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

CITY COMMISSION AGENDA

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

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Pastor Jimmy Lloyd - Fairlawn Church

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   A. Approval of the Minutes of the July 07, 2025 Regular Meeting.

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

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

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

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

10. **MISCELLANEOUS REPORTS**

    A. Kings Landing Quarterly Update - Bill Ware, Live Oak Holdings

11. **CONSENT AGENDA**

A. Approval of the 2025 Annual Resurfacing Program in the amount of $551,519.64 in accordance with the Paving Lady contract awarded in response to Bid No. 2023-044.

B. Approval of AT&T Change Order for Avenue B Utility Installation in the amount of $74,391.65.

C. Approval of First Amendment to Reconstruction Agreement with All Digital All Day to remove the existing billboard at 7049 Okeechobee Rd and construct a replacement sign.

D. Approval of expenditure of Law Enforcement Trust Funds to purchase two (2) Penlink PLX Software Licenses in the amount of $18,000.00.

E. Approval of Award of RFP 2025-019 for the Indian River Drive Roadway Reconstruction project to the low bidder, Ferreira Construction Company, Inc. in an amount not to exceed $10,254,124.04.

F. Approval of Award of RFP 2025-017 for Sunrise Theatre Operations Concessionnaire to the highest ranked respondent, VenuWorks, and to authorize staff to enter into contract negotiations.

G. Approval of federally funded Subaward and Grant Agreement with Florida Division of Emergency Management for Hurricane Milton.

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. Quasi-Judicial Hearing - Ordinance 25-020 - Review and approval of an application to rezone a single parcel containing approximately 11.54 acres and being located at or near 3804 Sunrise Boulevard in Fort Pierce, from Single Family Moderate Density (R-3) zoning to Planned Development (PD) together with a Planned Development Final Site Plan for fifty (50) single-family residences. The application is submitted by applicant Blaine Bergstresser, KMA Engineering & Surveying, on behalf of owner DT VENTURES 1 LLC. More specifically at Parcel ID#: 2433-123-0001-000-1 - FIRST READING.

B. Quasi-Judicial Hearing - Ordinance 25-021 - Review and approval of an application to amend the Millcreek Planned Development (PD) zoning in respect of one (1) parcel containing approximately 62.51 acres, and generally located north of Orange Ave and West of 41st Street in Fort Pierce, with a Planned Development Final Site Plan for Pod 2 to construct a total of 439 dwelling units, distributed in 309 townhomes and 130 detached single-family homes at a density of 7.1 du/ac. The application submitted by applicant REDTAIL DG Tod Mowery on behalf of owner FM Millcreek Holding LLC. more specifically at Parcel ID #2407-124-0001-000-3 - FIRST READING.

13. **CITY COMMISSION**

A. Resolution 25-R49 approving Interlocal Agreement between St. Lucie County and the City of Fort Pierce for the Creation of Anchoring Limitation Areas pursuant to Sections 327.4108 and 163.07, Florida Statutes.

B. Resolution 25-R50 approving a Stormwater and Drainage Utilities Easement from the City of Fort Pierce for the use and benefit of the Fort Pierce Utilities Authority to Kings Landing FT Pierce LLC for the Villas at King's Landing.

C. Resolution 25-R54 approving the City of Fort Pierce Local Housing Assistance Program (LHAP) Amendment for the 2024-2027 report.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

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

City Commission Regular Meeting - 5:05 PM **5. A.**

Meeting Date: 07/21/2025

Re: Approval of the Minutes of the July 07, 2025 Regular Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the Minutes of the July 07, 2025 Regular Meeting.

Attachments

07.07.2025 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 07/15/2025 04:04 PM

Final Approval Date: 07/15/2025

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, JULY 07, 2025.

1. CALL TO ORDER

Mayor Hudson called the July 07, 2025 Regular Meeting of the City Commission to order at 5:05 P.M

2. OPENING PRAYER

a. Minister Belinda Pizarro - River of Life Fellowship

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 Manager Richard Chess
City Attorney Sara Hedges
City Clerk Linda Cox

5. APPROVAL OF MINUTES

A. Approval of the minutes of the June 16, 2025 Regular Meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve the minutes of the June 16, 2025 Regular Meeting.

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

Passed

6. PROCLAMATIONS

7. LETTERS TO COMMISSION

8. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. 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 public comments

10. MISCELLANEOUS REPORTS

11. CONSENT AGENDA

A. Approval of award of Bid No. 2025-027 for SHIP Residential Rehabilitation for 902 Hickory Street, Fort Pierce, FL to De La Hoz Builders, Inc. in an amount not to exceed $83,590.00

B. Approval of award of Bid No. 2025-026 for SHIP Residential Rehabilitation for 2509 Avenue K, Fort Pierce, FL to De La Hoz Builders, Inc in an amount not to exceed $72,420.00

C. Approval of award of Bid No. 2025-023 for CDBG Residential Rehabilitation for 2803 Avenue M, Fort Pierce, FL to Zorion LLC in an amount not to exceed $87,220.36

D. Approval of Change Order No. 13 - General Contractor Services, Second Floor Leveling in the amount of $8,385.68 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

E. Review of Change Order No. 14 - General Contractor Services, Replacement of Windows in the amount of $26,166 for the City of Fort Pierce Florida Highwaymen Museum renovation project.

F. Approval of Change Order No. 15 - General Contractor Services for a Dumpster Enclosure in the amount of $26,775 for the City of Fort Pierce Florida Highwaymen Museum renovation project as required per the City Code.

G. Approval of Change Order No. 16 - General Contractor Services, Expanded Parking Lot Scope in the amount of $41,229.43 to correct the parking lot elevation to prevent water intrusion for the Highwaymen Museum renovation.

H. Approval of U.S. DOE, Office of Energy Efficiency and Renewable Energy - Energy Efficiency Conservation Block Grant (EECBG) Program Special Terms and Conditions-Grant Agreement in the amount of $76,720.00.

I. Approval of a public service agency grant award to E.N.D. It, Corporation in the amount not to exceed $5000.00.

J. Approval of expenditure of Law Enforcement Trust Fund (LETF) Contribution in the amount of $5,000.00 to Mustard Seed Ministries for their Sarah’s Kitchen pantry to provide hot meals to youth involved in the Fort Pierce Police Department’s Courageous Kids program.

K. Accept the 2024 Incentives Strategies Report of the the Affordable Housing Advisory Committee (AHAC).

L. Approval of increase of Purchase Order No.250521, Complete Production Resources from $50,000 to $100,000 for monthly lighting equipment rental at the Sunrise Theatre.

M. Approval of Increase of Purchase Order No.250544, Jack Hammer Audio from $50,000 to $80,000 for monthly sound equipment rental at the Sunrise Theatre.

Commissioner Broderic pulled items 11D - 11 G, 11L, and 11M.
Commissioner Johnson pulled item 11 I

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve items 11A-11C, 11H,11J, and 11K of the Consent Agenda.

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

Passed

As to items 11D-11G
Commissioner Broderick inquired whether these were the final purchase orders, specifically referencing the impact windows, garbage enclosures, and the parking lot bids.

Audria Moore, Special Projects Coordinator, confirmed that these were the final purchase orders for completion of the project.

Mark Zrallack, City Engineer, commented that the existing parking lot plan was revised to lower one corner by four to six inches through grading and milling the asphalt, while leaving most of the underlying material intact unless unforeseen issues arise.

The commission discussed drainage issues, security considerations, and cost-saving modifications to asphalt and grading plans.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner James Taylor to approve items 11D, 11F, and 11G of the Consent Agenda.

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

Passed

Building Official, Paul Thomas, indicated the existing windows were Miami-Dade-rated impact windows.

Ms. Moore reported that the doors were already replaced with hurricane doors.

Motion was made by Commissioner James Taylor, seconded by Commissioner Michael Broderick to deny item 11E of the Consent Agenda.

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

Passed

As to item 11I
Commissioner Johnson expressed concern with the disappointing number of completed applications for the PSA summer grant, as only one application was successfully submitted.

Donnella Clarke, Grants Administration Division Manager, commented that the advertisement ran for 30 days starting in December 2024, during which 24 applications were initiated, but only two were completed and submitted. Concerns were raised with the transition to an online application system, which may have discouraged applicants, and historically active organizations such as the Boys & Girls Club did not apply.

Kimberlee Henton, Reporting and Grants Specialist, commented that the grant was advertised through multiple channels, the application period was extended, direct outreach was conducted to agencies, and unallocated funds were redirected to support a city-run summer camp and youth activities.

The Commission expressed a need for better outreach and training for community organizations.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve item 11I of the Consent Agenda.

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

Passed

As to items 11L and 11M
Marisa Quijano, Interim Executive Director, commented that the theater is renting modern lighting and sound equipment on a month-to-month basis due to initial emergency needs and operational uncertainty, with interest in exploring a lease-to-own option as both systems would cost approximately $150,000–$200,000 each to purchase.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve items 11L and 11M of the Consent Agenda.

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

Passed

12. PUBLIC HEARINGS

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

A. Legislative Hearing - Ordinance 25-018 Amending Chapter 103, Article III "Contractors". SECOND READING

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

ORDINANCE NO. 25-018
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 103 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE III – CONTRACTORS, BY AMENDING SECTION 103-86 BY MODIFYING AND DELETING CERTAIN DEFINITIONS; AMENDING SECTION 103-88 BY CORRECTING REFERENCE TO STATE STATUTE CHAPTER 489; AMENDING SECTION 103-89 BY REDUCING THE NUMBER OF BOARD OF EXAMINERS OF CONTRACTORS MEMBERS, PROVIDING FOR APPOINTMENT, PROVIDING FOR OFFICERS, DELETING THE REQUIREMENT OF REQUIRED MEETINGS, AND RESTATING THE BOARD'S POWER TO ADOPT BY-LAWS AND RULES; AMENDING SECTION 103-131 BY PROVIDING FOR APPLICATION REQUIREMENTS; AMENDING SECTION 103-135 TO DELETE CERTAIN FEES AND TO PROVIDE FOR AN APPEAL FEE; AMENDING SECTION 103-136 TO REFERENCE STATE CERTIFIED SPECIALTY CONTRACTORS, AND PROVIDE FOR ALTERNATIVES AND EXEMPTIONS FOR PROVIDING PROOF OF BUSINESS TAX RECEIPT; AMENDING SECTION 103-141 BY PRECLUDING DISCIPLINE OF STATE CERTIFIED CONTRACTORS AND ELIMINATING AUTOMATIC STAYS ON APPEAL; AMENDING SECTION 103-142 BY SPECIFYING ACTS IN WHICH A REGISTERED OR LOCAL CONTRACTOR MAY BE REPRIMANDED, OR THEIR COMPETENCY CARD MAY BE SUSPENDED OR REVOKED; AMENDING SECTION 103-143 BY MODIFYING PROHIBITIONS OF UNLICENSED CONTRACTORS, PROVIDING FOR ISSUANCE OF CITATIONS BY THE BUILDING OFFICIAL OR THEIR DESIGNEE, AND PROVIDING FOR CIVIL PENALTIES TO BE ASSESSED IN AN AMOUNT ADOPTED BY RESOLUTION; AMENDING SECTION 103-144 BY DELETING ALL EMERGENCY LICENSING PROCEDURES PREEMPTING PROCEDURES TO THE STATE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.SECOND READING

Paul Thomas, Building Official, commented that Items A and B are second readings tied to related Items 13B and 13C, which address rule changes and the fee schedule, and while not identical, all four are connected and need to be approved together.

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 25-018.

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

Passed

B. Legislative Hearing - Ordinance 25-019 Amending Chapter 103, Article II "Building Code," Division 2 of the Code of Ordinances Entitled "Building Fees." SECOND READING

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

ORDINANCE NO. 25-019
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 103, ARTICLE II "BUILDING CODE", DIVISION 2 OF THE CODE OF ORDINANCES ENTITLED "PERMIT FEES", SECTION 103-53 PROVIDING FOR PERMIT FEES AND PLAN REVIEW FEES; PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.SECOND READING

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

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Ordinance No 25-019.

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

Passed

C. Quasi-Judicial Hearing - an application for Conditional Use with New Construction Site Plan submitted by property owner, St. Lucie Kings, LLC and Representative HJA Design Studio, to construct a flex space for wholesale trade and warehouse freight on 3.57 acres at 4600 & 4650 Okeechobee Rd., Fort Pierce, FL. The properties are zoned General Commercial (C-3). Parcel IDs: 2419-122-0001-050-9 and 2419-122-0001-040-6.

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.

Mayor Linda Hudson inquired with the Commission regarding 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, Senior Planner, an application for Conditional Use with New Construction Site Plan.

RECOMMENDATION:
Staff's recommendation is Approval of the conditional use with new construction application with the following nine (9) conditions:
1. A Unity of Title with the St. Lucie County Clerk of Courts and Parcel Combinations with the St. Lucie County Property Appraiser is required prior to submitting for building permits.
2. After completion of the Unity of Title and Lot Combination, a General Address Request Form for the newly created Parcel ID and for each proposed building shall be submitted to the Planning Dept. prior any land clearing or development permits
3. A notarized Landscape Maintenance Agreement is required prior to the issuance of the Certificate of Occupancy
4. An updated Environmental Report will be required prior to any earth moving activities
5. Prior to Development Permit Compliance Review approval, provision of St. Lucie County Fire District documentation that existing fire connection is not needed
6. The applicant shall donate property to the Department (FDOT) if right-of-way

dedication is required to implement the improvements
7. Drainage mitigation is required for any stormwater impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage). The drainage mitigation shall meet all FDOT Drainage Manual criteria and will be reviewed/approved as part of an access permit.
8. The applicant to investigate/install a minimum 6ft. height private buffer on north end of property
9. The applicant should provide a different color palette for the buildings

Questions of Staff:
The Commission inquired about conditional use triggers, regulations, privacy buffers, C3 Zoning, permitted uses, Five Mile Creek flooding, and the Commission's responsibility in the conditional use application process.

Ms.Driver clarified the conditional use triggers, C3 use provision, landscape plan, permitted uses, and that drainage concerns are addressed in the conditions.

Ms. Hedges commented on the location of the C3 allowable use on the zoning table and clarified the conditional use and expressed concern with its blanket use.

Applicant Questions of Staff:
Erika Beitler, HJA Design Studio, inquired on possible changes to the site’s parking plan and presented the intended use of the property as an industrial flex space.

Commission Question of the Applicant
The Commission inquired on blanket conditional use.

Ms. Beitler commented on the desire for flexibility as presented.

Commissioner Taylor pointed out the ten (10) specific conditional use types that were identified on the application.

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

Commission Discussion:
The Commission discussed its responsibility in the conditional use process and clarified the proposed and permitted conditions.

Ms. Hedges commented on the conditional use table and the permitted uses.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve the application with the (9) nine conditions and the (10) ten conditional use types. 1) Light Industrial Service/Manufacturing 2)Warehouse and Freight 3) Environmental Research and Education Facilities 4) Day Care Center (Adult/Child) 5) Medical Facilities 6)Social Service Institution 7) Building Maintenance Facilities and Services 8) Microbrewery 9) Marine-Related Industrial 10) Vehicle Storage.

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

Passed

13. CITY COMMISSION

A. Selection of 2025 FLC Annual Conference Voting Delegate.

Motion was made by Commissioner James Taylor, seconded by Commissioner Curtis Johnson, Jr. to select Commissioner Gaines as the voting delegate for the 2025 FLC Annual Conference.

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

Passed

B. Resolution No. 25-R42 Amending the Rules of Procedure for the Board of Examiners of Contractors

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

RESOLUTION NO. 25-R42
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; ADOPTING REVISED CITY OF FORT PIERCE BOARD OF EXAMINERS OF CONTRACTORS RULES OF PROCEDURE; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Resolution No. 25-R42.

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

Passed

C. Resolution No. 25-R48 Building Department Fee Schedule

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

RESOLUTION NO. 25-R48
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; ADOPTING AN UPDATED BUILDING DEPARTMENT FEE SCHEDULE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner James Taylor, seconded by Commissioner Arnold Gaines to approve Resolution No. 25-R48.

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 public comments.

15. COMMENTS FROM THE CITY MANAGER

A. Reports

City Manager, Richard Chess, introduced Mr. Sorenson and Zrallack to provide City updates.

Human Resource Manager Jared Sorenson provided an update on recruitment for the Police Chief.

City Engineer, Mark Zrallack, provided an FDOT update.

City Clerk, Linda Cox - No comments

City Attorney, Sara Hedges - No comments

16. COMMENTS FROM THE COMMISSION

Commissioner Gaines commented on City cleanliness after the holiday.

Commissioner Taylor thanked Mainstreet and the Yacht Club and completed a ride-along with the Public Works Director.

Commissioner Broderick commented on the Sunrise Theatre, allowing staff to speak on their behalf, conversations with Congressman Mast and expanding parking.

Ms. Hedges directed them to the City Manager's office.

Mayor Hudson commented on the introduction of the Vision Council.

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 7:08 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 PM **10. A.**

Meeting Date: 07/21/2025

Re: Kings Landing Quarterly Report

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Kings Landing Quarterly Update - Bill Ware, Live Oak Holdings

Form Review

Form Started By: Linda Cox Started On: 06/09/2025 09:27 AM

Final Approval Date: 06/09/2025

City Commission Regular Meeting - 5:05 PM **11. A.**

Meeting Date: 07/21/2025

Re: FY 2025 Annual Resurfacing Program, Reference Bid No. 2023-044

Submitted For: Selena Griffett, Project Engineer, Engineering

SUBJECT:

Approval of the 2025 Annual Resurfacing Program in the amount of $551,519.64 in accordance with the Paving Lady contract awarded in response to Bid No. 2023-044.

SUMMARY:

As part of the Infrastructure Surtax commitment, the City selects streets each year that require resurfacing. This selection is coordinated with the Fort Pierce Utilities Authority to ensure that any planned utility work is completed prior to resurfacing and that there will be no anticipated utility conflicts in these areas. Due to scheduled FPRA work on Rhode Island Avenue, the resurfacing program cannot commence until at least August 1, 2025.

During the City Commission meeting on September 5, 2023, Bid No. 2023-044 for the Annual Resurfacing Contract was awarded to The Paving Lady, Boynton Beach, FL. The contract was approved for a period of three years, with two options for one-year renewals, during the regularly scheduled City Commission meeting on February 20, 2024.

The following streets have been selected for the 2025 Resurfacing Program. These roadways represent approximately 1.54 miles of roadway.

2025 Street Resurfacing		
STREET	FROM	TO
11th Street (curb)	Southern Avenue	Mississippi Avenue
12th Street (curb)	Avenue O	Avenue Q
15th Street (curb)	Kentucky Avenue	Jersey Avenue
30th Street	Stanton Avenue	Virginia Avenue
31st Street	south end	Okeechobee Rd
Edgewood Terrace	16th Street	14th Street
Means Court	Avenue H	Nobles Terrace
Tennessee Avenue	west end	25th Street
Rhode Island Avenue	33rd Street	25th Street

We have received a quote from the Paving Lady in the amount of $551,519.64 to complete this work. This is less than the budgeted amount of $950,000.

RECOMMENDATION:

Staff recommends approval of the FY2025 list of roadways for resurfacing.

ALTERNATIVES:

Revise or reject at the direction of the Commission.

RESPONSIBLE STAFF:
Selena Griffett, P.E.

COORDINATED WITH:
Mark Zrallack, P.E. - City Engineer
Paving Lady

Fiscal Impact

Budgeted Y/N: y
Fiscal Year: 2025
Account: 1141111-563210
Amount: $600,000
FISCAL IMPACT:
The amount includes $551,519.64 as the quote provided by the Paving Lady on June 11, 2025 plus an additional 9% for contingency and change orders for unforeseen conditions.

Attachments

Paving Lady Quote 06112025
Bid 2023-044 Contract
Commission Approval 09052023
Commission Approval 02202024

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/08/2025 08:33 PM
City Manager	Richard Chess	07/11/2025 01:33 PM
Form Started By: Selena Griffett		Started On: 07/07/2025 10:00 AM
Final Approval Date: 07/11/2025		

1000 W. Industrial Ave. Boynton Beach, FL 33426 561-572-2600

To:	City Of Ft Pierce	**Contact:**	Selena Griffett
Address:	100 N US Highway 1 Ft Pierce, FL 34950	**Phone:** **Fax:**	772-467-3000
Project Name:	Fort Pierce Annual 2024 Streets Actual	**Bid Number:**	24-0385
Project Location:	Orange Ave & N 25th St, Fort Pierce, FL	**Bid Date:**	7/31/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
101-1A	Mobilization/Bonds/Permits	1.00	LS	$64,833.33	$64,833.33
102-1A	M.O.T	1.00	LS	$18,000.00	$18,000.00
104-1A	Erosion & Sediment Control	1.00	LS	$6,600.00	$6,600.00
327-70-6	1.5" Asphalt Milling	23,115.00	SY	$2.55	$58,943.25
334-1-13	1.5" Type SP-9.5 Asphalt Overlay	1,850.00	TON	$152.00	$281,200.00
522-1A	ADA Ramp	23.00	EACH	$3,520.34	$80,967.82
520-1A	Remove And Replace Type F Curb	350.00	LF	$50.02	$17,507.00
706-1-3	RPM's Type B	888.00	LS	$8.85	$7,858.80
711-11-123	Thermoplastic 12" White	780.00	LF	$7.08	$5,522.40
711-11-125	Thermoplastic 24" White	450.00	LF	$9.44	$4,248.00
711-15-201	Thermoplastic 6" Yellow	4,112.00	LF	$1.42	$5,839.04

Total Bid Price: $551,519.64

Payment Terms:
Net 30

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Your Company Name** **Authorized Signature:** _____ **Estimator:** John Provenzano 561-572-2600 john@pavinglady.com

2025 Street Resurfacing		
STREET	**FROM**	**TO**
11th Street (curb)	Southern Avenue	Mississippi Avenue
12th Street (curb)	Avenue O	Avenue Q
15th Street (curb)	Kentucky Avenue	Jersey Avenue
30th Street	Stanton Avenue	Virginia Avenue
31st Street	south end	Okeechobee Rd
Edgewood Terrace	16th Street	14th Street
Means Court	Avenue H	Nobles Terrace
Tennessee Avenue	west end	25th Street
Rhode Island Avenue	33rd Street	25th Street

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

December 8, 2023

Email: estimating@pavinglady.com

Janice M. Riley Inc. DBA The Paving Lady
1000 W Industrial Avenue
Boynton Beach, FL 33426
Attn: Mauro Comuzzi, President

SUBJECT: Notice of Award
Bid No. 2023-044 - Annual Street Resurfacing

Dear Mr. Comuzzi:

The Commission of the City of Fort Pierce met in regular session, Tuesday, September 5, 2023, and awarded subject bid to your firm, in the amount of $4,179,259.69.

Please take the following actions:

1. Execute and notarize this Award Letter
2. Execute the Service Agreement
3. Furnish the required Performance Bond
4. Furnish the required Payment Bond
5. Please provide Certification of Liability, Property Damage, and Workers' Compensation, as stated in section 17 of the attached agreement. **We will need a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage and a copy of the actual notice of cancellation endorsement issued to the policy that provides the City with no less than thirty (30) days advance written notice for any change, cancellation or non-renewal of the policy. 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 for General Liability - City of Fort Pierce and its board members, officials, officers and employees.**
6. **Return documents enclosed within ten (10) days after receipt, via email to:**

Email:
Gelencia Carter, Purchasing Manager
City of Fort Pierce
purchasing@cityoffortpierce.com

Carbon Copy:
Selena Griffett, Engineering Project Manager
City of Fort Pierce
sgriffett@cityoffortpierce.com

This letter 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.

Sincerely,
CITY OF FORT PIERCE

LaTonya Hubbard

LaTonya Hubbard, Purchasing Agent

ACCEPTED BY:
JANICE M. RILEY INC. DBA THE PAVING LADY

Signature (Manual)

MAURO COMUZZI
Signature (Typed or Printed)

CEO - President
Title

12/20/2023
Date

NOTARIZATION

STATE OF Florida

COUNTY OF Palm Beach.

The foregoing instrument was acknowledged before me this 26 day of Dec 2023,

by MAURO COMUZZI (**Officer of Firm**), CEO/President (**Title**), of

Janice M Riley Inc dba The Paving Lady (**Name of Firm**) a Florida (**State**) corporation, on behalf of the corporation.

He/She is personally known to me or has produced _____ as identification.

Alisa Boyko
Notary Public

My commission expires: 9/28/2026

Notary Public State of Florida
Alisa D Boyko
My Commission HH 317533
Expires 9/28/2026

/lh

cc: Selena Griffett, Engineering Project Manager

UNIT PRICE CONSTRUCTION AGREEMENT

FOR
ANNUAL STREET RESURFACING

CITY OF FORT PIERCE BID NO. 2023-044

Prepared by:

The City of Fort Pierce Department of Engineering
John R. Andrews, P.E., City Engineer
100 North U.S. Hwy. 1
Ft. Pierce, FL 34950
(772) 467-3774

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AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this 20 day of February, 2024 by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (hereinafter the "CITY") whose address is 100 North U.S. Highway 1, Fort Pierce, Florida 34950, and **THE PAVING LADY** a Florida profit corporation, with its principal address at **1000 W. INDUSTRIAL AVENUE, BOYNTON BEACH, FL 33426** (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS the CITY wishes to contract for the project identified as **ANNUAL STREET RESURFACING, Bid No. 2023-044, Fort Pierce, Florida**, and

WHEREAS the CONTRACTOR has represented to the CITY that its staff is qualified to provide the Work required in this Agreement in a professional and timely manner, as detailed in their General Contractor Services, Bid No. 2023-044 Bid Submission, and

WHEREAS the CITY has relied upon the above representations by the CONTRACTOR, and

WHEREAS the CITY's Representative and the City Engineer have recommended that an agreement for aforesaid construction be entered into with the CONTRACTOR.

NOW, THEREFORE, for and in consideration of these premises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DOCUMENTS INCORPORATED BY REFERENCE

Documents incorporated by reference include:

1. Exhibit "A" - Invitation to Bid No. 2023-044
2. Exhibit "B" - Instructions to Bidders
3. Exhibit "C" - Technical Specifications
4. Exhibit "D" – Bid Forms
5. Exhibit "E" - General Conditions
6. Exhibit "F" – Scope of Services

All of which are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the "Contract Documents"). Any Change Orders, Construction Change Directives, Directions for a Minor Modification in the Work issued by the CITY, and any other amendments executed by the CITY and the CONTRACTOR hereafter shall become and be a part of this Agreement. Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this

Agreement. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents. Where terms found in Exhibit "E," "General Conditions" conflict with this Agreement's terms, the Agreement terms shall prevail.

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

In order to induce the CITY to execute this Agreement and recognizing that the CITY is relying thereon, the CONTRACTOR, by executing this Agreement, makes the following express representations to the CITY:

2(A) The CONTRACTOR is fully qualified to act as the general contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the general contractor for, and to construct the Project.

2(B) The CONTRACTOR has become familiar with the Project sites and the local conditions under which the Project is to be constructed and operated.

2(C) The CONTRACTOR has received, reviewed, and examined all of the documents which make up this Agreement, including, but not limited to all plans and specifications, and has found them to the best of its knowledge, to be complete, accurate, adequate, consistent, coordinated, and sufficient for construction.

ARTICLE 3
INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Agreement, the CITY and the CONTRACTOR agree as follows:

3(A) This Agreement (along with its Exhibits), together with the CONTRACTOR'S and Surety's performance and payment bonds for the Project constitute the entire and exclusive agreements between the parties with reference to the Project, and said Agreement supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.

3(B) Anything that may be required, implied or reasonably inferred by the documents which make up this Agreement, or any one or more of them, shall be provided by the CONTRACTOR for the Contract Amount.

3(C) Nothing contained in this Agreement shall create, nor be interpreted to create, privity, or any other relationship whatsoever between the CITY and any person except the CONTRACTOR.

3(D) When a word, term, or phrase is used in this Agreement, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

3(E) Wherever this Agreement calls for "strict" compliance or conformance with the Contract Documents as to matters other than compliance with time limits, providing an updated schedule, or claim and change order procedures, the term shall mean within tolerances as described specifically in the Contract Documents, or if not specifically described, within industry standards and tolerances for deviation for the specific item or procedure in question.

3(F) The words "include", "includes", or "including", as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation."

3(G) The listing herein of any items as constituting a material breach of this Agreement shall not imply that any other, non-listed item will not constitute a material breach of this Agreement.

3(H) The CONTRACTOR shall have a continuing duty to read, examine, review, compare, and contrast each of the documents which make up this Agreement, shop drawings, and other submittals and shall give written notice to the CITY of any conflict, ambiguity, error, or omission which the CONTRACTOR may find with respect to these documents, before proceeding with the affected work. The express or implied approval by the City Engineer of any shop drawings or other submittals shall not relieve the CONTRACTOR of the continuing duties imposed hereby, nor shall any such approval be evidence of the CONTRACTOR's compliance with this Agreement. The CITY has prepared documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. The CONTRACTOR shall not be liable to the CITY for damage resulting from errors, inconsistencies, or omissions in the Contract Documents unless the CONTRACTOR recognized, or reasonably should have recognized, such error, inconsistency or omission and knowingly failed to report it to the CITY or Project Manager, as designated by the City Manager. If the CONTRACTOR performs any activity knowing it involves an error, inconsistency, or omission which was recognized, obvious, or reasonably should have been recognized, without such notice to the CITY, the CONTRACTOR shall assume responsibility for such performance and shall bear the costs for correction.

3(I) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Agreement, the following shall control:

(1) As between this document and the plans or specifications, this document shall govern.

(2) In the case of any conflict, discrepancy, or inconsistency among any of the other Contract Documents, the CONTRACTOR shall notify the CITY immediately upon discovery of same for resolution.

ARTICLE 4
CONTRACTOR'S PERFORMANCE

The CONTRACTOR shall perform all of the work required, implied or reasonably

inferable from this Agreement including, but not limited to, the following:

4(A) The CONTRACTOR will complete the entire Work described in each Specific Authorization in accordance with the terms herein, Exhibit "A," Scope of Work, all as may be amended from time to time.

4(B) The furnishing of any and all required surety bonds and insurance certificate(s) and endorsement(s) to the CITY.

4(C) The provision or furnishing, and prompt payment therefore, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, disposal, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits or licenses required for the construction of the Project.

4(D) The creation and maintenance of a detailed and comprehensive copy of the drawings, specifications, addenda, Change Orders and other modifications depicting all as-built construction. Said items shall be submitted to the CITY, along with other required submittals upon Completion of the Project, and receipt of same by the CITY shall be a condition precedent to final payment to the CONTRACTOR. The CONTRACTOR shall prepare and submit final as-built drawings to the CITY.

ARTICLE 5
TERM; TIME FOR CONTRACTOR'S PERFORMANCE; DELAYS

5(A) The term of this Agreement shall begin on the date of the last signature by the City of Fort Pierce and remain in effect for three (3) years. This Agreement, with the written consent of both parties, is renewable in annual increments for a period not to exceed two (2) – one (1) year terms. The City Manager is authorized to renew this Agreement subject to the satisfactory performance, vendor acceptance, and the determination that renewal of this Agreement is in the best interest of the City.

Annual renewal provisions will allow for price adjustments based on the FDOT pricing indices for materials.

A Specific Authorization will be created for each Annual Street Resurfacing project. The CONTRACTOR shall commence the performance of a Specific Authorization on the date set forth in the Notice to Proceed issued by the City Engineer and shall diligently continue its performance to and until Completion of the Project. There will be no monetary early completion incentive.

5(B) The CONTRACTOR shall pay the CITY the sum of **$1,694.00** for each and every calendar day of unexcused delays in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the CITY, estimated at the time of executing this Agreement. When the CITY reasonably believes that Substantial Completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving

Substantial Completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

5(C) The term "Substantial Completion", as used herein, shall mean that point at which, as certified in writing by the CONTRACTOR and approved by the CITY, the Project is at a level of completion in strict compliance with this Agreement such that the CITY or its designees can enjoy beneficial use or occupancy and can legally occupy, use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

5(D) All limitations of time set forth herein are material and are of the essence of this Agreement.

5(E) CONTRACTOR agrees to punctually and diligently perform all parts of the Work at the time scheduled as provided herein. In this connection, CONTRACTOR agrees that it will keep himself continually informed of the progress of the job and will, upon its own initiative, confer with the City Engineer or his designee, so as to plan its work in coordinated sequence with the Work of the CITY and of others and so as to be able to expeditiously undertake and perform its Work at the time most beneficial to the entire Project. The CONTRACTOR will be liable for any loss, costs, or damages sustained by the CITY for delays in performing the Work hereunder, other than for excusable delays, as set forth in 5(F) below, for which CONTRACTOR may be granted a reasonable extension of time.

5(F) If the CONTRACTOR is delayed at any time in the progress of the Work by any separate contractor employed by the CITY, changes in the Work, labor disputes, fire, unusual delay in transportation, severe weather conditions, unavoidable casualties, delays specifically authorized by the CITY, or by causes beyond the CONTRACTOR's control, avoidance, or mitigation, and without the fault or negligence of the CONTRACTOR and/or subcontractor or supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time, if any, as the CITY may determine that such event has delayed the progress of the Work, or overall completion of the Work if the CONTRACTOR complies with the notice and documentation requirements set forth herein.

If the CONTRACTOR is delayed, obstructed, hindered or interrupted for a period of time exceeding seven (7) consecutive calendar days by any act or neglect of the CITY, an adjustment shall be made for any increase in the direct cost of performance of this Agreement (excluding profit, extended home office overhead, incidental or consequential damages or disruption damages) and the Agreement modified in writing accordingly. Delays without compensation to the CONTRACTOR as a direct result of an act or neglect of the CITY or City Engineer cannot exceed forty-five (45) days in the aggregate over the term of the project. The CONTRACTOR must assert its right under this Article by giving written notice to the City Engineer, with a copy to the City Representative, within ten (10) calendar days of the beginning of a delay, obstruction, hindrance or interruption by the CITY. No adjustment shall be made for any delay, obstruction, hindrance or interruption after final payment under this Agreement or to the extent that performance would have

been so delayed, obstructed, hindered or interrupted by any other cause, including, but not limited to concurrent cause or fault or negligence of the CONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Agreement. The direct costs described above shall be limited to those direct costs attributable solely to this Project and shall be subject to documentation and verification of costs as required by the CITY. If unit prices are established in the Contract Documents or subsequently agreed upon, they shall form the basis for cost calculations under any claims for delay.

Any claim for extension of time shall be made in writing to the City Engineer, with a copy to the City Representative, not more than ten (10) calendar days from the beginning of the delay. The notice shall indicate the cause of delay upon the progress of Work. If the cause of the delay is continuing, the CONTRACTOR must give such written notice every ten (10) calendar days. Within ten (10) calendar days after the elimination of any such delay, the CONTRACTOR shall submit further documentation of the delay and a formal Change Order request for an extension of time for such delay.

The written request for a time extension shall state the cause of the delay, the number of calendar days extension requested, and such analysis and other documentation as is reasonably requested by the City Engineer or his designee to demonstrate a delay in the progress of the Work or the overall Project completion. If the CONTRACTOR does not comply with the above notice and documentation requirements, the claim for the delay shall be waived by the CONTRACTOR. The above notice and documentation requirements shall also be a condition precedent to the CONTRACTOR's entitlement to any extension of time.

Extensions of time will be the CONTRACTOR'S primary remedy for any and all delays, obstructions, hindrances, or interference. Payment or compensation, for direct costs only (as set forth above), may be made to the CONTRACTOR for hindrances or delays solely caused by the CITY if such delays or hindrances are within the CITY's ability to control and are not partially caused by the CONTRACTOR or any of its agents, subcontractors or others for whom it is responsible. No payment or compensation will be made for interference, obstructions, hindrances or delays which are not solely caused by the CITY or which arise from the CITY's actions under Article 8.

Without limitation, the CITY's exercise of its rights under the changes clause, regardless of the extent or number of such changes, or the CITY's exercise of any of its remedies or any requirement to correct or re-execute defective work, shall not under any circumstances be construed as delays, hindrances, or interference compensable further than as described herein.

ARTICLE 6
CONTRACT AMOUNT AND CONTRACT PAYMENTS

6(A) Based on Scope of Work, identified in Bid No. 2023-044, Annual Street Resurfacing, hereby incorporated herein by reference and made a part hereof, the CONTRACTOR shall provide all labor and materials required to complete construction as prescribed in the aforementioned Plans and Specifications, for the sum not to exceed:
$ Four million one hundred seventy nine thousand two hundred fifty nine dollars

and sixty nine cents $4,179,259.69 (hereinafter the "Contract Amount").

6(B) Prior to review of the first Payment Request, the CONTRACTOR must submit to the CITY and receive the CITY's approval for the schedule of values apportioning the entire Contract Amount among the different elements of the Project (hereinafter the "Schedule of Values") for purposes of periodic and final payment. The Schedule of Values shall be presented in whatever format, with such detail including labor and material breakout, and backed up with whatever supporting information the CITY requests (see also the specifications for additional information). The CONTRACTOR shall not imbalance it's Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the CONTRACTOR shall constitute a material breach of this Agreement. The Schedule of Values will be utilized for the CONTRACTOR's Payment Requests but shall only be so utilized after it has been approved in writing by the CITY

6(C) The CITY shall pay the Contract Amount to the CONTRACTOR in accordance with the procedures set forth herein. On or before the tenth (1Oth) calendar day of each month after commencement of performance, but no more frequently than once monthly, the CONTRACTOR may submit a Payment Request for the period ending the last calendar day of the previous month (hereafter the "Payment Request"). Said Payment Request shall be in such format and include whatever supporting information as may be required by the CITY or the City Engineer or his designee.

Therein, the CONTRACTOR may request payment for ninety percent (90%) of that part of the Contract Amount allocable to Agreement requirements properly provided, labor, materials, and equipment properly incorporated in the Project, and materials or equipment necessary for the Project and properly stored at the Project site, or elsewhere if offsite storage is approved in writing by the CITY or Project Manager, as designated by the City Manager, less the total amount of previous payments received from the CITY. Payment for materials stored offsite shall be at the discretion of the CITY and if approved, the CONTRACTOR shall provide appropriate documentation to substantiate materials are stored in a bonded warehouse or facility, title or other proof of ownership has been transferred to the CITY, and that materials have been purchased and paid for by the CONTRACTOR. Copies of paid invoices must be submitted to the Project Manager, as designated by the City Manager, with Payment Request. Risk of loss shall be borne by, and insurance must be provided by, the CONTRACTOR while in storage and in transit. Hard cost of Builders Risk Insurance is to be paid by CONTRACTOR and such cost is not subject to CONTRACTOR'S fee.

Amounts reflected in Change Orders may be included in Payment Requests to the extent they are not in dispute and subject to final approval of cost to the CITY for such changes in the Work.

Each Payment Request shall be signed by the CONTRACTOR and shall constitute the CONTRACTOR's representation that the quantity of Work has reached the level for which payment is requested, that the Work has been properly installed or performed in strict compliance with this Agreement, and that the CONTRACTOR knows of no reason why payment should not be made as requested.

Thereafter, the City Engineer shall review the Payment Request and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Payment Request is as required by this Agreement. The amount of each such payment shall be the amount approved for payment by the City Engineer, less such amounts, if any, otherwise owing by the CONTRACTOR to the CITY or which the CITY shall have the right to withhold as authorized by this Agreement, subject to approval by the CITY. Upon receipt of a proper Payment Request, the City shall make payment within twenty (20) business days. If there is a dispute as to the Payment Request, the City shall notify the CONTRACTOR in writing, commence the dispute resolution within thirty (30) days, and conclude the final decision within forty-five (45) days. Approval of the CONTRACTOR's Payment Requests shall not preclude the CITY from the exercise of any of its rights as set forth herein below.

The submission by the CONTRACTOR of a Payment Request also constitutes an affirmative representation and warranty that all work for which the CITY has previously paid is free and clear of any lien, claim, or other encumbrance of any person whatsoever. As a condition precedent to payment, the CONTRACTOR shall, as required by the CITY, also furnish to the City Engineer properly executed waivers of lien or claim, in a form acceptable to the CITY, from all subcontractors, material, men, suppliers or others having lien or claim rights, wherein said subcontractors, material, men, suppliers or others having lien or claim rights, shall acknowledge receipt of all sums due pursuant to all prior Payment Requests and waive and relinquish any liens, lien rights or other claims relating to the Project site. Furthermore, the CONTRACTOR warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the CITY, even though responsibility for the care and maintenance of said work rests with CONTRACTOR until substantial completion of contracted project.

6(D) When payment is received from the CITY, the CONTRACTOR shall promptly pay all subcontractors, material men, laborers, and suppliers the amounts they are due for the work covered by such payment.

6(E) Neither payment to the CONTRACTOR, utilization of the Project for any purpose by the CITY nor any other act or omission by the CITY shall be interpreted or construed as an acceptance of any work of the CONTRACTOR not strictly in compliance with this Contract.

After written notice to the CONTRACTOR and a reasonable opportunity to cure, the CITY shall have the right to refuse to make payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to the CONTRACTOR due to:

(1) The quality of a portion, or all, of the CONTRACTOR's work not being in requirements of this Contract; or

(2) The quantity of the CONTRACTOR's work not being as represented in the CONTRACTOR's Payment Request, or otherwise; or

(3) The CONTRACTOR's rate of progress being such that, in the opinion of the City Engineer or his designee, Substantial Completion may be

inexcusably delayed; or

(4) The CONTRACTOR's failure to use Contract funds, previously paid the CONTRACTOR by the CITY to pay CONTRACTOR's project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers; or

(5) Claims made, or likely to be made, against the CITY or its property for which the CONTRACTOR or its agents or subcontractors or others for whom it is responsible are, or reasonably appear to be at fault; or

(6) Loss caused by the CONTRACTOR; or

(7) The CONTRACTOR's failure or refusal to perform any of its obligations to the CITY after written notice and a reasonable opportunity to cure as set forth above.

In the event that the CITY makes written demand upon the CONTRACTOR for amounts previously paid by the CITY as contemplated in this **Subarticle** 6(E), the CONTRACTOR shall promptly comply with such demand. The CITY's rights hereunder survive the term of this Contract, are not waived by final payment and/or acceptance and are in addition to CONTRACTOR's obligations in Article 14 and elsewhere herein.

6(F) When the CONTRACTOR believes that Substantial Completion has been achieved, the CONTRACTOR shall notify the CITY in writing and shall furnish a listing of those matters yet to be finished. The City Engineer or his designee will thereupon conduct a site review to confirm that the Work is in fact substantially complete. Upon confirmation that the CONTRACTOR's Work is substantially complete, the City Engineer or his designee will therein set forth the date of Substantial Completion for approval. After approval the CITY will notify the CONTRACTOR. If the City Engineer or his designee, through his review, fails to find that the CONTRACTOR's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion review, the CONTRACTOR shall bear the cost of such repeat site review(s) which cost may be deducted by the CITY from any payment then or thereafter due to the CONTRACTOR.

Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion.

Upon Substantial Completion, the CITY shall pay the CONTRACTOR an amount sufficient to increase total payments to the CONTRACTOR to one hundred percent (100%) of the Contract Amount less any amounts attributable to damages, and less one hundred fifty percent (150%) of the costs, as reasonably determined by the CITY for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims. Such a calculation by the City Engineer or his designee, of costs for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims shall not bar the CITY from exercise of its rights elsewhere herein, in Article 16 below, or otherwise as provided by law for any

incomplete, defective or nonconforming work or claims which are discovered by the CITY after the date of making such calculation or after the date of any partial or final payment, whether or not such incomplete, defective, or nonconforming work or claims were obvious or should have been discovered earlier.

6(G) When the Project is complete and the CONTRACTOR is ready for a final review, they shall notify the CITY Engineer and the CITY Representative thereof in writing. Thereupon, the City Engineer or City Representative will perform a final inspection of the Project. If the City Engineer concurs that the Project is complete and in full accordance with this Contract and that the CONTRACTOR has performed all of their obligations to the CITY hereunder, the CONTRACTOR will furnish a final Request for Payment to the CITY certifying to the CITY that the Project is complete and the CONTRACTOR is entitled to the remainder of the unpaid Specific Authorization Price, less any amount withheld pursuant to this Agreement. If the City Engineer is unable to issue his final Approval for Payment and is required to repeat the final inspection of the Project, the CONTRACTOR shall bear the cost of such repeat inspection(s), which costs may be deducted by the CITY from the CONTRACTOR's final payment.

6(H) In addition to other remedies of the CITY, actual damages may be withheld or collected for failure to meet the date for final completion as set forth in Article 5(B) above.

6(I) The CITY shall, subject to its rights set forth in this Subarticle 6, endeavor to make final payment of all sums due the CONTRACTOR within thirty (30) calendar days of the final Request for Payment, with the exception of items in dispute or concerning which the City Engineer has exercised any of his rights to investigate or remove.

ARTICLE 7
INFORMATION AND MATERIAL SUPPLIED BY THE CITY

7(A)(i) The CITY shall furnish to the CONTRACTOR, prior to the execution of a Specific Authorization, any and all written and tangible material in its possession concerning existing site conditions within the limits of the Project. Such written and tangible material is furnished to the CONTRACTOR only in order to make complete disclosure of such material as being in the possession of the CITY and for no other purpose. By furnishing such material, the CITY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all.

7(A)(ii)(a) Differing Site Conditions: The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the City Engineer in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract. The City Engineer or his designee shall investigate the conditions, and if it is discovered that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the Work under the Specific Authorization, whether or not changed as a result of such conditions, an adjustment shall be made,

through negotiation and mutual agreement, and the contract modified in writing accordingly.

7(A)(ii)(b) No claim of the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required herein: provided, however, the time prescribed therefore may be extended by the CITY.

7(A)(ii)(c) No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if asserted after final payment under a Specific Authorization.

7(B) The CONTRACTOR is responsible for obtaining all permits and paying all fees required of the CONTRACTOR by this Agreement or permits and fees customarily the responsibility of the CONTRACTOR. The contractor shall coordinate with the CITY and all other authorities having jurisdiction.

7(C) The City Manager and the City Engineer or his designee shall be the sole authorized representatives of the CITY. Other than in matters of public safety or in time of natural disaster or crisis, the CONTRACTOR shall not take direction or act upon information from any City personnel other than the City's authorized representative(s). This provision shall in no way limit the authority of the Procurement Director as described herein or of the CITY'S City Attorney's Office or Building Department.

ARTICLE 8
CEASE AND DESIST ORDER OWNER'S RIGHT TO PERFORM WORK

8(A) In the event the CONTRACTOR fails or refuses to perform the Work, or any separable part thereof, as required herein, or with the diligence that will ensure its proper, timely completion in accordance with the Contract Documents, the City Engineer may instruct the CONTRACTOR, by written notice, to cease and desist further Work, in whole or in part, or to correct deficient Work. Upon receipt of such instruction, the CONTRACTOR shall immediately cease and desist, or proceed, as instructed by the CITY. In the event the City Engineer issues such instructions to cease and desist, the CONTRACTOR must, within seven (7) calendar days of receipt of the City Engineer's instructions, provide a written, verified plan to eliminate or correct the cause of the City Engineer's order, which plan appears to the City Engineer to be reasonable, actually attainable and in good faith. In the event that the CONTRACTOR fails and/or refuses to provide such a plan or diligently execute an approved plan, then the CITY shall have the right, but not the obligation, to subcontract the Work, or any portion thereof, with its own forces, or with the forces of another contractor, and the CONTRACTOR shall be fully responsible and liable for the costs of the CITY performing such work, which costs may be withheld from amounts due to the CONTRACTOR from the CITY. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the CITY may have against the CONTRACTOR.

If Work completed by the CITY or other contractors affects, relates to, is to be attached onto or extended by later Work of the CONTRACTOR, the CONTRACTOR shall, prior to proceeding with the later Work, and to the extent visible, report any apparent defects or variance from the Agreement requirements which would render the CONTRACTOR's later Work not in compliance with the Agreement requirements or

defective or not in compliance with warranties or other obligations of the CONTRACTOR hereunder.

8(B) The provisions of this article shall be in addition to the CITY's ability to remove portions of the Work from this Agreement and complete it separately.

ARTICLE 9
DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the CONTRACTOR set forth in the Contract Documents, the CONTRACTOR shall have and perform the following duties, obligations, and responsibilities to the CITY:

9(A) Reference is hereby made to the continuing duties set forth in Subarticle 3(H) which are by reference hereby incorporated in this Subarticle 9(A). The CONTRACTOR shall not perform work without adequate plans and specifications, or without, as appropriate, approved shop drawings, or other submittals. If the CONTRACTOR performs work knowing or believing, or if through exercise of reasonable diligence, they should have known that such work involves an error, inconsistency or omission in the Agreement without first providing written notice to the City Engineer, the CONTRACTOR shall be responsible for such work and shall correct same bearing the costs set forth in Article 3(H) above;

9(B) All work shall strictly conform to the requirements of this Agreement or Specific Authorization. To that end, the CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, unless otherwise specified in the Contract Documents;

9(C) The work shall be strictly supervised, the CONTRACTOR bearing full responsibility for any and all acts, errors or omissions of those engaged in the work on behalf of the CONTRACTOR, including, but not limited to, all subcontractors and their employees. The CONTRACTOR shall maintain an on-site superintendent while any portion of the Work is being performed;

9(D) The CONTRACTOR hereby warrants that all laborers furnished under this Agreement shall be qualified and competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new (unless otherwise specified) and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Agreement. Any work not strictly complying with the requirements of this Subarticle shall constitute a breach of this CONTRACTOR's warranty;

9(E) The CONTRACTOR will be responsible for acquiring the permit(s) and calling for routine inspections. The CONTRACTOR will cooperate with and abide by the decision of inspectors having jurisdiction. The CONTRACTOR shall comply with all legal requirements applicable to the work;

9(F) The CONTRACTOR shall employ and maintain at the Project site only competent, qualified full time supervisory personnel, augmented with part time and offsite supervision, to be identified in the approved general conditions. Key supervisory personnel assigned by the CONTRACTOR to this Project are as follows:

NAME	FUNCTION
Michael Donati	Superintendent
Ken Carpenter	Operations Manager
Andrew Laurella	Project Executive
Manuel Isava	Project Manager

If at any time the City Engineer or his designee reasonably determines that any employee of the contractor is not properly performing the Work in the best interest of the project, or is hindering the progress of the Work, or is otherwise objectionable, the City Engineer shall so notify the CONTRACTOR, who shall replace the employee as soon as possible, at no increased cost to the CITY.

9(G) The CONTRACTOR must submit to the City Engineer and the City Representative the CONTRACTOR's schedule for completing the Work prior to executing a Specific Authorization. The City engineer will not review any payment request until such schedule has been submitted and approved. Such schedule shall be in a form as specified in the plans which shall provide for expeditious and practicable construction of the Project. The CONTRACTOR'S schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total project. Each such revision shall be furnished to the City Engineer and the City Representative. Strict compliance with the requirements of the Subarticle 9(G) shall be a condition precedent to payment to the CONTRACTOR and failure by the CONTRACTOR to strictly comply with said requirements shall constitute a material breach of this Agreement.

9(H) The CONTRACTOR shall keep an updated copy of the Contract Documents at the site. Additionally, the CONTRACTOR shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the City Engineer during all regular business hours.

9(I) Shop drawings and other such submittals from the CONTRACTOR do not constitute a part of the Agreement. The CONTRACTOR shall not do any work requiring shop drawings or other submittals unless such has been approved in writing by the City Engineer or as required by the Contract Documents. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents or Contract requirements. However, approval by the City Engineer shall not be evidence that work installed pursuant thereto conforms with the requirements of this Agreement and shall not relieve the CONTRACTOR of responsibility for deviations from the Agreement unless the City Engineer has been specifically informed of the deviation by a writing incorporated in the submittals and has approved the deviation in writing.

The delivery of submittals shall constitute a representation by the CONTRACTOR that it has verified that the submittals meets the requirements of the Agreement, or will do

so, including field measurements, materials, and field construction criteria related thereto.

The City Engineer, shall have no duty to review partial submittals or incomplete submittals. The CONTRACTOR shall have the duty to carefully review, inspect, examine, and physically stamp and sign any and all submittals before submission of same to the City Engineer.

9(J) The CONTRACTOR shall maintain the Project site and adjacent areas affected by its work and/or the acts of its employees, material, men, and subcontractors in a reasonably clean condition during performance of the work. Upon substantial completion, the CONTRACTOR shall thoroughly clean the Project site of all debris, trash and excess materials or equipment. If the CONTRACTOR fails to do so, the CITY may complete the cleanup, by its own forces or by separate contract, and shall be entitled to charge the CONTRACTOR for same through the collection or withholding of funds through the mechanisms provided elsewhere herein.

9(K) At all times relevant to this Agreement, the CONTRACTOR shall permit the CITY and its consultants to enter upon the Project site and any offsite lay down areas, and to review or inspect the Work and any materials on any such site, without formality or other procedure.

9(L) The CONTRACTOR recognizes that the CITY may enter into other contracts to perform work relating to the Project, or to complete portions of the Work itself, the CONTRACTOR shall ensure that its forces reasonably accommodate the forces of the CITY and other contractors hired by the CITY. The CONTRACTOR shall coordinate its schedule with the work of other contractors. If the CONTRACTOR claims that delay or damage results from these actions of the CITY, it shall promptly submit a claim as provided herein.

9(M) PROTECTION OF PERSONS AND PROPERTY. It shall be the responsibility of the CONTRACTOR to initiate, continue, and supervise all safety programs and precautions in the performance of the terms of this Agreement. The CONTRACTOR shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, subcontractors' employees, employees of the CITY and members of the public, the Work itself and unassembled components thereof, and other property at the site or adjacent thereto. As part of the CONTRACTOR's obligations hereunder, the CONTRACTOR shall erect and maintain safeguards, barriers, signs, warnings, etc.

With notice to the CITY Engineer, the CONTRACTOR shall promptly remedy loss or damage to the Work, or any person or property described herein caused in whole or in part by the acts of the CONTRACTOR or any subcontractor, sub-subcontractor or material man. This obligation shall be in addition to the requirements of Article 10 herein. The City Engineer may direct the CONTRACTOR to remedy violations of applicable laws, rules, regulations, and interpretations related to safety when and if observed on the site. However, through exercising this authority the City Engineer shall not incur any obligations to monitor, initiate, continue, or supervise safety programs and precautions such to diminish the CONTRACTOR's primary role in same. The City Engineer shall have the right to report suspected safety violations to the Occupational Safety and Health

Administration (OSHA).

The CONTRACTOR shall promptly notify the City Engineer upon discovery of any unidentified material which CONTRACTOR reasonably believes to be asbestos, lead, PCB, or other hazardous material, and shall immediately stop work in the affected area of the Project. The CONTRACTOR shall not be responsible for removal or other work with regard to such hazardous material unless otherwise agreed between the City Engineer and the CONTRACTOR. In the case of work stopped hereunder, Article 6 shall apply to claims for delay, hindrance, or interference. Work will resume in the affected area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the CITY.

ARTICLE 10
INDEMNITY

Except for expenses or liabilities arising from the negligence of the CITY, the CONTRACTOR 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 Agreement as follows:

10(A) CONTRACTOR shall indemnify and hold harmless, to the maximum extent permitted by law, CITY and its 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 CONTRACTOR and persons employed by or utilized by the CONTRACTOR in CONTRACTOR's performance of this Agreement.

10(B) CONTRACTOR's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

10(C) CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which CITY may immediately terminate or suspend this Agreement.

ARTICLE 11
CLAIMS BY THE CONTRACTOR

Claims by the CONTRACTOR against the CITY, other than for time extensions covered by Article 5 hereof, are subject to the following terms and conditions:

11(A) All CONTRACTOR claims against the CITY shall be initiated by a written claim submitted to the CITY. Notice of such claim shall be received by the CITY no later than either ten (10) calendar days after the event, or ten (10) calendar days after the first appearance of the circumstances causing the claim, whichever is sooner, and same shall

set forth in detail all known facts and circumstances supporting the claim. Final costs associated with any claim upon which notice has been filed must be submitted in writing to the CITY within thirty (30) calendar days after notice has been received.

11(B) The CONTRACTOR and the CITY shall continue their performance hereunder regardless of the existence of any claims submitted by the CONTRACTOR including claims set forth in Article 5 hereof.

11(C) In the event the CONTRACTOR discovers previously concealed and unknown site conditions which are materially vary from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Amount may, with the approval of the CITY, be modified, either upward or downward, upon the written notice of claim made by either party within ten (10) calendar days after the first appearance to such party of the circumstances. Final costs must be submitted within thirty (30) calendar days after such notice is received by the CITY, unless extended by written agreement of the parties. As a condition precedent to the CITY having any liability to the CONTRACTOR due to concealed and unknown conditions, the CONTRACTOR must give the City Engineer written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the CONTRACTOR to give the written notice and make the claim as provided by this Subarticle 11(C) and Subarticle 7(A)(ii) shall constitute a waiver by the CONTRACTOR of any rights arising out of or relating to such concealed and unknown condition.

11(D) In the event the CONTRACTOR seeks to make a claim for an increase in the Contract Amount, as a condition precedent to any liability of the CITY therefore, unless emergency conditions exist, the CONTRACTOR shall strictly comply with the requirements of Subarticle 11(A) above and such claim shall be made by the CONTRACTOR before proceeding to execute any work for which a claim is made. Failure to comply with this condition precedent shall constitute a waiver by the CONTRACTOR of any claim for additional compensation;

11(E) In connection with any claim by the CONTRACTOR against the CITY for compensation in excess of the Contract Amount, any liability of the CITY for the CONTRACTOR's cost shall be limited to those cost categories set forth in Article 13(E) below.

ARTICLE 12
SUBCONTRACTORS

12(A) Prior to execution of this Agreement, the CONTRACTOR shall have identified to the City Engineer, in writing, those parties required to be listed on the proposal form as subcontractors on the Project. Any changes to this list at any time shall be subject to the prior approval of the City Engineer. The City Engineer shall, in writing, state any objections the CITY may have to one or more of such subcontractors. The CONTRACTOR shall not enter into a subcontract with an intended subcontractor to whom the CITY reasonably objects. If at any time the CITY objects to a subcontractor, the CONTRACTOR shall solicit proposals from potential replacements and shall submit the three lowest proposals to the City Engineer, along with the CONTRACTOR's proposed choice as replacement without an increase in bid price.

All subcontracts shall afford the CONTRACTOR rights against the subcontractor which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including those rights of Contract termination as set forth herein.

12(B) Each and every subcontract related to the Project is hereby assigned by the CONTRACTOR to the CITY, contingent upon the termination of this Contract for default or convenience as provided herein, and only as to those subcontracts which the City Engineer accepts in writing directed to the CONTRACTOR. This contingent assignment is subject to the prior rights of any surety obligated under a bond related to this Agreement. This contingent assignment will operate prospectively from the effective date of assignment and will not obligate the CITY to any liabilities existing on the effective date of the assignment, or arising from events, acts, failures to act, facts or circumstances existing prior to the effective date of the assignment. The contracts subject to this contingent assignment shall also be further assignable by the CITY, at the CITY's sole option. The CONTRACTOR shall bear the responsibility of notifying subcontractors of this contingent assignment and including it in all subcontracts in connection with the Project.

ARTICLE 13
CHANGE ORDERS

One or more changes to the Work within the general scope of this Agreement may be ordered by Change Order. The CITY may also issue written directions for minor changes in the Work and may issue Construction Change Directives, as set forth below. The CONTRACTOR shall proceed with any such changes or Construction Change Directives without delay and in a diligent manner, and same shall be accomplished in strict accordance with the following terms and conditions:

13(A) Change Order shall mean a written order to the CONTRACTOR executed by the CITY after execution of this Agreement, directing a change in the Work. A Change Order may include a change in the contract amount (other than a change attributable to damages to the CONTRACTOR for delay as provided in Article 5 hereof) or the time for the CONTRACTOR's performance, or any combination thereof. Where there is a lack of total agreement on the terms of a Change Order or insufficient time to execute a bilateral change, the CITY may also direct a change in the Work in the form of a Construction Change Directive, which will set forth the change in the Work and the change, if any, in the Contract Amount or time for performance, for subsequent inclusion in a Change Order; Construction Change Directives shall include a not-to-exceed preliminary price, against which the CONTRACTOR may begin billing (subject to the requirements for pay applications elsewhere herein) as the work is performed.

a. The CONTRACTOR shall furnish a price breakdown, itemized as required and within the time specified by the City Engineer, with any proposal for a contract modification.

b. The price breakdown:

    (a) Must include sufficient detail to permit an analysis of all costs for material, labor, equipment, and subcontracts; and

    (b) Must cover all work involved in the modification, whether the work was

deleted, added, or changed.

c. The CONTRACTOR shall provide similar price breakdowns to support any amounts claimed for subcontracts.

d. The CONTRACTOR's proposal shall include a complete justification for any time extension proposed.

13(B) Any change in the Contract Amount resulting from a Change Order shall be determined as follows:

(1) By mutual agreement between the CITY and the CONTRACTOR as evidenced by (a) the change in the Contract Amount being set forth in the Change Order, (b) such change in the Contract Amount, together with any conditions or requirements relating thereto, being initialed by both parties and (c) the CONTRACTOR's execution of the Change Order; or

(2) If no mutual agreement occurs between the CITY and the CONTRACTOR, the change in the Contract Amount, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the Work. Such reasonable actual costs or savings shall include a component for direct job site overhead and profit but shall not include home-office overhead or other indirect costs or components. The calculation of actual costs shall conform to the markup schedule in Article 13(E) below. Any such costs or savings shall be documented in the format and with such content and detail as the CITY requires.

The CONTRACTOR shall promptly submit such documentation and other backup as the CITY may require in evaluating the actual costs incurred.

13(C) The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Amount and the time for performance by the CONTRACTOR. The CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to, arising out of or resulting from the work included within or affected by the executed Change Order of which the CONTRACTOR knew or should have known;

13(D) The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR'S surety with reference to all Change Orders if such notice, consent or approval are required by the CITY, the CONTRACTOR's surety or by law. The CONTRACTOR'S execution of the Change Order shall constitute the CONTRACTOR's warranty to the CITY that the surety has been notified of, and consents to; such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

13(E) For the purpose of Change Orders, the following definitions of terms apply:

CONTRACTOR's or Subcontractor's Materials shall include the cost of materials, sales tax, and the cost of all transport. The cost of items listed shall be directly related to the Change Order. Indirect costs not specifically related to the Change Order shall not be considered.

CONTRACTOR's or Subcontractor's Direct Labor Cost shall be limited to the hourly rate of directly involved workmen, employer contributions towards company standard benefits, pensions, unemployment, or social security (if any), and employer costs for paid sick and annual leave.

CONTRACTOR's or Subcontractor's Overhead shall include license fees, bond premiums, supervision, wages of timekeepers and clerks, incidentals, home and field office expense, vehicle expense directly related to the Project, and all other direct Project expenses not included in the CONTRACTOR'S materials, direct labor, and equipment costs.

The allowance for Overhead, Profit, and Supervision shall be limited to the following schedule:

1. For the CONTRACTOR, for any work performed by the CONTRACTOR'S own forces, 15% of the Subtotal of Costs to the CONTRACTOR.

2. For the CONTRACTOR, for any work performed by his Subcontractor, 6% of the amount due the Subcontractor.

3. For each Subcontractor or Sub-subcontractor involved, for any work performed by their own forces, 15% of their materials and direct labor costs.

4. For each Subcontractor, for work performed by his Sub-subcontractor(s), 6% of the amount due the Sub-subcontractor.

For Change Orders the total cost or credit to the Owner shall be based on the following schedule:

CONTRACTOR's Materials Cost
+CONTRACTOR's Direct Labor Costs
+CONTRACTOR's Equipment Costs (includes owned/rental equipment)
+ Applicable Subcontractor Costs
Subtotal of Costs to the CONTRACTOR
+ CONTRACTOR's Overhead and Profit
Total Cost or Credit to the Owner

13(F) Nothing contained in this Article shall be deemed to contradict or limit the

terms of Article 5(E) or elsewhere herein.

ARTICLE 14
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

14(A) In the event that the CONTRACTOR covers, conceals or obscures its work in violation of this Agreement or in violation of an instruction from the City Engineer, such work shall be uncovered and displayed for review by the City Engineer and/or the CITY'S consultants upon request, and shall be reworked at no cost in time or money to the CITY.

14(B) If any of the work is covered, concealed, or obscured in a manner not covered by Subarticle 14(A) above, it shall, if directed by the City Engineer, be uncovered and displayed for the City Engineer and/or its consultants. If the uncovered work conforms strictly to this Agreement, the costs incurred by the CONTRACTOR to uncover and subsequently, replace such work shall be done by the CITY; otherwise, such costs shall be borne by the CONTRACTOR.

14(C) The CONTRACTOR shall, at no cost in time or money to the CITY, correct work rejected by the City Engineer as defective or failing to conform to this Contract. Additionally, the CONTRACTOR shall reimburse the CITY for all testing, review, inspections and other expenses incurred as a result thereof.

14(D) In addition to its warranty obligations set forth elsewhere herein and any manufacturers' warranties provided on the Project, and in addition to other remedies provided herein or by law to the CITY, the CONTRACTOR shall be specifically obligated to promptly correct any and all defective or nonconforming work, whether obvious or after-discovered, for a period of twelve (12) months following Substantial Completion upon written direction from the City Engineer.

14(E) The City Engineer may, but shall in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract Amount shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work plus 150% of costs, or (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Amount, if any, is sufficient to compensate the CITY for the acceptance of defective or nonconforming work, the CONTRACTOR shall, upon written demand from the CITY, pay the CITY such remaining compensation for accepting defective or nonconforming work. The CONTRACTOR shall have an opportunity to correct any defect or non-conformance prior to the CITY taking the above actions. The contractor, upon written notice of any defect or non-conformance, shall have ten (10) calendar days to make corrections, unless the City Engineer agrees that the correction will require more than ten (10) calendar days to correct and agrees, in writing, to the specified additional time to correct the defect or non-conformance.

ARTICLE 15
CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

15(A) In addition to the CITY's rights under Article 8 and elsewhere herein, the

CITY shall have the right at any time to direct the CONTRACTOR to suspend its performance, or any designated part thereof when in the interests of the CITY. If any such suspension is directed by the CITY, the CONTRACTOR shall immediately comply with same;

15(B) In the event the City Engineer directs a suspension of performance under this Article, through no fault of the CONTRACTOR, if the suspension is lifted other than by termination, the CITY shall pay the CONTRACTOR as full compensation for such suspension the CONTRACTOR's ordinary and reasonable costs, actually incurred, and paid, of:

(1) demobilization and remobilization, including such justifiable costs paid to subcontractors (cost categories and markups limited to those set forth in Article 13(E) above); and

(2) preserving and protecting work in place; and

(3) approved storage of materials or equipment purchased for the Project, including insurance thereon; and

(4) substantiated extended field office overhead (no home office overhead).

15(C) The CITY may order suspension of the Work in whole or in part for such time as deemed necessary because of the failure of the CONTRACTOR to comply with any of the requirements of this Agreement, and the Agreement's completion date shall not be extended on account of any such suspension of Work.

When the City Engineer orders any suspension of the Work under this Subarticle (C), the CONTRACTOR shall not be entitled to any payment for Work which the CONTRACTOR performs after notice of suspension and/or during the suspension period and shall not be entitled to any costs or damages resulting from such suspension.

15(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 16
TERMINATION BY THE CITY

The CITY may terminate this Agreement in accordance with the following terms and conditions:

16(A) Termination for Convenience. The CITY may, when in the interests of the CITY, terminate performance under this Agreement by the CONTRACTOR, in whole or in part, for the convenience of the CITY. The CITY shall give written notice of such termination to the CONTRACTOR specifying when termination becomes effective. The CONTRACTOR shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the CONTRACTOR shall stop work when such termination becomes

effective. The CONTRACTOR shall also terminate outstanding orders and subcontracts for the affected work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The CITY may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under termination orders or subcontracts to the CITY or its designee. The CONTRACTOR shall transfer title and deliver to the CITY such completed or partially completed work and materials, equipment, parts, fixtures, information, and contract rights as the CONTRACTOR has in their possession or control. When terminated for convenience, the CONTRACTOR shall be compensated as follows:

16(A)(l) The CONTRACTOR shall submit a termination claim to the CITY specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the CITY. If the CONTRACTOR fails to file a termination claim within one (1) year from the effective date of termination, the CITY shall pay the CONTRACTOR, an amount derived in accordance with Subarticle (3) below;

16(A)(2) The CITY and the CONTRACTOR may agree to the compensation, if any, due to the CONTRACTOR hereunder;

16(A)(3) Absent agreement to the amount due to the CONTRACTOR, the CITY shall pay the CONTRACTOR the following amounts:

a. Contract costs for labor, materials, equipment and other services accepted under this Agreement;

b. Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the CONTRACTOR'S performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the CONTRACTOR would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

c. Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subarticle (A) of this Article (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and the CONTRACTOR shall be limited by the CITY's right to direct the replacement of subcontractors under Article 12 (A).

The total sum to be paid the CONTRACTOR under this Subarticle 16(A) shall not exceed the total Contract Amount, as

properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

16(B) Termination for Cause. If the CONTRACTOR does not perform the Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the CITY, in addition to any other rights it may have against the CONTRACTOR or others, may terminate the performance of the CONTRACTOR, in whole or in part at the CITY's sole option, and assume possession of the Project site and of all materials and equipment at the site and may complete the work.

In such case, the CONTRACTOR shall not be paid further until the Work is complete. After Final Completion has been achieved, if any portion of the Contract Amount, as it may be modified hereunder, remains after the cost to the CITY of completing the Work, including all costs and expenses of every nature incurred, has been deducted by the CITY, such remainder shall belong to the CONTRACTOR. Otherwise, the CONTRACTOR shall pay and make whole the CITY for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the CONTRACTOR is terminated by the CITY for cause pursuant to this Subarticle 16(B) and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subarticle 16(A) and the provisions of Subarticle 16(A) shall apply.

16(C) Termination for Non-Appropriation. The CITY may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Subarticle 16(A).

16(D) The CITY's rights under this Article shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 17
INSURANCE

17(A) CONTRACTOR 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 their subcontractors, agents, or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

17(A)(1) Evidence of Insurance

CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR 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 CONTRACTOR hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, 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, Watercraft Liability and Pollution Liability Insurance 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. With respect to Property Insurance, a fully completed Evidence of Commercial Property Insurance (ACORD Form 28) signed by an authorized representative of the insurance, a copy of the notice of cancellation endorsement and a copy of the waiver of subrogation endorsement shall be satisfactory evidence of such insurance. All endorsements shall be properly completed and signed by an authorized representative of the insurer providing the coverage and shall indicate the policy number.

To the extent CONTRACTOR is permitted to and elects to sub-contract any of the Work performed under this Agreement, CONTRACTOR shall require Subcontractors to maintain any and all insurance required by law. Except to the extent required by law, or as otherwise specifically provided by this Agreement, this Agreement does not establish minimum insurance requirements for Subcontractors.

If the insurance policies expire or terminate during the term of this Agreement, CONTRACTOR 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, CONTRACTOR 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 by this Article 17. CONTRACTOR 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 by Article 17.

17(A)(2) Workers' Compensation/Employer's Liability Insurance.

Workers' Compensation/Employer's Liability 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 members, 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 thirty (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:	$2,000,000	Each Accident
	$2,000,000	Disease - Policy Limit
	$2,000,000	Disease - Each Employee

17(A)(3) Commercial General Liability Insurance.

Commercial General Liability 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 members, 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 Contractor) and ISO form CG 20 37 (Additional Insured – Owners, Lessees, or Contractors-Completed Operations).

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

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

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

CONTRACTOR 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 than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

17(A)(4) Automobile Liability Insurance.

Automobile Liability 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	$2,000,000

17(A)(5) Watercraft Liability

To the extent watercraft are utilized, the CONTRACTOR shall purchase and maintain, or cause its subcontractors to purchase and maintain, insurance which shall, at a minimum, cover the CONTRACTOR and subcontractor for injuries or damage arising out of the use of all owned, non-owned and hired watercraft.

The insurance shall include the CITY and its members, officials, officers and employees as additional insureds.

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

The limits applicable to watercraft liability (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$2,000,000

17(A)(6) Pollution Legal Liability

Pollution Legal Liability shall cover CONTRACTOR for liability resulting from pollution or other environmental impairment arising out of, or in connection with, Work performed

under this Agreement, or which arises out of, or in connection with this Agreement, 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.

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

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the 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 any amounts provided by an umbrella or excess policy) shall be:

Each Claim	$2,000,000
Annual Aggregate	$2,000,000

The CITY and the CITY's members, officials, officers, and employees shall be included as an "Additional Insureds" on the policy.

The Maximum permissible deductible or self-insured retention on the policy shall be $50,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of CONTRACTOR and CONTRACTOR shall pay on behalf of the CITY or CITY's members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's officials, officers, agents and employees.

17(A)(7) Property/Builder's Risk Insurance

CONTRACTOR shall provide, in a policy acceptable to the CITY, "all risk" (i.e., Special Form) property or builder's risk insurance on all such construction, additions, modifications, machinery, and equipment. The policy shall be issued on a non-reporting form of policy. The amount of the insurance shall be no less than the Contract Amount.

The maximum deductible for other than windstorm or hail shall be $10,000 per occurrence. The maximum deductible per occurrence for windstorm and hail shall be the greater of $20,000 or 5% of the Contract Amount. CONTRACTOR shall be responsible for the payment of such deductible.

The policy must be endorsed to provide the CITY with thirty (30) days prior written notice of cancellation. The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its members, officials, officers, and employees.

17(A)(8) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained

by CITY or CITY's members, officials, officers or employees. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by CONTRACTOR pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CITY), CONTRACTOR shall be responsible for paying on behalf of CITY (and any other person or organization CONTRACTOR has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to the CITY or CITY's members, officials, officers or employees by the insurance provided by CONTRACTOR 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 CONTRACTOR) available to the CITY under this Agreement or otherwise.

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

17(A)(9) CONTRACTOR shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before beginning any WORK under this Agreement. Failure to do so shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17(A)(10) At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

ARTICLE 18
PERFORMANCE AND PAYMENT BONDS

(a) BONDS REQUIRED: Prior to issuance of the Notice of Commencement, CONTRACTOR shall provide CITY with a Common Law Performance Bond and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the CITY, and attached hereto, with a Power of Attorney Affidavit, each in an amount not less than the Contract Amount. Within fifteen (15) days after issuance of the Notice of Commencement, CONTRACTOR shall record in the public records of the county where the improvement is located, the statutory payment bond and common law performance bond as required in Section 255.05, Florida Statutes. CONTRACTOR shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording.

(b) SURETY'S QUALIFICATIONS: All bonds required under this Agreement, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond, shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

The surety company or corporation shall have minimum ratings by the A.M. Best Company of A- or better with a Financial Size Category of "V" or larger.

(2) Circular 570

In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the U.S. Department of the Treasury Circular 570, Revised 2022, requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of the Treasury Circular 570, Revised 2022. If the amount of the bond exceeds the underwriting limitations set forth in the U.S. Department of the Treasury Circular 570, Revised 2022, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the U.S. Department of the Treasury Circular 570, Revised 2022, and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with U.S. Department of the U.S. Department of the Treasury Circular 297, Revised September 1, 1978 (implemented at 31 CFR Part 223). Further the surety company shall provide the CITY with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

(c) ADDITIONAL OR REPLACEMENT BOND: It is further mutually agreed between the parties hereto that if, at any time, the CITY shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the work or otherwise) ceases to be adequate, the CONTRACTOR shall, at their expense within five (5) days after the receipt of notice from the CITY to do so, furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the CITY. In such event, no further payments to the CONTRACTOR shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the CITY.

(d) CO-SURETIES: Subject to the following requirements, the bonds required by this Agreement may be provided by more than one surety

(1) At least one of the co-sureties shall meet the requirements of Paragraph (b) for the full amount of the bond; and

(2) Each surety shall be jointly and several liable for the full amount of the bond required.

(e) FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the CITY for all bonds required by the CITY.

ARTICLE 19
PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the CONTRACTOR, or any subcontractor of the CONTRACTOR, shall be made available to the CITY and/or their consultants for inspection and copying upon written request by the CITY. Furthermore, said documents shall be made available, upon request by the CITY, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the CONTRACTOR. The CONTRACTOR shall maintain and protect these documents for no less than three (3) years after Completion of the Project, or for any longer period of time as may be required by law or good construction practice. The CONTRACTOR further agrees to include these provisions in any subcontracts issued by the CONTRACTOR in connection with this Agreement.

ARTICLE 20
APPLICABLE LAW

The laws of the State of Florida shall govern this Agreement. In any litigation arising under this Agreement, the parties agree to a waiver of the right to a trial before a jury, and all such litigation shall be litigated only in a non-jury hearing in St. Lucie County, Florida.

ARTICLE 21
SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators, or other representatives to the other party hereto and to successors, assigns, executors, administrators, or other representatives of such other party in connection with all terms and conditions of this Contract. The CONTRACTOR shall not assign this Agreement without prior written consent of the CITY.

ARTICLE 22
MISCELLANEOUS PROVISIONS

22(A) Compliance By CONTRACTOR: Nondiscrimination

CONTRACTOR shall comply with all Federal, State and Local laws, ordinances, rules and regulations of any authorities throughout the duration of this Agreement. The CONTRACTOR shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold CITY harmless and indemnify same in the event of non-compliance. CONTRACTOR agrees to abide by the requirements under Federal Executive Order Number 11246, "Equal Employment Opportunity," as amended,

including specifically the provisions of the equal opportunity clause.

22(B) Drug-Free Workplace

CONTRACTOR shall comply with Florida Drug-free Workplace Act, P.S. 287.087.22

22(C) State and Local Taxes

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

CONTRACTOR shall indemnify and hold harmless the CITY for any loss, cost or expense incurred by, levied upon or billed to the CITY as a result of CONTRACTOR's failure to pay any tax of any type due in connection with this Agreement. CONTRACTOR shall ensure that the above sections are included in all subcontracts and sub-subcontracts, and shall ensure withholding on out of state subcontractors and sub-subcontractors to which withholding is applicable.

22(D) Gratuities and Kickbacks

Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.

Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

22(E) Any and all notices required to be sent under this Agreement or otherwise shall be sent to the following:

CITY:
John R. Andrews, P.E., City Engineer
City of Fort Pierce
P.O. Box 1480
Fort Pierce, FL 34954-1480

Attention: City Manager
City Attorney

CONTRACTOR:
JANICE M. RILEY INC. DBA THE PAVING LADY
1000 W Industrial Ave.
Boynton Beach, FL 33426

ARTICLE 23
ENTIRE AGREEMENT

Any modification to this Agreement must be supported by an additional, articulated consideration, and must either be in writing, executed by the parties hereto, or, if made orally, should be confirmed in writing, which writing should state the consideration which supports the modification. Failure to confirm an oral modification in writing shall constitute a waiver of any claim for additional compensation with regard to the oral modification. Nothing in this Article shall be construed to limit the CITY's authority to issue changes set forth in Article 13 herein.

ARTICLE 24
SEVERABILITY

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, this invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are agreed to be severable.

ARTICLE 25
WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach and shall not entitle any party hereto to any subsequent waiver of any terms hereunder. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

ARTICLE 26
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.

ARTICLE 27
E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by CONSULTANT. In accordance with, Section 448.095, Florida Statutes, CONTRACTOR 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 Contract. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR 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. CONTRACTOR shall, upon request, provide evidence of compliance with this provision to the CITY. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement with a CONTRACTOR, the CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. CONTRACTOR is liable for any additional costs incurred by the CITY as a result of the termination of this Agreement under Section 448.095, Florida Statutes.

IN WITNESS WHEREOF, the Parties have executed this Agreement under their several seals the day and year first written above.

WITNESSETH:

Henry Cotolo
Print name

Signature

John Provenzano
Print name

Signature

CONTRACTOR:
JANICE M. RILEY INC. D.B.A. THE PAVING LADY

By: MAURO COMUZZI

Title: CEO / President

Federal Tax ID No. 65-0303696

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE

Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com

Office: (772) 467-3102 Fax: (772) 467-3848

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called OWNER, in the penal sum of _____

_____Dollars, ($_____),

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the **5th** day of **September 5, 2023,** a copy of which is hereto attached and made a part hereof, **to furnish Annual Street Resurfacing, Bid No. 2023-044.**

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes, as the same may be amended. The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and Agreements of said Contract and remedies without cost to City any defects which may develop during a period of one (1) year from the date of the issuance of the final certificate of completion of each portion of the Work performed under said Agreement, and

2. Pays Owner all losses, damages (liquidated or actual), expenses, costs and attorneys' fees including costs and attorneys' fees on appeal that Owner sustains resulting directly or indirectly from any breach or default by Principal under the Contract, and

3. Satisfies all claims and demands incurred under the Contract, and fully indemnifies and holds harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Owner for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees on appeal) resulting from any failure to perform up to the amount of the Penal Sum.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the Owner harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon Owner's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications), and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____
(Number)

counterparts, each of which shall be deemed an original, this_____ day of _____,2023.

ATTEST:

_____
(Principal) Secretary

Name _____
(Type)

(Corporate Seal)

_____
Witness as to Principal

_____
Witness as to Principal

_____
Principal

By _____

Name _____
(Type)

Title _____

_____
(Address)

_____

ATTEST:

_____
(Surety) Secretary

Name _____
(Type)

(Corporate Seal)

_____
Witness as to Surety

_____
Witness as to Surety

_____
Surety

By _____
Attorney-in-Fact

Name _____
(Type)

_____
(Address)

_____

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com

Office: (772) 467-3102 Fax: (772) 467-3848

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

100 North U.S. Highway 1, Fort Pierce, Florida 34950
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____

_____ Dollars, ($_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the **5th** day of **September 5, 2023,** a copy of which is hereto attached and made a part hereof, **to furnish Annual Street Resurfacing.**

The Surety shall be bound by any and all arbitration awards to the same extent as Contractor is bound. All dates to be filled in by Owner.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the

prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions:

1. This bond is furnished for the sole purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this bond that a claimant's right of action on the bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

Therefore, a claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for his labor, material, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish the Contractor with a notice that he intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for his labor, materials or supplies shall, within ninety (90) days after performance of the labor or completion of delivery of the materials or supplies, deliver to the Contractor and to the Surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. No action for the labor, materials or supplies may be instituted against the Contractor or the Surety unless both notices have been given. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Owner and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Owner to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of such proceeding.

4. Any changes in or under the Contract Documents (which include the Plans, Drawings, and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein, shall not affect Surety's obligations under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the Contract Documents.

IN WITNESS WHEREOF, this instrument executed in _____ (Number) counterparts, each of which shall be deemed an original, this ___ day of ____, 2023.

ATTEST:

_____
Principal

_____ By _____
(Principal) Secretary

Name _____ Name _____
(Type) (Type)

Title _____

(Corporate Seal)

_____
(Address)

_____
Witness as to Principal

_____
Witness as to Principal

ATTEST:

_____
Surety

_____ By _____
(Surety) Secretary Attorney-in-Fact

Name _____ Name _____
(Type) (Type)

_____
(Corporate Seal) (Address)

_____ _____
Witness as to Surety

_____
Witness as to Surety

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.

ATTACH: A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

(The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.)

END OF SECTION

Gmail

John Provenzano <john@pavinglady.com>

FW: Paving Lady Contract 2023-044 - Bond questions

1 message

Selena Griffett <sgriffett@cityoffortpierce.com> Wed, Dec 13, 2023 at 11:16 AM
To: "john@pavinglady.com" <john@pavinglady.com>
Cc: Mauro Comuzzi <mauro@pavinglady.com>

Good morning John,

As we discussed, the City agrees that bond amounts should be tied to individual Task/Work Order amounts, not the entire contract amount.

The email chain below indicates concurrence from the Purchasing Manager and City Attorney.

I received no direction on editing the actual contract document but am providing this email record to you for confirmation.

Please let us know if there is anything else you need.

Thank you for your patience and cooperation.

Selena Griffett PE | Project Engineer | City of Fort Pierce

Engineering Department

Phone: 772.467.3780 Cell: 772.519.1081 Fax: 772.460.6847 100 North U.S. 1 Fort Pierce

Website | Facebook | Survey

THE SUNRISE CITY FORT PIERCE Florida

From: Gelencia Carter <gcarter@cityoffortpierce.com>
Sent: Monday, December 11, 2023 3:38 PM
To: Sara Hedges <shedges@cityoffortpierce.com>; Selena Griffett <sgriffett@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: RE: Paving Lady Contract 2023-044 - Bond questions

Sounds good to me.

Thanks Sara,

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: Sara Hedges <shedges@cityoffortpierce.com>
Sent: Monday, December 11, 2023 3:22 PM
To: Gelencia Carter <gcarter@cityoffortpierce.com>; Selena Griffett <sgriffett@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: RE: Paving Lady Contract 2023-044 - Bond questions

I think you can make that a part of each Specific Authorization when they come up. So long as you all are satisfied that we have received each required performance bond.

Sara Hedges | City Attorney | City of Fort Pierce

City Attorney's Office

Phone: 772.467.3046 Fax: 772.489.5492

100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

From: Gelencia Carter <gcarter@cityoffortpierce.com>
Sent: Monday, December 11, 2023 3:21 PM
To: Selena Griffett <sgriffett@cityoffortpierce.com>; Sara Hedges <shedges@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: RE: Paving Lady Contract 2023-044 - Bond questions

Selena,

I think that's a question for Sara.

Thanks,

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

THE SUNRISE CITY FORT PIERCE Florida

From: Selena Griffett <sgriffett@cityoffortpierce.com>
Sent: Monday, December 11, 2023 12:48 PM
To: Gelencia Carter <gcarter@cityoffortpierce.com>; Sara Hedges <shedges@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: RE: Paving Lady Contract 2023-044 - Bond questions

I agree, Genny.

Do we need to revise the contract document or something?

Selena Griffett PE | Project Engineer | City of Fort Pierce

Engineering Department

Phone: 772.467.3780 Cell: 772.519.1081 Fax: 772.460.6847 100 North U.S. 1 Fort Pierce

Website | Facebook | Survey

THE SUNRISE CITY FORT PIERCE Florida

From: Gelencia Carter <gcarter@cityoffortpierce.com>
Sent: Monday, December 11, 2023 12:35 PM
To: Selena Griffett <sgriffett@cityoffortpierce.com>; Sara Hedges <shedges@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: RE: Paving Lady Contract 2023-044 - Bond questions

Good morning,

Being that the contract is a unit price contract and the projects are being assigned by individual task orders, I think the typical method is how we should proceed, the contractor providing payment and performance bonds for the amount of the Task Order/Specific Authorization.

Kindest 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

THE SUNRISE CITY
FORT PIERCE
Florida

From: Selena Griffett <sgriffett@cityoffortpierce.com>
Sent: Monday, December 11, 2023 12:21 PM
To: Sara Hedges <shedges@cityoffortpierce.com>; Gelencia Carter <gcarter@cityoffortpierce.com>
Cc: Latonya Hubbard <lhubbard@cityoffortpierce.com>
Subject: Paving Lady Contract 2023-044 - Bond questions

Good Morning Ladies,

The contractor called me with a question and I need your opinions/advice.

Article 18 Performance and Payment Bonds (page 30 of the attached document) of the contract requires bond amounts reflective of the entire contract amount. This is prohibitive for a unit price type contract. Typically, upon notice to proceed for an individual Task Order/Specific Authorization, the contractor will provide payment and performance bonds for the amount of the Task Order/Specific Authorization.

Is this your understanding as well?

How do you suggest we handle this?

Thanks for your help!

Selena Griffett PE | Project Engineer | City of Fort Pierce

Engineering Department

Phone: 772.467.3780 Cell: 772.519.1081 Fax: 772.460.6847 100 North U.S. 1 Fort Pierce

Website | Facebook | Survey



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/26/2023

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:	
Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	PHONE (A/C, No, Ext): (954) 776-2222	FAX (A/C, No): (954) 776-4446
	E-MAIL ADDRESS: 053.certs@bbrown.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Brierfield Insurance Company	10993
INSURER B :	FCCI Insurance Company	10178
INSURER C :	National Trust Insurance Company	20141
INSURER D :	Federal Insurance Company	20281
INSURER E :		
INSURER F :		

INSURED
Janice M. Riley, Inc dba The Paving Lady
Asfalto, Inc.
1000 West Industrial Avenue
Boynton Beach FL 33426

COVERAGES **CERTIFICATE NUMBER:** 23/24 **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:	Y		GL10005588804	03/28/2023	03/28/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA10005588903	03/28/2023	03/28/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UMB10005588703	03/28/2023	03/28/2024	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC010006805603	03/28/2023	03/28/2024	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Equipment Floater			45469868	03/28/2023	03/28/2024	Leased & Rented	200,000

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

RE: City of Fort Pierce Annual Street Resurfacing project 2023-044

City of Fort Pierce and its board members, officials, officers and employees are included as Additional Insured with respects to General Liability as required by written contract.

CERTIFICATE HOLDER

City of Fort Pierce, Attn: Purchasing
P.O. 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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City Commission Meeting & Budget Hearing - 5:05 pm | Agenda Item # 12.d.

Meeting Date: 09/05/2023
Re: Approval to Award Bid 2023-044 Annual Street Resurfacing Contract
Submitted For: Selena Griffett, Project Engineer, Engineering

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SUBJECT:

Approval to award Bid 2023-044 Annual Street Resurfacing Contract to the lowest responsible bidder, The Paving Lady, in an amount not to exceed $4,179,259.69 over a three (3) year period.

SUMMARY:

As part of the Infrastructure Surtax commitment, each year the City pursues a contractor to perform resurfacing of various City streets.

Staff has reviewed the bids and recommends award to lowest, responsible bidder, The Paving Lady. A Bid Tabulation is attached.

This is a unit price contract and has a term of three (3) years with an option to renew for two (2) additional one (1) year periods.

The Estimated Total Value of this contract is $4,179,259.69 over a three (3) year period.

RECOMMENDATION:

Staff is recommending approval of the Award for Bid #2023-044 Annual Street Resurfacing Contract to The Paving Lady.

ALTERNATIVES:

Do not award the contract. The City can re-advertise the project or seek out other "piggy back" contracts to use to complete the work.

RESPONSIBLE STAFF:

Jack Andrews, P.E.
Selena Griffett, P.E.

COORDINATED WITH:

Purchasing Division

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	22/23
Account:	114-1111-519-6310
Amount:	varies

FISCAL IMPACT:

The funds for the Annual Resurfacing Program will be encumbered from the Infrastructure Surtax Account SUR 114-1111-519-6310

Attachments

Recommendation of Award
Bid Tabulation
DRAFT Agreement
Exhibit A
Exhibit E
Exhibits B and C
Exhibit D

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/29/2023 11:20 AM
City Manager	Nick Mimms	08/30/2023 11:00 AM
Form Started By: Selena Griffett		Started On: 08/23/2023 10:07 AM
Final Approval Date: 08/30/2023		

City Commission Regular Meeting **Agenda Item # 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		

City Commission Regular Meeting - 5:05 PM **11. B.**

Meeting Date: 07/21/2025

Re: AT&T Change Order #1 - Avenue B Utility Installation

Submitted For: Selena Griffett, Project Engineer, Engineering

SUBJECT:

Approval of AT&T Change Order for Avenue B Utility Installation in the amount of $74,391.65.

SUMMARY:

The cost of AT&T Utility relocations was approved by the City Commission at their May 15, 2023 meeting. At the time, the estimated cost was a total of $77,137.48 ($12,580.36 for design, and
$64,557.12 for construction/installation).

The work was completed by AT&T in February 2024. On June 20, 2024 the city received email notification from AT&T that construction/installation charges had increased significantly from $64,557.12 to $138,948.77. Multiple emails were exchanged and previous legal review (RLS-409 and related RLS-154) were completed to guide the City's decision to request a funding change order in the amount of $74,391.65 to process the final AT&T Invoice for payment.

RECOMMENDATION:

Staff recommends appoving the Change Order as noted.

ALTERNATIVES:

Refuse the Change Order for utility installation.

RESPONSIBLE STAFF:

Selena Griffett, P.E.

COORDINATED WITH:

City Engineer, Mark Zrallack
City Attorney
AT&T

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2025
Account:	1141111-563100
Amount:	$74,391.65

FISCAL IMPACT:

The funding is available in Infrastructure Surtax account

Attachments

Change Order 1
Original Estimate Feb 2023
Actual Invoice July 2024
RLS City Attorney Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/08/2025 08:33 PM
City Manager	Richard Chess	07/11/2025 01:27 PM
Form Started By: Selena Griffett		Started On: 07/07/2025 10:49 AM
Final Approval Date: 07/11/2025		

AVENUE B IMPROVEMENTS
AT&T UTILITY EXPENSES
(AT&T Project Number A02FBXR)

CHANGE ORDER NO. 1

Date: June 30, 2025

Contractor: AT&T

ORIGINAL CONTRACT AMOUNT	:	$ 64,557.12
CURRENT CONTRACT AMOUNT INCLUDING PREVIOUS CHANGE ORDERS	:	$ 64,557.12
NET CONTRACT AMOUNT **INCREASE** RESULTING FROM THIS CHANGE ORDER	:	**$ 74,391.65**
PROPOSED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	:	**$ 138,948.77**
CURRENT CONTRACT EXPIRATION DATE	:	August 27, 2024
PROPOSED CONTRACT EXPIRATION DATE	:	August 27, 2024

CHANGES ORDERED:

I. GENERAL:

This Change Order reflects the difference between AT&T Cost Estimate for **AT&T Project Number A02FBXR** provided to the City on February 10, 2023 and AT&T Construction Costs provided to the City on July 29, 2024. Both documents are attached.

II. REQUIRED CHANGES/COST ADJUSTMENTS:

AT&T has provided the following for changes to the copper cable installed:

Project No	Activity Period	Company Cd	Acct	Exp Type XC	Amt	RCC	Loc Cd	Trans Source	Desc	Qty	Comment1
A02FBXR	Nov-2023	5F00	2003.5C	520	$725.06	BLKC0F1R0	E8628	SCM	CABLE COPPER ANMW 0025	985	CABLE 24G 25P /INW (21-39 PR)
A02FBXR	Nov-2023	5F00	2003.5C	520	$240.22	BLKC0F1R0	E8628	SCM	CABLE COPPER ANMW 0050	190	CABLE 24G 50P /INW (40-63 PR)
A02FBXR	Nov-2023	5F00	2003.5C	520	$2,277.94	BLKC0F1R0	E8628	SCM	CABLE COPPER ANMW 0100	930	CABLE 24G 100P /INW (89-126 PR)
A02FBXR	Nov-2023	5F00	2003.5C	520	$2,019.49	BLKC0F1R0	E8628	SCM	CABLE COPPER ANMW 0200	435	CABLE 24G 200P
A02FBXR	Nov-2023	5F00	2003.5C	520	$4,666.04	BLKC0F1R0	E8628	SCM	CABLE COPPER ANMW 0300	705	CABLE 24G 300P
A02FBXR	Nov-2023	5F00	2003.5C	520	$2,275.29	BLKC0F1R0	E8628	SCM	CABLE COPPER ANMW 0400	265	CABLE 24G 400P
A02FBXR	Nov-2023	5F00	2003.5C	520	$11,091.27	BLKC0F1R0	E8628	SCM	CABLE COPPER ANMW 0600	838	CABLE 24G 600P
					$23,295.31						

Additional Cost Descriptions have also been provided and are attached for reference.

III. JUSTIFICATION:

At the City Commission Regular Meeting on May 15, 2023 the Commission approved the cost of **AT&T Project Number A02FBXR** relocations based on the estimates provided on February 10, 2023 (attached).

AT&T provided a progress update via email on September 27, 2023 that is attached but did not elaborate on any changes in price.

On June 20, 2024 the City received an email describing increased costs for AT&T relocations along Avenue B (**AT&T Project Number A02FBXR**, attached). The costs came in higher than expected and was coordinated with AT&T construction managers to better understand why the cost of this project ended up higher than expected. Below is a list of issues which contributed to the higher cost:

- The cost of copper increased from the time the job was quoted to the time it was built. Since this job only placed copper cable, this lead to an increase in material cost.
- All of the conduits were installed by the city contactor and in multiple instances, were not in the locations requested or stubbed up properly. This lead to multiple dispatches and additional splicing. The additional splicing was very consuming on this project. This also lead to us have to back feed the cable in some locations.
- Some of the conduits were not rodded and so we had to perform this work.

- Due to the large size of the copper cable, some pedestal locations the cables could not make the 180 degree bend and so they have to be cut and spliced.
- Due to outages during splicing and records errors, we had to test each pair on each cable where the proposed cables met the existing cables.

For the job that placed the cable (**AT&T Project Number A02FBXR**) the actual cost came in at $208,555.37. We removed $19,044.72 from the invoice (shown as betterment) as this was the cost quote for AT&T to set new poles and transfer our cables but this did not meet the city's needs for the project.

Also, while this job was being worked, the way that AT&T overhead rates are calculated changed substantially which lead to a much higher overhead rate being applied to this project. It was discussed and agreed with AT&T finance to apply the overhead rate to what it was at the time of the quote/work. AT&T total cost was $208,555.37, but the revised invoice amount is $138,948.77.

The City requested and received additional descriptions of the justification for the increased costs. This information provided by AT&T is attached.

IV. PAYMENT:

Upon approval of this Change Order #1, no additional funds are requested.

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:
Mark Zrallack, P.E
City Engineer

By: _____ Date: _____
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:
Luke Folkerts
Senior OSP Design Engineer – AT&T

By: _____ Date: _____
Signature

LETTER OF AGREEMENT FOR CUSTOM WORK and ESTIMATE OF ACTUAL COST
GOVERNMENT AGREEMENT

February 10, 2023

CR #: 221274
Project Number: A02FBXR

Customer Name: City of Fort Pierce
Billing Address: 100 North US Hwy 1, Fort Pierce, FL 34954
Contact Name: Selena Griffett
Contact email Address: sgriffett@cityoffortpierce.com
Contact Phone Number: (772) 467-3780
Site Location: Ave B (from 13th St to 8th St.), Fort Pierce, FL 34950

AT&T has received a request from you to perform the following work:

This project is for the relocation of aerial cables to buried in conduit. This project is only for the additional cost from relocating from aerial to buried. The cost to relocate and maintain aerial ($19,044.72) will be deducted from this invoice.

Estimated Actual Cost Quote	
Expenses	**Amount**
ENGINEERING LABOR	**$ 11,956.92**
MATERIAL COST	**$ 24,449.53**
CONSTRUCTION LABOR	**$ 47,195.39**
CONTRACTOR COST	**$ 0.00**
MISC. COST	**$ 0.00**
Estimated Contract Price	**$ 83,601.84**
Less Credits/Payments	**$ 19,044.72**
Estimated Balance Due	**$ 64,557.12**

Special construction charges apply. Engineering and Construction will not begin until the attached contract is signed by you or your authorized agent. This signed agreement must be received at the AT&T address shown below before AT&T will proceed with any work.

This quote is only valid for 60 days from the date of this letter.

Payment in full is required within 30 days after the date of the AT&T invoice for the charges associated with the work performed.

CUSTOM WORK AGREEMENT

CR #: 221274

Project Number: A02FBXR

This Custom Work Agreement ("Agreement") is entered into by and between BellSouth Telecommunications, LLC. d/b/a AT&T Southeast (hereafter "AT&T") and City of Fort Pierce (Customer).
AT&T and Customer hereby agree to following terms:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.

2. **Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto and incorporated herein by this reference ("Special Construction"). Payment in full based on actual costs is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.

3. **Price Quote.** The price is guaranteed for 60 days from February 10, 2023 . If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.

4. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.

5. **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, as applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.

6. **Changes in Scope of Work.** The parties recognize that this is an 'Actual Cost' contract. "Actual Cost" means that Customer will be provided with a final bill after the completion of all work and agrees to pay that final bill. The final bill will be calculated based on AT&T's billing practices and work performed, which Customer agrees to accept. Customer understands and agrees that the final bill for the Actual Cost may exceed the preliminary cost estimate that has been provided for this work. Consequently, AT&T is not required to provide the Customer with prior notice that the Actual Cost has exceeded the preliminary cost estimate prior to providing the final bill. Further, if the Customer initiates changes in the scope of the work after AT&T has provided the preliminary cost estimate or after executing this contract, the above cost estimate and this contract are null and void. A new cost estimate must be provided based on the new scope of work and a new contract entered. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.

7. **Changes Due to Field Conditions.** In the event there exists any conditions in the field that differ from those that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the cost estimate was provided. Differing field conditions are but one example of why the Actual Cost may exceed the preliminary cost estimate. Further, items that Customer has agreed to provide in connection with the Special Construction work, such as (but not limited to) providing conduit and/or handholes, must be suitable to AT&T's purposes. If these items are not suitable or AT&T is forced to acquire or provide them, it will result in increased costs that Customer agrees to pay.

8. **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its lines and any facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.

9. **Time to Complete.** Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.

10. **Indemnification and Hold Harmless.** Both parties, its agents, servants, and employees hereby agree to indemnify and hold harmless each other, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of each party, its agents, servants, or employees.

11. **Miscellaneous.**

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

B. Effect of Waiver. No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition, or duty.

C. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

D. Interpretation. The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.

E. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the state that the work site location is located without regard to that state conflict of law principles.

F. Attorneys' fees. If either party materially breaches this Agreement and should the non-breaching party seek to enforce it rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.

G. Authority. The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.

H. No Precedent. Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.

I. Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

J. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for 60 days from the date of this letter.

CR #: 221274

Project Number: A02FBXR

Date Quote Expires: 4/12/2023

AT&T Design Engineer: Luke Folkerts (LF2490)

ACCEPTED FOR CUSTOMER:

Authorized Signature

Title:

Company:

Printed Name:

Date:

AT&T CWO Manager Contact Information

Gene Ferry

Digitally signed by Gene Ferry
Date: 2023.02.10 14:05:03 -06'00'

CWO Manager

Phone Number: (262) 347-5863

Email Address: gf2431@att.com

Date: February 10, 2023

Please send original signed agreement to AT&T CWO 220 Wisconsin Avenue, FLR 2, Waukesha, WI 53186

AT&T

CITY OF FORT PIERCE
100 NORTH US HWY 1
FORT PIERCE FL 34954

Account Number 417 24D-2285 198 6
Billing Date Jul 29, 2024

Web Site att.com

Bill-At-A-Glance

Previous Bill	.00
Payment	.00
Adjustments	.00
Balance	.00
Current Charges	138,948.77
Total Amount Due	$138,948.77
Amount Due in Full By	Aug 27, 2024

FINAL BILL

Billing Summary

Online: **att.com/myatt**	**Page**	
Plans and Services	1	138,948.77
Payment Arrangements: 1 888 827-3237		
Total Current Charges		138,948.77

News You Can Use Summary

. FEES AND SURCHARGES . COLLECTION POLICY
See "News You Can Use" for additional information

Plans and Services

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Jul 29, 2024				
1.	CONTACT: SELENA GRIFFETT 772-467-3780 BILLING THROUGH JUN 2024 PROJECT: A02FBXR	1		.00
2.	7/25/23 NO ADVANCED PAYMENT GOV JOB. ESTIMATED DUE $64,557.12.CR 221274	1		208,555.37
3.	LESS BETTERMENT	1		69,606.60CR
Total Additions and Changes to Service				**138,948.77**

Government Fees and Taxes

4.	Federal	.00
5.	State and Local	.00
Total Government Fees and Taxes		**.00**

Total Plans and Services 138,948.77

News You Can Use

FEES AND SURCHARGES
AT&T collects monthly fees and surcharges to help recover its required contribution to government programs and to recover costs AT&T pays in taxes and required payments levied by federal, state, and local governments. These fees and surcharges included on your bill are periodically adjusted to align with the rates determined by the government agency that is responsible for the state or federal fund or tax and subject to change at any time without notice to you unless required by law. For more information, please contact an AT&T Service Representative at the phone number listed on the front of your bill.

COLLECTION POLICY
Effective 9/22/2009, if your final balance remains unpaid after the DUE BY date, it may become necessary to send your account for further collection activity. You may be held responsible for fees associated with the collection efforts, including outside collection agency fees and attorney's fees, as permitted by law. If you have any questions, please contact us at the toll-free number on your bill. AT&T appreciates your business and we look forward to doing business with you in the future.

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

Manage your account at att.com

Return bottom portion with your check in the enclosed envelope.

Total Amount **DUE BY** Aug 27, 2024 **$138,948.77**

at&t

Billing Date Jul 29, 2024

Account Number **417 24D-2285 198 6**
Please include your account number on your check

CITY OF FORT PIERCE
100 NORTH US HWY 1
FORT PIERCE FL 34954

Make check payable to:
AT&T
PO BOX 5001
CAROL STREAM IL 60197-5001

9711 41724D22851986 5000000000000 17711000000000000000013894877

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THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Selena Griffett, Project Engineer

FROM: Sara Hedges, City Attorney *SH*

RE: AT&T Avenue B Utility Installation Change Order 1

CAO RLS FILE: RLS 25-107

DATE: May 14, 2025

I have reviewed the above Request for Legal Services (RLS) related to a Change Order for the AT&T Avenue B Utility Installation. The Change Order was not originally uploaded to Agenda Quick. I subsequently received it via email and have uploaded it to Agenda Quick. The Change Order 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 - 5:05 PM **11. C.**

Meeting Date: 07/21/2025

Re: First Amendment to Billboard Reconstruction Agreement

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

SUBJECT:

Approval of First Amendment to Reconstruction Agreement with All Digital All Day to remove the existing billboard at 7049 Okeechobee Rd and construct a replacement sign.

SUMMARY:

On July 1, 2024, the City Commission approved Resolution 24-R37 which authorized the execution of a Reconstruction Agreement with All Digital All Day to remove the existing billboard at 7049 Okeechobee Rd and construct a replacement sign. The contractor had a problem when they were installing the support pole for the sign, and they were unable to reach the correct depth. To compensate for the depth, the contractor cut the sign structure short, so the new sign is only 51 feet high instead of 55 feet, leaving one face blocked by the Marathon sign. They are now requesting to increase the height to 65 feet with this amended and restated agreement.

RECOMMENDATION:

It is recommended that the First Amendment to the Reconstruction Agreement be approved.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Shyanne Harnage, Director, Community & Economic Development

COORDINATED WITH:

City Attorney
Planning Director

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2025
Account: N/A
Amount: N/A
OTHER INFORMATION:
N/A

Attachments

First Amendment to Reconstruction Agreement
Resolution and Executed Reconstruction Agreement
RLS Memo
Presentation by All Digital All Day

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/15/2025 10:49 AM
City Manager	Richard Chess	07/15/2025 12:41 PM
Form Started By: Awilda Colon		Started On: 07/09/2025 11:24 AM
Final Approval Date: 07/15/2025		

FIRST AMENDMENT TO RECONSTRUCTION AGREEMENT

THIS FIRST AMENDMENT TO RECONSTRUCTION AGREEMENT ("First Amendment") is made this ____ day of _____ 2025, by and between the **CITY OF FORT PIERCE, FLORIDA** (the "City") a municipal corporation organized and existing under the laws of the State of Florida and **ALL DIGITAL ALL DAY, LLC** ("ADAD") a Florida limited liability company.

W I T N E S S E T H:

WHEREAS, the City and ADAD entered into that certain Reconstruction Agreement dated July 1, 2024 (the "Agreement"), approved by City Commission Resolution No. 24-R37; and

WHEREAS, the Agreement provided for the removal of a then-existing billboard sign structure (defined therein as the "Existing Sign") and the construction of a replacement sign structure (defined therein as the "Replacement Sign") pursuant to Florida Statute 70.20; and

WHEREAS, pursuant to the Agreement, the Existing Sign was removed and the Replacement Sign was constructed; and

WHEREAS, due to problems with the construction and placement of the Replacement Sign, ADAD has requested, and the City has agreed, that the Agreement be amended to allow the Replacement Sign to be reconstructed to a height not-to-exceed 65 feet and relocated within the Existing Sign Parcel; and

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is agreed upon, the parties hereto do hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein.

2. Replacement of Exhibit A. The site plan attached to the Agreement as **Exhibit A** is hereby deleted and replaced with the site plan attached to this First Amendment as **Exhibit A** and made a part hereof.

3. Amendment to Paragraph 2.G. The third sentence of Paragraph 2.G of the Agreement is hereby amended to provide that the total height of the sign structure shall not exceed 65 feet (as shown on **Exhibit A**).

4. Amendment to Paragraph 4. Paragraph 4 of the Agreement is hereby amended to provide that the contact person for the City shall be the City Manager at (772) 465 -4170 or citymanager_dl@cityoffortpierce.com.

5. Full Force and Effect. Except as specifically modified and amended hereby, the Agreement remains in full force and effect and is ratified and confirmed by the

City and ADAD. In the event of a conflict between the express terms of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control and prevail.

IN WITNESS WHEREOF, the City and ADAD have executed or caused their duly authorized representatives to execute this First Amendment.

CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

Date: _____, 2025

Attest:

_____
Linda W. Cox, City Clerk

Dated: _____, 2025

Approved as to Form and Correctness:

_____
Sara Hedges, City Attorney

Dated: _____, 2025

ALL DIGITAL ALL DAY, LLC

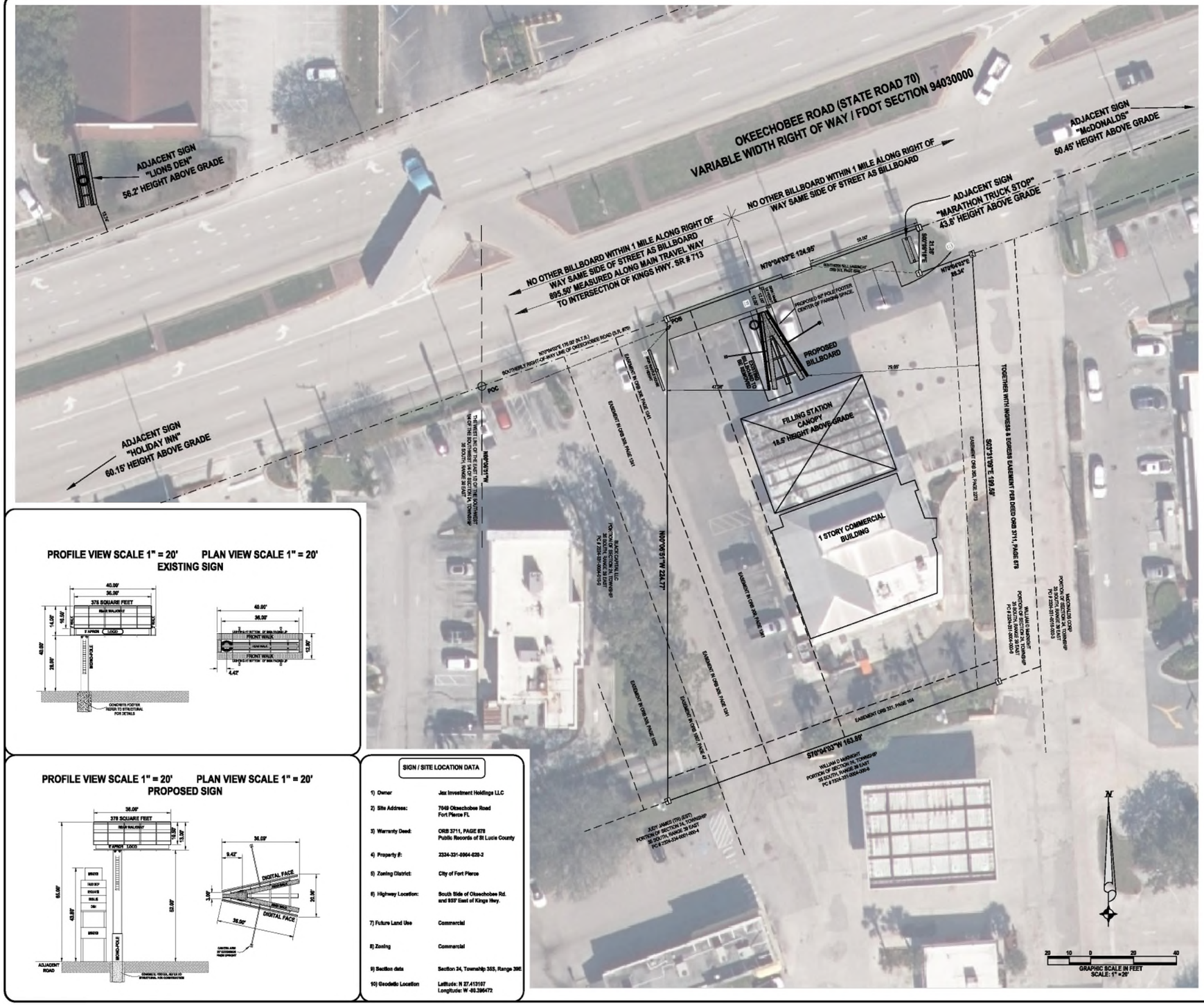
By: MATT ASHLEY

Printed Name: _____

Title: PARTNER

Dated: JULY 9TH, 2025

EXHIBIT A


OKEECHOBEE ROAD (STATE ROAD 70)
VARIABLE WIDTH RIGHT OF WAY / FDOT SECTION 94030000
ADJACENT SIGN
"LIONS DEN"
56.2' HEIGHT ABOVE GRADE
ADJACENT SIGN
"HOLIDAY INN"
60.15' HEIGHT ABOVE GRADE
NO OTHER BILLBOARD WITHIN 1 MILE ALONG RIGHT OF WAY SAME SIDE OF STREET AS BILLBOARD
895.50' MEASURED ALONG MAIN TRAVEL WAY
TO INTERSECTION OF KINGS HWY. SR # 713
NO OTHER BILLBOARD WITHIN 1 MILE ALONG RIGHT OF WAY SAME SIDE OF STREET AS BILLBOARD
ADJACENT SIGN
"MARATHON TRUCK STOP"
43.8' HEIGHT ABOVE GRADE
ADJACENT SIGN
"McDONALDS"
50.45' HEIGHT ABOVE GRADE
N70°04'03"E 174.95'
POB
POC
PROPOSED BILLBOARD
FILLING STATION CANOPY
18.9' HEIGHT ABOVE-GRADE
1 STORY COMMERCIAL BUILDING
N19°05'57"W 224.77'
S70°04'03"W 163.89'
S03°21'09"E 199.56'
TOGETHER WITH INGRESS & EGRESS EASEMENT PER DEED ORB 3711, PAGE 579
EASEMENT FOR ORB 321, PAGE 104
EASEMENT FOR ORB 1301, PAGE 47
EASEMENT FOR ORB 1301, PAGE 1341
EASEMENT FOR ORB 1301, PAGE 1341
EASEMENT FOR ORB 1301, PAGE 1341

RESOLUTION NO. 24-R37

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **AUTHORIZING THE EXECUTION OF A RECONSTRUCTION AGREEMENT WITH ALL DIGITAL ALL DAY, LLC** TO REMOVE THE EXISTING SIGN LOCATED AT 7049 OKEECHOBEE ROAD AND CONSTRUCT A REPLACEMENT SIGN PURSUANT TO FLORIDA STATUTES.

WHEREAS, Section 70.20, Florida Statutes, expressly authorizes and encourages agreements of this type by empowering municipalities and owners of billboard signs to enter into relocation and reconstruction agreements, on mutually agreeable terms, that allow the municipality to accomplish its public goals while allowing the continued maintenance of private investment in outdoor advertising signs as a medium of commercial and noncommercial communication; and

WHEREAS, All Digital All Day, LLC ("ADAD") is engaged in the business of constructing, operating and maintaining one or more billboard signs in St. Lucie County, Florida and, in particular, within the City; and

WHEREAS, ADAD operates a legally existing, conforming sign structure (the "Existing Sign") in the City on certain real property with a street address of 7049 Okeechobee Road, Fort Pierce, FL 34945, and bearing Parcel ID 2324-331-0004-020-2 (the "Existing Sign Parcel"); and

WHEREAS, the Existing Sign was lawfully permitted and erected in conformity with the land development regulations in effect at the time, and remains a lawful, conforming structure under the City's current Land Development Code (the "LDC"); and

WHEREAS, the Existing Sign may not meet current wind-load and other relevant engineering and safety requirements of the applicable building codes and the LDC; and

WHEREAS, the City desires to encourage outdoor advertising companies to voluntarily reduce or eliminate outdoor advertising structures within the City that do not comply with current engineering and wind-load requirements; and

WHEREAS, ADAD proposes to remove the Existing Sign and construct a Replacement outdoor advertising sign (the "Replacement Sign") that meets all current engineering and wind load requirements; and

WHEREAS, the City desires to allow ADAD to remove the Existing Sign and reconstruct the Replacement Sign, pursuant to §70.20, Florida Statutes, and the agreement attached at Exhibit "A" ("Agreement"); and

WHEREAS, the City and ADAD desire to enter into the Agreement establishing the terms and conditions under which ADAD will be permitted to remove the Existing Sign, and to construct and maintain the Replacement Sign; and

WHEREAS, the City acknowledges and agrees that ADAD is relying on the Agreement and that ADAD will proceed to remove the Existing Sign and construct the Replacement Sign, which activities will require the expenditure of substantial monies by ADAD, the relinquishment of significant property rights by ADAD, or both; and

WHEREAS, the City finds and determines that the provisions of the Agreement are in the public interest; and

WHEREAS, the City desires to ensure that the Replacement Sign continues to be operated in a manner consistent with Florida law and conforming to building codes and the LDC, and in a manner satisfactory to the City.

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

Section 1. That the City of Fort Pierce hereby authorizes the execution of the Agreement attached as Exhibit "A".

Section 2. That the Mayor, City Clerk and City Attorney are hereby authorized to execute the aforementioned Agreement on behalf of the City of Fort Pierce.

Section 3. This Resolution shall become effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 1st day of July 2024.

Linda Hudson
LINDA HUDSON, MAYOR

ATTEST:

Linda W. Cox
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

SARA K. HEDGES
CITY ATTORNEY

RECONSTRUCTION AGREEMENT

THIS RECONSTRUCTION AGREEMENT (the "Agreement") is made on July 1, 2024 by and between the City of Fort Pierce, Florida (the "City"), a municipal corporation organized and existing under the laws of the State of Florida, and All Digital All Day, LLC ("ADAD"), a Florida Limited Liability Company.

WHEREAS, Section 70.20, Florida Statutes, expressly authorizes and encourages agreements of this type by empowering municipalities and owners of billboard signs to enter into relocation and reconstruction agreements, on mutually agreeable terms, that allow the municipality to accomplish its public goals while allowing the continued maintenance of private investment in outdoor advertising signs as a medium of commercial and noncommercial communication; and

WHEREAS, ADAD is engaged in the business of constructing, operating and maintaining one or more billboard signs in St. Lucie County, Florida and, in particular, within the City; and

WHEREAS, ADAD operates a legally existing, conforming sign structure (the "Existing Sign") in the City on certain real property with a street address of 7049 Okeechobee Road, Fort Pierce, FL 34945, and bearing Parcel ID 2324-331-0004-020-2 (the "Existing Sign Parcel"); and

WHEREAS, the Existing Sign was lawfully permitted and erected in conformity with the land development regulations in effect at the time, and remains a lawful, conforming structure under the City's current Land Development Code (the "LDC"); and

WHEREAS, the Existing Sign may not meet current wind-load and other relevant engineering and safety requirements of the applicable building codes and the LDC; and

WHEREAS, the City desires to encourage outdoor advertising companies to voluntarily reduce or eliminate outdoor advertising structures within the City that do not comply with current engineering and wind-load requirements; and

WHEREAS, ADAD proposes to remove the Existing Sign and construct a Replacement outdoor advertising sign (the "Replacement Sign") that meets all current engineering and wind- load requirements; and

WHEREAS, the City desires to allow ADAD to remove the Existing Sign and reconstruct the Replacement Sign, pursuant to §70.20, Florida Statutes, and this Agreement; and

WHEREAS, the City and ADAD desire to enter into this Agreement, establishing the terms and conditions under which ADAD will be permitted to remove the Existing Sign, and to construct and maintain the Replacement Sign; and

WHEREAS, the City acknowledges and agrees that ADAD is relying on this Agreement and that ADAD will proceed to remove the Existing Sign and construct the Replacement Sign, which activities will require the expenditure of substantial monies by ADAD, the relinquishment of significant property rights by ADAD, or both; and

WHEREAS, the City finds and determines that the provisions of this Agreement are in the public interest; and

WHEREAS, on _____ the City Commission adopted Resolution No. _____ authorizing the execution of this Agreement; and

WHEREAS, the City desires to ensure that the Replacement Sign continues to be operated in a manner consistent with Florida law and conforming to building codes and the LDC, and in a manner satisfactory to the City.

NOW THEREFORE, for and in consideration of the above recitals and the mutual exchange of the covenants contained in this Agreement, the receipt and sufficiency of which is acknowledged and agreed upon, the City and ADAD agree as follows:

1. Recitals. The foregoing recitals express the intent of the parties and they are incorporated in this Agreement as contractual terms, and not merely recitals.

2. The Existing Sign.

A. Location. The Existing Sign will be completely removed and the Replacement Sign will be constructed on the Existing Sign Parcel, as depicted in the site plan attached as **Exhibit A.**

B. Permits and Construction. ADAD shall be responsible for obtaining and paying for (at normal and customary rates) all required building permits and approvals to remove the Existing Sign and to erect, operate and maintain the Replacement Sign, including any necessary permits or approvals from the Florida Department of Transportation ("FDOT"), or any other State, federal or local agency or department. The City shall consider for approval all applications related to permits necessary for removal of the Existing Sign and erection of the Replacement Sign within forty-five (45) days after submission of a complete permit application(s) by ADAD, including any necessary engineering and construction plans or specifications demonstrating compliance with all applicable building and electrical codes. The City shall cooperate with and assist ADAD in obtaining any necessary permits and approvals from FDOT or any other agency or department, or both, for the removal of the Existing Sign and the erection and maintenance of the Replacement Sign by, among other things, timely executing such forms, applications or other documents as may be required for ADAD to obtain all such permits or approvals.

C. The Replacement Sign shall be constructed, operated, maintained, and replaced by licensed, registered contractors in a manner that meets or exceeds the City's building and electrical requirements, and upon completion of construction, structural certifications by State Licensed Engineers will be provided to the City by ADAD. The Replacement Sign shall be constructed substantially in the location occupied by the Existing Sign, which location shall be approved by FDOT (if necessary) and the City.

D. ADAD shall submit to the City signed and sealed site plan(s) and survey(s) for any proposed construction of the Replacement Sign, evidencing compliance with applicable conditions of this Agreement prior to issuance of any Building Permits by the City. Within thirty (30) days after completion of construction and installation of the Replacement Sign, ADAD shall provide the City with an as-built survey of the Replacement Sign, which shall be a condition precedent to the City issuing a Certificate of Completion for the Replacement Sign.

E. The placement of the Replacement Sign must conform with Chapter 479, *Florida Statutes*, Chapter 14-10, *Florida Administrative Code*, and any and all other applicable federal, state, county and municipal regulations.

F. The Replacement Sign shall not be illuminated by flashing, intermittent, or moving lights (i.e., the message shall be static, and shall not include any full-motion video or animation), and shall otherwise comply with all requirements of Chapter 14-10, *Florida Administrative Code*, as that Chapter may be amended from time to time, as provided in Paragraph 2(G) below. The Sign shall not emit any sound of any kind and shall not use or release any steam or smoke or any other substance.

G. Description. The City and ADAD agree that the height of the Replacement Sign shall be measured pursuant to, and shall comply with the provisions of, Chapter 479, *Florida Statutes*, and the related *Florida Administrative Code* provisions and FDOT regulations. The Replacement Sign shall be a double-face monopole structure. The size of each face of the Replacement Sign shall not exceed 10.5 feet in height and 36 feet in length, not including embellishments, and the total height of the sign structure shall not exceed 55 feet (as shown on **Exhibit A**). The term "embellishment" means a temporary extension of a sign face which contains a portion of the message or informative contents, and which is added, modified, or removed when the message is changed. Pursuant to Sec. 14-10.004 of the *Florida Administrative Code*, as amended from time to time, embellishments shall not extend more than five (5) feet beyond the permanent sign face. The Replacement Sign will utilize LED or other similar electronic changeable message technology (as may be determined by ADAD from time to time). Operation of the changeable message displays shall comply with all applicable FDOT regulations (as they may be amended from time to time) relating to brightness and the interval of copy change, which regulations are currently set forth in Section 14-10.004 of the *Florida Administrative Code*, a copy of which is attached as **Exhibit B.**

H. Repair and Maintenance. Upon completion, the Replacement Sign shall be deemed a conforming sign in all respects under the City's current LDC for the purpose of future repair, replacement and maintenance.

I. Compliance with Agreement/Laws. ADAD agrees that it shall operate the Replacement Sign in accordance with the terms of this Agreement and all applicable laws, rules, ordinances and regulations. Failure to abide by the terms of this Agreement, or to adhere to all applicable laws will be deemed a violation of this Agreement, and the City may pursue any and all equitable and legal remedies relating to the violations/defaults, including, but not limited to, requiring ADAD to remove the Replacement Sign; provided, however, prior to the exercise of any such legal or equitable remedies, the City shall first provide ADAD written notice of any alleged violation/default, which notice shall state the nature of the violation/default with as much specificity as is practicable under the circumstances. ADAD shall have 15 business days from the receipt of the City's notice to cure such violation/default, or if the violation/default is not reasonably capable of being cured within 15 business days, to commence to cure the violation/default and to diligently pursue the cure to completion.

3. Sign Removal. Contemporaneously with the submission of ADAD 's permit application to the City for construction of the Replacement Sign, ADAD shall also apply for a demolition permit for the Existing Sign, which application the City shall consider for approval within forty-five (45) days after submission of complete permit applications for same, as provided in Paragraph 2(B) above. ADAD shall demolish the Existing Sign, remove all sign debris, and dispose of same in accordance with applicable regulations of the City's ordinances and the LDC, prior to or contemporaneous with erection of the Replacement Sign. ADAD shall have no obligation to demolish or remove the Existing Sign unless and until it has obtained all necessary state and local permits and approvals for construction and maintenance of the Replacement Sign. In the event that ADAD is unable to obtain all necessary permits and approvals for the construction and maintenance of the Replacement Sign, ADAD shall be relieved of any obligation under this Agreement to remove the Existing Sign and shall have the right to terminate this Agreement upon thirty (30) days' written notice to the City.

4. Advertising and Notifications by the City/Public Service Messages. ADAD will make the Replacement Sign available for the dissemination of public service information. ADAD voluntarily offers announcements and advertising slots to the City as provided in this paragraph, and the City accepts this offer. Unless expressly stated otherwise in subparagraphs (A) and (B) of this Paragraph 4, the following terms shall apply: (i) all announcements and advertising slots provided by ADAD to the City shall be at no cost to the City; (ii) all artwork/design/graphics relating to the City's chosen advertisements shall be provided by the City to ADAD at least 10 days prior to the scheduled advertising run commencement date; and (iii) in the event the City desires to utilize ADAD advertising artwork/design/graphics, ADAD shall provide the artwork/design/graphics to the City (at the City's expense) for its approval at least 10 days prior to the scheduled advertising run commencement date.

For purposes of this Paragraph 4, the contact persons shall be:

CITY: Nick Mimms, City Manager at (772) 465-4170

ADAD: Matt Ashley, Partner, (561)353-6167

(A) Public Service Advertising. On a space available basis, ADAD will allow the City to post public service announcements and advertise City-sponsored events (the "City Announcements") on the Replacement Sign, pursuant and subject to the terms, conditions and restrictions contained in this Agreement. Any such City Announcements shall be strictly for the benefit of the City. If after posting a City Announcement any third party asserts that the announcement is defamatory or infringes on any copyright, trademark, or other intellectual property or privacy right, or if adverse publicity results from it, ADAD shall have the right to remove the City Announcement, and to discontinue the display of City Announcements until such time as the City shall supply a new, or designate a previous, City Announcement. Any such public service announcements may be removed by ADAD in the event that space so occupied by City Announcements is leased or rented to third parties by ADAD. ADAD agrees to give the City reasonable notice of anticipated space availability on the Replacement Sign for City Announcements; provided, however, that ADAD shall have no obligation to notify the City if such space availability is limited to time periods of less than 30 days. All artwork, design, graphics, production and installation costs relating to the City Announcements shall be at the sole expense of the City.

(B) During times of declared weather emergencies affecting the City, ADAD will make the Replacement Sign available, and will add one Slot on each face of the Replacement Sign for the sole and limited purpose of communicating emergency information to the City's citizens and the travelling public, in accordance with the terms and conditions of the emergency alert notification program (the "Emergency Notification Program") adopted by the Florida Outdoor Advertising Association (the "FOAA") and the Florida Division of Emergency Management ("FDEM"), which sign shall not be required to provide the 10 day advance notice required under subsection (A), above.

(C) ADAD will make the Replacement Sign available, by adding one Slot on each face of the Replacement Sign, for the display of "amber alerts" issued by the Florida Department of Law Enforcement ("FDLE"), or such other law enforcement agency that may from time to time be responsible for issuance of same, when it is determined (pursuant to guidelines and procedures already in place between the FDLE or such other agency/agencies and the outdoor advertising industry to identify appropriate situations, duration and sign locations) that display of the "amber alert" on the Replacement Sign would provide information to the travelling public that could be instrumental in assisting authorities in resolving an abduction.

(D) Finally, ADAD will add one Slot on each face of the Replacement Sign and make that Slot available for the display of official emergency notifications issued by the City of Fort Pierce Police Department (the "Agency") to advise the public of an active or imminent public threat posed by: (i) a dangerous condition other than weather, (ii) a fugitive known or reasonably suspected to be in the area, or (iii) an active-shooter situation (the "Local Emergency Announcements"). The City or the Agency shall be responsible for providing ADAD with a template for use by ADAD in displaying the Local Emergency Announcements, which template shall be compatible with ADAD 's policies and procedures (the "Alert Template"). The Alert Template will be maintained by ADAD at its national operations center, from which the messaging for the Replacement Sign is controlled. Upon the occurrence of a local emergency within the scope of this Paragraph, the City shall contact the local ADAD representative identified in Paragraph 4 above and provide the representative with the desired text for the Local Emergency Announcement. The text will be relayed by the local ADAD representative to the ADAD national operations center, which will post the Local Emergency Announcement using the Alert Template then on file. ADAD will use its best efforts to post the copy as soon as practicable and will continue to display such copy so long as the threat remains imminent or active. The City may modify the Alert Template at any time, and from time to time; provided that such modification will not be effective until 30 days after receipt by ADAD.

(E) ADAD voluntarily offers and the City has agreed that any advertising shall not include any tobacco product, adult retail, adult performance, adult entertainment establishment or adult service, or any advertising messages that may be reasonably construed as "hate speech" against any person or organization or obscene or offensive materials as determined by the City. If the City reasonably objects to any advertisement, such advertisement shall be removed within 24 hours of receipt by ADAD of written notice from the City.

(F) Annual Contribution. ADAD shall pay the City annual neighborhood enhancement contribution payments in the amount of Ten Thousand 00/100 Dollars per digital sign face on the Replacement Sign, for so long as the Replacement Sign remains installed, operational and utilizing automatic changeable message displays (the "Annual Contribution"). The initial Annual Contribution for the Replacement Sign shall be due and payable within fifteen (15) days after completion of construction and issuance of all final permits and approvals necessary for the operation of the Replacement Sign.

Thereafter, ADAD shall pay to the City the Annual Contribution on or before the anniversary of the date upon which the initial Annual Contribution payment was paid. The parties understand and agree that the Annual Contribution payments are being paid to mitigate any impacts to the City and its residents from the rights granted under this Agreement and actions taken pursuant to it.

5. Indemnification and Hold Harmless. In consideration of the City permitting ADAD to construct and operate the Replacement Sign within the City, ADAD agrees to defend (with counsel of ADAD's choosing, subject to the prior approval by the City Attorney, which approval shall not be unreasonably withheld), indemnify and hold harmless the City, its officers, agents and employees, from and against any and all claims, suits, actions, damages and causes of action whatsoever, arising during the term of this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity as a result of the doing of any work in this Agreement as authorized or the failure to do any work in this Agreement as required, or as a result of this Agreement or the construction, maintenance or use related to the removal of the Existing Sign and installation of the Replacement Sign or the use by ADAD of the Property upon which the Replacement Sign is to be located. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence (except gross negligence) on the part of the City relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation of any of them and the defense of any action or proceeding brought on any of them and any order, judgment or decree which may be entered in any such action or proceeding or as a result of any of them. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, *Florida Statutes*. With respect to the removal of the Existing Sign pursuant to this Agreement, ADAD waives and releases the City from and against any and all claims for compensation or other reimbursement which it has or may have in the future as a result of any provisions of Section 70.20, *Florida Statutes*, or the provisions of any other statute or under common law, except as otherwise specifically provided in this Agreement. In the event that any third party brings any challenge either to this Agreement as a whole or to any application for permits or approvals under this Agreement, the City shall give sufficiently prompt notice to ADAD of such challenge and shall in all events give such notice within 10 business days of the date that the City first learns of the challenge. The City will reasonably assist in the defense of any such action by ADAD in such a matter.

6. Complete Agreement. This Agreement, and all the terms and provisions contained in this Agreement, including without limitation its Exhibits (if any), constitute the full and complete agreement between the parties with respect to the matters covered in this Agreement, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written, oral or implied, which are deemed to be merged into this Agreement.

7. Amendment. The parties may amend this Agreement only by a written instrument signed by each of the parties. There cannot be any waiver, variation, modification, amendment or change to the terms of this Agreement except as may be made in writing and executed by each party to this Agreement. If any party fails to enforce its respective rights under this Agreement or fails to insist upon the performance of another party's Agreement obligations, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

8. Notices. All notices, demands, requests for approvals or other communications required or authorized to be given by either party to another shall be in writing and shall be hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by a recognized overnight courier service to each party indicated below, addressed as follows:

City:

City Manager
City of Fort Pierce
100 N. US Hwy. 1
Fort Pierce, Florida 34950

Copies to:

City Attorney
City of Fort Pierce
100 N. US Hwy. 1
Fort Pierce, Florida 34950

ADAD:

Matt Ashley
All Digital All Day, LLC
1900 South Harbor City Blvd
Suite 319
Melbourne, FL 32901

Copies to:

W. Lee Dobbins, Esq.
Dean, Mead, Minton & Moore
1903 South 25th Street
Suite 200, Fort Pierce, Florida 34947

Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the fifth (5th) business day after mailing. Refusal by any person to accept delivery of any notice delivered at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Section as of the date and time of such refusal. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties in accordance with this provision and such notices shall be effective upon receipt. Until notice of change of address is received as to a party, the other party may rely upon the last address given.

9. Default. In the event any party is in default of any Agreement provision, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting party or parties written notice of same pursuant to this Agreement. The defaulting party or parties shall have fifteen (15) business days from the receipt of such notice to cure the default or, if the default cannot be cured within fifteen (15) business days, to commence and diligently pursue a cure. If the defaulting party timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting party or parties do not timely cure such default, the non-defaulting party or parties shall be entitled to pursue its remedies which are available at law or equity.

10. Severability. The parties covenant and agree that they will not initiate, pursue, assist, participate in (except to oppose or defend against) or in any way aid or support any action or proceeding of any type or nature challenging the constitutionality, legality or enforceability of this Agreement, or having the effect of rendering this Agreement void or unenforceable, or that would negatively impact the validity or enforceability of this Agreement in any way. The foregoing shall not prevent any party from initiating or pursuing legal action based on the other party's default under this Agreement. If any term or provision of this Agreement or the application of it to any person or circumstance is declared invalid or unenforceable as a result of any third-party challenge, the remainder of this Agreement, including any valid portion of the invalid term or provision stricken or held invalid, shall not be affected and shall, with the remainder of this Agreement, continue unmodified and in full force and effect. In the event that any portion of this Agreement shall be held invalid, unenforceable or both resulting in the forced removal of the Replacement Sign, the parties shall be released from any further obligations under this Agreement and shall be returned to their respective positions as they existed just prior to the execution of this Agreement, including, but not limited to, ADAD 's right to re-erect the Existing Sign, at its current location.

11. Controlling Law, Venue, Jury Trial Waiver. This Agreement shall be construed under the laws of the State of Florida. Venue for any proceeding arising under this Agreement shall be solely in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, to the exclusion of any other venue. THE PARTIES EACH HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY DISPUTES RELATING TO OR ARISING OUT OF THIS AGREEMENT. ALL COURT ACTIONS OF ANY NATURE OR KIND SHALL BE NON-JURY.

12. Authority to Execute and Bind. Each party represents and warrants that all requisite actions have been taken to authorize execution of this Agreement by the person signing on behalf of that party, and thereby bind that party to the terms and conditions of this Agreement.

13. Non-Waiver. The failure of any party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any of its Exhibits or any other agreement, instrument or document of whatever form or nature contemplated by any other party or parties, shall not be deemed a waiver of any right or remedy that the party may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

14. Successors and Assigns. This Agreement shall be freely assignable by ADAD. The terms of this Agreement shall be binding upon and shall inure to the benefit of all successors in interest to the parties to this Agreement.

15. Continuing Cooperation. The parties covenant and agree that they will execute such further documents and take such further actions as may be reasonably necessary to effectuate and implement the provisions and intent of this Agreement.

16. Construction. The provisions of this Agreement shall not be construed in favor of or against any particular party as each party has reviewed its terms and conditions and by execution of this Agreement, acknowledges that each party has carefully considered the legal ramifications of this instrument, has consulted with legal counsel or has knowingly and willingly chosen not to do so. This Agreement has been negotiated by the City and ADAD, and this Agreement, including, without limitation, the Exhibits, shall not be deemed to have been prepared by any one party but, rather, by both equally.

17. No Third-Party Beneficiaries. It is expressly agreed and understood that there are no third parties intended to be benefited by this Agreement or any of the terms, provisions, rights or benefits conferred in this Agreement, and no private right of action is intended to be created by this Agreement in any third party.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

19. Term. The parties expressly agree that the term of this Agreement shall be for a period of forty (40) years (the "Initial Term"), commencing on the date the last party to this Agreement executes same, and that at the end of the Initial Term, this Agreement shall automatically renew for one (1) additional term of forty (40) years (the "Renewal Term"), unless ADAD shall deliver written notice to the City no later than sixty (60) days prior to expiration of the Initial Term opting out of the Renewal Term.

20. Public Records. As may be requested by the City from time to time, ADAD shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by it in conjunction with the execution or performance of this Agreement. ADAD shall be obligated to comply with Florida's Public Records Law only to the extent it may apply to this Agreement and any communications related to this Agreement, and only as expressly requested by City from time to time. Specifically, ADAD shall:

a. Keep and maintain public records related to this Agreement required by the City.

b. Upon request from the City's custodian of public records, provide the 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 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 Agreement term and following expiration or termination of the Agreement if ADAD does not transfer the records to the City.

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

IF ADAD HAS QUESTIONS REGARGDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, ADAD SHOULD CONTACT THE CITY'S CUSTODIAN OF RECORDS AS FOLLOWS:

CITY CLERK'S OFFICE
100 N. US 1
FORT PIERCE, FL 34950
772-467-3065
lcox@cityoffortpierce.com

- SIGNATURES APPEAR ON FOLLOW PAGES –

IN WITNESS WHEREOF, the City and ADAD have executed or caused their duly authorized representatives to execute this Agreement.

CITY OF FORT PIERCE

By: Linda Hudson
Mayor

Date: 7/1, 2024

Attest: Linda W. Cox
City Clerk

Dated: 7/1, 2024

Approved as to legal form:
City Attorney

Dated: 7/1, 2024

ALL DIGITAL ALL DAY, LLC

By:

Printed Name: MATTHEW ASHLEY

Title: PARTNER

Dated: 06/17, 2024

EXHIBIT A

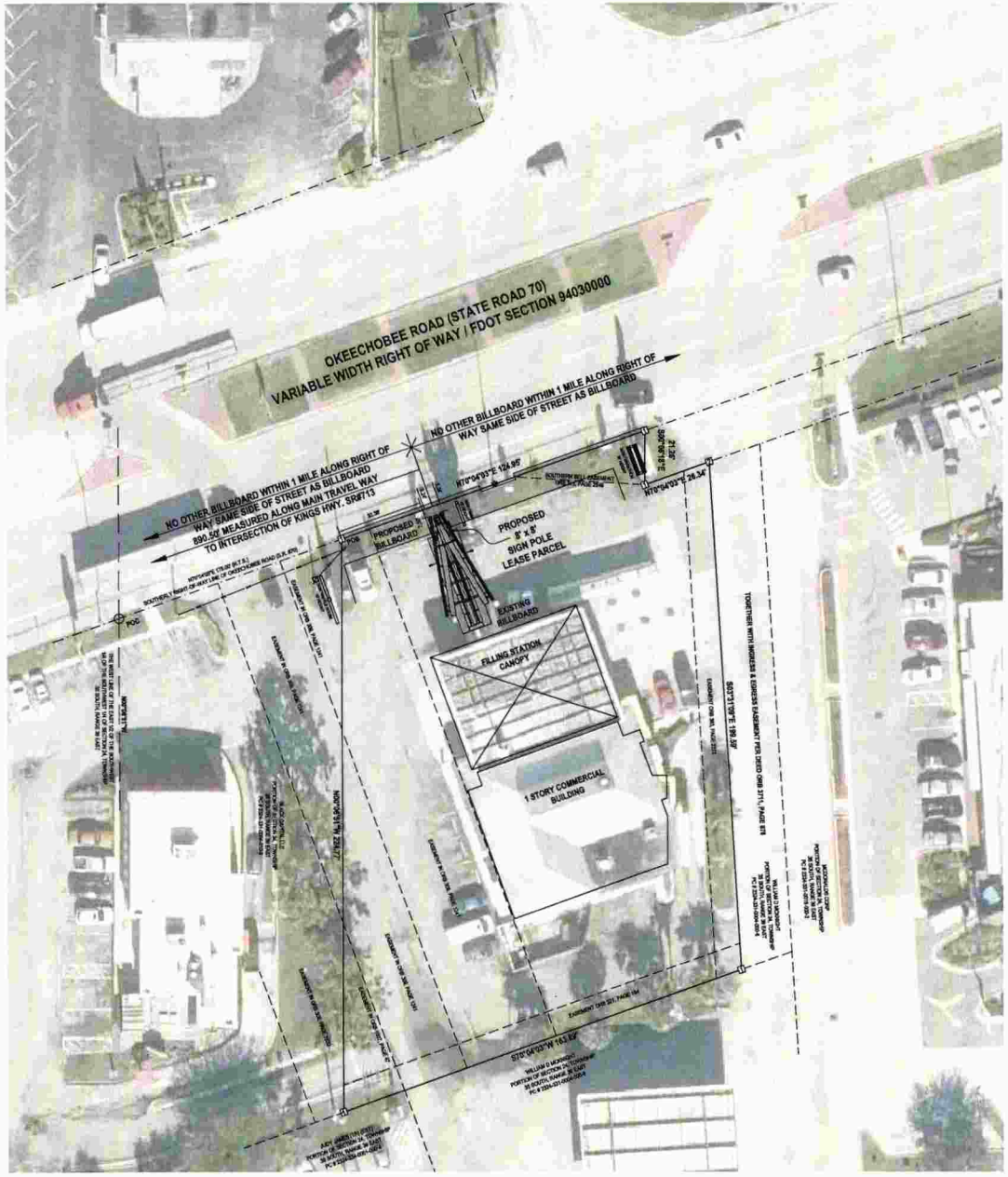

OKEECHOBEE ROAD (STATE ROAD 70)
VARIABLE WIDTH RIGHT OF WAY / FDOT SECTION 94030000
NO OTHER BILLBOARD WITHIN 1 MILE ALONG RIGHT OF WAY SAME SIDE OF STREET AS BILLBOARD
NO OTHER BILLBOARD WITHIN 1 MILE ALONG RIGHT OF WAY SAME SIDE OF STREET AS BILLBOARD 890.58' MEASURED ALONG MAIN TRAVEL WAY TO INTERSECTION OF KINGS HWY. SR#713
PROPOSED 8' x 8' SIGN POLE LEASE PARCEL
PROPOSED BILLBOARD
EXISTING BILLBOARD
FILLING STATION CANOPY
1 STORY COMMERCIAL BUILDING
POC
POB
N70°04'03"E 124.95'
S70°04'03"W 163.69'
N19°55'57"W 232.72'
S19°55'57"E 198.38'
TOGETHER WITH HORSES & EGRESS EASEMENT PER ORB 3711, PAGE 679
EASEMENT ORB 3711, PAGE 679
EASEMENT ORB 3711, PAGE 679
EASEMENT

EXHIBIT B

CHAPTER 14-10
OUTDOOR ADVERTISING SIGN REGULATION AND HIGHWAY BEAUTIFICATION PROGRAM

14-10.001 Purpose (Repealed)
14-10.0011 General Provisions
14-10.002 Scope (Repealed)
14-10.0021 Definitions (Repealed)
14-10.0022 Outdoor Advertising Sign Inventory
14-10.003 Licenses
14-10.004 Outdoor Advertising Permit Applications, Criteria, and Permit Issuance
14-10.00401 Administration of Outdoor Advertising Permits
14-10.0041 Annual Renewal Billing – Licenses and Permits
14-10.0042 Denial, Suspension, or Revocation of Licenses, and Denial or Revocation of Permits
14-10.0043 Outdoor Advertising License and Permit Fees
14-10.005 Violations of Chapter 479 or Section 337.407, FS. (Repealed)
14-10.0051 Zoned and Unzoned Commercial and Industrial Areas Along Interstate and Federal-Aid Primary Highways (Repealed)
14-10.0052 Zoning Enacted Primarily to Permit Outdoor Advertising Signs
14-10.006 Permitting Criteria (Repealed)
14-10.007 Maintenance of Nonconforming Signs
14-10.008 Directional and Official Signs and Notices (Repealed)
14-10.009 Agreement Relating to Size, Lighting and Spacing of Signs Along Interstate and Federal-Aid Highways (Repealed)
14-10.016 Purpose (Repealed)
14-10.017 General (Repealed)
14-10.018 Priorities (Repealed)
14-10.019 Compensation (Repealed)
14-10.020 Outdoor Advertising Sign Estimates (Repealed)
14-10.021 Responsibilities (Repealed)
14-10.022 Documentation (Repealed)
14-10.023 Acquisition by Condemnation (Repealed)
14-10.031 Purpose (Repealed)
14-10.032 Scope (Repealed)
14-10.033 Advertisement (Repealed)
14-10.034 Processing Invoices and Proof of Publications (Repealed)
14-10.035 Information Bulletin and Inspection of Improvement (Repealed)
14-10.036 Sale for Removal of Signs and Paraphernalia (Repealed)
14-10.037 Contracts (Repealed)
14-10.038 Payments (Repealed)
14-10.039 Sales Contract Review and Approval (Repealed)
14-10.040 Extension of Contracts (Repealed)
14-10.041 Request for Payment on Contracts (Repealed)
14-10.046 Purpose (Repealed)
14-10.047 Jurisdiction (Repealed)
14-10.048 Definition (Repealed)
14-10.049 Screening Criteria (Repealed)
14-10.050 Nonconforming Junkyards (Repealed)
14-10.051 Violations (Repealed)
14-10.056 Forms (Repealed)
14-10.057 Vegetation Management Application and Permit Issuance

14-10.001 Purpose.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.03 FS. History–New 3-28-76, Amended 4-21-77, 12-10-77, 1-1-86, Formerly 14-10.01, Repealed 6-28-98.

14-10.002 Scope.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 339.05, 479.02, 479.03, 479.20 FS. History–New 3-28-76, Amended 4-21-77, 12-10-77, Formerly 14-10.02, Repealed 1-1-86.

14-10.0011 General Provisions.

(1) Definitions. All terms in this rule chapter shall have the same meanings as those in Section 479.01, F.S. Additionally, the following terms are defined:

(a) "Applicant" means the person or entity seeking permission for an outdoor advertising sign under this rule chapter.

(b) "Completed Sign," for purposes of Section 479.07(5)(a), F.S., means an erected sign structure with attached facing, and a posted message.

(c) "Crown" means the highest point of elevation on the road pavement of the main traveled way immediately adjacent to the sign.

(d) "Embellishment" means a temporary extension of a sign face which contains a portion of the message or informative contents, and which is added, modified, or removed when the message is changed.

(e) "Height Above Ground Level (HAGL)" means the distance between the ground and the bottom of the sign face, excluding any border and trim, as measured from the point on the sign facing closest to the main-traveled way.

(f) "Location or site" means the specific place or position of a proposed or existing sign. Location is generally identified by specifying a milepost on the Roadway Characteristics Inventory (RCI) system together with a distance from the edge of the pavement or the right of way line by specifying the State Plane Coordinates or by specifying the latitude and longitude.

(g) "Permitted Sign" means a sign, whether erected or not, for which an Outdoor Advertising Permit, Form 575-070-30, Rev. 07/01, incorporated herein by reference, has been issued, which permit has not been revoked, canceled, expired, or declared void.

(h) "Rest Area" means a publicly owned, controlled, and designated place for emergency stops, relaxation, and recreation, including sanitary and other facilities within or adjacent to the highway right of way.

(i) "Sign Structure Height" means the total vertical distance from the crown of the main-traveled way to the top of the highest sign face, including any border or trim, excluding embellishments.

(2) Names and Addresses.

(a) For consideration of a license or sign permit under this rule chapter, completed forms must be sent to:
Outdoor Advertising License and Permit Office
Florida Department of Transportation
605 Suwannee Street, MS #22
Tallahassee, Florida 32399-0450
Forms referenced in this rule may be obtained at the above address or at the website: http://www.dot.state.fl.us/rightofway/Documents.shtm.

(b) Licenses and sign permits may only be issued in the current legal name or registered fictitious name of the applicant, whether an individual, business, or corporation. Any notice issued by the Department to a fictitious name filed with the Department shall have the same effect as if issued in the legal name of the permittee or licensee.

(c) All correspondence from the Department to the licensee or permittee including billing, notices of violation, or other information issued by the Department will be electronic unless the licensee or permittee notifies the Department in writing that the mailing address is the perferred method of receipt.

(d) A licensee or permittee shall notify the Department, in writing, within 30 calendar days of any change in address. This notification shall include:

1. The date the change of name or address (mailing or e-mail) becomes effective,
2. The account name as listed on the Department billing,
3. The name of the individual authorized to sign the notice, and
4. Certification from the person with authority to update the information.

(e) Notices or any other correspondence issued by the Department to the address on file prior to receipt of such written notification of an address change are valid and shall be considered received by the licensee or permittee.

(f) License Applications, Permit Applications, Replacement Requests, Transfer Requests, and Cancellation Certifications must contain a statement by the signatory that he/she is the authorized representative and has the authority to sign for the applicant.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 334.044(28), 479.02 FS. History–New 6-28-98, Amended 8-19-01, 10-3-10, 10-7-15.

14-10.0021 Definitions.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.01, 479.02, 479.03, 479.07(9) FS. History–New 1-1-86, Formerly 14-10.21, Amended 12-26-95, Repealed 6-28-98.

14-10.0022 Outdoor Advertising Sign Inventory.

Pursuant to Section 479.02(8), F.S., the Department shall update its outdoor advertising database inventory information for all permitted signs no less than every two years. This inventory shall provide, as a minimum, the following current information derived from field review and historical information contained in the Department's files:

(1) Location of the sign;
(2) Original sign permit issue date;
(3) Date the sign was erected;
(4) Height, width and square footage of each sign facing;
(5) Number and type of support structures used;
(6) Height above ground level of the sign facing;
(7) Sign structure height;
(8) Whether the sign is lighted;
(9) Whether the sign is in conformance with local land use requirements;
(10) Whether the sign is in an urban area;
(11) Whether the sign is in an incorporated area;
(12) Status of the sign, whether conforming, nonconforming, or illegal;
(13) Permittee's name and address;
(14) Sign permit number(s), current and previous, assigned to the sign facing;
(15) Status of the sign permit, whether active or canceled, revoked, expired, or void; and,
(16) Date the sign was removed, when applicable.

Changes made to the Department's previous inventory records to reflect physical characteristics of a sign or sign facing existing at the time of an inventory update shall not create a waiver or constitute forgiveness of any violation of the provisions of Chapter 479, F.S.

Rulemaking Authority 334.044(2), 479.02(7), (8) FS. Law Implemented 339.05, 479.01, 479.02, 479.03, 479.07(9) FS. History–New 6-28-98, Amended 10-3-10.

14-10.003 Licenses.

(1) Outdoor Advertising License Required.

(a) A person or entity is considered to be in the business of outdoor advertising and is required to have an outdoor advertising license if that person or entity is operating, maintaining, leasing, or selling outdoor advertising structures, outdoor advertising signs, or outdoor advertisements.

(b) Persons or entities solely engaged in the following are exempt from the licensing requirement:

1. Advertising their own business or businesses, or

2. Erecting or constructing signs.

(2) Application Form. An application for a license to engage in the business of outdoor advertising shall be made on an Outdoor Advertising License Application, Form 575-070-02, Rev. 08/15, incorporated herein by reference at https://www.flrules.org/Gateway/reference.asp?No=Ref-06269.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 120.60, 215.34(2), 334.044(28), 339.05, 479.02, 479.04, 479.05, 479.07 FS. History–(Formerly part of Rule 14-15.05, Right of Way Bureau Operating Procedures), New 3-28-76, Amended 4-21-77, 12-10-77, 1-1-86, Formerly 14-10.03, Amended 6-28-98, 8-19-01, 1-25-04, 12-31-06, 10-3-10, 1-7-16.

14-10.004 Outdoor Advertising Permit Applications, Criteria, and Permit Issuance.

(1) Applications. An application for a new sign permit is made by completing and submitting an Application for Outdoor Advertising Permit, Form 575-070-04, Rev. 6/15, incorporated herein by reference at https://www.flrules.org/Gateway/reference.asp?No=Ref-05475 to the address listed in paragraph 14-10.0011(2)(a), F.A.C. Each application for a sign permit shall meet the requirements of Chapter 479, F.S., this rule chapter, and the 1972 Federal-State Agreement, incorporated herein by reference at https://www.flrules.org/Gateway/reference.asp?No=Ref-05479. In the event of a conflict between a provision in the 1972 Federal-State Agreement and a provision of Chapter 479, F.S., the more restrictive provision shall apply.

(a) A separate application is required for each sign permit requested (i.e. a back to back sign will require two applications). Separate payment for each application is recommended to avoid denial of multiple applications should one application be denied.

(b) Prior to issuing a sign permit, the Department will inspect the proposed sign site for compliance with Chapter 479, F.S., and this rule chapter. To ensure that the site being inspected is the same site specified in the application, the applicant shall mark the proposed site in such a manner that the markings are visible from the main-traveled way. The markings shall be displayed upon submission of the application, and shall be maintained by the applicant until the Department has approved or denied the application.

(c) The Department will act on sign permit applications in order of the date and time of receipt of complete applications.

1. An application will be considered complete when all items on the application form have been filled in, all required attachments have been received, and the correct permit fees have been submitted. All information provided on the application must be certified as being true and correct. Information required on the application from the local zoning official providing allowable land use and local government approval, must be current as of the date the complete application is received by the Department and the applicant must demonstrate that the conditions are still in effect.

2. Applications submitted with payment that will become void within 30 days from the Department receipt will be returned as incomplete.

3. Applications containing incorrect information will be denied.

4. Incomplete sign permit applications will be returned to the applicant along with any sign permit fees submitted with the application.

5. Completion of, or corrections to, the original submitted document must be initialed by the applicant on the original application.

6. Pursuant to Section 479.07(3)(b), F.S., the written statement from the landowner must have been issued to the applicant, or on behalf of the applicant. If a lease document is submitted as the statement from the landowner, the applicant must be the named lessee, or the document must be accompanied by a properly executed transfer of the leasehold rights to the applicant. The written statement must:

a. Identify the property on which the sign is to be located;

b. Indicate that the person authorizing placement of the sign on the property is the owner or the person in lawful control of the property. If the person authorizing placement of the sign is not the owner of the property, the legal status which gives him or her lawful control of the property must be indicated;

c. Grant the permission to or on behalf of the applicant; and,

d. Authorize placement of the sign on the subject property.

(2) Application status. Complete applications will be either approved or denied within 30 calendar days of receipt by the Department unless an earlier application for that site or a competing site is under review, the applicant is seeking a vegetation management permit, or removal of a conflicting sign is pending.

(a) A denied application will remain in a pending status until the time to request an administrative hearing pursuant to Sections 120.569 and 120.57, F.S., has elapsed. If a hearing is requested, the application shall remain in a pending status until a final order has been issued and the time to request an appeal of the order has elapsed. If an appeal is taken, the application will remain in a pending status until the mandate is issued by the appellate court. Subsequent applications for conflicting sites shall be held without action until the pending status of the earlier application is resolved.

(b) If an application is approved, all subsequently received applications for conflicting sites shall be denied.

(c) When a permit application is received for a new sign site where vegetation management is required pursuant to Section 479.106, F.S., the permit will not be issued until the applicant has been issued a vegetation management permit by the Department in accordance with Rule 14-10.057, F.A.C. A permit shall not be issued to an applicant for a location at which unpermitted cutting, removal, or trimming of vegetation has occurred until such time as payment of the administrative penalty and mitigation as required by Rule 14-10.057, F.A.C., and Section 479.106(7), F.S., respectively, have been collected and the applicant has surrendered two nonconforming signs in accordance with Section 479.106(5), F.S.

(d) Applications for sign permits at locations which conflict with spacing requirements relating to the location of an expired or canceled sign permit will not be processed until the sign for which the expired or canceled permit was issued is removed, except for a sign permit being canceled as a condition for issuance of a new sign permit.

(3) Reduced Spacing on Interstates. For applications to be considered for a sign with between 1,000 feet and 1,500 feet of spacing from the nearest outdoor advertising sign along an interstate in accordance with Section 479.07(9)(c), F.S., in addition to the requirements of subsection (1) of this section, the applicant must submit:

(a) A copy of the local government adopted policy, ordinance, or other official document authorizing the placement of a new outdoor advertising sign along an interstate highway, in exchange for the removal of an existing sign from areas specifically designated by the local government; and,

(b) A copy of the agreement between the local government and the sign owner allowing such removal and replacement.

(4) Size. Each sign facing shall not exceed 30 feet in height. Each sign facing shall not exceed 60 feet in length. Advertising copy shall not exceed 950 square feet for all sign faces. Embellishments shall not extend more than five feet beyond the permanent sign face, and are included in any measurement of the height, width, or area of the sign facing.

(5) Number of Sign Faces. There shall be no more than two faces showing at one time for each sign facing.

(6) Location. Signs shall not be located in such a manner as to obscure or otherwise interfere with the effectiveness of an official traffic sign, signal, or device.

(7) Spacing. The distance between a proposed sign and the nearest permitted sign shall be measured along the edge of pavement of the main-traveled way from the location marked by the applicant to the location of the permitted sign. For signs that are permitted, but not constructed, the milepost location reflected in the permitted sign's application shall be used. Measurement along the edge of pavement shall be from a point perpendicular to a tangent on the edge of the main-traveled way nearest the location of the sign.

(a) For V-type, or back-to-back signs, to be considered one sign for spacing purposes, the sign facings must either be connected by the same sign structure or cross-bracing, or the sign structures must be not more than fifteen feet apart at their nearest point.

(b) Official signs, signs exempt from permitting under Section 479.16, F.S., and structures that are not permitted signs shall not be considered in determining compliance with spacing requirements.

(c) The width of any intersections will be included in the measured distance between signs. This distance is measured in a direct line from the points of intersection of the edges of the main-traveled way.

(d) No sign permit shall be issued for a sign to be located on the interstate highway system, which is outside the boundaries of an incorporated municipality and within 500 feet of an interchange, intersection at grade, or rest area. The distance shall be measured along the interstate in the direction leading away from the interchange, intersection at grade, or rest area beginning at the pavement widening of the exit from the main-traveled way, or at the end of pavement widening of the entrance to the main-traveled way. For the purposed of this subsection, all portions of an interchange between the points of pavement widening of the entrance and exit ramps of the same interchange shall be considered part of that interchange.

(e) When a sign or proposed sign is, or would be located within the controlled area and visible from any portion of the main-traveled way of more than one highway subject to the jurisdiction of the Department, pursuant to Section 479.07(1), F.S., the sign shall meet the permitting requirements of all highways, and be permitted to the roadway with the stricter controls.

(8) Sign Structure Height. The height of a sign structure shall be measured from the elevation of the crown of the main-traveled way to which the sign is permitted to the top of the highest sign face, excluding embellishments.

(9) Lighting. Signs shall not be illuminated by flashing, intermittent, or moving lights. Signs shall not be illuminated so that it interferes with the effectiveness of or obscures, an official traffic sign, device, or signal.

(10) Changeable messages – Signs may have an automatic changeable facing provided:

(a) The static display time for each message is at least six seconds;

(b) The time to completely change from one message to the next is a maximum of two seconds or, if messages are displayed digitally, the message must change instantaneously;

(c) The change of message occurs simultaneously for the entire sign face; and,

(d) All signs with changeable messages shall contain a default design that will ensure no flashing, intermittent message, or any other apparent movement is displayed should a malfunction occur.

(11) Outside an incorporated area, signs will not be permitted within 100 feet of the property line of a cemetery, public park, public reservation, public playground, or state or national forest. For schools and churches outside an incorporated area, signs will not be permitted within 100 feet of the outer edges of the primary building or primary building complex when the individual units of the complex are connected by covered walkways.

(12) Changes to Roadway Designations.

(a) A sign existing at a location which was not previously subject to the permitting requirements of Chapter 479, F.S., and this rule chapter, but has subsequently become subject to the requirements due to changes in the jurisdictional designation of highways, shall be granted a conforming or non-conforming state permit in accordance with the process outlined below:

1. The Department shall conduct an inventory of outdoor advertising signs on the highway section subject to jurisdictional change and, within 60 calendar days of the effective date of the proposed change, advise all affected sign owners and local governments that the change is being considered, the regulatory effect of the change, and when the change may become effective.

2. Upon approval of the jurisdictional change, the Department will provide a second notice to sign owners and local governments advising that the change in jurisdiction has become effective and that sign owners have 30 calendar days from receipt of the second notice to submit an application for a sign permit.

3. When the Department is unable to provide the advance notice referenced in paragraph (a), the Department will advise the affected sign owners that they have 90 calendar days from receipt of the notice, that the change in jurisdiction has become effective and to submit an application for a sign permit.

4. The sign owner shall submit a completed application as provided in above subsection (1) together with all items required pursuant to Section 479.07(3)(b), F.S. The written statement required by Section 479.07(3)(b), F.S., shall be any written document from the appropriate local governmental official indicating compliance with local requirements as of the date of the permit application. A previously issued building permit shall be accepted as the statement from an appropriate local governmental official, except where the local government has provided notice to the sign owner that the sign is illegal or has undertaken action to cause the sign to be removed. When a building permit is submitted as the statement of the local government, the applicant shall certify in the application that the local government has not provided notice that the sign is illegal, and that the local government has taken no action to cause the sign to be removed. If land use information is not provided in accordance with Section 479.024, F.S., but all other permit requirements are met, the Department shall classify the sign as non-conforming upon permit issuance.

(b) When a change in the designation of a highway removes that highway from the Department's regulatory jurisdiction, a notice will be provided to all permittees on the affected roadway informing them their sign is no longer subject to the Department's jurisdiction and their permit will not be renewed.

(c) When a controlled road, or any portion of a controlled road, is designated as a scenic highway or scenic byway pursuant to Section 335.093, F.S., new permits will not be issued for signs visible from the portion of the highway designated as a scenic highway or byway.

(13) Upon Department verification that an application meets the requirements of Chapter 479, F.S., and this rule chapter, the Department will issue an Outdoor Advertising Permit and a permit tag to the applicant.

(14) Posting of Tags. The permit tag issued by the Department must be posted at the sign site within 30 calendar days of issuing the sign permit and must remain in place at all times, whether or not a sign has been erected, or a previously erected sign has been removed. If a permit tag is lost, stolen, or destroyed, the permittee must apply to the Department for a replacement tag on Outdoor Advertising Permit Tag Replacement Request, Form 575-070-01, Rev. 06/15, incorporated herein by reference, at https://www.flrules.org/Gateway/reference.asp?No=Ref-05477 and shall include a replacement fee of $12.00 per tag.

(15) Changes made to the Department's inventory, maintained in accordance with Section 479.02(8), F.S., to reflect physical characteristics of a sign or sign facing existing at the time of an inventory update shall not create a waiver or constitute forgiveness of any violation of Chapter 479, F.S.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 334.044(28), 339.05, 479.02, 479.04, 479.07, 479.106(5), 479.11, 479.24 FS. History–(Formerly part of Rule 14-10.04, Permits; 14-15.05, Right of Way Bureau Operating Procedures), New 3-28-76, Amended 4-21-77, 12-

10-77, 6-26-78, 12-31-78, 1-1-86, Formerly 14-10.04, Amended 7-7-92, 6-28-98, 8-10-99, 8-19-01, 1-25-04, 3-15-05, 12-31-06, 4-2-09, 10-3-10, 1-7-16.

14-10.00401 Administration of Outdoor Advertising Permits.

(1) Transfer of Permits. Requests to transfer a permit pursuant to Section 479.07(6), F.S., shall be submitted on an Outdoor Advertising Permit Transfer Request, Form 575-070-25, Rev. 10/15, incorporated herein by reference at https://www.flrules.org/Gateway/reference.asp?No=Ref-06272.

(a) The recipient of the transferred permit shall certify that written permission from the landowner, or other person in lawful control of the sign site, to maintain the sign on the site pursuant to Section 479.07(2), F.S., has been secured.

(b) If a transfer of permit is made when the permit has been issued a notice of violation, or if a revocation proceeding is pending, the permit is subject to conditions existing at the time of transfer. The Department's approval of a permit transfer shall not constitute a waiver of rights on the part of the Department, nor shall a permit transfer in any way prohibit the issuance of a notice of violation, or preclude the Department from revoking the transferee's permit pursuant to Section 479.08, F.S., or this rule chapter.

(c) If a transfer of sign permit is made during the initial 270 days from the date of permit issuance, the permit transferee receives the sign permit subject to all conditions which were applicable to the original applicant.

(2) Cancellation of Permits. Permit cancellation notification must be submitted on Outdoor Advertising Permit Cancellation Certification, Form 575-070-12, Rev. 10/15, incorporated herein by reference at https://www.flrules.org/Gateway/reference.asp?No=Ref-06273. All canceled tags must be returned to the Department with the certification, or otherwise be accounted for in writing.

(3) Conditional Permit Cancellation. When an applicant requests cancellation of one permit in order to obtain a new permit, the existing permit shall be canceled simultaneously with the issuance of the new permit. The Outdoor Advertising Permit Cancellation Certification incorporated in above subsection (2), and the Application for Outdoor Advertising Permit incorporated in subsection 14-10.004(1), F.A.C., shall be submitted simultaneously to the Department. If a new permit does not meet current permitting requirements and cannot be issued, the existing permit will not be canceled.

(4) Permits Canceled, or Not Renewed, in Error – Petition for Reinstatement. Pursuant to Section 479.07(8)(b), F.S., a petition for reinstatement of permits canceled, or not renewed, in error shall be submitted to the State Outdoor Advertising License and Permit Office. The petition must be in writing, list the affected permit(s), and shall certify that:

(a) The permit was canceled, or not renewed, in error by the permittee;

(b) The permit tag for the canceled or expired permit was returned to the Department or otherwise accounted for;

(c) The sign has not been disassembled; and,

(d) The local government has not declared the sign illegal or taken any other action to have it removed.

If the Reinstatement Petition is denied by the Department, a new permit may be issued for a sign only if the sign meets all current permitting requirements. The reinstatement fee is $300.00 per permitted sign.

(5) Reestablishment. Where the expansion or relocation of a transportation facility causes a sign to be located in the right of way, or within fifteen feet of the right of way, and the sign cannot be relocated pursuant to SectionS 479.15(3)(4) and (6), F.S., the permittee may reestablish the sign at a location that conforms with Chapter 479, F.S., and this rule chapter and meets all current requirements for permitting by submitting a completed Application for Outdoor Advertising Permit, incorporated in subsection 14-10.004(1), F.A.C. Initial application fees are not required with an application for reestablishment.

(6) Relocation. Where a Department project causes a sign lawfully permitted by the Department to be located in the right of way, the Department shall allow the relocation of the sign provided all requirements of Sections 479.15(3), (4), (5), and (6), F.S., are met. A sign relocation shall be by agreement between the permit holder and the Department. The sign permit will be amended to reflect the relocated location in the outdoor advertising database.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 334.044(28), 479.02, 479.07, 479.15 FS. History–(Formerly part of Rule 14-10.004) New 1-7-16.

14-10.0041 Annual Renewal Billing – Licenses and Permits.

(1) All licenses and sign permits expire annually and shall be renewed pursuant to Section 479.07(8), F.S.

(2) Annual renewal of a license shall include the annual license fee, and the fees for all sign permits being renewed by the licensee. Acceptance by the Department of renewal fees for a suspended license or a sign permit against which a violation notice has

been issued, or which may be issued, shall not constitute waiver by the Department of any right to pursue remedies for the violation.

(a) Any of the following shall result in the return of submitted fees to the applicant, and shall constitute nonpayment:

1. Payment of renewal fees for any amount less than the amount shown as due on the Department's billing statement (or its adjusted billing statement prepared in response to a timely notice from the permittee of corrections, additions or deletions). When an overpayment of renewal fees is submitted, the Department shall accept the fees due amount as shown on the billing statement (or the adjusted billing statement), and provide for the issuance of a refund to the payor in the amount of the overpayment. Acceptance of payment in an amount greater than the amount due shall not constitute acceptance of renewal fees for sign permits which have been declared invalid.

2. Failure to return or provide an accounting for the nonrenewed sign permit tags on the Cancellation Certification.

3. Failure to submit complete transfer forms and transfer fees for any sign permits being transferred.

(b) Payment for sign permits being transferred at the time of permit renewal shall be submitted with the sign permit renewal payment, but must be in a separate payment instrument.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 479.02, 479.07 FS. History–New 6-28-98, Amended 8-19-01, 10-3-10, 1-7-16.

14-10.0042 Denial, Suspension, or Revocation of Licenses, and Denial or Revocation of Permits.

(1) If the Department intends to deny an application for a license or sign permit, deny reinstatement of a sign permit cancelled or not renewed in error, revoke a sign permit, or intends to suspend or revoke a license, the Department shall provide notice of the facts which warrant the action to the permittee. The written notice shall contain:

(a) A detailed statement of the facts or basis for the Department's action;

(b) The statute or rule relied upon;

(c) A statement that the applicant, licensee, or permittee has the right to an administrative hearing pursuant to Section 120.57, F.S.;

(d) A statement that the Department's action shall become conclusive and the final agency action and that the sign permit shall be denied or revoked, or the license shall be denied, suspended or revoked as indicated in the notice of intended action, if no request for a hearing is filed within 30 calendar days of receipt of the notice of the Department's intended action.

(2) If a licensee fails to renew its license, or its license is revoked, any sign permits owned by the licensee shall become subject to revocation, pursuant to Section 479.08, F.S.

Rulemaking Authority 334.044(2), 479.02 FS. Law Implemented 120.60, 479.05, 479.08 FS. History–New 6-28-98, Amended 10-3-10, 10-7-15.

14-10.0043 Outdoor Advertising License and Permit Fees.

(1) The annual fee for an Outdoor Advertising License is $300.00. Licenses expire on January 15 of each year. Licenses issued after October 1, shall not expire in the calendar year following the approval date.

(2) The annual permit fee for each sign facing is $71.00.

(3) Permit fees for the year in which application is made may be prorated by paying one-fourth of the annual fee for each whole or partial quarter remaining in that year. Applications received after September 30 must include fees for the last quarter plus fees for the following year. The fee schedule is based on the date the application is received by the Department as follows:

(a) January 16 through April 15: $71.00;

(b) April 16 through July 15: $53.25;

(c) July 16 through September 30: $35.50;

(d) October 1 through January 15: $88.75.

(4) All payment instruments must be made out to the Department of Transportation. Payment of fees may be made by cash, postal money order, bank draft, cashier's check, or a personal or business check. In the event a payment document is not honored for any reason by the bank on which it is drawn, a service fee of $15.00 or five percent of the amount payable, whichever is greater will be assessed. If an individual or company issues two checks to the Department which are not honored, no further personal or business checks will be accepted regardless of whether restitution has been made on previous checks.

Rulemaking Authority 334.044(2), 479.02(7), 479.07(3)(c) FS. Law Implemented 215.34, 479.04, 479.07 FS. History–New 1-25-04, Amended 4-2-09, 10-7-15.

14-10.005 Violations of Chapter 479 or Section 337.407, FS.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 337.407, 339.05, 479.02, 479.05, 479.07(1), (7), (9), (10), 479.08, 479.10, 479.11 FS. History–New 3-28-76, Amended 4-21-77, 12-10-77, 1-1-86, Formerly 14-10.05, Repealed 6-28-98.

14-10.0051 Zoned and Unzoned Commercial and Industrial Areas Along Interstate and Federal-Aid Primary Highways.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.05, 479.11 FS. History–New 8-7-86, Amended 6-28-98, Repealed 8-19-01.

14-10.0052 Zoning Enacted Primarily to Permit Outdoor Advertising Signs.

(1) "Comprehensively Zoned" means a county or municipal government has adopted ordinances or other laws pertaining to and designating the allowable uses of parcels within its jurisdiction, pursuant to and consistent with a comprehensive plan enacted in accordance with Chapter 163, F.S.

(2) If a parcel is in an area comprehensively zoned, the following criteria, including public records related thereto, shall be considered in determining whether such zoning is enacted primarily to permit signs:

(a) The land use or zoning designation provides for limited commercial or industrial activity only as accessory, ancilliary, or incidental to the allowable uses.

(b) The commercial and industrial activities, separately or together, are permitted only by variance or waiver.

(c) The parcel will not reasonably accommodate commercial or industrial uses pursuant to Section 479.024(2)(b), F.S., and the area surrounding the affected parcel is not predominantly commercial or industrial.

(d) The parcel is within, or surrounded by, a larger area with non-commercial/non-industrial allowable uses.

(e) The parcel is part of a larger strip of comprehensively zoned land that is parallel to the highway with no active commercial or industrial activities, and no existing formal plans for commercial or industrial development.

(f) The parcel has no access roads or dedicated access.

(3) No single factor in above subsection (2) is determinative of whether zoning is enacted primarily to permit signs. If a combination of factors indicates that the zoning is enacted primarily to allow signs in areas that do not have the attributes of a commercial or industrial area, the zoning will not be recognized for purpose of permitting signs.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 479.07(10), 479.024(2) FS. History–New 3-16-04, Amended 5-5-05, 10-7-15.

14-10.006 Permitting Criteria.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.07(9), 479.08, 479.11 FS. History–New 3-28-77, Amended 12-10-77, 1-1-86, Formerly 14-10.06, Amended 12-26-95, 6-28-98, 8-19-01, 12-31-06, 10-3-10, Repealed 1-7-16.

14-10.007 Maintenance of Nonconforming Signs.

(1) A nonconforming sign must remain substantially the same as it was as of the date it became nonconforming.

(2) Reasonable repair and maintenance of nonconforming signs, including change of advertising message, is permitted and is not a change which would terminate the nonconforming status. Reasonable repair and maintenance means the work necessary to keep the sign structure in a state of good repair, including the replacement in kind of materials in the sign structure. Where the replacement of materials is involved, such replacement may not exceed 50% of the structural materials in the sign within any 24 month period. "Structural materials" are all those materials incorporated into the sign as load-bearing parts, including vertical supports, horizontal stringers, braces, bracing wires, brackets, and catwalks. Structural materials do not include the sign face, any skirt, any electrical service, or electric lighting, except in cases where such items have been incorporated into the sign as load-bearing parts. The following are examples of modifications which do not constitute reasonable repair or maintenance, and which constitute substantial changes to a nonconforming sign that will result in the loss of nonconforming status:

(a) Modification that changes the structure of, or the type of structure of, the sign, such as conversion of a back-to-back sign to a V-type, or conversion of a wooden sign structure to a metal structure;

1. The Department will authorize structural alterations to a nonconforming sign in instances where the Occupational Safety and Health Administration (OSHA) requirements or other safety related requirements necessitate alterations, provided that the reconstruction shall not be authorized primarily for the purpose of replacement of deteriorated materials. The Department will accept

a notice or other writing from OSHA or other regulatory body to the permittee requiring the intended alteration as documentation of safety requirements. If the structural alterations are intended to be made to comply with OSHA regulations, the permittee must submit to the Department a statement in writing citing the OSHA regulation with which it is intending to comply and explaining how the intended alteration is required by the cited OSHA regulation. If the structural alterations are required to be made to comply with building codes applicable to existing structures, the permittee must submit to the Department a statement in writing citing the specific requirement of the building code which the alterations are intended to meet. Structural alterations are allowed only if no alternatives are available which address safety requirements. Documentation of the requirements must be submitted to, and approved by, the Department prior to making any structural alterations. The location, structural configuration, number of faces, size of the sign faces, sign structure height, and the materials used in the sign structure and sign faces must be the same type as those used in the sign prior to approval of the alterations. Structural configuration means the physical arrangement of a sign whether arranged as a single-faced, V-type, back-to-back, side-to-side, or stacked sign. During the period of temporary removal for those approved structural alterations, the permittee must permanently display the permit tag at the sign location.

2. The addition of a catwalk or other fall protection device for safety reasons, where the device does not increase the structural integrity of the sign or prolong the life of the sign, is allowed without obtaining prior approval from the Department;

(b) Modification that changes the area of the sign facing or the HAGL of the sign, however:

1. Reduction in the area of the sign facing or the HAGL of the sign, which reduction is required by an ordinance adopted by a local governmental entity with jurisdiction over the sign, is not a change which would terminate the nonconforming status of the sign, provided like materials are used and no enhancements are made to the visibility of the sign.

2. Embellishments may be added to nonconforming signs subject to the limitations regarding size of sign facing, and provided they do not exceed 10% of the area of the sign facing prior to the addition of the embellishment;

(c) Modification that enhances the visibility of the sign's message, or the period of time that the sign's message is visible;

(d) Modification that adds automatic changeable faces; or

(e) Modification that adds artificial lighting, or changes the existing lighting such that the illumination to the sign facing is substantially increased.

(3) Prohibited modifications need not be physically part of the sign if they have the effect of enhancing the sign's message, the visibility of the message, or the period of time that the message is visible. However, in such cases, the modifications will not be considered a modification to the sign if:

(a) The modification is the result of removal, cutting, or trimming of vegetation in front of the sign pursuant to a permit for such removal, cutting, or trimming from the Department; or

(b) The modification only incidentally affects the visibility of the sign's message, and the bona fide purpose of the modification is unrelated to the sign.

(4) A nonconforming sign may not be disassembled, or in a state of being no longer erect and then re-erected at the same location except as provided in paragraph (5)(a), below.

(5) A nonconforming sign may continue to exist so long as it is not destroyed, abandoned, or discontinued. "Destroyed," "abandoned," and "discontinued" have the following meanings:

(a) "Destroyed" means more than 60% of the upright supports of a sign structure are physically damaged such that normal repair practices of the industry would call for, in the case of wooden sign structures, replacement of the broken supports and, in the case of a metal sign structure, replacement of at least 25% of the length above ground of each broken, bent, or twisted support. A sign will not be considered "destroyed" within the meaning of this section where the destruction is caused by vandalism or other criminal or tortious act.

(b) A nonconforming sign is "abandoned" or "discontinued" when a sign structure no longer exists at the permitted location or the sign owner fails to operate and maintain the sign for a period of 12 months or longer. Signs displaying bona fide public interest messages are not "abandoned" or "discontinued" within the meaning of this section. The following conditions shall be considered failure to operate and maintain the sign:

1. Signs displaying only an "available for lease" or similar message,

2. Signs displaying advertising for a product or service which is no longer available,

3. Signs which are blank or do not identify a particular product, service, or facility.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.07(9) FS. History–New 3-28-77, Amended 12-18-77, 1-1-86, Formerly 14-10.07, Amended 6-28-98, 8-10-99, 8-19-01, 11-27-07, 1-7-16.

14-10.008 Priorities.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 316.131, 316.135, 316.138, 339.05 FS. History–New 12-10-77, Formerly 14-10.08, Repealed 1-1-86.

14-10.009 Agreement Relating to Size, Lighting and Spacing of Signs Along Interstate and Federal-Aid Highways.

Rulemaking Authority 334.044(2) FS. Law Implemented 339.05, 479.02, 479.05, 479.20 FS. History–New 3-28-77, Amended 12-10-77, Formerly 14-10.09, Repealed 6-28-98.

14-10.016 Purpose.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.24 FS. History–New 3-28-77, Amended 12-10-77, 1-1-86, Formerly 14-10.16, Repealed 6-28-98.

14-10.017 General.

Rulemaking Authority 20.50(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 339.05, 479.02, 479.20, 479.24 FS. History–New 3-28-77, Amended 12-10-77, Formerly 14-10.17, Repealed 1-1-86.

14-10.018 Priorities.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.24 FS. History–New 3-28-77, Amended 12-10-77, 1-1-86, Formerly 14-10.18, Repealed 6-28-98.

14-10.019 Compensation.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.24 FS. History–New 3-28-77, Amended 12-10-77, 1-1-86, Formerly 14-10.19, Repealed 6-28-98.

14-10.020 Outdoor Advertising Sign Estimates.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 120.60, 339.05, 479.01, 479.02, 479.20, 479.24 FS. History–New 3-28-77, Amended 12-10-77, Formerly 14-10.20, Repealed 1-1-86.

14-10.021 Responsibilities.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 339.05, 479.02, 479.20, 479.24 FS. History–New 3-28-77, Amended 12-10-77, Formerly 14-10.21, Repealed 1-1-86.

14-10.022 Documentation.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 339.05, 479.20, 479.24 FS. History–New 3-28-77, Amended 12-10-77, Formerly 14-10.22, Repealed 1-1-86.

14-10.023 Acquisition by Condemnation.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 339.05, 479.02, 479.20, 479.24 FS. History–New 3-28-77, Amended 12-10-77, Formerly 14-10.23, Repealed 1-1-86.

14-10.031 Purpose.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 339.05, 479.02, 479.07(1), 479.10, 479.16, 479.17, 479.23 FS. History–New 12-10-77, Amended 2-25-82, Formerly 14-10.31, Repealed 1-1-86.

14-10.032 Scope.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.16, 479.17, 479.23 FS. History–New 12-10-77, Amended 2-25-82, Formerly 14-10.32, Repealed 1-1-86.

14-10.033 Advertisement.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.16, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.33, Repealed 1-1-86.

14-10.034 Processing Invoices and Proof of Publications.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.34, Repealed 1-1-86.

14-10.035 Information Bulletin and Inspection of Improvement.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.35, Repealed 1-1-86.

14-10.036 Sale for Removal of Signs and Paraphernalia.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.36, Repealed 1-1-86.

14-10.037 Contracts.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.37, Repealed 1-1-86.

14-10.038 Payments.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.38, Repealed 1-1-86.

14-10.039 Sales Contract Review and Approval.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.39, Repealed 1-1-86.

14-10.040 Extension of Contracts.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.40, Repealed 1-1-86.

14-10.041 Request for Payment on Contracts.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.41, Repealed 1-1-86.

14-10.046 Purpose.

Rulemaking Authority 20.05(5), 120.53(1)(a), (b), 334.02(6) FS. Law Implemented 334.021(1), 337.11, 339.05, 479.02, 479.07(1), 479.10, 479.11, 479.17, 479.23 FS. History–New 12-10-77, Formerly 14-10.46, Repealed 6-28-98.

14-10.047 Jurisdiction.

Rulemaking Authority 334.044(2) FS. Law Implemented 339.05, 339.241 FS. History–New 12-10-77, Formerly 14-10.47, Amended 6-28-98,

Repealed 11-30-11.

14-10.048 Definition.

Rulemaking Authority 334.044(2) FS. Law Implemented 339.05, 339.241(2) FS. History–New 12-10-77, Formerly 14-10.48, Repealed 6-28-98.

14-10.049 Screening Criteria.

Rulemaking Authority 334.044(2) FS. Law Implemented 339.05, 339.241(3), (4), (6), (7) FS. History–New 12-10-77, Amended 6-26-78, Formerly 14-10.49, Amended 6-28-98, Repealed 11-30-11.

14-10.050 Nonconforming Junkyards.

Rulemaking Authority 334.044(2) FS. Law Implemented 339.05, 339.241(3) FS. History–New 12-10-77, Formerly 14-10.50, Amended 6-28-98, Repealed 11-30-11.

14-10.051 Violations.

Rulemaking Authority 334.044(2) FS. Law Implemented 339.05, 339.241 FS. History–New 12-10-72, Amended 6-26-78, Formerly 14-10.51, Amended 6-28-98, Repealed 11-30-11.

14-10.056 Forms.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 339.05, 479.02, 479.24 FS. History–New 3-23-77, Amended 12-10-77, 1-1-86, Repealed 6-28-98.

14-10.057 Vegetation Management Application and Permit Issuance.

(1) Permit Required.

(a) No person or entity may remove, cut, or trim trees, shrubs, or herbaceous plants on the Department's right of way to make visible or to ensure future visibility of off-premise outdoor advertising signs without Department approval of an Application to Permit Vegetation Management at Outdoor Advertising Signs, Form 650-050-06, Rev. 10/20, which is incorporated herein by reference at http://www.flrules.org/Gateway/reference.asp?No=Ref-12483 and available electronically at http://www.osp.fdot.gov. For purposes of this rule, the use of chemical control constitutes removing, cutting, or trimming, depending on the impact on the tree, shrub, or herbaceous plant. The Application must be submitted to the State Outdoor Advertising Administrator, at the address referenced in subsection 14-10.0011(2), F.A.C., of this rule chapter or through the on-line portal. This rule does not apply to requests to trim or remove vegetation that screens signs that are not permitted by the Department pursuant to Section 479.07, F.S.

(b) An Application must be submitted by the outdoor advertising sign permit holder. A separate application is required for each sign facing. The vegetation management plan and mitigation appraisal (if required), shall be prepared by a Certified Forestor, an International Society of Arboriculture (ISA) Certified Arborist® with Advanced Training in Roadside Vegetation, or an individual with equivalent credentials from a nationally recognized arboricultural organization, or a Landscape Architect registered pursuant to Chapter 481, Part II, F.S.

(c) The Application Package shall contain the completed application and:

1. The applicant's vegetation management plan (plan) for a period of five years. The plan shall include a plan for removing vegetation within the view zone, cutting (removing or altering more than one quarter of any plant's height, spread, or density of branches), or trimming (the shaping or pruning of less than one quarter of any plant's height, spread, or density of branches). The plan shall be a graphic and written document that describes the removal, cutting, trimming, planting, fertilizing, mulching, irrigation, and desired condition and appearance of existing and proposed vegetation, including a plan for disposal of debris, and a schedule and description of the intended vegetation management method(s). All vegetation management proposed in the plan shall be in accordance with this rule and Rule 14-40.003, F.A.C.

2. Color photographs of the sign and entire view zone taken within six weeks prior to the application being made to the Department. The photographs and accompanying drawings must depict a clear representative overview of the vegetation to be removed, cut, or trimmed.

3. A photocopy of the qualifying credentials of the person preparing the vegetation management plan, and appraisal for

mitigation, if mitigation is required. If herbicides will be used, the application must include a photocopy of the applicator's license in three categories (core curriculum, right of way, and aquatic) by the Florida Department of Agriculture and Consumer Services.

4. An itemized appraisal of the mitigation value of vegetation to be removed, cut, or trimmed, if mitigation is required.

5. The application fee is $25.00. The application fee shall be a total of $200.00 for more than eight applications submitted simultaneously within the same Department District. If payment is by check, the fee submitted with an application must be paid separately from fees for other types of permits.

6. For a proposed sign or a sign originally permitted after July 1, 1996, designation of two permitted non-conforming outdoor advertising signs, comparable in size to the sign for which a vegetation management permit is sought, for permit cancellation and sign removal within 30 days of the Department's issuance of a Notice of Intent to Approve Vegetation Management at Outdoor Advertsing Sign.

(d) An approved Application to Permit Vegetation Management at Outdoor Advertising Sign will serve as a permit, and authorizes the permittee to remove, cut, or trim trees, shrubs, or herbaceous plants only as provided in the approved plan, and only within an established view zone, which will be determined as follows:

1. In accordance with Section 479.106(6)(a) and (b), F.S., a view zone is established beginning at a point on the edge of pavement perpendicular to the edge of the sign facing nearest the highway and extending in the direction of approaching traffic, unless an alternative view zone is agreed upon in writing between the sign permittee and the Department's District (Director of Operations) Maintenance Engineer or his/her designee in the District Office.

2. A sign facing shall have only one view zone, and only within the Department's right of way of the roadway to which the sign is permitted.

a. The view zone for a right-view sign (see Figure 2) is a four sided area with the critical dimensions of 350 feet for posted speed limits of 35 miles per hour or less, or 500 feet for posted speed limits over 35 miles per hour measured along the right edge of the nearest travel lane on the same side of the highway to which the sign is permitted.

b. The view zone for a left-view sign (see Figure 3) is a four sided area with the critical dimension of 350 feet for posted speed limits of 35 miles per hour or less or 500 feet for posted speed limits over 35 miles per hour is measured along the left edge of the nearest travel lane on the other side of the highway centerline.

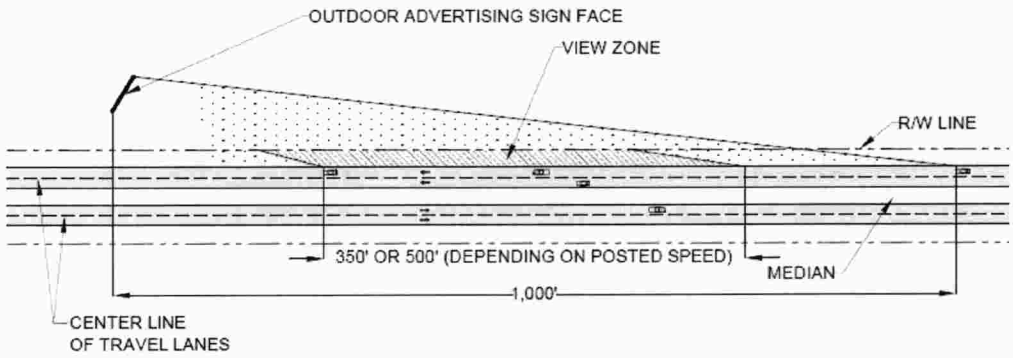


FIGURE 2
VIEW ZONE

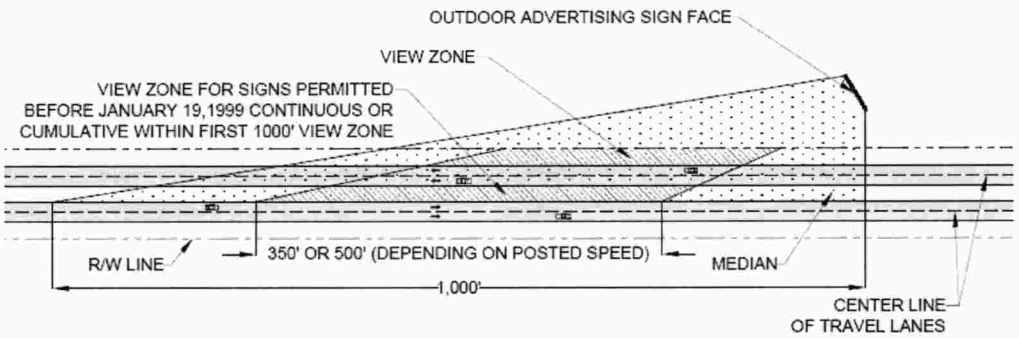


FIGURE 3
VIEW ZONE

c. Areas within the median will be approved for vegetation management zone only for left-read signs legally erected before January 19, 1999, and only as necessary to maintain the view of that sign across the median as it existed before January 19, 1999.

(e) An Application will not be approved:

1. For applications that are incomplete.

2. For vegetation control to enhance the view of an outdoor advertising sign which does not have a currently valid state permit.

3. For mowing (nonselective mechanical or chemical control of vegetation) of grass or other vegetation. Mechanical mowing, to a minimum height of 6 inches, will be permitted when no other means of vegetation management is practicable to control vegetation that screens or is likely to screen a sign face.

4. To remove, cut, or trim, vegetation that has established historic, cultural, economic, environmental, or aesthetic significance. Such vegetation would:

a. Form an important part of the setting or landscaping for an historic structure;

b. Possess historic significance through a direct association with an event or person important in history;

c. Contribute strongly to the historic character as well as visual appeal of an historic structure or district;

d. Screen historic structures or residential property from traffic congestion;

e. Serve as memorials;

f. Be directly descended from historically significant trees or plants;

g. Be listed on the National Register of Historic Places, the State Register of Historic Sites, or local historical registries;

h. Be the only vegetation in the immediate vicinity, such that removal would leave the area barren of any substantial trees;

i. Have reached an age, size, or shape that it is known to be a local landmark; or

j. Be in the immediate vicinity of a roadway that has been lined with trees for a lengthy period of time where removal of such vegetation would significantly diminish the "tree lined" character of the roadway;

5. To remove, cut, or trim trees, shrubs, or herbaceous plants that are protected by state law.

6. To remove, cut, or trim trees, shrubs, or herbaceous plants, when the Department has determined that the proposed vegetation management will significantly disrupt natural systems, roadside aesthetics, or have other negative impacts on the operation of the highway.

7. To create a new view zone by removing, cutting, or trimming existing vegetation for any sign originally permitted after July 1, 1996, unless the applicant removes at least two approximate comparable size nonconforming signs under valid permits issued pursuant to Section 479.07, F.S., and surrender the permits to the Department.

8. To remove, cut, or trim trees that have a circumference, measured at 4 1/2 feet above grade, equal to or greater than 70% of the circumference of the Florida Champion of the same species as listed in the Big Trees, The Florida Register, Florida Native Plant Society, 1997, which is available at many public libraries in Florida, and at on-line bookstores. Posting of this manual for public inspection would violate federal copyright law. A copy is available for public inspection during regular business hours at the Florida Department of Transportation, Program Management Office, 605 Suwannee Street, Tallahassee, Florida.

9. To remove, cut, or trim trees, shrubs, or herbaceous plants in violation of Section 479.106(5), F.S. This applies to vegetation that is part of a beautification project, when the project was approved prior to the permitting of any sign originally permitted after July 1, 1996. For the purpose of this rule, beautification projects include landscape projects, mitigation projects, and restoration projects. For the purpose of this rule, a beautification project is approved when it is specifically identified in the Department's five-year work program, or is a permitted landscape project, or is part of an executed agreement between the Department and a local government, or has been approved in writing by the Department for installation at a later date by a local government.

10. To remove, cut, or trim trees, shrubs, or herbaceous plants within the right of way of a roadway section to which a sign is not permitted, or proposed to be permitted, or to remove, cut, or trim trees, shrubs, or herbaceous plants within the right of way outside of the 1,000 feet view zone parameter in Section 479.106(6)(b), F.S.

(f) Applications will be reviewed and approved or denied within 60 days of receipt of a completed application. The Department will notify the applicant of any apparent errors or omissions and request any additional information within 30 days of the receipt of an application. When using the on-line portal, if a Request for Additional Information (RAI) is sent to the applicant and not responded to within 30 days, the application will become void.

(g) An approved Application (permit) is valid for the five year term of the proposed vegetation management plan.

(h) After approval, the permittee must give the Local Maintenance Engineer a minimum of two working days notification prior to all permitted vegetation management activity on the Department's right of way, unless a different time period is listed as a special

condition of the permit.

(2) Renewal Applications.

(a) Permit holders are responsible to track the expiration date of the permit. When a permit has expired for over 30 calendar days, changes are proposed, or previous permit conditions were not met, a new complete Application is required to obtain a new permit. When a permit is about to expire, or has expired within 30 calendar days, the conditions of the previous permit have been met, and there are no proposed changes to the previously approved vegetation plan; only the following will be required from the applicant for the same location:

1. Cover letter to the Department State Outdoor Advertising Administrator indicating the applicant will adhere to the conditions of the original permit and vegetation management plan.

2. Copy of the previous application that shows the Department's approval.

3. Application fee.

4. Color photographs of the sign and the entire view zone taken within six weeks prior to the renewal request being made to the Department.

(3) Vegetation Management on the Right of Way.

(a) A copy of the entire approved application and vegetation management plan must be on site and available for review by the Department when vegetation management is in progress.

(b) All work performed pursuant to an approved application to permit Vegetation Management at Outdoor Advertising Sign shall follow the approved vegetation management plan.

(c) Chemical control of vegetation is limited to the use of United States Environmental Protection Agency approved selective herbicides. Foliar application of herbicides is limited to the control of invasive exotic plants.

(d) Within 10 working days after completion of the removal, cutting, or trimming of vegetation, a qualified individual, as described in paragraph (1)(b) above, must inspect the view zone and adjoining right of way, and submit written notification to the Department State Outdoor Advertising Administrator that the work is complete. The correspondence must indicate the extent and nature of any unauthorized removal, cutting, or trimming.

(4) Mitigation. An applicant shall mitigate in accordance with this rule chapter for the impact to vegetation from removal, cutting, trimming, or accidental damage of vegetation on the Department's right of way.

(a) Mitigation is required:

1. Where cutting or trimming of, or damage to vegetation permanently detracts from the appearance or health of trees (including palm trees), shrubs, or herbaceous plants, or where cutting and trimming of trees or shrubs is not done in accordance with the standards set forth in American National Standards for Tree Care Operations – Tree, Shrub, and Other Woody Plant Management – Standard Practices (Pruning), ANSI A300 (Part 1) – 2008 Pruning, available at http://www.tcia.org. Posting of this manual for public inspection would violate federal copyright law. A copy is available for public inspection during regular business hours at the Florida Department of Transportation, Program Management Office, 605 Suwannee Street, Tallahassee, Florida.

2. Where trees taller than the surrounding shrubs and herbaceous plants are permanently damaged or removed.

3. Where trees or shrubs of a species that are not likely to grow to interfere with the visibility of displays are damaged or removed.

4. Where trees or shrubs of a species that are likely to grow to interfere with the visibility of displays are trimmed improperly, permanently damaged, or removed.

5. Where herbaceous plants are permanently damaged.

(b) Where mitigation is necessary, the applicant will provide with the Application for Vegetation Management an appraisal prepared by a qualified individual as defined in above paragraph (1)(b) using the appropriate appraisal method found in Determining the Mitigation Value of Roadside Vegetation, Rev. 10/20, which is incorporated herein by reference at http://www.flrules.org/Gateway/reference.asp?No=Ref-12210. The appraised value of the vegetation to be cut and removed will be the required mitigation subject to Department verification of the completeness and accuracy of mitigation calculations.

1. The mitigation may be paid as a fee equal to the amount of the appraisal. Mitigation fees must be paid to the Department prior to approval of an Application.

2. As an alternative to the mitigation fee, the permittee may design and build a mitigation project equal to the appraised value, at an approved location within the right of way. Applicants must contact the District Landscape Architect when preparing to develop a mitigation plan. For mitigation projects, the applicant must submit a mitigation plan which, in addition to the requirements of this

rule, meets the requirements for landscape plans in Rule 14-40.003, F.A.C., to the Department for approval. Mitigation projects must be designed to avoid additional maintenance costs by the Department. The mitigation plan shall include a landscape plan, maintenance plan (including watering for establishment for a period of one year from the date of planting), and an estimated budget of all expenses to install, establish, and maintain the replacement vegetation. The value of the completed mitigation project must be equal to or greater than the appraised value of the cut and removed vegetation. When a mitigation project does not meet the required mitigation value, the balance is due to the Department as a mitigation fee. When the mitigation plan is approved, the applicant may proceed to construct the mitigation project. Failure to complete the mitigation project within six months after the vegetation is cut or removed will result in a penalty for unauthorized removal, cutting, or trimming as described in subsection (5) of this rule. The permittee is required, at the permittee's expense, to remove and replace any mitigation materials that have not survived in a healthy condition for the first full year after planting. The replacement materials shall be of like size and variety as the replaced material, or may be other material proposed by the permittee, and determined by the Department, to be more likely to survive. If the mitigation project is not restored to meet the permit requirements, the permittee is subject to enforcement of required mitigation and the penalty for unauthorized removal, cutting, or trimming.

(c) Mitigation is not required for the following activities:

1. Trimming limited to maintaining a plant's natural habit of growth, performed in accordance with professionally accepted arboricultural standards, cited in subparagraph (4)(a)1. of this rule.

2. Removal of immature trees that are no taller than the surrounding shrubs and herbaceous plants that upon their maturity are likely to interfere with the visibility of a permitted outdoor advertising sign.

3. Removal of invasive exotic plants as listed by the Florida Department of Agriculture and Consumer Services in rule Chapter 5B-57, F.A.C., Introduction or Release of Plant Pests, Noxious Weeds, Arthropods, and Biological Control Agents, and Rule 5B-64.011, F.A.C., Prohibited Aquatic Plants.

4. Removal of vegetation that is diseased, or structurally damaged through no fault of the applicant, beyond a point where restoration is practicable.

5. Cutting or removal of vegetation that the Department normally cuts or removes pursuant to its regular maintenance of the Department's right of way.

6. Removal of vegetation when the Department's roadway plans explicitly show that the vegetation will be removed as part of the clearing and grubbing for a construction project designed and included in the Department's five-year work program.

7. Removal or cutting of vegetation that was installed within a view zone after July 1, 1996, provided the sign was permitted prior to the installation of the vegetation.

(5) Unauthorized Removal, Cutting, or Trimming of Vegetation. Any person engaged in unauthorized removal cutting, or trimming of vegetation in violation of Section 479.106, F.S., or who benefits from such action, is subject to a penalty of $1,000 per incident per sign facing and shall provide mitigation as required by subsection (4). For purposes of this subsection, the application of any chemical compound that kills or injures a tree, shrub, or herbaceous plant constitutes removal, cutting, or trimming.

(6) Sunset. The Department intends to repeal the provisions of this rule on November 30, 2025, in accordance with the rulemaking requirements of Section 120.54, F.S., unless this rule is reviewed and determined to remain necessary prior to such proposed repeal.

Rulemaking Authority 334.044(2), 479.02(7) FS. Law Implemented 334.044(26), 337.405, 479.106 FS. History–New 1-19-99, Amended 2-7-02, 2-8-06, 12-24-08, Formerly 14-40.030, Amended 1-4-21.

TO: SHYANNE HARNAGE, DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: AMENDED AND RESTATED BILLBOARD RECONSTRUCTION AGREEMENT

CAO RLS FILE: RLS 25-135

DATE: JULY 1, 2025

I have reviewed the above Request for Legal Services (RLS) related to amending a previously approved Reconstruction Agreement ("Agreement") with All Digital All Day, LLC ("ADAD") to replace a billboard sign. The main intent is to allow the replacement sign that was previously built to be removed and rebuilt to a height of 65 feet instead of 55 feet. Per our discussions, I have worked with the attorney for ADAD to prepare a First Amendment to the Agreement instead of an Amended and Restated Agreement.

The First Amendment is uploaded to Agenda Quick and is approved as to form and correctness.

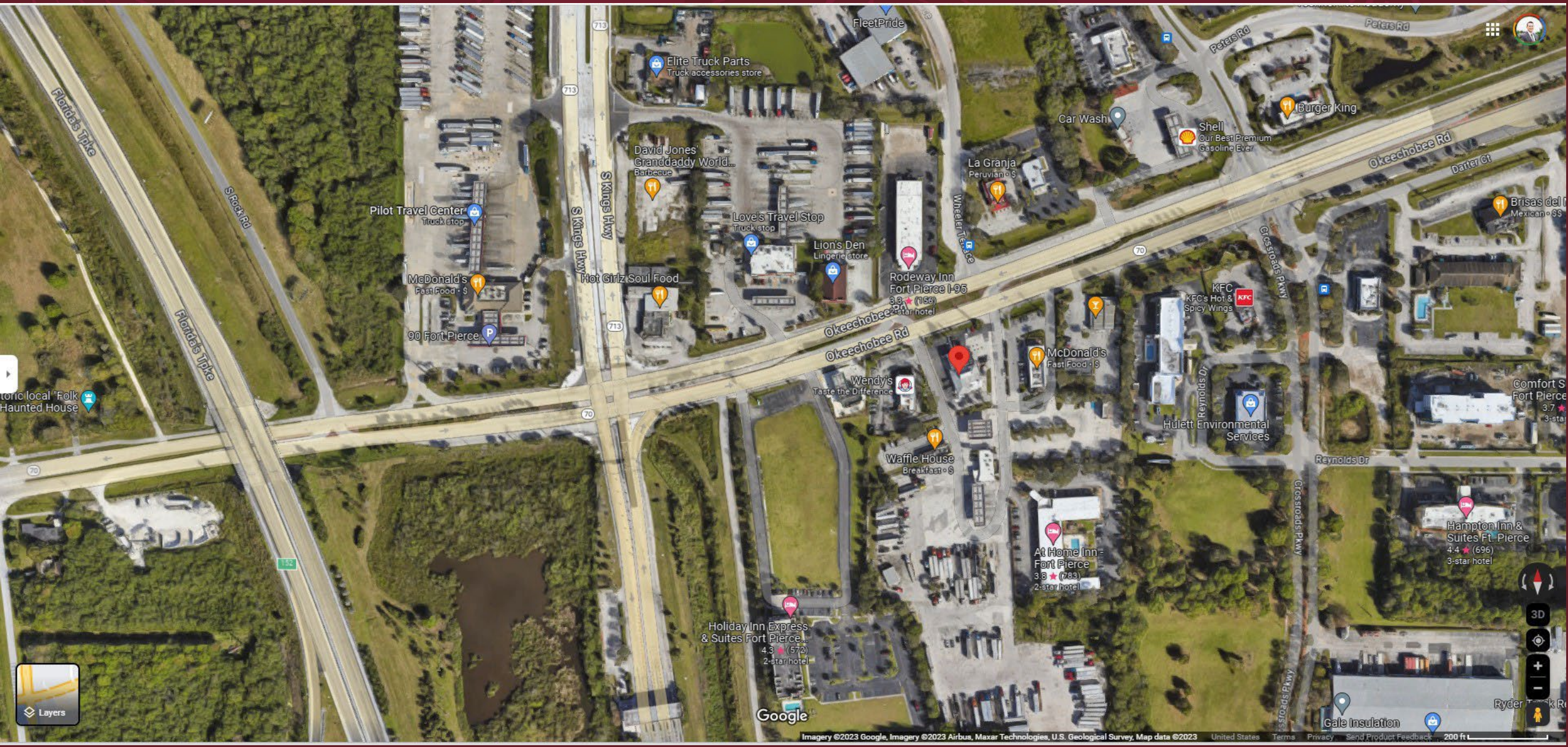
Per our discussions, it is my recommendation the billboard sign specifications be reviewed by the Planning Director for his position on appropriateness, safety, compatibility, etc. of the billboard sign.

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

Thank you.
SH

Convert Existing Digital Billboard to 65 feet

Address: 7049 Okeechobee Road, Fort Pierce FL


FleetPride
Elite Truck Parts
Truck accessories store
Peters Rd
Car Wash
Shell
Our Best Premium Gasoline Ever
Burger King
Florida's Tpke
S Kings Hwy
713
David Jones' Granddaddy World...
Barbecue
La Granja
Peruvian • $
Okeechobee Rd
Darter Ct
Pilot Travel Center
Truck stop
S Rock Rd
Love's Travel Stop
Truck stop
Lion's Den
Lingerie store
Wheeler Ter
Brisas del
Mexican • $$
McDonald's
Fast Food • $
Hot Girlz Soul Food
Rodeway Inn Fort Pierce I-95
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2-star hotel
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KFC
KFC's Hot & Spicy Wings
Crossroads Pkwy
90 Fort Pierce
McDonald's
Fast Food • $
Wendy's
Taste the Difference
Hulett Environmental Services
Comfort S
Fort Pierce
3.7
3-star
toric local "Folk
Haunted House
Waffle House
Breakfast • $
Reynolds Dr
Hampton Inn & Suites Ft. Pierce
4.4 (696)
3-star hotel
At Home Inn - Fort Pierce
3.8 (783)
2-star hotel
Holiday Inn Express & Suites Fort Pierce ...
4.3 (572)
2-star hotel
Gale Insulation
Ryder
Layers
3D
Google
Imagery ©2023 Google, Imagery ©2023 Airbus, Maxar Technologies, U.S. Geological Survey, Map data ©2023
United States
Terms
Privacy
Send Product Feedback
200 ft

New Digital Conversion Rendering For Okeechobee Road West



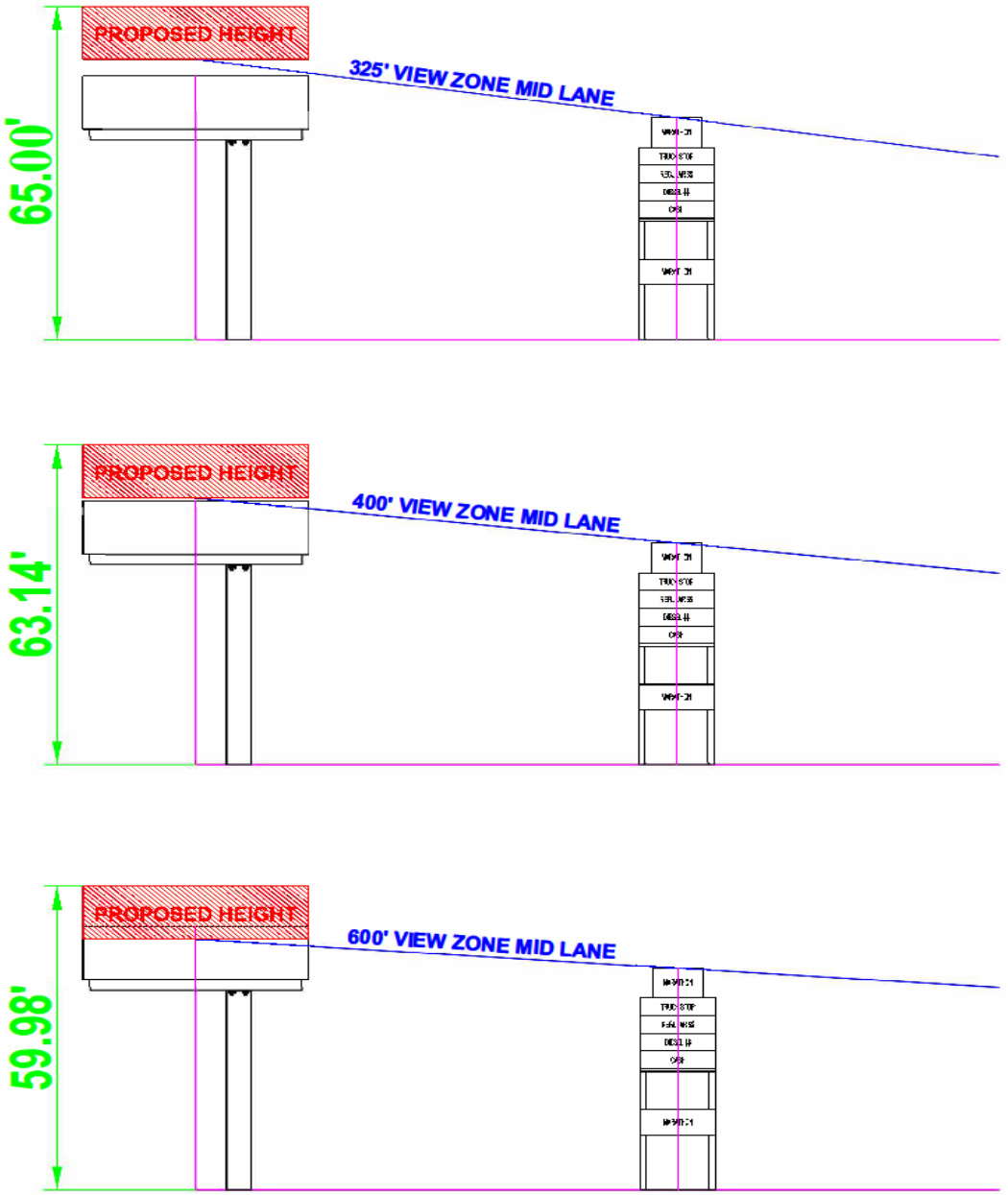
As Currently Constructed (52.8’)





View Zone Angle

Each height is based on an eye level of 4.5 feet, standard for cars



Preview Proposed Views

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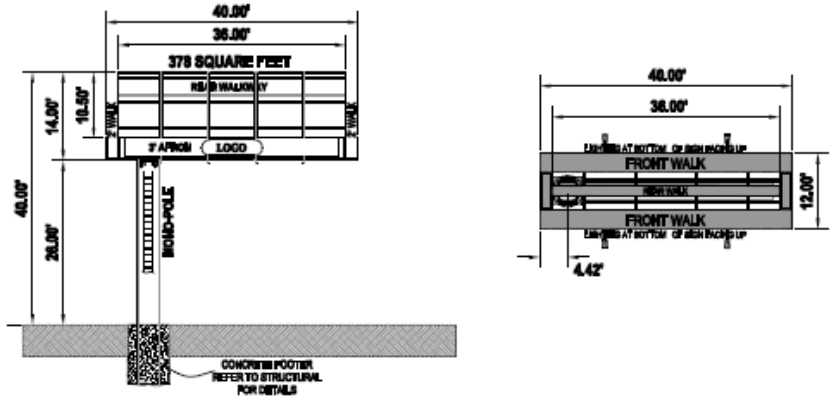
EXISTING SIGN FDOT TAG # CF343 / CF344



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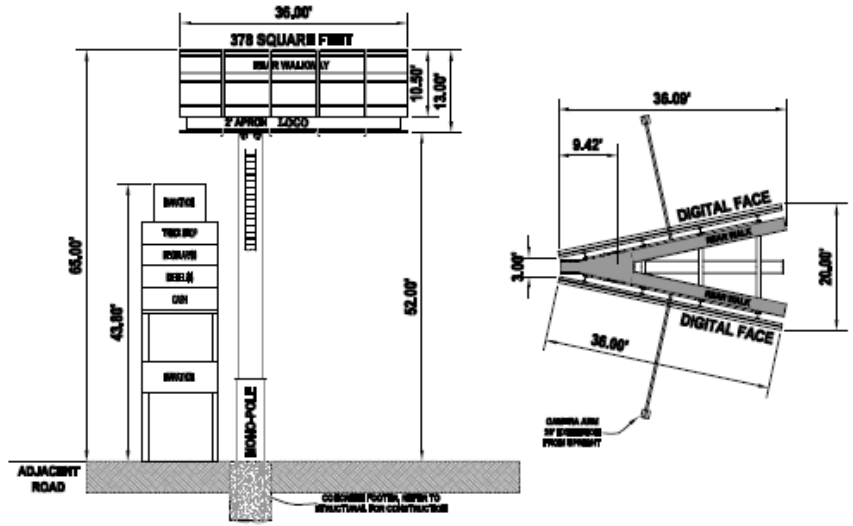
PROPOSED SIGN



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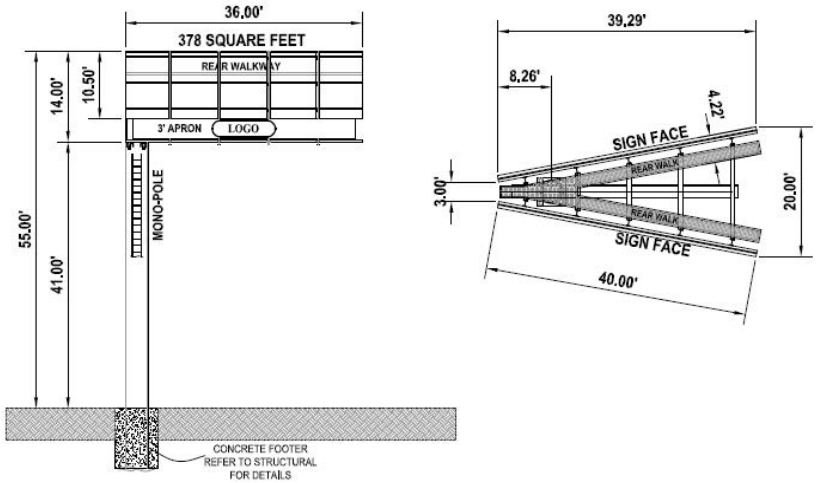



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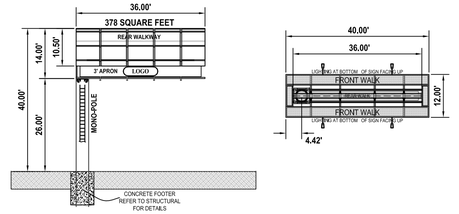
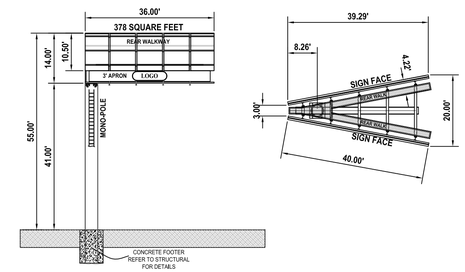
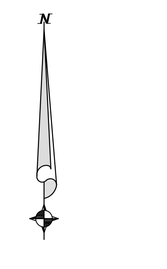


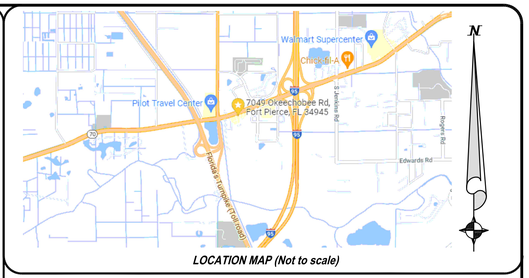
PROFILE VIEW SCALE 1" = 20' PLAN VIEW SCALE 1" = 20'
PROPOSED SIGN



SIGN / SITE LOCATION DATA

1) Owner	Jax Investment Holdings LLC
2) Site Address:	7049 Okeechobee Road Fort Pierce FL
3) Warranty Deed:	ORB 3711, PAGE 678 Public Records of St Lucie County
4) Property #:	2324-331-0004-020-2
5) Zoning District:	City of Fort Pierce
6) Highway Location:	South Side of Okeechobee Rd. and 860' East of Kings Hwy.
7) Future Land Use	Commercial
8) Zoning	Commercial
9) Section data	Section 24, Township 35S, Range 39E
10) Geodetic Location	Latitude: N 27.413107 Longitude: W -80.396472





LOCATION MAP (Not to scale)

LEGAL DESCRIPTION

Commence at the point of intersection of the West line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida, with the Southerly right-of-way line of Okeechobee Road (S.R. #70); thence run North 70°04'03" East, along the said right-of-way line, 175.00 feet, to the Point of Beginning; thence continue North 70°04'03" East, along the said right-of-way line, 124.95 feet; thence run South 00°06'18" East, 21.26 feet, to a point on the Southerly right-of-way line of Okeechobee Road (S.R. #70) as expanded; thence run North 70°04'03" East, along said right-of-way line, 26.34 feet, to the West line of a 20 foot easement; thence run South 03 °31 '09" East, along said West line of Easement, 199.60 feet; thence run South 70°04'03" West, parallel to the Southerly right-of-way line of Okeechobee Road (S.R. #70), 163.88 feet; thence run North 00°06'51" West, parallel to the said West line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 24,224.77 feet, to the Point of Beginning.

Together with a perpetual, non-exclusive easement for egress and ingress for vehicular and pedestrian traffic of grantee, its assigns, successors, invitees and agents over and across the 20 foot parcel lying immediately East of the property described above, to reach the above described property from Okeechobee Road. The said 20 foot parcel being referred to as "20 foot easement" in the legal description of the property being conveyed herein to grantee.

SURVEYOR'S NOTES

1. The current and expected use of the site is Commercial and meets the accuracy standards for such as required by the Florida Minimum Technical Standards per FAC chapter 61-G 17.
2. The Specific purpose of this survey is to provide data for permitting of a billboard sign. Notice, this sketch of survey depicts the complete limits of the legal description. For the purpose of this presentation, only the property lines and improvements adjacent to the proposed billboard have been field surveyed. This does not constitute a complete boundary survey of the overall legal description and improvements located therein.
3. The overall Property contains 32,670 square feet / 0.75 acres more or less.
4. Foundations, Footers and other Underground Facilities not located, unless otherwise shown.
5. Encroachments as shown: Not determined for the purpose of this Survey.
6. Existing easements and rights-of-way as shown hereon are per Record deed, unless otherwise shown.
7. Distances and angles / bearings shown hereon are per description and agree with the survey measurements unless otherwise specified.
8. The Bearing base is the North Line of subject site and all other bearings are relative thereto.
9. No search of the Public Records by this Surveyor.
10. This survey cannot be transferred or assigned, unless authorized by Daniel L. Blanton, Professional Surveyor and Mapper PSM # 5988.
11. Additions or Deletions to this sketch other than by the signing surveyor are prohibited.
12. Not valid without the signature and original raised seal of a Florida licensed surveyor and mapper.

ABBREVIATIONS

L.B. = Licensed Business
C/L = Centerline
ORB = Official Record Book
FDOT = Fl Department of Transportation
SR = State Road
POC = Point of Commencement
POB = Point of Beginning
NTS = Not to Scale

LEGEND

= Wood Power Pole
= Metal Power Pole
E = Electic Meter
= Light Pole
OHE — Overhead Electric Line

PROPERTY CORNER & CONTROL DATA

1 = Found 5/8" Iron Rod, No Identification
2 = Set PK Nail & Washer, No Identification

DANIEL L. BLANTON License Number 5988 STATE OF FLORIDA Professional Surveyor & Mapper

I HEREBY CERTIFY that this survey was made under my responsible charge and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter J5-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

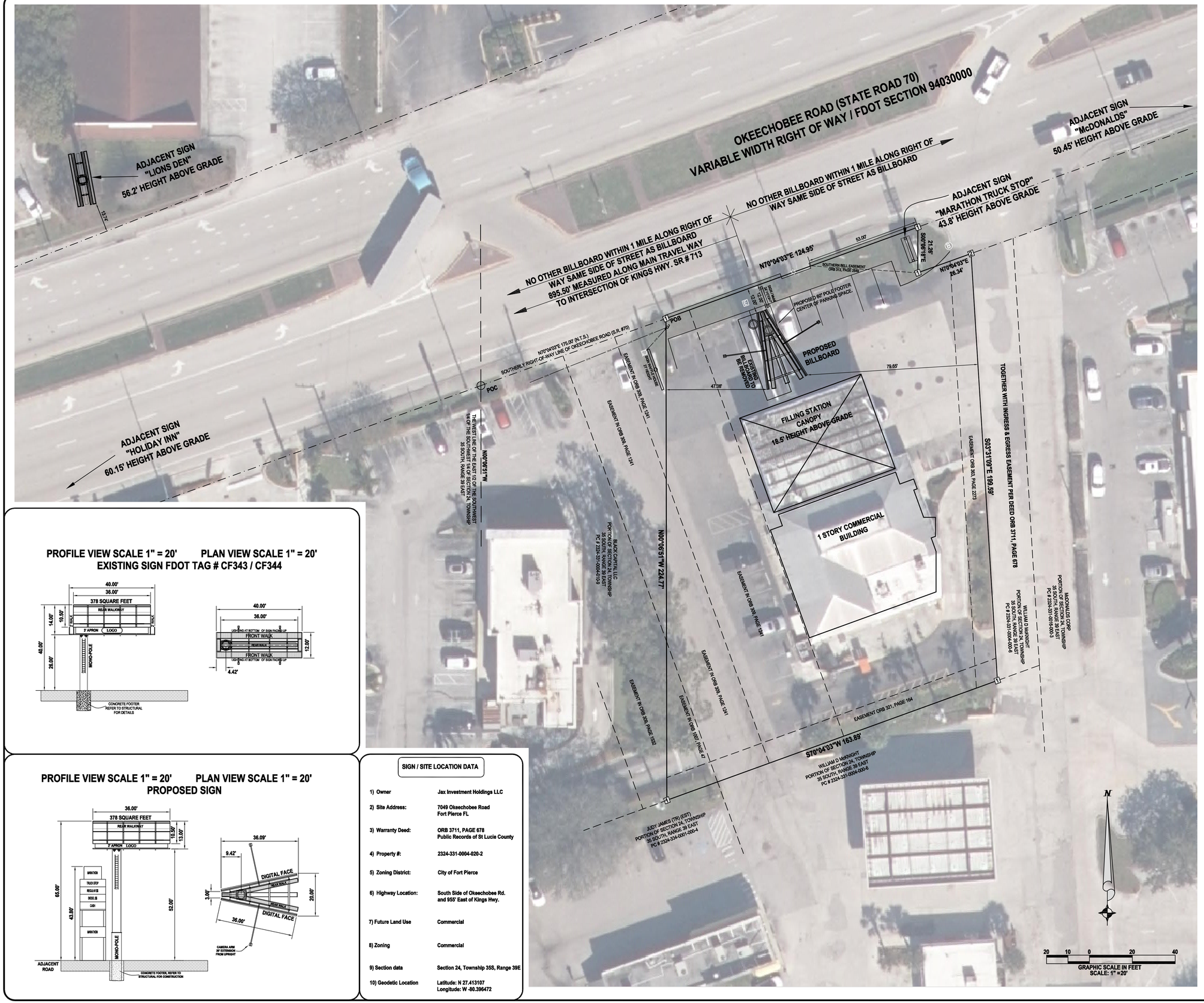
DANIEL L. BLANTON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATION NO. 5988

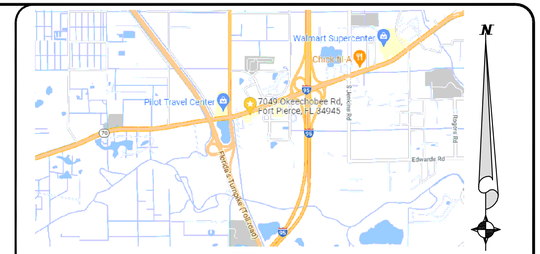
D. L. BLANTON, Inc. SURVEYING & MAPPING
Licensed Surveying Business # LB7497
1887 SW Newport Isles Blvd
Telephone: (561) 963-1953
Email: DLBlanton@bellsouth.net

BOUNDARY SURVEY AND BILLBOARD SITE PLAN

Ft Pierce Mobil Station # 382 Site
7049 Okeechobee Road (State Road 70)
Fort Pierce, Florida

REFERENCE: 24/35/39	REVISIONS:	SCALE: 1"= 20'
OFFICE: DLB		DWG. NUMBER: 21-004
DATE OF SURVEY: 02/15/2021		SHEET 1 OF 1





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2 = Set PK Nail & Washer, No Identification

PROFILE VIEW SCALE 1" = 20' PLAN VIEW SCALE 1" = 20'
EXISTING SIGN FDOT TAG # CF343 / CF344

PROFILE VIEW SCALE 1" = 20' PLAN VIEW SCALE 1" = 20'
PROPOSED SIGN

SIGN / SITE LOCATION DATA

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2) Site Address:	7049 Okeechobee Road Fort Pierce FL
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BOUNDARY SURVEY AND BILLBOARD SITE PLAN

Ft Pierce Mobil Station # 382 Site
7049 Okeechobee Road (State Road 70)
Fort Pierce, Florida

REFERENCE: 24/35/39	REVISIONS: 7/9/2024 Rev sign config 3/14/2025 Rev sign config	SCALE: 1"= 20'
OFFICE: DLB		DWG. NUMBER: 21-004-10
DATE OF SURVEY: 10/24/2022		SHEET 1 OF 1

City Commission Regular Meeting - 5:05 PM **11. D.**

Meeting Date: 07/21/2025

Re: Approval of City Commission to use funds from LETF to purchase Penlink PLX Software License.

Submitted For: Eric Chan, Major, Police Department

SUBJECT:

Approval of expenditure of Law Enforcement Trust Funds to purchase two (2) Penlink PLX Software Licenses in the amount of $18,000.00.

SUMMARY:

Penlink PLX Professional Addition is a digital solution for law enforcement to collect, analyze, and manage digital evidence from various sources, to include phone records, social media, email, and open-source intelligence. It is an essential investigative tool to streamline investigations by consolidating data, identifying evidence and uncovering connections that may not be readily apparent. The total cost of a one-year subscription for two (2) concurrent licenses will not exceed $18,000.

I certify that this request complies with the provisions set forth under subsection 5(a)(b) of Florida State Statute 932.7055. Should the City Commission approve these expenditures, the purchase will be made in accordance to the City of Fort Pierce's purchasing rules and regulations.

RECOMMENDATION:

It is recommended that the use of LETF monies be approved to purchase this software.

ALTERNATIVES:

N/A

RESPONSIBLE STAFF:

Major Eric Chan

COORDINATED WITH:

Acting Chief Robert Ridle

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2025
Account:	LETF

Amount: $18,000

OTHER INFORMATION:

LETF

Attachments

Letter to Commission

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/11/2025 11:41 AM

Form Started By: Eric Chan
Started On: 07/09/2025 02:01 PM
Final Approval Date: 07/11/2025

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

July 9, 2025

City Commission
City of Fort Pierce
100 N. US Highway 1
Fort Pierce, Florida 24950

Honorable Commission:

I respectfully request that the City Commission authorize the use of proceeds from the Law Enforcement Trust Fund (LETF) to purchase two (2) Professional Edition Penlink PLX Software Licenses. This software is a digital solution for law enforcement to collect, analyze, and manage digital evidence from various sources, to include phone records, social media, email, and open-source intelligence. It is an essential investigative tool to streamline investigations by consolidating data, identifying evidence and uncovering connections that may not be readily apparent. The total cost for a one-year subscription for two (2) concurrent licenses will not exceed $18,000.

I certify that this request complies with the provisions set forth under subsection 5(a)(b) of Florida State Statute 932.7055. Should the City Commission approve these expenditures, the purchase will be made in accordance to the City of Fort Pierce's purchasing rules and regulations.

Respectfully,

Robert Ridle
Acting Chief of Police

City Commission Regular Meeting - 5:05 PM **11. E.**

Meeting Date: 07/21/2025

Re: Request Award of the Indian River Drive (Seaway Drive to Avenue A) Roadway Reconstruction Contract to Ferreira Construction Co., Inc. – Bid No. 2025-019

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

---

SUBJECT:

Approval of Award of RFP 2025-019 for the Indian River Drive Roadway Reconstruction project to the low bidder, Ferreira Construction Company, Inc. in an amount not to exceed $10,254,124.04.

SUMMARY:

On August 30, 2022, Governor Ron DeSantis awarded the City of Fort Pierce a $2.7 million Florida Job Growth Grant, DEO Grant Agreement No. G0100, to assist with the funding of infrastructure improvements along Indian River Drive, Avenue B, and AE Backus Avenue.

The improvements to Indian River Drive include the replacement of the bridge over Moore's Creek, roadway reconstruction, on-street parking where right-of-way limits allow, landscaping, irrigation, sidewalks, curb & gutter, drainage upgrades, rerouting of electric, and upgrades to the existing water and sanitary sewer infrastructure. The bids received ranged in price from $13,544,607 to $20,678,287.

Staff entered into negotiations with the engineer of record and the low bidder in order to explore value engineering opportunities as a way of providing cost-saving options for the project, as a result the original low bid of $13,544,607 was reduced to $10,254,124.

The following design elements were eliminated or proposed for future construction as result of the cost savings:
1) Seawall and bridge modifications including reduction of approach slabs.
2) Eliminated brick sidewalk banding and reduced western sidewalk width.
3) Landscape modifications.
4) Permeable parking modifications.
5) Pavement design changes.
6) AE Backus improvements.

RECOMMENDATION:

Staff recommends award of the modified bid in the amount of $10,254,124.04 to the low bidder, Ferreira Construction Company, Inc.

ALTERNATIVES:

Deny and rebid.

RESPONSIBLE STAFF:

Tracy Telle, Engineering Manager

COORDINATED WITH:

City Manager, FPRA, Purchasing, FPUA

Fiscal Impact

OTHER INFORMATION:

Proposed project funding sources include:
1. $1,000,000 - DEO Grant Reimbursement
2. $1,346,550.88 – FPUA W-WW & DEO Grant Reimbursement
3. $130,900.00 – FPUA Electric and DEO Grant Reimbursement
4. $2,776,673.16 – FPRA Funding
5. $3,000,000.00 - Surtax Funding
6. $2,000,000.00 – Road Impact Fees

Note: Additional funding will be needed for plan design modifications, geotechnical testing during construction, and CEI services.

Attachments

Bid Tabulation Memo
Ferreira Bid Revision
Ferreira Bid Extension
Purchasing Concurrence
Ferreira Original Bid
IRD Bid Plans

Form Review

Inbox	Reviewed By	Date
City Manager	Jennifer Robinson	07/15/2025 12:47 PM
Finance Department	Johnna Morris	07/15/2025 04:33 PM
City Manager	Richard Chess	07/15/2025 05:04 PM
Form Started By: Awilda Colon		Started On: 07/09/2025 02:27 PM
Final Approval Date: 07/15/2025		

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS**
BID NUMBER:	**2025-019**
OPENING DATE:	03/25/25 @ 3:30PM
RECOMMENDED AWARD:	Pending

RESPONSE
6 of 55 = 10.09%
0 "No Bids"
Total = 10.09%

" 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	BID BOND	TOTAL BID PRICE
Ferreira Construction Co Inc. Hobe Sound, FL	**10%**	**$13,544,607.51**
Cone & Graham Port St. Lucie, FL	**10%**	**$16,778,858.67**
Ranger Construction Industries, Inc. Fort Pierce, FL	**10%**	**$16,809,893.87**
C.W. Roberts Contracting, Inc Palm City, FL	**5%**	**$17,254,370.82**
Custom Built Marine Construction, Inc. Fort Pierce, FL	**10%**	**$17,992,707.04**
Cathcart Construction Company Winter Springs, FL	**10%**	**$20,678,286.80**

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

BID RESPONSE FORM
INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
	ROADWAY PAY ITEMS				
101-1	MOBILIZATION / DEMOBILIZATION	LS	1	$870,077.00	$870,077.00
102-1	MAINTENANCE OF TRAFFIC	LS	1	$91,840.00	$91,840.00
104-2	PREVENTION, CONTROL, & ABATEMENT OR EROSION & WATER POLLUTION	LS	1	$72,670.00	$72,670.00
110-1-1	STANDARD CLEARING & GRUBBING	AC	5.2	$38,156.90	$198,415.88
120-1	REGULAR EXCAVATION	CY	4229	$17.60	$ 74,430.40
120-6	EMBANKMENT	CY	6547	$42.00	$274,974.00
160-4	TYPE "B" STABILIZATION	SY	10410	$10.30	$107,223.00
285-709	OPTIONAL BASE GROUP 9 (10" THICK)	SY	7112	$46.40	$329,996.80
327-70-1	MILLING EXISTING PAVEMENT (1.0" AVG DEPTH)	SY	233	$33.20	$7,735.60
334-1-53	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-9.5) (TRAFFIC C) (PG 76-22) (1")	TN	422	$181.20	$76,466.40
334-1-53A	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5) (TRAFFIC C) (PG 76-22) (2")	TN	811	$200.50	$162,605.50
350-3-204	CEMENT CONCRETE PAVEMENT (STAMPED CROSSWALK) (6" THICK)	SY	80	$132.00	$10,560.00
~~400-0-11~~	~~CLASS NS CONCRETE (GRAVITY WALL) (SCHEME 1)~~	~~CY~~	~~18.2~~		
~~400-0-12~~	~~CLASS NS CONCRETE (SEATWALL)~~	~~CY~~	~~41~~		
~~400-0-13~~	~~CLASS NS CONCRETE (CONCRETE STEPS)~~	~~CY~~	~~2.8~~		
425-1-201	CURB INLET (TYPE P-9) (<10')	EA	25	$6,754.73	$168,868.25
425-1-203	CURB INLET (TYPE J-9) (<10')	EA	2	$7,541.00	$15,082.00
425-1-211	CURB INLET (TYPE P-10) (<10')	EA	1	$6,70190	$6,701.00
425-1-213	CURB INLET (TYPE J-10) (<10')	EA	1	$7,690.00	$7,690.00
~~425-1-331~~	~~CURB INLET (TYPE P-3) (<10')~~	~~EA~~	~~4~~		
425-1-341	CURB INLET (TYPE P-4) (<10')	EA	1	$10,907.00	$10,907.00
425-1-521	DITCH BOTTOM INLET (TYPE C) (<10')	EA	7	$5,410.00	$37,870.00
425-1-711	VALLEY GUTTER INLET (<10') (P-BOTTOM)	EA	2	$11,214.00	$22,428.00
425-1-712	VALLEY GUTTER INLET (<10') (J-BOTTOM)	EA	1	$11,720.00	$11,720.00
425-2-41A	MANHOLE (P-7) (<10') (W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	13	$7,870.00	$102,310.00
425-2-71A	MANHOLE (J-7) (<10') (W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	4	$6,992.00	$27,968.00
425-5-1A	MANHOLE (UTILITIES) ADJUST (W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	7	$3682.00	$25,774.00
425-6	VALVE BOX ADJUST	EA	9	$545.20	$4,906.80
425-11	MODIFY EXIST. DRAINAGE STRUCTURE	EA	3	$4,005.90	$12,017.70
430-175-115	PIPE CULVERT (15" RCP) (CL III)	LF	21	$209.27	$4,394.67
430-175-118	PIPE CULVERT (18" RCP) (CL III)	LF	80	$119.20	$9,536.00
430-175-124	PIPE CULVERT (24" RCP) (CL III)	LF	1368	$1137.42	$187,990.56
430-175-124A	PIPE CULVERT (24" CAP) (12 GAUGE) (ULTRA-FLO)	LF	182	$159.58	$29,043.56
430-175-215	PIPE CULVERT (12"x18" ERCP) (CL III)	LF	42	$1159.48	$6,698.16
430-175-218	PIPE CULVERT (14"x23" ERCP) (CL III)	LF	200	$136.80	$27,360.00
430-175-224	PIPE CULVERT (19"x30" ERCP) (CL III)	LF	21	$291.85	$6,128.85
430-830	PLUG AND PRESSURE GROUT PIPE OUT OF SERVICE	CY	239	$107.70	$25,740.30
440-73-2	6" HDPE UNDERDRAIN PIPE	LF	797	$403.10	$321,270.70
~~515-1-2~~	~~PIPE HANDRAIL - GUIDERAIL W/ HANDRAIL (ALUMINUM)~~	~~LF~~	~~80~~		
520-1-10	CONCRETE CURB & GUTTER (TYPE F)	LF	4132	$55.05	$227,466.60
520-2-4	CONCRETE CURB (TYPE D)	LF	1087	$38.84	$42,219.08
520-3	CONCRETE VALLEY GUTTER	LF	407	$50.94	$20,732.58
520-2-115	CONCRETE HEADER CURB	LF	1182	$53.68	$63,449.76
522-1	CONCRETE SIDEWALK (3,000 PSI MIN. W/ FIBER) (1.0 LB/SY) (4" THICK)	SY	447	$53.68	$23,994.96
522-1A	CONCRETE SIDEWALK (W/ BRICK BANDING) (3,000 PSI MIN. W/ FIBER) (1.0 LB/SY) (4" THICK)	SY	3072	$150.42	$462,090.24
522-2	CONCRETE SIDEWALKS & DRIVEWAYS (3,000 PSI W/ FIBER) (1.5 LB/SY) (6" THICK)	SY	194	$111.89	$21,706.66
~~526-1-1~~	~~ARCHITECTURAL PAVERS (ROADWAY) (PLAZA) (W/ 6" THICK CONC. SUB SLAB)~~	~~SY~~	~~1045~~		
526-1-2	ARCHITECTURAL PAVERS (SIDEWALK) (REMOVE & RESET)	SY	120	$64.30	$7,716.00
526-1-3	PERVIOUS PAVERS (F&I)	SY	1195	$116.50	$139,217.50
527-2A	DETECTABLE WARNING DOMES (F&I) (PAVERS)	SF	674	$228.80	$154,211.20
530-3-8	RIPRAP-RUBBLE (REMOVE EXISTING AND REINSTALL)	CY	26	$185.50	$4,823.00
751-38-13	CONCRETE BENCH (BOOMERANG BENCH)	EA	2	$7,600.70	$15,201.40
999-2A	RECORD /-AS-BUILT DRAWINGS (ROADWAY & DRAINAGE)	LS	1	$22,489.20	$22,489.20

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
	LANDSCAPE PAY ITEMS				
162-1-3	PREPARED SOIL LAYER (SUPPLEMENTAL TOP SOIL) (DEPTH VARIES)	CY	500	$70.70	$35,350.00
570-1-2	PERFORMANCE TURF (SOD) (FLORATAM)	SY	3200	$7.10	$22,720.00
570-1-2A	PERFORMANCE TURF (SOD) (BAHIA)	SY	225	$4.80	$1,080.00
570-1-2B	PERFORMANCE TURF (SOD) (ARACHIS GLABRATA 'ECOTURF' / PERENNIAL PEANUT)	SY	321	$39.60	$12,711.60
580-1-9	MULCH (FLORIMULCH) (4" THICK)	SY	154	$6.40	$985.60
580-4-555	ROYSTONEA REGIA / ROYAL PALM (17-20' G.W.)	EA	12	$6,169.60	$74,035.20
~~580-4-556~~	~~PHOENIX SYLVESTRIS / WILD DATE PALM (16'-18' HT)~~	~~EA~~	3		
~~580-7-107~~	~~MUHLENBERGIA CAPILLARIS / PINK MUHLY (24" HT MIN.)~~	~~EA~~	~~1312~~		
~~580-7-147~~	~~CLUSIA RODEA 'NANA' / CLUSIA NANA (18" HT MIN., 18" SPR MIN.)~~	~~EA~~	~~195~~		
~~580-7-177~~	~~CHRYSOBALANUS ICACO 'RED TIP' / RED TIP COCOPLUM (30" HT MIN., 36" SPR MIN.)~~	~~EA~~	~~175~~		
~~580-7-267~~	~~FICUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FICUS (18" HT MIN., 18" SPR MIN.)~~	~~EA~~	~~2133~~		
~~580-7-707~~	~~BOUGAINVILLEA 'HELEN JOHNSON' / HELEN JOHNSON COMPACT BOUGAINVILLEA (24" HT MIN., 24" SPR MIN.)~~	~~EA~~	~~222~~		
~~580-7-727~~	~~CRINUM AUGUSTUM 'QUEEN EMMA' / QUEEN EMMA CRINUM LILY (24" HT MIN., 30" SPR MIN.)~~	~~EA~~	~~55~~		
~~580-7-747~~	~~TRACHELOSPERMUM JASMINOIDES / CONFEDERATE JASMINE (24"X24")~~	~~EA~~	~~1522~~		
~~580-7-757~~	~~EVOLVULUS GLOMERATUS 'BLUE DAZE' / BRAZILIAN DWARF MORNING GLORY (24" HT MIN.)~~	~~EA~~	~~4931~~		
581-1-1	RELOCATED ROYAL PALM	EA	36	$2,571.30	$92,566.80
~~590-70~~	~~IRRIGATION SYSTEM (COMPLETE) (F&I)~~	~~LS~~	~~1~~		
	SIGNING AND MARKING PAY ITEMS				
700-1-11A	SINGLE POST SIGN (F&I) (GROUND MOUNT, UP TO 12 SF) (DECORATIVE SIGNS AND POLES)	AS	24	$1,665.70	$39,976.80
~~700-1-51A~~	~~SINGLE POST SIGN (RELOCATE) (GROUND MOUNT, UP TO 12 SF) (DECORATIVE SIGNS AND POLES)~~	~~AS~~	4		
700-1-51B	SINGLE POST SIGN (RELOCATE) (GROUND MOUNT, 12-20 SF) (DECORATIVE SIGNS AND POLES)	AS	2	$1,768.60	$3,537.20
~~702-1~~	~~BLINKER BEAM PEDESTRIAN CROSSING SYSTEM~~	~~EA~~	2		
706-1-3	RETROREFLECTIVE PAVEMENT MARKINGS	EA	128	$10.50	$1,344.00
711-11-121	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (6")	LF	4202	$3.70	$15,547.40
711-11-123	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (12")	LF	164	$6.40	$1,049.60
711-11-125	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (24")	LF	215	$11.80	$2,537.00
711-11-141	TRAFFIC STRIPE SKIP (THERMOPLASTIC) (WHITE) (6", 2'-4' SKIP)	LF	90	$6.00	$540.00
711-11-170	TRAFFIC MARKING (THERMOPLASTIC) (WHITE) (ARROW)	EA	3	$258.60	$775.80
711-11-221	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6")	LF	2979	$3.70	$11,022.30
711-11-224	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (18")	LF	5	$10.90	$54.50
711-11-231	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6", 2'-4' SKIP)	LF	96	$6.00	$576.00
~~711-11-231~~	~~TRAFFIC STRIPE SKIP (THERMOPLASTIC) (YELLOW) (6", 10'-30' SKIP)~~	~~LF~~	460		
713-103-101	PERMANENT TAPE (WHITE) (6") (BRIDGE)	LF	172	$8.00	$1,376.00
713-103-103	PERMANENT TAPE (WHITE) (12") (BRIDGE)	LF	64	$14.40	$921.60
713-103-202	PERMANENT TAPE (YELLOW) (6") (BRIDGE)	LF	172	$8.00	$1,376.00
	LIGHTING PAY ITEMS				
~~519-78~~	~~BOLLARD (LIGHTED) (F&I)~~	~~EA~~	~~16~~		
519-79	BOLLARD (NONLIGHTED) (F&I)	EA	16	$4,342.00	$69,472.00
630-2-11	CONDUIT (F&I) (OPEN TRENCH) (2" PVC)	LF	4053	$27.50	$111,457.50
635-2-11	PULL & SPLICE BOX (13"X24") (F&I)	EA	38	$1210.00	$45,980.00
715-500-1	POLE CABLE DISTRIBUTION SYSTEM (CONVENTIONAL)	EA	38	$907.00	$34,466.00
715-516-315	LIGHT POLE COMPLETE (SPECIAL DESIGN) (POLE TOP MOUNT) (F&I) (W/ RECEPTACLE AND BANNER ARMS)	EA	36	$12,117.00	$436,12.00
715-546-815	LIGHT POLE COMPLETE (RELOCATE)	EA	1	$3,638.00	$3,638.00
	BRIDGE PAY ITEMS				
108-~~2~~	MONITOR EXISTING STRUCTURES - VIBRATION MONITORING	LS	1	$21,905.00	$21,905.00
110-3	REMOVAL OF EXISTING STRUCTURE/BRIDGE	SF	2760	$115.50	$318,780.00
400-2-10	CONCRETE CLASS II, APPROACH SLAB	CY	51	$489.47	$24,962.97
400-4-5	CONCRETE CLASS IV, BRIDGE SUBSTRUCTURE	CY	132.3	$2,821.05	$373,224.92
400-4-25	CONCRETE CLASS IV, MASS, SUBSTRUCTURE	CY	87.6	$4175.00	$365,730.00
400-4-47	CONCRETE CLASS IV, CAST IN PLACE TOPPING WITH SHRINKAGE REDUCING ADMIXTURE	CY	109.3	$1,494.73	$163,373.99
400-7-1	BRIDGE DECK GROOVING	SY	147	$72.90	$10,716.30
400-148	PLAIN NEOPRENE BEARING PADS	CF	5.2	$2,061.50	$10,719.80
415-1-4	REINFORCING STEEL, BRIDGE SUPERSTRUCTURE	LB	16908	$6.34	$107,196.72

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
415-1-9	REINFORCING STEEL, APPROACH SLABS	LB	8750	$2.56	$22,400.00
415-2-5	STAINLESS REINFORCING STEEL, SUBSTRUCTURE	LB	22600	$6.10	$137,860.00
450-8-24	PRESTRESSED BEAM: FLORIDA SLAB BEAM, BEAM DEPTH 15" CARBON STEEL, WIDTH 58-60"	LF	438	$466.23	$204,208.74
455-34-405	PRESTRESSED CONCRETE PILING, INCLUDES 100% DYNAMIC TESTING, SIZE 18" SQ W/ FRP OR STAINLESS STEEL STRANDS AND REINFORCING	LF	2845	$254.00	$722,630.00
455-133-3	SHEET PILING STEEL (F&I), PERMANENT	SF	1086	$250.00	$271,500.00
458-1-11	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION, (F&I) POUREED JOINT WITH BACKER ROD	LF	121	$103.20	$12,487.20
~~521 5 3A~~	FDOT 36" CURB RAIL		114	$1,422.00	$162,108.00
630-2-16	CONDUIT (F&I), EMBEDDED CONCRETE BARRIERS AND TRAFFIC RAILINGS	LF	750	$56.10	$42,075.00
635-3-13	JUNCTION BOX (F&I), EMBEDDED	EA	4	$858.00	$3,432.00
715-11A	LUMINAIRE COMPLETE (F&I)	LS	1	$60,807.41	$60,807.41
	SEAWALL REPAIR PAY ITEMS				
~~401-70-1~~	~~RESTOR SPALLED AREAS, EPOXY~~	~~CF~~	~~1~~		
~~401-70-4~~	~~RESTORE SPALLED AREAS, PORTLAND CEMENT GROUT~~	~~CF~~	~~47~~		
~~401-70-4A~~	~~RESTORE SPALLED AREAS, PORTALND CEMENT GROUT (WALL PANELS)~~	~~CF~~	~~27~~		
~~411-1A~~	~~CRACK SEALING - STRUCTURES REHAB.~~	~~LF~~	~~30~~		
~~563-1~~	~~ANTI GRAFFITI COATING, NON SCRIFICIAL~~	~~SF~~	~~1500~~		
~~901-1A~~	~~57 STONE FILL~~	~~LS~~	~~1~~		
	WATER/SEWER UTILITY PAY ITEMS				
999-2B	RECORD / AS-BUILT DRAWINGS (FPUA UTILITIES)	LS	1	$27,501.10	$27,501.10
1050-18-203	EXISTING 6" WATER MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	1,090	$28.10	$30,629.00
1050-18-204	EXISTING 8" WATER MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	100	$64.30	$6,430.00
1050-18-204A	EXISTING 12" WATER MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	50	$84.70	$4,235.00
1050-18-204B	EXISTING 8" FORCE MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	70	$50.00	$3,500.00
1050-18-204C	EXISTING 18" FORCE MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	770	$29.00	$22,330.00
1050-18-204D	EXISTING 15" GRAVITY SEWER (REMOVE)	LF	43	$121.80	$5,237.40
1050-18-322	EXISTING 2" FORCE MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	205	$33.80	$6,929.00
1050-31-206	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (6")	LF	82	$162.00	$13,284.00
1050-31-208	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (8")	LF	123	$161.26	$19,934.98
1050-31-208A	UTILITY PIPE (F&I) (PVC) (FORCE MAIN) (8")	LF	61	$189.15	$11,538.15
1050-31-212	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (12")	LF	62	$403.78	$25,034.36
1050-31-216	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (16")	LF	30	$1030.94	$30,928.20
1050-31-218	UTILITY PIPE (F&I) (PVC) (FORCE MAIN) (18")	LF	759	$270.00	$204,930.00
1050-41-102	UTILITY PIPE (F&I) (PE) (FORCE MAIN) (2")	LF	77	$67.26	$5,179.02
1050-42-218	UTILITY PIPE (F&i) (HDPE) (FORCE MAIN) (18")	LF	106	$635.57	$67,370.42
1050-51-208	UTILITY PIPE (F&I) (DI) (WATER MAIN) (8")	LF	66	$676.00	$44,616.00
1050-51-218	UTILITY PIPE (F&I) (DI) (FORCE MAIN) (18")	LF	67	$3,054.31	$204,638.77
1050-51-308	UTILITY FITTING (F&I) (REDUCER) (DI) (8"X12") (WATER MAIN)	EA	1	$1,757.89	$1757.89
1055-51-106	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (6")	EA	7	$1,382.10	$9,674.70
1055-51-108	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (8")	EA	5	$1,398.94	$6,994.70
1055-51-108A	UTILITY FITTING (F&I) (ELBOW) (90 DEG.) (DI) (WATER MAIN) (8")	EA	2	$1,579.15	$3,158.30
1055-51-112	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (12")	EA	4	$2,242.52	$8,970.08
1055-51-116	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (16")	EA	4	$3,685.36	$14,741.44
1055-51-108	UTILITY FITTING (F&I) (ELBOW) (22.5 DEG.) (DI) (FORCE MAIN) (8")	EA	1	$2,415.05	$2,415.05
1055-51-118	UTILITY FITTING (F&I) (ELBOW) (22.5 DEG.) (DI) (FORCE MAIN) (18")	EA	1	$6,919.57	$6,919.57
1055-51-118A	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (FORCE MAIN) (18")	EA	22	$6,939.89	$152,677.58
1055-51-118B	UTILITY FITTING (F&I) (ELBOW) (90 DEG.) (DI) (FORCE MAIN) (18")	EA	6	$7,896.52	$47,379.12
1055-51-206	UTILITY FITTING (F&I) (TEE) (DI) (WATER MAIN) (6"X6")	EA	1	$1,753.57	$1,753.57
1055-51-212	UTILITY FITTING (F&I) (TEE) (DI) (WATER MAIN) (12"X12")	EA	1	$3,224.10	$3,224.10
1055-51-218A	UTILITY FITTING (F&I) (TEE) (DI) (FORCE MAIN) (8"X18")	EA	1	$8,768.73	$8,768.73
1055-51-518	UTILITY FITTING (F&I) (CAP) (DI) (FORCE MAIN) (18")	EA	1	$4,666.21	$4,666.21
1055-51-618	UTILITY FITTING (F&I) (WYE) (DI) (FORCE MAIN) (18"X18")	EA	1	$8,768.73	$8,768.73
1060-11-222	UTILITY STRUCTURE AND MANHOLE (F&I) (BELOW GRADE) (ULTILITY CONFLICT MANHOLE W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	3	$18,488.42	$55,465.26
1060-15-202	UTILITY STRUCTURE AND MANHOLE (MODIFY) (W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	1	$48,005.50	$48,005.50

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
1060-28-30	UTILITY STRUCTURE (TEMPORARY FM SUPPORT STRUCTURE)	LS	1	$7,439.41	$7,439.41
1060-11-201	UTILITY FIXTURE (F&I) (WATER METER SERVICE)	EA	1	$6,658.30	$6,658.30
1060-11-201A	UTILITY FIXTURE (F&I) (DUAL WATER METER SERVICE)	EA	1	$4,901.10	$4,901.10
1060-11-203	UTILITY FIXTURE (F&I) (2"X18" SEALTITE SADDLE) (FM)	EA	1	$2,625.10	$2,625.10
1060-11-403	UTILITY FIXTURE (F&I) (6"X12" TAPPING SADDLE) (WM)	EA	2	$10,072.10	$20,144.20
1060-11-406A	UTILITY FIXTURE (F&I) (ARV) (WATER MAIN) (8")	EA	1	$4,418.50	$4,418.50
1060-11-406B	UTILITY FIXTURE (F&I) (ARV) (FORCE MAIN) (18")	EA	1	$6,090.90	$6,090.90
1060-11-410	UTILITY FIXTURE (F&I) (18"X18" HDPE/PVC TRANSITION COUPLING)	EA	4	$8,350.10	$33,400.40
1060-11-499	UTILITY FIXTURE (F&I) (TEMPORARY JUMPER CONNECTION)	EA	1	$2,303.50	$2,303.50
1060-21-102	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (FORCE MAIN) (2")	EA	1	$2,465.89	$2,465.89
1060-21-106	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (WATER MAIN) (6")	EA	2	$7,239.89	$14,479.78
1060-21-108	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (WATER MAIN) (8")	EA	1	$4,667.36	$4,667.36
1060-21-108A	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (FORCE MAIN) (8")	EA	1	$4,667.36	$667.36
1060-21-112	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (WATER MAIN) (12")	EA	1	$7,733.68	$7,733.68
1060-21-118	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (FORCE MAIN) (18")	EA	3	$28,060.94	$84,182.82
1060-32-108	UTILITY FIXTURE (F&I) (SAMPLE POINT) (WATER MAIN)	EA	3	$3,210.50	$9,631.50
1644-113-08	FIRE HYDRANT ASSEMBLY (F&I)	EA	1	$11,255.15	$11,255.15
	ELECTRIC UTILITY PAY ITEMS				
630-2-91	CONDUIT (INSTALL) (OPEN TRENCH) (2" PVC)	LF	2000	$27.70	$55,400.00
630-2-91A	CONDUIT (INSTALL) (OPEN TRENCH) (4" PVC)	LF	2000	$27.70	$55,400.00
630-2-91B	CONDUIT (INSTALL) (OPEN TRENCH) (6" PVC)	LF	600	$33.50	$20,100.00
				ROADAY SUB-TOTAL =	$4,219,246.21
				LANDSCAPE SUB-TOTAL =	$239,449.20
				SIGNING AND MARKING SUB-TOTAL =	$80,634.20
				LIGHTING SUB-TOTAL =	$701,225.50
				BRIDGE SUB-TOTAL =	$3,036,118.05
				SEAWALL REPAIR SUB-TOTAL =	
				WATER/SEWER UTILITY SUB-TOTAL =	$1,346,550.88
				ELECTRIC UTILITY SUB-TOTAL =	$130,900.00
				PROJECT SUB-TOTAL =	$9,754,124.04
				CONTINGENCY (~~10%~~) =	$500,000.00
				PROJECT TOTAL =	$10,254,124.04

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

May 23, 2025

Email: jciabattari@ferreiraconstruction.com

Ferreira Construction Co. Inc.
13000 SE Flora Avenue
Hobe Sound, Florida 33455
Attn: John Ciabattari, Vice President

RE: Bid No. 2025-007 – Indian River Drive Corridor Improvements
Request for Extension of Bid Validity Period – Additional Extension

Dear Mr. Johnson,

We are writing to formally request an extension of the validity period for your bid submitted in response to Bid No. 2025-019 for the Indian River Drive Corridor Improvements, dated March 25, 2025. The City of Fort Pierce is eager to participate in this project and is committed to providing a competitive offer.

To finalize the evaluation of the submitted bids, we kindly request an extension of the bid validity period by thirty (30) days from the current extension date of July 15, 2025. With this extension, all bids will remain **valid until August 7, 2025**. This additional time will ensure that your proposal meets all requirements, represents our best offer, and be effectively prepared for submission to the Commission for approval.

To accept this extension, please sign in the space provided below and return it via email to purchasing@cityoffortpierce.com on or before **Tuesday, July 15, 2025**.

We appreciate your understanding and consideration of our request and look forward to your positive response.

Sincerely,

Gelencia Carter

Gelencia Carter, MPA
Purchasing Manager

ACCEPTED BY:
FERREIRA CONSTRUCTION CO., INC.

John Ciabattari
Signature

JOHN CIABATTARI V.P
Print

7/11/25
Date

/gc

cc: Tracy Telle, Engineering Manager

From: Gelencia Carter
To: Tracy Telle
Cc: Purchasing Division; Mark Zrallack; Shyanne Harnage; Awilda Colon
Subject: Re: Bid No. 2025-007 - Indian River Drive Corridor Improvements Revision
Date: Friday, July 11, 2025 10:41:04 AM
Attachments: image001.png
image002.png
Outlook-owcgexnz.png

Good morning,

Yes, it is acceptable to proceed with presenting the revised bid to the commission for approval.

Thanks,

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

THE SUNRISE CITY FORT PIERCE Florida

From: Tracy Telle <ttelle@cityoffortpierce.com>
Sent: Friday, July 11, 2025 9:42 AM
To: Gelencia Carter <gcarter@cityoffortpierce.com>
Cc: Purchasing Division <purchasing@cityoffortpierce.com>; Mark Zrallack <mzrallack@cityoffortpierce.com>; Shyanne Harnage <sharnage@cityoffortpierce.com>; Awilda Colon <acolon@cityoffortpierce.com>
Subject: Bid No. 2025-007 - Indian River Drive Corridor Improvements Revision

Genny,

Staff has negotiated with the low bidder (Ferreira) to provide value engineering options for the above bid which resulted in **a revised bid of $10,254,124.04** as opposed to the original bid amount of $13,544,607.

Please let me know if it is acceptable with proceeding to the commission for approval of the revised bid.

Thank you,

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

From: Tracy Telle
Sent: Friday, July 11, 2025 9:24 AM
To: Lugey Dawson <ldawson@fpua.com>; Eric Meyer <emeyer@fpua.com>
Cc: Mark Zrallack <mzrallack@cityoffortpierce.com>; Shyanne Harnage <sharnage@cityoffortpierce.com>; Awilda Colon <acolon@cityoffortpierce.com>; Gelencia Carter <gcarter@cityoffortpierce.com>; Purchasing Division <purchasing@cityoffortpierce.com>
Subject: FW: Indian River Drive Corridor Improvements Revision

Lugey/Eric:

This is being placed on our commission agenda for approval. Please let me know if you would like us to proceed with the FPUA utility work under this contract or if you plan to contract with your contractor.

- FPUA Electric Work - $130,900
- FPUA Water/Sewer Work: $1,346,551

Available utility grant funding will be utilized with reimbursement from FPUA for all overages.

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

From: Tracy Telle
Sent: Wednesday, July 9, 2025 12:51 PM
To: EWillenberg@ferreiraconstruction.com
Cc: JCiabattari@ferreiraconstruction.com; Job Ireland <jireland@ferreiraconstruction.com>; Mark Zrallack <mzrallack@cityoffortpierce.com>; Lugey Dawson <ldawson@fpua.com>; Shyanne Harnage <sharnage@cityoffortpierce.com>; Lugey Dawson <ldawson@fpua.com>; Purchasing Division <purchasing@cityoffortpierce.com>
Subject: FW: Indian River Drive Corridor Improvements Revision

Eric,

Thank you so much for agreeing to work with us on the scope of work. We will review the proposal and let you know if we have any questions. If all is good, we would like to proceed with placement of the revised bid on the next available commission agenda (July 21, 2025).

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

THE SUNRISE CITY
FORT PIERCE
Florida

From: Eric Willenberg <EWillenberg@ferreiraconstruction.com>
Sent: Wednesday, July 9, 2025 12:05 PM
To: Tracy Telle <ttelle@cityoffortpierce.com>
Cc: John Ciabattari <JCiabattari@ferreiraconstruction.com>; Job Ireland <JIreland@ferreiraconstruction.com>
Subject: Indian River Drive Corridor Improvements Revision

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 afternoon, Tracy,

Please find the attached revised bid for the project stated above. The items highlighted in yellow are items where the quantities had changed according to the engineer's direction. The items scored in red were eliminated completely. The following items are value engineering by Ferriera or clarification on items eliminated. Several items have increased due to tariffs and

duration of time since the bid date to the September start date.

1. 580 LF - Type D Curb was credited in the areas were the curb bordered the paver brick areas that were eliminated.
2. 448 LF – Valley Gutter was credited at the street side paver brick parking. This will be replaced with Type F Curb.
3. Landscaping – Palm Trees, Sod & Topsoil were retained in the bid for areas where drainage disrupted the grass areas.

Potential Savings:

4. $100K – Possibly install vinyl sheet piles with manta ray anchors in front of the existing wall in lieu of the pressed in steel sheet pile on NE corner.
5. $35K – Elimitnate Concrete Bridge Arches.
6. $35K – Test 2 Piles PDA in lieu of all the piles.

ERIC WILLENBERG

Estimator
P 772-286-5123 // F 772-286-5139 // M 561-446-5448
13000 SE Flora Avenue, Hobe Sound, Florida 33455
FerreiraConstruction.com

FERREIRA
Building the Future with Pride

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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: 2025-019
Pre-Bid Conference: 10:00 AM, THURSDAY, MARCH 6, 2025.	Bid Title: INDIAN RIVER DRIVE CORRIDOR 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: 3:30PM, TUESDAY, MARCH 25, 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: Ferreira Construction Co Inc. Mailing Address: 13000 SE Flora Avenue	*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: Hobe Sound, FL 33455	Typed or Printed Name: John Ciabattari
Type of Entity (Select one): Corporation ✓ Partnership Proprietorship	Title: Vice President
Incorporated in the State of: New Jersey Year: 11/14/1994	Delivery in 10 days, After Receipt Order
Phone Number: (772) 286-5123	Payment Terms: Net 30 Days
Fax Number: (772) 286-5139	FEIN or SS Number: 22-3334957
E-Mail Address: jciabattari@ferreiraconstruction.com	Local Business: ✓ Y ___ N MWBE: ___ Y ✓ N
Bid Security is attached, when required, in the amount of $ 10 % of Bid Amount F.O.B. DESTINATION	If returning as a "No Bid" state reason:

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID RESPONSE FORM
INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
	ROADWAY PAY ITEMS				
101-1	MOBILIZATION / DEMOBILIZATION	LS	1		
102-1	MAINTENANCE OF TRAFFIC	LS	1		
104-2	PREVENTION, CONTROL, & ABATEMENT OR EROSION & WATER POLLUTION	LS	1		
110-1-1	STANDARD CLEARING & GRUBBING	AC	5.2		
120-1	REGULAR EXCAVATION	CY	4229		
120-6	EMBANKMENT	CY	6547		
160-4	TYPE "B" STABILIZATION	SY	13437		
285-709	OPTIONAL BASE GROUP 9 (10" THICK)	SY	8465		
327-70-1	MILLING EXISTING PAVEMENT (1.0" AVG DEPTH)	SY	247		
334-1-53	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-9.5) (TRAFFIC C) (PG 76-22) (1")	TN	504		
334-1-53A	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5) (TRAFFIC C) (PG 76-22) (2")	TN	975		
350-3-204	CEMENT CONCRETE PAVEMENT (STAMPED CROSSWALK) (6" THICK)	SY	80		
400-0-11	CLASS NS CONCRETE (GRAVITY WALL) (SCHEME 1)	CY	18.2		
400-0-12	CLASS NS CONCRETE (SEATWALL)	CY	41		
400-0-13	CLASS NS CONCRETE (CONCRETE STEPS)	CY	2.8		
425-1-201	CURB INLET (TYPE P-9) (<10')	EA	25		
425-1-203	CURB INLET (TYPE J-9) (<10')	EA	2		
425-1-211	CURB INLET (TYPE P-10) (<10')	EA	1		
425-1-213	CURB INLET (TYPE J-10) (<10')	EA	1		
425-1-331	CURB INLET (TYPE P-3) (<10')	EA	4		
425-1-341	CURB INLET (TYPE P-4) (<10')	EA	3		
425-1-521	DITCH BOTTOM INLET (TYPE C) (<10')	EA	7		
425-1-711	VALLEY GUTTER INLET (<10') (P-BOTTOM)	EA	2		
425-1-712	VALLEY GUTTER INLET (<10') (J-BOTTOM)	EA	1		
425-2-41A	MANHOLE (P-7) (<10') (W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	13		
425-2-71A	MANHOLE (J-7) (<10') (W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	4		
425-5-1A	MANHOLE (UTILITIES) ADJUST (W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	7		
425-6	VALVE BOX ADJUST	EA	12		
425-11	MODIFY EXIST. DRAINAGE STRUCTURE	EA	3		
430-175-115	PIPE CULVERT (15" RCP) (CL III)	LF	21		
430-175-118	PIPE CULVERT (18" RCP) (CL III)	LF	1499		
430-175-124	PIPE CULVERT (24" RCP) (CL III)	LF	1368		
430-175-124A	PIPE CULVERT (24" CAP) (12 GAUGE) (ULTRA-FLO)	LF	182		
430-175-215	PIPE CULVERT (12"x18" ERCP) (CL III)	LF	42		
430-175-218	PIPE CULVERT (14"x23" ERCP) (CL III)	LF	200		
430-175-224	PIPE CULVERT (19"x30" ERCP) (CL III)	LF	21		
430-830	PLUG AND PRESSURE GROUT PIPE OUT OF SERVICE	CY	239		
440-73-2	6" HDPE UNDERDRAIN PIPE	LF	797		
515-1-2	PIPE HANDRAIL - GUIDERAIL W/ HANDRAIL (ALUMINUM)	LF	80		
520-1-10	CONCRETE CURB & GUTTER (TYPE F)	LF	4781		
520-2-4	CONCRETE CURB (TYPE D)	LF	1667		
520-3	CONCRETE VALLEY GUTTER	LF	855		
520-2-115	CONCRETE HEADER CURB	LF	1461		
522-1	CONCRETE SIDEWALK (3,000 PSI MIN. W/ FIBER) (1.0 LB/SY) (4" THICK)	SY	1307		
522-1A	CONCRETE SIDEWALK (W/ BRICK BANDING) (3,000 PSI MIN. W/ FIBER) (1.0 LB/SY) (4" THICK)	SY	3856		
522-2	CONCRETE SIDEWALKS & DRIVEWAYS (3,000 PSI W/ FIBER) (1.5 LB/SY) (6" THICK)	SY	495		
526-1-1	ARCHITECTURAL PAVERS (ROADWAY) (PLAZA) (W/ 6" THICK CONC. SUB-SLAB)	SY	1045		
526-1-2	ARCHITECTURAL PAVERS (SIDEWALK) (REMOVE & RESET)	SY	120		
526-1-3	PERVIOUS PAVERS (F&I)	SY	2206		
527-2A	DETECTABLE WARNING DOMES (F&I) (PAVERS)	SF	674		
530-3-8	RIPRAP-RUBBLE (REMOVE EXISTING AND REINSTALL)	CY	26		
751-38-13	CONCRETE BENCH (BOOMERANG BENCH)	EA	2		
999-2A	RECORD / AS-BUILT DRAWINGS (ROADWAY & DRAINAGE)	LS	1		

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
	LANDSCAPE PAY ITEMS				
162-1-3	PREPARED SOIL LAYER (SUPPLEMENTAL TOP SOIL) (DEPTH VARIES)	CY	500		
570-1-2	PERFORMANCE TURF (SOD) (FLORATAM)	SY	3200		
570-1-2A	PERFORMANCE TURF (SOD) (BAHIA)	SY	225		
570-1-2B	PERFORMANCE TURF (SOD) (ARACHIS GLABRATA 'ECOTURF' / PERENNIAL PEANUT)	SY	321		
580-1-9	MULCH (FLORIMULCH) (4" THICK)	SY	154		
580-4-555	ROYSTONEA REGIA / ROYAL PALM (17-20' G.W.)	EA	12		
580-4-556	PHOENIX SYLVESTRIS / WILD DATE PALM (16'-18' HT)	EA	3		
580-7-107	MUHLENBERGIA CAPILLARIS / PINK MUHLY (24" HT MIN.)	EA	1312		
580-7-147	CLUSIA RODEA 'NANA' / CLUSIA NANA (18" HT MIN., 18" SPR MIN.)	EA	195		
580-7-177	CHRYSOBALANUS ICACO 'RED TIP' / RED TIP COCOPLUM (30" HT MIN., 36" SPR MIN.)	EA	175		
580-7-257	FICUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FICUS (18" HT MIN., 18" SPR MIN.)	EA	2133		
580-7-707	BOUGAINVILLEA 'HELEN JOHNSON' / HELEN JOHNSON COMPACT BOUGAINVILLEA (24" HT MIN., 24" SPR MIN.)	EA	222		
580-7-727	CRINUM AUGUSTUM 'QUEEN EMMA' / QUEEN EMMA CRINUM LILY (24" HT MIN., 30" SPR MIN.)	EA	55		
580-7-747	TRACHELOSPERMUM JASMINOIDES / CONFEDERATE JASMINE (24"X24")	EA	1522		
580-7-757	EVOLVULUS GLOMERATUS 'BLUE DAZE' / BRAZILIAN DWARF MORNING GLORY (24" HT MIN.)	EA	4931		
581-1-1	RELOCATED ROYAL PALM	EA	36		
590-70	IRRIGATION SYSTEM (COMPLETE) (F&I)	LS	1		
	SIGNING AND MARKING PAY ITEMS				
700-1-11A	SINGLE POST SIGN (F&I) (GROUND MOUNT, UP TO 12 SF) (DECORATIVE SIGNS AND POLES)	AS	25		
700-1-51A	SINGLE POST SIGN (RELOCATE) (GROUND MOUNT, UP TO 12 SF) (DECORATIVE SIGNS AND POLES)	AS	4		
700-1-51B	SINGLE POST SIGN (RELOCATE) (GROUND MOUNT, 12-20 SF) (DECORATIVE SIGNS AND POLES)	AS	2		
702-1	BLINKER BEAM PEDESTRIAN CROSSING SYSTEM	EA	2		
706-1-3	RETROREFLECTIVE PAVEMENT MARKINGS	EA	145		
711-11-121	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (6")	LF	5320		
711-11-123	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (12")	LF	164		
711-11-125	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (24")	LF	228		
711-11-141	TRAFFIC STRIPE SKIP (THERMOPLASTIC) (WHITE) (6", 2'-4' SKIP)	LF	90		
711-11-170	TRAFFIC MARKING (THERMOPLASTIC) (WHITE) (ARROW)	EA	3		
711-11-221	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6")	LF	3071		
711-11-224	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (18")	LF	5		
711-11-231	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6", 2'-4' SKIP)	LF	96		
711-11-231	TRAFFIC STRIPE SKIP (THERMOPLASTIC) (YELLOW) (6", 10'-30' SKIP)	LF	450		
713-103-101	PERMANENT TAPE (WHITE) (6") (BRIDGE)	LF	172		
713-103-103	PERMANENT TAPE (WHITE) (12") (BRIDGE)	LF	64		
713-103-202	PERMANENT TAPE (YELLOW) (6") (BRIDGE)	LF	172		
	LIGHTING PAY ITEMS				
519-78	BOLLARD (LIGHTED) (F&I)	EA	16		
519-79	BOLLARD (NONLIGHTED) (F&I)	EA	4		
630-2-11	CONDUIT (F&I) (OPEN TRENCH) (2" PVC)	LF	4948		
635-2-11	PULL & SPLICE BOX (13"X24") (F&I)	EA	47		
715-500-1	POLE CABLE DISTRIBUTION SYSTEM (CONVENTIONAL)	EA	47		
715-516-315	LIGHT POLE COMPLETE (SPECIAL DESIGN) (POLE TOP MOUNT) (F&I) (W/ RECEPTACLE AND BANNER ARMS)	EA	45		
715-546-815	LIGHT POLE COMPLETE (RELOCATE)	EA	1		
	BRIDGE PAY ITEMS				
108-2	MONITOR EXISTING STRUCTURES - VIBRATION MONITORING	LS	1		
110-3	REMOVAL OF EXISTING STRUCTURE/BRIDGE	SF	2760		
400-2-10	CONCRETE CLASS II, APPROACH SLAB	CY	102.8		
400-4-5	CONCRETE CLASS IV, BRIDGE SUBSTRUCTURE	CY	132.3		
400-4-25	CONCRETE CLASS IV, MASS, SUBSTRUCTURE	CY	87.6		
400-4-47	CONCRETE CLASS IV, CAST IN PLACE TOPPING WITH SHRINKAGE REDUCING ADMIXTURE	CY	126.3		
400-7-1	BRIDGE DECK GROOVING	SY	147		
400-148	PLAIN NEOPRENE BEARING PADS	CF	5.2		
415-1-4	REINFORCING STEEL, BRIDGE SUPERSTRUCTURE	LB	19500		

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
415-1-9	REINFORCING STEEL, APPROACH SLABS	LB	17500		
415-2-5	STAINLESS REINFORCING STEEL, SUBSTRUCTURE	LB	22600		
450-8-24	PRESTRESSED BEAM: FLORIDA SLAB BEAM, BEAM DEPTH 15" CARBON STEEL, WIDTH 58-60"	LF	526		
455-34-405	PRESTRESSED CONCRETE PILING, INCLUDES 100% DYNAMIC TESTING, SIZE 18" SQ W/ FRP OR STAINLESS STEEL STRANDS AND REINFORCING	LF	2845		
455-133-3	SHEET PILING STEEL (F&I), PERMANENT	SF	1086		
458-1-11	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION, (F&I) POUREED JOINT WITH BACKER ROD	LF	121		
521-5-3A	TEXAS RAILING, COMBINATION RAIL TEXAS CLASSIC, TYPE C411	LF	159		
630-2-16	CONDUIT (F&I), EMBEDDED CONCRETE BARRIERS AND TRAFFIC RAILINGS	LF	750		
635-3-13	JUNCTION BOX (F&I), EMBEDDED	EA	4		
715-11A	LUMINAIRE COMPLETE (F&I)	LS	1		
	SEAWALL REPAIR PAY ITEMS				
401-70-1	RESTOR SPALLED AREAS, EPOXY	CF	1		
401-70-4	RESTORE SPALLED AREAS, PORTLAND CEMENT GROUT	CF	47		
401-70-4A	RESTORE SPALLED AREAS, PORTALND CEMENT GROUT (WALL PANELS)	CF	27		
411-1A	CRACK SEALING - STRUCTURES REHAB.	LF	30		
563-4	ANTI-GRAFFITI COATING, NON-SCRIFICIAL	SF	1500		
901-1A	57 STONE FILL	LS	1		
	WATER/SEWER UTILITY PAY ITEMS				
999-2B	RECORD / AS-BUILT DRAWINGS (FPUA UTILITIES)	LS	1		
1050-18-203	EXISTING 6" WATER MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	1,090		
1050-18-204	EXISTING 8" WATER MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	100		
1050-18-204A	EXISTING 12" WATER MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	50		
1050-18-204B	EXISTING 8" FORCE MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	70		
1050-18-204C	EXISTING 18" FORCE MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	770		
1050-18-204D	EXISTING 15" GRAVITY SEWER (REMOVE)	LF	43		
1050-18-322	EXISTING 2" FORCE MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	205		
1050-31-206	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (6")	LF	82		
1050-31-208	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (8")	LF	123		
1050-31-208A	UTILITY PIPE (F&I) (PVC) (FORCE MAIN) (8")	LF	61		
1050-31-212	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (12")	LF	62		
1050-31-216	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (16")	LF	30		
1050-31-218	UTILITY PIPE (F&I) (PVC) (FORCE MAIN) (18")	LF	759		
1050-41-102	UTILITY PIPE (F&I) (PE) (FORCE MAIN) (2")	LF	77		
1050-42-218	UTILITY PIPE (F&i) (HDPE) (FORCE MAIN) (18")	LF	106		
1050-51-208	UTILITY PIPE (F&I) (DI) (WATER MAIN) (8")	LF	66		
1050-51-218	UTILITY PIPE (F&I) (DI) (FORCE MAIN) (18")	LF	67		
1050-51-308	UTILITY FITTING (F&I) (REDUCER) (DI) (8"X12") (WATER MAIN)	EA	1		
1055-51-106	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (6")	EA	7		
1055-51-108	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (8")	EA	5		
1055-51-108A	UTILITY FITTING (F&I) (ELBOW) (90 DEG.) (DI) (WATER MAIN) (8")	EA	2		
1055-51-112	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (12")	EA	4		
1055-51-116	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (16")	EA	4		
1055-51-108	UTILITY FITTING (F&I) (ELBOW) (22.5 DEG.) (DI) (FORCE MAIN) (8")	EA	1		
1055-51-118	UTILITY FITTING (F&I) (ELBOW) (22.5 DEG.) (DI) (FORCE MAIN) (18")	EA	1		
1055-51-118A	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (FORCE MAIN) (18")	EA	22		
1055-51-118B	UTILITY FITTING (F&I) (ELBOW) (90 DEG.) (DI) (FORCE MAIN) (18")	EA	6		
1055-51-206	UTILITY FITTING (F&I) (TEE) (DI) (WATER MAIN) (6"X6")	EA	1		
1055-51-212	UTILITY FITTING (F&I) (TEE) (DI) (WATER MAIN) (12"X12")	EA	1		
1055-51-218A	UTILITY FITTING (F&I) (TEE) (DI) (FORCE MAIN) (8"X18")	EA	1		
1055-51-518	UTILITY FITTING (F&I) (CAP) (DI) (FORCE MAIN) (18")	EA	1		
1055-51-618	UTILITY FITTING (F&I) (WYE) (DI) (FORCE MAIN) (18"X18")	EA	1		
1060-11-222	UTILITY STRUCTURE AND MANHOLE (F&I) (BELOW GRADE) (ULTILITY CONFLICT MANHOLE W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	3		
1060-15-202	UTILITY STRUCTURE AND MANHOLE (MODIFY) (W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	1		

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY	UNIT COST	PROJECT COST
1060-28-30	UTILITY STRUCTURE (TEMPORARY FM SUPPORT STRUCTURE)	LS	1		
1080-11-201	UTILITY FIXTURE (F&I) (WATER METER SERVICE)	EA	1		
1080-11-201A	UTILITY FIXTURE (F&I) (DUAL WATER METER SERVICE)	EA	1		
1080-11-203	UTILITY FIXTURE (F&I) (2"X18" SEALTITE SADDLE) (FM)	EA	1		
1080-11-403	UTILITY FIXTURE (F&I) (6"X12" TAPPING SADDLE) (WM)	EA	2		
1080-11-406A	UTILITY FIXTURE (F&I) (ARV) (WATER MAIN) (8")	EA	1		
1080-11-406B	UTILITY FIXTURE (F&I) (ARV) (FORCE MAIN) (18")	EA	1		
1080-11-410	UTILITY FIXTURE (F&I) (18"X18" HDPE/PVC TRANSITION COUPLING)	EA	4		
1080-11-499	UTILITY FIXTURE (F&I) (TEMPORARY JUMPER CONNECTION)	EA	1		
1080-21-102	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (FORCE MAIN) (2")	EA	1		
1080-21-106	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (WATER MAIN) (6")	EA	2		
1080-21-108	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (WATER MAIN) (8")	EA	1		
1080-21-108A	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (FORCE MAIN) (8")	EA	1		
1080-21-112	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (WATER MAIN) (12")	EA	1		
1080-21-118	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (FORCE MAIN) (18")	EA	3		
1080-32-108	UTILITY FIXTURE (F&I) (SAMPLE POINT) (WATER MAIN)	EA	3		
1644-113-08	FIRE HYDRANT ASSEMBLY (F&I)	EA	1		
	ELECTRIC UTILITY PAY ITEMS				
630-2-91	CONDUIT (INSTALL) (OPEN TRENCH) (2" PVC)	LF	2000		
630-2-91A	CONDUIT (INSTALL) (OPEN TRENCH) (4" PVC)	LF	2000		
630-2-91B	CONDUIT (INSTALL) (OPEN TRENCH) (6" PVC)	LF	600		

ROADAY SUB-TOTAL =	
LANDSCAPE SUB-TOTAL =	
SIGNING AND MARKING SUB-TOTAL =	
LIGHTING SUB-TOTAL =	
BRIDGE SUB-TOTAL =	
SEAWALL REPAIR SUB-TOTAL =	
WATER/SEWER UTILITY SUB-TOTAL =	
ELECTRIC UTILITY SUB-TOTAL =	
PROJECT SUB-TOTAL =	
CONTINGENCY (10%) =	
PROJECT TOTAL =	

PLEASE COMPLETE AND INCLUDE IN WITH YOUR BID SUBMISSION.

Form **W-9**
(Rev. October 2007)
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)
Ferreira Construction Co Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶
☐ Exempt payee

Address (number, street, and apt. or suite no.)
31 Tannery Road

Requester's name and address (optional)

City, state, and ZIP code
Branchburg, NJ 08876

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
22 - 3334957

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. citizen or other U.S. person (defined below).

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 ▶ March 25, 2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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?	✓	
Did you include proof of proper insurance as stated in the bid documents?	✓	
Is Bid Response Form completed, signed and attached?	✓	
Did you completed, signed and attached the W-9 Form?	✓	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	✓	
Include proof of proper licensing as stated in bid documents.	✓	
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?	N/A	
Is each Bid Addendum (when issued) signed and included?	✓	

PLEASE SIGN AND RETURN WITH BID John Ciabattari, Vice President

BID RESPONSE FORM
PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

NAME OF BIDDER: Ferreira Construction Co Inc.

MAILING ADDRESS: 13000 SE Flora Avenue, Hobe Sound FL 33455

STREET ADDRESS: 13000 SE Flora Avenue, Hobe Sound FL 33455 (Zip Code)

PHONE NUMBER: (772) 286-5123

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 3/4/2025	No. 5	Dated 3/24/2025
No. 2	Dated 3/13/2025	No.	Dated
No. 3	Dated 3/18/2025	No.	Dated
No 4	Dated 3/19/2025	No.	Dated

March 4, 2025

CITY FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

BID NO. 2025-019

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

QUESTION: Were asphalt cores taken on the existing roadway? If so, please provide the report with thickness of asphalt and base.

ANSWER: No cores were taken of the existing roadway.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: John Ciabattari, Vice President
Typed or Printed

Company Name: Ferreira Construction Co Inc.

Address: 13000 SE Flora Avenue, Hobe Sound FL 33455

Date: March 25, 2025

/lh

March 13, 2025

CITY FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

BID NO. 2025-019

ADDENDUM NO. 2

The purpose of this addendum is to extend the bid opening date from 3:00 PM, Tuesday, March 18, 2025, to:

3:30 PM, Tuesday, March 25, 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: John Ciabattari, Vice President
Typed or Printed

Company Name: Ferreira Construction Co Inc.

Address: 13000 SE Flora Avenue, Hobe Sound FL 33455

Date: March 25, 2025

/lh

March 18, 2025

CITY FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

BID NO. 2025-019

ADDENDUM NO. 3

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

Frank Subjinski Questions dated 3/6/25

1. What is the anticipated date of the Notice to Proceed, based on City Council Meetings and other items necessary for ward and starting the Project?

   City Response: Staff anticipates July 2025 as the issuance of the NTP date.

2. Please provide the Engineer's Estimate or City Budget.

   City Response: The cost estimate is not provided to bidders.

3. Are there as-builts available for the existing bridge or walls?

   City Response: No

4. The bid documents state that the project must be Substantially Complete within 335 days of the NTP. This duration is short and would require an extremely aggressive and costly schedule. Would the City consider allowing an additional 3 months to the durations currently stated?

   City Response: Yes, 90-days will be added to the contract's Substantial Completion and Final Completion dates.

5. Sheet B-1 of the drawings, note B states the governing specifications are the 2022 FDOT Standard Specifications. General Note 2 on Sheet 3 of the drawings states CONSTRUCTION DETAILS SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION LATEST ISSUE. Please clarify the requirement and YEAR of the FDOT specifications.

   KH Response: FDOT Standard Specification 2023-24 shall be the governing specifications for this project.

6. Sheet B-1 of the drawings, because the Substructure requires stainless steel reinforcing steel and stainless steel accessories, will the form accessories (snap ties, wires, etc) also be required to be stainless steel?

   KH Response: Yes, per note on B-1, All substructure reinforcing steel accessories shall be stainless steel or plastic.

7. As it relates to MOT, Sheet B-2 of the drawings, note "O" Traffic Control Plans, references the General Notes of the Roadway Plans. General Note 23 on sheet 3 of the Roadway Plans simply states:

   CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC IN ACCORDANCE WITH FDOT INDEX 120 SERIES, MUTCD AND THESE PLANS. THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES VEHICULAR AND PEDESTRIAN ACCESS TO ALL RESIDENCES AND OR BUSINESSES'. Are there any other Traffic Control Plans or Requirements included in the Drawings or Specifications packages for this Project?

   KH Response: The contractor is responsible for developing their own construction phasing plan and associated maintenance of traffic plan needed to support the identified phasing.

8. There are several notes in the drawings related to vibration levels and not exceeding a level of 0.50 in/sec. The 18" square bridge piles are installed in close proximity to the Manatee Center, an area designated for press-in sheet pile. The bridge piles must achieve 135T capacity and must be driven. If during installation of the concrete piles vibration levels exceed 0.50 in/sec, or reach a level that causes concern to the City or EOR, what actions will be prescribed by the EOR and City, and will the Contractor be compensated for any additional effort?

   KH Response: Per FDOT Specification Section 108, the Contractor is to submit a corrective action plan if vibration levels reach 0.5 inches per foot.

9 Sheet B-2 of the drawings, note P.2. (Steel Sheet pile Wall Notes) requires the steel sheet piles are installed with the press-in (Geiken) method, and no vibratory installation is allowed. The press-in method requires that the first three (3) pairs of sheets are installed with a vibratory hammer, to provide a platform for the press-in machine to begin. These initial pairs of sheets are typically referred to as "starter sheets". Please confirm this is acceptable, and also please state how this will be accomplished if the vibration recordings exceed what is acceptable (0.50 in/sec).

   KH Response: The Giken can also utilize a reaction stand frame that uses dead weight to press in the "starter sheets".

10. Sheet B-2 of the drawings, note P.2. (Steel Sheet pile Wall Notes) requires the steel sheet piles are installed with the press-in (Geiken) method, and no vibratory installation is allowed. The press-in method requires that the first three (3) pairs of sheets are installed with a vibratory hammer, to provide a platform for the press-in machine to begin. These initial pairs of sheets are typically referred to as "starter sheets". There are only seven (7) pairs of steel sheet piles required to complete the wall and quantity of sheets in the Bid Response Project Quantity. Does the City want to pay the cost of the Geiken installation for only four (4) pairs of sheets, or is it possible this wall can be installed within the design and vibration requirements by conventional methods?

    KH Response: Sheet pile installation shall utilize non-vibratory methods to install the sheet pile wall.

11. Sheet B-2 of the drawings, note P.7. (Steel Sheet pile Wall Notes) states the Minimum Tip elevation for the steel sheet piles is Elevation -30.0. There is no 'Sheet pile test program' or 'tonnage/capacity requirement', what would require the steel sheet piles to be installed to a deeper elevation?

KH Response: The steel sheet pile wall is outside the limits of the bridge and does not have a vertical capacity requirement. The purpose of the steel sheet pile wall is to replace this section of the existing deteriorated concrete seawall.

12. Sheet B-2 of the drawings, note P.7. (Steel Sheet pile Wall Notes) states the Minimum Tip elevation for the steel sheet piles is Elevation -30.0. Is this the actual tip elevation, and the bidding contractor can base its bid and order the sheets to these length requirements?

KH Response: The minimum tip elevation for the steel sheet pile walls is accurate and is in needed to achieve lateral "retaining" capacity.

13. Sheet B-5 of the drawings, note 2. In the left column states 'The Contractor shall consider special construction procedures and/or equipment to install the piles to meet the requirements in section 455-5.15 of the standard specifications...'. This section of the standard specifications does not appear to be related to pile installation. Please clearly state what 'special construction procedures and/or equipment to install the piles' may be required. And also clearly state the reason that 'special construction procedures and/or equipment to install the piles' may be required.

KH Response: Note 2 relates to backfilling pile holes after the existing piles are extracted with A-3 sand utilizing a tremie method.

14 Reference the Bid Response Form, Pay Item No. 400-4-25 Concrete Class IV, Mass Substructure. Please confirm this pay item and is related to the concrete required for End Bents 1 and 2.

KH Response: Pay Item 400-4-25 corresponds to the sections of end bent caps within the lateral limits of the proposed bridge (i.e. within and between the arched sections).

15. Reference the Bid Response Form, Pay Item No. 400-4-25 Concrete Class IV, Mass Substructure. If this pay item is related to the concrete required for End Bents 1 and 2, is mass concrete required for the entire End Bent(s) Caps shown on Sheets B-11 thru B-20, or only portions of the End Bent Caps?

KH Response: Pay Item 400-4-25 corresponds to the sections of end bent cap within the limits of arched sections only.

16. Reference the Bid Response Form, Pay Item No. 400-4-25 Concrete Class IV, Mass Substructure. Please provide the calculations for the Pay Item/Project Quantity of 87.6 CY.

KH Response: Pay Item 400-4-25 corresponds to the sections of end bent caps within the lateral limits of the proposed bridge (i.e. within and between the arched sections). Pay Item 400-4-5 includes the concrete quantity for non-mass concrete elements (ie; wall panels, sections of cap outside the limits of the proposed bridge, etc...)

17. Reference the Bid Response Form, Pay Item No. 400-4-25 Concrete Class IV, Mass Substructure. Will all MASS CONCRETE requirements listed in section 346 of the FDOT Standard Specification be enforced?

    KH Response: Yes, mass concrete shall be cast in accordance with Specification Section 346.

18. Reference Sheet B-20 of the drawings, section C-C. The detail depicts the new concrete wall panels are installed precisely to the bottom of the rebar cage with approximately 4" of embedment into the cap. Achieving both of these objectives may be nearly impossible. Please consider re-evaluating this detail and these installation requirements.

    KH Response: A minimum embedment for the wall panels into the bent caps is not listed in the plan. The wall panel embedment may vary from 1" to 4".

19. Reference Bid Response Form Pay Item No. 458-1-11, Bridge Deck Expansion Joint. Are sidewalk cover plates also required as part of this pay item? (reference FDOT Index 458-110).

    KH Response: Yes, sidewalk cover plates are required. Sidewalk cover plates are denoted on sheet B-3.

20. Reference the Decorative Railing Details on sheet B-37. Are TYPE C Window Types required, or another Type?

    KH Response: Type C Window arches are required.

21. Reference the details for the Type 1 Wall Panel Spall Repairs shown on sheet WR-5. Note 5. Requires that the exposed portions of rebar are cleaned to near white metal SSPC SP-10. This will likely require sand blasting to a 5% shading. Is this the intent?

    KH Response: Yes, cleaning exposed existing rebar to SSPC SP-10 near white metal is the intent.

22. Reference the details for the Type 1 Wall Panel Spall Repairs shown on sheet WR-5. Note 5. Requires that the exposed portions of rebar are cleaned to near white metal SSPC SP-10. Based on the detail depicted on Sheet WR-5 it does not appear a significant amount of rebar will be exposed. Is this SSPC SP-10 still required?

    KH Response: Cleaning exposed existing rebar to SSPC SP-10 near white metal is required.

23. Reference the details for the Type 1 Wall Panel Spall Repairs shown on sheet WR-5. Note 6. References installation of anodes. Are anodes required?

    KH Response: No, anodes are not required by the plans.

24. Reference the details for the Type 5 Spall Repairs shown on sheet WR-6. Based on the detail depicted on sheet WR-6 it appears the existing rebar will remain in place, and be exposed

front side and at least 1" backside between the rebar and the existing concrete. What are the existing and exposed rebar cleaning or preparatory requirements?

KH Response: Type 5 spall repair note 1 references TSP-T401 on sheet WR-7. See sheet WR-7 for surface preparation.

25. Reference the Notes on Sheet WR-7. The Note in the 4th paragraph under T401-5 Placing and Finishing states '...Pump material into forms with proper venting...At the Engineer's discretion, gravity fed pours may be allowed in some cases...' The manufacturer's cut sheets and recommendations for Sikacrete 211 and Sikacrete 211 SCC Plus appear to both allow gravity fed installation into a formed repair. Will the Engineer allow all repairs to be performed by the gravity fed method as long as installation according to the SIKA manufacturer's recommendations and Project quality control systems are achieved?

KH Response: Section T401-2 on sheet WR-7 provides guidance for where form and pour methods are acceptable.

26. Reference the Notes on Sheet WR-7. The Note in the 2nd paragraph under T401-3 Surface Preparation appears to require for ALL repairs that any rebars that have lost more than 25% of their original diameter must be replaced with lapping rebar to develop the full strength of the bar as detailed in the plans. Based on he details and notes shown on Sheets WR-5 and WR-6 there is not a need for replacing rebar. When would this occur?

KH Response: Only the Type 1 repairs exclude paragraph three of the TSP on sheet WR-7.

27. Reference the Notes on Sheet WR-7. The Note in the 2nd paragraph under T401-3 Surface Preparation appears to require for ALL repairs that any rebars that have lost more than 25% of their original diameter must be replaced with lapping rebar to develop the full strength of the bar as detailed in the plans. What are the lap lengths for the sizes of rebar that may be replaced?

KH Response: The existing reinforcing bar size in the seawall caps is not known. If severe section loss is observed in the existing cap reinforcement then a lap length will be determined in construction depending on the existing rebar size.

28. Reference the Notes on Sheet WR-7. The Note in the 2nd paragraph under T401-3 Surface Preparation appears to require for ALL repairs that any rebars that have lost more than 25% of their original diameter must be replaced with lapping rebar to develop the full strength of the bar as detailed in the plans. How many repairs should the bidding Contractor anticipate will require the installation of lapped rebar?

KH Response: The existing reinforcing bar size and severity of section loss in unknown.

29. Reference the Notes on Sheet WR-7. The Note in the 2nd paragraph under T401-3 Surface Preparation appears to require for ALL repairs that any rebars that have lost more than 25% of their original diameter must be replaced with lapping rebar to develop the full strength of the bar as detailed in the plans. How will the Contractor be compensated for the additional surface preparations and effort to install lapped rebars?

KH Response: Spall repair is compensated on an installed cubic foot basis.

Marty Kenealy Questions dated 3/10/25

1. Reference is made to Bid Response Form Pay Item No. 108-2 Monitor Existing Structures. The pay item states "Vibration Monitoring" and would indicate that only vibration monitoring is required, and normally an additional pay item (108-1, Monitor Existing Structures - Inspection and Settlement Monitoring) is established for anything more than vibration monitoring. In general, FDOT Specification Section 108 designates pre and post construction structures inspection and documentation/reports (108-2.1.4), settlement surveying and monitoring (108-2.1.5), and vibration monitoring (108-2.2). Please clarify the vibration monitoring and/or settlement surveying and monitoring requirements for this Project, and the applicable locations and structures.

   KH Response: Vibration monitoring is required for the Manatee Center at the northeast quadrant of the bridge. Pre and post construction surveys are also required following Specification Section 108 for the Manatee Center. All costs associated with the pre and post construction surveys will be included in Pay Item 108-2.

2. Referencing plan sheet B-2, note P.1., which states, "Prior to the removal of any existing concrete sheet pile wall on the north side of Moore's Creek, THE steel sheet pile wall system shall be installed waterward of the existing wall." Is "THE steel sheet pile wall system" referring to (A) the seven permanent sheet piling pairs called out on the plans to be installed using the press-in method, OR was this note written to require the Contractor to (B) install temporary sheet piles, not shown on plans, in front of all existing to-be-removed concrete sheet pile walls on the north side of Moore's Creek, west of the seven permanent pairs?

   KH Response: The steel sheet pile wall system being referenced is the steel sheet pile pairs shown in the plans (A).

   a. If the response to the previous question is (A), can the Contractor remove all existing concrete sheet pile wall panels on the north side of Moore's Creek, leaving only the final easternmost 20 feet or so of existing panels in place, prior to and during installation of the new steel sheet pile system that would be directly to the east of the remaining 20 feet or so?

      KH Response: If a section of the existing retaining wall system along the north side of Moore's Creek needs to be removed to install the new steel sheet piles, then it is permissible to remove sections of the existing wall system west of the second from eastern most bridge pile (existing pile adjacent to end bent 2 pile 14). Contractor shall not damage to the existing Manatee Center.

   b. If the response to the initial question is (B), is the City **requiring** OR **recommending** that the Contractor utilize the press-in method for installing and removing all temporary sheet piling to support the existing concrete panel wall removal?

      KH Response: No response needed

2. Reference plan sheet B – 2, note P. 2., related to installation and removal of steel sheet piles. The plan note states that all temporary and permanent sheets shall be installed using the press in method and vibrations shall be kept below 0.50 in./s in accordance with the FDOT standards. Installation of the permanent sheet piles and that effort will be in accordance with the drawings and can be anticipated and scheduled accordingly. The need for temporary sheet piles is related to contractors' means and methods, and the needs may change during the course of the project, and it will be impossible to schedule the press-in installation on short and frequent notice. Is it permissible to install and remove temporary steel sheet piles by conventional and vibratory methods so long as vibration levels remain below 0.50 in./s?

   KH Response: Sheet pile installation shall utilize non-vibratory methods to install the sheet pile wall.

3. Could the City provide further guidance on the implementation of the backfilling procedure as specified in Sheet No. B-5, Note 1, which requires A-3 sand to be used with a tremie for backfilling after the extraction of existing piles? Given the practical difficulties encountered with immediate caving in of holes when piles are jetted or vibrated out, rendering it nearly impossible to effectively backfill without a cased hole, how does the City propose contractors manage this requirement? Obviously not by casing the pilings before pulling them, correct?

   KH Response: The intent is to backfill the voids created when the existing piles are removed via backfilling with sand as best as practicable. This note is not intended to require a casing to remove the existing piles.

4. Referencing Plan Sheet No. 98, which illustrates the temporary support for the force main bypass and the bypass itself crossing over the proposed seawall work: Is it permissible for the Contractor to relocate this crossing further west along the creek, away from the proposed seawall work? This adjustment would facilitate the installation of new seawall piling and panels without conflict. Additionally, this modification may require entry onto the City's property at 101 A E Backus Ave (Parcel 2403-801-0025-000-3), would this be an issue?

   KH Response: While the City would be receptive to entertain alterations to the temporary force main installation, to the west of the currently delineated temporary relocation is a FPUA pump station. Any proposed modification that would impact the FPUA pump station would require City and FPUA approval.

5. Has there been any communication between the City and Audubon Development regarding the use of any portion of the King Landing Site (N INDIAN RIVER DR and 301 N 2ND ST) for staging the Contractor's materials and equipment? If so, were these discussions positive and indicative of possible cooperation?

   KH Response: The City has not secured a staging site for the contractor. The contractor will be responsible for securing a site to stage material and equipment.

6. Has the City engaged with Fort Pierce Resorts LLC about allowing the Contractor for this project to use any portion of their Avenue D and N 2ND ST parking lots for staging materials

and equipment, and Contractor employee parking? If so, were these interactions favorable?

KH Response: The City has not secured a staging site for the contractor. The contractor will be responsible for securing a site to stage material and equipment.

7. Will the City permit the Contractor to use the Manatee Center Parking Lot for staging materials and equipment?

   City Response: That option will need to be investigated based on staging area needed and current utilization of the parking area.

8. Throughout the duration of the project, is the Contractor required to maintain open access to the City's marina parking at 5 Avenue A (Parcel: 2410-503-0041-030-7)?

   KH Response: To the contractor will be required to maintain access to all land uses along the corridor. Temporary access impacts are anticipated, but will need to be coordinated with the City and property owner in advance to minimize disruptions.

9. Could you please confirm if the City will be responsible for employing and compensating the PDA consultant for this project?

   KH Response: The City's inspection firm will be conducting the PDA testing. The cost associated with the PDA testing will not be the responsibility of the Contractor. The Contractor will be responsible for connecting the wiring to the sensors at the tops of the piles once the piles hammer is in place. City's inspection firm will not climb pile hammer leads. All costs associated with connecting the PDA wiring is the responsibility of the Contractor.

10. Could the City kindly provide CAD files to assist the bidders with their estimating processes?

    KH Response: CADD files will be provided to the City selected contractor.

11. We have identified a potential discrepancy in the scale on Plan Sheet 97. Could you please review, correct, and reissue this plan? We have not yet examined other plans for similar scaling issues.

    KH Response: The utility detail is identified to be Not to Scale (N.T.S.). The bar scale associated with the north arrow will be removed.

12. Upon thorough review of the utility plans associated with the area around the new bridge and seawall, specifically referencing Sheets 92, 93, 97, 98, and integrated with Bridge Plans B-3 and B-5, we have identified significant clarity issues. The plans feature a density of lines with similar line-weights and lines-designations, posing substantial challenges in understanding the specifics of the utilities intended to remain, those requiring removal or relocation, and the placement of new installations. Critically, how these utilities are to be phased with the bridge and seawall removal and replacement scopes is not clear. To ensure accurate and efficient bidding, and to facilitate subsequent construction, it is

essential that these plans be revised or further detailed to enhance clarity. We respectfully request a more detailed set of plans that distinctly identifies each utility and includes specific phasing notes.

KH Response: To construct the proposed bridge following construction phasing is anticipated to be followed:

1. **FM as depicted on Sheet 98.**
2. **Remove the existing bridge.**
3. **Construct proposed bridge.**
4. **Construct proposed utilities over the newly constructed bridge as shown Sheet 97.**

13. To ensure all bidders can adequately adjust their proposals based on the answers to their questions, we respectfully request that the bid deadline be extended by at least 7 days following the formal distribution of these responses through an addendum.

City Response: Addendum No. 2 extended the bid opening date to March 25, 2025.

Doug Hall Question dated 3/7/25

1. I have an RFI for the Indian River Dr Corridor Improvements. Is the Spec OA? GW? CT?

Phoenix Sylvesters Wild Date Palm	16-18' HT	EA	3

KH Response: The date palms are required to be 16-18' overall height.

Aarian Teal Question dated 3/7/25

1. Will we be able to close the roadway for the project duration?

City Response: Roadway closures will be based on the phased construction plans and approved MOT. Local access will be required to impacted facilities located along the construction corridor.

Aarian Teal Question dated 3/9/25

1. What is the Engineer's estimate for this project?

City Response: The Engineer's cost estimate is not available to the bidders.

Andrew McMurray Question dated 3/7/25

1. Is the removal of the existing base rock included in the 4,229 CY of excavation pay item?

KH Response: If the existing base rock is located within the limits of the proposed roadway section (asphalt and base), then yes, this volume of existing base material is included within the excavation quantities. If the existing base material is located outside of the proposed roadway section, then no, this volume of existing base material is not included within the excavation quantities.

Job Ireland Questions dated 3/11/25

1. What are the limits of the utilities to be removed? Can they be pressure grouted and abandoned in place?

   KH Response: Please refer to sheets 91 through 95 for the delineated existing utilities to be removed or pressure grouted. It is permissible to pressure grout and abandon the existing utilities indicated in place.

2. Is there a force main bypass plan to keep the line in service?

   KH Response: Yes. Please refer to Sheet 98 "Utility Detail No. 2 – Temporary Force Main Service".

3. Is there a dewatering plan? Do you require a sediment tank prior to discharge of water?

   KH Response: The contractor is responsible for developing their own dewatering plan based upon the means and methods they propose. Should the developed plan require a permit, the contractor would be responsible for applying to South Florida Water Management District to obtain the dewatering permit.

4. The pedestrian bridge at the Manatee Center will need to be removed to complete the work. Does the City have a place to store it during construction?

   KH Response: The existing pedestrian bridge is identified to be removed and disposed of by the contractor.

5. Is there a plan on dealing with manatees during construction? Is there any in-water work allowed?

   KH Response: Yes. I have included an excerpt from the SFWMD General Permit that identifies certain conditions relative to manatees.

   The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, small tooth sawfish, and Gulf sturgeon:

   (a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
   (b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.
   (c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All onsite project personnel are responsible for observing water-related activities for the presence of listed species.

(d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.

(e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at ImperiledSpecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.

6. Will the City be supplying the City of Fort Pierce emblems to be attached to the bridge?

   KH Response: The contractor will provide the bronze plaques. Please refer to Plaque Notes on Sheet B-29. The City will provide a vector file depicting the plaque to facilitate casting.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: John Ciabattari, Vice President
Typed or Printed

Company Name: Ferreira Construction Co Inc.

Address: 13000 SE Flora Avenue, Hobe Sound FL 33455

Date: March 25, 2025

/lh

March 19, 2025

CITY FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

BID NO. 2025-019

ADDENDUM NO. 4

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

Andrew McMurray Question dated 3/17/25

1. Is there any additional information for lighting scope regarding the luminaire type and load centers needed?

   KH Response: The proposed light fixture should consist of King Luminaire model K424 "Traditional" with black ring and struts. The FPUA will be responsible for installing the load center and associated lighting conductors. Contractor to coordinate with FPUA regarding light fixture options.

Krystina DeRienzo Questions dated 3/17/25

1. Will you require signed and sealed set of MOT plans by a Professional Engineer or can a ATSAA certified Level 11 certified MOT supervisor submit the plan?

   KH Response: The individual responsible for preparing the maintenance of traffic plan shall provide documentation that they possess a current FDOT Temporary Traffic Control (TTC) Advanced Certification.

2. The plans are not clear if you are going to require a temporary Critical wall in front of the new wall under the bridge. It appears the new panels go in exactly where the old panels are. If we have to pull the old panels the fill will come out before we can set the new panel and therefore go into the existing channel.

   KH Response: Indian River Drive will be closed off to traffic during bridge construction. A temporary critical wall will not be needed to protect traveling public. The use of a temporary wall and/or excavations behind the existing wall panel to facilitate the replacement of the wall panel are Contractor means and methods.

3. A 365-day schedule is tight for the amount of bridge work, roadwork & utilities on this project. We are asking that you extend this time from 12 months to 18 months. It does not do any good to add liquidated damages to our bid price. If not please provide the schedule used to come up with one year.

   City Response: The construction timeframe has been extended 3-months to provide 15-months for final construction completion.

4. The plans do not show any special requirements for the bridge concrete and we are within 12' of salt water. This violates FDOT requirements.

KH Response: Class IV concrete is specified for both superstructure and substructure. In addition, stainless steel reinforcement is specified for all substructure elements including wall panels. Stainless or FRP reinforced piles are also specified.

5. Please provide a copy of all permits especially the environmental permits

KH Response: Attached are the FDEP and SFWMD permits issued to support the proposed improvements. We are currently coordinating with FDOT regarding improvements within Seaway Drive right of way.

6. Was a demolition report done for environmental hazardous materials for the bridge and the roadway. If so please provide we cannot be held responsible for hazardous materials not shown or identified.

KH Response: A demolition report is not available. No known hazardous materials are known to exist for the bridge and roadway. Should hazardous material be identified during construction that requires efforts not identified in the bid documents the City would evaluate the handling of these materials as a change in scope of work.

7. The pervious paver parking design section on sheet 6 differs from the pervious pavement detail on sheet 25. Could you please clarify which type of filter fabric, which type of biaxial geo grid, and which type of paver is required?

KH Response: The permeable pavers shall consist of Belgard permeable pave blocks or approved equal. The permeable paver block color shall be Harvest Blend. We have attached a revised Sheet 6 addressing this discrepancy. The filter fabric shall is identified be FDOT Type D-3 filter fabric, which may consist of Mirafi 180N or approved equal. The biaxial geogrid is identified to be Tenax MS 220.

<u>Aarian Teal Question dated 3/17/25</u>

1. Is it the cities intend to have the contractor replace the existing asphalt driveway at 206+25.22 with concrete, asphalt, or base ? The same for at 205+36.15, 205+47.29,204+66.57, 204+56.27 and 204+04.33. Also the plan says to refer to a driveway detail, will one be provided in an addendum?

KH Response: The existing driveways are proposed to be replaced with 6" thick fiber reinforced concrete (pay item 522-2). Please refer to sheet 31 for the City driveway detail. In addition, the two (2) driveways on Indian River Drive are specified to meet the FDOT driveway detail as shown in Index 522-003.

<u>Krystina DeRienzo Question dated 3/18/25</u>

1. The plans do not show any mass concrete. The pay items show a mass concrete item. Can you please tell me where this mass concrete item is on the plans and provide a mix classification for the mass concrete?

KH Response: Pay Item 400-4-25 Mass Concrete corresponds to the sections of end bent caps within the lateral limits of the proposed bridge (i.e. within and between the arched sections).

Aarian Teal Question dated 3/18/25

1. Could another aggregate be used in lieu of #8/9 graded stone and #3 graded stone for the pervious pavers?

   City Response: No, please provide unit pricing as identified on the plans and bid form.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: John Ciabattari, Vice President
Typed or Printed

Company Name: Ferreira Construction Co Inc.

Address: 13000 SE Flora Avenue, Hobe Sound FL 33455

Date: March 25, 2025

/lh

March 24, 2025

CITY FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

BID NO. 2025-019

ADDENDUM NO. 5

This addendum aims to clarify the required submission forms.

The **Certificate of Owner's Attorney Form** on page 124 does not need to be included with your bid submission. This form is only required for the firm that is awarded the contract after this bidding process.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: John Ciabattari, Vice President
Typed or Printed

Company Name: Ferreira Construction Co Inc.

Address: 13000 SE Flora Avenue, Hobe Sound FL 33455

Date: March 25, 2025

/gc

BID RESPONSE FORM

The undersigned Bidder agrees that the Work shall be achieve final construction within 365 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.

BID RESPONSE FORM

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

Work to be Done	Name of Subcontractor	Address
Pavers Install	Hardscapes, Inc.	5009 Lace Ave, Fort Pierce, FL 34982
Concrete Install	JTC Concrete Plus LLC	8280 Germany Canal Rd, PSL FL 34987
Landscape	Natures Keeper Inc.	302 S. Brocksmith Rd, Fort Pierce, FL 34945
Hauling	JWG Trucking	1782 SW Biltmore St, PSL, FL 34984
Trucking	Siboney	1450 Centrepark Blvd , WPB, FL 33401
MOT	ACME Barricades	9800 Normandy Blvd, Jacksonville, FL 32221
Grooving & Grinding	Hazen Grooving&Grinding, Inc.	PO Box 238, Fort Ogden, FL 34267

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
(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

BID RESPONSE FORM

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

Work to be Done	Name of Subcontractor	Address
Testing & Vibration Monitoring	CTI Construction Testing & Inspection, Inc.	509 Sawgrass Corporate Pkwy Sunrise FL
Asphalt	LP Asphalt LLC	4060 Selvitz Rd. Fort Pierce, FL 34981
Pavement Markings & Signage	Line Unlimited, Inc	501 N Orlando Ave.,Winter Park, FL 32789

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 the 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: Ferreira Construction Co Inc. (Type or Print)

By: _____

Name: John Ciabattari

BID RESPONSE FORM

Title: Vice President

Dated: March 25, 2025

Ferreira Construction Co Inc.

If Corporation
(Corporate Seal) Attest

By: _____
(Signature)

Name: Robert Higginbotham

Title: Vice President

Witnesses: _____
JOE J. IRELAND (Signature)

(If partnership
Or individual)_____
(Signature)

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

State of Florida, No. CGC1509418, Expiration Date: August 31, 2026, General Contractor

State of Florida No. EC13006679, Expiration Date: August 31, 2026, Electrical Contractor

END OF SECTION

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Ferreira Construction Co., Inc.
13000 SE Flora Avenue, Hobe Sound, Florida 33455, as Principal, and
Berkshire Hathaway Specialty Insurance Company,1314 Douglas Street, Suite 1400, Omaha, NE 68102, 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 The Total Amount Bid
Dollars ($10% Of The Total Amt. Bid), 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 March 18, 2025, for the
Bid No. 2025-019 - Indian River Drive Corridor improvements

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 18th day of March, 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

Ferreira Construction Co., Inc.

By: _____
(Signature)

Name: John Ciabattari

Title: Vice President

ATTEST (if corporation)

By: _____
(Signature)

Name: Robert Higginbotham

Title: Vice President

(Corporate Seal)

SURETY

Berkshire Hathaway Specialty Insurance Company

By: Marisol Mojica
(Signature)

Name: Marisol Mojica

Title: Attorney-in-Fact

(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 Berkshire Hathaway Specialty Insurance Company

Mailing Address 707 Wilshire Boulevard, 48th Floor, Los Angeles, CA 90017

Street Address _____

Name and Mailing and Street American Global LLC

Address of Agent or 2121 SW 3rd Avenue,5th Floor, Miami, Florida 33129

Representative in Florida William Grefe Griffin

(if different than above) _____

_____

_____

_____

Telephone Number of Surety (516) 387-1170

and Agent or Representative (305) 351-9150

in Florida _____

END OF SECTION

ACKNOWLEDGEMENT OF CONTRACTOR - IF A CORPORATION

STATE OF Florida

COUNTY OF Martin

ON THE 18th DAY OF March, 2025 BEFORE ME PERSONALLY APPEARED John Gabattari TO BE KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE Vice President OF Ferreira Construction Co., Inc. THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

NOTARY PUBLIC STATE OF FLORIDA
CECILIA R. HEIN
Commission # HH 378794
Expires June 29, 2027

Cecilia Hein
Notary Public

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF New Jersey

COUNTY OF Morris

ON THE 18th DAY OF March, 2025 BEFORE ME PERSONALLY APPEARED Marisol Mojica TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Berkshire Hathaway Specialty Insurance Company, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

Ursula Jakubiak
Notary Public

URSULA JAKUBIAK
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MARCH 8, 2026
COMMISSION: #50154109

Berkshire Hathaway Specialty Insurance

Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INOEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Marisol Mojica, Kevin T. Walsh, Jr., Thomas MacDonald, Krystal L. Stravato, Andreah Moran, Ryan Gray, Jaclyn Maffey, 100 South Jefferson Road, Suite 101, of the city of Whippany, State of New Jersey**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of August 24, 2023. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following seals of the Companies and signatures by an authorized officer of the Company may be affixed by facsimile or digital format, which shall be deemed the equivalent of and constitute the written signature of such officer of the Companies and original seals of the Companies for all purposes regarding this Power of Attorney, including satisfaction of any signature and seal requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

By: _____
David Fields, Executive Vice President

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: _____
David Fields, Vice President

NOTARY
State of Massachusetts, County of Suffolk, ss:
On this 24th day of August, 2023, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.
[Notary Seal]

JOHN C. SKINNER
Notary Public, Commonwealth of Massachusetts
My Commission Expires January 22, 2027

_____
Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this March 18, 2025.

_____
Ralph Tortorella, Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Prater@bhspecialty.com. *THIS POWER OF ATTORNEY IS VOID IF ALTERED*

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 307-4259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

. . . .

EXECUTION OF DOCUMENTS:

. . . .

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and

(2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

ADMITTED ASSETS*

	12/31/2023	12/31/2022	12/31/2021
Total invested assets	$ 6,702,817,810	$ 5,680,246,430	$ 6,504,184,299
Premium & agent balances (net)	690,388,245	582,469,494	552,510,359
All other assets	204,404,036	217,334,073	142,765,038
Total Admitted Assets	$ 7,597,610,091	$ 6,480,049,997	$ 7,199,459,696

LIABILITIES & SURPLUS*

	12/31/2023	12/31/2022	12/31/2021
Loss & loss exp. unpaid	$ 1,825,674,253	$ 1,495,870,171	$ 1,142,116,028
Unearned premiums	604,899,743	536,797,683	484,660,143
All other liabilities	1,240,939,865	1,065,221,844	1,163,007,683
Total Liabilities	3,671,513,861	3,097,889,698	2,789,783,854
Total Policyholders' Surplus	3,926,096,230	3,382,160,299	4,409,675,842
Total Liabilities & Surplus	$ 7,597,610,091	$ 6,480,049,997	$ 7,199,459,696

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

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. Ferreira Construction Co Inc.
2. Permanent Main Office address. 31 Tannery Road, Branchburg, New Jersey 08876
3. When organized? November 14, 1994
4. If a corporation, where incorporated? Incorporated in the State of New Jersey
5. How many years have you been engaged in construction under this present firm or trade name? 30 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. Civil, Drainage Structures, Stormwater Management, Utility, Electrical, ITS, Traffic Signalization, Marine, Bridge, Seawall, Pile Driving (DOT Certificate of Qualification is attached)
8. Have you ever failed to complete any work awarded to you? If so, where and why? No
9. Have you ever defaulted on a contract? If so, where and why? No
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 equipment list.
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. Bank United - Acct. No. 9856342351
    445 Broadhollow Rd. Suite 200, Melville NY 11747
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce. Yes

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.

Dated at Martin County, FL this 25th day of March 2025

Contractor

Ferreira Construction Co Inc.

By _____

John Ciabattari, Vice President
(Name & Title)

Country of MARTIN

State of FLORIDA

John Ciabattari, being duly sworn, deposes and says that he is Vice President of Ferreira Construction Co Inc., and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 25th day of March, 2025.

_____
Notary Public

My Commission Expires: June 29, 2027

Cecilia Hein

(Seal)

CECILIA R. HEIN
Commission # HH 378784
Expires June 29, 2027

END OF SECTION

CONTRACTS ON HAND - EXHIBIT "D" No.6

PROJECT	CONTRACT VALUE	COMPLETION DATE
Lotis - Wellington -I	$ 23,521,342.00	April-25
Shinn Rd over C-24 and 10-mile canal	$ 1,051,281.00	May-25
(E4U88) Savannah Bike Path / Trail	$ 10,631,541.00	May-25
Range Line Road @ C-23 Bridge	$ 866,250.00	June-25
96th St. Artificial Reef Staging Area Bulkhead	$ 1,012,836.00	June-25
River Park Baffle Boxes	$ 752,390.00	June-25
Pine Tree Bridge Replacement	$ 2,505,101.00	July-25
Florida Coast Medical Center	$ 9,480,418.00	July-25
Port Salerno Peninsula Neighborhood Restoration	$ 1,640,641.00	October-25
Anchorage Park Boat Ramp replacement	$ 446,948.00	June-26
(T4714) SR 5 C-17 Bridge	$ 13,692,603.00	June-26

RECENTLY COMPLETED IMPORTANT PROJECTS - EXHIBIT "D" No.10

PROJECT	CONTRACT VALUE	DATE COMPLETED	OWNER	CONTACT	PHONE NO.	E-MAIL
Clear Lake Trail and Shoreline	$ 2,467,097.00	September-24	City of West Palm Beach	Mr. Daniel Roberge, P.E	(561) 494-4053	Droberge@wpb.org
Rio Marine Village Seawalls	$ 4,686,590.00	December-24	Straticon	Mr. Connor McNamara	(772) 210-0200	connor.mcnamara@Straticon.com
Jupiter Medical Center Surgical Institute	$ 4,212,650.00	August-24	The Robins & Morton Group	Mr. Jason Mercer	(904) 687-8646	jmercer@robinsonmorton.com
Port District - (Pioneer) Park & Playground Infrastructure and Improvement	$ 12,509,321.00	July-24	City of Port St. Lucie	Ms. Robyn Holder, CPPB	(561) 684-4150	rholder@cityofpsl.com

EXPERIENCE SIMILAR WORK SCOPE - EXHIBIT "D" No.12

PROJECT	DESCRIPTION	CONTRACT VALUE	DATE COMPLETED
Phipps Park Renovations Phase II	Clearing and grubbing, asphalt millings, concrete sidewalks, storm pipes, drainage structures, exfiltration trenches, retention ponds, sanitary lift stations, water mains, sewer laterals, low pressure sanitary force mains, bank stabilization and dock construction, concrete sidewalks , curb and gutter and landscaping.	$ 3,503,911.00	November-23
Florida Coast Surgical and Medical Center	Clearing and grubbing, site preparation, removed and reworked underground utilities, storm-water system including all pipe, structures, culverts, frames, grates, inlet protection, erosion control, grading. Constructed sanitary sewer system including all pipe and structures, rework and tie-ins of existing utilities. Cutting, patching, and repairs to existing sidewalks, curb and gutters. asphalt milling and paving.	$ 4,212,650.00	August-24
Port District - (Pioneer) Park & Playground Infrastructure and Improvement	Construction of a playground and parking lot consisting of an over water stage and seating, sheet pile retaining wall, bulkhead, boardwalk, kayak docks, landscaping, irrigation. paving, concrete sidewalks, curb and gutter, drainage, potable water, sanitary sewer. Installation of prefabricated restroom, and site lighting improvements.	$ 12,509,321.00	July-24
Lotis Wellington I	Clearing and grubbing, finished earthwork, site drainage system excavation of a 150,000 cubic yard lake, water systems, firelines, and a sanitary sewer system with lift stations, and retrofiring of the existing lift station. The project also includes the installation of underground dry utility systems, constructing building pads, paving, concrete curbs and gutters, sidewalks, handicap ramps, pavement marking, striping and signage.	$ 23,521,342.00	April-25

FERREIRA

Dictinio "Tino" Garcia

SENIOR VICE PRESIDENT

Career Summary

Tino started his career with Ferreira in 1995, on one of the company's first civil projects, our main headquarters, followed by the Burnt Mills Road Bridge for Somerset County. Since then Tino has been a force behind our field operations in both New Jersey and Florida. Tino currently oversees our US Southeast Region Operations. Our Southern Division is heavily involved in civil, marine and utility infrastructure, with a combined yearly revenue of $60 Million.

As Senior Vice President, Tino promotes a respectful workplace environment, encouraging communication, unity, and teamwork. Tino's excellent leadership and management skills ensure that our heavy civil construction and utility operations are run efficiently and safely while focusing on our client and community relationships, the cornerstone of our business.

Among his many responsibilities, Mr. Garcia tracks project costs from inception to completion. This key role assures that he maintains constant contact with project management and all those onsite, making himself available to all his employees. Tino had developed many substantial relationships since beginning his career and he continues to foster them every day.

Professional Experience

Ferreira Construction Co., Inc. **1995 – Present**
Senior Vice President

M.J. Paquet **1989 – 1995**
Project Engineer

Education

New Jersey Institute of Technology, Newark, NJ
Civil Technology, 1987-1989

Middlesex County College, Edison, NJ
Associate of Science, Civil/Contracting Technology, 1987

Key Skills

- Excels in analyzing and adjusting work procedures for maximum efficiency
- Effectively explains and interprets organizational policies and procedures
- Demonstrate strong personal effectiveness
- Demonstrate highly sophisticated skill and strategies
- Recognizes the need to concentrate on people rather than tasks
- Effectively develops employees
- Continuously finds new and better ways of performing job
- Builds strong sense of teamwork and purpose

Licenses/Certifications

- Certified Asphalt Paving Technologist
- Florida General Contractors License
- UTCA – Board of Directors
- Marine Industry of Palm Beach – Board of Directors

FERREIRA

JOHN CIABATTARI
VICE PRESIDENT

Professional Summary

Mr. Ciabattari is Vice President for Ferreira Construction. He brings more than 20 years of marine construction experience to his role. This experience makes Mr. Ciabattari an industry leader more than an industry superintendent. Therefore, his role in maritime projects is pivotal. Moreover, his knowledge foresight allows him to oversee projects under significant time, environmental, and budgetary constraints. His vast knowledge is an invaluable asset to the Ferreira organization.

Professional Experience

Ferreira Construction Company – Southern Division (2011 – Present)
Vice President

Northgate Construction Company (2004 – 2011)
Owner
Managed concrete and excavation company, including advertising, working with clients, preparing estimates, project supervision, permitting with various agencies, customer service, equipment and manpower management, accounts receivable and payable, payroll and daily operations. Heavy equipment operation when required and running the daily field operations. Projects included site work, concrete foundations, and utility installation for commercial projects.

Pile Foundation Construction (1988 – 2004)
Project Manager/Field Superintendent
Managed the day-to-day field operations for a marine construction company. Work included estimating, negotiating change orders, meeting with various city agencies, coordinating subcontractors, ordering materials, supervising manpower and equipment. His daily responsibilities included moving barges, installing temporary work platforms, driving piles, installing sheeting, constructing new bullheads, constructing new piers, underpinning existing foundations, installing caissons with rock sockets, dredging, installing pile wraps, new fender systems and all related concrete work associated with his projects.

Joki Fishing Cnrp. (1984 – 1988)
Captain
Maintenance, fueling, docking and supervision of crew for a 90-foot sightseeing/fishing boat. Coordinated subcontractors, staff, advertising, accounts receivable and payable, payroll and daily operations.

Professional Licenses

CDL, A license – 100-ton Masters License

FERREIRA

ROBERT HIGGINBOTHAM
VICE PRESIDENT

Professional Summary

Mr. Higginbotham is Vice President for Ferreira Construction. He brings more than 25 years of heavy highway and heavy civil construction experience. He has managed and successfully completed roadway improvement projects for Florida Department of Transportation, local municipalities as well as private clients. Robert is a Licensed State of Florida Electrical Contractor and is the Electrical Qualifier for Ferreira Construction Southern. His extensive knowledgeable and experience includes Intelligent Transportation Systems, Traffic Signalization, Roadway Signing, Computerized Traffic Control and Electrical work. Mr. Higginbotham's extensive background has given him the knowledge in completing all aspects of the job, including but not limited to proposal development and budget management; quality control; scheduling; client, agency, and labor union negotiations; coordination with subcontractors and vendors; safety and personnel management.

Professional Experience

Ferreira Construction (2019-Present)
Vice President

Valiant Power South, LLC (2015-2019)
Vice President

The Signal Group, Inc. (1996-2015)
Executive Vice President/General Manager

Achievements:
- Implementation and management of electronic bidding delivery system
- Expanded SGI Fleet and personnel to maintain and operate three divisional offices and warehouses
- Expanded general revenue base by competitive marketing and production

Key Projects

Traffic Signalization, Signing and Highway Lighting Systems
- Palm Beach International Airport AS8
- I-95 Linton Blvd. South to Spanish River (HOV Lane) for the Florida Department of Transportation
- I-95 (SR #5) Linton Road to Hypoluxo Road, Palm Beach County
- I-95 (SR #5) Blue Heron Boulevard to 45th Street, Palm Beach County
- U.S. Highway 1 from Port St. Lucie Boulevard North to Rio Mar Drive, St. Lucie County
- I-95 (SR #5) from Blue Heron Boulevard to PGA Boulevard, Palm Beach County
- S.R.9 (FL Turnpike) to S.R.710 for the Florida Turnpike Authority
- Cross-Town Parkway Corridor for the City of Port St. Lucie; Segments I, II, III, IV, V
- Design Build of five Intersections for Martin County Board of County Commissioners

Intelligent Transportation Systems

- City of Boca Raton ITS Closed Loop System-Group #4; Installation of ITS and Video Detection
- Indian River County ATMS Groups 3 & 4
- City of Port St. Lucie Master Maintenance for ITS Systems

Affiliations

Florida Transportation Builders Association (FTBA)
Intelligent Transportation Systems of Florida (ITS)

Education/Licenses

Bachelor of Science in Agricultural Economics, Auburn University
State of Florida Electrical Contractor

Training/Certification

State of Florida Electrical Contractor
State of Florida Registered Master Electrician
State of Florida Department of Transportation Managerial and Engineering Seminars
IMSA Intermediate Work Zone Specialist
IMSA Traffic Signal Certification, Level I & Level II

FERREIRA

JIM WEEKS
GENERAL SUPERINTENDENT

Professional Summary

Mr. Weeks has over 25 years of experience in the Construction Industry. Mr. Weeks has extensive experience supervising residential, commercial and municipality projects which include, concrete installation, concrete restoration, concrete piles, timber piles, timber docks, rip rap, installation of steel sheet pile, vinyl sheet pile, fiberglass sheet pile, concrete seawall caps, storm mitigation (Articulated Concrete Block mats), bridge approach slabs, prefabricated aluminum, and steel pedestrian bridges. Mr. Weeks is experienced in operating a wide variety of heavy equipment including excavators, skid steers, loaders, crew boats, push boats with barges, tractor trailers, dump trucks and roll off trucks. Jim's attention to detail is demonstrated in his ordering materials, setting up subcontractors in addition to scheduling cranes, concrete pours, equipment moves and material deliveries.

As demonstrated through his project history, Jim's detail-oriented planning and coordination shows through his outstanding time management and work completion rate. He also recognizes that a project requires complete attention and maintains focus even as they reach their final stages. This unique work ethic is paralleled by his efficient budgeting and cost management capabilities.

As General Superintendent, he directs, supervises, and coordinates all manpower on a given Ferreira project. He also conducts cost monitoring and manages project subcontractors. More importantly, Jim ensures that all sitework reflects Ferreira's commitment to the highest standards of quality and safety.

Professional Experience

Ferreira Construction Co., Inc. (2011-Present): As General Superintendent Mr. Weeks oversees all phases of daily construction. Supervising the development, compliance, ensuring safety, delegating tasks as well as determining requirements for equipment and resources.

Palm Beach Marine Construction, Inc. (2009-2011): Worked as a foreman supervising residential and commercial jobs including steel sheet pile with concrete cap, aluminum sheets pile with aluminum cap, vinyl sheet pile with concrete batter pile and concrete cap, concrete and wood piles, docks, concrete panel seawalls, floating docks, and concrete restoration. Operated equipment such as front-end loader, skid steer, track hoe, tugboat with barges and friction crane. Also ordered materials and set up subcontractors.

Jim-Beams Inc., (2006-2009): Owner , performing commercial concrete work and seawall caps. (1995-2005): Various positions in the concrete forming industry leading up to starting his own business.

Training/Certifications

FERREIRA

OSHA 10
Class 'A' Commercial Driver's License
FDEP Certified Storm Water Inspector
FDOT Certified Temporary Traffic Control (Advanced)
CADWELD Certified
Certified Crane Signaler and Rigger
CPR/AED Certified
AGC Fall Protection Training

FERREIRA

MICHAEL CIABATTARI
PROJECT MANAGER

Professional Summary

Michael has over 15 years of experience in the Heavy Civil and Marine Construction Industry including the past 8 years as a Ferreira Construction Co., Inc.(Ferreira) project manager. Michael has experience as a project manager on various heavy civil, utility, and marine construction projects. Michael's hand on management allows him to react expeditiously to unforeseen challenges that can impact his projects, from atypical weather, challenging environmental health and safety conditions, labor challenges, and complex project sequencing and scheduling while assuring the project remains within budget and on time. More importantly, Michael makes certain that all project sites reflect Ferreira's commitment to the highest standards of quality and safety.

- Project bid cost estimating, scope of work comprehension and specification-plan review and understanding.
- Labor-equipment-material determination, ordering, and management.
- Subcontractor and vendor assignment, coordination, and management.
- Logic-sequence scheduling.
- Safety guidance, oversight, and management.
- Project preparation including mobilization logistics and planning.
- Labor-material-equipment selection.
- Scope of work execution management including budget management, schedule management, labor-equipment-material management, and contractual-regulatory-safety compliance.
- Project demobilization and closeout.

Professional Experience

Ferreira Construction Company Inc. (2015-Present).
As Project Manager Mr. Ciabattari manages all phases of Civil, Marine, Utility and Underground Construction. Michael has exceptional leadership, communication, and interpersonal skills. He is reliable and organized with an ability to work independently and as part of the team to ensure the project is completed on time and on budget.

Harbor Ridge Golf and Country Club (2010-2015)
As operations manager Mr. Ciabattari over saw all of the day-to-day Golf Club experience ensuring exceptional customer service at the Golf arena and related facilities including overseeing the supervision of the maintenance of golf carts and golf operations personnel.

Northgate Construction (2006-2010)
As a Foreman Mr. Ciabattari over saw all aspects of site work construction and coordination of earth and concrete work. Michael was permitting liaison ensuring environmental and structural compliance with local, state, and federal agencies.

Education

Bachelor of Science in Business Administration

Training/Certification

OSHA 10-hour Construction Safety
FDEP Certified Storm Water Inspector
Certified Confined Space Competent Person
MOT Training

FERREIRA

Edward Shea

Division Manager
Solar, Signal, and Lighting Division

Professional Summary

Mr. Shea has over thirty years of experience on various heavy highway and heavy civil construction projects. His extensive experience managing residential, commercial and municipality projects throughout Florida including Brevard, Okeechobee, Indian River, St. Lucie, Martin, Palm Beach, Broward County, and the Florida Department of Transportation. Ed is directly involved with Ferreira's annual maintenance contracts many include roadway and highmast lighting, electrical duct banks, electrical bridge systems, traffic signalization, roadway signage, and intelligent transportation systems installation and repair. Ed specializes in on-site, hands-on management. He works closely with Ferreira's on-site superintendents, foreman and subcontractors. Ed's ability to communicate effectively and his extensive experience assures that each project reflects Ferreira's commitment to safety, remains within budget and is completed on time.

As demonstrated through his project history, Ed's detail-oriented planning and coordination shows through in his outstanding time management and work completion rate. He also recognizes that a project requires complete attention and maintains focus even as they reach their final stages. This unique work ethic is paralleled by his efficient budgeting and cost management capabilities

As Division Manager he directs, supervises, and coordinates all manpower on a given Ferreira project. He also conducts cost monitoring and manages project subcontractors. More importantly, Ed ensures that all site work reflects Ferreira's commitment to the highest standards of quality and safety.

Professional Experience

Ferreira Construction (2019-Present)
Division Manager

Valiant Power South, LLC (2015-2019)
Operations Manager

The Signal Group, Inc., (2005-2015)
Construction/Area Branch Manager

Achievements:
•Expanded fleet and personnel to maintain and operate four divisional offices and warehouses
•Expanded training programs for signalization, safety, and operational management

Mas-Tec North America/Designed Traffic Installations, Inc. (1987-2005)
Project Manager and Area Manager

Key Projects

Traffic Signalization, Signing and Highway Lighting Systems
•I-95 (S.R.#9) from Blue Heron Blvd. to PGA Blvd.; FDOT District IV
•Florida Turnpike (S.R.# 9) to Beeline Hwy (S.R.#710); FDOT District VIII
•Cross-Town Parkway Corridor, Segments I, II, III, IV, V; City of Port St. Lucie
•Design Build of Five Intersections; Martin County Board of County Commissioners

Intelligent Transportation Systems
•City of Port St. Lucie Master Maintenance for ITS Systems
•ITS Closed Loop System - Group #3 & Group #4; Indian River County
•Installation of ITS and Video Detection; City of Boca Raton
•Master Maintenance for ITS Systems; City of Port St. Lucie

Affiliations

Florida Transportation Builders Association (FTBA)
Florida Transportation and Builders Association (FTBA)
FTBA LESS Sub-Committee Member for Structures and Methods

Certifications/Training

IMSA Traffic Signalization Field Electrician Level II
IMSA Traffic Signalization Technician Level III
IMSA Florida Advanced Work Zone Specialist
ATSSA Advanced Work Zone Traffic Control
FDOT CTQP Drilled Shaft Inspector
OSHA 10 Hour Construction Outreach Training
CPR Training

FERREIRA

Robert McIntosh
PROJECT MANAGER

Professional Summary

Mr. McIntosh has over 15 years of experience in the construction industry. Rob has managed various heavy civil, roadway and utility construction projects in both the private and public-sector. In the past 5 years Rob worked predominantly on Florida Department of Transportation; roadway, lighting, and signalization projects, including managing the installation of over 200 light poles on I 95 (T4489) SR 9, Martin County valuing over 6 million dollars.

Rob's management skills allow him to react expeditiously to unforeseen challenges that can impact a project. He is able to mitigate issues quickly and efficiently due to his experience working on complex projects with unique challenges such as, atypical weather, challenging environmental health and safety conditions, labor challenges, and complex project sequencing and scheduling.

Rob's ability to communicate effectively and his extensive experience assures that each project reflects Ferreira's highest standards of quality and safety while maintaining compliance with all applicable FDOT and government standards while remaining within budget and completing on time. Highlighted below are just some of the many skills Rob possesses to ensure the highest standards of quality on each project:

- Project bid cost estimating, scope of work comprehension and specification-plan review and understanding.
- Labor-equipment-material determination, ordering, and management.
- Subcontractor and vendor assignment, coordination, and management.
- Logic-sequence scheduling.
- Safety guidance, oversight, and management.
- Project preparation.
- Labor-material-equipment selection.
- Scope of work execution management including budget management, schedule management, labor-equipment-material management, and contractual-regulatory and safety compliance.
- Project demobilization and closeout.

Professional Experience

Ferreira Construction Southern Division Company Inc. (2019 -Present).
As Project Manager Mr. McIntosh manages all phases of Utility, Street Lighting, Signalization and Civil Construction. Rob has exceptional leadership, communication, and interpersonal skills. He is reliable and organized with an ability to work independently and as part of the team to ensure the project is completed on time and on budget.

Valiant Power South (2016- 2019)
As Project Manager, Rob McIntosh oversaw multiple projects at a time. Placing the highest importance on maintaining compliance with applicable FDOT and government standards, quality control, budget, safety, and timeline requirements.

Rosso Site Development (2015-2016)
As Project Manager Mr. McIntosh oversaw heavy civil and site development improvement projects including Gramercy Park, Jonathan Dickson Trail Improvements. Rob developed and implemented key project management procedures ensuring better project safety and quality control.

Signal Group Inc (2014- 2015)
As Contract Manager and Construction Coordination Mr. McIntosh oversaw the contract review process, handling bonds, certificate of insurance and notice of intents for the entire company. In Addition, Rob's skill and prior experience lead him into construction coordination where he projects timelines for materials, schedule and arranged subcontractors and ensured testing and communicated with owners for project updates.

M Squared Construction (2006-2014)
As owner Mr. McIntosh was responsible for all the company's operations including bidding projects, operating equipment, and project management.

Education.

Bachelor of Science Construction Management
Associate in Independent Studies

Training/Certification

OSHA 30
MOT Advance Training
IMSA Traffic L (II)
NPDES Storm water

FERREIRA

KWINCY DYE
PROJECT SUPERINTENDENT

Professional Summary

Mr. Kwincy Dye has worked in the infrastructure construction industry for over 20 years. Kwincy has worked on various heavy highway, heavy civil and utility construction projects in both the private and public-sector which include watermain, Forcemain, gravity sewer, drainage, and directional bore projects. He is experienced in operating a wide variety of heavy equipment including track hoes, bulldozers, graders, and frontend loaders. Kwincy's extensive knowledge of utility blueprint reading enhances his ability to assists in all phases of daily field construction while working closely with Ferreira on-site crew, superintendent, and subcontractors. More importantly, Kwincy makes certain that all sitework reflects Ferreira's commitment to the highest standards of quality and safety.

Through Mr. Dye's extensive experience, he has developed unparalleled skills and understanding of heavy highways, site work, excavation, and utility construction. Kwincy is extremely familiar with the high-water table that exists here in Florida and the necessary of installing utilities in the dry. His knowledge of dewatering installation, removal and treatment/disposal of any effluent makes him a valuable asset to our Ferreira Team.

Professional Experience:

Ferreira Construction Co., Inc. (2020–Present)
As Project Superintendent Mr. Dye supports in all phases of Civil, Utility and Underground Construction. Kwincy is reliable and organized with an ability to work independently and as part of the team to ensure the project is completed on time, on budget and safely.

JBC Construction (2019-2020)
As construction Superintendent Mr. Dye coordinated pipe excavation for drainage, water, and sewer. He was also responsible for the site grading including finish grading, stone placement, swales, slopes, and all other contours on the project.

KD Excavating (2005 – 2019)
As owner Mr. Dye was responsible for overseeing all phases of the business, including estimating, managing projects, supervising crews, overseeing subcontractors, ordering supplies and materials, and negotiating contracts as well as operating heavy equipment.

Joemax Pipeline Construction (2002-2005)
Mr. Dye was responsible for supervising a gas pipeline crew of 6-8 and assisted in operating heavy equipment for the installation of pipes.

Gilbert Western (2000-2002)
As a heavy equipment operator Mr. Dye installed fiber optic lines using a backhoe, track hoe and front-end loader.

Training/Skills

OSHA Safety Training 10

FERREIRA

Jerry Stine

Superintendent

Solar, Signal, and Lighting Division

Professional Summary

Mr. Stine is project superintendent on various heavy highway and heavy civil construction projects with over 16 years of experience specializing in traffic signalization, lighting, and road signing. He supervises and coordinates field construction forces and subcontractors through all phases of construction. He works closely with Ferreira on-site foreman and subcontractors. Jerry also communicates potential change orders to the project manager as soon as they become known. He does this to ensure that a given job remains within budget and on time. As the primary on-site construction point-of-contact for Ferreira, Jerry often manages and communicates client concerns, problems, or complaints on assigned projects. This role also requires him to conduct in-house inspections with subcontractors to verify work and challenge quality prior to releasing them from the site.

Through Mr. Stines extensive experience, he has developed an unparalleled understanding of blueprints, construction methods, and all construction codes as affected by state and local ordinances, making him a key player and asset to the Ferreira team.

Professional Experience

Ferreira Construction Co., Inc. (2019-Present:)
Mr. Stine serves as the Solar, Signal & Lighting Superintendent for Ferreira Construction Southern Division Co., Inc. His extensive background has allowed him to gain valuable experience supervising projects which include roadway lighting, high mast lighting, duct bank and electrical bridge systems.

Valiant Power South, LLC (2015-2019)
Solar, Signal & Lighting Superintendent

The Signal Group, Inc. (2002-2015)
Area Superintendent
Achievements:
• Supervised construction activities in Martin, St Lucie, Indian River and Brevard County SGI Offices
• Assisted expanding the SGI fleet and personnel to maintain and operate area facility and warehouse
• Expanded in-house training programs for signalization, safety and operational management requirements and supervised four county maintenance contracts

Key Projects

Solar, Traffic Signalization, Signing and Highway Lighting Systems
• FCC Coleman Solar Photovoltaic Project, Federal Correctional Complex of Coleman, FL
• Crosstown Parkway Corridor, Segments IV, and V for the City of Port St Lucie
• Becker Rd Interchange for the City of Port St Lucie
• Jensen Beach Causeway
• Ernest Lyons Bridge
• US 1 Improvements throughout Martin County

Intelligent Transportation Systems

- SR 5 (US Highway 1) in Vero Beach for the FDOT
- Master Maintenance for ITS Systems for the City of Port St. Lucie
- I-95 Express Lanes

Certifications/Training

IMSA Work Zone Safety Specialist
IMSA Traffic Signalization Technician Level III
Palm Beach County Traffic Signalization Level I
ATSSA Advanced Work Zone Traffic Control
Fall Protection/Aerial Lift and Powered Industrial Forklift
SGI Crane Operation and Safety
OSHA 10 Hour Construction Outreach

FERREIRA

Frank J. Peluso Jr. CUSP, EMT
Health and Safety Manager

Professional Summary

Mr. Peluso has been working in the Health and Safety field for over fifteen years developing and instituting safe work practice programs for the construction industry, and public sector. CPR, AED, fall protection, confined space, hazcom, hazwoper are just a few of the many training courses Frank teaches. He has worked on many Industrial, Pharmaceuticals, and Commercial projects throughout the USA which include Merck Pha, Catelent Pha., Navartis Pha, BMS Pha., Exxon Mobil, Phillips66, Motiva, Chevron, Phillips 66, Infinium. Frank has a track record for implementing policies and procedures, site audits on all levels in addition to making HASP's, SSHASP's, and OSHA compliant activities. He has instructed at many training centers, Rutgers, American Heart Association, American Safety, Health Institute and National Safety Council. Mr. Peluso's knowledge and training abilities in Industrial and Construction Health and Safety makes him an asset to the Ferreira Construction Team.

Professional Experience

Ferreira Construction Co., Inc. (2018 – Present): Health and Safety Manager, Subcontractor Management, Instructor/Trainer, Auditor, Claims, Purchasing of supplies for safety.

Valiant Companies (2016-2018): Health and Safety Manager, Pre-Bid Analysis (ISNet, Browz, Avetta/Pics), Subcontractor management, Instructor, Auditor, DOT Compliance, Asset Management, & Claims Specialist.

Petillo Inc. (20014-2016): Director of Health and Safety, Trainer, OSHA Compliance, Aerial Photography and Video Specialist.

Haztek Inc. (2013-2014): Health and Safety Professional, Safety Site Coordinator, Hazmat, Confined Space Rescue Lead, OSHA Trainer, Auditor, Inspections, and Lead Trainer.

International Brotherhood of Electrical Workers Local 102 (2005-2018): Union Journeyman A Class, Med. Voltage Splicer, Equipment Operator, Site Emergency Medical Technician , Site Safety Officer.

Pleasant Plains Volunteer Fire Department Station 30 (2002-2017): Fire Fighter, EMT, Extrication Technician, Advanced Rescue Driver Secretary.

Pleasant Plains Volunteer First Aid Squad 33 (2009-2017): Chief Line Officer / EMT / Driver / Engineer / Jr. Cadet Ems Head Advisor.

Toms River Technical Rescue Team (2009-2017): Confined Space Rescue Technician / Man Power / High Angle Rescue / Ropes and Rigging.

Training

OSHA 502, 500– Construction Industry Instructor
IC-700, 800, 100, 200, 300 – FEMA Incident Command
IM-100 & 200 – FEMA Incident Management
Incident Safety Officer
OSHA 510, 40 Hazwoper, 8 Hazwoper Supervisor
Firefighter Level 1 & 2
Emergency Medical Technician
Extrication Technician
Haz-Mat Awareness & Operations for emergency services
Florida Advanced MOT
New Jersey Traffic Control Coordinator
FPL Switchman Trainer
PSEG Substation Awareness Trainer
NEXTERA Nuclear Radiation Responder & Trainer
AHA & ASHI – Level 9 First Aid/CPR/AED Instructor
NFPA70E
Hazard Communication Trainer
Equipment Trainer (Off-road Fork Lift, Excavator, Skid Steer)
S.T.A.R.T. & NJ State Police – Advanced Confined Space Rescue Specialist
Certified Emergency Vehicle Operator
SCOTT SCBA Specialist & Repair Tech
Medium Voltage Splicing to 75k
High Line Rescue
Wildland Firefighter S130 & S190
Drug and Alcohol Reasonable Suspicion Testing Advocate
NSC Defensive Driving 4 Instructor
C.E.U. Classes: Core 13, Start Triage, Sport Injuries, To Hell and Back Burn Patients, Elevator Emergencies, Diabetic Emergencies, Intel, Children with special needs, Prehospital Stroke Management, Street Drugs, Sport Injuries, Winter Emergencies, Pediatric patient assessment, wind driven fires, Sick or Not Sick.

FERREIRA

EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2000	VERMAC ARROWBOARD	ARROW BOARD
2000	VERMAC ARROWBOARD	ARROW BOARD
2009	WORA (WORK AREA PROTECTION) M90EZ SOLAR ARROW BOARD	ARROW BOARD
2005	30' x 10' BARGE w/ OUTBOARD MOTOR	BARGE
2007	3 PC. SECTIONAL BARGE - 1 SEC. @ 10'x30'x4' -- 2 SEC. @ 4'x30'x4' - WOOD DECK OVER STEEL DECK	BARGE
2007	HOMEM - SELF PROPELLED BARGE - 38'x10'x3' w/ YAMAHA 225HP ENG.-- 3 COMPARTMENTS w/ HATCHES , STEEL DECK w/ WOOD SURFACE	BARGE
	S175 & S98 FLEXIFLOAT BARGES	BARGE
2006	VARIOUS FLEXI FLOAT BARGES -- 6 UNITS @ 10x40x5 & 4 UNITS @ 10x20x5	BARGE
1993	24' SILVER PONTOON BARGE	BARGE
1992	24' YELLOW PONTOON BARGE	BARGE
	10' x 40' x 5' - 40 TON HOPPER BARGE	BARGE
	10' x 40' x 5' - 40 TON HOPPER BARGE	BARGE
	48' x 24' x 4' SPUD BARGE w/ 4 SPUD WELLS & (2) 42' x 12' DIA. ROUND SPUDS	BARGE
1972	ALUM. WORKBOAT w/ OUTBOARD. MOTOR	BOAT
	2008 J-BOAT UTILITY WORK BOAT W/ CRANE	BOAT
2008	29' VESSEL - JUPITER	BOAT
2000	LOWE - GLC MODEL 17'11" ALUMINUM BOAT w/OUTBD. ENG.	BOAT
2000	SEA ARK BOATS, INC. - 20' VS ALUMINUM HULL BOAT – NO OUTBD. ENGINE...	BOAT
2017	PROGRESSIVE INDUSTRIAL - 610 SUPER TRIUMPH MODEL - PUSH BOAT w/ TWIN CUMMINS ENG. 610 HP TOTAL	BOAT
	32' x 16' x 4' - PUSH BOAT / BARGE w/(2) MERCURY 75HP GAS ENG.	BOAT
1996	SEA ARK BOATS, INC - 21' CREW BOAT w/ (2) YAMAHA 150 HP OUTBOARD MOTORS	BOAT
2017	PROGRESSIVE INDUSTRIAL - 610 SUPER TRIUMPH MODEL - PUSH BOAT w/ TWIN CUMMINS ENG. 610 HP TOTAL	BOAT
2003	WAGNER SMITH T-UBWP-35 UNDERGROUND CABLE PULLER	CABLE PULLER
1985	TAMPO RS58D VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
1986	DYNAPAC CA25 VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
1987	TAMPO RS58D VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
1986	DYNAPAC CA25 VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
1984	TAMPO RS58D VIBRATORY COMPACTOR	COMPACTOR - VIBRATORY
2007	INGERSOLL-RAND COMPRESSOR	COMPRESSOR - 185

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
	ATLAS COPCO 185CFM COMPRESSOR	COMPRESSOR - 185
2016	DOOSAN C185WDZ-T4F AIR COMPRESSOR	COMPRESSOR - 185
2017	ATLAS COPCO XAS 185 AIR COMPRESSOR	COMPRESSOR - 185
2017	ATLAS COPCO 185CFM COMPRESSOR TIER 4 FINAL	COMPRESSOR - 185
2004	INGERSOLL-RAND P185WDJ COMPRESSOR	COMPRESSOR - 185
2005	INGERSOLL-RAND P185 COMPRESSOR	COMPRESSOR - 185
2016	20 CUBIC YARD CONTAINER	CONTAINER - 20 OPEN
2019	ROLL-OFF CONTAINER - 20 C.Y. OPEN	CONTAINER - 20 OPEN
2019	ROLL-OFF CONTAINER - 20 C.Y. OPEN	CONTAINER - 20 OPEN
2012	ROLL OFF CONTAINER 30 C.Y. (OPEN)	CONTAINER - 30 OPEN
2015	30 CY ROLL-OFF	CONTAINER - 30 OPEN
2001	POWER CURBER 5700-B-03 CURB MACHINE	CURB MACHINE
2005	POWER CURBER PC150 CONCRETE CURB MACHINE	CURB MACHINE
2019	VERMEER D23X30S3 DIRECTIONAL DRILL w/ DIGITAL FF2SYSAF8 LOCATOR	DIRECTION DRILL DIGITAL LOCATOR
2006	CAT D6N CRAWLER DOZER	DOZER - CAT D6
2013	CATERPILLAR D6N LGP DOZER	DOZER - CAT D6
2011	KOMATSU D65WX-16 CRAWLER DOZER	DOZER - KOM D65
1980	ELLICOTT (MUDCAT 915) DREDGE - 43 FT.	DREDGE
N/A	"DREDGE & MARINE CORP" CUSTOM MADE 42 FT. DREDGE w/ 8" SWING LADDER	DREDGE
1988	ELLICOTT "600 SERIES" HYDRAULIC DREDGE APPROX. 70 FT. (LEANNE)	DREDGE
2013	ISCO 6-18 INCH BUTT FUSION MACHINE w/PIPE STANDS & IPS INSERTS FOR DREDGE PIPE	DREDGE - FUSION
2013	ELLICOTT 16 INCH DIESEL DRIVEN BOOSTER PUMP FOR DREDGE w/ AUTOMATION UPGRADE	DREDGE - PUMP
	GORMAN RUPP 8" x 8" DIESEL BOOSTER PUMP	DREDGE - PUMP
2016	ELLICOTT STANDARD DRAGON HYDRAULIC 18 INCH BOOSTER PUMP	DREDGE - PUMP
2016	MWI PUMPS - MODEL # HT004 - 4" SUB. TRASH PUMP w/ 800D HYDRAULIC DRIVE UNIT & ACCESSORIES	DREDGE - PUMP
	DREDGE CENTRAL'S USED TRAVELING SPUD w/ 2 NEW 35' x 10' x 5' PONTOONS	DREDGE - SPUD
2018	VERMEER D40X55S3 DIRECTIONAL DRILL w/DIGITRAK FF5 LOCATOR NON REMOTE PACKAGE	DRILL - DIRECTIONAL
2018	VERMEER MX240 MIX SYSTEMS w/ 2 - 1000 GALLON UNITS w/ POWER PAC	DRILL - MIXING SYSTEM
2019	VERMEER MX125 MIX SYSTEM w/ 500 GALLON TANK	DRILL - MIXING SYSTEM
1998	LODRIL MODEL LLMHT-40 (MOUNTED ON 100)	EQUIPMENT ATTACHMENT
2002	30FT JIB ARM w/ WINCH & CABLE	EQUIPMENT ATTACHMENT

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2018	36" PRESSURE ROCK AUGER w/4" BOX	EQUIPMENT ATTACHMENT
1998	KOMATSU EXCAVATOR	EXCAVATOR
2011	KOMATSU PC450LC-8 EXCAVATOR	EXCAVATOR - 100K #
2012	KOMATSU PC490LC-10 HYD. EXCAVATOR - PLUMBED	EXCAVATOR - 100K #
2009	JOHN DEERE 85D EXCAVATOR	EXCAVATOR - 18K #
2018	CATERPILLAR 308E2 CRSB HYDRAULIC EXCAVATOR	EXCAVATOR - 18K #
2017	KOMATSU PC138USLC-11 HYDRAULIC EXCAVATOR	EXCAVATOR - 30K #
2018	CATERPILLAR 315FLCR HYDRAULIC EXCAVATOR	EXCAVATOR - 30K #
2019	CATERPILLAR 315F HYDRAULIC EXCAVATOR	EXCAVATOR - 30K #
2014	JOHN DEERE 245G EXCAVATOR	EXCAVATOR - 50K #
2019	CATERPILLAR 335FL HYDRAULIC EXCAVATOR	EXCAVATOR - 75K #
2018	CATERPILLAR 336FL HYDRAULIC EXCAVATOR	EXCAVATOR - 85K #
2016	GRADALL XL3300 III TELESCOPIC EXCAVATOR	EXCAVATOR - GRADALL
2011	JOHN DEERE 200D EXCAVATOR w/ 50' LONG BOOM	EXCAVATOR - LONG REACH
2014	CATERPILLAR 324EL LR LONG REACH 60' EXCAVATOR	EXCAVATOR - LONG REACH
2012	CASE CX36B MINI EXCAVATOR	EXCAVATOR - MINI
2014	TAKEUCHI TB153FR MINI EXCAVATOR	EXCAVATOR - MINI
2016		EXCAVATOR - MINI
2017	YANMAR VIO17 MINI EXCAVATOR	EXCAVATOR - MINI
2003	KUBOTA KX121-3 MINI EXCAVATOR	EXCAVATOR - MINI
2013	DOOSAN DX63-3 MINI EXCAVATOR	EXCAVATOR - MINI
2017	JOHN DEERE 17G MINI EXCAVATOR	EXCAVATOR - MINI
2017	KOMATSU WA270-8 WHEEL LOADER	EXCAVATOR - WHEELED
2016	CATERPILLAR M320F WHEELED EXCAVATOR	EXCAVATOR - WHEELED
2015	CATERPILLAR M315D WHEELED EXCAVATOR	EXCAVATOR - WHEELED
2004	JOHN DEERE BACKHOE	EXCAVATOR - WHEELED
2006	JOHN DEERE WHEEL LOADER	EXCAVATOR - WHEELED
2014	JOHN DEERE 744K WHEEL LOADER	EXCAVATOR - WHEELED
2016	KOMATSU WA270-8 WHEEL LOADER	EXCAVATOR - WHEELED
2018	KOMATSU WA270-8 WHEEL LOADER	EXCAVATOR - WHEELED
2018	CATERPILLAR 938M WHEEL LOADER	EXCAVATOR - WHEELED

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2018	CATERPILLAR 938M WHEEL LOADER	EXCAVATOR - WHEELED
2004	NEW HOLLAND TRACTOR	EXCAVATOR - WHEELED
2009	MITSUBISHI FD50K FORKLIFT	FORKLIFT
1998	YALE 5,000 # CUSHION TIRED FORKLIFT	FORKLIFT
2015	TRACSTAR AT5000110 SERIES 3 FUSION MACHINE	FUSION MACHINE
2016	KAWASAKI MULE PRO KAF1000CGF ATV	GATOR
2001	WHISPER WATT GENERATOR (FOR PUMP SERVICES	GENERATOR
2012	TRAMAC SC28 HYDRAULIC BREAKER (PC55)	HAMMER - HYDRAULIC
	I.C.E. HYDRAULIC POWER UNIT	HAMMER - PILE
	MAGNUM MLT-3060K LIGHT TOWER	LIGHT PLANT
	MAGNUM MLT-3060K LIGHT TOWER	LIGHT PLANT
1995	MAGNUM LIGHT TOWER	LIGHT PLANT
2017	MAGNUM MLT3060K LIGHT TOWER	LIGHT PLANT
2017	MAGNUM MLT3060K LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2012	MAGNUM PRO MLT3060 LIGHT TOWER	LIGHT PLANT
2009	SUZUKI BOXED MOTOR - Mounted on V612	MOTOR - BOAT
2009	SUZUKI 225 30" SHAFT LENGTH - Mounted on V691	MOTOR - BOAT
2009	SUZUKI 150 25" SHAFT LENGTH - Mounted on V633	MOTOR - BOAT
2012	BLAW-KNOX PF150B ASPHALT PAVER	PAVER
2015	ROADTEC RP-170 ASPHALT PAVER	PAVER
	THOMPSON 8" HYDRAULIC PUMP	PUMP
	THOMPSON 4" WELLPOINT JETTING PUMP	PUMP
	NORTHSTAR 3" CENTRIFUGAL PUMP	PUMP
2013	SCHWING SP750-15D TAG-ALONG CONCRETE PUMP	PUMP
	RAKE- LOADER RAKE 96"	RAKE LOADER
1986	DYNAPAC CS12 - 3 WHEEL ROLLER	ROLLER

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
1998	INGERSOLL-RAND DD-24 D/D ROLLER	ROLLER
2002	HYPAC C530AH - 9 WHEEL ROLLER	ROLLER
2017	WACKER RD7A WALK BEHIND ASPHALT ROLLER	ROLLER - ASPHALT
2004	BOMAG VIBRATORY SINGLE DRUM ROLLER	ROLLER - DIRT
2000	INGERSOLL-RAND SD100DB VIBRATORY ROLLER	ROLLER - VIBRATORY
2002	BOMAG BW124D VIBRATORY ROLLER	ROLLER - VIBRATORY
2012	BOMAG BW211D-40 VIBRATORY ROLLER	ROLLER - VIBRATORY
2012	BOMAG BW211D-40 VIBRATORY ROLLER	ROLLER - VIBRATORY
2005	BOMAG BW190AD4 VIBRATORY ROLLER	ROLLER - VIBRATORY
2007	INGERSOLL-RAND DD-90 VIBRATORY ROLLER	ROLLER - VIBRATORY
2007	INGERSOLL-RAND DD-70 VIBRATORY ROLLER	ROLLER - VIBRATORY
2004	STONE WP3100R VIBRATORY ROLLER	ROLLER - VIBRATORY
1998	DYNAPAC CC142 VIBRATORY ROLLER	ROLLER - VIBRATORY
1998	INGERSOLL-RAND DD-24 VIBRATORY ROLLER	ROLLER - VIBRATORY
	ALLEN 255BD.25 ROLLER SCREED	SCREED
2004	DAWSON HYDRUALIC PILE DRIVER	SHEET PILE HAMMER
2013	JOHN DEERE 323D SKID STEER - TRACK LOADER	SKIDSTEER
2016	JOHN DEERE 329E SKID STEER LOADER - TRACKS	SKIDSTEER
2011	TEREX PT30 TRACK SKID STEER LOADER	SKIDSTEER
2004	BOBCAT T300 TRACK SKIDSTEER LOADER	SKIDSTEER
2018	CATERPILLAR 299D2 TRACK SKID STEER LOADER	SKIDSTEER
2019	CATERPILLAR 299D2 TRACK SKID STEER LOADER	SKIDSTEER
2005	BOMAG MPH122 SOIL STABILIZER/RECYCLER	SOIL STABILIZER
2015	CATERPILLAR TL1255D MATERIAL HANDLER	TELEHANDLER
1999	MACK TRACTOR	TRACTOR
2005	PETERBILT TRACTOR	TRACTOR
2018	PETERBILT 389 TRI-AXLE TRACTOR	TRACTOR
1994	MACK RD685S TRACTOR	TRACTOR
2017	FREIGHTLINER 122SD TRACTOR	TRACTOR
2016	ROGERS CN55PL110 - 55 TON LOBOY TRAILER	TRAILER - 55 TON LOBOY
2019	CUSTOM 12T - 19' FLAT DECK TRAILER w/ 4' BEAVERTAIL	TRAILER - BEAVERTAIL

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2009	FLOAT-ON TRAILER	TRAILER - BOAT
2013	MAGIC TILT - TALS 2044 BOAT TRAILER - For MN-1463	TRAILER - BOAT
1991	GREAT DANE 48' BOX TRAILER	TRAILER - BOX
2009	EAST DUMP TRAILER	TRAILER - DUMP
2017	DOWN TO EARTH DTE612DT5.2B- 5.2 TON DUMP TRAILER	TRAILER - DUMP
2005	40' TANDEM GOOSENECK DUAL TRAILER	TRAILER - FLAT
1999	TRAILMOBILE - 48' FLATBED TRAILER	TRAILER - FLAT
2001	GREAT DANE 37' FLATBED TRAILER	TRAILER - FLAT
2007	MANAC EXTENDABLE FLATBED TRAILER	TRAILER - FLAT
2017	TALBERT 60 TON - FLD LOBOY	TRAILER - LOBOY
1981	EVANS LOG TRAILER	TRAILER - LOG
1982	GREAT DANE LOG TRAILER	TRAILER - LOG
1993	WILLIAMS SCOTSMAN mobile field office	TRAILER - OFFICE
	POLE TRAILER	TRAILER - POLE
2001	BUTLER BUP2510 POLE TRAILER	TRAILER - POLE
2011	24' PONTOON TRAILER	TRAILER - PONTOON
2009	EMERSON TR-50 SERIES 7 REEL TRAILER	TRAILER - REEL
1993	SAUBER 1521 - 2 REEL / MATERIAL TRAILER	TRAILER - REEL
1993	SAUBER 1521 - SINGLE REEL / MATERIAL TRAILER	TRAILER - REEL
1993	SAUBER 1521 - SINGLE REEL / MATERIAL TRAILER	TRAILER - REEL
2001	TSE INT'L RCSL-4 - 84"x48" SINGLE REEL TRAILER	TRAILER - REEL
2002	TSE INT'L RCSL-4 - 84"x48" SINGLE REEL TRAILER	TRAILER - REEL
2016	TOW MASTER T-30 THREE REEL TRAILER - T/A	TRAILER - REEL
2017	TOW MASTER T-30 THREE REEL TRAILER - T/A	TRAILER - REEL
2014	JTC 8000 SINGLE REEL TRAILER - S/A	TRAILER - REEL
98	WELLS CARGO ENCLOSED UTILITY TRAILER	TRAILER - UTILITY
2003	INTERSTATE TAG-A-LONG TRAILER	TRAILER - UTILITY
2006	LMT GOOSENECK TRAILER	TRAILER - UTILITY
2014	BIG BLUE ENCLOSED TRAILER	TRAILER - UTILITY
2001	ENCLOSED BIG WHITE DIVE TRAILER	TRAILER - UTILITY
2004	ENCLOSED SMALL WHITE TRAILER (OLD U-HAUL)	TRAILER - UTILITY

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2002	FLAT BLACK TRAILER w/18" RAILS	TRAILER - UTILITY
2016	DIAMOND CARGO 8.5 x 20TA TAG-ALONG-TRAILER	TRAILER - UTILITY
2017	TOWMASTER T-30 TRAILER	TRAILER - UTILITY
2018	CUSTOM 15T - 23' FLAT DECK TRAILER W/ 7' BEAVERTAIL	TRAILER - UTILITY
2014	KAUFMAN TL-3400 TRAILER (TR65)	TRAILER - UTILITY
2014	KAUFMAN TL-3400 TRAILER (TR66)	TRAILER - UTILITY
2014	KAUFMAN TL-3400 DECKOVER TRAILER	TRAILER - UTILITY
1985	CROSLEY TAG-ALONG 20' LEVEL DECK TRAILER	TRAILER - UTILITY
2016	FREEDOM 12' ENCLOSED TRAILER	TRAILER - UTILITY
2003	PIKE 8 TON TAG-ALONG TRAILER	TRAILER - UTILITY
2012	HUDSON BROS. HTD20A 20 TON TILT DECK TAG-ALONG TRAILER	TRAILER - UTILITY
2012	HUDSON BROS. HTD20A 20 TON TILT DECK TAG-ALONG TRAILER	TRAILER - UTILITY
2010	HUDSON BROS. HTD18D 10 TON TILT DECK TAG-ALONG TRAILER	TRAILER - UTILITY
1991	ALLEGHENY CT5T 5TON MATERIAL TRAILER	TRAILER - UTILITY
2017	FREEDOM 7X14TA2 - 3.5 TON ENCLOSED TRAILER	TRAILER - UTILITY
2017	AMERICAN HAULER AFX8516TA4 - 6 TON ENCLOSED TRAILER	TRAILER - UTILITY
2017	AMERICAN HAULER AFX8516TA4 - 6 TON ENCLOSED TRAILER	TRAILER - UTILITY
2017	MAXEY C6S 7 TON TAG-ALONG UTILITY TRAILER	TRAILER - UTILITY
2017	DOWN TO EARTH 7' x 16' TAG-ALONG TRAILER	TRAILER - UTILITY
2000	COACH CRAFT FIBERSPLICE ENCLOSED TRAILER - T/A	TRAILER - UTILITY
2015	LARK UNITED MFG. VT612SA ENCLOSED CARGO TRAILER - S/A	TRAILER - UTILITY
2018	DOWN TO EARTH 7 TON TAG-ALONG TRAILER - T/A	TRAILER - UTILITY
	HOMEMADE TAG-ALONG TRAILER	TRAILER - UTILITY
2019	CYNERGY 7X14TA ENCLOSED TRAILER	TRAILER - UTILITY
2019	MAXXD - DOX10222 - 22' UTILITY TRAILER	TRAILER - UTILITY
2019	DOOLITTLE 25' BRUTEFORCE UTILITY TRAILER	TRAILER - UTILITY
2018	VACTRON CV873SGT TRAILER MOUNTED VAC SYSTEM	TRAILER - VAC
2015	VERMEER T755 III COMMANDER TRENCHING MACHINE w/ 12' FOLDING CONVEYOR	TRENCHER
2015	FORD F-750XL ASPHALT DISTRIBUTOR TRUCK	TRUCK - ASPHALT TACK
2009	INTERNATIONAL 7400 TANDEM AXLE w/ TEREX 650-40 MTD AUGER DRILL MOUNTED ON BODY	TRUCK - AUGER
2007	INTERNATIONAL 4200 w/ 18' BOX TRUCK	TRUCK - BOX

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2006	CHEVY C-7500 SERVICE TRUCK w/ ALTEC L42M - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2016	FREIGHTLINER M2-106 UTILITY TRUCK w/ ALTEC AA55 - 55 ' ARTICULATING & TELESCOPIC ONE MAN BUCKET	TRUCK - BUCKET
2003	INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM855-MH - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BOD	TRUCK - BUCKET
2003	INT'L 4300 SERVICE TRUCK w/ ALTEC AM55-MH - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2011	FORD F-550 SERVICE TRUCK w/ ALTEC AT37G - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2009	CHEVY C-8500 SERVICE TRUCK w/ ALTEC L42M - 42 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2004	INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM450 - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2007	INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM855 - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2006	INT'L 7300SFA SERVICE TRUCK w/ ALTEC AM855 - 55 FT. ARTICULATING & TELESCOPIC ONE MAN BUCKET BODY	TRUCK - BUCKET
2018	DODGE RAM 3500 CAB & CHASSIS FOR CABLE PULLER	TRUCK - CABLE PULLER
2019	CHEVY SILVERADO 1500 DBL. CAB P/U	TRUCK - CHEVY 1500
2019	CHEVROLET SILVERADO 1500 DOUBLE CAB P/U	TRUCK - CHEVY 1500
1995	CHEVY SILVERADO 1500 P/U	TRUCK - CHEVY 1500
2007	CHEVY SILVERADO 1500 EXT. CAB P/U	TRUCK - CHEVY 1500
2007	CHEVY SILVERADO 1500 EXT. CAB P/U	TRUCK - CHEVY 1500
2013	CHEVY SILVERADO 1500XLT EXT. CAB P/U	TRUCK - CHEVY 1500
2013	CHEVY SILVERADO 1500 EXT. CAB P/U	TRUCK - CHEVY 1500
2013	CHEVY SILVERADO 1500 CREW CAB P/U	TRUCK - CHEVY 1500
2013	CHEVY SILVERADO 1500 CREW CAB P/U	TRUCK - CHEVY 1500
2012	CHEVY SILVERADO 2500 CREW CAB 4x4	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2019	CHEVROLET SILVERADO 2500 DOUBLE CAB w/ 8' UTIL. BODY	TRUCK - CHEVY 2500
2003	CHEVY SILVERADO 2500HD P/U	TRUCK - CHEVY 2500

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
2003	CHEVY SILVERADO 2500HD P/U	TRUCK - CHEVY 2500
2002	CHEVY 3500 MECHANIC'S TRUCK	TRUCK - CHEVY 3500
2016	CHEVY SILVERADO 3500 CREW CAB 4X4 DRW W/9FT UTILITY BODY	TRUCK - CHEVY 3500
2018	CHEVROLET COLORADO PICK-UP 4X2	TRUCK - CHEVY SMALL
2007	CHEVY COLORADO CREW CAB P/U	TRUCK - CHEVY SMALL
2002	INTERNATIONAL 5500i T/A FLATBED w/ NATIONAL 1300 (30 TON BOOM CRANE)	TRUCK - CRANE
1997	INTERNATIONAL 4900 BOOM TRK. w/ BED WINCH ALTEC D1000-TB	TRUCK - CRANE
2005	FREIGHTLINER M2-106 - 4x4 RACK BODY w/ ALTEC DL42BR - DIGGER DERRICK	TRUCK - DIGGER DERRICK
2005	FREIGHTLINER M2-106 DIGGER DERRICK w/ ALTEC DM45DC	TRUCK - DIGGER DERRICK
2011	INTERNATIONAL 7300SFA - DIGGER DERRICK w/ ALTEC DC47-BR	TRUCK - DIGGER DERRICK
1995	DODGE RAM 2500 P/U	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB P/U 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB P/U 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB P/U 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 2500HD CREW CAB P/U 4x4	TRUCK - DODGE 2500
2017	DODGE RAM 3500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 3500
2017	DODGE RAM 3500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 3500
2017	DODGE RAM 3500HD CREW CAB P/U 4x4	TRUCK - DODGE 3500
2017	DODGE RAM 3500HD CREW CAB SHORT BED RACK BODY 4x4	TRUCK - DODGE 3500
2017	DODGE RAM 3500HD CREW CAB UTILITY TRUCK 4x4	TRUCK - DODGE 3500
2020	PETERBILT 337 SINGLE AXLE MASON DUMP w/7YD GALION BODY	TRUCK - DUMP
2000	FORD F-450 CREW CAB MASON DUMP TRUCK	TRUCK - DUMP
2017	CATERPILLAR CT660L TRI-AXLE DUMP TRUCK - AUTO	TRUCK - DUMP
2017	CATERPILLAR CT660L TRI-AXLE DUMP TRUCK-AUTO	TRUCK - DUMP
2017	CATERPILLAR CT660L TRI-AXLE DUMP TRUCK - MANUAL	TRUCK - DUMP
2017	CATERPILLAR CT660L TRI-AXLE DUMP TRUCK - MANUAL	TRUCK - DUMP
2006	FORD F-750 S/AXLE MASON DUMP	TRUCK - DUMP
1993	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1993	MACK DM690S DUMP TRUCK	TRUCK - DUMP

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EQUIPMENT LIST

YEAR	MAKE/DESCRIPTION	CATEGORY
1993	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1993	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1999	MACK DM690S DUMP TRUCK	TRUCK - DUMP
1999	MACK DM690S DUMP TRUCK	TRUCK - DUMP
2003	MACK DM690S DUMP TRUCK	TRUCK - DUMP
2003	MACK DM690S DUMP TRUCK	TRUCK - DUMP
2018	PETERBILT 337 SINGLE AXLE MASON DUMP w/7YD DEJANA BODY	TRUCK - DUMP
2018	PETERBILT 337 SINGLE AXLE MASON DUMP w/7YD DEJANA BODY	TRUCK - DUMP
2000	FREIGHTLINER FLD11264SD DUMP TRUCK	TRUCK - DUMP
2016	DODGE RAM 5500HD CREW CAB FLATBED TRUCK	TRUCK - FLATBED
2014	ISUZU NPR FLATBED TRUCK	TRUCK - FLATBED
2016	FORD F-150 SUPERCREW 4X4 PLATINUM	TRUCK - FORD F 150
2014	FORD F-150 CREW CAB P/U	TRUCK - FORD F 150
2017	FORD F-150 XLT CREW CAB P/U 4x4	TRUCK - FORD F 150
2018	FORD F-150 REG. CAB PICK UP 4X2	TRUCK - FORD F 150
2018	FORD F-150 REG. CAB PICK UP 4X2	TRUCK - FORD F 150
2016	FORD F-150 CREW CAB 4x4 PICK-UP	TRUCK - FORD F 150
2016	FORD F-150 CREW CAB 4x4 PICK-UP	TRUCK - FORD F 150
2007	FORD F-150 P/U	TRUCK - FORD F 150
2008	FORD F-150 XL EXT. CAB UTILITY TRUCK	TRUCK - FORD F 150
2010	FORD F-150 XL SUPER CAB P/U	TRUCK - FORD F 150
2017	FORD F-250 CREW CAB PICK-UP 4X4	TRUCK - FORD F 250
2018	FORD F-250 CREW CAB PICK-UP 4X4	TRUCK - FORD F 250
2015	FORD F-250 LARIAT - CREW CAB - SHORT BED P/U	TRUCK - FORD F 250
2015	FORD F-250 REG. CAB - LONG BED P/U	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB 4x4 PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 SUPERCAB PICK-UP	TRUCK - FORD F 250
2016	FORD F-250 PLATINUM - CREW CAB - SHORT BED	TRUCK - FORD F 250
2018	FORD F-250 CREW CAB 4x4 "LARIAT" P/U	TRUCK - FORD F 250

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF MARTIN

John Ciabattari, 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.

Ferreira Construction Co Inc.
Firm Name

By: John Ciabattari

Title: John Ciabattari, Vice President

Subscribed and sworn to before me this 25th

day of March, 2025.

Cecilia Hein
Notary Public

My Commission expires: (Seal)

CECILIA R. HEIN
Commission # HH 378794
Expires June 29, 2027

June 29, 2027

END OF SECTION

EXHIBIT "D"
SECTION 012

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. 2025-019 for **Indian River Drive Corridor Improvements**

2. This sworn statement is submitted by Ferreira Construction Co Inc.
(name of entity submitting sworn statement)
whose business address is 13000 SE Flora Avenue, Hobe Sound, FL 33455
and (if applicable) its Federal Employer Identification Number (FEIN) is 22-3334957 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is John Ciabattari my relationship to the entity named above is Vice Presicent.
(please print name of individual signing)

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.)

✓ 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: _____
John Ciabattari, Vice President

Date: March 25, 2025

STATE OF: FLORIDA

COUNTY OF MARTIN

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

John Ciabattari, V.P. who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 25th day of March, 2025.

NOTARY PUBLIC SEAL: CECILIA R. HEIN Commission # HH 378794 Expires June 29, 2027

_____

My commission expires: June 29, 2027

END OF SECTION

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: March 25th, 2025

Official Address
(including Zip Code);

13000 SE Flora Avenue

Hobe Sound, FL 33455

By: _____

John Ciabattari, Vice President
Title

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2025-019

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:

Sixteen thousand Dollars
(Written)

$ 16,000.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Ferreira Construction Co Inc.
(Company Contractor)

By: _____
(Vice President's Signature)

John Ciabattari, Vice President
(President's Typed or Printed Name)

NOTARIZATION

Sworn to and subscribed before me in Martin **County, Florida on the** 25 th **day of** March **2025.**

Notary Public: _____ **(affix seal)** **My Commission Expires:** June 29, 2027

CECILIA R. HEIN
Commission # HH 378794
Expires June 29, 2027

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Ferreira Construction Co 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.

John Ciabattari, V.P Proposer's Signature

March 25, 2025
Date

END OF SECTION

EXHIBIT "D"
SECTION 017

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

BID NO. 2025-019
SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
519-78 - Lighted Bollard	StressCrete/King	StressCrete/King Not in Proposal	$ 10,165.00	$ 0.00
519-78 - Lighted Bollard	StressCrete/King	Ameron/ULS/Signify In Proposal	$ 0.00	$ 0.00
519-79 NonLighted Bollard	StressCrete/King	StressCrete/King Not in Proposal	$ 1,635.00	$ 0.00
519-79 NonLighted Bollard	StressCrete/King	Ameron/ULS In Proposal	$ 0.00	$ 0.00
715-516-315 Light Pole	StressCrete/King	StressCrete/King Not in Proposal	$ 52,585.00	$ 0.00
715-516-315 Light Pole		Ameron/ULS/Signify In Proposal	$ 0.00	$ 0.00
715-11A Rail Luminaire	Core Lighting	Core Lighting Not in Proposal	$ 0.00	$ 0.00
715-11A Rail Luminaire	Core Lighting	Diode LED In Proposal	$ 0.00	$ 0.00
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2025-019

PROJECT TITLE: INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: Ferreira Construction Co Inc.

Corporate Title: Vice President

Address: 13000 SE Flora Avenue,

Hobe Sound, FL 33455
(Zip Code)

By: John Ciabattari (Print name) Ciabattari (Print title)

John Ciabattari, Vice President (Authorized Signature)

Telephone: (772) 286-5123

Fax: (772) 286-5139

State License # General Contractor: CGC1509418 Electrical Contractor: EC13006679 **(ATTACH COPY)**

County License # Martin County # 20065130002 **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: General Contractor and Electrical Contractor (24-00031940)

Unlimited Yes (yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GARCIA, DICTINIO

FERREIRA CONSTRUCTION CO INC
13000 SE FLORA AVE
HOBE SOUND FL 33455

LICENSE NUMBER: CGC1509418

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/04/2024

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.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS' LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HIGGINBOTHAM, ROBERT A

FERREIRA CONSTRUCTION CO. INC.
13000 SE FLORA AVE
HOBE SOUND FL 33455

LICENSE NUMBER: EC13006679

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/03/2024

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.

MARTIN COUNTY BUSINESS TAX RECEIPT

2024 / 2025

EXPIRES: September 30, 2025

Account #:20065130002

Honorable Ruth Pietruszewski
Martin County Tax Collector

Location: 13000 SE FLORA AVE
Business Phone: (772)286-5123
NAICS Code: 233211
State License:
Business Description:
BUILDING CONTRACTOR (CERTIFIED GENERAL CONTRACTC

Business Name FERREIRA CONSTRUCTION CO INC
Business DBA FERREIRA CONSTRUCTION SOUTHERN DIV
Owner Name GARCIA, DICTINIO
FERREIRA CONSTRUCTION CO INC
13000 SE FLORA AVE
HOBE SOUND, FL 33455

This receipt is a local business tax only. This receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

Paid Date **08/26/2024**
Receipt Number
INT-23-00275509

Tax Amount	Transfer Fee	Penalty	Late Penalty	Collection Cost	Total Paid
26.25	0.00	0.00	0.00	0.00	26.25

Ruth Pietruszewski · Martin County Tax Collector

Website: MartinTaxCollector.com
3485 SE Willoughby Blvd. Stuart, FL 34994
Phone: (772)288-5600

To renew your Business Tax Receipt, visit our payment menu at martintaxcollector.com.

Contact our office by email at btdept@martintaxus if any of the following changes occur with your business:

- Business Name
- Ownership
- Physical Location
- Mailing Address
- Closing your Business

Dear Business Owner:

The law requires this 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.

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 each succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent in 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. A $250 penalty will be applied 150 days from the initial notice, plus collection costs.

Annual account notices are mailed on July 1.

Regardless of amount due all receipts must be renewed or delinquent fees will apply.

Do you qualify for an exemption? Visit our website https://martintaxcollector.com/local-business-tax/ for details on Business Tax Receipt Exemptions. An application is required.

If you have any questions please contact our office at btdept@martintax.us or (772)288-5600.

MARTIN COUNTY BUSINESS TAX RECEIPT

2024 / 2025

EXPIRES: September 30, 2025 **Account #:**20230941

Honorable Ruth Pietruszewski
Martin County Tax Collector

Location: 13000 SE FLORA AVENUE
Business Phone: (772) 286-5123
NAICS Code: 283201
State License: HIGGINBOTHAM, ROBERT AEC13008679
Business Description:
ELECTRICAL CONTRACTOR (ELECTRICAL CONTRACTOR)

Business Name FERREIRA CONSTRUCTION COMPANY INC
Business DBA
Owner Name FERREIRA CONSTRUCTION COMPANY INC
FERREIRA CONSTRUCTION COMPANY INC
13000 SE FLORA AVENUE
HOBE SOUND, FL 34986

This receipt is a local business tax only. This receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

Paid Date **08/26/2024**
Receipt Number
INT-23-00275509

Tax Amount	Transfer Fee	Penalty	Late Penalty	Collection Cost	Total Paid
26.25	0.00	0.00	0.00	0.00	26.25

Ruth Pietruszewski · Martin County Tax Collector

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If you have any questions please contact our office at btdept@martintax.us or (772)288-5600.

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS
BID NO. 2025-019

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
City of West Palm Beach	Clear Lake Trail & Shoreline	Mr. Daniel Roberge, P.E	(561) 494-4053
401 Clematis Street			
West Palm Beach, FL 33401			
Straticon LLC	Rio Marine Village Seawalls	Mr. Connor McNamara, P.M.	(772) 210-0200
1515 S. Federal Hwy #401			
Boca Raton, FL 33432			
The Robins & Morton Group	Jupiter Medical Center	Mr. Jason Mercer, P.M.	(904) 687-8646
6205 Blue Lagoon Drive			
Miami, FL 33125			
City of Port St. Lucie	Port District - Pioneer Park	Ms. Jennifer Davis, P.M.	(772) 344-4342
121 SW Port St. Lucie Blvd. Suite 390			
Port St. Lucie FL 34984			
Martin County	S. Jensen Heights-NE Elaine	Mr. Keith Baker, P.E.	(772) 288-5777
2401 S.E. Monterey Road			
Stuart, FL 34995 34996			

END OF SECTION

E-VERIFY
FORT PIERCE, FLORIDA

PROJECT: **INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS**

Bid No.: 2025-019

Project Description:

The reconstruction of 2,151 LF of Indian River Drive roadway situated between Seaway Drive (SR A1A) and Avenue A. Construction includes a new bridge at Moore's Creek, storm drainage improvements, water and sewer improvements, sidewalks, curb and gutter, driveway aprons, complete roadway rebuild, on-street parking, landscaping, irrigation, decorative lighting, brick paver crosswalks, pedestrian area, and ADA upgrades.

In addition to the aforementioned Indian River Drive construction, the project also includes reconstruction of 631 LF along AE Backus Avenue between N. 2nd Street and Indian River Drive. This construction includes new roadway, curb and gutter, sidewalks, driveway aprons, ADA upgrades, drainage improvements,

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: Ferreira Construction Co Inc.

Authorized Signature: _____ John Ciabattari Title: Vice President

Date: March 25, 2025

END OF SECTION

State of Florida
Department of State

I certify from the records of this office that FERREIRA CONSTRUCTION CO. INC. is a New Jersey corporation authorized to transact business in the State of Florida, qualified on April 9, 2004.

The document number of this corporation is F04000001981.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 7, 2025, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of February, 2025

Secretary of State

Tracking Number: 4458905547CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Client#: 353923 FERRECONST

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/25/2024

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

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

PRODUCER	CONTACT NAME: Breffni McEntee
Conner Strong & Buckelew 32 Old Slip, Suite 3204 New York, NY 10005	PHONE (A/C, No, Ext): 646-891-4981 FAX (A/C, No): 646-843-3936 E-MAIL ADDRESS: bmcentee@connerstrong.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Co.	23035
INSURER B : AXIS Surplus Insurance Company	26620
INSURER C : Trisura Specialty Insurance Company	16188
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ferreira Construction Co, Inc. dba
Ferreira Construction Southern Division
13000 SE Flora Avenue
Hobe Sound, FL 33455

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 INSR	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 X LOC OTHER:			TB2631510814024	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			AS2631510814014	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			P00100376214801	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE	$3,000,000 $3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WA263D510814034	07/01/2024	07/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Excess Liability			123AEFFFCC012024	07/01/2024	07/01/2025	$10M Occ. / $20M Agg.	

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

Coverage: Contractors Professional & Pollution Liability
Carrier: Berkley Assurance Company (NAIC #39462)
Effective: 07/01/2024 to 07/01/2025
Policy #: PCAB50253110724
Limits: Contractors Professional = $10,000,000 Each Claim & Aggregate
(See Attached Descriptions)

CERTIFICATE HOLDER

St Lucie County Contractor Licensing
2300 Virginia Avenue
Fort Pierce, FL 34982

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

W. Michael Trapnell

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DESCRIPTIONS (Continued from Page 1)

Pollution = $10,000,000 Each Claim & Aggregate
Policy Aggregate Limit = $10,000,000

RE: Contractor License St. Lucie County is an Additional Insured on the above-referenced Commercial General Liability and Automobile Liability Policies if required by written contract. Excess Liability Policy follows form.

Public License Information

License Number:
23-00031940
Location ID:
999999997
Business Control:
0049068

Business Information

Business Name:
FERREIRA CONSTRUCTION SOUTHER DIVISION CO., INC.
Business Address:
LICENSE ADDRESS FT PIERCE FL 34950
Mailing Address:
13000 SE FLORA AVENUE HOBE SOUND FL 33455
Owner Name:

Date Opened:
05/21/2020
Business Phone:
(772) 286-5123
Contractor Flag:
Y
Type of Ownership:
CP
Status:
Active

Business Officers

No officers are listed for this business.

License Information

Classification:
ELEC - ELECTRICAL CONT. (CERTIFIED)
License Status, Date:
RENEWED, 09/11/2023
Application Issue Date:
09/02/2022, 09/07/2022

Public License Information

License Number:
23-00033425
Location ID:
999999997
Business Control:
0049068

Business Information

Business Name:
FERREIRA CONSTRUCTION SOUTHER DIVISION CO., INC.
Business Address:
LICENSE ADDRESS FT PIERCE FL 34950
Mailing Address:
13000 SE FLORA AVENUE HOBE SOUND FL 33455
Owner Name:

Date Opened:
05/21/2020
Business Phone:
(772) 286-5123
Contractor Flag:
Y
Type of Ownership:
CP
Status:
Active

Business Officers

No officers are listed for this business.

License Information

Classification:
GNCG - GENERAL CONTRACTOR (CERTIFIED)
License Status, Date:
RENEWED, 09/15/2023
Application Issue Date:
07/21/2022, 07/22/2022

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 23, 2024

FERREIRA CONSTRUCTION CO., INC.
31 TANNERY ROAD
BRANCHBURG, NEW JERSEY 08876

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

FDOT APPROVED WORK CLASSES:
COMPUTERIZED TRAFFIC CONTROL, DRAINAGE, ELECTRICAL WORK, FLEXIBLE PAVING, GRADING, HOT PLANT-MIXED BITUM. COURSES, INTELLIGENT TRANSPORTATION SYSTEMS, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, R&R MINOR BRIDGES, ROADWAY SIGNING, SIDEWALK, TRAFFIC SIGNAL, Concrete rehab(spall repairs), Curb & Gutter, Dredging, Driving steel sheet pile, Epoxy injection, Fender System, Joint & crack sealing, Pile driving, Pile jackets, Pipeline & cable installation, Retaining wall, Rip rap, Seawall.

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2025**.

In accordance with Section 337.14(4), Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

September 5, 2024

Therese Cucco
Ferreira Construction Company, Inc.
13000 SE Flora Avenue
Hobe Sound, FL 33455

Dear Therese,

Effective September 5, 2024, Ferreira Construction Company, Inc., is prequalified to bid on the Florida Department of Environmental Protection, Bureau of Design and Construction's projects that require state licenses. This prequalification expires on August 31, 2026.

If you have any questions regarding this prequalification please feel free to contact Laurinda Micheels by phone at (850) 245-2781 or via email at Laurinda.Micheels@FloridaDEP.gov.

Sincerely,

Ralph M Perkins

Digitally signed by Ralph M Perkins
Date: 2024.09.05 13:06:01 -04'00'

Ralph Perkins, FCCM
Program Administrator
Bureau of Design and Construction

Client#: 353923 FERRECONST

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2024

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

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

PRODUCER	CONTACT NAME: Breffni McEntee	
Conner Strong & Buckelew 32 Old Slip, Suite 3204 New York, NY 10005	PHONE (A/C, No, Ext): 646-891-4981	FAX (A/C, No): 646-843-3936
	E-MAIL ADDRESS: bmcentee@connerstrong.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Mutual Fire Insurance Co.	23035
INSURED Ferreira Construction Co, Inc. dba Ferreira Construction Southern Division 13000 SE Flora Avenue Hobe Sound, FL 33455	INSURER B : AXIS Surplus Insurance Company	26620
	INSURER C : Trisura Specialty Insurance Company	16188
	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 INSR	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 X LOC OTHER:			TB2631510814024	07/01/2024	07/01/2025	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			AS2631510814014	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			P00100376214601	07/01/2024	07/01/2025	EACH OCCURRENCE	$3,000,000
							AGGREGATE	$3,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WA263D510814034	07/01/2024	07/01/2025	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Excess Liability			123AEFFFCC012024	07/01/2024	07/01/2025	$10M Occ. / $20M Agg.	

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

RE:Evidence of Insurance for City Competency Card

City of Fort Pierce is an Additional Insured on the above-referenced Commercial General Liability Policy if required by written contract. A waiver of subrogation applies as required by written contract and permitted by law.

CERTIFICATE HOLDER	CANCELLATION
City of Fort Pierce 100 N US Hwy 1 Ft. Pierce, FL 34950	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 W. Michael Traynor

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FERREIRA

CORPORATE RESOLUTION

UNANIMOUS WRITTEN CONSENT OF THE PRESIDENT OF FERREIRA CONSTRUCTION CO., INC.
IN LIEU OF A MEETING

The undersigned, being the sole Director of FERREIRA CONSTRUCTION CO., INC. a New Jersey corporation (the "Corporation"), pursuant to the provisions of Section 14A:6-16, Corporations, General of the New Jersey Statutes, hereby consents in writing to the adoption of, and does hereby adopt, the following resolutions, to be effective as though adopted by the President of the Corporation at a meeting duly called and held:

LET IT BE RESOLVED that the following persons are officers of the Corporation, the same to serve at the pleasure of the Board:

President: Nelson Ferreira
Senior Vice President/ CFO: Jerry Killian
Senior Vice President: Dictinio Garcia
Senior Vice President: Nancy Vliet
Senior Vice President: Brian Delpome
Vice President of Stuart, Florida Operations: John Ciabattari
Vice President of Medley, Florida Operations: Danny Garcia
Vice President of Ferreira Coastal Operations: Brandon Pensick
Vice President of Electrical, Southern Division: Robert Higginbotham
Chief Operating Officer of Ferreira Northeast Coastal Operations: Al Marsocci
Secretary/Treasurer: Luis Pacheco

LET IT BE FURTHER RESOLVED, the officers of Ferreira Construction Co., Inc. have authority to sign all contracts and bind the corporation.

IN WITNESS WHEREOF, I have set my hand on this 13th day of June 2023

Nelson Ferreira, President/CEO Ferreira Construction Co., Inc.

THERESE CUCCO
NOTARY PUBLIC OF NEW JERSEY
Commission # 2408067
My Commission Expires 5/2/2028

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	GENERAL NOTES
4 - 5A	SUMMARY OF PAY ITEMS
6 - 7	TYPICAL SECTION
8	PROJECT LAYOUT
9 - 13	INDIAN RIVER DRIVE PLAN SHEET
14	AE BACKUS AVENUE PLAN SHEET
15 - 16	DRAINAGE STRUCTURES
17 - 19	INDIAN RIVER DRIVE PROFILE SHEET
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29 - 46	INDIAN RIVER DRIVE CROSS SECTIONS
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67	AE BACKUS AVENUE EROSION CONTROL
68 - 69A	HARDSCAPE / LANDSCAPE GENERAL NOTES
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75 - 79	INDIAN RIVER DRIVE HARDSCAPE / LIGHTING
80	AE BACKUS AVENUE HARDSCAPE / LIGHTING
81 - 82	LIGHTING DETAILS
83	OMITTED
84 - 85	INDIAN RIVER DRIVE IRRIGATION GENERAL NOTES
86 - 90	INDIAN RIVER DRIVE IRRIGATION
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B-4	BRIDGE TYPICAL SECTION
B-5	FOUNDATION LAYOUT
B-6	PILE DATA TABLE
B-7 - B-10	WALL PANEL DETAILS
B-11 - B-12	END BENT 1 LAYOUT
B-13 - B16	END BENT 1 DETAILS
B-17	END BENT 2 LAYOUT
B-18 - B20	END BENT 2 DETAIL
B-21	FRAMING PLAN
B-22	FINISH GRADE ELEVATIONS
B-23	TABLE OF BEAM VARIABLES
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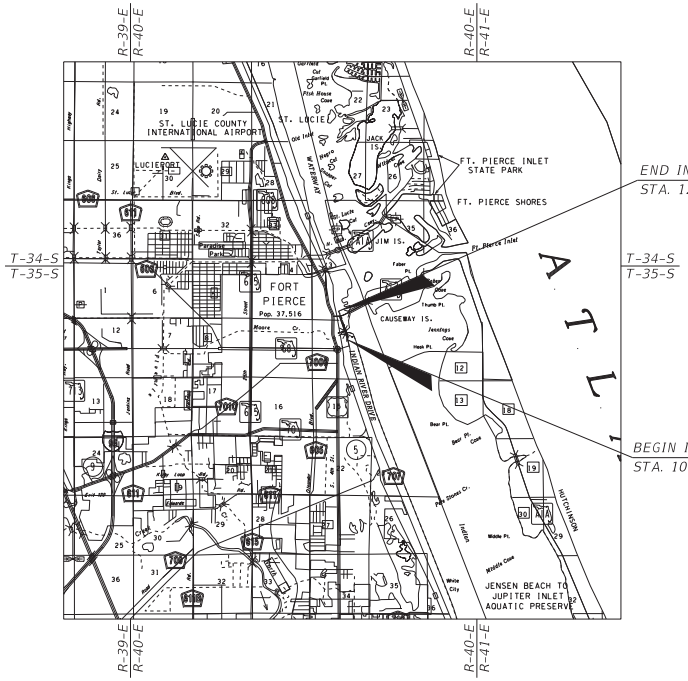
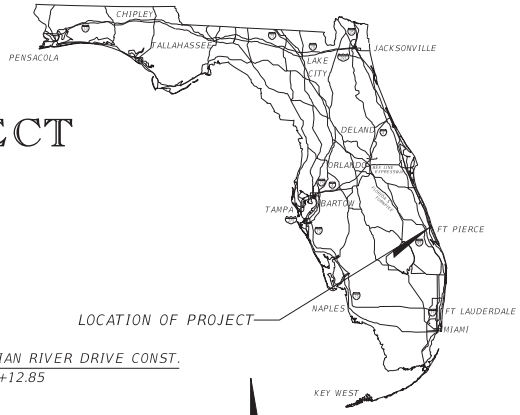
WR-5	WALL PANEL SPALL REPAIR DETAILS
WR-6	SPALL REPAIR DETAILS
WR-7	TECHNICAL SPECIAL PROVISION (TSP) - T401

CONTRACT PLANS

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS PROJECT





END INDIAN RIVER DRIVE CONST.
STA. 122+12.85

BEGIN INDIAN RIVER DRIVE CONST.
STA. 100+61.93

PREPARED FOR:

CITY OF FORT PIERCE

PLANS PREPARED BY:

Kimley»Horn

445 24TH STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
PROJECT NUMBER: 047922025
REGISTRY NO. 35106

GOVERNING STANDARDS AND SPECIFICATION
FLORIDA DEPARTMENT OF TRANSPORTATION
DESIGN STANDARDS FY 2022-23
AND STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION DATED JANUARY 2022.
AS AMENDED BY CONTRACT DOCUMENTS.

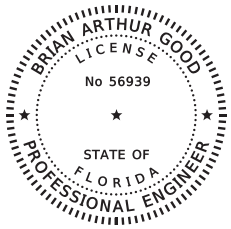
NOTE: THE SCALE OF THESE PLANS MAY
HAVE CHANGED DUE TO REPRODUCTION.

BID PLANS
DECEMBER 2024

ROADWAY PLANS
ENGINEER OF RECORD: BRIAN GOOD

P.E. NO.: 56939

SHEET NO.
1



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:



PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS.

BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH 61G15-23.004. F.A.C.

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENT PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	GENERAL NOTES
4 - 5A	SUMMARY OF PAY ITEMS
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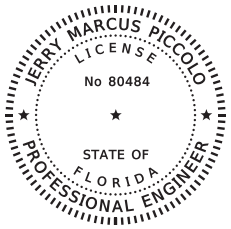

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:



PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS.

JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 840-0227
REGISTRY No. 35106

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH 61G15-23.004. F.A.C.

INDIAN RIVER DRIVE CORRIDOR BRIDGE PLANS

SHEET NO.	SHEET DESCRIPTION
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B-4	BRIDGE TYPICAL SECTION
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B-6	PILE DATA TABLE
B-7 - B-10	WALL PANEL DETAILS
B-11 - B-12	END BENT 1 LAYOUT
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WR-4	CRACK REPAIR DETAILS
WR-5	WALL PANEL SPALL REPAIR DETAILS
WR-6	SPALL REPAIR DETAILS
WR-7	TECHNICAL SPECIAL PROVISION (TSP) - T401

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn

BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

SIGNATURE SHEET

SHEET NO. 2

GENERAL NOTES

1. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO APPLICABLE STANDARDS AND SPECIFICATIONS OF THE CITY OF FORT PIERCE, FLORIDA STANDARD CONTRACT DOCUMENTS AND SPECIFICATIONS FOR PUBLIC WORK PROJECTS, LATEST ISSUE AND FDOT STANDARD SPECIFICATIONS AND PLANS FOR ROAD CONSTRUCTION, LATEST ISSUE.

2. CONSTRUCTION DETAILS SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST ISSUE.

3. THE INFORMATION PROVIDED IN THESE DRAWINGS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF CONDITIONS WHICH WILL BE ENCOUNTERED DURING THE COURSE OF WORK. THE CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT WHATEVER INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSION REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH BIDS WILL BE BASED.

4. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF THE PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND OTHER FEATURES AFFECTING HIS/HER WORK PRIOR TO CONSTRUCTION, AND NOTIFY THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT IMMEDIATELY WHEN CONFLICT BETWEEN DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED. THE CONTRACTOR SHALL WORK AS NEEDED TO AVOID CONFLICT WITH EXISTING UTILITIES (NO ADDITIONAL COST SHALL BE PAID FOR THIS WORK). EXISTING UTILITIES SHALL BE MAINTAINED IN SERVICE DURING CONSTRUCTION UNLESS OTHERWISE APPROVED BY THE UTILITY OWNER.

PRE-TRENCHING IN THE ALIGNMENT AND GRADE OF PROPOSED PIPES, STRUCTURES, CONDUITS AND/OR SUB-GRADE SHALL BE PERFORMED FOURTEEN DAYS IN ADVANCE OF ITS CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE UNDERGROUND UTILITY OWNERS AND THE CITY WITH A FOURTEEN DAY ADVANCE NOTICE OF ANY CONFLICT WITH PROPOSED CONSTRUCTION. PAYMENT FOR PRE-TRENCHING, SURVEY, AND BACKFILLING SHALL BE INCLUDED IN THE UNIT COST OF THE RELATED BID ITEM FOR WORK BEING DONE.

5. THE CONTRACTOR SHALL COORDINATE WITH UTILITIES TO ARRANGE RELOCATION AND TEMPORARY SUPPORT OF UTILITY FEATURES, ETC. AS NECESSARY TO COMPLETE THE WORK.

6. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT ANY AND ALL EXISTING UTILITIES ON THIS PROJECT. THE CONTRACTOR WILL RECEIVE NO DIRECT PAYMENT TO SUPPORT AND/OR PROTECT ANY AND ALL UTILITIES. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE UNIT COST OF THE RELATED BID ITEM FOR WORK BEING DONE.

7. THE CONTRACTOR SHALL GIVE AT LEAST 48 HOURS NOTICE TO UTILITY COMPANIES TO PROVIDE FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES IN ADVANCE OF CONSTRUCTION. CONTACT UTILITIES NOTIFICATION CENTER AT 1-800-432-4770.

8. THE CONTRACTOR IS REQUIRED TO OBTAIN ALL APPLICABLE CONSTRUCTION PERMITS PRIOR TO START OF CONSTRUCTION.

9. THE CONTRACTOR SHALL NOTIFY THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT AND CITY'S FIELD REPRESENTATIVE, AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.

10. THE CONTRACTOR SHALL CONTACT THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT AND CITY'S FIELD REPRESENTATIVE IMMEDIATELY OF ANY CONFLICT ARISING DURING CONSTRUCTION OF ANY IMPROVEMENTS SHOWN ON THESE DRAWINGS.

11. B.M. DATA IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).

ANY NAVD 88 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED.
IF IN DANGER OF BEING DAMAGE, NOTIFY:
GEODETIC INFORMATION CENTER
ATTN: MARK MAINTENANCE SECTION N/CG-162
6001 EXECUTIVE BLVD.
ROCKVILLE MARYLAND 20852

12. EXISTING SECTION CORNERS AND ¼ SECTION CORNERS, AND OTHER LAND MARKERS OR MONUMENTS LOCATED WITHIN PROPOSED CONSTRUCTION ARE TO BE REFERENCED BY THE CONTRACTOR PRIOR TO CONSTRUCTION AND RESET AFTER CONSTRUCTION USING REGISTERED LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA.

13. STORM SEWER PIPE LENGTHS SHOWN ARE APPROXIMATE, AND MAY BE ADJUSTED AS REQUIRED UPON APPROVAL BY THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT.

14. INSTALLATION OF ALL STORM SEWERS, INLETS, MANHOLES AND APPURTENANCES SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT AS INDICATED ON THE DRAWINGS. ALL REINFORCED CONCRETE PIPE SHALL BE CLASS III PIPE.

15. ALL CATCH BASINS AND PIPE INVERTS SHALL BE AS INDICATED ON THE DRAWINGS. ALL PROPOSED DRAINAGE STRUCTURES ARE TO INCLUDE A 2 FT SUMP BELOW THE LOWEST IDENTIFIED PIPE INVERT, UNLESS EXPLICITY IDENTIFIED BOTTOM ELEVATION.

16. CONTRACTOR SHALL ADJUST ALL UTILITY LIDS AND COVERS TO FINISHED GRADE AS REQUIRED.

17. ALL COMPLETED DRAINAGE STRUCTURES SHALL BE PROTECTED FROM CONTAMINATION BY SILT AND CONSTRUCTION DEBRIS. THE CONTRACTOR SHALL PLACE PLYWOOD ON, OR FILTER FABRIC BETWEEN FRAME AND INLET GRATE UNTIL CONSTRUCTION OPERATIONS ARE COMPLETED. ALL DRAINAGE STRUCTURES (EXISTING AND PROPOSED) WITHIN PROJECT LIMITS SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE UNIT COST OF THE RELATED BID ITEM FOR WORK BEING DONE.

18. ALL ROAD CROSSINGS ARE OPEN CUT UNLESS OTHERWISE NOTED ON THE DRAWINGS.

19. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZING EARTH, DRIVEWAYS, SIDEWALKS, ETC. WITH THE SAME TYPE OF MATERIAL THAT WAS REMOVED DURING CONSTRUCTION OR AS DIRECTED BY THE CITY OF FORT PIERCE FIELD ENGINEER. MATERIAL SHALL BE CONSISTENT WITH FDOT STANDARD SPECIFICATIONS.

20. THE CONTRACTOR SHALL NOT ENCROACH INTO PRIVATE PROPERTY WITH PERSONNEL, MATERIAL OR EQUIPMENT WITHOUT WRITTEN PERMISSION FROM THE PROPERTY OWNER.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE, REMOVAL OR MODIFICATION, ACCIDENTALLY OR PURPOSELY, CAUSED TO ANY IRRIGATION SYSTEMS, PRIVATE OR PUBLIC. THE CONTRACTOR SHALL REPLACE ANY DAMAGED, REMOVED, OR MODIFIED IRRIGATION PIPES, SPRINKLER HEADS OR OTHER PERTINENT APPURTENANCES AT NO ADDITIONAL COST.

22. REGARDING MAIL BOXES, WALLS, FENCES, SECURITY GATE TRACKING, OR OTHER PRIVATE PROPERTY OR IMPROVEMENTS THAT SHALL BE TEMPORARILY RELOCATED AND REPLACED, THE CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE OWNER. ANY AND ALL COSTS ASSOCIATED WITH COORDINATING, REMOVING, AND REPLACING ANY PROPERTY ITEMS SHALL BE INCLUDED IN THE UNIT COST OF THE RELATED BID ITEM FOR WORK BEING DONE.

23. CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC IN ACCORDANCE WITH FDOT INDEX 120 SERIES, MUTCD AND THESE PLANS. THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES VEHICULAR AND PEDESTRIAN ACCESS TO ALL RESIDENCES AND/OR BUSINESS.

24. NO TREES ARE TO BE REMOVED OR RELOCATED WITHOUT PRIOR APPROVAL FROM THE CITY OF FORT PIERCE FIELD ENGINEER.

25. COMPLETE 'AS-BUILT' INFORMATION RELATIVE TO LOCATION, SIZE AND DEPTH OF NEW PIPES, MANHOLES, INLETS, ETC., SHALL BE ACCURATELY RECORDED BY THE CONTRACTOR AND SUBMITTED (SIGNED AND SEALED BY A FLORIDA CERTIFIED P.LS.) TO THE CITY OF FORT PIERCE, ENGINEERING DEPARTMENT AND FDOT PRIOR TO FINAL ACCEPTANCE OF THE WORK. ALL RECORD INFORMATION ON EXISTING UTILITY CROSSINGS ENCOUNTERED DURING CONSTRUCTION, INCLUDING BUT NOT LIMITED TO PIPES, INLETS, MANHOLE, ETC., SHALL BE RECORDED BY A FLORIDA REGISTERED SURVEYOR AND SHOWN ON THE RECORD DRAWINGS. THE COST OF SIGNED AND SEALED AS-BUILTS SHALL BE INCLUDED IN OVERALL BID AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED.

26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE INTEGRITY OF AND MAKING THE REPAIRS OF EXISTING PAVEMENT, SIDEWALKS, PIPES, CONDUITS, CURBS, CABLES, ETC., WHETHER OR NOT SHOWN ON THE PLANS DAMAGED AS A RESULT OF THE CONTRACTORS OPERATIONS AND/OR THOSE OF HIS SUBCONTRACTORS, AND SHALL RESTORE THEM PROMPTLY AT NO ADDITIONAL EXPENSE TO THE OWNER OR THE CITY OF FORT PIERCE. CONTRACTOR SHALL REPORT ANY DAMAGE TO SIDEWALK, DRIVEWAY, ETC., PRIOR TO BEGINNING WORK IN ANY AREA.

27. ALL DRAINAGE PIPES SHALL BE APPROVED BY CITY OF FORT PIERCE ENGINEERING DEPARTMENT. THE CONTRACTOR SHALL CONSTRUCT A FILTER FABRIC JACKET AT ALL PROPOSED STORM SEWER JOINTS AS PER FDOT STANDARD SPECIFICATION SECTION 430. COST OF FILTER FABRIC JACKET SHALL BE INCLUDED IN UNIT PIPE COSTS. ANY DRAINAGE PIPES WITHIN FDOT RIGHT OF WAY, PER FDOT STANDARD SPECIFICATIONS WILL INCLUDE VIDEO INSPECTIONS. VIDEOS SHALL BE PROVIDED TO THE DEPARTMENT SUCH THAT THEY HAVE ENOUGH TIME TO REVIEW PRIOR TO THE WALK THROUGH.

28. EXISTING DRAINAGE STRUCTURES AND CULVERTS WITHIN THE PROJECT LIMITS ARE TO BE REMOVED UNLESS OTHERWISE NOTED.

29. NO EXISTING BASE MATERIAL REMOVED IN EXCAVATION SHALL BE REUSED AS PROPOSED BASE MATERIAL.

30. STAGING AND MATERIAL STORAGE SHALL NOT BE CONDUCTED ON ABUTTING PRIVATE PROPERTY WITHOUT WRITTEN APPROVAL FROM THE OWNER OR WITHIN FDOT R/W. STAGING AND STORAGE SHALL BE CONDUCTED WITHIN PUBLIC R/W, AND/OR CONSTRUCTION EASEMENTS (ACCESS LICENSE AGREEMENTS).

31. EXISTING UTILITY CONTACT INFORMATION:

UTILITY COMPANY	CONTACT	PHONE NUMBER	ADDRESS
AT&T	MARK LINSCOTT	321-419-9875	6628 LAKESIDE RD WEST PALM BEACH, FL 33411
COMCAST CABLE	BOBBY MCROY JUDE RENE	561-325-2986 561-598-9407	1401 NORTH POINT PKWY WEST PALM BEACH, FL 33407
FPUA WATER/SEWER	LUGEY DAWSON	772-466-1600 EXT. 3428	1701 S 37TH ST FORT PIERCE, FL 34947
FPUA ELEC/GAS	ERIC MEYER	772-466-1600 EXT. 6305	1701 S 37TH ST FORT PIERCE, FL 34947
CENTURY LINK	CENTURYLINK TEAM	877-366-8344 EXT:2	1025 ELDORADO BLVD BROOMFIELD, CO 80021
INVESTIGATIONS TEAM		800-624-9675	400 INTERNATIONAL PKWY RICHARDSON, TX 75081
AT&T	KEVIN TALECKI MIKE GAMBOA	610-200-3365	2901 W BUSCH BLVD. SUITE 711 TAMPA, FL 33618
SPRINT	JON BAKER	352-409-5095	360 S LAKE DESTINY SUITE A ORLANDO, FL 32810

32. EROSION CONTROL MEASURES SHALL BE TAKEN BY CONTRACTOR DURING CONSTRUCTION AS PER FDOT STANDARDS:

A. SILT FENCE SHALL BE INSTALLED ALONG THE ENTIRE PERIMETER OF THE PROJECT ADJACENT TO ANY SOIL DISTURBING ACTIVITIES.

B. ALL DRAINAGE STRUCTURES ARE TO BE PROTECTED DURING CONSTRUCTION PER FDOT STANDARDS.

C. ALL FENCING, GRADING, SIGNING AND SODDING SHALL BE MAINTAINED DURING THE CONTRACT LIFE. ALL DAMAGED WORK SHALL BE RESTORED AT NO COST TO THE CITY.

33. ALL EXISTING MAILBOXES WITHIN LIMITS OF CONSTRUCTION SHALL BE RELOCATED IN ACCORDANCE WITH CITY AND POSTAL CODES.

34. NON-STRUCTURAL CONCRETE UTILIZED IN CURB AND GUTTER, SIDEWALK AND URBAN FLARED TURNOUT CONSTRUCTION SHALL CONSIST OF 3000 PSI FIBER REINFORCED MIX.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

GENERAL NOTES

SHEET NO. 3

SUMMARY OF PAY ITEMS

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY
	ROADWAY PAY ITEMS		
101-1	MOBILIZATION / DEMOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-2	PREVENTION, CONTROL, & ABATEMENT OR EROSION & WATER POLLUTION	LS	1
110-1-1	STANDARD CLEARING & GRUBBING	AC	5.2
120-1	REGULAR EXCAVATION	CY	4229
120-6	EMBANKMENT	CY	6547
160-4	TYPE "B" STABILIZATION	SY	13437
285-709	OPTIONAL BASE GROUP 9 (10" THICK)	SY	8465
327-70-1	MILLING EXISTING PAVEMENT (1.0" AVG DEPTH)	SY	247
334-1-53	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-9.5) (TRAFFIC C) (PG 76-22) (1")	TN	504
334-1-53A	SUPERPAVE ASPHALTIC CONCRETE (TYPE SP-12.5) (TRAFFIC C) (PG 76-22) (2")	TN	975
350-3-204	CEMENT CONCRETE PAVEMENT (STAMPED CROSSWALK) (6" THICK)	SY	80
400-0-11	CLASS NS CONCRETE (GRAVITY WALL) (SCHEME 1)	CY	18.2
400-0-12	CLASS NS CONCRETE (SEATWALL)	CY	41
400-0-13	CLASS NS CONCRETE (CONCRETE STEPS)	CY	2.8
425-1-201	CURB INLET (TYPE P-9) (<10')	EA	25
425-1-203	CURB INLET (TYPE J-9) (<10')	EA	2
425-1-211	CURB INLET (TYPE P-10) (<10')	EA	1
425-1-213	CURB INLET (TYPE J-10) (<10')	EA	1
425-1-331	CURB INLET (TYPE P-3) (<10')	EA	4
425-1-341	CURB INLET (TYPE P-4) (<10')	EA	3
425-1-521	DITCH BOTTOM INLET (TYPE C) (<10')	EA	7
425-1-711	VALLEY GUTTER INLET (<10') (P-BOTTOM)	EA	2
425-1-712	VALLEY GUTTER INLET (<10') (J-BOTTOM)	EA	1
425-2-41A	MANHOLE (P-7) (<10') (W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	13
425-2-71A	MANHOLE (J-7) (<10') (W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	4
425-5-1A	MANHOLE (UTILITIES) ADJUST (W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	7
425-6	VALVE BOX ADJUST	EA	12
425-11	MODIFY EXIST. DRAINAGE STRUCTURE	EA	3
430-175-115	PIPE CULVERT (15" RCP) (CL III)	LF	21
430-175-118	PIPE CULVERT (18" RCP) (CL III)	LF	1499
430-175-124	PIPE CULVERT (24" RCP) (CL III)	LF	1368
430-175-124A	PIPE CULVERT (24" CAP) (12 GAUGE) (ULTRA-FLO)	LF	182
430-175-215	PIPE CULVERT (12"x18" ERCP) (CL III)	LF	42
430-175-218	PIPE CULVERT (14"x23" ERCP) (CL III)	LF	200
430-175-224	PIPE CULVERT (19"x30" ERCP) (CL III)	LF	21
430-830	PLUG AND PRESSURE GROUT PIPE OUT OF SERVICE	CY	239
440-73-2	6" HDPE UNDERDRAIN PIPE	LF	797
515-1-2	PIPE HANDRAIL - GUIDERAIL W/ HANDRAIL (ALUMINUM)	LF	80
520-1-10	CONCRETE CURB & GUTTER (TYPE F)	LF	4781
520-2-4	CONCRETE CURB (TYPE D)	LF	1667
520-3	CONCRETE VALLEY GUTTER	LF	855
520-2-115	CONCRETE HEADER CURB	LF	1461
522-1	CONCRETE SIDEWALK (3,000 PSI MIN. W/ FIBER) (1.0 LB/SY) (4" THICK)	SY	1307
522-1A	CONCRETE SIDEWALK (W/ BRICK BANDING) (3,000 PSI MIN. W/ FIBER) (1.0 LB/SY) (4" THICK)	SY	3856
522-2	CONCRETE SIDEWALKS & DRIVEWAYS (3000 PSI W/ FIBER) (1.5 LB/SY) (6" THICK)	SY	495
526-1-1	ARCHITECTURAL PAVERS (ROADWAY) (PLAZA) (W/ 6" THICK CONC. SUB-SLAB)	SY	1045
526-1-2	ARCHITECTURAL PAVERS (SIDEWALK) (REMOVE & RESET)	SY	120
526-1-3	PERVIOUS PAVERS (F&I)	SY	2206
527-2A	DETECTABLE WARNING DOMES (F&I) (PAVERS)	SF	674
530-3-8	RIPRAP-RUBBLE (REMOVE EXISTING AND REINSTALL)	CY	26
751-38-13	CONCRETE BENCH (BOOMERANG BENCH)	EA	2
999-2A	RECORD / AS-BUILT DRAWINGS (ROADWAY & DRAINAGE)	LS	1

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY
	LANDSCAPE PAY ITEMS		
162-1-3	PREPARED SOIL LAYER (SUPPLEMENTAL TOP SOIL) (DEPTH VARIES)	CY	500
570-1-2	PERFORMANCE TURF (SOD)(FLORATAM)	SY	3200
570-1-2A	PERFORMANCE TURF (SOD)(BAHIA)	SY	225
570-1-2B	PERFORMANCE TURF (SOD)(ARACHIS GLABRATA 'ECCTURF' / PERENNIAL PEANUT)	SY	321
580-1-9	MULCH (FLORIMULCH) (4" THCK)	SY	154
580-4-555	ROYSTONEA REGIA / ROYAL PALM (17-20' G.W.)	EA	12
580-4-556	PHOENIX SYLVESTRIS / WILD DATE PALM (16'-18' HT)	EA	3
580-7-107	MUHLENBERGIA CAPILLARIS / PINK MUHLY (24" HT MIN.)	EA	1312
580-7-147	CLUSIA RODEA 'NANA' / CLUSIA NANA (18" HT MIN., 18" SPR MIN.)	EA	195
580-7-177	CHRYSOBALANUSICACO 'RED TIP' / RED TIP COCOPLUM (30" HT MIN., 36" SPR MIN.)	EA	175
580-7-257	FICUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FICUS (18" HT MIN., 18" SPR MIN.)	EA	2133
580-7-707	BOUGAINVILLEA 'HELEN JOHNSON' / HELEN JOHNSON COMPACT BOUGAINVILLEA (24" HT MIN., 24" SPR MIN.)	EA	222
580-7-727	CRINUM AUGUSTUM 'QUEENEMMA' / QUEEN EMMA CRINUM LILY (24" HT MIN., 30" SPR MIN.)	EA	55
580-7-747	TRACHELOSPERMUM JASMINOIDES / CONFEDERATE JASMINE (24"X24")	EA	1522
580-7-757	EVOLVULUS GLOMERATUS 'BLUE DAZE' / BRAZILIAN DWARF MORNING GLORY (24" HT MIN.)	EA	4931
581-1-1	RELOCATED ROYAL PALM	EA	36
590-70	IRRIGATION SYSTEM (COMPLETE) (F&I)	LS	1
	SIGNING AND MARKING PAY ITEMS		
700-1-11A	SINGLE POST SIGN (F&I) (GROUND MOUNT, UP TO 12 SF) (DECORATIVE SIGNS AND POLES)	AS	25
700-1-51A	SINGLE POST SIGN (RELOCATE) (GROUND MOUNT, UP TO 12 SF) (DECORATIVE SIGNS AND POLES)	AS	4
700-1-51B	SINGLE POST SIGN (RELOCATE) (GROUND MOUNT, 12-20 SF) (DECORATIVE SIGNS AND POLES)	AS	2
702-1	BLINKER BEAM PEDESTRIAN CROSSING SYSTEM	EA	2
706-1-3	RETROREFLECTIVE PAVEMENT MARKINGS	EA	145
711-11-121	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (6")	LF	5320
711-11-123	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (12")	LF	164
711-11-125	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (WHITE) (24")	LF	228
711-11-141	TRAFFIC STRIPE SKIP (THERMOPLASTIC) (WHITE) (6", 2'-4' SKIP)	LF	90
711-11-170	TRAFFIC MARKING (THERMOPLASTIC) (WHITE) (ARROW)	EA	3
711-11-221	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (6")	LF	3071
711-11-224	TRAFFIC STRIPE SOLID (THERMOPLASTIC) (YELLOW) (18")	LF	5
711-11-231	TRAFFIC STRIPE SKIP (THERMOPLASTIC) (YELLOW) (6", 2'-4' SKIP)	LF	96
711-11-231A	TRAFFIC STRIPE SKIP (THERMOPLASTIC) (YELLOW) (6", 10'-30' SKIP)	LF	450
713-103-101	PERMANENT TAPE (WHITE) (6") (BRIDGE)	LF	172
713-103-103	PERMANENT TAPE (WHITE) (12") (BRIDGE)	LF	64
713-103-202	PERMANENT TAPE (YELLOW) (6") (BRIDGE)	LF	172
	LIGHTING PAY ITEMS		
519-78	BOLLARD (LIGHTED) (F&I)	EA	16
519-79	BOLLARD (NONLIGHTED) (F&I)	EA	4
630-2-11	CONDUIT (F&I) (OPEN TRENCH) (2" PVC)	LF	4948
635-2-11	PULL & SPLICE BOX (13"X24') (F&I)	EA	47
715-500-1	POLE CABLE DISTRIBUTIONSYSTEM (CONVENTIONAL)	EA	47
715-516-315	LIGHT POLE COMPLETE (SPECIAL DESIGN) (POLE TOP MOUNT) (F&I) (W/ RECEPTACLE AND BANNER ARMS)	EA	45
715-546-815	LIGHT POLE COMPLETE (RELOCATE)	EA	1

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

SUMMARY OF PAY ITEMS

SHEET NO. 4

SUMMARY OF PAY ITEMS CONTINUED

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY
	BRIDGE PAY ITEMS		
108-2	MONITOR EXISTING STRUCTURES - VIBRATION MONITORING	LS	1
110-3	REMOVAL OF EXISTING STRUCTURE/BRIDGE	SF	2760
400-2-10	CONCRETE CLASS II, APPROACH SLAB	CY	102.8
400-4-5	CONCRETE CLASS IV, BRIDGE SUBSTRUCTURE	CY	132.3
400-4-25	CONCRETE CLASS IV, MASS, SUBSTRUCTURE	CY	87.6
400-4-47	CONCRETE CLASS IV, CAST IN PLACE TOPPING WITH SHRINKAGE REDUCING ADMIXTURE	CY	126.3
400-7-1	BRIDGE DECK GROOVING	SY	147
400-148	PLAIN NEOPRENE BEARING PADS	CF	5.2
415-1-4	REINFORCING STEEL, BRIDGE SUPERSTRUCTURE	LB	19500
415-1-9	REINFORCING STEEL, APPROACH SLABS	LB	17500
415-2-5	STAINLESS REINFORCING STEEL, SUBSTRUCTURE	LB	22600
450-8-24	PRESTRESSED BEAM: FLORIDA SLAB BEAM, BEAM DEPTH 15" CARBON STEEL, WIDTH 58-60"	LF	526
455-34-405	PRESTRESSED CONCRETE PILING. INCLUDES 100% DYNAMIC TESTING. SIZE 18" SQ W/ FRP OR STAINLESS STEEL STRANDS AND REINFORCING	LF	2845
455-133-3	SHEET PILING STEEL (F&I), PERMANENT	SF	1086
458-1-11	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION. (F&I) POURED JOINT WITH BACKER ROD	LF	121
521-5-3A	TEXAS RAILING, COMBINATION RAIL TEXAS CLASSIC, TYPE C411	LF	159
630-2-16	CONDUIT (F&I), EMBEDDED CONCRETE BARRIERS AND TRAFFIC RAILINGS	LF	750
635-3-13	JUNCTION BOX (F&I), EMBEDDED	EA	4
715-11A	LUMINAIRE COMPLETE (F&I)	LS	1
	SEAWALL REPAIR PAY ITEMS		
401-70-1	RESTOR SPALLED AREAS, EPOXY	CF	1
401-70-4	RESTORE SPALLED AREAS, PORTLAND CEMENT GROUT	CF	47
401-70-4A	RESTORE SPALLED AREAS, PORTALND CEMENT GROUT (WALL PANELS)	CF	27
411-1A	CRACK SEALING - STRUCTURES REHAB.	LF	30
563-4	ANTI-GRAFFITI COATING, NON-SCRIFICIAL	SF	1500
901-1A	57 STONE FILL	LS	1
	WATER/SEWER UTILITY PAY ITEMS		
999-2B	RECORD / AS-BUILT DRAWINGS (FPUA UTILITIES)	LS	1
1050-18-203	EXISTING 6" WATER MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	1,090
1050-18-204	EXISTING 8" WATER MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	100
1050-18-204A	EXISTING 12" WATER MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	50
1050-18-204B	EXISTING 8" FORCE MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	70
1050-18-204C	EXISTING 18" FORCE MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	770
1050-18-204D	EXISTING 15" GRAVITY SEWER (REMOVE)	LF	43
1050-18-322	EXISTING 2" FORCE MAIN (CAP & PRESSURE GROUT OR REMOVE)	LF	205
1050-31-206	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (6")	LF	82
1050-31-208	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (8")	LF	123
1050-31-208A	UTILITY PIPE (F&I) (PVC) (FORCE MAIN) (8")	LF	61
1050-31-212	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (12")	LF	62
1050-31-216	UTILITY PIPE (F&I) (PVC) (WATER MAIN) (16")	LF	30
1050-31-218	UTILITY PIPE (F&I) (PVC) (FORCE MAIN) (18")	LF	759
1050-41-102	UTILITY PIPE (F&I) (PE) (FORCE MAIN) (2")	LF	77
1050-42-218	UTILITY PIPE (F&I) (HDPE) (FORCE MAIN) (18")	LF	106
1050-51-208	UTILITY PIPE (F&I) (DI) (WATER MAIN) (8")	LF	66
1050-51-218	UTILITY PIPE (F&I) (DI) (FORCE MAIN) (18")	LF	67
1050-51-308	UTILITY FITTING (F&I) (REDUCER) (DI) (8"X12") (WATER MAIN)	EA	1
1055-51-106	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (6")	EA	7
1055-51-108	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (8")	EA	5
1055-51-108A	UTILITY FITTING (F&I) (ELBOW) (90 DEG.) (DI) (WATER MAIN) (8")	EA	2

PAY ITEM NO.	DESCRIPTION	UNIT	PROJECT QUANTITY
1055-51-112	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (12")	EA	4
1055-51-116	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (WATER MAIN) (16")	EA	4
1055-51-108	UTILITY FITTING (F&I) (ELBOW) (22.5 DEG.) (DI) (FORCE MAIN) (8")	EA	1
1055-51-118	UTILITY FITTING (F&I) (ELBOW) (22.5 DEG.) (DI) (FORCE MAIN) (18")	EA	1
1055-51-118A	UTILITY FITTING (F&I) (ELBOW) (45 DEG.) (DI) (FORCE MAIN) (18")	EA	22
1055-51-118B	UTILITY FITTING (F&I) (ELBOW) (90 DEG.) (DI) (FORCE MAIN) (18")	EA	6
1055-51-206	UTILITY FITTING (F&I) (TEE) DI) (WATER MAIN) (6"X6")	EA	1
1055-51-212	UTILITY FITTING (F&I) (TEE) DI) (WATER MAIN) (12"X12")	EA	1
1055-51-218A	UTILITY FITTING (F&I) (TEE) DI) (FORCE MAIN) (8"X18")	EA	1
1055-51-518	UTILITY FITTING (F&I) (CAP) (DI) (FORCE MAIN) (18")	EA	1
1055-51-618	UTILITY FITTING (F&I) (WYE) (DI) (FORCE MAIN) (18"X18")	EA	1
1060-11-222	UTILITY STRUCTURE AND MANHOLE (F&I) (BELOW GRADE) (ULTILITY CONFLICT MANHOLE W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	3
1060-15-202	UTILITY STRUCTURE AND MANHOLE (MODIFY) (W/ CITY OF FORT PIERCE DECORATIVE COVER)	EA	1
1060-28-30	UTILITY STRUCTURE (TEMPORARY FM SUPPORT STRUCTURE)	LS	1
1080-11-201	UTILITY FIXTURE (F&I) (WATER METER SERVICE)	EA	1
1080-11-201A	UTILITY FIXTURE (F&I) (DUAL WATER METER SERVICE)	EA	1
1080-11-203	UTILITY FIXTURE (F&I) (2"X13" SEALTITE SADDLE) (FM)	EA	1
1080-11-403	UTILITY FIXTURE (F&I) (6"X12" TAPPING SADDLE) (WM)	EA	2
1080-11-406A	UTILITY FIXTURE (F&I) (ARV) (WATER MAIN) (8")	EA	1
1080-11-406B	UTILITY FIXTURE (F&I) (ARV) (FORCE MAIN) (18")	EA	1
1080-11-410	UTILITY FIXTURE (F&I) (18"X18" HDPE/PVC TRANSITION COUPLING)	EA	4
1080-11-499	UTILITY FIXTURE (F&I) (TEMPORARY JUMPER CONNECTION)	EA	1
1080-21-102	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (FORCE MAIN) (2")	EA	1
1080-21-106	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (WATER MAIN) (6")	EA	2
1080-21-108	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (WATER MAIN) (8")	EA	1
1080-21-108A	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (FORCE MAIN) (8")	EA	1
1080-21-112	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (WATER MAIN) (12")	EA	1
1080-21-118	UTILITY FIXTURE (F&I) (VALVE ASSEMBLY) (FORCE MAIN) (18")	EA	3
1080-32-108	UTILITY FIXTURE (F&I) (SAMPLE POINT) (WATER MAIN)	EA	3
1644-113-08	FIRE HYDRANT ASSEMBLY (F&I)	EA	1
	ELECTRIC UTILITY PAY ITEMS		
630-2-91	CONDUIT (INSTALL) (OPEN TRENCH) (2" PVC)	LF	2000
630-2-91A	CONDUIT (INSTALL) (OPEN TRENCH) (4" PVC)	LF	2000
630-2-918	CONDUIT (INSTALL) (OPEN TRENCH) (6" PVC)	LF	600

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

SUMMARY OF PAY ITEMS

SHEET NO. 5

PAY ITEM FOOTNOTES

101-1	COST TO INCLUDE, BUT NOT LIMITED TO, MOWING EXISTING SOD AND MAINTENANCE OF EXISTING RIGHT OF WAY WITHIN THE PROJECT LIMITS INCLUSIVE OF MOWING AND LITTER REMOVAL FOR THE PROJECT DURATION.
102-1	MAINTENANCE OF TRAFFIC COSTS SHALL INCLUDE BUT NOT LIMITED TO CONSTRUCTION SIGNS, BUSINESS SIGNS, TEMPORARY BARRICADES, VARIABLE MESSAGE SIGNS, TEMPORARY REFLECTIVE MARKERS, TEMPORARY PAVEMENT MARKINGS, INCIDENTAL TEMPORARY PAVEMENT, DUST CONTROL, ANY TEMPORARY DRAINAGE ELEMENTS BEYOND WHAT IS SPECIFIED IN THE CONTRACT DOCUMENTS, AND ALL ITEMS NECESSARY TO MEET THE MAINTENANCE OF TRAFFIC REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AS PRESCRIBED IN SECTION 102-XXX OF THE FDOT STANDARD PLANS.
285-709	THE COST OF PRIME COAT SHALL BE INCLUDED IN THE PRICE OF THE BASE MATERIAL.
334-1-XXX	THE COST OF THE TACK COAT SHALL BE INCLUDED IN THE UNIT PRICE OF ASPHALT.
400-0-13 400-0-12 400-0-13	COST TO INCLUDE, BUT NOT BE LIMITED TO, REINFORCING STEEL, CAP STONE CAP AND ANTI-GRAFFITI COATING.
400-2-10 400-4-5 400-4-25 400-4-47 521-5-3A	THESE PAY ITEMS SHALL INCLUDE ALL COSTS ASSOCIATED WITH THE NON-SACRIFICIAL ANTI-GRAFFITI COATING AS CALLED FOR IN THE CONTRACT PLANS.
415-2-5	CONTRACTOR IS ADVISED THAT THIS REINFORCING STEEL MAY HAVE A LONG LEAD TIME.
425-2-XX	COST TO INCLUDE, BUT NOT LIMITED TO, DECORATIVE COVER BRANDED WITH CITY OF FORT PIERCE LOGO.
430-830	COST TO INCLUDE, BUT NOT LIMITED TO, MASONRY PLUGS, DEWATERING, GROUTING AND VENT PORTS.
440-73-2	COST TO INCLUDE, BUT NOT LIMITED TO, UNDERDRAIN PIPE CLEANOUT FRAME &GRATE AND CONCRETE PAD.
455-34-405	THIS PAY ITEM SHALL INCLUDE 100% DYNAMIC TESTING, SIZE 18" SQ W/FRP OR STAINLESS STEEL STRANDS AND REINFORCING. CONTRACTOR IS ADVISED THAT THE STAINLESS STEEL REINFORCED PILES MAY HAVE LONGER LEAD TIME. THIS PAY ITEM SHALL ALSO INCLUDE ALL COSTS ASSOCIATED WITH PROVIDING ACCESS TO THE ENGINEER TO CONNECT ALL NECESSARY DYNAMIC TESTING EQUIPEMENT WITHOUT REQUIRNG THE ENGINEER TO CLIMB THE HAMMER LEADS (LADDERS).
455-133-3	THIS PAY ITEM SHALL ALSO INCLUDE ALL COSTS ASSOCIATED WITH INSTALLING THE STEEL SHEET PILE UTILIZING THE NON-VIBRATORY PRESS-IN METHOD. THIS PAY ITEM SHALL ALSO INCLUDE ALL COSTS ASSOCIATED WITH COATING THE STEEL SHEET PILES AS DESCRIBED IN THE PLANS.
520-2-115	COST TO INCLUDE, BUT NOT LIMITED TO, REINFORCING STEEL.
521-5-3A	THIS PAY ITEM SHALL ALSO INCLUDE ALL COSTS ASSOCIATED WITH THE FULL INSTALLATION OF THE TEXAS RAILING, INCLUDING BUT NOT LIMITED TO, ALL ASSOCIATED REINFORCING STEEL FOLLOWING THE "DECORATE RAILING DETAILS" SHEETS. THIS PAY ITEM SHALL ALSO INCLUDE ALL COSTS ASSOCIATED WITH THE FOUR BRONZE CITY CREST PLACUES INCLUDING, BUT NOT LIMITED TO, SHOP DRAWINGS, MOLDS, CASTINGS, FINISHES AND INSTALLATION.
522-1 522-2	COST TO INCLUDE, BUT NOT LIMITED TO, SYNTHETIC FIBER REINFORCEMENT.
522-1A	COST TO INCLUDE, BUT NOT LIMITED TO, SYNTHETIC FIBER REINFORCMENT, BRICK PAVERS, MORTAR, STEEL REINFORCEMENT AND SUB-GRADE COMPACTION.
526-1-1	COST TO INCLUDE, BUT NOT LIMITED TO, SYNTHETIC FIBER REINFORCEMENT CONC. SLAB, BRICK PAVERS, STEEL REINFORCEMENT, BEDDING SAND AND SUB-GRADE COMPACTION.
526-1-2	COST TO INCLUDE, BUT NOT LIMITED TO, REMOVING THE EXISTING CONCRETE PAVERS AND RESETTING THE PAVERS CONSISTENT WITH THE EXISTING INSTALLATION. COST TO INCLUDE BASE MATERIAL, CONC. EDGE RESTRAINT CURB, LEVELING SAND, JOINT SAND,
526-1-3	COST TO INCLUDE, BUT NOT LIMITED TO, PERVIOUS PAVERS, TRAFFIC COLORED PAVERS, STONE AGGREGATES, FILTER FABRIC, GEOGRID AND SUB-GRADE COMPACTION.
563-4	THIS PAY ITEM SHALL ALSO INCLUDE ALL COSTS ASSOCIATED WITH PREPARING THE CONCRETE SURFACE RECEIVING THE ANTI-GRAFITTI COATING.
527-2A	COST TO INCLUDE, BUT NOT LIMITED TO, CONCRETE PAVER BRICKS AND EQUIPMENT NECESSARY FOR INSTALLATION. PAVER BRICK TO BE BRICK RED IN COLOR.
570-1-2A	COST TO INCLUDE, BUT NOT LIMITED TO, ROUTINE WATERING OF NEW SOD FOR A PERIOD OF 90 DAYS FOLLOWING PLACEMENT.
590-70	COST TO INCLUDE, BUT NOT LIMITED TO, ALL MATERIAL AND LABOR REQUIRED TO PROVIDE A FULLY FUNCTIONING IRRIGATION SYSTEM.
630-2-11	COST TO INCLUDE, BUT NOT LIMITED TO, GROUND ROAD, GROUNDING WIRE, NYLON PULL STRING, AND LOCATE WIRE.
700-1-11A	COST TO INCLUDE, BUT NOT LIMITED TO, DECORATIVE POST, FOUNDATION SIGN AND APPURTENANCES IDENTIFIED IN THE PLANS. COST ALSO TO INCLUDE COST OF CITY OF FORT PIERCE LOGO.
702-1	COST TO INCLUDE, BUT NOT LIMITED TO, LED BLINKER SIGNS, INFRARED PEDESTRIAN DETECTOR BOLLARDS, SOLAR CONTROLLERS (SOLAR PANEL, BATTERY, ETC.) AND ALL APPURTENANCES NEEDED TO PROVIDE A FULLY FUNCTIONING SYSTEM.
715-516-115	COST TO INCLUDE, BUT NOT LIMITED TO, LIGHT POLES, FOUNDATIONS, FIXTURE, GFI RECEPTACLE, BANNER ARMS AND CONDUCTORS. CONTRACTOR TO COORDINATE WITH CITY REGARDING SELECTED LIGHT FIXTURE.
715-11A	THIS PAY ITEM SHALL INCLUDE ALL COSTS ASSOCIATED WITH FURNISHING AND INSTALLING A COMPLETE, FUNCTIONAL, AND NEC COMPLIANT LED STRIP LIGHTING SYSTEM FOLLOWING THE MANUFACTURER'S RECOMMENDATIONS. THE LED LIGHT SYSTEM SHALL INCLUDE BUT NOT BE LIMITED TO LED LIGHT STRIPS, CONDUCTORS, LIGHTING CONTROL SYSTEM, LIGHTING CONTROL MOUNTING SYSTEM, ATTACHEMENT HARDWARE, SERVICE DISCONNECT, AND UTILITY COORDINATION.
1050-18-XXXX	COST TO INCLUDE, BUT NOT LIMITED TO, REMOVAL AND/OR PRESSURE GROUTING EXISTING UTILITIES IDENTIFIED TO BE REMOVED AND/OR PRESSURE GROUTED. SHOULD THE CONTRACTOR ELECT TO PRESSURE GROUT THE IDENTIFIED EXISTING ABANDONED UTILITIES, THE UNIT COST SHALL INCLUDE THE INSTALLATION OF CAPS.
1050-31-XXX 1050-41-XXX 1050-42-XXX 1050-51-XXX	COST TO INCLUDE, BUT NOT LIMITED TO, JOINT RESTRAINTS, TESTING, FLUSHING AND APPURTENANCES.
1060-28-30	COST TO INCLUDE, BUT NOT LIMITED TO, ALL MATERIAL AND LABOR NECESSARY TO CONSTRUCT A TEMPORARY SUPPORT STRUCTURE TO PROVIDE FOR THE SPANNING OF MOORE'S CREEK WITH A TEMPORARY FORCE MAIN.
1644-11-08	COST TO INCLUDE ALL PIPE, VALVES, FITTINGS, ETC AS PER FPUA UTILITY DETAIL W-5.
630-2-91 630-2-91A 630-2-91B	COST TO INCLUDE INSTALLATION OF PVC CONDUIT AS DIRECTED BY FPUA TO AID IN THE RELOCATION OF EXISTING BURIED ELECTRICAL CONDUITS LOCATED WITHIN THE ROADWAY CORRIDOR. FPUA TO PROVIDE THE PVC CONDUIT FOR INSTALLATION.

REVISIONS

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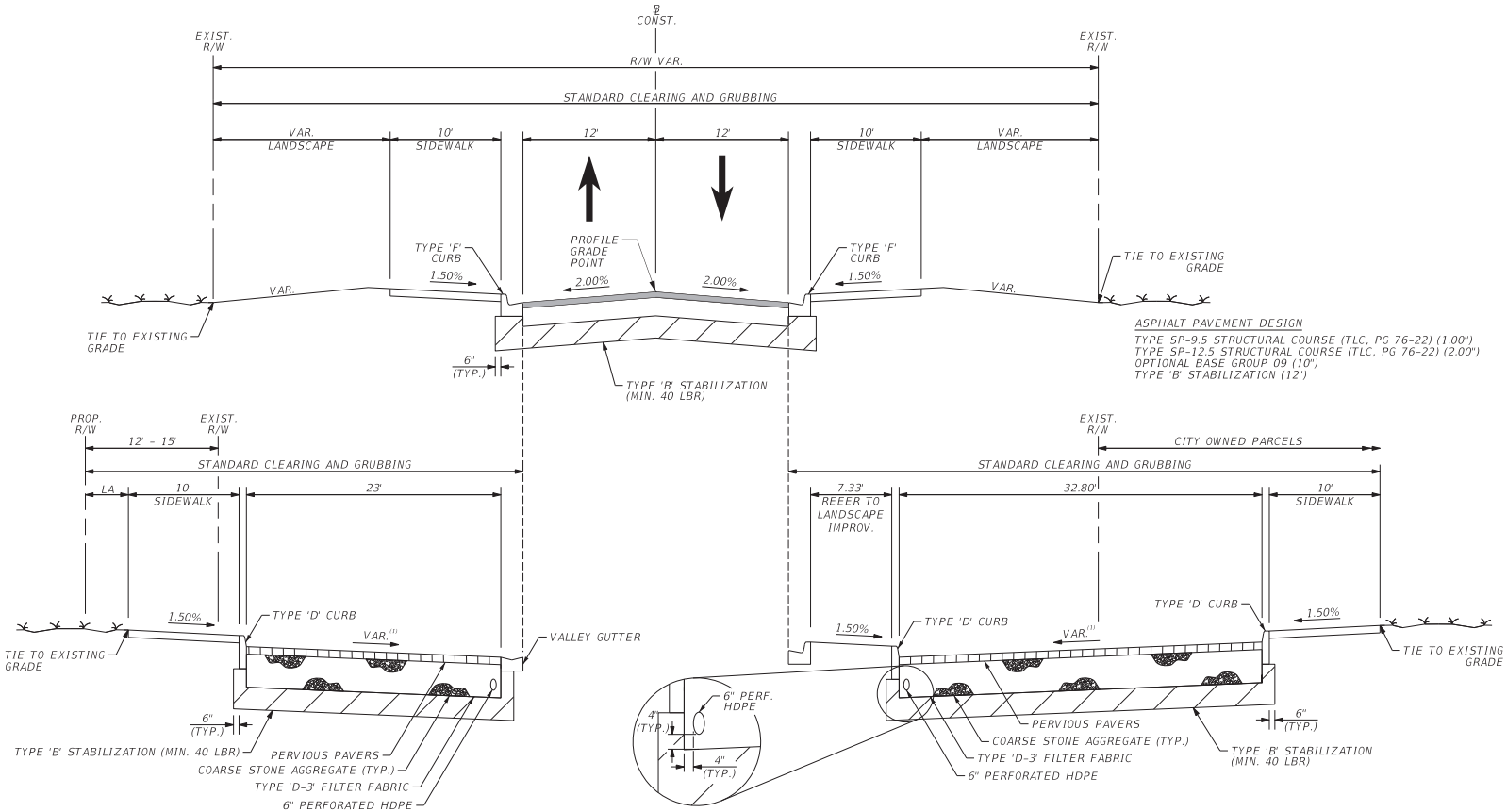
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

SUMMARY OF PAY ITEMS

SHEET NO. 5A



STA. 103+17.66 TO STA. 104+52.46
STA. 108+92.49 TO STA. 110+84.15
STA. 112+22.15 TO STA. 113+69.11

STA. 112+16.45 TO STA. 114+63.55
STA. 118+24.76 TO STA. 119+71.26

INDIAN RIVER DRIVE

STA. 100+61.93 TO STA. 122+12.85

NOTES:

(1) CONTRACTOR TO REFER TO ROADWAY CROSS SECTIONS FOR CROSS-SLOPE GRADE DIRECTION.

POSTED SPEED = 25 MPH
DESIGN SPEED = 30 MPH

PERVIOUS PAVER PARKING DESIGN

⚠ PERVIOUS PAVERS SHALL CONSIST OF BELGARD PERMEABLE PAVER BLOCK (OR APPROVED EQUAL) (3.125"x7.875"x3.937"), COLOR: HARVEST BLEND, PATTERN: 90 DEGREE HERRING BONE WITH SOLDIER COURSE BORDER
COARSE AGGREGATE (#8,9 GRADED STONE) (2")
COARSE AGGREGATE (#57 GRADED STONE) (4")
COARSE AGGREGATE (#3 GRADED STONE) (12")
FILTER FABRIC (FDOT TYPE D-3 FABRIC, TOP, BOTTOM & SIDES
BIAXIAL GEOGRID (TENAX MS 220)
TYPE 'B' STABILIZATION (LBR 40 MIN.) (12")

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
03/2025	BG	⚠ REVISED PAVER MATERIAL			

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
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VERO BEACH, FL 32960
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CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

TYPICAL SECTION

SHEET NO. 6

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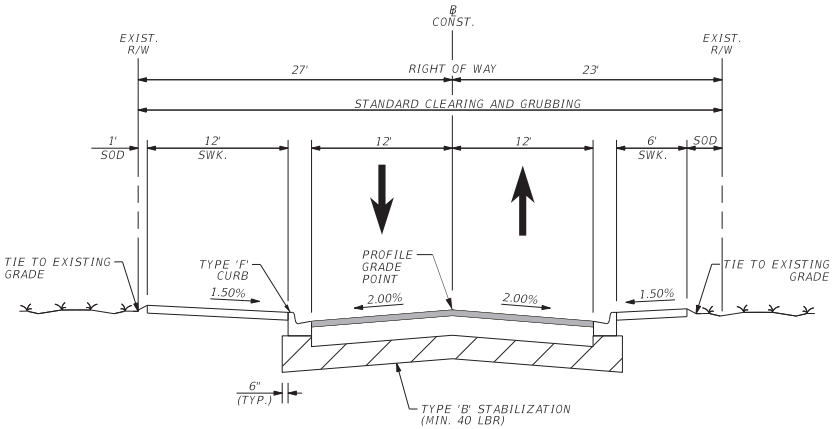

AE BACKUS AVENUE

STA. 201+02.32 T0 STA. 206+74.00

POSTED SPEED = 25 MPH
DESIGN SPEED = 30 MPH

MILLING

MILL EXISTING ASPHALT PAVEMENT (1.00" AVERAGE DEPTH)

RESURFACING

TYPE SP-9.5 STRUCTURAL COURSE (TLC, PG 76-22) (1.00")

ASPHALT PAVEMENT DESIGN

TYPE SP-9.5 STRUCTURAL COURSE (TLC, PG 76-22) (1.00")
TYPE SP-12.5 STRUCTURAL COURSE (TLC, PG 76-22) (2.00")
OPTIONAL BASE GROUP 09 (10")
TYPE 'B' STABILIZATION (12")

REVISIONS					
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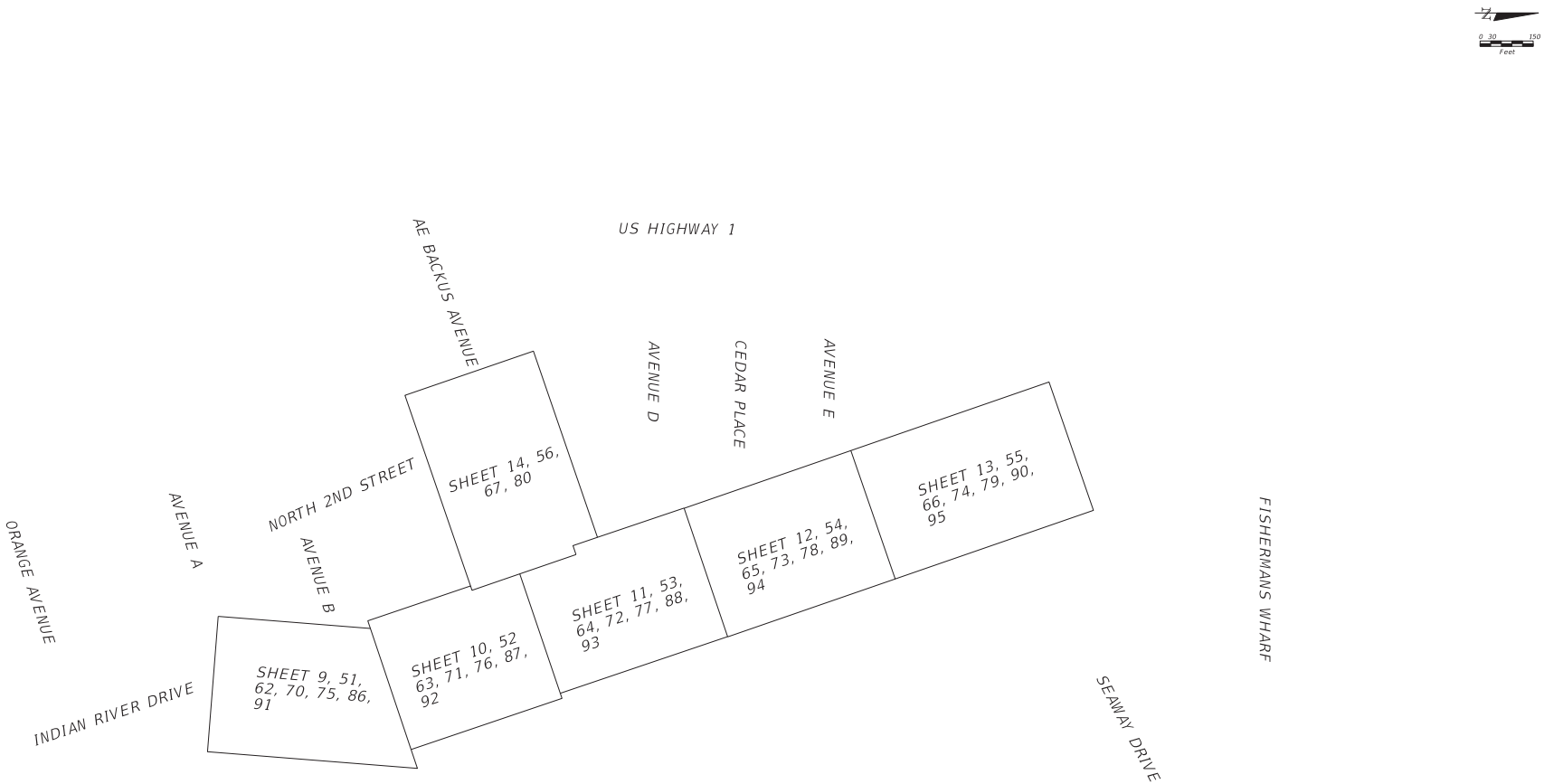
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

TYPICAL SECTION

SHEET NO. 7



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BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

PROJECT LAYOUT

SHEET NO. 8

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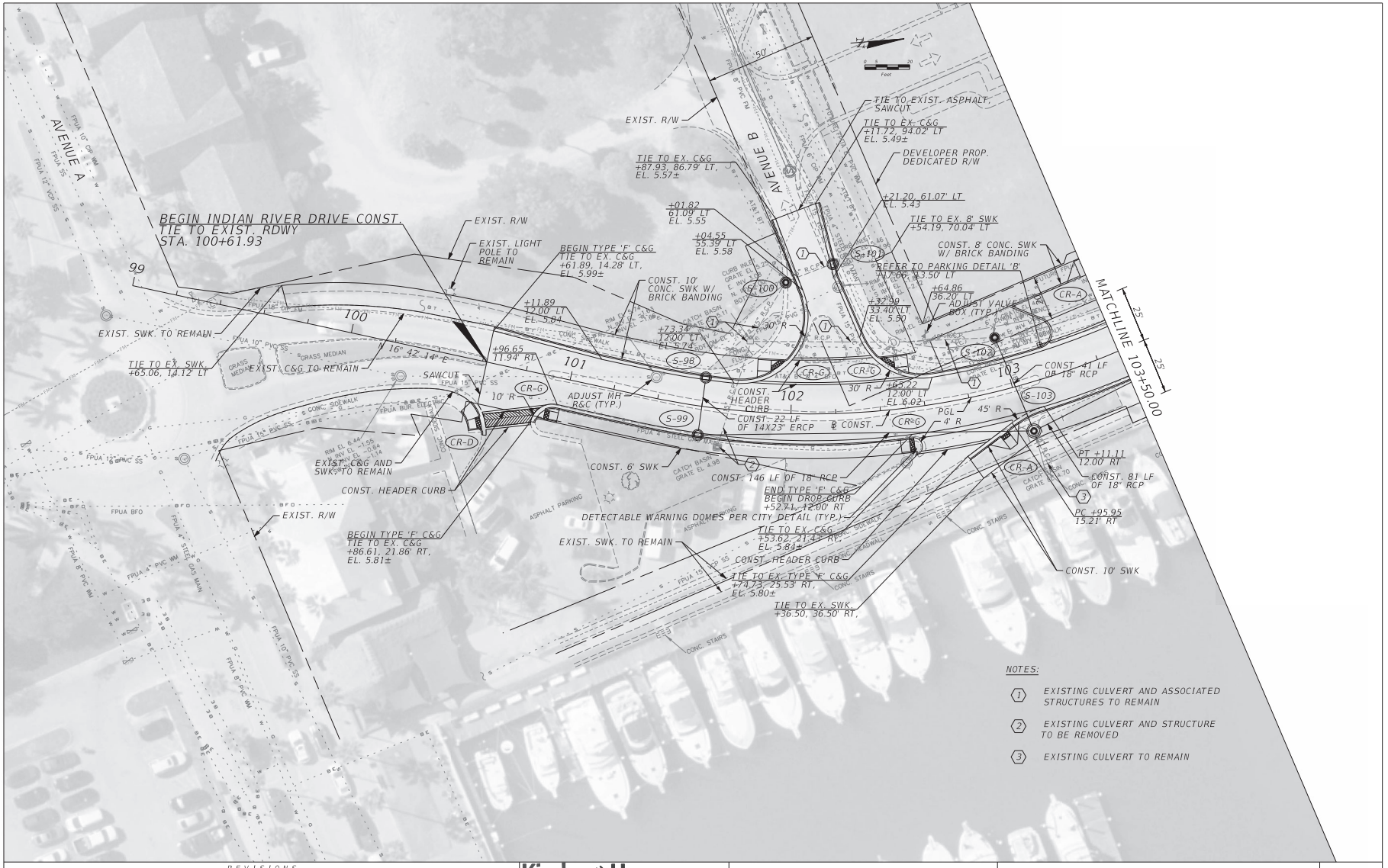

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Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE PLAN SHEET

SHEET NO. 9

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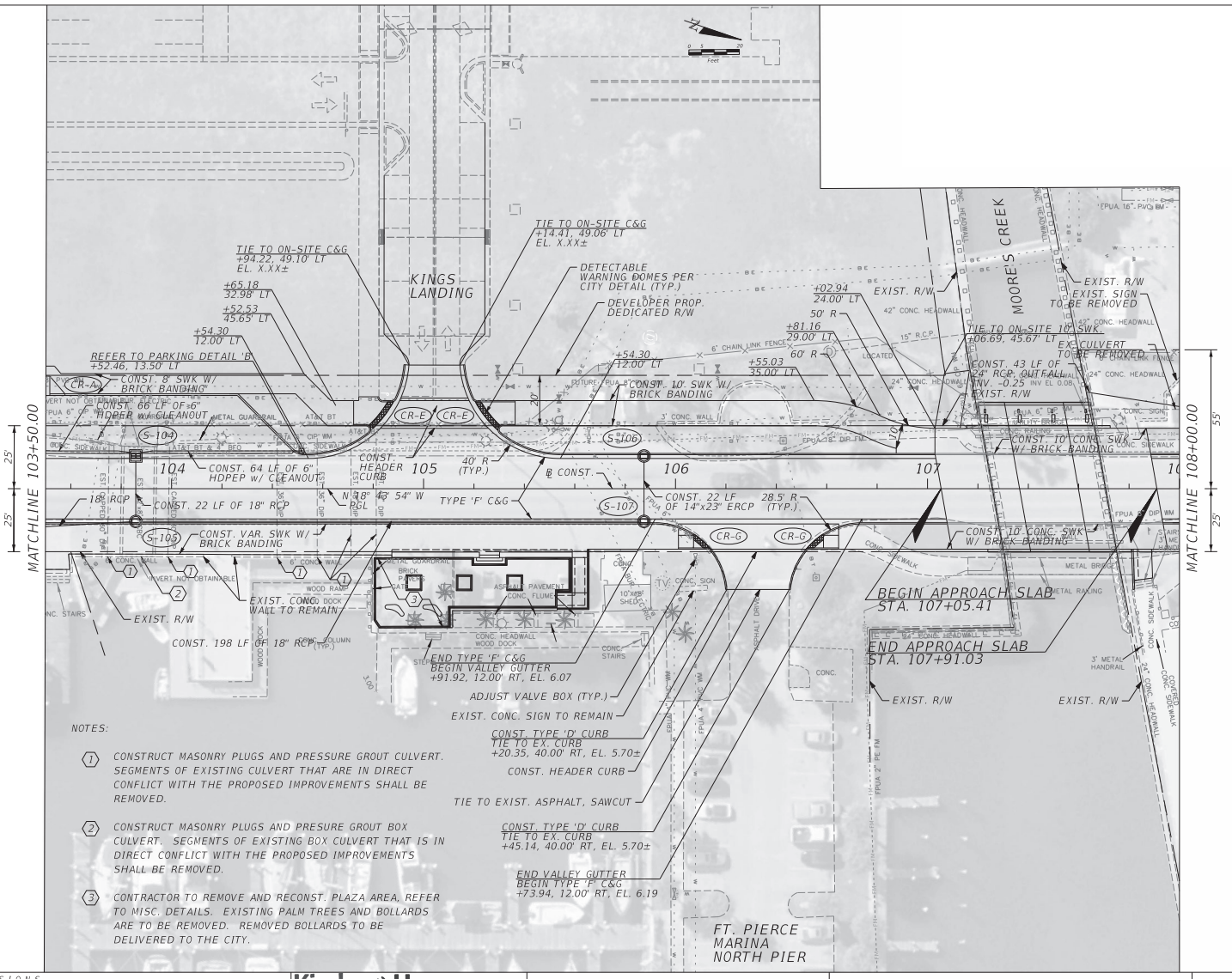

NOTES:

1. CONSTRUCT MASONRY PLUGS AND PRESSURE GROUT CULVERT. SEGMENTS OF EXISTING CULVERT THAT ARE IN DIRECT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHALL BE REMOVED.
2. CONSTRUCT MASONRY PLUGS AND PRESURE GROUT BOX CULVERT. SEGMENTS OF EXISTING BOX CULVERT THAT IS IN DIRECT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHALL BE REMOVED.
3. CONTRACTOR TO REMOVE AND RECONST. PLAZA AREA, REFER TO MISC. DETAILS. EXISTING PALM TREES AND BOLLARDS ARE TO BE REMOVED. REMOVED BOLLARDS TO BE DELIVERED TO THE CITY.

REVISIONS

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(772) 794-4100
REGISTRY No. 35106

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INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE PLAN SHEET

SHEET NO. 10

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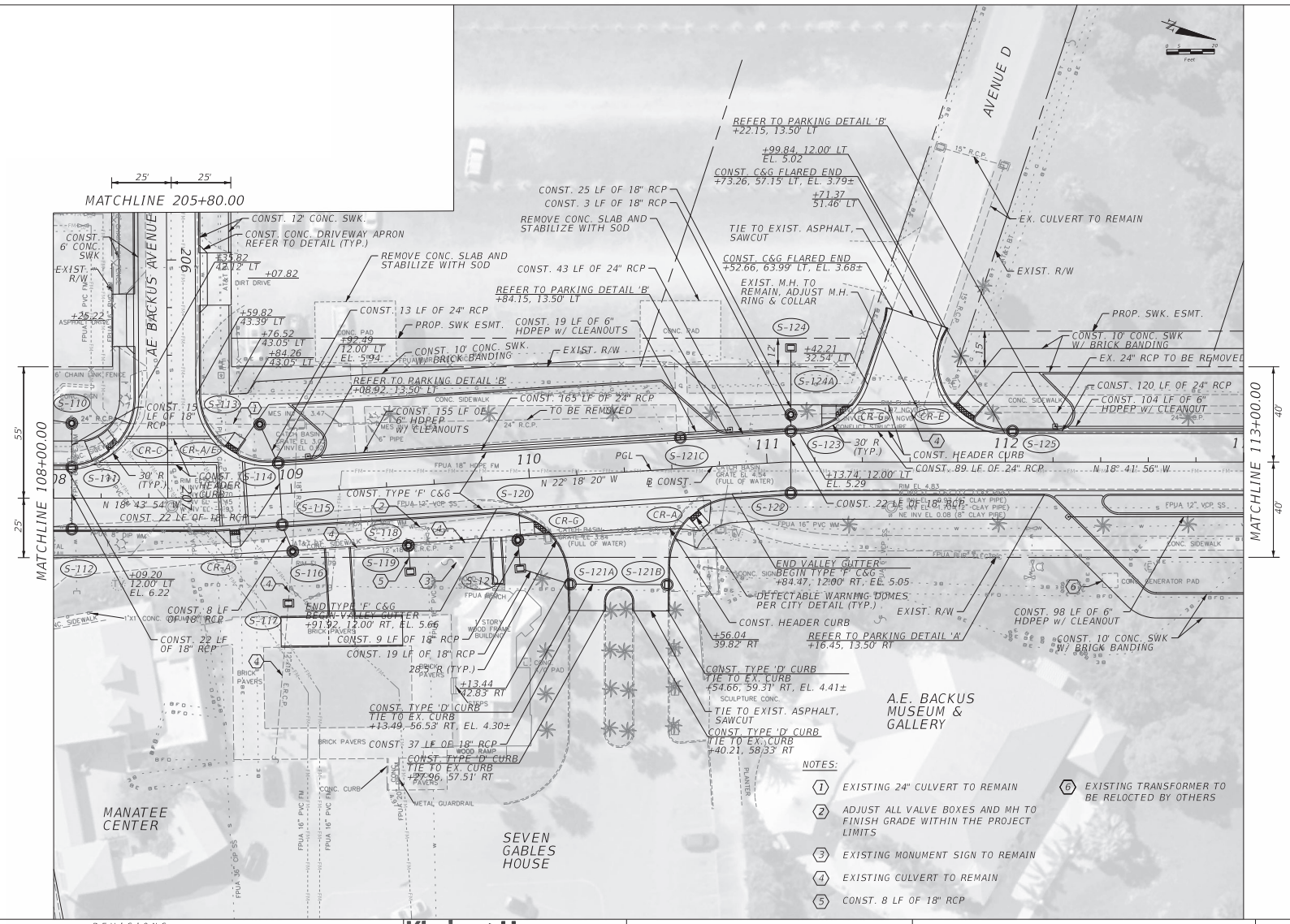

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P.E. LICENSE NUMBER 56939
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(772) 794-4100
REGISTRY No. 35106

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INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE PLAN SHEET

SHEET NO. 11

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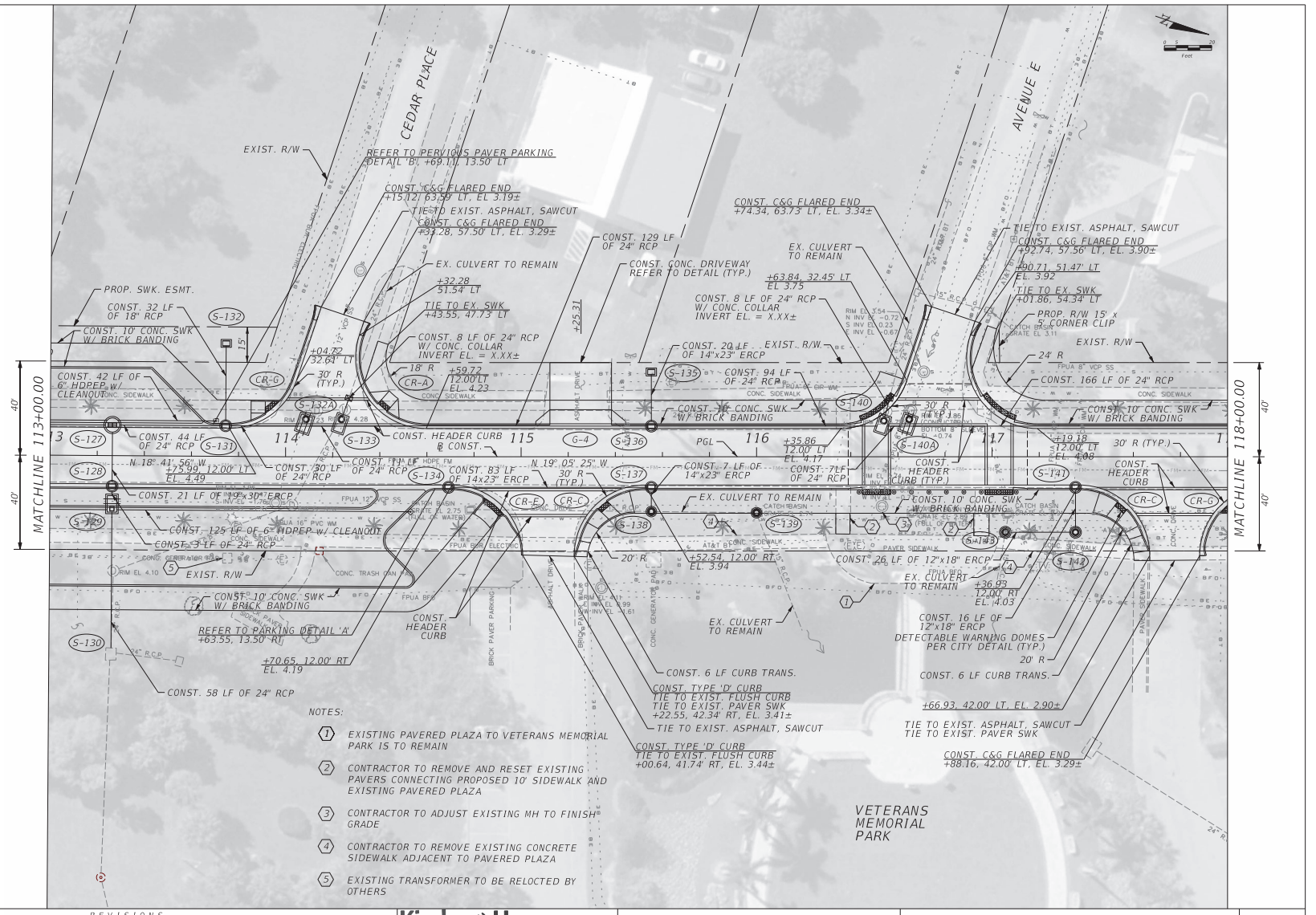

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BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

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INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE PLAN SHEET

SHEET NO. 12

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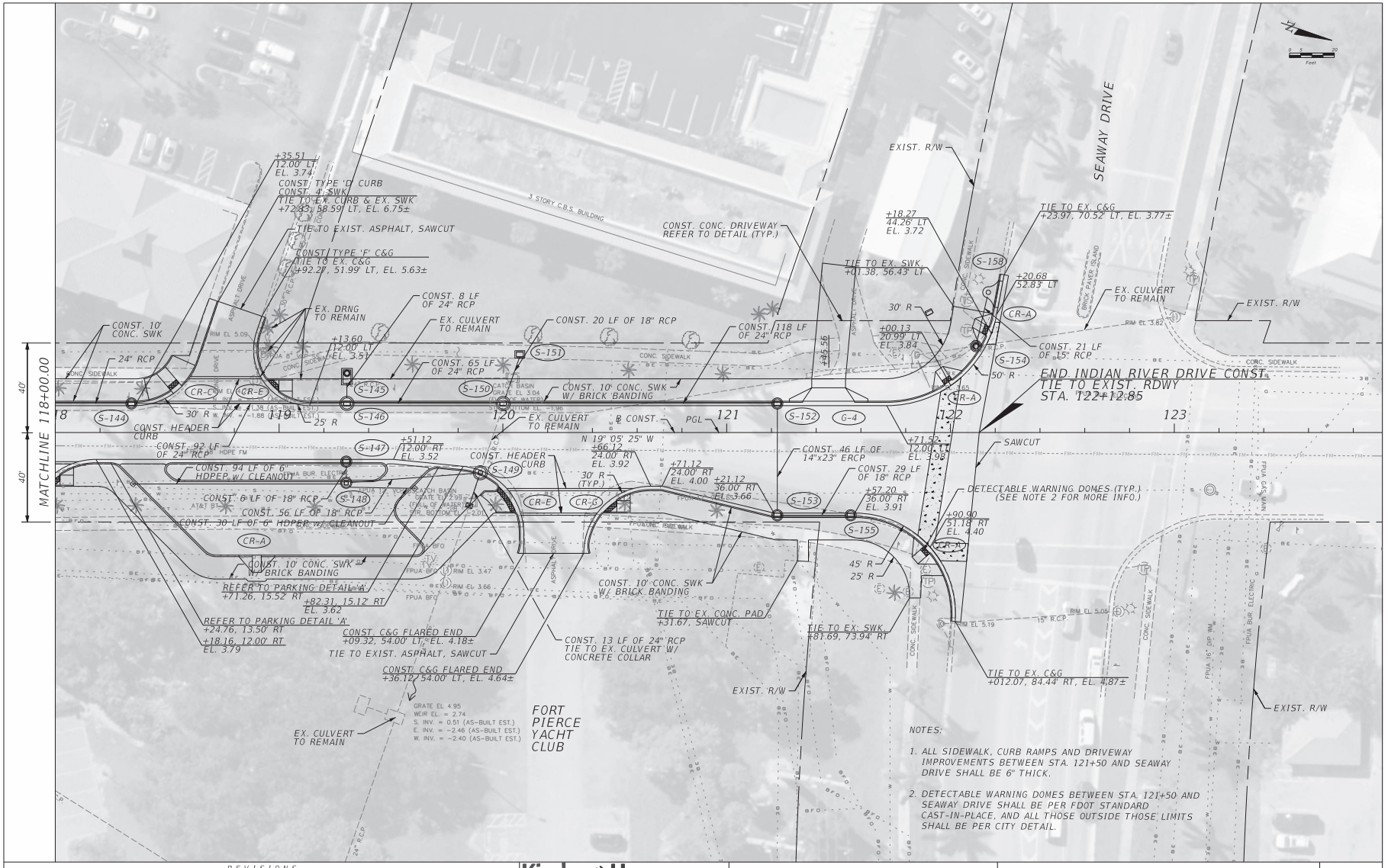

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BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
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INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE PLAN SHEET

SHEET NO. 13

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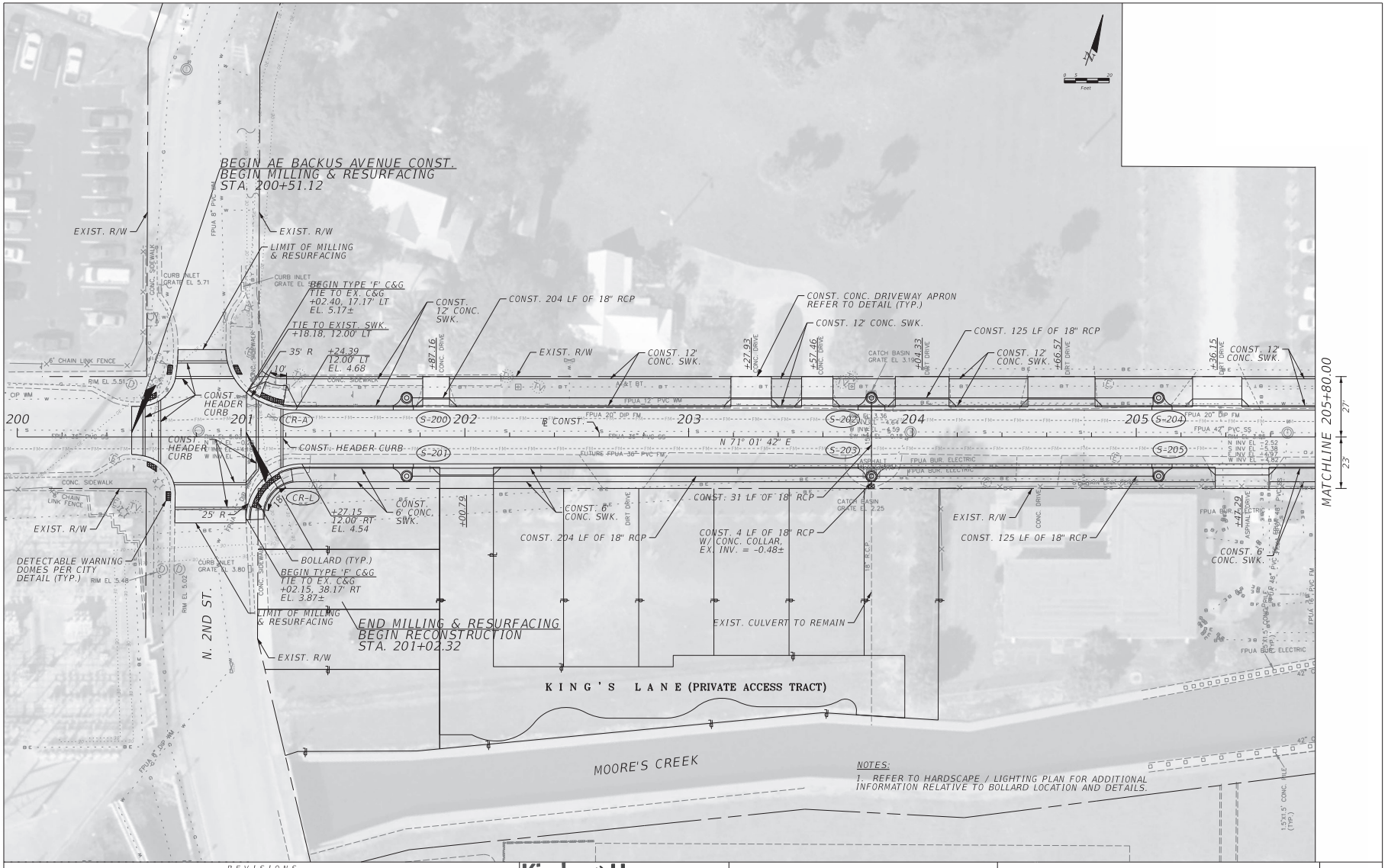

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VERO BEACH, FL 32960
(772) 794-4100
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CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

AE BACKUS AVENUE PLAN SHEET

SHEET NO. 14

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S-98

STA. 101+60.00, LT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 5.70
E. INV. = 0.00

S-99

STA. 101+60.00, RT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 5.70
N. INV. = -0.10
W. INV. = -0.10

S-100

STA. 101+95.45, 58.55' LT
CONST. TYPE P-7 MH
FDOT INDEX 425-001, 425-010
RIM EL. = 5.95
N. INV. = CONTRACTOR TO VERIFY
S. INV. = CONTRACTOR TO VERIFY

S-101

STA. 102+19.77, 66.61' LT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 5.40
S. INV. = CONTRACTOR TO VERIFY

S-102

STA. 102+97.95, 23.59' LT
CONST. TYPE P-7 MH
FDOT INDEX 425-001, 425-010
RIM EL. = 6.50
S. INV. = 1.42± (EX. 18" RCP)
E. INV. = 1.40

S-103

STA. 103+04.05, 21.23' LT
CONST. TYPE J-7 MH
FDOT INDEX 425-001, 425-010
RIM EL. = 6.60
N. INV. = 0.30
S. INV. = -0.25
E. INV. = - 0.24± (EX. 18" RCP)
W. INV. = 1.30

S-104

STA. 103+85.80, LT
CONST. VALLEY GUTTER INLET
W/ P-BOTTOM
FDOT INDEX 425-010 (SEE DETAIL)
RIM EL. = 5.98
N. INV. = 3.50 (6" U.D.)
S. INV. = 3.50 (6" U.D.)
E. INV. = 2.20

S-105

STA. 103+85.80, RT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 5.98
N. INV. = 0.20
S. INV. = 0.20
W. INV. = 1.95

S-106

STA. 105+87.48, LT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 5.93
E. INV. = 0.60

S-107

STA. 105+87.48, RT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 5.93
S. INV. = 0.50
W. INV. = 0.50

S-108

OMITTED

S-109

OMITTED

S-110

STA. 108+07.70, 31.44' LT
CONST. TYPE P-7 MH
FDOT INDEX 425-001, 425-010
RIM EL. = 6.50
N. INV. = 0.06± (EX. 24" RCP)
S. INV. = 0.05
E. INV. = 0.20

S-111

STA. 108+07.70, LT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
RIM EL. = 6.23
E. INV. = 2.50
W. INV. = 0.30

S-112

STA. 108+07.70, RT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 6.23
W. INV. = 2.60

S-113

STA. 108+88.50, 29.70' LT
CONST. TYPE P-7 MH
FDOT INDEX 425-001, 425-010
RIM EL. = 6.54
S. INV. = 0.04± (EX. 24" RCP)
E. INV. = 0.60

S-114

STA. 108+95.26, LT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 5.96
N. INV. = 0.70
E. INV. = 0.70
W. INV. = 0.70

S-115

STA. 108+95.26, RT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 5.96
E. INV. = 0.75
W. INV. = 0.75

S-116

STA. 108+98.95, 24.44' RT
CONST. TYPE P-7 MH
FDOT INDEX 425-001, 425-010
RIM EL. = 6.48
N. INV. = 0.78± (EX. 12"x18" ERCP)
E. INV. = 0.93± (EX. 12"x18" ERCP)
W. INV. = 0.80

S-117

STA 108+95.82, 46.10' RT
CONST. TYPE 'C' DBI
FDOT INDEX 425-052
GRATE EL. = 4.35
E. INV. = 1.00±
W. INV. = 1.00±

S-118

STA 109+47.57, 25.05' RT
CONST. TYPE P-7 MH
FDOT INDEX 425-001, 425-010
RIM EL. = 6.32
N. INV. = 1.00±
S. INV. = 1.00±
E. INV. = 1.00

S-119

STA 109+47.68, 36.00' RT
CONST. TYPE 'C' DBI
FDOT INDEX 425-052
GRATE EL. = 4.30
W. INV. = 1.20

S-120

STA 109+93.56, 25.64' RT
CONST. TYPE P-7 MH
FDOT INDEX 425-001, 425-010
RIM EL. = 6.18
S. INV. = 1.20±
E. INV. = 1.20

S-121

STA 109+93.82, 37.00' RT
CONST. TYPE 'C' DBI
FDOT INDEX 425-052
GRATE EL. = 4.50
W. INV. = 1.50

S-121A

STA 110+14.35, 45.49' RT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 4.28
S. INV. = 1.60
N. INV. = 1.60

S-121B

STA 110+54.90, 48.29' RT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 4.37
S. INV. = 1.70
N. INV. = 1.70

S-121C

STA 110+64.33 13.00' LT
CONST. VALLEY GUTTER INLET
W/ P-BOTTOM
FDOT INDEX 425-010, 425-024
GRATE EL. = 5.44
S. INV. = 0.85
N. INV. = 0.85
W. INV. = 2.90 (6" U.D.)
W. INV. = 2.90 (6" U.D.)

S-122

STA. 111+10.00, RT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 5.30
W. INV. = 1.60

S-123

STA. 112+03.00, LT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
RIM EL. = 5.30
N. INV. = 0.90
S. INV. = 0.90
E. INV. = 1.50
W. INV. = 2.80 (6" U.D.)
W. INV. = 0.90 (18" RCP)

S-124

STA 111+10.00, 48.00' LT
CONST. TYPE 'C' DBI
FDOT INDEX 425-052
GRATE EL. = 3.60
E. INV. = 1.10

S-124A

STA 109+47.57, 25.05' RT
CONST. TYPE P-7 MH
FDOT INDEX 425-001, 425-010
RIM EL. = 5.77
N. INV. = 0.70± (EX. 24" RCP)
E. INV. = 1.00
W. INV. = 1.00

S-125

STA. 112+03.00, LT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
RIM EL. = 5.01
N. INV. = 1.00
S. INV. = 1.00

S-126

OMITTED

S-127

STA. 113+26.39, LT
CONST. VALLEY GUTTER INLET
W/ J-BOTTOM
FDOT INDEX 425-010, 425-024
RIM EL. = 4.63
N. INV. = -2.25
S. INV. = 0.00
E. INV. = -2.25
W. INV. = 2.10 (6" U.D.)
W. INV. = 2.10 (6" U.D.)

S-128

STA. 113+26.39, RT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 4.63
E. INV. = -2.25
W. INV. = -2.25

S-129

STA. 113+26.39, 22.00' RT
CONST. TYPE J-10 INLET (4'x7' BOTTOM)
UTILITY CONFLICT STRUCTURE
FDOT INDEX 425-010, 425-025,
FPUA DETAIL M-8
EOP EL. = 4.63
N. INV. = 2.00 (6" U.D.)
S. INV. = 2.00 (6" U.D.)
E. INV. = -2.25
W. INV. = -2.25

S-130

STA. 113+26.50, 84.28' RT
MODIFY EX. STRUCTURE
RIM EL. = 4.55±
N, INV. = 0.07± (EX. 24" RCP)
E. INV. = -2.30± (EX. 24" CMP)
W. INV. = -2.25

S-131

STA. 113+74.45, LT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
RIM EL. = 4.49
N. INV. = -2.25
S. INV. = -2.25
W. INV. = -1.75

S-132

STA 113+74.45, 48.00' LT
CONST. TYPE 'C' DBI
FDOT INDEX 425-052
GRATE EL. = 3.10
E. INV. = 0.10

S-132A

STA. 114+08.60, 15.90' LT
CONST. TYPE J-7 MH
(5'x7' BOTTOM) UTILITY
CONFLICT STRUCTURE
FDOT INDEX 425-010, 425-025,
FPUA DETAIL M-8
RIM EL. = 4.35
N. INV. = -2.25
S. INV. = -2.25
BOTTOM EL. = -3.50

S-133

STA. 114+23.72, 15.90' LT
CONST. TYPE J-7 MH
FDOT INDEX 425-001, 425-010
RIM EL. = 4.25
N. INV. = -2.00
S. INV. = -2.25
W. INV. = -2.25 (EX. 24" RCP)

S-134

STA. 114+89.15, RT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 4.13
N. INV. = 1.10

S-135

STA 115+55.30, 36.00' LT
CONST. TYPE 'C' DBI
FDOT INDEX 425-052
GRATE EL. = 3.50
E. INV. = -1.40

S-136

STA. 115+55.30, LT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
RIM EL. = 3.93
N. INV. = -1.50
S. INV. = -1.50
W. INV. = -1.50

S-137

STA. 115+55.30, RT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 3.93
S. INV. = 1.00
E. INV. = 1.00

S-138

STA. 115+55.30, 23.30' RT
CONST. TYPE P-7 MH
FDOT INDEX 425-001, 425-010
RIM EL. = 4.44
N. INV. = 0.35± (EX. 15" RCP)
W. INV. = 0.90

S-139

STA. 116+00.00, 23.80' RT
CONST. TYPE P-7 MH
FDOT INDEX 425-001, 425-010
RIM EL. = 4.58
S. INV. = 0.24± (EX. 15" RCP)
E. INV. = 0.24± (EX. 15" RCP)

S-140

STA. 116+54.04, 15.27' LT
CONST. TYPE J-7 MH
FDOT INDEX 425-001, 425-010
RIM EL. = 4.52
N. INV. = -1.75
S. INV. = -1.65
W. INV. = -1.65± (EX. 24" RCP)

S-140A

STA. 116+64.84, 15.90' LT
CONST. TYPE J-7 MH
(5'x7' BOTTOM) UTILITY
CONFLICT STRUCTURE
FDOT INDEX 425-010, 425-025,
FPUA DETAIL M-8
RIM EL. = 4.43
N. INV. = -1.70
S. INV. = -1.70
BOTTOM EL. = -3.00

S-141

STA. 117+35.43, RT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 4.03
E. INV. = 1.25

REVISIONS

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445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

DRAINAGE STRUCTURES

SHEET NO.
15

S-142

STA. 117+35.43, 32.07' RT
CONST. TYPE P-7 MH
FDOT INDEX 425-001, 425-010
RIM EL. = 3.75
S. INV. = 1.00
W. INV. = 1.00

S-143

STA. 117+05.62, 32.07' RT
CONST. TYPE P-7 MH
FDOT INDEX 425-001, 425-010
RIM EL. = 4.00
N. INV. = 0.70
E. INV. = 1.00 (EX. 15" RCP)

S-144

STA. 118+34.00, LT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 3.74
N. INV. = -2.00
S. INV. = -2.00

S-145

STA. 119+30.31, 26.50' LT
CONST. TYPE J-7 MH
FDOT INDEX 425-001, 425-010
RIM EL. = 4.60
S. INV. = -1.50 (EX. 24" RCP)
N. INV. = -1.50 (EX. 24" RCP)
E. INV. = -1.75

S-146

STA. 119+30.31, LT
CONST. TYPE J-9 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 3.46
N. INV. = -2.10
S. INV. = -2.10
W. INV. = -1.85

S-147

STA. 119+30.00, RT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 3.46
E. INV. = -0.75

S-148

STA. 119+30.00, 22.00' RT
CONST. TYPE P-10 INLET
FDOT INDEX 425-010, 425-025
EOP EL. = 3.92
N. INV. = -1.00
N. INV. = 1.40 (6" U.D.)
S. INV. = 1.40 (6" U.D.)
W. INV. = -1.00

S-149

STA. 119+90.30, 17.05' LT
CONST. TYPE J-10 INLET
FDOT INDEX 425-010, 425-025
EOP EL. = 3.77
S. INV. = -1.50
E. INV. = -2.00
W. INV. = -2.00± (EX. 24" RCP)

S-150

STA. 120+00.00, LT
CONST. TYPE J-9 MH
FDOT INDEX 425-010, 425-024
EOP EL. = 3.67
N. INV. = -1.75
S. INV. = -2.00
E. INV. = -2.00± (EX. 24" RCP)
W. INV. = -0.10

S-151

STA 120+07.56, 34.92' LT
CONST. TYPE 'C' DBI
FDOT INDEX 425-052
GRATE EL. = 3.10
E. INV. = 0.10

S-152

STA. 121+22.62, LT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 3.87
S. INV. = -1.90
E. INV. = -1.90

S-153

STA. 121+22.62, RT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 3.66
W. INV. = -1.80

S-154

STA. 122+11.40, 38.62' LT
CONST. TYPE P-7 MH
FDOT INDEX 425-001, 425-010
RIM EL. = 4.16
N. INV. = CONTRACTOR TO VERIFY
W. INV. = 0.10

S-155

STA. 121+55.40, RT
CONST. TYPE P-9 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 3.87
W. INV. = -1.20

S-156

STA. 113+58.54, 329.63' RT
MODIFY EX. STRUCTURE
RIM EL. = 6.55±
E. INV. = -0.50
W. INV. = -0.54± (EX. 24" CMP)
BOTTOM = -0.90

S-157

STA. 118+42.13, 455.10' RT
MODIFY EX. STRUCTURE
RIM EL. = 4.77±
E. INV. = -0.90
W. INV. = -2.81± (EX. 24" RCP)
BOTTOM = -2.57±

S-158

STA. 122+16.92, LT
CONST. TYPE P-4 INLET
FDOT INDEX 425-010, 425-020
EOP EL. = 3.67
W. INV. = 0.00

S-200

STA. 201+74.00, LT
CONST. TYPE P-3 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 3.79
E. INV. = 0.25

S-201

STA. 201+74.00, RT
CONST. TYPE P-3 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 3.79
E. INV. = 0.25

S-202

STA. 203+81.60, LT
CONST. TYPE P-4 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 3.39
E. INV. = - 0.15
W. INV. = - 0.15
S. INV. = - 0.15

S-203

STA. 203+81.60, RT
CONST. TYPE P-4 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 3.39
N. INV. = - 0.25
S. INV. = - 0.50
E. INV. = - 0.15
W. INV. = - 0.15

S-204

STA. 205+10.00, LT
CONST. TYPE P-3 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 3.88
W. INV. = 0.35

S-205

STA. 205+10.00, RT
CONST. TYPE P-3 INLET
FDOT INDEX 425-010, 425-024
EOP EL. = 3.88
W. INV. = 0.35

REVISIONS

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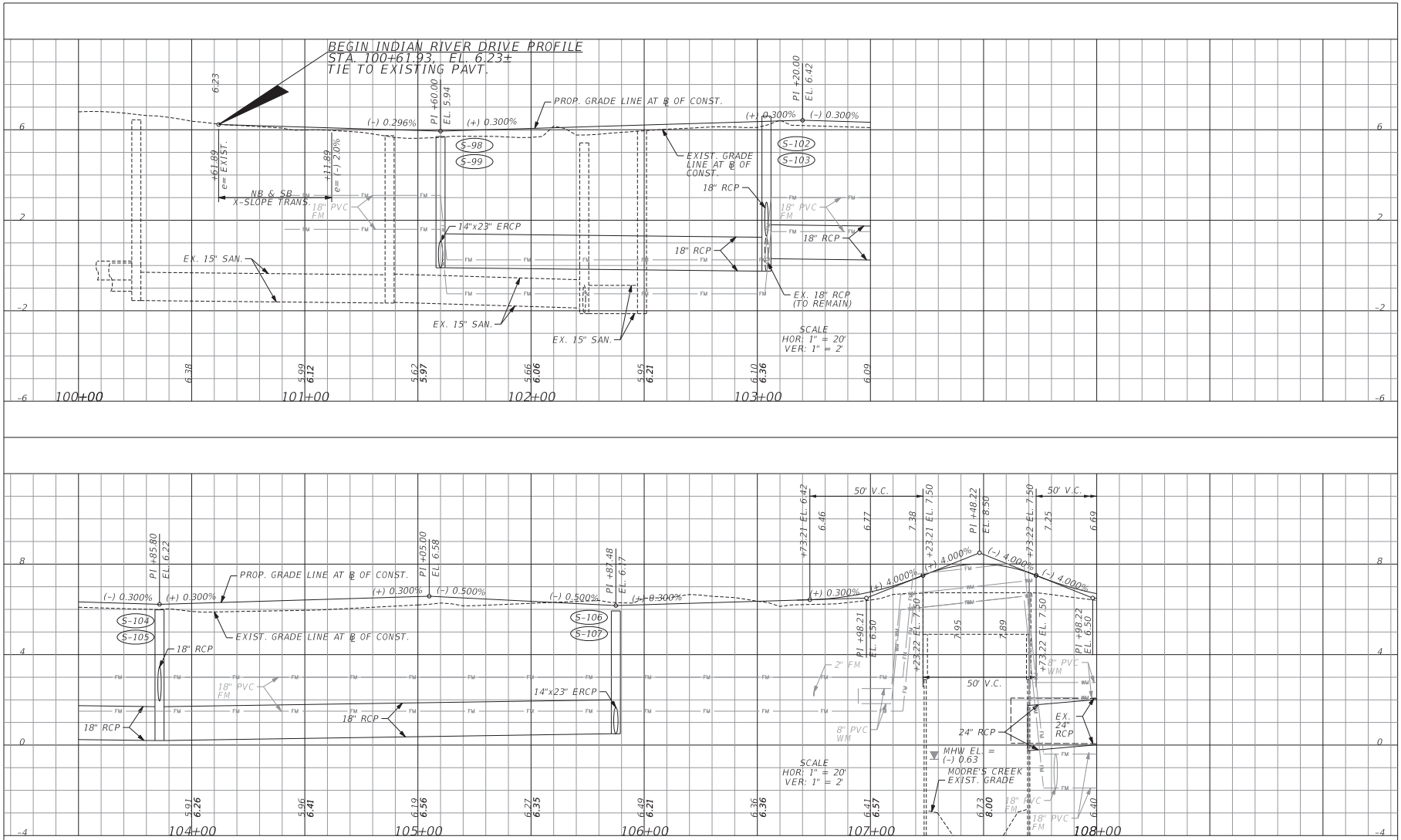
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

DRAINAGE STRUCTURES

SHEET NO.
16



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445 24th STREET, SUITE 200
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CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE PROFILE SHEET

SHEET NO. 17

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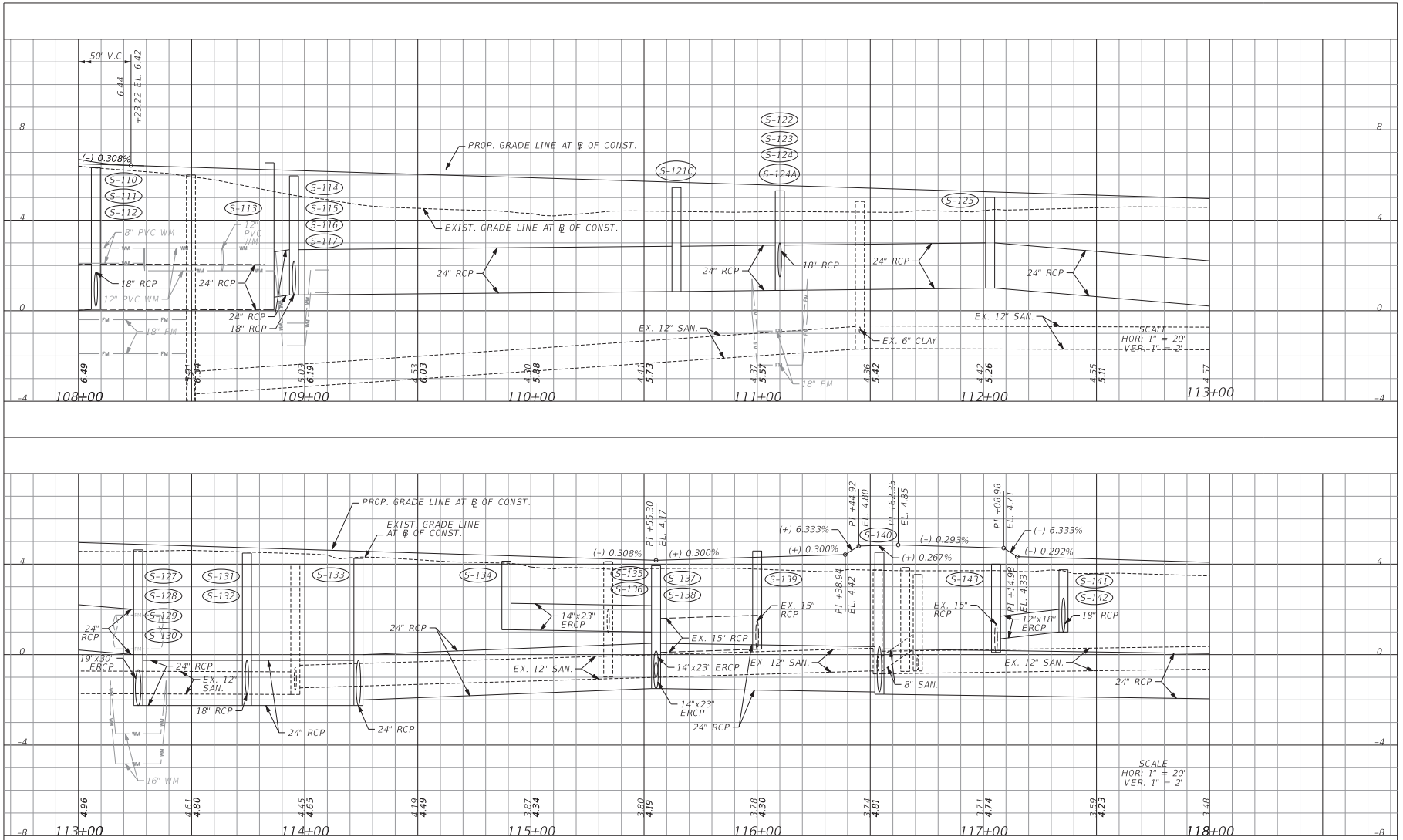

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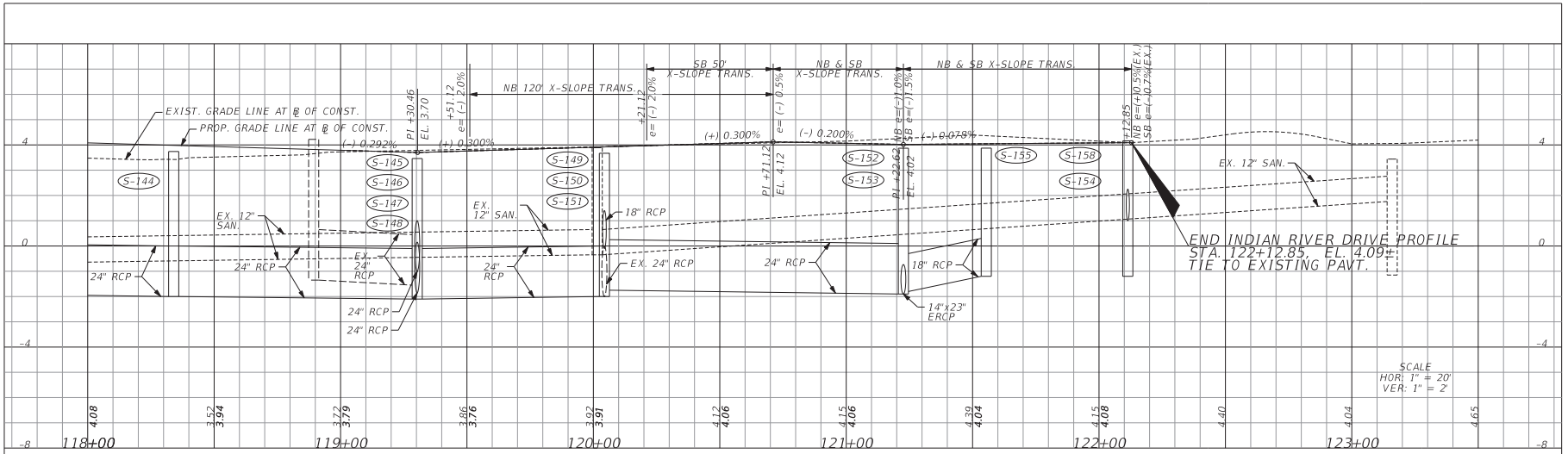
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE PROFILE SHEET

SHEET NO. 18



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE PROFILE SHEET

SHEET NO. 19

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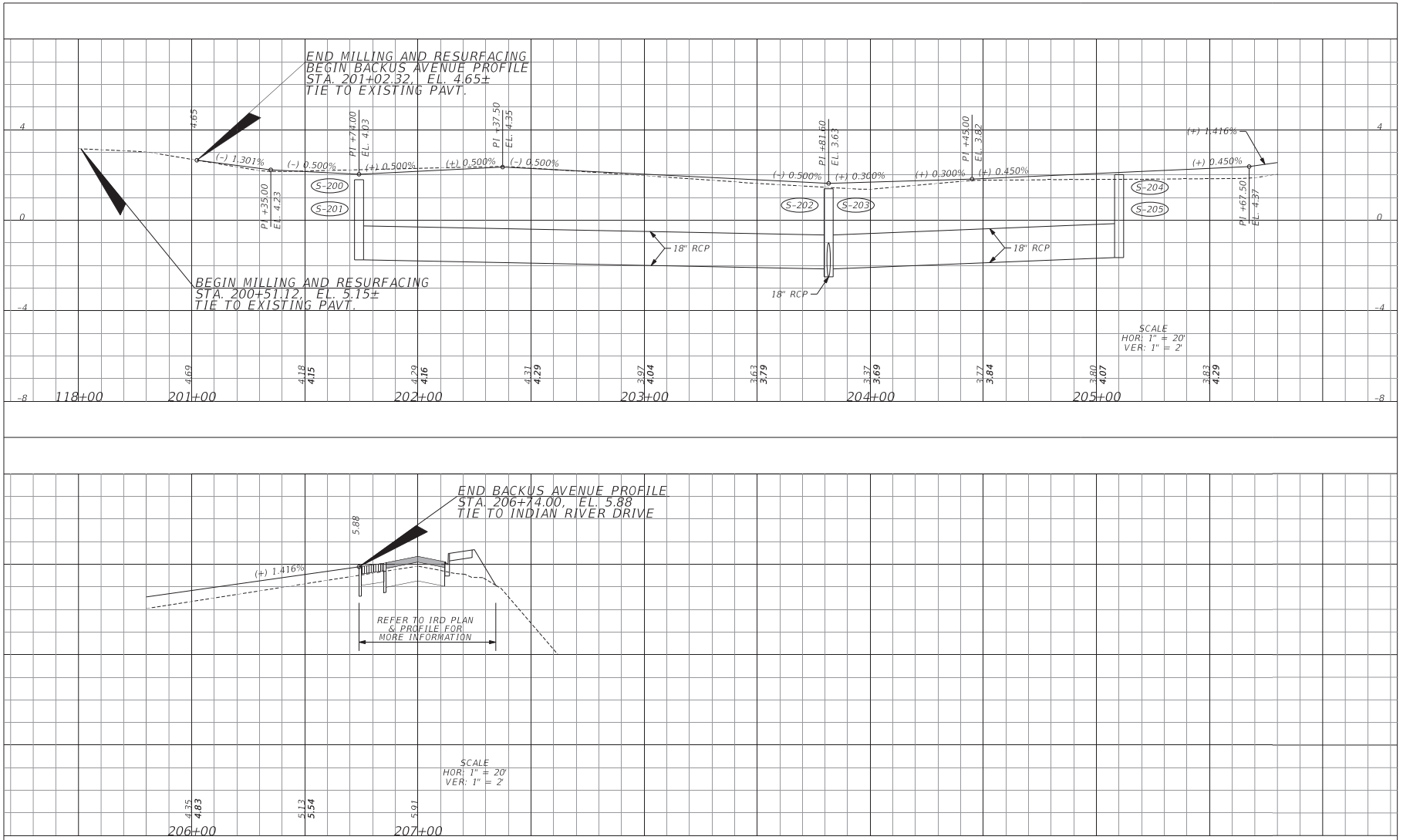

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BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

AE BACKUS AVENUE PROFILE SHEET

SHEET NO. 20

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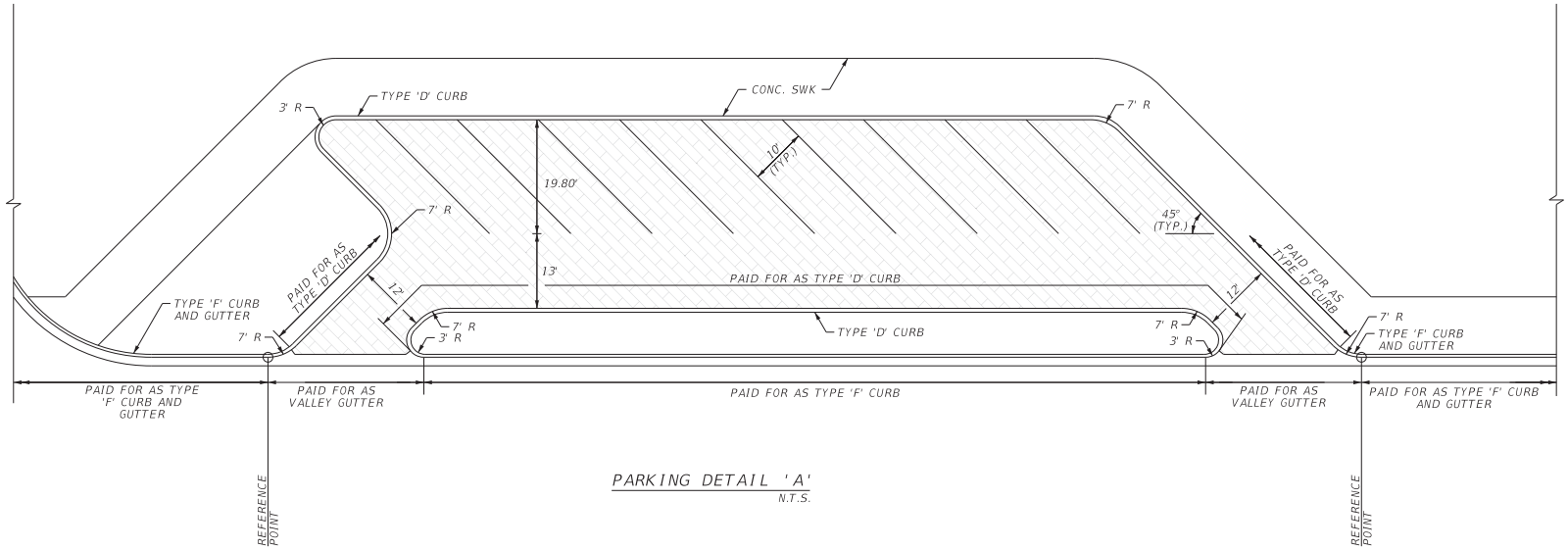
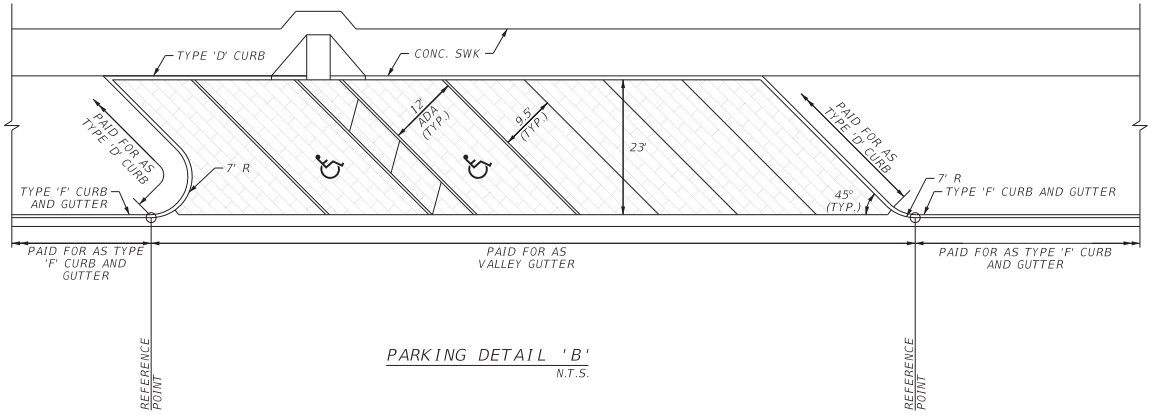


PARKING DETAIL 'A'
N.T.S.



PARKING DETAIL 'B'
N.T.S.

REVISIONS					
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445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
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CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

MISCELLANEOUS DETAILS

SHEET NO. 21

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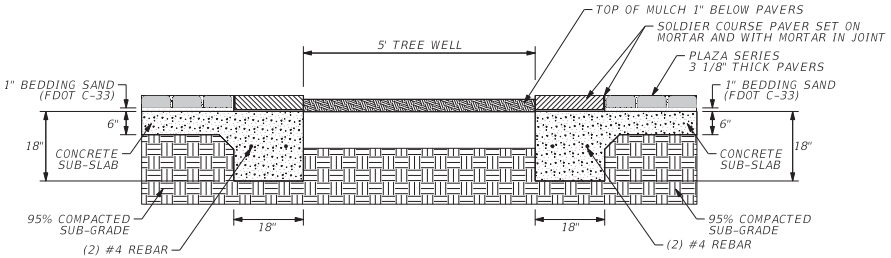
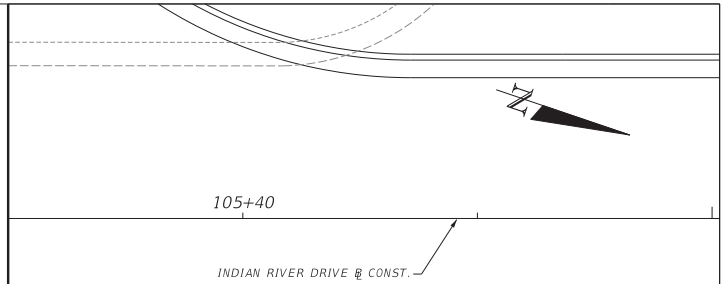
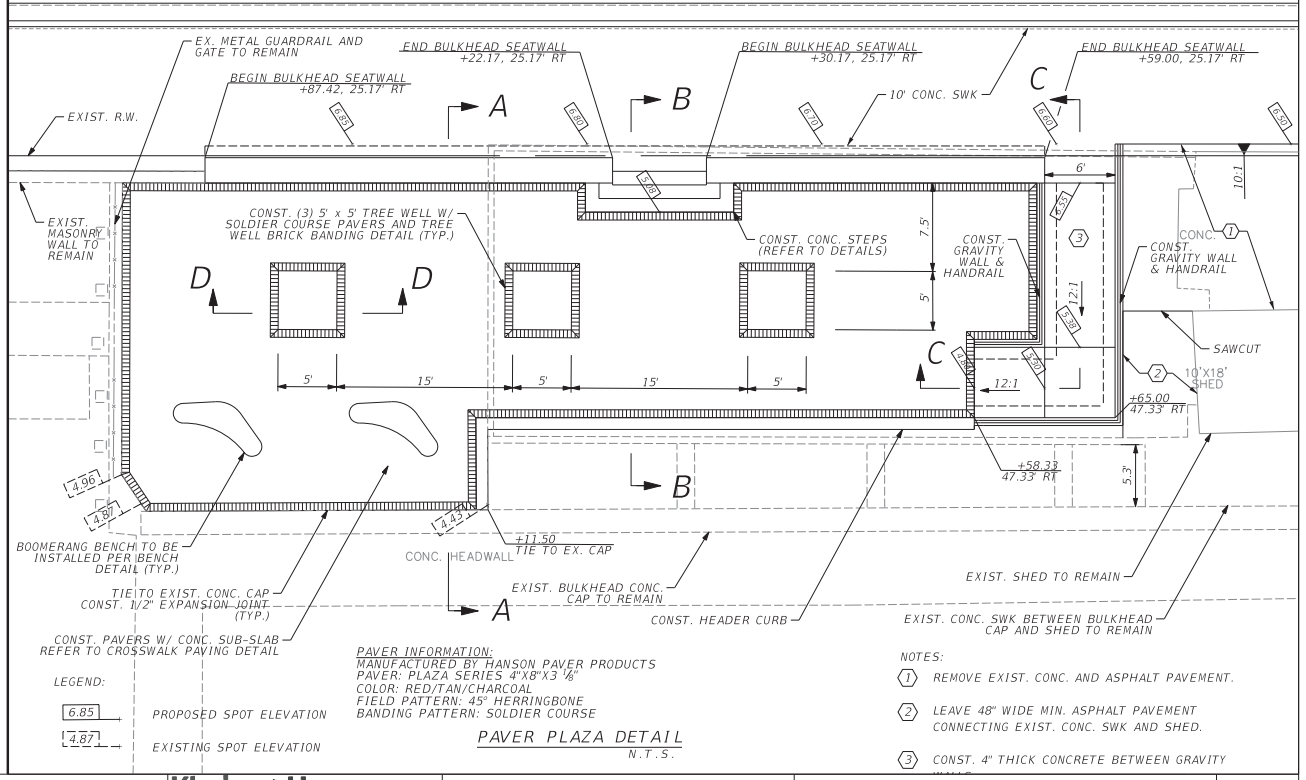


TYPICAL TREE WELL THICKENED EDGE – SECTION D – D

N.T.S.





LEGEND:

6.85 PROPOSED SPOT ELEVATION

4.87 EXISTING SPOT ELEVATION

PAVER INFORMATION:
MANUFACTURED BY HANSON PAVER PRODUCTS
PAVER: PLAZA SERIES 4"X8"X3 1/8"
COLOR: RED/TAN/CHARCOAL
FIELD PATTERN: 45° HERRINGBONE
BANDING PATTERN: SOLDIER COURSE

PAVER PLAZA DETAIL

N.T.S.

NOTES:

1. REMOVE EXIST. CONC. AND ASPHALT PAVEMENT.
2. LEAVE 48" WIDE MIN. ASPHALT PAVEMENT CONNECTING EXIST. CONC. SWK AND SHED.
3. CONST. 4" THICK CONCRETE BETWEEN GRAVITY

REVISIONS

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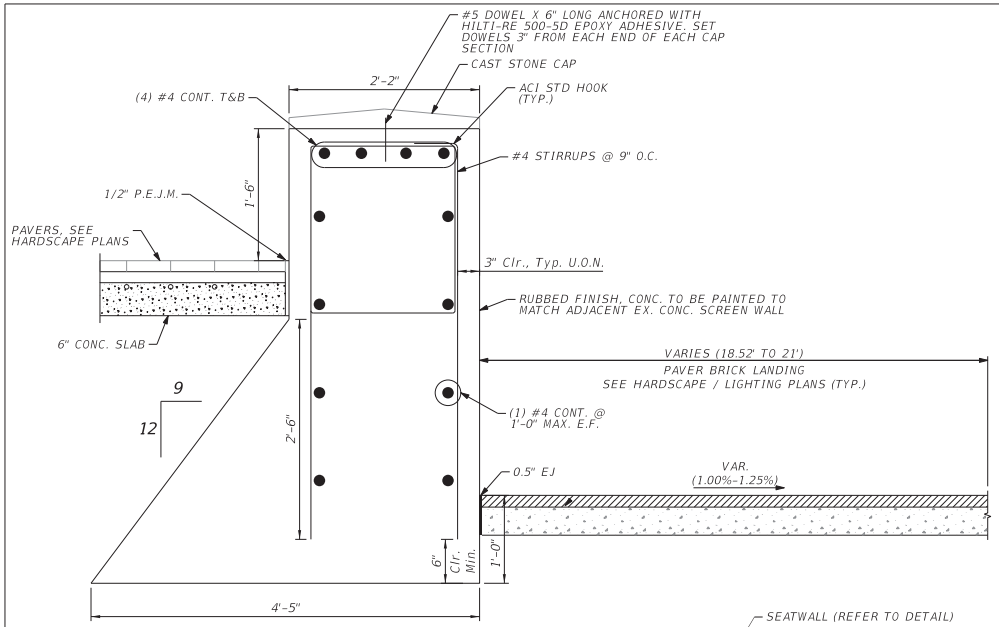
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

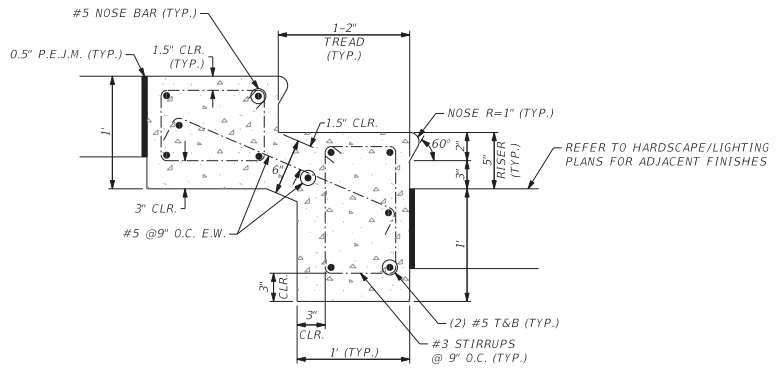
MISCELLANEOUS DETAILS

SHEET NO. 22



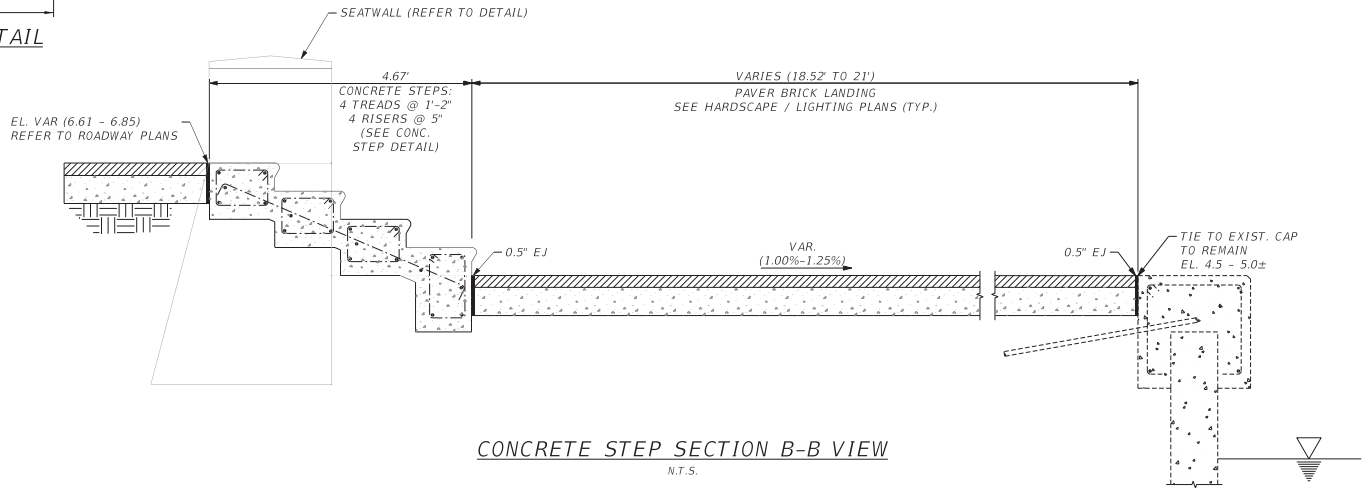
SEATWALL DETAIL

N.T.S.



TYPICAL CONCRETE STEP DETAIL

N.T.S.



CONCRETE STEP SECTION B-B VIEW

N.T.S.

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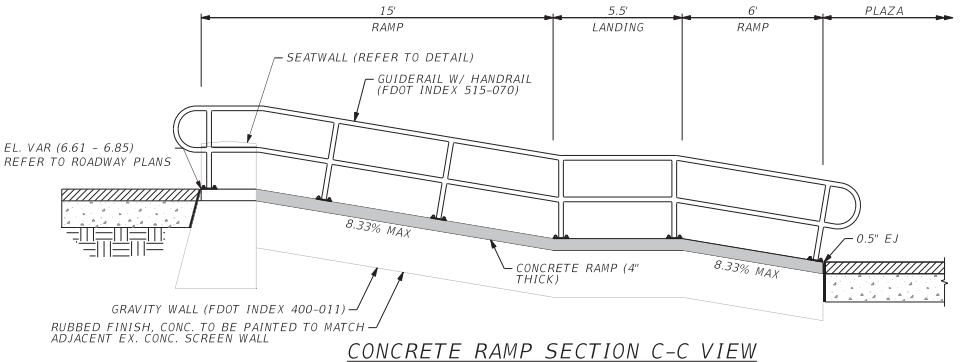
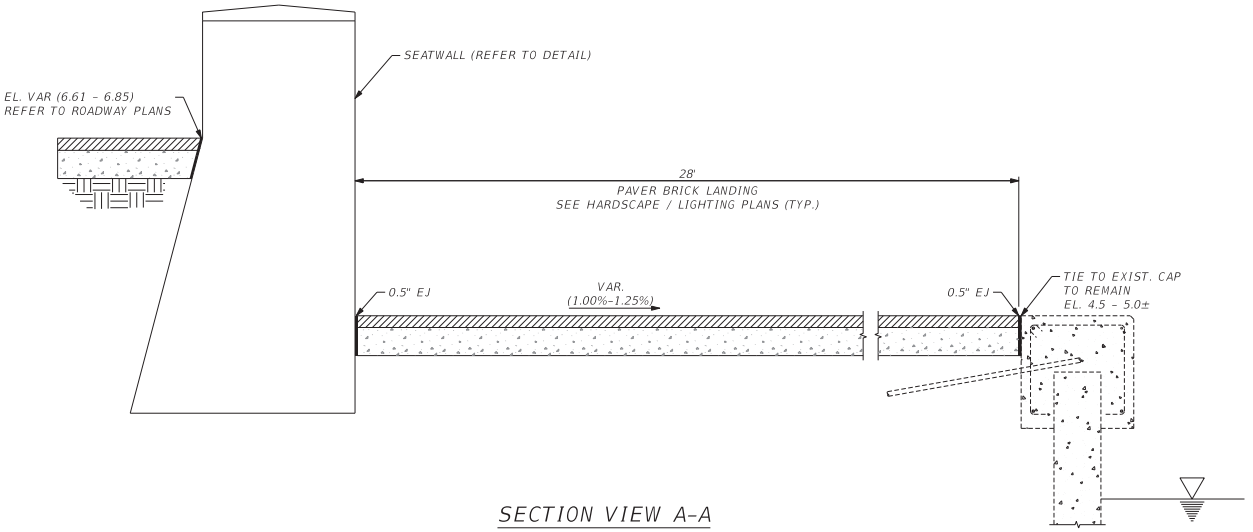
MISCELLANEOUS DETAILS

SHEET NO. 23



CONCRETE RAMP SECTION C-C VIEW

N.T.S.



SECTION VIEW A-A

N.T.S.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

MISCELLANEOUS DETAILS

SHEET NO.
23A

rebecca.mulroney 2/4/2025 3:17:03 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\SPDTLA01.DGN

Product Information — Boomerang Bench DF5330



Size:	97 11/16" x 39 1/8" x 17 1/2"
Weight:	1950 lbs.
Material:	Reinforced Concrete, Wood
Reinforcing:	Steel Rebar
Features:	*Lifting strap slots *Anchoring Kit TF9047 included

Anchoring is required

[redacted]

CONCRETE FINISH OPTION

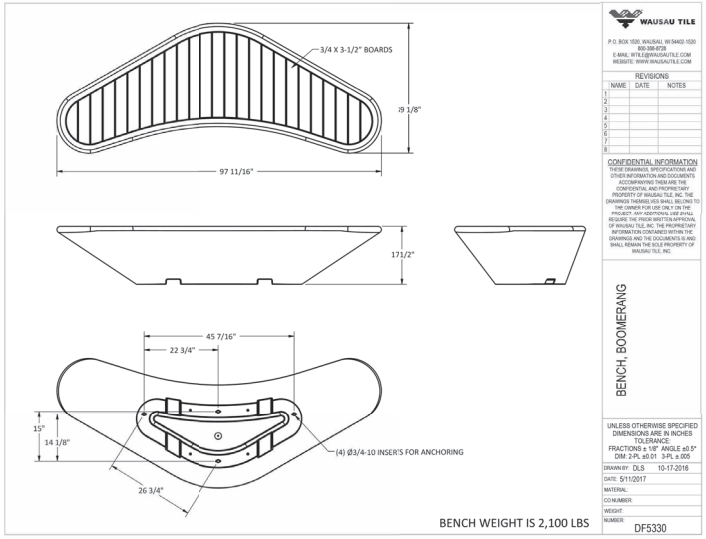
STANDARD COLOR PALETTE: CHARCOAL

WOOD FINISH OPTION

RECYCLED PLASTIC LUMBER: SAND

WAUSAU TILE

P: 800.388.8728 | E: wtile@wausautile.com | WAUSAUTILE.COM
P.O. box 1520, Wausau, WI 54402-1520



BENCH WEIGHT IS 2,100 LBS

WAUSAU TILE
P.O. BOX 1520, WAUSAU, WI 54402-1520
800-388-8728
E-MAIL: WTILE@WAUSAUTILE.COM
WEBSITE: WWW.WAUSAUTILE.COM

REVISIONS

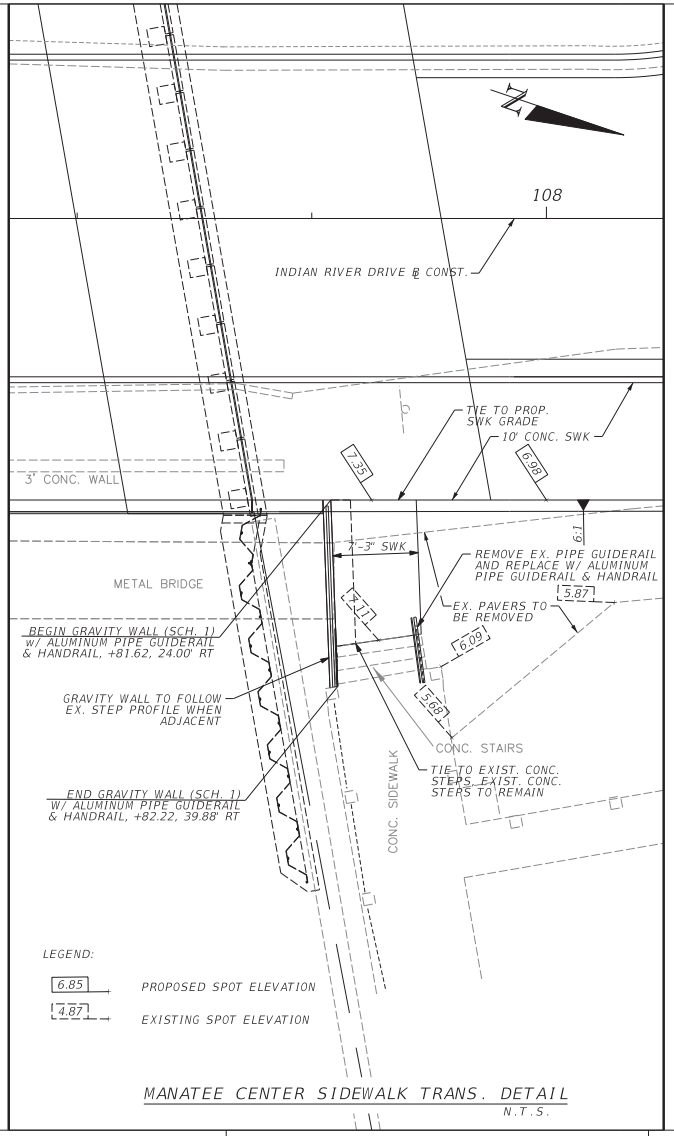
	NAME	DATE	NOTES
1			
2			
3			
4			
5			
6			
7			
8			

CONFIDENTIAL INFORMATION
THESE DRAWINGS, SPECIFICATIONS AND OTHER INFORMATION AND DOCUMENTS ACCOMPANYING THEM ARE THE CONFIDENTIAL AND PROPRIETARY PROPERTY OF WAUSAU TILE, INC. THE DRAWINGS THEMSELVES SHALL BELONG TO THE OWNER FOR USE ONLY ON THE PROJECT FOR WHICH THEY ARE PREPARED. REQUIRE THE PRIOR WRITTEN APPROVAL OF WAUSAU TILE, INC. THE PROPRIETARY INFORMATION CONTAINED WITHIN THE DRAWINGS AND THE DOCUMENTS IS AND SHALL REMAIN THE SOLE PROPERTY OF WAUSAU TILE, INC.

BENCH, BOOMERANG

UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES
TOLERANCE:
FRACTIONS ± 1/8" ANGLE ±0.5°
DIM: 2-PL ±0.01 3-PL ±.005

DRAWN BY:	DLS 10-17-2016
DATE:	5/11/2017
MATERIAL:	
CO NUMBER:	
WEIGHT:	
NUMBER:	DF5330



MANATEE CENTER SIDEWALK TRANS. DETAIL
N.T.S.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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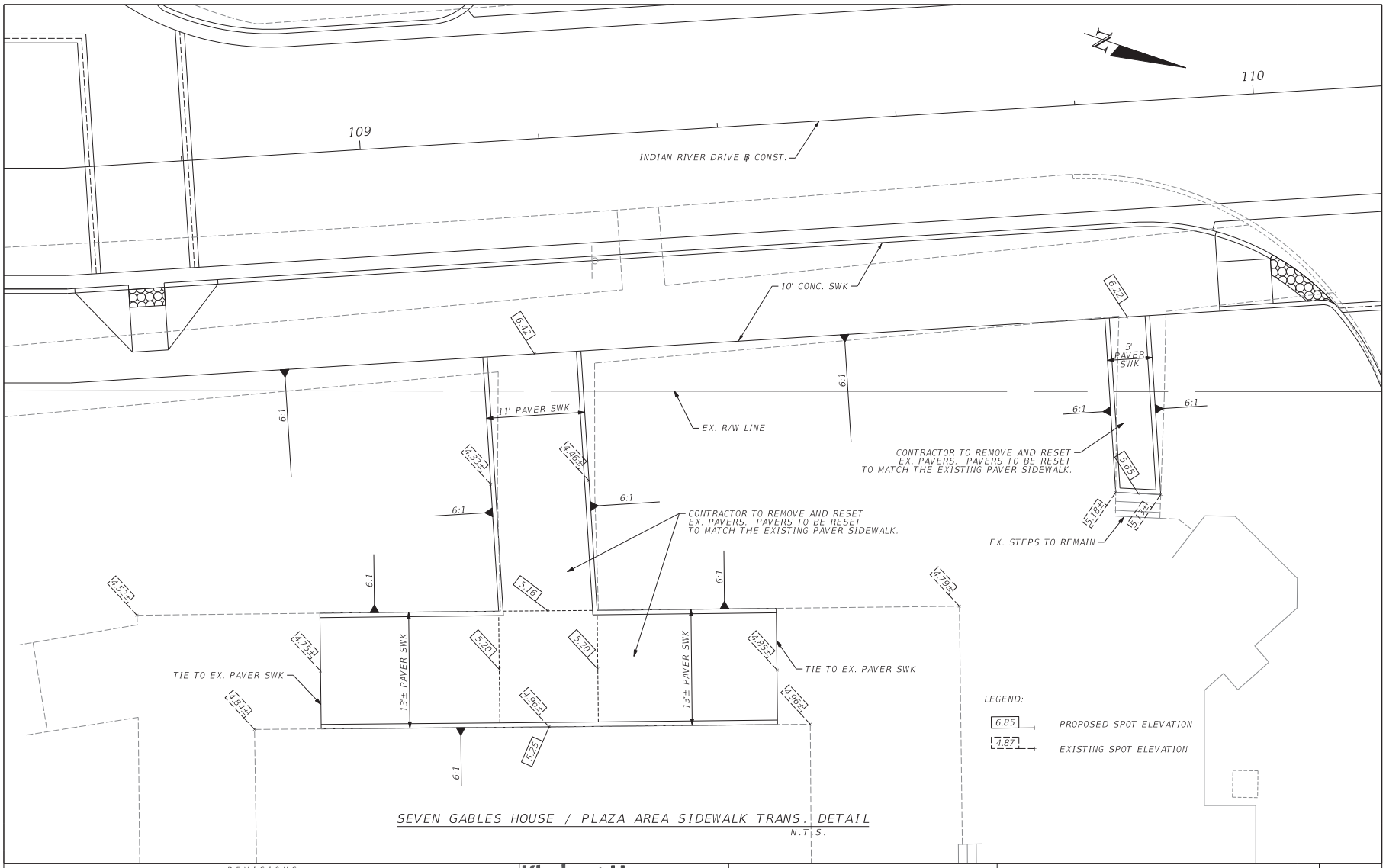
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

MISCELLANEOUS DETAILS

SHEET NO. 24



SEVEN GABLES HOUSE / PLAZA AREA SIDEWALK TRANS. DETAIL

N.T.S.

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn

BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

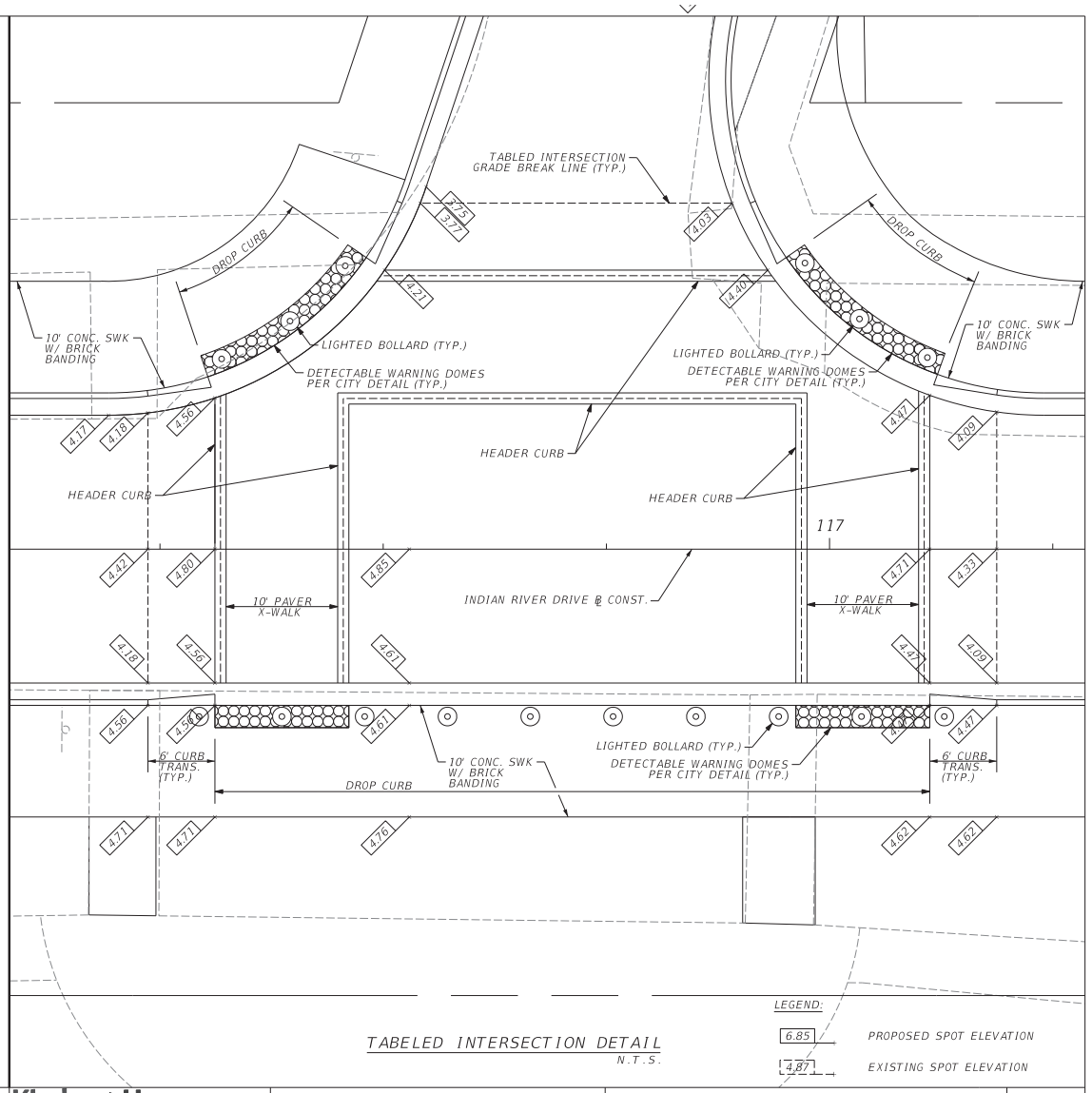
CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

MISCELLANEOUS DETAILS

SHEET NO. 24A

rebecca.mulroney 2/4/2025 3:17:21 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\SPDTRD02.DGN



TABELED INTERSECTION DETAIL
N.T.S.

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

MISCELLANEOUS DETAILS

SHEET NO. 24B

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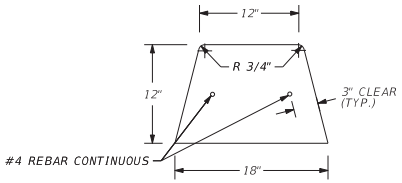
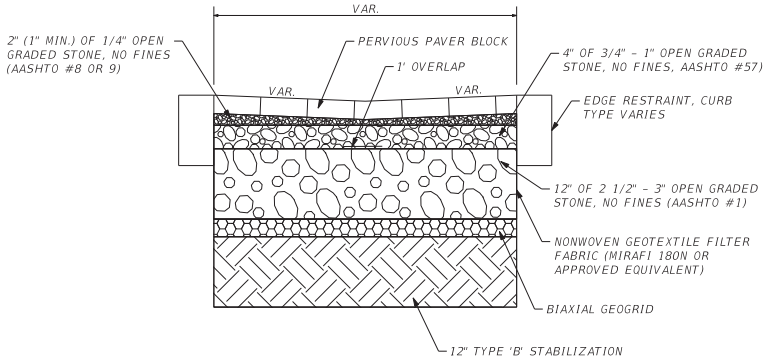


TYPE 'HEADER' CURB

N.T.S.

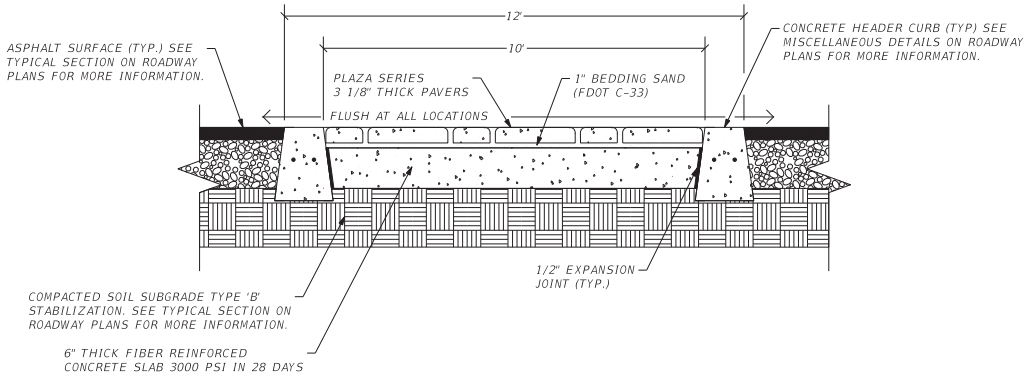


NOTES:

1. PERVIOUS PAVERS SHALL CONSIST OF BELGARD PERMEABLE PAVER BLOCK (OR APPROVED EQUAL) (4"x8"x3.15"), COLOR: HARVEST BLEND, PATTERN: 90 DEGREE HERRING BONE WITH SOLDIER COURSE BORDER.
2. MATERIAL AND LABOR COST ASSOCIATED IWTH BIAXIAL GEOGRID TO BE INCLUDE IN PERVIOUS PAVER BLOCK UNIT PRICE.
2. REFER TO PAVING, GRADING & DRAINAGE PLAN FOR ADDITIONAL INFORMATION.

PERVIOUS PAVER DETAIL

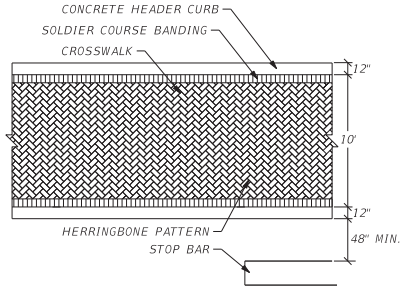
N.T.S.



-SAND-SWEEP JOINTS USING POLYMERIC SAND JOINING MATERIAL JOINTS SHALL NOT EXCEED 1/8"
-SEAL WITH PROTECTIVE SEALANT OR MANUFACTURER'S APPROVED EQUAL

CROSSWALK PAVING DETAIL - SECTION

N.T.S.



PAVER INFORMATION:
MANUFACTURED BY HANSON PAVER PRODUCTS
PAVER: PLAZA SERIES 4"X8"X3 1/8"
COLOR: RED/TAN/CHARCOAL (INDIVIDUAL BRICK COLOR)
FIELD PATTERN: 45° HERRINGBONE
BANDING PATTERN: SOLDIER COURSE (COLOR: RED)

CROSSWALK PAVING DETAIL - PLAN

N.T.S.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

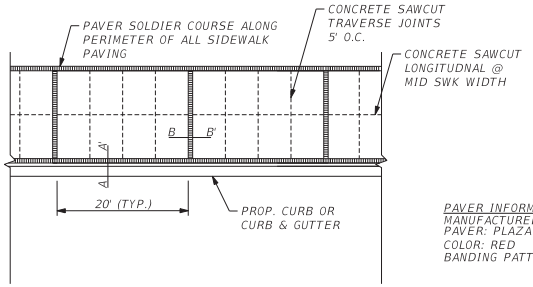
Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

MISCELLANEOUS DETAILS

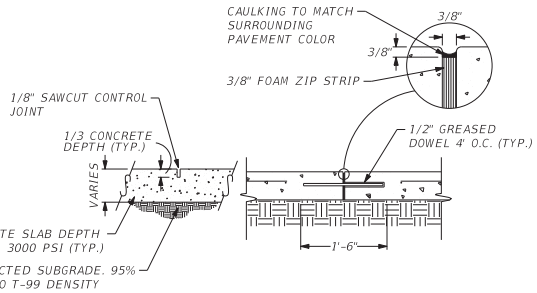
SHEET NO. 25



PAVER INFORMATION:
MANUFACTURED BY HANSON PAVER PRODUCTS
PAVER: PLAZA SERIES 4"X8"X3 1/8"
COLOR: RED
BANDING PATTERN: SOLDIER COURSE

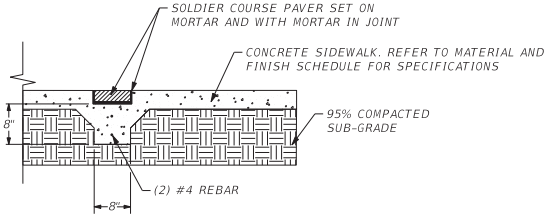
TYPICAL SIDEWALK BRICK BANDING CONFIGURATION

N.T.S.



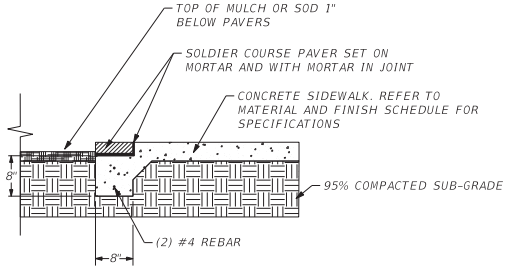
SAW CUT / EXPANSION JOINT

N.T.S.



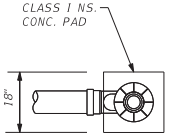
TYPICAL SIDEWALK BRICK BANDING- SECTION B – B'

N.T.S.

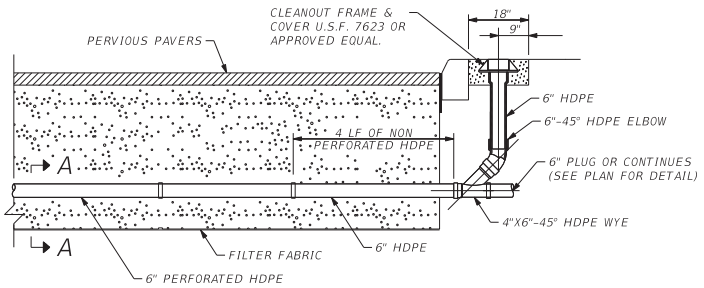


TYPICAL SIDEWALK BRICK BANDING – SECTION A – A'

N.T.S.



PLAN



SECTION

ROCK DRAIN AND PIPE CLEANOUT DETAIL

N.T.S.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

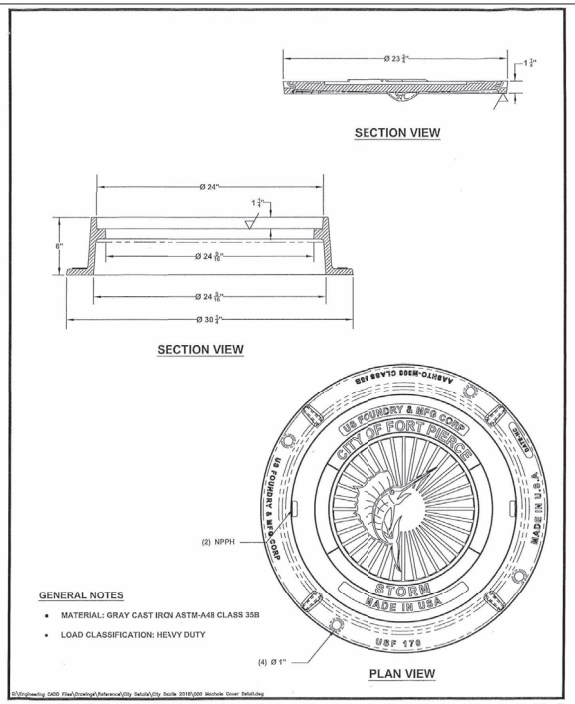
CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

MISCELLANEOUS DETAILS

SHEET NO. 26

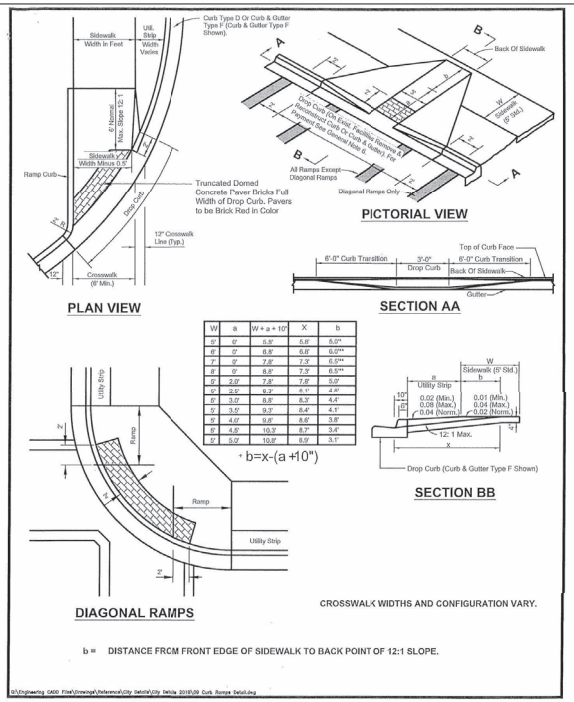
rebecca.mulroney 2/4/2025 3:17:51 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\SPDTLA01.DGN



MANHOLE COVER DETAIL

DATE:	APRIL 2022
SCALE:	N.T.S.
DRAWN:	D.SUMMER

SHEET 7

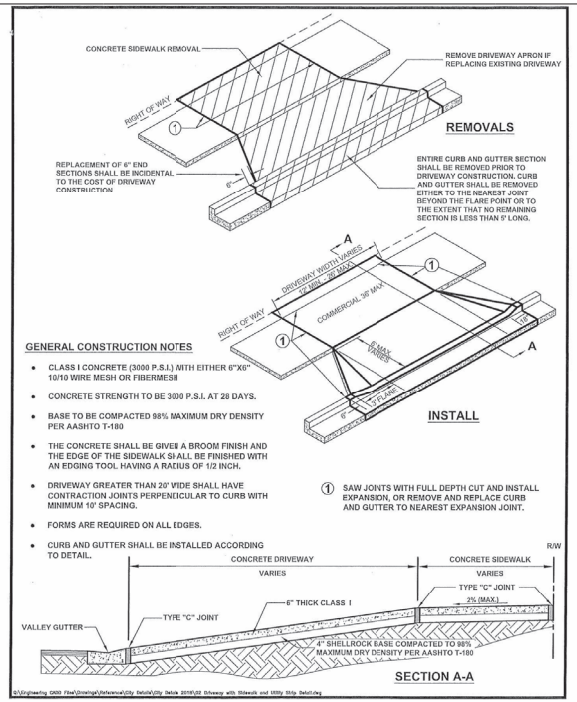


W	a	W + a + 10"	X	b
6'	0'	6.8'	6.8'	5.0"
6'	0'	6.8'	6.8'	6.0"*
7'	0'	7.8'	7.3'	6.5"*
8'	0'	8.8'	7.3'	6.5"*
6'	2.0'	7.8'	7.8'	5.0'
6'	2.5'	8.3'	8.1'	4.4'
6'	3.0'	8.8'	8.3'	4.4'
5'	3.0'	8.3'	8.4'	4.1'
5'	4.0'	9.8'	8.8'	3.8'
6'	4.0'	10.3'	8.7'	3.4'
5'	5.0'	10.8'	8.8'	3.1'

CURB RAMP DETAIL

DATE:	JUNE 2018
SCALE:	N.T.S.
DRAWN:	D.SUMMER

SHEET 9



DRIVEWAY WITH SIDEWALK AND UTILITY STRIP DETAIL

DATE:	FEBRUARY 2018
SCALE:	N.T.S.
DRAWN:	D.SUMMER

SHEET 2

SUMMARY OF TURNOUTS

STATION	SIDE	WIDTH (FT)	COMMENTS
INDIAN RIVER DRIVE			
115+25.31	LT	19.40	PER FDOT STD. INDEX
121+45.56	LT	15.15	PER FDOT STD. INDEX

SUMMARY OF TURNOUTS

STATION	SIDE	WIDTH (FT)	COMMENTS
BACKUS AVENUE			
202+00.79	RT	24.00	PER CITY STD. DETAIL, 3'x3' FLARE
201+87.16	LT	12.00	PER CITY STD. DETAIL, 3'x3' FLARE
203+27.93	LT	18.10	PER CITY STD. DETAIL, 3'x3' FLARE
203+57.46	LT	14.00	PER CITY STD. DETAIL, 3'x3' FLARE
204+04.33	LT	24.00	PER CITY STD. DETAIL, 3'x3' FLARE
204+66.57	LT	30.00	PER CITY STD. DETAIL, 3'x3' FLARE
204+36.15	LT	22.00	PER CITY STD. DETAIL, 3'x3' FLARE
204+47.29	RT	24.00	PER CITY STD. DETAIL, 3'x3' FLARE
206+07.82	LT	22.00	PER CITY STD. DETAIL, 3'x3' FLARE
206+25.22	RT	22.00	PER CITY STD. DETAIL, 3'x3' FLARE

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

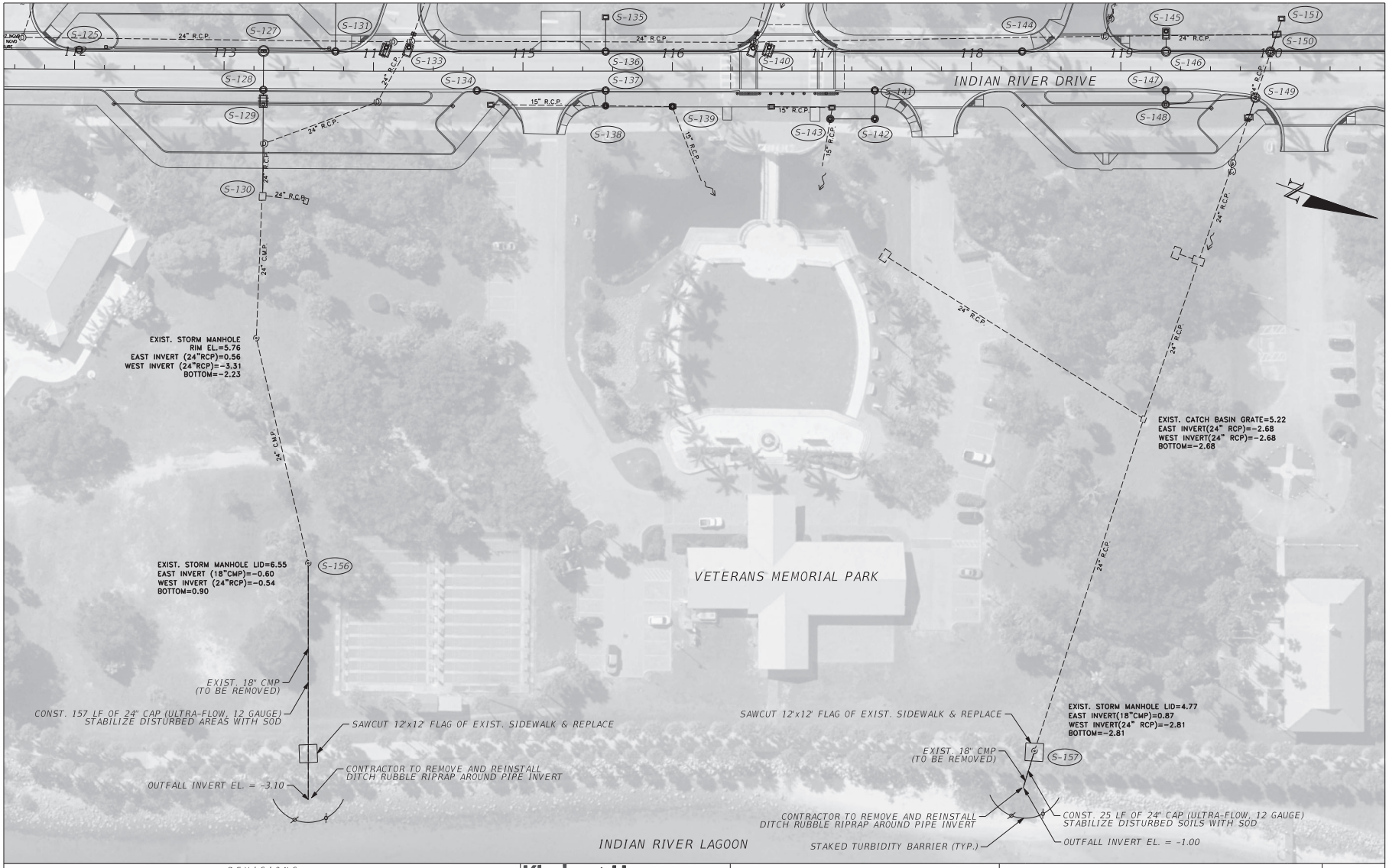
Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

MISCELLANEOUS DETAILS

SHEET NO. 27



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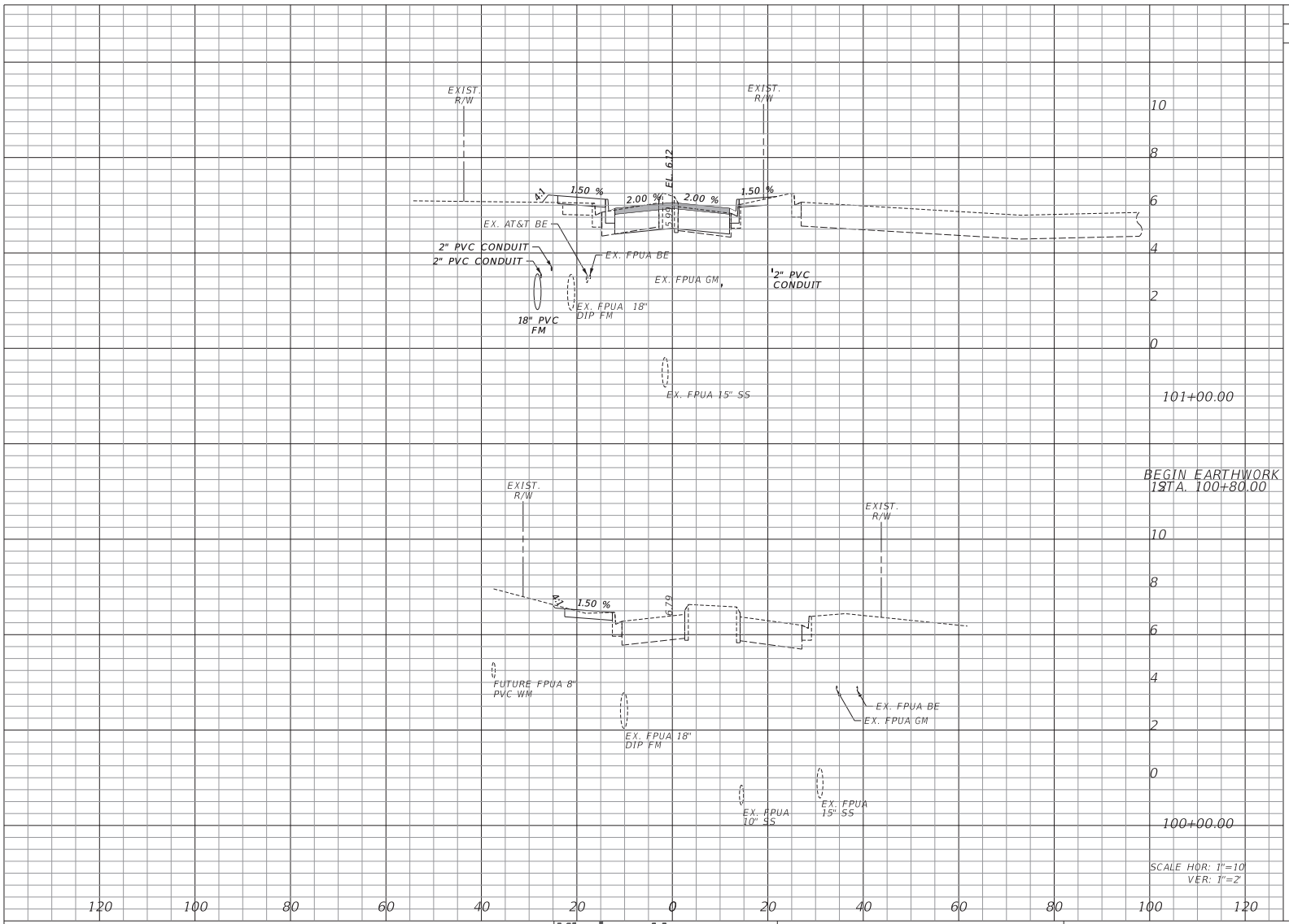
CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

MISCELLANEOUS DETAILS

SHEET NO.
28

rebecca.mulroney 2/4/2025 3:18:28 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\PLANS_ROADWAY\PLANDR01.dgn



Regular Exc.		Embankment	
A	V	A	V
28.77	0.00	32.00	0.00

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24TH STREET, SUITE 200
VERO BEACH, FL 32960
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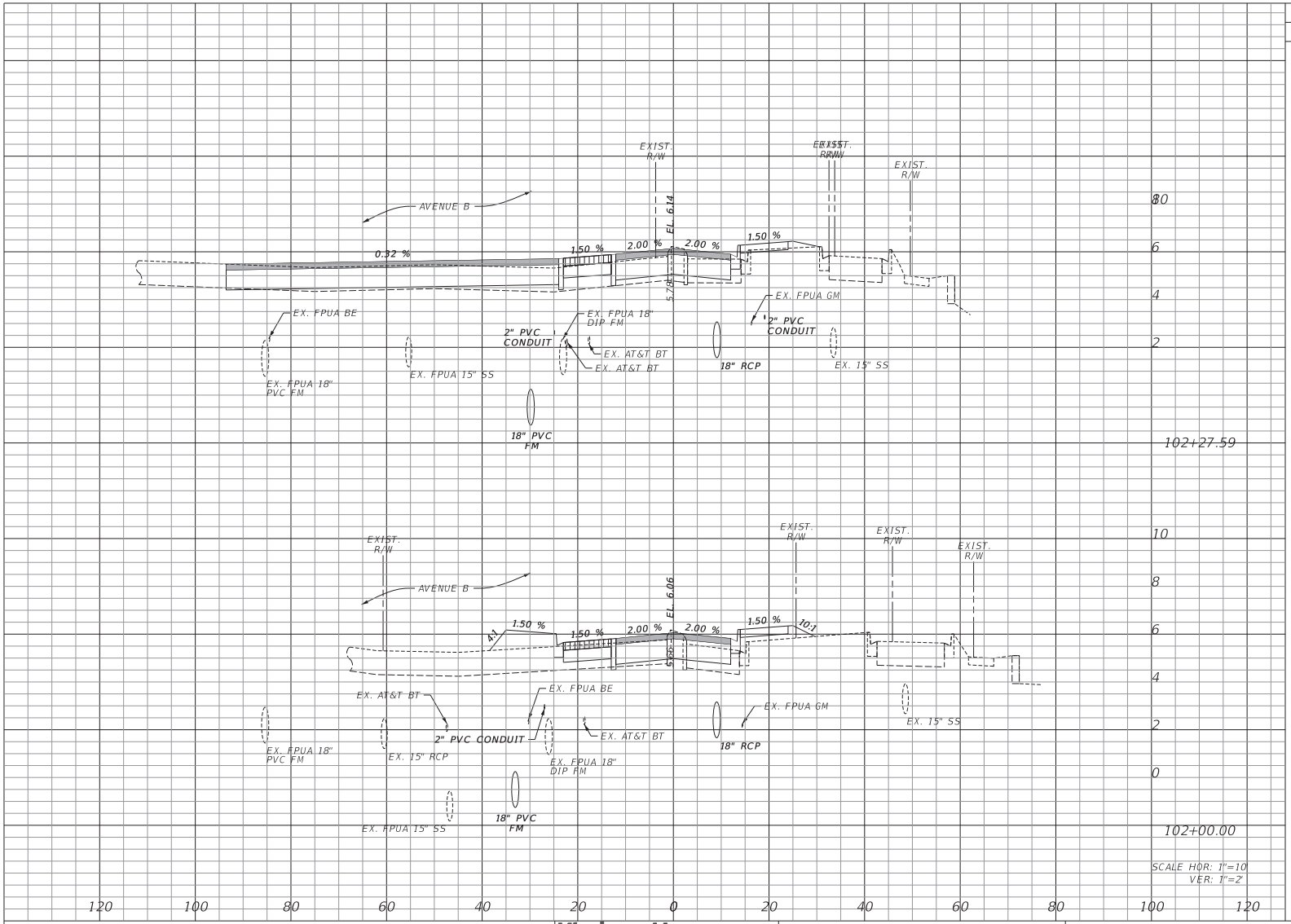
CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE CROSS SECTIONS

SHEET NO. 29

rebecca.mulroney 2/4/2025 3:19:27 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\RDXSRD01 - TRD.DGN



Regular Exc.		Embankment	
A	V	A	V
61.26	45.85	79.26	66.50
28.48	106.02	50.89	153.50

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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P.E. LICENSE NUMBER 56939
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VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE CROSS SECTIONS

SHEET NO. 30

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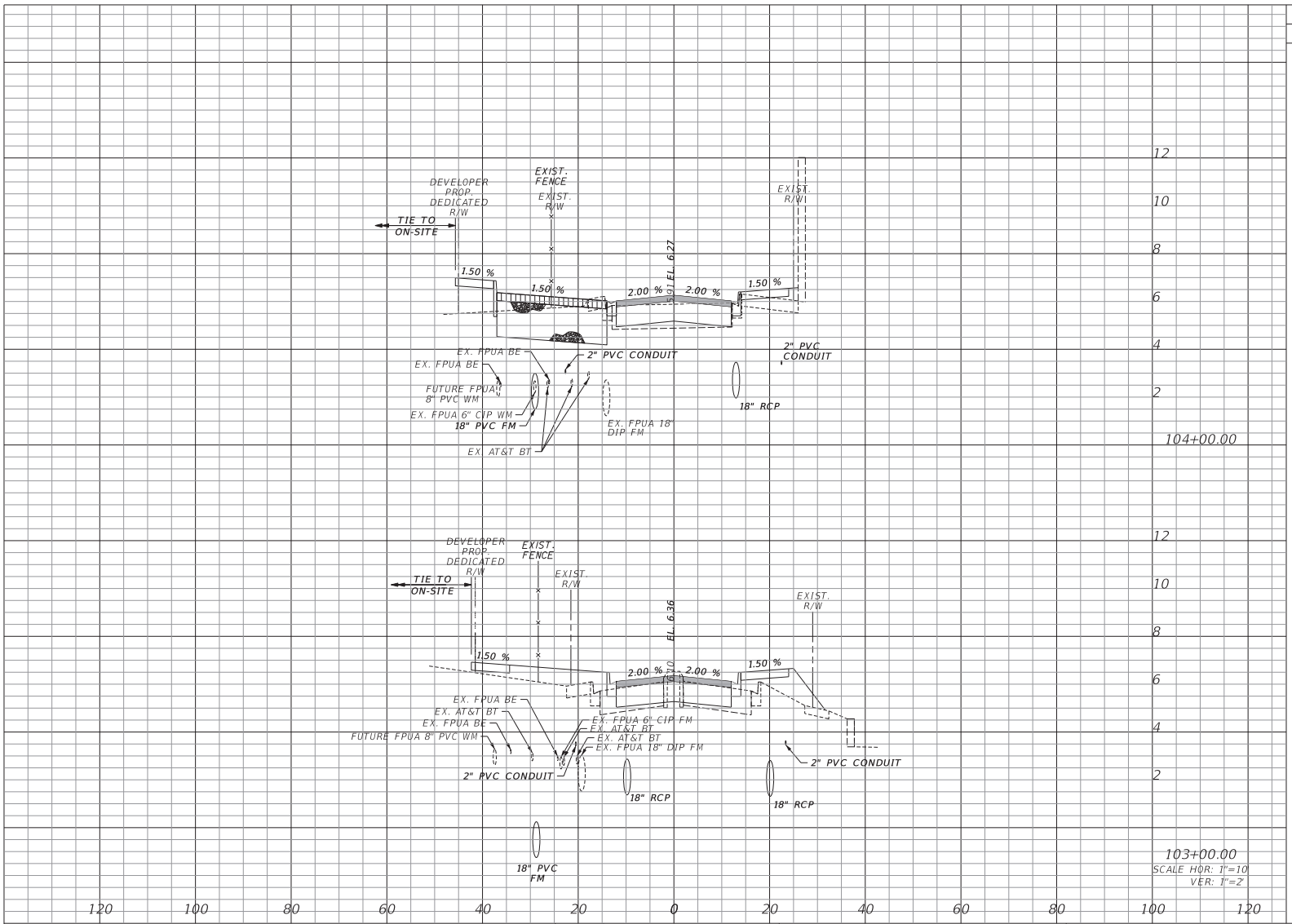

Regular Exc.		Embankment	
A	V	A	V
55.37	144.74	82.56	251.63
22.79	112.70	53.32	177.78

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE CROSS SECTIONS

SHEET NO. 31

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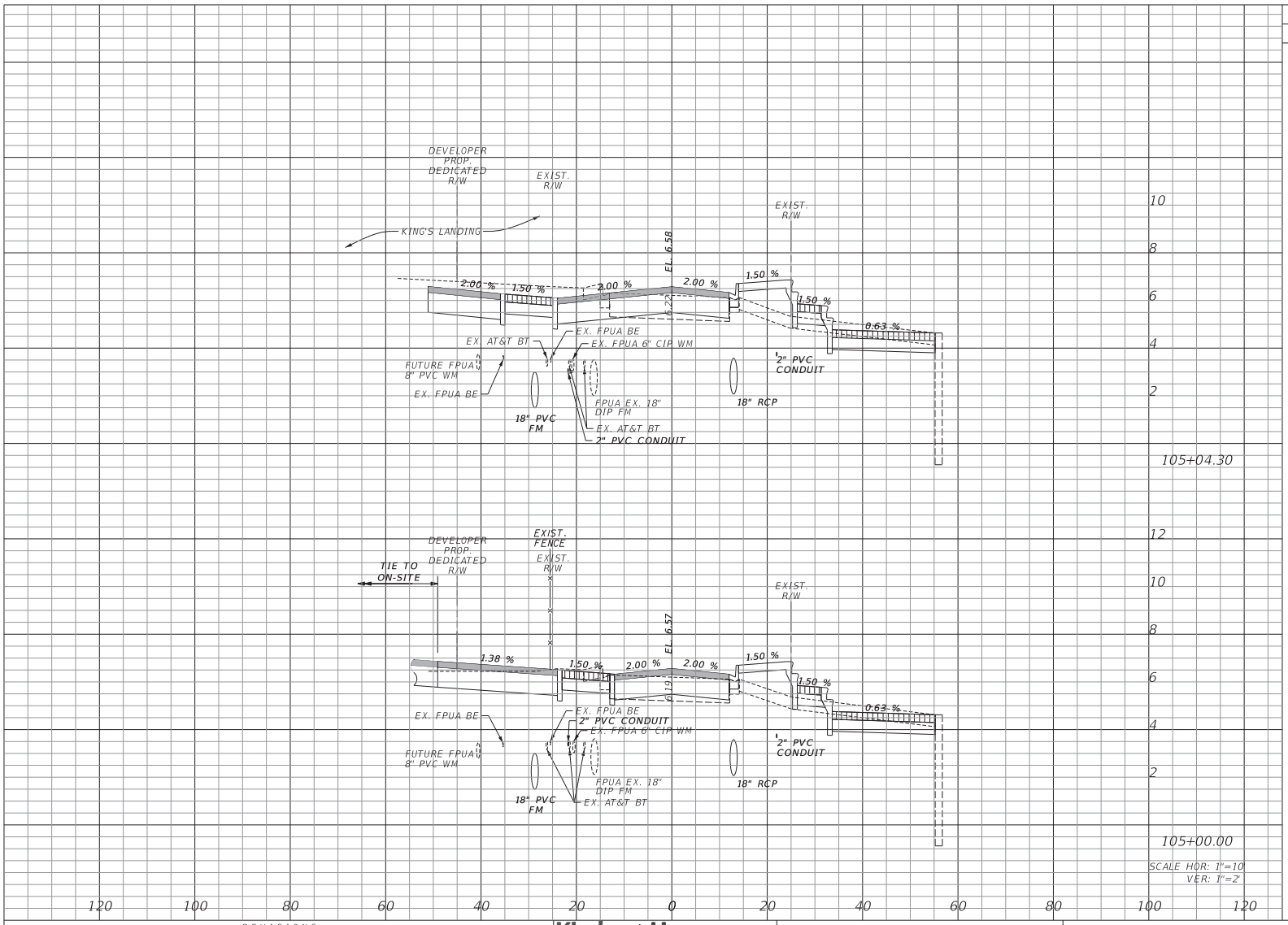

Regular Exc.		Embankment	
A	V	A	V
100.41	14.36	98.11	15.43
79.91	250.52	95.69	330.09

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE CROSS SECTIONS

SHEET NO. 32

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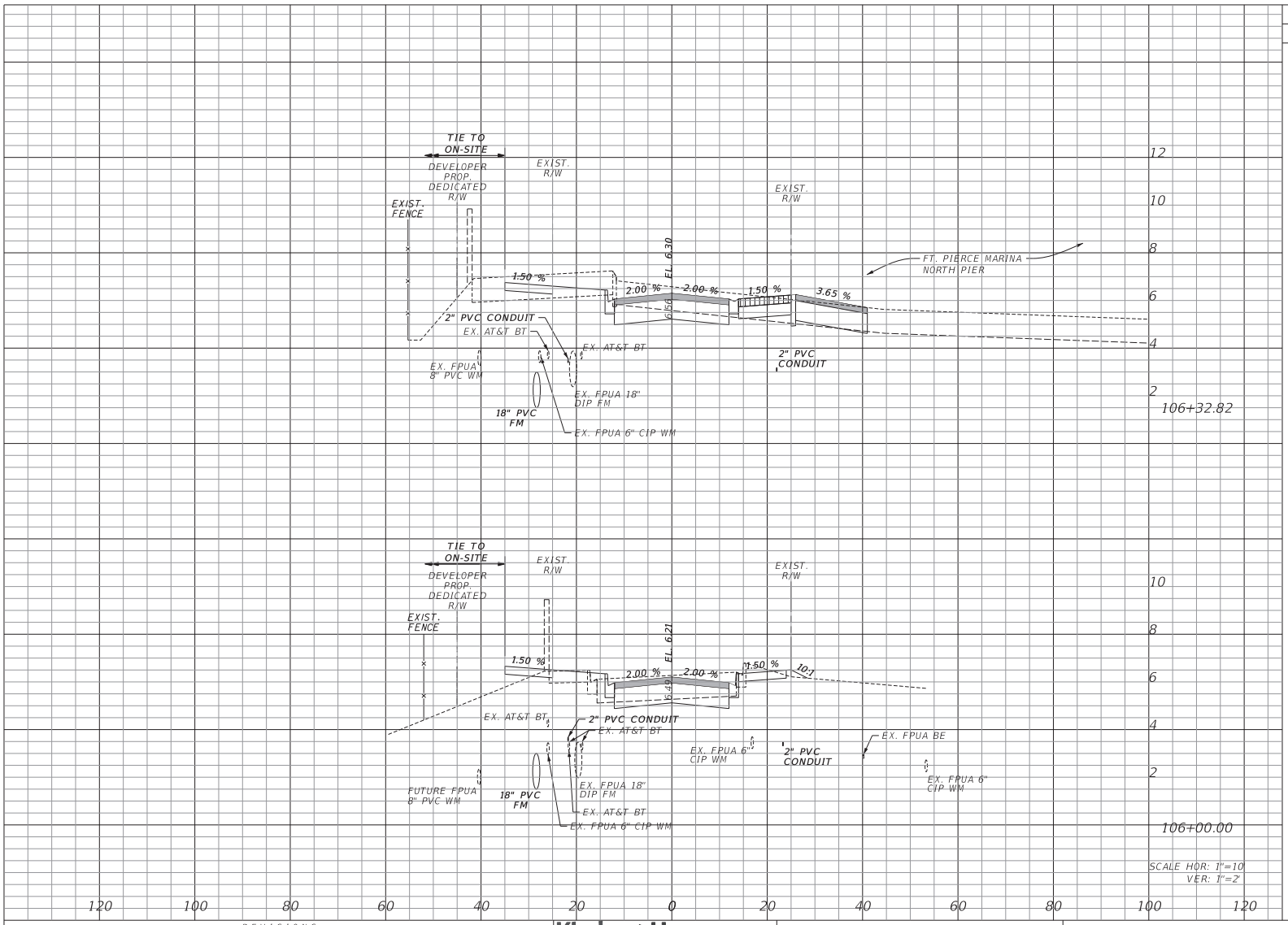

Regular Exc.		Embankment	
A	V	A	V
78.74	69.54	55.20	55.83
35.67	241.16	36.66	238.84

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
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VERO BEACH, FL 32960
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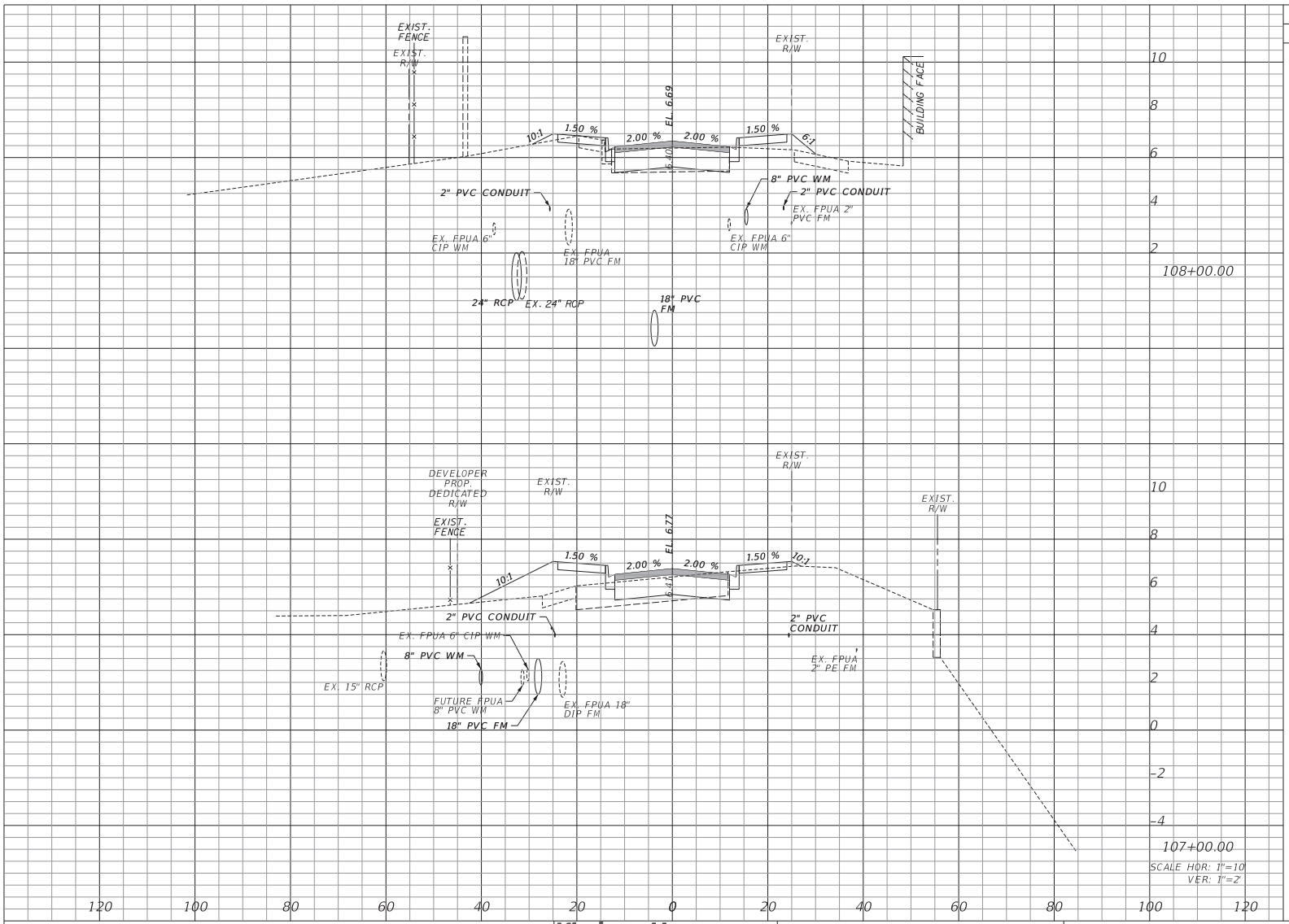
CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE CROSS SECTIONS

SHEET NO. 33

rebecca.mulroney 2/4/2025 3:19:30 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\RDXSRD01 - TRD.DGN



Regular Exc.		Embankment	
A	V	A	V
26.47	92.83	36.36	159.78
23.66	127.39	49.92	130.78

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24TH STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

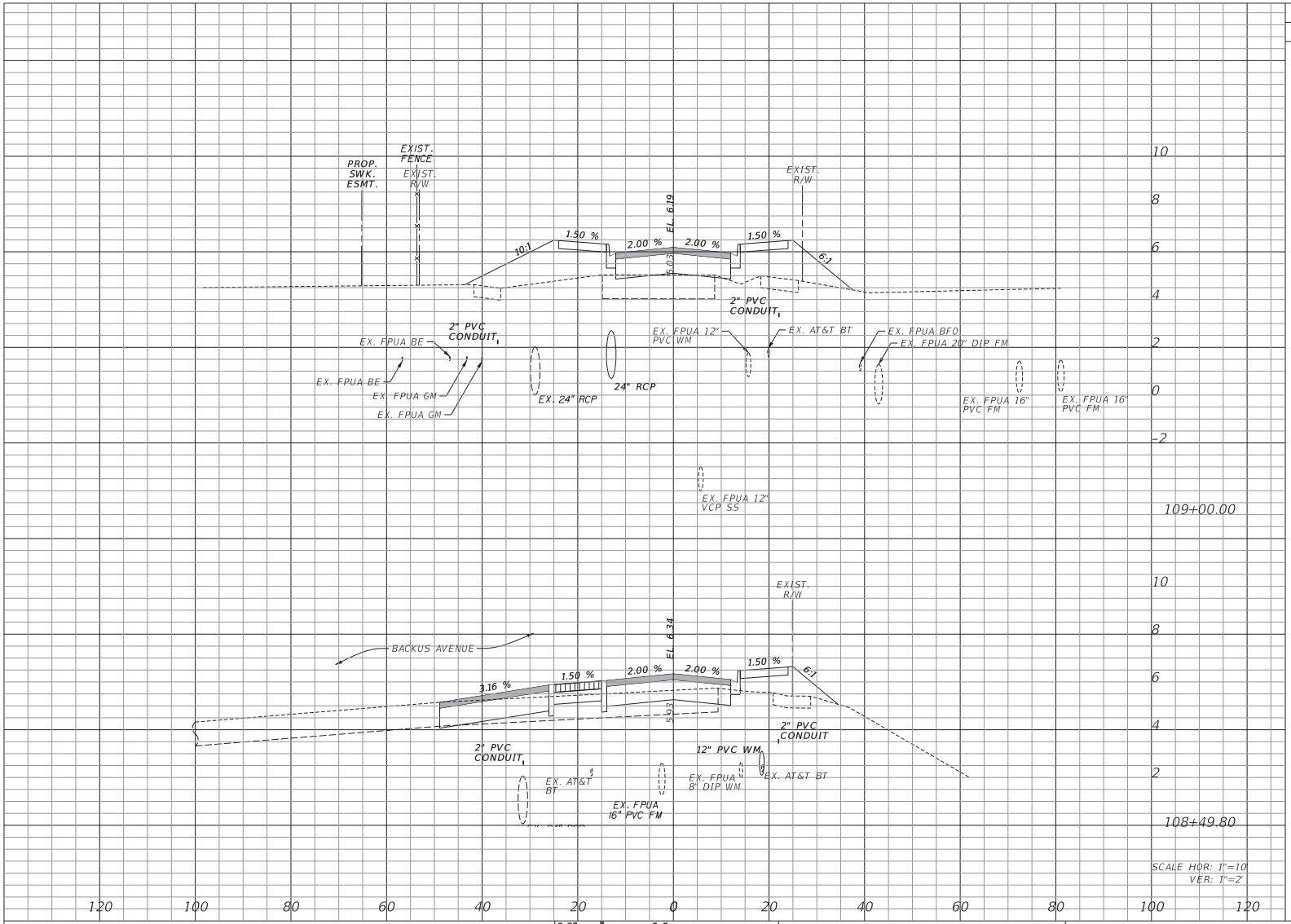
CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE CROSS SECTIONS

SHEET NO. 34

rebecca.mulroney 2/4/2025 3:19:31 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\RDXSRD01 - TRD.DGN



Regular Exc.		Embankment	
A	V	A	V
	35.74		152.17
1.08		85.43	
	58.87		105.71
37.37		78.26	

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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445 24TH STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

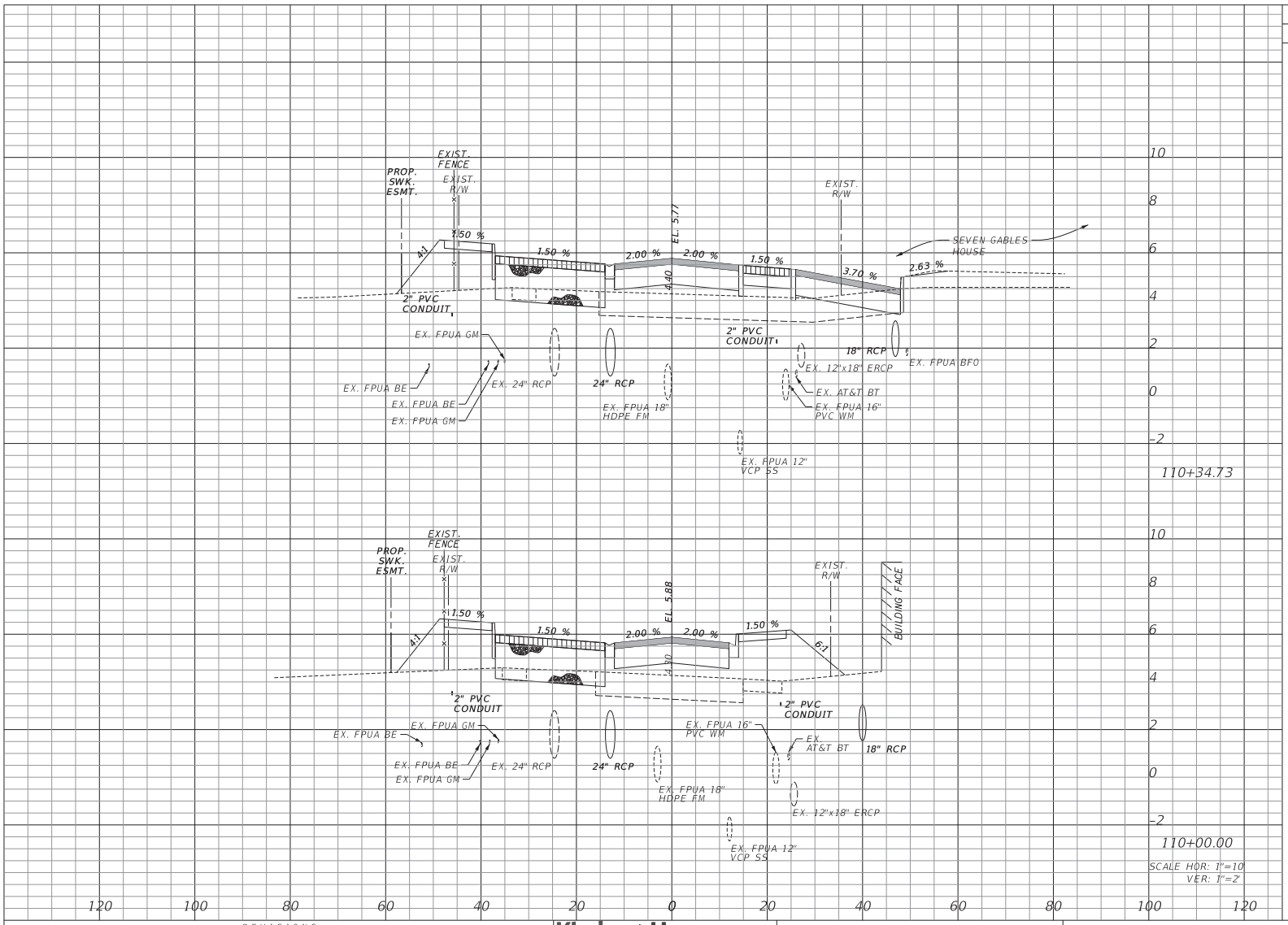
CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE CROSS SECTIONS

SHEET NO. 35

rebecca.mulroney 2/4/2025 3:19:31 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\RDXSRD01 - TRD.DGN



Regular Exc.		Embankment	
A	V	A	V
24.43	23.60	149.96	189.30
12.27	24.72	144.37	425.56

REVISIONS

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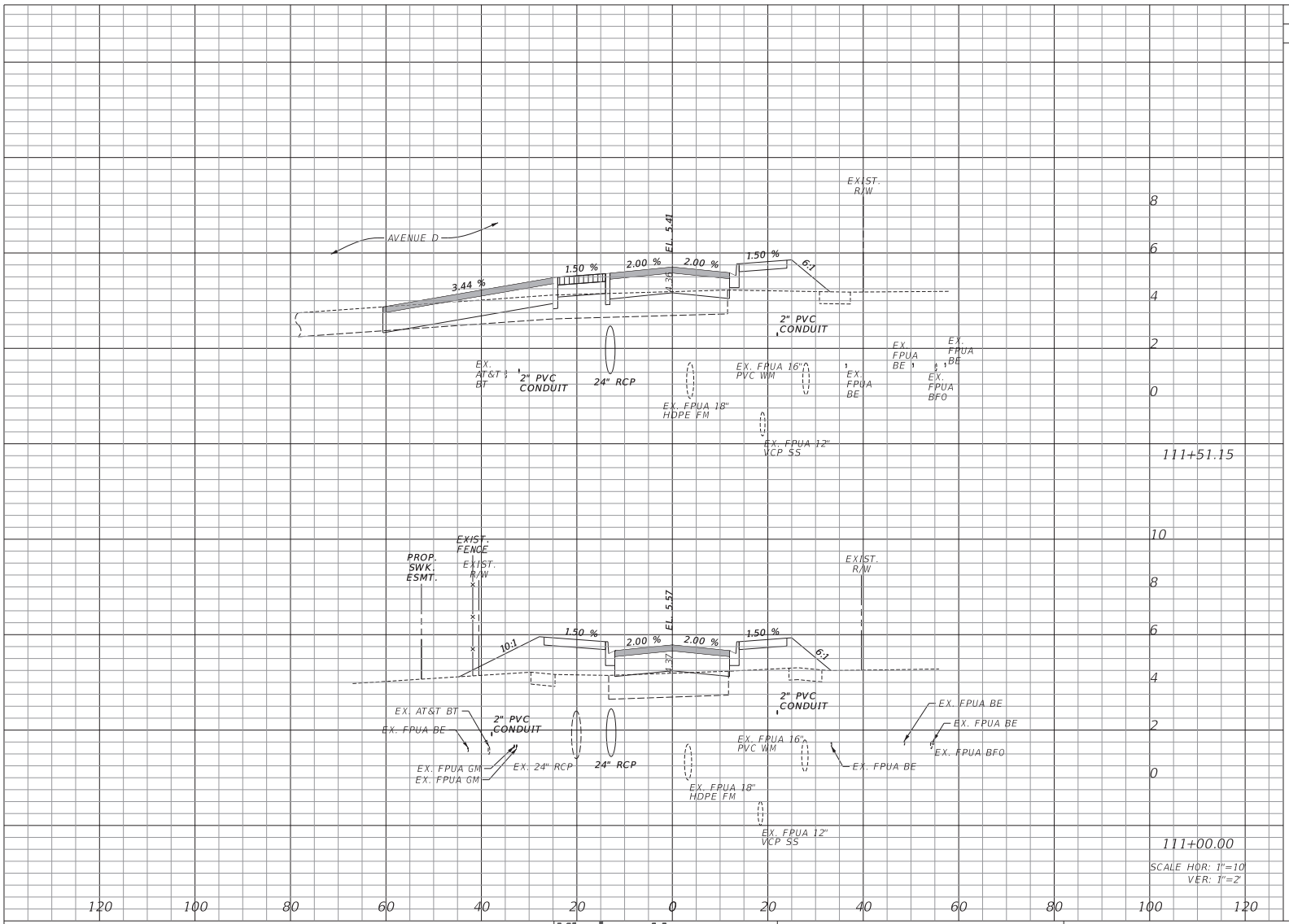
CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE CROSS SECTIONS

SHEET NO. 36

rebecca.mulroney 2/4/2025 3:19:32 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\RDXSRD01 - TRD.DGN



Regular Exc.		Embankment	
A	V	A	V
31.42	30.73	93.42	159.29
1.02	30.76	74.76	271.62

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE CROSS SECTIONS

SHEET NO. 37

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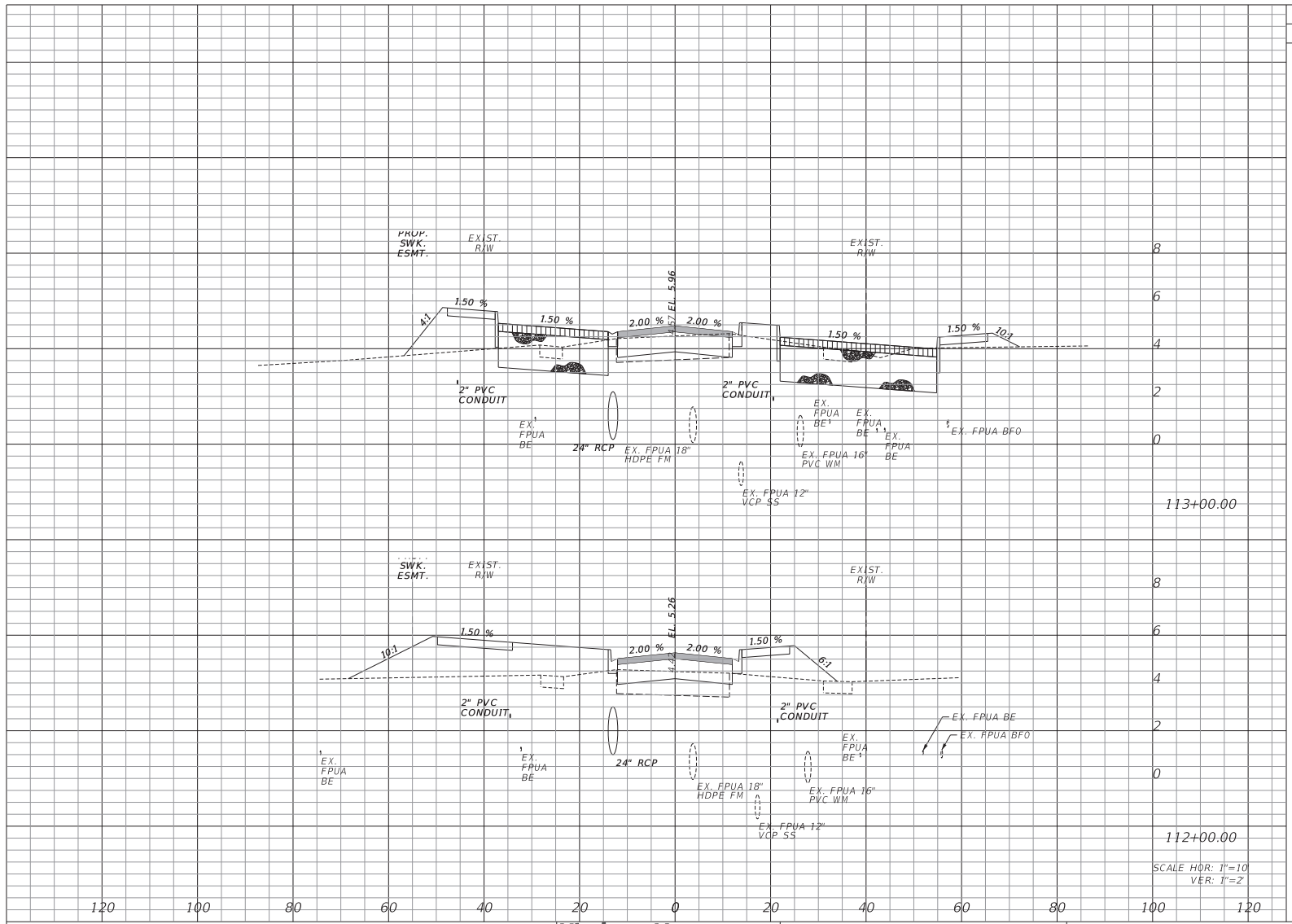

Regular Exc.		Embankment	
A	V	A	V
98.85	202.26	165.67	500.83
10.37	37.81	104.78	179.31

REVISIONS

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CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE CROSS SECTIONS

SHEET NO. 38

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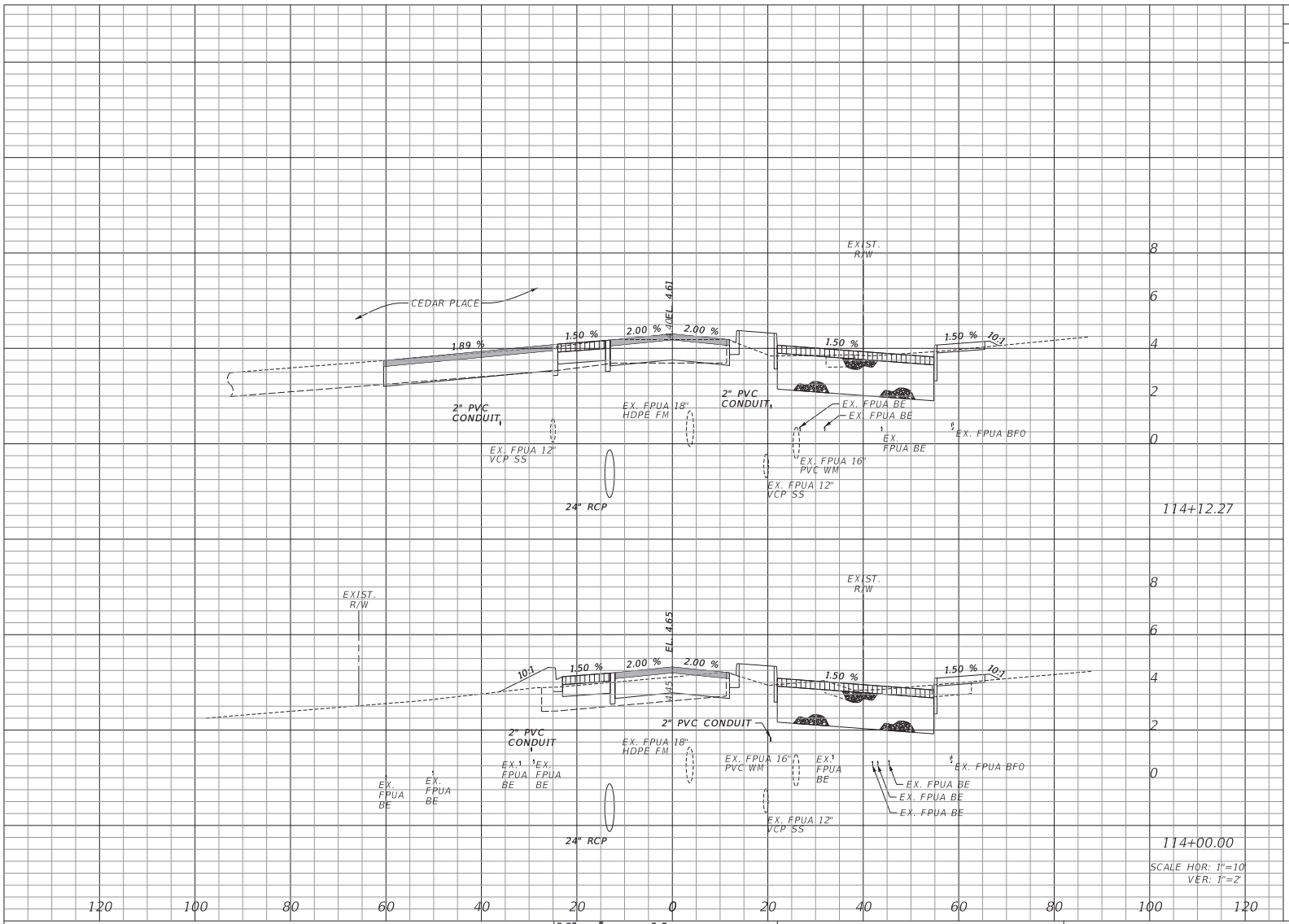

Regular Exc.		Embankment	
A	V	A	V
129.81	48.84	147.13	58.86
85.14	340.72	111.91	514.04

REVISIONS

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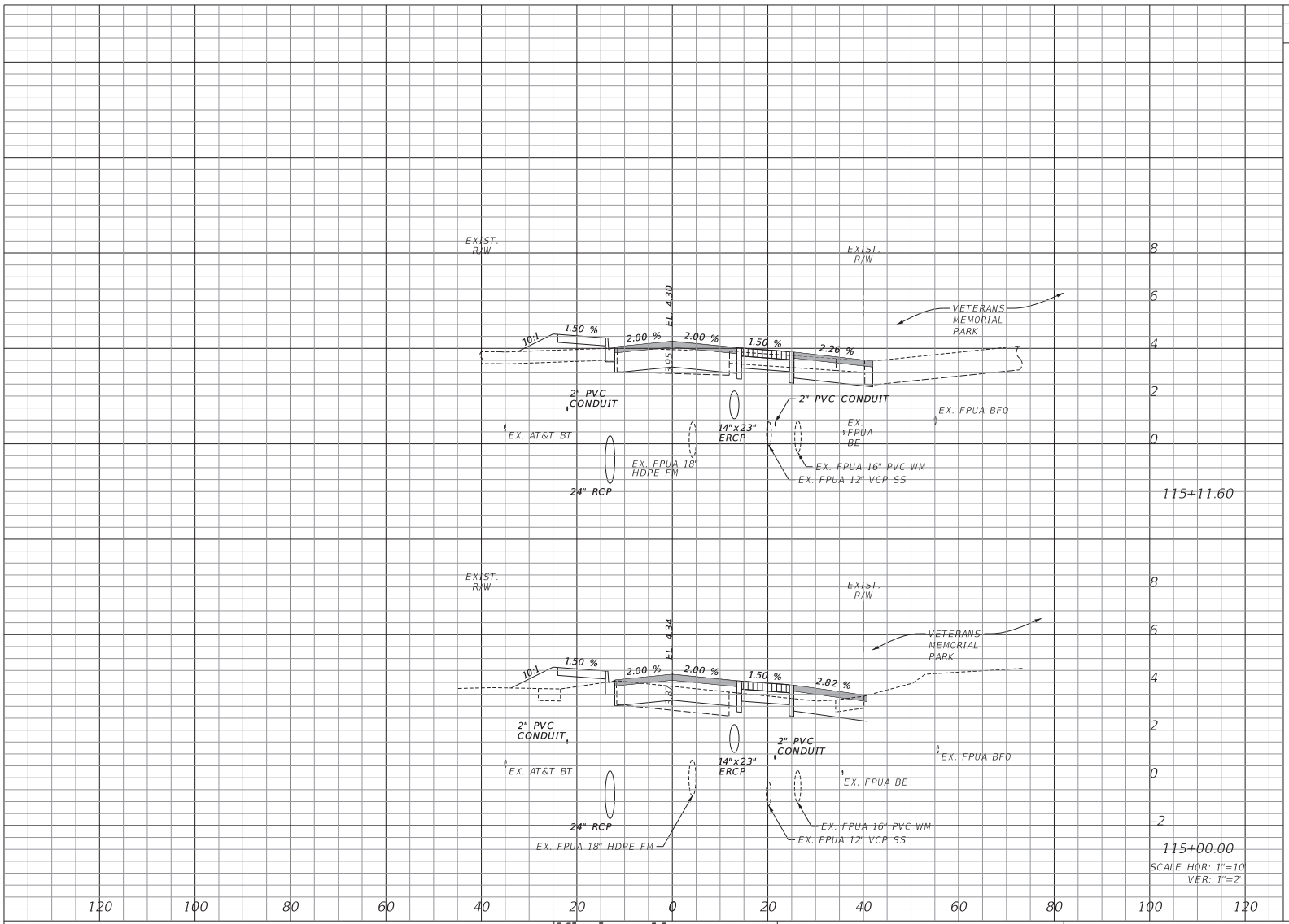
CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE CROSS SECTIONS

SHEET NO. 39

rebecca.mulroney 2/4/2025 3:19:34 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\RDXSRD01 - TRD.DGN



Regular Exc.		Embankment	
A	V	A	V
48.48	17.72	63.24	27.55
34.03	266.18	65.03	344.68

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE CROSS SECTIONS

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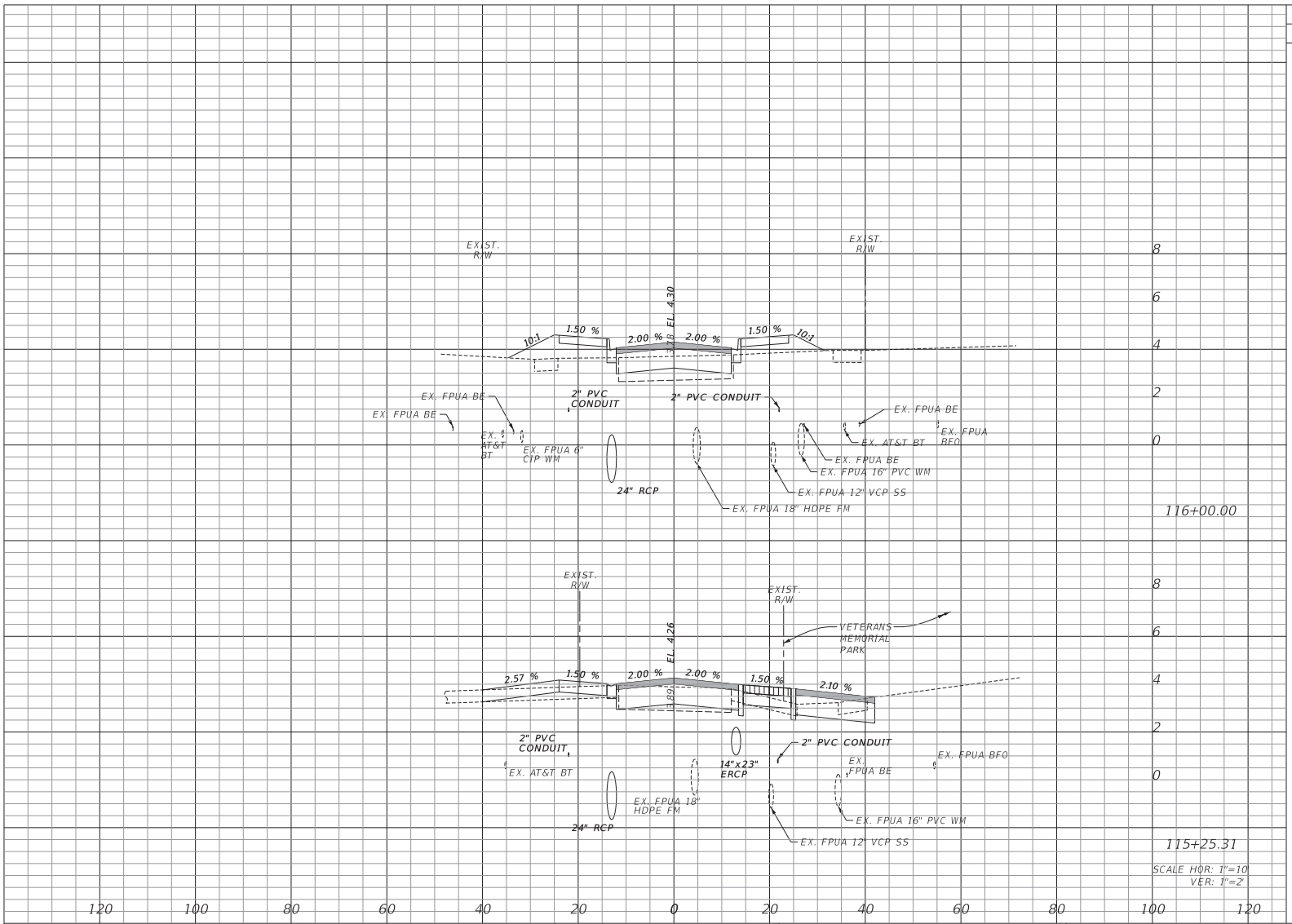

Regular Exc.		Embankment	
A	V	A	V
15.66	88.76	46.74	159.70
48.51	24.62	68.72	33.50

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE CROSS SECTIONS

SHEET NO. 41

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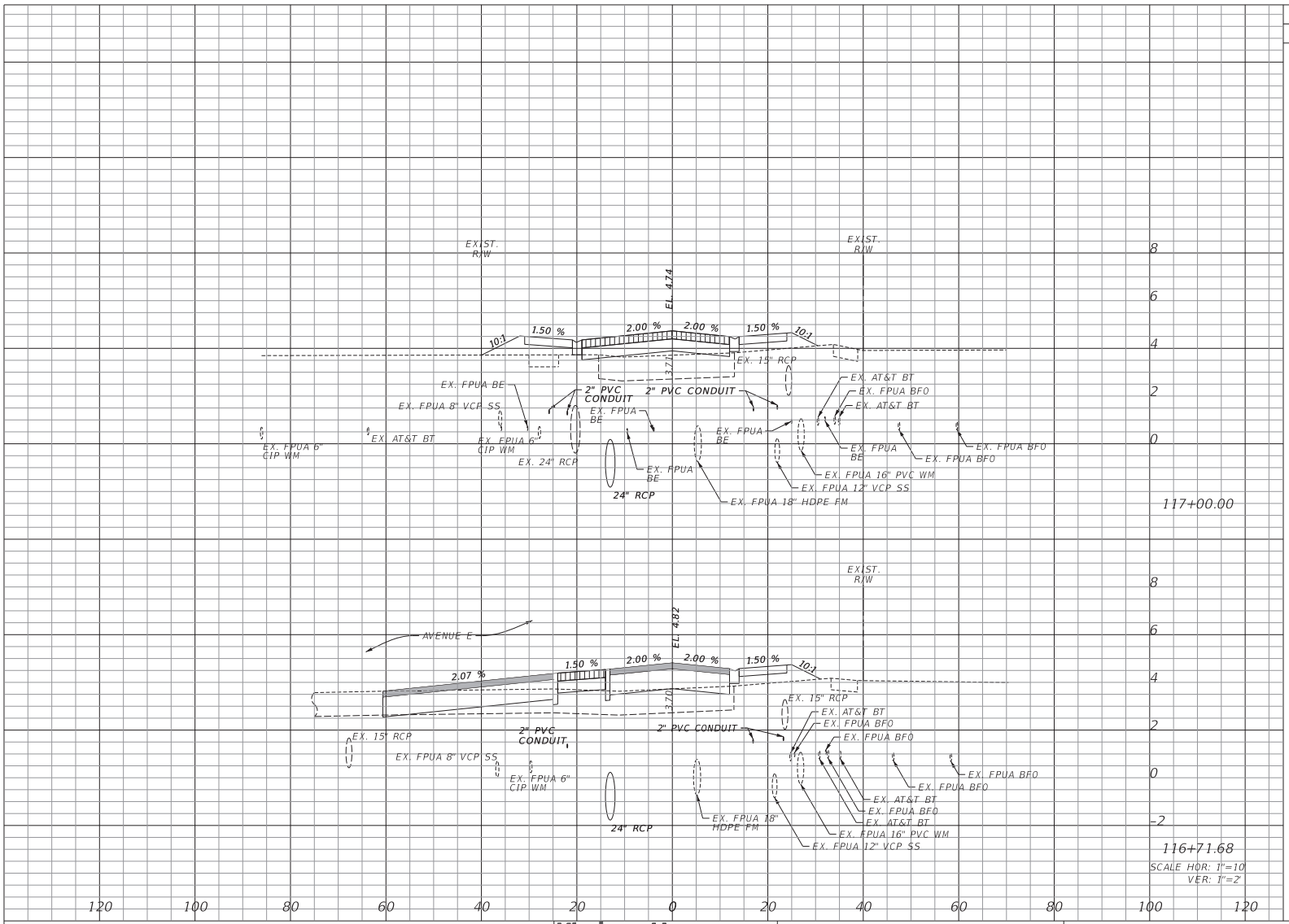

Regular Exc.		Embankment	
A	V	A	V
1.29	17.27	43.46	67.21
31.65	62.80	84.71	174.50

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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VERO BEACH, FL 32960
(772) 794-4100
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CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE CROSS SECTIONS

SHEET NO. 42

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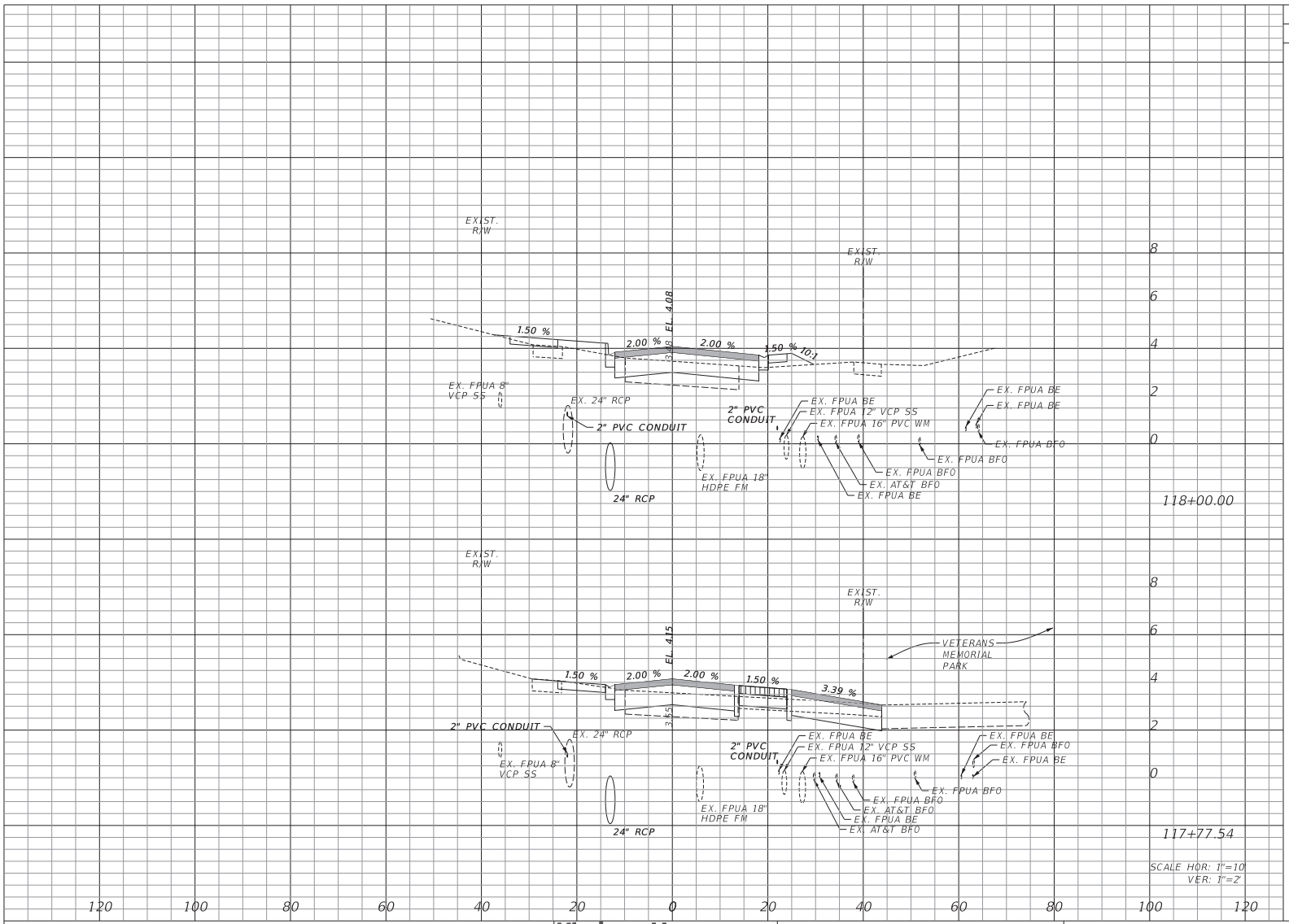

Regular Exc.		Embankment	
A	V	A	V
19.52	25.53	42.29	43.61
41.85	61.95	62.57	152.25

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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P.E. LICENSE NUMBER 56939
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VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE CROSS SECTIONS

SHEET NO. 43

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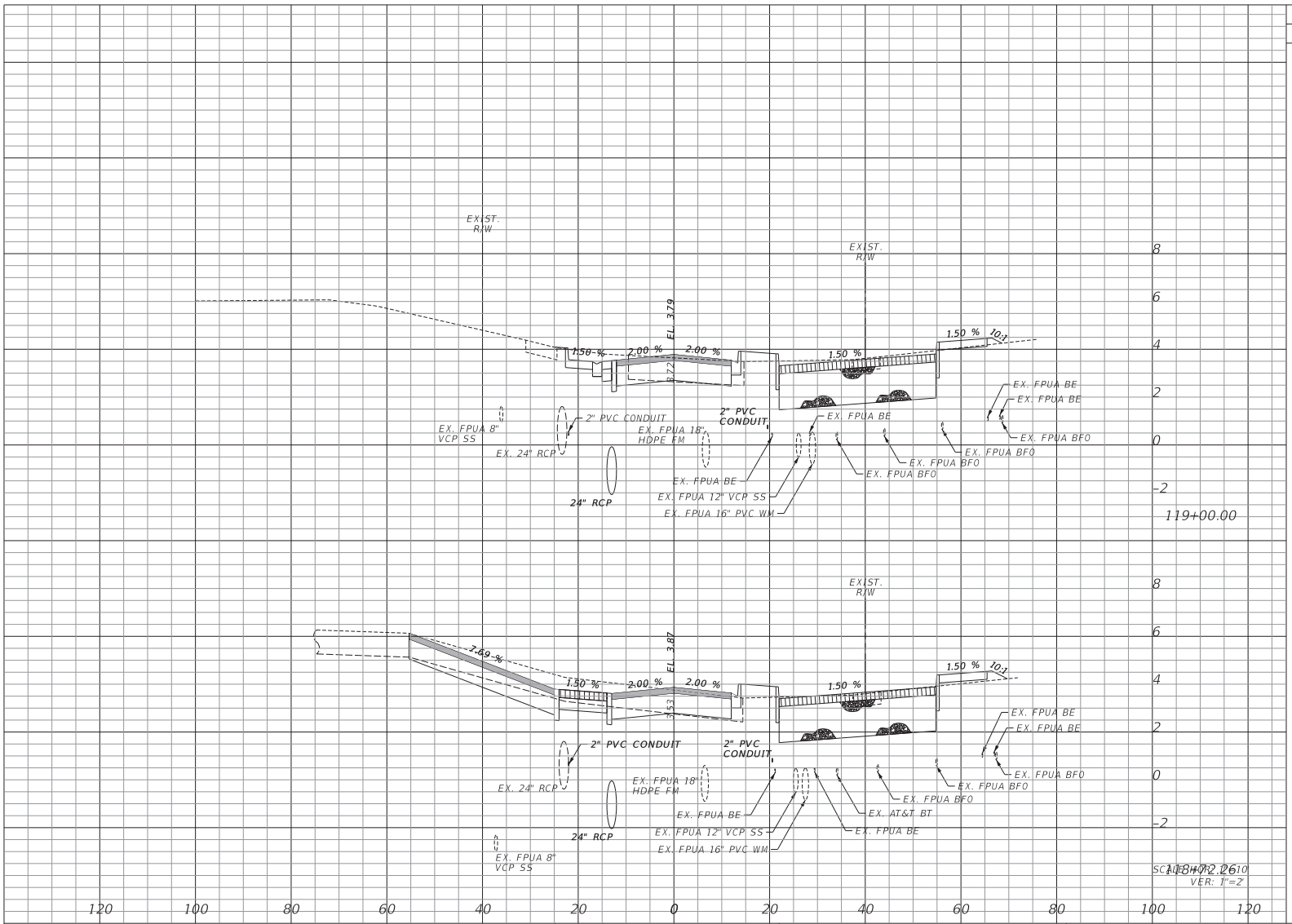

Regular Exc.		Embankment	
A	V	A	V
101.80	128.65	107.15	126.79
148.67	225.07	139.69	243.53

SCALE: HOR: 1"=20'
VER: 1"=2'

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24TH STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE CROSS SECTIONS

SHEET NO.
44

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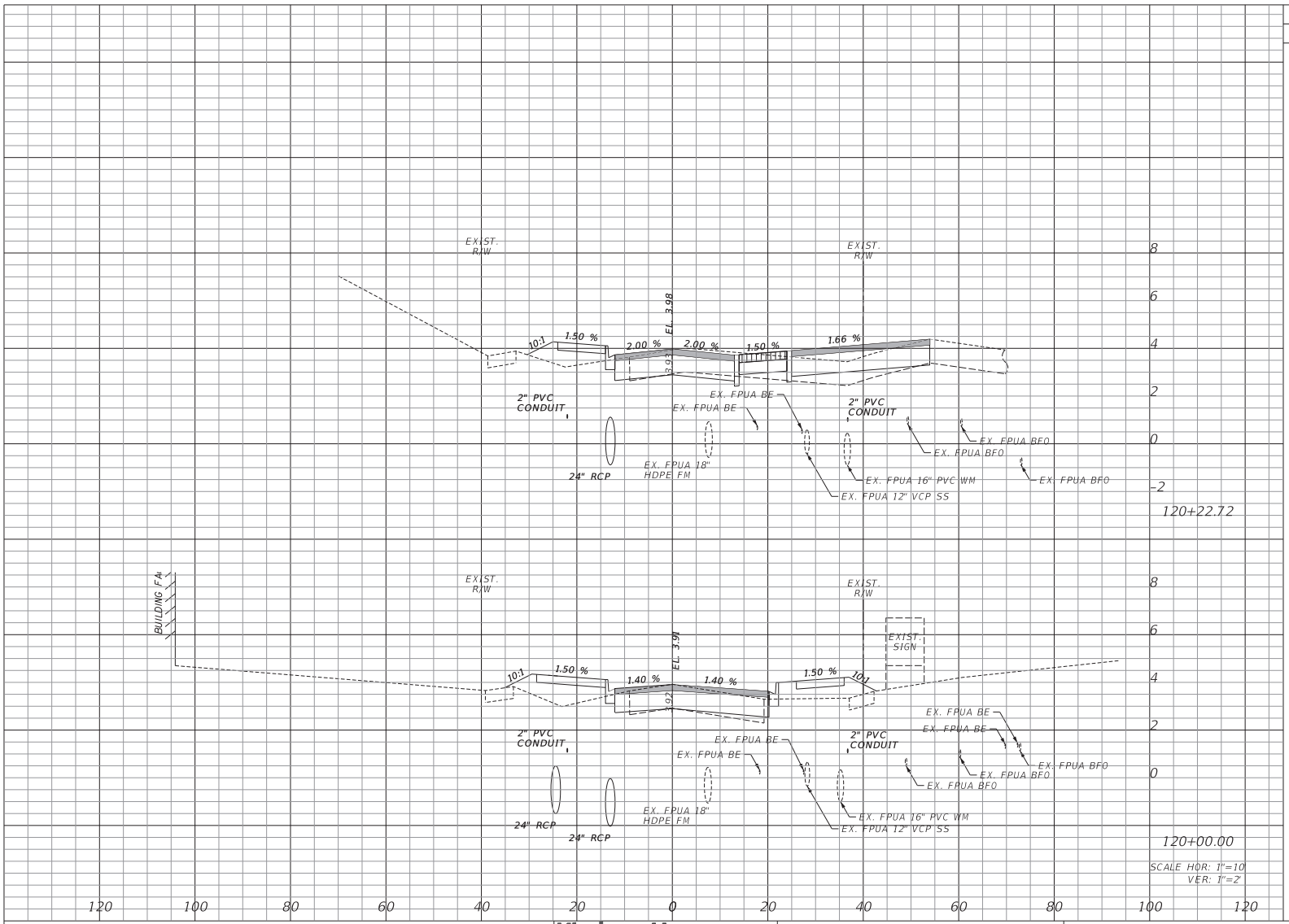

Regular Exc.		Embankment	
A	V	A	V
58.37	37.16	79.32	58.52
29.94	243.96	59.77	309.11

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE CROSS SECTIONS

SHEET NO. 45

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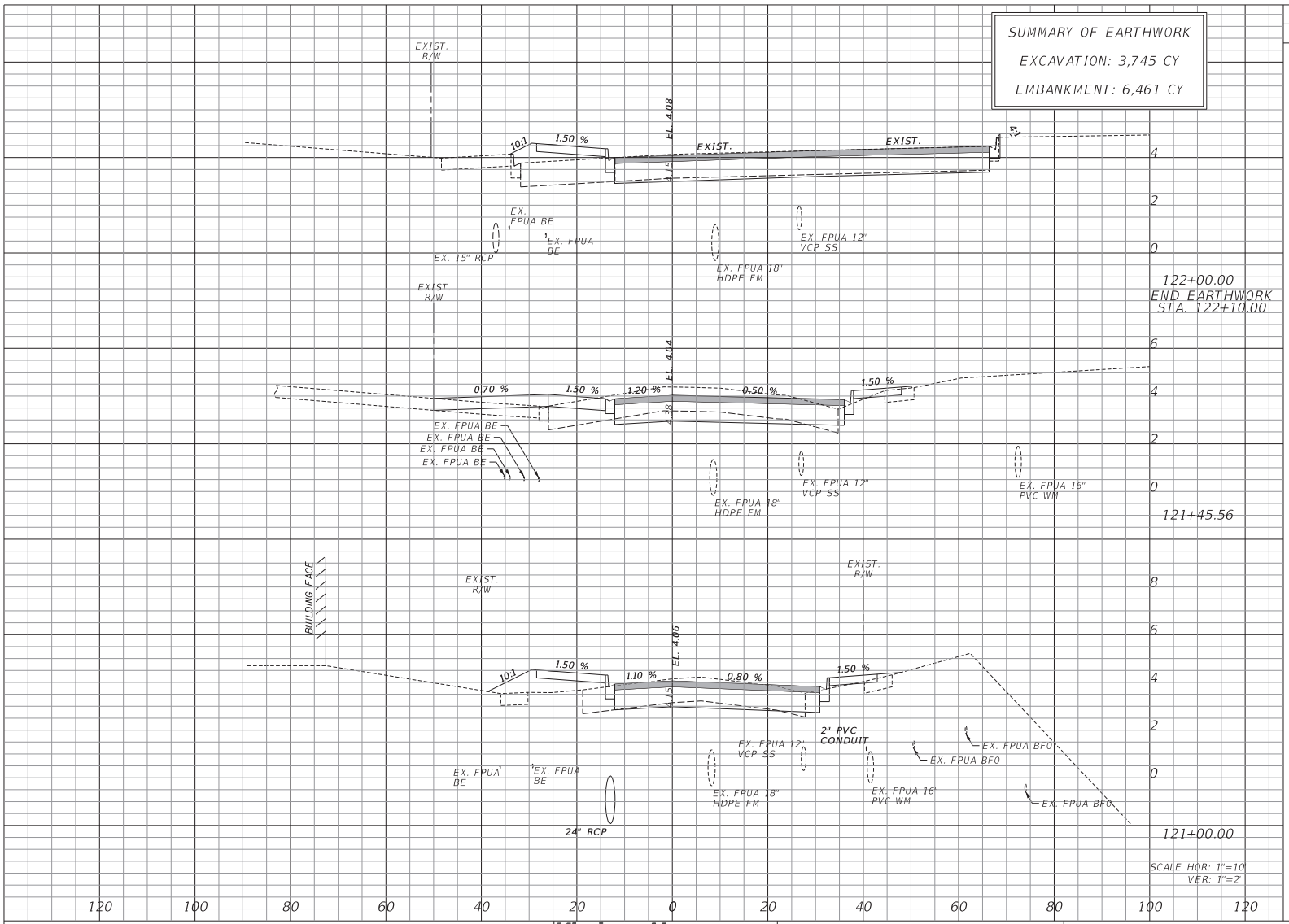

Regular Exc.		Embankment	
A	V	A	V
	162.48		170.81
88.65		95.14	
	102.85		115.20
72.52		74.29	
	154.20		202.60
49.38		62.25	

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE CROSS SECTIONS

SHEET NO. 46

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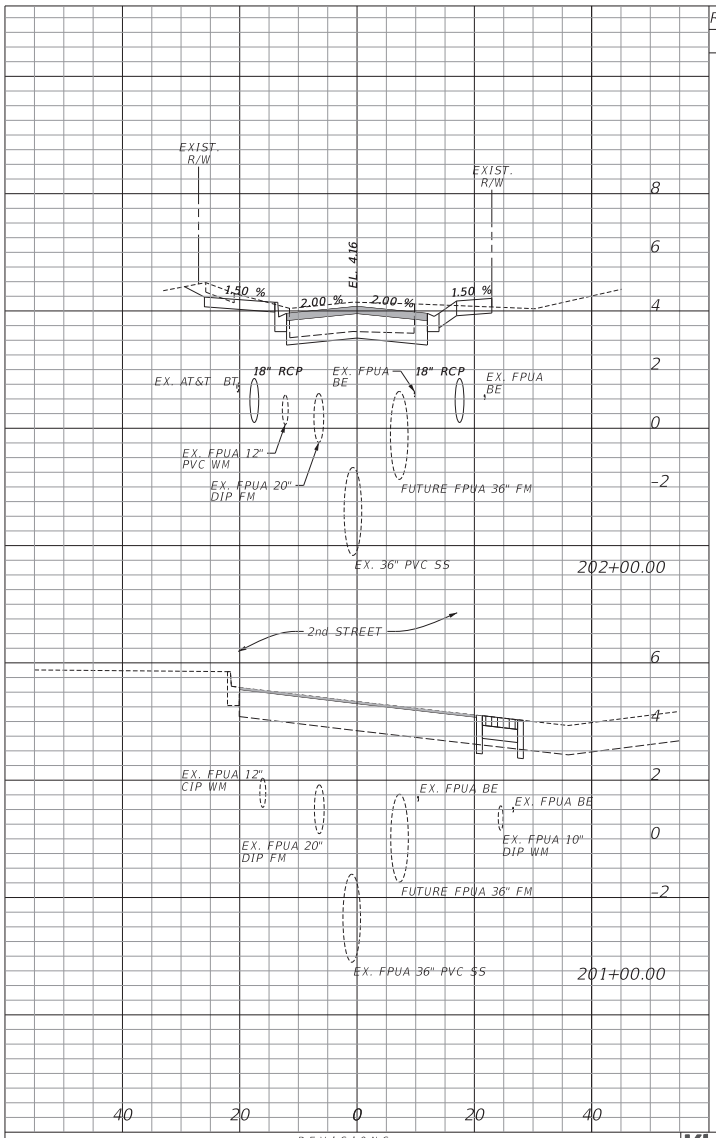
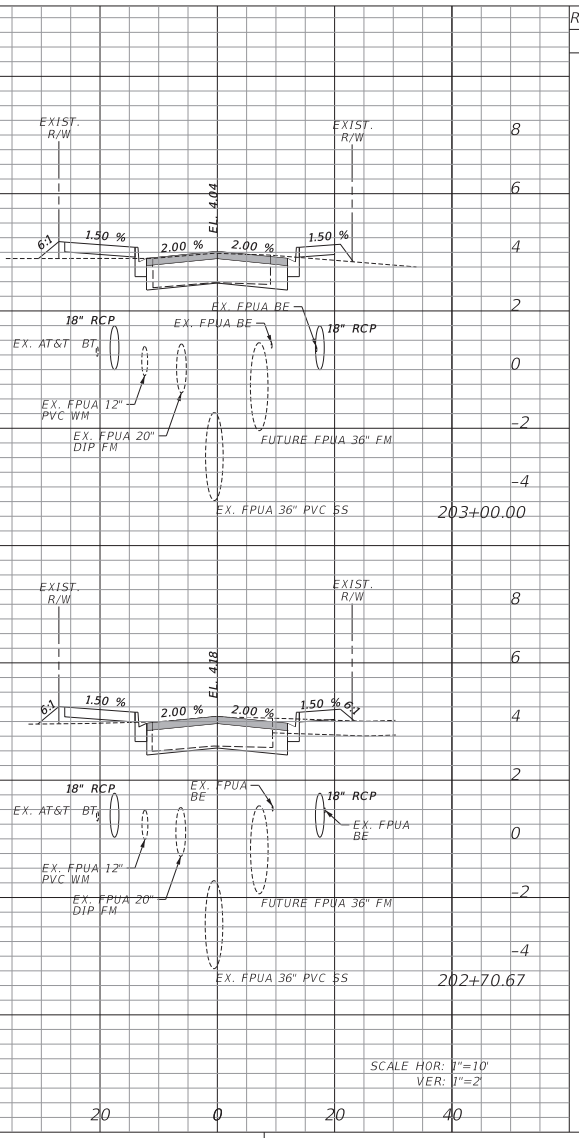


Regular Exc.		Embankment	
A	V	A	V
42.3	0.0	0.4	0.0



Regular Exc.		Embankment	
A	V	A	V
28.2	31.7	5.0	4.9
30.1	94.7	4.0	5.8

REVISIONS

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VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 696

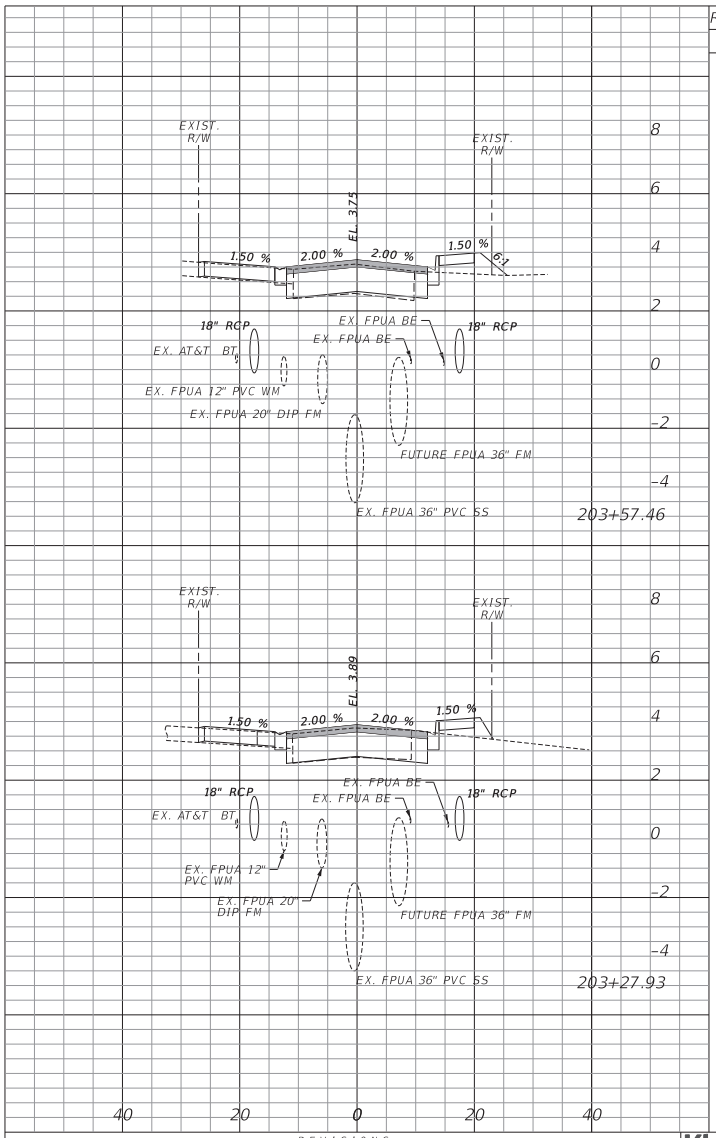
CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

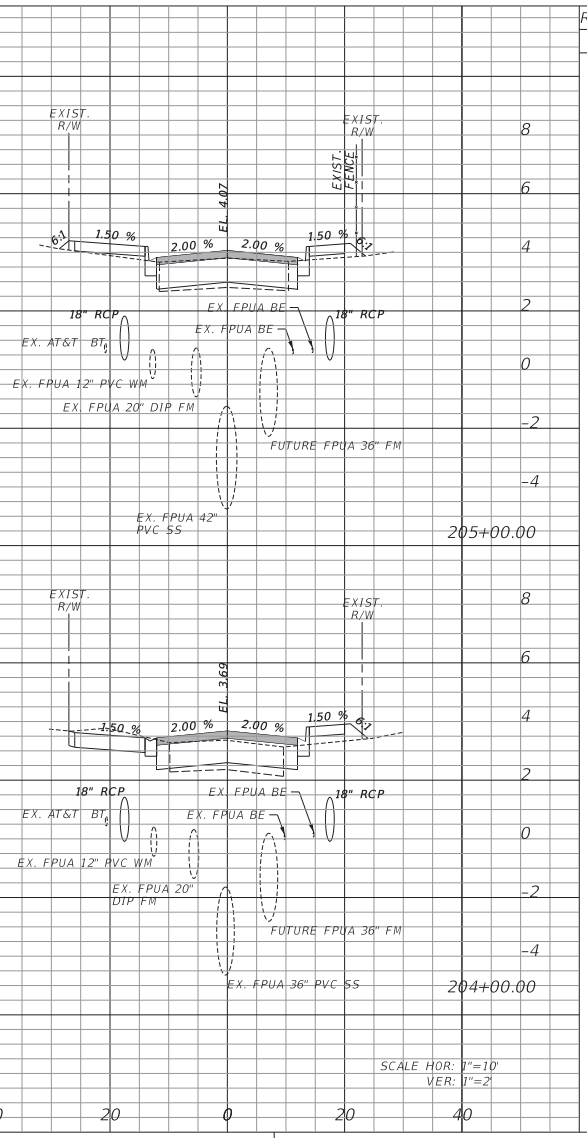
AE BACKUS AVENUE CROSS SECTIONS

SHEET NO. 47

rebecca.mulroney 2/4/2025 3:19:48 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\RDXSRD01 - Backus.DGN



Regular Exc.		Embankment	
A	V	A	V
30.3	34.3	4.3	3.8
32.4	31.3	2.7	4.0



Regular Exc.		Embankment	
A	V	A	V
23.0	83.9	3.2	12.6
22.3	41.4	3.6	6.2

SCALE HOR: 1"=10'
VER: 1"=2'

REVISIONS

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P.E. LICENSE NUMBER 56939
445 24TH STREET, SUITE 200
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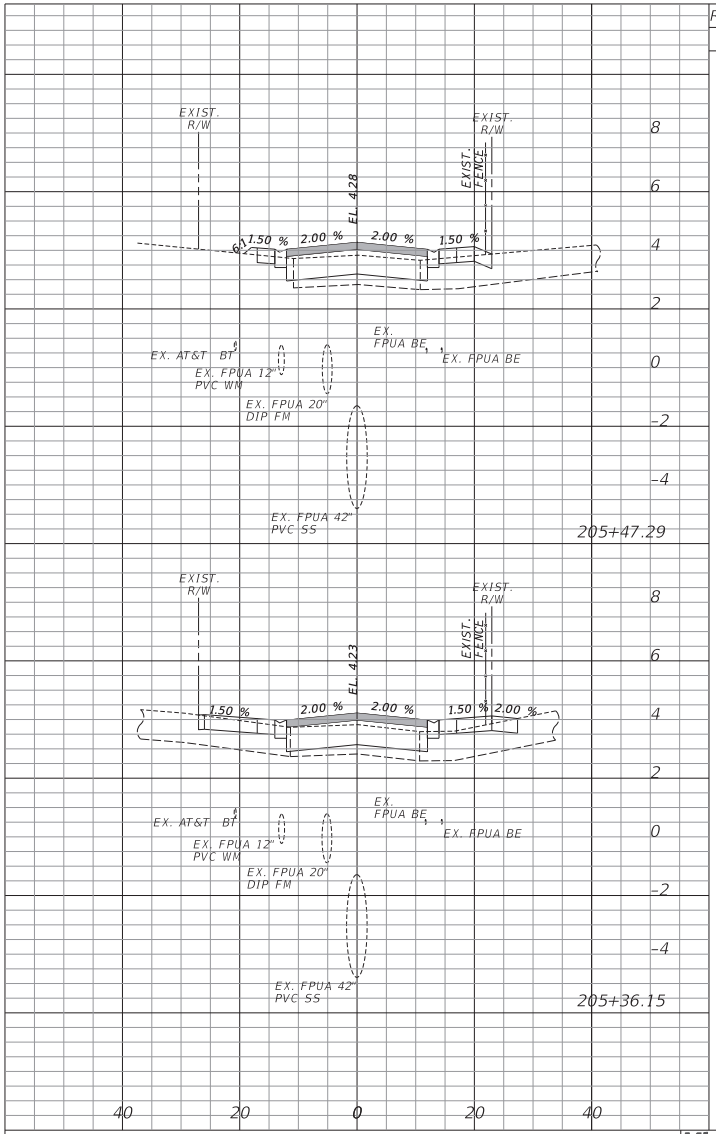
CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

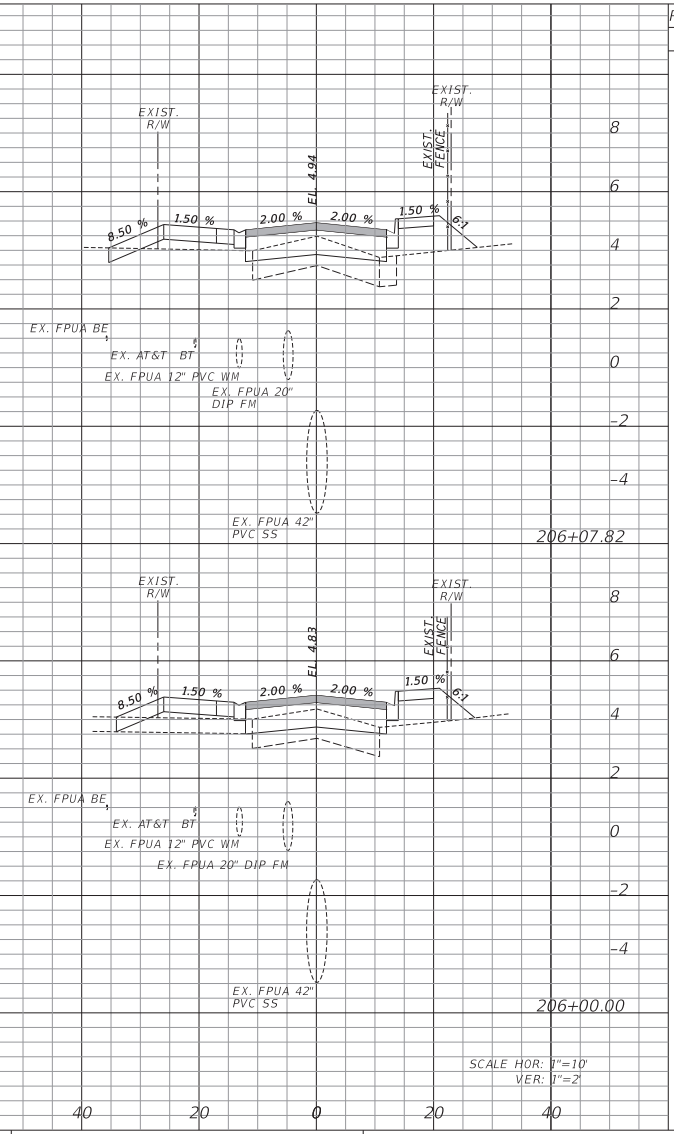
AE BACKUS AVENUE CROSS SECTIONS

SHEET NO. 48

rebecca.mulroney 2/4/2025 3:19:48 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\RDXSRD01 - Backus.DGN



Regular Exc.		Embankment	
A	V	A	V
20.5	9.7	0.4	0.1
26.4	33.1	0.0	2.2



Regular Exc.		Embankment	
A	V	A	V
11.3	3.5	15.2	4.0
12.8	32.5	12.1	12.2

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

AE BACKUS AVENUE CROSS SECTIONS

SHEET NO. 49

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Regular Exc.		Embankment	
A	V	A	V
	5.5		12.8
5.8		24.6	

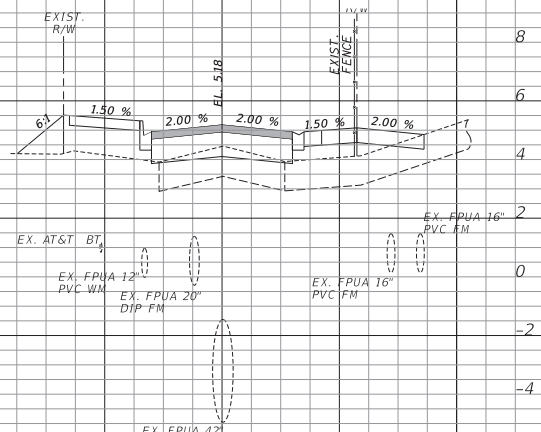
Regular Exc.		Embankment	
A	V	A	V

SUMMARY OF EARTHWORK

EXCAVATION: 484 CY

EMBANKMENT: 86 CY

END EARTHWORK
STA. 206+60.00



SCALE HOR: 1"=10'
VER: 1"=2'

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn

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VERO BEACH, FL 32960
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CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

AE BACKUS AVENUE CROSS SECTIONS

SHEET NO. 50

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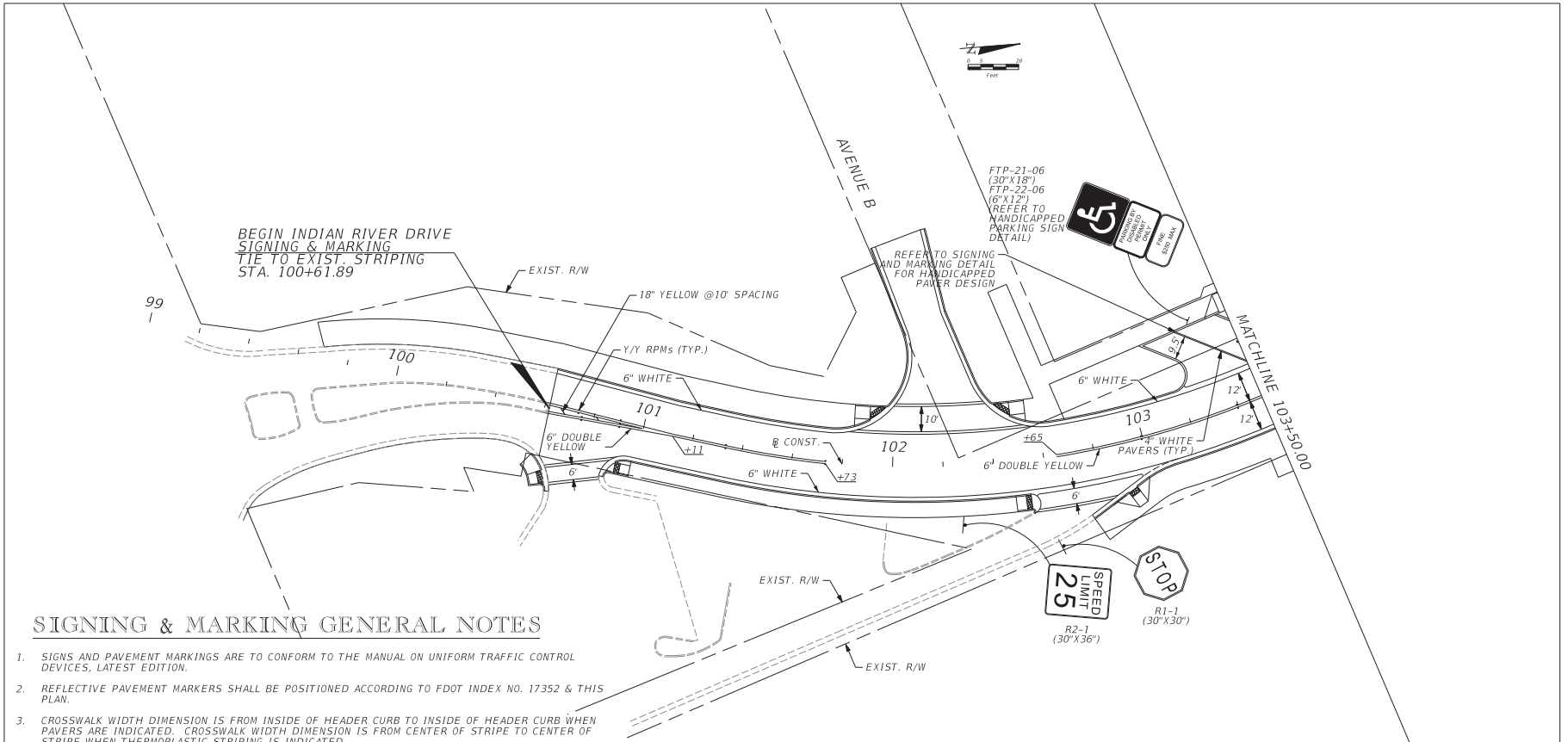


SIGNING & MARKING GENERAL NOTES

1. SIGNS AND PAVEMENT MARKINGS ARE TO CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
2. REFLECTIVE PAVEMENT MARKERS SHALL BE POSITIONED ACCORDING TO FDOT INDEX NO. 17352 & THIS PLAN.
3. CROSSWALK WIDTH DIMENSION IS FROM INSIDE OF HEADER CURB TO INSIDE OF HEADER CURB WHEN PAVERS ARE INDICATED. CROSSWALK WIDTH DIMENSION IS FROM CENTER OF STRIPE TO CENTER OF STRIPE WHEN THERMOPLASTIC STRIPING IS INDICATED.
4. ALL PAVEMENT MARKINGS TO BE PLACED ON ASHPALTIC CONCRETE ARE TO CONSIST OF 90 MIL ALKYD THERMOPLASTIC. ALL PAVEMENT MARKINGS TO BE PLACED WITHIN PERVIOUS PAVERS ARE TO CONSIST OF INSET OR CUT-IN COLOR DESIGNATED PAVERS.
5. ALL SIGNS SHALL BE MADE OF REFLECTIVE SHEETING ON 0.080-GAUGE ALUMINUM SIGN BLANKS.
6. SIGN POLES AND ACCESSORIES SHALL BE CAPITAL STREETSCAPES, INC., 972-641-4911, OR APPROVED EQUAL. ALL SIGNS SHALL BE DESIGNED AND INSTALLED TO MEET 150 MPH WIND LOADS.
7. REGULATORY SIGNS
   BASE - BASE45 BK
   POLE - 4" FLUTED, BLACK
   FINIAL - ACORN4 BK
   BRACKET - ARM-A AND SCROLL-A STREET SIGN ARM
   REGULATORY SIGN TRIM - TRAFFIC SIGN TRIM TO MATCH SIGN PANEL, REAR OF SIGN SHALL BE PAINTED TO MATCH TRIM COLOR

   NOTE: CONTRACTOR TO REUSE AND MAINTAIN DECORATIVE POLES AND SIGNS TO MATCH EXISTING SIGNAGE THROUGHOUT THE CITY OF FORT PIERCE. COORDINATE W/ CITY REGARDING CITY LOGO ON SIGNS.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

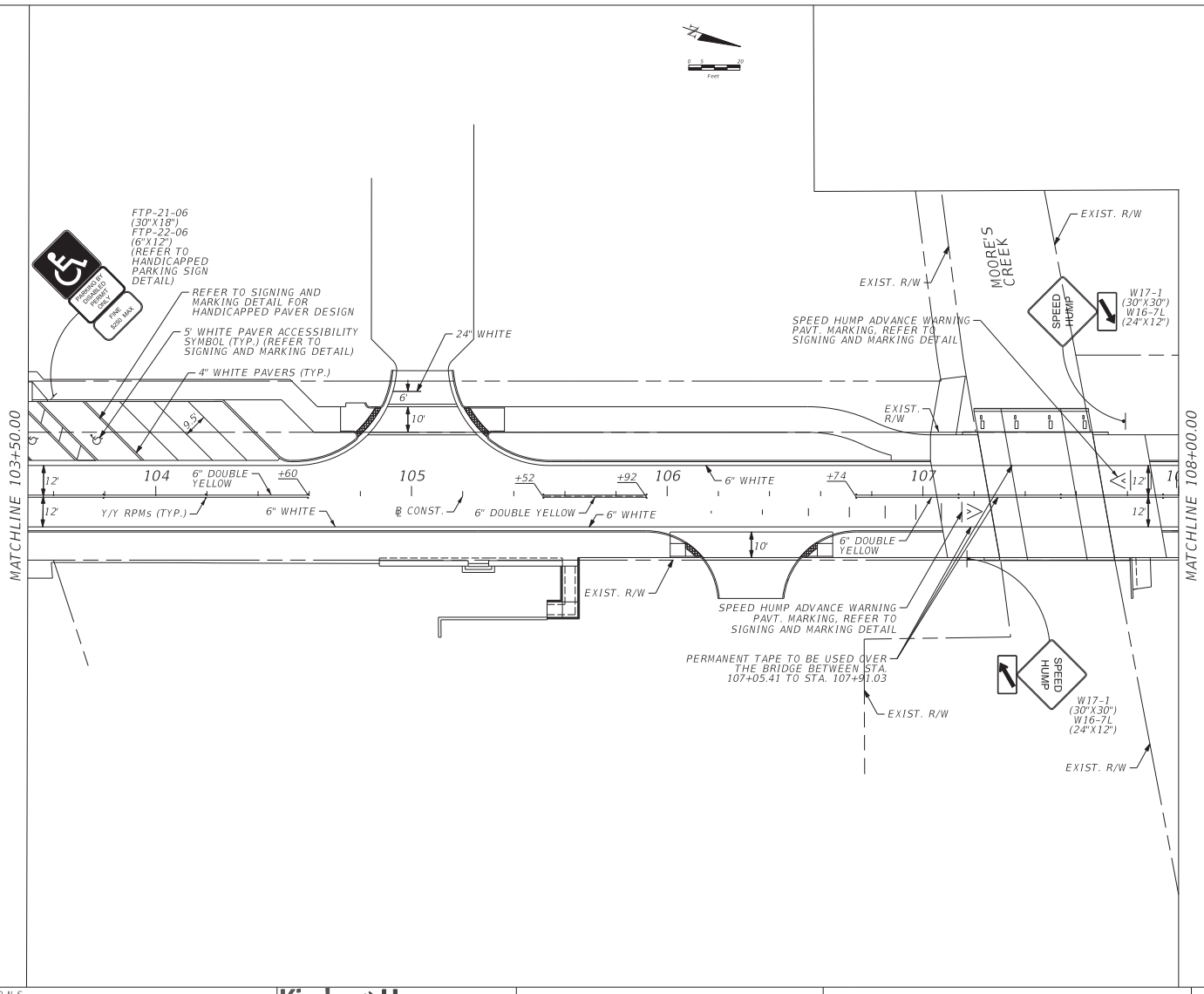
CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE SIGNING AND MARKING

SHEET NO. 51

rebecca.mulroney 2/4/2025 3:19:53 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\PLANS_SIGNING\PLANSP01.dgn



REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

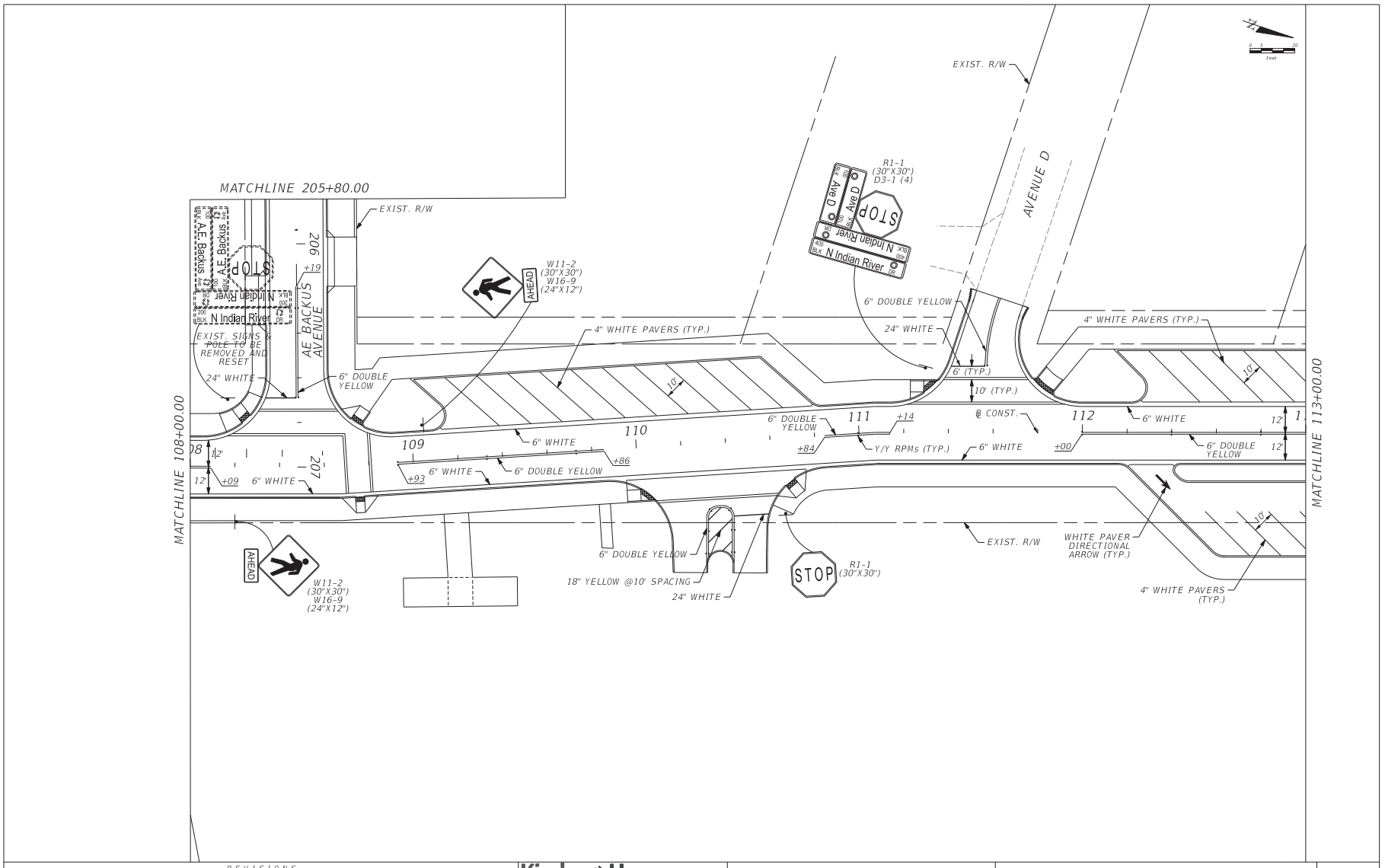
CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE SIGNING AND MARKING

SHEET NO. 52

rebecca.mulroney 2/4/2025 3:19:55 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\PLANS_SIGNING\PLANSP02.dgn



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Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

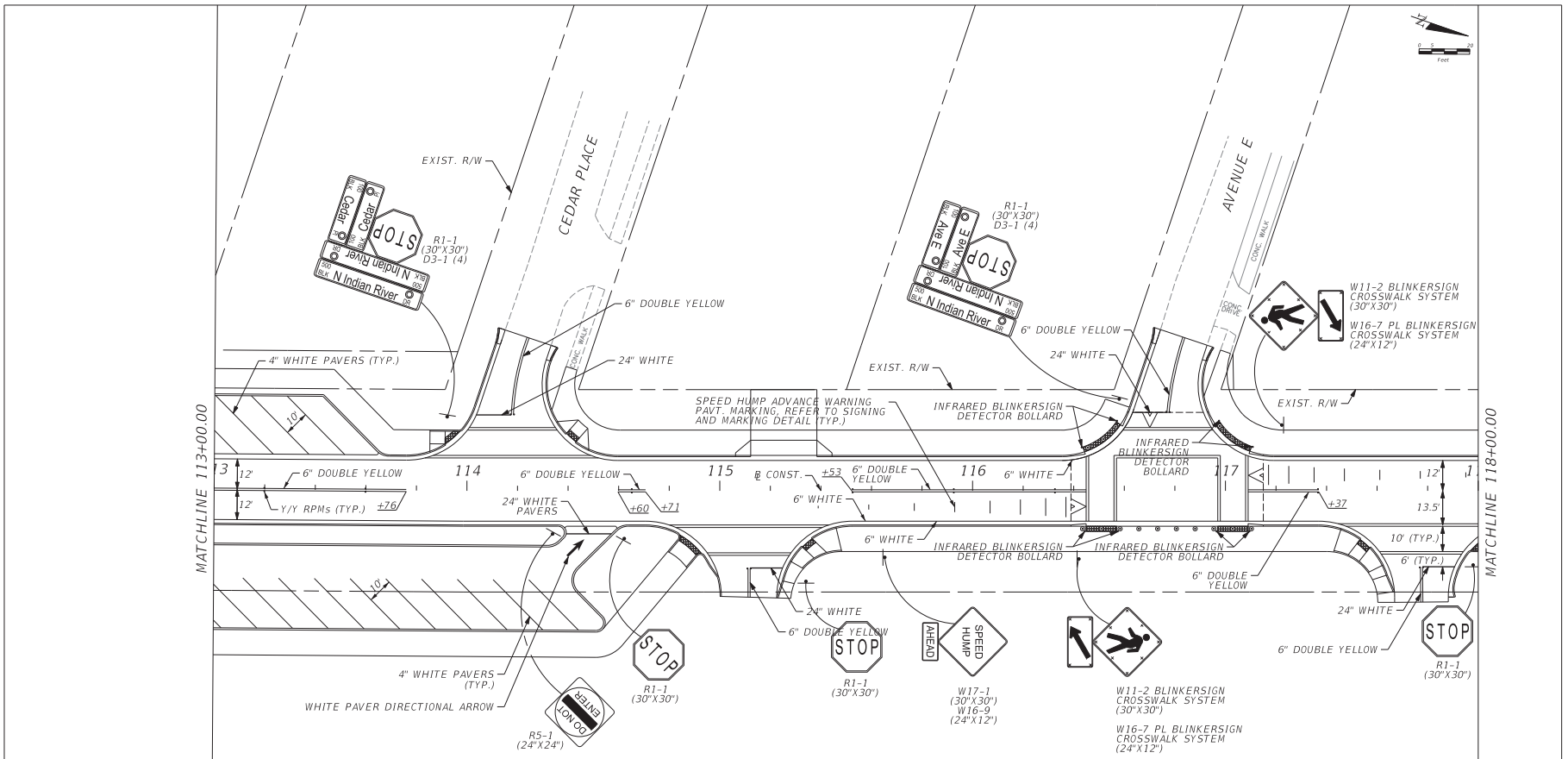
CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE SIGNING AND MARKING

SHEET NO. 53

rebecca.mulroney 2/4/2025 3:19:58 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\PLANS_SIGNING\PLANSP03.dgn



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Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

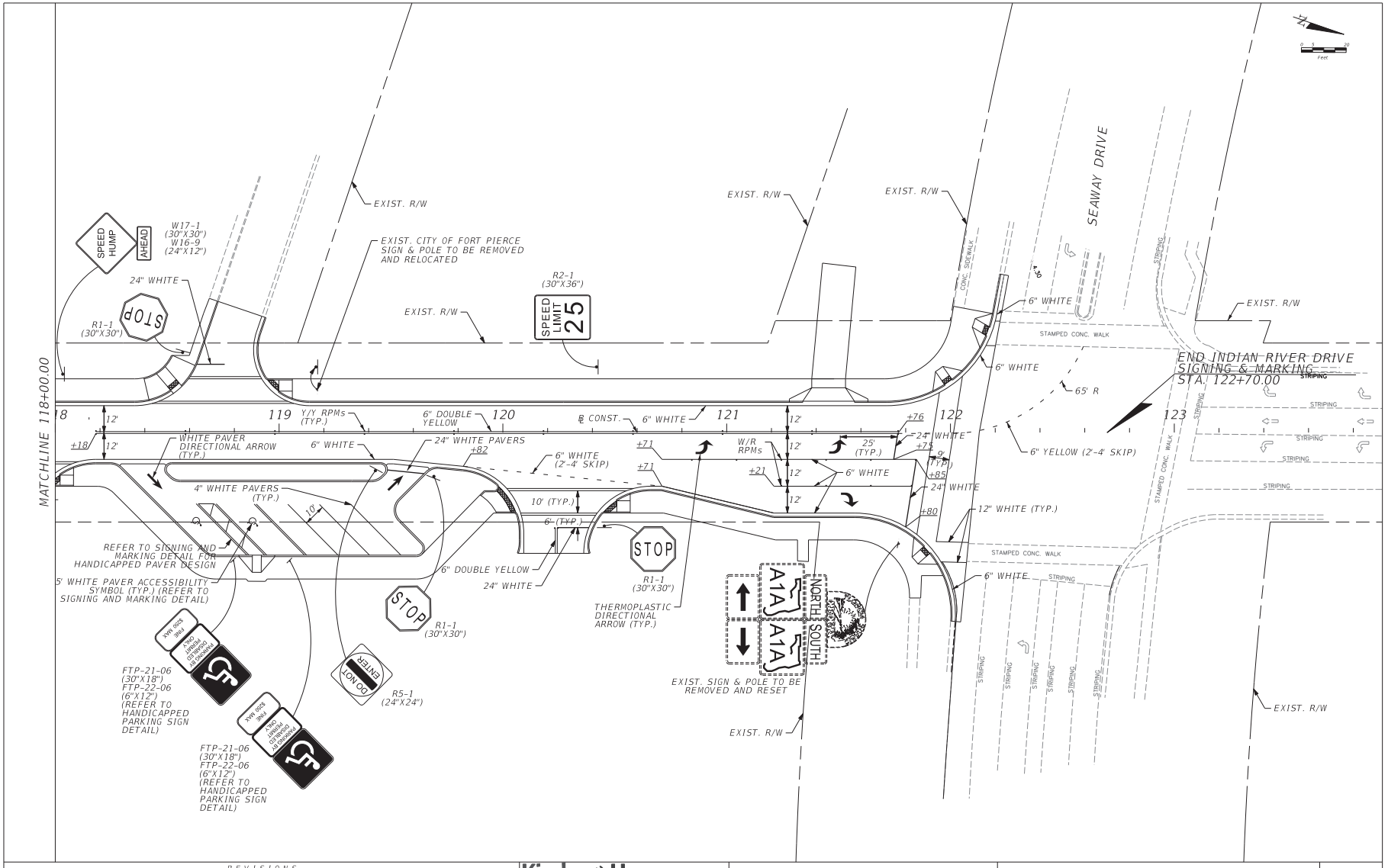
CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE SIGNING AND MARKING

SHEET NO. 54

rebecca.mulroney 2/4/2025 3:20:00 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\PLANS_SIGNING\PLANSP04.dgn



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Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

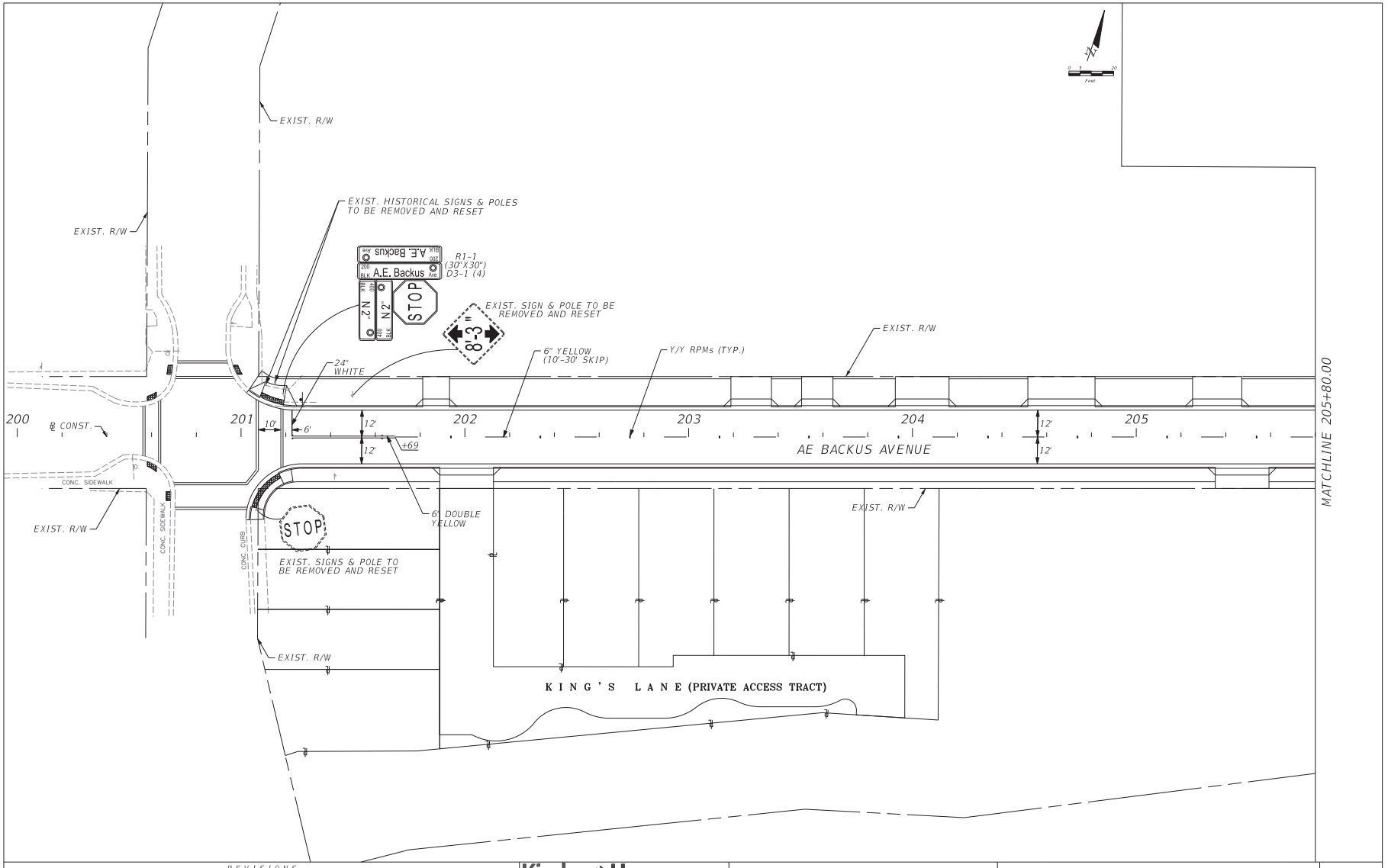
CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE SIGNING AND MARKING

SHEET NO. 55

rebecca.mulroney 2/4/2025 3:20:02 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\PLANS_SIGNING\PLANSP05.dgn



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Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

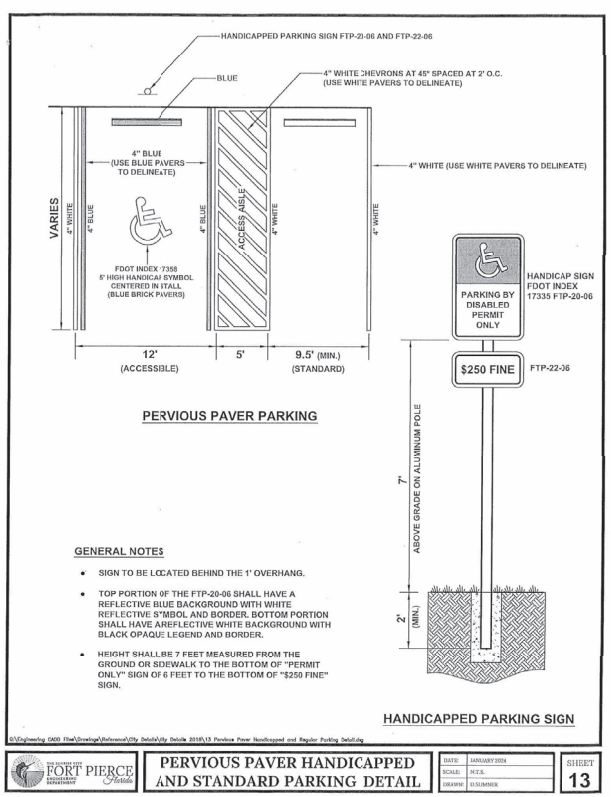
CITY OF FORT PIERCE

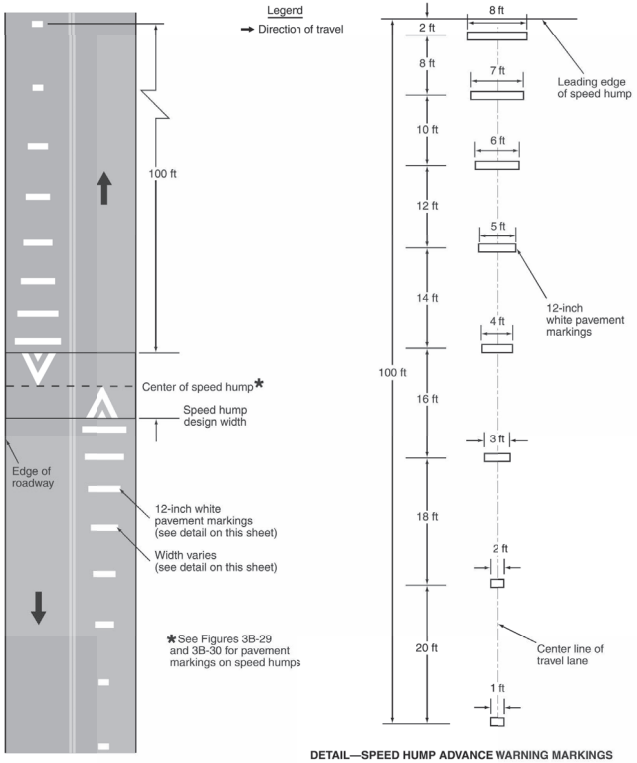
INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

AE BACKUS AVENUE SIGNING AND MARKING

SHEET NO. 56

rebecca.mulroney 2/4/2025 3:20:04 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\PLANS_SIGNING\PLANSP06.dgn





ADVANCED WARNING MARKINGS FOR SPEED HUMPS

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

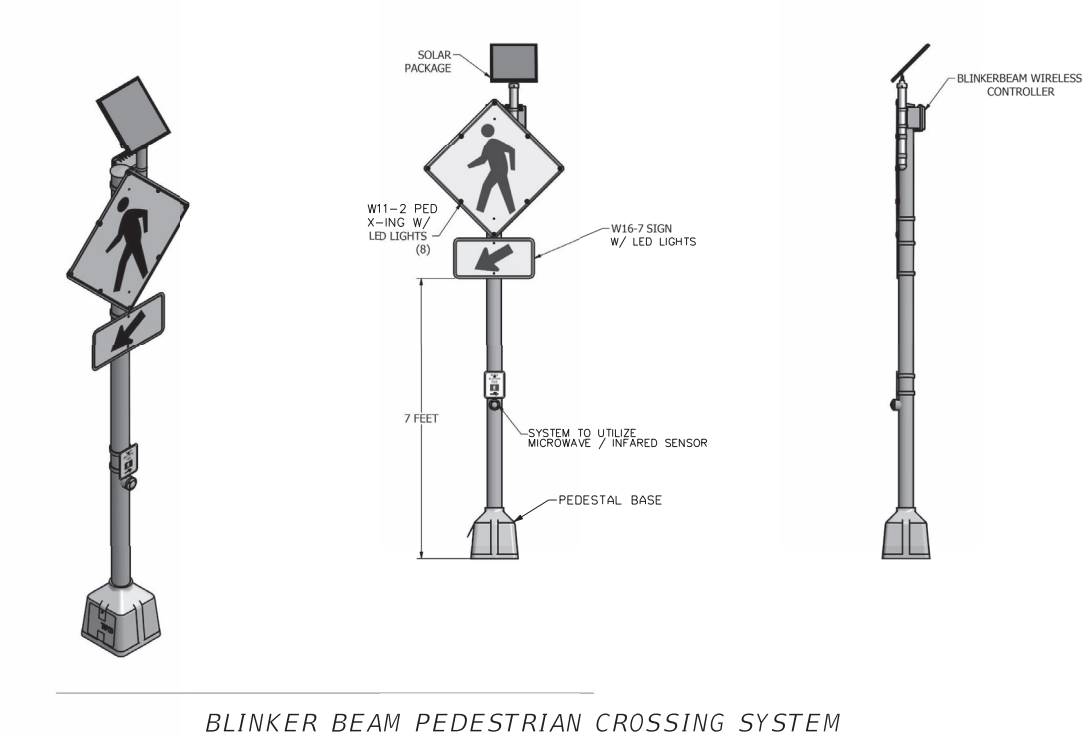
Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

SIGNING AND MARKING DETAILS

SHEET NO. 57



BLINKER BEAM PEDESTRIAN CROSSING SYSTEM

N.T.S.

NOTE:

1) PEDESTRIAN CROSSING SYSTEM SHALL INCLUDE IDENTIFIED LED SIGNS, PEDESTRIAN PRESENCE MICROWAVE / INFRARED DETECTOR, SOLAR CONTROLLER WITH WIRELESS RADIO AND ALL ASSOCIATED HARDWARE AND APPURTENANCES NECESSARY TO PROVIDE A FULLY FUNCTIONING SYSTEM.

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

SIGNING AND MARKING DETAILS

SHEET NO. 57A

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SIGN NAME	name	QTY	1	SIGN NO.	STATION(S)
PANEL		BORDER			none
WIDTH	3'-6"	WIDTH	0"		
HEIGHT	0'-9"	RADII	1"		
LEGEND	White	COLOR	White		
COLOR	Blue				

SYMBOL(S)	ANGLE	X	Y	WID	HT
Logo	0	37	4.5	4	4

SIGN NO.	NO. OF POSTS	EDGE OF LANE CLEARANCE	COLUMN SIZE	AVERAGE LENGTH



BORDER
R=1"

Panel Style: IRD Corridor Improvements.ssi
M.U.T.C.D.: 2009 Edition

NO. OF LIGHT FIXTURES	FIXTURE SPACING	PHOTOMETRIC CURVE	WATT	VOLTAGE

| | | | |

SIGN NAME	name	QTY	2	SIGN NO.	STATION(S)
PANEL		BORDER			none
WIDTH	3'-6"	WIDTH	0"		
HEIGHT	0'-9"	RADII	1"		
LEGEND	White	COLOR	White		
COLOR	Blue				

SYMBOL(S)	ANGLE	X	Y	WID	HT
Logo	0	37	4.5	4	4

SIGN NO.	NO. OF POSTS	EDGE OF LANE CLEARANCE	COLUMN SIZE	AVERAGE LENGTH



BORDER
R=1"

Panel Style: IRD Corridor Improvements.ssi
M.U.T.C.D.: 2009 Edition

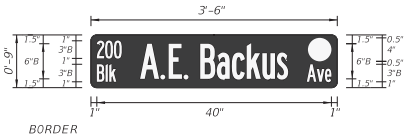
NO. OF LIGHT FIXTURES	FIXTURE SPACING	PHOTOMETRIC CURVE	WATT	VOLTAGE

| | | | | |

SIGN NAME	name	QTY	1	SIGN NO.	STATION(S)
PANEL		BORDER			none
WIDTH	3'-6"	WIDTH	0"		
HEIGHT	0'-9"	RADII	1"		
LEGEND	White	COLOR	White		
COLOR	Blue				

SYMBOL(S)	ANGLE	X	Y	WID	HT
Logo	0	37	4.5	4	4

SIGN NO.	NO. OF POSTS	EDGE OF LANE CLEARANCE	COLUMN SIZE	AVERAGE LENGTH



BORDER
R=1"

Panel Style: IRD Corridor Improvements.ssi
M.U.T.C.D.: 2009 Edition

NO. OF LIGHT FIXTURES		FIXTURE SPACING		PHOTOMETRIC CURVE		WATT		VOLTAGE	

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SPACE	8.4	11.8	13.2	15.8	18.6	21.4	24	26.5	29.2	31.7		25.3																			
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SIGN NAME		QTY		SIGN NO.	STATION(S)
PANEL		BORDER			
WIDTH		WIDTH			
HEIGHT		RADII			
LEGEND		COLOR			
COLOR					

SYMBOL(S)	ANGLE	X	Y	WID	HT

SIGN NO.	NO. OF POSTS	EDGE OF LANE CLEARANCE	COLUMN SIZE	AVERAGE LENGTH

NO. OF LIGHT FIXTURES		FIXTURE SPACING		PHOTOMETRIC CURVE		WATT		VOLTAGE	

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PANEL		BORDER			
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HEIGHT		RADII			
LEGEND		COLOR			
COLOR					

SYMBOL(S)	ANGLE	X	Y	WID	HT

SIGN NO.	NO. OF POSTS	EDGE OF LANE CLEARANCE	COLUMN SIZE	AVERAGE LENGTH

NO. OF LIGHT FIXTURES		FIXTURE SPACING		PHOTOMETRIC CURVE		WATT		VOLTAGE	

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Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

SIGNING AND MARKING DETAILS

SHEET NO.
59A

1. SITE DESCRIPTION:

A. CONSTRUCTION ACTIVITY: INDIAN RIVER DRIVE CORRIDOR PROJECT TO INCLUDE THE CONSTRUCTION OF PIPE CULVERTS AND DRAINAGE BASINS TO PROMOTE POSITIVE DRAINAGE.

B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES: SOIL DISTURBING ACTIVITIES WILL TAKE PLACE DURING MUCH OF THE ANTICIPATED CONSTRUCTION PERIOD OF THIS PROJECT. THE FOLLOWING SOIL DISTURBING ACTIVITIES ARE LISTED IN THE APPROXIMATE ORDER IN WHICH THEY ARE ANTICIPATED TO OCCUR.

1. INSTALL STABILIZED CONSTRUCTION ENTRANCE(S)
2. CLEARING AND GRUBBING
3. EXCAVATION OF SOILS & CONSTRUCTION OF PROPOSED DRAINAGE IMPROVEMENTS
4. FINAL GRADING AND SODDING

C. TOTAL PROJECT AREA: 5.07 AC
TOTAL AREA TO BE DISTURBED: 5.07 AC

D. RUNOFF DATA:
THE FOLLOWING IS A LIST OF THE DRAINAGE BASIN, THE AREA OF THE BASIN AND THE RUNOFF COEFFICIENT BEFORE, DURING, AND AFTER CONSTRUCTION.

BASIN	AREA (AC.)	BEFORE CONSTRUCTION	DURING CONSTRUCTION	AFTER CONSTRUCTION
INDIAN RIVER DRIVE	5.07	0.68	0.71	0.75

E. SITE MAP: SEE KEY SHEET

F. RECEIVING WATERS: INDIAN RIVER

2. CONTROLS

A). EROSION AND SEDIMENT CONTROLS: THE SOIL EROSION AND SEDIMENT CONTROLS SHALL BE MAINTAINED BY THE CONTRACTOR TO MINIMIZE THE AMOUNT OF SOIL DISTURBED, PREVENT OFFSITE RUNOFF FROM DISCHARGING ACROSS DISTURBED AREAS, AND REMOVE ON-SITE SEDIMENT PRIOR TO DISCHARGE OF RUNOFF FROM THE SITE.

ALL ITEMS REPRESENTED IN THE FOLLOWING DISCUSSION ARE TREATED IN DETAIL IN THE "FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION OR WILL BE IMPLEMENTED BY THE CONTRACTOR IN A MANNER APPROPRIATE TO ENVIRONMENTALLY SENSITIVE CONSTRUCTION PRACTICES. THE CONTRACTOR WILL GENERATE SITE SPECIFIC EROSION CONTROL PLAN INCLUDING AN IMPLEMENTATION SCHEDULE FOR EACH PHASE OF CONSTRUCTION OPERATIONS OR ACTIVITIES. THE CONTRACTOR WILL ALSO BE REQUIRED TO MODIFY THE PLAN OR MATERIALS TO ADAPT TO SEASONAL VARIATIONS AND SUPPLY CONTRACT TIME SCHEDULES FOR THE IMPLEMENTATION OF EACH SUBUNIT.

(A) STABILIZATION PRACTICES: DURING CONSTRUCTION THE CONTRACTOR WILL PROVIDE TEMPORARY SEEDING FOR AREAS WHICH HAVE BEEN CLEARED AND NOT REWORKED WITHIN 14 CALENDAR DAYS. THE ENTIRE CLEARED AND UNPAVED PORTION OF THE PROJECT WILL BE SODDED OR MULCHED AND SEEDED UPON COMPLETION. BARE SOIL AREAS WILL BE KEPT TO A MINIMUM. STABILIZATION PRACTICES WILL INCLUDE:

PERMANENT SODDING
LIMITING STEEP SLOPES
MINIMIZING THE AREA OF DISTURBED SOILS AT ANY GIVEN TIME
PRESERVATION OF NATURAL VEGETATION
SOIL RETAINING MEASURES
DUST CONTROL

(B) STRUCTURAL PRACTICES WILL INCLUDE:

STAKED SILT FENCES (LF)
STORM DRAIN INLET PROTECTION
FLOATING TURBIDITY BARRIER
STAKED TURBIDITY BARRIER
TEMPORARY SHEETING

(C) PHASING OF CONTROLS

PHASE I – INSTALLATION OF ENVIRONMENTAL CONTROL FEATURES

A. ENVIRONMENTAL CONTROL FEATURES AS PROVIDED IN PLANS QUANTITIES ARE TO BE INSTALLED THROUGHOUT THE CLEARING AND GRUBBING LIMITS OF ENVIRONMENTALLY SENSITIVE AREAS AS SHOWN IN PLANS (PRIOR TO CLEARING AND GRUBBING).

B. THE CONTRACTOR WILL BE REQUIRED TO PREPARE A SITE SPECIFIC EROSION CONTROL PLAN ALONG WITH A SPECIFIC CONSTRUCTION SCHEDULE FOR IMPLEMENTATION. THE CONTRACTOR WILL ALSO BE REQUIRED TO MODIFY THE PLAN OR MATERIALS TO ADAPT TO SEASONAL VARIATIONS.

PHASE II – CLEARING AND GRUBBING

CLEARING AND GRUBBING SHALL BE DONE AS INDICATED ON THE TYPICAL SECTIONS OR AS NOTED IN THE PLANS.

PHASE III – DRAINAGE SYSTEM OR ENVIRONMENTAL CONTROL FEATURES

A. ENVIRONMENTAL CONTROL FEATURES AS PROVIDED IN PLANS QUANTITIES ARE TO BE INSTALLED IN ALL AREAS OF EXCAVATION OR FILL FOR DRAINAGE SYSTEM OR STRUCTURE CONSTRUCTION PRIOR TO SUCH EXCAVATION OR FILL. ALL STREAMS OR DITCHES ARE TO BE PROTECTED FROM EROSION OR SILTATION BY THE METHODS DETAILED IN THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP). INLET ENTRANCES ARE ALSO TO BE PROTECTED FROM SILTATION AS DETAILED IN THE SWPPP. THESE INCLUDE STAKED SYNTHETIC BALES, SEDIMENT BASINS, TURBIDITY BARRIERS, SILT FENCE BARRIERS AND OTHERS, AS APPROPRIATE.

B. THE CONTRACTOR WILL BE RESPONSIBLE FOR MONITORING ANY ACTIVITIES FOR VOILATION OF WATER QUALITY STANDARDS AS THEY RELATE TO TURBIDITY (29 NTU'S ABOVE BACKGROUND). TESTING WILL TAKE PLACE TO SUBSTANTIATE THE INTENT OF THE PROJECT PERMITS THROUGHOUT THE DURATION OF THE PROJECT. IF THE WATER QUALITY STANDARD IS VIOLATED, SEDIMENT AND EROSION CONTROL MEASURES WILL BE REEVALUATED AND RE-INSTALLED AS DIRECTED BY THE ENGINEER.

PHASE IV – PERMANENT ENVIRONMENTAL CONTROLS

TEMPORARY ENVIRONMENTAL CONTROLS WILL BE REMOVED AFTER NEW ROADWAYS HAVE BEEN OPENED, AND PERMANENT EROSION, SEDIMENT AND STORM WATER CONTROL ARE IN PLACE AND FUNCTIONING. FINAL CLEAN UP WILL TAKE PLACE AND ANY TEMPORARY SURFACE WATER DIVERSIONS OR CONTROL FEATURES WILL BE CONNECTED TO THE PERMITTED STORMWATER MANAGEMENT SYSTEM.

REVISIONS

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Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

EROSION CONTROL GENERAL NOTES

SHEET NO. 60

B). OTHER CONTROLS

A) WASTE DISPOSAL: THE CONTRACTOR WILL PROVIDE LITTER CONTROL AND COLLECTION WITHIN THE PROJECT BOUNDARIES DURING CONSTRUCTION ACTIVITIES. ALL FERTILIZER, HYDROCARBON, OR OTHER CHEMICAL CONTAINERS SHALL BE DISPOSED OF BY THE CONTRACTOR ACCORDING TO EPA'S STANDARD

B) OFF-SITE VEHICLE TRACKING: WILL BE CONTROLLED BY THE FOLLOWING METHODS:
- HAUL ROADS DAMPENED FOR DUST CONTROL
- LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN
- EXCESS DIRT ON ROADS TO BE REMOVED DAILY
- SOIL TRACKING PREVENTION DEVICE TYPE A (INDEX 106)

C) SANITARY WASTE: ANY FIELD OFFICES WILL HAVE PORTABLE TOILET FACILITIES OR THE CONTRACTOR WILL OBTAIN PERMITS FOR SEWAGE TREATMENT IN ACCORDANCE WITH 10D-6 F.A.C. "STANDARDS FOR ON-SITE SEWAGE DISPOSAL SYSTEMS".

D) FERTILIZERS AND PESTICIDES: FERTILIZERS WILL BE USED ON THIS PROJECT IN ACCORDANCE WITH "FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" SECTION 982. TO AVOID NUTRIENT LOADING TO SURFACE WATERS, FERTILIZERS USED ON THIS PROJECT WILL NOT BE APPLIED WITHIN FIFTY (50) FEET OF ANY SURFACE WATERS WITHIN THE PROJECT LIMITS.

C). PERMITS

THE FOLLOWING PERMITS HAVE BEEN OBTAINED FOR THE PROJECT:

SFWMD - ENVIRONMENTAL RESOURCE PERMIT

THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE FOLLOWING PERMITS.

FDEP - NPDES PERMIT
SFWMD - TEMPORARY DEWATERING PERMIT

ADDITIONAL PERMIT FEES ARE TO BE INCLUDED IN THE COST OF MOBILIZATION 101-1A

3. MAINTENANCE

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY INSPECTION AND MAINTENANCE OF ALL EROSION CONTROL DEVICES THROUGHOUT THE CONSTRUCTION PHASE OF THE PROJECT. MAINTENANCE SHALL BE CONDUCTED IN ACCORDANCE WITH "FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" SECTION 104 AND "FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS" OR AS DIRECTED BY THE ENGINEER.

THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE AND REPAIRS OF EROSION AND SEDIMENT CONTROL DEVICES, AND REMOVAL OF EROSION AND SEDIMENT CONTROL DEVICES UNTIL ACCEPTANCE OF THE COMPLETED PROJECT BY THE COUNTY.

MAINTENANCE AND REPAIR REQUIRED FOR THE CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION SHALL BE INCLUDED IN THE COST OF PAY ITEM 104-1.

THE FOLLOWING PRACTICES WILL BE USED TO MAINTAIN EROSION AND SEDIMENT CONTROLS:

GENERAL:

THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAUGES ON THE PROJECT SITE AND RECORD WEEKLY RAINFALL IN ACCORDANCE WITH NPDES PERMIT NO. FLR 100000. ALL CONTROL MEASURES WILL BE MAINTAINED BY THE CONTRACTOR.

ALL MEASURES WILL BE MAINTAINED IN GOOD WORKING ORDER. IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF REPORT.

STRUCTURAL PRACTICES CONTROLS:

BUILT-UP SEDIMENT WILL BE REMOVED FROM SILT FENCE AND STAKED TURBIDITY BARRIERS NOT LATER THAN WHEN IT HAS REACHED ONE-THIRD THE HEIGHT OF THE FENCE.

TEMPORARY AND PERMANENT SEEDING, SODDING AND PLANTING WILL BE INSPECTED FOR BARE SPOTS, WASHOUTS, AND HEALTHY GROWTH.

SOIL TRACKING PREVENTION DEVICE, TYPE A SHALL BE MAINTAINED TO PREVENT CLOGGING OF ROCK BEDDING WHICH MAY IMPEDE THE USEFULNESS OF THE STRUCTURE.

FLOATING TURBIDITY BARRIER WILL BE MAINTAINED WITH RESPECT TO DEPTH OF SEDIMENT AND ENSURE THAT THE FABRIC IS ATTACHED SECURELY TO THE FLOATS AND ANCHORED PROPERLY AT THE BOTTOM FOR PROPER SEDIMENT CONTROL.

4. INSPECTION

ALL EROSION AND WATER POLLUTION ABATEMENT AND CONTROL MEASURES WILL BE INSPECTED DAILY BY THE CONTRACTOR.

INSPECTIONS ARE TO BE PERFORMED BY QUALIFIED PERSONNEL WHO HAVE COMPLETED THE FLORIDA STORM WATER, EROSION AND SEDIMENT CONTROL TRAINING AND CERTIFICATION PROGRAM FOR INSPECTORS AND CONTRACTORS WHO HAVE PASSED THE EXAMINATION.

INSPECTION AREAS: LOCATIONS OR AREAS TO BE INSPECTED INCLUDE BUT ARE NOT LIMITED TO:

- DISCHARGE POINTS TO WATERS OF THE UNITED STATES
- DISCHARGE POINTS TO MS4 FACILITIES
- AREAS NOT MEETING THE "FINAL STABILIZATION" CRITERIA
- MATERIALS STORAGE/STOCKPILES
- SEDIMENTATION FACILITIES
- STRUCTURAL FACILITIES
- VEHICLE ENTRANCES/EXITS
- ON-SITE STORMWATER MANAGEMENT SYSTEMS

THE CONTRACTOR SHALL USE THE CONSTRUCTION INSPECTION REPORT FORM 650-040-03 FOR DAILY INSPECTIONS.

THE CONTRACTOR'S DAILY INSPECTIONS REQUIRED FOR THE CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION SHALL BE INCLUDED IN THE COST OF PAY ITEM 104-1.

TRACKING AND REPORTING

THE CONTRACTOR IS RESPONSIBLE FOR COMPLETING THE INSPECTION REPORT FORM 650-040-03 EVERY 7 DAYS AND AFTER ANY 0.50 INCH (OR MORE) RAINFALL EVENT. A COPY OF THE INSPECTION REPORT SHALL BE SUBMITTED TO THE ENGINEER WEEKLY.

5. QUANTITIES

SEE CONSTRUCTION PLANS SUMMARY OF QUANTITIES SHEETS FOR EROSION CONTROL QUANTITY TABULATION.

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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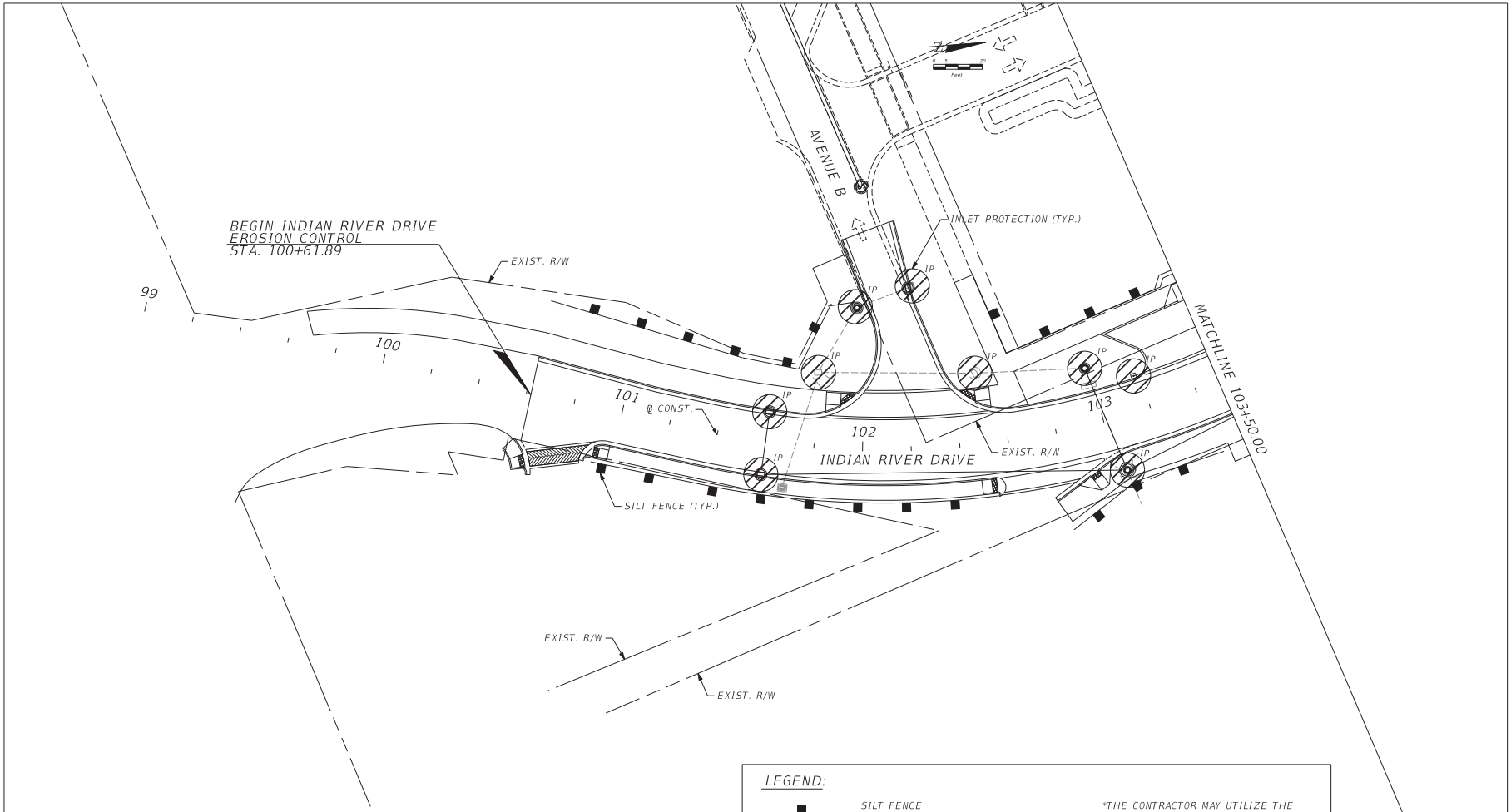
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

EROSION CONTROL GENERAL NOTES

SHEET NO. 61



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE
EROSION CONTROL

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62

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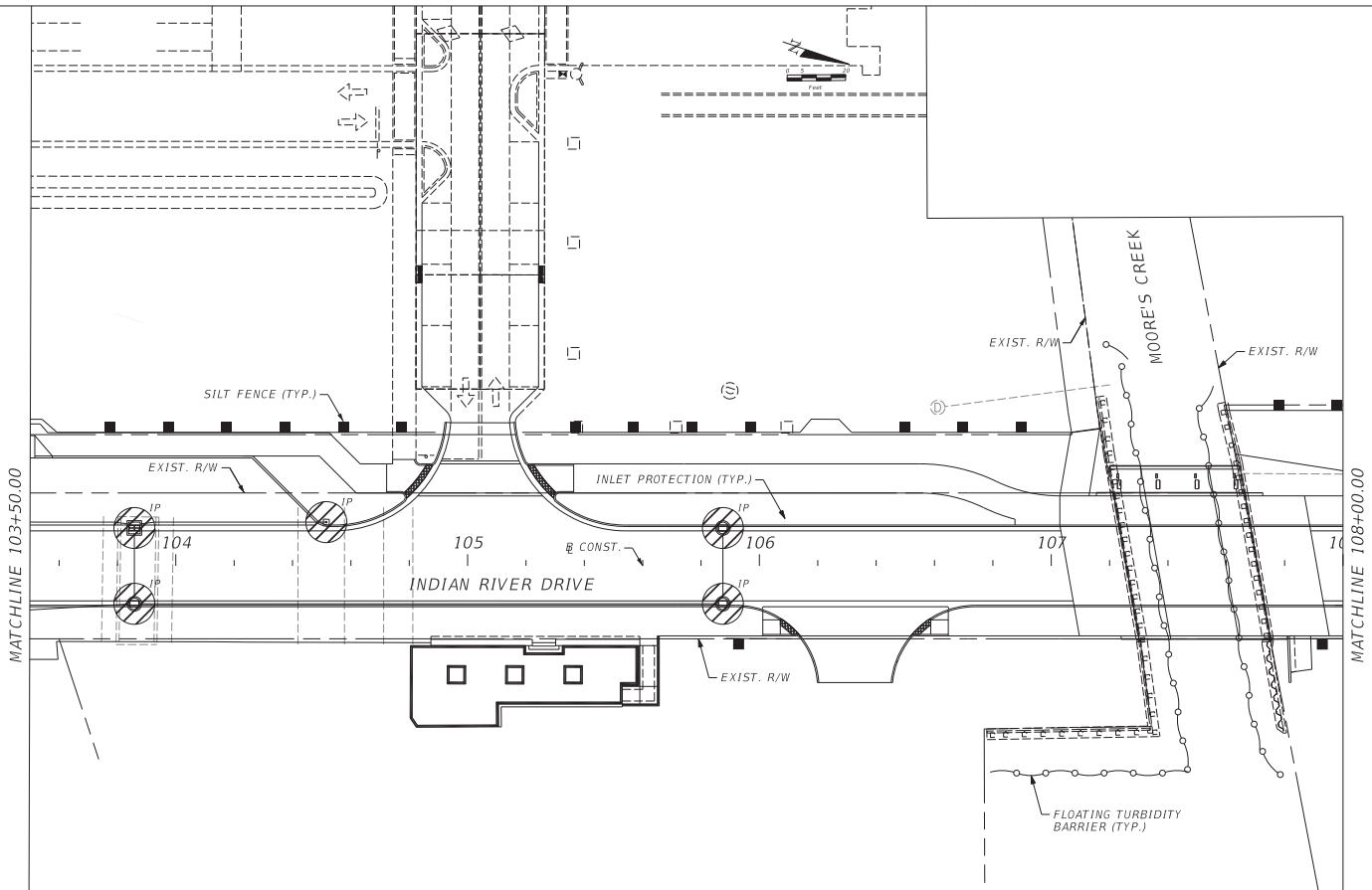

LEGEND:

- SILT FENCE
- *SEDIMENT CONTROL INLET PROTECTION
- FLOATING TURBIDITY BARRIER
- STAKED TURBIDITY BARRIER

*THE CONTRACTOR MAY UTILIZE THE FOLLOWING INLET PROTECTION METHODS AS APPROPRIATE:

1. GRAVEL CURB INLET FILTER
2. SILT FENCE INLET PROTECTION
3. CURB INLET SEDIMENT BARRIER
4. CURB & GUTTER SEDIMENT BARRIER
5. GRAVEL BAG CURB SEDIMENT BARRIERS

REVISIONS

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Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE EROSION CONTROL

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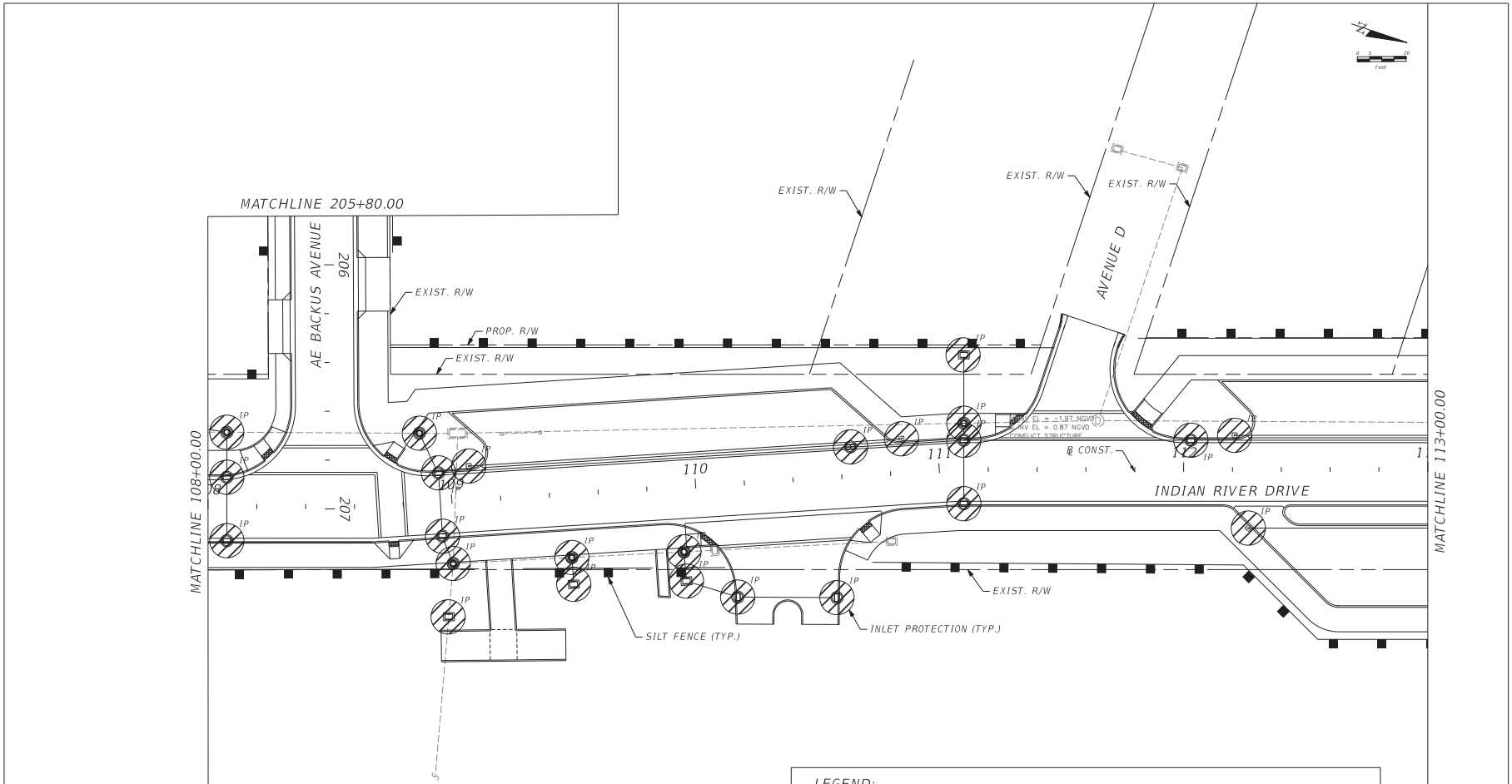

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Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE EROSION CONTROL

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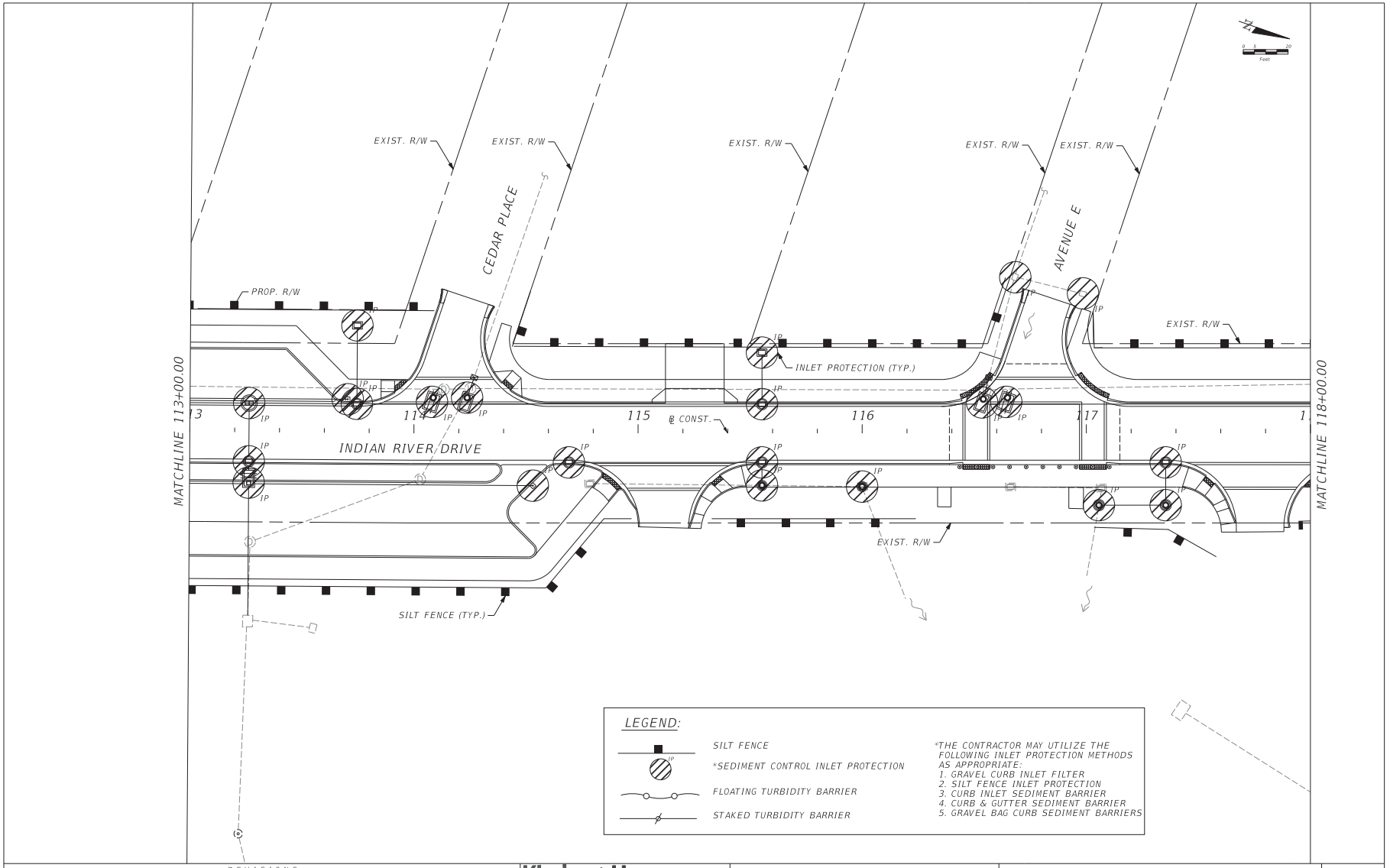

LEGEND:

- SILT FENCE
- *SEDIMENT CONTROL INLET PROTECTION
- FLOATING TURBIDITY BARRIER
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2. SILT FENCE INLET PROTECTION
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4. CURB & GUTTER SEDIMENT BARRIER
5. GRAVEL BAG CURB SEDIMENT BARRIERS

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Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
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INDIAN RIVER DRIVE EROSION CONTROL

SHEET NO. 65

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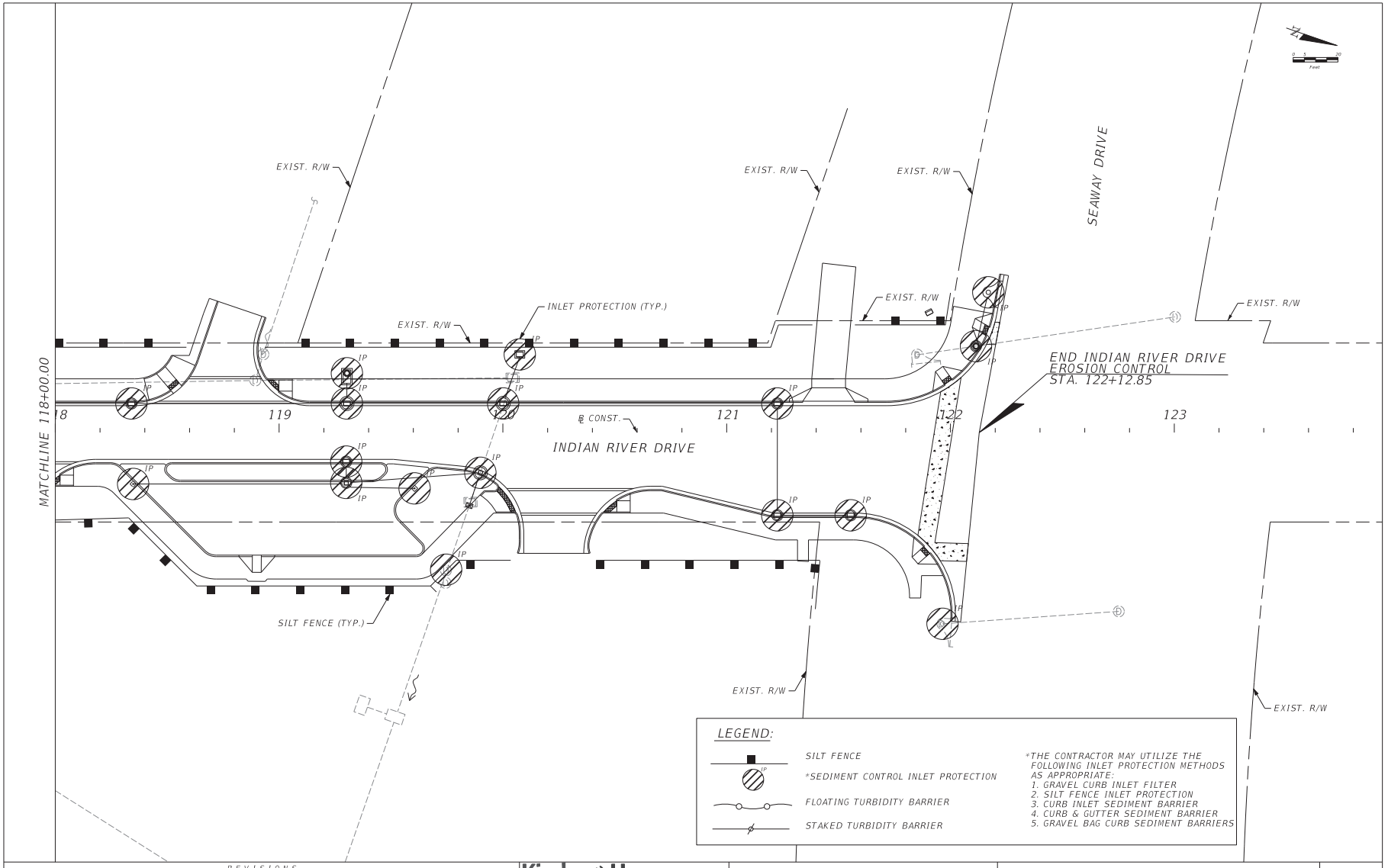

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Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE
EROSION CONTROL

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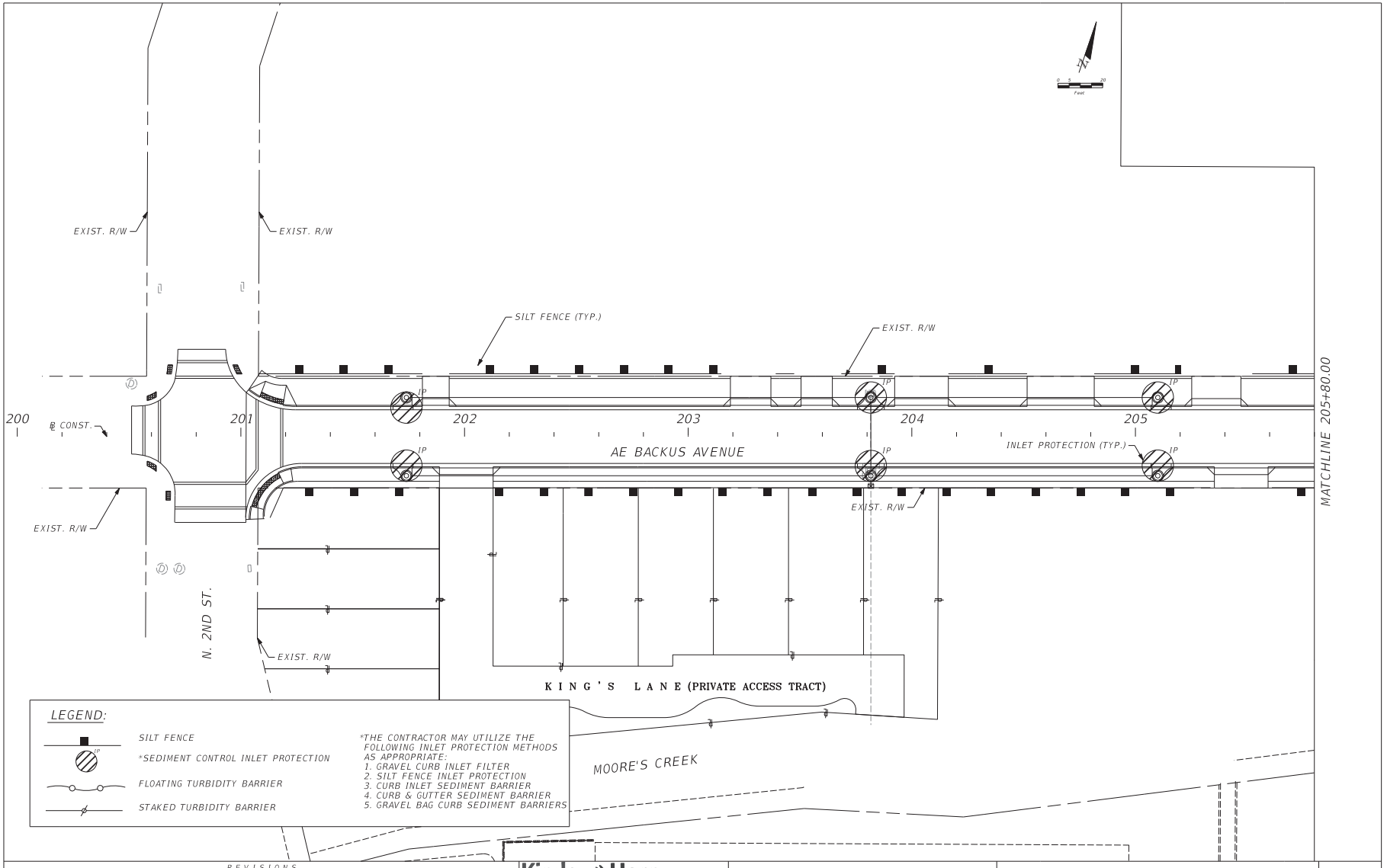

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Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

AE BACKUS AVENUE EROSION CONTROL

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LANDSCAPE NOTES

1. ALL PLANT MATERIAL SHALL BE HEALTHY, VIGOROUS, AND FREE OF PESTS AND DISEASE.
2. ALL PLANT MATERIAL SHALL BE CONTAINER GROWN OR BALLED AND BUR LAPPED AS INDICATED IN THE PLANT LIST.
3. ALL TREES SHALL HAVE A STRAIGHT TRUNK AND FULL HEAD AND MEET ALL REQUIREMENTS SPECIFIED.
4. ALL MATERIALS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION.
5. ALL PLANTING AREAS SHALL BE COMPLETELY MULCHED AS SPECIFIED.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERY SCHEDULE AND PROTECTION BETWEEN DELIVERY AND PLANTING PER SPECIFICATIONS TO MAINTAIN HEALTHY PLANT CONDITIONS.
8. ANY PLANT MATERIAL WHICH IS DISEASED, DISTRESSED, DEAD, OR REJECTED (PRIOR TO SUBSTANTIAL COMPLETION) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, AND SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
9. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM ACCEPTANCE BY THE CITY. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS DURING THE NORMAL PLANTING SEASON.
10. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.
11. ALL PLANTING BEDS ARE TO BE COMPLETELY COVERED WITH FLORIMULCH FROM A LOCAL SOURCE HARVESTED IN A SUSTAINABLE MANNER TO A MINIMUM DEPTH OF FOUR INCHES. REFER TO SECTION H BELOW.

GENERAL LANDSCAPE SPECIFICATIONS

A. SCOPE OF WORK

1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.
2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

B. MATERIALS

1. GENERAL

MATERIAL SAMPLES LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON THE SITE OR AS OTHERWISE DETERMINED BY THE OWNER. UPON SAMPLES' APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

MATERIAL	SAMPLE SIZE
MULCH	ONE (1) CUBIC FOOT
TOPSOIL MIX	ONE (1) CUBIC FOOT
PLANTS	ONE (1) OF EACH VARIETY (OR TAGGED IN NURSERY)

2. PLANT MATERIALS

A. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIVE.

B. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

C. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY; SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

C. WATER

WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. THE CONTRACTOR SHALL SUBMIT THE CITY'S PROJECT MANAGER A WATERING PLAN TO BE FOLLOWED UNTIL PROJECT ACCEPTANCE. THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC.. THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

D. MULCH

MULCH MATERIAL SHALL BE MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT, AND APPLIED AT A MINIMUM DEPTH OF 4 INCHES. CLEAR MULCH FROM EACH PLANT'S CROWN (BASE). MULCH SHALL CONSIST OF FLORIMULCH.

E. DIGGING AND HANDLING

1. PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.
2. BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.
3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS, COMPLYING WITH FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS, CURRENT EDITION. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT DURING TRANSPORTATION AND PRIOR TO PLANTING.
4. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL.

F. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION, FLORIDA #1 OR BETTER.
2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG 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. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.
3. PLANT ROOTS BOUND IN CONTAINERS ARE NOT ACCEPTABLE.
4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NOT BE PERMITTED WITHOUT WRITTEN APPROVAL IS OBTAINED FROM THE OWNER OR OWNER'S REPRESENTATIVE.

G. COLLECTED STOCK

WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED BY THE OWNER OR OWNER'S REPRESENTATIVE, THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

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Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

HARDSCAPE / LANDSCAPE GENERAL NOTES

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GENERAL LANDSCAPE SPECIFICATIONS CONTINUED

H. NATIVE STOCK

PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY RE-ESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

I. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

J. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.
2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL NATIONAL ONE CALL – 811 – TO LOCATE UTILITIES.
3. GENERAL: COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. UPON ARRIVAL AT THE SITE , PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ON-SITE SHALL NOT REMAIN UNPLANTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.
4. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACKFILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).
5. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, BASKETS, ETC.., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.
6. PRUNING: TREES SHALL BE PRUNED, AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY LICENSED ARBORIST, IN ACCORDANCE WITH ANSI A-300.

K. LAWN SODDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND ECOTRUF SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A COVERAGE ACCEPTABLE TO THE OWNER.
2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS, AND THE GROUND BROUGHT TO AN EVEN GRADE. DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE FINE GRADED AND UNTIL PRESENTING AN EVEN FINISH TO THE REQUIRED GRADE.
3. SOIL PREPARATION: PREPARE LOOSE BED FOUR (4) INCHES DEEP. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.
4. SODDING
   - A. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETY TYPE, AND FREE FROM WEEDS, FUNGI, INSECTS AND DISEASES OF ANY KIND.
   - B. SOD SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. IMMEDIATELY FOLLOWING SOD INSTALLATION, THE AREAS SHALL THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY TO FILL THE VOIDS BETWEEN THE SOD ROLLS, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY APPLIED AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY AND AS RECOMMENDED BY GROWER.
5. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL ECOTRUF SHALL BE STORED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.
6. LAWN MAINTENANCE:
   - A. THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED AREA OF ECOTURF. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"X12") UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE. REPAIRED ECOTRUF SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING IF NECESSARY).
   - B. CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ECOTRUF UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

L. PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE. MAINTENANCE AFTER THE CERTIFICATION OF ACCEPTABILITY SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION. THE CONTRACTOR SHALL PROVIDE PLANT MATERIAL MAINTENANCE FOR A PERIOD OF NO LESS THAN 90 DAYS.

M. FINAL INSPECTION AND ACCEPTANCE OF WORK

FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED BY THE LANDSCAPE ARCHITECT OR OWNER IN WRITING) BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE SAME INSPECTION AND ACCEPTANCE HEREIN DESCRIBED.

N. WARRANTY

1. THE LIFE AND SATISFACTORY CONDITION OF ALL 7 GALLON AND LARGER PLANT MATERIAL INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE.
2. THE LIFE AND SATISFACTORY CONDITION OF ALL OTHER PLANT MATERIAL (INCLUDING SOD) INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE.
3. REPLACEMENT: ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. THEY SHALL BE FURNISHED PLANTED AND MULCHED AS SPECIFIED UNDER "PLANTING", AT NO ADDITIONAL COST TO THE OWNER. REPLACED PLANTS SHALL BE WARRANTIED FOR A PERIOD OF ONE CALENDAR YEAR AFTER INSTALLATION.
4. THE CONTRACTOR IS ENCOURAGED TO VISIT THE PROJECT SITE PERIODICALLY DURING THE ONE YEAR WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED BY THE OWNER, AND SHALL NOTIFY THE OWNER IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH. IT IS SUGGESTED SUCH SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF ACCEPTANCE.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

HARDSCAPE / LANDSCAPE GENERAL NOTES

SHEET NO. 69

rebecca.mulroney 2/4/2025 3:21:32 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\GNNTLA01.DGN

GENERAL LANDSCAPE SPECIFICATIONS CONTINUED

I. TOP SOIL

SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)

A. SOIL MIXTURE SHALL CONSIST OF 60% COARSE SAND, 40% FLORIDA PEAT AS DESCRIBED BELOW.

B. SOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING SHALL BE FERTILE, FRIABLE, AND REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEED AND OTHER LITTER, FREE OF ROOTS, STUMPS, STONE LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL HAVE A PH BETWEEN 5.5 AND 7.0 SUBMIT SAMPLE AND PH TESTING RESULTS FOR APPROVAL.

C. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE ORTONA MINED SAND. CONTRACTOR SHALL SUBMIT RESULTS OF SOIL TEST FOR PEAT AND SAND PROPOSED FOR USE UNDER THIS CONTRACT FOR APPROVAL.

D. CONTRACTOR SHALL SUBMIT SAMPLES OF SOIL MIXTURE FOR LANDSCAPE ARCHITECT REVIEW UNDER FORMAL SUBMITTAL AND SUBSEQUENTLY TO OWNER'S REPRESENTATIVE THEREAFTER FOR APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.

E. FLORIDA MUCK / FLORIDA MUCKY PEAT MAY BE PROVIDED AS A SUBSTITUTE FOR THE 20% FLORIDA PEAT, CONTINGENT UPON PRELIMINARY TEST RESULTS AND AS DETERMINED BY THE LANDSCAPE ARCHITECT DURING THE SUBMITTAL PROCESS. ANY CHANGES IN THE PERCENTAGES OR PARENT MATERIALS REQUIRED TO PROVIDE THE SPECIFIED MIXTURE AS DETERMINED BY THE LANDSCAPE ARCHITECT SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO OWNER.

F. CONTRACTOR SHALL PROVIDE PH TEST RESULTS FOR ALL MIX COMPONENTS AND FINAL MIX.

G. CONTRACTOR SHALL PROVIDE PENETROMETER ON-SITE AT ALL TIMES FOR COMPACTION INSPECTION AT THE DISCRETION OF THE LANDSCAPE ARCHITECT.

H. PENETROMETER CRITERIA / SPECIFICATIONS SHALL RANGE FROM APPROX. 75 PSI TO LESS THAN 300 PSI OR AS DETERMINED BY THE LANDSCAPE ARCHITECT.

I. FINAL MIX SHALL BE TESTED TO HAVE A SATURATED WEIGHT OF NO MORE THAN 85 POUNDS PER CUBIC FOOT WHEN COMPACTED TO 85% STANDARD PROCTOR. FERTILIZER PRODUCT DATA AND RATE SCHEDULE SHALL BE SUBMITTED CONCURRENTLY WITH THE SOIL SUBMITTAL FOR EVALUATION BY THE LANDSCAPE ARCHITECT.

J. PALM TREE RELOCATION

A. GENERAL REQUIREMENTS

ALL PALMS TO BE RELOCATED SHALL BE TAGGED AND COORDINATED WITH CONTRACTOR HIRED ARBORIST PRIOR TO RELOCATION. PRIOR TO DIGGING, THE SOIL SHOULD BE MOISTENTED TO HELP KEEP THE PALM ROOTBALL INTACT. THE CONTRACTOR SHALL CROP THE EXISTING PALMS' LEAVES WHILE PROTECTING THE BUD OF THE PALM TO REDUCE LEAF TRANSPIRATION AND CONSERVE WATER TO PROMOTE NEW ROOT GROWTH. PALMS MAY BE DUG BY HAND OR WITH MECHANICAL TREE SPADES AND SHALL MAINTAIN A MINIMUM OF 6' ROOT BALL (FOR ROYAL PALMS) WHEN MEASURED FROM THE LOWEST PART OF THE TRUNK, OUT TO THE EDGE OF THE ROOT BALL.

B. RELOCATION REQUIREMENTS

PALMS SHALL BE LIFTED BY NYLON SLINGS WRAPPED AROUND THE TRUNK. NEVER USE CHAIN, CABLES, OR ROPES DIRECTLY ON THE TRUNK. DURING TRANSPORT, PALMS SHALL BE WELL SUPPORTED ALONG THEIR ENTIRE LENGTH AS UNSUPPORTED CROWNS MAY CRACK OR DAMAGE THE BUD. ANY TREE BARS ON TRAILERS SHALL BE WRAPPED TO CUSHION THE PALM DURNING TRANSPORT. ROOT BALLS SHALL BE WRAPPED IN HEAVY DUTY BLACK PLASTIC WRAP TO KEEP THE ROOT BALL CYLINDRICAL. FORMING A CONICAL OR POINTED ROOTBALL IS NOT RECOMMENDED.

C. REGENERATION REQUIREMENTS

REGENERATION OF ROOTS OF HARVESTED ROYAL PALMS IS PREFERRED. PALMS ARE TO BE HELD IN A NURSERY CONDITION FOR ROOT REGENERATION AND SHALL BE PLACED AT AN ANGLE ON A HEAVY DUTY TREE RACK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A TREE RACK STRUCUTRUALLY CAPABLE OF SUPPORTING THE RELOCATED PALMS, AND SUBSEQUENT WIND LOADING AS APPLICABLE. THE TREE RACK SHALL INCLUDE IRRIGATION AS OUTLINED BELOW. PALMS MAY BE HELD IN THE RACK FOR A MINIMUM OF SIX WEEKS AND UP TO TWELVE WEEKS.

AFTER THE TREE RACK, THE PALM SHOULD BE KEPT WRAPPED AND MOVED TO A PLANTING HOLE IN THE SOIL, WITH THE WRAPPED PORTION OF THE PALM PLACED IN THE GROUND UP TO THE TOP OF THE WRAP. IF AN ADEQUATE FALL ZONE IS AVAILABLE AROUND THE PLANTED PALMS, STAKING IS NOT REQUIRED. OTHERWISE, CONTRACTOR SHALL UTILIZE STAKING IN ACCORDANCE WITH THE LANDSCAPE PLAN DETAILS. PALMS MAY REMAIN IN THIS CONDITION FOR UP TO NINE MONTHS PRIOR TO FINAL PLANTING AND TO FINALIZE THE REGENERATION PROCESS.

UPON COMPLETION OF THE REGENERATION PROCESS (PREFERRED), OR UPON DELIVERY OF THE HARVESTED PALMS, PALMS SHALL BE PLANTED IN ACCORDANCE WITH THE LANSDACPE PLAN LOCATIONS, DETAILS, AND SPECIFICATIONS.

J. PALM TREE RELOCATION CONTINUED

D. IRRIGATION REQUIREMENTS

THE CONTRACTOR SHALL FURNISH AND INSTALL PIPING, VALVES, WATER SOURCE, AND NECESSARY ACCESSORIES FOR TEMPORARY IRRIGATION TO ALL HARVESTED PALMS AND PALMS IN THE TREE RACK. THE TREE RACK SHALL INCLUDE OVERHEAD SPRAY IRRIGATION AND SHALL BE WATERED TWICE DAILEY WHILE ON THE TREE RACK.

UPON FINAL PLANTING, EACH PALM SHALL BE IRRIGATED APPROXIMATELY SIX GALLONS PER WATERING. WATERING SHALL OCCUR ACCORDING TO THE FOLLOWING SCHEDULE: DAILY FOR TWO MONTHS AFTER TRANSPLANT, EVERY OTHER DAY FOR SIX MONTHS, TWICE A WEEK UNTIL ESTABLISHED. APPLY IRRIGATION IN A MANNER SO ALL WATER SOAKS THE ENTIRE ROOT BALL. DO NOT WATER IF THE ROOT BALL IS WET/SATURATED ON THE IRRIGATION DAY.

E. WARRANTY REQUIREMENTS

CONTRACTORS BID SHALL INCLUDE WARRANTY FOR FAILED TRANSPLANTED PALMS. TIME OF 1 YEAR WARRANTY STARTS AT TIME OF PROJECT ACCEPTANCE.

IF DAMAGE TO ANY PALM SHOULD OCCUR BY ACCIDENT OR NEGLIGENCE DURING THE RELOCATION OR CONSTRUCTION PERIOD, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF THE PALM AT NO COST TO THE OWNER.

REVISIONS					
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Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

HARDSCAPE / LANDSCAPE GENERAL NOTES

SHEET NO. 69A

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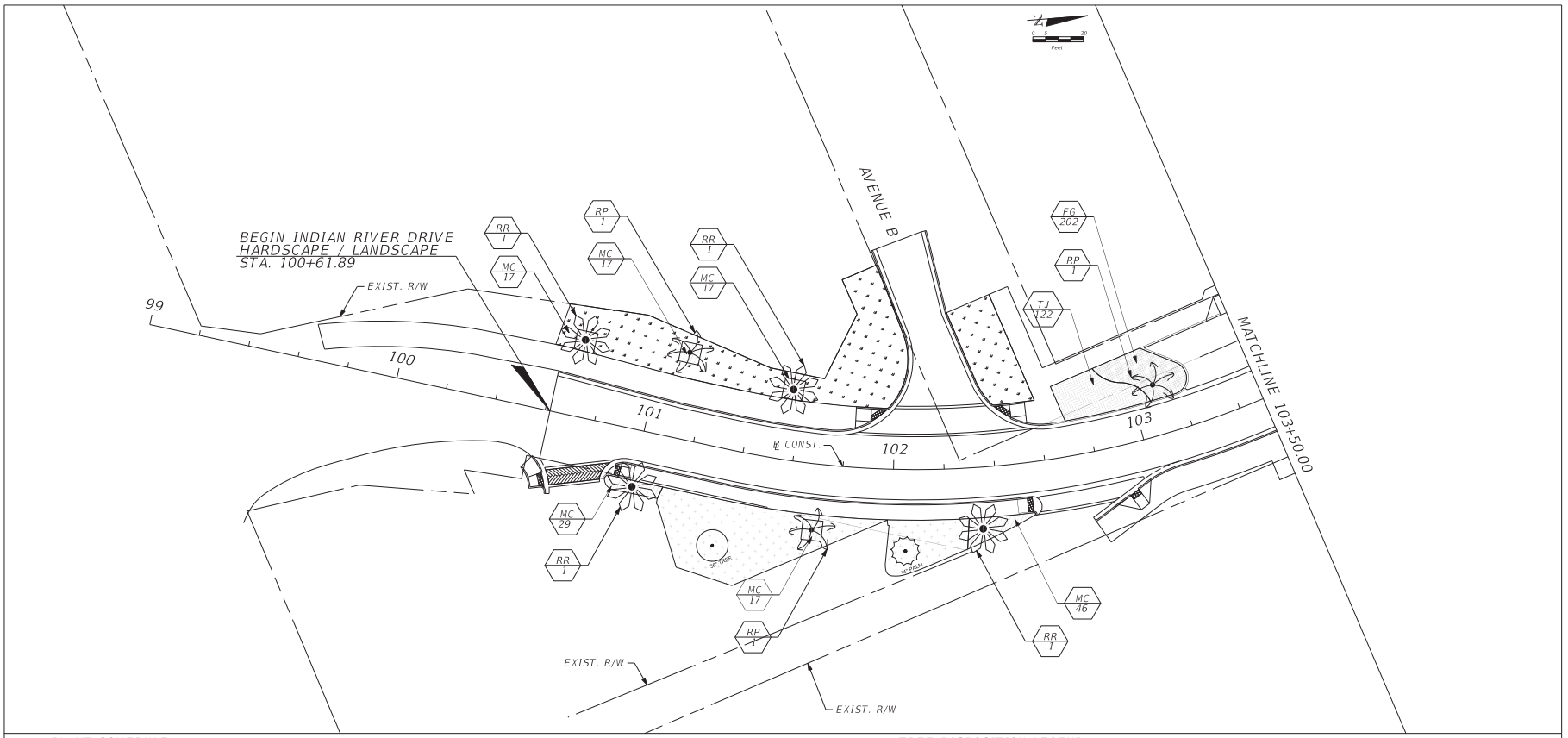

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME / COMMON NAME	REMARKS
	RR	ROYSTONEA REGIA / ROYAL PALM	17'-20' HT. GW., F.G.
	RP	RELOCATED ROYSTONEA REGIA / RELOCATED ROYAL PALM	VARIES
	SOD	STENOTAPHRUM SECUNDATUM 'FLORATAM' / FLORATAM ST. AUGUSTINE	SOD
	MC	MUHLENBERGIA CAPILLARIS / PINK MUHLY	24" HT., 24" O.C., CONT.
	FG	FICUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FICUS FULL TO GROUND	18" HT., 18" SPR, 18" O.C., CONT.
	TJ	TRACHELOSPERMUM JASMINOIDES / CONFEDERATE JASMINE	24"X24", 24" O.C., CONT.
	AE	ARACHIS GLABRATA 'ECOTURF' / PERENNIAL PEANUT	SOD

TREE DISPOSITION LEGEND

SYMBOL	
	TREE TO BE REMOVED
	TREE TO BE RELOCATED
	TREE TO REMAIN
	PALM TO REMAIN
	PALM TO BE REMOVED
	PALM TO BE RELOCATED
	TREE PROTECTION FENCE

REVISIONS

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Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE LANDSCAPE

SHEET NO. 70

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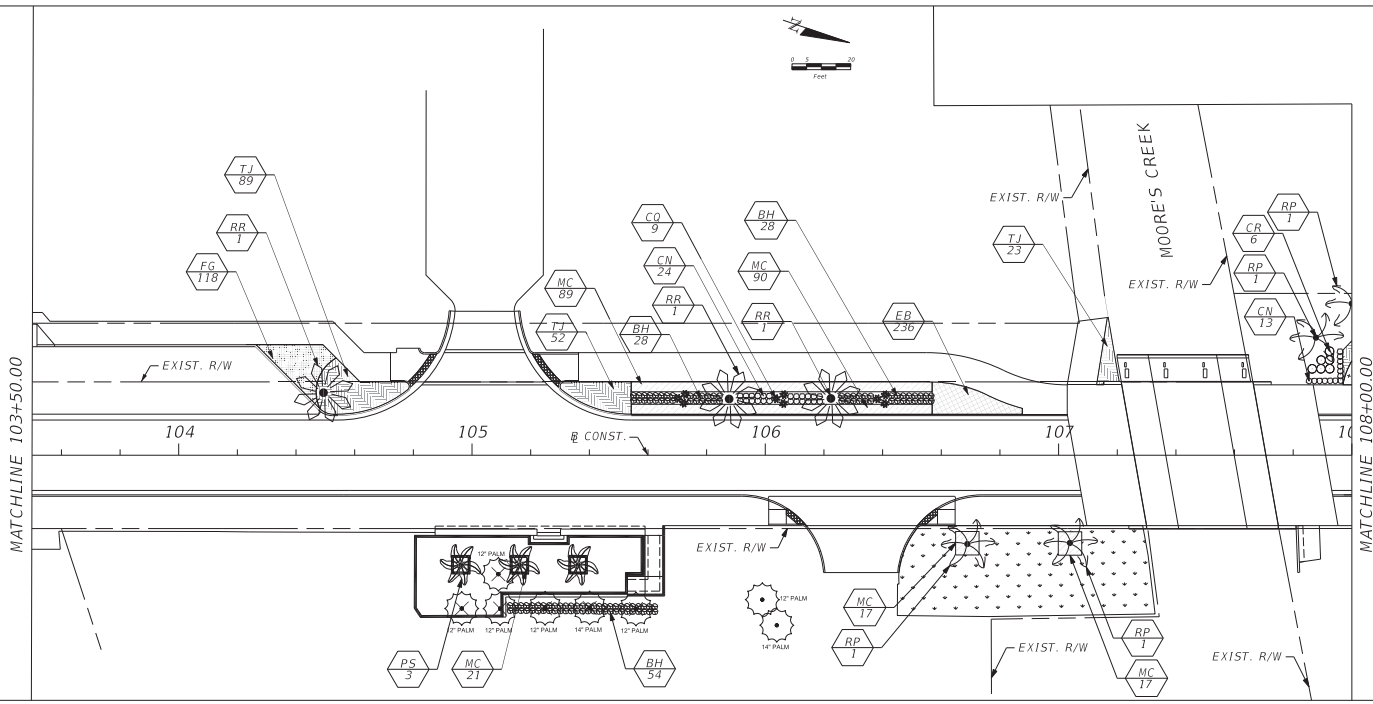

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME / COMMON NAME	REMARKS
	RR	ROYSTONEA REGIA / ROYAL PALM	17'-20' HT. GW., F.G.
	RP	RELOCATED ROYSTONEA REGIA / RELOCATED ROYAL PALM	VARIES
	PS	PHOENIX SYLVESTRIS / WILD DATE PALM	16'-18' HT.
	CN	CLUSIA ROSEA NANA / CLUSIA NANA	MAINTAINED AT 24" HT., 18" HT. MIN, 18" SPR MIN., 18" O.C., CONT.
	CR	CHRYSOBALANUS ICACO 'RED TIP' / RED TIP COCPLUM	30" HT. MIN., 36" SPR MIN., 30" O.C., CONT.
	BH	BOUGAINVILLEA X 'HELEN JOHNSON' / HELEN JOHNSON COMPACT BOUGANVILLEA	24" HT. MIN., 24" SPR MIN., 24" O.C., CONT.
	CQ	CRINUM AUGUSTUM `QUEEN EMMA` / QUEEN EMMA CRINUM LILY	24" HT. MIN., 30" SPR MIN.,
	MC	MUHLENBERGIA CAPILLARIS / PINK MUHLY GRASS	24" HT. MIN., 24" O.C., CONT.
	EB	EVOLVULUS GLOMERATUS 'BLUE DAZE' / BRAZILIAN DWARF MORNING GLORY	12" HT. MIN., 18" SPR, 12" O.C., CONT.
	SOD	STENOTAPHRUM SECUNDATUM 'FLORATAM' / FLORATAM ST. AUGUSTINE	SOD
	FG	FICUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FICUS FULL TO GROUND	18" HT. MIN., 18" SPR, 18" O.C., CONT.
	TJ	TRACHELOSPERMUM JASMINOIDES / CONFEDERATE JASMINE	24"X24", 24" O.C., CONT.
	AE	ARACHIS GLABRATA 'ECOTURF' / PERENNIAL PEANUT	SOD

TREE DISPOSITION LEGEND

SYMBOL	
	TREE TO BE REMOVED
	TREE TO BE RELOCATED
	TREE TO REMAIN
	PALM TO REMAIN
	PALM TO BE REMOVED
	PALM TO BE RELOCATED
	TREE PROTECTION FENCE

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE LANDSCAPE

SHEET NO. 71

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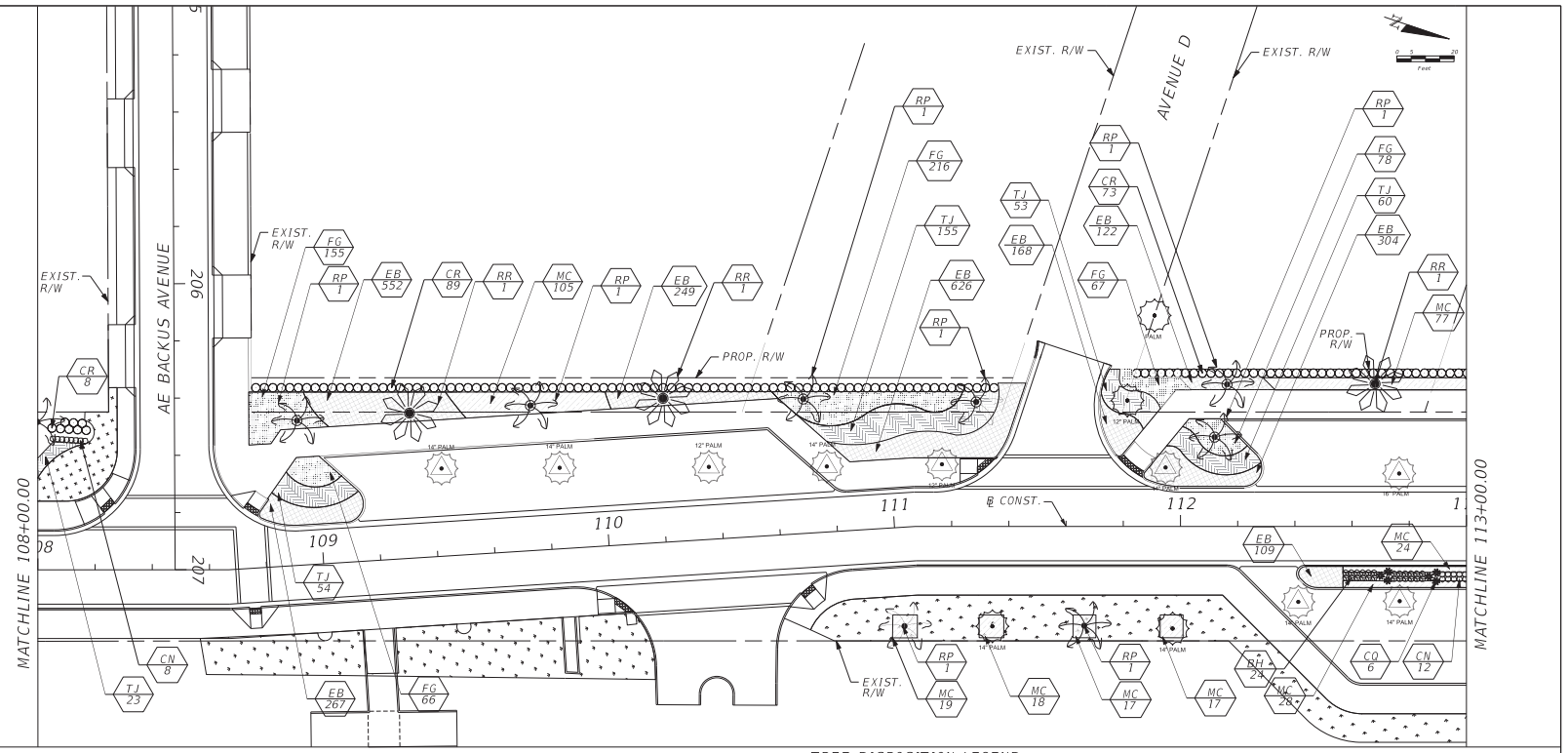

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME / COMMON NAME	REMARKS
	RR	ROYSTONEA REGIA / ROYAL PALM	17'-20' HT. GW., F.G.
	RP	RELOCATED ROYSTONEA REGIA / RELOCATED ROYAL PALM	VARIES
	CN	CLUSIA ROSEA NANA / CLUSIA NANA	MAINTAINED AT 24" HT., 18" HT. MIN, 18" SPR MIN., 18" O.C., CONT.
	CR	CHRYSOBALANUS ICACO 'RED TIP' / RED TIP COCPLUM	30" HT. MIN., 36" SPR MIN., 30" O.C., CONT.
	BH	BOUGAINVILLEA X 'HELEN JOHNSON' / HELEN JOHNSON COMPACT BOUGAINVILLEA	24" HT. MIN., 24" SPR MIN., 24" O.C., CONT.
	CQ	CRINUM AUGUSTUM 'QUEEN EMMA' / QUEEN EMMA CRINUM LILY	24" HT. MIN., 30" SPR MIN.
	SOD	STENOTAPHRUM SECUNDATUM 'FLORATAM' / FLORATAM ST. AUGUSTINE	SOD
	AE	ARACHIS GLABRATA 'ECOTURF' / PERENNIAL PEANUT	SOD
	FG	FICUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FICUS FULL TO GROUND	18" HT., 18" SPR, 18" O.C., CONT.
	TJ	TRACHELOSPERMUM JASMINOIDES / CONFEDERATE JASMINE	24"X24", 24" O.C., CONT.
	EB	EVOLVULUS GLOMERATUS 'BLUE DAZE' / BRAZILIAN DWARF MORNING GLORY	12" HT. MIN., 18" SPR, 12" O.C., CONT.
	MC	MUHLENBERGIA CAPILLARIS / PINK MUHLY	24" HT., 24" O.C., CONT.

TREE DISPOSITION LEGEND

SYMBOL

- TREE TO BE REMOVED
- TREE TO BE RELOCATED
- TREE TO REMAIN
- PALM TO REMAIN
- PALM TO BE REMOVED
- PALM TO BE RELOCATED
- TREE PROTECTION FENCE

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE LANDSCAPE

SHEET NO. 72

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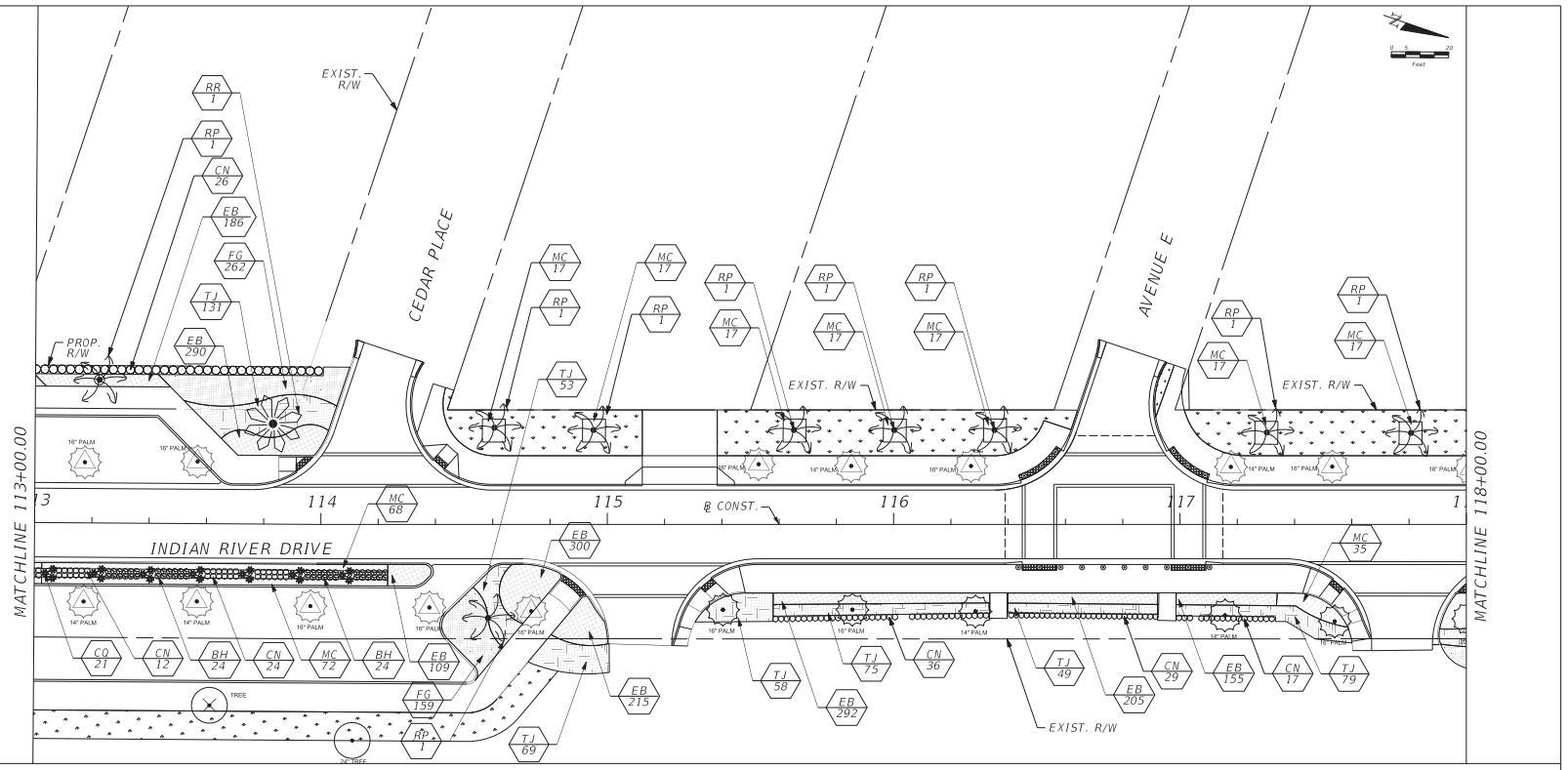

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME / COMMON NAME	REMARKS
	RP	RELOCATED ROYSTONEA REGIA / RELOCATED ROYAL PALM	VARIES
	CN	CLUSIA ROSEA NANA / CLUSIA NANA	MAINTAINED AT 24" HT., 18" HT. MIN, 18" SPR MIN., 18" O.C., CONT.
	BH	BOUGAINVILLEA X 'HELEN JOHNSON' / HELEN JOHNSON COMPACT BOUGAINVILLEA	24" HT. MIN., 24" SPR MIN., 24" O.C., CONT.
	CQ	CRINUM AUGUSTUM 'QUEEN EMMA' / QUEEN EMMA CRINUM LILY	24" HT. MIN., 30" SPR MIN.
	SOD	STENOTAPHRUM SECUNDATUM 'FLORATAM' / FLORATAM ST. AUGUSTINE	SOD
	FG	FICUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FICUS FULL TO GROUND	18" HT., 18" SPR, 18" O.C., CONT.
	TJ	TRACHELOSPERMUM JASMINOIDES / CONFEDERATE JASMINE	24"X24", 24" O.C., CONT.
	EB	EVOLVULUS GLOMERATUS 'BLUE DAZE' / BRAZILIAN DWARF MORNING GLORY	12" HT. MIN., 18" SPR, 12" O.C., CONT.
	MC	MUHLENBERGIA CAPILLARIS / PINK MUHLY	24" HT., 24" O.C., CONT.

TREE DISPOSITION LEGEND

SYMBOL	
	TREE TO BE REMOVED
	TREE TO BE RELOCATED
	TREE TO REMAIN
	PALM TO REMAIN
	PALM TO BE REMOVED
	PALM TO BE RELOCATED
	TREE PROTECTION FENCE

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BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE LANDSCAPE

SHEET NO. 73

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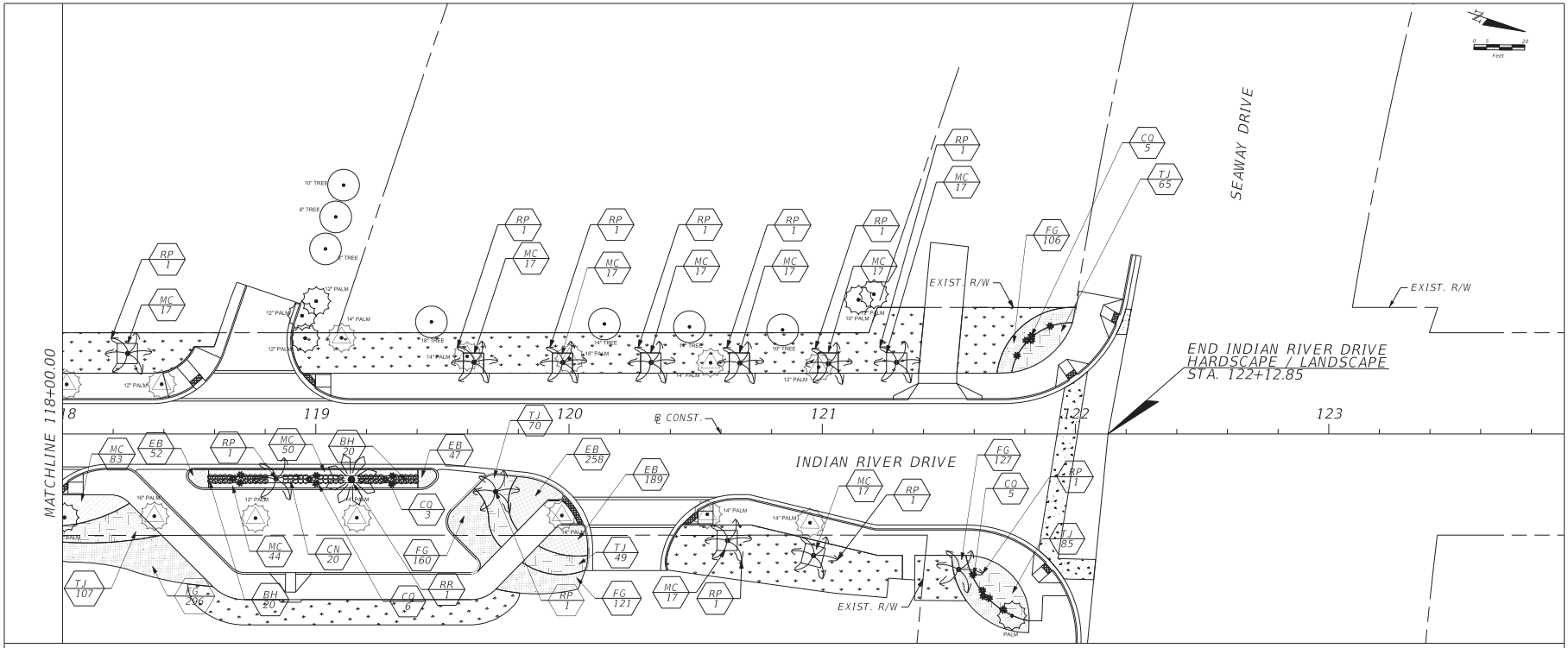

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	CN	CLUSIA ROSEA NANA / CLUSIA NANA	MAINTAINED AT 24" HT., 18" HT. MIN, 18" SPR MIN., 18" O.C., CONT.
	BH	BOUGAINVILLEA X 'HELEN JOHNSON' / HELEN JOHNSON COMPACT BOUGAINVILLEA	24" HT. MIN., 24" SPR MIN., 24" O.C., CONT.
	CQ	CRINUM AUGUSTUM 'QUEEN EMMA' / QUEEN EMMA CRINUM LILY	24" HT. MIN., 30" SPR MIN.
	SOD	STENOTAPHRUM SECUNDATUM 'FLORATAM' / FLORATAM ST. AUGUSTINE	SOD
	FG	FICUS MICROCARPA 'GREEN ISLAND' / GREEN ISLAND FICUS FULL TO GROUND	18" HT., 18" SPR, 18" O.C., CONT.
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	MC	MUHLENBERGIA CAPILLARIS / PINK MUHLY	24" HT., 24" O.C., CONT.

TREE DISPOSITION LEGEND

SYMBOL	
	TREE TO BE REMOVED
	TREE TO BE RELOCATED
	TREE TO REMAIN
	PALM TO REMAIN
	PALM TO BE REMOVED
	PALM TO BE RELOCATED
	TREE PROTECTION FENCE

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VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE LANDSCAPE

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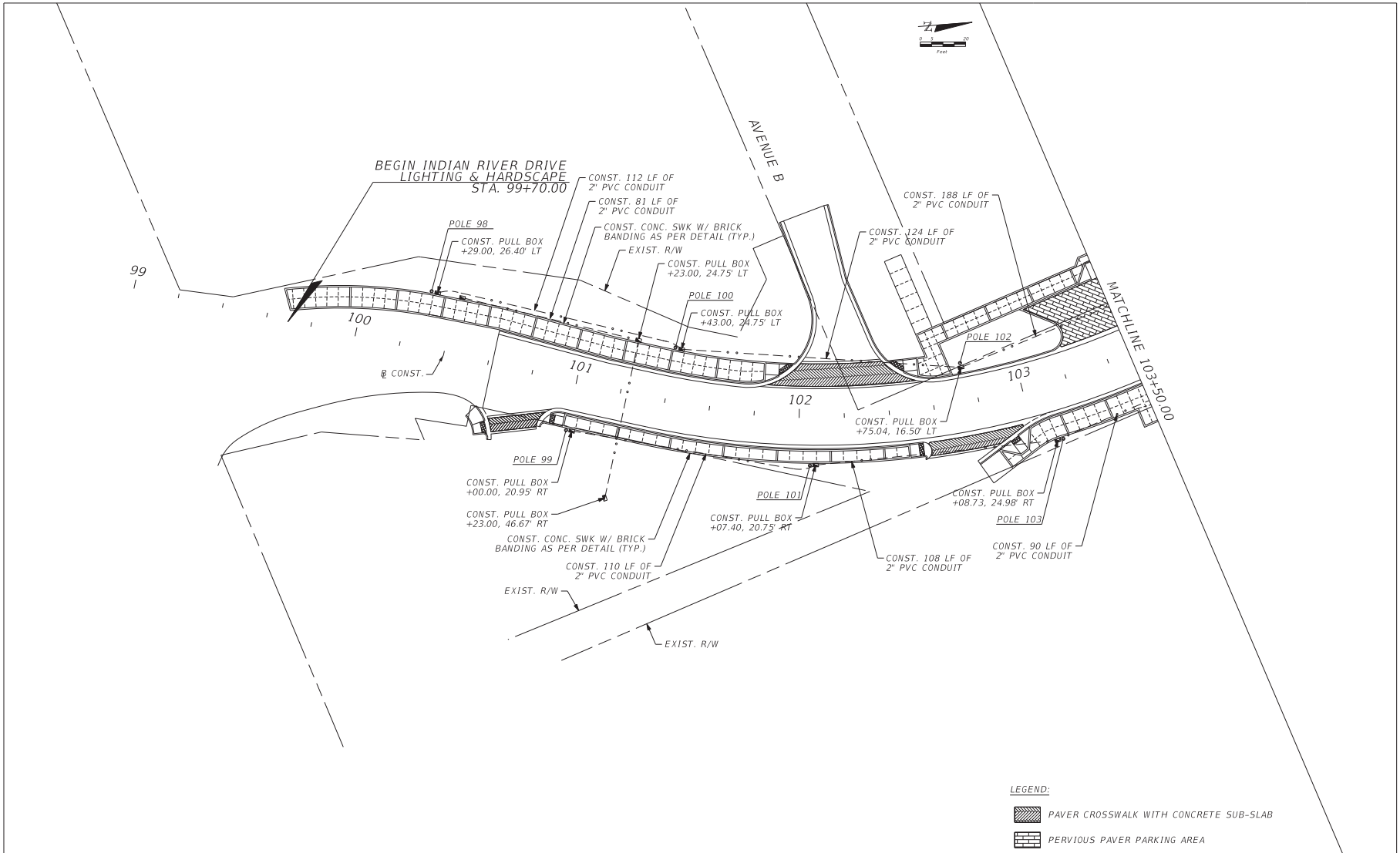

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BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE HARDSCAPE / LIGHTING

SHEET NO. 75

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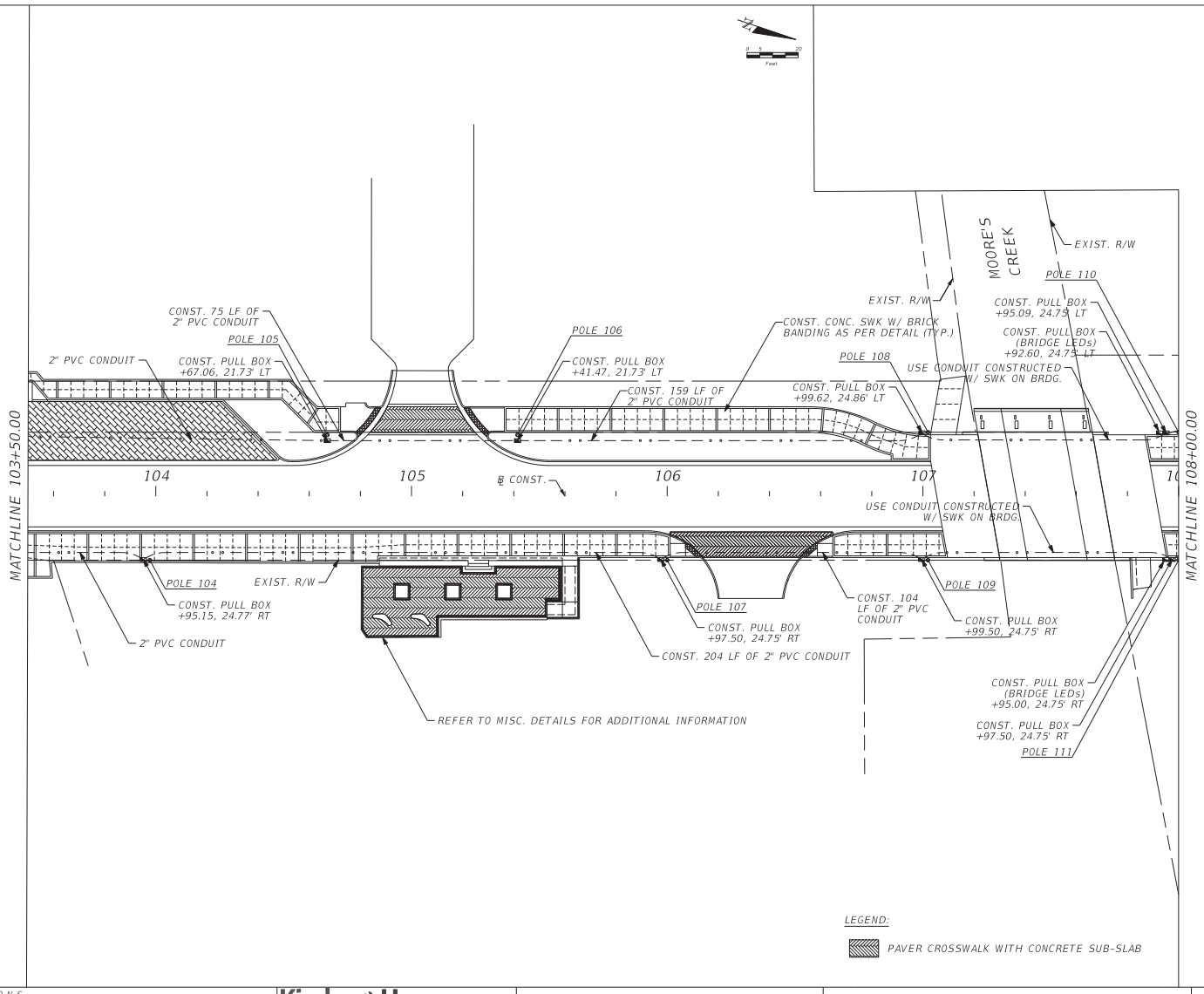

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BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE HARDSCAPE / LIGHTING

SHEET NO. 76

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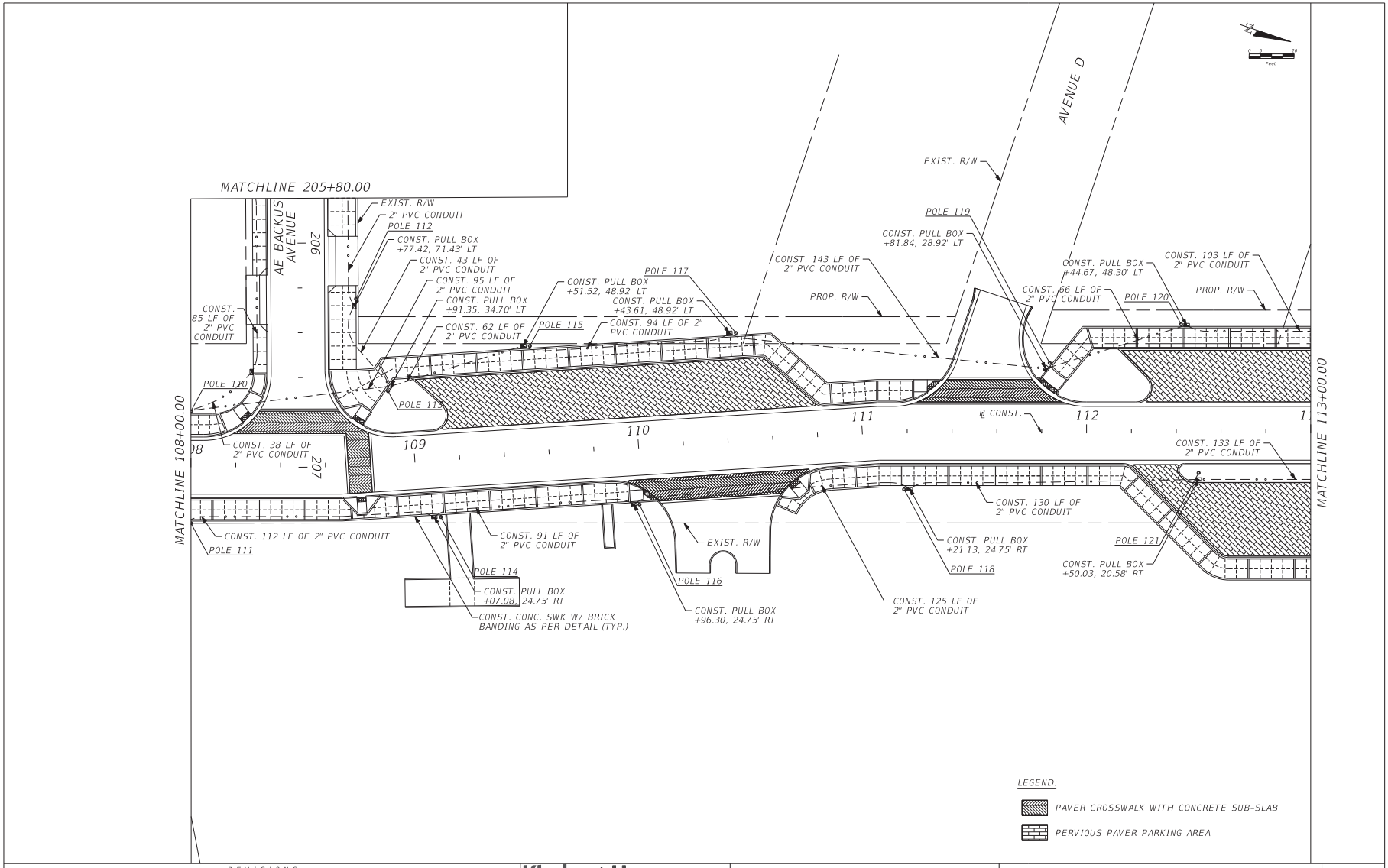

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INDIAN RIVER DRIVE HARDSCAPE / LIGHTING

SHEET NO. 77

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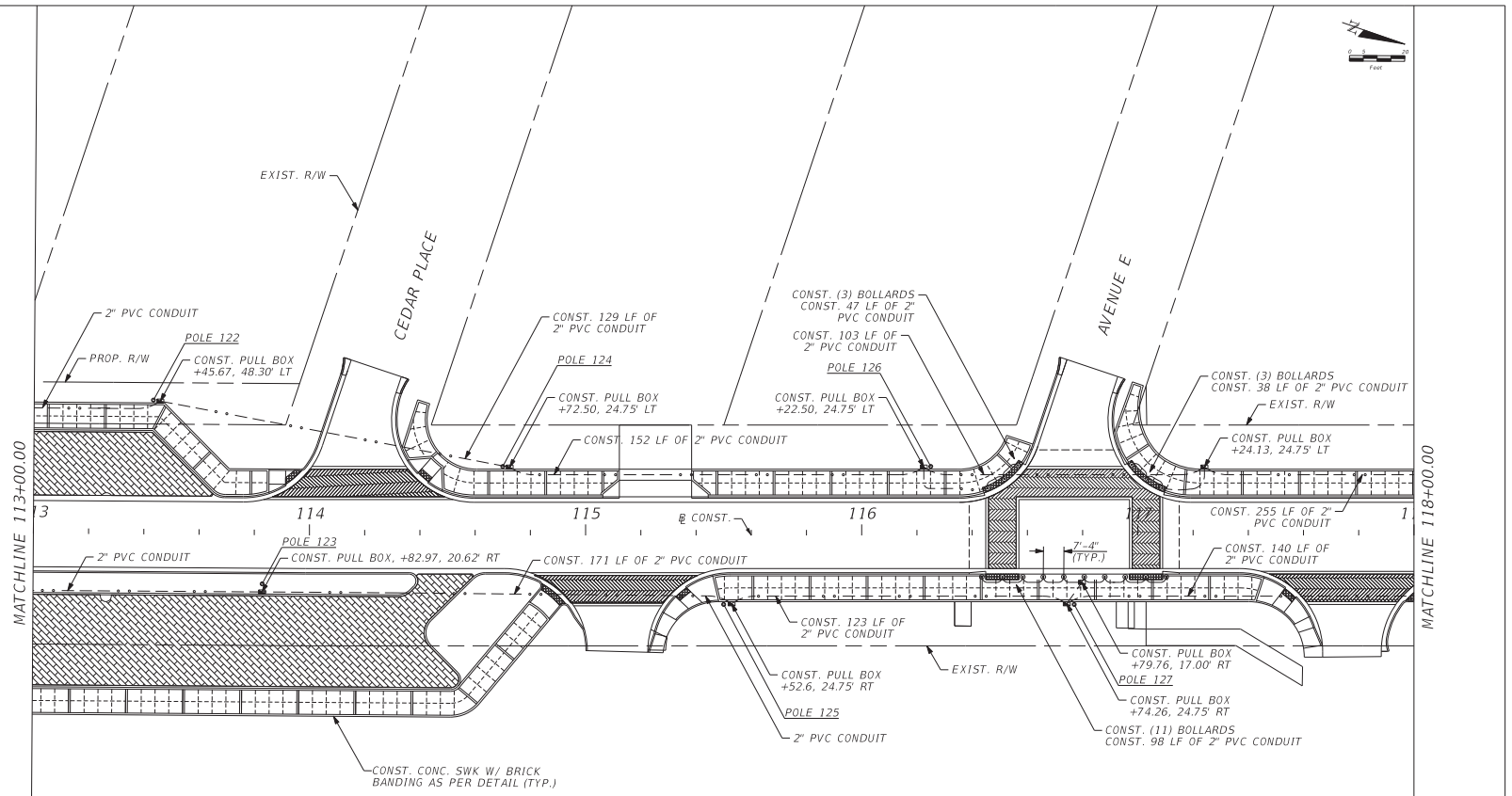

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE HARDSCAPE / LIGHTING

SHEET NO. 78

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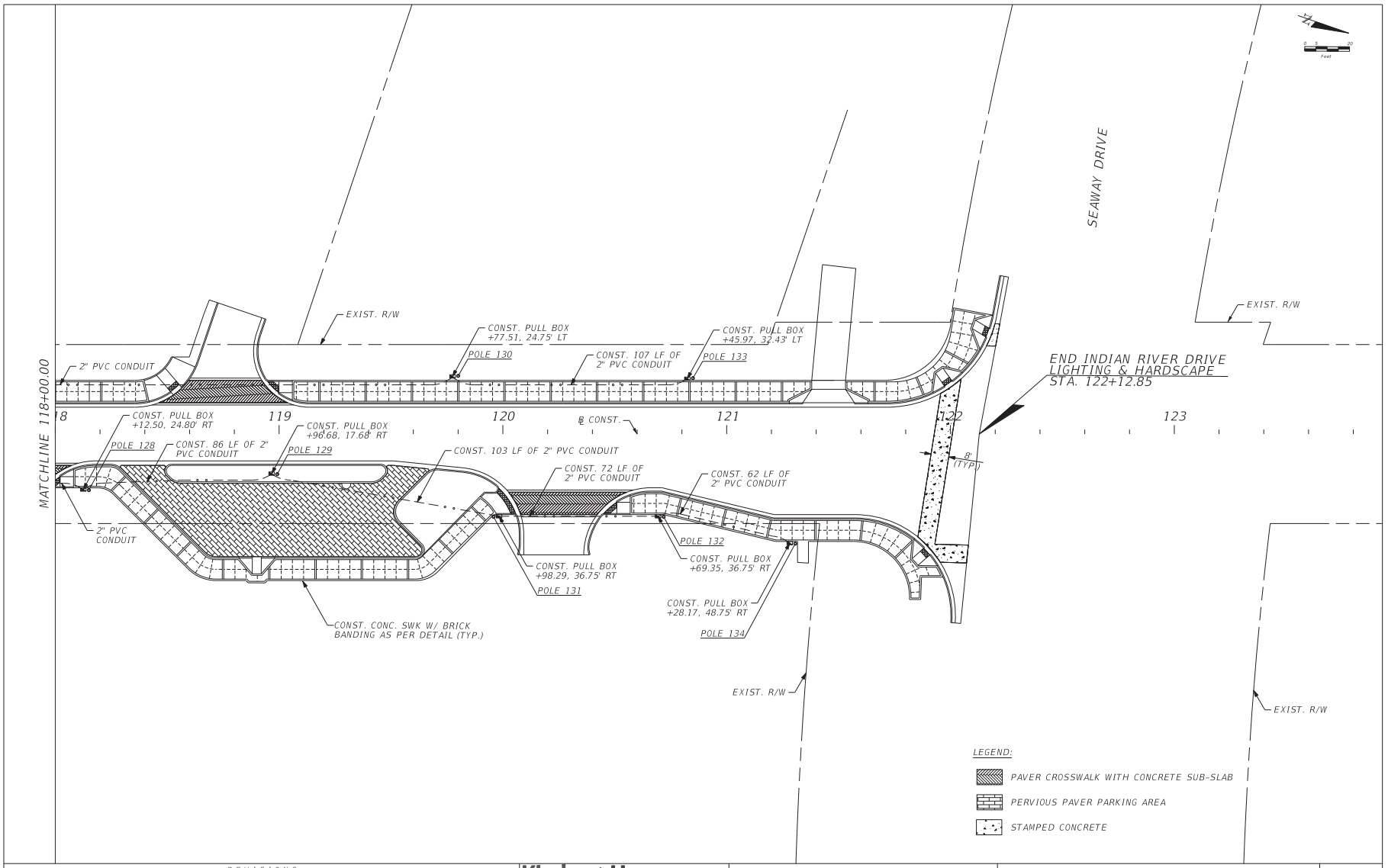

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INDIAN RIVER DRIVE HARDSCAPE / LIGHTING

SHEET NO. 79

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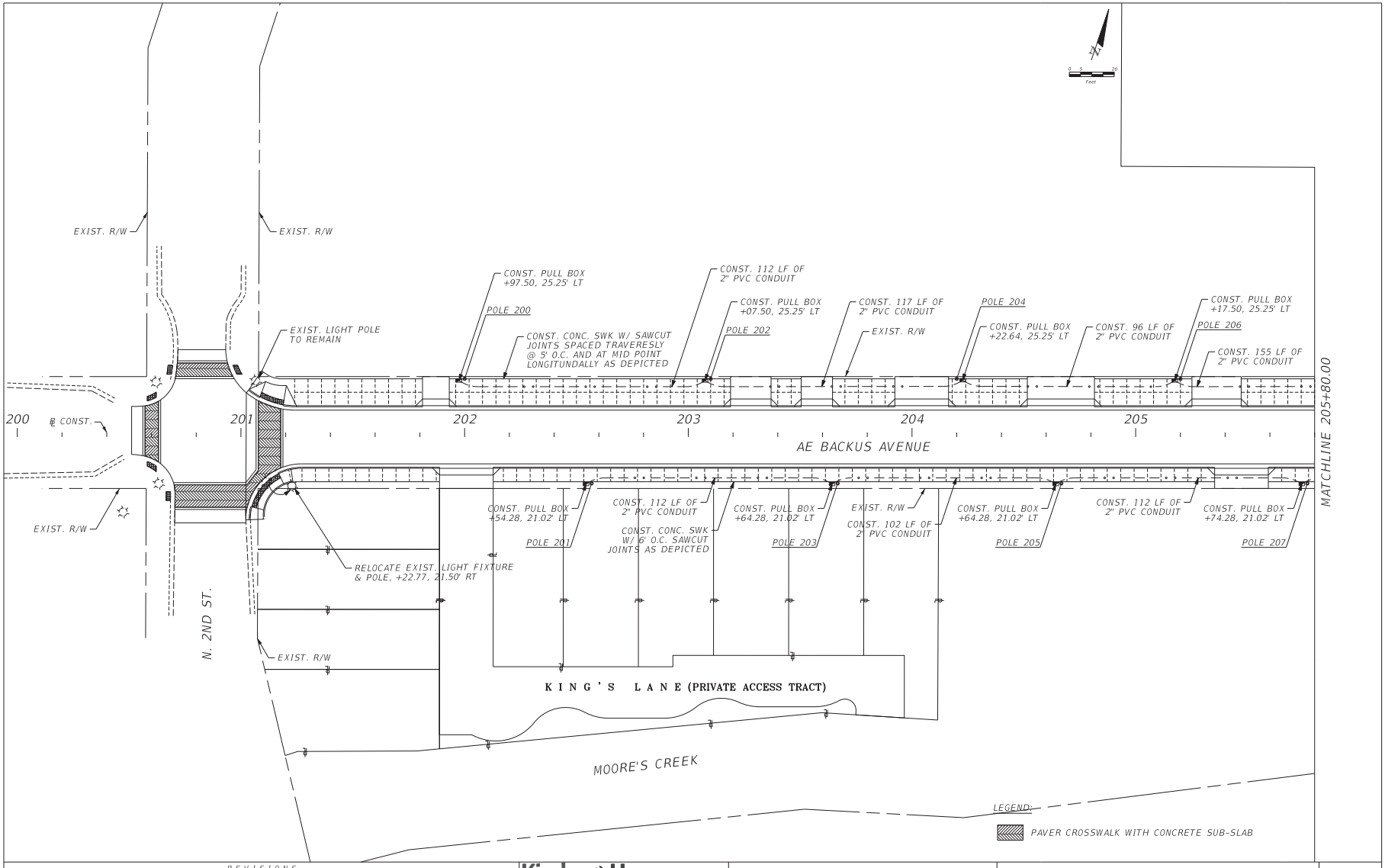

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CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

AE BACKUS AVENUE HARDSCAPE / LIGHTING

SHEET NO. 80

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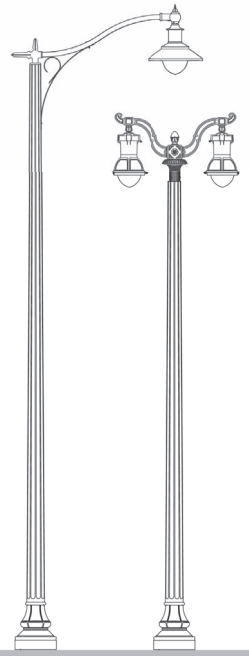
The Americana Series

THE WASHINGTON

The Washington design has a long history. Originally installed around the Capital Hill & White House grounds in 1910, it is now widely used throughout the DC area and has become extremely popular across the country. StressCrete is proud to introduce a spun concrete 10 fluted version of this historic design. It is available in heights from 5' to 30' as well as a lighted and nonlighted bollard.



Specification Details*

Description	Catalog Number	"A" Pole Height Above Grade	"D" Tip Dimension	"C" Stepped Section Height	"E" Flare	"B" Direct Burial Length & "F" Dia.	Pole Weight Direct Burial	Pole Weight Base Plate
Washington 10'	KWC10	10' 0"	5 3/4"	20 1/2"	18"	4' 6" x 10"	860 lbs	655 lbs
Washington 13'	KWC13	13' 0"	5 1/4"	20 1/2"	18"	4' 6" x 10"	925 lbs	720 lbs
Washington 15'	KWC15	15' 0"	5"	20 1/2"	18"	4' 6" x 10"	1100 lbs	895 lbs
Washington 18'	KWH18	18' 0"	6 3/4"	24"	21"	5' 0" x 12"	1660 lbs	1390 lbs
Washington 20'	KWH20	20' 0"	6 3/8"	24"	21"	5' 0" x 12"	1750 lbs	1480 lbs
Washington 25'	KWH25	25' 0"	5 3/4"	24"	21"	5' 0" x 12"	1900 lbs	1630 lbs
Washington 30'	KWH30	30' 0"	5"	24"	21"	5' 0" x 12"	2140 lbs	1870 lbs

* Bollard specification details can be found on our website

How to Catalog for Washington Concrete Pole

Pole Style: KWC, KWH
Finish: E – Ethed Finish
Footing Details: DB – Direct Buried; FBP – Flush Baseplate; SBP – Stub Baseplate
Coating: NA – Non Acrylic; A – Acrylic; AG – Anti Graffiti Coating***

KWH	30'	E	40	DB	140 30/30	GFI	NA

Height: 5' - 30'; 15'

Color**: 1© – Midnight Lace; 1' – Eclipse Black; 3© – Salt & Pepper; 4© – Pearl Gray; 9© – Saluki bronze

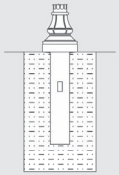
Tenon (Post Top Mount): Specify Tenon Size. For example 140 30/30 = 2 7/8" OD & 3" long

Options*: DR – Duplex Receptacle; GFI – Ground Fault Duplex Receptacle; SR – I Outlet; LRN – Ladder Rest; BPC – Base Plate Cover; AB – Anchor Bolts; BA – Banner Arms; FH – Flag Holders

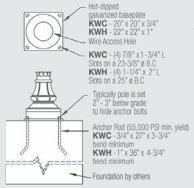
* Consult website for full listings. ** See decorcolors on page 2 for full selection of colors.
***Anti Graffiti Coating is extra, consult factory for more details.

Footing Details

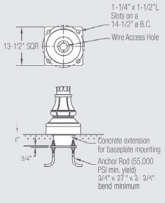
Direct Buried
(Simple and Cost Effective)
1. Auger the setting hole.
2. Set pole in hole and plumb straight.
3. Backfill* with required backfill tamping every 4" to 6".



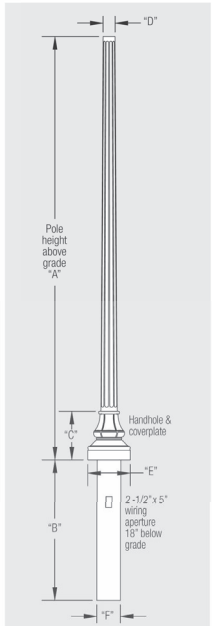
Baseplate Option 1: FBP



Baseplate Option 2: SBP

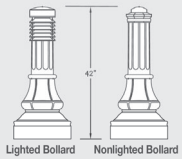


*Generally the excavated material can be usedfor backfill, in some situations better backfill may be required.





Typical Pole Cross Section



Lighted Bollard Nonlighted Bollard

www.scgrp.com

LIGHTING NOTES:

A. ELECTRICAL SYSTEM SHALL BE COMPLETE AND EFFECTIVELY GROUNDED AS REQUIRED BY THE LATEST EDITION OF THE N.E.C. AND LOCAL CODES.
B. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY OPERATIVE.
C. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION.
D. THE ELECTRICAL INSTALLATION SHALL MEET ALL STANDARD REQUIREMENTS OF POWER AND TELEPHONE COMPANIES, AND SHALL BE FULLY COORDINATED WITH THEM PRIOR TO COMMENCEMENT OF WORK.
E. PROVIDE AND INSTALL CONDUIT, CONDUCTORS, PULL WIRES, BOXES, COVER PLATES, AND WIRING DEVICES, FOR ALL OUTLETS AS INDICATED.
F. MATERIALS, PRODUCTS, AND EQUIPMENT, INCLUDING ALL COMPONENTS THEREOF, SHALL BE NEW AND SUCH AS APPEAR ON THE UL LIST OF APPROVED ITEMS AND SHALL MEET OR EXCEED THE REQUIREMENTS OF NEC, NEMA, AND IECE.
G. CONTRACTOR SHALL SUBMIT AT LEAST FIVE (5) SETS OF SHOP DRAWINGS OR CUT SHEETS OF LIGHTING FIXTURES, SWITCHES, AND OTHER ELECTRICAL ITEMS FOR APPROVAL BY ENGINEER/CITY OF FORT PIERCE.
H. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CUTTING AND PATCHING REQUIRED OF HIS WORK.
I. ALL LAY-IN LIGHTING FIXTURES SHALL BE SECURED TO THE SUSPENDED CEILING GRID AT EACH CORNER.
J. CONTRACTOR SHALL COORDINATE WITH MECHANICAL DRAWINGS AND PROVIDE ALL NECESSARY CONTROL WIRING.
K. ALL ELECTRICAL POWER WIRING FOR THE SYSTEM INCLUDING WIRING THRU LINE VOLTAGE CONTROL DEVICES SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
L. CONDUCTORS FOR BRANCH CIRCUITS SHALL BE INCREASED FROM SIZES INDICATED ON PANELS SCHEDULES TO PREVENT VOLTAGE DROP EXCEEDING 3% AT THE FARTHEST DEVICE. LOADS FOR DETERMINING CONDUCTOR SIZE SHALL BE BASED ON ACTUAL CONNECTED LOAD OR 80% OF BREAKER SIZE, WHICHEVER IS GREATER. CONTACT ENGINEER OF RECORD FOR ALL RUNS IN EXCESS OF 100 FT. FOR DETERMINATION OF WIRE SIZE. FOR BID PURPOSES, INCREASE WIRE BY ONE (1) WIRE SIZE FOR RUNS 100 FT. TO 200 FT. AND TWO (2) WIRE SIZES FOR RUNS OVER 200 FT.
M. THE CONTRACTOR SHALL CONFIRM WITH THE ELECTRICAL UTILITY COMPANY ANY AND ALL REQUIREMENTS SUCH AS: METERING EQUIPMENT REQUIREMENTS AND METERING EQUIPMENT LOCATION, TRANSFORMER SIZE AND LOCATION OR SERVICE POINT, CONDUIT ENTRY AND LUG SIZE RESTRICTIONS.
N. THE CONTRACTOR SHALL SCHEDULE ALL REQUIRED DOWN TIME FOR THE OWNERS CONFIRMATION.
O. ANY CONFLICTS AND DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE PROCEEDING WITH ANY WORK.

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VERO BEACH, FL 32960
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CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

LIGHTING DETAILS

SHEET NO. 81

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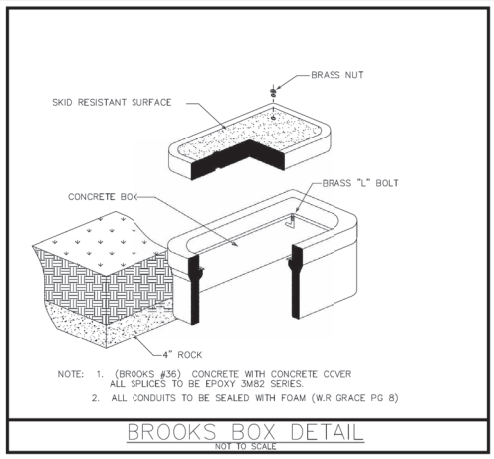
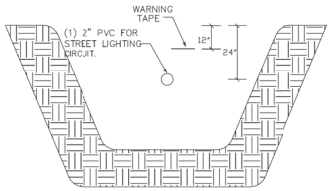


NOTE: 1. (BROOKS #36) CONCRETE WITH CONCRETE COVER ALL SPLICES TO BE EPOXY 3M82 SERIES.
2. ALL CONDUITS TO BE SEALED WITH FOAM (W.R GRACE PG 8)

BROOKS BOX DETAIL
NOT TO SCALE



TRENCHING DETAIL
NOT TO SCALE

LIGHTING SUMMARY
AE BACKUS AVENUE

POLE No.	STATION	OFFSET	SIDE
200	202+00.00	26.00	LT
201	202+56.76	20.75	RT
202	203+10.01	26.00	LT
203	203+66.76	20.75	RT
204	204+20.00	26.00	LT
205	204+66.76	20.75	RT
206	205+20.01	26.00	LT
207	205+76.76	20.75	RT
BOLLARD	201+13.47	16.92	LT
BOLLARD	201+06.86	28.48	RT
BOLLARD	201+10.06	23.14	RT
BOLLARD	201+14.63	18.91	RT

LIGHTING SUMMARY
INDIAN RIVER DRIVE

POLE No.	STATION	OFFSET	SIDE
98	100+26.92	26.64	LT
99	101+00.00	20.95	RT
100	101+40.00	25.00	LT
101	102+05.00	21.00	RT
102	102+75.00	18.50	LT
103	103+11.11	25.00	RT
104	103+97.68	25.02	RT
105	104+67.06	23.98	LT
106	105+41.47	23.98	LT
107	106+00.00	25.00	RT
108	107+00.00	18.50	LT
109	107+02.00	25.00	RT
110	108+00.00	25.00	LT
111	108+24.78	51.92	RT
112	108+75.35	74.53	LT
113	108+90.00	32.59	LT
114	109+10.00	25.00	RT
115	109+35.71	17.66	LT
116	109+95.80	25.00	RT
117	110+46.53	48.67	LT
118	111+15.62	25.00	RT
119	111+83.56	31.40	LT
120	112+42.17	48.67	LT
121	112+50.01	17.67	RT
122	113+41.17	48.67	LT
123	113+82.97	17.65	RT
124	114+70.00	25.00	LT
125	115+50.00	25.00	RT
126	116+25.00	25.00	LT
127	116+76.95	25.00	LT
128	118+15.00	25.06	RT
129	118+99.18	17.93	RT
130	119+80.01	26.00	LT
131	119+95.83	37.00	RT
132	120+71.85	37.00	RT
133	120+84.91	25.00	LT
134	121+30.67	49.00	RT
LIGHTED BOLLARD	116+45.52	17.05	LT
LIGHTED BOLLARD	116+51.65	20.43	LT
LIGHTED BOLLARD	116+56.60	25.39	LT
LIGHTED BOLLARD	116+43.50	15.00	RT
LIGHTED BOLLARD	116+50.92	15.00	RT
LIGHTED BOLLARD	116+58.34	15.00	RT
LIGHTED BOLLARD	116+65.76	15.00	RT
LIGHTED BOLLARD	116+73.18	15.00	RT
LIGHTED BOLLARD	116+80.60	15.00	RT
LIGHTED BOLLARD	116+88.02	15.00	RT
LIGHTED BOLLARD	116+95.44	15.00	RT
LIGHTED BOLLARD	117+02.86	15.00	RT
LIGHTED BOLLARD	117+10.28	15.00	RT
LIGHTED BOLLARD	116+97.79	25.64	LT
LIGHTED BOLLARD	117+02.68	20.63	LT
LIGHTED BOLLARD	117+08.77	17.17	LT

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CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

LIGHTING DETAILS

SHEET NO.
82

IRRIGATION GENERAL NOTES

2.10 AUTOMATIC CONTROL VALVE

THE AUTOMATIC REMOTE CONTROL VALVES SHALL BE AS SPECIFIED ON THE PLANS, OR APPROVED EQUAL.

2.10 GATE VALVES

A. GATE VALVES FOR 3/4" THROUGH 2-1/2" SHALL BE OF BRASS OR BRONZE CONSTRUCTION, SOLID WEDGE, IPS THREADS, NON-RISING STEM WITH WHEEL OPERATING HANDLE, FOR A CONTINUOUS WORKING PRESSURE OF 150 PSI.

GATE VALVES FOR 3" AND LARGER: IRON BODY, BRASS OR BRONZE MOUNTED AWWA GATE VALVES, WITH A CLEAR WATERWAY EQUAL TO THE FULL NOMINAL3.09

CONTROL WIRE

A. CONTROL WIRING BETWEEN THE CONTROLLER AND ELECTRIC VALVES SHALL BE BURIED IN MAIN LINE TRENCHES OR IN SEPARATE TRENCHES. ELECTRICAL CONNECTION AT VALVE WILL ALLOW FOR PIGTAIL SO SOLENOID CAN BE REMOVED FROM VALVE WITH SUFFICIENT SLACK TO ALLOW ENDS TO BE PULLED 12" ABOVE GROUND FOR EXAMINATION AND CLEANING.

B. AN EXPANSION LOOP SHALL BE PROVIDED AT EVERY VALVE AT 100' O.C. EXPANSION LOOP SHALL BE FORMED BY WRAPPING WIRE AT LEAST EIGHT TIMES AROUND A 3/4" PIPE AND WITHDRAWING PIPE.

C. THE WIRE SHALL BE BUNDLED AND TAPED EVERY TEN FEET. THE WIRE SHALL BE LAID IN THE TRENCH PRIOR TO INSTALLING THE PIPE BEING CAREFUL TO INSTALL WIRE BENEATH AND 6" TO THE SIDE OF THE MAIN PIPE LINE.

D. ELECTRICAL CONNECTIONS TO ELECTRIC CONTROL VALVES SHALL BE MADE WITH RAINBIRD PEN-TITE OR TECHDEL GT-3-GEL – TITE CONNECTORS OR EQUAL.

POWER CONNECTIONS: ELECTRICAL CONNECTIONS TO POWER AND SIGNAL WIRES SHALL BE MADE USING 3M 82-A2 POWER CABLE SPLICE KITS.

E. DIAMETER OF THE VALVE, RUBBER GASKET FOR A CONTINUOUS WORKING PRESSURE OF 150P PSI. VALVE SHALL BE EQUIPPED WITH A SQUARE OPERATING NUT.

2.11 VALVE BOXES

A. FOR GATE VALVES, USE AMETEK #10-181-014 BOX WITH #10-181-015 LOCKING LID, OR AS PER THE DRAWINGS.

B. FOR CONTROL VALVES 3/4" THROUGH 2". THE DRIP VALVE ASSEMBLIES, USE AMETEK #10-181-014 BOX WITH #10-181-015 LOCKING LID, OR SIZED AS NECESSARY TO EFFECTIVELY HOUSE THE EQUIPMENT

C. FOR CONTROL WIRING SPLICES, USE AMETEK #10-181-014 BOX WITH #10-181-015 LOCKING LID, OR AS PER THE DRAWINGS.

2.12 IRRIGATION WIRING

A. WIRING USED FOR CONNECTING THE ELECTRIC CONTROL VALVES TO THE CONTROLLERS SHALL BE TYPE UF, 600 VOLT, SINGLE STRAND, SOLID COPPER WITH PVC INSULATION 4/64" THICK. SIZE SHALL BE 14 GAUGE, RED FOR "HOT" OR LEAD WIRES, AND COMMON WIRE TO BE 14 GAUGE, WHITE IN COLOR.

B. CONTRACTOR SHALL PERFORM AN OHM TEST ON GROUND TO ASSURE ADEQUATE PROTECTION AGAINST SURGES AND INDIRECT LIGHTNING STRIKES.

2.13 MISCELLANEOUS MATERIALS

A. DRAINAGE BACKFILL: CLEANED GRAVEL OR CRUSHED STONE, GRADED FROM 1" MAXIMUM TO 3/4" MINIMUM.

B. METALIZED UNDERGROUND TAPE: THE DETECTABLE, UNDERGROUND UTILITY MARKING TAPE SHALL CONSIST OF A MINIMUM: 5 MIL (0.005") OVERALL THICKNESS; FIVE-PLY COMPOSITION; ULTRA-HIGH MOLECULAR WEIGHT, 100% VIRGIN POLYETHYLENE; ACID, ALKALINE AND CORROSION RESISTANT; WITH NO LESS THAN 150 POUNDS OF TENSILE BREAK STRENGTH PER 6" WIDTH; COLOR-CODE IMPREGNATED WITH COLOR STABLE, LEAD-FREE, ORGANIC PIGMENTS SUITABLE FOR DIRECT BURIAL. TAPES UTILIZING REPROCESSED PLASTICS OR RESINS SHALL NOT BE ACCEPTABLE. THE DETECTABLE, UNDERGROUND UTILITY MARKING TAPE SHALL HAVE A 35 GAUGE (0.0035") SOLID ALUMINUM FOIL CORE ENCAPSULATED WITHIN A 2.55 MIL (0.00255") POLYETHYLENE BACKING AND A 0.6 MIL (0.006") PET COVER COATING. THE LAMINATE ON EACH SIDE SHALL CONSIST OF A 0.75 MIL (0.00075") LAYER OF HOT LPDE, POLY-FUSING THE "SANDWICH" WITHOUT USE OF ADHESIVES.

2.14 AUTOMATIC CONTROL SYSTEM

AN INDEPENDENT STATION CONTROLLER: FURNISH A SOLID STATE CONTROLLER, AS SPECIFIED ON THE PLANS. EACH STATION SHALL BE CAPABLE OF TIMING FROM ZERO (0) MINUTE TO 99 MINUTES PER STATION IN ONE (1) MINUTE INCREMENTS.

EACH STATION SHALL BE CAPABLE OF OPERATING TWO (2) 7VA ELECTRIC VALVE-IN-HEAD SOLENOIDS.

THE STAND-ALONE CONTROLLER SHALL HAVE TWO (2) POSSIBLE PROGRAMS.

THE STAND-ALONE CONTROLLER SHALL PROVIDE GLOBAL PERCENTAGE INCREASE/DECREASE (WATER BUDGET) FOR ALL STATIONS SIMULTANEOUSLY, FROM TEN (10) TO TWO HUNDRED (200) PERCENT, IN TEN (10) PERCENT INCREMENTS.

ALL STATIONS SHALL BE ABLE TO BE TURNED ON/OFF MANUALLY BUY OPERATING TIMING MECHANISM OR BY MANUAL SWITCH AT STATION OUTPUT.

THE STAND-ALONE CONTROLLER SHALL INCORPORATE AN INTEGRAL MOV SURGE PROTECTION INTO THE TERMINAL BLOCK FOR EACH OF ITS 24 VAC FIELD WIRE OUTPUTS. CONTROLLER POWER INPUT WIRES WILL ALSO INCORPORATE SURGE PROTECTION.

THE CONTROL PANEL SHALL PROVIDE CONTINUOUS DISPLAY TIME. IT SHALL HAVE ALPHANUMERIC DISPLAYS OF DESCRIPTIVE ENGLISH MENUS AND LEGEND IDENTIFIERS WITH CURSOR SELECTION OF FUNCTION AND PRECISION VALUE ADJUSTMENT BY ROTARY DIAL INPUT.

THE STAND-ALONE CONTROLLER SHALL BE UL LISTED AND FCC APPROVED.

THE STAND-ALONE CONTROLLER SHALL HAVE 117 VAC, 60 HZ INPUT, 26.5 VAC, 60 HZ OUTPUT FOR OPERATING 24 VAC SOLENOIDS.

THE STAND-ALONE CONTROLLER CABINET SHALL BE A LOCKABLE AND WEATHER-RESISTANT OUTDOOR CABINET. MOUNT AS NOTED ON PLANS.

THE CONTROLLER SHALL BE EQUIPPED WITH LIGHTENING PROTECTION, BY THE CONTRACTOR, ON BOTH THE PRIMARY (120V) AND EACH SECONDARY (24V) CIRCUIT. THE CONTROLLER CIRCUITS SHALL BE GROUNDED TO A COPPER CLAD GROUNDING ROD LOCATED AT EACH CONTROLLER.

THE CONTROLLER SHALL BE EQUIPPED FOR A WATER CONSERVATION DEVICE. AS SPECIFIED.

PART III: EXECUTION

3.01 INSPECTION

THE CONTRACTOR SHALL EXAMINE THE AREAS AND CONDITIONS UNDER WHICH LANDSCAPE IRRIGATION SYSTEM IS TO BE INSTALLED AND NOTIFY THE LANDSCAPE ARCHITECT IN WRITING OF CONDITIONS DETRIMENTAL TO THE PROPER AND TIMELY COMPLETION OF THE WORK. THE CONTRACTOR SHALL PROCEED WITH THE WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED IN A MANNER ACCEPTABLE TO THE LANDSCAPE ARCHITECT.

3.02 PREPARATION

THE CONTRACTOR SHALL PROVIDE SLEEVES TO ACCOMMODATE PIPING UNDER WALKS OR PAVING. THE CONTRACTOR SHALL COORDINATE WITH OTHER TRADES AND INSTALL TO ACCURATE LEVELS PRIOR TO PAVING WORK. CUTTING AND PATCHING OF PAVING AND CONCRETE WILL NOT BE PERMITTED. THE CONTRACTOR SHALL MAINTAIN ALL WARNING SIGNS, SHORING, BARRICADES, FLARES AND RED LANTERNS, AS REQUIRED BY ANY LOCAL CODES, ORDINANCES OR PERMITS.

3.03 TRENCHING AND BACKFILLING

A. EXCAVATION: THE CONTRACTOR SHALL STAKE OUT THE LOCATION OF EACH RUN OF PIPE, SPRINKLER HEADS, SPRINKLER VALVES AND ISOLATION VALVES PRIOR TO TRENCHING. EXCAVATION SHALL BE OPEN VERTICAL CONSTRUCTION SUFFICIENTLY WIDE TO PROVIDE FREE WORKING SPACE AROUND THE WORK INSTALLED AND TO PROVIDE AMPLE SPACE OR BACKFILLING AND TAMPING. TRENCHES FOR PIPE SHALL BE CUT TO REQUIRED GRADE LINES, AND COMPACTED TO PROVIDE ACCURATE GRADE AND UNIFORM BEARING FOR THE FULL LENGTH OF THE LINE. THE BOTTOM OF THE TRENCHES SHALL BE FREE OF ROCK OR OTHER SHARP EDGED OBJECTS. MINIMUM COVER SHALL BE AS FOLLOWS:

PIPE AND WIRE DEPTH

PRESSURE MAINLINE	18" AT TOP OF PIPE FROM FINISH GRADE
LATERAL PIPING (ROTOR)	12" AT TOP OF PIPE FROM FINISH GRADE
LATERAL PIPING (POP-UP)	12" AT TOP OF PIPE FROM FINISH GRADE
CONTROL WIRING	SIDE OF MAIN LINE

B. MINIMUM CLEARANCES: ALL PIPELINES SHALL HAVE A MINIMUM CLEARANCE OF SIX INCHES FROM EACH OTHER AND FROM LINES OF OTHER CRAFTS. PARALLEL LINES SHALL NOT BE INSTALLED DIRECTLY OVER ONE ANOTHER. NO LATERAL LINE SHALL BE INSTALLED IN THE MAIN-LINE TRENCH.

3.04 INSTALLATION OF PIPING

A. PVC PIPE AND JOINTS: THE CONTRACTOR SHALL NOT INSTALL SOLVENT WILD PIPE WHEN AIR TEMPERATURE IS BELOW 40ø F. INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

1. ONLY THE SOLVENT RECOMMENDED BY THE PIPE MANUFACTURER SHALL BE USED. ALL PVC PIPE AND FITTINGS SHALL BE INSTALLED AS OUTLINED AND INSTRUCTED BY THE PIPE MANUFACTURER, AND IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE PIPE MANUFACTURER FOR ANY FIELD ASSISTANCE THAT MAY BE NECESSARY. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR THE CORRECT INSTALLATION.

3.05 BACKFILLING PROCEDURES

INITIAL BACKFILL ON PVC LINES SHALL BE PULVERIZED NATIVE SOIL, FREE OF FOREIGN MATTER. WITHIN RADIUS OF 4" OF THE PIPE SHALL BE CLEAN SOIL OR SAND. PLANT LOCATIONS SHALL TAKE PRECEDENCE OVER SPRINKLER AND PIPE LOCATIONS. THE CONTRACTOR SHALL COORDINATE THE LOCATION OF TREES AND SHRUBS WITH THE ROUTING OF LINES AND FINAL HEAD LOCATIONS.

A. BACKFILL AND COMPACTION: THE CONTRACTOR SHALL LEAVE TRENCHES SLIGHTLY MOUNDED TO ALLOW FOR SETTLEMENT AFTER THE BACKFILLING IS COMPLETED. THE CONTRACTOR SHALL CLEAN THE SITE OF THE WORK CONTINUOUSLY OF EXCESS WASTE MATERIALS AS THE BACKFILLING PROGRESSES, AND LEAVE IN A NEAT CONDITION. NO TRENCHES SHALL BE LEFT OPEN FOR A PERIOD OF MORE THAN 48 HOURS. PROTECT OPEN TRENCHES AS REQUIRED.

THE CONTRACTOR SHALL CAREFULLY BACKFILL EXCAVATED MATERIALS APPROVED FOR BACKFILLING, CONSISTING OF EARTH, LOAM, SAND, AND OTHER APPROVED MATERIALS, FREE OF ROCK AND DEBRIS OVER 1" IN SIZE. BACKFILL SHALL BE COMPACTED TO ORIGINAL DENSITY OF SURROUNDING SOIL WITHOUT DIPS, SUNKEN AREAS, OR IRREGULARITIES.

THE CONTRACTOR SHALL CONFORM TO DOT REQUIREMENTS FOR METHODS AND REQUIRED COMPACTION PERCENTAGES, FOR ROADS AND PAVING.

THE CONTRACTOR SHALL HAND PLACE THE FIRST 6" OF BACKFILL (OR TO TOP OF PIPE) AND HAVE IT WALKED ON SO AS TO SECURE THE POSITION OF THE PIPE AND WIRE.

NO WHEEL ROLLING WILL BE ALLOWED. THE CONTRACTOR SHALL REMOVE ROCK OR DEBRIS EXTRACTED FROM BACKFILL MATERIALS AND DISPOSE OF OFFSITE. THE CONTRACTOR SHALL FILL ANY VOIDS LEFT IN BACKFILL WITH APPROVED BACKFILL MATERIALS.

B. EXISTING LAWNS: WHERE TRENCHING IS REQUIRED ACROSS EXISTING LAWNS, UNIFORMLY CUT STRIPS OF SOD 6" WIDER THAN TRENCH. THE CONTRACTOR SHALL REMOVE SOD IN ROLLS OF SUITABLE SIZE FOR HANDLING AND KEEP MOISTENED UNTIL REPLANTED. THE CONTRACTOR SHALL REPLANT SOD WITHIN 48 HOURS AFTER REMOVAL, ROLL AND WATER GENEROUSLY. THE CONTRACTOR SHALL RESOD ANY AREAS NOT IN HEALTHY CONDITION EQUAL TO ADJOINING LAWNS 10 DAYS AFTER REPLANTING.

C. SEEDED AREA: TRENCHING WILL BE REQUIRED ACROSS EXISTING SEEDED AREAS, PRIMARILY ROADWAY EDGING. THE CONTRACTOR SHALL CONFORM TO THE REQUIREMENTS OF SEEDING, SECTION 02930 FOR THE RESEEDING OF THE DISTURBED TRENCH AREA.

D. PAVEMENTS: JACK AND BORE OR DIRECTIONAL BORE PIPING UNDER PAVING MATERIALS AS PER LOCAL REGULATORY CODES. NO CUTTING AND PATCHING OF PAVEMENT WILL BE PERMITTED.

3.06 VALVES

A. ISOLATION VALVES: SHALL BE SIZED CORRESPONDING TO ADJACENT PIPE SIZE. SPECIFIED VALVE BOXES SHALL BE INSTALLED FLUSH WITH FINISH GRADE IN SUCH A MANNER THAT SURFACE FORCES APPLIED TO THEIR EXPOSED AREA WILL NOT BE TRANSMITTED TO THE PIPING IN WHICH THE VALVE IS INSTALLED NOR ANY OTHER PIPING, WIRING OR OTHER LINES IN THE VICINITY OF SAID VALVES.

B. GATE VALVES: INSTALL WHERE SHOWN, IN VALVE BOXES.

REVISIONS

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Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE IRRIGATION GENERAL NOTES

SHEET NO. 84

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C. ELECTRIC CONTROL VALVES: SHALL BE INSTALLED IN SPECIFIED VALVE BOXES. THE VALVE SHALL HAVE 6" OF 3/4" PEA GRAVEL INSTALLED BELOW THE BOTTOM OF THE VALVE. IF THE VALVE BOX DOES NOT EXTEND TO THE BASE OF THE VALVE, A VALVE BOX EXTENSION SHALL BE INSTALLED. ELECTRIC CONTROL VALVES SHALL BE INSTALLED WHERE SHOWN AND GROUPED TOGETHER WHERE PRACTICAL. THE CONTRACTOR SHALL PLACE NO CLOSER THAN 24" TO WALK EDGES, BIKEWAY EDGES, BUILDINGS AND WALLS. THE CONTRACTOR SHALL ADJUST THE VALVE TO PROVIDE FLOW RATE OR RATED OPERATING PRESSURE REQUIRED FOR EACH SPRINKLER CIRCUIT.

3.07 CONDUIT AND SLEEVES

A. CONDUIT AND SLEEVES FOR CONTROL WIRING AND MAIN/LATERAL PIPE: THE CONTRACTOR SHALL PROVIDE AND INSTALL WHERE NECESSARY. CONTRACTOR SHALL COORDINATE LOCATIONS OF PREVIOUSLY INSTALLED SLEEVING WITH THE GENERAL SITE CONTRACTOR.

THE CONTRACTOR SHALL COORDINATE INSTALLATION OF SLEEVES WITH WORK OF OTHER DISCIPLINES.

3.08 CONTROLS

A. THE CONTRACTOR SHALL CONNECT ELECTRIC CONTROL VALVES TO CONTROLLERS IN A CLOCKWISE SEQUENCE TO CORRESPOND WITH STATION SETTINGS BEGINNING WITH STATIONS 1, 2, 3, ETC. AUTOMATIC CONTROLLERS SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR AS NOTED ON THE DRAWINGS. ALL ZONES WILL BE LABELED ON THE CONTROLLER.

B. CONTROLLERS SHALL BE EQUIPPED WITH LIGHTNING PROTECTION AND GROUNDED TO A STANDARD 5/8" COPPER CLAD STEEL GROUND ROD DRIVEN A MINIMUM OF 8' INTO THE GROUND AND CLAMPED.

C. THE ELECTRICAL SERVICE TO THE CONTROLLERS SHALL BE PERFORMED BY AN ELECTRICAL SUBCONTRACTOR IN COMPLIANCE WITH NEC REQUIREMENTS.

3.09 CONTROL WIRE

A. CONTROL WIRING BETWEEN THE CONTROLLER AND ELECTRIC VALVES SHALL BE BURIED IN MAIN LINE TRENCHES OR IN SEPARATE TRENCHES. ELECTRICAL CONNECTION AT VALVE WILL ALLOW FOR PIGTAIL SO SOLENOID CAN BE REMOVED FROM VALVE WITH SUFFICIENT SLACK TO ALLOW ENDS TO BE PULLED 12" ABOVE GROUND FOR EXAMINATION AND CLEANING.

B. AN EXPANSION LOOP SHALL BE PROVIDED AT EVERY VALVE AT 100' O.C. EXPANSION LOOP SHALL BE FORMED BY WRAPPING WIRE AT LEAST EIGHT TIMES AROUND A 3/4" PIPE AND WITHDRAWING PIPE.

C. THE WIRE SHALL BE BUNDLED AND TAPED EVERY TEN FEET. THE WIRE SHALL BE LAID IN THE TRENCH PRIOR TO INSTALLING THE PIPE BEING CAREFUL TO INSTALL WIRE BENEATH AND 6" TO THE SIDE OF THE MAIN PIPE LINE.

D. ELECTRICAL CONNECTIONS TO ELECTRIC CONTROL VALVES SHALL BE MADE WITH RAINBIRD PEN-TITE OR TECHDEL GT-3-GEL - TITE CONNECTORS OR EQUAL.

POWER CONNECTIONS: ELECTRICAL CONNECTIONS TO POWER AND SIGNAL WIRES SHALL BE MADE USING 3M 82-A2 POWER CABLE SPLICE KITS.

3.10 SPRINKLER HEADS

A. GENERAL PROVISIONS:

1. SPRINKLER HEADS SHALL BE INSTALLED AS DESIGNATED ON THE SHOP DRAWINGS. HEADS SHALL BE INSTALLED ON FLEXIBLE PVC. TOP TO BE FLUSH WITH FINISH GRADE OR TOP OF CURB.

2. SPACING OF HEADS SHALL NOT EXCEED THE MAXIMUM INDICATED ON THE SHOP DRAWINGS (UNLESS DIRECTED BY THE LANDSCAPE ARCHITECT). IN NO CASE SHALL THE SPACING EXCEED THE MAXIMUM RECOMMENDED BY THE MANUFACTURER.

B. HEAD TYPES:

1. POP-UP- ROTARY SPRINKLER HEADS: SHALL BE INSTALLED ON FLEX JOINT AND BE SET WITH TOP OF HEAD FLUSH WITH FINISH GRADE. HEADS INSTALLED AT CURB SHALL HAVE 6" TO 10" BETWEEN PERIMETER OF HEAD AND CONCRETE. HEADS PLACED AT EDGE OF PAVEMENT HAVING NO CURB SHALL BE INSTALLED 24" FROM EDGE OF PAVEMENT.

2. SPRAY POP-UP SPRINKLER HEADS: SHALL BE INSTALLED ON FLEXIBLE PVC AND BE SET WITH TOP OF HEAD FLUSH WITH FINISHED GRADE. SPRINKLER HEADS PLACED ADJACENT TO CURBS WILL BE INSTALLED 9" FROM CONCRETE. SPRINKLER HEADS PLACED ADJACENT TO PAVEMENT HAVING NO CURB SHALL BE INSTALLED 24" FROM THE EDGE OF PAVEMENT.

3.11 COMPLETION

A. FLUSHING: BEFORE SPRINKLER HEADS ARE SET, THE CONTRACTOR SHALL FLUSH THE LINES THOROUGHLY TO MAKE SURE THERE IS NO FOREIGN MATTER IN THE LINES.

THE CONTRACTOR SHALL FLUSH THE MAIN LINES FROM DEAD END FITTINGS FOR A MINIMUM OF FIVE MINUTES UNDER A FULL HEAD OF PRESSURE.

B. TESTING: THE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT AND OWNER FORTY-EIGHT (48) HOURS IN ADVANCE OF TESTING.

PRIOR TO BACKFILLING OF MAIN LINE FITTINGS, CONTRACTOR SHALL FILL THE MAIN LINE PIPING WITH WATER, IN THE PRESENCE OF THE OWNER/LANDSCAPE ARCHITECT, TAKING CARE TO PURGE THE AIR FROM IT BY OPERATING ALL THE SPRINKLER CONTROL VALVES ONE OR MORE TIMES AND/OR SUCH OTHER MEANS AS MAY BE NECESSARY. A SMALL, HIGH PRESSURE PUMP OR OTHER MEANS OF MAINTAINING A CONTINUOUS WATER SUPPLY SHALL BE CONNECTED TO THE MAIN LINE AND SET SO AS TO MAINTAIN 100 PSI IN THE MAIN LINE SYSTEM FOR TWO (2) HOURS WITHOUT INTERRUPTION. WHEN THIS HAS BEEN ACCOMPLISHED AND WHILE THE PRESSURE IN THE SYSTEM IS STILL 100 PSI, LEAKAGE TESTING SHALL BE PERFORMED IN ACCORDANCE WITH AWWA STANDARD C-600. PRESSURE READINGS SHALL BE NOTED AND MAKE UP WATER USAGE SHALL BE RECORDED. SHOULD THE RATE OF MAKE UP WATER USAGE INDICATE SIGNIFICANT LEAKAGE, THE SOURCE OF SUCH LEAKAGE SHALL BE FOUND AND CORRECTED AND THE SYSTEM THEN RETESTED UNTIL THE OWNER/LANDSCAPE ARCHITECT IS SATISFIED THAT THE SYSTEM IS REASONABLY SOUND. LATERAL LINE TESTING SHALL BE CONDUCTED DURING THE OPERATING TESTING OF THE SYSTEM BY CHECKING VISUALLY THE GROUND SURFACE UNTIL NO LEAKS IN THIS PORTION OF THE SYSTEM ARE EVIDENT. LEAKS SHALL BE REPAIRED OR PAID FOR BY THE CONTRACTOR AT ANY TIME THEY APPEAR DURING THE WARRANTY PERIOD.

C. ADJUSTMENT AND COVERAGE OF SYSTEM: COORDINATE PRESSURE TESTING WITH ADJUSTMENTS AND COVERAGE TEST OF SYSTEM SO BOTH MAY OCCUR AT THE SAME TIME. THE CONTRACTOR SHALL BALANCE AND ADJUST THE VARIOUS COMPONENTS OF THE SYSTEM SO THAT THE OVERALL OPERATION OF THE SYSTEM IS MOST EFFICIENT. THIS INCLUDES A SYNCHRONIZATION OF THE CONTROLLERS, ADJUSTMENTS TO PRESSURE REGULATORS, PRESSURE RELIEF VALVES, PART CIRCLE SPRINKLER HEADS, AND INDIVIDUAL STATION ADJUSTMENTS ON THE CONTROLLERS.

3.12 WARRANTY

A. THE CONTRACTOR SHALL FULLY WARRANT THE LANDSCAPE IRRIGATION SYSTEM FOR A PERIOD OF ONE (1) YEAR AFTER THE WRITTEN FINAL ACCEPTANCE AND WILL RECEIVE A WRITTEN CONFIRMATION FROM THE LANDSCAPE ARCHITECT THAT THE WARRANTY PERIOD IS IN EFFECT.

B. DURING THE WARRANTY PERIOD, THE CONTRACTOR WILL ENFORCE ALL MANUFACTURER'S AND SUPPLIER'S WARRANTIES AS IF MADE BY THE CONTRACTOR HIMSELF. ANY MALFUNCTIONS, DEFICIENCIES, BREAKS, DAMAGES, DISREPAIR, OR OTHER DISORDER DUE TO MATERIALS, WORKMANSHIP, OR INSTALLATION BY THE CONTRACTOR AND HIS SUPPLIERS SHALL BE IMMEDIATELY AND PROPERLY CORRECTED TO THE PROPER ORDER AS DIRECTED BY THE OWNER AND/OR LANDSCAPE ARCHITECT.

C. ANY DAMAGES CAUSED BY SYSTEM MALFUNCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR WHO SHALL MAKE FULL AND IMMEDIATE RESTORATION FOR SAID DAMAGES.

3.13 WELL SPECIFICATION

WS-A. REFERENCE: GENERAL PROVISIONS OF THE CONTRACT, INCLUDING GENERAL, SPECIAL AND SUPPLEMENTARY CONDITIONS AND DIVISION ONE GENERAL REQUIREMENTS, APPLY TO WORK SPECIFIED IN THIS SECTION.

WS-B. DESCRIPTION OF WORK:

A. FURNISH ALL MATERIALS, EQUIPMENT, LABOR, SUPERVISION AND ALL RELATED ITEMS NECESSARY TO COMPLETE THIS PHASE OF THE WORK AS INDICATED ON THE DRAWINGS AND/OR SPECIFIED HEREIN.

B. CAPACITY. PROVIDE WELLS WITH MINIMUM CONTINUING PRODUCING CAPACITY AS FOLLOWS: 70 GPM & 95 GPM

C. EXTENT: WATER WELL WORK IS SHOWN ON DRAWINGS.

D. WORK: INCLUDES FURNISHING ALL MATERIALS, EQUIPMENT, LABOR, SUPERVISORS AND ALL RELATED ITEMS NECESSARY TO COMPLETE THIS PHASE OF WORK, AS INDICATED ON DRAWINGS AND SPECIFIED HEREIN.

E. WATER WELL: WORK IS BASED ON FOLLOWING CRITERIA:

1. TYPE AND SIZE OF WELL WILL BE SUCH AS TO ASSURE A CONSTANT FLOW OF WATER AS INDICATED ON IRRIGATION PLANS.

2. WATER SHALL BE SAND FREE WITH THE MINIMUM AMOUNT OF IRON OR TANNING POSSIBLE IN A GIVEN GEOGRAPHIC LOCATION.

3. DRIVEN STEEL CASE WELLS SHALL BE DRIVEN TO A DEPTH INTO BEST ROCK FORMATION - WATER BEARING STRATUS.

4. ROTARY DRILLED WELL: PVC CASED SHALL BE DRILLED A MINIMUM OF 5 INCHES LARGER THAN THE CASING DIAMETER. DEPTH AS REQUIRED TO OBTAIN THE BEST WATER QUALITY AVAILABLE IN A GIVEN GEOGRAPHIC LOCATION.

5. A MINIMUM OF 20 FEET OF SLOTTED STAINLESS STEEL MESH SHALL EXTEND FROM BOTTOM OF EASING AND SHALL BE GRAVEL PACKED. (TREMI-PIPED).

6. CASING SHALL BE GROUTED TO MEET ALL STATE WELL DRILLING CODES.

7. APPLICATIONS AND PERMITS FOR DRILLING AND DEVELOPING WELLS.

A. DRILLING FOR FINAL WATER WELL DEPTH

B. DEVELOPMENT OF WELLS

C. TESTING AND DISINFECTION

D. SETTING OF PUMPS AND COORDINATION TO PROVIDE POWER FOR PUMPS

F. SITE INSPECTION: CONTRACTOR SHALL ACQUAINT HIMSELF WITH ALL SITE CONDITIONS. SUBMISSION OF HIS PROPOSAL SHALL BE CONSIDERED EVIDENCE THAT THE EXAMINATION HAS BEEN CONDUCTED. SHOULD UTILITIES NOT SHOWN ON THE PLANS BE FOUND DURING EXCAVATIONS, CONTRACTOR SHALL PROMPTLY NOTIFY THE OWNER'S REPRESENTATIVE FOR INSTRUCTIONS AS TO FURTHER ACTION. FAILURE TO DO SO WILL MAKE CONTRACTOR LIABLE FOR ANY AND ALL DAMAGE THERETO ARISING FROM HIS OPERATIONS SUBSEQUENT TO DISCOVERY OF SUCH UTILITIES NOT SHOWN IN PLANS.

WS-C QUALITY ASSURANCE:

A. PROTECTING WATER QUALITY: TAKE PRECAUTIONS TO PREVENT CONTAMINATED WATER OR WATER HAVING UNDESIRABLE PHYSICAL OR CHEMICAL CHARACTERISTICS FROM ENTERING STRATUM FROM WHICH WELL IS TO DRAW IS SUPPLY. PREVENT CONTAMINATED WATER, GASOLINE, ETC., FROM ENTERING WELL EITHER THROUGH OPENING OR BY SEEPAGE THROUGH GROUND SURFACE.

B. CONTAMINATION: IF WELL BECOMES CONTAMINATED OR WATER HAVING UNDESIRABLE PHYSICAL OR CHEMICAL CHARACTERISTICS ENTERS WELL DUE TO NEGLECT, PROVIDE CASINGS, SEALS STERILIZING AGENTS OR OTHER MATERIALS TO ELIMINATE CONTAMINATION OR SHUT OFF UNDESIRABLE WATER. PROVIDE REMEDIAL WORK AT NO COST TO THE OWNER.

C. EXERCISE CARE: IN PERFORMANCE OF WORK TO PREVENT BREAKDOWN OR CAVING IN OF STRATA OVERLYING THAT FROM WHICH WATER IS TO BE DRAWN. DEVELOP, PUMP OR BAIL WELL UNTIL WATER PUMPED FROM WELL IS SUBSTANTIALLY FREE FROM SAND.

D. PROTECT WORK: TO PREVENT EITHER TAMPERING WITH WELL OR ENTRANCE OF FOREIGN MATTER. UPON COMPLETION, PROVIDE TEMPORARY WELL CAP.

E. DRILLER'S REQUIREMENTS: EXPERIENCED FOREMAN OR DRILLER TO BE CONSTANTLY IN CONTROL OF WELL SITE AND WHO HAS AUTHORITY TO TAKE ORDERS FROM OWNER'S REPRESENTATIVE AND, UPON REQUEST, FURNISH WELL DRILLING INFORMATION DESIRED BY OWNER'S REPRESENTATIVE.

F. ABANDONMENT OF DRILLING: IF IT BECOMES NECESSARY TO ABANDON DRILLINGS OPERATIONS BEFORE COMPLETION OF WATER PRODUCING WELL, FOLLOW REGULATIONS FOR ABANDONMENT OF WELL AS REQUIRED BY LOCAL AUTHORITIES HAVING JURISDICTION. SHOULD ABANDONMENT OF DRILLING BE NECESSARY DUE TO POOR WORKMANSHIP OR NEGLIGENCE ON PART OF THE CONTRACTOR, NO COMPENSATIONS WILL BE ALLOWED. SHOULD ABANDONMENT OF DRILLING NECESSARY DUE TO INADEQUATE SUPPLY OF GOOD QUALITY WATER, OR FOR SUCH OTHER REASON THAT OWNER'S REPRESENTATIVE DEEMS TO BE NO FAULT OF THE CONTRACTOR, COMPENSATION FOR WORK WILL BE BASED O UNIT PRICES IN CONTRACT.

WS-D SUBMITTALS:

A. SHOP DRAWINGS: SUBMIT IN ACCORDANCE WITH GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION. SHOP DRAWINGS SHALL INCLUDE MANUFACTURER'S PRODUCT SPECIFICATIONS AND INSTALLATION INSTRUCTIONS. INCLUDE OTHER DATA AS MAY BE REQUIRED TO SHOW COMPLIANCE WITH THESE SPECIFICATIONS. DISTRIBUTE AN ADDITIONAL COPY OF EACH INSTALLATION INSTRUCTION TO THE INSTALLER.

B. SAMPLES, RECORDS AND REPORTS: TAKE SAMPLES OF SUB-STRATA FORMATION AT TEN-FOOT INTERVALS AND AT CHANGES IN FORMATION THROUGHOUT ENTIRE DEPTH OF WELL. FURNISH SAMPLES OF WATER-BEARING FORMATION TO QUALIFIED TESTING LABORATORY AND WELL SCREEN MANUFACTURER FOR MECHANICAL SLEEVE ANALYSIS.

C. PROVIDE OWNER'S REPRESENTATIVE THE FOLLOWING INFORMATION FOR RECORD PURPOSES:
8. CASINGS - DIAMETER, THICKNESS, WEIGHT PER FOOT OF LENGTH, DEPTH BELOW GRADE
9. SCREEN - DIAMETER, OPENING SIZE
10. PUMPING TEST - STATIC WATER LEVEL, MAXIMUM SAFE YIELD, DRAWN DOWN AT MAXIMUM YIELD
11. LOG - FORMATION LOG INDICATION STRATA ENCOUNTERED
12. ALIGNMENT - CERTIFICATION THAT WELL IS ALIGNED AND PLUMB WITHIN SPECIFIED TOLERANCES

D. SALT CONTENT: IF WELL DRILLER HAS KNOWLEDGE THAT SALT CONTENT MAY BE PRESENT AT 2" PILOT WELL WILL BE DRILLED NOT TO EXCEED 700 P.P.M. SALT CONTENT.

E. SUBMIT MANUFACTURER'S SPECIFICATIONS: INSTALLATION AND START-UP INSTRUCTIONS, CHARACTERISTICS PERFORMANCE CURVES WITH SELECTION POINTS CLEARLY INDICATED, SHOP DRAWINGS, WIRING DIAGRAMS, AND MAINTENANCE DATA INCLUDING SPARE PARTS LISTS, FOR EACH TYPES IN EACH OF THE FOLLOWING.

WS-E WARRANTY: PROVIDE WARRANTY COVERING ALL MATERIAL, WORKMANSHIP AND PERFORMANCE OF WELL FOR A PERIOD OF ONE (1) YEAR AFTER FINAL ACCEPTANCE.

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Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE IRRIGATION GENERAL NOTES

SHEET NO. 85

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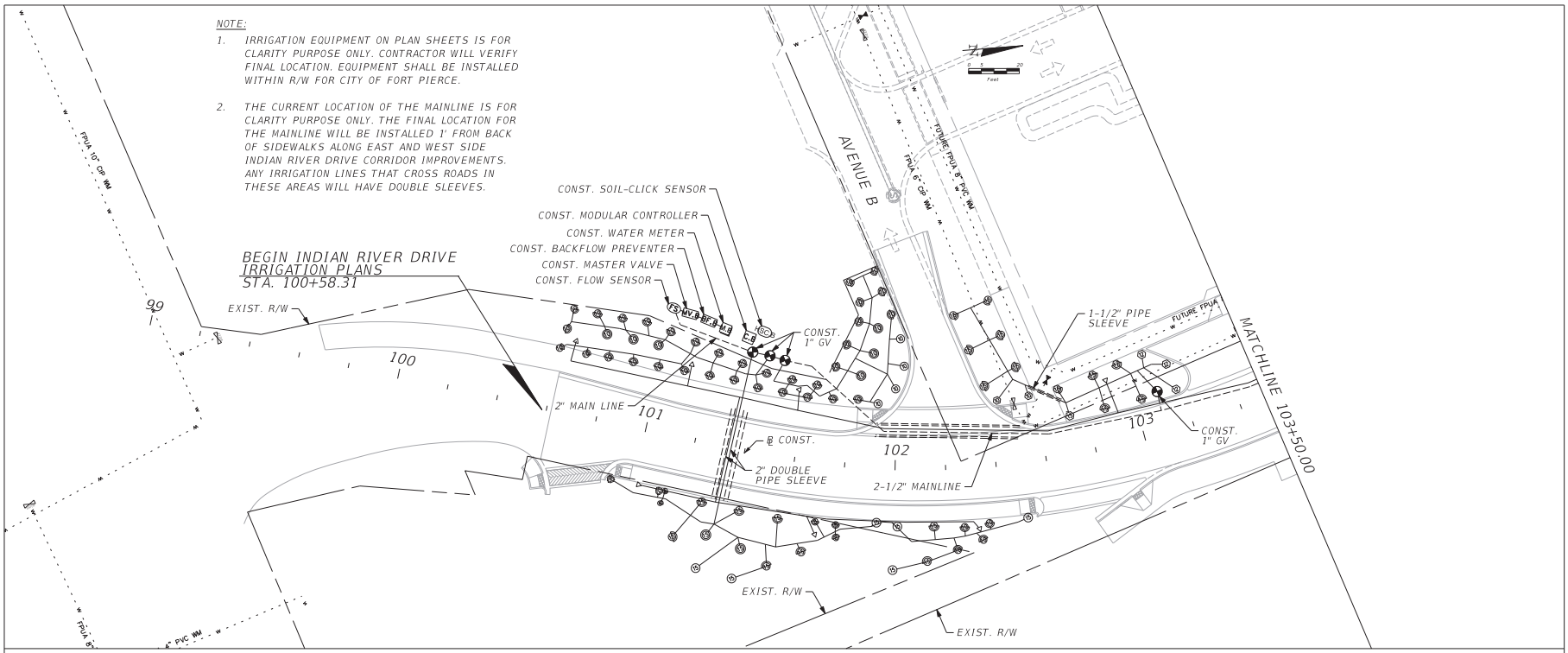

IRRIGATION LEGEND

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI
2Q 2H 4Q 4H 6Q 6H	HUNTER PROS-06-PRS30 SR SERIES TURF SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	30
ES LCS RCS CS SS	HUNTER PROS-06-PRS30 STRIP SERIES TURF SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	30
Q H F	HUNTER PROS-06-PRS30 5 SERIES TURF SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	30
Q T H F	HUNTER PROS-06-PRS30 8 SERIES TURF SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	30
Q T H F	HUNTER PROS-06-PRS30 10 SERIES TURF SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	30
Q T H F	HUNTER PROS-06-PRS30 12 SERIES TURF SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	30
Q T H F	HUNTER PROS-06-PRS30 15 SERIES TURF SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	30
4 6 8 10 12 15 17	HUNTER PROS-06-PRS30 ADJ SERIES TURF SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	30
25 50 10 20	HUNTER PCB FLOOD BUBBLER, 1/2IN. FIPT.	30

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER PGV-101G 1IN. PLASTIC ELECTRIC REMOTE CONTROL VALVE, FOR RESIDENTIAL/LIGHT COMMERCIAL USE. FEMALE NPT INLET/OUTLET. GLOBE CONFIGURATION, WITH FLOW CONTROL.
MV	HUNTER ICV-G-FS 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH FILTER SENTRY.
BF	FEBCO 825YA 1-1/2" REDUCED PRESSURE BACKFLOW PREVENTER
C	HUNTER I2C-3200-PL 32 STATION OUTDOOR MODULAR CONTROLLER. WITH THREE ICM-800 MODULE. COMMERCIAL USE. PLASTIC CABINET.
FS	HUNTER HFS-150 FLOW SENSOR FOR USE WITH ACC CONTROLLER, 1-1/2IN. SCHEDULE 40 SENSOR BODY, 24 VAC, 2 AMP.
HSC	HUNTER SOIL-CLICK SENSOR
M	WATER METER 1-1/2"

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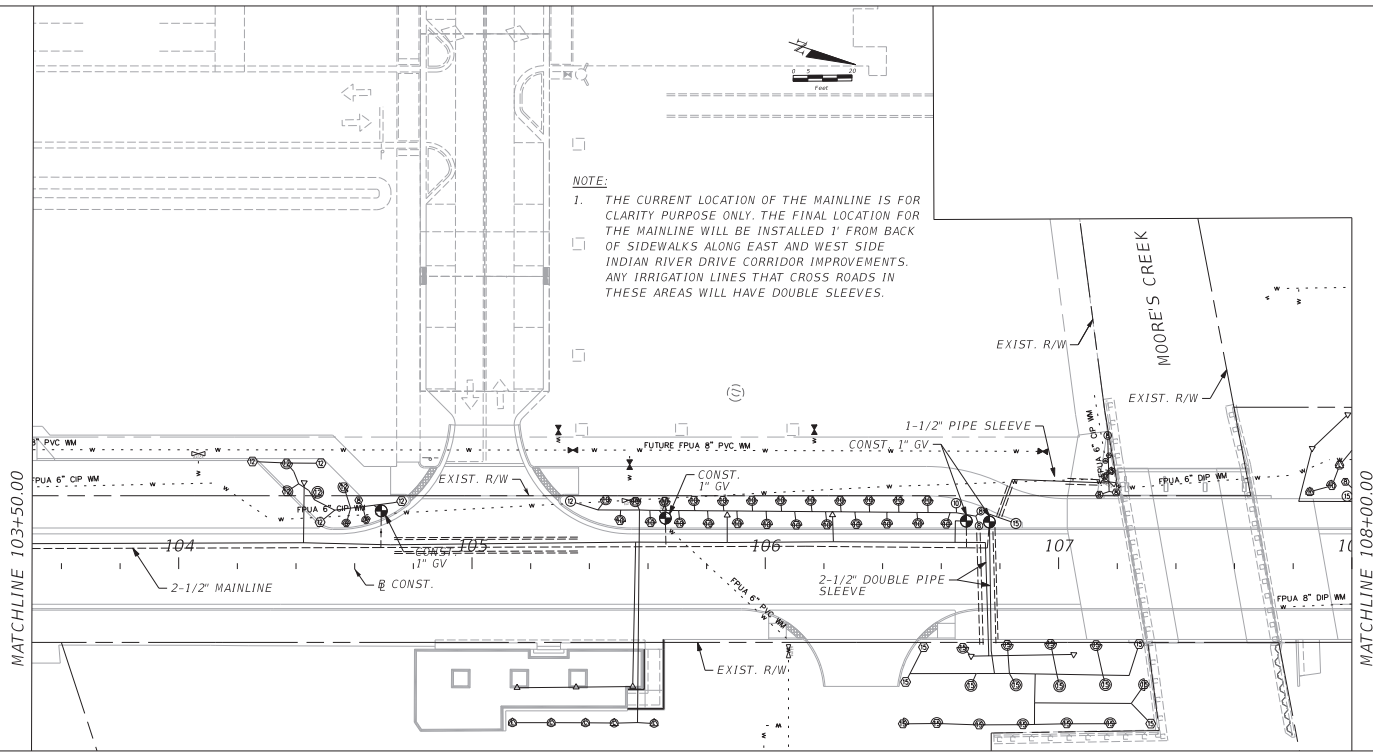
CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE IRRIGATION

SHEET NO. 86



IRRIGATION LEGEND

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FS	HUNTER HFS-150 FLOW SENSOR FOR USE WITH ACC CONTROLLER, 1-1/2IN. SCHEDULE 40 SENSOR BODY, 24 VAC, 2 AMP.
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M	WATER METER 1-1/2"

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

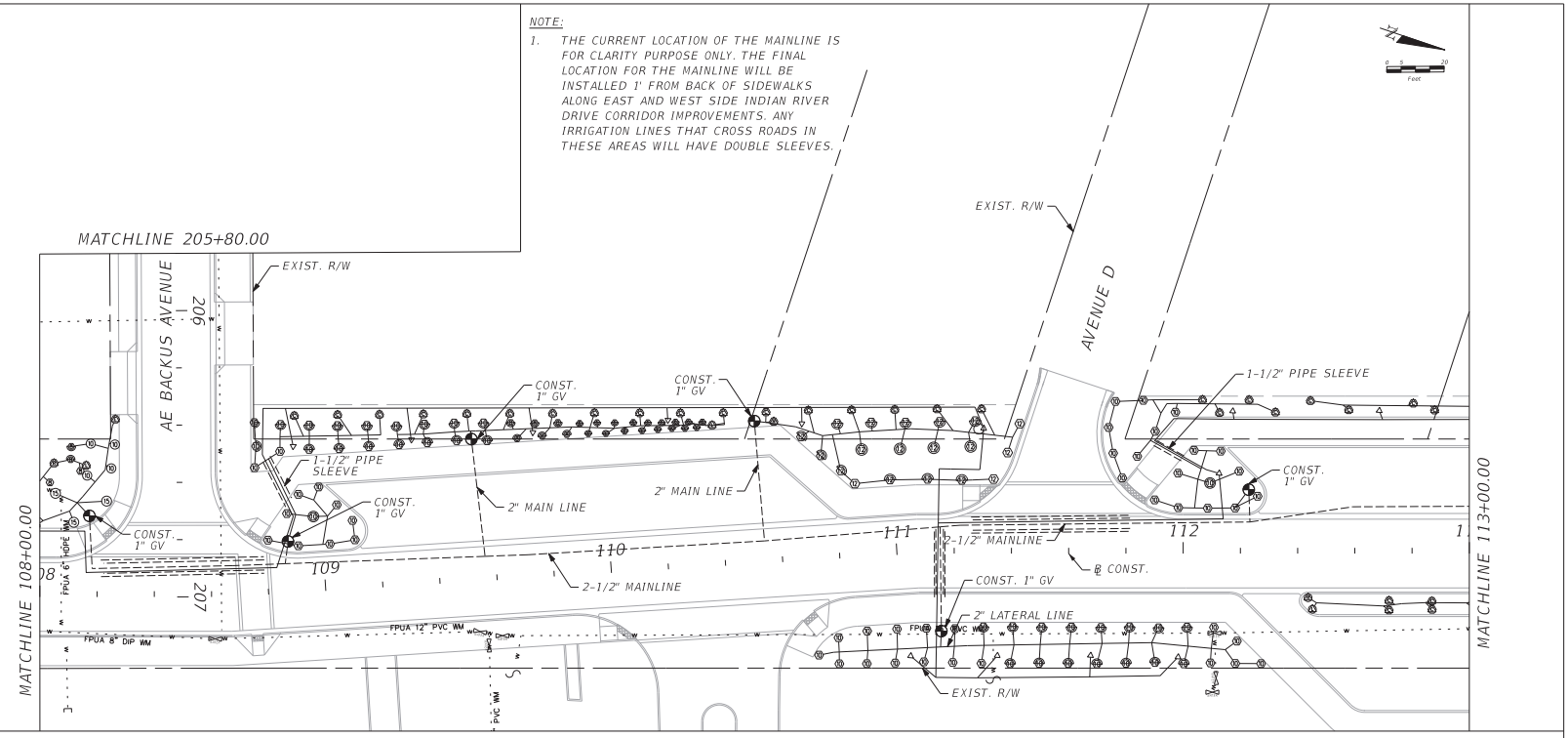
INDIAN RIVER DRIVE IRRIGATION

SHEET NO. 87

rebecca.mulroney 2/4/2025 3:26:32 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\PLANS_IRRIGATION\PLANIR02.dgn

NOTE:

1. THE CURRENT LOCATION OF THE MAINLINE IS FOR CLARITY PURPOSE ONLY. THE FINAL LOCATION FOR THE MAINLINE WILL BE INSTALLED 1' FROM BACK OF SIDEWALKS ALONG EAST AND WEST SIDE INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS. ANY IRRIGATION LINES THAT CROSS ROADS IN THESE AREAS WILL HAVE DOUBLE SLEEVES.



IRRIGATION LEGEND

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI
2Q 2H 4Q 4H 6Q 6H	HUNTER PROS-06-PRS30 SR SERIES TURF SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	30
ES LCS RCS CS SS	HUNTER PROS-06-PRS30 STRIP SERIES TURF SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	30
Q H F	HUNTER PROS-06-PRS30 5 SERIES TURF SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	30
Q T H F	HUNTER PROS-06-PRS30 8 SERIES TURF SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	30
Q T H F	HUNTER PROS-06-PRS30 10 SERIES TURF SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	30
Q T H F	HUNTER PROS-06-PRS30 12 SERIES TURF SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	30
Q T H F	HUNTER PROS-06-PRS30 15 SERIES TURF SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	30
4 6 8 10 12 15 17	HUNTER PROS-06-PRS30 ADJ SERIES TURF SPRAY, 30 PSI REGULATED 6IN. POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL.	30
25 50 10 20	HUNTER PCB FLOOD BUBBLER, 1/2IN. FIPT.	30

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER PGV-101G 1IN. PLASTIC ELECTRIC REMOTE CONTROL VALVE, FOR RESIDENTIAL/LIGHT COMMERCIAL USE. FEMALE NPT INLET/OUTLET. GLOBE CONFIGURATION, WITH FLOW CONTROL.
MV	HUNTER ICV-G-FS 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. WITH FILTER SENTRY.
BF	FEBCO 825YA 1-1/2" REDUCED PRESSURE BACKFLOW PREVENTER
C	HUNTER I2C-3200-PL 32 STATION OUTDOOR MODULAR CONTROLLER. WITH THREE ICM-800 MODULE. COMMERCIAL USE. PLASTIC CABINET.
FS	HUNTER HFS-150 FLOW SENSOR FOR USE WITH ACC CONTROLLER, 1-1/2IN. SCHEDULE 40 SENSOR BODY, 24 VAC, 2 AMP.
HSC	HUNTER SOIL-CLICK SENSOR
M	WATER METER 1-1/2"

REVISIONS

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VERO BEACH, FL 32960
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REGISTRY No. 35106

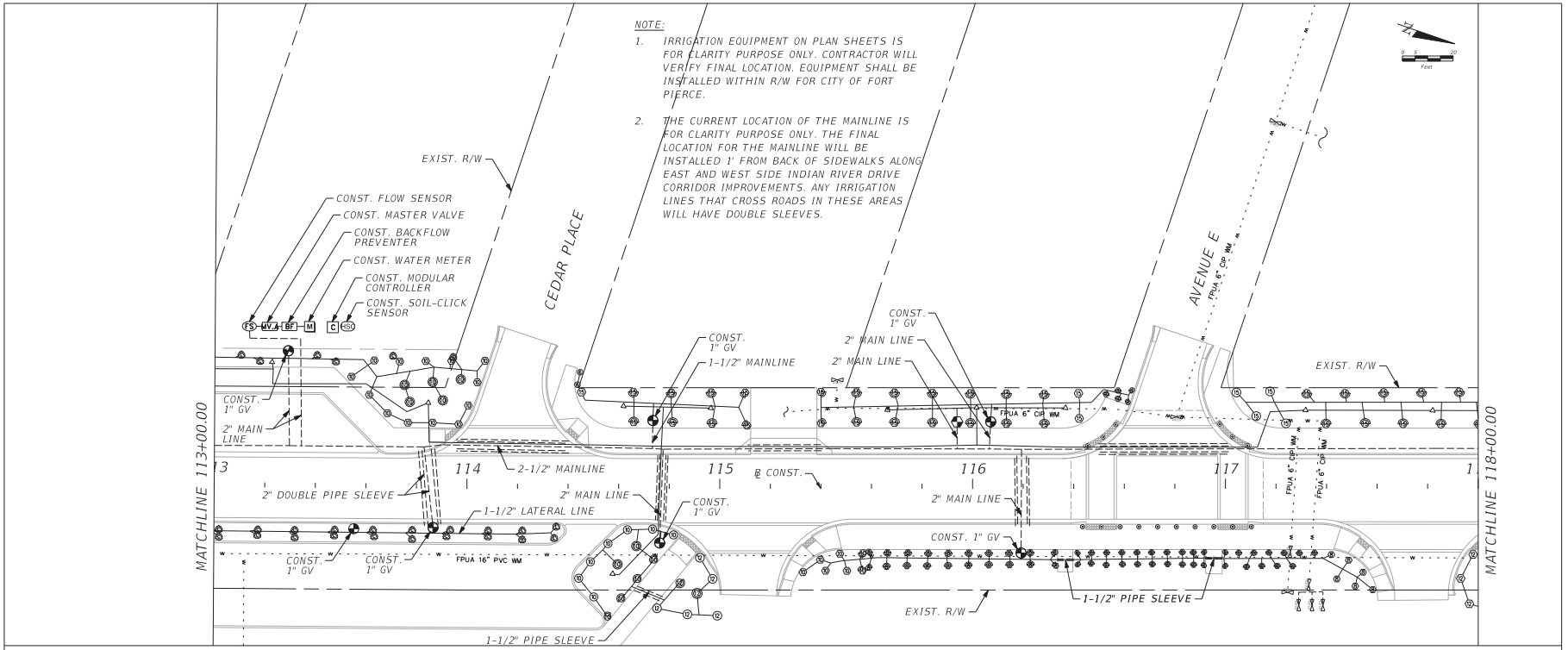
CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE IRRIGATION

SHEET NO. 88

rebecca.mulroney 2/4/2025 3:26:35 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\PLANS_IRRIGATION\PLANIR03.dgn



IRRIGATION LEGEND

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HSC	HUNTER SOIL-CLICK SENSOR
M	WATER METER 1-1/2"

REVISIONS

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(772) 794-4100
REGISTRY No. 35106

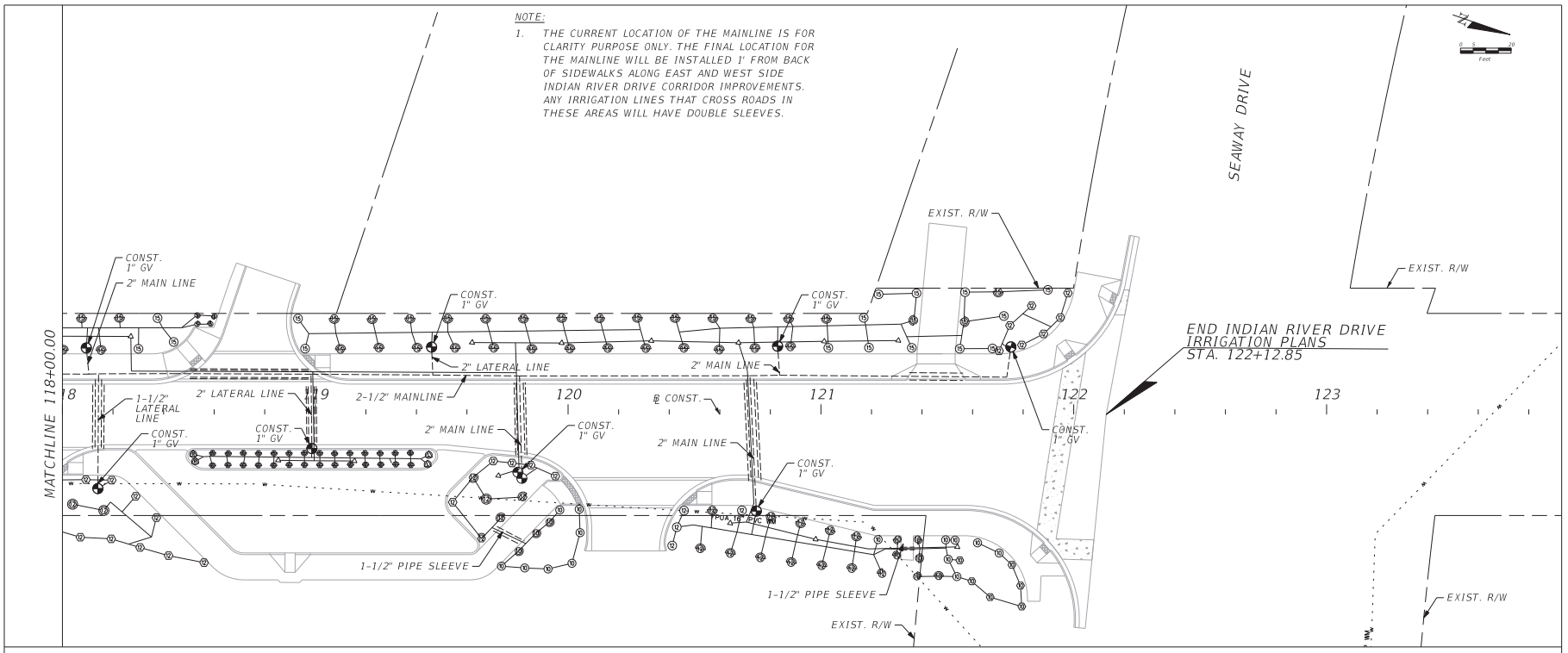
CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE IRRIGATION

SHEET NO. 89

rebecca.mulroney 2/4/2025 3:26:37 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\PLANS_IRRIGATION\PLANIR04.dgn



IRRIGATION LEGEND

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HSC	HUNTER SOIL-CLICK SENSOR
M	WATER METER 1-1/2"

REVISIONS

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P.E. LICENSE NUMBER 56939
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VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

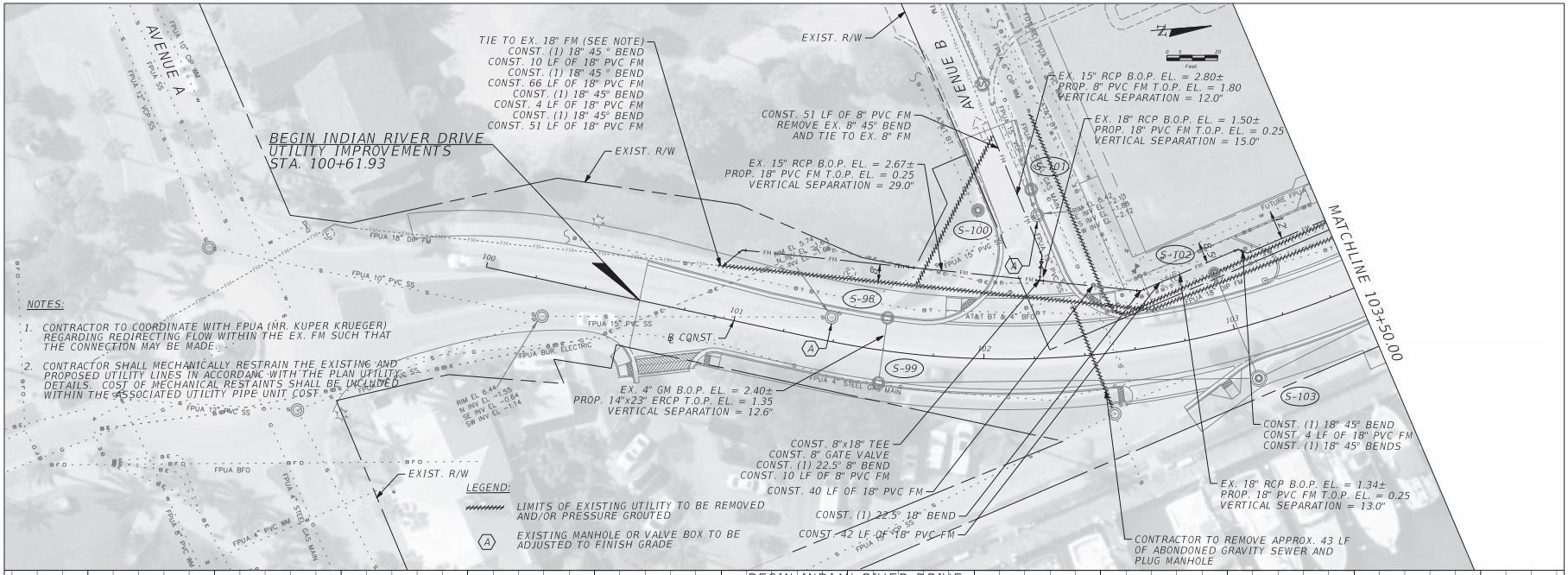
CITY OF FORT PIERCE

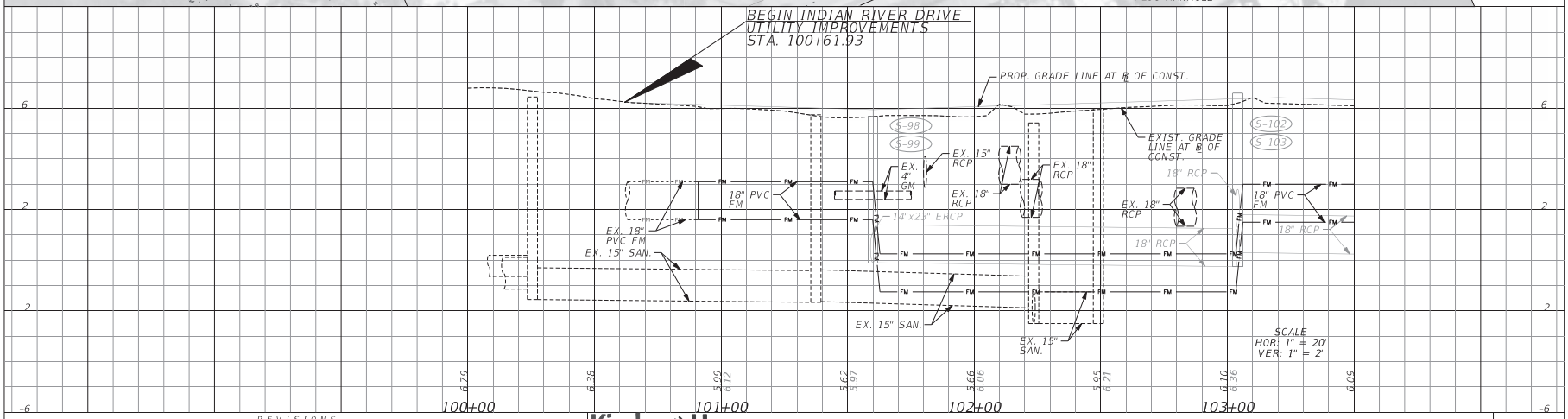
INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE IRRIGATION

SHEET NO. 90

rebecca.mulroney 2/4/2025 3:26:40 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\PLANS_IRRIGATION\PLANIR05.dgn





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CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE UTILITY PLAN & PROFILE

SHEET NO. 91

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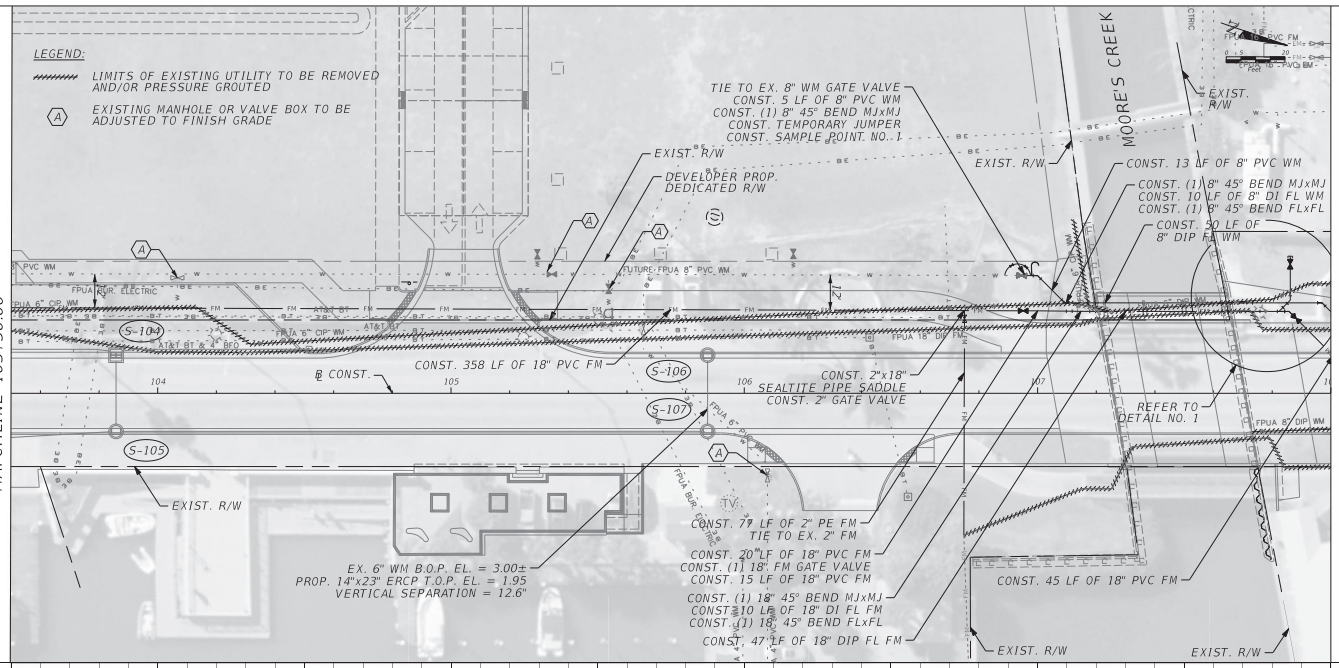
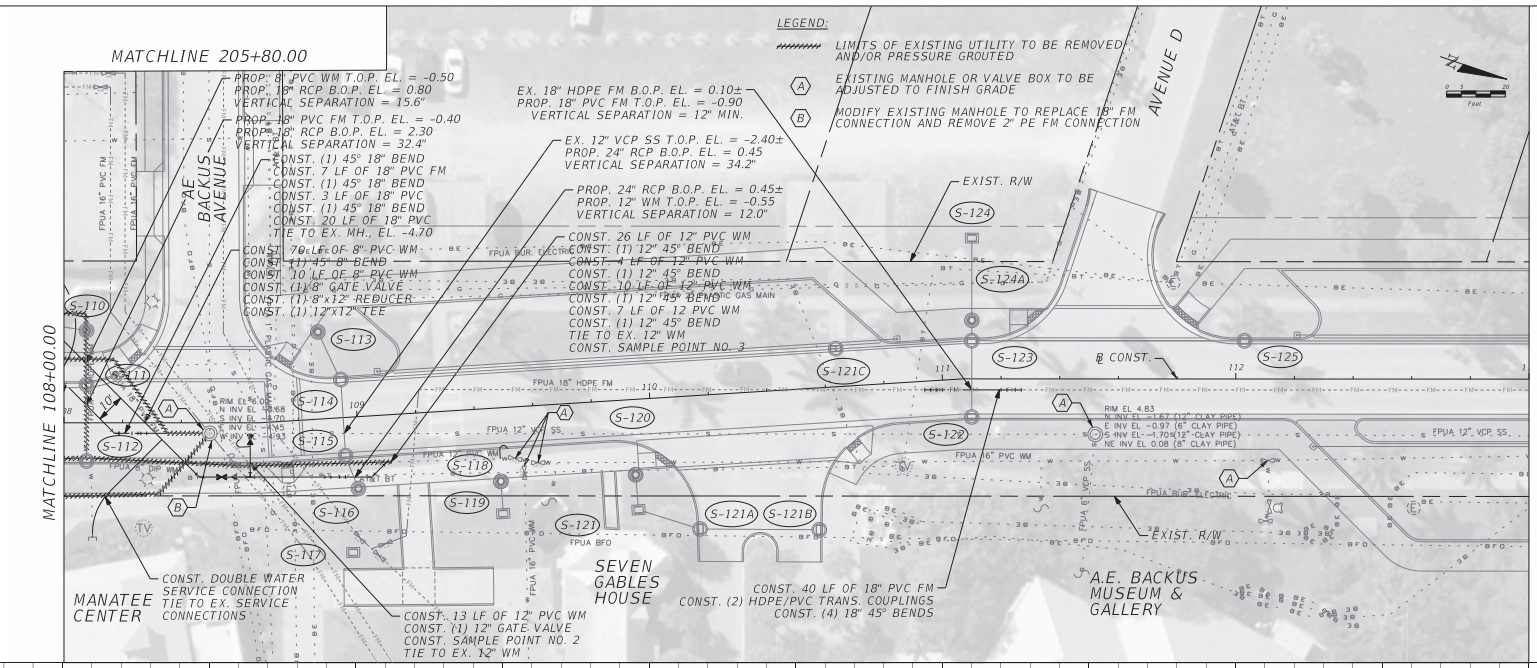

LEGEND:
LIMITS OF EXISTING UTILITY TO BE REMOVED AND/OR PRESSURE GROUTED
EXISTING MANHOLE OR VALVE BOX TO BE ADJUSTED TO FINISH GRADE
MATCHLINE 103+50.00
MATCHLINE 108+00.00
MOORE'S CREEK
EXIST. R/W
DEVELOPER PROP. DEDICATED R/W
FUTURE FPUA 8" PVC WM
FPUA 6" DIP WM
FPUA 8" DIP WM
FPUA 18" DIP FM
FPUA 8" DIP FM
FPUA 6" DIP FM
FPUA 8" DIP WM
FPUA 6" DIP WM
FPUA 8" DIP WM
FPUA 8" DIP FM
FPUA 8" DIP WM
FPUA 8" DIP WM
FPUA 8" DIP W



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VERO BEACH, FL 32960
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REGISTRY No. 35106

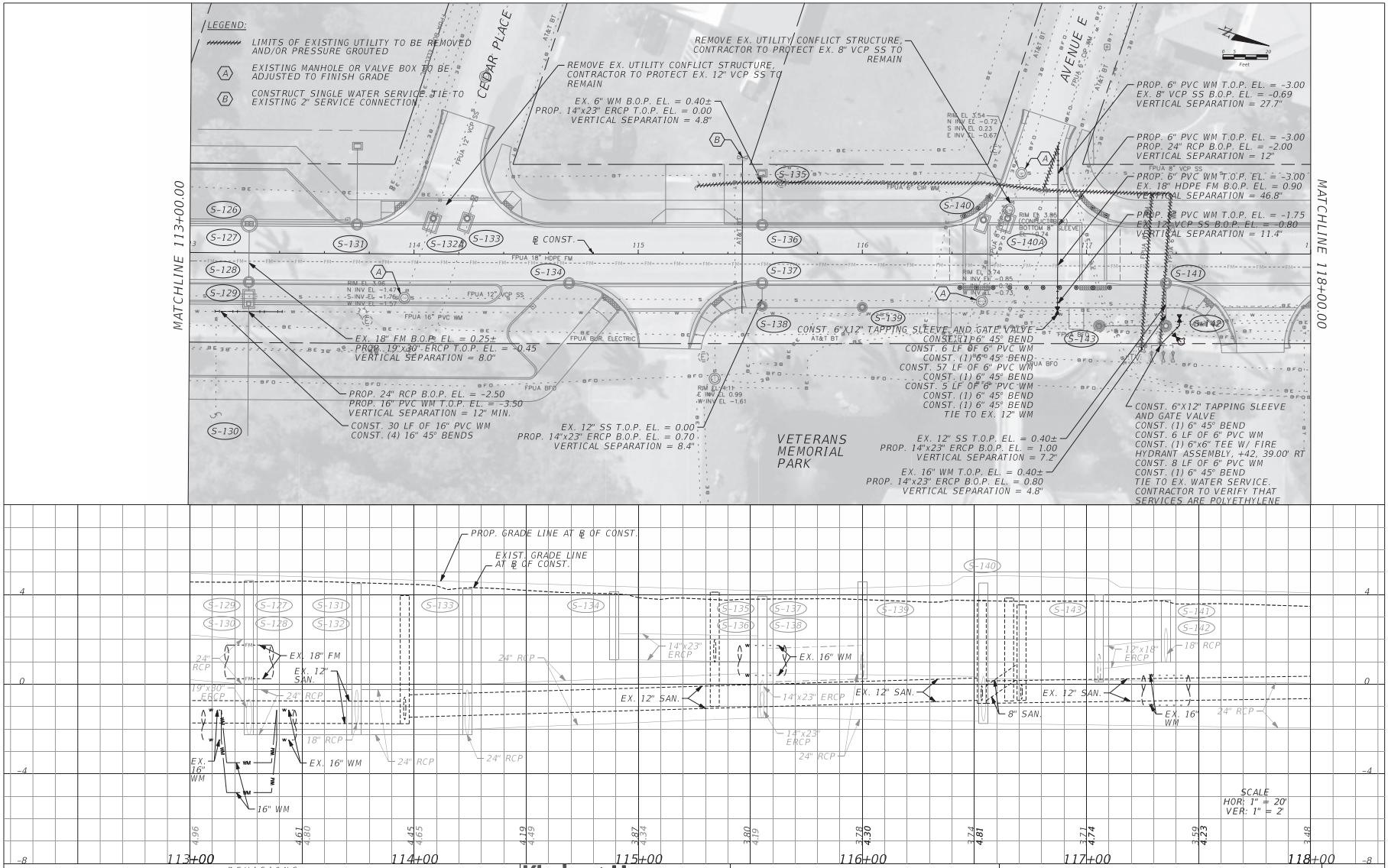
CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE UTILITY PLAN & PROFILE

SHEET NO. 93

rebecca.mulroney 2/4/2025 3:28:17 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\PLANS_UTILITY\PLANUT03.dgn



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CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE UTILITY PLAN & PROFILE

SHEET NO. 94

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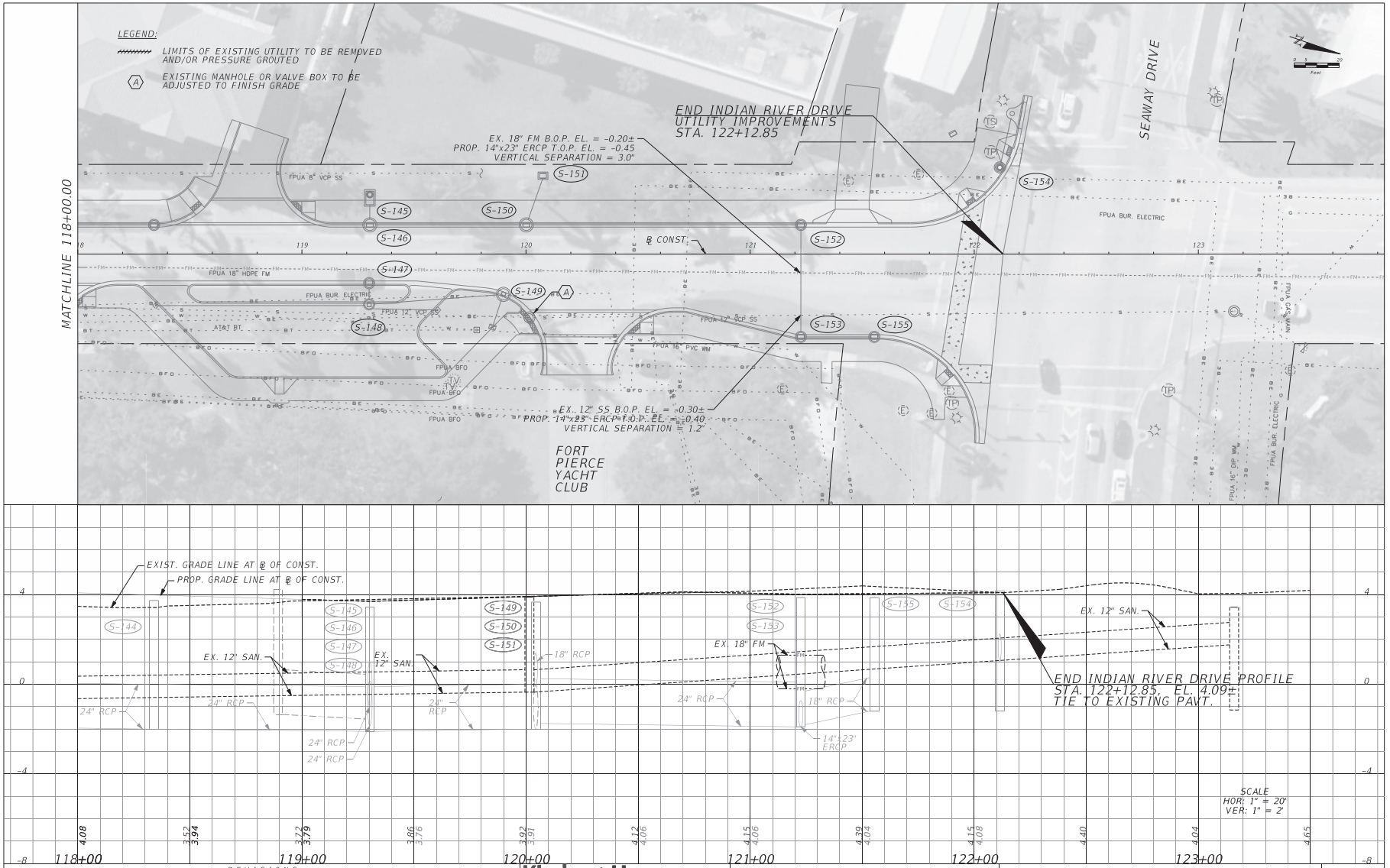

REVISIONS

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CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

INDIAN RIVER DRIVE UTILITY PLAN & PROFILE

SHEET NO. 95

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RESTRAINED LENGTH IN FEET EACH SIDE OF BEND									
PIPE DIAMETER (INCHES)	D.I.P.				P.V.C.				
	90°	45°	22 1/2°	11 1/4°	90°	45°	22 1/2°	11 1/4°	
3"	30'	15'	10'	5'	40'	20'	10'	5'	
4"	35'	15'	10'	5'	55'	25'	15'	10'	
6"	55'	25'	10'	5'	80'	35'	20'	10'	
8"	65'	30'	15'	10'	90'	40'	20'	10'	
10"	80'	35'	20'	10'	110'	50'	25'	15'	
12"'	95'	40'	20'	10'	130'	55'	30'	15'	
16"	120'	50	25'	15'	165'	70'	35'	20'	
20"	150'	65'	30'	15'	200'	85'	40'	20'	
24"	180'	70'	35'	20'	210'	90'	45'	25'	
30"	190'	80'	40'	20'	250'	105'	50'	25'	
36"	220'	95'	45'	25'	0	0	0	0	
42"	245'	105'	50'	25'	0	0	0	0	
48"	260'	120'	60'	30'	0	0	0	0	
RESTRAINED LENGTHS FOR DEAD ENDS AND BRANCHES FROM TEES SHALL BE THE SAME AS FOR 90° BENDS									

RESTRAINED LENGTH INFEET EACH SIDE FOR REDUCER										
PIPE DIAMETER (INCHES)										
	3"	4"	6"	8'	10"	12"	16"	20"	24"	30"
3"	0	0	0	)	0	0	0	0	0	0
4"	40'	0	0	)	0	0	0	0	0	0
6"	50'	45'	0	)	0	0	0	0	0	0
8"	75'	70'	40'	)	0	0	0	0	0	0
10"	95'	90'	70'	40'	0	0	0	0	0	0
12"'	120'	115'	100'	75'	40'	0	0	0	0	0
16"	160'	155'	140'	125'	100'	70'	0	0	0	0
20"	200'	195'	185'	170'	150'	130'	75'	0	0	0
24"	160'	155'	150'	140'	135'	120'	90'	50'	0	0
30"	195'	190'	185'	180'	170'	160'	120'	105'	70'	0
36"	225'	220'	215'	210'	205'	195'	180'	150'	125'	70'
42"	245'	240'	235'	230'	225'	220'	205'	180'	155'	105'
48"	255'	250'	245'	240'	235'	230'	215'	195'	175'	125'
RESTRAINED LENGTHS FOR LARGER DIAMETER PIPES										

ALL IN-LINE VALVES SHALL BE TREATED AS DEAD END
WITH RESTRAINED PIPE JOINTS UP AND DOWN

UTILITY RESTRAINED PIPE LENGTHS AND SCHEDULE NOTES:

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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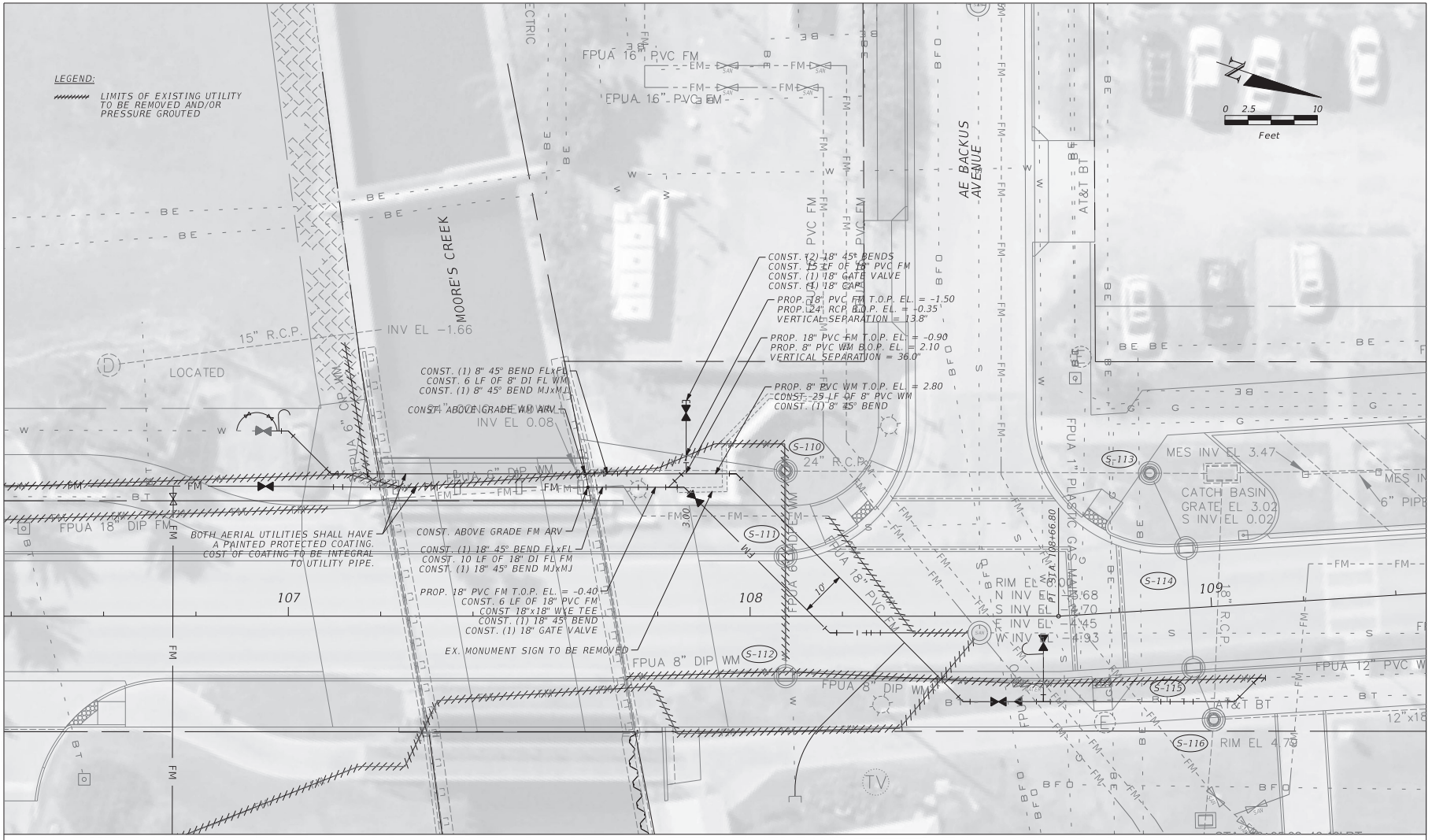
CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

MISCELLANEOUS
UTILITY DETAILS

SHEET NO.
96



UTILITY DETAIL NO. 1

N.T.S.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn

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CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

MISCELLANEOUS UTILITY DETAILS

SHEET NO. 97

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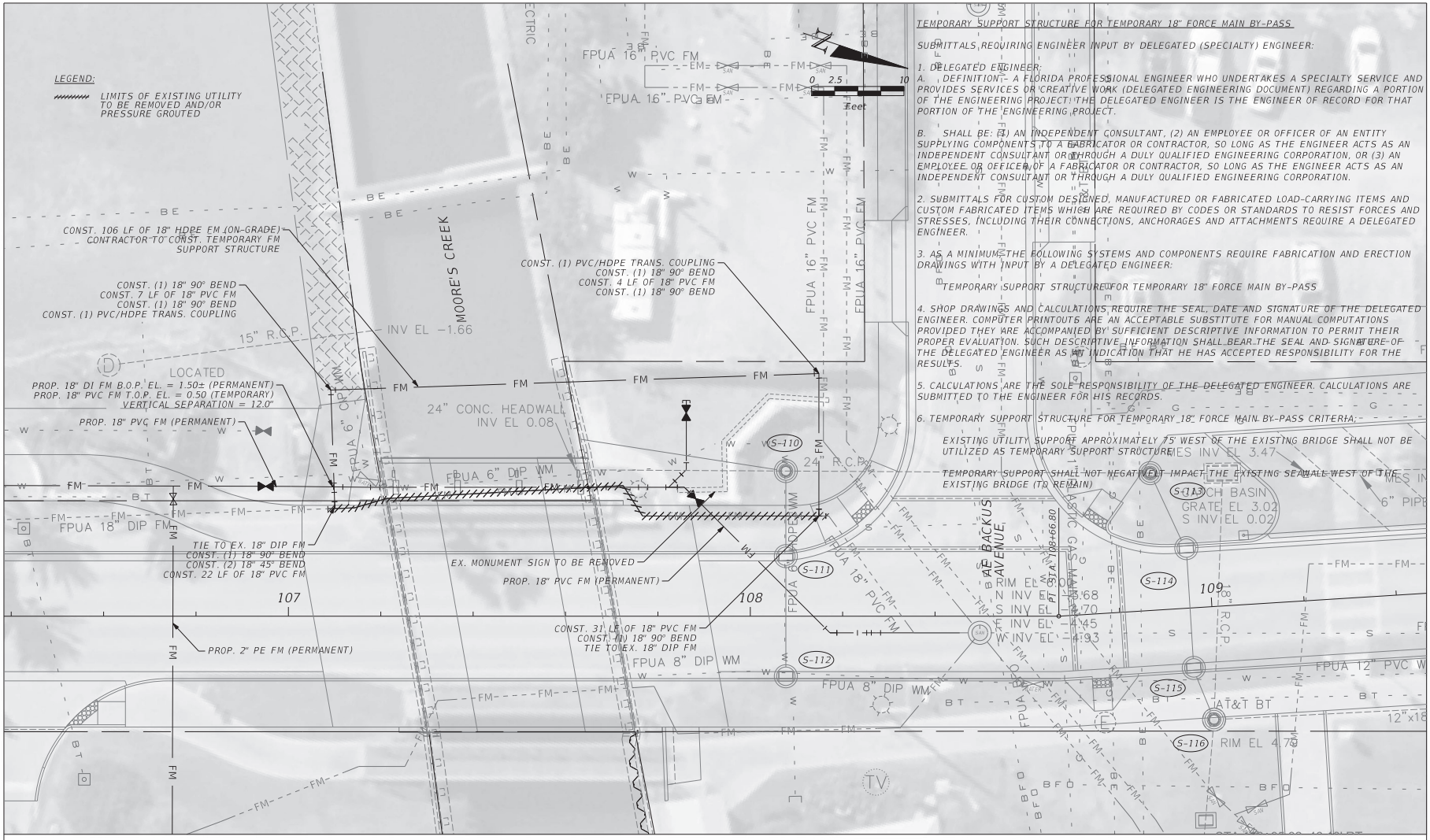


UTILITY DETAIL NO. 2 - TEMPORARY FORCE MAIN SERVICE

N.T.S.

TEMPORARY SUPPORT STRUCTURE FOR TEMPORARY 18" FORCE MAIN BY-PASS

SUBMITTALS REQUIRING ENGINEER INPUT BY DELEGATED (SPECIALTY) ENGINEER:

1. DELEGATED ENGINEER:

A. DEFINITION - A FLORIDA PROFESSIONAL ENGINEER WHO UNDERTAKES A SPECIALTY SERVICE AND PROVIDES SERVICES OR CREATIVE WORK (DELEGATED ENGINEERING DOCUMENT) REGARDING A PORTION OF THE ENGINEERING PROJECT; THE DELEGATED ENGINEER IS THE ENGINEER OF RECORD FOR THAT PORTION OF THE ENGINEERING PROJECT.

B. SHALL BE: (1) AN INDEPENDENT CONSULTANT, (2) AN EMPLOYEE OR OFFICER OF AN ENTITY SUPPLYING COMPONENTS TO A FABRICATOR OR CONTRACTOR, SO LONG AS THE ENGINEER ACTS AS AN INDEPENDENT CONSULTANT OR THROUGH A DULY QUALIFIED ENGINEERING CORPORATION, OR (3) AN EMPLOYEE OR OFFICER OF A FABRICATOR OR CONTRACTOR, SO LONG AS THE ENGINEER ACTS AS AN INDEPENDENT CONSULTANT OR THROUGH A DULY QUALIFIED ENGINEERING CORPORATION.

2. SUBMITTALS FOR CUSTOM DESIGNED, MANUFACTURED OR FABRICATED LOAD-CARRYING ITEMS AND CUSTOM FABRICATED ITEMS WHICH ARE REQUIRED BY CODES OR STANDARDS TO RESIST FORCES AND STRESSES, INCLUDING THEIR CONNECTIONS, ANCHORAGES AND ATTACHMENTS REQUIRE A DELEGATED ENGINEER.

3. AS A MINIMUM, THE FOLLOWING SYSTEMS AND COMPONENTS REQUIRE FABRICATION AND ERECTION DRAWINGS WITH INPUT BY A DELEGATED ENGINEER:

TEMPORARY SUPPORT STRUCTURE FOR TEMPORARY 18" FORCE MAIN BY-PASS

4. SHOP DRAWINGS AND CALCULATIONS REQUIRE THE SEAL, DATE AND SIGNATURE OF THE DELEGATED ENGINEER. COMPUTER PRINTOUTS ARE AN ACCEPTABLE SUBSTITUTE FOR MANUAL COMPUTATIONS PROVIDED THEY ARE ACCOMPANIED BY SUFFICIENT DESCRIPTIVE INFORMATION TO PERMIT THEIR PROPER EVALUATION. SUCH DESCRIPTIVE INFORMATION SHALL BEAR THE SEAL AND SIGNATURE OF THE DELEGATED ENGINEER AS AN INDICATION THAT HE HAS ACCEPTED RESPONSIBILITY FOR THE RESULTS.

5. CALCULATIONS ARE THE SOLE RESPONSIBILITY OF THE DELEGATED ENGINEER. CALCULATIONS ARE SUBMITTED TO THE ENGINEER FOR HIS RECORDS.

6. TEMPORARY SUPPORT STRUCTURE FOR TEMPORARY 18" FORCE MAIN BY-PASS CRITERIA:

EXISTING UTILITY SUPPORT APPROXIMATELY 75' WEST OF THE EXISTING BRIDGE SHALL NOT BE UTILIZED AS TEMPORARY SUPPORT STRUCTURE.

TEMPORARY SUPPORT SHALL NOT NEGATIVELY IMPACT THE EXISTING SEAWALL WEST OF THE EXISTING BRIDGE (TO REMAIN)

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

MISCELLANEOUS UTILITY DETAILS

SHEET NO. 98

rebecca.mulroney 2/4/2025 3:31:18 PM K:\VRB_Roadway\047922025 - Indian River Drive Corridor Improvements\CADD\RDWY\SPDTUT03.DGN

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. WATER MAINS WHERE SPECIFIED AS POLYVINYL CHLORIDE (PVC) SHALL CONFORM TO AWWA C-900 OR C-905, PRESSURE CLASS 150, DR (18). WATER MAINS WHERE SPECIFIED AS POLYETHYLENE (PE) SHALL CONFORM TO AWWA C-901 OR C-906, STANDARD CODE DESIGNATION PE3408, PIPE CLASS 200, DIMENSION RATIO (DR) 17 FOR DIRECT BURY, (DR) 11 FOR DIRECTIONAL BORING, AND (DR) 9 FOR 2 INCH AND SMALLER PIPELINES.
3. WATER MAIN, WHERE SPECIFIED AS DUCTILE IRON PIPE , SHALL CONFORM TO ANSI/AWWA C151/A21.51 AND SHALL BE PRESSURE CLASS 250 (MINIMUM).
4. POLYVINYL CHLORIDE WATER MAIN SHALL BE BLUE IN COLOR OR WHITE IN COLOR WITH BLUE STRIPES. THE USE OF IDENTIFICATION TAPE ATTACHED TO THE TOP OF THE PIPE MAY BE USED IN LIEU OF MARKING ON THE PIPE, ALSO DIP PIPE SHALL REQUIRE THE USE OF IDENTIFICATION TAPE AND THHN WIRE.
5. FITTINGS SHALL BE DUCTILE IRON CONFORMING TO ANSI/AWWA C-110/A21.10, CLASS 250 MIN., CEMENT LINED AND FACTORY COATED
6. GATE VALVES SHALL BE MUELLER RESILIENT SEAT, KENNDY KEN-SEAL, AMERICAN OR APPROVED EQUAL. VALVES SHALL CONFORM TO AWWA C-509.
7. WATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY, COUNTY, FDOT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
8. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE FPUA ENGINEER AND CITY/COUNTY/FDOT ENGINEER.
9. THE CONTRACTOR SHALL NOTIFY FPUA ENGINEERING AND CITY/COUNTY/FDOT ENGINEERING 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
10. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, FPUA, AND CITY/COUNTY/FDOT ENGINEER SHALL BE MANDATORY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
11. TRAFFIC CONTROL, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF OF TRANSPORTATION STANDARDS AND APPROVED BY THE CITY ENGINEER.
12. MINIMUM COVER SHALL BE 36 INCHES EXCEPT AS APPROVED BY THE UTILITIES ENGINEER AND CITY/COUNTY/FDOT ENGINEER. PIPES WITH COVER LESS THAN 30 INCHES SHALL BE CONSTRUCTED OF DUCTILE IRON OR IN PVC CASING.
13. DISTURBED AREAS SHALL BE RESTORED IN CONFORMANCE WITH THE APPLICABLE GOVERNING AGENCY REQUIREMENTS.
14. EXISTING UTILITIES AND DRAINAGE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY THE CONTRACTOR.
15. WATER MAINS SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE APPLICABLE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AWWA C-651 FOR DISINFECTION.

WATER DISTRIBUTION | G-1 NOTES | 02-06 | DESIGNED: JJM | DRAWN BY: JJM | APPROVED: JLC | COMPUTER FILE # DETAIL NOTES 200602.DWG | SCALE: N.T.S. | DATE: 2010 | WATER/WASTEWATER ENGINEERING | FT. PIERCE UTILITIES AUTHORITY | SHEET 1 OF 2

FORT PIERCE UTILITIES AUTHORITY WASTEWATER CONSTRUCTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. GRAVITY SEWER MAIN SHALL BE POLYVINYL CHLORIDE SDR-26, GREEN OR WHITE IN COLOR, GRAVITY SEWER MAIN SHALL HAVE LOCATOR TAPE WITH "SEWER" MARKED ON TAPE AND SHALL CONFORM TO ASTM D-3034.
3. THE MANHOLE BASE SHALL BE SET ON A FIRM, DRY AND STABLE OR COMPACTED BASE FOUNDATION. IF NECESSARY, THE CONTRACTOR SHALL UTILIZE ROCK TO PROVIDE A FIRM AND SUITABLE MANHOLE BASE FOUNDATION.
4. WASTEWATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY ENGINEERING DEPARTMENT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THEN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
5. A 1% MINIMUM SLOPE SHALL BE MAINTAINED ON ALL SANITARY SERVICE LATERALS.
6. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER CONSISITING OF PIPE SIZES, LOCATION OF SERVICE TEE WYES, DIAMETER OF SERVICES, LOCATION OF ANY FITTINGS, FINAL RIM AND INVERT ELEVATION OF ALL MANHOLES AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT.
7. MAINTAIN SIX FEET AND PREFERABLY 10 FEET HORIZONTAL DISTANCE BETWEEN WATER MAINS AND SEWER MAINS AS A MINIMUM.
8. WASTEWATER FORCE MAINS, WASTEWATER COLLECTION LINES, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. A MINIMUM VERTICAL DISTANCE OF 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE SHALL BE PROVIDED WHENEVER POSSIBLE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER PIPE JOINTS ARE EQUIDISTANCE FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MANTAINED AT ALL CROSSINGS.
9. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, AND FPUA/CITY COUNTY/FDOT SHALL BE MANDATORY PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
10. NO FIELD CHANGES OR DEVIATIONS FORM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL FPUA/CITY/COUNTY/FDOT ENGINEER,
11. TRAFFIC CONTROL, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
12. CONTRACTOR SHALL NOTIFY FORT PIERCE UTILITIES AUTHORITY 48 HOURS PRIOR TO COMMMENCING CONSTRUCTION.
13. WASTEWATER FORCE MAIN SHALL BE POLYVINYL CHLORIDE CONFORMING TO AWWA C-900, AND SHALL BE CLASS 150, DR-18.
14. WASTEWATER FORCE MAIN SHALL BE GREEN IN COLOR.
15. FITTINGS SHALL BE DUCTILE IRON, CONFORMING TO ANSI/AWWA C-110/A21.10 CLASS 250 MIN. AND INTERIOR EPOXY COATED.
16. WASTEWATER FORCE MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN WIRE (GREEN IN COLOR) PERMANENTLY ATTACHED TO THE TOP OF THE FORCE MAIN WITH LOCATOR TAPE MARKED "SEWER" ON TAPE IN ACCORDANCE WITH FPUA SPECIFICATIONS.
17. MINIMUM COVER SHALL BE 36 INCHES, PIPES WITH COVER LESS THAN 30 INCHES SHALL REQUIRE PRIOR APPROVAL OF THE UTILITES ENGINEER AND SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE.
18. EACH SERVICE LATERAL WILL BE MARKED WITH A LOCATOR BALL AS MANUFACTURED BY 3M CORPORATION, OR APPROVED EQUAL AS REQUIRED BY FPUA ENGINEER.
19. ALL MANHOLES SHALL HAVE SEWER RAIN GUARDS INSTALLED AS REQUIRED BY FPUA ENGINEER.
20. THE CONTRACTOR SHALL COMPLY WITH THE FLORIDA TRENCH SAFETY ACT REQUREMENTS.

WASTEWATER CONSTRUCTION NOTES FPUA REQUIREMENTS | G-2 CONSTRUCTION NOTES | 02-06 | DESIGNED: JJM | DRAWN BY: JJM | APPROVED: JLC | COMPUTER FILE # DETAIL NOTES 200602.DWG | SCALE: N.T.S. | DATE: 2010 | WATER/WASTEWATER ENGINEERING | FT. PIERCE UTILITIES AUTHORITY | SHEET 1 OF 1

STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS

1. SANITARY SEWER, FORCE MAINS, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS, FORCE MAINS AND STORM SEWERS CROSSING UNDER WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 6 INCHES, PREFERABLY 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHEN ABOVE, AND AT LEAST 12 INCHES OF SEPARATION WHEN THE WATER MAIN IS BELOW.

WHERE SANITARY SEWER, FORCE MAINS, STORM SEWERS MUST CROSS A WATER MAIN WITH LESS THAN 6 INCHES VERTICAL SEPARATION, BOTH THE SEWER AND WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) CENTERED ON THE CROSSING. (DIP IS NOT REQUIRED FOR STORM SEWERS.) SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED.

ALL CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING). AT SUCH CROSSINGS PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE WITH LESS THAN 6 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWERS) AND NEW PIPES SHALL BE ARRANGED TO MEET THE CROSSING REQUIREMENTS ABOVE.

2. A MINIMUM 3-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF STORM SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 3-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN VACUUM TYPE SANITARY SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN "ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

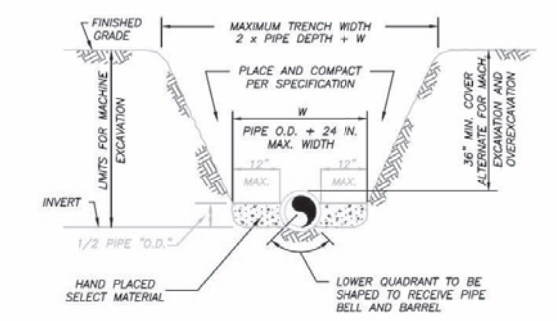
A MINIMUM 6-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN GRAVITY OR PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO 3 FOOT WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER

IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10-FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON A UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER.

WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 6 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWER) WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).

3. ALL DIP SHALL BE PRESSURE CLASS 250 MIN.. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN ENGINEER.

STANDARD SEPARATION STATEMENT FOR WATER/SEWER CONFLICT | G-3 WATER/SEWER CONFLICT | 02-06 | DESIGNED: JJM | DRAWN BY: JJM | APPROVED: JLC | COMPUTER FILE # DETAIL NOTES 200602.DWG | SCALE: N.T.S. | DATE: 2010 | WATER/WASTEWATER ENGINEERING | FT. PIERCE UTILITIES AUTHORITY | SHEET 1 OF 1

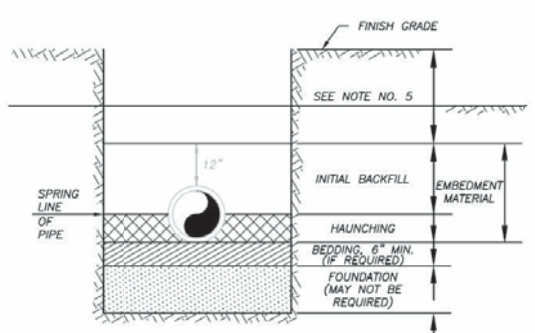


NOTES:

1) THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.
2) INITIAL BACKFILL SHALL BE HAND PLACED TO 12" ABOVE THE PIPE. BACKFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 100% OF MAX. DENSITY AS DETERMINED BY AASHTO METHOD T-99.

TYPICAL TRENCH DETAIL
N.T.S.

TYPICAL TRENCH DETAIL | M-1 | 03-09 CONCRETE SLAB SLL JLC | DESIGNED: JLC | DRAWN BY: SLL | APPROVED: JLC | COMPUTER FILE # MISC DETAILS 200602.DWG | DATE: 2015 | WATER/WASTEWATER ENGINEERING | FT. PIERCE UTILITIES AUTHORITY | SHEET 1 OF 1

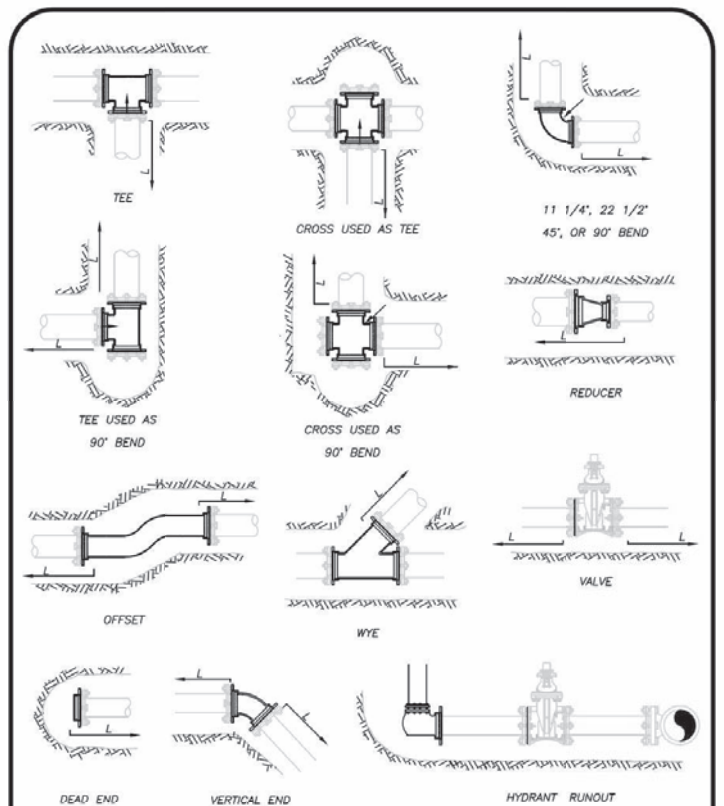


BACKFILLING REQUIREMENTS
N.T.S.

NOTES:

1) IN CERTAIN SOIL CONDITIONS A FOUNDATION MAY BE REQUIRED.
2) BEDDING IS REQUIRED PRIMARILY TO BRING THE TRENCH BOTTOM UP TO GRADE. BEDDING MATERIALS SHALL PROVIDE A UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE.
3) HAUNCHING MATERAL SHALL BE HAND PLACED TO THE SPRINGLINE OF THE PIPE. MATERIAL SHALL BE CONSOLIDATED UNDER THE PIPE AND HAND TAMPED TO PROVIDE ADEQUATE SIDE SUPPORT.
4) INITIAL BACKFILL MATERIAL SHALL BE HAND PLACED TO 12" ABOVE THE TOP OF PIPE. THE SOIL SHALL BE COMPACTED TO 100% MAX. DENSITY.(AASHTO T-99)
5) BACKFILL SHALL BE COMPACTED TO 100% OF MAX. DENSITY AS PER AASHTO T-99, TO A POINT 30" BELOW PROPOSED PROFILE GRADE OR EXISTING GRADE. THE FINAL 30" OF BACKFILL SHALL BE COMPACTED TO 98% OF MAX. DENSITY AS PER AASHTO T-180.
6) DENSITY TEST SHALL BE PERFORMED AT AREAS DETERMINED BY THE UTILITIES ENGINEER OR PERMIT AGENCY HAVING JURISDICTION, AT THE CONTRACTORS EXPENSE.
7) CONTRACTOR TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL TRENCH SAFETY REGULATIONS.

BACKFILLING REQUIREMENTS | M-2 | 03-09 CONCRETE SLAB SLL JLC | DESIGNED: JLC | DRAWN BY: SLL | APPROVED: JLC | COMPUTER FILE # MISC DETAILS 200602.DWG | DATE: 2015 | WATER/WASTEWATER ENGINEERING | FT. PIERCE UTILITIES AUTHORITY | SHEET 1 OF 1



MECHANICAL JOINT ANCHORING REQUIREMENTS
N.T.S.

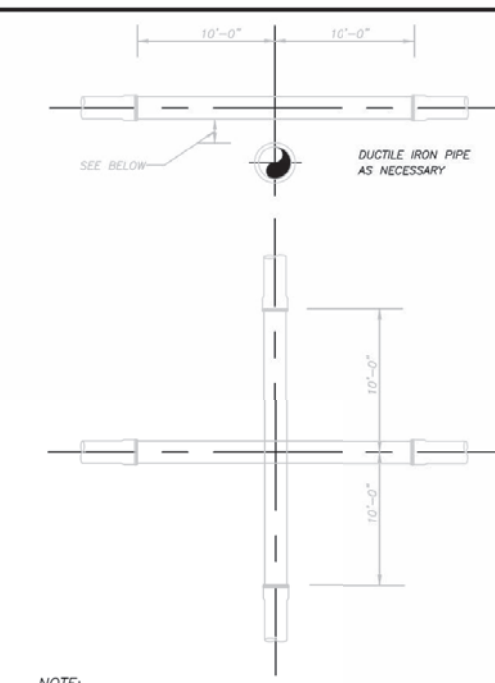
MECHANICAL JOINT ANCHORING REQUIREMENTS | M-3 | 03-09 CONCRETE SLAB SLL JLC | DESIGNED: JLC | DRAWN BY: SLL | APPROVED: JLC | COMPUTER FILE # MISC DETAILS 200602.DWG | DATE: 2015 | WATER/WASTEWATER ENGINEERING | FT. PIERCE UTILITIES AUTHORITY | SHEET 1 OF 1

MECHANICAL JOINT RESTRAINT NOTES

NOTES:

1) THE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING THE REQUIRED LENGTH TO BE RESTRAINED BASED UPON THE PROJECT AREA SOIL TYPE, PROPOSED TRENCH CONDITIONS AND DEPTH, PRESSURE OF 150 PSI, AND A SAFETY FACTOR OF TWO (2). A DRAWING OF EVERY TYPICAL FITTING ASSEMBLY WITHIN THE PROJECT SHALL BE SUBMITTED WHICH REFLECTS THE RESTRAINT DETAIL PROPOSED FOR USE, INCLUDING LENGTH OF PIPE RESTRAINT.
2) REQUIRED RESTRAINED LENGTH CALCULATIONS SHALL ALSO CONSIDER THE CONDITIONS OF OTHER BENDS OR FITTINGS THAT WILL BE LOCATED WITHIN THE CALCULATED RESTRAINED LENGTH (L) OF THE BEND OR FITTING IN QUESTION.
3) EVERY JOINT OR FITTING MUST BE RESTRAINED ON BOTH SIDES OF THE BEND AND FOR TEES ALONG THE BEND ALSO.

MECHANICAL JOINT RESTRAINT NOTES | M-4 | 03-09 CONCRETE SLAB SLL JLC | DESIGNED: JLC | DRAWN BY: SLL | APPROVED: JLC | COMPUTER FILE # MISC DETAILS 200602.DWG | DATE: 2015 | WATER/WASTEWATER ENGINEERING | FT. PIERCE UTILITIES AUTHORITY | SHEET 1 OF 1



NOTE:

PLEASE REFER TO FORT PIERCE UTILTIES STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS.

UTILITY CROSSING DETAIL
N.T.S.

UTILITY CROSSING DETAIL | M-5 | 03-09 CONCRETE SLAB SLL JLC | DESIGNED: JLC | DRAWN BY: SLL | APPROVED: JLC | COMPUTER FILE # MISC DETAILS 200602.DWG | DATE: 2015 | WATER/WASTEWATER ENGINEERING | FT. PIERCE UTILITIES AUTHORITY | SHEET 1 OF 1

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

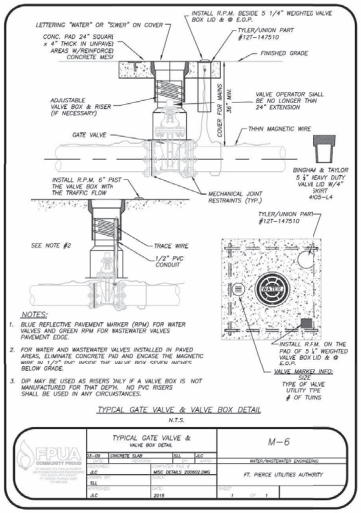
Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

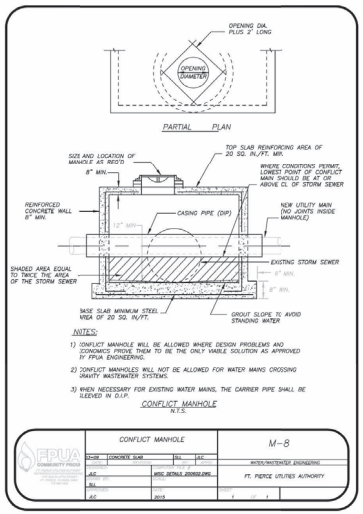
CITY OF FORT PIERCE

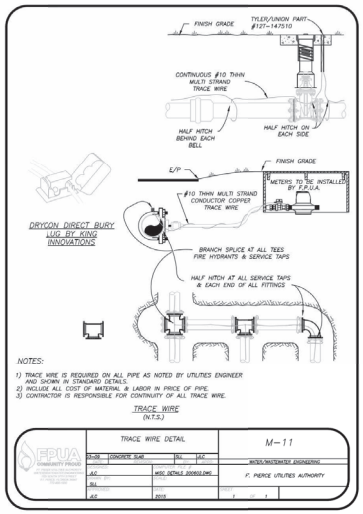
INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

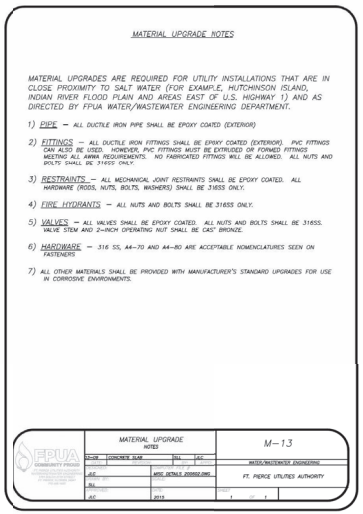
FPUA UTILITY DETAILS

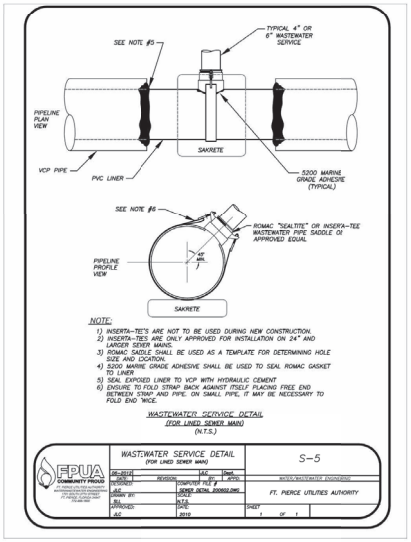
SHEET NO. 99

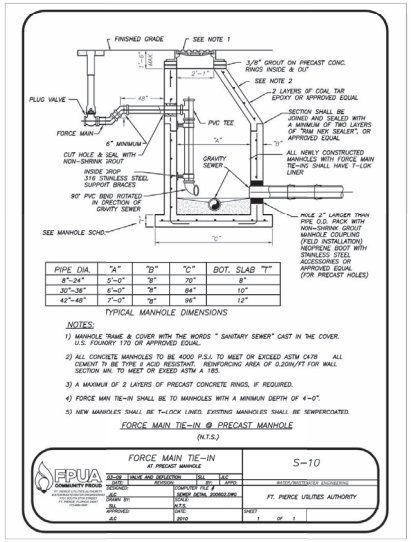


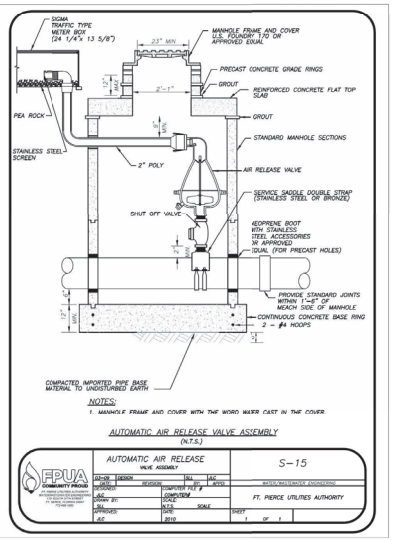


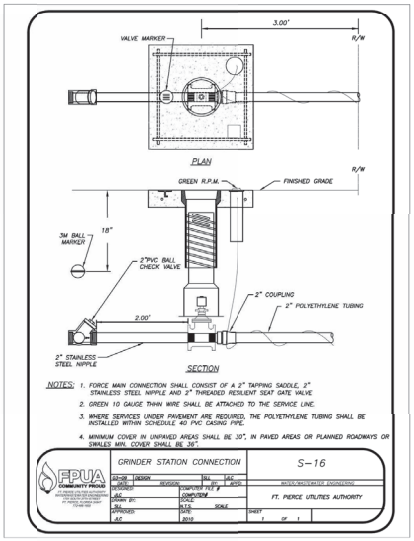












REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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445 24th STREET, SUITE 200
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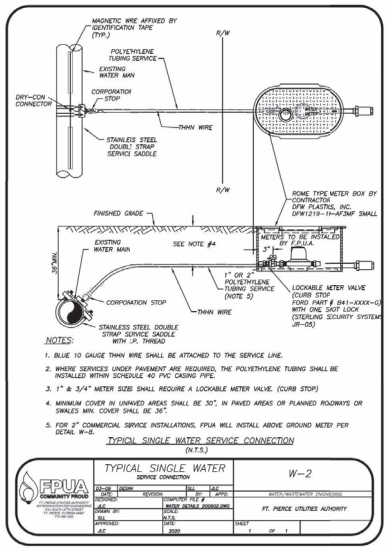
CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

FPUA UTILITY DETAILS

SHEET NO. 100

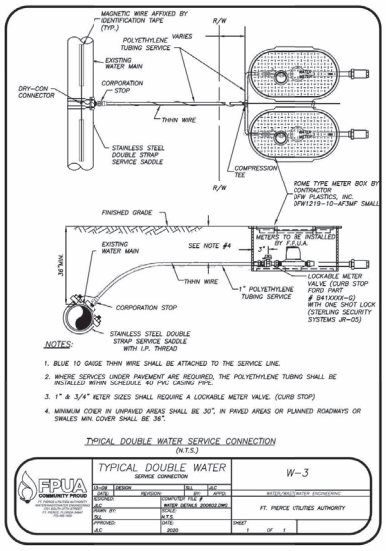


NOTES:

1. BLUE 10 GAUGE THHN WIRE SHALL BE ATTACHED TO THE SERVICE LINE.
2. WHERE SERVICES UNDER PAVEMENT ARE REQUIRED, THE POLYETHYLENE TUBING SHALL BE INSTALLED WITHIN SCHEDULE 40 PVC CASING PIPE.
3. 1" & 3/4" METER SIZES SHALL REQUIRE A LOCKABLE METER VALVE. (CURB STOP)
4. MINIMUM COVER IN UNPAVED AREAS SHALL BE 30", IN PAVED AREAS OR PLANNED ROADWAYS OR SWALES MIN. COVER SHALL BE 36".
5. FOR 2" COMMERCIAL SERVICE INSTALLATIONS, FPUA WILL INSTALL ABOVE GROUND METER PER DETAIL W-8.

TYPICAL SINGLE WATER SERVICE CONNECTION
(N.T.S.)

FPUA COMMUNITY PROUD	TYPICAL SINGLE WATER SERVICE CONNECTION	W-2
03-08 DESIGN / 03-08 DRAWN BY / SLJ CHECKED / AJC APPROVED	REVISIONS / COMPUTER FILE # WATER DETAILS 2006S2.DWG / SCALE N.T.S. / DATE 2020	WATER/WASTEWATER ENGINEERING / FT. PIERCE UTILITIES AUTHORITY / SHEET 1 OF 1

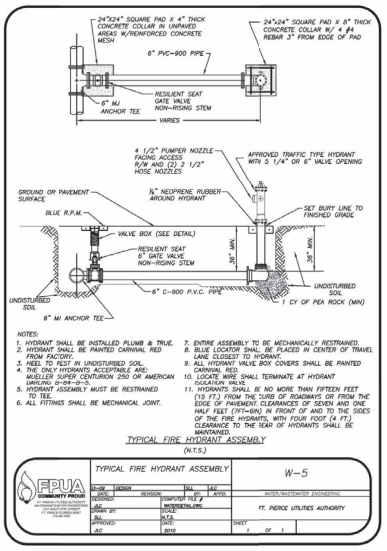


NOTES:

1. BLUE 10 GAUGE THHN WIRE SHALL BE ATTACHED TO THE SERVICE LINE.
2. WHERE SERVICES UNDER PAVEMENT ARE REQUIRED, THE POLYETHYLENE TUBING SHALL BE INSTALLED WITHIN SCHEDULE 40 PVC CASING PIPE.
3. 1" & 3/4" METER SIZES SHALL REQUIRE A LOCKABLE METER VALVE. (CURB STOP)
4. MINIMUM COVER IN UNPAVED AREAS SHALL BE 30", IN PAVED AREAS OR PLANNED ROADWAYS OR SWALES MIN. COVER SHALL BE 36".

TYPICAL DOUBLE WATER SERVICE CONNECTION
(N.T.S.)

FPUA COMMUNITY PROUD	TYPICAL DOUBLE WATER SERVICE CONNECTION	W-3
03-08 DESIGN / 03-08 DRAWN BY / SLJ CHECKED / AJC APPROVED	REVISIONS / COMPUTER FILE # WATER DETAILS 2006S2.DWG / SCALE N.T.S. / DATE 2020	WATER/WASTEWATER ENGINEERING / FT. PIERCE UTILITIES AUTHORITY / SHEET 1 OF 1

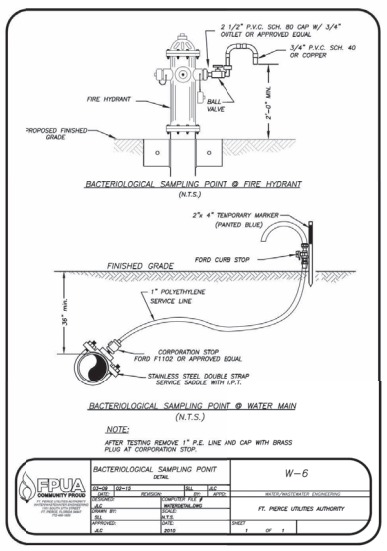


NOTES:

1. HYDRANT SHALL BE INSTALLED PLUMB & TRUE.
2. HYDRANT SHALL BE PAINTED CARNIVAL RED FROM FACTORY.
3. HEEL TO REST IN UNDISTURBED SOIL.
4. THE ONLY HYDRANTS ACCEPTABLE ARE: MUELLER SUPER CENTURION 250 OR AMERICAN LMFU 5-04-2-5.
5. HYDRANT ASSEMBLY MUST BE RESTRAINED TO TEE.
6. ALL FITTINGS SHALL BE MECHANICAL JOINT.
7. ENTIRE ASSEMBLY TO BE MECHANICALLY RESTRAINED.
8. BLUE LOCATOR SHALL BE PLACED IN CENTER OF TRAVEL LANE CLOSEST TO HYDRANT.
9. ALL HYDRANT VALVE BOX COVERS SHALL BE PAINTED CARNIVAL RED.
10. LOCATE WIRE SHALL TERMINATE AT HYDRANT DUCATRON VALVE.
11. HYDRANTS SHALL BE NO MORE THAN FIFTEEN FEET (15 FT.) FROM THE CURB OF ROADWAYS OR FROM THE EDGE OF PAVEMENT. CLEARANCES OF SEVEN AND ONE HALF FEET (7FT-6IN) IN FRONT OF AND TO THE SIDES OF THE FIRE HYDRANTS, WITH FOUR FOOT (4 FT.) CLEARANCE TO THE REAR OF HYDRANTS SHALL BE MAINTAINED.

TYPICAL FIRE HYDRANT ASSEMBLY
(N.T.S.)

FPUA COMMUNITY PROUD	TYPICAL FIRE HYDRANT ASSEMBLY	W-5
03-08 DESIGN / 03-08 DRAWN BY / SLJ CHECKED / AJC APPROVED	REVISIONS / COMPUTER FILE # WATERDETAILS.DWG / SCALE N.T.S. / DATE 2010	WATER/WASTEWATER ENGINEERING / FT. PIERCE UTILITIES AUTHORITY / SHEET 1 OF 1



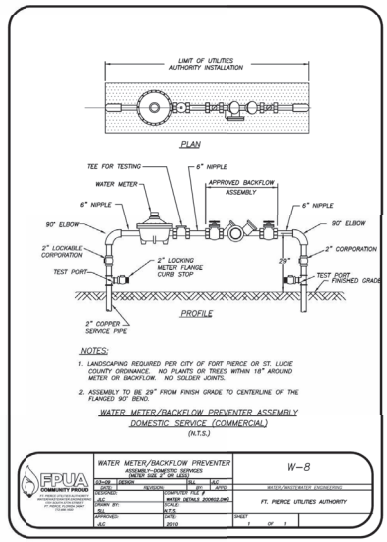
BACTERIOLOGICAL SAMPLING POINT @ FIRE HYDRANT
(N.T.S.)

BACTERIOLOGICAL SAMPLING POINT @ WATER MAIN
(N.T.S.)

NOTE:

AFTER TESTING REMOVE 1" P.E. LINE AND CAP WITH BRASS PLUG AT CORPORATION STOP.

FPUA COMMUNITY PROUD	BACTERIOLOGICAL SAMPLING POINT DETAIL	W-6
03-08 DESIGN / 03-13 DRAWN BY / SLJ CHECKED / AJC APPROVED	REVISIONS / COMPUTER FILE # WATERDETAILS.DWG / SCALE N.T.S. / DATE 2010	WATER/WASTEWATER ENGINEERING / FT. PIERCE UTILITIES AUTHORITY / SHEET 1 OF 1



NOTES:

1. LANDSCAPING REQUIRED PER CITY OF FORT PIERCE OR ST. LUCIE COUNTY ORDINANCE. NO PLANTS OR TREES WITHIN 18" AROUND METER OR BACKFLOW. NO SOLDER JOINTS.
2. ASSEMBLY TO BE 29" FROM FINISH GRADE TO CENTERLINE OF THE FLANGED 90° BEND.

WATER METER/BACKFLOW PREVENTER ASSEMBLY
DOMESTIC SERVICE (COMMERCIAL)
(N.T.S.)

FPUA COMMUNITY PROUD	WATER METER/BACKFLOW PREVENTER ASSEMBLY-DOMESTIC SERVICES (METER SIZE 2" OR LESS)	W-8
03-08 DESIGN / SLJ DRAWN BY / AJC CHECKED / AJC APPROVED	REVISIONS / COMPUTER FILE # WATER DETAILS 2006S2.DWG / SCALE N.T.S. / DATE 2010	WATER/WASTEWATER ENGINEERING / FT. PIERCE UTILITIES AUTHORITY / SHEET 1 OF 1

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
BRIAN A. GOOD, P.E.
P.E. LICENSE NUMBER 56939
445 24th STREET, SUITE 200
VERO BEACH, FL 32960
(772) 794-4100
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

FPUA UTILITY DETAILS

SHEET NO. 101

GENERAL NOTES

A. Design Specifications

1. FDOT Structures Manual dated January 2024 and subsequent Structures Design Bulletins.
2. American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor (LRFD) Bridge Design Specifications, 9th Edition, 2020 Customary US Units.

B. Governing Standards and Construction Specifications

Florida Department of Transportation, FY 2022-23 Standard Plans and revised Index Drawings as appended herein, and Florida Department of Transportation January 2022 Standard Specifications for Road and Bridge Construction, as amended by Contract Documents.

C. Vertical Datum

Vertical Datum used on the project is NAVD 88.

D. Environment

Bridge Number	Superstructure	Substructure
945275	EA	EA

SA = Slightly Aggressive, MA = Moderately Aggressive, EA = Extrememly Aggressive

E. Design Methodology

1. Load Resistance and Factor Design (LRFD) method using Strength, Service and Fatigue Limit States.

2. Operational Importance Factor - ηI = 1.0

F. Structural Analysis Program - LEAP Bridge Concrete V22

F. Design Loadings

1. Live Loads:
HL-93 with Dynamic Load Allowance

2. Dead Loads:

Texas Railing	350 plf
Reinforced Concrete	150 pcf

Design does include an allowance for 15 psf for Future Wearing Surface.

3. Utilities: A utility allowance of 1400 plf has been included in the design.

4. Wind Loads: 170 mph, Saint Lucie County, FL

G. Materials

1. Reinforcing Steel:
Approach Slab: Grade 60 Carbon steel per Specifications Section 931
Superstructure: Grade 60 Carbon steel per Specifications Section 931
Substructure: Grade 60 Stainless steel per Specifications Section 931
- All substructure reinforcing steel accessories (chairs, tie wire, etc.) shall be either stainless steel or plastic.

2. Concrete

Concrete Class	Compressive Strength (psi)	Location of Concrete in Structure
II (Bridge Deck)	4500 psi	Traffic Railings & Approach Slabs
IV with Shrinkage Reducing Admixtures	5500 psi	Cast-In-Place Superstructure & Sidewalks
IV	5500 psi	Cast-In-Place Substructure
V	6500 psi	Precast/Prestressed Concrete Piles
VI	8500 psi	Precast/Prestressed Concrete Flat Slabs

3. Concrete Cover

Cast-In-Place Superstructure (Except Top of Deck)	2"
Cast-In-Place Superstructure Top of Deck	2"
Precast Prestressed Florida Slab Beams	2"
Cast-In-Place Substructure (Cast Against Earth)	4½"
Cast-In-Place Substructure (Formed Surfaces)	4"

Concrete cover dimensions shown in the plans do not include placement and fabrication tolerances unless shown as "minimum cover". See Specifications Section 415 for allowable tolerances. All dimensions pertaining to the location of reinforcing steel are to centerline of bar except where clear dimension is noted to face of concrete.

H. Concrete Surface Finish

A non-sacrificial Anti-Graffiti coating, Graffiti Gard IV low luster Tex-cote or approved equal, shall be applied to the portions of the structure shown on the Surface Finish Detail on sheet "General Notes (2 of 2)". Cape Code Blue shall be applied to the Beams and sides of Arch, Antique Ivory shall be applied to the railings, top of seawall cap, and side of seawall cap.

I. Plan Dimensions

All dimensions in these plans are measured in feet either horizontally or vertically unless otherwise noted.

J. Utilities

For plan locations of existing utilities, see Plan and Elevation sheets. Locations of utilities, including under deck lighting, shown in the plans are approximate.

K. Bridge Name and Number

Place the following bridge name and number on the traffic railings in accordance with the Traffic Railing Standard Plans:

Bridge Name	Bridge Number
Moores Creek	945275

L. Screeding Deck Slabs

Screed the riding surface of the Bridge Deck and Approach Slabs to achieve the Finish Grade Elevations shown in the plans. Account for the theoretical deflections due to self weight, deck casting sequence, deck forming systems, construction loads, overlays and temporary shoring, etc. as required.

Br. No. 945275

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

BRIDGE GENERAL NOTES (1 OF 2)

SHEET NO. B-1

GENERAL NOTES (Continued)

M. Joints in Concrete

Construction joints will be permitted only at the locations indicated in the Plans. Additional construction joints or alterations to those shown shall require approval of the Engineer.

N. Existing Bridge Construction Considerations

Dimension Verification: Unless otherwise noted, the dimensions, elevations and intersecting angles shown are based on the information as detailed in the Original Construction Plans of the existing bridges and may not represent as-built conditions. It is the Contractor's responsibility to verify this data before beginning construction and notify the Engineer of any discrepancies.

O. Traffic Control Plans

For Traffic Control see the General Notes Sheet in the Roadway Plans.

P. Steel Sheet Pile Wall Notes

1. Prior to the removal of any existing concrete sheet pile wall on the north side of of Moores Creek, the steel sheet pile wall system shall be installed waterward of the existing wall.

2. The steel sheet pile wall system (both premanent and temporary) shall be driven and extracted (if applicable) using a non-impact, non-vibratory, press-in method (Giken or approved equal). Steel sheet piles shall be installed in accordance with the press-in method per Manufacturer's Recommendations. The vibrations recorded shall not exceed 0.50 in/sec at the nearest structure. The Contractor shall take action to reduce vibrations to an acceptable limit.

3. Where rock or strong material is encountered, the Contractor shall use non-impact and non-vibratory means to penetrate. Contractor is responsible to provide all equipement necissary to penetrate hard layers and achieve minimum tip elevation as shown in the plans.
4. Steel sheet piles shall be coated with the coal tar epoxy following specifications section 560 and 926. Coating shall be on both sides of the steel sheet pile wall from top of sheet pile down to depth of five feet below existing mudline.
5. Steel sheet piles shall have a minimum section as shown below and conform to ASTM A572 Grade 60.
6. Minimum steel sheet pile properties:

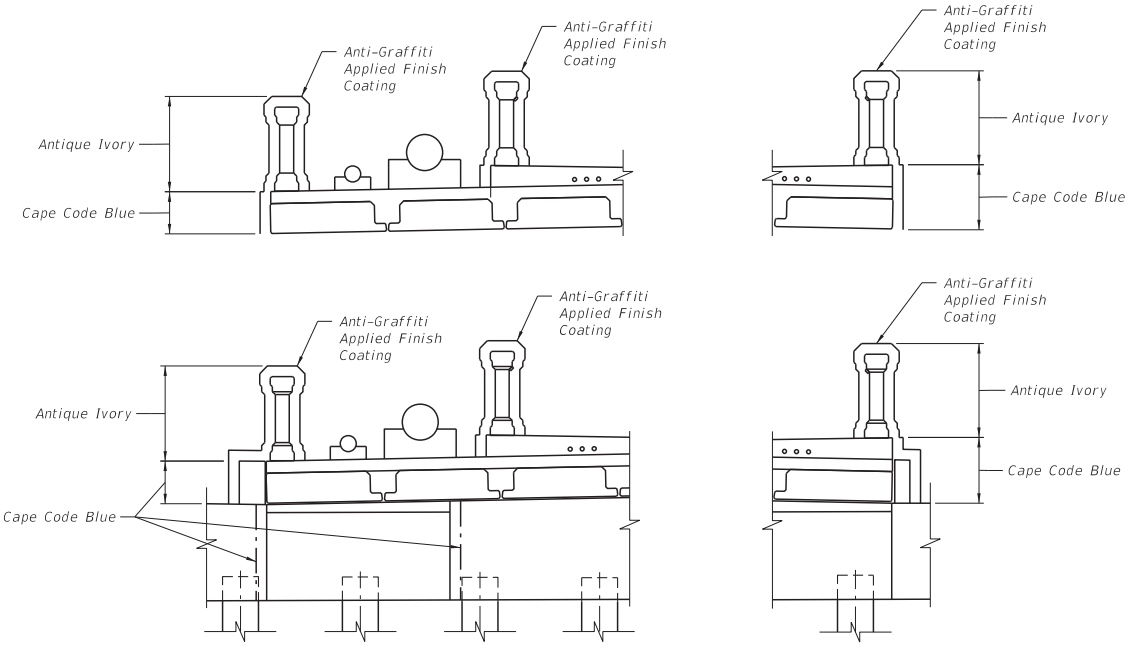
S_{min} = 34.8 in^3/ft
I_{min} = 288.4 in^4/ft

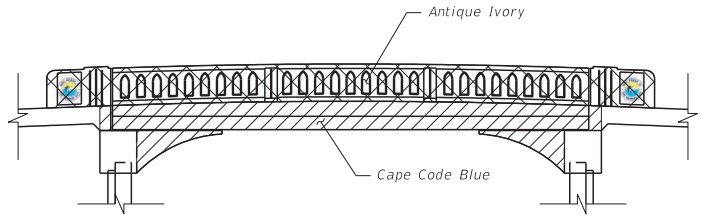
7. Minimum tip eleveation for steel sheet piles is Elevation -30.0.

ABBREVIATIONS:

CIP	=	Cast in Place
C.T.F.I.F	=	Cut to Fit in Field
EF	=	Each Face
FFBW	=	Front Face of Backwall
FF	=	Far Face
NF	=	Near Face
PC/PS	=	Precast/Prestressed
PGP	=	Profile Grade Point
PEJM	=	Premolded Expansion Joint Material
U.O.N.	=	Unless Otherwise Noted

Note: For additional standard abbreviations and symbols see FDOT Standard Plan Abbrev.





SURFACE FINISH DETAIL

Br. No. 945275

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

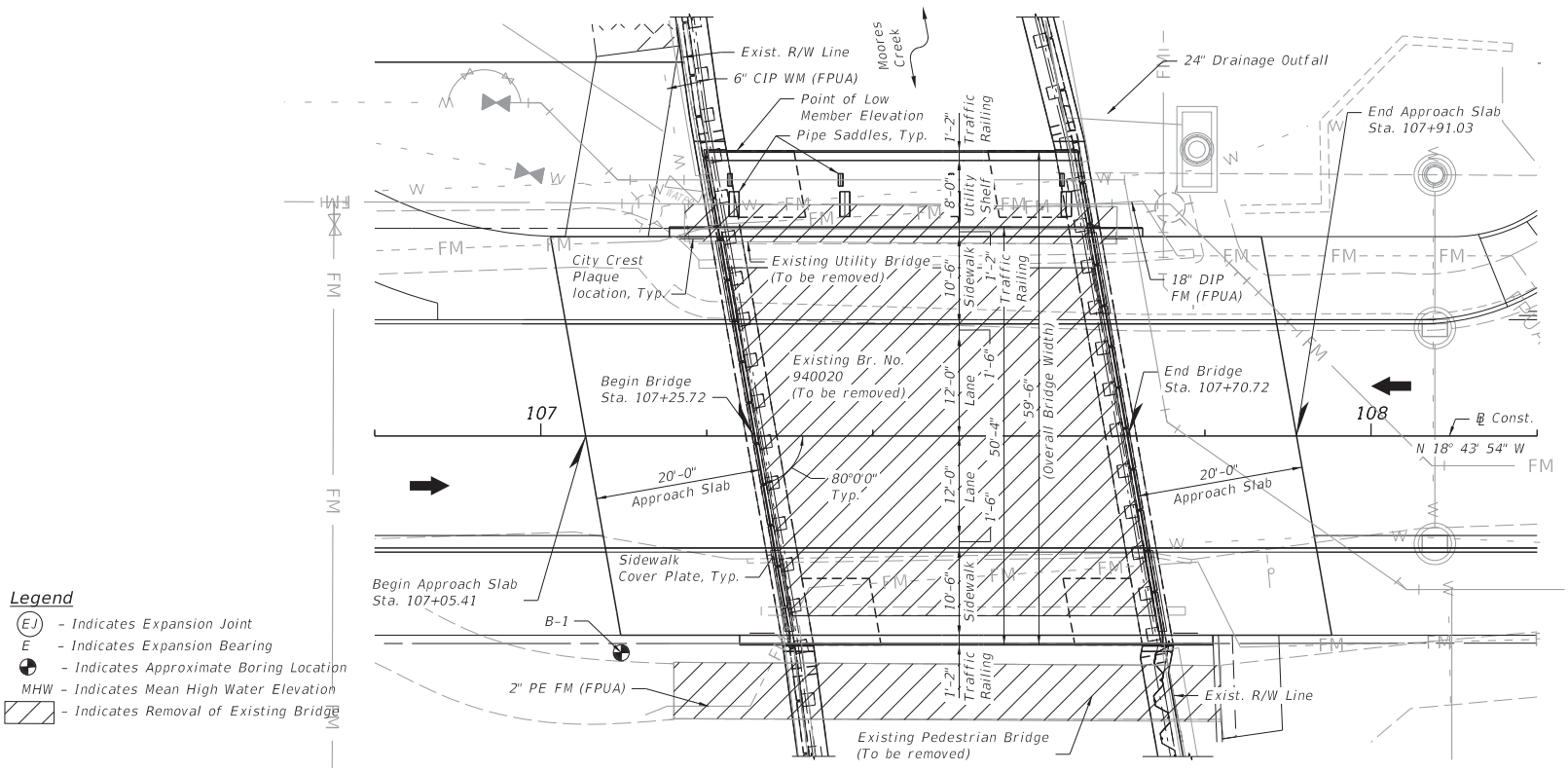
Kimley»Horn
JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

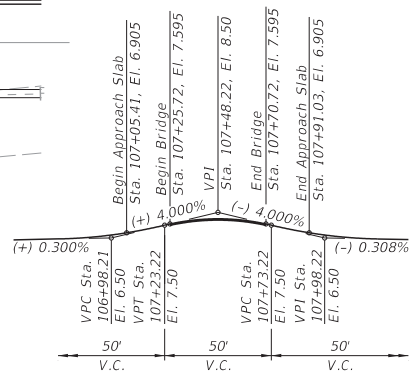
INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

BRIDGE GENERAL NOTES (2 OF 2)

SHEET NO.
B-2



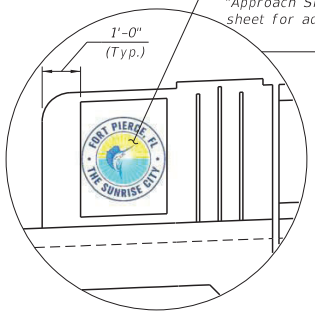
PLAN

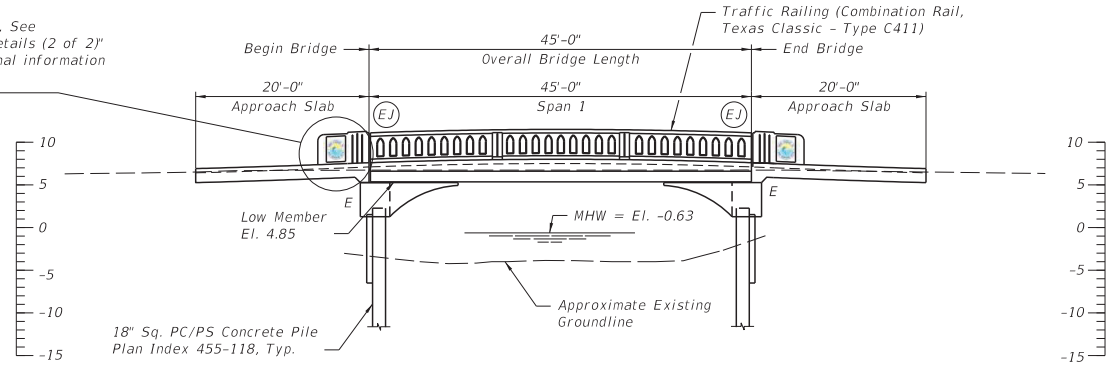


Vertical Curve Data

Legend

- (EJ) – Indicates Expansion Joint
- E – Indicates Expansion Bearing
- – Indicates Approximate Boring Location
- MHW – Indicates Mean High Water Elevation
- – Indicates Removal of Existing Bridge





ELEVATION

Br. No. 945275

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

PLAN AND ELEVATION

SHEET NO. B-3

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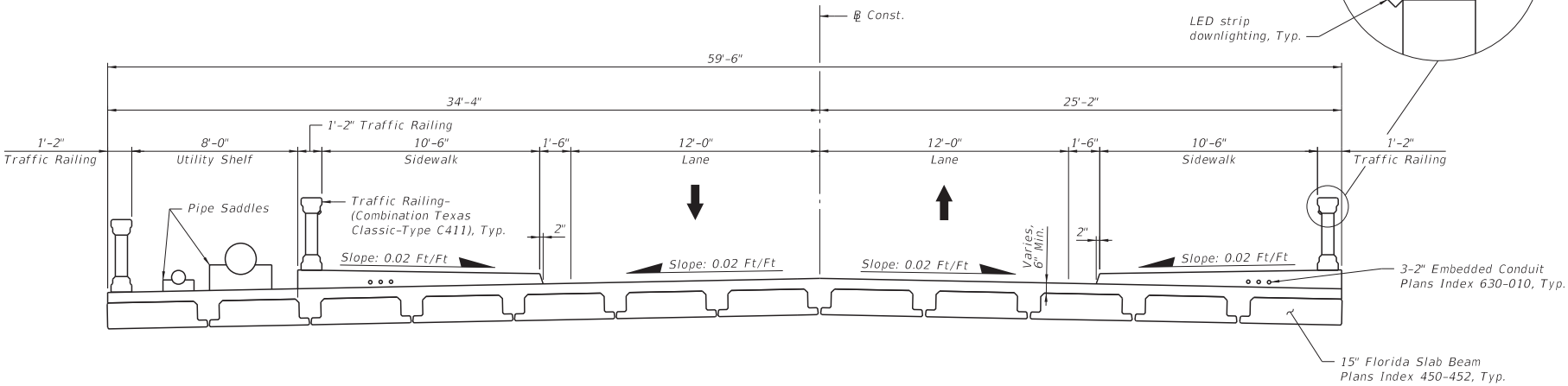

TYPICAL SECTION

Br. No. 945275

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

BRIDGE TYPICAL SECTION

SHEET NO.
B-4

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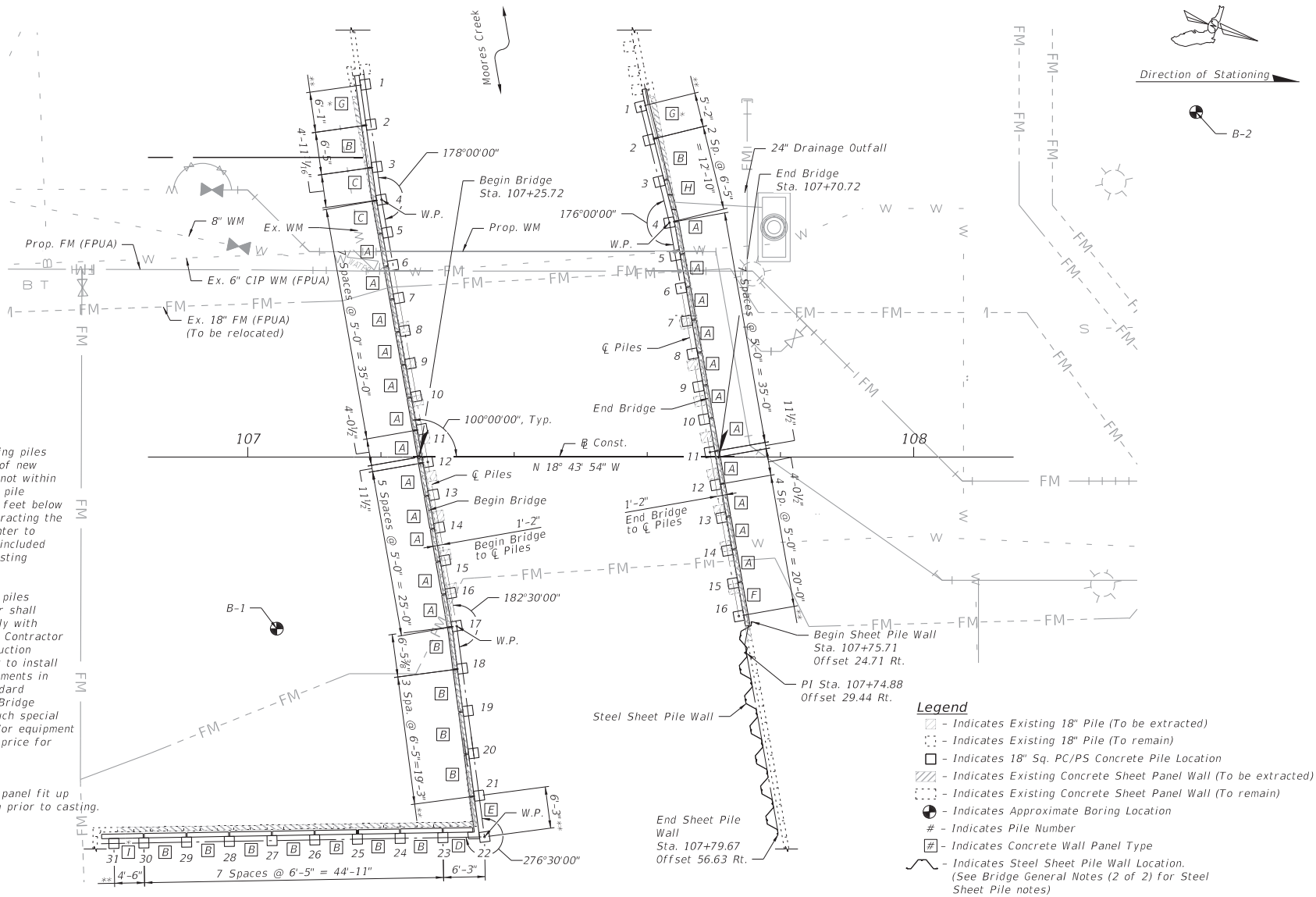

Notes:

1. Remove and extract all existing piles within 3'-0" center to center of new pile locations. Existing piles not within 3'-0" center to center of new pile locations are to be cut off 2 feet below the mud line. The cost of extracting the existing piles within 3'-0" center to center of removal of existing structure.

2. After extracting the existing piles depicted above the Contractor shall back fill the holes immediately with A-3 sand using a tremie. The Contractor shall consider special construction procedures and/or equipment to install the piles to meet the requirements in Section 455-5.15 of the Standard Specifications for Road and Bridge Construction. The cost for such special construction procedures and/or equipment shall be included in the unit price for concrete pile.

* - Contractor to field confirm panel fit up with exisitng wall to remain prior to casting.

** - Measured along ℄ Piles.

PLAN

Br. No. 945275

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

FOUNDATION LAYOUT

SHEET NO.
B-5

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PILE DATA TABLE

INSTALLATION CRITERIA								DESIGN CRITERIA							
PIER or BENT NUMBER	PILE SIZE (in.)	NOMINAL BEARING RESISTANCE (tons)	NOMINAL UPLIFT RESISTANCE (tons)	MINIMUM TIP ELEVATION (ft.)	PRODUCTION PILE ORDER LENGTH (ft.)	REQUIRED JET ELEVATION (ft.)	REQUIRED PREFORM ELEVATION (ft.)	FACTORED DESIGN LOAD (tons)	FACTORED DESIGN UPLIFT LOAD (tons)	DOWN DRAG (tons)	TOTAL SCOUR RESISTANCE (tons)	NET SCOUR RESISTANCE (tons)	100-YEAR SCOUR ELEVATION (ft.)	Ø COMPRESSION	Ø UPLIFT
End Bent 1 (1-4)	18	33	N/A	-35.0	55	N/A	N/A	20	N/A	N/A	4.7	N/A	-8.0	0.75	N/A
End Bent 1 (5-17)	18	135	N/A	-36.0	65	N/A	N/A	96	N/A	N/A	4.7	N/A	-8.0	0.75	N/A
End Bent 1 (18-31)	18	33	N/A	-35.0	55	N/A	N/A	20	N/A	N/A	4.7	N/A	-8.0	0.75	N/A
End Bent 2 (1-3)	18	33	N/A	-35.0	55	N/A	N/A	20	N/A	N/A	4.7	N/A	-8.0	0.75	N/A
End Bent 2 (4-16)	18	135	N/A	-36.0	65	N/A	N/A	96	N/A	N/A	4.7	N/A	-8.0	0.75	N/A

$$\frac{\text{Factored Design Load} + \text{Net Scour Resistance} + \text{Down Drag}}{\emptyset} \leq \text{Nominal Bearing Resistance}$$

UPLIFT RESISTANCE – The ultimate side friction capacity that must be obtained below the 100 year scour elevation to resist pullout of the pile (Specify only when design requires uplift capacity).

TOTAL SCOUR RESISTANCE – An estimate of the ultimate static side friction resistance provided by the scourable soil.

NET SCOUR RESISTANCE – An estimate of the ultimate static side friction resistance provided by the soil from the required preformed or jetting elevation to the scour elevation.

100-YEAR SCOUR ELEVATION – Estimated elevation of scour due to the 100 year storm event.

PILE INSTALLATION NOTES:

1. Contractor to verify location of all utilities prior to any pile installation activities.
2. Minimum Tip Elevation is required for lateral stability.
3. No jetting will be allowed without the approval of the Engineer.
4. At each Bent, pile driving is to commence at the center of the Bent and proceed outward.

BR. NO. 945275

REVISIONS					
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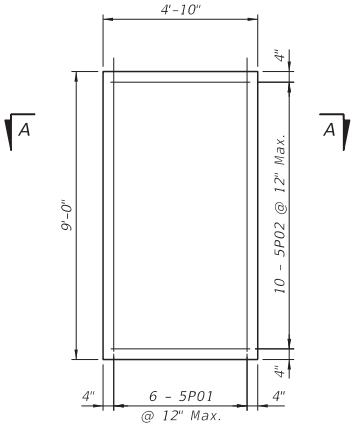
Kimley»Horn
JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

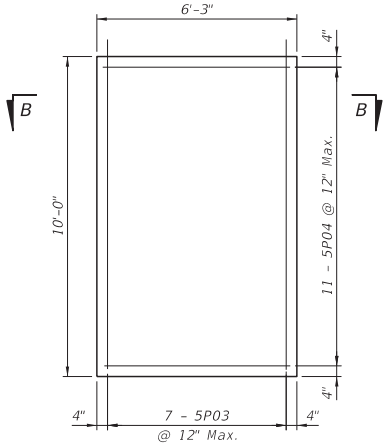
INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

PILE DATA TABLE

SHEET NO. B-6



TYPE A - CONCRETE WALL PANEL



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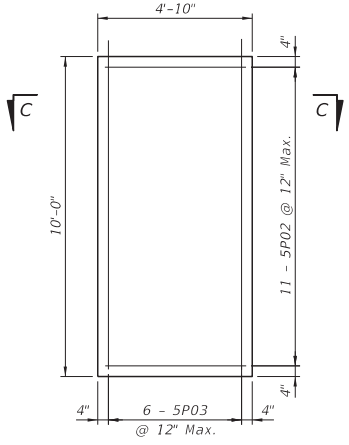

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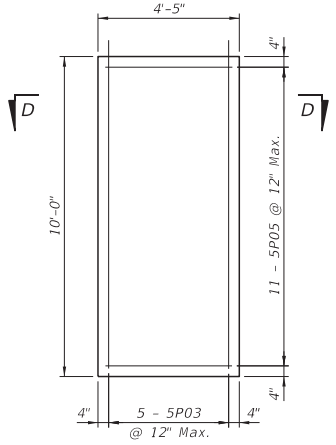

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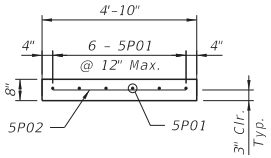
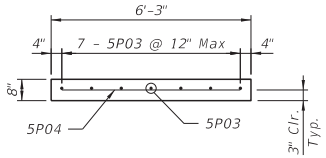


SECTION A-A



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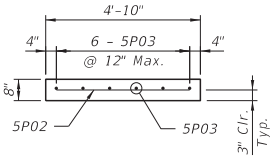
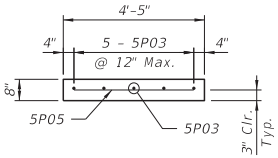


SECTION C-C



SECTION D-D

Br. No. 945275

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

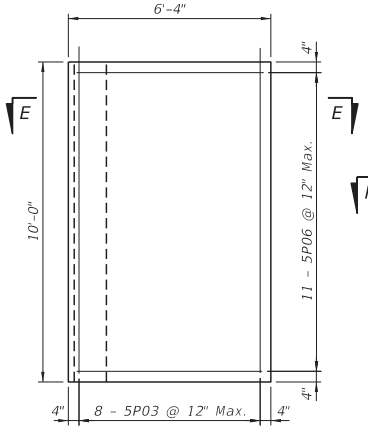
Kimley»Horn
JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

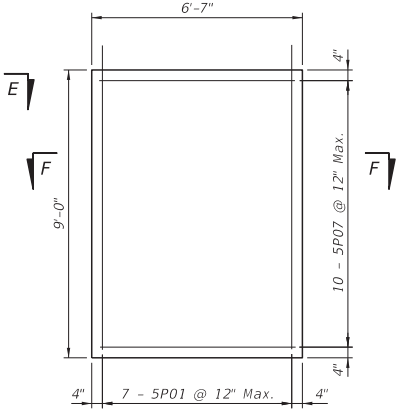
INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

WALL PANEL DETAILS (1 OF 4)

SHEET NO.
B-7



TYPE E - CONCRETE WALL PANEL



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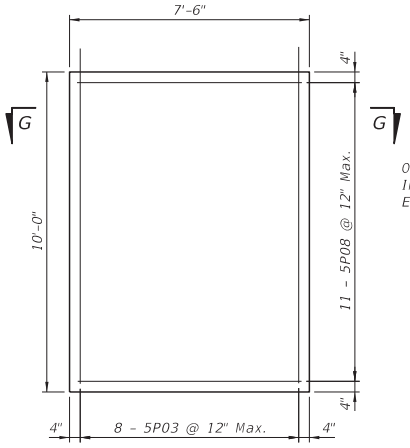
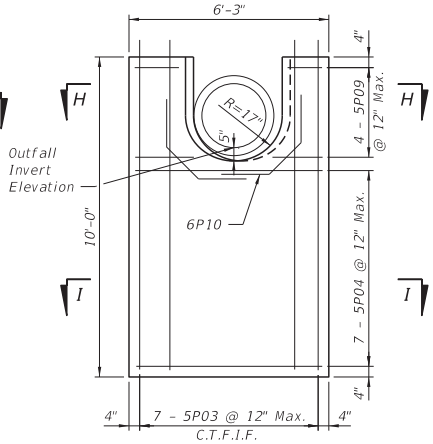
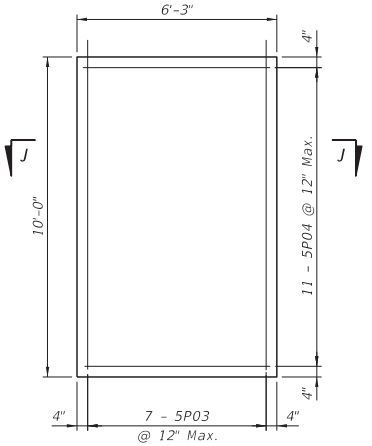


TYPE G - CONCRETE WALL PANEL

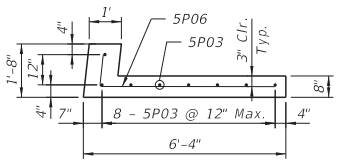


TYPE H - CONCRETE WALL PANEL

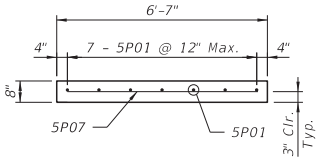


TYPE I - CONCRETE WALL PANEL

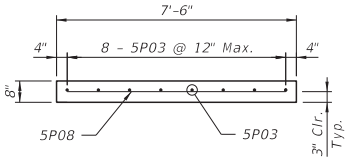
Type I Wall Panel Notes
1. Prior to casting type I wall Panel, Contractor shall review existing south seawall (to Remain) and confirm wall panel fit up. Contractor shall adjust Type I wall panel geometry as needed to ensure fit up with south seawall (to remain).



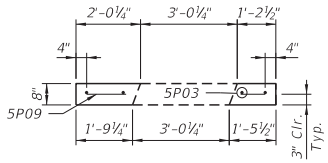
SECTION E-E



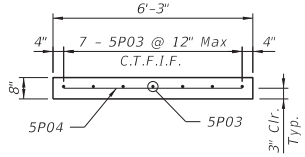
SECTION F-F



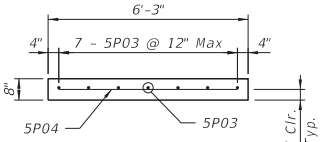
SECTION G-G



SECTION H-H



SECTION I-I



SECTION J-J

BR. NO. 945275

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

WALL PANEL DETAILS (2 OF 4)

SHEET NO.
B-8

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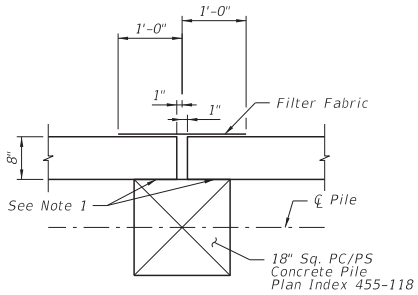
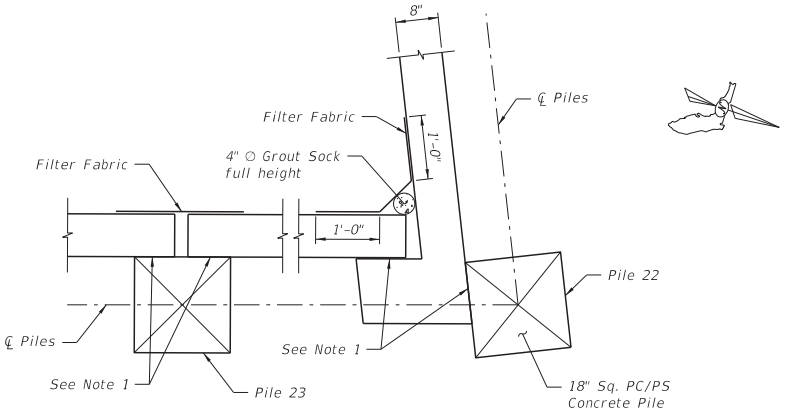
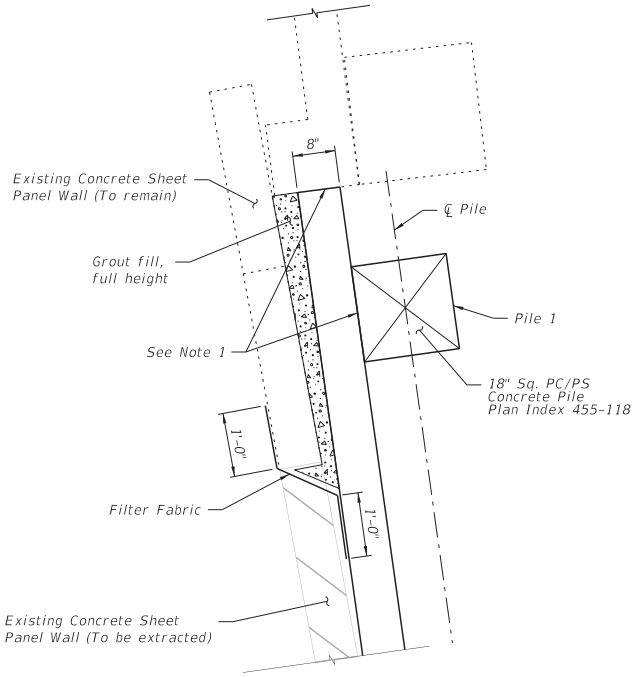


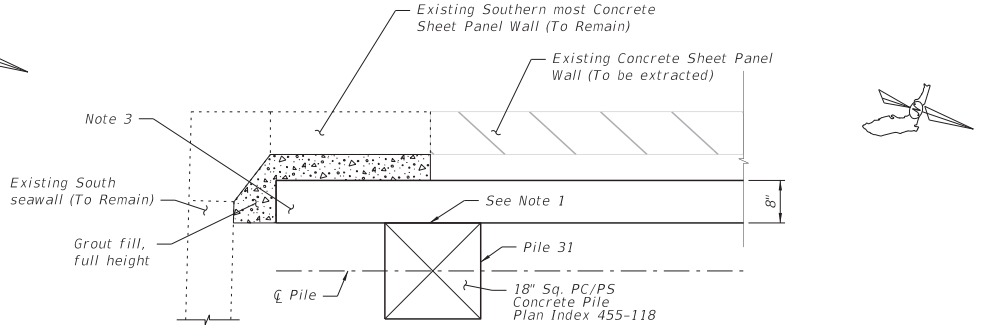
TYPICAL CONCRETE WALL PANEL JOINT DETAIL



END BENT 1 - EAST WALL CORNER DETAIL



END BENT 1 - WEST WALL END DETAIL



END BENT 1 - SOUTHEAST WALL END DETAIL

Notes:

1. Provide positive contact for full height of panels between posts as necessary using grout, grout socks, or other methods approved by the Engineer.
2. Dimension can vary from 0" min. to 2" max. for pile post placement tolerance.
3. Prior to casting wall panel, Contractor shall review existing south seawall (to Remain) and confirm wall panel fit up. Contractor shall adjust wall panel geometry as needed to ensure fit up with south seawall (to remain).

Br. No. 945275

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

WALL PANEL DETAILS (3 OF 4)

SHEET NO.
B-9

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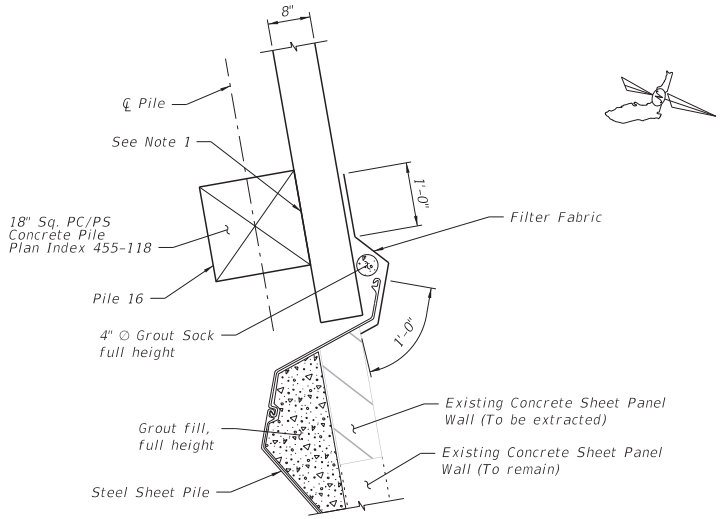
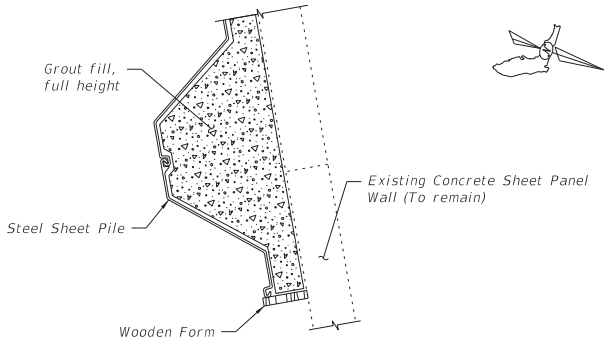
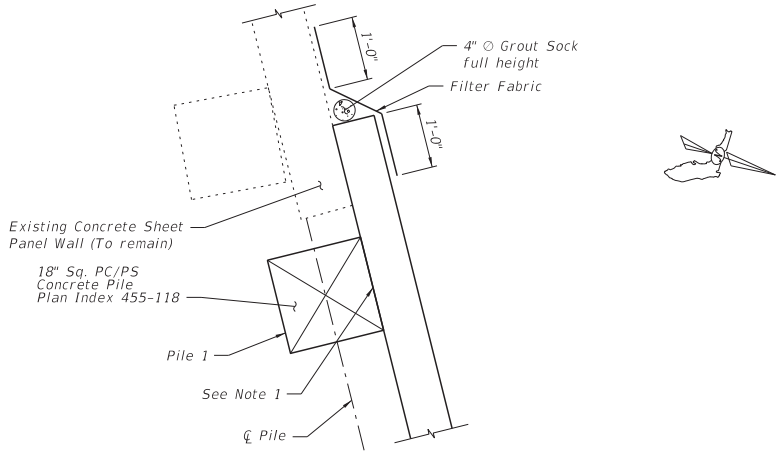


END BENT 2 - EAST WALL TRANSITION DETAIL



END BENT 2 - STEEL SHEET PILE DETAIL



END BENT 2 - WEST CONCRETE WALL PANEL END DETAIL

Notes:

1. Provide positive contact for full height of panels between posts as necessary using grout, grout socks, or other methods approved by the Engineer.
2. Dimension can vary from 0" min. to 2" max. for pile post placement tolerance.

Br. No. 945275

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

WALL PANEL DETAILS (4 OF 4)

SHEET NO.
B-10

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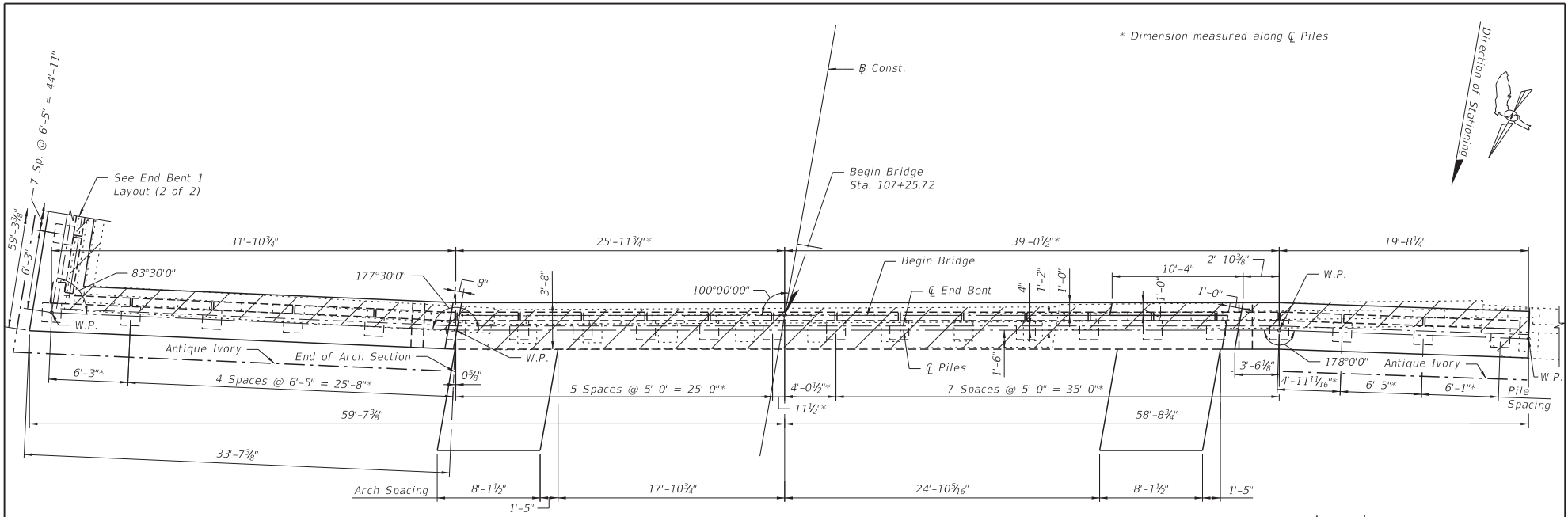


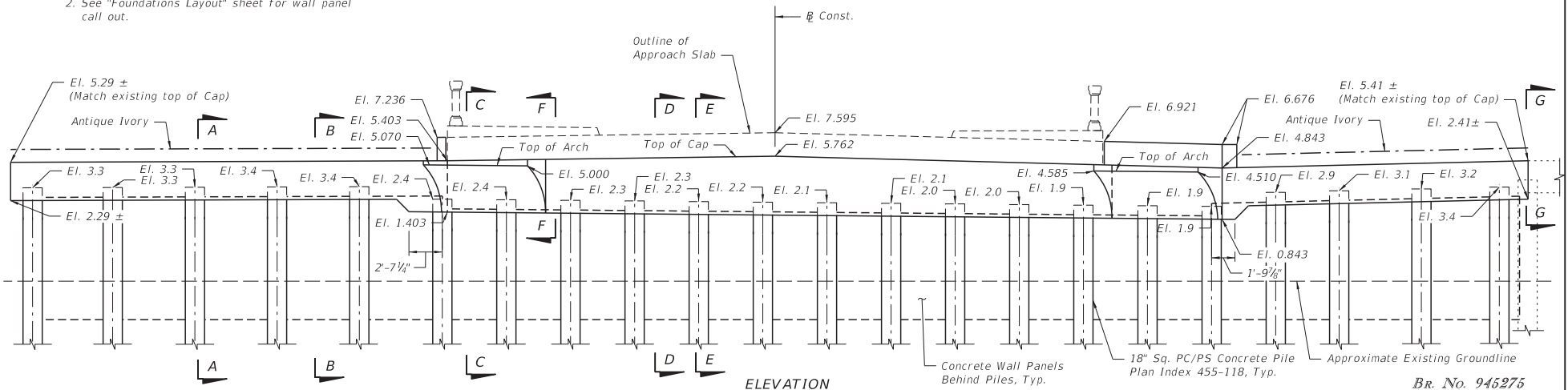
PLAN

Notes:

1. For Sections A-A, B-B, C-C, D-D, E-E, F-F, and G-G see "End Bent 1 Details (4 of 4)" sheet.
2. See "Foundations Layout" sheet for wall panel call out.

Legend

– Indicates removal of existing End Bent and Wall System



ELEVATION

Br. No. 945275

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

END BENT 1 LAYOUT (1 OF 2)

SHEET NO.
B-11

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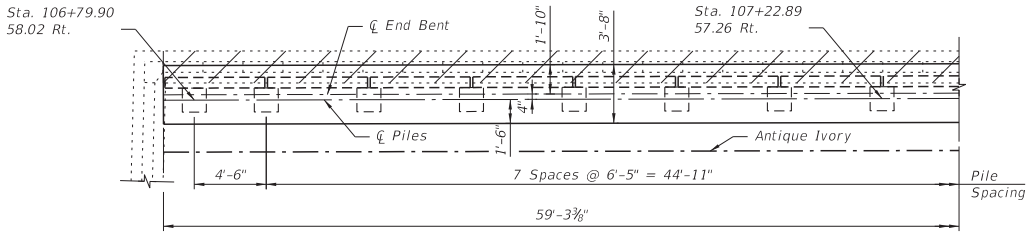
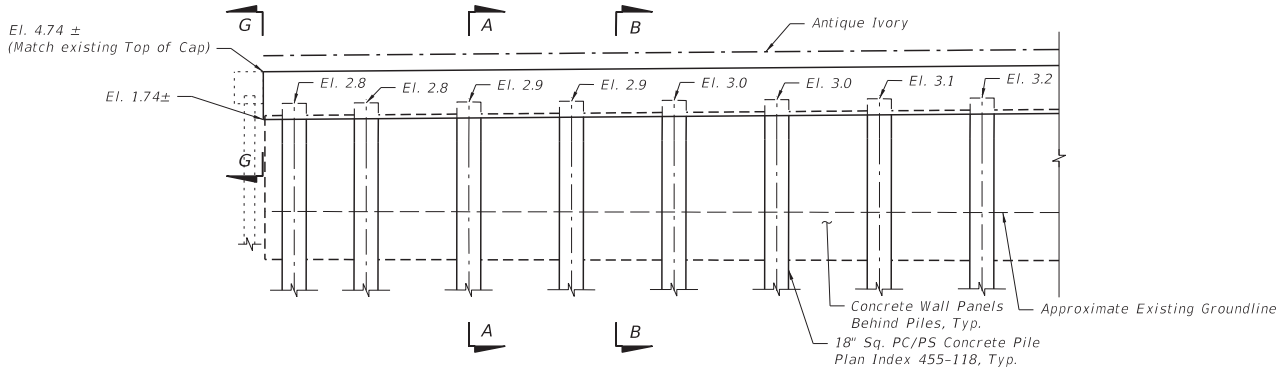


PLAN



Legend

– Indicates removal of existing End Bent and Wall System



ELEVATION

Notes:

1. For Sections A-A, B-B, and G-G see "End Bent 1 Details (4 of 4)" sheet.
2. See "Foundations Layout" sheet for wall panel call out.

Br. No. 945275

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

END BENT 1 LAYOUT (2 OF 2)

SHEET NO.
B-12

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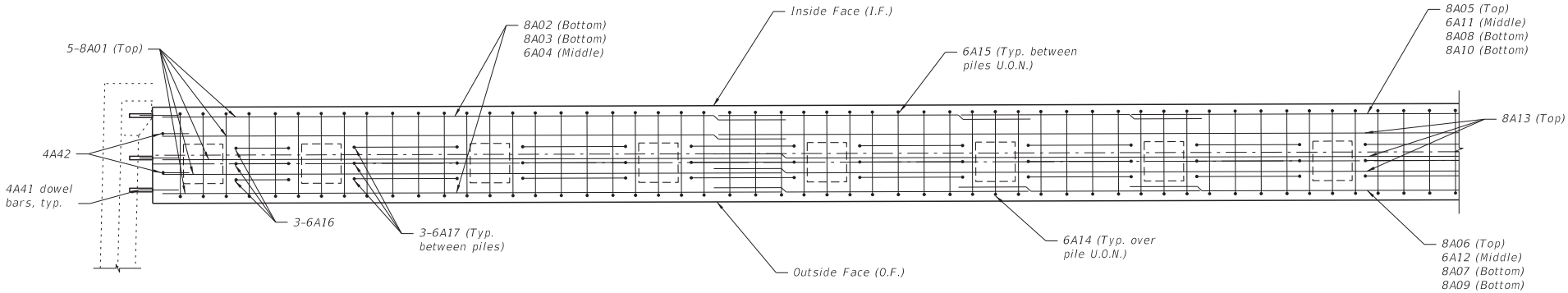
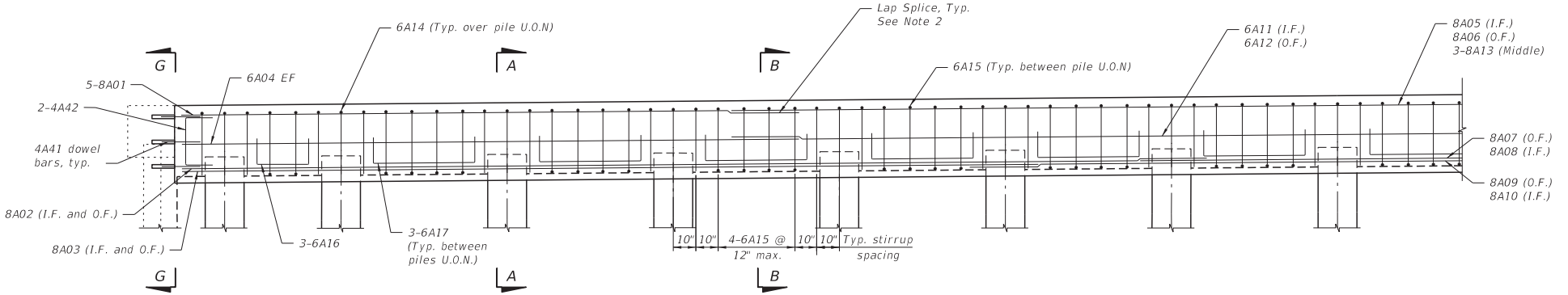


PLAN

Notes:

1. For Sections A-A, B-B, and G-G see "End Bent 1 Details (4 of 4)" sheet.
2. All lap splices shall meet the below minimum splices lengths:

   #4 bars - 18"
   #6 bars - 24"
   #8 bars - 36"



ELEVATION

Br. No. 945275

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

END BENT 1 DETAILS (1 OF 4)

SHEET NO.
B-13

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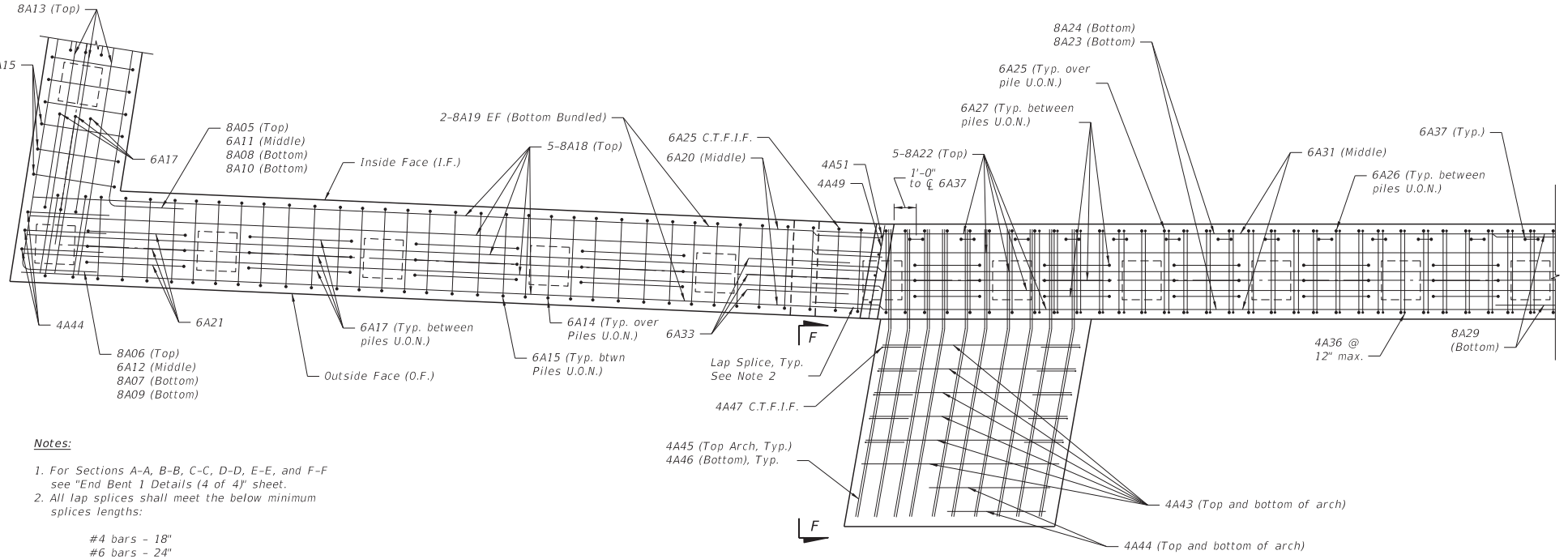
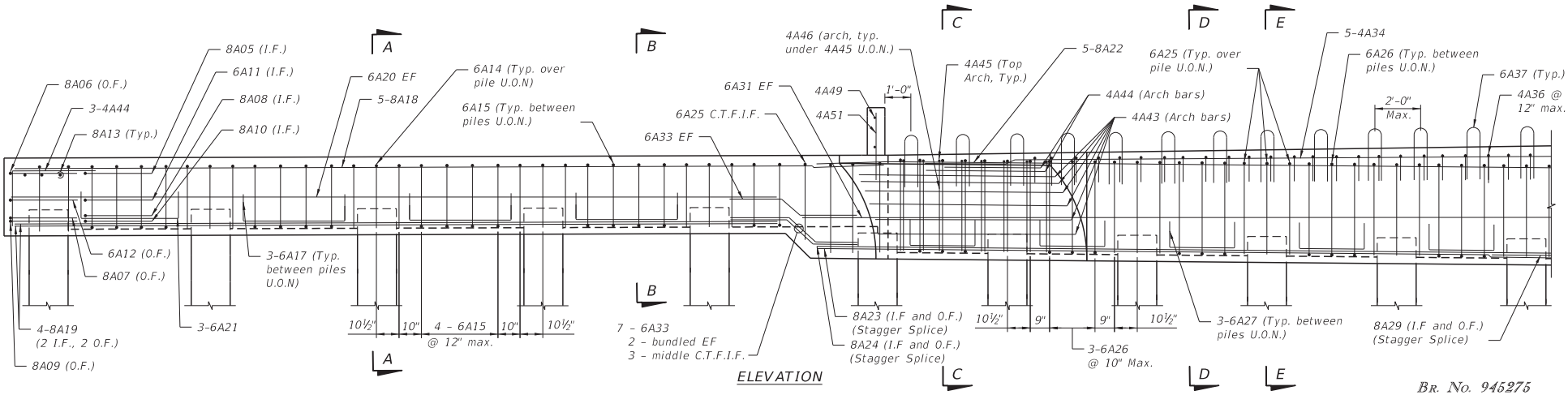


PLAN

Notes:

1. For Sections A-A, B-B, C-C, D-D, E-E, and F-F see "End Bent 1 Details (4 of 4)" sheet.
2. All lap splices shall meet the below minimum splices lengths:

   #4 bars - 18"
   #6 bars - 24"
   #8 bars - 36"



ELEVATION

BR. NO. 945275

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

END BENT 1 DETAILS (2 OF 4)

SHEET NO. B-14

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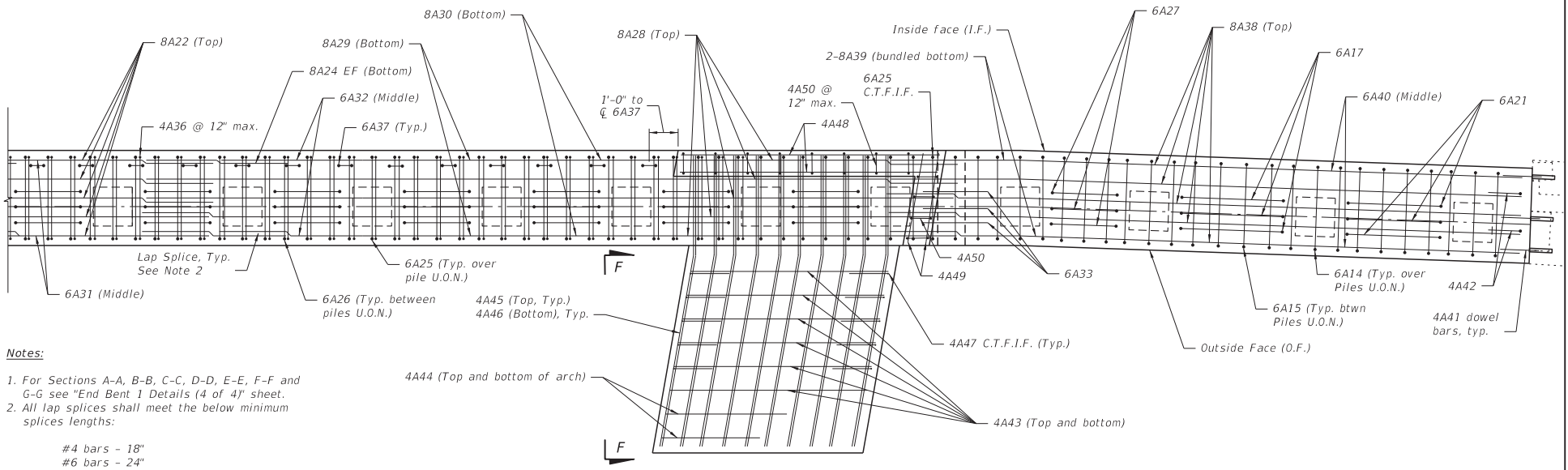
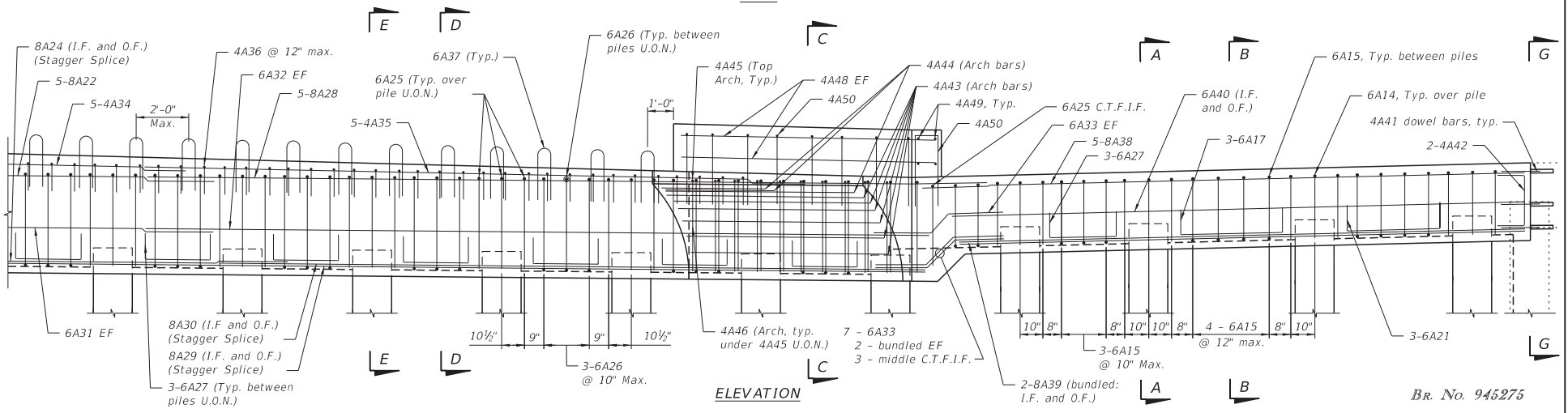


PLAN

Notes:

1. For Sections A-A, B-B, C-C, D-D, E-E, F-F and G-G see "End Bent 1 Details (4 of 4)" sheet.
2. All lap splices shall meet the below minimum splices lengths:

   #4 bars - 18"
   #6 bars - 24"
   #8 bars - 36"



ELEVATION

BR. No. 945275

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

END BENT 1 DETAILS (3 OF 4)

SHEET NO. B-15

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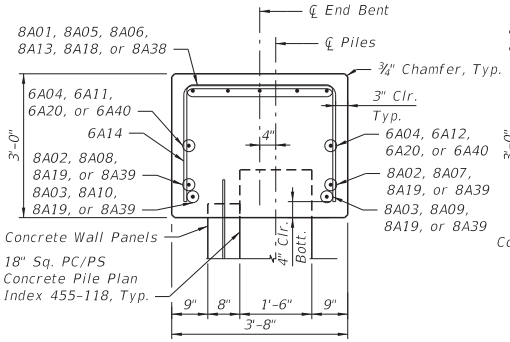
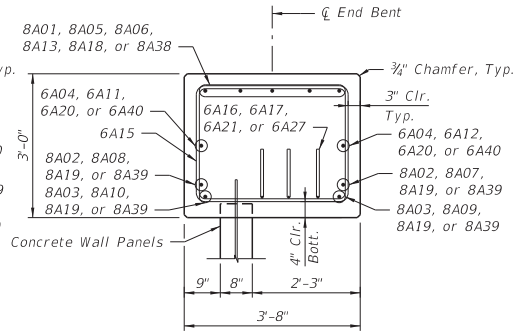
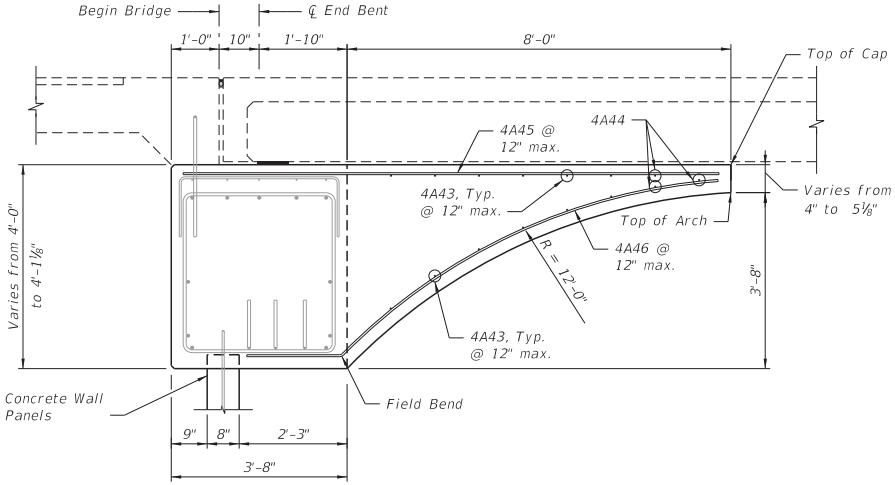


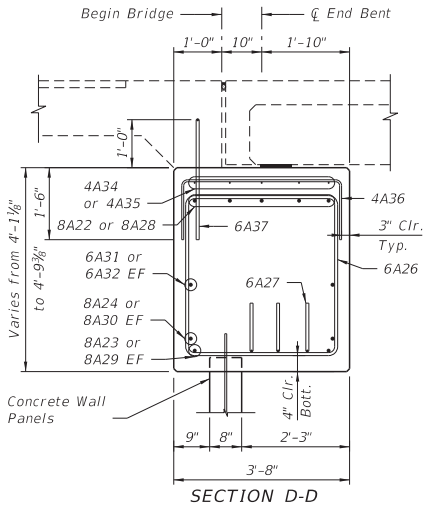
SECTION A-A



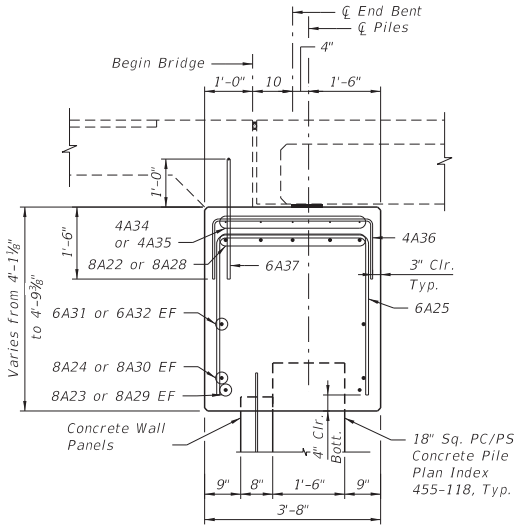
SECTION B-B



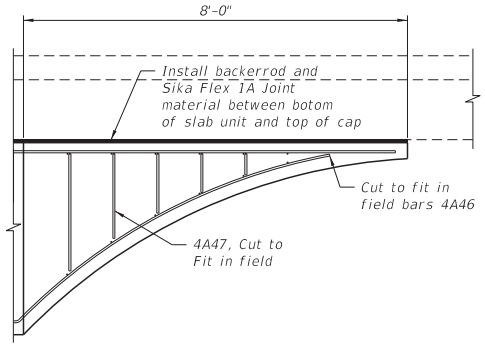
SECTION C-C



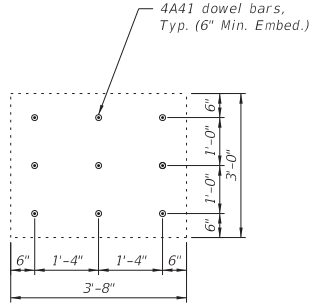
SECTION D-D



SECTION E-E



SECTION F-F



SECTION G-G

BR. NO. 945275

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

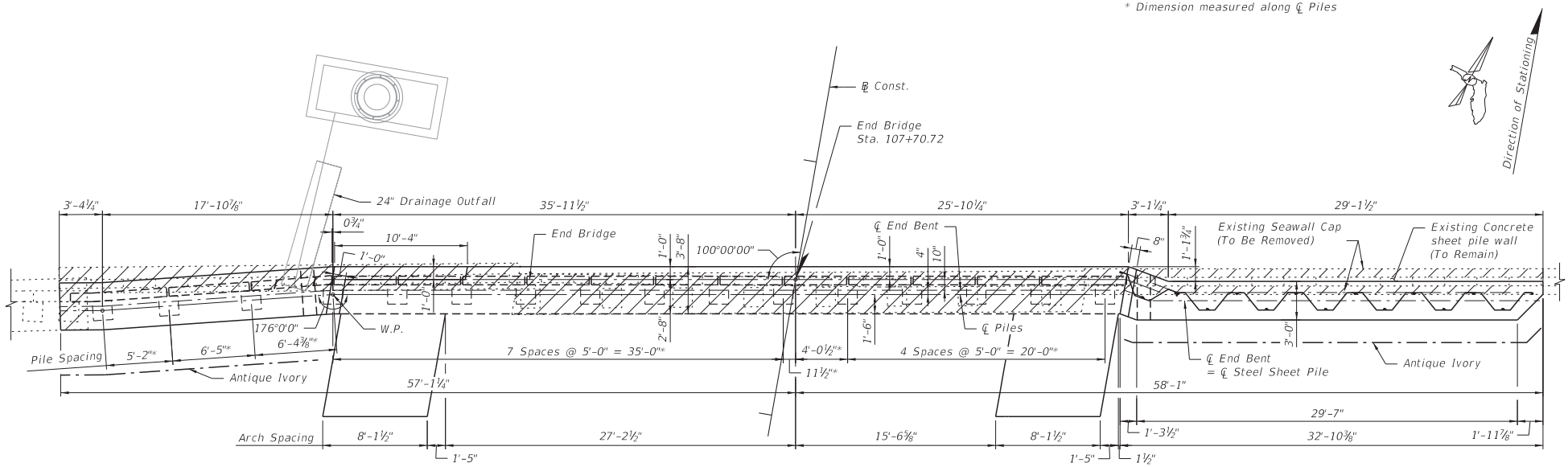
Kimley»Horn
JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

END BENT 1 DETAILS (4 OF 4)

SHEET NO.
B-16



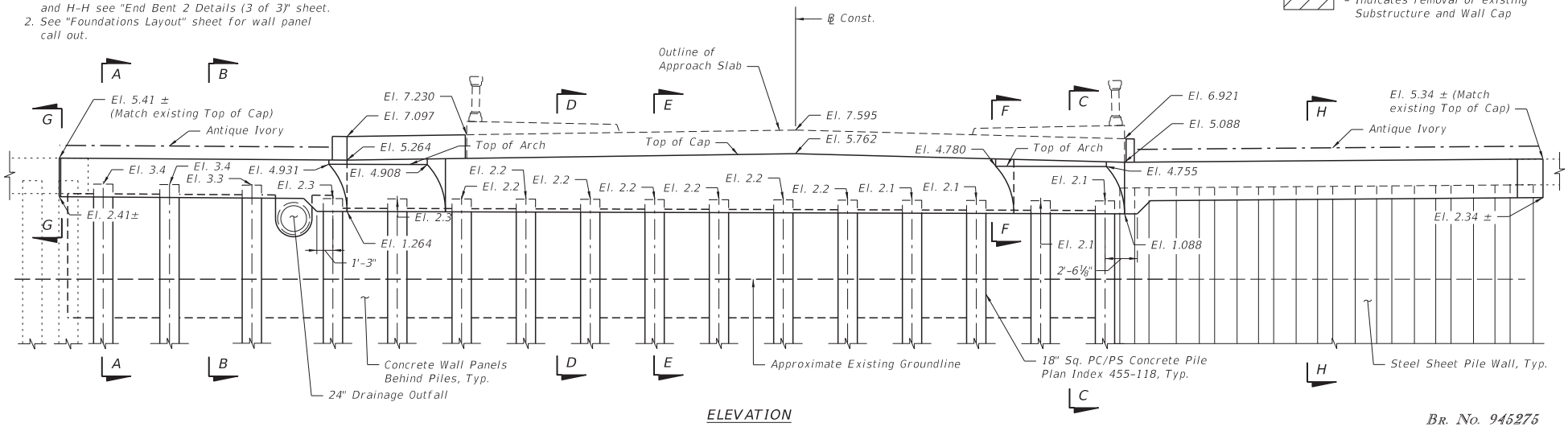
PLAN

Notes:

1. For Sections A-A, B-B, C-C, D-D, E-E, F-F, G-G, and H-H see "End Bent 2 Details (3 of 3)" sheet.
2. See "Foundations Layout" sheet for wall panel call out.

Legend

– Indicates removal of existing Substructure and Wall Cap



ELEVATION

Br. No. 945275

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

END BENT 2 LAYOUT

SHEET NO.
B-17

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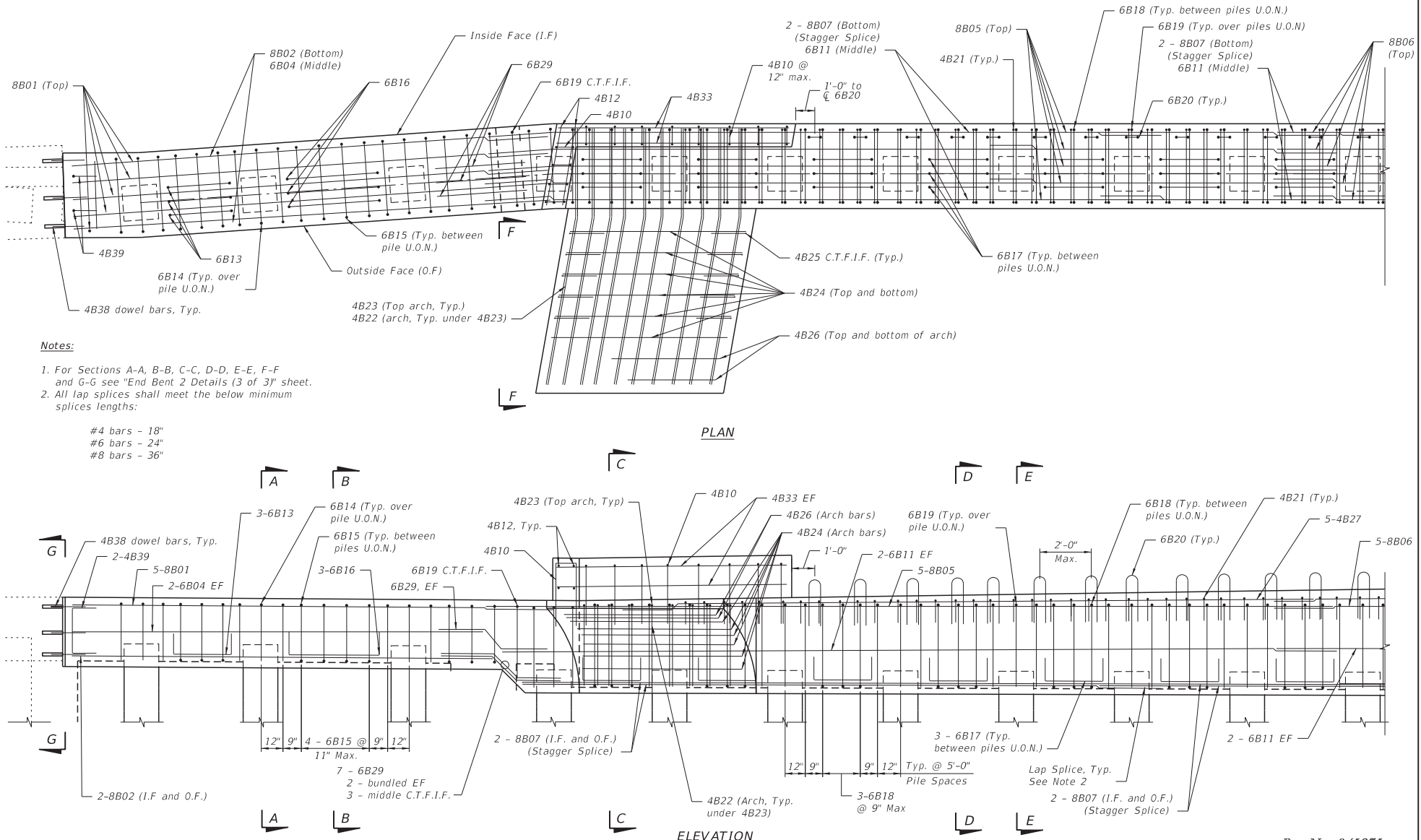

Notes:

1. For Sections A-A, B-B, C-C, D-D, E-E, F-F and G-G see "End Bent 2 Details (3 of 3)" sheet.
2. All lap splices shall meet the below minimum splices lengths:

   #4 bars - 18"
   #6 bars - 24"
   #8 bars - 36"

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JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
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CORRIDOR IMPROVEMENTS

END BENT 2 DETAILS (1 OF 3)

SHEET NO.
B-18

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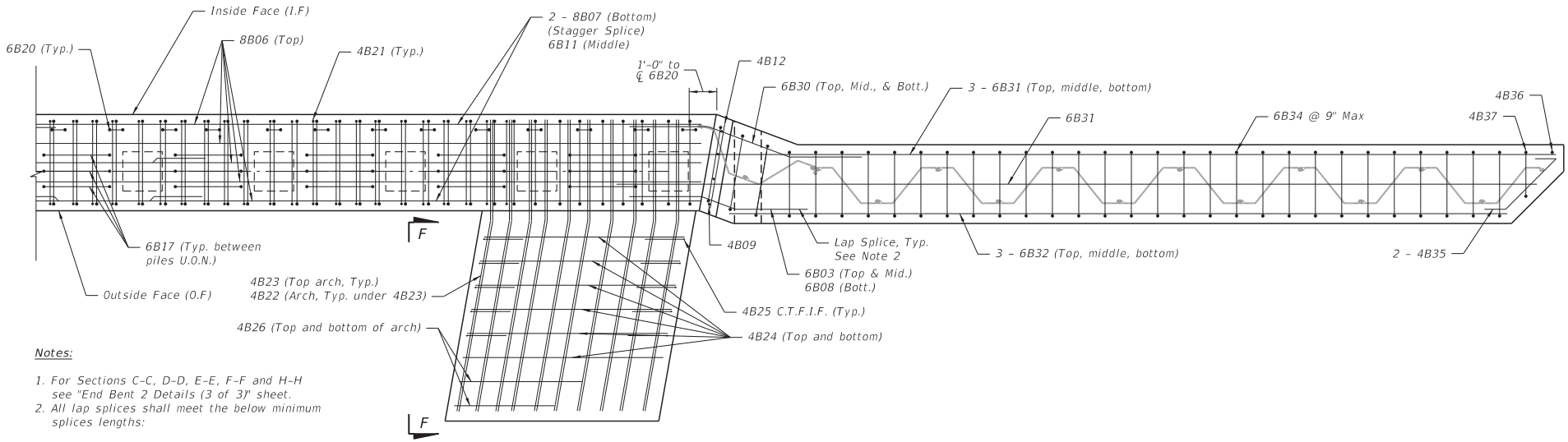
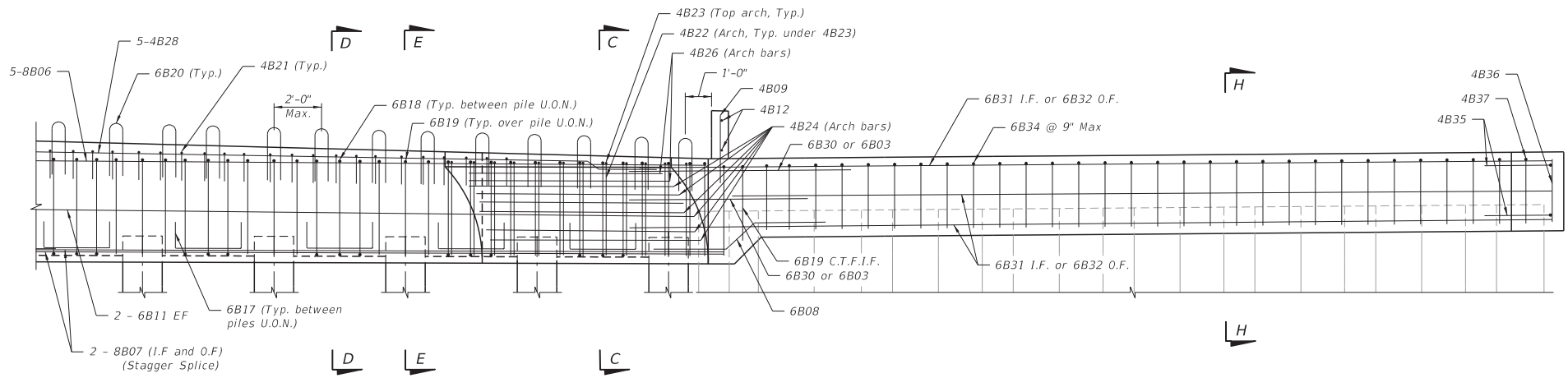


Notes:

1. For Sections C-C, D-D, E-E, F-F and H-H see "End Bent 2 Details (3 of 3)" sheet.
2. All lap splices shall meet the below minimum splices lengths:

   #4 bars - 18"
   #6 bars - 24"
   #8 bars - 36"

PLAN



ELEVATION

Br. No. 945275

REVISIONS					
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P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

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INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

END BENT 2 DETAILS (2 OF 3)

SHEET NO.
B-19

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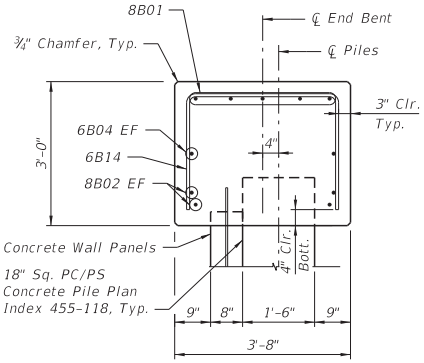
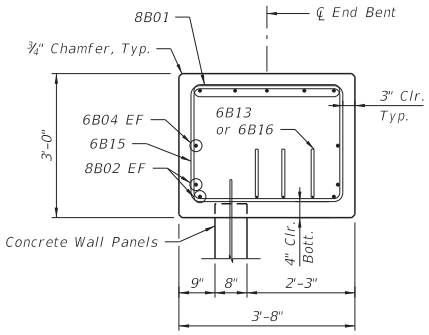
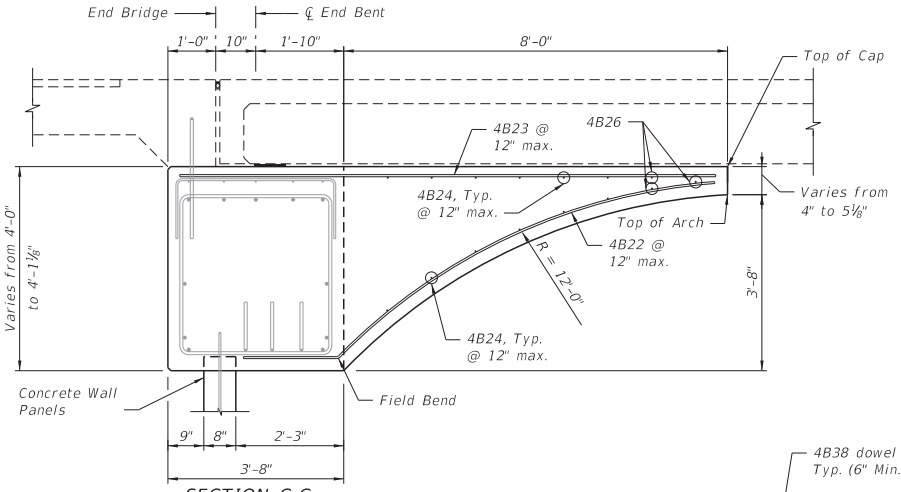


SECTION A-A



SECTION B-B



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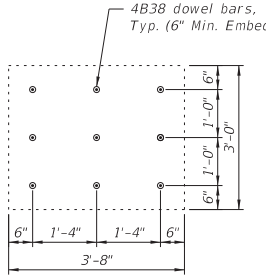

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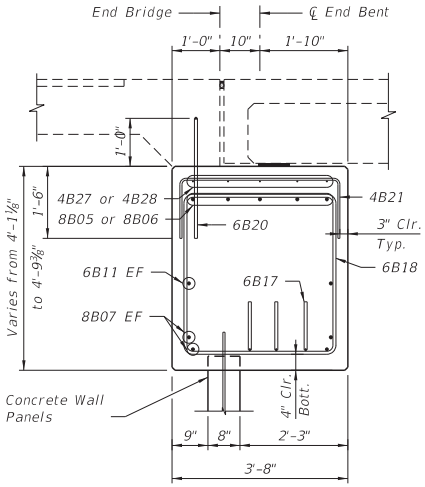
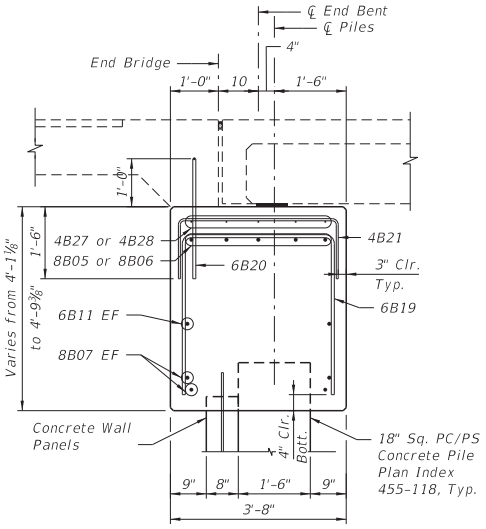
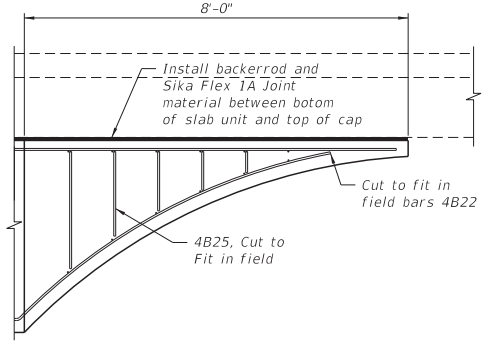


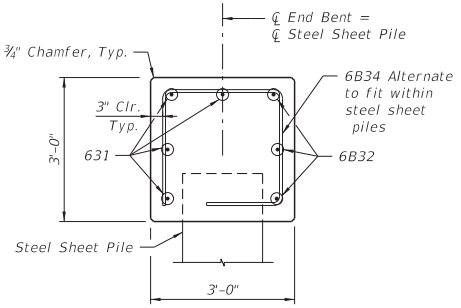
SECTION D-D



SECTION E-E



SECTION F-F



SECTION H-H

Br. No. 945275

REVISIONS					
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JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

END BENT 2 DETAILS (3 OF 3)

SHEET NO. B-20

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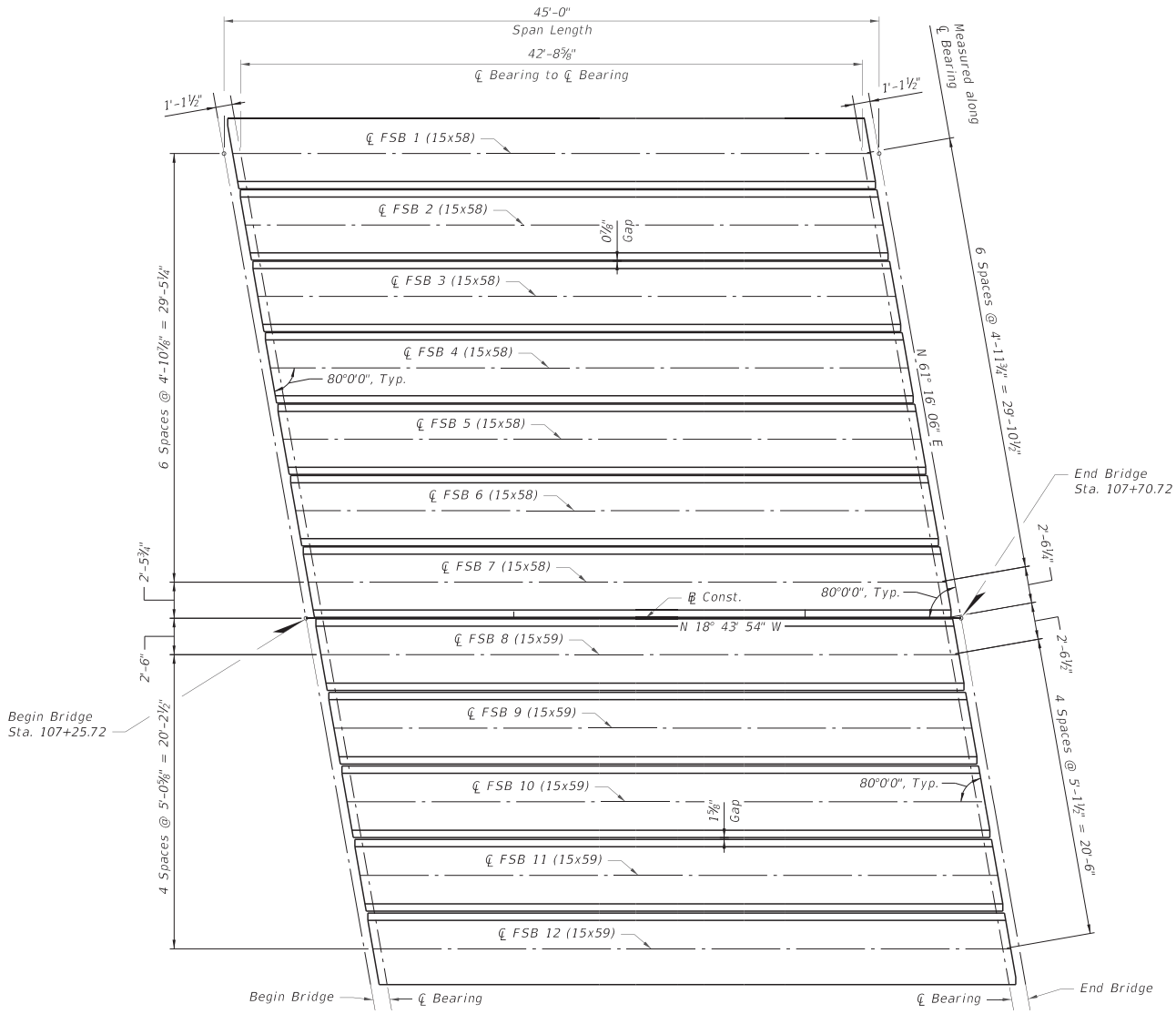

Notes:
1. See "Plan and Elevation" sheet for vertical curve data.

PLAN

Br. No. 945275

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P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

FRAMING PLAN

SHEET NO.
B-21

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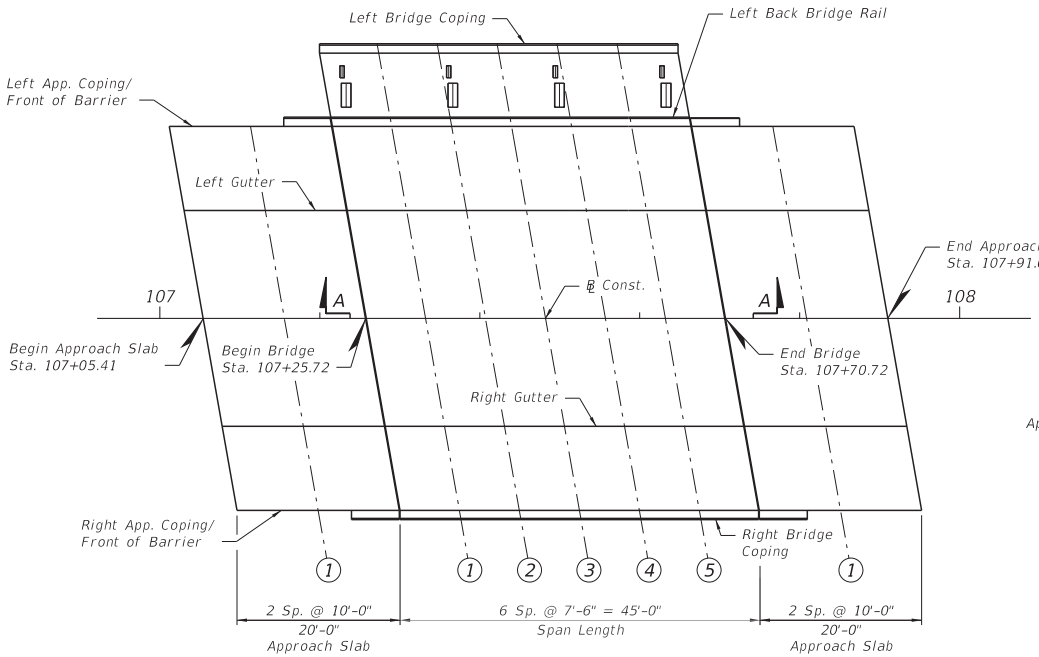
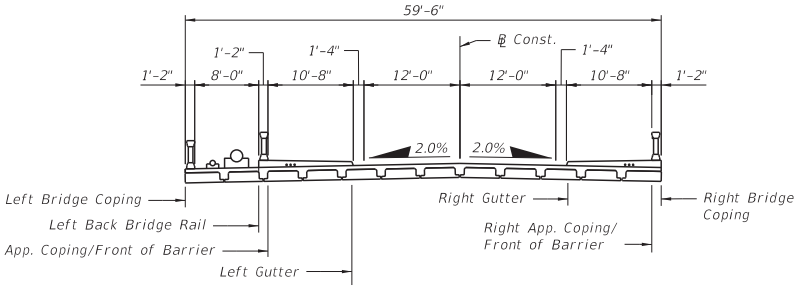
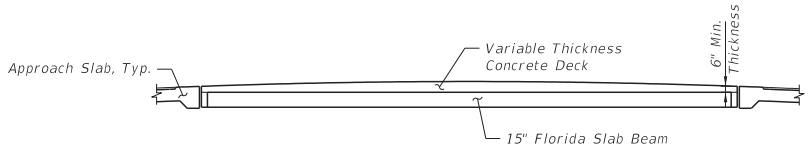


PLAN



TYPICAL SECTION SHOWING FINISH GRADE ELEVATIONS



SECTION A-A

LOCATION	Offset (ft)	Begin Approach Slab	①	Begin Bridge	①	②	③	④	⑤	End Bridge	①	End Approach Slab
Left Bridge Coping	34.333	N/A	N/A	6.676	6.959	7.166	7.284	7.312	7.249	7.097	N/A	N/A
Left Back Bridge Rail	25.167	N/A	N/A	6.921	7.194	7.383	7.481	7.489	7.407	7.236	N/A	N/A
Left App. Coping/Front of Barrier	24.000	6.318	6.597	6.952	7.224	7.410	7.506	7.512	7.427	7.253	6.887	6.545
Left Gutter	13.333	6.577	6.870	7.239	7.493	7.656	7.729	7.712	7.605	7.409	7.032	6.703
℄ Const.	0.000	6.905	7.215	7.595	7.820	7.955	8.000	7.955	7.820	7.595	7.215	6.905
Right Gutter	13.333	6.703	7.032	7.409	7.605	7.712	7.729	7.656	7.493	7.239	6.870	6.577
Right App. Coping/Front of Barrier	24.000	6.545	6.887	7.253	7.427	7.512	7.506	7.410	7.224	6.952	6.597	6.318
Right Bridge Coping	25.167	N/A	N/A	7.236	7.407	7.489	7.481	7.383	7.194	6.921	N/A	N/A

Notes:
1. Finish grade elevations are taken to the top of the riding surface. Finish Grade elevations are taken to top of concrete deck under the sidewalk concrete.
2. Contractor to subtract asphalt thickness from approach slab finish grade elevations to reach the top of approach slab concrete elevations

Br. No. 945275

REVISIONS

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Kimley»Horn
JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

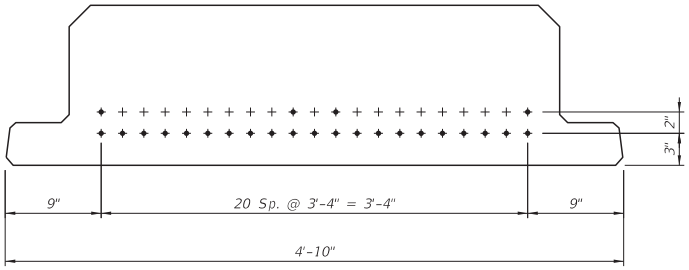
FINISH GRADE ELEVATIONS

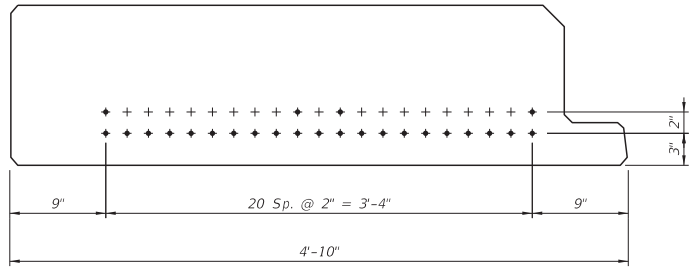
SHEET NO.
B-22

FLORIDA SLAB BEAM - TABLE OF VARIABLES

Table Date 11-01-20

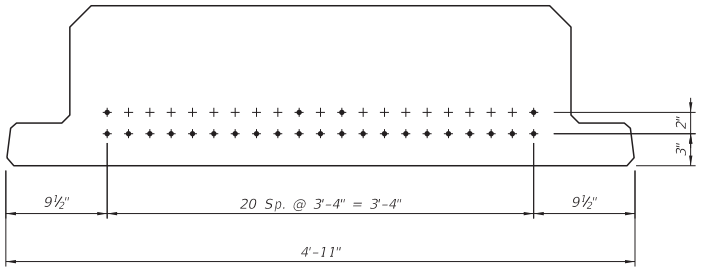
LOCATION		BEAM TYPE	CONCRETE PROPERTIES			STND. PTRN.	PLAN VIEW CASE		ANGLE Ø		BEAM DIMENSIONS*			REINFORCING STEEL																
SPAN NO.	BEAM NO.		CLASS	STRENGTHS (psi)										3C		4D1	4D2	4D3		5E1		5E2		6Y1	6Y2	4K	NO. OF BAR SPACES		BAR SPACING*	
				28 Day	Release	TYPE	END 1	END 2	END 1	END 2	DIM W	DIM L	DIM R	NO.	DIM C	DIM D	DIM D	NO.	DIM D	NO.	DIM E	NO.	DIM E	DIM Y	DIM Y	NO.	S1	S2	V1	V2
1	1	FSB 15x58	VI	8500	6800	1	2	2	80°	80°	4'-10"	43'-10"	¼"	45	4'-5½"	2'-5½"	2'-5½"	54	2'-5½"	–	–	88	4'-6½"	3'-6"	3'-6"	248	2	27	5"	9"
1	2-7	FSB 15x58	VI	8500	6800	1	2	2	80°	80°	4'-10"	43'-10"	¼"	45	4'-5½"	2'-5½"	2'-5½"	54	2'-5½"	88	4'-8"	–	–	3'-6"	3'-6"	248	2	27	5"	9"
1	8-11	FSB 15x59	VI	8500	6800	2	2	2	80°	80°	4'-11"	43'-10"	¼"	45	4'-6½"	2'-6"	2'-6"	54	2'-6"	88	4'-9"	–	–	3'-7"	3'-7"	248	2	27	5"	9"
1	12	FSB 15x59	VI	8500	6800	2	2	2	80°	80°	4'-11"	43'-10"	¼"	45	4'-6½"	2'-6"	2'-6"	54	2'-6"	–	–	88	4'-7½"	3'-7"	3'-7"	248	2	27	5"	9"

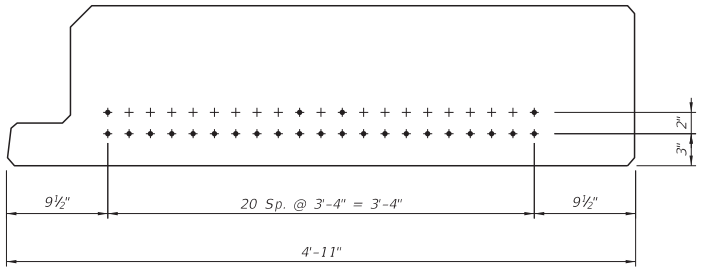




(Exterior - Beam 1)

TYPE ① 25 STRANDS





(Exterior - Beam 12)

TYPE ② 25 STRANDS

NOTE: Work this sheet with Standard Plans Index 450-450 through 450-453.

STRAND DEBONDING LEGEND

- – fully bonded strands.

NOTE: On beams with skewed ends the debonded length shall be measured along the debonded strand.

DIMENSION NOTES

* All longitudinal beam dimensions shown on this sheet with a single asterisk (*) are measured along the top of beam at the centerline. Dimension "R" is calculated at mid-height of the beam.

STRAND DESCRIPTION: Use 0.6 Diameter, Grade 270, Low Relaxation Carbon Steel Strands stressed at 44 kips each. Area per strand equals 0.217 sq. in.

STRAND PATTERNS

Br. No. 945275

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P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

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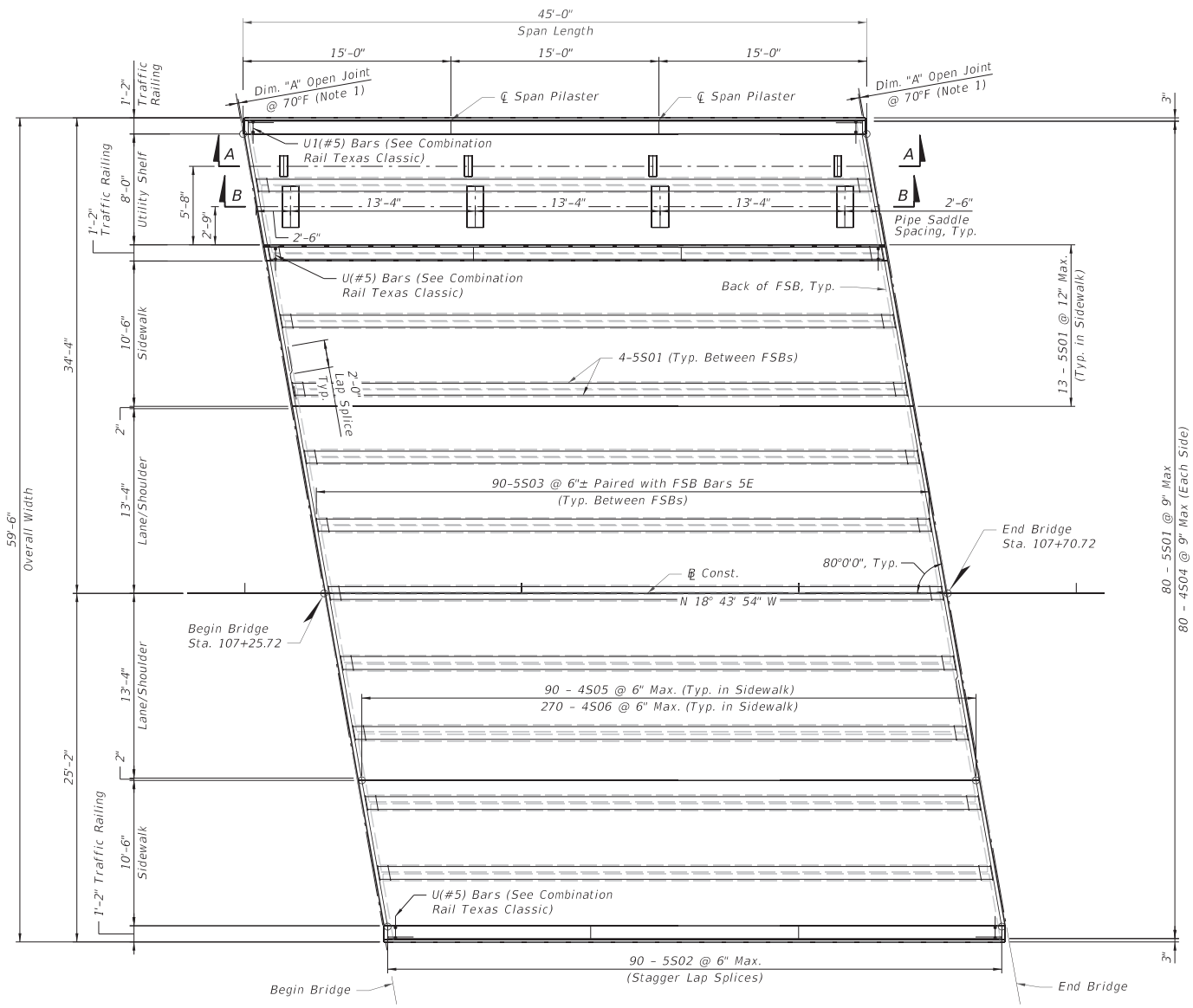
INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

TABLE OF BEAM VARIABLES

SHEET NO. B-23



Notes:
1. For Dim. "A" see "Superstructure Details (3 of 3)" sheet.
2. Embed U(#5) and U1(#5) Bars 3" Min. into Deck.

PLAN

(Pipe saddle rebar not shown for clarity)

Br. No. 945275

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1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
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CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

SUPERSTRUCTURE PLAN

SHEET NO. B-24

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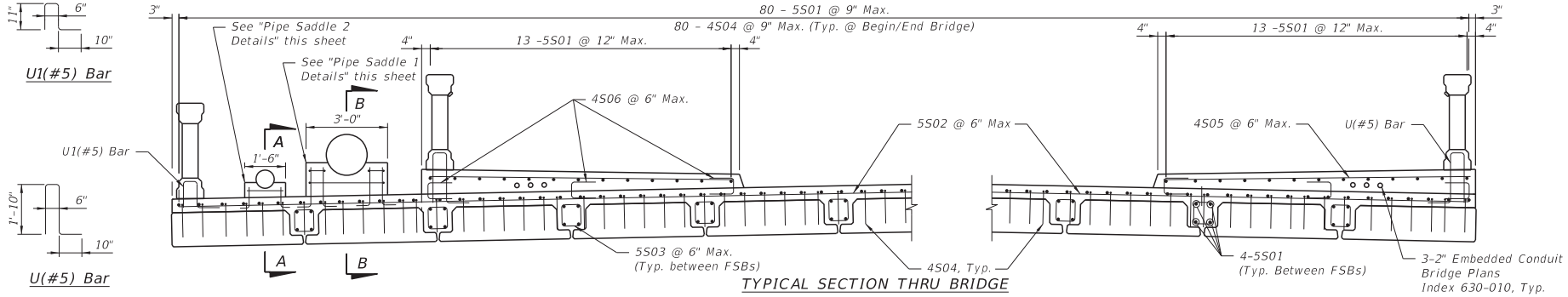
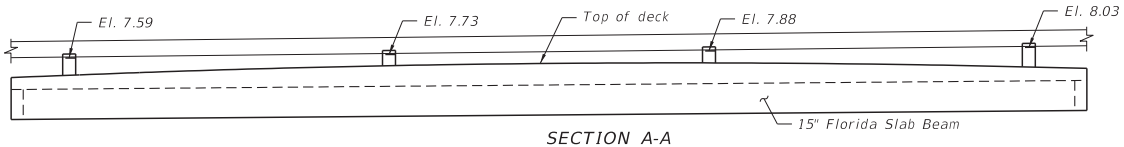
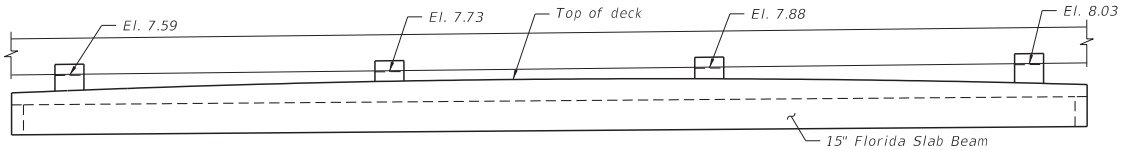


TYPICAL SECTION THRU BRIDGE



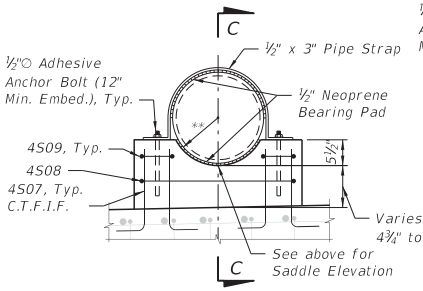
SECTION A-A

(Rebar and Pipe strap not shown for clarity)

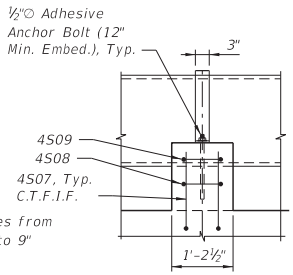


SECTION B-B

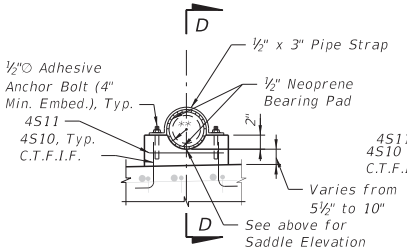
(Rebar and Pipe strap not shown for clarity)



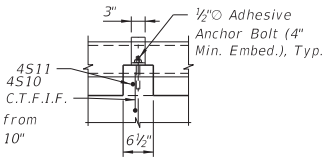
PIPE SADDLE 1 DETAILS



SECTION C-C



PIPE SADDLE 2 DETAILS



SECTION D-D

** Contractor to verify O.D. of force and water main prior to casting pipe saddles.

Pipe Saddle Notes:

1. Anchor Bolt shall be ASTM F1554 (Grade 55) threaded rod. Anchor bolt nuts & washers shall be ASTM A563 Grade A Heavy Hex & ASTM F436 Type 1. Anchor bolts, nuts, & washers shall be hot dipped galvanized per Specification Section 562.
2. Pipe strap shall be fabricated from ASTM A572 Grade 50 plate and be hot dipped galvanized per Specification Section 562.
3. Adhesive anchors shall be installed in accordance with Specification Section 416, Type HV Adhesive.
4. The cost of the pipe strap, anchor bolts, and neoprene bearing pads shall be included in the unit cost of the Superstructure concrete.

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JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

SUPERSTRUCTURE DETAILS (1 OF 3)

SHEET NO.
B–25

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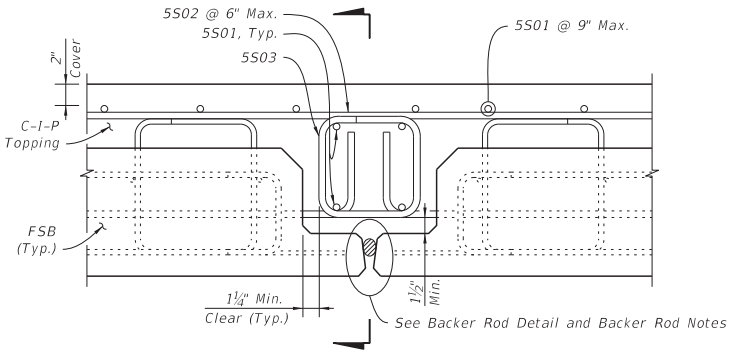
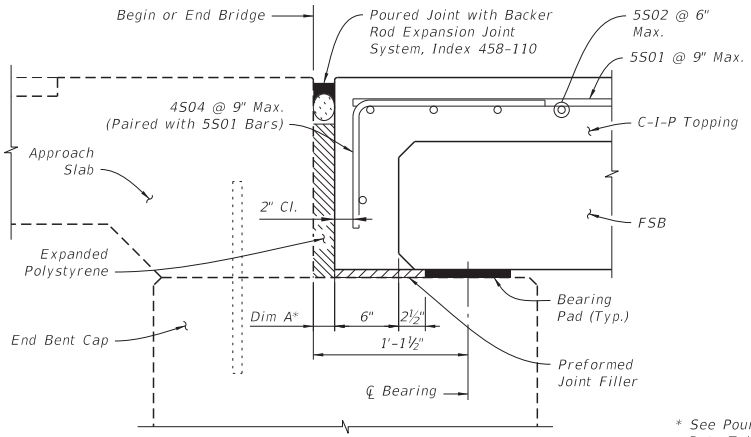
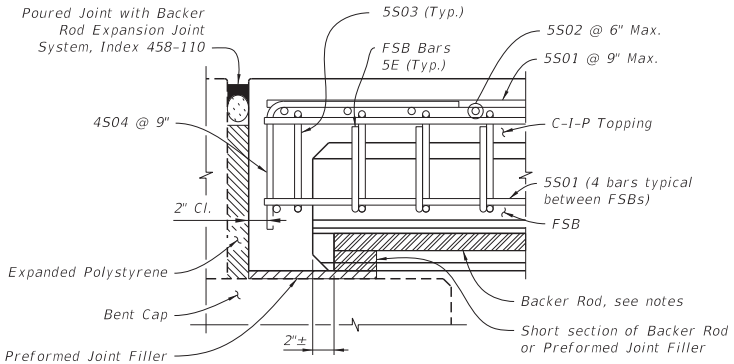


DETAIL AT POCKETS

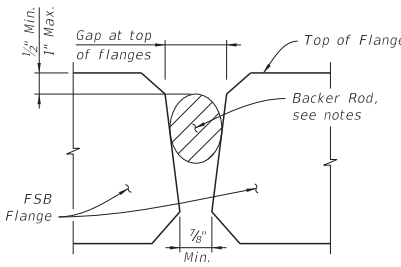


DETAIL AT BEGIN/END BRIDGE ALONG ℄ BEAM
(REINFORCING WITHIN FSB NOT SHOWN FOR CLARITY)

* See Poured Expansion Joint Data Table, Index 458-110.



SECTION ALONG ℄ POCKET AT SPAN ENDS
(SECTION AT BEGIN/END BRIDGE SHOWN)



BACKER ROD DETAIL

BACKER ROD NOTES:

1. Use a Backer Rod to form the bottom of the cast in place topping at the gap between adjacent FSBs. Use a Backer Rod meeting the requirements of ASTM C1330 or ASTM D5249, Types 1 or 3, with a minimum uncompressed diameter 50% larger than the field verified maximum width of the gap between adjacent FSBs. Measure gap at the top of the flanges as shown in the Backer Rod Detail.
2. Install the Backer Rod from the top down to the position shown in the Backer Rod Detail.
3. Secure the Backer Rod to prevent displacement during topping concrete placement and to be mortar tight using a compatible construction adhesive.
4. The Backer Rod may remain in place after topping concrete placement.

BR. NO. 945275

REVISIONS					
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Kimley»Horn
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P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

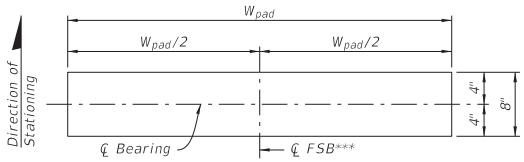
CITY OF FORT PIERCE
INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

SUPERSTRUCTURE DETAILS (2 OF 3)

SHEET NO. B-26

FSB BEARING PAD DATA TABLE	Table Date 11-01-20		
SPAN NO.	BEAM NO.	BEARING PAD MARK	W_{pad} (in)
1	1-7	1	46
1	8-12	2	47

NOTE:
Provide plain elastomeric Bearing Pads with a Shear Modulus G = 110 psi and in accordance with Specification 932.



PLAN



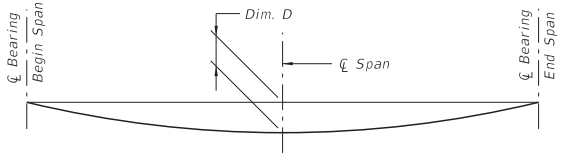
ELEVATION

BEARING PAD DETAIL

*** Ø = 90° Shown;
60° ≤ Ø < 90° Similar

CAMBER NOTE:

The values given in the table are based on theoretical beam cambers. The Contractor shall monitor beam cambers for the purpose of predicting camber values at the time of the topping casting. If the predicted cambers based on field measurements differ more than ± ½" from the theoretical "Net Beam Camber @ 120 Days" shown in the table, propose modified dimensions as required and submit to the Engineer for approval a minimum of 21 days prior to casting topping concrete.



DEAD LOAD DEFLECTION DIAGRAM

CAMBER AND DEFLECTION DATA TABLE FOR FLORIDA SLAB BEAMS			Table Date 11-01-20
LOCATION		NET BEAM CAMBER (PRESTRESS - DEAD LOAD OF BEAM) @ 120 DAYS (in.)	DIM. D DEAD LOAD DEFLECTION DUE TO TOPPING CASTING @ 120 DAYS (in.)
SPAN NO.	BEAM NO.		
1	1-7	1¾"	¾"
1	8-12	1¾"	¾"

POURED EXPANSION JOINT DATA TABLE INDEX 458-110			Table Date 1-01-09
LOCATION	DIM. "A" @ 70°F	TOTAL DESIGN MOVEMENT	DIM. "A" ADJUSTMENT PER 10°F
End Bent 1	1"	0.138"	0.019"
End Bent 2	1"	0.138"	0.019"

NOTE:
Dim. "A" adjustment per 10°F shown is measured perpendicular to ℄ Expansion Joint. Work this table with Standard Plans Index 458-110.

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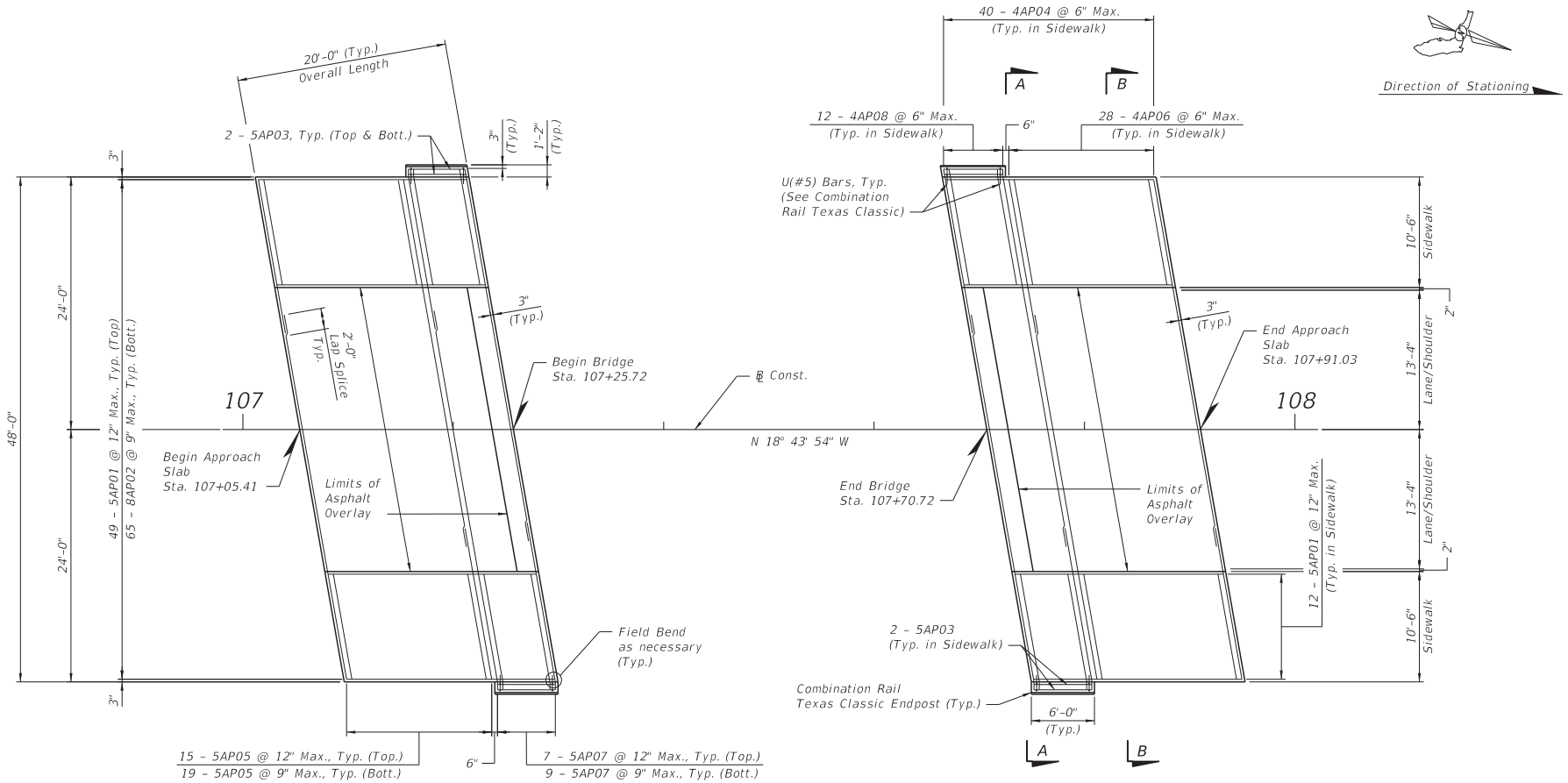
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

SUPERSTRUCTURE DETAILS (3 OF 3)

SHEET NO.
B-27



PLAN

Notes:
1. See "Decorative Railing Details (1 of 3)" through "Decorative Railing Details (3 of 3)" for Combination Rail Texas Classic Endpost Details.

BR. NO. 945275

REVISIONS					
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1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
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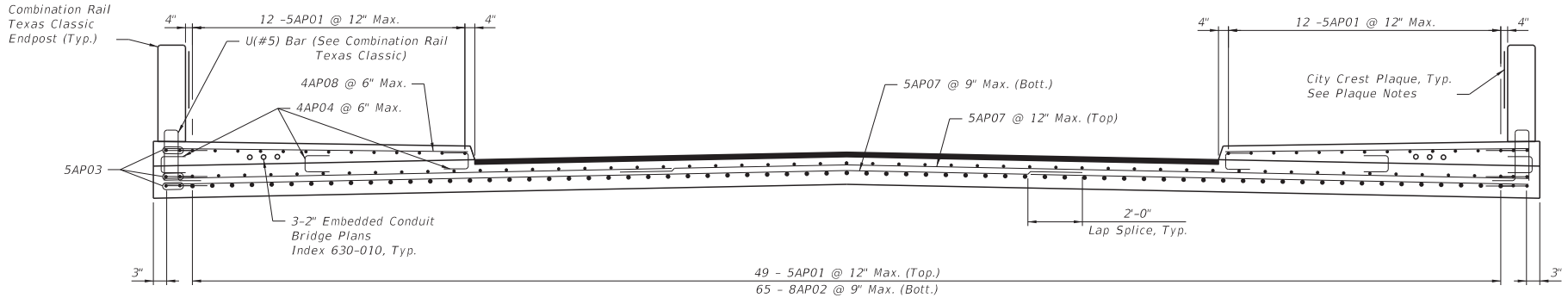
CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

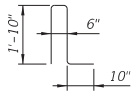
APPROACH SLAB DETAILS (1 OF 2)

SHEET NO.
B-28

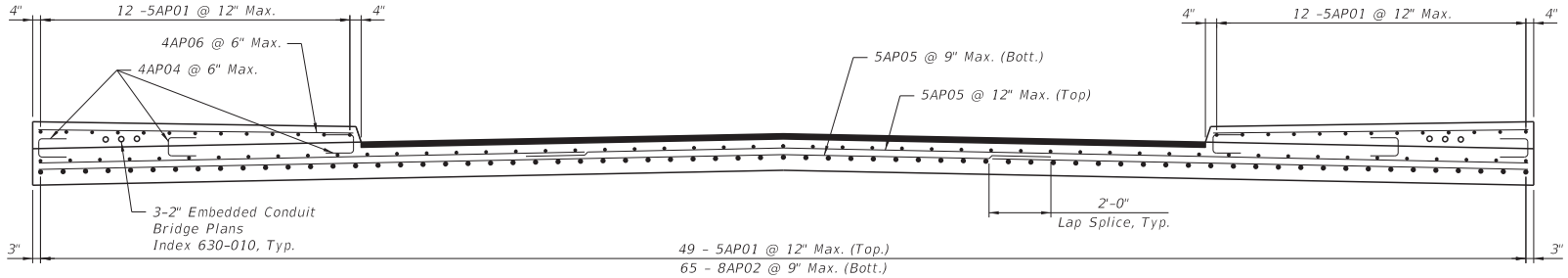
Jerry.Piccolo 11/14/2024 2:09:23 PM K:\WPB_Structures\047922025_Indian River Drive\047922025\struct\B1ApproachSlab01.dgn



SECTION A-A



U(#5) Bar



SECTION B-B

Notes:
1. See "Decorative Railing Details (1 of 3)" through "Decorative Railing Details (3 of 3)" for Combination Rail Texas Classic Endpost Details.

Plaque Notes:
1. A bronze plaque of the City Crest shall be installed at all four interior corners of the bridge (See Plan and Elevation sheet).
2. Each plaque shall be minimum 2.5-feet in diameter.
3. The plaques shall have a minimum of three studs welded or brazed to the back of each plaque. Each stud shall be ¾"∅ and extend a minimum of 3" behind the back of plaque.
4. Attach each bronze plaque utilizing Type HSHV anchor adhesive on the studs and back of plaque. Clean off all excess adhesive (squeeze out" after plaque is fully pressed against traffic railing.
5. Bronze crest shall be cast of architectural bronze having the following composition: Copper 85%, Tin 5%, Lead 5%, and Zinc 5%.
6. Contractor shall request vector file for City crest from City.
7. Prior to casting of hte City Crests, Contractor shall submit shop drawings of the City crest for review and approval.
8. All cost associated with the four City Crest plaques shall be included within Pay Item 521–5–3A Texas Railing, Combination Rail Texas Classic, Type C411.

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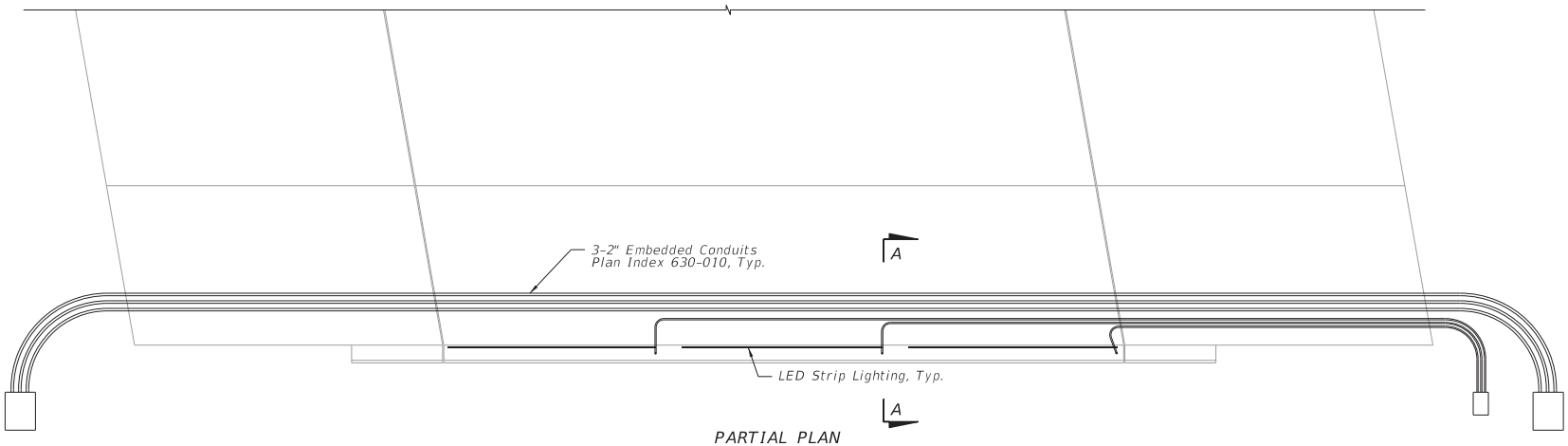
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

APPROACH SLAB DETAILS (2 OF 2)

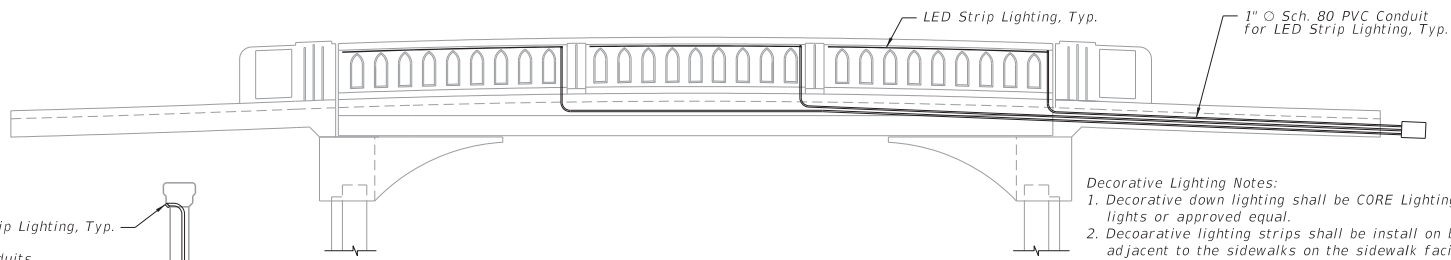
SHEET NO.
B–29



PARTIAL PLAN

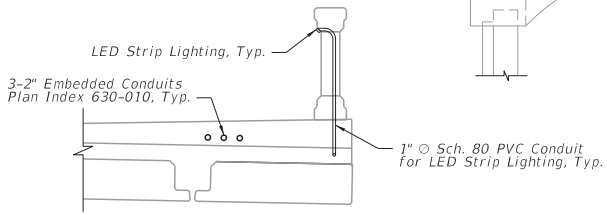
(East side of bridge shown, West side of bridge similar)

Notes:
1. Refer to lighting plans for pull box locations.



ELEVATION

(Embedded sidewalk conduits not shown for clarity)



SECTION A-A

Decorative Lighting Notes:
1. Decorative down lighting shall be CORE Lighting LNT-65RGB+W LED Strip lights or approved equal.
2. Decoarative lighting strips shall be install on both the east and west traffic railings adjacent to the sidewalks on the sidewalk facing side of the railing. No decorative lighting strips shall be installed on the western most traffic railing.
3. LED Down Lighting strips shall be mounted facing down within the Traffic Railing as shown on this sheet with 316 SS anchors.
4. LED Strip lights shall be mounted in a way that LEDs are not within drivers viewshed.
5. LED light system shall have color changing capability.
6. Pay Item 715-11A shall include all costs associated with furnishing and installing a complete, functional, and NEC compliant LED strip lighting system following the Manufacturer's Recommendations. The LED light system shall include but not be limited to LED light strips, conductors, lighting control system, lighting control mounting system, attachement hardware, service disconnect, and utility coordination.

Br. No. 945275

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P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

LIGHTING CONDUIT DETAILS

SHEET NO.
B-30

Jerry.Piccolo 11/14/2024 2:09:25 PM K:\WPB_Structures\047922025_Indian River Drive\047922025\struct\B1SuperstConduitDet01.dgn

	MARK		LENGTH	NO	TYP	STY		B	C	D	E	F	H	J	K	N	Ø	
	SIZE	DES	FT IN	BARS	BAR	A	G	FT IN FR	FT IN FR	FT IN FR	FT IN FR	FT IN FR	FT IN FR	FT IN FR	FT IN FR	NO	ANG	
	LOCATION				END BENT 1							NO. REQUIRED = 1						
*	8	A01	25- 0	5	1			25- 0										
*	8	A02	39- 1	2	1			39- 1										
*	8	A03	32- 8	2	1			32- 8										
*	6	A04	25- 0	2	1			25- 0										
*	8	A05	37- 6	1	14			34- 6	3- 0								83	
*	8	A06	40- 6	1	14			37- 6	3- 0								83	
*	8	A07	26- 6	1	14			23- 6	3- 0								83	
*	8	A08	22- 6	1	14			19- 6	3- 0								83	
*	8	A09	32- 7	1	14			29- 7	3- 0								83	
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**	5	X002	40- 0	3	1			40- 0										
**	6	X003	40- 0	3	1			40- 0										
**	8	X004	40- 0	1	1			40- 0										

* Indicates Stainless Reinforcing Steel (See General Notes sheet for more information).

** Indicates extra Stainless Reinforcing Steel that shall be ordered and delivered to the site. If not utilized, Engineer will assist contractor in determining location of placement.

*** Indicates Ø as a turn angle.

BR. No. 945275

REVISIONS					
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P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

REINFORCING BAR LIST (1 OF 3)

SHEET NO.
B-31

	MARK		LENGTH		NO	TYP	STY		B			C			D			E			F			H			J			K			N	Ø	
	SIZE	DES	FT	IN	BARS	BAR	A	G	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	FT	IN	FR	NO	ANG	
			LOCATION			END BENT 2															NO. REQUIRED = 1															
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*	8	B05	37- 0		5	1			37- 0																										
*	8	B06	31- 0		5	1			31- 0																										
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			LOCATION			WALL PANELS															NO. REQUIRED = 1															
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*	6	P10	4- 6		2	13			1- 6			1- 6			1- 6																		45	45	

* Indicates Stainless Reinforcing Steel (See General Notes sheet for more information).

*** Indicates Ø as a turn angle.

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1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
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REGISTRY No. 35106

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INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

REINFORCING BAR LIST (2 OF 3)

SHEET NO.
B-32

MARK		LENGTH	NO	TYP	STY		B	C	D	E	F	H	J	K	N	Ø
SIZE	DES	FT IN	BARS	BAR	A	G	FT IN FR	FT IN FR	FT IN FR	FT IN FR	FT IN FR	FT IN FR	FT IN FR	FT IN FR	NO	ANG
LOCATION SUPERSTRUCTURE											NO. REQUIRED = 1					
5	S01	44- 6	150	1			44- 6									
5	S02	62- 3	90	2			2- 0	60- 3							1	
5	S03	4- 0	990	4	4	4	0- 9	0- 9								
4	S04	3- 1	160	10			1-10	1- 3								
4	S05	11- 0	180	1			11- 0									
4	S06	2- 3	540	11			0- 7	0-10	0-10							
4	S07	1- 9	32	10			1- 3	0- 6								
4	S08	7- 9	4	4	4	4	2- 8	0-10								
4	S09	3- 3	8	4	4	4	0- 5	0-10								
4	S10	1- 10	8	10			1- 4	0- 6								
4	S11	1- 2	4	1			1- 2									
LOCATION APPROACH SLABS											NO. REQUIRED = 1					
5	AP01	19-10	146	1			19-10									
8	AP02	19-10	130	1			19-10									
5	AP03	7- 6	24	11			5- 6	1- 0	1- 0							
4	AP04	2- 8	480	11			1- 0	0-10	0-10							
5	AP05	50- 6	68	2			2- 0	48- 6							1	
4	AP06	10- 2	112	1			10- 2									
5	AP07	53- 0	32	2			2- 0	51- 0							1	
4	AP08	11- 2	48	1			11- 2									

END OF LIST

BR. NO. 945275

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

REINFORCING BAR LIST (3 OF 3)

SHEET NO.
B-33

Load Rating Summary Details for Prestressed Concrete Bridges (Flat Slab and Deck/Girder)

Table 2 - LRFR

Level	Limit State	Vehicle	Weight (tons)	Load Factors			Moment (Strength) or Stress (Service)					Shear (Strength)					Comments: Interior/exterior beam DF method if other than LRFD. Other appropriate comments
				LL	DC	DW	Distribution Factor (DF)	Rating Factor	Tons	Location	Dimension	Distribution Factor (DF)	Rating Factor	Tons	Location	Dimension	
Design Load Rating	Strength I (Inv)	HL-93	N/A	1.75	1.25	1.50	0.37	1.75	N/A	B	22'-6"	0.36	9.11	N/A	A	2'-6"	Beam 1 Controls for Moment and Shear
	Strength I (Op)	HL-93	N/A	1.35	1.25	1.50	0.37	2.27	N/A	B	22'-6"	0.36	11.88	N/A	A	2'-6"	Beam 1 Controls for Moment and Shear
	Service III (Inv)	HL-93	N/A	0.80	1.00	1.00	0.38	1.12	N/A	B	22'-6"	N/A	N/A	N/A	N/A	N/A	Beam 12 Controls for Stress
Permit Load Rating	Strength II	FL120	60.0	1.35	1.25	1.50	0.38	1.67	100.49	B	22'-6"	0.36	8.33	499.92	A	2'-6"	Beam 12 Controls for Moment Beam 1 Controls for Shear

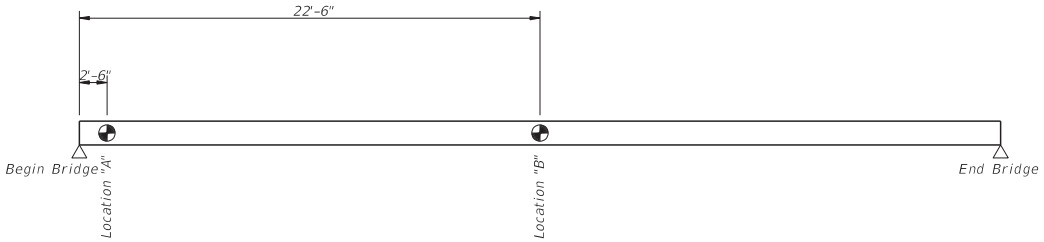
General Notes:
1. This table is based on the requirements established in the January 2024 "Structures Manual".

Table 2 Notes [Notes Date 07-01-15]:
1. Permit capacity is determined by using the permit vehicle in all lanes.
2. Service III Design Inventory tensile stress limits = $3\sqrt{f'c}$ or $6\sqrt{f'c}$.
3. Has the AASHTO LRFD Specifications Article 5.8.3.5 longitudinal reinforcement been satisfied? ☒ Yes ☐ No

Abbreviations:

Inv – Inventory

Op – Operating



RATING LOCATIONS

Br. No. 945275

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

LOAD RATING DATA TABLE

SHEET NO. B-34

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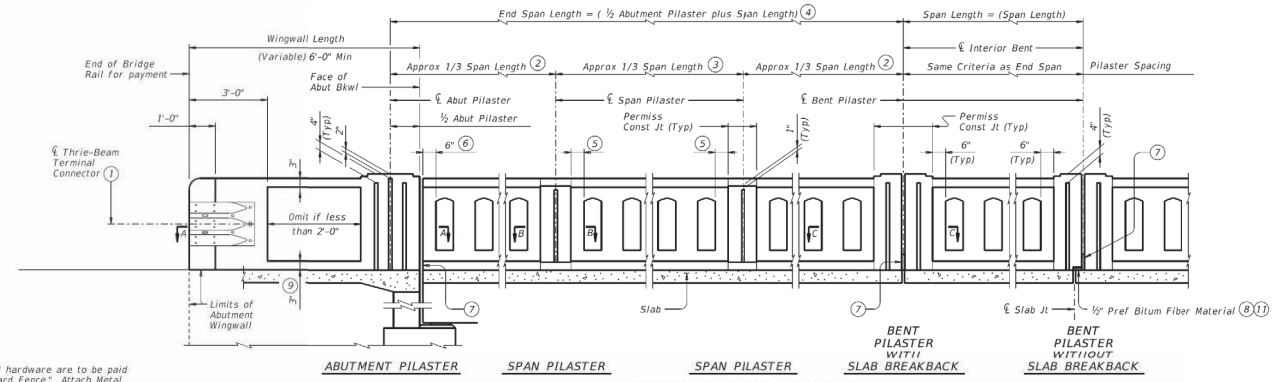
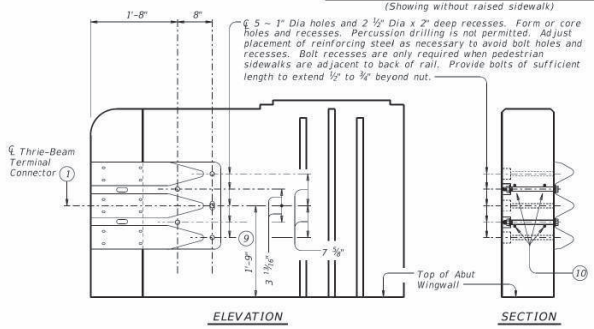


ROADWAY ELEVATION OF RAIL

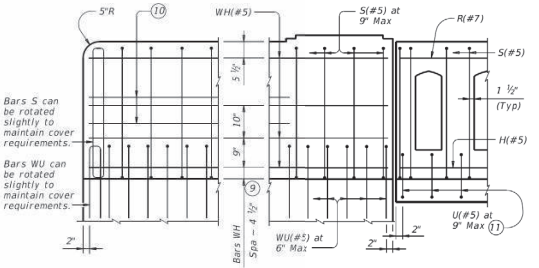
(Showing without raised sidewalk)

1. Terminal Connectors and associated hardware are to be paid for under the Item "Metal Beam Guard Fence." Attach Metal Beam Guard Fence Transitions to the bridge rail and extend along the embankment unless otherwise shown in the plans.
2. Number of windows in exterior bays are equal.
3. Number of windows in interior bay(s) are not less than the amount in exterior bays (Note 2).
4. Space Span Pilasters at 1/3 span length (Approx) when spans are 100 ft and less, as shown. Space Span Pilasters at 1/5 span length (Approx) for spans greater than 100 ft.
5. Dimension is the same for all posts adjacent to Span Pilasters in a span. Dimension may vary from span to span, Min = 3", Max = 7 ½".
6. Min = 6", Max = 1'-3".
7. Provide rail joints at ends of all spans the same width as Slab joint opening, except that Rail Joints over construction joints must be ¼" Min to ⅜" Max in width. Joints must be open if slab joint opening is not sealed. Joints over construction joints and over sealed deck joints must be plugged. Forming material used in joints may be left in place if it is light in color and compressible, such as the following materials: polystyrene, molded cork granules, sponge rubber sheet, etc. If forming material is not left in place, plug the bottom 6" with slab joint sealing compound to prevent drainage and staining.
8. Place Preformed Bituminous Fiber Material between slab and rail when rail extends over expansion joint. Shift Bars U as necessary.
9. Increase 2" for structures with overlay.
10. Place 4 additional Bars WH(#5) 3'-8" in length inside Bars S(#5) and centered 2'-0" from end of rail when Terminal Connections are required. Field bend as needed.
11. Shift U Bars from region below ½" Preformed Bituminous Fiber Material at joints.



TERMINAL CONNECTION DETAILS

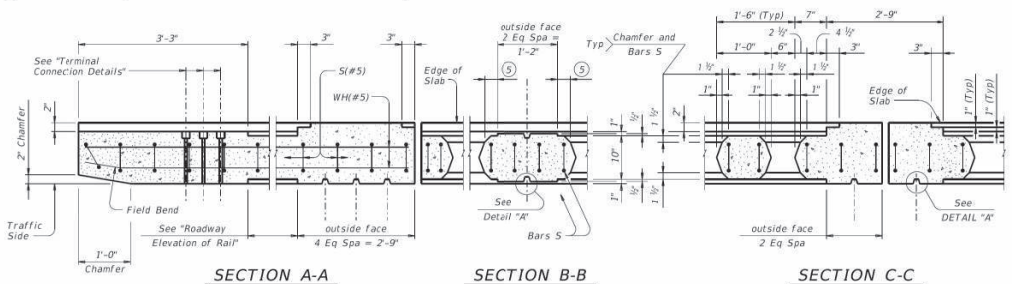
(Showing parapet with Pilaster on 6'-0" Wingwall)



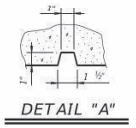
ELEVATION SHOWING TYPICAL REINFORCING PLACEMENT

(Showing without raised sidewalk)

The use of this railing is restricted to speeds of 45 mph or less.



SECTION A-A SECTION B-B SECTION C-C



DETAIL "A"

SHEET 1 OF 3

Texas Department of Transportation — Bridge Division Standard

COMBINATION RAIL TEXAS CLASSIC

TYPE C411

FILE: RL-C411-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS 7-20: Bridge star change to one manufacturer.	DIST	COUNTY		SHEET NO.

DATE:
FILE:

Br. No. 945275

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

CITY OF FORT PIERCE

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

DECORATIVE RAILING DETAILS (1 OF 3)

SHEET NO. B-35

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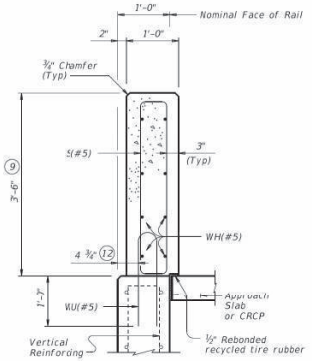
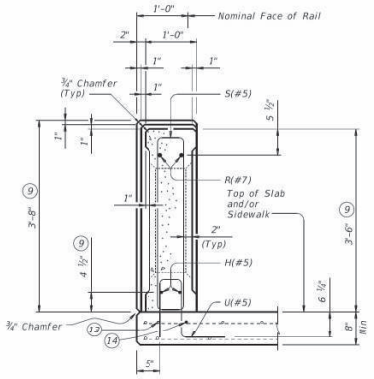
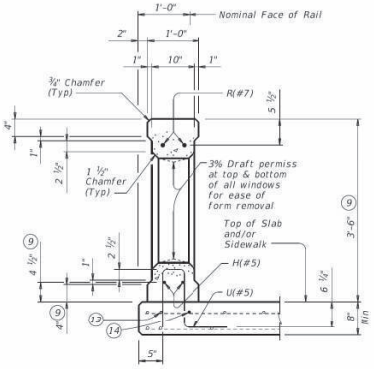


ON ABUTMENT WINGWALLS OR CIP RETAINING WALLS

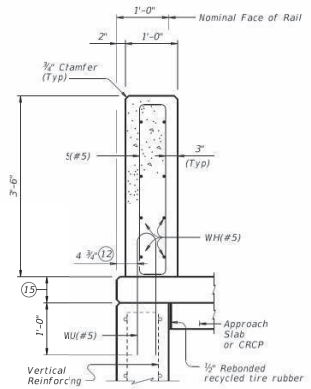


SECTION THRU POST ON BRIDGE SLAB
(Showing Pilaster)

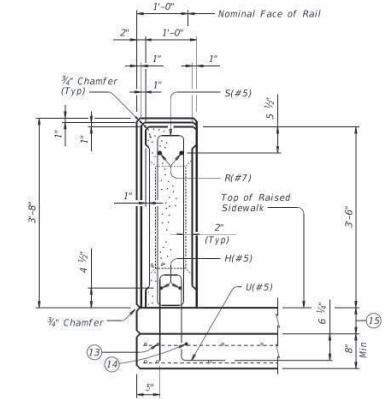


SECTION THRU WINDOW ON BRIDGE SLAB

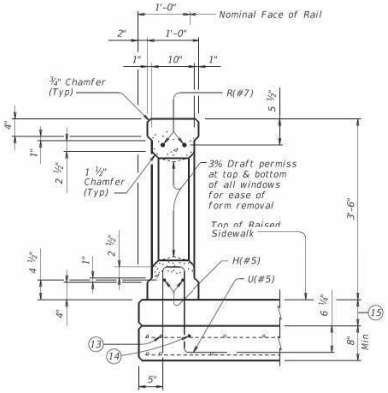
SECTIONS THRU RAIL WITHOUT RAISED SIDEWALK



ON ABUTMENT WINGWALLS OR CIP RETAINING WALLS



SECTION THRU POST ON BRIDGE SLAB
(Showing Pilaster)



SECTION THRU WINDOW ON BRIDGE SLAB

SECTIONS THRU RAIL WITH RAISED SIDEWALK

(9) Increase 2" for structures with overlay.

(12) 5 ¼" when vertical reinforcing has closer clear cover over horizontal reinforcing in abutment wingwalls or retaining walls on traffic side of wall.

(13) As an aid in supporting reinforcement, additional longitudinal bars may be used in the slab with the approval of the Engineer. Such bars must be furnished at the Contractor's expense.

(14) Top longitudinal slab bar may be adjusted laterally 3" plus or minus to tie reinforcing.

(15) Raised Sidewalk

SHEET 2 OF 3

Texas Department of Transportation — Bridge Division Standard

COMBINATION RAIL TEXAS CLASSIC

TYPE C411

FILE: RL-C411-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS 7-20: Bridge star change to one manufacturer.	DIST	COUNTY		SHEET NO.

Br. No. 945275

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

DECORATIVE RAILING DETAILS (2 OF 3)

SHEET NO.
B-36

Jerry.Piccolo 11/14/2024 2:09:34 PM K:\WPB_Structures\047922025_Indian River Drive\047922025\struct\B1TexasBarrier02.dgn

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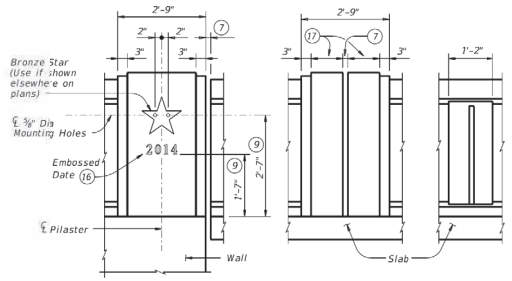
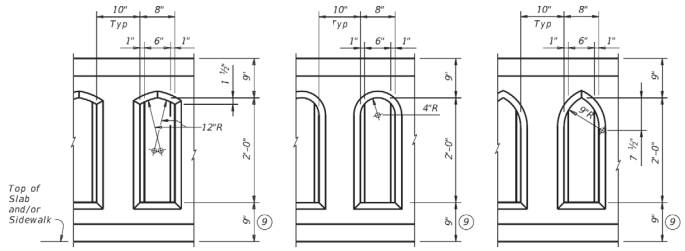
DATE:
FILE:



ABUTMENT BENT SPAN

EXTERIOR PILASTER ELEVATIONS

(Showing without raised sidewalk)



TYPE A TYPE B TYPE C

WINDOW TYPES

CONSTRUCTION NOTES:

Attach Bronze Star with a Type III Class C, D, E, or F epoxy adhesive. Clamp star until epoxy achieves set. Remove any visible epoxy "squeeze out" from under star.

Face of rail and pilasters, parapet must be plumb unless otherwise approved.

Apply a one rub finish to all railing surfaces unless otherwise shown elsewhere on the plans.

MATERIAL NOTES:

Provide Class "C" concrete for railing. Provide Class "C" (HPC) concrete if shown elsewhere in the plans.

Provide Grade 60 reinforcing steel.

Epoxy coat or galvanize all reinforcing steel if slab bars are epoxy coated or galvanized.

Bronze Star must be cast of architectural bronze having the following composition: Copper 85 %, Tin 5 %, Lead 5 %, Zinc 5 %.

Provide bar laps, where required, as follows:

Uncoated or galvanized ~ #5 = 2'-0"
Uncoated or galvanized ~ #7 = 2'-11"
Epoxy coated ~ #5 = 3'-0"
Epoxy coated ~ #7 = 4'-4"

GENERAL NOTES:

This rail has been successfully evaluated by full-scale crash test to meet MASH TL-2 criteria. This rail can be used for speeds of 45 mph and less when a TL-2 or TL-3 rated guard fence transition is used. This rail is only approved for low speed use, speeds of 45 mph and less.

Do not use this railing on bridges with expansion joints providing more than 5" movement.

Rail anchorage details shown on this standard may require modification for select structure types. See appropriate details elsewhere in plans for these modifications.

Shop drawings will not be required for this rail.

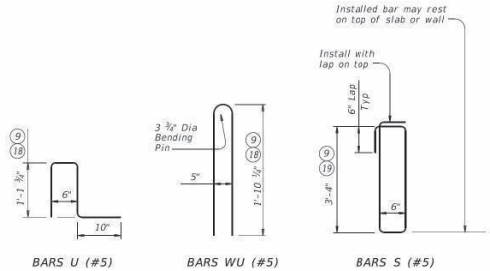
See Bridge Layout or other plan sheets for the following: dimensions with the number of spans pilasters, dimensions with the number of windows, window type, inclusion of bronze stars, inclusion of construction year with abutment identity.

Submit erection drawings showing span number, span pilaster locations, number of windows between pilasters and spacing to first window (see Note 6) to the Engineer for approval.

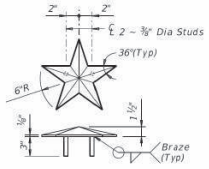
Average weight of railing with no overlay increase and no pilasters is 350 plf.

Cover dimensions are clear dimensions, unless noted otherwise.

Reinforcing bar dimensions shown are out-to-out of bar.



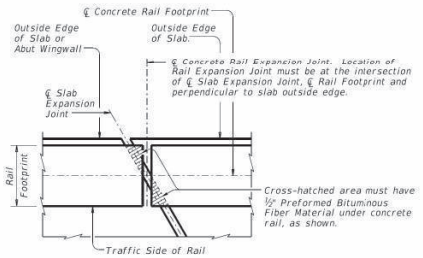
BARS U (#5) BARS WU (#5) BARS S (#5)



BRONZE STAR DETAIL 20

One known manufacturer is:

1. Southwell Company
Corpus Christi, Texas



PLAN OF RAIL AT EXPANSION JOINTS

Example showing Slab Expansion Joints without breakbacks.

(7) Provide rail joints at ends of all spans the same width as Slab joint opening, except that Rail Joints over construction joints must be ½" Min to ¾" Max in width. Joints must be open if slab joint opening is not sealed. Joints over construction joints and over sealed deck joints must be plugged. Forming material used in joints may be left in place if it is light in color and compressible, such as the following materials: polystyrene, molded cork granules, sponge rubber sheet, etc. If forming material is not left in place, plug the bottom 6" with slab joint sealing compound to prevent drainage and staining.

(9) Increase 2" for structures with overlay.

(16) Construction year (use if shown elsewhere on plans) 3" High "Plantin Bold" Typeface with ¼" recess. Placed at one Abutment only or as directed by the Engineer.

(17) Dimensions must be the same on each side of joint.

(18) For raised sidewalks, add sidewalk height to total bar height. Use sidewalk height at rail's location.

(19) Reduce by 2" or field bend over Preformed Bituminous Fiber Material to gain cover.

(20) Bronze Star dimensions of the final product can be slightly smaller due to shrinkage after casting.

SHEET 3 OF 3

Texas Department of Transportation — Bridge Division Standard

COMBINATION RAIL TEXAS CLASSIC

TYPE C411

FILE: RL-C411-20.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT September 2019	CONT	SECT	JOB	HIGHWAY
REVISIONS				
7-20: Bronze star change to one manufacturer.	DIST	COUNTY		SHEET NO.

Br. No. 945275

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

CITY OF FORT PIERCE
INDIAN RIVER DRIVE
CORRIDOR IMPROVEMENTS

DECORATIVE RAILING DETAILS (3 OF 3)

SHEET NO.
B-37

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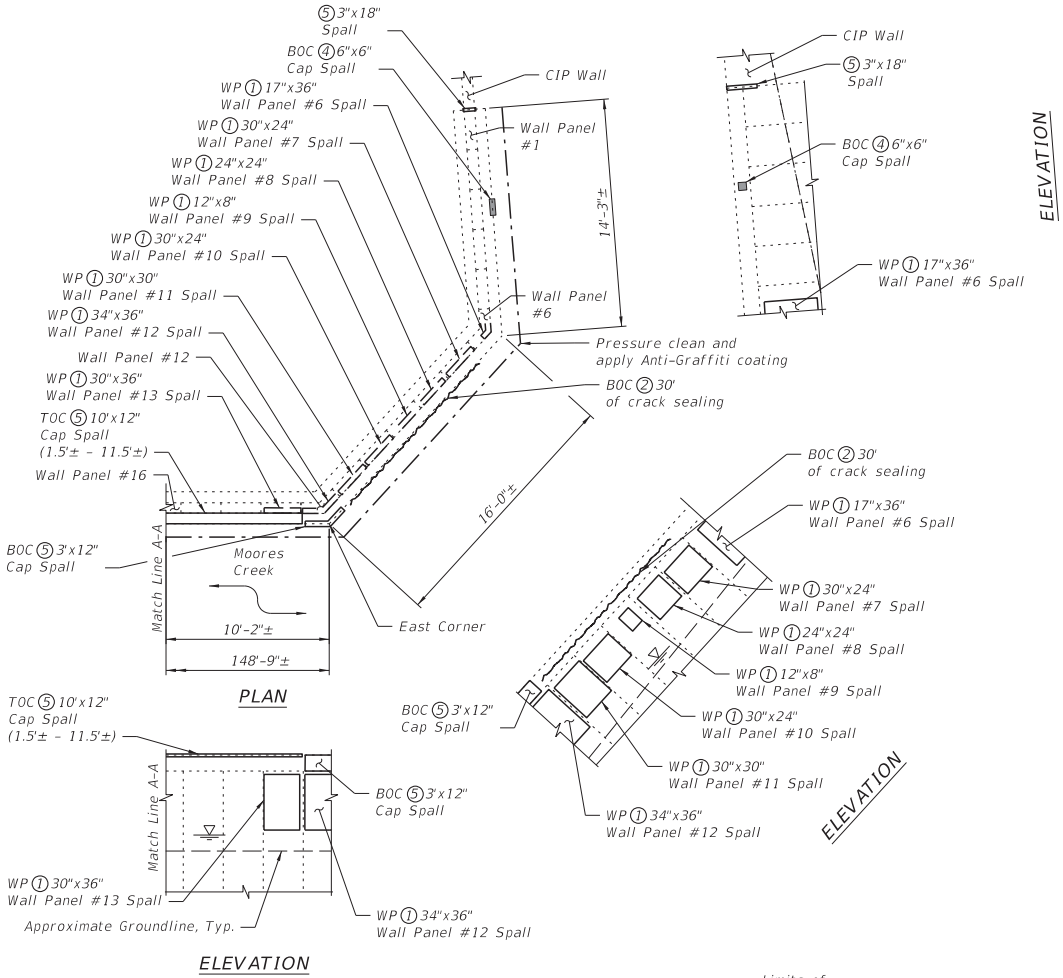
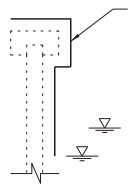




Notes:
1. TOC = Top of Cap
2. BOC = Bottom of Cap
3. WP = Wall Panel
4. General dimension callout = "L'x"W"x"T"
5. Replace #3 longitudinal bar within cap spall repair.

Legend:

- □ - 1 Spall Repair
- ▩ - ④ Spall Repair
- □ - 5 Spall Repair
- —·— - Indicates Pressure Cleaning



Anti-Graffiti Rapair Detail

Work Identification

① Repair concrete spalls on wall panels as depicted above and on "Wall Panel Spall Repairs Detail" sheet (Pay Item 401-70-4A).
② Seal the cracks on the top and waterward faces of the seawall cap as depicted above (Pay Item 411-1A).
3. Pressure clean top and waterward of seawall cap above low tide line and coat with Anti-Graffiti coating (Pay Item 563-4).
④ Repair minor spalls on wall cap as depicted above and on the "Spall Repair Details" sheet (Pay Item 401-70-1).
⑤ Repair concrete spalls on wall cap as depicted above and on the "Spall Repair Details" sheet (Pay Item 401-70-4).

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
SEAWALL REPAIRS

SEAWALL - PLAN WITH WORK IDENTIFICATION (1 OF 3)

SHEET NO.
WR-1

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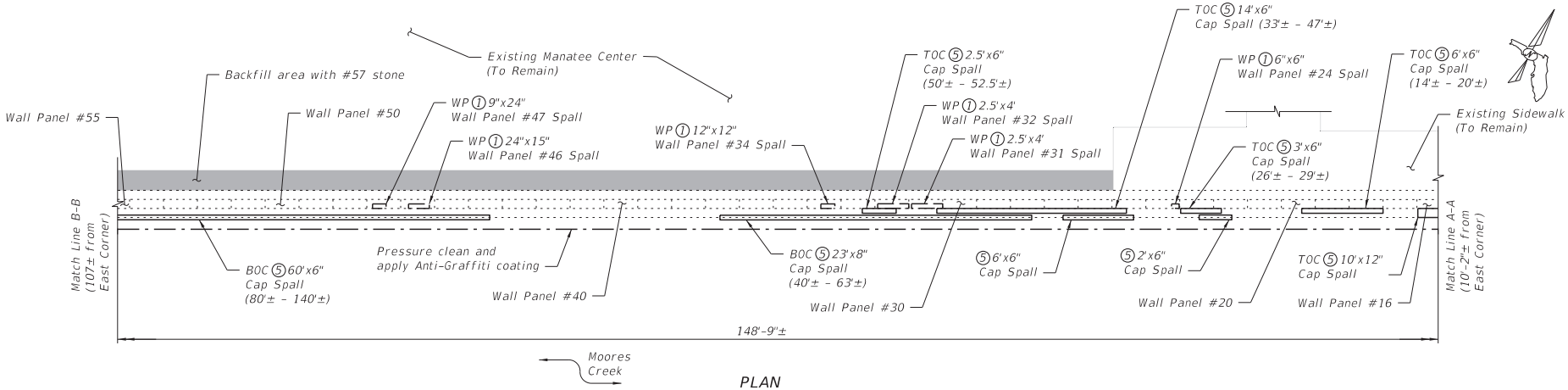
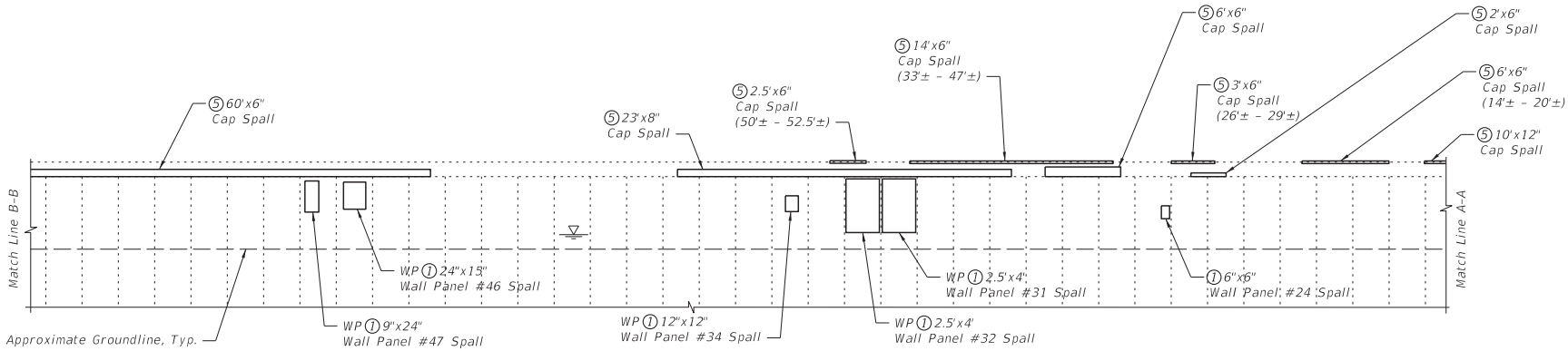


PLAN

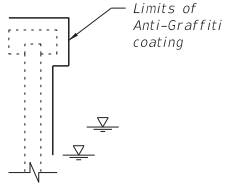


ELEVATION

Notes:
1. TOC = Top of Cap
2. BOC = Bottom of Cap
3. WP = Wall Panel
4. General dimension callout = "L"x"W"x"T"
5. Replace #3 longitudinal bar within cap spall repair.

Legend:

□ - ⑤ Spall Repair
▨ - Indicates facing to be cast
—·— - Indicates Pressure Cleaning



Anti-Graffiti Rapair Detail

Work Identification

① Repair concrete spalls on wall panels as depicted above and on "Wall Panel Spall Repairs Detail" sheet (Pay Item 401-70-4A).
2. Backfill depressed areas between back of seawall and concrete walkway with 57 stone. Place filter fabric below 57 stone. (Pay Item 901-1A).
3. Pressure clean top and waterward of seawall cap above low tide line and coat with Anti-Graffiti coating (Pay Item 563-4).
⑤ Repair concrete spalls on wall cap as depicted above and on the "Spall Repair Details" sheet (Pay Item 401-70-4).

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
SEAWALL REPAIRS

SEAWALL - PLAN WITH
WORK IDENTIFICATION (2 OF 3)

SHEET NO.
WR-2

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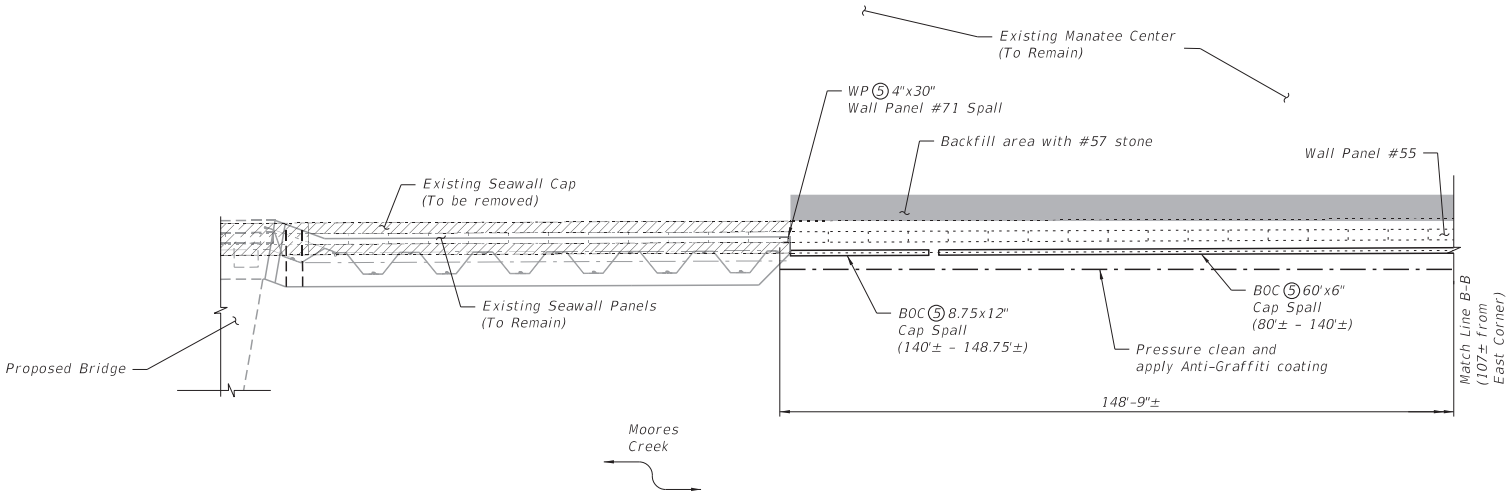
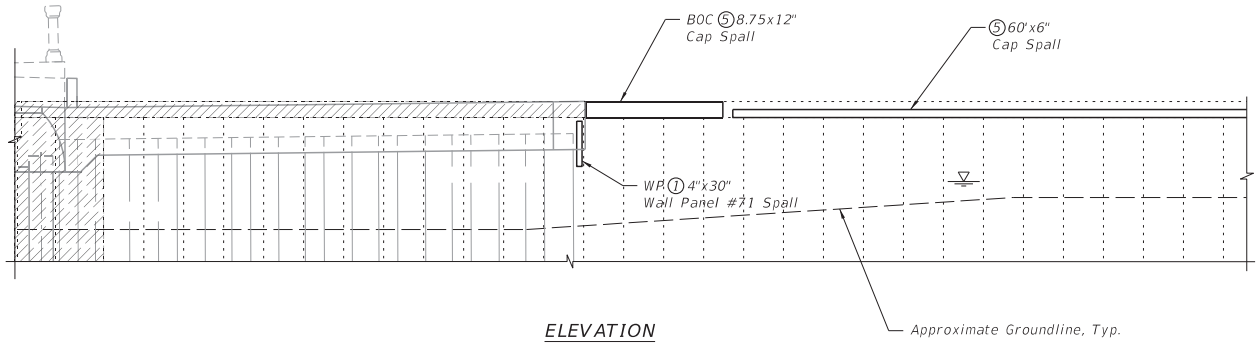


PLAN

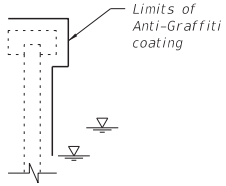


ELEVATION

Notes:
1. TOC = Top of Cap
2. BOC = Bottom of Cap
3. WP = Wall Panel
4. General dimension callout = "L"x"W"x"T"
5. Replace #3 longitudinal bar within cap spall repair.

Legend:

- – Indicates Removal of Existing Seawall
- – ⑤ Spall Repair
- – Indicates facing to be cast
- – Indicates Pressure Cleaning



Anti-Graffiti Rapair Detail

Work Identification

① Repair concrete spalls on wall panels as depicted above and on "Wall Panel Spall Repairs Detail" sheet (Pay Item 401-70-4A).
2. Backfill depressed areas between back of seawall and concrete walkway with 57 stone. Place filter fabric below 57 stone. (Pay Item 901-1A).
3. Pressure clean top and waterward of seawall cap above low tide line and coat with Anti-Graffiti coating (Pay Item 563-4).
⑤ Repair concrete spalls on wall cap as depicted above and on the "Spall Repair Details" sheet (Pay Item 401-70-4).

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
SEAWALL REPAIRS

SEAWALL - PLAN WITH
WORK IDENTIFICATION (3 OF 3)

SHEET NO.
WR-3

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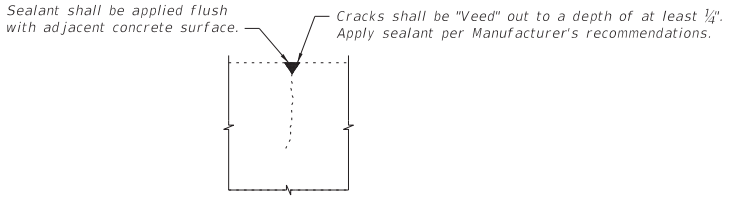


TYPE (2) CRACK REPAIR DETAIL

TYPE 2 CRACK REPAIR NOTES:

1. Seal cracks by polyurethane seal coat.

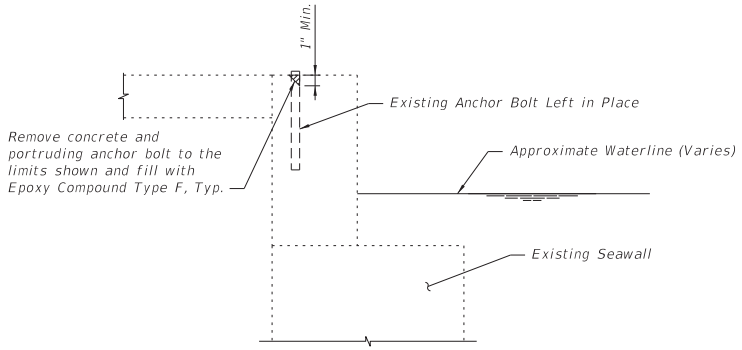
2. Color to match concrete as close as practicable.

3. Crack seal material shall be Sikaflex-1A or approved equal.

4. Where sealant is being applied in close proximity to tidal waters, time the installation to maximize dry curing time during low tide.

5. Contractor shall contain all debris resulting from crack sealing operations.

6. For crack widths greater than ⅜", pack the crack with seawall resurfacing mortar.



ANCHOR REPAIR DETAIL

Notes:

1. Sawcut existing anchor bolt or rebar and clean off any apparent surface rust prior to epoxy filling.

2. See FDOT Standard Specification Section 926 for epoxy material. Epoxy repair material shall be applied flush with adjacent concrete surface.

3. Contractor shall contain all debris resulting from sawcutting and epoxy filling operations.

4. All cost associated with anchor and rebar repairs shall be included in Pay Item 401-70-1.

REVISIONS					
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P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
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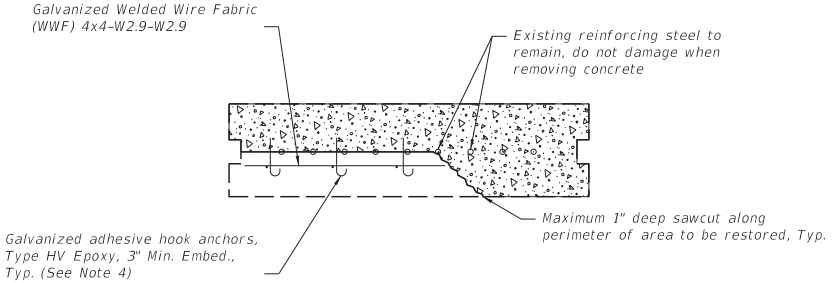
CITY OF FORT PIERCE

INDIAN RIVER DRIVE
SEAWALL REPAIRS

CRACK REPAIR DETAILS

SHEET NO.
WR-4



TYPE (1) WALL PANEL SPALL REPAIR

TYPE (1) WALL PANEL REPAIR NOTES:

1. Repair concrete spall areas in accordance with "Technical Special Provision (TSP) – T401" excluding paragraph three of T401-3 Surface Preparation and Section T401-2 Materials.
2. Exercise extreme caution when removing concrete adjacent to existing reinforcement. Do not damage or break the bond between sound concrete and bottom longitudinal reinforcing steel. When removing damaged concrete in the vicinity of existing reinforcement, utilize hand tools or chipping equipment 10 lbs or less. Any existing reinforcement damaged by the Contractor actions shall be replaced or repaired by the Contractor to the satisfaction of the Engineer at no expense to the Owner.
3. Repair material shall be Sikacrete 211 SCC Plus or approved equal in accordance with Specification Section 930 for ultra high performance repair material. Repair material shall be a self consolidating cementitious material with resistivity less than 50,000 Ω-cm.
4. When installing adhesive hook anchors between bottom vertical bars, install centered between bars.
5. Clean all exposed portions of reinforcement to near white metal SSPC SP-10. Apply corrosion inhibitor in accordance with anode Manufacturer's recommendations.
6. Prior to installing the formwork, surface preparation, welded wire fabric, hooked anchors, and embedded anodes shall be reviewed and approved by the Engineer.
7. In locations where repair could come in contact with tidal events, rinse the area with potable water prior to placement of material and maximize curing time while unsubmerged at low tide.
8. Adhesive hook anchors shall be installed in accordance with Specification Section 416.
9. Contractor shall contain all debris resulting from Type (1) repairs. No debris is permitted in the waterway.
10. All costs associated with the wall panel repairs shall be included in Pay Item 401-70-4A.

REVISIONS					
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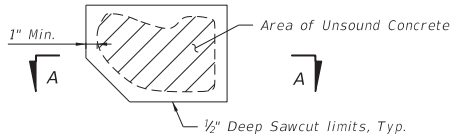
JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

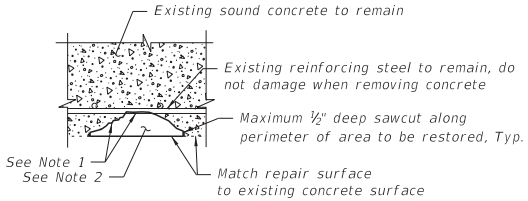
INDIAN RIVER DRIVE
SEAWALL REPAIRS

WALL PANEL SPALL REPAIR DETAILS

SHEET NO.
WR-5



TYPE ④ - SPALL REPAIR



SECTION A-A

TYPE ④ SPALL REPAIR NOTES

1. Surface Preparation
   Remove deteriorated concrete to sound material by scarification or by chipping with light duty pneumatic or electric concrete chippers (30 lbs or less in general, 15 lbs or less adjacent to prestressing strands, reinforcing steel, and structural limits of construction). Provide an aggregate-fractured surface with a minimum surface profile amplitude of 1/4 inch by use of a scabbler or other appropriate means. Blast clean all reinforcing bars exposed after concrete removal in accordance with SSPC SP-10 "Near-White Blast Cleaning." Blast clean existing concrete surfaces that will be in contact with freshly placed repair material and clean to remove loose material and dust immediately before application of repair material.

2. Repair material shall be Type F Epoxy in accordance with Specification Section 926 applied in accordance with Manufacturer's recommendations.

3. Type ④ Spall Repairs are paid for under pay item 401-70-1.

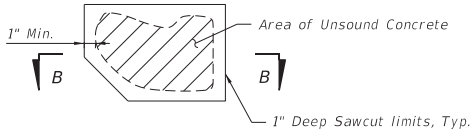
4. Exercise special care when removing unsound concrete to not damage existing reinforcing steel or other embedded anchorages or break the bond between the steel and sound concrete to remain.

5. Any existing reinforcing steel damaged by the Contractor's actions in the process of removing unsound concrete or cleaning reinforcing steel shall be repaired to the satisfaction of the Engineer at the Contractor's expense.

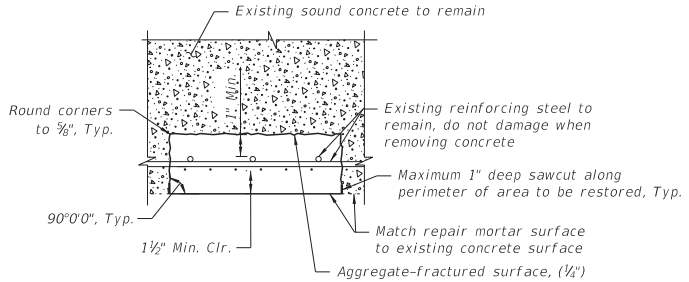
6. Detail applies to both horizontal and vertical repairs.

7. For locations of deficiencies, see bridge "Plan with Work Identification" sheets.

8. The Contractor shall contain all debris resulting from Type ④ repairs and disposed off site.



TYPE ⑤ - SPALL REPAIR



SECTION B-B

TYPE ⑤ SPALL REPAIR NOTES

1. Repair concrete spall areas in accordance with "Technical Special Provision (TSP) - T401". See note 2 for repair material.

2. Repair Material shall be SikaCrete 211 or approved equal in accordance with Specification 930 for Ultra High Performance Repair Material.

3. Type ⑤ Spall Repairs shall be paid for under pay item 401-70-4.

4. Any existing reinforcing steel damaged by the Contractor's actions in the process of removing unsound concrete or cleaning reinforcing steel shall be repaired to the satisfaction of the Engineer at the Contractor's expense.

5. Detail applies to both horizontal and vertical repairs.

6. For locations of deficiencies, see seawall "Plan with Work Identification" sheets.

7. The Contractor shall contain all debris resulting from Type ⑤ repairs and disposed off site. No debris will be permitted in the waterway.

REVISIONS					
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Kimley»Horn
JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
SEAWALL REPAIRS

SPALL REPAIR DETAILS

SHEET NO.
WR-6

TECHNICAL SPECIAL PROVISION (TSP) - T401

T401-1 DESCRIPTION

Replace deteriorated concrete by placing new Portland Cement Mortar as specified in this Section and in accordance with the manufacturer's recommendations. Perform surface preparation and application to all areas as shown on the plans or as directed by the Engineer. No concrete removal will be performed without the Engineer's approval.

T401-2 MATERIALS

Mortar/concrete will be a cementitious repair mortar suitable for pumping, unless otherwise required in the Contract Documents. The selected material will achieve a minimum compressive strength of 4,500 psi at seven days, 5,000 psi at 28 days and a chloride ion permeability (AASHTO T-277) of less than 1500 Coulombs.

For horizontal or vertical spalls with a minimum depth of 1 inch, use repair mortar that includes an aggregate in accordance with the manufacturer's recommendations. For spalls near the tidal zone that may be submerged during cure, add anti-washout admixture.

Provide proposed repair material and method of application, including manufacturer's technical specifications and formulation. Do not place patch materials in lifts. For vertical and overhead applications, place the material using form and pump methods unless otherwise approved based on specific condition of deficiencies. For horizontal applications, place the material using form and pour methods unless otherwise approved based on specific condition of deficiencies.

Materials will be applied in accordance with this Technical Special Provision and manufacturer's recommendations.

T401-3 SURFACE PREPARATION

Remove deteriorated concrete to sound material (or limits described on the plans) by scarification or by chipping with light duty pneumatic or electric concrete chippers (30 lbs or less in general, 15 lbs or less adjacent to prestressing strands, reinforcing steel, and structural limits of construction). Remove concrete that is contaminated with grease or oil.

Provide an aggregate-fractured surface with a minimum surface profile amplitude of 1/4 inch by use of a scabbler or other appropriate means.
Blast clean all reinforcing bars exposed after concrete removal in accordance with SSPC SP-10 "Near-White Blast Cleaning." Replace bars that have lost 25% or more of their original diameter with new bars spliced in place within the original cover, lapping rebar to develop the full strength of the bar as detailed on the plans and, if necessary, providing additional chipping. Dual bars of equivalent or greater section may be used.

Where the bond between existing concrete and reinforcing steel has been destroyed, or where the steel is exposed, remove the concrete adjacent to the bar to a depth that will permit modified concrete to bond to the entire periphery of the exposed bar. A clearance of 3/4 inches to 1 inch behind the bar is required for this purpose. Prevent cutting, stretching, or damaging of exposed reinforcing steel. Any reinforcement damaged during this operation shall be repaired or replaced by the Contractor at no additional cost.

Blast clean existing concrete surfaces that will be in contact with freshly placed repair material and clean to remove loose material and dust immediately before application of repair material.

T401-4 MIXING

Provide a Mix Plan for quantities of bag mix in excess of 1 cubic yard at a single location for the Engineer's approval including: manufacturer's specifications, method of mixing, means of application, and placement procedure to provide a homogenous pour free of cold joints. Use clean mixers and accurately proportioned ingredients. Mix the materials at the site. Ensure that the material, as discharged from the mixer, is uniform in composition and consistency

T401-5 PLACING AND FINISHING

T401-5.1 Typical Spall Repair: A concrete bonding agent, compatible with the repair material and approved, will be applied to the exposed reinforcing steel before the placement of new repair material, and, if recommended by the material manufacturer, to the existing concrete. The compound will be applied and cured in accordance with approved manufacturer's instructions. The bonding agent will contain corrosion inhibitors. Provide measures for dewatering areas near the waterline, or provide alternate suitable repair materials for use underwater.

Repair areas of unsound concrete with the following modifications for spalls greater than 1 inch deep. Cut the upper perimeter of sound concrete to an angle sloping slightly upward to avoid entrapping air and water. Form area to be repaired to original neat lines. Forms will withstand the anticipated head pressure of the repair material and a minimum pressure of 10 psi. Place formwork and formwork supports by stainless steel inserts where required. Stainless steel inserts shall be located in sound concrete and may remain in place. Stainless steel inserts to remain in place will be recessed and patched.

The Contractor will employ a qualified Specialty Engineer to design all forming systems (including method of support and attachment). Prior to placement of formwork, submit detailed plans and design calculations for approval which have been signed and sealed by a qualified Specialty Engineer.

Apply form release agent, compatible to the repair material, to the interior surfaces of form. Pump material into forms with proper venting to ensure complete filling of voids, starting with a port at the bottom of the form. Perform external form vibration as necessary to insure proper consolidation. Cap vents when steady flow of material is ensured then fill until an immediate increase of 3 to 5 psi is detected. See plans for additional details. At the Engineer's discretion, gravity fed pours may be allowed in some cases for uniform deficiency shapes where quality control can be assured after trial installations.

When the depth of concrete removal exceeds 2", install welded wire fabric and adhesive hooks, as detailed on the plans.

Match repair surface to surrounding concrete surfaces. All exposed edges will be chamfered 3/4 inches unless otherwise noted or directed by the Engineer. Provide V-grooves, construction joints, and drip notches to match any existing. Open construction joints are not permitted. Cure as required to prevent shrinkage cracking.

T401-6 QUALITY CONTROL

Include the work under this Technical Special Provision in the Contractor Quality Control General Requirements set forth in Section 105.

The Contractor will secure the services of a manufacturer representative to visit the construction site to train inspection and contractor personnel in the application of the cementitious mortar repair system prior to application. The representative will also observe initial application and testing to confirm that application is performed in accordance with the manufacturer instructions. At a minimum, manufacturer representative will be available to the Contractor and the Engineer for technical advice and inspection of the application during the duration of cementitious mortar repairs. Upon completion of the project, the manufacturer will provide a statement indicating that the material has been mixed per manufacturer requirements.

T401-7 LIMITATIONS

Make 4 to 6 extra test cylinders (as requested by the Engineer) and test for compressive strength gain determinations. The Engineer will determine the time of testing. Cure test cylinders in air for the full curing period required before testing. Do not place repair material at ambient temperatures below 45°F, or above 85°F, or more stringent temperature ranges provided by the manufacturer unless adequate protection is provided against adverse effects of extreme temperature conditions.

Coarse aggregate to extend repair material (when bagged mix is used) will be maintained at a clean, dry, location where protected from the elements to avoid material contamination. Quantity of aggregate for grout extension will be as recommended by material manufacturer. Use either prepackaged coarse aggregate (included within the repair material bag mix) or from a Department approved source.

T401-8 METHOD OF MEASUREMENT

The quantity to be paid for will be the volume of Latex Modified Mortar, Styrene-Butadiene in cubic feet authorized, furnished, installed, and accepted to restore spalled areas. The method used in determining the volume will be the surface area in square feet multiplied by the average depth of such areas.

T401-8 METHOD OF MEASUREMENT

Price and payment will be full compensation for all work specified in this Technical Special Provision.

Pay Item No. 401 70 4 Restore Spalled Areas, Portland Cement Grout per cubic foot.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

Kimley»Horn
JERRY MARCUS PICCOLO, P.E.
P.E. LICENSE NUMBER 80484
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
(561) 845-0665
REGISTRY No. 35106

CITY OF FORT PIERCE

INDIAN RIVER DRIVE
SEAWALL REPAIRS

TECHNICAL SPECIAL PROVISION (TSP) - T401

SHEET NO.
WR-7

City Commission Regular Meeting - 5:05 PM **11. F.**

Meeting Date: 07/21/2025

Re: Authorization to Award RFP 2025-017 for Sunrise Theatre Operations Concession to the Highest Ranked Respondent, VenuWorks, and to Authorize staff to enter into contract negotiations

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

---

SUBJECT:

Approval of Award of RFP 2025-017 for Sunrise Theatre Operations Concessionnaire to the highest ranked respondent, VenuWorks, and to authorize staff to enter into contract negotiations.

SUMMARY:

The Sunrise Theatre has traditionally operated as a City-managed department under an enterprise fund structure. To explore a new management approach, the City issued RFP No. 2025-017 seeking proposals from qualified concessionaires to assume full operational responsibility for the Theatre.

The RFP sought to identify a qualified partner to staff, operate, and program the Sunrise Theatre. While the final terms will be negotiated, the core responsibilities of the concessionaire are expected to include maintenance, programming, ticketing, customer relations, marketing, food and beverage, security, financial management and back-office functions.

Proposals were evaluated based on relevant experience and organizational history, team qualifications, financial projections and economic impact, implementation plan, and alignment with preferred elements of the RFP.

VenuWorks ranked highest by the evaluation committee.

RECOMMENDATION:

It is recommended that RFP 2025-017 be awarded to the highest-ranked respondent, VenuWorks, and that staff be authorized to enter into contract negotiations. The final agreement will be presented to the City Commission for approval.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Shyanne Harnage, Director, Community & Economic Development

COORDINATED WITH:

1. Purchasing Division
2. Evaluation Committee:
    - Charlotte Bireley, Director of Tourism and Marketing, St. Lucie County
    - Jon Moses, Executive Director, Riverside Theatre
    - Wendy Rydzewski, Accountant, City of Fort Pierce
3. City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

There is no fiscal impact associated with this action at this time. Financial terms will be finalized during contract negotiations and presented to the City Commission for approval as part of the final agreement.

Attachments

RFP 2025-017
Recommendation to Award Form
Bid Tabulation Memo
VenuWorks Submittal
Boca Black Box Submittal
Emprise Submittal
HZIP LLC Submittal
Ryan Mgmt Group Submittal
Cumulative Matrix
Legal Advertisement
Presentation

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/15/2025 12:20 PM
City Manager	Richard Chess	07/15/2025 12:42 PM
Form Started By: Awilda Colon		Started On: 07/09/2025 01:57 PM
Final Approval Date: 07/15/2025		

CITY OF FORT PIERCE
100 N. U.S. Hwy. 1
Fort Pierce, FL 34950

REQUEST FOR PROPOSAL

RFP #2025-017

FT. PIERCE SUNRISE THEATRE OPERATIONS CONCESSION

RFP Issue Date	**January 28, 2024**
Pre-Proposal Meeting	**February 18, 2025**
Deadline for Questions	**February 25, 2025**
Proposals Due/Opening	**March 5, 2025**
Evaluation Committee Processed Completed	**March 2025**
Commission Approval Rankings	**March 2025**
Negotiations Commence	**Immediately after Ranking Approval**
Agreement Recommended to Commission	**May 2025**
Anticipated Start of Concession	**June/July 2025**

Submit Proposals Via DemandStar
https://www.demandstar.com

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SECTION 1.4 – FACILITY AND CONCESSION OVERSIGHT; COMPENSATION **7**

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EXHIBITS

A SUNRISE THEATRE FLOOR PLANS

B THEATRE'S SEATING CHART

C CITY'S CAPITAL IMPROVEMENTS TO THE FACILITY

D CITY'S 10-YEAR CAPITAL IMPROVEMENT PLAN

E 2019 THROUGH 2025 HISTORICAL EVENTS LIST

F CITY'S 2024 OPERATING BUDGET FOR THE SUNRISE THEATRE

G INSURANCE REQUIREMENTS

H PUBLIC ENTITY CRIMES FORM

I AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

FT. PIERCE SUNRISE THEATRE OPERATIONS CONCESSION

REQUEST FOR PROPOSAL RFP # 2025-017

Non-Mandatory Pre-Submission Site Visit:	**February 18, 2025,** AT 10:00 AM
Proposal Deadline:	**March 5, 2025,** AT 3:00 PM

The City of Fort Pierce ("City") has issued a Request for Proposal ("RFP") to interested, qualified, and licensed concessionaires for the following services/project: **FORT PIERCE SUNRISE THEATRE OPERATIONS CONCESSION. The City of Fort Pierce encourages small and minority businesses, and women business enterprises to submit proposals.**

Proposals must be received by the deadline date, submitted through:

DEMANDSTAR
https://www.demandstar.com

Copies of the RFP will be available on the City's website: www.cityoffortpierce.com/187/Purchasing- Division or may be obtained on Demandstar.

For further information contact:

Gelencia Carter, Purchasing Manager 772.467.3102

Questions and comments must be received no later than Noon of **February 25, 2025**. Proposers, their agents, and associates must comply with the City's anti-lobbying rules and must limit contact with the City to the above-named procurement point of contact. Violators will be subject to disqualification and potential debarment.

Dated: **January 27, 2025**

SECTION 1. INFORMATION FOR THE PROPOSERS

1.1 THE CITY OF FORT PIERCE

The City of Fort Pierce (the "City"), a municipality located in, and is the county seat of, St. Lucie County, Florida. The City is part of the Treasure Coast region of Atlantic Coast Florida and is also known as the Sunrise City. The City's current population is just over 47,000 residents. The city was named after the Fort Pierce Army post which was built nearby in 1838 during the Second Seminole War and lasted until 1842. The military post had been named for Benjamin Pierce, a career Army officer and the brother of President Franklin Pierce. The first permanent settlement of the current City was during the 1860s. In 1901, the City was officially incorporated as a municipality. The City has a total area of 20.8 sq. miles, of which 14.7 sq. miles is land and
6.0 sq. miles is water. The City is a full-service municipality providing a broad range of municipal services to its residents, including police, public works, and cultural, parks, and recreational services.

Beaches and Port: Fort Pierce boasts the beautiful Indian River Lagoon, pristine beaches, and clear and clean waters. The Port of Fort Pierce is one of Florida's 14 deepwater ports, focused on mega yacht repair and retrofit operations (MRO) and operated by Derecktor Shipyards. The Treasure Coast International Airport (TCIA) is on track to be a thriving aviation MRO. The customs experience is ranked # 1 by private pilots.

Fort Pierce Inlet: The Fort Pierce Inlet celebrated its 100th anniversary in 2021. It connects the Atlantic Ocean with the biodiverse Indian River Lagoon. The City Marina has been restored and enhanced and is now protected by a unique waterfront island protection and water cleaning system. With additional docks, enhanced marina amenities, dinghy docks for day-trippers, and a recently dredged channel for larger vessels, the Fort Pierce City Marina is a premier destination for boaters.

Parks and Recreation: Throughout the city, our parks and recreation facilities have been enhanced and improved, including Moore's Creek and Inlet Linear Parks, Causeway, South Beach, Jetty Park, Maravilla Park (including a dog park), Dreamland Park, Pioneer Park, Old Fort Park, Veterans Memorial Park, Marina Square, and the Indian Hills Restoration and Recreation Area.

Redevelopment: Fort Pierce has redeveloped and beautified our historic Downtown, the Avenue D corridor, and South Hutchinson Island. A seven-acre site located on Moore's Creek is ready for redevelopment as King's Landing. Fisherman's Wharf is expected be redeveloped with uses that create a buffer zone between Historic Edgartown and the Port of Fort Pierce. The Melody Lane Fishing Pier is a new addition for residents and visitors to take advantage of the enhanced fishing created by the islands in the Lagoon.

Culture: The Sunrise Theatre, a 1200-seat performing arts venue (and the subject of this RFP) has been restored. The Highwaymen Heritage Trail features 26 African American speed-painters of Florida landscapes who sold their art from their vehicles along the highways of South Florida. The Zora Neale Hurston Dust Tracks Trail commemorates the noted author and anthropologist who lived her last years in Fort Pierce. Recently, the City acquired historic school property, Means Court, now a center for neighborhood improvement. Additionally, a new Highwaymen Museum has been identified, along with continued support of the Lincoln Theatre restoration. Our museums include the A, E. "Beanie"

Backus Museum and Gallery and the St. Lucie Regional History Museum, with its satellite Adams Cobb Cultural Museum in the P.P. Cobb Building.

Clean Water: The Fort Pierce Inlet keeps the waters of the Indian River Lagoon clean and adds just the right amount of salinity from the Atlantic Ocean. Marine research is conducted by the Smithsonian Marine Station, Harbor Branch Oceanographic Institution, and the Ocean Research and Conservation Association. The Indian Hills Restoration and Recreation Area cleans the water before it enters the Lagoon, as does the Veterans Memorial Park. The multiuse SUN Trail opened its first segment in 2022 connecting the city-owned and operated Indian Hills Golf Course to south of Savannah Road.

Attractions: A popular tourist attraction, the National UDT Navy SEAL museum commemorates the birth of the Navy frogmen here in Fort Pierce and chronicles the evolution of this military unit to today's Navy SEALs. Nearby Port St. Lucie is the Spring Training home of the New York Mets. Private and public golf courses are plentiful, including the world-renowned PGA courses in Port St. Lucie as well as St. Lucie County's Fairwinds Golf Course and the city-owned and operated Indian Hills Golf Course. The highly-rated Downtown Fort Pierce Farmers' Market is a Saturday morning tradition at Marina Square along with the Green Market every Wednesday afternoon.

Education: School graduation rates improved to 94.5% in 2020-2021. Fort Pierce has excellent private schools, including St. Anastasia and John Carroll Catholic schools and St. Andrews Episcopal Academy lower and upper schools. We are proud to be the home of Indian River State College, ranked highest in affordability in Florida. In 2019, IRSC won the Aspen Prize for community college excellence, making it the #1 community college in the nation.

Medical Care: Fort Pierce is the home of Lawnwood Regional Medical Center, a Level II Trauma Center hospital with many unique services. Lawnwood is a Level III Neonatal Intensive Care Unit and a Pediatric Emergency Care unit. Lawnwood is known throughout the region for its experienced cardiac and pediatric services. Lawnwood has embarked on a $100 million investment at the Lawnwood campus. The newly completed Ardie R. Copas State Veterans' Nursing Home is located in nearby Tradition.

1.2 THE SUNRISE THEATRE

The 1,200-seat Sunrise Theatre opened in 1923 and served as a Vaudeville house and motion picture movie theatre. It continued to serve as a house for major Hollywood studio films through the 1950s. In 1997, the St. Lucie Preservation Association purchased the Sunrise Theatre and began the process to transform it into a performing arts center and ultimately an anchor for the revitalization of the City's Historic Downtown District. It was purchased with the intent of providing historic preservation of the resource, delivering a cultural facility and performing arts venue to Fort Pierce residents, and serving as an economic engine for the downtown. In 2006, the Sunrise Theatre opened with great fanfare. The City of Fort Pierce took ownership in 2007, and it is currently managed by the City staff, operating as an Enterprise Fund.

The theatre is ADA compliant and meets current Florida Building Codes. A detailed depiction of the Theatre's floorplan and seating chart are attached as **Exhibit "A"** and **Exhibit "B"**.

The City is now looking to take a new approach and contract with a concessionaire to provide facility oversight, financial management, programmatic responsibility, and stewardship of the Theatre. The facility includes administrative office space (6 offices), catering/meeting room (no kitchen), 3 bars in the main Theatre, an historic lounge, 4 dressing rooms with full bathrooms, one dressing room with no bathroom facilities, laundry room, and multi-functional Black Box with bar. A complete floor plan of the Sunrise Theatre is attached to this solicitation.

1.3 THE CITY'S GOAL; THE IDEAL PARTNER

Scope of Services: The City seeks through this RFP to identify and reach agreement with a concessionaire to staff, operate, and program the Sunrise Theatre. While the exact parameters will be subject to negotiations between the City and successful Proposer, the core elements of the concessionaire's duties will be the following Scope of Services:

- **Maintenance**. As has been described above, the City has, over time, expended substantial resources toward the restoration, renovation, and maintenance of the Sunrise Theatre. The City continues to program into its capital improvements budget the repair or replacement of major building components and systems. Copies of the City's Capital Improvements to the facility, and the City's 10-year Capital Improvement Plan are attached as **Exhibit "C"** and **Exhibit "D"**. In terms of major systems, there are two HVAC projects that the City has identified as beneficial in the near and far terms. In the near term, the City will be replacing the main chiller and 2 water pump stations. A bid for the chiller/pumps has been issued through Purchasing and will be funded by the City. Bids are due 1/17/25. This project is expected to be completed prior to the concessionaire assuming operations. The other project involves replacing air handling equipment to improve air flow in the facility. This project is not immediately needed and so will be addressed in a future City fiscal year.

  The responsibility of the concessionaire will be to perform cleaning throughout the entire facility on a schedule to be agreed to by the City. The concessionaire will also be responsible for maintenance of all removal of solid waste pursuant to the rules of the City's solid waste removal provider and for ensuring water and wastewater are functioning and unobstructed. The concessionaire must ensue all drains and grease traps are properly cleaned and serviced.

  The City has certain basic lighting and sound amplification fixtures installed in the Theatre. Specifically, general sound and lighting console, as well as all conventional lights and stage monitors, are owned by the Sunrise Theatre. The sound and light equipment for the Black Box is all owned by Sunrise Theatre. However, the concessionaire may determine that these resources must be augmented in order to attract new, more complex, or more elaborate programming. In that event, concessionaire will be required to acquire and install those resources, and the City will have the ability to review installation plans to ensure the physical integrity of the building will be maintained. The concessionaire will be responsible for maintaining all sound and lighting within the facility.

- **Programming**. The concessionaire will be responsible for planning and refining all programming to be presented in, and all events to occur at, the Sunrise Theatre. While the concessionaire will have a primary focus of providing programming and events geared toward maximizing attendance and profitability, it will also be expected to provide opportunities for diverse programming and local events which speak to the unique culture and community of Fort Pierce. Responsibilities will include marketing the venue to shows and events, negotiating and booking shows and events, and coordinating the logistics surrounding shows and events. While the concessionaire is acting in a private capacity, and while the City expects some programming to be provocative or thought provoking, the City will desire that programming adhere to prevailing community standards and so obscene program content, as defined by Florida Statutes Chapter 847, will not be part of the concessionaire's event or programming offerings. By way of historical perspective only, a 2019-2025 list of events which have occurred at the Theatre is attached as **Exhibit "E"**.

  The City will also expect the concessionaire to propose ways to expand opportunities for the Sunrise Theatre to be used more frequently for private events (such as weddings and parties), so that the use of the venue may be increased from what has historically been the case.

- **Ticketing and Customer Relations**. The concessionaire will be responsible for the operation of box office, online, and app-based ticketing and reservations. To ensure the security of customers' data, the concessionaire will be required to utilize reservation and ticketing systems which employ the most up to date security measures in the industry with the goal of safe, secure payments and ticket management.

  Concessionaire will be responsible for providing customer service to all aspects of the Theatre's operations, to include customer service to programming presenters and event organizers, vendors of services and commodities to the Theatre or concessionaire, and Theatre customers. Concessionaire will be required to provide information on the Theatre's website indicating telephonic and email customer service options, at a minimum.

- **Marketing**. Core to the success of the Theatre will be quality programming. But, the best programming still needs to be marketed. Concessionaire will be responsible for all aspects of marketing the programming it designs and books. Concessionaire will also be expected to enhance marketing of the Theatre's spaces during periods where the venue is not in use for performances. The City believes that the venue has untapped potential to be used more frequently for community and private social and business events, particularly if kitchen facilities are enhanced. Concessionaire will be obliged to create and maintain a Sunrise Theatre website, and to ensure its contents are up to date and that it is securely hosted and reasonably safe from being taken over. The City will provide a link to the concessionaire's site from its own website.

  In addition to these marketing efforts, the City also believes that with a private operator taking over Theatre operations, there will be greater opportunities to obtain sponsorships for individual programs, as well as the facility (or parts thereof) which would not raise the same public ethics law issues as when a governmental entity may seek similar arrangements. Proposers are therefore encouraged to include in their

proposals how they see sponsorships being improved. While these may include naming rights, Proposers will understand that “Sunrise Theatre” must continue to be in the facility’s name.

- **Food and Beverage**. As the description of the facility sets forth, there are currently several bar locations, but limited facilities related to prepared foods. At base, the concessionaire shall be responsible for negotiating and administering all contracts with food and beverage vendors. The concessionaire will also be responsible for ensuring that all state and federal food and beverage laws are complied with and all required licenses are obtained and maintained in good standing through the term of the agreement. The Theatre is subject to a Series 11PA (Performing Arts/beer, wine and liquor) Florida liquor license (# BEV6602701), which is valid through March 31, 2025.

  While currently there are no on-site food preparation facilities, the City believes the layout of the Theatre could be re-configured to allow for the installation of modest prep/cooking/cleaning facilities and that the presence of such facilities may encourage caterers and event organizers to choose the Sunrise Theatre for their next rehearsal dinner, company training event, reunion, or the like. Therefore, the City encourages Proposers to set forth in their proposals what ideas they would have both in terms of how such modest facilities could be installed, what compromises to existing spaces and uses would be needed, how the construction of such spaces would be paid for, and projected revenue impacts were such facilities present on site.

- **Security**. The City has installed various basic security measures at the Sunrise Theatre. The concessionaire will be responsible for ensuring its staff have a full functioning knowledge of the use of these measures such that the concessionaire ensures they are properly used in accordance with security protocols to be agreed to by the City. The concessionaire may determine that it wishes to install additional security measures to reduce its risk of loss. If it does so, the concessionaire will be required to coordinate such improvements with the City. The concessionaire will also be responsible for contracting with law enforcement and/or private security at such levels as a reasonable and experienced venue operator would anticipate to be prudent given the nature of the event.

- **Back-office operations**. Once the concessionaire assumes control of the facility, it will be solely responsible for performing all human resources, accounting, finance, IT, regulatory compliance, and legal functions related to the Theatre’s operations. The successful Proposer must be able to demonstrate its capacity to handle each of these functions either directly or through qualified concessionaire service providers. While final terms will be subject to negotiations, the concessionaire will be required to maintain insurance coverages in the forms and amounts deemed necessary by the City, and covering the City by way of additional insured status and through indemnification. The City does not expect concessionaire to maintain insurance on the physical building (risk of loss to the structure). The City will continue to cover risks to the building and its fixtures either through self- insurance or its own insurance coverages.

  With respect to human resources, the City discloses that three current City employees serve as the Theatre Executive Director, Technical Director, and Maintenance

Manager. The concessionaire will be asked to consider affording these employees an opportunity to join the concessionaire's team so long as they would be willing and qualified for a position in concessionaire's organization.

With respect to accounting and financial management, concessionaire will be required to follow all generally accepted accounting principles and will not be permitted to intermingle the books of the Theatre with any other business or venture concessionaire may own or operate. Where concessionaire acquires services or commodities from a vendor under a blanket agreement which also serves other such businesses or ventures, concessionaire will be required to ensure purchases made for the Theatre are separately accounted for and not used for such other businesses or ventures. Concessionaire will be solely responsible for ensuring that all state and federal tax laws are complied with, all required tax returns or reports are filed, and all taxes timely paid.

Minimum Qualifications: The City seeks a concessionaire that will work with the City as a true partner to usher in the next chapter in the Sunrise Theatre's history. To make this the most successful chapter ever, the City wishes to partner with a concessionaire with the following characteristics:

- A strong knowledge of and history working in the theatre programming and operation industry.
- Demonstrated ability to deliver the scope of services set forth in this RFP.
- Experience in event marketing at both a local and regional level.
- Demonstrated ability to build business and community relationships.
- Operational resources able to handle the maintenance, technology, and accounting responsibilities the City will require.
- A strong culture of customer service, business ethics, and environmental responsibility.

1.4 FACILITY AND CONCESSION OVERSIGHT; COMPENSATION

The City currently owns and operates the Sunrise Theatre. However, once a concession agreement has been successfully negotiated and approved, the City intends to transfer the facility and assign the concession agreement to the Fort Pierce Redevelopment Agency (FPRA), an agency created under and operated pursuant to Part III, Florida Statutes Chapter 163. The intent of the City is that the Sunrise Theatre will become financially successful and that the profits realized (after concessionaire's compensation) will help enhance the FPRA's budget and afford it the opportunity to enhance its ability to deliver on its community redevelopment mission.

With respect to the City's compensation for the grant of the concession, final terms will be subject to negotiations between the City and the successful Proposer. However, Proposers are required to include in their proposals a proposed compensation model. Proposers may (and are encouraged to) propose compensation models in the alternative as the City will be open to different models. The City believes that a compensation model which has a component of shared risk and shared reward is desirable, such that when the venue is more financially successful, the City and concessionaire would also be more successful. Therefore, proposals with such models would be preferable to those without. While not mandated, the

City contemplates a “base payment plus percentage” model would be part of each proposal.

The concessionaire will be required to provide quarterly reports to the City/FPRA setting forth financial and performance metrics. A copy of the City’s 2024 Operating Budget for the Sunrise Theatre is attached at **Exhibit “F”**.

1.5 CONTRACTING PARTY AND ABILITY TO SUBCONTRACT

The most desirable Proposer will be able to demonstrate its ability to provide the full range of the Scope of Services internally. However, the City acknowledges that there are varying operating models when it comes to small and mid-size Theatre facilities. Therefore, Proposers are not prohibited from proposing that some elements of the Scope of Services would be performed by one or more partners such as subcontractors. However, Proposers must understand that the City will not accept proposals which are submitted by multiple entities. There shall be only one Proposer (which may be a single entity or a Joint Venture registered under Florida law). If a Proposer intends to utilize subcontracting for portions of the Scope of Services, the City will give preferences to proposals which contain written evidence that such subcontractors have already committed to provide the services and demonstrates the subcontractor’s capacity to be successful.

Given the City’s desire for the Theatre’s operations to continue to have a local flare, Proposers are encouraged to seek out and partner with locally-based providers of services where cost and quality are equivalent to out- of-area providers.

1.6 ANTI-LOBBYING PROVISION

Upon the issuance of this solicitation, or during renegotiation of an existing contract, no prospective offerors/proposers or their agents, representatives or persons acting at the request of such offerors/proposers shall contact, communicate with, or discuss, either in person, by phone, email, or text message, any matter relating to the solicitation or the renegotiation with any City officers, agents, or employees (including the City Commission and City Manager) other than the procurement official or procurement agent designated in the solicitation, unless otherwise provided for in the solicitation or otherwise directed by the procurement official. This prohibition includes copying such persons on written communications with the procurement agent, but it does not apply to presentations made to evaluation committees or at a City Commission meeting where the City Commission is considering approval of a proposed contract. This prohibition ends upon issuance of a purchase order or execution of the final contract, or when the solicitation has been canceled or the renegotiation efforts are terminated. Renegotiation will be deemed to have commenced upon vote of the City Commission directing renegotiation or on issuance of a written notice from the procurement official to the existing contractor instituting a renegotiation process. **Failure of vendors seeking to conduct or potentially interested in conducting business with the City to strictly adhere to this section will result in the offender’s bid, proposal, or response being disqualified from further consideration and may also result in the suspension or debarment of the offending vendor**.

The designated point of contact for this solicitation is: **Gelencia Carter**, Procurement Manager, 772.467.3749

1.7 GENERAL SOLICITATION PROVISIONS

A. This RFP is intended to provide an opportunity for interested Proposers to demonstrate their experience, capacity, capability, and interest to operate, manage, maintain, and market the Sunrise Theatre. This solicitation, together with its supplemental information and any subsequently-issued addenda responses, comprises the RFP. The objective of this solicitation is to encourage prospective operators to submit sufficient information about their qualifications and their recommendations and proposals as to how the various activities comprising the Scope of Services might be delivered, so that the City can select its eventual partner for this crucial role with confidence.

B. Trade Secrets. The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

"Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret;

2. Of value;

3. For use or in use by the business; and

4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

However, the City will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to City solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. **PLEASE NOTE** that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency confidential. Thus, the mere designation of an entire submission as "confidential" will

be insufficient to comply with this requirement.

While the City will, to the extent possible, cooperate in any court action a bidder, proposer, or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer, or responder fails, prior to the submission of their materials to the City, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.

In the event any record is requested under the Public Records Act, procurement staff will consult with the City's legal counsel and, if City's legal counsel agrees with the designation, the City will assert the exemption and redact the relevant materials. If the City's counsel disagrees with the designation, City staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The City notes that absent some unusual justification, a bidder's or proposer's contract price shall not constitute a trade secret.

C. Anti-Discrimination/EEO. The successful Proposer will be required, during the term of its performance, to refrain from discrimination against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability, or national origin.

D. Vendor List Certification. The City requires a certification from Proposer that their firm is not on the following Vendor List maintained by the Florida Department of Management Services. The Florida Department of Management Services prohibits the use of vendors which appear on their Vendor Lists.

Florida Statute § 287.1346 Forced Labor Vendor List
Florida Statute § 287.133 Convicted Vendor List/Public Entity Crimes Florida Statute § 287.134 Discriminatory Vendor List
Florida Statute § 287.1351 Suspended Vendor List Florida Statute § 287.137 Antitrust Violator List
Florida Statute § 287.135 Scrutinized List of Prohibited Companies Florida Statute § 287.057(1-3) Federal Excluded Parties List

E. Accommodation of Disabilities. Prospective Proposers with disabilities requiring an accommodation to attend the pre-Proposal meeting or to otherwise participate in this RFP process should contact the City Clerk's Office as promptly as possible to allow the City to examine the request and determine what if any accommodations are possible.

F. Proposer Expenses. The proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the proposal. No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that Proposer may incur in preparing and submitting proposals called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing, photocopying, postage, per diem, travel expenses, and the like, incurred by the Proposer. The City will not be liable for any costs incurred by the Proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

G. Responsible Proposer. A contractor, business entity, or individual which is fully capable to meet all of the requirements of the solicitation and subsequent contract, which possesses the full capability, including financial and technical, to perform as contractually required, and which must be able to fully document the ability to provide good faith performance.

H. Responsive Proposer. A contractor, business entity, or individual which has submitted a proposal that fully conforms in all material respects to the RFP and all of its requirements, including requirements as to form and substance.

I. Public Records. All records generated in response to the concession agreement to be awarded by the City will be a public record. The concessionaire will be required to comply with the provisions of Florida Statutes § 119.0701 and the contract will expressly set forth those requirements.

J. Immigration Compliance; E-Verify. The concession agreement awarded by the City will contain provisions requiring the concessionaire to be in compliance with the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, et seq. and regulations related thereto, § 274A(e) of the Federal Immigration and Employment Act, and Florida Statutes § 448.09(1) and § 448.095(5).

K. While final coverages and terms will be subject to negotiation, the City's Risk Manager has determined that initially the concessionaire should comply with the Insurance Requirements set forth in the attached **Exhibit "G"**.

L. Questions from Potential Proposers. The City will accept and encourages potential Proposers to submit questions related to this RFP. Questions must only be submitted through DemandStar or directly to the designated procurement point of contact. Questions will be received only through **noon on February 25, 2025**. The City will endeavor to respond by the response date set forth in this RFP, however, there is no guarantee the City will be able to respond to every question if submitted at the last minute. Therefore, potential Proposers are encouraged to carefully review this RFP and submit questions as promptly as possible. Several potential Proposers may submit variations of the same question. In those cases, the City may elect to combine and re-word these questions so that one question and response will address the numerous variations submitted. The City's official responses will be issued by way of

published addenda, which will be sequentially numbered. All addenda issued shall become part of this RFP for all purposes. No written or verbal response from any City official will be deemed to be an official response unless issued by the City's procurement staff as an addendum to this RFP.

1.8 ELEMENTS OF THE PROPOSAL; SUBMISSION

In addition to the various forms and documentation required to be submitted, responsive proposals must include:

- A cover letter outlining the Proposer's interest.
- A table of contents.
- A year one through year five projected operating budget (showing expenses and revenues), which must include attendance and expense projections.
- A 30/90/120-day transition plan.
- A narrative setting forth the Proposer's history of provision of substantially similar scopes of services for other jurisdictions, entities or venues.
- Copies of the relevant licenses and certifications possessed by Proposer.
- A narrative providing the experience, length of service, and professional credentials and backgrounds of the individuals the Proposer proposes to be key team members.
- A company history of the Proposer, including longevity, growth, stability, profitability (as relates to for-profit Proposers), financial resources, and its legal/claims status.
- A narrative outlining the extent to which the Proposer possesses the in-house capabilities and resources to provide the services in the Scope of Services, or the extent to which the Proposer will seek to partner with third parties. For ease of review by the City, Proposers should address each element of the Scope of Services in separate sub-tabs.
- Copy of the Proposer's current financial audit.
- A description of all current litigation Proposer is involved in, or has been involved in in the past 4 years, related to the Proposer's provision of services to other jurisdictions, venues or organizations. If the litigation concluded, provide the outcome of the litigation.
- A description of any criminal charges filed against the Proposer or any of its officers in the past 4 years, including the nature of the charges and, if no longer pending, the disposition.
- A list of references from other jurisdictions, venues or organizations for which Proposer has provided some or all of the services outlined in the Scope of Services.
- A detailed timeline for bringing online each element of the Scope of Services.
- A Sworn Statement on Public Entity Crimes pursuant to Florida Statutes § 287.133(3)(a) (attached as **Exhibit "H"**).

- An affidavit (attached as **Exhibit "I"**), pursuant to Florida Statutes § 787.06(13), attesting under penalty of perjury that the Proposer does not use coercion, as defined in Florida Statutes § 787.06(2)(a), for labor or services.

Each of these shall be separately "tabbed/hot linked" in the submitted Proposal.

All proposals shall be submitted through DemandStar. In addition, Proposers must provide one (1) original printed proposal, (5) printed copies, and one (1) electronic version on a USB drive, in a shipping envelope or box clearly labeled Proposal for Sunrise Theatre RFP 25-017, and delivered to:

City of Fort Pierce
Attn: Purchasing
Division Room 101
100 North U.S. #1
Fort Pierce, FL 34950

1.9 EVALUATION AND NEGOTIATION PROCEDURES

These evaluation procedures set forth the process and criteria the City intends to use to identify a Proposer with which it would then begin negotiations. To facilitate the evaluation process, Proposers shall ensure they fully respond to all required information in their proposals and include sufficient information to allow the City to thoroughly evaluate their proposals. Pursuant to Florida Statutes § 119.071(1)(b)(2), all proposals submitted to the City shall be exempt from public records disclosure until such time as the City provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Subsequent to the end of the proposal submission deadline, City procurement staff will open all evaluations and begin review of each to ensure each proposal has included all required information (the responsiveness review) and that the Proposer possesses the base qualifications set forth in the RFP necessary to be minimally qualified to propose (the responsibility review). The City procurement staff will then convey all responsive and responsible proposals to the members of an Evaluation Committee.

The City Manager will appoint an Evaluation Committee the membership of which may include the City Manager, the FRPA Director/Administrator, and other relevant stakeholders and subject matter experts. The Evaluation Committee members will first evaluate the written proposals individually.

The Evaluation Committee may choose to conduct oral interviews with and/or receive oral presentations from one or more of the Proposers. Pursuant to Florida Statutes § 286.013(2)(b), any portion of an Evaluation Committee meeting at which a Proposer makes a presentation, or at which the Proposer answers questions, or during which the Evaluation Committee discusses negotiation strategies, may be closed to the public (including other competing Proposers or their agents). If the Evaluation Committee chooses to conduct oral interviews and/or to receive presentations, Proposers will be informed whether such portions of the meetings will be closed to the public. If the City

elects to close any such portions of the Evaluation Committee's work, the City will ensure a recording of such portions will be made in accordance with the statute.

If presentations are requested, the Procurement Manager will establish the schedule, and Proposers will be notified within a reasonable time (generally 7-calendar days) in advance of the date, time, and place of the presentations. The specific format of each presentation (including whether it will be live or by remote electronic means) will be provided to Proposers with the notifications.

While the City reserves the right, in its absolute discretion, to alter the Evaluation Committee's procedures to best address the needs of the City, as a general matter, Proposers which are asked to make presentations and/or to take committee questions will be allotted roughly equal time. Typically, such sessions are conducted in three sequential parts: formal presentations, questions and answers, and Evaluation Committee discussion. While oral interviews/presentations are often provided to afford Proposers an opportunity to demonstrate their abilities and clarify their proposals, Proposers are on notice that the Evaluation Committee may elect not to receive oral presentations or to conduct question and answer sessions related to this solicitation. Therefore, Proposers are strongly encouraged to include as much information as possible in their written proposals so that oral presentation or question sessions may be conducted as efficiently, effectively, and economically as possible.

While the Evaluation Committee will evaluate proposals based upon any criteria the committee determines are appropriate and in the City's best interests, the following criteria are identified as being particularly relevant to this solicitation:

- The Proposer's successful performance providing services substantially similar to those set forth in the Scope of Services in this solicitation in similar event venues;
- The experience, length of service, and professional credentials and backgrounds of individuals identified by the Proposer as key project team members;
- The Proposer's projections and supporting justifications related to its ability to exceed the City's expectations with respect to top line revenue, operating profitability, and secondary community economic impact;
- The company history of the Proposer, including longevity, growth, stability, profitability (as relates to for-profit Proposers), financial resources, and its legal/claims status;
- The Proposer's proposals as to how each element of the Scope of Services will be delivered;

- The 30/90/120-day plans of the Proposer to roll out the delivery of services set forth in the Scope of Services, the resources available to the Proposer related to physical maintenance, information technology, personnel recruitment/management/retention, event management, policy and procedure development, public and community relations, financial management and accounting, online or app-based ticket sales and event registration, and program marketing;
- The extent to which the Proposer possesses the in-house capabilities and resources to provide the services in the Scope of Services or the extent to which the Proposer will seek to partner with other joint venturers or subcontractors; and
- Whether the Proposer has provided some or all of the "preferred" elements of a proposal set forth in § 1.3 of this RFP.

Pursuant to Florida Statutes § 287.05701(3), prospective Proposers are notified that the City will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, nor will it give preference to a vendor based on the vendor's social, political, or ideological interests.

During the evaluation process and at the sole discretion of the City, prior to finalizing the ranking of Proposers, the Evaluation Committee may request clarification of a proposal from one or more Proposer. Such requests may be in writing or through scheduled oral interviews.

Once the Evaluation Committee has completed its evaluation process, it will rank the proposals, with the recommendation that the City enter negotiations with the top-ranked Proposer. The City Commission will review the recommendation of the Evaluation Committee and provide direction to the City Manager with respect to conducting negotiations. Assuming the City Commission has authorized negotiations to commence, the City's professional staff, under the direction of the City Manager, will initiate negotiations.

If negotiations are successful, the City Manager will bring the recommended agreement to City Commission for its approval. Should the City be unable to negotiate a satisfactory contract with the first Proposer, it may either terminate negotiations with the first Proposer and institute negotiations with the next-ranked Proposer or the City may invite two or more Proposers to engage in simultaneous negotiations and may ask Proposers with which it is negotiating to present best and final offers. The City reserves the right to cancel this solicitation at any time.

FORMS AND INFORMATION

Please refer to

Exhibits A through I,

which are attached separately.

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):

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Shyanne Harnage , Community Redevelopment Agency Administrator**

FROM: **Monica Gonzales, Purchasing Specialist** *Monica Gonzales*

SUBJECT: **RFP No. 2025-017– Fort Pierce Sunrise Theatre Operations Concession**

DATE: **April 15, 2025**

On February 11, 2025, the Purchasing Division received specifications to go out for bid on the above subject proposal. The proposal was advertised on January 28 and February 04, 2025, with a scheduled opening at 3:00 PM on March 5, 2025. Attached is the tabulation sheet for the above referenced proposal and the submittal checklist. A copy of each submittal received will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 1141 vendors. Twelve (12) vendors requested specifications with six (6) responding (50%) 0 "No Bid" (50 % total responses).

Please note the Purchasing Team has reviewed all submissions and has provided an RFP Response Checklist to assist you in evaluating the submittals.

The next step in this process is the Evaluation Phase. The purpose of this phase is to determine whether the proposals received are responsive to RFP requirements, ranked, and determine a recommendation to award. This phase consists of identifying an Evaluation Committee, meetings, and ranking of the proposals.

The members of the Evaluation Committee will need to be identified as well as scheduling the **initial meeting**. It is my recommendation that a committee of three or five members are selected with you acting as Team Leader. A representative from Purchasing will serve as the Committee Liaison and should be present for any meetings.

During the initial meeting, the following roles are suggested to be assigned, if applicable to the project scope of work and necessary to determine an awardee:

1. **Team Leader**: Sets up team, coordinates strategies, sets timetables, assigns roles along with the Project Manager.
2. **Project Manager**: Person or representative responsible for leading the entire project through initiation, planning, execution, control, and completion; representative from department involved in service.
3. **Financial Analyst**: Price and Cost Analyst to compare proposals and check financial data.
4. **Technical Advisor(s)**: References, licensing, background checks, local preference, etc.
5. **Committee Member**: Evaluates the solicitation and will cast a vote.

Copies of the proposals and supporting documentation will be emailed to you and those carbon copied on this memo. Once the Evaluation Committee members have been established, they will be provided copies of each submittal.

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 **May 26, 2025**, which is the expiration date of the proposal and responses.

/mg

Attachments: Bid Tabulation and Submittal Response Checklist

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF PROPOSALS

RFP ON:	**FORT PIERCE SUNRISE THEATRE OPERATIONS CONCESSION**
RFP NUMBER:	**2025-017**
OPENING DATE:	**3/27/25**
RECOMMENDED AWARD:	**Pending**

RESPONSE
5 of 12 = 41.67%
0 "No Bids"
Total = 41.67%

"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
Boca Black Box *Boca Raton, FL*
Emprise Partners LLC *Apopka, FL*
HZIP LLC *Dania Beach, FL*
Ryan Management Group, Inc *Boca Raton, FL*
VenuWorks *Ames, IA*

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

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

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.



SUNRISE THEATRE

OPERATIONS PROPOSAL

MARCH 27, 2025

VenuWorks

City of Fort Pierce
Attn: Evaluation Committee
100 N. U.S. Hwy. 1
Fort Pierce, FL 34950

Dear Members of the Evaluation Committee,

It is with great enthusiasm that VenuWorks submits this proposal to serve as the concessionaire and management partner for the Sunrise Theatre in Fort Pierce, Florida. With nearly three decades of experience operating historic venues across the country, we are uniquely positioned to honor the cherished legacy of this community landmark while elevating it to new heights as a cultural, economic, and social hub for the City of Fort Pierce.

The Sunrise Theatre is more than a performing arts venue—it represents the history, identity, and aspirations of Fort Pierce. Our approach will be focused on bringing exceptional programming, maximizing operational efficiency, and driving financial success, while ensuring the Sunrise Theatre remains an accessible and affordable resource for your residents.

VenuWorks specializes in managing and revitalizing historic theatres, balancing historic preservation with modern operations. Many historic theatres we manage have undergone thoughtful restoration under our stewardship, ensuring their legacy while transforming them into vibrant centers that serve today's audiences. VenuWorks will apply this expertise to the Sunrise Theatre, celebrating its historic charm while realigning its operations to meet the needs of Fort Pierce's growing and evolving community.

We are committed to curating diverse, thought-provoking, and community-centered programming that attracts visitors while reflecting the unique identity of the communities we serve. For example, at the Rialto Square Theatre in Joliet, IL we introduced Reels at the Rialto, a classic and family-friendly movie series priced at just $5 per ticket, leveraging underutilized dates while providing an affordable, enriching experience. This program is directly transferable to Sunrise Theatre, capitalizing on your recently installed projector while offering year-round, affordable events for families, retirees, and other residents.

Through our in-house booking division, VenuWorks Presents, and strong national partnerships such as those with Nederlander, we have the resources to bring touring Broadway shows, national acts, and concerts to markets similar in size to Fort Pierce. We will complement these offerings by spotlighting Fort Pierce's vibrant culture, from celebrating the Florida Highwaymen painters to curating hometown talent for local feature events.

Private events such as weddings, parties, and receptions are a critical opportunity to maximize the use of the Theatre on low-demand days. We have successfully increased private bookings year after year at comparable theatres. For the Sunrise Theatre, we envision opportunities in key spaces, such as the Theatre's Black Box, historic lounge, and catering/meeting rooms, wherein we can turn these versatile venues into high demand spaces for private functions. Our strategic marketing approach, coupled with enhanced amenities will transform the Theatre into a sought-after destination for upscale events, driving new revenue streams and fostering deeper community engagement.
Enhanced concessions transform the patron experience while significantly boosting revenue. We have experienced a 47% revenue increase in one year simply by revising menus, introducing new

kiosks and POS systems, and leveraging our strong vendor partnerships. We propose a similar approach at the Sunrise Theatre, evaluating and modernizing your concessions operations to align with patron tastes, streamline operations, and increase profitability. Furthermore, modest upgrades to the current kitchen infrastructure could unlock additional opportunities for catering private events and hosting food-based programs, adding another layer of value to the Theatre's offerings.

Fort Pierce's charm lies in maintaining its affordability while creating vibrant opportunities for its residents. VenuWorks core belief aligns seamlessly with this vision, by curating programming that is accessible to all socioeconomic groups while bringing more residents downtown through affordable event options. Paired with Fort Pierce's innovative Freebee transportation service, these initiatives will enhance accessibility and increase year-round activity for the community.

VenuWorks is the only 100% employee-owned facility management company in the United States, and our team serves as an active, invested partner in the communities we manage. We go beyond the walls of the venues to collaborate with local businesses, volunteer with nonprofits, mentor youth, and participate in grassroots initiatives. At the Sunrise Theatre, we will work closely with Fort Pierce's diverse communities to ensure programming and operations speak to their unique needs and aspirations. Additionally, our operating model incorporates sustainability practices and prioritizes using local purveyors whenever possible, supporting the City's goals for cultural integrity and environmental well-being.

Our role as a financial steward is evident in our venues, VenuWorks has a proven history of reversing deficits, turning losses into gains, and reducing the financial burden on cities, communities, and taxpayers. We create financially self-sustaining entities that thrive as cultural and economic hubs. In similar sized markets in Illinois, Iowa, Alabama, Indiana, Kansas and Washington State, we have transformed deficits into sustainable profitability through operational improvements, diverse programming, and innovative revenue streams. We are confident this expertise can bring long-term financial stability and cultural prominence to the Sunrise Theatre.

For over a century, the Sunrise Theatre has stood as a beacon of artistry and community pride in Fort Pierce. VenuWorks is honored by the opportunity to partner with the city to preserve this exceptional venue while exploring its untapped potential. Together, we can reimagine the Theatre as an inclusive and vibrant destination, expand its role as a cultural and economic driver, and ensure it remains a treasured institution for generations to come.

Thank you for considering VenuWorks as a partner on this exciting next chapter for the Sunrise Theatre. We are inspired by its history, committed to its success, and eager to help bring your vision to life.



Sincerely,
Thomas "Toby" Peters
Chief Development Officer
VenuWorks
Phone: 515-231-3812

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UNDERSTANDING AND ASSUMPTIONS

Our projected operating budget and our proposed compensation are based on a variety of factors that we see as critical to understanding the success we can bring to the venue. In this section we will first identify the factors that contibuted to the budget we developed. Next we will lay out the projected budget for the venue based on what we can bring over the next five years. Lastly, we will layout our proposed compensation.

KEY FACTORS:

- Competition:
  - King Center in Melbourne, FL
    - 2,106 seating capacity
  - MidFlorida Credit Union Event Center in Port St. Lucie, FL
    - 1,200 seating capacity
- Demographics of Fort Pierce (from City-Data.com):
  - Fort Pierce population: 48,000+ (increase of over 28% since 2000)
  - Median household income: $42,769
- Sunrise Theatre Capacities:
  - 1,200 seat Sunrise Theatre Mainstage, 210 seat Black Box Theatre

GENERAL:

1. This is a proposal for private management of a 1,200 seat historic theater. Private management does not assume ownership of the facility. Obligations for property insurance, capital repairs and replacement of obsolete furniture and equipment, and funding for operating losses remain with the owner.
2. This is a projected Profit & Loss (P&L) based on multiple significant variables. It is for discussion purposes and is not a guarantee of actual results.
3. Attendance figures estimated based on VenuWorks industry experience and researchable market history.
4. The overall staffing mix is based on "stand alone" third party-operating model.
5. Food & Beverage revenues based on all services provided by VenuWorks including during Primary tenant events.
6. Concert and Family Show event load projected based upon typical staging, rigging and show production capability.
7. Proposal does not include any revenue or expense for operating parking lots.
8. Proposal assumes that donations and memberships can continue to be accepted by FPRA since VenuWorks does not operate as a not-forprofit organization.
9. Focus of proposal is to increase annual event load from 75 to approximately 110 events per year with new focus on community, corporate and weddings.

REVENUES:

1. Building (Event) Rent is based upon industry standards, and VenuWorks' experience in similar facilities.
2. Facility Fees range of $0 - $3 per ticket have been included based on type of event.
3. Ticket Rebates and Order Fees estimated based upon existing TicketMaster contracts with other managed facilities.
4. Merchandise income is assumed to net the complex a return of 20% of Gross Sales.

5. Food & Beverage Income from events and catering is included as revenue and no third parties have been contracted.
6. No parking fee revenues have been included.
7. Reimbursed Event Expenses based upon VenuWorks' experience in similar facilities.
8. Proposal includes Contractually Obligated Income (COI) for Naming Rights, Display Advertising, and Event Sponsorships.
9. Proposal assumes available advertising inventory consistent with similar sized facilities with primary tenants under management.

EXPENSES:

1. Personnel Services based upon typical Full-Time staffing in VenuWorks arenas and overall Employer Paid Taxes & Benefits.
   Proposal assumes existing FT and PT staff will transfer to operating payroll of facility.
   Proposal provides a "maximum" staffing scenario that will not be fully staffed until event revenues demand full support.
2. Support and Part-Time Labor includes all Employer Paid Taxes & Benefits.
3. Promoter rebate, event expenses based upon market and industry conditions and VenuWorks' experience in similar facilities.
4. General & Administrative, Occupancy, and Other Indirect Expenses estimated based on VenuWorks' experience.
5. Insurance Cost based upon VenuWorks' experience at similar facilities:
   - General Liability, Auto, Inland Marine, Crime, and Umbrella coverage are included.
   - Does **NOT** include Property Insurance or Property Taxes.
6. Most operating expenses (excluding one time start-up costs) are projected to increase at a rate of 3% per year.
7. Capital Equipment Expenditures, and any applicable Debt Service, Depreciation, or Amortization are **NOT** included.
8. Proposal includes expense for all Utilities, as well as, Pest Control, Snow Removal, and Grounds Maintenance.

PROGRAMMING COMPARISON

To project the event load we have compared the last two years of events at the Sunrise Theatre to events we had at our venues during the same time period.

- Sunrise Theatre -1200 seats - Fort Pierce, FL
  - 153 total events
- Paramount Theatre – 1675 seats – Cedar Rapids, IA
  - 155 total events
- Rialto Square Theatre – 1971 seats – Joliet, IL (SW Chicago Suburb)
  - 223 Total Events
- North Shore Center for the Performing Arts – 867 seats – Skokie, IL (N Chicago Suburb)
  - 209 Total Events
- Victory Theatre – 1921 seats – Evansville, IN
  - 138 Total Events
- Ames Center – 1014 seats – Burnsville, MN (S Minneapolis/St Paul Suburb)
  - 169 Total Events

PROJECTED OPERATING BUDGET – CONSOLIDATED P&L

Annual Number of Events	105	107	110	114	117
Estimated Attendance	66,300	67,626	69,655	71,744	73,897

	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE
Revenue	**ANNUAL**	**ANNUAL**	**ANNUAL**	**ANNUAL**	**ANNUAL**
Net Ticket Sales	1,612,150	1,660,514	1,710,329	1,761,639	1,814,489
Building Rent/Reimb	1,233,849	1,258,526	1,296,282	1,335,170	1,375,225
Co-Pro Revenue	44,050	44,931	45,830	46,746	47,681
Facility Fees/Rebates	316,456	325,950	335,729	345,800	356,174
Concessions and Catering	363,738	374,650	385,889	397,466	409,390
Merchandise	24,293	24,778	25,522	26,287	27,076
Naming Rights	0	100,000	103,000	106,090	109,273
Advertising & Event Sponsorship	30,000	30,900	31,827	32,782	33,765
Memberships and Donations	125,000	128,750	132,613	136,591	140,689
Total Revenue	**3,624,535**	**3,820,249**	**3,934,407**	**4,051,981**	**4,173,073**
Cost of Goods - F&B	94,572	112,395	115,767	119,240	122,817
Artist Expense - Ticket Sales	1,612,150	1,660,514	1,710,329	1,761,639	1,814,489
Personnel Services Expense	693,565	714,372	735,803	757,877	780,614
General & Administrative	55,500	57,165	58,880	60,646	62,466
Occupancy Expense	292,500	301,275	310,313	319,623	329,211
Services & Operations	93,800	96,614	99,512	102,498	105,573
Event Expense	622,055	640,717	659,938	679,736	700,128
F&B Expense	15,000	15,450	15,914	16,391	16,883
Total Operating Expense	**3,479,141**	**3,598,502**	**3,706,457**	**3,817,650**	**3,932,180**
Gross Operating Profit	**145,394**	**221,748**	**227,951**	**234,331**	**240,893**
VenuWorks Management Fee	108,824	119,569	120,636	121,735	122,867
Net Operating Income	**36,569**	**102,179**	**107,315**	**112,596**	**118,026**

PROJECTED OPERATING BUDGET – PROJECTED STAFFING

FULL TIME LABOR POSITIONS:

Executive Director
Director of Marketing and Development
Business Manager
Technical Director / Facilities Manager
Food and Beverage Manager

PART TIME SUPPORT LABOR

Ticket Office
Administration
Operations

VENUE MANAGEMENT COMPENSATION AND CONTRACT TERMS

SCOPE OF SERVICES: VenuWorks proposes to provide comprehensive management services, including financial administration, HR, programming, marketing, operations and food/beverage services.

TERM OF CONTRACT PROPOSED: VenuWorks proposes a contract term of five years, with the option for two five-year renewal terms, subject to mutual approval of both parties.

BOOKING POLICY: VenuWorks will work with the City and Stakeholders to develop a mutually acceptable booking policy detailing the priorities and conditions under which events will be booked at the theatre, protecting the booking priorities of the current annual activities.

REVENUES: All revenues will accrue to the bottom line of the City through the venue's operating account.

OPERATING EXPENSES: All operating expenses will be borne by the City through the operating account of the venue.

TICKETING: VenuWorks will coordinate the execution of a separate Licensed User Agreement between Ticketmaster and the City, allowing the venue to utilize the preferred terms available through VenuWorks' national agreement with Ticketmaster. VenuWorks, with Ticketmaster, will provide free hardware, free software updates, and free access to TM marketing tools and analytics. VenuWorks will create and manage a separate box office account for all ticketed events. The venue will receive 40% of all customer service charges assessed to event tickets. Tickets sold for events promoted by VenuWorks will fall under VenuWorks' corporate Licensed User Agreement.

BASE MANAGEMENT FEE: VenuWorks proposes to collect a monthly fee of $7,000 for the initial year of the contract. The fee will be increased in subsequent years by a percentage equal to the annual percentage increase in the Consumer Price Index.

VENUWORKS INVESTMENT: VenuWorks will invest $50,000 into the overall Food and Beverage operations of the Sunrise Theatre.

- Food and Beverage Fast Service Grab & Go: $10,000
- Portable Food and Beverage Stations **x4**: $10,000
- Premium Service Bars **x4**: $20,000
- Product Displays, Carts and Liquor Security Cages: $5,000
- Food & Beverage Point of Sale Terminals **x15** (Including Premium In-Seat Services): $5,000

COMMISSIONS AND INCENTIVES:
VenuWorks proposes to receive the following commissions:

- VenuWorks will receive a Commission equal to 6% of annual gross food and beverage sales. Commission payments will be due by the last day of the month following the month in which the commissions were earned.
- VenuWorks will receive a Commission equal to 10% of the gross revenue realized from signage and sponsorships secured by VenuWorks for spaces and activities in the venue. All sponsorships

will be subject to the City's approval. Commission payments will be due by the last day of the month following the month in which commissions were earned.

OPERATING EXPENSES:

The term "Operating Expenses" shall mean the following and shall be, in all cases, subject to the Annual Budget:

- On-the-job payroll cost, including wages paid to employees and the cost of paid holidays, vacations, severance benefits, sick leave and other compensation and benefits; cost of training; payroll processing costs;
- Employer contribution costs in relation to employees carried on the on-the-job payroll mentioned in the foregoing clause (a), of every nature whatsoever, including but not limited to, social security, reemployment insurance, benefits for:
- Medical and hospital care, disability, death, termination, retirement or pension, or insurance or annuity contracts to provide any of the foregoing and all payments, other than those referred to in the foregoing clause (a), required under any collective bargaining agreement to which VenuWorks is a party, or under any state or federal law or any regulations promulgated thereunder;
- Cost of medical and security examination for employees on the on-the-job payroll;
- Cost of purchasing, renting, maintaining and cleaning uniforms;
- Cost of equipment, materials and supplies, including the cost of installation thereof;
- Cost of insurance, required bonding, permits, licenses and fees;
- Cost of property, business, privilege, sales and all taxes;
- Cost of marketing, promotions, advertising, and employee travel & training;
- Cost of necessary outside professional services, upon prior written approval by the CITY;
- Cost of the commodities, (i.e. Foodstuffs purchased for resale to the public);
- Cost of utilities;
- Litigation expenses, including attorneys' fees, incurred on behalf of the facility;
- Base management fees;
- Cost of installation of additional equipment and replacements thereof;
- Cost of ordinary maintenance, facility repairs, equipment replacement, and housekeeping;
- All costs related to VenuWorks corporate staff travel, lodging, and supply costs incurred in connection with servicing the CITY's needs at the location.

TRANSITION PLAN

A primary concern in any transition is keeping staff members, clients, sponsors, user groups, and other stakeholders informed of what is happening and confirming to them their events will occur as planned, under the terms and conditions set out in their existing contracts. We will contact each user and event sponsor with information about the change in management, reassuring them that they have nothing to fear from the changes. In most cases, we hope to be able to tell them they will be working with the same staff as they had been working with before the management change. Our basic transition plan includes over 200 transition tasks, identified as departmentalized action steps.



Starting on page 12 is a detailed outline of the process to be completed by our transition team, under the direction of our Eastern Regional Vice President, in the 90 days prior to and after the commencement date of the contract. All expenses for this transition will be borne by VenuWorks. Together with our transition team we will work to ensure a seamless transition that will be completed by day one of the contract.

Many of the tasks listed can be accomplished remotely. Others, like enrolling incumbent staff in VenuWorks payroll and benefits plans, and recruiting additional staff, will require our staff to be onsite. For those functions we would ask the city to allow us the use of one of the Sunrise Theatre event rooms for a local office during the 90-day run up to the contract commencement date.

TRANSITION TEAM

Our corporate team plays an ongoing role in the transition of management, working with the City of Fort Pierce and the management team at the theatre.

Chief Operating Officer – Mike Silva

- Management Agreement finalization and direction of resources.

Chief Financial Officer – Tim Sullivan

- Establish LLC, bind GL insurance, open bank accounts, establish cash procedures, AP/AR, and other financial reporting systems.

Chief Marketing Officer – Tricia Gonyo

- Establish ticketing contract and secure hardware, establisment of Ticket Office operations; restart of website and social media resources; publicity

Eastern Regional Vice President – HR Cook

- Primary client contact through transition and direct report for Executive Director.

Vice President of Human Resources – Angela Bohlen

- Establish account with PEO; recruit and assist with hiring and onboarding FT and PT employees to VenuWorks; establish and monitor incident reporting and workplace injury policies.

Vice President of Food and Beverage Services – Chris Carton

- Coordinate transition with existing F&B provider; identify resources and vendors/partners; build culinary and banquets team; and develop new menus and pricing appropriate for market.

National Director of Operations, Production, and Safety – Scott Smith

- Inventory existing equipment and furniture; establish maintenance routines; begin asset control systems; survey venue for safety.

EXECUTIVE DIRECTOR

VenuWorks will present an Executive Director candidate to the City of Fort Pierce. The City will make the final decision on whether or not to hire the candidate.

VenuWorks Transition Timeline

Task	90 Days Out	Department
• Set up LLC with Articles Incorp, Org Minutes, Cert of Org, Operating Agreement, Consulting Agreement		Corporate Finance
• Venue 2025 F&B Operational Budget reviewed		VP Food and Beverage
• VenuWorks Liquor License and Health License application process begun with City, County and State.		VP Food and Beverage
	60 Days Out	
• File for Federal Employer Identification Number (FEIN)		Corporate Finance
• Register new LLC as "Foreign Entity" in State of venue location		Corporate Finance
• Begin recruitment to hire Executive Director		Corporate Human Resources
	30 Days Out	
• Notify insurance broker to add new location to applicable policies		Corporate Finance
• Obtain any necessary business license		Corporate Finance
• Obtain sales tax permit, and determine which taxes apply (State Sales & Use, Amusement/Admission Tax, Local Business Tax, etc.)		Corporate Finance
• Review org chart in proposal, refine job descriptions, set pay rates appropriate for market		Corporate Human Resources
• Contact PEO to set up new location, provide estimated annual wages by workers compensation classification code		Corporate Human Resources
• Review ticketing arrangement and establish Licensed User Agreement (LUA) with TicketMaster		Corporate Marketing
• Perform a detailed review of the existing booking calendar and confirm all events and 'holds'		Regional VP
	14 Days Out	
• Provide insurance COI's to client and payroll provider		Corporate Finance
• Set up new local bank accounts (box office and operating)		Corporate Finance
• Request funding for cash flow from client		Corporate Finance
• Set up new account with software for calendaring, accounting and financial reporting		Corporate Finance
• Order checks, deposit slips, and stationery as needed		Corporate Finance
• Establish chart of accounts, determine format of monthly financial statements		Corporate Finance
• Confirm availability through PEO of employee handbook, Affirm Action statement, etc.		Corporate Human Resources
• Review existing collective bargaining agreements and provide guidance to Exec for new agreements		Corporate Human Resources
• Discuss procedure for installation of data IP's; box office computers/printers; ticket scanners		Corporate Marketing
• Apply for credit card processing through Chase Paymentech and Amex		Corporate Finance
• Determine appropriate fiscal year timing for budget		Regional VP
	7 Days Out	
• Review ticketing policies and procedures and adjust for site specific information		Corporate Marketing
• Issue media releases as necessary to announce change in management		Corporate Marketing

0 Days Out

Corporate Finance

- Determine if venue purchases are or can be tax-exempt under client
- Audit of computers and software provided by client for compatibility with systems
- Assignment of Office 365 accounts and @VenuWorks.com email addresses to all staff
- Review accounting policies and procedures and make site specific
- Review cash management procedures, including F&B stand deposits, Merch deposits, ticket sales deposits, and safe count procedures
- Establish purchasing procedures, including Purchase Orders as required, and capital purchase policies of client
- Determine Information Technology (IT) Provider – Client or local vendor, and on-site server vs. cloud-based file storage

Executive Director

- Change standing orders to VenuWorks with media vendors
- Review existing events on upcoming calendar and enter events into VenuWorks software
- Conduct a thorough review of all event files and pricing history to become more sensitive to historic clients (i.e. grandfathered accounts)
- Review existing contracting / settlement practices and update to VenuWorks Procedures
- Compile booking snapshot of market - what sells tickets, demos, radio inventory - to target initial booking efforts
- Develop and implement formal, written 'booking policies' in compliance with client expectations

Operations

- Review of office space provided and assignment of staff by department
- Review Ticket Office physical security and adequacy for cash control and security of ticket stock. Recommend enhancements as necessary for capital purchasing.
- Request fixed asset detail listing from municipality/owner
- Distribute Emergency Flip Charts to all staff and high traffic areas
- Review existing emergency action procedures and update VenuWorks Emergency Reponse Plan and safety manual
- Learn where all Power, Gas and Plumbing SHUT OFFS are located

Corporate Human Resources

- Interview and evaluate cross-over employees one-on-one for transition to new management
- Determine and communicate employee parking locations and policies
- Assist department heads with starting Continuous Improvement Performance goal setting and coaching
- Assist department heads with developing orientation programs and customer service training

Regional VP

- Review current year budget, or develop budget as required by management agreement
- Meet with outgoing team to transition future business onto VenuWorks use licenses

VP Food and Beverage

- Identify, Hire and Onboard retained key FT & PT staff members
- Recruit/hire F&B support team to include event-based service supervisors list, runner, service, concessions and bar staff resource list, and Culinary Team resource list

Operational F&B Equipment Inventory & Condition Audit completed.
F&B area safety audit for existing bars, concessions, kitchens, suites and catering areas:

- Service arctics (mobile beverage troughs) and super arctics (large mobile beverage troughs)
- Secure storage areas, storage carts, racks, shelving and flooring
- Digital menu boards audit and programming
- Status and sanitation of fountain dispensers and beer lines
- Assess existing physical signage upgrades needed
- Turn on and test all kitchen equipment, schedule for detailed deep cleaning & sanitizing or removal if inoperable
- Receiving & storage equipment audit: palet jacks, fork lifts, pathways, dry storage, alcohol storage, coolers and freezers storage
- Ice machines drained, sanitized, tested and water filter changes
- Inventory any turned over F&B product, paper or cleaning product, and all other equipment

Corporate Finance — 7 Days In

- Provide training to all Business Office staff (see Corporate Training Syllabus)
- Order credit card for Executive Director, issue copy of card and review expense reimbursement policies

Corporate Human Resources — 7 Days In

- Determine compatability of Timeclock System, work with IT for integration or new install
- Determine current and future payroll cycle and communicate to all staff
- Draft offer letter of hire and authorization for background check to new full-time staff
- Assist new FT employees in benefit enrollment

Corporate Marketing — 7 Days In

- Establish and verify seating manifest for scalings and offers
- Obtain ownership of existing web site and social media accounts and transfer to new staff

Executive Director — 7 Days In

- Establish staffing plan for part-time operation of Ticket Office in accordance with client expectations
- Meet with media reps to explain transition
- Revise annual marketing plan as necessary
- Review sponsor sales plan
- Review current sponsor contracts, pricing, existing inventory and commission structure

Operations — 7 Days In

- Determine with client responsibilities concerning fixed assets, including tracking, reporting, etc.
- Inventory fixed assets and equipment and note condition prior to taking formal possession
- Review Capital Improvement Fund and 5-Year Plan
- Revise standing P.O.'s with vendors (change to VenuWorks as needed)
- Validate the floor plan(s) for all types of events
- Review (with structural engineer) event rigging capabilities and rigging safety aspects
- Review exit capacity/potential problems and solutions
- Review and revise admissions and crowd control procedures
- Confirm capacity of all storage/load-in areas (must reconcile storage capabilities relative to equipment stored and develop a storage plan for the designed spaces – these areas tend to be undersized or some of the equipment programmed is not easily 'stackable')
- Conduct survey of all electrical systems (electrical panels, circuiting, power distribution, outlet devices, lighting, etc.) to better understand the electrical supply available to planners and develop a portable power distribution equipment list that enhances possible event opportunities
- Review inventory of all 'locked' doors/areas and discuss the type of key/locking and overall security system provided to recommend a key distribution system
- Review 'Way Finding' plan and comment on its design. Buildings can have unusually long hallways, so VenuWorks experience/input can help relative to attendee movement patterns
- Learn all aspects of building automation systems
- Conduct life safety evaluation in accordance with NFPA 101 Life Safety Code 12.4.1
- Research and verify labor and equipment expenses for different sized events and make data available for building scalings and show offers
- Establish vendor for waste management/recycling
- Set schedules for part-time employee training and re-training sessions
- Inventory existing supplies of paper and sanitary products and prepare order for supplemental supplies prior to first event that will fit into dispensers
- Review 24-hour venue security staffing and procedures and make
- Review parking operations, staffing and maintenance and make recommendations for improvement to Executive Director
- Evaluate maintenance requirements and bid services that can't be handled in-house including:
- pest control, HVAC and chiller preventive maintenance and repair, window cleaning, landscaping, elevator/escalator preventive maintenance and repair, radios, water treatment, alarm system monitoring and response protocols, office machines/copier leases, information tech equipment including wifi service, routers and AP's

Regional VP — 7 Days In

- Post unfilled FT positions and begin interviews/hiring to fill approve
- Establish "mini-settlements" for future events to make outgoing firm whole on expenses, transfer ticketing revenued org chart
- Change standing orders with vendors to VenuWorks

Corporate Human Resources — 14 Days In

- Audit and assist first payroll transmission to PEO

Corporate Marketing — 14 Days In

- Establish and verify seating manifest for scalings and offers
- Obtain ownership of existing web site and social media accounts and transfer to new staff

Executive Director — 14 Days In

- Identify and meet with current sponsors
- Set pricing for sales inventory consistent with other venues and local economy
- Meet or contact event planners to reassure them their events will happen as planned

Operations — 14 Days In

- Review FF&E and establish timeline for any new equipment orders
- Conduct meetings with fire, paramedic, public safety and other interactive agencies
- Survey facility and procedures for compliance with ADA. Recommend changes
- Establish ADA & Safety Committees/appoint in-house ADA and Safety Coordinator
- Review and revise as needed all standing contracts for maintenance and services
- Review current changeover and stagehand operations for safety
- Identify inspection cycle for fall arrest system and current condition
- Train all part-time custodial and operations supervisors
- Develop all daily and weekly clean-up activities

VP Food & Beverage — 14 Days In

- Determine pouring rights feasiblity
- Complete detailed repair lists. Begin repairs/cleaning of existing equipment in all F&B areas
- Create list of new capital purchases for minimal/maximum service
- Determine Point of Sale system upgrades. Establish F&B credit card processing & SOP's
- Schedule Install, Programming and Training for Point of Sale System Integrations

Regional VP — 14 Days In

- Review with client procedure for cash-flow funding until operation starts producing revenue
- Establish updated Business and Marketing Plan and communicate to client
- Determine dollar amount or other guidelines for differentiating capital expenditures from maintenance

Corporate Finance — 30 Days In

- Determine if utility charges are subject to sales tax or may be subject to sales tax under private management
- Determine with local taxing authority policies for handling payment of amusement/admission taxes
- Review annual State/County/City Operating Licenses and expiration dates

Corporate Human Resources — 30 Days In

- Begin interviews and onboarding of existing part-time staff
- Establish OSHA 300 reporting and distribute Incident Reporting Forms. Communicate procedures for workplace injuries and response

Corporate Marketing — 30 Days In

- Establish Ticket Office training and procedures according to VenuWorks best practices including cash handling and reconciliation; event settlement reporting; preparation of daily sales reporting and recon; maintaining security of ticket stock; establishment of vault log; and other relevant ticketing policies

Executive Director — 30 Days In

- Determine naming rights feasibility
- Identify new sources of advertising revenue (e.g. parking lot, digital assets, restrooms, etc.)
- Set plan to pool unsold inventory and develop rev share system
- Create an overall marketing and PR plan focusing on national and regional exposure
- Develop an “in-house” advertising agency and prepare a media buying plan
- Host reception for media reps, city officials, local agencies, sponsors, suite holders, club seat holders, tenants, users and other members of the community to meet new VenuWorks management team
- Set up meetings to meet with local CVB, Chamber, host hotel properties, convention center, and other stakeholders and affirm potential business relationships.
- Meet regularly with marketing/sales/operations team to discuss upcoming bookings
- Set up armored car service for pick up of box office/finance deposits on regular schedule

Operations — 30 Days In

- Review and update existing tech pack materials
- Evaluate venue first aid operations or vendor and recommend changes for continued operation
- Develop an overall customized operations plan
- Identify inspection cycle for venue from City Fire and other reporting agencies
- Establish system for creating, responding to and billing work orders

VP Food & Beverage — 30 Days In

- Recruit and complete paperwork/insurance for F&B non-profit orgs that will work concessions and tent staffing needs
- All F&B staffing resources identified and listed by category (leadership, bar, concessions, service staff) to include local, regional and national event-based staffing lists, VenuWorks multi-location mobile support teams, and regional Temp labor agency support
- F&B Staff Training Guide & Dates Set (Culinary, Concessions, Bars, Suites & Catering detailed training)
- F&B Uniform details and needs determined, ordered with logos
- Concessions and bar vendor partnerships and suppliers identified, and all supplier provided equipment, signage and merchandising needs ordered with receiving date target date identified
- All returning outsourced vendors listed and confirmed for 2025 (retail partners, Civil Service Partnerships, and all other F&B related 3rd parties)
- Local, regional and national vendor supplier accounts set-up
- F&B Menu Development for each service area, concessions space, portables, kiosks, garb & go's, premium and portable bars, suites and catering
- Complete F&B Menu Item Cost Analysis & Pricing Guide for each service area, concessions space, portables, kiosks, garb & go's, premium and portable bars, suites and catering
- F&B Menu Test Trials for quality, item flow, product guides, recipes, picture posting, and training materials
- Complete Detailed F&B Vendor Guide to include: Contacts, Product Resource and Specific Vendor Product Ordering Guides
- Complete Detailed F&B Staffing Guide to include specifics for each area of F&B services
- Begin ordering, stocking and inventorying all product for all areas
- Audit service from patron point of view for ongoing recommendations and improvement

Operations — 45 Days In

- Evaluate computerized facility maintenance and asset management software platform

Corporate Human Resources — 60 Days In

- Establish procedures for conducting performance reviews and schedule of annual appraisal and COL increases.

VP Food & Beverage — 60 Days In

- Establish procedures for conducting performance reviews and schedule of annual appraisal and COL increases
- Completion of site specific SOP's to include:
  - Cashier / Bartender / Suite Server Bank and Transaction Processes, Check & Balances Checklist
  - Event inventory controls and sales balancing procedures checklist
  - Monthly product inventory controls for each areas procedures & checklists
  - Opening and Closing Guides for each F&B Service Area to ensure cleanliness, product stock levels, clutter free service areas, sanitation and service flow lists
  - Sales location & staffing mapping strategy based on attendance tiers
  - Pre-event F&B checklist
  - Event Day F&B checklist
  - F&B storage mapping
  - Oversight Event, Monthly and Quartely Audit Process and Procedures Guide

VP Food & Beverage — 90 Days In

- Internal Quarterly Oversight Report Process Communicated and Reviewed
- Quarterly & Annual F&B Oversight Sales / COGS / Labor Analytics Report Created and Reviewed

REFERENCES

VenuWorks manages historic theatres that are similar in age, scope, and programming to the Sunrise Theatre. The contact information for three of our contract administrators, as well as details about the venues we manage, are provided below:

EVANSVILLE, IN

Contract Administrator
Randy Alsman
Evansville Redevelopment Commission
812-421-3208
dcm@dcmol.com

VICTORY THEATRE
EVANSVILLE
1,921 seats
www.victorytheatre.com

JOLIET, IL

Contract Administrator
Robert Filotto
Chair of Will County Metropolitan Exposition & Auditorium Authority
815-741-9738
rfilotto@rialtosquare.com

Rialto Square Theatre
1,971 seats
www.rialtosquare.com

CEDAR RAPIDS, IA

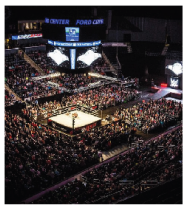
Contract Administrator
Abhi Deshpande
Finance Director
319-286-5097
a.deshpande@cedar-rapids.org

PARAMOUNT THEATRE
1,690 seats
www.creventslive.com

On the following pages are case studies detailing our comparable venue experience from these locations and the partnerships we have developed with our clients.

Enhancing Entertainment and Community Excellence in Evansville

VenuWorks has partnered with the City of Evansville since 2010 and was instrumental in launching the $127.5M Ford Center, providing pre-opening, opening and on-going management services, establishing it as Evansville's premier sports and entertainment hub. Following its success at the Ford Center, the City of Evansville invited VenuWorks to manage the historic Victory Theatre and the F&B service at the city-owned Mesker Park Zoo. The Ford Center will see major upgrades in 2025 with a $7M investment in technology and facility improvements.



Solutions That Drive Success

In Evansville VenuWorks has met challenges head-on with innovative solutions that enhance each venue:

Securing A Key Hockey Prime Tenant

VenuWorks took the unprecedented step of purchasing and establishing the Evansville Thunderbolts (SPHL) as the Ford Center's primary hockey tenant.

Mastering Complex Event Conversions

Managing multiple back-to-back events requires meticulous planning and execution. VenuWorks regularly manages quick conversions of the Ford Center Arena hosting ice hockey games, basketball tournaments and concerts within the same 24-hours.

Stay Relevant: Employ Cutting Edge Technology

The Ford Center will undergo major upgrades in 2025, including a $3 million 360-degree scoreboard and ribbon board, and a $4 million renovation of concession areas and add frictionless technology to improve the guest experience, boost revenue and eliminate wait times.

Downtown Revitalization

Ford Center's opening in 2011 and continued success is a major driver for Evansville's revitalized downtown district. $150M private investment and construction has occured in the area aound the Arena since it opened.

Preserving History

VenuWorks spearheaded an initiative to replicate the Victory Theatre's historic marquee. By raising over $200K and securing grants from the State of Indiana, VenuWorks installed a replica of the 100-year old marquee, a source of civic pride.

Navigating The Pandemic

VenuWorks adeptly navigated federal and state programs, securing Paycheck Protection Program (PPP) loans, SVOG, ERTC credits and state grants for $7.4M sustain operations and support employees.

Management Solutions

VenuWorks supports the City of Evansville by managing operations for its venues, including operations, marketing, programming, sponsorships and F&B services. Their key achievements for the community are:

- **Ford Center Serves 425K Patrons Annually.**
- **Programming Top Tier Events**
- **Generating Fixed Revenue of $2M Annually for Suites & Sponsorships**
- **Economic Impact of $200 Million.**
- **Home of the Evansville Philharmonic.**
- **Fundraising $200,000 for Victory Marquee.**

Economic Impact

VenuWorks has delivered outstanding returns for the City of Evansville. In 2024:
Evansville venues generated **$200 million** in annual economic impact and attracted over **500,000** attendees across over **150** events.

Engaging The Community

VenuWorks staff stay connected to the community by volunteering for local charities like Habitat for Humanity and Mickey's Kingdom. They also raise $20,000 annually for regional nonprofits through hockey events. Local community organizations benefit from volunteering to staff concessions at events, raising an impressive $110,000 each year.

Hosting Premier Sporting and National Events

- Thunderbolts SPHL Hockey Franchise Home Games
- University of Evansville Purple Aces Home Games
- NCAA Division II Men's Basketball Championship
- Ohio Valley Conference (OVC) Basketball Tournament
- Cheer Derby Competition
- Concerts: Elton John, Jelly Roll,Carrie Underwood

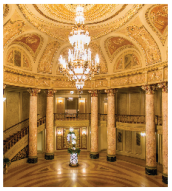
Community Events

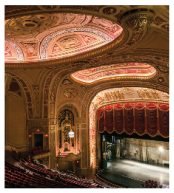
- Guns & Hoses Charity Boxing
- Deaconess of the Year Gala
- Evansville Philaharmonic
- Thunderbolts Hospital and School Visits
- Victory Theatre International Film Festival
- Disney On Ice

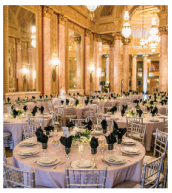
Preserving History: The Jewel of Downtown Joliet

The Rialto Square Theatre, in the heart of downtown Joliet, IL, has been a cultural landmark since opening in 1926. When VenuWorks took over management in 2016, the theatre faced financial and operational challenges, including unpaid accounts and reduced staffing. Recognizing its importance to the community, VenuWorks quickly worked to restore operations and ensure financial stability. VenuWorks made the preservation of architectural landmark features, and venue repair and maintenance a top priority. Originally a vaudeville and movie palace, the Rialto has once again become a vibrant local gem, hosting concerts, plays, and community events, all while keeping its historic charm.









Turning Challenges Into Opportunities

Upon assuming management, VenuWorks faced severe financial and operational difficulties.

From Deficit To Profitability

When VenuWorks took over management, the theatre's financial outlook was dire. Within eight years, the deficit was entirely reversed, and the venue achieved profitability, with 2024 marking a net-positive year.

Transparency & Financial Confidence

VeuWorks' financial success allowed the annual city stipend, previously allocated for operational costs, to be redirected exclusively toward capital improvements. Rialto Square Theatre now operates independently, demonstrating VenuWorks' expertise in financial stewardship and operational excellence.

Addressing Infrastructure Inefficiencies

One of VenuWorks' first priorities was to address the theatre's long-neglected maintenance needs. Several high-impact capital improvement projects were undertaken to ensure the venue's longterm sustainability including:
$5M Roof & Masonry Replacement in 2023
$1M Restroom Renovation in 2024
Comprehensive $8.5M HVAC System Replacement in 2026
Funded by grants, fundraising, and venue resources, showcasing a collaborative approach to major projects

Diversifying Programming

Leveraging our in-house booking division and the proximity to the greater Chicago area, VenuWorks introduced a more strategic mix of events. Targeting audiences from southern Chicagoland, the venue offers a convenient alternative to downtown Chicago, sidestepping the challenges of high costs, congestion, and safety concerns.

Transforming Concessions

Subpar concessions and staffing issues caused problems. VenuWorks revamped F&B, improving options and profits, leading to a $1.5 million revenue boost between 2023 and 2024. Shorter lines, happier staff, and better customer satisfaction are a key part of the theatre's success.

Management Solutions

Under VenuWorks leadership, the Rialto's resurgence has been felt citywide. Enhanced programming, stronger ticket sales, improved concessions, an engaged community and increased out-of-town visitors contribute to the Rialto Square Theatre's turnaround.

Deficit Reversal
Diverse & Increased Programming
Increased F&B Revenue
Increased Attendance
Capital Improvements
Historic Preservation

Financial Success

VenuWorks has delivered outstanding returns for the City of Joliet:

- **Reversed a net operating loss** of -$870K in 2017 to a **net profit** of $215K in 2024.
- Revised menus, new POS & Partnerships Bars & Kiosks **grew concessions by 47%** , from $527,667 in 2023 to $841,947 in 2024.
- **Attendance grew by 40%** from 109,175 in 2023 to 140,746 in 2024
- Hosted 60 shows, 29 Weddings and 60 Other Events in 2024.

Community Engagement

The Rialto Square Foundation, a 501(c)(3) organization, raises $150K annually to support this vital community institution, funding solutions like high-end portable bathrooms during renovations to keep programming uninterrupted. Our *Reels at the Rialto* program offers family-friendly films in an iconic setting for just $5 per ticket, blending nostalgia and affordability.

Hosting Premier Concerts and National Events

- Illinois Rock & Roll Museum Hall of Fame Induction Ceremony
- Reels at the Rialto
- National Dance Competitions
- Home for the Holidays Program (8-10 Events)
- Concerts: Hairball, Nutcracker, Cirque, Night Ranger
- Rialto Wedding Expo

Community Events

- Rialto Square Theatre Foundation
- Joliet City Center Partnership
- Merry & Bright Christmas Tree Lighting
- Joliet American Legion Band Concert
- Teddy Bear Tea
- IL Naturalization Ceremonies
- Fundraising - 1926 Campaign

VenuWorks' Transformative Impact on the Cedar Rapids Community

For over 20 years, VenuWorks has been the trusted partner of the City of Cedar Rapids, managing key entertainment, sports, and tourism assets. Their portfolio includes the Alliant Energy PowerHouse, Paramount Theatre, ImOn Ice Arena, McGrath Amphitheatre marketed under the CREventsLive! brand and the Cedar Rapids Tourism Office. With a commitment to excellence, innovation, and community impact, VenuWorks has transformed challenges into opportunities that have revitalized the city's cultural and economic landscape.

Resilience Amid Challenges

VenuWorks has successfully navigated significant events that tested the city of Cedar Rapid's resilience including:

Paramount Theatre Restoration (2006)

Preserving a community treasure by securing historic tax credits and overseeing the renovation of the iconic Paramount Theatre.

2008 Historic Flood Recovery

Spearheading the $32-million re-renovation of the Paramount Theatre and reconstructing the US Cellular Center (now AEPH) into a modern venue complex with a convention center and hotel. VenuWorks worked with FEMA and insurance providers to restore the Paramount while upgrading its capacity for Broadway-caliber productions. The project was completed on schedule in time for the Symphony Iowa season.

Making Cedar Rapids A Must Play Hub

VenuWorks nurtures strong relationships with national promoters, successfully positioning Cedar Rapids as a competitive Midwest destination for high-profile acts.

Building the McGrath Amphitheatre (2014)

A dual-purpose venue that enhances the city's flood protection system and contributes to its cultural vibrancy.

Revitalizing Cedar Rapids Tourism (2018)

When mismanagement led to the dissolution of the Cedar Rapids CVB, the city turned to VenuWorks for leadership. Under VenuWorks' management, the Cedar Rapids Tourism Office has flourished, bringing national attention and economic benefits to the area.

Recovering from the 2020 Derecho

Coordinating a $7-million rebuild of the ImOn Ice Arena and addressing significant damage to the Alliant Energy PowerHouse, ensuring swift restoration of community assets.









Management Solutions

VenuWorks has implemented innovative, efficient strategies to maximize the potential of Cedar Rapids' venues, delivering measurable economic benefits for the city by:

- **Streamlining Venue Operations**
- **Driving Food & Beverage Revenue**
- **Securing Lucrative Sponsorships**
- **Making Cedar Rapids a "Must-Play" Hub for National Tours & Broadway Shows**

Stewardship

VenuWorks has delivered outstanding returns for Cedar Rapids. In 2024:

- Venues generated **$33.37 million in annual economic impact** and attracted over **424,000** attendees across nearly **200 events.**
- The Paramount Theatre alone hosted **84** events with a total attendance of **84,232**
- The total revenue from tickets sold across all Cedar Rapids venues was **$7,257,500** and **Food & Beverage** accounted for **$2,771,900 in sales.**

Marketing Cedar Rapids Nationally

VenuWorks has elevated the city's profile, drawing top music tours, Broadway shows, sporting events, conventions, and leisure travelers that collectively deliver a return on investment (ROI) of $123 for every $1 spent on entertainment and $27.97 per $1 invested in tourism.

Paramount Theatre: Premier Concerts and Events

- Home to Orchestra Iowa - A Premier Symphony Orchestra
- Broadway Subscriber Series
- Annual Nutcracker Ballet
- Comedy Series: Pete Davidson, Matt Rife, John Crist,
- Opera
- Concerts: Ashley McBryde, Joe Banamassa, Cirque Holiday Musica

Community Events

- Cedar Rapids Community Concert Association
- Corridor Jazz Project
- Prestige Dance
- Marion Home School Graduation
- Walk to End Alzheimers
- Local Organizations Fundraisers
- Corporate Meetings

COMPANY HISTORY

Our story commenced in Iowa on November 7, 1996, with the establishment of Compass Facility Management by our CEO, Steve Peters. As our services expanded, we evolved into VenuWorks, a name that encapsulates the full range and depth of our offerings, aligning more closely with our core mission.

VenuWorks is a company of 3,250 employees, managing over 50 venues in over 20 communities across the United States. A significant chapter in our history was written on April 1, 2023, when Steve Peters fulfilled a long-cherished dream by initiating an Employee Stock Ownership Plan (ESOP). This strategic move not only positioned VenuWorks as the nation's sole employee-owned venue management firm but also highlighted our commitment to innovation, community engagement, and the empowerment of our employees.

VenuWorks serves virtually every imaginable type of venue, including theaters, arenas, amphitheaters, convention centers, art galleries and even a zoo. Over three million Americans attend events at VenuWorks managed venues annually.

OUR VALUES

Integrity, accountability, compassion, and resilience are values that have shaped societies all over the world. As a privately owned company we encourage and empower our staff to practice these values in how we treat one another. We are not bound by stakeholders but rather we are bound to one another.

Since our company was founded in 1996, we have developed a proven track record in successfully opening and managing venues to maximize revenue streams, deliver excellent customer service, and operate efficiently and effectively to create the best bottom line for our clients. Our success has been built on the following:

Open Communication

VenuWorks pays close attention to the needs at every venue so that every client feels heard, ensuring no one gets lost in the shuffle. While we serve venues in twenty locations, every location is in constant communication with our corporate office, headquartered in Ames, IA. Each venue is served by one of our Regional Vice Presidents, who oversees accounts within their geographical area.

Transparency

As the venue manager we are accountable for how the venue operates. We ensure complete transparency with our clients and provide regular monthly financial reports. Our corporate finance team, led by Tim Sullivan, our Chief Financial Officer; and Mike Piehl, our Vice President of Finance, are in constant communication with the venue and ensure accurate and transparent financial reporting.

Space Optimization

We focus on utilizing every event space in the venue. This involves maximizing events at our venues through diligent sales, focused marketing, and strategic programming.

Employee Empowerment
VenuWorks is 100% employee owned. This means owners of VenuWorks are at our venues every day, taking pride in their company and in their service to the community. We count on those team member owners to bring us real time reports from their venues. That information is incorporated into our efforts to make our service better every day. Our central office exists to support our team members' efforts in each location.

A TAILORED APPROACH

We believe that it is not only what you do ultimately, but how you do it. We focus on our purpose. We genuinely care and we connect with our clients, community, and with each other. We consistently amaze, we entertain our guests, we celebrate diversity, and we are engaged in our mission. We go above and beyond expectations to make everyone feel special. We are in the people business and understanding people's needs is what makes us successful.

VenuWorks Mission:

To maximize the presentation of successful events in client facilities for the cultural, recreational, educational, and economic benefit of the communities we serve.

At the core of VenuWorks' success lies a deep understanding of facility management intricacies, making us an industry leader. Over the past three decades, VenuWorks has established a comprehensive system of operational best practices and tailored management systems. We have an unparalleled network of experts and deliver top-tier operations and asset protection services to our clients. From facility maintenance, financial management and community engagement to event booking and strategic sales, we ensure the success of the venues we manage.

VenuWorks' commitment to maintaining its facilities has earned industry recognition, including the multiple Prime Site Awards of Excellence from Facilities Media Group. Our corporate team collaborates closely with on-site maintenance and operations staff to implement and adhere to a comprehensive asset management and care plan. This plan covers each venue's assets, including infrastructure, FF&E, facility systems, rolling stock, and production equipment, while ensuring all safety protocols are rigorously followed.

VENUES WE SERVE

At VenuWorks, we believe that every venue has the potential to become a vibrant heartbeat of its community. With nearly three decades of pioneering in the field of venue management, our employee-owned company stands as a beacon of excellence and innovation. From facilitating groundbreaking new venue developments to infusing life into existing venues, our commitment is unwavering: to be a trusted partner, turning our client's visions into reality.

THEATRES



Davenport, IA
ADLER THEATRE
2,411 seats
www.adlertheatre.com



Burnsville, MN
AMES CENTER
MASQUERADE DANCE THEATER
1,014 seats
www.ames-center.com



Burnsville, MN
AMES CENTER
BLACK BOX THEATER
150 seats
www.ames-center.com



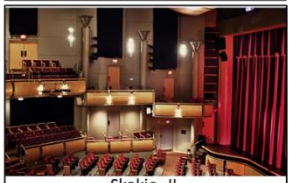
Ottumwa, IA
BRIDGE VIEW CENTER
Theatre
654 seats
www.bridgeviewcenter.com



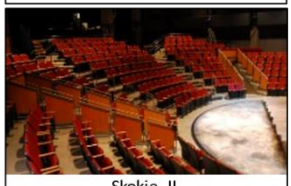
Chanhassen, MN
CHANHASSEN DINNER THEATRE
575 seat main stage theatre
www.chanhassendt.com



Des Moines, IA
INGERSOLL DINNER THEATRE
REOPENING FALL 2025



Skokie, IL
NORTH SHORE CENTER FOR THE PERFORMING ARTS
CENTER THEATRE
867 seats
www.northshorecenter.org



Skokie, IL
NORTH SHORE CENTER FOR THE PERFORMING ARTS
NORTH THEATRE
318 seats
www.northshorecenter.org



Cedar Rapids, IA
PARAMOUNT THEATRE
1,690 seats
www.paramounttheatrecr.com



Kennewick, WA
RETTER & COMPANY THEATRE
2,100 seats
www.retterandcompanytheatre.com



Joliet, IL
RIALTO SQUARE THEATRE
1,966 seats
www.rialtosquare.com



Ames, IA
STEPHENS AUDITORIUM
2,729 seats
www.center.iastate.edu



Ames, IA
STEPHENS AUDITORIUM
The Goldfinch Room
80 seats
www.center.iastate.edu



Topeka, KS
TOPEKA PERFORMING ARTS CENTER
BLACKBOX THEATER
80 SEATS / 2,000 SF
www.topekaperformingarts.org



Topeka, KS
TOPEKA PERFORMING ARTS CENTER
2,417 seats
www.topekaperformingarts.org



Evansville, IN
VICTORY THEATRE
1,950 seats
www.victorytheatre.com

CONVENTION CENTERS



Dodge City, KS
BOOT HILL CASINO & RESORT CONFERENCE CENTER
7,000 SF
www.unitedwirelessarena.com



Ottumwa, IA
BRIDGE VIEW CENTER
30,000 SF
www.bridgeviewcenter.com



Chanhassen, MN
CHANHASSEN DINNER THEATRE
3,000 SF Banquet Hall
www.chanhassendt.com



Chesapeake, VA
CHESAPEAKE CONFERENCE CENTER
22,700 SF
www.chesapeakeconference.com



Grand Island, NE
HEARTLAND EVENTS CENTER
Bosselman Conference Center
8,000 SF
www.heartlandeventscenter.com



Paducah, KY
PADUCAH-MCCRACKEN COUNTY CONVENTION CENTER
110,000 SF
www.paducahconventioncenter.com



Pelham, AL
PELHAM CIVIC COMPLEX
37,000 SF
pelhamciviccomplex.com



Joliet, IL
RIALTO SQUARE THEATRE
ROTUNDA
7,000 SF
www.rialtosquare.com



Davenport, IA
RIVERCENTER
100,000 SF
www.riverctr.com



Kennewick, WA
THREE RIVERS CONVENTION CENTER
75,000 SF
www.threeriversconventioncenter.com



Topeka, KS
TOPEKA PERFORMING ARTS CENTER
HILL'S FESTIVAL HALL
6,500 SF
www.topekaperformingarts.org



Vicksburg, MS
VICKSBURG CONVENTION CENTER
50,000 SF
www.vicksburgconventioncenter.com

ARENAS



Cedar Rapids, IA
ALLIANT ENERGY POWERHOUSE
9,000 seats
www.creventslive.com



Rochester, NY
BLUE CROSS ARENA AT THE WAR MEMORIAL
13,784 seats
www.bluecrossarena.com



Ottumwa, IA
BRIDGE VIEW CENTER
Event Hall
2,500 seats
www.bridgeviewcenter.com



Evansville, IN
FORD CENTER
11,000 seats
www.thefordcenter.com



Grand Island, NE
HEARTLAND EVENTS CENTER
Eihusen Arena
7,500 SEATS
www.heartlandeventscenter.com



Cedar Rapids, IA
IMON ICE ARENA
MAIN ARENA
4,250 seats
www.creventslive.com



Cedar Rapids, IA
IMON ICE ARENA
Olympic Rink
www.creventslive.com



Urbandale, IA
MERLE HAY ARENA
Amateur Sports Complex
OPENING FALL 2026



Oshkosh, WI
OSHKOSH ARENA
4,200 seats
www.oshkosharena.com



Park City, KS
PARK CITY ARENA
6,750 seats
www.parkcityarena.com



Pelham, AL
PELHAM CIVIC COMPLEX & ICE ARENA – AMATEUR ARENA
500 SEATS
pelhamciviccomplex.com



Pelham, AL
PELHAM CIVIC COMPLEX & ICE ARENA – MAIN ARENA
3,000+ SEATS
pelhamciviccomplex.com



Kennewick, WA
TOYOTA ARENA
2,000 seats
www.yourtoyotaarena.com



Kennewick, WA
TOYOTA CENTER
7,200 seats
www.yourtoyotacenter.com



Dodge City, KS
UNITED WIRELESS ARENA
4,500 seats
www.unitedwirelessarena.com

OUTDOOR AND COMMUNITY:



Burnsville, MN
AMES CENTER ART GALLERY
2,000 SF
www.ames-center.com



Birmingham, AL
BIRMINGHAM FAMILY FUN CENTER
FAMILY ENTERTAINMENT CENTER
OPENING 2025-2026



Ottumwa, IA
BRIDGE VIEW CENTER
OUTDOOR PLAZA
300 seats
www.bridgeviewcenter.com



Cedar Rapids, IA
MCGRATH AMPHITHEATRE
6,000 seats
www.mcgrathamphitheatre.com



Evansville, IN
MESKER PARK ZOO
50-acre zoo with over 700 animals
www.meskerparkzoo.com



JEFFERSON CITY, MO
CAPITAL REGION AMPHITHEATER
3,000 seats
www.crmuamphitheater.com

VENUWORKS LEADERSHIP



STEVE PETERS

FOUNDER AND CHIEF EXECUTIVE OFFICER

Steve Peters founded VenuWorks in 1996, steering it into a top venue management company operating 50+ theatres, arenas, and convention centers across 20+ communities. With decades of experience, including roles as the Target Center's first General Manager and Vice President at Ogden Entertainment, Steve laid the groundwork for VenuWorks' success. He later expanded the portfolio with VW Sports, owning the Evansville Thunderbolts. Steve co-founded VenuWorks Theatricals, producing renowned works like the Tony-nominated *You Can't Take It With You* and the upcoming Broadway musical *Get Happy*, Steve is also co-owner and managing director of Chanhassen Dinner Theatres in Minnesota, a community mainstay for premier productions. His producing credits include work on Broadway (Once Upon a Mattress), London's West End (Your Lie in April), and global live shows like Blippi Live. An alum of the University of Iowa, Steve has received prestigious honors like the IAVM McElravy Award and remains dedicated to advancing arts and entertainment from his home in Ames, Iowa, with his wife, Randi.



MICHAEL SILVA

CHIEF OPERATING OFFICER

Michael Silva serves as COO of VenuWorks, bringing over 25 years of experience in public assembly facility management. His extensive background encompasses oversight of arenas, amphitheaters, performing arts centers, and convention centers across the U.S., and Michael currently oversees operations at all VenuWorks managed locations nationwide, with expertise in booking, marketing, guest services, and sponsorships. Prior to becoming COO, Michael managed all VenuWorks facilities in Cedar Rapids, Iowa, for nearly a decade. As Executive Director, he led operations for multiple venues, including the Alliant Energy PowerHouse and Paramount Theatre, and directed the Cedar Rapids Tourism Office to boost the city's development. Michael's leadership ensures operational excellence across VenuWorks' venues, driving community-focused management and high-quality entertainment experiences.



TRICIA GONYO

CHIEF MARKETING OFFICER

Tricia Gonyo is the Chief Marketing Officer at VenuWorks, overseeing ticketing, sales, and marketing efforts across all 50+ managed venues. She leads strategic initiatives that drive revenue, enhance branding, and create impactful event experiences. Tricia also directs VenuWorks Presents, the company's concert production division, promoting live entertainment nationwide. Her leadership ensures innovative marketing and strategic partnerships, fostering excitement and demand for events. Before joining VenuWorks, Tricia was Senior Client Development Director at Ticketmaster, managing accounts across an eight-state territory. With degrees in Sports Administration, Corporate Communications, and Sports Management, Tricia brings expertise in digital marketing, branding, and team leadership to the company, delivering cohesive and engaging strategies.



TIM SULLIVAN
CHIEF FINANCIAL OFFICER

Tim Sullivan serves as the Chief Financial Officer at VenuWorks, overseeing the budgeting and financial reporting for all managed locations. He leads the implementation of financial policies and procedures designed to enhance processes, safeguard assets, and ensure the delivery of timely, accurate financial reports. Under Tim's guidance, his team conducts ongoing financial performance monitoring through on-site audits and remote access to accounting systems. His leadership ensures consistent and reliable budgeting, standardized reporting, and precise financial data for both the corporate office and VenuWorks' managed venues. Tim holds a bachelor's degree in finance from Iowa State University and an MBA from Drake University. He is also a Certified Internal Auditor (CIA), bringing a depth of expertise in financial analysis, reporting, and compliance. With skills in strategic planning, budgeting, leadership, and contract negotiation, Tim plays a vital role in driving financial stability and operational efficiency across VenuWorks.



THOMAS "TOBY" PETERS
CHIEF DEVELOPMENT OFFICER

Thomas "Toby" Peters is the Chief Development Officer at VenuWorks, driving business development, brand integrity, and corporate communications, including proposals, presentations, and the company website. He ensures continued growth and success by fostering strategic partnerships and expanding VenuWorks' reach across the industry. Joining VenuWorks in 2007 at the RiverCenter and Adler Theatre in Davenport, Iowa, Toby progressed through the roles of Brand Manager and Director of Business Development. His expertise in strategic planning and brand management has been pivotal in securing new accounts and enhancing the company's influence. Prior to joining VenuWorks, Toby served as a youth pastor in Dhaka, Bangladesh, cultivating his collaborative leadership style. He holds a bachelor's degree in Theatre Arts and an MBA from the University of Iowa, emphasizing clarity, empowerment, and innovative solutions to help venues achieve their full potential.



ANGELA BOHLEN
VICE PRESIDENT OF HUMAN RESOURCES

Angela Bohlen, Vice President of Human Resources at VenuWorks, oversees compliance with federal, state, and local employment regulations pertaining to all personnel matters. Angela directs the administration, coordination, and evaluation of all human resource functions, providing strategic leadership and expertise in organizational development, recruitment, and payroll. She manages collaborations with VenuWorks HR partner, Aureon HR, to streamline resources and enhance operations. With experience across industries such as staffing, finance, and insurance, Angela excels in strategic planning, communication, and fostering trusted partnerships across all levels. She holds a PHR certification and specialized education in Business Administration with a focus on Human Resource Management, staying active in HR communities to ensure best practices are met.



JOHN GIMENEZ
VICE PRESIDENT OF EVENT PROGRAMMING & CONTENT

John Gimenez, Vice President of Event Programming and Content at VenuWorks, oversees the programming and execution of events across all company-managed venues. Since joining in 2015, he has built the event programming division from the ground up, driving growth and bringing high-profile acts to new markets. With over 25 years in the music and entertainment industry, including 18 years as a talent agent with William Morris Endeavor and APA, John excels in talent buying, strategic planning, and contract negotiations. Prior to VenuWorks, he booked major events for legendary venues with ACE Theatrical Group. His expertise and strong industry relationships continue to deliver impactful events and elevate venue success.



HR COOK
EASTERN REGIONAL VICE PRESIDENT

H.R. Cook, Eastern Regional Vice President at VenuWorks, provides strategic oversight for multiple venues and serves as the primary corporate liaison with clients and management teams. With over 35 years of industry experience, including senior leadership roles at historic theaters, arenas, and convention centers, H.R. is a proven expert in venue operations, account management, and large-scale projects such as managing a $45 million renovation and expansion. Previously, H.R. served as Regional General Manager of the Five Flags Center in Dubuque, IA, and held leadership roles at venues like the Kansas Expocentre and Macon Coliseum. Known for empowering teams and delivering operational success, he strives to create exceptional guest experiences guided by his motto, “Find a way to say ‘Yes.’”



TOM RICHTER
WESTERN REGIONAL VICE PRESIDENT

Tom Richter, the Western Regional Vice President at VenuWorks, brings more than 30 years of expertise in venue management, event programming, and leadership. In his role, Tom provides strategic guidance to VenuWorks-managed venues, crafting tailored solutions to elevate events, streamline operations, and enhance community engagement. He serves as the primary corporate liaison, bridging the gap between clients and venue management teams to ensure seamless collaboration. Previously, Tom led the Swiftel Center in Brookings, SD, as Executive Director for 20 years. During his tenure, he transformed the center into a premier destination for concerts, sports, and large-scale events. A proud alumnus of South Dakota State University, Tom holds degrees in Agricultural Education and Counseling. He also spent a decade as SDSU’s Rodeo Coach and instructor, further showcasing his dedication to leadership and community impact. Tom’s passion for innovative programming and his commitment to excellence continue to drive the success of VenuWorks venues across the region.



DAVE STOW
VENUWORKS SPORTS
Dave Stow brings over 32 years of expertise in sports facility management, event operations, and venue development, with an impressive track record of leadership across national and international platforms. His career includes pivotal contributions to eight Olympic Games, two Pan American Games, three Super Bowls, and numerous Olympic Trials, World Cups, and international sporting events. Throughout his career, Dave has forged strong partnerships with National Governing Bodies, youth sports organizations, and private operators, fostering programs that enhance the recreational experience and drive community impact. His leadership and vision continue to shape venues and events that inspire excellence in athletes, teams, and fans alike.



CHRIS CARTON
VICE PRESIDENT OF FOOD & BEVERAGE SERVICES
Chef Chris Carton, Vice President of Food & Beverage Services at VenuWorks, brings 40 years of culinary and hospitality expertise to the role. An alumnus of the Culinary Institute of America at Greystone, he has spent 16 years enhancing culinary operations across the VenuWorks portfolio through menu innovation, food presentation, team development, and guest satisfaction. His efforts have strengthened the success of venues across the entire VenuWorks portfolio, driving innovation in operations, advancing national safety initiatives and fostering new business opportunities. Chris's career highlights include cooking for U.S. Presidents, performing artists, and major events like Super Bowl XXXVIII. He has earned numerous accolades, including Chef of the Year from the American Culinary Federation and the Premier Chef Excellence Award. Dedicated to education and community, he has served as an Adjunct Culinary Instructor since 1997, earning honors such as Teacher of the Year from Eastern Iowa Community College. Recognized for his advocacy against food waste and hunger, Chris actively engages with initiatives like the Iowa Food Rescue Partnership, furthering his impact within and beyond his industry.



MIKE PIEHL
VICE PRESIDENT OF FINANCIAL SERVICES
Mike Piehl serves as the Vice President of Financial Services at VenuWorks, where he oversees the review and approval of monthly financial statements and annual budgets for all company-managed locations. With a focus on accuracy and accountability, Mike also conducts on-site internal control reviews and collaborates with the CFO on special projects and new business initiatives, ensuring the financial health and operational efficiency of the organization. Mike earned his bachelor's degree in accounting from the University of Northern Iowa. Before joining VenuWorks, he worked as a Senior Auditor for the Iowa State Auditor's Office, conducting financial, compliance, and performance audits for governmental entities. This role provided him with a strong foundation in financial analysis, reporting, and internal controls, which he continues to apply in his leadership role at VenuWorks. On joining VenuWorks in 2011, Mike brought over 15 years of experience in accounting, auditing, and financial management to the organization. His expertise spans account reconciliation, financial reporting, and accounts payable and receivable processes, making him an invaluable member of the team

Board Of Directors



LARRY PERKINS
Larry Perkins has over 46 years of executive leadership experience in public assembly, sports, and entertainment management, and recently retired, serving as the Vice President and Assistant General Manager of the Carolina Hurricanes/PNC Arena, Raleigh, NC. He is a Certified Venue Executive (CVE), a Certified Protection Professional (CPP) and a Crowd Management Professional (CMP) and Master Instructor. He has been a Private Investigator, Regional Security Manager, and has held a U.S. Government Top Secret Clearance.



KIM MAHONEY
Dr. Mahoney has over 28 years of experience in various segments of the sports and entertainment industry. She has been working in the industry since then in a variety of capacities: as a contractor, client, and part of the venue management team. Dr. Mahoney has been involved with the opening of three new venues including a convention center, an NFL stadium, and a 20,000-seat arena. Currently, as Principal with Venulogix, she manages a variety of projects for clients related to the guest experience, venue and event operations, and the overall management of public assembly venues.



JOEL DUNCAN
Joel is the co-founder and Strategic Advisor of Connectify HR. Connectify is a human capital management outsourcing company based in Des Moines, Iowa. Joel's responsible for strategic guidance, business development support, operational improvement, and personal mentoring. Joel has over 30 years' experience in various roles with human resource outsourcing companies from Dallas, TX, Sarasota, FL and, most recently Des Moines, IA.



JOSEPH PETERS
Joseph Peters has over 25 years of experience working within the finance and operations area of investment management companies in the New York-metro area and Southeast Asia. His career began with PricewaterhouseCoopers investment management practice, auditing hedge funds, private equity funds and registered investment companies. From there, Joe has held CFO positions at three different investment management companies.

COMPANY CULTURE

VenuWorks is committed to fostering, cultivating, and preserving a positive company culture. Our human capital is the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities, and talent that our employees invest in their work represents a significant part of not only our culture, but our reputation and company's achievement as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

VenuWorks initiatives are applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees' needs.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for diversity.

All employees of VenuWorks have a responsibility to always treat others with dignity and respect. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other company-sponsored and participative events. All employees are also required to attend and complete annual training to enhance their knowledge to fulfill this responsibility.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action. Employees who believe they have been subjected to any kind of discrimination that conflicts with the company's diversity policy and initiatives should seek assistance from a supervisor or an HR representative.

VenuWorks Commitment

VenuWorks is a proud member and sponsor of the Iowa Chapter of the NAACP. VenuWorks assumed the position of anchor sponsor of the IAVM's Diversity Committee by matching all other combined contributions and donating $8000 to the Committee's initial start-up.

REPORTING STRUCTURE AND VENUE LEADERSHIP

At VenuWorks our corporate staff is involved in every aspect of each venue's management. Our Regional Vice Presidents oversee all of our accounts and are the direct reports for all of our Executive Directors and key point of contact for our clients. Internally our corporate staff also oversees all departments and provide ongoing support, training, and resources for all of our venues.

Our Eastern Regional Vice President, HR Cook, will function as the immediate Client contact. The Executive Director will report to HR. Once a stabilized operation is achieved, HR will visit the account on a quarterly basis dependent on location performance. Many of our corporate staff will make trips to the location to provide oversight, training, and assistance that may be required depending on circumstance. Our CEO, Steve Peters, as well as our COO, Mike Silva, will visit the location annually, or as may be required dependent on circumstance. Further assistance will be provided from our staff at other venues if needed.

In order to provide our clients with seamless and ongoing management services, VenuWorks ensures that there is an Interim Director on site when a venue is without an Executive Director. The Interim Director position is either filled by the venue's Regional Vice President, a Corporate Liaison, or the highest ranking staff member of the venue. During the hiring process for the new Executive Director, VenuWorks provides constant support to all aspects of the venue by allocating staff from our corporate office and other venues as needed.

Please note, the lines of communication between the location staff and VenuWorks corporate offices, as well as between the Client and VenuWorks corporate offices, are open and always available. While no organization can survive without structure, VenuWorks provides an expedited communication channel and compressed decision-making chain to react to opportunities and issues with equal vigor.

AUDITED FINANCIAL STATEMENTS

VenuWorks is in good standing due to its financial position and overall credibility in the industry. We have included financial statements from the last three years in this submission under a separate cover titled "Financial Statements". As a privately owned company we ask that this information remain confidential.

VENUWORKS HISTORY OVER LAST FIVE YEARS

Over the last five years VenuWorks has continued to focus on our mission, "to maximize the presentation of successful events in client facilities for the cultural, recreational, educational, and economic benefit of the communities we serve." We have hosted record-setting events at our venues; opened new venues; developed new menu options for our food and beverage services; and established naming rights at different locations. Our corporate office has celebrated several milestones, including our proactive response to COVID-19, the addition of new accounts, a transition to an employee-owned model, and exciting additions to our leadership team.

COVID-19 Response

COVID-19 created an unprecedented situation that impacted all industries throughout the world. At VenuWorks this work included:

- Increased weekly communications for all VenuWorks staff that included a weekly call spanning all locations
- $37,420,000 in federal support secured for our clients through PPP Loans, SVOG Grants, and retained employee tax credits
- Mass purchases of key sanitation equipment and distributed it to our locations
- Reopened venues as soon as each state would allow

Our first consideration was always the safety and well-being of our staff and our patrons. Reacting to the safety, economic, personnel and programming issues required an enormous effort. As we emerged from the pandemic, we were able to return to business as usual. Ticket sales returned as did programming opportunities and food selections.

New Accounts:
Since 2020, VenuWorks has added the following clients:

- Pelham, AL
  - Pelham Civic Complex (city owned)
  - 3,000+ seat Main Arena, 500 seat ice arena, and 7,000 SF ballroom
- Skokie, IL
  - North Shore Center for the Performing Arts (city owned)
  - 867 seat Center Theatre, 318 seat North Theatre
- Jefferson City, MO
  - Capital Region MU Health Care Amphitheater (city owned)
  - 2,500 seats
- Oshkosh, WI
  - Oshkosh Arena (privately owned)
  - 4,200 seats
- Grand Island, NE
  - Heartland Events Center (city owned)
  - 7,500 seat Eihusen Arena; 8,000 SF Bosselman Events Center
- Rochester, NY
  - Blue Cross Arena at the War Memorial (city owned)
  - 12,428 Seats
- Birmingham, AL
  - Birmingham Family Fun Center (city owned)
  - 35,000 SF
- Urbandale, IA
  - Merle Hay Arena (privately owned)
  - New arena opening in 2026!
- Des Moines, IA
  - Ingersoll Theatre (privately owned)
  - Fully renovated theatre opening in 2026!

Change to Employee Ownership
On March 31, 2023, VenuWorks became the only employee-owned venue management company in the US. Employee ownership offers several advantages.

- Studies have found that employees in ESOP companies typically enjoy higher earnings, better benefits, and longer median job tenure than their counterparts at traditionally owned companies.
- Companies usually experience increased sales and improved productivity after conversion.
- ESOP companies are less likely to experience layoffs than traditional companies.

We are extremely excited about the future of our company and the future of our industry.
Evolving Leadership

In the past eighteen months we have restructured our leadership team. Each division is headed by a C-Level company officer: Chief Operating Officer, Chief Marketing Officer, Chief Financial Officer, and Chief Development Officer. We also created a Board of Directors for the Employee Ownership Trust made up of highly qualified professionals with years of relevant executive experience.

WORKING WITH PUBLIC ENTITIES

We subscribe to the belief that the very best plans are collaborative, where stakeholders have an ongoing important role in providing input on the front end. This includes meeting regularly with the City, the Chamber of Commerce, CVB, restaurants and business, as well as hotel partners throughout the community to develop a marketing plan that presents all of Fort Pierce as a destination for events.

Our commitment to community engagement involves integrating our venues into the fabric of local communities through partnerships, volunteer opportunities, and support for local initiatives. We prioritize creating diverse event calendars that cater to artistic, educational, commercial, and community needs.

From involving local not-for-profits in concession sales to collaborating with food banks, VenuWorks fosters a sense of ownership and connection. Our efforts extend to promoting events, supporting underserved community members, and measuring the economic impact of our venues to ensure they contribute positively to local economies, including boosting visitor stays, local spending, and job creation. Our venue leaders are deeply engaged in the community, serving on the boards of esteemed local organizations such as Rotary, Chambers of Commerce, Convention and Visitors Bureaus (CVB), sports councils, and business advisory committees. Through these roles and active collaboration with the hospitality industry, they work strategically to market our venues, attract diverse events, and welcome a wide range of visitors, driving meaningful impact for the communities we serve.

GENERAL INFORMATION AND FINANCIAL CAPACITY

COMPANY INFORMATION:

VenuWorks, Inc.
1615 Golden Aspen Drive, Suite 107
Ames, IA 50010
Phone: 515-232-5151

LEGAL FORM OF COMPANY:

VenuWorks, Inc. is an ESOP (Employee Stock Ownership Trust), originally incorporated in the State of Iowa in 1996.
Federal I.D. Number: 42-1463763

Three of our largest clients are the communities of Cedar Rapids, Iowa; Evansville, Indiana; and Kennewick, Washington. In fiscal year 2023, venues in these locations had gross operating revenues of $17.4 Million, $28.3 Million, and $14.2 Million respectively. VenuWorks, Inc. had its strongest financial performance ever in 2023, including audited operating revenues of $40.0 Million, ticket sales of $55.6 Million, and total revenues of $95.6 Million.

INTEGRATING ALL SERVICES UNDER ONE ROOF

VenuWorks integrates operations, management and marketing services into a cohesive single operator approach. This approach to management allows us to ensure that all aspects of the patron experience are done to the highest level of quality to create repeat patronage, greater revenue, and ultimately more events that will want to come to the venue.

MANAGEMENT PLAN

Each venue is unique and requires a customized management approach that sets the venue on a track toward success. Our focus is to drive growth, profitability, and foster community connections. Through ongoing detailed data analysis and reporting we will empower the City of Fort Pierce to make informed decisions about their venue's operations and growth opportunities. This involves the use of advanced technology and industry best practices to analyze trends, track performance metrics, and identify areas for improvement.

Beyond efficiency, we are committed to creating a positive impact on the community. Through community engagement initiatives and social responsibility efforts, our plan will be to enrich the lives of those throughout the Fort Pierce region. VenuWorks fosters a sense of ownership and connection within the community by involving local nonprofits and civic organizations in concession sales, collaborating with food banks, creating mentorship and training programs in schools and community colleges, and building urban gardens to promote sustainability. Our efforts extend to supporting events, assisting underserved community members, and measuring the economic impact of our venues to ensure they contribute positively to the local economy, including boosting visitor stays, local spending, and job creation.

ONE TEAM APPROACH

VenuWorks provides all aspects for venue management services under one roof. We have found that this allows us to ensure that our clients and patrons receive the highest quality of service in all aspects of the venue operations. As requested in this RFP, this section will be broken down into the Scope of Services identified in Section 1.3 of the RFP titled “THE CITY’S GOAL; THE IDEAL PARTNER.” Each subsection has a different header and starts on a new page.

VENUWORKS SERVICES



MAINTENANCE AND REPAIR

Just as every decision is a marketing decision, every staff member in a venue should be a representative of the maintenance and housekeeping department, reporting repairs and custodial problems observed throughout the facility. VenuWorks managers personify this attention to detail. For our managers, it is second nature to pick up trash or straighten out lobby furniture as they walk through their buildings. When other staff members see that, they know the commitment to cleanliness starts at the top.



Our mission focuses on two major strategic efforts: maintaining and adopting efficient and effective cost control procedures; and maximizing greater revenues. We employ best practices in all areas of facility operations and utilize our distinct understanding of the unique elements of event and facilities operations to ensure success. The depth of our staff combined with the extensive resources available to the Sunrise Theatre through our network of facilities offer an unsurpassed level of operational excellence.

The process for achieving effective maintenance and housekeeping programs typically includes the following steps:

- A work order procedure that identifies and reports items in need of maintenance, then tracks the order through to completion, and captures the expense for accurate reporting.
- An annual maintenance plan that identifies a schedule of maintenance for every area and piece of equipment in the facility. For example, the maintenance plan might include quarterly changing of filters, semi-annual inspection of roof-top HVAC units, and annual stripping and waxing of floors.
- A housekeeping plan that addresses daily custodial needs in areas such as lobbies, offices, and restrooms. This plan is usually executed by a small crew.
- A post-event housekeeping plan that may involve dozens of crew members working overnight to clean up the venue, inside and out, immediately following the event before spills and stains become set-in and harder to clean up.

A: MAINTENANCE

VenuWorks employs facility maintenance staff, appropriately licensed, to oversee on-going preventative maintenance. VenuWorks' preventative maintenance schedules are developed to ensure that all manufacture recommendations are observed.

VenuWorks also purchases maintenance contracts from reputable vendors to handle major HVAC systems, electrical and mechanical systems, elevators and escalators, and other systems requiring specialized knowledge to assure proper maintenance. Furthermore, VenuWorks meets all applicable codes, regulations, and standards, including but not limited to ASHRAE, OSHA, ADA and Environmental Health and Safety codes, as well as other required codes for ventilation, temperature, and safe working conditions. We strive to reduce costs by minimizing operating expenses during reduced occupancy, using energy-efficient equipment wherever possible and utilizing maintenance practices geared to the effective operation of systems and equipment.

VenuWorks has focuses on three areas of facility maintenance to ensure that the facility is operated in a manner that complies with all regulatory and safety guidelines, is cost efficient and functional, and remains attractive:

a. Life Safety-Related: VenuWorks and its contractors consistently inspect all areas of the facility to ensure compliance with all applicable life safety codes and regulations. Our VenuWorks corporate operations team conducts venue operations audits on a regular basis to determine what, if any, measures need to be implemented to address any open maintenance, or inspection items. On the rare occasions where these repairs come at a significant expense or require an extended repair timeline, VenuWorks will coordinate with the city to create an appropriate plan for resolving the matter.
b. Cost Efficiency: VenuWorks is always seeking new efficiencies through maintenance of the facility. This could be as simple as replacing standard light fixtures, or plumbing fixtures to achieve lower operating costs. Or, identifying capital replacement of existing systems to achieve savings through energy efficiency. We will continue to work hard at evaluating these and other cost-saving initiatives that can be implemented.
c. Aesthetic Appearance: As with any major public facility, it is important that the Sunrise Theatre remains competitive and aesthetically attractive for all our users and guests. As appropriate during a given budget year, VenuWorks will commit resources to non-safety and non-efficiency related projects that contribute to the Sunrise Theatre's 'brand' appearance. These projects vary in scope and in size, and may include areas such as fixture replacement, various cleaning projects to exterior grounds maintenance.

<u>Repair and Maintenance Methodology</u>

VenuWorks will employ a maintenance department specifically dedicated to servicing the Sunrise Theatre. As a facility ages the maintenance requirements grow. To keep the associated cost with an aging facility in check, we will implement an Energy Efficiency Audit - where the facility team will meet with a local engineering firm to provide guidance toward improving the efficiency and reliability of lighting systems within the facility. Some project highlights include:

- Replacing current lighting with new LED lights with dimming panels. In addition to a substantial reduction in energy consumption, this improvement will reduce ambient noise caused by lighting. This provides a light source with an approximate 50,000 hours of life expectancy.
- Replace fluorescent lighting fixtures throughout the venue with LED lighting.

Maintenance and Custodial Management

VenuWorks makes extensive use of computerized maintenance and custodial management systems. When applicable, these systems are installed to improve managerial information and facilitate decision making. In addition to supporting existing systems, we create new systems for performance measurement. We implement and support computerized systems for budgeting, maintenance scheduling, energy management, and benchmarking.

Maintenance Management System

A CMMS (Computer Maintenance Management System) supports, integrates, and monitors the maintenance program. It measures corrective maintenance and preventive maintenance for all equipment and assets on site; creates code compliance and safety compliance checks; tracks the inventory, the contracts, and the contractors; and monitors the purchasing activities of the department. This live database is constantly updated with best practice procedures. VenuWorks integrates internet work orders with a mobile device. This paperless work order system magnifies your department's efficiencies in capturing necessary data. Work orders are generated during daily inspections and entered into the PC. Work orders are automatically transferred from a CMMS, allowing the scheduler to prioritize and distribute work while the technicians are on the floor. This customized system eliminates duplication of work entries and increases work performance, thereby reducing costs.

Specifically, we will provide:

- Facility Benchmarking—to assess staffing, purchased services, supplies, and utilities.
- Equipment Database—Maintaining information on more than 1.5 million pieces of electromechanical equipment.
- Life-cycle Analysis—Aiding in cost analysis by providing repair history to help determine whether to repair or replace current equipment.
- Equipment Audit Program—to build a database that enables systematic anticipation of scheduled maintenance requests and providing information for warranty protection and replacement assessment.
- Tracking Capabilities—Tracking people, training, maintenance schedules, and major and minor projects.
- Customer Satisfaction Audit—Assessing customer satisfaction and providing a benchmark for evaluating future satisfaction scores.
- Formalized Maintenance Summaries—accurately determining both long- and short-term maintenance needs and generating inspection forms and procedures.

Technical Library

The continually changing face of education and maintenance requires an organization to remain abreast of current best practices. As a result, VenuWorks employs proven and established protocols for maintenance and continually refines them to ensure their applicability in support of our clients and their missions. We provide technical direction in the management of facility operations. We also act as a professional engineering liaison with other departments and those professional organizations, districts, and commercial organizations deemed necessary by the client.

The program includes the best in resources, allowing the on-site managers to deliver operational and service excellence, including:

- An on-site technical library, detailing information regarding fire protection and prevention
- Filter logs
- Fire alarm systems
- Fire extinguisher logs
- Daily journal of rounds
- Boiler and chiller logs
- Water treatment logs on boilers, chillers, and cooling towers
- Contractor visits logs

VenuWorks Operations Procedures

- Personnel selection and development
- Maintenance program implementation
- Safety and code compliance
- Financial and materials management
- Maintenance and repair requisition system
- Program auditing

Support and Consultation

- VenuWorks corporate and area support personnel
- Rapid response email system
- “Ask the Expert” through the VenuWorks Intranet
- Support through the VenuWorks Intranet:
- Best practices
- Document library
- Policies and procedures
- Video lending library
- Bulletin board
- Benchmarking data
- Equipment recalls
- Recommended links
- Operation instructions and safety precautions
- Energy hints
- Classified ads
- Industry updates and press releases



EVENT BOOKING

VenuWorks analysis of programming at the Sunrise Theatre acknowledges the expansive portfolio of past commercial touring that has played the venue, although the type and caliber of promoter partners and artist guarantees paid for these acts has not been identified and the profitability is unknown. VenuWorks Chief Operating Officer Michael Silva has previously worked with Mike Elko Productions in another market and knows him to be a great and steady third-party promoter.

The proforma developed for this proposal includes a continuation of commercial touring. Our event mix would also recognize the significant African-American (37%) and Latino (24%) populations living in Ft Pierce as identified in the last census by rounding out the touring portfolio with artists such as the R&B Invitation Tour (with Joe, Musiq Soulchild and Eric Benet); Saint Jhn; Ali Siddiq; Marisela; Natalia Lafourcade; Eslabon Armado; Palomazo Norteno and others.

Additionally, the event financials specifically included private parties and events including Quinceanera's and other ethnic-oriented events that are hugely popular in other VenuWorks-managed facilities that can be facilitated with the expansion of the kitchen/catering areas, as mentioned in the food and beverage section of this proposal. VenuWorks has had enormous success hosting wedding ceremonies or other formal presentations on the apron of the stage facing the theater and afterward opening the main curtain to tables and a dance floor on the stage for a truly memorable experience!

VenuWorks offers a comprehensive range of booking and content curation services customized to the unique requirements of each venue. Whether it's concerts, comedians, performing arts, or community events, our strategy is founded on profound industry knowledge, data-driven insights and a commitment to excellence. We play a pivotal role by actively promoting or co-promoting events and, if needed, assuming financial risks to deliver top-notch entertainment to our client venues.

The VenuWorks core management philosophy is centered on events. Events are the lifeblood of every entertainment and convention facility. We believe it is important to create a diverse programming calendar that is a good balance of artistic, educational, commercial, and community/non-profit events. Our strategy is to book programming that complements the facility and meets the needs of the community.



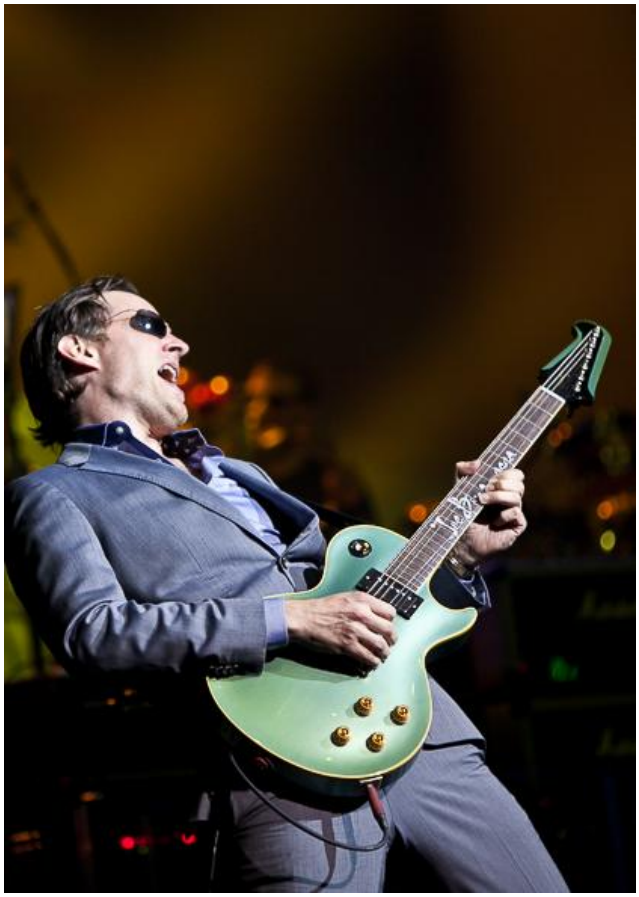
The VenuWorks programming department, under the direction of John Gimenez, Vice President of Event Programming and Content, books over 300 concerts and entertainment attractions each year. In many cases, VenuWorks is taking financial risk to bring these events to our clients by promoting or co-promoting. This is one of many examples of the commitment we have with our clients.

Booking guidelines are established based on the priorities, historical data, and financial considerations of the city and venue. Guidelines include policies on holds, deposits, and usage. Guidelines are available to the public on the venue website or by written request.
Furthermore, we have developed an event risk assessment procedure to evaluate the financial risk of an event prior to its booking. This procedure measures potential revenues against projected expenses and serves as an analytic tool for decision makers.

Event Booking Systems
Our facilities utilize Momentus computerized event management software with a proven system for managing event booking calendars. VenuWorks Executive Directors and corporate staff have access to the system 24/7 allowing real-time, up to the minute updates.

The system easily adds and removes events from the calendar; alerts staff of potential double-bookings, and syncs to existing Google Calendar, Outlook, or iCal. Drag-and-drop editing, automated email alerts, flexible reports, and custom forms provide a user-friendly platform to increase booking productivity. Powerful access controls ensure the venue's information is protected – internally and externally. It quickly and easily prints out hold dates for event confirmations, downloads as PDF for sending, and exports to Excel.

Booking Network
The VenuWorks booking team works diligently to ensure our managed facilities are marketed throughout the industry. They attend annual national meetings and conferences such as International Association of Entertainment Buyers, Pollstar Live, VenueConnect, and the Association of Performing Arts Presenters. Additionally, they make routine trips to LA, Nashville, and NYC for one-on-one meetings with key agents and promoters.



Booking Transparency
When working with the VenuWorks booking team, we can assure you all event deals are 100% transparent and available for review at your request. Due to our extensive booking experience, we can structure deals that secure affordable entertainment pricing while positioning all stakeholders (i.e. venue, act, promoter) to maximize their profits. Our practices and reputation have afforded VenuWorks excellent relationships with many of the industry's largest agents, presenters and promoters. These relationships have a positive effect on the booking process at each of our managed facilities.

Regional Booking Partners
In addition to our partnership with Live Nation, VenuWorks works with more than a dozen regional promoters who regularly book our venues. These regional promoting partners are invited to participate in our bi-weekly, non-Live Nation programming conference calls. The depth of our regional network positively impacts on our ability to bring touring shows to VenuWorks venues.



Event Promoting Deal Structures
Booking artists and attractions is a competitive business. To be successful, a venue booker must demonstrate significant profit potential to the promoter, the booking agency, and the artist management. At the same time, the booker must mitigate the promoter's risk in presenting the event. To remain competitive, it has become common for venues and promoters to share event risk by pooling and splitting the venue and promoter profits. In this practice, referred to as co-promoting, the venue typically contributes net revenues from food and beverage sales, parking, ticketing, and merchandise. The promoter contributes profit from ticket sales.

There are several ways to negotiate a co-pro. The following are a few of the most common:

- Percentage Deal
  A venue contracts to present an event as a partner of the show/artist, splitting the gross ticket sales. The venue must cover its expenses with its share of the split. This is a common practice for family shows.
- Upside Co-Pro
  The venue contributes its net revenues to the combined profit pool but takes no risk beyond the amount of revenue earned on the event. The venue helps to mitigate the promoter's risk without assuming risk beyond the money earned by the event itself. If the event loses money, the venue makes no money, but it does not lose money either.
- Up and Down Co-Pro
  The venue and the promoter pool their profits and share all revenues or losses.

Artists And Attractions Recently Booked By VenuWorks at Comparable Venues

.38 Special
1964 Beatles Tribute
25th Annual Putnam County Spelling Bee
A Taste of Ireland
ABBA Mania
Andy & Bing Christmas
Ashley McBryde
Avenue Q
Baby Shark
Back-To-Back The Music Of Elton John
Beatles Vs Stones
Bela Fleck
Big Bad Voodoo Daddy
Blippi
Blue October
Blues Traveler
Bluey
Bob Dylan
BoDeans
Brad Williams
Brian Regan
Buddy Guy
Charlie Berens
Cheap Trick
Chicago
Chris Botti
Cirque Holiday Musical
Craig Ferguson
Croce Plays Croce
David Sedaris
Dude Dad
Eddie Griffin
Folsom Prison Experience
Gary Owen
Get The Led Out
Hairball
Henry Rollins
Here Come The Mummies
Highwaymen Live
Ireland With Michael Live
Jason Isbell
Jim Brickman
Jim Bruer
Joe Bonamassa
Joe Gatto
John Crist
Kansas
Kevin James
Lewis Black
Liverpool Legends
Lorie Line
Maddie Poppe
Magic of Motown
Marlon Wayans
Matt Matthews
MercyMe
Michael Carbonaro
Michael W. Smith
Nate Bargatze
Needtobreathe
Nitty Gritty Dirt Band
One Night of Queen
Penn & Teller: The Foolers
Pete Davidson
Robert Cray
Sal Vulcano
Steven Curtis Chapman
Styx
The Price Is Right Live!
Theory of a Deadman
Theresa Caputo
Tim Allen
Tom Papa
Travis Tritt
Wayne Newton
Wheel of Fortune Live
Zach Williams

DANCE COMPETITIONS AND RECITALS

Many of our performing arts centers have become the preferred destination for dance competitions in their region. These events bring tens of thousands of people though the doors on an annual basis. These events keep our client PACs busy during gaps between ticketed events. Dance Competitions also generate high per capita food and beverage revenues, while contributing to the local economy.



PRESENTING THE PERFORMING ARTS

VenuWorks has extensive experience presenting world renown performing artists and attractions in theatres and performing arts centers. We maintain close relationships with the major booking offices and producers in New York City to ensure we deliver quality shows from Broadway to our venues. Additionally, we partner with theatre promoters such as Nederlander to present a Broadway series in several of our theatres.



Historically, Broadway shows are the most popular, profitable, and expensive programming for performing arts centers. We have worked with many venues, each with its own distinct set of challenges, to develop event funding to assist with the costs involved with this type of programming. These funds exist for the very purpose of absorbing the risk on an event.

Show Producers
VenuWorks' participation in the development of shows has allowed us to secure tours and new programming content for our theatres.

In partnership with Troupe America, a Minneapolis-based production company, and two major New York producers, VenuWorks created Touring Theatre Associates. The company's first project, a production of the Broadway hit musical JEKYLL AND HYDE, opened at the VenuWorks-managed Ames Center in Burnsville, MN on September 24, 2014; before launching a 19-week tour across the United States with booking partner Columbia Artists Theatricals. In addition, VenuWorks secured the rehearsal and opening of national tours of *Scooby Doo Live; Church Basement Ladies; Cash: Ring of Fire*; and *Miracle of 34th Street*.

The year following JEKYLL AND HYDE, VenuWorks produced a tour of FLASHDANCE. These shows fill a need in markets where larger national tours cannot be presented profitably. VenuWorks has been presenting Broadway series in markets across the United States for nearly two decades. These Broadway ventures represent our commitment to bringing premiere touring theatrical productions to midsize markets.

VENUWORKS THEATRICALS
VenuWorks founder Steve Peters began his Broadway producing career coproducing a revival of YOU CAN'T TAKE IT WITH YOU starring James Earl Jones in 2014 (Tony nomination for best revival). In 2016, VenuWorks Theatricals was formed in partnership with Michael Londra who is internationally known for us incredible Irish tenor vocals, and his performance in the original production of RIVERDANCE on Broadway. His other work has included: a new holiday musical, NOËL, staged in Ireland's National Opera House in 2017, with a North American tour in 2018; ONCE UPON A MATTRESS, Broadway revival 2024; and YOUR LIE IN APRIL, London's West end, world premiere 2024.



In 2023 VW Theatricals produced SUMMER STOCK, based on the 1950 MGM movie of the same name at the Goodspeed Opera House in East Haddam, CT. The show received rave reviews, was chosen as a New York Times Critic's Choice, and set box office records. VW Theatricals is working to take the musical, now retitled GET HAPPY, to Broadway in 2026. Our affiliation with VenuWorks Theatricals and our relationships with promoters gives VenuWorks an upper hand in bringing high-quality events to our venues.

PRIMARY TENANTS, LOCAL SCHOOLS, AND COMMUNITY GROUPS

We work closely with local arts organizations, schools and community groups in every venue we manage. These relationships are especially important in performing arts venues. Our first order of business will be to meet with each Resident User Group to introduce ourselves and to gain an understanding of their ongoing needs and concerns. We want each Resident User Group to consider VenuWorks to be a programming and marketing partner. Our objective is to grow their programs and their audiences by working side by side in all facets of their programming. We want to foster local arts initiatives in all aspects of our operations.

WORKING WITH COMMUNITIES

We recognize the unique demands placed on publicly owned facilities. Our management team members are expected to be a part of the larger community, which can involve demands on staff time and facility resources. However, these community interactions are vital to the success of our performing arts venues and the programs they offer. Our staff members will always go the extra mile to make that community connection. The connections may include:

- Discount pricing for non-profit users of the facility
- Booking and scheduling priority for events
- Participation by venue staff on appropriate committees
- Board control over key venue decisions, such as budgeting, rental rates, alcohol service, scheduling, and security
- Involvement of community members on venue committees and task forces and as interns and event staff workers
- Extra outreach efforts, perhaps even including special perks and discounts

SCHOOLTIME THEATER PROGRAM

VenuWorks believes that this market would also benefit from school-age children's programming during weekdays. While this type of programming is not significantly profitable to the venue and requires significant underwriting from community partners, it does open this City-owned venue to children and parents that may not have access to the theater normally and will promote the arts to hopefully the next generation of artists, musicians and performers.

A "Schooltime Theater" program would feature one touring production per semester (two annually) purchased by the venue and offered to elementary and middle school students during school hours at no cost to the students or school. Local underwriting (or a title sponsor such as the King's Daughters Medical Center Schooltime Theater Program) would be required to cover the costs of the production and school buses at a cost ranging from $10,000 - $15,000 per title. Titles that could be available for these children might include *The Very Hungry Caterpillar Holiday Show*, *Hot Peas 'N Butter*, *Sylvester and the Magic Pebble*, *Don't Let the Pigeon Drive the Bus the Musical*, *The Magic School Bus Lost in the Solar System*, *Dog Man the Musical*, Susanna Hammet in *Nearly Lear*, *Being Beethoven*, *Doodle POP*, and many others.







Another feature might include "Theater Clinics" and Workshops featuring touring professional actors that arrive at the venue loaded with a set, lights, costumes, and props, everything it takes to put on a play…except the cast! The team holds an open audition and casts 50-60 local students to perform in the production. The show is rehearsed throughout the week and two public performances are presented at the end of the week!

Additionally, a singer-songwriter series for elementary school age children featuring artists like Laurie Berkner, Brady Rymer, Dan Zanes and Friends, and Raffi are all generally available and can easily be set up inside the theater or even in an outdoor courtyard for a free Sunday morning series featuring tours of the theater, concessions and coffee options and other corporate partnerships.

EDUCATIONAL PROGRAMS

VenuWorks has a proud tradition of presenting educational performing arts programs at client theaters. fundraising for such programs, and for offering creative learning experiences to audiences of all ages. In Evansville, IN, the Victory Theatre shares a building and works closely with The Signature School, a school that emphasizes rigor and excellence in academics, the arts, integrated technologies, and community service. The Victory Theatre is where the school performances are held and where many classes take place.

At the Topeka Performing Arts Center, the Sheffel Theater Clinic provides an important supplement to area schools' arts education curriculum by serving nearly 2,400 third grade students annually. The Clinic is held at the Topeka Performing Arts Center from January through March each year. Students attend five 30-minute workshops, each devoted to a different artistic aspect of theater: acting, costuming, make-up, movement and technical staging. The students attend the workshops and end their day with an interactive Q&A session with the instructors. Clinic planners stress fun, experiential learning and inclusive interaction for each of the students as they move from one workshop to the next, all staged throughout the TPAC facility. This program is based around 110 children per day over 24 days.

Students at Ames High School, involved with the Business Engagement Collaborative, partnered with C.Y. Stephens Auditorium on a project to design and implement the redecorating/renovation of the Green Room facilities at the auditorium. The space hadn't been updated in quite a while and the students worked with the Iowa State Center to put together a vision, budget, and timeline that would meet their approval. They found an opportunity to bring in the talents of students in a woodworking course at the high school and they also got a crash course on handling change management as COVID-19 impacted their project.

COMMUNITY-FOCUSED EVENTS AND PARTNERSHIPS

VenuWorks envisions several initiatives for the Sunrise Theatre that align with both our core principles and mission, benefiting both the venue and the community. Our local VenuWorks teams are dedicated to contributing to and engaging with their communities through continuous involvement, including memberships, committee service, and participation in outreach programs. We will support and organize local festivals and community celebrations, making the Sunrise Theatre a central hub for cultural and social activities.

We believe the best plans are collaborative, with stakeholders playing a critical role in providing input from the start. To this end we engage in ongoing sales forums, market research, team development opportunities, customer familiarization, customer evaluation, sales blitzes, and the development of strategic marketing plans.





Partnering with local businesses and the hospitality sector offers dual benefits: it promotes the Sunrise Theatre, attracting a diverse range of events and visitors while positively impacting Fort Pierce's economy. This collaboration boosts local spending, extends visitor stays, and creates job opportunities. As a facility management company, we have effectively leveraged our partnerships with the CVB and City officials in Chesapeake, VA; Cedar Rapids, IA; Vicksburg, VA; Ottumwa, IA; Kennewick, WA and numerous other markets, resulting in year-over-year improvements in our economic impact.

We believe that a strong partnership between the Sunrise Theatre, VenuWorks, and local stakeholders will help elevate Fort Pierce as a leading destination for events, conferences, and weddings, leading to:

- Job Creation and Training: By focusing on hiring local talent and offering comprehensive training programs, we aim to equip community members with valuable skills and employment opportunities, thereby strengthening the local workforce. VenuWorks has a proven track record of providing excellent mentorship and internship opportunities for younger community members and partnering with local civic organizations to host employment fairs.
- Enhanced Tourism Revenue: Local hotels, restaurants, and transportation services reap the benefits from events, conferences, and engaging programs. We assess the economic impact of our venues to ensure they positively contribute to local economies by increasing visitor stays, local spending, and job creation. Our venue leaders collaborate closely with local organizations and the hospitality industry to market our venues effectively, aiming to attract a diverse array of events and visitors.

TICKET OFFICE MANAGEMENT

VenuWorks has had a long-term partnership with Ticketmaster that services most of our venues. Our other venues have contracts with etix and Tessitura ticketing companies. We understand that the contract between the Sunrise Theatre and Tixly is active, and we will operate the venue's box office in accordance with whatever ticketing company the City of Fort Pierce wants for the Sunrise Theatre.

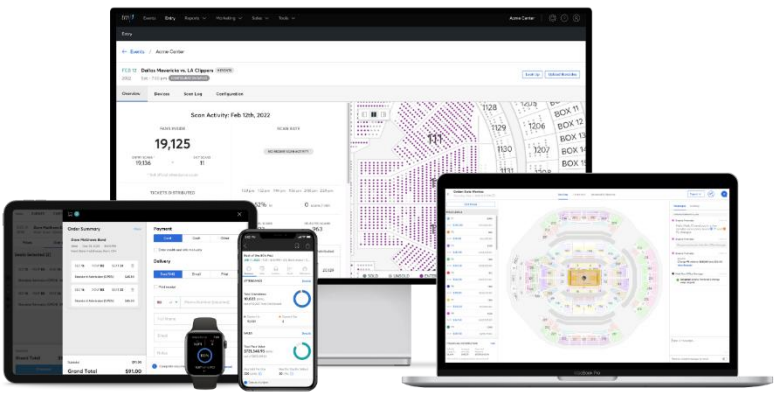
VenuWorks works with its ticketing vendors to provide effective, state-of-the-art ticketing distribution networks, as well as a premier integrated marketing platform built specifically for live entertainment. VenuWorks' partnerships with these three companies ensure that VenuWorks-managed theaters are well positioned to maximize business opportunities, discover new fans, effectively market your events, and sell more tickets.

- Ticketing equipment, upgrades and enhancements are provided and replaced as necessary with no charge to the theaters.
- The theaters realize significant revenues from per ticket convenience charges.
- The local staff is empowered to provide its own phone sales services, in part or in whole, and take 100% of the service fees for those phone sales it makes. The staff may decide to do daily phone sales or create a premium customers' club and provide phone sales specifically to them.
- Each location is empowered to set the service charges, consistent with the local marketplace. If an additional fee increment is needed for a special event, the theaters will keep 100% of the additional revenue.
- The location staff can reduce the service fees for certain events but doing so may reduce the venue's net revenues from service fees.
- Our theaters have nearly unlimited use of social media marketing tools from ticketing companies free of charge.
- VenuWorks staff enjoy support from VenuWorks' ongoing digital marketing analytics.

TICKETMASTER SERVICES OVERVIEW

As mentioned, VenuWorks has a long-term partnership with Ticketmaster as they provide ticketing services for venues we manage throughout the country. If the City of Fort Pierce would be open to changing ticketing platforms, we strongly advise the use of Ticketmaster and would be able to bring the Sunrise Theatre into our national contract that would provide a better rate for the venue.

Ticketmaster provides VenuWorks with an unparalleled ticket distribution network, as well as a premier integrated marketing platform built specifically for live entertainment. Together with a ticketing system that is the standard to which all others are measured, a diverse suite of marketing products, and a multi-million-dollar annual commitment to technology,



C: TICKETING AND CUSTOMER RELATIONS

VenuWorks' partnership with Ticketmaster ensures our venues are positioned to maximize business opportunities, discover new fans, effectively market our events, and sell more tickets - all this and 100% complete control over our customer ticketing fees.

Most of our venues leverage the TM1 platform that includes all the tools we need throughout the entire lifecycle of our events. This platform provides the following functionality:

- Permissions allow us to manage TM1 users, assign product access, and reset passwords.
- Reports allow access to event data for financial, resale, marketing, demographic, and attendance.
    - Export, email, or schedule reports for yourself — or anyone else inside or outside our organization.
    - Access current and past events.
    - Analyze single or multiple events.
    - Find data for a specific time by using "As of Date" and date ranges.
    - Get Reports on the go with the TM1 Reports mobile app available for iOS and Android.
- Engagement is Ticketmaster's email marketing tool designed exclusively for live entertainment.
    - Integrated directly with Ticketmaster's ticketing platform.
    - Features easy-to-use templates and drag & drop functionality to build email communication.
    - Use the segmentation tool to target and reach specific audiences from our database of fans.
    - Track and report campaign success.
- Events are in the event creation and management tool. The streamlined interface removes the complexity of the event build process.
    - Build, scale, and publish events all in one single tool.
    - Streamlined event build process.
    - Easily create common discounts or more complex custom offers.
    - Manage pricing and inventory throughout the life of the event.
- Sales enables the box office to easily sell tickets using an Interactive Seat Map or *Best Available*.
    - Generate or reissue digital tickets right to our fans via SMS or email delivery.
    - Quickly lookup fan accounts by customer name, account number, or barcode.
    - Use TM1 Sales on an iPad or tablet for quick and easy customer service resolution.
- Entry is our venue access control platform.
    - Intuitive interface to configure events and scanners for event day.
    - Mark seats, view entry stats, and adjust configurations — all in real-time.
    - A key component of secure ticketing and fan identity.
- Marketing allows you to track email communication effectiveness and create lists of targeted ticket buyers based on customizable criteria.
    - Track campaign effectiveness through Pixel Tracking and Came From Codes (CFC)
    - Audiences are generated lists of buyers to send marketing communications to and improve purchase conversion. Multiple types of criteria are available to generate an Audience. Examples include:
        - Event/Venue, Spend Amounts, Artists, and Demographics data.
        - Download generated Audience lists.

CUSTOMER RELATIONS

We feel it is critical to the success of the venue that all guests consistently experience the highest quality of entertainment experience in a safe, clean, and friendly environment that will keep them coming back for years to come. VenuWorks has developed a comprehensive system of best practices, training programs, management tools, and an unmatched network of support across the country. We understand how important individual guest interactions can be which is why we approach the concept of guest services to include not only fans but also event staff, clients, event participants, and service partners.



The VenuWorks Narrative begins by recognizing that the purpose to our work is to create experiences that will make people want to come to the venue again and again. Once employees have been trained in their specific job, they are encouraged to attend the half-day, interactive program further exploring the skills of customer service. Our employees engage because they see relevancy. We show them how the skills they learn have application in their personal lives as well as their business lives. The skills taught include the following:

- What you give out you get back, so appropriately presenting yourself is critical to the success of any interaction – at work or in our personal lives.
- Managing unusual or unpleasant situations can lead to positive outcomes when it is done properly and with the right frame of mind.
- Working in a safe and productive environment is a VenuWorks expectation. All employees are expected to comply.
- Each facility has unique attributes and those are highlighted and shared with all the employees.

Measuring Our Performance

VenuWorks continually measures its performance for customer service delivery using both Mystery Shopper reports, Intercept surveys, venue audits and Customer Satisfaction Surveys. While VenuWorks consistently scores above the industry average when it comes to guest experience, we use these accountability tools to measure our progress and to improve the customer service that we provide. Utilizing the findings of these surveys, VenuWorks has been able to identify guest concerns and improve the guest experience. We strive to deliver the highest level of client service and event fulfillment for our convention and trade show organizations, and meeting planners.

Distribution

Each event promoter and client receive a direct mail piece after their event. This direct mail piece is not only to thank them for their business but also to request feedback on their experience.

- Direct correspondence maintains personal nature of feedback
- Survey results are made available in real-time for timely review of client feedback
- All data collected is held within by the VenuWorks location staff

Analysis
Once collected, the client sends a recap of all data, and this data is shared with our team. Additionally, a post-event debrief meeting with the event promoter/client is often conducted to discuss the event and to review any feedback. By including all members of the VenuWorks team involved with the event, along with the client, these sessions offer impactful insight into areas of success, along with helping to identify areas for improvement. This feedback is then shared with the Executive Director and VenuWorks Regional Vice President.

- Meetings allow for immediate review of survey feedback with all VenuWorks team members
- Collaborative feedback with VenuWorks staff and client

Results
The survey yields immediate feedback to VenuWorks management team. This, coupled with post-event conferences, enables VenuWorks to remain responsive to our client's needs and remain successful in attracting new clients and most importantly, retaining the clients that have come regularly to the Sunrise Theatre.

We also utilize our customized QR Code survey program called, "Tell Me About It" which features a QR Code posted in all high traffic areas of the venue. The QR Code once scanned, sends visitors to the venue's online form to tell us about their experience.

MARKETING PLAN PHILOSPHY

The success of a live event goes beyond just the main attraction; it hinges on the meticulous orchestration of strategic marketing, operational excellence, outstanding customer service and community engagement. Our programming marketing services are designed to maximize the potential of our venues and their events within the local marketplace.

From digital and social media marketing to fan engagement, direct sales, and media relations, VenuWorks offers a comprehensive suite of services tailored to meet the needs of a vibrant community. By collaborating closely with local organizations, we implement a marketing strategy that delivers measurable impact and nurtures a legacy of economic prosperity.

The goals of our marketing strategy include the following:

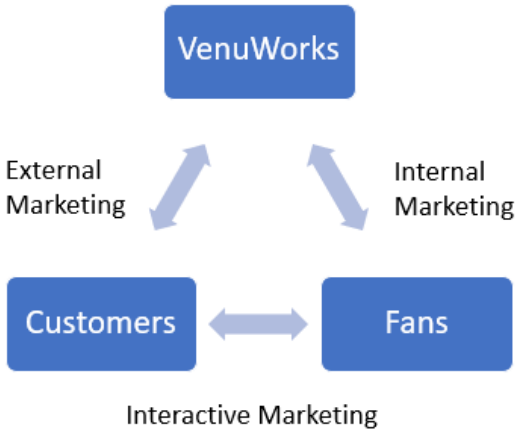
- Identify challenges and opportunities within the local marketplace.
- Generate event activity and maximize event attendance through expert booking practices and effective marketing strategies.
- Promote bottom line revenue with sponsorship and in-venue asset sales.

Our entertainment marketing is a collaboration between the local venue staff and the VenuWorks Corporate marketing team. Collectively, this group will develop strategies, plans, and goals for event marketing, venue marketing, and sponsorship sales. Before developing the plans, we undertake a "strategic visioning" process, taking time to learn and understand the needs of the client and the market. This process, typically occurring during our start-up, will include client discussions, review of event history, demographic analysis, and competitive study. This process may also include resident surveys, event promoter surveys, social media surveys, and media relations. We have been very successful with this approach in similar markets.

Once we are armed with a comprehensive view of the market, VenuWorks' marketing department will work with local stakeholders to develop strategic marketing plans that will serve as visual blueprints for positioning and marketing the arena, its events, and its prospective sponsors. It is a fluid document that will be updated regularly as campaign responses are analyzed, new techniques and methods are implemented, and client objectives change.

Marketing the EXPERIENCE

Creating memorable experiences demands that every employee acts as a marketer. To achieve success, we implement service marketing at each venue, emphasizing relationship-building and delivering value to our customers. This approach often necessitates a greater explanation of why our customers need the experience and why we stand out as the best venue for the service. However, it's important to note that our customers are not the only audience that requires education about our offerings.



- *Internal marketing* – Marketing from VenuWorks to the employees. Getting our team excited about

the experiences we offer. We do this through training, building trust, and empowering our employees to become ambassadors of VenuWorks.

- *External marketing* – The more obvious marketing flow from VenuWorks to the customers. This is achieved through the venue and event marketing plans using a targeted media mix.
- *Interactive marketing* – Marketing between the customers and our employees at the various touchpoints in the venue. This includes event managers, box office sellers, ushers, concession workers, security, banquet servers, stagehands; the list essentially includes every employee on our team.

Effective service marketing strategies in our venues include:

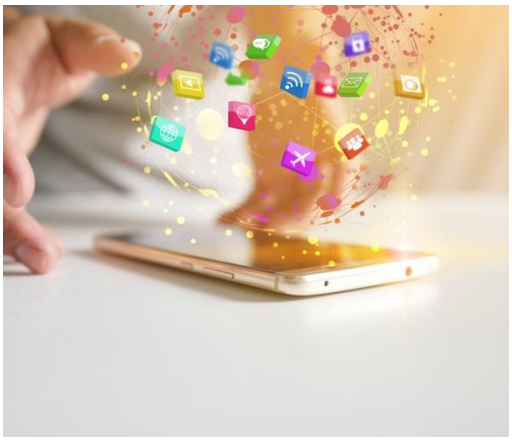
- Incentivize potential new customers.
- Implement a referral program.
- Nurture existing customer relationships.
- Leverage digital marketing.
- Get involved with our communities.
- Obtain customer testimonials.
- Showcase our awards.
- Highlight our greatest asset - our people.

Marketing the venue

Effective venue marketing helps us reach the right audience and expand our customer base. In this ever-changing industry, a fresh and comprehensive marketing plan will highlight the strengths of the venue and its team and will include the following areas:

- Brand Awareness at our venues is a key component to our marketing efforts. Brand awareness familiarizes the public with our venue and its events and differentiates them from other options. Building and maintaining a positive brand is a multi-faceted process that can take time and resources; however, if done well, your brand will support the sales efforts that drive your revenue. VenuWorks engages in the following steps to ensure a positive, local brand awareness:
    - *Build a recognizable brand*. We work in each market to research, develop, and identify a unique brand and what it represents to the market.
    - *Tell the brand story*. Every brand has a story. And it is critical to *tell* that story. We showcase the brand story through customer experiences, key business milestones, and the importance of what we do each day. Our brand story will build connections and trust.
    - *Create shareable content*. In this step, we are hyper-focused on creating content that is easily shareable. While we can't predict what will go viral, we can create content our followers will want to share by providing value rather than always trying to make a sale. By adding a simple call to action, our followers will "share", "RSVP", and "Tag a friend", expanding our research with a click of a button.
    - *Contribute to the community*. Not all brand-building happens online. We build brand awareness by being active apostles in our communities. We do this in ways such as sponsoring events, offering ticket discounts and donations, or supporting employees' participation in charity work.
    - *Run awareness campaigns*. Brand awareness ads are a way to ensure our advertising goes toward building awareness for your brand. These campaigns tell potential

customers about our venue, services, or events with an objective is to show ads to people who are more likely to recall and act upon them.



- Digital Marketing is the fastest changing segment of marketing in our industry, our digital marketing efforts include:
    - *The venue website* - The look, feel, and overall design of the venue website is the centerpiece of the brand. The site needs to be current, user-friendly, and aesthetically pleasing. We include videos, testimonials, images, and virtual tours so customers can truly experience our venues from the convenience of their computers and mobile devices. Our sites include contact information, social media links, event listings, booking opportunities, menus, and so much more. Sites are optimized for mobile devices since most web traffic comes from smartphones today. We follow Google's localization best practices, claim our venue listings and their accurate information on Google, and confirm our venues show up correctly in Google Maps listings.
    - *Social Media Marketing* - Keeping the venue's social footprint active is an integral part of our marketing efforts. We work closely with our venues to select appropriate platforms and to develop an engaging content schedule. We encourage the use of photos, videos, and "go live" opportunities to increase engagement and expand our marketing efforts. The use of creative hashtags (i.e. #CREventsLive) allows us to monitor online chatter across platforms.
    - *Search Engine Marketing* - SEO is critical for marketing because our efforts will ensure our website appears on the first pages of Google search results where most people will be looking for it.
    - *Email marketing campaigns* - Email marketing is one of our best opportunities to boost sales at no cost because we own the list. Our list will continue to grow with the addition of new purchasers and those signing up on our website.

Our digital marketing efforts include much more than a simple Facebook post or a pretty website, it requires us to adjust traditional methods and understand where our customers come from, what they are doing, and what we can do to improve sales. And which digital marketing tools and platforms will help you to do that.

- *Develop Strong Sales Materials*. Our sales materials are tools to persuade customers to move forward in the sales process. We use them to market our venue, its brand and events.
    - *Website*. Creating an informative website helps educate customers looking to work with us. When designing our sites, we make sure the message is clear and aligns with our overall brand message.
    - *Venue Brochure*. Our sales brochures help customers find out more information about our venues and services. We use these to have an in-depth conversation with

potential consumers through print. The goal is always to make these visually appealing.
    - *Venue Datasheets*. Data sheets are helpful for our technical event details such as room sizes, capacities, catering information, in-house services, etc.
    - *Videos*. Sales videos present our venue information in an easy-to-follow way in a short amount of time. Videos can be helpful in providing a taste of the event experience to potential customers in an innovative and exciting manner.
- *Public relations*. We are hyperattentive to the overall public perception of our venues and their brand. Our Executive Directors and Marketing Managers work diligently to increase the venue's industry credibility and overall reputation. We often do this through local leadership relationships, influencer connections, and networking. Social media has also proved to be a strong public relations tool for our venues. Social media involves real-time response, so every day, our marketing professionals are monitoring and responding to manage information of our customers to influence their perception.
- *Media Relations*. It's important to build and maintain relationships with members of the media – journalists and reporters. We can't just send a press release or media advisory here or there and expect it will just be picked up. We need to create relationships with our contacts in the media. By creating these relationships, we are strengthening our venue's overall media relations and becoming someone, media will be more likely to pay attention to when our story pitches hit their inbox.
- *Reputation.* The reputation of our venues is invaluable. To increase our credibility and reputation locally, regionally, and nationally:
    - We are active in our industry's professional organizations.
    - We present at regional and national conferences/trade shows.
    - We are active in the local CVBs.
    - We join the local professional/business clubs.
    - We host local committee meetings.
    - We are listed in local, regional, and national business/trade directories.
    - We offer venue tours and menu tastings.
    - We engage, volunteer and partner with community organizations and non-profits.
- *Photo Gallery.* What image do we want people to have of our venues? We employ a professional photographer to take beautiful photographs of our venues for all venue marketing needs. We take strategic photos during various events and event empty to provide an opportunity for customers to picture themselves enjoying a given experience.
- *Grassroots* is a marketing strategy we use to reach a targeted audience to encourage them to broadcast our message organically to a larger audience and thus, amplify our visibility in the marketplace.

SPONSORSHIPS AND NAMING RIGHTS

Sponsorship can be an important revenue source for all types of public assembly facilities. We will aggressively develop sponsorship revenues for spaces and events in Sunrise Theatre

We are experienced in selling naming rights for interior portions of venues, as evidenced by the Old National Bank Level in the Ford Center in Evansville, and the Retter & Company Theatre in the Toyota Center in Kennewick, WA. At the Ames Center in Burnsville, MN, named for Ames Construction, we also sold the naming sponsorship for the Center's main theatre, naming it Masquerade Dance Theater.



Many companies believe in offering sponsors exclusivity in their product marketplace and sell sponsorship to one bank, one radio station, one communications company. We practice a much narrower market segmentation. This is brilliantly illustrated by the fact that we have five different banks as major sponsors at the Ford Center in Evansville, IN.

VenuWorks approaches sales as a cooperative effort between the venue and corporate staff. Corporate sales support will include assistance in areas including:

- Securing new sponsorships
- Premium seats sales
- Customer relationship management

Our VenuWorks team is dedicated to securing naming rights sponsors for various indoor and outdoor spaces permitted by the City. We believe that establishing a sponsorship name can be integral to an initial branding initiative, generating revenue and ushering in a new era for the venue.

To achieve this, we will conduct a comprehensive analysis of the value of naming rights, leveraging analytics from a trusted partner with whom we have collaborated for several years. Their expertise in assessing naming values across numerous projects nationwide allows us to present potential sponsors with an attractive 5-to-1 value-to-price ratio for their investment. We also evaluate naming rights fees for comparable facilities.

Based on our thorough analysis of the relevant factors related to establishing a "naming partner," we will provide informed recommendations regarding the value of naming rights for this project and execute a successful campaign to secure a naming sponsor.

VenuWorks will develop revenue generating areas and event ideas in which sponsorships will be created and sold, using marketing and advertising plans that have worked in other markets. If we can maximize sponsor revenues in small markets across the country, we can certainly do it in yours.

The Sunrise Theatre has an audience that advertisers want to reach – affluent, mobile and well educated. We will use the data mining available to us through our relationship with Ticketmaster to offer access to our sponsors that will go well beyond the boundaries of the venue itself.

PREMIUM FOOD AND BEVERAGE SERVICES

VenuWorks provides clients with the assurance of well-prepared, quality foods presented with imagination and flair, with excellent service that is unequaled. We are proud of the superior quality our concession and catering services provide in the venues we manage.



Our Food & Beverage Services are led by Chef Chris Carton, Vice President of Food & Beverage Services at VenuWorks. With over 40 years of culinary and hospitality expertise, Chef Carton is a graduate of the Culinary Institute of America at Greystone and a visionary leader in the industry. His 16 years at VenuWorks have driven innovation throughout our portfolio. By refining menus, elevating presentation, and fostering team development, Chef Carton has consistently enhanced guest satisfaction while implementing forward-thinking initiatives in safety and operations. His leadership has been instrumental in expanding opportunities and elevating the culinary standards in the venues we manage nationwide.

VenuWorks has developed a proprietary F&B Planning Guide that systematizes the processes and governs our food and beverage business affairs. This manual has helped standardize and streamline food operations, giving our managers a quicker view of pertinent information, and allowing us to plan and forecast more accurately the needs for every event.

We focus on enhancing the overall guest experience with all styles of food and beverage services. Our food and beverage teams work directly with our clients and local suppliers. We specialize in providing innovative, exciting, and regional features in our catering menus, concessions, and our premium bar services.

Policy and Procedure

VenuWorks has very high standards for our food and beverage service. We implement mandatory processes and procedures for our food and beverage teams throughout the country. These are listed in our VenuWorks Food and Beverage manuals. Site visits are periodically performed where corporate staff test actual practices against the procedures and forms as prescribed in the manual. We solicit suggestions for additions or revisions from our teams on the front lines. Our mission in support of our Food and Beverage accounts includes:

- Delivering products and services of the highest quality, including menus, portions, and pricing that creates positive and lasting customer relations.
- Implementing internal controls to safeguard inventories including receipt, storage, and physical count processes.
- Delivering F&B products and services of the highest quality, with menus, portions, and pricing that creates positive and lasting customer relations.

- Direct and open communication from our collective kitchens to our Vice President of Food and Beverage Services, ensuring standards are maintained and all operational concerns are addressed.

VENUWORKS INVESTMENT

In Section 3: Projected Operating Budget and Compensation, we stated that we will invest $50,000 into the overall Food and Beverage Operations for the Sunrise Theatre. This investment comes from an understanding of the venue and the impact similar changes have had at comparable venues we operate.

Our investment is broken down into these key areas of our operations:

1. **Grab & Go Services**
   - VenuWorks will invest $10,000 to deliver Grab & Go service. Grab &Go has proven to be a very cost effective and efficient way to serve guests at our theatres. The concept is familiar to guests already as various stores and eateries around the country provide this model. It allows guests to make their decision about what to purchase on their own while they are in line and then bring it to the point of sale where a staff member checks them out. This model is significantly faster than having staff get each item for the guest while a line forms behind them.
2. **Portable Food and Beverage Stations**
   - VenuWorks will invest $10,000 to purchase 4 portable Food and Beverage stations that can be utilized throughout the venue. This will enable more points of sales and create a variety of event setup options for the theatre, the black box, the upstairs meeting/conference room and bar area, as well as the artist's studio space.
3. **Premium Service Bars**
   - VenuWorks will invest $20,000 to purchase 4 premium service bars to be placed throughout the venue. These offer an experience that goes beyond a table and skirt to give guests a high-end experience.
4. **Product Displays, Carts, and Liquor Security Cages**
   - VenuWorks will invest $5,000 to ensure that the Sunrise Theatre has the following:
     - Product displays that are not only visible but also modern and easily adjustable.
     - Carts that get products to where they need to go in the venue.
     - Security cages that ensure liquor is locked up when it is not being sold.
5. **Point of Sale Terminals**
   - Point of sale terminals are key aspects of the venue operations. VenuWorks will invest $5,000 to purchase fifteen POS terminals that will play a key role in maximizing the efficiency of the purchasing experience.

This investment is not a loan but rather a flat investment in the future success of the Sunrise Theatre.

CONCESSIONS & ON-SITE FOOD PREP

VenuWorks recognizes the power of enhanced concessions to elevate the patron experience and drive significant revenue growth. A prime example of our success can be seen at the Rialto Square Theatre, where we transformed concessions operations and achieved a remarkable 47% revenue increase in just one year. Revenue climbed from $527,667 in 2023 to $841,947 in 2024 through strategic initiatives such as updating menus, installing new kiosks and POS systems, and leveraging

our strong relationships with vendors. This case study illustrates our ability to modernize operations while create new revenue opportunities.

We propose a similar strategic approach for the Sunrise Theatre. By evaluating current concessions operations, we will identify areas for improvement and implement solutions tailored to align with patron preferences, increase operational efficiency, and maximize profitability. Modernizing the concessions layout, upgrading equipment, and introducing new menu concepts will not only generate increased revenues but also improve the overall patron experience.

GROWING THE VENUE'S CAPABILITIES

VenuWorks is aware of the City's interest in re-configuring the venue to allow for on-site food preparation. We will work with the City to determine where such a facility could be developed while still allowing for the maximized use of the theatre. Our team will also work in providing specs and recommendations for the City to purchase the equipment needed to be successful for years to come! VenuWorks recently worked with a location to develop a kitchen for $500,000 that will provide on-site catering for up to 230 guests. VenuWorks will provide these services at no additional cost, saving the City thousands on consulting services from an outside firm.



We have worked with several of our venues in developing on-site food prep areas to expand the food and beverage capabilities for the venue. While we do work closely with catering vendors to provide the greatest quality for our guests, there are far greater opportunities when food preparation can be done on-site and in-house.

Quality Is Priceless

We manage the food and beverage operations at our venues to ensure the highest quality controls in the food and drinks we serve. Our in-house model has three chief advantages:

1. Financially it provides the most upside potential for the venue, significantly improving the net departmental profit earned. There are no subsidiaries requiring their own profit lines resulting in reduced profits.
2. Our financial reporting is transparent and our accountability to the client unfettered. We proudly stand behind our service standards.
3. The in-house operating model creates the greatest flexibility in negotiating event/convention business terms since no third-party guaranteed percentage influences the financial negotiation.

There are very tangible marketing advantages to our in-house food and beverage services as well.

- Our set-up provides a one-stop shopping experience in which one management entity controls scheduling, pricing, and food arrangements.
- With the venue executive director having ultimate control of our activities, we can partner to collectively negotiate total packages to planners that include rental, equipment, and staffing fees along with catering considerations, allowing for all-inclusive pricing.
- Our proven systems provide ongoing quality control and direct management of menu pricing, inventory management, and financial accountability.

SECURITY AND CROWD CONTROL



All VenuWorks venues are required to create a security and crowd control plan to protect people, assets, building systems, and equipment in a manner consistent with professional venue management. Elements include an event safety plan, evacuation plan, incident reports, site protection measures, and surveillance systems. Because the security landscape is changing every day, VenuWorks continually evaluates and challenges our security programs by conducting various exercises throughout the year. This ensures that the security programs safeguarding the Sunrise Theatre, and its guests are protected using the latest information, tactics, and technology.

Our security operations are managed under the following best practices guidelines and include specific responsibilities:

- Maintain daily journal documenting arrival times of employees, deliveries, visitors, and any problems or issues.
- Screen all visitors and verify appointments with employees and maintain visitor logs.
- Monitor activity in and around the facility and report to the local Police Department (non-emergency line) any suspicious or illegal activities.
- Verify authorization and issuance of access keys and keypad access codes.
- Verify authorization on any property removals based upon use policies in place.
- Monitor all truck arrivals or other event related activities.
- Receive and log incoming packages. Track package until picked up by personnel.
- Knowledge of facility crisis management plan.
- Complete and catalog incident reports for any incident occurring on facility property.
- Maintain a full telephone list of all employees and emergency city departments such as police, fire, bomb squad, and EMS.

<u>General Venue Security & Control Checklist</u>

- All doors of a sufficiently solid nature and adequately secured against potential threats.
- All locks, bolts and other door furniture meet the necessary standards for the level of risk.
- Inspect locks frequently to ensure that they are in full working order.
- Check whether the locking-up procedure of the premises is under the control of reliable full-time staff.
- When the external doors of the premises are closed, the keys must be removed from the premises or adequately supervised and protected.
- The frame structures of the windows are fully secure and intact.
- Glass in all windows must meet security standards.

<u>Contractor Check-In</u>

- Report to the Admin Reception Desk to check-in and sign the visitor's logbook.
- Report to operations manager at the beginning of each shift.
- Report how many people will be working at site and deliver a written inventory for any tools and equipment that will remain on site overnight.
- Report expected work schedule and potential hazards/area restrictions created during project.

Employee Check-In

- Employees report to work through the designated employee entrance. A time clock located just inside will be for the employees to use. Administration employees that enter through the Administration door will be required to enter their time using their desk computer system. Only scheduled employees are to enter the facility prior to doors opening.
- Supervisors will assign employees their duties for the day or event. When the duties are completed, the employee will sign out only when the supervisor informs the employee that they are done. The employee will not leave until instructed to do so by the supervisor and clocks out. If the employee leaves before she/he is signed out, the supervisor will clock the employee out at their discretion.
- Once the employee has signed out, the employee should pick up their belongings and leave the building as soon as possible. An employee that has signed out or is off duty cannot enter the building unattended. The off-duty employee must enter through the Administration door entrance and sign in.

Guests, Clients, Vendors

All guests, clients and vendors will enter through the Administration Office door and sign in noting reason for visit. All guests, clients and vendors will be escorted through the building to meet with specific employees. This main entrance is kept secure and locked, and guests must knock on the door to be let in by the receptionist.

Event Safety Plan

- Ensure that the client and staff know of all emergency exits.
- Ensure that staff have the proper AED training and know where the two Medtronic Defibrillators are in the facility (Promenade A & C).
- Set-up and pre-event checklists.
- Maintain all exits and aisles free from obstruction.
- Test emergency systems as needed or prior to each event and follow through on operation pre-event checklists.

Incident Reporting

- Employees must file an incident report for all incidents.
- If the Police Department is also called, the incident report should be attached to a copy of the police report.
- Lost or stolen items must be reported to the administration office.

Loading Dock Procedures

- The loading dock must be kept clean, free of pallets, trash cans, and all other debris always.
- All forklifts and other machinery must be parked in their proper places when not in use.
- The venue's non-smoking policy includes the loading dock area.

Site Protection Measures

- Venue must maintain strict control of the perimeter access points.
- Access to the venue premises must be designed to direct movement through the desired areas. Fire hydrants must comply to local code.

Storage Of Freight and Receiving Policy

- The Operations Center staff oversee the reception of all items delivered to the loading dock.
- The venue must not receive any item designated for an event that has already occurred.
- The storage of materials and equipment must never impede operating space, workshops, offices, electrical or telephone closets, storage rooms, stairwells, security cameras, exit doors, and dock levelers.
- Freight containers should be stored on trucks/vehicles whenever possible.
- Service providers must store their freight containers on the outside loading dock.

Surveillance Systems

- Operate the surveillance system within the physical and practical boundaries that includes video cameras as well as regular walking rounds and inspections.
- Security cameras should record the movement at all entrances and exits whenever possible
- Access to the automated systems controls must be restricted to only the most trustworthy and capable employees.
- Each user must have his or her own account and is not permitted to log-in using another user's information.
- Accurate user logs must be maintained to provide an accurate history of use.
- Physical access (i.e. keys to venue systems) must be restricted to only those employees who need access to the systems.
- Whenever possible access to the venue's physical systems must be restricted by locks, doors, walls, fencing, and accompanied by the proper signage.
- The venue security and control plan are an integral part of the new employee and in-house training program of the department.
- All training is documented with dates, topics discussed, and attendance.

BACK-OFFICE OPERATIONS PLAN

VenuWorks provides a professional asset management approach to day-to-day venue operations. VenuWorks has achieved this by establishing policies and procedures for each facility through its dedicated, corporate Operations and Facility Development Services. VenuWorks accounts are supported through resources and technology to meet their clearly defined expectations.

FINANCIAL OVERSIGHT

We are committed to providing our clients with the utmost confidence in the financial information of the facility, and in the financial arrangement with us as the managing partner. To ensure accurate and reliable revenue recognition and financial data, we have outlined a summary of financial controls and procedures that would be implemented.

Banking, Cash Management Controls and Procedures

Internal reviews, as well as operational and financial audits, are routinely conducted by corporate staff to ensure compliance with established procedures. Depending on client preference and reporting needs, an external audit or "agreed upon procedures review" can also be coordinated by VenuWorks with a local CPA firm. In the unlikely event of employee fraud or theft, VenuWorks maintains crime insurance with at least $500,000 for the following coverage levels; Employee Dishonesty, Depositor's Forgery, Money/Securities, Computer Theft, Wire Transfer Fraud.



All financial records, including but not limited to: Monthly and annual financial statements, supporting schedules and documentation, event and financial data, and bank account information are considered property of the client as the venue owner and available for review at any time. All location staff members, as well as corporate supervisors, are available to the client for consultation and financial information.

VenuWorks will maintain separate commercial bank accounts for the Box Office Account and the Operating Account. Revenues from the sale of tickets are deposited into the Box Office Account. All event-related expenses are withheld from the Box Office receipts and transferred to the Operating Account following each event. All other Revenues generated and collected by VenuWorks are also deposited into the Operating Account. VenuWorks makes disbursements from the Box Office Account to promoters or performers in accordance with the performance contacts for the event. Budgeted operating expenses are paid from the Operating Account.

Financial Controls

The gross operating revenues for VenuWorks managed locations amount to tens of millions of dollars each year. We take the task of safeguarding our client's and their stakeholders' assets very seriously. All locations have specific on-site training on financial and accounting procedures. To monitor and ensure compliance in all venues, we utilize Momentus, the world's leading event technology platform, trusted by over 50,000 event professionals in more than 50 countries.



Elements of our systems include:

- Timely Bank Reconciliations
- Cash Controls
- Accounts Receivable Analysis
- Petty Cash & Change Drawer Audit
- Inventory Security and Accuracy of Counts
- Fixed Asset Tracking Procedures
- Purchasing Controls and Approval of Expenditures
- Segregation of Duties
- Tracking of Deferred Revenues
- Sales Tax Compliance
- Payroll Approval Process
- Expense Reimbursement Controls

VenuWorks corporate finance staff members have remote access to the financial accounting software at each location. Monthly, financial reports and annual budgets undergo a strict review process to ensure accuracy and reliability of the information. All financial records, including but not limited to: Monthly and annual financial statements, budgets, supporting schedules and documentation, event and financial data, and bank account information, are considered property of the client as the venue owner and available for review at any time.

VenuWorks practices strict procedures for cost controls in which variances to budget are routinely monitored so that we can take immediate action to control operating expenses. VenuWorks has experienced the greatest opportunities for controlling costs from the following areas:

- Efficient use of full-time labor (especially when duties are shared across multiple venues).
- Optimized use of part-time labor for events and restricted use during non-event days.
- Optimal scheduling practices for part-time labor to maximize patron experience but minimize overtime and unnecessary labor.
- Effective purchase order approval system to eliminate wasteful spending.
- Strict preventative maintenance systems and operational procedures to reduce major repair bills and minimize utilities cost.
- Food & Beverage inventory controls and ordering procedures to minimize waste and theft.
- Event Booking procedures that include a full risk analysis of all potential costs vs. ticket price points and required sales.

HUMAN RESOURCES

A dedicated staff is the most valuable asset any venue can have. Our transition process will begin with meeting the incumbent staff for the theaters, as a group and one on one, to determine if they have an interest in staying on in their current positions. Wherever possible, we will work to bring them into a comparable position in our organizational structure. Their employment with VenuWorks would be subject to a background check, and the successful completion of a six-month probationary period. During that time, we will be working with them to adapt to new systems and new roles that may be somewhat different from their former position. However, we have a very high level of success, achieving successful employee transitions that go on to become long-term working relationships. The key is communication. We offer our employees a comprehensive group benefits

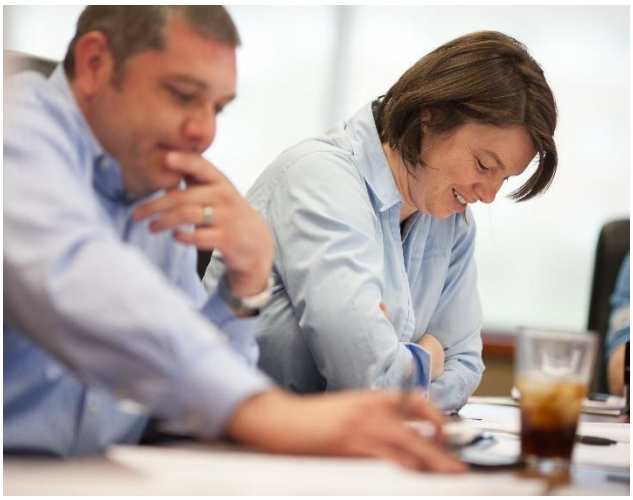
package including medical, dental, eye care and 401(k) plan. We also offer life, short-term and long-term disability insurance.

Customized Benefit Plans

Because each VenuWorks facility is organized under its own LLC, VenuWorks can customize the benefits to meet the competitive needs of each community it serves. Because many of our employees come to us in management transitions, we are prepared to blend their benefit features into VenuWorks' system, while at the same time designing an overall plan that meets the test of financial responsibility. As part of the process, VenuWorks benefits representatives will meet with all new employees to discuss their new benefits package. VenuWorks maintains a complete Employee Handbook as a reference source for location human resources managers.

Human Resources Partner

VenuWorks partners with Paychex HR, an accredited Professional Employment Organization (PEO), to provide our employees with comprehensive human resource services. These services include employee onboarding, benefits and benefits administration, payroll and payroll tax processing, risk management, and regulatory compliance. Our partnership with Paychex HR has enabled us to attract and retain top talent. It has also provided the opportunity to leverage purchasing power when securing health and dental insurance coverage which has kept premium increases at a minimum.



HR Technology

Paychex HR's Information System is an industry leading, web-based platform that makes it easier for VenuWorks to manage complex HR tasks. The software handles all employee functions, from applicant tracking and onboarding, to payroll processing and benefits enrollment. The HR experts at Paychex HR help navigate through complex employment regulations and processes, thus reducing liability for VenuWorks and our clients.

Reporting Structure

At VenuWorks our corporate staff is involved in every aspect of each venue's management. Our Regional Vice Presidents oversee all our accounts and are the direct reports for all our Executive Directors and key point of contact for our clients. Internally our corporate staff also oversees all departments and provides ongoing support, training, and resources for all our venues.

Our Eastern Regional Vice President, HR Cook, will function as the immediate Client contact. The Executive Director will report to HR. Once a stabilized operation is achieved, HR will visit on a quarterly basis if not more often, depending on how the venue is performing. Many of our corporate staff will make trips to Fort Pierce to provide oversight, training, and assistance that may be required depending on circumstance. Our CEO, Steve Peters, as well as our COO, Mike Silva, will visit the

location biannually, or as may be required depending on circumstance. Further assistance will be provided from our staff at other venues if needed.

Please note, the lines of communication between the location staff and VenuWorks corporate offices, as well as between the Corporation and VenuWorks corporate offices, are open and always available. While no organization can survive without structure, VenuWorks provides an expedited communication channel and compressed decision-making chain to react to opportunities and issues with equal vigor.

DAY TO DAY OPERATIONS

Our team aims for seamless service delivery. Event managers are cross trained on all event types. All logistical aspects of the event are identified and communicated to staff and subcontractors through weekly event overview meetings. Our staff work with every event from start to finish. Momentus, our event management system, tracks all expenditures, resources and labor to accurately forecast event costs for the client. Managing expectations and hosting successful events requires teamwork, communication and a trained and professional staff. The underlying principles of our approach to event management are:

- Staffing with trained personnel who are properly deployed and professionally managed.
- Comprehensive security and crowd control procedures, integrating best practices learned from all our venues.
- Supervision of subcontractors to assure accountability and control.
- No Surprises - the client is fully informed of all aspects of their event, all charges are detailed and communicated prior to the event.

There is a lot of work that happens behind the scenes for the events to run smoothly. The Operations Department works in cooperation with Event Services to ensure that all events are set based on the event schedules established with the client. The Operations Department is responsible for the initial event set-up and all conversions during the event. Operations staff members attend all event-planning meetings and provide cost estimates for equipment, labor and rental equipment. With multiple events on property on any single day, Operations manages the equipment inventory to reduce labor and change over costs and reduce the need for rental equipment.

Scope of Operations Services

- Event set-up and conversion
- Room sets and changes during events
- Maintains equipment inventory
- Event planning and cost estimates Manage third-party temp labor contract management
- Manage exclusive event audio visual services contract
- Create all event floor plans in an event diagramming program
- Contact for the Fire Marshal’s office
- Staffs all security, medical, police officers, and fire inspectors for every event
- Create and manage event budget
- Ensures clients abide by rules and regulations
- Collect event billing and work with finance to prepare event settlement
- Event support
- Manages housekeeping staff during events

Technical Services

The Technical Services staff manages, maintains, troubleshoots repairs and operates the telephone, networking and internet services, broadcast services, network licensing, internet service providers and television broadcast transmission systems. Technical Services provides direct support to events for these services and manages the contracts for Audio/Visual Rental Services and Telecomm, Data and Internet Services.

Scope of Technical Services

- Coordinate department services for both direct and overlapped responsibilities with the City, all VenuWorks departments, and all other event clients.
- Keeping all IT systems operational, available and secure so that VenuWorks staff can focus on providing world-class services to guests and exhibitors.
- Assure that all components of the Facility AV systems are operational and available so that VenuWorks staff and event contractors can provide world-class service to clients and guests.
- Review and manage service contracts for Audio/Visual Service.

Training

VenuWorks offers a wide variety of training methods for our event staff, each with customer centric focus and supported with current guest services best practices. The following is a list of the training programs offered:

- Orientation Training – all event staff receive a training program that immerses them in the VenuWorks culture of service. Our mission, service standards, and service philosophy are the main components of the training course curriculum.
- Skills Training – This training program encompasses training activities designed to welcome event staff members and to provide them with a solid foundation of information, skills and team motivation. The peer-lead training content includes basic work rules and procedures, customer service, alcohol awareness, skills training and facility familiarization.
- Supervisor Training – Supervisors play a vital role in the effective, efficient and consistent operation of the event staff. Training sessions provide an opportunity to develop the leadership skills of our supervisors, and the training sessions serve as a valuable forum for them to share their experiences and suggestions for improving our operation.

Execution

Providing the highest quality experience on a consistent basis is critical. To foster a consistent deliverable across the event operation we employ the following:

- Crew Deployment Sheets – Using the customized event staffing plan created during the planning phase this document communicates to event supervisors the precise positioning of staff throughout the venue.
- Supervisor Checklists – This document is deployed at predetermined intervals throughout the event and equips supervisors with the expectations for each of the staff members assigned to them.
- Event Staff Handbook – This handbook was developed so that all employees have a common understanding of facility policies, procedures, products, service standards and information.
- Event Staff Brief Sheets – This document acts as a supplement to the Event Staff handbook and provides all employees event specific information.

Evaluation

To ensure that the inputs for the event operations program–time, money, personnel, materials, and facilities are being used efficiently and effectively VenuWorks employs a robust evaluation program which includes:

- VenuWorks Customer Service Satisfaction Survey
- Mystery Shopper Program
- Event Day Quality Control Team
- Event day Supervisor Reports
- Departmental SWOT analysis

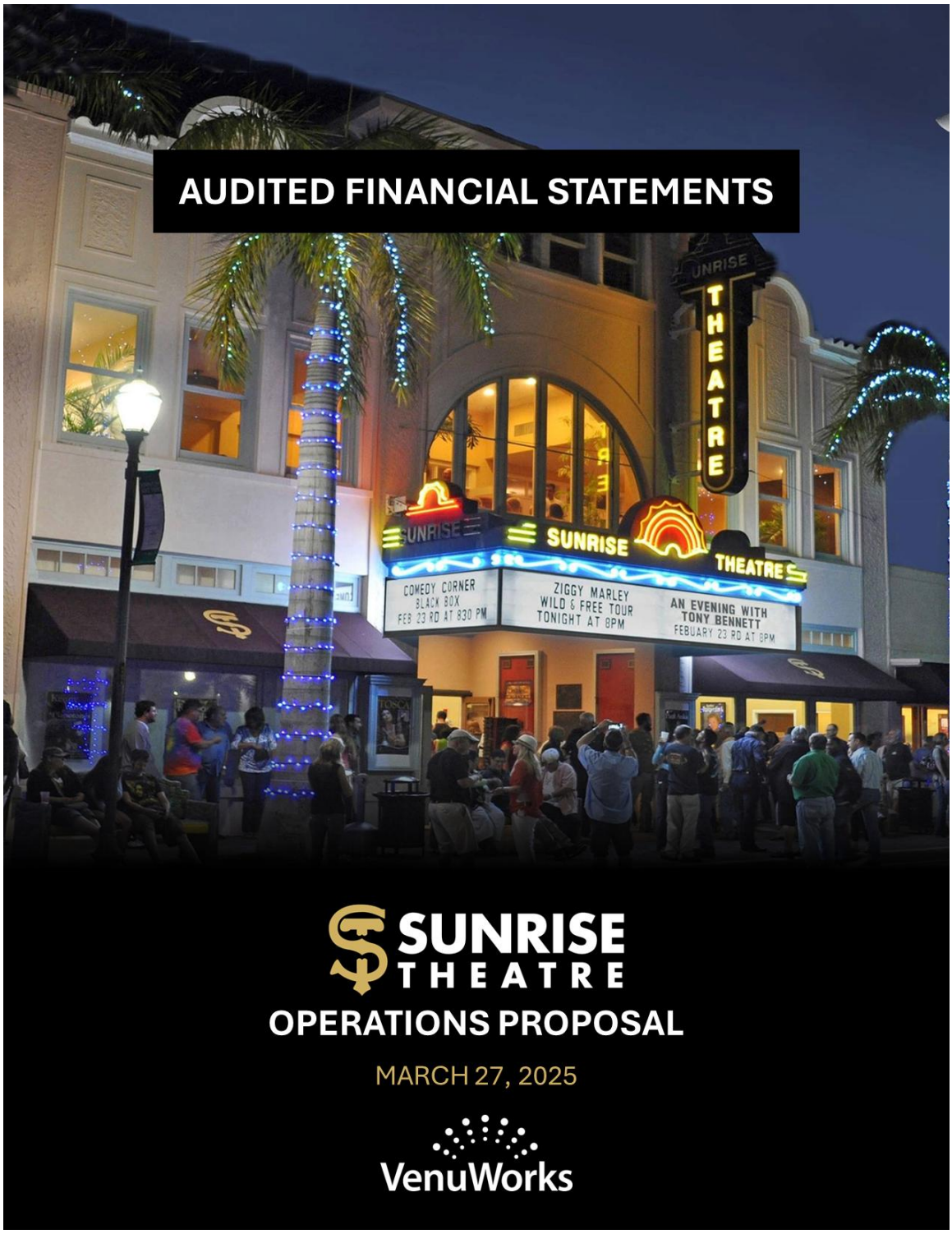
Adjust

VenuWorks recognizes that to consistently achieve excellence in customer service we must translate the data received from our evaluation tools into action.

- Employee Recognition – a comprehensive program that recognizes and rewards guest satisfaction, job performance, and longevity. Providing our guests with the highest quality experience is essential to every decision made on event day. This has created a rewarding culture that continuously looks to improve customer service, productivity, and internal operations, while entertaining our thousands of guests every year.

AUDITED FINANCIAL STATEMENTS

VenuWorks has provided audited financial statements from the last three years in a separate document. Under the title "Audited Financial Statements" this information can be found in a separate sealed envelope that was submitted with this proposal as well as in a separate digital document submitted electronically.



LICENSES AND CERTIFICATIONS

VenuWorks will obtain and hold all necessary licenses and permits to remain compliant with Local, State, and Federal regulations. Examples of such licenses may include, but are not limited to; Business License, Sales Tax Permit, and all health permits required for serving concessions and alcohol in the facility.

LITIGATION INFORMATION

VenuWorks is not a litigious company. We have never found it necessary to sue a client, venue user group, or promoter. While there have been infrequent claims brought against us, they have been almost exclusively related to injuries incurred in slip and fall accidents at events occurring in our managed venues. We have no lawsuits pending or in process that are not covered by insurance.

One claim not relating to accidental injuries was filed in 2021 by a former employee as a class action suit brought on behalf of other employees who had worked for VenuWorks as food servers and bartenders in Washington state. At issue was the fact that the venue menus and catering invoices lacked a state-required disclaimer stating that the automatic service charge attached to catering events was retained by the venue and the public facility district and not paid out as a gratuity to the workers involved. Our investigation revealed that the notice of this state requirement was sent to our payroll company when it was initiated, and not to VenuWorks. And for that reason, we did not have the disclosure included on our invoices or menus. A settlement was reached through mediation, without expense to the venue or the public facility district.

CRIMINAL CHARGES

There have not been any criminal charges filed against VenuWorks or its officers.

Exhibit "H"

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 RFP No. 2025-017 for **Fort Pierce Sunrise Theatre Operations Concession**

2. This sworn statement is submitted by VenuWorks
(name of entity submitting sworn statement)
whose business address is 1615 Golden Aspen Drive, Suite 107
and (if applicable) its Federal Employer Identification Number (FEIN) is 42-1463763
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Thomas Peters my relationship to the entity named above is Chief Development Officer.
(please print name of individual signing)

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

Exhibit "H"

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 tacie 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.)

Exhibit "H"

Signature: _____

Date: 2/28/2025

Date: 2/28/2025
STATE OF Iowa

COUNTY OF Scott

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Thomas Peters who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 28th day of February 2025.

RYAN MINDER
Notarial Seal - Iowa
Commission Number 817489
My Commission Expires Jun 18, 2025

NOTARY PUBLIC SEAL:

My commission expires: Jun 18 2025

END OF SECTION

B: AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR OR SERVICES

EXHIBIT "I"

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: VenuWorks

Authorized Representative's Name and Title: Thomas Peters, Chief Development Officer

Address: 1615 Golden Aspen Drive, Suite 107

City: Ames State: Iowa Zip Code: 50010

Phone Number: 515-232-5151 Email Address: tpeters@venuworks.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: _____ Thomas Peters Chief Development Officer 2/28/2025
Authorized Signature | Printed Name and Title | Date

STATE OF ~~FLORIDA~~ Iowa
COUNTY OF Scott

RFP No. 2025-017

B: AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR OR SERVICES

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this 28th day of February, 2025 by Thomas Peters, who is

☐ personally known or
☒ produced identification (ID produced: Drivers License).

Notary Public Signature: _____ (Seal)

Print Name: Ryan Minder My Commission Expires: Jun 18 2025

RYAN MINDER
Notarial Seal - Iowa
Commission Number 817489
My Commission Expires Jun 18, 2025

February 28, 2025

CITY OF FORT PIERCE

RFP NO.2025-017

FT. PIERCE SUNRISE THEATRE OPERATONS CONCESSION

The purpose of this addendum is to extend the submission due date from March 5, 2025, to

3:00PM, March 27, 2025

and provide an updated timeline as follows:

RFP Issue Date	January 28, 2025
Pre-Proposal Meeting	February 18, 2025
Deadline for Questions	**March18, 2025**
Proposals Due/Opening	**March 27, 2025**
Evaluation Committee Process Completed	**May 2025**
Commission Approval Rankings	**May 2025**
Negotiations Commence	Immediately after Ranking Approval
Agreement Recommended to Commission	**July 2025**
Anticipated Start of Concession	**August/September 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: Thomas Peters
Typed or Printed

Company Name: VenuWorks Inc.

Address: 1615 Golden Aspen Drive #107

Ames, IA 50010

Date: March 27, 2025

/gc

March 17, 2025

CITY OF FORT PIERCE

RFP NO.2025-017

FT. PIERCE SUNRISE THEATRE OPERATONS CONCESSION

ADDENDUM NO. 2

This addendum serves to modify and clarify the Request for by providing the detailed evaluation criteria, associated points, and responses to questions submitted by potential proposers.

Evaluation Criteria and Points

The following comprehensive evaluation matrix assigns numerical values to the specified criteria outlined in section 1.9 of the RFP.

Criteria	Description	Points
Relevant Experience and Organizational History	**Evaluates the proposer's demonstrated success in delivering services similar to those outlined in the RFP within comparable event venues. It also considers the proposer's overall business history, including company longevity, growth, stability, and legal/claims history.**	**25**
Team Qualifications	**Evaluates the qualifications, experience, and professional backgrounds of the key project team members, as well as their ability to contribute to the success of the theatre.**	**15**
Financial Projections and Economic Impact	**Assesses the proposer's projections related to exceeding the City's expectations for revenue, operating profitability, and community economic impact as well as their overall financial stability and capacity to manage the theatre effectively.**	**15**
Implementation Plan	**Evaluates the proposer's ability to effectively implement the scope of services through a clear and detailed plan. The evaluation will focus on the proposer's approach to managing key resources related to physical maintenance, technology, financial management, marketing, event management, community engagement – and their ability to execute a sustainable programming strategy. Proposals will also be assessed on the detailed 30/90/120-day rollout plans, and evaluation of their in-house capabilities and reliance on subcontractors.**	**30**
Alignment with Preferred Elements	**Assesses the extent to which the proposer has incorporated or addressed the preferred elements outlined in § 1.3 of the RFP.**	**10**

Questions and Answers

Budget Questions:

- **We see an approved 2023 annual budget, is it possible to receive a finalized 2023 budget. We see a proposed 2024 annual budget, is it possible to see the approved final budget for 2024.**
    - See attached approved budget from the FY 24/25 book. It includes the actual numbers from the 22/23 budget as well as the approved budget for 23/24.
- **What was the approved FPRA financial support for 2024/2025 and what of that amount remains**
    - The approved allocation from the FPRA for the Fiscal Year 2025 is $500,000
- **What are the YTD ticket sales?**
    - Current YTD ticket sales on record are: $1,452,848.77. That does not include the deferred revenue from Fiscal Year 2024 in the amount of $504,391.14 OR the deferred revenue from Fiscal Year 2026 in the amount of $20,766.81.
- **Does "packed sales" refer to F&B packaged goods?**
    - "Packed Sales" refers to the alcohol sales as well as other beverages and concession sales.
- **How long is your current credit card processing contract and who is it with?**
    - The Sunrise Theatre is contracting with the company Fortis for their credit card processing. It is on an annual lease that is currently set to expire on 2/6/26.

Under the Scope of Services tab regarding marketing:

- **Who will own the Sunrise Theatre . Com website and social media accounts? Are they to be transferred to the new operator or is it expected that the operator will create new accounts/websites?**
    - The ownership of the Sunrise Theatre website and social media accounts will be considered as part of the negotiation process.
- **Will the new operator receive the members and patrons email/marketing lists?**
    - This information is public record and therefore can be shared.
- **Would be possible to receive a list of current sponsors/donors and any term lengths/current contracts?**
    - This information is public record and therefore can be shared.

General Questions:

- **Status of roof and A/C repairs/replacement, and scheduled completion?**
    - The RFP for AC chiller replacement has closed, and the City is currently in the process of reviewing the submitted proposals. At this time, no roof repairs are scheduled but will be evaluated as part of future planning.
- **When was the last rigging inspection completed, can the last known report be sent for review?**
    - 2020. Report attached.
- **When was the last termite inspection done?**
    - 2019.
- **Who will manage the exterior of the building to ensure its up-keep, maintenance, and what exactly is within their purview?**
    - It is expected that the City, as the building owner, will remain responsible for the exterior upkeep of the Sunrise Theatre, including major building components as outlined in the City's Capital Improvement Plan (Exhibits C and D). This includes planned HVAC replacements and other

structural maintenance. Final responsibilities will be subject to negotiation with the successful proposer.

- **Can the City please clarify how the City would like vendors to submit proposals? The RFP tells vendors to submit via Demandstar on pages one and three, but on page fifteen vendors are told to also ship the following: "(1) original printed proposal, (5) printed copies and a digital copy on a flash drive one (1) electronic version on a USB drive, in a shipping envelope or box clearly labeled Proposal for Sunrise Theatre RFP 25-017…"**
    - Proposals should be submitted electronically via Demandstar website. Please disregard the instructions provided on page fifteen of the proposal document.

Clarifications

- **Liquor License**
    - The Theatre's liquor license is good until March 31, 2026.
- **Post Remediation Verification Certificate, see attached**
- **Air Quality Report, see attached**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: Thomas Peters
Typed or Printed

Company Name: VenuWorks

Address: 1615 Golden Aspen Drive #107

Ames, IA 50010

Date: March 27, 2027

/gc

Attachments:
Air Quality Results 12.31.24
Budget FY 2025
Post Remediation Verification Certificate
Rigging Inspection Report

March 19, 2025

CITY OF FORT PIERCE

RFP NO. 2025-017

FT. PIERCE SUNRISE THEATRE OPERATIONS CONCESSIONS

ADDENDUM NO. 3

The purpose of this addendum is to provide additional information to proposers, as well as respond to an inquiry received by a potential proposer.

QUESTION: What is Sunrise's fiscal year? It looks like October 1, but can you confirm?

ANSWER: **October 1 - September 30**

QUESTION: Will the concessionaire take over the existing budget mid-year?

ANSWER: **No, they will not take over the existing budget mid-year, they will need their own finances to operate.**

QUESTION: In the proposal, should the year 1 budget be the remainder of 2024 - 2025 or should year 1 be 2025-2026?

ANSWER: **Based on the timeline in Addendum 1, the anticipated start of the concession agreement is August or September, which would require the year 1 budget be 2025-26 to begin on October 1, 2025.**

QUESTION: Will the FPRA financial resource continue year to year? If so, is it a set amount or does it change each year?

ANSWER: **The FPRA allocation will not remain for operating costs beyond this fiscal year.**

QUESTION: Is there a restricted fund that can be used toward operational expenses? If so, is it a set amount each year or is it need-based?

ANSWER: **There is not a restricted account to be used for operational expenses. Currently, there is a restricted account that is used for capital expenses and funds are generated from tickets sales. This is based on the City's ticketing system and only used by the City.**

QUESTION: Are there committed city or state grants beyond this current year?

ANSWER: **No**

QUESTION: Will the concessionaire take over the existing operating bank account or begin their own?

ANSWER: **No, they will need their own bank account.**

QUESTION: In either instance, will the concessionaire begin with an operating cash balance?

ANSWER: **No**

QUESTION: Is there a mortgage or rent, or not applicable due to the building being city owned?

ANSWER: **The building is owned by the City and there is not a mortgage.**

QUESTION: Are there property taxes or not applicable due to the building being city owned?

ANSWER: **Property taxes would not be applicable to the concessionaire.**

All other conditions of this proposal remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: Thomas Peters
Typed or Printed

Company Name: VenuWorks

Address: 1615 Golden Aspen Drive #107

Ames, IA 50010

Date: March 27, 2027

/lh



VenuWorks

1615 Golden Aspen Drive #107
Ames, IA 50010

Randy Singer
Managing Partner
Boca Black Box (change to name of booking agency?)
8221 Glades Road, #10, Boca Raton, FL 33434
bocablackbox@gmail.com (maybe change to info@bocablackbox.com)
561-483-9036
February 15th, 2025

Selection Committee
City of Fort Pierce
100 N. U.S. Highway 1
Fort Pierce, FL 34950

Subject: Proposal Submission for RFP #2025-017 – Fort Pierce Sunrise Theater Operations Concession

Dear Selection Committee,

I am writing to formally express Boca Black Box's strong interest in the opportunity to manage the operations and concessions of the Sunrise Theater, as outlined in RFP #2025-017. We recognize the theater's vital role in Fort Pierce's cultural landscape and are eager to bring our extensive expertise in venue management, programming, and community engagement to this historic institution.

With a proven track record of operational excellence, audience development, and successful entertainment programming, Boca Black Box is uniquely positioned to enhance the Sunrise Theater's offerings and ensure its long-term success. In addition to our expertise, our management of Boca Black Box provides a distinct advantage—we can strategically integrate both venues into our marketplace, expanding seating capacity and offering a broader array of performances to benefit both audiences and performers.

By managing both Boca Black Box and Sunrise Theater, we can leverage our network to "cross-book" entertainment, significantly reducing costs while attracting high-quality acts. This approach not only enhances the variety of performances available but also increases efficiency, optimizes artist scheduling, and strengthens the financial sustainability of both venues.

Our team is committed to delivering high-quality performances, innovative experiences, and a thriving concession program that aligns with the theater's mission and the city's vision. We would welcome the opportunity to discuss our proposal further and explore how our expertise can contribute to the continued success and growth of the Sunrise Theater.

Thank you for your time and consideration. We look forward to the possibility of collaborating with the City of Fort Pierce on this exciting endeavor.

Sincerely,
Randy Singer
Managing Partner
Boca Black Box

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Year One through five projected operating budget

Here's a projected five-year operating budget based on the historical data you provided. The projections assume moderate growth, inflationary adjustments, and stability in expenses.

Projected Operating Budget (2024/2025 - 2028/2029)

Category	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029
Grants					
Federal Grants	50,000	50,000	50,000	50,000	50,000
State Grants	0	100,000	100,000	100,000	100,000
Total Grants	50,000	150,000	150,000	150,000	150,000
Charges for Services					
Ticket Sales	1,300,000	1,350,000	1,400,000	1,450,000	1,500,000
Ticket Rentals	825,000	850,000	875,000	900,000	925,000
Ticket Fees	200,000	210,000	220,000	230,000	240,000
Sponsorship Fees	40,000	45,000	50,000	55,000	60,000
Memberships	130,000	135,000	140,000	145,000	150,000
Donations	30,000	35,000	40,000	45,000	50,000
Total Charges	2,525,000	2,625,000	2,725,000	2,825,000	2,925,000
Personnel Services					
Salaries & Wages	175,000	182,000	190,000	198,000	206,000
Overtime	5,000	5,500	6,000	6,500	7,000
Total Personnel	180,000	187,500	196,000	204,500	213,000
Operating Expenses					
Legal Fees	5,000	5,200	5,400	5,600	5,800
Accounting	5,300	5,500	5,700	5,900	6,100
Custodial	40,000	42,000	44,000	46,000	48,000
House Crew	65,000	67,000	69,000	71,000	73,000
Security	28,000	30,000	32,000	34,000	36,000
Food	32,000	34,000	36,000	38,000	40,000
Lodging	1,100	1,200	1,300	1,400	1,500
Backline	16,000	16,500	17,000	17,500	18,000
Lighting	1,200	1,400	1,600	1,800	2,000
Theater Supplies	1,600	1,700	1,800	1,900	2,000
Advertising	260,000	270,000	280,000	290,000	300,000
Licenses/Fees	26,000	27,000	28,000	29,000	30,000
Admin Charges	100,000	105,000	110,000	115,000	120,000
Cleaning Supplies	7,000	7,500	8,000	8,500	9,000
Total Operating Expenses	570,200	608,500	647,800	687,100	726,400
Total Expenses	**750,200**	**796,000**	**843,800**	**891,600**	**939,400**
Net Income (Revenues - Expenses)	**1,654,800**	**1,778,000**	**1,881,200**	**1,983,400**	**2,085,600**

Assumptions for 5-Year Projection:

1. **Grants:** Assumes minimal federal grants and a potential increase in state grants after year one.
2. **Ticket Sales & Rentals:** Assumes a steady annual increase of ~4%.
3. **Sponsorship & Memberships:** Gradual growth as engagement increases.
4. **Salaries & Wages:** Estimated annual 4% increase in wages.
5. **Operating Expenses:** Inflationary increase of ~3-5% annually.
6. **Advertising Costs:** Continues to increase due to market competition.

This forecast ensures sustainable growth while keeping expenses under control. Let me know if you'd like to tweak any assumptions!

30/90/120 day transition plan

First 30 Days: Assessment, Transition, & Initial Engagement

Objective: Ensure a smooth transition while assessing current operations, establishing relationships, and laying the groundwork for future improvements.

Operational & Financial Assessment:

- Conduct a full operational audit of the theater, including staff, ticketing systems, vendor contracts, and financial performance.
- Review historical audience data, programming effectiveness, and revenue streams.
- Identify key areas for immediate efficiency improvements.

Staff & Vendor Coordination:

- Meet with current staff and contractors to evaluate roles, responsibilities, and performance.
- Ensure key personnel are retained or transitioned smoothly.
- Review vendor agreements and explore cost-saving opportunities.

Community & Stakeholder Engagement:

- Hold introductory meetings with city officials, community leaders, and stakeholders to understand expectations and priorities.
- Launch an open forum or town hall to gather community input on programming and theater improvements.
- Build relationships with local businesses for potential sponsorships and partnerships.

Marketing & Brand Awareness:

- Audit existing marketing efforts and digital presence (website, social media, email lists, local media partnerships).
- Announce Boca Black Box's management of the Sunrise Theater via press release, email campaigns, and social media.
- Begin developing a refreshed branding and promotional strategy.

Immediate Programming Adjustments:

- Review the current event calendar and optimize scheduling where needed.
- Begin identifying new acts and securing performers that align with audience preferences.
- Implement an initial ticket sales push for upcoming shows.

First 90 Days: Audience Growth, Programming Expansion, & Revenue Development

Objective: Drive ticket sales, optimize operations, and establish stronger financial sustainability.

Expanded Marketing & Outreach:

- Launch a **targeted digital marketing campaign** (social media ads, SEO, influencer collaborations).
- Strengthen email marketing strategy, introducing segmented campaigns for different audience groups.
- Develop and implement an **aggressive group sales strategy** targeting local organizations, retirement communities, and corporate clients.
- Increase PR efforts, securing media coverage in **senior-focused and Jewish community publications** in Boca Raton and surrounding areas.

Programming Enhancement & Audience Engagement:

- Begin diversifying event lineup to **include more high-demand acts** like **comedians , live music, and community events**.
- Introduce **theme nights and specialty events** (local talent showcases, theater tours, industry networking nights).
- Implement **post-show engagement efforts**, such as meet-and-greets, artist Q&As, and VIP experiences.

Operational Efficiency & Infrastructure Enhancements:

- Fully integrate **new ticketing system** with mobile and online capabilities for seamless purchasing.
- Evaluate seating configurations and **optimize pricing strategies** to maximize revenue.
- Implement streamlined **concession and merchandise sales strategies** to enhance per-show earnings.
- Begin assessing needed **venue improvements** (lighting, seating, backstage facilities).

Fundraising & Sponsorship Initiatives:

- Develop and launch a **corporate sponsorship program**, targeting local businesses for naming rights and advertising opportunities.
- Host an exclusive **fundraising gala or VIP launch event** to introduce Boca Black Box's vision for the theater.
- Begin securing grants and partnerships to support long-term growth.

First 120 Days: Financial Optimization & Long-Term Growth Planning

Objective: Solidify the Sunrise Theater as a profitable, high-demand entertainment hub with sustainable operations.

Financial & Revenue Optimization:

- Implement **dynamic pricing strategies** based on ticket demand.
- Expand **venue rental offerings** for private events, corporate functions, and film screenings.
- Optimize staffing models to balance efficiency and cost control.
- Introduce **subscription/membership programs** to drive recurring revenue and audience loyalty.

Long-Term Programming & Expansion Planning:

- Begin negotiations to **secure top-tier entertainment for the next year**, ensuring a strong lineup.

- Explore **additional daytime and community programming**, including senior matinees, local school performances, and cultural festivals.
- Develop a **cross-promotional strategy** with Boca Black Box and other venues for artist-sharing and joint promotions.

Infrastructure Investments & Venue Enhancements:

- Prioritize and execute **critical upgrades**, such as sound/lighting improvements and backstage enhancements.
- Explore grant funding and city partnerships for larger-scale capital projects.

Performance Review & Strategy Adjustments:

- Conduct a **comprehensive performance review**, assessing audience growth, financial improvements, and operational success.
- Hold a formal **progress update meeting with city officials**, presenting achievements and future vision.
- Adjust and refine strategies based on audience feedback and financial performance.

Summary of Milestones

Phase	Key Focus Areas	Major Deliverables
30 Days	Assessment, Transition, and Initial Engagement	- Operational Audit & Staff Review - Initial Community Outreach & Town Hall - Marketing Relaunch & PR Push - Programming Review & Quick Wins
90 Days	Audience Growth, Programming Expansion, and Revenue Development	- Digital Marketing & Email Growth Strategy - Expanded Show Lineup & Special Events - Ticketing & Pricing Optimization - Fundraising Gala & Sponsorship Kickoff
120 Days	Financial Optimization & Long-Term Growth Planning	- Sustainable Revenue Models Implemented - Enhanced Venue Rental & Subscription Programs - Critical Venue Upgrades Initiated - Formal Performance Review & Future Roadmap

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This plan ensures **Sunrise Theater** achieves **operational stability, audience expansion, and financial sustainability** while enhancing its reputation as a premier cultural destination.

Proposer Experience and Relevant History

Boca Black Box has a well-established track record in successfully managing entertainment venues, executing strategic marketing initiatives, and optimizing event operations. Our experience in running multiple theaters simultaneously demonstrates our capability to efficiently manage the Sunrise Theater while enhancing its profitability and audience reach.

Multi-Venue Management Experience

We have successfully managed multiple venues, a model similar to how we would operate the Sunrise Theater:

- **Boca Black Box (Ongoing):** A premier entertainment venue in South Florida, consistently delivering top-tier performances and fostering audience growth.
- **Lake Park Black Box (3 Years):** Managed all aspects of operations, programming, and marketing to establish a strong entertainment presence.
- **Town Hall Event Center (5 Years):** Oversaw venue rentals, developed marketing strategies, designed seating charts, implemented pricing plans, and facilitated sell-out performances.

Previous Venue Management Experience

Prior to our focus on Boca Black Box, we managed additional prestigious venues:

- **Coral Springs Center for the Arts (5 Years):** Successfully booked and marketed performances until COVID-19 impacted audience return, leading us to concentrate on Boca Black Box.
- **Aventura Center for the Arts (5 Years):** Managed all aspects of programming, marketing, and audience engagement before redirecting efforts post-pandemic.
- **Mardi Gras Casino (5 Years):** Secured and booked entertainment, including comedy shows, to expand seating capacity and event offerings.

Strategic Expansion & Cost Efficiency

Our extensive multi-venue experience allows us to leverage strategic programming by cross-booking entertainment across multiple locations, increasing efficiency and reducing costs. By incorporating Sunrise Theater into our network, we can:

- Expand seating availability and ticket sales, with the ability to sell 3,000 tickets across four venues in a single evening.
- Optimize talent scheduling and pricing strategies to maximize revenue while maintaining high-quality entertainment.
- Implement proven marketing strategies, seating configurations, and pricing structures tailored to the Sunrise Theater’s audience.

Our team’s expertise in venue management, event programming, and marketing positions us uniquely to enhance the Sunrise Theater’s operations, ensuring long-term growth and success.

Relevant Licenses and Certifications

State of Florida Liquor License

Please let us know if there are any other required licenses/certifications

Key Team Members and Qualifications

Our team is led by experienced professionals who have been instrumental in our success, bringing a deep commitment to excellence in theater management and entertainment programming.

Randy Singer
Owner
Founder of Boca Black Box, Randy established the venue a decade ago and has since transformed it into one of South Florida's premier entertainment destinations. Under his leadership, the venue consistently attracts top-tier talent and delivers high-quality performances.

Hannah Dickinson
General Manager
With three years of dedicated service, Hannah oversees all aspects of venue operations, including artist coordination, agent and rental negotiations, customer relations, and staff management. Her attention to detail ensures seamless event execution and exceptional audience experiences.

Brittnee McGrath
Marketing Manager & Group Sales
Brittnee has been a key member of our team for three years, managing marketing initiatives, group sales, customer engagement, and financial administration. She also oversees social media strategy, website maintenance, and brand development, driving audience growth and community engagement.

Together, our leadership team brings a wealth of industry expertise, operational excellence, and a passion for delivering outstanding entertainment. We are committed to fostering a vibrant, community-focused atmosphere that sets our venue apart.

Company History

Boca Black Box is a premier provider of venue management and event programming services, boasting a decade of experience in delivering exceptional entertainment to diverse audiences. Located in Boca Raton, our 299-seat venue has become a cultural landmark in South Florida. Last year alone, we achieved 2.2 million in sales, and we're projected to reach 3 million for the 2024/2025 season. Boca Black Box is renowned for hosting a wide range of performances, including comedy shows, concerts, magic, and more.

Our mission is to bring joy and enrichment to our community through high-quality entertainment. Our motto, "We sell happiness," embodies our deep commitment to this goal. It stems from our belief that even if someone is having the worst day, they can come to see a show, escape their worries for 90 minutes, and either laugh until their stomach hurts, dance the night away, or be amazed by the talent on stage. Our customers are always our top priority, and we strive to make every visit to Boca Black Box a memorable and uplifting experience.

Over the years, we have built a loyal and diverse audience by consistently offering high-quality performances and events that resonate with people of all ages and backgrounds. Our success is largely attributed to our dedicated team of highly qualified professionals who bring extensive experience in venue management, marketing, finance, and event production. As a small business that puts on over 300 shows a year, and only holds up to 299 guests we pride ourselves on our personal touch, ensuring that every performer, attendee, and partner leaves our venue happy. Our approach emphasizes efficiency, innovation, and a strong commitment to community engagement, guaranteeing that every event we host is a memorable experience for all involved.

Capabilities and Resources

The **Sunrise Theater** is more than just a venue—it is a cultural cornerstone of the local community, a gathering place where audiences experience the magic of live performances. We recognize the significance of this project and are committed to **enhancing operational efficiency, elevating the quality and diversity of programming, and ensuring financial sustainability.** Our approach is designed to achieve these objectives while **preserving the theater's rich history and unique character.**

Our Strategic Approach

- **Targeted Marketing & Community Outreach:**
  We will implement a **multi-channel marketing strategy** to boost awareness and attendance, leveraging **digital marketing, social media campaigns, and strategic partnerships** with local media and businesses to maximize exposure.
- **Proven Fundraising & Sponsorship Initiatives:**
  We will cultivate partnerships with **local businesses, philanthropists, and community organizations** to drive fundraising efforts that support the theater's long-term success. Through **corporate sponsorships, naming rights, and special fundraising events**, we will establish a strong financial foundation for the venue.
- **Seamless Ticketing & Customer Experience Enhancements:**
  We will introduce a **state-of-the-art ticketing system** with **online and mobile purchasing options, streamlined box office operations, and superior customer service**, ensuring a seamless experience for every patron.
- **Diverse & High-Quality Programming:**
  Our team will curate a **dynamic, well-balanced event schedule** featuring a mix of **renowned performers, emerging talent, theatrical productions, and community-based events.** We will ensure programming remains fresh, diverse, and aligned with the preferences of the local audience.

Why Boca Black Box is the Ideal Partner

Boca Black Box brings **extensive expertise in venue management, audience development, and event production**, making us uniquely qualified to lead the transformation of the **Sunrise Theater.**

- **Proven Success in Managing Multiple Venues** – We have successfully operated **Boca Black Box, Lake Park Black Box, and Town Hall Event Center**, demonstrating our ability to **manage multiple entertainment spaces efficiently and profitably.**
- **Strong Financial & Operational Management** – We have a history of **maximizing revenue streams while optimizing costs,** ensuring financial sustainability for the venues we oversee.
- **Deep Community Engagement** – We prioritize **local partnerships, community-based programming, and audience engagement initiatives** to keep venues thriving as cultural hubs.
- **A Track Record of Revitalization** – We have transformed underperforming venues into **successful, in-demand entertainment destinations** by enhancing operations, curating top-tier programming, and implementing innovative marketing strategies.

Our **collaborative, community-first approach** ensures that the Sunrise Theater remains a **vibrant and financially sustainable** part of Fort Pierce's cultural landscape. We look forward to the opportunity to bring our expertise, passion, and innovative strategies to this historic venue.

Financial Audit

Financial Performance Overview

2023 Financial Summary:

- **Tickets Sold:** 49,000
- **Revenue:** $2.2 million
- **Total Shows:** 900+
- **Bar Sales Growth:** 30% year-over-year increase

2024 Financial Summary (Projected & Ongoing Performance):

- **Tickets Sold:** 56,331
- **Revenue:** $3 million
- **Total Shows:** 1,000+
- **Bar Sales Growth:** 30% year-over-year increase

2025 Financial Projection:

- **Projected Revenue:** $4 million
- **Projected Growth Rate:** 30% increase in ticket sales and overall revenue
- **Continued 30% Year-over-Year Growth in Bar Sales**

Key Business Strengths & Strategic Advantages

Strong Relationships with Acts and Agents

- **Low Deposit Agreements:** 80% of shows secured with little to no deposits due to long-standing relationships with acts and booking agents.
- **Extensive Network:** Over 500 acts available within the $750-$1,500 price range, optimizing cost efficiency and variety in programming.

High Retention of Venue Renters

- **Consistent Venue Partnerships:** 90% of theater renters are consecutive annual clients, ensuring reliable and recurring revenue.
- **Strategic Dealer Relationships:** Strong engagement with dealers and promoters, reinforcing sustained rental commitments.

Management & Operational Strategy

- **Revenue Optimization:** Leveraging industry relationships to minimize upfront costs while maximizing ticket sales and bar revenue.
- **Event Programming Efficiency:** Curating high-value, cost-effective acts to maintain a strong, diverse lineup tailored to audience demand.
- **Theater Growth & Market Expansion:** Implementing proven sales strategies to increase attendance, enhance customer experience, and boost profitability.

Proposal for Theater Management

Given the consistent financial growth and our extensive network of talent and industry partners, we propose to extend our expertise in managing another theater venue. Our track record of revenue expansion, cost-effective show acquisitions, and long-term client retention positions us as the ideal choice for sustainable growth and enhanced profitability.

We look forward to the opportunity to bring our successful strategies to a new venue, ensuring its long-term financial success and audience engagement.

Litigation History

Boca Black Box is not currently involved in any litigation, nor have we been involved in any litigation related to the provision of services for other jurisdictions, venues, or organizations within the past four years.

Criminal History Statement

Boca Black Box and its key personnel have no history of criminal activity and have never been involved in any criminal proceedings.

References

To further attest to our ability to maintain the high level of service desired, please find below references from industry professionals who can speak to our expertise in venue management, talent booking, and ticketing operations:

1. **Brooks Wilkerson**
   Client Success Manager
   Showare Ticketing
   Brooks.Wilkerson@accesso.com
2. **Jackie Howard**
   Talent Booker
   Jac-Ron Enterprises, Inc.
   jacronent@yahoo.com
3. **Roger Paul**
   Talent Booker
   Roger Paul Inc.
   rogerpaul@rogerpaulinc.com

These individuals have worked closely with us and can provide insight into our operational capabilities, professionalism, and commitment to delivering exceptional entertainment experiences.

Timeline for Implementing Scope of Services

Boca Black Box is committed to a structured and results-driven approach to managing the Sunrise Theater. During the initial **12-month period**, we will focus on key objectives that lay the foundation for long-term success.

Phase 1: Initial Assessment & Strategic Planning (Months 1-3)

1. **Comprehensive Assessment:**
    - Evaluate current operations, financial performance, audience demographics, and programming history.
    - Identify areas for improvement and growth opportunities.
2. **Community Engagement:**
    - Host town hall meetings and forums to gather feedback from residents, businesses, and stakeholders.
    - Develop programming and operational strategies that reflect community needs.
3. **Operational Transition & Integration:**
    - Implement venue management best practices to streamline scheduling, staffing, and technology adoption.
    - Ensure a seamless transition with minimal disruption to existing operations.

Phase 2: Programming & Audience Development (Months 4-6)

4. **Diverse Entertainment & Event Curation:**
    - Develop a well-balanced lineup of performances, including mainstream acts, emerging talent, and community-driven productions.
    - Introduce special events such as film screenings, educational workshops, and local artist showcases.
5. **Marketing & Branding Strategy:**
    - Launch a multi-channel promotional campaign, leveraging digital marketing, social media, and partnerships with local media.
    - Build brand recognition and expand audience reach.
6. **Operational Efficiencies & Cost Optimization:**
    - Implement cost-effective staffing models and resource allocation.
    - Utilize advanced ticketing and concession systems to improve revenue streams.

Phase 3: Financial Growth & Sustainability (Months 7-12)

7. **Revenue Diversification & Sponsorship Development:**
    - Identify and secure corporate sponsorships, naming rights, and strategic partnerships.
    - Develop new revenue streams, such as merchandise sales and venue rentals.
8. **Cross-Venue Entertainment Strategy:**
    - Leverage Boca Black Box and Sunrise Theater to optimize artist scheduling and reduce entertainment costs.
    - Offer expanded seating capacity and sell 3,000 tickets across multiple venues in a single evening.
9. **Performance Review & Future Planning:**
    - Assess progress and key performance metrics.
    - Meet with city officials to present findings, successes, and future expansion plans.

Long-Term Vision for the Sunrise Theater

At the conclusion of the 12-month period, Boca Black Box will present a detailed report outlining our achievements, community impact, and financial performance. Our long-term vision is to establish the Sunrise Theater as a **thriving cultural hub** that attracts top-tier talent and serves as a dynamic entertainment destination.

Future Goals & Enhancements

- **Expansion of Programming:**
  - Introduce new genres, formats, and community-driven initiatives such as educational programs and artist collaborations.
  - Launch themed events and special series reflecting the cultural diversity of Fort Pierce.
- **Investment in Infrastructure:**
  - Collaborate with city officials on capital improvements, including sound and lighting enhancements, seating upgrades, and backstage facility improvements.
  - Preserve the theater's historical charm while modernizing its functionality.
- **Community Outreach & Accessibility:**
  - Offer discounted tickets for low-income families, senior programming, and youth engagement initiatives.
  - Create flexible membership options to encourage community participation.
- **Partnerships & Sponsorships:**
  - Actively seek sponsorships, rentals, and collaborations to enhance the theater's influence and financial sustainability.
  - Explore opportunities for corporate events, weddings, and content creation partnerships to maximize venue utilization.

Our goal is to **ensure that the Sunrise Theater thrives as a cultural and economic asset for Fort Pierce**, fostering community engagement while maintaining financial sustainability. We are confident that our expertise, combined with our commitment to excellence, will position the theater for long-term success.

Closing

At **Boca Black Box**, we are deeply committed to working in **partnership with city officials and community stakeholders** to bring this vision to life. Our approach prioritizes **collaboration and inclusivity**, ensuring that every decision we make reflects the needs and aspirations of the community we serve.

Through **expanded programming, infrastructure enhancements, and strengthened community engagement**, we aim to transform the **Sunrise Theater** into a **thriving cultural hub** that provides exceptional entertainment experiences while fostering a deeper connection with the residents of Fort Pierce.

We are excited about the potential of this partnership and the opportunity to contribute to the theater's long-term success. Please feel free to reach out at any time should you have any questions, require additional information, or wish to discuss our proposal further.

Thank you for your time and consideration. We look forward to the possibility of working together to ensure the **Sunrise Theater** continues to shine as a **beacon of cultural excellence** for years to come.

Sincerely,
Randy Singer
Managing Partner
Boca Black Box

Prepared for:

Purchasing Manager: Gelencia Carter
Agency: City of Fort Pierce
RFP NO: 2025-017-0-2025/GC
Email: gcarter@cityoffortpierce.com

Created by:

Ednel Saint Jean, CEO
Emprise Partners LLC
Email: e.saintjean@emprise-partners.com
Phone: 561.660.0660
CAGE: 9V3J1
UEI: VA4LAHDJT2R3

Ft. Pierce Sunrise Theatre
Submitted: 03/27/2025
Due: 03/27, 3p EDT

Dear **Gelencia Carter**,

I am writing to express Emprise Partners LLC's enthusiastic interest in the solicitation for the Ft. Pierce Sunrise Theatre Operations Concession (RFP #2025-017), recently issued by the City of Fort Pierce. As a locally-rooted, minority-owned firm with deep connections to the community and a proven track record in delivering high-quality solutions, Emprise Partners is uniquely positioned to revitalize and maximize the potential of the historic Sunrise Theatre.

With extensive experience in event programming, and operational efficiency, we are well prepared to provide exceptional value to the City of Fort Pierce. Emprise Partners strategy is designed to enhance the Theatre's financial sustainability, expand its community engagement, and ensure its continued role as a cultural cornerstone of Fort Pierce.

Enclosed with this letter is Emprise Partners comprehensive proposal, which includes:

- A detailed outline of our strategy, vision and operational plan for the Sunrise Theatre.
- An understanding of the requirements and objectives outlined in the RFP.
- All required forms, including public entity crimes affidavit and affidavit regarding the use of coercion for labor or services.
- A proposed compensation model that aligns with the City's goal of a shared risk and shared reward approach.

We are committed to delivering programming that celebrates the unique culture of Fort Pierce while maximizing attendance and profitability. Emprise Partners extensive experience in event marketing, financial management, and customer relations positions us as the ideal partner for this initiative.

We are thrilled about the opportunity to contribute to the next chapter of the Sunrise Theatre's history. If you have any questions or require further information, please contact us at:

800.254.0658
info@emprise-partners.com

Sincerely,
Ednel Saint Jean
CEO, Emprise Partners LLC

Vision for the Sunrise Theatre

Emprise Partners LLC seeks to restore and elevate the Sunrise Theatre into a year round cultural engine; a place where Fort Pierce gathers to be inspired, to celebrate, and to connect. A venue that honors its historic roots while embracing the future: with cutting-edge technology, dynamic programming, unforgettable private events, and diverse performances that reflect the soul of our city.

We see a future where Sunrise Theatre is more than a name; it's a symbol. Of economic growth. Of job creation. Of local partnerships. Of cultural pride.

Where mornings are for business seminars in the Black Box theatre, afternoons for student field trips and rehearsals, and nights for unforgettable performances that fill restaurants, bars, and sidewalks with life.

We imagine a theatre where weddings are booked out a year in advance, where artists find a stage to rise, where local nonprofits host fundraisers under historic lights, and where every event leaves guests saying, "I can't wait to come back."

We believe this transformation is not only possible - it's inevitable, with the right steward. A steward that honors the past, activates the present, and builds for the future.

We are not bidding just to operate The Sunrise Theatre.

We have a plan to revitalize a historic asset by driving community impact, artistic excellence, and long-term profitability.

Emprise
PARTNERS

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1.0 – Transition Plan (30/90/120 Days)

1.1 – 30-Day Plan: Foundation and Launch Preparation

Objectives:

Over the first 30 days, the goal is to ensure a seamless transition from City management by establishing full operational responsibility, aligning with key stakeholders, and building trust through early engagement. We will activate foundational infrastructure for staffing, marketing, IT systems, and financial processes, while initiating our first wave of programming and brand activation. Through strategic outreach to city officials, local businesses, and the broader Fort Pierce community, we aim to position the Sunrise Theatre for early success and long-term growth.

Key Actions:

- ➢ Stakeholder Engagement & Public Relations
    - Meet with City Officials: FPRA, City Manager, Economic Development, Tourism, and Parks leadership.
    - Host a focus group with Main Street orgs, downtown business owners, arts/culture leaders, churches, musicians, and planners.
    - Public Open House and Listening Session.
    - Schedule media coverage and communicate the transition publicly.
    - Share vision and gather stakeholder feedback.

- ➢ Facility Readiness
    - Conduct full facility walkthrough for immediate maintenance needs.
    - Launch preventive maintenance schedule (HVAC, lighting, safety systems).
    - Review unfinished capital improvements and branding alignment (aesthetic touchpoints).
    - Prepare front-of-house, backstage, and Black Box for optimal visual and functional readiness.

- ➢ Organizational Infrastructure & Staffing
    - Onboard leadership and essential staff (ops, marketing, events, tech).
    - Transition current City staff willing to join the new team.
    - Roll out HR processes: onboarding, payroll, retention policies.
    - Draft key SOPs (operations, safety, customer service).
    - Train staff on brand, culture, and performance expectations.

- ➢ Technology & Ticketing

- Audit and/or launch IT systems: CRM, POS, online ticketing.
- Ensure cybersecurity compliance.
- Implement analytics for ticket sales, web traffic, and marketing ROI.
- Begin new website build (SEO, UX/UI, brand-integrated).
- Evaluate current ticket platform for app/online sales; offer early-bird discounts and track engagement.

➢ Event & Program Management
- Audit all booked events and connect with talent/organizers.
- Confirm or redirect existing marketing campaigns.
- Schedule next 90-day programming and logistics.
- Target new bookings for weddings, private rentals, and community events.
- Optimize use of all rentable spaces.

➢ Marketing & Brand Activation
- Execute a theater relaunch campaign: social media blitz, email newsletter.
- Host a private event or open house for promoters/talent managers.
- Run geo-targeted ads and influencer marketing.
- Coordinate all outreach with the City's Communications Team.
- Activate cross-promotions with local businesses.

1.2 – <u>90-Day Plan: Operational Optimization & Revenue Strategy</u>

Objectives:

Building on the foundation set in the first 30 days, our 90-day strategy focuses on activating full-scale operations while deepening relationships with city officials, community stakeholders, and partners. We will enhance facility functionality, optimize ticketing and technology systems, and strategically expand programming to drive revenue. Through integrated marketing, sponsorship development, and community-focused events, we aim to solidify the Sunrise Theatre's presence as a premier cultural and economic driver in Fort Pierce.

Key Actions:

➢ Stakeholder Engagement & City Partnerships
- Conduct monthly check-ins with City of Fort Pierce officials and FPRA.
- Share financial performance, event outcomes, and community feedback.
- Participate in City Council meetings and public forums.
- Explore long-term funding support, capital improvement needs, and city-backed grant opportunities.

➢ Community & Economic Development Integration

- Host community-focused events including educational programs and cultural festivals.
- Strengthen local business partnerships with cross-promotions (restaurants, hotels, attractions).
- Offer community incentives (e.g., city employee/first responder discounts).
- Meet with state-level cultural orgs and tourism partners to align with Florida's economic development goals.
- Launch a community newsletter with updates and behind-the-scenes content.

➢ Facility Enhancements & Guest Experience
- Execute improvements identified in the 30-day audit (lighting, seating, signage, concessions).
- Address customer flow and operational efficiency in high-traffic areas.
- Evaluate and plan for prep kitchen or food service expansion.
- Optimize bar and concessions menus; finalize vendor contracts.

➢ Organizational Development & Staffing
- Conduct team-wide customer service and brand training.
- Establish employee recognition and retention programs.
- Facilitate team-building activities to strengthen internal culture.
- Finalize and audit all SOPs, HR policies, and safety protocols.

➢ Technology & Ticketing Optimization
- Finalize CRM and ticketing system integration.
- Personalize customer journeys with automated follow-ups and segmentation.
- Enhance user experience with features like loyalty rewards, flash sales, and social sharing tools.
- Collect and analyze customer feedback to continuously improve.

➢ Programming & Event Expansion
- Host and evaluate the first full run of events.
- Expand offerings to include workshops, rentals, and community series.
- Schedule rolling calendar updates based on market demand and stakeholder feedback.
- Launch booking outreach to new promoters, corporate clients, and local artists.

➢ Marketing, Sponsorships & Brand Growth
- Finalize and launch the website with integrated SEO and analytics.
- Execute multichannel digital campaigns (retargeting, email, influencer, etc.).

- Initiate naming rights conversations (preserving “Sunrise Theatre” as required).
- Leverage user-generated content, testimonials, and content marketing (blogs, vlogs, video recaps).
- Evaluate and or develop loyalty programs and VIP access packages to increase repeat visits.

1.3 – <u>120 Day Plan: Growth, Expansion, and Sustainability</u>

Objectives:

By day 120, the focus will be on sustaining momentum, scaling programming, and positioning the Sunrise Theatre as a premier cultural hub in Fort Pierce and the wider region. We will deepen public-private partnerships, secure new sponsorship and funding opportunities, and begin long-term strategic planning. Operational systems will mature, event programming will diversify, and our marketing efforts will broaden to reach regional and national audiences. The goal is to fully transition from launch to growth mode while strengthening the Sunrise Theatre’s financial and cultural foundation.

Key Actions:

➢ Strategic Partnerships & City Alignment
- Host a Stakeholder Summit with city officials, community leaders, and business partners.
- Present impact data: revenue, attendance, community engagement.
- Align the Sunrise Theatre’s vision with Fort Pierce’s long-term economic development strategy.
- Explore public-private funding partnerships and city support for capital upgrades.
- Begin drafting a City-Theatre Strategic Partnership Plan with FPRA and key departments.

➢ Facility Enhancements & Sustainability
- Initiate large-scale upgrades (seating, tech installations, concessions improvements).
- Evaluate kitchen/prep space integration for event rentals and catering expansion.
- Begin implementing sustainability initiatives (energy-efficient lighting, waste programs).
- Optimize facility layout for enhanced guest comfort and operational flow.

➢ Technology, Ticketing & Customer Experience
- Launch a dedicated mobile app for event listings, ticketing, and loyalty programs.
- Integrate AI-powered analytics and marketing tools for personalized engagement.

- Roll out customer loyalty features (VIP access, rewards, birthday perks).
- Explore hybrid event capabilities and virtual programming integration.
- Introduce AI chatbots to support ticketing, FAQs, and guest services.

➢ Organizational Growth & Leadership Development
- Expand team capacity to support increased programming volume and complexity.
- Create a leadership development program for high-performing staff.
- Conduct quarterly policy audits; update SOPs with lessons learned.
- Enhance protocols for large-scale events, touring acts, and security.

➢ Program Expansion & Revenue Diversification
- Launch signature events (VIP galas, themed festivals, annual community showcases).
- Secure partnerships with national/international talent and production companies.
- Develop recurring programs to build audience consistency and loyalty.
- Explore new revenue streams:
  - Digital content and streaming
  - Membership and subscription models
  - Branded merchandise
- Submit the first quarterly report to City/FPRA with financials, metrics, and outcomes.

➢ Advanced Marketing & Brand Amplification
- Expand marketing reach to regional and national audiences.
- Launch integrated campaigns (traditional, digital, PR, co-branding).
- Collaborate with tourism boards and local economic councils.
- Leverage performance data for continuous optimization of campaigns.
- Amplify visibility through co-branded partnerships and ambassador programs.
- Use audience insights to segment messaging and boost ROI.
- Access website performance and make necessary adjustments

Success Metrics & Key Performance Indicators (KPIs)

Emprise Partners approach to managing the Sunrise Theatre is rooted in clear performance outcomes, data-driven decisions, and community impact. The following success metrics have been carefully developed to reflect the scope of our 30/90/120-day operational plan and our broader goals for revenue generation, community engagement, and brand growth.

These KPIs are designed to be both ambitious and attainable, representing benchmarks we expect to meet or exceed by Day 120 of the transition. Emprise Partners will track progress weekly and provide performance reports to City officials and FPRA leadership to ensure transparency and accountability.

Performance Reporting:

Emprise Partners will provide the City and FPRA with detailed monthly reports covering:

- ➢ Financial performance (revenue vs. budget)
- ➢ Attendance and ticketing data
- ➢ Customer satisfaction insights
- ➢ Marketing performance metrics (reach, engagement, ROI)
- ➢ Community impact data (number and type of events hosted)

By anchoring the operations set forth in measurable outcomes, we are not only ensuring the theater's sustainability—we are creating a culture of performance, accountability, and community-first success.

2.0 – Implementation Timeline

To ensure a structured and efficient transition of the Fort Pierce Sunrise Theatre, we have developed a phased implementation timeline that aligns with the City's 30/90/120-day transition plan. This timeline outlines key milestones, deliverables, and dependencies for bringing each component of the Scope of Services online in a systematic and effective manner.

2.1 – Phase 1: Transition & Initial Setup (Days 1-30)

Objective: Establish operational responsibility, assess facility conditions, onboard key personnel, and initiate the marketing and programming setup.

Week 1: Facility Handover & Initial Assessments

- ➢ Conduct facility walkthrough with City representatives and finalize the transfer of keys, security codes, and IT access.
- ➢ Review existing capital improvements, maintenance records, and pending facility upgrades.
- ➢ Initiate urgent repairs and maintenance related to HVAC, plumbing, and electrical systems.
- ➢ Implement janitorial and waste management services per City guidelines.

Week 2: Staffing, Programming, & Ticketing Setup

- ➢ Hire and onboard key personnel, including Operations Director, Marketing Manager, Box

Office Staff, and Security Personnel.
- ➢ Conduct staff orientation and training on operational protocols, customer service, and emergency response procedures.
- ➢ Finalize digital ticketing system selection, including integration with website and mobile sales channels.
- ➢ Develop an initial event calendar and begin promoter outreach.

Week 3: Marketing & Community Engagement

- ➢ Launch the "Sunrise Theatre Relaunch" marketing campaign.
- ➢ Establish partnerships with local media, arts organizations, and community groups.
- ➢ Develop the official Sunrise theatre website, email marketing campaigns, and social media content strategy.
- ➢ Begin outreach for sponsorship and advertising opportunities.

Week 4: Security, Financial, & F&B Setup

- ➢ Implement security upgrades, including staff training, emergency response planning, and crowd management protocols.
- ➢ Transition financial management, establish revenue tracking, accounting software, and auditing processes.
- ➢ Finalize liquor license renewal and food & beverage vendor contracts.

2.2 – Phase 2: Full Operational Rollout & Revenue Growth (Days 31-90)

Objective: Launch full-scale operations, execute programming, and optimize revenue streams.

Month 2 (Weeks 5-8): Event Readiness & Audience Expansion

- ➢ Execute the first live event to test operational efficiency.
- ➢ Collect customer feedback and implement service improvements.
- ➢ Fully integrate online ticketing, seating management, and VIP packages.
- ➢ Introduce loyalty membership programs and expand ticketing options.

Month 3 (Weeks 9-12): Facility Optimization & Marketing Expansion

- ➢ Assess and refine event logistics, setup, and teardown processes.
- ➢ Implement a structured preventative maintenance schedule.
- ➢ Launch regional advertising campaigns and expand corporate sponsorships.
- ➢ Establish discount and referral programs to boost attendance.

2.3 – Phase 3: Full-Scale Growth & Optimization (Days 91-120)

Objective: Solidify financial sustainability, expand programming, and increase community engagement.

Month 4 (Weeks 13-16): Revenue Growth & Performance Optimization

- ➢ Optimize bar and food sales with premium offerings and upsell strategies.
- ➢ Develop seasonal programming schedules and touring act partnerships.
- ➢ Conduct financial analysis and adjust ticket pricing strategy.

Month 5 (Weeks 17-20): Community Outreach & Venue Expansion

- ➢ Host educational workshops and community engagement programs.
- ➢ Increase private event bookings for weddings, corporate events, and social gatherings.
- ➢ Implement an ongoing customer engagement program.

2.4 – Phase 4: Long-Term Sustainability (Days 121+)

Objective: Achieve long-term operational stability, increase venue profitability, and establish the theatre as a premier entertainment destination.

- ➢ Develop and execute a multi-year capital improvement plan.
- ➢ Expand merchandising, sponsorships, and grant opportunities.
- ➢ Introduce sustainability initiatives such as LED lighting and energy-efficient systems.
- ➢ Continue quarterly performance reviews and audience growth strategies.

3.0 – Operational Capabilities & Resource Allocation

Emprise Partners LLC has assembled a highly qualified leadership team and strategic partnerships to ensure a seamless transition and effective management of the Sunrise Theatre. The team includes:

- ➢ Ednel Saint Jean (CEO) – Providing overall strategic leadership and financial oversight.
- ➢ Johanne Norzelus (Managing Partner) – Overseeing operations and business development.
- ➢ Sandy Jean-Louis (Strategic Partnerships & Events Consultant) - Drives bookings, develop signature events
- ➢ Susan Hunt (Events Coordinator) – Managing logistics, scheduling, and client relations for all events.
- ➢ Jill Gleichman (Public Relations) – Handling communications, media relations, and branding.
- ➢ Inherited Positions:
    - Executive Director – Managing day-to-day Sunrise theatre operations and strategic direction.
    - Marketing Manager – Driving ticket sales, community engagement, and sponsorships.
    - Technical Director – Ensuring top-tier production quality and technical oversight.

This structure allows us to handle most core services in-house, while partnering with specialized local third-party vendors for non-core functions such as janitorial, security, HVAC, lighting, and specialized maintenance. We have obtained Letters of Intent from third-party vendors we intend to use.

3.1 – Facility Management & Maintenance

We will assume direct responsibility for overseeing routine maintenance while contracting with specialized local vendors for major repairs and upgrades.

In-House Responsibilities:

- ➢ The Maintenance Director will oversee all day-to-day facility upkeep, ensuring compliance with safety codes.
- ➢ The Technical Director will manage lighting, sound, and stage equipment maintenance.
- ➢ Operations team will ensure routine cleaning and solid waste removal.

Local Third-Party Partnerships:

- ➢ Local Janitorial Services Provider – Handling daily cleaning and event sanitation.
- ➢ Local Security Services – Providing venue security and crowd management.
- ➢ Licensed Local HVAC Contractors – Managing climate control systems.
- ➢ Local Lighting & Technical Support Vendors – Assisting with high-end production needs.
- ➢ Local Plumbing & Facility Repair Contractors – Ensuring the integrity of infrastructure.

3.2 – Staffing & Human Resources

We have built a staffing model built on retaining existing expertise while optimizing new hires for efficiency.

In-House Staff:

- ➢ Executive Director – Leading daily operations.
- ➢ Marketing Manager – Promoting events and engaging audiences.
- ➢ Technical Director – Managing Sunrise theatre production and technical operations.
- ➢ Maintenance Director (potential hire) – Handling long-term facility upkeep.
- ➢ Operations & Finance Team (led by Managing Partner) – Overseeing financial management, legal compliance, and HR.
- ➢ Public Relations (Jill Gleichman) – Managing communications and external branding.
- ➢ Events Coordination (Susan Hunt) – Handling private bookings, artist relations, and vendor negotiations.
- ➢ Strategic Partnerships & Event Consultant (Sandy Jean-Louis) – Driving private event growth, securing strategic partnerships, and expanding venue rental revenue through community and business engagement.

3.3 – Technical & Production Capabilities

We will leverage existing Sunrise theatre staff while integrating additional enhancements.

In-House Capabilities:

- ➢ Technical Director – Managing lighting, sound, and stage setup.

Local Third-Party Support:

- ➢ Local Specialized AV & Stage Equipment Vendors – For equipment upgrades and maintenance.
- ➢ Local Production Team – Ensuring event execution and equipment handling.
- ➢ Local Lighting & Rigging Experts – To enhance production value.
- ➢ Local Livestream & Digital Production Partners – To expand virtual audience reach.

3.4 – Programming & Event Management

Emprise Partners will handle event booking and execution internally, ensuring diverse and high-quality programming.

In-House Responsibilities:

- ➢ Strategic Partnerships & Event Consultant (Sandy Jean-Louis) – Cultivating corporate and community partnerships, driving private event growth, and advising on new event concepts and sponsorship opportunities to expand the theatre's reach and revenue.
- ➢ Events Coordinator (Susan Hunt) – Booking, scheduling, and coordinating logistics.
- ➢ Public Relations (Jill Gliechman) – Marketing and community outreach.
- ➢ Marketing Manager – Overseeing promotions and sponsorship acquisition.

Local Third-Party Partnerships:

- ➢ Local Ticketing Platform Provider – Implementing an industry-leading ticketing system.
- ➢ Local Catering & Hospitality Vendors – For special event support.
- ➢ Local Artists & Cultural Groups – Expanding community engagement.

3.5 – Revenue Generation & Financial Management

The financial model below ensures long-term sustainability by maximizing revenue streams.

In-House Oversight:

- ➢ CEO & Managing Partner – Overseeing revenue and financial planning.
- ➢ Marketing Manager – Implementing sponsorship and advertising programs.

Revenue Streams:

- ➢ Base Compensation + Profit-Sharing Model – Aligning incentives with performance.
- ➢ Sponsorships & Naming Rights – Securing corporate partnerships.
- ➢ Venue Rentals & Private Events – Increasing non-ticket revenue.

- ➢ Concessions & Merchandising – Enhancing food, beverage, and souvenir sales.

Local Third-Party Partnerships:

- ➢ Local Accounting & Financial Auditors – Ensuring financial transparency.
- ➢ Local Fundraising Consultants – Assisting with grants and sponsorships.

3.6 – Subcontracting & Vendor Management

Emprise Partners will maintain a balance between internal expertise and external support to ensure cost efficiency and high service quality.

Local Third-Party Service Providers:

- ➢ Local Janitorial Services – Nightly and deep cleaning services.
- ➢ Local Security Firms – Ensuring event safety.
- ➢ Local HVAC, Electrical & Plumbing Contractors – Handling major repairs.
- ➢ Local Lighting & Stage Production Vendors – Ensuring top-quality performances.
- ➢ Local Concession & Catering Vendors – Enhancing food and beverage offerings.

Vendor Selection Strategy:

- ➢ Prioritize local businesses to support economic development.
- ➢ Use performance-based contracts for accountability.
- ➢ Evaluate cost-efficiency to maximize financial sustainability.

Emprise Partners Operational Capabilities & Resource Allocation Plan ensures:

- ➢ Efficient in-house leadership and operations management.
- ➢ Strategic use of local third-party partners to optimize costs.
- ➢ Expanded revenue opportunities through sponsorships and rentals.
- ➢ Enhanced community engagement and cultural programming.

With Letters of Intent secured for janitorial, security, HVAC, lighting, and other essential services—all from local businesses, Emprise Partners is well-prepared to successfully operate the Sunrise Theatre and drive its long-term growth and sustainability.

4.0 – Key Personnel & Qualifications

4.1 – Leadership Team Overview



Ednel Saint Jean is the President and CEO of Emprise Partners LLC, a minority-owned business. He has cultivated a remarkable leadership journey marked by strategic vision, community engagement, and operational excellence. Raised in Fort Pierce, Florida, Ednel was an active member of the Men of Tomorrow program, led by Dr. Perry, a member of Alpha Phi Alpha, from middle school through high school. This formative experience instilled in him the values of leadership, mentorship, and community service, laying the foundation for his lifelong commitment to making a positive impact. Ednel went on to graduate with his undergraduate degree from Valdosta State University, where he pledged Alpha Phi Alpha Fraternity, Inc.

Professional Experience and Leadership

Ednel leads strategic initiatives, business development, and operational management. Under his leadership, Emprise Partners has grown into a reputable firm with a focus on delivering excellence and driving impactful results.

Ednel brings over a decade of experience leading multimillion-dollar operations with a keen focus on operational efficiency, team performance, and customer experience. As the Senior Store Manager of a $95 million Walmart Supercenter in Orlando, FL, Ednel oversaw more than 400 employees and managed every facet of operations - from financial forecasting and budget control to merchandising strategy and community engagement (e.g., blood drives, holiday events, local fundraisers, pop up shops, vendor and job fairs). In a previous role, he served as a Senior Business Manager for Verizon, directing operations across 16 locations in Atlanta where his team sold to small and mid-sized businesses to drive regional growth.

Ednel continues to make a significant impact in his community as a board member and the Director of Operations for Guys with Ties. Guys with Ties is a philanthropist group dedicated to raising funds and awareness for local charities through themed events that inspire giving back to the community. As the Director of Operations and Board Member of Guys with Ties he helps facilitate putting together fundraising events to help raise money for local charities by securing sponsorships and gaining partnerships with local businesses. These high-volume, high-visibility roles demanded precision, leadership, and adaptability traits - Ednel now brings to the Sunrise Theatre. His ability to coordinate cross-functional teams, manage high traffic venues, and deliver consistent results under pressure will directly support the operational, programming, and customer service needs of the Sunrise Theatre.



Johanne Norzelus is the Managing Partner for Emprise Partners who has cultivated a distinguished career marked by strategic vision, operational excellence, and community engagement. Having lived in Fort Pierce for several years and attended Westwood High School. Johanne's connection to the Fort Pierce community fuels her passion for driving positive change and fostering cultural growth.

Professional Experience and Leadership

Johanne leads strategic planning, operational management, and business development initiatives. Her role involves driving revenue growth, enhancing operational efficiency, and fostering strategic partnerships. Johanne's leadership style is characterized by her commitment to innovation, team development, and community engagement, consistently delivering impactful results.

Johanne served as the Director of Sales and Marketing at Watermark Retirement Communities. In this role, she was responsible for strategic marketing initiatives, revenue generation, community relations, and brand positioning. Johanne successfully increased occupancy rates and revenue through targeted marketing campaigns, community outreach, and strategic partnerships. Her exceptional leadership and strategic vision led her team to achieve the highest growth within the company, earning her the Director of the Year Award for her outstanding performance and contribution to the organization's success. Her expertise in brand management, sales strategy, and community engagement directly translates to the operational needs of the Sunrise Theatre, particularly in enhancing programming visibility, increasing attendance, and maximizing revenue potential.

In addition to her role at Watermark, Johanne has held nearly a decade of Director of Nursing experience, where she managed a staff of over 50 employees, ensuring high standards of care, operational efficiency, and regulatory compliance. Her leadership in recruitment, workforce planning, and staff development contributed to a positive organizational culture and operational success. These experiences have honed her strategic vision, budget management, and team leadership skills, all of which are critical to the operational excellence required for the Sunrise Theatre.

Johanne continues to make a significant impact in her community through active involvement and leadership. Her experiences living in Fort Pierce, combined with her strategic and operational expertise, enable her to foster strong community partnerships and engage diverse audiences. Her passion for community development and cultural enrichment reflects her commitment to creating a positive impact in Fort Pierce.



Sandy Jean-Louis is the Strategic Partnerships & Event Consultant for Emprise Partners, bringing over five years of entrepreneurial success in the event and venue management industry. As the owner and operator of two thriving event spaces, Sandy has cultivated a reputation for excellence in client experience, operational oversight, and business development. Her deep understanding of the event lifecycle from concept to execution makes her an invaluable asset to the Sunrise Theatre's mission of cultural revitalization and community engagement.

Professional Experience and Leadership

Sandy's role centers on identifying and cultivating strategic partnerships, expanding venue rental revenue, and advising on innovative event concepts tailored to diverse audiences. She specializes in bridging community relationships with business opportunities, leveraging her entrepreneurial acumen to enhance programming depth and attract new clients to the theatre. With a pulse on market trends and an innate ability to create engaging experiences, Sandy plays a critical role in expanding the theatre's footprint within Fort Pierce and beyond.

As a self-made business owner, Sandy has independently managed all aspects of her venues including marketing, client relations, vendor negotiations, staffing, and financial planning successfully building two brands known for hosting baby showers, weddings, corporate events, and private parties. Her unique background equips her with practical, on-the-ground insight into what it takes to keep venues active, profitable, and relevant in competitive markets.

Her entrepreneurial journey also reflects her strong leadership, adaptability, and resilience. Sandy has cultivated long-standing client relationships and developed programming strategies that consistently generate high occupancy and repeat business. She brings this same level of dedication and innovation to the Sunrise Theatre, enhancing its appeal as both a cultural landmark and a premier event destination.

Sandy's work extends beyond transactional success; she is a community connector and experience curator. Her knowledge of vendor ecosystems, grassroots marketing, and customer service standards positions her to contribute meaningfully to audience growth, revenue diversification, and partner engagement.

Sandy Jean-Louis exemplifies the spirit of entrepreneurship and community partnership. Her ability to activate spaces, attract new audiences, and generate sustainable event-based income supports the Sunrise Theatre's operational vision and long-term cultural impact in Fort Pierce.

Susan Hunt is an experienced Marketing & Events Coordinator, who brings a wealth of experience in marketing, public relations, fundraising, and event management across both nonprofit and for-profit sectors. Her strategic vision, deep community ties, and proven ability to drive audience engagement and revenue growth make her an essential part of the Sunrise Theatre's leadership team. With a strong background in venue operations and a passion for cultural programming, Susan plays a pivotal role in revitalizing the theatre's presence and programming in Fort Pierce.

Professional Experience and Leadership

In her current role as Events Coordinator, Susan is responsible for managing all private bookings, coordinating logistics for performances and community events, and cultivating key vendor relationships. Her attention to detail and client-first approach ensure exceptional experiences for both patrons and partners. Susan's ability to seamlessly execute high-impact events is rooted in decades of experience leading marketing, tourism, and public engagement efforts throughout the Treasure Coast.

As the former Director of Marketing & Development at the Sunrise Theatre, Susan increased season memberships by 26% through targeted campaigns and innovative outreach strategies. She also secured significant sponsorships and expanded regional media coverage, positioning the theatre as a premier destination for live entertainment. Her familiarity with the venue, audience base, and community landscape gives her a unique advantage in helping lead the theatre into its next chapter.

Susan also served as the Director of Marketing & Public Relations for Youth Guidance Mentoring Academy, where she designed and executed events that contributed to a 15–20% budget increase and led a public relations campaign that doubled the organization's media exposure. At the Indian River County Chamber of Commerce, she advanced local tourism as Director of Tourism, driving an 11.3% increase in tourism revenue by building partnerships with hotels, attractions, and business leaders.

In the private sector, Susan made a major impact as the General Manager and Marketing Director for Vero Fashion Outlets, where her strategic marketing and operational leadership helped raise the property's valuation from $18.5 million to $38 million. Her campaigns successfully repositioned the brand, drove significant foot traffic, and strengthened retailer performance and NOI.

As a Freelance Marketing & Events Consultant, Susan has developed marketing strategies and planned events for a wide range of businesses and organizations, consistently achieving measurable results in brand awareness and revenue.

Susan's expertise spans strategic marketing, sponsorship development, fundraising, public relations, community outreach, and venue management. Her creative energy, extensive local

network, and hands-on leadership style contribute directly to the Sunrise Theatre's success in expanding programming, attracting premier events, and increasing sustainable revenue.

With her dynamic background and unwavering commitment to Fort Pierce's cultural growth, Susan Belgam Hunt continues to be a catalyst for progress, connection, and community impact through the power of live events.

Jill Gleichman is an experienced Public Relations & Community Engagement Lead who brings over 20 years of experience in strategic communications, media relations, and event planning. With a strong background in both corporate and nonprofit publicity, Jill plays a central role in shaping the public narrative and elevating the Sunrise Theatre's brand throughout the Fort Pierce region and beyond. Her blend of creativity, strategy, and community focus makes her an essential driver of engagement, visibility, and cultural connection.

Professional Experience and Leadership

Jill leads all aspects of public relations, community engagement, and promotional outreach for the Sunrise Theatre. She is responsible for developing integrated communications strategies that increase public awareness, foster stakeholder relationships, and drive audience attendance. Her deep expertise in storytelling, brand positioning, and strategic messaging ensures that the theatre's programming and mission are consistently communicated with clarity and impact.

Throughout her career, Jill has designed and executed successful publicity campaigns for high-profile organizations, including Scholastic Books, Cotton & Company, and Audubon of Martin County. She has managed national author tours, developed press kits and media collateral, and secured coverage across major media platforms. Her skill in media coordination and campaign development has resulted in increased exposure and audience engagement for a variety of brands and cultural initiatives.

Jill's professional scope also includes sponsorship cultivation and event coordination, having worked closely with community organizations and corporate partners to support mission-driven programs and fundraising initiatives. Her ability to bridge storytelling with sponsorship and outreach supports the Sunrise Theatre's growth strategy by enhancing donor relations and expanding the theatre's regional profile.

In addition to her communications background, Jill brings a unique perspective to data-driven marketing through her work in sentiment analysis and AI ethics, providing the Sunrise Theatre with innovative tools to better understand and connect with its audiences. Her forward-thinking approach allows the theatre to adapt to emerging trends while preserving the authenticity of its community-focused mission.

As the Public Relations & Community Engagement Lead, Jill Gleichman plays a vital role in strengthening media relationships, activating the theatre's community presence, and ensuring

that its story resonates across diverse platforms. Her work is central to building a loyal and engaged patron base, forging meaningful partnerships, and securing the Sunrise Theatre's place as a premier cultural destination in the heart of Fort Pierce.

5.0 – Company Experience and Qualifications

Emprise Partners LLC is a locally-rooted, minority-owned business with a mission to transform spaces into vibrant community hubs through strategic venue management, operational excellence, and innovative programming. Founded and led by Ednel Saint Jean, a seasoned leader with deep ties to Fort Pierce and a proven track record of strategic leadership, Emprise Partners is dedicated to revitalizing cultural landmarks and maximizing their potential for community engagement and financial sustainability.

Emprise Partners, brings a wealth of management, operational, and facility oversight experience from diverse industries, positioning us as a capable and innovative concessionaire for the Fort Pierce Sunrise Theatre. We have successfully secured and managed large-scale government contracts, demonstrating our ability to deliver high-quality services while adhering to public sector compliance and operational standards.

5.1 – Government Contracting Success & Facilities Management

Emprise Partners has demonstrated proven success in facility and service-based government contracts, currently managing:

- ➢ A four-year janitorial services contract in Ogden, Utah, where we oversee cleanliness, facility upkeep, and staff coordination for municipal spaces.
- ➢ A multi-award in which we were entrusted with managing contracts across several different states. This experience demonstrates our ability to coordinate, oversee subcontractors, and ensure consistent service quality across multiple locations.

These contracts reflect the company's capacity to manage complex operational logistics, maintain high service standards, and ensure regulatory compliance—skills directly transferable to Sunrise Theatre operations.

5.2 – Theatre/Venue Experience

Emprise Partners is strategically onboarding key personnel with direct, hands-on experience in theatre and venue operations to ensure a seamless transition and immediate impact. This includes a former Marketing Director of the Sunrise Theatre, who brings deep institutional knowledge of the venue, its audience, and community engagement strategies. Her insight will be instrumental in preserving continuity in programming, marketing, and public relations. Paired with the expertise of Emprise Partners Strategic Partnerships & Event Consultant—an accomplished entrepreneur who has successfully operated multiple event venues—this dynamic team will drive innovation, expand private event revenue, and elevate the Sunrise Theatre's

regional presence. Together, they represent a powerful combination of institutional familiarity and entrepreneurial vision.

Emprise Partners leadership's combined experience in financial management, community engagement, and large-scale operations uniquely positions Emprise Partners to elevate the Sunrise Theatre. We understand the importance of:

- ➢ Diverse and Engaging Programming – Leveraging relationships and strategic marketing to attract high-caliber events.
- ➢ Operational Excellence – Implementing best practices in facility upkeep, vendor partnerships, and financial stewardship.
- ➢ Community Integration – Expanding Sunrise Theatre use for private events, corporate functions, and cultural experiences.

Emprise Partners track record of operational success, event execution, and government contracting reflects our ability to deliver a well-managed, financially sustainable, and culturally vibrant Sunrise Theatre for Fort Pierce.

6.0 – Company Overview & Stability

6.1 – Company History

Emprise Partners LLC is a government-certified contracting firm specializing in facilities management, operational support, and venue services. The company has secured multi-year federal contracts, demonstrating its ability to deliver high-quality execution and operational reliability. Emprise Partners focuses on a range of essential services including facility management, janitorial services, HVAC, waste management, plumbing, and other critical support functions. The company is fully registered on SAM.gov, compliant with all applicable government regulations, and certified as a minority-owned business.

6.2 – Growth & Stability

Emprise Partners has quickly earned the trust of federal agencies, securing multiple long-term contracts ,affirming its reliability, performance, and long-term viability. Among its early successes, the company was awarded a five-year federal contract and a multi-award, four-year contract, positioning it as a competitive and dependable government partner. Emprise Partners has consistently delivered services on time, within budget, and in full compliance with federal standards, while building the internal infrastructure, personnel, and compliance systems necessary to support sustained growth and expansion.

6.3 – Financial Resources & Stability

Emprise Partners maintains stable, government-backed revenue streams through multi-year federal contracts, ensuring predictable cash flow and reduced financial risk. With access to over

$200,000 in capital, the company is well-positioned to scale operations, absorb unforeseen costs, and invest in the resources necessary to manage the Sunrise Theatre effectively. Emprise Partners has demonstrated fiscal responsibility by operating efficiently, remaining profitable, and reinvesting into operational growth. Its strategic approach prioritizes long-term success over short-term gains, deliberately accepting low initial profit margins to establish credibility, strengthen relationships, and expand its government contract portfolio.

6.4 – Legal & Risk Mitigation

- ➢ No legal claims, pending disputes, or performance issues.
- ➢ Fully compliant with federal, state, and municipal contracting regulations.
- ➢ Proven track record of working in highly regulated government environments.

6.5 – Community Engagement & Local Impact

Emprise Partners recognizes the importance of community involvement and economic development in Fort Pierce. As part of our commitment, we plan to integrate the following initiatives:

- ➢ Local Economic Impact & Workforce Development
  - Emprise Partners is committed to local hiring and workforce development by prioritizing the recruitment of Fort Pierce residents for Sunrise Theatre staff, event coordination, and vendor roles. The company will collaborate with local colleges and technical schools to offer internships and hands-on training programs, fostering a pipeline of skilled talent. In addition, Emprise Partners actively supports minority- and women-owned businesses through strategic, long-term vendor and supplier partnerships, ensuring the economic impact of the theatre extends throughout the community.

- ➢ Youth & Arts Engagement
  - Creating workshops and mentorship programs with local schools and arts organizations.
  - Exploring a Summer Theatre Program for youth interested in entertainment, performance, or venue management.

- ➢ Nonprofit & Civic Engagement
  - Partnering with local nonprofits and civic organizations to host fundraising events and community Sunrise Theatre productions.
  - Offering venue space for community events, town halls, school performances, and cultural celebrations.

6.6 – Exceeding the City's Expectations

In addition to fulfilling contractual requirements, Emprise Partners is committed to enhancing the Sunrise Theatre's success by implementing strategies that drive revenue growth, operational excellence, and community engagement.

- ➢ Driving Operational Excellence & Financial Growth
    - Emprise Partners brings a transition strategy rooted in operational excellence, ensuring a seamless handover with minimal disruption. Led by seasoned executives, the focus will be on maximizing efficiency, reducing costs, and enhancing service delivery from day one. Simultaneously, we will implement a targeted revenue growth plan by expanding event programming to attract broader audiences, increasing ticket sales, and introducing new revenue streams such as sponsorships, advertising, and membership programs. Enhanced rental offerings for corporate events, weddings, and private functions will further optimize venue utilization and contribute to the long-term financial sustainability of the Sunrise Theatre.

- ➢ Enhanced Community Engagement
    - Increasing local arts and cultural programming to ensure the Sunrise Theatre reflects the diverse Fort Pierce community.
    - Strengthening partnerships with local businesses, schools, and nonprofits to position the Sunrise Theatre as a true community hub.

- ➢ Technology & Modernization
    - Implementing advanced ticketing systems for seamless reservations and purchases.
    - Utilizing digital marketing, social media engagement, and email campaigns to boost audience reach.
    - Introducing customer experience enhancements, such as an improved website and mobile-friendly services.

7.0 – Sunrise Theatre Operating Budget

Emprise Partners has developed a five-year financial model for the Sunrise Theatre that reflects operational discipline, sustainable growth, and community investment. The model is grounded in historical financials and reflects the application of private-sector management principles to improve revenue diversity, reduce inefficiencies, and ensure long-term viability.

Total projected revenue grows from $3.94 million in Year 1 to $5.28 million by Year 5, driven by expanded programming, enhanced marketing, sponsorships, private rentals, and community partnerships. Expense growth is controlled, increasing from $2.67 million to $3.14 million over the same period, allowing for service consistency and strategic reinvestment.

Net operating income ranges from $1.27 million to $2.14 million annually, supporting reinvestments in talent, technology, customer experience, and ongoing maintenance. The financial model includes contingency planning, risk mitigation strategies, licensing, and insurance coverage ensuring fiscal responsibility throughout the term.

Strategic Enhancements: Beyond operational revenue and cost controls, the model emphasizes local subcontracting, community engagement, and reinvestment in theatre systems and technology. This positions the Sunrise Theatre to evolve into a self-sustaining cultural and economic asset for Fort Pierce under consistent and accountable management.

7.1 – Financial Projections *(See attachment A for completed financial projections)*

7.2 – <u>Negotiation Proposal</u>

<u>Purpose</u>

Emprise Partners respectfully proposes a strategic partnership with the City of Fort Pierce to assume full operations of the Sunrise Theatre through a phased, performance-based concession model. This model is designed to deliver operational excellence, financial sustainability, and community impact while minimizing risk to the City.

Though the City has requested to transfer full operations to a large, capitalized vendor from day one, such a model often sacrifices transparency, long-term alignment, and community connection. Emprise Partners phased approach offers the City a transition plan that balances immediate stability with strategic growth.

As a locally rooted business with deep ties to Fort Pierce, Emprise Partners is uniquely equipped to reflect the culture, needs, and priorities of the community while maintaining full accountability through performance-based reporting and shared success. This model enables the City and FPRA to benefit financially and reputationally, while minimizing disruption and avoiding loss of public trust during a critical period of change.

In short: our proposal is operationally sound and strategically aligned with the City's redevelopment mission and desire for long-term sustainability.

<u>Year One Funding Request</u>

To ensure a successful transition and uninterrupted programming, Emprise Partners requests a one-time operating support allocation of $2.7M for FY2025–2026, equivalent to the City's most recent expenditure on the Sunrise Theatre's operations.

Revenue Sharing Model (Years 2–5)

Emprise Partners will assume 100% financial responsibility beginning October 1, 2026, and proposes the following revenue-sharing and performance incentive model:

Annual Gross Revenue	Base Payment to City/FPRA	City share of Net Income	Bonus pay to Emprise Partners LLC (% of Net Operating Income)
Under $3M	$50,000	0%	0%
$3M - $3.99M	$50,000	3%	3%
$4M - $4.99M	$75,000	5%	5%
$5M - $5.99M	$100,000	7.50%	10%
$6M+	$125,000	10%	15%

This model ensures the City benefits immediately from a predictable base payment and grows alongside the Sunrise Theatre's success, while incentivizing Emprise Partners to scale operations responsibly.

Risk Management & Accountability

Emprise Partners proposes the following accountability framework:

- ➢ Comprehensive Insurance Coverage (In place prior to contract start date)
  - General Liability ($1M per occurrence / $2M aggregate)
  - Workers' Compensation
  - Liquor Liability (per Florida Series 11PA license)
  - Business Interruption Insurance
  - Errors & Omissions (E&O) / Management Liability

- ➢ Quarterly Performance Reporting – Emprise Partners will provide quarterly updates covering:
  - Financials (P&L, cash flow, budget variance)
  - Attendance and event performance metrics
  - Sponsorship activity
  - Marketing ROI and community engagement benchmarks

- ➢ Next Steps – Emprise Partners is prepared to:
  - Provide a certificate or letter of intent from its insurance broker
  - Begin contract negotiations immediately

- Launch operations by October 1, 2025, in alignment with the City's concession timeline

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8.0 – Financial Report

Emprise Partners respectfully submits this letter as a formal explanation regarding the financial documentation requirement outlined in the City's Request for Proposal (RFP No. 2025-017) for the Sunrise Theatre Operations Concession.

We officially began operations in March 2024 and are currently in our first full year of business. As such, our company has not yet filed a federal tax return nor do we currently possess an audited financial statement.

However, in support of this proposal and in the spirit of full transparency, we are providing the following alternative documentation as a demonstration of our financial stability and our ability to fully perform the obligations outlined in the RFP:

1. 1099 NEC Records clearly showing payments from our two active federal contracts.
2. Copies of the active Federal contracts.
3. A Bank Letter on Official Letterhead verifying that our account is in good standing.

We are confident that this documentation provides a clear and accurate picture of Emprise Partners financial health and capacity to manage and operate the Sunrise Theatre. Our leadership team brings decades of combined experience in strategic operations, large-team management, and public sector contracting. Additionally, we are fully prepared to provide audited financials or tax returns as soon as they become available upon filing our 2024 return.

We appreciate your consideration and welcome the opportunity to discuss any of the included documents.

8.1 – 1099 NEC Documents (Exhibit B)

8.2 – Bank Letter (Attached: Exhibit C)

8.3 – Contract Details (Exhibit D)

9.0 – REFERENCES

Emprise Partners has extensive experience in venue operations, facility management, event planning, and government contracting. Below are references that demonstrate our ability to successfully operate and manage large-scale facilities, engage in sponsorship acquisition, and provide quality services to public and private entities.

Large-Scale Operations & Financial Management

Walmart Supercenter – Senior Store Manager

- ➢ Walmart, Inc.
- ➢ Scope of Services: Oversaw daily operations of a $95 million Walmart Supercenter, managing a workforce of over 400 employees across multiple departments. Responsibilities included financial management, staffing, customer service, compliance, and logistics coordination.
- ➢ Relevance to RFP: Demonstrates expertise in high-volume operations, financial oversight, staff leadership, and customer engagement, all of which are critical for managing the Sunrise Theatre.
- ➢ Key Achievements:
  - Managed multi-million-dollar budgets and implemented cost-saving initiatives.
  - Increased revenue and streamlined operational efficiency through strategic planning.
  - Led cross-functional teams, ensuring high-quality service and performance.
- ➢ Contact Reference:
  - Jean-Price Brisard
  - Title: Former Market Manager
  - Phone: 678.516.1166

Venue & Event Management Experience

Guys with Ties, Orlando – Board Member & Director of Operations

- ➢ Guys with Ties Philanthropy, Inc. (Non-Profit Organization)
- ➢ Scope of Services: Directed venue selection, sponsorship acquisition, and event coordination for large-scale charity events. Established corporate partnerships, secured funding, and managed ticketing and audience engagement strategies.
- ➢ Relevance to RFP: Demonstrates a strong ability to attract sponsorships, manage event logistics, market and promote ticketed events, and maximize venue utilization, all of which align with the City's goals for the Sunrise Theatre.
- ➢ Key Achievements:
  - Secured corporate sponsorships and funding to support numerous large-scale fundraising events.
  - Managed venue logistics, coordinating marketing, ticketing, and vendor relations.
  - Developed strategic marketing campaigns that resulted in sold-out events and increased public engagement.
- ➢ Contact Reference:
  - Michael Stewart
  - Title: President
  - Phone: 386.690.0873

Government Contract Experience

- U.S. Department of Agriculture Forest Services
- Scope of Services: Provided janitorial and facility maintenance services for a government office building, ensuring compliance with public-sector service quality standards. Managed scheduling, staffing, and subcontractor oversight for daily operations.
- Relevance to RFP: Demonstrates government contracting experience, facility upkeep expertise, and compliance with public sector operational requirements, which are essential elements of managing a venue like the Sunrise Theatre.
- Key Achievements:
    - Successfully met or exceeded facility cleanliness and maintenance benchmarks set by the government agency.
    - Managed subcontractors and operations, ensuring high performance and regulatory compliance.
    - Delivered cost-effective, high-quality service within government contract parameters.
- Contact Reference:
    - Agency: USDA Forest Services
    - Elizabeth Hill
    - Title: Support Services Specialist
    - Phone: 385.405.7085
    - Email: elizabeth.hill1@usda.gov

- U.S. Department of Agriculture Forest Services – Multi-State Portable Sanitation Services
- Scope of Services: Under multiple contract awards across different states, Emprise Partners LLC provided ongoing portable toilet and handwashing station servicing for various USDA Forest Service sites. This included routine and emergency cleaning, sanitization, waste removal, and refilling of hygiene supplies, ensuring compliance with environmental and public health standards. The contract required coordination with USDA site leads, state-specific regulations, and logistical planning for servicing remote and high-traffic locations.
- Relevance to RFP: Demonstrates Emprise Partners' capacity to manage multi-site operations, subcontractor coordination, compliance with sanitation and safety protocols, and reliability in serving government agencies. This experience is transferable to maintaining cleanliness, health, and compliance standards at a large public venue like the Sunrise Theatre.
- Contact Reference:
    - Agency: USDA Forest Services
    - Anna Leitzke
    - Title: Contract Specialist
    - Phone: 612.428.0849
    - Email: anna.leitzke@usda.gov

Additional Business Qualifications & Experience

In addition to the above references, Emprise Partners brings:

- ➢ Proven Business & Financial Acumen: Extensive experience in managing multi-million-dollar budgets, financial planning, and operational logistics.
- ➢ Marketing & Revenue-Generating Expertise: Success in securing sponsorships, increasing venue usage, and enhancing community engagement through strategic initiatives.
- ➢ Government Contracting & Compliance: Established track record in contract performance, procurement processes, and regulatory compliance.

10.0 – Insurance Requirements

Emprise Partners acknowledges and understands the insurance requirements outlined in Exhibit G of the RFP. While we have not yet procured the specific insurance policies listed, we are prepared to obtain and maintain all required coverages upon award of the contract. We have an existing relationship with a licensed insurance broker who has reviewed the City's requirements and confirmed our ability to secure compliant policies, including Commercial General Liability, Workers' Compensation, Automobile Liability, and Liquor Liability. Certificates of Insurance and all necessary endorsements will be provided to the City of Fort Pierce prior to the commencement of operations.

Financial Projections ***EXHIBIT A***

Categories	2025 / 2026	2026 / 2027	2027 / 2028	2028 / 2029	2029 / 2030
Charges for Services					
Ticket Sales	$1,890,000	$2,041,200	$2,204,496	$2,380,856	$2,571,325
Ticket Sales - Rentals	$945,000	$992,250	$1,041,863	$1,093,956	$1,148,654
Ticket Handling Fees	$330,000	$363,000	$399,300	$439,230	$483,153
Sponsorship Fees	$28,750	$33,063	$38,022	$43,726	$50,284
Memberships	$156,800	$175,616	$196,690	$220,293	$246,728
Donations & Pledges	$16,200	$17,496	$18,896	$20,408	$22,040
Total Charges for Services	**$3,366,750**	**$3,622,625**	**$3,899,267**	**$4,198,469**	**$4,522,184**
Misc. Revenue					
Interest Earning	$100	$150	$200	$250	$300
Rents and Royalties	$240,750	$257,603	$275,635	$294,930	$315,575
Reimb. of Expenditures	$45,000	$47,000	$49,000	$51,500	$54,000
Events	$33,000	$36,300	$39,930	$43,923	$48,315
Packaged Sales	$212,000	$224,720	$238,204	$252,496	$267,646
Misc. Revenues	$40,000	$45,500	$51,000	$56,500	$62,000
Commission/Tips/Merch.	$7,700	$8,470	$9,317	$10,249	$11,274
Late Payment Charges	$100	$250	$250	$500	$500
Total Misc. Revenues	**$578,650**	**$619,993**	**$663,536**	**$710,348**	**$759,610**
TOTAL RESOURCES	**$3,945,400**	**$4,242,618**	**$4,562,803**	**$4,908,817**	**$5,281,794**

Categories	2025 / 2026	2026 / 2027	2027 / 2028	2028 / 2029	2029 / 2030
Budgeted Staffing Level					
President / CEO	1	1	1	1	1
Managing Partner	1	1	1	1	1
Public Relations Specialist	1	1	1	1	1
Events Coordinator	1	1	1	1	1
Strategic Partnership & Events Consultant	1	1	1	1	1
Executive Director	1	1	1	1	1
Marketing & Development Manager	1	1	1	1	1
Technical/Facilities Manager	1	1	1	1	1
Box House/Operations Manager	1	1	1	1	1
Total Budgeted Staffing Level	9	9	9	9	9
Personnel Services					
Salaries and Wages	$551,302	$561,991	$573,001	$584,341	$596,021
Accrued Compensation	$6,300	$6,600	$6,900	$7,200	$7,500
Overtime	$5,200	$5,400	$5,600	$5,800	$6,000
FICA Taxes	$42,175	$42,934	$43,707	$44,493	$45,294
Retirement Contributions	$0	$0	$17,140	$17,448	$17,762
Life & Health Insurance	$70,470	$74,698	$79,180	$83,931	$88,967
Dental Insurance	$3,090	$3,461	$3,876	$4,341	$4,862

Categories	2025 / 2026	2026 / 2027	2027 / 2028	2028 / 2029	2029 / 2030
Workers' Comp	$5,453	$5,562	$5,673	$5,787	$5,902
Total Personnel Services	**$683,989**	**$700,646**	**$735,076**	**$753,341**	**$772,309**
Operating Expense					
Legal Fees	$5,000	$5,000	$6,000	$6,000	$7,000
Accounting & Auditing	$5,000	$5,000	$6,000	$7,000	$8,000
Misc. Contract Services	$140,000	$135,000	$130,000	$130,000	$130,000
Custodial	$55,000	$57,000	$59,000	$61,000	$63,000
House Crew	$70,000	$74,000	$78,000	$82,000	$86,000
Support Staff	$12,000	$13,000	$14,000	$15,000	$16,000
Temp. Employee Svc.	$15,000	$15,000	$17,500	$17,500	$20,000
Security	$33,000	$34,500	$35,000	$35,500	$41,000
Car Allowance	$2,400	$2,500	$2,600	$2,700	$2,800
Travel & Education	$8,000	$8,500	$9,000	$9,500	$10,000
Hospitality / Entertainment	$2,500	$3,000	$3,500	$4,250	$5,000
Food	$30,000	$33,000	$34,000	$35,000	$37,500
Transportation	$1,500	$2,000	$2,500	$3,000	$3,500
Lodging	$1,500	$2,000	$2,500	$3,000	$3,500
Communications	$35,000	$32,000	$31,500	$30,000	$30,000
Freight and Postage	$2,700	$2,900	$3,100	$3,300	$3,500
Utilities	$200,000	$210,000	$215,000	$220,000	$225,000

Categories	2025 / 2026	2026 / 2027	2027 / 2028	2028 / 2029	2029 / 2030
Equipment Rental	$17,000	$18,000	$19,000	$20,000	$21,000
Audio Gear	$5,000	$5,250	$5,500	$5,750	$6,000
Backline	$25,000	$24,000	$24,000	$24,500	$25,000
Lighting	$1,000	$1,100	$1,250	$1,300	$1,450
Rigging	$500	$500	$600	$600	$700
Visual	$500	$600	$600	$700	$800
Theatre	$1,500	$1,600	$1,700	$1,800	$2,000
Insurance & Fidelity Bond	$15,000	$15,750	$16,500	$17,250	$18,000
Building Maintenance	$15,000	$16,000	$17,000	$18,000	$19,000
A/C Maintenance	$16,000	$16,500	$17,000	$17,500	$18,000
Building Repair Supplies	$3,200	$3,400	$3,600	$3,800	$4,000
Theatre Supplies	$3,000	$3,200	$3,400	$3,600	$3,800
Equipment Maintenance	$1,600	$1,700	$1,800	$1,900	$2,000
Computer Maintenance	$2,100	$2,200	$2,300	$2,400	$2,500
Software Maintenance	$5,500	$5,800	$6,000	$6,200	$6,500
Reproduction	$1,200	$1,300	$1,400	$1,500	$1,600
Outside Printing	$2,000	$2,200	$2,400	$2,600	$2,800
Advertising	$200,000	$210,000	$220,000	$230,000	$240,000
Cost of Events	$1,100,000	$1,150,000	$1,200,000	$1,250,000	$1,300,000
Cost of Events/Rent Reimbursement.	$500,000	$525,000	$550,000	$575,000	$600,000
Packaged Sales	$50,000	$52,000	$54,000	$56,000	$58,000

Categories	2025 / 2026	2026 / 2027	2027 / 2028	2028 / 2029	2029 / 2030
Concession Supplies	$10,000	$10,500	$11,000	$11,500	$12,000
Bad Debt Expense	$500	$750	$1,000	$1,000	$1,250
Refunds	$25,000	$27,000	$29,000	$31,000	$33,000
Settlement of Claims	$1,000	$1,250	$1,500	$1,750	$2,000
License & Fees	$2,500	$2,600	$2,700	$2,800	$3,000
Taxes	$1,000	$1,200	$1,400	$1,600	$1,800
Contingency	$25,000	$27,000	$29,000	$31,000	$33,000
Misc. Expense	$2,000	$2,200	$2,400	$2,600	$2,800
Office Supplies	$5,500	$5,700	$5,900	$6,100	$6,300
EDP Supplies	$500	$600	$700	$800	$900
Misc. Equipment Expense	$6,000	$6,200	$6,400	$6,600	$6,800
Cleaning Supplies	$5,000	$5,200	$5,400	$5,600	$5,800
Books, Publications, Subs & Mbrshp	$3,000	$3,200	$3,400	$3,600	$3,800
Total Operating Expense	**$2,670,700**	**$2,783,900**	**$2,897,050**	**$3,011,100**	**$3,137,400**

1099 NEC ***EXHIBIT B***

01/28/2025

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. **U.S. DEPARTMENT OF AGRICULTURE** **FINANCIAL SERVICES DIVISION** **P.O. BOX 60000** **NEW ORLEANS, LA 70160** **800-421-0323 OPTION 1, OPTION 4**		OMB No. 1545-0116 Form **1099-NEC** (Rev. January 2024) For calendar year **2024**

Nonemployee Compensation

PAYER'S TIN **720564834**	RECIPIENT'S TIN *******1562**	1 Nonemployee compensation $ **9122.31**
RECIPIENT'S name **EMPRISE PARTNERS LLC**		2 Payer made direct sales totaling $5,000 or more of consumer products to recipient for resale ☐
Street address (including apt. no.) **2257 FICUS ALLEY**		3
City or town, state or province, country, and ZIP or foreign postal code **APOPKA, FL 32703**		4 **Federal income tax withheld** $
Account number (see instructions) **100450503**		5 State tax withheld $ $
		6 State/Payer's state no.
		7 State income $ $

Copy B
For Recipient
This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

Form **1099-NEC** (Rev. 1-2024) (keep for your records) www.irs.gov/Form1099NEC Department of the Treasury - Internal Revenue Service

THE ABOVE AMOUNT REPRESENTS NON-EMPLOYEE COMPENSATION TO YOU FOR THE FOLLOWING AGENCY OR AGENCIES:

Forest Service

EMPRISE PARTNERS LLC
2257 FICUS ALLEY
APOPKA FL 32703

01/28/2025

☐ CORRECTED (if checked)

PAYER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no.	1 Rents	OMB No. 1545-0115	Miscellaneous Information
U.S. DEPARTMENT OF AGRICULTURE FINANCIAL SERVICES DIVISION P.O. BOX 60000 NEW ORLEANS, LA 70160 800-421-0323 OPTION 1, OPTION 4	$21422.52	Form 1099-MISC (Rev. January 2024)	
	2 Royalties $	For calendar year 2024	
	3 Other income $	4 Federal income tax withheld $	Copy B For Recipient
PAYER'S TIN 720564834	RECIPIENT'S TIN ****1562	5 Fishing boat proceeds $	6 Medical and health care payments $
RECIPIENT'S name EMPRISE PARTNERS LLC		7 Payer made direct sales totaling $5,000 or more of consumer products to recipient for resale ☐	8 Substitute payments in lieu of dividends or interest $
Street address (including apt. no.) 2257 FICUS ALLEY		9 Crop insurance proceeds $	10 Gross proceeds paid to an attorney $
City or town, state or province, country, and ZIP or foreign postal code APOPKA, FL 32703		11 Fish purchased for resale $	12 Section 409A deferrals $
	13 FATCA filing requirement ☐	14 Excess golden parachute payments $	15 Nonqualified deferred compensation $
Account number (see instructions) 100450503		16 State tax withheld $	17 State/Payer's state no.	18 State income $

This is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this income is taxable and the IRS determines that it has not been reported.

Form 1099-MISC (Rev. 1-2024) (keep for your records) www.irs.gov/Form1099MISC Department of the Treasury - Internal Revenue Service

THE ABOVE AMOUNT(S) REPRESENT RENT, MEDICAL AND HEALTH CARE, OTHER INCOME, ROYALTIES OR BENEFICIARY PAYMENT(S) TO YOU FOR THE FOLLOWING AGENCIES:

Forest Service

J530B5

EMPRISE PARTNERS LLC
2257 FICUS ALLEY
APOPKA FL 32703

March 26, 2025

To Whom It May Concern:

This letter confirms that Ednel Saint Jean, Jean Saint Jean, and Johanne Norzelus from Emprise Partners LLC have a business checking account with Middlesex Federal Savings, the affiliated bank of Novo. Information regarding the account is as follows:

- Account title: Emprise Partners LLC
- Authorized signers: Ednel Saint Jean, Jean Saint Jean, and Johanne Norzelus
- Routing #: 211370150
- Account #: 102375632
- Business address: 2257 Ficus Alley, Apopka, FL 32703
- Account opened: March 5, 2024

This letter also confirms that the account is open and active in good standing.

If you have any further questions, please do not hesitate to email me at edite@novo.co

Regards,

Edite Bettencourt
Business Banking Manager
Middlesex Federal Savings, F.A.
Team Novo

CONFIDENTIALITY NOTICE: This communication is intended only for the use of the individual or entity to which it is addressed and contains or may contain information that is privileged, confidential or exempt from disclosure under applicable law. If the reader of this communication is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please disregard and destroy this communication and do not disseminate or retain any copy of this communication.

File Code: 6310 **Date:** July 15, 2024

To: Ednel Saint Jean, Emprise Partners LLC
2257 Ficus Alley
Apopka, FL 32703

RE: 1284LL24P0055, Portable Toilets and Hand Wash Stations Rental Services

Your offer for the project mentioned above is accepted in the amount of **$24,252.52**.

Purchase Order 1284LL24P0055 has been assigned to this award. Please refer to this award number on all future correspondence on this project.

The following documents are attached to this award letter:

- **Copy of the Purchase Order** – separate attachment, retain for your records.
- **Designation of Contracting Officer's Representative** –retain for your records.

There are multiple Contracting Officer's Representatives (COR's) for this project due to the purchase order being for multiple forests. A separate email with the list of the COR's for this project along with their contact information will be sent to the contractor within 1-2 business days of the award. Please contact the designated COR's for this project within **5 days** to set up a pre-work meeting for this project. Once work has started, you will have until **September 30th, 2024,** to complete the project.

Anna Leitzke has been designated as Contract Specialist (CS) for this contract. All documents requested in this letter shall be forwarded to the CS at **Anna.Leitzke@usda.gov**. You may reach the CS at **(612) 428-0849** or **anna.leitzke@usda.gov** for any questions that you have about the administration of this contract that the COR is unable to answer.

The COR and CS will be responsible for administering the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer. Proceeding with work that deviates from the contract terms and conditions could result in non-payment for the changed work.

File Code: 6310

Date: 05/02/2024

Emprise Partners LLC
ATTN: Ednel Saint Jean
2257 Ficus Alley
Apopka, Fl 32703

Phone: 561-660-0660
Email: info@emprise-partners.com

Ednel Saint Jean:

RE: Solicitation 1240LS24Q0031, **2024, Uinta-Wasatch-Cache NF, Ogden Ranger District Janitorial**

Your offer in response to the above referenced Forest Service solicitation 1240LS24Q0031 has been accepted. Award includes all items as identified below. Award is made as follows:

Base Year
Summer Schedule 2 days per week (April-October), 7 months @ $1,116.60 per month $ 7,816.20
Winter Schedule 1 day per week (November – March), 5 Months @ $79.31 per month $ 3,546.55

TOTAL AWARD AMOUNT: $11,362.75

The total amount of award is $11,362.75. The Purchase Order Number for this project is **1240LS24P0033**. Please reference this number on all correspondence. Enclosed is the award package for the above referenced contract. This package includes:

-SF-1449 (to be signed by you and returned)
-Copy of the Contract

Please return a signed copy of the SF-1449 within ten (10) days after receipt of this letter.

If you have any questions, please contact me at 385-270-7112 or arlen.fausett@usda.gov.

Best Regards,

Whit Fausett
Contract Specialsit

cc: Charlotte Vanderbilt
Joseph Fisch, COR
Liz Allen
Chris Hansen
Contract File

Updates include the following (for quote purposes):

- Updated schedule of items to include a summer and winter schedule, to be priced separately.
  - Summer Schedule (Cleaning 2 mes per week), April-October
  - Winter Schedule (Cleaning 1 me per week), November-March
- Biweekly Services – Two times per week to read:
  - Two times per week (One time per week in winter)
- Removal reference to waxing of floors

Item 0001 – Base Year - May 1, 2024 – April 30, 2025					
Item	**Supplies/Services**	**Qty**	**Unit/Issue**	**Unit Price**	**Total Price**
1a.	**Janitorial Services – Ogden Ranger District Summer Schedule (April-October 2X Weekly)**	**7**	**Month**	**$** 1,116.60	**$** 7,816.20
1b.	**Janitorial Services – Ogden Ranger District Winter Schedule (November-March 1X Weekly)**	**5**	**Month**	**$** 709.31	**$** 3,546.55
				Total Quote:	**$** 11,362.75

Item 0002 – Option Year 1 – May 1, 2025 – April 30, 2026					
Item	**Supplies/Services**	**Qty**	**Unit/Issue**	**Unit Price**	**Total Price**
2a.	**Janitorial Services – Ogden Ranger District Summer Schedule (April-October 2X Weekly)**	**7**	**Month**	**$** 1,148.76	**$** 8,041.32
2b.	**Janitorial Services – Ogden Ranger District Winter Schedule (November-March 1X Weekly)**	**5**	**Month**	**$** 729.74	**$** 3,648.70
				Total Quote:	**$** 11,690.02

Item 0003 – Option Year 2 – May 1, 2026 – April 30, 2027					
Item	**Supplies/Services**	**Qty**	**Unit/Issue**	**Unit Price**	**Total Price**
3a.	**Janitorial Services – Ogden Ranger District Summer Schedule (April-October 2X Weekly)**	**7**	**Month**	**$** 1,181.84	**$** 8,272.88
3b.	**Janitorial Services – Ogden Ranger District Winter Schedule (November-March 1X Weekly)**	**5**	**Month**	**$** 750.76	**$** 3,753.80
				Total Quote:	**$** 12,026.68

Item 0004 – Option Year 3 – May 1, 2027 – April 30, 2028					
Item	**Supplies/Services**	**Qty**	**Unit/Issue**	**Unit Price**	**Total Price**
4a.	**Janitorial Services – Ogden Ranger District Summer Schedule (April-October 2X Weekly)**	**7**	**Month**	**$** 1,215.88	**$** 8,511.16
4b.	**Janitorial Services – Ogden Ranger District Winter Schedule (November-March 1X Weekly)**	**5**	**Month**	**$** 772.38	**$** 3,861.90
				Total Quote:	**$** 12,373.06

Item 0005 – Option Year 4 – May 1, 2028 – April 30, 2029					
Item	**Supplies/Services**	**Qty**	**Unit/Issue**	**Unit Price**	**Total Price**
5a.	**Janitorial Services – Ogden Ranger District Summer Schedule (April-October 2X Weekly)**	**7**	**Month**	**$**1,250.89	**$** 8,756.24
5b.	**Janitorial Services – Ogden Ranger District Winter Schedule (November-March 1X Weekly)**	**5**	**Month**	**$**794.62	**$**3,973.10
				Total Quote:	**$**12,729.34

Total Quote, BASE YEAR – OPTION YEAR 4	**$**60,181.85
Indicate Ability to Perform Service Per the Schedule Outlined in the Performance Work Statement Y or N:	Y

EXHIBIT "I"

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Emprise Partners LLC

Authorized Representative's Name and Title: Ednel Saint Jean, President

Address: 2257 Ficus Alley

City: Apopka State: FL Zip Code: 32703

Phone Number: 561.660.0660 Email Address: e.saintjean@emprise-partners.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: _____ EDNEL SAINT JEAN, PRESIDENT 03/26/25

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Seminole

RFP No. 2025-017

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization

this 26th day of March, 2025 by Ednel Saint-Jean, who is

☐ personally known or
☑ produced identification (ID produced: FL DL S532-200-86-442-0).

Notary Public Signature: Heaven Turner (Seal)

Print Name: Heaven Turner My Commission Expires: April 7, 2025

Heaven Turner
Notary Public
State of Florida
Comm# HH114749
Expires 4/7/2025

Exhibit "H"

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 RFP No. 2025-017 for **Fort Pierce Sunrise Theatre Operations Concession**

2. This sworn statement is submitted by Emprise Partners LLC
(name of entity submitting sworn statement)
whose business address is 2257 Ficus Alley, Apopka, FL 32703
and (if applicable) its Federal Employer Identification Number (FEIN) is
86-2311562 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Ednel Saint Jean my relationship to the entity
(please print name of individual signing)
named above is 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

Signature: _____

Date: 03/26/25

Date:
STATE OF Florida

COUNTY OF Seminole

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Edrel Saint-Jean who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 26th day of March, 2025.

Heaven Turner

Heaven Turner
Notary Public
State of Florida
Comm# HH114749
Expires 4/7/2025

NOTARY PUBLIC SEAL:

My commission expires: April 7, 2025

END OF SECTION

February 28, 2025

CITY OF FORT PIERCE

RFP NO.2025-017

FT. PIERCE SUNRISE THEATRE OPERATONS CONCESSION

The purpose of this addendum is to extend the submission due date from March 5, 2025, to

3:00PM, March 27, 2025

and provide an updated timeline as follows:

RFP Issue Date	January 28, 2025
Pre-Proposal Meeting	February 18, 2025
Deadline for Questions	**March18, 2025**
Proposals Due/Opening	**March 27, 2025**
Evaluation Committee Process Completed	**May 2025**
Commission Approval Rankings	**May 2025**
Negotiations Commence	Immediately after Ranking Approval
Agreement Recommended to Commission	**July 2025**
Anticipated Start of Concession	**August/September 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: Ednel Saint Jean
Typed or Printed

Company Name: Emprise Partners LLC

Address: 2257 Ficus Alley, Apopka, FL 32703

Date: 03/27/2025

/gc

March 17, 2025

CITY OF FORT PIERCE

RFP NO.2025-017

FT. PIERCE SUNRISE THEATRE OPERATONS CONCESSION

ADDENDUM NO. 2

This addendum serves to modify and clarify the Request for by providing the detailed evaluation criteria, associated points, and responses to questions submitted by potential proposers.

Evaluation Criteria and Points

The following comprehensive evaluation matrix assigns numerical values to the specified criteria outlined in section 1.9 of the RFP.

Criteria	Description	Points
Relevant Experience and Organizational History	**Evaluates the proposer's demonstrated success in delivering services similar to those outlined in the RFP within comparable event venues. It also considers the proposer's overall business history, including company longevity, growth, stability, and legal/claims history.**	**25**
Team Qualifications	**Evaluates the qualifications, experience, and professional backgrounds of the key project team members, as well as their ability to contribute to the success of the theatre.**	**15**
Financial Projections and Economic Impact	**Assesses the proposer's projections related to exceeding the City's expectations for revenue, operating profitability, and community economic impact as well as their overall financial stability and capacity to manage the theatre effectively.**	**15**
Implementation Plan	**Evaluates the proposer's ability to effectively implement the scope of services through a clear and detailed plan. The evaluation will focus on the proposer's approach to managing key resources related to physical maintenance, technology, financial management, marketing, event management, community engagement – and their ability to execute a sustainable programming strategy. Proposals will also be assessed on the detailed 30/90/120-day rollout plans, and evaluation of their in-house capabilities and reliance on subcontractors.**	**30**
Alignment with Preferred Elements	**Assesses the extent to which the proposer has incorporated or addressed the preferred elements outlined in § 1.3 of the RFP.**	**10**

Questions and Answers

Budget Questions:

- **We see an approved 2023 annual budget, is it possible to receive a finalized 2023 budget. We see a proposed 2024 annual budget, is it possible to see the approved final budget for 2024.**
    - See attached approved budget from the FY 24/25 book. It includes the actual numbers from the 22/23 budget as well as the approved budget for 23/24.
- **What was the approved FPRA financial support for 2024/2025 and what of that amount remains**
    - The approved allocation from the FPRA for the Fiscal Year 2025 is $500,000
- **What are the YTD ticket sales?**
    - Current YTD ticket sales on record are: $1,452,848.77. That does not include the deferred revenue from Fiscal Year 2024 in the amount of $504,391.14 OR the deferred revenue from Fiscal Year 2026 in the amount of $20,766.81.
- **Does "packed sales" refer to F&B packaged goods?**
    - "Packed Sales" refers to the alcohol sales as well as other beverages and concession sales.
- **How long is your current credit card processing contract and who is it with?**
    - The Sunrise Theatre is contracting with the company Fortis for their credit card processing. It is on an annual lease that is currently set to expire on 2/6/26.

Under the Scope of Services tab regarding marketing:

- **Who will own the Sunrise Theatre . Com website and social media accounts? Are they to be transferred to the new operator or is it expected that the operator will create new accounts/websites?**
    - The ownership of the Sunrise Theatre website and social media accounts will be considered as part of the negotiation process.
- **Will the new operator receive the members and patrons email/marketing lists?**
    - This information is public record and therefore can be shared.
- **Would be possible to receive a list of current sponsors/donors and any term lengths/current contracts?**
    - This information is public record and therefore can be shared.

General Questions:

- **Status of roof and A/C repairs/replacement, and scheduled completion?**
    - The RFP for AC chiller replacement has closed, and the City is currently in the process of reviewing the submitted proposals. At this time, no roof repairs are scheduled but will be evaluated as part of future planning.
- **When was the last rigging inspection completed, can the last known report be sent for review?**
    - 2020. Report attached.
- **When was the last termite inspection done?**
    - 2019.
- **Who will manage the exterior of the building to ensure its up-keep, maintenance, and what exactly is within their purview?**
    - It is expected that the City, as the building owner, will remain responsible for the exterior upkeep of the Sunrise Theatre, including major building components as outlined in the City's Capital Improvement Plan (Exhibits C and D). This includes planned HVAC replacements and other

structural maintenance. Final responsibilities will be subject to negotiation with the successful proposer.

- **Can the City please clarify how the City would like vendors to submit proposals? The RFP tells vendors to submit via Demandstar on pages one and three, but on page fifteen vendors are told to also ship the following: "(1) original printed proposal, (5) printed copies and a digital copy on a flash drive one (1) electronic version on a USB drive, in a shipping envelope or box clearly labeled Proposal for Sunrise Theatre RFP 25-017…"**
    - Proposals should be submitted electronically via Demandstar website. Please disregard the instructions provided on page fifteen of the proposal document.

Clarifications

- **Liquor License**
    - The Theatre's liquor license is good until March 31, 2026.
- **Post Remediation Verification Certificate, see attached**
- **Air Quality Report, see attached**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: Ednel Saint Jean
Typed or Printed

Company Name: Emprise Partners LLC

Address: 2257 Ficus Alley, Apopka, FL 32703

Date: 03/27/2025

/gc

Attachments:
Air Quality Results 12.31.24
Budget FY 2025
Post Remediation Verification Certificate
Rigging Inspection Report

March 19, 2025

CITY OF FORT PIERCE

RFP NO. 2025-017

FT. PIERCE SUNRISE THEATRE OPERATIONS CONCESSIONS

ADDENDUM NO. 3

The purpose of this addendum is to provide additional information to proposers, as well as respond to an inquiry received by a potential proposer.

QUESTION: What is Sunrise's fiscal year? It looks like October 1, but can you confirm?

ANSWER: **October 1 - September 30**

QUESTION: Will the concessionaire take over the existing budget mid-year?

ANSWER: **No, they will not take over the existing budget mid-year, they will need their own finances to operate.**

QUESTION: In the proposal, should the year 1 budget be the remainder of 2024 - 2025 or should year 1 be 2025-2026?

ANSWER: **Based on the timeline in Addendum 1, the anticipated start of the concession agreement is August or September, which would require the year 1 budget be 2025-26 to begin on October 1, 2025.**

QUESTION: Will the FPRA financial resource continue year to year? If so, is it a set amount or does it change each year?

ANSWER: **The FPRA allocation will not remain for operating costs beyond this fiscal year.**

QUESTION: Is there a restricted fund that can be used toward operational expenses? If so, is it a set amount each year or is it need-based?

ANSWER: **There is not a restricted account to be used for operational expenses. Currently, there is a restricted account that is used for capital expenses and funds are generated from tickets sales. This is based on the City's ticketing system and only used by the City.**

QUESTION: Are there committed city or state grants beyond this current year?

ANSWER: **No**

QUESTION: Will the concessionaire take over the existing operating bank account or begin their own?

ANSWER: **No, they will need their own bank account.**

QUESTION: In either instance, will the concessionaire begin with an operating cash balance?

ANSWER: **No**

QUESTION: Is there a mortgage or rent, or not applicable due to the building being city owned?

ANSWER: **The building is owned by the City and there is not a mortgage.**

QUESTION: Are there property taxes or not applicable due to the building being city owned?

ANSWER: **Property taxes would not be applicable to the concessionaire.**

All other conditions of this proposal remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: Ednel Saint Jean
Typed or Printed

Company Name: Emprise Partners LLC

Address: 2257 Ficus Alley, Apopka, FL 32703

Date: 03/27/2025

/lh

Date: 03/01/2025

Rosaida Macias
Art Macias

For Him Cleaning Services Corp.
115 NE Royce Ave.,
Port St. Lucie, FL 34983
forhimcleaning@gmail.com
772.233.9542

Subject: Letter of Intent to Engage in Vendor Services for Sunrise Theatre Operations

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Dear Jason,

We are pleased to express our intent to engage **For Him Cleaning Services Corp.** as a trusted partner for **Cleaning** services for the **Sunrise Theatre Operations** in Fort Pierce, Florida.

We believe that partnering with a reliable and experienced service provider like **For Him Cleaning Services Corp** is critical to ensuring the highest standards of operation and service at the Theatre.

Scope of Services:

We anticipate the following services to be provided by **For Him Cleaning Services Corp.**:

- Perform cleaning throughout the entire facility on an agreed upon schedule upon being awarded the contract

---

Commitment to Partnership:

Emprise Partners is committed to forming a collaborative partnership with **For Him Cleaning Services Corp.** to ensure the success and operational excellence of the Sunrise Theatre. This Letter of Intent is non-binding but demonstrates our commitment to engaging in a mutually beneficial working relationship upon the successful award of the concession agreement.

Terms of Engagement:

- This LOI is subject to the successful award of the Sunrise Theatre concession agreement to **Emprise Partners**.
- A formal contract detailing the scope, terms, and financial arrangements will be negotiated upon award of the concession.
- **For Him Cleaning Services Corp.** agrees to provide a proposal with detailed pricing, service levels, and other relevant terms upon request.

Confidentiality and Non-Disclosure:

Both parties agree to maintain the confidentiality of proprietary information shared during the negotiation process and not to disclose it to any third parties without mutual consent.

Acknowledgment and Acceptance:

We kindly request you to acknowledge your interest and intent to participate in this partnership by signing below. This will allow us to include this commitment in our proposal to the City of Fort Pierce, showcasing our strategic alliances with reputable vendors.

Signed:

Emprise Partners LLC

By: 
Name: Ednel Saint Jean
Title: President
Date: 03/01/2025

Acknowledgment of Intent:

For Him Cleaning Services Corp.

By: Arturo Macias _____

Name: Art Macias

Title: VP of OPS

Date: 03/01/2025

PROPOSAL FOR MANAGEMENT AND OPERATION OF FORT PIERCE SUNRISE THEATRE OPERATIONS CONCESSION RFP #2025-017

Submitted To:
City of Fort Pierce
Purchasing Division – Room 101
100 North U.S. Hwy 1
Fort Pierce, FL 34950

Contact:
Gelencia Carter, Purchasing Manager
 (772) 467-3102
 procurement@cityoffortpierce.com

Submitted By:
HZIP LLC
300 N Beach St.
Dania Beach, FL 33004
 Phone: (808) 818-3888
 Email: lbright@hzip.org
 Website: www.hzip.org

Authorized Representative:
Lina Bright, CEO

Proposal Submission Format:
☑ Electronic Submission via DemandStar
☐ Physical Submission (Original + 5 Copies + USB Drive)
Submission Date: March 4, 2025

Confidentiality Notice:

This proposal contains confidential and proprietary information of HZIP LLC. It is submitted solely for the purpose of evaluating our qualifications and approach to the management and operation of the Fort Pierce Sunrise Theatre Concession. No part of this

document may be disclosed or used for any purpose other than evaluation without prior written consent from HZIP LLC.

HZIP LLC
222 SE 2nd Terrace
Dania Beach, FL 33004
March 8th, 2025

City of Fort Pierce
Attn: Gelencia Carter,
Purchasing Manager
100 North U.S. Hwy 1
Fort Pierce, FL 34950

Dear Evaluation Committee Members,

At HZIP LLC, we see the Sunrise Theatre as more than just a venue—it is the cultural heartbeat of Fort Pierce, poised for revitalization into a thriving, dynamic performing arts center. We are honored to present our visionary proposal to transform this historic space into a financially sustainable, high-performing, and community-driven institution that celebrates entertainment, education, and economic growth. Committed to creating a vibrant, South Florida-centered theatre experience, our vision extends far beyond concessions. In addition to elevating the food and beverage service, we will transform Sunrise Theatre into a creative hub for education, youth engagement, and high-quality performances, ensuring it becomes a pillar of artistic excellence and community enrichment.

Quality Food & Beverage Operation

- Artisanal concession offerings, featuring signature cocktails, gourmet snacks, and theater-inspired menus.
- Enhanced VIP experiences and pre-show dining options to drive revenue and improve audience satisfaction.
- Expended Food and beverage options for comedy shows.
- Operation of Black Box Café on permanent bases, serving Lunch, Diner hosting live performances and offering catering to the theater patrons.

- Better utilization of Black Box Café with addition of performance, events, menu options, and services.

Community-Centered Youth & Afterschool Programs

We believe in the power of the arts to educate and inspire. Our plan includes transforming underutilized spaces into dynamic educational and communal areas to host:

- After-school and summer camp programs focusing on performing arts, media, and creative fields and industries.
- ***Classes and workshops in theatre production, including:***
    - Backstage Production & Stage Directing
    - Lighting, Sound Engineering & Special Effects
    - Media, TV, Social Media & Radio Production
    - Dance, Ballet & Music Education.
    - Acting, Performance Art, Public Speaking.
- Hands-on training with industry professionals to prepare youth for careers in entertainment, digital media, and stage production.
- Internship and mentorship programs, partnering with local schools and universities to foster talent and career readiness.

Producing Exclusive Shows & High-Class Performances

- Developing and hosting our own productions, including Broadway-style performances, concerts, light and cultural showcases.
- Developing own Off-Broadway Theater productions including adaptations of world classics, such as Chekhov's Cherry Orchards into Florida's Orange Groove.
- Curating high-class performances and talent partnerships to attract national and international artists.
- Participation in SO-FLO-W (South Florida Infinite River Gala) to expand regional collaboration and marketing reach.

Transforming Unused Spaces into a Thriving Community Hub

- Repurposing storage and office spaces into education, rehearsal, and creative learning areas.
- Creating a flexible space for community events, small performances, and arts-based workshops.

- Providing a home for local artists, performers, and aspiring entertainers to nurture the next generation of creatives.
- Create a local YouTube production studio.

Sustainability, Economic Growth & Local Partnerships

- Eco-friendly operations in concessions, incorporating local, sustainable ingredients and green packaging.
- Strengthening partnerships with local businesses, schools, and arts organizations to ensure economic and social impact.
- Leveraging sponsorships and grant opportunities to maximize financial sustainability while keeping programs affordable and accessible.

HZIP LLC is committed to redefining the role of the Sunrise Theatre—not just as a venue but as a cultural, educational, and economic cornerstone for Fort Pierce. By blending exceptional concession services, premier entertainment, and youth-driven educational initiatives, we will ensure the Sunrise Theatre thrives for years to come.

We welcome the opportunity to discuss our vision further and demonstrate how HZIP LLC is the ideal partner to manage and operate the Fort Pierce Sunrise Theatre Concession. Please feel free to reach out at (808) 480-8800 or via email at lbright@hzip.org for any questions or additional information.

Sincerely,

Lina Bright
Chief Executive Officer
HZIP LLC

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Executive Summary

HZIP LLC is honored to submit our proposal for the management and operation of the Fort Pierce Sunrise Theatre, with a vision of transforming this historic venue into a vibrant cultural and educational hub. We are committed to strong community engagement, high-class performances, and innovative revenue models that will ensure the Sunrise Theatre becomes a cornerstone of the Fort Pierce community. We offer our multifaceted exceptional concession services, exclusive productions, and youth-driven educational initiatives to achieve our vision.

Our Proposed Initiatives

Quality Food & Beverage Operations – Elevating the concession experience with artisanal offerings, signature cocktails, and theater-inspired menus. We will introduce enhanced VIP experiences and pre-show dining options to drive revenue and improve guest satisfaction. Additionally, we plan to operate the Black Box Café on a permanent basis (serving breakfast, lunch, and dinner) and use it for live performances and catering, turning dining into an innovative revenue stream for the theatre.

Community-Centered Youth & Afterschool Programs – We believe in the power of the arts to educate and inspire the next generation. Our plan transforms underutilized spaces into dynamic classrooms and studios for after-school and summer camp programs focusing on performing arts, digital media, and creative industries. Youth participants will benefit from classes and workshops in all aspects of theatre production, including backstage production, stage directing, lighting and sound engineering, special effects, media (TV, social media, radio) production, dance, music, and acting. Through hands-on training with industry professionals, we will prepare local youth for careers in entertainment and stage production. We will also establish internship and mentorship programs thought our Resident Artists program in partnership with local educational institutes to foster talent and career readiness.

Producing Exclusive Shows & High-Class Performances – HZIP LLC will develop and host our own productions to establish the Sunrise Theatre as a producer of unique, high-quality entertainment:

- ***Flagship Youth Production Initiative***: Launching an annual youth-led theatrical production that involves approximately 100 students in creating a full show from scratch. Participants will take on roles in acting, directing, lighting, sound, media, and technical production, resulting in a full-scale performance that showcases their talents and hard work. This not only provides unparalleled experience for the students but also engages families and the broader community in celebrating youth achievements.
- ***Professional Productions and Concerts:*** Staging Broadway-style performances, concerts, and cultural showcases produced in-house to attract audiences and elevate the theatre's profile.

- ***Innovative Adaptations:*** Developing original adaptations of classic works (Such as reimagining Chekhov's *The Cherry Orchard* as a Florida-themed "Orange Orchard"), positioning the Sunrise Theatre as a creative leader that offers fresh content.
- ***Talent Partnerships***: Curating high-class performances and forging partnerships to bring in renowned national and international artists. This will ensure a lineup of premier entertainment that draws patrons from across the region.
- ***Regional Collaboration:*** Participating in events like the South Florida Infinite River Gala (SO-FLO-W) to expand the theatre's regional collaboration and marketing reach, further enhancing Fort Pierce's cultural prominence.

Transforming Unused Spaces into a Community Hub – We will repurpose underutilized storage and office areas into vibrant community spaces. This includes creating dedicated rooms for education and rehearsals, flexible-use areas for small performances and arts workshops, and even a local YouTube production studio for digital content creation. By providing a home for local artists, performers, and aspiring entertainers, the Sunrise Theatre will nurture the next generation of creatives and become a daily gathering place for the community, not just a nighttime venue.

Sustainability, Economic Growth & Local Partnerships – HZIP LLC is committed to sustainable and financially sound operations. We will implement eco-friendly practices in concessions (using local ingredients and green packaging) to align with environmental values. Our team will strengthen partnerships with local businesses, schools, and arts organizations to amplify the theatre's economic and social impact. We plan to leverage sponsorships, grants, and creative revenue opportunities to keep programs affordable and accessible while maximizing financial sustainability. These innovative revenue models – from expanded food services to sponsored events – will ensure the Sunrise Theatre remains profitable and resilient.

In conclusion HZIP LLC is dedicated to redefining the Sunrise Theatre's role in Fort Pierce – not just as a venue, but as a landmark cultural attraction, offering educational, economic benefits community. By blending top-notch concession services, premier entertainment (for both professionals and youth), and youth-driven educational initiatives, our plan fosters strong community engagement and introduces innovative revenue streams for long-term success. We are confident that our unique combination of expertise, creativity, and community-focused programming makes HZIP LLC the ideal partner to revitalize the Sunrise Theatre and ensure it thrives for years to come. We look forward to the opportunity to bring our vision to life and to solidify the Sunrise Theatre as a beacon of arts, education, and community pride in Fort Pierce.

Company Profile

HZIP LLC is a dynamic, forward-thinking, woman-owned facility management and operations company based in Dania Beach, Florida. Co-founded by a September 11 First Responder, the company brings a deep sense of purpose and commitment to its work. Focusing on delivering high-quality services to government entities, municipalities, and the private sector, we blend cost-effectiveness with operational excellence to enhance community spaces and experiences.

"Our mission is to elevate the human spirit through unmatched world-class performance."

Our Primary Core Services

1. **Facility Management and Operations**
    - Comprehensive management of public facilities including parks, piers, community centers, and sports facilities.
    - Daily operations, maintenance, and safety management.
    - Customer service and community engagement initiatives.
2. **Hospitality and Event Management**
    - Managing hospitality services for public facilities, including food and beverage operations.
    - Planning and executing community events and special programs to drive engagement.
3. **Community-Based Programs**
    - Developing and implementing programs that cater to the recreational and educational needs of the community.
    - Partnerships with local organizations to enhance service offerings and community impact.

Key Strengths

At HZIP LLC, our leadership team brings over 30 years of combined expertise in facility operations, hospitality, and community engagement, ensuring the exceptional management of busy public spaces. We have a deep understanding of visitor needs, allowing us to cater to diverse preferences and deliver high-quality, tailored experiences that foster community engagement and satisfaction. Our extensive network of relationships with suppliers, industry associations, and local businesses enables us to consistently access premium products and services, elevating our operational standards. Over the years, HZIP LLC has developed a proven track record, successfully managing facilities across the country with a focus on innovation, customer satisfaction, and adaptability to industry trends. Financially, we maintain a robust management system that ensures the long-term sustainability of all operations. With diversified revenue streams and effective cost controls, we are well-positioned for continuous financial growth and stability. Additionally, our commitment to sustainability is demonstrated through strict adherence to ADA standards, sea turtle lighting regulations, and comprehensive environmental stewardship practices, ensuring that we contribute to both the community's and the environment's well-being.

Leadership Team



Lina Bright, CEO
As the visionary leader of HZIP LLC, Lina Bright drives the company's strategic initiatives, ensuring alignment with its mission. Her extensive experience in facility management and operations empowers her to lead the company toward growth and operational excellence.

Etelly Papayeva, Marketing Director
Etelly Papayeva spearheads marketing efforts, focusing on brand visibility, customer acquisition, and community engagement. Her expertise in understanding market trends helps HZIP LLC maintain a strong presence in the community.

Ili Umansky, Operations Director
Ili Umansky oversees the day-to-day operations, ensuring smooth facility management, superior customer service, and high-quality standards. Ili's leadership ensures that all operations align with the company's goals of safety and efficiency.

Victoria Avilo, General Manager of Hospitality
Victoria is responsible for overseeing licensing, permits, food safety protocols, service standards, and menu adjustments. Her attention to operational efficiency and quality control always ensures the highest levels of service.

CURRENT CONTRACTS

- Snack Bar Operator at Hollywood North Beach Park, Hollywood, FL
- Dania Beach Pier Operation and Management, Dania Beach, FL
- Saint John's Golf Club Restaurant Operation and Management Elkton FL
- Hillsborough County Center Café Operation and Management Tampa FL
- Payne Park Concession Operation and Management Sarasota FL

HZIP LLC is poised to deliver exceptional management and operational services, ensuring the success and sustainability of community facilities. Our experienced team, innovative approach,and dedication to community engagement make us the ideal partner for your facility management needs.

Project Understanding

Since 1923 The Sunrise Theatre is a historic and cultural landmark of Fort Pierce, Florida, serving as a premier venue for live entertainment, performing arts, and community engagement. The theatre offers a diverse lineup of performances, including Broadway-style productions, live music, comedy shows, dance performances, and local artistic showcases.
Sunrise Theater plays a crucial role in Fort Pierce's cultural landscape, and potentially can become another economic engine for downtown redevelopment. This was a vision behind 2007 Theater acquisition as an alternative to grim possibility of another guttered theater in need of full rehab. Food and art are the corner stone of tourism traffic. As tourists at some point have a greatest chance of becoming residents, attracting both local and visiting audiences is an important step on the way of growing city, and molding it's regional cultural landscape. In addition to performance arts under our management Sunrise theatre will serves an important social service as a hub for youth education, community events, and corporate functions, reinforcing its status as an essential part of the city's artistic identity. To enhance the patron experience and financial sustainability. An efficiently managed and high-quality food and beverage program is essential to the operations of the theater. The concessionaire's role is not only to provide exceptional dining options but also to contribute to the theatre's long-term success by aligning with its artistic vision and community-driven initiatives. HZIP LLC will assume a comprehensive and innovative approach to managing the concession operations at Sunrise Theatre, ensuring an exceptional food and beverage options that complements the venue's high-quality performances and community activities. We expect that our key focus of operations will be on the following elements:

1. **Food & Beverage Service**
    - ✓ Operating a high-quality concession program featuring artisanal snacks, signature cocktails, and premium beverage options.
    - ✓ Managing the Black Box Café on a permanent basis, offering lunch, and dinner, along with pre-show dining and catering for theatre patrons.
    - ✓ Expanding food and beverage offerings for special events, VIP experiences, and live performances.
    - ✓ Integrating food and beverage into ticketing pricing, and even cultural programs, and performances minimal spending.
2. **Seamless Concession Operations**
    - ✓ Implementing a streamlined service model to optimize efficiency, reduce wait times, and enhance the patron experience.
    - ✓ A state-of-the-art POS system for smooth transactions and customer engagement.

- ✓ Introduction of Self Check out kiosks.
- ✓ Ensuring all operations comply with local health codes, safety regulations, and licensing requirements.
- ✓ Adding new services, and clients' accommodations both will generate new revenue but also will more greatly cater to the needs of public.

3. **Revenue Growth & Sustainability**
   - ✓ Implementing innovative sales strategies, including sponsorship-driven promotions, VIP beverage experiences, and interactive concession offerings.
   - ✓ Developing a flexible revenue-sharing model that ensures financial success for both the concessionaire and the theatre.
   - ✓ Exploring partnerships with local businesses to enhance the concession offerings while supporting local businesses.
   - ✓ Adding theater gift shop, photobooth, and full-scale black box operations.
   - ✓ Adding own show production, and youth theater programming.
4. **Supporting Theatre & Community Engagement**
   - ✓ Engaging with the community by partnering with local artists, schools, and cultural organizations for theater driven events.
   - ✓ Contributing to the theatre's broader goal of becoming a leading cultural and educational institution within the community.
5. **Operational Excellence & Customer Satisfaction**
   - ✓ Maintaining high service and an elevated and enjoyable experience for all guests.
   - ✓ Training and managing a professional, customer-oriented concession staff.
   - ✓ Implementing guest feedback mechanisms to continuously improve services and menu offerings.
   - ✓ Becoming financially self-sustainable, while producing maximized revenue for the city of Fort Pierce through revenue share program.
   - ✓ Implement cost cutting and savings program whenever possible for the City of Fort Pirce in order to maximize efficiency while minimizing expenditures.

6. **Strategic Goals & Long-Term Impact**

- ✓ Expanding community access to arts & culture through affordable ticket pricing and outreach programs.
- ✓ Positioning the theatre as a regional entertainment hub with year-round programming.
- ✓ Partnering with local businesses, artists, and schools to enhance economic and cultural development.
- ✓ Utilizing technology and digital marketing strategies to increase audience engagement and ticket sales.
- ✓ Ensuring operational efficiency through facility maintenance, security management, and financial planning.
- ✓ Expending educational programming within the theater, making it an approachable community hub for art, music, dance, theater, media, food and cultural center of our next generation.

In conclusion HZIP LLC is prepared to transform the Sunrise Theatre into a cultural, educational, and economic powerhouse that enriches Fort Pierce and the greater South Florida region. Through strategic programming, strong community engagement, and innovative financial strategies, we will ensure the theatre remains a world-class performing arts venue for years to come.

Security Plan for the Management and Operation of the Fort Pierce Sunrise Theatre

HZIP LLC is committed to ensuring the safety and security of all patrons, performers, and staff at the Fort Pierce Sunrise Theatre. Our approach includes contracting law enforcement and private security personnel as required by the RFP, implementing comprehensive security protocols, and integrating industry best practices to maintain a secure environment for all events. The security levels will be adjusted based on event type, audience size, and risk factors. For a 1,200-person venue, HZIP LLC will deploy trained security personnel following these guidelines:

Standard Events (Theatrical Performances, Concerts, Comedy Shows, etc.)

- 1 security officer per 300-350 guests → 4 security personnel minimum
- 1 security supervisor overseeing the team
- 1-2 front-of-house personnel for entry screening (bag checks, ticket verification)

High-Risk or Large Events (Celebrity Performances, Political Events, Alcohol-Served Events)

- 1 security officer per 150-200 guests → 8 security personnel minimum
- 2-3 armed off-duty law enforcement officers (if required by City regulations)
- Additional bag checkers, metal detectors, and perimeter patrols

Emergency & Crisis Situations (Evacuation, Medical, Active Threat Response)

- Trained security teams on-site
- Coordination with local law enforcement and EMS for rapid response
- Clearly defined exit routes and emergency drills for staff

Entry & Exit Management

- Controlled access points with security personnel stationed at entrances/exits.
- Bag checks and ticket verification at all public entry points.
- Crowd control measures to prevent bottlenecks and maintain orderly movement.

Patron & Performer Protection

- Backstage security to restrict access to authorized personnel only.
- Dedicated VIP and high-profile guest protection when necessary.

- Monitoring of high-traffic areas (restrooms, bars, seating sections).

Emergency Preparedness & Crisis Response

- Coordination with Fort Pierce PD, Fire Department, and EMS for emergency planning.
- Regular security drills and training sessions for all theatre staff.
- Implementation of an emergency evacuation plan with clear exit signage and staff training.

Advanced Security Technology

- Two-way radio communication system for security staff and management.
- Metal detectors and bag scanners for high-risk events if necessary.

Compliance & Coordination with Law Enforcement

- Hiring and training licensed security personnel from reputable private security firms.
- Contracting off-duty law enforcement officers for high-profile and high-risk events.
- Coordinating with City of Fort Pierce emergency services for event-specific security needs.
- Ensuring all security staff are trained in crowd management, conflict resolution, and emergency response**.**

To Hzip LLC Security is one of the top priorities in management of the Sunrise Theatre. By implementing strategic security staffing, advanced surveillance technology, emergency preparedness, and law enforcement coordination, we will create a safe, welcoming, and well-managed venue for all patrons, performers, and staff. Our approach meets and exceeds industry standards to ensure that the Sunrise Theatre remains a secure and thriving entertainment destination.

Scope of Services

HZIP LLC will deliver comprehensive management and operational services for the Fort Pierce Sunrise Theatre, ensuring seamless venue operations, high-quality guest experiences, and financial sustainability. Our approach integrates facility maintenance, event programming, customer engagement, marketing, security, and concession services, making the Sunrise Theatre a premier cultural destination. HZIP LLC will ensure the highest standards of facility upkeep, preserving the theatre's historical integrity, functionality, and guest comfort.

Maintenance

- ✓ Regular cleaning and sanitation of all public areas, backstage, dressing rooms, seating areas, restrooms, and concession stands.
- ✓ Scheduled preventative maintenance of theatre infrastructure, lighting, sound systems, HVAC, and seating.
- ✓ Immediate response to maintenance requests, emergency repairs, and equipment malfunctions to avoid disruptions.
- ✓ Compliance with ADA and safety regulations, ensuring accessibility for all patrons.

Programming and Event Management

- ✓ Booking Broadway-style performances, concerts, comedy shows, and cultural showcases.
- ✓ Developing exclusive in-house productions, including adaptations like *The Orange Orchard*.
- ✓ Launching an annual Youth Production Initiative, engaging 100+ students in a full-scale theatrical production.
- ✓ Hosting local talent showcases, film screenings, and interactive arts experiences.
- ✓ Aligning programming with the South Florida Infinite River Gala (SO-FLO-W) to expand the theatre's regional impact.

Ticketing and Customer Relations

- ✓ Managing online and in-person ticket sales, subscriptions, and VIP memberships.
- ✓ Providing dynamic pricing strategies for general admission, group sales, and season packages.
- ✓ Offering mobile and digital ticketing solutions to streamline entry and minimize wait times.
- ✓ Implementing a customer engagement strategy through loyalty programs, discounts, and community initiatives.

Marketing and Sponsorship Plans

- ✓ Targeted digital and traditional marketing campaigns promoting shows, events, and educational programs.
- ✓ Strategic social media engagement to build a loyal community and expand outreach.
- ✓ Partnerships with corporate sponsors, local businesses, and cultural organizations to fund special programs and productions.
- ✓ Community engagement initiatives, including behind-the-scenes content, artist interviews, and theatre-related storytelling.
- ✓ Promotional events and exclusive experiences to attract new audiences and retain loyal patrons.

Food and Beverage Concessions

- ✓ Managing Black Box Café on a permanent basis, offering breakfast, lunch, and dinner alongside live entertainment.
- ✓ Expanding pre-show and VIP dining experiences, tailoring menus to comedy nights, concerts, and themed performances.
- ✓ Implementing eco-friendly and locally sourced concession offerings.
- ✓ Providing catering services for private events, fundraisers, and corporate functions.

Financial and Administrative Operations

- ✓ Budget development and revenue forecasting to ensure financial sustainability.
- ✓ Implementing a flexible revenue-sharing model, maximizing profitability for both HZIP LLC and the City of Fort Pierce.
- ✓ Managing grant applications and fundraising initiatives to support community programs and theatre improvements.
- ✓ Maintaining transparent financial reporting and compliance with city, state, and federal regulations.
- ✓ Overseeing human resources, staff training, and operational administration to ensure excellence in service delivery.

In conclusion through expert facility management, curated programming, guest-focused services, and strategic financial operations, HZIP LLC will transform the Sunrise Theatre into a thriving cultural hub, ensuring its artistic, economic, and community-driven success for years to come.

Operational Plan for Sunrise Theatre

HZIP LLC has developed a financially sustainable model for managing and operating the Sunrise Theatre, ensuring consistent revenue growth and operational efficiency while minimizing risks to the City of Fort Pierce.

Projected Budget Breakdown

Year	Projected Gross Revenue	Adjusted Operating Expenses	HZIP Performance Bonus	City Revenue Share (F&B+ Gift Shop 15%)	Updated Net Revenue
Year 1	$3,500,000	$3,100,000	N/A	$157,500	$242,500
Year 2	$4,500,000	$3,500,000	N/A	$202,500	$797,500
Year 3	$6,000,000	$4,200,000	$600,000 (10%)	$270,000	$930,000
Year 4	$8,000,000	$5,300,000	$1,200,000 (15%)	$360,000	$1,140,000
Year 5	$9,000,000	$6,000,000	$1,350,000 (15%)	$405,000	$1,245,000

Revenue Sources

✔ Ticket sales & subscriptions (60%)
✔ Concessions & dining services (20%)
✔ Sponsorships, grants & private event rentals (15%)
✔ Merchandising & educational programs (5%)

Operational Focus

- **Year 1-2:** Building audience engagement, refining marketing strategy, optimizing operational costs.
- **Year 3-5:** Expanding programming, increasing sponsorships, and reaching full-scale operations.

30/90/120-Day Transition Plan

Phase 1: 30-Day Transition Period

✓ Meet with City officials and stakeholders to align expectations.
✓ Conduct a full facility assessment for maintenance needs.
✓ Secure all necessary licenses, permits, and insurance coverage.
✓ Develop a hiring/firing plan and begin recruitment for key positions.
✓ Launch initial marketing Rebranding campaigns.

Phase 2: 60 Days Transition Period

✓ Identify opportunities for cost optimization and efficiency improvements.
✓ Streamline operational expenses to enhance financial sustainability.
✓ Evaluate budget allocations to maximize resource utilization and reduce unnecessary expenditures.
✓ Implement targeted cost-saving measures while maintaining high-quality service delivery.
✓ Enhance financial efficiency through strategic expense management and operational refinements.
✓ Optimize budgetary allocations to ensure long-term financial stability and operational effectiveness.

Phase 3: 90-Day Transition Period

✓ Implement staff training programs for customer service, safety, and ticketing.
✓ Begin facility upgrades, and refinishing based on initial assessment.
✓ Establish partnerships with sponsors and corporate donors.
✓ Introduce new food & beverage services and optimize concessions.
✓ Execute first major events, including live performances and community nights.

Phase 4: 120-Day Full Activation

✓ Finalize long-term artist and performance contracts.
✓ Implement advanced marketing strategies, including local influencer partnerships.
✓ Launch subscription and membership programs for frequent patrons.
✓ Conduct an operational review to ensure smooth ongoing operations.
✓ Begin New format Cafe operations.
✓ Finish reorganization process, produce a summary report with outlined plan for the year, and current achievements of improvements and savings.

✓Begin programming classes.

Organizational Chart

General Manager

|

├── ***Programming Director***

│ ├── Event Staff

│ ├── ***Programs Coordinator***

├── Marketing & Sponsorship Coordinator

│ ├── Social Media Manager

│

│

├── Box Office & Customer Relations Manager

│ ├── Ticketing Staff

│

├── Technical Director

│ ├── Lighting & Sound Technicians

│

├── Food & Beverage Manager

│ ├── Concessions Staff

│

├── Security & Compliance Officer

│ ├── Security Personnel

│

├── Maintenance & Janitorial Staff

Key Staffing Positions

Position	Responsibilities	Number of Staff
General Manager	Oversee all operations, financial management, and	1

Position	Responsibilities	Number of Staff
	event coordination	
Programming Director	Curate and book performances, manage artist relations	1
Programs Coordinator	Curates all afterschool programming, camps, dance, art, vocal, stage direction classes.	1
Marketing Coordinator	Oversee advertising, social media, sponsorship outreach, and digital promotions	1
Box Office & Customer Relations Manager	Oversee ticketing operations and customer service	1
Technical Director	Manage stage, lighting, and sound equipment	1
Food & Beverage Manager	Oversee concessions, catering, and bar services	1
Security & Compliance Officer	Coordinate security personnel and safety protocols	1
Maintenance & Janitorial Staff	Ensure cleanliness, minor repairs, and facility upkeep	1
Event Staff (Seasonal/Part-Time)	Ushers, bartenders, stage crew	8-10 (as needed)

Facility Maintenance & Upgrades

✓ Conduct quarterly inspections to ensure proper maintenance of the venue.
✓ Implement a preventative maintenance program to minimize long-term repair costs.
✓ HZIP LLC will cover all minor repairs under $5,000 per month to ensure uninterrupted operations.
✓ Conduct monthly pest control to maintain hygiene and safety standards.
✓ Upgrade to energy-efficient LED lighting and HVAC optimization systems to reduce utility costs.
✓ Implement water-saving fixtures in restrooms and kitchen areas to lower operational expenses.

✓ Utilize remote facility monitoring systems for security, lighting, and energy efficiency.
✓ Develop detailed load-in/load-out logistical plans to reduce setup time and labor costs.

Inventory & Supply Chain Management

✓ Establish partnerships with local vendors and suppliers for food, beverage, and merchandise.
✓ Optimize inventory levels using data analytics to reduce waste and maximize profitability.
✓ Introduce a digital POS system and self-checkout kiosks to streamline transactions.
✓ Add a gift shop to generate additional revenue and promote branded merchandise.
✓ Implement a dynamic pricing strategy for concessions and merchandise during peak hours.
✓ Leverage bulk purchasing agreements for concessions and theater supplies to reduce costs.
✓ Expand storage optimization for stage equipment, costumes, and merchandise.

Enhancing Operational Efficiency

To increase profitability and reduce operational costs, HZIP LLC will implement the following efficiency measures:

1. Comprehensive Scheduling & Communication – Implement integrated scheduling systems for real-time updates across departments to ensure seamless operations.
2. Preventive Maintenance & Safety – Strict adherence to routine maintenance schedules to minimize unexpected repairs and extend equipment lifespan.
3. Energy Efficiency Measures – Upgrade to LED lighting, install HVAC optimization systems, and introduce smart energy monitoring for maximum savings.
4. Data-Driven Audience Engagement – Use analytics and targeted marketing to maximize ticket sales and increase audience retention.
5. Sustainable Practices – Implement waste reduction, recycling programs, and eco-conscious materials across all operations.
6. Smart Staffing & Scheduling – Optimize staff allocation based on event demand, reducing unnecessary labor costs while maintaining service quality.
7. Applying Coast cutting measures to balance the budget.

In conclusion HZIP LLC's Operational Plan ensures a smooth transition, structured staffing, and sustainable management of the Sunrise Theatre by implementing following :
✔ World-class facility upgrades
✔ Strategic hiring and staff development
✔ Financially sound revenue models
✔ Self-produced events to increase revenue

✔ Best industry practices to optimize operations

We will transform Sunrise Theatre into a premier entertainment and cultural hub in Fort Pierce while ensuring financial sustainability and long-term success.

Marketing Strategy

A multi-platform marketing approach will be implemented to maximize audience engagement, ticket sales, and community outreach.

Digital Marketing & Social Media Engagement

✅ **Website Optimization & SEO Strategy**

- Maintain a fully responsive, mobile-friendly website with easy ticket purchasing.
- Implement SEO strategies to improve visibility in local and regional searches.
- Utilize Google Ads, Facebook Ads, and retargeting campaigns to drive ticket sales.

✅ **Social Media Presence & Content Creation**

- Open and manage accounts on Facebook, Instagram, Twitter, TikTok, YouTube, and LinkedIn.
- Create an exclusive social media promotions and content.
- "Day in the Life of a Performer" Video Series: Create mini documentaries featuring actors, musicians, and production staff.
- Behind-the-scenes footage, live Q&A sessions, and countdown teasers for upcoming events.
- Produce original content filmed at Sunrise Theatre, promoting Fort Pierce and its residents.
- Leverage influencer partnerships with local artists and performers.
- Have open two-way communication with patron for instant feedback.

✅ **Email & Loyalty Programs**

- Develop an email newsletter with event updates, presale tickets, and exclusive offers.
- Create a loyalty rewards program for frequent patrons.

✅ **Podcast & Online Radio Programming**

- Launch a Fort Pierce theatre podcast featuring interviews with artists, behind-the-scenes insights, and local arts discussions.

Print & Grassroots Marketing

✅ **Print Advertising & Direct Mail Campaigns**

- Utilize local newspapers, tourism magazines, and playbills for event promotions.
- Design and distribute flyers, posters, and brochures across Fort Pierce and surrounding areas, to promote our events.
- Partner with local businesses and hotels to feature exclusive promotional materials.

✅ **Community-Based Marketing & Outreach**

- Mobile Box Office Pop-Ups at farmers' markets, festivals, and city events for direct engagement.
- Cross-promote with other HZIP LLC venues to expand audience reach.

✅ **Local Business Sponsorship Packages**

- Partner with banks, law firms, healthcare providers, and major employers for sponsorships.
- Offer tiered sponsorship options, including events, banners, and premium pre shows advertising spots.
- Employee tickets and programs discounts.

✅ **Government & Nonprofit Grants**

- Apply for National Endowment for the Arts (NEA) grants and Florida Division of Cultural Affairs funding.
- Secure arts education and youth engagement grants for theatre programming.

✅ **Community-Focused Philanthropy & Foundations**

- Work with cultural institutions and charitable foundations to fund youth and underserved audience access programs.

Community Engagement Initiatives

✓ **Annual Theatre Festival & Competitions**

- Partner with local schools and universities, art schools and dance program to provide opportunities for students to showcase their talents.
- Organize city-wide music and dance competitions, with winners performing at the Sunrise Theatre.

✓ **Educational Workshops & Internship Programs**

- Create a digital media program as part of the theatre's educational curriculum.
- Offer theatre production, and media workshops in collaboration with local schools.
- Establish an internship program for college students to gain hands-on experience.
- Organize Summer Camps that would include access to the summertime concerts, shows, Q&A, lectures, and creative, educational programming.

✓ **Discounted & Free Ticket Programs**

- Offer family and senior discounts, student and municipal employee discounts.
- Provide free or subsidized tickets for low-income families and veterans through sponsorships and grants.

Cultural Events & Public Engagement

✓ **SO-Flow (South Florida Infinite River Gala)**

- Sunrise Theatre will serve as a performance venue for SO-Flow, creating a unique performance arts experience blending dance, music, light, and language.
- This immersive event will highlight cultural diversity and showcase artistic innovation in Fort Pierce.
- The gala will incorporate local talent, digital projections, and multi-sensory elements to create a one-of-a-kind performance.

✓ **Local Content Production & Promotion**

- Produce original theatre-related content featuring Fort Pierce artists, businesses, and community stories.
- Promote local events through collaborative marketing with city officials and tourism boards.

✓ **Café & Entertainment**

- Transform the Black Box into a full-time food & beverage establishment, serving lunch and dinner.

Monday-Thursday: Karaoke, poetry readings, stand-up comedy, and spoken word performances.
Weekends: Live music performances, improv nights, Bingo.

Implementation Timeline

Phase	Key Initiatives	Timeline
Phase 1: Pre-Launch (First 3 Months)	Launch website & social media, start sponsorship outreach, establish partnerships.	Months 1-3
Phase 2: Audience Development	Initiate loyalty program, create original content, launch digital ad campaigns.	Months 3-6
Phase 3: Community Integration	Organize public events, start theatre festival planning, expand sponsorships.	Months 6-9
Phase 4: Full Activation	Implement ticket discounts, establish internship programs, roll out full-scale marketing.	Months 9-12

Expected Outcomes & Goals

 Increase theatre attendance by 30+% in the first two years through digital & grassroots marketing.
 Grow Sunrise Theatre’s digital presence, with 5,000+ followers across platforms within the first two year.
 Generate $400K+ in sponsorship revenue within the first two years.
 Engage over 100+ local students annually through education programs and camp.
 Establish Fort Pierce as a regional cultural hub, making the Sunrise Theatre a must-visit arts destination.

IN conclusion HZIP LLC is committed to expanding the visibility and impact of the Sunrise Theatre through an innovative and strategic marketing approach. By combining digital engagement, sponsorship outreach, and community-driven initiatives, we will ensure that the theatre thrives as a premier entertainment venue and cultural powerhouse in Fort Pierce.

Fort Pierce Legal and Regulatory Compliance for Sunrise Theatre

HZIP LLC is fully committed to complying with all local, state, and federal regulations required to operate Sunrise Theatre in Fort Pierce, FL. Ensuring regulatory compliance, safety, and operational excellence is fundamental to delivering a world-class entertainment experience while preserving the historical and cultural significance of the theatre. HZIP LLC will secure and maintain all necessary licenses, certifications, and permits to uphold the highest standards of safety, legal compliance, and operational integrity.

State of Florida Regulations

✔ Obtain and maintain all required business and entertainment venue licenses from the State of Florida to legally operate the theatre.
✔ Secure a Florida Sales Tax Permit for proper tax collection and reporting in compliance with the Florida Department of Revenue.

✔ Comply with Florida Department of Business & Professional Regulation (DBPR) codes for public entertainment venues.
✔ Maintain audience safety protocols, including maximum occupancy limits, ADA accessibility, and emergency exit compliance.
✔ Implement contractor licensing requirements for any structural or operational modifications to the facility.

✔ Obtain and comply with all necessary alcohol service permits from the Florida Division of Alcoholic Beverages and Tobacco.
✔ Adhere to age verification laws and implement responsible alcohol service training for all staff.

City of Fort Pierce & St. Lucie County Requirements

✔ Adhere to all municipal zoning, noise ordinance, and land use regulations governing theatre operations.
✔ Comply with St. Lucie County's health and safety regulations for public entertainment venues.

Fire Safety & Emergency Preparedness

✔ Work with the Fort Pierce Fire Department to ensure:

- Compliance with fire codes, including emergency exits, fire extinguishers, and suppression systems.
- Annual inspections of stage rigging, ventilation, and fire suppression systems.
- Employee training on fire safety, evacuation protocols, and emergency response procedures.

Federal Regulations & OSHA Compliance

✔ Ensure compliance with the Americans with Disabilities Act (ADA) for audience accessibility.
✔ Implement sanitation and safety protocols in accordance with the FDA's entertainment venue guidelines.

✔ Implement workplace safety measures to protect employees from hazards related to stage operations, rigging, and event logistics.
✔ Conduct OSHA-compliant staff training programs covering:

- Slip, trip, and fall prevention.
- Safe operation of lighting, sound, and stage equipment.
- Proper handling of cleaning chemicals and hazardous materials.

Health, Sanitation, and Environmental Safety Measures

Theatre Cleanliness & Hygiene Standards

✔ Require all food service and concessions staff to obtain ServSafe or equivalent food handler certifications.
✔ Implement strict sanitation protocols for all theatre areas, including:

- Daily deep cleaning of seating areas, lobbies, and backstage spaces.
- Hand sanitizing stations for staff and patrons.
- Strict hygiene policies for concessions and bar staff.

Waste Management & Sustainability Initiatives

✔ Implement a zero-waste initiative by integrating:

- Recycling programs for paper, glass, and aluminum.
- Partnerships with local businesses to repurpose excess materials.
- Use of biodegradable and eco-friendly packaging for concessions.

✔ Introduce energy-efficient practices, including:

- LED stage lighting to reduce electricity consumption.
- Smart temperature control systems for cost-effective HVAC management.
- Motion-activated lighting in low-traffic areas.

Employee Training & Certification Requirements

Staff Training & Compliance Programs

✔ Require all employees to complete:

- Florida-mandated alcohol service and food safety training.
- Customer service excellence workshops to maintain high hospitality standards.
- Emergency response and first aid training to ensure staff readiness for potential incidents.

✔ Conduct quarterly refresher courses on:

- Health & sanitation updates.
- Fire safety & emergency preparedness.
- Theatre security protocols & active threat response.

Insurance & Liability Coverage

HZIP LLC will maintain comprehensive insurance coverage to protect the business, employees, and patrons, including:

✔ General Liability Insurance – Covers patron injuries, property damage, and other liabilities.
✔ Workers' Compensation Insurance – Provides protection for employees in the event of workplace accidents.
✔ Liquor Liability Insurance – Covers alcohol-related incidents or claims.
✔ Property & Equipment Insurance – Covers sound systems, lighting, furniture, and theatre infrastructure.

Historic Preservation & Cultural Compliance

Since Sunrise Theatre is a historic landmark, all renovations, signage, and operational changes will:
✔ Comply with state and municipal historic preservation laws.
✔ Obtain approval from the City of Fort Pierce and historical preservation authorities before making structural or aesthetic modifications.
✔ Ensure that all changes maintain the theatre's historical integrity while modernizing operations for a world-class entertainment experience.

Commitment to Continuous Compliance & Legal Updates

✔ Conduct regular compliance audits to ensure adherence to:

- State health and safety codes.
- Federal workplace safety regulations.
  ✔ Collaborate with regulatory authorities to stay updated on policy changes and new industry standards.
  ✔ Provide annual staff compliance training and policy updates to ensure the theatre remains in full legal and ethical standing.

HZIP LLC is dedicated to operating Sunrise Theatre with the highest level of legal and regulatory compliance. By adhering to all local, state, and federal laws, we will:
✔ Ensure safety, sanitation, and environmental responsibility.
✔ Maintain a secure, legally compliant workplace for employees.
✔ Preserve the historic and cultural integrity of the theatre.
✔ Deliver an exceptional entertainment experience for Fort Pierce.

By staying proactive in compliance, training, and sustainability, Sunrise Theatre will set the standard for legally compliant, financially responsible, and culturally significant entertainment.

Financial Proposal

HZIP LLC proposes a sustainable and mutually beneficial financial structure that ensures a steady revenue stream for the City of Fort Pierce while allowing for long-term growth and financial sustainability. Our model is designed to outperform industry standards by providing guaranteed revenue and reinvesting directly into the Sunrise Theatre's success.

Key Financial Terms

1. **$120,000 Annual Management Fee**
    - HZIP LLC will receive a flat management fee of $120,000 per year to oversee the full operation of the Sunrise Theatre.
    - This ensures high-quality professional management while maintaining financial sustainability.
2. **Ticket Sales Performance-Based Compensation for HZIP LLC**
    - HZIP LLC will receive 10% of total gross ticket sales revenue between $6 million and $8 million per year.
    - HZIP LLC will receive 15% of total gross ticket sales revenue between $8 million and $11 million per year.
    - HZIP LLC will receive 18% of total gross theater ticket sales revenue above $12 million per years.

This performance-based structure incentivizes strong financial growth and operational efficiency, while maximizing use of the theater, and there for accelerating communal cultural foundation while ensuring that HZIP LLC is fully invested in the success of the Sunrise Theatre.

3. **15% Gross Revenue from Food, Beverage, and Gift Shop Sales to the City of Fort Pierce.**
    - The city will receive 15% of gross revenue from all food, beverage, and gift shop sales.
    - This ensures additional revenue for the city while allowing HZIP LLC to enhance concession operations and merchandise offerings.
4. **Minor Repairs & General Liability Insurance**
    - HZIP LLC will take full responsibility for any minor repairs and maintenance costing under $4,000 per month.
    - This reduces the financial burden on the City while keeping the venue in optimal condition.

Revenue Projections

Based on comparable venues in Florida, the following projections outline estimated revenue growth over the first five years:

Year	Projected Gross Revenue	HZIP LLC Performance-Based Compensation	**Food Revenue **	**Gift Shop Revenue **	15% F&B & Gift Shop Share to City
Year 1	$3,500,000	N/A	$875,000	$175,000	$157,500
Year 2	$4,500,000	N/A	$1,000,000	$200,000	$202,500
Year 3	$6,000,000	$600,000 (10%)	$1,500,000	$300,000	$270,000
Year 4	$8,000,000	$1,200,000 (15%)	$2,000,000	$400,000	$360,000
Year 5	$9,000,000	$1,350,000 (15%)	$2,250,000	$450,000	$405,000

- **Revenue sources include:**
    - Ticket sales & subscriptions (approx. 60% of total revenue).
    - Concessions & dining services, (approx. 20%).
    - Sponsorships, grants & private event rentals (15%).
    - Merchandising & educational programs (5%).
- **Projected annual revenue growth:**
    - Year 1-2: Establishing operations, building brand recognition, and audience engagement.
    - Year 3-4: Expansion of programming, increased ticket sales, and higher revenue-sharing contributions.
    - Year 5+: Full-scale operations reaching peak financial sustainability.

HZIP LLC presents a highly competitive financial offer that combines direct financial benefits to the City of Fort Pierce with long-term financial sustainability. Our model ensures profitable growth, efficient operations, and economic prosperity, and most importantly making the Sunrise Theatre a thriving entertainment and cultural destination for years to come, a cultural impact that will have enormous benefits for the community.



SO-FLO-W Gala: A Cultural Landmark in the Making

The SO-FLO-W Gala (South Florida Infinite Cultural River) is a multi-day flagship event celebrating art, music, and cultural diversity while driving economic growth and community engagement. Inspired by the flow of the Stranahan River, this event (as opposed to fest-ival) embodies the movement of creative freedom and spiritual connection, bringing together world-class performances, immersive art installations, and vibrant storytelling to position South Florida as a premier cultural destination that would allow reach cultural tapestry of local artist and musicians to share their vision, music and inspiration. Based on distinctively native musical genres such (Gossip, Soul, Jazz, Electronic and Island influences. SO-FlO-W will embed all the best South Florida's distinctive culture has to offer to the world.

Key Objectives: Why SO-FLO-W?



1. Driving Tourism During the Off-Season

✔ **Strategic Scheduling** – Positioned between July and September, a historically slower period for tourism, to bring increased foot traffic, hotel stays, and economic activity to the region.
✔ Multi-Venue Impact – Activating multiple locations to encourage extended visitor stays, benefiting local businesses, hotels, and restaurants.

2. 2 Year Growth Strategy for Long-Term Success

✔ Year 1: Foundation & Partnerships – Establish partnerships with local government, businesses, cultural institutions, and sponsors to build credibility and secure initial funding.
✔ Year 2: Expansion & Community Buy-In – Develop marketing collaborations, expand sponsorships, and introduce cross-promotional partnerships with local festivals and venues.
✔ Year 3: SO-FLO-W as a Cultural Institution – Position the gala as a financially sustainable, community-supported festival, akin to the Fort Lauderdale Film Festival, securing regional and national recognition.

3. Establishing SO-FLO-W as a Signature Cultural Event

✔ Bringing together South Florida's artistic influences into one singular experience.
✔ Financially Sustainable & Community-Backed – Supported by public-private partnerships, ticketed experiences, sponsorships, and grant funding, ensuring long-term viability.

The Experience

SO-FLO-W is not just an event—it's a multi-sensory cultural journey, featuring:

Multi-Genre Music Performances – From jazz and Latin beats to electronic and classical, featuring local and international artists.
Interactive Art & Digital Installations – Projection mapping, immersive storytelling, and collaborative art spaces.
Synchronized Drone & Light Shows – Stunning visual storytelling inspired by the flow of water and cultural unity.
Cultural Storytelling & Performances – Theatrical and spoken-word pieces reflecting the region's history and multicultural identity.
The River Market – A curated marketplace featuring artisan crafts, sustainable fashion, and local cuisine.

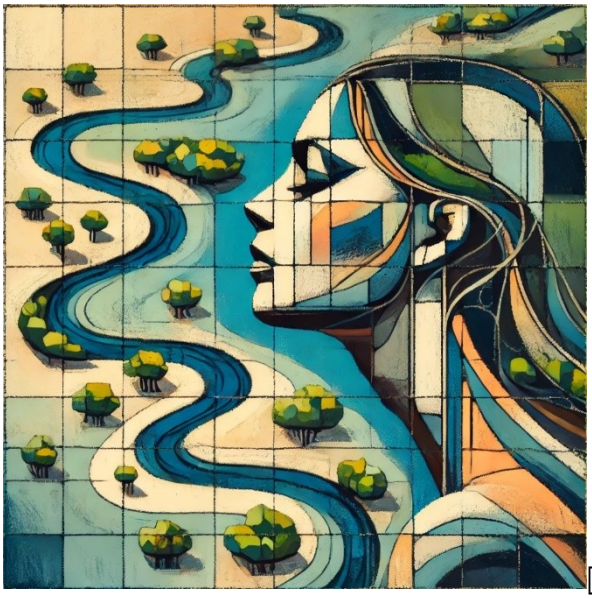
Execution Strategy

1. By Building a Strong Network – Engaging local institutions, universities, and arts organizations to develop programming and secure long-term partnerships.
2. Cross-Promotion & Marketing Power – Partnering with regional festivals, tourism boards, and hospitality groups to maximize visibility.
3. Funding & Sponsorship Strategy – A mix of public grants, private sponsorships, ticket sales, and local business investment ensures financial sustainability.
4. Community Involvement – Volunteer programs, artist collaborations, and vendor participation to create shared ownership of the festival.

A Legacy in the Making

Our goal is to establish SO-FLO-W as South Florida's defining cultural event, like how the Fort Lauderdale Film Festival has become a premier cinematic showcase. By forging alliances, securing financial backing, and developing a long-term marketing presence, we will position SO-FLO-W as a must-attend annual event for both residents and tourists.
✔ Year 1 (Pilot Event & Partnerships) – Introduce SO-FLO-W with smaller events and strategic marketing.
✔ Year 2 (Growth & Expansion) – Increase visibility, deepen sponsor relationships, and broaden programming.
✔ Year 3 (Cultural Institution Status) – Cement SO-FLO-W as a culturally and financially sustainable event with national recognition.





 Join the Flow: Shape the Future!

Summary of Commitment – Sunrise Theatre, Fort Pierce

HZIP LLC is honored to present a comprehensive vision for the transformation and management of the Sunrise Theatre in Fort Pierce, Florida. Our proposal reimagines the Sunrise Theatre as a premier entertainment and cultural hub, seamlessly blending high-class performances, innovative educational initiatives, and a thriving hospitality experience. Our mission is to preserve the theatre's historic legacy while expanding its role in community engagement, economic development, and creative expression. Through a dynamic programming model, diverse revenue streams, and a deep commitment to community-driven initiatives, HZIP LLC will ensure that Sunrise Theatre thrives as a financially sustainable and artistically vibrant destination.

✔ Transforming Sunrise Theatre into a Leading Cultural Destination

- Curating a high-class entertainment lineup, including Broadway-style productions, exclusive in-house shows, music concerts, and multicultural performances.
- Producing original works and hosting renowned touring productions to position the theatre as a regional and national arts venue.
- Partnering with SO-FLOW (South Florida Infinite River Gala) to bring immersive artistic experiences combining music, dance, light, and storytelling to Fort Pierce.
- Establishing a signature youth production program, where 100+ students annually participate in building a theatrical production from scratch.

✔ Enhancing Community Access & Educational Programs

- Converting underutilized spaces into educational classrooms, rehearsal areas, and multimedia production studios.
- Implementing a comprehensive after-school and summer program, offering classes in:
    - Acting, directing, stagecraft, sound and lighting, social media and TV production, ballet, and vocal performance.
    - Internship and mentorship opportunities through the Resident Artists Program in partnership with local schools and universities.
    - Hosting an Annual Theatre Festival & Competitions, engaging students, local artists, and community talent.

✔ **Expanding Hospitality & Guest Experience**

- Elevating the theatre's food & beverage program with a full-service café and lounge, pre-show dining options, and craft cocktail experiences.
- Operating the Black Box Café as a permanent restaurant, offering lunch, and dinner while doubling as a performance space for live music, poetry readings, and comedy nights.
- Introducing a VIP lounge experience for premium ticket holders, sponsors, and corporate partners.

✔ **Driving Economic Growth & Financial Sustainability**

- Implementing an innovative revenue model, ensuring financial success while maximizing community reinvestment:
    - Revenue-sharing model with the City of Fort Pierce, generating direct financial benefits for local development.
    - Sponsorships & grants to expand programming and reduce financial barriers for underprivileged audiences.
    - Establishing a gift shop featuring theatre merchandise, memorabilia, and local artisan goods.
- Repurposing unused spaces into creative workspaces, generating additional revenue and supporting local artists.

✔ **Strengthening Fort Pierce's Cultural Identity**

- Enhancing digital media presence by creating original theatre content, podcasts, and behind-the-scenes vlogs to connect with new audiences.
- Hosting mobile box office activations at farmers' markets, festivals, and local events to engage the community.
- Providing student, senior, and municipal employee discounts, along with veteran outreach programs to make theatre experiences more accessible.

✔ **Ensuring Operational Excellence & Safety**

- Maintaining top-tier facility operations, including:
    - Regular inspections and preventative maintenance to minimize operational costs.
    - Security personnel and emergency preparedness plans for large-scale events.
    - Technology-driven efficiency, including digital ticketing, POS self-checkout kiosks, and data-driven marketing strategies.

Financial Commitment & Revenue Growth

To ensure long-term financial success and maximize City revenue, HZIP LLC's proposal includes:

- $120,000 annual management fee to oversee full operations of the theatre.
- Performance-based revenue model ensuring HZIP LLC's financial incentives align with theatre success.
- City revenue share from food, beverage, and merchandise sales, generating steady municipal income.
- Investment in self-produced productions, increasing in-house revenue potential.

HZIP LLC is committed to making Sunrise Theatre more than just a venue—it will be a beacon of creativity, community, and economic vitality in Fort Pierce. By leveraging cutting-edge arts programming, hospitality innovations, and community-driven initiatives, we will position Sunrise Theatre as the heart of South Florida's performing arts scene. With our proven track record in entertainment, venue management, and cultural programming, we stand fully prepared to elevate Sunrise Theatre into a premier entertainment powerhouse known beyond Fort Pierce.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

HZIP LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . **C**

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

222 SE 2ND TER

6 City, state, and ZIP code

DANIA BEACH FL 33004

Requester's name and address (optional)

7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

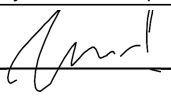
9	3	–	3	2	2	4	5	4	6

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. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 01/20/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/16/2024

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

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

PRODUCER

Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 **FAX (A/C, No):**
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company, Inc.	12831
INSURER B : The Pie Insurance Company	21857
INSURER C : GEICO Marine Insurance Company	37923
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

HZIP LLC
300 N Beach Rd
Dania Beach, FL 33004

COVERAGES **CERTIFICATE NUMBER:** 331876599 **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:	X		NXTLJTCP3J-00-GL	11/15/2024	11/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000.00 $100,000.00 $5,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00 $
C	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			9300071559-6	11/15/2024	11/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	X		NXTLJTCP3J-00-GL	11/01/2024	11/01/2025	EACH OCCURRENCE AGGREGATE $	$ 2,000,000.00 $ 2,000,000.00 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC PI 1645045-000	11/01/2024	11/01/2025	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 500,000 $ 100,000

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

The Certificate Holder is Mecklenburg County . This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy with respect to ongoing operations. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

Mecklenburg County

700 East 4 th Street, 4 th Floor
Charlotte, North Carolina 28202

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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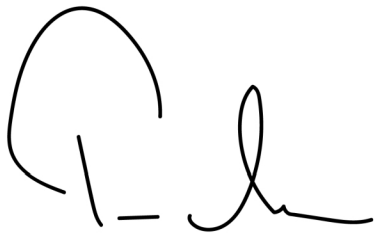
State of Florida

Woman Business Certification

HZIP LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

12/13/2023 to 12/13/2025



J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Company ID Number: 2344344

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and HZIP LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 2344344

Approved by:

Employer HZIP LLC	
Name (Please Type or Print) ILI UMANSKY	**Title**
Signature Electronically Signed	**Date** 12/20/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 12/20/2023

Company ID Number: 2344344

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	UPPERH LLC
Company Facility Address	30 BIRCHSHIRE LANE 1 PALM COAST, FL 32137
Company Alternate Address	
County or Parish	FLAGLER
Employer Identification Number	933224546
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)

Company ID Number: 2344344

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1

Company ID Number: 2344344

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	ILI UMANSKY
Phone Number	8088183888
Fax	
Email	LINABRIGHT2010@GMAIL.COM

Company ID Number: 2344344

This list represents the first 20 Program Administrators listed for this company.

February 28, 2025

CITY OF FORT PIERCE

RFP NO.2025-017

FT. PIERCE SUNRISE THEATRE OPERATONS CONCESSION

The purpose of this addendum is to extend the submission due date from March 5, 2025, to

3:00PM, March 27, 2025

and provide an updated timeline as follows:

RFP Issue Date	January 28, 2025
Pre-Proposal Meeting	February 18, 2025
Deadline for Questions	**March18, 2025**
Proposals Due/Opening	**March 27, 2025**
Evaluation Committee Process Completed	**May 2025**
Commission Approval Rankings	**May 2025**
Negotiations Commence	Immediately after Ranking Approval
Agreement Recommended to Commission	**July 2025**
Anticipated Start of Concession	**August/September 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: Lina Briseño
Typed or Printed

Company Name: MZIP LLC

Address: 222 SE 2nd Ter

Davie Beach FL 33004

Date: 3/10/2025

/gc

EXHIBIT "I"

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: HZIP LLC

Authorized Representative's Name and Title: Lisa Bright owner

Address: 222 SE 2nd Ter

City: Pompano Beach State: FL Zip Code: 33004

Phone Number: 808-480-8800 Email Address: LBRIGHT@HZIP.ORG

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: _____ Lisa Bright owner 5/10/25
Authorized Signature — Printed Name and Title — Date

STATE OF FLORIDA
COUNTY OF FL

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this 10 day of March, 2025 by Lina Borges, who is

☐ personally known or
☒ produced identification (ID produced: DL).

Notary Public Signature: _____ (Seal)

Print Name: ILI UMANSKY My Commission Expires: Oct. 9, 2025

ILI UMANSKY
Notary Public-State of Florida
Commission # HH 183579
My Commission Expires
October 09, 2025

Exhibit "H"

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 RFP No. 2025-017 for **Fort Pierce Sunrise Theatre Operations Concession**

2. This sworn statement is submitted by H ZiP llC
_____(name of entity submitting sworn statement)
whose business address is 222 SE 2nd Ter Davie Beach FL 33004
and (if applicable) its Federal Employer Identification Number (FEIN) is 933224546
_____(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Line Bright my relationship to the entity
(please print name of individual signing)
named above is 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.)**

Exhibit "H"

Signature: _____

Date: 3/10/25

Date:
STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Lisa Brigham who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 10 day of March 2025.

NOTARY PUBLIC SEAL:

ILI UMANSKY
Notary Public-State of Florida
Commission # HH 183579
My Commission Expires
October 09, 2025

My commission expires: Oct 09. 2025

END OF SECTION

QUESTION: Will the concessionaire take over the existing operating bank account or begin their own?

ANSWER: **No, they will need their own bank account.**

QUESTION: In either instance, will the concessionaire begin with an operating cash balance?

ANSWER: **No**

QUESTION: Is there a mortgage or rent, or not applicable due to the building being city owned?

ANSWER: **The building is owned by the City and there is not a mortgage.**

QUESTION: Are there property taxes or not applicable due to the building being city owned?

ANSWER: **Property taxes would not be applicable to the concessionaire.**

All other conditions of this proposal remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: [signature]
Manual

Signature: Line Bright
Typed or Printed

Company Name: H ZIP LLC

Address: 222 SE 2nd RR
Davie Beach FL 33004

Date: 03/20/2025

/lh

March 19, 2025

CITY OF FORT PIERCE

RFP NO. 2025-017

FT. PIERCE SUNRISE THEATRE OPERATIONS CONCESSIONS

ADDENDUM NO. 3

The purpose of this addendum is to provide additional information to proposers, as well as respond to an inquiry received by a potential proposer.

QUESTION: What is Sunrise's fiscal year? It looks like October 1, but can you confirm?

ANSWER: **October 1 - September 30**

QUESTION: Will the concessionaire take over the existing budget mid-year?

ANSWER: **No, they will not take over the existing budget mid-year, they will need their own finances to operate.**

QUESTION: In the proposal, should the year 1 budget be the remainder of 2024 - 2025 or should year 1 be 2025-2026?

ANSWER: **Based on the timeline in Addendum 1, the anticipated start of the concession agreement is August or September, which would require the year 1 budget be 2025-26 to begin on October 1, 2025.**

QUESTION: Will the FPRA financial resource continue year to year? If so, is it a set amount or does it change each year?

ANSWER: **The FPRA allocation will not remain for operating costs beyond this fiscal year.**

QUESTION: Is there a restricted fund that can be used toward operational expenses? If so, is it a set amount each year or is it need-based?

ANSWER: **There is not a restricted account to be used for operational expenses. Currently, there is a restricted account that is used for capital expenses and funds are generated from tickets sales. This is based on the City's ticketing system and only used by the City.**

QUESTION: Are there committed city or state grants beyond this current year?

ANSWER: **No**

structural maintenance. Final responsibilities will be subject to negotiation with the successful proposer.

- **Can the City please clarify how the City would like vendors to submit proposals? The RFP tells vendors to submit via Demandstar on pages one and three, but on page fifteen vendors are told to also ship the following: "(1) original printed proposal, (5) printed copies and a digital copy on a flash drive one (1) electronic version on a USB drive, in a shipping envelope or box clearly labeled Proposal for Sunrise Theatre RFP 25-017…"**
  - Proposals should be submitted electronically via Demandstar website. Please disregard the instructions provided on page fifteen of the proposal document.

Clarifications

- **Liquor License**
  - The Theatre's liquor license is good until March 31, 2026.
- **Post Remediation Verification Certificate, see attached**
- **Air Quality Report, see attached**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: Line Bouffard
Typed or Printed

Company Name: HZiP LLC

Address: 222 SE 2nd TER
Davie Beach FL 33004

Date: 03/17/2025

/gc

Attachments:
Air Quality Results 12.31.24
Budget FY 2025
Post Remediation Verification Certificate
Rigging Inspection Report

RYAN MANAGEMENT GROUP, INC.

March 2, 2025

City of Fort Pierce
100 N. US Hwy 1
Fort Pierce, Fl 34954

Dear Procurement Department,

I am pleased to introduce Ryan Management Group, Inc. (RMG), a Florida-based corporation dedicated to the seamless and professional management of the Sunrise Theatre's daily operations. We are excited about the opportunity to bring our expertise to this esteemed venue and contribute to its continued success.

At the heart of RMG are Bern Ryan and Holland Ryan, seasoned industry professionals with a combined 60 years of experience in successfully managing concerts, festivals, and entertainment venues. Their expertise spans talent booking, contract negotiations, operational logistics, and audience engagement, ensuring that RMG not only meets but exceeds the expectations outlined in the Scope of Work detailed in the proposal.

We understand that the Sunrise Theatre is more than just a venue—it is a cultural landmark that enriches the community with diverse and high-quality entertainment experiences. Our team possesses the skills, strategic vision, and hands-on experience necessary to uphold and elevate its reputation as a premier performing arts destination.

The accompanying proposal outlines our vision for the Sunrise Theatre's continued growth and long-term success. We are confident that RMG is the ideal candidate to lead this endeavor and would welcome the opportunity to further discuss our approach. Thank you for your time and consideration—we look forward to the possibility of partnering with you in shaping the theatre's future.

Sincerely,

Bern Ryan
President

Holland Ryan
CEO

RYAN MANAGEMENT GROUP, INC.

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Sunrise Theatre Proposed Budget 2024/25	Oct 2024/Sept 2025	Oct 2025/Sept 2026	Oct 2026/Sept 2027	Sept2027/Oct 2028	Oct 2028/Sept 2029
Expenses					
Salaries & Wages	$710,000.00	$710,000.00	$735,000.00	$750,000.00	$760,000.00
Accured Compensation	$4,000.00	$4,000.00	$5,000.00	$5,000.00	$5,000.00
Overtime	$5,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00
FICA Taxes	$49,700.00	$50,800.00	$52,000.00	$52,000.00	$52,000.00
Life & Health	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
Dental Insurance	$3,200.00	$3,200.00	$33,000.00	$33,000.00	$33,000.00
Workers Comp	$68,000.00	$70,000.00	$72,000.00	$72,000.00	$72,000.00
Total Personnel Services	$889,900.00	$894,000.00	$953,000.00	$968,000.00	$978,000.00
Operating Expenses					
Legal Fees	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
Accounting & Auditing	$5,000.00	$5,000.00	$5,000.00	$6,000.00	$6,500.00
Misc. Contract Services	$30,000.00	$35,000.00	$35,000.00	$35,000.00	$35,000.00
Custodial	$50,000.00	$60,000.00	$62,000.00	$62,000.00	$62,000.00
House Crew	$60,000.00	$60,000.00	$62,000.00	$62,000.00	$62,000.00
Support Staff	$50,000.00	$60,000.00	$62,000.00	$62,000.00	$65,000.00
Temp Employee Services	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
Security	$60,000.00	$60,000.00	$62,000.00	$65,000.00	$65,000.00
Car Allowance	$0.00				
Travel & Education	$4,000.00	$4,000.00	$5,000.00	$5,000.00	$5,000.00
Hospitality/Entertainmnet	$1,000.00	$1,500.00	$1,800.00	$1,800.00	$1,800.00
Food	$30,000.00	$32,500.00	$35,000.00	$35,000.00	$37,000.00
Transportation	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
Lodging	$500.00	$1,000.00	$1,000.00	$1,500.00	$1,800.00
Communications	$8,000.00	$8,000.00	$8,000.00	$8,000.00	$8,000.00
Freight & Postage	$1,500.00	$2,000.00	$2,200.00	$2,200.00	$2,200.00
Utilitis	$140,000.00	$150,000.00	$155,000.00	$160,000.00	$160,000.00
Equipmnent Rental	$145,000.00	$175,000.00	$175,000.00	$175,000.00	$175,000.00
Audio Gear	$0.00				
Backline	$35,000.00	$35,000.00	$38,000.00	$38,000.00	$38,000.00
Lighting	$5,000.00	$5,000.00	$5,500.00	$5,500.00	$5,500.00
Rigging	$1,000.00	$1,000.00	$1,500.00	$1,500.00	$1,500.00

Visual	$500.00	$1,000.00	$1,500.00	$1,500.00	$1,500.00
Theatre	$0.00				
Insurance & Fidelity Bond	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
FLC Liability & Property	$4,000.00	$4,000.00	$4,000.00	$4,000.00	$4,000.00
Building Manintenance	$40,000.00	$50,000.00	$55,000.00	$55,000.00	$65,000.00
Theatre Supplies	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
Equipment Maintenance	$1,000.00	$1,500.00	$2,500.00	$2,500.00	$4,000.00
Computer Maintenance	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00
Software Expense	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00
Reproduction	$0.00				
Outside Printing	$1,500.00	$2,000.00	$2,500.00	$2,500.00	$2,500.00
Advertising	$200,000.00	$250,000.00	$250,000.00	$275,000.00	$285,000.00
Cost of Events	$1,000,000.00	$1,000,000.00	$1,100,000.00	$1,100,000.00	$1,200,000.00
Cost of Events/Rent	$650,000.00	$650,000.00	$700,000.00	$700,000.00	$725,000.00
Packaged Sales	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
Concession Supplies	$10,000.00	$12,000.00	$12,000.00	$12,000.00	$12,000.00
Bad Debt Expense	$0.00		$0.00	$0.00	$0.00
Refunds	$0.00		$0.00	$0.00	$0.00
Administrative Charges	$75,000.00	$80,000.00	$80,000.00	$80,000.00	$80,000.00
License & Fees	$20,000.00	$22,000.00	$22,500.00	$22,500.00	$22,500.00
Sales Tax	$300,000.00	$300,000.00	$325,000.00	$340,000.00	$340,000.00
Contingency	$0.00		$0.00	$0.00	$0.00
Misc Expense	$1,500.00	$1,500.00	$2,000.00	$2,000.00	$2,000.00
Office Supplies	$5,000.00	$5,000.00	$5,500.00	$5,500.00	$5,800.00
EDP Supplies	$300.00	$200.00	$300.00	$300.00	$300.00
Misc Equipment Expense	$8,000.00	$6,000.00	$6,000.00	$6,000.00	$6,500.00
Cleaning Supplies	$20,000.00	$20,000.00	$22,000.00	$23,000.00	$23,000.00
Subscription & Membership	$4,500.00	$4,500.00	$4,500.00	$4,500.00	$4,500.00
Total Operating Expense	$4,963,600.00	$5,109,200.00	$5,433,800.00	$5,514,300.00	$5,687,400.00
Capital Outlays					
Misc Improvements	$2,500.00	$2,500.00	$2,500.00	$2,500	$2,500.00
Office Equipment	$10,000.00	$10,000.00	$10,000.00	$10,000	$10,000

Total Expense	$4,976,100.00	$5,121,700.00	$5,446,300.00	$5,699,900.00	$5,699,900.00

Sunrise Theatre Proposed Budget 2024/25	Oct 2024/Sept 2025	Oct 2025/Sept 2026	Oct 2026/ Sept 2027	Oct 2027/Sept 2028	Oct 2028/ Sept2029	Oct 2029/Sept 20230
Revenue:						
Grants	$0.00	$ -	$ -	0.00	-	0.00
Federal	$0.00	$ -	$ -	0.00	-	0.00
State	$0.00	$ -	$ -	0.00	-	0.00
FPRA	$500,000.00	$ 500,000.00	$ 500,000.00	500,000.00	500,000.00	500000.00
Revenue:						
Ticket Sales	$1,900,000.00	$ 2,000,000.00	$ 2,100,000.00	2,300,000.00	2,450,000.00	2550000.00
Ticket Sales -Rentals	$1,000,000.00	$1,100,000.00	$ 1,150,000.00	1,300,000.00	1,300,000.00	1400000.00
Ticket Handler Fees	$200,000.00	$ 210,000.00	$ 220,000.00	240,000.00	250,000.00	270000.00
Sponsorship	$75,000.00	$ 80,000.00	$ 90,000.00	100,000.00	125,000.00	150000.00
Memberships	$100,000.00	$ 100,000.00	$ 100,000.00	100,000.00	100,000.00	100000.00
Donations	$5,000.00	$ 5,000.00	$ 5,000.00	5,000.00	5,000.00	5000.00
Misc. Revenue:						
Interest	$0.00	$ -	$ -	0.00	-	0.00
Rents & Royalties	$125,000.00	$ 135,000.00	$ 150,000.00	175,000.00	191,000.00	210000.00
Reimbursement of Expenditures	$0.00	$0	$ -	0.00	-	0.00
Special Events	$20,000.00	$ 22,000.00	$ 25,000.00	30,000.00	32,000.00	35000.00
Packaged Sales	$0.00	$10,000.00	$ 10,000.00	12,000.00	12,000.00	12000.00
Misc. Revenue	$0.00	$ -	$ -	0.00	-	0.00
Commissions/Merch	$6,000.00	$6,500.00	$ 7,000.00	8,000.00	8,500.00	9500.00
Liquor Sales	$100,000.00	$100,000.00	$ 110,000.00	125,000.00	130,000.00	140000.00
Appropriated Retained Earnings:	-$50,000.00	$50,000.00	$ 50,000.00	50,000.00	50,000.00	50000.00
Total Revenue:	$3,981,000.00	$ 4,318,500.00	$ 4,517,000.00	4,945,000.00	5,141,500.00	5410000.00

RYAN MANAGEMENT GROUP, INC.

Anticipated Sunrise Theatre Attendance: 2025 – 2029

As Ryan Management Group (RMG) embarks on revitalizing and expanding the programming at the Sunrise Theatre, we anticipate significant growth in attendance over the next five years. By introducing a diverse lineup of nationally recognized artists, Broadway productions, comedy acts, community-driven events, and immersive educational opportunities, we expect to attract both returning patrons and new audiences.

Our strategic investments in marketing, outreach, and enhanced guest experiences—including expanded food and beverage offerings, exclusive pre-show dining options, and partnerships with local organizations—will further drive attendance and engagement. These projections reflect our commitment to increasing accessibility, broadening our demographic reach, and positioning the Sunrise Theatre as a premier cultural destination for Fort Pierce and beyond.

Anticipated Attendance Sunrise Theatre

2025 172,800 Attendees

2026 216,000 Attendees

2027 228,000 Attendees

2028 234,000 Attendees

2029 240,000 Attendees

30/90/120-Day Plan for Sunrise Theatre Operations Transition

Opening: RMG's Commitment to the City, Community, and Its Residents

Ryan Management Group, Inc. (RMG) is honored to take on the management and revitalization of the **Sunrise Theatre**, a historic and cultural gem in the heart of **downtown Fort Pierce**. Our **primary focus** is on the **betterment of the city, its community, and its residents**, ensuring that the theatre serves as both an artistic hub and an economic driver for the region. RMG understands that the **Sunrise Theatre is more than just a venue**—it is a gathering place for the community, a source of pride for Fort Pierce, and a key contributor to the **city's cultural and economic vitality**.

With a **proven track record** of revitalizing historic venues and turning them into thriving arts and entertainment destinations, RMG will apply its **expertise, strategic vision, and commitment to excellence** to enhance the Sunrise Theatre's operations, expand programming, and elevate guest experiences. Our goal is to create a **world-class entertainment destination** that not only attracts visitors but also supports **local artists, businesses, and cultural organizations**. By focusing on **quality programming, superior hospitality, community engagement, and economic growth**, we will ensure that the **Sunrise Theatre flourishes** as the **beating heart of downtown Fort Pierce**.

To accomplish this, RMG has developed a **comprehensive 30/90/120-day transition plan** that prioritizes:
✅ **Operational Excellence:** Hiring top-tier talent, streamlining processes, and implementing industry best practices.
✅ **Expanded Programming:** Curating a diverse lineup of performances that cater to all audiences, from Broadway to rock and comedy.
✅ **Enhanced Guest Experience:** Upgrading food and beverage offerings, security measures, and overall customer service.
✅ **Economic Growth & Community Impact:** Increasing foot traffic, supporting local businesses, and providing job opportunities.

With this **strategic and community-first approach**, RMG will **seamlessly transition into leadership** while laying the groundwork for **long-term success and sustainability** at the Sunrise Theatre.

First 30 Days: Transition & Assessment

Objective: Establish operational control, assess existing systems, and implement immediate improvements.

Facility & Maintenance

- Conduct a **comprehensive facility assessment** ensuring safety, compliance, and operational efficiency.
- Review **HVAC, electrical, plumbing, and structural systems**, developing a **short- and long-term maintenance plan**.

Technical Equipment & Production

- **Hire a new Technical Director** to oversee all production and technical aspects.
- **Hire a Head Sound Engineer and Master Electrician** to ensure high-quality performances.
- Evaluate **sound, lighting, and rigging systems** for upgrades and optimization.

Programming & Event Scheduling

- Review the **existing event calendar** and ensure smooth execution of scheduled performances.
- Begin curating **expanded programming**, including:
    - **Broadway Concert Series**
    - **Comedy Series**
    - **Black Box Series**
    - **Rock, Country, and Reggae Concert Series**
- Establish relationships with **booking agents and promoters** for high-profile talent acquisition.

Food & Beverage Operations

- Assess **current bar and concession operations** for efficiency and profitability.
- Begin **planning for the full-service culinary kitchen**, which will enable in-house catering.
- **Hire a Full-Time Food & Beverage Manager** to oversee bar operations and catering services.
- Start hiring **part-time bartenders, barbacks, and concession staff** to support expanded offerings.

Security & Risk Management

- Conduct a **security audit** of existing infrastructure installed by the City.

- Develop updated **security protocols** and staff training programs.
- Begin **contracting with law enforcement and private security firms** based on event needs.

Marketing & Public Relations

- **Retain the full-time Marketing Director** for continuity.
- **Hire a part-time Marketing Assistant** to boost promotional efforts.
- **Review potential third-party public relations firms** for media outreach and promotional strategy.
- Begin executing **aggressive digital marketing campaigns**, utilizing:
    - **Social media (YouTube, Facebook, Instagram, TikTok)**
    - **Streaming service ads (Hulu, Amazon Prime, HBO Max)**
    - **Satellite and terrestrial radio (iHeartRadio, SiriusXM)**
- Continue **wedding and private event rental marketing campaigns** via **Wedding Wire, The Knot, and Eventective**.

Back-Office & Administrative Setup

- Transition **human resources, payroll, and financial management systems** to RMG.
- Ensure compliance with **GAAP accounting principles and regulatory requirements**.
- **Offer employment opportunities** to the current Theatre Executive Director, Technical Director, and Maintenance Manager.
- Begin hiring **finance, IT, and administrative staff** to support operations.

First 90 Days: Implementation & Expansion

Objective: Implement key operational improvements, expand programming, and enhance guest experiences.

- Begin **preventative maintenance and necessary repairs**.
- Finalize contracts for **new performance series and festivals**.
- Expand **community engagement initiatives** through partnerships with local artists and organizations.
- Develop **outdoor festivals and free community events** to expand audience reach.
- Begin construction of the **full-service culinary kitchen**.
- Introduce **VIP food and beverage experiences**.
- Fully implement updated **security protocols** and staff training programs.
- Execute **expanded marketing campaigns** to boost ticket sales and rentals.
- Establish **long-term vendor partnerships** for IT, HR, and legal services.

First 120 Days: Optimization & Growth

Objective: Achieve full operational efficiency, drive revenue growth, and establish the Sunrise Theatre as a premier cultural hub.

- Complete **any major renovations or facility upgrades**.
- Launch **expanded concert series, Broadway performances, and seasonal festivals**.
- Officially **launch the full-service culinary kitchen and in-house catering services**.
- Fully integrate **expanded rental equipment offerings** and **technical upgrades**.
- Conduct a **financial performance review** and refine budget planning.
- Expand **regional and national press outreach** to enhance visibility.

Conclusion: A Long-Term Commitment to Fort Pierce's Cultural and Economic Growth

RMG is **deeply invested** in the **success and longevity** of the **Sunrise Theatre and the city of Fort Pierce**. Our commitment extends far beyond venue management—we aim to be an **active partner in the community's cultural and economic development**. By introducing **world-class programming, elevating food and beverage services, enhancing security, and streamlining back-office operations**, we will **position the Sunrise Theatre as a pillar of arts and entertainment** in the region.

With **leadership from Bern and Holland Ryan**, who have successfully transformed historic venues into thriving arts centers, RMG will apply its **expertise, passion, and community-driven approach** to ensure that the Sunrise Theatre not only survives but **thrives**. Through **expanded programming, partnerships with local businesses, and engagement with residents**, we will drive **tourism, local business growth, and economic development**, making downtown Fort Pierce a **must-visit cultural destination**.

Our mission is clear: **to honor the theatre's storied history while embracing a future of innovation, growth, and unparalleled entertainment experiences**. With the City of Fort Pierce and its residents as **our partners**, we will build a **bright and sustainable future for the Sunrise Theatre**—one show, one performance, and one unforgettable experience at a time.

Bern Ryan
2601 SE Morningside Blvd.
Port St Lucie, Fl 34952

Work Experience

President
Carefree Catering
Port St. Lucie, FL
3/03-Present

Manage daily operations, menu creation and staff recruitment for this 14 million dollar a year upscale catering company serving Palm Beach, Martin & St. Lucie Counties.

Project Manager/Property Manager
Lake Delray Apartments
Delray Beach, Fl
5/99-2/03

Responsible for successfully completed $7 million dollar renovations and daily operations for this 404 unit senior living property.
Increased occupancy from 82% to 99% in sixteen months.

Executive Director
Brookdale Senior Living
The Classic at West Palm Beach
West Palm Beach, Fl
3/98-5/99

Executive Director of the 244 unit upscale Senior Retirement community with 64 bed Assisted Living Facility. Increased occupancy from 93% to 98% in one year.

Director of Resident Services/Operations Director
Lakeside Village, A Classic Residence by Hyatt
12/96-3/98

Responsible for construction planning and developing all operational aspects of this 46 acre campus upscale Retirement Community with Independent, Assisted Living and Nursing Home components .

General Services Director
ARAMARK Corporation
General Hospital, Eureka, CA
8/91 to 11/96

Multi-Department Manager - Director of the Food Service, Housekeeping & Laundry Departments at this Acute Care Healthcare facility.

Education

Culinary Institute of America, Hyde Park, NY
AOS Degree, Culinary Arts, 1986

San Diego State University, San Diego, CA
History, 1977

References available upon request.

Holland Ryan

[Wellington, Florida] | [(561) 504-5138] | [Hcryan@gmail.com] |

Highly motivated and effective Theatrical Chief Executive Officer bringing 20+ years experience in strategic planning, fiscal responsibility, and hands-on technical positions. Demonstrated ability to increase revenue and grow audiences through multi-dimensional project execution. Adept in communicating direction and creative vision to all levels of employees and leadership teams. Brings working knowledge of event planning and execution as well as various technical stage production tasks to increase efficiency and create change within an organization.

Professional Experience

Sunrise Theatre For The Performing Arts | Fort Pierce, FL
Facilities Director / Technical Director | August 2023 - Present

- Responsible for the technical operations of the theatre, including lighting, sound, set design and construction, and coordinating necessary maintenance. This position is also responsible for the day-to-day operations of the facility and to find ways to make the facility more productive by providing effective methods in its operations, as well as maintenance and supervision of the facility.

Palm Beach Atlantic University | Belle Glade, FL/ Lake Worth, FL
Technical Production Supervisor | January 2023 - August 2023

- Responsible for review and negotiations of all riders and contracts to reduce overhead costs on equipment, staff, and hospitality requirements from artists.
- Created, implemented, and maintained crew schedules and listing of over-hire employees.
- Maintained top tier rental equipment contacts.
- Repaired and maintained all theatrical systems in the various venues.
- Worked within organizational budgets to ensure all events happen successfully and within the specified budgets per event.

A-Team Entertainment Consulting,LLC. | South Florida, FL
CEO/President | January 2022 - Present

- Theatrical Sound and Lighting Systems design, sales, and installation
- Sound Engineering Services
- Technical Direction Services
- Artist Booking Services
- Providing Technical Staffing for clients events and productions

Old School Square Center for the Arts | Delray Beach, FL
Chief Operating Officer | January 2019 - December 2021

- Oversaw day-to-day operations, working with Board of Directors to execute organizational vision while managing the organization's 3.8 million dollar annual budget, creating $101 million dollars of economic impact to the community drawing over 1.2 million residents annually for 3,600 events
- Spearheaded efforts to develop and implement a fully socially distanced seating layout for Old School Square's Outdoor Pavilion, allowing the organization to be the first in the Nation to restart live programming on October 24th 2020, presented 50 shows to date including twenty sold out events
- Created the "Amplified" Virtual Concert Series, organizing efforts to complete multi-track recordings and cinematic filming of 28 performances, growing audiences online by gaining 40,000 views in local market, 30,000 views in 42 other states, and over 20 million views during pandemic
- Revamped Old School Square's Food and Beverage programs by implementing new policy and procedures, dynamic event pricing, and mobile ordering resulting in a 537% revenue increase from 1st quarter 2020 to 1st quarter 2021, and a 200% revenue increase from 2019

Old School Square Center for the Arts | Delray Beach, FL
Artistic Director | January 2020 - December 2021

- Worked alongside CFO to create and review organization's yearly and departmental budgets, developing path towards annual fiscal sustainability utilizing strategic planning and scheduling strategies to create long-lasting budgetary responsibility within organization
- Established and built relationships with industry leaders in booking and artist management companies, negotiating partnerships and contracts elevating the organization's 30-year history of bringing tribute acts and

lesser-known artists to a calendar of stars and household names including acts such as Jimmy Buffet, Easton Corbin, New Found Glory, Old Crowe Medicine Show, and Grace Potter.
- Collaborated with the Florida Presenters' Consortium to craft a routing plan for concerts and events to tour throughout the state, increasing Florida's purchasing power from one institution to a total combined effort of 120 venues
- Provided oversight of organization's $1.5 million private donor renovation for the Crest Theater Building, completing projects such as interior design updates and bid of A/V modernization systems

Old School Square Center for the Arts | Delray Beach, FL
Information Technologies Director | January 2012 - December 2021
- Designed, ordered, and installed updates to Old School Square's servers and employee workstations, troubleshooting, repairing, and replacing outdated equipment as needed in order to switch location to cloud-based programs and systems greatly increasing system reliability
- Redesigned Organization's SEO (Search Engine Optimization) plan, implementing ideas such as redesign of Organizations website, architecture and content and mobile optimization through Google resulting in an increase from 300 unique views to 85,000 unique views per month
- Modernized all facilities on the 5-acre campus by rewiring building with Cat-6 connectivity and installing secure Wi-Fi service throughout the property, reducing system downtime by 80% and increasing communication ability across campus
- Single handedly created accounts for all 5 business arms of the organization on Facebook, Google, Instagram, and YouTube, coaching team to analyze social media traffic and analytical data of campaigns and digital strategies in order to better direct team’s efforts toward receiving “Verified” status on all sites

Additional Experience

Old School Square Center for the Arts | Technical Director (2012-2019), Old School Square Center for the Arts | Head Sound Engineer (2001-2012)

Technical Experience

Amber Leigh Entertainment | February 2011 - March 2020
- Assisted in roles such as Artist Manager, Tour Manager, Crew Chief, A1 Sound Engineer, Monitor Engineer, Production Manager, Technical Director, and Stage Manager

Jack Hammer Live Audio | January 2001 - March 2020
- Oversaw all sound elements, stage setup and design, and running live events; Acted as A1 Sound Engineer, Crew Chief, Systems Technician, Client Liaison, Lighting and Video Technician as needed

Mary Gaines Bernard (Summers) | January 2017 – March 2019
- Responsibilities included: Artist Manager, Tour Manager, Sound Engineer, Producer, Technical Director, Stage Manager

Yanni Wake Entertainment | January 2013 - January 2017
- Responsible for various roles depending on artist need such as Tour Manager, Crew Chief, A1 Sound Engineer, Monitor Engineer, Systems Technician, Production Manager, Technical Director, and Stage Manager

Wireless Systems Group | January 2002 - March 2019
- Executed duties such as Theatrical Systems Design, Quotation, Sales, Sound System Design and Installation, and A1 Sound Engineer, responsible for running all live events

Florida Atlantic University’s University Center | January 2000 - January 2001
- Acted as House Sound Engineer, responsible for repairs of all systems and equipment, completing A1 Sound Engineering for all in house and rental productions, as well as building and scheduling over hire crews

Core Competencies

Written and Verbal Communication, Grant Writing, Entertainment Contracting, Contract Negotiation, Sponsorship Development, Strategic Planning, Increasing Revenue, Talent Management, Content Delivery, Stage Production, Large-Scale Budgets, Event Planning and Execution

THINGS TO DO

‘Heart attack on a plate’: 2024 Wellington Bacon & Bourbon Fest wants you to pig out



Wellington Bacon and Bourbon Fest / Courtesy)

Garlic ginger bourbon candied bacon on a stick is among the over-the-top culinary indulgences on tap at the festival. (Wellington Bacon and Bourbon Fest / Courtesy)



By **PHILLIP VALYS** | pvalys@sunsentinel.com | South Florida Sun Sentinel

UPDATED: March 19, 2024 at 10:37 AM EDT

This is "Small Bites," a South Florida Sun Sentinel feature with tiny tidbits on the food and beverage scene — because we know that sometimes you just don't have room for a long article, you want a little news brief instead, an amuse bouche of information, if you will. Enjoy!

WHAT:

Your cardiologist will hate you for the naughty b-words you're about to consume: bacon and bourbon.

That's because the unabashedly calorific antics of the Wellington Bacon & Bourbon Fest are not for the weak-hearted, if you ask organizer Nancy Stewart. Designed with strong-willed gourmands in mind, the 10th annual festival on March 23 and 24 will offer 40 rare-batch bourbons, smoked brisket grilled cheese, whiskey-themed craft beers, 60 vendors and six live-music performers.

"It's heart attack on a plate-type stuff," Stewart says. "This is for the lovers of bourbon, and we only bring bacon in because it pairs well. People have really come to expect the varieties of rare bourbons we have, so they can try it before they go out and buy it."





Wellington Bacon and Bourbon Fest / Courtesy

About 40 varieties of rare-batch bourbons and specialty cocktails will be served at the 10th annual Wellington Bacon & Bourbon Fest. (Wellington Bacon and Bourbon Fest / Courtesy)

This edition of bacon-and-bourbon revelry will seem more like its smellier sister bash, South Florida Garlic Fest, Stewart says. An experiment last year to introduce high-end bourbon-and-dinner pairings wasn't popular, so the festival now mirrors what makes Garlic Fest so successful: plenty of live music and walk-around tastings.

"People just want lots of pop-up food and drink vendors, so we went with what we knew was a guarantee for us," Stewart says. "We had one DJ last year and we've got six new bands this year."

Read More

WHEN:

Hours are 11 a.m. to 9 p.m. Saturday, March 23, and 11 a.m. to 6 p.m. Sunday, March 24.

WHERE:

Head to Village of Wellington Town Center Promenade, 12150 Forest Hill Blvd.

THE DISHES:

- Food vendors include Poblano South, KeNiya's Kitchen, Eat Da Bone BBQ and The Purple Shrimp.
- They will serve: Bacon garlic shrimp scampi with bacon pasta; chorizo smash burgers with bacon; 14-hour brisket grilled cheese and brown butter bourbon bread pudding with ice cream



Jennifer Lett / Sun Sentinel

More than 60 vendors are expected at the 2024 Wellington Bourbon and Bacon Fest. (Jennifer Lett/South Florida Sun Sentinel file)

THE BUZZ:

- Along with specialty cocktails such as Garrison Brothers Dr. Pepper frozen bourbon slushies and a Bloody Mary with a bacon stick, rare bourbons will include: Buffalo Trace Distillery's Stagg Jr., Colonel E.H. Taylor, Jr. Single Barrel Bourbon Whiskey, Peerless High Rye Kentucky Bourbon and Hooten Young American Whiskey.
- New this year are bourbon-themed craft beers, including: Goose Island Bourbon County Stout, Founders Bourbon Barrel-Aged Chocolate Coffee Stout and Royal Palm Brewing Co.'s Madagascar Vanilla Bourbon Red Ale.

THE BANDS:

- **March 23:** Adam Fine (11:30 a.m.-2 p.m.), Eric Hansen (2:30-4:30 p.m.), Tim Charron (5-6:30 p.m.) and Stryder (7-8:30 p.m.)
- **March 24:** Sarah Fine (1-2:30 p.m.), Rockoustic Duo (3-4:30 p.m.)

COST:

Admission is free for both days, and food and drink purchases will be individually priced. Free parking will be available at Wellington Amphitheater (12100 Forest Hill Blvd.), Chancellor Corporate Center 1 (2008 S. Shore Blvd.); and at Wellington's Village Hall (12300 Forest Hill Blvd.)

INFORMATION:

Visit BaconBourbonFest.com or Facebook.com/BaconBourbonFest, or call 561-279-0907.

Originally Published: March 13, 2024 at 6:00 AM EDT

Around the Web

REVCONTENT

The Wellington Bacon & Bourbon Festival shines a loving light on our most flavorful food...Bacon, and the quintessential American liquor...Bourbon. The event challenges the culinary skills of Palm Beach County chefs exploring the boundaries of New American Cuisine and good old fashioned comfort foods, just like Mom used to make! Our chefs come up with new and unusual menus of bacon and pork-related dished from the sublime, Chocolate Dipped Bacon or Bacon & Bourbon Pulled Pork!

WELLINGTON Bacon & BOURBON





5,000 attendees

9 International Awards

Featured on the hit Cooking Channel show, Carnival Eats



1,100 Instagram followers





8,954 Facebook fans

85 + Artists & Crafters





FREE Admission





2 days

baconbourbonfest.com

#BaconandBourbonFest2025

March 22 & 23, 2025

Delray Affair

The Delray Affair is the largest arts & craft festival in the Southeast United States. The event takes place along the palm tree lined downtown streets of Delray Beach and stretches 8 city blocks. The Delray Affair has received numerous awards for its 'eclectic' mixture of fine art, great crafts and funky products from around the world.



10 International Awards



110,000 attendees

63 years produced by the Delray Beach Chamber of Commerce

400 + Artists & Crafters





9,700 Facebook followers

7 city blocks

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FREE admission





3 days

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Lots of Food & Fun



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Feb. 1 & 2, 2025

GarlicFestFL.com

#GarlicFest2025

In Concert: Jimmy Buffett With Coral Reefer Friends, at the Pavilion at Old School Square in Delray Beach, Florida

PRESS RELEASE • UPDATED: APR 23, 2021

On Sale Monday, April 26, at 10 AM



DELRAY BEACH, Fla., April 23, 2021 (Newswire.com) - South Florida, the wait is over. Jimmy Buffett with Coral Reefer Friends will perform at Old School Square in Delray Beach for four nights in May - Thursday, May 13, Friday, May 14, Monday, May 17, and Tuesday, May 18 - all at 8 pm. Parrot Heads near and far won't want to miss their chance to soak in an intimate Jimmy Buffett experience.

"We are honored to host a music icon as beloved as Jimmy Buffett, whose songs also perfectly depict the island vibe lifestyle we offer here in Delray," said Old School Square chief operating officer Holland Ryan. "We're incredibly humbled that Jimmy and his team selected our safe, secure, open-air venue to bring back his live performances, and we look forward to these special nights with Jimmy's classics and best-known gems under the stars".

Jimmy recently released an album, "Song's You Don't Know By Heart," which Parrot Heads had a hand in, after the question posted on social media, "What little-known Jimmy Buffett songs would you like him to revisit?" prompted tens of thousands of replies. Once the votes were tallied, Jimmy and his daughter and filmmaker, Delaney Buffett, began shooting a new video of the top-mentioned songs every week for his website. There are currently over four million views for the series and the acoustic album, "Songs You Don't Know By Heart", is a curation of fans' top responses.

This release comes on the heel of his very successful record (#2 debut), "Life On The Flip Side," his first studio album in seven years. Not being on tour has resulted in a very prolific time for Jimmy.

Also in 2020, Jimmy was inducted into the Mississippi Songwriters Hall Of Fame. "It's a long way from The Pascagoula Run, and my early days growing up in Mississippi certainly had an impact on the way I wrote songs and what I wrote about," said Jimmy. "So, thank you Mississippi for that."

Dates and Ticket Information:

Thursday, May 13; Friday, May 14; Monday, May 17; Tuesday, May 18

Old School Square Pavilion

Tickets On Sale Monday, April 26 at 10 am

Limited to one pod (four tickets) per customer

Tickets available at Oldschoolsquare.org

Ticket prices subject to applicable fees

Media Contact Info:

For Jimmy Buffett: Laurie Gorman - Catalina Management - laurie3G@aol.com

For Old School Square: Carli Brinkman- (561) 308-3683 - cb@carlipr.com

Source: Old School Square

TAGS

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Jimmy Buffett OLD SCHOOL SQUARE release FINAL FINAL 42221[2]

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gowhee.com

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Jul 17, 2021 7 min read

In the Camera of a Crimson King — Shutterbug bassis Levin delivers funky picks, candid clicks

Updated: Jul 20, 2021



Tony Levin in Ann Arbor, Michigan in 2017, from Images from a Life on the Road (Courtesy Tony Levin)

IF YOU'RE PLANNING to check out pioneering progressive-rock giants King Crimson in Delray Beach on July 23, be prepared player's camera.

Crimson bassist Tony Levin has taken photographs to document much of his 40-plus years in music, many shot with remote-c live performances with big names like Peter Gabriel, Paul Simon and Sting.

When Crimson takes the stage at Old School Square Pavilion, he plans to sneak in a few camera clicks as he pounds away on

"I got a new camera in addition to the 360-degree panoramic camera that I'll be taking pictures of the audience with (during t an interview.

"Hopefully I can get the whole band and the audience in one picture every night and share that online."



Peter Gabriel performing "Lay Your Hands on Me" in 1987 (Photo by Tony Levin in his book Images From A Life On T

Levin, 74, has been carrying cameras with him almost as long as, and wherever, he has carried bass guitars, onstage and off.

But make no mistake: First and foremost, he is a no-nonsense musician, a prolific session player and touring bassist who mad of the most popular hits by some of rock's biggest names.

You may not know it, but that's Levin playing bass on Simon's "50 Ways To Leave Your Lover", John Lennon's "(Just Like) Sta Floyd's "Learning to Fly," to name just a few.

He has been Gabriel's bass player of choice since 1977 — that's Levin on "Sledgehammer" and "Big Time.'' And he's the long King Crimson, a gig he started in 1981 with a pioneering progressive rock band that formed in 1968.



Tony Levin (Photo by Claudia Hahn)

Ranked among Rolling Stone magazine's 50 greatest bass players, he also created "funk fingers," modified drumsticks attach fingers to create a funky slap sound. And he popularized the Chapman Stick, a sleek, tapping guitar heard in Gabriel hits like

He's a damn fine photographer, too.

See for yourself in "Images From A Life On The Road," a new coffee-table book featuring 247 mostly black-and-white photog the 1970s and shot on four continents.

Decades before cameras became fixtures in pocket-fitting cell phones, Levin started carrying one on touring gigs. He had the photograph intimate moments, often using a squeeze ball or a foot pedal rigged with a shutter trigger.



One of Levin's favorite images: Peter Gabriel in the crowd during "Lay Your Hands On Me." (Courtesy Tony Lev

Aside from a few mirror-assisted selfies (some taken before selfies were a thing), Levin aimed his camera at Gabriel, King Crir Fripp, Peter Frampton and many other musicians in candid moments before, during and after shows.

"Images..." is not his first book of photos. He published Road Photos in 1983 and Crimson Chronicles in 2004. But as 2020 ap already been thinking for years about a new compilation, if only he could find the time during his busy touring schedule.

Then came the pandemic.

With concert halls silenced, Levin started sorting through tens of thousands of images, many that had to be scanned because film. It took him six months.

“I might never have had time in my lifetime to collate it all and put it together if not for the lockdown,’’ he said.



Adrian Belew and Robert Fripp of King Crimson on a train in Japan in 1981. (Courtesy Tony Levin)

Released in February and distributed by MoonJune Records, the book is presented as a journey of a musician's life on the ro chronological chapters covering a typical day — traveling, arriving at the venue, backstage, going on stage, showtime and bo

For Levin, the book represents a visual biography of the most significant periods in his professional career, which started in th studied classical and jazz at the Eastman School of Music.

"I had a pretty good camera in the '70s. Pretty early I started taking pictures when things got quiet on stage,'' said Levin, knov head and thick mustache.



Actor John Cusack, in Los Angeles in 2012, handed a boombox to Peter Gabriel during the song "Your Eyes." (Courtesy of Ton Diary")

"Then I started setting up a tripod on stage with a camera on it and a foot pedal to trigger the camera. I put that foot pedal an You couldn't tell, but I was taking pictures during the show whenever I wanted, if something interesting happened on stage.''

One of Levin's favorite images in the book shows Peter Gabriel gently sliding into the crowd on his back and floating through during the song "Lay Your Hands On Me.''

Go to the 6:10 mark in this video below to see Gabriel doing a crowd backslide like the one Levin photographed:

But Gabriel, who'd just left Genesis when he met Levin, wasn't always a willing photo subject. A few times during performanc the singer would just happen to knock over Levin's tripod as he pedaled by on a bicycle.

"The special thing about my photos, I've had the unique opportunity to have a vantage point on stage with Peter Gabriel and Sting, Seal, King Crimson, and the camera is next to me, so I get a picture that's significantly different than anything you can g audience,'' he said.

Levin has posted more than 6,800 photos over the years in "The Road Diary,'' which he started as a blog in 1996 and is now TonyLevin.com.

And since 2012, he has showcased images on his Instagram account @tonylevin.

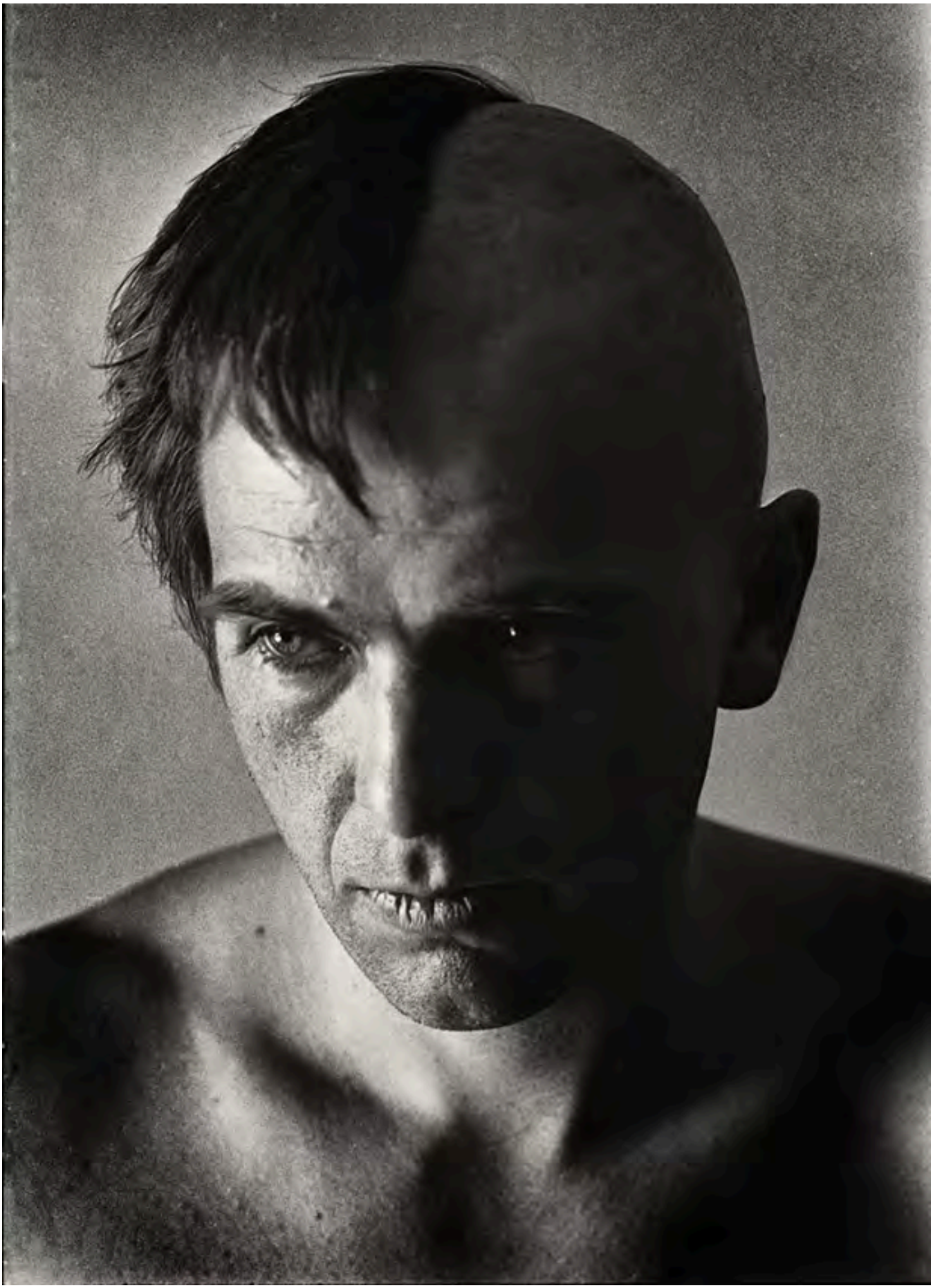
But it's the book that showcases his very best photos along with his knack for recognizing and capturing significant moments

"Like the first concert I did with King Crimson,'' he said, recalling a 1981 show "in a little club called Moles because it was litera in Bath, England. I wanted to take a picture of the first note of the first set of that incarnation of King Crimson. It was great fun along for the ride.''

Levin, who enjoyed shopping for lenses early in his career on tours of Japan, said he doesn't necessarily consider himself a p photographer.

Some of the images in the book aren't perfectly sharp, the result of a candid moment captured on the fly.

But he's definitely as serious with a camera as he is with an NS upright bass.



Peter Gabriel was halfway through shaving his head when Levin stopped him and took this photo. (Tony Levi

“It's not that I'm an expert at it,’’ he said, “but if you keep trying to get better at it and do it for enough years, sooner or later at get lucky and get some good shots.’’

It’s no surprise that Gabriel and Fripp appear in most of the photographs in “Images from a Life on the road.’’

Both musicians played pivotal roles in Levin's career, which might have taken a very different road if not for an early setback.

He was playing with the Rochester Philharmonic in 1969 when he was invited to join Buddy Rich's jazz band on the road. Thri break, Levin got rid of his apartment, sold most of his belongings and took off to join the band.



Tony Levin fan in Poland photographed by Levin in 2018 (Courtesy TonyLevin.com "The Road Diary")

But when he caught up with the band, he found out he didn't have the job after all.

"I went on the road and they changed their mind, said they didn't need me," he recalled.

"Probably my whole life would have been different had I done that tour that I was trying to do."

With no job and no apartment, he decided to head to New York City to "try my luck in the big pond with the big boys," he sai

He started playing with Mothers of Invention keyboardist Don Preston and landed session gigs with the likes of Lou Reed ("B
Along the way he made connections with influential producers Bob Ezrin.

"I did a few Alice Cooper records with him and he liked how I played rock," Levin said.

One day in 1976, Ezrin brought him in to play with Gabriel on the singer's first album since leaving Genesis. That same day, Le
also been brought in to work on Gabriel's album.

Levin wound up going on tour, the start of a long Gabriel collaboration. He made himself available to other musicians, too.

In 1981, Fripp recruited Levin for his revival of King Crimson, which was coming back from a seven-year hiatus.

Levin would work with other musicians and bands. (Playing bass just a few feet from Lennon during the recording of “Double joined the Beatles for a day,” he said.)

But he would end up spending the most productive periods of his career with Gabriel and Fripp.

“Very happily I am still making music with them both, which is pretty amazing,’’ Levin said, reflecting on the day in July 1976 h

“It’s been a long ride and it's not over yet.’’



King Crimson will perform in Delray Beach on July 23. (Photo by Dean Stockings)

What can concert goers expect at a King Crimson show like the one in Delray Beach on July 23?

“You won't hear or see another band like King Crimson. We are certainly unique,” Levin said.

“There are seven of us. We have three drummers in the band who have devised intricate ways to divide up the drum part. We of the stage with the other four of us behind them on risers. It’s a fascinating show just to watch the drummers.



King Crimson in Krakow in 2018 (Photo by David Singleton)

“We present it almost like a classical concert. Pretty serious when we come on stage, sometimes in suit and ties. We try to giv sound and best musical experience we can and if we’re allowed we do quite a long concert.”

King Crimson’s catalogue of music includes hundreds of songs, many dating back to the late 60s.

“It’s a huge number of pieces and we might pull any of them out on any night.”

But he can’t guarantee they’ll play classics like “Court of the Crimson King” or “21st Century Schizoid Man.”

Unlike most bands that tour with essentially the same set list night after night, King Crimson has a unique set list that's compi show.

"Robert Fripp is pretty adamant about that. He wants us to have about 50 songs ready to play — that's more than we'll ever n shows," Levin said.

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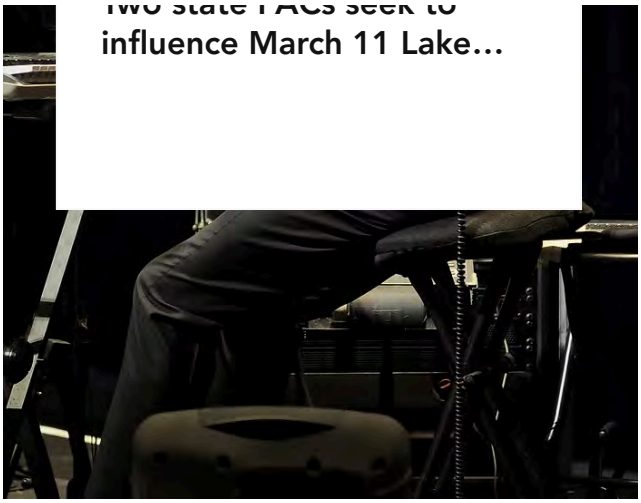

Robert Fripp (Photo by Claudia Hahn)

“Then on the morning of the show he spends the whole morning listening to things and reviewing our last performance and c played, even if its years before played that venue, to make sure we presents something different or something different than because some people will follow us from city to city.”

Around noon, Fripp emails his bandmates a proposed set list, which is finalized during the sound check.



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IN CASE YOU MISSED my previous blog: Where No One Messes With Sasquatch Believers.

MUSIC FROM OTHER KEYBOARDS

Brad Wheeler in The Globe and Mail: Mother of Rush singer Geddy Lee survived Auschwitz

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The Pavilion at Old School Square

Delray Beach, FL (April 22, 2021)-- South Florida, the wait is over. Jimmy Buffett with Coral Reefer Friends will perform at Old School Square in Delray Beach for four nights in May, Thursday, May 13, Friday, May 14, Monday, May 17, and Tuesday, May 18- all at 8 pm. Parrot Heads near and far won't want to miss their chance to soak in an intimate Jimmy Buffett experience.

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Old School Square Pavilion
Tickets On Sale Monday, April 26 at 10am
Limited to One pod (4 tickets) per customer

Tickets available at Oldschoolsquare.org
Ticket prices subject to applicable fees.

Contact Info:
For Jimmy Buffett: Laurie Gorman - Catalina Management – laurie3G@aol.com
For Old School Square: Carli Brinkman– (561) 308-3683 - cb@carlipr.com

The Boca Raton Tribune
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Old School Square

ARTS & LIFE | ENTERTAINMENT | COMMUNITY

Old School Square Announces Return of Crest Theater Indoor Performances

By **Online Staff D**

06/17/2021

Advertisements



Old School Square

Boca Raton, FL – Old School Square, the historic arts and entertainment campus and music venue in the heart of downtown Delray Beach, has announced the 2022 winter season of music series set to take place at what will be a newly-restored Crest Theater. This season of music series, Broadway Cabaret and MusicWorks Concerts, not only marks the return of indoor performances for Old School Square after the pandemic abruptly brought last season's series to an unanticipated halt, but it also marks the 25th year of the Broadway Cabaret Series in the historic theater venue.

Advertisements

“Old School Square is excited and honored to bring back live entertainment to our historic Crest Theatre, and we have planned an incredible 2021-2022 season for our patrons.’ said Old School Square chief operating officer Holland Ryan. “This season we will focus on the nation’s top Broadway, rock, country, blues, Americana, folk, and reggae artists as well as an incredible lineup of comedians, and we can’t wait to share it all with our music-loving community.”

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This year’s highly-anticipated Broadway Cabaret series will launch on January 17, 2022 with the Tony Award Winning, actress, entertainer and songbird Shoshanna Bean.

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The series will present the following performances and 2022 dates, all with 8PM start times:

Jan 17 & 18 – Shoshana Bean, *Broadway, My Way!*

Jan 31 & Feb 1- Norm Lewis, *An Evening with Norm Lewis!*

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Feb 14 & 15 – Linda Eder, *An Evening with Linda Eder!*

Mar 7 & 8 – John Lloyd Young, *Broadway’s Jersey Boy*

Mar 14 & 15- Rachel Bay Jones, *Sing Happy*

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Mar 28 & 29 – Mandy Gonzalez, *An Evening with Mandy Gonzalez*

Apr 11 & 12 – Lucie Arnaz, *I GOT THE JOB: Songs From My Musical Past*!

Apr 25 & 26 – Telly Leung, *An Evening with Telly Leung!*

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MusicWorks Concerts, a series that features everything from celebrated classic rock musicians, to modern day alternative singer-songwriters, launches with the following performances and dates, with additional shows to-be-announced before the season kicks off:

Nov 5- The Boxtops

Jan 26 – Corky Laing’s Mountain

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Feb 2 – Brothers Again – The Music of the Allman Brothers

Feb 16 – Tapestry: The Songs of Carole King

Feb 23 – An Evening with Livingston Taylor and Jonathan Edwards

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March 2 – Broken Arrow: The Music of Neil Young

March 9 – Stayin’ Alive: One Night of the Bee Gees

March 16 – Loudon Wainwright III

Advertisements

March 23 – Peter Asher

March 30 – Turnstiles: The Music of Billy Joel

Tickets for all performances will go on sale to the general public on October 1, exclusively through Eventbrite and can be accessed via a link to the Eventbrite page on OldSchoolSquare.org, Members of Old School Square will receive advance notice and access to tickets for all performances for both the Broadway Cabaret and MusicWorks Concerts series. Old School Square's 2022 Membership Program, complete with new membership benefits, will be announced and available on June 28, 2021.

Advertisements

Crest Theater is currently undergoing a $1.5 million renovation (funded by a private donor) in preparation for the 2021 winter season, which will include modernized box office system, advanced guest service technology, a re-designed lobby bar and additional pop-up bars throughout, and a new audience seating configuration that allows for an additional 25 seats, bringing the total audience capacity to 347 seats. Among those, 81 seats will be VIP, including 25 among five front-row tables.

About Old School Square

Old School Square is the center of arts and entertainment in downtown Delray Beach and has served as the community's gathering place for over 25 years. The historic campus welcomes half a million people each year for programs, classes, events and rental includes the intimate Crest Theatre (in the restored 1925 Delray High School building) the Cornell Art Museum (in activities and the 1913 Delray Elementary building), and the Fieldhouse (c. 1925). The Pavilion, which opened in 2002, hosts outdoor concerts and shows. The Creative Arts School (2nd floor of the Crest Theatre building) offers art, photography and writing classes. A 510(c3) registered nonprofit cultural arts organization, Old School Square also serves as a venue for community, corporate, private and media events.

Advertisements

Old School Square is located at 51 N. Swinton Avenue in Delray Beach, Florida. For more information, visit OldSchoolSquare.org.

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Monthly Press Report

September 2019

OLD SCHOOL SQUARE

A NOT FOR PROFIT ORGANIZATION

[BrowardPalmBeach.com – Taking Stage in Broward/ Palm Beach This Week – Rocky Horror at Old School Square]

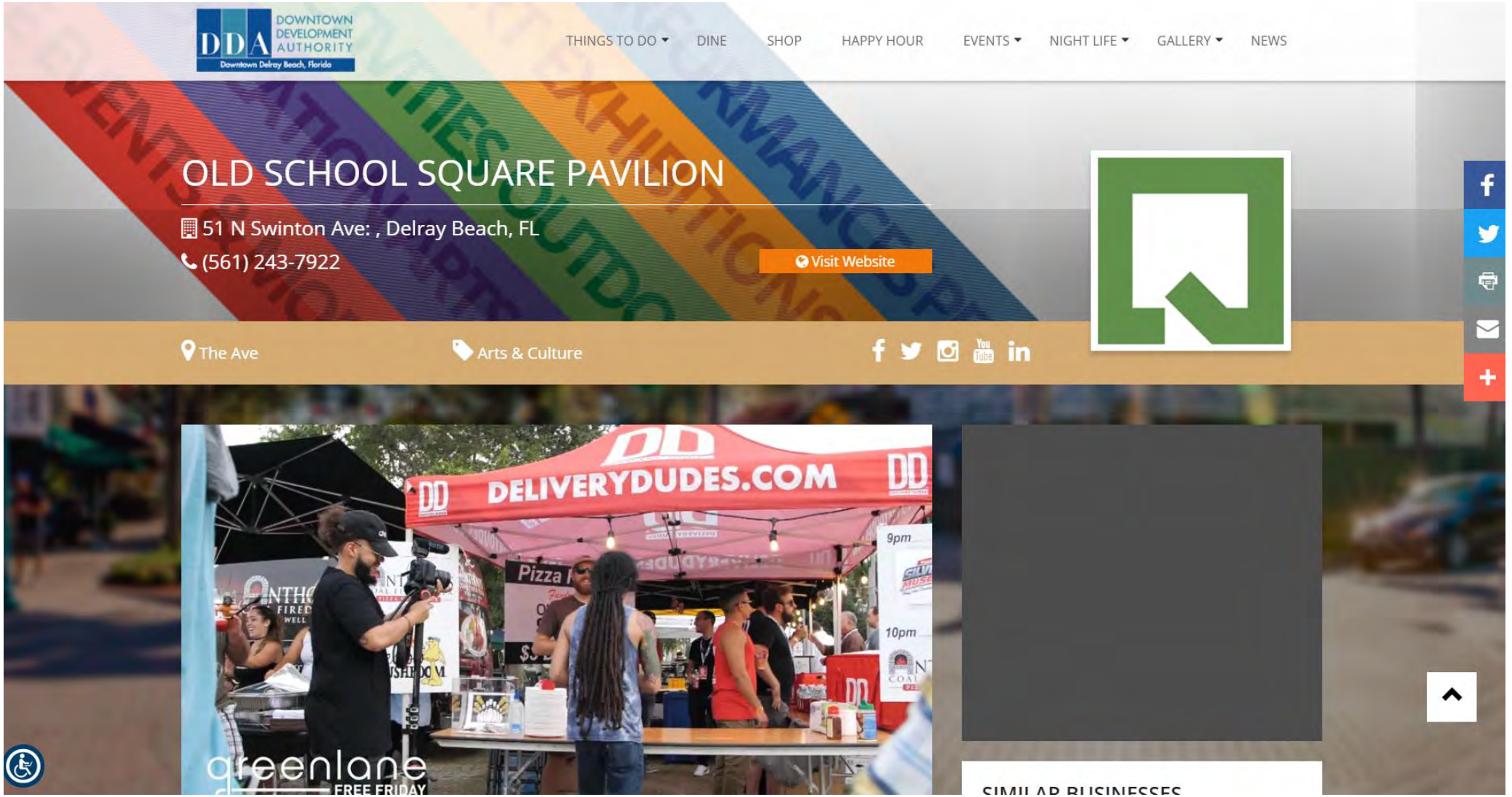


The Five Best Things to Do in South Florida This Weekend

DALE KING | SEPTEMBER 12, 2019 | 10:07AM

Believe it or not, Halloween is just around the corner. And what better way to begin celebrating the scariest, most goose-bump-raising season of the year than with the friendly folks from Dr. Frank N. Furter's home-sweet-castle in Richard O'Brien's cult favorite, ***The Rocky Horror Show.*** The outrageous performers who make up Entr'Acte Theatrix will kick off a two-week production of the wet, whimsical, wild musical beginning – appropriately enough – on Friday, September 13. The play – which begat the 1975 film starring Tim Curry, Susan Sarandon, Barry Bostwick, and Meatloaf, among others, and featured O'Brien as Riff Raff – grew from an experimental performance in a small London theater in June 1973 into a cult phenomenon with a worldwide following. *Rocky Horror* is often performed at special midnight showings and involves audience participation using water, toast, and toilet paper. Be on guard – and wear clean underwear. A portion of proceeds will benefit Bahamas hurricane relief. *7 and 10:30 p.m. Friday, September 13, at the Field House at Old School Square, 51 N. Swinton Ave., Delray Beach; 561-243-7922; oldschoolsquare.org. Tickets and showtimes through September 29 at entracttheatrix.com.*

[Downtown Delray Beach – Old School Square]



[Arts Calendar – Simply Tina]

Share

Free Friday Concerts — Simply Tina

Presented by Old School Square Cultural Arts Center *at* Old School Square Cultural Arts Center, Delray Beach FL



Simply Tina is a world class Tina Turner tribute band composed of talented musicians, singers & dancers. This high energy show invites audience participation to get you out of your seats while you sing along to many of Tina's hits!

Simply Tina is a full live band – no lip syncing, no backing tracks all singing & every note is performed live.

Gates open at 6:30 pm; concerts start at 7:30. Bring your lawn chairs and bring the family, but please leave pets at home! Outside food and beverage is not permitted; full bar and concessions available on site.

[Arts Calendar – Cocktail Hour the Show]

BROWARD ARTS CALENDAR

Cocktail Hour: The Show by Ballets with a Twist

Presented by Old School Square Cultural Arts Center *at* Old School Square Cultural Arts Center, Delray Beach FL



Cocktail Hour: The Show, by Ballets with a Twist

From a blonde bombshell superspy to a legendary warrior, a Hawaiian island beauty to a rockabilly rebel — dancing drinks from around the globe take the stage in *Cocktail Hour: The Show*, by Ballets with a Twist. This dazzling production from New York City brings the Mai Tai, Martini, Manhattan, and more to life through a theatrical mix of original choreography, music, and design. It's electrifying entertainment for all ages.

From a blonde bombshell superspy to a legendary warrior, a Hawaiian

View more

[Arts Calendar – Hollywood Revisited]

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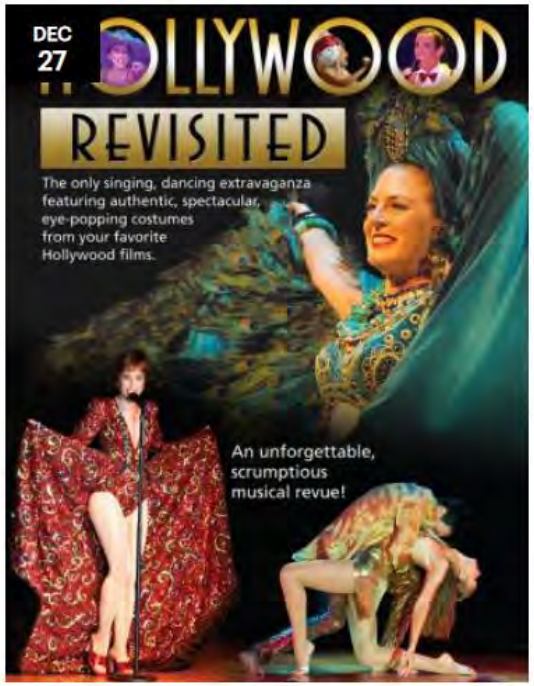
Hollywood Revisited

Presented by Old School Square Cultural Arts Center *at* Old School Square Cultural Arts Center, Delray Beach FL



Few costumes from the "Golden Era" of Hollywood remain except for a small number that have been meticulously preserved by a handful of collectors. Greg Schreiner's wonderful Hollywood film costume collection houses over 175 such masterpieces.

During the 1930-60's, Hollywood directors were told to "put the light where the money is" and this often-meant spectacular costumes. Studios hired the biggest designers and fashion icons to bring to life the glitz and the glamour that moviegoers expected. Edith Head, Adrian, Walter Plunkett, Irene and Helen Rose were just a few that became household names

[Arts Calendar – Led Zeppelin, IV]

BROWARD ARTS CALENDAR

Home > Music > Classic Albums Live: Led Zeppelin, IV

Share

Classic Albums Live: Led Zeppelin, IV

Presented by Old School Square *at* Pavilion at Old School Square, Delray Beach FL



CLASSIC ALBUMS LIVE takes the world's greatest musicians to faithfully recreate albums exactly the way they were recorded: note for note – cut for cut. No cheesy costumes, no bad imitations – just musical perfection.

CLASSIC ALBUMS LIVE takes the world's greatest musicians to faithfully recreate albums exactly the way they were recorded: note for note – cut for cut. No cheesy costumes, no bad imitations – just musical perfection.

Led Zeppelin *IV* is the album that put Led Zeppelin into homes around the world, acting as a successful marriage of the hard rock from their second album with the folksier meanderings of their third album. It is an album that demonstrates their subtly and restraint as much

View more

[Boca Magazine – Simply Tina]

boca

OCTOBER, 2019

04 OCT FREE FRIDAY CONCERTS – SIMPLY TINA



EVENT DETAILS

Simply Tina is a world class Tina Turner tribute band composed of talented musicians, singers & dancers. This high energy show invites audience participation to get you out of your seats while you sing along to many of Tina's hits! Simply Tina is a full live band - no lip syncing, no backing tracks all singing & every note is performed live.

Gates open at 6:30 pm, concerts start at 7:30. Bring your lawn chairs and bring the family, but please leave pets at home! Outside food and beverage is not permitted; full bar and concessions available on site.

TIME

(Friday) 7:30 pm - 10:00 pm

LOCATION

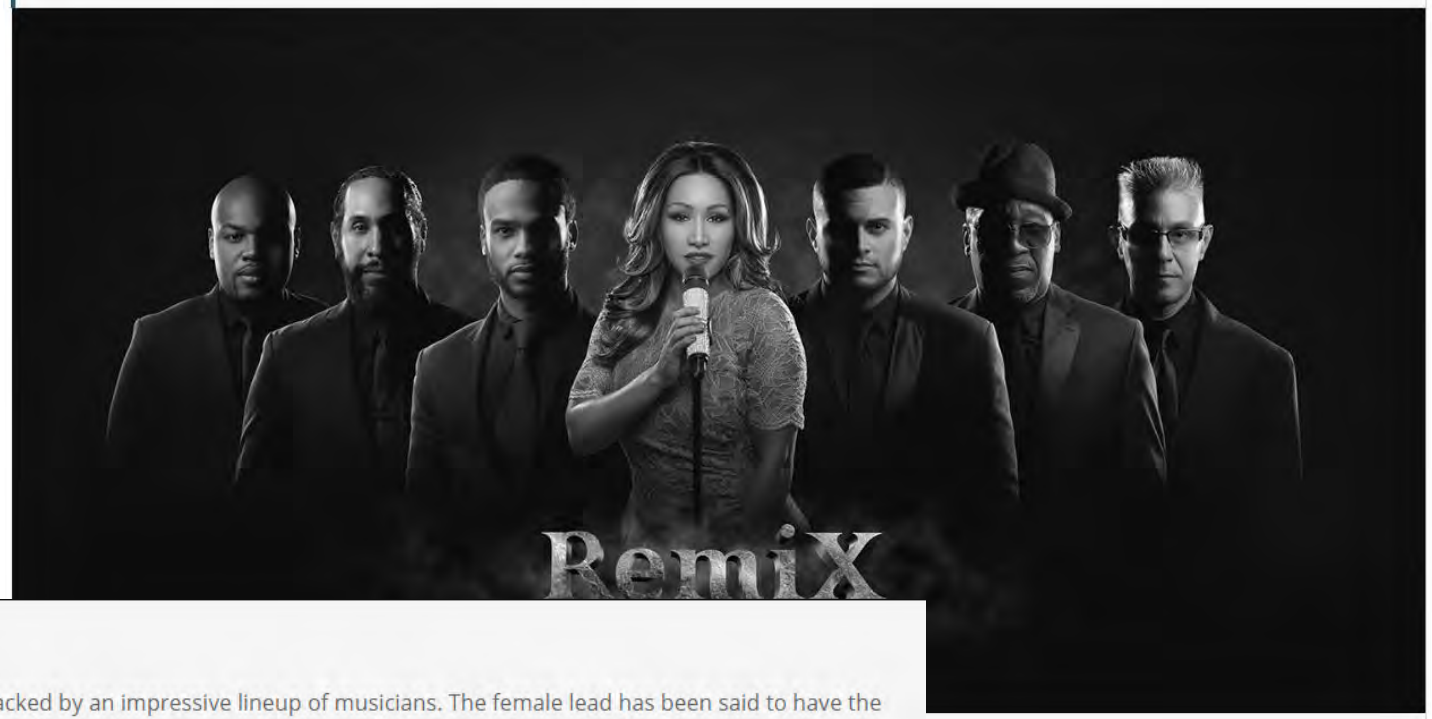
Old School Square
51 N. Swinton Ave. Delray Beach, fl 33444

[Boca Magazine – REMIX]

boca

11 OCT

FREE FRIDAY CONCERTS – REMIX



EVENT DETAILS

Get ready to feel the soulful vocals from 3 powerhouse singers, backed by an impressive lineup of musicians. The female lead has been said to have the voice of Tina Turner and the dance moves of J-Lo. REMIX'S unique ability to take cross-over hits by world-famous artists and make them sound as fresh as if one was hearing the song for the very first time is impressive.

For over 10 years REMIX has ruled the South Florida nightclub scene playing an extensive playlist of hits from every genre. With one of the most

more

TIME

(Friday) 7:30 pm - 10:00 pm

LOCATION

Old School Square
51 N. Swinton Ave. Delray Beach, fl 33444

CALENDAR GOOGLECAL

[Boca Magazine – TK Blu Band]

boca

OCTOBER, 2019

18 OCT FREE FRIDAY CONCERTS – TK BLU BAND



EVENT DETAILS

Hit the rewind on the cassette player. The TK BLU AND TH E UNCOOL BAND will take you on a journey thru the decades of ROCK AND ROLL. The exciting 10-piece high energy band, featuring three dynamic ladies, combined with costume changes and video effects will have you reliving the music of the 60s, 70s & 80s.

Musical Director, Producer, and Musician, Tony Kessler, along with a group of gifted musicians, and three dynamic ladies make up the TK BLU and the UNCOOL Band's exhilarating music. Their music is energizing. It brings a tap to your feet and a smile to your face. Three amazingly gifted and lovely singers enhance the sound of the band and are the perfect complem more Tony's sexy, husky baritone. Their harmonies are crisp, clean and beautiful

TIME

(Friday) 7:30 pm - 10:00 pm

LOCATION

Old School Square
51 N. Swinton Ave. Delray Beach, fl 33444

CALENDAR GOOGLECAL

[Boca Magazine – Chain Reaction]

boca

OCTOBER, 2019

25 OCT

FREE FRIDAY CONCERTS – CHAIN REACTION



EVENT DETAILS

Majesty of Rock's Chain Reaction faithfully re-creates the exact sounds and nuances of the super group, Journey. They pay special homage to Journey's best years when Steve Perry fronted the band. Lead singer John D'Agostino aces Steve Perry's golden voice, capturing his power, range and tone. He is backed by the exceptional talents of four equally sophisticated musicians. Majesty of Rock's passion for authenticity and attention to detail make the audience feel like they are at a real Journey concert.

[Boca Magazine – VAM BAND]

boca

NOVEMBER, 2019

01 NOV **FREE FRIDAY CONCERTS – VAM BAND**



EVENT DETAILS

"VAM Band is the freshest event band in south Florida! Live entertainment covering your favorite songs from Funk, Pop, Soul, R&B, Motown, Latin, Reggae, and more!

Gates open at 6:30 pm; concerts start at 7:30. Bring your lawn chairs and bring the family, but please leave pets at home! Outside food and beverage is not permitted; full bar and concessions available on site.

TIME

(Friday) 7:30 pm - 10:00 pm

LOCATION

Old School Square
51 N. Swinton Ave. Delray Beach, fl 33444

[Boca Magazine – Wolfepak]

boca

NOVEMBER, 2019

08 NOV

FREE FRIDAY CONCERTS - WOLFEPAK



EVENT DETAILS

THE WOLFEPAK BAND IS A VIRTUAL POWERHOUSE OF MUSICAL GENIUS FAITHFULLY REPLICATING THE BEST GRAMMY AND HALL OF FAME HITS IN ROCK, JAZZ, FUNK AND BLUES.

more

TIME

(Friday) 7:30 pm - 10:00 pm

LOCATION

Old School Square
51 N. Swinton Ave. Delray Beach, fl 33444

ORGANIZER

[Boca Magazine – Entourage]

boca

15
NOV

FREE FRIDAY CONCERTS - ENTOURAGE



EVENT DETAILS

With homegrown talent from the Magic City, these "Wynwood Kids" have energy to burn. As one of the best cover bands for hire, Entourage takes your party to the next level with smash hits from the old school to the new.

Detailed Description

TIME

(Friday) 7:30 pm - 10:00 pm

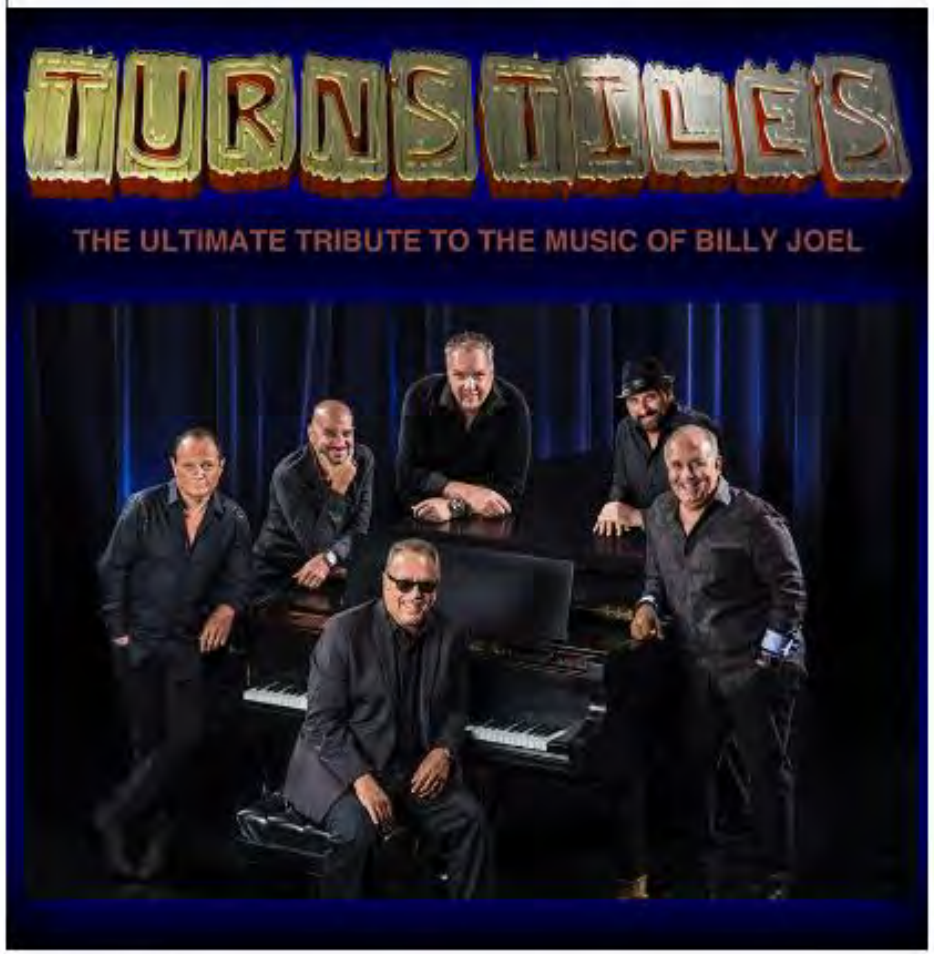
LOCATION

Old School Square
51 N. Swinton Ave. Delray Beach, fl 33444

[Boca Magazine – Turnstiles]

NOVEMBER, 2019

22 NOV FREE FRIDAY CONCERTS – TURNSTILES: THE ULTIMATE TRIBUTE TO THE MUSIC OF BILLY JOEL



EVENT DETAILS

TIME

[Boca Magazine – Fabulous Fleetwoods]

boca



NOVEMBER, 2019

29 NOV FREE FRIDAY CONCERTS – THE FABULOUS FLEETWOODS

EVENT DETAILS

South Florida's longest running rockin' blues band

Detailed Description:

TIME

(Friday) 7:30 pm - 10:00 pm

LOCATION

Old School Square Pavilion
51 N Swinton Ave, Delray Beach, FL 33444

[Boca Magazine – JM and the Sweets]

boca

DECEMBER, 2019

06 DEC

FREE FRIDAY CONCERTS – JM AND THE SWEETS



EVENT DETAILS

Josh Miles is a Dallas Texas born/ Palm Beach Florida based singer/songwriter whose brand of Soul music encompasses a wide range of influences. Josh's music can be described as Bluesy at times and relentlessly groovy at others (and many things in between), but, no matter what, the aim is to keep it soulful. Currently in South Florida the band, the Sweets, are influenced from the regions multicultural richness that can only be described as #southfloridasoul

TIME

(Friday) 7:30 pm - 10:00 pm

LOCATION

Old School Square
51 N. Swinton Ave. Delray Beach, fl 33444

[Boca Magazine – The Clique]

boca

DECEMBER, 2019

13 DEC

FREE FRIDAY CONCERTS – THE CLIQUE



EVENT DETAILS

A dynamic new band...playing the hits from every genre...keeping the party moving! Some of South Florida's most talented entertainers come together to rock the house!

[Boca Magazine – Higher Ground]

boca

20 DEC

FREE FRIDAY CONCERTS – HIGHER GROUND



EVENT DETAILS

Higher Ground has one of the most diverse song lists of any cover band. From Elton John to Elvis, Jay-Z to Ariana Grande, there is virtually nothing they can't deliver.

With dynamic vocals that soar above the musicians, you will find the perfect fit to make your event unforgettable. The lead male singer can do everything from country to hip-hop, while the two female leads give compelling performances of your favorite hit songs!

TIME

(Friday) 7:30 pm - 10:00 pm

CALENDAR GOOGLECAL

[Boca Magazine – Valerie Tyson]

boca

DECEMBER, 2019

27 DEC — FREE FRIDAY CONCERTS – VALERIE TYSON BAND



EVENT DETAILS

Valerie Tyson Band is a soulful and electrifying band that perform classic and modern music. Specializing in playing today's top 40 popular music, Jazz, Classic Rock, R&B, and Reggae. Each nine members of the band brings a combination of vocal and instrumental skills and experience. The band's talent, skills, and experience has put them at the top of everyone's list for any occasion. The band consist of nine pieces, Bass, Drums, Keyboard, Guitar, Saxophone and four lead vocalists.

Gates open at 6:30 pm; concerts start at 7:30. Bring your lawn chairs and bring the family, but please leave pets at home! Outside food and beverage is

more

[Broadway World – Old School Square Announces New Seating Options]



Sun Sentinel – Delray Beach Historic Crest Theatre Renovations

DELRAY SUN | COMMUNITY NEWS

Historic theater to undergo $1M in interior renovations

By AUSTEN ERBLAT
SOUTH FLORIDA SUN SENTINEL | SEP 06, 2019 | 11:25 AM

A historic South Florida theater that opened in the 1920s will renovate its interior to the tune of about $1 million. The first phase of the renovations will take about nine weeks and among the improvements will be increased space, seating and natural light, new carpet and fixtures, updated restrooms and more.

The **Crest Theatre** in **Delray Beach** — located in the heart of **Old School Square** — is a **National Register of Historic Places** site built in 1925 as a high school that now hosts art classes, exhibits, comedy and musical theater performances.

"**The Cornell Art Museum** [which sits next to the theater] just went through a $1 million renovation as well from the same donor and the same builders as well, so it will take that same look, refresh it and still pay homage to the history and the feel of the historic site," said Holland Ryan, chief operating officer at Old School Square Center for the Arts. "Margaret Blume is our private donor; she'll be doing the donation of $1 million."

Ryan said the renovations will be completed in two phases, the first of which is expected to take about nine weeks.

"The first phase will...be completed by Nov. 1 of this year and will include various upgrades including automatic openers to our historic doors. Because we're a national historic site, the doors are smaller and a little bit harder to get to and from for our art students and all our patrons, so we'll be adding automatic openers to those," he said.

Other renovations include "updating the lobby, opening it up, putting in a new box office, creative art school, reception desk, doing upgrades to our first-floor restrooms, all the carpeting and some of our bar area to increase and improve traffic for patrons that are visiting us for events to really move bar lines along," he said.

During the first phase, the Crest Theatre building will be closed, according to Ryan, but the box office and creative art school registration area will be available at the Cornell Museum and **online**.

"Some of the classes for the creative art school that start next semester are going to be relocated to the facilities on the south end of the building that are not a part of the phase-one renovation," Ryan said.

The renovation will be done by **Fort Lauderdale**-based architecture company **Walters Zackria Associates**.



[Broadway World – Old School Square Announces Free Friday Concert Series]



Old School Square Announces 'Free Friday Concerts'

by BWW News Desk Sep. 10, 2019

Tweet Share

Old School Square welcomes concert-goers of all ages to experience live music under the stars in downtown Delray Beach. Every Friday night from Oct. to Jan., downtown Delray Beach patrons can enjoy a free concert at Old School Square's outdoor Pavilion. Dozens of adventurous bands, ensembles and soloists, will take part in the Free Friday Night Concert Series. The 18 free concerts include a range of music from a variety of genres and ages. For the full Free Friday Night Concert Series line-up, please visit: oldschoolsquare.org/free-friday-concerts/.

Doors open at 6 PM and all concerts start at 7:30 PM. Concert-goers should bring low-back lawn chairs and/or blankets for seating. Limited amount of chairs are available to rent for a $5.00 fee. No outside alcoholic beverages or coolers are prohibited. Full bar and concessions are available for purchase. For more information, visit OldSchoolSquare.org or call (561) 243 - 7922 ext. 1. For concert updates/weather-related cancellations, follow Old School Square Pavilion on Facebook.

2019 - 2020 Free Friday Night Concert Series Line-up:
OCT. 4: Simply TINA - Tribute Band (Tina Turner tribute)
OCT. 11: Remix (Top 40)
OCT. 18: TK Blu (Soul, Motown of 60s, 70s, 80s)
OCT. 25: Chain Reaction (Journey Tribute)
NOV. 1: VAM Band (Funk, pop/top 40, R&B, Soul, Motown)
NOV. 8: The Wolfepak Band (Classic Rock, Jazz, Blues, Funk)
NOV. 15: Entourage (Top 40)
NOV. 22: Turnstiles - The Ultimate Tribute to the Music of Billy Joel
NOV. 29: Fab Fleetwoods (Fleetwood Mac tribute)
DEC. 6: JM and The Sweets (South Florida Soul)

[DelrayLakeIda.com – Friday Free Concert Series]

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Friday Free Concert Series at Old School Square

For the next few months, every Friday evening from 7:30 to 10:00, enjoy the outdoors and some great music at **Old School Square Pavilion**. You'll see all genres of music represented and fun is had by all!

For those of you who do not know the History of Old School Square: in the early 1900s, Delray Elementary and Delray High School was located on the corner of Atlantic and Swinton. Unfortunately, in the mid-1980s, Palm Beach County School Board abandoned both buildings and opened a new elementary school which we know today as Banyan Creek in western Delray.

The original school buildings became dilapidated and in a state of disrepair. A group of concerned citizens formed a task force, raised money and convinced the city of Delray Beach to buy the property. The rest is somewhat history as the success of this task force created the Old School Square, which includes the **Cornell Art Museum**, **Crest Theater** and **the Fieldhouse**.

In 2002, The Pavilion, a state of the art performance center was opened and hence the point of my writing – the home of the "free Friday night concert series" that brings us all together to enjoy music under the stars!

The Free Friday Night Concerts take place during the "seasonal months" of October through January. The music series is comprised of a variety of genres including rock, disco, blues, reggae, and more. The public is encouraged to bring their own lawn chairs or blankets as seating is casual and arranged on a first come basis.

For more details, and the line-ups, see: **http://oldschoolsquare.org/outdoor-music-events/**

Don't have chairs or blanket to bring or you forgot? don't fret! Chairs are available to rent for a nominal fee. Water, soda and spirits are also sold onsite. And on special occasions, food trucks have been in close proximity as well. No outside food is permitted. The event is open to all ages, and provides a fun family or friends night out. This annual popular event is yet another reason why Delray Beach has been **voted the 'best small town" in America!**

For more Arts and Culture resources in Delray, check out **our page here!**

[Weekend Broward – Free Frida Night Concert Series at Old School Square]

Weekend Broward Palm Beach

Home | Broward | Palm Beach | Local Events | Comedy | Food Truck Events | Band Director

Free Friday Night Concert Series at Old School Square 2019



Old School Square welcomes concert-goers of all ages to experience live music under the stars in downtown Delray Beach. Every Friday night from October 2019 to January 2020, downtown Delray Beach patrons can enjoy a free concert at Old School Square's outdoor Pavilion. Dozens of adventurous bands, ensembles and soloists are scheduled to participate in the Free Friday Night Concert Series. A total of 18 free concerts include a range of music from a variety of genres and ages.

Doors open at 6 PM and all concerts start at 7:30 PM. Concert-goers should bring low-back lawn chairs and/or blankets for seating. A limited number of chairs will be also be available to rent for a $5.00 fee. Outside alcoholic beverages or coolers are prohibited. A full bar and concessions will be onsite providing food and drinks for purchase.

2019 – 2020 Free Friday Night Concert Series Lineup

OCT. 4: Simply TINA – Tribute Band (Tina Turner tribute)

OCT. 11: Remix (Top 40)

Living Fla.com – Free Friday Concert Series – Simply Tina

LIVING FLA.com



« All Events

FREE FRIDAY CONCERTS – SIMPLY TINA AT OLD SCHOOL SQUARE PAVILION

FRIDAY, OCTOBER 4, 7:30 PM - 10:00 PM FREE

Share This:

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Simply Tina is a world class Tina Turner tribute band composed of talented musicians, singers & dancers. This high energy show invites audience participation to get you out of your seats while you sing along to many of Tina's hits! Simply Tina is a full live band – no lip syncing, no backing tracks all singing & every note is performed live.

Gates open at 6:30 pm; concerts start at 7:30. Bring your lawn chairs and bring the family, but please leave pets at home! Outside food and beverage is not permitted; full bar and concessions available on site.

[Broadway World – Cornell Art Museum Brings Unique Exhibit to Delray Beach]



Cornell Art Museum Brings Unique Exhibit To Delray Beach

by BWW News Desk Sep. 9, 2019

Tweet Share

Old School Square invites art-goers and patrons of all ages to experience an all new exhibit by Ron Garrett. "Sinking Tides" is educational and historic exhibition including the artist's original prints, sculptures, and paintings combined with recycled materials and everyday found objects. This exhibition will focus on the ocean tides' influence and effects through processes of change and corrosion to man-made objects. The focus is on the poetry of the forces of nature, decay as well as the corrosive power of saltwater on human endeavors.

The exhibit is in conjunction with the City of Delray Beach's "Rise: Climate and Art Weekend." Each October, The City of Delray Beach organizes a climate education outreach event to raise awareness about the impacts of climate changes and the need to proactively adapt.

This Spotlight Gallery Exhibit is available to patrons Oct. 4th and 5th. Admission to this exhibit and the Cornell Art Museum is free during the Downtown Development Authority's First Friday Art Walk on Oct. 4th from 6 PM to 9 PM. Enjoy a self-guided tour through myriad styles of art, photography, furnishings and live entertainment, many themed around climate change and the rising tides.

[Boca Calendar – Seven Solos Closing Performance]

Seven Solos Closing Performance

October 5 @ 5:00 pm



Join us for a de-installation performance of artist Giannina Dwin's *Ebb and Flow* salt installation. Experimental creator and performer Niurca Marques will dance atop of the salt installation, moving the salt and deconstructing the installation.

[Boca Calendar – The Symphonia]

New Directions Music Series

April 21, 2020 @ 7:30 pm | Recurring Event (See all)

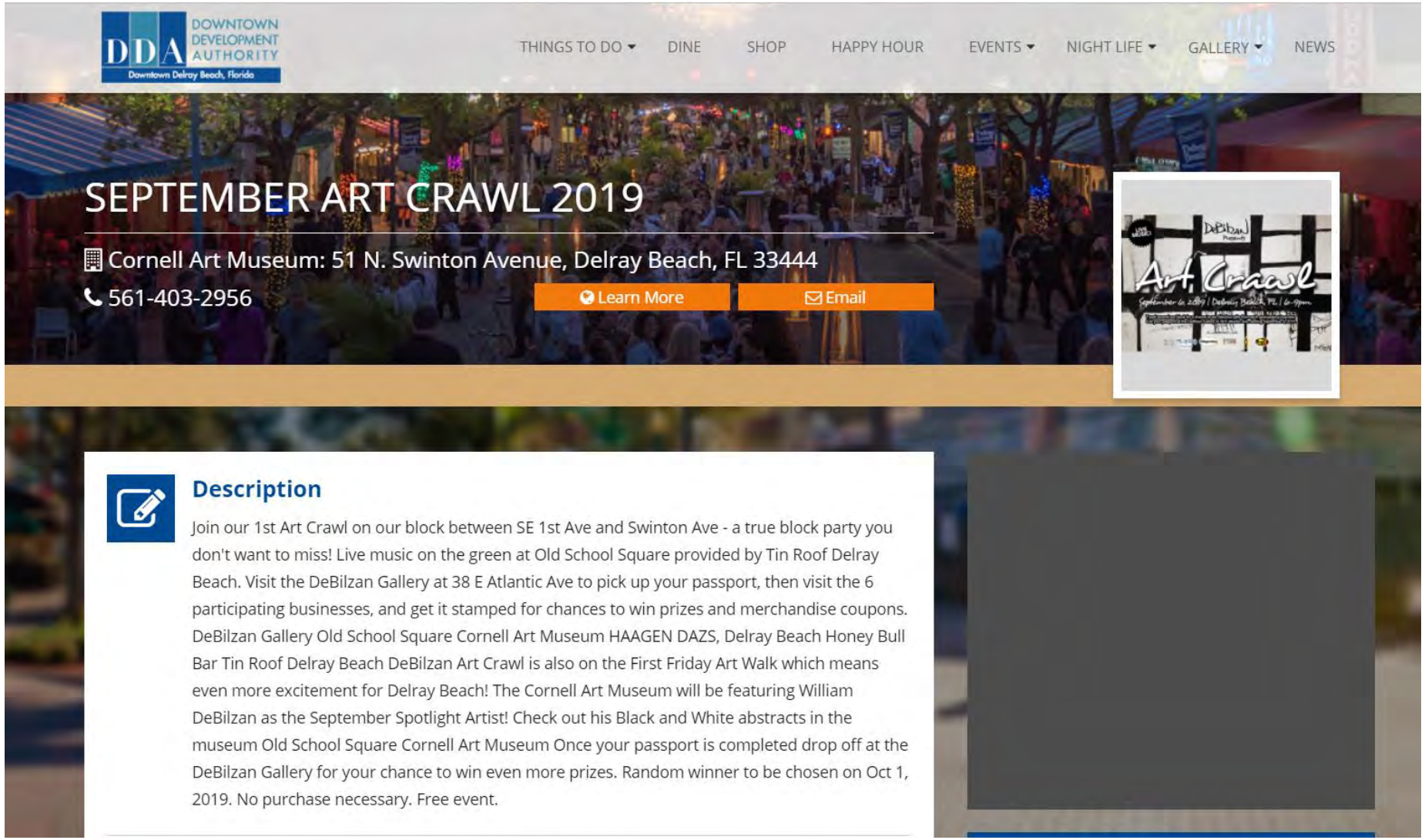


The SYMPHONIA (thesymphonia.org), South Florida's world-class chamber orchestra, announced that it is launching New Directions, a music series at the Crest Theatre at Old School Square, 51 N. Swinton Avenue, Delray Beach. Fresh, engaging and interactive with a dash of the unconventional, New Directions will combine powerful music with unique theatrical elements.

Grammy-nominated Alastair Willis has been named Principal Conductor and Music Advisor of the series. A brilliant musician, Willis is known for his strong podium presence and engaging and attractive personality. His appearances with The Symphonia are audience favorites.

> The New Directions Music Series will includes two performances:
>
> DECEMBER 10, 2019 at 7:30 p.m.
> Alastair Willis, Principal Conductor
>
> Lights, Camera, Action!
> COPLAND Music for Movies
> WAGNER Siegfried Idyll
> RESPIGHI Trittico Botticelliano
>
> Sound meets sight in this evening of cinematic and artistic exploration. Discover how music transforms movies, the way Wagner was inspired by his muse, Cosima, and how three masterful paintings inspired an entirely new work of art.
>
> APRIL 21, 2020 at 7:30 p.m.
> Alastair Willis, Principal Conductor
>
> BACH at CREST
> BACH, Brandenberg Concerto No.3
> BACH, Suite No. 2 in B Minor
> BACH, Double Violin Concerto in D Minor
> BACH Air on a G String
> In this program J.S. Bach, as portrayed by Alastair Willis, will share insights on his personal and professional life at court in Köthen, Germany.
>
> "J.S. himself will be in the house on April 21st. The audience can go for baroque and discover what made Johann Sebastian Bach the master he was and learn what it was like to be a court musician in the 18th century," Annabel Russell said.
>
> Tickets are available at Oldschoolsquare.org or by calling 561-243-7922, ext. 1.

Downtown Delray Beach – September Art Crawl



[AARP – First Friday Art Walk – Sinking Tides by Ron Garrett]

MENU AARP Real Possibilities Join Renew Help Member Benefits Rewar

DELRAY BEACH, FL

Events

About AARP in Delray Beach · Events · Fall Fun · Volunteering · Change City

First Friday Art Walk: Sinking Tides By Ron Garrett

Friday, Oct 4, 2019 at 6:00pm

Cornell Art Museum at Old School Square
51 N Swinton Ave
Delray Beach, FL 33444

www.cornellartmuseum.org



[Fabor Plumbs Funtastic Finds – Art Crawl – Community Block Party]

Faborplumbs Funtastic Finds

Your guide to the ultimate in Florida fun and more!

Home Welcome to Faborplumbs Funtastic Finds

SEPTEMBER 5, 2019 ADAM J. SINCLAIR

Art Crawl is a community block party designed to support local businesses between SE 1st Ave. and Swinton Ave.

On Friday, September 6th, between 6 PM and 9 PM, the block between SE 1st Ave. and Swinton Ave. will be transformed into its first ever Art Crawl. Art Crawl was inspired by a group of local businesses whom wish to drive more traffic to their block of downtown Delray. Launching in conjunction with The First Friday Art Walk, Art Crawl welcomes the community to experience downtown Delray as a center for art. Art Crawl begins at The DeBilzan Gallery located at 38 E. Atlantic Ave. and guides attendees to the six participating business for chances to win prizes and merchandise coupons. In addition to visiting the participating businesses, Art Crawl will feature live music on the grounds of Old School Square provided by Tin Roof, and a cash bar with light bites inside The Cornell Art Museum.

Showcasing the work of William DeBilzan for its September Spotlight Exhibition, the Cornell Art Museum will be open and free for the public to enjoy during Art Crawl. DeBilzan's art will remain on display during the month of September at the Cornell Art Museum.

Debilzan, notably known for his elongated abstract figures currently resides in South Florida with one of his galleries located in the heart of Delray Beach.

Supporting businesses; DeBilizan Gallery, Cornell Art Museum. Haagen Dazs of Delray Beach, Honey, Bull Bar, and Tin Roof.

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Arts Calendar – Classic Albums Live (sgt. Peppers – lonely hearts club band

Classic Albums Live: Beatles, Sgt. Pepper's Lonely Hearts Club Band

Presented by Old School Square *at* Pavilion at Old School Square, Delray Beach FL



CLASSIC ALBUMS LIVE takes the world's greatest musicians to faithfully recreate albums exactly the way they were recorded

CLASSIC ALBUMS LIVE takes the world's greatest musicians to faithfully recreate albums exactly the way they were recorded: note for note – cut for cut. No cheesy costumes, no bad imitations – just musical perfection.

Classic Albums Live will be honoring the Sgt. Pepper album with a 'note for note – cut for cut' performance featuring 16 of the world's best musicians. Every detail of the album will be performed with precision and grace. From the sitars and orchestra to the guitars

View more

[Arts Calendar – The Drifters]

BROWARD ARTS CALENDAR

The Drifters

Presented by Old School Square *at* Pavilion at Old School Square, Delray Beach FL



THE DRIFTERS...one of Rock & Roll's founding vocal groups is once again touring the U.S. under the auspices of the original management team. Up on the Roof. Under the Boardwalk. This Magic Moment. There Goes My Baby. Dance with Me. Spanish Harlem.

From their inception in the early 1950's and up until recently THE DRIFTERS has a symbiotic relationship with Rock & Roll legend George Treadwell, who's discovered and managed such famous artists as Dinah Washington, Sarah Vaughn and Nina Simone. The Treadwell Family was there when the original DRIFTERS formed and was responsible for guiding their career through 20 years of uninterrupted hits that has made them the second most successful recording artist of all time, according to Billboard

View more

[Arts Calendar – The Ultimate Tribute to the Music of Billy Joel]

BROWARD ARTS CALENDAR

Free Friday Concerts — Turnstiles: The Ultimate Tribute to the Music of Billy Joel

Presented by Old School Square *at* Pavilion at Old School Square, Delray Beach FL



Six Musicians, passionately and energetically paying tribute to Billy Joel. 100% live music from the heart....No fillers, no additives, no preservatives!

The Turnstiles show has consistently delivered an unforgettable Billy Joel Concert experience which has been met with rave reviews. Their energetic tribute is honest, heartfelt, completely live, celebrating Billy's music in a very engaging manner. Stories about Billy's history and even a bit of comedy keep the concert energetic, engulfing the audience in a true concert experience. All of

[Arts Calendar – The Clique]

BROWARD ARTS CALENDAR

Free Friday Concerts — The Clique

Presented by Old School Square *at* Pavilion at Old School Square, Delray Beach FL



A dynamic new band...playing the hits from every genre...keeping the party moving! Some of South Florida's most talented entertainers come together to rock the house!

The Clique is comprised of 4 singers with 4 unique styles. They are perfect for dance loving crowds, displaying a heavy focus on packing the dance floor and playing new top 40 music. In fact, their keyboard player is also a world-class sax player, who gets off the stage with the vocalists to hype up the crowd.

Vocal styles range from silky smooth Sam Smith, to carefree Katy Perry, to the cool flow of Bruno Mars.While top 40 hits are their most requested music, their playlist includes

View more

[Arts Calendar – JM and the Sweets]

Free Friday Concerts — JM and The Sweets

Presented by Old School Square *at* Pavilion at Old School Square, Delray Beach FL



Josh Miles is a Dallas Texas born/ Palm Beach Florida based singer/songwriter whose brand of Soul music encompasses a wide range of influences.

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[Arts Calendar – Fabulous Fleetwoods]

Free Friday Concerts — The Fabulous Fleetwoods

Presented by Old School Square *at* Pavilion at Old School Square, Delray Beach FL



South Florida's longest running rockin' blues band!

Since 1982, the Fabulous Fleetwoods have been entertaining South Florida's live music venues. Their unique blend of hard charged covers and rocked-up & inspired original blues, gives their audiences a trip through various musical styles of Rockin' Boogie, Roots Rock & Funk, Psycho Country, and an ability to make every show a Rock-n-Roll Rhythm & Blues party!

Gates open at 6:30 pm; concerts start at 7:30. Bring your lawn chairs and bring the family, but please leave pets at home! Outside food

View more

Arts Calendar – Valerie Tyson Band

Free Friday Concerts — Valerie Tyson Band

Presented by Old School Square *at* Pavilion at Old School School Square, Delray Beach FL



Valerie Tyson Band is a soulful and electrifying band that perform classic and modern music.

Valerie Tyson Band is a soulful and electrifying band that perform classic and modern music. Specializing in playing today's top 40 popular music, Jazz, Classic Rock, R&B, and Reggae. Each nine members of the band brings a combination of vocal and instrumental skills and experience. The band's talent, skills, and experience has put them at the top of everyone's list for any occasion. The band consist of nine pieces, Bass, Drums, Keyboard, Guitar, Saxophone and four lead vocalists.

Gates

View more

[Arts Calendar - REMIX]

Free Friday Concerts — REMIX

Presented by Old School Square Cultural Arts Center *at* Old School Square Cultural Arts Center, Delray Beach FL



For over 10 years REMIX has ruled the South Florida nightclub scene playing an extensive playlist of hits from every genre. With one of the most exciting stage shows, they truly know how to entertain and fully engage the crowd.

Get ready to feel the soulful vocals from 3 powerhouse singers, backed by an impressive lineup of musicians. The female lead has been said to have the voice of Tina Turner and the dance moves of J-Lo. REMIX'S unique ability to take cross-over hits by world-famous artists and make them sound as fresh as if one was hearing the song for the very first time is impressive.

Gates open at 6:30 pm; concerts start at 7:30. Bring your lawn chairs and bring the family, but please leave pets at home!

View more

Arts Calendar – TK BLU

Free Friday Concerts — TK Blu Band

Presented by Old School Square Cultural Arts Center *at* Old School Square Cultural Arts Center, Delray Beach FL



Hit the rewind on the cassette player. The TK BLU AND TH E UNCOOL BAND will take you on a journey thru the decades of ROCK AND ROLL.

The exciting 10-piece high energy band, featuring three dynamic ladies, combined with costume changes and video effects will have you reliving the music of the 60s, 70s & 80s.

Gates open at 6:30 pm; concerts start at 7:30. Bring your lawn chairs and bring the family, but please leave pets at home! Outside food and beverage is not permitted; full bar and concessions available on site.

Musical Director, Producer, and Musician, Tony Kessler, along with a group of gifted musicians, and three dynamic

View more

[Arts Calendar – Chain Reaction]

Free Friday Concerts — Chain Reaction

Presented by Old School Square Cultural Arts Center *at* Old School Square Cultural Arts Center, Delray Beach FL



Majesty of Rock's Chain Reaction faithfully re-creates the exact sounds and nuances of the super group, Journey.

Majesty of Rock's Chain Reaction faithfully re-creates the exact sounds and nuances of the super group, Journey. They pay special homage to Journey's best years when Steve Perry fronted the band. Lead singer John D'Agostino aces Steve Perry's golden voice, capturing his power, range and tone. He is backed by the exceptional talents of four equally sophisticated musicians. Majesty of Rock's passion for authenticity and attention to detail make the audience feel like they are at a real

View more

Arts Calendar - Entourage

Free Friday Concerts – Entourage

Presented by Old School Square *at* Pavilion at Old School Square, Delray Beach FL



With homegrown talent from the Magic City, these "Wynwood Kids" have energy to burn. As one of the best cover bands for hire, Entourage takes your party to the next level with smash hits from the old school to the new.

Entourage has become well known for their dynamic and youthful energy. They have a fun, energetic "college-party" vibe. The band includes 3 lead singers (two males and one female), to liven up the night. In fact, the male lead singer is also a charismatic emcee and host. They have shared the stage with Marc Anthony, Lenny Kravitz, and Mary J Blige.

Gates open at 6:30 pm; concerts start at 7:30. Bring your lawn chairs and bring the family, but please leave pets at home! Outside food and

View more

[Arts Calendar – VAM band]

Free Friday Concerts — VAM Band

Presented by Old School Square *at* Old School Square Cultural Arts Center, Delray Beach FL



"VAM Band is the freshest event band in south Florida! Live entertainment covering your favorite songs from Funk, Pop, Soul, R&B, Motown, Latin, Reggae, and more!

"VAM Band is the freshest event band in south Florida! Live entertainment covering your favorite songs from Funk, Pop, Soul, R&B, Motown, Latin, Reggae, and more!

Gates open at 6:30 pm; concerts start at 7:30. Bring your lawn chairs and bring the family, but please leave pets at home! Outside food and beverage is not permitted; full bar and concessions available on site.

[Arts Calendar - Wolfepak]

Free Friday Concerts – WolfePak

Presented by Old School Square *at* Pavilion at Old School Square, Delray Beach FL



The Wolfepak Band is a virtual powerhouse of musical genius faithfully replicating the best Grammy and Hall of Fame hits in rock, jazz, funk and blues.

The Wolfepak Band is a virtual powerhouse of musical genius faithfully replicating the best Grammy and Hall of Fame hits in rock, jazz, funk and blues.

Get ready for an action-packed performance filled with powerhouse vocals, full-bodied harmonies, world class guitar, masterful piano solos, driving bass lines and an equally superb percussion section that will pull you deep into the rhythm. The top Grammy and Hall of Fame musical selections they paly are inspired by their unique and collective

View more

[Arts Calendar - Yanni]

Home > Music > PURE YANNI: Piano and Intimate Conversation

‹ Previous Listing Next Listing ›

Share

PURE YANNI: Piano and Intimate Conversation

Presented by Old School Square *at* Old School Square Cultural Arts Center, Delray Beach FL



Pure YANNI – Piano & Intimate Conversation For the first time ever, fans get up close with Yanni

Pure YANNI – Piano & Intimate Conversation

For the first time ever, fans get up close with Yanni

Presented by Frank J. Russo

For decades, Yanni has excited audiences with his dynamic live performances with the backing of a full band and orchestra. Now, Yanni will give fans an intimate look at his songs, his writing process and his inspirations with Pure Yanni. Pure Yanni will feature his famous orchestrations performed exclusively on a piano giving audiences a rare and intimate look inside

View more

[Discover the Palm Beaches – Simply Tina]

DISCOVER
THE PALM BEACHES
FLORIDA

Free Friday Night Concert - Simply Tina

VISIT OUR WEBSITE

51 North Swinton Avenue
Delray Beach, FL 33444

GET DIRECTIONS

(561) 243-7922

FOLLOW US:



October 4, 2019 to October 4, 2019

Music

Simply Tina is a world class Tina Turner tribute band composed of talented musicians, singers & dancers. This high energy show invites audience participation to get you out of your seats while you sing along to many of Tina's hits! Simply Tina is a full live band - no lip syncing, no backing tracks all singing & every note is performed live.

[Discover the Palm Beaches – Chain Reaction]

DISCOVER THE PALM BEACHES FLORIDA

Free Friday Night Concert - Chain Reaction

VISIT OUR WEBSITE

51 North Swinton Avenue
Delray Beach, FL 33444

GET DIRECTIONS

(561) 243-7922

FOLLOW US:



October 25, 2019 to October 25, 2019

Music

Majesty of Rock's Chain Reaction faithfully re-creates the exact sounds and nuances of the super group, Journey. They pay special homage to Journey's best years when Steve Perry fronted the band. Lead singer John D'Agostino aces Steve Perry's golden voice, capturing his power, range and tone. He is backed by the exceptional talents of four equally sophisticated musicians. Majesty of Rock's passion for authenticity and attention to detail make the audience feel like they are at a real Journey concert.

[Discover the Palm Beaches – TK Blue Band]

DISCOVER
THE PALM BEACHES
FLORIDA

Free Friday Night Concert - TK Blu Band

VISIT OUR WEBSITE

51 North Swinton Avenue
Delray Beach, FL 33444

GET DIRECTIONS

(561) 243-7922

FOLLOW US:



October 18, 2019 to October 18, 2019

Music

Hit the rewind on the cassette player. The TK BLU AND TH E UNCOOL BAND will take you on a journey thru the decades of ROCK AND ROLL. The exciting 10-piece high energy band, featuring three dynamic ladies, combined with costume changes and video effects will have you reliving the music of the 60s, 70s & 80s.

[Discover the Palm Beaches – VAM]

DISCOVER THE PALM BEACHES FLORIDA

Free Friday Concerts - VAM Band

VISIT OUR WEBSITE

51 North Swinton Avenue
Delray Beach, FL 33444

GET DIRECTIONS

(561) 243-7922

FOLLOW US:



November 1, 2019 to November 1, 2019

Music

"VAM Band is the freshest event band in south Florida! Live entertainment covering your favorite songs from Funk, Pop, Soul, R&B, Motown, Latin, Reggae, and more!

Gates open at 6:30 pm; concerts start at 7:30. Bring your lawn chairs and bring the family, but please leave pets at home! Outside food and beverage is not permitted; full bar and concessions available on site.

[Discover the Palm Beaches – WolfePak]

DISCOVER
THE PALM BEACHES
FLORIDA

Free Friday Concerts - WolfePak

VISIT OUR WEBSITE

51 North Swinton Avenue
Delray Beach, FL 33444
GET DIRECTIONS

(561) 243-7922

FOLLOW US:



November 8, 2019 to November 8, 2019

Music

The Wolfepak Band is a virtual powerhouse of musical genius faithfully replicating the best Grammy and Hall of Fame hits in rock, jazz, funk and blues.

Get ready for an action-packed performance filled with powerhouse vocals, full-bodied harmonies, world class guitar, masterful piano solos, driving bass lines and an equally superb percussion section that will pull you deep into the rhythm. The top Grammy and Hall of Fame musical selections they paly are inspired by their unique and collective backgrounds in Rock, Blues Jazz and Funk. Spend an evening with the band and you too will become a fan. That's a promise.

Their beautifully executed repertoire includes the hits of Steely Dan, Michael McDonald, Boz Scaggs, Joe Cocker, Crosby, Stills & Nash, Stevie Wonder, Luther Vandross, Blood, Sweat & Tears, Hall & Oates, The Beatles, Amy Winehouse, Bob Marley, Bonnie Raitt, Toto, and many others.

Gates open at 6:30 pm; concerts start at 7:30. Bring your lawn chairs and bring the family, but please leave pets at home! Outside food and beverage is not permitted; full bar and concessions available on site.

[Discover the Palm Beaches – Entourage]

DISCOVER
THE PALM BEACHES
FLORIDA

Free Friday Concerts - Entourage

VISIT OUR WEBSITE

51 North Swinton Avenue
Delray Beach, FL 33444

GET DIRECTIONS

(561) 243-7922

FOLLOW US:



November 15, 2019 to November 15, 2019

Music

With homegrown talent from the Magic City, these "Wynwood Kids" have energy to burn. As one of the best cover bands for hire, Entourage takes your party to the next level with smash hits from the old school to the new.

Entourage has become well known for their dynamic and youthful energy. They have a fun, energetic "college-party" vibe. The band includes 3 lead singers (two males and one female), to liven up the night. In fact, the male lead singer is also a charismatic emcee and host. They have shared the stage with Marc Anthony, Lenny Kravitz, and Mary J Blige.

Gates open at 6:30 pm; concerts start at 7:30. Bring your lawn chairs and bring the family, but please leave pets at home! Outside food and beverage is not permitted; full bar and concessions available on site.

[Discover the Palm Beaches – Turnstiles]

DISCOVER
THE PALM BEACHES
FLORIDA

Free Friday Concerts – Turnstiles: The Ultimate Tribute to the Music of Billy Joel

VISIT OUR WEBSITE

51 North Swinton Avenue
Delray Beach, FL 33444

GET DIRECTIONS

(561) 243-7922

FOLLOW US:



November 22, 2019 to November 22, 2019

Music

Six Musicians, passionately and energetically paying tribute to Billy Joel. 100% live music from the heart....No fillers, no additives, no preservatives!

The Turnstiles show has consistently delivered an unforgettable Billy Joel Concert experience which has been met with rave reviews. Their energetic tribute is honest, heartfelt, completely live, celebrating Billy's music in a very engaging manner. Stories about Billy's history and even a bit of comedy keep the concert energetic, engulfing the audience in a true concert experience. All of this along with multi-generational appeal draws standing ovations at every performance. These six musicians re-create Billy's classic songs in such a faithful way, it will certainly move the casual listener as well as the hard core "Joel fan" to their feet ...singing along with all the classics!

Gates open at 6:30 pm; concerts start at 7:30. Bring your lawn chairs and bring the family, but please leave pets at home! Outside food and beverage is not permitted; full bar and concessions available on site.

[Discover the Palm Beaches – Fabulous Fleetwoods]

DISCOVER
THE PALM BEACHES
FLORIDA

Free Friday Concerts - The Fabulous Fleetwoods

VISIT OUR WEBSITE

51 North Swinton Avenue
Delray Beach, FL 33444

GET DIRECTIONS

(561) 243-7922

FOLLOW US:



November 29, 2019 to November 29, 2019

Music

South Florida's longest running rockin' blues band!

Since 1982, the Fabulous Fleetwoods have been entertaining South Florida's live music venues. Their unique blend of hard charged covers and rocked-up & inspired original blues, gives their audiences a trip through various musical styles of Rockin' Boogie, Roots Rock & Funk, Psycho Country, and an ability to make every show a Rock-n-Roll Rhythm & Blues party!

Gates open at 6:30 pm; concerts start at 7:30. Bring your lawn chairs and bring the family, but please leave pets at home! Outside food and beverage is not permitted; full bar and concessions available on site.

[Discover the Palm Beaches – JM And the Sweets]

DISCOVER THE PALM BEACHES FLORIDA

Free Friday Concerts - JM and The Sweets

VISIT OUR WEBSITE

51 North Swinton Avenue
Delray Beach, FL 33444

GET DIRECTIONS

(561) 243-7922

FOLLOW US:



December 6, 2019 to December 6, 2019

Music

Josh Miles is a Dallas Texas born/ Palm Beach Florida based singer/songwriter whose brand of Soul music encompasses a wide range of influences. Josh's music can be described as Bluesy at times and relentlessly groovy at others (and many things in between), but, no matter what, the aim is to keep it soulful. Currently in South Florida the band, the Sweets, are influenced from the regions multicultural richness that can only be described as #southfloridasoul music.

Gates open at 6:30 pm; concerts start at 7:30. Bring your lawn chairs and bring the family, but please leave pets at home! Outside food and beverage is not permitted; full bar and concessions available on site.

[Discover the Palm Beaches – The Clique]

DISCOVER THE PALM BEACHES FLORIDA

Free Friday Concerts - The Clique

VISIT OUR WEBSITE

51 North Swinton Avenue
Delray Beach, FL 33444

GET DIRECTIONS

(561) 243-7922

FOLLOW US:



December 13, 2019 to December 13, 2019

Music

A dynamic new band...playing the hits from every genre...keeping the party moving! Some of South Florida's most talented entertainers come together to rock the house!

The Clique is comprised of 4 singers with 4 unique styles. They are perfect for dance loving crowds, displaying a heavy focus on packing the dance floor and playing new top 40 music. In fact, their keyboard player is also a world-class sax player, who gets off the stage with the vocalists to hype up the crowd. Vocal styles range from silky smooth Sam Smith, to carefree Katy Perry, to the cool flow of Bruno Mars. While top 40 hits are their most requested music, their playlist includes chart-toppers from the last 5 decades.

Gates open at 6:30 pm; concerts start at 7:30. Bring your lawn chairs and bring the family, but please leave pets at home. Outside food and beverage is not permitted; full bar and concessions available on site.

[Discover the Palm Beaches – Higher Ground]

DISCOVER
THE PALM BEACHES
FLORIDA

Free Friday Concerts - Higher Ground

VISIT OUR WEBSITE

51 North Swinton Avenue
Delray Beach, FL 33444

GET DIRECTIONS

(561) 243-7922

FOLLOW US:



December 20, 2019 to December 20, 2019

Music

Higher Ground has one of the most diverse song lists of any cover band. From Elton John to Elvis, Jay-Z to Ariana Grande, there is virtually nothing they can't deliver. With dynamic vocals that soar above the musicians, you will find the perfect fit to make your event unforgettable. The lead male singer can do everything from country to hip-hop, while the two female leads give compelling performances of your favorite hit songs.

Gates open at 6:30 pm; concerts start at 7:30. Bring your lawn chairs and bring the family, but please leave pets at home! Outside food and beverage is not permitted; full bar and concessions available on site.

Discover the Palm Beaches – Valerie Tyson Band

DISCOVER THE PALM BEACHES FLORIDA

Free Friday Concerts - Valerie Tyson Band

VISIT OUR WEBSITE

51 North Swinton Avenue
Delray Beach, FL 33444

GET DIRECTIONS

(561) 243-7922

FOLLOW US:



December 27, 2019 to December 27, 2019

Music

Valerie Tyson Band is a soulful and electrifying band that perform classic and modern music. Specializing in playing today's top 40 popular music, Jazz, Classic Rock, R&B, and Reggae. Each nine members of the band brings a combination of vocal and instrumental skills and experience. The band's talent, skills, and experience has put them at the top of everyone's list for any occasion. The band consist of nine pieces, Bass, Drums, Keyboard, Guitar, Saxophone and four lead vocalists.

Gates open at 6:30 pm; concerts start at 7:30. Bring your lawn chairs and bring the family, but please leave pets at home! Outside food and beverage is not permitted; full bar and concessions available on site.

PR.com – Season Launch Party, Friday Night Fever

Old School Square Announces 2019-2020 Season Launch Party, Friday Night Fever

Friday Night Fever celebrates the opening of Old School Square's 2019-2020 season on October 4, 2019.



Delray Beach, FL, September 15, 2019 --(PR.com)-- Old School Square announces Friday Night Fever – a '70s inspired Season Launch Party celebrating the opening of its 2019-2020 season. Visitors will find fun and interactive activities across the entire Old School Square campus.

During the celebration, visitors will be able to enter for a chance to win one of six grand prize packages. The six grand prize packages include prizes from each of Old School Square's departments. Winners will be announced that evening from the Pavilion stage during Simply Tina's performance intermission. Guests will be able to purchase food from local vendors, while Old School Square will provide free popcorn and a full cash bar and concession.

Season Launch Party Schedule of Events
Old School Square Creative Arts School Open House: Starting at 6PM, visitors can meet the Creative Arts School instructors, view live art demonstrations, participate in an interactive project, and discover the 2019 and 2020 classes and workshop offerings. Visitors will also learn more about the latest addition of drama classes for adults, instructed by John McMullen MFA. Light bites and a cash bar will be available.

Old School Square Pavilion Stage: Festivities begin at 6PM with interactive entertainment. Then, to kick-off Old School Square's Free Friday Concert series, Simply Tina, a Tina Turner tribute band will perform at 7:30 PM on the Pavilion stage. Visitors are encouraged to visit the Loggia located next to the Pavilion stage to meet a handful of Old School Square's event partners, such as Yoga Fun Day and Beatles on the Beach.

Old School Square Cornell Art Museum: In tandem with First Friday Art Walk, visitors are welcomed into the Cornell Art Museum beginning at 6PM at no charge. Visitors will be able to view the "Sinking Tides" exhibition in the Spotlight Gallery, featuring artist Ron Garrett. Visitors also have the opportunity to view the Cornell Art Museum's main exhibition, Seven Solos, which closes on October 5.

Old School Square Information Tent: The Old School Square Information Tent will be located on the grounds of Old School Square during the celebration. Visitors can pick-up a copy of the latest Arts & Entertainment Guide for the latest information on the upcoming Crest Theatre season. Visitors can also receive Old School Square swag in exchange for filling out a survey.

PR log – Season Launch Party, Friday Night Fever

OLD SCHOOL SQUARE DOWNTOWN DELRAY

PRLOG

Old School Square Announces 2019-2020 Season Launch Party, Friday Night Fever

Friday Night Fever celebrates the opening of Old School Square's 2019-2020 season on October 4,2019

By: Old School Square

DELRAY BEACH, Fla. - Sept. 13, 2019 - *PRLog* -- Old School Square announces Friday Night Fever – a '70s inspired Season Launch Party celebrating the opening of its 2019-2020 season. Visitors will find fun and interactive activities across the entire Old School Square campus.



During the celebration, visitors will be able to enter for a chance to win one of six grand prize packages. The six grand prize packages include prizes from each of Old School Square's departments. Winners will be announced that evening from the Pavilion stage during Simply Tina's performance intermission. Guests will be able to purchase food from local vendors, while Old School Square will provide free popcorn and a full cash bar and concession.

Spread the Word

Listed Under

Tag:
- Free Concert

Industry:
- Event

Location:
- Delray Beach - Florida - US

Subject:
- Events

Season Launch Party Schedule of Events;

Old School Square Creative Arts School Open House: Starting at 6PM, visitors can meet the Creative Arts School instructors, view live art demonstrations, participate in an interactive project, and discover the 2019 and 2020 classes and workshop offerings. Visitors will also learn more about the latest addition of drama classes for adults, instructed by John McMullen MFA. Light bites and a cash bar will be available.

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Click here for images of the 2018-2019 Season Launch Party (https://www.dropbox.com/sh/yxsas62pd2dz5us/AAAGSzCLH4rlED...)

[The Coastal Star – Friday Night Fever Season Launch Party at Old School Square]

The Coastal Star



Friday Night Fever: Season Launch Party at Old School Square

Added by Pippi

View Events

Event Details

Time: October 4, 2019 from 6pm to 10pm
Location: Old School Square
Event Type: community, event
Organized By: Pippi
Latest Activity: **on Monday**

Export to Outlook or iCal (.ics)

Like

Share Tweet Like 0

Event Description

10/4 - Friday Night Fever: Season Launch Party at Old School Square, 51 N Swinton Ave, Delray Beach. Campus-wide event, suitable for all ages. 6-10 pm. Free. 243+7922; oldschoolsquare.org

[The Atlantic Current – Season Launch Party at Old School Square Pavilion]

THE ATLANTIC CURRENT®

Coastal Culture | Palm Beach & Broward County

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SEASON LAUNCH PARTY @ OLD SCHOOL SQUARE PAVILLION–DELRAY BEACH

OCTOBER 4

« Chris Duarte Group @ Funky Biscuit–Boca

Oakland Park Oktoberfest Celebration »

[The Chestnut Post – Old School Square Announces 2019-2020 Season Launch Party, Friday Night Fever]



PR log – DB Craft Beer Fest Announces Nightbeer Before Christmas

PRLOG

Delray Beach Craft Beer Fest Announces A Nightbeer Before Christmas

Located at the foot of the dark 100 ft. Christmas tree on October 26, 2019

By: Old School Square

DELRAY BEACH, Fla. - Sept. 13, 2019 - *PRLog* -
- Delray Beach Craft Beer Fest presents its first fall beer event, *A Nightbeer before Christmas* – A classic beer garden with a spooky twist. Visitors can enjoy fall brews while watching a showing of Tim Burton's classic movie, *A Nightmare before Christmas*.



On Saturday, Oct. 26 brewers from all over will mount their broomsticks and head to Old School Square to show off their newest and tastiest fall brews. The event is located at the foot of the dark 100 ft. Christmas tree and kicks off at 6PM. All ages are welcome to enjoy this family-friendly event, but must be 21+ to drink.

The event boasts $5 pours with dozens of local and national brewers. Visitors will be able to purchase a commemorative glass for $15 at the event with a complimentary first pour. Wooden tokens can be purchased for additional pours during the event.

This spooktacular event encourages participants to dress in their best Halloween costumes. Prizes for best costume will be announced during the event. Stay all night for the Oogie Boogie DJ, local food vendors and cash bar.

For more information: https://www.facebook.com/events/2425585160844105/

[Livingfla.com – 4th Annual Carols By Candlelight at Old School Square Pavilion]

LIVING FLA.com



4TH ANNUAL CAROLS BY CANDLELIGHT AT OLD SCHOOL SQUARE PAVILION

SATURDAY, DECEMBER 7, 8:00 AM - 5:00 PM $20 – $100

Share This:

Tweet Like

Get into the holiday spirit with our 4th Annual Carols by Candlelight holiday concert and community tradition!

Young, local performers will open the festivities. Then special guest performances by Mary Gaines Bernard (sister of Donna Summer) and the Holiday Voices, will get the holiday spirit rolling! Our headlining performer, Gloria Gaynor ("I Will Survive") will close out the evening. Popular and beloved holiday songs will be mixed with hit songs throughout the night!

The event culminates with the lighting of candles throughout the audience. It's a magical evening for the entire family! Proceeds will benefit Old School Square's NEW Community Arts Education program, launching in the 2020 – 2021 Season!

Admission:
$100 VIP (includes 3 drink tickets, private lounge and bar area, complimentary light bites and reserved seating area with NEW ASSIGNED SEAT!)
$50 Premium (reserved seating area with NEW ASSIGNED SEAT)
$20 General Admission (bring your own chair)

*Half off Premium and General tickets for children under 12!

PalmBeachCulture.com – Nightbeer Before Christmas

40 CULTURAL COUNCIL OF PALM BEACH COUNTY
SUPPORTING THE ARTS SINCE 1978

The NightBEER Before Christmas

Saturday, October 26, 2019 @ 6:00pm
Old School Square Pavilion



Halloween Beer Garden and (2) screenings of The Nightmare Before Christmas

Beer Garden with DJ

Film Screening of The Nightmare Before Christmas at 7PM & 9PM

$5 Pours/ $15 Commemorative Glass

Local food vendors available

SCHEDULE & TICKETS

FREE Admission: $5 Pours/ $15 Commemorative Glass

Saturday, October 26, 2019 @ 6:00pm · add to calendar

[FFEA – Nightbeer Before Chirstmas]

Florida FESTIVALS&EVENTS Association

Events > Festivals & Community Events > Art Festivals > The NightBEER Before Christmas

Select Language

The NightBEER Before Christmas

Date: Oct 26, 2019

Time: 6:00 PM - 11:00 PM

Location(s):

51 North Swinton Avenue Delray Beach, FL 33444 - 5612437922

https://www.dbcraftbeerfest.org/



[Arts Calendar – Nightbeer Before Christmas]

The NightBEER Before Christmas

Presented by Old School Square *at* Pavilion at Old School Square, Delray Beach FL



Halloween Beer Garden and (2) screenings of The Nightmare Before Christmas

Beer Garden with DJ

Film Screening of The Nightmare Before Christmas at 7PM & 9PM

$5 Pours/ $15 Commemorative Glass

Local food vendors available

[FL events and festivals - Nightbeer Before Christmas]

FL Events and Festivals

The NightBEER Before Christmas
Saturday, October 26, 2019 06:00 PM - 09:00 PM



Old School Square Pavilion
51 North Swinton Avenue
Delray Beach, FL 33444
United States
561-243-7922
Visit Website
Contact

Pricing/Ticket Info
Free Admission: $5 Pours/ $15 Commemorative Glass
Suitable for Children Y
Category Community
0

Refer a Friend
Report Listing
Print Listing
Add To Favorites

Boca Mag - Nightbeer Before Christmas

boca



OCTOBER, 2019

26 OCT

THE NIGHTBEER BEFORE CHRISTMAS

EVENT DETAILS

Halloween Beer Garden and (2) screenings of The Nightmare Before Christmas

Beer Garden with DJ

Film Screening of The Nightmare Before Christmas at 7PM & 9PM

$5 Pours/ $15 Commemorative Glass

Local food vendors available

TIME

(Saturday) 6:00 pm - 11:00 pm

LOCATION

Old School Square
51 N. Swinton Ave. Delray Beach, fl 33444

ORGANIZER

Old School Square
Old School Square
51 North Swinton Avenue

Boca Mag - Nightbeer Before Christmas

boca



OCTOBER, 2019

26 OCT

THE NIGHTBEER BEFORE CHRISTMAS

EVENT DETAILS

Halloween Beer Garden and (2) screenings of The Nightmare Before Christmas

Beer Garden with DJ

Film Screening of The Nightmare Before Christmas at 7PM & 9PM

$5 Pours/ $15 Commemorative Glass

Local food vendors available

TIME

(Saturday) 6:00 pm - 11:00 pm

LOCATION

Old School Square
51 N. Swinton Ave. Delray Beach, fl 33444

ORGANIZER

Old School Square
Old School Square
51 North Swinton Avenue

[SunSentinel- Nightbeer Before Christmas]

SunSentinel



"A Nightbeer before Christmas" will take place Oct. 26 at Delray Beach's Old School Square. (Delray Beach Craft Beer Fest / Courtesy)

- **Oct. 26: "A Nightbeer Before Christmas"** is a fall event presented by the Delray Beach Craft Beer Fest at **Old School Square**. The event will include lots of beer from lots of brewers in a spookily-decorated beer garden as well as screenings of the Tim Burton movie "The Nightmare Before Christmas." Pours are $5 and you can also buy a $15 commemorative glass (which comes with a free first pour). There will also be a costume contest, food vendors, cash bars and music from Oogie Boogie DJ. All ages are welcome, but you must be 21 and over to drink. The party starts at 6 p.m. The movie will be shown at 7 and 9 p.m. Admission is free. Old School Square is at 51 N. Swinton Ave., Delray Beach. For more information, go to **OldSchoolSquare.org**.

[The Atlantic Current - Nightbeer Before Christmas presented by Delray Beach Craft Beer Fest]

THE ATLANTIC CURRENT®
Coastal Culture | Palm Beach & Broward County

"A NIGHT BEER BEFORE CHRISTMAS"–PRESENTED BY DELRAY BEACH CRAFT BEER FEST. FEAT. SEASONAL BEER AND "A NIGHTMARE BEFORE CHRISTMAS"–OLD SCHOOL SQUARE–DELRAY BEACH

OCTOBER 26

[Eventful – Nightbeer Before Christmas]

eventful West Palm Beach Events Movies



HOME / WEST PALM BEACH EVENTS / FUNDRAISERS / THE NIGHTBEER BEFORE CHRISTMAS EVENT TIME & TICKETS

The NightBEER Before Christmas in Delray Beach

TRACK SHARE



October 26, 2019
Saturday 6:00 PM - 11:00 PM

Old School Square in Delray Beach
51 North Swinton Avenue
Delray Beach, Florida 33444
Map

PERFORMERS:

No Performers Listed

EVENT DETAILS

THE NIGHTBEER BEFORE CHRISTMAS

Halloween Beer Garden and (2) screenings of The Nightmare Before Christmas.

Beer Garden with DJ
Film Screening of The Nightmare Before Christmas at 7PM & 9PM
$5 Pours/ $15 Commemorative Glass
Local food vendors available

Cost: Free - Free admission; $5 Pours/ $15 Commemorative Glass
Categories: Fundraising & Charity

Floridant – Delray Beach Craft Beer Fest Announces Nightbeer Before Christmas


The Floridant

HOME EVENT BUSINESS FINANCE NON-PROFIT CONTRIBUTE

Delray Beach Craft Beer Fest Announces A Nightbeer Before Christmas

The Floridant/10036064

Located at the foot of the dark 100 ft. Christmas tree on October 26, 2019

DELRAY BEACH, Fla. - *Floridant* -- Delray Beach Craft Beer Fest presents its first fall beer event, *A Nightbeer before Christmas* – A classic beer garden with a spooky twist. Visitors can enjoy fall brews while watching a showing of Tim Burton's classic movie, *A Nightmare before Christmas.*

On Saturday, Oct. 26 brewers from all over will mount their broomsticks and head to Old School Square to show off their newest and tastiest fall brews. The event is located at the foot of the dark 100 ft. Christmas tree and kicks off at 6PM. All ages are welcome to enjoy this family-friendly event, but must be 21+ to drink.

More on The Floridant

- Woody's Bar-B-Q® of Ponte Vedra Teams Up with K9s For Warriors
- Realtor community unites to bring relief to the Bahamas
- Jacksonville: Find Your New Best Friend at the ACPS Duval Ford Adoption Event
- Tampa: Lane Closure on South Armenia Avenue Between West Cleveland Street and West Platt Street
- Tampa: Lane Closure on West Azeele Street Between South West Shore Boulevard and South Hesperides Street

The event boasts $5 pours with dozens of local and national brewers. Visitors will be able to purchase a commemorative glass for $15 at the event with a complimentary first pour. Wooden tokens can be purchased for additional pours during the event.

This spooktacular event encourages participants to dress in their best Halloween costumes. Prizes for best costume will be announced during the event. Stay all night for the Oogie Boogie DJ, local food vendors and cash bar.

For more information: https://www.facebook.com/events/2425585160844105/

[Evensi – Nightbeer before Christmas]

evensi
events for me

The NightBEER Before Christmas

Saturday **26 October** 2019 **6:00 PM** ▸▸ Saturday **26 October** 2019 **11:00 PM**

SAVE

Last update **08/09/2019**

Halloween Beer Garden and (2) screenings of The Nightmare **Before Christmas**.

Beer Garden with DJ
Film Screening of The Nightmare **Before Christmas at 7PM** & 9PM
$5 Pours/ $15 Commemorative Glass
Local food vendors available



[Discover The Palm Beaches - NightBeer]

DISCOVER
THE PALM BEACHES
FLORIDA

Beer and a Movie

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51 North Swinton Avenue
Delray Beach, FL 33444

GET DIRECTIONS

(561) 243-7922

FOLLOW US:



October 26, 2019 to October 26, 2019

Holiday

Halloween Beer Garden and (2) screenings of The Nightmare Before Christmas

[Palm Beach Culture – 4th Annual Carols By Candelight]

40 CULTURAL COUNCIL OF PALM BEACH COUNTY
SUPPORTING THE ARTS SINCE 1978

4th Annual Carols by Candlelight

Saturday, December 7, 2019 @ 7:30pm
Old School Square Pavilion

Get into the holiday spirit with this community tradition! Young, local performers will open the festivities, followed by special guest performances and headlined by Gloria Gaynor! The event culminates with the lighting of candles throughout the audience. It's a magical evening for the entire family!

Proceeds will benefit Old School Square's NEW Arts Education Programming, launching into local community schools in 2020-2021 season!

Local Student Performances by
Achievement Center
Banyan Creek Elementary School
Dimensional Harmonies
Milagro Center

Special Performances by
Mary Gaines Bernard (Sister of Donna Summer)
Holiday Voices (as seen at Disney, Sea World and Universal Theme Parks)

$100 VIP (includes 3 drink tickets, private lounge and bar area, complimentary light bites and ***NEW RESERVED SEAT!***)
$50 Premium (includes ***NEW RESERVED SEAT!***)
$20 General Admission

Doors at 6PM
Music at 7:30PM

SCHEDULE & TICKETS

$20 General Admission / $50 Premium / $100VIP · Call 561-243-7922 ext. 1

Saturday, December 7, 2019 @ 7:30pm · add to calendar

[Boca Mag: Your Week Ahead: Oct 1 to 7]

boca

FOOD & DRINK ▾ A&E ▾ CITY WATCH COMMUNITY ▾ VIDEOS EVENTS ▾ CURR

Home › Delray Beach › Your Week Ahead: Oct. 1 to 7

Delray Beach | Arts & Entertainment | The Week Ahead | Community | Upcoming Events

Your Week Ahead: Oct. 1 to 7

By **John Thomason** - September 30, 2019



Old School Square launches its season with free activities, one of the titans of the podcast world records live in West Palm Beach, and Savor Cinema screens one of the longest films in history. Plus, Adam Ant, Latin American art and more in your week ahead.



What: Season Launch Party

Where: Old School Square, 51 N. Swinton Ave., Delray Beach

When: 6 to 10 p.m.

Cost: Free

Contact: 561/243-7922, oldschoolsquare.org

Ready or not, "Season" is here, and Old School Square is celebrating with a campus-wide slate of free activities—with the exception of the Crest Theatre, which is undergoing renovation. On the outdoor Pavilion Stage, Forever Tina will provide the soulful kickoff to the venue's Free Friday Concert Series, performing the music of Tina Turner to a sure-to-be-packed lawn. The Cornell Museum will open its doors at no charge for attendees to ponder "Sinking Tides," a climate change-themed exhibition in its Spotlight Gallery; this is also the final weekend to see the main exhibition "Seven Solos," which closes Saturday. The Creative Arts School will open to the community in the Fieldhouse, where visitors can meet instructors, view live art demos and participate in an interactive art project. If that's not enough, the event coincides with First Friday Art Walk, so you can continue imbibing art at galleries throughout downtown.

Eblast Reports

Time Sent	Campaign Name	Total Sent	Open Rate	Total Unique Opens	Mobile Open Rate	Desktop Open Rate	Click Through Rate
2019/10/01, 8:05 AM	PAV_PR_OLD SCHOOL SQUARE ANNOUNCES A DONNA SUMMER CELEBRATION	304	13.00%	36	29.20%	70.80%	5.60%
2019/09/30, 2:15 PM	CAS_2019_OSS_OPEN HOUSE AND SEASON LAUNCH	6778	25.70%	1732	46.60%	53.40%	5.00%
2019/09/30, 1:35 PM	CAM_2019_PR_SINKING TIDES	7932	22.30%	1740	53.50%	46.50%	3.60%
2019/09/30, 10:25 AM	PAV_2019_OSS_Free Friday Night Concerts	7346	26.60%	1931	57.10%	42.90%	14.00%
2019/09/27, 1:40 PM	EVT_2019_A NIGHTBEER BEFORE CHRISTMAS_SAVE THE DATE	16115	22.80%	3528	48.90%	51.10%	4.50%
2019/09/26, 7:05 AM	CAM_PR_CORNELL ART MUSEUM PRESENTS FALL ART ON THE SQUARE	355	25.20%	75	28.20%	71.80%	1.30%
2019/09/18, 11:25 AM	PAV_2019_General Awareness, New Seating, Public Sales	18890	30.00%	5514	47.90%	52.10%	12.80%
2019/09/18, 11:24 AM	CAM_2019_JOIN US FOR ART CRAWL - THIS FRIDAY NIGHT	8352	26.30%	2155	52.40%	47.60%	12.30%
2019/09/17, 8:05 AM	DBB_PR_DELRAY BEACH CRAFT BEER FEST ANNOUNCES A NIGHTBEER BEFORE CHRISTMAS	463	32.90%	127	23.50%	76.50%	0.00%
2019/09/13, 3:26 PM	PAV_PR_OLD SCHOOL SQUARE ANNOUNCES 2019-2020 SEASON LAUNCH PARTY	460	23.00%	90	23.60%	76.40%	24.40%
2019/09/10, 9:06 AM	OSS_PR_OLD SCHOOL SQUARE ANNOUNCES FREE FRIDAY CONCERTS	462	24.10%	95	23.00%	77.00%	6.30%
2019/09/09, 10:30 AM	OSS_PR_CORNELL ART MUSEUM PRESENTS SINKING TIDES“ SPOTLIGHT GALLERY...	381	28.10%	91	11.90%	88.10%	2.20%
2019/09/04, 4:26 PM	OSS_PR_CORNELL ART MUSEUM LAUNCHES 1ST ART CRAWL IN DOWNTOWN DELRAY BEACH	463	28.30%	112	20.90%	79.10%	0.00%
2019/08/28, 10:56 AM	OSS_PR_REVEALS NEW SEATING DESIGNED TO OFFER A UNIQUE CONCERT EXPERIENCE	404	30.90%	106	11.40%	88.60%	1.90%

Items outside of Q1 contract

DATE	ITEM	Value / Time
7/18/19	Nancy secured billboards for NYE and May Beer Fest	$10,000
8/24/19	Nancy secured billboards for Carole's by Candlelight	$5,000
9/14/19	Lindi designed power point promotion of Season Launch, Simply Tina, Carole's by Candlelight and NYE for rotation on Chamber lobby screens (one facing street also)	1 hour
Sept	Lindi format and setup content for text messaging system	4 hours
Oct 4	Nancy & Lindi to work at Season Launch Oct 4th; monitor text messaging system	4 hours
9/12 & 13	Nancy assist on Holiday sponsor deck content and proofing	4 hours
9/20	Introduced Coffee business to Leanne for Holiday Season/Christmas Tree Lighting etc.	
	Actively working on securing sponsorship with Stormtight Windows	
	Actively working on securing sponsorship with Solid Waste Authority	
	Actively working on securing sponsorship with Republic National Distributing	
	Actively working on partnership / sponsorship with Hyatt Place (comp & discounted rooms)	
9/20	Solidified adding Old School Square to the events tab on the Freebee Mobile Application	1 hour





Items outside of Q1 contract

DATE	ITEM	Value / Time
9/20	Solidified in-kind sponsorship with DFS Graphics for Season Launch (use of large disco ball and design + printing of 5 oversized cutouts for photo ops	
9/20 – 21	Prepared 6 sponsorship proposals for Storm Tight Windows ($14,000) -AOTS (Fall & Spring), A Nightbeer Before Christmas, Winter Craft Beer Garden, Holiday Carousel, Holiday LED Wall	3 hours
9/23	Working with Freebee to feature specials: Freebee Deals are offered to local business to promote an offer or deal on their Ride Freebee profile. There is no extra charge extra for this. They create the ad so all that is needed is the verbiage for the promotion. There is a yellow button on the screen for the business to press/confirm whenever a customer redeems a deal which timestamps it. A business can offer a deal that refreshes daily, or a 1x lifetime use as a means of attracting a customer that they convert to a client. Places like a hair salon might offer a 1x lifetime use deal while a restaurant typically offers a deal that can be used 1x per day. Freebee Deals have proven to be a great way for us to help stimulate the local economy. It also provides our drivers a way to provide an extra to their passengers and help build stronger relationships.	1 hour
9/30	Prepared iHeart Recommendations for OSS schedule of events 2019-2020	3 hours
September	Report for end of month	8 hours

iHeart Radio Recommendations

- **WIOD – AM NEWS TALK RADIO**
  - MEDIAN AGE: 64 YEARS OLD
  - 75% MALE
  - WEEKLY LISTENERS: 195,700
  - MOBILE: 21,900
  - FB LIKES 15,300
  - WEBSITE UNIQUE VISITORS: 32,400

12/16, 12/30, 1/27, 2/17, 3/16 – OVATION SERIES
12/2 – ~~HANSEL & GRETEL~~ CAROLES BY CANDELIGHT
~~12/23 - HOLLYWOOD REVISITED~~
12/30, /3-2/10, 3/2, 3/23 – CABARET
1/6, 2/10-2/24, 3/9, 3/30 – CABARET
2/3 – STAYIN ALIVE
2/10- BROOKLYN TO BROADWAY
~~2/10, 2/17 – ANTHONY NUNZIATA'S AMORE!~~
3/9 – THE DUPREES
GOAL: REPETITIVE CHEAP ADS

- **WMIA-FM TODAY'S HITS**
  - MEDIA AGE: 44
  - 53% FEMALE
  - WEEKLY LISTENERS: 616,200
  - MOBILE: 11,700
  - FB LIKES 133,700
  - WEBSITE UNIQUE VISITORS: 17,500

12/16, 12/30, 1/27, 2/17, 3/16 – OVATION SERIES
12/2 – ~~HANSEL & GRETEL~~ CAROLES BY CANDELIGHT
~~12/23 - HOLLYWOOD REVISITED~~
1/27 – THE COCKTAIL HOUR
12/30, 2/3-2/10, 3/2, 3/23 – CABARET
1/6, 2/10-2/24, 3/9, 3/30 – CABARET
2/3 – STAYIN ALIVE
~~2/10, 2/17 – ANTHONY NUNZIATA'S AMORE!~~
3/16 – LEE ROCKER: THE STRAY CATS

GOAL: UTILIZE FB FANS

- **WHYI- FM #1 HIT MUSIC**
  - MEDIA AGE: 39
  - 52% FEMALE
  - WEEKLY LISTENERS: 740,400
  - MOBILE: 33,900
  - FB LIKES 119,400
  - WEBSITE UNIQUE VISITORS: 41,200

~~1/13 – THE GREAT DUBOIS~~

- **WBGG- FM CLASSIC ROCK**
  - MEDIA AGE: 53
  - 75% MALE
  - WEEKLY LISTENERS: 500,900
  - MOBILE: 25,200
  - FB LIKES 34,100
  - WEBSITE UNIQUE VISITORS: 36,000

(9/30-1/27) 18 WEEKS (8 SPOTS A WEEK) – FREE FRIDAY NIGHT CONCERTS – cut down to 4 spots a week
2/3 – STAYIN ALIVE
~~2/24 - BEGINNINGS~~
3/16 – LEE ROCKER: THE STRAY CATS
11/11, ~~12/23~~, 1/6, 1/20, 2/24, 3/16, 4/6 – CLASSIC ALBUMS LIVE

Partnership Campaign: They're giving you a lot of great value, I recommend to keep giving them tickets to giveaway. More giveaways = more time on air

Notes: Ask for added value for each station you're spending on (on top of the partnership campaign they're already offering).

WIOD –
CUT OUT:12/23 - HOLLYWOOD REVISITED, 2/10, 2/17 – ANTHONY NUNZIATA'S AMORE!
REPLACE: 12/2 – ~~HANSEL & GRETEL~~ CAROLES BY CANDELIGHT

Added Value: spending $4025.00, would like to see some added daytime spots for Caroles by Candlelight (November – December 2)

WMIA – *CUT OUT*:12/23 - HOLLYWOOD REVISITED, 2/10, 2/17 – ANTHONY NUNZIATA'S AMORE!
REPLACE: 12/2 – ~~HANSEL & GRETEL~~ CAROLES BY CANDELIGHT

Added Value: spending $4930.00, would like to see some added social media ads for Caroles by Candlelight (November – December 2)

WHYI – *CUT OUT*:1/13 – THE GREAT DUBOIS

WBGG – *CUT OUT*:2/24 – BEGINNINGS, 12/23 – CLASSIC ALBUMS LIVE
(9/30-1/27) 18 WEEKS (8 SPOTS A WEEK) – FREE FRIDAY NIGHT CONCERTS –**I would cut down to 4 weeks to save $** (Pretty sure the Friday Night Concerts have a large local following already, possibly cut out all together)

Added Value: spending $5985.00, would like to see some added social media ads for Classic Albums Live

Thank You!

OLD SCHOOL SQUARE

A **NOT FOR** PROFIT ORGANIZATION

Palm Beach Daily News

ARTS

Palm Beach Chamber Music Festival will be held online this year

Staff Writer Palm Beach Daily News

Published 4:00 p.m. ET July 9, 2020

In an ordinary year, the Palm Beach Chamber Music Festival would be in full swing. But as the COVID-19 pandemic continues to rage, the summer of 2020 is anything but ordinary.

Coronavirus restrictions have closed the festival's venues. That left the nonprofit musician-led event, which is entering its 29th year, with no place to rehearse or perform.

Faced with that reality, Old School Square in Delray Beach, one of its longtime venues, and the festival pooled their resources to produce an abbreviated virtual festival.

The 30-minute programs will be streamed at 7:30 p.m. on July 17, July 24 and July 31 on Old School Square's Vimeo channel.

"I think the community needs healing right now," said Holland Ryan, Old School Square's chief operating officer. "Music is part of that."

Need a break? Play the USA TODAY Daily Crossword Puzzle.

Flutist Karen Fuller, clarinetist Michael Forte and bassoonist Michael Ellert, who founded the festival, agreed.

"We felt we had to continue our mission, which is to stay engaged with the community," Fuller said "That's been our primary goal from the beginning."

Another powerful motivator was the prospect of providing work for musicians coping with a stretch of unemployment extending from mid-March, when the pandemic lockdown began, to the as-yet-undetermined reopening of performance halls.

"It's employment for these musicians," Forte said. "They would have had a whole month of nothing."

Neither Old School Square nor the festival had any experience producing virtual events.

Creating virtual content “is something we’ve talked about for a number of years,” Ryan said. “COVID-19 has given us the opportunity to move into the virtual format.”

Fortunately, Old School Square already had a film crew on site to record Page Turner Adventures, a virtual summer youth reading program available to libraries and families in 30 states. The crew agreed to videotape the festival as well.

Old School Square provided the space, additional technical help, and ticketing and marketing services. Fuller, Forte and Ellert secured the musicians and planned the programs.

“We’re using only our central core of musicians,” Fuller said. “They’re invested and willing to take a chance on this to see how it goes because everybody is anxious to get back to doing what we do.”

The programs are built around COVID-19 precautions as well as the festival’s usual formula of a variety of periods, styles and instrumentations. No works require more than three musicians, to allow for social distancing on stage. The recordings are conducted with a minimum number of workers and without an audience.

To keep within the 30-minute time frame, the programs consist of movements from pieces or shorter works.

“How long do people want to sit in front of a computer?” Fuller said.

Violinist Dina Kostic, cellist Susan Bergeron and pianist Lisa Leonard, who perform together as the Paradigm Trio, submitted a list of piano trios, including excerpts from Antonin Dvorak’s Piano Trio No. 3 in F minor, Paul Schoenfield’s Cafe Music and Johannes Brahms’ Piano Trio No. 2 in C major.

The founders added works such as Darius Milhaud’s Suite for clarinet, violin and piano; two movements from Mikhail Glinka’s Trio Pathetique in D minor for clarinet, bassoon and piano; and Camille Saint-Saens’ Tarantella for flute, clarinet and piano.

“It’s a bit of an unknown,” Ryan said. “There’s a lot of free content out there. Our hope is to do something that is well presented, filmed and recorded. It’s pieces people would normally see as an audience member at attractive and reasonable prices.”

Tickets cost $10 per program and $25 for all three. The videos will be available for one month.

Tickets are expected to go on sale next week on Old School Square's website at oldschoolsquare.org. Buyers will receive a link to the videos and instructions for how to access them.

If all goes well, the partners might produce another set of virtual concerts in the fall.

"If it's well received and we can get some donations, we'll try to make more," Forte said. After this summer's experiment, "we'll have a way better idea of how to do it," he said.

jsjostrom@pbdailynews.com

@sjostromjan

PALM BEACH ARTSPAPER

Suddenly, Old School Square becomes major concert venue

July 27, 2021 By Bill Meredith

5 SHARES Facebook Twitter 4



The Pavilion at Old School Square. (Photo from website)

A strange thing happened within the South Florida live music scene during — not after — the COVID-19 pandemic, especially between the fall of 2020 and summer of 2021. The outdoor Pavilion at Old School Square, the 3,500-person-capacity amphitheater in Delray Beach, charted an unlikely renaissance and became a major concert draw and destination.

Yet the seemingly overnight sensation has had a long climb toward this apex since being completed in early 2002. In previous years, the facility (which features a concession building with restrooms and covered loggias) hosted mostly local-to-regional acts in free shows before erecting fencing around its perimeter for its current concert culmination. It now resembles a slightly smaller version of the popular, 4,200-seat-capacity Mizner Park Ampitheater in Boca Raton.

“Mizner was actually built shortly after the Pavilion by the same architectural designer,” says Holland Ryan, Old School Square’s chief operating officer for the past two years, by phone in mid-July. “I’ve been with the organization for 21 years, including before the Pavilion was built, so I was part of its construction and layout design team. The original intent was to use it for community and regional events, like orchestras and a film series. Eventually, we also started free Friday night concerts, which built from four shows a year up to 18 right up to the start of the pandemic.”

There were also sporadic early appearances by international acts, like blues singer Etta James and funk band the Ohio Players. But since last October, marquee bands and artists as diverse as New Found Glory, Grace Potter, Al Di Meola, Sister Hazel, the North Mississippi Allstars, Tommy Emmanuel, the Allman Betts

“I spent a lot of time with my staff going over every CDC requirement and social distancing procedure,” Ryan says, “and coming up with ideas to not only make the artists feel safe, but also our audience and staff. And it all took hold pretty quickly. Previously, we booked a lot of tribute acts, and ones that were relatives of famous people and had familiarity through their name recognition. But COVID-19 actually gave us an opportunity to present actual name artists once they realized it was safe to play here. I believe the Pavilion was one of the first venues of its size to reopen in the nation, and word spread quite fast.”

Pop star and Palm Beach resident Jimmy Buffett even felt safe enough to take the stage with members of his Coral Reefer Band for four sold-out nights in mid-May.

“The plane is out of the hangar, on the runway,” Buffett said from the Pavilion stage on May 13, during his first live show in more than a year, “and we took off tonight.”

“I believe Jimmy will be back again,” says Ryan. “We were at 888-seat capacity for each of his four appearances because of the pods. We’ve since graduated to a modified, hybrid seating version where the front section is still all socially distanced pods with setups of four seats, and the back half is seating that’s distanced row-to-row, but not seat-to-seat. That puts capacity at 1,400 patrons. Our next bump up, scheduled for August 1, will put us at 2,500-seat capacity, and we hope to back to a full 3,500 by the beginning of September.”

“We have no restrictions currently regarding capacity,” Ryan adds. “I just wanted a phased approach to reopening. I didn’t want to go back to full houses with a new variant and cases rising again. I know neither the staff nor the patrons are fans of having to wear masks as they enter and exit, but it’s for everybody’s safety.”

In late July, King Crimson, the British progressive rock juggernaut that’s managed to stay relevant since forming in 1968, blew the figurative roof off the Pavilion. Two nights later, New York City rockers Living Colour injected the venue with their own famed cult of personality. Each show was sold out with the 1,400-seat capacity cap in place.



Rocker Grace Potter appeared at Old School Square's Pavilion in April. (Photo by Regina Campbell/ArtsPaper file photo 2020)

Located on North Swinton Avenue near Atlantic Avenue, downtown Delray Beach's two-lane thoroughfare, Old School Square events can create traffic and parking dilemmas, especially during sold-out shows.

"My team spent a lot of time forming a plan with the city," he says, "the police and fire departments; parks and recreation, and streets teams, all to make it as close to a perfect scenario as anyone could create. The Jimmy Buffett shows were, without a doubt, the largest things to happen recently in Delray Beach, and logistically, they came off without a hitch. Parking, traffic and foot traffic have always been concerns, but we stress to every ticket buyer parking garage locations and pick-up and drop-off locations for ride share programs."

best locations, perhaps, because you'll have to walk a bit. But you'll be within four or so blocks from the venue, giving you the opportunity to walk down Atlantic Avenue and see all the restaurants and other establishments it has to offer."

Old School Square is so named because its Cornell Museum of Art is situated in the old Delray Elementary School building from 1913, and its vintage gymnasium and 347-seat Crest Theatre reside in restored Delray High School buildings from 1925. Upstairs in the Crest Theatre building, the modern Creative Arts School offers students visual art, photography, and writing classes.

"There are six classrooms at the Creative Arts School, with a capacity of 15 to 20 students for each," says Ryan. "But we've moved classes to a virtual format because of the pandemic, adding a music school and culinary arts school. We're also looking at creating a film school soon, and have gone from around 18 classes a semester to more than 40, with an average of 40 to 80 students per class globally, not just locally. Professors too, now including ones in Kenya, France and elsewhere. So we'll start to bring back some classes in person, but for the most part, we'll be continuing on as a virtual creative arts program. It's worked wonderfully."

A registered nonprofit cultural arts organization, Old School Square also features a multi-tiered membership program, with perks from discounted museum admission and free registration for a class to invitations to exclusive VIP openings at the art museum and a brand-new feature — pre-sale access to ticketed shows.

The newly restored Crest had numerous events canceled because of the pandemic last season, but officially reopens with a Sept. 22 concert by popular Scottish singer/songwriter KT Tunstall. Its MusicWorks Concerts and Broadway Cabaret series will return in November and January, respectively.

The MusicWorks concerts kick off with veteran Memphis pop group The Box Tops (Nov. 5), and include tribute performances, plus original shows by John Mayall (Nov. 18), Corky Laing's Mountain (Jan. 26), Livingston Taylor and Jonathan Edwards (Feb. 23), Loudon Wainwright III (March 16), and Peter Asher (March 23). Houston-spawned trio King's X, which plays like a rock orchestra and sings like a choir, is also a surprise addition on April 16.

The Broadway Cabaret series begins with Tony Award-winning actress and singer Shoshana Bean (Jan. 17-18), and includes Norm Lewis (Jan. 31-Feb. 1), Linda Eder (Feb. 14-15), John Lloyd Young (March 7-8), Rachel Bay Jones (March 14-15), Mandy Gonzalez (March 28-29), Lucie Arnaz (April 11-12), and Telly Leung (April 25-26).

"We're in a bit of a slowdown," he says, "to give my staff a little break. It was reduced significantly near the start of the pandemic, and everyone has had to wear a thousand hats since. But I have about 85 shows booked for the Crest that I haven't announced yet, and about 75 for the Pavilion, which I'll start rolling out soon."

Put that under the category of Old School anticipation.

If You Go
Old School Square is located at 51 N. Swinton Ave., at the intersection with Atlantic Avenue, in downtown Delray Beach.
Tickets and info: 561-243-7922, oldschoolsquare.org.

Filed Under: **Music**
Tagged With: **Grace Potter**, **Jimmy Buffett**, **Old School Square**, **Ryan Holland**

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OLD SCHOOL SQUARE
ORGANIZATIONAL CHANGE STATUS UPDATE
AUGUST 2, 2018

Executive Summary

Old School Square (OSS), a non-profit performing and visual arts institution based in Delray Beach, is a key pillar of the City of Delray Beach's mission to provide a vibrant cultural community as a key element of the Delray Beach "All America City" positioning.

As a non-profit entity separate from the City of Delray Beach, OSS is able to provide a multiple amount of cultural and entertainment activities and services to the community without the City of Delray Beach having to support 100% of the OSS's budget. The majority of funding comes from operational activities and gifts / memberships / sponsorships, with the City of Delray Beach providing about a quarter of annual budget.

OSS is an important economic driver to our city. According to a survey conducted by the Palm Beach Cultural Council in 2015, the activities at OSS annually generate approximately $102 million in culture-related spending, including $14 million in visitor trip spending in Palm Beach County directly attributable to primary tourist attendance in addition to event-related spending.

As demonstrated, in addition to providing cultural activities that benefit the quality of life of Delray Beach, the economic impact of OSS is *over 100 times* the amount graciously provided each year by the City of Delray Beach.

Over recent years, the organization has been fiscally underperforming, using its reserve funds to cover the extensive amount of programs offered to the community. Recognizing the need to strengthen OSS's financial performance, for the past 4 years the board of directors has directed key staff and operational changes within the organization. While great progress was made during this time, still more work is necessary, and the transition is ongoing. This document highlights the value OSS provides to the community, and outlines the most significant changes made to date and the status of those in progress to ensure the fiscal health and sustainability of OSS over the long term.

OLD SCHOOL SQUARE
ORGANIZATIONAL CHANGE STATUS UPDATE
AUGUST 2, 2018

What is the value of Old School Square to Delray Beach?

1. Attracts visitors to Delray Beach. OSS is the most widely visited cultural venue in Palm Beach County
2. Generates over $4 million in local government revenue per year
3. Generates over 2,000 FTE jobs
4. Generates over $42,000,000 in annual residential household income
5. Generates $14 million local visitor trip spending
6. Generates $102 million in culture related spending
7. Provides cultural and entertainment opportunities to the residents of Delray Beach
8. Serves over 1,500 local residents who attend our arts related classes annually
9. Serves 13,000 attendees at our free outdoor concerts
10. Hosts over 500,000 attendees annually for events and gatherings on our campus
11. Provides 2,775 offerings composed of 590 distinct events hosted annually for the community.
12. Relieves the City's Parks & Recreation Department from the need to provide art classes, creative writing classes, photography classes, thus saving the city's direct resources.
13. Provides a competitive advantage to Delray Beach by being a major differentiator in what makes Delray Beach different from any other city in Florida – a cultural center on 4.5 acres in the heart of our downtown.
14. Is the home of the Christmas celebration and numerous other community events such as town hall meetings and just recently, the Parkland Shooting gathering of students.
15. Provides a gathering place for the community. OSS is the city's "living room", our "town square" located in the heart of our downtown.

Organizational Changes - Completed and In Progress

1. Created and implemented a new organizational chart and structure for better functional management and efficiency.
2. Worked with the City and CRA to repair the exterior of the buildings to make them more attractive and inviting to visitors.
3. Created 4 distinct business units to better manage each area and understand financials for each.
4. Revamped the accounting system completely with a new chart of accounts to provide more visibility as to how each business unit is performing.
5. Modified our annual budget projections, eliminating the reliance upon major gifts until we have a proven development process and can demonstrate a track record of predictable success in that area.
6. Through operational changes/reductions and revenue stream increases, produced a balanced budget for FY 2018-2019 and reduced 2018-2019 budget by approximately 20% from 2017-2018.
7. Implemented monthly black-out dates when OSS is closed. This will save $5,500 per black-out day.
8. Implemented Cross-Training of staff for better coverage across all services.
9. Eliminated 4 full time staff positions and one part time staff position, and reassigned staff for increased efficiency.
10. Postponed the hiring of a new CEO until sustainable budget is established.
11. Re-organized and decentralized the Center Services (facility rental) Department. With the creation of the 4 distinct business units, OSS has identified key staff members in each functional area to shepherd an event through the entire rental process of meeting with a potential client, holding the possible date, creating rental contract, confirming event, ensuring the execution of event, and sending final invoice.
12. Re-organized Marketing Department to use more digital marketing and less print

marketing. Established better metrics for measuring advertising effectiveness. In the process of outsourcing many marketing functions to decrease costs.

13. Just completed revamping website search engine optimization to increase traffic and engagement. See recent results at the end of this update.

Changes to Increase Private Financial Support - Completed and In Progress

1. Hired personnel dedicated to focus on sponsorships and private giving to increase our levels of support.
2. Enhanced the branding and benefits of our membership giving levels, including the creation of the “Producer’s Lounge”.
3. Pursued and obtained a major gift: **A $1 Million donation** specific to the Cornell Museum to completely renovate the interior and infrastructure of the museum.
4. Leveraged OSS enhanced assets for higher sponsorships levels (Example: Curated events at Cornell Museum by major sponsors).
5. Received the highest level of giving by patrons in our history other than bequests.
6. Increased the roles of our volunteers to include more administrative functions.
7. Secured a $50,000 sponsor for the Free Friday Night Concert Series for 2018-2019.
8. Secured in-kind advertising sponsorship with iHeart Media and iHeart Radio valued at over $75,000.

Programming Changes - Completed and In Progress

1. Modified our offerings to be more inclusive to all segments of the community.
2. Obtained an underwriting sponsor and added an evening National Geographic lecture series.
3. Improved our financial model for booking shows, changing our projections from a 70% - 75% occupancy forecast to a 50% occupancy forecast and as well as historical

data for similar types of shows when determining whether the cost of each show is worth the financial risk of offering it.

4. Analyzed the financial performance of all programs, eliminating and reducing those that were underperforming, including:
   a) Cancelled all programs in the Fieldhouse, and moving forward the fieldhouse will be programmed on a rental basis only.
   b) Postponed our previous lecture series events until it can be underwritten by a sponsor.
   c) Postponed our film classics series until it can be underwritten by a sponsor. Sponsorship discussions with a potential sponsor are now progress. In the meantime, modified Crest series shows to include shows suitable for families.
   d) Cancelled all Broadway series performances.
   e) Postponed our kids and family series until it can be underwritten by a sponsor.
5. Modified program schedule to including consideration of other events in the city that might compete with ours, thereby reducing our audience.
6. Coordinated calendar of offerings taking into account other programs and events that would serve the same audience within short times frames of each other.
7. Established management system of P&L responsibility for each program and event.
8. Established co-production partnerships, including:
   a) Completed Music Works coproduction series in the Pavilion for 5 events throughout the year to enable OSS to present additional programming at a reduced financial risk.
   b) In negotiations for coproduction of 11 events throughout March and April of 2019. Again, this will enable OSS to present artists and additional programming that we would not be able to afford at little risk to the organization.

Facility Rental Changes - Completed and In Progress

1. Using an outside consultant, performing an analysis of local competing rental spaces, including offerings and rental charges for each. Anticipate completion within 30 days. We will modify our rental rates and offerings accordingly.
2. Planning a September “Showcase” event to attract area event planners and acquaint

them with OSS as a unique venue, for all types of events.

3. In process of staging selected rooms in all OSS buildings to create marketing materials that will be distributed to Palm Beach County catering and event planning vendors.
4. Investigating outsourcing much of the food & beverage operations.
5. Increasing food and beverage revenues through increased rental activity and contractual obligations to require renters to utilize OSS and its preferred caterers.
6. Analyzed the full cost of our reduced rates for non-profit rental discounts and re-aligned the discounts so that they do not exceed the grant funding available for this purpose.

Creative Arts School Changes Completed and In Progress

1. Currently evaluating other revenue opportunities for classes.
2. Modified advertising of Art School by increasing online efforts and decreasing printing costs.
3. Focusing on increasing student count from current +/- 1,500 students per year to increase revenue for little additional cost.

Museum Changes Completed and In Progress

1. Reduced operating hours for our slower summer season to save overhead money.
2. Now branding the museum as a corporate event venue for cocktail parties and receptions.
3. Implemented museum entrance fee in lieu of voluntary donation.

Old School Square
SEO Optimization
As of August 1, 2018

Cornell: Active and verified for 2 months
17,563 Discovery Searched (Customer that has never searched this listing)
18,700 Direct search
112,000 Google maps/search results
1,130 searches that resulted in click through to website
438 direction requests
85 calls from search

Creative Arts School: Just active and verified Monday am
No results for the first 2 days as of yet, but not worry they will start pouring in!

Crest: Active and verified for 1 month
8,916 Discovery Searched (Customer that has never searched this listing)
11,300 Direct search
20,100 Google maps/search results
959 searches that resulted in click through to website
508 direction requests
136 calls from search

Old School Square: Active and verified for a while but updated in the last 2 months
24,780 Discovery Searched (Customer that has never searched this listing)
30,400 Direct search
59,000 Google maps/search results
1,170 searches that resulted in click through to website
1,070 direction requests
147 calls from search

Fieldhouse: Active and verified for 2 weeks
2,346 Discovery Searched (Customer that has never searched this listing)
3,090 Direct search
3,330 Google maps/search results
641 searches that resulted in click through to website
121 direction requests
2 calls from search

Pavilion: Active and verified Monday
2,565 Discovery Searched (Customer that has never searched this listing)
2,730 Direct search
4,750 Google maps/search results
29 searches that resulted in click through to website
96 direction requests
4 calls from search

Issue 7 | *2019-2020 SEASON GUIDE*

OLD SCHOOL SQUARE NEWS

ARTS & ENTERTAINMENT

51 N. Swinton Avenue • Delray Beach, Florida 33444 • OldSchoolSquare.org • 561-243-7922

INSIDE THIS ISSUE

2019-20 SEASON CALENDAR

NEW!
HALLOWEEN BEER EVENT
RESERVED SEATS @ PAVILION
WE'VE GOT *DRAMA*...CLASSES
THEATRE RENOVATIONS



2019 HEADLINER

GLORIA GAYNOR

CAROLS BY CANDLELIGHT

WELCOME TO THE 2019-2020 SEASON!

It is incredible to think it was only 31 years ago that three old, abandoned school buildings were saved from demolition thanks to a group of visionaries with a plan to protect our community's ties to the past and a will to reignite a desolate downtown.

Spearheaded by our eventual founder and chairman emeritus, Frances F. Bourque, Old School Square was incorporated in 1988 and soon thereafter became the catalyst for the renaissance of Delray Beach in the early 1990s. It is hard to imagine a Downtown Delray where most of the shops were closed down, there was little to no activity past 5PM and was not a particularly safe place to live or play. A life-long Delray resident once told me, "you could roll a bowling ball all the way down Atlantic Avenue, and it wouldn't collide with anything or anyone – that is how dead this place was."

It gives me immense joy that over the years our five venues: Cornell Art Museum, Creative Arts School, Crest Theatre, Fieldhouse and Pavilion, have grown to be one of the most widely visited cultural art centers in Palm Beach County. As a non-profit organization within a budget of just over $3 million, we've have ambitiously and efficiently utilized full and part-time staff, board of directors and volunteers to deliver a wide range of cultural and entertainment programming. Old School Square has also worked with as an impressive roster of partners and other non-profit community organizations.

Whether you are a seasoned patron or getting to know us for the first time, I hope you are just as excited as we are for the 2019-2020 season. With over 3,000 cultural offerings and entertainment ranging from contemporary art exhibitions, hundreds of art classes and workshops to intimate evenings with top Broadway performers and outdoor concerts under the stars - there truly is something for everyone to experience!

I encourage you to become a part of the Old School Square family and help us make a difference in *your* community today.

Sincerely,



Elise Johnson
Chair
Board of Directors

EXECUTIVE BOARD, LEADERSHIP & SENIOR STAFF

Elise Johnson
Chairman

Deborah Dowd
Vice Chairman

Debra Elmore
Treasurer

Sarah Crane
Secretary

Frances F. Bourque
Founder & Chairman Emeritus

Robert D. Chapin
President Emeritus

Shannon Eadon
CEO & President

Holland Ryan
Chief Operating Officer

Susan Andrews
Director of Ticketing Operations

Matthew Farmer
Senior Artistic Director

Marusca Gatto
Director of Art Events

Leanne Griffith
Director of Events

Melanie Johanson
Museum Director & Curator

Latoya Lawrence
Finance Director

Sharon Morgan
Director of Creative Arts School

Jayson Tomasheski
Technical Director

To get in contact with us please email Info@OldSchool.org

Old School Square Center for the Arts, Inc. is a 501 (c)(3) not-for-profit corporation. Donations are tax deductible, exclusive of benefits received, to the extent permitted by federal law. Only your support keeps live music, theater, contemporary art, and arts education alive in the heart of Delray Beach.



Early planning days with Frances Bourque and Ernie Simon (1980s)

OUR MISSION

Old School Square's mission is to be the community's cultural center, enriching the lives of all people by offering diverse experience in visual and performing art, education and entertainment; nourishing artistic expression and involvement, providing a community gathering place; and preserving our National Historic Site.

While Old School Square is a natural gathering place during times of reflection and sadness as in embracing a stricken community following of 9/11 and the Marjorie Stoneman Douglass school shooting, community members also come to our site to honor life's most memorable moments with weddings, mitzvahs and celebrations of all forms.



Peaceful walk-out and protest by Atlantic High and MSD High students (2018)

JOIN OUR FAMILY

You are invited to become a member, an integral part of the exciting future of Old School Square. With your support, Old School Square will not only continue to be the community's cultural center and gathering place but reach even higher in artistic excellence, enriching the lives of local residents as well as visitors to this Palm Beach County.

Old School Square is currently seeking partners to help fund services in key areas of impact. As a donor, you have an opportunity to make a difference in the community where you live. As a sponsor, you will receive the promotional benefits and goodwill that come with ties to the premier arts organization in Delray Beach. **Join us as a member, contribute, underwrite, sponsor, buy tickets or enroll in classes at Old School Square today!**

Adopt a Program: Support unique and innovative programming to build Old School Square infrastructure for future growth and expansion.

Adopt a Nonprofit: Underwrite rental fees, services and facility use by the area's many nonprofit organizations.

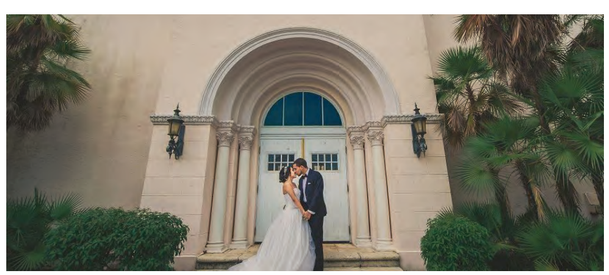
Adopt a Student/Artist/Photographer: Sponsor a deserving, emerging artist whose career is on the rise to enrich their knowledge and produce art for the community.

Adopt a Building Improvement Project: Adopt a chair, a room, or a wing to be a part of Old School Square's continued efforts to improve on its past.











ABOUT OUR HISTORIC VENUES

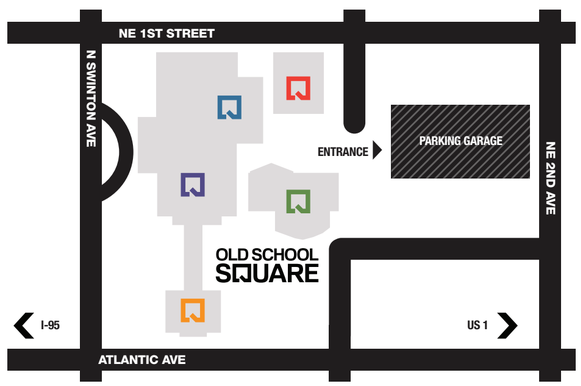
The **CORNELL ART MUSEUM** is housed in the restored 1913 Delray Elementary School building on the Old School Square campus, and strives to show nationally and internationally recognized, contemporary artists.

The **CREATIVE ARTS SCHOOL** is located on the second floor of the Crest Theatre building. The Creative Arts School offers beginner through master level classes and workshops, for all ages, during fall/winter and spring/summer sessions.

The **CREST THEATRE** is housed in the restored 1925 Delray High School building. It was dedicated in 1993 as the performing arts center of Old School Square. Originally the high school auditorium, the Crest Theatre was re-designed as a charming, 323-seat, state-of-the-art facility combining the original high school color (blue) with warm burgundy and gold accents.

The **FIELDHOUSE**, formerly known as the Vintage Gymnasium, c. 1925, originally a separate building, was connected to the Crest Theatre's backstage area during restoration in the 1980s. While the Fieldhouse is no longer used for sporting events, the Fieldhouse has been a popular venue for parties, wedding receptions, community events, town gatherings, and other creative uses.

Completed in early 2002, The **PAVILION** is a premier outdoor entertainment, festival and event venue located on the Old School Square Campus. The Pavilion is home to the popular *Free Friday Concerts* series, *LIVE! at the Pavilion*, *Classic Albums Live* series and community and partner events!



ADMINISTRATIVE & BOX OFFICE
MON - FRI | 10AM - 5PM

CORNELL ART MUSEUM
TUE - SAT | 10AM - 5PM
SUN | 1PM - 5PM

51 N. SWINTON AVENUE
DELRAY BEACH, FL 33444

561.243.7922

OLDSCHOOLSQUARE.ORG

Images from top to bottom: *Exterior of the Cornell Art Museum (former Delray Beach Elementary),flag raising day in 1913; Interior gallery of the Cornell Art Museum (former Delray Beach Elementary), Flora Exhibition, 2018; Exterior of the Creative Arts School & Crest Theatre Building (former Delray Beach High and Delray Beach Elementary); Exterior of the Fieldhouse (former Vintage Gymnasium); Image of Pavilion Stage and center grounds.*

Images courtesy of Delray Beach Historical Society, Carl Dawson, and 4th Ave Photo.

OLD SCHOOL SQUARE
DOWNTOWN DELRAY

2019 - 2020 SEASON

ART | CULTURE | ENTERTAINMENT

Schedule as of September 1, 2019

SEASON LAUNCH PARTY!!



FRI OCT 4, 2019
6PM - 7:30PM

FREE ADMISSION

Visit OldSchoolSquare.org for details

CORNELL ART MUSEUM

Art Couture



illustration by Amanda Perna

opening October 30 at 6:00PM
only at the Cornell Art Museum

FALL ART ON THE SQUARE

PRESENTED BY THE CORNELL ART MUSEUM



NOV 9, 2019 | 10AM - 5PM
NOV 10, 2019 | 10AM - 4PM

BEYOND BASEL

DECEMBER 4, 2019 | 7:00PM

ONLY AT THE CORNELL ART MUSEUM

Celebrate Miami Art Week at the Cornell Art Museum!
DJ, cocktails, light bites, artists in attendance!

SPRING ART ON THE SQUARE

PRESENTED BY THE CORNELL ART MUSEUM



FEB 8, 2020 | 10AM - 5PM
FEB 9, 2020 | 10AM - 4PM

CREATIVE ARTS SCHOOL



WINTER OPEN HOUSE

SAT DEC 7, 2019 | 12:30PM - 3:30PM

Meet the Creative Arts School instructors, view live art demonstrations and discover the exciting 2020 Winter classes and workshop offerings.

Light bites and a cash bar will be available

Free Admission



SPRING OPEN HOUSE

SAT MAR 21, 2020 | 12:30PM - 3:30PM

Meet the Creative Arts School instructors, view live art demonstrations, and discover the exciting 2020 Spring/Summer classes and workshop offerings.

Light bites and a cash bar will be available

Free Admission

FULL EVENT DESCRIPTIONS CAN BE FOUND ONLINE AT OLDSCHOOLSQUARE.ORG

ALL DATES, GUEST ARTISTS, AND PERFORMANCES ARE SUBJECT TO CHANGE WITHOUT NOTICE

Due to interior renovations in the Crest Theatre, the Box Office will be temporarily located in the Cornell Art Museum through early November 2019.

HAVE QUESTIONS?
CONTACT THE BOX OFFICE!

561-243-7922 ext. 1
BoxOffice@oldschool.org
MON - FRI | 10AM - 5PM
Closed for lunch from 1PM - 2PM

CREST THEATRE



COCKTAIL HOUR: THE SHOW

FRI/SAT DEC 20 - 21, 2019 | 8PM

Dancing drinks from around the globe take the stage in *Cocktail Hour: The Show*, by Ballets with a Twist. This **dazzling production from New York City** brings the Mai Tai, Martini, Manhattan, and more to life through a theatrical mix of original choreography, music, and design!

$67 Premium | $57 Regular



HOLLYWOOD REVISITED

FRI DEC 27, 2019 | 8PM

Acclaimed vocalists sing movie-related music while modeling original show costumes. Enjoy live musical accompaniment, anecdotes about the designer, the movie, and scene for each costume!

$65 Premium | $55 Regular



WINTER DANCE PARTY

FRI/SAT JAN 3 - 4, 2020 | 8PM

John Mueller's *Winter Dance Party* is the **official live and authentic re-creation** of Buddy Holly, Ritchie Valens, and the Big Bopper's final tour and the only show endorsed by all three estates. This live concert performance includes two hours of unbridled, high voltage entertainment featuring hit songs of the 50s!

$67 Premium | $57 Regular



THE GREAT DUBOIS

SUN JAN 19, 2020 | 7PM

A fast-paced, high energy circus show for all ages showcasing incredible feats of juggling, unicycle, aerial, circus stunts, contortion, magic, and audience interaction all wrapped up in a blanket of comedy. It's the most unique 2-person circus show you will ever see!

$65 Premium | $55 Regular



THAT GOLDEN GIRLS SHOW!

FRI/SAT JAN 31- FEB 1, 2020 | 8PM

A brand new puppet parody of your four favorite girls from Miami. Get set for an evening of cheesecake, jazzercise, shoulder pads, sex, and the elegant art of the quick-witted put-down!

$67 Premium | $57 Regular



THE COCKTAIL CABARET

MON FEB 3, 2020 | 8PM

An upbeat, stylish, intimate musical cabaret, reminiscent of vintage Vegas! This 70-minute musical revue features four Broadway-caliber powerhouse singers and a four-piece band led by renowned concert pianist Philip Fortenberry.

Table Seat $80 | Premium $65 | Regular $55



JOAN OSBORNE

WED FEB 5, 2020 | 8PM

Multi-platinum recording artist and seven-time Grammy nominee, this soulful singer is a highly sought-after collaborator who has performed alongside Stevie Wonder, Bob Dylan, Luciano Pavarotti, Taj Mahal, and Mavis Staples, just to name a few.

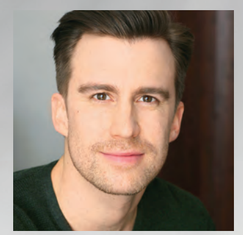
Table Seat $87 | Premium $72 | Regular $57

BROADWAY CABARET SERIES AT THE CREST THEATRE

presented in association with **MARK KELLER - KELLER MONASH PRODUCTIONS**

ALL SHOWS | MON & TUES AT 8PM

TICKETS STARTING AT $60



GAVIN CREEL
JAN 6 - 7, 2020



LILIAS WHITE
FEB 10 - 11, 2020



BETTY BUCKLEY
FEB 17 - 18, 2020



TOMMY TUNE
MAR 9 - 10, 2020



LUCIE ARNAZ
MAR 30 - 31, 2020

24 YEARS OF BRINGING BROADWAY TO DELRAY!



ANTHONY NUNZIATA'S *AMORE!*

FRI FEB 7, 2020 | 8PM

Internationally acclaimed singer, songwriter, entertainer, Anthony Nunziata, brings his soulful tenor voice to the greatest American and Italian love songs ever written. Joining Anthony is the world-class Ted Firth trio for a truly unforgettable evening.

Table Seat $80 | Premium $65 | Regular $55



STAYIN' ALIVE

SAT FEB 8, 2020 | 8PM

The largest and most definitive production of its kind, offering big screen video clips, photos, and dazzling imagery, offers to their audiences the songs and sights of a full Bee Gees playlist!

$65 Premium | $55 Regular



AL STEWART

THU FEB 13, 2020 | 8PM

Al Stewart came to stardom as part of the legendary British folk revival in the sixties and seventies and developed the combination of folk-rock songs with delicately woven tales of the great characters and events from history.

Table Seat $87 | Premium $72 | Regular $57



BROOKLYN TO BROADWAY

SAT FEB 15, 2020 | 2PM & 8PM

Enjoy a night of comedy with the star of one of the longest-running one-man comedies in Broadway history: *My Mother's Italian, My Father's Jewish & I'm in Therapy*. Steve Solomon uses his gift for acting, dialects, and voices, bringing to life twenty or more oddball people in hysterical situations to which we all can relate!

Table Seat $80 | Premium $65 | Regular $55



WAISTWATCHERS THE MUSICAL

FRI/SAT FEB 21 - 22, 2020 | 8PM

A hilarious and lighthearted look at four women dealing with their obsession with food and assorted body image issues. Set in Miss Cook's Women's Gym, the 22 clever and catchy songs propel the fun along as the ladies tackle all of life's issues!

$67 Premium | $57 Regular



LIVE & LET DIE *THE MUSIC OF PAUL MCCARTNEY*

WED MAR 4, 2020 | 8PM

Singer and recording artist, Tony Kishman is the creator and band-leader of *Live & Let Die*; a full multimedia experience celebrating the music of Paul McCartney and featuring four multi-talented musicians.

Table Seat $72 | Premium $57 | Regular $42

VIP TABLE SEATS AVAILABLE!

+ STAGE SIDE SEATING
+ 1 COMPLIMENTARY DRINK
+ TABLE SERVICE

To purchase, please contact the Box Office!





ABSOLUTELY HER-LARIOUS

SAT MAR 7, 2020 | 8PM

Frank Marino and his fabulous cast of female impersonators not only re-create, but almost uncannily duplicate, the likenesses of Hollywood stars! This show is one of Las Vegas' most spectacular productions!

Table Seat $80 | Premium $65 | Regular $55



TICKET TO THE MOON *AN ELO TRIBUTE*

WED MAR 11, 2020 | 8PM

Emulating The Electric Light Orchestra, the award-winning English rock band that formed in 1970, *Ticket to the Moon* is a ten-piece group presenting the best of ELO's hits – music characterized by a fusion of Beatlesque pop, classical arrangements, and futuristic iconography!

Table Seat $72 | Premium $57 | Regular $42



THE DUPREES

SUN MAR 15, 2020 | 7PM

2012 marked the 50th anniversary of "You Belong to Me" becoming a national hit. The Duprees are known the world over for their romantic interpretations of the most beautiful love songs ever written!

$67 Premium | $57 Regular



A JEW GROWS IN BROOKLYN 2.0

FRI/SAT MAR 20 -21, 2020 | 8PM

From the stoops of Brooklyn to the warmth of the Catskill's summers, Jake Ehrenreich combines real-life comedy, pathos, and music - from Classic rock to Yiddish - in this hilarious multi-media production!

Premium $75 | Regular $60



PETER ASHER

WED APR 8, 2020 | 8PM

Music legend Peter Asher is a British guitarist, singer, manager and record producer. He came to prominence in the 1960s as a member of the pop music vocal duo Peter and Gordon before going on to a successful career as a manager and record producer.

Table Seat $87 | Premium $72 | Regular $57

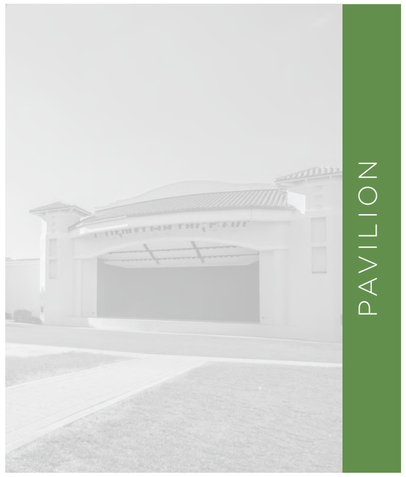


LET'S HANG ON!

THU APR 9, 2020 | 8PM

A group of six performers, four guys, two gals, and a four-piece band, one of the few shows that still uses live music. These singers and musicians bring to life the music and style of Frankie Valli and The Four Seasons by capturing the trademark vocal virtuosity, tight harmonies & crisp choreography that made their reputation.

$65 Premium | $55 Regular



SAT OCT 26, 2019
6PM - 11PM

THE NIGHTBEER BEFORE CHRISTMAS

SEASONAL BEER GARDEN + FILM SCREENING
presented by Delray Beach Craft Beer Fest

CLASSIC ALBUMS LIVE

LED ZEPPELIN *IV*

SAT NOV 16, 2019 | 8PM

CLASSIC ALBUMS LIVE gathers the world's greatest musicians to faithfully recreate classic rock albums exactly the way they were recorded: *note for note - cut for cut.* No cheesy costumes, no bad imitations - just musical perfection.

$75 VIP | $40 Premium | $20 General



THE DRIFTERS

THU NOV 21, 2019 | 8PM

Up on the Roof, Under the Boardwalk, This Magic Moment, There Goes My Baby, Dance with Me, Spanish Harlem, Stand by Me. The list of hits goes on and on. THE DRIFTERS...one of Rock & Roll's founding vocal groups is once again touring the U.S.!

$75 VIP | $40 Premium | $20 General

SUN DEC 8, 2019
11AM - 2PM

4th Annual Empty Bowls
DELRAY BEACH

Eat simply so others can simply eat

Old School Bakery | OLD SCHOOL SQUARE | Food Bank



WINTER CRAFT BEER GARDEN

Brought to you by Delray Beach Craft Beer Fest

DEC 21, 2019 | 6PM - 11PM

All ages welcome; 21+ to drink

CLASSIC ALBUMS LIVE

THE BEATLES

SAT DEC 28, 2019 | 8PM

SGT. PEPPER'S LONELY HEARTS CLUB BAND

CLASSIC ALBUMS LIVE gathers the world's greatest musicians to faithfully recreate classic rock albums exactly the way they were recorded: *note for note - cut for cut.* No cheesy costumes, no bad imitations - just musical perfection.

$75 VIP | $40 Premium | $20 General



CLASSIC ALBUMS LIVE

TOM PETTY & THE HEARTBREAKERS

SAT JAN 11, 2020 | 8PM

DAMN THE TORPEDOES

CLASSIC ALBUMS LIVE gathers the world's greatest musicians to faithfully recreate classic rock albums exactly the way they were recorded: *note for note - cut for cut.* No cheesy costumes, no bad imitations - just musical perfection.

$75 VIP | $40 Premium | $20 General

CLASSIC ALBUMS LIVE

AC/DC *BACK IN BLACK*

SAT JAN 25, 2020 | 8PM

CLASSIC ALBUMS LIVE gathers the world's greatest musicians to faithfully recreate classic rock albums exactly the way they were recorded: *note for note - cut for cut.* No cheesy costumes, no bad imitations - just musical perfection.

$75 VIP | $40 Premium | $20 General



CATAPULT

SAT FEB 22, 2020| 8PM

An *America's Got Talent* finalist from Season 8, *Catapult* is a magical production that features incredible dancers who work behind a screen to create shadow silhouettes of shapes from the world around us.

$75 VIP | $40 Premium | $20 General



BEGINNINGS *THE MUSIC OF CHICAGO*

FRI FEB 28, 2020 | 8PM

BEGINNINGS is a celebration of the music of Chicago, performed by world-class musicians and vocalists who recreate the sound, excitement, and emotion of three decades of hits from Chicago's hey-day!

$75 VIP | $40 Premium | $20 General

CLASSIC ALBUMS LIVE

CREEDANCE CLEARWATER REVIVAL

SAT FEB 29, 2020 | 8PM

CHRONICLE, VOL. 1

CLASSIC ALBUMS LIVE gathers the world's greatest musicians to faithfully recreate classic rock albums exactly the way they were recorded: *note for note - cut for cut.* No cheesy costumes, no bad imitations - just musical perfection.

$75 VIP | $40 Premium | $20 General

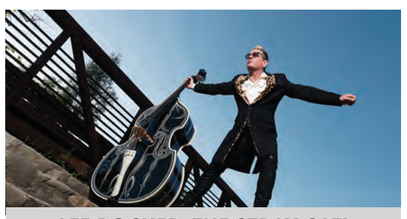
CLASSIC ALBUMS LIVE

PINK FLOYD *THE WALL*

FRI MAR 20, 2020 | 8PM

CLASSIC ALBUMS LIVE gathers the world's greatest musicians to faithfully recreate classic rock albums exactly the way they were recorded: *note for note - cut for cut.* No cheesy costumes, no bad imitations - just musical perfection.

$75 VIP | $40 Premium | $20 General



LEE ROCKER: THE STRAY CAT!

SAT MAR 21, 2020 | 8PM

Lee Rocker made his mark singing, playing, standing on, spinning and rocking his giant upright bass as a founding member of the Grammy-nominated music group The Stray Cats! Come hear Lee and his band perform Stray Cats hits plus lots of other rockin' songs!

$75 VIP | $40 Premium | $20 General

CLASSIC ALBUMS LIVE

FLEETWOOD MAC *GREATEST HITS*

SAT APR 11, 2020 | 8PM

CLASSIC ALBUMS LIVE gathers the world's greatest musicians to faithfully recreate classic rock albums exactly the way they were recorded: *note for note - cut for cut.* No cheesy costumes, no bad imitations - just musical perfection.

$75 VIP | $40 Premium | $20 General

FREE FRIDAY CONCERTS

ALL SHOWS:
DOORS AT 6PM | MUSIC AT 7:30PM

FREE ADMISSION
DONATIONS APPRECIATED

No outside food, drink, or pets allowed; full cash bar and concessions available.

OCTOBER 2019

4	Simply Tina
11	REMIX
18	TK Blue
25	Chain Reaction

NOVEMBER 2019

1	VAM Band
8	Wolfepak
15	Entourage
22	The Turnstiles
29	Fab Fleetwoods

DECEMBER 2019

6	JM & The Sweets
13	The Clique
20	Higher Ground
27	Valerie Tyson Band

JANUARY 2020

3	Artikal Sound System
10	Orange Sunshine
17	Classic Rock Therapy
24	Spider Cherry
31	Vinyl

CORNELL ART MUSEUM



DID YOU KNOW WE SUPPORT LOCAL ARTISTS?

Here at the Cornell Art Museum, we believe that art is a universal language, designed to educate and inspire! We are dedicated to cultivating the creative community by supporting educational organizations, children's groups, emerging artists, non-profit arts organizations, and more by providing a space for these groups to showcase their artwork.

Our *Spotlight Gallery* exhibitions open on the first Friday of the month, in tandem with Delray Beach First Firday Art Walk, and the artwork remains on view for the entire month.

The *Spotlight Gallery* encourages connection and communication between our community and the artists, allowing the unseen to be appreciated – in the *spotlight*!

All Spotlight Gallery exhibitions open on the first Friday of each month, from 6PM - 9PM with complimentary admission, light bites and cash bar available.

spotlight GALLERY | HOSTED BY THE CORNELL ART MUSEUM



FIRST THURSDAY SITE TOURS

The first Thursday of every month, Old School Squares offers a **docent-led site tour at 11AM and 1PM - starting in the Cornell Art Museum.** Guests will enjoy a presentation of vintage photos that takes you through the history of Delray Beach followed by a site tour through the beautifully restored, historic school buildings of the Old School Square campus!

Tours are $8 per person; no reservation necessary; for individuals or small groups.

INTERESTED IN A PRIVATE TOUR FOR YOU AND TEN OF YOUR CLOSEST FRIENDS? *Email Events@oldschool.org for info, pricing, and lunch options!*



SHOP FOR UNIQUE, FINE-ART GIFTS

The Museum Store is *the* place in Downtown Delray Beach to find a unique collection of fine art gifts. Hand-selected works from over 50 of the most vibrant community artists are elegantly displayed in the new space.

Visit the Museum Store to experience the finest in handcrafted jewelry, glass, wood, leather, and one-of-a-kind artful pieces for your home.

Hours* are TUES - SAT from 10AM - 5PM & SUN | 1PM - 5PM

**The Museum Store will be closed October 6th - 30th due to the installation of the Art Couture exhibition.*

MUSEUM INFORMATION

The Cornell Art Museum is a premier destination for contemporary art in Palm Beach County and strives to show internationally recognized artists. The Museum exposes visitors to artwork that is culturally relevant and exciting, fostering creativity and inspiring imagination. The exhibitions are thematic and change every six months. Don't miss the next exhibition, *Art Couture: The Intersection of Art and Fashion*, opening October 30 and running through early May 2020.

MUSEUM HOURS
TUES - SAT | 10AM - 5PM & SUN | 1PM - 5PM*
**Starting November 3rd; Closed Monday and major holidays.*

$8 General Admission
$5 Seniors 65+ and students with I.D.
Free for Old School Square Members, children under 12 and Veterans

CALL 561-243-7922 EXT. 306
EMAIL MuseumInfo@oldschool.org
VISIT CornellArtMuseum.org

The Museum will be closed October 6th - 30th for the installation of Art Couture. Please plan your visit accordingly. Featured images in this spread courtesy of Julia Rose Photography, Delray Beach Historical Society, and Dimitri Sagatov.



CREATIVE ARTS SCHOOL

WE'VE GOT DRAMA...CLASSES!

NEW COURSES!

Beginning in November, the Creative Art School will offer ongoing Drama curriculum for Adults! We aim to provide classes for a variety of interests and skill levels including theater-goers who want to know more about the art, actors who want to learn stage acting techniques to improve their performance, theatre professionals, and advanced amateurs who wish to refine their skills with more advanced work.

Drama Instructor: John McMullen (MFA Carnegie Mellon, MA San Francisco State, Society of Stage Directors & Choreographers, American Theatre Critics Association, taught at Carnegie Mellon and City College of San Francisco)

PLAY - GOING: LEARN HOW TO TALK ABOUT IT
Tuesdays| 1PM - 4PM
Term 2, 3, 4

AUDITIONING FOR THE STAGE
Tuesdays | 7PM - 9:30PM
Term 2, 3

ACTING OUT
Wednesdays | 7PM - 9:30PM
Term 2, 4

YOUR VOICE
Tuesdays | 7PM - 9:30PM
Term 4

ACTING: THE NEXT STEP
Wednesdays | 7PM - 9:30PM
Term 3



CREATIVE ARTS SCHOOL SEASON HIGHLIGHTS

In addition to the new Drama courses, we welcome five new instructors to the Creative Arts School family and 14 new classes - across every discipline - for a total of 187 classes and workshops in the Fall/Winter season! With classes ranging from beginner to master level and topics from Acting Out to iPhoneography, there's something to spark the inner artist in you!

Registration opens September 2nd. Classes begin October 2nd. Register and reserve your spot now!



LEARN MORE ABOUT COURSE OFFERINGS

Pick up a copy of the 2019-2020 Fall/Winter brochure for details!



SCHOOL INFORMATION

The Creative Arts School is located on the second floor of the Crest Theatre building and offers beginner through master level classes, for all ages, during fall/winter and spring/summer sessions!

Art classes include drawing, painting, watercolor, pastel, collage, and mixed media. Members of Old School Square have access to Members' Open Studio opportunities throughout the year.

Photography classes include introduction to digital camera use, fine art photography (beginning through master level) and digital imaging.

Writing classes include creative writing (fiction/nonfiction), memoir writing, and critique groups. Open readings are scheduled monthly.

CREATIVE ARTS SCHOOL ADMINISTRATIVE HOURS
MON - FRI | 9AM - 5PM

CALL 561-243-7922 EXT. 478
EMAIL Sharon at SMorgan@oldschool.org | Deb at DVeres@oldschool.org
VISIT OldSchoolSquare.org/classes

Through early November 2019 Creative Arts School Admin offices will be located in the Cornell Art Museum; Spring/Summer Term 4, Term 5 Workshops and Fall/Winter Term 1 classes will be relocated to various sites on campus. Please contact Deb for confirmed locations.



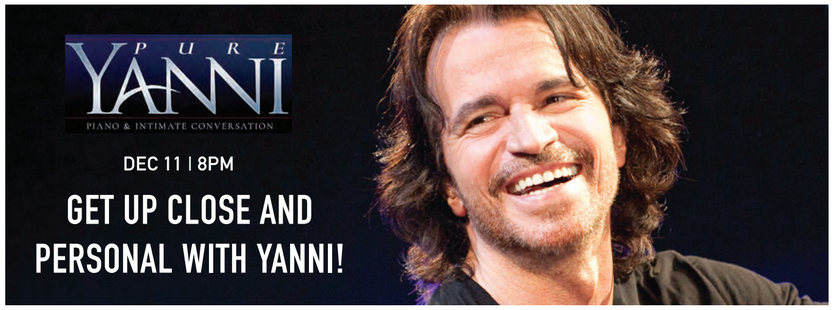
MILLION DOLLAR RENOVATION: PHASE 1

This August, our Crest Theatre Building began a long-awaited interior renovation. A generous $1 million-dollar donation by Margaret Blume will allow Old School Square to begin phase one of the interior renovations.

The Crest Theatre renovation, designed by Walters Zackria Architects in conjunction with SWC Building & Design, Inc. aims to bring a breath of fresh air to the 1925 nationally registered historic building while keeping the warmth of the site intact. The first phase of the two-phase project is scheduled to be completed on November 1, 2019.

The first phase includes a number of upgrades including; adding automatic openers to the main entrance doors, opening up the lobby to allow for more natural light, updating the first-floor restrooms, adding additional lobby seating, replacing outdated carpet and updating the Crest Theatre Box Office and Lobby bar.

The planned renovation will enable us to continue to fulfill the mission of being the community's cultural center. "We are more than excited," said Holland Ryan, Chief Operating Officer and staff member at Old School Square for the last twenty years, "We're working with the parameters of the existing building. And we're putting the money where it will be of most use, both structurally and visually."



NEW! RESERVED SEATS FOR VIP & PREMIUM TICKETS

We're pleased to announce that in addition to reserved seating *areas*, Pavilion VIP and Premium ticket holders will now receive a reserved *seat*, too! That's right - no more arriving early to claim the best seat available *or* worrying about losing your seat when you get up to dance or buy a refreshing beverage from the Pavilion bar! Your VIP or Premium seat* is *yours* for the night! So go ahead and select your seat in advance and leave the worries behind!

If you purchased a VIP or Premium ticket to any Pavilion show prior to September 1, 2019 - please expect a call from our Box Office to select your seat of choice!





GENERAL PERFORMANCE INFORMATION

The Crest Theatre and Pavilion showcase performing arts on the Old School Square campus. From indoor performances in an intimate 323 seat theatre to lively, outdoor concerts built for 1800+ attendees, both venues offer unique and one-of-a-kind experiences!

INDOOR CONCERTS & PERFORMANCES
Doors open 1hr before show time

OUTDOOR CONCERTS AND PERFORMANCES
Gates open 1.5 hr before show time

ALL OUTDOOR TICKETED EVENTS require bags checks and persons will be wanded upon entry.

BOX OFFICE HOURS
MONDAY - FRIDAY | 10AM - 5PM
(closed 1PM - 2PM for lunch)

CALL 561-243-7922 EXT. 1
EMAIL BoxOffice@oldschool.org
VISIT OldSchoolSquare.org

Through early November 2019, the Box Office will be located in the Cornell Art Museum.

2019 - 2020 SEASON

COMMUNITY | PARTNER | RENTAL *SCHEDULE OF EVENTS*

Supporting the local non-profit sector is one of Old School Square's most important core values: a high level of community support is key to serving as a trusted pillar of the community. Free or reduced-cost rental space, logistical assistance, and production expertise support dozens of charitable causes and activities on our grounds. Old School Square staff leverages their talents, resources, and relationships to aid with the production of profitable events for our non-profit partners. Hosting visiting presenters allows for greater diversity of demographics, interests, and age groups on the grounds of Old School Square and Delray Beach. Check out some of the upcoming partner, community and rental events!

2019

OCT 13	**Pop Up Playful Big Build** presented by Art Sunflower Creative
OCT 19 - 20	**Delray Art League in the Park**
OCT 20	**1st Annual Picnic in the Park** hosted by Living Hungry
OCT 25 - 27	**Delray Beach Orchid Show & Sale**
OCT 26	**Green Market opens for season**
OCT 26	**Culmination of the Achievements Center WITCHES RIDE**
NOV 2 - 3	**2nd Annual Yoga Fun Day**
NOV 16	***An Intimate Evening with Mandy Harvey*** presented by Hearing Partners of South Florida
NOV 20 - 23	**Southern Handcraft Society Christmas Sale**
DEC 5	**Annual 100FT Christmas Tree Lighting** presented by City of Delray Beach
DEC 6 - 8	***Hansel & Gretel*** presented by the Palm Beach Opera
DEC 10	***NEW DIRECTIONS: Movies, Gifts and Frescos*** presented by The Symphonia
DEC 11	***PURE YANNI:*** *An Inimate Evening with Yanni* presented by Frank J. Russo
DEC 14	***Flicks for Kicks*** presented by 2TON Creative Agency
DEC 22	**Hanukkah Menorah Lighting**

2020

JAN 20-25	**Palm Beach Poetry Festival**
JAN 31 - FEB 2	**Plein Air Palm Beach**
FEB 18 - 20	**Wayside Trunk Show**
MAR 19	***Killer Queen*** presented by Frank J. Russo
MAR 22	**Mind Body Expo**
MAR 25	***Space Oddity: The David Bowie Experience*** presented by MusicWorks
MAR 27 - 28	**2nd Annual *Beatles on the Beach Festival***
APR 3 - 5	**58th Annual *Delray Affair***
APR 21	***NEW DIRECTIONS: Bach at Crest*** presented by The Symphonia
APR 25	**12th Annual *Cruiser Palooza***







THE SYMPHONIA announces

NEW DIRECTIONS

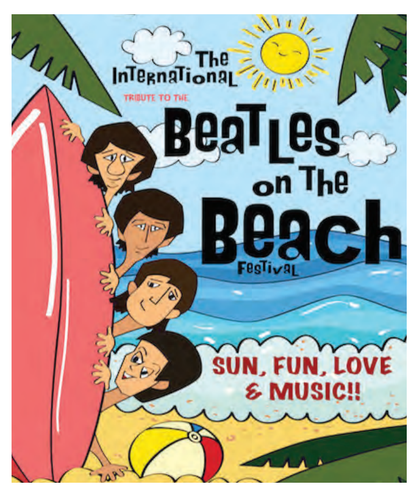
an innovative, immersive concert series that combines powerful music with engaging theatrical elements.

Bring your curiosity for a fun and insightful evening.

MOVIES, GIFTS and FRESCOS
Lights, Camera, Action!
Sound meets sight in this evening of cinematic and artistic exploration that highlights the works of Copland, Wagner and Respighi.

DECEMBER 10, 2019 ▶ 7:30 p.m.

Alastair Willis, Principal Conductor
Crest Theatre at Old School Square, Delray Beach



OLD SCHOOL SQUARE
DOWNTOWN DELRAY

2019-2020 SEASON GUIDE

51 N. Swinton Avenue

RIGHT IN THE ART OF THE CITY

LIVE PERFORMANCES \ CUTTING-EDGE ART EXHIBITIONS
OUTDOOR CONCERTS \ ARTS EDUCATION \ EVENTS & MORE

YOUR CITY. YOUR SQUARE. JOIN TODAY

OLDSCHOOLSQUARE.ORG

Old School Square, a National Historic site, has served the greater Delray Beach community through visual and performing arts and entertainment for over 25 years. This award-winning, nationally recognized center successfully combined historic preservation and the arts, igniting the 1990s renaissance of Delray Beach. As the community's gathering place for everything from free concerts, to Town Hall meetings, to festivities surrounding the 100ft Christmas Tree and so much more, Old School Square continues to be the beating heart of Downtown Delray!

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Sponsored in part by

CULTURAL COUNCIL of Palm Beach County
DISCOVER THE PALM BEACHES FLORIDA Funded by the Tourist Development Council
PALM BEACH COUNTY FLORIDA
CULTURE BUILDS FLORIDA

Published By THE ATLANTIC CURRENT

This project is sponsored in part by the City of Delray Beach, the Delray Beach Community Redevelopment Agency, the Palm Beach County Tourist Development Council and the State of Florida through the Florida Department of State, Division of Cultural Affairs, and the Florida Council on Arts and Culture.

greenlane FREE FRIDAY CONCERTS

OLD SCHOOL SQUARE

EVERY FRIDAY

OCT 5 2018 TO FEB 1 2019

Free Admission **Weather Permitting**

Bring lawn chairs and the family!
No pets or outside food/beverages

GATES OPEN **6:00PM**

SHOW STARTS **7:30PM**

SPECIAL THANKS TO

Capital One

Fueled by Lagunitas

iHeartMEDIA

FOLLOW US @OldSchoolSquare @OldSchoolSquareDelray

2018-2019

FREE CONCERTS

10/5	Orange Sunshine/60's Cover
10/12	Joel Dasilva & The Midnight Howls/Blues
10/19	The Wildfire Band/Violin Rock
10/26	Entourage/Top 40's
11/2	Joe Cotton Band/Jam Band
11/9	Titans Of Rock/Journey & Bon Jovi Tribute
11/16	Joey Tenuto Band/Blues
11/23	Uproot Hootenanny/Bluegrass
11/30	Forever Eric/Eric Clapton Tribute
12/7	Jaded/Aerosmith Tribute
12/14	Big City Dogs/Rock & Blues
12/21	Higher Ground/Top 40's
12/28	Solid Brass/Rock
1/4	Jahfe/Reggae Rock & Dancehall
1/11	Remix/Top 40's
1/18	Breeze/Classic Rock
1/25	T.K. Blue/Soul & Motown
2/1	The Flyers/Classic Rock With Hints of Blues and Psychedelia

TICKETED EVENTS

10/6	Classic Albums Live Pink Floyd
11/3	Unity with Tony Succar Michael Jackson Tribute
11/10	Classic Albums Live Led Zeppelin
12/1	Carols by Candelight
12/15	Forever Styx
12/29	Classic Albums Live The Beatles
1/12	Classic Albums Live Fleetwod Mac
1/19	Pink Floyd Laser Spectacular
2/26	Havana Cuba All Stars
3/2	Classic Albums Live The Eagles
3/15	Pablo Cruise

FOR MORE INFORMATION & TO PURCHASE TICKETS, VISIT OLDSCHOOLSQUARE.ORG

Issue 6 | 2019-2020 SEASON PREVIEW

OLD SCHOOL SQUARE NEWS

ARTS & ENTERTAINMENT

51 N. Swinton Avenue • Delray Beach, Florida 33444 • OldSchoolSquare.org • 561-243-7922



NEW 2020 SEASON!

BROADWAY CABARET SERIES AT THE CREST THEATRE

OLD SCHOOL SQUARE
CREST THEATRE

FROM BROADWAY TO DELRAY

AMAZING PERFORMERS. INCREDIBLE PERFORMANCES.

JANUARY 6-7



GAVIN CREEL

FEBRUARY 10-11



LILLIAS WHITE

FEBRUARY 17-18



BETTY BUCKLEY

MARCH 9-10



TOMMY TUNE

MARCH 30-31



LUCIE ARNAZ

SUBSCRIBE TODAY!

CALL 561.243.7922, EXT. 1
OR VISIT
CREST THEATRE BOX OFFICE

ALL PERFORMANCES ARE 8PM MONDAY OR TUESDAY

All dates, guest artists and performances are subject to change without notice



BROADWAY CABARET SERIES AT THE CREST THEATRE

Our most popular Subscription Series is back with new Broadway stars for the 2020 season! Renew your subscription NOW or get on the wait-list! Choose your seat and select either Monday or Tuesday evening performances. Subscribe Today!

SUBSCRIPTION HAS ITS BENEFITS

SUBSCRIBER SAVINGS — Discounted admission! Subscribers save **money off** the single ticket price.

BEST SEATS IN THE HOUSE — Subscribers get priority seating* and seat ownership, renewable from year to year.

QUICK CHANGES — Can't make your show day? Subscribers may exchange performance days free of charge.

*Subscribers who are also Old School Square members will be seated first.

REGULAR	$285
PREMIUM	$360**
VIP TABLE	$435**

*** Includes post-show reception with performers; Stage-side VIP Table seating includes 1 drink + table service.*

FOR FULL SHOW INFORMATION VISIT OLDSCHOOLSQUARE.ORG OR CALL THE BOX OFFICE AT 561.243.7922, EXT.1

INAUGURAL SEASON!

OVATION Series AT THE CREST THEATRE

OLD SCHOOL SQUARE CREST THEATRE

ENJOY A RICH VARIETY OF INCREDIBLE PERFORMANCES!



DECEMBER 20-21, 2019



JANUARY 3-4, 2020



MARCH 20-21, 2020



JAN. 31-FEB. 1, 2020



FEBRUARY 21-22, 2020

ALL PERFORMANCES ARE 8PM FRIDAY OR SATURDAY

All dates, guest artists and performances are subject to change without notice

SUBSCRIBE TODAY!

CALL 561.243.7922, EXT. 1
OR VISIT
CREST THEATRE BOX OFFICE

OVATION Series AT THE CREST THEATRE



New Subscription Series! Choose a package of 4 or 5 shows and select either Friday or Saturday evening performances. Subscribe Today!

SUBSCRIPTION HAS ITS BENEFITS

SUBSCRIBER SAVINGS — Discounted admission! Subscribers save **money off** the single ticket price.

BEST SEATS IN THE HOUSE — Subscribers get priority seating* and seat ownership, renewable from year to year.

QUICK CHANGES — Can't make your show day? Subscribers may exchange performance days free of charge.

*Subscribers who are also Old School Square members will be seated first.

REGULAR	$270 / *5 shows* $216 / *4 shows*
PREMIUM	$320 / *5 shows* $256 / *4 shows*

FOR FULL SHOW INFORMATION VISIT OLDSCHOOLSQUARE.ORG OR CALL THE BOX OFFICE AT 561.243.7922, EXT.1

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OUTDOOR CONCERTS \ ARTS EDUCATION \ EVENTS & MORE

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ONLINE: OldSchoolSquare.org
CALL: (561) 403-2952
VISIT: Crest Theatre Box Office

Sponsored in part by

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DISCOVER THE PALM BEACHES FLORIDA
CULTURE BUILDS FLORIDA

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CRA A-Guide

2020/2021

OLD SCHOOL SQUARE

A NOT FOR PROFIT ORGANIZATION

FY 2019-2020 REVIEW

As of March 31, 2020 Old School Square was well on track to significantly exceed all annual goals:

Crest Theatre Annual Goals
- 140% of our shows
- 242% of our attendees
- 219% of our ticket revenue
- 625% of our volunteers engaged

Cabaret Annual Goals
- 40% of our shows
- 97% of our attendees
- 93% of our ticket revenue
- 80% of our volunteers engaged

Pavilion Annual Goals
- 750% of our shows
- 1,953% of our attendees
- 270% of our ticket revenue
- 328% of our volunteers engaged

Cornell Art Museum Annual Goals
- 250% of our shows
- 127% of our attendees
- 178% of our ticket revenue
- 64% of our volunteers engaged

PRE-COVID
Hired our new President/CEO (Shannon Eadon)
Hired our new Marketing Director (Jessica Steinweg)
Realigned staff to better suit their individual talents
Reviewed and eliminated underperforming events/Series
Created an outreach program working directly with Carver Middle School.
Created an Anti-bullying campaign with Dwayne Bryant (Inner Vision International corporation), as well as a mentoring program both with Dwayne and Christopher Redding (Pangea Kids). Dwayne continued the mentoring program throughout the school year both in person and online for 100 children.
Over 43,944 attendees at Pavilion Concerts, Including Free Friday Concerts.
Partnered with Tin Roof to present events onsite and after parties at their location in Delray Beach.
Held our 7th annual Carols By Candlelight Event headlined by Gloria Gaynor
Old School Square managed and produced the entire Holiday Village in collaboration with The City of Delray Beach.
Held five (5) Classic Albums Live at the Pavilion
Created a new Lecture series with local entrepreneurs
Participated and partnered with the DDA on Fashion Week 2020
Held our annual Art on the Square events (Spring/Fall) exceeded budget by $32,000 in the Fall and exceeded $57,000 in the Spring.
Held first ever NYE concert featuring Mary Barnard Gaines exceeded budget by $13,000

POST-COVID
To keep our organization's doors open, Old School Square's Board of Directors and executive team determined our best course of action was to furlough all full-time employees except for our CEO, COO, Finance Director, and Marketing Director. Effective March 14th, 2020
Additionally we also furloughed all part-time employees. Effective March 14th,2020
Eliminated select Director Level Positions
Reduced or eliminated monthly reoccurring charges
Examined and reviewed all contracted services and vendors, resulting in substantial yearly savings.

PIVOT IN PROGRAMMING DUE TO COVID-19

Old School Square (OSS) has become an active member with the Florida Presenters Group, which represents 90+ performing arts centers throughout the state.
The group holds weekly virtual meetings to discuss difficulties surrounding COVID-19, our participation has shown that we are not the only facility to have shifted focus from live events due to COVID-19. While most are shifting towards virtual programming, others are planning on waiting until 100% occupancy has returned.
We as a collective have gained invaluable information regarding licensing rights and legal ramifications surrounding virtual presentations.

OSS has made the following changes, by virtue of COVID-19:

- Rescheduled 40+ season performances, and numerous cancellations of contracted rentals

- Creative Arts School transformed to an all-virtual format and introduced new curriculum which include music performance and a culinary arts. (Not only has our pivot been a huge success, we have also expended our students from around the world: Canada, Italy, Austria, United Kingdom, and Turkey)
    - Term 1 (8 virtual classes) 33% decrease in students from traditional in person instruction.
    - Term 2 (8 virtual classes) 28% increase in students from traditional in person instruction.
    - Term 3 (15 virtual classes) 72% increase in students from traditional in person instruction.
    - Term 4 (24 virtual classes) 72% increase in students from traditional in person instruction.
    - Term 5 (anticipated 25+ virtual classes) anticipated 75%+ increase in in students from traditional in person instruction.
    - Partnered with Florida Children's Theatre to offer four two-week session summer virtual children's theatre camp

- Partnered with Page Turner Adventures to create, film, and market a 95-part virtual summer reading program (5 days a week for 10 weeks) that was presented nationally reaching at least 30 states as well as multiple regions of Canada, in collaboration with 468 libraries, and reached xxxxx number of children.
    - As part of this partnership Old School Square, offered these programs at no cost to Carver Middle School, Banyan Creek Elementary, S.D. Spady Elementary, Pine Grove Elementary, Orchard View Elementary, Morikami Park Elementary, Plumosa School Of The Arts, Village Academy, Roots & Wings, Milagro Center, Achievement Center, and The City of Delray Beach (Janet Meeks).

- Continued our 29-year partnership with The Palm Beach Chamber Music Festival, created, filmed, and marketed a 3 concert virtual series.

- Created, filmed, and marketed six (6) Virtual Free Friday Concert Series events featuring all original content from Florida Artists.

- Created, filmed, and marketed a virtual Cornell Museum Tour

- Created, filmed, and marketed three (3) virtual Art Walks for the Cornell Museum

- Hosting a live stream of international comedian Yakov Smirnoff

- Creating a virtual 6x6 art sale

- Distributing fourteen (14) free concerts that were licensed to Old School Square through our relationship with a booking agent, for our community's enjoyment. All concerts are family friendly, appeals to all ages and demographics, transcends all languages from music to movement.

FY 2020-2021 | Planned Virtual Programming

- **Continuation of Virtual Free Friday Concert (FFC) Series** for a total of twenty-four (24) FFCs. From 8/21/20 – 1/31/21, we will transition to live FFCs when we reach phase 2-3. All virtual FFCs will feature all-original music from Florida-based artists.
- **Continuation of partnership with Page Turner Adventures** for an anticipated 100+ additional virtual events: live shows, outreach programs, reading programs, test-taking skills, stress relieving skills, culinary arts, arts and craft projects, and more…
- **Continuation of partnership with Palm Beach Chamber Music Festival** for a fall music series of six (6) programs
- **Continuation of partnership with Florida Children's Theatre** for a fall theatrical performance camp
- **Continuation of partnership with The Palm Beach Poetry Festival** where we will create, film, and market their weeklong poetry festival featuring Poets from around the world
- **Continuation and expansion of our Virtual Creative Arts School**, to include additional offerings for photography, culinary arts, music school, theatrical classes, online art exhibitions, and art sales
- **Working with The Palm Beach Opera** to present various virtual performances
- **In Consideration: A virtual lecture series** featuring local entrepreneurs, and business leaders
- **In Consideration: A virtual film festival** with our partners at Luna Fest, as well as The Banff Mountain Film Festival.
- **In Consideration: Virtually streamed concerts**, featuring/dedicated to up-and-coming Rock and Country artists

FY 2020-2021 | Planned Live Programming

Pavilion

- Old School Square's partnership with Tin Roof will bring upwards of 50+ events
- 20+ Partnered Musicworks Shows in the Crest/Pavilion based on Phase 2 or 3. (Needs to be phase 3 for shows inside.)
- Six (6) Classic Albums Live
- Two (2) Palm Beach Opera presentations
- Big Bad Voodoo Daddy
- Jake Shimabukuro
- Adam Trent (Illusionist)
- Carols By Candlelight
- New Year's Eve Concert Event
- Winter Beer Festival
- Summer Beer Festival
- Creating a comedy series featuring artists such as: Sinbad (Pavilion), Rosanne, Artie Lange, Colin Mochire, and more
- Stick Figure (Rescheduled for summer of 2021)

Crest Theatre

- Old School Square to present six (6) professional shows in The Crest Theatre in 2021
- Six (6) Cabaret performances planned for the 25th anniversary season of this beloved series. Adding three (3) special event concerts for a total of nine (9) concerts in the 20-21 season
  - Increase of 4 shows
  - Depending on Phase, these events will be held at the Pavilion. When we reach phase 3 and beyond, we will move back inside
- Old School Square's partnership with Tin Roof will bring upwards of 50+ events
- 20+ Partnered Musicworks Shows in the Crest/Pavilion based on Phase 2 or 3 (need to be phase 3 for shows inside)

Cornell Art Museum

- Two (2) museum exhibitions (First to open after NYE)
- Two (2) Art On The Square events
- Vintage Craft Market

FY 2020-2021 | Planned Live Programming

GOAL: Provide cultural arts activities for the Delray community through the Crest Theatre, Cornell Art Museum and Pavilion.

ACTIVITIES	OUTPUTS	OUTCOMES	IMPACT	EVALUATION PLAN
WHAT WE DO	**WHAT WE PRODUCE/ ACCOMPLISH (WITH YEARLY GOAL)**	**WHAT SHORT-TERM CHANGE WE ARE MAKING (WITH YEARLY GOAL)**	**IN THE LONG-TERM, OUR PROJECT/ PROGRAM WILL REALIZE THESE RESULTS (LONG-TERM)**	**HOW**
(Pavilion) 1. OSS to partner with key stakeholders to produce 12+ performances on the Pavilion Stage.	1a. 13,650 Attendees for ticketed Pavilion Performances. 1b. $682,500 in Ticket Revenue from Performances. 1c. 160 Volunteers engaged with Pavilion Performances.	(Pavilion) 15% of the attendees will be from outside the County. Increase in “heads in beds” in Downtown Delray with 110 artist room nights.	More diverse audience. Increased visitors to downtown area. Increased economic impact/activity downtown.	Visitor information captured by ticketing system; Cultural Council of Palm Beach County surveys capture visitor experience, cultural awareness data, and patronization of downtown businesses. Analytics for virtual programming to be aggregated via digital platforms. Data reported Quarterly.
ACTIVITIES	**OUTPUTS**	**OUTCOMES**	**IMPACT**	**EVALUATION PLAN**
WHAT WE DO	**WHAT WE PRODUCE/ ACCOMPLISH (WITH YEARLY GOAL)**	**WHAT SHORT-TERM CHANGE WE ARE MAKING (WITH YEARLY GOAL)**	**IN THE LONG-TERM, OUR PROJECT/ PROGRAM WILL REALIZE THESE RESULTS (LONG-TERM)**	**HOW**
(Cabaret) 2. OSS to produce the 25th Anniversary Cabaret Series, starring 10 major Broadway solo performers, with two (2) performances each on the Crest Stage.	2a. 4848 Attendees for Anniversary Cabaret Series. 2b. $315,120 in Ticket Revenue from Cabaret Performances. 2c. 200 Volunteers engaged in Cabaret Series.	15% of the attendees will be from outside the County. Increase in “heads in beds” in Downtown Delray with 44 artist room nights.	Increased visitors to downtown area. Increased economic impact/activity downtown.	Visitor information captured by ticketing system; Cultural Council of Palm Beach County surveys capture visitor experience, cultural awareness data, and patronization of downtown businesses. Analytics for virtual programming to be aggregated via digital platforms. Data reported Quarterly.

FY 2020-2021 | Cornell & Art On The Square

GOAL: Provide cultural arts activities for the Delray community through the Crest Theatre, Cornell Art Museum and Pavilion.

ACTIVITIES	OUTPUTS	OUTCOMES	IMPACT	EVALUATION PLAN
WHAT WE DO	**WHAT WE PRODUCE/ ACCOMPLISH (WITH YEARLY GOAL)**	**WHAT SHORT-TERM CHANGE WE ARE MAKING (WITH YEARLY GOAL)**	**IN THE LONG-TERM, OUR PROJECT/ PROGRAM WILL REALIZE THESE RESULTS (LONG-TERM)**	**HOW**
(Museum) 3. OSS to curate two art exhibits in the Cornell Museum featuring national and international artists	3a. 4200 Attendees to the Cornell Art Museum. 3b. $15,750 in Revenue from the Cornell Art Museum Attendance. 3c. 250 Volunteers and Docents engaged through the Cornell Art Museum.	5% of the total Cornell Art Museum attendees will be identified as children/students through targeted admissions and programs. OSS will provide 500 free museum admissions to the local community. OSS will continue to participate in the free Friday Art Walks.	Present nationally and internationally renowned artists in downtown. National recognition of Delray as an arts and cultural destination. Provide cultural and educational opportunities for children and students. National recognition of Delray as an arts and cultural destination. Provide cultural and educational opportunities for children and students.	Analytics for virtual programming to be aggregated via digital platforms. Data reported Quarterly.
ACTIVITIES	**OUTPUTS**	**OUTCOMES**	**IMPACT**	**EVALUATION PLAN**
WHAT WE DO	**WHAT WE PRODUCE/ ACCOMPLISH (WITH YEARLY GOAL)**	**WHAT SHORT-TERM CHANGE WE ARE MAKING (WITH YEARLY GOAL)**	**IN THE LONG-TERM, OUR PROJECT/ PROGRAM WILL REALIZE THESE RESULTS (LONG-TERM)**	**HOW**
(Art on the Square) 4. OSS to curate two juried art shows on the museum and center grounds lawns.	4a. 4000 Attendees to the Cornell Art Museum and Grounds. 4b. $75,000 in Revenue from Spring and Fall Art on the Square Juried Art Shows. 4c. 40 Volunteers engaged in Art on the Square.	15% of the attendees and 30% of participating artists will be from outside the County/State. Increase in “heads in beds” in Downtown Delray with 30 out of town artists for two nights per/show; 120 nights.	Nationally recognized juried art show attracting a diverse audience. National recognition of Delray as an arts and cultural destination.	Visitor info captured in Museum visitor log; Cultural Council of Palm Beach County surveys capture visitor experience, cultural awareness data, and patronization of downtown businesses. Data reported Quarterly.

CRA Meeting

September 2020

OLD SCHOOL SQUARE

A NOT FOR PROFIT ORGANIZATION

CONTENTS

3. BACKGROUND

5. VIRTUAL PROGRAMMING

8. CORNELL ART MUSEUM

9. CREATIVE ARTS SCHOOL

10. OSS EVENTS

11. RACIAL EQUALITY

12. 2020-2021



BACKGROUND

2019-20 FY AS OF MARCH 15, 2020		
Committed Events	**Executed Events**	**% Goal**
4 Pavilion Shows	30 Pavilion Shows	**750%** Complete To Date
10 Crest Theatre Shows	14 Crest Theatre Shows	**140%** Complete To Date
2 Museum Exhibitions	1 main & 5 Spotlight Exhibitions	**300%** Complete To Date
2 “Art On the Square” Art Shows	2 Juried Art Shows	**100%** Complete To Date





BACKGROUND

2019-20 October 1 - March 15 (Onset of COVID-19)

- Number of OSS Performances: 44
- All Performance Attendance: 13,327
- Full-time Staff: 21
- Part-time Staff: 9
- Volunteers: 595





2020 Pivot to Virtual Programming

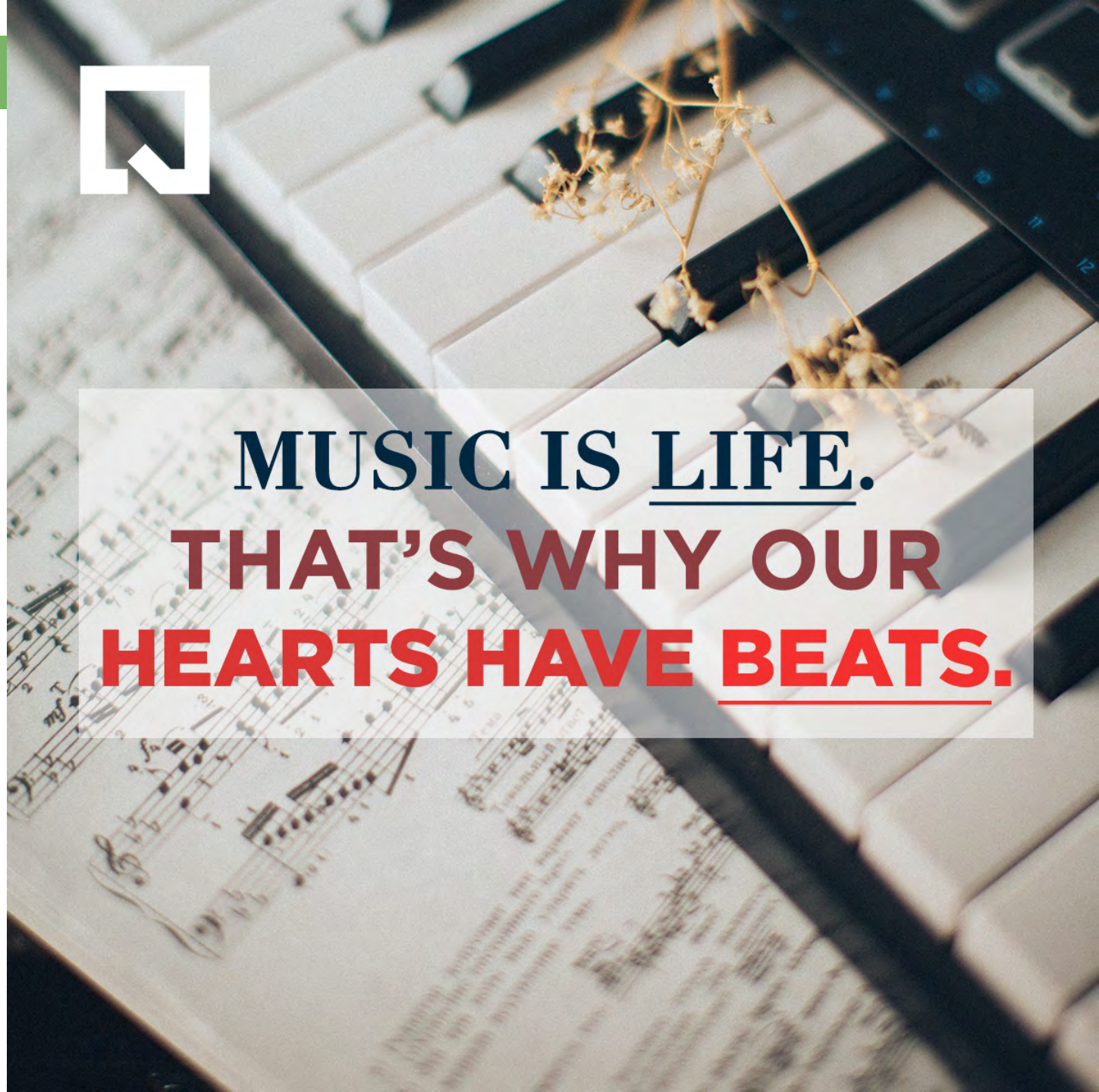
- Five (5) Staff Members
- Six (6) Virtual Concerts streamed from the Crest Theatre
- Twelve (12) Virtual Performances



2020 Virtual Programming

- **Three (3) monetized virtual concerts** with Palm Beach Chamber Music Festival

- **One (1) monetized comedic performance** with Yakov Smirnoff (”United We Laugh”)



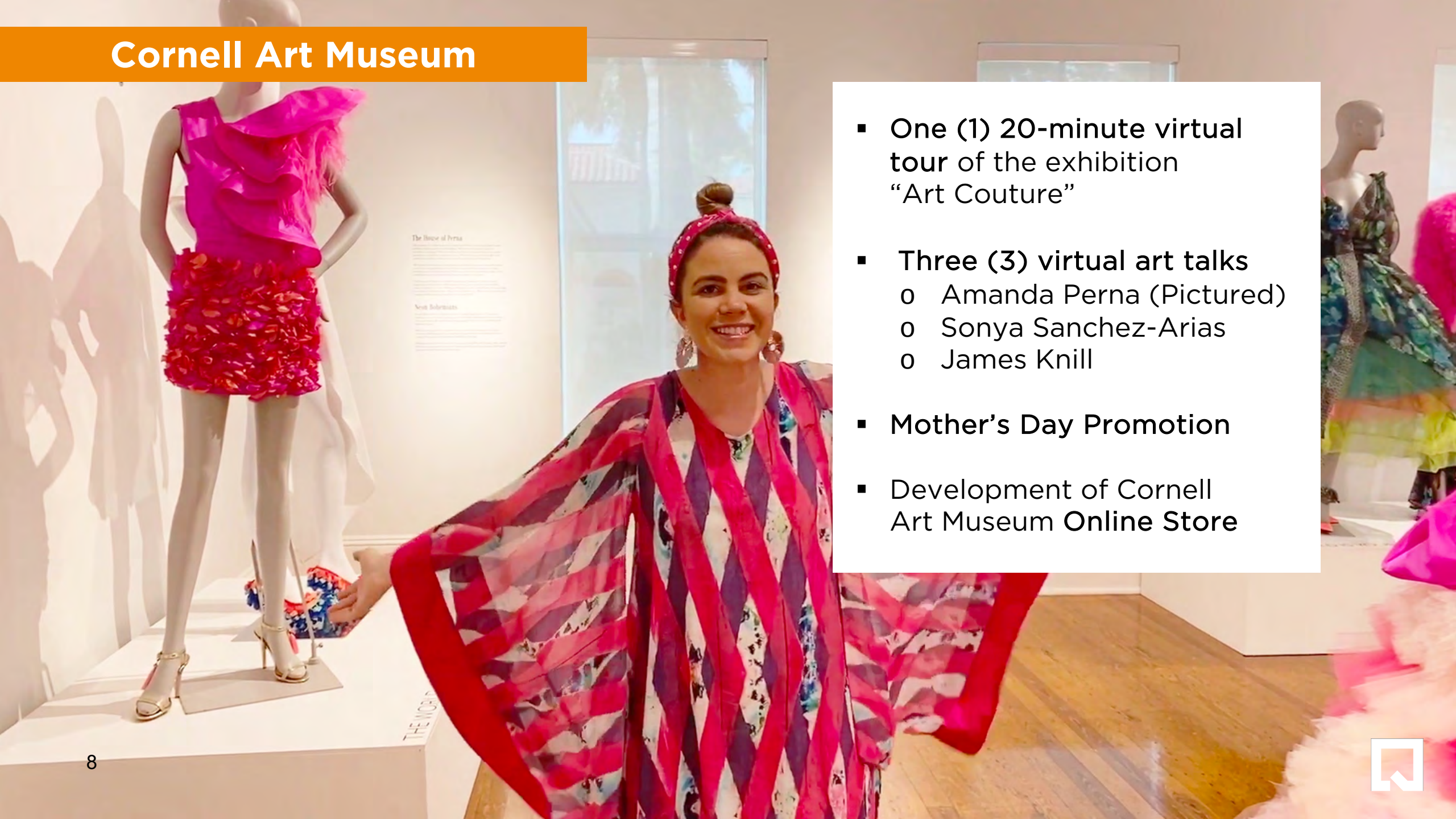
2020 Virtual Programming



Page Turner Adventures

- **126 Video Segments** filmed from the Crest
- Offered free to **4,714** Delray Beach Public Primary School Students

Cornell Art Museum

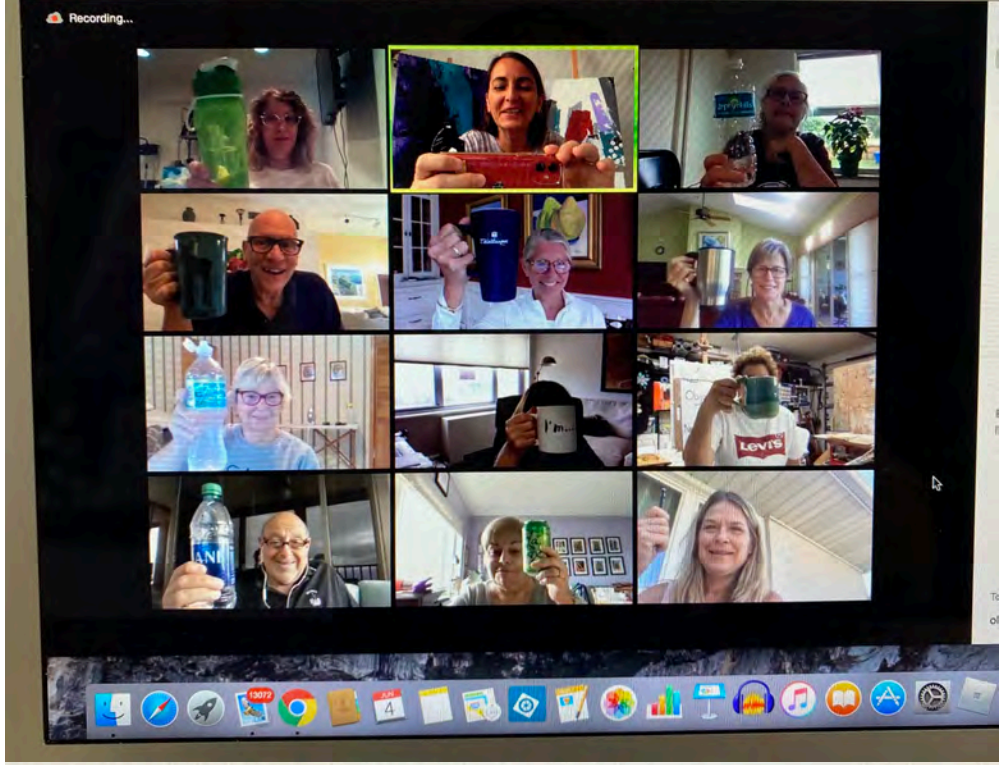


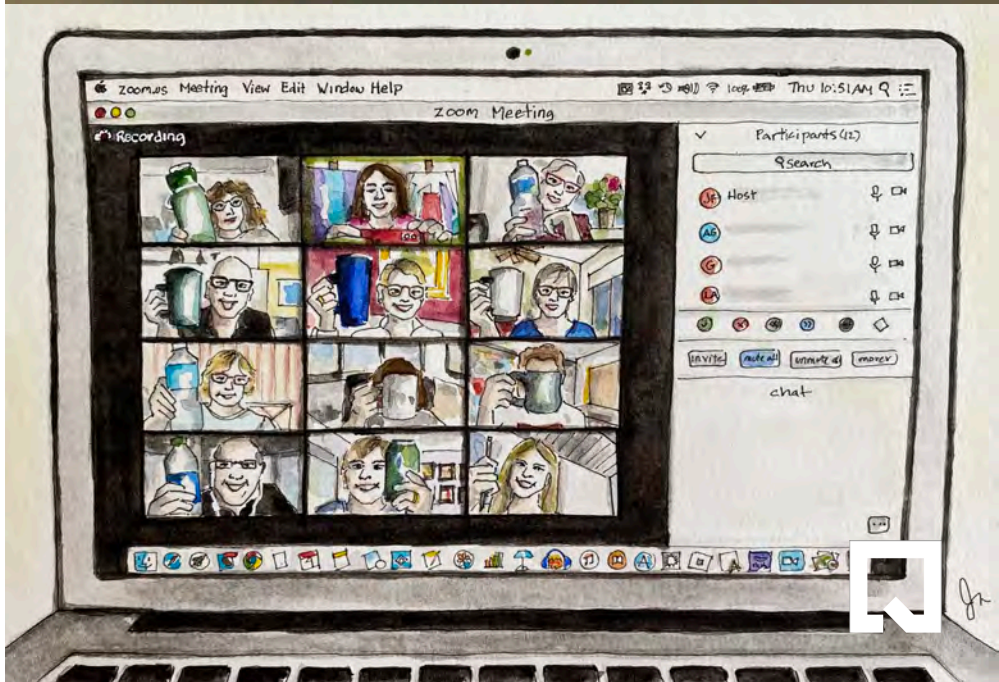
- One (1) 20-minute virtual tour of the exhibition "Art Couture"
- Three (3) virtual art talks
  - Amanda Perna (Pictured)
  - Sonya Sanchez-Arias
  - James Knill
- Mother's Day Promotion
- Development of Cornell Art Museum Online Store

Creative Arts School

- **Virtual classes introduced in categories of:**
  - Fine Art
  - Photography
  - Digital Imaging
  - Music
  - Theatre Performance
  - Culinary Arts

- **167% increase in class attendance** vs. same timeframe in 2019





Old School Square Events

- 7th Annual 6x6 Exhibition & Sale
- Giving Tuesday Now
- Pati Maguire Art Auction



Racial Equality

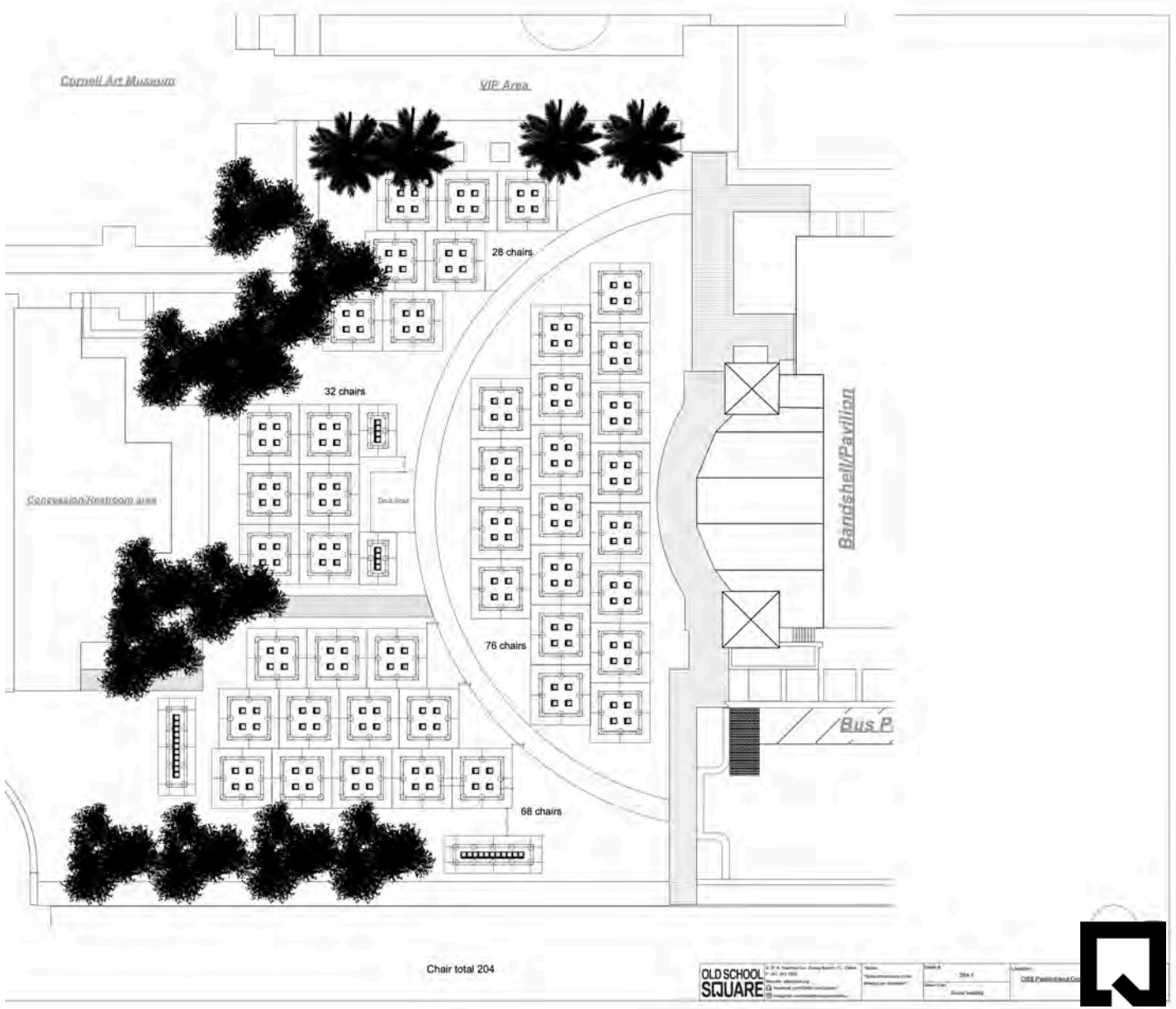
- Working in collaboration with the City of Delray Beach, supported the Black Lives Matter rally in Old School Square Park

- "One Delray, Erasing the Lines" a series of non-political discussions collaboration with:
  - CRA
  - Spady Museum
  - Delray Beach Historical Society
  - Old School Square
  - Inner Vision International
  - KOP Mentoring Group
  - Delray Beach Police

50% of the artists programmed on the OSS Pavilion and Crest Pavilion stages are African American.

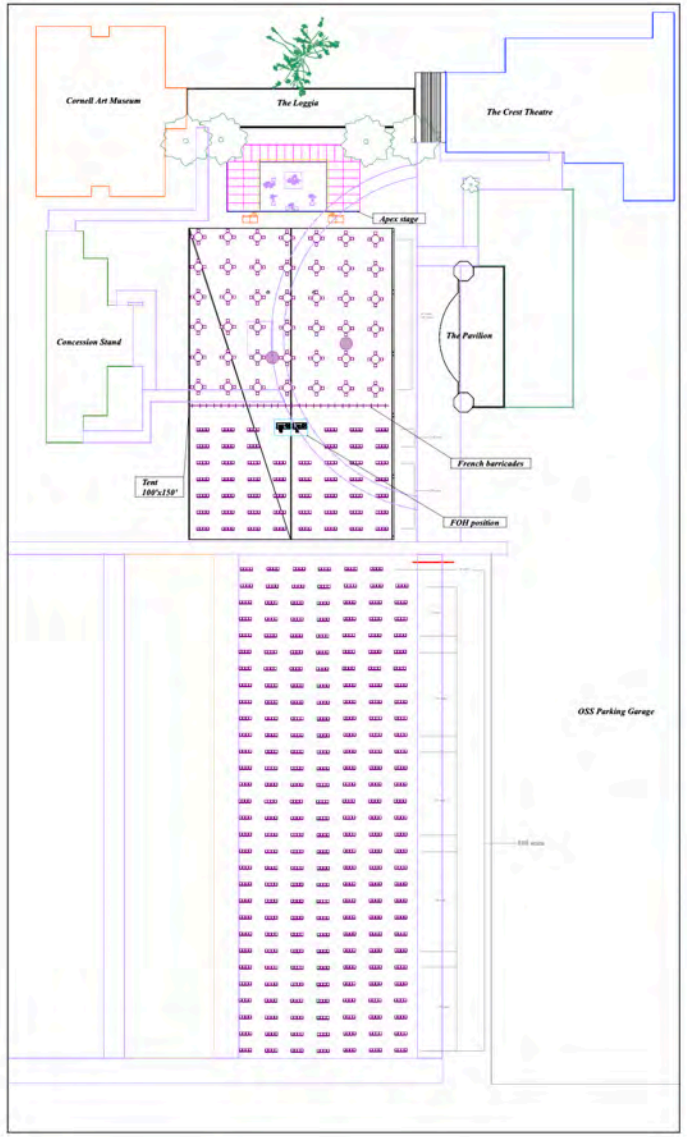
FY 2020-2021 | OSS Pavilion

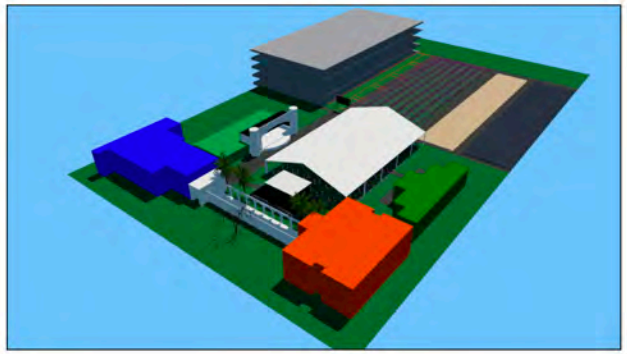
CAPACITY: 250-600

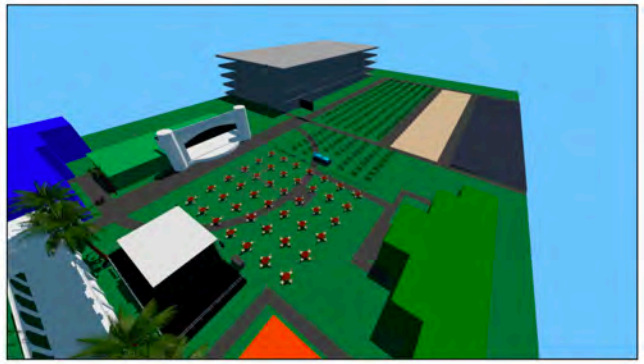


FY 2020-2021 | OSS Park

CAPACITY: 1,184-2,500









FY 2020-2021 | CRA Proposed Stage Programming



- 11+ performances on the Pavilion Stage
- 9 Cabaret performances on either the Pavilion or Crest Theatre stage

FY 2020-2021 | Cornell Art Museum Programming

Three (3) Cornell Museum Exhibits





FY 2020-2021 | Art On The Square



Two (2) Art On The Square juried art shows

FY 2020-2021 | CRA Funding Request

Old School Square requests $750K in funding to continue our mission through 2020-21.

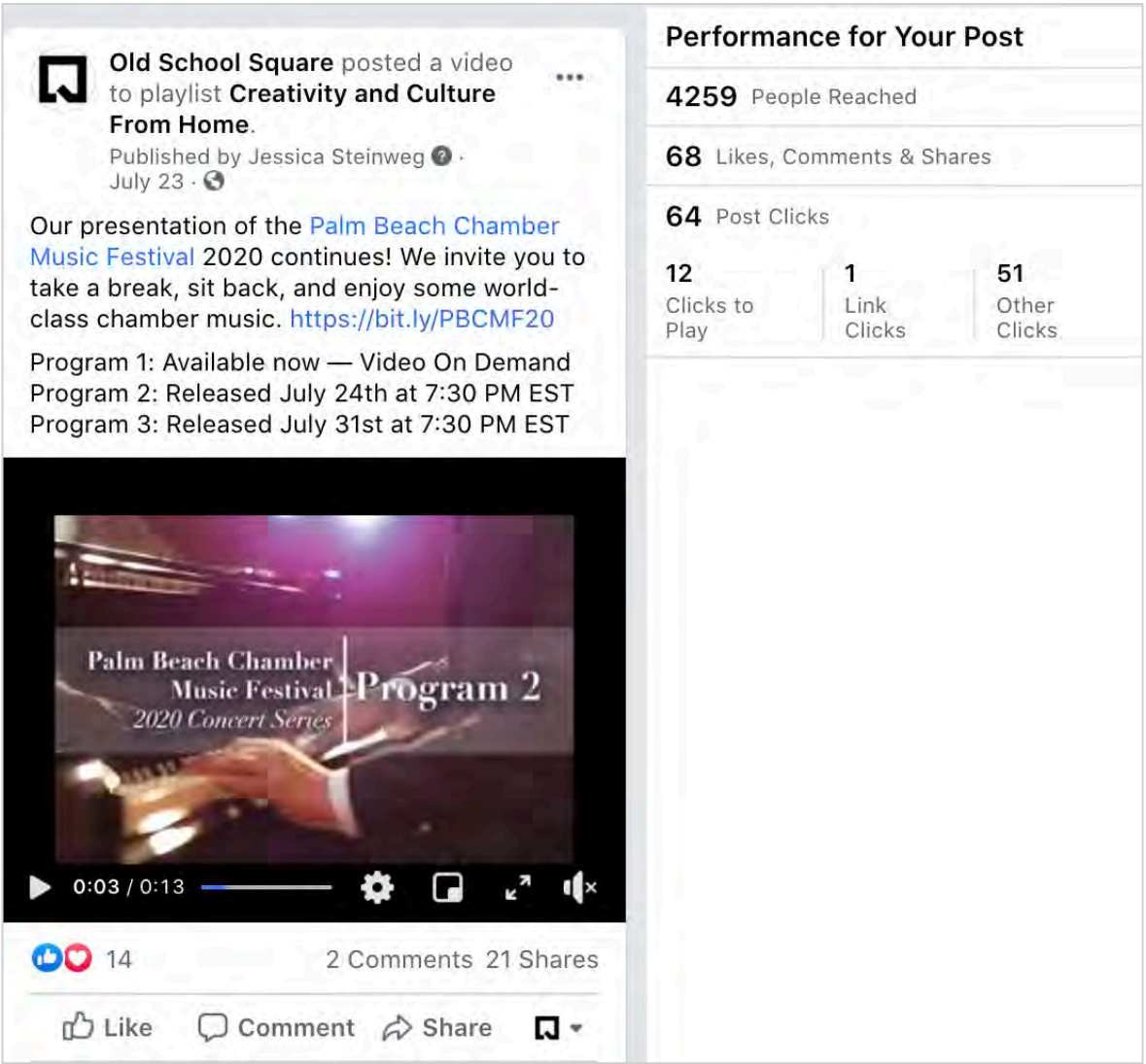




Shannon Eadon

President and CEO
seadon@oldschool.org | 561.504.6497
www.oldschoolsquare.org

Due to COVID-19, Old School Square has shifted to digitally simulate the live events that have traditionally been offered. As the community gathering place for the City of Delray Beach, OSS has also taken vigorous strides to emphasize kinship and the arts.

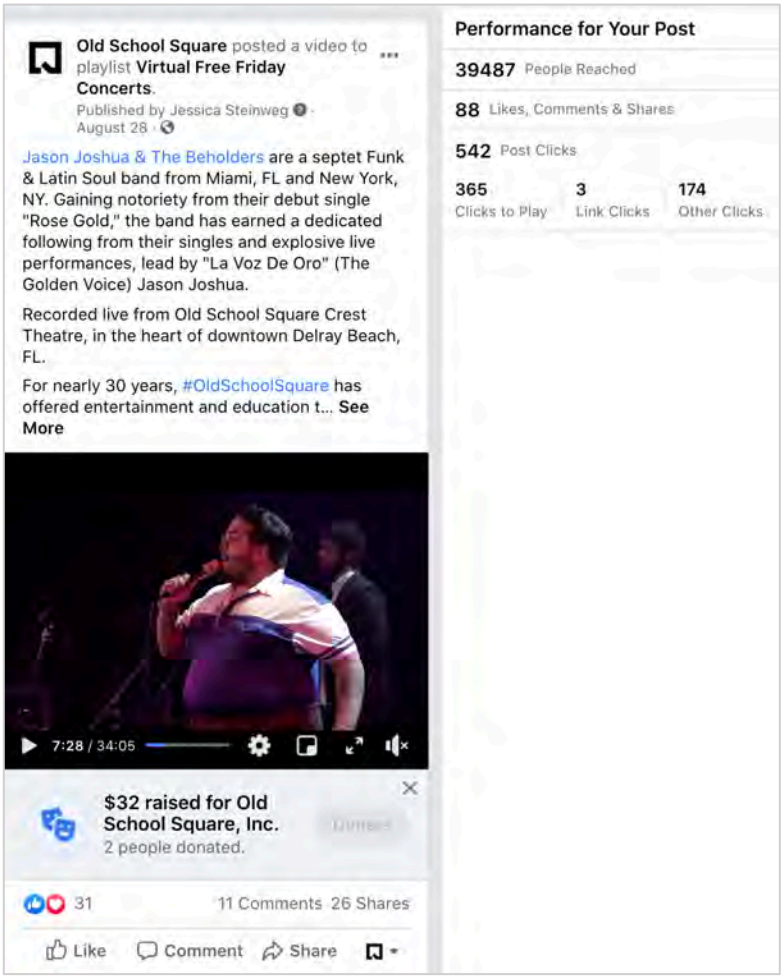


Palm Beach Chamber Music Festival

July 2020 | Old School Square Social Channels

OSS partnered with the Palm Beach Chamber Music Festival (PBCMF) to offer three virtual chamber music performances. Each stream was recorded on the Crest Theatre Stage, highlighting the heart of downtown Delray Beach.

Due to COVID-19, Old School Square has shifted to digitally simulate the live events that have traditionally been offered. As the community gathering place for the City of Delray Beach, OSS has also taken vigorous strides to emphasize kinship and the arts.



(Virtual) Free Friday Concerts – Jason Joshua & The Beholders

August 2020 | Old School Square, Crest Theatre, Pavilion and Fieldhouse Social Channels

Beginning in August 2020, Old School Square returned to offering Free Friday Concerts – in virtual form! Each Friday at 7pm, a virtual concert stream would premiere from OSS' Facebook page, followed by cross promotion on FB pages for the Crest, Pavilion and Fieldhouse. Celebrating different genres of music and culture, each stream was recorded on the Crest Theatre Stage, highlighting the heart of downtown Delray Beach. Furthermore, each performance highlighted a Floridian musical artist.

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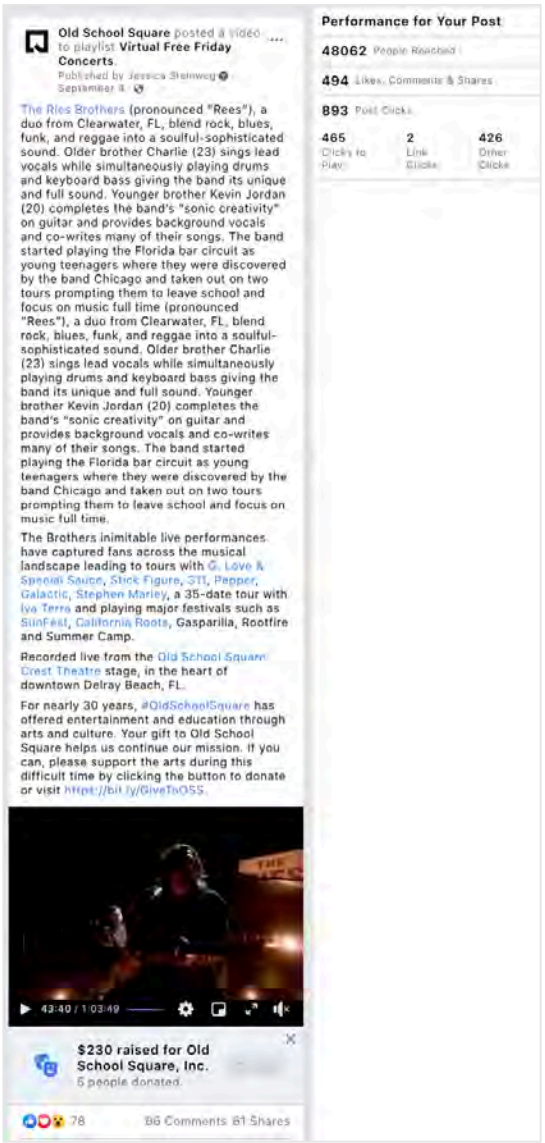
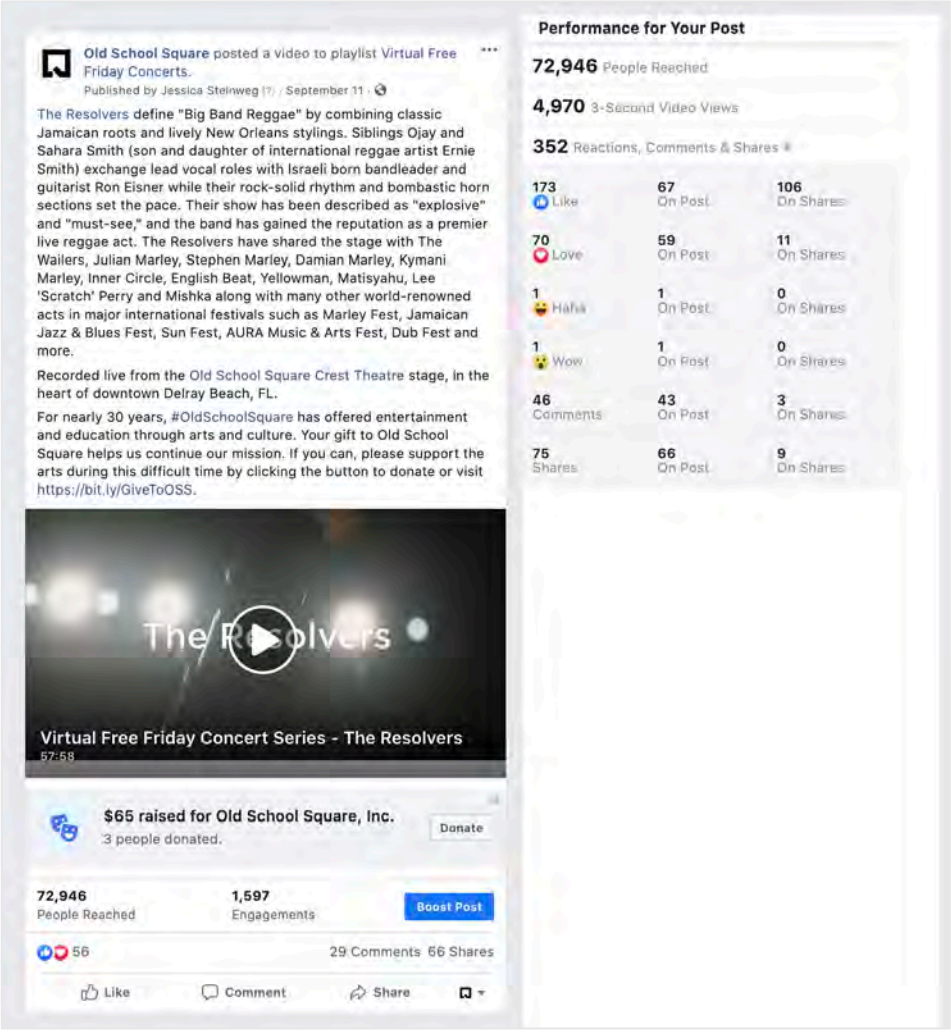


(Virtual) Free Friday Concerts – The Ries Brothers

September 2020 | Old School Square, Crest Theatre, Pavilion and Fieldhouse Social Channels

Beginning in August 2020, Old School Square returned to offering Free Friday Concerts – in virtual form! Each Friday at 7pm, a virtual concert stream would premiere from OSS' Facebook page, followed by cross promotion on FB pages for the Crest, Pavilion and Fieldhouse. Celebrating different genres of music, each stream was recorded on the Crest Theatre Stage, highlighting the heart of downtown Delray Beach.

Due to COVID-19, Old School Square has shifted to digitally simulate the live events that have traditionally been offered. As the community gathering place for the City of Delray Beach, OSS has also taken vigorous strides to emphasize kinship and the arts.



(Virtual) Free Friday Concerts – The Resolvers

September 2020 | Old School Square, Crest Theatre, Pavilion and Fieldhouse Social Channels

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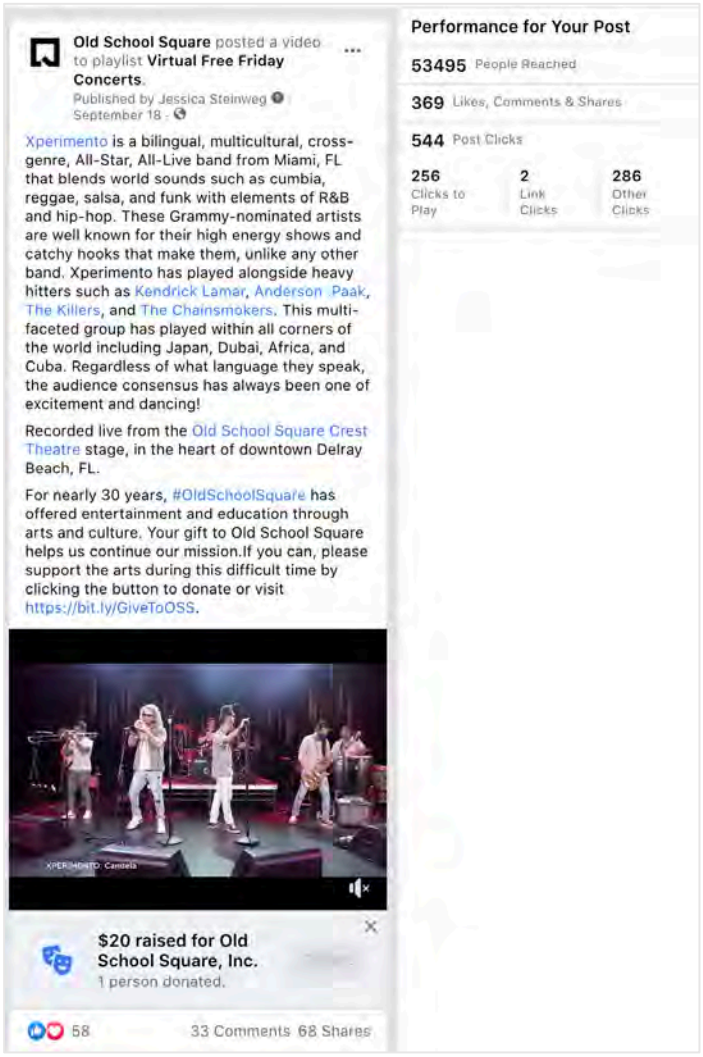
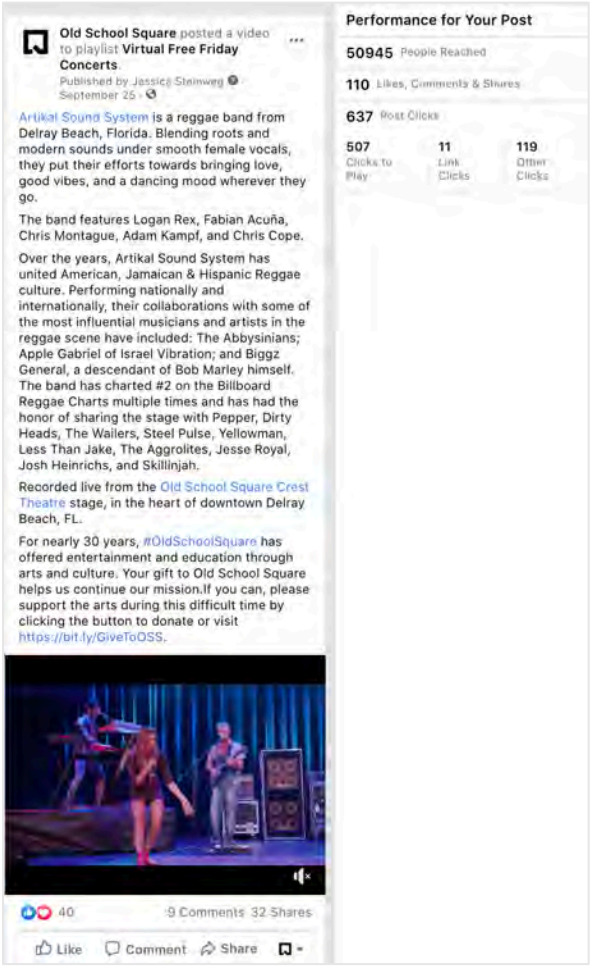


(Virtual) Free Friday Concerts – Xperimento

September 2020 | Old School Square, Crest Theatre, Pavilion and Fieldhouse Social Channels

Beginning in August 2020, Old School Square returned to offering Free Friday Concerts – in virtual form! Each Friday at 7pm, a virtual concert stream would premiere from OSS' Facebook page, followed by cross promotion on FB pages for the Crest, Pavilion and Fieldhouse. Each stream was recorded on the Crest Theatre Stage, highlighting the heart of downtown Delray Beach.

Due to COVID-19, Old School Square has shifted to digitally simulate the live events that have traditionally been offered. As the community gathering place for the City of Delray Beach, OSS has also taken vigorous strides to emphasize kinship and the arts.



(Virtual) Free Friday Concerts – Artikal Sound System

September 2020 | Old School Square, Crest Theatre, Pavilion and Fieldhouse Social Channels

Beginning in August 2020, Old School Square returned to offering Free Friday Concerts – in virtual form! Each Friday at 7pm, a virtual concert stream would premiere from OSS' Facebook page, followed by cross promotion on FB pages for the Crest, Pavilion and Fieldhouse. Each stream was recorded on the Crest Theatre Stage, highlighting the heart of downtown Delray Beach.

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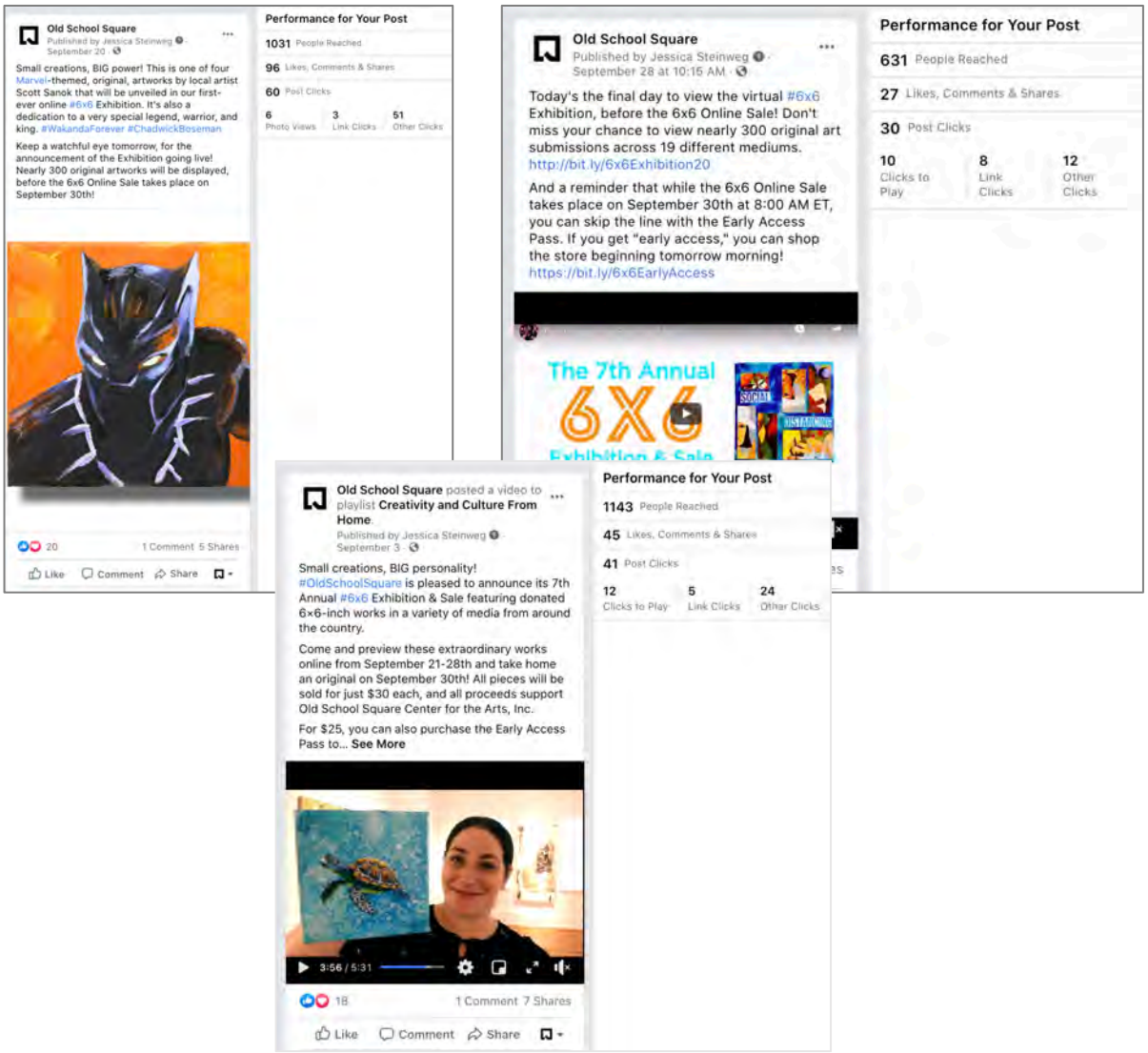

7th Annual 6x6 Exhibition & Sale

September 2020 | Old School Square Social Channels

Small creations, BIG personality! Old School Square's beloved fundraiser returned for its 7th year, with a twist...held 100% virtually! 6" by 6" submissions of original art were showcased in an online exhibition that lasted one week, leading up to a two-day online sale.

NATIONAL ACT ENTERTAINMENT OUTLINE

2024
Ryan Montgomery
Shot Thru the Heart Band - Bon Jovi Tribute
The Dave Matthews Tribute Band

2023
Drake White

2022
Red NOT Chili Peppers
Everlast

2021
Badfish
Red NOT Chili Peppers

2020
The Expendables
The Wailers
G. Love & Special Sauce

2019
Mighty Mighty Bosstones
Steel Pulse

2018
Hoobastank
Stephen Marley (Stick Figure cancellation)
Donna Summer Celebration

2017
KONGOS
Michael Franti & Spearheads

2016
Iration
Taking Back Sunday

2015
Rebelution
Trombone Shorty & Orleans Avenue

2014
Collective Soul
Dispatch

2013
Lifehouse
Pepper

2012
Uncle Kracker
G. Love & Special Sauce

2011
Buddy Guy
Dark Star Orchestra
Outside the Box

2010
Everclear
The Wailers
Don't Stop Believin' - *A Tribute to the Music of Journey*

2009
Big Head Todd & The Monsters
Los Lonely Boys

2008
Donna the Buffalo
Blues Traveler
Wish you were here…*A tribute to Pink Floyd*
Caribbean Chillers…*A tribute to Jimmy Buffet*

2007
Sister Hazel
The Alan Parsons Project
Andy Childs Band
The Wreckers

2005
Little Feat
The Gin Blossoms
Dickey Betts & Great Southern
Roberto Perrara

2004
Dave Mason
The Fixx
Andy Childs
Paul Revere & the Raiders

2003
Atlanta Rhythm Section
Brian Howe of Bad Company
Little River Band
Andy Childs
Three Dog Night

2002
Jonny Lang
Little Feat
Josh Smith and the Frost

2001
Dave Mason
Rosie Lydett & the Zydeco Playboys
The Iguanas

Miscellaneous Outside Concerts/Contracts
Collin Raye (2003 Delray Beach Bed Race)
Eddie Money (2003 Delray Beach Bed Race)
Delbert McClinton (April 2006 Tennis Center)

NEW 2020 SEASON!

BROADWAY CABARET SERIES AT THE CREST THEATRE

OLD SCHOOL SQUARE
CREST THEATRE

FROM BROADWAY TO DELRAY

AMAZING PERFORMERS. INCREDIBLE PERFORMANCES.

JANUARY 6-7



GAVIN CREEL

FEBRUARY 10-11



LILLIAS WHITE

FEBRUARY 17-18



BETTY BUCKLEY

MARCH 9-10



TOMMY TUNE

MARCH 30-31



LUCIE ARNAZ

SUBSCRIBE TODAY!

CALL 561.243.7922, EXT. 1
OR VISIT
CREST THEATRE BOX OFFICE

ALL PERFORMANCES ARE 8PM MONDAY OR TUESDAY

All dates, guest artists and performances are subject to change without notice

BROADWAY CABARET SERIES AT THE CREST THEATRE



Our most popular Subscription Series is back with new Broadway stars for the 2020 season! Renew your subscription NOW or get on the wait-list! Choose your seat and select either Monday or Tuesday evening performances. Subscribe Today!

SUBSCRIPTION HAS ITS BENEFITS

SUBSCRIBER SAVINGS
Discounted admission! Subscribers save money off the single ticket price.

BEST SEATS IN THE HOUSE
Subscribers get priority seating* and seat ownership, renewable from year to year.

QUICK CHANGES
Can't make your show day? Subscribers may exchange performance days free of charge.

*Subscribers who are also Old School Square members will be seated first.

REGULAR	$285
PREMIUM	$360**
VIP TABLE	$435**

*** Includes post-show reception with performers; Stage-side VIP Table seating includes 1 drink + table service.*

NEW 2020 SEASON!

BROADWAY CABARET SERIES AT THE CREST THEATRE

OLD SCHOOL SQUARE
CREST THEATRE

FROM BROADWAY TO DELRAY

AMAZING PERFORMERS. INCREDIBLE PERFORMANCES.

JANUARY 6-7



GAVIN CREEL

FEBRUARY 10-11



LILLIAS WHITE

FEBRUARY 17-18



BETTY BUCKLEY

MARCH 9-10



TOMMY TUNE

MARCH 30-31



LUCIE ARNAZ

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CREST THEATRE BOX OFFICE

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BROADWAY CABARET SERIES AT THE CREST THEATRE



Our most popular Subscription Series is back with new Broadway stars for the 2020 season! Renew your subscription NOW or get on the wait-list! Choose your seat and select either Monday or Tuesday evening performances. Subscribe Today!

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PREMIUM	$360**
VIP TABLE	$435**

*** Includes post-show reception with performers; Stage-side VIP Table seating includes 1 drink + table service.*

INAUGURAL SEASON!

OVATION Series AT THE CREST THEATRE

ENJOY A RICH VARIETY OF INCREDIBLE PERFORMANCES!

OLD SCHOOL SQUARE
CREST THEATRE



DECEMBER 20-21, 2019



JANUARY 3-4, 2020



MARCH 20-21, 2020



JAN. 31-FEB. 1, 2020



FEBRUARY 21-22, 2020



SUBSCRIBE TODAY!

CALL 561.243.7922, EXT. 1
OR VISIT
CREST THEATRE BOX OFFICE

ALL PERFORMANCES ARE 8PM FRIDAY OR SATURDAY

All dates, guest artists and performances are subject to change without notice

OVATION Series AT THE CREST THEATRE



New Subscription Series! Choose a package of 4 or 5 shows and select either Friday or Saturday evening performances. Subscribe Today!

SUBSCRIPTION HAS ITS BENEFITS

SUBSCRIBER SAVINGS — Discounted admission! Subscribers save **money off** the single ticket price.

BEST SEATS IN THE HOUSE — Subscribers get priority seating* and seat ownership, renewable from year to year.

QUICK CHANGES — Can't make your show day? Subscribers may exchange performance days free of charge.

*Subscribers who are also Old School Square members will be seated first.

REGULAR	$270 / *5 shows* $216 / *4 shows*
PREMIUM	$320 / *5 shows* $256 / *4 shows*





Winter Craft Beer Garden

January 3, 2020 | Old School Square Pavilion & Park

Music and beer festival fundraiser for Old School Square





Art & Couture All-Stars: Designer Fashion Show & Art Experience

January 30, 2020 | Cornell Art Museum

As part of the 7th Annual Delray Beach Fashion Week, the night started with a runway show in front of the museum featuring local designers, followed by an intimate cocktail reception and meet & greet with the designers.





Old School Square Super Pep Rally

January 31, 2020 | Old School Square Pavilion & Park

In partnership with the DDA and the 7th Annual Delray Beach Fashion Week, this was a BIG GAME celebration of Delray Beach's local talent and homegrown heroes. Festivities included a free concert, swimsuit runway show, NFL Alumni, performances by Atlantic High School and speakers such as Mayor Shelly Petrolia and the Palm Beach County Sports Commission.






Spring Art on the Square 2020

February 8-9, 2020 | Hosted by Cornell Art Museum but exhibited campus wide

Juried art show and fundraiser for Old School Square





Abstract Painting Class: Taught by Sally Cooper

February 16, 2020 | Creative Arts School

Nurturing creativity self and training art students to take risks, and paint intuitively. Artistic originality was encouraged in a light atmosphere where "mistakes" can be turned into masterpieces.





Broadway Cabaret Series: André De Shields Performance

March 9-10, 2020 | Crest Theatre

In its 24th season and presented in association with Mark Keller, the Broadway Cabaret series features Broadway's brightest stars, accompanied by legendary musical directors.

OLD SCHOOL SQUARE
DOWNTOWN DELRAY

2019-2020 SEASON PREVIEW

as of May 23, 2019

FOR FULL SHOW DESCRIPTION please visit OldSchoolSquare.org or call the Box Office at 561-243-7922, ext. 1

MEMBER ON-SALE
MAY 25 - AUG 28, 2019

PUBLIC ON-SALE
AUG 29, 2019

6X6

EXHIBITION & SALE

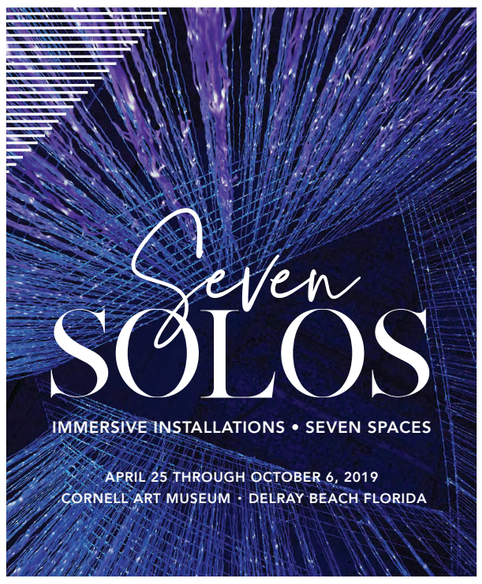
The Cornell Art Museum is excited to host the **6th Annual 6x6 Exhibition & Sale** featuring donated 6x6 inch artworks from around the country. The artworks will be a feature exhibition in the museum's Spotlight Gallery - opening for **Delray Beach's First Friday Art Walk on July 5, 2019** and then sold at the **6x6 Art Sale on July 25** for $30 each. All professional, aspiring and hobby artists are invited to participate in this experience with all proceeds benefiting the Cornell Art Museum.

SUBMISSION FORMS can be found available online at CornellArtMuseum.org or by stopping in at the Museum during business hours. **Deadline for artwork is June 22nd!**



SEASON LAUNCH PARTY!!

FRI, OCT 4 | 6PM



FREE FRIDAY CONCERTS

OCT 4 - JAN 31
EVERY FRIDAY

DOORS @ 6PM
MUSIC @ 7:30PM

RAIN OR SHINE!
STAY TUNED FOR BAND LINE-UP

FALL ART ON THE SQUARE

PRESENTED BY THE CORNELL ART MUSEUM

NOV 9 | 10AM - 5PM
NOV 10 | 10AM - 4PM

The Cornell Art Museum front lawn will be transformed into an exciting outdoor gallery, welcoming art collectors and enthusiasts to meet the artists and discover something new for everyone! Enjoy live music as you stroll among the exhibiting artists booths and visit the Hospitality Tent for gourmet bites and refreshments. ***FREE ADMISSION!***

CLASSIC ALBUMS LIVE

2019-2020 SERIES

LED ZEPPELIN
IV
NOV 16

THE BEATLES
Sgt. Pepper's Lonely Hearts Club Band
DEC 28

TOM PETTY
Damn the Torpedos
JAN 11

AC/DC
Back in Black
JAN 25

CREEDENCE CLEARWATER REVIVAL
Chronicle, Vol. 1
FEB 29

PINK FLOYD
The Wall
MAR 20

FLEETWOOD MAC
Greatest Hits
APR 11

$75 VIP | $40 Premium | $20 General

THE DRIFTERS

THURS, NOV 21 | 8PM

Up on the Roof, Under the Boardwalk, This Magic Moment, There Goes My Baby, Dance with Me, Spanish Harlem, Stand by Me..the list of hits goes on and on. THE DRIFTERS...one of Rock & Roll's founding vocal groups is once again touring the U.S.!

$75 VIP | $40 Premium | $20 General

HANSEL & GRETEL

DEC 6 - 8 | TBD

Enjoy an enchanting production starring Palm Beach Opera's Benenson Young Artists and Bailey Apprentice Artists. Based on the beloved Brothers Grimm fairy tale, this charming classic features a full orchestra, a lush folk-inspired score by Engelbert Humperdinck, and an imaginative set made entirely out of paper!

CALL BOX OFFICE FOR MORE INFO



CALL BOX OFFICE FOR MORE INFO

The SYMPHONIA

THE SYMPHONIA

DEC 10 | FEB 4 | APRIL 21 | 7:30PM

A new kind of concert-going experience! Fresh, Hip and Cultural...with an untraditional twist... NEW DIRECTIONS a new evening concert series combining great music with theatrical and visual elements, presented in an entertaining, insightful, historical and fun way.

CALL BOX OFFICE FOR MORE INFO



HOLLYWOOD REVISITED

FRI, DEC 27 | 8PM

Acclaimed vocalists sing movie-related music while modeling original show costumes. Enjoy live musical accompaniment, anecdotes about the designer, the movie and scene for each costume!

$65 Premium | $55 Regular



THE GREAT DUBOIS

SUN, JAN 19 | 7PM

A fast-paced, high energy circus show for all ages...showcasing incredible feats of juggling, unicycle, aerial, circus stunts, contortion, magic and audience interaction all wrapped up in a blanket of comedy. Simply put...the most unique 2-person circus show you will ever see!

$65 Premium | $55 Regular



THE COCKTAIL CABARET

SUN FEB 2 | 7PM

The 70-minute musical revue features a combo of live original music and well-known stylized and re-imagined modern standards. Features four Broadway-caliber powerhouse singers and a four-piece band led by renowned concert pianist Philip Fortenberry.

Table Seat $80 | Premium $65 | Regular $55



ANTHONY NUNZIATA'S *AMORE!*

FRI, FEB 7 | 8PM

The Greatest American Italian Love Songs Internationally acclaimed singer, songwriter, entertainer, and Carnegie Headliner Anthony Nunziata brings his soulful and lyrical tenor voice to the greatest love songs ever written. Joining Anthony is the world class Ted Firth trio for a truly unforgettable evening.

Table Seat $80 | Premium $65 | Regular $55



STAYIN' ALIVE

SAT, FEB 8 | 8PM

Thee largest and most definitive production of its kind, offering big screen video clips, photos, and dazzling imagery, offers to their audiences the songs and sights of a full Bee Gees play list, singing blockbusters such as *Night Fever, Jive Talkin, How Deep is Your Love, Staying Alive* and many more!

$65 Premium | $55 Regular

SPRING ART ON THE SQUARE

PRESENTED BY THE CORNELL ART MUSEUM

FEB 8 | 10AM - 5PM
FEB 9 | 10AM - 4PM

The Cornell Art Museum front lawn and Old School Square center grounds will be transformed into an exciting outdoor gallery, welcoming art collectors and enthusiasts to meet the artists and discover something new for everyone! Enjoy live music as you stroll among the exhibiting artists booths and visit the Hospitality Tent for gourmet bites and refreshments. ***FREE ADMISSION!***



BROOKLYN TO BROADWAY

SAT, FEB 15 | 2PM & 8PM

An evening of comedy with the star of one of the longest running one-man comedies in Broadway history: *My Mother's Italian, My Father's Jewish & I'm in Therapy*. Steve Solomon uses his gift for acting, dialects and voices, bringing to life twenty of more oddball people in hysterical situations that we all relate to!

Table Seat $80 | Premium $65 | Regular $55



CATAPULT

SAT, FEB 22 | 8PM

An *America's Got Talent* finalist from Season 8, *Catapult* is a magical production that features incredible dancers who work behind a screen to create shadow silhouettes of shapes from the world around us. Be amazed as you watch their bodies transform into a mountain, an elephant, a dragon, even a helicopter!

$75 VIP | $40 Premium | $20 General



BEGINNINGS

FRI, FEB 28 | 8PM

BEGINNINGS is a celebration of the music of Chicago, performed by world-class musicians and vocalists who recreate the sound, excitement and emotion of three decades of hits from Chicago's hey-day!

$75 VIP | $40 Premium | $20 General



ABSOLUTELY HER-LARIOUS

SAT. MAR 7 | 8PM

An all-star cast of superstar female impersonators, you won't believe your eyes that these gals are really guys! Frank Marino and his fabulous cast of female impersonators not only recreate, but almost uncannily duplicate, the likenesses of Hollywood stars! This show is one of Las Vegas' most spectacular productions!

Table Seat $80 | Premium $65 | Regular $55

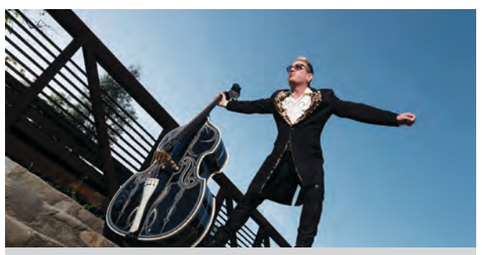


THE DUPREES

SUN, MAR 15 | 7PM

2012 marked the 50th anniversary of "You Belong to Me" becoming a national hit. The Duprees are known the world over for their romantic interpretations of the most beautiful love songs ever written!

$67 Premium | $57 Regular



LEE ROCKER: THE STRAY CAT!

SAT, MAR 21 | 8PM

Lee Rocker made his mark singing, playing, standing on, spinning and rocking his giant upright bass as a founding member of the Grammy nominated music group The Stray Cats! Come hear Lee and his band perform Stray Cats hits plus lots of other rockin' songs!

$75 VIP | $40 Premium | $20 General



LET'S HANG ON!

THURS, APR 9 | 8PM

A group of six performers, four guys, two gals, and a four-piece band, one of the few shows that still uses live music. The singer and musicians bring to life the music & style of Frankie Valli and The Four Seasons by capturing the trademark vocal virtuosity, tight harmonies & crisp choreography that made their reputation.

$65 Premium | $55 Regular

OLD SCHOOL SQUARE
CREST THEATRE

ROBERT D. CHAPIN LECTURE SERIES

2017 Lectures

INFORMATION FOR NEW AND RETURNING SUBSCRIBERS

CREST THEATRE LECTURE GUILD

Kristin Alexandre
Susan Ambrecht
Frances Bourque
Phyllis Callaway
Missy Corey
Meg Eaton
Kathy Fay
Heather Frazer
Barbara Gellner
Lisa Hayes Jankowski
Susan Lloyd
Marilyn Mayer
Susan Mullin
Jane Orthwein
Joan Orthwein
Sandra Powell
Tina Smith
Lisa Tiernan
Martie Walker
Barbara Whittaker

Dear Lecture Series Subscriber:

On behalf of the Crest Theatre Lecture Guild and Old School Square, we are proud to announce our confirmed speakers for the 2017 Robert D. Chapin Lecture Series. We trust that you will find this year's speakers to be educational, entertaining, and all around fascinating.

RETURNING SUBSCRIBERS:
Attached is your renewal form for the 2017 series. Please take a few minutes now to fill out your renewal form and get it to us as soon as possible to maintain your great seating. You should be happy to note that we have not had a price increase this year. Per your requests, we have incorporated the $2 Historic Preservation Fee into the price of the ticket to make it easier for you. The Historic Preservation Fund supports ongoing efforts to preserve and maintain our historic buildings.

Your subscription renewal deadline is Thursday May 19th. Please complete the form and mail it, email it, fax it, or bring it back to us. If you prefer, you may also renew by phone Monday through Friday from 10:00 am to 5:00 pm. Unfortunately, if you do not renew by the deadline date, you will lose your seats. Send it in today! Don't miss out on this outstanding series.

NEW SUBSCRIBERS:
Please call the Box Office at (561) 243-7922 ext. 1 or stop by to put your name on our waiting list to get a subscription seat to this popular series. We will contact you in the month of June to let you know what seats we have available for you. You may secure your new subscription and seating at that time.

Sincerely,

Susan Andrews
Director of Ticketing Operations
Old School Square

This project is sponsored in part by the State of Florida through the Florida Department of State, Division of Cultural Affairs, and the Florida Council on Arts and Culture.

FIND US ON SOCIAL MEDIA

SUBSCRIBER BENEFITS

BEST SEATS IN THE HOUSE!

All subscriber seats will be assigned before individual tickets go on sale, giving you the best available seats at the time you place your subscription order.

YOUR VERY OWN SEAT!

Your subscription seat is YOURS until you give it up!

WAIVER OF TICKET EXCHANGE FEE

The $3 per ticket Exchange Fee will be waived for tickets purchased as part of a subscription.

TICKET EXCHANGE POLICY

Ticket exchanges will be based on availability and will open in July.

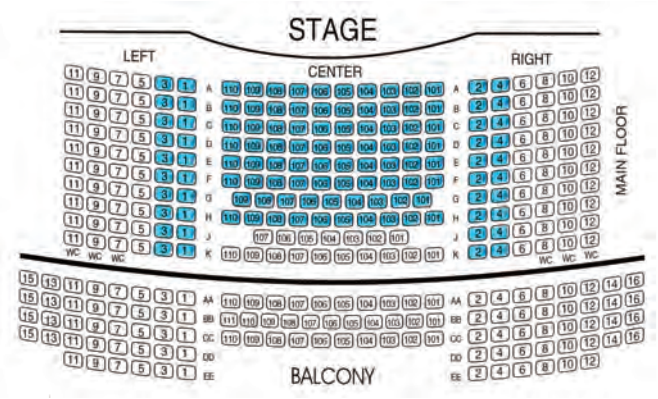
- *The $3 per ticket exchange fee will be waived for any tickets purchased as part of a **subscription;** however, any ticket price differences will be charged.
- Exchanges may be handled in person or over the phone. Cash, check and all major credit cards will be accepted for any payment necessary.
- Exchange tickets will be held at the Box Office for pickup. Your original tickets must be turned in at the Box Office in order to pick up your new tickets.
- Exchanges cannot be accommodated on the day of the show.

PLEASE NOTE:

All Subscription Lectures are Thursday at 2 pm.

- Seats will be assigned on a first come, first served basis.
- There are NO refunds. Please see Exchange Policy.
- All seating is subject to the discretion of the Box Office.
- Subscriber requests will be honored if possible.
- Seats will not be assigned until subscription renewal orders are closed and processed.
- All dates, guest artists and performances are subject to change without notice.

CREST SEATING CHART



Note: Balcony seats are not available for subscriptions.

2017 ROBERT D. CHAPIN LECTURE SERIES



SHIRLEY JONES January 12

Shirley Mae Jones, American singer and actress of stage, film and television. In her six decades of show business, she has starred as wholesome characters in a number of well-known musical films, such as *Oklahoma!* (1955), *Carousel* (1956), and *The Music Man* (1962). She won the Academy Award for Best Supporting Actress for playing a vengeful prostitute in *Elmer Gantry* (1960). She played the lead role of Shirley Partridge, the widowed mother of five children, in the musical situation-comedy television series *The Partridge Family* (1970–74), which co-starred her real-life stepson David Cassidy, son of Jack Cassidy.



HILAREE O'NEILL February 16

A professional Ski Mountaineer and Athlete for The North Face, Hilaree O'Neill is the first woman to climb two 8,000m peaks in 24 hours (Everest and Lhotse). She has also skied from the Himalayan summit of Cho Oyu in Tibet and climbed and skied several high peaks in Bolivia and Argentina. Elsewhere, Hilaree has cut turns on remote volcanoes in the Kamchatka Peninsula of Russia, Mongolia, Pakistan, Lebanon, as well as many first descents in the tight couloirs of Baffin Island. Born and raised in the Northwest, Hilaree began skiing at age 3 at Stevens Pass in the Cascade Mountains of Washington State. Eventually she moved to the Chamonix Valley of France where she learned to take her skiing skills to the next level -- ski mountaineering. Hilaree is the mother of two young boys. She lives in Telluride, Colorado and finds her sanity in the beautiful San Juan Mountains.



KOBIE BOYKINS March 2

A dynamic young engineer at NASA's Jet Propulsion Laboratory, Kobie Boykins is on the front line of Mars exploration. Boykins designed the solar arrays that powered the Mars exploration rovers, *Spirit* and *Opportunity*. Landing on Mars on January 25, 2004, *Opportunity* was designed to survive a mission lasting approximately 90 days. Remarkably, the rover continues to traverse the surface of Mars to this day, sending back valuable scientific data. Most recently, Boykins was responsible for the design of actuators on *Curiosity*, the Mars Science Laboratory, which safely landed on Mars on August 6, 2012.



DAVID DOUBILET April 6

Photographer David Doubilet estimates he has spent nearly half of his life in the sea since he took his first underwater photograph at the age of 12 with a Brownie Hawkeye camera sealed in a bag. Considered the world's leading underwater photographer, Doubilet has introduced a generation to the mystery and wonder of the deep. He has photographed more than 70 stories for National Geographic, reporting on coral reefs, historic shipwrecks, ocean predators, and exotic marine creatures. Doubilet has produced several books, including *Light in the Sea*, *Water Light Time*, *The Kingdom of Coral: Australia's Great Barrier Reef*, and *Fish Face*. He is also the recipient of many prestigious awards, including the Sara Prize, the Lowell Thomas Award, and the Lennart Nilsson Award in Photography. His images are prized for both their scientific value and their aesthetic beauty. Endowed with a keen sense of humor and the ability to speak poetically about his subjects, Doubilet is an audience favorite!

SPONSORSHIP / PROGRAM PARTNERSHIP

EVENT OVERVIEW

The Delray Affair is an exhilarating artistic extravaganza like no other. Thee Greater Delray Beach Chamber of Commerce presents the 62nd edition of the Delray Affair in 2025! Get ready to witness the "Greatest Show under the Sun," a spectacle that has earned its reputation as the premier arts and craft festival in the Southeast United States. Participate in an awe-inspiring event that ignites imagination and leaves attendees breathless.

The Delray Affair has garnered numerous accolades for its remarkable contribution to the world of art and craftsmanship. It's a melting pot of innovation, where traditional techniques blend seamlessly with cutting-edge creations. As attendees wander through the vibrant streets, they discover a treasure trove of masterpieces that will ignites senses and transports them to a world of wonder.

As you stroll through the Delray Affair, you'll be captivated by the infectious energy that permeates the air. Feel the pulse of creativity as the streets come alive with live demonstrations, engaging workshops, and interactive experiences that invite you to unleash your own artistic spirit.

And let's not forget the backdrop against which this magnificent event takes place. Delray Beach has earned the title of "The Most Fun Small Town in the US," and it's easy to see why.

WHAT

The 62nd Annual Delray Affair nicknamed The Greatest Arts & Crafts Show under the sun is a FREE three day arts & crafts show event. The Delray Affair is spread over 10 blocks in the picturesque seaside village of Delray Beach.

Over 400 Artists & Crafters selected through a selection processes.

Two food courts serve great festival food at the event.

WHERE

Downtown Delray Beach. Delray has a bustling downtown, filled with great restaurants, bars and an eclectic mix of art galleries, boutiques and stores.

WHEN

April 4—6, 2025

ATTENDANCE

110,000 annually

ADMISSION

Free

Web Site

DelrayAffair.com
Web traffic leading up to event:
79,130 sessions / 117,100 page views

90 Day Exposure:
39,748 sessions / 67,340 page views

2024 Facebook Stats
Facebook.com/delrayaffair
26,044 Fans

2024 Instagram Stats
@DelrayAffair
2,787 Followers

Radio
True Oldies

Television
WPBF-25

I-95 Billboard
Weekly eyes on impression
243,055 (in market)
486,100 (total)

Economic Impact
$3,445,708

CONTACT

Nancy Stewart-Franczak, CFEE
Director of Special Events
nancy@festivalmanagementgroup.com
561-274-4663

140 NE 1st Street
Delray Beach, FL 33444
DelrayAffair.com

Sponsorship & Program Partnership Outline

Sponsorships are on a first-served basis and secured upon receipt of payment. Promotion and sponsor benefits begin upon signing of contract. Sponsorship payments must be received in full by Jan. 1, 2025. On behalf of our non-profit organization, we wish to thank you in advance for your support and partnership. This event would not be possible without the generous support from local businesses and individuals that partner with the event.

Benefits at Each Sponsor Level	Presenting Sponsor $30,000	Corporate Sponsor $5,000 - $7,500	Sampling Sponsor $2,500	Partner $1,500
Premier location of two 10 x 10 on-site booth spaces *(Includes 2 tents, 2 tables, 4 chairs, lights, weights)*	X			
Premier location of one 10 x 10 on-site booth spaces *(Includes 1 tent, 1 table, 2 chairs, lights, weights)*		X	X	
Premier location of one 10 x 10 on-site booth spaces *(Sponsor must supply their own tent, table, chairs, lights, weights or rent from us)*				X
Sponsor promotion of services & products	X	X	X	X
Sponsor category exclusivity	X	X	X	
Main Stage Mentions *(provided by sponsor)*	X	X		
Logo / recognition in produced publicity *(Print, web, social media, eblasts, signage, TV, radio, etc.)*	X	X	X	
Customized Digital Share Plan	X	X	X	
Sponsor Concierge service at event if desired	X	X		
First Rights of Refusal with 90 days of event completion	X	X		
Sponsor Hospitality Wristbands	4	2		
Sponsor Parking Passes Daily	4	2		
Banners display in prime location	1			
Sampling Permission (1 oz portion max) with Roaming Rights (non-alcohol) for up to 2 staff members	X		X	

Sponsorship & Program Partnership Outline

EVENT OVERVIEW

The Best Stinkin' Party in South Florida for 26 years!

It's time to get your party hats on and join us for the ultimate celebration of the year - The Best Stinkin' Party in South Florida's 26th Year Anniversary! For a quarter of a century, we have been the go-to event for people who want to have a good time, and we're not slowing down any time soon. With the most energetic music, the tastiest food, and the most refreshing drinks, we guarantee an unforgettable experience.

Join us as we continue the tradition of showcasing the best of South Florida's food and entertainment scene. From savory garlic-infused meals to live music and entertainment, this event has it all. Get ready to indulge your senses and satisfy your cravings with the most mouth-watering garlic dishes you'll ever taste.

From the moment you enter the venue, you'll be greeted with the sights and sounds of a party that's been perfected over the years. The atmosphere is electric, the people buzzing, and the energy palpable. You'll be surrounded by like-minded individuals who are there to let loose, have fun, and create memories that will last a lifetime.

So what are you waiting for? Don't miss out on the party of the year. Partner with the 26th year anniversary of the South Florida Garlic Fest!

Mission

OUR ORGANIZATION is a non-profit organization whose goal is to support community projects, charitable groups and service organizations. We have contributed over $690,000.00 in the past twenty years to non-profit organizations who staff the event!

About

Our event started out as a small festival in a city parking lot in Downtown Delray Beach just as their Village by the Sea was becoming the vibrant tourist destination it is today. Within five years the event gained attendance of 20,000+ and was booking major national music acts! Around that time, The Garlic Fest was nicknamed "The Best Stinkin' Party in South Florida".

In 2018 **The Cooking Channel** got a whiff of our stinkin' party and featured us on their hit show, "Carnival Eats"! Host Noah Cappe enjoyed Chef Winston's great Garlic Mojo Corn Cakes in addition to a vast array of garlic laced goodies!

WHERE?

Village of Wellington Amphitheater & Park
12100 Forest Hill Blvd., Wellington, FL 33414

WHEN?

February 1 & 2, 2025

ATTENDANCE

15,000—20,000+

ADMISSION

$15 General Admission; children 10 & under—Free

WEB SITE

Week leading up to event:
21,275 sessions and 44,402 page views

90 Day exposure:
36,772 sessions and 75,941 page views

2023 Garlic Fest Social Media Stats

https://www.facebook.com/GarlicFestFL/
28,000 Followers

https://www.instagram.com/garlicfestfl
2,491 followers

RADIO STATION SPONSOR

97.9 WRMF, Party 96.3, South Florida's New Country 103.1, 102.3 , Sunny 107.9, Fox Sports 640AM, 850 WFTL News Talk

TELEVISION

WPBF-25

I-95 Billboard

Weekly eyes on impression
243,055 (in market)
286,100 (total)

ECONOMIC IMPACT

$1,083,000

CONTACT

Nancy Stewart-Franczak, CFEE
Executive Director
nancy@festivalmanagementgroup.com / 561-274-4663
140 NE 1st Street, Delray Beach, FL 33444

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BENEFITS AT EACH SPONSORSHIP LEVEL	PRESENTING SPONSOR $30,000	CORP SPONSOR $5,000–$7,500	SAMPLING SPONSOR $2,500	PARTNER $1,500
Premier location of two 10 x 10 on-site booth spaces *(Includes electric, 2 tents, 2 tables, 4 chairs, lights, weights)*	X			
Premier location of one 10 x 10 on-site booth spaces *(Includes electric, 1 tent, 1 table, 2 chairs, lights, weights)*		X	X	
Premier location of one 10 x 10 on-site booth spaces *(Includes electric. Sponsor must supply their own tent, table, chairs, lights, weights or rent from us)*				X
Sponsor promotion of services & products	X	X	X	X
Main Stage Mentions *(provided by sponsor)*	X	X		
Logo / recognition in produced publicity *(Print, billboard, web, social media, eblasts, signage, TV, radio, etc.)*	X	X	X	
Customized Digital Share Plan	X	X	X	
Sponsor Concierge service at event if desired	X	X		
First Rights of Refusal with 90 days of event completion	X	X		
VIP tickets with Meet & Greet Opportunity	4			
VIP tickets with Meet & Greet Opportunity		2		
Sponsor Parking Passes Daily	2			
Banners display in prime location	1			
Sampling Permission (1 oz portion max) with Roaming Rights (non-alcohol) for up to 2 staff members			X	

CONCERT SERIES SCHEDULE

4/17 **
SISTER HAZEL

4/22 **
MATT STELL

4/24 **
GRACE POTTER

4/30 *
NORTH MISSISSIPPI ALLSTARS

5/7 *
KEVIN SMITH

5/15 *
TOMMY EMMANUAL

5/16 **
LAKE STREET DIVE
TBA

5/20 **
G. LOVE & CITIZEN COPE
TBA

5/21 **
ST. PAUL & THE BROKEN BONES

5/27*
MARTIN SEXTON

5/29 **
MOE
TBA

6/3 **
THE ALLMAN BETTS BAND

6/5 **
DYLAN SCOTT
TBA

6/6 **
HOT TUNA

6/9**
PIGEONS PLAYING PING PONG
TBA

6/17 **
TEACHER APPRECIATION DAY EVENT

6/24 **
TWIDDLE
TBA

7/12 **
SEVENDUST
TBA

7/24**
TACO'S & TEQUILA
ON THE SQUARE
(NATIONAL TEQUILA DAY) *

OLD SCHOOL SQUARE
A NOT FOR PROFIT ORGANIZATION

Dear Friend,

Old School Square strives to provide superior, professional, and accessible programming that nurtures artistic expression and involvement. We also offer professional services through a team of dedicated staff and volunteers, who embrace cultural diversity, establish and maintain strong partnerships, and honor and protect Old School Square as a National Historic site.

The vision is to offer a broad range of programs and services that will inspire every community segment to participate. Through expanded financial stability, Old School Square will experience continued growth as a multi-disciplinary facility and will lead the City's plan to be a national cultural arts destination.

Before the pandemic, Old School Square annually presented 3,600 public offerings a year and welcomed over one million families, friends, residents, and visitors to our grounds. On March 13, 2020, similarly to our entire industry, Old School Square closed its doors and furloughed eighty percent of its staff. Over the past nine months, we have slowly regained our staff from four to nine members, still quite a long way from our pre-COVID staffing, but encouraging nonetheless. Our research and planning allowed Old School Square to become one of the nation's first venue to open an outdoor, socially-distanced performance space for live music and events.

Old School Square is now serving as a central spot for regional tours in South Florida is a victory for what might be called the campus's incremental approach to reopening. For those that are a little tired of virtual everything, Old School Square is helping our county, and visitors get a little bit closer to the energy and electricity that only a performer and spectator, symbiotically connected in the same space, can generate.

Sponsoring this series of Concerts at the Pavilion provides a meaningful opportunity to help us create a place of escape, where visitors can come to have an evening of fun in a safe and socially distanced experience bringing back some normalcy to our day to day lives.

If you would like further information, or to become a sponsor, please contact me at 561-504-5138 or Hryan@oldschool.org. Join us in bringing joy through the arts!

With gratitude for your support,



Holland Ryan
Chief Operating Officer
Old School Square
561-504-5138 (m)
Hryan@OldSchool.org

SPONSORSHIP OPPORTUNITIES

Pavilion sponsorship opportunities are available at all monetary levels and can be tailored to sponsor preference

PAVILION PREMIER CONCERT SERIES SPONSORSHIP: $60,000 (LIMIT ONE)

This sponsorship opportunity includes:

Opportunity for (2) vehicles to be displayed on Old School Square grounds during Pavilion events for shows with 123 PODS, (4) vehicles with 222 POD shows, and up-to (6+) vehicles when patron capacity increases (TBD).

Event signage identifying Schumacher Automotive Group as the Premier Sponsor

(1) 10x10 informational tent, in a prime location, to distribute promotional information during Pavilion events

Discounted rental of Old School Square's White Infinity Cyclorama, located in the Crest Theatre, for one commercial video shoot. (Old School Square currently houses the largest White Infinity Cyclorama in Palm Beach County) ***Staffing, Filming, Camera Equipment, and Editing not included. Additional costs apply.*

Sponsor recognition in select event advertisements and press releases, both pre- and post-event

Access to exclusive Meet and Greets with artists based on COVID safety precautions and artist availability.

Inclusion on Oldschoolsquare.org as a premier sponsor, hyperlinked to sponsor website and a promotional commercial.

Inclusion on Pavilion event related content on all Old School Square social media channels *(22,000+ followers)*

Inclusion on all Pavilion event related marketing and advertising efforts, both digital and print

Inclusion in Pavilion event related email marketing campaigns, with sponsor logo hyperlinked to website (37,000+ unique emails)

Opportunity to include digital commercial(s) in Old School Square's virtual programming *(Average weekly local viewership of 40,000 customers in the tri-counties: Miami-Dade, Broward, and Palm Beach).*

Opportunity for collaborative video interviews and testimonials to be published on OldSchoolSquare.org, Youtube and social media channels *(Facebook, Instagram, Twitter)*

10 General Admission ticekts to the Cornell Art Museum *(*valid for one year)*

Invitations to select VIP Special Events

(1) VIP POD and (4) GA PODS at every Pavilion event during sponsorship term

Signage in the VIP Lounge at every Pavilion event during sponsorship term

Access to the VIP Lounge for Sponsor and guests at every Pavilion event during sponsorship term

OLD SCHOOL SQUARE
A NOT FOR PROFIT ORGANIZATION
PAVILION



Dear Friend,

Old School Square will soon be celebrating a return to live events & concerts, visitors in the museum, and in-person classes, as well as continuing our wide variety of virtual programming!

Old School Square is the premier destination for arts in Delray Beach, and arguably all of Palm Beach County! Our site sees over 800K visitors on campus, annually.

We hope to spread some hope and joy with a new **holiday exhibition** at the Cornell Art Museum. The show explores themes of celebration, cheer, joy and above all will leave our visitors with a sense of hope. The exhibition features immersive installations, world class contemporary art, contemporary crafts, and a temporary Holiday Shop featuring over 50 different artists! The holiday season in Delray Beach will be enriched with the addition of the museum exhibition, providing a chance to safely celebrate the holidays.

Outdoor concerts will return, and with them a sense of normalcy! The Pavilion stage is the perfect outdoor venue to safely enjoy live music, and we have some impressive acts just waiting for the chance to perform! Activating our outdoor stage will also revitalize Downtown Delray and bring much needed business to the shops and restaurants on our beloved Atlantic Avenue.

We will be opening our classrooms to **in-person learning** again, with safety precautions at our Creative Arts School. Our online classes and offerings will continue as well; and have been enthusiastically embraced by the Delray Beach community and beyond!

With our return to in-person offerings at our different venues, we will continue to provide virtual content for our visitors who are not comfortable venturing out yet. We have seen virtual programming grow exponentially, and we will continue to embrace it, creating quality content for art lovers everywhere.

Help us bring cheer to Delray Beach and beyond! **Invest in the arts, in the community, in hope for your city.**

Sponsoring the arts at Old School Square provides a meaningful opportunity to assist us in creating a place of escape, where visitors can enjoy experiencing the arts!

Please review the enclosed sponsorship levels and let us know how you would like to partner with us. It is through private donations that cultural experiences will continue to be created here in Delray Beach.

If you would like further information, or to become a sponsor, please contact me at (561) 846-2315 or HRyan@OldSchool.org.

Join us in spreading joy through the arts! Old School Square *can* and *will* be the catalyst for healing and economic recovery in Delray Beach!

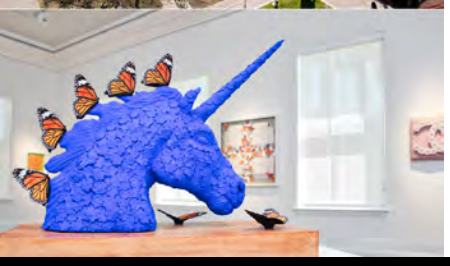
With Gratitude for Your Support,

Holland Ryan
Chief Operational Officer
Old School Square
hryan@oldschool.org
561-846-2315







SPONSORSHIP OPPORTUNITIES

OCTOBER 1, 2020 - SEPTEMBER 30, 2021

OLD SCHOOL SQUARE
A NOT FOR PROFIT ORGANIZATION

PATRON OF THE ARTS SPONSOR: $2,500

- Sponsor name/logo included in press release announcing the re-opening of Old School Square
- Signage at the entrance and exit of the Cornell Art Museum during the Holiday Exhibition
- Signage at the entrance and exit of the Pavilion Grounds
- Recognition of sponsor from the stage during all special events taking place in the winter (such as Carols by Candlelight)
- Hyperlink to website and logo on OldSchoolSquare.org and CornellArtMuseum.org
- Sponsor name/logo on all printed promotional materials
- Monthly e-blast thanking sponsors with hyperlink to sponsor website
- Tickets to the Cornell Art Museum (*Good for one year)

PAVILION SHOW SPONSOR: $5,000

ALL BENEFITS listed under Patron of the Arts Sponsor, IN ADDITION TO:

- Membership of Old School Square at the Producer's Level for one year (Value: $1,000)
- Invitations to VIP special events
- Priority ticketing for all paid events
- Priority seating at free concerts (reserved tables and chairs near the front of the stage)

VIRTUAL CONTENT SPONSOR: $10,000

ALL BENEFITS listed under Pavilion Show Sponsor, IN ADDITION TO:

- Signage in the VIP lounge at paid concerts
- If applicable, product displays and/or information tent at outdoor free events
- Access to the VIP lounge for Sponsor and guests for paid events
- Opportunity to display motor vehicles for marketing purposes.

PROGRAM SPONSOR: $20,000

ALL BENEFITS listed under Virtual Content Sponsor, IN ADDITION TO:

- Sponsor will be mentioned in all media coverage and included in any photos submitted to media
- Opportunity to include commercials in Old School Square virtual programming
- Meet and Greets with artists based on safety and artist availability

EVENT SPONSOR: $50,000

ALL BENEFITS listed under Program Sponsor, IN ADDITION TO:

- Inclusion in all digital and social media marketing, including organic and promoted posts. (E-blasts, Facebook, Instagram, YouTube Videos, Google Ads)
- Opportunity for collaborative video interviews and testimonials published on website and social media channels

SEASON SPONSOR: $75,000

ALL BENEFITS listed under Event Sponsor, IN ADDITION TO:

- Opportunity to give opening remarks, which will be recorded and will remain on our YouTube channel and website
- Opportunity to introduce artist talks, concerts, classes, and other seasonal virtual events to be streamed online

Old School Square Center For the Arts, Inc.
51 N Swinton Ave, Delray Beach, FL, 33444

Event Awards Won

2011-2021

2021- *2021 South Florida Garlic Fest*

Florida Festival & Events Association

($250,000 to $750,000 budget)

2nd Place Event Signage

3rd Place Event Safety Plan

Greater Miami Festival & Events Association

($250,000 to $750,000 budget)

Best Live Event

Teresa Callava Excellence in Event Development Award (Nancy Stewart-Franczak)

2018- *2018 Wellington Beach Bacon & Bourbon Fest*

($50,000 - $250,000 budget category)

1st Place Best Facebook Campaign - Credits RealTime Marketing Group, NC

1st Place Best Street Banners – Credits to DFS Graphics, Delray Beach, FL

2nd Place Best Website Credits RealTime Marketing Group, Delray Beach, FL

2017 - *2017 18th Annual Delray Beach Garlic Fest*

International Festival & Events Association

($500,000+ budget)

1st Place for Best Radio Ad – Credits to iHeart

3rd Place for Best Eblast Newsletter (inhouse)

Florida Festival & Events Association

($250,000 to $750,000 budget)

1st Place for Best Commemorative Poster – Credits to Rebecca Loveless

1st Place for Best Radio Ad – Credits to iHeart

3rd Place for Best Website – Credits to Real Time Marketing Group

2016 -*2016 17th Annual Delray Beach Garlic Fest*

International Festival & Events Association

($250,000 to $750,000 budget)

1st Place for Best Social Media Site – Credits to Real Time Marketing Group

1st & 2nd Place Best Newspaper Insert – Credits to Delray Newspaper

2nd Place Best Photograph – Credits to VMA Studios

2nd Place Best Event Website – Credits to Real Time Marketing Group

3rd Place Best Other Merchandise (Poster) – Credits to Ariel Celestino Hernandez

2016 2nd Annual Delray Beach Bacon & Bourbon Fest

(Under $250,000 budget category)

2nd Place Best Photograph – Credits to VMA Studios

2nd Place Best Event Website – Credits to Real Time Marketing Group

3rd Place Best TV Promo – Credits to CW34

Florida Festival & Events Association

2016 17th Annual Delray Beach Garlic Fest

($250+ budget category)

1st Place for Best Commemorative Poster – Credits to Artist Ariel Celestino Hernandez of Hialeah, FL

2nd Place Best Photo – Credits to Aaron Lurie, VMA Studios, Delray Beach, FL

3rd Place Best Website – Credits Real Time Marketing Group, Delray Beach, FL

2016 2nd Annual Delray Beach Bacon & Bourbon Fest

($50,000+ budget category)

1st Place Best Photo – Credits to Aaron Lurie, VMA Studios, Delray Beach, FL

2nd Place Best Facebook Campaign - Credits RealTime Marketing Group, Delray Beach, FL

2nd Place Best Website Credits RealTime Marketing Group, Delray Beach, FL

2015

International Festival & Events Association

16th Annual Delray Beach Garlic Fest

($250,000 to $750,000 budget)

1st Place Best Billboard

2nd Place Best Event Website

2nd Place Best Social Media Site

3rd Place Best Newspaper Insert

3rd Place Best Photograph (Lurie)

3rd Place Best T-Shirt (volunteer)

1st Annual Delray Beach Bacon & Bourbon Fest

(Under $250,000 budgets)

1st Place Best Street Banner

2nd Place Best Newspaper Insert

2nd Place Best Other Merchandise (Logo'd Bourbon glass)

3rd Place Best Event Website

3rd Place Best Photograph (Papp)

3rd Place Best Billboard

53rd Annual Delray Affair

(Under $250,000 budgets)

1st Place Best Event Mobile App

2nd Place Best T-Shirt Design (Got Questions? Just App Us)

3rd Place Best Pin

3rd Annual Delray Beach Wine & Seafood Fest

(Under $250,000 budgets)

1st Place Best Newspaper Insert

1st Place Best Billboard

Florida Festival & Events Association

1st Annual Delray Beach Bacon & Bourbon Fest

($50,000 - $249,999 Budget Category)
1st Place Photo
2nd Place Social Media Campaign
2nd Place Outdoor Advertisement

16th Annual Delray Beach Garlic Fest
($250,000 and over Budget Category)
1st Place Photo
3rd Place Commemorative Poster

53rd Annual Delray Affair
($50,000 - $249,999 Budget Category)
2nd Place Mobile App

BizBash
Food Events Category
Delray Beach Garlic Fest
#2 One of 2015 South Florida's Top 100 Events

BizBash
Delray Affair
Parades & Festivals Category
#3 One of 2015 South Florida's Top 100 Events

2014

BizBash
Delray Beach Garlic Fest
One of South Florida's Top 100 Events

Delray Affair
One of South Florida's Top 100 Events

International Festival & Events Association
15th Annual Delray Beach Garlic Fest
1st Place Best Newspaper Insert
2nd Place Best Social Media Site
2nd Place Best Single Magazine Display Ad
2nd Place Best Other Merchandise

53rd Annual Delray Affair
2nd Place Best Mobile App
2nd Place Best Commemorative Poster

Florida Festival & Events Association
DELRAY AFFAIR
1st Place Best Mobile App
2nd Place Best T-Shirt

2nd Place Best Commemorative Poster

GARLIC FEST
1st Place Best Social Media Site
2nd Place Best Website
3rd Place Best Promotional Item

Best of South Florida
DELRAY AFFAIR
Runner-up - Best Art Event

GARLIC FEST
Runner-up - Best Annual Event

2013

Florida Festival & Events Association
14th Annual Delray Beach Garlic Fest
Social Media – 2nd place ($150,000 and over budget category)
Magazine Ad Display – 3rd place ($150,000 and over)

51st Annual Delray Affair
Mobile App – 2nd place ($150,000 and over)
Newspaper Special Section – 3rd place ($150,000 and over)
Event Within an Event – 3rd place ($150,000 and over)

Annual Wine & Seafood Festival
T-Shirt – 1st place ($25,000 to $149,999)
Website – 2nd place ($25,000 to $149,999)
Promotional Item – 2nd place ($25,000 to $149,999)
Outdoor Advertisement – 2nd place ($25,000 to $149,999)

International Festival & Events Association
14th Annual Delray Beach Garlic Fest
SILVER - BEST SOCIAL MEDIA SITE
SILVER - BEST SPECIAL SECTION INSERT
GOLD - BEST EVENT PHOTOGRAPH

51st Annual Delray Affair
GOLD - BEST SOCIAL MEDIA SITE
GOLD - BEST COMMEMORATIVE PIN

Annual Wine & Seafood Festival
GOLD - BEST BILLBOARD
GOLD - BEST STREET BANNERS

St Patrick's Day Parade

SILVER - BEST EVENT PHOTOGRAPH

2012

Florida Festival & Events Association

Delray Beach Garlic Fest ($100,000 and over budget category)
Gold for Best Magazine Display Ad
Gold for Best Photo
Gold for Best Social Media Marketing Campaign

St Patrick's Day Parade ($25,000 - $99,999 and over budget category)
Gold for Best Radio / PSA (video)
Gold for Best Photo
Silver (2nd place) for Best Photo

Delray Affair ($100,000 and over budget category)
Gold for Best Newsletter
Silver (2nd place) for Best Social Media Marketing Campaign

BizBash

Delray Beach Garlic Fest
One of South Florida's Top 100 Events

Delray Affair
One of South Florida's Top 100 Events

2011

Florida Festival & Events Association

Delray Beach Garlic Fest
Runner-up Magazine Ad

Delray Affair ($100,000 and over budget category)
Runner-up Commemorative Poster

NATIONAL ACT ENTERTAINMENT OUTLINE

2024
Ryan Montgomery
Shot Thru the Heart Band - Bon Jovi Tribute
The Dave Matthews Tribute Band

2023
Drake White

2022
Red NOT Chili Peppers
Everlast

2021
Badfish
Red NOT Chili Peppers

2020
The Expendables
The Wailers
G. Love & Special Sauce

2019
Mighty Mighty Bosstones
Steel Pulse

2018
Hoobastank
Stephen Marley (Stick Figure cancellation)
Donna Summer Celebration

2017
KONGOS
Michael Franti & Spearheads

2016
Iration
Taking Back Sunday

2015
Rebelution
Trombone Shorty & Orleans Avenue

2014
Collective Soul
Dispatch

2013
Lifehouse
Pepper

2012
Uncle Kracker
G. Love & Special Sauce

2011
Buddy Guy
Dark Star Orchestra
Outside the Box

2010
Everclear
The Wailers
Don't Stop Believin' - *A Tribute to the Music of Journey*

2009
Big Head Todd & The Monsters
Los Lonely Boys

2008
Donna the Buffalo
Blues Traveler
Wish you were here…*A tribute to Pink Floyd*
Caribbean Chillers…*A tribute to Jimmy Buffet*

2007
Sister Hazel
The Alan Parsons Project
Andy Childs Band
The Wreckers

2005
Little Feat
The Gin Blossoms
Dickey Betts & Great Southern
Roberto Perrara

2004
Dave Mason
The Fixx
Andy Childs
Paul Revere & the Raiders

2003
Atlanta Rhythm Section
Brian Howe of Bad Company
Little River Band
Andy Childs
Three Dog Night

2002
Jonny Lang
Little Feat
Josh Smith and the Frost

2001
Dave Mason
Rosie Lydett & the Zydeco Playboys
The Iguanas

Miscellaneous Outside Concerts/Contracts
Collin Raye (2003 Delray Beach Bed Race)
Eddie Money (2003 Delray Beach Bed Race)
Delbert McClinton (April 2006 Tennis Center)

RYAN MANAGEMENT GROUP, INC.

Company History – Ryan Management Group, Inc. (RMG)

Founded on a deep passion for the entertainment industry and a commitment to excellence in venue management, **Ryan Management Group, Inc. (RMG)** has established itself as a leader in concert, festival, and performing arts facility operations. With decades of combined experience, RMG is known for delivering **exceptional entertainment experiences, optimizing venue operations, and fostering community engagement**.

The company was founded by **Bern Ryan and Holland Ryan**, two industry veterans with **60 years of expertise in event management, venue operations, financial oversight, and strategic growth**. Their diverse backgrounds in **hospitality, event production, and property management** provide RMG with a **comprehensive approach** to successfully managing entertainment venues while maximizing economic impact and cultural influence.

RYAN MANAGEMENT GROUP, INC.

Leadership & Achievements

Bern Ryan – Expertise in Hospitality, Property & Event Management

A seasoned executive with decades of experience in **hospitality, catering, and property management**, **Bern Ryan** brings a **unique and invaluable skill set** to RMG. His career spans **luxury catering, large-scale property operations, and senior living community management**, all of which contribute to his expertise in **business operations, event logistics, and customer service excellence**.

Currently, Bern is the **President of Carefree Catering**, a **$14 million-per-year upscale catering company** serving Palm Beach, Martin, and St. Lucie Counties. Since 2003, he has overseen **daily operations, menu development, and staff recruitment**, ensuring exceptional service for **elite clientele and large-scale events**. His **expertise in food and beverage services** is a key factor in RMG's ability to create **premium hospitality experiences** at the venues it manages.

His leadership in **property and facility management** includes:

- **Project Manager & Property Manager – Lake Delray Apartments** (1999–2003)
    - Led a **$7 million renovation** of a **404-unit senior living property**
    - Increased occupancy from **82% to 99% in just 16 months**
- **Executive Director – Brookdale Senior Living, The Classic at West Palm Beach** (1998–1999)
    - Oversaw **244-unit luxury senior housing**, including a **64-bed assisted living facility**
    - Increased occupancy from **93% to 98% in one year**
- **Director of Resident Services & Operations – Lakeside Village, A Classic Residence by Hyatt** (1996–1998)

    - **Developed operational infrastructure** for a **46-acre upscale retirement community**

Bern's expertise in **multi-department management** was further strengthened in his role as **General Services Director for ARAMARK Corporation at General Hospital in Eureka, CA** (1991–1996), where he successfully led the **food service, housekeeping, and laundry departments** of a major acute care healthcare facility.

Bern holds an **AOS Degree in Culinary Arts from the Culinary Institute of America (CIA)** in Hyde Park, NY (1986) and studied **History at San Diego State University** (1977). His background in **culinary arts and hospitality management** adds a **unique dimension** to RMG's expertise, particularly in **venue concessions, catering, and guest experience enhancement**.

Holland Ryan – Transformational Leadership in Venue & Technical Management

With an extensive background in **venue operations, technical production, and entertainment consulting**, **Holland Ryan** has been a **driving force in the live entertainment industry**. His expertise spans **event management, contract negotiations, technical direction, and artist booking**, making him an **invaluable leader** in the field.

As **Facilities Director & Technical Director at Sunrise Theatre for the Performing Arts**, Holland oversees **technical operations**, including **lighting, sound, set design, and facility maintenance**. He is responsible for **day-to-day operations, optimizing efficiency, and implementing strategic operational improvements** to enhance venue productivity.

Holland's prior experience includes:

- **Technical Production Supervisor – Palm Beach Atlantic University** (2023)
    - Managed **rider and contract negotiations** to reduce overhead costs
    - Developed **crew schedules** and maintained **rental equipment contracts**
    - Oversaw **repair and maintenance of theatrical systems**
- **CEO & President – A-Team Entertainment Consulting, LLC.** (2022–Present)
    - Specializing in **theatrical sound & lighting system design, installation, and event staffing**
    - Expertise in **sound engineering, technical direction, and artist booking**

Holland's **most notable contributions** came during his tenure as **COO & Artistic Director at Old School Square Center for the Arts (2019–2021)**, where he:

- **Managed a $3.8 million annual budget** and generated a **$101 million economic impact**

- **Pioneered socially distanced live programming** during COVID-19, making Old School Square the **first U.S. venue** to restart live performances in **October 2020**
- **Created the "Amplified" Virtual Concert Series**, drawing **over 20 million views nationally**
- **Revamped food & beverage programs**, increasing revenue by **537% from Q1 2020 to Q1 2021**
- **Elevated the entertainment calendar**, securing **nationally recognized artists** such as **Jimmy Buffett, Easton Corbin, and Grace Potter**
- **Led a $1.5 million private donor-funded renovation** of the historic **Crest Theater Building**

As **Information Technologies Director at Old School Square (2012–2021)**, Holland played a **critical role in modernizing IT infrastructure**:

- Increased **website traffic from 300 to 85,000 unique monthly views**
- **Developed campus-wide secure Wi-Fi & Cat-6 connectivity**, reducing downtime by **80%**
- **Led social media expansion**, achieving **verified status** on all platforms

Beyond venue management, **Holland's extensive technical experience** spans **sound engineering, production management, and artist relations**. His collaborations include **Amber Leigh Entertainment, Mary Gaines Bernard (Summers), Yanni Wake Entertainment, and Wireless Systems Group**, contributing to **successful live performances and touring productions**.

A Vision for the Future

Holland Ryan's diverse background in **venue operations, technical production, and strategic entertainment management** positions him as a **visionary leader** capable of enhancing **venue operations and programming**. His **commitment to innovation, audience engagement, and operational excellence** aligns perfectly with **RMG's mission**, ensuring **continued success** for the venues he oversees.

Looking Ahead

RMG's approach is rooted in a deep understanding of **audience engagement, financial sustainability, and operational efficiency**. The company has successfully managed **a variety of venues and events**, ensuring each maintains its **artistic integrity while maximizing profitability and community impact**.

With a focus on **innovation and adaptability**, RMG stays ahead of industry trends by leveraging **cutting-edge technologies** and **creative marketing strategies** to enhance the **audience experience** and attract **top-tier talent**.

Sunrise Theatre – A New Era of Success

As the **prospective management team for Sunrise Theatre**, RMG is eager to bring its **unmatched experience, strategic vision, and operational expertise** to one of **Florida's most beloved cultural landmarks**. With a **commitment to preserving its rich history,** while expanding its **reach and offerings**, RMG is poised to usher the **Sunrise Theatre into its next era of success**.

Ryan Management Group's Capabilities and Resources to Fulfill the Scope of Services

Ryan Management Group, Inc. (RMG) brings extensive expertise, staffing, and operational resources to successfully manage and enhance the **Sunrise Theatre's programming, operations, and community engagement**. Our approach integrates **strategic planning, innovative programming, and strong industry relationships** to maximize the theatre's impact while leveraging key partnerships to optimize efficiency and elevate its status as a premier entertainment venue.

RMG is dedicated to being **more than just a management entity**—we aim to be a **trusted partner to the City of Fort Pierce and its residents**, working collaboratively to transform **downtown into a thriving cultural arts destination**. By **curating world-class entertainment, expanding year-round programming, and enhancing food, beverage, and hospitality offerings**, RMG will drive **increased foot traffic, tourism, and economic growth** for local businesses. Through **community engagement initiatives, partnerships with local artists and organizations, and investment in cutting-edge technology**, the **Sunrise Theatre will become a dynamic cornerstone of arts, culture, and entertainment** in the region.

Under the leadership of **Bern Ryan and Holland Ryan**, RMG has a **proven track record of revitalizing historic venues and transforming them into economic and cultural powerhouses**. Bern and Holland have successfully led **multiple venue turnarounds**, attracting **high-profile artists, implementing innovative programming, and generating new revenue streams** that have revitalized struggling performance spaces. Their leadership has resulted in **record-breaking attendance numbers, increased sponsorships, and enhanced community engagement**. With **decades of experience** in **live entertainment, venue operations, and event production**, Bern and Holland will bring their expertise to **expand the Sunrise Theatre's influence beyond its walls**, making it a **driving force behind downtown Fort Pierce's economic and cultural renaissance**.

Through RMG's leadership, **downtown Fort Pierce will not only thrive as a local arts hub but will gain regional and national recognition as a must-visit cultural destination**. Our **strategic vision ensures that the Sunrise Theatre continues to honor its rich history while embracing a future of innovation, growth, and world-class entertainment experiences**.

1. Maintenance and Facility Upkeep

In-House Capabilities

- **Full-Time Maintenance Director** (reporting to the Director of Center Services) responsible for the overall **facility upkeep, repairs, and safety** of the **101-year-old building**. This role ensures the preservation of the historic structure while maintaining modern operational standards.
- Implementation of a **comprehensive preventative maintenance program**, addressing routine maintenance needs, structural integrity, and essential repairs to minimize downtime and costly emergency repairs.
- Management of **HVAC systems, electrical infrastructure, plumbing, and general building maintenance**, ensuring compliance with all safety and operational codes.
- **Oversight of all scheduled maintenance activities** related to floors, carpet cleaning/replacement, lighting, minor repairs, and general property appearance.
- **Ensuring all required inspections** (Fire, Burglar Alarm, Elevator, and others) are completed on time and addressing any corrective actions required.
- **Coordinating and scheduling outside contractors** as necessary for specialized maintenance and repair projects.
- **Supervising projects and facility activities** to ensure proper execution and completion.
- **Determining staffing needs for events** and scheduling maintenance support as required.
- **Available 24/7** for consultation and problem-solving in case of urgent maintenance issues.
- **Monitoring inventory and equipment supplies**, ensuring all tools and materials are available as needed.
- **Reviewing and managing maintenance budgets** in coordination with the Finance Director.
- **Developing and maintaining relationships with contractors and service providers** for ongoing facility needs.
- **Providing regular updates and reports** to senior management on facility conditions and required actions.

Third-Party Partnerships (if applicable)

- Contracting an **outside cleaning company** to regularly deep clean and sanitize the facilities, ensuring proper hygiene and enhanced safety standards for all visitors and staff.
- Utilizing **specialized maintenance vendors** for major facility upgrades, historical preservation needs, and large-scale renovations that require expertise beyond in-house capabilities.
- Partnering with **fire safety and security system vendors** for regular inspections, emergency preparedness, and compliance with fire codes.

- Engaging **pest control and environmental maintenance services** to protect the integrity of the building and ensure a safe environment.

1A. Facility Technical Equipment

To maintain The Sunrise Theatre's high-quality production standards and enhance the overall patron experience, RMG will continue investing in state-of-the-art sound, lighting, and stage equipment through both rental agreements and strategic upgrades.

In-House Capabilities

Ongoing Equipment Rental and Maintenance

- Regular servicing and maintenance of all rented and owned technical equipment to guarantee optimal performance, reliability, and longevity.
- Strategic Equipment Upgrades
- Expanding rental inventory to include additional high-end audio, visual, and stage lighting equipment to accommodate more complex productions.
- Upgrading in-house lighting and sound infrastructure to attract a wider range of touring productions, concerts, and Broadway-style performances.
- Investing in LED lighting technology to improve energy efficiency while enhancing visual impact.
- Exploring digital audio advancements for improved clarity and enhanced audience experience.
- Implementing enhanced video projection and streaming capabilities to support hybrid events, live streaming, and digital content creation.

Long-Term Technical Planning

- Developing a five-year technical equipment improvement plan to ensure The Sunrise Theatre remains at the forefront of live performance technology.
- Evaluating potential grant funding and sponsorship opportunities to subsidize the cost of major technical upgrades.
- Aligning equipment acquisitions with expanding programming needs, ensuring flexibility and scalability for future productions.

Third-Party Partnerships (if applicable)

- Continuation of rental contracts for professional-grade sound and lighting systems to ensure productions meet industry standards.
- Annual evaluation of rental agreements to ensure the best pricing and access to the latest technological advancements.

- Collaboration with Industry Experts
- Consulting with professional sound and lighting designers to optimize The Sunrise Theatre's acoustic and visual performance capabilities.
- Partnering with leading theatrical and concert production companies to ensure equipment meets the needs of top-tier touring acts and performers.

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2. Year-Round Programming Expansion

In-House Capabilities

RMG plans to **expand the Sunrise Theatre's offerings to a year-round programming schedule** that appeals to **seasonal "Snow Bird" residents and year-round locals**, with a wider mix of entertainment to attract **diverse age demographics**. The planned programming expansions include:

- **Broadway Concert Series** featuring Tony Award-winning performers such as Shoshanna Bean, Norm Lewis, Rachel Bay Jones, Mandy Gonzalez, Telly Leung, and John Lloyd Young.
- **Carols By Candlelight**, an annual global holiday concert featuring The Little River Band and guest artists.
- **Holiday on Ice**, a spectacular show featuring a **38'x30' ice rink on stage** with 15+ professional ice skaters.
- **Concert Series Expansions**:
    - **Rock Concert Series** featuring artists like St. Paul and The Broken Bones, Smith & Myers, New Found Glory, Trombone Shorty, and more.
    - **Reggae Concert Series** featuring Dispatch, The Wailers, Julian Marley, Steel Pulse, and others.
    - **Country Concert Series** with Dylan Scott, Eli Young Band, Scotty McCreery, and more.
- **Acoustic Nights in The Black Box**, featuring local and national singer-songwriters across multiple genres.
- **Outdoor Festivals and Special Events**:
    - Annual **Beer Festival** with headlining acts such as Sixwire featuring Mark McGrath, Ed Roland, Uncle Kracker, and Johnny Van Zant.
    - **St. Patrick's Day Festival**
    - **Cars and Rock & Roll Festival** (in partnership with The Elliott Museum).
    - **Free Concert Series** (in partnership with The Sunrise Theatre Foundation).
- **Tasting & Pairing Events**, including: Tacos & Tequila, Caribbean Rum Tasting, Bacon & Bourbon, and more.

Third-Party Partnerships (if applicable)

- Collaborating with **national and regional booking agencies** to secure top-tier talent.
- Partnering with **local arts organizations and cultural institutions** to create unique, community-focused events.

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3. Marketing and Promotion

A **comprehensive and strategic marketing approach** is essential to **elevating The Sunrise Theatre's brand, expanding audience reach, and maximizing ticket sales**. RMG will implement a **multi-channel marketing strategy** that leverages digital, traditional, and grassroots efforts to **increase awareness, engage the community, and drive attendance** for the theatre's diverse programming.

With a focus on **targeted promotions, social media engagement, and strategic advertising placements**, RMG will ensure that The Sunrise Theatre remains **top-of-mind for patrons, artists, and event planners alike**. By combining **in-house expertise with third-party marketing partnerships**, we will create a **robust promotional campaign** that enhances visibility, boosts revenue, and fosters long-term audience growth.

In-House Capabilities

- **Retention of the current full-time Marketing Director** to maintain continuity in branding and promotional efforts.
- **Hiring a part-time marketing assistant** to support expanded initiatives and content creation.
- **Aggressive Social Media & Digital Marketing campaigns** across YouTube, Facebook, Instagram, and TikTok, featuring high-quality video and graphic content.
- **Targeted Streaming Service Advertisements** on Hulu, Amazon Prime, and HBO Max to reach new audiences.
- **Satellite and Terrestrial Radio Marketing** through iHeartRadio and SiriusXM for broad demographic outreach.
- **Traditional media coverage**, including press releases and earned media placements to generate buzz.
- **Enhanced Google and Yelp business listings** for improved online visibility and search ranking.
- **Engaging social media series**, including:
    - *"Did You Know"*—showcasing past performances, historic moments, and behind-the-scenes content.
    - *"Meet the Staff"*—highlighting the people behind The Sunrise Theatre's success.
- **Expanded wedding and private event rental marketing campaigns**, with increased visibility on:
    - *Wedding Wire, The Knot, Here Comes the Guide, and Zola.*
    - *Babylist.com and The Bump* (for baby showers/gender reveals).

    - *Eventective* (for general party and event bookings).

Third-Party Partnerships (if applicable)

- **Hiring a third-party public relations firm** to manage media outreach and develop a strong PR strategy.
- **Hiring a part-time photographer and videographer** to create engaging promotional content and event coverage.

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4. Box Office Management and Ticketing

A well-managed **box office and ticketing system** is essential to maximizing revenue, improving customer experience, and ensuring efficient event operations at The Sunrise Theatre. RMG will implement **industry-leading ticketing practices** to streamline sales, enhance patron engagement, and drive attendance through strategic pricing and subscription offerings. By **leveraging both in-house expertise and third-party analytics**, we will optimize ticketing strategies, improve accessibility, and create a seamless purchasing experience for all patrons.

In-House Capabilities

- **Retention of the current full-time Box Office Manager** to maintain continuity in operations and customer service.
- **Introduction of a Subscription Series** to encourage repeat attendance and build long-term patron loyalty, including:
    - Broadway Concert Series
    - Comedy Series
    - Black Box Series
    - New Concert Series (Rock, Country, and Reggae)
- **Continued use of Tixly as the preferred ticketing system**, ensuring a user-friendly platform for online and in-person sales.

Third-Party Partnerships (if applicable)

- **Exploring opportunities with ticketing analytics firms** to optimize pricing strategies, maximize revenue potential, and enhance customer insights.

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5. Food and Beverage

RMG recognizes that a well-managed food and beverage program is critical to enhancing the overall guest experience at The Sunrise Theatre. By implementing a comprehensive in-house food and beverage management strategy alongside strategic third-party partnerships, we will optimize bar service efficiency, expand catering options, and generate additional revenue streams.

Additionally, RMG will be bringing in a full-service culinary kitchen, significantly increasing the capabilities of The Sunrise Theatre. This investment will allow for in-house catering services, supporting theatre presentations and providing a one-stop-shop experience for weddings, corporate events, and private parties. This new offering will elevate the theatre's hospitality experience, making it a premier venue for both performances and private events.

In-House Capabilities

- **Hiring a Full-Time Food and Beverage Manager** to oversee all aspects of bar operations, in-house catering, and concessions.
- **Management of part-time bartenders and barbacks**, ensuring high-quality service, responsible alcohol sales, and compliance with all state liquor laws.
- **Introduction of curated specialty cocktails and themed beverage offerings** to enhance the audience experience and increase per-capita spending.
- **Implementation of staff training programs** to improve customer service, upselling techniques, and efficiency at concession stands.
- **Integration of mobile ordering and pre-purchased drink vouchers** to streamline service during intermissions and peak hours.
- **Full-service culinary kitchen development**, enabling in-house catering for theatre events, rentals, and VIP experiences.
- **Expansion of in-house catering options for private events**, allowing clients to host fully catered weddings, corporate gatherings, and parties on-site.
- **Optimization of bar and food inventory management**, reducing waste and ensuring cost-effective purchasing strategies.
- **Collaboration with marketing efforts** to promote exclusive drink specials, food pairings, and limited-time offerings aligned with theatre events.

Third-Party Partnerships (if applicable)

- Collaboration with local restaurants and catering companies to expand food options for VIP experiences, private events, and concessions.
- Sourcing craft beers, wines, and spirits from local breweries and distilleries to create a unique regional offering and support community businesses.
- Engagement with food vendors for pop-up concessions or special themed nights to diversify food choices beyond traditional offerings.

- Contracting an outside cleaning company to ensure compliance with health, sanitation, and safety standards for all food and beverage operations.
- Exploring sponsorship opportunities with beverage brands to increase revenue through branded promotions, exclusive product partnerships, and event-specific drink collaborations.

By enhancing in-house food and beverage services while leveraging strategic partnerships, RMG will elevate the hospitality experience at The Sunrise Theatre, maximize profitability, and position the venue as a top-tier event and entertainment destination.

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6. Security

RMG recognizes the importance of a robust security program to ensure the safety of patrons, staff, and performers while protecting the historic Sunrise Theatre. A comprehensive approach to security will involve staff training, coordination with local authorities, and potential enhancements to existing security measures.

In-House Capabilities

- Staff training on existing City-installed security measures, ensuring all personnel understand and properly utilize these systems in accordance with agreed-upon security protocols.
- Hiring and training front-of-house staff to assist in crowd management, emergency response, and enforcing venue policies.
- Implementation of access control procedures, ensuring restricted areas remain secure and unauthorized access is prevented.
- Regular review and updating of security protocols, in collaboration with the City of Fort Pierce and law enforcement, to address evolving security needs.
- Event-specific security planning, tailoring security presence and protocols based on anticipated crowd size and event type.

Third-Party Partnerships (if applicable)

- Contracting private security personnel at appropriate levels for events, ensuring a safe environment for all attendees.
- Coordination with the City of Fort Pierce on any additional security enhancements RMG may deem necessary to mitigate risks.
- Working with external security experts to assess potential vulnerabilities and implement proactive safety measures.
- Engagement with local emergency response teams to ensure preparedness for medical, fire, or security-related incidents.

By maintaining a strong security presence, leveraging City-installed infrastructure, and collaborating with law enforcement and private security services, RMG will ensure a safe and secure environment at The Sunrise Theatre for all visitors and events.

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7. Back-Office Operations

Once Ryan Management Group, Inc. (RMG) assumes operational control of the Sunrise Theatre, we will be fully responsible for all human resources, accounting, finance, IT, regulatory compliance, and legal functions necessary for the successful management of the venue. RMG has extensive experience in venue administration, ensuring that all back-office operations are handled with efficiency, compliance, and fiscal responsibility.

In-House Capabilities

- **Human Resources & Staffing**
  - RMG will manage all aspects of HR, including hiring, onboarding, payroll, employee benefits, training, and performance management.
  - RMG will assess and consider integrating current City of Fort Pierce employees (Theatre Executive Director, Technical Director, and Maintenance Manager) into our team if they are qualified and willing to transition.
  - We will implement workforce development programs, ensuring all employees receive training in hospitality, customer service, and venue operations.
- **Accounting & Financial Management**
  - RMG will adhere to generally accepted accounting principles (GAAP), ensuring accurate financial reporting and transparency.
  - All financial records for the Theatre will remain separate from any other business operations RMG manages.
  - RMG will develop and oversee annual budgets, working closely with the City of Fort Pierce to ensure fiscal responsibility.
  - The company will ensure all required tax filings and payments are made in compliance with state and federal laws.
- **Insurance & Risk Management**
  - RMG will secure and maintain all necessary insurance coverages to protect theatre operations, including liability, workers' compensation, and event-specific insurance.
  - The City of Fort Pierce will continue to insure the physical structure of the building, while RMG will ensure proper indemnification coverage.
- **Regulatory Compliance & Legal Oversight**
  - RMG will ensure that all local, state, and federal regulations related to venue operations, employment law, liquor licensing, ADA compliance, and safety protocols are met.

    - We will work with legal advisors as necessary to handle contracts, artist agreements, and compliance-related matters.
- **Information Technology & Ticketing**
    - RMG will oversee IT infrastructure, including point-of-sale systems, security systems, and online ticketing platforms.
    - Continued use of Tixly as the preferred ticketing system, optimizing box office management and customer data analytics.

Third-Party Partnerships (If Applicable)

- **HR & Payroll Services:** RMG may contract HR service providers to ensure streamlined payroll processing and benefits administration.
- **Legal & Compliance:** External legal counsel may be retained to review contracts, mitigate risks, and ensure regulatory adherence.
- **Financial Auditing:** An independent auditing firm may be engaged to verify financial accuracy and compliance with reporting standards.
- **Security & Risk Management:** RMG will coordinate with private security firms and law enforcement to establish security protocols for events and day-to-day operations.

With a proven track record in financial oversight, operational efficiency, and regulatory compliance, RMG will ensure that the Sunrise Theatre operates smoothly and sustainably while meeting all necessary requirements set forth by the City of Fort Pierce. By integrating industry best practices and leveraging strategic partnerships where needed, RMG will position the Sunrise Theatre for long-term success as a self-sufficient, financially responsible, and legally compliant arts and entertainment venue.

Ryan Management Group's Vision for Sunrise Theatre

Commitment to the City, Community, and Its Residents

Ryan Management Group (RMG) is honored to assume the management of the **Sunrise Theatre**, a historic and cultural landmark in downtown **Fort Pierce**. Our **primary focus** is to enhance the **city's cultural and economic landscape** while ensuring that the theatre remains an accessible and thriving entertainment venue for both **residents and visitors**. We recognize the significance of the Sunrise Theatre as a gathering place where the community comes together to celebrate the performing arts, live music, and cultural events.

By leveraging our **expertise in venue management, programming, and audience engagement**, RMG is committed to expanding **year-round offerings**, improving operations, and ensuring **financial sustainability**. Our approach prioritizes **community engagement, economic development, and exceptional entertainment experiences**, making the Sunrise Theatre a **premier destination for arts and culture**.

Programming Expansion

Bringing a Dynamic and Diverse Entertainment Lineup

RMG's goal is to elevate the Sunrise Theatre's programming by offering **year-round entertainment** that appeals to both **seasonal "Snowbird" residents and full-time locals**. We will introduce new series and events that cater to a **broad age demographic**, ensuring that the theatre remains **relevant and inclusive** to all audiences.

New and Expanded Series:

- **Broadway Concert Series** – Featuring Tony Award-winning performers such as **Shoshanna Bean, Norm Lewis, Rachel Bay Jones, Mandy Gonzalez, Telly Leung, and John Lloyd Young**.
- **Broadway Master Class Series** – Interactive workshops led by Broadway stars for **high school and college students**, offering education in acting, dance, and theatre production.
- **Carols By Candlelight** – A **global annual holiday concert** featuring **The Little River Band and special guests**.
- **Holiday on Ice** – A **breathtaking holiday spectacle** featuring a **38'x30' ice rink** on stage with over **15 professional skaters**.
- **Rock Concert Series** – Featuring artists such as **St. Paul and The Broken Bones, Smith & Myers, Trombone Shorty, The Revivalists, and Ben Folds**.

- **Reggae Concert Series** – Featuring **Julian Marley, The Wailers, Collie Buddz, Steel Pulse, and Iration**.
- **Country Concert Series** – Featuring **Dylan Scott, Jake Owen, Eli Young Band, and Brantley Gilbert**.
- **Themed Tasting & Pairing Events** – Curated experiences such as **Tacos & Tequila, Bacon & Bourbon, Mojitos & Seafood, and Cider Fest**.
- **Acoustic Nights in The Black Box** – Featuring **local and national talent** across all genres, including **Allegra Miles, Maggie Baugh, and Chloe Dolandis**.
- **Outdoor Festivals & Events** – Expanding **community-focused celebrations**, including:
    - **Annual Beer Festival** featuring an **All-Star Jam** with **Sixwire, Mark McGrath, Ed Roland, and Johnny Van Zant**.
    - **St. Patrick's Day Festival**
    - **Cars and Rock & Roll Festival** (in partnership with The Elliot Museum)
    - **Free Concert Series** (with The Sunrise Theatre Foundation)

This programming expansion will **increase audience engagement, tourism, and economic benefits** for local businesses while reinforcing the Sunrise Theatre as a **cultural beacon in Fort Pierce**.

Marketing & Promotion

Driving Awareness & Audience Growth

To successfully **promote and market the expanded programming**, RMG will implement **an aggressive, multi-platform strategy** that maximizes audience reach and engagement.

- **Digital & Social Media Marketing** – Campaigns across **Facebook, Instagram, TikTok, YouTube**, and **Google Ads**.
- **Streaming & Radio Commercials** – Advertising on **Hulu, Amazon Prime, HBO Max, iHeartRadio, and SiriusXM**.
- **Public Relations & Press** – Retaining an **outside PR firm** to generate **press coverage, calendar placements, and media features**.
- **Photography & Videography** – Hiring a **part-time photographer/videographer** to create high-quality content for social media and digital marketing.
- **Wedding & Private Event Marketing** – Expanding marketing on **Wedding Wire, The Knot, and Eventective** to promote **Sunrise Theatre as a premier wedding venue**.
- **Monthly Newsletters & Email Marketing** – Engaging the community with **exclusive content, behind-the-scenes features, and event promotions**.
- **Artist Meet & Greets + Interviews** – Creating digital content that **spotlights performing artists, theatre staff, and audience experiences**.

Box Office Management & Ticketing

- **Retaining the Full-Time Box Office Manager** for operational continuity.
- **Evaluating the need for additional Part-Time Box Office Staff**.
- **Continuing with Tixly as the official ticketing platform**.
- **Introducing a Subscription Series** for Broadway, Comedy, and Music events.

Volunteers Program Revamp

RMG will **expand and enhance** the volunteer program by offering **greater incentives, training, and recognition**. This initiative will include:

- **Outreach to local colleges (IRSC) and community organizations** to recruit volunteers.
- **Continuing relationships with existing volunteers** while welcoming new members.
- **Providing exclusive benefits** such as event discounts and backstage experiences.

Facility Maintenance & Upkeep

RMG is committed to **maintaining a pristine and welcoming theatre environment** by:

- **Hiring a Full-Time Maintenance Director** to oversee day-to-day repairs.
- **Contracting a janitorial staff** to uphold **high cleanliness standards**.
- **Investing in preventative maintenance** for HVAC, lighting, and security systems.

Financial Management & Reporting

RMG will ensure **sound financial oversight** by hiring a **Full-Time Finance Director** responsible for:

- **Budgeting, forecasting, and cash flow management**.
- **Ensuring compliance with state, federal, and local tax regulations**.
- **Grant management and financial reporting**.
- **Payroll, insurance, and human resource functions**.

Food & Beverage Operations

Enhancing the Concessions Experience

To **maximize revenue and guest satisfaction**, RMG will:

- **Hire a Full-Time Food & Beverage Director**.
- **Expand bar service and optimize pricing strategies**.
- **Develop relationships with local restaurants and food vendors**.
- **Introduce specialty drinks and themed concession items**.
- **Implement a daily inventory and quality control system**.

Conclusion: A Long-Term Commitment to Growth & Excellence

RMG's approach to managing the Sunrise Theatre is rooted in a **deep respect for its history and an ambitious vision for its future**. By implementing **expanded programming, dynamic marketing strategies, robust financial oversight, and enhanced guest experiences**, RMG will transform the Sunrise Theatre into a **premier cultural destination in South Florida**. Our commitment is not just to **operate the venue** but to **foster a vibrant arts and entertainment ecosystem that benefits the entire community**. Together, with the support of the **City of Fort Pierce and its residents**, we will usher in a **new era of success, accessibility, and artistic excellence** at the Sunrise Theatre.

PROPOSED EVENTS

		ALL DATES ARE SUBJECT TO CHANGE BASED ON ARTIST/EVENT AVAILABILITY
	THEATRE	
	Art Walk Activation	
	Broadway Concert Series	Starting at a 4-5 Show Series (Possible Stars to include; Shoshanna Bean, Norm Lewis, Rachel Bay Jones, Mandy Gonzalez, Telly Leung, John Lloyd Young)
	Carols By Candlelight	Global Holiday Concert Series: Featuring The Little River Band and guests
	Holiday on Ice	38'x30' Ice Rink with 15+ ice skaters
Year-Round, based on routing	90's-00's Rock Series	• St Paul and The Broken Bones, Smith & Myers, New Found Glory, North Mississippi All Stars, Trombone Shorty, Old Crow Medicine Show, Cracker , Michael Franti, Blue's Traveler, Candlebox, Ben Folds, Everclear, Lifehouse, The Revivalists, Seether, Bishop Briggs, Toad The Wet Sprocket, and The Strumbellas
Year-Round, based on routing	Reggae Series	• Dispatch, G. Love & Special Sauce, The Wailers, Julian Marley, Stephen Marley, Sublime with Rome, Collie Buddz, Steel Pulse, Tribal Seeds, and Iration
Year-Round, based on routing	Country Series	• Dylan Scott, Eli Young Band, Scotty McCreery, Dead South, Tyler Farr, Easton Corbin, Jake Owen, and Brantley Gilbert
	Wedding Expo	
	Historic Bar	
	Tasting/Pairing Event	Wine & Chocolate; The Martini Experience; Bubbles & Bites
	BLACK BOX	
	Art Walk Activation	
	Tasting/Pairing Event	Tacos & Tequila, Caribbean Rum Tasting, Bacon & Bourbon, Burger's & Brew's, Bloody Mary Brunch, Mojitos & Seafood; Margarita Night; Summer of Seltzer; Cider Fest
	Painting With A Twist	Bringing Wine, Art, and Fun together in an incredible evening.
	Acoustic Nights at The Black Box	An evening of Un-plugged Acoustic entertainment with artists such as: Allegra Miles, Carly Jo Jackson, Betty Fox, Frankie Raye, The Lubben Brothers, Maggie Baugh, and Chloe Dolandis.
	Broadway Master Class Series	• Master Class Series, geared towards Highschool and College aged students interested in learning about acting, dancing, and broadway performance; presented by Tony Award winning actors and actresses in an intimate setting
	OUTDOOR	
	Beer Festival	An evening of local and regional breweries, music headlined by: All Star Jam featuring Sixwire with Mark McGrath (Sugar Ray), Ed Roland (Collective Soul), Uncle Kracker, Johnny Van Zant (Lynyrd Skynyrd).
	St. Patricks Day	
	Car Show and Rock & Roll	A Partnership event with The Elliot Museum

October

2025

RYAN MANAGEMENT GROUP, INC.

September

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November

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30						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
28	29	30	1	2	3	4
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12	13	14	15	16	17	18
				(Proposed Event) Tasting/Pairing Event (Black Box)	(Proposed Event) Art-Walk Activation	
19	20	21	22	23	24	25
26	27	28	29	30	31	1
				(Proposed Event) Halloween		
2	3	4	5	6	7	8

November

2025

RYAN MANAGEMENT GROUP, INC.

October

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December

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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13 (Proposed Event) Tasting/Pairing Event (Black Box)	14 (Proposed Event) Art-Walk Activation	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
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December

2025

RYAN MANAGEMENT GROUP, INC.

November

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January

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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
30	1	2	3	4	5	6
(Proposed Event) Holiday On Ice Load-in (SRT)	(Proposed Event) Holiday On Ice Load-in (SRT)	(Proposed Event) Holiday On Ice Show Day (SRT)	(Proposed Event) Holiday on Ice Load-out (SRT)			
7	8	9	10	11	12	13
		(Proposed Event) Tasting/Pairing Event (Historic Bar)				
14	15	16	17	18	19	20
				(Proposed Event) Carols By Candlelight H1(SRT) (Proposed Event) Tasting/Pairing Event (Black Box)	(Proposed Event) Art-Walk Activation	
21	22	23	24	25	26	27
(Proposed Event) Carols By Candlelight H1 (SRT)		Christmas Eve	Christmas Day			
28	29	30	31	1	2	3
		New Year's Eve	New Year's Day			
4	5	6	7	8	9	10

January

2026

RYAN MANAGEMENT GROUP, INC.

December

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28	29	30	31			

February

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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
28	29	30	31	1	2	3
		New Year's Eve	New Year's Day			
4	5	6	7	8	9	10
11	12	13	14	15	16	17
	(Proposed Event) Broadway Concert Series H1(SRT)	(Proposed Event) Broadway Concert Series H1(SRT)		(Proposed Event) Tasting/Pairing Event (Black Box)	(Proposed Event) Art-Walk Activation	
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

February

2026

RYAN MANAGEMENT GROUP, INC.

January

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March

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SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
8	9	10	11	12	13	14
	(Proposed Event) Broadway Concert Series H1(SRT)	(Proposed Event) Broadway Concert Series H1(SRT)		(Proposed Event) Tasting/Pairing Event (Black Box)		
15	16	17	18	19	20	21
		(Proposed Event) Tasting/Pairing Event (Historic Bar)				
22	23	24	25	26	27	28
	President's Day				(Proposed Event) Art-Walk Activation	
1	2	3	4	5	6	7
8	9	10	11	12	13	14

March

2026

RYAN MANAGEMENT GROUP, INC.

February

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1	2	3	4	5	6	7
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15	16	17	18	19	20	21
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April

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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
1	2	3	4	5	6	7
8	9	10	11	12	13	14
	(Proposed Event) Broadway Concert Series H1(SRT)		(Proposed Event) Painting With A Twist (Black Box)			
15	16	17	18	19	20	21
	(Proposed Event) Broadway Concert Series H1(SRT)			(Proposed Event) Tasting/Pairing Event (Black Box)		
22	23	24	25	26	27	28
	St. Patricks Day (Proposed Event) St. Patricks Day Concert (Street)				(Proposed Event) Art-Walk Activation	
29	30	31	1	2	3	4
5	6	7	8	9	10	11

April

2026

RYAN MANAGEMENT GROUP, INC.

March

S	M	T	W	T	F	S
1	2	3	4	5	6	7
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15	16	17	18	19	20	21
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May

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24	25	26	27	28	29	30
31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
29	30	31	1	2	3	4
				(Proposed Event) Tasting/Pairing Event (Historic Bar)		
5	6	7	8	9	10	11
			(Proposed Event) Acoustic Nights at The Black Box (Black Box)			
12	13	14	15	16	17	18
(Proposed Event) Wedding Expo Setup	(Proposed Event) Wedding Expo Setup	(Proposed Event) Wedding Expo Event	(Proposed Event) Wedding Expo Load-out		(Proposed Event) Art-Walk Activation	
19	20	21	22	23	24	25
Easter				(Proposed Event) Tasting/Pairing Event (Black Box)		
26	27	28	29	30	1	2
3	4	5	6	7	8	9

May

2026

RYAN MANAGEMENT GROUP, INC.

April

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June

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28	29	30				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
26	27	28	29	30	1	2
3	4	5	6	7	8	9
			(Proposed Event) Painting With A Twist (Black Box)			
10	11	12	13	14	15	16
Mothers Day (Proposed Event) Tasting/Pairing Event (Historic Bar)			(Proposed Event) Acoustic Nights at The Black Box (Black Box)	(Proposed Event) Tasting/Pairing Event (Black Box)	(Proposed Event) Art-Walk Activation	
17	18	19	20	21	22	23
						(Proposed Event) Beer Festival
24	25	26	27	28	29	30
	Memorial Day					
31	1	2	3	4	5	6

June

2026

RYAN MANAGEMENT GROUP, INC.

May

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

July

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
31	1	2	3	4	5	6
7	8	9	10	11	12	13
			(Proposed Event) Acoustic Nights at The Black Box (Black Box)			
14	15	16	17	18	19	20
				(Proposed Event) Tasting/Pairing Event (Black Box)	(Proposed Event) Art-Walk Activation	
21	22	23	24	25	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

July

2026

RYAN MANAGEMENT GROUP, INC.

June

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

August

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
28	29	30	1	2	3	4
5	6	7	8	9	10	11
			(Proposed Event) Acoustic Nights at The Black Box (Black Box)			
12	13	14	15	16	17	18
				(Proposed Event) Tasting/Pairing Event (Black Box)	(Proposed Event) Art-Walk Activation	
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

August

2026

RYAN MANAGEMENT GROUP, INC.

July

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
			(Proposed Event) Acoustic Nights at The Black Box (Black Box)		(Proposed Event) Art-Walk Activation	
16	17	18	19	20	21	22
				(Proposed Event) Tasting/Pairing Event (Black Box)		
23	24	25	26	27	28	29
30	31	1	2	3	4	5

September

2026

RYAN MANAGEMENT GROUP, INC.

August

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

October

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
30	31	1	2	3	4	5
6	7	8	9	10	11	12
			(Proposed Event) Acoustic Nights at The Black Box (Black Box)			
13	14	15	16	17	18	19
				(Proposed Event) Tasting/Pairing Event (Black Box)	(Proposed Event) Art-Walk Activation	
20	21	22	23	24	25	26
27	28	29	30	1	2	3
4	5	6	7	8	9	10

October

2026

RYAN MANAGEMENT GROUP, INC.

September

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

November

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
27	28	29	30	1	2	3 (Proposed Event) Car Show and Rock & Roll (Outside)
4	5	6	7	8	9	10
11	12	13	14	15	16 (Proposed Event) Art-Walk Activation	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

TODAY'S DATE:	DATE	**VENUE:**	Black Box	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	2	**HEADLINER:**	Acoustic Nights Allegra Miles	**OFFER EXPIRATION DATE:**	
FROM:	4-7p; 8-11pm				
PHONE:					
TERMS:	$3,000 Guarantee VS 85% of Gross reciepts. Total possible payout: $3,000				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$6,625	$5,963	$5,300	$4,638	$3,975	$3,313
BAR/CONCESSION REVENUE	$4,500	$4,100	$3,600	$3,200	$2,700	$2,300
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$12,300	$11,120	$9,840	$8,660	$7,380	$6,200
TOTAL FIXED EXPENSES	$8,786	$8,666	$8,546	$8,426	$8,306	$8,186
TOTAL VARIABLE EXPENSES	$718	$647	$575	$503	$431	$359
NET PROFIT	$2,796	$1,807	$719	-$269	-$1,357	-$2,345

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Acoustic Night GA	185	175	10		175	$25.00
Acoustic Nights VIP	50	50	0		50	$45.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
	235	225		**Total Available**	225	$29.44 Average

TICKET REVENUE	100%	90%	80%	70%	60%	50%
Acoustic Nights GA	$4,375	$3,938	$3,500	$3,063	$2,625	$2,188
Acoustic Nights VIP	$2,250	$2,025	$1,800	$1,575	$1,350	$1,125
	$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
Ticket total	$6,625	$5,963	$5,300	$4,638	$3,975	$3,313
Historic Preservation Fee + Boxoffice Fee **$5.00 per ticket sold**	$1,175.00	$1,057.50	$940.00	$822.50	$705.00	$587.50
BAR/CONCESSION REVENUE						
Based on sales per seat **$20.00**	$4,500	$4,100	$3,600	$3,200	$2,700	$2,300
MERCHANDISE REVENUE						
Based on split % @ $20/person **0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE	$12,300	$11,120	$9,840	$8,660	$7,380	$6,200

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Venue Staff	$800		$800	$800	$800	$800	$800	$800
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$336		$336	$336	$336	$336	$336	$336
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (M&G Reception)	$300		$300	$270	$240	$210	$180	$150
COGS	$900	$3.50 per drink sold	$900	$810	$720	$630	$540	$450
Bar Staffing	$500		$500	$500	$500	$500	$500	$500
Production Staff	$800	Stagehands	$800	$800	$800	$800	$800	$800
Stage Equipment rental	$0	Sound/Lights	$0	$0	$0	$0	$0	$0
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$3,000		$3,000	$3,000	$3,000	$3,000	$3,000	$3,000
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$8,786		$8,786	$8,666	$8,546	$8,426	$8,306	$8,186
VARIABLE COSTS								
Credit Card Fee's	3.50%		$232	$209	$186	$162	$139	$116
SESAC	0.02%		$1	$1	$1	$1	$1	$1
ASCAP/BMI	0.23%		$15	$14	$12	$11	$9	$8
Insurance	$2.00 Per person		$470	$423	$376	$329	$282	$235
TOTAL VARIABLE EXPENSE			$718	$647	$575	$503	$431	$359
TOTAL EXPENSES			$9,504	$9,313	$9,121	$8,929	$8,737	$8,545
NET PROFIT TO RMG			**$2,796**	**$1,807**	**$719**	**-$269**	**-$1,357**	**-$2,345**

ARTIST VARIABLE CALC							
$0	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$6,625	$5,963	$5,300	$4,638	$3,975	$3,313
	LESS ALL EXP	$9,504	$9,313	$9,121	$8,929	$8,737	$8,545
	Revenue for Variable Calculation	-$2,879	-$3,350	-$3,821	-$4,291	-$4,762	-$5,233

ARTIST TOTAL COST						
Guarantee	$0	$0	$0	$0	$0	$0
Variable	$0	$0	$0	$0	$0	$0
Total Artist Cost	$0	$0	$0	$0	$0	$0

TODAY'S DATE:	DATE	**VENUE:**	Black Box	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	2	**HEADLINER:**	Acoustic Nights Betty Fox	**OFFER EXPIRATION DATE:**	
FROM:	4-7p; 8-11pm				
PHONE:					
TERMS:	$3,000 Guarantee VS 85% of Gross reciepts. Total possible payout: $3,000				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$6,625	$5,963	$5,300	$4,638	$3,975	$3,313
BAR/CONCESSION REVENUE	$4,500	$4,100	$3,600	$3,200	$2,700	$2,300
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$12,300	$11,120	$9,840	$8,660	$7,380	$6,200
TOTAL FIXED EXPENSES	$8,386	$8,266	$8,146	$8,026	$7,906	$7,786
TOTAL VARIABLE EXPENSES	$718	$647	$575	$503	$431	$359
NET PROFIT	$3,196	$2,207	$1,119	$131	-$957	-$1,945

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Acoustic Night GA	185	175	10		175	$25.00
Acoustic Nights VIP	50	50	0		50	$45.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
	235	225		**Total Available**	225	$29.44 Average

TICKET REVENUE	100%	90%	80%	70%	60%	50%
Acoustic Nights GA	$4,375	$3,938	$3,500	$3,063	$2,625	$2,188
Acoustic Nights VIP	$2,250	$2,025	$1,800	$1,575	$1,350	$1,125
	$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
Ticket total	$6,625	$5,963	$5,300	$4,638	$3,975	$3,313
Historic Preservation Fee + Boxoffice Fee	$1,175.00	$1,057.50	$940.00	$822.50	$705.00	$587.50
BAR/CONCESSION REVENUE						
Based on sales per seat $20.00	$4,500	$4,100	$3,600	$3,200	$2,700	$2,300
MERCHANDISE REVENUE						
Based on split % @ $20/person 0%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE	$12,300	$11,120	$9,840	$8,660	$7,380	$6,200

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$1,100		$1,100	$1,100	$1,100	$1,100	$1,100	$1,100
Venue Staff	$800		$800	$800	$800	$800	$800	$800
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$336		$336	$336	$336	$336	$336	$336
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (M&G Reception)	$300		$300	$270	$240	$210	$180	$150
COGS	$900	$3.50 per drink sold	$900	$810	$720	$630	$540	$450
Bar Staffing	$500		$500	$500	$500	$500	$500	$500
Production Staff	$800	Stagehands	$800	$800	$800	$800	$800	$800
Stage Equipment rental	$0	Sound/Lights	$0	$0	$0	$0	$0	$0
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$3,000		$3,000	$3,000	$3,000	$3,000	$3,000	$3,000
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$8,386		$8,386	$8,266	$8,146	$8,026	$7,906	$7,786
VARIABLE COSTS								
Credit Card Fee's	3.50%		$232	$209	$186	$162	$139	$116
SESAC	0.02%		$1	$1	$1	$1	$1	$1
ASCAP/BMI	0.23%		$15	$14	$12	$11	$9	$8
Insurance	$2.00 Per person		$470	$423	$376	$329	$282	$235
TOTAL VARIABLE EXPENSE			$718	$647	$575	$503	$431	$359
TOTAL EXPENSES			$9,104	$8,913	$8,721	$8,529	$8,337	$8,145
NET PROFIT TO RMG			**$3,196**	**$2,207**	**$1,119**	**$131**	**-$957**	**-$1,945**

ARTIST VARIABLE CALC							
$0	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$6,625	$5,963	$5,300	$4,638	$3,975	$3,313
	LESS ALL EXP	$9,104	$8,913	$8,721	$8,529	$8,337	$8,145
	Revenue for Variable Calculation	-$2,479	-$2,950	-$3,421	-$3,891	-$4,362	-$4,833

ARTIST TOTAL COST						
Guarantee	$0	$0	$0	$0	$0	$0
Variable	$0	$0	$0	$0	$0	$0
Total Artist Cost	$0	$0	$0	$0	$0	$0

TODAY'S DATE:	DATE	**VENUE:**	Black Box	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	2	**HEADLINER:**	Acoustic Nights Carly Jo Jackson	**OFFER EXPIRATION DATE:**	
FROM:	4-7p; 8-11pm				
PHONE:					
TERMS:	$3,000 Guarantee VS 85% of Gross reciepts. Total possible payout: $3,000				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$5,750	$5,175	$4,600	$4,025	$3,450	$2,875
BAR/CONCESSION REVENUE	$4,500	$4,100	$3,600	$3,200	$2,700	$2,300
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$11,425	$10,333	$9,140	$8,048	$6,855	$5,763
TOTAL FIXED EXPENSES	$7,886	$7,766	$7,646	$7,526	$7,406	$7,286
TOTAL VARIABLE EXPENSES	$686	$617	$549	$480	$411	$343
NET PROFIT	$2,853	$1,949	$946	$42	-$962	-$1,866

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Acoustic Night GA	185	175	10		175	$20.00
Acoustic Nights VIP	50	50	0		50	$45.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
	235	225		**Total Available**	225	$25.56 Average

TICKET REVENUE		100%	90%	80%	70%	60%	50%
Acoustic Nights GA		$3,500	$3,150	$2,800	$2,450	$2,100	$1,750
Acoustic Nights VIP		$2,250	$2,025	$1,800	$1,575	$1,350	$1,125
		$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
	Ticket total	$5,750	$5,175	$4,600	$4,025	$3,450	$2,875
Historic Preservation Fee + Boxoffice Fee	**$5.00 per ticket sold**	$1,175.00	$1,057.50	$940.00	$822.50	$705.00	$587.50
BAR/CONCESSION REVENUE							
Based on sales per seat	**$20.00**	$4,500	$4,100	$3,600	$3,200	$2,700	$2,300
MERCHANDISE REVENUE							
Based on split % @ $20/person	**0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		$11,425	$10,333	$9,140	$8,048	$6,855	$5,763

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$800		$800	$800	$800	$800	$800	$800
Venue Staff	$600		$600	$600	$600	$600	$600	$600
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$336		$336	$336	$336	$336	$336	$336
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (M&G Reception)	$300		$300	$270	$240	$210	$180	$150
COGS	$900	$3.50 per drink sold	$900	$810	$720	$630	$540	$450
Bar Staffing	$500		$500	$500	$500	$500	$500	$500
Production Staff	$800	Stagehands	$800	$800	$800	$800	$800	$800
Stage Equipment rental	$0	Sound/Lights	$0	$0	$0	$0	$0	$0
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$3,000		$3,000	$3,000	$3,000	$3,000	$3,000	$3,000
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$7,886		$7,886	$7,766	$7,646	$7,526	$7,406	$7,286
VARIABLE COSTS								
Credit Card Fee's	3.50%		$201	$181	$161	$141	$121	$101
SESAC	0.02%		$1	$1	$1	$1	$1	$1
ASCAP/BMI	0.23%		$13	$12	$11	$9	$8	$7
Insurance	$2.00 Per person		$470	$423	$376	$329	$282	$235
TOTAL VARIABLE EXPENSE			$686	$617	$549	$480	$411	$343
TOTAL EXPENSES			$8,572	$8,383	$8,195	$8,006	$7,817	$7,629
NET PROFIT TO RMG			**$2,853**	**$1,949**	**$946**	**$42**	**-$962**	**-$1,866**

ARTIST VARIABLE CALC

$0	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$5,750	$5,175	$4,600	$4,025	$3,450	$2,875
	LESS ALL EXP	$8,572	$8,383	$8,195	$8,006	$7,817	$7,629
	Revenue for Variable Calculation	-$2,822	-$3,208	-$3,595	-$3,981	-$4,367	-$4,754

ARTIST TOTAL COST							
Guarantee	$0	$0	$0	$0	$0	$0	$0
Variable	$0	$0	$0	$0	$0	$0	$0
Total Artist Cost	$0	$0	$0	$0	$0	$0	$0

TODAY'S DATE:	DATE	**VENUE:**	Black Box	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	2	**HEADLINER:**	Acoustic Nights Chloe Dolandis	**OFFER EXPIRATION DATE:**	
FROM:	4-7p; 8-11pm				
PHONE:					
TERMS:	$3,500 Guarantee VS 85% of Gross reciepts. Total possible payout: $3,500				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$8,125	$7,313	$6,500	$5,688	$4,875	$4,063
BAR/CONCESSION REVENUE	$4,500	$4,100	$3,600	$3,200	$2,700	$2,300
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$13,800	$12,470	$11,040	$9,710	$8,280	$6,950
TOTAL FIXED EXPENSES	$8,286	$8,176	$8,066	$7,956	$7,846	$7,736
TOTAL VARIABLE EXPENSES	$775	$697	$620	$542	$465	$387
NET PROFIT	$4,739	$3,597	$2,354	$1,212	-$31	-$1,173

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Acoustic Night GA	185	175	10		175	$35.00
Acoustic Nights VIP	50	50	0		50	$40.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
	235	225		**Total Available**	225	$36.11 Average

TICKET REVENUE		100%	90%	80%	70%	60%	50%
Acoustic Nights GA		$6,125	$5,513	$4,900	$4,288	$3,675	$3,063
Acoustic Nights VIP		$2,000	$1,800	$1,600	$1,400	$1,200	$1,000
		$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
	Ticket total	$8,125	$7,313	$6,500	$5,688	$4,875	$4,063
Historic Preservation Fee + Boxoffice Fee	**$5.00 per ticket sold**	$1,175.00	$1,057.50	$940.00	$822.50	$705.00	$587.50
BAR/CONCESSION REVENUE							
Based on sales per seat	**$20.00**	$4,500	$4,100	$3,600	$3,200	$2,700	$2,300
MERCHANDISE REVENUE							
Based on split % @ $20/person	**0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		$13,800	$12,470	$11,040	$9,710	$8,280	$6,950

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$800		$800	$800	$800	$800	$800	$800
Venue Staff	$600		$600	$600	$600	$600	$600	$600
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$336		$336	$336	$336	$336	$336	$336
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (M&G Reception)	$300		$300	$270	$240	$210	$180	$150
COGS	$800	$3.50 per drink sold	$800	$720	$640	$560	$480	$400
Bar Staffing	$500		$500	$500	$500	$500	$500	$500
Production Staff	$800	Stagehands	$800	$800	$800	$800	$800	$800
Stage Equipment rental	$0	Sound/Lights	$0	$0	$0	$0	$0	$0
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$3,500		$3,500	$3,500	$3,500	$3,500	$3,500	$3,500
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$8,286		$8,286	$8,176	$8,066	$7,956	$7,846	$7,736
VARIABLE COSTS								
Credit Card Fee's	3.50%		$284	$256	$228	$199	$171	$142
SESAC	0.02%		$2	$1	$1	$1	$1	$1
ASCAP/BMI	0.23%		$19	$17	$15	$13	$11	$9
Insurance	$2.00 Per person		$470	$423	$376	$329	$282	$235
TOTAL VARIABLE EXPENSE			$775	$697	$620	$542	$465	$387
TOTAL EXPENSES			$9,061	$8,873	$8,686	$8,498	$8,311	$8,123
NET PROFIT TO RMG			**$4,739**	**$3,597**	**$2,354**	**$1,212**	**-$31**	**-$1,173**

ARTIST VARIABLE CALC

$0	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$8,125	$7,313	$6,500	$5,688	$4,875	$4,063
	LESS ALL EXP	$9,061	$8,873	$8,686	$8,498	$8,311	$8,123
	Revenue for Variable Calculation	-$936	-$1,561	-$2,186	-$2,811	-$3,436	-$4,061

ARTIST TOTAL COST							
Guarantee	$0	$0	$0	$0	$0	$0	$0
Variable	$0	$0	$0	$0	$0	$0	$0
Total Artist Cost	$0	$0	$0	$0	$0	$0	$0

TODAY'S DATE:	DATE	**VENUE:**	Black Box	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	2	**HEADLINER:**	Acoustic Nights Frankie Raye	**OFFER EXPIRATION DATE:**	
FROM:	4-7p; 8-11pm				
PHONE:					
TERMS:	$0 Guarantee VS 85% of Gross reciepts. Total possible payout: $0				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$5,500	$4,950	$4,400	$3,850	$3,300	$2,750
BAR/CONCESSION REVENUE	$4,500	$4,100	$3,600	$3,200	$2,700	$2,300
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$11,175	$10,108	$8,940	$7,873	$6,705	$5,638
TOTAL FIXED EXPENSES	$7,686	$7,566	$7,446	$7,326	$7,206	$7,086
TOTAL VARIABLE EXPENSES	$676	$609	$541	$473	$406	$338
NET PROFIT	$2,813	$1,933	$953	$73	-$907	-$1,787

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Acoustic Night GA	185	175	10		175	$20.00
Acoustic Nights VIP	50	50	0		50	$40.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
	235	225		**Total Available**	225	$24.44 Average

TICKET REVENUE	100%	90%	80%	70%	60%	50%
Acoustic Nights GA	$3,500	$3,150	$2,800	$2,450	$2,100	$1,750
Acoustic Nights VIP	$2,000	$1,800	$1,600	$1,400	$1,200	$1,000
	$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
Ticket total	$5,500	$4,950	$4,400	$3,850	$3,300	$2,750
Historic Preservation Fee + Boxoffice Fee **$5.00 per ticket sold**	$1,175.00	$1,057.50	$940.00	$822.50	$705.00	$587.50
BAR/CONCESSION REVENUE						
Based on sales per seat **$20.00**	$4,500	$4,100	$3,600	$3,200	$2,700	$2,300
MERCHANDISE REVENUE						
Based on split % @ $20/person **0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE	$11,175	$10,108	$8,940	$7,873	$6,705	$5,638

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Venue Staff	$700		$700	$700	$700	$700	$700	$700
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$336		$336	$336	$336	$336	$336	$336
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (M&G Reception)	$300		$300	$270	$240	$210	$180	$150
COGS	$900	$3.50 per drink sold	$900	$810	$720	$630	$540	$450
Bar Staffing	$500		$500	$500	$500	$500	$500	$500
Production Staff	$800	Stagehands	$800	$800	$800	$800	$800	$800
Stage Equipment rental	$0	Sound/Lights	$0	$0	$0	$0	$0	$0
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$2,500		$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$7,686		$7,686	$7,566	$7,446	$7,326	$7,206	$7,086
VARIABLE COSTS								
Credit Card Fee's	3.50%		$193	$173	$154	$135	$116	$96
SESAC	0.02%		$1	$1	$1	$1	$1	$1
ASCAP/BMI	0.23%		$13	$11	$10	$9	$8	$6
Insurance	$2.00 Per person		$470	$423	$376	$329	$282	$235
TOTAL VARIABLE EXPENSE			$676	$609	$541	$473	$406	$338
TOTAL EXPENSES			$8,362	$8,175	$7,987	$7,799	$7,612	$7,424
NET PROFIT TO RMG			**$2,813**	**$1,933**	**$953**	**$73**	**-$907**	**-$1,787**

ARTIST VARIABLE CALC

$0	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$5,500	$4,950	$4,400	$3,850	$3,300	$2,750
	LESS ALL EXP	$8,362	$8,175	$7,987	$7,799	$7,612	$7,424
	Revenue for Variable Calculation	-$2,862	-$3,225	-$3,587	-$3,949	-$4,312	-$4,674

ARTIST TOTAL COST							
Guarantee	$0	$0	$0	$0	$0	$0	$0
Variable	$0	$0	$0	$0	$0	$0	$0
Total Artist Cost	$0	$0	$0	$0	$0	$0	$0

TODAY'S DATE:	DATE	**VENUE:**	Black Box	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	2	**HEADLINER:**	Acoustic Nights The Lubben Brothers	**OFFER EXPIRATION DATE:**	
FROM:	4-7p; 8-11pm				
PHONE:					
TERMS:	$0 Guarantee VS 85% of Gross reciepts. Total possible payout: $0				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$5,500	$4,950	$4,400	$3,850	$3,300	$2,750
BAR/CONCESSION REVENUE	$4,500	$4,100	$3,600	$3,200	$2,700	$2,300
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$11,175	$10,108	$8,940	$7,873	$6,705	$5,638
TOTAL FIXED EXPENSES	$7,486	$7,376	$7,266	$7,156	$7,046	$6,936
TOTAL VARIABLE EXPENSES	$676	$609	$541	$473	$406	$338
NET PROFIT	$3,013	$2,123	$1,133	$243	-$747	-$1,637

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Acoustic Night GA	185	175	10		175	$20.00
Acoustic Nights VIP	50	50	0		50	$40.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
	235	225		**Total Available**	225	$24.44 Average

TICKET REVENUE	100%	90%	80%	70%	60%	50%
Acoustic Nights GA	$3,500	$3,150	$2,800	$2,450	$2,100	$1,750
Acoustic Nights VIP	$2,000	$1,800	$1,600	$1,400	$1,200	$1,000
	$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
Ticket total	$5,500	$4,950	$4,400	$3,850	$3,300	$2,750
Historic Preservation Fee + Boxoffice Fee ($5.00 per ticket sold)	$1,175.00	$1,057.50	$940.00	$822.50	$705.00	$587.50
BAR/CONCESSION REVENUE						
Based on sales per seat ($20.00)	$4,500	$4,100	$3,600	$3,200	$2,700	$2,300
MERCHANDISE REVENUE						
Based on split % @ $20/person (0%)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE	$11,175	$10,108	$8,940	$7,873	$6,705	$5,638

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Venue Staff	$600		$600	$600	$600	$600	$600	$600
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$336		$336	$336	$336	$336	$336	$336
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (M&G Reception)	$300		$300	$270	$240	$210	$180	$150
COGS	$800	$3.50 per drink sold	$800	$720	$640	$560	$480	$400
Bar Staffing	$500		$500	$500	$500	$500	$500	$500
Production Staff	$800	Stagehands	$800	$800	$800	$800	$800	$800
Stage Equipment rental	$0	Sound/Lights	$0	$0	$0	$0	$0	$0
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$2,500		$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$7,486		$7,486	$7,376	$7,266	$7,156	$7,046	$6,936
VARIABLE COSTS								
Credit Card Fee's	3.50%		$193	$173	$154	$135	$116	$96
SESAC	0.02%		$1	$1	$1	$1	$1	$1
ASCAP/BMI	0.23%		$13	$11	$10	$9	$8	$6
Insurance	$2.00 Per person		$470	$423	$376	$329	$282	$235
TOTAL VARIABLE EXPENSE			$676	$609	$541	$473	$406	$338
TOTAL EXPENSES			$8,162	$7,985	$7,807	$7,629	$7,452	$7,274
NET PROFIT TO RMG			**$3,013**	**$2,123**	**$1,133**	**$243**	**-$747**	**-$1,637**

ARTIST VARIABLE CALC

$0	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$5,500	$4,950	$4,400	$3,850	$3,300	$2,750
	LESS ALL EXP	$8,162	$7,985	$7,807	$7,629	$7,452	$7,274
	Revenue for Variable Calculation	-$2,662	-$3,035	-$3,407	-$3,779	-$4,152	-$4,524

ARTIST TOTAL COST							
Guarantee	$0	$0	$0	$0	$0	$0	$0
Variable	$0	$0	$0	$0	$0	$0	$0
Total Artist Cost	$0	$0	$0	$0	$0	$0	$0

TODAY'S DATE:	DATE	**VENUE:**	Sunrise Theatre	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	1	**HEADLINER:**	**Allen Stone**	**OFFER EXPIRATION DATE:**	
FROM:					
PHONE:					
TERMS:	$15,000 Guarantee VS 85% of Gross reciepts. Total possible payout: $19,290				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	**$72,493**	**$65,244**	**$57,994**	**$50,745**	**$43,496**	**$36,247**
BAR/CONCESSION REVENUE	**$23,600**	**$21,200**	**$18,900**	**$16,500**	**$14,100**	**$11,800**
MERCHANDISE REVENUE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL REVENUE	**$102,188**	**$91,929**	**$81,770**	**$71,512**	**$61,253**	**$51,094**
TOTAL FIXED EXPENSES	**$44,642**	**$44,042**	**$43,442**	**$42,842**	**$42,242**	**$41,642**
TOTAL VARIABLE EXPENSES	**$5,156**	**$4,641**	**$4,125**	**$3,610**	**$3,094**	**$2,578**
NET PROFIT	**$33,099**	**$28,246**	**$19,203**	**$10,060**	**$917**	**-$8,126**

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Reception M&G	**40**		**10**		**30**	**$50.00**
Orchestra Pit	**35**		**0**		**35**	**$75.00**
VIP	**470**		**20**		**450**	**$70.00**
Premium	**220**		**10**		**210**	**$60.00**
Premium 2	**310**		**10**		**300**	**$55.00**
General Admission	**120**		0		**120**	**$45.00**
General Admission 2	**64**		0		**64**	**$37.00**
	1219			**Total Available**	**1179**	$60.21 Average

TICKET REVENUE		**100%**	**90%**	**80%**	**70%**	**60%**	**50%**
Reception M&G		$1,500	$1,350	$1,200	$1,050	$900	$750
Orchestra Pit		$2,625	$2,363	$2,100	$1,838	$1,575	$1,313
VIP		$31,500	$28,350	$25,200	$22,050	$18,900	$15,750
Premium		$12,600	$11,340	$10,080	$8,820	$7,560	$6,300
Premium 2		$16,500	$14,850	$13,200	$11,550	$9,900	$8,250
General Admission		$5,400	$4,860	$4,320	$3,780	$3,240	$2,700
General Admission 2		$2,368	$2,131	$1,894	$1,658	$1,421	$1,184
	Ticket total	**$72,493**	**$65,244**	**$57,994**	**$50,745**	**$43,496**	**$36,247**
Historic Preservation Fee + Boxoffice Fee	**$5.00 per ticket sold**	$6,095.00	$5,485.50	$4,876.00	$4,266.50	$3,657.00	$3,047.50
BAR/CONCESSION REVENUE							
Based on sales per seat	**$20.00**	$23,600	$21,200	$18,900	$16,500	$14,100	$11,800
MERCHANDISE REVENUE							
Based on split % @ $20/person	**0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		**$102,188**	**$91,929**	**$81,770**	**$71,512**	**$61,253**	**$51,094**

EXPENSES:	100%	90%	80%	70%	60%	50%

FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$6,500		$6,500	$6,500	$6,500	$6,500	$6,500	$6,500
Venue Staff	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$1,792		$1,792	$1,792	$1,792	$1,792	$1,792	$1,792
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$2,500	TBD	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
F&B (M&G Reception)	$2,500		$2,500	$2,250	$2,000	$1,750	$1,500	$1,250
COGS	$3,500	$3.50 per drink sold	$3,500	$3,150	$2,800	$2,450	$2,100	$1,750
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$2,500	Stagehands	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Stage Equipment rental	$2,500	Sound/Lights	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Backline Rental	$4,200		$4,200	$4,200	$4,200	$4,200	$4,200	$4,200
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$15,000		$15,000	$15,000	$15,000	$15,000	$15,000	$15,000
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$44,642		$44,642	$44,042	$43,442	$42,842	$42,242	$41,642
VARIABLE COSTS								
Credit Card Fee's	3.50%		$2,537	$2,284	$2,030	$1,776	$1,522	$1,269
SESAC	0.02%		$14	$13	$12	$10	$9	$7
ASCAP/BMI	0.23%		$167	$150	$133	$117	$100	$83
Insurance	$2.00 Per person		$2,438	$2,194	$1,950	$1,707	$1,463	$1,219
TOTAL VARIABLE EXPENSE			$5,156	$4,641	$4,125	$3,610	$3,094	$2,578
TOTAL EXPENSES			$49,798	$48,683	$47,567	$46,452	$45,336	$44,220
NET PROFIT TO RMG			**$52,390**	**$43,246**	**$34,203**	**$25,060**	**$15,917**	**$6,874**

ARTIST VARIABLE CALC							
$15,000	85%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$72,493	$65,244	$57,994	$50,745	$43,496	$36,247
	LESS ALL EXP	$49,798	$48,683	$47,567	$46,452	$45,336	$44,220
	Revenue for Variable Calculation	$22,695	$16,561	$10,427	$4,294	-$1,840	-$7,974

ARTIST TOTAL COST						
Guarantee	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000
Variable	$19,290	$14,077	$8,863	$3,650	-$1,564	-$6,778
Total Artist Cost	$19,290	$15,000	$15,000	$15,000	$15,000	$15,000

TODAY'S DATE:	DATE	**VENUE:**	Black Box	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	2	**HEADLINER:**	**Bacon & Bourbon**	**OFFER EXPIRATION DATE:**	
FROM:	4-7p; 8-11pm				
PHONE:					
TERMS:	$0 Guarantee VS 85% of Gross reciepts. Total possible payout: $0				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	**$42,650**	**$38,385**	**$34,120**	**$29,855**	**$25,590**	**$21,325**
BAR/CONCESSION REVENUE	**$5,300**	**$4,700**	**$4,200**	**$3,700**	**$3,200**	**$2,600**
MERCHANDISE REVENUE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL REVENUE	**$50,800**	**$45,650**	**$40,600**	**$35,550**	**$30,500**	**$25,350**
TOTAL FIXED EXPENSES	**$25,656**	**$24,306**	**$22,956**	**$21,606**	**$20,256**	**$18,906**
TOTAL VARIABLE EXPENSES	**$2,739**	**$2,465**	**$2,192**	**$1,918**	**$1,644**	**$1,370**
NET PROFIT	**$22,405**	**$18,879**	**$15,453**	**$12,026**	**$8,600**	**$5,074**

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Bacon & Bourbon GA	**400**	**370**	**30**		**370**	**$65.00**
Bacon & Bourbon VIP	**170**	**155**	**15**		**155**	**$120.00**
			0		**0**	**$0.00**
			0		**0**	**$0.00**
			0		**0**	**$0.00**
			0		**0**	**$0.00**
			0		**0**	**$0.00**
	570	525		**Total Available**	**525**	$81.24 Average

TICKET REVENUE		**100%**	**90%**	**80%**	**70%**	**60%**	**50%**
Reception M&G		$24,050	$21,645	$19,240	$16,835	$14,430	$12,025
Bacon & Bourbon VIP		$18,600	$16,740	$14,880	$13,020	$11,160	$9,300
		$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
	Ticket total	**$42,650**	**$38,385**	**$34,120**	**$29,855**	**$25,590**	**$21,325**
Historic Preservation Fee + Boxoffice Fee	**$5.00 per ticket sold**	$2,850.00	$2,565.00	$2,280.00	$1,995.00	$1,710.00	$1,425.00
BAR/CONCESSION REVENUE							
Based on sales per seat	**$10.00**	$5,300	$4,700	$4,200	$3,700	$3,200	$2,600
MERCHANDISE REVENUE							
Based on split % @ $20/person	**0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		**$50,800**	**$45,650**	**$40,600**	**$35,550**	**$30,500**	**$25,350**

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$6,000		$6,000	$6,000	$6,000	$6,000	$6,000	$6,000
Venue Staff	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$700		$700	$700	$700	$700	$700	$700
Security	$756		$756	$756	$756	$756	$756	$756
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (M&G Reception)	$9,000		$9,000	$8,100	$7,200	$6,300	$5,400	$4,500
COGS	$4,500	$3.50 per drink sold	$4,500	$4,050	$3,600	$3,150	$2,700	$2,250
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$1,200	Stagehands	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200
Stage Equipment rental	$0	Sound/Lights	$0	$0	$0	$0	$0	$0
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$1,000							
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$26,656		$25,656	$24,306	$22,956	$21,606	$20,256	$18,906
VARIABLE COSTS								
Credit Card Fee's	3.50%		$1,493	$1,343	$1,194	$1,045	$896	$746
SESAC	0.02%		$9	$8	$7	$6	$5	$4
ASCAP/BMI	0.23%		$98	$88	$78	$69	$59	$49
Insurance	$2.00 Per person		$1,140	$1,026	$912	$798	$684	$570
TOTAL VARIABLE EXPENSE			$2,739	$2,465	$2,192	$1,918	$1,644	$1,370
TOTAL EXPENSES			$28,395	$26,771	$25,148	$23,524	$21,900	$20,276
NET PROFIT TO RMG			**$22,405**	**$18,879**	**$15,453**	**$12,026**	**$8,600**	**$5,074**

ARTIST VARIABLE CALC

$0	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$42,650	$38,385	$34,120	$29,855	$25,590	$21,325
	LESS ALL EXP	$28,395	$26,771	$25,148	$23,524	$21,900	$20,276
	Revenue for Variable Calculation	$14,255	$11,614	$8,973	$6,331	$3,690	$1,049

ARTIST TOTAL COST							
Guarantee	$0	$0	$0	$0	$0	$0	$0
Variable	$0	$0	$0	$0	$0	$0	$0
Total Artist Cost	$0	$0	$0	$0	$0	$0	$0

TODAY'S DATE:	DATE	**VENUE:**	Sunrise Theatre	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	1	**HEADLINER:**	**Billy Porter**	**OFFER EXPIRATION DATE:**	
FROM:					
PHONE:					
TERMS:	$30,000 Guarantee. Total possible payout: $30,000				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	**$89,668**	**$80,701**	**$71,734**	**$62,768**	**$53,801**	**$44,834**
BAR/CONCESSION REVENUE	**$20,000**	**$18,000**	**$16,000**	**$14,000**	**$12,000**	**$10,000**
MERCHANDISE REVENUE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL REVENUE	**$115,763**	**$104,187**	**$92,610**	**$81,034**	**$69,458**	**$57,882**
TOTAL FIXED EXPENSES	**$57,044**	**$56,559**	**$56,074**	**$55,589**	**$55,104**	**$54,619**
TOTAL VARIABLE EXPENSES	**$5,801**	**$5,220**	**$4,640**	**$4,060**	**$3,480**	**$2,900**
NET PROFIT	**$52,918**	**$42,407**	**$31,896**	**$21,385**	**$10,873**	**$362**

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Reception M&G	**75**		**35**		**40**	**$50.00**
Orchestra Pit	**35**		**5**		**30**	**$140.00**
VIP	**470**		**15**		**455**	**$88.00**
Premium	**220**		**0**		**220**	**$75.00**
Premium 2	**310**		**20**		**290**	**$64.00**
General Admission	**120**		0		**120**	**$50.00**
General Admission 2	**64**		0		**64**	**$37.00**
	1219			**Total Available**	**1179**	$74.36 Average

TICKET REVENUE		**100%**	**90%**	**80%**	**70%**	**60%**	**50%**
Reception M&G		$2,000	$1,800	$1,600	$1,400	$1,200	$1,000
Orchestra Pit		$4,200	$3,780	$3,360	$2,940	$2,520	$2,100
VIP		$40,040	$36,036	$32,032	$28,028	$24,024	$20,020
Premium		$16,500	$14,850	$13,200	$11,550	$9,900	$8,250
Premium 2		$18,560	$16,704	$14,848	$12,992	$11,136	$9,280
General Admission		$6,000	$5,400	$4,800	$4,200	$3,600	$3,000
General Admission 2		$2,368	$2,131	$1,894	$1,658	$1,421	$1,184
	Ticket total	**$89,668**	**$80,701**	**$71,734**	**$62,768**	**$53,801**	**$44,834**
Historic Preservation Fee + Boxoffice Fee	**$5.00 per ticket sold**	$6,095.00	$5,485.50	$4,876.00	$4,266.50	$3,657.00	$3,047.50
BAR/CONCESSION REVENUE							
Based on sales per seat	**$17.00**	$20,000	$18,000	$16,000	$14,000	$12,000	$10,000
MERCHANDISE REVENUE							
Based on split % @ $20/person	**0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		**$115,763**	**$104,187**	**$92,610**	**$81,034**	**$69,458**	**$57,882**

EXPENSES:	100%	90%	80%	70%	60%	50%

FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$6,500		$6,500	$6,500	$6,500	$6,500	$6,500	$6,500
Venue Staff	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$1,344		$1,344	$1,344	$1,344	$1,344	$1,344	$1,344
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$2,500	TBD	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
F&B (M&G Reception)	$1,500		$1,500	$1,350	$1,200	$1,050	$900	$750
COGS	$3,350	$3.50 per drink sold	$3,350	$3,015	$2,680	$2,345	$2,010	$1,675
Bar Staffing	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Production Staff	$2,500	Stagehands	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Stage Equipment rental	$2,500	Sound/Lights	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$200		$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
Artist Fixed Cost	$30,000		$30,000	$30,000	$30,000	$30,000	$30,000	$30,000
Artist Hotel	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Artist Transportation	$800		$800	$800	$800	$800	$800	$800
Artist Airfare	$1,200		$1,200	$1,200	$1,200	$1,200	$1,200	$1,200
Total Fixed Costs	$57,044		$57,044	$56,559	$56,074	$55,589	$55,104	$54,619
VARIABLE COSTS								
Credit Card Fee's	3.50%		$3,138	$2,825	$2,511	$2,197	$1,883	$1,569
SESAC	0.02%		$18	$16	$14	$13	$11	$9
ASCAP/BMI	0.23%		$206	$186	$165	$144	$124	$103
Insurance	$2.00 Per person		$2,438	$2,194	$1,950	$1,707	$1,463	$1,219
TOTAL VARIABLE EXPENSE			$5,801	$5,220	$4,640	$4,060	$3,480	$2,900
TOTAL EXPENSES			$62,845	$61,779	$60,714	$59,649	$58,584	$57,519
NET PROFIT TO RMG			**$52,918**	**$42,407**	**$31,896**	**$21,385**	**$10,873**	**$362**

ARTIST VARIABLE CALC							
$30,000	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$89,668	$80,701	$71,734	$62,768	$53,801	$44,834
	LESS ALL EXP -COGS	$56,832	$56,369	$55,905	$55,441	$54,977	$54,513
	Revenue for Variable Calculation	$32,836	$24,333	$15,830	$7,327	-$1,176	-$9,679
	Variable Revenue	$2,836	$0	$0	$0	$0	$0
	Artist Portion of Variable Revenue	$0	$0	$0	$0	$0	$0

ARTIST TOTAL COST						
Fixed	$36,000	$36,000	$36,000	$36,000	$36,000	$36,000
Variable	$0	$0	$0	$0	$0	$0
Total Artist Cost	$36,000	$36,000	$36,000	$36,000	$36,000	$36,000

TODAY'S DATE:	DATE	**VENUE:**	Black Box	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	2	**HEADLINER:**	**Bloody Mary Brunch**	**OFFER EXPIRATION DATE:**	
FROM:	9-12p; 1-3pm				
PHONE:					
TERMS:	$0 Guarantee VS 85% of Gross reciepts. Total possible payout: $0				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	**$31,975**	**$28,778**	**$25,580**	**$22,383**	**$19,185**	**$15,988**
BAR/CONCESSION REVENUE	**$5,300**	**$4,700**	**$4,200**	**$3,700**	**$3,200**	**$2,600**
MERCHANDISE REVENUE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL REVENUE	**$40,125**	**$36,043**	**$32,060**	**$28,078**	**$24,095**	**$20,013**
TOTAL FIXED EXPENSES	**$23,106**	**$21,956**	**$20,806**	**$19,656**	**$18,506**	**$17,356**
TOTAL VARIABLE EXPENSES	**$2,339**	**$2,105**	**$1,871**	**$1,637**	**$1,403**	**$1,170**
NET PROFIT	**$14,680**	**$11,981**	**$9,383**	**$6,784**	**$4,186**	**$1,487**

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Bloody Mary Brunch GA	**400**	**370**	**30**		**370**	**$55.00**
Bloody Mary Brunch VIP	**170**	**155**	**15**		**155**	**$75.00**
			0		**0**	**$0.00**
			0		**0**	**$0.00**
			0		**0**	**$0.00**
			0		**0**	**$0.00**
			0		**0**	**$0.00**
	570	525		**Total Available**	**525**	$60.90 Average

TICKET REVENUE		100%	90%	80%	70%	60%	50%
Bloody Mary Brunch GA		$20,350	$18,315	$16,280	$14,245	$12,210	$10,175
Bloody Mary Brunch VIP		$11,625	$10,463	$9,300	$8,138	$6,975	$5,813
		$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
	Ticket total	**$31,975**	**$28,778**	**$25,580**	**$22,383**	**$19,185**	**$15,988**
Historic Preservation Fee + Boxoffice Fee	**$5.00 per ticket sold**	$2,850.00	$2,565.00	$2,280.00	$1,995.00	$1,710.00	$1,425.00
BAR/CONCESSION REVENUE							
Based on sales per seat	**$10.00**	$5,300	$4,700	$4,200	$3,700	$3,200	$2,600
MERCHANDISE REVENUE							
Based on split % @ $20/person	**0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		**$40,125**	**$36,043**	**$32,060**	**$28,078**	**$24,095**	**$20,013**

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$5,500		$5,500	$5,500	$5,500	$5,500	$5,500	$5,500
Venue Staff	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$756		$756	$756	$756	$756	$756	$756
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (M&G Reception)	$8,000		$8,000	$7,200	$6,400	$5,600	$4,800	$4,000
COGS	$3,500	$3.50 per drink sold	$3,500	$3,150	$2,800	$2,450	$2,100	$1,750
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$1,200	Stagehands	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200
Stage Equipment rental	$0	Sound/Lights	$0	$0	$0	$0	$0	$0
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$1,000							
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$24,106		$23,106	$21,956	$20,806	$19,656	$18,506	$17,356
VARIABLE COSTS								
Credit Card Fee's	3.50%		$1,119	$1,007	$895	$783	$671	$560
SESAC	0.02%		$6	$6	$5	$4	$4	$3
ASCAP/BMI	0.23%		$74	$66	$59	$51	$44	$37
Insurance	$2.00 Per person		$1,140	$1,026	$912	$798	$684	$570
TOTAL VARIABLE EXPENSE			$2,339	$2,105	$1,871	$1,637	$1,403	$1,170
TOTAL EXPENSES			$25,445	$24,061	$22,677	$21,293	$19,909	$18,526
NET PROFIT TO RMG			**$14,680**	**$11,981**	**$9,383**	**$6,784**	**$4,186**	**$1,487**

ARTIST VARIABLE CALC

$0	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$31,975	$28,778	$25,580	$22,383	$19,185	$15,988
	LESS ALL EXP	$25,445	$24,061	$22,677	$21,293	$19,909	$18,526
	Revenue for Variable Calculation	$6,530	$4,716	$2,903	$1,089	-$724	-$2,538

ARTIST TOTAL COST							
Guarantee	$0	$0	$0	$0	$0	$0	$0
Variable	$0	$0	$0	$0	$0	$0	$0
Total Artist Cost	$0	$0	$0	$0	$0	$0	$0

TODAY'S DATE:	DATE	**VENUE:**	Black Box	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	1	**HEADLINER:**	**Broadway Master Class**	**OFFER EXPIRATION DATE:**	
FROM:	8-11pm				
PHONE:					
TERMS:	$0 Guarantee VS 85% of Gross reciepts. Total possible payout: $0				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$5,425	$4,883	$4,340	$3,798	$3,255	$2,713
BAR/CONCESSION REVENUE	$3,300	$3,000	$2,700	$2,300	$2,000	$1,700
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$9,675	$8,738	$7,800	$6,763	$5,825	$4,888
TOTAL FIXED EXPENSES	$5,830	$5,670	$5,510	$5,350	$5,190	$5,030
TOTAL VARIABLE EXPENSES	$583	$525	$467	$408	$350	$292
NET PROFIT	$3,262	$2,542	$1,823	$1,004	$285	-$434

REVENUE:

TICKET SALES	CAPACITY	AVAILABLE	COMPS		SELLABLE	PRICE
Broadway Master Class GA	150	145	5		145	$25.00
Broadway Master Class VIP	40	40	0		40	$45.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
	190	185		Total Available	185	$29.32 Average

TICKET REVENUE		100%	90%	80%	70%	60%	50%
Broadway Master Class GA		$3,625	$3,263	$2,900	$2,538	$2,175	$1,813
Broadway Master Class VIP		$1,800	$1,620	$1,440	$1,260	$1,080	$900
		$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
	Ticket total	$5,425	$4,883	$4,340	$3,798	$3,255	$2,713
Historic Preservation Fee + Boxoffice Fee	$5.00 per ticket sold	$950.00	$855.00	$760.00	$665.00	$570.00	$475.00
BAR/CONCESSION REVENUE							
Based on sales per seat	$18.00	$3,300	$3,000	$2,700	$2,300	$2,000	$1,700
MERCHANDISE REVENUE							
Based on split % @ $20/person	0%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		$9,675	$8,738	$7,800	$6,763	$5,825	$4,888

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Venue Staff	$500		$500	$500	$500	$500	$500	$500
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$280		$280	$280	$280	$280	$280	$280
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (M&G Reception)	$800		$800	$720	$640	$560	$480	$400
COGS	$800	$3.50 per drink sold	$800	$720	$640	$560	$480	$400
Bar Staffing	$500		$500	$500	$500	$500	$500	$500
Production Staff	$800	Stagehands	$800	$800	$800	$800	$800	$800
Stage Equipment rental	$0	Sound/Lights	$0	$0	$0	$0	$0	$0
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$5,000							
Artist Hotel	$500							
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$11,330		$5,830	$5,670	$5,510	$5,350	$5,190	$5,030
VARIABLE COSTS								
Credit Card Fee's	3.50%		$190	$171	$152	$133	$114	$95
SESAC	0.02%		$1	$1	$1	$1	$1	$1
ASCAP/BMI	0.23%		$12	$11	$10	$9	$7	$6
Insurance	$2.00 Per person		$380	$342	$304	$266	$228	$190
TOTAL VARIABLE EXPENSE			$583	$525	$467	$408	$350	$292
TOTAL EXPENSES			$6,413	$6,195	$5,977	$5,758	$5,540	$5,322
NET PROFIT TO RMG			**$3,262**	**$2,542**	**$1,823**	**$1,004**	**$285**	**-$434**

ARTIST VARIABLE CALC

$0	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$5,425	$4,883	$4,340	$3,798	$3,255	$2,713
	LESS ALL EXP	$6,413	$6,195	$5,977	$5,758	$5,540	$5,322
	Revenue for Variable Calculation	-$988	-$1,313	-$1,637	-$1,961	-$2,285	-$2,609

ARTIST TOTAL COST							
Guarantee	$0	$0	$0	$0	$0	$0	$0
Variable	$0	$0	$0	$0	$0	$0	$0
Total Artist Cost	$0	$0	$0	$0	$0	$0	$0

TODAY'S DATE:	DATE	**VENUE:**	Black Box	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	2	**HEADLINER:**	**Bubbles & Bites**	**OFFER EXPIRATION DATE:**	
FROM:	4-7p; 8-11pm				
PHONE:					
TERMS:	$0 Guarantee VS 85% of Gross reciepts. Total possible payout: $0				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	**$35,840**	**$32,256**	**$28,672**	**$25,088**	**$21,504**	**$17,920**
BAR/CONCESSION REVENUE	**$5,300**	**$4,700**	**$4,200**	**$3,700**	**$3,200**	**$2,600**
MERCHANDISE REVENUE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL REVENUE	**$43,990**	**$39,521**	**$35,152**	**$30,783**	**$26,414**	**$21,945**
TOTAL FIXED EXPENSES	**$27,106**	**$25,756**	**$24,406**	**$23,056**	**$21,706**	**$20,356**
TOTAL VARIABLE EXPENSES	**$2,484**	**$2,236**	**$1,987**	**$1,739**	**$1,490**	**$1,242**
NET PROFIT	**$14,400**	**$11,529**	**$8,759**	**$5,988**	**$3,218**	**$347**

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Bubbles & Bites GA	**400**	**370**	**30**		**370**	**$60.00**
Bubbles & Bites VIP	**170**	**155**	**15**		**155**	**$88.00**
			0		**0**	**$0.00**
			0		**0**	**$0.00**
			0		**0**	**$0.00**
			0		**0**	**$0.00**
			0		**0**	**$0.00**
	570	525		**Total Available**	**525**	$68.27 Average

TICKET REVENUE	100%	90%	80%	70%	60%	50%
Bubbles & Bites GA	$22,200	$19,980	$17,760	$15,540	$13,320	$11,100
Bubbles & Bites VIP	$13,640	$12,276	$10,912	$9,548	$8,184	$6,820
	$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
Ticket total	**$35,840**	**$32,256**	**$28,672**	**$25,088**	**$21,504**	**$17,920**
Historic Preservation Fee + Boxoffice Fee **$5.00 per ticket sold**	$2,850.00	$2,565.00	$2,280.00	$1,995.00	$1,710.00	$1,425.00
BAR/CONCESSION REVENUE						
Based on sales per seat **$10.00**	$5,300	$4,700	$4,200	$3,700	$3,200	$2,600
MERCHANDISE REVENUE						
Based on split % @ $20/person **0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE	**$43,990**	**$39,521**	**$35,152**	**$30,783**	**$26,414**	**$21,945**

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$6,500		$6,500	$6,500	$6,500	$6,500	$6,500	$6,500
Venue Staff	$2,500		$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$756		$756	$756	$756	$756	$756	$756
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (M&G Reception)	$10,000		$10,000	$9,000	$8,000	$7,000	$6,000	$5,000
COGS	$3,500	$3.50 per drink sold	$3,500	$3,150	$2,800	$2,450	$2,100	$1,750
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$1,200	Stagehands	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200
Stage Equipment rental	$0	Sound/Lights	$0	$0	$0	$0	$0	$0
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$1,000							
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$28,106		$27,106	$25,756	$24,406	$23,056	$21,706	$20,356
VARIABLE COSTS								
Credit Card Fee's	3.50%		$1,254	$1,129	$1,004	$878	$753	$627
SESAC	0.02%		$7	$6	$6	$5	$4	$4
ASCAP/BMI	0.23%		$82	$74	$66	$58	$49	$41
Insurance	$2.00 Per person		$1,140	$1,026	$912	$798	$684	$570
TOTAL VARIABLE EXPENSE			$2,484	$2,236	$1,987	$1,739	$1,490	$1,242
TOTAL EXPENSES			$29,590	$27,992	$26,393	$24,795	$23,196	$21,598
NET PROFIT TO RMG			**$14,400**	**$11,529**	**$8,759**	**$5,988**	**$3,218**	**$347**

ARTIST VARIABLE CALC

$0	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$35,840	$32,256	$28,672	$25,088	$21,504	$17,920
	LESS ALL EXP	$29,590	$27,992	$26,393	$24,795	$23,196	$21,598
	Revenue for Variable Calculation	$6,250	$4,264	$2,279	$293	-$1,692	-$3,678

ARTIST TOTAL COST							
Guarantee	$0	$0	$0	$0	$0	$0	$0
Variable	$0	$0	$0	$0	$0	$0	$0
Total Artist Cost	$0	$0	$0	$0	$0	$0	$0

TODAY'S DATE:	DATE	**VENUE:**	Sunrise Theatre	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	1	**HEADLINER:**	Buckcherry	**OFFER EXPIRATION DATE:**	
FROM:					
PHONE:					
TERMS:	$6,500 Guarantee VS 85% of Gross reciepts. Total possible payout: $15,029				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$58,453	$52,608	$46,762	$40,917	$35,072	$29,227
BAR/CONCESSION REVENUE	$23,600	$21,200	$18,900	$16,500	$14,100	$11,800
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$88,148	$79,293	$70,538	$61,684	$52,829	$44,074
TOTAL FIXED EXPENSES	$36,142	$35,542	$34,942	$34,342	$33,742	$33,142
TOTAL VARIABLE EXPENSES	$4,630	$4,167	$3,704	$3,241	$2,778	$2,315
NET PROFIT	$32,347	$28,620	$24,993	$17,601	$1,309	-$6,383

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Reception M&G	40		10		30	$50.00
Orchestra Pit	35		0		35	$65.00
VIP	470		20		450	$55.00
Premium	220		10		210	$50.00
Premium 2	310		10		300	$45.00
General Admission	120		0		120	$35.00
General Admission 2	64		0		64	$27.00
	1219			**Total Available**	1179	$48.31 Average

TICKET REVENUE		100%	90%	80%	70%	60%	50%
Reception M&G		$1,500	$1,350	$1,200	$1,050	$900	$750
Orchestra Pit		$2,275	$2,048	$1,820	$1,593	$1,365	$1,138
VIP		$24,750	$22,275	$19,800	$17,325	$14,850	$12,375
Premium		$10,500	$9,450	$8,400	$7,350	$6,300	$5,250
Premium 2		$13,500	$12,150	$10,800	$9,450	$8,100	$6,750
General Admission		$4,200	$3,780	$3,360	$2,940	$2,520	$2,100
General Admission 2		$1,728	$1,555	$1,382	$1,210	$1,037	$864
	Ticket total	$58,453	$52,608	$46,762	$40,917	$35,072	$29,227
Historic Preservation Fee + Boxoffice Fee	**$5.00 per ticket sold**	$6,095.00	$5,485.50	$4,876.00	$4,266.50	$3,657.00	$3,047.50
BAR/CONCESSION REVENUE							
Based on sales per seat	**$20.00**	$23,600	$21,200	$18,900	$16,500	$14,100	$11,800
MERCHANDISE REVENUE							
Based on split % @ $20/person	**0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		$88,148	$79,293	$70,538	$61,684	$52,829	$44,074

EXPENSES:	100%	90%	80%	70%	60%	50%

FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$6,500		$6,500	$6,500	$6,500	$6,500	$6,500	$6,500
Venue Staff	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$1,792		$1,792	$1,792	$1,792	$1,792	$1,792	$1,792
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$2,500	TBD	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
F&B (M&G Reception)	$2,500		$2,500	$2,250	$2,000	$1,750	$1,500	$1,250
COGS	$3,500	$3.50 per drink sold	$3,500	$3,150	$2,800	$2,450	$2,100	$1,750
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$2,500	Stagehands	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Stage Equipment rental	$2,500	Sound/Lights	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Backline Rental	$4,200		$4,200	$4,200	$4,200	$4,200	$4,200	$4,200
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$6,500		$6,500	$6,500	$6,500	$6,500	$6,500	$6,500
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$36,142		$36,142	$35,542	$34,942	$34,342	$33,742	$33,142
VARIABLE COSTS								
Credit Card Fee's	3.50%		$2,046	$1,841	$1,637	$1,432	$1,228	$1,023
SESAC	0.02%		$12	$11	$9	$8	$7	$6
ASCAP/BMI	0.23%		$134	$121	$108	$94	$81	$67
Insurance	$2.00 Per person		$2,438	$2,194	$1,950	$1,707	$1,463	$1,219
TOTAL VARIABLE EXPENSE			$4,630	$4,167	$3,704	$3,241	$2,778	$2,315
TOTAL EXPENSES			$40,772	$39,709	$38,646	$37,583	$36,520	$35,457
NET PROFIT TO RMG			**$47,376**	**$39,584**	**$31,892**	**$24,101**	**$16,309**	**$8,617**

ARTIST VARIABLE CALC							
$6,500	85%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$58,453	$52,608	$46,762	$40,917	$35,072	$29,227
	LESS ALL EXP	$40,772	$39,709	$38,646	$37,583	$36,520	$35,457
	Revenue for Variable Calculation	$17,681	$12,899	$8,116	$3,334	-$1,448	-$6,230

ARTIST TOTAL COST						
Guarantee	$6,500	$6,500	$6,500	$6,500	$6,500	$6,500
Variable	$15,029	$10,964	$6,899	$2,834	-$1,231	-$5,296
Total Artist Cost	$15,029	$10,964	$6,899	$6,500	$15,000	$15,000

TODAY'S DATE:	DATE	**VENUE:**	Black Box	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	2	**HEADLINER:**	Burgers & Brews	**OFFER EXPIRATION DATE:**	
FROM:	4-7p; 8-11pm				
PHONE:					
TERMS:	$0 Guarantee VS 85% of Gross reciepts. Total possible payout: $0				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$23,025	$20,723	$18,420	$16,118	$13,815	$11,513
BAR/CONCESSION REVENUE	$5,300	$4,700	$4,200	$3,700	$3,200	$2,600
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$31,175	$27,988	$24,900	$21,813	$18,725	$15,538
TOTAL FIXED EXPENSES	$16,606	$15,906	$15,206	$14,506	$13,806	$13,106
TOTAL VARIABLE EXPENSES	$2,003	$1,803	$1,603	$1,402	$1,202	$1,002
NET PROFIT	$12,566	$10,278	$8,091	$5,904	$3,717	$1,430

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Burgers & Brews GA	400	370	30		370	$35.00
Burgers & Brews VIP	170	155	15		155	$65.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
	570	525		**Total Available**	525	$43.86 Average

TICKET REVENUE	100%	90%	80%	70%	60%	50%
Burgers & Brews GA	$12,950	$11,655	$10,360	$9,065	$7,770	$6,475
Burgers & Brews VIP	$10,075	$9,068	$8,060	$7,053	$6,045	$5,038
	$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
Ticket total	**$23,025**	**$20,723**	**$18,420**	**$16,118**	**$13,815**	**$11,513**
Historic Preservation Fee + Boxoffice Fee **$5.00 per ticket sold**	$2,850.00	$2,565.00	$2,280.00	$1,995.00	$1,710.00	$1,425.00
BAR/CONCESSION REVENUE						
Based on sales per seat **$10.00**	$5,300	$4,700	$4,200	$3,700	$3,200	$2,600
MERCHANDISE REVENUE						
Based on split % @ $20/person **0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE	**$31,175**	**$27,988**	**$24,900**	**$21,813**	**$18,725**	**$15,538**

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$4,000		$4,000	$4,000	$4,000	$4,000	$4,000	$4,000
Venue Staff	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$756		$756	$756	$756	$756	$756	$756
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (M&G Reception)	$5,000		$5,000	$4,500	$4,000	$3,500	$3,000	$2,500
COGS	$2,000	$3.50 per drink sold	$2,000	$1,800	$1,600	$1,400	$1,200	$1,000
Bar Staffing	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Production Staff	$1,200	Stagehands	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200
Stage Equipment rental	$0	Sound/Lights	$0	$0	$0	$0	$0	$0
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$1,000							
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$17,606		$16,606	$15,906	$15,206	$14,506	$13,806	$13,106
VARIABLE COSTS								
Credit Card Fee's	3.50%		$806	$725	$645	$564	$484	$403
SESAC	0.02%		$5	$4	$4	$3	$3	$2
ASCAP/BMI	0.23%		$53	$48	$42	$37	$32	$26
Insurance	$2.00 Per person		$1,140	$1,026	$912	$798	$684	$570
TOTAL VARIABLE EXPENSE			$2,003	$1,803	$1,603	$1,402	$1,202	$1,002
TOTAL EXPENSES			$18,609	$17,709	$16,809	$15,908	$15,008	$14,108
NET PROFIT TO RMG			**$12,566**	**$10,278**	**$8,091**	**$5,904**	**$3,717**	**$1,430**

ARTIST VARIABLE CALC

$0	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$23,025	$20,723	$18,420	$16,118	$13,815	$11,513
	LESS ALL EXP	$18,609	$17,709	$16,809	$15,908	$15,008	$14,108
	Revenue for Variable Calculation	$4,416	$3,013	$1,611	$209	-$1,193	-$2,595

ARTIST TOTAL COST							
Guarantee	$0	$0	$0	$0	$0	$0	$0
Variable	$0	$0	$0	$0	$0	$0	$0
Total Artist Cost	$0	$0	$0	$0	$0	$0	$0

TODAY'S DATE:	DATE	**VENUE:**	Black Box	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	2	**HEADLINER:**	**Cider Fest**	**OFFER EXPIRATION DATE:**	
FROM:	4-7p; 8-11pm				
PHONE:					
TERMS:	$0 Guarantee VS 85% of Gross reciepts. Total possible payout: $0				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	**$21,475**	**$19,328**	**$17,180**	**$15,033**	**$12,885**	**$10,738**
BAR/CONCESSION REVENUE	**$5,300**	**$4,700**	**$4,200**	**$3,700**	**$3,200**	**$2,600**
MERCHANDISE REVENUE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL REVENUE	**$29,625**	**$26,593**	**$23,660**	**$20,728**	**$17,795**	**$14,763**
TOTAL FIXED EXPENSES	**$17,606**	**$16,806**	**$16,006**	**$15,206**	**$14,406**	**$13,606**
TOTAL VARIABLE EXPENSES	**$1,945**	**$1,751**	**$1,556**	**$1,362**	**$1,167**	**$973**
NET PROFIT	**$10,074**	**$8,036**	**$6,098**	**$4,160**	**$2,222**	**$184**

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Cider Fest GA	**400**	**370**	**30**		**370**	**$35.00**
Cider Fest VIP	**170**	**155**	**15**		**155**	**$55.00**
			0		**0**	**$0.00**
			0		**0**	**$0.00**
			0		**0**	**$0.00**
			0		**0**	**$0.00**
			0		**0**	**$0.00**
	570	525		**Total Available**	**525**	$40.90 Average

TICKET REVENUE		**100%**	**90%**	**80%**	**70%**	**60%**	**50%**
Cider Fest GA		$12,950	$11,655	$10,360	$9,065	$7,770	$6,475
Cider Fest VIP		$8,525	$7,673	$6,820	$5,968	$5,115	$4,263
		$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
	Ticket total	**$21,475**	**$19,328**	**$17,180**	**$15,033**	**$12,885**	**$10,738**
Historic Preservation Fee + Boxoffice Fee	**$5.00 per ticket sold**	$2,850.00	$2,565.00	$2,280.00	$1,995.00	$1,710.00	$1,425.00
BAR/CONCESSION REVENUE							
Based on sales per seat	**$10.00**	$5,300	$4,700	$4,200	$3,700	$3,200	$2,600
MERCHANDISE REVENUE							
Based on split % @ $20/person	**0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		**$29,625**	**$26,593**	**$23,660**	**$20,728**	**$17,795**	**$14,763**

EXPENSES:	100%	90%	80%	70%	60%	50%

FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$3,500		$3,500	$3,500	$3,500	$3,500	$3,500	$3,500
Venue Staff	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$756		$756	$756	$756	$756	$756	$756
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (M&G Reception)	$5,000		$5,000	$4,500	$4,000	$3,500	$3,000	$2,500
COGS	$3,000	$3.50 per drink sold	$3,000	$2,700	$2,400	$2,100	$1,800	$1,500
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$1,200	Stagehands	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200
Stage Equipment rental	$0	Sound/Lights	$0	$0	$0	$0	$0	$0
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$1,000							
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$18,606		$17,606	$16,806	$16,006	$15,206	$14,406	$13,606
VARIABLE COSTS								
Credit Card Fee's	3.50%		$752	$676	$601	$526	$451	$376
SESAC	0.02%		$4	$4	$3	$3	$3	$2
ASCAP/BMI	0.23%		$49	$44	$40	$35	$30	$25
Insurance	$2.00 Per person		$1,140	$1,026	$912	$798	$684	$570
TOTAL VARIABLE EXPENSE			$1,945	$1,751	$1,556	$1,362	$1,167	$973
TOTAL EXPENSES			$19,551	$18,557	$17,562	$16,568	$15,573	$14,579
NET PROFIT TO RMG			**$10,074**	**$8,036**	**$6,098**	**$4,160**	**$2,222**	**$184**

ARTIST VARIABLE CALC							
$0	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$21,475	$19,328	$17,180	$15,033	$12,885	$10,738
	LESS ALL EXP	$19,551	$18,557	$17,562	$16,568	$15,573	$14,579
	Revenue for Variable Calculation	$1,924	$771	-$382	-$1,535	-$2,688	-$3,841

ARTIST TOTAL COST						
Guarantee	$0	$0	$0	$0	$0	$0
Variable	$0	$0	$0	$0	$0	$0
Total Artist Cost	$0	$0	$0	$0	$0	$0

TODAY'S DATE:	DATE	**VENUE:**	Sunrise Theatre	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	1	**HEADLINER:**	Easton Corbin	**OFFER EXPIRATION DATE:**	
FROM:					
PHONE:					
TERMS:	$25,000 Guarantee VS 85% of Gross reciepts. Total possible payout: $37,097				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$98,258	$88,432	$78,606	$68,781	$58,955	$49,129
BAR/CONCESSION REVENUE	$29,500	$26,500	$23,600	$20,600	$17,700	$14,700
MERCHANDISE REVENUE	$9,800	$8,800	$7,800	$6,800	$5,900	$4,900
TOTAL REVENUE	$143,653	$129,218	$114,882	$100,447	$86,212	$71,777
TOTAL FIXED EXPENSES	$49,080	$48,680	$48,280	$47,880	$47,480	$47,080
TOTAL VARIABLE EXPENSES	$5,535	$4,981	$4,428	$3,874	$3,321	$2,767
NET PROFIT	$51,942	$46,001	$37,175	$23,693	$10,411	-$3,071

REVENUE:

TICKET SALES	CAPACITY	AVAILABLE	COMPS		SELLABLE	PRICE
Reception M&G	40		0		40	$65.00
Orchestra Pit	35		0		35	$150.00
VIP	470		10		460	$95.00
Premium	220		10		210	$80.00
Premium 2	310		20		290	$70.00
General Admission	120		0		120	$55.00
General Admission 2	64		0		64	$47.00
	1219		40	Total Available	1179	$81.13 Average

TICKET REVENUE		100%	90%	80%	70%	60%	50%
Reception M&G		$2,600	$2,340	$2,080	$1,820	$1,560	$1,300
Orchestra Pit		$5,250	$4,725	$4,200	$3,675	$3,150	$2,625
VIP		$43,700	$39,330	$34,960	$30,590	$26,220	$21,850
Premium		$16,800	$15,120	$13,440	$11,760	$10,080	$8,400
Premium 2		$20,300	$18,270	$16,240	$14,210	$12,180	$10,150
General Admission		$6,600	$5,940	$5,280	$4,620	$3,960	$3,300
General Admission 2		$3,008	$2,707	$2,406	$2,106	$1,805	$1,504
	Ticket total	$98,258	$88,432	$78,606	$68,781	$58,955	$49,129
Historic Preservation Fee + Boxoffice Fee	$5.00 per ticket sold	$6,095.00	$5,485.50	$4,876.00	$4,266.50	$3,657.00	$3,047.50
BAR/CONCESSION REVENUE Based on sales per seat	$25.00	$29,500	$26,500	$23,600	$20,600	$17,700	$14,700
MERCHANDISE REVENUE Based on split % @ $20/person	10%	$9,800.00	$8,800.00	$7,800.00	$6,800.00	$5,900.00	$4,900.00
TOTAL REVENUE		$143,653	$129,218	$114,882	$100,447	$86,212	$71,777

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$4,500		$4,500	$4,500	$4,500	$4,500	$4,500	$4,500
Venue Staff	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$1,680		$1,680	$1,680	$1,680	$1,680	$1,680	$1,680
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$2,500	TBD	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
F&B (M&G Reception)	$1,000		$1,000	$900	$800	$700	$600	$500
COGS	$3,000	$3.50 per drink sold	$3,000	$2,700	$2,400	$2,100	$1,800	$1,500
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$2,500	Stagehands	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Stage Equipment rental	$1,750	Sound/Lights	$1,750	$1,750	$1,750	$1,750	$1,750	$1,750
Backline Rental	$3,500		$3,500	$3,500	$3,500	$3,500	$3,500	$3,500
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$25,000		$25,000	$25,000	$25,000	$25,000	$25,000	$25,000
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$49,080		$49,080	$48,680	$48,280	$47,880	$47,480	$47,080
VARIABLE COSTS								
Credit Card Fee's	3.50%		$3,439	$3,095	$2,751	$2,407	$2,063	$1,720
SESAC	0.03%		$31	$28	$25	$22	$19	$16
ASCAP/BMI	0.55%		$540	$486	$432	$378	$324	$270
Insurance	$1.25 Per person		$1,524	$1,371	$1,219	$1,067	$914	$762
TOTAL VARIABLE EXPENSE			$5,535	$4,981	$4,428	$3,874	$3,321	$2,767
TOTAL EXPENSES			$54,615	$53,661	$52,708	$51,754	$50,801	$49,847
NET PROFIT TO RMG			**$89,038**	**$75,557**	**$62,175**	**$48,693**	**$35,411**	**$21,929**

ARTIST VARIABLE CALC							
$25,000	85%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$98,258	$88,432	$78,606	$68,781	$58,955	$49,129
	LESS ALL EXP	$54,615	$53,661	$52,708	$51,754	$50,801	$49,847
	Revenue for Variable Calculation	$43,643	$34,771	$25,899	$17,026	$8,154	-$718

ARTIST TOTAL COST						
Guarantee	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000
Variable	$37,097	$29,555	$22,014	$14,472	$6,931	-$611
Total Artist Cost	$37,097	$29,555	$25,000	$25,000	$25,000	$25,000

TODAY'S DATE:	DATE	**VENUE:**	Sunrise Theatre	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	1	**HEADLINER:**	G Love & Special Sauce	**OFFER EXPIRATION DATE:**	
FROM:					
PHONE:					
TERMS:	$7,500 Guarantee VS 85% of Gross reciepts. Total possible payout: $22,924				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$68,103	$61,293	$54,482	$47,672	$40,862	$34,052
BAR/CONCESSION REVENUE	$17,700	$15,900	$14,100	$12,400	$10,600	$8,800
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$91,898	$82,678	$73,458	$64,339	$55,119	$45,899
TOTAL FIXED EXPENSES	$36,142	$35,642	$35,142	$34,642	$34,142	$33,642
TOTAL VARIABLE EXPENSES	$4,992	$4,493	$3,993	$3,494	$2,995	$2,496
NET PROFIT	$27,840	$24,559	$21,278	$18,097	-$5,249	-$6,950

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Reception M&G	40		10		30	$50.00
Orchestra Pit	35		0		35	$75.00
VIP	470		20		450	$65.00
Premium	220		10		210	$60.00
Premium 2	310		10		300	$54.00
General Admission	120		0		120	$35.00
General Admission 2	64		0		64	$27.00
	1219			**Total Available**	1179	$56.49 Average

TICKET REVENUE		100%	90%	80%	70%	60%	50%
Reception M&G		$1,500	$1,350	$1,200	$1,050	$900	$750
Orchestra Pit		$2,625	$2,363	$2,100	$1,838	$1,575	$1,313
VIP		$29,250	$26,325	$23,400	$20,475	$17,550	$14,625
Premium		$12,600	$11,340	$10,080	$8,820	$7,560	$6,300
Premium 2		$16,200	$14,580	$12,960	$11,340	$9,720	$8,100
General Admission		$4,200	$3,780	$3,360	$2,940	$2,520	$2,100
General Admission 2		$1,728	$1,555	$1,382	$1,210	$1,037	$864
	Ticket total	**$68,103**	**$61,293**	**$54,482**	**$47,672**	**$40,862**	**$34,052**
Historic Preservation Fee + Boxoffice Fee	**$5.00 per ticket sold**	$6,095.00	$5,485.50	$4,876.00	$4,266.50	$3,657.00	$3,047.50
BAR/CONCESSION REVENUE							
Based on sales per seat	**$15.00**	$17,700	$15,900	$14,100	$12,400	$10,600	$8,800
MERCHANDISE REVENUE							
Based on split % @ $20/person	**0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		**$91,898**	**$82,678**	**$73,458**	**$64,339**	**$55,119**	**$45,899**

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$6,500		$6,500	$6,500	$6,500	$6,500	$6,500	$6,500
Venue Staff	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$1,792		$1,792	$1,792	$1,792	$1,792	$1,792	$1,792
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$2,500	TBD	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
F&B (M&G Reception)	$2,500		$2,500	$2,250	$2,000	$1,750	$1,500	$1,250
COGS	$2,500	$3.50 per drink sold	$2,500	$2,250	$2,000	$1,750	$1,500	$1,250
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$2,500	Stagehands	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Stage Equipment rental	$2,500	Sound/Lights	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Backline Rental	$4,200		$4,200	$4,200	$4,200	$4,200	$4,200	$4,200
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$7,500		$7,500	$7,500	$7,500	$7,500	$7,500	$7,500
Artist Hotel	$0		$0	$0	$0	$0	$0	$0
Artist Transportation	$0		$0	$0	$0	$0	$0	$0
Artist Airfare	$0		$0	$0	$0	$0	$0	$0
Total Fixed Costs	$36,142		$36,142	$35,642	$35,142	$34,642	$34,142	$33,642
VARIABLE COSTS								
Credit Card Fee's	3.50%		$2,384	$2,145	$1,907	$1,669	$1,430	$1,192
SESAC	0.02%		$14	$12	$11	$10	$8	$7
ASCAP/BMI	0.23%		$157	$141	$125	$110	$94	$78
Insurance	$2.00 Per person		$2,438	$2,194	$1,950	$1,707	$1,463	$1,219
TOTAL VARIABLE EXPENSE			$4,992	$4,493	$3,993	$3,494	$2,995	$2,496
TOTAL EXPENSES			$41,134	$40,135	$39,135	$38,136	$37,137	$36,138
NET PROFIT TO RMG			**$50,764**	**$42,544**	**$34,323**	**$26,202**	**$17,982**	**$9,761**

ARTIST VARIABLE CALC							
$7,500	85%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$68,103	$61,293	$54,482	$47,672	$40,862	$34,052
	LESS ALL EXP	$41,134	$40,135	$39,135	$38,136	$37,137	$36,138
	Revenue for Variable Calculation	$26,969	$21,158	$15,347	$9,536	$3,725	-$2,086

ARTIST TOTAL COST						
Guarantee	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500
Variable	$22,924	$17,984	$13,045	$8,105	$3,166	-$1,773
Total Artist Cost	$22,924	$17,984	$13,045	$8,105	$23,231	$16,711

TODAY'S DATE:	DATE	**VENUE:**	Sunrise Theatre	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	1	**HEADLINER:**	**Lee Brice**	**OFFER EXPIRATION DATE:**	
FROM:					
PHONE:					
TERMS:	$27,000 Guarantee VS 85% of Gross reciepts. Total possible payout: $34,089				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	**$96,133**	**$86,520**	**$76,906**	**$67,293**	**$57,680**	**$48,067**
BAR/CONCESSION REVENUE	**$29,500**	**$26,500**	**$23,600**	**$20,600**	**$17,700**	**$14,700**
MERCHANDISE REVENUE	**$9,800**	**$8,800**	**$7,800**	**$6,800**	**$5,900**	**$4,900**
TOTAL REVENUE	**$141,528**	**$127,305**	**$113,182**	**$98,960**	**$84,937**	**$70,714**
TOTAL FIXED EXPENSES	**$50,580**	**$50,180**	**$49,780**	**$49,380**	**$48,980**	**$48,580**
TOTAL VARIABLE EXPENSES	**$5,448**	**$4,903**	**$4,358**	**$3,814**	**$3,269**	**$2,724**
NET PROFIT	**$51,411**	**$45,222**	**$32,044**	**$18,766**	**-$2,312**	**-$15,590**

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Reception M&G	**40**		**0**		**40**	**$65.00**
Orchestra Pit	**35**		**0**		**35**	**$155.00**
VIP	**470**		**10**		**460**	**$90.00**
Premium	**220**		**10**		**210**	**$80.00**
Premium 2	**310**		**20**		**290**	**$70.00**
General Admission	**120**		0		**120**	**$55.00**
General Admission 2	**64**		0		**64**	**$47.00**
	1219		**40**	**Total Available**	**1179**	$79.33 Average

TICKET REVENUE		**100%**	**90%**	**80%**	**70%**	**60%**	**50%**
Reception M&G		$2,600	$2,340	$2,080	$1,820	$1,560	$1,300
Orchestra Pit		$5,425	$4,883	$4,340	$3,798	$3,255	$2,713
VIP		$41,400	$37,260	$33,120	$28,980	$24,840	$20,700
Premium		$16,800	$15,120	$13,440	$11,760	$10,080	$8,400
Premium 2		$20,300	$18,270	$16,240	$14,210	$12,180	$10,150
General Admission		$6,600	$5,940	$5,280	$4,620	$3,960	$3,300
General Admission 2		$3,008	$2,707	$2,406	$2,106	$1,805	$1,504
	Ticket total	**$96,133**	**$86,520**	**$76,906**	**$67,293**	**$57,680**	**$48,067**
Historic Preservation Fee + Boxoffice Fee	**$5.00 per ticket sold**	$6,095.00	$5,485.50	$4,876.00	$4,266.50	$3,657.00	$3,047.50
BAR/CONCESSION REVENUE							
Based on sales per seat	**$25.00**	$29,500	$26,500	$23,600	$20,600	$17,700	$14,700
MERCHANDISE REVENUE							
Based on split % @ $20/person	**10%**	$9,800.00	$8,800.00	$7,800.00	$6,800.00	$5,900.00	$4,900.00
TOTAL REVENUE		**$141,528**	**$127,305**	**$113,182**	**$98,960**	**$84,937**	**$70,714**

EXPENSES:	100%	90%	80%	70%	60%	50%

FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$4,500		$4,500	$4,500	$4,500	$4,500	$4,500	$4,500
Venue Staff	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$1,680		$1,680	$1,680	$1,680	$1,680	$1,680	$1,680
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$2,500	TBD	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
F&B (M&G Reception)	$1,000		$1,000	$900	$800	$700	$600	$500
COGS	$3,000	$3.50 per drink sold	$3,000	$2,700	$2,400	$2,100	$1,800	$1,500
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$2,500	Stagehands	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Stage Equipment rental	$1,750	Sound/Lights	$1,750	$1,750	$1,750	$1,750	$1,750	$1,750
Backline Rental	$3,000		$3,000	$3,000	$3,000	$3,000	$3,000	$3,000
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$27,000		$27,000	$27,000	$27,000	$27,000	$27,000	$27,000
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$50,580		$50,580	$50,180	$49,780	$49,380	$48,980	$48,580
VARIABLE COSTS								
Credit Card Fee's	3.50%		$3,365	$3,028	$2,692	$2,355	$2,019	$1,682
SESAC	0.03%		$31	$28	$25	$22	$18	$15
ASCAP/BMI	0.55%		$529	$476	$423	$370	$317	$264
Insurance	$1.25 Per person		$1,524	$1,371	$1,219	$1,067	$914	$762
TOTAL VARIABLE EXPENSE			$5,448	$4,903	$4,358	$3,814	$3,269	$2,724
TOTAL EXPENSES			$56,028	$55,083	$54,138	$53,194	$52,249	$51,304
NET PROFIT TO RMG			**$85,500**	**$72,222**	**$59,044**	**$45,766**	**$32,688**	**$19,410**

ARTIST VARIABLE CALC							
$27,000	85%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$96,133	$86,520	$76,906	$67,293	$57,680	$48,067
	LESS ALL EXP	$56,028	$55,083	$54,138	$53,194	$52,249	$51,304
	Revenue for Variable Calculation	$40,105	$31,437	$22,768	$14,100	$5,431	-$3,237

ARTIST TOTAL COST						
Guarantee	$27,000	$27,000	$27,000	$27,000	$27,000	$27,000
Variable	$34,089	$26,721	$19,353	$11,985	$4,616	-$2,752
Total Artist Cost	$34,089	$27,000	$27,000	$27,000	$35,000	$35,000

TODAY'S DATE:	DATE	**VENUE:**	Sunrise Theatre	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	1	**HEADLINER:**	Less Than Jake	**OFFER EXPIRATION DATE:**	
FROM:					
PHONE:					
TERMS:	$10,000 Guarantee VS 85% of Gross reciepts. Total possible payout: $19,949				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$68,103	$61,293	$54,482	$47,672	$40,862	$34,052
BAR/CONCESSION REVENUE	$29,500	$26,500	$23,600	$20,600	$17,700	$14,700
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$103,698	$93,278	$82,958	$72,539	$62,219	$51,799
TOTAL FIXED EXPENSES	$39,642	$39,042	$38,442	$37,842	$37,242	$36,642
TOTAL VARIABLE EXPENSES	$4,992	$4,493	$3,993	$3,494	$2,995	$2,496
NET PROFIT	$39,115	$34,649	$30,283	$21,202	-$1,249	-$4,050

REVENUE:

TICKET SALES	CAPACITY	AVAILABLE	COMPS		SELLABLE	PRICE
Reception M&G	40		10		30	$50.00
Orchestra Pit	35		0		35	$75.00
VIP	470		20		450	$65.00
Premium	220		10		210	$60.00
Premium 2	310		10		300	$54.00
General Admission	120		0		120	$35.00
General Admission 2	64		0		64	$27.00
	1219			Total Available	1179	$56.49 Average

TICKET REVENUE		100%	90%	80%	70%	60%	50%
Reception M&G		$1,500	$1,350	$1,200	$1,050	$900	$750
Orchestra Pit		$2,625	$2,363	$2,100	$1,838	$1,575	$1,313
VIP		$29,250	$26,325	$23,400	$20,475	$17,550	$14,625
Premium		$12,600	$11,340	$10,080	$8,820	$7,560	$6,300
Premium 2		$16,200	$14,580	$12,960	$11,340	$9,720	$8,100
General Admission		$4,200	$3,780	$3,360	$2,940	$2,520	$2,100
General Admission 2		$1,728	$1,555	$1,382	$1,210	$1,037	$864
	Ticket total	$68,103	$61,293	$54,482	$47,672	$40,862	$34,052
Historic Preservation Fee + Boxoffice Fee	$5.00 per ticket sold	$6,095.00	$5,485.50	$4,876.00	$4,266.50	$3,657.00	$3,047.50
BAR/CONCESSION REVENUE							
Based on sales per seat	$25.00	$29,500	$26,500	$23,600	$20,600	$17,700	$14,700
MERCHANDISE REVENUE							
Based on split % @ $20/person	0%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		$103,698	$93,278	$82,958	$72,539	$62,219	$51,799

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$6,500		$6,500	$6,500	$6,500	$6,500	$6,500	$6,500
Venue Staff	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$1,792		$1,792	$1,792	$1,792	$1,792	$1,792	$1,792
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$2,500	TBD	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
F&B (M&G Reception)	$2,500		$2,500	$2,250	$2,000	$1,750	$1,500	$1,250
COGS	$3,500	$3.50 per drink sold	$3,500	$3,150	$2,800	$2,450	$2,100	$1,750
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$2,500	Stagehands	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Stage Equipment rental	$2,500	Sound/Lights	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Backline Rental	$4,200		$4,200	$4,200	$4,200	$4,200	$4,200	$4,200
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$10,000		$10,000	$10,000	$10,000	$10,000	$10,000	$10,000
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$39,642		$39,642	$39,042	$38,442	$37,842	$37,242	$36,642
VARIABLE COSTS								
Credit Card Fee's	3.50%		$2,384	$2,145	$1,907	$1,669	$1,430	$1,192
SESAC	0.02%		$14	$12	$11	$10	$8	$7
ASCAP/BMI	0.23%		$157	$141	$125	$110	$94	$78
Insurance	$2.00 Per person		$2,438	$2,194	$1,950	$1,707	$1,463	$1,219
TOTAL VARIABLE EXPENSE			$4,992	$4,493	$3,993	$3,494	$2,995	$2,496
TOTAL EXPENSES			$44,634	$43,535	$42,435	$41,336	$40,237	$39,138
NET PROFIT TO RMG			**$59,064**	**$49,744**	**$40,523**	**$31,202**	**$21,982**	**$12,661**

ARTIST VARIABLE CALC		100%	90%	80%	70%	60%	50%
$10,000	85%						
	TICKET REVENUE	$68,103	$61,293	$54,482	$47,672	$40,862	$34,052
	LESS ALL EXP	$44,634	$43,535	$42,435	$41,336	$40,237	$39,138
	Revenue for Variable Calculation	$23,469	$17,758	$12,047	$6,336	$625	-$5,086

ARTIST TOTAL COST							
Guarantee	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000
Variable	$19,949	$15,094	$10,240	$5,385	$531	-$4,323	
Total Artist Cost	$19,949	$15,094	$10,240	$10,000	$23,231	$16,711	

TODAY'S DATE:	DATE	**VENUE:**	Sunrise Theatre	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	1	**HEADLINER:**	Mandy Gonzalez	**OFFER EXPIRATION DATE:**	
FROM:					
PHONE:					
TERMS:	$30,000 Guarantee. Total possible payout: $30,000				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$89,668	$80,701	$71,734	$62,768	$53,801	$44,834
BAR/CONCESSION REVENUE	$20,000	$18,000	$16,000	$14,000	$12,000	$10,000
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$115,763	$104,187	$92,610	$81,034	$69,458	$57,882
TOTAL FIXED EXPENSES	$57,044	$56,559	$56,074	$55,589	$55,104	$54,619
TOTAL VARIABLE EXPENSES	$5,801	$5,220	$4,640	$4,060	$3,480	$2,900
NET PROFIT	$52,918	$42,407	$31,896	$21,385	$10,873	$362

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Reception M&G	75		35		40	$50.00
Orchestra Pit	35		5		30	$140.00
VIP	470		15		455	$88.00
Premium	220		0		220	$75.00
Premium 2	310		20		290	$64.00
General Admission	120		0		120	$50.00
General Admission 2	64		0		64	$37.00
	1219			**Total Available**	1179	$74.36 Average

TICKET REVENUE		100%	90%	80%	70%	60%	50%
Reception M&G		$2,000	$1,800	$1,600	$1,400	$1,200	$1,000
Orchestra Pit		$4,200	$3,780	$3,360	$2,940	$2,520	$2,100
VIP		$40,040	$36,036	$32,032	$28,028	$24,024	$20,020
Premium		$16,500	$14,850	$13,200	$11,550	$9,900	$8,250
Premium 2		$18,560	$16,704	$14,848	$12,992	$11,136	$9,280
General Admission		$6,000	$5,400	$4,800	$4,200	$3,600	$3,000
General Admission 2		$2,368	$2,131	$1,894	$1,658	$1,421	$1,184
	Ticket total	**$89,668**	**$80,701**	**$71,734**	**$62,768**	**$53,801**	**$44,834**
Historic Preservation Fee + Boxoffice Fee	**$5.00 per ticket sold**	$6,095.00	$5,485.50	$4,876.00	$4,266.50	$3,657.00	$3,047.50
BAR/CONCESSION REVENUE							
Based on sales per seat	**$17.00**	$20,000	$18,000	$16,000	$14,000	$12,000	$10,000
MERCHANDISE REVENUE							
Based on split % @ $20/person	**0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		**$115,763**	**$104,187**	**$92,610**	**$81,034**	**$69,458**	**$57,882**

EXPENSES:	100%	90%	80%	70%	60%	50%

FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$6,500		$6,500	$6,500	$6,500	$6,500	$6,500	$6,500
Venue Staff	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$1,344		$1,344	$1,344	$1,344	$1,344	$1,344	$1,344
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$2,500	TBD	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
F&B (M&G Reception)	$1,500		$1,500	$1,350	$1,200	$1,050	$900	$750
COGS	$3,350	$3.50 per drink sold	$3,350	$3,015	$2,680	$2,345	$2,010	$1,675
Bar Staffing	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Production Staff	$2,500	Stagehands	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Stage Equipment rental	$2,500	Sound/Lights	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$200		$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
Artist Fixed Cost	$30,000		$30,000	$30,000	$30,000	$30,000	$30,000	$30,000
Artist Hotel	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Artist Transportation	$800		$800	$800	$800	$800	$800	$800
Artist Airfare	$1,200		$1,200	$1,200	$1,200	$1,200	$1,200	$1,200
Total Fixed Costs	$57,044		$57,044	$56,559	$56,074	$55,589	$55,104	$54,619
VARIABLE COSTS								
Credit Card Fee's	3.50%		$3,138	$2,825	$2,511	$2,197	$1,883	$1,569
SESAC	0.02%		$18	$16	$14	$13	$11	$9
ASCAP/BMI	0.23%		$206	$186	$165	$144	$124	$103
Insurance	$2.00 Per person		$2,438	$2,194	$1,950	$1,707	$1,463	$1,219
TOTAL VARIABLE EXPENSE			$5,801	$5,220	$4,640	$4,060	$3,480	$2,900
TOTAL EXPENSES			$62,845	$61,779	$60,714	$59,649	$58,584	$57,519
NET PROFIT TO RMG			**$52,918**	**$42,407**	**$31,896**	**$21,385**	**$10,873**	**$362**

ARTIST VARIABLE CALC							
$30,000	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$89,668	$80,701	$71,734	$62,768	$53,801	$44,834
	LESS ALL EXP -COGS	$56,832	$56,369	$55,905	$55,441	$54,977	$54,513
	Revenue for Variable Calculation	$32,836	$24,333	$15,830	$7,327	-$1,176	-$9,679
	Variable Revenue	$2,836	$0	$0	$0	$0	$0
	Artist Portion of Variable Revenue	$0	$0	$0	$0	$0	$0

ARTIST TOTAL COST						
Fixed	$36,000	$36,000	$36,000	$36,000	$36,000	$36,000
Variable	$0	$0	$0	$0	$0	$0
Total Artist Cost	$36,000	$36,000	$36,000	$36,000	$36,000	$36,000

TODAY'S DATE:	DATE	**VENUE:**	Black Box	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	2	**HEADLINER:**	Margarita Night	**OFFER EXPIRATION DATE:**	
FROM:	4-7p; 8-11pm				
PHONE:					
TERMS:	$0 Guarantee VS 85% of Gross reciepts. Total possible payout: $0				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$37,225	$33,503	$29,780	$26,058	$22,335	$18,613
BAR/CONCESSION REVENUE	$5,300	$4,700	$4,200	$3,700	$3,200	$2,600
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$45,375	$40,768	$36,260	$31,753	$27,245	$22,638
TOTAL FIXED EXPENSES	$25,106	$23,856	$22,606	$21,356	$20,106	$18,856
TOTAL VARIABLE EXPENSES	$2,536	$2,282	$2,029	$1,775	$1,522	$1,268
NET PROFIT	$17,733	$14,629	$11,625	$8,621	$5,617	$2,514

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Margarita Night GA	400	370	30		370	$65.00
Margarita Night VIP	170	155	15		155	$85.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
	570	525		**Total Available**	525	$70.90 Average

TICKET REVENUE		100%	90%	80%	70%	60%	50%
Margarita GA		$24,050	$21,645	$19,240	$16,835	$14,430	$12,025
Margarita Night VIP		$13,175	$11,858	$10,540	$9,223	$7,905	$6,588
		$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
	Ticket total	$37,225	$33,503	$29,780	$26,058	$22,335	$18,613
Historic Preservation Fee + Boxoffice Fee	**$5.00 per ticket sold**	$2,850.00	$2,565.00	$2,280.00	$1,995.00	$1,710.00	$1,425.00
BAR/CONCESSION REVENUE							
Based on sales per seat	**$10.00**	$5,300	$4,700	$4,200	$3,700	$3,200	$2,600
MERCHANDISE REVENUE							
Based on split % @ $20/person	**0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		$45,375	$40,768	$36,260	$31,753	$27,245	$22,638

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$6,500		$6,500	$6,500	$6,500	$6,500	$6,500	$6,500
Venue Staff	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$756		$756	$756	$756	$756	$756	$756
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (M&G Reception)	$9,000		$9,000	$8,100	$7,200	$6,300	$5,400	$4,500
COGS	$3,500	$3.50 per drink sold	$3,500	$3,150	$2,800	$2,450	$2,100	$1,750
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$1,200	Stagehands	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200
Stage Equipment rental	$0	Sound/Lights	$0	$0	$0	$0	$0	$0
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$1,000							
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$26,106		$25,106	$23,856	$22,606	$21,356	$20,106	$18,856
VARIABLE COSTS								
Credit Card Fee's	3.50%		$1,303	$1,173	$1,042	$912	$782	$651
SESAC	0.02%		$7	$7	$6	$5	$4	$4
ASCAP/BMI	0.23%		$86	$77	$68	$60	$51	$43
Insurance	$2.00 Per person		$1,140	$1,026	$912	$798	$684	$570
TOTAL VARIABLE EXPENSE			$2,536	$2,282	$2,029	$1,775	$1,522	$1,268
TOTAL EXPENSES			$27,642	$26,138	$24,635	$23,131	$21,628	$20,124
NET PROFIT TO RMG			**$17,733**	**$14,629**	**$11,625**	**$8,621**	**$5,617**	**$2,514**

ARTIST VARIABLE CALC							
$0	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$37,225	$33,503	$29,780	$26,058	$22,335	$18,613
	LESS ALL EXP	$27,642	$26,138	$24,635	$23,131	$21,628	$20,124
	Revenue for Variable Calculation	$9,583	$7,364	$5,145	$2,926	$707	-$1,511

ARTIST TOTAL COST						
Guarantee	$0	$0	$0	$0	$0	$0
Variable	$0	$0	$0	$0	$0	$0
Total Artist Cost	$0	$0	$0	$0	$0	$0

TODAY'S DATE:	DATE	**VENUE:**	Black Box	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	2	**HEADLINER:**	Martini Experience	**OFFER EXPIRATION DATE:**	
FROM:	4-7p; 8-11pm				
PHONE:					
TERMS:	$0 Guarantee VS 85% of Gross reciepts. Total possible payout: $0				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$33,180	$29,862	$26,544	$23,226	$19,908	$16,590
BAR/CONCESSION REVENUE	$5,300	$4,700	$4,200	$3,700	$3,200	$2,600
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$41,330	$37,127	$33,024	$28,921	$24,818	$20,615
TOTAL FIXED EXPENSES	$24,606	$23,406	$22,206	$21,006	$19,806	$18,606
TOTAL VARIABLE EXPENSES	$2,384	$2,146	$1,907	$1,669	$1,431	$1,192
NET PROFIT	$14,340	$11,575	$8,911	$6,246	$3,581	$817

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Martini Experience GA	400	370	30		370	$57.00
Martini Experience VIP	170	155	15		155	$78.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
	570	525		**Total Available**	525	$63.20 Average

TICKET REVENUE	100%	90%	80%	70%	60%	50%
Martini Experience GA	$21,090	$18,981	$16,872	$14,763	$12,654	$10,545
Martini Experience VIP	$12,090	$10,881	$9,672	$8,463	$7,254	$6,045
	$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
Ticket total	**$33,180**	**$29,862**	**$26,544**	**$23,226**	**$19,908**	**$16,590**
Historic Preservation Fee + Boxoffice Fee **$5.00 per ticket sold**	$2,850.00	$2,565.00	$2,280.00	$1,995.00	$1,710.00	$1,425.00
BAR/CONCESSION REVENUE						
Based on sales per seat **$10.00**	$5,300	$4,700	$4,200	$3,700	$3,200	$2,600
MERCHANDISE REVENUE						
Based on split % @ $20/person **0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE	**$41,330**	**$37,127**	**$33,024**	**$28,921**	**$24,818**	**$20,615**

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$6,500		$6,500	$6,500	$6,500	$6,500	$6,500	$6,500
Venue Staff	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$756		$756	$756	$756	$756	$756	$756
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (M&G Reception)	$8,500		$8,500	$7,650	$6,800	$5,950	$5,100	$4,250
COGS	$3,500	$3.50 per drink sold	$3,500	$3,150	$2,800	$2,450	$2,100	$1,750
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$1,200	Stagehands	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200
Stage Equipment rental	$0	Sound/Lights	$0	$0	$0	$0	$0	$0
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$1,000							
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$25,606		$24,606	$23,406	$22,206	$21,006	$19,806	$18,606
VARIABLE COSTS								
Credit Card Fee's	3.50%		$1,161	$1,045	$929	$813	$697	$581
SESAC	0.02%		$7	$6	$5	$5	$4	$3
ASCAP/BMI	0.23%		$76	$69	$61	$53	$46	$38
Insurance	$2.00 Per person		$1,140	$1,026	$912	$798	$684	$570
TOTAL VARIABLE EXPENSE			$2,384	$2,146	$1,907	$1,669	$1,431	$1,192
TOTAL EXPENSES			$26,990	$25,552	$24,113	$22,675	$21,237	$19,798
NET PROFIT TO RMG			**$14,340**	**$11,575**	**$8,911**	**$6,246**	**$3,581**	**$817**

ARTIST VARIABLE CALC							
$0	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$33,180	$29,862	$26,544	$23,226	$19,908	$16,590
	LESS ALL EXP	$26,990	$25,552	$24,113	$22,675	$21,237	$19,798
	Revenue for Variable Calculation	$6,190	$4,310	$2,431	$551	-$1,329	-$3,208

ARTIST TOTAL COST						
Guarantee	$0	$0	$0	$0	$0	$0
Variable	$0	$0	$0	$0	$0	$0
Total Artist Cost	$0	$0	$0	$0	$0	$0

TODAY'S DATE:	DATE	**VENUE:**	Sunrise Theatre	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	1	**HEADLINER:**	Mayday Parade	**OFFER EXPIRATION DATE:**	
FROM:					
PHONE:					
TERMS:	$7,500 Guarantee VS 85% of Gross reciepts. Total possible payout: $22,499				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$68,103	$61,293	$54,482	$47,672	$40,862	$34,052
BAR/CONCESSION REVENUE	$17,700	$15,900	$14,100	$12,400	$10,600	$8,800
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$91,898	$82,678	$73,458	$64,339	$55,119	$45,899
TOTAL FIXED EXPENSES	$36,642	$36,142	$35,642	$35,142	$34,642	$34,142
TOTAL VARIABLE EXPENSES	$4,992	$4,493	$3,993	$3,494	$2,995	$2,496
NET PROFIT	$27,765	$24,484	$21,203	$18,022	-$5,749	-$7,450

REVENUE:

TICKET SALES	CAPACITY	AVAILABLE	COMPS		SELLABLE	PRICE
Reception M&G	40		10		30	$50.00
Orchestra Pit	35		0		35	$75.00
VIP	470		20		450	$65.00
Premium	220		10		210	$60.00
Premium 2	310		10		300	$54.00
General Admission	120		0		120	$35.00
General Admission 2	64		0		64	$27.00
	1219			Total Available	1179	$56.49 Average

TICKET REVENUE		100%	90%	80%	70%	60%	50%
Reception M&G		$1,500	$1,350	$1,200	$1,050	$900	$750
Orchestra Pit		$2,625	$2,363	$2,100	$1,838	$1,575	$1,313
VIP		$29,250	$26,325	$23,400	$20,475	$17,550	$14,625
Premium		$12,600	$11,340	$10,080	$8,820	$7,560	$6,300
Premium 2		$16,200	$14,580	$12,960	$11,340	$9,720	$8,100
General Admission		$4,200	$3,780	$3,360	$2,940	$2,520	$2,100
General Admission 2		$1,728	$1,555	$1,382	$1,210	$1,037	$864
	Ticket total	$68,103	$61,293	$54,482	$47,672	$40,862	$34,052
Historic Preservation Fee + Boxoffice Fee	$5.00 per ticket sold	$6,095.00	$5,485.50	$4,876.00	$4,266.50	$3,657.00	$3,047.50
BAR/CONCESSION REVENUE							
Based on sales per seat	$15.00	$17,700	$15,900	$14,100	$12,400	$10,600	$8,800
MERCHANDISE REVENUE							
Based on split % @ $20/person	0%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		$91,898	$82,678	$73,458	$64,339	$55,119	$45,899

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$6,500		$6,500	$6,500	$6,500	$6,500	$6,500	$6,500
Venue Staff	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$1,792		$1,792	$1,792	$1,792	$1,792	$1,792	$1,792
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$2,500	TBD	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
F&B (M&G Reception)	$2,500		$2,500	$2,250	$2,000	$1,750	$1,500	$1,250
COGS	$2,500	$3.50 per drink sold	$2,500	$2,250	$2,000	$1,750	$1,500	$1,250
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$3,000	Stagehands	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000
Stage Equipment rental	$2,500	Sound/Lights	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Backline Rental	$4,200		$4,200	$4,200	$4,200	$4,200	$4,200	$4,200
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$7,500		$7,500	$7,500	$7,500	$7,500	$7,500	$7,500
Artist Hotel	$0		$0	$0	$0	$0	$0	$0
Artist Transportation	$0		$0	$0	$0	$0	$0	$0
Artist Airfare	$0		$0	$0	$0	$0	$0	$0
Total Fixed Costs	$36,642		$36,642	$36,142	$35,642	$35,142	$34,642	$34,142
VARIABLE COSTS								
Credit Card Fee's	3.50%		$2,384	$2,145	$1,907	$1,669	$1,430	$1,192
SESAC	0.02%		$14	$12	$11	$10	$8	$7
ASCAP/BMI	0.23%		$157	$141	$125	$110	$94	$78
Insurance	$2.00 Per person		$2,438	$2,194	$1,950	$1,707	$1,463	$1,219
TOTAL VARIABLE EXPENSE			$4,992	$4,493	$3,993	$3,494	$2,995	$2,496
TOTAL EXPENSES			$41,634	$40,635	$39,635	$38,636	$37,637	$36,638
NET PROFIT TO RMG			**$50,264**	**$42,044**	**$33,823**	**$25,702**	**$17,482**	**$9,261**

ARTIST VARIABLE CALC							
$7,500	85%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$68,103	$61,293	$54,482	$47,672	$40,862	$34,052
	LESS ALL EXP	$41,634	$40,635	$39,635	$38,636	$37,637	$36,638
	Revenue for Variable Calculation	$26,469	$20,658	$14,847	$9,036	$3,225	-$2,586

ARTIST TOTAL COST						
Guarantee	$7,500	$7,500	$7,500	$7,500	$7,500	$7,500
Variable	$22,499	$17,559	$12,620	$7,680	$2,741	-$2,198
Total Artist Cost	$22,499	$17,559	$12,620	$7,680	$23,231	$16,711

TODAY'S DATE:	DATE	**VENUE:**	Black Box	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	2	**HEADLINER:**	Mojitos & Seafood	**OFFER EXPIRATION DATE:**	
FROM:	4-7p; 8-11pm				
PHONE:					
TERMS:	$0 Guarantee VS 85% of Gross reciepts. Total possible payout: $0				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$35,075	$31,568	$28,060	$24,553	$21,045	$17,538
BAR/CONCESSION REVENUE	$5,300	$4,700	$4,200	$3,700	$3,200	$2,600
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$43,225	$38,833	$34,540	$30,248	$25,955	$21,563
TOTAL FIXED EXPENSES	$25,106	$23,756	$22,406	$21,056	$19,706	$18,356
TOTAL VARIABLE EXPENSES	$2,455	$2,210	$1,964	$1,719	$1,473	$1,228
NET PROFIT	$15,664	$12,867	$10,170	$7,473	$4,776	$1,979

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Mojitos & Seafood GA	400	370	30		370	$55.00
Mojitos & Seafood VIP	170	155	15		155	$95.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
	570	525		**Total Available**	525	$66.81 Average

TICKET REVENUE		100%	90%	80%	70%	60%	50%
Mojitos & Seafood GA		$20,350	$18,315	$16,280	$14,245	$12,210	$10,175
Mojitos & Seafood VIP		$14,725	$13,253	$11,780	$10,308	$8,835	$7,363
		$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
	Ticket total	$35,075	$31,568	$28,060	$24,553	$21,045	$17,538
Historic Preservation Fee + Boxoffice Fee	**$5.00 per ticket sold**	$2,850.00	$2,565.00	$2,280.00	$1,995.00	$1,710.00	$1,425.00
BAR/CONCESSION REVENUE							
Based on sales per seat	**$10.00**	$5,300	$4,700	$4,200	$3,700	$3,200	$2,600
MERCHANDISE REVENUE							
Based on split % @ $20/person	**0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		$43,225	$38,833	$34,540	$30,248	$25,955	$21,563

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$5,500		$5,500	$5,500	$5,500	$5,500	$5,500	$5,500
Venue Staff	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$756		$756	$756	$756	$756	$756	$756
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (M&G Reception)	$10,000		$10,000	$9,000	$8,000	$7,000	$6,000	$5,000
COGS	$3,500	$3.50 per drink sold	$3,500	$3,150	$2,800	$2,450	$2,100	$1,750
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$1,200	Stagehands	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200
Stage Equipment rental	$0	Sound/Lights	$0	$0	$0	$0	$0	$0
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$1,000							
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$26,106		$25,106	$23,756	$22,406	$21,056	$19,706	$18,356
VARIABLE COSTS								
Credit Card Fee's	3.50%		$1,228	$1,105	$982	$859	$737	$614
SESAC	0.02%		$7	$6	$6	$5	$4	$4
ASCAP/BMI	0.23%		$81	$73	$65	$56	$48	$40
Insurance	$2.00 Per person		$1,140	$1,026	$912	$798	$684	$570
TOTAL VARIABLE EXPENSE			$2,455	$2,210	$1,964	$1,719	$1,473	$1,228
TOTAL EXPENSES			$27,561	$25,966	$24,370	$22,775	$21,179	$19,584
NET PROFIT TO RMG			**$15,664**	**$12,867**	**$10,170**	**$7,473**	**$4,776**	**$1,979**

ARTIST VARIABLE CALC

$0	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$35,075	$31,568	$28,060	$24,553	$21,045	$17,538
	LESS ALL EXP	$27,561	$25,966	$24,370	$22,775	$21,179	$19,584
	Revenue for Variable Calculation	$7,514	$5,602	$3,690	$1,778	-$134	-$2,046

ARTIST TOTAL COST							
Guarantee	$0	$0	$0	$0	$0	$0	$0
Variable	$0	$0	$0	$0	$0	$0	$0
Total Artist Cost	$0	$0	$0	$0	$0	$0	$0

TODAY'S DATE:	DATE	**VENUE:**	Sunrise Theatre	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	1	**HEADLINER:**	**Norm Lewis**	**OFFER EXPIRATION DATE:**	
FROM:					
PHONE:					
TERMS:	$30,000 Guarantee. Total possible payout: $30,000				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	**$89,668**	**$80,701**	**$71,734**	**$62,768**	**$53,801**	**$44,834**
BAR/CONCESSION REVENUE	**$20,000**	**$18,000**	**$16,000**	**$14,000**	**$12,000**	**$10,000**
MERCHANDISE REVENUE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL REVENUE	**$115,763**	**$104,187**	**$92,610**	**$81,034**	**$69,458**	**$57,882**
TOTAL FIXED EXPENSES	**$57,044**	**$56,559**	**$56,074**	**$55,589**	**$55,104**	**$54,619**
TOTAL VARIABLE EXPENSES	**$5,801**	**$5,220**	**$4,640**	**$4,060**	**$3,480**	**$2,900**
NET PROFIT	**$52,918**	**$42,407**	**$31,896**	**$21,385**	**$10,873**	**$362**

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Reception M&G	**75**		**35**		**40**	**$50.00**
Orchestra Pit	**35**		**5**		**30**	**$140.00**
VIP	**470**		**15**		**455**	**$88.00**
Premium	**220**		**0**		**220**	**$75.00**
Premium 2	**310**		**20**		**290**	**$64.00**
General Admission	**120**		0		**120**	**$50.00**
General Admission 2	**64**		0		**64**	**$37.00**
	1219			**Total Available**	**1179**	$74.36 Average

TICKET REVENUE		**100%**	**90%**	**80%**	**70%**	**60%**	**50%**
Reception M&G		$2,000	$1,800	$1,600	$1,400	$1,200	$1,000
Orchestra Pit		$4,200	$3,780	$3,360	$2,940	$2,520	$2,100
VIP		$40,040	$36,036	$32,032	$28,028	$24,024	$20,020
Premium		$16,500	$14,850	$13,200	$11,550	$9,900	$8,250
Premium 2		$18,560	$16,704	$14,848	$12,992	$11,136	$9,280
General Admission		$6,000	$5,400	$4,800	$4,200	$3,600	$3,000
General Admission 2		$2,368	$2,131	$1,894	$1,658	$1,421	$1,184
	Ticket total	**$89,668**	**$80,701**	**$71,734**	**$62,768**	**$53,801**	**$44,834**
Historic Preservation Fee + Boxoffice Fee	**$5.00 per ticket sold**	$6,095.00	$5,485.50	$4,876.00	$4,266.50	$3,657.00	$3,047.50
BAR/CONCESSION REVENUE							
Based on sales per seat	**$17.00**	$20,000	$18,000	$16,000	$14,000	$12,000	$10,000
MERCHANDISE REVENUE							
Based on split % @ $20/person	**0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		**$115,763**	**$104,187**	**$92,610**	**$81,034**	**$69,458**	**$57,882**

EXPENSES:	100%	90%	80%	70%	60%	50%

FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$6,500		$6,500	$6,500	$6,500	$6,500	$6,500	$6,500
Venue Staff	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$1,344		$1,344	$1,344	$1,344	$1,344	$1,344	$1,344
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$2,500	TBD	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
F&B (M&G Reception)	$1,500		$1,500	$1,350	$1,200	$1,050	$900	$750
COGS	$3,350	$3.50 per drink sold	$3,350	$3,015	$2,680	$2,345	$2,010	$1,675
Bar Staffing	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Production Staff	$2,500	Stagehands	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Stage Equipment rental	$2,500	Sound/Lights	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$200		$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
Artist Fixed Cost	$30,000		$30,000	$30,000	$30,000	$30,000	$30,000	$30,000
Artist Hotel	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Artist Transportation	$800		$800	$800	$800	$800	$800	$800
Artist Airfare	$1,200		$1,200	$1,200	$1,200	$1,200	$1,200	$1,200
Total Fixed Costs	$57,044		$57,044	$56,559	$56,074	$55,589	$55,104	$54,619
VARIABLE COSTS								
Credit Card Fee's	3.50%		$3,138	$2,825	$2,511	$2,197	$1,883	$1,569
SESAC	0.02%		$18	$16	$14	$13	$11	$9
ASCAP/BMI	0.23%		$206	$186	$165	$144	$124	$103
Insurance	$2.00 Per person		$2,438	$2,194	$1,950	$1,707	$1,463	$1,219
TOTAL VARIABLE EXPENSE			$5,801	$5,220	$4,640	$4,060	$3,480	$2,900
TOTAL EXPENSES			$62,845	$61,779	$60,714	$59,649	$58,584	$57,519
NET PROFIT TO RMG			**$52,918**	**$42,407**	**$31,896**	**$21,385**	**$10,873**	**$362**

ARTIST VARIABLE CALC							
$30,000	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$89,668	$80,701	$71,734	$62,768	$53,801	$44,834
	LESS ALL EXP -COGS	$56,832	$56,369	$55,905	$55,441	$54,977	$54,513
	Revenue for Variable Calculation	$32,836	$24,333	$15,830	$7,327	-$1,176	-$9,679
	Variable Revenue	$2,836	$0	$0	$0	$0	$0
	Artist Portion of Variable Revenue	$0	$0	$0	$0	$0	$0

ARTIST TOTAL COST						
Fixed	$36,000	$36,000	$36,000	$36,000	$36,000	$36,000
Variable	$0	$0	$0	$0	$0	$0
Total Artist Cost	$36,000	$36,000	$36,000	$36,000	$36,000	$36,000

TODAY'S DATE:	DATE	**VENUE:**	Sunrise Theatre	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	1	**HEADLINER:**	Rachael Bay Jones	**OFFER EXPIRATION DATE:**	
FROM:					
PHONE:					
TERMS:	$30,000 Guarantee. Total possible payout: $30,000				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$89,668	$80,701	$71,734	$62,768	$53,801	$44,834
BAR/CONCESSION REVENUE	$20,000	$18,000	$16,000	$14,000	$12,000	$10,000
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$115,763	$104,187	$92,610	$81,034	$69,458	$57,882
TOTAL FIXED EXPENSES	$57,044	$56,559	$56,074	$55,589	$55,104	$54,619
TOTAL VARIABLE EXPENSES	$5,801	$5,220	$4,640	$4,060	$3,480	$2,900
NET PROFIT	$52,918	$42,407	$31,896	$21,385	$10,873	$362

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Reception M&G	75		35		40	$50.00
Orchestra Pit	35		5		30	$140.00
VIP	470		15		455	$88.00
Premium	220		0		220	$75.00
Premium 2	310		20		290	$64.00
General Admission	120		0		120	$50.00
General Admission 2	64		0		64	$37.00
	1219			**Total Available**	1179	$74.36 Average

TICKET REVENUE		100%	90%	80%	70%	60%	50%
Reception M&G		$2,000	$1,800	$1,600	$1,400	$1,200	$1,000
Orchestra Pit		$4,200	$3,780	$3,360	$2,940	$2,520	$2,100
VIP		$40,040	$36,036	$32,032	$28,028	$24,024	$20,020
Premium		$16,500	$14,850	$13,200	$11,550	$9,900	$8,250
Premium 2		$18,560	$16,704	$14,848	$12,992	$11,136	$9,280
General Admission		$6,000	$5,400	$4,800	$4,200	$3,600	$3,000
General Admission 2		$2,368	$2,131	$1,894	$1,658	$1,421	$1,184
	Ticket total	**$89,668**	**$80,701**	**$71,734**	**$62,768**	**$53,801**	**$44,834**
Historic Preservation Fee + Boxoffice Fee	**$5.00 per ticket sold**	$6,095.00	$5,485.50	$4,876.00	$4,266.50	$3,657.00	$3,047.50
BAR/CONCESSION REVENUE							
Based on sales per seat	**$17.00**	$20,000	$18,000	$16,000	$14,000	$12,000	$10,000
MERCHANDISE REVENUE							
Based on split % @ $20/person	**0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		**$115,763**	**$104,187**	**$92,610**	**$81,034**	**$69,458**	**$57,882**

EXPENSES:	100%	90%	80%	70%	60%	50%

FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$6,500		$6,500	$6,500	$6,500	$6,500	$6,500	$6,500
Venue Staff	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$1,344		$1,344	$1,344	$1,344	$1,344	$1,344	$1,344
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$2,500	TBD	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
F&B (M&G Reception)	$1,500		$1,500	$1,350	$1,200	$1,050	$900	$750
COGS	$3,350	$3.50 per drink sold	$3,350	$3,015	$2,680	$2,345	$2,010	$1,675
Bar Staffing	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Production Staff	$2,500	Stagehands	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Stage Equipment rental	$2,500	Sound/Lights	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$200		$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
Artist Fixed Cost	$30,000		$30,000	$30,000	$30,000	$30,000	$30,000	$30,000
Artist Hotel	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Artist Transportation	$800		$800	$800	$800	$800	$800	$800
Artist Airfare	$1,200		$1,200	$1,200	$1,200	$1,200	$1,200	$1,200
Total Fixed Costs	$57,044		$57,044	$56,559	$56,074	$55,589	$55,104	$54,619
VARIABLE COSTS								
Credit Card Fee's	3.50%		$3,138	$2,825	$2,511	$2,197	$1,883	$1,569
SESAC	0.02%		$18	$16	$14	$13	$11	$9
ASCAP/BMI	0.23%		$206	$186	$165	$144	$124	$103
Insurance	$2.00 Per person		$2,438	$2,194	$1,950	$1,707	$1,463	$1,219
TOTAL VARIABLE EXPENSE			$5,801	$5,220	$4,640	$4,060	$3,480	$2,900
TOTAL EXPENSES			$62,845	$61,779	$60,714	$59,649	$58,584	$57,519
NET PROFIT TO RMG			**$52,918**	**$42,407**	**$31,896**	**$21,385**	**$10,873**	**$362**

ARTIST VARIABLE CALC							
$30,000	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$89,668	$80,701	$71,734	$62,768	$53,801	$44,834
	LESS ALL EXP -COGS	$56,832	$56,369	$55,905	$55,441	$54,977	$54,513
	Revenue for Variable Calculation	$32,836	$24,333	$15,830	$7,327	-$1,176	-$9,679
	Variable Revenue	$2,836	$0	$0	$0	$0	$0
	Artist Portion of Variable Revenue	$0	$0	$0	$0	$0	$0

ARTIST TOTAL COST						
Fixed	$36,000	$36,000	$36,000	$36,000	$36,000	$36,000
Variable	$0	$0	$0	$0	$0	$0
Total Artist Cost	$36,000	$36,000	$36,000	$36,000	$36,000	$36,000

TODAY'S DATE:	DATE	**VENUE:**	Sunrise Theatre	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	1	**HEADLINER:**	Rufus Wainright	**OFFER EXPIRATION DATE:**	
FROM:					
PHONE:					
TERMS:	$15,000 Guarantee VS 85% of Gross reciepts. Total possible payout: $21,607				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$76,468	$68,821	$61,174	$53,528	$45,881	$38,234
BAR/CONCESSION REVENUE	$17,600	$15,800	$14,100	$12,300	$10,600	$8,800
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$100,163	$90,107	$80,150	$70,094	$60,138	$50,082
TOTAL FIXED EXPENSES	$45,742	$45,242	$44,742	$44,242	$43,742	$43,242
TOTAL VARIABLE EXPENSES	$5,306	$4,775	$4,244	$3,714	$3,183	$2,653
NET PROFIT	$27,508	$24,106	$16,164	$7,138	-$10,019	-$12,524

REVENUE:

TICKET SALES	CAPACITY	AVAILABLE	COMPS		SELLABLE	PRICE
Reception M&G	40		10		30	$50.00
Orchestra Pit	35		5		30	$110.00
VIP	470		20		450	$75.00
Premium	220		10		210	$65.00
Premium 2	310		10		300	$55.00
General Admission	120		0		120	$45.00
General Admission 2	64		0		64	$37.00
	1219			Total Available	1174	$63.86 Average

TICKET REVENUE		100%	90%	80%	70%	60%	50%
Reception M&G		$1,500	$1,350	$1,200	$1,050	$900	$750
Orchestra Pit		$3,300	$2,970	$2,640	$2,310	$1,980	$1,650
VIP		$33,750	$30,375	$27,000	$23,625	$20,250	$16,875
Premium		$13,650	$12,285	$10,920	$9,555	$8,190	$6,825
Premium 2		$16,500	$14,850	$13,200	$11,550	$9,900	$8,250
General Admission		$5,400	$4,860	$4,320	$3,780	$3,240	$2,700
General Admission 2		$2,368	$2,131	$1,894	$1,658	$1,421	$1,184
	Ticket total	$76,468	$68,821	$61,174	$53,528	$45,881	$38,234
Historic Preservation Fee + Boxoffice Fee	$5.00 per ticket sold	$6,095.00	$5,485.50	$4,876.00	$4,266.50	$3,657.00	$3,047.50
BAR/CONCESSION REVENUE							
Based on sales per seat	$15.00	$17,600	$15,800	$14,100	$12,300	$10,600	$8,800
MERCHANDISE REVENUE							
Based on split % @ $20/person	0%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		$100,163	$90,107	$80,150	$70,094	$60,138	$50,082

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$8,500		$8,500	$8,500	$8,500	$8,500	$8,500	$8,500
Venue Staff	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$1,792		$1,792	$1,792	$1,792	$1,792	$1,792	$1,792
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$3,500	TBD	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500
F&B (M&G Reception)	$2,500		$2,500	$2,250	$2,000	$1,750	$1,500	$1,250
COGS	$2,500	$3.50 per drink sold	$2,500	$2,250	$2,000	$1,750	$1,500	$1,250
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$2,100	Stagehands	$2,100	$2,100	$2,100	$2,100	$2,100	$2,100
Stage Equipment rental	$2,500	Sound/Lights	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$200		$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
Artist Cost	$15,000		$15,000	$15,000	$15,000	$15,000	$15,000	$15,000
Artist Hotel	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Artist Transportation	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Artist Airfare	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Total Fixed Costs	$45,742		$45,742	$45,242	$44,742	$44,242	$43,742	$43,242
VARIABLE COSTS								
Credit Card Fee's	3.50%		$2,676	$2,409	$2,141	$1,873	$1,606	$1,338
SESAC	0.02%		$15	$14	$12	$11	$9	$8
ASCAP/BMI	0.23%		$176	$158	$141	$123	$106	$88
Insurance	$2.00 Per person		$2,438	$2,194	$1,950	$1,707	$1,463	$1,219
TOTAL VARIABLE EXPENSE			$5,306	$4,775	$4,244	$3,714	$3,183	$2,653
TOTAL EXPENSES			$51,048	$50,017	$48,986	$47,956	$46,925	$45,895
NET PROFIT TO RMG			**$49,115**	**$40,090**	**$31,164**	**$22,138**	**$13,212**	**$4,187**

ARTIST VARIABLE CALC							
$15,000	85%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$76,468	$68,821	$61,174	$53,528	$45,881	$38,234
	LESS ALL EXP	$51,048	$50,017	$48,986	$47,956	$46,925	$45,895
	Revenue for Variable Calculation	$25,420	$18,804	$12,188	$5,572	-$1,045	-$7,661

ARTIST TOTAL COST						
Guarantee	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000
Variable	$21,607	$15,984	$10,360	$4,736	-$888	-$6,512
Total Artist Cost	$21,607	$15,984	$15,000	$15,000	$23,231	$16,711

TODAY'S DATE:	DATE	**VENUE:**	Sunrise Theatre	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	1	**HEADLINER:**	Seether	**OFFER EXPIRATION DATE:**	
FROM:					
PHONE:					
TERMS:	$15,000 Guarantee VS 85% of Gross reciepts. Total possible payout: $19,370				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$72,590	$65,331	$58,072	$50,813	$43,554	$36,295
BAR/CONCESSION REVENUE	$23,600	$21,200	$18,900	$16,500	$14,100	$11,800
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$102,285	$92,017	$81,848	$71,580	$61,311	$51,143
TOTAL FIXED EXPENSES	$44,642	$44,042	$43,442	$42,842	$42,242	$41,642
TOTAL VARIABLE EXPENSES	$5,160	$4,644	$4,128	$3,612	$3,096	$2,580
NET PROFIT	$33,113	$28,330	$19,278	$10,125	$973	-$8,080

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Reception M&G	40		10		30	$50.00
Orchestra Pit	35		0		35	$90.00
VIP	470		20		450	$75.00
Premium	220		10		210	$55.00
Premium 2	310		10		300	$50.00
General Admission	120		0		120	$45.00
General Admission 2	64		0		64	$35.00
	1219			**Total Available**	1179	$60.30 Average

TICKET REVENUE		100%	90%	80%	70%	60%	50%
Reception M&G		$1,500	$1,350	$1,200	$1,050	$900	$750
Orchestra Pit		$3,150	$2,835	$2,520	$2,205	$1,890	$1,575
VIP		$33,750	$30,375	$27,000	$23,625	$20,250	$16,875
Premium		$11,550	$10,395	$9,240	$8,085	$6,930	$5,775
Premium 2		$15,000	$13,500	$12,000	$10,500	$9,000	$7,500
General Admission		$5,400	$4,860	$4,320	$3,780	$3,240	$2,700
General Admission 2		$2,240	$2,016	$1,792	$1,568	$1,344	$1,120
	Ticket total	$72,590	$65,331	$58,072	$50,813	$43,554	$36,295
Historic Preservation Fee + Boxoffice Fee	**$5.00 per ticket sold**	$6,095.00	$5,485.50	$4,876.00	$4,266.50	$3,657.00	$3,047.50
BAR/CONCESSION REVENUE							
Based on sales per seat	**$20.00**	$23,600	$21,200	$18,900	$16,500	$14,100	$11,800
MERCHANDISE REVENUE							
Based on split % @ $20/person	**0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		$102,285	$92,017	$81,848	$71,580	$61,311	$51,143

EXPENSES:	100%	90%	80%	70%	60%	50%

FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$6,500		$6,500	$6,500	$6,500	$6,500	$6,500	$6,500
Venue Staff	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$1,792		$1,792	$1,792	$1,792	$1,792	$1,792	$1,792
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$2,500	TBD	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
F&B (M&G Reception)	$2,500		$2,500	$2,250	$2,000	$1,750	$1,500	$1,250
COGS	$3,500	$3.50 per drink sold	$3,500	$3,150	$2,800	$2,450	$2,100	$1,750
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$2,500	Stagehands	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Stage Equipment rental	$2,500	Sound/Lights	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Backline Rental	$4,200		$4,200	$4,200	$4,200	$4,200	$4,200	$4,200
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$15,000		$15,000	$15,000	$15,000	$15,000	$15,000	$15,000
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$44,642		$44,642	$44,042	$43,442	$42,842	$42,242	$41,642
VARIABLE COSTS								
Credit Card Fee's	3.50%		$2,541	$2,287	$2,033	$1,778	$1,524	$1,270
SESAC	0.02%		$15	$13	$12	$10	$9	$7
ASCAP/BMI	0.23%		$167	$150	$134	$117	$100	$83
Insurance	$2.00 Per person		$2,438	$2,194	$1,950	$1,707	$1,463	$1,219
TOTAL VARIABLE EXPENSE			$5,160	$4,644	$4,128	$3,612	$3,096	$2,580
TOTAL EXPENSES			$49,802	$48,686	$47,570	$46,454	$45,338	$44,222
NET PROFIT TO RMG			**$52,483**	**$43,330**	**$34,278**	**$25,125**	**$15,973**	**$6,920**

ARTIST VARIABLE CALC							
$15,000	85%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$72,590	$65,331	$58,072	$50,813	$43,554	$36,295
	LESS ALL EXP	$49,802	$48,686	$47,570	$46,454	$45,338	$44,222
	Revenue for Variable Calculation	$22,788	$16,645	$10,502	$4,359	-$1,784	-$7,927

ARTIST TOTAL COST						
Guarantee	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000
Variable	$19,370	$14,148	$8,927	$3,705	-$1,516	-$6,738
Total Artist Cost	$19,370	$15,000	$15,000	$15,000	$15,000	$15,000

TODAY'S DATE:	DATE	**VENUE:**	Sunrise Theatre	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	1	**HEADLINER:**	**Shoshanna Bean**	**OFFER EXPIRATION DATE:**	
FROM:					
PHONE:					
TERMS:	$30,000 Guarantee. Total possible payout: $30,000				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	**$89,668**	**$80,701**	**$71,734**	**$62,768**	**$53,801**	**$44,834**
BAR/CONCESSION REVENUE	**$20,000**	**$18,000**	**$16,000**	**$14,000**	**$12,000**	**$10,000**
MERCHANDISE REVENUE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL REVENUE	**$115,763**	**$104,187**	**$92,610**	**$81,034**	**$69,458**	**$57,882**
TOTAL FIXED EXPENSES	**$57,044**	**$56,559**	**$56,074**	**$55,589**	**$55,104**	**$54,619**
TOTAL VARIABLE EXPENSES	**$5,801**	**$5,220**	**$4,640**	**$4,060**	**$3,480**	**$2,900**
NET PROFIT	**$52,918**	**$42,407**	**$31,896**	**$21,385**	**$10,873**	**$362**

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Reception M&G	**75**		**35**		**40**	**$50.00**
Orchestra Pit	**35**		**5**		**30**	**$140.00**
VIP	**470**		**15**		**455**	**$88.00**
Premium	**220**		**0**		**220**	**$75.00**
Premium 2	**310**		**20**		**290**	**$64.00**
General Admission	**120**		0		**120**	**$50.00**
General Admission 2	**64**		0		**64**	**$37.00**
	1219			**Total Available**	**1179**	$74.36 Average

TICKET REVENUE		**100%**	**90%**	**80%**	**70%**	**60%**	**50%**
Reception M&G		$2,000	$1,800	$1,600	$1,400	$1,200	$1,000
Orchestra Pit		$4,200	$3,780	$3,360	$2,940	$2,520	$2,100
VIP		$40,040	$36,036	$32,032	$28,028	$24,024	$20,020
Premium		$16,500	$14,850	$13,200	$11,550	$9,900	$8,250
Premium 2		$18,560	$16,704	$14,848	$12,992	$11,136	$9,280
General Admission		$6,000	$5,400	$4,800	$4,200	$3,600	$3,000
General Admission 2		$2,368	$2,131	$1,894	$1,658	$1,421	$1,184
	Ticket total	**$89,668**	**$80,701**	**$71,734**	**$62,768**	**$53,801**	**$44,834**
Historic Preservation Fee + Boxoffice Fee	**$5.00 per ticket sold**	$6,095.00	$5,485.50	$4,876.00	$4,266.50	$3,657.00	$3,047.50
BAR/CONCESSION REVENUE							
Based on sales per seat	**$17.00**	$20,000	$18,000	$16,000	$14,000	$12,000	$10,000
MERCHANDISE REVENUE							
Based on split % @ $20/person	**0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		**$115,763**	**$104,187**	**$92,610**	**$81,034**	**$69,458**	**$57,882**

EXPENSES:	100%	90%	80%	70%	60%	50%

FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$6,500		$6,500	$6,500	$6,500	$6,500	$6,500	$6,500
Venue Staff	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$1,344		$1,344	$1,344	$1,344	$1,344	$1,344	$1,344
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$2,500	TBD	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
F&B (M&G Reception)	$1,500		$1,500	$1,350	$1,200	$1,050	$900	$750
COGS	$3,350	$3.50 per drink sold	$3,350	$3,015	$2,680	$2,345	$2,010	$1,675
Bar Staffing	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Production Staff	$2,500	Stagehands	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Stage Equipment rental	$2,500	Sound/Lights	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$200		$200.00	$200.00	$200.00	$200.00	$200.00	$200.00
Artist Fixed Cost	$30,000		$30,000	$30,000	$30,000	$30,000	$30,000	$30,000
Artist Hotel	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Artist Transportation	$800		$800	$800	$800	$800	$800	$800
Artist Airfare	$1,200		$1,200	$1,200	$1,200	$1,200	$1,200	$1,200
Total Fixed Costs	$57,044		$57,044	$56,559	$56,074	$55,589	$55,104	$54,619
VARIABLE COSTS								
Credit Card Fee's	3.50%		$3,138	$2,825	$2,511	$2,197	$1,883	$1,569
SESAC	0.02%		$18	$16	$14	$13	$11	$9
ASCAP/BMI	0.23%		$206	$186	$165	$144	$124	$103
Insurance	$2.00 Per person		$2,438	$2,194	$1,950	$1,707	$1,463	$1,219
TOTAL VARIABLE EXPENSE			$5,801	$5,220	$4,640	$4,060	$3,480	$2,900
TOTAL EXPENSES			$62,845	$61,779	$60,714	$59,649	$58,584	$57,519
NET PROFIT TO RMG			**$52,918**	**$42,407**	**$31,896**	**$21,385**	**$10,873**	**$362**

ARTIST VARIABLE CALC							
$30,000	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$89,668	$80,701	$71,734	$62,768	$53,801	$44,834
	LESS ALL EXP -COGS	$56,832	$56,369	$55,905	$55,441	$54,977	$54,513
	Revenue for Variable Calculation	$32,836	$24,333	$15,830	$7,327	-$1,176	-$9,679
	Variable Revenue	$2,836	$0	$0	$0	$0	$0
	Artist Portion of Variable Revenue	$0	$0	$0	$0	$0	$0

ARTIST TOTAL COST						
Fixed	$36,000	$36,000	$36,000	$36,000	$36,000	$36,000
Variable	$0	$0	$0	$0	$0	$0
Total Artist Cost	$36,000	$36,000	$36,000	$36,000	$36,000	$36,000

TODAY'S DATE:	DATE	**VENUE:**	Sunrise Theatre	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	1	**HEADLINER:**	**Smith & Myers**	**OFFER EXPIRATION DATE:**	
FROM:					
PHONE:					
TERMS:	$20,000 Guarantee VS 85% of Gross reciepts. Total possible payout: $24,228				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$85,020	$76,518	$68,016	$59,514	$51,012	$42,510
BAR/CONCESSION REVENUE	$35,200	$31,700	$28,200	$24,700	$21,100	$17,600
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$126,315	$113,704	$101,092	$88,481	$75,769	$63,158
TOTAL FIXED EXPENSES	$50,890	$50,290	$49,690	$49,090	$48,490	$47,890
TOTAL VARIABLE EXPENSES	$5,626	$5,064	$4,501	$3,938	$3,376	$2,813
NET PROFIT	$45,571	$38,350	$26,901	$15,452	$672	-$4,257

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Reception M&G	40		10		30	$50.00
Orchestra Pit	35		5		30	$120.00
VIP	470		20		450	$85.00
Premium	220		10		210	$75.00
Premium 2	310		10		300	$60.00
General Admission	120		0		120	$50.00
General Admission 2	64		0		64	$30.00
	1219			**Total Available**	1174	$71.14 Average

TICKET REVENUE		100%	90%	80%	70%	60%	50%
Reception M&G		$1,500	$1,350	$1,200	$1,050	$900	$750
Orchestra Pit		$3,600	$3,240	$2,880	$2,520	$2,160	$1,800
VIP		$38,250	$34,425	$30,600	$26,775	$22,950	$19,125
Premium		$15,750	$14,175	$12,600	$11,025	$9,450	$7,875
Premium 2		$18,000	$16,200	$14,400	$12,600	$10,800	$9,000
General Admission		$6,000	$5,400	$4,800	$4,200	$3,600	$3,000
General Admission 2		$1,920	$1,728	$1,536	$1,344	$1,152	$960
	Ticket total	**$85,020**	**$76,518**	**$68,016**	**$59,514**	**$51,012**	**$42,510**
Historic Preservation Fee + Boxoffice Fee	**$5.00 per ticket sold**	$6,095.00	$5,485.50	$4,876.00	$4,266.50	$3,657.00	$3,047.50
BAR/CONCESSION REVENUE							
Based on sales per seat	**$30.00**	$35,200	$31,700	$28,200	$24,700	$21,100	$17,600
MERCHANDISE REVENUE							
Based on split % @ $20/person	**0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		**$126,315**	**$113,704**	**$101,092**	**$88,481**	**$75,769**	**$63,158**

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$8,500		$8,500	$8,500	$8,500	$8,500	$8,500	$8,500
Venue Staff	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$2,240		$2,240	$2,240	$2,240	$2,240	$2,240	$2,240
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$2,500	TBD	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
F&B (M&G Reception)	$2,500		$2,500	$2,250	$2,000	$1,750	$1,500	$1,250
COGS	$3,500	$3.50 per drink sold	$3,500	$3,150	$2,800	$2,450	$2,100	$1,750
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$3,000	Stagehands	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000
Stage Equipment rental	$2,500	Sound/Lights	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Backline Rental	$2,500		$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$20,000		$20,000	$20,000	$20,000	$20,000	$20,000	$20,000
Artist Hotel	$0		$0	$0	$0	$0	$0	$0
Artist Transportation	$0		$0	$0	$0	$0	$0	$0
Artist Airfare	$0		$0	$0	$0	$0	$0	$0
Total Fixed Costs	$50,890		$50,890	$50,290	$49,690	$49,090	$48,490	$47,890
VARIABLE COSTS								
Credit Card Fee's	3.50%		$2,976	$2,678	$2,381	$2,083	$1,785	$1,488
SESAC	0.02%		$17	$15	$14	$12	$10	$9
ASCAP/BMI	0.23%		$196	$176	$156	$137	$117	$98
Insurance	$2.00 Per person		$2,438	$2,194	$1,950	$1,707	$1,463	$1,219
TOTAL VARIABLE EXPENSE			$5,626	$5,064	$4,501	$3,938	$3,376	$2,813
TOTAL EXPENSES			$56,516	$55,354	$54,191	$53,028	$51,866	$50,703
NET PROFIT TO RMG			**$69,799**	**$58,350**	**$46,901**	**$35,452**	**$23,903**	**$12,454**

ARTIST VARIABLE CALC							
$20,000	85%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$85,020	$76,518	$68,016	$59,514	$51,012	$42,510
	LESS ALL EXP	$56,516	$55,354	$54,191	$53,028	$51,866	$50,703
	Revenue for Variable Calculation	$28,504	$21,164	$13,825	$6,486	-$854	-$8,193

ARTIST TOTAL COST						
Guarantee	$20,000	$20,000	$20,000	$20,000	$20,000	$20,000
Variable	$24,228	$17,990	$11,751	$5,513	-$726	-$6,964
Total Artist Cost	$24,228	$20,000	$20,000	$20,000	$23,231	$16,711

TODAY'S DATE:	DATE	**VENUE:**	Sunrise Theatre	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	1	**HEADLINER:**	St Paul & The Broken Bones	**OFFER EXPIRATION DATE:**	
FROM:					
PHONE:					
TERMS:	$15,000 Guarantee VS 85% of Gross reciepts. Total possible payout: $30,484				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$87,268	$78,541	$69,814	$61,088	$52,361	$43,634
BAR/CONCESSION REVENUE	$29,400	$26,400	$23,500	$20,500	$17,600	$14,700
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$122,763	$110,427	$98,190	$85,854	$73,618	$61,382
TOTAL FIXED EXPENSES	$45,694	$45,194	$44,694	$44,194	$43,694	$43,194
TOTAL VARIABLE EXPENSES	$5,711	$5,139	$4,568	$3,997	$3,426	$2,855
NET PROFIT	$40,875	$36,117	$31,459	$22,663	$3,266	-$1,379

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Reception M&G	40		10		30	$50.00
Orchestra Pit	35		5		30	$95.00
VIP	470		20		450	$88.00
Premium	220		10		210	$75.00
Premium 2	310		10		300	$64.00
General Admission	120		0		120	$50.00
General Admission 2	64		0		64	$37.00
	1219			**Total Available**	1174	$73.06 Average

TICKET REVENUE		100%	90%	80%	70%	60%	50%
Reception M&G		$1,500	$1,350	$1,200	$1,050	$900	$750
Orchestra Pit		$2,850	$2,565	$2,280	$1,995	$1,710	$1,425
VIP		$39,600	$35,640	$31,680	$27,720	$23,760	$19,800
Premium		$15,750	$14,175	$12,600	$11,025	$9,450	$7,875
Premium 2		$19,200	$17,280	$15,360	$13,440	$11,520	$9,600
General Admission		$6,000	$5,400	$4,800	$4,200	$3,600	$3,000
General Admission 2		$2,368	$2,131	$1,894	$1,658	$1,421	$1,184
	Ticket total	**$87,268**	**$78,541**	**$69,814**	**$61,088**	**$52,361**	**$43,634**
Historic Preservation Fee + Boxoffice Fee	**$5.00 per ticket sold**	$6,095.00	$5,485.50	$4,876.00	$4,266.50	$3,657.00	$3,047.50
BAR/CONCESSION REVENUE							
Based on sales per seat	**$25.00**	$29,400	$26,400	$23,500	$20,500	$17,600	$14,700
MERCHANDISE REVENUE							
Based on split % @ $20/person	**0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		**$122,763**	**$110,427**	**$98,190**	**$85,854**	**$73,618**	**$61,382**

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$8,500		$8,500	$8,500	$8,500	$8,500	$8,500	$8,500
Venue Staff	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$1,344		$1,344	$1,344	$1,344	$1,344	$1,344	$1,344
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$2,500	TBD	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
F&B (M&G Reception)	$1,500		$1,500	$1,350	$1,200	$1,050	$900	$750
COGS	$3,500	$3.50 per drink sold	$3,500	$3,150	$2,800	$2,450	$2,100	$1,750
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$3,000	Stagehands	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000
Stage Equipment rental	$2,500	Sound/Lights	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Backline Rental	$4,200		$4,200	$4,200	$4,200	$4,200	$4,200	$4,200
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$15,000		$15,000	$15,000	$15,000	$15,000	$15,000	$15,000
Artist Hotel	$0							
Artist Transportation	$0							
Artist Airfare	$0							
Total Fixed Costs	$45,694		$45,694	$45,194	$44,694	$44,194	$43,694	$43,194
VARIABLE COSTS								
Credit Card Fee's	3.50%		$3,054	$2,749	$2,444	$2,138	$1,833	$1,527
SESAC	0.02%		$17	$16	$14	$12	$10	$9
ASCAP/BMI	0.23%		$201	$181	$161	$141	$120	$100
Insurance	$2.00 Per person		$2,438	$2,194	$1,950	$1,707	$1,463	$1,219
TOTAL VARIABLE EXPENSE			$5,711	$5,139	$4,568	$3,997	$3,426	$2,855
TOTAL EXPENSES			$51,405	$50,333	$49,262	$48,191	$47,120	$46,049
NET PROFIT TO RMG			**$71,358**	**$60,093**	**$48,928**	**$37,663**	**$26,497**	**$15,332**

ARTIST VARIABLE CALC

$15,000	85%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$87,268	$78,541	$69,814	$61,088	$52,361	$43,634
	LESS ALL EXP	$51,405	$50,333	$49,262	$48,191	$47,120	$46,049
	Revenue for Variable Calculation	$35,863	$28,208	$20,552	$12,896	$5,240	-$2,415

ARTIST TOTAL COST							
Guarantee	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000
Variable	$30,484	$23,977	$17,469	$10,962	$4,454	-$2,053	
Total Artist Cost	$30,484	$23,977	$17,469	$15,000	$23,231	$16,711	

TODAY'S DATE:	DATE	**VENUE:**	Sunrise Theatre	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	1	**HEADLINER:**	**Stephen Marley**	**OFFER EXPIRATION DATE:**	
FROM:					
PHONE:					
TERMS:	$10,000 Guarantee VS 85% of Gross reciepts. Total possible payout: $32,017				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$87,268	$78,541	$69,814	$61,088	$52,361	$43,634
BAR/CONCESSION REVENUE	$29,400	$26,400	$23,500	$20,500	$17,600	$14,700
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$122,763	$110,427	$98,190	$85,854	$73,618	$61,382
TOTAL FIXED EXPENSES	$43,890	$43,290	$42,690	$42,090	$41,490	$40,890
TOTAL VARIABLE EXPENSES	$5,711	$5,139	$4,568	$3,997	$3,426	$2,855
NET PROFIT	$41,145	$36,402	$31,759	$27,017	$5,470	$925

REVENUE:

TICKET SALES	CAPACITY	AVAILABLE	COMPS		SELLABLE	PRICE
Reception M&G	40		10		30	$50.00
Orchestra Pit	35		5		30	$95.00
VIP	470		20		450	$88.00
Premium	220		10		210	$75.00
Premium 2	310		10		300	$64.00
General Admission	120		0		120	$50.00
General Admission 2	64		0		64	$37.00
	1219			Total Available	1174	$73.06 Average

TICKET REVENUE		100%	90%	80%	70%	60%	50%
Reception M&G		$1,500	$1,350	$1,200	$1,050	$900	$750
Orchestra Pit		$2,850	$2,565	$2,280	$1,995	$1,710	$1,425
VIP		$39,600	$35,640	$31,680	$27,720	$23,760	$19,800
Premium		$15,750	$14,175	$12,600	$11,025	$9,450	$7,875
Premium 2		$19,200	$17,280	$15,360	$13,440	$11,520	$9,600
General Admission		$6,000	$5,400	$4,800	$4,200	$3,600	$3,000
General Admission 2		$2,368	$2,131	$1,894	$1,658	$1,421	$1,184
	Ticket total	$87,268	$78,541	$69,814	$61,088	$52,361	$43,634
Historic Preservation Fee + Boxoffice Fee	$5.00 per ticket sold	$6,095.00	$5,485.50	$4,876.00	$4,266.50	$3,657.00	$3,047.50
BAR/CONCESSION REVENUE Based on sales per seat	$25.00	$29,400	$26,400	$23,500	$20,500	$17,600	$14,700
MERCHANDISE REVENUE Based on split % @ $20/person	0%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		$122,763	$110,427	$98,190	$85,854	$73,618	$61,382

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$8,500		$8,500	$8,500	$8,500	$8,500	$8,500	$8,500
Venue Staff	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$2,240		$2,240	$2,240	$2,240	$2,240	$2,240	$2,240
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$3,500	TBD	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500
F&B (M&G Reception)	$2,500		$2,500	$2,250	$2,000	$1,750	$1,500	$1,250
COGS	$3,500	$3.50 per drink sold	$3,500	$3,150	$2,800	$2,450	$2,100	$1,750
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$3,000	Stagehands	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000
Stage Equipment rental	$2,500	Sound/Lights	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Backline Rental	$4,500		$4,500	$4,500	$4,500	$4,500	$4,500	$4,500
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$10,000		$10,000	$10,000	$10,000	$10,000	$10,000	$10,000
Artist Hotel	$0							
Artist Transportation	$0							
Artist Airfare	$0							
Total Fixed Costs	$43,890		$43,890	$43,290	$42,690	$42,090	$41,490	$40,890
VARIABLE COSTS								
Credit Card Fee's	3.50%		$3,054	$2,749	$2,444	$2,138	$1,833	$1,527
SESAC	0.02%		$17	$16	$14	$12	$10	$9
ASCAP/BMI	0.23%		$201	$181	$161	$141	$120	$100
Insurance	$2.00 Per person		$2,438	$2,194	$1,950	$1,707	$1,463	$1,219
TOTAL VARIABLE EXPENSE			$5,711	$5,139	$4,568	$3,997	$3,426	$2,855
TOTAL EXPENSES			$49,601	$48,429	$47,258	$46,087	$44,916	$43,745
NET PROFIT TO RMG			**$73,162**	**$61,997**	**$50,932**	**$39,767**	**$28,701**	**$17,636**

ARTIST VARIABLE CALC		100%	90%	80%	70%	60%	50%
$10,000	85%						
	TICKET REVENUE	$87,268	$78,541	$69,814	$61,088	$52,361	$43,634
	LESS ALL EXP	$49,601	$48,429	$47,258	$46,087	$44,916	$43,745
	Revenue for Variable Calculation	$37,667	$30,112	$22,556	$15,000	$7,444	-$111

ARTIST TOTAL COST							
Guarantee	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000	$10,000
Variable	$32,017	$25,595	$19,173	$12,750	$6,328	-$95
Total Artist Cost	$32,017	$25,595	$19,173	$12,750	$23,231	$16,711

TODAY'S DATE:	DATE	**VENUE:**	Black Box	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	2	**HEADLINER:**	Summer of Seltzer	**OFFER EXPIRATION DATE:**	
FROM:	4-7p; 8-11pm				
PHONE:					
TERMS:	$0 Guarantee VS 85% of Gross reciepts. Total possible payout: $0				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$18,850	$16,965	$15,080	$13,195	$11,310	$9,425
BAR/CONCESSION REVENUE	$5,300	$4,700	$4,200	$3,700	$3,200	$2,600
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$27,000	$24,230	$21,560	$18,890	$16,220	$13,450
TOTAL FIXED EXPENSES	$15,106	$14,506	$13,906	$13,306	$12,706	$12,106
TOTAL VARIABLE EXPENSES	$1,847	$1,662	$1,478	$1,293	$1,108	$923
NET PROFIT	$10,047	$8,062	$6,177	$4,291	$2,406	$421

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Summer of Seltzer GA	400	370	30		370	$30.00
Summer of Seltzer VIP	170	155	15		155	$50.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
	570	525		**Total Available**	525	$35.90 Average

TICKET REVENUE	100%	90%	80%	70%	60%	50%
Summer of Seltzer GA	$11,100	$9,990	$8,880	$7,770	$6,660	$5,550
Summer of Seltzer VIP	$7,750	$6,975	$6,200	$5,425	$4,650	$3,875
	$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
Ticket total	$18,850	$16,965	$15,080	$13,195	$11,310	$9,425
Historic Preservation Fee + Boxoffice Fee	$2,850.00	$2,565.00	$2,280.00	$1,995.00	$1,710.00	$1,425.00
BAR/CONCESSION REVENUE						
Based on sales per seat $10.00	$5,300	$4,700	$4,200	$3,700	$3,200	$2,600
MERCHANDISE REVENUE						
Based on split % @ $20/person 0%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE	$27,000	$24,230	$21,560	$18,890	$16,220	$13,450

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$3,000		$3,000	$3,000	$3,000	$3,000	$3,000	$3,000
Venue Staff	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$756		$756	$756	$756	$756	$756	$756
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (M&G Reception)	$3,500		$3,500	$3,150	$2,800	$2,450	$2,100	$1,750
COGS	$2,500	$3.50 per drink sold	$2,500	$2,250	$2,000	$1,750	$1,500	$1,250
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$1,200	Stagehands	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200
Stage Equipment rental	$0	Sound/Lights	$0	$0	$0	$0	$0	$0
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$1,000							
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$16,106		$15,106	$14,506	$13,906	$13,306	$12,706	$12,106
VARIABLE COSTS								
Credit Card Fee's	3.50%		$660	$594	$528	$462	$396	$330
SESAC	0.02%		$4	$3	$3	$3	$2	$2
ASCAP/BMI	0.23%		$43	$39	$35	$30	$26	$22
Insurance	$2.00 Per person		$1,140	$1,026	$912	$798	$684	$570
TOTAL VARIABLE EXPENSE			$1,847	$1,662	$1,478	$1,293	$1,108	$923
TOTAL EXPENSES			$16,953	$16,168	$15,384	$14,599	$13,814	$13,029
NET PROFIT TO RMG			**$10,047**	**$8,062**	**$6,177**	**$4,291**	**$2,406**	**$421**

ARTIST VARIABLE CALC		100%	90%	80%	70%	60%	50%
$0	0%						
	TICKET REVENUE	$18,850	$16,965	$15,080	$13,195	$11,310	$9,425
	LESS ALL EXP	$16,953	$16,168	$15,384	$14,599	$13,814	$13,029
	Revenue for Variable Calculation	$1,897	$797	-$304	-$1,404	-$2,504	-$3,604

ARTIST TOTAL COST							
Guarantee	$0	$0	$0	$0	$0	$0	$0
Variable	$0	$0	$0	$0	$0	$0	$0
Total Artist Cost	$0	$0	$0	$0	$0	$0	$0

TODAY'S DATE:	DATE	**VENUE:**	Black Box	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	2	**HEADLINER:**	Tacos & Tequila	**OFFER EXPIRATION DATE:**	
FROM:	4-7p; 8-11pm				
PHONE:					
TERMS:	$0 Guarantee VS 85% of Gross reciepts. Total possible payout: $0				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$31,375	$28,238	$25,100	$21,963	$18,825	$15,688
BAR/CONCESSION REVENUE	$5,300	$4,700	$4,200	$3,700	$3,200	$2,600
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$39,525	$35,503	$31,580	$27,658	$23,735	$19,713
TOTAL FIXED EXPENSES	$21,056	$20,066	$19,076	$18,086	$17,096	$16,106
TOTAL VARIABLE EXPENSES	$2,317	$2,085	$1,853	$1,622	$1,390	$1,158
NET PROFIT	$16,152	$13,352	$10,651	$7,950	$5,249	$2,448

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Taco's & Tequila GA	400	370	30		370	$45.00
Taco's & Tequila VIP	170	155	15		155	$95.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
	570	525		**Total Available**	525	$59.76 Average

TICKET REVENUE	100%	90%	80%	70%	60%	50%
Reception M&G	$16,650	$14,985	$13,320	$11,655	$9,990	$8,325
Taco's & Tequila VIP	$14,725	$13,253	$11,780	$10,308	$8,835	$7,363
	$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
Ticket total	$31,375	$28,238	$25,100	$21,963	$18,825	$15,688
Historic Preservation Fee + Boxoffice Fee $5.00 per ticket sold	$2,850.00	$2,565.00	$2,280.00	$1,995.00	$1,710.00	$1,425.00
BAR/CONCESSION REVENUE						
Based on sales per seat $10.00	$5,300	$4,700	$4,200	$3,700	$3,200	$2,600
MERCHANDISE REVENUE						
Based on split % @ $20/person 0%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE	$39,525	$35,503	$31,580	$27,658	$23,735	$19,713

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$5,000		$5,000	$5,000	$5,000	$5,000	$5,000	$5,000
Venue Staff	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$700		$700	$700	$700	$700	$700	$700
Security	$756		$756	$756	$756	$756	$756	$756
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (M&G Reception)	$7,500		$7,500	$6,750	$6,000	$5,250	$4,500	$3,750
COGS	$2,400	$3.50 per drink sold	$2,400	$2,160	$1,920	$1,680	$1,440	$1,200
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$1,200	Stagehands	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200
Stage Equipment rental	$0	Sound/Lights	$0	$0	$0	$0	$0	$0
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$1,000							
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$22,056		$21,056	$20,066	$19,076	$18,086	$17,096	$16,106
VARIABLE COSTS								
Credit Card Fee's	3.50%		$1,098	$988	$879	$769	$659	$549
SESAC	0.02%		$6	$6	$5	$4	$4	$3
ASCAP/BMI	0.23%		$72	$65	$58	$51	$43	$36
Insurance	$2.00 Per person		$1,140	$1,026	$912	$798	$684	$570
TOTAL VARIABLE EXPENSE			$2,317	$2,085	$1,853	$1,622	$1,390	$1,158
TOTAL EXPENSES			$23,373	$22,151	$20,929	$19,708	$18,486	$17,264
NET PROFIT TO RMG			**$16,152**	**$13,352**	**$10,651**	**$7,950**	**$5,249**	**$2,448**

ARTIST VARIABLE CALC

$0	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$31,375	$28,238	$25,100	$21,963	$18,825	$15,688
	LESS ALL EXP	$23,373	$22,151	$20,929	$19,708	$18,486	$17,264
	Revenue for Variable Calculation	$8,002	$6,087	$4,171	$2,255	$339	-$1,577

ARTIST TOTAL COST							
Guarantee	$0	$0	$0	$0	$0	$0	$0
Variable	$0	$0	$0	$0	$0	$0	$0
Total Artist Cost	$0	$0	$0	$0	$0	$0	$0

TODAY'S DATE:	DATE	**VENUE:**	Black Box	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	2	**HEADLINER:**	Taste of The Caribbean	**OFFER EXPIRATION DATE:**	
FROM:	4-7p; 8-11pm				
PHONE:					
TERMS:	$0 Guarantee VS 85% of Gross reciepts. Total possible payout: $0				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$26,725	$24,053	$21,380	$18,708	$16,035	$13,363
BAR/CONCESSION REVENUE	$5,300	$4,700	$4,200	$3,700	$3,200	$2,600
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$34,875	$31,318	$27,860	$24,403	$20,945	$17,388
TOTAL FIXED EXPENSES	$20,606	$19,606	$18,606	$17,606	$16,606	$15,606
TOTAL VARIABLE EXPENSES	$2,142	$1,928	$1,714	$1,500	$1,285	$1,071
NET PROFIT	$12,127	$9,784	$7,540	$5,297	$3,054	$710

REVENUE:

TICKET SALES	CAPACITY	AVAILABLE	COMPS		SELLABLE	PRICE
Taste of The Caribbean GA	400	370	30		370	$45.00
Taste of The Caribbean VIP	170	155	15		155	$65.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
			0		0	$0.00
	570	525		Total Available	525	$50.90 Average

TICKET REVENUE	100%	90%	80%	70%	60%	50%
Taste of The Caribbean GA	$16,650	$14,985	$13,320	$11,655	$9,990	$8,325
Taste of The Caribbean VIP	$10,075	$9,068	$8,060	$7,053	$6,045	$5,038
	$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
Ticket total	$26,725	$24,053	$21,380	$18,708	$16,035	$13,363
Historic Preservation Fee + Boxoffice Fee $5.00 per ticket sold	$2,850.00	$2,565.00	$2,280.00	$1,995.00	$1,710.00	$1,425.00
BAR/CONCESSION REVENUE Based on sales per seat $10.00	$5,300	$4,700	$4,200	$3,700	$3,200	$2,600
MERCHANDISE REVENUE Based on split % @ $20/person 0%	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE	$34,875	$31,318	$27,860	$24,403	$20,945	$17,388

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$4,500		$4,500	$4,500	$4,500	$4,500	$4,500	$4,500
Venue Staff	$1,500		$1,500	$1,500	$1,500	$1,500	$1,500	$1,500
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$756		$756	$756	$756	$756	$756	$756
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (M&G Reception)	$6,500		$6,500	$5,850	$5,200	$4,550	$3,900	$3,250
COGS	$3,500	$3.50 per drink sold	$3,500	$3,150	$2,800	$2,450	$2,100	$1,750
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$1,200	Stagehands	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200
Stage Equipment rental	$0	Sound/Lights	$0	$0	$0	$0	$0	$0
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$1,000							
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$21,606		$20,606	$19,606	$18,606	$17,606	$16,606	$15,606
VARIABLE COSTS								
Credit Card Fee's	3.50%		$935	$842	$748	$655	$561	$468
SESAC	0.02%		$5	$5	$4	$4	$3	$3
ASCAP/BMI	0.23%		$61	$55	$49	$43	$37	$31
Insurance	$2.00 Per person		$1,140	$1,026	$912	$798	$684	$570
TOTAL VARIABLE EXPENSE			$2,142	$1,928	$1,714	$1,500	$1,285	$1,071
TOTAL EXPENSES			$22,748	$21,534	$20,320	$19,106	$17,891	$16,677
NET PROFIT TO RMG			**$12,127**	**$9,784**	**$7,540**	**$5,297**	**$3,054**	**$710**

ARTIST VARIABLE CALC

$0	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$26,725	$24,053	$21,380	$18,708	$16,035	$13,363
	LESS ALL EXP	$22,748	$21,534	$20,320	$19,106	$17,891	$16,677
	Revenue for Variable Calculation	$3,977	$2,519	$1,060	-$398	-$1,856	-$3,315

ARTIST TOTAL COST							
Guarantee	$0	$0	$0	$0	$0	$0	$0
Variable	$0	$0	$0	$0	$0	$0	$0
Total Artist Cost	$0	$0	$0	$0	$0	$0	$0

TODAY'S DATE:	DATE	**VENUE:**	Sunrise Theatre	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	1	**HEADLINER:**	**Tommy Emmanuel**	**OFFER EXPIRATION DATE:**	
FROM:					
PHONE:					
TERMS:	$15,000 Guarantee VS 85% of Gross reciepts. Total possible payout: $18,249				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	$68,103	$61,293	$54,482	$47,672	$40,862	$34,052
BAR/CONCESSION REVENUE	$17,700	$15,900	$14,100	$12,400	$10,600	$8,800
MERCHANDISE REVENUE	$0	$0	$0	$0	$0	$0
TOTAL REVENUE	$91,898	$82,678	$73,458	$64,339	$55,119	$45,899
TOTAL FIXED EXPENSES	$41,642	$41,142	$40,642	$40,142	$39,642	$39,142
TOTAL VARIABLE EXPENSES	$4,992	$4,493	$3,993	$3,494	$2,995	$2,496
NET PROFIT	$27,015	$22,044	$13,823	$5,702	-$10,749	-$12,450

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Reception M&G	40		10		30	$50.00
Orchestra Pit	35		0		35	$75.00
VIP	470		20		450	$65.00
Premium	220		10		210	$60.00
Premium 2	310		10		300	$54.00
General Admission	120		0		120	$35.00
General Admission 2	64		0		64	$27.00
	1219			**Total Available**	1179	$56.49 Average

TICKET REVENUE		100%	90%	80%	70%	60%	50%
Reception M&G		$1,500	$1,350	$1,200	$1,050	$900	$750
Orchestra Pit		$2,625	$2,363	$2,100	$1,838	$1,575	$1,313
VIP		$29,250	$26,325	$23,400	$20,475	$17,550	$14,625
Premium		$12,600	$11,340	$10,080	$8,820	$7,560	$6,300
Premium 2		$16,200	$14,580	$12,960	$11,340	$9,720	$8,100
General Admission		$4,200	$3,780	$3,360	$2,940	$2,520	$2,100
General Admission 2		$1,728	$1,555	$1,382	$1,210	$1,037	$864
	Ticket total	**$68,103**	**$61,293**	**$54,482**	**$47,672**	**$40,862**	**$34,052**
Historic Preservation Fee + Boxoffice Fee	**$5.00 per ticket sold**	$6,095.00	$5,485.50	$4,876.00	$4,266.50	$3,657.00	$3,047.50
BAR/CONCESSION REVENUE							
Based on sales per seat	**$15.00**	$17,700	$15,900	$14,100	$12,400	$10,600	$8,800
MERCHANDISE REVENUE							
Based on split % @ $20/person	**0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		**$91,898**	**$82,678**	**$73,458**	**$64,339**	**$55,119**	**$45,899**

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$6,500		$6,500	$6,500	$6,500	$6,500	$6,500	$6,500
Venue Staff	$1,000		$1,000	$1,000	$1,000	$1,000	$1,000	$1,000
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$1,792		$1,792	$1,792	$1,792	$1,792	$1,792	$1,792
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$2,500	TBD	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
F&B (M&G Reception)	$2,500		$2,500	$2,250	$2,000	$1,750	$1,500	$1,250
COGS	$2,500	$3.50 per drink sold	$2,500	$2,250	$2,000	$1,750	$1,500	$1,250
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$2,500	Stagehands	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Stage Equipment rental	$2,500	Sound/Lights	$2,500	$2,500	$2,500	$2,500	$2,500	$2,500
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$15,000		$15,000	$15,000	$15,000	$15,000	$15,000	$15,000
Artist Hotel	$850		$850	$850	$850	$850	$850	$850
Artist Transportation	$500		$500	$500	$500	$500	$500	$500
Artist Airfare	$850		$850	$850	$850	$850	$850	$850
Total Fixed Costs	$41,642		$41,642	$41,142	$40,642	$40,142	$39,642	$39,142
VARIABLE COSTS								
Credit Card Fee's	3.50%		$2,384	$2,145	$1,907	$1,669	$1,430	$1,192
SESAC	0.02%		$14	$12	$11	$10	$8	$7
ASCAP/BMI	0.23%		$157	$141	$125	$110	$94	$78
Insurance	$2.00 Per person		$2,438	$2,194	$1,950	$1,707	$1,463	$1,219
TOTAL VARIABLE EXPENSE			$4,992	$4,493	$3,993	$3,494	$2,995	$2,496
TOTAL EXPENSES			$46,634	$45,635	$44,635	$43,636	$42,637	$41,638
NET PROFIT TO RMG			**$45,264**	**$37,044**	**$28,823**	**$20,702**	**$12,482**	**$4,261**

ARTIST VARIABLE CALC							
$15,000	85%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$68,103	$61,293	$54,482	$47,672	$40,862	$34,052
	LESS ALL EXP	$46,634	$45,635	$44,635	$43,636	$42,637	$41,638
	Revenue for Variable Calculation	$21,469	$15,658	$9,847	$4,036	-$1,775	-$7,586

ARTIST TOTAL COST						
Guarantee	$15,000	$15,000	$15,000	$15,000	$15,000	$15,000
Variable	$18,249	$13,309	$8,370	$3,430	-$1,509	-$6,448
Total Artist Cost	$18,249	$15,000	$15,000	$15,000	$23,231	$16,711

TODAY'S DATE:	DATE	**VENUE:**	Black Box	**OFFER DATE:**	xx
OFFER NUMBER:	1	**CO PRO:**	xx	**EVENT DATE:**	xx
# OF SHOWS:	2	**HEADLINER:**	**Wine & Chocolate**	**OFFER EXPIRATION DATE:**	
FROM:	4-7p; 8-11pm				
PHONE:					
TERMS:	$0 Guarantee VS 85% of Gross reciepts. Total possible payout: $0				

INCOME SUMMARY

	100%	90%	80%	70%	60%	50%
TICKET REVENUE	**$29,350**	**$26,415**	**$23,480**	**$20,545**	**$17,610**	**$14,675**
BAR/CONCESSION REVENUE	**$5,300**	**$4,700**	**$4,200**	**$3,700**	**$3,200**	**$2,600**
MERCHANDISE REVENUE	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
TOTAL REVENUE	**$37,500**	**$33,680**	**$29,960**	**$26,240**	**$22,520**	**$18,700**
TOTAL FIXED EXPENSES	**$22,106**	**$21,006**	**$19,906**	**$18,806**	**$17,706**	**$16,606**
TOTAL VARIABLE EXPENSES	**$2,241**	**$2,017**	**$1,793**	**$1,568**	**$1,344**	**$1,120**
NET PROFIT	**$13,153**	**$10,657**	**$8,262**	**$5,866**	**$3,470**	**$974**

REVENUE:

TICKET SALES	**CAPACITY**	**AVAILABLE**	**COMPS**		**SELLABLE**	**PRICE**
Wine & Chocolate GA	**400**	**370**	**30**		**370**	**$50.00**
Wine & Chocolate VIP	**170**	**155**	**15**		**155**	**$70.00**
			0		**0**	**$0.00**
			0		**0**	**$0.00**
			0		**0**	**$0.00**
			0		**0**	**$0.00**
			0		**0**	**$0.00**
	570	525		**Total Available**	**525**	$55.90 Average

TICKET REVENUE		100%	90%	80%	70%	60%	50%
Wine & Chocolate GA		$18,500	$16,650	$14,800	$12,950	$11,100	$9,250
Wine & Chocolate VIP		$10,850	$9,765	$8,680	$7,595	$6,510	$5,425
		$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
	Ticket total	**$29,350**	**$26,415**	**$23,480**	**$20,545**	**$17,610**	**$14,675**
Historic Preservation Fee + Boxoffice Fee	**$5.00 per ticket sold**	$2,850.00	$2,565.00	$2,280.00	$1,995.00	$1,710.00	$1,425.00
BAR/CONCESSION REVENUE							
Based on sales per seat	**$10.00**	$5,300	$4,700	$4,200	$3,700	$3,200	$2,600
MERCHANDISE REVENUE							
Based on split % @ $20/person	**0%**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL REVENUE		**$37,500**	**$33,680**	**$29,960**	**$26,240**	**$22,520**	**$18,700**

EXPENSES:			100%	90%	80%	70%	60%	50%
FIXED COSTS								
Opening Act	$0.00		$0	$0	$0	$0	$0	$0
Advertising	$4,500		$4,500	$4,500	$4,500	$4,500	$4,500	$4,500
Venue Staff	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Venue Permitting	$0		$0	$0	$0	$0	$0	$0
Facility Staff and Cleaning	$650		$650	$650	$650	$650	$650	$650
Security	$756		$756	$756	$756	$756	$756	$756
Merchandise	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (Artist)	$0	TBD	$0	$0	$0	$0	$0	$0
F&B (M&G Reception)	$8,500		$8,500	$7,650	$6,800	$5,950	$5,100	$4,250
COGS	$2,500	$3.50 per drink sold	$2,500	$2,250	$2,000	$1,750	$1,500	$1,250
Bar Staffing	$2,000		$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Production Staff	$1,200	Stagehands	$1,200	$1,200	$1,200	$1,200	$1,200	$1,200
Stage Equipment rental	$0	Sound/Lights	$0	$0	$0	$0	$0	$0
Backline Rental	$0		$0	$0	$0	$0	$0	$0
Piano Tuning	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Artist Cost	$1,000							
Artist Hotel								
Artist Transportation								
Artist Airfare								
Total Fixed Costs	$23,106		$22,106	$21,006	$19,906	$18,806	$17,706	$16,606
VARIABLE COSTS								
Credit Card Fee's	3.50%		$1,027	$925	$822	$719	$616	$514
SESAC	0.02%		$6	$5	$5	$4	$4	$3
ASCAP/BMI	0.23%		$68	$61	$54	$47	$41	$34
Insurance	$2.00 Per person		$1,140	$1,026	$912	$798	$684	$570
TOTAL VARIABLE EXPENSE			$2,241	$2,017	$1,793	$1,568	$1,344	$1,120
TOTAL EXPENSES			$24,347	$23,023	$21,699	$20,374	$19,050	$17,726
NET PROFIT TO RMG			**$13,153**	**$10,657**	**$8,262**	**$5,866**	**$3,470**	**$974**

ARTIST VARIABLE CALC

$0	0%	100%	90%	80%	70%	60%	50%
	TICKET REVENUE	$29,350	$26,415	$23,480	$20,545	$17,610	$14,675
	LESS ALL EXP	$24,347	$23,023	$21,699	$20,374	$19,050	$17,726
	Revenue for Variable Calculation	$5,003	$3,392	$1,782	$171	-$1,440	-$3,051

ARTIST TOTAL COST							
Guarantee	$0	$0	$0	$0	$0	$0	$0
Variable	$0	$0	$0	$0	$0	$0	$0
Total Artist Cost	$0	$0	$0	$0	$0	$0	$0

RYAN MANAGEMENT GROUP, INC.

BOX OFFICE SPECIALIST (part-time)

Reports to: Box Office Manager

Summary of Position:

The primary purpose of this position is to sell SRT events to the public not simply by selling tickets, but by providing the best customer service experience possible to SRT patrons. Every message received in the box office receives a response. Through their interactions over the phone, at the walk-up box office window and by working the box office during events, they form valuable relationships with SRT patrons.

Daytime Duties and Responsibilities

- Greet visitors entering front door, and direct them to, or summon, the person they are visiting
- Answer phones and direct calls as required
- Customer Service - field questions, via phone or at box office window, related to anything and everything Sunrise Theatre and beyond. This includes suggesting events patrons might be interest in attending, explaining ticket options available (regular, premium or table, if available) and prices for same, and assisting patrons with seat selection (including escorting walk-ins into the theatre)
- Listen to patron comments, good and bad, and resolve as necessary
- Sell tickets over the phone or at box office window to events at The Sunrise Theatre, The Black Box, or any other Venues, collecting contact information from new customers
- Sell gift certificates for performances at Sunrise Theatre Venues and maintain records for same
- Redeem gift certificates and vouchers and update records to reflect same
- Sell subscriptions over the phone or at the box office window
- Mail tickets to customers who requested this option from an on-line ticket purchase or a phone ticket purchase
- Print out will-call tickets purchased online or over the phone, place in will-call envelope and transfer to will call box until pick-up or performance date
- Explain refund, exchange and ticket donation policies
- Handle requests for refunds or exchanges of tickets purchased
- Resolve ticketing issues, including problems encountered with online ticket purchases, incorrect ticket purchases, undeliverable emailed tickets, payment exceptions
- Accept ticket contributions from patrons who will not be able to attend an event and produce a “ticket contribution” letter they can use for tax purposes
- Accept donations, solicit Sunrise Theatre memberships, identifying the member benefit most useful to the customer at hand
- Enter new customers into our database
- Reprint tickets for customers that call ahead that they have lost, misplaced, or never received tickets
- Notify individual customers by phone when there have been show cancelations or performer changes
- Keep the ticket printers filled with ticket stock

- Maintain database integrity by entering new Contact and Account information and "Qualifying" records (associating ticket and class registration sales with an existing contact in the database or processing them as a new customer to alleviate duplicate records
- Check website to assure information about events is correct
- Check lobby literature racks and refill as necessary
- Assist staff with issues related to merging of duplicate account and contact records in database
- Assist with miscellaneous projects assigned by Box Office Manager (mailings, database issues, solicitation, cancellation, or courtesy phone calls, etc.)

Showtime Duties and Responsibilities

- Operate the box office at the appropriate venue, selling tickets, re-printing tickets, handing out will-call tickets, handling ticket exchanges and resolving other issues that arise
- Print out will-call tickets purchased online
- Coordinate with performer for the assignment of seats for performer comps and maintain records for same as-needed
- Assist volunteers when there are problems scanning tickets
- Assist house manager at live events by monitoring attendance
- Manually enter into attendance record tickets that could not be scanned
- Keep bartender informed of any VIP TABLE tickets sold
- Sell CDs and books both at the box office window and post-show receptions, distributing proceeds between the performer and SRT
- Collect contact information from customers who purchased tickets through discount services or any third party ticket services
- Receive and pass on feedback from patrons regarding shows

RYAN MANAGEMENT GROUP, INC.

Chief Executive Officer:

Reports To: President

Summary of Position:

The CEO/President will have an exciting opportunity to lead the continued growth and evolution of a unique historic cultural center positioned at the heart of Fort Pierce's thriving downtown community. Partnering with an accomplished President, and a dedicated team of senior staff, the CEO will assume a highly visible and entrepreneurial role in overseeing all aspects of the organization and will lead the effort to increase both earned and contributed revenue, with a focus on philanthropic and sponsorship support. Acting as the face of the organization, the CEO will bring a respect for the history and relationships which have sustained The Sunrise Theatre, while bringing a fresh approach to leadership, revenue generation, and community support. The CEO will play a key role in achieving the goals and objectives outlined in the SRT's recently completed strategic plan. He will possess the experience, skills and diplomacy necessary to think strategically, respond to opportunities successfully, and identify relationships and partnerships that will propel the Sunrise Theatre forward in achieving its mission.

Duties and Responsibilities

Management and Planning

• Oversee short-term operational and long-range strategic planning and implementation processes, working in close partnership with the senior staff, for utilization of space and facilities.
• Create a strategic operating plan and assume responsibility for its implementation, reporting progress towards goals regularly.

• In concert with the President, consult and strategize with the senior Sunrise Theatre staff regarding annual artistic, educational and outreach plans and appropriate budget which fulfills the organization's artistic vision and simultaneously maximizes earned income opportunities.
• With the Finance Director, oversee administrative personnel relations to ensure that the organization is effectively structured and staffed with competent employees.

Fundraising and Donor Stewardship

• As principal architect of the Sunrise Theatre's fundraising strategy, devise, implement and manage an integrated development program, including the creation of a comprehensive plan that maximizes contributed income from diverse sources.
• Assume the lead role in fundraising, working in consultation and cooperation with the staff to maximize the Sunrise Theatre's annual fund, major gift and sponsorship fundraising by identifying opportunities for new and/or increased support from individuals, foundations, corporations, and government agencies. The organization does intend to eventually engage a full time Development Director (reporting to the President/ CEO).
• Implement and promote a planned giving program, informing and educating the Sunrise Theatre's constituents about opportunities to support the Venue through bequests and legacy gifts that will increase the endowment and help meet future operational needs.
• Guide, educate, and actively engage the staff and volunteers in development activities.

Audience Development and Community Relations

• Direct marketing, branding, and public relations programs that achieve earned income goals from performance ticket and event sales while enhancing the Sunrise Theatre's visibility, reputation, and brand awareness.
• Ensure the highest levels of customer service, effective audience interaction, and community engagement.
• Cultivate and sustain positive relations with the Fort Pierce city leaders; expand outreach to potential strategic partners in the arts, business, government, higher education, and media to advance the Sunrise Theatre's institutional reputation and reach.
• Acting as the organization's principal spokesperson, represent the Sunrise Theatre in a professional capacity at Sunrise Theatre events and at numerous other civic and community events and forums.
• Develop processes for engaging target populations, as well as for reaching a broader audience for performances and educational programs.

RYAN MANAGEMENT GROUP, INC.

Director of Center Services

Reports to: Finance Director/CEO

Summary of Position:

The Rental Services manages inquiries and contracts for all rentals on Campus. They work with customers to determine their needs and help them visualize their event with tours that demonstrate all the potential of The Sunrise Theatre Complex. They handle the various documents, setup instructions and payments for event rentals.

Duties and Responsibilities

- Handle customer calls for all rental types
- Respond to customer emails for events/rentals
    - Wedding wire leads
- Schedule and tour customers for potential events or weddings
- Creating rental packets for customers based on retail, non-profit and city pricing
- Create proposals for customers
- Create and track contracts for customer signatures
- Collect and apply customer payments

- Enter and update event status in Prism.FM
    - Add service orders
    - Upload Contracts, COI's and any other documents needed for the event
    - Add setup instructions for facility staff
    - Connect customer with specific departments for Marketing, Box Office, Technical needs and event checklists.

- Invoicing Customer
    - Apply actuals
    - Create invoice
    - Send to customer
    - Complete the event in UB

RYAN MANAGEMENT GROUP, INC.

Director of Food and Beverage
Reports to: Finance Director/CEO

Summary of Position:
The Director of Food and Beverage organizes and executes the supply of food and drinks at Sunrise Theatre events. They work with vendors and restaurants as well as overseeing the food and beverage staff for SRT to ensure a clean and organized environment in which to prepare and provide food and drinks. Communication and organizational skills are key to this position.

Duties and Responsibilities

- Ensuring all Sunrise Theatre venue's Food and Beverage areas are maintained, cleaned, and kept to all food safety and FDA standards
- Maintaining, regularly cleaning all beverage equipment, including ice makers, refrigeration units, soda taps, and bar areas
- Scheduling any preventive maintenance on F&B equipment, obtaining quotes for any repairs or replacements as needed.
- Cultivating relationships with All Food and Beverage Supply Vendors
- Ordering, organizing and properly storing beer, wine and liquor
- Shopping for and ordering food items, as needed for events
- Keeping a daily running inventory of all purchases and assigning all purchases to an event
- Ordering and coordinating drop off or pick up of food from outside vendors/restaurants
- Interviewing food trucks/vendors for outdoor events
- Keeping a record of their licensing and permits
- Collecting vendor fees for participating in our events
- Purchasing all supplies including:
    - Paper products
    - Linens
    - Tables
    - Flowers
    - Décor
    - Concession Foods
    - Specialty Items
- Determining through RSVPs or ticket sales how many guests will be attending so that we can be prepared
- Interviewing, hiring, training and scheduling bar and food staff, ensuring all members of their staff have gone through necessary training and are certified Safe-Serve/certified for food handling
- Recording staff hours for payroll
- For upkeep, maintaining, updating and creation of special menus, pricing, discount codes, etc on bar sales equipment
- Ensuring all bar banks are in place and ready for each event
- Recording all tips and reconciling bar banks at the end of each event
- Setting up the area where the event takes place including:
    - Tables
    - Linens

    - Coolers
    - Food/Beverage service items
- Breaking down and cleaning up after events

RYAN MANAGEMENT GROUP, INC.

Finance Director –
Reports To: CEO

Summary of Position:
The Finance Director is responsible for all financial matters of the Sunrise Theatre. The Finance Director will report to and work closely with the CEO to develop and implement strategies across the organization. The Finance Director will oversee all compliance and recognition for government (federal, state, and local) contracts and private grants. S/he must be able to adapt to a continually evolving environment and thrive in an autonomous and deadline-oriented workplace.

Duties and Responsibilities
- Oversee cash flow planning and ensure availability of funds as needed.
- Oversee cash, investment, and asset management.
- Oversee financing strategies and activities, as well as banking relationships.
- Track and record restricted and endowment funds.
- Develop and implement forward-looking, predictive models and activity based financial analyses to provide insight into the organization's operations and business plans.
- Coordinate the development and monitoring of budgets working closely with department heads; review budgets quarterly with each department.
- Develop financial business plans and forecasts.
- Participate in corporate policy development.
- Develop and implement internal controls and financial policies and procedures to ensure proper accounting methods are being followed and appropriate safeguards and checks and balances are in place.
- Develop short-, medium-, and long-term financial plans and projections.
- Represent the agency to financial partners including financial institutions, investors, foundation executives, auditors, public officials, etc.
- Remain up to date on audit best practices and state and federal law regarding business operations.
- Ensure maintenance of appropriate internal controls and financial procedures.
- Ensure timeliness, accuracy, and usefulness of financial and management reporting for federal, state, and local funders, and foundations, oversee the preparation and communication of monthly financial statements.
- Coordinate audits and proper filing of taxes returns.
- Ensure legal and regulatory compliance regarding all financial functions.
- Supervise part-time Accounts Payable Specialist position. The A/P specialist assists the Director of Finance with A/R, A/P, reconciling bank statements, and preparing monthly financials, etc.
- Oversee and manage payroll processing and timekeeping records.
- Manage SRT's health, liability, and other insurance programs and policies.
- Perform basic human resource functions including background checks, on-boarding of new employees, maintaining personnel records including required tax and governmental forms, etc.
- Attend all Board, Executive Committee, and other meetings as required by the COO.
- Perform other duties as assigned/needed.

RYAN MANAGEMENT GROUP, INC.

House Manager
Reports To: Supervisor of Ticketing Operations

Summary of Position:
The House Manager oversees and handles all front of house activities before, during and after events taking place in the Theatre. They are responsible for safety of patrons, as well as managing volunteers for Sunrise Theatre shows and Black Box events.

Duties and Responsibilities

Position: House Manager

Responsible for all "front of house" activities prior, during and after any given show/event that takes place in the Sunrise Theatre and Black Box.

- Responsible for the safety of patrons in the lobby, theatre "house", and all areas of patron use throughout their time at the Sunrise Theatre facilities
- Maintaining fire and safety codes regarding occupancy, clear emergency exits, etc. during all shows
- Main point of contact for any 911 emergencies occurring while patrons are in the building – including any follow-up actions required and creating and maintaining appropriate incident reports
- In conjunction with CEO, representing SRT in relation to upcoming programming and/or fundraising through "curtain speeches" and/or lobby and producer's lounge interaction with patrons
- Managing all front of house functions including seating of guests, maintaining comfortable climate
- Resolving any guest complaints or disputes relating to seating, climate, audio levels, disability access, etc. by working with other Sunrise Theatre staff and volunteers
- Managing volunteers for Sunrise Theatre events, including training, scheduling, "pre-show" preparation and "post show" cleaning and re-set of theatre and lobby
- Timing of the intermission
- Liaison between performers and front of house staff and volunteers regarding specific show information and/or SRT contract requirements such as:
    - Comp tickets / special seating requests
    - Length of intermission / length of show
    - Video and photo restrictions
    - After show "meet and greets"
- Facilitating performer requests regarding sales of performer merchandise – including setting up merchandise tables, displaying merchandise and when requested – selling the merchandise and accounting for cash sales. Creating and maintaining House Reports for all Sunrise Theatre shows
- Responsible for closing and checking all exterior front of house doors in the main building at the end of each evening performance

RYAN MANAGEMENT GROUP, INC.

Head Sound Engineer
Reports To: Technical Director

Summary of Position:
The Lead Audio Engineer coordinates designs and schedules equipment. They work and communicate with the appropriate personnel to ensure projects proceed from the order stage through completion. They manage the audio for events at Sunrise Theatre venues, ensuring proper operations and levels depending on the individual event as well as monitoring and managing the various equipment involved to ensure things are in efficient working order.

Duties and Responsibilities

Audio Engineer:

- Responsible for designing and implementing PA requirements to meet sound reinforcement levels for each venue on the campus
- Responsible for setting up and breaking down audio equipment affiliated with the venue and specific production
- Supplying sound reinforcement for every event held at any of the venues on campus
- Equalizing FOH PA and monitors to acceptable auditory levels
- Radio Frequency management and integration of wireless microphones
- Building basic programmed show files for guest, artists and engineers
- Advancing all audio requirements that appear on guest artist's contracts
- Responsible for recording:
    - Productions for SRT archival purposes
    - 2 track audio recordings for promotional videos associated with SRT
    - Voice over recordings for SRT phone systems
- Designing sound effects and music for theatre rentals and guest artists
- Normalizing audio tracks for guest artists to ensure equal playback for monitors and FOH PA systems
- Responsible for inventory of all audio equipment
- Designing audio patching systems to ensure proper routing of signal flow
- Supervision of all audio equipment and personnel during guest artists residency
- Programming of audio consoles
- Staying aware of new technology and implementation techniques
- Assisting and coordinating with backline companies
- Overseeing all audio set-ups to ensure safety of equipment and personnel

Theatre-related:

- Light rigging
    - Loading/unloading stage weight
    - Hanging drops
    - Assisting with rigging department during run of show
- Assisting load-in and load-out of set pieces for guest artists and touring companies
- Assisting with light construction and repair of set pieces
- Responsible for setting up projection and video integration

Maintenance:

- Ensuring that all audio equipment is clean and in working order
- Assisting backline companies in repairing musical equipment during run of show
- Coordinating of audio equipment that requires off site repair
- Responsible for cable repair and/or replacement
- Ensuring that all audio work areas are clean and free of debris and obstructions

Facility maintenance:

- Light cleaning of theatre and backstage areas
- Painting and upkeep
- Designing and running cable paths for the areas of the building
- Assisting the Facility Maintenance department with general labor
- Assisting the Maintenance Department with set-up and breakdown of chairs and event equipment
- Assisting with basic IT troubleshooting and installation
- Responsible for opening and closing procedures

RYAN MANAGEMENT GROUP, INC.

Marketing Director –
Reports To: CEO

Summary of Position:

Develop and execute a marketing and communications program to build and sustain awareness of The Sunrise Theatre and its programs and services to residents of St. Lucie County and The Treasure Coast, to tourists visiting Ft. Pierce and to prospective business partners and donors. Be responsible for the development and production of all online and offline marketing materials and strategies and all public relations strategies. Work with CEO to support annual campaign and fundraisers; work with appropriate staff to support other special events.

MAJOR RESPONSIBILITIES:

- Develop and implement an effective marketing and communications strategy that creates a superior patron/visitor experience, builds the Sunrise Theatre brand and enables the organization to achieve its key objectives.
- Reinforce the Sunrise Theatre voice and ensure cohesive messaging throughout the organization.
- Create, produce and distribute effective engagement materials (e.g. brochures, email campaigns, press releases, website collateral, etc.).
- Collaborate with CEO or appropriate staff to support all events including fundraisers. Develop and produce all event related marketing materials including sponsorship strategies.
- Manage and create content for online platforms, including the website, social media outlets and electronic communications.
- Develop and execute a media relations strategy to raise awareness of Sunrise Theatre, its entities and all programs and services. Cultivate media contacts; identify opportunities to promote Sunrise Theatre to build awareness.
- Develop and track metrics and success criteria for all marketing programs.
- Manage third-party service providers, including graphic designers, SEO/SEM consultants, video producers and others to build the Sunrise Theatre brand.
- Manage the Sunrise Theatre marketing and public relations budget.
- Social media management
- E-blast creation and scheduling
- Website maintenance
- Oversee select print orders (flyers, brochures, postcards)
- Sign/banner orders and tracking
- Sponsorship proposals, tracking, invoicing and recaps
- Distribution of promotional materials in the downtown area and other key locations.
- Archiving editorial clippings

RYAN MANAGEMENT GROUP, INC.

Lighting Designer

Reports To: Technical Director

Summary of Position:

This position is responsible for producing Theatrical, Concert, Event and architectural style lighting applications for all events happening at each area of the Sunrise Theatre campus.

Design and drafting:

- Responsible for designing overall appearance, through light and staging, of the production at all Sunrise Theatre venues
- Designing light plots via drafting software for specific events happening at any location on SRT property.
- Designing a repertory light plot for the Sunrise Theatre and Black Box venue, which can be utilized multiple times for different applications
- Designing and drafting field layouts for events happening on SRT property
- Updating and maintaining room and building layouts
- Utilizing drafting skills for any miscellaneous needs. For example, seating charts, event layouts, Orchestra Pit configurations

Master Electrician:

- Responsible for implementing all lighting design from personal concept to designs from other artists
- Maintaining all theatrical lighting equipment associated with the production and venues
- Ensuring safety of crew, audience, and facility before, during, and after any event where theatrical elements are applied
- Providing and/or overseeing the purveying of electrical service to all areas associated with a production or event
    - Including but not limited to:
        - Tie in to high amperage disconnect panels
        - Distributing power from disconnects to other power boxes via feeder cable
        - Placing and powering 60a breakout boxes
        - Replacing 20a power receptacles
        - Working with dimmer racks
        - Replacing breakers
- Interpreting lighting plots from touring productions
- Communicating with touring lighting designers to ensure that their vision is met with our facility equipment
    - This also includes determining if peripheral equipment is needed
- Servicing and maintaining all in house lighting equipment
- Ensuring that all the houselights are in good working condition
- Supply ordering
    - This includes:
        - Lamps
        - Gel
        - Gobos
        - Cable

        - Connectors
        - Serviceable parts

Programming:

- Being well versed in various lighting protocols:
    - ETC Eos
    - MA
- Well versed in DMX-512 protocols
- Fixture patching techniques
- Setting up lighting network
- Maintaining knowledge regarding ACN (Architectural Control Network) and sACN (Streaming Architectural Control Network) protocols
- Maintaining knowledge in setting up basic internet systems
- Knowledge in setting up wireless DMX systems

Research and Development:

- Being privy to new technology and investing the research time to see how the facilities can benefit from it
- Traveling to conferences where new technology is being presented
- Creating and fostering relationships that can benefit the facility with new technology

Maintenance and cleanliness:

- Cleaning the facility when necessary
- Responsible for keeping all lighting equipment and lighting peripherals in a clean and organized manner
- Assisting maintenance department with chair and table set-up and breakdowns when the time allows

RYAN MANAGEMENT GROUP, INC.

President–

Summary of Position:

The President will have an exciting opportunity to lead the continued growth and evolution of a unique historic cultural center positioned at the heart of Fort Pierce's thriving downtown community. Partnering with an accomplished CEO, and a dedicated team of senior staff, the President will assume a highly visible and entrepreneurial role in overseeing all aspects of the organization and will lead the effort to increase both earned and contributed revenue, with a focus on philanthropic and sponsorship support.Acting as the face of the organization, the President will bring a respect for the history and relationships which have sustained The Sunrise Theatre. The President will work hand in hand with the CEO to achieve the goals and objectives.

Duties and Responsibilities:

Management and Planning

- With the CEO the President will oversee short-term operational and long-range strategic planning and implementation processes, for utilization of space and facilities.
- In concert with the CEO, consult and strategize with the senior Sunrise Theatre staff regarding annual artistic, educational and outreach plans and appropriate budget which fulfills the organization's artistic vision and simultaneously maximizes earned income opportunities.
- With the Finance Director, oversee administrative personnel relations to ensure that the organization is effectively structured and staffed with competent employees.

Fundraising and Donor Stewardship

- Along side the CEO the President will assume the lead role in fundraising, working in consultation and cooperation with the staff to maximize the Sunrise Theatre's annual fund, major gift and sponsorship fundraising by identifying opportunities for new and/or

increased support from individuals, foundations, corporations, and government agencies.
The organization does intend to eventually engage a full time Development Director (reporting to the President/CEO).

RYAN MANAGEMENT GROUP, INC.

Public Relations –
Reports To: Director of Marketing

Summary of Position:

The Public Relations Manager will assist in developing plans to portray the Sunrise Theatre's messages using PR, Media Relations and Social Media disciplines. They will use their deep knowledge to work closely in social media influencer channels and demonstrate a strong proactive approach to help the brand reach prospective clients/audiences.

Campaign development and execution, including strategy, creative ideation and influencer marketing

Foster and maintain professional, productive client relationships

Serve as expert in fully integrated PR, Media Relations and Social Media amplification programs, while helping to develop a communications plan

Analyze program performance data to make informed decisions about future strategies

Serve as a lead in social listening efforts/monitoring of online conversations

Monitor news coverage, social media sentiments and provide reports + guidance to clients as needed

Conduct industry research as needed to develop campaigns that reach client goals

Serve as an ambassador of L lior s capabilities as it relates to organic and new business opportunities

Help to develop and recommend strategies for the L lior brand and sub brandsDuties and Responsibilities

- Develop PR campaigns and media relations strategies

- Collaborate with internal teams (e.g. marketing) and maintain open communication with senior management
- Edit and update promotional material and publications (brochures, videos, social media posts etc.)
- Prepare and distribute press releases
- Organize PR events (e.g. open days, press conferences) and serve as the company's spokesperson
- Seek opportunities for partnerships, sponsorships and advertising
- Address inquiries from the media and other parties
- Track media coverage and follow industry trends
- Prepare and submit PR reports
- Manage PR issues

Public relations (PR) professionals, also known as PR specialists or PR officers, manage how the public perceives a person, brand, or company. Their responsibilities can include:

- Building relationships: Establishing relationships with media, stakeholders, and other groups
- Crafting messages: Writing press releases, speeches, and PR copy
- Planning events: Organizing events and programs to promote products or services
- Managing media: Responding to media requests, conducting media training, and arranging interviews
- Analyzing public opinion: Evaluating public opinion through social media and other sources
- Crisis management: Managing crisis communications
- Evaluating advertising: Assessing advertising and promotion programs to ensure they align with PR efforts

RYAN MANAGEMENT GROUP, INC.

Facilities Maintenance Director

Direct Reports To: Director of Center Services

Summary of Position:

The Supervisor of Maintenance and Facilities is responsible for planning, organizing and directing the maintenance, repair and alteration of the buildings and grounds; ensuring that jobs are completed efficiently and within regulatory guidelines and projected deadlines; preparing and managing the annual budgets for the maintenance, grounds and custodial departments; and ensuring the optimal utilization of personnel and other resources.

Duties and Responsibilities

- Responsible for schedule and oversight of all maintenance of SRT property
- Confirming and meeting all deadlines and requirements for inspections as required (Fire, Burglar Alarm, elevator and others)
- Taking corrective actions for any inspections requiring further attention
- Scheduling regular corrective or routine maintenance (floors, carpet cleaning, carpet replacement, lighting, minor repairs)
- Responsible for interior maintenance and appearance of all buildings
- Regular review of property appearance to meet proper standards
- Coordinating and scheduling outside contractors as required
- Supervising projects and activity as occurring on SRT campus to ensure proper execution and completion
- Determining staffing needs for events and scheduling staff as needed
- Available 24/7 for consultation or problem solving as needed
- Reviewing and adjusting staff hours and needs daily
- Monitoring inventory control for supplies and equipment
- Reviewing budget requests with Finance Director
- Developing and maintaining relationships with contractors and service providers
- Reporting to superior staff to keep open communication

RYAN MANAGEMENT GROUP, INC.

Supervisor of Ticketing Operations
Reports To: Finance Director/CEO

Summary of Position:
The Supervisor of Ticketing Operations is responsible for the efficient daily functioning of the Sunrise Theatre ticketing/database system, and for providing excellent customer service to patrons throughout the entire ticketing process. They work cross-departmentally, supporting House Management, Marketing, Center Services, and Finance with data, analysis, reporting, and reconciliation.

Duties and Responsibilities

- Creating all SRT and rental events in Ticketing System, setting up seat allocations, ticket pricing, discount codes, access codes, group sales, and VIP tables
- Designing in house and print at home tickets. Selecting and formatting images for tickets and online ticket sales from our website. Launching online ticket sales from our website and providing links for each event to the Marketing Department for online ticketing from our event landing pages.
- Continually monitoring all box office and online ticket sales, notifying appropriate departments and adjusting elements accordingly
- Preparing reports, analyses, and customer lists as requested by Marketing Department to support more effective, targeted marketing campaigns
- Monitoring third party ticket outlets for area competition
- Scheduling annual ticket sales timeline determining when, where, what, and to whom various season ticket sales will open and close
- Build out Annual Renewable Subscriptions in ticketing system setting up subscription allocations and pricing, seat fulfillment, renewals, and renewal notification
    - Designing and producing annual renewal forms, with donation solicitation, for mailing
    - Working with Marketing to create print material to be included with subscription renewal forms
    - Processing all subscription renewals through ticking system, assigning seat fulfillment and sending confirmations to patrons ensuring a specific priority order has been followed
    - Arranging individual calls to each patron not renewed by to get them renewed or conduct exit interview
    - Printing, packaging, and mailing all subscription tickets at appropriate time or hold in Will Call per subscriber request
    - Communicating directly with subscribers as needed to resolve problems and ensure high quality customer service
    - Creating online waiting lists for new subscribers, assigning seat priority to each. Assisting box office staff in personally calling each to secure their new subscription, welcome them to the series, choose seating, take payment and close the sale
    - Maintaining detailed reports on subscriber donations for grant reporting
    - Processing and depositing into safe, cash from previous day's ticket sales

- Posting cash/check donations made through the box office and producing reports
- Overseeing distribution of comp tickets to production companies, sponsors, and staff
- Monitoring and resolving all "Payment Exceptions" and "Chargebacks" from payment processor
- Preparing Mobile Box Office banks for ticket sales; gathering marketing materials for display at site
- Ensuring all ticket holders are notified immediately via phone and/or email of date/ artist changes or unexpected cancellations, offering alternatives to refunding ticket charges
- Producing ticket "vouchers" to local organizations requesting SRT ticket donations. Maintaining detailed reports of organizations, contact information, event offerings, and ticket values to demonstrate SRT goodwill to area organizations
- Providing ticket sales, attendance, demographic, or historical data for grant reporting
- Providing ticket sales updates and reports to production companies on a regular basis or on request
- Seasonally creating box office events calendar for scheduling of staff
- Hiring, training, supervising, and supporting part-time box office staff. Ensuring staff is properly trained to operate within the ticket system, handle customer questions and requests, manage ticket window at events, and that they are familiar with the policies and procedures governing ticket transactions
- Resolving customer disputes over ticket issues, such as seat assignments, exchanges, or refunds
- Responding to all correspondence received from both satisfied, and irate patrons.
- Managing rental events
- Conversing with renter and making recommendations of how to best fill their box office needs
- Building events to renters' specifications and sending ticket proofs for approval
- Providing ticket sales reports and updates to renters on a regular basis or on request
- Handling renter concerns as they arise
- Sending final sales reports to Center Services for settlement
- Managing group sales
- Creating and sending annual group mailing
- Communicating directly with group leaders describing terms and conditions of group sales
- Creating Group Sales Contracts for signature approval and deposit
- Processing deposits and collecting balances due
- Maintaining Group Mailing List
- Keeping up to date with the evolving ticketing industry changes and trends by participating in educational opportunities, reading professional publications, maintaining personal networks, and participating in professional organizations
- Developing relationships with community organizations, local corporate businesses, alumni associations etc. along with local colleges and universities to create sales for group and/or student tickets

Database Support

- Overseeing the daily maintenance, updating and merging of all records, contact/ account information, in database
- Maintaining database performance by troubleshooting problems for all SRT staff/users
- Fulfilling staff requests for all reports including lists for direct mail, email and theater programs, memberships, donations, events

RYAN MANAGEMENT GROUP, INC.

Technical Director

Reports to: Finance Director/CEO

Summary of Position:

The Technical Director is responsible for the overall organization of the technical production process, ensures all technical equipment in the venues is functional, maintained, and safe. Maintaining budget estimations and accounts, materials research and purchasing, scheduling and supervising crews, coordinating load-ins, and organizing and assisting with the strike and clean-up for the production.

- Review, recommend, and update season and show budgets for technical staff and equipment needs.
- Review, recommend, and update the backstage and theatre budget.
- Advance tour and manage artist's riders.
- Directly work with artists and their management to suggest and modify their rider to fit in specific SRT spaces.
- Rework and redesign sets, stage equipment, sound, lighting, and fly equipment for the space being utilized, as well as for the safety of the building, staff, traveling actors, and patrons.
- Work with rental equipment vendors to obtain artists' needs and negotiate rental costs.
- Point of contact for all artists and rentals to ensure their needs are met.
- Hire local crew for touring and artist event requirements.
- Maintain, create, and obtain local crew lists for over-hire needs.
- Crew chief for over-hire crew and SRT technical staff.
- Create schedule for staff and over-hire crew to accomplish event load-in, setup, show, and strike/clean-up.
- Assist with event load-in, setup, show, and strike/clean-up.
- Ensure safety of staff, crew, equipment, spaces, traveling crew, actors, artists, SRT staff, and patrons.
- Maintain and repair SRT equipment and systems to ensure they are in the highest working order for all events.
- Recommend, advise, and obtain quotes for equipment repairs and/or replacement.
- Maintain equipment inventory and recommend equipment replacement timelines.
- Manage and direct backstage staff's daily duties, including event and show duties.
- Supervise, recommend, and carry out stage scenery, lighting, and sound rigging while maintaining the safety of the buildings, staff, traveling staff, actors, and patrons.
- Write and maintain venue-specific Technical Specifications Packet for touring and rental events (including technical drawings of spaces and equipment available in their designated venue).
- Schedule staff equipment training with third party equipment vendors.
- Host equipment-training seminars for SRT staff.
- Research, recommend, and schedule staff to attend equipment expos, conferences, and design seminars.

Backstage Hospitality:

- Schedule and accommodate event hospitality needs.
- Work with outside catering contractors to fulfill hospitality needs and negotiate pricing.
- Review and schedule hospitality services.
- Review, recommend, and update event hospitality budgets.



Ryan Management Group, Inc.
EMPLOYEE HANDBOOK

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GETTING STARTED

INTRODUCTORY STATEMENT

This handbook is designed to acquaint you with Ryan Management Group, Inc. (RMG) and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by RMG to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. As RMG continues to grow, the need may arise and RMG reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. Employees will, of course, be notified of such changes to the handbook as they occur.

The information contained in this handbook is not intended to modify the “at will” status of your employment, meaning it is not a contract or assurance of compensation, continued employment or benefit of any kind.

EMPLOYEE ACKNOWLEDGEMENT FORM

The employee handbook describes important information about RMG, and I understand that I should consult the Chief Executive Officer or President regarding any questions not answered in the handbook. I have entered into my employment relationship with RMG voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or RMG can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to RMG's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Executive Committee of RMG has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

_____ _____

EMPLOYEE'S SIGNATURE DATE

_____

EMPLOYEE'S NAME (TYPED OR PRINTED

NATURE OF EMPLOYMENT – EMPLOYMENT AT WILL

Employment with RMG is voluntarily entered into, and the employee is free to resign at will any time, with or without cause. Similarly, RMG may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between RMG and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or canceled at any time, at RMG's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added without the express written approval of the Executive Committee of RMG.

EQUAL EMPLOYMENT OPPORTUNITY

RMG is an equal opportunity employer. The Company does not discriminate in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment based on race, color, religion, sex (including pregnancy, childbirth and related medical conditions), national origin, genetic information, ancestry, citizenship or veteran status, age or other classification protected by federal or state law. Local law prohibits discrimination on the additional basis of marital status, sexual orientation, familial status or gender identity or expression.

The Company does not discriminate against qualified individuals on the basis of a disability, and will make reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

IMMIGRATION LAW COMPLIANCE

The Company is committed to full compliance with Federal and State immigration laws. These laws require that all individuals pass an employment verification procedure before they are permitted to work. This procedure has been established by law and requires that every individual provide satisfactory evidence of identity and legal authorization to work in the United States. Accordingly, all new hires must satisfy this requirement before they will be permitted to work.

INTRODUCTORY PERIOD

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. RMG uses this period to evaluate employee capabilities, work habits, and overall performance.

All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire. Any significant absence will automatically extend an introductory period by the length of the absence. If RMG determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

Upon satisfactory completion of the introductory period, employees enter the "regular" employment classification. The fact that employees are hired with an introductory period does not alter the at-will status of employment both during and after the successful completion of the introductory period.

During the introductory period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. After being regular employees, they may also be eligible for other RMG provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefit for the details on eligibility requirements.

PERFORMANCE EVALUATION

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. A performance evaluation will be conducted at the end of an employee's initial period of hire, known as the introductory period. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

Performance evaluations are scheduled annually.

Merit based pay adjustments are not guaranteed, but awarded by RMG, in its sole discretion, in an effort to recognize truly superior employee performance. The decision to award such an adjustment is dependent upon numerous factors, including the information documented by this performance evaluation process, and the financial condition of RMG.

BACKGROUND AND REFERENCE CHECKS

To ensure that individuals who join RMG are well qualified and to ensure that RMG maintains a safe and productive work environment, we may conduct pre-employment background checks on applicants who accept an offer of employment. Background checks may include verification of any information on the application form, and verification of driving record.

Any background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and anti discrimination laws. Reports are kept confidential and are only viewed by individuals involved in the hiring process.

If information obtained in a background check would lead to the denial of employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the report's accuracy. Background checks may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment.

EMPLOYEE RECORDS

RMG relies upon the accuracy of information contained in your employment application, as well as the accuracy of other data presented throughout the hiring process or obtained during employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in disqualification for further consideration for employment or, if you have been hired, termination of employment.

To ensure the maintenance of current and accurate information, please notify us of any changes to your address, phone number, marital status, or other personal information. If you wish to review your personnel file you may do so in the presence of the Chief Executive Officer and/or President.

WAGE AND PAYROLL POLICIES

EMPLOYEE CLASSIFICATIONS

Full-time: An employee who is regularly scheduled to work and does work a schedule of forty (40) or more hours per week is considered to be a full-time employee.

Part-time: An employee who is regularly scheduled to work and does work a schedule of less than forty (40) hours per week is considered to be a part-time employee. Part-time employees may not be eligible for employment benefits, such as paid time off.

Temporary: A temporary employee may be hired to work on a part-time or full-time basis but generally is scheduled for termination on a certain date. Temporary employees who remain on duty past the scheduled termination remain classified as temporary. Temporary employees are not eligible for employment benefits.

WAGE RATES AND OVERTIME

Employees are either non-exempt or exempt based on the employee's position and in accordance with the Fair Labor Standards Act (FLSA). Exempt employees are those whose job assignments meet the federal and state requirements for exemption from overtime compensation. Exempt employees are compensated on a salary basis and are not eligible for overtime pay. Your supervisor will inform you if your status is exempt.

When operating requirements or other needs cannot be met during regular working hours, you may be scheduled to work overtime. Working overtime without prior authorization may result in disciplinary action, up to and including termination of employment.

TIMEKEEPING

All employees must follow RMG procedures for recording time. Employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved by the employee's supervisor before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Non-exempt employees should report to work no later than their scheduled starting time nor stay after their scheduled stop time without expressed, prior authorization from their supervisor.

It is the employee's responsibility to sign their time records to certify the accuracy of all time recorded. The supervisor will review and then initial the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

Exempt employees may also be required to record their time worked and report full days of absence from work for reasons such as leaves of absence, sick leave, or personal business.

All staff or is required to turn in timesheets for review by the CEO no later than 4pm the Monday of the new pay period, failure to turn in timesheets will result in a missed payment.

DEDUCTIONS AND NON-RETALIATION

It is the RMG's policy to comply with the salary basis requirements of the FLSA. Therefore, the RMG prohibits all managers and supervisors from making improper deductions from the salaries of exempt employees. RMG also prohibits any deductions that violate the FLSA. You should carefully review each paycheck to ensure its accuracy.

If you believe that an improper deduction has been made or that your compensation is inaccurate, you should immediately report it to the Chief Executive Officer and/or the President. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made. RMG will promptly take the necessary steps to ensure that you receive the correct amount of pay in each paycheck and that you are paid on the scheduled payday.

We have a no tolerance policy for retaliation against employees who report alleged violations of this policy or who cooperate in the investigation of such reports. Any claims of retaliation will be promptly investigated. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination of employment.

PAYDAYS

All employees are paid bi-weekly on (every other) Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during an employee's vacation, the employee may receive his or her earned wages before departing for vacation if a written request is submitted at least one week prior to departing for vacation.

STANDARDS OF CONDUCT

RMG expects all employees to have the highest level of integrity and honesty in all aspects of work, and to follow work rules and standards. RMG also expects all employees to perform his/her job to the satisfaction of the Company. Violation of RMG work rules or standards may lead to disciplinary action, up to and including termination. Poor job performance may also lead to disciplinary action, up to and including termination. Nothing in these policies alters the at-will nature of your employment; either you or RMG may terminate the employment relationship with or without reason, and in the absence of any violation of standards or rules.

WORKING HOURS AND ATTENDANCE

Your supervisor will provide you with your schedule and working hours, consistent with the needs of RMG. A request for a change to your schedule must be made in advance, and if feasible, will be provided at the sole discretion of RMG. You cannot make adjustments to your schedule (such as starting or ending your day later or earlier or working through lunch) without prior approval. Doing so may result in disciplinary action.

All employees are expected to be punctual and to maintain a good attendance record. Regular attendance and promptness are considered part of each employee's essential job functions. Excessive absenteeism and tardiness will be grounds for disciplinary action, up to including termination.

LATE ARRIVAL OR ABSENCE

In an unavoidable situation when you cannot arrive at your scheduled time, or cannot show up at all, you must call, text, or email to speak directly to your supervisor. If your supervisor is not available, speak with another member of management. The employee must provide notice as far in advance as possible..

Failure to comply with this policy may result in disciplinary action, up to and including termination. Providing notice as required by this policy allows your supervisor to obtain coverage; however, it does not mean that your late arrival or absence will be excused under the RMG's attendance policy.

Employees are not permitted to make up missed time by staying later in the day, coming in early or working through lunch unless approved in advance by your supervisor. An employee who fails to show up for work without notification to his/her supervisor for three (3) or more consecutive days may be terminated for job abandonment. An employee who fails to return to work from an approved leave on the date specified may be terminated for job abandonment.

EMPLOYEE CONDUCT AND WORK RULES

To ensure orderly operations and provide the best pRMGible work environment, RMG expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace.

The following are examples of infractions of rules of conduct that will result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized absence from work stations during the workday
- Violation of personnel policies
- Unsatisfactory performance or conduct

SMOKING

Employees are prohibited from smoking in the office, including any entrance areas, or any general public areas. Smoking should only occur in or around the loading dock areas, not in view of the general public.

TELEPHONE USAGE

Our office telephone lines are for business use and should not be tied up with personal calls. If you must make or take a personal call, keep it as short and as non-disruptive as possible. RMG reserves the right, in its discretion, to restrict any employee's cell phone use during business hours to the extent necessary to ensure work efficiency.

ELECTRONIC COMMUNICATIONS POLICY

Company property, including computers, electronic mail and voice mail, should only be used for conducting company business. Incidental and occasional personal use of company computers and our voice mail and electronic mail systems is permitted, but information and messages stored in these systems will be treated no differently from other business-related information and messages, as described below.

The Company may review stored electronic and voice mail. Therefore, the Company must, and does, maintain the right and the ability to enter into any of these systems and to inspect and review any and all data recorded in those systems. Because the Company reserves the right to obtain access to all voice mail and electronic mail messages left on or transmitted over these systems, employees should not assume that such messages are private and confidential or that the Company or its designated representatives will not have a need to access and review this information. Individuals using Company business equipment should also have no expectation that any information stored on their computer - whether the information is contained on a computer hard drive, computer disks or in any other manner - will be private.

The Company has the right to, but does not regularly monitor voice mail or electronic mail messages. The Company will, however, inspect the contents of computers, voice mail or electronic mail in the course of an investigation triggered by indications of unacceptable behavior or as necessary to locate needed information that is not more readily available by some other less intrusive means.

DRUG AND ALCOHOL USE

RMG desires to provide a drug-free, healthful, and safe workplace. To promote this goal, we require employees to report to work in an appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on RMG premises and while conducting business-related activities off RMG premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program through RMG's health insurance benefit coverage. Leave may be granted if the employee agrees to abstain from the use of problem substance; abides by all RMG policies, rules, and prohibitions relating to conduct in the workplace; and if granting the leave will not cause RMG any undue hardship.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify RMG of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor or the Chief Executive Officer or President without fear of reprisal.

WORKPLACE VIOLENCE

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to company property.

If you receive or overhear any threatening communications from an employee or outside third party, report if to your supervisor, the Chief Executive Officer or President at once. All reports will be kept confidential to the extent permissible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Possession, use or sale of weapons, firearms or explosives on work premises, out in the field, while operating company machinery, equipment or vehicles for work-related purposes or while engaged in company business off premises is forbidden except lawfully possessed firearms as specifically allowed on work premises under Florida law (such as in a locked vehicle).

Violations of this policy, including your failure to report or fully cooperate in the RMG's investigation, may result in disciplinary action, up to and including discharge.

DISCIPLINE

It is RMG'S policy to administer equitable and consistent discipline for unsatisfactory conduct in the workplace.

The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with RMG is based on mutual consent and both the employee and RMG have the right to terminate employment at will, with or without cause or advance notice, RMG may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps—oral warning, written warning, suspension without pay, or termination of employment—depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for an oral warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment.

RMG recognizes that there are certain types of employee problems that are serious enough to justify a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and RMG.

REPORTING ACCIDENTS

If you are injured on the job, report it immediately to your supervisor and the Chief Executive Officer or President. All accidents, injuries, or potential safety hazards, must be reported immediately, and accident report fully filled out. Even if you have not suffered an injury, it is your obligation to report any such accidents.

POLICIES AGAINST DISCRIMINATION

POLICY AGAINST SEXUAL HARASSMENT

Objective: The purpose of this policy is to define sexual harassment and provide procedures for the investigation of sexual harassment claims. All employees, including supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit.

Policy Statement: Sexual harassment is the unwanted sexual attention of a persistent or offensive nature. Sexual harassment includes sexually oriented conduct that is sufficiently pervasive or severe to unreasonably interfere with an employee's job performance or create an intimidating, hostile or offensive working environment. Sexual harassment can be physical and/or psychological in nature. An aggregation of a series of incidents can constitute sexual harassment even if one of the incidents considered on its own would not be harassing. Employees are prohibited from harassing other employees whether or not the incidents of harassment occur on employer premises and whether or not the incidents occur during working hours.

While sexual harassment encompasses a wide range of conduct, some examples of specifically prohibited conduct include:

- Physical assaults of a sexual nature, and physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body or poking another employee's body.
- Unwanted sexual advances, propositions or other sexual comments, such as sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience (especially when directed at or made in the presence of any employee who indicates or has indicated in any way that such conduct in his or her presence is unwelcomed).
- Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward.
- Subjecting, or threats of subjecting, an employee to unwelcomed sexual attention or conduct or intentionally making performance of the employee's job more difficult because of that employee's sex.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as: Displaying pictures, posters, calendars, graffiti, objects, promotional materials, reading materials or other materials that are sexually suggestive, sexually demeaning or pornographic, or bringing into the work environment or possessing any such material to read, display or view at work.

Reporting and Resolution: If any employee believes that they have been subject to sexual harassment or any unwanted sexual attention he or she should report the incident to Holland Ryan/Chief Executive Officer. A report can also be made directly to the President. It is important to report concerns of sexual harassment or inappropriate sexual conduct regardless of the seriousness to a supervisor/manager as soon as possible. To ensure the prompt and thorough investigation of a sexual harassment complaint, the complainant should provide as much information as is possible. Management cannot assist in stopping the harassment from continuing if it is unaware of the problem. If you have witnessed sexual harassment, you also are required to report the incident so that prompt action may be taken.

It is the policy of RMG to investigate claims of sexual harassment, or any other prohibited discrimination, and to promptly and effectively eliminate such conduct. The investigation will be kept as confidential as possible, consistent with the need to determine the facts. Retaliation against you for making a good faith report of harassment is prohibited by law and by Company policy. If an investigation confirms a violation of this policy, appropriate corrective and remedial action will be taken immediately to end the harassment and to discipline the violator. Questions regarding this policy can be directed to the President, the Chief Executive Officer, or your supervisor or any other member of management.

OTHER DISCRIMINATORY HARASSMENT

The Company strongly supports the rights of all its employees to work in an environment free from all forms of harassment. Harassment on the basis of race, color, religion, sex, national origin, genetic information, ancestry, citizenship or veteran status, age and disability are prohibited by Federal and State law. Local law further prohibits discrimination or harassment on the additional basis of marital status, sexual orientation, familial status or gender identity or expression. Harassing conduct includes, but is not limited to:

- Epithets
- Negative stereotyping
- Slurs
- Threatening, intimidating or hostile acts that relate to the above characteristics
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of the above characteristics, and that is placed on walls, bulletin boards, or elsewhere on the premises, or circulated in the workplace.

In compliance with the law and our policy, RMG prohibits harassment of any kind. If the result of an investigation indicates that corrective action is called for, such action may include disciplinary action up to and including immediate termination of the employment of the offender.

Conduct prohibited by these policies is unacceptable in the workplace or office, and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

BENEFITS

Eligible employees at RMG are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

Gap Insurance
Health Savings Account
Medical Insurance
Dental
Vision
401k (not RMG contributed)
Maternity Leave
Paternity Leave
Auto Mileage Reimbursement
Cobra Benefit Conversion at Termination/Separation
Holidays
Jury Duty Leave
Sick/ Personal Leave Benefits
Vacation/PTO (Personal Time Off)
Holidays
Bereavement

Some benefit programs require contributions from employees, but most are fully paid by RMG. The benefit package for regular full-time employees represents an additional cost to RMG of approximately 20 percent of wages.

RMG reserves the right to add, modify, or eliminate any benefit plan upon notice.

VACATION BENEFITS

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Regular full-time employees are eligible to earn and use vacation time as described in this policy.

Vacation accrual begins on the first day of full-time employment, and is accrued based on the calendar year according to the schedule in this policy. A pro-rated amount of vacation will be provided during an employee's initial year of employment, based upon his/her start date. Vacation cannot be taken until the successful completion of your introductory period.

Once eligible, employees will earn vacation each calendar year on the following schedule of continuous employment:

VACATION EARNING SCHEDULE

YEARS OF ELIGIBLE SERVICE	VACATION DAYS MONTHLY	VACATION DAYS EACH YEAR
Upon initial eligibility	.833 days	10 days
After 5 Years	1.250 days	15 days

The minimum amount of vacation that can be taken is a half a day, meaning that deductions from vacation benefits will not be less than a half-day increment. To take vacation, employees should request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest and relaxation, and personal pursuits. Vacation may not be carried over to the subsequent year (with each new year for purposes of PTO commencing at the new calendar year); provided however, RMG will allow employees to carry up to one week's worth of unused time forward to the next year. The carry over amount can never exceed this extra weeks' worth of time, and there will be no additional carry over until the employee uses paid vacation time and brings the extra carried over amount below a week. This provision supersedes and replaces any prior policies or practices regarding the gratuitous carry-over of unused benefits. Please see the Chief Executive

Officer or President if as of the date of this Handbook you have any questions about unused benefits from the RMG's prior policy.

Accrued vacation will be paid to employees leaving the Center so long as termination was not for wrongful misconduct (as determined in our discretion) and, in the case of resignation, if Employee has given at least 2 weeks' notice. If we advance vacation before accrual, we reserve the right to recover it if an employee resigns without the 2 weeks required notice.

HOLIDAYS

RMG currently recognizes the following holidays each year:

New Year's Day (January 1)
Martin Luther King, Jr. Day (third Monday in January)
President's Day (third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veterans Day (November 11th)
Thanksgiving (fourth Thursday in November)
Day after Thanksgiving
Christmas Eve (December 24)
Christmas (December 25)

RMG will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

Regular full-time employees

To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

In addition to the recognized holidays previously listed, eligible employees will receive one extra holiday day in each calendar year for the employee's birthday. To be eligible, employees must complete 90 calendar days of service in an eligible employment classification. These holidays must be scheduled with the prior approval of the employee's supervisor. Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime. You will be notified of any changes in recognized holidays.

SICK LEAVE BENEFITS

RMG provides paid sick leave to all eligible employees for periods of temporary absence due to illness or injuries. Eligible employee classification(s):

Regular full-time employees

Eligible employees will accrue sick leave benefits at the rate of 8 days per year (.67 of a day for every full month of service). Sick leave accrual begins on the first day of full-time employment, and is accrued based on the calendar year according to the schedule in this policy. A pro-rated amount of sick time will be provided during an employee's initial year of employment, based upon his/her start date. Sick time cannot be taken until the successful completion of your introductory period.

Paid sick/personal leave can be used in minimum increments of one day. Eligible employees may use sick leave benefits for an absence due to their own illness or injury or that of a family member who resides in the employee's household.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence.

If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement must be provided verifying the disability and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave benefits.

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 15 calendar days' worth of sick leave benefits. If the employee's benefits reach this maximum, further accrual of sick leave benefits will be suspended until the employee has reduced the balance below the limit.

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence. Unused sick leave benefits will not be paid to employees while they are employed or upon termination of employment.

BEREAVEMENT

RMG understands the impact the death of a loved one can have on the employee and their family; therefore, RMG offers 3 days of bereavement leave [paid or unpaid] to those employees who have lost a loved one. For purposes of this policy, loved ones include an employee's spouse; parents, grandparents, domestic partner, siblings, children, stepchildren, father-in-law, mother-in-law, brother-in-law, son-in-law and daughter-in-law.

DISABILITY LEAVE

RMG has a unique workforce in that a majority of our employees are part-time. Full Time employees employed for a year or more are eligible for Family and Medical Leave benefits, but part-time employees are not. Part-time employees are eligible for unpaid disability leave after they have been employed for 6 months or more. This means that we will hold a job for any eligible employee who has to take off work for their own or a family members' sickness, injury or disability for up to 6 weeks. After 6 weeks leave, we can no longer hold a vacant position but will consider rehiring an employee returning after 6 weeks if that employee is best qualified for the position. Full-time employees employed for a year or more are entitled to greater leave under the FMLA and for continuation of benefits. Our FMLA policy is included in a booklet that is only provided to full-time employees who may be eligible for that leave.

MATERNITY/PATERNITY LEAVE

RMG will provide up to Four (4) weeks of paid parental leave to full time employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable.

Jury Duty

If you are called for jury duty, you must notify the Chief Executive Officer or your supervisor within forty-eight (48) hours of receipt of the jury summons and provide him/her with a copy of the summons.

RMG will pay your normal wages per day for the maximum of days, as required by state and local law, and may require you to submit any other compensation you receive for jury duty, as permitted by law.

You must report for work if you are released from jury duty before the end of your regularly scheduled workday or if you are temporarily released from jury duty.

MILITARY LEAVE

A military leave of absence will be granted if you are absent from work because of service in the "uniformed services" (active or inactive duty under federal authority) in accordance with the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). Advance notice of military service is required under USERRA, unless military necessity prevents such notice, or it is otherwise impermissible or unreasonable. Time limits have been set for reporting back to work based on the length of time in the uniformed service. Please see the Chief Executive Officer or President, for additional information on Military Leave.

BENEFITS CONTINUATION (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under RMG's health plan when a "qualifying event" would normally result in the lRMG of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at RMG's group rates plus an administration fee. RMG provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under RMG's health insurance plan. The notice contains important information about the employee's rights and obligations.

BUSINESS TRAVEL EXPENSES

RMG will reimburse employees for reasonable (as determined by RMG) business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Chief Executive Officer or President.

Employees whose travel plans have been approved are responsible for making their own travel arrangements.

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by RMG. Employees are expected to limit expenses to reasonable amounts.

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by RMG may not be used for personal use without prior approval.

When travel is completed, employees should submit completed travel expense reports within seven days. Reports should be accompanied by receipts for all individual expenses.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

TERMINATION

Your employment is at-will. This means that either you or RMG may terminate the employment relationship at any time, for any reason, with or without notice or cause.

RMG will consider you to have voluntarily terminated your employment if you do any of the following:

1. Resign from RMG;
2. Fail to return from an approved leave of absence on the date specified by RMG; or
3. Fail to report to work or call in for three (3) or more consecutive workdays.

Resignation is a voluntary decision by an employee to terminate his/her employment with the Company. In such cases, we ask you to give us at least two weeks' notice should you decide to resign. The courtesy of advance notice will allow us time to adjust working schedules and attempt to secure a replacement.

Any RMG property issued to you, or in your possession , must be returned to RMG at the time of your separation. Employees will receive their final pay in accordance with applicable federal, state and local law.

RYAN MANAGEMENT GROUP, INC.

Lease and Operational Compensation Structure

Ryan Management Group (RMG) is proud to propose a comprehensive and strategic 25-year lease agreement to manage The Sunrise Theatre—an initiative designed to preserve and revitalize this historic venue while transforming it into a self-sustaining cultural and entertainment hub. With an option to renegotiate for an additional 25-year term following the initial lease, our proposal establishes long-term stability and fosters forward-thinking collaboration to ensure economic growth and increased community engagement.

FPRA Funds Assistance

To support immediate operational enhancements and ensure a smooth transition, we are requesting that the **historically provided FPRA funds continue for an initial period of five years at the full amount of $500,000, with a structured reduction in subsequent years**. These funds will allow us to:

- Address **critical infrastructure and technical upgrades**.
- Invest in **state-of-the-art production equipment** to attract top-tier entertainment.
- Expand **programming and marketing initiatives** to grow audiences.
- Maintain financial stability while transitioning to a **self-sustaining model**.

Reinvestment & Hospitality Enhancements

During the first five years, RMG will **reinvest a significant portion of generated revenue** into elevating The Sunrise Theatre's brand identity and patron experience, ensuring it appeals to both existing patrons and new audiences. Key initiatives include:

- **Expanding the event calendar** to feature nationally recognized performers, including household names such as **Maroon 5**, Broadway concerts, comedy shows, and music festivals.
- **Targeted marketing and audience development strategies** to increase visibility regionally and nationally.
- **Strengthening community-driven programming** to reinforce The Sunrise Theatre as a cultural and economic anchor in **downtown Fort Pierce**.

A major area of **reinvestment will focus on hospitality and food & beverage enhancements**, elevating the experience for **patrons, artists, and event clients** alike. These initiatives include:

- **Hiring a full-time Executive Chef** to oversee hospitality services for traveling artists, providing high-quality catered meals and accommodations.

- **Expanding in-theatre food and beverage offerings**, introducing **premium snacks, small plates, and curated food pairings** at concessions.
- **Enhancing the Friends Lounge experience** with an expanded menu, specialty cocktails, and **wine-pairing events**, creating a more immersive pre-show and intermission experience.
- **Bringing all catering services in-house** to provide a **fully turnkey solution for weddings, corporate events, and private rentals**, increasing revenue potential and making the theatre a premier event destination.
- **Introducing VIP and themed dining experiences**, where guests can enjoy a custom **chef-curated menu tied to specific performances**, further enriching the entertainment experience.

In-House Dining: A Historic Experience for Patrons

To elevate the **patron experience and increase revenue**, we propose opening the **theatre early on performance days**, allowing ticket holders to **enjoy dinner inside the historic venue** through our in-house catering services. This initiative will:

- Provide **a unique dining experience** that enhances the overall event atmosphere.
- Allow guests to **enjoy a full meal before the show** in the theatre's stunning historic setting.
- Offer **exclusive, themed menus** inspired by the evening's performance, creating a fully immersive experience.
- Increase pre-show and intermission sales, boosting overall **food & beverage revenue**.

By transforming The Sunrise Theatre into a **dining and entertainment destination**, we can further solidify its role as a **premier cultural attraction** in downtown Fort Pierce.

Community Engagement: Grants & Low-Cost/Free Programming for Schools & IRSC Students

As part of our **commitment to arts accessibility and education**, RMG will establish a **dedicated grant program** and offer **low-cost or free programming** for local municipality schools and **Indian River State College (IRSC)** students. Initiatives include:

- **Financial assistance for school field trips, educational workshops, and student performances** at The Sunrise Theatre.
- **A robust arts-in-education series**, providing direct access to professional artists, musicians, and theatrical productions.
- **Low-cost or free Broadway Master Classes for IRSC students**, featuring industry professionals offering hands-on training in acting, musical theatre, and stage production.
- **Internship and mentorship programs** for students pursuing careers in **arts management, production, and performance**.
- **Annual community festivals and interactive educational events** designed to inspire creativity and foster a deeper appreciation for the arts.

These programs will not only cultivate the **next generation of artists and arts professionals** but will also further establish The Sunrise Theatre as a **hub for cultural education**.

Revenue-Sharing Model

To ensure long-term financial sustainability and align our success with the theatre's growth, RMG proposes an **innovative revenue-sharing model**:

- **Threshold for Profit Sharing:** Profit-sharing will begin only when annual profit—calculated after all operating expenses—exceeds **$200,000**, ensuring that essential reinvestments are made first.
- **Percentage of Revenue Shared:** Once the threshold is met, **5% of the revenue above that amount** will be allocated for profit sharing.
- **Annual Revenue Share Cap:** The **annual profit share is capped at $250,000**, balancing **financial predictability and stakeholder benefit**.
- **Transparency and Accountability:** Independent third-party audits will ensure compliance with **generally accepted accounting principles (GAAP)** and maintain financial transparency.
- **Community Benefits:** A portion of shared revenue will directly **support local arts programs, theatre improvements, and educational outreach**.

This model encourages **continuous growth and reinvestment**, ensuring that as The Sunrise Theatre thrives, so does the **broader Fort Pierce community**.

A Vision for Revitalization and Continued Growth

Our strategic **compensation and operational framework** reflects RMG's commitment to **not just managing The Sunrise Theatre—but actively revitalizing it**. With the continuation of FPRA funds for the first five years, **innovative revenue-sharing, hospitality and programming enhancements, and strategic reinvestment**, we will:

- **Increase tourism and economic activity in downtown Fort Pierce**.
- **Create new job opportunities** in arts, hospitality, and event production.
- **Enhance cultural accessibility through education initiatives**, including **grants and Broadway Master Classes for IRSC students**.
- **Establish The Sunrise Theatre as a nationally recognized performing arts destination**.

Through **visionary leadership, forward-thinking investments, and strong community partnerships**, Ryan Management Group is dedicated to ensuring that The Sunrise Theatre not only honors its rich history but also becomes a **trailblazing model for cultural excellence, hospitality innovation, and sustainable growth**.

With this **strategic transformation**, The Sunrise Theatre will evolve into **a premier entertainment, dining, and event destination**, offering unforgettable experiences for patrons, artists, and the Fort Pierce community.

RYAN MANAGEMENT GROUP, INC.

Bern Ryan & Holland Ryan
President & CEO
Ryan Management Group
2601 SE Morningside BLVD.
Port St. Lucie, FL 34952
3/26/25

To Whom It May Concern,

Ryan Management Group (RMG) was established with the specific intent of applying for this Request for Proposal (RFP) to manage and operate The Sunrise Theatre. As a newly formed entity, RMG does not currently have a financial audit. However, our leadership team brings extensive experience in successfully managing similar venues, executing large-scale events, and overseeing multi-million-dollar budgets with financial transparency and accountability.

Although RMG does not yet have an independent financial audit, we are fully prepared to adhere to all financial reporting requirements outlined in the RFP. We are committed to implementing industry-standard accounting practices, maintaining transparent financial records, and undergoing regular third-party audits once operations commence. Additionally, our team has a strong track record of responsible financial stewardship, demonstrated through our prior management of venues and events that have collectively generated over $100 million in economic impact.

We welcome the opportunity to provide any further financial information or references that may assist in your evaluation. Please feel free to contact us with any questions.

Thank you for your consideration.

Sincerely,

Bern Ryan
President

Holland Ryan
CEO

BUSINESS OFFICE

4724 NE12th Avenue Oakland Park FL 33334

PH(954)401-8603

jackhammerliveaudio@gmail.com

August 3, 2024

To: City of Fort Pierce

Re: Reference of Bern Ryan and Holland Ryan Sunrise Theater Fort Pierce

To whom concerned,

I have had a vendor relationship with Bern Ryan for 20 years as I provided audio, lighting and staging services for the Delray Beach, then Palm beach Garlic Festival. He is still a part of that festival as am I. Working for Bern has always been a pleasure and he has always put the show quality above all else. He is a very knowledgeable producer and manager in my experience, and his food and beverage experience and success is also critical to a venue , in my opinion.

I have had a long relationship with Holland Ryan. He was at Old School Square where Garlic Festival was held holding various positions. Over the years, I serviced Old School Square for Holland as well, as he moved up in position eventually managing the complex.

He has also worked for me as a freelance engineer over the years.

Holland also always puts quality first and managed the shows, as well as the venue in a highly professional manner and knows what tools to put in place to make shows run smoothly.

Both have separate as well as overlapping skills in various areas of venue, concert and event management as well as booking, and I believe would do a great job of managing your theater schedule when given the tools required. I am always happy to serve either of them whenever they call.

If I can provide any further input, please let me know

Michael (Jack) Wilke

Jack Hammer Live Audio

March 13, 2025

To Whom It May Concern:

It is my pleasure to give an enthusiastic recommendation of Holland Ryan for employment.

I had the opportunity to work with Holland while serving on the board of Old School Square Cultural Arts Center in Delray Beach, where I previously served as mayor.

Holland was a pleasure to work with and would be an asset to any organization seeking someone with a wide range of skills.

Knowing that most cultural institutions require someone who can wear many “hats” I feel it’s important to outline some of Holland’s assets as follows:

- Operational Leadership & Financial Stewardship:

o Successfully managed day-to-day operations at Old School Square Center for the Arts, overseeing a $3.8 million annual budget while generating an economic impact of $101 million. (Americans for The Arts Economic Impact Study 2017).

Old School Square served as a significant economic driver for our city bringing arts and culture to our residents, neighbors and tourists. Our business community relied on a strong and vibrant center to drive commerce in our downtown and build Delray’s brand. Holland was integral in this important mission and did a wonderful job as a financial steward of a large organization with many moving parts and a significant budget.

- Innovative Crisis Management:

Holland spearheaded the development and implementation of a fully socially distanced seating layout, enabling the venue to be the first in the nation to restart live programming on October 24, 2020, during the COVID-19 pandemic.

Holland was instrumental in producing the biggest ever concert in our city’s history, a performance by the legendary Jimmy Buffett. To pull this off safely during Covid was a remarkable and important achievement. The event was a major success that received nationwide acclaim for the safety of the seat design for the event. Holland made it all happen. He showed tremendous creativity in a difficult set of circumstances.

- Digital Transformation & Virtual Programming:

o Created and executed the "Amplified" Virtual Concert Series, resulting in over 20 million online views and significantly expanding the theatre’s audience both locally and nationally.

Holland’s innovative leadership set the standard for this new program.

- Enhanced Programming & National Household Names:

o Implemented strategic changes to the programming lineup to include national household names such as Jimmy Buffett, among others, thereby elevating the venue's profile and drawing a wider, more diverse audience.

Holland’s programming skills created relevant cultural programs that drew large crowds of happy patrons.

- Cultural Impact & Community Engagement:

o Attracted over 1.2 million visitors annually and orchestrated 3,600 diverse events, contributing to the vibrant cultural and economic growth of the Delray Beach community.

- Food & Beverage Innovation:

o Revamped food and beverage operations by introducing new policies, dynamic event pricing, and mobile ordering, leading to a remarkable 537% revenue increase from Q1 2020 to Q1 2021.

- Collaborative & Visionary Leadership:

o Worked closely with the Board and local stakeholders to execute a transformative organizational vision, establishing Delray Beach as a National cultural arts hub.

As a former mayor, I can’t overstate the value of Holland’s contributions to our civic brand.

- Commitment to Excellence:

o Demonstrated a consistent ability to innovate, adapt, and lead in challenging environments, setting new benchmarks for operational excellence in the arts and entertainment sector.

In closing, I can’t think of a better person to lead an organization. Holland is not only highly skilled, but he’s also personable, knows how to build and maintain a motivated team and can interact comfortably with a wide range of stakeholders. Thanks for your kind consideration. If I can be of further assistance please call me at 561-706-6165.

Sincerely,

Jeff Perlman

Former Mayor of Delray Beach,

Executive Director of the Carl Angus DeSantis Foundation

Past Board member of Old School Square.

August 6, 2024

To: City of Ft. Pierce

Re: Letter of Recommendation for Holland Ryan

It is my great pleasure to provide a heartfelt letter of recommendation for Holland Ryan.

I have worked with Holland for many years, and I consider him to be one of the most comprehensively professional people in the business. His broad-based knowledge of the entertainment industry is unmatched, and he has a stellar reputation in the business. His reputation translates into expanded opportunities for high-quality acts that will generate the significant revenue streams necessary to support an operation of the scale of the Sunrise Theater.

Holland brings a tremendous basket of skills to the table, and these skills are presented by a person of high character, wrapped in a personality that has consistently opened doors. He is beloved by his coworkers, and he is able to get high performance out of everyone on staff. His knowledge of every aspect of the financial, logistical, contractual, technical, promotional, and community relational nature of performing arts center management is exceptional.

In the short time Holland has been a part of the Sunrise Theater team, I have noticed his influence on the programming and execution of the exciting events hosted at the theater, consistently bringing a smile to my face.

I offer my highest recommendation for Holland Ryan to lead the Sunrise Theater to a level of success that has long been elusive. If I were in your position, I would hire Holland to lead the institution without hesitation. I would welcome the opportunity to answer any questions you might have or provide further clarification.

Sincerely,

Robert Steele, President & CEO
Historical Society of Martin County

rsteele@hsmc-fl.com 0: 772-225-1961 x-109 C: 570-220-7122 825 NE Ocean Blvd., Stuart FL 34996

30/90/120-Day Plan for Sunrise Theatre Operations Transition

Opening: RMG's Commitment to the City, Community, and Its Residents

Ryan Management Group, Inc. (RMG) is honored to take on the management and revitalization of the **Sunrise Theatre**, a historic and cultural gem in the heart of **downtown Fort Pierce**. Our **primary focus** is on the **betterment of the city, its community, and its residents**, ensuring that the theatre serves as both an artistic hub and an economic driver for the region. RMG understands that the **Sunrise Theatre is more than just a venue**—it is a gathering place for the community, a source of pride for Fort Pierce, and a key contributor to the **city's cultural and economic vitality**.

With a **proven track record** of revitalizing historic venues and turning them into thriving arts and entertainment destinations, RMG will apply its **expertise, strategic vision, and commitment to excellence** to enhance the Sunrise Theatre's operations, expand programming, and elevate guest experiences. Our goal is to create a **world-class entertainment destination** that not only attracts visitors but also supports **local artists, businesses, and cultural organizations**. By focusing on **quality programming, superior hospitality, community engagement, and economic growth**, we will ensure that the **Sunrise Theatre flourishes** as the **beating heart of downtown Fort Pierce**.

To accomplish this, RMG has developed a **comprehensive 30/90/120-day transition plan** that prioritizes:
✅ **Operational Excellence:** Hiring top-tier talent, streamlining processes, and implementing industry best practices.
✅ **Expanded Programming:** Curating a diverse lineup of performances that cater to all audiences, from Broadway to rock and comedy.
✅ **Enhanced Guest Experience:** Upgrading food and beverage offerings, security measures, and overall customer service.
✅ **Economic Growth & Community Impact:** Increasing foot traffic, supporting local businesses, and providing job opportunities.

With this **strategic and community-first approach**, RMG will **seamlessly transition into leadership** while laying the groundwork for **long-term success and sustainability** at the Sunrise Theatre.

First 30 Days: Transition & Assessment

Objective: Establish operational control, assess existing systems, and implement immediate improvements.

Facility & Maintenance

- Conduct a **comprehensive facility assessment** ensuring safety, compliance, and operational efficiency.
- Review **HVAC, electrical, plumbing, and structural systems**, developing a **short- and long-term maintenance plan**.

Technical Equipment & Production

- **Hire a new Technical Director** to oversee all production and technical aspects.
- **Hire a Head Sound Engineer and Master Electrician** to ensure high-quality performances.
- Evaluate **sound, lighting, and rigging systems** for upgrades and optimization.

Programming & Event Scheduling

- Review the **existing event calendar** and ensure smooth execution of scheduled performances.
- Begin curating **expanded programming**, including:
    - **Broadway Concert Series**
    - **Comedy Series**
    - **Black Box Series**
    - **Rock, Country, and Reggae Concert Series**
- Establish relationships with **booking agents and promoters** for high-profile talent acquisition.

Food & Beverage Operations

- Assess **current bar and concession operations** for efficiency and profitability.
- Begin **planning for the full-service culinary kitchen**, which will enable in-house catering.
- **Hire a Full-Time Food & Beverage Manager** to oversee bar operations and catering services.
- Start hiring **part-time bartenders, barbacks, and concession staff** to support expanded offerings.

Security & Risk Management

- Conduct a **security audit** of existing infrastructure installed by the City.

- Develop updated **security protocols** and staff training programs.
- Begin **contracting with law enforcement and private security firms** based on event needs.

Marketing & Public Relations

- **Retain the full-time Marketing Director** for continuity.
- **Hire a part-time Marketing Assistant** to boost promotional efforts.
- **Review potential third-party public relations firms** for media outreach and promotional strategy.
- Begin executing **aggressive digital marketing campaigns**, utilizing:
    - **Social media (YouTube, Facebook, Instagram, TikTok)**
    - **Streaming service ads (Hulu, Amazon Prime, HBO Max)**
    - **Satellite and terrestrial radio (iHeartRadio, SiriusXM)**
- Continue **wedding and private event rental marketing campaigns** via **Wedding Wire, The Knot, and Eventective**.

Back-Office & Administrative Setup

- Transition **human resources, payroll, and financial management systems** to RMG.
- Ensure compliance with **GAAP accounting principles and regulatory requirements**.
- **Offer employment opportunities** to the current Theatre Executive Director, Technical Director, and Maintenance Manager.
- Begin hiring **finance, IT, and administrative staff** to support operations.

First 90 Days: Implementation & Expansion

Objective: Implement key operational improvements, expand programming, and enhance guest experiences.

- Begin **preventative maintenance and necessary repairs**.
- Finalize contracts for **new performance series and festivals**.
- Expand **community engagement initiatives** through partnerships with local artists and organizations.
- Develop **outdoor festivals and free community events** to expand audience reach.
- Begin construction of the **full-service culinary kitchen**.
- Introduce **VIP food and beverage experiences**.
- Fully implement updated **security protocols** and staff training programs.
- Execute **expanded marketing campaigns** to boost ticket sales and rentals.
- Establish **long-term vendor partnerships** for IT, HR, and legal services.

First 120 Days: Optimization & Growth

Objective: Achieve full operational efficiency, drive revenue growth, and establish the Sunrise Theatre as a premier cultural hub.

- Complete **any major renovations or facility upgrades**.
- Launch **expanded concert series, Broadway performances, and seasonal festivals**.
- Officially **launch the full-service culinary kitchen and in-house catering services**.
- Fully integrate **expanded rental equipment offerings** and **technical upgrades**.
- Conduct a **financial performance review** and refine budget planning.
- Expand **regional and national press outreach** to enhance visibility.

Conclusion: A Long-Term Commitment to Fort Pierce's Cultural and Economic Growth

RMG is **deeply invested** in the **success and longevity** of the **Sunrise Theatre and the city of Fort Pierce**. Our commitment extends far beyond venue management—we aim to be an **active partner in the community's cultural and economic development**. By introducing **world-class programming, elevating food and beverage services, enhancing security, and streamlining back-office operations**, we will **position the Sunrise Theatre as a pillar of arts and entertainment** in the region.

With **leadership from Bern and Holland Ryan**, who have successfully transformed historic venues into thriving arts centers, RMG will apply its **expertise, passion, and community-driven approach** to ensure that the Sunrise Theatre not only survives but **thrives**. Through **expanded programming, partnerships with local businesses, and engagement with residents**, we will drive **tourism, local business growth, and economic development**, making downtown Fort Pierce a **must-visit cultural destination**.

Our mission is clear: **to honor the theatre's storied history while embracing a future of innovation, growth, and unparalleled entertainment experiences**. With the City of Fort Pierce and its residents as **our partners**, we will build a **bright and sustainable future for the Sunrise Theatre**—one show, one performance, and one unforgettable experience at a time.

Exhibit "H"

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 RFP No. 2025-017 for **Fort Pierce Sunrise Theatre Operations Concession**

2. This sworn statement is submitted by Ryan Management Company, Inc.
(name of entity submitting sworn statement)
whose business address is 2601 SE Morningside Blvd., Port St. Lucie, FL 34952
and (if applicable) its Federal Employer Identification Number (FEIN) is 99-4349863
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Holland Ryan my relationship to the entity named above is Secretary.
(please print name of individual signing)

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 tacie 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.)**

Exhibit "H"

Signature: Holland Ryan

Date: 03/26/2025

Date:
STATE OF Florida

COUNTY OF Orange

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

HOLLAND RYAN who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 26th day of March 2025. Type of ID: Driver License

Karl Berry Joseph

NOTARY PUBLIC SEAL:

Karl Berry Joseph
Notary Public - State of Florida
Comm. Expires 12-15-2028
Commission # HH 592500

Notarized Online with NotaryLive.com

My commission expires: 12/15/2028

END OF SECTION

Notarized by: Karl Berry Joseph
Time: 2025-03-27 02:04:18 UTC
URL: https://notarylive.com/tu/cdp/HJ84CU
Access ID: HJ84CU
Pin: NPVY9M

EXHIBIT "I"

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Ryan Management Company, INC.

Authorized Representative's Name and Title: Holland Ryan, Secretary

Address: 2601 SE Morningside BLVD.

City: Port St. Lucie State: FL Zip Code: 34952

Phone Number: (561) 504-5138 Email Address: Hcryan@gmail.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: *Holland Ryan* Holland Ryan, Secretary 03/26/2025

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Orange

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☒ online notarization this 26th day of March, 2025 by HOLLAND RYAN, who is

☐ personally known or
☒ produced identification (ID produced: Driver License).

Notary Public Signature: _____ (Seal)

Print Name: Karl Berry Joseph My Commission Expires: 12/15/2028

NOTARY PUBLIC STATE OF FLORIDA

Karl Berry Joseph
Notary Public - State of Florida
Comm. Expires 12-15-2028
Commission # HH 592500

Notarized Online with NotaryLive.com

Notarized by: Karl Berry Joseph
Time: 2025-03-27 02:04:21 UTC
URL: https://notarylive.com/tu/cdp/9QW4AK
Access ID: 9QW4AK
Pin: 5JS9K7

February 28, 2025

CITY OF FORT PIERCE

RFP NO.2025-017

FT. PIERCE SUNRISE THEATRE OPERATONS CONCESSION

The purpose of this addendum is to extend the submission due date from March 5, 2025, to

3:00PM, March 27, 2025

and provide an updated timeline as follows:

RFP Issue Date	January 28, 2025
Pre-Proposal Meeting	February 18, 2025
Deadline for Questions	**March18, 2025**
Proposals Due/Opening	**March 27, 2025**
Evaluation Committee Process Completed	**May 2025**
Commission Approval Rankings	**May 2025**
Negotiations Commence	Immediately after Ranking Approval
Agreement Recommended to Commission	**July 2025**
Anticipated Start of Concession	**August/September 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: BERNARD RYAN
Typed or Printed

Company Name: RYAN MANAGEMENT GROUP, INC.

Address: 2601 SE MORNING SIDE BLVD.

PORT ST. LUCIE, FL 34952

Date: 3/26/2025

/gc

March 17, 2025

CITY OF FORT PIERCE

RFP NO.2025-017

FT. PIERCE SUNRISE THEATRE OPERATONS CONCESSION

ADDENDUM NO. 2

This addendum serves to modify and clarify the Request for by providing the detailed evaluation criteria, associated points, and responses to questions submitted by potential proposers.

Evaluation Criteria and Points

The following comprehensive evaluation matrix assigns numerical values to the specified criteria outlined in section 1.9 of the RFP.

Criteria	Description	Points
Relevant Experience and Organizational History	**Evaluates the proposer's demonstrated success in delivering services similar to those outlined in the RFP within comparable event venues. It also considers the proposer's overall business history, including company longevity, growth, stability, and legal/claims history.**	**25**
Team Qualifications	**Evaluates the qualifications, experience, and professional backgrounds of the key project team members, as well as their ability to contribute to the success of the theatre.**	**15**
Financial Projections and Economic Impact	**Assesses the proposer's projections related to exceeding the City's expectations for revenue, operating profitability, and community economic impact as well as their overall financial stability and capacity to manage the theatre effectively.**	**15**
Implementation Plan	**Evaluates the proposer's ability to effectively implement the scope of services through a clear and detailed plan. The evaluation will focus on the proposer's approach to managing key resources related to physical maintenance, technology, financial management, marketing, event management, community engagement – and their ability to execute a sustainable programming strategy. Proposals will also be assessed on the detailed 30/90/120-day rollout plans, and evaluation of their in-house capabilities and reliance on subcontractors.**	**30**
Alignment with Preferred Elements	**Assesses the extent to which the proposer has incorporated or addressed the preferred elements outlined in § 1.3 of the RFP.**	**10**

Questions and Answers

Budget Questions:

- **We see an approved 2023 annual budget, is it possible to receive a finalized 2023 budget. We see a proposed 2024 annual budget, is it possible to see the approved final budget for 2024.**
    - See attached approved budget from the FY 24/25 book. It includes the actual numbers from the 22/23 budget as well as the approved budget for 23/24.
- **What was the approved FPRA financial support for 2024/2025 and what of that amount remains**
    - The approved allocation from the FPRA for the Fiscal Year 2025 is $500,000
- **What are the YTD ticket sales?**
    - Current YTD ticket sales on record are: $1,452,848.77. That does not include the deferred revenue from Fiscal Year 2024 in the amount of $504,391.14 OR the deferred revenue from Fiscal Year 2026 in the amount of $20,766.81.
- **Does "packed sales" refer to F&B packaged goods?**
    - "Packed Sales" refers to the alcohol sales as well as other beverages and concession sales.
- **How long is your current credit card processing contract and who is it with?**
    - The Sunrise Theatre is contracting with the company Fortis for their credit card processing. It is on an annual lease that is currently set to expire on 2/6/26.

Under the Scope of Services tab regarding marketing:

- **Who will own the Sunrise Theatre . Com website and social media accounts? Are they to be transferred to the new operator or is it expected that the operator will create new accounts/websites?**
    - The ownership of the Sunrise Theatre website and social media accounts will be considered as part of the negotiation process.
- **Will the new operator receive the members and patrons email/marketing lists?**
    - This information is public record and therefore can be shared.
- **Would be possible to receive a list of current sponsors/donors and any term lengths/current contracts?**
    - This information is public record and therefore can be shared.

General Questions:

- **Status of roof and A/C repairs/replacement, and scheduled completion?**
    - The RFP for AC chiller replacement has closed, and the City is currently in the process of reviewing the submitted proposals. At this time, no roof repairs are scheduled but will be evaluated as part of future planning.
- **When was the last rigging inspection completed, can the last known report be sent for review?**
    - 2020. Report attached.
- **When was the last termite inspection done?**
    - 2019.
- **Who will manage the exterior of the building to ensure its up-keep, maintenance, and what exactly is within their purview?**
    - It is expected that the City, as the building owner, will remain responsible for the exterior upkeep of the Sunrise Theatre, including major building components as outlined in the City's Capital Improvement Plan (Exhibits C and D). This includes planned HVAC replacements and other

structural maintenance. Final responsibilities will be subject to negotiation with the successful proposer.

- **Can the City please clarify how the City would like vendors to submit proposals? The RFP tells vendors to submit via Demandstar on pages one and three, but on page fifteen vendors are told to also ship the following: "(1) original printed proposal, (5) printed copies and a digital copy on a flash drive one (1) electronic version on a USB drive, in a shipping envelope or box clearly labeled Proposal for Sunrise Theatre RFP 25-017…"**
    - Proposals should be submitted electronically via Demandstar website. Please disregard the instructions provided on page fifteen of the proposal document.

Clarifications

- **Liquor License**
    - The Theatre's liquor license is good until March 31, 2026.
- **Post Remediation Verification Certificate, see attached**
- **Air Quality Report, see attached**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: BERNARD RYAN
Typed or Printed

Company Name: RYAN MANAGEMENT GROUP INC

Address: 2601 SE MORNINGSIDE BLVD
PORT ST. LUCIE, FL 34952

Date: 3/26/2025

/gc

Attachments: **Air Quality Results 12.31.24**
Budget FY 2025
Post Remediation Verification Certificate
Rigging Inspection Report

March 19, 2025

CITY OF FORT PIERCE

RFP NO. 2025-017

FT. PIERCE SUNRISE THEATRE OPERATIONS CONCESSIONS

ADDENDUM NO. 3

The purpose of this addendum is to provide additional information to proposers, as well as respond to an inquiry received by a potential proposer.

QUESTION: What is Sunrise's fiscal year? It looks like October 1, but can you confirm?

ANSWER: **October 1 - September 30**

QUESTION: Will the concessionaire take over the existing budget mid-year?

ANSWER: **No, they will not take over the existing budget mid-year, they will need their own finances to operate.**

QUESTION: In the proposal, should the year 1 budget be the remainder of 2024 - 2025 or should year 1 be 2025-2026?

ANSWER: **Based on the timeline in Addendum 1, the anticipated start of the concession agreement is August or September, which would require the year 1 budget be 2025-26 to begin on October 1, 2025.**

QUESTION: Will the FPRA financial resource continue year to year? If so, is it a set amount or does it change each year?

ANSWER: **The FPRA allocation will not remain for operating costs beyond this fiscal year.**

QUESTION: Is there a restricted fund that can be used toward operational expenses? If so, is it a set amount each year or is it need-based?

ANSWER: **There is not a restricted account to be used for operational expenses. Currently, there is a restricted account that is used for capital expenses and funds are generated from tickets sales. This is based on the City's ticketing system and only used by the City.**

QUESTION: Are there committed city or state grants beyond this current year?

ANSWER: **No**

QUESTION: Will the concessionaire take over the existing operating bank account or begin their own?

ANSWER: **No, they will need their own bank account.**

QUESTION: In either instance, will the concessionaire begin with an operating cash balance?

ANSWER: **No**

QUESTION: Is there a mortgage or rent, or not applicable due to the building being city owned?

ANSWER: **The building is owned by the City and there is not a mortgage.**

QUESTION: Are there property taxes or not applicable due to the building being city owned?

ANSWER: **Property taxes would not be applicable to the concessionaire.**

All other conditions of this proposal remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: BERNARD RYAN
Typed or Printed

Company Name: RYAN MANAGEMENT GROUP, INC.

Address: 2601 SE MORNINGSIDE BLVD.
PORT ST. LUCIE, FL 34952

Date: 3/26/2025

/lh

RFP NO. 2025-017
FT. PIERCE SUNRISE THEATRE OPERATIONS CONCESSION
CUMULATIVE EVALUATION MATRIX

Firms	Charlotte Bireley	Jon Moses	Wendy Rydzewski	Totals
Boca Black Box *(Boca Raton, FL)*	49	67	29.5	**145.5**
Emprise Partners LLC *(Apopka, FL)*	48	69	36	**153**
HZIP LLC *(Dania Beach, FL)*	41	58	20.25	**119.25**
Ryan Management Group, Inc *(Boca Raton, FL)*	63	81	44.5	**188.5**
VenuWorks *(Ames, IA)*	84	85	75.5	**244.5**

CRITERIA	POINTS
Relevant Experience and Organizational History: Evaluates the proposer's demonstrated success in delivering services similar to those outlined in the RFP within comparable event venues. It also considers the proposer's overall business history, including company longevity, growth, stability, and legal/claims history.	**26**
Team Qualifications: Evaluates the qualifications, experience, and professional backgrounds of the key project team members, as well as their ability to contribute to the success of the theatre.	**16**
Financial Projections and Economic Impact: Assesses the proposer's projections related to exceeding the City's expectations for revenue, operating profitability, and community economic impact as well as their overall financial stability and capacity to manage the theatre effectively.	**16**
Implementation Plan: Evaluates the proposer's ability to effectively implement the scope of services through a clear and detailed plan. The evaluation will focus on the proposer's approach to managing key resources related to physical maintenance, technology, financial management, marketing, event management, community engagement – and their ability to execute a sustainable programming strategy. Proposals will also be assessed on the detailed 30 / 90 /120-day rollout plans, and evaluation of their in-house capabilities and reliance on subcontractors.	**31**
Alignment with Preferred Elements: Assesses the extent to which the proposer has incorporated or addressed the preferred elements outlined in § 1.3 of the RFP.	**11**
TOTAL	**100**

Janaury 23, 2025

CITY OF FORT PIERCE

FORT PIERCE, FLORIDA

RFP NO. 2025-017

Sealed proposals will be received by the City of Fort Pierce, Fort Pierce, Florida, in the Purchasing Division, until:

3:00 PM, WEDNESDAY MARCH 5, 2025

for furnishing:

FORT PIERCE SUNRISE THEATRE OPERATIONS CONCESSION

in accordance with detailed specifications available upon request in the Purchasing Division, City Hall, 100 N. U.S. 1, Fort Pierce, Florida. Copies of the documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com, or on the web site of the City of Fort Pierce https://www.cityoffortpierce.com/Bids.aspx?CatID=17and Demandstar.com (www.demandstar.com).

A **Pre-Proposal Conference will be held at 10:00 A.M., Tuesday, February 25, 2025,** at the **Sunrise Theatre, 117 South 2nd Street, Fort Pierce, FL 34950.** All interested proposers are encouraged to attend this meeting.

The City of Fort Pierce encourages Minority/Women Owned Business Enterprise participation.

CITY OF FORT PIERCE

Gelencia Carter
Purchasing Manager

PUBLISH: **1/28 and 2/04 (Tribune)**

NOTE: **PLEASE BILL THIS AD TO THE CITY OF FORT PIERCE ACCOUNT NO. 463454 (T11504099)**

SUNRISE THEATRE OPERATIONS CONCESSION

Recommendation for Award

RFP 2025-017

July 21, 2025



Overview

The Sunrise Theatre has traditionally operated as a City-managed department under an enterprise fund structure. To explore a new management approach, the City issued **RFP No. 2025-017** seeking proposals from qualified concessionaires to assume full operational responsibility for the Theatre.





RFP Issue Date: January 28, 2025
Pre-Proposal Meeting/Site Visit: February 18, 2025
Submittal Deadline: March 27, 2025

Scope of Services

The concessionaire will be responsible to manage the day-to-day operations of the Sunrise Theatre, including but not limited to:

Programming
Plan, book, and manage all programming and events, balancing profitability with community-centered and culturally relevant offerings.

Maintenance
The concessionaire will be responsible for ongoing routine facility maintenance and cleanliness of the venue, while the City will retain responsibility for capital systems like HVAC.

Marketing
Lead all marketing efforts, including maintaining the website, promoting events, and pursuing sponsorships to increase visibility and revenue.

Back Office Management
Oversee all HR, accounting, IT, and compliance, ensuring fully independent and auditable operations. As well as implementing and operating security measures.

Ticketing/Customer Relations
Operate all ticketing platforms and provide responsive customer service for patrons, performers, and vendors.

Food and Beverage
Manage all food and beverage operations, ensuring licensing compliance, and explore opportunities to enhance catering capabilities on site.

Proposal Requirements

- Cover letter, table of contents and signed affidavits
- 5-year operating budget
- Transition plan and timeline for implementation
- Company history, experience and financial stability
- Key personnel bios and organizational structure
- Relevant licenses, certifications and financials
- Detailed response to scope of services, including in-house capacity or third party partnerships
- Past litigation or criminal charges
- References



RFP Response Summary

BOCA BLACK BOX	Boca Raton, Florida
EMPRISE PARTNERS, LLC	Apopka, Florida
HZIP, LLC	Dania Beach, Florida
RYAN MANAGEMENT GROUP, INC.	Boca Raton, Florida
VENUWORKS	Ames, Iowa

Evaluation Committee

Charlotte Bireley
Director of Tourism + Marketing
St. Lucie County

Jon Moses
Executive Producer/CEO
Riverside Theatre

Wendy Rydzewski
Accountant
City of Fort Pierce



Evaluation Criteria

Relevant Experience and Organizational History
Evaluates the proposer's demonstrated success in delivering services similar to those outlined in the RFP within comparable event venues. It also considers the proposer's overall business history, including company longevity, growth, stability, and legal/claims history.

Team Qualifications
Evaluates the qualifications, experience, and professional backgrounds of the key project team members, as well as their ability to contribute to the success of the theatre.

Financial Projections + Economic Impact
Assesses the proposer's projections related to exceeding the City's expectations for revenue, operating profitability, and community economic impact as well as their overall financial stability and capacity to manage the theatre effectively.

Implementation Plan
Evaluates the proposer's ability to effectively implement the scope of services through a clear and detailed plan. The evaluation will focus on the proposer's approach to managing key resources related to physical maintenance, technology, financial management, marketing, event management, community engagement – and their ability to execute a sustainable programming strategy. Proposals will also be assessed on the detailed 30/90/120-day rollout plans, and evaluation of their in-house capabilities and reliance on subcontractors.

Alignment with Preferred Elements
Assesses the extent to which the proposer has incorporated or addressed the preferred elements outlined in § 1.3 of the RFP.



Cumulative Evaluation Matrix

Firms	Charlotte Bireley	Jon Moses	Wendy Rydzewski	Totals
Boca Black Box *(Boca Raton, FL)*	49	67	29.5	**145.5**
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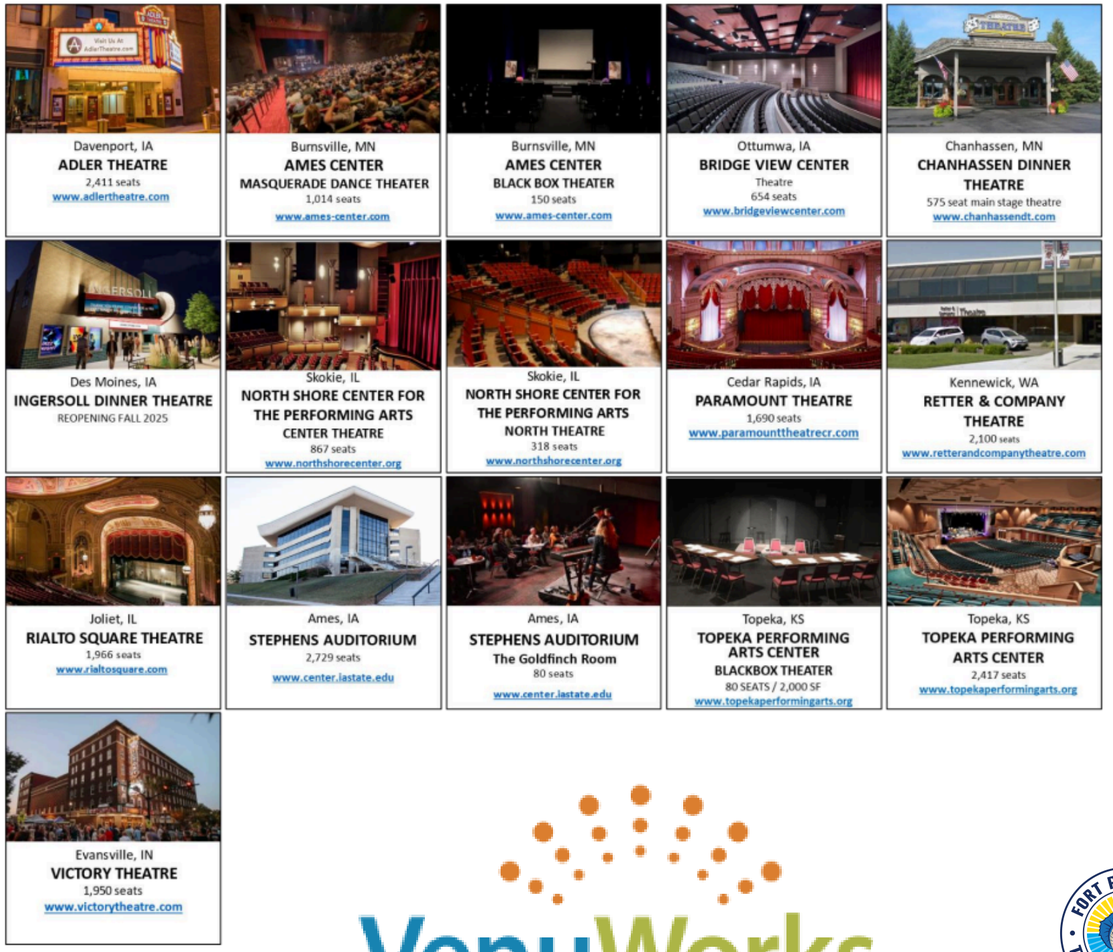
HZIP LLC *(Dania Beach, FL)*	41	58	20.25	**119.25**
Ryan Management Group, Inc *(Boca Raton, FL)*	63	81	44.5	**188.5**
VenuWorks *(Ames, IA)*	84	85	75.5	**244.5**

Key Points from Cover Letter:

- Operates **50+ venues, specializing in historic theatres**
- Focuses on **exceptional programming, operational efficiency, and financial success**, ensuring accessibility and affordability
- Balances **historic preservation with modern operations**
- Curates **diverse, community-centered programming** that reflects local identities
- Maximizes Theatre use with **private events on low-demand days**
- Proven history of **turning financial deficits into gains**, reducing taxpayer burden, and creating self-sustaining cultural hubs
- Aims to reimagine the Theatre as an **inclusive and vibrant cultural and economic driver** for future generations



VenuWorks

FORT PIERCE, FL · THE SUNRISE CITY

Recommendation:

It is recommended that RFP 2025-017 be awarded to the highest-ranked respondent, VenuWorks, and that staff be authorized to enter into contract negotiations. The final agreement will be presented to the City Commission for approval.



City Commission Regular Meeting - 5:05 PM **11. G.**

Meeting Date: 07/21/2025

Re: 2024 FEMA SUBAWARD AND GRANT AGREEMENT - 2024 HURRICANE MILTON

Submitted For: Donnella Clarke, Grants Administration Manager, Community and Economic Dev

SUBJECT:

Approval of federally funded Subaward and Grant Agreement with Florida Division of Emergency Management for Hurricane Milton.

SUMMARY:

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

RECOMMENDATION:

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

ALTERNATIVES:

Staff shall proceed as directed by Commission.

RESPONSIBLE STAFF:

Donnella Clarke, Grants Manager

COORDINATED WITH:

Shyanne Harnage, Director of Community and Economic Development

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2024 -2025

Account: 000000

Amount: 0.00

FISCAL IMPACT:

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

Attachments

FEMA Grant Agreement

2024 FEMA - Vendor Registration Instructions

2024 FEMA - Funding Agreement Applicant Instructions

2024 - FEMA Designation of Authority

2024 FEMA - Damage Inventory Report

2024 FEMA - Risk Assessment Questionnaire City of Fort Pierce

2024 FEMA Subaward and Grant Agreement - 2024 Hurricane Milton No. Z4631 - Signature Page

RLS Memo and Attachments

Response to CAO - Request for Removal of Section (17) - Liability

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Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/15/2025 12:20 PM
City Manager	Richard Chess	07/15/2025 12:51 PM
Form Started By: Donnella Clarke		Started On: 04/30/2025 04:49 PM
Final Approval Date: 07/15/2025		

Agreement Number: Z4631

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for- Hurricane Milton DR4834

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

Subrecipient's name:	Fort Pierce, City Of
Subrecipient's unique entity identifier:	HD7SD9PNKNA5
Federal Award Date:	12/10/2024
Subaward Period of Performance Start and End Date (Cat A-B):	10/05/2024 - 04/11/2025
Subaward Period of Performance Start and End Date (Cat C-G):	10/05/2024 - 04/11/2026
Amount of Federal Funds Obligated by this Agreement:	N/A
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	
Federal award project description (see Federal Funding Accountability and Transparency Act (FFATA):	Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.
Name of Federal awarding agency:	Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)
Name of pass-through entity:	Florida Division of Emergency Management (FDEM)
Contact information for the pass-through entity:	2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100
Assistance Listing Number (Formerly CFDA Number):	97.036
Indirect cost rate for the Federal award:	See Section 9 (d)
Assistance Listing Program Title (Formerly CFDA program Title):	Disaster Grants - Public Assistance (Presidentially Declared Disasters)

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

Federal agencies with audit, regulatory, or enforcement authority;

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

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

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

(2) LAWS, RULES, REGULATIONS AND POLICIES

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

b. In addition to the foregoing, the Subrecipient and the Agency shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

c. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied. All required provisions can be found in Attachment D: Required Contract Provisions.

(3) CONTACT

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

i. Monitor and document Subrecipient performance; and

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

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

Name and Title: Stephane Malet, Grant Program Manager
Bureau of: Recovery
Address: Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4469
Email: Stephane.Malet@em.myflorida.com

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

Name: Donnella Clarke
Address: City of Fort Pierce
100 North U.S. Highway 1, Fort Pierce, FL 34950
Telephone: 772-467-3161
Email: grantsadministration@cityoffortpierce.com

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

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

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

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

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

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

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4834 - Hurricane Milton . Payments to Subrecipients are contingent upon the granting of budget authority to the Agency.

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

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal

match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

d. Under the Federal Emergency Management Agency's Public Assistance Program, subrecipients may seek reimbursement for indirect costs. 44 C.F.R. § 207.2, defines indirect costs as, "costs that are incurred by a grantee for a common or joint purpose benefiting more than one cost objective that are not readily assignable to the cost objectives specifically benefited". Additionally, "indirect costs may not be charged directly to a project or reimbursed separately, but rather are considered to be eligible management costs under this part" (see 44 C.F.R. § 207.6). Any organization that receives Federal awards and requests recovery of indirect costs must have an approved federally recognized indirect cost rate agreement (see 2 C.F.R. § 200.400 – 200.476 and Appendix IV to Part 200). The indirect cost rate shall be negotiated between the subrecipient and the Federal government. If no approved rate exists the Agency shall determine the appropriate rate in collaboration with the subrecipient, which is either the negotiated rate between the Agency and the subrecipient or the *de minimus* indirect cost rate.

(10) PAYMENT

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

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

c. As required by 2 CFR 200.305 (b.) (8) and (9), The non-Federal entity must maintain advance payments of Federal awards in interest bearing accounts.

(11) FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC)

If you are opted into the Florida Recovery Obligation Calculation (F-ROC) Program and received an F-ROC score for this event, you will receive payment for all large, non-expedited, Category A and Category B projects, equal to your score as a percentage upon obligation. Funding will remain contingent upon obligation by FEMA and the Applicant will be liable for repayment (See (12) REPAYMENTS) upon de-obligation by FEMA of any disbursed funds. Any de-obligation of funding is within FEMA's sole discretion and the Agency shall not be liable for FEMA's exercise of its discretion. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation. As stated in the executed F-ROC Participation Request Form:

a. The score is made up of three components:
   i. 20% Baseline score for signing and returning the Request Form.
   ii. Up to a 40% score for completing the DRA.
   iii. Up to a 20% score for completing the PDQ.

b. Applicants who have received EMAP accreditation will receive an additional 5%.

c. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be disbursed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.

d. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.

e. The Applicant may choose to receive a lesser score than the score earned through the completion of the above components on a one-time basis per disaster. The Applicant must make a request to that effect in writing to the Agency, on their letter head and duly signed by an authorized representative of the Applicant. Such a request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.

(12) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Agency through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Agency to off-set against other obligated projects where deemed appropriate. The Subrecipient has 45 days to repay the funds from the issuance of the invoice from the Agency. The Agency may impose a 1% per month interest fee for unpaid invoices.

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

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

(13) RECORDS

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

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

c. The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent if this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA Subaward Reporting System (FSRS) is the reporting tool the Agency must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate $30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

(14) AUDITS

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

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

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

d. Each public assistance subrecipient must submit a certification in FloridaPA.org to inform FDEM whether their entity is subject to a Federal Single Audit. This is part of the Recovery Bureau's overall monitoring program.

e. The subrecipient agrees to submit the Federal Single Audit report to the Agency in FloridaPA.org no later than 30 calendar days after receipt of the auditor's report.

f. Per (2 CFR §200.512(d), the subrecipient's auditor must electronically submit the single audit report to the Federal Audit Clearinghouse (FAC) at fac.gov.

(15) REPORTS

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

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

b. The Subrecipient agrees to submit quarterly reports to the Agency no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the

closeout of each project in the Agency's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

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

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

(16) MONITORING

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

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

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

(17) LIABILITY

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

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

(18) TERMINATION

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

(19) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR § 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal

Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: https://www.fema.gov/grants/procurement.

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

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

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

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

e. 1. Pursuant to section 287.05805, Florida Statutes, if state funds are being used for the purchase of or improvements to real property pursuant to the terms of this Agreement, the state funds are contingent upon the Subrecipient or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

f. 2. If applicable, pursuant to section 255.0993, Florida Statutes, the Subrecipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, is produced in the United States.

(20) ATTACHMENTS

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

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

c. This Agreement has the following attachments:

i. Attachment A – Scope of Work, Deliverables, and Financial Consequences
ii. Attachment B – Systems Access Form
iii. Attachment C – Certification Regarding Debarment
iv. Attachment D – Required Contract Provisions
v. Attachment E – Certification Regarding Lobbying
vi. Attachment F – Foreign Country of Concern Affidavit

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

SUBRECIPIENT: Fort Pierce, City Of

By: _____
(Signature)

Name: Linda Hudson

Title: Mayor

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Alternate Governor's Authorized Representative

Date: _____

Attachment A

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's Project Worksheet (PW), the Agency notifies the Subrecipient with a copy of the PW (or P2 Report).

Budget and Project List

For the purpose of this Agreement, each Project will be monitored, completed, and reimbursed independently of the other Projects which are made part of this Agreement.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Project will be paid upon obligation and validation of the Project Worksheet and execution of the subgrant agreement. Subrecipient must initiate the Small Project Closeout in the grants management system within sixty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

2 CFR §200.339 and §215.971, Florida Statutes, requires the Agency, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any PW that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Agency shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is de-obligated by FEMA and/or withdrawn.

The Agency shall apply the following financial consequences in these specifically identified events:

Work performed outside the Incident Period
Based on 2 C.F.R. §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Agency as a financial consequence. In accordance with 44 CFR 206.204 (d), if the Subrecipient does not anticipate finishing the work within the original period of performance, they must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control.

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Agency will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

The Agency retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment B

SYSTEMS ACCESS

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

Instructions for Completion

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

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

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

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

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

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

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

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

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

Subrecipient: Fort Pierce, City Of

Box 1: Authorized Agent (Full Access)	**Box 2: Primary Contact** (Full Access)
Name: Linda Hudson	Name: Donnella Clarke
Signature:	Signature:
Organization / Official Position: City of Fort Pierce /Mayor	Organization / Official Position: City of Fort Pierce / Grants Manager
Mailing Address: 100 North U.S Highway 1	Mailing Address: 100 North U.S Highway 1
City, State, Zip: Fort Pierce, FL 34950	City, State, Zip: Fort Pierce, FL 34950
Daytime Telephone: 772-467-3065	Daytime Telephone: 772-467-3161
E-mail Address: fpassistant@cityoffortpierce.com	E-mail Address: dclarke@cityoffortpierce.com
Box 3: Alternate Contact (Full Access)	**Box 4: Other-Finance/Point of Contact** (Full Access)
Name: Kimberlee Henton	Name: Johnna Morris
Signature:	Signature:
Organization / Official Position: City of Fort Pierce / Grants Reporting Specialist	Organization / Official Position: City of Fort Pierce / Director of Finance
Mailing Address: 100 North U.S Highway 1	Mailing Address: 100 North U.S Highway 1
City, State, Zip: Fort Pierce, FL 34950	City, State, Zip: Fort Pierce, FL 34950
Daytime Telephone: 772-742-9833	Daytime Telephone: 772-467-3073
E-mail Address: khenton@cityoffortpierce.com	E-mail Address: jmorris@cityoffortpierce.com
Box 5: Other-Risk Mgmt-Insurance (Full Access)	**Box 6: Other-Environmental-Historic** (Full Access)
Name: Noemi Rios	Name:
Signature:	Signature:
Organization / Official Position: City of Fort Pierce / Risk Manager	Organization / Official Position:
Mailing Address: 100 North U.S Highway 1	Mailing Address:
City, State, Zip: Fort Pierce, FL 34950	City, State, Zip:
Daytime Telephone: 772-467-3070	Daytime Telephone:
E-mail Address: nrios@cityoffortpierce.com	E-mail Address:

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

Subrecipient Authorized Representative Signature

Date

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

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

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

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

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

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

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

Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

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

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

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

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

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

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

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

By: _____
Signature

Linda Hudson, Mayor
Name and Title

100 North U.S. Highway 1
Street Address

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

_____
Date

Fort Pierce, City Of
Subrecipient's Name

Z4631
FDEM Contract Number

Required Contract Provisions

1. Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,[4] must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.[5]

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for *force majeure* or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. Termination for Cause and Convenience

Contracts for more than $10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.[6]

2.1 Applicability

This contract provision is required for procurements exceeding $10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

[4] See FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf. For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was $150,000.
[5] 2 C.F.R. Part 200, Appendix II, § A.
[6] See 2 C.F.R. Part 200, Appendix II, § B.

3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.[7]

3.1 Applicability

This contract provision is required for all procurements that meet the definition of a "federally assisted construction contract."

3.2 Key Definitions

- *Federally Assisted Construction Contract:* The regulation at 41 C.F.R. § 60-1.3 defines a *federally assisted construction contract* as "any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."

- *Construction Work:* The regulation at 41 C.F.R. § 60-1.3 defines *construction work* as "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction."

- *Contract:* The regulation at 41 C.F.R. § 60-1.3 defines *contract* as "any Government contract or subcontract or any federally assisted construction contract or subcontract."

- Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

> **(1)** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual

[7] *See* 2 C.F.R. Part 200, Appendix II, § C.

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.[8] Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

4.1 Applicability

When required by the federal program legislation, prime construction contracts over $2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.[9]

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program,[10] Homeland Security Grant Program,[11] Nonprofit Security Grant Program,[12] Tribal Homeland Security Grant Program,[13] Port Security Grant Program,[14] Transit Security Grant Program,[15] Intercity Passenger Rail Program,[16] and Rehabilitation of High Hazard Potential Dams Program.[17] Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the PA Program. .

[8] *See id.*; 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction)
[9] 2 C.F.R. Part 200, Appendix II, § D.
[10] See section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5196(j)(9)).
[11] See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 609(b)(4)(B)(ii)) (citing to section 611(j)(9) of the Stafford Act).
[12] *Id.* The Davis-Bacon Act only applies to the Nonprofit Security Grant Program (NSGP) where that program is funded as a carve-out of the appropriations for the Homeland Security Grant Program (HSGP). *See, e.g.,* Department of Homeland Security Appropriations Act, 2020, Pub. L. No. 116-93, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance §§ 1-2. *Compare id. with* section 2009 of the Homeland Security Act of 2002 (6 U.S.C. § 609a) (authorizing NSPG as a stand-alone program where the Davis-Bacon Act does not apply, but as of the date of publication of this document, NSGP has not been funded as a standalone program).
[13] See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002.
[14] See section 102 of the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107); 46 U.S.C. § 70107(b)(2). While the MTSA requires that PSGP construction activities are carried out consistent with section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of section 611(j)(8) to 611(j)(9). The cross-reference in the MTSA has not been updated.
[15] See section 1406 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), Pub. L. No. 110-53 (6 U.S.C. § 1135) (applying the requirements of section 49 U.S.C. § 5307); 49 U.S.C. § 5333 (applying the Davis-Bacon Act to grants provided under 49 U.S.C. § 5307).
[16] See section 1513(h) of the 9/11 Act (6 U.S.C. § 1163(h)) (citing to 49 U.S.C. § 24312, which requires compliance with the Davis-Bacon Act).
[17] See section 8A(d)(2)(E) of the National Dam Safety Program Act (codified as amended at 33 U.S.C. § 467f-2(d)(2)(E)) (requiring compliance with 42 U.S.C. § 5196(j)(9), which is section 611(j)(9) of the Stafford Act that applies the Davis-Bacon Act).

4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the NFE must do the following:

- Place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The non-federal entity must report all suspected or reported violations to the federal awarding agency.[18]

- Include a provision for compliance with the Copeland "Anti-Kickback" Act for all contracts subject to the Davis-Bacon Act.[19] See Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this Guide for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act.

- Per Department of Labor's implementing regulations for the Davis-Bacon Act, the NFEs contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)[20] into any subcontracts.

- Follow the other requirements of the Davis-Bacon Act and implementing regulations.[21]

4.3 Required Language[22]

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.[23]

5. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.[24] Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

[18] 2 C.F.R. Part 200, Appendix II, § D.
[19] 2 C.F.R. Part 200, Appendix II, § D.
[20] 29 C.F.R. § 5.5(a)(6).
[21] 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. Part 5.
[22] 29 C.F.R. § 5.5(a).
[23] 29 C.F.R. § 5.5(a)(1), (6).
[24] See *id.*; 40 U.S.C. § 3145. The Copeland "Anti-Kickback" Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).

Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.[25]

5.1 Applicability

For all prime construction contracts above $2,000, when the Davis-Bacon Act also applies,[26] NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.[27] This requirement applies to all prime construction contracts above $2,000 in situations where the Davis-Bacon Act also applies.[28] In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

5.2 Additional Requirements

If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.[29] According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland "Anti-Kickback" Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.[30] Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.

- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.[31]

- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.[32]

[25] *See* 29 C.F.R. § 3.1.
[26] *See* 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).
[27] 2 C.F.R. Part 200, Appendix II, § D.
[28] *See* 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. § 3.3(c).
[29] *See* 29 C.F.R. § 3.11.
[30] 29 C.F.R. § 5.5(a)(5).
[31] *See* 2 C.F.R. Part 200, Appendix II, § D.
[32] *See* 29 C.F.R. § 3.4.

- Follow the other requirements of the Copeland "Anti-Kickback" Act and implementing regulations.[33]

5.3 Suggested Language

The following provides a sample contract clause:

> "Compliance with the Copeland "Anti-Kickback" Act.
>
> Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
>
> Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

6. Contract Work Hours and Safety Standards Act

Where applicable,[34] all contracts awarded by the NFE of more than $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards.[35] Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

6.1 Applicability

This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work.[36] These requirements *do not* apply to

[33] 18 U.S.C. § 874; 40 U.S.C. § 3145; 29 C.F.R. Part 3.
[34] *See* 40 U.S.C. §§ 3701-3708.
[35] 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. *See* 2 C.F.R. Part 200, Appendix II, § E.
[36] 41 C.F.R. Part 60-1.3.

the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.[37]

6.2 Additional Requirements

If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.[38]

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

> "Compliance with the Contract Work Hours and Safety Standards Act.
>
> **(1)** *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
>
> **(2)** *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
>
> **(3)** *Withholding for unpaid wages and liquidated damages.* The **(insert name of grant recipient or subrecipient)** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other

[37] 2 C.F.R. Part 200, Appendix II, § E.
[38] 29 C.F.R. § 5.5(b)(1), (4).

federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section."

6.4 Suggested Language

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement[39] and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

[39] Funding agreement definition found under 37 C.F.R. § 401.2(a).

7.1 Applicability

This provision *does not* apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

7.2 Key Definitions

Funding Agreements: The regulation at 37 C.F.R. § 401.2(a) defines *funding agreement* as "any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph."

8. Clean Air Act and Federal Water Pollution Control Act

For contracts over $150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act[40] and the Federal Water Pollution Control Act.[41] Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).[42]

8.1 Applicability

This contract provision is required for all procurements over $150,000.

8.2 Suggested Language

The following provides a sample contract clause:

"Clean Air Act"

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the (**insert name of non-federal entity entering into the contract**) and understands and agrees that the (**insert name of the non-federal entity entering into the contract**) will, in turn, report each violation as required to

[40] 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.
[41] 33 U.S.C. §§ 1251-1387, as amended.
[42] 2 C.F.R. Part 200, Appendix II, § G.

assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the (**insert name of the non-federal entity entering into the contract**) and understands and agrees that the (**insert name of the non-federal entity entering into the contract**) will, in turn, report each violation as required to assure notification to the (**insert name of the pass-through entity, if applicable**), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA."

9. Debarment and Suspension

NFEs contractors and subcontractors are subject to debarment and suspension regulations.[43] Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.[44]

9.1 Applicability

The debarment and suspension clause is required for all contracts and subcontracts for $25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.[45]

NFEs, even for procurements under $25,000, must also comply with the regulation requiring non-state entities to only award contracts to responsible vendors.[46]

[43] 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).
[44] 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.
[45] 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.
[46] 2 C.F.R. § 200.318(h). For contracts and subcontracts under $25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, non-state entities must still ensure they are only awarding contracts to responsible vendors.

9.2 Additional Requirements

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.[47]

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.[48] SAM Exclusions can be accessed at www.sam.gov.[49]

In general, an "excluded" party cannot receive a federal grant award or a contract considered to be a "covered transaction," which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.[50]

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least $25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for $25,000 or more.[51]

9.3 Suggested Language

The following provides a debarment and suspension clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified[52]:

[47] *See* 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213. *See also* 2 C.F.R. Parts 180, 3000.
[48] *See* 2 C.F.R. Part 200, Appendix II, § H.
[49] 2 C.F.R. § 180.530.
[50] The regulations at 2 C.F.R. Parts 180 and 3000 are titled "nonprocurement" because they do not apply to procurements by the federal government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the federal government. However, although the term "covered transactions" under 2 C.F.R. Parts 180 and 3000 *does not* include contracts awarded by the federal government, it *does* include some contracts awarded by recipients and subrecipients.
[51] *See* 2 C.F.R. §§ 180.220, 3000.220.
[52] Per 2 C.F.R. § 180.300, non-federal entity about to enter into an applicable contract, or a contractor about to entire into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.

"Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by **(insert name of recipient/subrecipient/applicant)**. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to **(insert name of recipient/subrecipient/applicant)**, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

10. Byrd Anti-Lobbying Amendment

NFEs who intend to award contracts of more than $100,000, and their contractors who intend to award subcontracts of more than $100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than $100,000 must also file the required certification regarding lobbying.[53]

Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

[53] *See* 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

The required certification form is found in FEMA regulations.[54] Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.[55]

10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than $100,000, and for subcontracts of more than $100,000.

10.2 Suggested Language

The following provides a sample contract clause:

> "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
>
> > Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency."

10.3 Required Certification

10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000:

> "APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
>
> Certification for Contracts, Grants, Loans, and Cooperative Agreements
>
> The undersigned certifies, to the best of his or her knowledge and belief, that:
>
> > No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee

[54] *See* 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA's regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.
[55] *See* 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at https://www.grants.gov/web/grants/forms/sf-424-family.html.

of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.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."

10.3.2 RECOMMENDED SIGNATURE LINE:

At the end of the certification language, FEMA recommends including the following signature line.

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

11. Procurement of Recovered Materials

An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.[56] Applicable NFEs must include a contract provision requiring compliance with this requirement.[57] This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than $10,000.[58] Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.

11.1 Applicability

This required contract provision applies to all procurements over $10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines[59] that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than $10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than $10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.[60]

11.3 Suggested Language

The following provides a sample contract clause:

> "In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

[56] Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323.
[57] *See* 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).
[58] *See* 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247.
[59] 40 C.F.R. Part 247.
[60] 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

Competitively within a timeframe providing forcompliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

12.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.[61] FEMA strongly encourages the use of this contract clause for any contracts where

[61] 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

12.2 Suggested Language

The following provides a sample contract clause:

"Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.[62]

13.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.[63]

13.2 Suggested Language

The following provides a sample contract clause:

> "Domestic Preference for Procurements
>
> As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
>
> For purposes of this clause:
>
> *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
>
> *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

[62] *See* 2 C.F.R. § 200.322.
[63] 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.

Attachment E
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

_____
Signature of Subrecipient/contractor's Authorized Official

_____
Name and Title of Subrecipient/contractor's Authorized Official

_____
Date

ATTACHMENT F
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information.

Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign County of Concern does not have a Controlling Interest in the entity.

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

Printed Name:

Title:

Signature:

Date:

Vendor Registration Instructions

Before executing a contract for Public Assistance, the applicant must register as a vendor with the State of Florida. Please complete the following registrations in their entirety. Not completing all registrations can delay the Public Assistance payment process. If you have any issues, you must contact that registration's authority for assistance.

1: Unique Entity Indentifier (UEI)

Website:
https://sam.gov/content/home **FAQ:**
FSD

On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov). The Unique Entity ID (UEID) is a 12-character alphanumeric ID assigned to an entity by SAM.gov. As part of this transition, the DUNS Number has been removed from SAM.gov. All sub-awardees should get their Unique Entity ID (SAM) at SAM.gov now. Sub-awardees do not have to go through the full registration process to obtain a Unique Entity ID (SAM).

2: MyFloridaMarketPlace (MFMP) Vendor Information Portal – Vendor Registration

Website: https://vendor.myfloridamarketplace.com
Phone: 866-352-3776
Email: vendorhelp@myfloridamarketplace.com

An online registration to become a vendor with the State of Florida. Vendors would also use MFMP to update and review their payment addresses and contact information. The vendor must accept the terms of MFMP for their account to become active. Once registration is complete, MFMP should direct vendors to the State of Florida Vendor Website to register their W-9.

3: State of Florida Vendor Website – Substitute Form W-9 Registration

Website: https://flvendor.myfloridacfo.com
Phone: (850) 413-5519
Email: FLW9@myfloridacfo.com

Paper W-9s are no longer accepted by the state, and must be submitted electronically by the vendor as a

Substitute Form W-9 for tax purposes. Registration of a W-9 is a two-step process: registration and submitting the W9. When both steps are complete, DFS electronically verifies tax information with the IRS, which can take up to 4 business days. **Registrants should review the W-9 Website Training video and W-9 FAQs on the website before they register.**

Tips for the Vendor Website:

- Cannot be used on mobile devices such as smartphones or tablets.
- Works best in Internet Explorer 8 or newer. Will also work in Google or Firefox, however if one browser does not work, DFS will suggest they try another.
- If the vendor receives errors when trying to register, DFS will suggest they open a new window and **manually** type "flvendor.myfloridacfo.com". DO NOT use pre-populated or saved links!
- Once a Taxpayer ID Number (TIN) has been submitted, it cannot be changed. If a vendor has entered an incorrect TIN, they will need to go back to Step 1, registering with the correct TIN. Everything else can be updated.

For any other issues, please contact the Vendor Management Section at the above phone number.

Optional: Department of Financial Services – Direct Deposit Section (EFT)

Website: https://www.myfloridacfo.com/division/aa/vendors

Phone: (850) 413-5517
Email: directdeposit@myfloridacfo.com

There is currently no way to electronically register for direct deposit or electronic funds transfer (EFT) with the State of Florida. All payments are sent by paper warrant automatically. Registration for direct deposit can be a lengthy, manual process, they should begin as early as possible after they have registered on the above websites. Contact the Direct Deposit section for instructions on how to register, or to verify direct deposit status.

Federally-Funded Subgrant Agreement – Applicant Instructions

Each Applicant must return the signed funding agreement via email to the assigned Grant Manager. The Applicant must also upload a signed copy of the funding agreement in FloridaPA.org under the Subgrant Agreement module. The following sections and attachments must be completed in order to fully execute the funding agreement:

1. **Subgrant Agreement**

   a. Subrecipient's unique entity identifier (UEI):
      i. Fill out your UEI. Go to Sam.gov to obtain it. More information on the Vendor Registration Instructions

   b. Item (3) CONTACT – Section c.
      i. Fill out the point of contact for any necessary future discussions regarding this agreement
      ii. Contact does not have to be the authorized signor

   c. Signature page
      i. Fill out the following information:
         1. By – Original Signature of the Authorized Agent
         2. Name and Title – Printed name and title of the Authorized Agent
         3. Date – Date of contract signage
      ii. **The agreement must be signed by the Authorized Agent of the entity (see Appendix 1 for further instruction on Authorized Agents)**

2. **Attachment B: System Access**

   a. At least 2 contacts must be filled out completely
      i. The Authorized Agent (Box 1) **must be the same as the person signing the agreement**.
      ii. The other contact may be in any other box.
      iii. Each contact listed must fill out the following:
         1. Agent's Name
         2. Signature
         3. Organization/Official Position
         4. Mailing Address
         5. City, State, Zip
         6. Daytime Telephone
         7. E-mail Address

   b. Signature for 'Subrecipient Authorized Representative Signature' (bottom of page) must be the person from Box 1
      – the Authorized Agent

c. Complete the following:
    i. Subrecipient's Fiscal Year (FY) Start:
    ii. Subrecipient's Federal Employer's Identification Number (EIN):
    iii. Subrecipient's: FIPS Number (found on FLPA)

3. **Attachment C: Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

    a. The Applicant must certify that any contractor working on a project has not been suspended or debarred. The Applicant should refer to SAM.gov for certification.
    NOTE:
        i. Mutual aid is not considered a sub-contractor.

4. **Attachment E: Certification Regarding Lobbying**

    a. Authorized Agent fill must out the following information:
        i. Subrecipient's name
        ii. Signature of the Authorized Agent
        iii. Name and Title
        iv. Date

5. **Attachment F: Foreign County of Concern Attestation (PUR1355)**

    a. Authorized Agent must fill out the following information:
        i. Name and Title
        ii. Signature of the Authorized Agent
        iii. Date

Appendix 1

Included below is a list of possible positions within your organization that might be appropriate to act as Authorized Agent. If your organization does not include these positions FDEM would request a copy of your organization chart to help us identify your organizational structure and ensure the correct signatories are accepted on official documents.

If the subgrant agreement or other documents provided to FDEM are not signed by the lead authority within your organization then you must provide proof of delegation of authority to a different individual within your entity. This delegation of authority letter must contain the following:

a. A formal letterhead of the city, county, tribe, PNP etc.
b. Language indicating the delegation of authority to new employee from the organizations formal authorized agent.
c. Include a citation of the entity's internal policy that grants delegation authority, describes the process and any limitations on the actions of those delegated.

The delegation letter must be submitted with the signed agreement and uploaded to FloridaPA in the Subgrant Agreement module.

List of Possible Authorized Agents:

- State Agencies:
  - Secretary
  - Director of the Agency
- County:
  - Chair of the Board of Commissioners
- City:
  - Mayor
- Indian Tribe:
  - Chief
  - President
- Police Department:
  - Chief of Police
- Sheriff's Office:
  - Sheriff
- School Board:
  - Superintendent

- Charter School:
  - Chair of the Board of Directors
- Institution of Higher Education:
  - President of the Institution
- Water Management District:
  - Chair
- Fire District:
  - District Fire Chief
- Special District:
  - Executive Director
- Non-Profit:
  - Chair of the Board
  - Principal Officer
- Corporation:
  - Chair of the Board of Directors
  - President / CEO

DESIGNATION OF SUBGRANTEE'S AGENT
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
Florida Division of Emergency Management

Sub-Grantee

Primary Agent	Secondary Agent
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
Facsimile Number	Facsimile Number
E-mail Address	E-mail Address

The above Primary and Secondary Agents are hereby authorized to execute and file Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional authorized contacts may be registered on the Grantee's PA Website (www.floridapa.org) for full or read only access by the above authorized Agents.

Chief Financial Officer	Sub-Grantee's Authority/Board/Commission
Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
Facsimile Number	Facsimile Number
E-mail Address	E-mail Address

Sub-Grantee's Grantee Cognizant Agency for Single Audit purposes::
Florida Division of Emergency Management

Sub-Grantee's Fiscal Year (FY) Start

Month: **Day:**

Sub-Grantee's Federal Employer's Identification Number (EIN)

-

Sub-Grantee's FIPS Number (If Known)

- -

Sub-Grantee Authority/Board/Commission Signature

Damage Inventory

Disaster Number:	4834DR	**Program Delivery Manager (PDMG) Name:**	BALKE, CONNOR
Applicant Name:	Fort Pierce, City of (111-24300-00)	**Program Delivery Manager (PDMG) Phone:**	(850) 901-5489
Applicant FIPS:	111-24300-00	**Program Delivery Manager (PDMG) Email:**	connor.balke@associates.fema.dhs.gov
Applicant Point of Contact Name:	Henton, Kimberlee		
Applicant Point of Contact Phone:	(772) 742-9833		
Applicant Point of Contact Email:	khenton@cityoffortpierce.com		

Category	Name of damage/facility	Address 1	Address 2	City	State	Zip	Latitude	Longitude	Describe Damage	Primary Cause of Damage	Approx. Cost	% Work Complete	Labor Type	Has received PA grant(s) on this facility in a past?	Applicant priority
G	Jaycee Park Boat Dock	1415 S. Ocean Boulevard		Fort Pierce	FL	34949	27.45297	-80.28586	Boat dock and pile damage	Hurrican	$250,000	17%	C	N	High
E	Communications Department	100 N Us 1		Fort Pierce	FL	34950	27.44757	-80.32596	Damage to City Commission Chambers audio/video equipment	Hurrican	$2,372	0%	C	N	High
G	Indian Hills Golf Course	1600 South 3rd St		Fort Pierce	FL	34950	27.43244	-80.32454	Tear to one brand new panel of protective range netting	Hurrican	$10,000	0%	C	N	High
G	FP Police Department	920 S US Highway 1		Fort Pierce	FL	34950	27.58571	-80.37753	Damage to security gate	Hurrican	$5,000	0%	C	N	High
E	Public Works- Animal Shelter	52 Savannah Road		Fort Pierce	FL	34982	27.42013	-80.31777	Repair leaks in roof	Hurrican	$3,750	100%	C	N	Medium

Labor Key: **MAA** - Mutual Aid Agreement; **MOU** - Memorandum of Understanding; **FA** - Force Account; **C** - Contract; **FA/C** - Both FA and C; **DR** - Donated Resources

RECOVERY BUREAU
RISK ASSESSMENT QUESTIONNAIRE

Per 2 CFR § 200.331, the Recovery Bureau Compliance Unit is required to monitor Subrecipients of Public Assistance funds using a risk-based approach to ensure Subrecipients comply with all financial, administrative and programmatic requirements. To determine the necessary type and level of Subrecipient monitoring, the Compliance Unit must first conduct a Risk Assessment.

Please fill out the enclosed questionnaire to assist the Compliance Unit in understanding Subrecipient's prior experience and current grants management structure. This questionnaire must be completed prior to execution of the Subgrant Agreement.

Instructions:
Select the most accurate answer for each question and provide additional information in the comment sections, if necessary. Return the completed Risk Assessment Questionnaire with the Subgrant Agreement package.

For questions regarding the Subrecipient Monitoring Program or assistance completing the questionnaire, please contact the Compliance Unit via email at *fdem-pa-compliance@em.myflorida.com.*

RECOVERY BUREAU
RISK ASSESSMENT QUESTIONNAIRE

Declaration Number: _____

Subrecipient Name (Entity): _____

Fiscal Year End Date: _____

Risk Assessment Completed by: _____ Date: _____

1. Has this entity ever been suspended or debarred?

   A. No, this entity has not been suspended or debarred within the last 10 years.

   B. Yes, this entity has been suspended or debarred in the last 4-10 years.

   C. Yes, this entity is currently or has been suspended or debarred within the last 3 years.

Comments:

_____

_____

2. Has this entity been ever been awarded Federal funding?

   A. Yes, the entity has been awarded Federal funding for at least 5 out of the last 10 years.

   B. Yes, the entity has been awarded Federal funding for 2-4 out of the last 10 years.

   C. No, the entity does not have any experience with a Federal Grants program or has only been awarded Federal funding for 1 year or less out of the last 10 years.

Comments:

_____

_____

3. Has this entity been awarded Public Assistance funding within the last 10 years?

   A. Yes, this entity has been awarded Public Assistance funding for 2 or more events.

   B. Yes, this entity has been awarded Public Assistance funding for 1 event.

   C. No, this entity has not been awarded Public Assistance funding.

Comments:

_____

_____

4. Does this entity have experience with projects in the Public Assistance Program within the last 10 years?(choose all that apply)

A. Yes, obligated large projects.

B. Yes, obligated small projects.

C. No.

Comments:

_____

_____

5. Was a Federal Single Audit required and performed for this entity's most recent fiscal year?

A. Yes.

B. No, but this entity has been audited by an independent auditor yearly for the last 3 years.

C. No, this entity has not been audited yearly for the last 3 years.

Comments:

_____

_____

6. Has there been turnover within the last year of key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer)?

A. No.

B. Yes, there has been turnover in one (1) Key Personnel position.

C. Yes, there has been turnover in more than one (1) Key Personnel position.

Comments:

_____

_____

7. Do key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer) have experience with Federal Grants Programs?

A. Yes, all key personnel have at least one(1) year of experience with Federal Grants Programs.

B. One (1) key personnel does not have at least 1 year of experience with Federal Grants Programs.

C. Two (2) or more key personnel do not have at least 1 year of experience with Federal Grants Programs.

Comments:

_____

_____

8. Is this entity's accounting system automated (e.g. QuickBooks, Sage) AND can track the revenues and expenditures of program funds separately for each project?

A. Yes.

B. No. The entity's accounting system is manual, but can track the revenues and expenditures of program funds separately for each project.

C. No, the entity's accounting system is unable to track the revenues and expenditures of program funds separately for each project.

Comments:

_____

_____

9. Written Policies and Procedures

This entity has written policies and/or procedures addressing (choose all that apply):

Accounting

Conflict of Interest

Internal Controls

Procurement

Timekeeping and Payroll

Ethics

Inventory, Property, and Equipment Records Retention

Comments:

_____

_____

10. Anticipated Project Amounts by Category of Work: (if known)

Category A: $_____

Category B: $_____

Category C: $_____

Category D: $_____

Category E: $_____

Category F: $_____

Category G: $_____

Category Z: $_____

For FDEM Use Only

FDEM Comments:

_____

_____

_____

_____

_____

Risk Assessment Reviewed by: _____ Date: _____

Preliminary Result:

Risk Rating:

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

Subrecipient: Fort Pierce, City Of

Box 1: Authorized Agent (Full Access)	**Box 2: Primary Contact** (Full Access)
Name: Linda Hudson	Name: Donnella Clarke
Signature:	Signature:
Organization / Official Position: City of Fort Pierce /Mayor	Organization / Official Position: City of Fort Pierce / Grants Manager
Mailing Address: 100 North U.S Highway 1	Mailing Address: 100 North U.S Highway 1
City, State, Zip: Fort Pierce, FL 34950	City, State, Zip: Fort Pierce, FL 34950
Daytime Telephone: 772-467-3065	Daytime Telephone: 772-467-3161
E-mail Address: fpassistant@cityoffortpierce.com	E-mail Address: dclarke@cityoffortpierce.com
Box 3: Alternate Contact (Full Access)	**Box 4: Other-Finance/Point of Contact** (Full Access)
Name: Kimberlee Henton	Name: Johnna Morris
Signature:	Signature:
Organization / Official Position: City of Fort Pierce / Grants Reporting Specialist	Organization / Official Position: City of Fort Pierce / Director of Finance
Mailing Address: 100 North U.S Highway 1	Mailing Address: 100 North U.S Highway 1
City, State, Zip: Fort Pierce, FL 34950	City, State, Zip: Fort Pierce, FL 34950
Daytime Telephone: 772-742-9833	Daytime Telephone: 772-467-3073
E-mail Address: khenton@cityoffortpierce.com	E-mail Address: jmorris@cityoffortpierce.com
Box 5: Other-Risk Mgmt-Insurance (Full Access)	**Box 6: Other-Environmental-Historic** (Full Access)
Name: Noemi Rios	Name:
Signature:	Signature:
Organization / Official Position: City of Fort Pierce / Risk Manager	Organization / Official Position:
Mailing Address: 100 North U.S Highway 1	Mailing Address:
City, State, Zip: Fort Pierce, FL 34950	City, State, Zip:
Daytime Telephone: 772-467-3070	Daytime Telephone:
E-mail Address: nrios@cityoffortpierce.com	E-mail Address:

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

Subrecipient Authorized Representative Signature

Date

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: DONNELLA CLARKE, GRANTS ADMINISTRATION MANAGER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: 2024 FEMA SUBAWARD AND GRANT AGREEMENT - 2024 HURRICANE MILTON

CAO RLS FILE: RLS 25-98

DATE: APRIL 25, 2025

I have reviewed the above Request for Legal Services (RLS) related to a Grant Agreement with the Florida Division of Emergency Management (FDEM) for damage from Hurricane Milton. Please note the following concerns with the Grant Agreement:

1. Two (2) Representatives are listed on page 2. This should be reviewed for one (1) Representative.

2. Generally, this Office does not recommend the City enter into agreements requiring indemnification. Section 17 – Liability, on page 7, of this Grant Agreement does not actually use the word "indemnification", the language used appears to be a requirement that the City indemnify FDEM without specifically using the word. The language states the City "agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Agency [FDEM] **and agrees to be liable for any damages proximately caused by the acts or omissions** to the extent set forth in section 768.28, Florida Statutes" (emphasis added). While attempts have been made with the language to limit this responsibility to what is permitted under the City's sovereign immunity protections, Courts can and have found entities to have waived sovereign immunity. Additionally, indemnification is disfavored by the Courts. Further, indemnification language is advised against by the Florida Attorney General's Office due to the language of Section 768.28, Florida Statutes. I have included Attorney General Opinions with this Memorandum in support of and to explain this Office's position that terms requiring the City to indemnify another should not be entered into by the City. The Florida Supreme Court, in a matter of first impression, has found, however, that "government entities are only prohibited from entering into agreements to indemnify another government entity for the other entity's negligence, or to assume any liability for the other entity's negligence". Fla. Dep't of Nat. Res. v. Garcia, 753 So. 2d 72, 77 (Fla.

2000). While such may now be permitted by this one ruling by the Florida Supreme Court, such does not mean it is required or recommended. Therefore, it is recommended the Grants Division attempt to have Section 17 removed by FDEM from this Grant Agreement.

If FDEM refuses to remove Section 17, the Grant Agreement may legally be entered into as written, with the understanding that the City could be found to have waived sovereign immunity by signing the Grant Agreement. This would mean the City could be found to have no immunity protections from a lawsuit and no cap on the amount awarded to a Plaintiff. Additionally, the City may have to pay additional financial awards against FDEM in a lawsuit. Finally, the City's insurance company may refuse to defend or cover the lawsuit or any monetary judgment if there is found to be a waiver of sovereign immunity.

3. The Systems Access Form, Attachment B on page 12, includes the Mayor's direct City email address. This should be reviewed, and you should consult with the City Clerk, as she has directed a different general City email address to be used previously on Grant Agreements for the Mayor. Additionally, the signatures for the other individuals do not appear to be actual signatures but computer text generated signatures. This should be reviewed for actual signatures.

4. You are responsible for ensuring all of the certifications in Attachment C on page 14 and Attachment E on page 36 are correct and accurate before the Mayor reviews and signs them.

With the above issues corrected (except for as explained in point 2), the Grant Agreement 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

Interlocal agreement, indemnification provisions

Number: INFORMAL

Date: November 19, 1996

Mr. Leonard G. Rubin
Assistant City Attorney of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065

Dear Mr. Rubin:

According to your letter, the City of Coral Springs wishes to enter into an interlocal agreement with the Broward County School Board. The agreement would set forth the duties and obligations of the city and the school board with regard to "the implementation of municipal school concurrency review." As part of this cooperative effort, the school board and the city will jointly review proposed development to ensure that school concurrency requirements are met.

You have provided a copy of a draft of the interlocal agreement. In two separate provisions the city agrees to bear the responsibility for the defense of and cost incurred in defending the school board from any and all liability resulting from the city's own actions. You have asked for this office's comment on the validity of these indemnification provisions.

While this office will not pass on the validity of particular contractual provisions,[1] the following informal comments may be of assistance in resolving this matter.

Section 768.28, Florida Statutes (1996 Supp.), serves to waive the sovereign immunity of the state and its agencies and subdivisions to the extent specified in that section. Monetary limitations are specified allowing payment of a judgment against the state or its agencies or subdivisions by any one person not to exceed $100,000 for any claim or judgment which, when totaled with all other claims paid by the state arising out of the same incident or occurrence, does not exceed $200,000.[2] Punitive damages are excluded.[3]

State agencies or subdivisions within the scope of section 768.28, Florida Statutes, are defined to include "counties and municipalities; and corporations primarily acting as instrumentalities or agencies of the state, counties, or municipalities . . . ."[4] This office has consistently advised governmental entities that it is impermissible for them to become a party to a contract that includes an indemnification or hold harmless provision in the absence of legislative authorization.[5]

For example, this office, in Attorney General's Opinion 80-77, concluded that the Governor, in the absence of a statute, was not authorized to waive the sovereign immunity of the state by agreeing that the state would waive certain defenses and would hold the United States harmless from any violations of the regulations prescribed by the United States Department of the Interior that the state or its employees may commit. More recently, this office determined that the Department of Corrections could not by contract agree to indemnify and hold a private company

harmless for any damage, loss, or injury caused by the department, its employees of agents.[6] Similarly, in Attorney General's Opinion 95-12, this office advised the Department of Health and Rehabilitative Services that it could not contractually indemnify and hold harmless the Board of County Commissioners of Collier County for any damage, loss, or injury arising out of the negligent provision of services by HRS or its employees at a county health unit.

A limited waiver of the state's immunity in tort has already been accomplished by section 768.28, Florida Statutes (1996 Supp.). Subsection (1) of section 768.28 provides in part:

"In accordance with s. 13, Art. X, State Constitution, the state, for itself and for its agencies or subdivisions, hereby waives sovereign immunity for liability for torts, but only to the extent specified in this act. Actions at law against the state or any of its agencies . . . to recover damages in tort for money damages against the state or its agencies . . . for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the agency . . . while acting within the scope of his office or employment under circumstances in which the state or such agency . . . if a private person, would be liable to the claimant, in accordance with the general laws of this state, may be prosecuted subject to the limitations specified in this act."

Subsection (18) of the statute, however, expressly provides:

"Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship with another agency or subdivision of the state. Such a contract must not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence or to assume any liability for the other party's negligence. This does not preclude a party from requiring a nongovernmental entity to provide such indemnification or insurance."

In Attorney General's Opinion 95-12 this office considered the argument that subsection (18), above, only prohibits a clause in which one agency would indemnify another or would assume liability for the other agency's negligence. The opinion concludes that "[w]hile the second sentence of section 768.28(18), Florida Statutes (1994 Supp.), does prohibit such a clause, the first sentence of the statute clearly provides that a state agency may not waive any defense of sovereign immunity or increase the limits of its liability when entering into a contract with a political subdivision of the state."

Thus, it is the position of this office that the City of Coral Springs is not authorized to waive any defense of sovereign immunity or increase the limits of its liability by contract. This conclusion would not preclude a contractual provision in the interlocal agreement which would clearly provide that each party will be liable for any losses or damages for which that party may be found legally responsible, however, it would appear to preclude any indemnity or hold harmless provisions in this contract.

I trust that these informal comments will assist you in resolving this matter.

Sincerely,

Gerry Hammond
Assistant Attorney General

GH/tgk

Enclosure

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[1] *See* Department of Legal Affairs Statement of Policy Concerning Attorney General Opinions (copy enclosed).

[2] Section 768.28(5), Fla. Stat. (1996 Supp.).

[3] *Id.*

[4] Section 768.28(2), Fla. Stat. (1996 Supp.).

[5] *See, e.g.,* Ops. Att'y Gen. Fla. 95-61 (1995), 93-24 (1993), 90-21 (1990), 89-61 (1989), and 85-66 (1985).

[6] *See* Op. Att'y Gen. Fla. 90-21 (1990).

Indemnity or assumption of risk clauses

Number: INFORMAL

Date: October 27, 2000

The Honorable Everett A. Kelly
Representative, District 42
123 North St. Clair Abrams Avenue
Tavares, Florida 32778

Dear Representative Kelly:

The Department of Business and Professional Regulation has forwarded your letter on behalf of a constituent to this office. The constituent has expressed his concern about assumption of risk and indemnification language contained on the ticket of the local golf club.

The determination of the validity of an indemnity or assumption of risk provision must be made by a court of competent jurisdiction in an appropriate judicial proceeding. In an effort to be of assistance, however, the following general comments are offered.

While certain types of indemnification or hold harmless agreements are impermissible, there is no prohibition against all such agreements.[1] Such contracts, however, are subject to the general rules governing the formation, validity, and construction of all contracts.[2]

Generally, an indemnity agreement is one in which the promisor agrees to protect the promisee against loss or damages by reason of liability to a third party.[3] An agreement for indemnification that protects an indemnitee against its own negligence is valid as long as the contract expresses an intent to indemnify against the indemnitee's own wrongful actions in clear and unequivocal terms.[4] Contracts providing indemnification for one's own negligence are disfavored in Florida and are strictly construed.[5]

Releases from liability have been upheld as enforceable in sporting events.[6] Thus, the doctrine of express assumption of the risk as a contractual concept is still viable. The courts have held that exculpatory clauses clearly stating that a party is released from liability for its own negligence in clear and unequivocal words are effective.[7]

In *Blackburn v. Dorta*,[8] the Supreme Court of Florida contrasted implied assumption of the risk with "express assumption of the risk" and said:

"Included within the definition of express assumption of risk are express contracts not to sue for injury or loss which may thereafter be occasioned by the covenantee's negligence as well as situations in which actual consent exists such as where one voluntarily participates in a contact sport."

Recently, for example, the First District Court of Appeal in *Borden v. Phillips*[9] upheld the language of an exculpatory clause that was clear and unambiguous, reflecting a diver's

contractual assumption of risks inherent in scuba diving and his intent to release the boat owner, captain, and professional association from all liability, including any resulting from their own negligence. The court held that the release was enforceable in a wrongful death action arising from the diver's drowning while taking scuba training, where a signed release expressly stated that none of the released parties could be held liable for any injury or death resulting from "the negligence of any party, including the released parties, whether passive or active."

I trust that the above informal advisory comments may be of assistance.

Sincerely,

Robert A. Butterworth
Attorney General

RAB/tgk

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[1] *See, e.g.,* s. 725.06, Fla. Stat., stating:

"Any portion of any agreement or contract for, or in connection with, any construction, alteration, repair, or demolition of a building, structure, appurtenance, or appliance, including moving and excavating connected with it, or any guarantee of, or in connection with, any of them, between an owner of real property and an architect, engineer, general contractor, subcontractor, sub-subcontractor, or materialman, or between any combination thereof, wherein any party referred to herein obtains indemnification from liability for damages to persons or property caused in whole or in part by any act, omission, or default of that party arising from the contract or its performance shall be void and unenforceable unless:
(1) The contract contains a monetary limitation on the extent of the indemnification and shall be a part of the project specifications or bid documents, if any, or
(2) The person indemnified by the contract gives a specific consideration to the indemnitor for the indemnification that shall be provided for in his or her contract and section of the project specifications or bid documents, if any."

[2] *Dade County School Board v. Radio Station WQBA*, 731 So. 2d 638 (Fla. 1999).

[3] *See Dade County School Board v. Radio Station WQBA*, *supra*; *Royal Indemnity Company v. Knott*, 136 So. 474, 479 (Fla. 1931).

[4] *See Cox Cable Corporation v. Gulf Power Company*, 591 So. 2d 627 (Fla. 1992) (provision to indemnify, protect and save forever harmless from and against any and all claims was insufficient to provide indemnity for the indemnitee's own acts of negligence); *University Plaza Shopping Center, Inc. v. Stewart*, 272 So. 2d 507 (Fla. 1973).

[5] *United Parcel Service of America, Inc. v. Enforcement Security Corporation*, 525 So. 2d 424 (Fla. 1st DCA 1987); *SEFC Building Corporation v. McCloskey Window Cleaning, Inc.*, 645 So. 2d 1116 (Fla. 3d DCA 1994) (contracts which attempt to indemnify party for its own wrongful acts

are viewed with disfavor and will be enforced only if they express such intent in clear, unequivocal terms).

[6] *See, e.g., DeBoer v. Florida Offroaders Driver's Association*, *Inc.*, 622 So. 2d 1134 (Fla. 5th DCA 1993); *Banfield v. Louis*, 589 So. 2d 441 (Fla. 4th DCA 1991).

[7] *Van Tuyn v. Zurich American Insurance Company*, 447 So. 2d 318 (Fla. 4th DCA 1984).

[8] 348 So. 2d 287, 290 (Fla. 1977). *Cf. O'Connell v. Walt Disney World Company*, 413 So. 2d 444, 448 (Fla. 5th DCA 1982); *Donaldson v. Cenac*, 675 So. 2d 228, 230 (Fla. 1st DCA 1996) (assumption of the risk cannot apply unless a plaintiff actually knows or in law is deemed to know that a particular risk--here the risk of negligent injury--was present, and understood the nature of the risk); *Van Tuyn v. Zurich American Insurance Company*, *supra* (for express "assumption of risk" to be valid, either by contract or by voluntary participation in an activity, it must be clear that the plaintiff understood that she was assuming the particular conduct by defendant which caused her injury).

[9] 752 So. 2d 69 (Fla. 1st DCA 2000).

Indemnification contracts

Number: INFORMAL

Date: March 21, 1997

Ms. Helene C. Rosen
General Counsel, Palm Beach
County Health Care District
Post Office Box 810037
Boca Raton, Florida 33481-0037

Dear Ms. Rosen:

You ask whether the Palm Beach County Health Care District may, by contract, agree to indemnify and to hold harmless another agency, whether governmental or nongovernmental, for any damage, loss, or injury arising out of the negligent or wrongful acts of the district or its employees. Attorney General Butterworth has asked me to respond to your letter.

Article X, section 13, Florida Constitution, provides in part that "[p]rovision shall be made by general law for bringing suit against the state as to all liabilities now existing or hereafter originating." Thus, the power to waive the state's sovereign immunity rests with the state Legislature.[1]

With the enactment of section 768.28, Florida Statutes, the Legislature has created a limited waiver of the state's immunity in tort.[2] Monetary limitations are specified allowing payment of a judgment against the state or its agencies or subdivisions by any one person not to exceed $100,000 for any claim or judgment which, when totaled with all other claims paid by the state arising out of the same incident or occurrence, does not exceed $200,000.[3]

While there is no analogous statutory waiver of sovereign immunity in contract, The Supreme Court of Florida has stated that where the Legislature has, by general law, authorized the state and its agencies to enter into contracts, it has, in effect, waived the state's immunity in contract.[4] As stated by the Court, however, the waiver of the state's immunity in contract "is applicable only to suits on express, written contracts into which the state agency has statutory authority to enter."[5]

This office, in considering whether public agencies may enter into indemnification or hold harmless agreements with private or public entities, has previously stated that in the absence of statutory authorization, such agreements are impermissible.[6] For example, in Attorney General Opinion 80-77, this office concluded that the Governor could not, in the absence of a statute, waive the immunity of the state by agreeing the state would waive certain defenses and hold the United States harmless for any violations that the state or its employees might commit. Similarly, in Attorney General Opinion 90-21, this office stated that the Department of Corrections was not authorized to indemnify and hold a private company harmless for any damage, loss or injury caused by the department, its employees or agents.

The waiver of the state's immunity in tort has already been accomplished by section 768.28, Florida Statutes. I am not aware of any statutory provision which authorizes the department to alter the terms of section 768.28 by contract. While the courts have recognized that a legislative grant of the power to contract constitutes a waiver of the state's sovereign immunity to be sued in contract, I am not aware of any decision concluding that such authority encompasses the power to waive the state's sovereign immunity in tort beyond that which is already provided in section 768.28.

In Attorney General Opinion 95-12, this office considered the language in section 768.28(18), Florida Statutes, which states:

"Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship with another agency or subdivision of the state. Such a contract must not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence or to assume any liability for the other party's negligence."

The county took the position in the above opinion that the language of section 768.28(18) only prohibited a clause in which the Department of Health and Rehabilitative Services would indemnify or assume liability for the county's negligence but would not prohibit a contractual provision holding the county harmless for any damage, loss or injury caused by the department, its employees or agents. This office concluded, however, that the first sentence of section 768.28(18) clearly prohibits a state agency from waiving *any* defense of sovereign immunity or increasing the limits of its liability when entering into a contract with a political subdivision of the state. Thus, the department could not enter into an agreement containing indemnification or hold harmless provisions that alter the state's waiver of immunity in tort or otherwise impose liability on the department for which it would not otherwise by law be responsible.

In a subsequent informal opinion to the Assistant City Attorney for Coral Springs, this office was asked to comment upon the validity of an interlocal agreement provision providing that the city agreed to bear the responsibility for the defense of and cost incurred in defending the school board from any and all liability resulting from the city's own actions. While this office recognized that it will not pass on the validity of any particular contractual provision, it stated that the city could not waive any defense of sovereign immunity or increase the limits of its liability by contract: "This conclusion would not preclude a contractual provision in the interlocal agreement which would clearly provide that each party will be liable for any losses or damages for which that party may be found legally responsible; however, it would appear to preclude any indemnity or hold harmless provisions in this contract."

As noted in the informal opinion, this office will not pass on the validity of any particular contractual provision. The opinions of this office, however, have recognized that a public agency may not, in the absence of a statute, enter into hold harmless or indemnification agreements which alter the state's waiver of immunity in tort or otherwise impose liability on the agency for which it would not otherwise be responsible. While a public agency would not be precluded from entering into a contract with a provision that clearly states that each party will be liable for any losses or damages for which that party may be found legally responsible, contractual provisions requiring a public agency to hold harmless or indemnify another entity for the public agency's

acts may be construed by the courts as extending the liability of the agency beyond that which it would otherwise be legally liable.

I am enclosing copies of several of the Attorney General Opinions which discuss this issue. I trust, however, that the above informal comments may be of assistance to you in resolving this matter.

Sincerely,

Joslyn Wilson
Assistant Attorney General

JW/tgk

Enclosures: Ops. Att'y Gen. Fla. 90-21 (1990) and 95-12 (1995); Inf. Op. to Mr. Leonard Rubin, dated November 6, 1996.

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[1] *See Arnold v.* Shumpert, 217 So. 2d 116 (Fla. 1968); *Davis v. Watson*, 318 So. 2d 169 (Fla. 4th DCA 1975), *cert. denied*, 330 So. 2d 16 (Fla. 1976).

[2] *See* s. 768.28(1), Fla. Stat., stating in part:

"In accordance with s. 13, Art. X, State Constitution, the state, for itself and for its agencies or subdivisions, hereby waives sovereign immunity for liability for torts, but only to the extent specified in this act. . . ."

[3] Section 768.28(5), Fla. Stat.

[4] *Pan-Am Tobacco Corporation v. Department of Corrections*, 471 So. 2d 4 (Fla. 1984).

[5] *Id.* at 6.

[6] *See*, *e.g.,* Ops. Att'y Gen. Fla. 78-20 (1978) (state agency may not, in absence of general law so providing, enter into indemnification contract imposing liability upon state); 84-103 (1984) (city prohibited from agreeing to indemnify private corporation for any financial losses it might suffer over term of agreement).

Sovereign Immunity, indemnification agreements

Number: AGO 2000-22

Date: April 04, 2000

Subject:
Sovereign Immunity, indemnification agreements

Ms. Denise D. Dytrych
Palm Beach County Attorney
Post Office Box 1989
West Palm Beach, Florida 33402-1989

RE: SOVEREIGN IMMUNITY--COUNTIES--INDEMNIFICATION AGREEMENTS--county's ability to indemnify party of contract through agreement. s. 768.28, Fla. Stat.

Dear Ms. Dytrych:

You ask substantially the following questions:

1. May a county agree to indemnify another party to a contract for the county's own negligence in performance of the contract, if such indemnity does not exceed the limits in section 768.28, Florida Statutes?

2. If not, may the county agree to indemnify to the extent allowed by law, with a disclosure that such indemnification may be found void by a court of law and that the contracting party agrees to waive an estoppel argument to prevent the county from asserting that the indemnification is void?

3. May a county agree to purchase insurance to cover claims arising from a contract and name the contracting party as an additional insured or, alternatively, pay additional funds to the contracting party to purchase such insurance?

4. May a county agree that attorney's fees and costs will be paid to the prevailing party in a dispute arising from a contract, without an appropriation budgeted to cover the potential liability?

In sum:

1. & 2. A county may not agree to indemnify another party to a contract or alter the state's waiver of sovereign immunity such that the county's liability may be extended beyond the limits established in section 768.28, Florida Statutes.

3. A county may not agree to purchase insurance to cover claims arising from a contract and name the contracting party as an additional insured or, alternatively, pay additional funds to the contracting party to purchase such insurance. It is recognized, however, that a private vendor or party contracting with a public entity may incorporate the need for additional funds to purchase

insurance in its bid, such that the funds paid to the party will be used to purchase insurance to cover claims arising from the contract.

4. A county may not enter into an agreement that attorney's fees and costs will be paid to the prevailing party in a dispute arising from a contract to the extent such an agreement may alter the limits of liability established in section 768.28, Florida Statutes.

Questions One and Two

The ability to bring suit against the state and its subdivisions is derived from Article X, section 13, Florida Constitution, providing in part that "[p]rovision shall be made by general law for bringing suit against the state as to all liabilities now existing or hereafter originating." Thus, the power to waive the state's sovereign immunity rests with the state Legislature.[1]

By enacting section 768.28, Florida Statutes, the Legislature created a limited waiver of the state's immunity in tort.[2] Monetary limits are specified to allow payment of a judgment against the state or its agencies or subdivisions to any one person not to exceed $100,000 for any claim or judgment that, when totaled with all other claims or judgments paid by the state arising out of the same incident or occurrence, does not exceed $200,000.[3]

It is well settled that section 768.28, Florida Statutes, constitutes the only manner in which the state's immunity in tort has been waived.[4] While it has been judicially recognized that a legislative grant of the power to contract constitutes a waiver of the state's immunity to be sued in contract,[5] there have been no decisions that such authority would allow a political subdivision to contract away its immunity in tort beyond that provided in section 768.28, Florida Statutes.

In light of the waiver of immunity in tort under section 768.28, Florida Statutes, on behalf of the state and its subdivisions, and in the absence of any statutory provision that authorizes a county to alter the terms of that section by contract, the county may not agree to indemnify another entity for the county's negligence beyond that in section 768.28, Florida Statutes. It makes common sense, however, that a county could contractually recognize its liability as provided by law.

The Supreme Court of Florida has recently determined in *Florida Department of Natural Resources v. Garcia*[6] that a plain reading of section 768.28(18), Florida Statutes, shows that "government entities are only prohibited from entering into agreements to indemnify another government entity for the other entity's negligence, or to assume any liability for the other entity's negligence."

Section 768.28(18), Florida Statutes, expressly provides:

"Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship with another agency or subdivision of the state. *Such a contract must not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence or to assume any liability for the other party's negligence*. This does not preclude a party from

requiring a nongovernmental entity to provide such indemnification or insurance." (e.s.)

While it has been argued that the above language only prohibits a clause in which the state agrees to indemnify another party or assume liability for the other party's negligence, this office has taken the position that the statute clearly provides that a state agency or a subdivision of the state may not waive any defense of sovereign immunity or increase the limits of its liability when entering into a contract with another party.[7] This interpretation would preclude the county from including language in a contractual agreement that would affect any defense the county may raise under section 768.28, Florida Statutes, or otherwise altering the extent of the state's waiver of sovereign immunity.

In Attorney General Opinion 99-56, this office was asked whether the Florida National Guard could enter into a land use agreement that contained an indemnification clause. While the agreement recognized that any indemnification would have to be consistent with state law, the contract further provided that the Guard waived all rights and released the county from all demands or claims arising from the agreement. This office concluded that, absent statutory authority, an agency may not enter into agreements that alter the state's waiver of immunity and such language releasing the county from liability arising under the contract might be construed as extending the liability of an agency beyond that for which it would otherwise be legally liable.

As applied to the instant situation, the *Garcia* decision recognizes that a county may agree to indemnify another public entity that is a party to a contract for the county's own negligence. Any such indemnification agreement, however, would have to be crafted to make clear that it does not alter the state's waiver of sovereign immunity or extend the county's liability beyond the limits established in section 768.28, Florida Statutes.

Accordingly, the county may agree to indemnify another party for the county's own negligence, but may not otherwise alter the extent of its liability under section 768.28, Florida Statutes.

Question Three

As noted above, a subdivision of the state may not enter into a contract with a provision that requires one party to indemnify or insure the other party for the other party's negligence.[8] Moreover, as reflected in the previous discussion, nothing in a contract may alter the state's waiver of sovereign immunity.

Section 111.072, Florida Statutes, authorizes any county, municipality, or political subdivision to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage it may choose or to have any combination thereof in anticipation of any judgment or settlement that its officers, employees, or agents may be liable to pay pursuant to a civil or civil rights lawsuit described in section 111.07, Florida Statutes. This authority is reiterated in section 768.28(15)(a), Florida Statutes, providing that the state's subdivisions are authorized

"to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage they may choose, or to have any combination thereof, in anticipation of any claim, judgment, and claims bill which they may be liable to pay pursuant to this section."

The plain language of the statute limits the procurement of insurance for the coverage of claims, judgments and claims bills for which the governmental entity may be liable to pay pursuant to section 768.28, Florida Statutes. There is no authority to purchase insurance for the benefit of the other party to a contract, effectively providing for the indemnification of the other party.[9]

It is recognized, however, that a private vendor or party contracting with a public entity may incorporate the need for additional funds to purchase insurance in its bid or proposal, such that the funds paid by the county to the party for performance of the contract will be used to purchase insurance to cover claims arising from the contract.

Question Four

As discussed above, the county may not agree to alter the state's waiver of sovereign immunity and extend the county's liability beyond the limits established in section 768.28, Florida Statutes. Thus, a county may not enter into an agreement that attorney's fees and costs will be paid to the prevailing party in a dispute arising from a contract to the extent such an agreement alters the limits of liability established in section 768.28, Florida Statutes.

Sincerely,

Robert A. Butterworth
Attorney General

RAB/tls

---

[1] *See Arnold v. Shumpert,* 217 So. 2d 116 (Fla. 1968); *Davis v. Watson*, 318 So.2d 169 (Fla. 4th DCA 1975), *cert. den*., 330 So. 2d 16 (Fla. 1976). *Cf*. s. 215.245, Fla. Stat., permitting the state and its political subdivisions to enter into indemnification agreements with the Federal Government with respect to water resources development projects.

[2] *See* s. 768.28(1), Fla. Stat., stating in part:

"In accordance with s. 13, Art. X, State Constitution, the state, for itself and for its agencies or subdivisions, hereby waives sovereign immunity for liability for torts, but only to the extent specified in this act. . . ."

And see Department of Health and Rehabilitative Services v. McDougall, 359 So. 2d 528, 532 (Fla. 1st DCA 1978) (a state agency is liable for a wrongful act or omission of any employee of the agency while acting within the scope of his office or employment under circumstances in which the state or such agency, if a private person, would be liable to the claimant in accordance with the general laws of this state).

[3] Section 768.28(5), Fla. Stat.

[4] *See* Op. Att'y Gen. Fla. 99-56 (1999).

[5] *See Pan-Am Tobacco Corporation v. Department of Corrections,* 471 So. 2d 4 (Fla. 1984). Section 768.28(2), Fla. Stat., includes counties and municipalities within the definition of "state agencies or subdivisions."

[6] Slip Op. No. SC93065, February 10, 2000, (Fla. 2000).

[7] *See* Op. Att'y Gen. Fla. 95-12 (1995) (Department of Health and Rehabilitative Services was not authorized to enter into contractual agreement to hold another governmental entity harmless from any damage, loss, or injury arising out the negligence by departmental employees, agents, or subcontractors).

[8] *See* s. 768.28(18), Fla. Stat.

[9] *Cf.* Ops. Att'y Gen. Fla. 94-14 (1994) and 93-34 (1993) (district school board may obtain insurance in excess of the limits of sovereign immunity in anticipation of claims bill which it may be liable to pay; by doing so, it does not waive its defense of sovereign immunity or increase its limits of liability).

From: Christina Tweed
To: Donnella Clarke
Cc: Stephane Malet; Zachary Bell; Shyanne Harnage; Sebrina Brown; Virginia Hughes
Subject: FW: Request for Removal of Section (17) - Liability
Date: Thursday, May 8, 2025 10:47:09 AM
Attachments: image005.png
image006.png
image007.png

City of Fort Pierce

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Good Morning Ms. Clark,

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If you have any further questions or concerns, please feel free to contact me.

Kind Regards,

Tina

Christina Tweed, FCCM

Grant Manager, Bureau of Recovery

Florida Division of Emergency Management

Email: Christina.Tweed@em.myflorida.com

Office: 850-815-4483

https://www.floridadisaster.org



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Sent: Tuesday, May 6, 2025 4:18 PM
To: Christina Tweed <Christina.Tweed@em.myflorida.com>
Cc: Stephane Malet <Stephane.Malet@em.myflorida.com>; Virginia Hughes <Virginia.Hughes@em.myflorida.com>; Sebrina Brown <Sebrina.Brown@em.myflorida.com>; Stephanie Houp <Stephanie.Houp@em.myflorida.com>; Caleb Keller <Caleb.Keller@em.myflorida.com>
Subject: RE: Request for Removal of Section (17) - Liability

Dear Christina,

After careful consideration of the request and a review of the relevant provisions, FDEM must respectfully decline the request to remove Section 17 from the agreement. This decision is based on the following key points:

1. **Interpretation of Section 17 – Responsibility for Own Acts:** Section 17 states that the Subrecipient (the City) "agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Agency [FDEM] and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes."

   This language is carefully drafted to clarify that the City is responsible for *its own*

negligent or tortious acts or omissions. It does not require the City to indemnify FDEM for FDEM's negligence or the negligence of any third party. Instead, it affirms the City's accountability for damages proximately caused by its actions or inactions, and critically, this responsibility is explicitly limited by and subject to the provisions of Section 768.28, Florida Statutes, which governs sovereign immunity for governmental entities in Florida. The clause is intended to operate within, not waive, the established statutory protections and limitations of sovereign immunity.

2. **Standard Agreement Provision:** Section 17 is a standard provision included in all Subaward and Grant Agreements issued by FDEM. This standardization is crucial for ensuring consistency, fairness, and clarity in our contractual relationships with all subrecipients across the state. Modifying this fundamental provision for one entity would create inconsistencies and could complicate the administration of grant programs statewide.

We acknowledge the concerns raised by your City Attorney's Office regarding indemnification and the references to Attorney General Opinions and Florida case law. However, we believe Section 17 is distinguishable from the types of broad indemnification clauses that those authorities typically advise against. As noted in your memorandum, the Florida Supreme Court in *Fla. Dep't of Nat. Res. v. Garcia*, 753 So. 2d 72, 77 (Fla. 2000), found that "government entities are only prohibited from entering into agreements to indemnify another government entity for the *other entity's negligence*, or to assume any liability for the *other entity's negligence*." Section 17 aligns with this principle by focusing on the City's liability for *its own* acts or omissions, not those of FDEM.

Therefore, FDEM maintains that Section 17 is an appropriate and necessary component of the Subaward and Grant Agreement, clearly delineating responsibilities in a manner consistent with Florida law. We value our partnership with the City of Fort Pierce and hope this explanation clarifies our position. We are confident that the agreement, in its current form, provides a fair and legally sound basis for our collaboration.

We would be pleased to meet with you and representatives from the City Attorney's Office to discuss this matter further at your convenience. Please let us know your availability.

Sincerely,

Douglas Galvan

Senior Attorney

Florida Division of Emergency Management

Cell: 448-229-2178 Office: 850-815-4116

Douglas.Galvan@em.myflorida.com

www.FloridaDisaster.org

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Sent: Friday, May 2, 2025 1:37 PM
To: Stephane Malet <Stephane.Malet@em.myflorida.com>; Zachary Bell <Zachary.Bell@em.myflorida.com>
Cc: Shyanne Harnage <sharnage@cityoffortpierce.com>; Sebrina Brown <Sebrina.Brown@em.myflorida.com>; Virginia Hughes <Virginia.Hughes@em.myflorida.com>
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Please let us know if further discussion is needed.

We appreciate your time and consideration, on this matter.

Thank you in advance for your guidance.

Donnella Clarke MSC, PMP®, PMI-ACP® **I Grants Manager I City of Fort Pierce**

Grants Administration Division

Phone: 772-467-3168

100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

THE SUNRISE CITY FORT PIERCE Florida

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City Commission Regular Meeting - 5:05 PM **12. A.**

Meeting Date: 07/21/2025

Re: Sunrise Lakes

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Quasi-Judicial Hearing - Ordinance 25-020 - Review and approval of an application to rezone a single parcel containing approximately 11.54 acres and being located at or near 3804 Sunrise Boulevard in Fort Pierce, from Single Family Moderate Density (R-3) zoning to Planned Development (PD) together with a Planned Development Final Site Plan for fifty (50) single-family residences. The application is submitted by applicant Blaine Bergstresser, KMA Engineering & Surveying, on behalf of owner DT VENTURES 1 LLC. More specifically at Parcel ID#: 2433-123-0001-000-1 - FIRST READING.

SUMMARY:

PD2024-00002
Parcel ID: 2433-123-0001-000-1.
This application is proposing a rezoning to a Final Planned Development (PD) of fifty (50) single-family residences on 11.54 acres (4.41 units per acre), at 3804 Sunrise Boulevard. The property is zoned R-3 with a future land use of RM. The site was recently annexed into the City of Ft. Pierce and has an existing Zoning of RS-3 and an existing Future Land Use of RM. The site is bordered by single-family RS-3 zoning on the south and west. To the north is a cemetery and the east is a Florida Department of Transportation building, both with industrial zoning.

RECOMMENDATION:

Staff recommend the City Commission APPROVE the application of the Sunrise Lakes Final Planned Development, subject to the following 10 conditions:

Conditions:

1. All infrastructure, including the private lift station, school district bus stop, and stormwater system, shall be completed prior to the issuance of first certificate of occupancy for a residential building.
2. A plat of the property shall be required prior to application for a building permit for a residential building.
3. The minimum Open Space shall be maintained at a minimum of 23% of the Final PD site area.
4. The development shall comply with the permitted density, intensity and residential lot and building heights as outlined within the approved Sunrise Lakes Development Agreement and Final PD site plan.
5. A detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.
6. The Final PD Plan shall be governed by 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 shall include the binding of successors in title to any commitments concerning completion of the project and its maintenance and operation.

7. A tree mitigation calculation shall be submitted and approved prior to issuance of a site clearing or vegetation removal permit.
8. A landscape maintenance agreement shall be required prior to final certificate of occupation.
9. A revised final site plan, architectural elevations and landscaping plan shall be submitted for the proposed amenity center.
10. All applicable state or federal permits shall be obtained before commencement of the development.

ALTERNATIVES:

Approval with alternative/additional conditions
or
Disapproval

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

Technical Review Committee
City Attorney's Office

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
Updated Staff Presentation
Staff Report
Ordinance
Draft Development Agreement
Site Plan
Landscape Plan
Tree Inventory Plan
Engineering Plans
Traffic Impact Approval
Sewer Availability
Stormwater Maintenance
Concurrency Analysis

Property Card
Deed
Project Narrative
Lighting Plan
Survey - TOPO
Water Availability
Environmental Assessment
Legal Description
Floor Plan
Applicant Response
Engineering Approval
CA Memo
Public Notice Certification
Proof of Publication
Public Submission Ronna Perry

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/11/2025 01:34 PM

Form Started By: Kev Freeman
Started On: 07/03/2025 11:36 AM
Final Approval Date: 07/11/2025

CITY OF FORT PIERCE

CITY COMMISSION

JULY 21, 2025

Sunrise Lakes Final PD Site Plan
PD2024-00002

APPLICATION

PD2024-00002 Sunrise Lakes Final Site Plan PD - Sunrise Blvd

APPLICANT

Bergstresser, Blaine

KMA Engineering & Surveying for DT VENTURES 1 LLC

ADDRESS

3804 Sunrise Boulevard

PARCEL ID #:

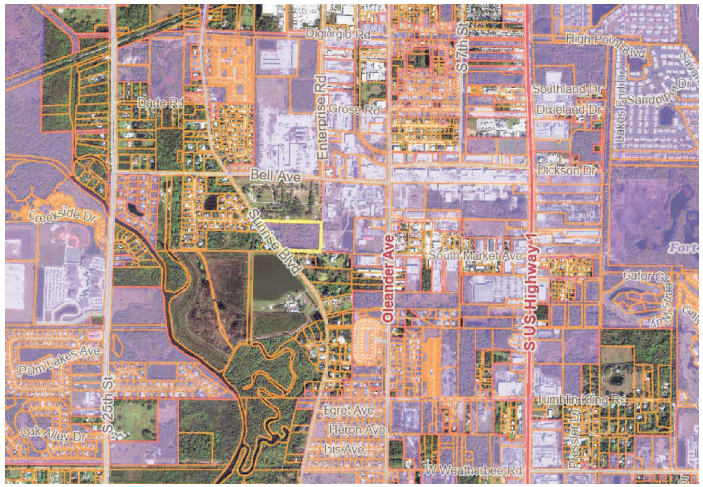
2433-123-0001-000-1

SUMMARY

This application is proposing a rezoning to a Final Planned Development (PD) of fifty (50) single-family residences on 11.54 acres (4.41 units per acre), at 3804 Sunrise Boulevard. The property is zoned R-3 with a future land use of RM. The site was recently annexed into the City of Ft. Pierce. The site is bordered by single-family RS-3 zoning on the south and west. To the north is a cemetery and the east is a Florida Department of Transportation building, both with industrial zoning.

SITE LOCATION

SITE AREA +/- 11.54 Acres



N

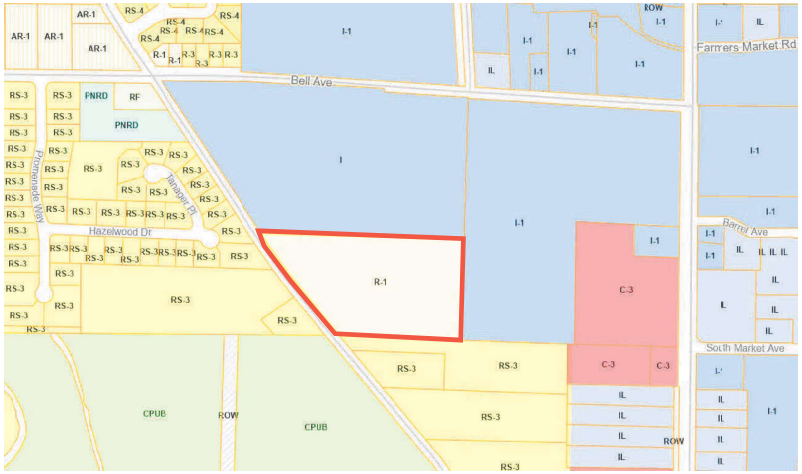
SITE LOCATION

SITE AREA +/- 11.54 Acres



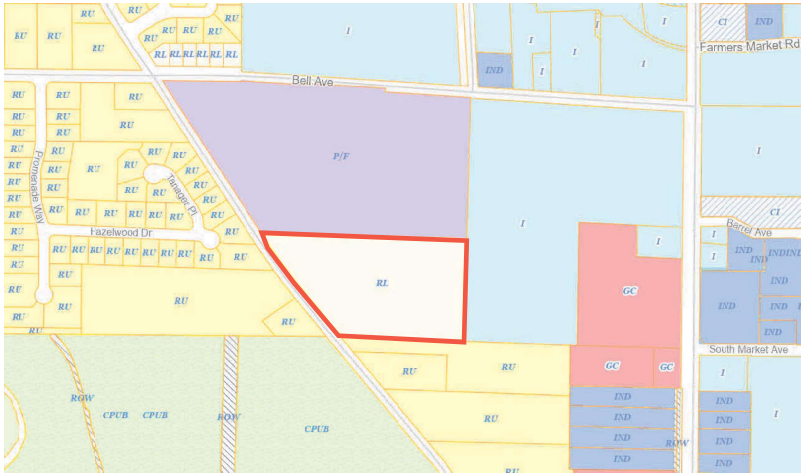
N

EXISTING ZONING – R-1 PROPOSED ZONING – FINAL PD



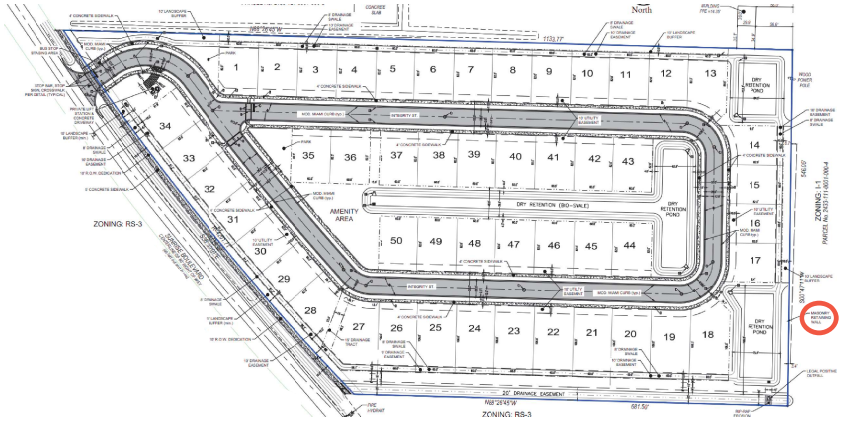
N

EXISTING FLU – LOW DENSITY RESIDENTIAL



N

SUNRISE LAKES – SITE PLAN



N

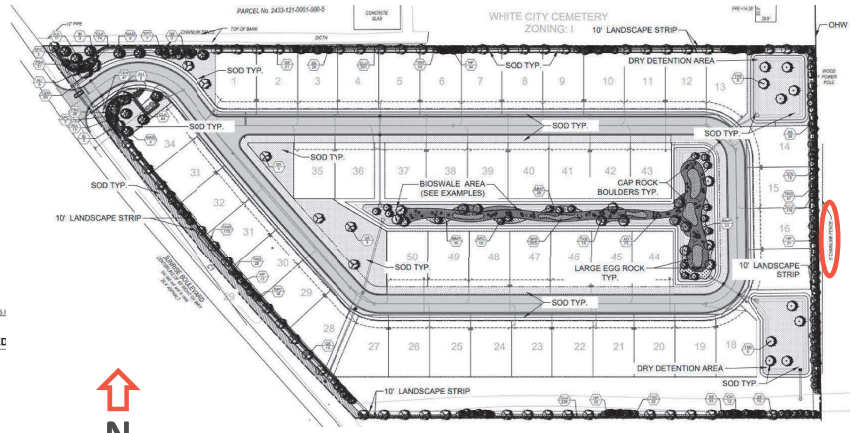
SUNRISE LAKES – PD DATA

LAND USE BREAKDOWN			
TOTAL AREA OF SUBJECT PARCEL	502,682 SF	11.54 AC	100.00%
AREA OF ONSITE WETLAND	0 SF	0.00 AC	0.00%
AREA OF WETLAND BUFFER	0 SF	0.00 AC	0.00%
TOTAL DEVELOPMENT AREA	502,682 SF	11.54 AC	100.00%

TOTAL DEVELOPMENT AREA	502,682 SF	11.54 AC	100.00%
AREA OF PROPOSED BUILDINGS	100,000 SF	2.30 AC	19.89%
AREA OF PROPOSED ROW IMPERVIOUS	79,358 SF	1.82 AC	15.79%
AREA OF PROPOSED LOT IMPERVIOUS	56,000 SF	1.29 AC	11.14%
AREA OF PROPOSED RETENTION BASE	26,130 SF	0.60 AC	5.20%
TOTAL PROPOSED IMPERVIOUS AREA	261,488 SF	6.00 AC	52.02%
AREA OF PROPOSED LOT PERVIOUS	106,940 SF	2.46 AC	21.27%
AREA OF PROPOSED RETENTION BANK	24,890 SF	0.57 AC	4.95%
AREA OF PROPOSED GREEN SPACE	102,323 SF	2.35 AC	20.36%
TOTAL PROPOSED PERVIOUS AREA	234,153 SF	5.38 AC	46.58%

ZONING	PD
MIN. LOT SIZE	4,920 SF
MIN. LOT WIDTH	60'
MIN. LOT DEPTH	82'
MIN. ROAD FRONTAGE	25'
MAX. LOT COVERAGE	40%
BUILDING HEIGHT (1 STORY)	45'
MAX. GROSS DENSITY (DU/AC.)	12 DU/AC. (3.81 DU/AC. PROPOSED)
MIN. SETBACKS	
FRONT	15'
SIDE (INTERIOR)	5'
SIDE (CORNER)	5'
GARAGE	20'
REAR	15'

SUNRISE LAKES – LANDSCAPE PLAN



PROVIDED TREES

NORTH PERIMETER LANDSCAPE STRIP
57 TREES

SOUTH PERIMETER LANDSCAPE STRIP
39 TREES

EAST PERIMETER LANDSCAPE STRIP
29 TREES

WEST PERIMETER LANDSCAPE STRIP
24 TREES

INTERIOR VEHICULAR USE AREAS = 53,640 S.I
36 TREES

TOTAL TREES PROVIDED

PROVIDED SHRUBS

NORTH PERIMETER LANDSCAPE STRIP
421 SHRUBS

SOUTH PERIMETER LANDSCAPE STRIP
226 SHRUBS

EAST PERIMETER LANDSCAPE STRIP
183 SHRUBS

WEST PERIMETER LANDSCAPE STRIP
289 SHRUBS

TOTAL SHRUBS PROVIDED: 1,121 SHRUBS

PLANNING BOARD

The Planning Board, at their May 12, meeting recommended APPROVAL of the Sunrise Lakes Final PD, by a vote of 5-0 subject to the 10 conditions, as attached to this item.

RECOMMENDATION

Staff recommend the APPROVAL of the Sunrise Lakes Final PD, subject to the following 11 conditions:

CONDITIONS

1. All infrastructure, including the private lift station, school district bus stop, and stormwater system, shall be completed prior to the issuance of first certificate of occupancy for a residential building
2. A plat of the property shall be required prior to application for a building permit for a residential building.
3. The minimum Open Space shall be maintained at a minimum of 23% of the Final PD site area.

CONDITIONS (continued).

4. The development shall comply with the permitted density, intensity and residential lot and building heights as outlined within the approved Sunrise Lakes Development Agreement and Final PD site plan.
5. A detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.
6. The Final PD Plan shall be governed by 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 shall include the binding of successors intitle to any commitments concerning completion of the project and its maintenance and operation.

CONDITIONS (continued).

7. A tree mitigation calculation shall be submitted and approved prior to issuance of a site clearing or vegetation removal permit.
8. A landscape maintenance agreement shall be required prior to final certificate of occupation.
9. A revised final site plan, architectural elevations and landscaping plan shall be submitted for the proposed amenity center.
10. All applicable state or federal permits shall be obtained before commencement of the development.

ALTERNATIVE RECOMMENDATIONS:

Approval with alternative/additional conditions

Or

Disapproval

CITY OF FORT PIERCE

CITY COMMISSION

JULY 21, 2025

Sunrise Lakes Final PD Site Plan
PD2024-00002

APPLICATION

PD2024-00002 Sunrise Lakes Final Site Plan PD - Sunrise Blvd

APPLICANT

Bergstresser, Blaine

KMA Engineering & Surveying for DT VENTURES 1 LLC

ADDRESS

3804 Sunrise Boulevard

PARCEL ID #:

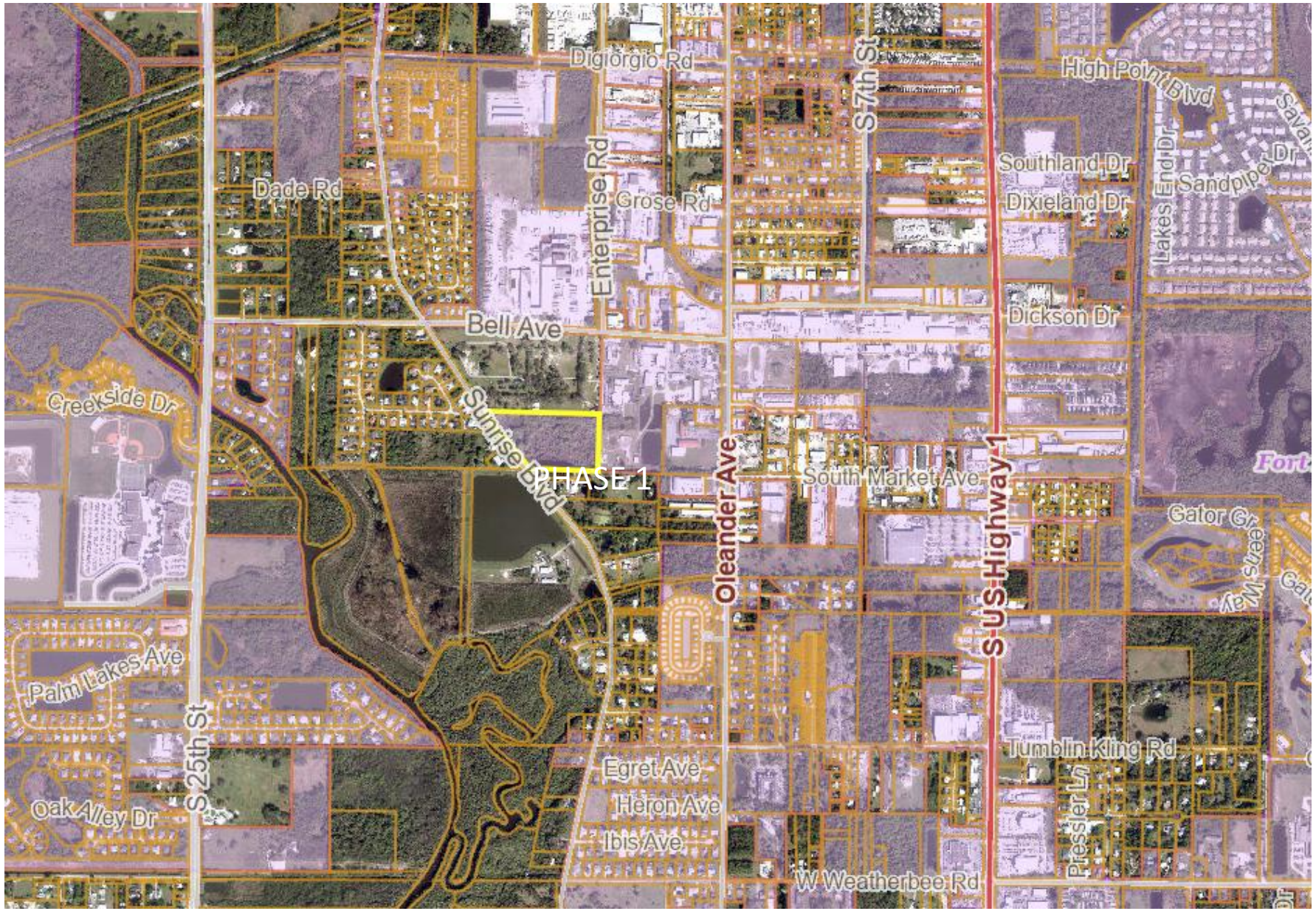
2433-123-0001-000-1

SUMMARY

This application is proposing a rezoning to a Final Planned Development (PD) of fifty (50) single-family residences on 11.54 acres (4.41 units per acre), at 3804 Sunrise Boulevard. The property is zoned R-1 with a future land use of RM (6.5 units/Acre). The site was recently annexed into the City of Ft. Pierce. The site is bordered by single-family RS-3 zoning on the south and west. To the north is a cemetery and the east is a Florida Department of Transportation building, both with industrial zoning.

SITE LOCATION

SITE AREA +/- 11.54 Acres



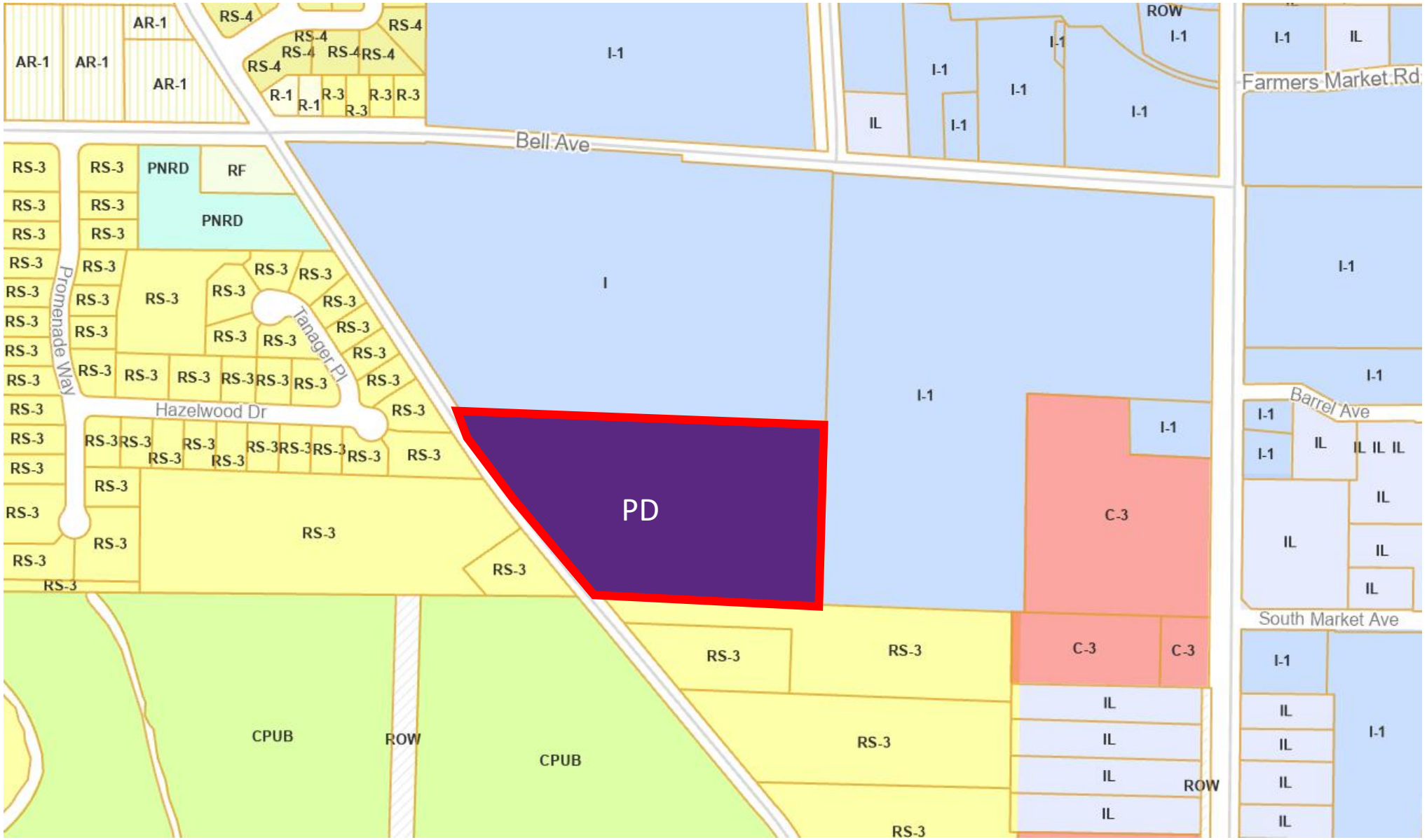
N

SITE LOCATION SITE AREA +/- 11.54 Acres



N

PROPOSED ZONING – FINAL PD



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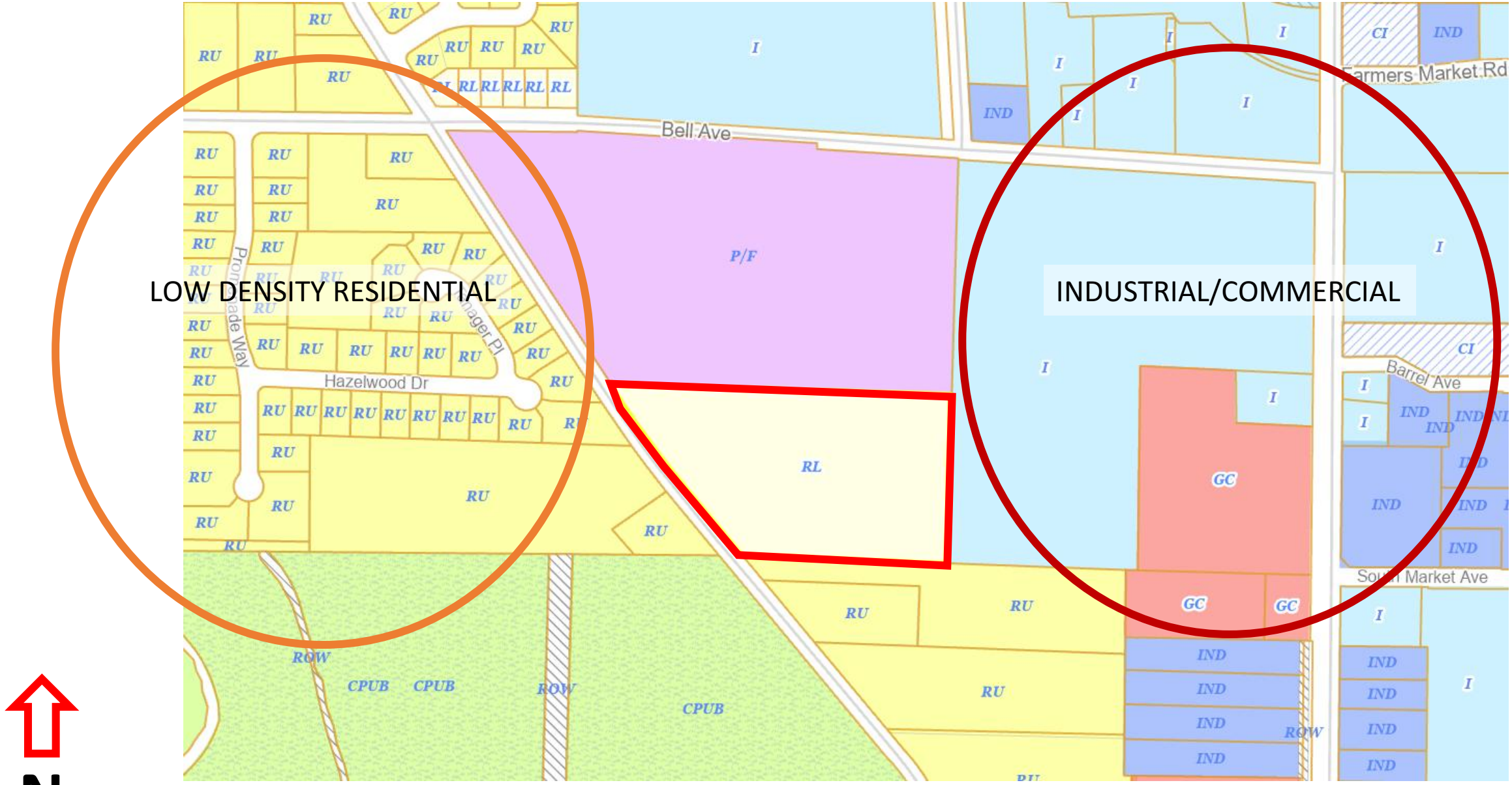
EXISTING FLU – LOW DENSITY RESIDENTIAL – NO CHANGE



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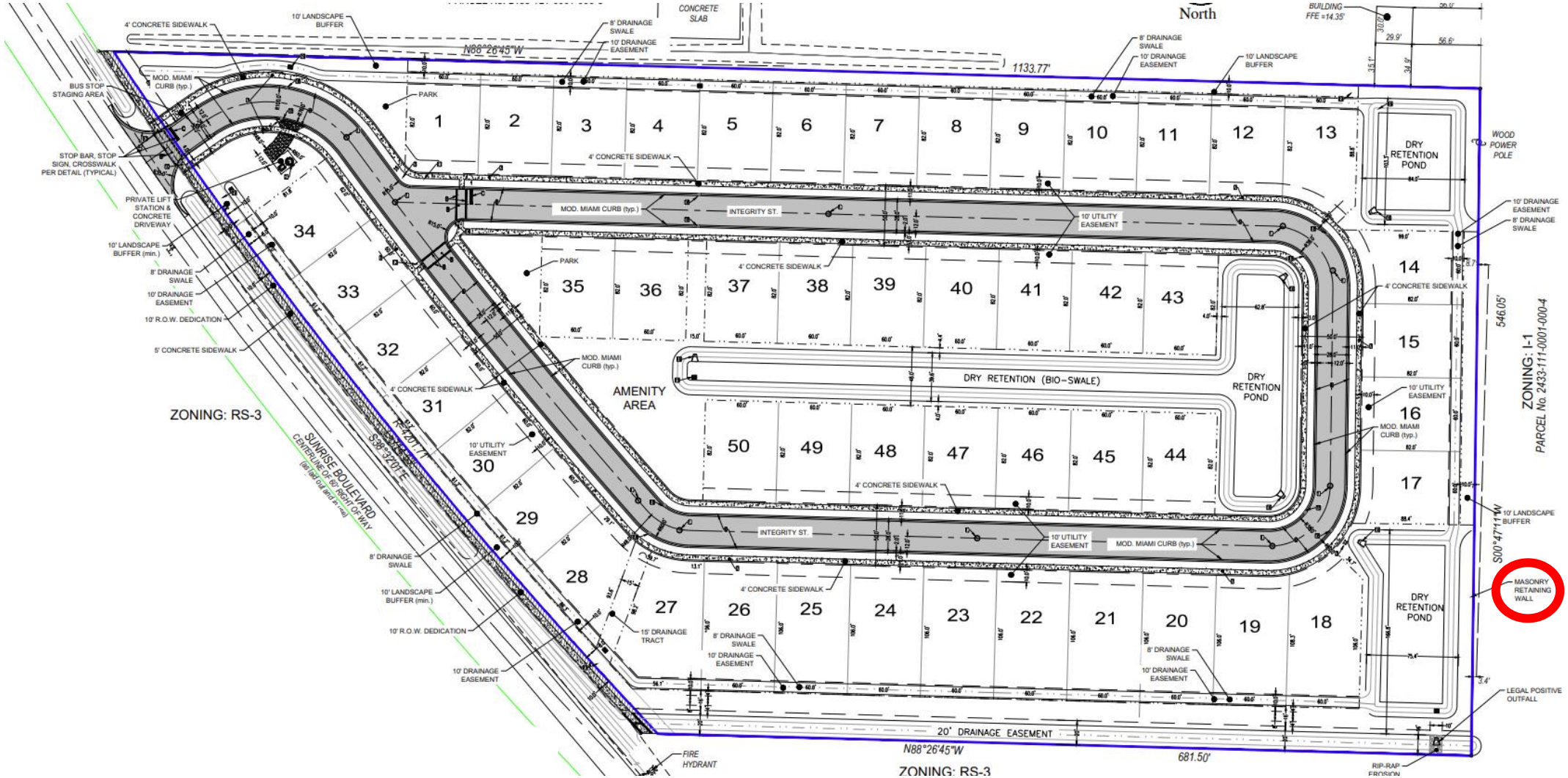
SUNRISE LAKES – SITE PLAN



N

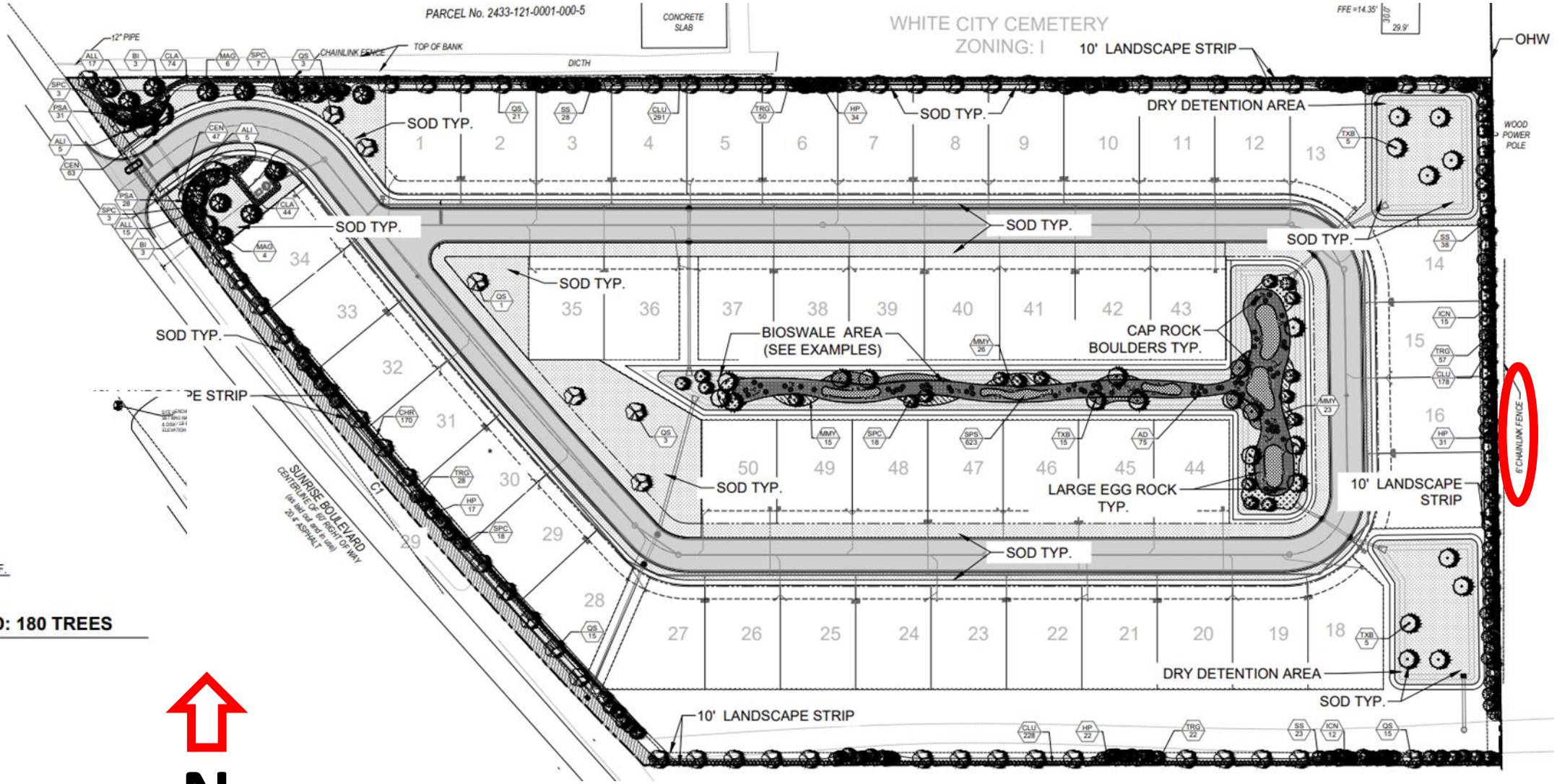
SUNRISE LAKES – PD DATA

LAND USE BREAKDOWN			
TOTAL AREA OF SUBJECT PARCEL	502,682 SF	11.54 AC	100.00%
AREA OF ONSITE WETLAND	0 SF	0.00 AC	0.00%
AREA OF WETLAND BUFFER	0 SF	0.00 AC	0.00%
TOTAL DEVELOPMENT AREA	502,682 SF	11.54 AC	100.00%

TOTAL DEVELOPMENT AREA	502,682 SF	11.54 AC	100.00%
AREA OF PROPOSED BUILDINGS	100,000 SF	2.30 AC	19.89%
AREA OF PROPOSED ROW IMPERVIOUS	79,358 SF	1.82 AC	15.79%
AREA OF PROPOSED LOT IMPERVIOUS	56,000 SF	1.29 AC	11.14%
AREA OF PROPOSED RETENTION BASE	26,130 SF	0.60 AC	5.20%
TOTAL PROPOSED IMPERVIOUS AREA	261,488 SF	6.00 AC	52.02%
AREA OF PROPOSED LOT PERVIOUS	106,940 SF	2.46 AC	21.27%
AREA OF PROPOSED RETENTION BANK	24,890 SF	0.57 AC	4.95%
AREA OF PROPOSED GREEN SPACE	102,323 SF	2.35 AC	20.36%
TOTAL PROPOSED PERVIOUS AREA	234,153 SF	5.38 AC	46.58%

ZONING	PD
MIN. LOT SIZE	4,920 SF
MIN. LOT WIDTH	60'
MIN. LOT DEPTH	82'
MIN. ROAD FRONTAGE	25'
MAX. LOT COVERAGE	40%
BUILDING HEIGHT (1 STORY)	45'
MAX. GROSS DENSITY (DU/AC.)	12 DU/AC. (3.81 DU/AC. PROPOSED)
MIN. SETBACKS	
FRONT	15'
SIDE (INTERIOR)	5'
SIDE (CORNER)	5'
GARAGE	20'
REAR	15'

SUNRISE LAKES – LANDSCAPE PLAN



PROVIDED TREES

NORTH PERIMETER LANDSCAPE STRIP
57 TREES

SOUTH PERIMETER LANDSCAPE STRIP
35 TREES

EAST PERIMETER LANDSCAPE STRIP
28 TREES

WEST PERIMETER LANDSCAPE STRIP
24 TREES

INTERIOR VEHICULAR USE AREAS = 53,640 S.F.
36 TREES

TOTAL TREES PROVIDED: 180 TREES

PROVIDED SHRUBS

NORTH PERIMETER LANDSCAPE STRIP
421 SHRUBS

SOUTH PERIMETER LANDSCAPE STRIP
228 SHRUBS

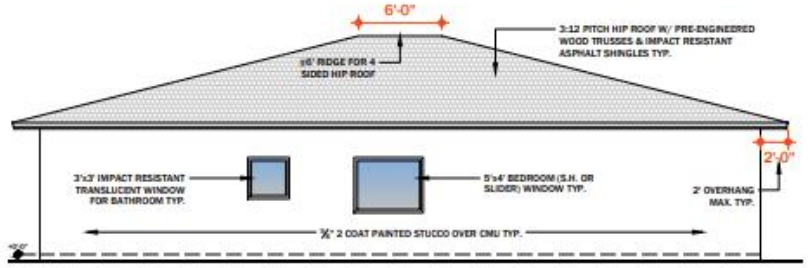
EAST PERIMETER LANDSCAPE STRIP
183 SHRUBS

WEST PERIMETER LANDSCAPE STRIP
289 SHRUBS

TOTAL SHRUBS PROVIDED: 1,121 SHRUBS

N

SUNRISE LAKES – ARCHITECTURAL DETAILS

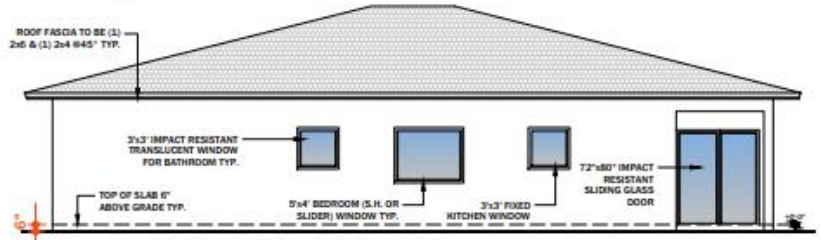


5 PROPOSED SIDE ELEVATION

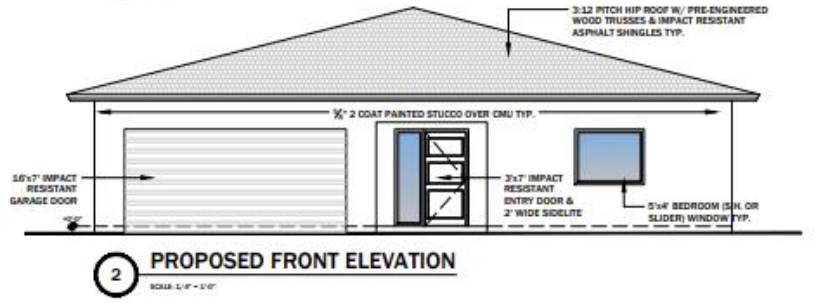
+/- 16 ft



4 PROPOSED REAR ELEVATION



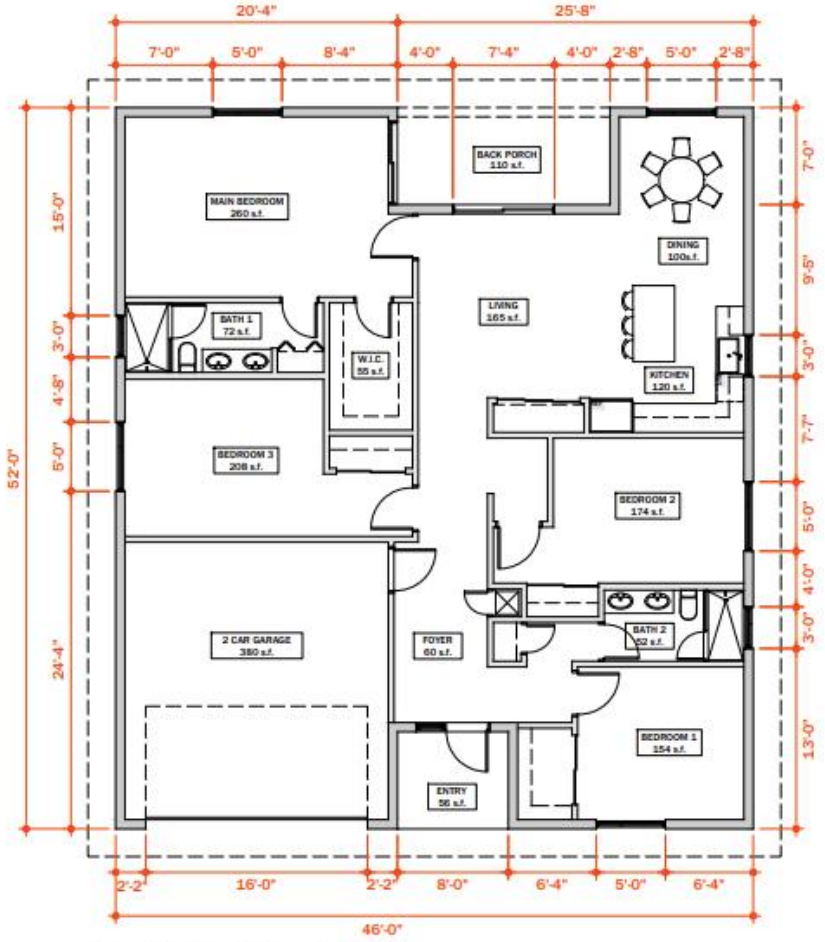
3 PROPOSED SIDE ELEVATION



2 PROPOSED FRONT ELEVATION

HOUSE MODEL A: 4 BED 2 BATH / 2,392 S.F.

TOTAL FOOTPRINT: 2,392 S.F.
HVAC SPACE: 1,818 S.F.



1 PROPOSED FLOOR PLAN

PLANNING BOARD

The Planning Board, at their May 12, meeting recommended APPROVAL of the Sunrise Lakes Final PD, by a vote of 5-0 subject to the 10 conditions, as attached to this item.

RECOMMENDATION

Based on findings that the proposal is in compliance with the Comprehensive Plan and that the proposal promotes the public health, safety and general welfare. Staff recommend the APPROVAL of the Sunrise Lakes Final PD, subject to the following 10 conditions:

CONDITIONS

1. All infrastructure, including the private lift station, school district bus stop, and stormwater system, shall be completed prior to the issuance of first certificate of occupancy for a residential building
2. A plat of the property shall be required prior to application for a building permit for a residential building.
3. The Open Space shall be maintained at a minimum of 23% of the Final PD site area.

CONDITIONS (continued).

4. The development shall comply with the permitted density, intensity and residential lot and building heights as outlined within the approved Sunrise Lakes Development Agreement and Final PD site plan.
5. A detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.
6. The Final PD Plan shall be governed by 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 shall include the binding of successors intitle to any commitments concerning completion of the project and its maintenance and operation.

CONDITIONS (continued).

7. A tree mitigation calculation shall be submitted and approved prior to issuance of a site clearing or vegetation removal permit.
8. A landscape maintenance agreement shall be required prior to final certificate of occupation.
9. A revised final site plan, architectural elevations and landscaping plan shall be submitted for the proposed amenity center.
10. All applicable state or federal permits shall be obtained before commencement of the development.

ALTERNATIVE RECOMMENDATIONS:

Approval with alternative/additional conditions

Or

Disapproval

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

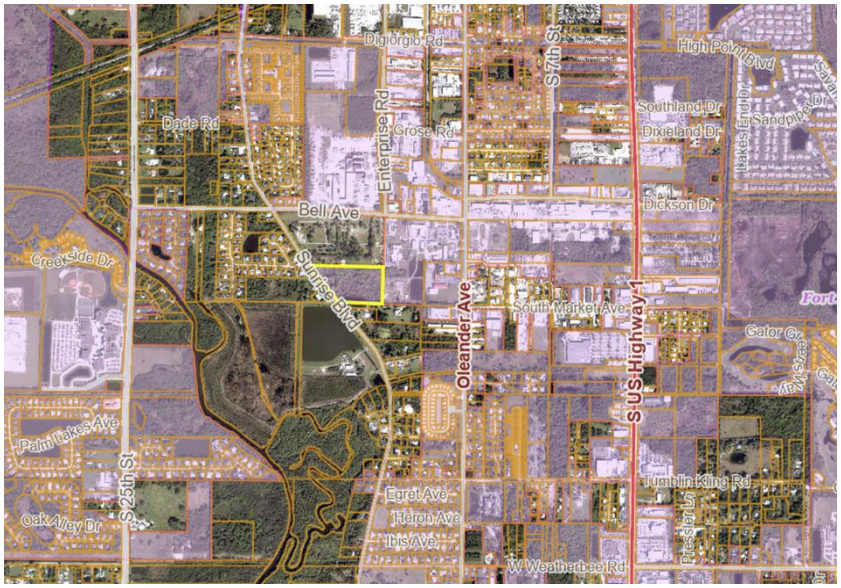
TO:	Richard Chess, City Manager City Commission
FROM:	Kev Freeman, Planning Director
RE:	**PD2024-00002 Sunrise Lakes (3804 Sunrise Blvd)** **PD Final Site Plan**
COMMISSION DATE:	July 9, 2025

STAFF REPORT

Agent (on behalf of the Owner): Blaine Bergstresser, KMA Engineering & Surveying

Owner: **DT VENTURES 1 LLC**

Summary: This application is proposing a rezoning to a Final Planned Development (PD) of fifty (50) single-family residences on 11.54 acres (4.41 units per acre), at 3804 Sunrise Boulevard. The property is zoned R-3 with a future land use of RM. The site was recently annexed into the City of Ft. Pierce. The site is bordered by single-family RS-3 zoning on the south and west. To the north is a cemetery and the east is a Florida Department of Transportation building, both with industrial zoning.



Location(s): 3804 Sunrise Boulevard.

Parcel ID (s): 2433-123-0001-000-1

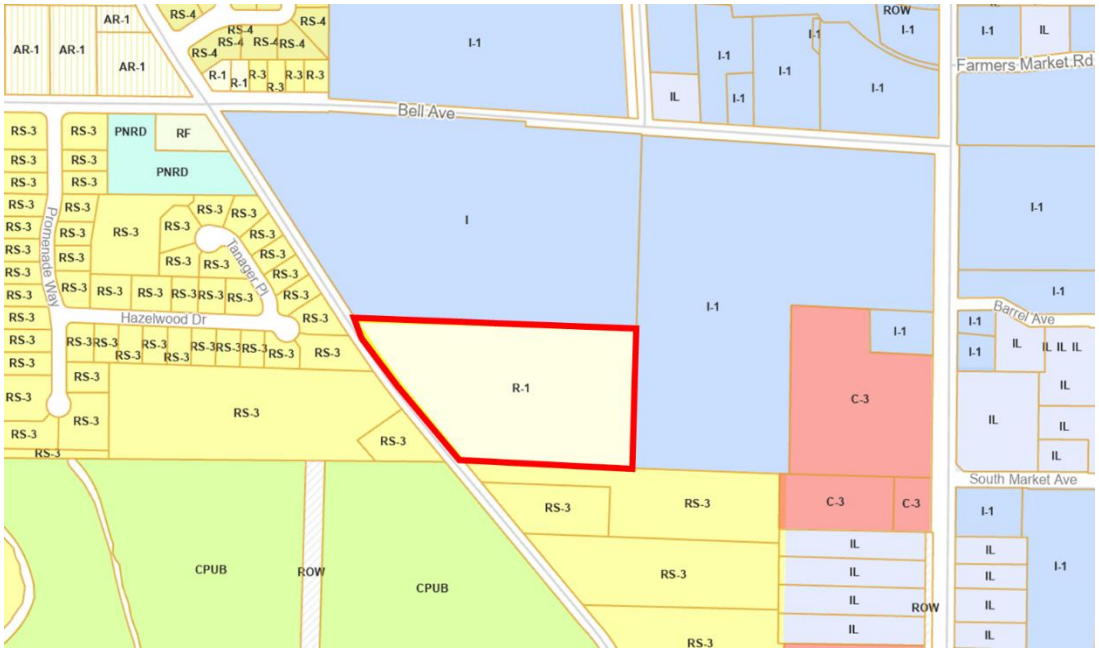
Surrounding FLU and Zoning:

Current Zoning	R-3
Proposed Zoning	PD (Final Site Plan)
Current FLU	RM
Proposed FLU	NO CHANGE
Zoning North	I (COUNTY)
Zoning South	RS-3 (COUNTY)
Zoning East	I-1 (CITY)
Zoning West	RS-3 (COUNTY)
FLU North	P/F (COUNTY)
FLU South	RU (COUNTY)
FLU East	I (CITY)
FLU West	RU (COUNTY).

Request

In accordance with Article V Sections 125-212, and 125-314 of the City Code, the applicant is requesting approval of a zoning change to a Planned Development (PD) Zoning District with approval of a Final PD Site Plan.

Zoning



Existing: Sec. 125-193. - R-3 Residential single-family

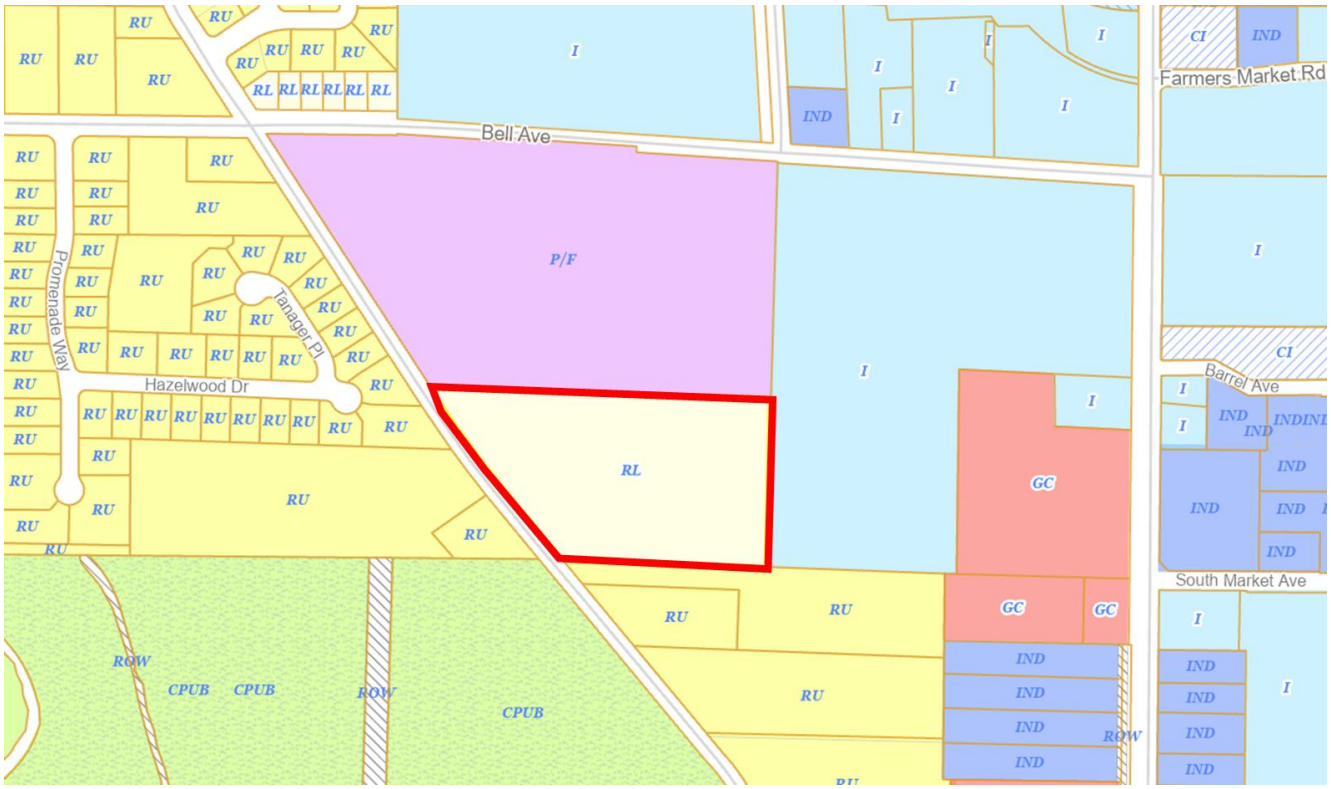
Purpose. The major purpose of this zoning district is to provide for residential areas with an average net density in conventional developments of approximately six units per acre. Innovative residential developments, however, may have higher net densities not exceeding eight units per acre. Duplexes and certain non-residential uses are allowed when appropriate conditions and safeguards indicated in this section are fulfilled. This classification can be effectively applied to areas serving as a transition between lower density single-family zones and residential districts with medium or high densities. Public water and sewer service should be available.

Proposed: Sec. 125-212. - Planned Development Zone (PD).

Purpose. The Planned Development (PD) Zone District is to provide a process for the evaluation of developments which are not otherwise permitted in the zoning districts established by this chapter. The PD District is a voluntary process commenced by an applicant for such zoning designation. The intent is to establish a resilient living and working environment through the application of enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. A PD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economic development, and the protection of adjacent existing and

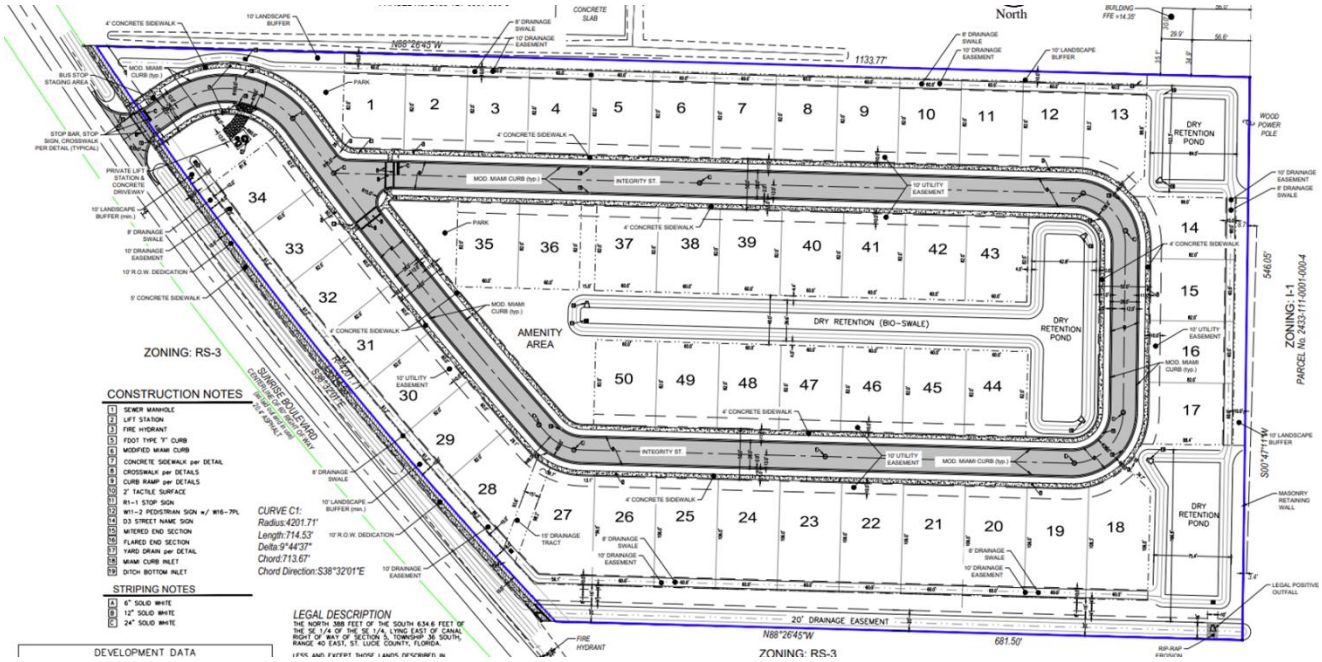
future development. Therefore, the PD alternative may allow uses and design concepts which are not specifically allowed in standard zoning districts. To the extent that any provisions of this section conflict with any other provisions of this Code, the provisions of this section shall prevail.

Future Land Use



<u>Medium Density Residential (RL) – No Change</u>

Medium Density Residential (RM): 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.



Design Review

The proposed dwelling units have clean architectural elements, which incorporate vertical and horizonal design articulation and relief. Single-Family units are not subject to design review outside of the FPRA.

Parking

The Final Site Plan provides the required number of parking stalls.

Utilities

FPUA

Traffic Impact Statement

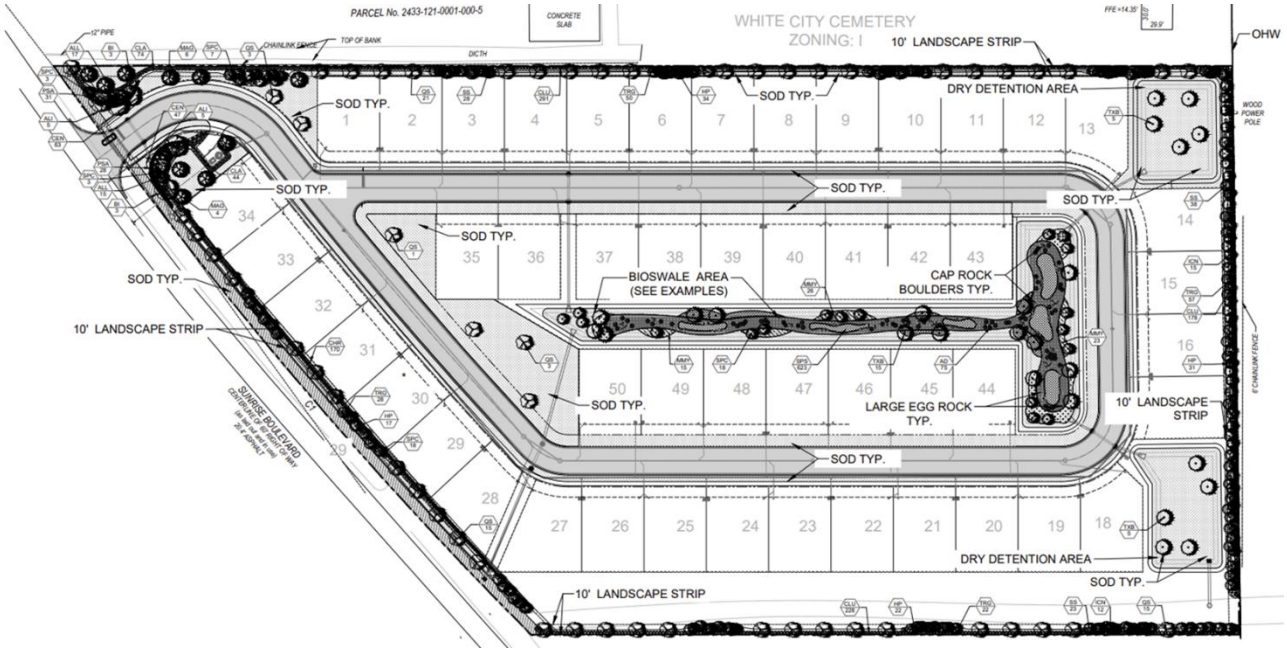
The traffic analysis is accepted and approved.

Environmental

An apparent high-water table and dense vegetative cover provides poor quality gopher tortoise habitat throughout the majority of the subject property. Ponding, saturated soils, and organic soils were observed throughout the property. Optimal forage species (i.e., asgrasses and forbes) were generally absent due to the dense canopy and shrub, and cover. Additionally, approximately 50 percent of the soil types on the property are classified as “unsuitable” while the other 50 percent are listed as “less suited”.

Landscaping

The development shall comply with the city's landscaping requirements, full tree mitigation analysis shall be required at building permit.



PROVIDED TREES

NORTH PERIMETER LANDSCAPE STRIP
57 TREES

SOUTH PERIMETER LANDSCAPE STRIP
35 TREES

EAST PERIMETER LANDSCAPE STRIP
28 TREES

WEST PERIMETER LANDSCAPE STRIP
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INTERIOR VEHICULAR USE AREAS = 53,640 S.F.
36 TREES

TOTAL TREES PROVIDED: 180 TREES

PROVIDED SHRUBS

NORTH PERIMETER LANDSCAPE STRIP
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228 SHRUBS

EAST PERIMETER LANDSCAPE STRIP
183 SHRUBS

WEST PERIMETER LANDSCAPE STRIP
289 SHRUBS

TOTAL SHRUBS PROVIDED: 1,121 SHRUBS

Stormwater Drainage

The proposed Surface-Water Management System (SMS) for the project includes a series of interconnected dry retention ponds capable of providing the necessary water quality treatment and

nutrient abatement as required by the state and the district. These will also provide the necessary attenuation required to comply with NSLRWCD's outfall limitations. Outfall shall be controlled by a single drop structure with discharge to the existing ditch along the south of the property, where it will be conveyed to the county right-of-way, and into the Platts's Creek Conservatory. Additional work outside the immediate parcel boundary may include improvements to the Sunrise Boulevard right-of-way, as determined.

The site is currently undeveloped; the majority of the site is native forest, consistent with the FLUCCS "Mixed Upland Forest" designation. No wetland areas have been observed on the parcel. According the USGS, the parcel is comprised of 40% "Susanna" sands, 20% "WInder loamy" sands, 20% "Ankona" sands, and 20% others; this mixture of group A/D, B/D, and C/D soils averages to B/D hydrologic group soil. Existing elevations ranging from about 14 NAVD along the north property line to 9.0 NAVD along the south; the existing grades appear to direct stormwater runoff from the north to the south. The southern portion of the property consists of a drainage easement with an east-west ditch that collects runoff. Ultimately, runoff resolves itself to the county right-of-way, where it crosses Sunrise Blvd. and enters the county stormwater management and preservation area know as Platt's Creek.

Platt's Creek has a direct connection to the North St Lucie River and the NSLRWCD. The property is bordered on the south by private residences, on the east by an FDOT storage yard (and cell tower), on the west by Sunrise Boulevard, and to the north by the White City Cemetery. Stormwater runoff from offsite is controlled from entering the subject parcel. The parcel is is a FEMA "X" Flood Zone.

The SMS has been designed such that the peak stage for the 10-year/24-hour event shall not cause flooding within the proposed vehicular use areas, that the peak stage for the 25-year/3-day event shall not exceed the perimeter berm for the project, and the 100-year/3-day event with Zero discharge shall not stage above the proposed Finish Floor Elevation (14.00 NAVD).

Technical Review Committee

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.

Recommended Conditions of Approval

1. All infrastructure, including the private lift station, school district bus stop, and stormwater system,

shall be completed prior to the issuance of first certificate of occupancy for a residential building

2. A plat of the property shall be required prior to application for a building permit for a residential building.
3. The minimum Open Space shall be maintained at a minimum of 23% of the Final PD site area.
4. The development shall comply with the permitted density, intensity and residential lot and building heights as outlined within the approved Sunrise Lakes Development Agreement and Final PD site plan.
5. A detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.
6. The Final PD Plan shall be governed by 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 shall include the binding of successors intitle to any commitments concerning completion of the project and its maintenance and operation.
7. A tree mitigation calculation shall be submitted and approved prior to issuance of a site clearing or vegetation removal permit.
8. A landscape maintenance agreement shall be required prior to final certificate of occupation.
9. A revised final site plan, architectural elevations and landscaping plan shall be submitted for the proposed amenity center.
10. All applicable state or federal permits shall be obtained before commencement of the development.

Staff Recommendation*:*

The proposed application meets the standards of the City's Code Section 125-212, and 125-314.

Therefore, Staff recommends that the City Commission **APPROVE** the site plan subject to the Fourteen (10) Conditions as noted.

Alternative Recommendations:

APPROVE – with Amended/Additional Conditions

OR

DISAPPROVE/DENY

ORDINANCE NO. 25-020

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE CITY'S ZONING ATLAS FOR ONE(1) PARCEL CONTAINING APPROXIMATELY 11.54 ACRES, MORE OR LESS, AND BEING LOCATED AT OR NEAR 3804 SUNRISE BOULEVARD IN FORT PIERCE, FLORIDA FROM (R-3) SINGLE FAMILY MODERATE DENSITY ZONE TO PLANNED DEVELOPMENT (PD)**; ESTABLISHING THE SUNRISE LAKES PLANNED DEVELOPMENT ZONE WITH A FINAL DEVELOPMENT SITE PLAN AND CONDITIONS OF DEVELOPMENT**;** APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject proposal incorporates one (1) parcel generally located at or near, 3804 Sunrise Boulevard within the City of Fort Pierce, Florida, containing approximately 11.54 acres of land; and

WHEREAS, a map depicting the subject property is attached hereto as Exhibit "A"; and

WHEREAS, the subject property, is presently designated as (R-3) Single family moderate density zone with a Future Land Use of Medium Density Residential (RM), and

WHEREAS, the Applicant, has applied for rezoning of the subject property from (R-3) Single family moderate density zone to PD, Planned Development Zone, and

WHEREAS, the proposed zoning atlas map amendment (rezoning) is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs; and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 125-136; and

WHEREAS, pursuant to City Code 125-212, PD zoning is permitted in the City subject to a Planned Development Zoning Agreement; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 12, 2025, meeting, voted 5 to 0 to recommend approval of the proposed request for these parcels; and

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

SECTION 1. The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. From and after the effective date hereof, the following property legally described respectively as:

33 35 40 S 546 FT OF NW 1/4 OF NE 1/4 LYG E OF SUNRISE BV (11.34 AC)

Parcel ID: 2433-123-0001-000-1

Said property being generally located at or near at or near 3804 Sunrise BLVD, Fort Pierce, Florida shall be rezoned, and the Zoning Designation is hereby amended from (R-3) Single family moderate density zone to Planned Development, PD, as depicted at **Exhibit "A"** and the Sketch & Legal Description at **Exhibit "B".**

SECTION 3. The Final PD site plan at **Exhibit "C"**, the Conditions of Development (PD Zoning) at **Exhibit "D"**, and the Planned Development Zoning Agreement at **Exhibit "E"**, are all attached hereto and incorporated herein, are approved.

SECTION 4. This Ordinance does not create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

SECTION 5. 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 6. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 7. This Ordinance shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.25-020 was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on July 6, 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 _____, 2025; and was duly introduced, read by title only, and passed on second and final reading _____, 2025, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this ____th day of ____ 2025.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox
City Clerk

(City Seal)

EXHIBIT A

Parcel subject of Rezoning Map Amendment

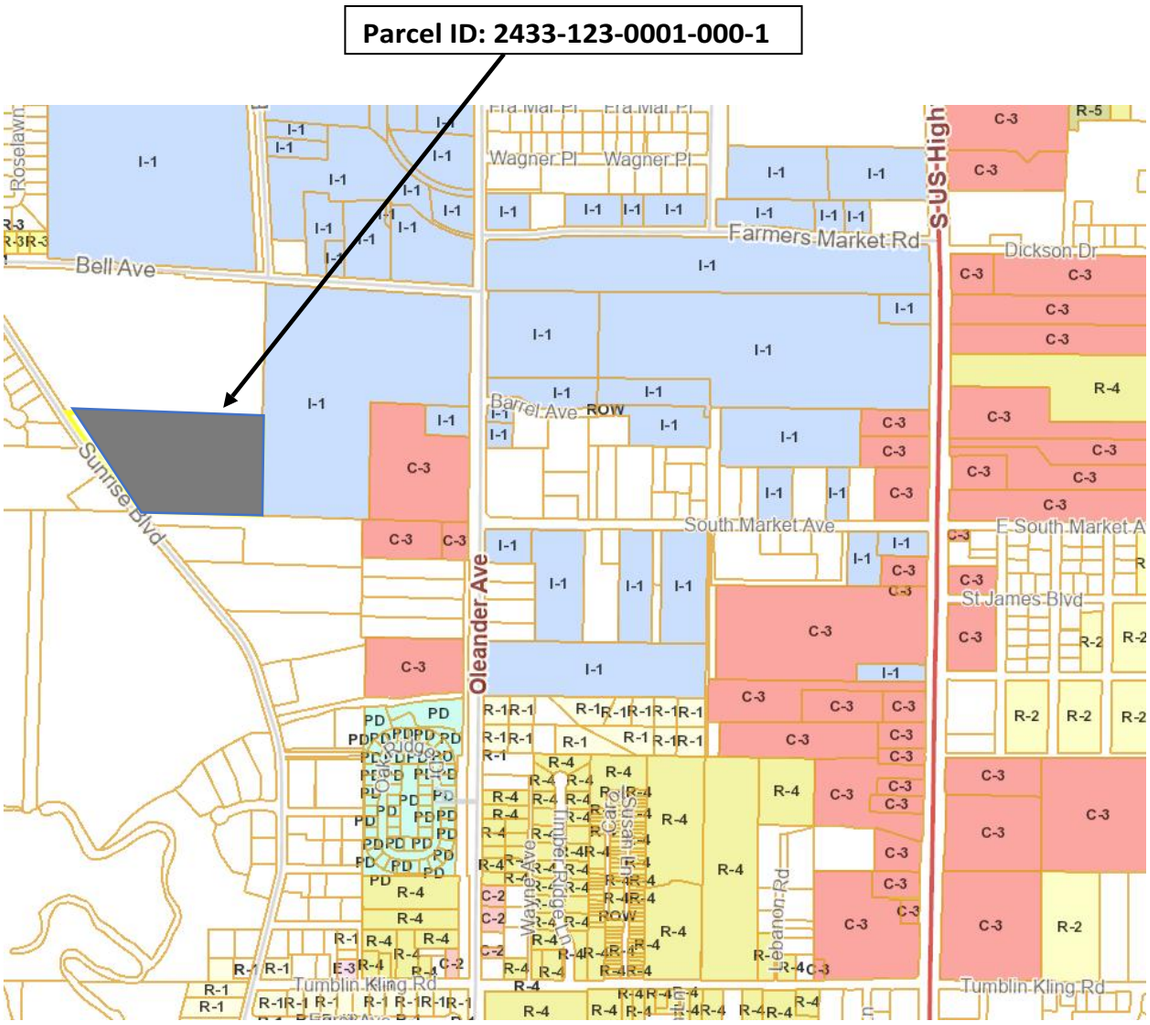
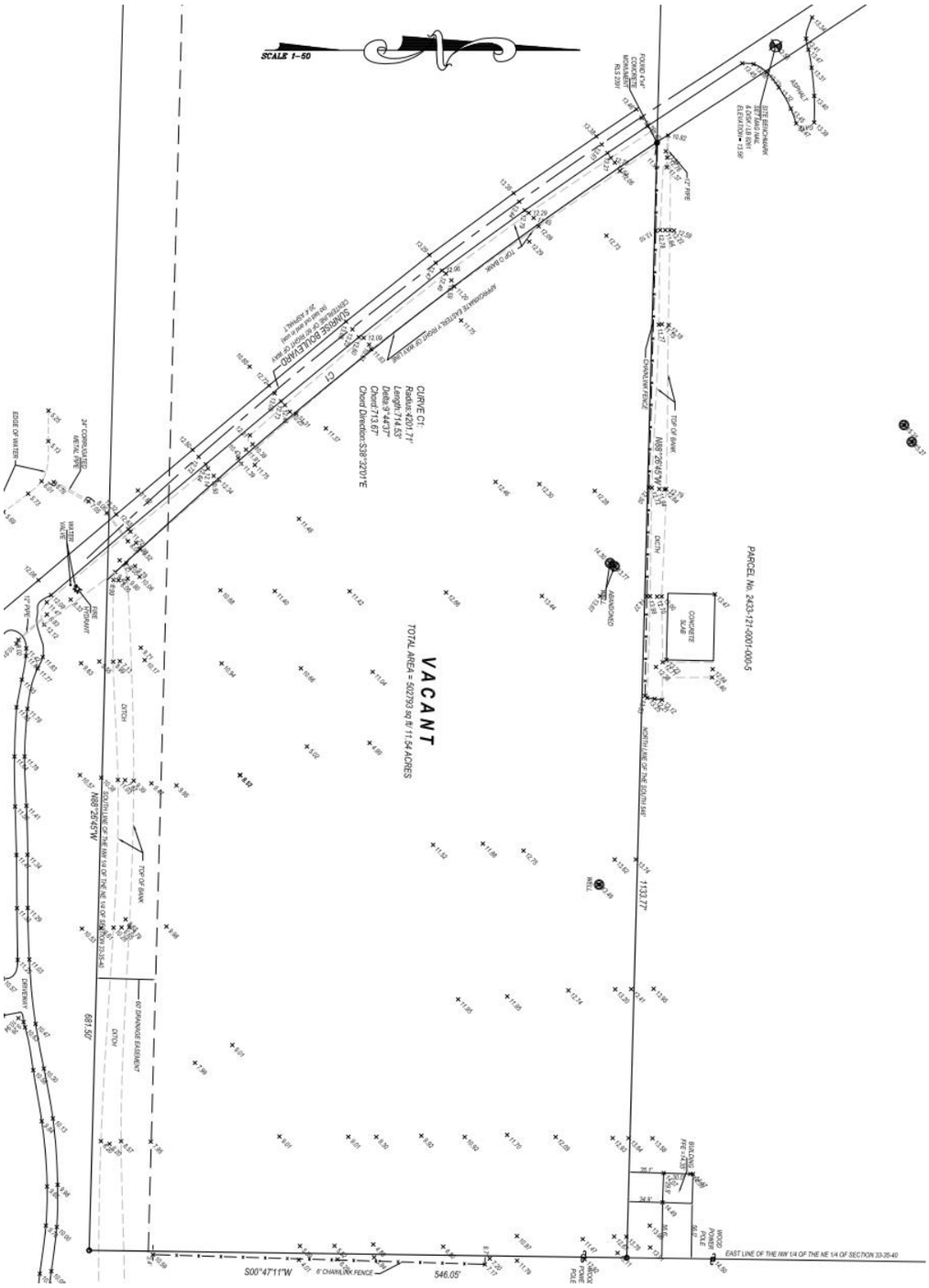


EXHIBIT B

Sketch & Legal Description



33 35 40 S 546 FT OF NW 1/4 OF NE 1/4 LYG E OF SUNRISE BV (11.34 AC)

EXHIBIT C

Final PD Site Plan

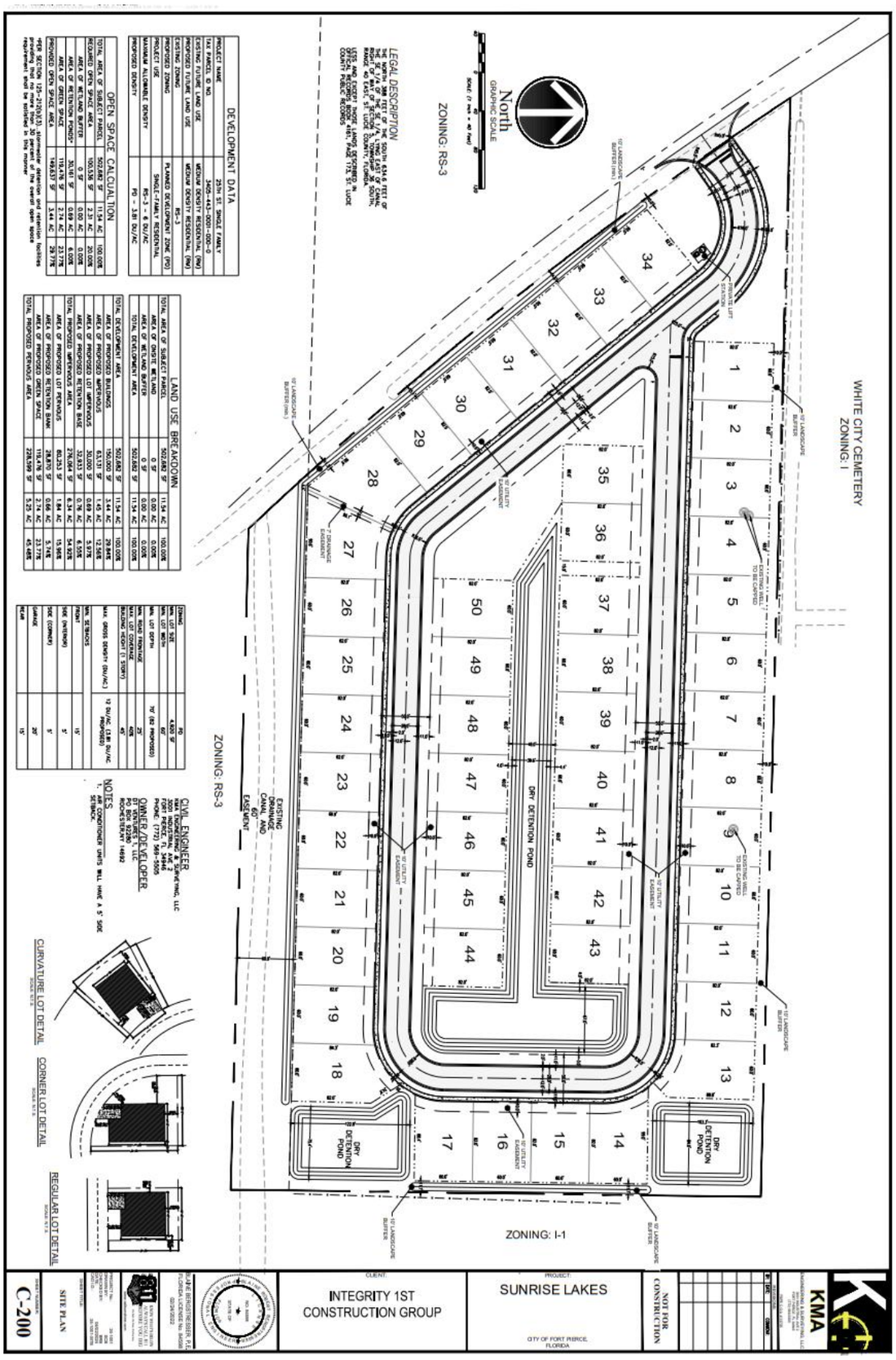


EXHIBIT D

Conditions of Development (PD Zoning)

1. All infrastructure, including the private lift station, school district bus stop, and stormwater system, shall be completed prior to the issuance of first certificate of occupancy for a residential building.

2. A plat of the property shall be required prior to application for a building permit for a residential building.

3. The minimum Open Space shall be 23% of the Final PD site area.

4. The development shall comply with the permitted density, intensity and residential lot and building heights as outlined within the approved Sunrise Lakes Development Agreement and Final PD site plan.

5. The Final PD Plan shall be governed by 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 shall include the binding of successors in title to any commitments concerning completion of the project and its maintenance and operation.

6. A detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.

7. A tree mitigation calculation shall be submitted and approved prior to issuance of a site clearing or vegetation removal permit.

8. A landscape maintenance agreement shall be required prior to final certificate of occupation.

9. A revised final site plan, architectural elevations and landscaping plan shall be submitted for the proposed amenity center.

10. All applicable state or federal permits shall be obtained before commencement of the development.

NOTE:
Issuance of a development permit or development order by a municipality 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.

EXHIBIT E

PD Development Agreement

TO BE INSERTED

Record and Return To:
This Instrument Prepared By:

Logan F. Wellmeier, Esq.
Dean, Mead, Minton & Moore
1903 S 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

[blank space above line reserved for recording data]

PLANNED DEVELOPMENT (PD) ZONING DEVELOPMENT AGREEMENT

THIS PLANNED DEVELOPMENT (PD) ZONING DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into this ___day of _____, 2025, (the "**Effective Date**") by and between DT VENTURES 1 LLC, a Florida limited liability company (the "**Owner**"), and the CITY OF FORT PIERCE, a political subdivision of the State of Florida (the "**City**").

WITNESSETH:

WHEREAS, Owner is the owner and developer of certain real property in the city limits of Fort Pierce, Florida, more particularly described in the legal description attached hereto and incorporated herein as **Exhibit "1"** (the "**Subject Property"**); and

WHEREAS, Owner intends to develop a Planned Development ("**PD**") to be known as "Sunrise Lakes" consisting of 11.54 acres with 50 single family dwelling units ("**DU**s") (the "**Development**"); and

WHEREAS, pursuant to City Code Section 125-212, a PD is permitted in the City subject to a PD Zoning Development Agreement negotiated between Owner and City in order to introduce flexibility into the development regulations in a manner that is mutually beneficial to the City and for the Development, and to encourage enlightened and imaginative approaches to community planning; and

WHEREAS, the Development proposed is consistent with the City's comprehensive plan and land development regulations; and

WHEREAS, the City Commission of the City of Fort Pierce ("Commission") adopted Ordinance No 25-_____ ("PD Ordinance") which approved the amended PD zoning for the Subject Property in which the provisions and obligations in this Agreement are made conditions of development as provided for in the PD Ordinance.

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

A. LEGAL DESCRIPTION. This Agreement shall apply to the Subject Property, as described in **Exhibit 1**.

B. UNIFIED CONTROL. Owner hereby warrants that it has, as a result of fee simple ownership, unified ownership of all the Subject Property as described in **Exhibit 1**.

C. TERM. The Term of this Agreement shall be six (6) years, during which all improvements contemplated herein must be completed. Unless otherwise agreed upon by the parties in writing, this Agreement shall not be renewed automatically for successive terms.

D. DEVELOPMENT TIMELINE. All Development shall be consistent with the timeline below:

1. Infrastructure construction shall begin no later than August 2027.
2. All infrastructure improvements shall be completed no later than August 2028.
3. Construction of the DUs shall begin no later than August 2029.
4. All Development and Improvements shall be completed no later than August 2031.

E. DEVELOPMENT APPROVALS. The Owner agrees that this PD will be undertaken and carried out in accordance with the following:

1. The Final Site Plan approved by the City, a copy of which is attached hereto as **Exhibit 2** and by reference made a part hereof (the "Final PD Plan").

2. The Owner must adhere to and abide by the conditions and requirements agreed to by the City and Owner as set forth in the Special Conditions of Development, which is attached hereto as **Exhibit 3**, and fully incorporated by reference.
3. Permits and authorizations granted in accordance with such laws, ordinances, and regulations as may be in effect at the time of such approval.

F. PHASING AND PHASING REQUIREMENTS. The Development shall be constructed in one Phase.

G. PERMITTED USES; DENSITIES; INTENSITIES; HEIGHT.

1. Owner shall be permitted to build 50 single family DUs on the Subject Property.
2. Development of the Subject Project shall conform to the following Residential Lot and Building Dimensions:
    i. Minimum Lot Size shall be 4,920 square feet.
    ii. Minimum Lot Width shall be 60 feet.
    iii. Minimum Lot Depth shall be 70 feet.
    iv. Minimum Front Yard Depth shall be 15 feet for the main structure and 20 feet for the garage.
    v. Minimum Side Yard Depth shall be 5 feet.
    vi. Minimum Rear Yard Depth shall be 15 feet.
    vii. Maximum Lot Coverage shall be 40%.
    viii. Minimum right-of-way width for the interior roadway shall be 50 feet.
3. The Maximum Building Height shall be 45 feet.
4. The Maximum Density shall be 4.33 units per acre.

H. PUBLIC HEALTH, SAFETY, AND WELFARE CONDITIONS.

1. Roadway Access. Owner shall construct the Subject Property with:
    i. One (1) ungated entrance in the northwest corner of the site providing ingress

from and egress to Sunrise Boulevard.

ii. One (1) looped road with an interior sidewalk connecting all DUs on the Subject Property.

2. Drainage. Stormwater drainage shall be conveyed through interconnected inlets and pipes to three (3) separate dry ponds. The dry ponds shall be planted with a variety of wax myrtles and sand cordgrass instead of typical Bahia sod, to add to the aesthetics of the Project as well as provide for nutrient removal from the stormwater.

3. Landscaping**.** Owner shall provide a 10-foot landscape buffer along the perimeter of the site, with a 10-foot landscape buffer along the southern property line along a 60-foot drainage easement.

4. Utilities**.** The Improvements to the Development shall contain a looped water main and a private lift station to serve the Development's wastewater needs. Dry utility lines and infrastructure shall be provided in the 10-foot utility easement shown on the front of each lot.

5. Public Transit**.** A bus stop shall be provided onsite, and a Potential Routed Bus Plan has been included in the civil drawings.

6. Open Space. An open space area between lot 35 and lot 50 shall be utilized for an amenity center. Future plans will be reviewed and approved by a revised final site plan and an amendment to this Agreement.

7. Traffic Contribution. If all Development is not completed within three (3) years of the Effective Date of this Agreement, no additional building permits will be issued for any residential units until an updated traffic impact analysis is submitted to and approved by the City showing that the non-permitted approved residential development will not cause a net-negative impact to the impacted roadway network. The City reserves the right to require additional transportation improvements or mitigation based upon this updated traffic impact analysis. An amendment to

this Agreement shall be required if any traffic improvements or mitigation are required based on the updated traffic impact analysis.

I. **PUBLIC FACILITIES.** Owner shall construct the following:

1. Connections to the Fort Pierce Water and Sewer Authority (FPUA) to provide water and sewer.
2. St. Lucie County Road Infrastructure- Any required improvements to Sunrise Boulevard (not anticipated at time of review).
3. The North St. Lucie River Water Control District (NSLRWCD) shall serve as the outfall infrastructure to the existing canal on south end of property.
4. Owner shall construct a covered school bus stop/shelter to be utilized by White City Elementary School, Forest Grove Middle School, and Fort Pierce Central High School.

J. PUBLIC PURPOSE RESERVATIONS OR DEDICATIONS. The south property line contains a 60-foot drainage easement, which shall continue to serve its public drainage related function through construction and after the development of the Subject Property.

K. DEVELOPMENT PERMITS

1. All required development permits and approvals shall be obtained before commencing construction, which shall include, but are not limited to:
    i. City of Fort Pierce Development Permit Compliance Review Permit
    ii. South Florida Water Management District Environmental Resources Permit
    iii. North St. Lucie Water Control District Drainage Permit
    iv. St. Lucie County Right-of-Way Permit
    v. St. Lucie County Utility Connection Permit
    vi. Florida Department of Environmental Water Main Extension Permit
    vii. Florida Department of Environmental Wastewater Collection Permit

2. The failure of including a development permit or approval above does not alleviate Owner from obtaining any and all required development permits or approvals.

L. COMPREHENSIVE PLAN. The Development, as proposed, is consistent with the City's comprehensive plan and land development regulations.

M. FAILURE TO ADDRESS REQUIREMENTS. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with any law, ordinance, rule, regulation, or legal requirement governing said permitting requirements, conditions, term, or restriction.

N. COMPLIANCE/VESTED RIGHTS.

1. Owner shall be required to construct all proposed Improvements in accordance with applicable laws, ordinances, and regulations, the provisions and requirements of this Agreement, the PD Zoning Ordinance, approved final site plan(s), construction plans, landscape plans, preserve area management plans, and subdivision plats, hereinafter sometimes collectively referred to as development orders ("Development Orders.")
2. Owner, its grantees, successors, or assigns shall have no vested rights in any expired Development Orders for this Development.

O. DESTRUCTION. In the event that all or a portion of the proposed Improvements should be destroyed by a storm, fire, or other common disaster, Owner, its grantees, successors, or assigns shall have the right to rebuild and/or repair so long as there is strict compliance with the approved, final site plan(s), subdivision plat(s), and Development Orders.

P. CHANGES OR AMENDMENTS.

1. There shall at all times be strict adherence to the provisions of this Agreement and the approved Development Orders. Any change or amendment to this Agreement and/or approved

Development Orders shall only be made in accordance with the City's Code of Ordinances and pursuant to any public hearing process included therein, when applicable, and only in writing.

2. Notwithstanding Paragraph 1 above, Owner, its successors in interest, and the City may amend or terminate this Agreement without securing the consent of other property owners whose property is subject to this Agreement, unless such amendment or termination directly and materially modifies the allowable uses or entitlements of such owners' property.

Q. COMPLIANCE /REMEDIES.

1. Development of Sunrise Lakes and the proposed Improvements shall at all times be in compliance with this Agreement and any approved Development Orders. In the event that the Owner fails to comply with any provision or condition of this Agreement or a Development Order, the City shall have the right to cease the processing of any applications or permits for development, including the issuance of building permits or certificates of occupancy for the Subject Property. In the event the Owner fails to construct the Improvements consistent with this Agreement, the City can terminate this Agreement in its sole discretion. If the Agreement is terminated or expires, no building permits shall be issued for the PD consistent with the site plan approvals or this Agreement until such time as a new agreement or an amendment to this Agreement is executed by the Parties.
2. In the event that any person files a complaint with the City Manager alleging that a Development Order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application has occurred, the City Manager will review and respond to such complaint and take appropriate action as provided for in the City Code, this Agreement, and other applicable law.

3. The above provisions shall not be interpreted to provide an exclusive remedy, and the City may pursue any appropriate remedy at law or equity in the event Owner or their successors in interest fail to abide by the provisions of this Agreement.

R. BREACH OF AGREEMENT.

1. Construction of the Development and any proposed improvements shall at all times be in compliance with this Agreement and any Development Orders. In the event that the Owner fails to comply with any provision or condition of this Agreement or an approved Development Order, the City shall have the right to cease the processing of any applications or permits for development, including the issuance of building permits or certificates of occupancy for the Subject Property, including any associated phases. In the event that the Owner fails to construct the improvements consistent with this Agreement, the City may, in its sole discretion, take any appropriate action it deems necessary and appropriate as provided for in the City Code, this Agreement, and other applicable law.
2. In the event that any person files a complaint with the City Manager alleging that this Agreement, an approved development permit, or a Development Order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application has occurred, the City Manager will review and respond to such complaint and take appropriate action as provided for in the City Code, this Agreement, and other applicable law.
3. The above provisions shall not be interpreted to provide an exclusive remedy, and the City may pursue any appropriate remedy at law or equity in the event Owner or his successors in interest fail to abide by the provisions of this Agreement.

S. JURISDICTION. This Agreement shall be governed by the laws of the State of Florida, and any and all legal actions instituted because of this Agreement shall be instituted in the City of Fort Pierce, County of St. Lucie, Florida.

T. WAIVER OF JURY TRIAL. **THE PARTIES HERETO AGREE WITHOUT RESERVATION OF ANY RIGHTS UNDER FEDERAL OR STATE LAW, THAT IN ANY LITIGATION ARISING UNDER THIS AGREEMENT. THE PARTIES HERETO WAIVE THE RIGHT TO TRIAL BEFORE A JURY AND ALL SUCH LITIGATION SHALL BE LITIGATED ONLY IN A NON-JURY HEARING IN THE STATE COURTS OF FLORIDA, ST. LUCIE COUNTY.**

U. HOLD HARMLESS. The City shall be held harmless by Owner from any and all liability stemming from any disputes between Owner, its grantees, successors, assigns, predecessors in title or other property owners regarding any Development undertaken by Owner, its grantees, successors, or assigns as provided for in this Agreement.

V. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their grantees, successors in interest, heirs, assigns, and personal representatives. This Agreement may only be assigned by Owner after notice to the City. The obligations of this Agreement are a covenant running with the land and run with the Subject Property.

W. NOTICE. Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice, the addressees are as follows:

OWNER: DT VENTURES 1 LLC

CITY: City Manager City of Ft. Pierce 100 N US Hwy 1
Fort Pierce, FL 34950

With required copy to:
City Attorney City of Ft. Pierce 100 N US Hwy 1
Fort Pierce, FL 34950

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the date upon which the return receipt is signed, or delivery is refused. Either party may change its address for the purpose of this Section by written notice to the other party given in accordance with the provisions of this Section.

X. ENTIRE AGREEMENT. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

Y. RECORDING. The City shall record this Agreement in the public records with the clerk of court in St. Lucie County within 14 days of the effective date of this Agreement. Failure of the City to record this Agreement shall not void this Agreement or be deemed a default.

Z. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision 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.

AA. 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 to be a waiver, release, or modification of the same. Failure to include any specific Development Permit, Development Order, or other legal requirement for the construction of the Development shall not be deemed any kind of variance, waiver, or other relief from the requirements in the City Code of Ordinances.

BB. RIGHTS OF ASSIGNMENT. All rights of the Owner hereunder may be collaterally assigned to any lender for the Owner as security for any loan or construction loan, and in the event of a foreclosure or deed-in-lieu of foreclosure, the lender and/or grantee of any deed-in-lieu of foreclosure, and their respective successors and assigns, shall be bound by this Agreement and entitled to enforce the rights of the Owner hereunder.

CC. 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 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.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and entered into the day and year first written. The date of this Agreement shall be the date on which this Agreement was approved by the City Commission of Fort Pierce.

WITNESSES:

OWNER:
DT VENTURES 1 LLC, a Florida limited liability company

_____
Print Name: _____
Address: _____
_____

By:_____

Name:_____

Its:_____

_____
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 _____ of DT Ventures, 1 LLC, on behalf of said company. Said person is (check one) □ 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:_____.

_____
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

CITY OF FORT PIERCE:

ATTEST:

_____

Linda Hudson, Mayor

_____

Linda Cox, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara Hedges, City Attorney

EXHIBIT 1
LEGAL DESCRIPTION OF THE PROPERTY

The South 546 feet of the Northwest 1/4 of the Northeast 1/4, lying East of the White City Road (Sunrise Boulevard), in Section 33, Township 35 South, Range 40 East, said land lying and being in Saint Lucie County, Florida.

a/k/a 3804 Sunrise Boulevard, Fort Pierce, FL 34982 *(for informational purposes only)*

EXHIBIT 2
FINAL PD SITE PLAN

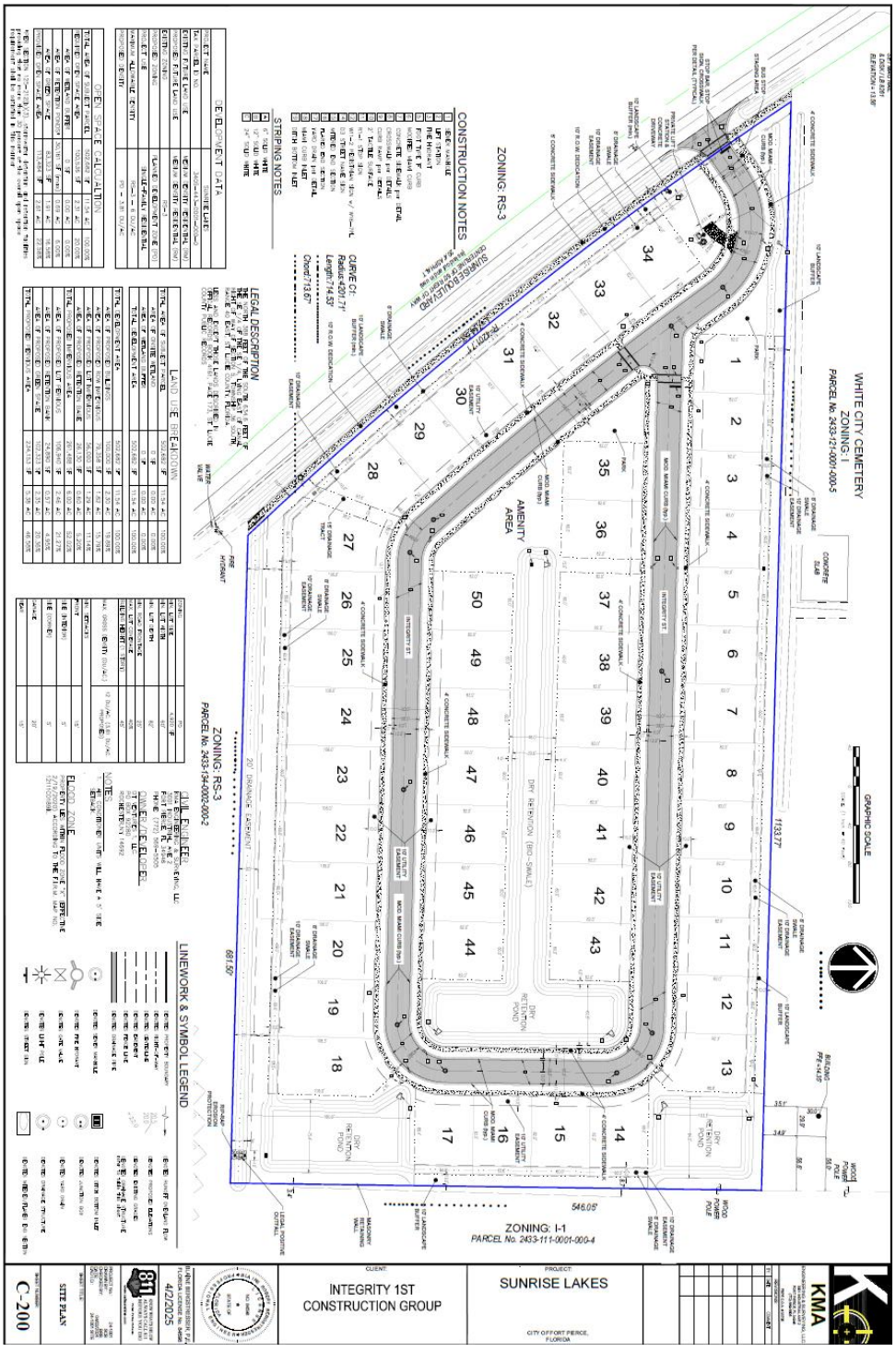


EXHIBIT 3
SPECIAL CONDITIONS OF DEVELOPMENT

1. All infrastructure, including the private lift station, school district bus stop, and stormwater system, shall be completed prior to the issuance of first certificate of occupancy for a residential building.

2. A plat of the property shall be required prior to application for a building permit for a residential building.

3. The minimum Open Space shall be maintained at a minimum of 23% of the Final PD site area.

4. The development shall comply with the permitted density, intensity and residential lot and building heights as outlined within the approved Sunrise Lakes Development Agreement and Final PD site plan.

5. A detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.

6. The Final PD Plan shall be governed by 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 shall include the binding of successors in title to any commitments concerning completion of the project and its maintenance and operation.

7. A tree mitigation calculation shall be submitted and approved prior to issuance of a site clearing or vegetation removal permit.

8. A landscape maintenance agreement shall be required prior to final certificate of occupation.

9. A revised final site plan, architectural elevations and landscaping plan shall be submitted for the proposed amenity center.

10. All applicable state or federal permits shall be obtained before commencement of the development.

NOTE:
Issuance of a development permit or development order by a municipality 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.

SET MAG NAIL
& DISK / LB 8261
ELEVATION = 13.56'

WHITE CITY CEMETERY
ZONING: I
PARCEL No. 2433-121-0001-000-5

GRAPHIC SCALE
40 0 40 80 120
SCALE: (1 Inch = 40 Feet)

North

CONCRETE SLAB

WOOD POWER POLE

BUILDING FFE =14.35'

56.0' | 30.0' | 29.9' | 56.6' | 35.1' | 34.9'

4' CONCRETE SIDEWALK
10' LANDSCAPE BUFFER
8' DRAINAGE SWALE
10' DRAINAGE EASEMENT
MOD. MIAMI CURB (typ.)
BUS STOP STAGING AREA
PARK
STOP BAR, STOP SIGN, CROSSWALK PER DETAIL (TYPICAL)
PRIVATE LIFT STATION & CONCRETE DRIVEWAY
10' LANDSCAPE BUFFER (min.)
10' R.O.W. DEDICATION
5' CONCRETE SIDEWALK
INTEGRITY ST.
10' UTILITY EASEMENT
DRY RETENTION POND
DRY RETENTION (BIO-SWALE)
AMENITY AREA
ZONING: RS-3
SUNRISE BOULEVARD
CENTERLINE OF 60' RIGHT-OF-WAY
(as built cut and in 1958)
20.4' ASPHALT
R=4201.71'
L=714.53'
S38°32'01"E
10' UTILITY EASEMENT
8' DRAINAGE SWALE
10' LANDSCAPE BUFFER (min.)
10' R.O.W. DEDICATION
10' DRAINAGE EASEMENT
15' DRAINAGE TRACT
20' DRAINAGE EASEMENT
FIRE HYDRANT
WATER VALVE
MASONRY RETAINING WALL
LEGAL POSITIVE OUTFALL
RIP-RAP EROSION PROTECTION

N88°26'45"W 1133.77'

N88°26'45"W 681.50'

S00°47'11"W 546.05'

ZONING: I-1
PARCEL No. 2433-111-0001-000-4

ZONING: RS-3
PARCEL No. 2433-134-0002-000-2

CONSTRUCTION NOTES

1	SEWER MANHOLE
2	LIFT STATION
3	FIRE HYDRANT
5	FDOT TYPE 'F' CURB
6	MODIFIED MIAMI CURB
7	CONCRETE SIDEWALK per DETAIL
8	CROSSWALK per DETAILS
9	CURB RAMP per DETAILS
10	2' TACTILE SURFACE
11	R1-1 STOP SIGN
12	W11-2 PEDISTRIAN SIGN w/ W16-7PL
14	D3 STREET NAME SIGN
15	MITERED END SECTION
16	FLARED END SECTION
17	YARD DRAIN per DETAIL
18	MIAMI CURB INLET
19	DITCH BOTTOM INLET

STRIPING NOTES

A	6" SOLID WHITE
B	12" SOLID WHITE
C	24" SOLID WHITE

CURVE C1:
Radius:4201.71'
Length:714.53'
Delta:9°44'37"
Chord:713.67'
Chord Direction:S38°32'01"E

LEGAL DESCRIPTION

THE NORTH 388 FEET OF THE SOUTH 634.6 FEET OF THE SE 1/4 OF THE SE 1/4, LYING EAST OF CANAL RIGHT OF WAY OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT THOSE LANDS DESCRIBED IN OFFICAL RECORDS BOOK 4161, PAGE 173, ST. LUCIE COUNTY PUBLIC RECORDS

DEVELOPMENT DATA	
PROJECT NAME	SUNRISE LAKES
TAX PARCEL ID NO.	3405-443-0001-000-0
EXISTING FUTURE LAND USE	MEDIUM DENSITY RESIDENTIAL (RM)
PROPOSED FUTURE LAND USE	MEDIUM DENSITY RESIDENTIAL (RM)
EXISTING ZONING	RS-3
PROPOSED ZONING	PLANNED DEVELOPMENT ZONE (PD)
PROJECT USE	SINGLE-FAMILY RESIDENTIAL
MAXIMUM ALLOWABLE DENSITY	RS-3 - 6 DU/AC
PROPOSED DENSITY	PD - 3.81 DU/AC

OPEN SPACE CALCUALTION			
TOTAL AREA OF SUBJECT PARCEL	502,682 SF	11.54 AC	100.00%
REQUIRED OPEN SPACE AREA	100,536 SF	2.31 AC	20.00%
AREA OF WETLAND BUFFER	0 SF	0.00 AC	0.00%
AREA OF RETENTION PONDS*	30,161 SF (max)	0.69 AC	6.00%
AREA OF GREEN SPACE	83,323 SF	1.91 AC	16.58%
PROVIDED OPEN SPACE AREA	113,484 SF	2.61 AC	22.58%

*PER SECTION 125-212(b)(3)...stormwater detention and retention facilities providing that no more than 30 percent of the overall open space requirement shall be satisfied in this manner

LAND USE BREAKDOWN			
TOTAL AREA OF SUBJECT PARCEL	502,682 SF	11.54 AC	100.00%
AREA OF ONSITE WETLAND	0 SF	0.00 AC	0.00%
AREA OF WETLAND BUFFER	0 SF	0.00 AC	0.00%
TOTAL DEVELOPMENT AREA	502,682 SF	11.54 AC	100.00%
TOTAL DEVELOPMENT AREA	502,682 SF	11.54 AC	100.00%
AREA OF PROPOSED BUILDINGS	100,000 SF	2.30 AC	19.89%
AREA OF PROPOSED ROW IMPERVIOUS	79,358 SF	1.82 AC	15.79%
AREA OF PROPOSED LOT IMPERVIOUS	56,000 SF	1.29 AC	11.14%
AREA OF PROPOSED RETENTION BASE	26,130 SF	0.60 AC	5.20%
TOTAL PROPOSED IMPERVIOUS AREA	261,488 SF	6.00 AC	52.02%
AREA OF PROPOSED LOT PERVIOUS	106,940 SF	2.46 AC	21.27%
AREA OF PROPOSED RETENTION BANK	24,890 SF	0.57 AC	4.95%
AREA OF PROPOSED GREEN SPACE	102,323 SF	2.35 AC	20.36%
TOTAL PROPOSED PERVIOUS AREA	234,153 SF	5.38 AC	46.58%

ZONING	PD
MIN. LOT SIZE	4,920 SF
MIN. LOT WIDTH	60'
MIN. LOT DEPTH	82'
MIN. ROAD FRONTAGE	25'
MAX. LOT COVERAGE	40%
BUILDING HEIGHT (1 STORY)	45'
MAX. GROSS DENSITY (DU/AC.)	12 DU/AC. (3.81 DU/AC. PROPOSED)
MIN. SETBACKS	
FRONT	15'
SIDE (INTERIOR)	5'
SIDE (CORNER)	5'
GARAGE	20'
REAR	15'

CIVIL ENGINEER
KMA ENGINEERING & SURVEYING, LLC
3001 INDUSTRIAL AVE 2
FORT PIERCE, FL 34946
PHONE: (772) 569-5505

OWNER/DEVELOPER
DT VENTURES 1, LLC.
PO BOX 92280
ROCHESTER,NY 14692

NOTES
1. AIR CONDITIONER UNITS WILL HAVE A 5' SIDE SETBACK.

FLOOD ZONE
PROPERTY LIES WITHIN FLOOD ZONE "X" (EFFECTIVE 2/19/2020) ACCORDING TO THE F.I.R.M. MAP NO. 12111C0189K.

LINEWORK & SYMBOL LEGEND

- DENOTES PROPERTY BOUNDARY
- DENOTES RIGHT-OF-WAY
- DENOTES CENTERLINE
- DENOTES EASEMENT
- DENOTES FENCE LINE
- DENOTES DRAINAGE PIPE
- DENOTES SEWER MANHOLE
- DENOTES FIRE HYDRANT
- DENOTES GATE VALVE
- DENOTES LIGHT POLE
- DENOTES STREET SIGN
- DENOTES RUNOFF OVERLAND FLOW
- 20.5 / 20.0 DENOTES PROPOSED ELEVATIONS
- +22.0 DENOTES EXISTING GRADES
- DENOTES DRAINAGE STRUCTURE refer to table this sheet
- DENOTES DITCH BOTTOM INLET
- DENOTES JUNCTION BOX
- DENOTES YARD DRAIN
- DENOTES DRAINAGE STRUCTURE
- DENOTES MITERED/FLARED END SECTION

KMA
ENGINEERING & SURVEYING, LLC.
3001 INDUSTRIAL AVE 2
FORT PIERCE, FL 34946
(772) 569-5505
FBPE C.O.A. # 33705

REVISIONS:

BY:	DATE:	COMMENT:

PROJECT:
SUNRISE LAKES
CITY OF FORT PIERCE, FLORIDA

CLIENT:
INTEGRITY 1ST CONSTRUCTION GROUP

LICENSE
NO. 84598
STATE OF FLORIDA
BLAINE ROBERT BERGSTRESSER
PROFESSIONAL ENGINEER

BLAINE BERGSTRESSER, P.E.
FLORIDA LICENSE No. 84598
4/2/2025

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PROJECT No.:	24-1001
DRAWN BY:	SCB
CHECKED BY:	BRB
DATE:	04/02/2024
CAD I.D.:	24-1001 SITE

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
C-200

Printed on Wednesday, April 02, 2025, 2:52 PM by Blaine Bergstresser
J:\24-1001 INTEGRITY RESIDENTIAL\ENGINEERING\DRAWINGS\CIVIL\CURRENT\24-1001 SITE - - - -LAYOUT SITE-01

TREE REQUIREMENTS

NORTH PERIMETER LANDSCAPE STRIP ABUTTING OTHER PROPERTIES= 1,134 LF x 10' WIDE
11,340 SF / 6,000 SF = 1.89 TREES

SOUTH PERIMETER LANDSCAPE STRIP ABUTTING OTHER PROPERTIES= 882 LF x 10' WIDE
8,820 SF / 6,000 SF = 1.47 TREES

EAST PERIMETER LANDSCAPE STRIP ABUTTING OTHER PROPERTIES= 542 LF x 10' WIDE
5,420 SF / 6,000 SF = 0.90 TREES

WEST PERIMETER LANDSCAPE STRIP ABUTTING ROW = 715 LF x 10' WIDE
7,150 SQ. FT. / 6,000 SF = 1.19 TREES

INTERIOR VEHICULAR USE AREAS = 53,845 SQ.
53,845 SF = 1,076 SQ. FEET OF PLANTING AREA / 100 = 36
36 INTERIOR VUA TREES

TOTAL TREES REQUIRED: 180 TREES**

SEE SHEET LA-4 FOR LOT TREE REQUIREMENTS

SHRUB REQUIREMENTS

NORTH PERIMETER LANDSCAPE STRIP ABUTTING OTHER PROPERTIES= 1,134 LF
CONTINUOUS HEDGE @ 36" OC = 378 SHRUBS

SOUTH PERIMETER LANDSCAPE STRIP ABUTTING OTHER PROPERTIES= 882 LF
CONTINUOUS HEDGE @ 36" OC = 228 SHRUBS

EAST PERIMETER LANDSCAPE STRIP ABUTTING OTHER PROPERTIES= 542 LF
CONTINUOUS HEDGE @ 36" OC = 180 SHRUBS

WEST PERIMETER LANDSCAPE STRIP ABUTTING ROW = 715 LF
CONTINUOUS HEDGE @ 36" OC = 238 SHRUBS

TOTAL SHRUBS REQUIRED: 1,028 SHRUBS

PROVIDED TREES

NORTH PERIMETER LANDSCAPE STRIP
56 TREES

SOUTH PERIMETER LANDSCAPE STRIP
38 TREES

EAST PERIMETER LANDSCAPE STRIP
28 TREES

WEST PERIMETER LANDSCAPE STRIP
24 TREES

INTERIOR VEHICULAR USE AREAS = 53,845 SQ.
36 TREES

TOTAL TREES PROVIDED: 180 TREES

PROVIDED SHRUBS

NORTH PERIMETER LANDSCAPE STRIP
421 SHRUBS

SOUTH PERIMETER LANDSCAPE STRIP
339 SHRUBS

EAST PERIMETER LANDSCAPE STRIP
180 SHRUBS

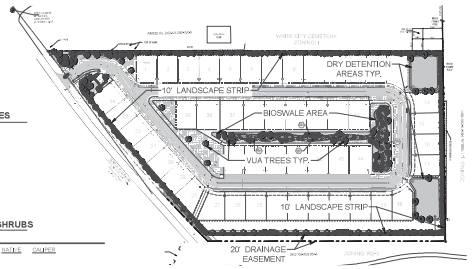
WEST PERIMETER LANDSCAPE STRIP
281 SHRUBS

TOTAL SHRUBS PROVIDED: 1,121 SHRUBS

PLANT SCHEDULE:

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
TREES										
	BTH	42	Ilex vomitoria	Dahoon Holly	45G	12' HT	4' MI	STD. 4 CT, SP	Native	3.5" DBH
	MAG	13	Magnolia grandiflora 'D.A. Hyde Hicks' TM	Hasbeen Magnolia	65G	12' HT	5'W	FTB, SP	Native	3.5" DBH
	QV	95	Quercus virginiana	Southern Live Oak	45G	12' HT	5'W	4 CT, SP	Native	3.5" DBH
	TAD	20	Taxodium distichum	Bald Cypress	45G	12' HT	5'W	4 CT, SP	Native	3.5" DBH
PALM TREES	*(40 TOTAL TREE CREDITS)									
	SI	6	Sabal mexicana mexicana 'Silver'	Silver Mexicana Palm	FG	9' GW, 12' CT		SP	Non-native	
	SP	89	Sabal palmetto	Sabal Palm	FG	12'-18' CT		SLH, HC, SP	Native	
	SPC	49	Sabal palmetto	Sabal Palm	FG	12'-18' CT		SLH, CU, SP	Native	
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
SHRUBS										
	ALL	** 20	Alcalypha wilkesiana 'Lousiana Red'	Lousiana Red Willow Copperleaf	7G	36" HT	24"	FULL	Non-native	
	AD	** 76	Arrocitchium darlingtonii	Giant Leather Fern	7G	3' HT	3'W	F	Native	
	AS	** 18	Alpinia zerumbet	Variegated Ginger	7G	2' HT	2' W	F	Non-native	
	CSN	** 96	Cortaderia macroscepa 'Emerald Fountain'	Emerald Feather Grass	3G	18" HT	18"W	F	Non-native	
	CHR	170	Chrysobalanus icaco 'Red tip'	Red Tip Cocoplum	7G	36" HT	36"W	F	Yes	
	CLU	883	Clusia guttifera	Small Leaf Clusia	3G	24" HT	24"W	F	Non-native	
	CLA	121	Clusia guttifera	Male Leaf Clusia	7G	48" HT	36" W	F	Non-native	
	HP	152	Hamelia patens 'Compacta'	Dwarf Firebush	7G	36" HT	36" W	F	Yes	
	PEA	48	** Pennisetum setaceum	White Fountain Grass	3G	24" HT	18"W	F	Non-native	
	TRD	198	** Tripsacum dactyloides	Fakahatchee Grass	3G	36" HT	24"W	F	Native	
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
*** SWALES AREAS										
	MMV	80	Hamelia patens 'Citrina'	Native Citrus Firebush	3G	24"HT	18"W	F	Native	48" O.C.
*** DRAINAGE										
	SPS	823	Spartina alterni	Sand Cordgrass	1G	24"HT	12" W	F	Native	30" O.C.
*** CONFIDENCE										
	BAD	TBD	Paspalum notatum	Bahia Grass	SOD					

*PALMS MAKE UP 25% OF TOTAL TREE CREDITS
**NOT INCLUDED IN PROVIDED SHRUB CREDITS AND MAY BE INSTALLED AT OWNERS DISCRETION
***MAY BE USED IN CONJUNCTION WITH SOD



*SEE SHEET LA-2 FOR DETAIL LANDSCAPE PLAN
**SEE SHEET LA-3 FOR TYPICAL INDIVIDUAL LOT LANDSCAPE PLAN

General Landscape Notes:

1. All plants shall conform to established nursery grades and standards, to be Florida No. 1 or better, and shall be free of disease and insects at the time of installation.
2. Trees shall be a minimum of twelve (12) feet in height and have a caliper of two and one-half (2 1/2) inches at four and one-half (4 1/2) feet above the ground unless noted otherwise.
3. All required trees, except palms, shall have a minimum of five (5) feet of clear trunk and a minimum five (5) foot canopy spread at the time of planting.
4. All palm trees shall have a minimum clear trunk of ten (10) feet when installed. Three palm trees are equal to one shade tree having a mature canopy spread of fifteen (15) feet.
5. Shrubs shall be a minimum of twenty-four (24) inches in height above grade immediately after planting.
6. Groundcovers, other than grass, shall be planted in a manner as to present a finished appearance and reasonably complete coverage within four (4) months after planting.
7. Turf grass shall be installed using solid sod and shall be either Bahia or St. Augustine sod.
8. All landscape areas other than sod will be provided a mulch cover of at least three (3) inches. Cypress mulch shall not be used.
9. All existing native vegetation found on the site and is not in direct conflict with the proposed buildings or parking areas shall be left undisturbed if feasible. A suitable protective barrier, constructed of metal, wood, safety fencing, or other durable material, will be placed around the staked out locations of existing native vegetation. Tree Disposition & Mitigation Plan to be provided by others.
10. No fill materials, construction materials, concrete, paint, chemicals, or other foreign materials shall be stored, deposited, or disposed of within any areas that have been staked or fenced off as being undisturbed native vegetation areas.
11. Existing understory shall be maintained in areas of undisturbed native vegetation.
12. All Category I exotic plant species will be eradicated from the site.
13. Construction, durable barricades will be erected around each individual tree or areas of vegetation that are to be preserved. In the event that any protective barricades are removed or altered and land clearing or construction work is being conducted on the site, all work at the site will be stopped until the barriers are restored and any necessary corrective actions taken to repair or replant any vegetation removed or damaged as a result of these encroachments.
14. Irrigation to conform to all local and State regulations with regard to water conservation.
15. All new landscaping shall be provided with 100% irrigation coverage through the establishment period, not less than 1-year.

Digitally signed by Paul A. Goulas
Date: 2025.05.08 10:48:04-04'00'

DRAWING INDEX:

LA-1 OVERALL PLAN, LANDSCAPE DATA, & PLANT SCHEDULE
LA-2 DETAIL LANDSCAPE PLAN
LA-3 TYPICAL LOT LANDSCAPE PLAN
LA-4 LANDSCAPE DETAILS & SPECIFICATIONS

Know what's Below. Call before you dig.

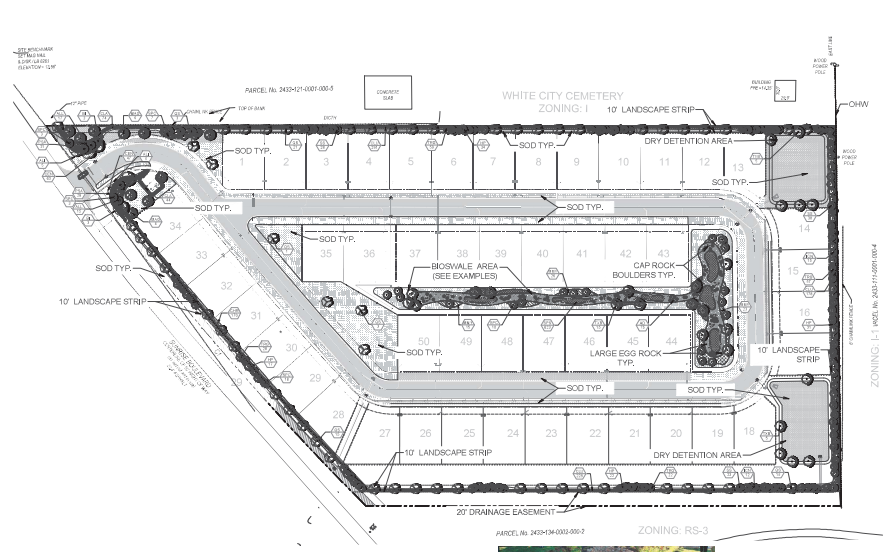
Kimley»Horn
Kimley-Horn and Associates, Inc.
1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411
Phone: 561-845-0665
Certificate of Authorization #: 696
Paul Goulas, Owner
Florida Registration #: 72000
Date of Issue: 05/08/2025

SUNRISE PROPERTY
3900 S. Dominica Blvd.
City of Fort Pierce, Florida
Landscape Plan

Date	No.	Description
5/8/25	1	Submittal
5/14/25	2	City Comments
5/30/25	3	City Comments

PAUL GOULAS, PLA
FLORIDA REG. # 6667891

Project No. 193
Drawn By: PG
Checked By: PG
Date: 05/08/2025
Scale: 1" = 30'
LA-1





SABAL PALMS
CYPRESS TREES
SPARTINA GRASSES



CAP ROCK BOULDERS
LARGE EGG ROCK

BIOSWALE EXAMPLES

Know what's Below. Call before you dig.

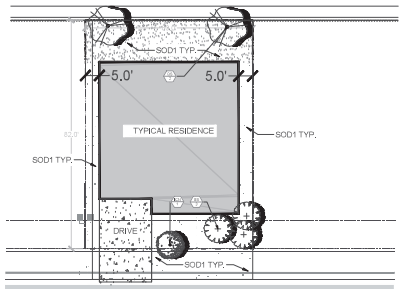
Kimley»Horn
Kimley-Horn and Associates, Inc.
1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411
Phone: 561-845-0665
Certificate of Authorization #: 696
Paul Goulas, Owner
Florida Registration #: 72000
Date of Issue: 05/08/2025

SUNRISE PROPERTY
3900 S. Dominica Blvd.
City of Fort Pierce, Florida
Detail Landscape Plan

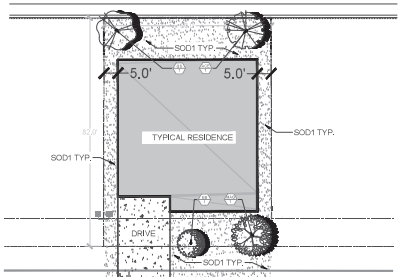
Date	No.	Description
5/8/25	1	Submittal
5/14/25	2	City Comments
5/30/25	3	City Comments

PAUL GOULAS, PLA
FLORIDA REG. # 6667891

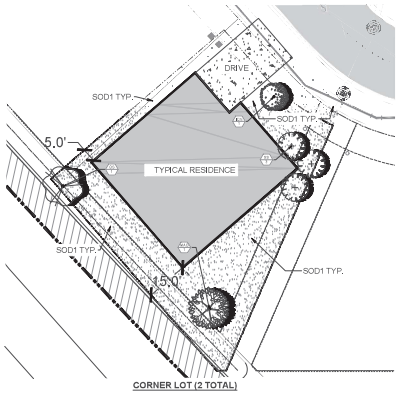
Project No. 193
Drawn By: PG
Checked By: PG
Date: 05/08/2025
Scale: 1" = 30'
LA-2



TYPICAL LOT OPTION 'A'(24 TOTAL)



TYPICAL LOT OPTION 'B' (24 TOTAL)



CORNER LOT (2 TOTAL)

TREE REQUIREMENTS

RESIDENTIAL LOTS
1 TREE PER 1,750 SQ FT OF LOT = 200 TREES

TOTAL TREES REQUIRED: 200 TREES

TREES PROVIDED

RESIDENTIAL LOTS
200 TREES

TOTAL TREES PROVIDED: 200 TREES

PLANT SCHEDULE:

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	REMARKS
TREES										
	ACE	24	Acer rubrum	Red Maple	45G	12' HT	6' W	SP	Native	3" Caliper
	ERI	24	Lifestyle®	Japanese Blueberry Tree	45G	12' HT	5' W	STD, 4 CT, SP	Non-native	3" DBH
	MGM	36	Multistem	Dahoon Holly	45G	12' HT	4' W	STD, 4 CT, SP	Native	3" DBH
	MAG	26	Magnolia grandiflora 'D.D. Blanchard' TM	Southern Magnolia	B&G	12' HT	6' W	FTB, SP	Native	3" DBH
	QVI	74	Quercus virginiana	Southern Live Oak	45G	12' HT	5' W	4 CT, SP	Native	3" DBH
PALM TREES *(25 TOTAL TREE CREDITS)*										
	SSS	76	Sabal palmetto	Sabal Palm	FG	18'-40' CT		SUI, HG, SP	Native	
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
SOD										
	SOD1	TBD	Stenotaphrum secundatum 'Palmetto'	Palmetto St. Augustine Sod	SOD			Five of Weeds and Pests		

*PALMS MAKE UP 13% OF TOTAL TREE CREDITS

Kimley»Horn
Kimley-Horn and Associates, Inc.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
(561) 845-0665
www.kimley-horn.com
CA 00000696

SUNRISE PROPERTY
3304 Sunrise Blvd.
City of Fort Pierce, Florida
Typical Lot Landscape Plan

Date	No.	Description
5/5/25	1	Comments

PAUL DOUGLAS, PLA
FLORIDA REG. # LA0001591

Project No. 193
Drawn By: AD
Checked By: PD
Date Issued: 5/5/25
Scale: 1" = 10'

LA-3

LANDSCAPE SPECIFICATIONS:

PART 1 - GENERAL CONDITIONS

1.01 SCOPE:
A. Landscape contractor shall furnish and install all plants, shrubs, trees, and ground cover as shown on the drawings and specifications, and shall be responsible for maintenance of all landscaping until acceptance by Owner.

1.02 QUALITY STANDARDS:
A. Grade and measure plant material in accordance with current standards and specifications published by American Standard for Nursery Stock, American Association of Nurserymen, Washington, D.C.

1.03 QUALITY ASSURANCE:
A. The Landscape Contractor shall have a qualified foreman who is experienced in the planting operations specified and who shall be present at all times while work is in progress. Landscape Contractor shall not employ any person unfamiliar with the requirements of this work and shall replace any person who, in the opinion of the Owner, does not perform satisfactory work.

1.04 SUBMITTALS AND SAMPLES:
A. Weight Tickets: Landscape Contractor shall submit weight tickets for all materials, including soil, sod, mulch, rock, and stone, delivered to the site for verification of quantities.
B. Soil Analysis: Landscape Contractor shall submit soil analysis for all planting areas, including recommendations for soil amendments and fertilizers.
C. Plant Material Certificates: Landscape Contractor shall submit certificates for all plant material, including sod, seed, mulch, stone, rock, and gravel, indicating that all materials comply with specified requirements.
D. Samples: Upon request, Landscape Contractor shall submit samples of all materials, including but not limited to mulch, stone, rock, and gravel, for approval by the Owner.
E. Plant Lists: Landscape Contractor shall submit complete plant lists, including botanical and common names, sizes, and quantities of all plant material.
F. Warranty: Landscape Contractor shall submit a written warranty for all plant material and workmanship as specified herein.

1.05 DELIVERY, STORAGE AND HANDLING:
A. Inspection: All plant material shall be inspected on arrival at the project site or at the growing location by the Landscape Architect or Owner's representative. Plants may be tagged for rejection at the source of growth before shipment. Rejection shall not relieve the Landscape Contractor of responsibility for furnishing acceptable plant material.
B. Protection: Protect all plant material from damage during delivery, handling, and storage. Do not drop or damage balled and burlapped plants. Do not handle plants by the trunk; lift by the root ball. Cover plants during transport to prevent wind burn and desiccation.
C. Storage: Store plant material in a shaded, protected area. Keep roots moist by covering with burlap or other approved material. Water as necessary to maintain moisture.
D. Delivery Schedule: Coordinate delivery of plant material to minimize on-site storage time. Plants shall be delivered only when the site is ready for planting. Plants that are not planted within 24 hours of delivery shall be heeled in or otherwise protected.
E. Substitutions: No substitutions of plant material shall be made without written approval from the Owner's representative. If substitutions are approved, they shall be of equal or greater value and shall be made at no additional cost to the Owner.

1.06 GUARANTEE:
A. All plant material shall be guaranteed for a period of one (1) year from the date of substantial completion. The guarantee shall include all plant material, including trees, shrubs, ground cover, and sod.
B. Replacement: Any plant material that is dead or, in the opinion of the Owner's representative, not in a healthy, vigorous condition shall be removed and replaced with new plant material of the same species and size as originally specified, at no additional cost to the Owner. Replacement shall occur within 30 days of notification, weather permitting.
C. Exclusions: The guarantee shall not cover damage or loss of plant material due to vandalism, theft, acts of God, or improper maintenance by the Owner after substantial completion.
D. Extension: The guarantee period for replacement plant material shall be extended for one (1) year from the date of replacement.

1.07 MAINTENANCE:
A. Maintenance Responsibility: The Landscape Contractor shall be responsible for the maintenance of all landscaping from the time of planting until substantial completion and acceptance by the Owner.
B. Maintenance Activities: Maintenance shall include watering, fertilizing, weeding, mowing, edging, pruning, mulching, and other necessary activities to keep the landscape in a healthy, vigorous condition.
C. Maintenance Schedule: Landscape Contractor shall submit a proposed maintenance schedule for review and approval by the Owner.
D. Duration: Maintenance shall be performed for a minimum of thirty (30) days after substantial completion.

1.08 SOIL:
A. The Landscape Contractor shall provide a soil test to determine the existing soil conditions.
B. Amendments: Amendments shall be incorporated into the planting soil as recommended by the soil test results. Amendments may include, but are not limited to, compost, peat moss, sand, or other materials to improve soil structure and drainage.
C. Topsoil: Topsoil shall be a natural, fertile, friable soil, free from subsoil, clay lumps, brush, weeds, roots, stones larger than 1 inch in diameter, and other extraneous materials harmful to plant growth. Topsoil shall be obtained from well-drained areas and shall not be taken from bogs or marshes.
D. Planting Soil: Planting soil shall be a mixture of topsoil and amendments as specified by the soil test results. The mixture shall be thoroughly blended and free of lumps, stones, and other undesirable materials.
E. Subsoil: Subsoil shall be free of stones larger than 6 inches in diameter, roots, and other undesirable materials. It shall be capable of supporting healthy plant growth.
F. Soil Preparation: Prepare planting beds by loosening the soil to a depth of at least 6 inches. Remove all weeds, grass, and other vegetation. Incorporate amendments and fertilizers as specified.
G. Grading: Finish grades shall be smooth, even, and free of depressions. Grades shall be sloped to drain away from buildings and structures.

1.09 SOD:
A. Sod shall be new crop, healthy, vigorous, and free of pests, diseases, and weeds. Sod shall be cut in strips not less than 12 inches wide and 2 inches thick.
B. Installation: Sod shall be installed within 24 hours of cutting. Lay sod with tight joints, staggering the ends of adjacent pieces. Roll or tamp sod to ensure good contact with the soil.
C. Watering: Water sod thoroughly after installation to a depth of at least 4 inches.
D. Maintenance: Maintain sod by mowing, watering, fertilizing, and controlling weeds and pests as necessary to keep it healthy and vigorous.

1.10 SEEDING:
A. Seed shall be fresh, clean, and of the species and variety specified. Seed shall be delivered in sealed containers bearing the manufacturer's guaranteed analysis.
B. Seedbed Preparation: Prepare the seedbed by loosening the soil to a depth of at least 4 inches. Remove all weeds, grass, and other vegetation. Incorporate amendments and fertilizers as specified.
C. Seeding: Sow seed evenly by hand or with a mechanical seeder. Cover seed lightly with soil or mulch.
D. Watering: Water seeded areas thoroughly after seeding to a depth of at least 4 inches. Keep the seedbed moist until germination occurs.
E. Maintenance: Maintain seeded areas by mowing, watering, fertilizing, and controlling weeds and pests as necessary to keep them healthy and vigorous.

1.11 PLANTING:
A. Planting Time: Planting shall be performed during the planting season recommended for each plant species. Avoid planting during periods of extreme heat, cold, or drought.
B. Planting Holes: Dig planting holes large enough to allow for the spread of roots. Do not plant too deep or too shallow.
C. Backfill: Backfill planting holes with a mixture of topsoil and amendments as specified. Tamp backfill lightly to eliminate air pockets.
D. Staking and Guying: Stake and guy trees as necessary to provide support. Use flexible ties that will not damage the trunk.
E. Mulching: Apply mulch around all plants to a depth of 3 inches. Keep mulch away from the trunk of trees and shrubs.
F. Watering: Water all plants thoroughly after planting to a depth of at least 4 inches. Keep the soil moist until plants are established.
G. Pruning: Prune only to remove dead or damaged branches. Do not prune to shape unless specified.
H. Fertilizing: Fertilize plants according to the recommendations of the soil test. Use a slow-release fertilizer.
I. Replacement: Replace any plants that die or are in poor condition within the guarantee period.

1.12 PLANT SPACING:
A. Spacing: Plant trees and shrubs at the spacing indicated on the drawings.
B. Measurement: Measure spacing from the center of the plant to the center of the adjacent plant.
C. Adjustments: Adjust spacing as necessary to avoid conflicts with utilities, structures, and other plants.

1.13 PLANT MATERIALS:
A. Quality: All plant material shall be healthy, vigorous, and free from disease, insects, and injuries.
B. Size: Plant material shall be of the size specified or shown on the drawings.
C. Substitutions: No substitutions of plant material shall be made without written approval from the Owner's representative.
D. Inspection: All plant material shall be inspected on arrival at the project site or at the growing location by the Landscape Architect or Owner's representative.
E. Rejection: Plants may be tagged for rejection at the source of growth before shipment. Rejection shall not relieve the Landscape Contractor of responsibility for furnishing acceptable plant material.

1.14 PLANTING SOIL:
A. Soil Preparation: Prepare planting soil by loosening it to a depth of at least 6 inches. Remove all weeds, grass, and other vegetation.
B. Amendments: Incorporate amendments into the planting soil as recommended by the soil test. Amendments may include, but are not limited to, compost, peat moss, sand, or other materials to improve soil structure and drainage.
C. Fertilizers: Apply fertilizers according to the manufacturer's recommendations. Use slow-release fertilizers whenever possible.
D. Topsoil: Topsoil shall be a natural, fertile, friable soil, free from subsoil, clay lumps, brush, weeds, roots, stones larger than 1 inch in diameter, and other extraneous materials harmful to plant growth. Topsoil shall be obtained from well-drained areas and shall not be taken from bogs or marshes.
E. Subsoil: Subsoil shall be free of stones larger than 6 inches in diameter, roots, and other undesirable materials. It shall be capable of supporting healthy plant growth.
F. Planting Soil: Planting soil shall be a mixture of topsoil and amendments as specified by the soil test results. The mixture shall be thoroughly blended and free of lumps, stones, and other undesirable materials.

1.15 MULCH:
A. Material: Mulch shall be shredded hardwood bark, free from weeds, roots, and other undesirable materials.
B. Application: Apply mulch around all plants to a depth of 3 inches. Keep mulch away from the trunk of trees and shrubs.
C. Maintenance: Maintain mulch by replenishing it as necessary to maintain the specified depth.

1.16 STONE:
A. Material: Stone shall be clean, hard, durable, and free from dirt or other foreign matter. Stone shall be of the size and color specified or shown on the drawings.
B. Application: Apply stone to the areas indicated on the drawings. Spread stone evenly to the specified depth.
C. Edging: Install edging as necessary to contain the stone and prevent it from migrating into adjacent areas.

1.17 ROCK:
A. Material: Rock shall be clean, hard, durable, and free from dirt or other foreign matter. Rock shall be of the size and color specified or shown on the drawings.
B. Application: Apply rock to the areas indicated on the drawings. Spread rock evenly to the specified depth.
C. Edging: Install edging as necessary to contain the rock and prevent it from migrating into adjacent areas.

1.18 GRAVEL:
A. Material: Gravel shall be clean, hard, durable, and free from dirt or other foreign matter. Gravel shall be of the size and color specified or shown on the drawings.
B. Application: Apply gravel to the areas indicated on the drawings. Spread gravel evenly to the specified depth.
C. Edging: Install edging as necessary to contain the gravel and prevent it from migrating into adjacent areas.

1.19 SOIL:
A. Material: Soil shall be a natural, fertile, friable soil, free from subsoil, clay lumps, brush, weeds, roots, stones larger than 1 inch in diameter, and other extraneous materials harmful to plant growth. Soil shall be obtained from well-drained areas and shall not be taken from bogs or marshes.
B. Application: Apply soil to the areas indicated on the drawings. Spread soil evenly to the specified depth.
C. Grading: Finish grades shall be smooth, even, and free of depressions. Grades shall be sloped to drain away from buildings and structures.

1.20 SOD:
A. Material: Sod shall be new crop, healthy, vigorous, and free of pests, diseases, and weeds. Sod shall be cut in strips not less than 12 inches wide and 2 inches thick.
B. Installation: Sod shall be installed within 24 hours of cutting. Lay sod with tight joints, staggering the ends of adjacent pieces. Roll or tamp sod to ensure good contact with the soil.
C. Watering: Water sod thoroughly after installation to a depth of at least 4 inches.
D. Maintenance: Maintain sod by mowing, watering, fertilizing, and controlling weeds and pests as necessary to keep it healthy and vigorous.

1.21 SEEDING:
A. Seed shall be fresh, clean, and of the species and variety specified. Seed shall be delivered in sealed containers bearing the manufacturer's guaranteed analysis.
B. Seedbed Preparation: Prepare the seedbed by loosening the soil to a depth of at least 4 inches. Remove all weeds, grass, and other vegetation. Incorporate amendments and fertilizers as specified.
C. Seeding: Sow seed evenly by hand or with a mechanical seeder. Cover seed lightly with soil or mulch.
D. Watering: Water seeded areas thoroughly after seeding to a depth of at least 4 inches. Keep the seedbed moist until germination occurs.
E. Maintenance: Maintain seeded areas by mowing, watering, fertilizing, and controlling weeds and pests as necessary to keep them healthy and vigorous.

1.22 PLANTING:
A. Planting Time: Planting shall be performed during the planting season recommended for each plant species. Avoid planting during periods of extreme heat, cold, or drought.
B. Planting Holes: Dig planting holes large enough to allow for the spread of roots. Do not plant too deep or too shallow.
C. Backfill: Backfill planting holes with a mixture of topsoil and amendments as specified. Tamp backfill lightly to eliminate air pockets.
D. Staking and Guying: Stake and guy trees as necessary to provide support. Use flexible ties that will not damage the trunk.
E. Mulching: Apply mulch around all plants to a depth of 3 inches. Keep mulch away from the trunk of trees and shrubs.
F. Watering: Water all plants thoroughly after planting to a depth of at least 4 inches. Keep the soil moist until plants are established.
G. Pruning: Prune only to remove dead or damaged branches. Do not prune to shape unless specified.
H. Fertilizing: Fertilize plants according to the recommendations of the soil test. Use a slow-release fertilizer.
I. Replacement: Replace any plants that die or are in poor condition within the guarantee period.

1.23 PLANT SPACING:
A. Spacing: Plant trees and shrubs at the spacing indicated on the drawings.
B. Measurement: Measure spacing from the center of the plant to the center of the adjacent plant.
C. Adjustments: Adjust spacing as necessary to avoid conflicts with utilities, structures, and other plants.

1.24 PLANTING SOIL:
A. Soil Preparation: Prepare planting soil by loosening it to a depth of at least 6 inches. Remove all weeds, grass, and other vegetation.
B. Amendments: Incorporate amendments into the planting soil as recommended by the soil test. Amendments may include, but are not limited to, compost, peat moss, sand, or other materials to improve soil structure and drainage.
C. Fertilizers: Apply fertilizers according to the manufacturer's recommendations. Use slow-release fertilizers whenever possible.
D. Topsoil: Topsoil shall be a natural, fertile, friable soil, free from subsoil, clay lumps, brush, weeds, roots, stones larger than 1 inch in diameter, and other extraneous materials harmful to plant growth. Topsoil shall be obtained from well-drained areas and shall not be taken from bogs or marshes.
E. Subsoil: Subsoil shall be free of stones larger than 6 inches in diameter, roots, and other undesirable materials. It shall be capable of supporting healthy plant growth.
F. Planting Soil: Planting soil shall be a mixture of topsoil and amendments as specified by the soil test results. The mixture shall be thoroughly blended and free of lumps, stones, and other undesirable materials.

1.25 MULCH:
A. Material: Mulch shall be shredded hardwood bark, free from weeds, roots, and other undesirable materials.
B. Application: Apply mulch around all plants to a depth of 3 inches. Keep mulch away from the trunk of trees and shrubs.
C. Maintenance: Maintain mulch by replenishing it as necessary to maintain the specified depth.

1.26 STONE:
A. Material: Stone shall be clean, hard, durable, and free from dirt or other foreign matter. Stone shall be of the size and color specified or shown on the drawings.
B. Application: Apply stone to the areas indicated on the drawings. Spread stone evenly to the specified depth.
C. Edging: Install edging as necessary to contain the stone and prevent it from migrating into adjacent areas.

1.27 ROCK:
A. Material: Rock shall be clean, hard, durable, and free from dirt or other foreign matter. Rock shall be of the size and color specified or shown on the drawings.
B. Application: Apply rock to the areas indicated on the drawings. Spread rock evenly to the specified depth.
C. Edging: Install edging as necessary to contain the rock and prevent it from migrating into adjacent areas.

1.28 GRAVEL:
A. Material: Gravel shall be clean, hard, durable, and free from dirt or other foreign matter. Gravel shall be of the size and color specified or shown on the drawings.
B. Application: Apply gravel to the areas indicated on the drawings. Spread gravel evenly to the specified depth.
C. Edging: Install edging as necessary to contain the gravel and prevent it from migrating into adjacent areas.

1.29 SOIL:
A. Material: Soil shall be a natural, fertile, friable soil, free from subsoil, clay lumps, brush, weeds, roots, stones larger than 1 inch in diameter, and other extraneous materials harmful to plant growth. Soil shall be obtained from well-drained areas and shall not be taken from bogs or marshes.
B. Application: Apply soil to the areas indicated on the drawings. Spread soil evenly to the specified depth.
C. Grading: Finish grades shall be smooth, even, and free of depressions. Grades shall be sloped to drain away from buildings and structures.

1.30 SOD:
A. Material: Sod shall be new crop, healthy, vigorous, and free of pests, diseases, and weeds. Sod shall be cut in strips not less than 12 inches wide and 2 inches thick.
B. Installation: Sod shall be installed within 24 hours of cutting. Lay sod with tight joints, staggering the ends of adjacent pieces. Roll or tamp sod to ensure good contact with the soil.
C. Watering: Water sod thoroughly after installation to a depth of at least 4 inches.
D. Maintenance: Maintain sod by mowing, watering, fertilizing, and controlling weeds and pests as necessary to keep it healthy and vigorous.

1.31 SEEDING:
A. Seed shall be fresh, clean, and of the species and variety specified. Seed shall be delivered in sealed containers bearing the manufacturer's guaranteed analysis.
B. Seedbed Preparation: Prepare the seedbed by loosening the soil to a depth of at least 4 inches. Remove all weeds, grass, and other vegetation. Incorporate amendments and fertilizers as specified.
C. Seeding: Sow seed evenly by hand or with a mechanical seeder. Cover seed lightly with soil or mulch.
D. Watering: Water seeded areas thoroughly after seeding to a depth of at least 4 inches. Keep the seedbed moist until germination occurs.
E. Maintenance: Maintain seeded areas by mowing, watering, fertilizing, and controlling weeds and pests as necessary to keep them healthy and vigorous.

1.32 PLANTING:
A. Planting Time: Planting shall be performed during the planting season recommended for each plant species. Avoid planting during periods of extreme heat, cold, or drought.
B. Planting Holes: Dig planting holes large enough to allow for the spread of roots. Do not plant too deep or too shallow.
C. Backfill: Backfill planting holes with a mixture of topsoil and amendments as specified. Tamp backfill lightly to eliminate air pockets.
D. Staking and Guying: Stake and guy trees as necessary to provide support. Use flexible ties that will not damage the trunk.
E. Mulching: Apply mulch around all plants to a depth of 3 inches. Keep mulch away from the trunk of trees and shrubs.
F. Watering: Water all plants thoroughly after planting to a depth of at least 4 inches. Keep the soil moist until plants are established.
G. Pruning: Prune only to remove dead or damaged branches. Do not prune to shape unless specified.
H. Fertilizing: Fertilize plants according to the recommendations of the soil test. Use a slow-release fertilizer.
I. Replacement: Replace any plants that die or are in poor condition within the guarantee period.

1.33 PLANT SPACING:
A. Spacing: Plant trees and shrubs at the spacing indicated on the drawings.
B. Measurement: Measure spacing from the center of the plant to the center of the adjacent plant.
C. Adjustments: Adjust spacing as necessary to avoid conflicts with utilities, structures, and other plants.

1.34 PLANTING SOIL:
A. Soil Preparation: Prepare planting soil by loosening it to a depth of at least 6 inches. Remove all weeds, grass, and other vegetation.
B. Amendments: Incorporate amendments into the planting soil as recommended by the soil test. Amendments may include, but are not limited to, compost, peat moss, sand, or other materials to improve soil structure and drainage.
C. Fertilizers: Apply fertilizers according to the manufacturer's recommendations. Use slow-release fertilizers whenever possible.
D. Topsoil: Topsoil shall be a natural, fertile, friable soil, free from subsoil, clay lumps, brush, weeds, roots, stones larger than 1 inch in diameter, and other extraneous materials harmful to plant growth. Topsoil shall be obtained from well-drained areas and shall not be taken from bogs or marshes.
E. Subsoil: Subsoil shall be free of stones larger than 6 inches in diameter, roots, and other undesirable materials. It shall be capable of supporting healthy plant growth.
F. Planting Soil: Planting soil shall be a mixture of topsoil and amendments as specified by the soil test results. The mixture shall be thoroughly blended and free of lumps, stones, and other undesirable materials.

1.35 MULCH:
A. Material: Mulch shall be shredded hardwood bark, free from weeds, roots, and other undesirable materials.
B. Application: Apply mulch around all plants to a depth of 3 inches. Keep mulch away from the trunk of trees and shrubs.
C. Maintenance: Maintain mulch by replenishing it as necessary to maintain the specified depth.

1.36 STONE:
A. Material: Stone shall be clean, hard, durable, and free from dirt or other foreign matter. Stone shall be of the size and color specified or shown on the drawings.
B. Application: Apply stone to the areas indicated on the drawings. Spread stone evenly to the specified depth.
C. Edging: Install edging as necessary to contain the stone and prevent it from migrating into adjacent areas.

1.37 ROCK:
A. Material: Rock shall be clean, hard, durable, and free from dirt or other foreign matter. Rock shall be of the size and color specified or shown on the drawings.
B. Application: Apply rock to the areas indicated on the drawings. Spread rock evenly to the specified depth.
C. Edging: Install edging as necessary to contain the rock and prevent it from migrating into adjacent areas.

1.38 GRAVEL:
A. Material: Gravel shall be clean, hard, durable, and free from dirt or other foreign matter. Gravel shall be of the size and color specified or shown on the drawings.
B. Application: Apply gravel to the areas indicated on the drawings. Spread gravel evenly to the specified depth.
C. Edging: Install edging as necessary to contain the gravel and prevent it from migrating into adjacent areas.

1.39 SOIL:
A. Material: Soil shall be a natural, fertile, friable soil, free from subsoil, clay lumps, brush, weeds, roots, stones larger than 1 inch in diameter, and other extraneous materials harmful to plant growth. Soil shall be obtained from well-drained areas and shall not be taken from bogs or marshes.
B. Application: Apply soil to the areas indicated on the drawings. Spread soil evenly to the specified depth.
C. Grading: Finish grades shall be smooth, even, and free of depressions. Grades shall be sloped to drain away from buildings and structures.

1.40 SOD:
A. Material: Sod shall be new crop, healthy, vigorous, and free of pests, diseases, and weeds. Sod shall be cut in strips not less than 12 inches wide and 2 inches thick.
B. Installation: Sod shall be installed within 24 hours of cutting. Lay sod with tight joints, staggering the ends of adjacent pieces. Roll or tamp sod to ensure good contact with the soil.
C. Watering: Water sod thoroughly after installation to a depth of at least 4 inches.
D. Maintenance: Maintain sod by mowing, watering, fertilizing, and controlling weeds and pests as necessary to keep it healthy and vigorous.

1.41 SEEDING:
A. Seed shall be fresh, clean, and of the species and variety specified. Seed shall be delivered in sealed containers bearing the manufacturer's guaranteed analysis.
B. Seedbed Preparation: Prepare the seedbed by loosening the soil to a depth of at least 4 inches. Remove all weeds, grass, and other vegetation. Incorporate amendments and fertilizers as specified.
C. Seeding: Sow seed evenly by hand or with a mechanical seeder. Cover seed lightly with soil or mulch.
D. Watering: Water seeded areas thoroughly after seeding to a depth of at least 4 inches. Keep the seedbed moist until germination occurs.
E. Maintenance: Maintain seeded areas by mowing, watering, fertilizing, and controlling weeds and pests as necessary to keep them healthy and vigorous.

1.42 PLANTING:
A. Planting Time: Planting shall be performed during the planting season recommended for each plant species. Avoid planting during periods of extreme heat, cold, or drought.
B. Planting Holes: Dig planting holes large enough to allow for the spread of roots. Do not plant too deep or too shallow.
C. Backfill: Backfill planting holes with a mixture of topsoil and amendments as specified. Tamp backfill lightly to eliminate air pockets.
D. Staking and Guying: Stake and guy trees as necessary to provide support. Use flexible ties that will not damage the trunk.
E. Mulching: Apply mulch around all plants to a depth of 3 inches. Keep mulch away from the trunk of trees and shrubs.
F. Watering: Water all plants thoroughly after planting to a depth of at least 4 inches. Keep the soil moist until plants are established.
G. Pruning: Prune only to remove dead or damaged branches. Do not prune to shape unless specified.
H. Fertilizing: Fertilize plants according to the recommendations of the soil test. Use a slow-release fertilizer.
I. Replacement: Replace any plants that die or are in poor condition within the guarantee period.

1.43 PLANT SPACING:
A. Spacing: Plant trees and shrubs at the spacing indicated on the drawings.
B. Measurement: Measure spacing from the center of the plant to the center of the adjacent plant.
C. Adjustments: Adjust spacing as necessary to avoid conflicts with utilities, structures, and other plants.

1.44 PLANTING SOIL:
A. Soil Preparation: Prepare planting soil by loosening it to a depth of at least 6 inches. Remove all weeds, grass, and other vegetation.
B. Amendments: Incorporate amendments into the planting soil as recommended by the soil test. Amendments may include, but are not limited to, compost, peat moss, sand, or other materials to improve soil structure and drainage.
C. Fertilizers: Apply fertilizers according to the manufacturer's recommendations. Use slow-release fertilizers whenever possible.
D. Topsoil: Topsoil shall be a natural, fertile, friable soil, free from subsoil, clay lumps, brush, weeds, roots, stones larger than 1 inch in diameter, and other extraneous materials harmful to plant growth. Topsoil shall be obtained from well-drained areas and shall not be taken from bogs or marshes.
E. Subsoil: Subsoil shall be free of stones larger than 6 inches in diameter, roots, and other undesirable materials. It shall be capable of supporting healthy plant growth.
F. Planting Soil: Planting soil shall be a mixture of topsoil and amendments as specified by the soil test results. The mixture shall be thoroughly blended and free of lumps, stones, and other undesirable materials.

1.45 MULCH:
A. Material: Mulch shall be shredded hardwood bark, free from weeds, roots, and other undesirable materials.
B. Application: Apply mulch around all plants to a depth of 3 inches. Keep mulch away from the trunk of trees and shrubs.
C. Maintenance: Maintain mulch by replenishing it as necessary to maintain the specified depth.

1.46 STONE:
A. Material: Stone shall be clean, hard, durable, and free from dirt or other foreign matter. Stone shall be of the size and color specified or shown on the drawings.
B. Application: Apply stone to the areas indicated on the drawings. Spread stone evenly to the specified depth.
C. Edging: Install edging as necessary to contain the stone and prevent it from migrating into adjacent areas.

1.47 ROCK:
A. Material: Rock shall be clean, hard, durable, and free from dirt or other foreign matter. Rock shall be of the size and color specified or shown on the drawings.
B. Application: Apply rock to the areas indicated on the drawings. Spread rock evenly to the specified depth.
C. Edging: Install edging as necessary to contain the rock and prevent it from migrating into adjacent areas.

1.48 GRAVEL:
A. Material: Gravel shall be clean, hard, durable, and free from dirt or other foreign matter. Gravel shall be of the size and color specified or shown on the drawings.
B. Application: Apply gravel to the areas indicated on the drawings. Spread gravel evenly to the specified depth.
C. Edging: Install edging as necessary to contain the gravel and prevent it from migrating into adjacent areas.

1.49 SOIL:
A. Material: Soil shall be a natural, fertile, friable soil, free from subsoil, clay lumps, brush, weeds, roots, stones larger than 1 inch in diameter, and other extraneous materials harmful to plant growth. Soil shall be obtained from well-drained areas and shall not be taken from bogs or marshes.
B. Application: Apply soil to the areas indicated on the drawings. Spread soil evenly to the specified depth.
C. Grading: Finish grades shall be smooth, even, and free of depressions. Grades shall be sloped to drain away from buildings and structures.

1.50 SOD:
A. Material: Sod shall be new crop, healthy, vigorous, and free of pests, diseases, and weeds. Sod shall be cut in strips not less than 12 inches wide and 2 inches thick.
B. Installation: Sod shall be installed within 24 hours of cutting. Lay sod with tight joints, staggering the ends of adjacent pieces. Roll or tamp sod to ensure good contact with the soil.
C. Watering: Water sod thoroughly after installation to a depth of at least 4 inches.
D. Maintenance: Maintain sod by mowing, watering, fertilizing, and controlling weeds and pests as necessary to keep it healthy and vigorous.

1.51 SEEDING:
A. Seed shall be fresh, clean, and of the species and variety specified. Seed shall be delivered in sealed containers bearing the manufacturer's guaranteed analysis.
B. Seedbed Preparation: Prepare the seedbed by loosening the soil to a depth of at least 4 inches. Remove all weeds, grass, and other vegetation. Incorporate amendments and fertilizers as specified.
C. Seeding: Sow seed evenly by hand or with a mechanical seeder. Cover seed lightly with soil or mulch.
D. Watering: Water seeded areas thoroughly after seeding to a depth of at least 4 inches. Keep the seedbed moist until germination occurs.
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A. Planting Time: Planting shall be performed during the planting season recommended for each plant species. Avoid planting during periods of extreme heat, cold, or drought.
B. Planting Holes: Dig planting holes large enough to allow for the spread of roots. Do not plant too deep or too shallow.
C. Backfill: Backfill planting holes with a mixture of topsoil and amendments as specified. Tamp backfill lightly to eliminate air pockets.
D. Staking and Guying: Stake and guy trees as necessary to provide support. Use flexible ties that will not damage the trunk.
E. Mulching: Apply mulch around all plants to a depth of 3 inches. Keep mulch away from the trunk of trees and shrubs.
F. Watering: Water all plants thoroughly after planting to a depth of at least 4 inches. Keep the soil moist until plants are established.
G. Pruning: Prune only to remove dead or damaged branches. Do not prune to shape unless specified.
H. Fertilizing: Fertilize plants according to the recommendations of the soil test. Use a slow-release fertilizer.
I. Replacement: Replace any plants that die or are in poor condition within the guarantee period.

1.53 PLANT SPACING:
A. Spacing: Plant trees and shrubs at the spacing indicated on the drawings.
B. Measurement: Measure spacing from the center of the plant to the center of the adjacent plant.
C. Adjustments: Adjust spacing as necessary to avoid conflicts with utilities, structures, and other plants.

1.54 PLANTING SOIL:
A. Soil Preparation: Prepare planting soil by loosening it to a depth of at least 6 inches. Remove all weeds, grass, and other vegetation.
B. Amendments: Incorporate amendments into the planting soil as recommended by the soil test. Amendments may include, but are not limited to, compost, peat moss, sand, or other materials to improve soil structure and drainage.
C. Fertilizers: Apply fertilizers according to the manufacturer's recommendations. Use slow-release fertilizers whenever possible.
D. Topsoil: Topsoil shall be a natural, fertile, friable soil, free from subsoil, clay lumps, brush, weeds, roots, stones larger than 1 inch in diameter, and other extraneous materials harmful to plant growth. Topsoil shall be obtained from well-drained areas and shall not be taken from bogs or marshes.
E. Subsoil: Subsoil shall be free of stones larger than 6 inches in diameter, roots, and other undesirable materials. It shall be capable of supporting healthy plant growth.
F. Planting Soil: Planting soil shall be a mixture of topsoil and amendments as specified by the soil test results. The mixture shall be thoroughly blended and free of lumps, stones, and other undesirable materials.

1.55 MULCH:
A. Material: Mulch shall be shredded hardwood bark, free from weeds, roots, and other undesirable materials.
B. Application: Apply mulch around all plants to a depth of 3 inches. Keep mulch away from the trunk of trees and shrubs.
C. Maintenance: Maintain mulch by replenishing it as necessary to maintain the specified depth.

1.56 STONE:
A. Material: Stone shall be clean, hard, durable, and free from dirt or other foreign matter. Stone shall be of the size and color specified or shown on the drawings.
B. Application: Apply stone to the areas indicated on the drawings. Spread stone evenly to the specified depth.
C. Edging: Install edging as necessary to contain the stone and prevent it from migrating into adjacent areas.

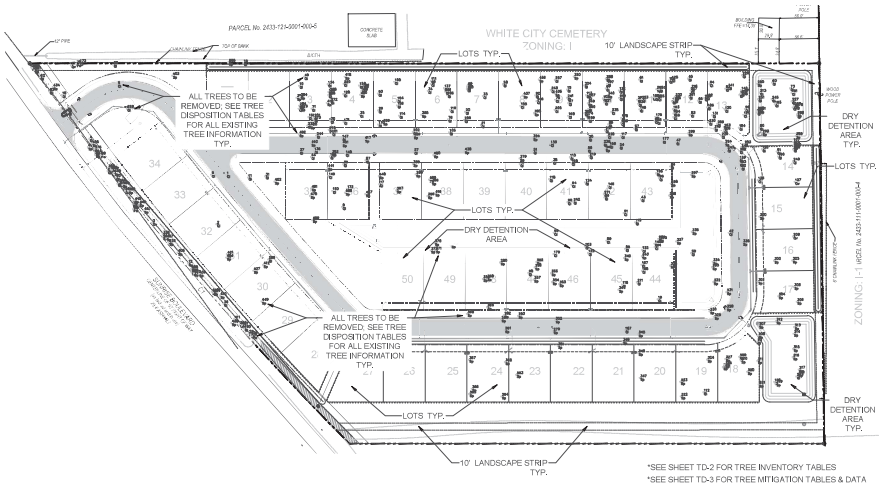
1.57 ROCK:
A. Material: Rock shall be clean, hard, durable, and free from dirt or other foreign matter. Rock shall be of the size and color specified or shown on the drawings.
B. Application: Apply rock to the areas indicated on the drawings. Spread rock evenly to the specified depth.
C. Edging: Install edging as necessary to contain the rock and prevent it from migrating into adjacent areas.

1.58 GRAVEL:
A. Material: Gravel shall be clean, hard, durable, and free from dirt or other foreign matter. Gravel shall be of the size and color specified or shown on the drawings.
B. Application: Apply gravel to the areas indicated on the drawings. Spread gravel evenly to the specified depth.
C. Edging: Install edging as necessary to contain the gravel and prevent it from migrating into adjacent areas.

1.59 SOIL:
A. Material: Soil shall be a natural, fertile, friable soil, free from subsoil, clay lumps, brush, weeds, roots, stones larger than 1 inch in diameter, and other extraneous materials harmful to plant growth. Soil shall be obtained from well-drained areas and shall not be taken from bogs or marshes.
B. Application: Apply soil to the areas indicated on the drawings. Spread soil evenly to the specified depth.
C. Grading: Finish grades shall be smooth, even, and free of depressions. Grades shall be sloped to drain away from buildings and structures.

1.60 SOD:
A. Material: Sod shall be new crop, healthy, vigorous, and free of pests, diseases, and weeds. Sod shall be cut in strips not less than 12 inches wide and 2 inches thick.
B. Installation: Sod shall be installed within 24 hours of cutting. Lay sod with tight joints, staggering the ends of adjacent pieces. Roll or tamp sod to ensure good contact with the soil.
C. Watering: Water sod thoroughly after installation to a depth of at least 4 inches.
D. Maintenance: Maintain sod by mowing, watering, fertilizing, and controlling weeds and pests as necessary to keep it healthy and vigorous.

1.61 SEEDING:
A. Seed shall be fresh, clean, and of the species and variety specified. Seed shall be delivered in sealed containers bearing the manufacturer's guaranteed analysis.
B. Seedbed Preparation: Prepare the seedbed by loosening the soil to a depth of at least 4 inches. Remove all weeds, grass, and other vegetation. Incorporate amendments and fertilizers as specified.
C. Seeding: Sow seed evenly by hand or with a mechanical seeder.



*SEE SHEET TD-2 FOR TREE INVENTORY TABLES
*SEE SHEET TD-3 FOR TREE MITIGATION TABLES & DATA

Digitally signed by Paul A. Goulas
Date: 2025.05.08 10:48:31-04'00'

DRAWING INDEX:

TD-1: EXISTING TREE DISPOSITION PLAN
TD-2: TREE INVENTORY TABLES
TD-3: TREE MITIGATION TABLES & DATA

Kimley»Horn
Landscape Architect
KIMLEY-HORN AND ASSOCIATES, INC.
1700 SE Port St. Lucie Blvd., Suite 100
Port St. Lucie, Florida 34952
Paul A. Goulas, FLA
Phone: (772) 672-2345
Email: paul.goulas@kimley-horn.com

SUNRISE PROPERTY
3945 S. Jamaica Rte.
City of Fort Pierce, Florida
Tree Disposition Plan

Issue	No.	Description
5.5.25	1	SUBMITTAL
5.7.25	2	CITY COMMENTS
5.8.25	3	CITY COMMENTS

PAUL DOUGLAS, PLA
FLORIDA REG. # LA0001810

Project No. 193000000
Drawn By: MD
Checked By: PAG
Date Issued: 5.8.25
Scale: 1" = 40'

TD-1

TREE INVENTORY & DISPOSITION

TREE #	DBH (in)	SPECIES	DISPOSITION
1	48	Laurel Oak	To Be Removed
2	35	Laurel Oak	To Be Removed
3	35	Live Oak	To Be Removed
4	39	Laurel Oak	To Be Removed
5	36	Laurel Oak	To Be Removed
6	30	Laurel Oak	To Be Removed
7	16	Laurel Oak	To Be Removed
8	36	Laurel Oak	To Be Removed
9	38	Laurel Oak	To Be Removed
10	27	Laurel Oak	To Be Removed
11	27	Laurel Oak	To Be Removed
12	27	Live Oak	To Be Removed
13	20	Laurel Oak	To Be Removed
14	36	Laurel Oak	To Be Removed
15	36	Laurel Oak	To Be Removed
16	36	Laurel Oak	To Be Removed
17	36	Live Oak	To Be Removed
18	28	Laurel Oak	To Be Removed
19	29	Laurel Oak	To Be Removed
20	24	Laurel Oak	To Be Removed
21	34	Bald Pine	To Be Removed
22	34	Laurel Oak	To Be Removed
23	34	Laurel Oak	To Be Removed
24	25	Laurel Oak	To Be Removed
25	33	Laurel Oak	To Be Removed
26	30	Laurel Oak	To Be Removed
27	28	Bald Pine	To Be Removed
28	28	Bald Pine	To Be Removed
29	28	Laurel Oak	To Be Removed
30	28	Laurel Oak	To Be Removed
31	28	Laurel Oak	To Be Removed
32	22	Laurel Oak	To Be Removed
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38	17	Laurel Oak	To Be Removed
39	21	Laurel Oak	To Be Removed
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43	30	Laurel Oak	To Be Removed
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45	19	Laurel Oak	To Be Removed
46	18	Laurel Oak	To Be Removed
47	18	Laurel Oak	To Be Removed
48	18	Laurel Oak	To Be Removed
49	18	Laurel Oak	To Be Removed
50	18	Laurel Oak	To Be Removed
51	18	Laurel Oak	To Be Removed
52	13	Bald Pine	To Be Removed
53	18	Laurel Oak	To Be Removed
54	17	Laurel Oak	To Be Removed
55	17	Laurel Oak	To Be Removed
56	17	Laurel Oak	To Be Removed
57	17	Laurel Oak	To Be Removed
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60	17	Laurel Oak	To Be Removed
61	17	Laurel Oak	To Be Removed
62	17	Laurel Oak	To Be Removed
63	18	Laurel Oak	To Be Removed
64	15	Bald Pine	To Be Removed
65	15	Laurel Oak	To Be Removed
66	15	Laurel Oak	To Be Removed
67	15	Laurel Oak	To Be Removed
68	15	Bald Pine	To Be Removed
69	15	Laurel Oak	To Be Removed
70	15	Bald Pine	To Be Removed
71	15	Laurel Oak	To Be Removed
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92	15	Laurel Oak	To Be Removed
93	15	Laurel Oak	To Be Removed
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261	5	Laurel Oak	To Be Removed
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263	5	Laurel Oak	To Be Removed
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265	5	Laurel Oak	To Be Removed
266	5	Laurel Oak	To Be Removed
267	5	Laurel Oak	To Be Removed
268	5	Laurel Oak	To Be Removed
269	5	Laurel Oak	To Be Removed
270	5	Laurel Oak	To Be Removed
271	5	Laurel Oak	To Be Removed
272	5	Laurel Oak	To Be Removed
273	5	Laurel Oak	To Be Removed
274	4	Laurel Oak	To Be Removed
275	5	Laurel Oak	To Be Removed
276	5	Laurel Oak	To Be Removed
277	5	Laurel Oak	To Be Removed
278	5	Laurel Oak	To Be Removed
279	5	Laurel Oak	To Be Removed
280	12	Bald Pine	To Be Removed
281	12	Bald Pine	To Be Removed
282	12	Bald Pine	To Be Removed

LAUREL OAKS REQUIRING MITIGATION

TREE #	SIZE DBH	TYPE
0	54	Laurel Oak
1	40	Laurel Oak
2	35	Laurel Oak
4	33	Laurel Oak
5	31	Laurel Oak
6	30.6	Laurel Oak
7	30	Laurel Oak
8	30	Laurel Oak
9	28	Laurel Oak
10	27.2	Laurel Oak
11	27	Laurel Oak
13	26.5	Laurel Oak
14	26	Laurel Oak
15	26	Laurel Oak
16	26	Laurel Oak
18	25.5	Laurel Oak
19	25	Laurel Oak
20	24.6	Laurel Oak
21	24.4	Laurel Oak
23	24	Laurel Oak
24	24	Laurel Oak
25	24	Laurel Oak
26	23.5	Laurel Oak
27	23.5	Laurel Oak
30	23	Laurel Oak
31	23	Laurel Oak
33	22	Laurel Oak
34	22	Laurel Oak
35	22	Laurel Oak
36	21.9	Laurel Oak
37	21.6	Laurel Oak
38	21	Laurel Oak
39	21	Laurel Oak
40	20	Laurel Oak
41	20	Laurel Oak
42	20	Laurel Oak
43	20	Laurel Oak
44	20	Laurel Oak
45	19.4	Laurel Oak
46	19.3	Laurel Oak
47	19.2	Laurel Oak
48	19	Laurel Oak
49	19	Laurel Oak
50	18.6	Laurel Oak
51	18.5	Laurel Oak
53	18	Laurel Oak
54	18	Laurel Oak
55	17.5	Laurel Oak
56	17.5	Laurel Oak
57	17.3	Laurel Oak
58	17.3	Laurel Oak
59	17.2	Laurel Oak
60	17.2	Laurel Oak
61	17.1	Laurel Oak
62	17	Laurel Oak
63	17	Laurel Oak
64	17	Laurel Oak
65	17	Laurel Oak
66	17	Laurel Oak
67	17	Laurel Oak
68	17	Laurel Oak
69	17	Laurel Oak
70	17	Laurel Oak
71	17	Laurel Oak
72	16.6	Laurel Oak
73	16.6	Laurel Oak
75	16.5	Laurel Oak
76	16.5	Laurel Oak
77	16.4	Laurel Oak
80	16	Laurel Oak
81	16	Laurel Oak
82	16	Laurel Oak
83	16	Laurel Oak
84	16	Laurel Oak
85	16	Laurel Oak
86	16	Laurel Oak
87	16	Laurel Oak
88	16	Laurel Oak
89	15.8	Laurel Oak
90	15.5	Laurel Oak
91	15.5	Laurel Oak
92	15.5	Laurel Oak
93	15.2	Laurel Oak
94	15.1	Laurel Oak
95	15	Laurel Oak
96	15	Laurel Oak
97	15	Laurel Oak
98	15	Laurel Oak
99	15	Laurel Oak
100	15	Laurel Oak
101	14.9	Laurel Oak
102	14.5	Laurel Oak
103	14.5	Laurel Oak
104	14.5	Laurel Oak
105	14.5	Laurel Oak
106	14.4	Laurel Oak
107	14	Laurel Oak
108	14	Laurel Oak
109	14	Laurel Oak
110	14	Laurel Oak
Total	**1999.9**	

LIVE OAKS REQUIRING MITIGATION

TREE #	SIZE DBH	TYPE
3	35	Live Oak
12	27	Live Oak
17	26	Live Oak
127	12.4	Live Oak
Total	**100.4**	

PINE TREES REQUIRING MITIGATION

TREE #	SIZE DBH	TYPE
22	24	Slash Pine
28	23	Slash Pine
29	23	Slash Pine
32	22	Slash Pine
52	18	Slash Pine
74	16.5	Slash Pine
78	16	Slash Pine
79	16	Slash Pine
Total	**158.5**	

SABAL PALMS REQUIRING MITIGATION

TREE #	SIZE CT	TYPE
279	10' MIN	Sabal Palm
280	10' MIN	Sabal Palm
281	10' MIN	Sabal Palm
282	10' MIN	Sabal Palm
283	10' MIN	Sabal Palm
284	10' MIN	Sabal Palm
285	10' MIN	Sabal Palm
286	10' MIN	Sabal Palm
287	10' MIN	Sabal Palm
288	10' MIN	Sabal Palm
289	10' MIN	Sabal Palm
290	10' MIN	Sabal Palm
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292	10' MIN	Sabal Palm
293	10' MIN	Sabal Palm
294	10' MIN	Sabal Palm
295	10' MIN	Sabal Palm
296	10' MIN	Sabal Palm
297	10' MIN	Sabal Palm
298	10' MIN	Sabal Palm
299	10' MIN	Sabal Palm
300	10' MIN	Sabal Palm
301	10' MIN	Sabal Palm
302	10' MIN	Sabal Palm
303	10' MIN	Sabal Palm
304	10' MIN	Sabal Palm
305	10' MIN	Sabal Palm
306	10' MIN	Sabal Palm
307	10' MIN	Sabal Palm
308	10' MIN	Sabal Palm
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526	10' MIN	Sabal Palm
527	10' MIN	Sabal Palm
528	10' MIN	Sabal Palm
529	10' MIN	Sabal Palm
530	10' MIN	Sabal Palm
531	10' MIN	Sabal Palm
532	10' MIN	Sabal Palm
Total	254	

Mitigation Data:

Total DBH of Native Trees 14" DBH & Larger to be Removed: 2,258.8" DBH

Total Sabal Palms 10' CT & Larger to be Removed: 254 Palms

Tree Mitigation Method TBD

Mitigation Notes:

1. Tree mitigation is for the removal of healthy existing native trees 14" dbh & greater.
2. Palm mitigation is for the removal of existing native palms 10' clear trunk height & greater.

Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-521-8403 | paul@las-fl.com
1738 SE Joy Haven Street
Port St. Lucie, Fl. 34983

Civil Engineer:

KMA

SUNRISE PROPERTY

3904 Sunrise Blvd.
City of Fort Pierce, Florida

Tree Mitigation Tables & Data

Revisions		
Date	Init.	Description
9.12.24	PG	Submittal
11.07.24	PG	Revised per Site Plan

REGISTERED LANDSCAPE ARCHITECT PAUL A. GOULAS LA6666807 STATE OF FLORIDA

PAUL GOULAS, PLA
FLORIDA REG. # LA6666807

Drawn By:	PG
Checked By:	PG
Municipal Project:	
Scale:	

TD-3

CONSTRUCTION PLANS

FOR

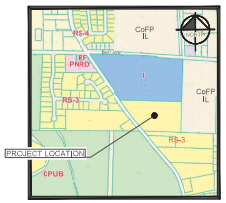
SUNRISE LAKES

LOCATED AT

3804 SUNRISE BLVD, FORT PIERCE, FLORIDA

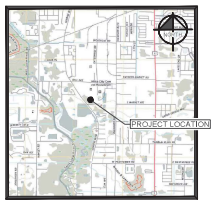
SECTION 33, TOWNSHIP 35S, RANGE 40E





LOCATION MAP

SCALE: NOT TO SCALE



VICINITY MAP

SCALE: NOT TO SCALE

SHEET LIST TABLE

Sheet Number	Sheet Title
C-100	COVER
C-101	GENERAL NOTES
C-200	SITE PLAN
C-201	PRELIMINARY PLAT
C-300	MASTER PAVING GRADING & DRAINAGE PLAN
C-301	PAVING GRADING & DRAINAGE DETAILS
C-302	PAVING GRADING & DRAINAGE DETAILS
C-303	GRADING SECTIONS
C-400	MASTER UTILITIES PLAN
C-401	SEWER PROFILES
C-500	FPUA DETAILS-01
C-501	FPUA DETAILS-02
C-502	FPUA DETAILS-03
C-503	FPUA DETAILS-04
C-504	FPUA DETAILS-05
C-505	LIFT STATION
C-600	EXISTING CONDITIONS & DEMOLITION
C-601	PHASE ONE EROSION CONTROL
C-602	PHASE TWO EROSION CONTROL
C-603	EROSION CONTROL DETAILS
C-700	ROUTING PLAN BUS
C-701	ROUTING PLAN FIRE
C-800	PHOTOMETRICS
--	PLAT COVER
--	PLAT

LEGAL DESCRIPTION

THE SOUTH 546 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LYING EAST OF WHITE CITY ROAD (SUNRISE BOULEVARD) IN SECTION 33, TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAID LAND LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PROJECT TEAM

OWNER/DEVELOPER
[illegible]

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
[illegible]

LANDSCAPE ARCHITECT
[illegible]

SURVEYOR
[illegible]

PERMITTING AGENCIES

FORT PIERCE UTILITY AUTHORITY	SOUTH FLORIDA WATER MANAGEMENT DISTRICT
CITY OF FORT PIERCE	NORTH ST LUCIE RIVER WATER CONTROL DISTRICT

KMA

NOT FOR CONSTRUCTION

SUNRISE LAKES

INTEGRITY 1ST CONSTRUCTION GROUP

2/24/2025

COVER

C-100

GENERAL

1. THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION) AND SHALL BECOME FAMILIAR WITH THOSE PORTIONS PERTAINING TO CONSTRUCTION WORK. ANY WORK SHALL CONFORM AS APPLICABLE TO THESE STANDARDS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN ON THE PLANS. CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROVED APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.
3. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE PLAN PREPARATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES AND THE ENGINEER IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE CORRECT OR ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF OR RESULTING FROM THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY UTILITIES. WHERE IT IS NECESSARY TO SHORE, BRACE, SUPPORT OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL NOTIFY ALL UTILITIES NOT LESS THAN 48 HOURS NOR MORE THAN 72 HOURS (EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS) PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL CALL FOR LOCATIONS BEFORE COMMENCING WORK IS PERFORMED ON THE CLOSEST PART OF THOSE CONSTRUCTION PLANS. THIS LIST SERVES AS A GUIDE ONLY AND IS NOT INTENDED TO LIMIT THE UTILITY COMPANIES WHICH THE CONTRACTOR MAY WISH TO NOTIFY.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS AND BONDS IF REQUIRED PRIOR TO CONSTRUCTION.
6. CONSTRUCTION SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
7. ANY DEVIATIONS IN THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.
8. ALL COPIES OF CORRESPONDENCE, CONCRETE AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER AND DESIGN ENGINEER OF RECORD DIRECTLY FROM THE TESTING AGENCY.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A REGISTERED LAND SURVEYOR AND/OR PROFESSIONAL ENGINEER AS REQUIRED BY THE CITY OF FORT PIERCE. THE SURVEY SHALL BE OF COMPLETED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS WILL BE THE CONTRACTORS RESPONSIBILITY.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED ON A SET OF PRINTS KEPT SEPARATE FROM SETS USED FOR CONSTRUCTION PURPOSES. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO JURISDICTIONAL AGENCIES WITHIN 24 HOURS OF THE FIRST DATA SHALL BE COLLECTED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR AND/OR PROFESSIONAL ENGINEER.
11. ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN A MANNER APPROVED BY ALL JURISDICTIONAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED.
12. ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES WITHIN 24 HOURS AFTER DISCOVERY IS MADE.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY. THE CONTRACTOR SHALL NOT PROCEED WITH CONSTRUCTION IN THE AREA OF THE CONFLICT UNTIL THE SAFETY OWNER OR AN ENGINEERING CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.

EROSION CONTROL

1. THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THE EROSION CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED AS SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED SUBMITTALS.
2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE SWPPP AND SHALL BECOME FAMILIAR WITH THE SWPPP AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
3. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DIRECTED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
4. BEST MANAGEMENT PRACTICES (BMPS) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL WHICHEVER IS MORE APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR ENGINEER.
5. EROSION CONTROL PLAN MUST CLEARLY INDICATE ALL STATE WATER PERMITS FOR ANY CONSTRUCTION ACTIVITY AFFECTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
6. THE CONTRACTOR SHALL MANAGE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
7. CONTRACTOR SHALL DESIGNATE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE, THE CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TEMP FACILITIES.
8. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
9. SUFFICIENT DRY AND ABSORBENT MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DUST CONTROL ON SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
11. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SOLID WASTE SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE HANDLED IN SUCH A WAY THAT LIGHTING THE PROVISIONS THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR BROUGHT TO WATER BODIES.
12. ALL STORM WATER INLETS OR PIPES PROVIDED ON THE SHALL SHALL BE INITIATED AS SOON AS PRACTICABLE.
13. STABILIZATION PRACTICES SHALL BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY OR FINALLY CEASED.
14. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRED IN THESE AREAS. REFER TO SECTION 981 OF THE STANDARD SPECIFICATIONS FOR SEEDING AND MAINTENANCE REQUIREMENTS.
15. IF THE ACCESS OR VEHICLE TRACKING OVER THE DRIVES, CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE VEHICLE MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS SHALL BE MADE TO PREVENT THE WASH WATER AND DIRT FROM THE SWPPP BEFORE IT IS CARRIED OFF THE SITE.
16. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DRAINAGE SYSTEM AND PERIMETER THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEM IN COMJUNCTION WITH THE STABILIZATION OF THE SITE.
18. On-SITE & OFF SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
19. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
20. DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION.
21. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACK FILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.

POTABLE WATER AND SANITARY SEWER SYSTEM

1. THE CONTRACTOR SHALL CONSTRUCT GRAVITY SEWER LATERALS, MANHOLES GRAVITY SEWER LINES AND DOMESTIC WATER AND FIRE PROTECTION SYSTEMS AS SHOWN ON THE PLANS AND IN ACCORDANCE WITH THE SPECIFICATIONS. THE CONTRACTOR SHALL FURNISH ALL MACHINERY, TOOLS, MEANS OF TRANSPORTATION AND LABOR NECESSARY TO COMPLETE THE WORK IN FULL AND COMPLETE ACCORDANCE WITH THE SHOWN, DESCRIBED AND REASONABLY INTENDED REQUIREMENTS OF THE CONTRACT DOCUMENTS AND APPLICABLE PERMITS. WHERE SPECIFICATIONS AND PLANS CONFLICT, THE MORE STRINGENT SHALL GOVERN. WHERE REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
2. ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE REGULATIONS REGARDING EXCAVATION AND COORDINATION IS ACCORDANCE WITH THE NOTICE CONTAINED IN THE GENERAL CONSTRUCTION SECTION OF THESE NOTES.
3. THE CONTRACTOR SHALL RESTORE ALL DISTURBED VEGETATION IN KIND, UNLESS SHOWN OTHERWISE.
4. DEFLECTION OF PIPE JOINTS AND CURVATURE OF PIPE SHALL NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS. SECURELY BRACE PIPE ENDS TO PREVENT MOVEMENT WHILE CONCRETE IS PLACED AND CURED. PROVIDE A MINIMUM BEARING WIDTH OF TWICE THE OUTSIDE DIAMETER OF THE PIPE BARREL OR 24 INCHES, WHICHEVER IS GREATER. PLACE CONCRETE SO THAT IT DOES NOT ENTER THE PIPE AND DOES NOT PROTRUDE INTO THE TRENCH. VALVES SHALL BE PLUMB AND LOCATED ACCORDING TO THE PLANS.
5. ALL PHASES OF INSTALLATION, INCLUDING UNLOADING, TRENCHING, LAYING AND BACK FILLING, SHALL BE DONE IN A FIRST CLASS WORKMANLIKE MANNER. ALL PIPE AND FITTINGS SHALL BE CAREFULLY STORED FOLLOWING MANUFACTURER'S RECOMMENDATIONS. PIPE SHALL BE CAREFULLY LOWERED INTO THE TRENCH AFTER IT HAS BEEN CLEANED OF ALL FOREIGN MATERIAL. PIPE SHALL NOT BE THROWN OR DROPPED INTO TRENCHES OR ALLOWED TO FALL FREELY FOR APPROXIMATIONS. WHICH, IN THE OPINION OF THE ENGINEER OR OWNER, REQUIRES IT LIGHT FOR USE, SHALL NOT BE USED. ANY PIPE NOT SATISFACTORY FOR USE SHALL BE CLEARLY MARKED AND IMMEDIATELY REMOVED FROM THE JOB SITE, AND SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.
6. WATER FOR FIRE FIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLES BEING BROUGHT ON SITE.
7. ALL UTILITY AND STORM DRAIN TRENCHES LOCATED UNDER AREAS TO RECEIVE PAVING SHALL BE COMPLETELY BACK FILLED IN ACCORDANCE WITH THE GOVERNING JURISDICTIONAL AGENCY'S SPECIFICATIONS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
8. UNDERGROUND LINES SHALL BE SURVEYED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR PRIOR TO BACK FILLING.
9. CONTRACTOR SHALL PERFORM, AT HIS OWN EXPENSE, ANY AND ALL TESTS REQUIRED BY THE SPECIFICATIONS AND/OR ANY JURISDICTIONAL AGENCY. ALL TESTING SHALL BE PERFORMED BY A QUALIFIED TESTING LABORATORY APPROVED BY THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.
10. ALL COPIES OF CORRESPONDENCE, CONCRETE AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER AND DESIGN ENGINEER OF RECORD DIRECTLY FROM THE TESTING AGENCY.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A REGISTERED LAND SURVEYOR AND/OR PROFESSIONAL ENGINEER AS REQUIRED BY THE CITY OF FORT PIERCE. THE SURVEY SHALL BE OF COMPLETED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS WILL BE THE CONTRACTORS RESPONSIBILITY.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED ON A SET OF PRINTS KEPT SEPARATE FROM SETS USED FOR CONSTRUCTION PURPOSES. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO JURISDICTIONAL AGENCIES WITHIN 24 HOURS OF THE FIRST DATA SHALL BE COLLECTED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR AND/OR PROFESSIONAL ENGINEER.
13. ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN A MANNER APPROVED BY ALL JURISDICTIONAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED.
14. ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES WITHIN 24 HOURS AFTER DISCOVERY IS MADE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY. THE CONTRACTOR SHALL NOT PROCEED WITH CONSTRUCTION IN THE AREA OF THE CONFLICT UNTIL THE SAFETY OWNER OR AN ENGINEERING CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.

MAINTENANCE

ALL MEASURES STATED ON THE EROSION AND SEDIMENT CONTROL PLANS AND ON THE STORM WATER POLLUTION PREVENTION PLANS, AND ALL MEASURES REQUIRED BY THE JURISDICTIONAL AGENCIES SHALL BE INSTALLED AND MAINTAINED UNTIL THE CONSTRUCTION IS COMPLETED AND STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING OR DETERIORATION.
2. ALL SEDIMENT BASINS SHALL BE DESIGNED REGULARLY TO SEE THAT A GOOD STATE IS MAINTAINED. AREAS SHOULD BE STRUCKED, AND SEDIMENT REMOVED WHEN NECESSARY TO MAINTAIN THE REQUIREMENTS REFER TO SECTION 981 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION).
3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
4. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
6. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED TO 50 CUBIC YARDS / ACRE.
7. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN 2 CALENDAR DAYS FOLLOWING THE INSPECTION.

STORM DRAINAGE SYSTEM

1. STANDARD INDICES REFER TO THE 2021/2022 EDITION OF F.D.O.T. "STANDARD PLANS FOR ROADWAY CONSTRUCTION"
2. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS III (ASTM C-76) UNLESS OTHERWISE NOTED ON PLANS. ALL DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS UNLESS OTHERWISE NOTED ON PLANS.
3. PIPE LENGTHS SHOWN ARE APPROXIMATE AND TO CENTER OF DRAINAGE STRUCTURES, WITH THE EXCEPTION OF MITERED END AND FLARED END SECTIONS. WHICH ARE NOT INCLUDED IN LENGTHS.
4. ALL DRAINAGE STRUCTURE GRATES AND COVERS, EITHER EXISTING OR PROPOSED SHALL BE TRAFFIC RATED FOR H-20 LOADINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY NECESSARY ADJUSTMENTS TO EXISTING DRAINAGE STRUCTURES.
5. CONSTRUCTION OF THE DRAINAGE SYSTEM AND MAINTENANCE OF STORM WATER ON THE PROJECT SITE SHALL BE COORDINATED WITH ALL ADJACENT PROPERTIES AND ROADWAYS. THE CONTRACTOR SHALL NOTIFY ADJACENT PROPERTY OWNERS AND TENANTS AT LEAST 48 HOURS IN ADVANCE OF THE FIRST DEPRIVATION OF EQUIPMENT FOR ANY LOSS, INTERRUPTION OF INTENDED USE OF THE IMPROVEMENTS OR TRANSFER OF DRAINAGE FLOWS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY STORM WATER RUNOFF DURING CONSTRUCTION.
6. THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORM WATER PIPING PER JURISDICTION REGULATIONS (MANUFACTURER'S RECOMMENDATIONS SHALL BE ATTACHED TO STORM SHEET).
7. STORM WATER PIPES, STRUCTURES, MINIMUM COVER AND INSTALLATION PROCEDURES TO BE IN ACCORDANCE WITH SOUTH FLORIDA WATER MANAGEMENT DISTRICT STANDARDS.

PAVING/GRADING TESTING AND INSPECTION

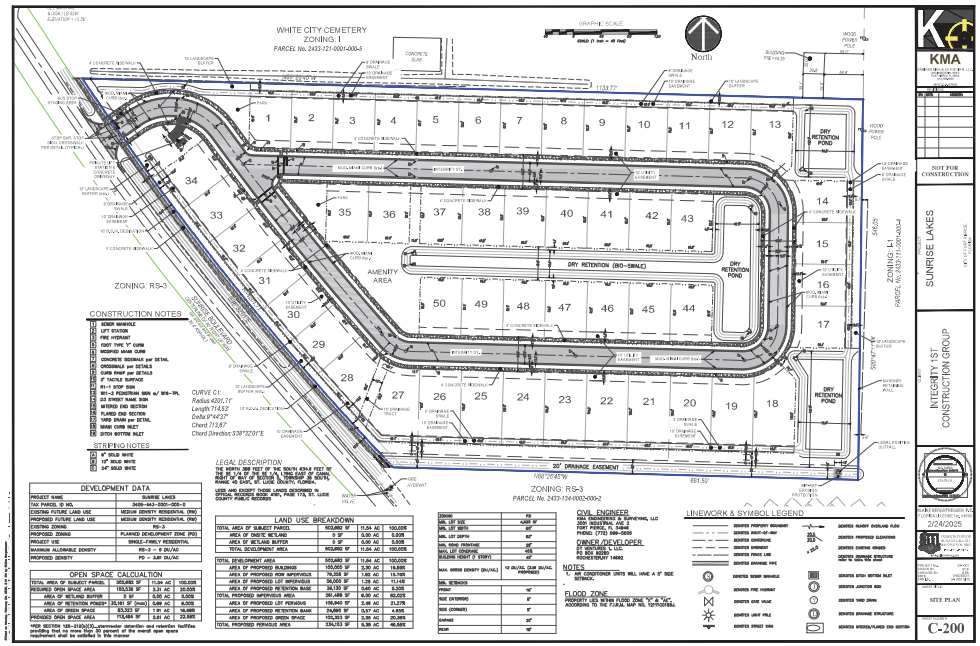
1. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE SOILS ENGINEER. TESTS WILL BE REQUIRED PURSUANT WITH THE SOILS REPORT. UPON COMPLETION OF WORK, THE SOILS ENGINEER WILL SUBMIT CERTIFICATIONS TO THE OWNER AND GRADING ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.

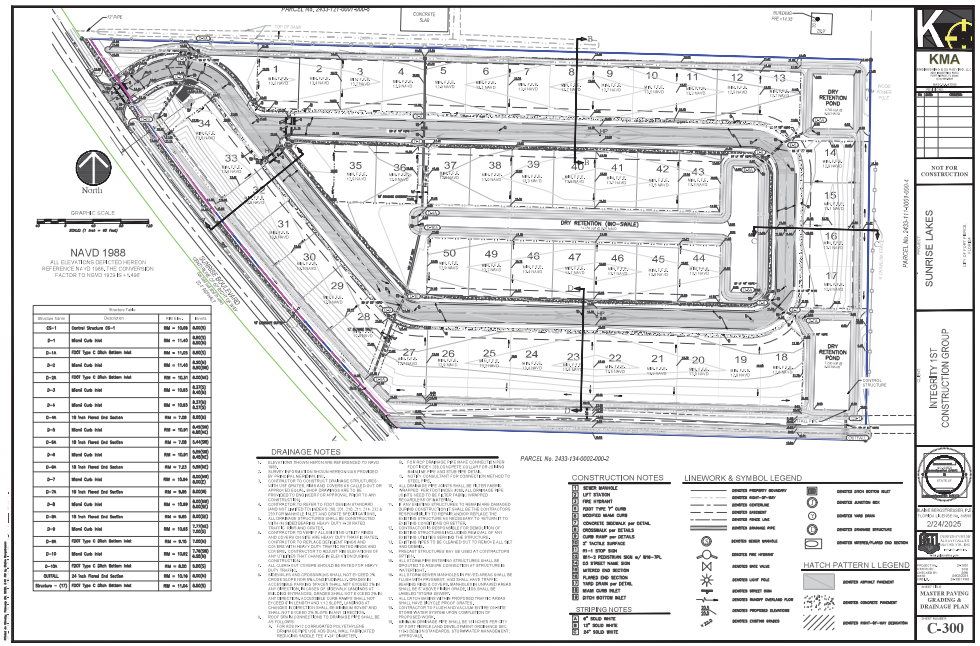
DRAINAGE SYSTEM TESTING AND INSPECTION

1. THE STORM DRAINAGE PIPING SYSTEM SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL. CONTRACTOR TO NOTIFY THE ENGINEER 3 FULL BUSINESS DAYS IN ADVANCE TO SCHEDULE INSPECTION.
2. THE CONTRACTOR SHALL MAINTAIN AND PROTECT STORM INLET, DITCH, DEBRIS, ETC. THE STORM DRAINAGE SYSTEM UNTIL FINAL ACCEPTANCE BY THE OWNER. THE CONTRACTOR SHALL REMOVE ALL DEBRIS AND SILT FROM THE SYSTEM PRIOR TO REQUESTING APPROVAL FOR CERTIFICATE OF OCCUPANCY PURPOSES. THE CONTRACTOR MAY BE REQUIRED TO RECLEAN PIPES AND INLETS AT THE CONTRACTORS EXPENSE AND PRIOR TO FINAL ACCEPTANCE.

PAVING, GRADING AND DRAINAGE

1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN COUNTY'S RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL OR COUNTY SPECIFICATIONS AND STANDARDS (LATEST EDITION) OR FDOT SPECIFICATIONS AND STANDARDS (LATEST EDITION) IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS.
2. ALL UNPAVED AREAS IN EXISTING RIGHTS-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED.
3. TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHWA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
4. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE SWALES AS NECESSARY SO THAT EVERY RAINFALL UNTIL A GRADE STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
5. ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE SODDED UNLESS INDICATED OTHERWISE ON THE LANDSCAPE PLAN.
6. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.
7. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW CUT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.
8. WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT A MINIMUM OF 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT ELEVATION AS INDICATED.
9. THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.
10. IF EXCAVATION IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE EROSION ENGINEER PRIOR TO ANY EXCAVATION.
11. STRIP TOPSOIL AND GRADING WATER FROM ALL AREAS OF THE SITE AS REQUIRED. IN SOME CASES TOPSOIL MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCAPE AREAS BUT ONLY AS DIRECTED BY THE OWNER.
12. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO FDOT STANDARDS, IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
13. ALL AREAS AND SLOPES DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SEEDED AND MULCHED AS SHOWN ON THE LANDSCAPE PLAN. ALL DISTURBED AREAS AND SLOPES SHALL BE SEEDED AND MULCHED AS SOON AS FINAL GRADING IS COMPLETED. ANY DISTURBED AREAS WITHIN THE PROJECT LIMITS THAT ARE NOT SCHEDULED FOR IMMEDIATE CONSTRUCTION SHALL BE SEEDED AND MULCHED AS SOON AS FINAL GRADING IS COMPLETED. ANY DISTURBED AREAS WITHIN THE PROJECT LIMITS THAT ARE NOT SCHEDULED FOR IMMEDIATE CONSTRUCTION SHALL BE SEEDED AND MULCHED AS S


WHITE CITY CEMETERY
ZONING: I
PARCEL No. 2433-721-0001-000-3
North
GRAPHIC SCALE
20NGS (1 inch = 40 Feet)
ZONING: RS-3
PARCEL No. 2433-134-0002-000-2
ZONING: LI
PARCEL No. 2433-711-0001-000-4
DRY RETENTION POND
DRY RETENTION (BIO-SWALE)
AMENITY AREA
20' DRAINAGE EASEMENT
N89°25'45"W
651.52'
S00°01'15"E
1153.77'
CONSTRUCTION NOTES
SEWER MANHOLE
LIFT STATION
FIRE HYDRANT
FDOT TYPE 'F' CURB
MODIFIED MIAMI CURB
CONCRETE SIDEWALK per DETAIL
CROSSWALK per DETAILS
CURB RAMP per DETAILS
2' TACTILE SURFACE
R1-1 STOP SIGN
W11-2 PEDESTRIAN SIGN w/ W16-7PL
D3 STREET NAME SIGN
MITERED END SECTION
FLARED END SECTION
YARD DRAIN per DETAIL
MIAMI CURB INLET
DITCH BOTTOM INLET
STRIPING NOTES
4" SOLID WHITE
12" SOLID WHITE
24" SOLID WHITE
LEGAL DESCRIPTION
THE SOUTH 330 FEET OF THE SOUTH 826.5 FEET OF THE EAST 660 FEET OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 19 EAST, ST. LUCIE COUNTY, FLORIDA.
LESS AND EXCEPT THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1161, PAGE 173, ST. LUCIE COUNTY PUBLIC RECORDS
DEVELOPMENT DATA
PROJECT NAME: SUNRISE LAKES
TAX PARCEL ID NOS.: 3439-443-0001-000-5
EXISTING FUTURE LAND USE: MEDIUM DENSITY RESIDENTIAL (RM)
PROPOSED FUTURE LAND USE: MEDIUM DENSITY RESIDENTIAL (RM)
EXISTING ZONING: RS-3
PROPOSED ZONING: PLANNED DEVELOPMENT ZONE (PD)
PROJECT USE: SINGLE-FAMILY RESIDENTIAL
MAXIMUM ALLOWABLE DENSITY: RS-3 = 6 DU/AC
PROPOSED DENSITY: PD = 3.81 DU/AC
OPEN SPACE CALCULATION
TOTAL AREA OF SUBJECT PARCEL: 692,692 SF 11.04 AC 100.00%
REQUIRED OPEN SPACE AREA: 155,536 SF 3.31 AC 20.00%
AREA OF WETLAND BUFFER: 0 SF 0.00 AC 0.00%
AREA OF RETENTION POND* 20,141 SF (max) 0.69 AC 6.00%
AREA OF GREEN SPACE: 63,323 SF 1.91 AC 16.88%
PROVIDED OPEN SPACE AREA: 113,464 SF 3.61 AC 22.88%
*PER SECTION 166-310(b)(3)...stormwater detention and retention facilities providing that no more than 50 percent of the overall open space requirement shall be satisfied in this manner
LAND USE BREAKDOWN
TOTAL AREA OF SUBJECT PARCEL: 692,692 SF 11.04 AC 100.00%
AREA OF ONSITE WETLAND: 0 SF 0.00 AC 0.00%
AREA OF WETLAND BUFFER: 0 SF 0.00 AC 0.00%
TOTAL DEVELOPMENT AREA: 692,692 SF 11.04 AC 100.00%
TOTAL DEVELOPMENT AREA: 692,692 SF 11.04 AC 100.00%
AREA OF PROPOSED BUILDINGS: 155,505 SF 3.57 AC 19.85%
AREA OF PROPOSED ROW IMPERVIOUS: 79,308 SF 1.82 AC 13.79%
AREA OF PROPOSED LOT IMPERVIOUS: 56,005 SF 1.29 AC 11.11%
AREA OF PROPOSED RETENTION BASE: 36,135 SF 0.83 AC 6.30%
TOTAL PROPOSED IMPERVIOUS AREA: 391,486 SF 8.99 AC 56.53%
AREA OF PROPOSED LOT PERVIOUS: 159,940 SF 3.40 AC 21.27%
AREA OF PROPOSED RETENTION BASE: 34,869 SF 0.77 AC 4.95%
AREA OF PROPOSED GREEN SPACE: 103,323 SF 3.35 AC 20.26%
TOTAL PROPOSED PERVIOUS AREA: 334,333 SF 6.39 AC 48.83%
ZONING: RS-3
MIN. LOT SIZE: 4,000 SF
MIN. LOT WIDTH: 60'
MIN. LOT DEPTH: 80'
MIN. HOME FRONTAGE: 20'
MAX. BUILDING HEIGHT: 35'
BUILDING DENSITY (1 STORY): 40'
MAX. GROSS DENSITY (DU/AC): 12 DU/AC, CUP (RU/AC PROPOSED)
MIN. SETBACKS
FRONT: 10'
SIDE (INTERIOR): 5'
SIDE (CORNER): 5'
GARAGE: 20'
REAR: 10'
CIVIL ENGINEER
KMA ENGINEERING & SURVEYING, LLC
1515 SW 30TH AVE
FORT PIERCE, FL 34946
PHONE: (772) 595-0035
OWNER/DEVELOPER
SUNRISE LAKES, LLC
P.O. BOX 93330
ROCHESTER NY 14692
NOTES
1. AIR CONDITIONER UNITS WILL HAVE A 5' SIDE SETBACK.
FLOOD ZONE
PROPERTY LIES WITHIN FLOOD ZONE "X" & "AE", ACCORDING TO THE FLOOD RATE MAP NO. 12111C0185G.
LINEWORK & SYMBOL LEGEND
EXISTING PROPERTY BOUNDARY
EXISTING RIGHT-OF-WAY
EXISTING EASEMENT
EXISTING FENCE LINE
EXISTING DRAINAGE PIPE
EXISTING SEWER MANHOLE
EXISTING FIRE HYDRANT
EXISTING GAS VALVE
EXISTING UTILITY POLE
EXISTING STREET SIGN
EXISTING DITCH BOTTOM INLET
EXISTING JUNCTION BOX
EXISTING YARD DRAIN
EXISTING DRAINAGE STRUCTURE
EXISTING MITERED/FLARED END SECTION
EXISTING PROPOSED ELEVATIONS
EXISTING CONTOUR GRADES
EXISTING DRAINAGE DIVERSION FLOW TO SWALE AND BASIN
EXISTING RUNOFF OVERLAND FLOW
PROPOSED CONTOUR GRADES
PROPOSED DRAINAGE PIPE
PROPOSED SEWER MANHOLE
PROPOSED GAS VALVE
PROPOSED UTILITY POLE
PROPOSED STREET SIGN
PROPOSED RUNOFF OVERLAND FLOW
PROPOSED PROPOSED ELEVATIONS
PROPOSED EXISTING GRADES
PROPOSED DITCH BOTTOM INLET
PROPOSED JUNCTION BOX
PROPOSED YARD DRAIN
PROPOSED DRAINAGE STRUCTURE
PROPOSED MITERED/FLARED END SECTION
KMA
NOT FOR CONSTRUCTION
SUNRISE LAKES
INTEGRITY 1ST CONSTRUCTION GROUP
2/24/2025
SITE PLAN
C-200


PARCEL No. 2433-721-0001-000-3
PARCEL No. 2433-134-0002-000-2
North
GRAPHIC SCALE
20NGS (1 inch = 40 Feet)
NAVD 1988
ALL ELEVATIONS SHOWN HEREON REFERENCE NAVD 1988, THE CONVERSION FACTOR TO NGVD 1929 IS -1.456'
DRY RETENTION (BIO-SWALE)
DRY RETENTION POND
DRAINAGE NOTES
CONSTRUCTION NOTES
LINEWORK & SYMBOL LEGEND
HATCH PATTERN L LEGEND
STRIPING NOTES
4" SOLID WHITE
12" SOLID WHITE
24" SOLID WHITE
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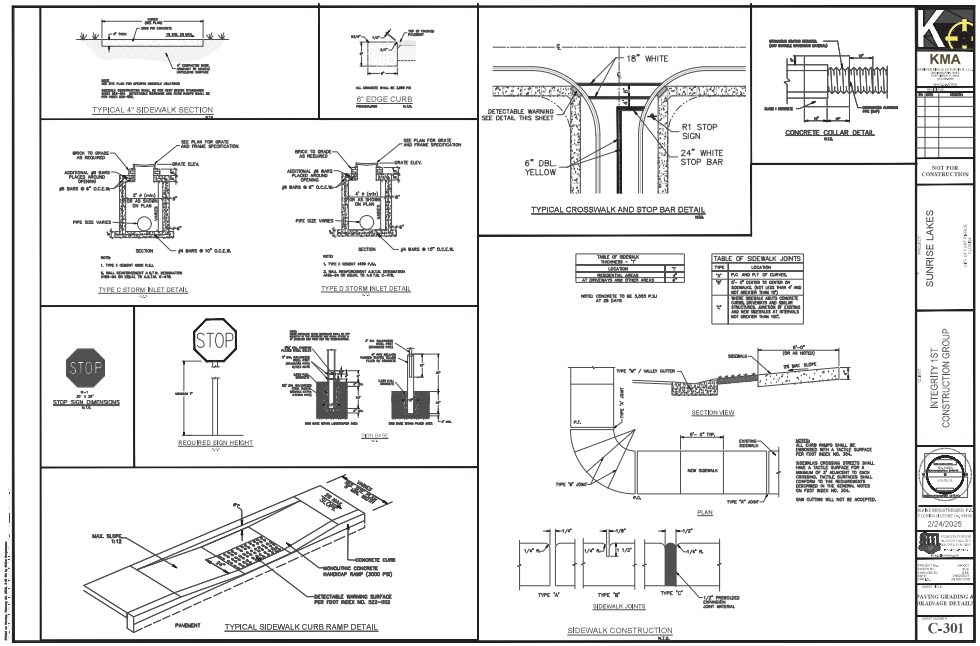
SUNRISE LAKES
INTEGRITY 1ST CONSTRUCTION GROUP
2/24/2025
MASTER PAVING GRADING & DRAINAGE PLAN
C-300



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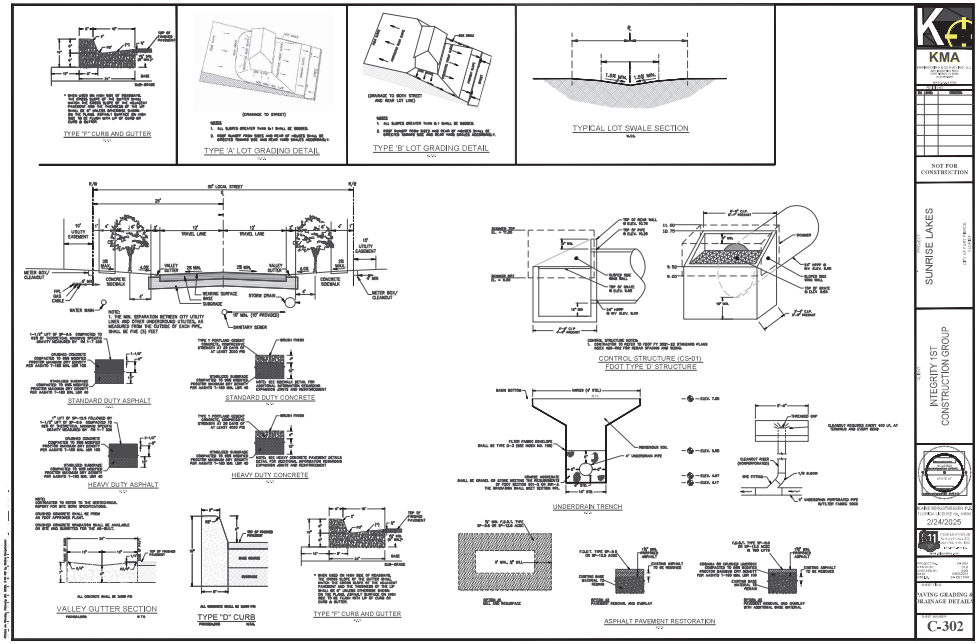
SUNRISE LAKES

INTEGRITY 1ST CONSTRUCTION GROUP

2/24/2025

PAVING GRADING & DRAINAGE DETAILS

C-301



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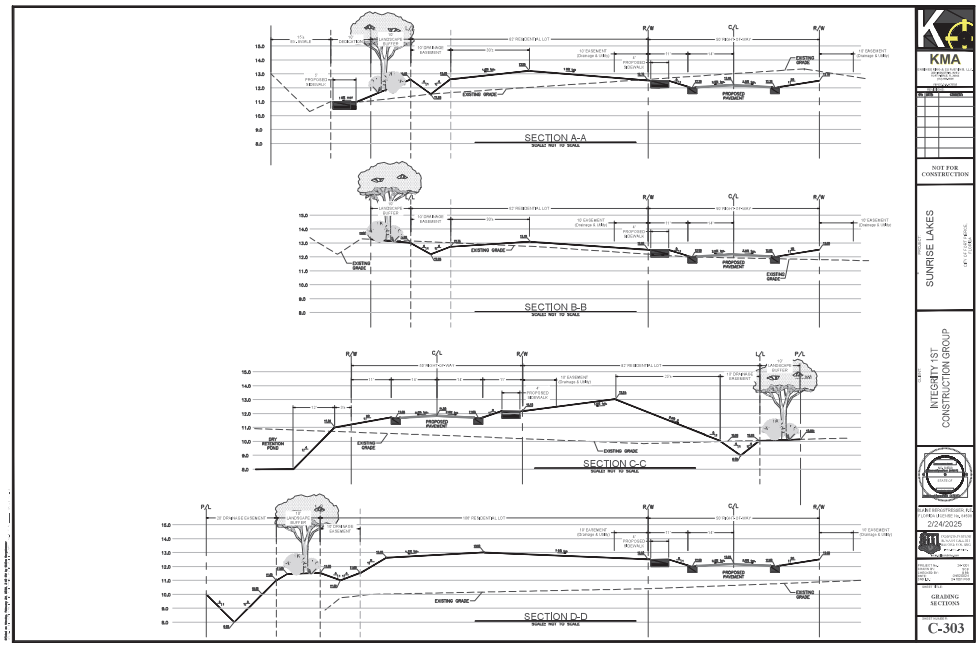
SUNRISE LAKES

INTEGRITY 1ST CONSTRUCTION GROUP

2/24/2025

PAVING GRADING & DRAINAGE DETAILS

C-302



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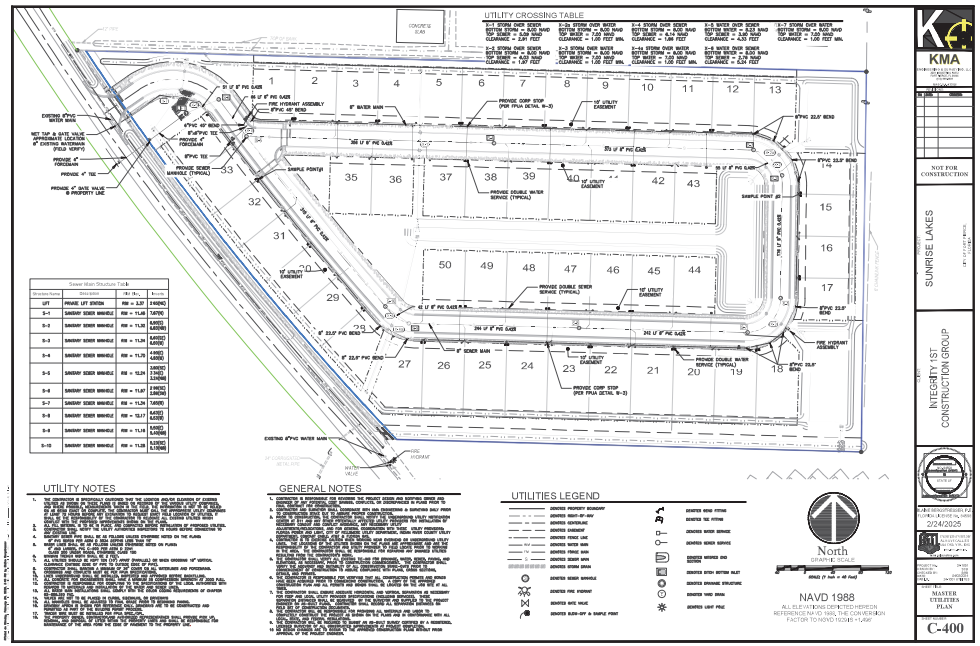
INTEGRITY 1ST CONSTRUCTION GROUP

2/24/2025

GRADING SECTIONS

C-303



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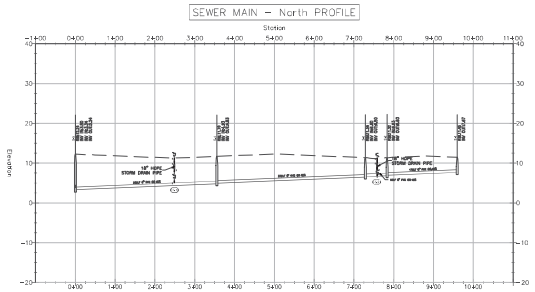
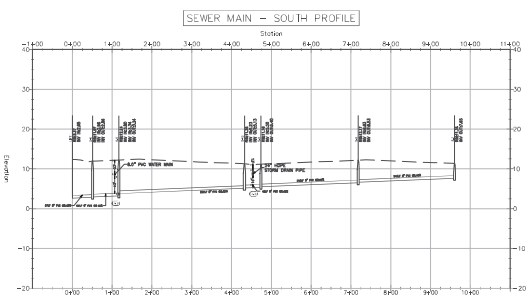
INTEGRITY 1ST CONSTRUCTION GROUP

2/24/2025

MASTER UTILITIES PLAN

C-400





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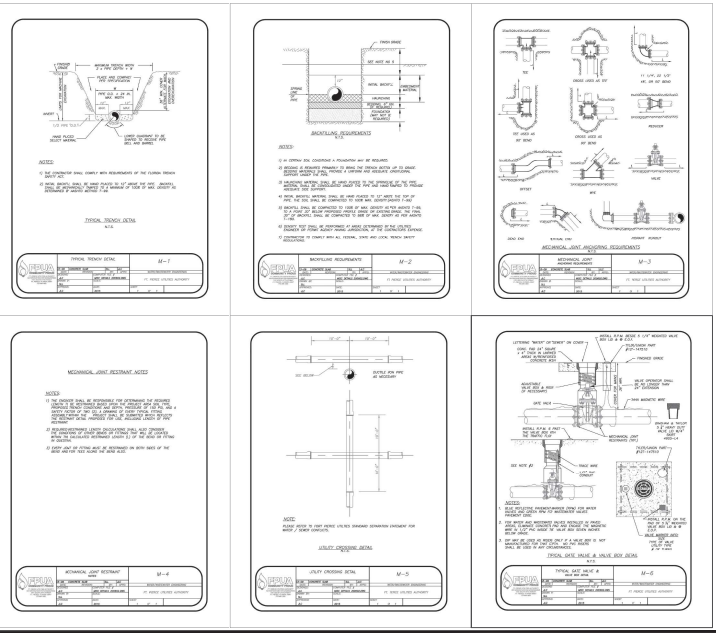
SUNRISE LAKES

INTEGRITY 1ST CONSTRUCTION GROUP

2/24/2025

SEWER PROFILES

C-401



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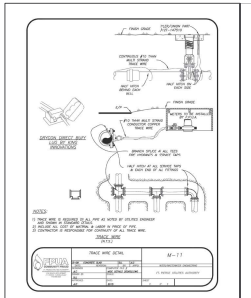
SUNRISE LAKES

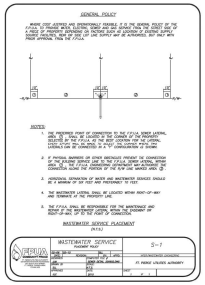
INTEGRITY 1ST CONSTRUCTION GROUP

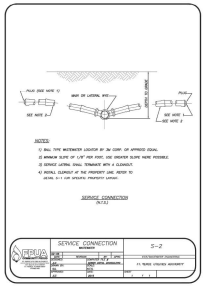
2/24/2025

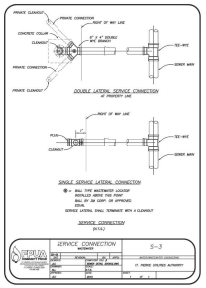
FPLA DETAILS-21

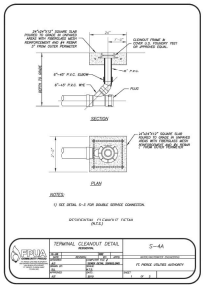
C-500

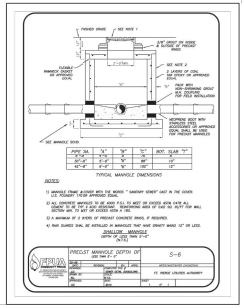












KMA

NOT FOR CONSTRUCTION

PROJECT
SUNRISE LAKES

LOT 27 LOT 27 PHASE 1

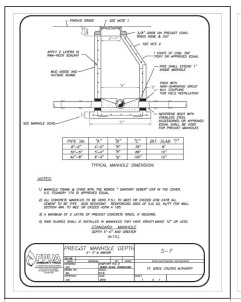
AUTH
INTEGRITY 1ST CONSTRUCTION GROUP

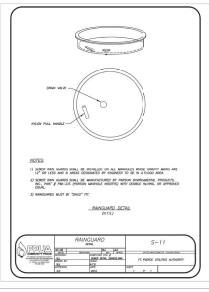
2/24/2025

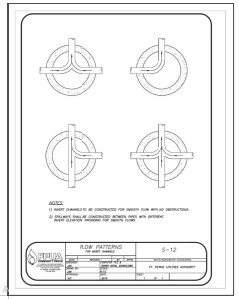
PROJECT No. 24-020
DRAWN BY: JC
CHECKED BY: JC

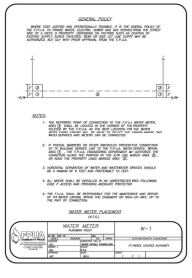
SHEET TITLE
PVPLA DETAILS-02

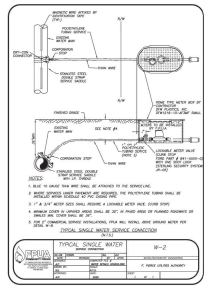
SHEET NUMBER
C-501

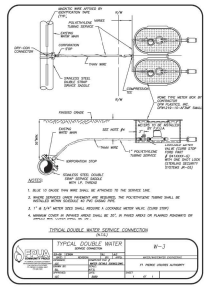












KMA

NOT FOR CONSTRUCTION

PROJECT
SUNRISE LAKES

LOT 27 LOT 27 PHASE 1

AUTH
INTEGRITY 1ST CONSTRUCTION GROUP

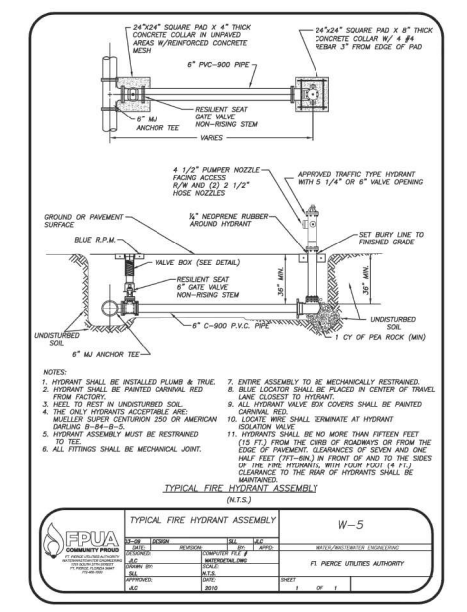
2/24/2025

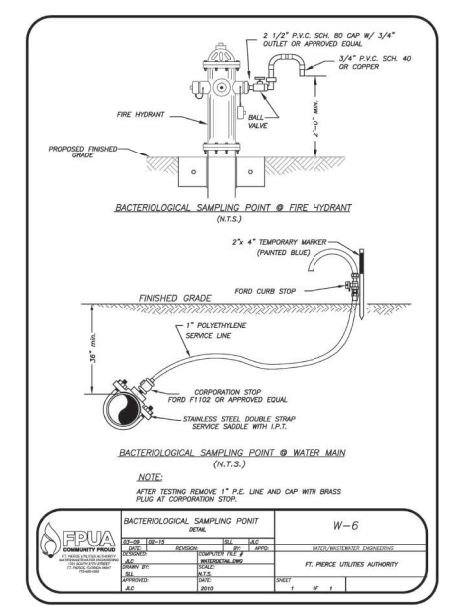
PROJECT No. 24-020
DRAWN BY: JC
CHECKED BY: JC

SHEET TITLE
PVPLA DETAILS-03

SHEET NUMBER
C-502

SHEET C-503 — FPUA DETAILS-04





FORT PIERCE UTILITIES AUTHORITY

WATER DISTRIBUTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. WATER MAINS WHERE SPECIFIED AS POLYVINYL CHLORIDE (PVC) SHALL CONFORM TO AWWA C-900 OR C-905, PRESSURE CLASS 150, DR (18). WATER MAINS WHERE SPECIFIED AS POLYETHYLENE (PE) SHALL CONFORM TO AWWA C-901 OR C-906, STANDARD CODE DESIGNATION PE3408, PIPE CLASS 200, DIMENSION RATIO (DR) 17 FOR DIRECT BURY, (DR) 11 FOR DIRECTIONAL BORING, AND (DR) 9 FOR 2 INCH AND SMALLER PIPELINES.
3. WATER MAIN, WHERE SPECIFIED AS DUCTILE IRON PIPE , SHALL CONFORM TO ANSI/AWWA C151/A21.51 AND SHALL BE PRESSURE CLASS 250 (MINIMUM).
4. POLYVINYL CHLORIDE WATER MAIN SHALL BE BLUE IN COLOR OR WHITE IN COLOR WITH BLUE STRIPES. THE USE OF IDENTIFICATION TAPE ATTACHED TO THE TOP OF THE PIPE MAY BE USED IN LIEU OF MARKING ON THE PIPE, ALSO DIP PIPE SHALL REQUIRE THE USE OF IDENTIFICATION TAPE AND THHN WIRE.
5. FITTINGS SHALL BE DUCTILE IRON CONFORMING TO ANSI/AWWA C-110/A21.10, CLASS 250 MIN., CEMENT LINED AND FACTORY COATED
6. GATE VALVES SHALL BE MUELLER RESILIENT SEAT, KENNDY KEN-SEAL, AMERICAN OR APPROVED EQUAL. VALVES SHALL CONFOPM TO AWWA C-509.
7. WATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY, COUNTY, FDOT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTON REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
8. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE FPUA ENGNEER AND CITY/COUNTY/FDOT ENGINEER.
9. THE CONTRACTOR SHALL NOTIFY FPUA ENGINEERING AND CITY/COUNTY/FDOT ENGINEERING 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
10. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, FPUA, AND CITY/COUNTY/FDOT ENGINEER SHALL BE MANDATORY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
11. TRAFFIC CONTROL, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF OF TRANSPORTATION STANDARDS AND APPROVED BY THE CITY ENGINEER.
12. MINIMUM COVER SHALL BE 36 INCHES EXCEPT AS APPROVED BY THE UTILITES ENGINEER AND CITY/COUNTY/FDOT ENGINEER. PIPES WITH COVER LESS THAN 30 INCHES SHALL BE CONSTRUCTED OF DUCTILE IRON OR IN PVC CASING.
13. DISTURBED AREAS SHALL BE RESTORED IN CONFORMANCE WITH THE APPLICABLE GOVERNING AGENCY REQUIREMENTS.
14. EXISTING UTILITIES AND DRAINAGE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY THE CONTRACTOR.
15. WATER MAINS SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE APPLICABLE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AWWA C-651 FOR DISINFECTION.

WATER DISTRIBUTION — G-1 NOTES — FT. PIERCE UTILITIES AUTHORITY — SHEET 1 OF 2 — DATE: 2010 — SCALE: N.T.S.

FORT PIERCE UTILITIES AUTHORITY WASTEWATER CONSTRUCTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. GRAVITY SEWER MAIN SHALL BE POLYVINYL CHLORIDE SDR-26, GREEN OR WHITE IN COLOR, GRAVITY SEWER MAIN SHALL HAVE LOCATOR TAPE WITH "SEWER" MARKED ON TAPE AND SHALL CONFORM TO ASTM D-3034.
3. THE MANHOLE BASE SHALL BE SET ON A FIRM, DRY AND STABLE OR COMPACTED BASE FOUNDATION. IF NECESSARY, THE CONTRACTOR SHALL UTILIZE ROCK TO PROVIDE A FIRM AND SUITABLE MANHOLE BASE FOUNDATION.
4. WASTEWATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY ENGINEERING DEPARTMENT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THEN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
5. A 1% MINIMUM SLOPE SHALL BE MAINTAINED ON ALL SANITARY SERVICE LATERALS.
6. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER CONSISITING OF PIPE SIZES, LOCATION OF SERVICE TEE WYES, DIAMETER OF SERVICES, LOCATION OF ANY FITTINGS, FINAL RIM AND INVERT ELEVATION OF ALL MANHOLES AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT.
7. MAINTAIN SIX FEET AND PREFERABLY 10 FEET HORIZONTAL DISTANCE BETWEEN WATER MAINS AND SEWER MAINS AS A MINIMUM.
8. WASTEWATER FORCE MAINS, WASTEWATER COLLECTION LINES, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. A MINIMUM VERTICAL DISTANCE OF 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE SHALL BE PROVIDED WHENEVER POSSIBLE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER PIPE JOINTS ARE EQUIDISTANCE FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
9. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, AND FPUA/CITY COUNTY/FDOT SHALL BE MANDATORY PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
10. NO FIELD CHANGES OR DEVIATIONS FORM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL FPUA/CITY/COUNTY/FDOT ENGINEER.
11. TRAFFIC CONTROL, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
12. CONTRACTOR SHALL NOTIFY FORT PIERCE UTILITIES AUTHORITY 48 HOURS PRIOR TO COMMMENCING CONSTRUCTION.
13. WASTEWATER FORCE MAIN SHALL BE POLYVINYL CHLORIDE CONFORMING TO AWWA C-900, AND SHALL BE CLASS 150, DR-18.
14. WASTEWATER FORCE MAIN SHALL BE GREEN IN COLOR.
15. FITTINGS SHALL BE DUCTILE IRON, CONFORMING TO ANSI/AWWA C-111/A21.10 CLASS 250 MIN. AND INTERIOR EPOXY COATED.
16. WASTEWATER FORCE MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN WIRE (GREEN IN COLOR) PERMANENTLY ATTACHED TO THE TOP OF THE FORCE MAIN WITH LOCATOR TAPE MARKED "SEWER" ON TAPE IN ACCORDANCE WITH FPUA SPECIFICATIONS.
17. MINIMUM COVER SHALL BE 36 INCHES, PIPES WITH COVER LESS THAN 30 INCHES SHALL REQUIRE PRIOR APPROVAL OF THE UTILITES ENGINEER AND SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE.
18. EACH SERVICE LATERAL WILL BE MARKED WITH A LOCATOR BALL AS MANUFACTURED BY 3M CORPORATION, OR APPROVED EQUAL AS REQUIRED BY FPUA ENGINEER.
19. ALL MANHOLES SHALL HAVE SEWER RAIN GUARDS INSTALLED AS REQURED BY FPUA ENGINEER.
20. THE CONTRACTOR SHALL COMPLY WITH THE FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

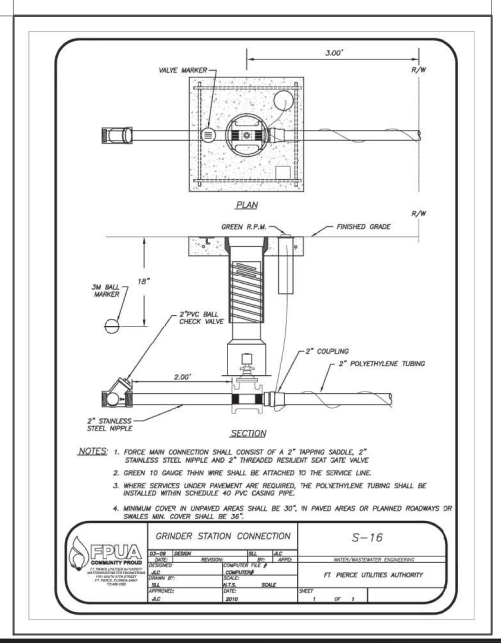
WASTEWATER CONSTRUCTION NOTES FPUA REQUIREMENTS — G-2 CONSTRUCTION NOTES — FT. PIERCE UTILITIES AUTHORITY — SHEET 1 OF 1 — DATE: 2010 — SCALE: N.T.S.

STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS

1. SANITARY SEWER, FORCE MAINS, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. [illegible]

[illegible]

STANDARD SEPARATION STATEMENT FOR WATER/SEWER CONFLICT — G-3 WATER/SEWER CONFLICT — FT. PIERCE UTILITIES AUTHORITY — SHEET 1 OF 1



KMA ENGINEERING & SURVEYING, LLC

NOT FOR CONSTRUCTION

PROJECT: SUNRISE LAKES — CITY OF FORT PIERCE, FLORIDA

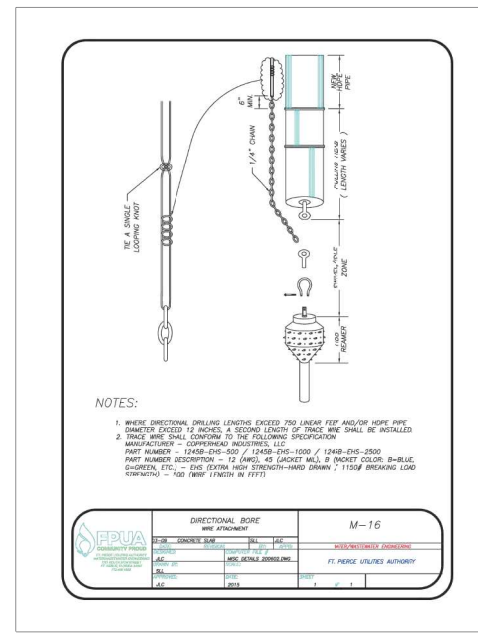
CLIENT: INTEGRITY 1ST CONSTRUCTION GROUP

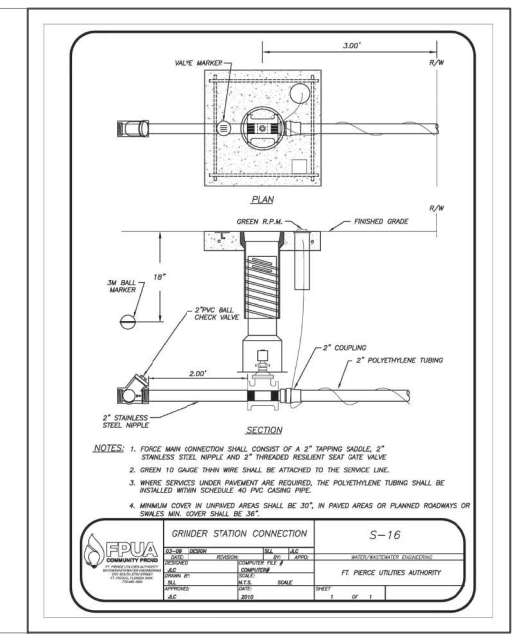
BLAINE BERGSTRESSER, P.E. FLORIDA LICENSE No. 84598 — 2/24/2025

SHEET TITLE: FPUA DETAILS-04

SHEET NUMBER: C-503

SHEET C-504 — FPUA DETAILS-05





KMA ENGINEERING & SURVEYING, LLC

NOT FOR CONSTRUCTION

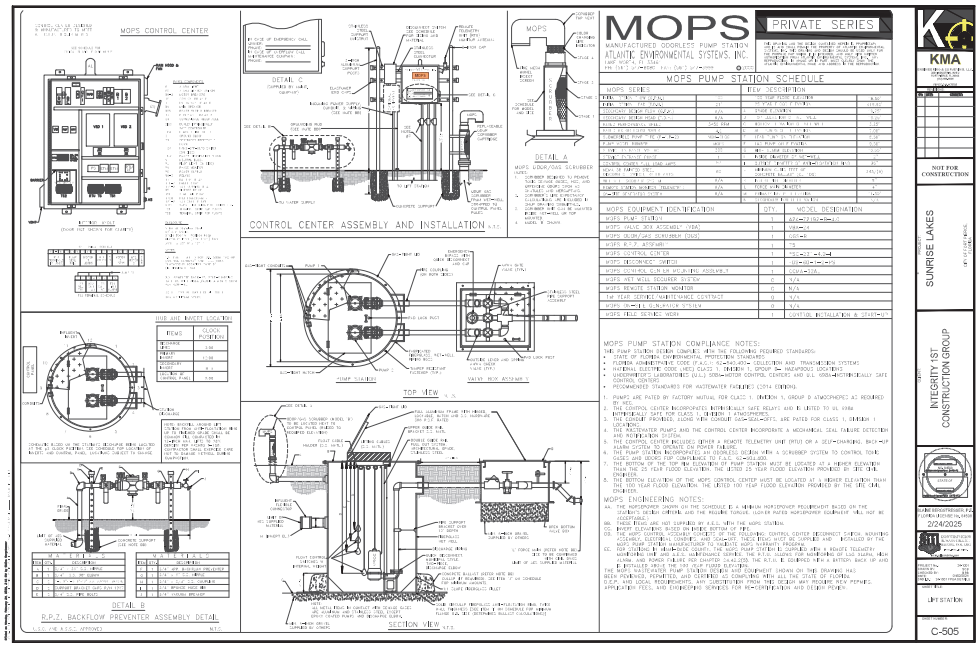
PROJECT: SUNRISE LAKES — CITY OF FORT PIERCE, FLORIDA

CLIENT: INTEGRITY 1ST CONSTRUCTION GROUP

BLAINE BERGSTRESSER, P.E. FLORIDA LICENSE No. 84598 — 2/24/2025

SHEET TITLE: FPUA DETAILS-05

SHEET NUMBER: C-504



KMA

NOT FOR CONSTRUCTION

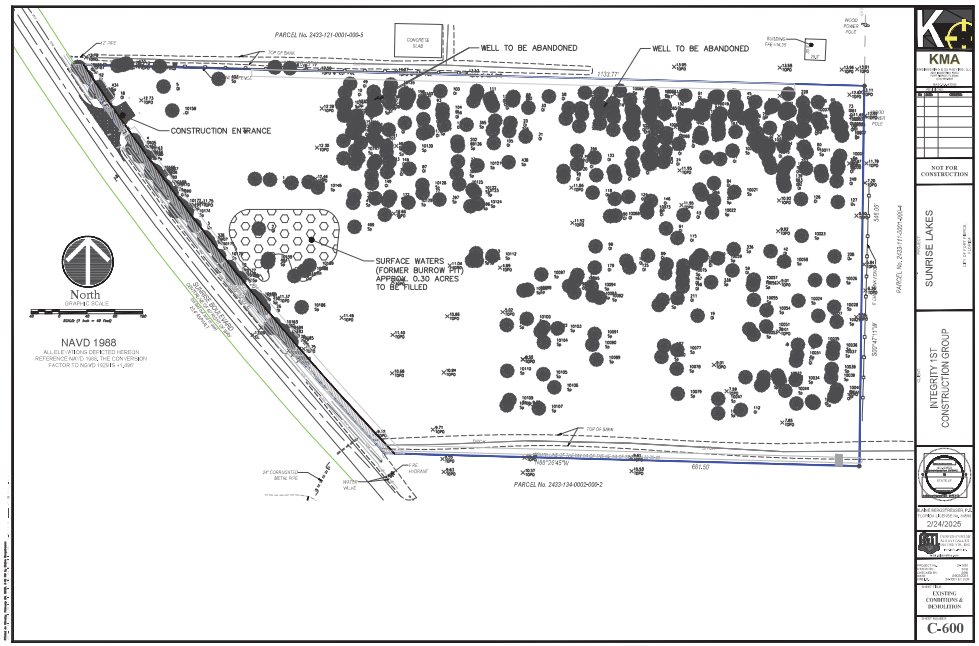
SUNRISE LAKES

INTEGRITY 1ST CONSTRUCTION GROUP

2/24/2025

LIFT STATION

C-505



KMA

NOT FOR CONSTRUCTION

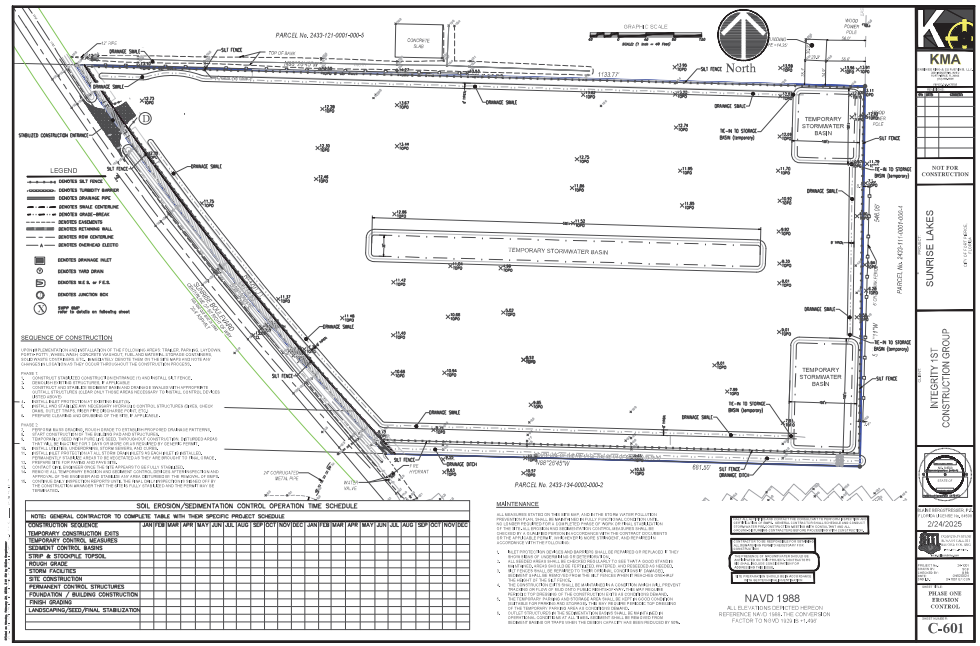
SUNRISE LAKES

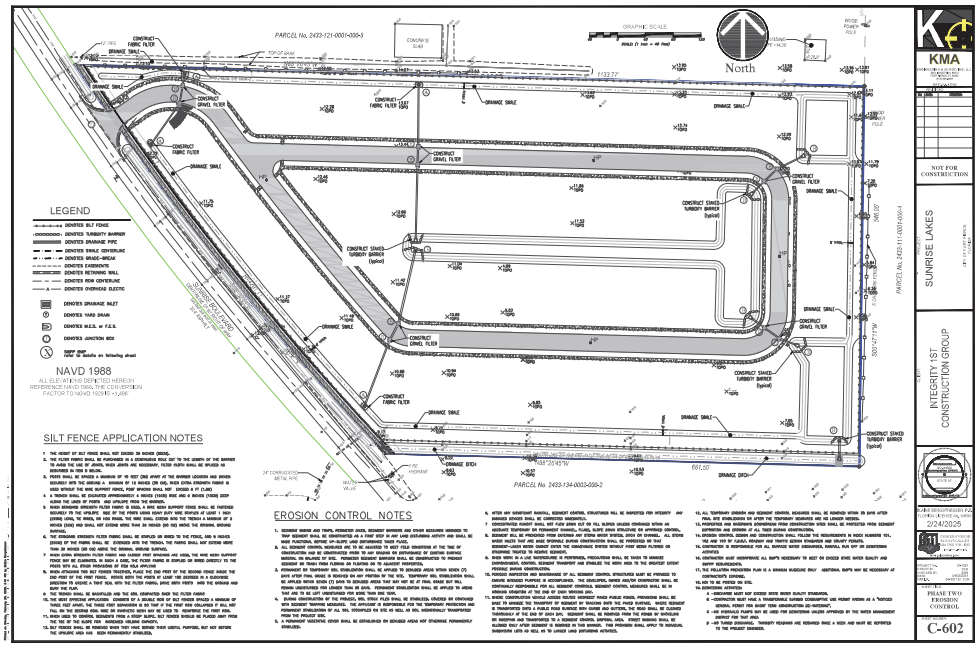
INTEGRITY 1ST CONSTRUCTION GROUP

2/24/2025

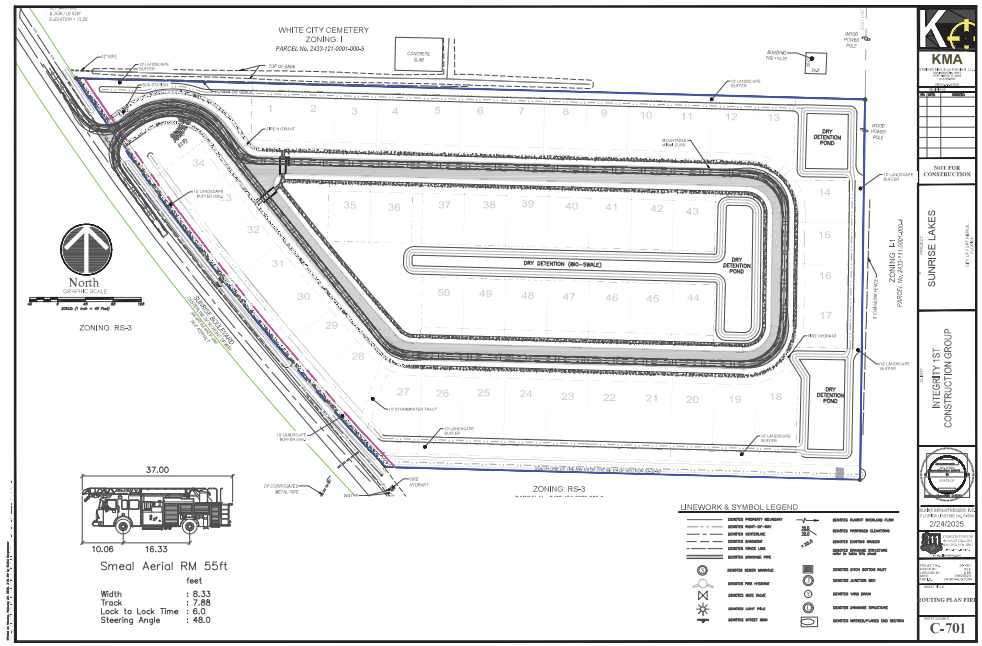
EXISTING CONDITIONS & INCREMENTS

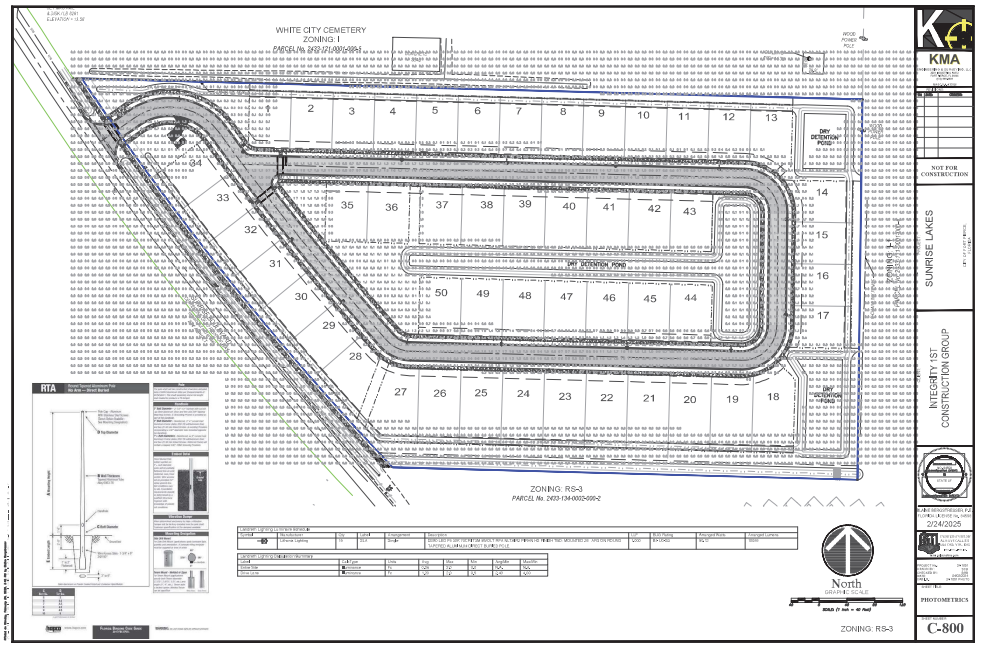
C-600


PARCEL No. 2433-121-0001-000-5
PARCEL No. 2433-134-0002-000-2
PARCEL No. 2433-111-0001-000-4
GRAPHIC SCALE
1" = 100'
North
LEGEND
DENOTES SILT FENCE
DENOTES TURBIDITY BARRIER
DENOTES DRAINAGE PIPE
DENOTES SWALE CENTERLINE
DENOTES GRADE-BREAK
DENOTES EASEMENTS
DENOTES RETAINING WALL
DENOTES ROW CENTERLINE
DENOTES OVERHEAD ELECTRIC
DENOTES DRAINAGE INLET
DENOTES YARD DRAIN
DENOTES M.E.S. or F.E.S.
DENOTES JUNCTION BOX
SEE SHEET NO. 2
REFER TO details on following sheet
STABILIZED CONSTRUCTION ENTRANCE
TEMPORARY STORMWATER BASIN
TEMPORARY STORMWATER BASIN (temporary)
TE-IN TO STORAGE BASIN (temporary)
SILT FENCE
DRAINAGE SWALE
DRAINAGE DITCH
24" CORRUGATED METAL PIPE
WATER VALVE
HYDRANT
SEQUENCE OF CONSTRUCTION
PHASE 1
PHASE 2
MAINTENANCE
NAVD 1988
ALL ELEVATIONS DEPICTED HEREON
REFERENCE NAVD 1988, THE CONVERSION
FACTOR TO NGVD 1929 IS +1.266
SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE
NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE
CONSTRUCTION SEQUENCE
JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
TEMPORARY CONSTRUCTION EXITS
TEMPORARY CONTROL MEASURES
SEDIMENT CONTROL BASINS
STRIP & STOCKPILE TOPSOIL
ROUGH GRADE
STORM FACILITIES
SITE CONSTRUCTION
PERMANENT CONTROL STRUCTURES
FOUNDATION / BUILDING CONSTRUCTION
FINISH GRADING
LANDSCAPING/SEED/FINAL STABILIZATION
KMA
NOT FOR CONSTRUCTION
SUNRISE LAKES
INTEGRITY 1ST CONSTRUCTION GROUP
2/24/2025
PHASE ONE EROSION CONTROL
C-601


PARCEL No. 2433-121-0001-000-5
PARCEL No. 2423-134-0003-000-2
PARCEL No. 2433-111-0001-000-4
GRAPHIC SCALE
1" = 100'
North
LEGEND
DENOTES SILT FENCE
DENOTES TURBIDITY BARRIER
DENOTES DRAINAGE PIPE
DENOTES SWALE CENTERLINE
DENOTES GRADE-BREAK
DENOTES EASEMENTS
DENOTES RETAINING WALL
DENOTES ROW CENTERLINE
DENOTES OVERHEAD ELECTRIC
DENOTES DRAINAGE INLET
DENOTES YARD DRAIN
DENOTES M.E.S. or F.E.S.
DENOTES JUNCTION BOX
SEE SHEET NO. 2
REFER TO details on following sheet
CONSTRUCT FABRIC FILTER
CONSTRUCT GRAVEL FILTER
CONSTRUCT STAKED TURBIDITY BARRIER (typical)
CONSTRUCT STAKED TURBIDITY BARRIER (option)
CONSTRUCT LONGL FILTER
DRAINAGE SWALE
DRAINAGE DITCH
24" CORRUGATED METAL PIPE
WATER VALVE
HYDRANT
NAVD 1988
ALL ELEVATIONS DEPICTED HEREON
REFERENCE NAVD 1988, THE CONVERSION
FACTOR TO NGVD 1929 IS +1.266
SILT FENCE APPLICATION NOTES
EROSION CONTROL NOTES
KMA
NOT FOR CONSTRUCTION
SUNRISE LAKES
INTEGRITY 1ST CONSTRUCTION GROUP
2/24/2025
PHASE TWO EROSION CONTROL
C-602

Section 1	Project Name and Section Information	**SUNRISE LAKES** **PHASE 3 AREA 3B** **FL Permit: PA/02-50002**
Section 2	Contain the name of the construction activity	**Construction activities consist of the development of a PUD on approximately seventy (70) undeveloped acres located in the City of Port St. Lucie, Florida.**
Section 3	Describe the intended sequence of major soil disturbing activities	• INSTALL SILT FENCE AND OTHER BEST MANAGEMENT PRACTICES • CLEARING AND GRUBBING • CONSTRUCTION OF STORMWATER MANAGEMENT AREAS AND EROSION CONTROL FEATURES • INSTALLATION OF UTILITIES (WATER, SEWER, TELEPHONE, CABLE TV, ELECTRIC, AND GAS) • ROUGH GRADING • CONSTRUCTION OF ROADWAYS AND CURBING • FINE GRADING AND LANDSCAPING
Section 4	Total area of the site	**70.04 AC**
Section 5	Total area of the site to be disturbed	**70.04 AC**
Section 6	Existing soils describing the soil materials of any construction discharge from the site	**The soils on site are mainly sand, consisting of Immokalee and Pineloch, Wabasso and Immokalee series**
Section 7	Estimate the drainage area for each discharge point	**70.04 AC**
Section 8	Latitude and longitude of each discharge point and identify the receiving water or MS4 to which discharge point	LAT: 27°20'18" LONG: 80°21'41" Discharge storage area/basins to ultimately flow to C-24 canal.
Section 9	Give a detailed description of all controls, best management practices (BMP), and activities that will be implemented at the construction site for each activity identified in the intended sequence of major soil disturbing activities. Controls must be described for each stage of the project from initiation of construction to final stabilization. Include a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation. Include a description of structural practices that will be implemented to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Include a description of construction and waste materials expected to be stored on-site with controls designed to minimize the discharge of pollutants from these materials. Include a description of controls to be implemented at the construction site to minimize the discharge of pollutants in stormwater after construction operations have been completed. Include a description of interim measures that will be used during temporary stabilization (e.g., mulching, vegetative buffer strips, phasing of construction operations, etc.). Describe the measures that will be installed during the construction process to control pollutants in stormwater discharges that will occur after construction operations have been completed. Examples include stormwater detention structures (e.g., wet ponds) and velocity dissipation devices (e.g., check dams, sediment basins, slope stabilization). Site plans should ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized. Appropriate measures for minimizing surface water volumes and peak flow rates include the preservation of natural drainage features, the use of detention basins, and the reduction of impervious surfaces. To the degree attainable, the discharge of pollutants in stormwater after construction operations have been completed should be minimized and controlled to not exceed applicable State or local water quality standards, and be consistent with the municipality's NPDES permit where discharging to a municipal storm sewer.	TYPE I A. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. B. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. C. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. D. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. E. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. F. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. G. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. H. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. I. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. J. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. K. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. L. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. M. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. N. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. O. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. P. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. Q. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. R. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. S. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. T. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. U. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. V. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. W. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. X. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. Y. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. Z. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED.
Section 10	Describe all temporary and permanent stabilization practices. Temporary practices include temporary seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, and other appropriate measures. Permanent practices include sodding, planting of trees, shrubs, vines, grasses, and ground covers, and other appropriate measures. A description of the timing of implementation of these practices should be included.	TEMPORARY SEEDING AND MULCHING SHALL BE USED ON ALL DISTURBED AREAS WHERE CONSTRUCTION ACTIVITY HAS CEASED AND FINAL GRADE HAS NOT BEEN REACHED WITHIN 14 DAYS. PERMANENT SEEDING AND MULCHING SHALL BE USED ON ALL DISTURBED AREAS WHERE CONSTRUCTION ACTIVITY HAS CEASED AND FINAL GRADE HAS BEEN REACHED WITHIN 7 DAYS. SOD SHALL BE PLACED ON ALL DISTURBED AREAS WITHIN 7 DAYS AFTER FINAL GRADE IS REACHED. SOD SHALL BE PLACED ON ALL SLOPES GREATER THAN OR EQUAL TO 3:1.
Section 11	Describe all structural controls to be implemented at the site. Where possible, structural measures should be initiated prior to any disturbance. Structural controls include, but are not limited to, silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection measures, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. Describe how the structure will be used to control pollutants in stormwater after construction operations have been completed. Examples include stormwater detention structures (e.g., wet ponds) and velocity dissipation devices (e.g., check dams, sediment basins, slope stabilization). Site plans should ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized. Appropriate measures for minimizing surface water volumes and peak flow rates include the preservation of natural drainage features, the use of detention basins, and the reduction of impervious surfaces. To the degree attainable, the discharge of pollutants in stormwater after construction operations have been completed should be minimized and controlled to not exceed applicable State or local water quality standards, and be consistent with the municipality's NPDES permit where discharging to a municipal storm sewer.	SILT FENCE SHALL BE INSTALLED AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED.


WHITE CITY CEMETERY
ZONING: I
PARCEL No. 2423-721-0001-000-5
DRY DETENTION POND
DRY DETENTION (BIO-SWALE)
ZONING: RS-3
ZONING: I-1
PARCEL No. 2423-711-0001-000-4
North
GRAPHIC SCALE
1 inch = 40 ft
37.00
10.06
16.33
Smeal Aerial RM 55ft
feet
Width : 8.33
Track : 7.88
Lock to Lock Time : 6.0
Steering Angle : 48.0
LINEWORK & SYMBOL LEGEND
KMA
NOT FOR CONSTRUCTION
SUNRISE LAKES
INTEGRITY 1ST CONSTRUCTION GROUP
2/24/2025
ROUTING PLAN FIRE
C-701


WHITE CITY CEMETERY
ZONING: I
PARCEL No. 2423-721-0001-000-5
DRY DETENTION POND
ZONING: RS-3
PARCEL No. 2423-134-0002-000-2
North
GRAPHIC SCALE
1 inch = 40 ft
KMA
NOT FOR CONSTRUCTION
SUNRISE LAKES
INTEGRITY 1ST CONSTRUCTION GROUP
2/24/2025
PHOTOMETRICS
C-800

Kimley»Horn

To: Kori Benton, AICP
Planning Manager
St. Lucie County Planning & Development Services

From: Alex Memering, P.E.
Kimley-Horn and Associates, Inc. ARM

Date: March 11, 2025

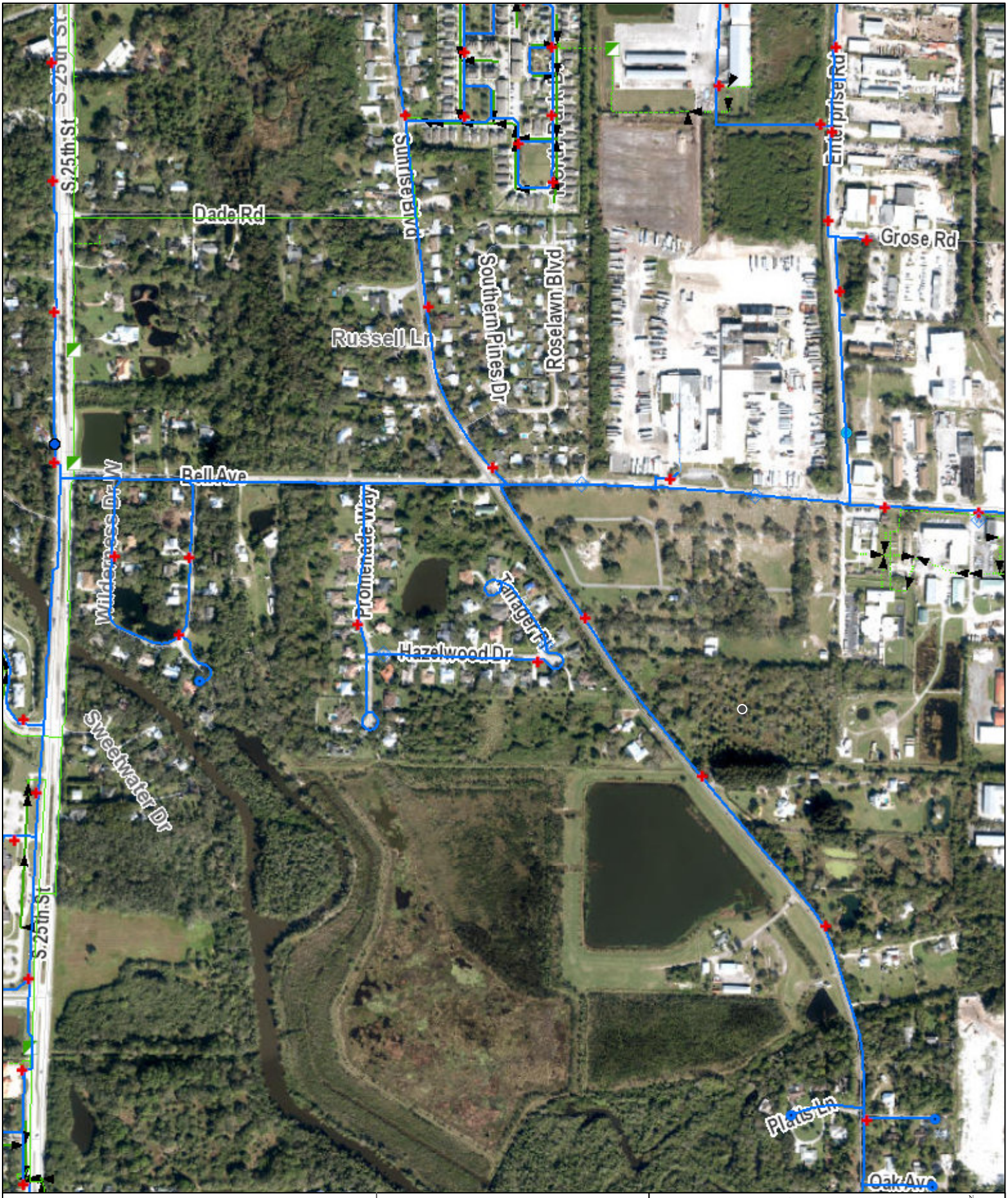
Re: **Integrity First**
Final Review Traffic Impact Study

Kimley-Horn has reviewed the traffic impact study (dated January 23, 2025) prepared by Traffic & Mobility Consultants. related to the above-mentioned project. The project consists of a 50 single-family detached dwelling unit (ITE LUC 210) and is located on Sunrise Boulevard, south of Bell Avenue.

It is anticipated that the proposed trip generation potential for the site is as follows: 40 (10 entering /30 exiting) AM peak hour trips and 52 (33 entering /19 exiting) PM peak hour trips.

The analysis shows study area roadway segments and intersections will operate acceptably upon buildout except for the roadway segment of Oleander Road from Bell Avenue to Farmers Market Road which operates with and failing LOS during existing traffic conditions. Ingress turn lanes are not warranted at the proposed driveway connection. Buildout deficiencies are not anticipated due to project traffic.

Thank you for the opportunity to assist the St. Lucie County in reviewing this project. Please contact us if you have any questions or need additional information.



Legend

- Electric Primary Wire
- Transmission Wire
- Gas Main
- Fiber Optic Cable
- Potable Water Main
- Raw Water Main
- Wastewater Force Main
- WW Gravity Main
- Pole
- Fuse

Transformers
- Overhead
- Pad Mount

Valves
- Gas
- Water
- Raw Water
- Waste Water

- Fire Hydrant
- Well
- Lift Station

Disclaimer:

The data contained herein is offered "as is", with no claim or warranty as to its accuracy or completeness. The data is for reference only and should not be considered to be of survey precision. Due to formatting restrictions, the information provided in the map may not be represented in the legend.

811 Know what's below. Call before you dig.

Date: 3/25/2024

FPUA COMMUNITY PROUD

N

1 inch = 700 feet

FPUA Web Map

Created By:
Name

(772) 466-1600
FAX (772) 461-1938

KMA
ENGINEERING & SURVEYING

Sunrise Lakes

STORMWATER MAINTENANCE PLAN

AND SEDIMENTATION AND EROSION CONTROL PLAN

I. Project Description

The project consists of fifty (50) single family lots and an amenity center,. The project is served by a stormwater management system that provides stormwater attenuation and water quality pretreatment in accordance with City of Fort Pierce requirements.

The system contains the following features:

Storm Sewer
Stormwater Inlets
Dry Detention Ponds

II. Sedimentation and Erosion Control Measures

A silt fence shall be constructed around the perimeter of the construction areas before construction commences, as shown on the plans. Refer to the Florida Sediment and Erosion Control Manual, latest edition for requirements. Sedimentation and erosion control measures shall be monitored continuously and maintained as necessary.

During periods of dry weather and windy conditions, wind erosion can be a problem in areas that have not been stabilized. When these conditions occur, the soil shall be wetted down as necessary.

III. Pre-construction Meeting and Construction Monitoring Requirements

A pre-construction meeting will be held between the contractor, County inspector and KMA Engineering & Surveying representatives prior to release of the plans. Construction monitoring requirements will be reviewed at the meeting and are specified on the Paving and Drainage Plan (Construction Field Observations)

IV. Release into Service

Prior to release into service, the stormwater system shall be certified by the engineer-of-record, including the submittal of as-built drawings. The following items, at a minimum, will be required:

1. Remove any debris and vegetation in the storm sewer system.
2. After clean-up and stabilization of grassed area, all sedimentation and erosion control temporary measures, such as filter cloth at inlet grates, silt fences, turbidity barriers, hay bales, etc., shall be removed.
3. Removal of all nuisance exotic vegetation.
4. Permanent stabilization of all lake banks, swales, etc.

V. Operation & Maintenance

Sunrise Lakes Homeowners Assocaition shall be responsible for the implementation of the Stormwater Maintenance Plan including all catch basins, pipes, and retention pond areas. Maintenance shall occur on a regular basis, monthly or quarterly, and after any severe rainfall events, and shall consist of the following:

1. All silt, debris, and vegetation shall be removed from all catch basins and pipes.

2. Any deterioration to the structures shall be repaired promptly.
3. No chemicals, oils, greases, or similar wastes shall come in to contact with the stormwater management system. This could result in clogging of the soil in the retention pond areas.
4. No grass clippings shall be disposed of in the system. This will cause clogging of the system and will create ideal conditions for breeding mosquitoes.
5. Inspect the discharge pipes at least once per year to ensure the system is functioning properly.
6. Silt in culverts and inlets shall be removed at least every six months and no less than once a year in order to prevent clogging of the storm pipe and inlets.
7. All nuisance exotic vegetation shall be removed on a monthly basis. All re-growth shall be removed effectively.
8. No fertilizer is to be applied to the grass within the retention area.
9. Lake banks shall be inspected for erosion or shoals at least every six months and no less than one year. Should erosion or shoals appear, they shall be corrected immediately to prevent further issues with the system.
10. Operation and maintenance of all operable control structures.

Blaine Bergstresser,
P.E.

FL Lic. No.84598

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

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 3804 SUNRISE BLVD
Sec/Town/Range: 33/35S/40E
Parcel ID: 2433-123-0001-000-1
Jurisdiction: Saint Lucie County

Use Type: 0000
Account #: 33028
Map ID: 24/33N
Zoning: RS-3 - Cou

Ownership

DT VENTURES 1 LLC

PO Box 92280
Rochester, NY 14692



Legal Description

33 35 40 S 546 FT OF NW 1/4 OF NE 1/4 LYG E OF SUNRISE BV (11.34 AC)

Current Values

Just/Market Value:	$352,200
Assessed Value:	$319,550
Exemptions:	$319,550
Taxable Value:	$0

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	11.34
Land Size (SF):	493,970.4

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	160	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Dec 21, 2023	5087 / 2982	0117	WD	CONGREGATION OF THE SACRED HEART OF JESUS INC	$915,000
Sep 11, 2021	4702 / 2343	0111	QC	Le AmyLou N	$100
Apr 26, 2021	4608 / 0109	0001	WD	Robert G Skinner Living Trust	$340,000
Apr 26, 2021	4608 / 0109	0001	WD	Skinner (LF EST) Robert G	$340,000
May 19, 2020	4428 / 1540	0114	WD	Skinner Robert G	$100
May 14, 2003	1712 / 2861	XX01	TRUST	Ida L Childs Revocable Trust	$140,000
Jul 21, 1998	1160 / 1657	XX02	WD	Ida L Childs	$100
Dec 10, 1997	1114 / 2909	XX02	WD	Ida F Childs	$100
Aug 15, 1996	1031 / 0540	XX02	WD		$100
Aug 15, 1996	1031 / 0540	XX02	WD	CHILDS, REGINALD L REV TR	$100

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%



Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$352,200
Just/Market:	$352,200
Ag Credit:	$0
Save Our Homes or 10% Cap:	$32,650
Assessed:	$319,550
Exemption(s):	$319,550
Taxable:	$0

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
2023	2022	3600	Church	$319,550

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	11.34	North St. Lucie Water Management District	$272.16

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	$352,200	$319,550	$319,550	$0
2022	$290,500	$290,500	$290,500	$0
2021	$218,800	$218,800	$0	$218,800
2020	$212,400	$204,574	$0	$204,574

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Saint Lucie County

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5282370 OR BOOK 5087 PAGE 2982, Recorded 12/27/2023 11:19:18 AM Doc Tax: $6405.00

Prepared by and return to:
Javed Rahman, Attorney at Law
RAHMAN | LE PLLC
1000 Southwest 86th Court
Miami, FL 33144
(305) 542-0402
File No 23-407

Parcel Identification No 2433-123-0001-000-1

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 21 **day of December, 2023** between **CONGREGATION OF THE SACRED HEART OF JESUS INC, a Florida Not for Profit corporation**, whose post office address is **2921 Northeast 48th Street, Lighthouse Point, FL 33064**, of the County of Broward, State of Florida, Grantor, to **DT VENTURES 1 LLC, a Florida limited liability company**, whose post office address is **PO Box 92280, Rochester, NY 14692**, of the County of Monroe, State of New York, Grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees.)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County, Florida**, to-wit:

The South 546 feet of the Northwest 1/4 of the Northeast 1/4, lying East of the White City Road (Sunrise Boulevard), in Section 33, Township 35 South, Range 40 East, said land lying and being in Saint Lucie County, Florida.

a/k/a 3804 Sunrise Boulevard, Fort Pierce, FL 34982 *(for informational purposes only)*

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2024 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any, but said reference shall not operate to reimpose same.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2023.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]

WARRANTY DEED – Signature Page
PIN: 2433-123-0001-000-1

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESS 1
PRINT NAME: Javed Rahman
WITNESS 1
ADDRESS: 1000 SW 86th Ct. Miami FL

CONGREGATION OF THE SACRED HEART OF JESUS INC,
a Florida Not For Profit Corporation

By: _____
Peter Tan Le, President

WITNESS 2
PRINT NAME: Chabeli Roqueta
WITNESS 2
ADDRESS: 1000 SW 86th Ct. Miami FL

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 21 day of December, 2023 by Peter Tan Le, President of Congregation of the Sacred Heart of Jesus Inc, a Florida Not for Profit corporation, on behalf of the corporation.

[Notary Seal]

Javed Rahman
Comm.#HH000009
Expires: May 14, 2024
Bonded Thru Aaron Notary

Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: _____ OR Produced Identification: X Type of Identification Produced: FL

KMA Engineering & Surveying, LLC
3001 Industrial Avenue 2
Ft. Pierce, FL 32946
Phone: (772) 569-5505 Fax: (772) 569-1455

June 7, 2024

City of Fort Pierce
Planning Department
100 N. US Highway 1
Fort Pierce, FL 34950

Re: Sunrise Residential Project Description

We are proposing fifty (50) single-family residences on 11.54 acres at 3804 Sunrise Boulevard in Fort Pierce, FL. Currently the property is zoned R-3 with a future land use of RM. The site was recently annexed into the City of Ft. Pierce and has an existing Zoning of RS-3 and an existing Future Land Use of RM. The site is bordered by single family RS-3 zoning on the south and west. To the north is a cemetery and the east is a Florida Department of Transportation building, both with industrial zoning. We are proposing a rezoning of Planned Development (PD) with 4.41 units per acre. Below is a table comparing the requested changes from the R-3 zoning

Zoning Requirement	**R-3**	**PD**
Min. Lot Size	7,200 SF	4,920 SF
Min. Lot Width	65’	60’
Min. Lot Depth	100’	70’ (82’ proposed)
Min. Front Yard Depth	25’	15’,20’ for garage
Min. Side Yard Depth	15’	5’
Min. Rear Yard Depth	15’	15’
Max Lot Coverage	35%	40%
Max Building Height	35’	45’
Density	6 units per acre	4.41 units per acre

We are also requesting a reduction of the minimum right-of-way width for the interior roadway from 60’ to 50’. This is common in other municipalities and a proposed section can be found in the civil plans

The site will consist of one ungated entrance in the northwest corner of the site off of Sunrise Boulevard. The 44 residences will be connected by one looped road with an interior sidewalk.

Drainage will be conveyed through interconnected inlets and pipes to three (3) separate dry ponds. The dry ponds will be planted with a variety of wax myrtles and sand cordgrass instead of typically bahia sod. This will add to the aesthetics of the project as well as nutrient removal from the stormwater.

A 10’ landscape buffer will be provided along the perimeter of the site. The south property line contains a 60’ drainage easement. Vegetation in that area will remain untouched but a landscape buffer will occur on the south portion of the easement.

The project will contain a looped water main and a private lift station for the utilities. Dry utilities will be provided in the 10’ utility easement shown on the front of the lots

KMA Engineering & Surveying, LLC
3001 Industrial Avenue 2
Ft. Pierce, FL 32946
Phone: (772) 569-5505 Fax: (772) 569-1455

A bus stop will be provided onsite and a Routed Bus Plan has been included in the civil drawings. An open space area between lot 35 and lot 50 will be utilized for an amenity center. Future plans will be provided for the City's review.

No phasing is proposed for this project as all infrastructure will be built in one phase. It is possible building permits will be pulled in phases but not until after all infrastructure is complete.

There are no previously approved site plans for this site

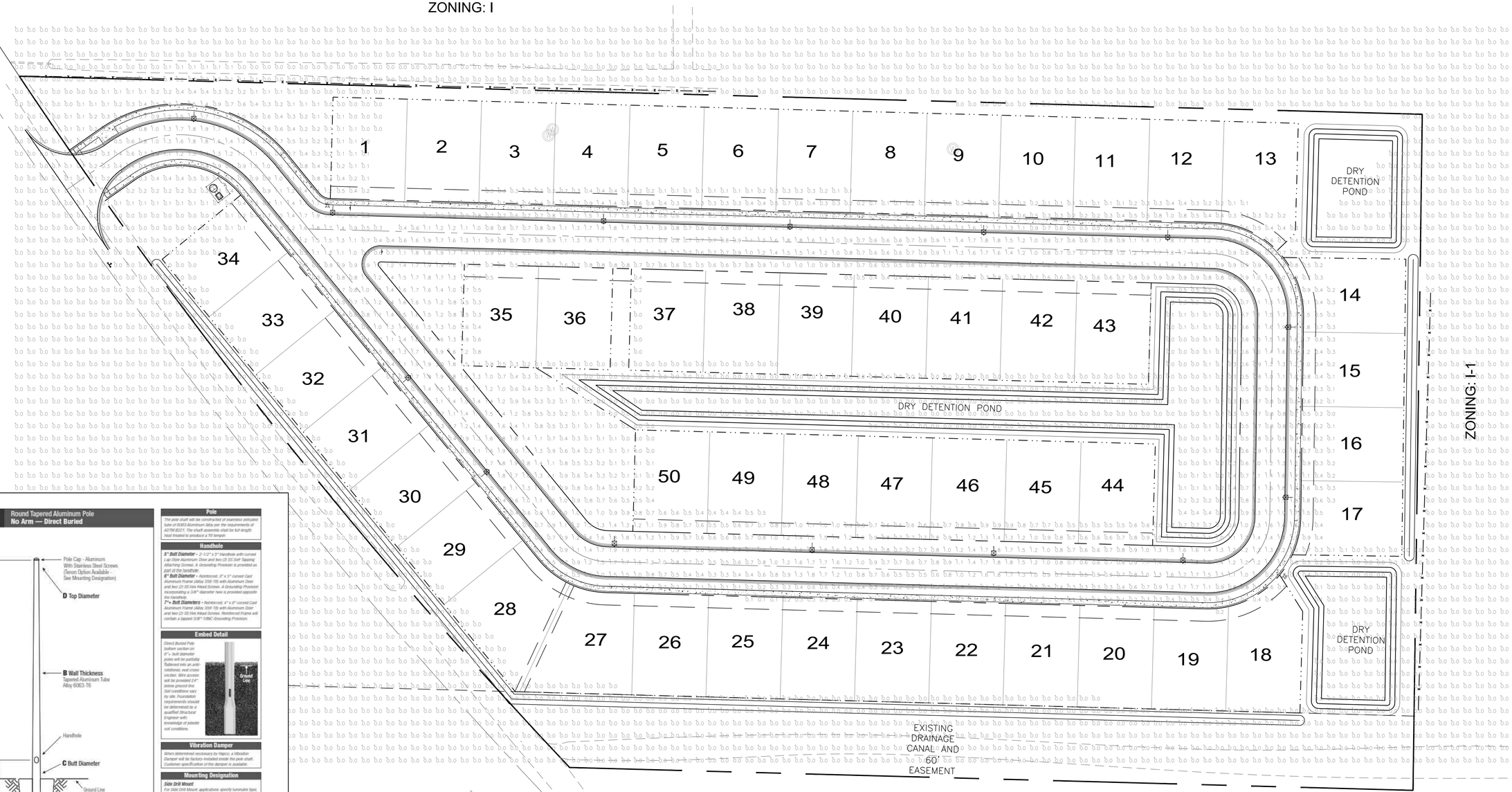
The main Public Benefit of the project is the deceased density. Currently the project allows for 6 units per acre which would allow for sixty-nine(69) single family residents. This decreases the number of traffic trips on the existing roads. The decrease in lots size and setbacks allows for a shared amenity lot that all the residents can enjoy.

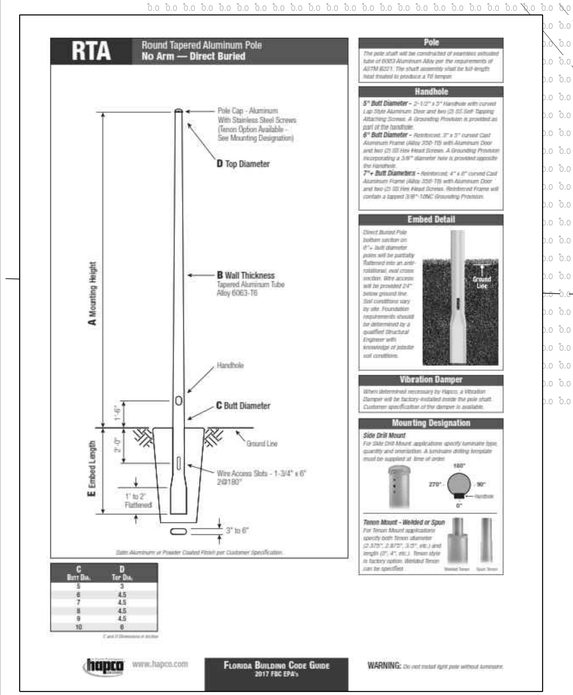
Should you have any questions or require additional information, please feel free to contact this office at your earliest convenience.

Sincerely,

Blaine Bergstresser, P.E.
Florida License No. 84598

WHITE CITY CEMETERY
ZONING: I





Landreth Lighting Luminaire Schedule

Symbol	Manufacturer	Qty	Label	Arrangement	Description	LLF	BUG Rating	Arranged Watts	Arranged Lumens
	Lithonia Lighting	15	SLA	Single	DSX0 LED P5 30K 70CRI T3M MVOLT RPA NLTAIR2 PIRHN HS FINISH TBD: MOUNTED 25' AFG ON ROUND TAPERED ALUMINUM DIRECT BURIED POLE	1.000	B1-U0-G3	90.12	10055

Landreth Lighting Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Entire Site	Illuminance	Fc	0.26	2.0	0.0	N.A.	N.A.
Drive Lane	Illuminance	Fc	1.20	2.0	0.5	2.40	4.00

North
GRAPHIC SCALE
40 0 40 80 120
SCALE: (1 Inch = 40 Feet)

ZONING: RS-3

KMA
ENGINEERING & SURVEYING, LLC.
3001 INDUSTRIAL AVE 2
FORT PIERCE, FL 34946
(772) 569-5505
FBPE C.O.A. # 33705

REVISIONS:

BY:	DATE:	COMMENT:

NOT FOR CONSTRUCTION

PROJECT: SUNRISE LAKES
CITY OF FORT PIERCE, FLORIDA

CLIENT: INTEGRITY 1ST CONSTRUCTION GROUP

BLAINE ROBERT BERGSTRESSER LICENSE NO. 84598 STATE OF FLORIDA PROFESSIONAL ENGINEER

BLAINE BERGSTRESSER, P.E.
FLORIDA LICENSE No. 84598
02/24/2022

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
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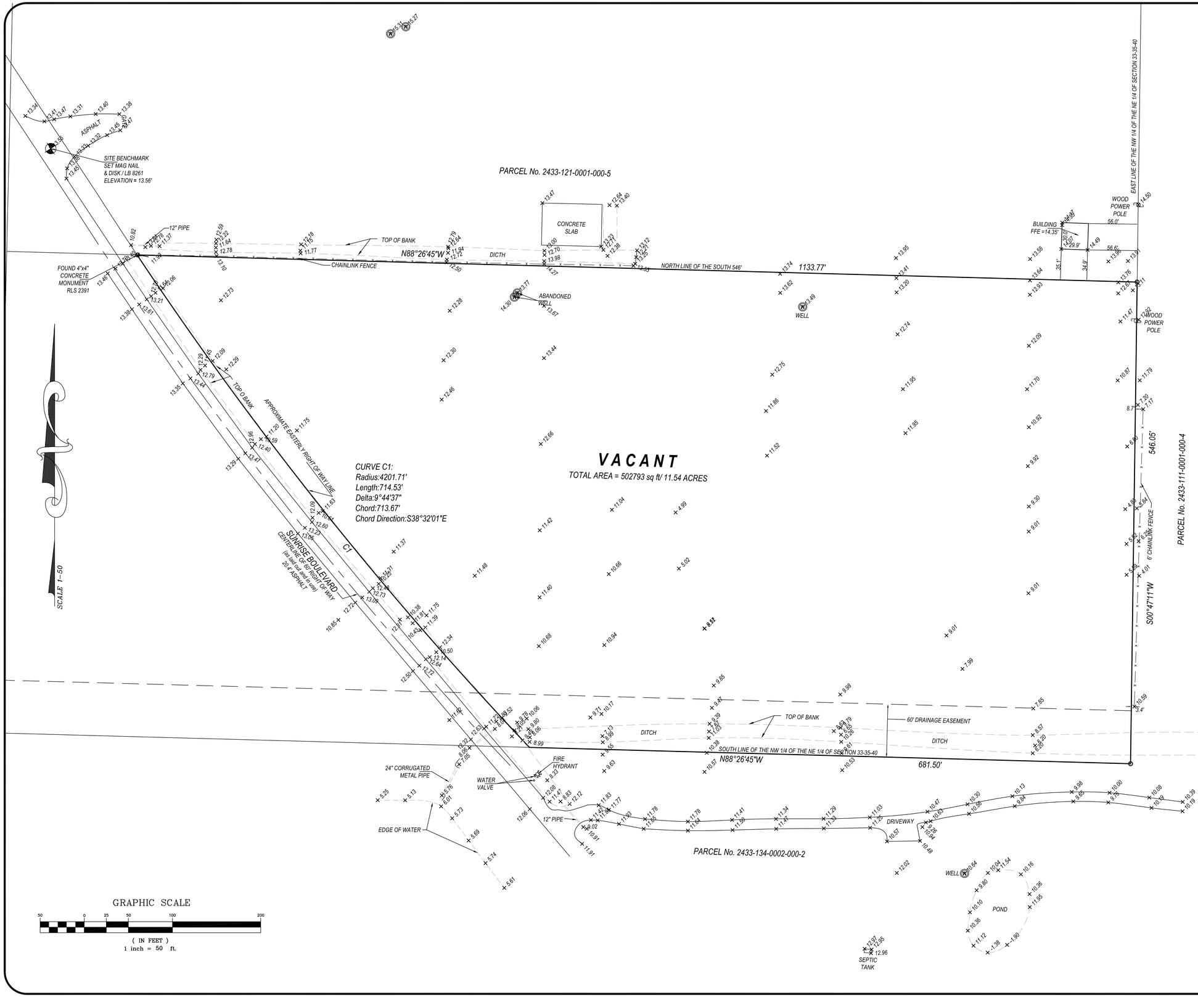
www.callsunshine.com

PROJECT No.:	24-1001
DRAWN BY:	SCB
CHECKED BY:	BRB
DATE:	04/02/2024
CAD I.D.:	24-1001-PHOTO

SHEET TITLE:
PHOTO-01

SHEET NUMBER:

Printed on Tuesday, July 09, 2024, 12:17 PM by Blaine Bergstresser - X:\24-1001-PHOTO-------XLAPLUS PHOTO.dt

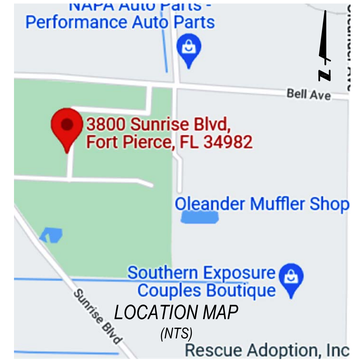


GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)

1 inch = 50 ft.



PROPERTY ADDRESS:
3804 SUNRISE BLVD
FORT PIERCE, FLORIDA 34982

FLOOD ZONE: *"X"*
PANEL NO: *12111C 0189K*
DATE: *FEBRUARY 19, 2020*

CERTIFIED TO:
DT VENTURES 1 LLC, A FLORIDA LLC.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
RAHMAN LE PLLC
ATTORNEYS' TITLE FUND SERVICES LLC

LEGAL DESCRIPTION:
THE SOUTH 546 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LYING EAST OF WHITE CITY ROAD (SUNRISE BOULEVARD) IN SECTION 33, TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAID LAND LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

SURVEYORS' NOTES:
1. I HEREBY CERTIFY THIS SURVEY MEETS STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
2. THE SURVEY MAP AND REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR VERIFIED ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. UNDERGROUND OR OBSCURED IMPROVEMENTS WERE NOT LOCATED.
4. DIMENSIONS ARE RECORD AND FIELD UNLESS OTHERWISE NOTED.
5. STATED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
6. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 8261.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. SURVEY SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD. (UNLESS A TITLE REVIEW, COMMITMENT REVIEW, OR OWNERSHIP AND ENCUMBRANCE REVIEW IS PRESENT ON THE FACE OF THIS DOCUMENT, THIS SURVEY HAS BEEN COMPLETED IN THE ABSENCE OF A TITLE INSURANCE POLICY).
9. LOCATION MAP IS GLEANED FROM ONLINE MAPPING SITES AND AND IS ONLY APPROXIMATE.
10. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. (NAVD'88)
11. NO FIELD VISIT WAS COMPLETED AT THE TIME OF THIS RECERTIFICATION

JOB#	DB	AK	12-19-23
22-0387	FIELD	CD	06-25-22
	RECERTIFY BOUNDARY SURVEY PURPOSE	DRAFT	DATE

SIGNED: *DOUG WALKER, PSM, PRINCIPAL SURVEYOR AND MAPPER*
PROFESSIONAL LAND SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 7211

BOUNDARY AND TOPOGRAPHIC SURVEY

PRINCIPAL MERIDIAN SURVEYING, Inc.
LICENSED BUSINESS No. 8261
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
OFFICE 561-478-7764



Legend

- Electric Primary Wire
- Transmission Wire
- Gas Main
- Fiber Optic Cable
- Potable Water Main
- Raw Water Main
- Wastewater Force Main
- WW Gravity Main
- Pole
- Fuse
- Transformers
  - Overhead
  - Pad Mount
- Valves
  - Gas
  - Water
  - Raw Water
  - Waste Water
- Fire Hydrant
- Well
- PS Lift Station

Disclaimer:

The data contained herein is offered "as is", with no claim or warranty as to its accuracy or completeness. The data is for reference only and should not be considered to be of survey precision. Due to formatting restrictions, the information provided in the map may not be represented in the legend.

811 Know what's below. Call before you dig.

Date: 3/25/2024

FPUA COMMUNITY PROUD

N

1 inch = 200 feet

FPUA Web Map

Created By:
Name

(772) 466-1600
FAX (772) 461-1938

100% GOPHER TORTOISE SURVEY
COMPLETION REPORT

3804 SUNRISE BLVD, FORT PIERCE, FL – 11.34 ACRES
SAINT LUCIE COUNTY
PARCEL ID: 2433-123-0001-000-1
SECTION 33, TOWNSHIP 35 SOUTH AND RANGE 40 EAST

Prepared for:

DT VENTURES 1 LLC
PO Box 92280
Rochester, NY 14692-0280

Prepared By:

Patrick Zuloaga

Florida Fish and Wildlife Conservation Commission Gopher Tortoise Agent

Permit No.: GTA-13-00002D

January 26, 2024

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Site Location and Description 1
Methods 2
Results/Discussion 3
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Figure 2. Cooperative Land Cover Map 1
Figure 3. Soils Map 2
Figure 4. Gopher Tortoise Survey Map 3

INTRODUCTION

An upland habitat survey for gopher tortoise (*Gopherus polyphemus*) was conducted on the approximately 11.34-acre property located on 3804 Sunrise Blvd, Fort Pierce, Florida (see Figure 1). The survey included review of 100% of potential gopher tortoise habitat within the subject property.

The objectives of the survey were to document gopher tortoise burrows within the construction footprint of the property to confirm presence/absence, document the status and location of gopher tortoise burrows, and approximate the number of tortoises that would need relocation. The results of the survey determine the subsequent actions required to develop the subject property.

This Survey Report provides a summary of the survey activities conducted, including methods used and areas surveyed. Survey activities were executed according to the burrow survey methodology from the Florida Fish and Wildlife Conservation Commission (FWC) Gopher Tortoise Permitting Guidelines, April 2008, Revised April 2023, Appendix 4 Methods for Burrow Surveys on Development (Donor) and Recipient Sites, 100% Burrow Survey Protocol. Survey activities were conducted on January 25 and the morning January 26, 2024. The information contained herein is based on the findings from the field survey.

SITE LOCATION AND DESCRIPTION

The ±11.34-acre property is located in White City, a census-designated place (CDP) in Saint Lucie County within Section 33, Township 35 South and Range 40 East. The subject property is along the east side of Sunrise Blvd. The Saint Lucie County Property Appraiser lists the Property Parcel ID as 2433-123-0001-000-1. The Future Land Use designation is residential.

The vegetative component of the subject property is predominantly exotic vegetation, shrub brushland, cabbage palms and scattered hardwoods. An isolated waterbody is present within the north west corner and a water filled ditch runs along the southern boundary of the subject property. The Florida Cooperative Land Cover (CLC) System developed by the Florida Fish and Wildlife Conservation Commission (FWC) classifies the land cover as 1821 – Low Structure Density and 18332 – Fallow Orchards. The predominant land cover classification is Fallow Orchards (1832). Figure 2 provides the CLC map for the subject property.

The vegetative community was characterized in the field as a degraded mixed upland community consisting of shallow ridge and furrows with a sparse canopy and dense shrub stratum. The ridge and furrow landform is a result of the historic orchard land use. The canopy stratum consists primarily of cabbage palm (*Sabal palmetto*), and laurel oak (*Quercus laurifolia*). The shrub stratum consisted of dense ceaserweed (*Urena lobata*), Jack-in-the-bush (*Chromolaena odorata*), Brazillian pepper (*Schinus terebinthifolia*), and shoebutton ardisia (*Ardisia elliptica*). Ground cover stratum was generally limited due to the dense canopy, shrub and vine cover. Limited areas with herbaceous vegetative cover were observed providing suitable forage for gopher tortoises.

The Natural Resources Conservation Service (NRCS) Web Soil Survey lists five soil types within the subject property. Table 1 provides a summary of the soil types present within the subject property. Figure 3 provides the NRCS Web Soil Survey graphically for the subject property. A brief description of each soils type follows.

Table 1. Web Soil Survey Summary

Map Unit Symbol	Map Unit Name	Acres	Percent of property
2	Ankona and Farmton sands	2.6	23.2%
4	Arents, 0 to 5 percent slopes	1.3	11.8%
43	Susanna and Wauchula sands	3.6	32.3%
44	Tantile and Pomona sands	1.5	13.2%
55	Winder loamy sand	2.2	19.5%
Totals for Area of Interest		**11.1**	**100.0%**

Ankona and Farmton sands is poorly drained soil found in flatwoods on marine terraces. The seasonal high-water table is at a depth of 6 to 18 inches. The gopher tortoise burrowing suitability is rated as "less suited". Less Suited rating states that these soils have characteristics that may limit establishment, maintenance, or use of the site by gopher tortoise. Colonization and population densities may be below average or restricted in the area due to the limiting factors even though all of the other species habitat requirements are met (USDA, 2024).

Arents are Somewhat poorly drained sandy soils found on rises in marine terraces. Depth to water is 18 to 36 inches. This soils type is listed as not rated in the Web Soil Survey gopher tortoise burrowing suitability.

Susanna and Wauchula sands are poorly drained soil found in flatwoods on marine terraces. The seasonal high-water table is at a depth of 6 to 18 inches. The gopher tortoise burrowing suitability is rated as "unsuitable". These soils have characteristics that may limit establishment, maintenance, or use of the site by gopher tortoise. Areas of included soils with better drainage may provide suitable soil properties in some locations (USDA, 2024).

Tantile and Pomona sands are poorly drained soil found in flatwoods on marine terraces. The seasonal high-water table is at a depth of 6 to 18 inches. The gopher tortoise burrowing suitability is rated as "unsuitable" (USDA, 2024).

Winder loamy sand is poorly drained soil found in flats on marine terraces. The seasonal high-water table is at a depth of 12 to 18 inches. The gopher tortoise burrowing suitability is rated as "less suited" (USDA, 2024).

METHODS

The survey activities were completed by an FWC gopher tortoise agent and performed in accordance with those specified in Appendix 4 of the FWC Guidelines. Equipment utilized during the survey included a camera, Trimble DGPS unit, and a handheld datalogger running Solo Field mapping software.

The pedestrian survey was conducted by walking pre-determined transects in an approximate east-west orientation at 50-foot spacing across 100 percent of the subject property (see Figure 4). Apparent burrow activity status (active, inactive, or abandoned), size (juvenile <5 in.; subadult 5-8 in.; adult >8 in.), GPS coordinates, and photographs were recorded for each burrow encountered along each transect. Burrows that were not clearly made by a tortoise were not recorded.

RESULTS/DISCUSSION

The 100 % pedestrian survey of the project area resulted in no potentially occupied burrows. Multiple burrows from other burrowing fauna (i.e., armadillo *[Dasypus novemcinctus*]) were noted during the survey. Figure 4 provides the survey design graphically.

An apparent high-water table and dense vegetative cover provides poor quality gopher tortoise habitat throughout the majority of the subject property. Ponding, saturated soils, and organic soils were observed throughout the property. Optimal forage species (i.e., asgrasses and forbes) were generally absent due to the dense canopy and shrub, and cover. Additionally, approximately 50 percent of the soil types on the property are classified as "unsuitable" while the other 50 percent are listed as "less suited".

In Florida, gopher tortoises are categorized as Threatened on the Endangered Species List and are therefore protected by state law, Chapter 68A - 27.003, FL Administrative Code. An FWC relocation permit is required prior to any disturbance to a burrow or handling of a tortoise. Please note that ground disturbances within 25 feet in any direction from the burrow is prohibited until a relocation permit has been obtained and the tortoise has been relocated to either and offsite recipient site or a suitable onsite relocation area. The findings of this survey are valid for a period of ninety days. A resurvey must be completed prior to construction activities that will occur beyond the ninety-day period.

REFERENCES

Florida Fish and Wildlife Conservation Commission Gopher Tortoise Permitting Guidelines. Revised April 2023. 133 pp.

U.S. Department of Agriculture, Natural Resources Conservation Service, Web Soil Survey. Accessed 1/25/2024.

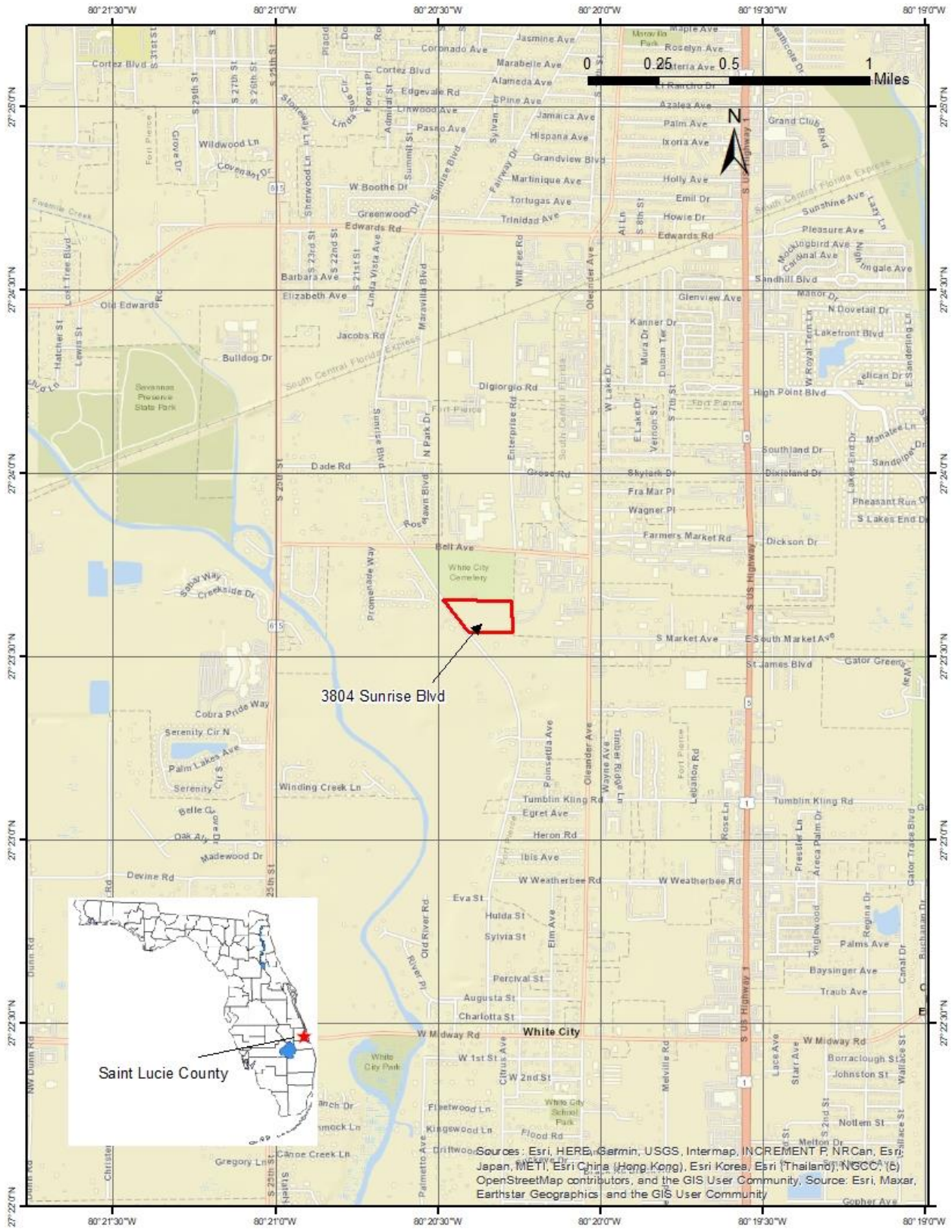


Figure 1. Project Location Map

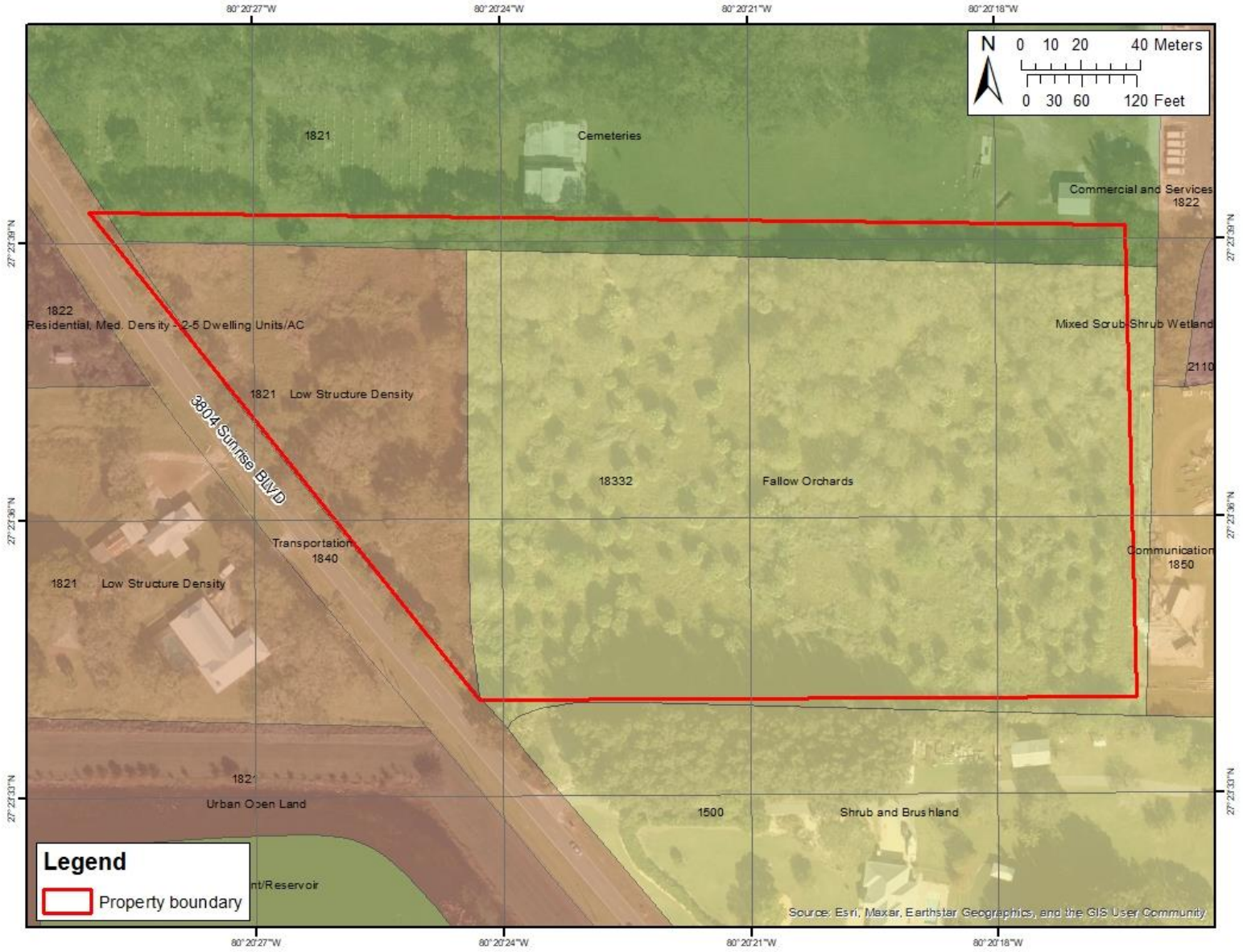


Figure 2. Cooperative Land Cover Map



Figure 3. Soils Map

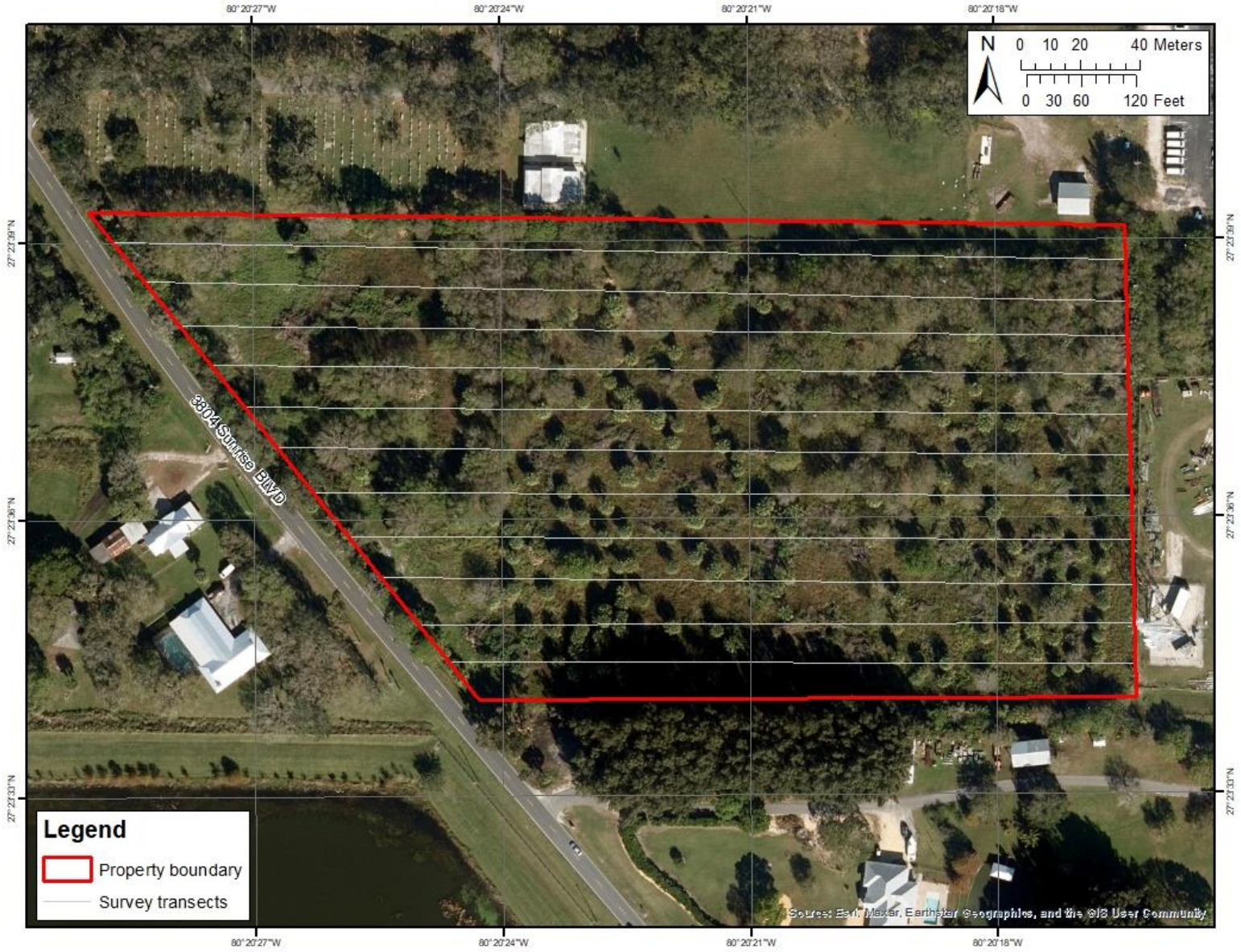
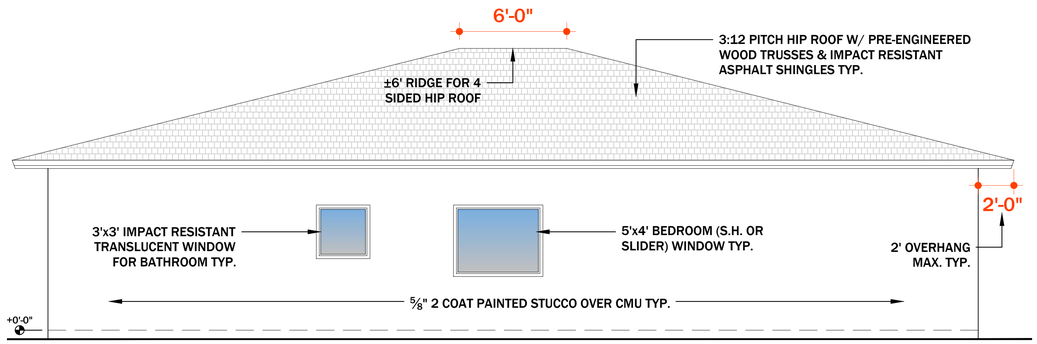


Figure 4. Gopher Tortoise Survey Map

Legal Description

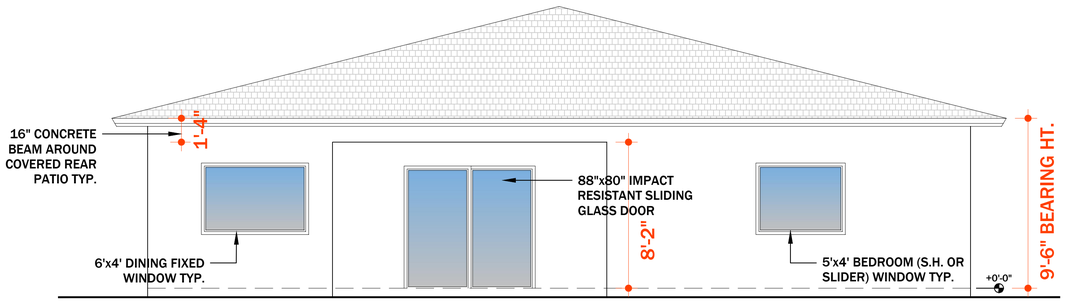
The south 546 feet of the northwest ¼ of the northeast ¼, lying east of White City Road (Sunrise Boulevard) in Section 33, Township 35 South, Range 40 East, said land lying and being in St. Lucie County, Florida.

"IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT TO ALTER THESE PLANS AND SPECIFICATIONS." THIS DOCUMENT CONTAINS PROPERTY INFORMATION AND SHALL NOT BE USED OR REPRODUCED, OR ITS CONTENTS DISCLOSED, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF ALL TERRAIN ARCHITECT, LLC - LICENSE #AR100808
CONTRACTOR(S) SHALL VERIFY EXISTING CONDITIONS AND CORRELATE DIMENSIONS PRIOR TO PROVIDING THE WORK DETAILED IN THESE DRAWINGS, AND SHALL PROMPTLY NOTIFY THE DESIGNER OF ANY DISCREPANCIES.



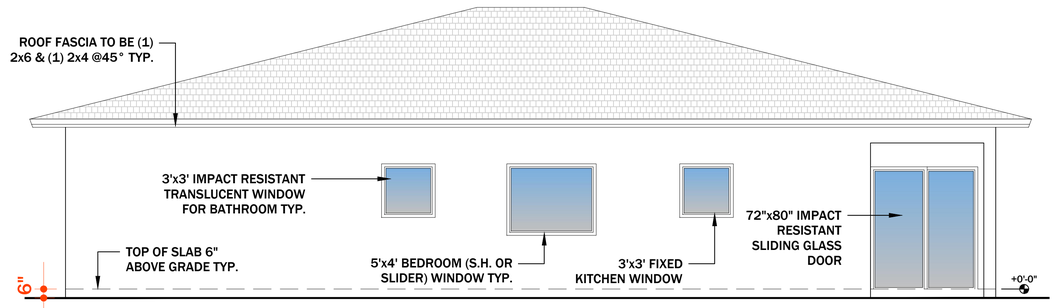
5 PROPOSED SIDE ELEVATION

SCALE: 1/4" = 1'-0"



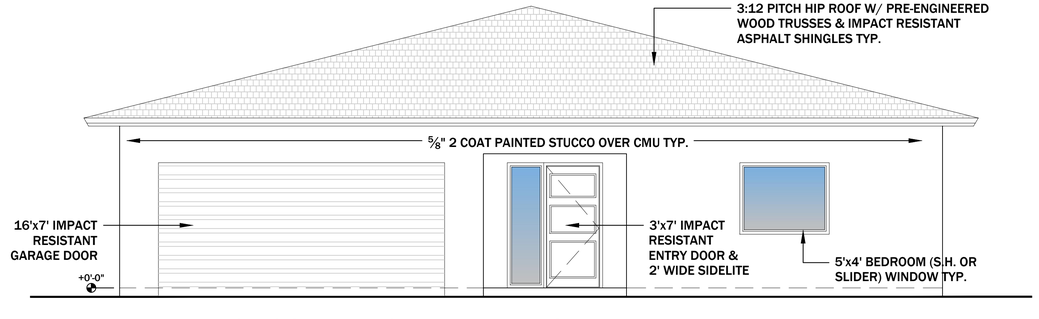
4 PROPOSED REAR ELEVATION

SCALE: 1/4" = 1'-0"



3 PROPOSED SIDE ELEVATION

SCALE: 1/4" = 1'-0"

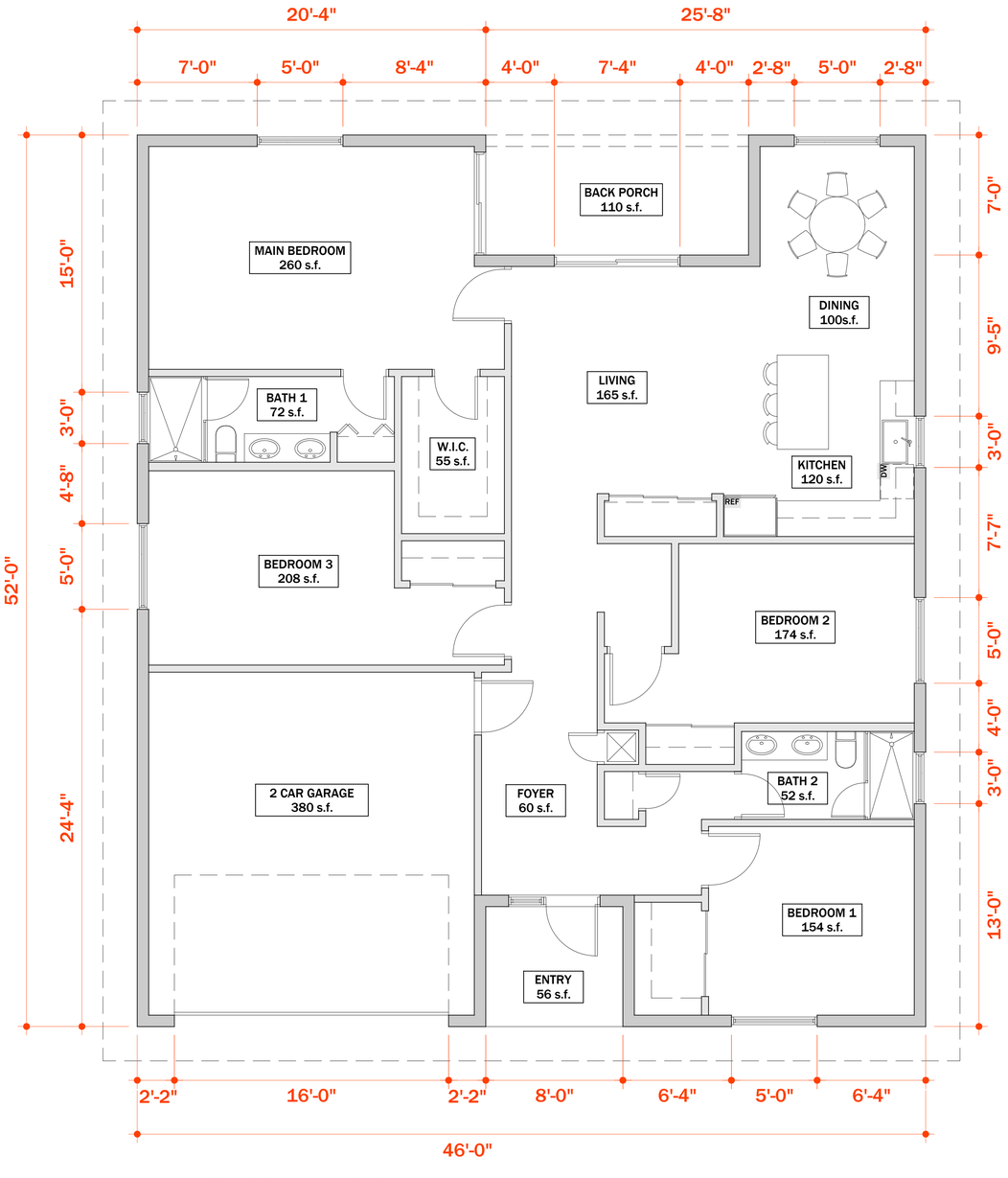


2 PROPOSED FRONT ELEVATION

SCALE: 1/4" = 1'-0"

HOUSE MODEL A: 4 BED 2 BATH / 2,392 S.F.

TOTAL FOOTPRINT: 2,392 S.F.
HVAC SPACE: 1,818 S.F.



1 PROPOSED FLOOR PLAN

SCALE: 1/4" = 1'-0"

VARIES

© 2024

ALL TERRAIN ARCHITECT LLC

OFFICES:
8051 N TAMIAMI TRAIL
E6
SARASOTA
FL 34243

21266 SUMMERTRACE CIR.
BOCA RATON
FL 33428

PROJECT
SUNRISE LAKES RESIDENTIAL COMMUNITY

3804 SUNRISE BLVD
FORT PIERCE
FL 34982

DATE: 4/15/2024
PROJECT # 24101

REVISION	DATE
1	
2	
3	
4	
5	
6	

NOTES:
1. DO NOT SCALE THE DRAWINGS DUE TO SHEET & PLOTTING DIFFERENTIAL. FOLLOW THE DIMENSIONS & ALWAYS FIELD VERIFY

SCHEMATIC DESIGN

STATE OF FLORIDA
ARTHUR MOLINARI
AR 100808
REGISTERED ARCHITECT

MODEL A PLAN & ELEVATIONS

0' 1' 2' 4' 8'
SCALE: 1/4" = 1'-0"

A-1.0

DRAWN BY: ATA

KMA Engineering & Surveying

3001 Industrial Ave 2
Fort Pierce, Fl. 34946
772-569-5505

February 24, 2025

Attention: Vennis Gilmore, Assistant Planning Director
Subject: Sunrise Lakes PD
Location: 3804 Sunrise Boulevard
RE: TRC No. PD2024-00002

We are in receipt of comments dated December 18th, 2024, and have the following responses:

SURVEY COMMENTS:

1. Previous comment "The PDF file of the survey does not accurately scale to the noted 1" = 50', please provide an electronic file of the certified boundary and topographic survey which was converted at the appropriate noted plan scale was not addressed as no survey was provided in the resubmittal.
   Response: Please see attached survey

PLANNED DEVELOPMENT COMMENTS:

1. Address the following previously provided comments:
   a. The submitted Gopher Tortoise Survey and the Capacity Analysis information had areas that were unreadable as some on the font did not transfer when converted to the PDF files. Please update the documents and resubmit.
      Response: Both read fine on our end. Please note there are no gopher tortoise burrows observed onsite.

   b. Remove all landscaping from within the limits of any proposed stormwater treatment areas such as conveyance swales.
      Response: All landscaping has been removed from stormwater areas or swales have been relocated

   c. The site plan shall include the boundary information along the Sunrise Boulevard property line, dry retention area setbacks, driveway setbacks, and street names.
      Response: The boundary and street names are shown on the Site

Plan. The setbacks are shown in the table and the area of the dry ponds is shown in the tables

d. The site plan contains two (2) different Typical Not Details that are illegible; please revise these details so they are readable and resubmit.
Response: Details have been removed

2. The landscape plan indicates a proposed bioswale situated in the middle of the project. However, the engineering plans reflect a dry retention area; please revise the plan so they do not contradict with one another.
Response: The engineering plans call the middle pond a bioswale

3. ADVISORY COMMENTS:
   a. The site contains active gopher tortoise burrows which means prior to issuance of any clearing permits or site development permits, the applicant shall submit a 100% gopher tortoise survey complete with a gopher tortoise relocation plan and the relocation permit issued by the Florida Fish and Wildlife Conservation Commission for the relocation of on-site gopher tortoises to a protected off-site location.
   Response: Acknowledged

   b. The drainage plan was reviewed conceptually and will be reviewed in depth at time of building permit submittal.
   Response: Acknowledged

   c. Sunrise Boulevard is a St. Lucie County roadway; the applicant shall contact St. Lucie County directly for possible R/W donation and required improvements with the Sunrise Boulevard right-of-way.
   Response: Acknowledged

PLANNING/ZONING COMMENTS

1. Please submit the Final Plat Application with supporting documents separately in the in the Tyler Portal.
Response: A Final Plat application will be submitted separately

2. The documents that were submitted on 12/10/2024 were mislabeled. There were documents labels as Color Board and Design Review Narrative that did not match the descriptions. The Color Board was the Construction Plans/Site Plan, the Design Review Narrative was the TRC Response Letter, etc. Please submit a Design Review Narrative and new renderings per the previous TRC Comments.
Response: This was due to the online portal not allowing us to upload certain attachments. We had to chose headings that were available in the drop down menu

3. Provide an electronic color board with proposed color palettes.

Response: Please see attached updated elevations

4. Consider lighter and more vibrant colors than black and greys.
   Response: Please see attached updated elevations

5. Consider the inclusion of a noise barrier/wall, other sound absorbing or reducing residential building techniques/materials to minimize any potential disruptions experience by future residents of the community.
   Response: An increased landscape area has been added to the south and a wall/fence may be added to the western property line

6. Please be sure to contact Kori Benton, Planning Manager, St. Lucie County at 772-462-2518 or bentonk@stlucieco.org and Grant Chambers, Senior Project Engineer, St. Lucie County at 772-462-1707 or chambersg@stlucieco.org, to check on the status of your County Road Traffic review by St. Lucie County's third party traffic consultant.
   Response: A response has been submitted to SLC based off their recent traffic review

7. Consider the addition of a development amenity between lots 35 and 50. Example: pocket park, etc.
   Response: That area has been designated as an amenity area. A gazebo or small clubhouse may be added there by the future homebuidler

We hope we have sufficiently addressed all your concerns. If you have any questions, please do not hesitate to contact us. Thank you for your time in reviewing this submittal.

Cordially,

Blaine Bergstresser, P.E.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Vennis Gilmore, Senior Planner

From : Tracy Telle, Engineering Manager

Thru : Mark Zrallack, P.E., City Engineer

Re : Sunrise Lakes Final PD – 3804 Sunrise Boulevard
TRC No. PD2024-00002

Date : May 8, 2025

This is to advise you that we have completed the review of the following documents received by this office on May 8, 2025:

- [x] Final PD Application
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] Construction Drawings
- [ ] Executed Construction Contract
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Final PD 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

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\S\Sunrise Lakes\Final Plan Development\Submittal No. 4 - 050825\PD Approval - 050825.docx

ADVISORY COMMENTS:

1. An updated gopher tortoise survey will be required before any site clearing activities.
2. The drainage plan was reviewed conceptually and will be reviewed in depth at the time of building permit submittal.
3. Sunrise Boulevard is a St. Lucie County roadway; the applicant shall contact St. Lucie County directly for possible R/W donation and required improvements with the Sunrise Boulevard right-of-way.

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

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: KEV FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: PD2024-00002 SUNRISE LAKES - ORD AND DA REVIEW

CAO RLS FILE: RLS 25-78

DATE: APRIL 22, 2025

I have reviewed the above Request for Legal Services (RLS) related to a Rezoning Ordinance and a Planned Development (PD) Zoning Agreement ("Agreement"). There was confusion in the items in Agenda Quick as to whether this was a Master or Final PD. I've made suggested changes to the Ordinance as a Master and a Final. Both are uploaded to Agenda Quick in Track Changes and a Clean Copy. The Master PD Ordinance Clean Copy and the Final PD Ordinance Clean Copy are both approved as to form and correctness.

The Agreement is uploaded in Track Changes for a Master PD and a Final PD. I've sent both of those to the Owner's attorney as well. There are suggested changes and comments with questions and/or areas noted for your review before the Agreement can be finalized. I will work with you and the Owner's attorney to get the Agreement in final form. You do not need to resubmit the Agreement at this time.

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

Thank you.
SH

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Sunrise Lakes Final PD 25-020

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: July 6, 2025

NOTICE BY MAIL: July 3, 2025

NOTICE BY SIGNS: May7, 2025

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE:  **DATE:** July 9,2025

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

Received
JUL 15 2025
City Clerk's Office

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:

07/06/2025

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 07/06/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$151.36	
Tax Amount:	$0.00	
Payment Cost:	$151.36	
Order No:	11464978	# of Copies:
Customer No:	1126527	0
PO #:	LSAR0327387	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Section 166.041 (3)(a) of Florida State Statutes, will on Monday, July 21, 2025 at 5:05 p.m. hold a Quasi-Judicial Public Hearing on first reading and will on Monday, August 4 at 5:05 p.m. hold a second reading on the enactment of the proposed ordinance in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE 25-020 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE CITY'S ZONING ATLAS FOR ONE(1) PARCEL CONTAINING APPROXIMATELY 11.54 ACRES, MORE OR LESS, AND BEING LOCATED AT OR NEAR 3804 SUNRISE BOULEVARD IN FORT PIERCE, FLORIDA FROM (R-3) SINGLE FAMILY MODERATE DENSITY ZONE TO PLANNED DEVELOPMENT (PD); ESTABLISHING THE SUNRISE LAKES PLANNED DEVELOPMENT ZONE WITH A FINAL DEVELOPMENT SITE PLAN AND CONDITIONS OF DEVELOPMENT; APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUBJECT PROPERTY: PARCEL ID: 2433-123-0001-000-1

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
July 6 2025
LSAR0327387

Item 12a

To

Ft Pierce City Commissioners

July 21, 2025

Thank you for your consideration while hearing and discussing the concerns imposed by the Sunrise Lakes Development proposal, 3804 Sunrise Blvd.

Sunrise Blvd has long been a quaint two-lane road which up until recently did not have a lot of traffic concerns. Many commuters use Sunrise Blvd now in place of 25th St or Oleander Ave and unfortunately use it at a high rate of speed. I personally have experienced tailgaters several times over the summer which is dangerous and quite annoying. One of my main concerns about the developments being proposed for our area is the traffic and speeders. Additional developments without increased road patrol and road improvements will only exacerbate safety concerns and hazards.

My other concerns are many; replacing natural habitat with high density housing, drainage issues affecting all White City, and the effect of out-of-control building and how it will diminish the character of White City and its surroundings.

The Ravinia project which has greatly affected my community located off of Midway Road, is what we call a "bait and switch" tactic. The original plan was for single family homes and now it is a rental community. This is not right for our community and for those of us who have lived here and loved our community for many generations.

Development should enhance, not erode the value, safety and livability of our community.

Sincerely,

Ronna Perry

5080 W Virginia Dr

Ft Pierce, Fl 34981

City Commission Regular Meeting - 5:05 PM **12. B.**

Meeting Date: 07/21/2025

Re: PD2024- 00001 - Millcreek Final PD - Pod 1

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Quasi-Judicial Hearing - Ordinance 25-021 - Review and approval of an application to amend the Millcreek Planned Development (PD) zoning in respect of one (1) parcel containing approximately 62.51 acres, and generally located north of Orange Ave and West of 41st Street in Fort Pierce, with a Planned Development Final Site Plan for Pod 2 to construct a total of 439 dwelling units, distributed in 309 townhomes and 130 detached single-family homes at a density of 7.1 du/ac. The application submitted by applicant REDTAIL DG Tod Mowery on behalf of owner FM Millcreek Holding LLC. more specifically at Parcel ID #2407-124-0001-000-3 - FIRST READING.

SUMMARY:

The application for the Millcreek PD Phase 1 Final Planned Development Site Plan includes a total of 439 dwelling units, distributed in 309 townhomes and 130 detached single-family homes. The density is 7.1 du/ac. (allowed 12 du/ac). 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 at phase 2), a dog park and a pocket park. Phase 1 incorporates four (4) stormwater lakes. Emergency access is planned which aligns with N 43rd Street.

If approved, the applicant shall make the following intersection improvements at Orange Avenue and Bent Creek Drive:
1. Eastbound: Subject to approval by FDOT at the time of driveway permits, the queue length for the existing eastbound left turn lane will be determined and improved accordingly as required by FDOT.
2. Westbound: Subject to approval by FDOT at the time of driveway permits, a westbound right turn lane will be built according to the requirements of the Florida Design Manual (FDM) and as determined by FDOT.
3. Should a traffic signal be warranted during build-out approvals, then the applicant will construct a traffic signal at the intersection of Orange Avenue and Bent Creek Drive, which will align with the primary access to the PD.

The Development Agreement has been analyzed by the City Attorney and is not recommended for approval at this time. Details are included within the attached staff report.

RECOMMENDATION:

Staff recommend the City Commission **Continue Consideration** of the proposed Millcreek PD Final Site Plan to a date certain or until such a time when the Development Agreement is deemed to be acceptable by the City Attorney’s Office.

ALTERNATIVES:
Approve with amendments/alternative conditions

or

Deny

RESPONSIBLE STAFF:
Kev Freeman, Planning Director

COORDINATED WITH:
Sara Hedges, City Attorney.
Planning Board.
Technical Review Committee.

Fiscal Impact

Budgeted Y/N: N
OTHER INFORMATION:
N/A

Attachments

Staff Presentation
Staff Report
Draft Ordinance
Site Plan
Landscape Plan
Amenity Center Plan
Amenity Center Landscape
Traffic Impact
Stormwater Report
Construction Plans
Survey
Environmental Assessment
Lighting Plan
Phasing Plan
Tree Survey
Warranty Deed
Property Card
Concurrency Review
Traffic Signal Warrant Analysis
Topographic Survey
Legal Description

Rendering A
Rendering B
Rendering C
Rendering D
Applicant Response TRC
TRC Comments
CA Memo
Recommended Development Agreement
CA Memo re Ordinance
Public Notice Certification
Updated Applicant Presentation
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/11/2025 01:35 PM

Form Started By: Kev Freeman
Started On: 07/03/2025 11:35 AM
Final Approval Date: 07/11/2025

CITY OF FORT PIERCE

CITY COMMISSION

JULY 21, 2025

MILLCREEK PD FINAL SITE PLAN (POD 2)
PD2024-00002

SUMMARY

PD2024-00001 Millcreek Final Planned Development, 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 Ave and west of 41st Street, to include the Millcreek PD Pod 2 Final Site Plan.

The 'Master' Millcreek PD was approved by Ordinance 23-011 and set out the development parameters for two 'Pods'. Pod 2, subject to a Residential Future Land Use (and the subject of this application, broken into three phases) and the Pod 1, overlaying a Mixed-Use Future Land use (Pod 1 – not included in this application).

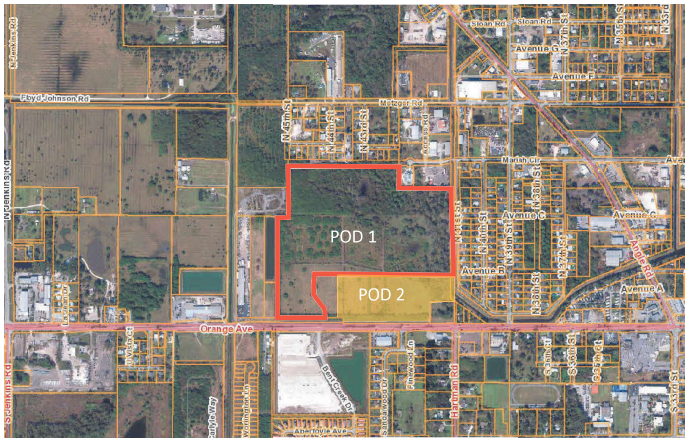
Parcel ID#:

2407-124-0001-000-3

APPLICANT

REDTAIL DG. Tod Mowery.

SITE LOCATION

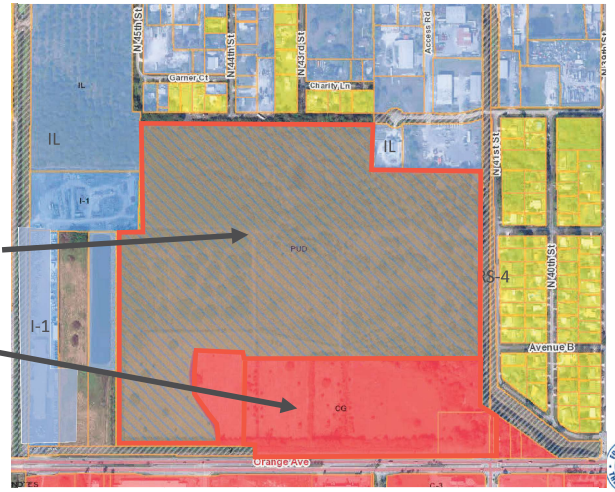


ZONING - PLANNED DEVELOPMENT FINAL SITE PLAN (PD)

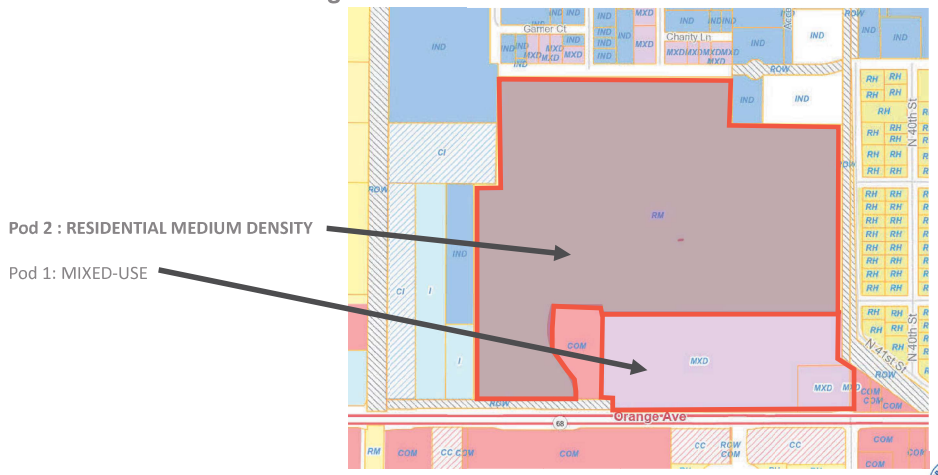
NORTH: County RS-4 & IL
SOUTH: City C-1, County CG
EAST: County RS-4
WEST: City I-1, County IL

Pod 2 : Millcreek Planned Development 439 dwelling units (309 townhomes and 130 detached single-family homes. Density: 7.1 du/ac (allowed 12 du/ac)

Pod 1: Millcreek Planned Development (not part of this Final PD Plan allowed Density: 15 du/ac)



FLU - EXISTING - NO Change

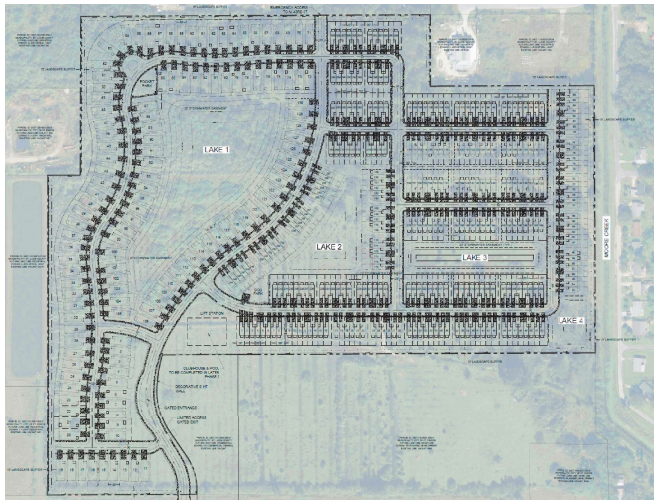


APPLICATION

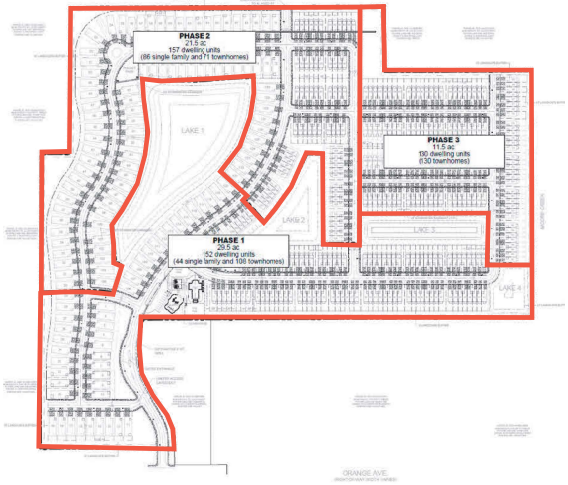
The application for the Millcreek PD Final Planned Development Site Plan for Pod 2 includes a total of 439 dwelling units, distributed in 309 townhomes and 130 detached single-family homes. The density is 7.1 du/ac. (the PD allows up to12 du/ac for Pod 1). The main access to the property is located on 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 at phase 2), a dog park and a pocket park. Phase 1 incorporates 4 stormwater lakes. Emergency access is planned which aligns with N 43rd Street.

MILLCREEK PD POD 2 – FINAL SITE PLAN



MILLCREEK PD POD 2 – FINAL SITE PLAN - PHASING

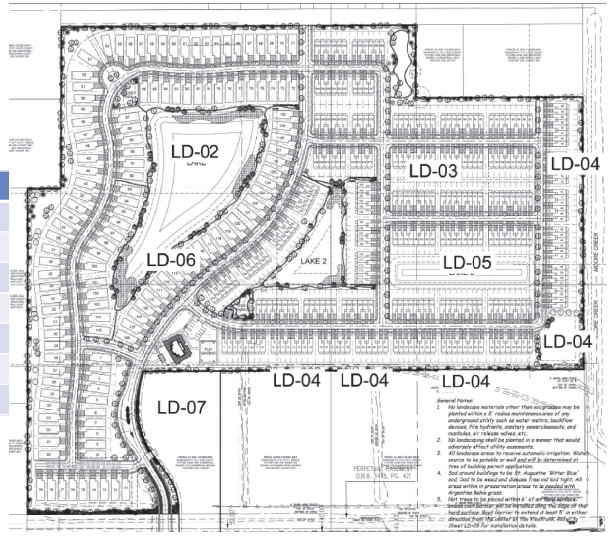


TIMETABLE OF DEVELOPMENT:

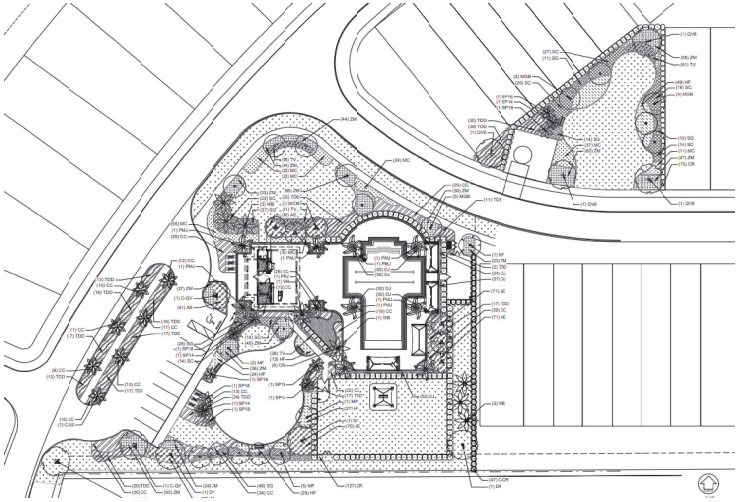
Stage	Phase 1	Phase 2	Phase 3
Clearing/Grading	November 2025	November 2027	November 2029
Utility Installation	May 2026	May 2028	May 2030
Development Cert	February 2027	February 2029	February 2031
First Closings	August 2027	August 2029	August 2031
Last Closings	July 2029	July 2031	July 2034

LANDSCAPING:

Landscape Data	
North Buffer	73 Trees
East Buffer	34 Trees
West Buffer	65 Trees
Orange (ROW line)	71 Trees
Interior	136 Trees
Trees Required	378
Trees Provided	638



AMENITY CENTER:



ROADWAY IMPROVEMENTS:

It is proposed that the applicant make the following intersection improvements at Orange Avenue and Bent Creek Drive:

1. Eastbound: At the time of driveway permits, the queue length for the existing eastbound left turn lane will be determined and improved accordingly as required by FDOT.

2. Westbound: At the time of driveway permits, a westbound right turn lane will be built according to the requirements of the Florida Design Manual (FDM) and as required by FDOT.

3. If warranted by FDOT, then the applicant shall construct a traffic signal prior to the at the intersection of Orange Avenue and Bent Creek Drive and in alignment with the primary access to the PD.

AVONDALE

1,844 sq. ft. | 3 Bed | 2 Bath | 2-Car Garage



MILLCREEK PD PHASE 1 – ARCHITECTURALS

STOCKTON

2,036 sq. ft. | 4 Bed | 2.5 Bath | 2-Car Garage



VILANO

2,500 sq. ft. | 4 Bed | 3 Bath | 2-Car Garage



MILLCREEK PD PHASE 1 – ARCHITECTURALS

Warbler

1,445 sq. ft. | 3 Bed | 2.5 Bath | 1-Car Garage



PLANNING BOARD

The proposal was presented to the Planning Board at its March 10, 2025, meeting and was recommended for Approval by 6-0 votes.

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).

PLANNING BOARD

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.

DEVELOPMENT AGREEMENT

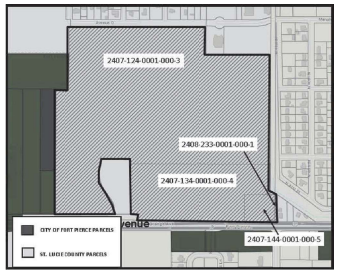
Section 125-212 – Planned Development Zone, of the City Code requires that a Development Agreement be agreed at time of Final PD Site Plan.

The City Attorney's Office has raised a number of issues which have not yet been fully resolved (please refer to memo RLS 25-139 attached to this item:

1. The Owner of the property, FM Millcreek Holding, LLC, should be the legal entity to enter into the agreement with the City.
2. The requirement for unified control. The Planning Department has investigated this issue:

DEVELOPMENT AGREEMENT

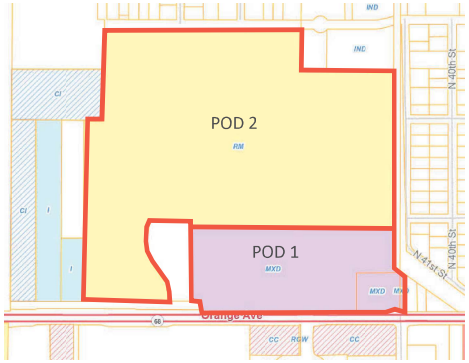
2. (continued)
The Millcreek Planned Development was approved prior to the revised 'Master' and 'Final' PD code (ORD 23-011). The requirement for a unity of title and lot combination was conditioned as part of that approval and re-iterated by Planning Board



DEVELOPMENT AGREEMENT

2. (continued)
However, the PD includes a natural bifurcation of the PD into two ‘Pods’, a Mixed-Use ‘Pod 1’ and Residential ‘Pod 2’. Each sets out their own development parameters.

POD 1	POD 2
Mixed-Use (MXD)	Residential (RM)
20% Open Space	20% Open Space
15% Stormwater	15% Stormwater
Density 15 du/ac	Density 12 du/ac
62.51 Acres	17.77 Acres



DEVELOPMENT AGREEMENT

3. This Final Development Site Plan proposes the buildout of ‘Pod 2’ through three phases. The buildout of will comply with the development parameters contained within the original PD in terms of maximum density and number of units.

The development parameters of ‘Pod 1’ remain as entitled in the current PD site Plan. The operation, connection, density and intensity of the PD as a whole remains as originally approved.

DEVELOPMENT AGREEMENT

Staff agree that any Development Agreement and Ordinance should refer to the removal of the conditions relating to unified control.

The development of PD approvals as a phased plan is not unusual and has been permitted with other development, Sec. 125-212 (f)(2) A planned development zoning agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time.

The phasing of the project shall adhere to City Code Sections 125-212(b)(6) and 125-212(c)(1)(c):

RECOMMENDATION

Staff recommend the City Commission **Continue Consideration** of the proposed Millcreek PD Final Site Plan until such a time when the Development Agreement is deemed to be acceptable by the City Attorney's Office.

ALTERNATIVE RECOMMENDATION

Approve with stated/amended Conditions

Or

Disapprove

CITY OF FORT PIERCE

CITY COMMISSION

JULY 21, 2025

MILLCREEK PD FINAL SITE PLAN (Pod 2)
PD2024-00001

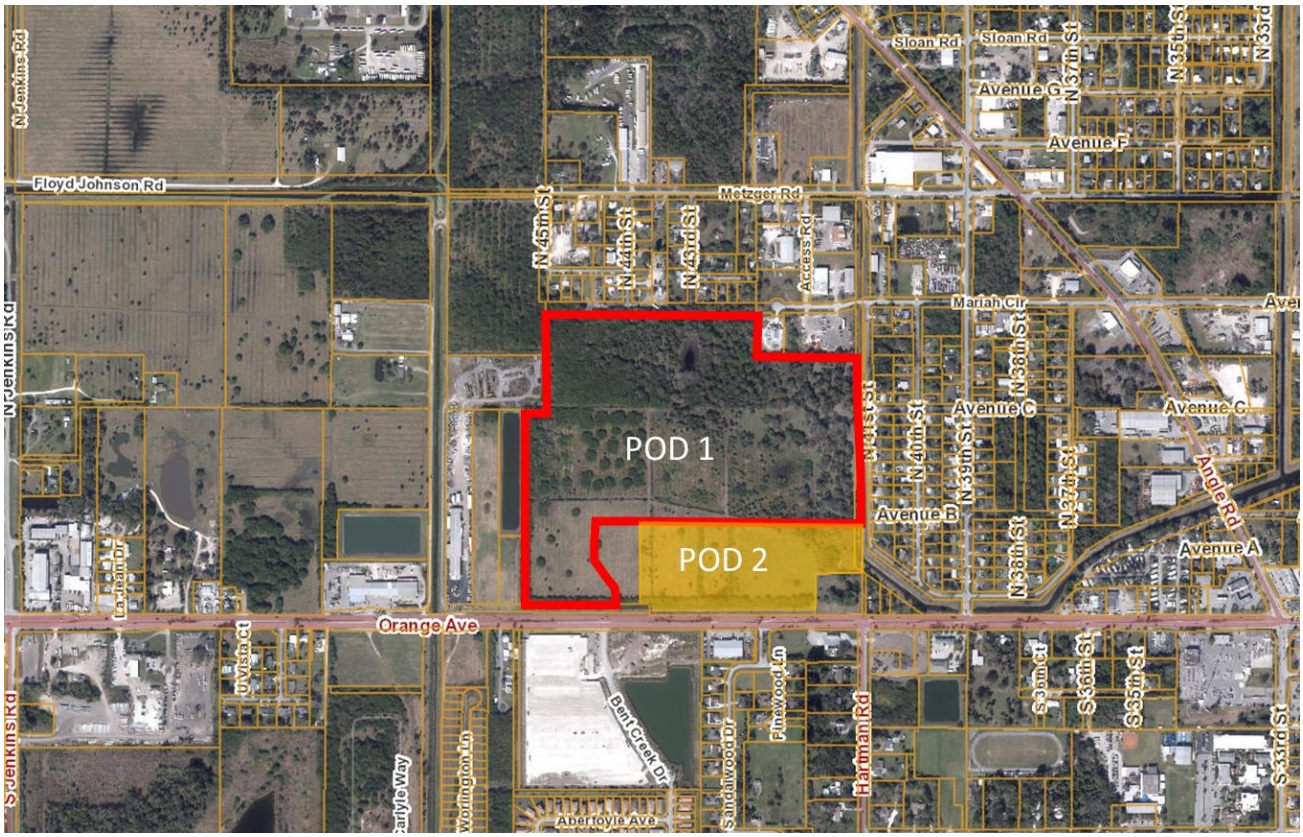
THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Richard Chess, City Manager City Commission
FROM:	Kev Freeman, Planning Director
RE:	**PD2024-00001 Millcreek PD (Orange Ave)** **PD Final Site Plan for Pod 2**
COMMISSION DATE:	July 9, 2025

STAFF REPORT

Agent (on behalf of the Owner): REDTAIL DG. Tod Mowery

Owner: **FM Millcreek Holding LLC**



Summary: PD2024-00001 Millcreek Final Planned Development, 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 Ave and west of 41st Street, to include the Millcreek PD Pod 1 Final Site Plan.

The 'Master' Millcreek PD was approved by Ordinance 23-011 and set out the development parameters for two 'Pods'. Pod 2, subject to a Residential Future Land Use (and the subject of this application, broken into three phases) and the Pod 1, overlaying a Mixed-Use Future Land use (Pod 1 – not included in this application).

Location(s): generally located north of Orange Ave and west of 41st Street.

Parcel ID (s): 2407-124-0001-000-3

Surrounding FLU and Zoning:

NORTH: County RS-4 & IL

SOUTH: City C-3, County CG

EAST: County RS-4, CG

WEST: City I-1, County IL

Request

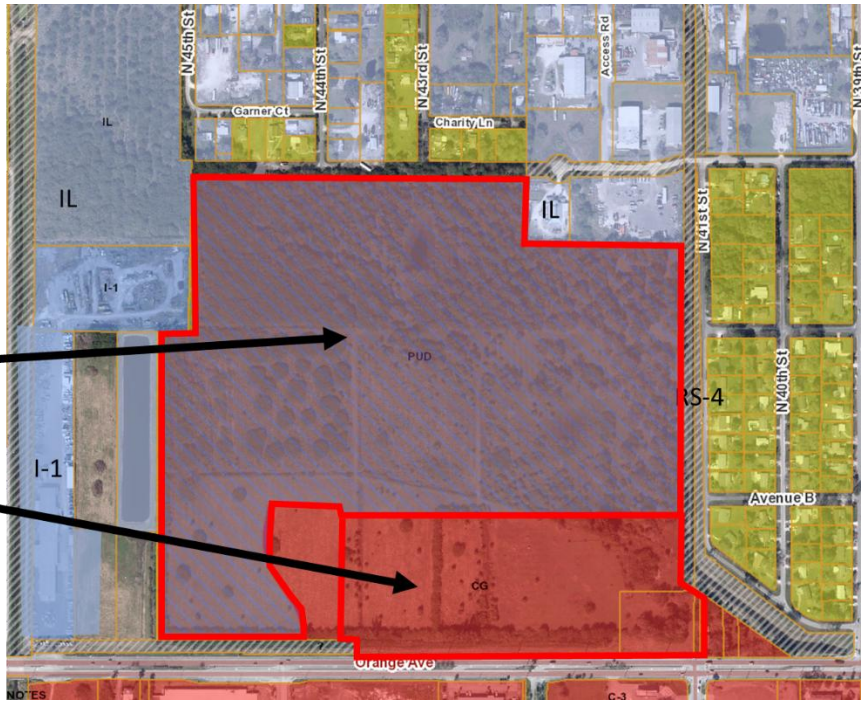
In accordance with Article V Sections 125-212, and 125-314 of the City Code, the applicant is requesting approval of an approval of a Final PD Site Plan. The application for the Millcreek PD Final Planned Development Site Plan for Pod 1 includes a total of 439 dwelling units, distributed in 309 townhomes and 130 detached single-family homes. The density is 7.1 du/ac. (the PD allows up to 12 du/ac). 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 at phase 2), a dog park and a pocket park. Phase 1 incorporates 4 stormwater lakes. Emergency access is planned which aligns with N 43rd Street.

Zoning

Pod 2 : Millcreek Planned Development 439 dwelling units (309 townhomes and 130 detached single-family homes. Density: 7.1 du/ac (allowed 12 du/ac)

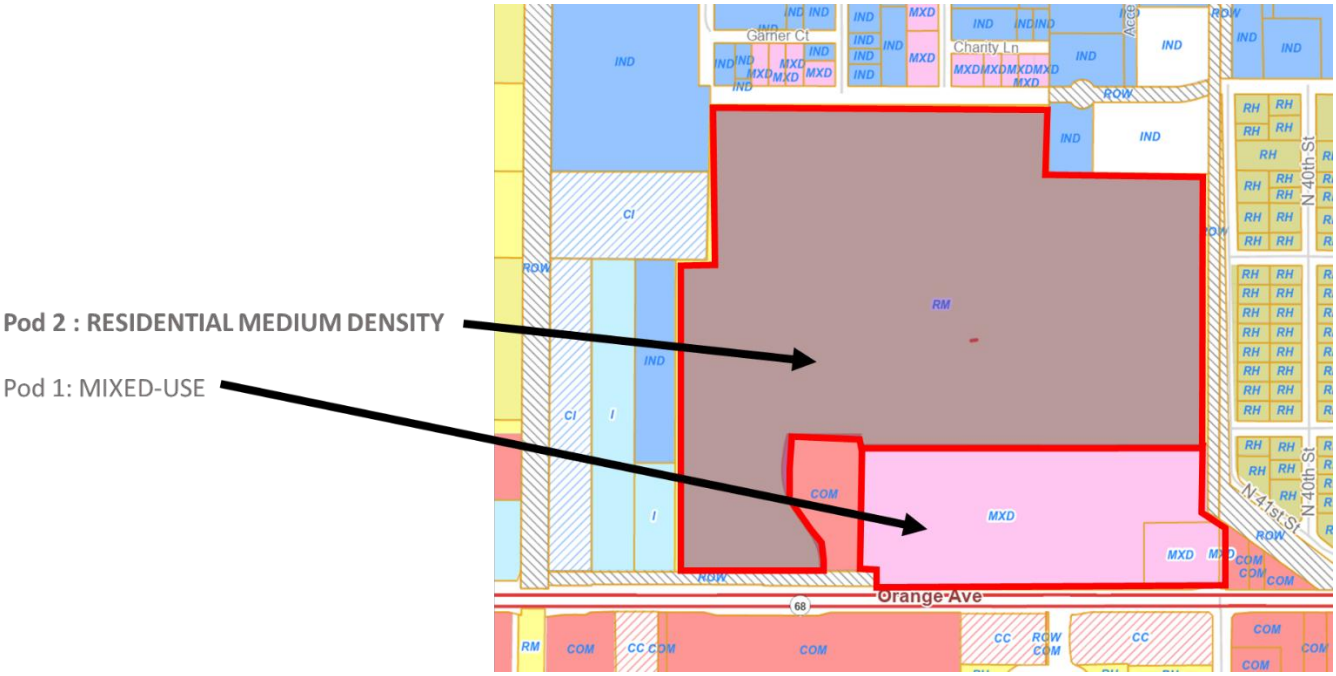
Pod 1: Millcreek Planned Development (not part of this Final PD Plan allowed Density: 15 du/ac)



Existing: Sec. 125-212. - Planned Development Zone (PD).

Purpose. The Planned Development (PD) Zone District is to provide a process for the evaluation of developments which are not otherwise permitted in the zoning districts established by this chapter. The PD District is a voluntary process commenced by an applicant for such zoning designation. The intent is to establish a resilient living and working environment through the application of enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. A PD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economic development, and the protection of adjacent existing and future development. Therefore, the PD alternative may allow uses and design concepts which are not specifically allowed in standard zoning districts. To the extent that any provisions of this section conflict with any other provisions of this Code, the provisions of this section shall prevail.

Future Land Use



Medium Density Residential (RM) – No Change (Pod 2)

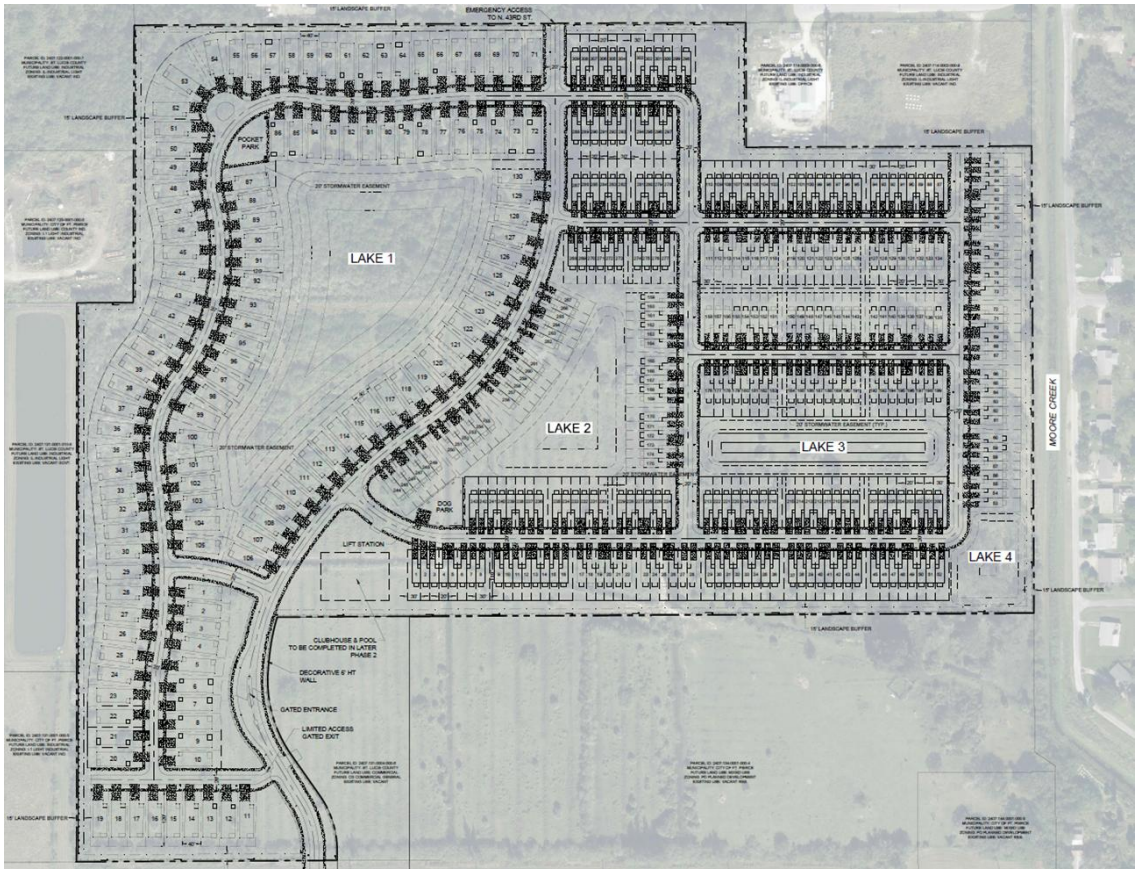
Medium Density Residential (RM): The Medium Density Residential (RM) designation is intended for parcels that are best suited for multifamily residential uses ranging in density from six and one-half to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings 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.

Mixed Use Development (MXD) - No Change (Pod 1)

The MXD designation is intended to promote intensification, redevelopment, and revitalization of the areas targeted for live/work environments. This area is characterized by development that promotes the creation of well-planned centers designed to integrate a variety of complementary uses. This land use designation allows a maximum density of 15 dwelling units per acre and a maximum FAR of 1.5. All MXD designated areas shall contain a minimum of two of the following general land uses:

- Residential (single-family and/or multifamily);
- Commercial—General and/or Neighborhood;
- Commercial—Town Center;
- Hotel (minimum 100 units);

- Office Uses—Professional and/or medical;
- Industrial;
- Institutional.



Design Review

The proposed dwelling units have varied architectural elements, which incorporate vertical and horizonal design articulation and relief. Single-Family units are not subject to design review outside of the FPRA.

Parking

The Final Site Plan provides the required number of parking stalls.

Utilities

FPUA

Traffic Impact Statement

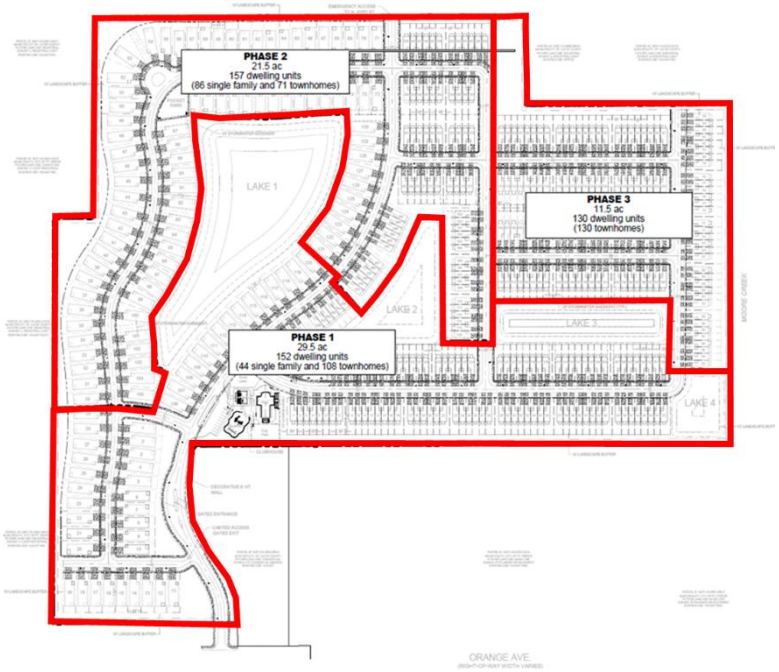
The traffic analysis is accepted and approved. It is proposed that the applicant make the following intersection improvements at Orange Avenue and Bent Creek Drive:

Eastbound: At the time of driveway permits, the queue length for the existing eastbound left turn lane will be determined and improved accordingly as required by FDOT.

Westbound: At the time of driveway permits, a westbound right turn lane will be built according to the requirements of the Florida Design Manual (FDM) and as required by FDOT.

If warranted by FDOT, then the applicant shall construct a traffic signal prior to the at the intersection of Orange Avenue and Bent Creek Drive and in alignment with the primary access to the PD.

Phasing



Stage	Phase 1	Phase 2	Phase 3
Clearing/Grading	November 2025	November 2027	November 2029
Utility Installation	May 2026	May 2028	May 2030
Development Cert	February 2027	February 2029	February 2031
First Closings	August 2027	August 2029	August 2031
Last Closings	July 2029	July 2031	July 2034

Environmental (EW Consultants)

Because of the various native and man-made resources found on the subject property, the site provides potential foraging and nesting habitat for a variety of state and federally listed wildlife species, albeit minimal. In particular, the on-site water resources could provide foraging opportunities for various listed avian species, including a myriad wading birds such as wood stork, roseate spoonbill, sandhill crane and various ibis and herons. No listed wading bird species were observed during the 2024 site visits. No nesting of wading bird species is expected due to the lack of suitable nesting habitat on-site. Non-listed wading birds observed included the cattle egret and white egret.

Other protected avian species which may occur on or near the site include the bald eagle. No eagles or eagle nests were observed on-site during the recent site visits. The closest bald eagle nest to the project site is located approximately 1.5 miles to the northwest on the Eagle Bend project site (nest SL011). Figures 5 and 6 in Appendix A provide a database download of recorded eagle nests and wading bird colonies found on state agency websites.

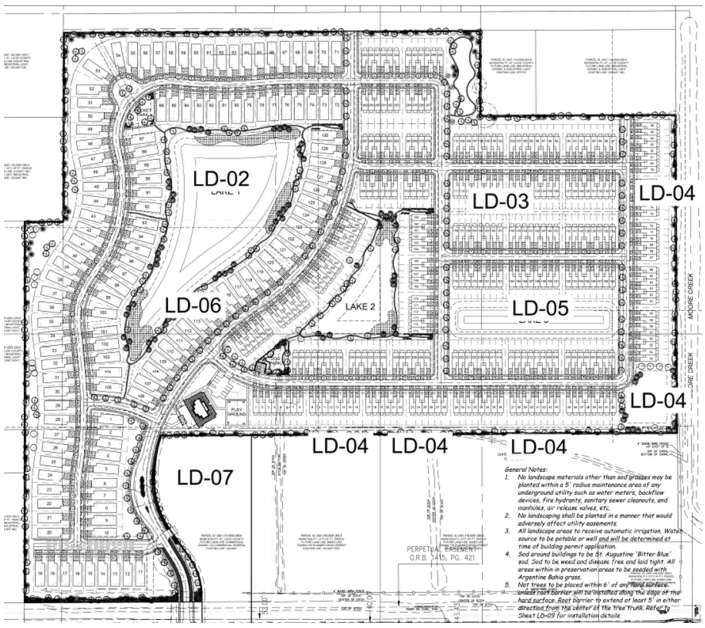
As with most sites in south Florida, sandy uplands, pastures and ditch banks with herbaceous vegetation serve as potential burrowing and foraging habitat for the state-threatened gopher tortoise. During the site visits, several potentially occupied burrows of this species were observed within the project site's native upland area as well as along the trails and ditch banks within the woodland pasture. A systematic gopher tortoise survey will be required within the entire development footprint's upland areas prior to new construction activities. Tortoises in harm's way will have to be relocated to a state-approved receiver site accordingly.

Other wildlife observations included red-bellied woodpecker, blue jay, mocking bird, red-shouldered hawk, black vulture, coyote scat, various rodent species, marsh rabbit, black racer and brown anole.

Landscaping

The development shall comply with the city's landscaping requirements; full tree mitigation analysis shall be required at building permit.

Landscape Data	
North Buffer	73 Trees
East Buffer	34 Trees
West Buffer	65 Trees
Orange (ROW line)	71 Trees
Interior	136 Trees
Trees Required	378
Trees Provided	638



Stormwater Drainage (Thomas Engineering Group).

The existing site is currently undeveloped and appears to have been used for agricultural use in the past. The site currently drains to the NSLWCD canal #3 along the east side of the project through a series of onsite ditches. The site is in flood zone X per FEMA 12111C0178J.

The stormwater management system for the development will generally consist of Interconnected lakes that will discharge through control structures to the existing outfall canal along the east property line. The project will be one drainage basin. The majority of the stormwater infrastructure to support the project being installed in Phase I. Nutrient loading has been included as part of the current requirements; the calculations show an overall reduction in nutrient loading.

Technical Review Committee

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.

Recommended Conditions of Approval

1. All infrastructure, school district bus stop, and stormwater system, shall be completed prior to the issuance of first certificate of occupancy for a residential building
2. A plat of the property shall be required prior to application for a building permit for a residential building.
3. The development shall comply with the permitted density, intensity and residential lot and building heights as outlined within the approved Millcreek PD Development Agreement and Final PD site plan.
4. A detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.
5. The Final PD Plan shall be governed by 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 shall include the binding of successors intitle to any commitments concerning completion of the project and its maintenance and operation.
6. A tree mitigation calculation shall be submitted and approved prior to issuance of a site clearing or vegetation removal permit.
7. A landscape maintenance agreement shall be required prior to final certificate of occupation.
8. All applicable state or federal permits shall be obtained before commencement of the development.

Development Agreement

Section 125-212 – Planned Development Zone, of the City Code requires that a Development Agreement be agreed at time of Final PD Site Plan.

The City Attorney's Office has raised a number of issues which have not yet been fully resolved (please refer to memo RLS 25-139 attached to this item:

1. The Owner of the property, FM Millcreek Holding, LLC, should be the legal entity to enter into the agreement with the City.
2. The requirement for unified control. The Planning Department has investigated this issue:
    a. The Millcreek Planned Development was approved prior to the revised 'Master' and 'Final' PD code (ORD 23-011). However, the requirement for a unity of title and lot combination was conditioned as part of that approval and re-iterated by the Planning Board.

b. The PD includes a natural bifurcation of the PD into two 'Pods', a Mixed-Use 'Pod 1' and Residential 'Pod 2'. Each sets out their own development parameters.

POD 1	POD 2
Mixed-Use (MXD)	Residential (RM)
20% Open Space	20% Open Space
15% Stormwater	15% Stormwater
Density 15 du/ac	Density 12 du/ac
62.51 Acres	17.77 Acres

c. This Final Development Site Plan proposes the buildout of 'Pod 2' through three phases. The buildout of Pod 2 will comply with the development parameters contained within the original PD in terms of maximum density and number of units.

d. The development parameters of 'Pod 1' remain as entitled in the current PD site Plan. The operation, connection, density and intensity of the PD as a whole remains as originally approved.

3. Staff agree that any Development Agreement and Ordinance should refer to the removal of the conditions relating to unified control.
4. The development of PD approvals as a phased plan is not unusual and has been permitted with other development, Sec. 125-212 (f)(2) A planned development zoning agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time.
5. The phasing of the project shall adhere to City Code Sections 125- 212(b)(6) and 125-212(c)(1)(c):

***Staff Recommendation**:*

Staff recommend the City Commission **Continue Consideration** of the proposed Millcreek PD Final Site Plan to a date certain or until such a time when the Development Agreement is deemed to be acceptable by the City Attorney's Office.

Alternative Recommendations:

APPROVE – with Amended/Additional Conditions

OR

DISAPPROVE/DENY

ORDINANCE NO. 25-021

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE MILLCREEK PLANNED DEVELOPMENT (PD) ZONING IN RESPECT OF ONE (1) PARCEL OF APPROXIMATELY 62.51 ACRES OF LAND, MORE OR LESS, AND GENERALLY LOCATED NORTH OF ORANGE AVE AND WEST OF 41ST STREET; APPROVING MILLCREEK PD POD 2 FINAL SITE PLAN THROUGH THE FINAL PLANNED DEVELOPMENT (PD) ZONING PROCESS; APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT;** PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property, generally located at or near Orange Avenue and 41st Street, was rezoned to the **Millcreek** Planned Development (PD), by Ordinance 23-011 by the City Commission at their meeting of February 21, 2023; and

WHEREAS, the **Millcreek** Planned Development (PD) comprises 80.7 Acres, and

WHEREAS, the property comprising approximately 62.51 acres of land and subject of this ordinance, is a single parcel located within the **Millcreek** Planned Development (PD), and subject to the Millcreek PD conceptual site plan, and;

WHEREAS, the applicant seeks an amendment to the existing Planned Development (PD) zoning, to incorporate the '**Millcreek PD Pod 2 Final Site Plan'** as a Final Planned Development (PD); and

WHEREAS, a map depicting the **Millcreek PD Pod 2 Final Site Plan** is attached hereto as **"Exhibit B"**; and

WHEREAS, the proposed amendment is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs; and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 125-136; and

WHEREAS, pursuant to City Code 125-212, PD zoning is permitted in the City subject to a Planned Development Zoning Agreement; and

WHEREAS, the City of Fort Pierce Planning Board, at their March 10, 2025, meeting, voted 6 to 0 to recommend approval of the proposed request for these parcels; and

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

SECTION 1. The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. From and after the effective date hereof, the property being generally located north of Orange Avenue and west of 41st Street in Fort Pierce, Florida and having a zoning designation of Planned Development (PD) and parcel ID: 2407-124-0001-000-3, and having the legal description in "**Exhibit B"**. shall hereby have its zoning amended to incorporate and approve **the Millcreek PD POD 2 Final Site Plan**, as depicted at **"Exhibit A"**, and the **Millcreek PD POD 2 Development Agreement** and conditions thereof, at "**Exhibit C",** attached hereto and incorporated herein.

SECTION 3. The Planned Development Zoning Agreement at Exhibit "**C**", attached hereto and incorporated herein, is approved.

SECTION 4. This Ordinance does not create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

SECTION 5. 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 6. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 7. This Ordinance shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.25-021 was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on July 6, 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 _____, 2025; and was duly introduced, read by title only, and passed on second and final reading _____, 2025, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this ___th day of ____ 2025.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox

(City Seal)

EXHIBIT A

Millcreek PD POD 2 Final Site Plan

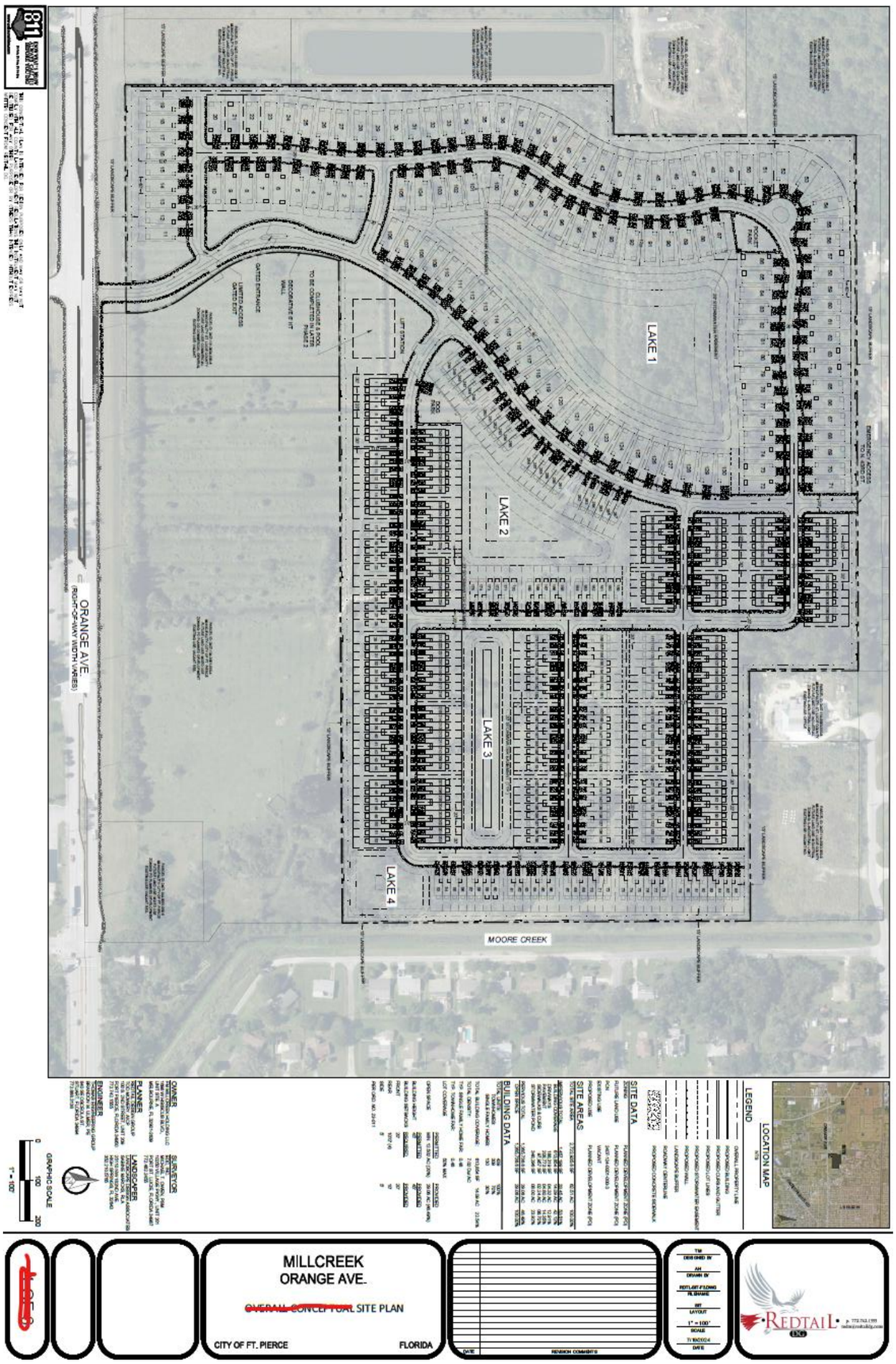


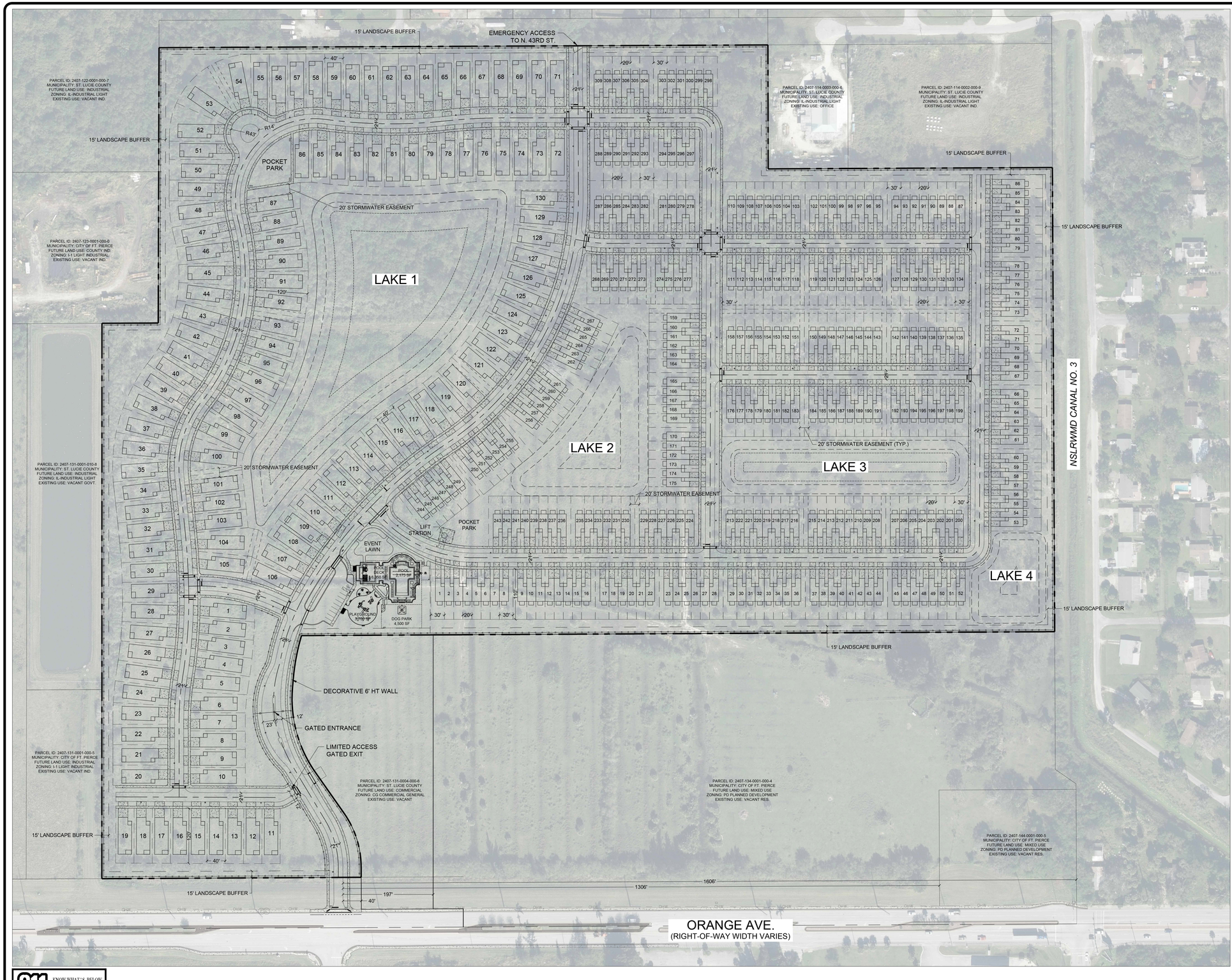
EXHIBIT B

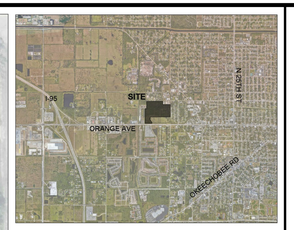
Millcreek PD POD 2 Legal Description

PARCEL A:
A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE S 1/2 OF THE SE 1/4 OF THE NE 1/4 OF THE NE 1/4; AND THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4; AND SE 1/4 OF THE NW 1/4 OF THE NE 1/4; LESS THE NORTH 50 FEET THEREOF; AND SE 1/4 OF THE NE 1/4, LESS THE NORTH 254.5 FEET SOUTH 294.5 FEET OF THE EAST 300 FEET OF THE SE 1/4 OF THE SE 1/4 OF THE NE 1/4; AND THE EAST 791.25 FEET OF THE SW 1/4 OF THE NE 1/4; LESS RIGHTS OF WAY FOR PUBLIC ROADS AND DRAINAGE CANALS AS TO ALL OF SAID PARCELS; ALL IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 600.00 FEET THEREOF.
PARCEL B:
A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
THE WEST 725.27 FEET OF THE SOUTH 600.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, LESS RIGHT-OF- WAY FOR PUBLIC ROADS AND DRAINAGE CANALS.
LESS AND EXCEPT THE FOLLOWING PARCEL:
A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7; THENCE NORTH 00°00'56" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 40.00 FEET; THENCE SOUTH 89°42'09" WEST ALONG A LINE 40 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 65.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°42'09" WEST ALONG SAID PARALLEL LINE FOR 157.17 FEET; THENCE NORTH 00°17'51" WEST, FOR 92.93 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 206.46 FEET AND A CENTRAL ANGLE OF 34°44'37"; THENCE NORTHWESTERLY ALONG SAID CURVE FOR 125.20 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°02'28N WEST, FOR 109.91 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 39°48'56"; THENCE NORTHERLY ALONG SAID CURVE FOR 194.58 FEET TO A POINT OF TANGENCY, THENCE NORTH 04° 46'28" EAST, FOR 18.58 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 477.11 AND A CENTRAL ANGLE OF 11°47'43" THENCE NORTHERLY ALONG SAID CURVE FOR 98.22 FEET; THENCE NORTH 89°42'09" EAST ALONG A LINE 640 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 288.42 FEET; THENCE SOUTH 00°00'56" WEST ALONG THE EAST LINE OF THE WEST 725.27 FEET OF THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 600.01 FEET TO THE POINT OF BEGINNING.
AND FURTHER EXCEPTING ANY PART LYING WITHIN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3210, PAGE 468, OF THE PUBLIC RECORDS OF SAID COUNTY.
SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.
SAID LANDS LYING AND SITUATE IN ST LUCIE COUNTY, FLORIDA.

EXHIBIT D

Millcreek PD Phase 1 Development Agreement
{TO BE ATTACHED}





LEGAL DESCRIPTION

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SAID LANDS LYING AND SITUATE IN ST LUCIE COUNTY, FLORIDA.

SITE DATA

ZONING	PLANNED DEVELOPMENT ZONE (PD)
FUTURE LAND USE	PLANNED DEVELOPMENT ZONE (PD)
PCN	2407-124-0001-000-3
EXISTING USE	VACANT
PROPOSED USE	PLANNED DEVELOPMENT ZONE (PD)

SITE AREAS

TOTAL SITE AREA	2,722,935.6 SF	62.51 AC	100.00%
IMPERVIOUS TOTAL	1,457,199 SF	33.45 AC	53.51%
BUILDING COVERAGE	613,854 SF	14.09 AC	42.12%
DRIVWAYS	188,319 SF	04.32 AC	12.91%
PAVEMENT	208,773 SF	04.80 AC	14.35%
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PERVIOUS TOTAL	1,265,736.6 SF	29.06 AC	46.49%
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TOTAL UNITS:	439	100%	
TOWNHOMES:	309	70%	
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TYP. TOWNHOME FAR:	0.46		
LOT COVERAGE	50% MAX		

	PERMITTED	PROVIDED
OPEN SPACE	MIN. 12.502 AC (20%)	29.06 AC (46.49%)
	PERMITTED	PROVIDED
BUILDING HEIGHT	45'	45'
BUILDING SETBACKS	REQUIRED	PROVIDED
FRONT	20'	20'
REAR	10'/2' (4)	10'
SIDE	5'	5'

PER ORD. NO. 23-011

PARKING DATA

PAVILION: 300 SF
TOTAL PARKING PROVIDED: 10 SPACES
(INCLUDES 1 ACCESSIBLE SPACE)

GRAPHIC SCALE
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1" = 100'

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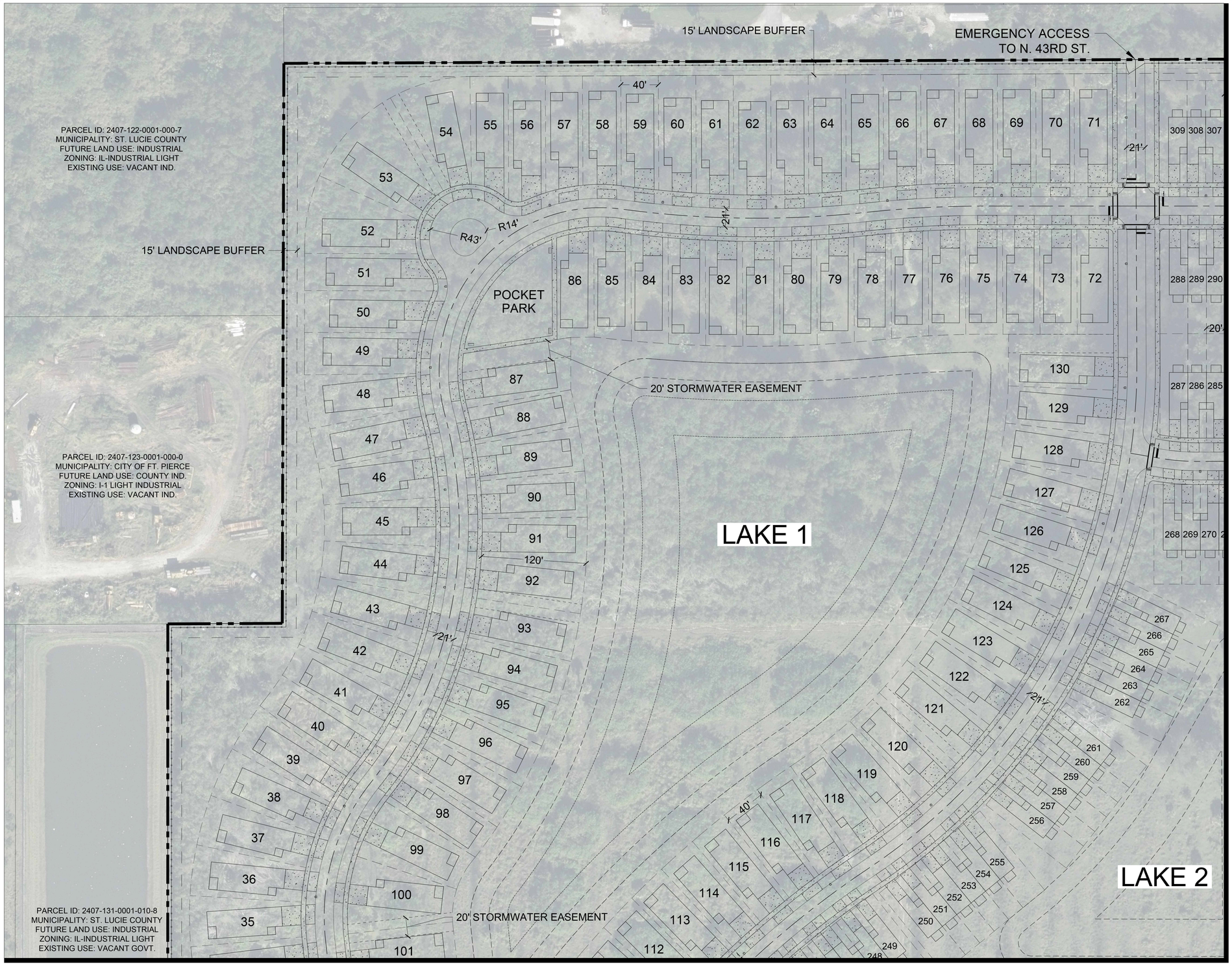
REDTAIL DG
100 S. 2nd Street
Fort Pierce, FL 34950

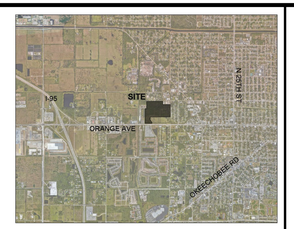
TM DESIGNED BY
AH DRAWN BY
ROT-SIT-F4 SUBMITTAL.DWG FILENAME
SIT LAYOUT
SCALE
DATE

DATE	REVISION COMMENTS
11.15.2024	REVISED PER TRC COMMENTS

MILLCREEK
ORANGE AVE.
OVERALL CONCEPTUAL SITE PLAN
CITY OF FT. PIERCE FLORIDA

SHEET 1 of 6





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SITE DATA

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FUTURE LAND USE	PLANNED DEVELOPMENT ZONE (PD)
PCN	2407-124-0001-000-3
EXISTING USE	VACANT
PROPOSED USE	PLANNED DEVELOPMENT ZONE (PD)

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PER ORD. NO. 23-011

PARKING DATA

PAVILION: 300 SF
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REDTAIL DG
100 S. 2nd Street
Fort Pierce, FL 34950

TM DESIGNED BY
AH DRAWN BY
RDT_SIT-#4 SUBMITTAL.DWG FILENAME
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SCALE
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MILLCREEK
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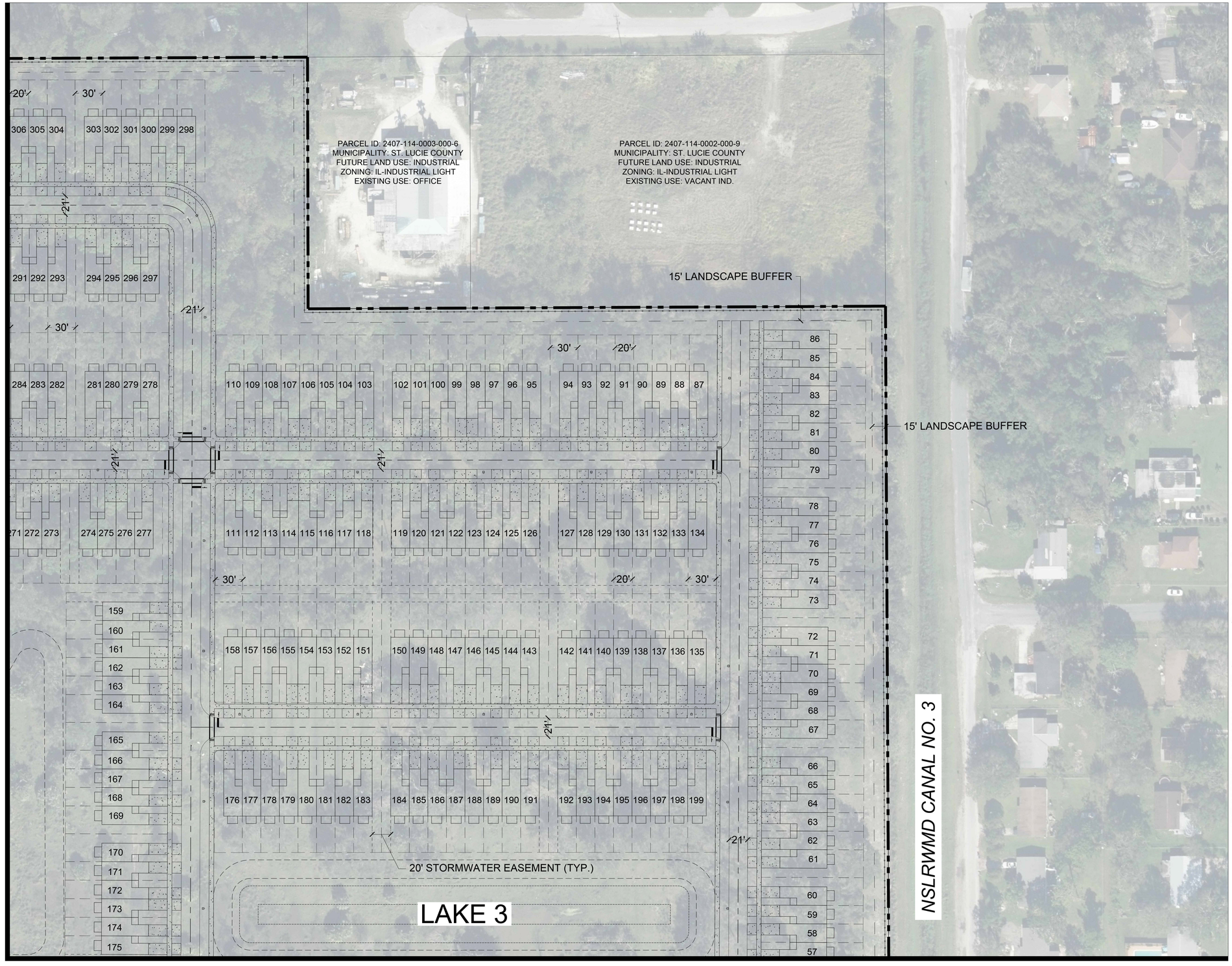
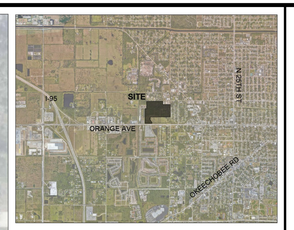
CONCEPTUAL SITE PLAN
CITY OF FT. PIERCE FLORIDA





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MILLCREEK
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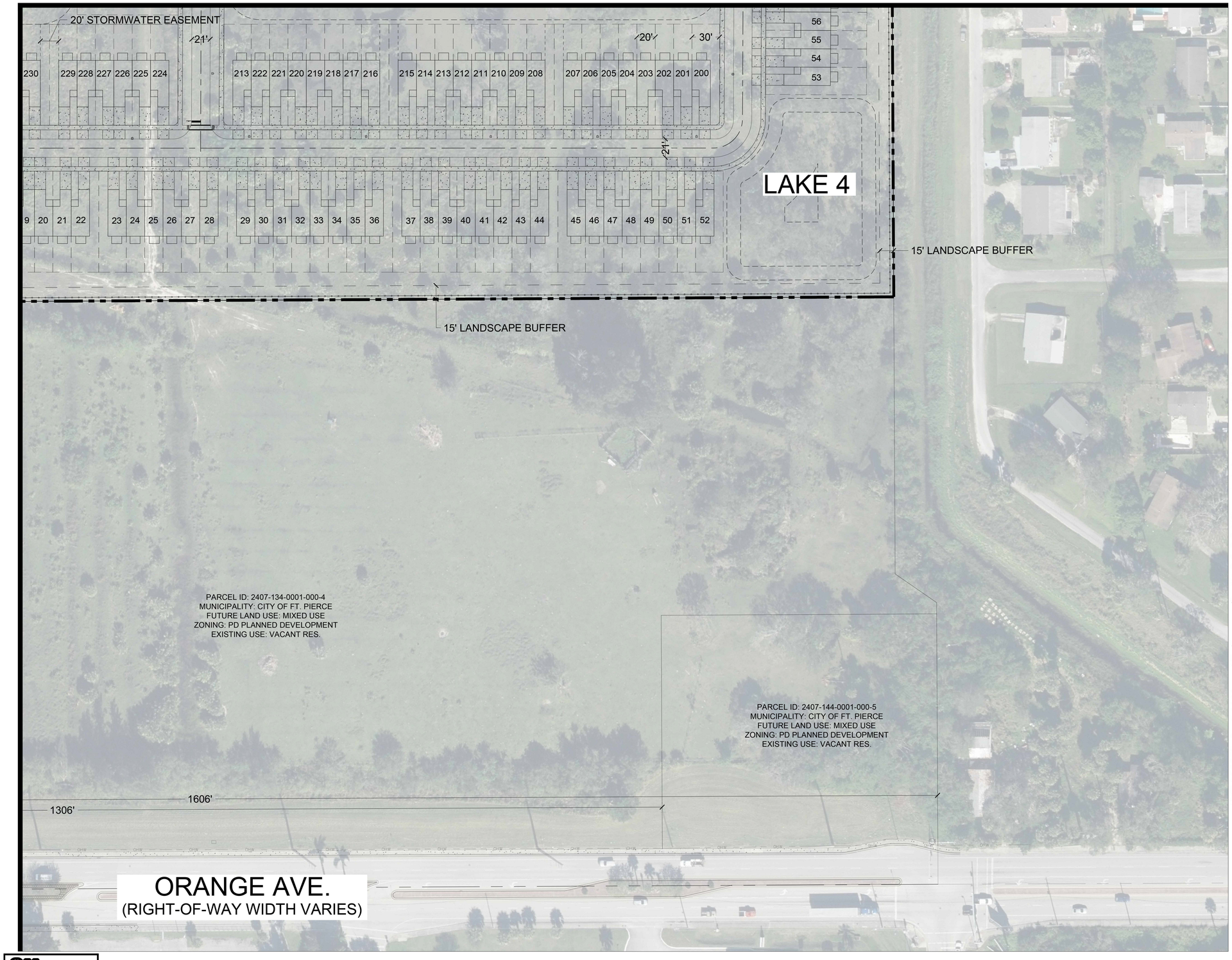
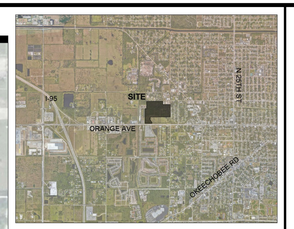
SHEET 3 OF 6





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PARCEL B: A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WEST 725.27 FEET OF THE SOUTH 600.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, LESS RIGHT-OF- WAY FOR PUBLIC ROADS AND DRAINAGE CANALS. LESS AND EXCEPT THE FOLLOWING PARCEL: A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7; THENCE NORTH 00°00'56" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 40.00 FEET; THENCE SOUTH 89°42'09" WEST ALONG A LINE 40 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 65.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°42'09" WEST ALONG SAID PARALLEL LINE FOR 157.17 FEET; THENCE NORTH 00°17'51" WEST, FOR 92.93 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 206.46 FEET AND A CENTRAL ANGLE OF 34°44'37"; THENCE NORTHWESTERLY ALONG SAID CURVE FOR 125.20 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°02'28W WEST, FOR 109.91 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 39°48'56"; THENCE NORTHERLY ALONG SAID CURVE FOR 194.58 FEET TO A POINT OF TANGENCY; THENCE NORTH 04°46'28" EAST, FOR 18.58 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 477.11 AND A CENTRAL ANGLE OF 11°14'41" THENCE NORTHERLY ALONG SAID CURVE FOR 98.22 FEET; THENCE NORTH 89°42'09" EAST ALONG A LINE 640 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 288.42 FEET; THENCE SOUTH 00°00'56" WEST ALONG THE EAST LINE OF THE WEST 725.27 FEET OF THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 600.01 FEET TO THE POINT OF BEGINNING.

AND FURTHER EXCEPTING ANY PART LYING WITHIN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3210, PAGE 468, OF THE PUBLIC RECORDS OF SAID COUNTY.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS LYING AND SITUATE IN ST LUCIE COUNTY, FLORIDA.

SITE DATA

ZONING	PLANNED DEVELOPMENT ZONE (PD)
FUTURE LAND USE	PLANNED DEVELOPMENT ZONE (PD)
PCN	2407-124-0001-000-3
EXISTING USE	VACANT
PROPOSED USE	PLANNED DEVELOPMENT ZONE (PD)

SITE AREAS

TOTAL SITE AREA	2,722,935.6 SF	62.51 AC	100.00%
IMPERVIOUS TOTAL	1,457,199 SF	33.45 AC	53.51%
BUILDING COVERAGE	613,854 SF	14.09 AC	42.12%
DRIVWAYS	188,319 SF	04.32 AC	12.91%
PAVEMENT	208,773 SF	04.80 AC	14.35%
SIDEWALKS & CURB	97,957 SF	02.24 AC	06.70%
STORMWATER POND	348,296 SF	08.00 AC	23.92%
PERVIOUS TOTAL	1,265,736.6 SF	29.06 AC	46.49%
OPEN SPACE	1,265,736.6 SF	29.06 AC	100.00%

BUILDING DATA

TOTAL UNITS:	439	100%	
TOWNHOMES:	309	70%	
SINGLE FAMILY HOMES:	130	30%	
TOTAL BUILDING COVERAGE:	613,854 SF	14.09 AC	22.54%
TOTAL DENSITY:	7.02 Du/ AC		
TYP. SINGLE FAMILY HOME FAR:	0.48		
TYP. TOWNHOME FAR:	0.46		
LOT COVERAGE	50% MAX		

	PERMITTED	PROVIDED
OPEN SPACE	MIN. 12.502 AC (20%)	29.06 AC (46.49%)
	PERMITTED	PROVIDED
BUILDING HEIGHT	45'	45'
BUILDING SETBACKS	REQUIRED	PROVIDED
FRONT	20'	20'
REAR	10'/2' (4)	10'
SIDE	5'	5'

PER ORD. NO. 23-011

PARKING DATA

PAVILION: 300 SF
TOTAL PARKING PROVIDED: 10 SPACES
(INCLUDES 1 ACCESSIBLE SPACE)

GRAPHIC SCALE
0 50 100
1" = 50'

REDTAIL DG
100 S. 2nd Street
Fort Pierce, FL 34950

TM DESIGNED BY
AH DRAWN BY
ROT_SIT-F4 SUBMITTAL.DWG FILENAME
SIT-4 LAYOUT
SCALE
DATE

DATE	REVISION COMMENTS
11.15.2024	REVISED PER TRC COMMENTS

MILLCREEK
ORANGE AVE.
CONCEPTUAL SITE PLAN
CITY OF FT. PIERCE FLORIDA

SHEET 4 OF 6

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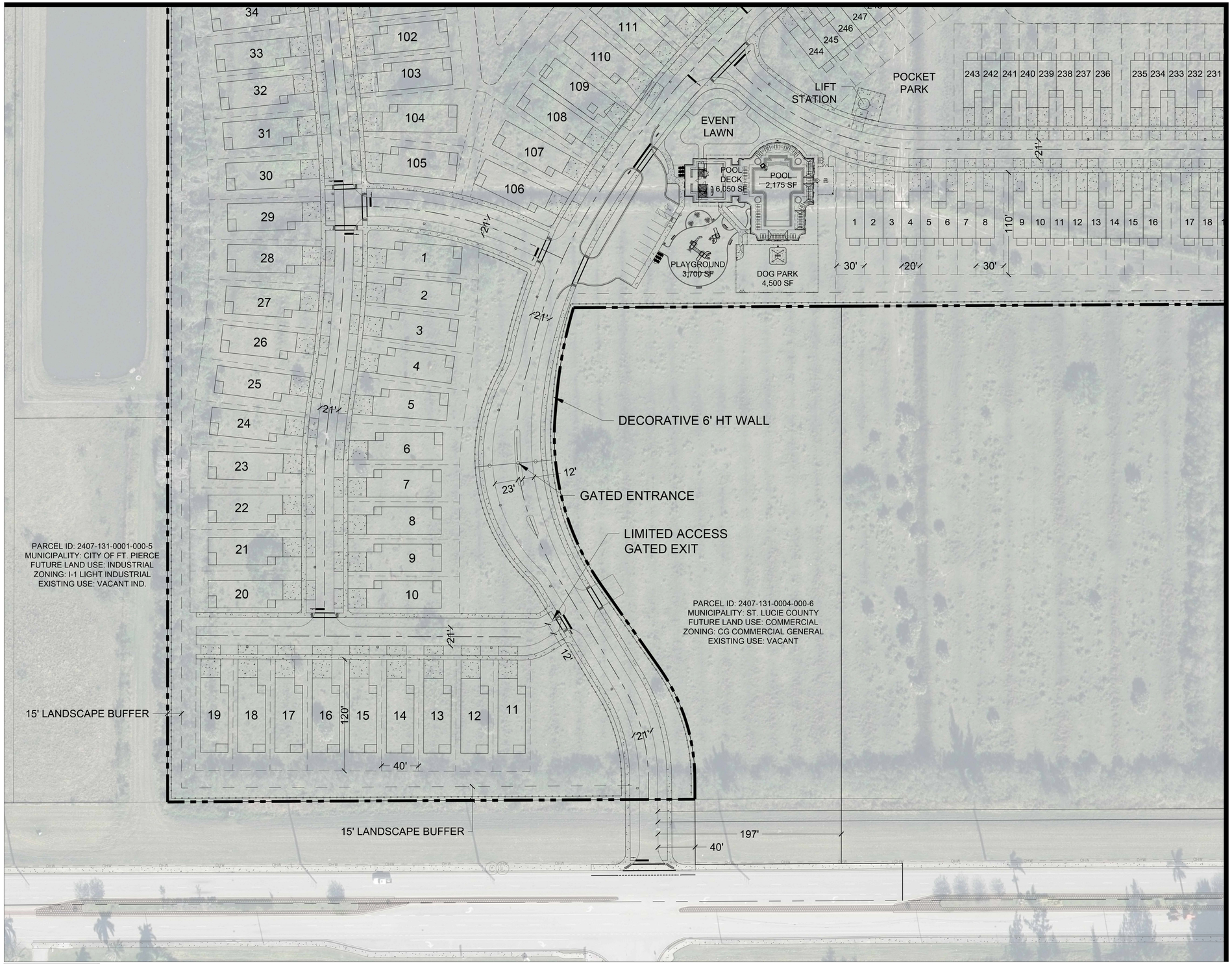

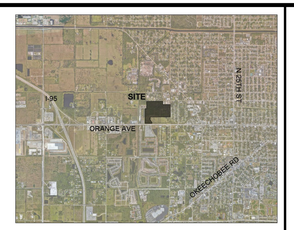

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PER ORD. NO. 23-011

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GRAPHIC SCALE
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2 3
5 4

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REDTAIL DG
100 S. 2nd Street
Fort Pierce, FL 34950

TM DESIGNED BY
AH DRAWN BY
FILENAME: SIT-5 LAYOUT
SCALE
DATE

DATE	REVISION COMMENTS
11.15.2024	REVISED PER TRC COMMENTS

MILLCREEK
ORANGE AVE.
CONCEPTUAL SITE PLAN
CITY OF FT. PIERCE FLORIDA

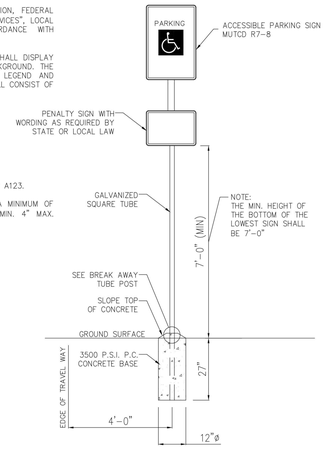
SHEET 5 OF 6

NOTES:
1. ALL SIGNS SHALL COMPLY WITH U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES", LOCAL CODES AND AS SPECIFIED. MOUNT SIGNS TO POST IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
2. THE TOP PORTION OF THE PARKING BY DISABLED PERMIT ONLY SIGN SHALL DISPLAY WHITE REFLECTIVE LEGEND AND BORDER WITH A BLUE REFLECTIVE BACKGROUND. THE BOTTOM PORTION OF THE SIGN SHALL DISPLAY AN OPAQUE BLACK LEGEND AND BORDER WITH A REFLECTIVE WHITE BACKGROUND. SIGN FABRICATION SHALL CONSIST OF ONE PANEL.
3. GALVANIZED SQUARE TUBE

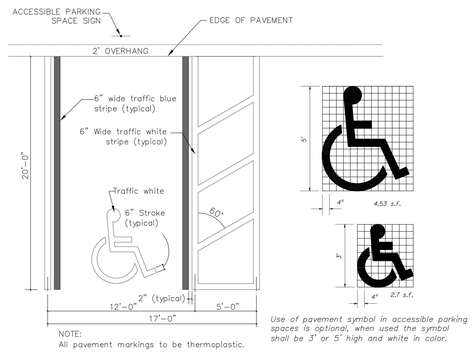
   POST TUBES – 2"x2"x3/16" 14ga
   POST TUBE SHALL MEET ASTM A1011 GRADE 50.
   POST TUBE GALVANIZED AS PER ASTM A653 GRADE 90.

   ANCHOR TUBE – 2-1/4"x2-1/4"x3/16" 14ga
   HEAVY DUTY ANCHOR TUBE SHALL MEET ASTM A500 GRADE B.
   STRUCTURAL TUBE AND STEEL SHALL BE HOT DIP GALVANIZED PER ASTM A123.

   THE UPPER SIGN POST SHALL TELESCOPE INSIDE THE ANCHOR TUBE A MINIMUM OF 12". THE ANCHOR TUBE SHALL BE A MINIMUM 27" DEEP WITH 3" MIN. 4" MAX. EXPOSED ABOVE FINISH GRADE.



ACCESSIBLE SIGN MOUNTING AND BASE
N.T.S

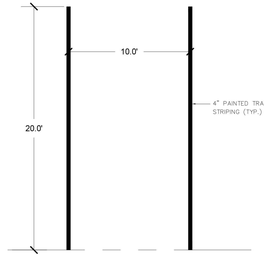


NOTE:
All pavement markings to be thermoplastic.

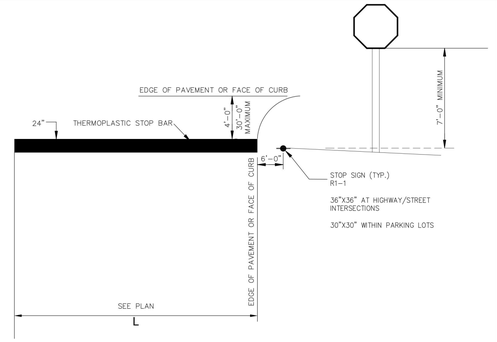
ACCESSIBLE PARKING STALL
N.T.S

Use of pavement symbol in accessible parking spaces is optional, when used the symbol shall be 3' or 5' high and white in color.

UNIVERSAL SYMBOL OF ACCESSIBILITY
N.T.S



TYPICAL PARKING DETAIL
N.T.S



NOTES:
1. INSTALLATION OF STOP SIGNS SHALL BE IN ACCORDANCE WITH THE SECTION 28.04 OF THE MUTCD. MULTI-WAY STOP SIGNS SHALL BE PLACED ONLY IF APPLICABLE IN ACCORDANCE WITH SECTION 28.07 OF THE MUTCD. STOP SIGNS ARE USED TO INDICATE THAT TRAFFIC IS ALWAYS REQUIRED TO STOP AND SHOULD NEVER BE USED TO SLOW OR CALM TRAFFIC FLOW. STOP SIGNS SHALL BE OCTAGONAL AND AT LEAST 30 INCHES HIGH BY 30 INCHES WIDE WITH WHITE DIAMOND GRADE SHEETING BACKGROUND) AND CLEAR RED ELECTROCUT OVERLAY OR SILKSCREENED WITH CLEAR ULTRAVIOLET RESISTANT OVERLAY.
2. A STOP BAR OR LINE IS REQUIRED AT EACH LOCATION WHERE A STOP SIGN EXISTS. THE STOP BAR SHALL CONSIST OF A SOLID 24-INCH WIDE WHITE THERMOPLASTIC LINE THAT EXTENDS ACROSS THE APPROACH LANES TO INDICATE THE POINT AT WHICH THE STOP IS INTENDED OR REQUIRED TO BE MADE.

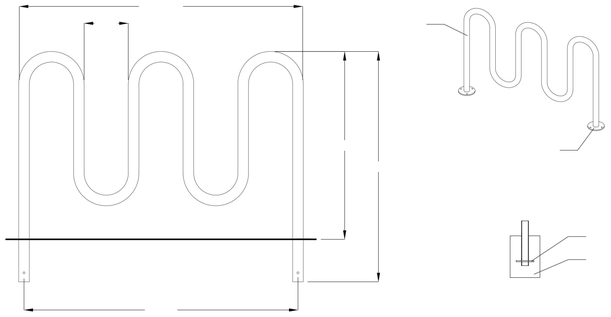
TYPICAL STOP BAR AND SIGN LOCATION DETAIL
N.T.S



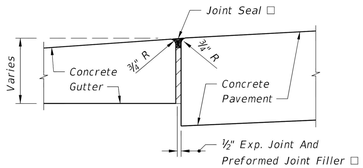
WHITE LEGEND RED BACKGROUND

R1-1
30" X 30"

STOP SIGN
N.T.S

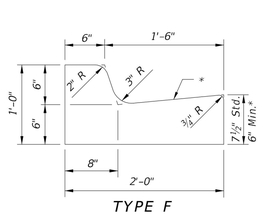


BICYCLE RACK DETAILS
N.T.S

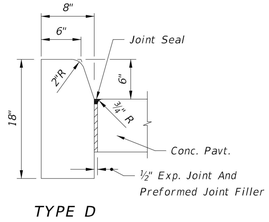


☐ *Applies to both high and low sides of pavement, low side shown.*

EXPANSION JOINT BETWEEN GUTTER AND CONCRETE PAVEMENT



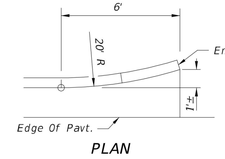
TYPE F



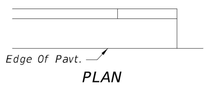
TYPE D

Note: *For use adjacent to concrete or flexible pavement, concrete shown. Expansion joint, preformed joint filler and joint seal are required between curbs and concrete pavement only.*

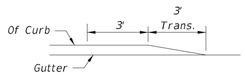
CONCRETE CURB



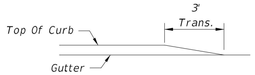
PLAN



PLAN



PROFILE FLARED END



PROFILE STRAIGHT END

CURB AND GUTTER TYPE F

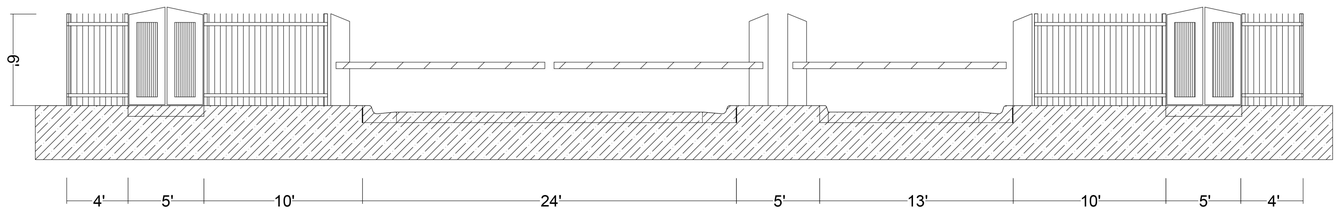
CURB AND GUTTER ENDINGS

* *When used on high side of roadways, the cross slope of the gutter shall match the cross slope of the adjacent pavement. The thickness of the lip shall be 6", unless otherwise shown on plans.*

◪ *Rotate entire section so that gutter cross slope matches slope of adjacent circulating roadway pavement.*

For use adjacent to concrete or flexible pavement. For details depicting usage adjacent to flexible pavement, see Sheet 2. Expansion joint, preformed joint filler and joint seal are required between curb & gutter and concrete pavement only.

CONCRETE CURB AND GUTTER DETAILS
N.T.S



GATED ENTRY SECTION*

* EXACT DESIGN TO BE SPECIFIED AT LATER STAGE

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REDTAIL DG
100 S. 2nd Street
Fort Pierce, FL 34950

DESIGNED BY	DRAWN BY	FILENAME	LAYOUT	SCALE	DATE
TM	AH	ROT...SIT #4 SUBMITTAL.DWG	DET		

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MILLCREEK
ORANGE AVE.
DETAILS
CITY OF FT. PIERCE
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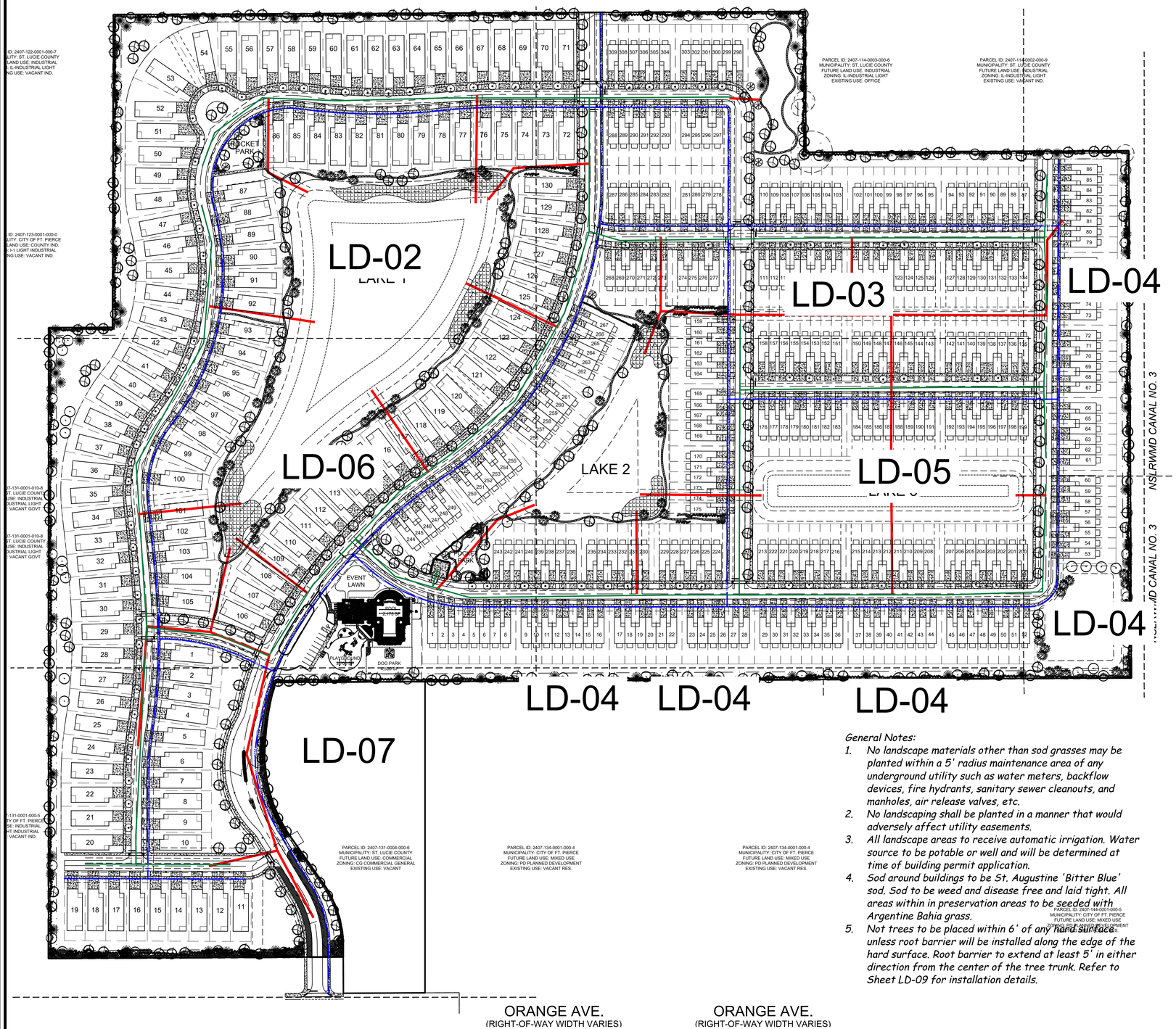
SHEET 6 OF 6



Landscape Legend:

Symb	Qty	Tag	WU	Name (N) Native (F) Flowering Tree (E) Evergreen
	Trees:			
	69	AR		Red Maple (N)(F) Acer rubrum, FG, 12' Ht, 5' Spr., 2.5" DBH
	80	IC		Dahoon Holly (N)(E) Ilex cassine, FG, 12' ht, 5' Spr., 2.5" DBH
	87	PE		Slash Pine (N)(E) Pinus eliottii 'densa', FG, 12' ht, 5' Spr., 2.5" DBH
	313	QV		Live Oak (N)(E) Quercus virginiana, FG, 12' Ht, 5' Spr., 2.5" DBH
	123	SP		Cabbage Palm (N) (3:1) relocated from site
	10	TA		Yellow Tabebuia (F) Tabebuia argentea, FG, 12' Ht, 5' Spr., 2.5" DBH
	76	TD		Bald Cypress (N) Taxodium distichum, FG, 12' ht, 5' Spr., 2.5" DBH
	Accents:			
	10	CRI		Crinum Lily Crinum asiaticum 'Queen Emma, 7 gal, 36" oc
	6	HIS		Hibiscus Standard, 'Tequila' Hibiscus rosa-sinensis, 7 gal, STD, 36" ht
	Shrubs:			
	1345	FOR		Florida Privet (N) Foresteria segregata, 3 gal, 24" ht, 36" o.c.
	848	HAM		Dwarf Firebush (N)(F) Hamelis patens 'Calusa', 3 gal, 18" ht, 36" o.c.
	265	MUH		Muhly Grass Muhlenbergia capillaris, 3 gal, 36" oc
	668	MYR		Wax Myrtle (N) (E) Myrica cerifera, 3 gal, 24"x18", 36" o.c.
	643	SER		Saw Palmetto (N) Serenoa repens, 3 gal, 48" oc
	76	TRI		Fakahatchee Grass (N) Tripsacum dactyloides, 3 gal, 36" oc
	239	ZAM		Coontie (N)(E) Zamia pumila, 3 gal, 36" oc
	Groundcover:			
	5138 sf	ARA		Perennial Peanut Arachis glabrata 'Ecoturf', sod form
	78	LAN		Pineland Lantana (N) Lantana depressa, 1 gal, 6"x12", 36" o.c.
	128	LIR		Liriope Liriope muscari 'Emerald Godess', 1 gal, 12" oc
	98	PEN		Pentas Pentas lanceolata 'New Look Red', 1 gal, 6" ht, 12" oc.

General Notes:

1. *No landscape materials other than sod grasses may be planted within a 5' radius maintenance area of any underground utility such as water meters, backflow devices, fire hydrants, sanitary sewer cleanouts, and manholes, air release valves, etc.*
2. *No landscaping shall be planted in a manner that would adversely affect utility easements.*
3. *All landscape areas to receive automatic irrigation. Water source to be potable or well and will be determined at time of building permit application.*
4. *Sod around buildings to be St. Augustine 'Bitter Blue' sod. Sod to be weed and disease free and laid tight. All areas within in preservation areas to be seeded with Argentine Bahia grass.*
5. *Not trees to be placed within 6' of any hard surface unless root barrier will be installed along the edge of the hard surface. Root barrier to extend at least 5' in either direction from the center of the tree trunk. Refer to Sheet LD-09 for installation details.*

Landscape Data:

Exterior Landscape:

Buffer against other Property Lines:			
North:	2,266- 50' driveway =2,176 x10' = 21,760 sf/300		73 trees
East:	1,016'x10' = 10,160 sf/300		34 trees
West:	1,942'x10 = 19,420 sf/200		65 trees
Buffer against R/W line:			
South: 2,218'-100' driveway = 2,118 x10 = 21,180 sf/300			71 trees
Interior Landscape			
Total VUA area:	204,339 sf		
Landscape Area required:	1 sf/15 sf VUA	13,623 sf	
Total Interior trees required:	1 tree/100 sf		136 trees
Landscape area provided:		36,737 sf	
Total trees required:			378 Trees
Total trees provided:			638 Trees

Tree Mitigation

Native trees, 14" or greater, on site:		
Total:		10,099 inches
Native trees, 14" or greater removed:		10,024 inches
Native trees preserved:		75 inches
Mitigation required:		19,898 inches
Mitigation provided:		
Extra Trees planted: 247 trees @ 2.5"		618 inches
and payment of $5,784,150 into mitigation fund		
Palm Tree Mitigation		
Palm Trees on site:	172 trees	
Palm trees relocated on site:	172 trees	

Graphic Scale
100 50 0 100
Scale: 1" = 100'

Landscape Design Associates
25110 NW 182nd Ave
High Springs, FL 32643
352-210-5765 ph. www.landscapeda.com

Revisions	
Date	Comments
11.15.2024	per staff comments

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Checked by: SM
CADD No.: 24-044 lp.dwg
Date: 7.17.24

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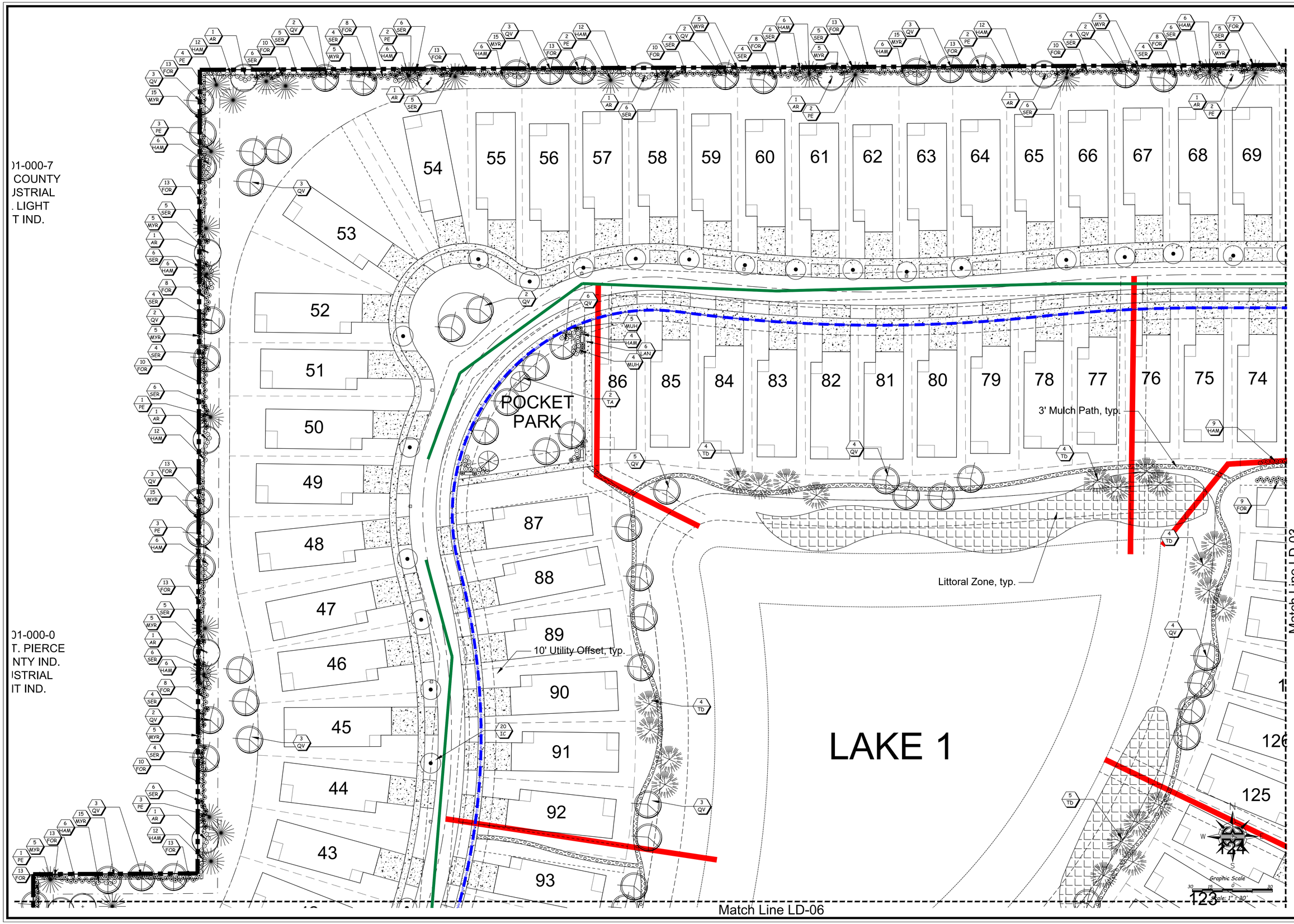
Millcreek
City of Fort Pierce
Overall Landscape Plan

LICENSED LANDSCAPE ARCHITECT LA0001733 STATE OF FLORIDA

LD-01



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Revisions	
Date	Comments
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Millcreek
City of Fort Pierce
Landscape Plan

LD-02

3' Mulch Path

Ex. Tree, to remain, typ.

PARCEL ID: 2407-114-0003-000-6
MUNICIPALITY: ST. LUCIE COUNTY
FUTURE LAND USE: INDUSTRIAL
ZONING: IL-INDUSTRIAL LIGHT
EXISTING USE: OFFICE

PARCEL ID: 2407-114-(
MUNICIPALITY: ST. LUC
FUTURE LAND USE: IN
ZONING: IL-INDUSTRI
EXISTING USE: VAC

Match Line LD-02

Match Line LD-04

Match Line LD-05

Graphic Scale
30 15 0 30
Scale: 1" = 30'

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Date: 7.17.24

Revisions
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Millcreek
City of Fort Pierce
Landscape Plan

LA0001733
REGISTERED LANDSCAPE ARCHITECT
STATE OF FLORIDA

LD-03

Ex. Tree, to remain, Typ,

Match Line A

Match Line LD-03

Match Line LD-05

Match Line B

Match Line C

Match Line D

Match Line LD-7

LAKE 4

N

W E

S

Graphic Scale

30 15 0 30

Scale: 1" = 30'

Match Line LD-04

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Date:	7.17.24

Revisions	
Date	Comments
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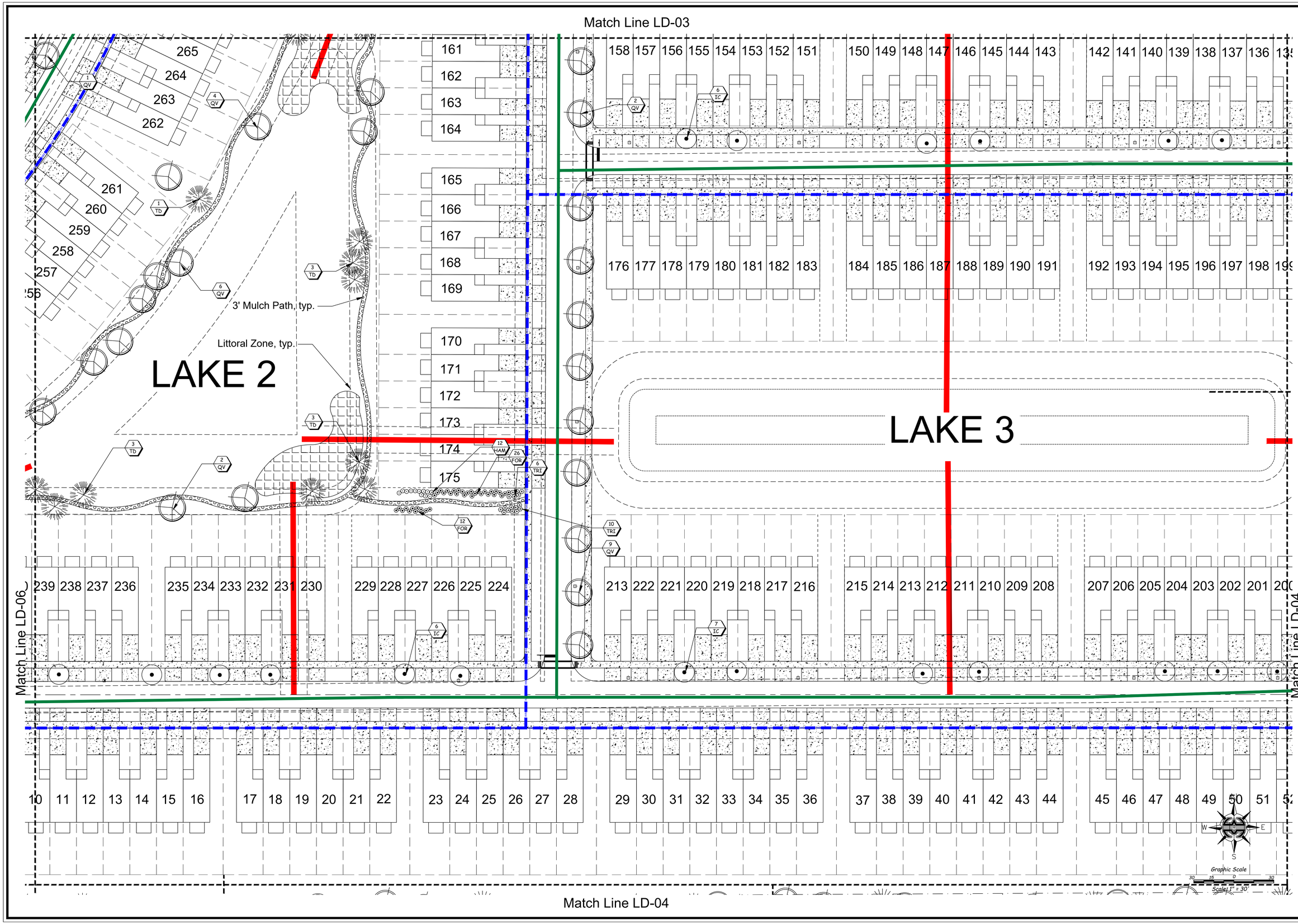
Millcreek

City of Fort Pierce

Landscape Plan

LD-04



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Revisions	
Date	Comments
11.15.2024	per staff comments

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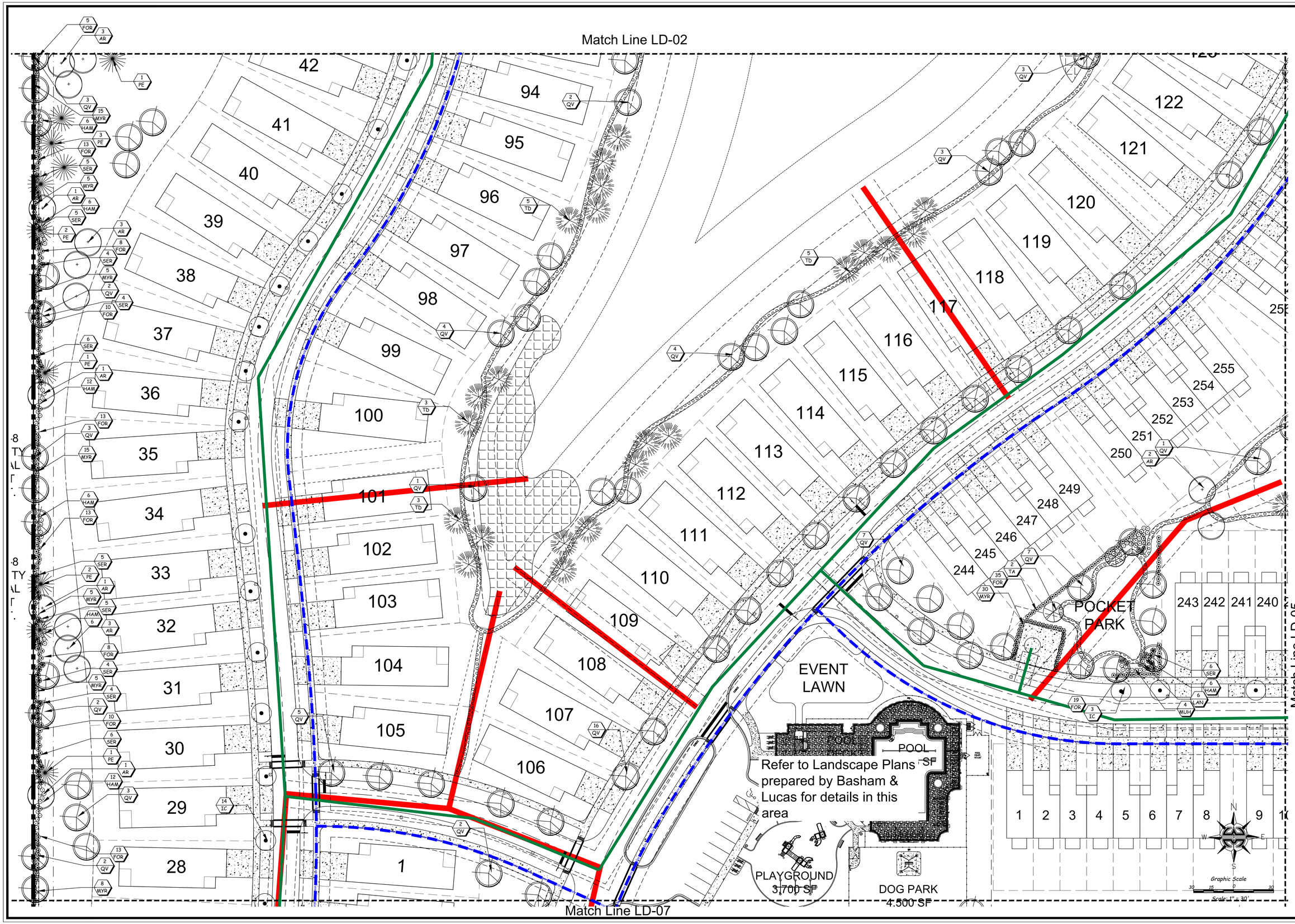
Millcreek
City of Fort Pierce
Landscape Plan

LD-05



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Revisions	
Date	Comments
11.15.2024	per staff comments

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Millcreek
City of Fort Pierce
Landscape Plan

LD-06

Match Line LD-06

Match Line LD-04

4,500 SF

PARCEL ID: 2407-131-0004-000-6
MUNICIPALITY: ST. LUCIE COUNTY
FUTURE LAND USE: COMMERCIAL
ZONING: CG COMMERCIAL GENERAL
EXISTING USE: VACANT

PARCEL ID: 24
MUNICIPALITY: (
FUTURE LAND
ZONING: PD PLAN
EXISTING US

Graphic Scale
30 15 0 30
Scale: 1" = 30'

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Date: 7.17.24

Revisions
Date: 11.15.2024
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Millcreek
City of Fort Pierce
Landscape Plan

LA0001733
STATE OF FLORIDA

LD-07

PLANTING NOTES:

FERTILIZER

FERTILIZERS SHALL BE SLOW RELEASE, UNIFROM IN COMPOSITION, DRY AND FREE FLOWING. THE FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURERS STATEMENT OF ANALYSIS,AND SHALL MEET THE FOLLOWING REQUIREMENTS: SIX (6) PERCENT NITROGEN,SIX (6) PERCENT PHOSPHOROUS,AND SIX (6) PERCENT POTASSIUM. FERTILIZER SHALL BE APPLIED TO ALL SHRUBS (1/3 LB PER 3 GAL POT, 1/4 LB PER 1 GAL POT) AND GROUNDCOVER. THE SOD STARTER FERTILIZER MIXTURE SHALL BE A 5-10-10 ANALYSIS. A 14-14-14 FERTILIZER ANALYSIS IS REQUIRED ON ALL TREES AND SHRUBS OVER 5' IN HEIGHT (1/2 LB PER 5' OF SPREAD). AGRIFORM TABLETS WITH TWENTY (20) PERCENT NITROGEN, TEN (10) PERCENT PHOSPHOROUS,FIVE (5) PERCENT POTASSIUM IN 21 GRAM SIZES SHALL BE APPLIED ALONG WITH THE FERTILIZER PROCESS (1 WITH 1 GAL PLANTS, 2 WITH 3 GAL PLANTS AND 2 TABLETS PER 1" OF TREE TRUNK CALIPER). MAGNESIUM SULFATE SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF 1/2 LB PER INCH OF TRUNK CALIPER. MANGANESE SHALL BE APPLIED AT THE SAME RATE.

MULCH

MULCH MATERIAL SHALL BE COLORED 'A' GRADE CERTIFIED RE-CYCLED MULCH AND MOISTENED AT THE TIME OF APPLICATION TO PREVENT WIND DISPLACEMENT. MULCH SHALL BE APPLIED TO A MINIMUM OF 3" DEPTH IN PLANTING BEDS. MULCH SHALL NOT BE PLACED WITHIN 6" OF TREE OR PALM TRUNKS.

SOD

THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS,ABSOLUTELY TRUE TO VARIETAL TYPE,AND FREE FROM WEEDS,FUNGUS,INSECTS AND DISEASE OF ANY KIND.

SUBSTITUTIONS

NO SUBSTITUTION OF PLANT MATERIAL TYPES OR SIZES WILL BE ALLOWED WITHOUT WRITTEN AUTHORIZATION FROM THE LANDSCAPE ARCHITECT OF RECORD. CONTAINER GROWN MATERIAL WILL NOT BE ACCEPTED AS A SUBSTITUTE FOR B & B MATERIAL UNLESS PREVIOUSLY APPROVED. INTENDED SUBSTITUTIONS SHALL BE SPELLED OUT IN BID.

MEASUREMENTS

SHADE TREES: HEIGHT SHALL BE MEASURED FROM GROUND TO THE AVERAGE BRANCH HEIGHT OF CANOPY. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE CROWN FROM THE CENTER OF THE TRUNK. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH. SINGLE TRUNK TREES SHALL BE FREE OF "V" CROTCHES THAT COULD BE POINTS OF WEAK LIMB STRUCTURE OR DISEASE INFESTATION.

SHRUBS: HEIGHT SHALL BE MEASURED FROM THE GROUND TO THE AVERAGE POINT WHERE MATURE PLANT GROWTH STOPS. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE SHRUB MASS. MEASUREMENT AREA NOT TO INCLUDE ANY TERMINAL GROWTH.

PALMS: CLEAR TRUNK SHALL BE MEASURED FROM THE GROUND AT THE TIME OF INSTALLATION TO THE POINT WHERE THE MATURE AGED TRUNK JOINS THE IMMATURE OR GREEN PORTION OF THE TRUNK OR HEAD.

GREY WOOD (G.W.) - SHALL BE MEASURED FROM THE GROUND AT THE TIME OF INSTALLATION TO TOP OF THE HARDENED TRUNK.

OVERALL HEIGHT (O.A.) - SHALL BE MEASURED FROM THE GROUND AT THE TIME OF INSTALLATION TO THE AVERAGE FROND HEIGHT.

PALMS WITH MARRED OR BURNED TRUNKS WILL NOT BE ACCEPTED.

PLANTING SOIL AND BACKFILL

TOPSOIL SHALL CONSIST OF A STABILIZED MIXTURE OF GROUND YARD TRIMMINGS AND POSSIBLY BIOSOLIDS PROCESSED ACCORDING TO STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GUIDELINES FOR THE PROCESSING AND DISTRIBUTION OF SEWAGE SLUDGE COMPOST. RECYCLED TOPSOIL SHALL ONLY BE OBTAINED FROM A STATE PERMITTED RECYCLING FACILITY WHICH IS ALSO D.O.T. CERTIFIED AND STORES PRODUCT ON A PAD WITH A CURRENT NEMATODE CERTIFICATION FROM FLORIDA DEPARTMENT OF AGRICULTURE. RECYCLED TOPSOIL SHALL HAVE THE FOLLOWING CHARACTERISTICS:

- WEED FREE
- MOISTURE CONTENT 50% BY WEIGHT MAXIMUM
- WATER HOLDING CAPACITY 200% BY WEIGHT MINIMUM
- CARBON TO NITROGEN RATIO LESS THAN 25 TO 1
- ORGANIC MATTER CONTENT 40% BY DRY WEIGHT MINIMUM
- SOLUBLE SALTS LESS THAN 3 MMHOS/CM
- PH RANGE 7.0 - 7.9
- MINIMUM NUTRIENT LEVELS AS FOLLOWS:

MACRO NUTRIENTS: NITROGEN (N) - 1% MINIMUM, WATER INSOLUBLE NITROGEN 90% MINIMUM, PHOSPHORUS (P) - 0.5% MINIMUM, POTASSIUM (K) - 0.2% MINIMUM AND OTHER MACRO AND MICRO NUTRIENTS. THE RECYCLED TOPSOIL SHALL CONTAIN LEVELS OF THOSE MICRO NUTRIENTS NECESSARY FOR PLANT GROWTH. THESE INCLUDE CALCIUM, MAGNESIUM, SULFUR, BORON, COPPER, IRON, MANGANESE AND MOLYBDENUM. TOPSOIL NOT MEETING THESE REQUIREMENTS WILL NOT BE ACCEPTED.

BACKFILL:

ALL NEW AND TRANSPLANTED PLANT MATERIAL (INCLUDING NEW SOD) SHALL BE PLANTED ONLY AFTER PREPARATION OF EXISTING SOIL AS FOLLOWS: SPREAD A LAYER OF 3" DEPTH OF RECYCLED TOPSOIL (AS DEFINED ABOVE) OVER THE ENTIRE PLANTING AREA. THE TOPSOIL SHALL THEN BE UNIFORMLY DISKED, TILLED OR AERIFIED INTO THE EXISTING SOIL TO A DEPTH OF 12" UNDERNEATH SHRUBS AND GROUNDCOVERS, 6" UNDERNEATH SOD AND TO A DEPTH OF 36" FOR THE TREE PITS, WITH THE FOLLOWING EXCEPTION: NO ROTOTILLING OR DISKING SHALL OCCUR CLOSER TO THE TRUNKS OF ESTABLISHED PLANTS THAN ONE HALF (1/2) THE DISTANCE OF THE CANOPY FURTHER OUT FROM THE DRIP LINE OF THE EXISTING PLANT CANOPY. ALL PLANTS, INCLUDING HEDGES AND GROUND COVER SHALL BE PLANTED IN INDIVIDUALLY DUG HOLES AND THE MATERIAL DUG FROM THE HOLES SHALL THEN BE FURTHER MIXED WITH THE PREPARED SITE SOIL PRIOR TO BACKFILLING OF THE PLANTING HOLES AROUND THE ROOT BALLS. NO ADDITIONAL BACKFILL SOIL SHALL BE USED.

AN EXCEPTION ARE PLANTING PITS FOR CABBAGE PALMS, WHICH SHALL BE BACKFILLED WITH CLEAN NATIVE SAND ONLY.

REMOVE EXCESS MATERIAL TO PROVIDE PROPER FINISHED GRADE.

PLANT MATERIALS

TREES, PALMS, SHRUBS,GROUND COVERS:

PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED IN THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED 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 NORMAL FOR THE VARIETY AND FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

SPECIMEN MEANS AN EXCEPTIONALLY HEAVY, SYMMETRICAL, TIGHTLY KNIT PLANT, SO TRAINED OR FAVORED IN ITS DEVELOPMENT THAT FIRST APPEARANCE IS UNQUESTIONABLE AND IT IS OUTSTANDINGLY SUPERIOR IN FORM, NUMBER OF BRANCHES, COMPACTNESS AND SYMMETRY.

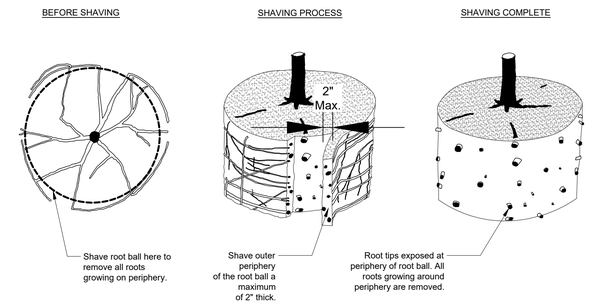
ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND FREE OF DISEASE AND INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE LANDSCAPE ARCHITECT, WHERE REQUIREMENTS ARE OMITTED FROM THE PLANT LIST. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT.

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 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.

GENERAL NOTES:

1. THE CONTRACTOR SHALL PERSONALLY ACQUAINT HIM/HER SELF WITH THE EXISTING SITE CONDITIONS AND THE EXTENT AND SCOPE OF WORK REQUIRED.
2. THE PLANT LIST INDICATES THE NAMES, SIZES AND SPACING OF SPECIFIC PLANT MATERIALS. QUANTITIES HAVE BEEN PROVIDED TO THE CONTRACTOR AS A CONVENIENCE, THE CONTRACTOR IS RESPONSIBLE FOR HIS/HER OWN QUANTITY COUNT. IN CASE OF DISCREPANCIES BETWEEN THE DRAWINGS AND PLANT LIST, THE QUANTITIES ON THE PLANT LIST SHALL PREVAIL.
3. NO SUBSTITUTES ON VARIETIES LISTED WILL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM LANDSCAPE ARCHITECT.
4. PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.
5. 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 OF RECORD.
6. ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.
7. ALL TREES MUST BE STAKED AS SHOWN ON THE LANDSCAPE DETAIL SHEET WITHIN 24 HRS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 12 MONTH BUT NO LONGER THAN 18 MONTH. CONTRACTOR RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.
8. ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT DIRECTION.
9. ALL SOD EDGES SHALL BE TRIMMED AS PER THE LANDSCAPE ARCHITECTS DIRECTION.
10. ALL SHRUBS, TREES, GROUNDCOVERS, AND SOD AREAS SHALL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. WILDFLOWER AREAS SHALL BE NATIVE TOPSOIL ONLY.
11. DO NOT ALLOW AIR POCKETS TO FROM WHEN BACKFILLING.
12. SOAK PLANTS IMMEDIATELY WITH WATER FOLLOWING PLANTING.
13. MAINTAIN THE ORIGINAL GRADE OF THE TREE BASE.
14. DO NOT BREAK ROOTBALL. SHAVE ROOTBALL OF TREES PER DETAIL BELOW.
15. ALL PLANTS SHALL BE HARDY UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE ON LOCALITY OF THE PROJECT.
16. THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE,, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF THE CONTRACT OR ACCEPTANCE BY THE LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.
17. THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY THE 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.
18. 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 REPRESENTATIVE SHALL BE PROMPTLY CORRECTED BY THE LANDSCAPE CONTRACTOR.
19. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF FINAL ACCEPTANCE THE ONE (1) YEAR PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR IN THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM LIGHTNING, VANDALISM, AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS DURING THE GUARANTEE PERIOD UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.
20. 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 COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL SHALL BE INCLUDED IN THE CONTRACTORS BID TO PERFORM THE WORK PRESENTED IN THIS PLAN SET.
21. NO LANDSCAPING ADDED UNDER THIS PROJECT SHALL BE LOCATED SUCH THAT SAID LANDSCAPING OBSCURES MOTORIST'S VISIBILITY OF ANY EXISTING SIGN(S).
22. 100% OF REQUIRED SHRUBS ARE DROUGHT TOLERANT.

BEFORE SHAVING | SHAVING PROCESS | SHAVING COMPLETE



Notes:
1- Shaving to be conducted using a sharp blade or hand saw eliminating no more than needed to remove all roots on the periphery of root ball.

2- Shaving can be performed just prior to planting or after placing in the hole.

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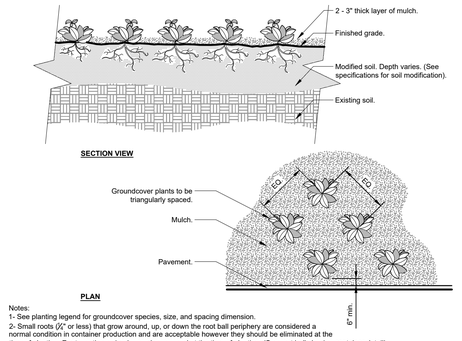
ROOT BALL SHAVING CONTAINER DETAIL



Notes:
1- See planting legend for groundcover species, size, and spacing dimension.
2- Small roots (⅛" or less) that grow around, up, or down the root ball periphery are considered a normal condition in container production and are acceptable however they should be eliminated at the time of planting. Roots on the periperhy can be removed at the time of planting. (See root ball shaving container detail).
3- Settle soil around root ball of each groundcover prior to mulching.

GROUNDCOVER

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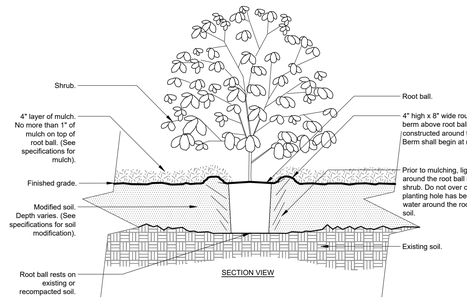

Notes:
1- Shrubs shall be of quality prescribed in the root observations detail and specifications.

2- See specifications for further requirements related to this detail.

SHRUB - MODIFIED SOIL

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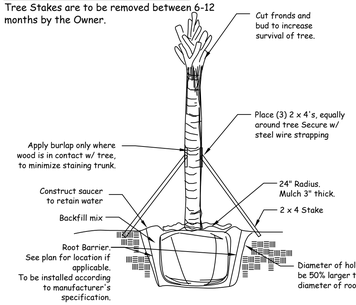
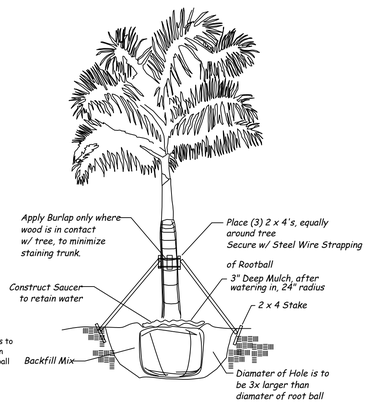
Palm Planting Detail

NTS

Tree Stakes are to be removed between 6-12 months by the Owner.

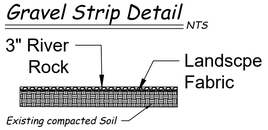




Watering Schedule			
Item	**Water**	**Month**	**No. of Applications**
Palms	20 gal	1	12
Large Trees	30 gal	2	12
Small Trees	20 gal	3	8
Large Shrubs	10 gal	4	8
Small Shrubs	5 gal	5	5
Groundcover	5 gal		
Total Applications			**45**

Gravel Strip Detail

NTS

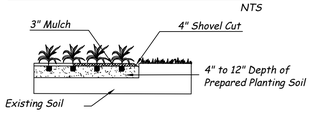


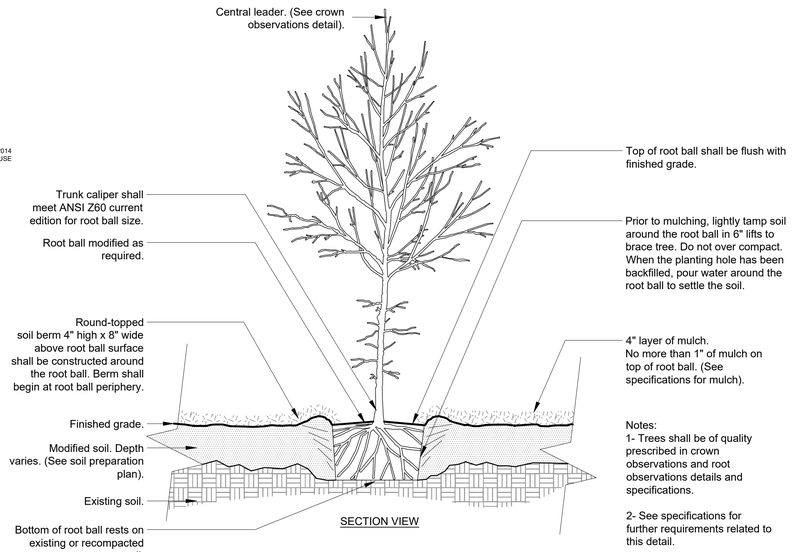
ABBREVIATIONS:

C.T.- CLEAR TRUNK
Ht.- HEIGHT
O.C.- ON CENTER
Spr.- SPREAD

Planting Edge at Sod Detail

NTS





Notes:
1- Trees shall be of quality prescribed in crown observations and root observations details and specifications.

2- See specifications for further requirements related to this detail.

TREE w/ BERM (EXISTING SOIL MODIFIED)

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Landscape Design Associates
25110 NW 182nd Ave
High Springs, FL 32643
352-210-5765 ph. www.landscapeda.com

Scale: NTS
Drawn by: SM
Checked by: SM
CADD No.: 24-044 lp.dwg
Date: 7.17.24

Revisions	Date
Comments	11.15.2024
per staff comments.	

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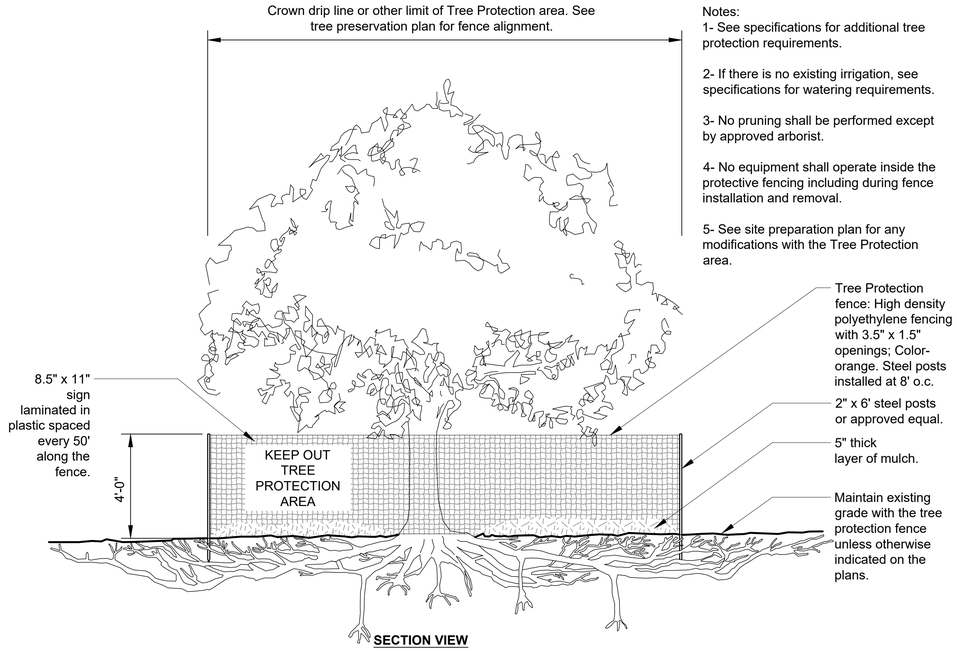
Millcreek
City of Fort Pierce
Landscape Notes & Details

REGISTERED LANDSCAPE ARCHITECT
LA0001733
STATE OF FLORIDA

LD-08



Notes:
1- See specifications for additional tree protection requirements.

2- If there is no existing irrigation, see specifications for watering requirements.

3- No pruning shall be performed except by approved arborist.

4- No equipment shall operate inside the protective fencing including during fence installation and removal.

5- See site preparation plan for any modifications with the Tree Protection area.

S-X TREE PROTECTION

1/4" = 1'-0"

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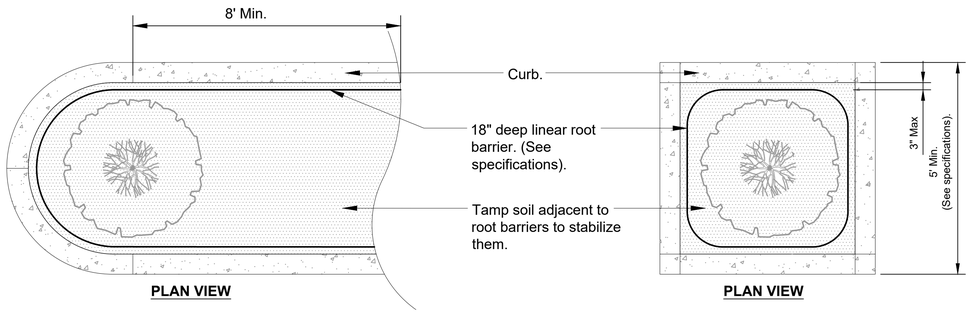
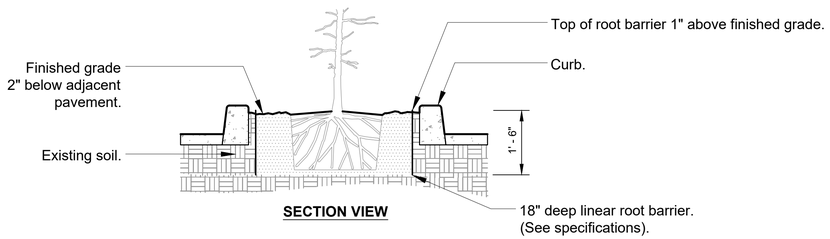
L_tree protection_safety netting





Notes:
1- Root barriers shall be installed per manufacturer's specifications and recommendations.

2- Root barriers shall be installed when root ball is located within 6' of pavement.

ROOT BARRIERS - PARKING LOT ISLANDS

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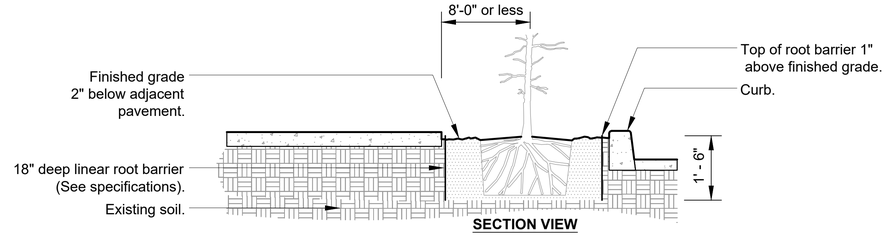

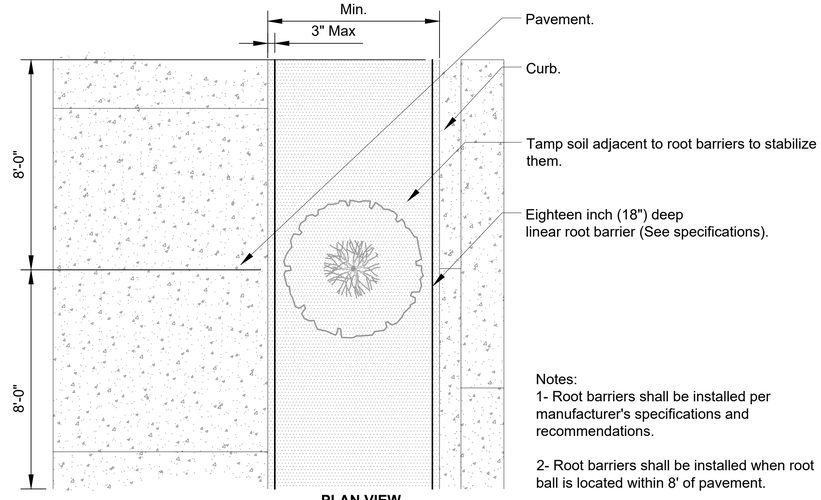

Notes:
1- Root barriers shall be installed per manufacturer's specifications and recommendations.

2- Root barriers shall be installed when root ball is located within 8' of pavement.

S-X ROOT BARRIERS

3/8" = 1'-0"

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L_site preparation_rootbarriers

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25110 NW 182nd Ave
High Springs, FL 32643
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Scale: NTS
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Revisions
Date | Comments

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Millcreek
City of Fort Pierce

Landscape Notes & Details

REGISTERED LANDSCAPE ARCHITECT LA0001733 STATE OF FLORIDA

LD-09

Littoral Planting Specifications

Part 1: General Notes

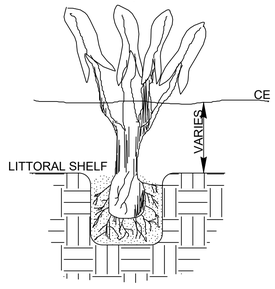
1. *The contractor shall confirm water elevation is stable at the control elevation level (C.E.) prior to installing any littoral plant material.*
2. *The contractor shall verify littoral shelf elevations and stabilization and confirm proper grade relationship for littoral plant materials specified prior to installation.*
3. *Littoral planting zone shall be staked by the contractor for approval by the owner or the owner's representative prior to installation.*
4. *The contractor shall be responsible for any damage to existing plant material along the shoreline and for coordinating with other contractors on the job site.*
5. *All littoral plant material shall comply with applicable State and local rules and regulations.*
6. *Lake shoreline bank above the C.E shall be sodded where applicable prior to littoral planting installation. All sodded areas shall be installed a minimum of 1' clear of the C.E..*
7. *The Contractor shall be responsible for inspecting and accepting contract documents and/or indicating necessary changes to contract documents at time of bid. Changes or necessary field adjustments must be approved by County and Landscape Architect.*

Part 2: Materials

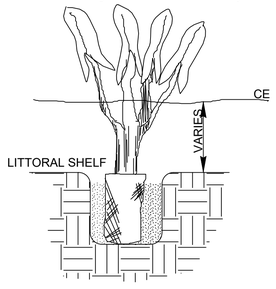
1. *All littoral plants indicated are naturally occurring species indigenous to the area. Naturalistic plantings as shown on contract documents shall be adhered to by the contractor.*
2. *All container grown materials shall be healthy, vigorous, well-rooted plants and established in the container so that the root mass will retain its shape and hold together when removed from the container. The plants shall have tops which are of good quality and are in a healthy growing condition.*
3. *All container grown or bare root littoral plant materials shall be grown or field collected by a certified nursery grower. Field grown plants area recommended wherever possible.*
4. *Field collected plants should be cleaned and void of all native soil. Soil removal eliminates transport and establishment of plant/animal pests.*
5. *All littoral plant materials should exhibit healthy white roots with active growing bud sites and shall have adequate root mass to support plant growth.*
6. *Root bound littoral plants will not be accepted.*
7. *Littoral plants shall not be handled by stems or foliage.*

Part 3: Execution

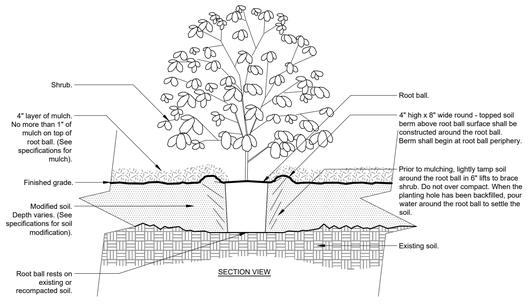
1. *Depth for littoral planting are to be established from the Lake systems C.E..*
2. *After transport, bare rooted littoral plant materials shall be protected to prevent dehydration and shall be installed within 48 hours after collection. (Plants shall be staged in water until installed).*
3. *Nuisance and invader species such as Typha (Cattails) and Water-Primrose shall be hand removed on a regular monthly basis for a period of one year Preventative spraying where applicable by an aquatic-approved herbicide for invasive plant materials should coincide with pre-planting practices.*
4. *Littoral planting establishment shall be performed on stabilized slopes conforming to grades set from the CE.. P*
5. *Planting shall not occur until the construction of all structures within the water management tract and drainage easements associated therewith, and the final grading of the water management tract and the adjacent area draining directly into the water management tract is complete and proper water quality is achieved.*
6. *Planted littoral areas shall be protected from disturbance and sediments occurring from construction on adjacent sites.*



BARE ROOT AQUATIC



CONTAINER GROWN AQUATIC



Notes:
1- Shrubs shall be of quality prescribed in the root observations detail and specifications.

2- See specifications for further requirements related to this detail.

SHRUB - MODIFIED SOIL

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Littoral Mainte nance Plan

Part 1: General Notes

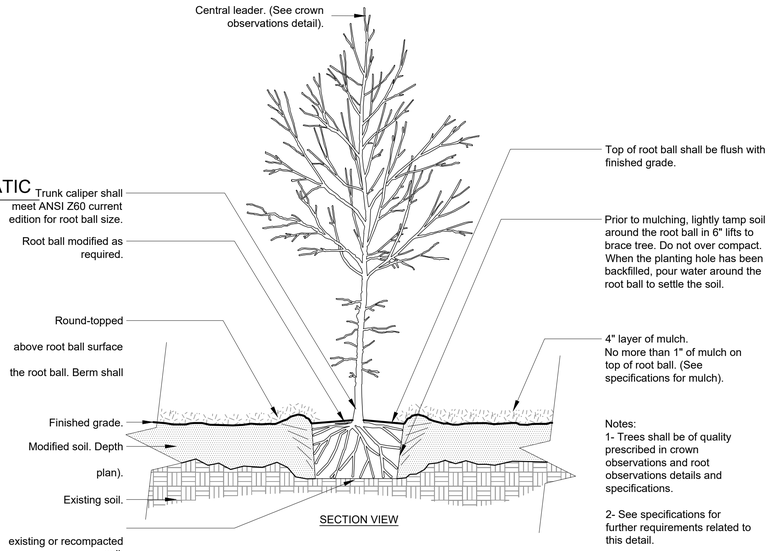
1. Precautions will be taken to control and reduce construction oriented pollution from adjacent activities to the littoral areas.
2. Equipment wash down areas, refueling and equipment repair shall occur away from areas of drainage collection or possible connection/influence of the littoral area.
3. Land treatment chemicals and soil sterilants will not be used in or around areas where littoral areas are located.
4. All construction debris piles associated with adjacent construction will be located away from littoral areas.
5. Maintenance contractor shall be fully qualified and have full working knowledge of littoral zone maintenance requirements.
6. Contractor shall be fully insured and possess a current occupational license in St. Lucie County, Florida.
7. St. Lucie County shall be notified of installation commencement and schedule prior to planting.
8. Source of plant material shall be reported to county if available.

Part 2: Plant Maintenance

1. Periodic littoral zone examinations will occur after planting is completed. The examination shall entail growth evaluation, damage or death rate appraisal, pest infestation and the presence of exotic vegetation intrusion.
2. Fertilization of the littoral area will result primarily from the run-off and the overall water quality composition. Therefore, supplemental fertilization shall not be applied after installation.
3. Non-surviving plants shall be removed and replaced when identified.
4. Once established, the littoral zone shall receive minimal pruning and be allowed to maintain itself as naturally as possible.
5. Appropriate pesticides shall be applied at the time any pest infestations are observed.
6. All exotic vegetation observed during the the inspections shall be removed by non-mechanical methods as timely as possible.
7. The maintenance contractor shall be responsible for the removal of all trash generated by his activity or accumulations in the littoral zone.
8. The maintenance contractor shall be responsible for registering all products used on the littoral zone with EPA and other appropriate agencies.
9. The maintenance contractor shall be responsible for the following services:
   *Algae and undesirable aquatic plant control
   *Border grass and brush control along the waters edge
   *Annual water chemistry analysis
   *Visit pre-notification *Biological Control agent introduction (if required)
   *Management reporting

Part 3: Execution

1. The littoral zone shall be inspected and monitored for one year after planting. During this one year maintenance and monitoring period, maintenance and monitoring shall occur 90, 180 and 360 days after planting. The maintenance and monitoring program shall consist of the following:
   A: Inspection, monitoring, exotic removal and replanting during each monitoring period.
   B: Complete removal of exotic and invasive plant species such as Cattails, Primrose Willows and Water Hyacinth from the planted littoral zone until the required plant species attain complete coverage of the planted littoral zone.
   C: The submittal of a monitoring report to St. Lucie County representing a time Zero monitoring, to be completed within 30 days of initial planting, ninety (90) day, one hundred eighty (180) day and three hundred sixty (360) day reports, each report submitted to SLC within 30 days of completion of the monitoring report.
   D: Each monitoring report shall assess the species, numbers, location of planted littoral shelves and multiple photographs (panoramas are preferred) of site clearly depicting the entire littoral zone planting. Photographs must be taken at approximately the same location(s) each time.
2. After the first year, the land owner or entity having maintenance responsibility for the planted littoral zone shall maintain the littoral zone in the following manner:
   A minimum of eighty percent (80%) survivorship and a minimum of seventy percent (70%) coverage of the planted littoral zone is required. Exotic and invasive plants species such as Cattails, Primrose Willows and Water Hyacinth, shall be restricted to less than ten percent (10%) of the required littoral zone.



Notes:
1- Trees shall be of quality prescribed in crown observations and root observations details and specifications.

2- See specifications for further requirements related to this detail.

TREE w/ BERM (EXISTING SOIL MODIFIED)

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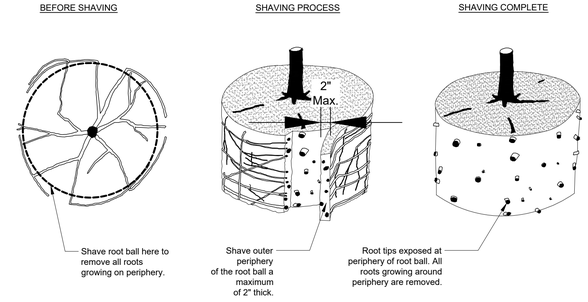
GENERAL NOTES:

1. THE CONTRACTOR SHALL PERSONALLY ACQUAINT HIM/HER SELF WITH THE EXISTING SITE CONDITIONS AND THE EXTENT AND SCOPE OF WORK REQUIRED.
2. THE PLANT LIST INDICATES THE NAMES, SIZES AND SPACING OF SPECIFIC PLANT MATERIALS. QUANTITIES HAVE BEEN PROVIDED TO THE CONTRACTOR AS A CONVENIENCE, THE CONTRACTOR IS RESPONSIBLE FOR HIS/HER OWN QUANTITY COUNT. IN CASE OF DISCREPANCIES BETWEEN THE DRAWINGS AND PLANT LIST, THE QUANTITIES ON THE PLANT LIST SHALL PREVAIL.
3. NO SUBSTITUTES ON VARIETIES LISTED WILL BE ALLOWED WITHOUT WRITTEN APPROVAL FROM LANDSCAPE ARCHITECT.
4. PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.
5. 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 OF RECORD.
6. ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.
7. ALL TREES MUST BE STAKED AS SHOWN ON THE LANDSCAPE DETAIL SHEET WITHIN 24 HRS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 12 MONTH BUT NO LONGER THAN 18 MONTH. CONTRACTOR RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.
8. ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT DIRECTION.
9. ALL SOD EDGES SHALL BE TRIMMED AS PER THE LANDSCAPE ARCHITECTS DIRECTION.
10. ALL SHRUBS, TREES, GROUNDCOVERS, AND SOD AREAS SHALL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. WILDFLOWER AREAS SHALL BE NATIVE TOPSOIL ONLY.
11. DO NOT ALLOW AIR POCKETS TO FROM WHEN BACKFILLING.
12. SOAK PLANTS IMMEDIATELY WITH WATER FOLLOWING PLANTING.
13. MAINTAIN THE ORIGINAL GRADE OF THE TREE BASE.
14. DO NOT BREAK ROOTBALL. SHAVE ROOTBALL OF TREES PER DETAIL BELOW.
15. ALL PLANTS SHALL BE HARDY UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE ON LOCALITY OF THE PROJECT.
16. THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE,, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF THE CONTRACT OR ACCEPTANCE BY THE LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.
17. THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY THE 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.
18. 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 REPRESENTATIVE SHALL BE PROMPTLY CORRECTED BY THE LANDSCAPE CONTRACTOR.
19. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF FINAL ACCEPTANCE THE ONE (1) YEAR PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR IN THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM LIGHTNING, VANDALISM, AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS DURING THE GUARANTEE PERIOD UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.
20. 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 COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL SHALL BE INCLUDED IN THE CONTRACTORS BID TO PERFORM THE WORK PRESENTED IN THIS PLAN SET.
21. NO LANDSCAPING ADDED UNDER THIS PROJECT SHALL BE LOCATED SUCH THAT SAID LANDSCAPING OBSCURES MOTORIST'S VISIBILITY OF ANY EXISTING SIGN(S).
22. 100% OF REQUIRED SHRUBS ARE DROUGHT TOLERANT.



Notes:
1- Shaving to be conducted using a sharp blade or hand saw eliminating no more than needed to remove all roots on the periphery of root ball.

2- Shaving can be performed just prior to planting or after placing in the hole.

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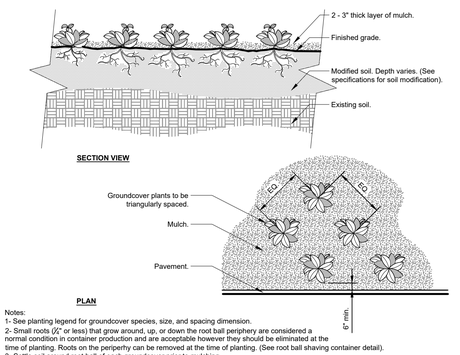
ROOT BALL SHAVING CONTAINER DETAIL

Watering Schedule			
Item	**Water**	**Month**	**No. of Applications**
Palms	20 gal	1	12
Large Trees	30 gal	2	12
Small Trees	20 gal	3	8
Large Shrubs	10 gal	4	8
Small Shrubs	5 gal	5	5
Groundcover	5 gal		
Total Applications			**45**



Notes:
1- See planting legend for groundcover species, size, and spacing dimension.
2- Small roots (¼" or less) that grow around, up, or down the root ball periphery are considered a normal condition in container production and are acceptable however they should be eliminated at the time of planting. Roots on the periperhy can be removed at the time of planting. (See root ball shaving container detail).
3- Settle soil around root ball of each groundcover prior to mulching.

GROUNDCOVER

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Landscape Design Associates
25110 NW 182nd Ave
High Springs, FL 32643
352-210-5765 ph. www.landscapeda.com

Revisions	
Date	Comments

Scale: NTS
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Millcreek
City of Fort Pierce

Littoral Planting Notes & Details

REGISTERED LANDSCAPE ARCHITECT
LA0001733
STATE OF FLORIDA

LD-10

REVIEW SET

November 14, 2024

MILLCREEK

at ST. LUCIE COUNTY, FORT PIERCE, FL

AMENITY HARDSCAPE

Sheet List Table	
Sheet Number	Sheet Title
H0.1	COVER
H1.1	OVERALL SITE PLAN
H1.2	ENLARGED SITE PLAN
H1.3	ENLARGED SITE PLAN
H2.1	HARDSCAPE DETAILS
H2.2	HARDSCAPE DETAILS
H2.3	HARDSCAPE DETAILS
H2.4	HARDSCAPE DETAILS

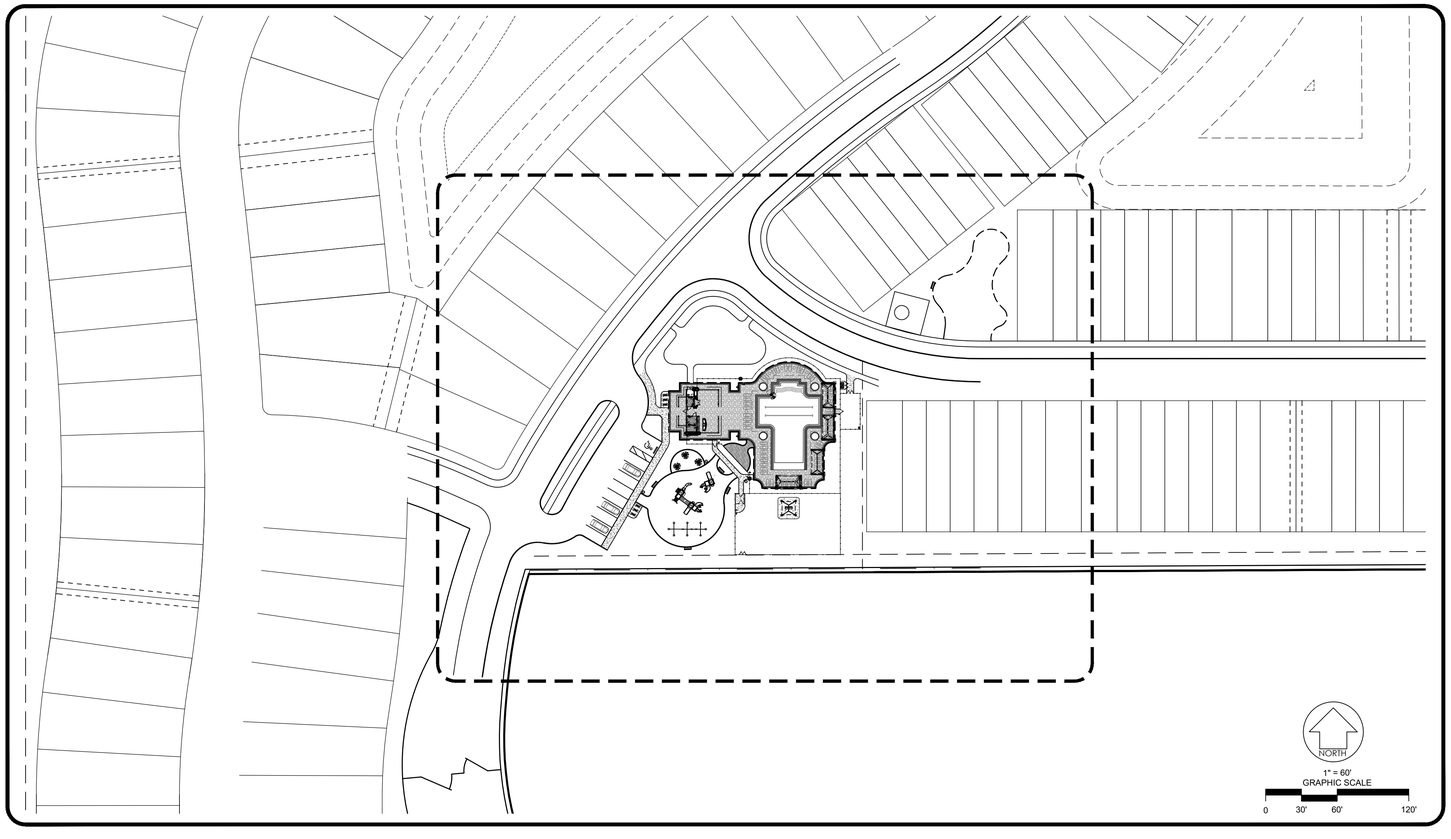
ARCHITECTURE & LANDSCAPE
Basham & Lucas Design Group, Inc.
7645 Gate Parkway, Suite 101
Jacksonville, Florida 32256
(904) 731-2323

CIVIL ENGINEER
Thomas Engineering Group, LLC
840 SE Osceola St
Stuart, Florida 34994
(772) 888-3138

OWNER
Dream Finders Homes, LLC
14701 Philips Hwy, Suite 300
Jacksonville FL 32256
(904) 456-9819

ELECTRICAL ENGINEER
Shaffer Engineering Group
12058 San Jose Blvd., Suite 502
Jacksonville, Florida 32223
(904) 239-3621

STRUCTURAL ENGINEERING
Lowe Structures, Inc
11651 Central Parkway, Suite 106
Jacksonville, Florida 32224
(904) 992-0377



DESIGN CRITERIA

THE STRUCTURE IS DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 8TH EDITION. REFERENCE TO OTHER STANDARD SPECIFICATIONS OR CODES SHALL MEAN THE LATEST PUBLICATION.

FOUNDATIONS ARE DESIGNED FOR AN ALLOWABLE BEARING PRESSURE OF 2,000 PSF.

WIND LOADS:
- ULTIMATE WIND SPEED .....115 MPH
- NOMINAL WIND SPEED .....90 MPH
- RISK CATEGORY I
- WIND EXPOSURE.....C
- DIRECTIONALITY FACTOR (Kd) 0.85
- SHAPE FACTORS .....PER CODE

CONCRETE

ALL CONCRETE PROPORTIONING, MIXING, TRANSPORTATION, PLACING, AND CURING SHALL CONFORM TO ACI 301.

ALL CONCRETE SHALL BE LABORATORY DESIGNED AND CONTROLLED TO MEET THE REQUIREMENTS OF ACI 318 AND THE PROJECT'S DESIGN BUILDING CODE.

USE OF CALCIUM CHLORIDE, CHLORIDE IONS, OR OTHER SALTS IS CONCRETE IS PROHIBITED.

CONCRETE SHALL CONFORM TO THE FOLLOWING:

LOCATION	F'c @28 DAYS	TYPE AGGREGATE	W/C RATIO(MAX)
FOOTINGS	3,000	NORMAL WEIGHT	0.55
ALL OTHER CONC.	3,000	NORMAL WEIGHT	0.55

THE AIR CONTENT IN ALL CONCRETE EXPOSED TO WEATHER SHALL BE BETWEEN 1% & 4%.

CONCRETE PROTECTION FOR REINFORCEMENT SHALL BE AS NOTED BELOW, OR PER LATEST ACI 318 FOR CONDITIONS OTHER THAN THOSE LISTED:

CONCRETE CAST AGAINST EARTH.....3"
FORMED CONCRETE EXPOSED TO EARTH OR WEATHER.....2"

CHAMFER ALL EXPOSED CORNER 3/4" MINIMUM.

ALL HOOKS CALLED FOR IN STRUCTURAL DRAWINGS SHALL BE ACI STANDARD HOOKS, UNO.

REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60 UNO.

ALL WELDED WIRE MESH SHALL CONFORM TO ASTM A185. LAP TWO SQUARES AT SPLICES.

DO NOT WELD REINFORCING STEEL UNLESS APPROVED IN WRITING BY THE STRUCTURAL ENGINEER.

TIE ALL REINFORCING STEEL AND EMBEDS SECURELY IN PLACE PRIOR TO PLACING CONCRETE. THE CONTRACTOR SHALL PROVIDE SUPPORTS TO MAINTAIN THE REQUIRED REINFORCING POSITION. "WET STICKING" DOWELS INTO CONCRETE IS NOT PERMITTED.

THE CONTRACTOR SHALL COMPARE THE STRUCTURAL PLANS AND DETAILS WITH THE ARCHITECTURAL PLANS AND DETAILS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO THE COMMENCEMENT OF SHOP DRAWINGS.

ALL REINFORCING SHALL HAVE AN ACI CLASS B SPLICE AT BAR LAPS.

Know what's **below.** **Call** before you dig.

FOUNDATIONS

A GEOTECHNICAL ENGINEER REGISTERED IN THE STATE OF THE PROJECT SHALL INSPECT AND ASSURE THE ADEQUACY OF ALL SUBGRADES, FILLS, AND BACKFILLS BEFORE PLACEMENT OF FOUNDATIONS, FOOTINGS, SLABS, ETC. WRITTEN ACCEPTANCE OF THE WORK INSPECTED AND VERIFICATION OF ASSUMED SOIL BEARING PRESSURE SHALL BE SUBMITTED TO THE ARCHITECT AND STRUCTURAL ENGINEER.

WHERE FOOTING STEPS ARE REQUIRED, THE STEPS SHALL BE NO STEEPER THAN ONE VERTICAL TO TWO HORIZONTAL, UNO ON PLAN. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING THE REQUIRED FOOTING STEP LOCATIONS.

SUPPLEMENTARY NOTES

THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, ADEQUACY, AND SAFETY OF ERECTION, BRACING, SHORING, TEMPORARY SUPPORTS, ETC. THE STRUCTURAL ELEMENTS ARE NOT CONSIDERED STABLE UNTIL THE STRUCTURE IS COMPLETE.

REVIEW OF THE SUBMITTAL INFORMATION SHALL BE FOR GENERAL REQUIREMENTS OF THE PROJECT, AND SHALL NOT INCLUDE CHECKING OF DETAILED DIMENSIONS OR DETAILED QUANTITIES, NOR REVIEW OF THE CONTRACTOR'S SAFETY MEASURES ON OF OFF THE WORKSITE OR THE MEANS AND METHODS OF DOING ANY WORK.

THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND ARCHITECTURAL AND STRUCTURAL PLAN DIMENSIONS AND ELEVATIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE STRUCTURAL ENGINEER OF ANY CONFLICTS.

ALL STRUCTURAL OPENINGS AROUND OR AFFECTED BY MECHANICAL, ELECTRICAL AND PLUMBING EQUIPMENT SHALL BE VERIFIED WITH EQUIPMENT PURCHASED BEFORE PROCEEDING WITH STRUCTURAL WORK AFFECTED.

ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF AN ENGINEER REGISTERED IN THE STATE OF THE PROJECT.

GENERAL CONTRACTOR MUST REVIEW AND APPROVE SHOP DRAWINGS PRIOR TO SUBMITTAL TO ARCHITECT/ENGINEER. SUBMITTALS WHICH DO NOT CONTAIN THE CONTRACTOR'S SHOP DRAWING STAMP OR HAVE BEEN MERELY "RUBBER STAMPED" SHALL BE RETURNED WITHOUT REVIEW. CONTRACTOR SHOULD ALLOW TWO WEEKS FOR SUBMITTAL REVIEW.

CONTRACTOR SHALL NOT ORDER MATERIAL OR COMMENCE WITH CONSTRUCTION UNTIL SHOP DRAWINGS HAVE BEEN REVIEWED AND APPROVED. WORK DONE OR ORDERS PLACED BEFORE SHOP DRAWING APPROVAL IS AT THE CONTRACTOR'S RISK.

THE PROJECT'S STRUCTURAL DRAWINGS AND ELECTRONIC FILES ARE THE PROPERTY OF LOWE STRUCTURES, INC. THE CONTRACTOR AND SUBCONTRACTOR SHALL COMPENSATE LOWE STRUCTURES, INC. FOR THE USE OF THE PROJECT'S CAD FILES FOR ANY PURPOSE INCLUDING SHOP DRAWING PREPARATION.

THE CONTRACTOR SHALL NOT SCALE DRAWINGS. DIMENSIONS SHOWN ON ARCHITECTURAL AND STRUCTURAL PLANS AND DETAILS WILL CONTROL.

MASONRY

PROVIDE HOLLOW, LOAD BEARING CONCRETE MASONRY UNITS CONFORMING TO ASTM C90, TYPE I WITH A MINIMUM DENSITY OF 105 PCF.

CMU SHALL HAVE A MINIMUM ASSEMBLY COMPRESSIVE STRENGTH (F'm) OF 2,000 PSI.

THE 28-DAY GROUT COMPRESSIVE STRENGTH SHALL BE 3,000 PSI MINIMUM.

MORTAR SHALL BE TYPE "S" OR "M".

LAP ALL REINFORCING 48 BAR DIAMETERS IN BOND BEAMS AND 72 BAR DIAMETERS IN VERTICAL WALL REINFORCING AND MASONRY BEAMS.

ALL CMU WALLS SHALL BE LAID IN RUNNING BOND.

REINFORCE ALL CMU WALLS AS NOTED IN THE PROJECTS PLANS, SECTONS AND DETAILS. ADDITIONALLY, PROVIDE A #5 VERTICAL FULL HEIGHT AT EACH WALL END AND CORNER.

ALL CMU CELLS SHALL BE GROUTED SOLID.

VERIFY

REVISIONS

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prepared for DREAM FINDER HOMES

MILLCREEK AMENITY

at St. Lucie County, Ft. Pierce, FL

AMENITY HARDSCAPE

COVER

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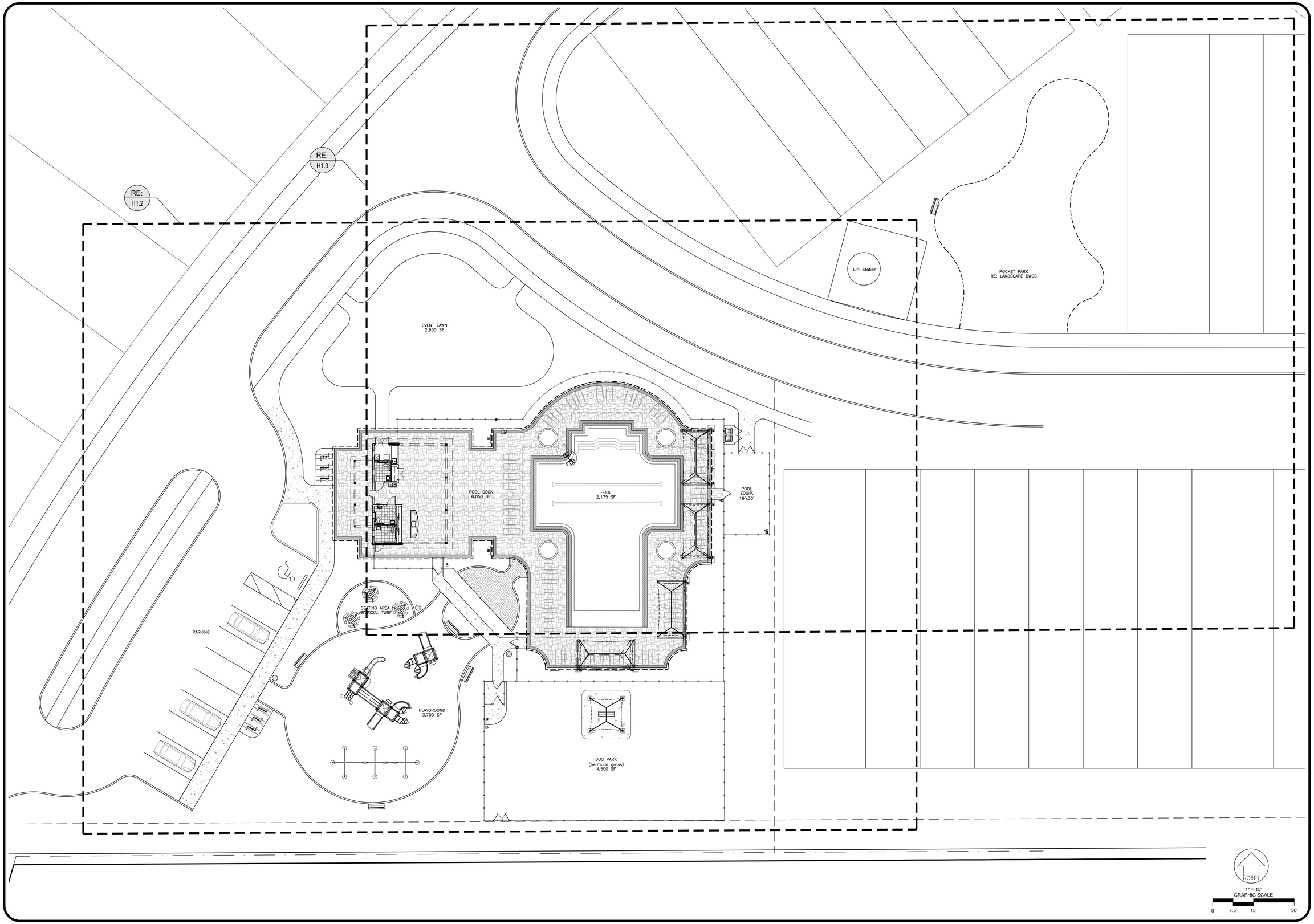

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AMENITY HARDSCAPE

OVERALL SITE PLAN

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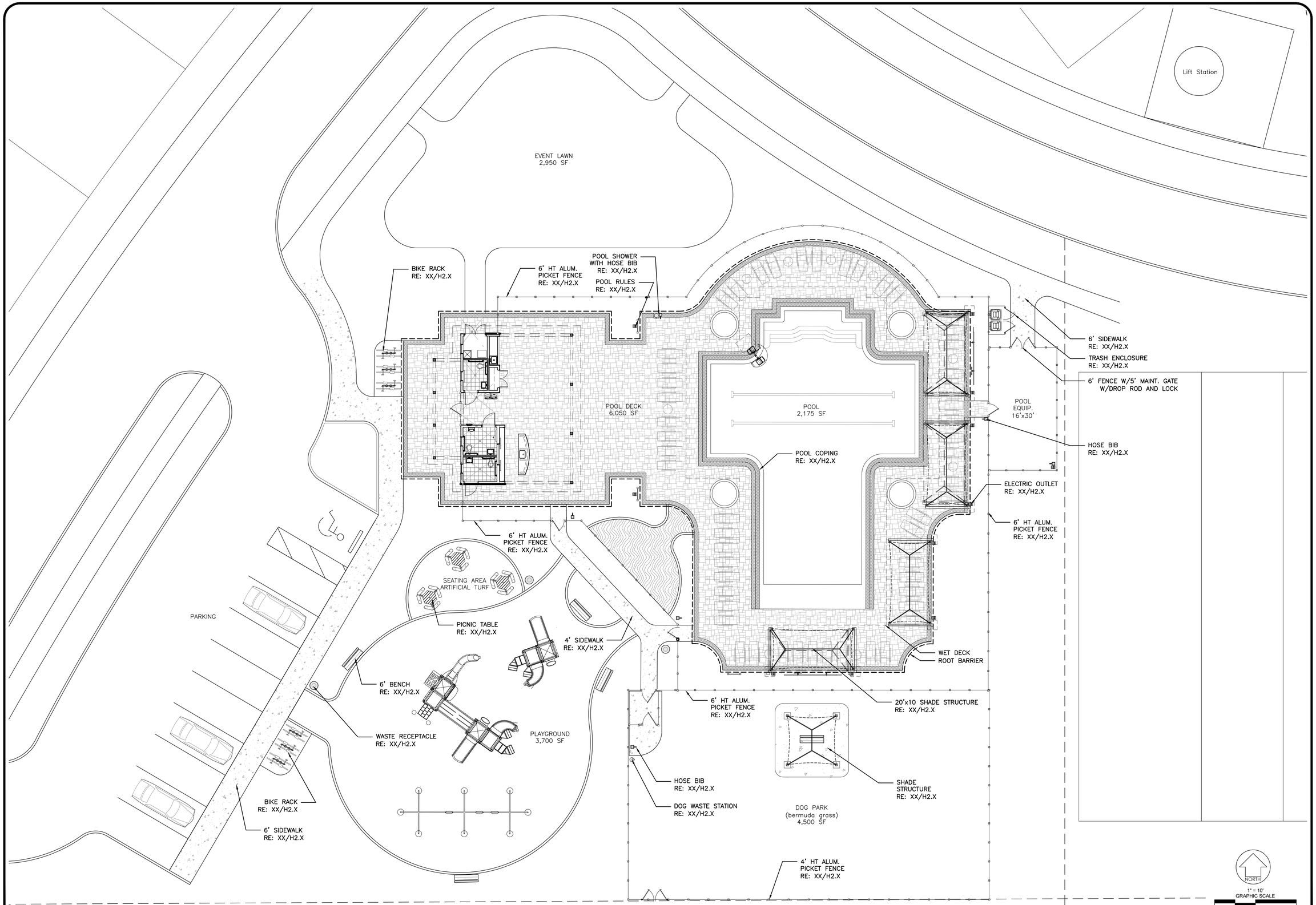

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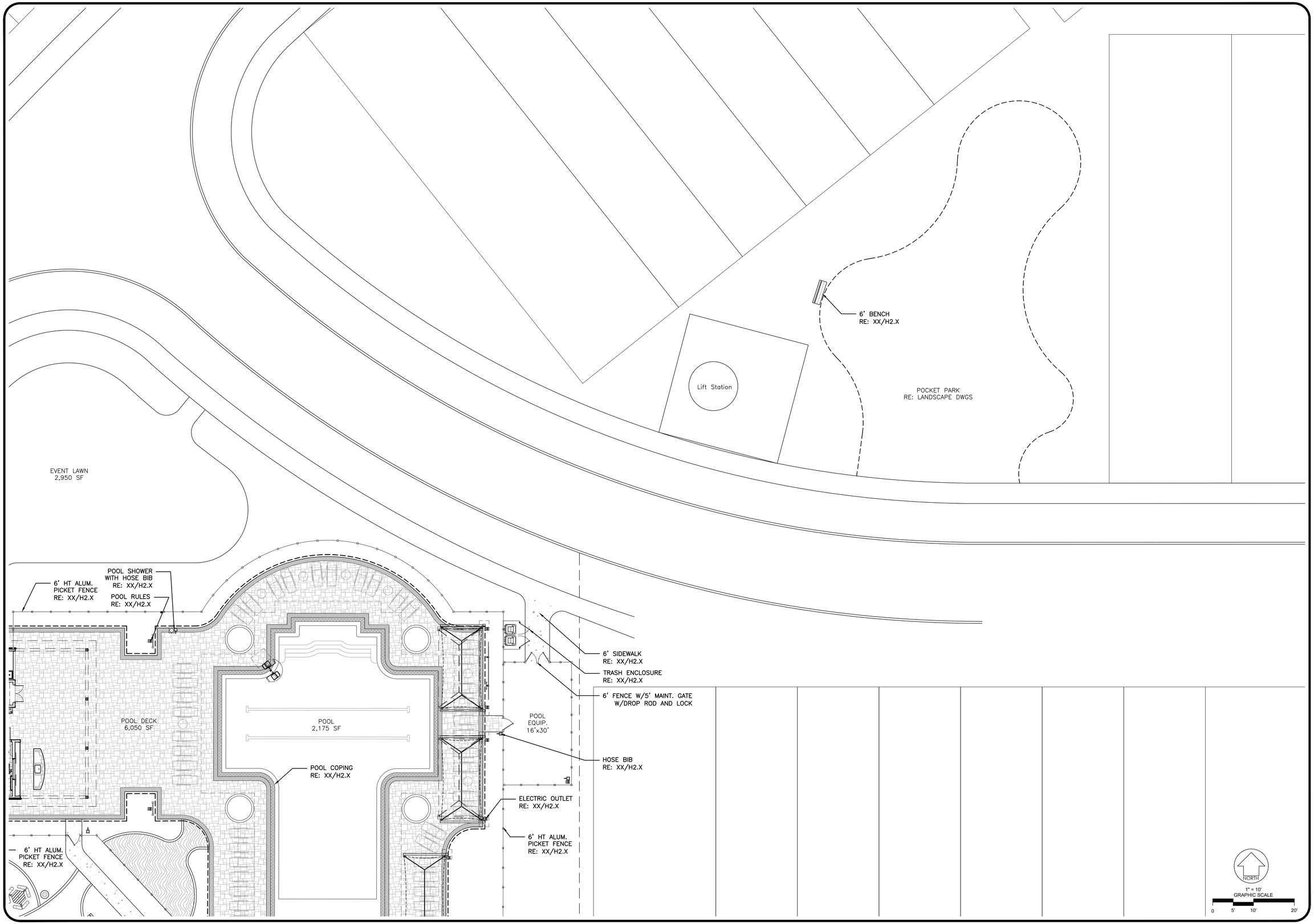

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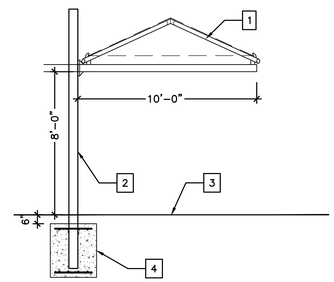
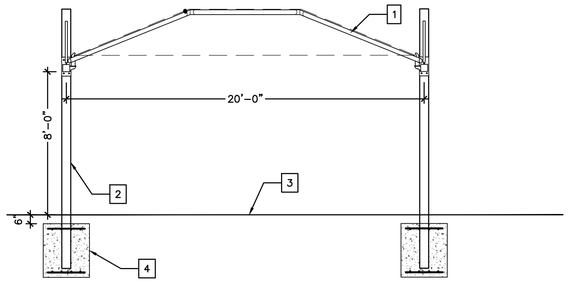
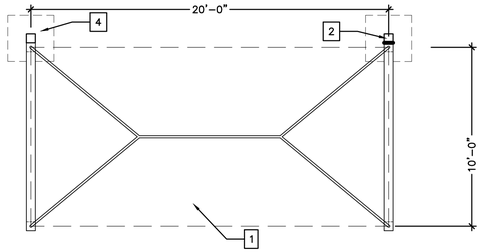


A ELEVATION VIEW



B ELEVATION VIEW



C PLAN VIEW

KEY NOTES

1. 20' x 10' CANTILEVERED PRE-FIN MET. AND FABRIC SHADE STRUCTURE ("SUPERIOR RECREATIONAL SHADE" OR APRVD EQ.) (FABRIC COLOR: XXX)
2. PREFIN. METAL COLUMN PER SHADE STRUCTURE MANUF. (COLOR: XXX)
3. GROUND FINISH AS SCHEDULED
4. REINF. CONC. FOOTING, SIZE & REINF. PER SHADE STRUCTURE MANUFACTURERS STRUCTURAL ENGINEERING AND SHOP DRAWINGS TYP.

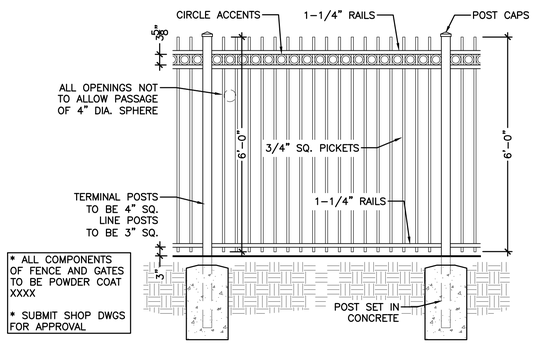
NOTES:
1.INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2.THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.

QUANTITY REQUIRED: 4

SUPERIOR RECREATIONAL PRODUCTS
1-800-327-8774
www.srpshade.com

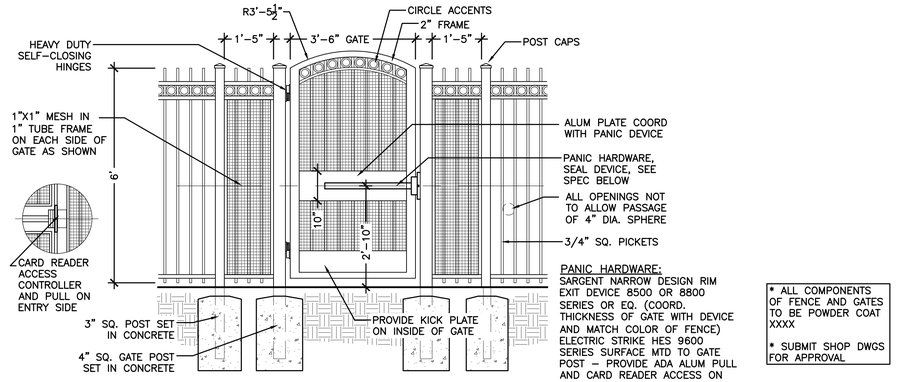
1 CANTILEVER SHADE STRUCTURE: 10 x 20' POOL (SH-01)

SCALE: 1/4" = 1'-0"



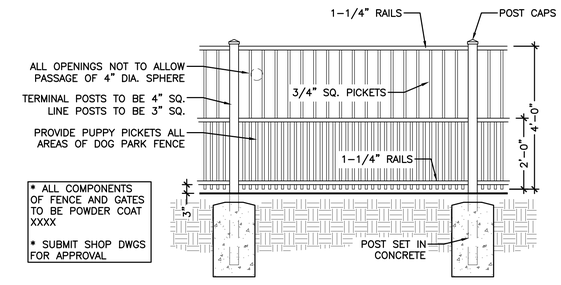
2 FENCE (F-01): POOL AREA

SCALE: 1/2" = 1'-0"



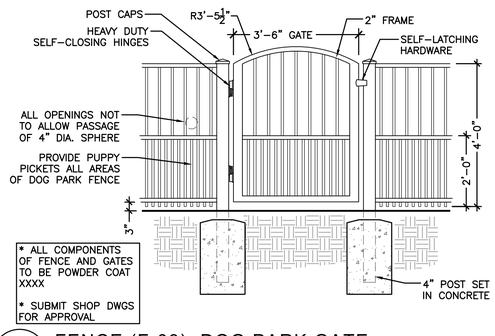
3 FENCE (F-01): POOL GATE

SCALE: 1/2" = 1'-0"



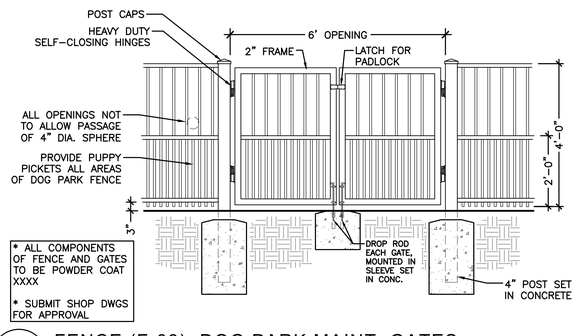
4 FENCE (F-03): DOG PARK

SCALE: 1/2" = 1'-0"



5 FENCE (F-03): DOG PARK GATE

SCALE: 1/2" = 1'-0"



6 FENCE (F-03): DOG PARK MAINT. GATES

SCALE: 1/2" = 1'-0"

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prepared for DREAM FINDER HOMES

MILLCREEK AMENITY

at St. Lucie County, Ft. Pierce, FL

AMENITY HARDSCAPE

HARDSCAPE DETAILS

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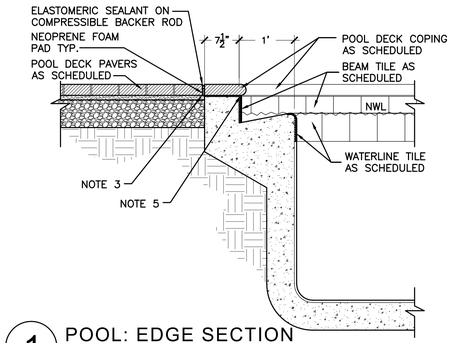
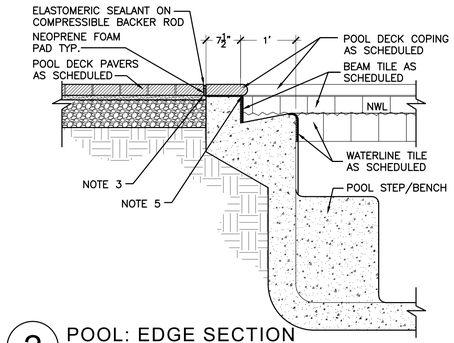


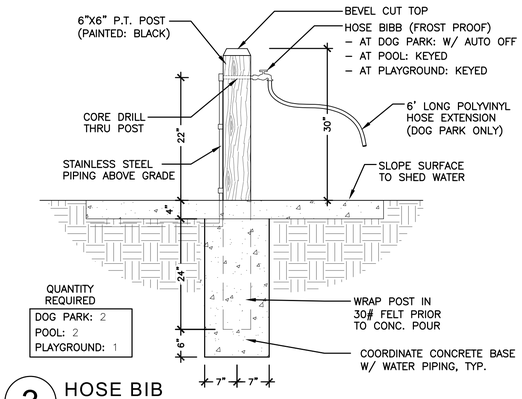
1 POOL: EDGE SECTION

SCALE: 3/4" = 1'-0"



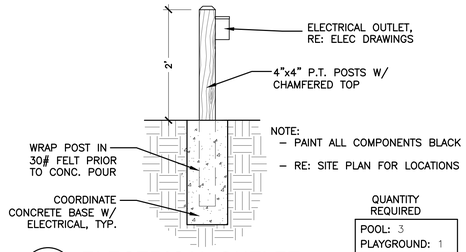
2 POOL: EDGE SECTION

SCALE: 3/4" = 1'-0"



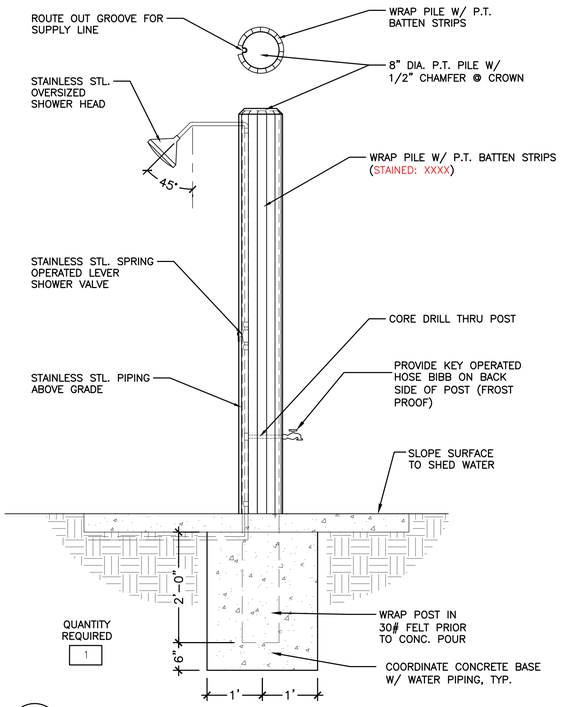
3 HOSE BIB SECTION

SCALE: 3/4" = 1'-0"



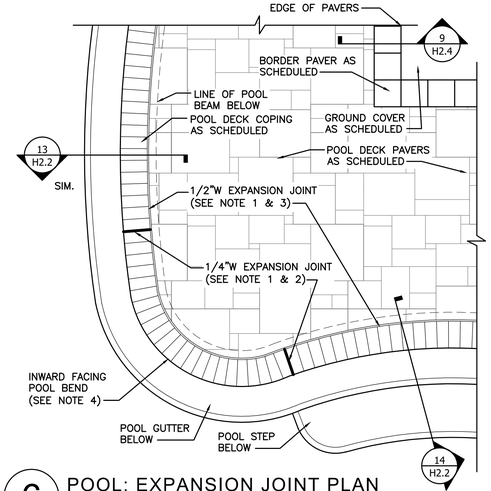
4 ELECTRICAL OUTLET

SCALE: 3/4" = 1'-0"



5 POOL: SHOWER SECTION

SCALE: 3/4" = 1'-0"

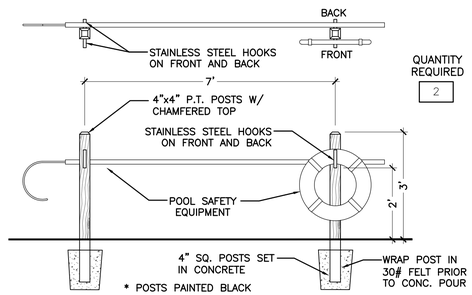


6 POOL: EXPANSION JOINT PLAN

SCALE: 1/2" = 1'-0"

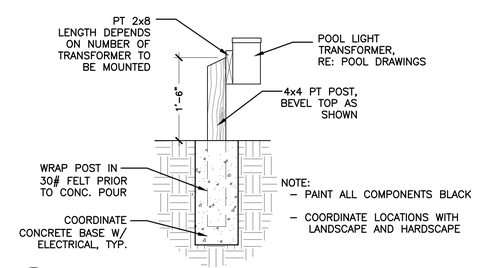
GENERAL NOTES:

1. ALL PAVER EXPANSION JOINTS PER PAVER MANUFACTURER'S RECOMMENDATIONS. IN THE EVENT THAT PAVER MANUFACTURER'S RECOMMENDATIONS ARE NOT AVAILABLE, THEN CONTRACTOR SHALL DETERMINE "MEANS & METHODS" OR REFER TO THE "BRICK INSTITUTE OF AMERICA" GUIDELINES FOR BRICK POOL COPINGS WHICH STATES, "EXPANSION JOINTS SHOULD BE INSTALLED APPROXIMATELY EVERY TEN FEET ON CENTER ALONG THE PERIMETER OF THE POOL COPING, AS WELL AS ANY LOCATION WHERE THE PAVERS ABUT A RESTRAINING SURFACE SUCH AS A CURB OR WALL".
2. 1/4" WIDE EXPANSION JOINT – ELASTOMERIC SEALANT ON COMPRESSIBLE BACKER ROD TYP.
3. 1/2" WIDE EXPANSION JOINT – ELASTOMERIC SEALANT ON COMPRESSIBLE BACKER ROD TYP.
4. ADDITIONAL EXPANSION JOINTS ARE HIGHLY RECOMMENDED ON INWARD FACING POOL BENDS.
5. RECOMMEND MIN 1/4" GAP (TO BE GROUT FILLED) BETWEEN TOP OF BEAM TILE AND UNDERSIDE OF PAVER COPING.



7 POOL: SAFETY EQUIPT

SCALE: 1/2" = 1'-0"



8 POOL: LIGHT TRANSFORMER

SCALE: 3/4" = 1'-0"

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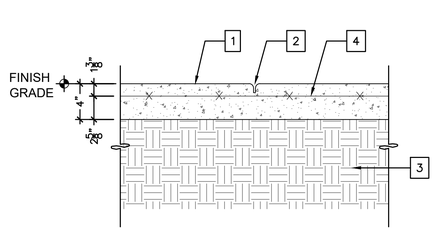
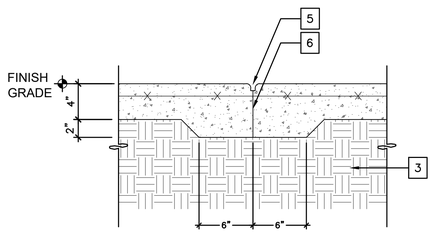
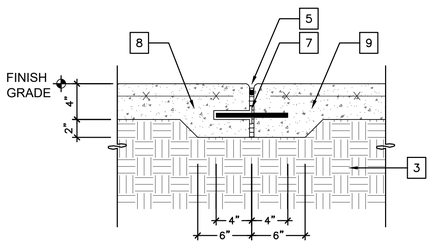


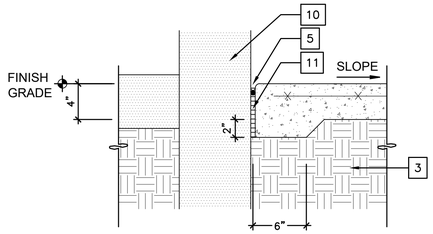
A CONTROL JOINT



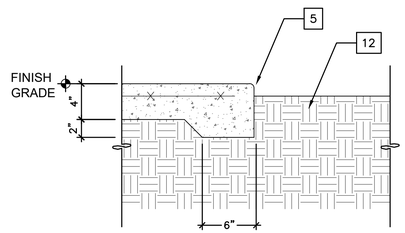
B CONSTRUCTION JOINT



C EXPANSION JOINT



D ISOLATION JOINT



E EDGE CONDITION

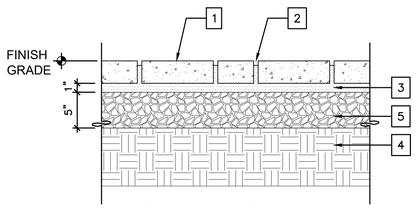
1 PEDESTRIAN CONCRETE PAVING

SCALE: 1-1/2" = 1'-0"

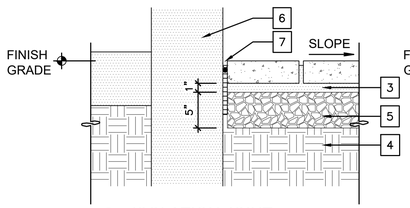
KEY NOTES

1. CAST–IN–PLACE CONCRETE (3,000 PSI). REFER TO HARDSCAPE PLAN FOR LAYOUT AND LOCATION.
2. 1/4" SAWCUT CONTROL JOINT, 1" DEEP TYP.
3. COMPACTED SUB–GRADE
4. 4" SLAB ON GRADE WITH 6x6W 1.4W 1.4W W.W.F. F'c=3,000 PSI
5. 1/4" TOOLED RADIUS
6. APPLY BOND BREAKER TO CURED / EXISTING SURFACE
7. 1/2" FULL DEPTH EXPANSION JOINT WITH BACKER ROD AND SEALANT, JOINT SEALANT COLOR TO MATCH ADJ. PAVING
8. PREMOLDED DOWEL SLEEVE, 18" O.C., CENTER IN SLAB, PERPENDICULAR TO JOINT.
9. 1/2" DIA. X 8" SMOOTH STAINLESS STEEL DOWEL
10. VERTICAL ELEMENT (CONTRACTOR IS RESPONSIBLE FOR PROTECTING ADJACENT SURFACES)
11. 3/8" FULL DEPTH EXPANSION JOINT WITH BACKER ROD AND SEALANT, JOINT SEALANT COLOR TO MATCH ADJ. PAVING
12. ADJACENT PLANTING AREA, HOLD GRADE 2" BELOW FINISH ELEVATION OF PAVING, SLOPE AWAY FROM PAVING

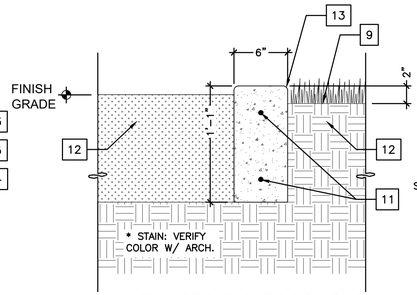
NOTE:
1. ALL CONCRETE SIDEWALKS TO MATCH THE EXISTING SITE SIDEWALKS IN COLOR AND FINISH.
2. MAXIMUM SPACING BETWEEN CONTROL JOINTS IS 100 SF
3. MAXIMUM SPACING BETWEEN EXPANSION JOINTS IS 400 SF
4. CONTRACTOR SHALL PROVIDE ISOLATION JOINTS BETWEEN CONCRETE PAVEMENT AND ALL FIXED VERTICAL SITE ELEMENTS, INCLUDING BUT NOT LIMITED TO: BUILDINGS, WALLS, CURBS, STEPS AND CHEEK WALLS, LIGHT POLE FOUNDATIONS, GRAPHIC ELEMENT FOUNDATIONS, ETC.



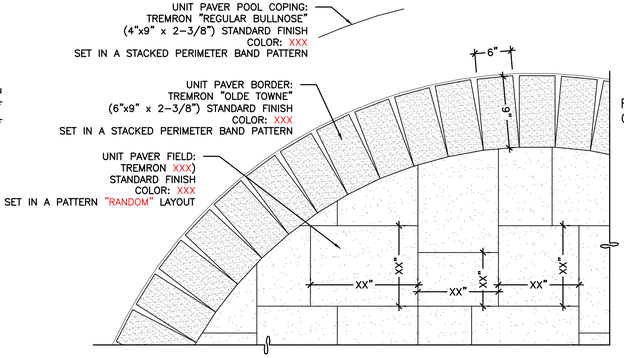
A TYPICAL SECTION SAND SET



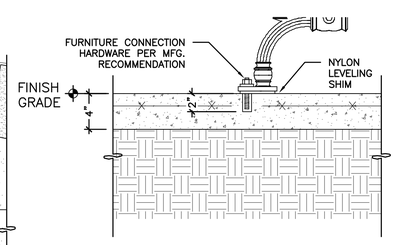
B ISOLATION JOINT



E PLAYGROUND: RIBBON CURB



F PATTERN LAYOUT DETAIL



G FURNITURE ANCHOR

2 PEDESTRIAN BRICK PAVING

SCALE: 1-1/2" = 1'-0"



MANUFACTURED BY:
SITESCAPES
P.O. Box 22326
Lincoln, NE
(888) 331–9464
www.sitescapesonline.com

BENCH W/ BACK
MODEL: AV1–1010
LENGTH: 6'–0"
COLOR: XXX

* PROVIDE FURNITURE ANCHORS PER MFG.

3 PARK BENCH A — QUANTITY REQUIRED: 7

SCALE: NTS



MANUFACTURED BY:
WAUSAU TILE
PO Box 1520
Wausau, WI 54402
(715) 359–3121
www.wausautile.com

BIKE RACK
SIZE: 2 SPACES
MODEL: MF9024
COLOR: XXX

4 BIKE RACK — QUANTITY REQUIRED: 3

SCALE: NTS



MANUFACTURED BY:
SITESCAPES
P.O. Box 22326
P.P. Lincoln, NE
(888) 331–9464
www.sitescapesonline.com

TRASH RECEPTACLE
SIZE: 36 GALLON
MODEL: CITYVIEW
COLOR: XXX

5 WASTE RECEPTACLE — QUANTITY REQUIRED: 4

SCALE: NTS

KEY NOTES

1. UNIT PAVER 2–3/8" MIN. THICKNESS SET HAND–TIGHT, REFER TO PAVING SCHEDULE FOR PATTERN, COLOR AND SIZE.
2. SWEEP JOINTS WITH FINE MASON SAND
3. COARSE CONCRETE SAND SETTING BED (1/2" MIN., 1" MAX.)
4. COMPACTED SUB–GRADE
5. COMPACTED CRUSHCRETE BASE (DEPTH AS NOTED)
6. VERTICAL ELEMENT (CONTRACTOR IS RESPONSIBLE FOR PROTECTING ADJACENT SURFACES)
7. 3/8" FULL DEPTH EXPANSION JOINT WITH BACKER ROD AND SEALANT, JOINT SEALANT COLOR TO MATCH ADJ. PAVING
8. 1/2" FULL DEPTH EXPANSION JOINT WITH BACKER ROD AND SEALANT, JOINT SEALANT COLOR TO MATCH ADJ. PAVING
9. ADJACENT PLANTING AREA, HOLD GRADE 2" BELOW FINISH ELEVATION OF PAVING, SLOPE AWAY FROM PAVING
10. CAST IN PLACE CONCRETE EDGE RESTRAINT
11. STAINED CONCRETE VERTICAL FACE CURB W/ #4 BARS CONT.
12. PLAYGROUND MULCH (VERIFY DEPTH WITH MANUFACTURER)
13. 1/2" RADIUS

NOTE:
1. CONTRACTOR SHALL PROVIDE ISOLATION JOINTS BETWEEN BRICK PAVEMENT AND ALL FIXED VERTICAL SITE ELEMENTS, INCLUDING BUT NOT LIMITED TO: BUILDINGS, WALLS, CURBS, STEPS AND CHEEK WALLS, LIGHT POLE FOUNDATIONS, GRAPHIC ELEMENT FOUNDATIONS, ETC.



MANUFACTURED BY:
DOGIPOT
5340 YOUNG PINE ROAD, SUITE 8
ORLANDO, FL 32829
(407) 888–4627
www.dogipot.com

ALUMINUM DOGIPOT® HEADER PAK PET STATION (1003HPA–L)

* SET POST IN CONCRETE PER MNFR

6 PET WASTE STATION — QUANTITY REQUIRED: 2

SCALE: NTS

REVISIONS

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prepared for DREAM FINDER HOMES

MILLCREEK AMENITY

at St. Lucie County, Ft. Pierce, FL

AMENITY HARDSCAPE

HARDSCAPE DETAILS

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7645 GATE PARKWAY SUITE 101
JACKSONVILLE, FLORIDA 32256
(904) 731-2323 • bashamlucas.com
LN: AR0016514 • LA6666906

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H2.3

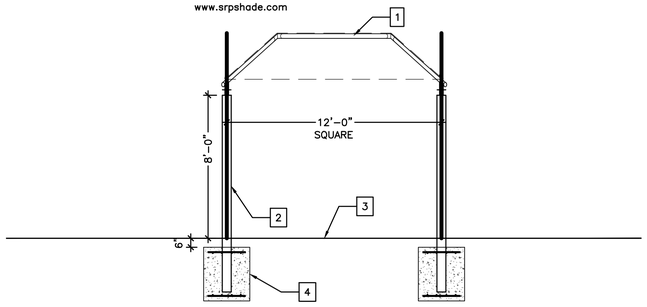
REVIEW SET

KEY NOTES

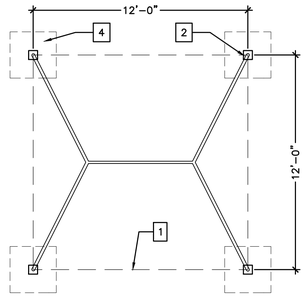
1. 12' x 12' PRE-FIN MET. AND FABRIC SHADE STRUCTURE ("SUPERIOR RECREATIONAL SHADE" OR APRVD EQ.) (FABRIC COLOR: XXXX)
2. PREFIN. METAL COLUMN PER SHADE STRUCTURE MANUF. (COLOR: XXXX)
3. GROUND FINISH AS SCHEDULED
4. REINF. CONC. FOOTING, SIZE & REINF. PER SHADE STRUCTURE MANUFACTURERS STRUCTURAL ENGINEERING AND SHOP DRAWINGS TYP.

NOTES:
1.INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2.THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.

SUPERIOR RECREATIONAL PRODUCTS
1-800-327-8774
www.srpshade.com



A ELEVATION VIEW

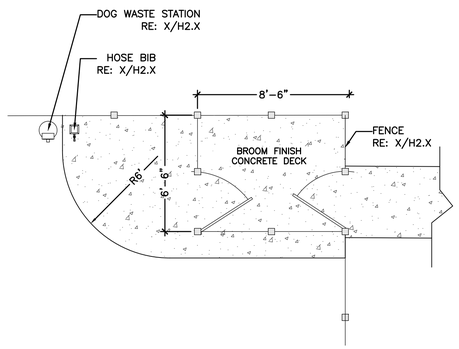


B PLAN VIEW

QUANTITY REQUIRED: 1

1 4 POST SHADE STRUCTURE: 12' x 12' DOG PARK (SH-03)

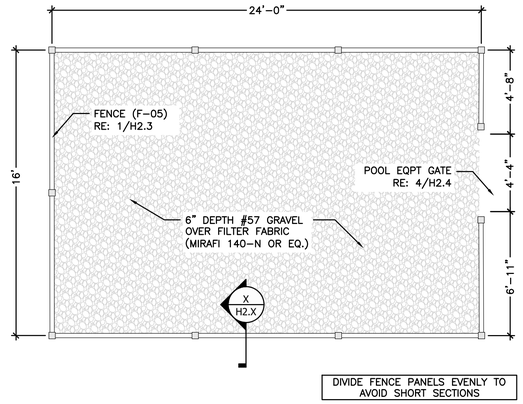
SCALE: 1/4" = 1'-0"



2 DOG PARK: SALLY PORT

PLAN

SCALE: 1/4" = 1'-0"



3 POOL EQUIPMENT ENCLOSURE

PLAN

SCALE: 1/4" = 1'-0"

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prepared for DREAM FINDER HOMES

MILLCREEK AMENITY

at St. Lucie County, Ft. Pierce, FL

AMENITY HARDSCAPE

HARDSCAPE DETAILS

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REVIEW SET

November 14, 2024

MILLCREEK

FORT PIERCE, FL

AMENITY LANDSCAPE

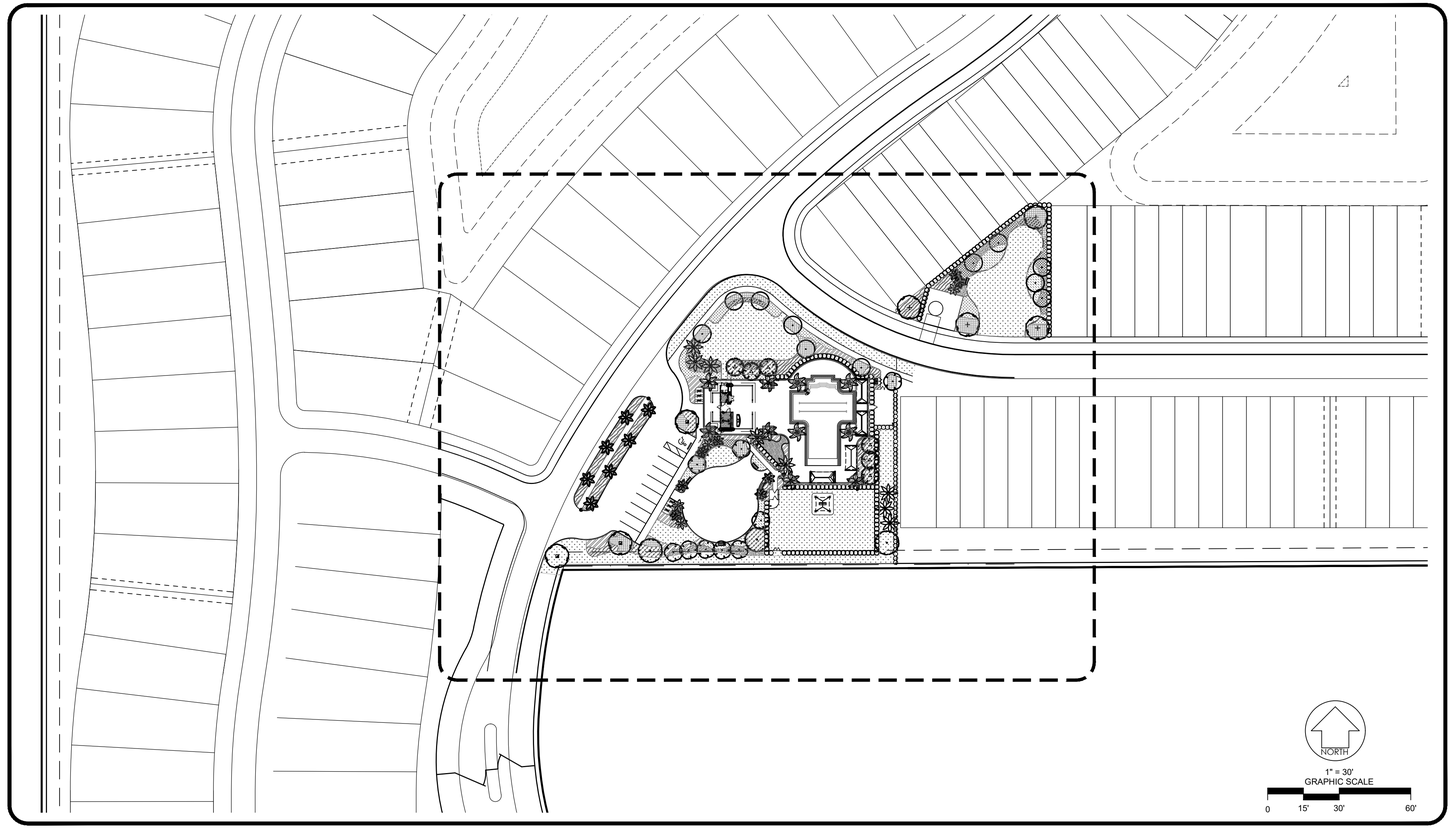
Sheet List Table	
Sheet Number	Sheet Title
L0.1	COVER
L1.1	PLANTING PLAN
L2.1	SCHEDULE & NOTES
L2.2	SPECS & DETAILS
IRX.X	XXXXXX
IRX.X	XXXXXX
IRX.X	XXXXXX

ARCHITECTURE & LANDSCAPE
Basham & Lucas Design Group, Inc.
7645 Gate Parkway, Suite 101
Jacksonville, Florida 32256
(904) 731-2323

OWNER
Dream Finders Homes, LLC
14701 Philips Hwy, Suite 300
Jacksonville FL 32256
(904) 456-9819

CIVIL ENGINEER
Thomas Engineering Group, LLC
840 SE Osceola St
Stuart, Florida 34994
(772) 888-3138

IRRIGATION
Basham & Lucas Design Group, Inc.
7645 Gate Parkway, Suite 101
Jacksonville, Florida 32256
(904) 731-2323



PLANT SCHEDULE

SYMBOL	CODE	COMMON NAME
TREES		
	DP	Royal Poinciana
	MF	Simpson`s Stopper
	MGB	Brackens Southern Magnolia
	PMJ	Medjool Palm
	QV6	Southern Live Oak
	SP14	Sabal Palm
	SP16	Sabal Palm
	SP18	Sabal Palm
	WB	Foxtail Palm
	WCM	White Crape Myrtle
CODE TREES		
	C-QV	Southern Live Oak
	C-SS	Sabal Palm
SHRUBS		
	CR	Red Tip Coco Plum
CODE SHRUBS		
	C-CR	Red Tip Coco Plum
SHRUB AREAS		
	AE	Cast Iron Plant
	CC	Dwarf Shishi Camellia
	HF	Firebush
	MC	Pink Muhly Grass
	SC	Silver Saw Palmetto
	SG	Green Saw Palmetto
	TDD	Dwarf Fakahatchee Grass
	TV	Society Garlic
	ZM	Coontie
GROUND COVERS		
	OJ	Mondo Grass
SOD/SEED		
	SOD-SA	FLORATAM St. Augustine Grass

811 Know what's **below.** **Call** before you dig.

REVISIONS

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MILLCREEK AMENITY

at St. Lucie County, Ft. Pierce, FL

AMENITY LANDSCAPE

COVER

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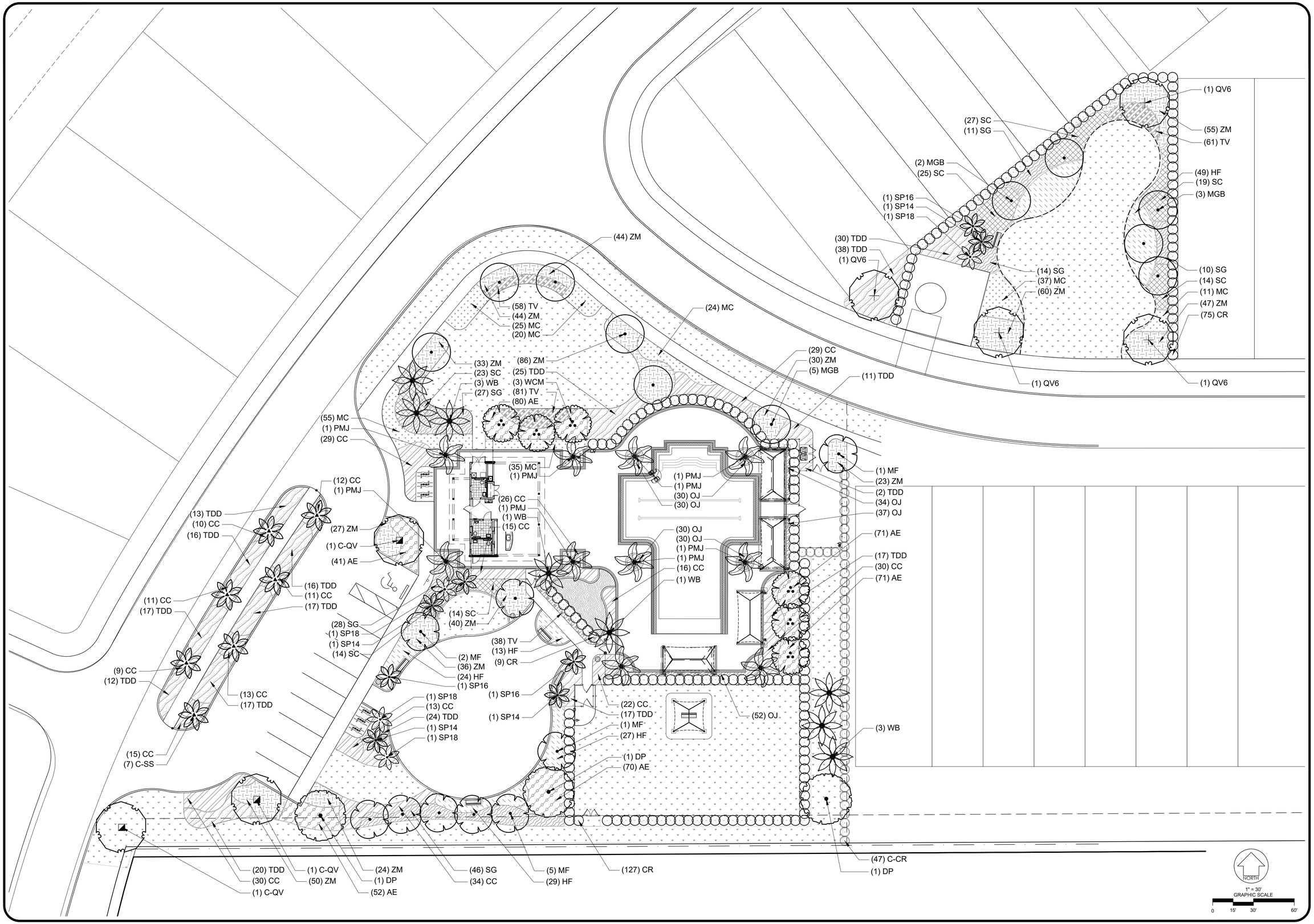

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AMENITY LANDSCAPE

PLANTING PLAN

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REVIEW SET

PLANT SCHEDULE - TREES

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CALIPER	FEATURE	NATIVE
TREES								
	DP	4	Delonix poinciana	Royal Poinciana	MIN. 14` HT x 7` SPD	3" Cal	STRONG CENTRAL LEADER	NON-NATIVE
	MF	9	Myrcianthes fragrans	Simpson`s Stopper	MIN. 12` HT x 6` SPD	3" CAL	MATCHING	NATIVE
	MGB	11	Magnolia grandiflora 'Bracken's Brown Beauty'	Brackens Southern Magnolia	MIN. 14` HT x 7` SPD	3" Cal	FULL TO GROUND	NATIVE
	PMJ	10	Phoenix dactylifera `Medjool`	Medjool Palm	MIN. 18` CT	SINGLE TRUNK	MATCHING	NON-NATIVE
	QV6	4	Quercus virginiana	Southern Live Oak	MIN. 16` HT x 8` SPD	6" Cal	STRONG CENTRAL LEADER	NATIVE
	SP14	4	Sabal palmetto	Sabal Palm	MIN. 14` CT	SINGLE TRUNK	REGENERATED	NATIVE
	SP16	4	Sabal palmetto	Sabal Palm	MIN. 16` CT	SINGLE TRUNK	REGENERATED	NATIVE
	SP18	4	Sabal palmetto	Sabal Palm	MIN. 18` CT	SINGLE TRUNK	REGENERATED	NATIVE
	WB	8	Wodyetia bifurcata	Foxtail Palm	MIN. 14` CT	SINGLE TRUNK	FIELD GROWN	NON-NATIVE
	WCM	6	Lagerstroemia x `Natchez`	White Crape Myrtle	MIN. 12` HT x 6` SPD	6" Cal	MULTI-TRUNK, 3-5 STEMS	NON-NATIVE
CODE TREES								
	C-QV	3	Quercus virginiana	Southern Live Oak	MIN. 16` HT x 8` SPD	4" CAL	STRONG CENTRAL LEADER	NATIVE
	C-SS	7	Sabal palmetto	Sabal Palm	MIN. 12` CT	SINGLE TRUNK	REGENERATED	NATIVE

PLANT SCHEDULE - SHRUBS

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	FEATURE	NATIVE	SPACING
SHRUBS								
	CR	211	Chrysobalanus icaco `Red Tip`	Red Tip Coco Plum	MIN. 24" HT x 24" SPD	MIN. 7 GAL	NATIVE	48" o.c.
CODE SHRUBS								
	C-CR	47	Chrysobalanus icaco 'Red Tip'	Red Tip Coco Plum	MIN. 24" HT x 24" SPD	MIN. 7 GAL	NATIVE	48" o.c.

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	NATIVE	SPACING
SHRUB AREAS								
	AE	314	Aspidistra elatior	Cast Iron Plant	MIN. 24" HT x 24" SPD	MIN. 3 GAL	NON-NATIVE	24" o.c.
	CC	325	Camellia sasanqua 'Dwarf Shishi'	Dwarf Shishi Camellia	MIN. 24" HT x 24" SPD	MIN. 3 GAL	NON-NATIVE	30" o.c.
	HF	198	Hamelia patens	Firebush	MIN. 24" HT x 24" SPD	MIN. 3 GAL	NATIVE	30" o.c.
	MC	207	Muhlenbergia capillaris	Pink Muhly Grass	MIN. 24" HT x 18" SPD	MIN. 3 GAL	NATIVE	30" o.c.
	SC	122	Serenoa repens 'Cinerea'	Silver Saw Palmetto	MIN. 24" HT x 24" SPD	MIN. 3 GAL	NATIVE	36" o.c.
	SG	136	Serenoa repens 'Green'	Green Saw Palmetto	MIN. 24" HT x 24" SPD	MIN. 3 GAL	NATIVE	36" o.c.
	TDD	292	Tripsacum dactyloides nana	Dwarf Fakahatchee Grass	MIN. 18" HT x 12" SPD	MIN. 3 GAL	NON-NATIVE	36" o.c.
	TV	238	Tulbaghia violacea	Society Garlic	MIN 12" HT x 12" SPD	MIN. 1 GAL	NON-NATIVE	18" o.c.
	ZM	565	Zamia muricata	Coontie	MIN. 24" HT x 24" SPD	MIN. 3 GAL	NATIVE	24" o.c.
GROUND COVERS								
	OJ	243	Ophiopogon japonicus	Mondo Grass	MIN. 12" HT x 15" HT	MIN. 1 GAL	NON-NATIVE	12" o.c.
SOD/SEED								
	SOD-SA	18,044 sf	Stenotaphrum secundatum	FLORATAM St. Augustine Grass	SOD			

CANOPY TREE CALCULATIONS		
PLANT TYPE	QUANTITY	PERCENTAGE
CANOPY	37	50%
NON-CANOPY	37	50%

Landscape Notes

A. PLANT MATERIAL STANDARDS

- ALL PLANT MATERIAL USED ON THIS PROJECT SHALL EXCEED THE CLASSIFICATION OF "FLORIDA NO. 1" AS DESCRIBED IN THE LATEST EDITION OF "GRADES AND STANDARDS FOR NURSERY PLANTS", PARTS I AND II, BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. REFER TO DETAILS FOR FURTHER QUALITY SPECIFICATIONS. ALL QUESTIONS CONCERNING THIS PLAN SET AND/OR SPECIFICATIONS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT.
- ALL PLANT MATERIAL SHALL MEET OR EXCEED SIZE SPECIFICATIONS DEFINED HEREIN. ANY MATERIAL NOT MEETING SPECIFICATIONS SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
- THE LANDSCAPE ARCHITECT/OWNER WILL APPROVE THE STAKED LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION.
- PLANT MATERIAL IS SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT AND OWNER, BEFORE, DURING AND AFTER INSTALLATION, AS PER SPECIFICATIONS.
- ALL SOD SHALL BE 100% SOLID SOD, 99% FREE OF NOXIOUS WEEDS, WITH A TWO (2) INCH THICKNESS OF ROOTS CAPABLE OF HOLDING SAND. SOD SHALL BE FRESHLY CUT WITHIN TWENTY-FOUR (24) HOURS OF LAYING, LAID WITH TIGHTLY-BUTTED JOINTS AND ROLLED. HAND RAKING SHALL BE DONE AS NECESSARY TO ENSURE PROPER EVEN GRADES AND CLEAR SURFACES FOR SOD.
- ALL SINGLE-TRUNK TREES SHALL BE STRAIGHT TRUNKED WITH ONE CENTRAL LEADER AND FULLY CROWNED.
- ALL TREES SHALL BE FREE OF OPEN WOUNDS AND WOUND SCARS IN THE CLEAR TRUNK AREA.
- ALL TREES SHALL HAVE A MINIMUM HEIGHT OF EIGHT (8) TO TEN (10) FEET AND TWO (2) INCHES OF CALIPER.

B. GRADING OF PLANTING BEDS

- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR HOLDING FINE GRADING OF PLANTING AREAS TO INSURE AT LEAST 3% POSITIVE DRAINAGE AWAY FROM BUILDINGS AND INTO TURF AREAS, PONDS, STREETS OR OTHER DRAINAGE WAYS. IN ADDITION, THE FINISH MULCH ELEVATION AT THE BUILDINGS SHALL BE AT LEAST 6" BELOW FINISH FLOOR OF THE ADJACENT BUILDINGS. VERIFY THIS CONDITION WITH GENERAL CONTRACTOR PRIOR TO BEGINNING WORK. PARKING LOT ISLANDS SHALL SLOPE AT 3" FROM CENTER OF ISLAND TO CURB. TURF AND PLANTING BEDS SHALL MEET SIDEWALKS AND FLATWORK AT 2" BELOW THE FLATWORK.
- THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL FINAL GRADING OF BERMS, BED AREAS AND SOD AREAS UNTIL FINAL ACCEPTANCE BY THE LANDSCAPE ARCHITECT, BOTH BEFORE AND AFTER LANDSCAPE INSTALLATION HAS BEGUN.

C. BED PREPARATION AND PLANTING

- LOOSEN SOIL TO A MINIMUM DEPTH OF FOUR (4) INCHES AND REMOVE ALL DEBRIS. REGRADE THE BED TO ITS PRE-PLANTING SUBGRADE. FILL PLANT PIT WITH 50% EXISTING SOIL AND 50% TOPSOIL (SEE BELOW) AND COMPACT SO THAT THE TOP OF ROOT BALL WILL SETTLE 1/8 DEPTH OF ROOT BALL ABOVE FINISH GRADE. SET PLANT AND FILL REMAINDER OF HOLE WITH PLANTING MIX. FERTILIZE EACH PLANT AS RECOMMENDED BY SOIL ANALYSIS. THE LANDSCAPE CONTRACTOR SHALL PROVIDE OWNER WITH A YEARLY FERTILIZATION PROGRAM AS DEFINED BY THE SOIL ANALYSIS. WATER IN THOROUGHLY. RESET ANY PLANTS THAT SETTLE TOO DEEP. REMOVE SPOIL DIRT AND RAKE THE BED TO ITS FINISH GRADING. COVER ALL BED AREAS WITH A 3" DEPTH OF MULCH (SEE PLANT LIST). REMOVE ALL DEBRIS FROM MULCH.

- NON-CANOPY TREES SHALL NOT BE PLANTED CLOSER THAN TEN (10) FEET FROM OTHER TREES AND CANOPY TREES SHALL NOT BE PLANTED CLOSER THAN 20 - 30 FEET, DEPENDING UPON SPECIES OR UNLESS APPROVED BY THE COUNTY ADMINISTRATOR AND/OR LANDSCAPE ARCHITECT.
- PLANT MATERIAL THAT EXCEEDS TWENTY-FIVE (25) FEET IN HEIGHT AT MATURITY SHOULD NOT BE PLANTED CLOSER THAN FIFTEEN (15) FEET OF THE VERTICAL PLANE OF AN EXISTING POWER LINE, EXCLUDING SERVICE WIRES.
- TREES SHALL NOT BE PLANTED CLOSER THAN SEVEN AND ONE HALF (7.5) FEET FROM THE CENTERLINE OF UNDERGROUND UTILITIES.
- BALLED AND BURLAPPED STRAPPING WIRE AND ANY SYNTHETIC MATERIAL SHALL BE REMOVED PRIOR TO FINAL INSPECTION. WIRE BASKETS SHOULD BE CUT AWAY FROM THE TOP 1/3 OF THE ROOTBALL.
- MULCH SHALL BE PROVIDED A MINIMUM OF THREE (3) INCHES IN DEPTH AROUND ALL NEWLY PLANTED LANDSCAPE (CYPRESS MULCH IS NOT ALLOWED). SEE PLANT SCHEDULE FOR TYPE OF MULCH.
- A MULCH RING FOR ALL NEWLY PLANTED TREES SHALL BE PROVIDED AT LEAST FIVE (5) FEET IN DIAMETER. DO NOT MULCH WITHIN SIX (6) INCHES FROM THE TREE TRUNK.
- PLANT INSTALLATION SHALL NOT PROCEED PRIOR TO THE INSTALLATION AND OPERATION OF THE LANDSCAPE IRRIGATION SYSTEM. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DAMAGE TO PLANT MATERIAL CAUSED BY INSUFFICIENT WATER.
- ALL PLANTINGS AND BED LAYOUTS SHALL BE SET AND APPROVED BY OWNER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. IF PLANT MATERIAL IS INSTALLED PRIOR TO OWNER/LANDSCAPE ARCHITECT'S APPROVAL, CONTRACTOR WILL BE SUBJECT TO RELOCATING THE MATERIAL AT THE OWNER'S REQUEST AND THE CONTRACTOR'S OWN EXPENSE.
- ALL DISTURBED AREAS OUTSIDE OF THIS SCOPE TO BE SODDED; REFER TO CIVIL ENGINEERING PLANS FOR DETAILS AND SPECIFICATIONS.

D. TOPSOIL

- TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER; REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND A PH BETWEEN 5.5 AND 7.0 - SUBMIT SAMPLE AND PH TESTING RESULTS FOR APPROVAL.
- SOIL IN TREE ISLANDS SHALL HAVE AT LEAST TWELVE (12) INCHES OF SUITABLE SOIL FOR TREE PLANTINGS AND BE VOID OF ANY CONSTRUCTION DEBRIS OR UNSUITABLE MATERIALS.
- THE GENERAL CONTRACTOR SHALL ENSURE THAT ALL PLANTING ISLANDS, PARKING LOT ISLANDS OR PLANTING AREAS SHALL BE CLEAN OF ALL TRASH, DEBRIS OR OTHER NON-INDIGENOUS MATERIALS TO A DEPTH OF 36" PRIOR TO ANY LANDSCAPE INSTALLATION.
- FILL FOR ALL PARKING LOT ISLANDS SHALL BE A MIN. OF 3" BELOW TOP OF CURBING AND BE CROWNED TO A MIN. OF 6" ABOVE CURBING AT THE CENTER OF EACH ISLAND.

- EDGING
- ALL EDGING SHALL BE AS DESCRIBED IN THE PLANTING DETAILS.
- MULCHING AND EDGING SHALL BE PER APPROPRIATE NOTES & SPECIFICATIONS.

F. TREE STAKING

- ALL TREES TO BE STAKED AND GUYED AS SHOWN IN THE DETAILS UNLESS OTHERWISE NOTED.
- ALL TREES, INCLUDING PALMS, SHALL BE SET VERTICALLY TO THE GROUND OR IF ON SLOPES OR BERMS, SHALL BE SET VERTICALLY TO THE SURROUNDING FLAT TERRAIN.

G. WARRANTY

- ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM FINAL ACCEPTANCE BY THE OWNER AND/OR LANDSCAPE ARCHITECT. UNTIL FINAL ACCEPTANCE BY THE OWNER AND/OR LANDSCAPE ARCHITECT, ALL PLANT MATERIAL MUST BE MAINTAINED IN GOOD, LIVING CONDITION. THIS INCLUDES KEEPING BEDS FREE OF DEBRIS AND WEEDS, ALL MECHANICAL MAINTENANCE, FERTILIZATION, CHEMICAL TREATMENTS FOR DISEASE OR INFESTATION AND WATERING. THE LANDSCAPE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD (AS DIRECTED BY OWNER).
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ANY AND ALL NECESSARY REPAIRS TO DAMAGE CAUSED BY HIS WORK AT NO ADDITIONAL COST TO THE OWNER OR LANDSCAPE ARCHITECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR WARRANTY OF HEALTH OF PLANTS IN ON-SITE SOILS. IF DURING DIGGING, CONTRACTOR DISCOVERS WATER-LOGGED, CLAYEY, COMPACTED OR SIMILARLY POORLY DRAINED SOILS, IT SHOULD BE BROUGHT TO THE ATTENTION OF OWNER/LANDSCAPE ARCHITECT FOR REMEDIAL ACTION.
- ANY PLANT MATERIAL WHICH DIES, TURNS BROWN OR DEFOLIATES (PRIOR TO TOTAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE & REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.

Sod Notes

ALL AREAS WITHIN THE LIMITS OF WORK NOT DESIGNATED TO RECEIVE TREES OR SHRUBS; OR NOT OTHERWISE DESIGNATED WITH A SPECIFIC TURF GRASS; SHALL BE SODDED TO MATCH ADJACENT SODDED AREAS. SEE LANDSCAPE PLANS FOR MORE DETAILS.

Contractor Notes

1. THE LANDSCAPE CONTRACTOR SHALL REVIEW ALL LANDSCAPE PLANS AND SPECIFICATIONs AND PERFORM AN ANALYSIS OF SITE CONDITIONS RELATIVE TO THE PLANS AND SPECIFICATIONS PRIOR TO CONSTRUCTION AS WELL AS BECOMING FAMILIAR WITH ALL UNDERGROUND UTILITIES, PIPES, STRUCTURES AND LINE RUNS PRIOR TO CONSTRUCTION. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY & ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCUR AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
2. REPORT ALL DISCREPANCIES IN SITE CONDITIONS OR NON-CONFORMANCE TO SPECIFICATIONS (SUCH AS GRADING, BACKFILLING, REMOVAL OF DEBRIS, GRUBBING, ETC) TO LANDSCAPE ARCHITECT PRIOR TO COMMENCING WORK.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR AND WARRANTY THE HEALTH OF PLANTS IN ON-SITE SOILS. IF, DURING DIGGING, THE CONTRACTOR DISCOVERS WATER-LOGGED, CLAYEY, COMPACTED OR SIMILARLY POORLY DRAINED SOILS, IT SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER FOR IMMEDIATE REMEDIAL ACTION. CONTRACTOR SHALL ALSO TAKE ALL NECESSARY MEASURES TO ENSURE THE VIABILITY AND SURVIVABILITY OF ITALIAN CYPRESS IN THIS SCOPE OF WORK.
4. TO INSURE A TIMELY FLOW OF WORK, THE LANDSCAPE CONTRACTOR SHALL COORDINATE WORK WITH OTHER TRADES OR PROFESSIONALS ON THE SITE WHOSE WORK MAY OVERLAP OR INTERFERE WITH THE WORK SET FORTH IN THE PLAN SET OR WRITTEN SPECIFICATIONS.
5. THE PLANT QUANTITIES WITHIN THE PLANT LIST ARE PROVIDED FOR CONVENIENCE PURPOSES. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL PLANT MATERIAL QUANTITIES AND ALL QUANTITIES FOR SOD, MULCH, ROCK MULCH, FINISH GRADE/BERMING AND PLANTING SOIL, PRIOR TO BIDDING. WHERE CONFLICTS OCCUR BETWEEN PLAN DRAWINGS AND PLANT LIST, THE PLAN DRAWINGS SHALL PREVAIL.
6. CONTRACTOR SHALL SUBMIT UNIT PRICES FOR ALL BID ITEMS.
7. DISCREPANCIES IN DOCUMENTS OR SITE CONDITIONS SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT IN WRITING AT TIME OF BIDDING OR PRIOR TO CONSTRUCTION. NO ACCOUNT SHALL BE MADE AFTER CONTRACT COMPLETION FOR FAILURE TO REPORT SUCH CONDITION OR FOR ERRORS ON THE PART OF THE LANDSCAPE CONTRACTOR AT TIME OF BIDDING (ONLY EXTREMELY PECULIAR AND UNUSUAL CONDITIONS WILL BE CONSIDERED FOR NEGOTIATION).
8. ALL QUESTIONS CONCERNING THIS PLAN SET OR SPECIFICATIONs SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT.
9. PLANT MATERIALS ARE TO BE BID AS SPECIFIED UNLESS UNAVAILABLE, AT WHICH TIME THE LANDSCAPE ARCHITECT WILL BE NOTIFIED BY TELEPHONE AND IN WRITING OF THE INTENDED CHANGES. THERE SHALL BE NO ADDITIONS, DELETIONS OR SUBSTITUTIONS WITHOUT THE WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT. CONTRACTOR SHALL SUBMIT UNIT PRICES FOR ALL BID ITEMS.
10. IF ISSUED, WRITTEN SPECIFICATIONS SHALL BE AN INTEGRAL PART OF THIS PLAN SET.
11. THE LANDSCAPE CONTRACTOR SHALL FIELD VERIFY PROPERTY LINE LOCATIONS BEFORE INSTALLATION OF ANY PERIMETER PLANT MATERIAL OR IRRIGATION SYSTEM.
12. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY APPLICABLE PERMITS AND LICENSES TO PERFORM THE WORK SET FORTH IN THE PLAN SET OR WRITTEN SPECIFICATIONS.
13. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTINGS (INCLUDING, BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, MOWING, ETC) OF PLANTING AREAS AND LAWNS UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE LANDSCAPE ARCHITECT AND THE OWNER.
14. THE LANDSCAPE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR BEGINNING AT THE DATE OF FINAL ACCEPTANCE. THE LANDSCAPE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD (AS DIRECTED BY THE OWNER).

Irrigation Design Notes

IT IS THE INTENT OF THE OWNER TO HAVE AN AUTOMATIC, UNDERGROUND IRRIGATION SYSTEM FOR THIS PROJECT. THE SYSTEM IS TO BE EXECUTED THROUGH A QUALIFIED CONTRACTOR AS A DESIGN/BUILD SCOPE OF WORK. THE DESIGN OF THIS SYSTEM MUST, AT A MINIMUM, COMPLY WITH THE FOLLOWING CRITERIA.

1. SYSTEM SHOULD PROVIDE FOR 100% COVERAGE OF ALL PLANTING AREAS WITH HEAD TO HEAD COVERAGE.
2. SYSTEM SHOULD BE DESIGNED FOR MOST EFFICIENT USAGE OF WATER USING BEST MANAGEMENT PRACTICES FOR THE PROTECTION OF WATER RESOURCES IN FLORIDA DEVELOPED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DEPARTMENT OF COMMUNITY AFFAIRS, WATER MANAGEMENT DISTRICTS, THE UNIVERSITY OF FLORIDA.
3. ALL PROPOSED TREES SHALL EACH HAVE CORRESPONDING BUBBLERS ASSOCIATED WITH IT AS A PART OF THE DESIGN OF THE IRRIGATION SYSTEM.
4. IF THE WATER SOURCE IS FROM A REUSE OR RECLAIMED WATER SUPPLY; SYSTEM SHOULD BE DESIGNED TO MEET ALL REQUIREMENTS FOR AS SET FORTH BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE FLORIDA DEPARTMENT OF HEALTH, PLUS ANY ADDITIONAL REQUIREMENTS FOR STATE AND LOCAL MUNICIPALITIES AND ANY WATER MANAGEMENT DISTRICTS.
5. SYSTEM SHOULD BE DESIGNED TO ISOLATE TURF AREAS FROM SHRUB AREAS.
6. SYSTEM SHOULD BE DESIGNED TO ALLOW IRRIGATION TO BE ACCOMPLISHED IN A SIX HOUR PERIOD.
7. SYSTEM SHOULD BE DESIGNED TO MINIMIZE OVERSPRAY ONTO PAVED SURFACES.
8. SYSTEM SHOULD BE DESIGNED TO BE METERED AS STAND ALONE WATER SERVICE.
9. SYSTEM SHOULD BE DESIGNED TO INCLUDE A RAIN SENSOR.
10. SYSTEM SHOULD BE DESIGNED TO INCORPORATE QUICK COUPLER VALVES AT NO MORE THAN 200 FEET ON CENTER.
11. OWNER RESERVES THE RIGHT TO REVIEW THE DESIGN PLACEMENT OF ALL BACKFLOW PREVENTORS, CONTROLLERS AND VALVE BOXES.
12. IRRIGATION PLANS SHOULD BE PREPARED AT A SCALE NO SMALLER THAN 1 INCH = 20 FEET AND SHOULD ACCURATELY, AND CLEARLY, DEPICT THE LOCATION OF ALL POINTS OF CONNECTION, BACKFLOW PREVENTORS, CONTROLLERS, VALVE BOXES, SLEEVES, MAIN LINE (INCLUDING DIA.), LATERAL LINES (INCLUDING DIA.), TURF ROTORS, SPRAY HEADS, DRIP EMITTERS, QUICK COUPLERS AND NOZZLES.

AT THE COMPLETION OF THE PROJECT THE OWNER WILL BE PROVIDED WITH THE FOLLOWING ITEMS AS THEY RELATE TO THE IRRIGATION SYSTEM:

1 - SET OF DIGITAL AS-BUILT RECORD DRAWINGS AT A SCALE NO SMALLER THAN 1 INCH = 20 FEET.
3 - SETS OF AS-BUILT RECORD DRAWINGS AT A SCALE NO SMALLER THAN 1 INCH = 20 FEET.
3 - COPIES OF OWNER'S OPERATIONS AND MAINTENANCE MANUALS.
3 - COPIES OF RECOMMENDED IRRIGATION SCHEDULE WITH PROPOSED APPLICATION RATES.
6 - EXTRA SPRAY / ROTOR HEADS FOR EACH TYPE USED ON THE PROJECT.

Mulch Notes

PINE BARK MINI NUGGETS SHALL BE PROVIDED FOR ALL AREAS WITHIN THE LIMITS OF WORK DESIGNATED TO RECEIVE NEW TREES OR SHRUBS; SEE LANDSCAPE PLANS FOR MORE DETAILS. MULCH SHALL BE PROVIDED TO A CONSISTENT DEPTH OF 3 INCHES THROUGHOUT.

REVISIONS

NO.	DATE	DESCRIPTION	BY

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prepared for DREAM FINDER HOMES

MILLCREEK AMENITY

at St. Lucie County, Ft. Pierce, FL

AMENITY LANDSCAPE

PLANT SCHEDULE & NOTES

BASHAM & LUCAS DESIGN GROUP, INC.
7645 GATE PARKWAY SUITE 101
JACKSONVILLE, FLORIDA 32256
(904) 731-2323 • bashamlucas.com
LN: AR0016514 • LA6666906

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CHECKED BY	XXX
DATE	11-14-24
JOB NO.	24-40

L2.1

REVIEW SET

SECTION 02950 TREES, SHRUBS, AND GROUND COVER

PART 1 GENERAL

1.01 WORK INCLUDED
A. Trees, shrubs, vines and ground cover as applicable.

B. Topsoil backfill.

C. Staking and guying.

D. Maintenance service.

E. Annuals and perennials planting.

1.02 RELATED WORK
A. Section 02811 – Underground Sprinkler System.

B. Section 02938 – Sodding.

1.03 REFERENCES
A. Standardized Plant Names, 1942 edition, American Joint Committee on Horticulture Nomenclature.

B. American Standard for Nursery Stock (ANSI Z60), latest edition, American Association of Nurserymen.

C. FS O-F-241 – Fertilizer, Mixed, Commercial.

1.04 QUALITY ASSURANCE
A. Perform work with personnel experienced in the work required of this Section under direction of a skilled foreman.

B. Submit sources of plant materials. All materials to have name tags attached. Submit invoice with plant names noted if required.

C. Contractor shall locate all materials and be responsible for conformance with requirements of this Section. All plants not meeting requirements to be rejected.

1.05 DELIVERY, STORAGE, AND HANDLING
A. Move B&B plant materials with solid balls wrapped in burlap. Plants to be lifted only by ball or container.

B. Deliver plant materials immediately prior to placement. Keep plant materials not immediately installed moist and protect from freezing by covering ball or container with mulch.

C. Reject plants when ball or container of earth surrounding roots has been cracked, broken or frozen preparatory to or during process of planting.

1.06 WARRANTY
A. Warrant all plants to be living, healthy specimens for a period of one year commencing upon date of final acceptance. Warranty period shall terminate only if plants have been in full leaf for 30 days at end of warranty period. Termination of warranty period shall be extended as necessary to comply. All materials to be in vigorous condition at end of warranty period.

B. Immediately remove dead plants and plants not in a vigorous condition and replace as soon as weather conditions permit. Each replacement shall be covered with one year warranty commencing at time of planting.

C. Replacements: Match with adjacent plants of the same species in size and form.

1.07 MAINTENANCE SERVICE
A. Begin maintenance of plant materials immediately after planting and continue until date of final project acceptance.

B. Maintenance shall include measures necessary to establish and maintain plants in a vigorous and healthy growing condition. Include the following:
1. Cultivation and weeding of plant beds and tree pits. When herbicides are used for weed control, apply in accordance with manufacturer's instructions. Remedy damage resulting from use of herbicides.
2. Watering sufficient to maintain optimum moisture level.
3. Pruning, including removal of dead or broken branches, and treatment of prune wounds.
4. Disease and insect control.
5. Maintaining plants in an upright, plumb position, and repair of settling.
6. Maintenance of wrappings, guys, turnbuckles and stakes. Adjust turnbuckles or otherwise keep guy wires tight. Repair or replace accessories when required.

PART 2 PRODUCTS

2.01 MATERIALS
A. Trees, Shrubs, Vines, and Ground Cover: Species and size identified in plant list. Plant materials shall be true to name, in good health, free of disease and insects, excellent in form and in complete conformance with ANSI Z60. All materials to be nursery grown.

B. Topsoil for use in preparing soil mixture for backfilling plant pits shall be fertile, friable, and of a loamy character; reasonably free of subsoil, clay lumps, brush weeds and other litter; free of roots, stumps, stones larger than 2" in any direction, and other extraneous or toxic matter harmful to plant growth. it shall contain three (3) to five (5) percent decomposed organic matter and a ph between 5.5 and 7.0 – submit sample and ph testing results for approval.

C. Mulch: See Plant Schedule. Cypress products are prohibited.

D. Fertilizer: Osmocote 18–6–12. Or Approved Equal.

E. Organic Compost: Supplied by Wild Earth Products – State Line Bark & Mulch Inc. Rte. 4 Box 630, Old Dixie Hwy. 121 Folkston, GA 31537 ph. 912–496–2999 fx. 912–496–2998 wildearth1@yahoo.com – Or Approved Equal.

2.02 ACCESSORIES
A. Wrapping Materials: Heavy paper manufactured for tree wrapping purpose.

B. Stakes: Metal Fence posts (Painted Brown) – 6 foot height. Wood (Painted Brown) – All sizes decay resistant.

C. Hardware (cables, wire, eye bolts, and turnbuckles): Noncorrosive; of sufficient strength to withstand wind pressure.

D. Tie straps: Soft polypropylene material equal to ArborTie, by Deep Root Partners, L.P., 31 Langston St., Suite 4, San Francisco, CA, 94103, 1–800–277–7668.

PART 3 EXECUTION

3.01 PREPARATION
A. Verify topsoil is ready to receive the work of this Section. All areas to be planted with shrub or ground cover masses to have minimum 6 inch depth of topsoil.

B. Remove all weeds and grasses from planting beds. Bermuda grass, if present, to be exterminated by approved means or all soil removed to 6 inch depth and replaced with topsoil free of bermuda grass.

C. Stake tree locations and place shrubs, vines, and ground covers for review and final orientation by Owner's Representative prior to installation.

D. Outline bed edges for approval prior to installation.

E. Prepare topsoil for shrub and ground cover beds, after removing any vegetation with approved procedure, by tilling 2 inch layer (165 CF per 1000 sq. ft.) of compost into the upper 6 inches of soil.

3.02 INSTALLATION
A. Excavate for plant materials. Tree pits shall be 24 inches greater in diameter than root ball. Circle to be centered on tree and true in form. Slope cut edge to 6" depth and bottom of pit to depth required to accommodate tree rootball. Shrub pits shall be 12 inches greater in diameter than root ball. Topsoil from excavation may be retained for backfill if it is friable and free of rock and clods greater than 2" in dia. Remove all subsoil, rock, and debris from site.

B. Set trees with top of root ball 3 inches above surrounding grade, and other plant materials 2 inches above surrounding grade, after settlement.

C. Remove containers from container–grown stock. Set plants in center of pits and backfill with topsoil in 6 inch layers. Pull away ropes, wires, etc. from the top of the ball.

D. Final 6 inch layer of backfill around trees to consist of 1:1 mixture of organic compost and topsoil.

E. Thoroughly water soil when the hole is half full, and again when full.

F. Apply 1/2 pound fertilizer evenly over cultivated area around each tree and 1 pound per 100 square feet to shrub and ground cover plantings.

G. Evenly spread a 3 inch layer of mulch over tree pits and planting beds. For trees, avoid placing mulch within 6" of tree trunk. For shrubs, avoid placing mulch within 3" of plants main stem.

H. Prune trees and shrubs after planting to improve form and to remove dead and broken branches.

I. Circular area around trees to be mulched and free of vegetation. For trees 2 inch and greater in caliper, area to be 6 feet in diameter. For trees less than 2 inch caliper, area to be 4 feet in diameter. Circle to be centered on tree and true in form.

J. After planting trees, form a 3' diameter ridge of topsoil around edge of excavation to retain water.

3.03 PLANT SUPPORT
A. Brace plants upright and plumb in position by staking and guying as detailed. Guys to be secured to tree with loops as detailed.

3.04 SPECIAL PLANTING
A. Annuals, Seasonal Planting: Prepare soil per requirements for shrubs and ground cover as described in Article 3.01. Refresh annually by Incorporating 2 inch layer (165 CF per 1000 SF) of organic compost.
1. Spring Planting should be installed between March and April.
2. Fall Planting should be installed between October and November.
3. Spring or Fall planting time is contingent upon current weather patterns and temperature.

END OF SECTION 02950

SECTION 02938 SODDING

PART 1 GENERAL

1.01 WORK INCLUDED
A. Preparation of planting surface.
B. Fertilizing.

C. Sod installation.

D. Maintenance service.

1.02 RELATED WORK
A. Section 02950 – Trees, Shrubs and Ground Cover.

B. Section 02811 – Underground Sprinkler System.

1.03 REFERENCES
A. Standardized Plant Names, 1942 Edition, American Joint Committee on Horticulture Nomenclature.

B. ASPA (American Sod Producers Association) – Guideline Specifications to Sodding.

C. FSO–F–241 – Fertilizers, Mixed, Commercial.

1.04 DEFINITIONS
A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel and Brome Grass.

1.05 QUALITY ASSURANCE
A. Sod Producer: Company specializing in sod production and harvesting with a minimum of 5 years experience.

B. Sod: Root development that will support its own weight, without tearing, when suspended vertically by holding the upper two corners.

1.06 REGULATORY REQUIREMENTS
A. Comply with regulatory agencies for fertilizer and herbicide composition.

1.07 TESTS
A. None required.

1.08 MAINTENANCE DATA
A. Submit recommended maintenance procedures to be followed by Owner.

B. Include maintenance instructions, cutting method and maximum grass height; types, application frequency, and recommended coverage of fertilizer.

1.09 DELIVERY, STORAGE, AND HANDLING
A. Deliver sod on pallets. Protect exposed roots from dehydration.

B. Do not deliver more sod than can be laid within 24 hours.

1.010 COORDINATION
A. Coordinate the work of this Section with installation of underground sprinkler system and plant material as applicable.

1.011 MAINTENANCE SERVICE
A. Maintain sod from installation through to date of final acceptance.

PART 2 PRODUCTS
2.01 MATERIALS
A. Sod: Cultivated grass sod; type indicated on Drawings; with strong fibrous root system, free of stones, burned or bare spots, and weeds.

B. Fertilizer: Type recommended for grass; of proportions necessary to eliminate any deficiencies of topsoil as indicated in soils test or otherwise approved.

C. Soil Amendments: Lime, sulphur, or other material recommended by soil test.

D. Water: Clean, fresh, and free of substances or matter which could inhibit vigorous growth of grass.

2.02 HARVESTING
A. Machine cut sod and load on pallets in accordance with ASPA guidelines.

B. Cut sod with minimum 1/2 inch and maximum one inch topsoil base.

PART 3 EXECUTION

3.01 INSPECTION
A. Verify that prepared soil base is ready to receive the work of this Section.

B. Beginning of installation means acceptance of existing site conditions.

3.02 PREPARATION
A. Finish grade areas to be sodded so that the surface is smooth and is approximately 1 inch below adjoining sidewalks and other paved surfaces.

B. Remove all weeds and grasses from areas to be sodded

C. Planting surface shall be made friable by approved method of scarification. Prepared surface shall be floated smooth and free of bumps and depressions. Remove stones and foreign matter over 2 inches in diameter from top 2 inches of sod bed. Plant immediately thereafter, provided the bed has remained in a friable condition and has not become muddy or hard. If it has become hard, till to a friable condition again.

D. Apply fertilizer at the rate of one pound actual Nitrogen per 1000 square feet. Apply fertilizer prior to installation of sod. Apply fertilizer no more than 48 hrs before laying sod.

E. Lightly water to aid the dissipation of fertilizer.

3.03 LAYING SOD
A. Moisten prepared surface immediately prior to laying sod.

B. Lay sod within 24 hours after harvesting to prevent deterioration.

C. Lay sod tight with no open joints visible and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.

D. Finished sodding to be smooth and free of bumps and depression. Surface to be flush with adjoining grass areas if any. Place top elevation of sod approximately 1/2 inch below adjoining edging, paving and curbs. Grade planting surface as necessary to accomplish above.

E. Water sodded areas deeply immediately after installation.

3.04 WARRANTY
A. Sodded areas to be vigorously growing at time of final acceptance or if installation occurs during dormancy warranty to extend through first month of following growing season. At conclusion of initial warranty period replace dead or unhealthy sod.

3.05 MAINTENANCE
A. Mow grass at regular intervals to maintain at a maximum height of 3 inches for St. Augustine Grass. Do not cut more than 1/3 of grass blade at any one mowing.

B. Neatly trim edges and hand clip where necessary.

C. Immediately remove clippings after mowing and trimming.

D. Water sufficiently to insure establishment and maintain vigorous appearance.

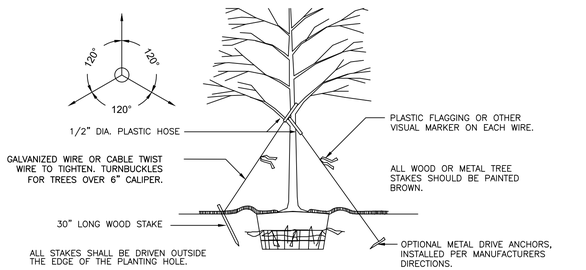
E. Roll and/or topdress surface as needed to remove minor depressions or irregularities.

F. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.

G. Immediately replace sod in areas which show deterioration or bare spots. Any areas that have had topsoil washed away shall be filled to match specified grade with topsoil before resodding.

H. Protect sodded areas with warning signs during maintenance period.

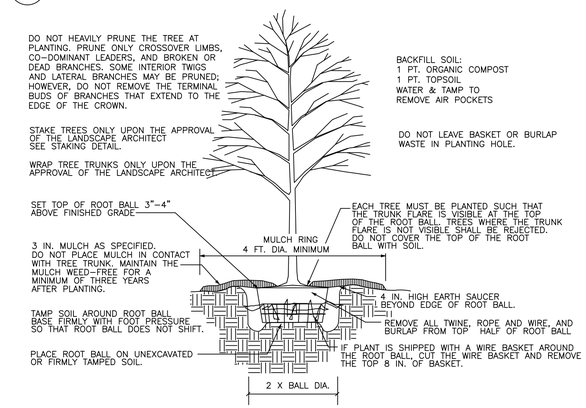
END OF SECTION 02938



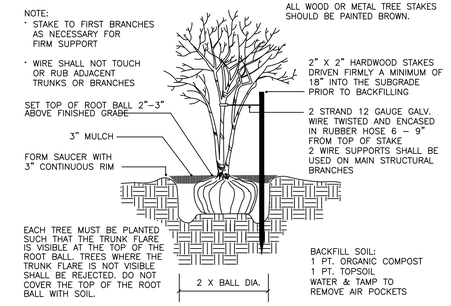
REMOVE ALL STAKING AS SOON AS THE TREE HAS GROWN SUFFICIENT ROOTS TO OVERCOME THE PROBLEM THAT REQUIRED THE TREE TO BE STAKED. STAKES SHALL BE REMOVED NO LATER THE END OF THE FIRST GROWING SEASON AFTER PLANTING.

ALL TREES SHOULD BE STAKED ACCORDING TO THE DETAILS PROVIDED IN THESE DRAWINGS UNLESS STATED OTHERWISE BY THE LANDSCAPE ARCHITECT. THE FOLLOWING ARE REASONS WHY TREES DO NOT REMAIN STRAIGHT.
- o TREES WITH POOR–QUALITY ROOT BALLS OR ROOT BALLS THAT HAVE BEEN CRACKED OR DAMAGED. REJECT RATHER THAN STAKE.
- o TREES THAT HAVE GROWN TOO CLOSE TOGETHER IN THE NURSERY, RESULTING IN WEAK TRUNKS. REJECT RATHER THAN STAKE.
- o PLANTING PROCEDURES THAT DO NOT ADEQUATELY TAMP SOILS AROUND THE ROOT BALL. CORRECT THE PLANTING PROCEDURE.
- o ROOT BALLS PLACED ON SOFT SOIL. TAMP SOILS UNDER ROOT BALL PRIOR TO PLANTING.
- o ROOT BALLS WITH VERY SANDY SOIL OR VERY WET CLAY SOIL. STAKING ADVISABLE.
- o TREES LOCATED IN A PLACE OF EXTREMELY WINDY CONDITIONS. STAKING ADVISABLE.

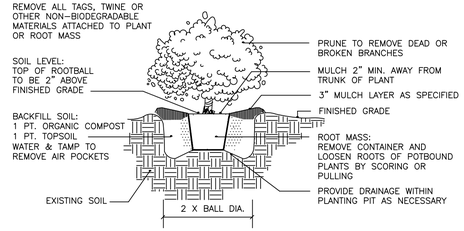
LARGE TREE STAKING DETAIL (3" CAL. OR LARGER)



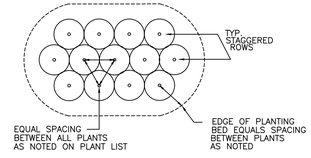
LARGE TREE PLANTING DETAIL (3" CAL. OR LARGER)



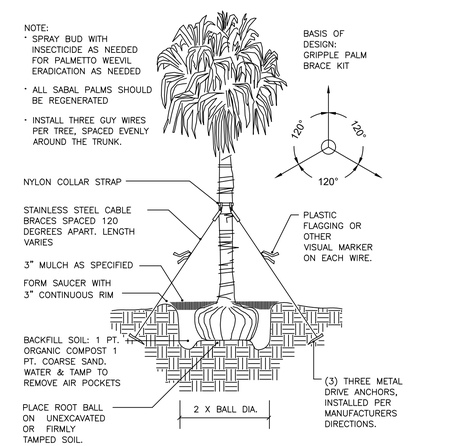
MULTI–TRUNK OR SMALL TREE PLANTING DETAIL



SHRUB PLANTING DETAIL



SHRUB MASS PLANTING LAYOUT



PALM TREE PLANTING DETAIL

811 Know what's below. Call before you dig.

REVISIONS

NO.	DATE	DESCRIPTION	BY

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prepared for DREAM FINDER HOMES

MILCREEK AMENITY

at St. Lucie County, Ft. Pierce, FL

AMENITY LANDSCAPE

SPECIFICATIONS & DETAILS

BASHAM & LUCAS DESIGN GROUP, INC.
7645 GATE PARKWAY SUITE 101
JACKSONVILLE, FLORIDA 32256
(904) 731-2323 • bashamlucas.com
LN: AR0016514 • LA6666906

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REVIEW SET

MILLCREEK PD

CITY OF FORT PIERCE, FLORIDA

TRAFFIC IMPACT ANALYSIS

PREPARED FOR:
DREAM FINDERS HOMES, LLC

Prepared by:

JFO GROUP INC
COA Number 32276
6671 W Indiantown Road
Suite 50-324
Jupiter, FL 33458



June 14, 2024

This item has been electronically signed and sealed by Dr. Juan F. Ortega, PE on June 14, 2024, using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

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1. INTRODUCTION

JFO Group Inc. has been retained to prepare a traffic impact analysis to determine compliance with the *St Lucie TPO Standardized Traffic Impact Studies (TIS) Methodology and Procedures for St Lucie County, City of Fort Pierce and the City of Port St Lucie* for the Millcreek PD project. The property is located north of Orange Avenue, ±¾-mile east of Jenkins Road in the City of Fort Pierce, Florida.



Figure 1: Project Location

Parcel Control Number associated with this project is 2407-124-0001-000-3. Exhibit 1 includes information from the Saint Lucie County Property Appraiser's office for the parcels included in the proposed site plan. Figure 1 shows an aerial location of the site in relation to the transportation network.

The subject property has a current Future Land Use Designation of Medium Density Residential (RM) and a Zoning designation of Planned Development (PD). The Millcreek PD project is proposing 313 townhomes and 130 single family homes. Exhibit 2 includes a copy of a conceptual site plan. Project build-out is expected in the year 2027.

2. TRIP GENERATION

Project traffic potentially generated by the proposed project was calculated using the Institute of Transportation Engineers (ITE) publication *Trip Generation Manual, 11th Edition*. When fitted curve equations were not available, weighted average rates were used. Similarly, when data plots had at least 20 data points and a fitted curve equation with an R^2 of at least 0.75, fitted curve equations were used. Exhibit 3 includes an excerpt from the ITE Trip Generation manual for the trip generation rates used in this analysis.

Table 1 shows the rates used in order to determine the trip generation for Daily, AM, and PM peak hour conditions. As part of a conservative analysis and for simplification purposes, no traffic credit was taken for vested uses on the subject site.

Table 1: Trip Generation Rates

Land Use	ITE Code	Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Single Family Detached	210	LN(T)=0.92 LN(X)+2.68	26%	74%	LN(T)=0.91 LN(X)+0.12	63%	37%	LN(T)=0.94 LN(X)+0.27
Townhomes	220	T = 6.41(X) + 75.31	24%	76%	T = 0.31(X) + 22.85	63%	37%	T = 0.43(X) + 20.55

According to Table 2, the net Daily, AM and PM peak hour trips potentially generated due to the planned development are 3,367, 215 (54 In/161 Out) and 282 (178 In/104 Out) trips respectively.

Table 2: Trip Generation

Land Use	Intensity	Daily Traffic	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Single Family	130 DUs	1,285	25	70	95	80	47	127
Townhomes	313 DUs	2,082	29	91	120	98	57	155
Net Proposed Traffic		***3,367***	***54***	***161***	***215***	***178***	***104***	***282***

3. EXISTING CONDITIONS

Orange Avenue is the major roadway serving as primary access to the project. It consists of a four (4) lane divided road in the project vicinity.

4. BACKGROUND TRAFFIC

The University of Florida's Bureau of Economic and Business Research (BEBR) from the College of Liberal Arts and Sciences calculates population projections for Florida and Its Counties. Table 3 includes the St. Lucie County BEBR growth rates for Year 2025 based on data included in the BEBR Bulletin 198 from January 2024. Exhibit 4 includes the applicable excerpts from the BEBR bulletin.

Table 3: 2025 UF-BEBR Growth Rate

County	BEBR Population Estimate April 1, 2023	BEBR Population Projections (April 1)		2025
		Range	2025	
St. Lucie	368,628	Low	362,300	-0.57%
		Medium	385,400	1.50%
		High	408,600	3.60%

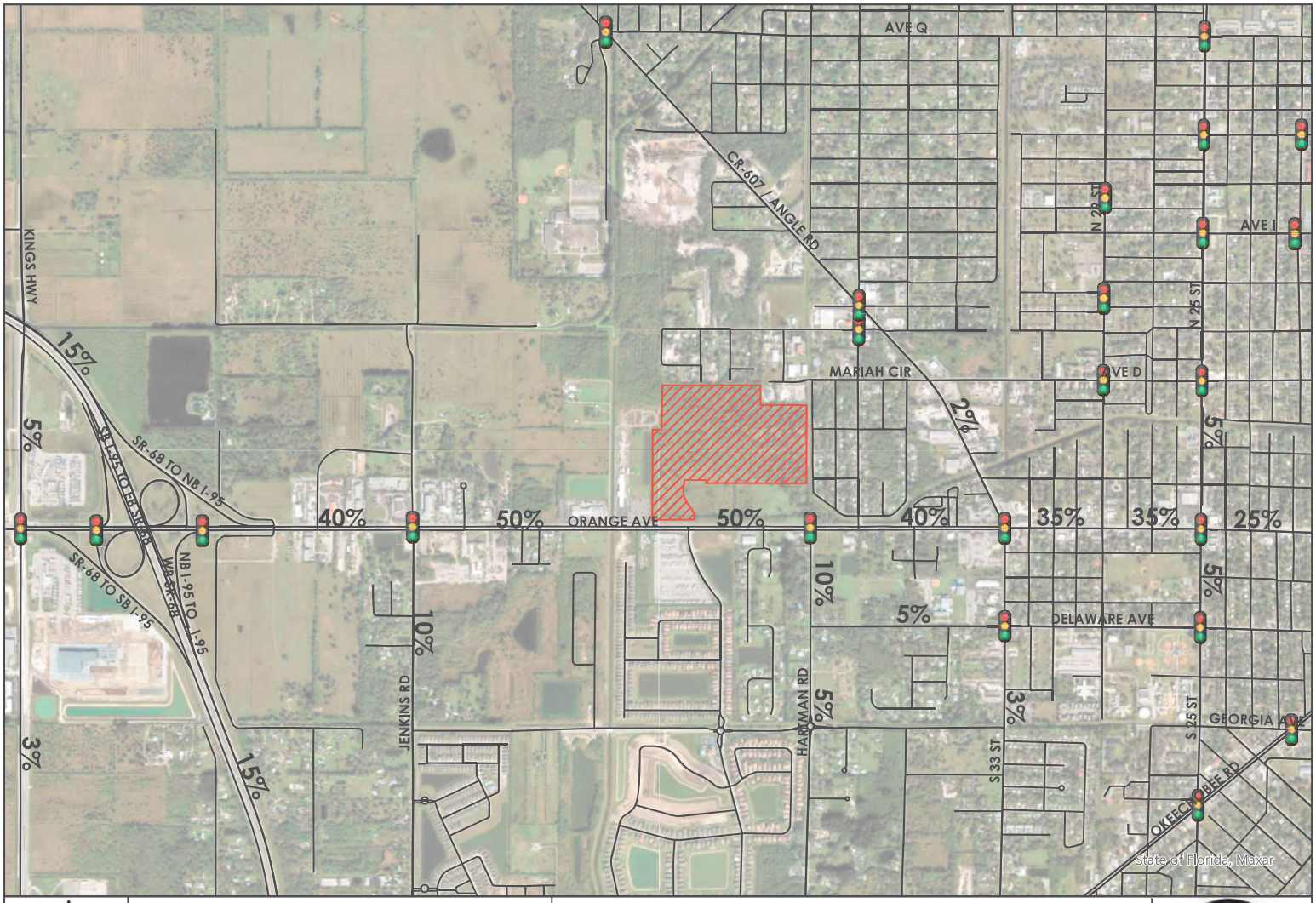
In order to provide a conservative analysis, the BEBR medium growth rate (1.50%) was used in this analysis to determine background traffic on the transportation network.

5. TRIP DISTRIBUTION AND ASSIGNMENT

Trip distribution and assignment incorporates the characteristics of the proposed development as well as the surrounding network configuration. Figure 2 shows the project trip distribution for all roadway links in the project vicinity, as well as the signalized intersections.

Table 4: Project Impact

Roadway	From	To	LOS Capacity	Traffic Assignment	Project Traffic	Project Impact
Kings Hwy	Picos Rd To Orange Ave		880	5%	9	1.02%
Kings Hwy	Orange Ave to Angle Rd		920	3%	5	0.54%
I-95	Okeechobee Rd To Orange Ave		7,320	15%	27	0.37%
I-95	Orange Ave to Indrio Rd		7,320	15%	27	0.37%
Jenkins Rd	Peterson Rd to Orange Ave		920	10%	18	1.96%
Hartman Rd	Okeechobee Rd to Peterson Rd		750	5%	9	1.20%
Hartman Rd	Peterson Rd to Delaware Ave		540	5%	9	1.67%
Hartman Rd	Delaware Ave to Orange Ave		790	10%	18	2.28%
33rd St	Okeechobee Rd to Delaware Ave		750	1%	2	0.27%
33rd St	Delaware Ave to Orange Ave		790	3%	5	0.63%
Angle Rd	Orange Ave to Avenue D		840	2%	4	0.48%
Angle Rd	Avenue D to Avenue Q		580	2%	4	0.69%
25th St	Okeechobee Rd to Georgia Ave		1,630	5%	9	0.55%
25th St	Georgia Ave to Delaware Ave		1,630	5%	9	0.55%
25th St	Delaware Ave to Orange Ave		1,630	5%	9	0.55%
25th St	Orange Ave to Avenue D		1,630	5%	9	0.55%
25th St	Avenue D to Avenue Q		1,630	5%	9	0.55%
Delaware Ave	Hartman Rd to 33rd St		600	5%	9	1.50%
Delaware Ave	33rd St to 25th St		1,710	5%	9	0.53%
Delaware Ave	25th St to Okeechobee Rd		1,220	5%	9	0.74%
Orange Ave	Campbell Rd to Kings Hwy		1,070	2%	4	0.37%
Orange Ave	Kings Hwy to I-95		2,100	10%	18	0.86%
Orange Ave	I-95 to Jenkins Rd		2,100	30%	53	2.52%
Orange Ave	Jenkins Rd to Hartman Rd		2,100	50%	89	4.24%
Orange Ave	Hartman Rd to Angle Rd		2,100	40%	71	3.38%
Orange Ave	Angle Rd to 25th St		1,710	35%	62	3.63%
Avenue D	Angle Rd to 29th St		600	1%	2	0.33%
Avenue D	29th St to 25th St		790	3%	5	0.63%
Avenue D	25th St to 17th St		750	2%	4	0.53%



Project Site

0 0.2 0.4 0.6 0.8 1 Miles

Figure 2:
Traffic Assignment
MILLCREEK PD

JFO GROUP INC

As can be seen in Table 4, the project impact to the first connection to the Major Road Network will consume more than one percent (1%) of the peak-hour peak-direction capacity while the remaining Major Roadway Segments will consume less than five percent (5%).

Exhibit 5 includes excerpts from the St. Lucie Transportation Planning Organization 2023 Traffic Counts and Level of Service Report used in this analysis. Table 5 includes Level of Service analysis on the first accessible link as required by the *St Lucie TPO Standardized Traffic Impact Studies (TIS) Methodology and Procedures for St Lucie County, City of Fort Pierce and the City of Port St Lucie*. As shown in Table 5, the first accessible link meets the adopted service volume.

Table 5: Peak Hour Link Analysis

Road	From	To	Ln	2023 Traffic		2027 Background Traffic[1]		Project Assignment	Project Traffic		Total Traffic With Project		Peak Direction Service Volume	Meets peak direction LOS?
				AM	PM	AM	PM		AM	PM	AM	PM		
Orange Ave	Jenkins Rd to Site		4	825	825	876	876	50%	81	89	957	965	2,100	YES
Orange Ave	Site to Hartman Rd		4	825	825	876	876	50%	81	89	957	965	2,100	YES

Peak Hour-Peak Direction	
AM	PM
161	178

[1] Calculated GR = 1.50%. See Table 3.

6. DRIVEWAY ANALYSIS

The Millcreek PD development is proposing one (1) full driveway on Orange Avenue. According to the National Cooperative Highway Research Program (NCHRP) Report 457, a left-turn lane is recommended on the unstopped approach of any intersection when the combination of intersection volumes intersect above or to the right of the appropriate trend line shown in Figure 2-5 of the NCHRP Report. Likewise, the November 2019 FDOT Access Management Guidebook includes recommended guidelines for exclusive right-turn lanes to unsignalized driveways based on the NCHRP Report 420, Impacts of Access Management Techniques.



Figure 3: Project Driveway Volumes

Figure 3 provides Daily, AM and PM peak hour driveway volumes for the Millcreek PD Property project. Based on the information presented in this figure, NCHRP Reports 457 and 420, additional turn lanes are not warranted. Exhibit 7 includes right turn lane requirements.

7. CONCLUSIONS AND RECOMMENDATIONS

The Millcreek PD project is located north of Orange Avenue, ±¾-mile east of Jenkins Road in the City of Fort Pierce, Florida. The subject property has a current Future Land Use Designation of Medium Density Residential (RM) and a Zoning designation of Planned Development (PD). The Millcreek PD project is proposing 313 townhomes and 130 single family homes.

The proposed project will likely generate 3,367 net daily trips where 215 (54 In/161 Out) trips will occur during the AM peak hour and 282 (178 In/104 Out) during the PM peak hour. The project's first connection to the Major Road Network is on Orange Avenue between Jenkins Road and Hartman Road, at the existing intersection of Orange Avenue and Bent Creek Drive. There is an existing eastbound left turn at the proposed driveway that will remain and improved if required by FDOT. An additional westbound right turn lane is not warranted at this time.

At the time this traffic analysis was prepared, the *St Lucie TPO Transportation Improvement Program (TIP) - FY 2023/24 - FY 2027/2028* shows ATMS - Arterial Traffic Mgmt improvements along Orange Avenue.

The proposed Millcreek PD Property project has been evaluated following the *St Lucie TPO Standardized Traffic Impact Studies (TIS) Methodology and Procedures for St Lucie County, City of Fort Pierce and the City of Port St Lucie*. This analysis shows the proposed development will meet the adopted Level of Service on the roadway links significantly impacted.

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EXHIBIT 1: PROPERTY APPRAISER

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Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: ORANGE AVE
Sec/Town/Range: 07/35S/40E
Parcel ID: 2407-124-0001-000-3
Jurisdiction: Fort Pierce

Use Type: 6000
Account #: 19834
Map ID: 24/07N
Zoning: Planned De

Ownership

FM Millcreek Holding LLC
1698 W Hibiscus Blvd Ste A
Melbourne, FL 32901



Legal Description

7 35 40 S 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4 AND SW 1/4 OF NE 1/4 OF NE 1/4 AND SE 1/4 OF NW 1/4 OF NE 1/4-LESS N 50 FT FOR RD R/W- AND SE 1/4 OF NE 1/4-LESS S 600 FT AND LESS FOR CANAL R/W- AND E 791.25 FT OF SW 1/4 OF NE 1/4-LESS E 65.98 FT OF S 600 FT AND LESS RD AND CANAL R/W AND LESS THAT PART MPDAF: FROM SE COR OF SW 1/4 OF NE 1/4 RUN N 00 00 56 E 40 FT,TH S 89 42 09 W 65.98 FT TO POB,TH CONT S 89 42 09 W 157.17 FT,TH N 00 17 51 W 92.93 FT TO CURVE CONC SW,R OF 206.46 FT,TH NWLY ALG ARC 125.20 FT,TH N 35 02 28 W 109.91 FT TO CURVE CONC E,R OF 280 FT,TH NLY ALG ARC 194.58 FT,TH N 04 46 28 E 18.58 FT TO CURVE CONC E,R OF 477.11 FT,TH NLY ALG ARC 98.22 FT,TH N 89 42 09 E 288.42 FT,TH S 00 00 56 W 600.01 FT TO POB-LESS ADDN R/W AS IN OR 3026-1790 SUBJ TO PERM DR ESMT AS IN CA 82-59.05-AND LESS ADDN RD R/W AS IN OR 3210-468-(62.51 AC) (OR 2483-1551)

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	62.51
Land Size (SF):	2,722,935.6

Current Values

Just/Market Value:	$2,820,329
Assessed Value:	$17,543
Exemptions:	$0
Taxable Value:	$17,543

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.**

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Jan 31, 2006	2483 / 1551	XX01	WD	FM Florida Land Company LLC	$4,950,000
Nov 23, 2005	2430 / 2546	XX02	SPWD	Orange Ave Dev LLC	$6,616,000
Apr 6, 2004	1940 / 2324	XX02	WD	Linda Davis Trust	$3,000,000
Apr 2, 2004	1940 / 2328	XX04	WD	Linda Davis Trust	$100
Apr 1, 2004	1940 / 2330	XX04	WD	Linda Davis Trust	$100
Mar 31, 2004	1940 / 2326	XX04	WD	Linda Davis Trust	$100
Jan 26, 1998	1124 / 1276	XX04	PRDEED	Linda	$100
Jan 26, 1998	1124 / 1271	XX04	PRDEED	Linda	$100
Jan 26, 1998	1124 / 1266	XX04	PRDEED		$100
Dec 27, 1996	1053 / 1888	XX02	PRDEED	Jean M Davis	$100
Dec 21, 1994	0935 / 1908	XX02	WD	Jean M Davis	$850,000

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$1,300
Land:	$2,819,029
Just/Market:	$2,820,329
Ag Credit:	$2,801,839
Save Our Homes or 10% Cap:	$947
Assessed:	$17,543
Exemption(s):	$0
Taxable:	$17,543

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	62.51	North St. Lucie Water Management District	$1,437.73
2023	0041	169.7	Fort Pierce Stormwater Charge	$11,709.30

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	$2,820,329	$17,543	$0	$17,543
2022	$1,354,434	$17,511	$0	$17,511
2021	$826,432	$17,482	$0	$17,482
2020	$826,432	$17,456	$0	$17,456

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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EXHIBIT 2: CONCEPTUAL SITE PLAN

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1 OF 1

MILLCREEK
ORANGE AVE.

CONCEPTUAL SITE PLAN

CITY OF FT. PIERCE FLORIDA

DATE REVISION COMMENTS

TM
DESIGNED BY
AH
DRAWN BY
1" = 100'
SCALE
2/29/2024
DATE

REDTAIL

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EXHIBIT 3: ITE TRIP GENERATION RATES

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Land Use: 210
Single-Family Detached Housing

Description

A single-family detached housing site includes any single-family detached home on an individual lot. A typical site surveyed is a suburban subdivision.

Specialized Land Use

Data have been submitted for several single-family detached housing developments with homes that are commonly referred to as patio homes. A patio home is a detached housing unit that is located on a small lot with little (or no) front or back yard. In some subdivisions, communal maintenance of outside grounds is provided for the patio homes. The three patio home sites total 299 dwelling units with overall weighted average trip generation rates of 5.35 vehicle trips per dwelling unit for weekday, 0.26 for the AM adjacent street peak hour, and 0.47 for the PM adjacent street peak hour. These patio home rates based on a small sample of sites are lower than those for single-family detached housing (Land Use 210), lower than those for single-family attached housing (Land Use 251), and higher than those for senior adult housing -- single-family (Land Use 251). Further analysis of this housing type will be conducted in a future edition of *Trip Generation Manual*.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

For 30 of the study sites, data on the number of residents and number of household vehicles are available. The overall averages for the 30 sites are 3.6 residents per dwelling unit and 1.5 vehicles per dwelling unit.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Arizona, California, Connecticut, Delaware, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Jersey, North Carolina, Ohio, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Vermont, Virginia, and West Virginia.

Source Numbers

100, 105, 114, 126, 157, 167, 177, 197, 207, 211, 217, 267, 275, 293, 300, 319, 320, 356, 357, 367, 384, 387, 407, 435, 522, 550, 552, 579, 598, 601, 603, 614, 637, 711, 716, 720, 728, 735, 868, 869, 903, 925, 936, 1005, 1007, 1008, 1010, 1033, 1066, 1077,1078, 1079

Single-Family Detached Housing
(210)

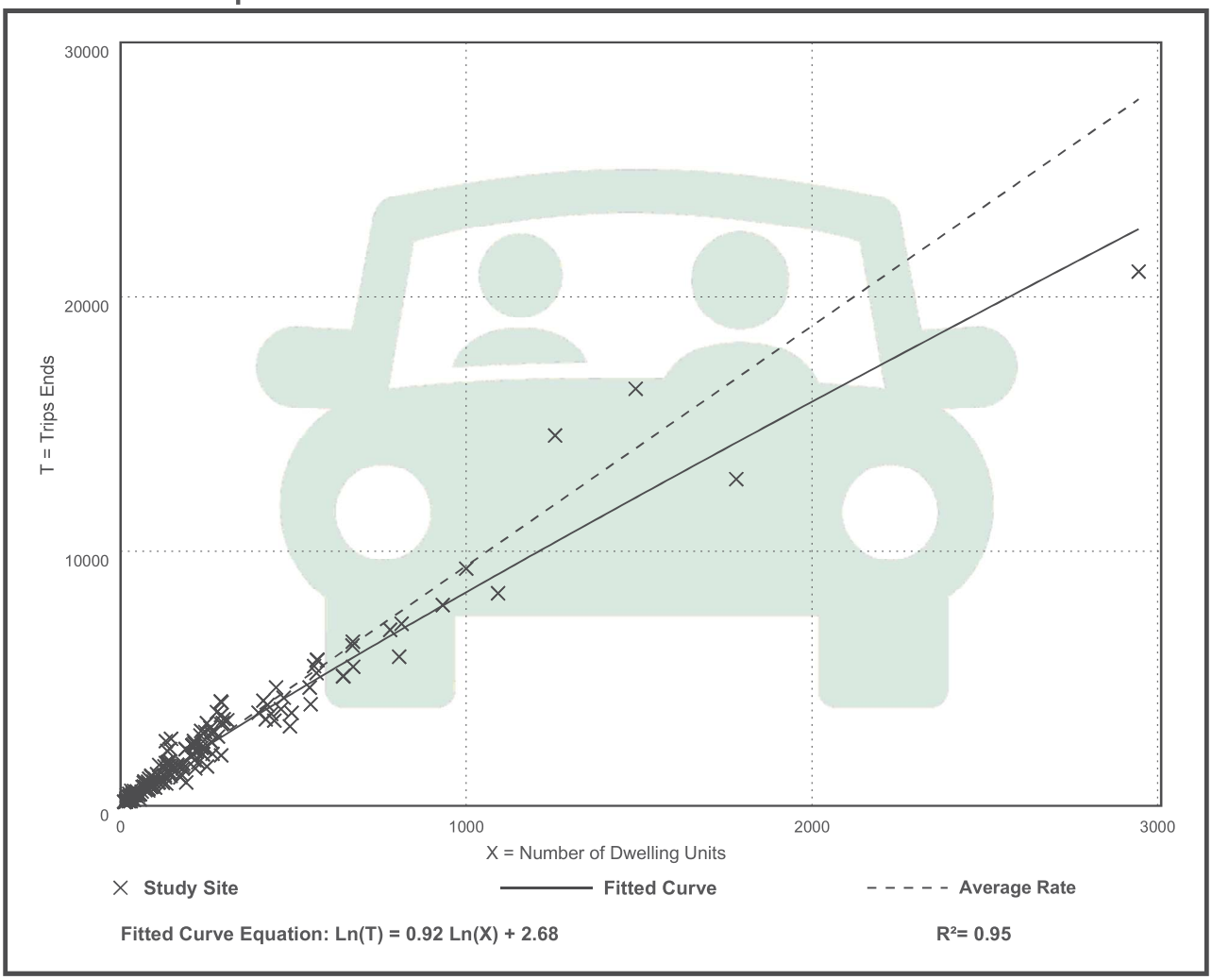
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 174
Avg. Num. of Dwelling Units: 246
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.43	4.45 - 22.61	2.13

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.92 Ln(X) + 2.68

R^2= 0.95

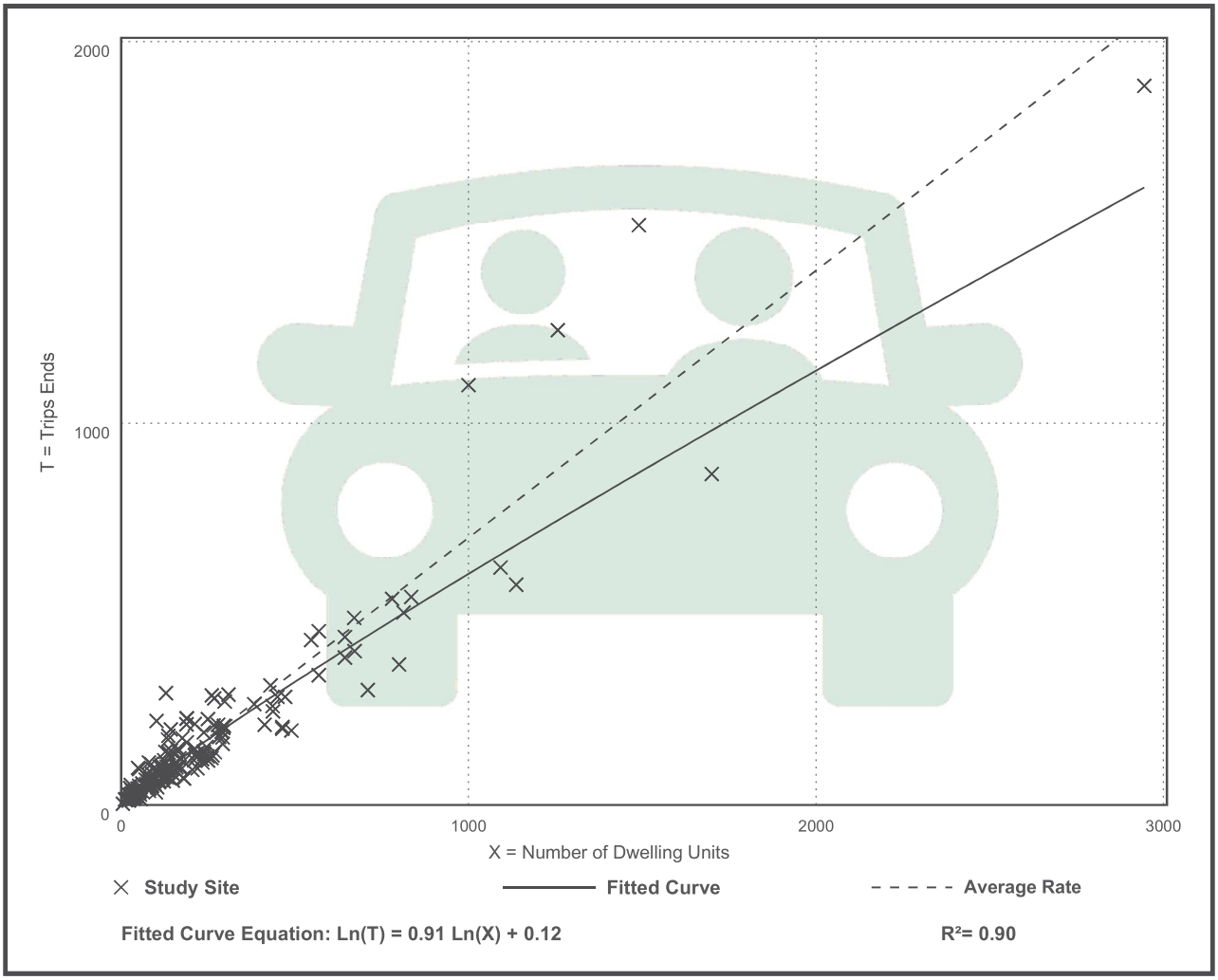
Single-Family Detached Housing
(210)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 192
Avg. Num. of Dwelling Units: 226
Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.27 - 2.27	0.24

Data Plot and Equation



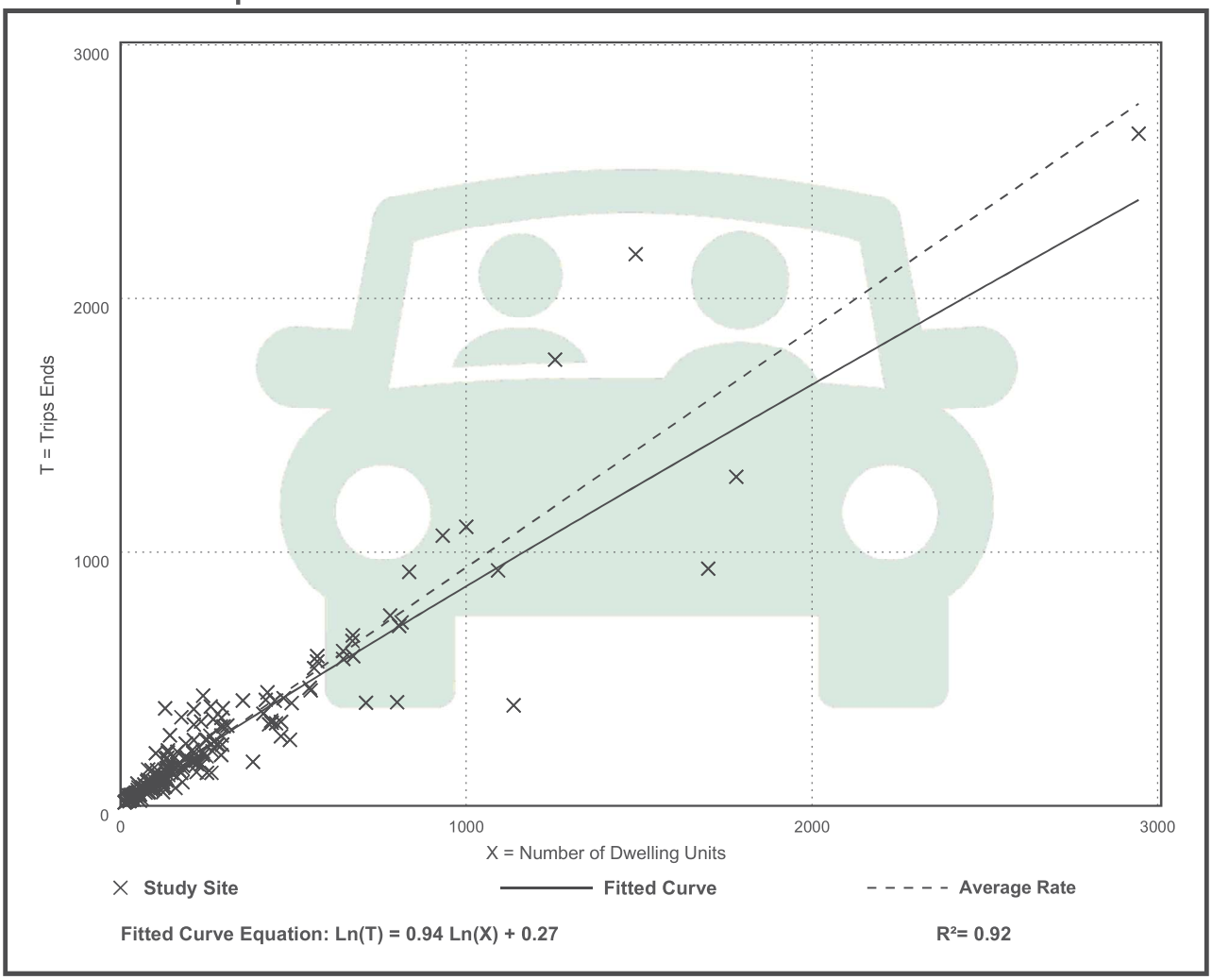
Single-Family Detached Housing
(210)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 208
Avg. Num. of Dwelling Units: 248
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.94 Ln(X) + 0.27

R^2= 0.92

Land Use: 220
Multifamily Housing (Low-Rise)

Description

Low-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have two or three floors (levels). Various configurations fit this description, including walkup apartment, mansion apartment, and stacked townhouse.

- A walkup apartment typically is two or three floors in height with dwelling units that are accessed by a single or multiple entrances with stairways and hallways.
- A mansion apartment is a single structure that contains several apartments within what appears to be a single-family dwelling unit.
- A fourplex is a single two-story structure with two matching dwelling units on the ground and second floors. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.
- A stacked townhouse is designed to match the external appearance of a townhouse. But, unlike a townhouse dwelling unit that only shares walls with an adjoining unit, the stacked townhouse units share both floors and walls. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.

Multifamily housing (mid-rise) (Land Use 221), multifamily housing (high-rise) (Land Use 222), affordable housing (Land Use 223), and off-campus student apartment (low-rise) (Land Use 225) are related land uses.

Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

Additional Data

For the three sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.72 residents per occupied dwelling unit.

For the two sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96.2 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip

generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

For the three sites for which data were provided for both occupied dwelling units and residents, there was an average of 2.72 residents per occupied dwelling unit.

It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in British Columbia (CAN), California, Delaware, Florida, Georgia, Illinois, Indiana, Maine, Maryland, Massachusetts, Minnesota, New Jersey, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, and Washington.

Source Numbers

188, 204, 237, 300, 305, 306, 320, 321, 357, 390, 412, 525, 530, 579, 583, 638, 864, 866, 896, 901, 903, 904, 936, 939, 944, 946, 947, 948, 963, 964, 966, 967, 1012, 1013, 1014, 1036, 1047, 1056, 1071, 1076

Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

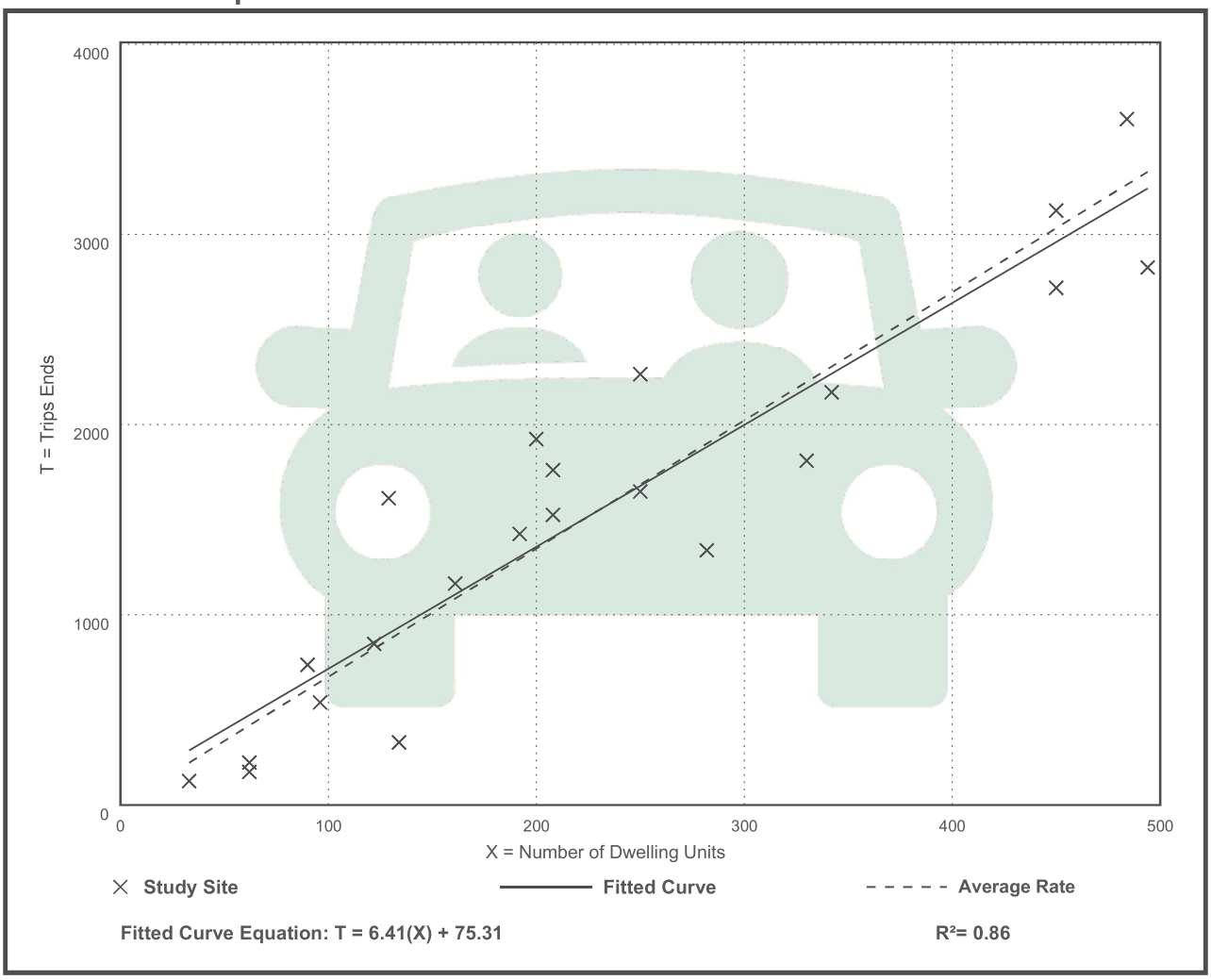
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 22
Avg. Num. of Dwelling Units: 229
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.74	2.46 - 12.50	1.79

Data Plot and Equation



Fitted Curve Equation: T = 6.41(X) + 75.31

R^2= 0.86

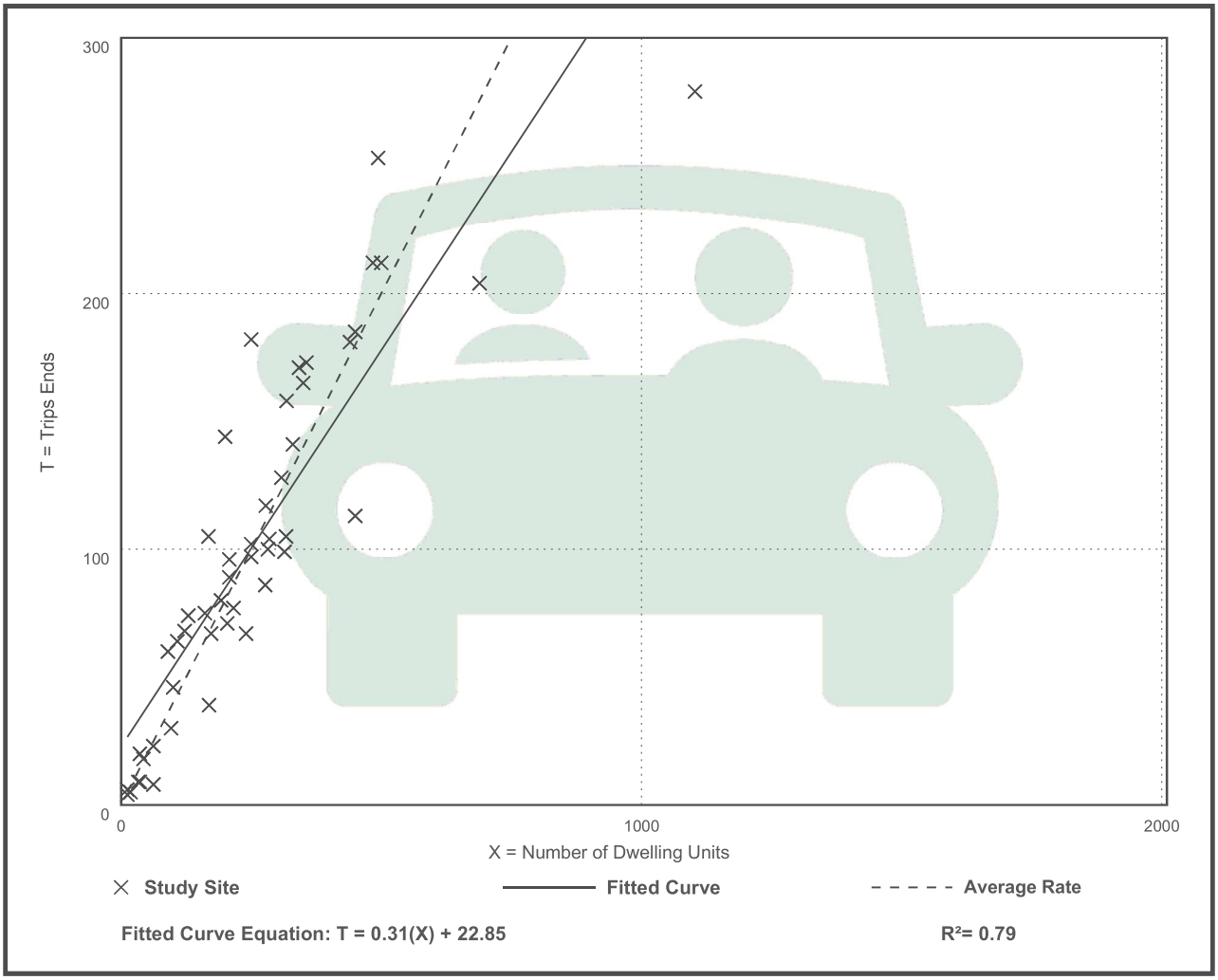
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 49
Avg. Num. of Dwelling Units: 249
Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.13 - 0.73	0.12

Data Plot and Equation



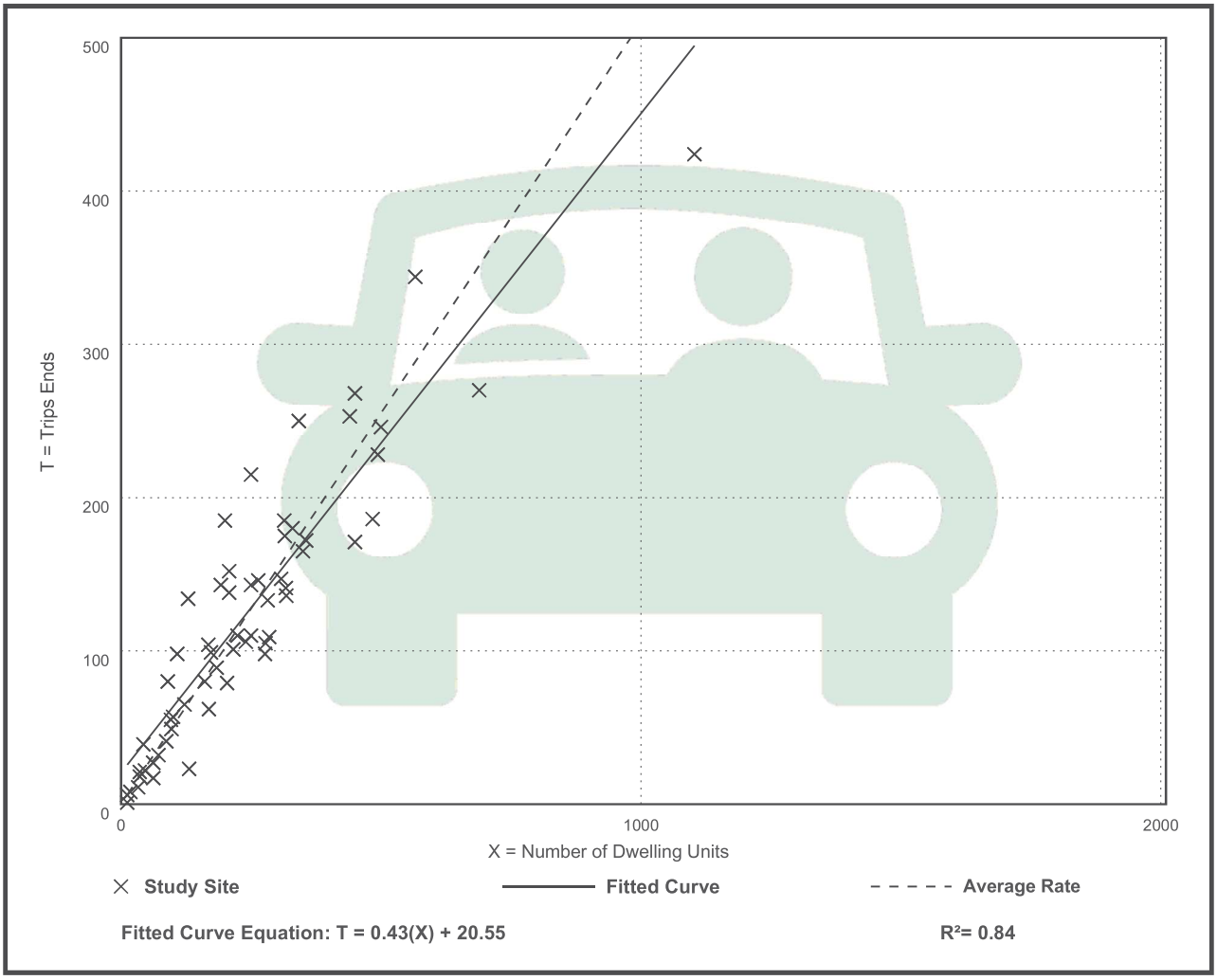
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 59
Avg. Num. of Dwelling Units: 241
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

Data Plot and Equation



Fitted Curve Equation: T = 0.43(X) + 20.55

R^2= 0.84

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EXHIBIT 4: UF BEBR POPULATIONS PROJECTIONS

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College of Liberal Arts and Sciences
Bureau of Economic and Business Research

Florida Population Studies

BEBR
Volume 57, Bulletin 198
January 2024

Projections of Florida Population by County, 2025–2050, with Estimates for 2023

Stefan Rayer, Population Program Director
Conor Comfort, Research Demographer

The Bureau of Economic and Business Research (BEBR) at the University of Florida has produced population projections for Florida and its counties since the 1970s. This report presents our 2024 set of projections and describes the methodology used to construct those projections. To account for uncertainty regarding future population growth, we publish three series of projections – low, medium, and high. We recommend using the medium series for most purposes; this series has historically provided the most accurate forecasts for Florida counties. It should be noted that these projections refer solely to the resident population of Florida; they do not include temporary or seasonal residents whose usual place of residence is in another jurisdiction.

State Projections

The starting point for the state-level projections was the decennial census count for April 1, 2020. Projections were made in one-year intervals using a cohort-component methodology in which births, deaths, and migration are projected separately for each age-sex cohort in Florida.

Survival rates were applied by single year of age and sex to project future deaths in the population. These rates were based on Florida Life Tables for 2012–2018, using mortality data published by the Office of Vital Statistics in the Florida Department of Health. We adjusted the survival rates for 2020–2028 to make them consistent with recent mortality trends, and to align the projected deaths with those from the State of Florida's Demographic Estimating Conference (DEC) held November 28, 2023. After 2028, we made small adjustments to the survival rates based on projected changes in survival rates released by the U.S. Census Bureau.

Domestic migration rates by age and sex were based on Public Use Microdata Sample (PUMS) files from the 2011–2019 American Community Survey (ACS) 1-year estimates and 2015–2019 ACS 5-year estimates. We calculated an average of those two sets of migration estimates; projections based on input data from more than one period tend to be more accurate than those based on a single period. By combining 1-year ACS estimates, which are more current, with 5-year ACS estimates, which are more stable, we make use of the different strengths of each type of ACS data.

We applied smoothing techniques to the migration rates by single year of age and sex to adjust for data irregularities caused by small sample sizes. The smoothed in- and out-migration rates were weighted to account for recent changes in Florida's population growth rates. Projections of domestic in-migration were made by applying weighted in-migration rates to the projected population of the United States (minus Florida), using the most recent set of national projections produced by the U.S. Census Bureau. Projections of out-migration were made by applying weighted out-migration rates to the Florida population. In both instances, rates were calculated separately for males and females for each age up to 90 and over.

Projections of Florida Population by County, 2025–2050, with Estimates for 2023

County and State	Estimates April 1, 2023	Projections, April 1 2025	2030	2035	2040	2045	2050
MIAMI-DADE	2,768,954						
Low		2,673,300	2,663,100	2,630,800	2,587,800	2,543,600	2,501,800
Medium		2,814,000	2,910,500	2,981,000	3,035,500	3,083,200	3,127,200
High		2,954,700	3,157,900	3,331,300	3,483,200	3,622,700	3,752,700
MONROE	84,511						
Low		80,300	78,400	76,000	73,300	70,700	68,100
Medium		85,400	87,100	88,100	88,600	88,900	89,000
High		90,600	95,800	100,200	103,900	107,100	110,000
NASSAU	100,763						
Low		97,300	101,400	103,400	103,800	102,800	101,300
Medium		105,700	116,600	125,700	133,500	139,900	145,800
High		114,200	131,700	148,000	163,200	177,000	190,200
OKALOOSA	219,260						
Low		211,400	212,900	211,500	208,500	204,700	200,600
Medium		224,900	236,500	245,200	251,900	257,500	262,200
High		238,400	260,200	278,900	295,400	310,300	323,800
OKEECHOBEE	39,591						
Low		37,800	36,600	35,500	34,500	33,500	32,600
Medium		39,800	40,000	40,300	40,500	40,600	40,800
High		41,800	43,400	45,000	46,400	47,700	48,900
ORANGE	1,492,951						
Low		1,454,400	1,497,700	1,513,900	1,510,700	1,496,500	1,479,200
Medium		1,547,200	1,664,100	1,755,300	1,825,600	1,882,400	1,933,600
High		1,640,000	1,830,500	1,996,600	2,140,500	2,268,300	2,388,000
OSCEOLA	439,225						
Low		436,200	470,500	490,600	500,600	505,200	507,300
Medium		469,000	531,600	582,300	623,800	660,500	695,000
High		501,900	592,800	674,000	747,000	815,700	882,600
PALM BEACH	1,532,718						
Low		1,489,100	1,503,700	1,500,300	1,485,500	1,463,900	1,440,800
Medium		1,567,500	1,643,400	1,700,000	1,742,500	1,774,400	1,801,100
High		1,645,800	1,783,100	1,899,800	1,999,500	2,084,900	2,161,300
PASCO	610,743						
Low		598,400	624,100	640,000	644,400	644,100	642,200
Medium		636,600	693,400	742,100	778,700	810,200	839,500
High		674,800	762,800	844,100	913,000	976,300	1,036,700
PINELLAS	974,689						
Low		943,000	926,100	909,600	893,000	877,200	862,600
Medium		982,200	995,900	1,007,800	1,017,600	1,025,900	1,033,000
High		1,021,500	1,065,600	1,106,100	1,142,300	1,174,700	1,203,500
POLK	797,616						
Low		782,400	817,400	838,800	845,700	846,100	844,100
Medium		832,400	908,200	972,600	1,022,000	1,064,300	1,103,400
High		882,300	999,000	1,106,300	1,198,400	1,282,500	1,362,700
PUTNAM	75,906						
Low		72,600	71,000	69,000	66,900	65,100	63,500
Medium		76,400	77,600	78,100	78,500	79,000	79,400
High		80,300	84,200	87,300	90,100	92,800	95,300
ST. JOHNS	315,317						
Low		313,800	341,200	359,500	368,300	372,800	375,100
Medium		337,400	385,500	426,700	459,000	487,300	513,900
High		361,000	429,800	493,900	549,600	601,800	652,600
ST. LUCIE	368,628						
Low		362,300	381,600	394,000	400,600	404,500	406,000
Medium		385,400	423,900	456,800	484,200	508,800	530,700
High		408,600	466,300	519,600	567,700	613,100	655,400

EXHIBIT 5: 2023 TRAFFIC COUNTS AND LOS REPORT

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St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

Traffic Counts and Level of Service Report
2023

Roadway Name	Location	AADT	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
				Volume	LOS	V/C	Volume	LOS	V/C
I-95	OKEECHOBEE RD to ORANGE AVE	69,903	7,320	3,439	B	0.47	3,439	B	0.47
I-95	ORANGE AVE to INDRIO RD	52,086	7,320	3,018	B	0.41	3,018	B	0.41
INDIAN RIVER DR	CITRUS AVE to ORANGE AVE	5,559	750	276	C	0.37	276	C	0.37
INDIAN RIVER DR	ORANGE AVE to AVENUE A	6,098	750	302	C	0.40	302	C	0.40
INDIAN RIVER DR	AVENUE D to SEAWAY DR	6,293	790	312	C	0.40	312	C	0.40
INDIAN RIVER DR	AVENUE A to AVENUE D	6,293	540	312	D	0.58	312	D	0.58
INDRIO RD	PRIVATE RD to I-95 W RAMP	1,130	1,080	56	B	0.05	56	B	0.05
INDRIO RD	I-95 W RAMP to I-95 E RAMP	1,130	3,240	56	B	0.02	56	B	0.02
INDRIO RD	I-95 E RAMP to KOBLEGARD RD	11,474	3,240	560	B	0.17	560	B	0.17
INDRIO RD	KOBLEGARD RD to JOHNSTON RD	11,474	700	560	C	0.80	560	C	0.80
INDRIO RD	JOHNSTON RD to EMERSON AVE	11,474	880	560	C	0.64	560	C	0.64
INDRIO RD	EMERSON RD to SEMINOLE RD	10,743	920	524	C	0.57	524	C	0.57
INDRIO RD	SEMINOLE RD to KINGS HWY	10,743	790	524	D	0.66	524	D	0.66
INDRIO RD	KINGS HWY to SLASH PINE TRL	6,500	790	411	D	0.52	404	D	0.51
INDRIO RD	SLASH PINE TRL to US 1	6,500	920	411	C	0.45	404	C	0.44
INDRIO RD	US 1 to OLD DIXIE HWY	1,246	750	108	C	0.14	114	C	0.15
JENKINS RD	EDWARDS RD to OKEECHOBEE RD	10,375	880	488	C	0.56	535	C	0.61
JENKINS RD	OKEECHOBEE RD to GRAHAM RD	10,849	920	567	C	0.62	574	C	0.62
JENKINS RD	GRAHAM RD to PETERSON RD	10,849	630	567	C	0.90	574	C	0.91
JENKINS RD	PETERSON RD to ORANGE AVE	10,849	920	567	C	0.62	574	C	0.62
JENNINGS RD	US 1 to LENNARD RD	5,465	2,100	286	C	0.14	273	C	0.13
JOHNSTON RD	ANGLE RD to L20	2,909	1,070	228	B	0.21	200	B	0.19
JOHNSTON RD	L20 to MEADOWOOD DR	2,604	1,070	172	B	0.16	163	B	0.15
JOHNSTON RD	MEADOWOOD DR to OLD JOHNSTON RD	2,604	1,070	172	B	0.16	163	B	0.15
JOHNSTON RD	OLD JOHNSTON RD to INDRIO RD	2,604	1,070	172	B	0.16	163	B	0.15
JOHNSTON RD	INDRIO RD to RUSSOS RD	10,000	1,070	580	C	0.54	547	C	0.51
JOHNSTON RD	RUSSOS RD to INDIAN RIVER C.L.	10,000	1,070	580	C	0.54	547	C	0.51
JUANITA AVE	53RD ST to 25TH ST	1,972	750	126	C	0.17	103	C	0.14
JUANITA AVE	25TH ST to US 1	3,749	750	191	C	0.26	209	C	0.28

* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic

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2023

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				Volume	LOS	V/C	Volume	LOS	V/C
ORANGE AVE	SHINN RD to CAMPBELL RD	2,957	1,070	142	B	0.13	142	B	0.13
ORANGE AVE	CAMPBELL RD to KINGS HWY	2,957	1,070	142	B	0.13	142	B	0.13
ORANGE AVE	KINGS HWY to I-95	18,080	2,100	910	C	0.43	910	C	0.43
ORANGE AVE	I-95 to JENKINS RD	14,693	2,100	717	C	0.34	717	C	0.34
ORANGE AVE	JENKINS RD to HARTMAN RD	16,898	2,100	825	C	0.39	825	C	0.39
ORANGE AVE	HARTMAN RD to ANGLE RD	16,898	2,100	825	C	0.39	825	C	0.39
ORANGE AVE	ANGLE RD to 25TH ST	9,547	1,710		B			B	
ORANGE AVE	25TH ST to 17TH ST	13,554	1,630	661	C	0.41	661	C	0.41
ORANGE AVE	17TH ST to 13TH ST	13,554	1,710	661	C	0.39	661	C	0.39
ORANGE AVE	13TH ST to 10TH ST	13,554	750	661	D	0.88	661	D	0.88
ORANGE AVE	10TH ST to 7TH ST	9,873	600	482	D	0.80	482	D	0.80
ORANGE AVE	7TH ST to US 1	7,622	600	372	D	0.62	372	D	0.62
ORANGE AVE	US 1 to 2ND ST	4,209	600	209	C	0.35	209	C	0.35
ORANGE AVE	2ND ST to INDIAN RIVER DR	4,209	750	209	C	0.28	209	C	0.28
PARR DR	PORT ST LUCIE BLVD to DARWIN BLVD	2,283	700	177	C	0.25	153	C	0.22
PARR DR	DARWIN BLVD to TULIP BLVD	2,100	540	184	C	0.34	140	C	0.26
PARR DR	SAVONA BLVD to PORT ST LUCIE BLVD	2,283	700	177	C	0.25	153	C	0.22
PARR DR	ROSSER BLVD to SAVONA BLVD	2,283	630	177	C	0.28	153	C	0.24
PEACOCK BLVD	CALIFORNIA BLVD to CASHMERE BLVD	5,417	630	343	C	0.54	381	C	0.61
PEACOCK BLVD	UNIVERSITY BLVD to CALIFORNIA BLVD	11,327	920	778	C	0.85	637	C	0.69
PEACOCK BLVD	ST LUCIE WEST BLVD to UNIVERSITY BLVD	15,129	2,100	699	C	0.33	699	C	0.33
PETERSON RD	BENT CREEK DR to HARTMAN RD	2,195	540	163	C	0.30	150	C	0.28
PICOS RD	CAMPBELL RD to KINGS HWY	1,300	540	87	C	0.16	87	C	0.16
PORT ST LUCIE BLVD	MARTIN C.L. to BECKER RD	16,735	920	774	C	0.84	774	C	0.84
PORT ST LUCIE BLVD	BECKER RD to PAAR DR	16,735	920	774	C	0.84	774	C	0.84
PORT ST LUCIE BLVD	PAAR DR to TULIP BLVD	16,735	700	774	F	1.11	774	F	1.11
PORT ST LUCIE BLVD	TULIP BLVD to DARWIN BLVD	16,735	920	774	C	0.84	774	C	0.84
PORT ST LUCIE BLVD	DARWIN BLVD to GATLIN BLVD	34,500	3,020	1,765	C	0.58	1,744	C	0.58
PORT ST LUCIE BLVD	GATLIN BLVD to DEL RIO BLVD	44,000	3,170	2,481	C	0.78	2,389	C	0.75

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2023

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				Volume	LOS	V/C	Volume	LOS	V/C
KEEN RD	ANGLE RD to JUANITA AVE	3,200	630	234	C	0.37	253	C	0.40
KEEN RD	JUANITA AVE to ST LUCIE BLVD	3,200	630	234	C	0.37	253	C	0.40
KINGS HWY	OKEECHOBEE RD to CROSSROADS PKWY	9,383	880	472	C	0.54	472	C	0.54
KINGS HWY	CROSSROADS PKWY to GRAHAM RD	9,383	700	472	C	0.67	472	C	0.67
KINGS HWY	GRAHAM RD to PICOS RD	7,181	700	361	C	0.52	361	C	0.52
KINGS HWY	PICOS RD to ORANGE AVE	7,181	880	361	C	0.41	361	C	0.41
KINGS HWY	ORANGE AVE to ANGLE RD	15,247	920	767	C	0.83	767	C	0.83
KINGS HWY	ANGLE RD to ST LUCIE BLVD	11,202	880	547	C	0.62	547	C	0.62
KINGS HWY	ST LUCIE BLVD to INDRIO RD	13,787	880	673	C	0.77	673	C	0.77
KIRBY LOOP RD	EDWARDS RD to 35TH ST	2,581	630	150	C	0.24	139	C	0.22
KITTERMAN RD	OLEANDER AVE to US 1	2,600	750	167	C	0.22	136	C	0.18
KITTERMAN RD	US 1 to LENNARD EXT	2,095	750	123	C	0.16	128	C	0.17
LENNARD RD	US 1 to MARIPOSA AVE	20,570	1,710	1,234	D	0.72	1,170	D	0.68
LENNARD RD	MARIPOSA AVE to MELALEUCA BLVD	20,570	1,710	1,234	D	0.72	1,170	D	0.68
LENNARD RD	MELALEUCA BLVD to JENNINGS RD	20,570	1,630	1,234	D	0.76	1,170	D	0.72
LENNARD RD	JENNINGS RD to HILLMOOR DR	20,570	1,710	1,234	D	0.72	1,170	D	0.68
LENNARD RD	HILLMOOR DR to TIFFANY AVE	20,570	1,710	1,234	D	0.72	1,170	D	0.68
LENNARD RD	TIFFANY AVE to WALTON RD	7,365	1,710	403	C	0.24	389	C	0.23
LENNARD RD	WALTON RD to S OF SAVANNA CLUB BLVD	3,748	790	259	C	0.33	246	C	0.31
LYNGATE DR	VETERANS MEMORIAL PKWY to MORNINGSIDE BLVD	9,700	920	612	C	0.67	553	C	0.60
LYNGATE DR	MORNINGSIDE BLVD to US 1	9,700	920	612	C	0.67	553	C	0.60
MARIPOSA AVE	LENNARD RD to HALLAHAN ST	7,300	880	568	C	0.65	541	C	0.62
MCCARTY RD	WILLIAMS RD to MIDWAY RD	364	540	27	C	0.05	25	C	0.05
MCCARTY RD	MIDWAY RD to OKEECHOBEE RD	431	540	37	C	0.07	37	C	0.07
MCNEIL RD	OKEECHOBEE RD to KIRBY LOOP RD	4,900	790	307	C	0.39	298	C	0.38
MCNEIL RD	KIRBY LOOP RD to EDWARDS RD	4,900	540	307	D	0.57	298	D	0.55
MELALEUCA BLVD	LENNARD RD to GREEN RIVER PKWY	10,710	920	630	C	0.69	601	C	0.65
MIDWAY RD	EAST TORINO PKWY to MILNER DR	25,000	880	1,245	F	1.42	1,298	F	1.48
MIDWAY RD	MILNER DR to W OF SELVITZ RD	25,000	790	1,245	F	1.58	1,298	F	1.64

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2023

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				Volume	LOS	V/C	Volume	LOS	V/C
OKEECHOBEE RD	FLORIDA'S TURNPIKE to KINGS HWY	9,733	2,100	490	C	0.23	490	C	0.23
OKEECHOBEE RD	KINGS HWY to CROSSROADS PKWY	23,734	4,240	1,195	C	0.28	1,195	C	0.28
OKEECHOBEE RD	CROSSROADS PKWY to I-95	26,375	4,240	1,327	C	0.31	1,327	C	0.31
OKEECHOBEE RD	I-95 to JENKINS RD	32,142	4,240	1,569	C	0.37	1,569	C	0.37
OKEECHOBEE RD	JENKINS RD to MCNEIL RD	32,142	4,040	1,569	C	0.39	1,569	C	0.39
OKEECHOBEE RD	MCNEIL RD to VIRGINIA AVE	31,230	3,170	1,524	C	0.48	1,524	C	0.48
OKEECHOBEE RD	VIRGINIA AVE to HARTMAN RD	15,500	2,100	802	C	0.38	791	C	0.38
OKEECHOBEE RD	HARTMAN RD to 35TH ST	15,500	1,630	802	D	0.49	791	D	0.49
OKEECHOBEE RD	35TH ST to 33RD ST	16,500	1,630	859	D	0.53	822	D	0.50
OKEECHOBEE RD	33RD ST to 25TH ST	16,500	1,630	859	D	0.53	822	D	0.50
OKEECHOBEE RD	25TH ST to GEORGIA AVE	12,000	1,630	695	C	0.43	616	C	0.38
OKEECHOBEE RD	GEORGIA AVE to DELAWARE AVE	12,000	1,710	695	C	0.41	616	C	0.36
OLD DIXIE HWY	US 1 to SR A1A NORTH	830	790	129	C	0.16	123	C	0.16
OLD DIXIE HWY	SR A1A NORTH to ST LUCIE BLVD	1,753	750	82	C	0.11	82	C	0.11
OLD DIXIE HWY	ST LUCIE BLVD to INDRIO RD	2,125	790	172	C	0.22	126	C	0.16
OLD DIXIE HWY	INDRIO RD to INDIAN RIVER C.L.	1,340	870	63	C	0.07	63	C	0.07
OLEANDER AVE	BEACH AVE to KITTERMAN RD	2,970	540	172	C	0.32	194	C	0.36
OLEANDER AVE	KITTERMAN RD to MIDWAY RD	6,162	750	358	C	0.48	358	C	0.48
OLEANDER AVE	MIDWAY RD to WEATHERBEE RD	6,400	750	362	C	0.48	365	C	0.49
OLEANDER AVE	WEATHERBEE RD to BELL AVE	6,400	540	362	D	0.67	365	D	0.68
OLEANDER AVE	BELL AVE to FARMER'S MARKET RD	12,703	540	613	F	1.14	581	F	1.08
OLEANDER AVE	FARMER'S MARKET RD to EDWARDS RD	12,703	750	613	D	0.82	581	D	0.78
OLEANDER AVE	EDWARDS RD to WISTERIA AVE	9,907	750	601	D	0.80	500	D	0.67
OLEANDER AVE	WISTERIA AVE to GARDENIA AVE	9,907	540	601	F	1.11	500	D	0.93
OLEANDER AVE	GARDENIA AVE to VIRGINIA AVE	9,907	790	601	D	0.76	500	D	0.63
OLEANDER AVE	VIRGINIA AVE to SUNRISE BLVD	5,500	600	309	D	0.52	320	D	0.53
ORANGE AVE	OKEECHOBEE C.L. to SNEED RD	5,195	670	303	C	0.45	289	C	0.43
ORANGE AVE	SNEED RD to HEADER CANAL RD	5,195	670	303	C	0.45	289	C	0.43
ORANGE AVE	HEADER CANAL RD to SHINN RD	5,195	670	303	C	0.45	289	C	0.43

* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic

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
2023

Roadway Name	Location	AADT	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
				Volume	LOS	V/C	Volume	LOS	V/C
25TH ST	BELL AVE to EDWARDS RD	19,086	2,100	1,120	C	0.53	1,117	C	0.53
25TH ST	EDWARDS RD to CORTEZ BLVD	21,959	2,000	1,072	C	0.54	1,072	C	0.54
25TH ST	CORTEZ BLVD to VIRGINIA AVE	22,500	2,000	1,324	C	0.66	1,090	C	0.55
25TH ST	VIRIGINIA AVE to NEBRASKA AVE	22,168	2,000	1,082	C	0.54	1,082	C	0.54
25TH ST	NEBRASKA AVE to OKEECHOBEE RD	22,168	2,000	1,082	C	0.54	1,082	C	0.54
25TH ST	OKEECHOBEE RD to GEORGIA AVE	21,986	1,630	1,016	D	0.62	1,053	D	0.65
25TH ST	GEORGIA AVE to DELAWARE AVE	21,986	1,630	1,016	D	0.62	1,053	D	0.65
25TH ST	DELAWARE AVE to ORANGE AVE	21,569	1,630	1,053	D	0.65	1,053	D	0.65
25TH ST	ORANGE AVE to AVENUE D	23,000	1,630	1,145	D	0.70	1,325	D	0.81
25TH ST	AVENUE D to AVENUE Q	17,945	1,630	876	D	0.54	876	D	0.54
25TH ST	AVENUE Q to JUANITA AVE	16,821	2,000	821	C	0.41	821	C	0.41
25TH ST	JUANITA AVE to ST LUCIE BLVD	16,315	2,100		B			B	
25TH ST	ST LUCIE BLVD to US 1	7,934	2,100	387	C	0.18	387	C	0.18
33RD ST	OKEECHOBEE RD to DELAWARE AVE	7,200	750	408	D	0.54	366	C	0.49
33RD ST	DELAWARE AVE to ORANGE AVE	6,285	790	290	C	0.37	290	C	0.37
35TH ST	KIRBY LOOP RD to CORTEZ BLVD	5,100	540	369	D	0.68	317	D	0.59
35TH ST	CORTEZ BLVD to VIRGINIA AVE	5,100	790	369	C	0.47	317	C	0.40
35TH ST	VIRGINIA AVE to OKEECHOBEE RD	4,639	750	228	C	0.30	246	C	0.33
53RD ST	ANGLE RD to JUANITA AVE	2,515	540	164	C	0.30	169	C	0.31
AE BACKUS AVE	7TH ST to US 1	960	750	68	C	0.09	70	C	0.09
AIROSO BLVD	PORT ST LUCIE BLVD to THORNHILL DR	17,955	2,100	1,135	C	0.54	939	C	0.45
AIROSO BLVD	THORNHILL DR to CROSSTOWN PKWY	17,955	2,100	1,135	C	0.54	939	C	0.45
AIROSO BLVD	CROSSTOWN PKWY to PRIMA VISTA BLVD	18,600	2,100	932	C	0.44	965	C	0.46
AIROSO BLVD	PRIMA VISTA BLVD to FLORESTA DR	15,302	2,000	763	C	0.38	789	C	0.40
AIROSO BLVD	FLORESTA DR to ST JAMES DR	22,893	2,100	1,290	C	0.61	1,230	C	0.59
ANGLE RD	ORANGE AVE to AVENUE D	8,603	790	421	D	0.53	404	D	0.51
ANGLE RD	AVENUE D to AVENUE Q	8,603	540	421	D	0.78	404	D	0.75
ANGLE RD	AVENUE Q to 53RD ST	8,700	600	583	D	0.97	524	D	0.87
ANGLE RD	53RD ST to KEEN RD	6,000	630	378	C	0.60	325	C	0.52

* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic

St. Lucie Transportation Planning Organization

Coco Vista Centre
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Traffic Counts and Level of Service Report
2023

Roadway Name	Location	AADT	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
				Volume	LOS	V/C	Volume	LOS	V/C
ANGLE RD	KEEN RD to KINGS HWY	6,000	880	378	C	0.43	325	C	0.37
ANGLE RD	KINGS HWY to JOHNSTON RD	5,758	1,070	358	B	0.34	344	B	0.32
ANGLE RD	JOHNSTON RD to FLORIDA'S TURNPIKE	2,028	1,070	96	B	0.09	96	B	0.09
AVENUE A	7TH ST to US 1	862	790	81	C	0.10	81	C	0.10
AVENUE A	US 1 to INDIAN RIVER DR	2,208	600	109	C	0.18	109	C	0.18
AVENUE D	ANGLE RD to 29TH ST	4,624	600	247	C	0.41	254	C	0.42
AVENUE D	29TH ST to 25TH ST	4,624	790	247	C	0.31	254	C	0.32
AVENUE D	25TH ST to 17TH ST	4,921	750	244	C	0.33	240	C	0.32
AVENUE D	17TH ST to 13TH ST	3,419	750	190	C	0.25	181	C	0.24
AVENUE D	13TH ST to 10TH ST	2,310	750	120	C	0.16	122	C	0.16
AVENUE D	10TH ST to 7TH ST	2,642	750	134	C	0.18	138	C	0.18
AVENUE D	7TH ST to US 1	2,642	750	134	C	0.18	138	C	0.18
AVENUE I	25TH ST to 17TH ST	2,166	750	157	C	0.21	130	C	0.17
AVENUE I	17TH ST to 13TH ST	2,166	750	157	C	0.21	130	C	0.17
AVENUE H	13TH ST to 7TH ST	1,974	540	116	C	0.22	117	C	0.22
AVENUE H	7TH ST to US 1	1,581	750	87	C	0.12	85	C	0.11
AVENUE Q	ANGLE RD to 25TH ST	5,000	750	260	C	0.35	254	C	0.34
AVENUE Q	25TH ST to 17TH ST	3,357	750	196	C	0.26	204	C	0.27
AVENUE Q	17TH ST to 13TH ST	3,357	540	196	C	0.36	204	C	0.38
AVENUE O	13TH ST to US 1	2,073	540	118	C	0.22	115	C	0.21
AVENUE C	10TH ST to 7TH ST	395	540	34	C	0.06	31	C	0.06
BAYSHORE BLVD	MOUNTWELL ST to PORT ST LUCIE BLVD	7,113	830	442	C	0.53	385	C	0.46
BAYSHORE BLVD	PORT ST LUCIE BLVD to THORNHILL DR	30,530	2,100	1,507	C	0.72	1,475	C	0.70
BAYSHORE BLVD	THORNHILL DR to CROSSTOWN PKWY	24,218	2,100	1,120	C	0.53	1,120	C	0.53
BAYSHORE BLVD	CROSSTOWN PKWY to PRIMA VISTA BLVD	32,500	2,100	1,883	C	0.90	1,872	C	0.89
BAYSHORE BLVD	PRIMA VISTA BLVD to FLORESTA DR	19,114	920	1,096	F	1.19	958	F	1.04
BAYSHORE BLVD	FLORESTA DR to SELVITZ RD	14,500	790	839	F	1.06	790	D	1.00
BAYSHORE BLVD	SELVITZ RD to ST JAMES DR	14,500	750	839	F	1.12	790	E	1.05
BEACH AVE	OLEANDER AVE to RIO MAR DR	3,412	540	199	C	0.37	192	C	0.36

* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic

EXHIBIT 6: FIVE YEAR WORK PROGRAM

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100 Projects

St. Lucie TPO FY 2023/24 - FY 2027/2028 Transportation Improvement Program (TIP). The TIP provides a prioritized list of all transportation projects in the St. Lucie Planning Area funded from federal and state sources over the next five years.

Performance Charts & Measure

Filter Map Projects

- Projects
  - Highway/Roadway/Sidewalk
  - Aviation
  - Transit Operations
  - Miscellaneous
  - Planning
  - Bridge
  - Turnpike Enterprise
  - Seaport

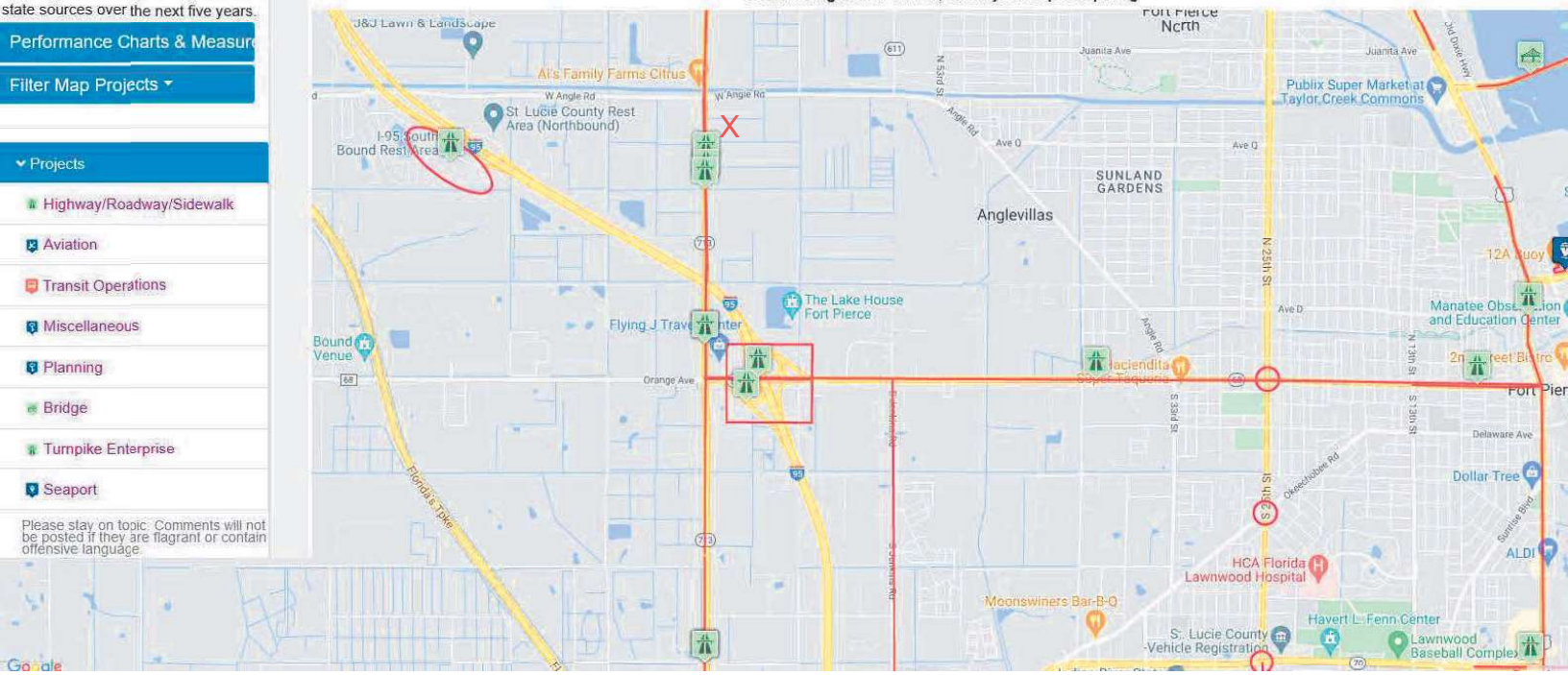
Please stay on topic. Comments will not be posted if they are flagrant or contain offensive language.

Map Menu

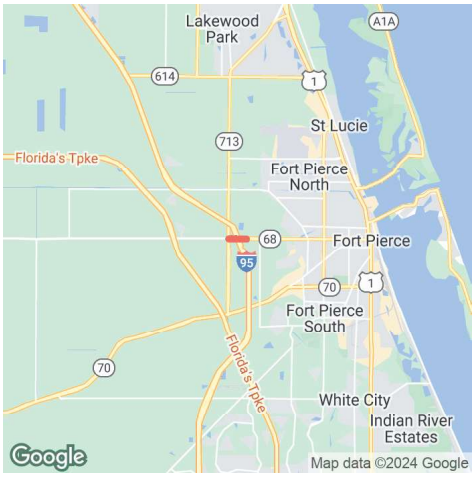


St. Lucie Transportation Planning Organization

Commenting is now closed, thank you for participating



ORANGE AVE FROM KINGS HWY TO EAST OF I-95 SB RAMP
4461681 SIS



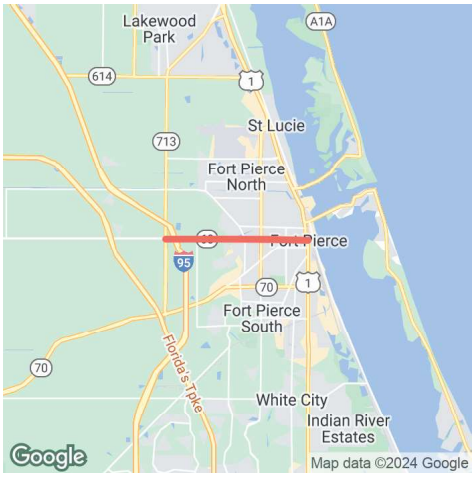
Prior Year Cost: 47,172
Future Year Cost: 5,621,289
Total Project Cost: 6,890,984
LRTP: Page 8-3

Project Description: INTERCHANGE - ADD LANES
Extra Description: ADD EB RIGHT TURN LANE FROMOM ORANGE AVE/SR-68 TO I-95 SB ON-RAMP & ADD WB RIGHT-TURN LANE FROM ORANGE AVE/SR-68 TO NB KINGS HWY/SR-713 NB & WB PROTECTED RIGHT TURN PHASES TO BE ADDED AT INTERSECTION OF ORANGE AVE/SR-68 AND KINGS HWY/ SR-713 EB TO SB ON-RAMP ENTRANCE TO BE RELOCATED TO THE EXISTING SIGNALIZED INTERSECTION FOR THE WB TO SB (SEE WP45)
Lead Agency: MANAGED BY FDOT
From: KINGS HWY
County: ST. LUCIE
To: EAST OF I-95 SB RAMP
Length: 0.646
Phase Group: P D & E, PRELIMINARY ENGINEERING, RIGHT OF WAY, CONSTRUCTION, ENVIRONMENTAL

Phase	Fund Code	2024	2025	2026	2027	2028	Total
PE	ACFP	614,283	24,423	0	0	0	638,706
ROW	ACFP	0	382,386	0	0	0	382,386
ROW	DDR	0	145,513	0	0	0	145,513
ENV	ACFP	10,000	0	0	0	0	10,000
		624,283	**552,322**				**1,176,605**

Notes

ORANGE AVE FROM KINGS HWY TO US-1
4496961 Non-SIS



Project Description: ATMS - ARTERIAL TRAFFIC MGMT
Extra Description: 2022 TPO CMP PRIORITY #3 INCLUDES SOUTH 7TH STREET FROMOM ORANGE AVE TO AVE A INSTALL FIBER OPTIC CABLE, TRAFFIC CAMERAS/VIDEO DETECTORS AND ADAPTIVE SIGNAL CONTROL AT SIGNALIZED INTERSECTIONS NO R/W NEEDED
Lead Agency: MANAGED BY FDOT
From: KINGS HWY
County: ST. LUCIE
To: US-1
Length: 4.187
Phase Group: PRELIMINARY ENGINEERING

Phase	Fund Code	2024	2025	2026	2027	2028	Total
PE	DDR	0	0	0	320,627	0	320,627
PE	DIH	0	0	0	25,650	0	25,650
					346,277		**346,277**

Prior Year Cost: 0
Future Year Cost: 0
Total Project Cost: 346,277
LRTP: Page 8-11

Notes

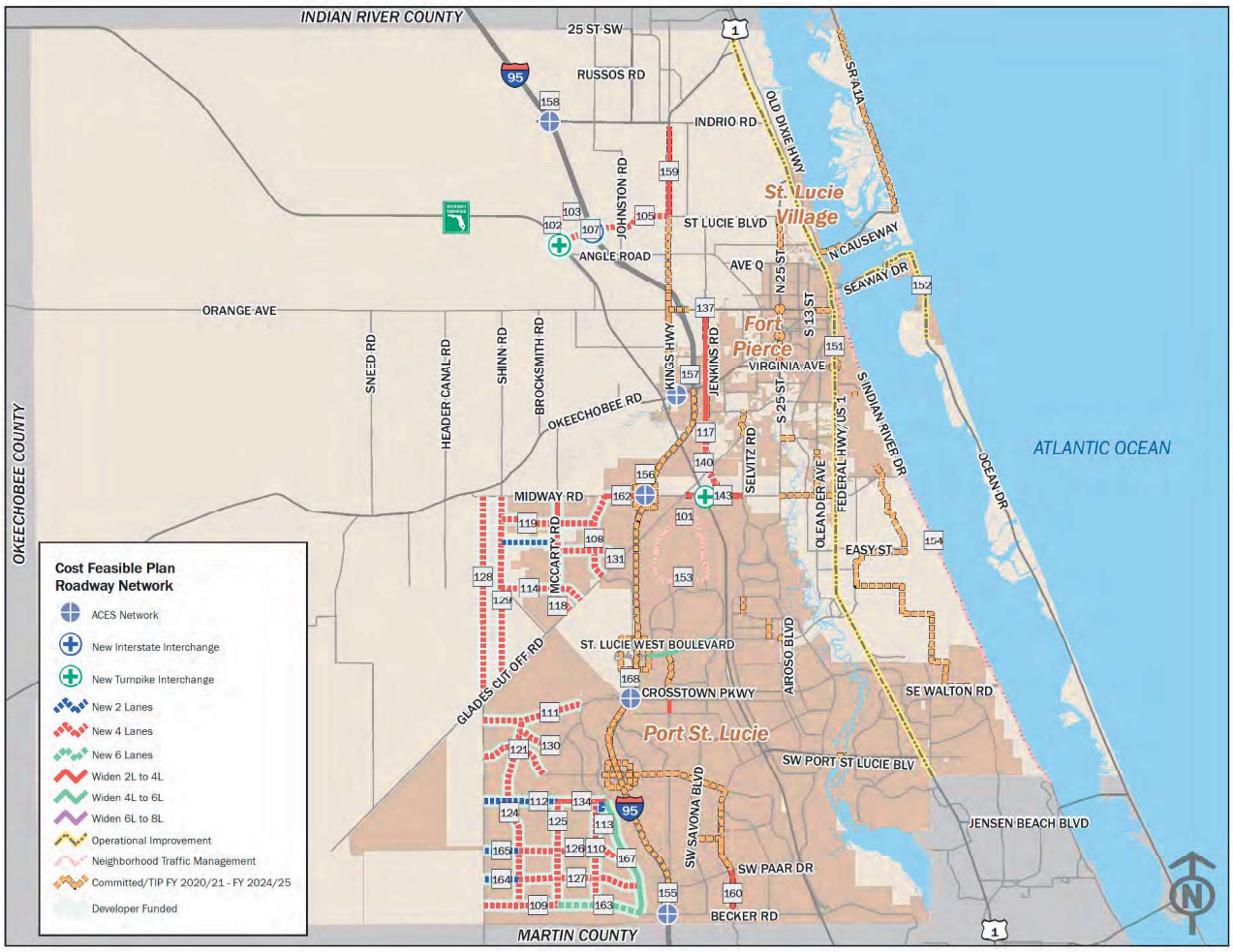


Figure 8-1. Cost Feasible Plan – Roadway Network

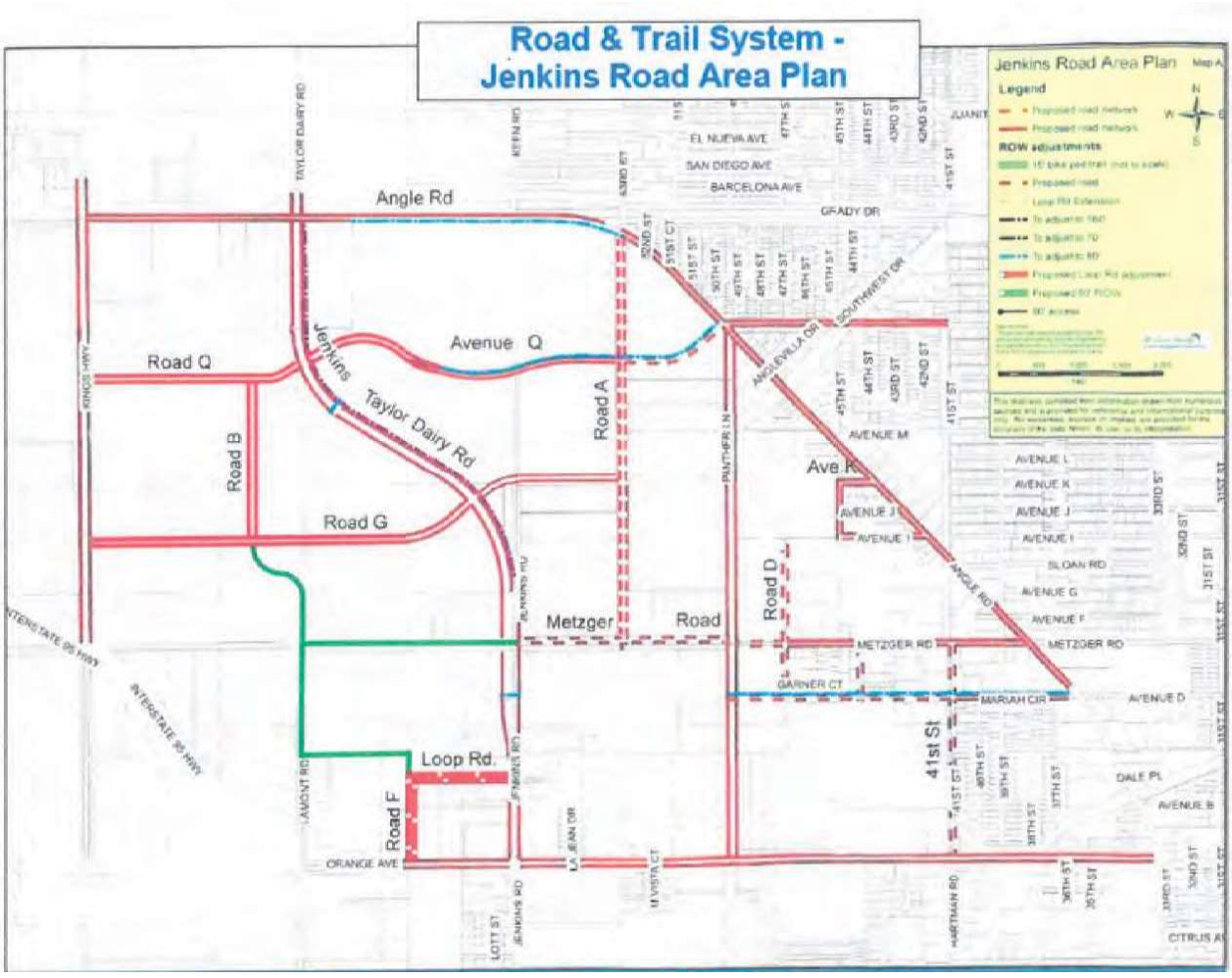

Road & Trail System -
Jenkins Road Area Plan
Jenkins Road Area Plan
Legend
ROW adjustments
Angle Rd
Avenue Q
Road Q
Jenkins
Taylor Dairy Rd
Road A
Road B
Road G
Metzger
Road
Road D
Ave K
Loop Rd.
Road F
41st St
TAYLOR DAIRY RD
KINGS HWY
INTERSTATE 95 HWY
LAMONT RD
ORANGE AVE
JENKINS RD
LA JEAN DR
M VISTA CT
HARTMAN RD
LOTT ST
PINTHER LN
ANGLEVILLA DR
SOUTHWEST DR
GRADY DR
EL NUEVA AVE
SAN DIEGO AVE
BARCELONA AVE
AVENUE M
AVENUE L
AVENUE K
AVENUE J
AVENUE I
SLOAN RD
AVENUE G
AVENUE F
METZGER RD
GARNER CT
MARIAH CIR
AVENUE D
DALE PL
AVENUE B
CITRUS AV

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EXHIBIT 7: DRIVEWAY ANALYSIS

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When Not to Consider Exclusive Right-Turn Lanes

- Dense or built-out corridors with limited space
- Right-turn lane that would negatively impact pedestrians or bicyclists
- Vehicular movements from driveways or median openings that cross the right-turn lane resulting in multiple threat crashes
- Context classifications C2T, C4, C5, or C6

When Exclusive Right-Turn Lanes are Beneficial

There are instances when adding an exclusive right-turn lane for unsignalized driveways are beneficial to traffic operations and safety. ***Table 27*** provides some guidance for this situation based on the speed limit of the roadway and how many right turns occur per hour. Locations where the Auto and Truck Modal Emphasis is "High" may be appropriate for consideration of Exclusive Right Turn Lanes.

Table 27 – Recommended Guidelines for Exclusive Right-Turn Lanes to Unsignalized Driveway[10]

Roadway Posted Speed Limit	Number of Right Turns Per Hour
45 mph or less	80 – 125[1]
Over 45 mph	35 – 55[2]
Note: A posted speed limit of 45 mph may be used with these thresholds if the operating speeds are known to be over 45 mph during the time of peak right turn demand.	
Note on traffic projections: Projecting turning volumes is, at best, a knowledgeable estimate. Keep this in mind especially if the projections of right turns are close to meeting the guidelines. In that case, consider requiring the turn lane.	
[1] The lower threshold of 80 right-turn vehicles per hour would be most used for higher volume (greater than 600 vehicles per hour, per lane in one direction on the major roadway) or two-lane roads where lateral movement is restricted. The 125 right-turn vehicles per hour upper threshold would be most appropriate on lower volume roadways, multilane highways, or driveways with a large entry radius (50 feet or greater).	
[2] The lower threshold of 35 right-turn vehicles per hour would be most appropriately used on higher volume two-lane roadways where lateral movement is restricted. The 55 right-turn vehicles per hour upper threshold would be most appropriate on lower volume roadways, multilane highways, or driveways with large entry radius (50 feet or greater).	

Source: NCHRP Report 420 (Impacts of Access Management Techniques)

These recommendations are primarily based on the research done in NCHRP Report 420, Impacts of Access Management Techniques, Chapter 4 – Unsignalized Access Spacing (Technique 1B), and Use of Speed Differential as a Measure to Evaluate the Need for Right-Turn Deceleration Lane at Unsignalized Intersections.

In the *NCHRP Report 420*, the observed high-speed roads, 30 to 40 right-turn vehicles per hour caused evasive maneuvers on 5 - 10 percent of the following through vehicles. For lower speed roadways, 80 to 110 right-turn vehicles caused 15 - 20 percent of the following through vehicles to make evasive maneuvers. The choice of acceptable percentages of through vehicles impacted is a decision based on reasonable expectations of the different roadways.

In this study, by modeling speed differentials, a better understanding of the impacts of through volume and driveway radius was discovered.

[10] May not be appropriate for signalized locations where signal phasing plays an important role in determining the need for right turn lanes.

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Traffic Engineering & Transportation Planning

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Thomas Engineering Group
840 SE Osceola Street
Stuart, FL 34994
P: (772) 888-3138
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SURFACE WATER MANAGEMENT REPORT

Conceptual Overall Report

Mill Creek

St Lucie County, Florida

PREPARED BY

THOMAS ENGINEERING GROUP

8-2024

All elevations for this project were based on NAVD

Brandon Ulmer, PE

FL PE # 68345

CA #27528

Thomas Engineering Group
840 SE Osceola Street
Stuart, FL 34994
P: (772) 888-3138
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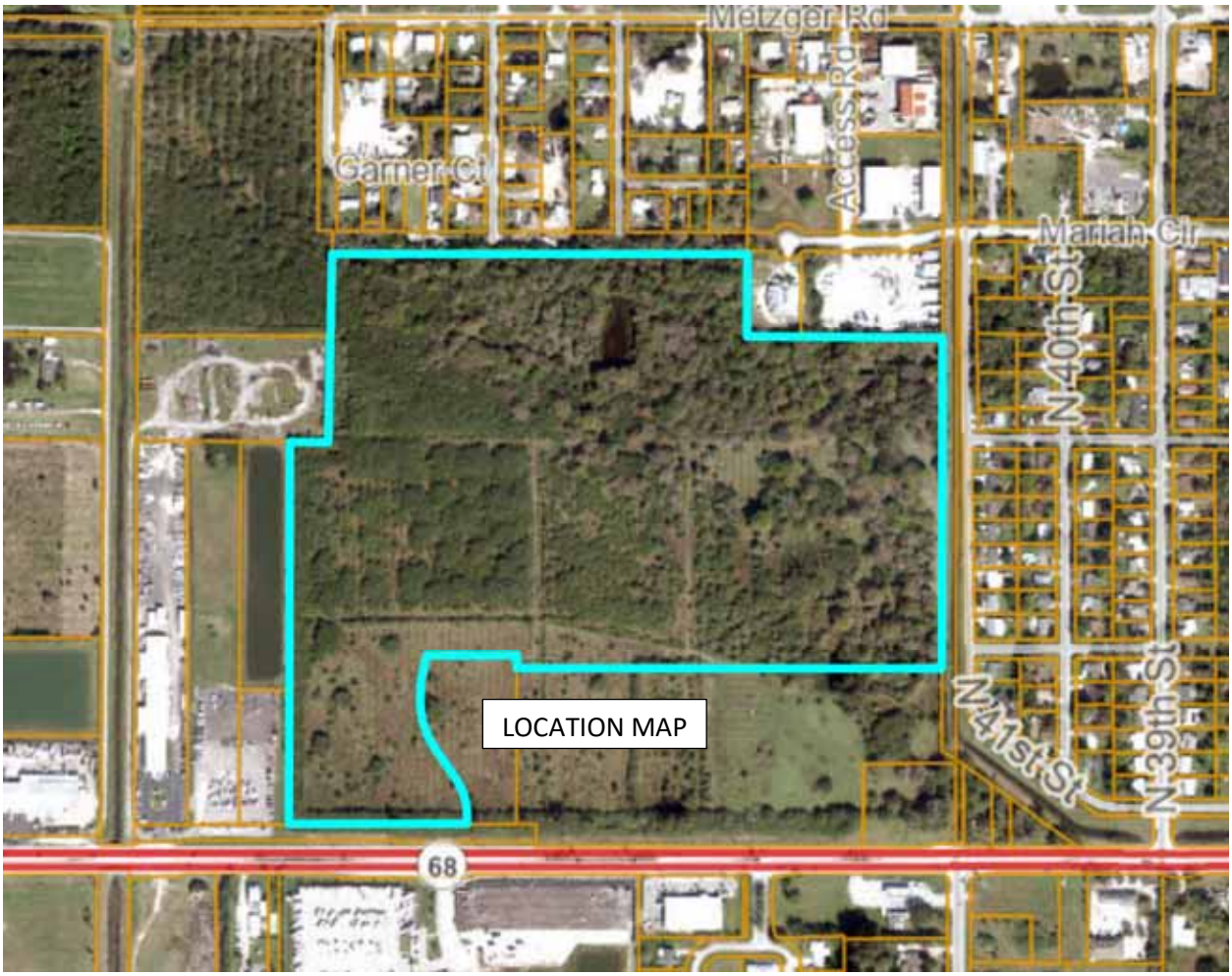
Introduction:

The proposed site is in City of Fort Pierce within St Lucie County. The site is located on the north side of orange avenue approximately 1.2miles east of I-95. The site is vacant and consists of one parcel 2407-124-0001-000-3 totaling approximately 61.76 acres as seen below.



Background:

The existing site is currently undeveloped and appears to have been used for agricultural use in the past. The site is currently drains to the NSLWCD canal #3 along the east side of the project through a series of onsite ditches.
The site is in flood zone X per FEMA 12111C0178J

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Proposed Design:

The proposed project will require the design, permitting and construction of a stormwater management system for the development. The system will generally consist of Interconnected lakes that will discharge through control structures to the existing outfall canal along east property line. The project will be one drainage basin. Summary of the project is shown below:

Proposed Project Summary is in chart below:

BASIN SUMMARY

BASIN	BUILDING AREA (acres)	WATER SURFACE AREA (acres)	IMPERVIOUS AREA (acres)	PERVIOUS AREA (acres)	TOTAL AREA (area)
BASIN 1					
BASIN 3					
TOTAL	15.94	6.80	17.35	21.67	61.76
% BASIN	26%	11%	28%	35%	100%
TOTAL	15.94	6.80	17.35	21.67	61.76

Minimum road elevation = 16.00'NAVD
Minimum Finish Floor elevation = 17.50'NAVD
Minimum Berm Elevation = 15.50'NAVD
Water table used for Design = 12.00'NAVD

Allowable Discharge:

The allowable discharge rate for this project will be limited to 2" per 24hr period see below for Peak allowable

ALLOWABLE PEAK DISCHARGE RATE FOR 10-YR, 72-HR STORM

BASIN	BASIN AREA (acres)	ALLOWABLE PEAK DISCHARGE RATE (cfs)	Proposed
BASIN 3	61.76	5.19	
TOTAL	61.76	5.19	5.16

Proposed Water Quality:

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840 SE Osceola Street
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P: (772) 888-3138
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Water quality for the overall site has been developed and is included on page 24, total water quality has been determined based on the attached calculations to be the 1" over the site Plus the 50% impaired basin criteria. Total Water quality is 1.5" over the drainage basin area of 61.76 acres for a total water quality of 7.72 ac-ft, elevations for water quality is listed in the attached water quality calculations.

We are anticipating the project to be building in three phases, with the majority of the stormwater infrastructure to support the project being installed in Phase I.

Nutrient loading has been included as part of the current requirements; we are showing an overall reduction in nutrient loading. The nutrient loading has been provided for in the onsite lake system.

Prepared by:

Brandon Ulmer, PE

FL PE #68345

LAND USE AND STAGE STORAGE CALCULATIONS

Project Name:
Basin / Node Name: CONCEPTUAL LANDUSE

10 year 3 day 9" 16.00
100 year 3 day 12"
5 year - 1 day 5"

SUMMARY

Total Area =	**61.76**	**AC**	61.76		**Discharge 2" over the site for 24hrs max**		Soil storage	Over Pervious area
DCIA =	**0**	**%**			2690093.83	**SF**		
Time of Concentration =	**15.00**	**MINUTES**			448348.97	CF		
Control Elevation =	**12**	**FEET NAVD**		Allowable	**5.19**	**CFS**	8.18	2.87

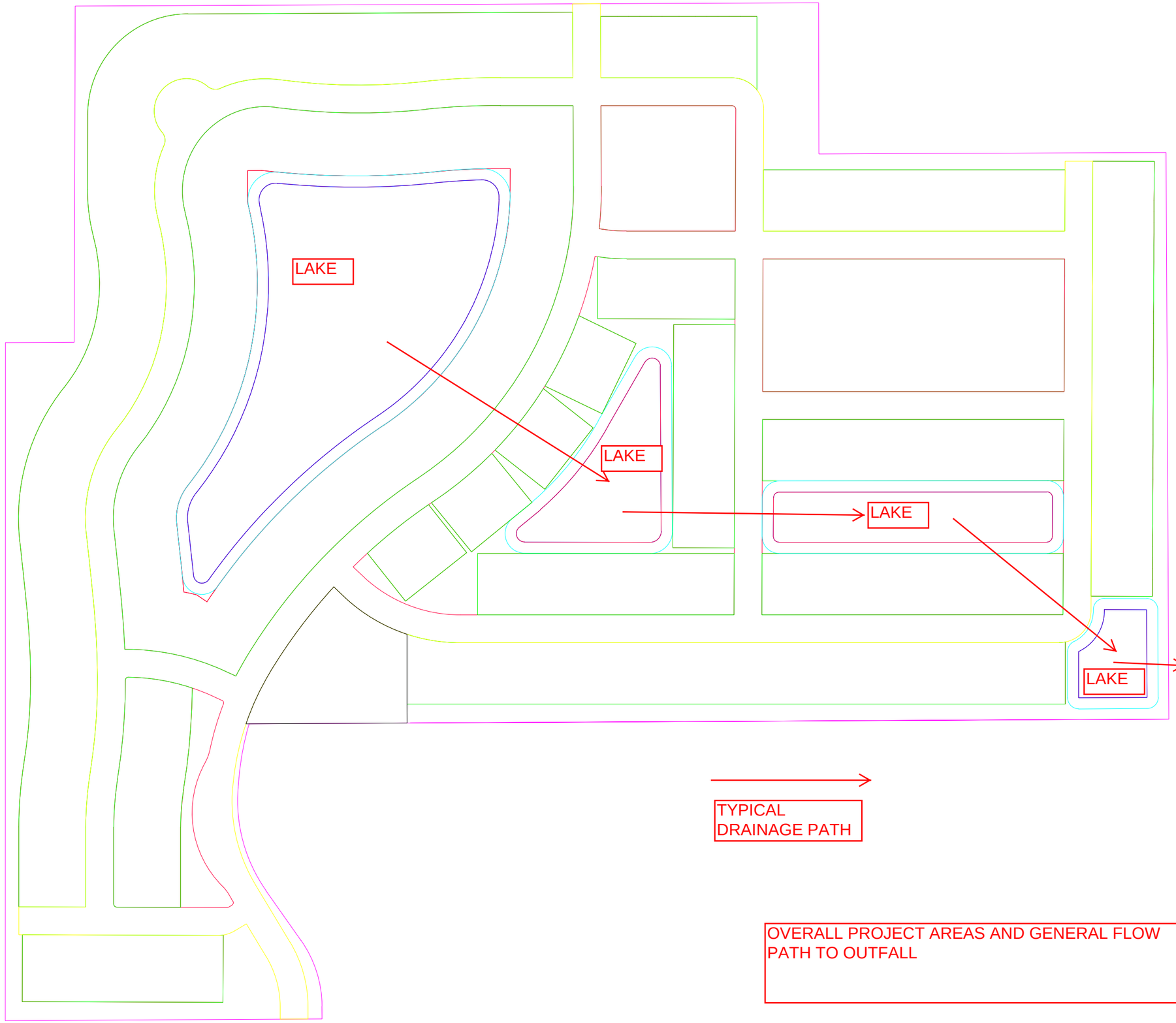
LAND USE BREAKDOWN & CURVE NUMBER CALCULATION

	R/W(Road)			Rec Area	Park Site	residential TH	Buffer	Residential	Open Space	Lake	Lake Slope		Total Area	Curve Number	CN*Area%
Total Areas (Ac.)	11.14	0.00	0.00	1.06	0.48	18.18	3.68	15.57	2.53	6.80	2.32		61.76	--	--
Bldg. Area (Ac.)			0.00	0.11		8.36	0.00	7.47	0.00	0.00	0.00	0.00	15.94	--	--
Water Surface Area (Ac.)			0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.80	0.00	0.00	6.80	--	--
Impervious Area (Ac.)	8.91	0.00		0.42	0.10	4.36	0.00	3.43	0.13	0.00	0.00	0.00	17.35	--	--
Developed Perv. Area - Good Cond. (Ac.)	2.23		0.00	0.53	0.38	5.45	0.00	4.67	2.40	0.00	2.32	0.00	17.99	--	--
				0.00	0.00	0.00	3.68	0.00	0.00	0.00	0.00	0.00	3.68	--	--
Bldg. Area%	0%	0%	0%	10%	0%	46%	0%	48%	0%	0%	0%	#DIV/0!	26%	98	25.3
Water Area %	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	0%	#DIV/0!	11%	100	11.0
Impervious Area %	80%	100%	0%	40%	20%	24%	0%	22%	5%	0%	0%	#DIV/0!	28%	98	27.5
Developed Perv. Area - Good Cond. %	20%	0%	100%	50%	80%	30%	0%	30%	95%	0%	100%	#DIV/0!	29%	75	21.8
	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%	#DIV/0!	6%	77	4.6
														Composite CN =	**90.2**

STAGE STORAGE CALULATION

Computation Type Stage-Storage
Starting Stage = 12.00
Ending Stage = 17.00
Stage Increment = 0.50

Name	**R/W(Road)**	**0.00**	**0.00**	**Rec Area**	**Park Site**	**residential TH**	**Buffer**	**Residential**	**Open Space**	**Lake**	**Lake Slope**	**0.00**		
Area	11.14	0.00	0.00	0.96	0.48	9.82	3.68	8.10	2.53	6.80	2.32	0.00		
Start Elev	16.00			16.00	16.00	17.00	16.00	17.00	15.00	12.00	12.00			
End Elev	17.00			18.00	18.00	19.00	17.00	19.00	16.00		16.00			
Stage	Linear	Vert	Vert	Linear	Linear	Linear	Linear	Linear	Linear	Vert	Linear	Vert	Total	
Feet	Storage	Storage	Storage	Storage	Storage	Storage	Storage	Storage	Storage	Storage	Storage	Storage	Storage	
NAVD	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	Ac-ft	
12.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00
12.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.40	0.07	0.00	3.47	12.50
13.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.80	0.29	0.00	7.09	13.00
13.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.20	0.65	0.00	10.85	13.50
14.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.60	1.16	0.00	14.76	14.00
14.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	17.00	1.81	0.00	18.81	14.50
15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.40	2.61	0.00	23.01	15.00
15.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.32	23.80	3.55	0.00	27.67	15.50
16.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.27	27.20	4.64	0.00	33.10	16.00
16.50	1.39	0.00	0.00	0.06	0.03	0.00	0.46	0.00	2.53	30.60	5.80	0.00	40.87	16.50
17.00	5.57	0.00	0.00	0.24	0.12	0.00	1.84	0.00	3.80	34.00	6.96	0.00	52.52	17.00



1 Entities: AREA-BNDY
2,690,282.73 SF
61.760 Acres
10,690.47 Linear Feet

15 Entities: AREA-LOTS-TH
791,800.14 SF
18.177 Acres
16,470.03 Linear Feet

5 Entities: AREA-LOTS
678,309.09 SF
15.572 Acres
10,039.78 Linear Feet

7 Entities: AREA-ROW
485,281.79 SF
11.141 Acres
7,737.26 Linear Feet

8 Entities: AREA-LME
101,007.73 SF
2.319 Acres
5,301.71 Linear Feet

4 Entities: AREA-LAKES
296,212.52 SF
6.800 Acres
4,799.06 Linear Feet

OVERALL PROJECT AREAS AND GENERAL FLOW PATH TO OUTFALL

WATER QUALITY CALCULATIONS
Mill Creek
VERSION 1 **8/22/2024**

WATER QUALITY CALCULATIONS

BASIN 3 AREA =	61.76	AC	
WATER SURFACE (LAKE) AREA =	6.80	AC	
BUILDING (ROOF) AREA =	15.94	AC	
TOTAL PERVIOUS AREA =	21.67	AC	
SITE AREA FOR WATER QUALITY (SFWMD) =	39.01	AC	BASIN AREA - (LAKE + ROOF)
IMPERVIOUS AREA FOR WQ (SFWMD) =	17.35	AC	BASIN AREA - (LAKE + ROOF) - PERVIOUS
% IMPERVIOUS FOR WQ CALC (SFWMD) =	44%		IMPERVIOUS AREA FOR WQ / BASIN AREA

TREATMENT VOLUME

1" OVER ENTIRE SITE =	5.15	AC-FT	
2.5" X % IMPERVIOUS =	1.11	IN	2.5" x % IMPERVIOUS FOR WQ CALCS
VOLUME TO BE TREATED =	5.09	AC-FT	(2.5" x % IMPERVIOUS FOR WQ CALCS) X (TOTAL SITE - LAKES)
STANDARD REQUIRED WET DETENTION VOL =	5.15	AC-FT	
ADDITIONAL 50% WET DET. VOL. =	2.57	AC-FT	
REQUIRED WET DET. VOL. =	**7.72**	AC-FT	(extra 50% Det. Vol. required b/c project discharges to an imparired water body)

STAGE STORAGE IN BASIN 1 LAKES:

FT NAVD	AC-FT
12.00	0.00
12.50	3.47
13.00	7.09
13.50	10.85
14.00	14.76

INTERPOLATION:

ELEV. #1 =	13.00	FT NAVD
ELEV. #2 =	13.50	FT NAVD
STORAGE #1 =	7.09	AC-FT
STORAGE #2 =	10.85	AC-FT
TARGET STORAGE =	7.72	AC-FT
MIN. REQUIRED WQ ELEV =	**13.08**	**FT NAVD**
CONTROL ELEV =	**12.00**	**FT NAVD**

Nutrient Loading Analysis

(Estimated based on Dr. Harper's methodology (Pre-Post loading Criteria) from "Evaluation of Current Stormwater Design Criteria within the State of Florida" - June 2007)

Annual Runoff Volume (ac-ft/yr) = Area (ac) x Rainfall (inches/year) x 1/12 inches x Runoff Coefficient

Nutrient Loading (kg/yr) = Runoff Volume (ac-ft/yr) x 43560 ft^2/ac. x 7.48 gal/ft^3 x 3.785 liter/gal x Mean Concentration (mg/l)/ 10^6

Annual Rainfall value used is from Appendix A.3

Event Mean Concentrations have been used from Table 4-17

Mean Runoff Coefficients have been used from Table 4-24 - Cluster 2, Hydrologic Soil Group D

Pre-Development Conditions

Landuse	Area (AC)	Runoff C	Rainfall (INCHES/YR)	Annual Runoff (AC-FT/YR)	Nitrogen Concentration (mg/l)	Nitrogen (KG/YR)	Phosphorus Concentration (mg/l)	Phosphorus (KG/YR)
Pasture	61.67	0.128	54.5	35.85	3.47	153.42	0.616	27.24
Totals =	**61.67**			**35.85**		**153.42**		**27.24**

Post-Development Conditions

Landuse	Area (AC)	Runoff C	Rainfall (INCHES/YR)	Annual Runoff (AC-FT/YR)	Nitrogen Concentration (mg/l)	Nitrogen (KG/YR)	Phosphorus Concentration (mg/l)	Phosphorus (KG/YR)
Residential	54.87	0.262	54.5	65.29	2.07	166.68	0.327	26.33
Lake	6.80				0.00		0	
Totals =	**61.67**			**65.29**		**166.68**		**26.33**

		(N)	(P)
Required Removal Efficiency (%)			
= (1- Pre-Loading/Post-Loading) x100	**Required Removal for N and P =**	**7.95%**	**-3.44%**

See separate nutrient loading calculations for the required removal of Nitrogen

Summary Treatment Report Version: 5.3.2

Project: Lake providing 6.8 ac-ft of storage

Analysis Type: Specified Removal Efficiency

Date:8/27/2024

BMP Types:

Catchment 1 - (site) Wet Detention

Catchment 2 - (Catchment 0) None

Based on % removal values to the nearest percent

Routing Summary
Catchment 1 Routed to Outlet
Catchment 2 Routed to Outlet

Total nitrogen target removal met? **Yes**
Total phosphorus target removal met? **Yes**

Summary Report

Nitrogen

Surface Water Discharge

Total N pre load	kg/yr	
Total N post load	613.58 kg/yr	
Target N load reduction	10 %	
Target N discharge load	552.23 kg/yr	
Percent N load reduction	18 %	
Provided N discharge load	502.85 kg/yr	1108.79 lb/yr
Provided N load removed	110.73 kg/yr	244.17 lb/yr

Phosphorus

Surface Water Discharge

Total P pre load	kg/yr	
Total P post load	96.929 kg/yr	
Target P load reduction	%	
Target P discharge load	96.929 kg/yr	
Percent P load reduction	31 %	
Provided P discharge load	67.184 kg/yr	148.14 lb/yr
Provided P load removed	29.745 kg/yr	65.587 lb/yr

nutrient removal for 1' of storage in the lake system, the system only needs to provide for an additional 7.95% as shown on page 7 of this report.

Project Name: Mill Creek
Reviewer: BMU
Project Number:
  Period Begin: Jun 01, 2024;0000 hr End: Jun 04, 2024;0000 hr Duration: 72 hr
  Time Step: 0.016 hr, Iterations: 10

Basin 1: onsite

  Method: Santa Barbara Unit Hydrograph
  Rainfall Distribution: SFWMD - 24 hr
  Design Frequency: 5 year
  1 Day Rainfall: 5 inches
  Area: 61.76 acres
  Ground Storage: 2.87 inches
  Time of Concentration: 0.25 hours
  Initial Stage: 12 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
12.00	0.00
12.50	3.47
13.00	7.09
14.00	14.76
15.00	23.01
16.00	33.10
17.00	52.52

Offsite Receiving Body: Offsite1

Time (hr)	Stage (ft NGVD)
0.00	12.00
360.00	12.00

Structure: 1

  From Basin: onsite
  To Basin: Offsite1
  Structure Type: Gravity
    Weir: None
    Bleeder: Inv-Tri, Invert Elev = 12 ft NGVD, Height = 1.06 ft
      Width = 1.25 ft
      Default Coefs: Weir Coef = 2.5, Orifice Coef = 0.6
    Pipe: None

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	12.00	12.00
2.00	0.10	0.00	0.00	0.00	12.00	12.00
4.00	0.23	0.00	0.00	0.00	12.00	12.00
6.00	0.42	0.00	0.00	0.00	12.00	12.00
8.00	0.68	0.47	0.00	0.00	12.00	12.00
10.00	1.07	3.33	0.00	0.00	12.04	12.00
12.00	3.28	121.52	0.42	0.01	12.61	12.00
14.00	4.09	11.86	2.45	0.32	13.30	12.00
16.00	4.40	7.61	2.70	0.75	13.42	12.00
18.00	4.58	4.62	2.78	1.20	13.47	12.00
20.00	4.76	4.67	2.86	1.67	13.51	12.00
22.00	4.88	3.14	2.87	2.14	13.52	12.00
24.00	5.00	3.15	2.88	2.62	13.53	12.00
26.00	5.00	0.00	2.79	3.09	13.47	12.00
28.00	5.00	0.00	2.68	3.54	13.42	12.00
30.00	5.00	0.00	2.57	3.97	13.36	12.00
32.00	5.00	0.00	2.46	4.39	13.30	12.00
34.00	5.00	0.00	2.35	4.79	13.25	12.00
36.00	5.00	0.00	2.24	5.17	13.20	12.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
38.00	5.00	0.00	2.13	5.53	13.16	12.00
40.00	5.00	0.00	2.02	5.87	13.11	12.00
42.00	5.00	0.00	1.91	6.19	13.07	12.00
44.00	5.00	0.00	1.60	6.48	13.03	12.00
46.00	5.00	0.00	1.47	6.73	13.00	12.00
48.00	5.00	0.00	1.36	6.96	12.97	12.00
50.00	5.00	0.00	1.25	7.18	12.94	12.00
52.00	5.00	0.00	1.16	7.38	12.91	12.00
54.00	5.00	0.00	1.08	7.56	12.88	12.00
56.00	5.00	0.00	1.01	7.74	12.86	12.00
58.00	5.00	0.00	0.95	7.90	12.84	12.00
60.00	5.00	0.00	0.89	8.05	12.82	12.00
62.00	5.00	0.00	0.84	8.19	12.80	12.00
64.00	5.00	0.00	0.79	8.33	12.78	12.00
66.00	5.00	0.00	0.75	8.45	12.76	12.00
68.00	5.00	0.00	0.71	8.57	12.74	12.00
70.00	5.00	0.00	0.67	8.69	12.73	12.00
72.00	5.00	0.00	0.64	8.80	12.71	12.00

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	2.88	24.02	0.00	0.00

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
onsite	13.53	24.02	12.00	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
onsite	13.81	0.00	8.79	0.00	5.02	0.00

Project Name: Mill Creek
Reviewer: BMU
Project Number:
  Period Begin: Jun 01, 2024;0000 hr End: Jun 04, 2024;0000 hr Duration: 72 hr
  Time Step: 0.016 hr, Iterations: 10

Basin 1: onsite

  Method: Santa Barbara Unit Hydrograph
  Rainfall Distribution: SFWMD - 3day
  Design Frequency: 10 year
  3 Day Rainfall: 9 inches
  Area: 61.76 acres
  Ground Storage: 2.87 inches
  Time of Concentration: 0.5 hours
  Initial Stage: 12 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
12.00	0.00
12.50	3.47
13.00	7.09
14.00	14.76
15.00	23.01
16.00	33.10
17.00	52.52

Offsite Receiving Body: Offsite1

Time (hr)	Stage (ft NGVD)
0.00	12.00
360.00	12.00

Structure: 1

  From Basin: onsite
  To Basin: Offsite1
  Structure Type: Gravity
    Weir: None
    Bleeder: Inv-Tri, Invert Elev = 12 ft NGVD, Height = 1.06 ft
      Width = 1.25 ft
      Default Coefs: Weir Coef = 2.5, Orifice Coef = 0.6
    Pipe: None

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
0.00	0.00	0.00	0.00	0.00	12.00	12.00
2.00	0.08	0.00	0.00	0.00	12.00	12.00
4.00	0.16	0.00	0.00	0.00	12.00	12.00
6.00	0.24	0.00	0.00	0.00	12.00	12.00
8.00	0.32	0.00	0.00	0.00	12.00	12.00
10.00	0.40	0.00	0.00	0.00	12.00	12.00
12.00	0.48	0.00	0.00	0.00	12.00	12.00
14.00	0.56	0.00	0.00	0.00	12.00	12.00
16.00	0.64	0.09	0.00	0.00	12.00	12.00
18.00	0.73	0.21	0.00	0.00	12.00	12.00
20.00	0.81	0.33	0.00	0.00	12.01	12.00
22.00	0.89	0.44	0.00	0.00	12.02	12.00
24.00	0.97	0.54	0.00	0.00	12.03	12.00
26.00	1.08	0.97	0.00	0.00	12.05	12.00
28.00	1.20	1.15	0.00	0.00	12.08	12.00
30.00	1.32	1.31	0.01	0.00	12.11	12.00
32.00	1.44	1.46	0.01	0.00	12.14	12.00
34.00	1.55	1.59	0.02	0.00	12.17	12.00
36.00	1.67	1.72	0.03	0.01	12.21	12.00

Time (hr)	Cumulative Rainfall (in)	Instant Runoff (cfs)	Current Discharge (cfs)	Cumulative Discharge (acre-ft)	Head Water Stage (ft NGVD)	Tail Water Stage (ft NGVD)
38.00	1.79	1.83	0.05	0.02	12.26	12.00
40.00	1.91	1.93	0.07	0.03	12.30	12.00
42.00	2.02	2.02	0.10	0.04	12.34	12.00
44.00	2.14	2.11	0.14	0.06	12.39	12.00
46.00	2.26	2.19	0.19	0.09	12.44	12.00
48.00	2.38	2.26	0.24	0.12	12.49	12.00
50.00	2.51	2.63	0.31	0.17	12.54	12.00
52.00	2.68	3.61	0.41	0.23	12.60	12.00
54.00	2.93	5.93	0.60	0.31	12.70	12.00
56.00	3.28	8.64	0.97	0.43	12.85	12.00
58.00	3.79	13.21	1.70	0.65	13.06	12.00
60.00	6.72	163.42	3.44	1.04	13.87	12.00
62.00	7.79	23.07	4.91	1.78	15.08	12.00
64.00	8.21	11.69	5.07	2.61	15.24	12.00
66.00	8.44	6.97	5.12	3.45	15.29	12.00
68.00	8.68	6.91	5.15	4.30	15.32	12.00
70.00	8.84	4.66	5.15	5.15	15.32	12.00
72.00	9.00	4.63	5.14	6.00	15.31	12.00

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)
1	5.16	68.72	0.00	0.00

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
onsite	15.32	68.72	12.00	0.00

BASIN WATER BUDGETS (all units in acre-ft)

Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
onsite	32.15	0.00	6.00	0.00	26.15	0.00

Project Name: Mill Creek
Reviewer: BMU
Project Number:
  Period Begin: Jun 01, 2024;0000 hr End: Jun 04, 2024;0000 hr Duration: 72 hr
  Time Step: 0.016 hr, Iterations: 10

Basin 1: onsite

  Method: Santa Barbara Unit Hydrograph
  Rainfall Distribution: SFWMD - 3day
  Design Frequency: 100 year
  3 Day Rainfall: 12 inches
  Area: 61.76 acres
  Ground Storage: 2.87 inches
  Time of Concentration: 0.5 hours
  Initial Stage: 12 ft NGVD

Stage (ft NGVD)	Storage (acre-ft)
12.00	0.00
12.50	3.47
13.00	7.09
14.00	14.76
15.00	23.01
16.00	33.10
17.00	52.52

Offsite Receiving Body: Offsite1

Time (hr)	Stage (ft NGVD)
0.00	12.00
360.00	12.00

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc	Max (cfs)	Time (hr)	Min (cfs)	Time (hr)

BASIN MAXIMUM AND MINIMUM STAGES

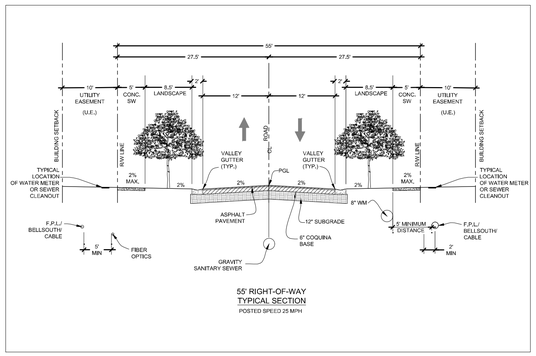
Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
onsite	16.70	72.00	12.00	0.00

BASIN WATER BUDGETS (all units in acre-ft)

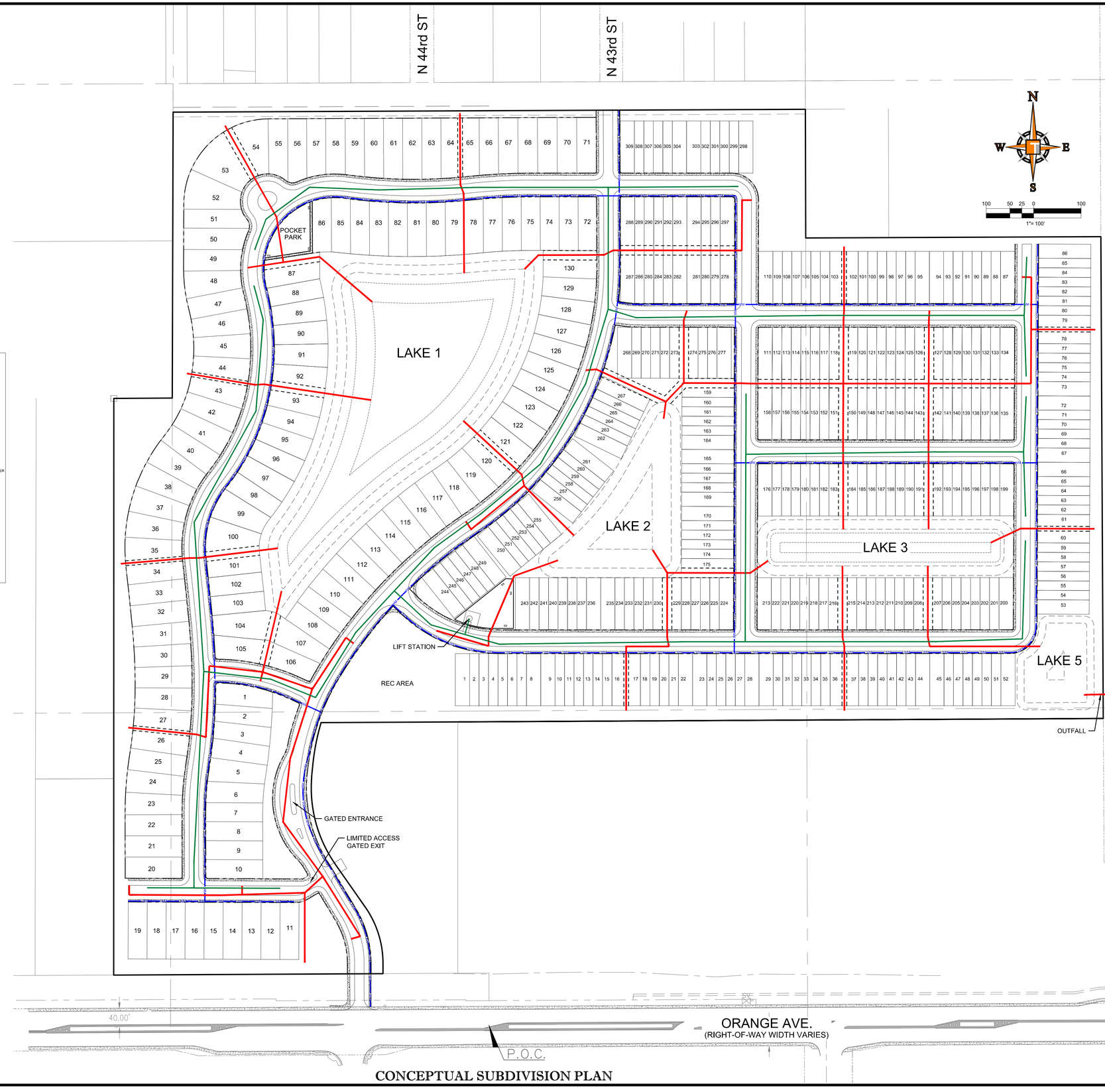
Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
onsite	46.72	0.00	0.00	0.00	46.72	0.00

LEGEND

UNDERGROUND WATER LINE	W
STORM SEWER	
SANITARY SEWER MAIN	S
HYDRANT	
SANITARY MANHOLE	S
STORM MANHOLE	
CATCH BASIN	



55' RIGHT-OF-WAY
TYPICAL SECTION
POSTED SPEED 25 MPH



CONCEPTUAL SUBDIVISION PLAN

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31st AVE
FT. LAUDERDALE, FL 33309
P: 954-202-7000
1502 W. FLETCHER AVE
SUITE 101
TAMPA, FL 33612
P: 813-379-4100

THE INFORMATION, DESIGN, AND CONTENT OF THIS PLAN ARE PROPRIETARY AND SHALL NOT BE COPIED OR USED FOR ANY PURPOSE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THOMAS ENGINEERING GROUP, LLC. ONLY APPROVED, SIGNED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION.

REVISIONS:

REV:	DATE:	COMMENT:	BY:

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www.callsunshine.com

Brandon Ulmer, P.E. State of Florida, Professional Engineer, License No. 58345
This item has been electronically signed and sealed by Brandon Ulmer, P.E. on 7/22/24 using a SHA-1 authentication code.
Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies.

PROJECT No.: FJ230027
DRAWN BY: MJL
CHECKED BY: BMU
CAD I.D.: FJ240001-SITE-PLAN

PROJECT:

PRELIMINARY ENGINEERING PLANS

FOR

OAK RIDGE RANCHES POD 6

SAINT LUCIE COUNTY
FLORIDA

THOMAS ENGINEERING GROUP
840 SE Osceola St.
Stuart, FL 34994
PH: (772) 888-3138
www.ThomasEngineeringGroup.com

BRANDON ULMER
No. 68345
PROFESSIONAL ENGINEER
DATE: Jul 22, 2024
FLORIDA LICENSE No. 68345
FLORIDA BUSINESS CERTIFICATE OF AUTH. No. 27528

SHEET TITLE:
CONCEPTUAL ENGINEERING PLAN

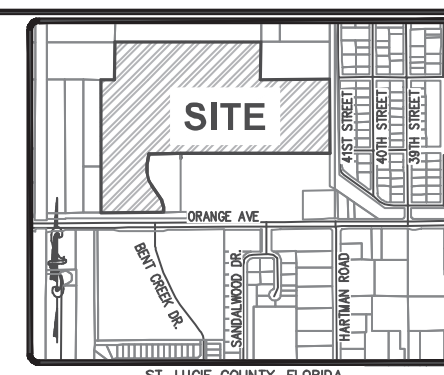
SHEET NUMBER:
CE-01

ELEVATIONS BASED ON NAVD '88

Printed on Monday, July 22, 2024, 8:12 PM by Michael Lapekoffer

ALTA NSPS LAND/TITLE SURVEY

FOR FM MILLCREEK HOLDING, LLC



ST. LUCIE COUNTY, FLORIDA
VICINITY MAP
NO SCALE

LEGAL DESCRIPTION:

PARCEL A:

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE S 1/2 OF THE SE 1/4 OF THE NE 1/4 OF THE NE 1/4; AND THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4; AND SE 1/4 OF THE NW 1/4 OF THE NE 1/4; LESS THE NORTH 50 FEET THEREOF; AND SE 1/4 OF THE NE 1/4, LESS THE NORTH 254.5 FEET SOUTH 294.5 FEET OF THE EAST 300 FEET OF THE SE 1/4 OF THE SE 1/4 OF THE NE 1/4; AND THE EAST 791.25 FEET OF THE SW 1/4 OF THE NE 1/4; LESS RIGHTS OF WAY FOR PUBLIC ROADS AND DRAINAGE CANALS AS TO ALL OF SAID PARCELS; ALL IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 600.00 FEET THEREOF.

PARCEL B:

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 725.27 FEET OF THE SOUTH 600.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, LESS RIGHT-OF- WAY FOR PUBLIC ROADS AND DRAINAGE CANALS.

LESS AND EXCEPT THE FOLLOWING PARCEL:

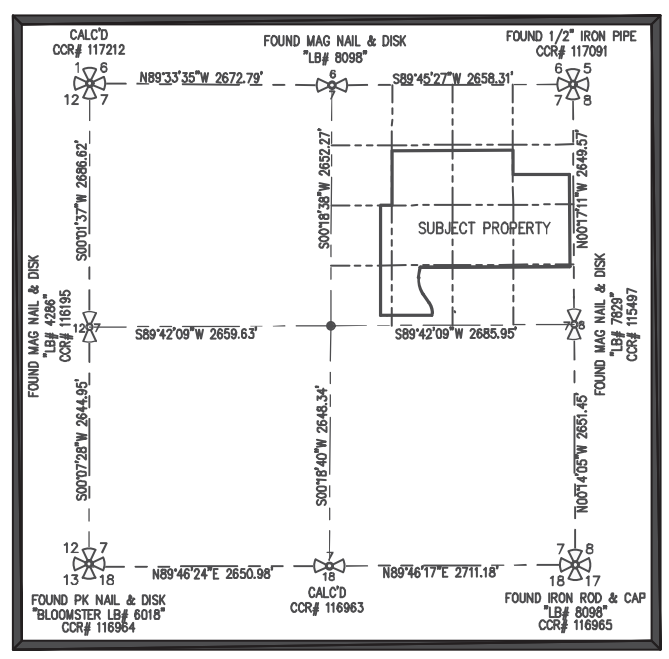
A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7; THENCE NORTH 00°00'56" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 40.00 FEET; THENCE SOUTH 89°42'09" WEST ALONG A LINE 40 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 65.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°42'09" WEST ALONG SAID PARALLEL LINE FOR 157.17 FEET; THENCE NORTH 00°17'51" WEST, FOR 92.93 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 206.46 FEET AND A CENTRAL ANGLE OF 34°44'37"; THENCE NORTHWESTERLY ALONG SAID CURVE FOR 125.20 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°02'28N WEST, FOR 109.91 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 39°48'56"; THENCE NORTHERLY ALONG SAID CURVE FOR 194.58 FEET TO A POINT OF TANGENCY, THENCE NORTH 04°46'28" EAST, FOR 18.58 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 477.11 AND A CENTRAL ANGLE OF 11°47'43" THENCE NORTHERLY ALONG SAID CURVE FOR 98.22 FEET; THENCE NORTH 89°42'09" EAST ALONG A LINE 640 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 288.42 FEET; THENCE SOUTH 00°00'56" WEST ALONG THE EAST LINE OF THE WEST 725.27 FEET OF THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 600.01 FEET TO THE POINT OF BEGINNING.

AND FURTHER EXCEPTING ANY PART LYING WITHIN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3210, PAGE 468, OF THE PUBLIC RECORDS OF SAID COUNTY.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS LYING AND SITUATE IN ST LUCIE COUNTY, FLORIDA.



SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST
(1"=1000')

SURVEYORS NOTES AND REPORT:

1. THIS BOUNDARY SURVEY WAS PERFORMED FOR THE PURPOSE OF MAPPING EXISTING FEATURES AND CONDITIONS, AS SHOWN AND DEPICTED HEREON. I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS IS A TRUE AND ACCURATE DEPICTION OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON APRIL 3, 2024. I FURTHER CERTIFY THAT SAID DRAWING IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. THIS SURVEY MAP AND REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR ORIGINAL ELECTRONIC SIGNATURE. 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.
3. THE LAST DATE OF FIELD WORK (AND DATA ACQUISITION) WAS FEBRUARY 20, 2024.
4. LEGAL DESCRIPTION(S) HEREON SHOWN IS IN REFERENCE TO THE TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED JANUARY 31, 2024 UNDER COMMITMENT NUMBER 5405290. ALL APPLICABLE B-II EXCEPTIONS FROM THAT TITLE COMMITMENT ARE SHOWN ON THE SURVEY.
5. PARCEL(S) CONTAIN A TOTAL OF 61.76 ACRES, MORE OR LESS.
6. THIS BOUNDARY SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM-EAST ZONE, NAD 83 (2011 ADJUSTMENT).
7. UNDERGROUND UTILITIES, UTILITY SERVICES, FOUNDATIONS, AND IMPROVEMENTS WERE NOT LOCATED AS A PART OF THIS SURVEY, UNLESS FEATURES WERE VISIBLE AT THE SURFACE LEVEL.
8. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
9. BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH AND REFERENCE TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 7, LABELED HEREON AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
10. THIS SITE WAS SURVEYED UTILIZING TRIMBLE/SPECTRA HARDWARE TOGETHER WITH SPECTRA SURVEY PRO REALTIME PROCESSING AND WAS BASED ON TRIMBLE'S "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.
11. 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.
12. 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.
13. 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.
14. THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATE IN ZONE X AND ZONE A AT THIS TIME PURSUANT TO F.E.M.A. FIRM NUMBER 12111C0178J, HAVING AN EFFECTIVE DATE OF FEBRUARY 16, 2012. FOR APPROXIMATE DELINEATION OF THE FLOOD ZONE LIMITS, REFER TO AFOREMENTIONED FIRM PANELS.
15. ALL ABOVE GROUND UTILITIES AND DRAINAGE STRUCTURES ALONG THE NORTH RIGHT-OF-WAY OF ORANGE AVENUE HAVE BEEN LOCATED. NO UNDERGROUND UTILITY MARKINGS WERE OBSERVED IN THE PROCESS OF PERFORMING THE FIELD WORK.
16. NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.

SYMBOL & ABBREVIATION LEGEND:

	AIR RELEASE VALVE		DELTA/CENTRAL ANGLE		GUY WIRE ANCHOR	PK/D	PARKER-KALON NAIL & DISK		STREET SIGN
AL	ARC LENGTH		DRAINAGE MANHOLE		HANDICAP	PCP	PERMANENT CONTROL POINT	TELE RISER	TELEPHONE RISER BOX
ASPH	ASPHALT	DIP	DUCTILE IRON PIPE	HDPE	HIGH DENSITY POLYETHYLENE PIPE	PRM	PERMANENT REFERENCE MONUMENT	TOE	TOE OF SLOPE
BFP	BACK FLOW PREVENTER	EP	EDGE OF PAVEMENT	HWF	HOG WIRE FENCE	P.B.	PLAT BOOK	TOB	TOP OF BANK/BERM
	BENCHMARK (BM) OR GROUND CONTROL POINT (GCP)	EOW	EDGE OF WATER	HYD	HYDRANT	(P)	PLAT DATA	T.O.N.	TOP OF NUT
CATV	CABLE RISER	EB	ELECTRIC BOX	INV	INVERT	P.O.B.	POINT OF BEGINNING	X 0.0	TOPOGRAPHIC DATA (SOFT SURFACE)
(C)	CALCULATED	EHH	ELECTRIC HAND HOLE (EHH)	IP	IRON PIPE	P.O.C.	POINT OF COMMENCEMENT	X 0.00	TOPOGRAPHIC DATA (HARD SURFACE)
	CATCH BASIN	EM	ELECTRIC METER	IR	IRON ROD	P.C.C.	POINT OF COMPOUND CURVE	TWP	TOWNSHIP
℄	CENTERLINE	ELEC. PANEL	ELECTRICAL PANEL	IR/C	IRON ROD AND CAP	P.C.	POINT OF CURVATURE		TRAFFIC HAND HOLE
CCR	CERTIFIED CORNER RECORD	EL./ELEV.	ELEVATION		IRRIGATION CONTROL VALVE	P.T.	POINT OF TANGENCY	TSCB	TRAFFIC SIGNAL CONTROL BOX
CLF	CHAIN LINK FENCE	FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	L	LENGTH	P.O T.	POINT OF TERMINUS	TYP	TYPICAL
CHD.	CHORD	F.O.	FIBER OPTIC		LIGHT POST	PVC	POLYVINYL CHLORIDE	U.E.	UTILITY EASEMENT
CO	CLEAN OUT	FOHH	FIBER OPTIC HAND HOLE	MAG/D	MAG NAIL MAG BRAND NAIL	PLS	PROFESSIONAL LAND SURVEYOR	SS	UNDERGROUND SANITARY
COMM RISER	COMMUNICATION RISER		FIBER OPTIC MARKER		MAILBOX	R	RADIUS	DRN	UNDERGROUND STORM
CONC	CONCRETE	FIBER RISER	FIBER OPTIC RISER	MHWL	MEAN HIGH WATER LINE	RGE	RANGE	UNK	UNKNOWN
	CONCRETE LIGHT POST	(M)	FIELD MEASURED		METAL LIGHT POST	RTK	REAL TIME KINEMATIC	UNK HH	UNKNOWN HAND HOLE
CM	CONCRETE MONUMENT	F.F.E.	FINISHED FLOOR ELEVATION		METAL POWER POLE	RWV	RECLAIMED WATER VALVE	RISER BOX	UNKNOWN RISER BOX
CPP	CONCRETE POWER POLE (CPP)	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	MON	MONUMENT	RLS	REGISTERED LAND SURVEYOR		UNKNOWN TYPE MANHOLE
	CONCRETE POWER POLE W/STREET LIGHT	FPL	FLORIDA POWER AND LIGHT	N/D	NON DESCRIPT NAIL AND DISK	RCP	REINFORCED CONCRETE PIPE	VCP	VITRIFIED CLAY PIPE
	CONCRETE SIGNAL LIGHT POLE	FT	FOOT	N.R.	NON-RADIAL	R/W	RIGHT-OF-WAY		WATER SERVICE METER (WM)
CMP	CORRUGATED METAL PIPE	FM	FORCE MAIN	NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988	R/C	ROD AND CAP	WV	WATER VALVE (WV)
	CURB INLET	FND	FOUND	No.	NUMBER		SANITARY MANHOLE		WELL
	DECORATIVE LIGHT POST		FPL MANHOLE	O.R.B.	OFFICIAL RECORDS BOOK	SV	SANITARY VALVE	WF	WOOD FENCE
(D)	DEED	SQ FT	SQUARE FEET	OHW	OVER HEAD WIRES	SEC	SECTION		WOOD POLE STREET LIGHT
D.B.	DEED BOOK	GAS	GAS VALVE	PG	PAGE		PROPERTY CORNER		WOOD POWER POLE
		GIS	GEOGRAPHIC INFORMATION SYSTEMS	PCN	PARCEL CONTROL NUMBER		RIGHT-OF-WAY CONTROL		
		GND	GROUND	PK NAIL	PARKER-KALON NAIL		SIGN		
						STA	STATION		

SCHEDULE B-II ITEMS

TITLE COMMITMENT PREPARED BY
FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT # 5405290
COMMITMENT DATE: JANUARY 31, 2024, AT 8:00 AM

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
2. ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
   AFFECTS SUBJECT PROPERTY; SHOWN ON SURVEY.
4. ANY LIEN, FOR SERVICES, LABOR, OR MATERIALS IN CONNECTION WITH IMPROVEMENTS, REPAIRS OR RENOVATIONS PROVIDED BEFORE, ON, OR AFTER DATE OF POLICY, NOT SHOWN BY THE PUBLIC RECORDS.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
5. ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
6. TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS OR IN THE RECORDS OF THE LOCAL TAX COLLECTING AUTHORITY, AT DATE OF POLICY.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
7. ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
8. TAXES AND ASSESSMENTS FOR THE YEAR 2024 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE, AND TAXES AND ASSESSMENTS LEVIED AND/OR ASSESSED SUBSEQUENT TO THE DATE HEREOF.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
9. INTENTIONALLY DELETED. (UNRECORDED CATTLE LEASE WAS TERMINATED).
10. INTENTIONALLY DELETED. (DUPLICATIVE DUE TO STANDARD RIGHTS OF PARTIES IN POSSESSION EXCEPTION)
11. INTENTIONALLY DELETED. (UNRECORDED EASEMENT TO MILLCREEK ORANGE AVENUE I IS NOT ON THE CAPTION)
12. INTENTIONALLY DELETED. (SEE EXCEPTION #13 BELOW)
13. EASEMENT GRANTED TO FLORIDA POWER & LIGHT COMPANY AS SET FORTH IN INSTRUMENT RECORDED IN DEED BOOK 74, PAGE 238, AND BOOK 190, PAGE 1094, AND BOOK 190, PAGE 1092, AS AFFECTED BY SUBORDINATION OF UTILITY INTERESTS IN BOOK 1445, PAGE 770; DEED BOOK 73, PAGE 419.
   DEED BOOK 74, PAGE 238 AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
   BOOK 190, PAGE 1094 AND BOOK 190, PAGE 1092 AFFECTS SUBJECT PROPERTY; SHOWN ON SURVEY.
   BOOK 1445, PAGE 770 & DEED BOOK 73, PAGE 419 AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
14. INTENTIONALLY DELETED (ADDED TO EXCEPTION #13)
15. RESERVATION IN DEED AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 629, PAGE 913.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
16. EASEMENT AND RIGHT OF WAY AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 1415, PAGE 421, AS AFFECTED BY AGREED STIPULATED FINAL JUDGMENT IN BOOK 1669, PAGE 2211.
   DOES NOT AFFECT SUBJECT PROPERTY. SHOWN ON SURVEY.
17. EASEMENT GRANTED TO BELLSOUTH TELECOMMUNICATIONS, INC. AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 2621, PAGE 2055.
   AFFECTS SUBJECT PROPERTY; SHOWN ON SURVEY.
18. RESOLUTION NO. 08-148 AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 2987, PAGE 1551, AS AFFECTED BY BOOK 3026, PAGE 1790.
   AFFECTS SUBJECT PROPERTY; RESOLUTION NO 08-148 IS NOT A SURVEY MATTER; RESOLUTION NO 08-278 IN BOOK 3026, PAGE 1790 INCLUDES A PORTION OF LAND BEING SOLD TO ST. LUCIE COUNTY AND AN EASEMENT TO ST. LUCIE COUNTY FOR INGRESS EGRESS WHICH IS SHOWN ON THE SURVEY.
19. FORCE MAIN EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 2968, PAGE 2619.
   AFFECTS SUBJECT PROPERTY; SHOWN ON SURVEY.
20. EASEMENT(S) SET FORTH IN SPECIAL WARRANTY DEED RECORDED IN BOOK 2511, PAGE 150.
   AFFECTS SUBJECT PROPERTY; SHOWN ON SURVEY.
21. ORDINANCE NO. 23-005 EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 4949, PAGE 259.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.

CERTIFIED TO:

- FIRST AMERICAN TITLE INSURANCE COMPANY
- FM MILLCREEK HOLDING, LLC

ALTA CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 3, 4, 8, 11, 13, 14, 15, 16, 19 & 20 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON FEBRUARY 20, 2024.

Michael T Owen Digitally signed by Michael T Owen
Date: 2024.05.16 14:56:56 -04'00'

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

ABB DRAWN BY | MTO CHECKED BY | SV FIELD CREW | 21-539 ALTA Survey Rev 4.dwg FILENAME | AS SHOWN SCALE | May 16, 2024 DATE

05/16/24 DATE | MADE A CORRECTION TO THE PLACEMENT OF THE BS EASEMENT (B-II #17) REVISION COMMENTS

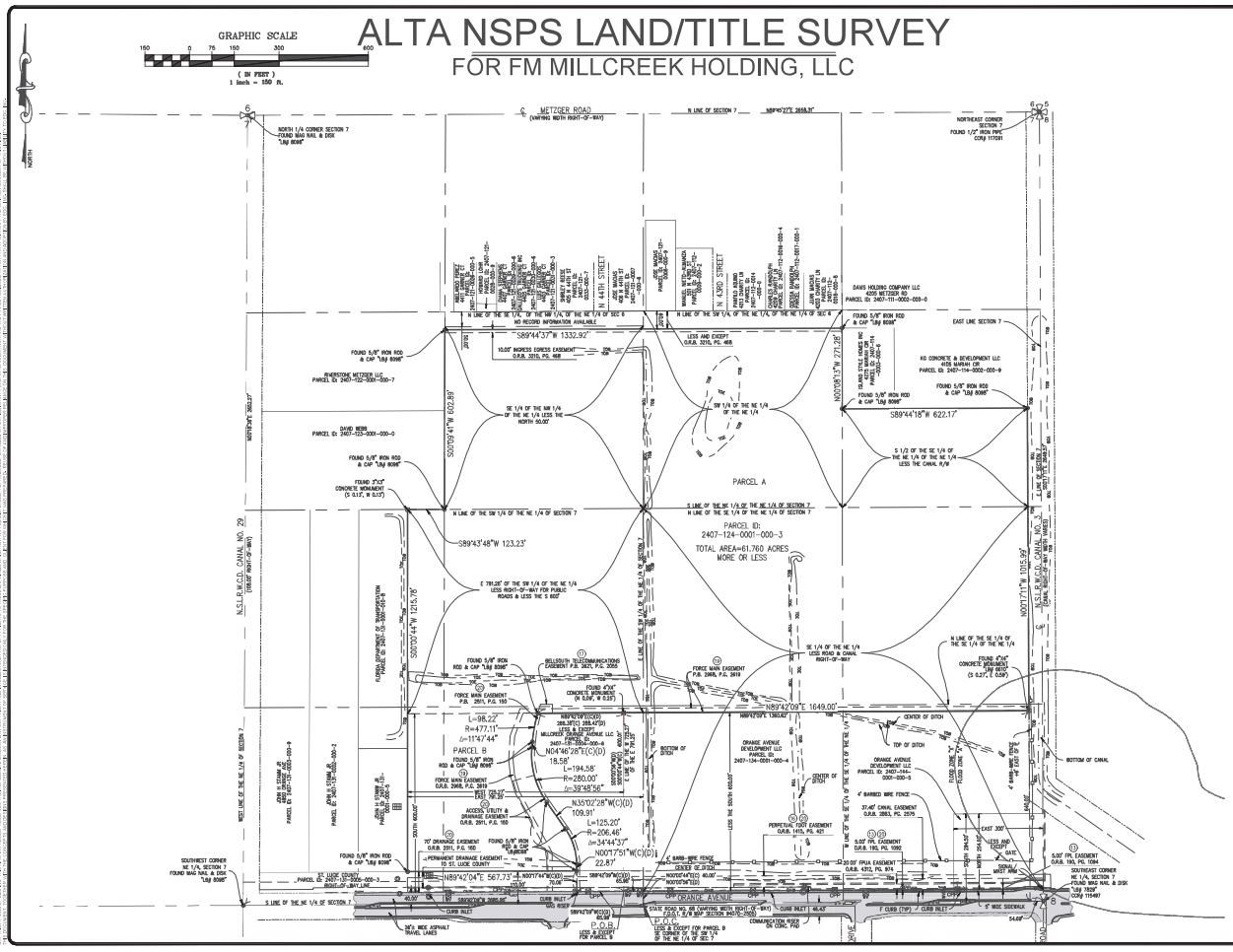
ALTA NSPS LAND/TITLE SURVEY
FOR: FM MILLCREEK HOLDING, LLC
RECORD INFORMATION
SEC. 7, TWP. 35 SOUTH, RGE. 40 EAST
ST. LUCIE COUNTY, FLORIDA

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455

21-539

ALTA NSPS LAND/TITLE SURVEY

FOR FM MILLCREEK HOLDING, LLC


GRAPHIC SCALE
150 0 75 150 300 600
(IN FEET)
1 inch = 150 ft.
NORTH
METZGER ROAD
(VARYING WIDTH RIGHT-OF-WAY)
N LINE OF SECTION 7
N89°40'27"E 2659.37'
NORTH 1/4 CORNER SECTION 7
FOUND MAG NAIL & DISK
"LB# 6098"
NORTHEAST CORNER
SECTION 7
FOUND 1/2" IRON PIPE
CORE 117291
N LINE OF THE SE 1/4 OF THE NW 1/4 OF THE NE 1/4 OF SEC 6
NO RECORD INFORMATION AVAILABLE
N LINE OF THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SEC 6
S89°44'37"W 1332.92'
15.00' INGRESS EGRESS EASEMENT
O.R.B. 2315, PG. 468
LESS AND EXCEPT
O.R.B. 3315, PG. 468
N LINE OF THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SEC 6
N LINE OF THE NW 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SEC 6
N LINE OF THE SE 1/4 OF THE NE 1/4 OF THE NE 1/4 OF SEC 6
N 44TH STREET
(VARYING WIDTH RIGHT-OF-WAY)
N 43RD STREET
(VARYING WIDTH RIGHT-OF-WAY)
DAVIS HOLDING COMPANY LLC
4205 METZGER RD
PARCEL ID: 2407-111-0002-000-0
FOUND 5/8" IRON ROD
& CAP "LB# 6098"
EAST LINE SECTION 7
NO CONCRETE & DEVELOPMENT LLC
4155 MARIAH CIR
PARCEL ID: 2407-114-0002-000-9
FOUND 5/8" IRON ROD
& CAP "LB# 6098"
N00°09'31"W 271.28'
S89°44'18"W 622.17'
S 1/2 OF THE SE 1/4 OF
THE NE 1/4 OF THE NE 1/4
LESS THE CANAL R/W
SW 1/4 OF THE NE 1/4
OF THE NE 1/4
SE 1/4 OF THE NW 1/4
OF THE NE 1/4 LESS THE
NORTH 50.00'
S00°59'41"W 602.89'
RIVERSTONE METZGER LLC
PARCEL ID: 2407-132-0001-000-7
DAVID BEBB
PARCEL ID: 2407-123-0001-000-0
FOUND 5/8" IRON ROD
& CAP "LB# 6098"
FOUND 3"x3"
CONCRETE MONUMENT
(S 0.13', W 0.13')
PARCEL A
PARCEL ID:
2407-124-0001-000-3
TOTAL AREA=61.760 ACRES
MORE OR LESS
N LINE OF THE SW 1/4 OF THE NE 1/4 OF SECTION 7
S LINE OF THE NE 1/4 OF THE NE 1/4 OF SECTION 7
N LINE OF THE SE 1/4 OF THE NE 1/4 OF SECTION 7
S89°43'48"W 123.23'
E 791.26' OF THE SW 1/4 OF THE NE 1/4
LESS RIGHT-OF-WAY FOR PUBLIC
ROADS & LESS THE S 600'
S00°00'44"W 1215.76'
N.S.L.R.W.C.D. CANAL NO. 29
(VARYING WIDTH R/W)
N00°17'51"W 1015.99'
N.S.L.R.W.C.D. CANAL NO. 30
(VARYING WIDTH R/W)
FLORIDA DEPARTMENT OF TRANSPORTATION
RIGHT-OF-WAY MAP
SECTION 94120-2502
SOUTHBOUND
FOUND 5/8" IRON
ROD & CAP "LB# 6098"
BELLSOUTH TELECOMMUNICATIONS
EASEMENT P.B. 3621, PG. 2055
FOUND 4"X4"
CONCRETE MONUMENT
(N 0.24', W 0.24')
FORCE MAIN EASEMENT
P.B. 2915, PG. 150
FORCE MAIN EASEMENT
O.R.B. 2988, PG. 2819
N89°42'09"E 1649.00'
N89°42'09"E 1360.82'
SE 1/4 OF THE NE 1/4
LESS ROAD & CANAL
RIGHT-OF-WAY
N LINE OF THE SE 1/4 OF
THE NE 1/4 OF THE NE 1/4
FOUND 4"X4"
CONCRETE MONUMENT
(S 0.27', E 0.04')
L=98.22'
R=477.11'
Δ=11°47'44"
PARCEL B
FOUND 5/8" IRON
ROD & CAP "LB# 6098"
FORCE MAIN EASEMENT
O.R.B. 2988, PG. 2819
N04°46'28"E(C)(D)
18.58'
L=194.58'
R=280.00'
Δ=39°48'56"
N35°02'28"W(C)(D)
109.91'
L=125.20'
R=206.46'
Δ=34°44'37"
N00°17'51"W(C)(D)
22.87'
MILLCREEK DRAINAGE AVENUE LLC
PARCEL ID:
2407-134-0000-000-6
SECTION OF
DITCH
CENTER OF DITCH
TOP OF DITCH
ORANGE AVENUE DEVELOPMENT LLC
PARCEL ID:
2407-134-0001-000-4
ORANGE AVENUE DEVELOPMENT LLC
PARCEL ID: 2407-144-
0001-000-5
4' BARBED WIRE FENCE
BOTTOM OF CANAL
37.40' CANAL EASEMENT
O.R.B. 2883, PG. 2570
EAST 300'
EAST 264.00'
SOUTH 264.00'
SOUTH 300'
SOUTHWEST CORNER
NE 1/4, SECTION 7
FOUND MAG NAIL & DISK
"LB# 6098"
ST. LUCIE COUNTY
PARCEL ID: 2407-132-0000-000-3
RIGHT-OF-WAY LINE
S LINE OF THE NE 1/4 OF SECTION 7
N89°42'04"E 567.73'
N89°42'04"E(C)(D)
40.00'
N00°17'51"W(C)(D)
40.00'
N00°17'51"W(C)(D)
65.00'
S89°42'09"W(C)(D)
65.00'
S89°42'09"W(C)(D)
65.00'
S89°42'09"W(C)(D)
65.00'
N00°17'51"W(C)(D)
65.00'
N00°17'51"W(C)(D)
40.00'
N00°09'31"W(C)(D)
40.00'
N00°09'31"W(C)(D)
40.00'
N00°09'31

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services

ENVIRONMENTAL ASSESSMENT

MILLCREEK

FORT PIERCE, FLORIDA

Prepared for:

DreamFinders Homes

Prepared by:

EW Consultants, Inc.

July 2024

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1000 SE Monterey Commons, Suite 208 • Stuart, FL 34996 • 772-287-8771 • Fax 772-287-2988

www.ewconsultants.com

I. INTRODUCTION -

This Environmental Assessment details and summarizes the various natural and man-made conditions related to the Millcreek project located within the City of Fort Pierce, St. Lucie County, Florida. The subject site, as shown on Figures 1 and 2 in Appendix A, is 63+/- acres, and is located in Section 7, Township 35 South, and Range 40 East.

The site is located west of and adjacent to North 41st Street, south of and adjacent to residential homes, east of and adjacent to Stamm Manufacturing and undeveloped land, and north of and adjacent to Orange Avenue and vacant remnant agricultural land. Figure 3, 2023 Aerial Photograph, in Appendix A is an aerial view of the subject property and immediate surroundings.

II. GENERAL PROPERTY DESCRIPTION –

Based on July, 2024, site visits conducted by staff from EW Consultants, Inc., the project area consists of various types of active cattle pasture, dense stands of the exotic Brazilian pepper tree, wet prairie wetlands, and native upland hardwood forest.

The woodland pasture contains partially cleared lands but still possesses native canopy trees; mainly laurel oak, live oak, and slash pines, with exotic vegetation mixed in, as well. The area of native upland hardwood forest is located in the northeastern portion of the site. Two freshwater wetlands occur on-site; one in the southeastern portion of the unimproved pasture and one in the north-central portion of the project site.

There is a network of unmaintained ditches and furrows throughout the subject property which are the result of the historic citrus grove operation. The entire site is currently used for cattle grazing, including the upland hardwood forest area, thereby negatively impacting native groundcover and understory plants. There is also at least one free-flowing artesian well located within the site boundaries which keep the ditches full of groundwater thus providing the cattle with drinking water and relief from the heat. The unimproved pasture is similar to the improved pasture areas but has more nuisance vegetation dominating the landscape, including Brazilian pepper and Chinese tallow.

Both wetlands on-site are in very poor ecological, essential being remnant features of the historic agricultural operations. They consist of mostly invasive and nuisance plant species.

III. SOIL TYPES –

A Soils Report produced by the United States Department of Agriculture/Natural Resources Conservation Service is provided in Appendix B of this report. Soil types are typical for this region of St. Lucie County. The soil types found on the project site are as follows; (11) Chobee loamy sand, frequently ponded, 0 to 1 percent slopes, (16) Hilolo loamy sand, 0 to 2 percent slopes, (25) Nettles and Oldsmar sands, (31) Pepper and EauGallie sands, (48) Wabasso sand, 0 to 2 percent slopes, (55) Winder loamy sand.

IV. EXISTING LAND COVER TYPES –

The following is a summary of the vegetation cover types found on the Millcreek project site. Land cover and vegetative community classifications were mapped based on the Florida Land Use, Cover and Forms Classification System (FLUCCSS, FDOT). These categories have been mapped based on the recent field reconnaissance, the non-binding wetland determination, hand-held GPS points, and aerial photograph interpretation.

Figure 4 in Appendix A provides a recent aerial view with nomenclature for the various types of land covers which currently exist on-site. The land cover types found on the project include:

Native Upland Habitat – 420 Upland Hardwood Forest – 7.4± Acres

This native upland habitat is located in the northeastern portion of the subject property and possesses a crown canopy with at least a 66 percent dominance by hardwood tree species. This area consists of mature laurel oaks and live oaks with sparse slash pines in the canopy stratum, while also containing a mixture of other native trees such as red bay, dahoon holly, and cabbage palms. It is in moderate to good ecological condition, with no apparent land management activities such as burning or roller-chopping observed. Desirable understory and groundcover plants include wiregrass, saw palmetto, beautyberry, wild coffee, bluestem grasses, gallberry, wax myrtle, and various broomsedge grasses. While there is a minimal amount of exotic vegetation coverage within the native upland habitat area, species such as Brazilian pepper, yellow poinciana, Caesarweed, Java plum and Chinese tallow are scattered throughout.

Non-Native Upland Areas — 211, 212, 213, 422 – 54± Acres

Non-native upland areas cover the majority of the project site. There is a network of remnant agricultural ditches found within all of these areas as well as furrows from the historic citrus operation. The ditches contain torpedo grass (an invasive species), smartweed, pickerelweed, water lettuce, pennywort, and various sedges. Brazilian Pepper (category 422) is a monoculture of the invasive Brazilian pepper tree.

Woodland Pasture (category 213) include forested lands that are used as pastures with evidence of cattle activity. There are scattered native and non-native trees within the woodland pastures such as live oak, slash pine, laurel oak, yellow poinciana, laurel oak, Chinese tallow, Java plum, Brazilian pepper, and cabbage palm. Understory plants are generally sparse and scattered throughout due to a higher concentration of cattle activity within these areas, as well as the shading of the forest floor by the dense canopy cover. Such vegetation includes smutgrass, Bahia grass, beautyberry, Caesarweed, Surinam cherry, sword fern, tropical soda apple, Guinea grass, pink periwinkle, and pokeweed.

Unimproved Pasture (category 212) includes cleared land with major stands of trees and brush where grasses have been allowed to establish. This land cover is found in the central and western portions of the site. The vegetation within this area includes; Brazilian pepper, smutgrass, torpedo grass, various sedges, Chinese tallow, Bahia grass, tropical soda apple, Guinea grass, basket grass, and sparse native oaks and cabbage palms.

Improved Pasture (category 211) is mainly comprised of land which has been cleared, tilled, reseeded with specific grass types for both cattle feed and soil stabilization. This area is found in the southwestern portion of the site and includes, smutgrass, torpedo grass, Bahia grass, basket grass, Bermuda grass, various sedges, centipede grass, tropical soda apple, Guinea grass, Brazilian pepper, and sparse cabbage palms.

Freshwater Wetlands – 643 Wet Prairie – 1.6± Acres

The freshwater wetlands on-site are considered low-quality being remnants of the historic agricultural operation. In addition, current impacts from cattle grazing further degrade these wetlands. The approximate acreage for the wetlands can be seen on Figure 4 in Appendix A, and represent the 2022 non-binding wetland determination issued by the South Florida Water Management District (SFWMD) as shown in Exhibit 1.

The wetlands are comprised primarily of smartweed, flatsedge, pennywort, soft rush, Mexican primrose willow, camphorweed, Brazilian pepper and Chinese tallow.

V. LISTED SPECIES DISCUSSION –

Because of the various native and man-made resources found on the subject property, the site provides potential foraging and nesting habitat for a variety of state and federally listed wildlife species, albeit minimal. In particular, the on-site water resources could provide foraging opportunities for various listed avian species, including a myriad wading birds such as wood stork, roseate spoonbill, sandhill crane and various ibis and herons. No listed wading bird species were observed during the 2024 site visits. No nesting of wading bird species is expected due to the lack of suitable nesting habitat on-site. Non-listed wading birds observed included the cattle egret and white egret.

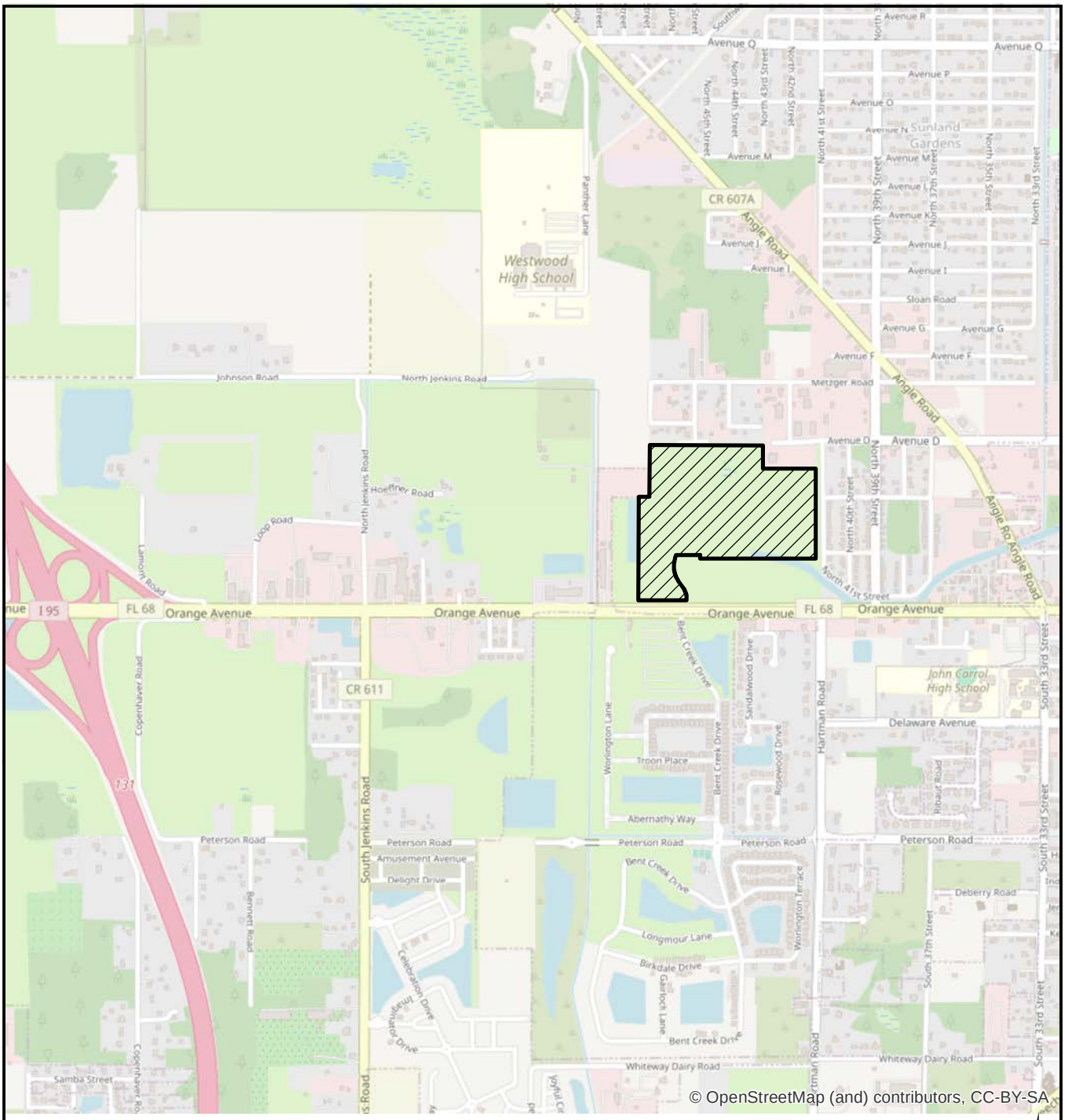
Other protected avian species which may occur on or near the site include the bald eagle. No eagles or eagle nests were observed on-site during the recent site visits. The closest bald eagle nest to the project site is located approximately 1.5 miles to the northwest on the Eagle Bend project site (nest SL011). Figures 5 and 6 in Appendix A provide a database download of recorded eagle nests and wading bird colonies found on state agency websites.

As with most sites in south Florida, sandy uplands, pastures and ditch banks with herbaceous vegetation serve as potential burrowing and foraging habitat for the state-threatened gopher tortoise. During the site visits, several potentially occupied burrows of this species were observed within the project site's native upland area as well as along the trails and ditch banks within the woodland pasture. A systematic gopher tortoise survey will be required within the entire development footprint's upland areas prior to new construction activities. Tortoises in harm's way will have to be relocated to a state-approved receiver site accordingly.

Other wildlife observations included red-bellied woodpecker, blue jay, mocking bird, red-shouldered hawk, black vulture, coyote scat, various rodent species, marsh rabbit, black racer and brown anole.

APPENDIX A

Figure 1: Location Map
Figure 2: USGS Quadrangle Map
Figure 3: 2023 Aerial Photograph
Figure 4: Land Cover Map
Figure 5: Bald Eagle Nest Database Mapping
Figure 6: Wading Bird Colonies Database Mapping



LEGEND

▨ - SITE (63.0+/- AC)

0 2,000 Feet

N

MILLCREEK
LOCATION MAP

EW Consultants, Inc.

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Stuart, FL 34996
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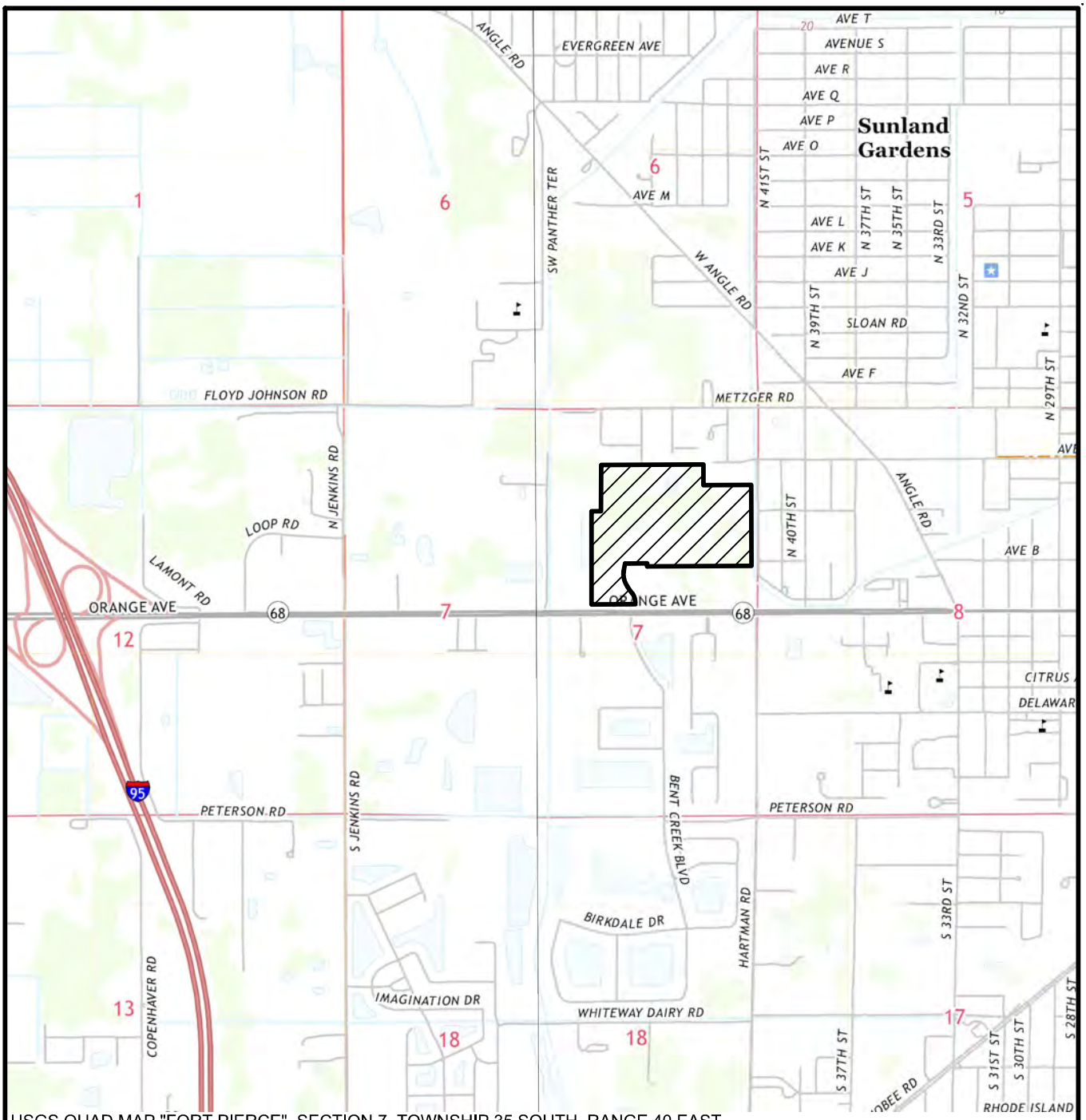
JULY 2024

FIGURE

1



USGS QUAD MAP "FORT PIERCE", SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST,
CITY OF FORT PIERCE, ST LUCIE COUNTY, FLORIDA, LATITUDE 27°27'02" LONGITUDE -80°22'10"

LEGEND

▨ - SITE (63.0± AC)

0 1000

SCALE IN FEET

MILLCREEK

QUAD MAP

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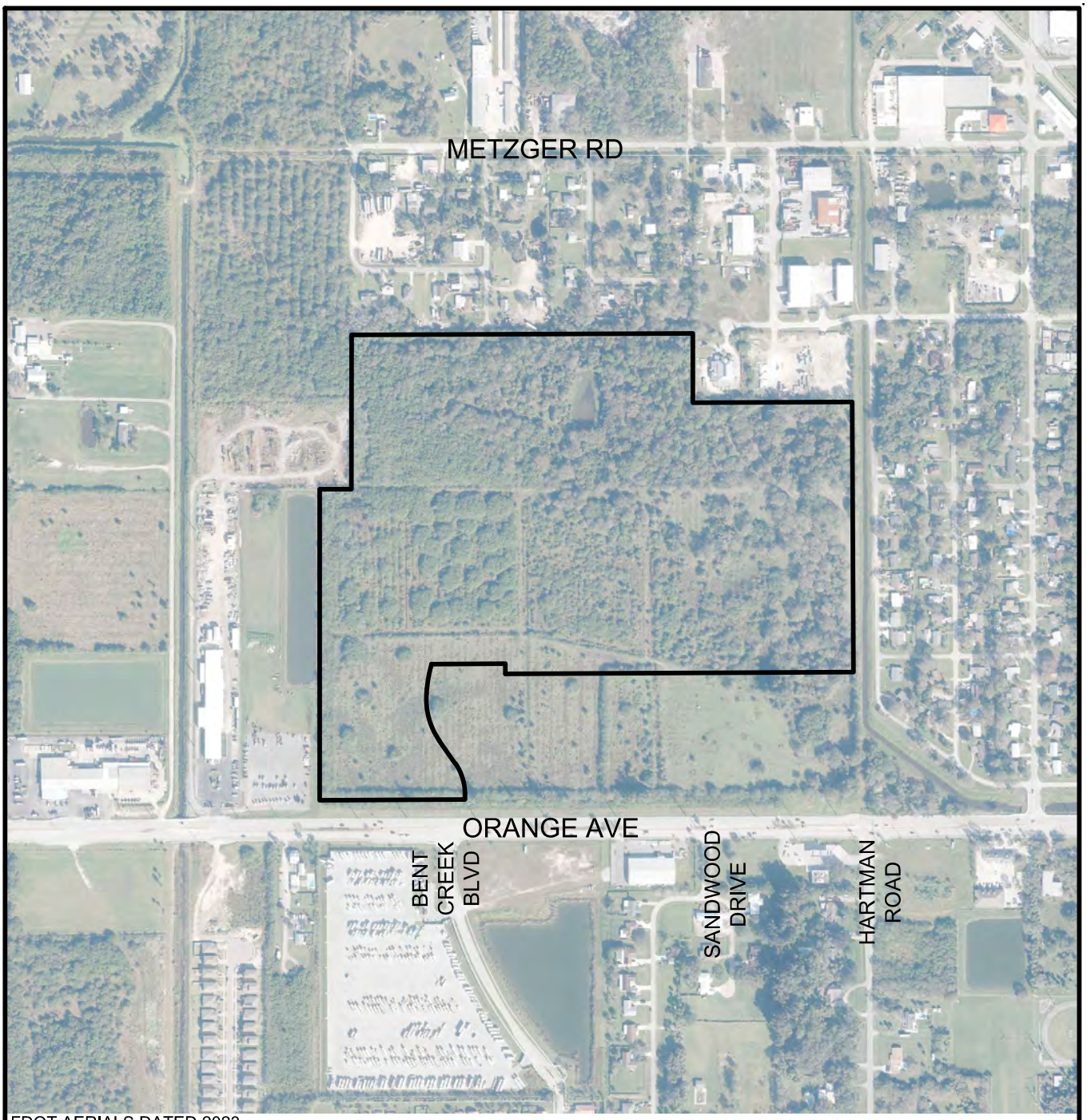
JULY 2024

FIGURE

2

Millcreek.dwg QUAD



FDOT AERIALS DATED 2023

0 600
SCALE IN FEET

MILLCREEK
AERIAL

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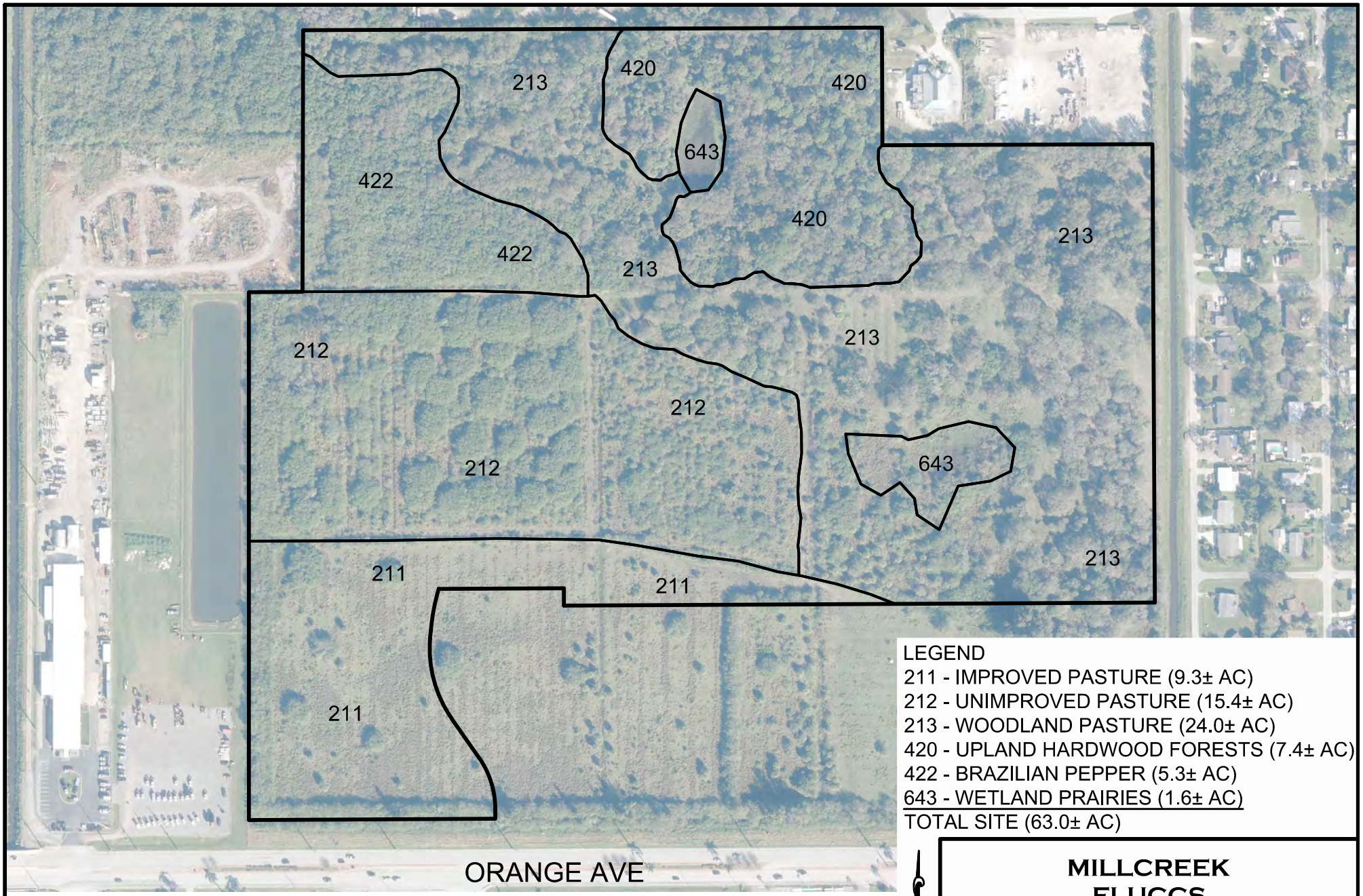
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

JULY 2024

FIGURE
3

Millcreek.dwg AERIAL



LEGEND
211 - IMPROVED PASTURE (9.3± AC)
212 - UNIMPROVED PASTURE (15.4± AC)
213 - WOODLAND PASTURE (24.0± AC)
420 - UPLAND HARDWOOD FORESTS (7.4± AC)
422 - BRAZILIAN PEPPER (5.3± AC)
643 - WETLAND PRAIRIES (1.6± AC)
TOTAL SITE (63.0± AC)

FDOT AERIALS DATED 2023

0 300
SCALE IN FEET

MILLCREEK FLUCCS

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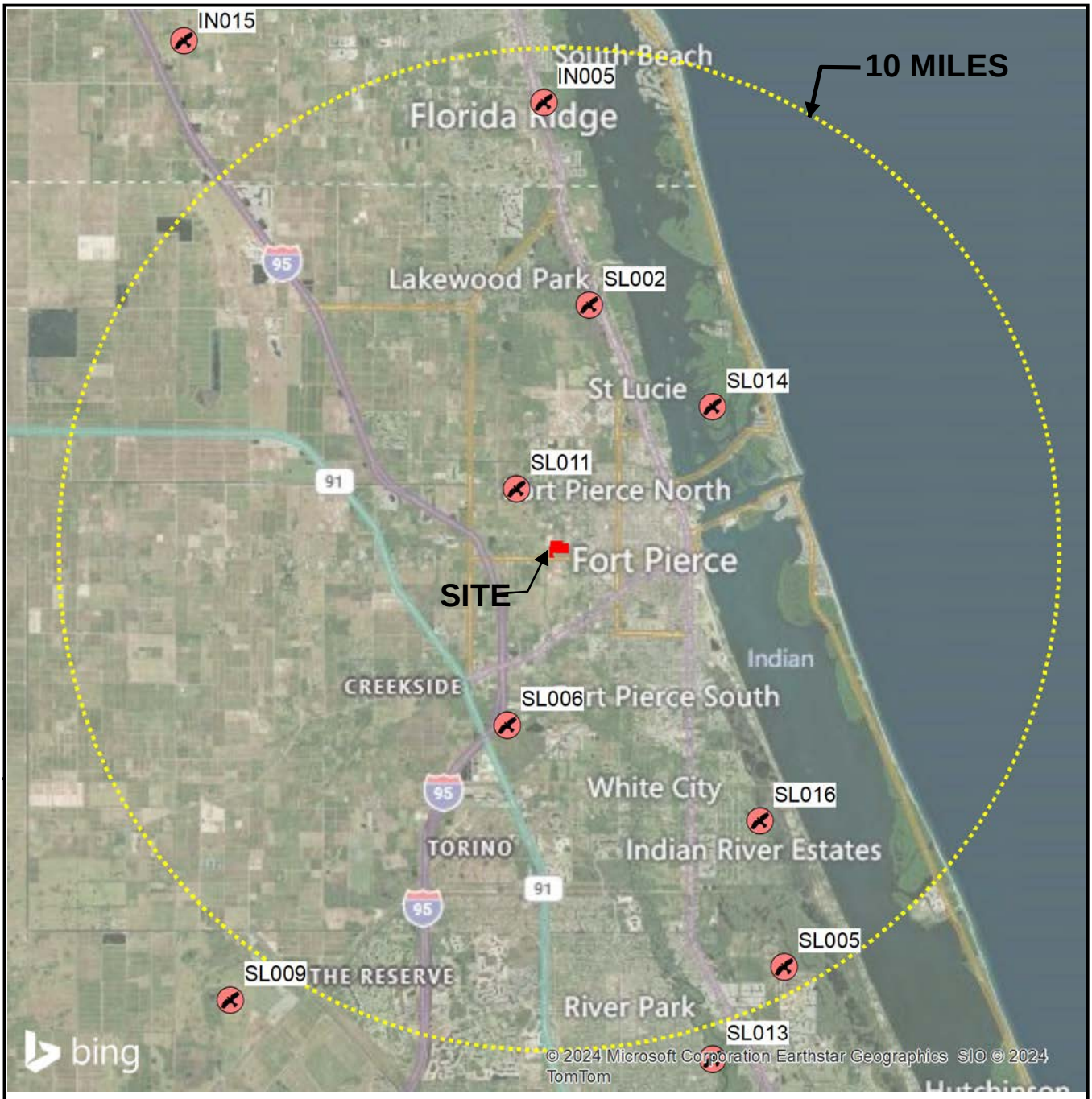
STUART, FL 34996
772-287-8771 · FAX 772-287-2988
WWW.EWCONSULTANTS.COM

JULY 2024
FIGURE 4

Millcreek.dwg FLUCCS



LEGEND

FFWCC EAGLE NESTING 2016

0 3 Miles

N

MILLCREEEK EAGLES

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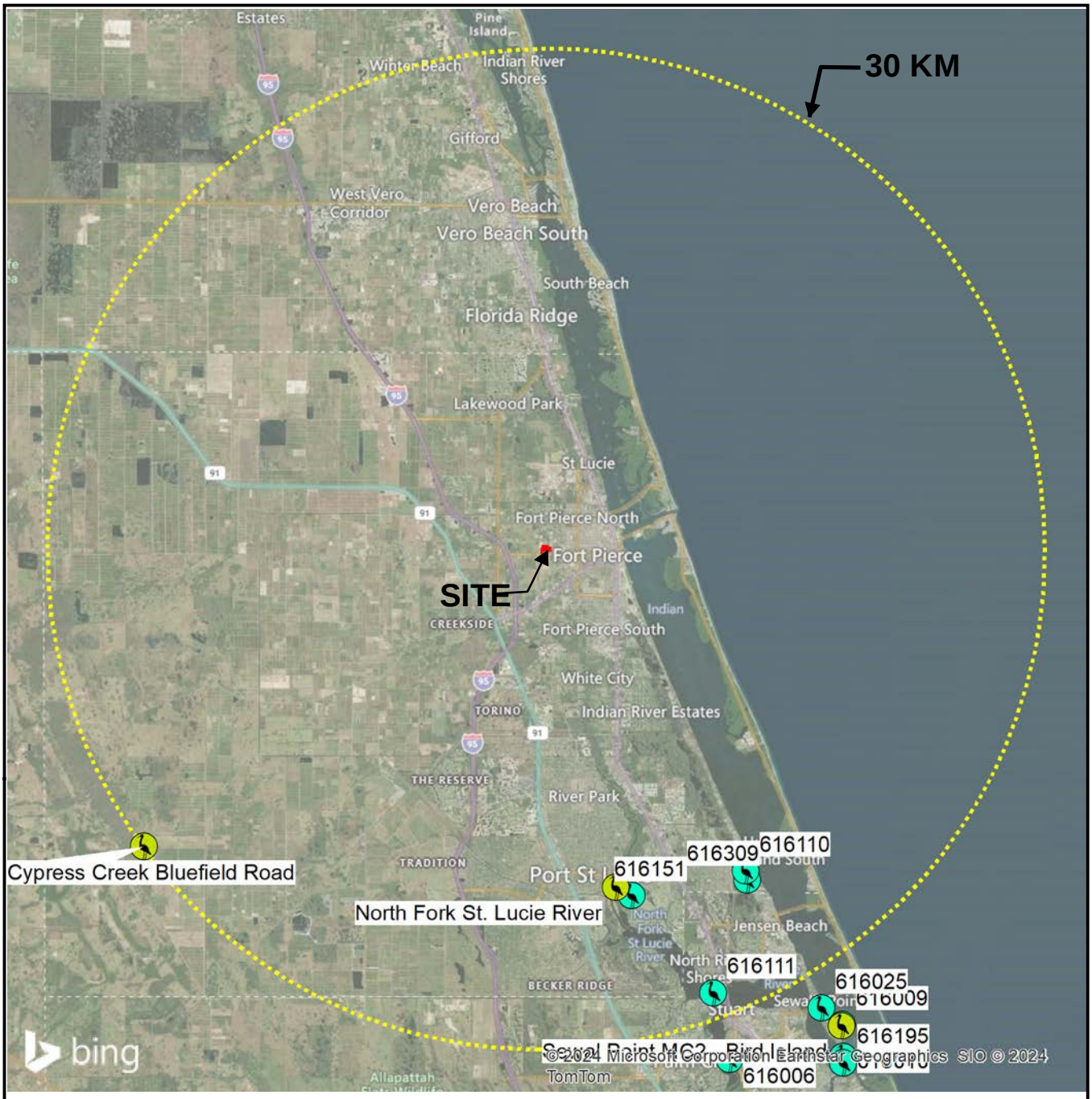
JULY 2024

FIGURE

5



LEGEND

0 7 Miles

- FFWCC WOST COLONIES 2009-2018
- FFWCC 1999 WOODSTORK NESTING COLONIES & WADING BIRD ROOKERY

N

MILLCREEEK
WADING BIRDS

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EW Consultants, Inc.

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Stuart, FL 34996
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JULY 2024

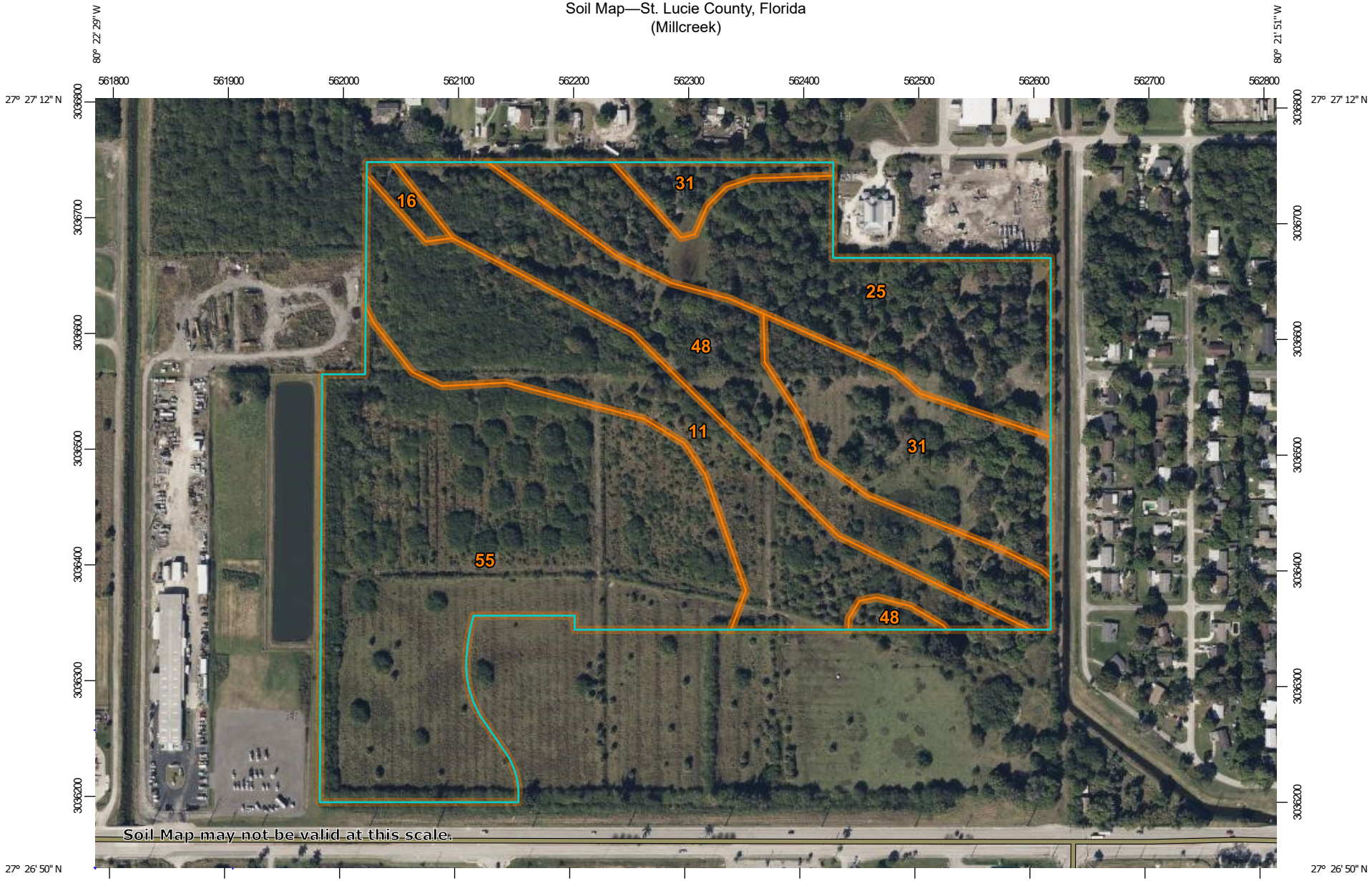
FIGURE

6

APPENDIX B

USDA Soils Report

Soil Map—St. Lucie County, Florida
(Millcreek)



Map Scale: 1:4,700 if printed on A landscape (11" x 8.5") sheet.

N

Meters
0 50 100 200 300

Feet
0 200 400 800 1200

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Lucie County, Florida
Survey Area Data: Version 17, Sep 6, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 18, 2022—Jan 30, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
11	Chobee loamy sand, frequently ponded, 0 to 1 percent slopes	11.4	18.1%
16	Hilolo loamy sand, 0 to 2 percent slopes	0.5	0.8%
25	Nettles and Oldsmar sands	11.0	17.5%
31	Pepper and EauGallie sands	7.7	12.1%
48	Wabasso sand, 0 to 2 percent slopes	9.7	15.4%
55	Winder loamy sand	22.8	36.1%
Totals for Area of Interest		**63.0**	**100.0%**

EXHIBIT 1

SFWMD Wetland Determination

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

April 18, 2022

** Delivered via email*

Larry Suchman *
Suchman Real Estate Grp
14411 S Dixie Hwy
Palmetto Bay, FL 33178

Subject: Millcreek
Application No. 220204-32957
Informal Wetland Determination No. 56-106938-P
St Lucie County

Dear Larry Suchman:

The District reviewed your request for an informal determination of the jurisdictional wetland and other surface water boundaries within the subject property, which is located as shown on the attached Exhibit 1. A joint site inspection was conducted on March 24, 2022.

Based on the information provided and the results of the site inspection, jurisdictional wetlands and other surface waters as defined in Chapter 62-340, Florida Administrative Code, exist on the property. Exhibit 2, attached, identifies the boundaries of the property inspected and the approximate landward limits of the wetlands and other surface waters.

This correspondence is an informal jurisdictional wetland determination pursuant to Section 373.421(6), Florida Statutes, and Section 7.3 of Environmental Resource Permit Applicant's Handbook Volume I. It does not bind the District, its agents or employees, nor does it convey any legal rights, expressed or implied. Persons obtaining this informal jurisdictional determination are not entitled to rely upon it for purposes of compliance with provision of law or District rules.

Sincerely,

Laura Layman

Laura Layman
Section Leader

c: Anthony Adams, EDC, Inc *

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website (http://my.sfwmd.gov/ePermitting) and searching under this application number 220204-32957 .

Exhibit No. 1.0_Location Map

Exhibit No. 2.0_Wetland/OSW Boundary Map

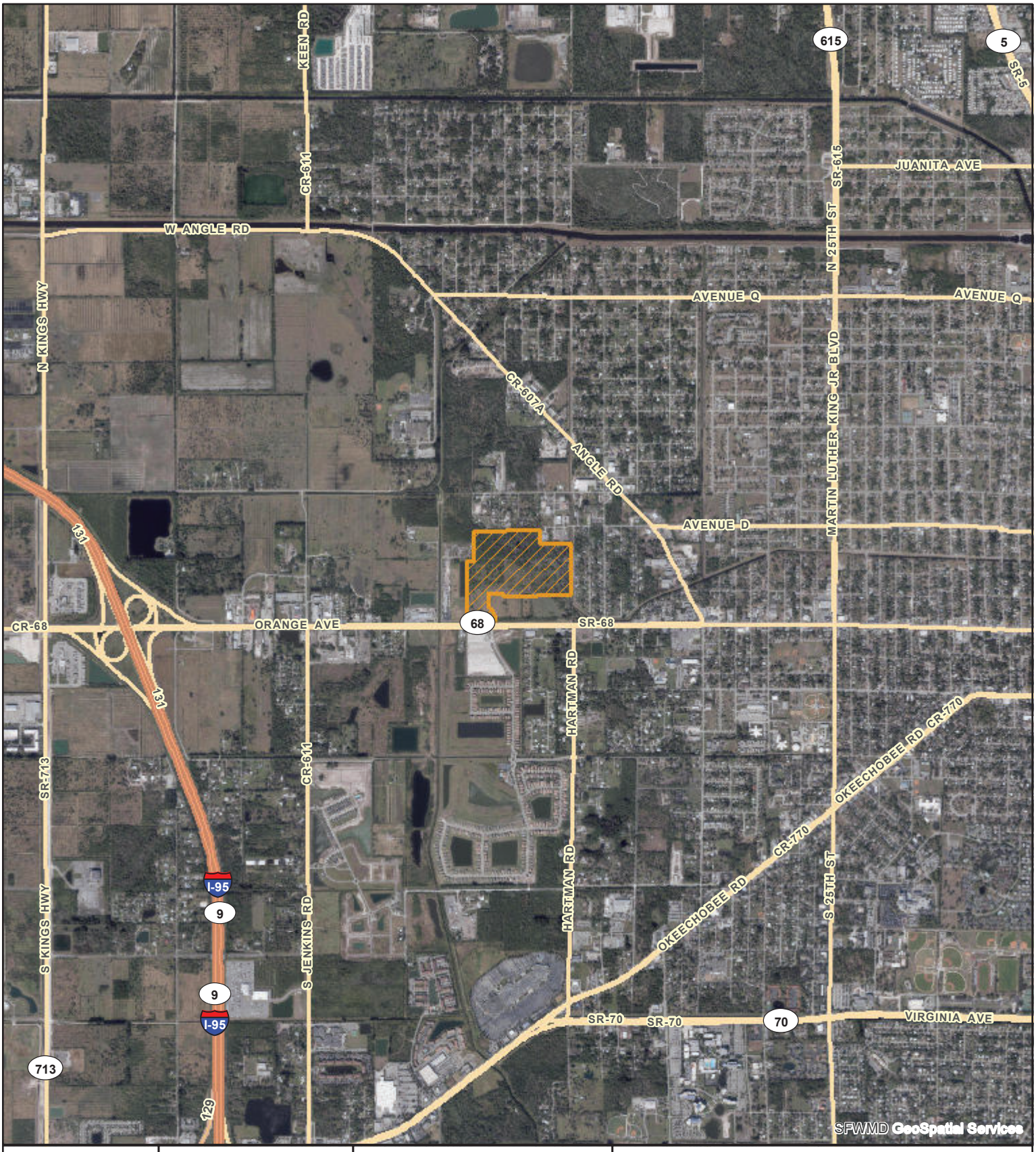


Exhibit No:1.0	Exhibit Created On: 2022-02-21	ST. LUCIE COUNTY, FL

REGULATION DIVISION

Project Name: Millcreek

Application

Application Number: 220204-32957

0 2,450 4,900 Feet

N

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Created by IT GIS Section

South Florida Water Management District



ENGINEERS SURVEYORS ENVIRONMENTAL
10250 VILLAGE PARKWAY
SUITE 201
PORT ST. LUCIE, FL 34987
• 772-462-2455
• www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 99.35
L.B. CERTIFICATE OF AUTHORIZATION 8098

AAA	DESIGNED BY
AAA	DRAWN BY
21-539 Wetlands	FILENAME
RH 24X36	LAYOUT
AS SHOWN	SCALE
MARCH-2022	DATE

DATE	#	REVISION COMMENTS

21-539 Millcreek 62ac.

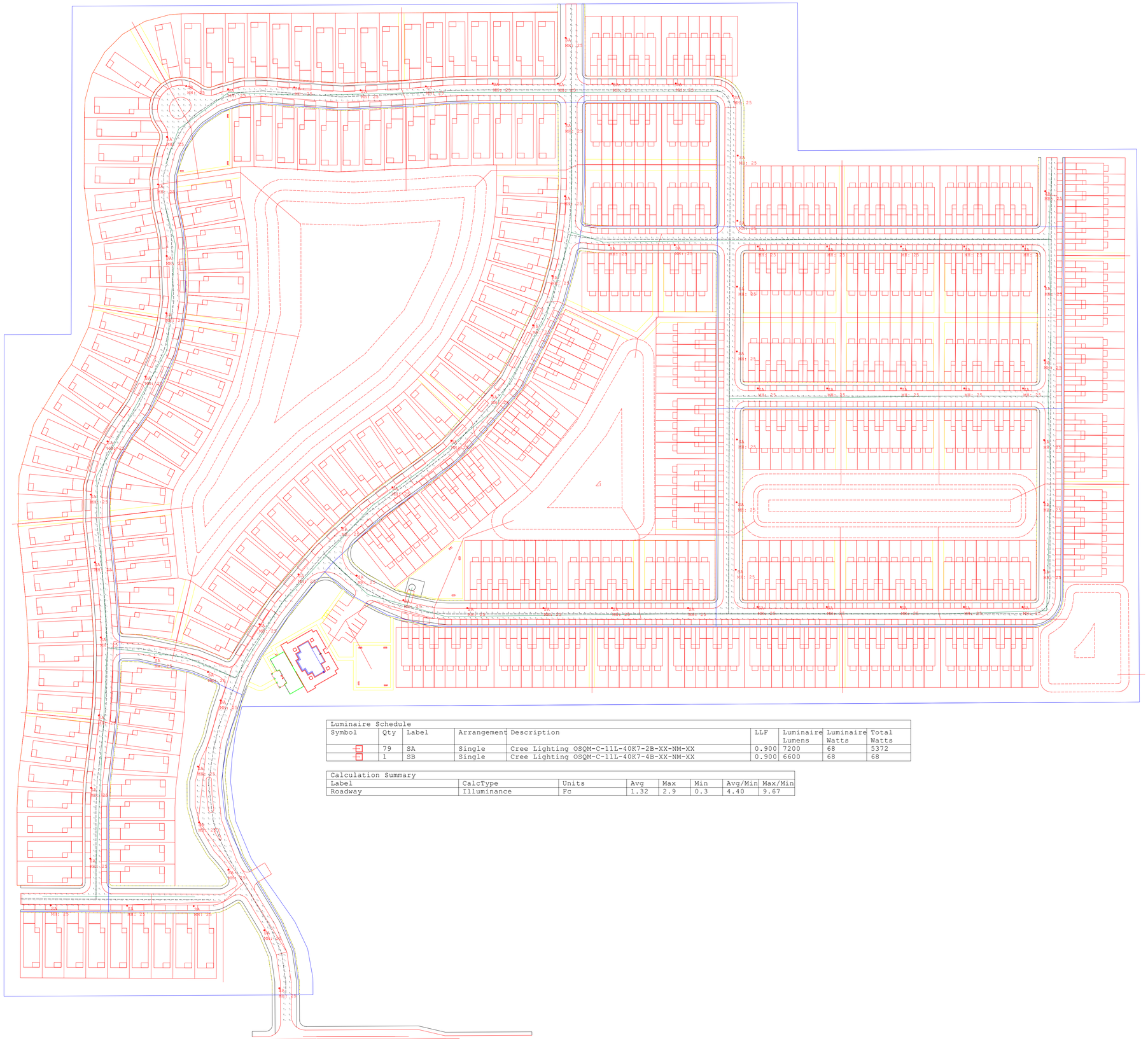
Jurisdictional Wetland Map

SAINT LUCIE COUNTY FLORIDA

MONTH-YEAR

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
• 772-462-2455

21-539



Luminaire Schedule								
Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	79	SA	Single	Cree Lighting OSQM-C-11L-40K7-2B-XX-NM-XX	0.900	7200	68	5372
	1	SB	Single	Cree Lighting OSQM-C-11L-40K7-4B-XX-NM-XX	0.900	6600	68	68

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
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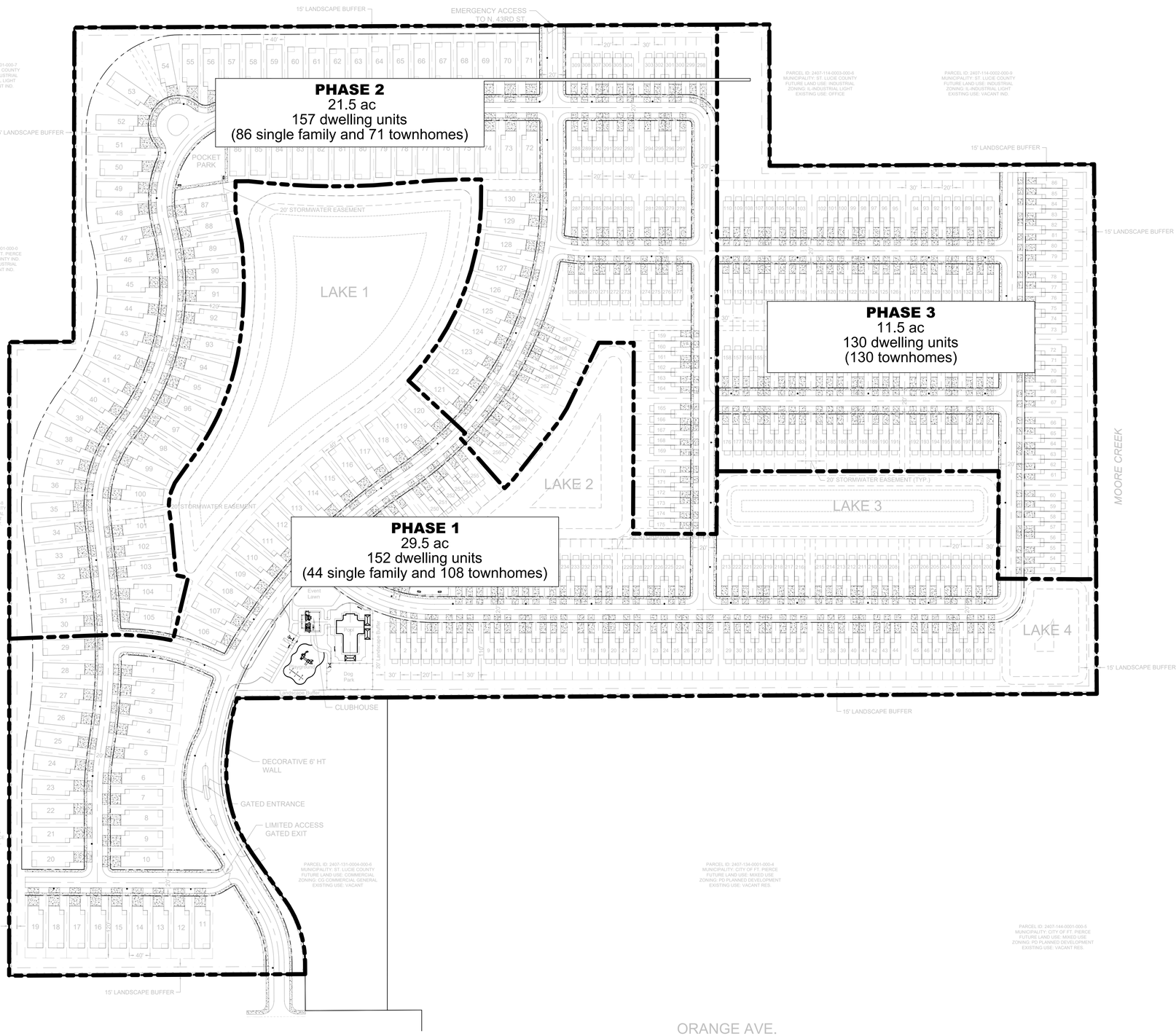

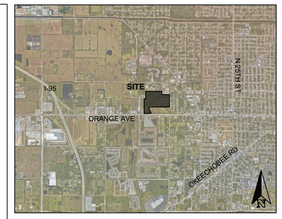

LOCATION MAP
NTS

LEGEND

- OVERALL PROPERTY LINE
- PROPOSED BUILDING
- PROPOSED CURB AND GUTTER
- PROPOSED LOT LINES
- PROPOSED STORMWATER EASEMENT
- PROPOSED WALL
- LANDSCAPE BUFFER
- ROADWAY CENTERLINE
- PROPOSED CONCRETE SIDEWALK

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OWNER
FM MILLCREEK HOLDING LLC
1698 W HIBISCUS BLVD.,
UNIT STE. A
MELBOURNE, FL 32901-2639

PLANNER
REDTAIL DESIGN GROUP
TOD MOWERY, AICP
100 S. 2ND STREET, UNIT 209
FORT PIERCE, FLORIDA 34950
772.742.1555

ENGINEER
THOMAS ENGINEERING GROUP
BRANDON M. ULMER, PE
840 SE OSCEOLA ST.
STUART, FLORIDA 34994
772.888.3138

SURVEYOR
EDC, INC.
MICHAEL T. OWEN, PSM
10250 VILLAGE PKWY., UNIT 201
PORT ST. LUCIE, FLORIDA 34987
772.462.2455

LANDSCAPER
LANDSCAPE DESIGN ASSOCIATES
SABINE MARCKS, RLA
2511D NW 182ND AVE
HIGH SPRINGS, FL 32643
352.210.5765

GRAPHIC SCALE
0 100 200
1" = 100'

REDTAIL DG
p. 772.742.1555
todm@redtaildg.com

TM — DESIGNED BY
AH — DRAWN BY
RDTL_SIT-FS PHASING.DWG — FILENAME
SIT — LAYOUT
1" = 100' — SCALE
8/30/2024 — DATE

REVISION COMMENTS — DATE

MILLCREEK
ORANGE AVE.
PHASING PLAN
CITY OF FT. PIERCE FLORIDA

1 OF 1



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ENVIRONMENTAL

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F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

INITIALS DESIGNED BY
INITIALS DRAWN BY
21539 millcreek tree location map.dwg FILENAME
RH 24X36 LAYOUT
AS SHOWN SCALE
MONTH-YEAR DATE

DATE # REVISION COMMENTS

21-539 Millcreek 62ac.

Tree Location Map

SAINT LUCIE COUNTY FLORIDA

MONTH-YEAR

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

21-539

1 OF 1

Latitude	Longitude	Tree Number	Tree Name	DBH	Health Rating	Tree Condition	Notes
27.44929342	-80.36641678	1	Live Oak (Quercus virginiana)	17	10	Healthy	
27.4492549	-80.366505	2	Live Oak (Quercus virginiana)	15	10	Healthy	
27.44931247	-80.36646373	3	Live Oak (Quercus virginiana)	25.3	10	Healthy	
27.44938814	-80.366436	4	Live Oak (Quercus virginiana)	13.7	10	Healthy	
27.44940652	-80.36634911	5	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.44940057	-80.36640611	6	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4494693	-80.36638398	7	Live Oak (Quercus virginiana)	20.2	10	Healthy	
27.44951504	-80.3664436	8	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.44961214	-80.36648445	9	Laurel Oak (Quercus hemisphaerica)	17.7	10	Healthy	
27.44970056	-80.36648093	10	Laurel Oak (Quercus hemisphaerica)	15.6	10	Healthy	
27.44975063	-80.36645048	11	Laurel Oak (Quercus hemisphaerica)	24.3	10	Healthy	
27.44979082	-80.36644411	12	Laurel Oak (Quercus hemisphaerica)	14	10	Healthy	
27.44979866	-80.36641092	13	Laurel Oak (Quercus hemisphaerica)	13.2	10	Healthy	
27.44980788	-80.36640108	14	Laurel Oak (Quercus hemisphaerica)	12	9	Fungi	
27.44981923	-80.36652698	15	Live Oak (Quercus virginiana)	24.4	10	Healthy	
27.44988137	-80.36650508	16	Live Oak (Quercus virginiana)	19.8	10	Healthy	
27.44989235	-80.36646989	17	Laurel Oak (Quercus hemisphaerica)	55.9	8	Insects	
27.44992362	-80.36646981	18	Laurel Oak (Quercus hemisphaerica)	12	10	Healthy	
27.44995446	-80.36655406	19	Laurel Oak (Quercus hemisphaerica)	17	10	Healthy	
27.4499619	-80.36653418	20	Laurel Oak (Quercus hemisphaerica)	12.2	10	Healthy	
27.4499177	-80.36664694	21	Laurel Oak (Quercus hemisphaerica)	18.8	10	Healthy	
27.44986414	-80.36666731	22	Laurel Oak (Quercus hemisphaerica)	17.5	10	Healthy	
27.4498384	-80.36662198	23	Laurel Oak (Quercus hemisphaerica)	21.5	10	Healthy	
27.44980844	-80.36661707	24	Laurel Oak (Quercus hemisphaerica)	12.8	10	Healthy	
27.44974814	-80.36664741	25	Laurel Oak (Quercus hemisphaerica)	43	9	Healthy	Ants
27.44967916	-80.3666138	26	Live Oak (Quercus virginiana)	14.5	10	Healthy	
27.44953753	-80.3666177	27	Laurel Oak (Quercus hemisphaerica)	15	10	Healthy	
27.44951227	-80.36653941	28	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.44950327	-80.36656104	29	Live Oak (Quercus virginiana)	21.1	10	Healthy	
27.44947598	-80.3666129	30	Live Oak (Quercus virginiana)	19	10	Healthy	
27.44943002	-80.36654731	31	Live Oak (Quercus virginiana)	16	10	Healthy	
27.44944999	-80.36662926	32	Laurel Oak (Quercus hemisphaerica)	21	10	Healthy	
27.44944687	-80.36664453	33	Laurel Oak (Quercus hemisphaerica)	17.4	10	Healthy	
27.4494887	-80.36674247	34	Live Oak (Quercus virginiana)	23.3	10	Healthy	
27.4495203	-80.36681229	35	Laurel Oak (Quercus hemisphaerica)	16	10	Healthy	
27.44950809	-80.36670843	36	Live Oak (Quercus virginiana)	22	10	Healthy	
27.44947505	-80.36686988	37	Laurel Oak (Quercus hemisphaerica)	32.8	10	Healthy	
27.44962936	-80.36672995	38	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.44982062	-80.36700377	39	Laurel Oak (Quercus hemisphaerica)	51	10	Healthy	
27.44990965	-80.36696475	40	Laurel Oak (Quercus hemisphaerica)	13.5	10	Healthy	
27.45004037	-80.36660624	41	Laurel Oak (Quercus hemisphaerica)	13	10	Healthy	
27.45009249	-80.36655359	42	Laurel Oak (Quercus hemisphaerica)	14	10	Healthy	
27.4500585	-80.36658843	43	Laurel Oak (Quercus hemisphaerica)	34.6	10	Healthy	
27.45011722	-80.36669031	44	Laurel Oak (Quercus hemisphaerica)	13.3	10	Healthy	
27.45010633	-80.36673242	45	Laurel Oak (Quercus hemisphaerica)	20.7	10	Healthy	
27.45010506	-80.36675615	46	Laurel Oak (Quercus hemisphaerica)	15	10	Healthy	
27.45015461	-80.36680873	47	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45016596	-80.36669263	48	Laurel Oak (Quercus hemisphaerica)	12.2	10	Healthy	
27.45010512	-80.36647316	49	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45015093	-80.36641885	50	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45019456	-80.36651979	51	Laurel Oak (Quercus hemisphaerica)	23	10	Healthy	
27.45026442	-80.36648649	52	Live Oak (Quercus virginiana)	17	10	Healthy	
27.45018722	-80.36659582	53	Laurel Oak (Quercus hemisphaerica)	17	10	Healthy	
27.45016807	-80.36662736	54	Laurel Oak (Quercus hemisphaerica)	25.7	10	Healthy	
27.45020156	-80.36672464	55	Laurel Oak (Quercus hemisphaerica)	16.7	10	Healthy	
27.45018961	-80.36675365	56	Laurel Oak (Quercus hemisphaerica)	12.5	10	Healthy	
27.45014826	-80.36672596	57	Laurel Oak (Quercus hemisphaerica)	32	10	Healthy	
27.450167	-80.36674038	58	Laurel Oak (Quercus hemisphaerica)	20.3	10	Healthy	
27.45020127	-80.3668936	59	Laurel Oak (Quercus hemisphaerica)	16.4	10	Healthy	
27.45016254	-80.36698379	60	Laurel Oak (Quercus hemisphaerica)	36.5	10	Healthy	
27.45019539	-80.36695259	61	Laurel Oak (Quercus hemisphaerica)	22.4	10	Healthy	
27.45026751	-80.36696031	62	Laurel Oak (Quercus hemisphaerica)	23.5	10	Healthy	
27.45031019	-80.36690628	63	Laurel Oak (Quercus hemisphaerica)	23.9	10	Healthy	
27.45034951	-80.36669722	64	Laurel Oak (Quercus hemisphaerica)	14.7	10	Healthy	
27.45036783	-80.36666142	65	Laurel Oak (Quercus hemisphaerica)	27.5	10	Healthy	
27.4503793	-80.3666659	66	Laurel Oak (Quercus hemisphaerica)	26.9	10	Healthy	
27.45029532	-80.36653524	67	Laurel Oak (Quercus hemisphaerica)	13.5	10	Healthy	
27.45029553	-80.36651708	68	Live Oak (Quercus virginiana)	16	10	Healthy	
27.45040224	-80.36651501	69	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	Lean (almost parallel to ground)
27.45035677	-80.3665718	70	Laurel Oak (Quercus hemisphaerica)	17.3	10	Healthy	
27.45039806	-80.36657937	71	Laurel Oak (Quercus hemisphaerica)	13.3	10	Healthy	
27.45046186	-80.36646288	72	Laurel Oak (Quercus hemisphaerica)	20.7	10	Healthy	
27.45048655	-80.36647148	73	Laurel Oak (Quercus hemisphaerica)	29.6	10	Healthy	
27.45050109	-80.36650073	74	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45051835	-80.36655656	76	Laurel Oak (Quercus hemisphaerica)	18.2	10	Healthy	
27.45052612	-80.36658011	75	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45051332	-80.36658984	77	Laurel Oak (Quercus hemisphaerica)	29.3	10	Healthy	
27.45042429	-80.3666907	78	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45042265	-80.36681549	79	Laurel Oak (Quercus hemisphaerica)	20.1	10	Healthy	
27.45041544	-80.36683291	80	Laurel Oak (Quercus hemisphaerica)	14	9	Healthy,Insects,Fungi	
27.45042444	-80.366865	81	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	

27.45042349	-80.36700534	82	Laurel Oak (Quercus hemisphaerica)	35.5	10	Healthy	Bees
27.45050682	-80.36701123	83	Laurel Oak (Quercus hemisphaerica)	29.5	10	Healthy	
27.45051862	-80.36689082	84	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4505476	-80.36687165	85	Laurel Oak (Quercus hemisphaerica)	15.1	10	Healthy	
27.45051716	-80.36683078	86	Laurel Oak (Quercus hemisphaerica)	26.6	10	Healthy	
27.45054854	-80.36683059	87	Laurel Oak (Quercus hemisphaerica)	19.8	10	Healthy	
27.45059179	-80.36688864	88	Laurel Oak (Quercus hemisphaerica)	21.2	10	Healthy	
27.4505646	-80.3667424	89	Laurel Oak (Quercus hemisphaerica)	25.1	10	Healthy	
27.4506496	-80.36662703	90	Laurel Oak (Quercus hemisphaerica)	29.5	10	Healthy	
27.45068697	-80.36666358	91	Laurel Oak (Quercus hemisphaerica)	18	10	Healthy	
27.45064675	-80.36668258	92	Laurel Oak (Quercus hemisphaerica)	21.6	10	Healthy	
27.4507165	-80.36671209	93	Laurel Oak (Quercus hemisphaerica)	15.7	10	Healthy	
27.45062907	-80.366733	94	Laurel Oak (Quercus hemisphaerica)	26.8	10	Healthy	
27.45058663	-80.36706936	95	Laurel Oak (Quercus hemisphaerica)	20.5	10	Healthy	
27.45064116	-80.36708312	96	Laurel Oak (Quercus hemisphaerica)	51.6	10	Healthy	
27.45052819	-80.36711187	97	Live Oak (Quercus virginiana)	32.5	10	Healthy	
27.45050261	-80.36715176	98	Live Oak (Quercus virginiana)	13.5	10	Healthy	
27.4505315	-80.36732145	99	Live Oak (Quercus virginiana)	51.6	10	Healthy	
27.45050046	-80.36742476	100	Live Oak (Quercus virginiana)	32	10	Healthy	
27.45071505	-80.36710918	101	Laurel Oak (Quercus hemisphaerica)	13.1	10	Healthy	
27.45072831	-80.36707496	102	Laurel Oak (Quercus hemisphaerica)	23.3	10	Healthy	
27.45073587	-80.36700055	103	Laurel Oak (Quercus hemisphaerica)	16.5	10	Healthy	
27.45079585	-80.36695359	104	Laurel Oak (Quercus hemisphaerica)	23.6	10	Healthy	
27.45086381	-80.36677632	105	Laurel Oak (Quercus hemisphaerica)	29	10	Healthy	
27.45087885	-80.3666613	106	Laurel Oak (Quercus hemisphaerica)	35.9	10	Healthy	
27.45088398	-80.36656986	107	Laurel Oak (Quercus hemisphaerica)	28.7	10	Healthy	
27.45083157	-80.36656951	109	Live Oak (Quercus virginiana)	18.4	10	Healthy	
27.45084984	-80.36658277	108	Live Oak (Quercus virginiana)	20.5	10	Healthy	
27.45115456	-80.36690241	110	Live Oak (Quercus virginiana)	56.2	10	Healthy	
27.4512723	-80.36682111	111	Live Oak (Quercus virginiana)	20	10	Healthy	
27.45127261	-80.36681414	112	Live Oak (Quercus virginiana)	26.2	10	Healthy	
27.45080499	-80.36706942	113	Laurel Oak (Quercus hemisphaerica)	34.7	6	Fungi	Kanker
27.45082156	-80.36708582	114	Laurel Oak (Quercus hemisphaerica)	37.7	10	Healthy	
27.45082138	-80.36714114	115	Laurel Oak (Quercus hemisphaerica)	15.8	10	Healthy	
27.45082045	-80.36713382	116	Laurel Oak (Quercus hemisphaerica)	18.8	10	Healthy	
27.45080076	-80.36712227	117	Laurel Oak (Quercus hemisphaerica)	14.7	10	Healthy	
27.4507345	-80.36714297	118	Laurel Oak (Quercus hemisphaerica)	26.2	10	Healthy	
27.45090444	-80.36711636	119	Laurel Oak (Quercus hemisphaerica)	22.4	10	Healthy	
27.45095188	-80.3671065	120	Laurel Oak (Quercus hemisphaerica)	33.3	10	Healthy	
27.45100699	-80.36720434	121	Laurel Oak (Quercus hemisphaerica)	79.7	10	Healthy	
27.45103469	-80.36723068	122	Laurel Oak (Quercus hemisphaerica)	90.2	10	Healthy	
27.45121876	-80.36722384	123	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45121459	-80.36714774	124	Live Oak (Quercus virginiana)	50.5	10	Healthy	
27.45134509	-80.36694541	125	Laurel Oak (Quercus hemisphaerica)	36.8	10	Healthy	
27.45145055	-80.36678844	126	Live Oak (Quercus virginiana)	23	10	Healthy	
27.45142934	-80.36676727	127	Live Oak (Quercus virginiana)	30	10	Healthy	
27.45136293	-80.36671457	128	Laurel Oak (Quercus hemisphaerica)	26	10	Healthy	
27.4514388	-80.3666958	129	Live Oak (Quercus virginiana)	33.6	10	Healthy	
27.45141463	-80.36659425	130	Laurel Oak (Quercus hemisphaerica)	50	10	Healthy	
27.45112295	-80.36636118	131	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45128543	-80.36640939	132	Live Oak (Quercus virginiana)	25.2	10	Healthy	
27.45136547	-80.36641626	133	Laurel Oak (Quercus hemisphaerica)	30.8	10	Healthy	
27.45139451	-80.36635144	134	Laurel Oak (Quercus hemisphaerica)	45	7		Rot
27.45151125	-80.36645915	135	Slash Pine (Pinus elliottii var. densa)	17.8	10	Healthy	
27.45152191	-80.36644939	136	Live Oak (Quercus virginiana)	15.9	10	Healthy	
27.45152633	-80.36647769	137	Live Oak (Quercus virginiana)	12.9	10	Healthy	
27.45154482	-80.36645161	138	Slash Pine (Pinus elliottii var. densa)	16.7	10	Healthy	
27.45156032	-80.36642488	139	Live Oak (Quercus virginiana)	13.6	10	Healthy	
27.45159788	-80.36650161	140	Slash Pine (Pinus elliottii var. densa)	12.6	10	Healthy	
27.45160733	-80.3664688	141	Slash Pine (Pinus elliottii var. densa)	19.7	10	Healthy	
27.45166118	-80.36631424	142	Slash Pine (Pinus elliottii var. densa)	13.3	10	Healthy	
27.45177311	-80.36643774	143	Laurel Oak (Quercus hemisphaerica)	23	10	Healthy	
27.45171622	-80.36630083	144	Laurel Oak (Quercus hemisphaerica)	12.2	10	Healthy	
27.45177701	-80.36644348	145	Laurel Oak (Quercus hemisphaerica)	20.4	10	Healthy	
27.45188343	-80.3663139	146	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45204885	-80.36634207	147	Laurel Oak (Quercus hemisphaerica)	16.7	10	Healthy	
27.45208158	-80.36635716	148	Laurel Oak (Quercus hemisphaerica)	28.8	10	Healthy	
27.45208535	-80.36646615	149	Laurel Oak (Quercus hemisphaerica)	20	10	Healthy	
27.45207414	-80.36659688	151	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45206343	-80.36660291	150	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45209335	-80.36662319	152	Laurel Oak (Quercus hemisphaerica)	17.8	10	Healthy	
27.45201414	-80.36664237	153	Live Oak (Quercus virginiana)	22	10	Healthy	
27.451978	-80.36663693	154	Live Oak (Quercus virginiana)	32.5	10	Healthy	
27.45196955	-80.36667916	155	Live Oak (Quercus virginiana)	14.5	10	Healthy	
27.45197334	-80.36670149	156	Laurel Oak (Quercus hemisphaerica)	25.5	10	Healthy	
27.45201213	-80.36670687	157	Laurel Oak (Quercus hemisphaerica)	12.3	10	Healthy	
27.45200741	-80.36675082	158	Laurel Oak (Quercus hemisphaerica)	24.5	10	Healthy	
27.45203411	-80.36685916	159	Laurel Oak (Quercus hemisphaerica)	16	10	Healthy	
27.45200945	-80.3668459	160	Laurel Oak (Quercus hemisphaerica)	14.2	10	Healthy	
27.45200295	-80.36682478	161	Laurel Oak (Quercus hemisphaerica)	16.7	10	Healthy	
27.45207473	-80.36690097	162	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45210587	-80.3669802	163	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	

27.45208	-80.3669296	164	Laurel Oak (Quercus hemisphaerica)	12.8	10	Healthy	
27.45195874	-80.36700846	165	Laurel Oak (Quercus hemisphaerica)	17.4	10	Healthy	
27.4517958	-80.36670081	166	Live Oak (Quercus virginiana)	34.3	10	Healthy	
27.45176075	-80.36666312	167	Live Oak (Quercus virginiana)	14	10	Healthy	
27.45177348	-80.36666597	168	Live Oak (Quercus virginiana)	12.3	10	Healthy	
27.45163938	-80.36665225	169	Live Oak (Quercus virginiana)	38.6	10	Healthy	
27.45160401	-80.36688423	170	Laurel Oak (Quercus hemisphaerica)	34	10	Healthy	
27.45167355	-80.36689532	171	Laurel Oak (Quercus hemisphaerica)	84	10	Healthy	
27.45172931	-80.36696367	172	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45172842	-80.36699284	173	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45172276	-80.36701664	174	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45172485	-80.36704581	175	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45170134	-80.36709946	176	Laurel Oak (Quercus hemisphaerica)	16.3	10	Healthy	
27.45176442	-80.36718898	177	Laurel Oak (Quercus hemisphaerica)	19.8	10	Healthy	
27.45181139	-80.36723633	178	Laurel Oak (Quercus hemisphaerica)	19.9	10	Healthy	
27.45203402	-80.36704878	179	Laurel Oak (Quercus hemisphaerica)	41.2	10	Healthy	
27.45207456	-80.36707954	180	Laurel Oak (Quercus hemisphaerica)	12.5	10	Healthy	
27.45198974	-80.36715857	181	Live Oak (Quercus virginiana)	14.6	10	Healthy	
27.45208267	-80.36722165	182	Laurel Oak (Quercus hemisphaerica)	13.9	10	Healthy	
27.45203415	-80.36720467	183	Laurel Oak (Quercus hemisphaerica)	21.2	10	Healthy	
27.45195921	-80.36719747	184	Laurel Oak (Quercus hemisphaerica)	21.8	10	Healthy	
27.45195514	-80.36726182	185	Laurel Oak (Quercus hemisphaerica)	13.7	10	Healthy	
27.45199319	-80.367329	186	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45186798	-80.36726186	187	Laurel Oak (Quercus hemisphaerica)	30.5	10	Healthy	
27.45163606	-80.36727823	188	Laurel Oak (Quercus hemisphaerica)	21.7	10	Healthy	
27.45157422	-80.36722014	189	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4515779	-80.36699184	190	Live Oak (Quercus virginiana)	23.7	10	Healthy	
27.45157851	-80.36703326	191	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4512847	-80.36721017	192	Live Oak (Quercus virginiana)	15.6	10	Healthy	
27.45130273	-80.36714004	193	Live Oak (Quercus virginiana)	19.4	10	Healthy	
27.45090008	-80.36788852	194	Laurel Oak (Quercus hemisphaerica)	16.4	10	Healthy	
27.45089885	-80.36785945	195	Laurel Oak (Quercus hemisphaerica)	16	10	Healthy	
27.45089561	-80.36785046	196	Laurel Oak (Quercus hemisphaerica)	33.5	10	Healthy	
27.45090292	-80.3678902	197	Laurel Oak (Quercus hemisphaerica)	48.6	10	Healthy	
27.45049317	-80.36815253	198	Laurel Oak (Quercus hemisphaerica)	38.2	10	Healthy	
27.450481	-80.3682234	199	Laurel Oak (Quercus hemisphaerica)	26.2	10	Healthy	
27.45043476	-80.36811427	200	Laurel Oak (Quercus hemisphaerica)	25.1	10	Healthy	
27.45056559	-80.36838627	201	Live Oak (Quercus virginiana)	20.6	10	Healthy	
27.45059231	-80.36844725	202	Laurel Oak (Quercus hemisphaerica)	19.3	10	Healthy	
27.45055116	-80.36849231	203	Live Oak (Quercus virginiana)	24.4	10	Healthy	
27.45064861	-80.36853041	204	Laurel Oak (Quercus hemisphaerica)	28.8	10	Healthy	
27.45064771	-80.3684548	205	Laurel Oak (Quercus hemisphaerica)	26	10	Healthy	
27.45063866	-80.36844174	206	Laurel Oak (Quercus hemisphaerica)	16.7	10	Healthy	
27.44929418	-80.36714076	207	Laurel Oak (Quercus hemisphaerica)	17.9	10	Healthy	
27.44925954	-80.3671997	208	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.44946357	-80.36717213	209	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.44946043	-80.36723457	210	Live Oak (Quercus virginiana)	20.2	10	Healthy	
27.44948797	-80.36722663	211	Live Oak (Quercus virginiana)	21	10	Healthy	
27.4496157	-80.36728809	212	Laurel Oak (Quercus hemisphaerica)	55.1	10	Healthy	
27.44975477	-80.36724484	213	Live Oak (Quercus virginiana)	21.5	10	Healthy	
27.4498061	-80.36732674	214	Laurel Oak (Quercus hemisphaerica)	22.3	10	Healthy	
27.45000371	-80.36720311	215	Laurel Oak (Quercus hemisphaerica)	14.6	10	Healthy	
27.45071096	-80.36766019	216	Live Oak (Quercus virginiana)	30.5	10	Healthy	
27.45063453	-80.36778813	217	Live Oak (Quercus virginiana)	14.3	10	Healthy	
27.45063709	-80.36781359	218	Live Oak (Quercus virginiana)	23.9	10	Healthy	
27.45069428	-80.36781322	219	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4507346	-80.36781507	220	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45084834	-80.36783572	221	Laurel Oak (Quercus hemisphaerica)	35.2	10	Healthy	
27.45063463	-80.36796831	222	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45065408	-80.36793767	223	Laurel Oak (Quercus hemisphaerica)	49	10	Healthy	
27.45085072	-80.36854818	224	Laurel Oak (Quercus hemisphaerica)	22.2	10	Healthy	
27.4511301	-80.36873326	225	Laurel Oak (Quercus hemisphaerica)	19.9	10	Healthy	
27.45107357	-80.36858439	226	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45105512	-80.3685626	227	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4508769	-80.36873996	228	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45091647	-80.36871515	229	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45083738	-80.36883879	230	Laurel Oak (Quercus hemisphaerica)	17.9	10	Healthy	
27.45085761	-80.36885344	231	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45080912	-80.3689161	232	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45078111	-80.36895482	233	Laurel Oak (Quercus hemisphaerica)	14.8	10	Healthy	
27.45068725	-80.3689992	234	Laurel Oak (Quercus hemisphaerica)	16.5	10	Healthy	
27.45084156	-80.36901253	235	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4508434	-80.36907805	236	Laurel Oak (Quercus hemisphaerica)	33	10	Healthy	
27.45103781	-80.36911336	237	Laurel Oak (Quercus hemisphaerica)	33	10	Healthy	
27.45098852	-80.36915717	238	Live Oak (Quercus virginiana)	17.2	10	Healthy	
27.45099125	-80.36923259	239	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4508081	-80.36933144	240	Laurel Oak (Quercus hemisphaerica)	23.2	10	Healthy	
27.45078847	-80.36934945	241	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45074387	-80.36946459	242	Laurel Oak (Quercus hemisphaerica)	16.5	10	Healthy	
27.45080078	-80.36950088	243	Laurel Oak (Quercus hemisphaerica)	12	10	Healthy	
27.45082896	-80.3695806	244	Laurel Oak (Quercus hemisphaerica)	12.7	10	Healthy	
27.45076682	-80.3698162	245	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	

27.45090365	-80.36996719	246	Laurel Oak (Quercus hemisphaerica)	15.5	10	Healthy	
27.45093799	-80.36994746	247	Laurel Oak (Quercus hemisphaerica)	13.4	10	Healthy	
27.45095634	-80.36998283	248	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45101349	-80.36981672	249	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45102655	-80.36963736	250	Laurel Oak (Quercus hemisphaerica)	12.4	10	Healthy	
27.45107976	-80.36963873	251	Slash Pine (Pinus elliottii var. densa)	21.8	10	Healthy	
27.45111205	-80.36980678	252	Laurel Oak (Quercus hemisphaerica)	15.9	10	Healthy	
27.45006311	-80.36988305	253	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45117492	-80.367478	254	Laurel Oak (Quercus hemisphaerica)	31	10	Healthy	
27.45139979	-80.36743725	255	Laurel Oak (Quercus hemisphaerica)	33.5	10	Healthy	
27.4514243	-80.36725034	256	Live Oak (Quercus virginiana)	45	10	Healthy	
27.45150161	-80.36731968	257	Live Oak (Quercus virginiana)	15	10	Healthy	
27.45152387	-80.36732866	258	Live Oak (Quercus virginiana)	14.4	10	Healthy	
27.45160235	-80.36729336	259	Laurel Oak (Quercus hemisphaerica)	47.6	10	Healthy	
27.45175853	-80.36732858	260	Live Oak (Quercus virginiana)	43.9	10	Healthy	
27.4518085	-80.36734773	261	Laurel Oak (Quercus hemisphaerica)	26	10	Healthy	
27.45179856	-80.36731372	262	Slash Pine (Pinus elliottii var. densa)	12	10	Healthy	
27.45185423	-80.3673905	263	Laurel Oak (Quercus hemisphaerica)	18.9	10	Healthy	
27.45186031	-80.36743852	264	Laurel Oak (Quercus hemisphaerica)	14.3	10	Healthy	
27.45186944	-80.36749776	265	Laurel Oak (Quercus hemisphaerica)	58	10	Healthy	
27.45166354	-80.3674246	266	Live Oak (Quercus virginiana)	19.8	10	Healthy	
27.45155803	-80.3675877	267	Live Oak (Quercus virginiana)	47.3	10	Healthy	
27.45165166	-80.36758728	268	Laurel Oak (Quercus hemisphaerica)	32.8	10	Healthy	
27.45160683	-80.3676535	269	Live Oak (Quercus virginiana)	22.4	10	Healthy	
27.45154038	-80.36765903	270	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45143961	-80.36778774	271	Laurel Oak (Quercus hemisphaerica)	20.3	10	Healthy	
27.45130046	-80.36757064	272	Laurel Oak (Quercus hemisphaerica)	27.8	10	Healthy	
27.45123475	-80.3676303	273	Laurel Oak (Quercus hemisphaerica)	55	10	Healthy	
27.45124814	-80.36778649	274	Laurel Oak (Quercus hemisphaerica)	43.6	10	Healthy	
27.45119973	-80.36781313	275	Laurel Oak (Quercus hemisphaerica)	30	10	Healthy	
27.45118304	-80.36786427	276	Laurel Oak (Quercus hemisphaerica)	24.3	10	Healthy	
27.45124745	-80.36792207	277	Live Oak (Quercus virginiana)	45.5	10	Healthy	
27.45137347	-80.36795642	278	Slash Pine (Pinus elliottii var. densa)	14.6	10	Healthy	
27.4513849	-80.36789193	279	Laurel Oak (Quercus hemisphaerica)	61.1	10	Healthy	
27.45153252	-80.36780194	280	Slash Pine (Pinus elliottii var. densa)	12.8	10	Healthy	
27.45154043	-80.36787801	281	Slash Pine (Pinus elliottii var. densa)	16.2	10	Healthy	
27.45174041	-80.36775451	282	Laurel Oak (Quercus hemisphaerica)	28	10	Healthy	
27.45180937	-80.36762832	283	Laurel Oak (Quercus hemisphaerica)	26.9	10	Healthy	
27.4518408	-80.36764425	284	Laurel Oak (Quercus hemisphaerica)	15.8	10	Healthy	
27.45189775	-80.36769057	285	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45184427	-80.36767194	286	Laurel Oak (Quercus hemisphaerica)	12.2	10	Healthy	
27.45183497	-80.3677446	287	Laurel Oak (Quercus hemisphaerica)	38.7	10	Healthy	
27.45189934	-80.36775935	288	Laurel Oak (Quercus hemisphaerica)	13.6	10	Healthy	
27.4519458	-80.36770941	289	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45200273	-80.36769154	290	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45201575	-80.36767777	291	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45207057	-80.36757253	292	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45203546	-80.36759768	293	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45200987	-80.36757119	294	Slash Pine (Pinus elliottii var. densa)	13.4	10	Healthy	
27.45207515	-80.36769012	295	Laurel Oak (Quercus hemisphaerica)	42.8	10	Healthy	
27.45207806	-80.36772661	296	Laurel Oak (Quercus hemisphaerica)	24.8	10	Healthy	
27.4521009	-80.36768502	297	Laurel Oak (Quercus hemisphaerica)	23.2	10	Healthy	
27.45207349	-80.3677256	298	Laurel Oak (Quercus hemisphaerica)	13.9	10	Healthy	
27.45209113	-80.36777764	299	Live Oak (Quercus virginiana)	18.8	10	Healthy	
27.45203695	-80.36777638	300	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45201166	-80.36775459	301	Laurel Oak (Quercus hemisphaerica)	12.8	10	Healthy	
27.45200987	-80.36778711	302	Laurel Oak (Quercus hemisphaerica)	12.1	10	Healthy	
27.45198935	-80.36779515	303	Laurel Oak (Quercus hemisphaerica)	15.2	10	Healthy	
27.45198259	-80.36778295	304	Laurel Oak (Quercus hemisphaerica)	13.8	10	Healthy	
27.45192419	-80.36783417	305	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45192082	-80.36783679	306	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45192322	-80.36784338	307	Slash Pine (Pinus elliottii var. densa)	13	10	Healthy	
27.45197835	-80.36794072	308	Slash Pine (Pinus elliottii var. densa)	15	10	Healthy	
27.45196673	-80.36798995	309	Laurel Oak (Quercus hemisphaerica)	33.4	10	Healthy	
27.45196017	-80.36794905	310	Slash Pine (Pinus elliottii var. densa)	12.4	10	Healthy	
27.45186338	-80.36796034	311	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45177543	-80.36796112	312	Laurel Oak (Quercus hemisphaerica)	14.9	10	Healthy	
27.45156487	-80.36796187	313	Laurel Oak (Quercus hemisphaerica)	18.4	10	Healthy	
27.45111264	-80.36832015	314	Live Oak (Quercus virginiana)	28.5	10	Healthy	
27.45113477	-80.36839013	315	Laurel Oak (Quercus hemisphaerica)	19.4	10	Healthy	
27.45116342	-80.36820889	316	Live Oak (Quercus virginiana)	24.9	10	Healthy	
27.45123416	-80.36822199	317	Laurel Oak (Quercus hemisphaerica)	15	10	Healthy	
27.45129909	-80.36813043	318	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45132612	-80.36831378	319	Live Oak (Quercus virginiana)	52.7	10	Healthy	
27.45137188	-80.36829708	320	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45150555	-80.36806143	321	Live Oak (Quercus virginiana)	15.7	10	Healthy	
27.45151149	-80.3681868	322	Slash Pine (Pinus elliottii var. densa)	19.4	10	Healthy	
27.45160524	-80.36819483	323	Slash Pine (Pinus elliottii var. densa)	13.6	10	Healthy	
27.45157222	-80.36815524	324	Laurel Oak (Quercus hemisphaerica)	19.6	10	Healthy	
27.45165433	-80.36798257	325	Slash Pine (Pinus elliottii var. densa)	18	10	Healthy	
27.45168954	-80.36801486	326	Slash Pine (Pinus elliottii var. densa)	14.5	10	Healthy	
27.45171615	-80.36800456	327	Slash Pine (Pinus elliottii var. densa)	14.3	10	Healthy	

27.45173248	-80.36812338	328	Slash Pine (Pinus elliottii var. densa)	16.4	10	Healthy	
27.45181464	-80.36821778	329	Slash Pine (Pinus elliottii var. densa)	15.4	10	Healthy	
27.45186967	-80.36822971	330	Slash Pine (Pinus elliottii var. densa)	17.5	10	Healthy	
27.45193569	-80.36815676	331	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45191968	-80.36821144	332	Laurel Oak (Quercus hemisphaerica)	18.2	10	Healthy	
27.45197774	-80.36823906	333	Laurel Oak (Quercus hemisphaerica)	13.8	10	Healthy	
27.45199541	-80.36818956	334	Laurel Oak (Quercus hemisphaerica)	16.1	10	Healthy	
27.45201476	-80.36818381	335	Laurel Oak (Quercus hemisphaerica)	12.7	10	Healthy	
27.4520642	-80.36816047	336	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45206462	-80.36822364	337	Laurel Oak (Quercus hemisphaerica)	39.5	10	Healthy	
27.45210186	-80.36821402	338	Laurel Oak (Quercus hemisphaerica)	12.7	10	Healthy	
27.45196636	-80.36830249	339	Slash Pine (Pinus elliottii var. densa)	18.8	10	Healthy	
27.45200438	-80.36839971	340	Laurel Oak (Quercus hemisphaerica)	12.5	10	Healthy	
27.45196862	-80.36842208	341	Slash Pine (Pinus elliottii var. densa)	13	10	Healthy	
27.45184011	-80.36838221	342	Slash Pine (Pinus elliottii var. densa)	19.7	10	Healthy	
27.45180412	-80.36835993	343	Slash Pine (Pinus elliottii var. densa)	15.5	10	Healthy	
27.45180491	-80.3683603	344	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45180259	-80.36842267	345	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4518263	-80.3684305	346	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45182362	-80.36841441	347	Slash Pine (Pinus elliottii var. densa)	13.3	10	Healthy	
27.45187063	-80.36839463	348	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45189563	-80.36837619	349	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45187406	-80.36850977	350	Slash Pine (Pinus elliottii var. densa)	17.2	10	Healthy	
27.45194803	-80.36853609	351	Slash Pine (Pinus elliottii var. densa)	19.5	10	Healthy	
27.45196287	-80.36853578	352	Slash Pine (Pinus elliottii var. densa)	15.7	10	Healthy	
27.45205815	-80.36861275	353	Slash Pine (Pinus elliottii var. densa)	19.2	10	Healthy	
27.4520319	-80.36848816	354	Slash Pine (Pinus elliottii var. densa)	14.3	10	Healthy	
27.45206275	-80.36851783	355	Slash Pine (Pinus elliottii var. densa)	14.1	10	Healthy	
27.45211802	-80.36858471	356	Slash Pine (Pinus elliottii var. densa)	14.8	10	Healthy	
27.45210785	-80.36851579	357	Laurel Oak (Quercus hemisphaerica)	18.6	10	Healthy	
27.45212031	-80.36847777	358	Slash Pine (Pinus elliottii var. densa)	15.4	10	Healthy	
27.45222968	-80.36852221	359	Live Oak (Quercus virginiana)	15.4	10	Healthy	
27.45221609	-80.36846813	360	Live Oak (Quercus virginiana)	22.8	10	Healthy	
27.45227824	-80.3684999	361	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45229252	-80.36854483	362	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45231547	-80.3686141	363	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45233936	-80.36859494	364	Slash Pine (Pinus elliottii var. densa)	14.8	10	Healthy	
27.45233209	-80.36855657	365	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45231229	-80.36860081	366	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45228094	-80.36862694	367	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45222647	-80.36859848	368	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45217554	-80.36850511	369	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45215801	-80.36855347	370	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45149267	-80.3684088	371	Slash Pine (Pinus elliottii var. densa)	18.5	10	Healthy	
27.45151837	-80.36838978	372	Slash Pine (Pinus elliottii var. densa)	14.4	10	Healthy	
27.45153776	-80.36840887	373	Slash Pine (Pinus elliottii var. densa)	19.2	10	Healthy	
27.45164989	-80.36836983	374	Laurel Oak (Quercus hemisphaerica)	20.2	10	Healthy	
27.45168944	-80.36845174	375	Slash Pine (Pinus elliottii var. densa)	19.5	10	Healthy	
27.45168175	-80.36834439	376	Slash Pine (Pinus elliottii var. densa)	16.4	10	Healthy	
27.45163559	-80.36826602	377	Slash Pine (Pinus elliottii var. densa)	14.6	10	Healthy	
27.45171366	-80.36848396	378	Laurel Oak (Quercus hemisphaerica)	20.1	10	Healthy	
27.4516969	-80.36847097	379	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45171822	-80.36851054	380	Slash Pine (Pinus elliottii var. densa)	17.4	10	Healthy	
27.45166106	-80.36851949	381	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45162454	-80.36851414	382	Slash Pine (Pinus elliottii var. densa)	18	10	Healthy	
27.4515017	-80.36848146	383	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45141954	-80.36845917	384	Laurel Oak (Quercus hemisphaerica)	57.1	10	Healthy	
27.45141683	-80.36848436	385	Laurel Oak (Quercus hemisphaerica)	16.7	10	Healthy	
27.45137383	-80.36852228	386	Live Oak (Quercus virginiana)	19.8	10	Healthy	
27.45139634	-80.3684627	387	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	Heavy lean
27.45134528	-80.36841521	388	Laurel Oak (Quercus hemisphaerica)	41.1	10	Healthy	
27.45131159	-80.3685331	390	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45131962	-80.36854282	389	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45128939	-80.36859941	391	Live Oak (Quercus virginiana)	23.9	4		Cat face
27.45142653	-80.36861715	392	Slash Pine (Pinus elliottii var. densa)	18.4	10	Healthy	
27.45156526	-80.36854033	393	Slash Pine (Pinus elliottii var. densa)	20.4	10	Healthy	
27.45162327	-80.36853965	394	Laurel Oak (Quercus hemisphaerica)	30.4	10	Healthy	
27.45166499	-80.36857044	395	Laurel Oak (Quercus hemisphaerica)	24.1	10	Healthy	
27.45154362	-80.36865924	396	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45153389	-80.36868988	397	Live Oak (Quercus virginiana)	25.8	10	Healthy	
27.45157308	-80.36870848	398	Live Oak (Quercus virginiana)	47.2	10	Healthy	
27.45165991	-80.36873687	399	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45166076	-80.36872292	400	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45169585	-80.36877035	401	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45169628	-80.36876611	402	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45171944	-80.36879071	403	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45176472	-80.36866318	404	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45180924	-80.36863813	405	Slash Pine (Pinus elliottii var. densa)	20.2	10	Healthy	
27.45182359	-80.36865643	406	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45185551	-80.36856677	407	Live Oak (Quercus virginiana)	18.2	10	Healthy	
27.45194727	-80.36872956	408	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45192784	-80.36874792	409	Laurel Oak (Quercus hemisphaerica)	13.7	10	Healthy	

27.45204655	-80.36869371	410	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45197123	-80.36867744	411	Slash Pine (Pinus elliottii var. densa)	19.5	10	Healthy	
27.45202423	-80.36875481	412	Slash Pine (Pinus elliottii var. densa)	22.3	10	Healthy	
27.45196382	-80.3687471	413	Laurel Oak (Quercus hemisphaerica)	18.7	10	Healthy	
27.45187654	-80.36866045	414	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45187831	-80.36867484	415	Laurel Oak (Quercus hemisphaerica)	37.4	10	Healthy	
27.45192037	-80.36881827	416	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45183101	-80.36887858	417	Slash Pine (Pinus elliottii var. densa)	14.3	10	Healthy	
27.45180298	-80.3689184	418	Laurel Oak (Quercus hemisphaerica)	52	10	Healthy	
27.45171977	-80.36886608	419	Live Oak (Quercus virginiana)	18.6	10	Healthy	
27.45172021	-80.36891329	420	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45167877	-80.36891866	421	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45166092	-80.36888531	422	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4516424	-80.36886524	423	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45163291	-80.36887944	424	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45157308	-80.36889413	425	Laurel Oak (Quercus hemisphaerica)	28.2	10	Healthy	
27.45158534	-80.36882405	426	Live Oak (Quercus virginiana)	13.3	10	Healthy	
27.4515609	-80.36891273	427	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45153681	-80.36890425	428	Live Oak (Quercus virginiana)	18.2	10	Healthy	
27.45154024	-80.36893556	429	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45153885	-80.36899188	430	Slash Pine (Pinus elliottii var. densa)	23.7	10	Healthy	
27.45148885	-80.368903	431	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45142538	-80.36896306	432	Laurel Oak (Quercus hemisphaerica)	27.4	10	Healthy	
27.45138269	-80.36894985	433	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4512934	-80.36893683	434	Laurel Oak (Quercus hemisphaerica)	29.4	10	Healthy	
27.45124029	-80.36905678	435	Laurel Oak (Quercus hemisphaerica)	31.4	10	Healthy	
27.45126971	-80.36907628	436	Slash Pine (Pinus elliottii var. densa)	18.8	10	Healthy	
27.4513494	-80.3690457	437	Laurel Oak (Quercus hemisphaerica)	25.6	10	Healthy	
27.45138082	-80.36911585	438	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45137853	-80.36910139	439	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45135956	-80.36914583	440	Slash Pine (Pinus elliottii var. densa)	21.5	10	Healthy	
27.45152561	-80.36899232	441	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45153407	-80.36898191	442	Slash Pine (Pinus elliottii var. densa)	28.9	10	Healthy	
27.45141878	-80.36910596	443	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45128083	-80.36924841	444	Laurel Oak (Quercus hemisphaerica)	49	10	Healthy	
27.45141156	-80.3692793	445	Live Oak (Quercus virginiana)	27.4	10	Healthy	
27.45149784	-80.36943954	446	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45146067	-80.36917018	447	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45146385	-80.36918786	448	Slash Pine (Pinus elliottii var. densa)	19.5	10	Healthy	
27.45150631	-80.36912487	449	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45158725	-80.36922873	450	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45159755	-80.36917695	451	Laurel Oak (Quercus hemisphaerica)	16.5	10	Healthy	
27.45162966	-80.36919599	452	Live Oak (Quercus virginiana)	13.5	10	Healthy	
27.45165527	-80.36910003	453	Laurel Oak (Quercus hemisphaerica)	56.3	10	Healthy	
27.45174293	-80.36912566	454	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45177087	-80.36911242	455	Slash Pine (Pinus elliottii var. densa)	22.2	10	Healthy	
27.45179782	-80.36915329	456	Laurel Oak (Quercus hemisphaerica)	49.1	10	Healthy	
27.45184813	-80.36895391	457	Slash Pine (Pinus elliottii var. densa)	15.4	10	Healthy	
27.45194677	-80.36893749	458	Laurel Oak (Quercus hemisphaerica)	13.1	10	Healthy	
27.45194439	-80.36887474	459	Live Oak (Quercus virginiana)	25.9	10	Healthy	
27.45200807	-80.36893723	460	Laurel Oak (Quercus hemisphaerica)	28	7		Cat face
27.45201964	-80.36896618	461	Laurel Oak (Quercus hemisphaerica)	39.8	10	Healthy	
27.45199344	-80.36879151	462	Laurel Oak (Quercus hemisphaerica)	15.7	10	Healthy	
27.45207109	-80.36883906	463	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45210657	-80.36888779	464	Laurel Oak (Quercus hemisphaerica)	23.5	10	Healthy	
27.45215824	-80.36897466	465	Laurel Oak (Quercus hemisphaerica)	29.2	10	Healthy	
27.45215727	-80.36899137	466	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45221995	-80.36901507	467	Laurel Oak (Quercus hemisphaerica)	16.1	10	Healthy	
27.45214677	-80.36902655	468	Laurel Oak (Quercus hemisphaerica)	27.8	10	Healthy	
27.45214856	-80.36910743	469	Laurel Oak (Quercus hemisphaerica)	28.5	10	Healthy	
27.45218721	-80.36910969	470	Laurel Oak (Quercus hemisphaerica)	24.1	7	Healthy	Hollow area
27.45221042	-80.369305	471	Laurel Oak (Quercus hemisphaerica)	33.5	10	Healthy	
27.45228491	-80.36890214	472	Slash Pine (Pinus elliottii var. densa)	18.7	10	Healthy	
27.45217126	-80.36874522	473	Slash Pine (Pinus elliottii var. densa)	19.6	10	Healthy	
27.45210801	-80.36872882	474	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45208358	-80.36870506	475	Slash Pine (Pinus elliottii var. densa)	16.5	10	Healthy	
27.45210607	-80.36858747	476	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45210414	-80.3686263	477	Slash Pine (Pinus elliottii var. densa)	22	10	Healthy	
27.45220668	-80.36863292	478	Slash Pine (Pinus elliottii var. densa)	14	10	Healthy	
27.4522141	-80.3685771	479	Laurel Oak (Quercus hemisphaerica)	16	10	Healthy	
27.45222092	-80.36860496	480	Slash Pine (Pinus elliottii var. densa)	18.7	10	Healthy	
27.45220177	-80.36864163	481	Laurel Oak (Quercus hemisphaerica)	30.2	10	Healthy	
27.45223429	-80.36861199	482	Slash Pine (Pinus elliottii var. densa)	14.3	10	Healthy	
27.4522536	-80.36865515	483	Slash Pine (Pinus elliottii var. densa)	14.2	10	Healthy	
27.45224087	-80.36871738	484	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45224203	-80.36872794	485	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4522356	-80.3687387	486	Live Oak (Quercus virginiana)	17.3	10	Healthy	
27.45230264	-80.36879528	487	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45231829	-80.36891488	488	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45240327	-80.36883876	489	Slash Pine (Pinus elliottii var. densa)	15.9	10	Healthy	
27.4523759	-80.36885452	490	Laurel Oak (Quercus hemisphaerica)	23.6	10	Healthy	
27.45236594	-80.36884798	491	Slash Pine (Pinus elliottii var. densa)	14.8	10	Healthy	

27.45238066	-80.36882405	492	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45236526	-80.36872155	493	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45234866	-80.36868908	494	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45237937	-80.36870619	495	Slash Pine (Pinus elliottii var. densa)	16.9	10	Healthy	
27.45242496	-80.36835187	496	Slash Pine (Pinus elliottii var. densa)	12.7	10	Healthy	
27.45242624	-80.36839366	497	Laurel Oak (Quercus hemisphaerica)	14.8	10	Healthy	
27.45234441	-80.36830318	498	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45233783	-80.36826129	499	Laurel Oak (Quercus hemisphaerica)	19.5	10	Healthy	
27.45230301	-80.36829188	500	Slash Pine (Pinus elliottii var. densa)	15.9	10	Healthy	
27.4521977	-80.36835811	501	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45222917	-80.36833647	502	Slash Pine (Pinus elliottii var. densa)	15.4	10	Healthy	
27.45242517	-80.36840931	503	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45241879	-80.36842144	504	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45241373	-80.36849695	505	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45239702	-80.36854509	506	Laurel Oak (Quercus hemisphaerica)	26	10	Healthy	
27.45249869	-80.36851964	507	Laurel Oak (Quercus hemisphaerica)	18.3	10	Healthy	
27.45260455	-80.36833677	508	Laurel Oak (Quercus hemisphaerica)	19.6	10	Healthy	
27.45259928	-80.36832316	509	Slash Pine (Pinus elliottii var. densa)	16.1	10	Healthy	
27.45256825	-80.3684273	510	Slash Pine (Pinus elliottii var. densa)	12.4	10	Healthy	
27.4526039	-80.36844847	511	Laurel Oak (Quercus hemisphaerica)	12.7	10	Healthy	
27.45268819	-80.3684201	512	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4527216	-80.36843988	513	Slash Pine (Pinus elliottii var. densa)	14.4	10	Healthy	
27.4527263	-80.36837374	514	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45276501	-80.3684133	515	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45276952	-80.36839347	516	Slash Pine (Pinus elliottii var. densa)	14.6	10	Healthy	
27.45280411	-80.36830733	517	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45281412	-80.36838329	518	Slash Pine (Pinus elliottii var. densa)	14.5	10	Healthy	
27.45277382	-80.36861413	519	Slash Pine (Pinus elliottii var. densa)	12.2	10	Healthy	
27.45257309	-80.36849735	520	Laurel Oak (Quercus hemisphaerica)	13.4	10	Healthy	
27.45256407	-80.36853576	521	Slash Pine (Pinus elliottii var. densa)	14.3	10	Healthy	
27.45258935	-80.36857902	522	Slash Pine (Pinus elliottii var. densa)	14	10	Healthy	
27.45257236	-80.36857515	523	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45255439	-80.36861082	524	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45259183	-80.36864977	525	Slash Pine (Pinus elliottii var. densa)	12.2	10	Healthy	
27.45246019	-80.36869292	526	Laurel Oak (Quercus hemisphaerica)	31.2	10	Healthy	
27.45246666	-80.3686691	527	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45246497	-80.36866306	528	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45244893	-80.36868686	529	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45242131	-80.36870467	530	Slash Pine (Pinus elliottii var. densa)	12.9	10	Healthy	
27.45249059	-80.36873209	531	Slash Pine (Pinus elliottii var. densa)	16.3	10	Healthy	
27.45256967	-80.36881931	532	Slash Pine (Pinus elliottii var. densa)	13.7	10	Healthy	
27.45257812	-80.36876011	533	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45257584	-80.36874592	534	Slash Pine (Pinus elliottii var. densa)	13	10	Healthy	
27.45258203	-80.36871847	535	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45260912	-80.36874944	536	Slash Pine (Pinus elliottii var. densa)	12.8	10	Healthy	
27.45269575	-80.36870685	537	Slash Pine (Pinus elliottii var. densa)	13.9	10	Healthy	
27.45280637	-80.36882929	538	Slash Pine (Pinus elliottii var. densa)	15.4	10	Healthy	
27.45270953	-80.36882962	539	Slash Pine (Pinus elliottii var. densa)	17.2	10	Healthy	
27.45259923	-80.36885085	540	Slash Pine (Pinus elliottii var. densa)	12.8	10	Healthy	
27.4525502	-80.36890145	541	Laurel Oak (Quercus hemisphaerica)	32.8	10	Healthy	
27.4525633	-80.36889801	542	Laurel Oak (Quercus hemisphaerica)	27.5	10	Healthy	
27.45258356	-80.36895859	543	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4525357	-80.36891541	544	Laurel Oak (Quercus hemisphaerica)	14.1	10	Healthy	
27.45243461	-80.36888778	545	Slash Pine (Pinus elliottii var. densa)	13.3	10	Healthy	
27.45243882	-80.36891492	546	Slash Pine (Pinus elliottii var. densa)	12.5	10	Healthy	
27.45232581	-80.36893651	547	Slash Pine (Pinus elliottii var. densa)	16.8	10	Healthy	
27.45237035	-80.36901716	548	Slash Pine (Pinus elliottii var. densa)	15.1	10	Healthy	
27.45238629	-80.36903062	549	Slash Pine (Pinus elliottii var. densa)	18.2	10	Healthy	
27.45242251	-80.36897093	550	Laurel Oak (Quercus hemisphaerica)	15.3	10	Healthy	
27.45244685	-80.36908663	551	Slash Pine (Pinus elliottii var. densa)	22	10	Healthy	
27.45255089	-80.36909298	552	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45257074	-80.36906399	553	Slash Pine (Pinus elliottii var. densa)	14.3	10	Healthy	
27.4525971	-80.36899071	554	Slash Pine (Pinus elliottii var. densa)	13.3	10	Healthy	
27.4525521	-80.36899167	555	Slash Pine (Pinus elliottii var. densa)	14.7	10	Healthy	
27.45255585	-80.36901437	556	Laurel Oak (Quercus hemisphaerica)	20.3	10	Healthy	
27.45266007	-80.36904024	557	Slash Pine (Pinus elliottii var. densa)	16.8	10	Healthy	
27.45267353	-80.36897015	558	Laurel Oak (Quercus hemisphaerica)	33.9	10	Healthy	
27.45267669	-80.36893763	559	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4527921	-80.36896919	560	Laurel Oak (Quercus hemisphaerica)	14.6	10	Healthy	
27.45276149	-80.36903992	561	Slash Pine (Pinus elliottii var. densa)	18.5	10	Healthy	
27.45264221	-80.36911359	562	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45263641	-80.36919883	563	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45272312	-80.36927325	564	Slash Pine (Pinus elliottii var. densa)	17	10	Healthy	
27.4527056	-80.36924291	565	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45265101	-80.36927028	566	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45257834	-80.3692908	567	Slash Pine (Pinus elliottii var. densa)	16.5	10	Healthy	
27.4525821	-80.36929925	568	Slash Pine (Pinus elliottii var. densa)	14.1	10	Healthy	
27.45255583	-80.36923871	569	Slash Pine (Pinus elliottii var. densa)	12.3	10	Healthy	
27.452567	-80.36921999	570	Slash Pine (Pinus elliottii var. densa)	14.7	10	Healthy	
27.45253417	-80.36922792	571	Slash Pine (Pinus elliottii var. densa)	14.1	10	Healthy	
27.45246778	-80.36925374	572	Laurel Oak (Quercus hemisphaerica)	16.5	10	Healthy	
27.45248504	-80.36920941	573	Slash Pine (Pinus elliottii var. densa)	16.9	10	Healthy	

27.45231358	-80.36936373	574	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45229407	-80.3693491	575	Laurel Oak (Quercus hemisphaerica)	13	10	Healthy	
27.45249419	-80.3694093	576	Laurel Oak (Quercus hemisphaerica)	18.7	10	Healthy	
27.45264653	-80.36947601	577	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45262484	-80.36949254	578	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45262893	-80.36948971	579	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45255913	-80.3695368	580	Laurel Oak (Quercus hemisphaerica)	24.7	10	Healthy	
27.4525525	-80.36950295	581	Slash Pine (Pinus elliottii var. densa)	14.8	10	Healthy	
27.45258573	-80.36955119	582	Laurel Oak (Quercus hemisphaerica)	24.9	10	Healthy	
27.45266083	-80.36964222	583	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45278016	-80.36961503	584	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45202077	-80.36925338	585	Laurel Oak (Quercus hemisphaerica)	13.1	10	Healthy	
27.4517738	-80.36942038	586	Laurel Oak (Quercus hemisphaerica)	46.5	10	Healthy	
27.45172807	-80.36949678	587	Laurel Oak (Quercus hemisphaerica)	23.7	10	Healthy	
27.45179284	-80.3695352	588	Laurel Oak (Quercus hemisphaerica)	32.2	10	Healthy	
27.45176186	-80.36953559	589	Laurel Oak (Quercus hemisphaerica)	43.3	10	Healthy	
27.4517536	-80.36963459	590	Live Oak (Quercus virginiana)	36.1	10	Healthy	
27.451764	-80.36968469	591	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45176989	-80.36971296	592	Live Oak (Quercus virginiana)	35.1	10	Healthy	
27.45171573	-80.36965788	593	Laurel Oak (Quercus hemisphaerica)	13.3	10	Healthy	
27.45169955	-80.36965703	594	Laurel Oak (Quercus hemisphaerica)	19.8	10	Healthy	
27.45160511	-80.3697057	595	Laurel Oak (Quercus hemisphaerica)	15	10	Healthy	
27.45159853	-80.36968641	596	Laurel Oak (Quercus hemisphaerica)	25.8	10	Healthy	
27.45157235	-80.36969968	597	Laurel Oak (Quercus hemisphaerica)	13.5	10	Healthy	
27.45146205	-80.3695931	598	Laurel Oak (Quercus hemisphaerica)	94.2	10	Healthy	
27.4513745	-80.36981917	599	Live Oak (Quercus virginiana)	30.9	10	Healthy	
27.45135132	-80.36986631	600	Live Oak (Quercus virginiana)	21.1	10	Healthy	
27.45128596	-80.36992563	601	Laurel Oak (Quercus hemisphaerica)	18.8	10	Healthy	
27.45130525	-80.3700978	602	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45132662	-80.37009108	603	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45144726	-80.37007671	604	Laurel Oak (Quercus hemisphaerica)	45.2	10	Healthy	
27.45121584	-80.36864784	605	Laurel Oak (Quercus hemisphaerica)	12.6	10	Healthy	
27.45122887	-80.36857869	606	Laurel Oak (Quercus hemisphaerica)	13.9	10	Healthy	
27.45121646	-80.36940254	607	Laurel Oak (Quercus hemisphaerica)	20.9	10	Healthy	
27.4511894	-80.36982024	608	Laurel Oak (Quercus hemisphaerica)	25.7	10	Healthy	
27.45177643	-80.37027117	609	Laurel Oak (Quercus hemisphaerica)	19.3	10	Healthy	
27.45179175	-80.37036407	610	Laurel Oak (Quercus hemisphaerica)	14.4	10	Healthy	
27.45182165	-80.37047654	611	Laurel Oak (Quercus hemisphaerica)	24.1	10	Healthy	
27.45191874	-80.37037788	612	Laurel Oak (Quercus hemisphaerica)	12.2	10	Healthy	
27.45194519	-80.3704991	613	Laurel Oak (Quercus hemisphaerica)	20.8	10	Healthy	
27.4519313	-80.3706102	614	Laurel Oak (Quercus hemisphaerica)	12.9	10	Healthy	
27.45182805	-80.37091963	615	Laurel Oak (Quercus hemisphaerica)	12.3	10	Healthy	
27.45196478	-80.37098646	616	Laurel Oak (Quercus hemisphaerica)	21.8	10	Healthy	
27.45200854	-80.37105131	617	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45205894	-80.37098867	618	Laurel Oak (Quercus hemisphaerica)	13.8	10	Healthy	
27.4519669	-80.37121384	619	Laurel Oak (Quercus hemisphaerica)	13	10	Healthy	
27.45206115	-80.37128963	620	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45219117	-80.37122101	621	Laurel Oak (Quercus hemisphaerica)	14.8	10	Healthy	
27.45219349	-80.37131155	623	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45219196	-80.37128773	622	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45220297	-80.37112671	624	Laurel Oak (Quercus hemisphaerica)	13.3	10	Healthy	
27.45227375	-80.37108897	625	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45232329	-80.3710935	626	Laurel Oak (Quercus hemisphaerica)	15.7	10	Healthy	
27.45219254	-80.37095925	627	Live Oak (Quercus virginiana)	25.3	10	Healthy	
27.45223211	-80.37088513	628	Laurel Oak (Quercus hemisphaerica)	17.9	10	Healthy	
27.45225719	-80.37070262	629	Laurel Oak (Quercus hemisphaerica)	27	10	Healthy	
27.45231987	-80.37063783	630	Laurel Oak (Quercus hemisphaerica)	13.8	10	Healthy	
27.45244803	-80.37071608	631	Laurel Oak (Quercus hemisphaerica)	12.3	10	Healthy	
27.45253098	-80.37072317	632	Laurel Oak (Quercus hemisphaerica)	24.6	10	Healthy	
27.45254749	-80.37068073	633	Laurel Oak (Quercus hemisphaerica)	14.2	10	Healthy	
27.45254552	-80.37063624	634	Laurel Oak (Quercus hemisphaerica)	15.3	10	Healthy	
27.45260904	-80.37065546	635	Laurel Oak (Quercus hemisphaerica)	14	10	Healthy	
27.45266433	-80.37068714	636	Laurel Oak (Quercus hemisphaerica)	14.6	10	Healthy	
27.45278327	-80.37087486	637	Laurel Oak (Quercus hemisphaerica)	13	10	Healthy	
27.45275315	-80.37033954	638	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45276261	-80.370279	639	Slash Pine (Pinus elliottii var. densa)	16	10	Healthy	
27.45271868	-80.37035933	640	Slash Pine (Pinus elliottii var. densa)	14.5	10	Healthy	
27.45273411	-80.37033226	641	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45270816	-80.37032548	642	Slash Pine (Pinus elliottii var. densa)	19.2	10	Healthy	
27.45269477	-80.37031274	643	Slash Pine (Pinus elliottii var. densa)	16.5	10	Healthy	
27.45260373	-80.37044752	644	Slash Pine (Pinus elliottii var. densa)	24.7	10	Healthy	
27.45255087	-80.37032139	645	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45270846	-80.37020914	646	Laurel Oak (Quercus hemisphaerica)	20.6	10	Healthy	
27.45267811	-80.37015852	647	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4526865	-80.37020411	648	Laurel Oak (Quercus hemisphaerica)	13.6	10	Healthy	
27.45265146	-80.37021559	649	Laurel Oak (Quercus hemisphaerica)	13.1	10	Healthy	
27.45255258	-80.37023133	650	Laurel Oak (Quercus hemisphaerica)	14.2	10	Healthy	
27.45245654	-80.37024208	651	Laurel Oak (Quercus hemisphaerica)	17.2	10	Healthy	
27.45227604	-80.37018677	652	Laurel Oak (Quercus hemisphaerica)	22.8	10	Healthy	
27.45232918	-80.37019041	653	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4525462	-80.37006632	654	Laurel Oak (Quercus hemisphaerica)	25.2	10	Healthy	
27.45262295	-80.36986285	655	Laurel Oak (Quercus hemisphaerica)	33.6	10	Healthy	

27.45259835	-80.36979937	656	Laurel Oak (Quercus hemisphaerica)	15.2	10	Healthy	
27.45259705	-80.36983013	657	Laurel Oak (Quercus hemisphaerica)	12.5	10	Healthy	
27.45255111	-80.36974495	658	Live Oak (Quercus virginiana)	39.3	10	Healthy	
27.45221612	-80.36980182	659	Laurel Oak (Quercus hemisphaerica)	17.7	10	Healthy	
27.4521536	-80.36995424	660	Laurel Oak (Quercus hemisphaerica)	20.9	10	Healthy	
27.4522721	-80.37002946	661	Laurel Oak (Quercus hemisphaerica)	27.5	10	Healthy	
27.4524072	-80.37006706	662	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45238404	-80.36991592	663	Laurel Oak (Quercus hemisphaerica)	14	10	Healthy	
27.45235542	-80.36997111	664	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.4523305	-80.36996775	665	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45233015	-80.36995347	666	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45222917	-80.36998438	667	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45202299	-80.36993786	668	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45222276	-80.37048458	669	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	
27.45234006	-80.37057274	670	Cabbage Palm (Sabal Palmetto)	0	10	Healthy	

Total DBH	11128
Palms	172
Laurel Oak	300
Live Oak	85
Slash Pine	113



1. Tree 14 - rot.



2. Tree 69 – extreme lean.



3. Tree 82 – Beehive.



4. Tree 12 – Rot.



5. Tree 25 – included bark w/ants.



6. Tree 113 - Canker.



7. Tree 134 – hollowing and rot.



8. Tree 460 - Hollowing.



9. Tree 113 – extreme canker.



10. Tree 387 – extreme lean.



11. Tree 391 – extreme hollowing.



12. Tree 470 – hollowing, potential nest.

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2795650 OR BOOK 2483 PAGE 1551, Recorded 02/09/2006 at 02:53 PM
Doc Tax: $34650.00

Prepared by and Return to:

Richard W. Hawthorne, Esq.
Foley & Lardner LLP
One Independent Drive, Suite 1300
Jacksonville, FL 32202
061784/0102

Tax Parcel # 2407-144-0001-000-5
2407-124-0001-000-3
2408-233-0001-000-1

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 31st day of January, 2006, by and between **FM FLORIDA LAND COMPANY LLC**, a Delaware limited liability company, whose address for notices is 1682 West Hibiscus Boulevard, Melbourne, Florida 32901 (the "Grantor"), and **FM MILLCREEK HOLDING, LLC**, a Florida limited liability company, whose address for notices is 1682 West Hibiscus Boulevard, Melbourne, Florida 32901 (the "Grantee").

W I T N E S S E T H:

That the Grantor, in consideration of the sum of Ten Dollars and other valuable consideration paid by the Grantee, receipt and sufficiency of which is acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the following described real property located in St. Lucie County, Florida (the "Property").

See **Exhibit A** attached hereto and incorporated herein.

Together with all the rights, tenements, improvements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the same in fee simple forever.

The benefits and obligations hereunder shall inure to and be binding upon the successors and assigns of the respective parties hereto, and the Grantor warrants that, except as provided on **Exhibit B** attached hereto as to which matters this conveyance is expressly made subject, at the time of delivery of this deed, the Property was free from all encumbrances made by the Grantor and that Grantor will warrant and defend the same against lawful claims and demands of all persons claiming, by, through or under the Grantor but against none other. Grantor warrants that the Property is not homestead property.

CLERK'S NOTE: This transaction is a conveyance of real estate to a wholly-owned entity. The real estate is encumbered with a mortgage securing the principal sum of $4,950,000. Accordingly, pursuant to Crescent Miami Center, LLC v. Department of Revenue, SC03-2063 (May 19, 2005), deed documentary stamp taxes in the amount of $34,650.00 are being paid in connection with the recordation of this document based on the outstanding principal sum secured by the mortgage.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument as of the day and year first above written.

Signed and sealed in the presence of:

Nandra R. Ramnarine
Print or type name

Jannine Henzell
Print or type name

"GRANTOR"

FM FLORIDA LAND COMPANY, LLC, a Delaware limited liability company

By: Forte Macaulay Development Consultants, Inc., a Florida corporation
Its Manager

By: _____
Name: HUGH M. EVANS, JR.
Title: President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 27th day of January, 2006, by Hugh M. Evans, Jr., as President of Forte Macaulay Development Consultants, Inc., a Florida corporation, the Manager of FM Florida Land Company, LLC, a Delaware limited liability company. Such person did not take an oath and: *(notary must check applicable box)*

- ☑ is/are personally known to me.
- ☐ produced a current _____ driver's license as identification.
- ☐ produced _____ as identification.

{Notary Seal must be affixed}

Signature of Notary

Nandra R. Ramnarine
Name of Notary

Commission Number (if not legible on seal): _____
My Commission Expires (if not legible on seal): _____

Notary Public State of Florida
Nandra R Ramnarine
My Commission DD488190
Expires 01/10/2010

Exhibit "A"
Legal Description

Parcel A:

A parcel of land lying in Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida. Being more particularly described as follows:

PARCEL 1:

The S ½ of the SE ¼ of the NE ¼ of the NE ¼; and the SW ¼ of the NE ¼ of the NE ¼; and SE ¼ of the NW ¼ of the NE ¼; LESS the North 50 feet thereof; and SE ¼ of the NE ¼, LESS the North 254.5 feet of the South 294.5 feet of the East 300 feet of the SE ¼ of the SE ¼ of the NE ¼; and the East 791.25 feet of the SW ¼ of the NE ¼; LESS rights of way for public roads and drainage canals as to all of said parcels; all in Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida.

PARCEL 2:

The North 254.5 feet of the South 294.5 feet of the East 300 feet of the SE ¼ of the SE ¼ of the NE ¼ of Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida.

PARCEL 3:

That part of the West 25 feet of the SW ¼ of the SW ¼ of the NW ¼ of Section 8, Township 35 South, Range 40 East, which lies North of Orange Avenue Extension and South of the drainage canal (said 25 foot strip being approximately 355 feet North and South); LESS and except that portion taken for Road Right of Way as described as Parcel No. 211 in Official Records Book 1415, Page 421, St. Lucie County, Florida.

LESS AND EXCEPT THE SOUTH 600.00 FEET THEREOF.

Parcel B:

A parcel of land lying in Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida. Being more particularly described as follows:

The West 725.27 feet of the South 600.00 feet of the following described property:

The East 791.25 feet of the Southwest quarter of the Northeast quarter of said Section 7, Less Right-of-Way for public roads and drainage canals.

LESS AND EXCEPT THE FOLLOWING PARCEL:

A portion of the Southwest Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 7, Township 35 South, Range 40 East, St. Lucie County, Florida being more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 7; thence North 00°00'56" East along the east line of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 7, for 40.00 feet; thence South 89°42'09" West along a line 40 feet north from and parallel with, as measured at right angles to the South line of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 7, for 65.98 feet to the Point of Beginning; Thence continue South 89°42'09" West along said parallel line, for 157.17 feet; Thence North 00°17'51" West, for 92.93 feet to a Point of Curvature with a curve concave to the Southwest, said curve having a radius of 206.46 feet and a central angle of 34°44'37"; Thence Northwesterly along said curve for 125.20 feet to a Point of Tangency; Thence North 35°02'28" West, for 109.91 feet to a Point of Curvature with a curve concave to the East, said curve having a radius of 280.00 feet and a central angle of 39°48'56"; Thence Northerly along said curve for 194.58 feet to a Point of Tangency; Thence North 04° 46'28" East, for 18.58 feet to a Point of Curvature with a curve concave to the East, said curve having a radius of 477.11 and a central angle of 11°47'43"; Thence Northerly along said curve for 98.22 feet; Thence North 89°42'09" East along a line 640 feet North from and Parallel with, as measured at right angles to the South line of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 7, for 288.42 feet; Thence South 00°00'56" West along the East line of the West 725.27 feet of the East 791.25 feet of the Southwest Quarter (SW ¼) of the Northeast Quarter (NE ¼) of said Section 7, for 600.01 feet to the Point of Beginning.

Subject to existing easements, rights-of-way, covenants, reservations and restrictions of record, if any.

Said lands lying and situate in St. Lucie County, Florida.

Exhibit B

1. Real estate taxes and assessments for the year 2006 and subsequent years, not yet due and payable.

2. Reservation as set forth in instrument recorded in O.R. Book 629, page 913 of the public records of St. Lucie County, Florida.

3. Easement granted to Florida Power & Light Company by instrument recorded in Deed Book 74, page 238 of the public records of St. Lucie County, Florida.

4. Easement granted to Florida Power & Light Company by instrument recorded in O.R. Book 190, page 1094 of the public records of St. Lucie County, Florida.

5. Subordination of Utility Interests as set forth in instrument recorded in O.R. Book 1415, page 770 of the public records of St. Lucie County, Florida.

6. Easement and Right of Way as set forth in instrument recorded in O.R. Book 1415, page 421, as affected by Agreed Stipulated Final Judgment recorded in O.R. Book 1669, page 2211, both of the public records of St. Lucie County, Florida.

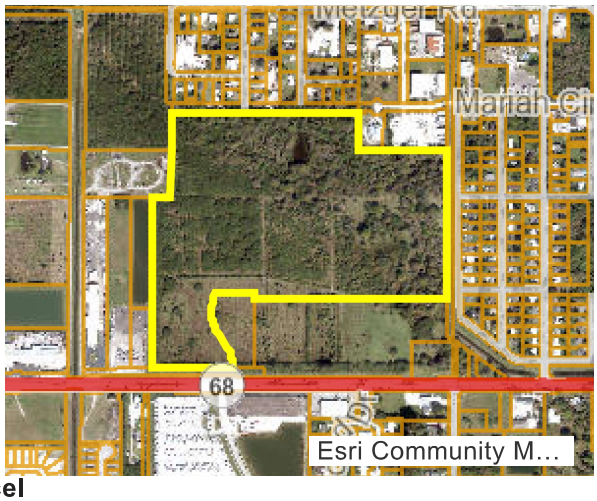
7. Mortgage, Security Agreement and Assignment of Leases and Rents in favor of Branch Banking and Trust Company recorded in O.R. Book 2430, page 2550 of the public records of St. Lucie County, Florida.

8. Rights of tenants pursuant to unrecorded Lease Agreement dated November 18, 2005 between Orange Avenue Development, LLC, as lessor, and Harry B. Albritton, as lessee, as assigned to FM Florida Land Company, LLC pursuant to Assignment and Assumption of Lease dated November 28, 2005.

Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Friday, July 19, 2024

Parcel Report



Parcel

PARCELNO: 2407-124-0001-000-3

Property ID: 19834

Owner1: FM Millcreek Holding LLC

SiteAddress: ORANGE AVE

Owner

Owner1: FM Millcreek Holding LLC

Owner2:

Owner3:

MailingAddress: 1698 W Hibiscus Blvd, Unit Ste A Melbourne, FL 32901-2639

Overview

PrimaryLandUse: 6000 - GRZNG SLD CP

DistrictGroup: 0022 - Fort Pierce

Subdivision: Metes and Bounds

Just/Market Value: $2,820,329

FinishedArea:

Acres: 62.51

TotalArea: 2,722,935.6

Legal Description

LegalDescription: 7 35 40 S 1/2 OF SE 1/4 OF NE 1/4 OF NE 1/4 AND SW 1/4 OF NE 1/4 OF NE 1/4 AND SE 1/4 OF NW 1/4 OF NE 1/4-LESS N 50 FT FOR RD R/W- AND SE 1/4 OF NE 1/4-LESS S 600 FT AND LESS FOR CANAL R/W- AND E 791.25 FT OF SW 1/4 OF NE 1/4-LESS E 65.98 FT OF S 600 FT AND LESS RD AND CANAL R/W AND LESS THAT PART MPDAF: FROM SE COR OF SW 1/4 OF NE 1/4 RUN N 00 00 56 E 40 FT,TH S 89 42 09 W 65.98 FT TO POB,TH CONT S 89 42 09 W 157.17 FT,TH N 00 17 51 W 92.93 FT TO CURVE CONC SW,R OF 206.46 FT,TH NWLY ALG ARC 125.20 FT,TH N 35 02 28 W 109.91 FT TO CURVE CONC E,R OF 280 FT,TH NLY ALG ARC 194.58 FT,TH N 04 46 28 E 18.58 FT TO CURVE CONC E,R OF 477.11 FT,TH NLY ALG ARC 98.22 FT,TH N 89 42 09 E 288.42 FT,TH S 00 00 56 W 600.01 FT TO POB-LESS ADDN R/W AS IN OR 3026-1790 SUBJ TO PERM DR ESMT AS IN CA 82-59.05-AND LESS ADDN RD R/W AS IN OR 3210-468-(62.51 AC) (OR 2483-1551)

Value History

Year	Just/Market Value	Building Value	Land Value	SFYI Value	Assessed Value	Exemption Amount	County Taxable	Save Our Home OR 10% Cap Differential	Ag Credit
2023	$2,820,329	$1,300	$2,819,029	$0	$17,543	$0	$17,543	$947	$2,801,839
2022	$1,354,434	$1,300	$1,353,134	$0	$17,511	$0	$17,511	$979	$1,335,944
2021	$826,432	$1,300	$825,132	$0	$17,482	$0	$17,482	$1,008	$807,942

Tax Links

SLC Tax Collector's Office taxes for this parcel

Download TRIM notice for this parcel

Special Assessments

Description	Start Year	Units	Amount
Fort Pierce Stormwater Charge	2023	169.7	11,709.3
North St. Lucie Water Management District	2013	62.51	1,500.24

Land Lines

Line Number	Units	Unit Type
1	56	MACR
2	6.51	MACR
3	62.51	CACR

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
01/30/2006	$4,950,000	XX01	WD	FM Florida Land Company LLC	2483-1551	Clerk of Courts
11/22/2005	$6,616,000	XX02	SPWD	Orange Ave Dev LLC	2430-2546	Clerk of Courts
04/06/2004	$3,000,000	XX02	WD	Linda Davis Trust	1940-2324	Clerk of Courts
04/02/2004	$100	XX04	WD	Linda Davis Trust	1940-2328	Clerk of Courts
04/01/2004	$100	XX04	WD	Linda Davis Trust	1940-2330	Clerk of Courts
03/31/2004	$100	XX04	WD	Linda Davis Trust	1940-2326	Clerk of Courts
01/25/1998	$100	XX04	PRDEED	Linda	1124-1276	Clerk of Courts
01/25/1998	$100	XX04	PRDEED	Linda	1124-1271	Clerk of Courts
01/25/1998	$100	XX04	PRDEED		1124-1266	Clerk of Courts
12/26/1996	$100	XX02	PRDEED	Jean M Davis	1053-1888	Clerk of Courts
12/20/1994	$850,000	XX02	WD	Jean M Davis	935-1908	Clerk of Courts

Photos



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Residential/Industrial	IND/MXD (SLC)	IL/RS-4 (SLC)
South	Commercial	CC (FP) COM (SLC)	C-3 (FP) CG (SLC)
East	Residential	RH (SLC)	IL/RS-4 (SLC)
West	Industrial	I/CI (FP) IND (SLC)	I-1 (FP) IL (SLC)

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RM	PD	12 du/ac	62.51	X
****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 114,140
**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 114,140
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

C. Parks and Recreation (Residential Classifications Only): allowed per zoning / proposed
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people	923.55 ac	907.4 ac	-16.15 ac
Urban District	5 acres per 1,000 people	230.89 ac	226.85 ac	-4.04 ac
Community	2.5 acres per 1,000 people	115.45 ac	113.42 ac	-2.02 ac
Neighborhood	1.36 acres per 1,000 people	62.80 ac	61.70 ac	-1.10 ac

D. Public Schools (Residential Classifications Only): Zoning allows for 750 du
Single Family: (du x 0.405 = students/70% K-8/30% High) Site plan proposed (439 du)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name	Samuel Gaines Academy	Westwood High School
City	Fort Pierce	Fort Pierce
Distance	1.80 Miles	0.80 Miles
Current Zoning/FLU Enrollment Demand	zoning 525 (proposed 178)	zoning 225 (proposed 53)
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	per zoning 100 yards / per proposed site plan 60 yards
**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	See attached Stormwater/Drainage Statement

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 plan 3,367	proposed plan 215/282
****Proposed Zoning/FLU**		
***Change in Demand**	Trips	Trips
Impact to Capacity	The number of trips will decrease from the max per zoning (750 du allowed per zoning, 439 du proposed)	

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: 439 Single Family: 130 Multifamily: 309 (tow
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	1/2/3	44/86/0	29.5/21.5/11.5		
Single-family, attached	1/2/3	108/71/130	29.5/21.5/11.5		
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

J F O G R O U P I N C
Traffic Engineering • Transportation Planning

www.jfogroupinc.com

June 24, 2024 *Sent via e-mail: maston.crapps@dreamfindershomes.com*

Maston Crapps, Regional VP
Dream Finders Homes
14701 Philips Hwy., Suite 300
Jacksonville, FL 32256

Re: MILLCREEK PD • SIGNAL WARRANT ANALYSIS
Orange Avenue and Project Entrance/Bent Creek Dr
Parcel ID 2407-124-0001-000-3

Dear Maston,

JFO Group Inc. has been retained to prepare a signal warrant analysis to assess the potential need for signalization at the intersection of Orange Avenue and Project Entrance/Bent Creek Drive associated with the proposed site plan for the Millcreek PD project. The Millcreek PD project is proposing 313 townhomes and 130 single family homes.

Exhibit 1 includes the trip generation for the proposed project. As shown in Exhibit 1, the net Daily, AM and PM peak hour trips potentially generated due to the planned development are 3,367, 215 (54 In/161 Out) and 282 (178 In/104 Out) trips respectively. Exhibit 2 includes a conceptual site plan for the proposed project.

Exhibit 3 includes population projections from the University of Florida's Bureau of Economic and Business Research (BEBR) for St Lucie County. According to Exhibit 3 and in order to provide a conservative analysis, a medium growth rate of 1.50% was used in this analysis and applied to the June 20, 2024 counts which were also adjusted by FDOT's Peak Season Factors. Exhibit 4 includes the field data collection.

12-hour turning movement volumes from 7AM to 7PM were calculated at the subject intersection using field data and percentage of daily traffic coefficients from the 11th Edition of the Trip Generation Manual from the Institute of Transportation Engineers (ITE). See Exhibit 5. Even though the project is providing cross connections with two (2) adjacent properties and a direct connection to Mariah Cir, as part of a conservative analysis, it was assumed that 100% of all project traffic will access the site through the subject intersection.

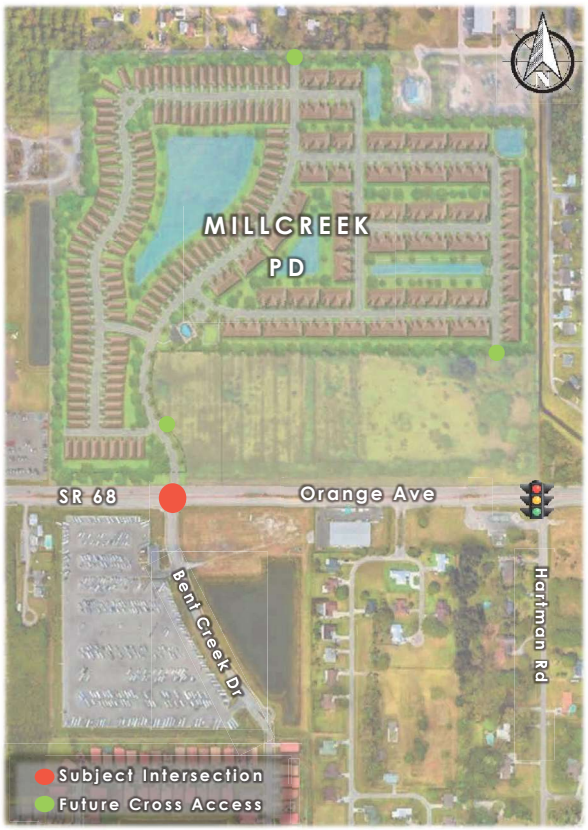


Figure 1 : Project Location

The nearest signalized intersection to the project is located at the Orange Avenue and Hartman Road intersection which is located approximately 1,550 feet east of the study intersection.

There are nine warrants included in the *Manual on Uniform Traffic Control Devices (MUTCD)* manual, only three (3) were evaluated in this analysis: Eight-Hour Vehicular Volume, Four-Hour Vehicular Volume and Peak Hour. The remaining warrants were either considered to be not applicable for this location or necessary information was not available.

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Exhibit 6 includes the HCS2024 Warrants Report for 2027 conditions which is the anticipated buildout for the Millcreek PD project. According to the *Manual on Uniform Traffic Control Devices (MUTCD*) for Streets and Highways, a traffic signal should be installed if one or more of the signal warrants are met. According to FDOT District 4, Warrants 1 and 7 are required to be met in order for a new traffic signal to be approved. This analysis shows that the Orange Avenue and Project Entrance/Bent Creek Drive meets *Warrant 3: Peak Hour* at project buildout in the year 2027 while it does not meet *Warrant 1: Eight-Hour Vehicular Volume*.

Furthermore, as required during the pre-application meeting on June 13, 2024, Exhibit 7 includes Synchro 12 (HCM 7) analyses for both AM and PM peak hours to determine the adequacy of the existing eastbound U/left turn lane that will be servicing the proposed project driveway. Table 1 summarizes the results of the HCM analysis. As shown in Table 1, the existing eastbound U/Left turn lane will be able to accommodate existing, forecasted and left turn project traffic at project build-out in the year 2027.

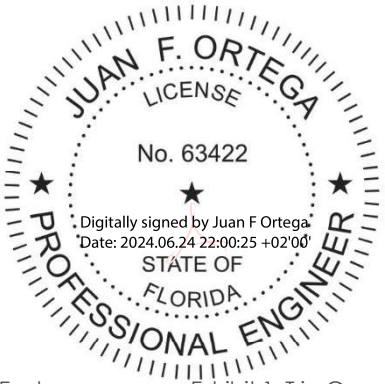
Table 1: Orange Ave & Bent Creek Dr Eastbound Left Turn Lane

	AM	PM
2027 Eastbound Left Demand	27	96
95th Percentile BQ (ft/ln)	2.5	12.5
95th Percentile BQ (veh/ln)	0.1	0.5
Exiting U-Turn (feet)	225' + 50' Taper	
FDOT 212-1[1]	197.5' + 50' Taper	

In conclusion, according to FDOT policies, a traffic signal at Orange Avenue and Project Entrance/Bent Creek Drive is not warranted. Consequently, the installation of a traffic signal device at the Orange Avenue and Project Entrance/Bent Creek Dr intersection is not recommended at this time. Similarly, according to the intersection operational analysis, the existing eastbound U-turn lane will be able to accommodate existing traffic and the future traffic generated by the Millcreek PD development.

Sincerely,

JFO GROUP INC
COA Number 32276



Enclosures:
Exhibit 1: Trip Generation
Exhibit 2: Conceptual Site Plan
Exhibit 3: BEBR Population Growth
Exhibit 4: Field Data Collection
Exhibit 5: Intersection Volume Development
Exhibit 6: Signal Warrant Analysis
Exhibit 7: HCM Operational Analysis

[1] Total Decel. Distance: 185' + Queue Length: 12.5'

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This item has been electronically signed and sealed by Dr. Juan F. Ortega PE on June 24, 2024 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Millcreek PD
Trip Generation - ITE 11th Edition

Land Use	ITE Code	Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Single Family Detached	210	LN(T)=0.92LN(X)+2.68	26%	74%	LN(T)=0.91LN(X)+0.12	63%	37%	LN(T)=0.94LN(X)+0.27
Townhomes	220	T = 6.41(X) + 75.31	24%	76%	T = 0.31(X) + 22.85	63%	37%	T = 0.43(X) + 20.55

Land Use	Intensity	Daily Traffic	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Single Family Detached	130 DUs	1,285	25	70	95	80	47	127
Townhomes	313 DUs	2,082	29	91	120	98	57	155
Total Traffic		***3,367***	***54***	***161***	***215***	***178***	***104***	***282***

Land Use: 210
Single-Family Detached Housing

Description

A single-family detached housing site includes any single-family detached home on an individual lot. A typical site surveyed is a suburban subdivision.

Specialized Land Use

Data have been submitted for several single-family detached housing developments with homes that are commonly referred to as patio homes. A patio home is a detached housing unit that is located on a small lot with little (or no) front or back yard. In some subdivisions, communal maintenance of outside grounds is provided for the patio homes. The three patio home sites total 299 dwelling units with overall weighted average trip generation rates of 5.35 vehicle trips per dwelling unit for weekday, 0.26 for the AM adjacent street peak hour, and 0.47 for the PM adjacent street peak hour. These patio home rates based on a small sample of sites are lower than those for single-family detached housing (Land Use 210), lower than those for single-family attached housing (Land Use 251), and higher than those for senior adult housing -- single-family (Land Use 251). Further analysis of this housing type will be conducted in a future edition of *Trip Generation Manual*.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

For 30 of the study sites, data on the number of residents and number of household vehicles are available. The overall averages for the 30 sites are 3.6 residents per dwelling unit and 1.5 vehicles per dwelling unit.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Arizona, California, Connecticut, Delaware, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Jersey, North Carolina, Ohio, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Vermont, Virginia, and West Virginia.

Source Numbers

100, 105, 114, 126, 157, 167, 177, 197, 207, 211, 217, 267, 275, 293, 300, 319, 320, 356, 357, 367, 384, 387, 407, 435, 522, 550, 552, 579, 598, 601, 603, 614, 637, 711, 716, 720, 728, 735, 868, 869, 903, 925, 936, 1005, 1007, 1008, 1010, 1033, 1066, 1077,1078, 1079

Single-Family Detached Housing
(210)

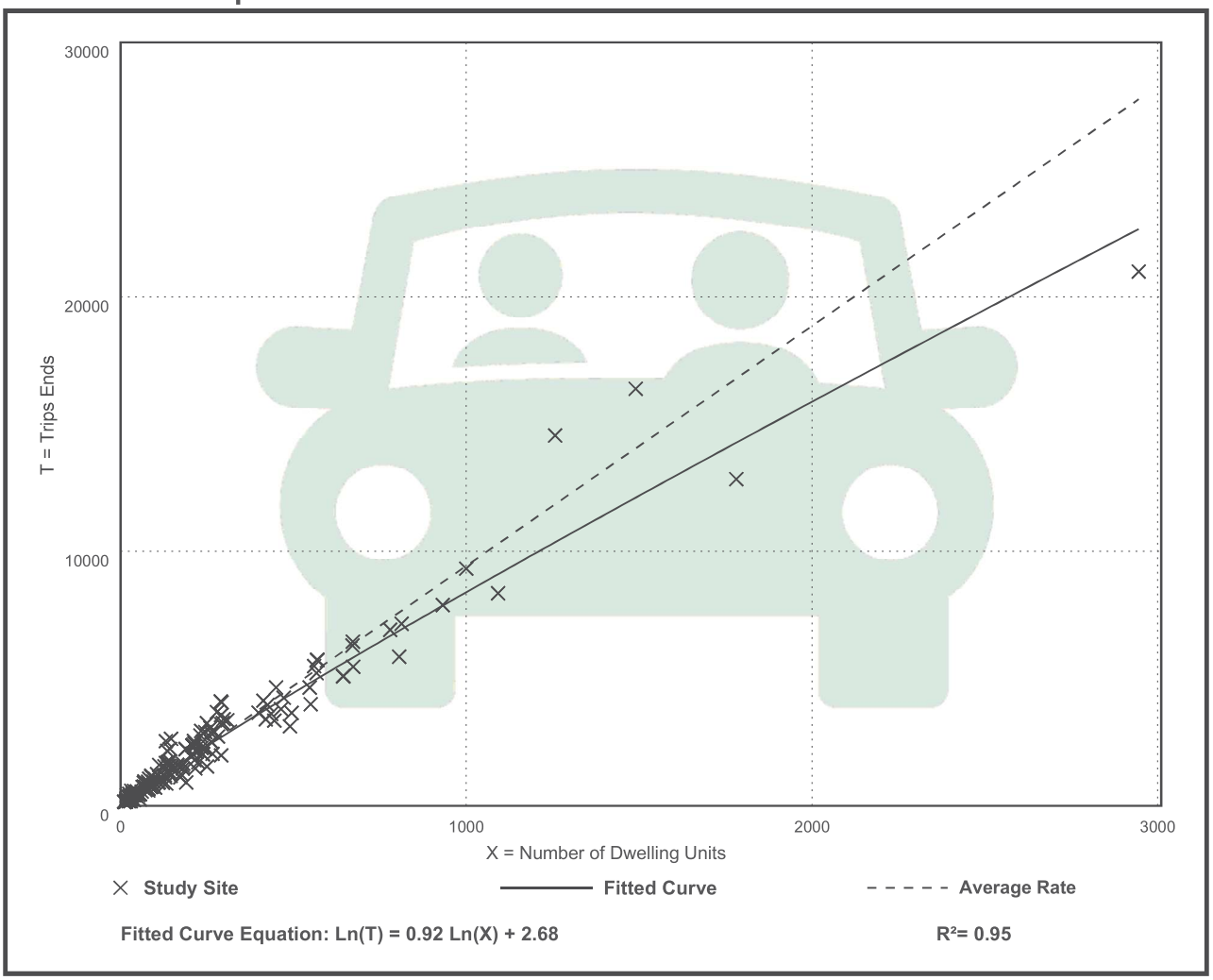
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 174
Avg. Num. of Dwelling Units: 246
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.43	4.45 - 22.61	2.13

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.92 Ln(X) + 2.68

R^2= 0.95

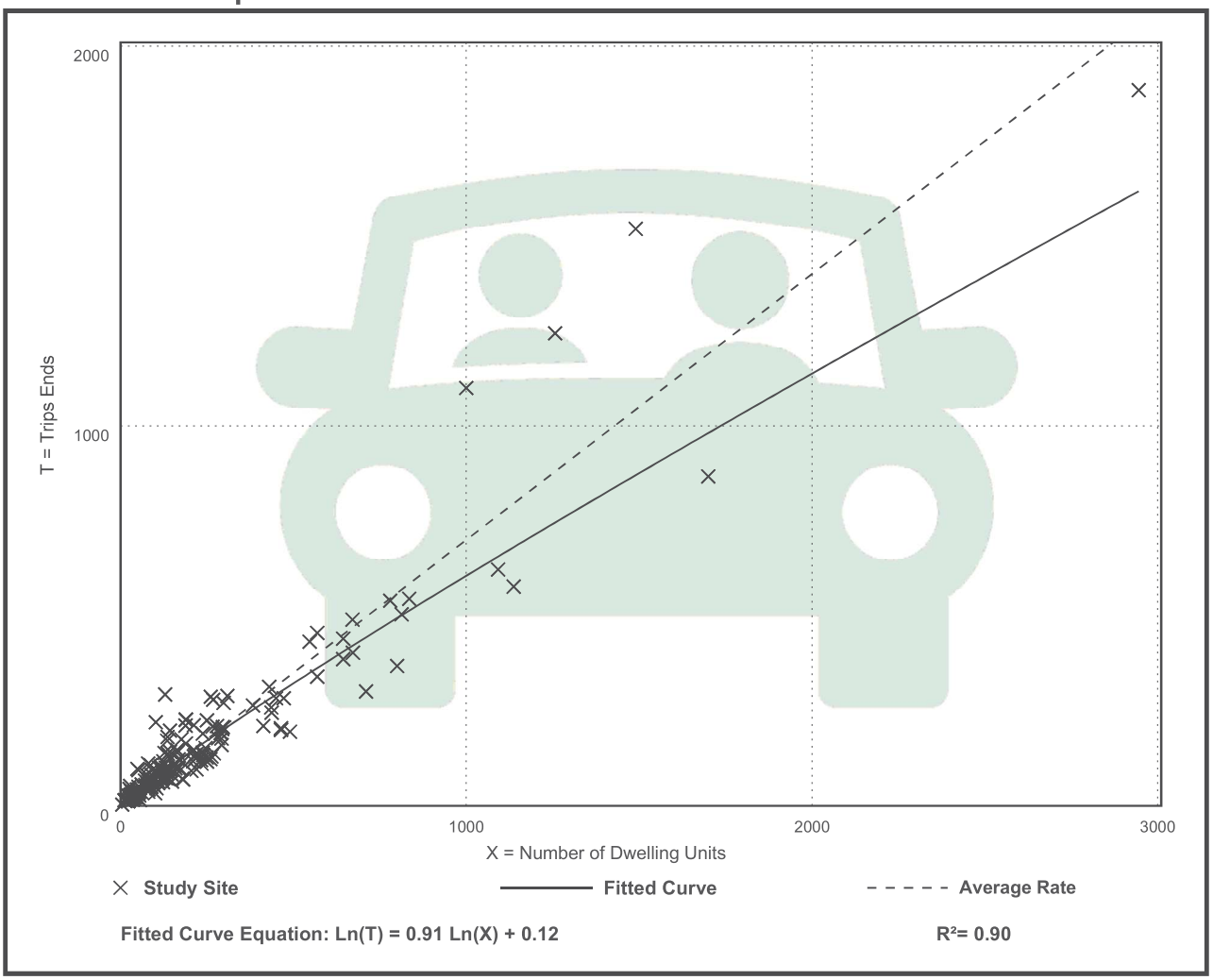
Single-Family Detached Housing
(210)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 192
Avg. Num. of Dwelling Units: 226
Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.27 - 2.27	0.24

Data Plot and Equation



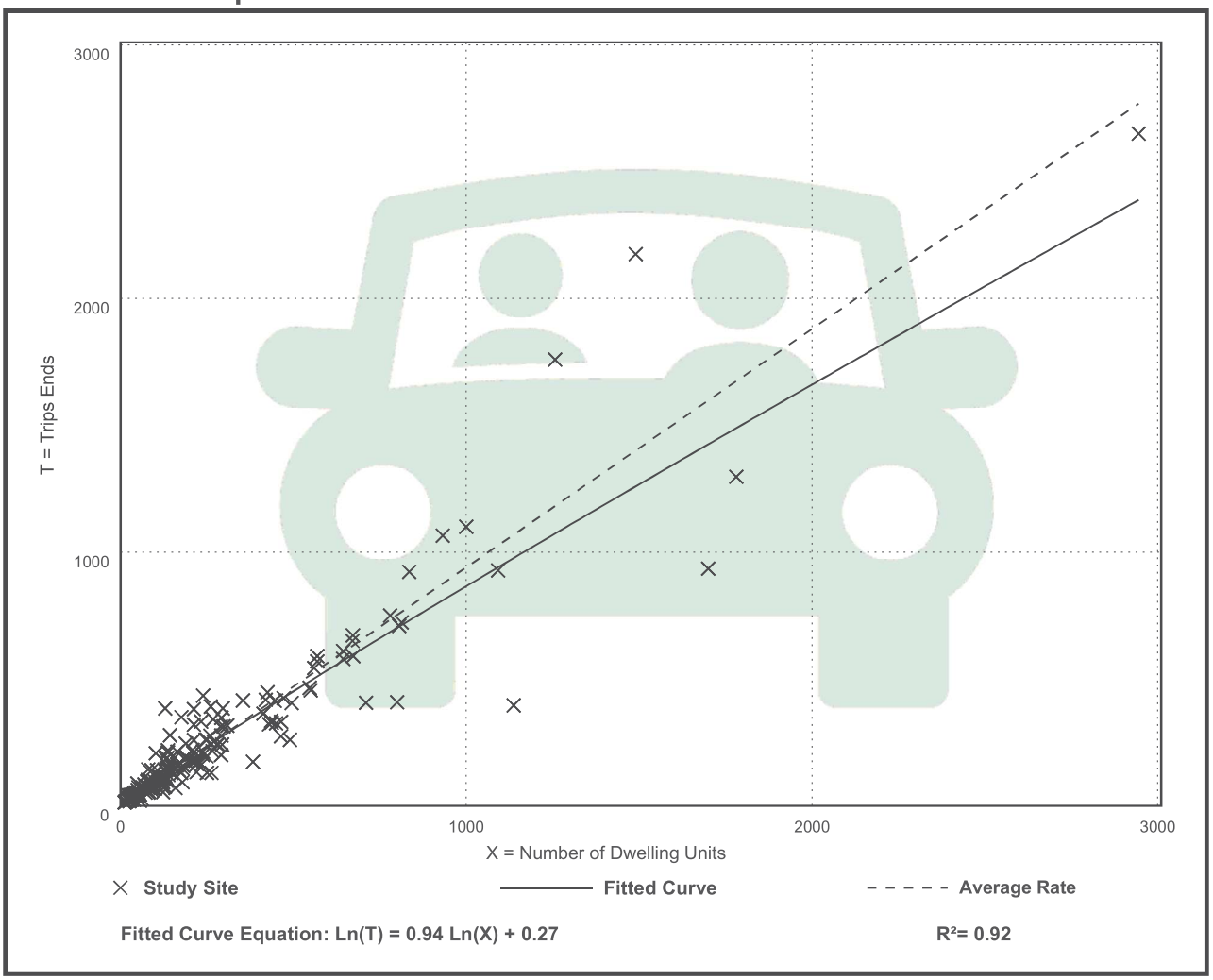
Single-Family Detached Housing
(210)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 208
Avg. Num. of Dwelling Units: 248
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.94 Ln(X) + 0.27

R^2= 0.92

Land Use: 220
Multifamily Housing (Low-Rise)

Description

Low-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have two or three floors (levels). Various configurations fit this description, including walkup apartment, mansion apartment, and stacked townhouse.

- A walkup apartment typically is two or three floors in height with dwelling units that are accessed by a single or multiple entrances with stairways and hallways.
- A mansion apartment is a single structure that contains several apartments within what appears to be a single-family dwelling unit.
- A fourplex is a single two-story structure with two matching dwelling units on the ground and second floors. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.
- A stacked townhouse is designed to match the external appearance of a townhouse. But, unlike a townhouse dwelling unit that only shares walls with an adjoining unit, the stacked townhouse units share both floors and walls. Access to the individual units is typically internal to the structure and provided through a central entry and stairway.

Multifamily housing (mid-rise) (Land Use 221), multifamily housing (high-rise) (Land Use 222), affordable housing (Land Use 223), and off-campus student apartment (low-rise) (Land Use 225) are related land uses.

Land Use Subcategory

Data are presented for two subcategories for this land use: (1) not close to rail transit and (2) close to rail transit. A site is considered close to rail transit if the walking distance between the residential site entrance and the closest rail transit station entrance is ½ mile or less.

Additional Data

For the three sites for which both the number of residents and the number of occupied dwelling units were available, there were an average of 2.72 residents per occupied dwelling unit.

For the two sites for which the numbers of both total dwelling units and occupied dwelling units were available, an average of 96.2 percent of the total dwelling units were occupied.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip

generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

For the three sites for which data were provided for both occupied dwelling units and residents, there was an average of 2.72 residents per occupied dwelling unit.

It is expected that the number of bedrooms and number of residents are likely correlated to the trips generated by a residential site. To assist in future analysis, trip generation studies of all multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex).

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in British Columbia (CAN), California, Delaware, Florida, Georgia, Illinois, Indiana, Maine, Maryland, Massachusetts, Minnesota, New Jersey, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, and Washington.

Source Numbers

188, 204, 237, 300, 305, 306, 320, 321, 357, 390, 412, 525, 530, 579, 583, 638, 864, 866, 896, 901, 903, 904, 936, 939, 944, 946, 947, 948, 963, 964, 966, 967, 1012, 1013, 1014, 1036, 1047, 1056, 1071, 1076

Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

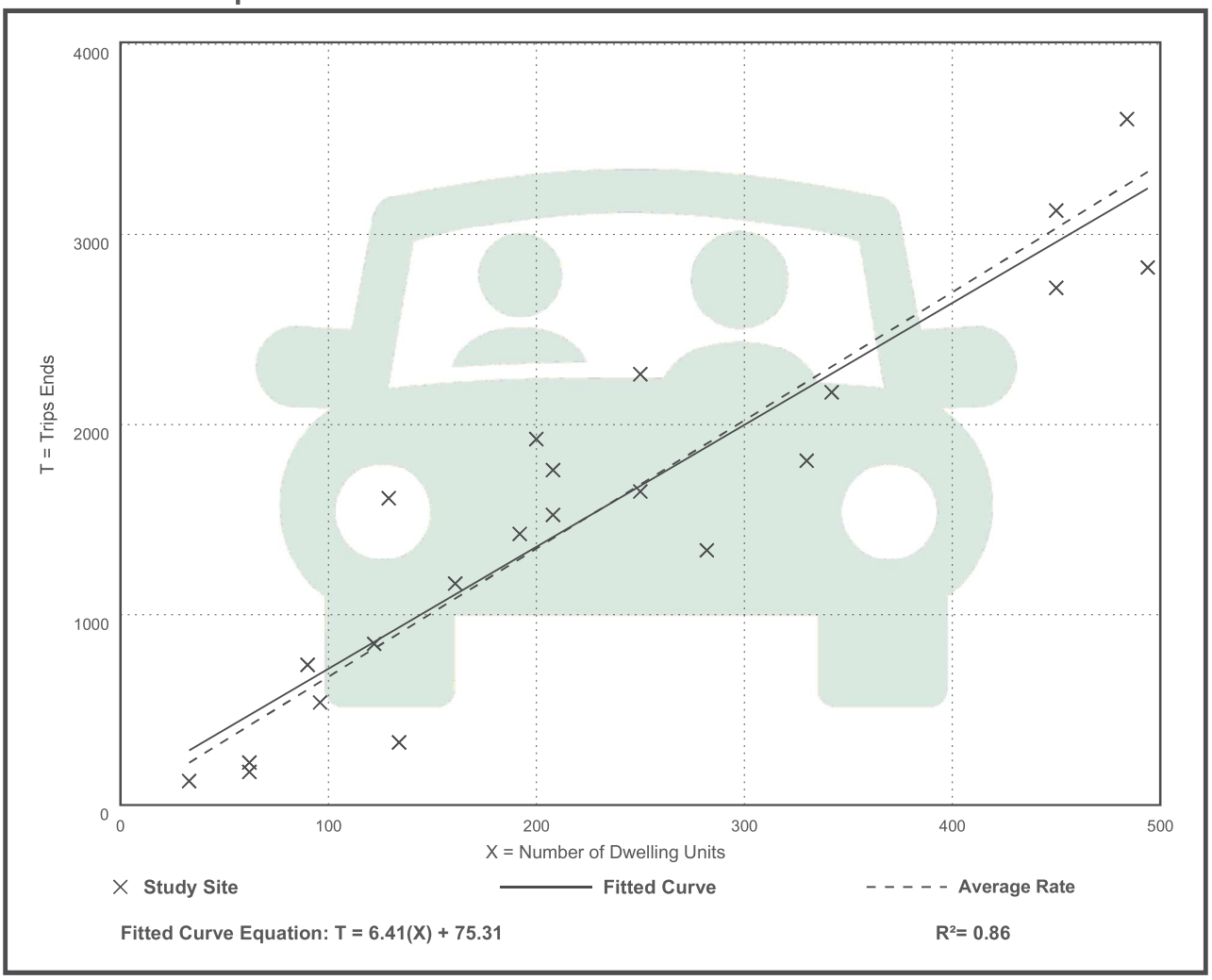
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 22
Avg. Num. of Dwelling Units: 229
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
6.74	2.46 - 12.50	1.79

Data Plot and Equation



Fitted Curve Equation: T = 6.41(X) + 75.31

R^2= 0.86

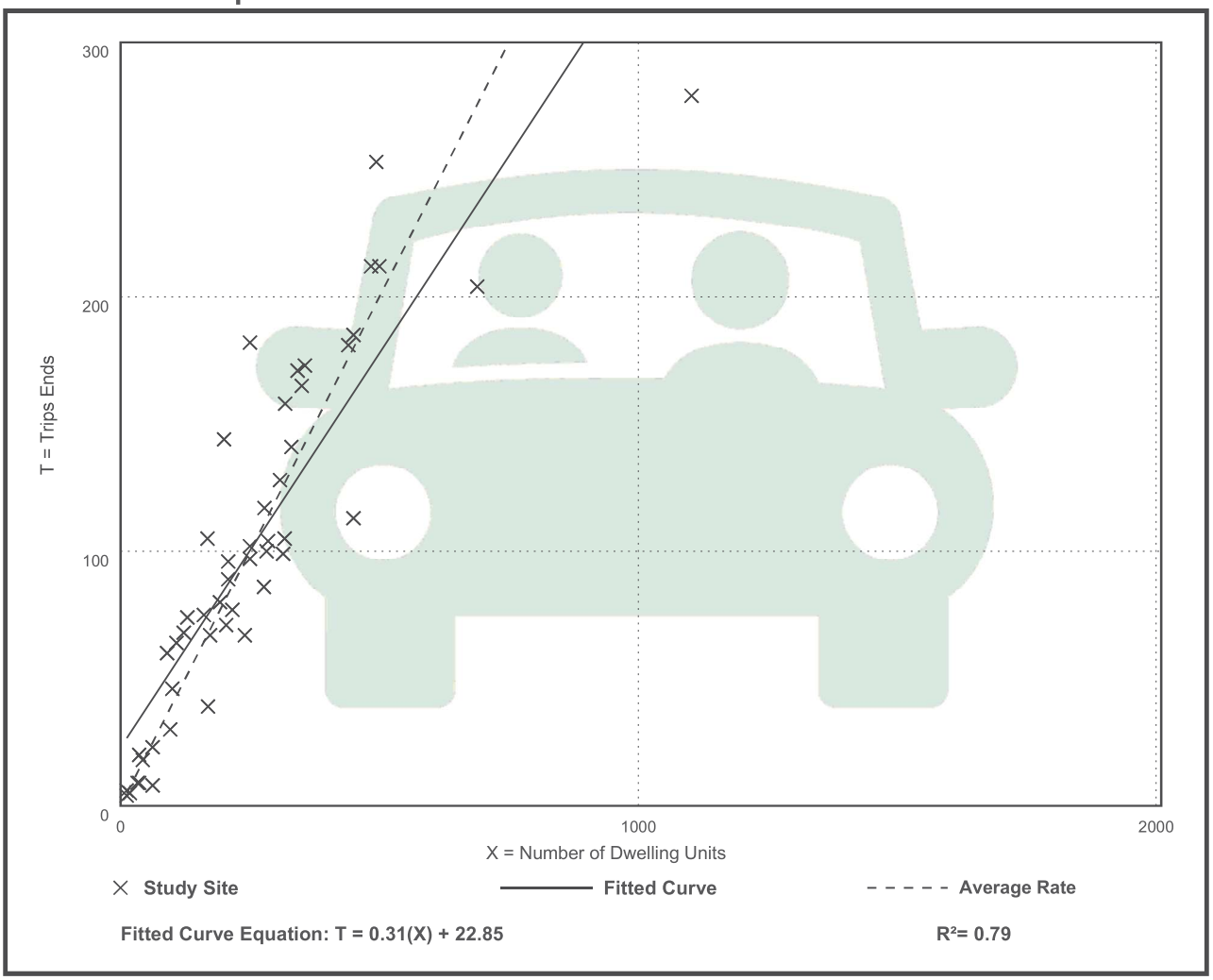
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 49
Avg. Num. of Dwelling Units: 249
Directional Distribution: 24% entering, 76% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.40	0.13 - 0.73	0.12

Data Plot and Equation



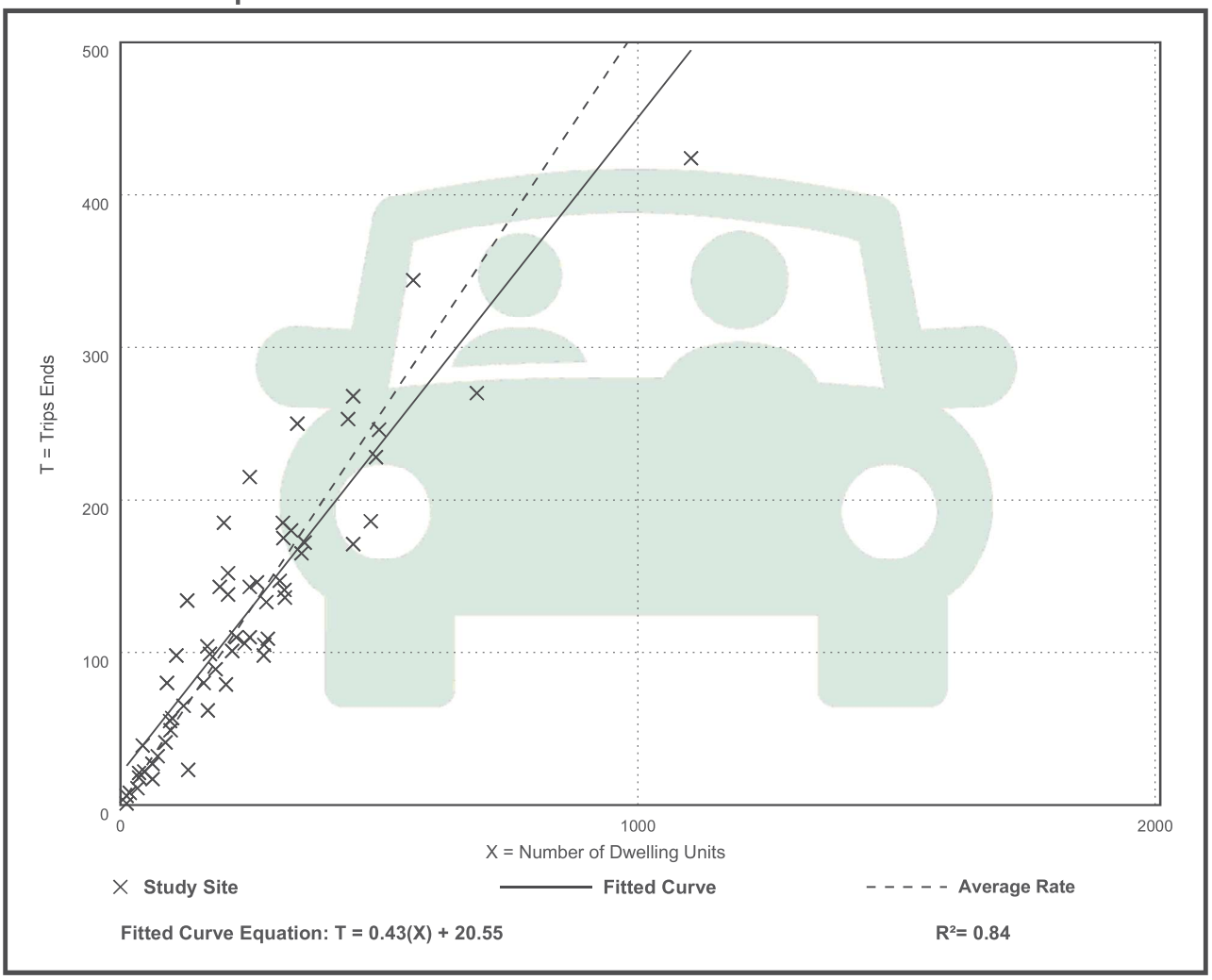
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 59
Avg. Num. of Dwelling Units: 241
Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.51	0.08 - 1.04	0.15

Data Plot and Equation



REDTAIL

MILLCREEK
ORANGE AVE.
CONCEPTUAL SITE PLAN
CITY OF FT. PIERCE
FLORIDA

Exhibit 2

1 OF 1

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3. EXISTING CONDITIONS

Orange Avenue is the major roadway serving as primary access to the project. It consists of a four (4) lane divided road in the project vicinity.

4. BACKGROUND TRAFFIC

The University of Florida's Bureau of Economic and Business Research (BEBR) from the College of Liberal Arts and Sciences calculates population projections for Florida and Its Counties. Table 3 includes the St. Lucie County BEBR growth rates for Year 2025 based on data included in the BEBR Bulletin 198 from January 2024. Exhibit 4 includes the applicable excerpts from the BEBR bulletin.

Table 3: 2025 UF-BEBR Growth Rate

County	BEBR Population Estimate April 1, 2023	BEBR Population Projections (April 1)		2025
		Range	2025	
St. Lucie	368,628	Low	362,300	-0.57%
		Medium	385,400	1.50%
		High	408,600	3.60%

In order to provide a conservative analysis, the BEBR medium growth rate (1.50%) was used in this analysis to determine background traffic on the transportation network.

College of Liberal Arts and Sciences
Bureau of Economic and Business Research

Florida Population Studies

BEBR
Volume 57, Bulletin 198
January 2024

Projections of Florida Population by County, 2025–2050, with Estimates for 2023

Stefan Rayer, Population Program Director
Conor Comfort, Research Demographer

The Bureau of Economic and Business Research (BEBR) at the University of Florida has produced population projections for Florida and its counties since the 1970s. This report presents our 2024 set of projections and describes the methodology used to construct those projections. To account for uncertainty regarding future population growth, we publish three series of projections – low, medium, and high. We recommend using the medium series for most purposes; this series has historically provided the most accurate forecasts for Florida counties. It should be noted that these projections refer solely to the resident population of Florida; they do not include temporary or seasonal residents whose usual place of residence is in another jurisdiction.

State Projections

The starting point for the state-level projections was the decennial census count for April 1, 2020. Projections were made in one-year intervals using a cohort-component methodology in which births, deaths, and migration are projected separately for each age-sex cohort in Florida.

Survival rates were applied by single year of age and sex to project future deaths in the population. These rates were based on Florida Life Tables for 2012–2018, using mortality data published by the Office of Vital Statistics in the Florida Department of Health. We adjusted the survival rates for 2020–2028 to make them consistent with recent mortality trends, and to align the projected deaths with those from the State of Florida's Demographic Estimating Conference (DEC) held November 28, 2023. After 2028, we made small adjustments to the survival rates based on projected changes in survival rates released by the U.S. Census Bureau.

Domestic migration rates by age and sex were based on Public Use Microdata Sample (PUMS) files from the 2011–2019 American Community Survey (ACS) 1-year estimates and 2015–2019 ACS 5-year estimates. We calculated an average of those two sets of migration estimates; projections based on input data from more than one period tend to be more accurate than those based on a single period. By combining 1-year ACS estimates, which are more current, with 5-year ACS estimates, which are more stable, we make use of the different strengths of each type of ACS data.

We applied smoothing techniques to the migration rates by single year of age and sex to adjust for data irregularities caused by small sample sizes. The smoothed in- and out-migration rates were weighted to account for recent changes in Florida's population growth rates. Projections of domestic in-migration were made by applying weighted in-migration rates to the projected population of the United States (minus Florida), using the most recent set of national projections produced by the U.S. Census Bureau. Projections of out-migration were made by applying weighted out-migration rates to the Florida population. In both instances, rates were calculated separately for males and females for each age up to 90 and over.

Projections of Florida Population by County, 2025–2050, with Estimates for 2023

County and State	Estimates April 1, 2023	Projections, April 1 2025	2030	2035	2040	2045	2050
MIAMI-DADE	2,768,954						
Low		2,673,300	2,663,100	2,630,800	2,587,800	2,543,600	2,501,800
Medium		2,814,000	2,910,500	2,981,000	3,035,500	3,083,200	3,127,200
High		2,954,700	3,157,900	3,331,300	3,483,200	3,622,700	3,752,700
MONROE	84,511						
Low		80,300	78,400	76,000	73,300	70,700	68,100
Medium		85,400	87,100	88,100	88,600	88,900	89,000
High		90,600	95,800	100,200	103,900	107,100	110,000
NASSAU	100,763						
Low		97,300	101,400	103,400	103,800	102,800	101,300
Medium		105,700	116,600	125,700	133,500	139,900	145,800
High		114,200	131,700	148,000	163,200	177,000	190,200
OKALOOSA	219,260						
Low		211,400	212,900	211,500	208,500	204,700	200,600
Medium		224,900	236,500	245,200	251,900	257,500	262,200
High		238,400	260,200	278,900	295,400	310,300	323,800
OKEECHOBEE	39,591						
Low		37,800	36,600	35,500	34,500	33,500	32,600
Medium		39,800	40,000	40,300	40,500	40,600	40,800
High		41,800	43,400	45,000	46,400	47,700	48,900
ORANGE	1,492,951						
Low		1,454,400	1,497,700	1,513,900	1,510,700	1,496,500	1,479,200
Medium		1,547,200	1,664,100	1,755,300	1,825,600	1,882,400	1,933,600
High		1,640,000	1,830,500	1,996,600	2,140,500	2,268,300	2,388,000
OSCEOLA	439,225						
Low		436,200	470,500	490,600	500,600	505,200	507,300
Medium		469,000	531,600	582,300	623,800	660,500	695,000
High		501,900	592,800	674,000	747,000	815,700	882,600
PALM BEACH	1,532,718						
Low		1,489,100	1,503,700	1,500,300	1,485,500	1,463,900	1,440,800
Medium		1,567,500	1,643,400	1,700,000	1,742,500	1,774,400	1,801,100
High		1,645,800	1,783,100	1,899,800	1,999,500	2,084,900	2,161,300
PASCO	610,743						
Low		598,400	624,100	640,000	644,400	644,100	642,200
Medium		636,600	693,400	742,100	778,700	810,200	839,500
High		674,800	762,800	844,100	913,000	976,300	1,036,700
PINELLAS	974,689						
Low		943,000	926,100	909,600	893,000	877,200	862,600
Medium		982,200	995,900	1,007,800	1,017,600	1,025,900	1,033,000
High		1,021,500	1,065,600	1,106,100	1,142,300	1,174,700	1,203,500
POLK	797,616						
Low		782,400	817,400	838,800	845,700	846,100	844,100
Medium		832,400	908,200	972,600	1,022,000	1,064,300	1,103,400
High		882,300	999,000	1,106,300	1,198,400	1,282,500	1,362,700
PUTNAM	75,906						
Low		72,600	71,000	69,000	66,900	65,100	63,500
Medium		76,400	77,600	78,100	78,500	79,000	79,400
High		80,300	84,200	87,300	90,100	92,800	95,300
ST. JOHNS	315,317						
Low		313,800	341,200	359,500	368,300	372,800	375,100
Medium		337,400	385,500	426,700	459,000	487,300	513,900
High		361,000	429,800	493,900	549,600	601,800	652,600
ST. LUCIE	368,628						
Low		362,300	381,600	394,000	400,600	404,500	406,000
Medium		385,400	423,900	456,800	484,200	508,800	530,700
High		408,600	466,300	519,600	567,700	613,100	655,400

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KMF Traffic Group, LLC
(772) 924-6993
www.kmftraffic.net

Manual traffic count - All traffic
Orange Ave., and Bent Creeck Dr.
Fort Pierce, FL

File Name : ORBENT
Site Code : JO24
Start Date : 6/20/2024
Page No : 1

Groups Printed- All Traffic

	Bent Creeck Dr NB			Orange Ave EB			Orange Ave WB			
Start Time	Left	Right	Ped	Thru	Right	UTurn	Left	Thru	UTurn	Int. Total
07:00 AM	7	4	0	122	1	0	1	140	0	275
07:15 AM	4	4	0	137	2	0	3	123	0	273
07:30 AM	6	0	2	190	2	0	0	167	0	367
07:45 AM	10	10	4	231	3	0	1	147	0	406
Total	27	18	6	680	8	0	5	577	0	1321
08:00 AM	10	5	0	192	2	0	3	143	1	356
08:15 AM	5	5	0	189	3	0	1	103	0	306
08:30 AM	7	6	0	179	6	0	2	111	0	311
08:45 AM	4	4	0	189	1	0	2	137	0	337
Total	26	20	0	749	12	0	8	494	1	1310
09:00 AM	4	5	1	132	0	0	2	118	0	262
09:15 AM	4	4	0	131	6	3	0	115	0	263
09:30 AM	5	3	1	139	1	0	1	116	0	266
09:45 AM	2	4	2	165	2	0	2	113	0	290
Total	15	16	4	567	9	3	5	462	0	1081
10:00 AM	6	4	0	117	1	0	0	100	0	228
10:15 AM	1	0	0	111	2	0	1	92	0	207
10:30 AM	3	5	0	144	6	0	0	131	0	289
10:45 AM	2	6	0	143	5	1	4	115	1	277
Total	12	15	0	515	14	1	5	438	1	1001
11:00 AM	3	3	0	136	5	0	3	106	0	256
11:15 AM	7	4	0	166	4	0	3	104	0	288
11:30 AM	6	3	0	134	4	1	0	122	0	270
11:45 AM	6	5	0	142	6	1	1	105	0	266
Total	22	15	0	578	19	2	7	437	0	1080
12:00 PM	6	6	0	151	10	0	3	159	0	335
12:15 PM	3	5	0	130	3	0	3	139	2	285
12:30 PM	3	8	0	149	5	0	4	155	0	324

KMF Traffic Group, LLC
(772) 924-6993
www.kmftraffic.net

Manual traffic count - All traffic
Orange Ave., and Bent Creeck Dr.
Fort Pierce, FL

File Name : ORBENT
Site Code : JO24
Start Date : 6/20/2024

Groups Printed- All Traffic

	Bent Creeck Dr NB			Orange Ave EB			Orange Ave WB			
Start Time	Left	Right	Ped	Thru	Right	UTurn	Left	Thru	UTurn	Int. Total
12:45 PM	10	3	0	154	7	0	2	138	0	314
Total	22	22	0	584	25	0	12	591	2	1258
01:00 PM	7	6	0	143	4	0	0	172	0	332
01:15 PM	3	1	0	144	5	0	5	148	0	306
01:30 PM	1	3	0	157	3	0	2	144	0	310
01:45 PM	4	5	0	109	10	1	5	131	0	265
Total	15	15	0	553	22	1	12	595	0	1213
02:00 PM	4	8	0	141	3	0	3	165	0	324
02:15 PM	4	5	0	154	6	0	6	134	0	309
02:30 PM	4	5	0	131	3	0	5	124	0	272
02:45 PM	4	8	0	146	2	0	7	150	0	317
Total	16	26	0	572	14	0	21	573	0	1222
03:00 PM	3	5	0	121	2	0	4	133	0	268
03:15 PM	6	5	0	143	6	0	1	133	0	294
03:30 PM	4	6	0	140	4	1	3	158	0	316
03:45 PM	0	2	0	168	4	0	5	178	0	357
Total	13	18	0	572	16	1	13	602	0	1235
04:00 PM	6	7	0	150	6	0	1	187	0	357
04:15 PM	2	6	0	189	7	0	6	177	0	387
04:30 PM	4	4	0	182	4	0	11	178	0	383
04:45 PM	5	4	0	183	6	2	2	182	0	384
Total	17	21	0	704	23	2	20	724	0	1511
05:00 PM	5	5	0	193	7	3	6	197	0	416
05:15 PM	1	6	0	195	10	0	6	196	0	414
05:30 PM	3	5	0	179	9	1	5	181	1	384
05:45 PM	6	9	1	174	9	0	4	147	0	350
Total	15	25	1	741	35	4	21	721	1	1564
06:00 PM	3	5	0	125	5	0	5	153	0	296
06:15 PM	4	5	2	126	8	0	5	97	0	247

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Manual traffic count - All traffic
Orange Ave., and Bent Creeck Dr.
Fort Pierce, FL

File Name : ORBENT
Site Code : JO24
Start Date : 6/20/2024
Page No : 3

Groups Printed- All Traffic

	Bent Creeck Dr NB			Orange Ave EB			Orange Ave WB			
Start Time	Left	Right	Ped	Thru	Right	UTurn	Left	Thru	UTurn	Int. Total
06:30 PM	0	5	2	88	6	0	0	98	0	199
06:45 PM	3	2	0	103	7	0	1	91	0	207
Total	10	17	4	442	26	0	11	439	0	949
Grand Total	210	228	15	7257	223	14	140	6653	5	14745
Apprch %	46.4	50.3	3.3	96.8	3	0.2	2.1	97.9	0.1	
Total %	1.4	1.5	0.1	49.2	1.5	0.1	0.9	45.1	0	

2023 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 9401 CEN.-W OF US1 TO I95

MOCF: 0.93

WEEK	DATES	SF	PSCF
1	01/01/2023 - 01/07/2023	1.00	1.08
2	01/08/2023 - 01/14/2023	0.98	1.05
* 3	01/15/2023 - 01/21/2023	0.95	1.02
* 4	01/22/2023 - 01/28/2023	0.94	1.01
* 5	01/29/2023 - 02/04/2023	0.93	1.00
* 6	02/05/2023 - 02/11/2023	0.92	0.99
* 7	02/12/2023 - 02/18/2023	0.91	0.98
* 8	02/19/2023 - 02/25/2023	0.91	0.98
* 9	02/26/2023 - 03/04/2023	0.92	0.99
*10	03/05/2023 - 03/11/2023	0.92	0.99
*11	03/12/2023 - 03/18/2023	0.92	0.99
*12	03/19/2023 - 03/25/2023	0.93	1.00
*13	03/26/2023 - 04/01/2023	0.94	1.01
*14	04/02/2023 - 04/08/2023	0.95	1.02
*15	04/09/2023 - 04/15/2023	0.96	1.03
16	04/16/2023 - 04/22/2023	0.97	1.04
17	04/23/2023 - 04/29/2023	0.98	1.05
18	04/30/2023 - 05/06/2023	0.98	1.05
19	05/07/2023 - 05/13/2023	0.99	1.06
20	05/14/2023 - 05/20/2023	1.00	1.08
21	05/21/2023 - 05/27/2023	1.01	1.09
22	05/28/2023 - 06/03/2023	1.02	1.10
23	06/04/2023 - 06/10/2023	1.03	1.11
24	06/11/2023 - 06/17/2023	1.04	1.12
25	06/18/2023 - 06/24/2023	1.05	1.13
26	06/25/2023 - 07/01/2023	1.06	1.14
27	07/02/2023 - 07/08/2023	1.06	1.14
28	07/09/2023 - 07/15/2023	1.07	1.15
29	07/16/2023 - 07/22/2023	1.07	1.15
30	07/23/2023 - 07/29/2023	1.07	1.15
31	07/30/2023 - 08/05/2023	1.06	1.14
32	08/06/2023 - 08/12/2023	1.06	1.14
33	08/13/2023 - 08/19/2023	1.06	1.14
34	08/20/2023 - 08/26/2023	1.06	1.14
35	08/27/2023 - 09/02/2023	1.07	1.15
36	09/03/2023 - 09/09/2023	1.07	1.15
37	09/10/2023 - 09/16/2023	1.07	1.15
38	09/17/2023 - 09/23/2023	1.06	1.14
39	09/24/2023 - 09/30/2023	1.06	1.14
40	10/01/2023 - 10/07/2023	1.05	1.13
41	10/08/2023 - 10/14/2023	1.05	1.13
42	10/15/2023 - 10/21/2023	1.04	1.12
43	10/22/2023 - 10/28/2023	1.04	1.12
44	10/29/2023 - 11/04/2023	1.03	1.11
45	11/05/2023 - 11/11/2023	1.03	1.11
46	11/12/2023 - 11/18/2023	1.02	1.10
47	11/19/2023 - 11/25/2023	1.02	1.10
48	11/26/2023 - 12/02/2023	1.01	1.09
49	12/03/2023 - 12/09/2023	1.01	1.09
50	12/10/2023 - 12/16/2023	1.00	1.08
51	12/17/2023 - 12/23/2023	0.98	1.05
52	12/24/2023 - 12/30/2023	0.97	1.04
53	12/31/2023 - 12/31/2023	0.95	1.02

* PEAK SEASON

09-MAR-2024 18:41:41 830UPD 4_9401_PKSEASON.TXT

Millcreek PD - Orange Ave & Bent Creek Dr

06/20/2024 Field Counts

	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
07:00 AM to 08:00 AM	0	680	8	5	577	0	27	0	18	0	0	0
08:00 AM to 09:00 AM	0	749	12	8	494	0	26	0	20	0	0	0
09:00 AM to 10:00 AM	3	567	9	5	462	0	15	0	16	0	0	0
10:00 AM to 11:00 AM	1	515	14	5	438	0	12	0	15	0	0	0
11:00 AM to 12:00 PM	2	578	19	7	437	0	22	0	15	0	0	0
12:00 PM to 01:00 PM	0	584	25	12	591	0	22	0	22	0	0	0
01:00 PM to 02:00 PM	1	553	22	12	595	0	15	0	15	0	0	0
02:00 PM to 03:00 PM	0	572	14	21	573	0	16	0	26	0	0	0
03:00 PM to 04:00 PM	1	572	16	13	602	0	13	0	18	0	0	0
04:00 PM to 05:00 PM	2	704	23	20	724	0	17	0	21	0	0	0
05:00 PM to 06:00 PM	4	741	35	21	721	0	15	0	25	0	0	0
06:00 PM to 07:00 PM	0	442	26	11	439	0	10	0	17	0	0	0

Millcreek PD - Orange Ave & Bent Creek Dr

Signal Warrant Volumes - 2027 Project Buildout

		Trip Generation	Two-Way	One-Way	Traffic Assignment				
Single Family	130 DUs	Ln(T) = 0.92 Ln(X) + 2.68	1,285 ADTs	643 ADTs	EBL/SBR	50%		EBR/NBL	50%
Townhomes	313 DUs	T = 6.41(X) + 75.31	2,082 ADTs	1,041 ADTs					

Hourly Distribution of Entering and Exiting Vehicle Trips by Land Use					Single Family Homes				Townhomes			
	Single Family		Townhomes		EBL	WBR	SBL	SBR	EBL	WBR	SBL	SBR
	Entering	Exiting	Entering	Exiting								
07:00 AM to 08:00 AM	3.2%	10.2%	2.6%	12.9%	10	10	33	33	14	14	67	67
08:00 AM to 09:00 AM	3.7%	8.6%	4.0%	9.1%	12	12	28	28	21	21	47	47
09:00 AM to 10:00 AM	3.2%	5.4%	3.9%	7.2%	10	10	17	17	20	20	37	37
10:00 AM to 11:00 AM	4.2%	5.4%	3.9%	4.7%	14	14	17	17	20	20	24	24
11:00 AM to 12:00 PM	5.4%	5.1%	4.9%	5.5%	17	17	16	16	26	26	29	29
12:00 PM to 01:00 PM	5.5%	5.6%	5.6%	5.4%	18	18	18	18	29	29	28	28
01:00 PM to 02:00 PM	6.0%	5.9%	4.8%	4.9%	19	19	19	19	25	25	26	26
02:00 PM to 03:00 PM	7.0%	6.2%	5.9%	6.0%	23	23	20	20	31	31	31	31
03:00 PM to 04:00 PM	8.5%	6.0%	8.3%	5.2%	27	27	19	19	43	43	27	27
04:00 PM to 05:00 PM	10.5%	7.5%	10.0%	5.1%	34	34	24	24	52	52	27	27
05:00 PM to 06:00 PM	10.3%	7.4%	11.4%	6.7%	33	33	24	24	59	59	35	35
06:00 PM to 07:00 PM	8.6%	5.9%	9.5%	6.3%	28	28	19	19	49	49	33	33

Area Growth Rate	1.50%

Years	3

PSF	1.13

Millcreek PD - 2027 Buildout

	Orange Ave EB			Orange Ave WB			Bent Creek Dr NB			Millcreek PD SB		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
07:00 AM to 08:00 AM	24	803	8	5	682	24	27	0	18	100	0	100
08:00 AM to 09:00 AM	33	885	12	8	584	33	26	0	20	75	0	75
09:00 AM to 10:00 AM	30	670	9	5	546	30	15	0	16	54	0	54
10:00 AM to 11:00 AM	34	609	14	5	518	34	12	0	15	41	0	41
11:00 AM to 12:00 PM	43	683	19	7	516	43	22	0	15	45	0	45
12:00 PM to 01:00 PM	47	690	25	12	698	47	22	0	22	46	0	46
01:00 PM to 02:00 PM	44	653	22	12	703	44	15	0	15	45	0	45
02:00 PM to 03:00 PM	54	676	14	21	677	54	16	0	26	51	0	51
03:00 PM to 04:00 PM	70	676	16	13	711	70	13	0	18	46	0	46
04:00 PM to 05:00 PM	86	832	23	20	855	86	17	0	21	51	0	51
05:00 PM to 06:00 PM	92	876	35	21	852	92	15	0	25	59	0	59
06:00 PM to 07:00 PM	77	522	26	11	519	77	10	0	17	52	0	52
	634	8575	223	140	7861	634	210	0	228	665	0	665

Hourly Distribution of Entering and Exiting Vehicle Trips by Land Use		
Source: ITE *Trip Generation Manual* , 10th Edition		
Land Use Code	210	
Land Use	Single-Family Detached Housing	
Setting	General Urban/Suburban	
Time Period	Weekday	
Trip Type	Vehicle	
# Data Sites	6	
	% of 24-Hour Traffic	
Time	Entering	Exiting
12-1 AM	0.5	0.2
1-2 AM	0.2	0.2
2-3 AM	0.2	0
3-4 AM	0.2	0.2
4-5 AM	0.3	0.8
5-6 AM	0.5	2.0
6-7 AM	1.6	5.9
7-8 AM	3.2	10.2
8-9 AM	3.7	8.6
9-10 AM	3.2	5.4
10-11 AM	4.2	5.4
11-12 PM	5.4	5.1
12-1 PM	5.5	5.6
1-2 PM	6.0	5.9
2-3 PM	7.0	6.2
3-4 PM	8.5	6.0
4-5 PM	10.5	7.5
5-6 PM	10.3	7.4
6-7 PM	8.6	5.9
7-8 PM	6.2	4.3
8-9 PM	6.3	3.1
9-10 PM	4.5	2.4
10-11 PM	2.2	1.1
11-12 AM	1.3	0.7

Hourly Distribution of Entering and Exiting Vehicle Trips by Land Use

Source: ITE *Trip Generation Manual* , 10th Edition

Land Use Code	220			
Land Use	Multifamily Housing (Low-Rise)			
Setting	General Urban/Suburban		Dense Multi-Use Urban	
Time Period	Weekday		Weekday	
Trip Type	Vehicle		Vehicle	
# Data Sites	9		1	
	% of 24-Hour Traffic		% of 24-Hour Traffic	
Time	Entering	Exiting	Entering	Exiting
12-1 AM	0.7	0.3	1.6	0
1-2 AM	0.4	0.1	0.4	0
2-3 AM	0.3	0.3	0.0	0
3-4 AM	0.3	0.4	0.0	0.4
4-5 AM	0.4	1.0	0.4	1.6
5-6 AM	0.1	2.6	0.4	2.7
6-7 AM	1.1	5.8	1.6	8.6
7-8 AM	2.6	12.9	6.2	14.5
8-9 AM	4.0	9.1	3.5	7.5
9-10 AM	3.9	7.2	3.9	3.9
10-11 AM	3.9	4.7	3.5	3.9
11-12 PM	4.9	5.5	2.3	2.7
12-1 PM	5.6	5.4	4.7	3.5
1-2 PM	4.8	4.9	3.1	5.9
2-3 PM	5.9	6.0	6.2	5.9
3-4 PM	8.3	5.2	7.0	5.1
4-5 PM	10.0	5.1	7.4	5.5
5-6 PM	11.4	6.7	7.0	7.1
6-7 PM	9.5	6.3	10.9	5.5
7-8 PM	7.1	4.3	6.2	4.7
8-9 PM	5.7	3.5	7.8	2.4
9-10 PM	4.7	1.4	7.8	5.1
10-11 PM	2.9	1.0	4.7	2.7
11-12 AM	1.5	0.4	3.5	0.8

HCS Warrants Report

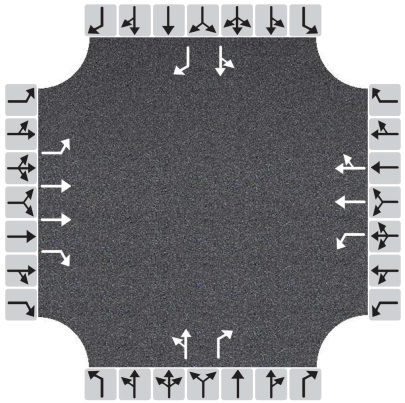
Project Information

Analyst	JF	Date	06/24/24
Agency	JFO	Analysis Year	2024
Jurisdiction	FDOT	Time Period Analyzed	7 AM - 7 PM
Project Description	Millcreek PD		

General

Major Street Direction	East-West	Population < 10,000	No
Starting Time Interval	7	Coordinated Signal System	No
Median Type	Divided	Crashes (crashes/year)	0
Major Street Speed (mi/h)	39	Adequate Trials of Crash Exp. Alt.	No
Nearest Signal (ft)	1550		

Geometry and Traffic



Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Number of Lanes, N	1	2	1	1	2	0	0	1	1	0	1	1
Lane Usage	L	T	R	L	TR			LT	R		LT	R
Vehicle Volumes Averages (veh/h)	52	714	18	11	655	52	17	0	19	55	0	55
Pedestrian Averages (peds/h)	0			0			0			0		
Gap Averages (gaps/h)	0			0			0			0		
Delay Averages (s/veh)	0.0			0.0			0.0			0.0		
Delay Averages (veh-hrs)	0.0			0.0			0.0			0.0		

School Crossing and Roadway Network

Number of Students in Highest Hour	0	Two or More Major Routes	No
Number of Adequate Gaps in Period	0	Weekend Counts	No
Number of Minutes in Period	0	5-year Growth Factor (%)	0

Railroad Crossing

Grade Crossing Approach	None	Rail Traffic (trains/day)	0
Highest Volume Hour with Trains	Unknown	High Occupancy Buses (%)	0
Distance to Stop Line (ft)	-	Tractor-Trailer Trucks (%)	2

Volume Summary

Hour	Major Volume	Minor Volume	Total Volume	Peds/h	Gaps/h	1A (100%)	1A (80%)	1B (100%)	1B (80%)	2 (100%)	3A (100%)	3B (80%)	4A (70%)	4B (56%)
07 - 08	1546	200	1791	0	0	Yes	Yes	Yes	Yes	Yes	No	Yes	No	No
08 - 09	1555	150	1751	0	0	No	No	Yes	Yes	Yes	No	No	No	No
09 - 10	1290	108	1429	0	0	No	No	Yes	Yes	No	No	No	No	No
10 - 11	1214	82	1323	0	0	No	No	No	Yes	No	No	No	No	No
11 - 12	1311	90	1438	0	0	No	No	No	Yes	No	No	No	No	No
12 - 13	1519	92	1655	0	0	No	No	No	Yes	No	No	No	No	No
13 - 14	1478	90	1598	0	0	No	No	No	Yes	No	No	No	No	No
14 - 15	1496	102	1640	0	0	No	No	Yes	Yes	No	No	No	No	No
15 - 16	1556	92	1679	0	0	No	No	No	Yes	No	No	No	No	No
16 - 17	1902	102	2042	0	0	No	No	Yes	Yes	No	No	No	No	No
17 - 18	1968	118	2126	0	0	No	No	Yes	Yes	Yes	No	No	No	No
18 - 19	1232	104	1363	0	0	No	No	Yes	Yes	No	No	No	No	No
Total	18067	1330	19835	0	0	1	1	7	12	3	0	1	0	0

Warrants

Warrant 1: Eight-Hour Vehicular Volume	
A. Minimum Vehicular Volumes (Both major approaches --and-- higher minor approach) --or--	
B. Interruption of Continuous Traffic (Both major approaches --and-- higher minor approach) --or--	
80% Vehicular --and-- Interruption Volumes (Both major approaches --and-- higher minor approach)	
Warrant 2: Four-Hour Vehicular Volume	
Four-Hour Vehicular Volume (Both major approaches --and-- higher minor approach)	
Warrant 3: Peak Hour	✓
A. Peak-Hour Conditions (Minor delay -- and-- minor volume --and-- total volume) --or--	
B. Peak-Hour Vehicular Volumes (Both major approaches --and-- higher minor approach)	✓
Warrant 4: Pedestrian Volume	
A. Four Hour Volumes --or--	
B. One-Hour Volumes	
Warrant 5: School Crossing	
Gaps Same Period --and--	
Student Volumes	
Nearest Traffic Control Signal (optional)	✓
Warrant 6: Coordinated Signal System	
Degree of Platooning (Predominant direction or both directions)	
Warrant 7: Crash Experience	
A. Adequate trials of alternatives, observance and enforcement failed --and--	
B. Reported crashes susceptible to correction by signal (12-month period) --and--	
C. 80% Volumes for Warrants 1A, 1B, --or-- 4 are satisfied	✓
Warrant 8: Roadway Network	
A. Weekday Volume (Peak hour total --and-- projected warrants 1, 2, or 3) --or--	
B. Weekend Volume (Five hours total)	
Warrant 9: Grade Crossing	
A. Grade Crossing within 140 ft --and--	
B. Peak-Hour Vehicular Volumes	

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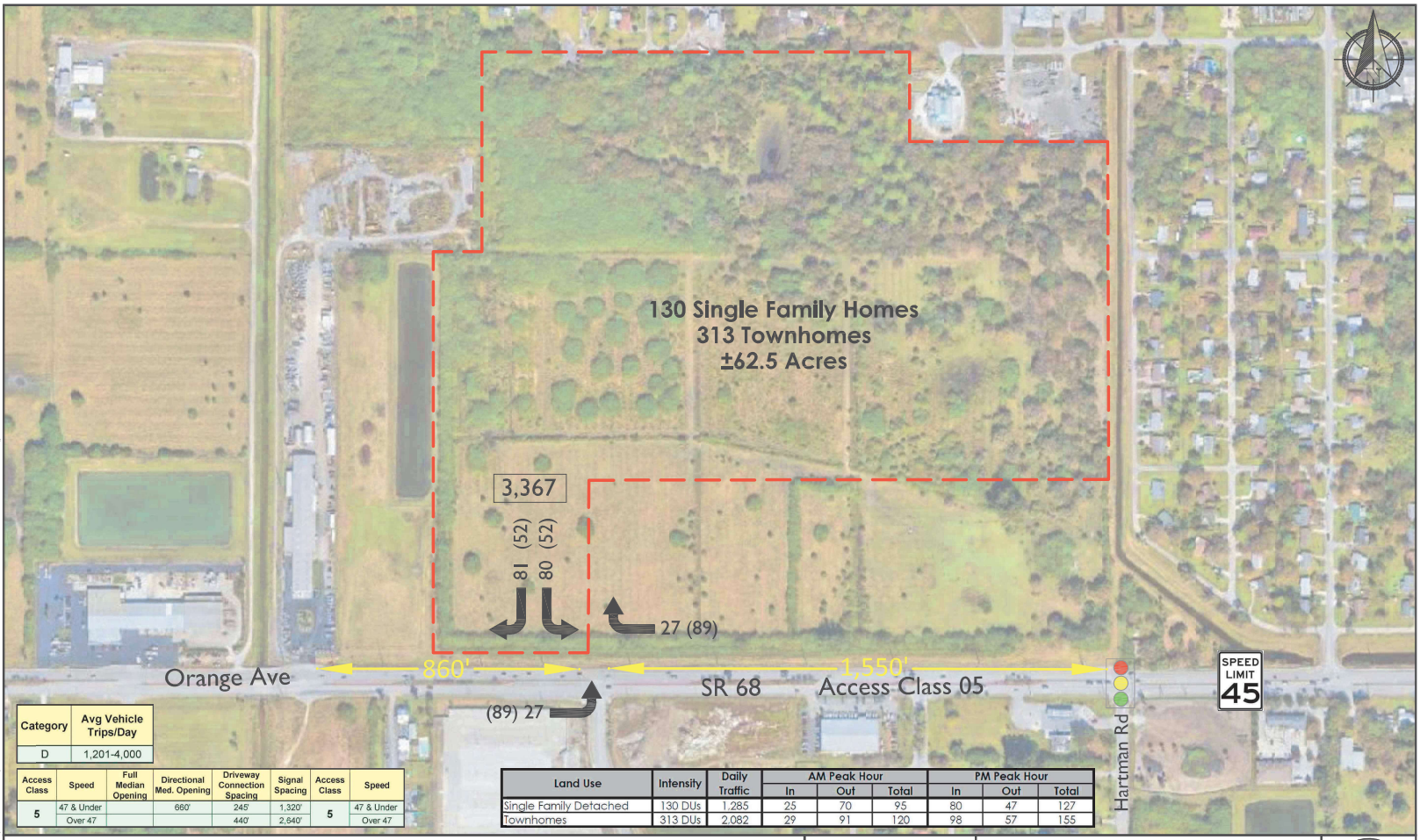


Category	Avg Vehicle Trips/Day
D	1,201-4,000

Access Class	Speed	Full Median Opening	Directional Med. Opening	Driveway Connection Spacing	Signal Spacing	Access Class	Speed
5	47 & Under		660'	245'	1,320'	5	47 & Under
	Over 47			440'	2,640'		Over 47

Land Use	Intensity	Daily Traffic	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Single Family Detached	130 DUs	1,285	25	70	95	80	47	127
Townhomes	313 DUs	2,082	29	91	120	98	57	155

Millcreek PD

Orange Avenue (SR 68)

2024-05-23

LEGEND

AM Peak Hour = XX
PM Peak Hour = (XY)
Daily = [YY]

JFO GROUP INC
Traffic Engineering • Transportation Planning
www.jfogroupinc.com

Intersection Volume Development



Orange Ave (SR 68) & Bent Creek Dr
Millcreek PD

Input Data

GR	=	1.50%
Peak Season	=	1.13
Traffic Count Year	=	2024
Buildout Year	=	2027
Years	=	3

AM Peak Hour		PM Peak Hour		Millcreek PD
In	Out	In	Out	
54	161	178	104	130 Townhomes 313 Single Family

AM Peak Hour

AM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume 20-Jun-24	0	802	10	6	560	-	31	-	20	-	-	-
Existing Peak Hour Conditions	**0**	**906**	**11**	**7**	**633**	**-**	**35**	**-**	**23**	**-**	**-**	**-**
2027 Historic Growth	0	947	12	7	662	-	37	-	24	-	-	-
% Project Traffic	50%	-	-	-	-	50%	-	-	-	50%	-	50%
Project Traffic Direction	IN	-	-	-	-	IN	-	-	-	OUT	-	OUT
Project Traffic	27	-	-	-	-	27	-	-	-	80	-	81
2027 Future Conditions with Build	**27**	**947**	**12**	**7**	**662**	**27**	**37**	**0**	**24**	**80**	**0**	**81**

PM Peak Hour

PM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume 20-Jun-24	6	750	32	20	756	-	14	-	20	-	-	-
Existing Peak Hour Conditions	**7**	**848**	**36**	**23**	**854**	**-**	**16**	**-**	**23**	**-**	**-**	**-**
2027 Historic Growth	7	887	38	24	893	-	17	-	24	-	-	-
% Project Traffic	50%	-	-	-	-	50%	-	-	-	50%	-	50%
Project Traffic Direction	IN	-	-	-	-	IN	-	-	-	OUT	-	OUT
Project Traffic	89	-	-	-	-	89	-	-	-	52	-	52
2027 Future Conditions with Build	**96**	**887**	**38**	**24**	**893**	**89**	**17**	**0**	**24**	**52**	**0**	**52**

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	27	947	12	7	662	27	37	0	24	80	0	81
Future Volume (vph)	27	947	12	7	662	27	37	0	24	80	0	81
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	225		0	230		230	0		0	0		0
Storage Lanes	1		1	1		0	1		0	1		0
Taper Length (ft)	50			50			25			25		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850		0.994			0.850			0.850	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	3539	1583	1770	3518	0	1770	1583	0	1770	1583	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	3539	1583	1770	3518	0	1770	1583	0	1770	1583	0
Link Speed (mph)		45			45			30			30	
Link Distance (ft)		413			432			605			232	
Travel Time (s)		16.3			20.2			8.3			5.3	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	28	997	13	7	697	28	39	0	25	84	0	85
Shared Lane Traffic (%)												
Lane Group Flow (vph)	28	997	13	7	725	0	39	25	0	84	85	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		16			16			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization	43.9%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	6.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	27	947	12	7	662	27	37	0	24	80	0	81
Future Vol, veh/h	27	947	12	7	662	27	37	0	24	80	0	81
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	225	-	0	230	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	28	997	13	7	697	28	39	0	25	84	0	85

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	725	0	0	1009	0	0	1417	1794	498	1281	1792	363
Stage 1	-	-	-	-	-	-	1054	1054	-	726	726	-
Stage 2	-	-	-	-	-	-	363	740	-	555	1066	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	873	-	-	682	-	-	97	80	517	123	80	634
Stage 1	-	-	-	-	-	-	242	301	-	382	428	-
Stage 2	-	-	-	-	-	-	628	421	-	483	297	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	873	-	-	682	-	-	81	76	517	112	76	634
Mov Cap-2 Maneuver	-	-	-	-	-	-	81	76	-	112	76	-
Stage 1	-	-	-	-	-	-	234	291	-	378	423	-
Stage 2	-	-	-	-	-	-	538	417	-	445	287	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.25	0.1	56.99	55.69
HCM LOS			F	F

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	81	517	873	-	-	682	-	-	112	634
HCM Lane V/C Ratio	0.484	0.049	0.033	-	-	0.011	-	-	0.755	0.134
HCM Control Delay (s/veh)	86	12.3	9.3	-	-	10.3	-	-	100.4	11.6
HCM Lane LOS	F	B	A	-	-	B	-	-	F	B
HCM 95th %tile Q(veh)	2	0.2	0.1	-	-	0	-	-	4.2	0.5



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	96	887	38	24	893	89	17	0	24	52	0	52
Future Volume (vph)	96	887	38	24	893	89	17	0	24	52	0	52
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	225		0	230		230	0		0	0		0
Storage Lanes	1		1	1		0	1		0	1		0
Taper Length (ft)	50			50			25			25		
Lane Util. Factor	1.00	0.95	1.00	1.00	0.95	0.95	1.00	1.00	1.00	1.00	1.00	1.00
Frt			0.850		0.986			0.850			0.850	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	3539	1583	1770	3490	0	1770	1583	0	1770	1583	0
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	1770	3539	1583	1770	3490	0	1770	1583	0	1770	1583	0
Link Speed (mph)		45			45			30			30	
Link Distance (ft)		413			432			605			232	
Travel Time (s)		16.3			20.2			8.3			5.3	
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Adj. Flow (vph)	101	934	40	25	940	94	18	0	25	55	0	55
Shared Lane Traffic (%)												
Lane Group Flow (vph)	101	934	40	25	1034	0	18	25	0	55	55	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		16			16			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Sign Control		Free			Free			Stop			Stop	

Intersection Summary			
Area Type:	Other		
Control Type: Unsignalized			
Intersection Capacity Utilization 52.4%		ICU Level of Service A	
Analysis Period (min) 15			

Intersection	
Int Delay, s/veh	10

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	96	887	38	24	893	89	17	0	24	52	0	52
Future Vol, veh/h	96	887	38	24	893	89	17	0	24	52	0	52
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	225	-	0	230	-	-	0	-	-	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	95	95	95	95	95	95	95	95	95
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	101	934	40	25	940	94	18	0	25	55	0	55

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	1034	0	0	974	0	0	1656	2220	467	1706	2213	517
Stage 1	-	-	-	-	-	-	1136	1136	-	1037	1037	-
Stage 2	-	-	-	-	-	-	521	1084	-	669	1176	-
Critical Hdwy	4.14	-	-	4.14	-	-	7.54	6.54	6.94	7.54	6.54	6.94
Critical Hdwy Stg 1	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.54	5.54	-	6.54	5.54	-
Follow-up Hdwy	2.22	-	-	2.22	-	-	3.52	4.02	3.32	3.52	4.02	3.32
Pot Cap-1 Maneuver	668	-	-	704	-	-	64	43	543	59	43	503
Stage 1	-	-	-	-	-	-	215	275	-	247	306	-
Stage 2	-	-	-	-	-	-	507	291	-	413	263	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	668	-	-	704	-	-	47	35	543	~ 46	35	503
Mov Cap-2 Maneuver	-	-	-	-	-	-	47	35	-	~ 46	35	-
Stage 1	-	-	-	-	-	-	183	234	-	238	295	-
Stage 2	-	-	-	-	-	-	436	281	-	334	224	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	1.07	0.25	57.99	173.97
HCM LOS			F	F

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1	SBLn2
Capacity (veh/h)	47	543	668	-	-	704	-	-	46	503
HCM Lane V/C Ratio	0.381	0.047	0.151	-	-	0.036	-	-	1.19	0.109
HCM Control Delay (s/veh)	123	12	11.3	-	-	10.3	-	-	$ 334.9	13
HCM Lane LOS	F	B	B	-	-	B	-	-	F	B
HCM 95th %tile Q(veh)	1.3	0.1	0.5	-	-	0.1	-	-	5.1	0.4

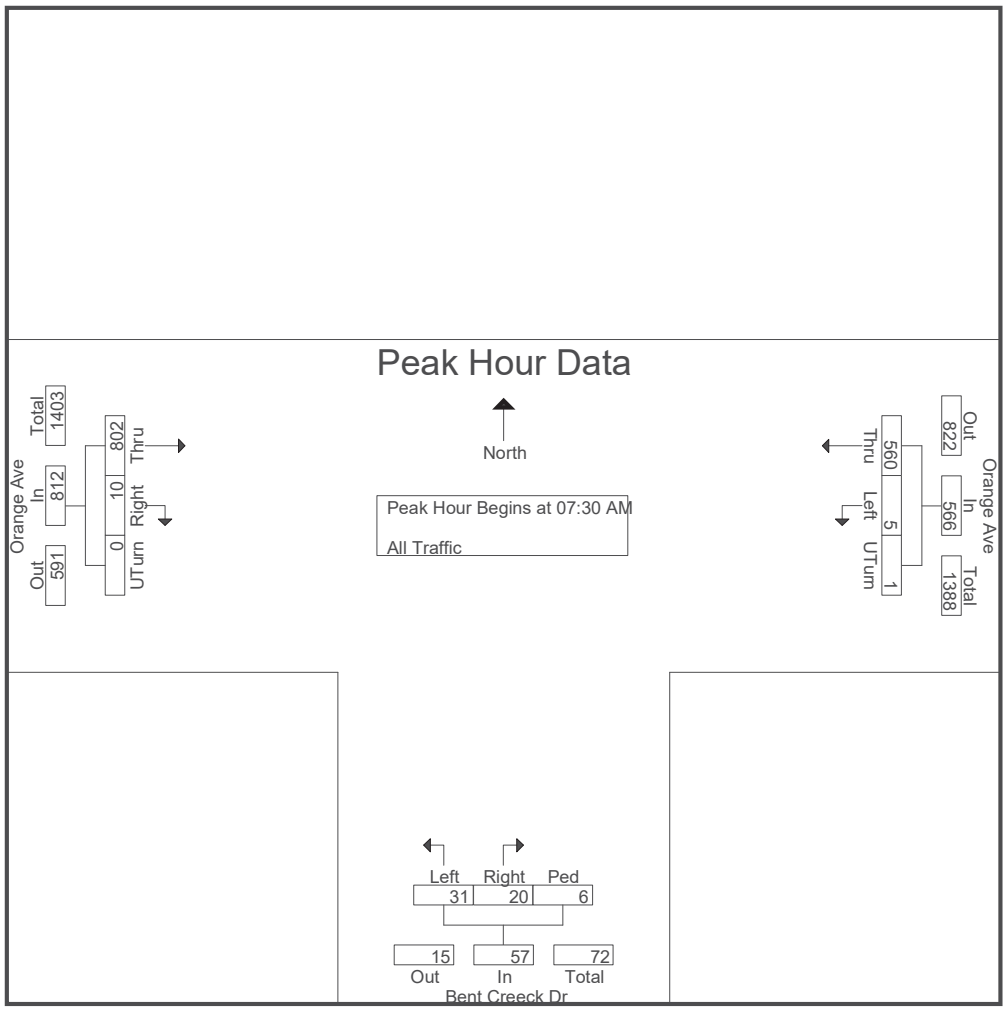
Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

KMF Traffic Group, LLC
(772) 924-6993
www.kmftraffic.net

Manual traffic count - All traffic
Orange Ave., and Bent Creeck Dr.
Fort Pierce, FL

File Name : ORBENT
Site Code : JO24
Start Date : 6/20/2024
Page No : 4

	Bent Creeck Dr NB				Orange Ave EB				Orange Ave WB				
Start Time	Left	Right	Ped	App. Total	Thru	Right	UTurn	App. Total	Left	Thru	UTurn	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 09:45 AM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 07:30 AM													
07:30 AM	6	0	2	8	190	2	0	192	0	167	0	167	367
07:45 AM	10	10	4	24	231	3	0	234	1	147	0	148	406
08:00 AM	10	5	0	15	192	2	0	194	3	143	1	147	356
08:15 AM	5	5	0	10	189	3	0	192	1	103	0	104	306
Total Volume	31	20	6	57	802	10	0	812	5	560	1	566	1435
% App. Total	54.4	35.1	10.5		98.8	1.2	0		0.9	98.9	0.2		
PHF	.775	.500	.375	.594	.868	.833	.000	.868	.417	.838	.250	.847	.884



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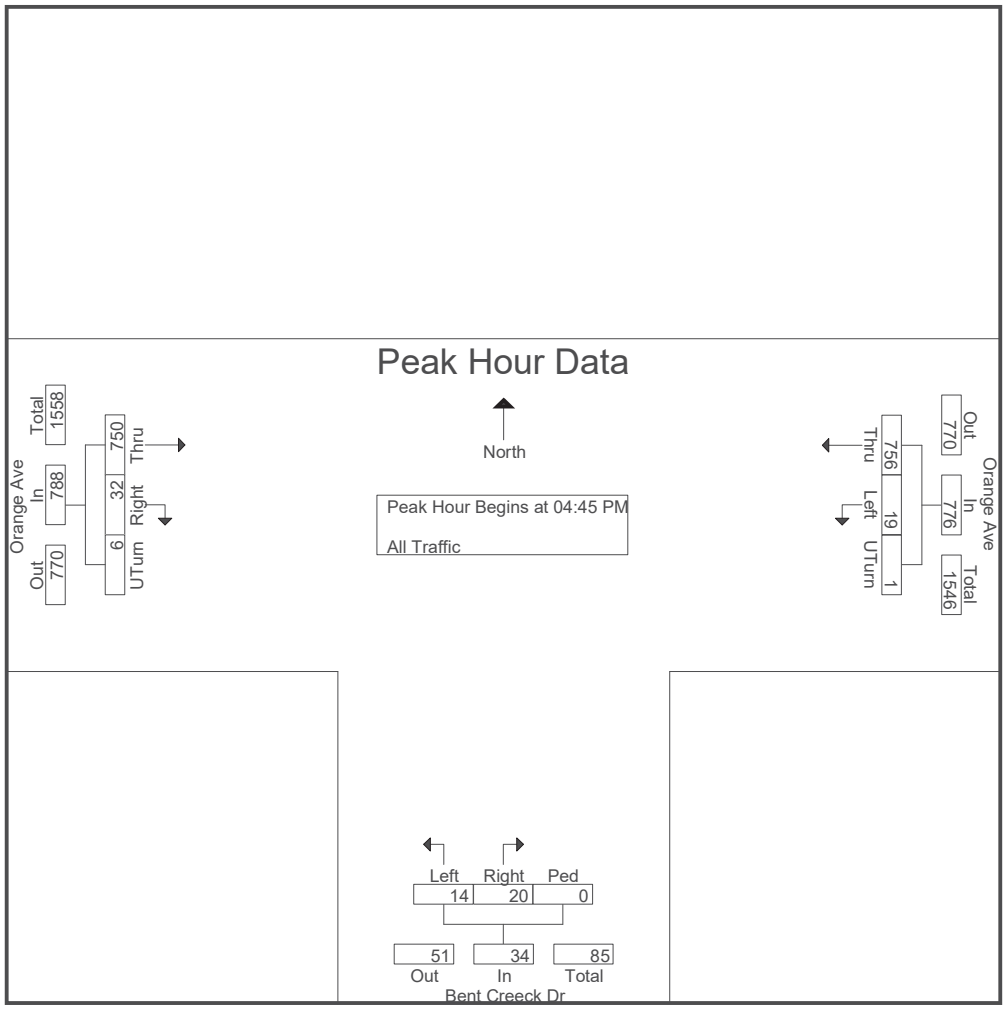
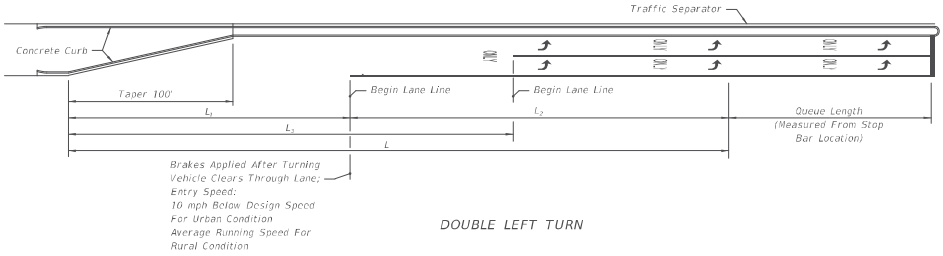
Manual traffic count - All traffic
Orange Ave., and Bent Creeck Dr.
Fort Pierce, FL

File Name : ORBENT
Site Code : JO24
Start Date : 6/20/2024
Page No : 6

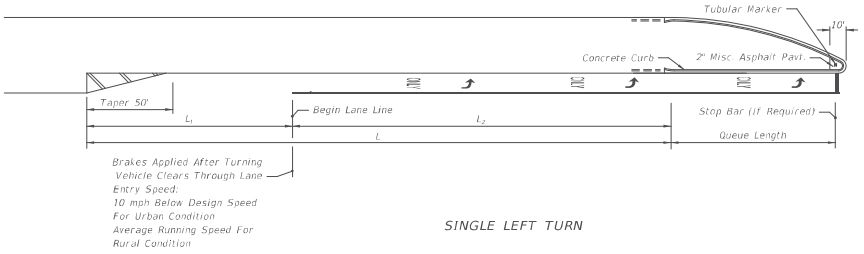
	Bent Creeck Dr NB				Orange Ave EB				Orange Ave WB				
Start Time	Left	Right	Ped	App. Total	Thru	Right	UTurn	App. Total	Left	Thru	UTurn	App. Total	Int. Total
Peak Hour Analysis From 02:00 PM to 06:45 PM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 04:45 PM													
04:45 PM	5	4	0	9	183	6	2	191	2	182	0	184	384
05:00 PM	5	5	0	10	193	7	3	203	6	197	0	203	416
05:15 PM	1	6	0	7	195	10	0	205	6	196	0	202	414
05:30 PM	3	5	0	8	179	9	1	189	5	181	1	187	384
Total Volume	14	20	0	34	750	32	6	788	19	756	1	776	1598
% App. Total	41.2	58.8	0		95.2	4.1	0.8		2.4	97.4	0.1		
PHF	.700	.833	.000	.850	.962	.800	.500	.961	.792	.959	.250	.956	.960



MEDIAN TURN LANES
MINIMUM DECELERATION LENGTHS



DOUBLE LEFT TURN



SINGLE LEFT TURN

MEDIAN TURN LANES								
			URBAN CONDITIONS			RURAL CONDITIONS		
Design Speed (mph)	Entry Speed (mph)	Clearance Distance L_1 (ft.)	Brake To Stop Distance L_2 (ft.)	Total Decel. Distance L (ft.)	Clearance Distance L_3 (ft.)	Brake To Stop Distance L_2 (ft.)	Total Decel. Distance L (ft.)	Clearance Distance L_3 (ft.)
35	25	70	75	145	110	——	——	——
40	30	80	75	155	120	——	——	——
45	35	85	100	**185**	135	——	——	——
50	40/44	105	135	240	160	185	290	160
55	48	125	——	——	——	225	350	195
60	52	145	——	——	——	260	405	230
65	55	170	——	——	——	290	460	270

NOT TO SCALE

EXHIBIT 212-1
01/01/2022

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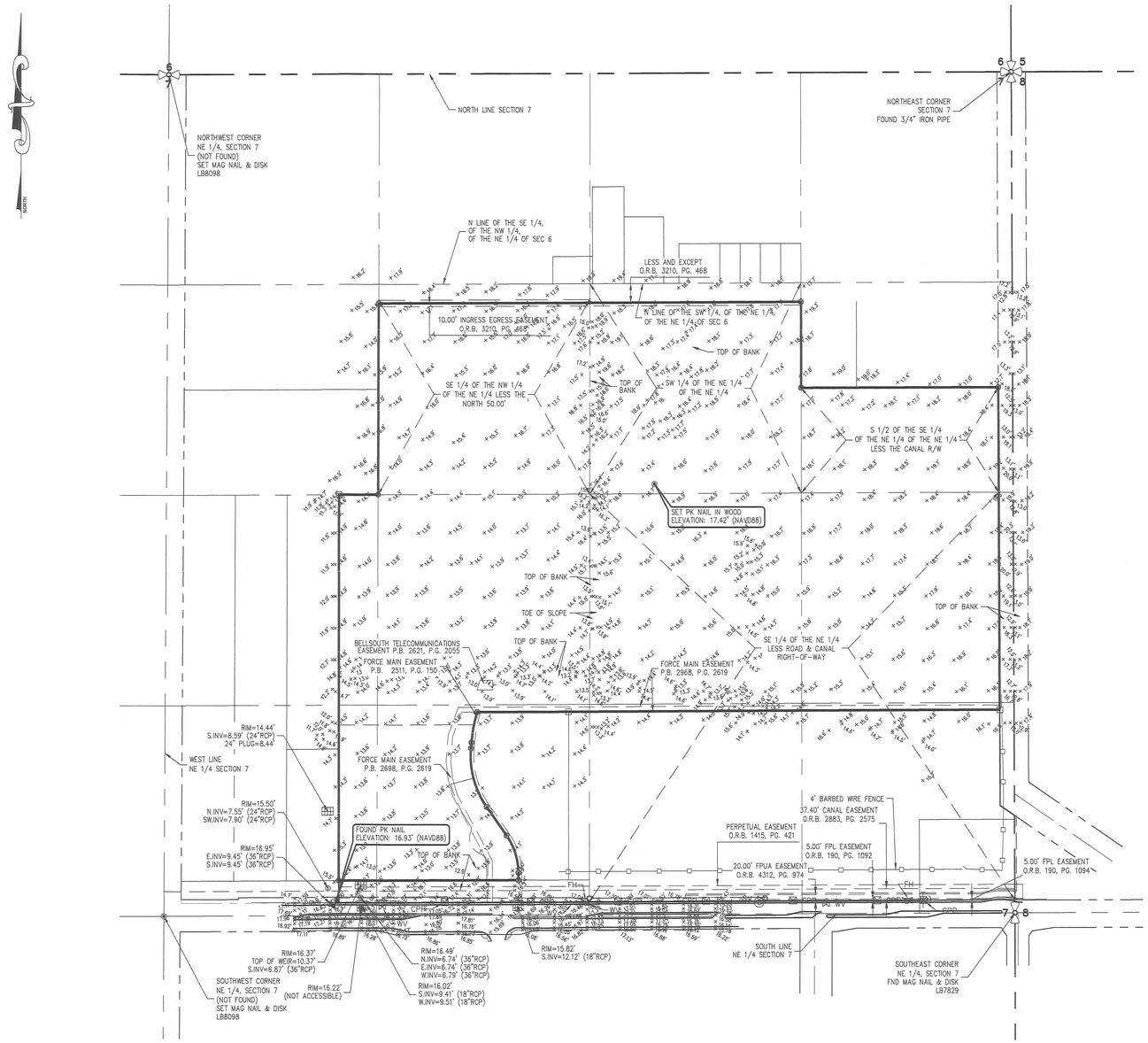
ALTA NSPS LAND/TITLE SURVEY

PREPARED WITH TITLE REVIEW FOR:
SUCHMAN REAL ESTATE GROUP

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 inch = 200 ft.



Z:\EDC-2021\21-539 - Suchman - Millcreek 62-acres\SURVEY\Dwg - PDP\Survey\21-539 ALTA Survey Rev 2.dwg, 8/23/2022 2:15 PM
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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

ABB	DRAWN BY
MTO	CHECKED BY
SV	FIELD CREW
21-539 ALTA Survey Rev 2.dwg	FILENAME
AS SHOWN	SCALE
August 23, 2022	DATE

DATE	REVISION COMMENTS
08/23/22	REVISED BOUNDARY LINES (REMOVED AREA OF QUESTIONABLE OWNERSHIP - ABB) (EPT)
04/07/22	UPDATED TITLE WORK AND ALTA TABLE A ITEMS - ABB
03/08/22	UPDATED BOUNDARY BASED ON NEW LEGAL DESCRIPTION - ABB
02/02/22	ADDRESSED COMMENTS FROM ATTORNEY - ABB

ALTA NSPS LAND/TITLE SURVEY
PREPARED WITH TITLE REVIEW FOR:
SUCHMAN REAL ESTATE GROUP

LAND LYING IN THE NORTHEAST 1/4
SEC. 07, TWNSHP. 35 SOUTH, RGE. 40 EAST
ST. LUCIE COUNTY, FLORIDA

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455

21-539

3 OF 3

Redtail DG
100 S. 2nd Street
Fort Pierce, Florida 34950
(772) 742 1555
redtaildg.com
todm@redtaildg.com

LEGAL DESCRIPTION
(Source: Submitted ALTA Survey)

PARCEL A:

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE S 1/2 OF THE SE 1/4 OF THE NE 1/4 OF THE NE 1/4; AND THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4; AND SE 1/4 OF THE NW 1/4 OF THE NE 1/4; LESS THE NORTH 50 FEET THEREOF; AND SE 1/4 OF THE NE 1/4, LESS THE NORTH 254.5 FEET SOUTH 294.5 FEET OF THE EAST 300 FEET OF THE SE 1/4 OF THE SE 1/4 OF THE NE 1/4; AND THE EAST 791.25 FEET OF THE SW 1/4 OF THE NE 1/4; LESS RIGHTS OF WAY FOR PUBLIC ROADS AND DRAINAGE CANALS AS TO ALL OF SAID PARCELS; ALL IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 600.00 FEET THEREOF.

PARCEL B:

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 725.27 FEET OF THE SOUTH 600.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY: THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, LESS RIGHT-OF- WAY FOR PUBLIC ROADS AND DRAINAGE CANALS.

LESS AND EXCEPT THE FOLLOWING PARCEL:

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7; THENCE NORTH 00° 00'56" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 40.00 FEET; THENCE SOUTH 89° 42'09" WEST ALONG A LINE 40 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 65.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89° 42'09" WEST ALONG SAID PARALLEL LINE FOR 157.17 FEET; THENCE NORTH 00° 17'51" WEST, FOR 92.93 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 206.46 FEET AND A CENTRAL ANGLE OF 34° 44'37"; THENCE NORTHWESTERLY ALONG SAID CURVE FOR 125.20 FEET TO A POINT OF TANGENCY; THENCE NORTH 35° 02'28N WEST, FOR 109.91 FEET TO A POINT OF CURVATURE WITH A CURVE

CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 39° 48'56"; THENCE NORTHERLY ALONG SAID CURVE FOR 194.58 FEET TO A POINT OF TANGENCY, THENCE NORTH 04° 46'28" EAST, FOR 18.58 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 477.11 AND A CENTRAL ANGLE OF 11° 47'43" THENCE NORTHERLY ALONG SAID CURVE FOR 98.22 FEET; THENCE NORTH 89° 42'09" EAST ALONG A LINE 640 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 288.42 FEET; THENCE SOUTH 00° 00'56" WEST ALONG THE EAST LINE OF THE WEST 725.27 FEET OF THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 600.01 FEET TO THE POINT OF BEGINNING.

AND FURTHER EXCEPTING ANY PART LYING WITHIN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3210, PAGE 468, OF THE PUBLIC RECORDS OF SAID COUNTY.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS LYING AND SITUATE IN ST LUCIE COUNTY, FLORIDA.







DREAM FINDERS HOMES

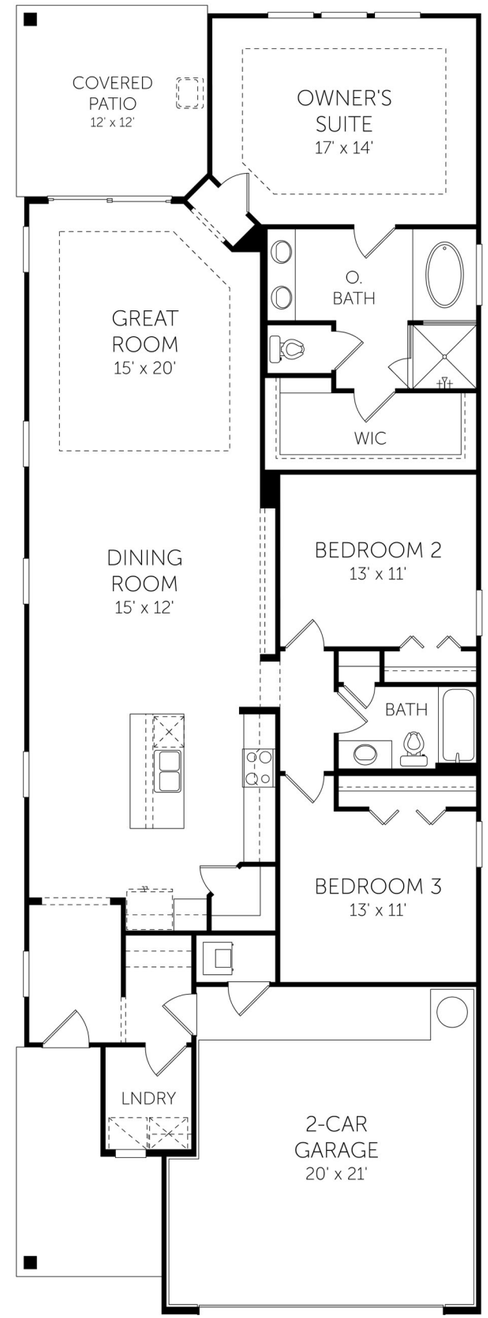
Avondale 1,864 SQFT

First Floor

3 Beds

2 Full Baths

No Options Selected



DREAMFINDERSHOMES.COM
Dream Finders Homes reserves the right to change elevations, specifications, materials and pricing without prior notice. Variations within the floor plans and elevations do exist. Square footage are approximate and will vary. Options may differ from what is shown per community, please contact a sales consultant for more information. © 2024 Dream Finders Homes CBC1257579

REDTAIL LLC
100 S. 2nd Street
Fort Pierce, FL 34950

TM Designed by

VP Drawn by

MILLCREEK

AVONDALE MODEL

SINGLE FAMILY DETACHED

7/19/2024





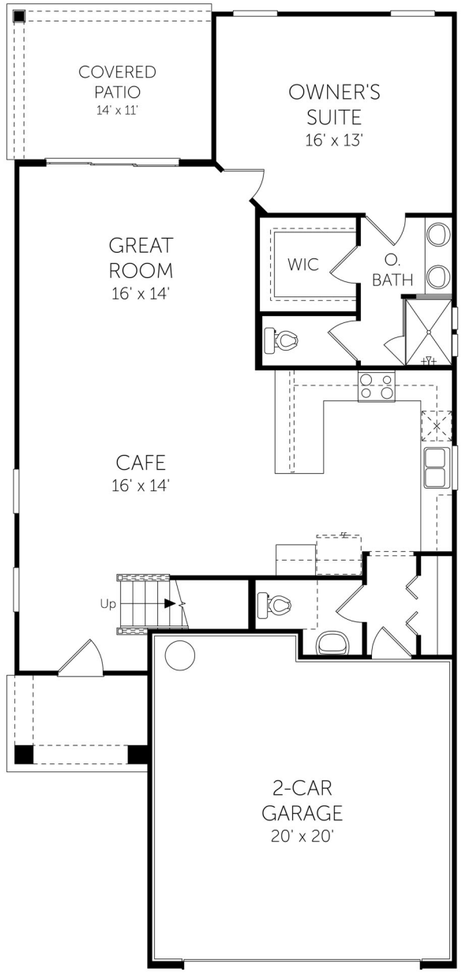


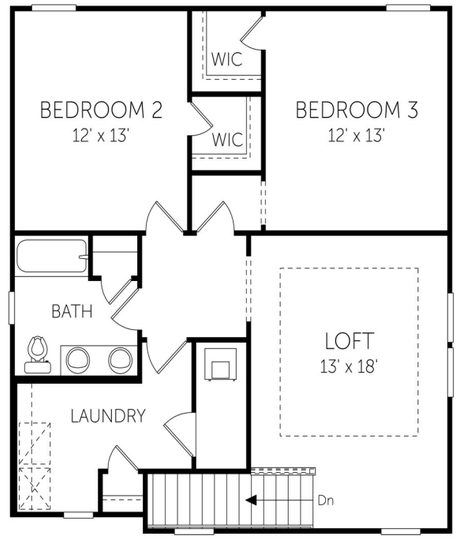
DREAM FINDERS HOMES

Stockton

First Floor
3 Beds
2 Full Baths | 1 Half Bath
2,098 Sq. Ft.

No Options Selected





DREAMFINDERSHOMES.COM
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REDTAIL LLC
100 S. 2nd Street
Fort Pierce, FL 34950

TM Designed by
VP Drawn by

MILLCREEK
STOCKTON MODEL
SINGLE FAMILY DETACHED

7/19/2024

SHEET 01 of 01





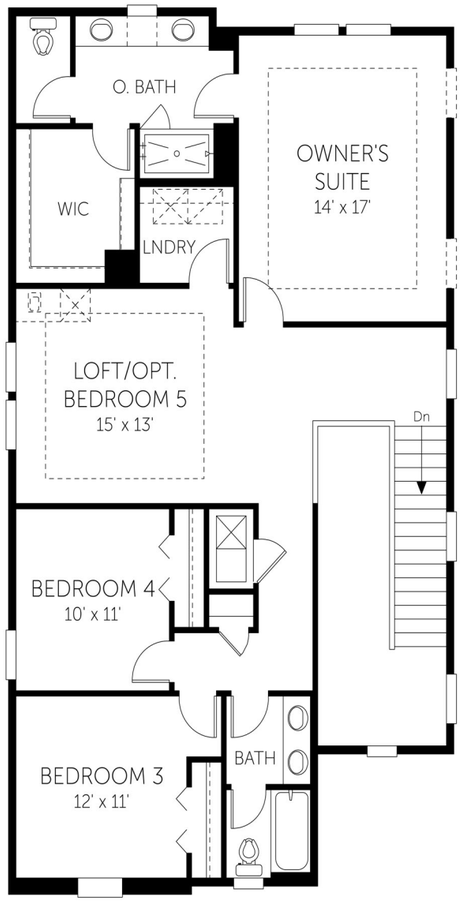


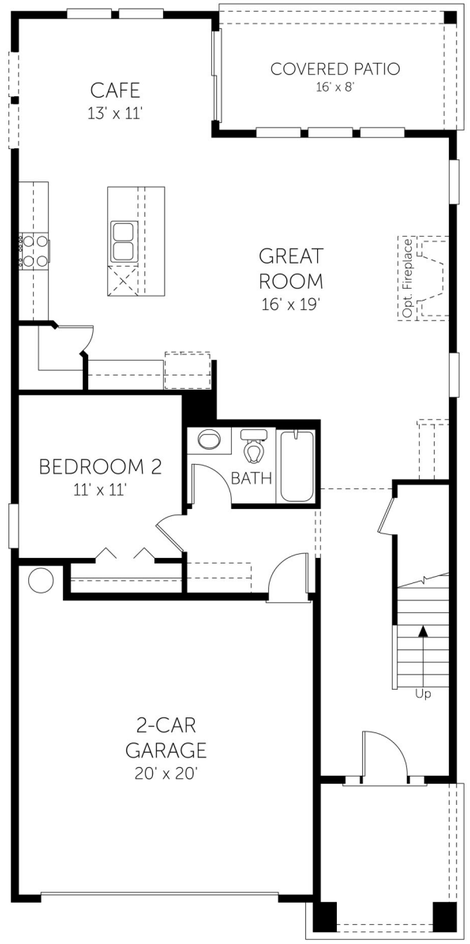
DREAM FINDERS HOMES

Vilano

Second Floor
4 Beds
3 Full Baths
1 Garage
2,500 Sq. Ft.

No Options Selected





DREAMFINDERSHOMES.COM
Dream Finders Homes reserves the right to change elevations, specifications, materials and pricing without prior notice. Variations within the floor plans and elevations do exist. Square footage are approximate and will vary. Options may differ from what is shown per community, please contact a sales consultant for more information. © 2024 Dream Finders Homes CBC1257579 Revision: 5/10/2023

REDTAIL LDC
100 S. 2nd Street
Fort Pierce, FL 34950

TM Designed by
VP Drawn by

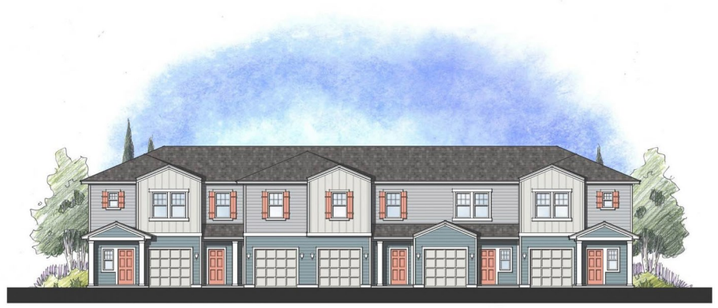
MILLCREEK
VILANO MODEL
SINGLE FAMILY DETACHED

7/19/2024

SHEET 01 of 01

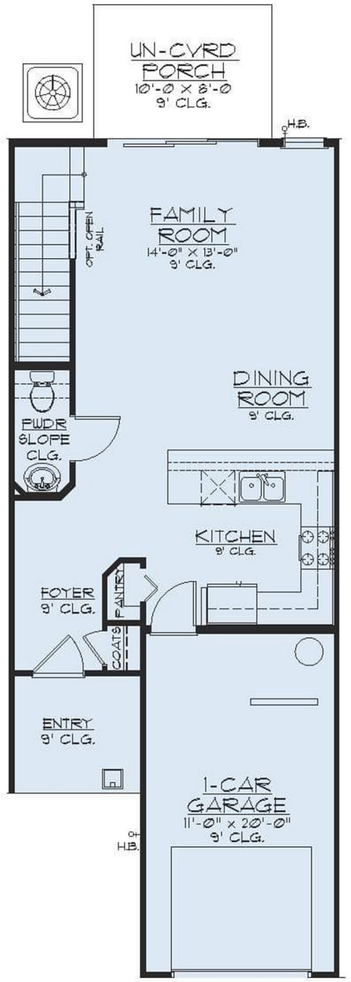



OPTION 2

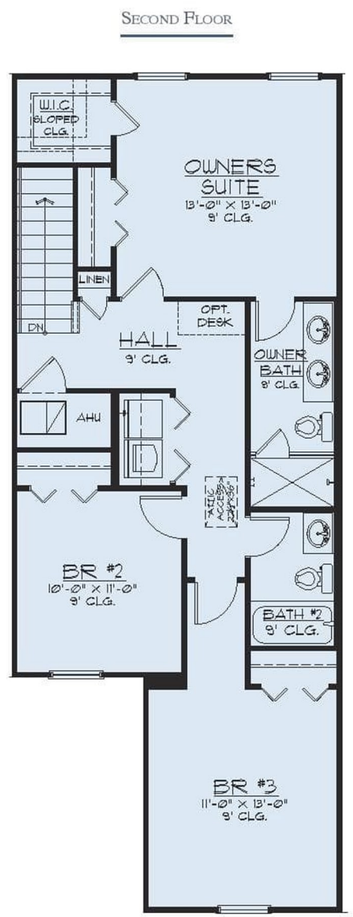

OPTION 3

WARBLER

3 BEDROOM | 2.5 BATH | 1 CAR GARAGE | 1,438 SQ. FT. LIVING AREA



First Floor



Second Floor

DREAM FINDERS HOMES
HOMES BUILT TO FIT YOUR LIFESTYLE

DREAMFINDERSHOMES.COM

Dream Finders Homes reserves the right to change elevations, specifications, materials and pricing without prior notice. Variations within the floorplans and elevations do exist. Square footage are approximate and will vary. ©2019 Dream Finders Homes 7/19.

CBC1257579

REDTAIL LLC
100 S. 2nd Street
Fort Pierce, FL 34950

TM Designed by

VP Drawn by

MILLCREEK

WARBLER MODEL
TOWNHOME

7/19/2024

SHEET 01 of 01

Redtail DG
100 S. 2nd Street
Fort Pierce, Florida 34950
(772) 348 0908
redtaildg.com
vlada@redtaildg.com

MILLCREEK

RESPONSE LETTER TO
TECHNICAL REVIEW COMMITTEE COMMENTS

Dear Planning Division,

Here are the responses (in blue) to the comments that we received on the TRC meeting on 10/17 for the Millcreek Planned Development application.

BUILDING DEPARTMENT

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. **Acknowledged**

All new construction or alterations shall meet the requirements of the Florida Building Code 8th Edition. **Acknowledged**

Building Permit required. **Acknowledged**

Signed and sealed construction drawings required. **On a phone call with the department it was agreed that the provided plans will suffice at this point.**

Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed. **Acknowledged**

Final plat and approved parcel ID's required to submit or DPCR and building permit review. **Acknowledged**

FPUA – Internet Services Letter

Acknowledged. The client or his representative will reach out to the customer service to discuss the needs.

POLICE DEPARTMENT

Regarding the development of this project, the total added dwelling units upon the City of Fort Pierce is anticipated at 439. 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. **Acknowledged**

TRANSPORTATION PLANNING ORGANIZATION

A Traffic Impact Analysis (TIA) was not included in the TRC packet. A Traffic Impact Analysis should be provided for review. **The TIA was a part of the submittal and to our knowledge there were some internal issues with the file transfers that have been since resolved.**

Because of the location of the proposed development, it appears that the transportation impacts from the proposed development will extend to the St. Lucie County and Florida Department of Transportation (FDOT) roadway networks. Therefore, coordination with the County and FDOT is necessary to fully analyze the potential impacts to their networks and develop the appropriate improvements to mitigate the impacts. **Acknowledged. Our traffic engineer reached out to FDOT and is working with them on the proposed improvements.**

FPUA – Comments

W/WW Engineering: Approved as noted
FPUA has Water and sewer available to serve this site. A pre-design meeting is strongly recommended given that offsite utility improvements will be necessary to adequately meet the expected demand for this development. Please submit 3 complete sets of utility construction plans along with a completed plan review application to the Water and Wastewater Engineering Department for review, at 1701 S 37th Street Fort Pierce Florida. For more information please contact John Biggs at 772 466 1600 ext. 3474. **Acknowledged. The plans will be submitted.**

Electric Engineering: This submission is outside of the FPUA electric service area. **Acknowledged.**

Gas: Approved. Natural gas is available. Infrastructure (gas mains/services) are available at no cost (load dependent) to builder/developer. Additionally, complementary water heaters (after rebate) are available for builders/developers on this project. **Acknowledged.**

FPUAnet Fiber: FPUAnet Approves; Fiber Internet Service – Can be made Available. If client would like Fiber Internet Service from FPUAnet Communications, please contact Eric Peters at (772) 468-1697 for Fiber Internet requirements if service is desired. **Acknowledged.**

ENGINEERING DEPARTMENT

1. Provide a typical roadway section which indicates the required curbed roadway for the project. The minimum paved width for a two-way roadway shall be 21' if utilizing Type "F" curb and gutter. **The typical roadway section shows the valley gutter that is used.**

2. Update the site plan to reflect the driveway dimensions. **Updated and showing the driveway dimensions**

3. Revise the site plan to reflect the property boundary information. **The boundary on the site plan matches the boundary survey**

4. The site plan indicates that Moore's Creek is located on the east side of the development, revise this to identify the creek as NSLRWMD Canal No. 3. **Revised**

5. Show all stop bars and stop signs. **Shown**

6. Show crosswalks and ADA ramps. **Shown**

7. Provide the legal description on the site plan. **Provided**

8. Provide the Orange Avenue driveway setback dimension as measured from the east property line. **Provided**

9. Provide hammerheads or T-turnarounds at all dead-end streets. **As discussed on the meeting, the City code follows the requirements of the Fire District and the proposed dead-ends are shorter than what would trigger a need for the T-turnarounds or hammerheads.**

10. Provide the radius of the paved cul-de-sac. **Provided**

11. The signature on the provided electronic survey is not validated, provide a valid certified survey. **Provided Signed and Sealed Survey**

12. A topographic survey was not provided; please provide a certified topographic survey as per the requirements specified in the City of Fort Pierce Code of Ordinances Section 119-2. **Provided**

13. Provide the proposed road setback adjacent to Parcel 2407-134-0001-000-4. **Provided**

14. Is visitor parking proposed at the clubhouse? The site plan does not indicate any parking, yet the landscaping plan reflects proposed parking. Revise the plans accordingly ensuring that all proposed improvements are shown on the site plan. **Yes, the site plan is revised to show the clubhouse and amenity area with belonging parking lots**.

15. Provide a cross section at the gated entrance which denotes proposed lane widths and other pertinent information. **Provided on the site plan**

16. According to the provided survey there are numerous easements of record located on the property including a 10' ingress/egress easement located along the northern boundary. How will these easement be incorporated into the project? **The mentioned 10' ingress/egress easement will not be utilized other than the proposed emergency exit that aligns with the N 43th street on the north of the project.**

17. Advisory Comments:
    a. All Environmental Permitting will need to be completed prior to construction activities. **Noted**
    b. Orange Avenue is an FDOT owned and maintained facility; permitting through FDOT will be required for all improvements located within the Orange Avenue R/W. **Noted**
    c. The stormwater report will be further reviewed and approved as part of the Building Permit Review. City Code Section 119 defers to the South Florida Water Management District methodology to determine minimum acceptable elevations for roadway, site perimeter berm, and finished floor elevations. A geotechnical report to determine water elevations is also required. **Noted**
    d. Jurisdictional wetlands are located on site. Prior to any clearing activities a SFWMD permit is required. **Noted**
    e. A formal gopher tortoise survey will be required. **Noted**

If you have any questions, please do not hesitate to call me on 772.348.0908.

Sincerely,

Vlada

Vlada Peterka
Redtail DG

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

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT:

Final Planned Development - Millcreek - 2407-124-0001-000-3

Comments

W/WW Engineering: Approved as noted,

FPUA has Water and sewer available to serve this site. A pre-design meeting is strongly recommended given that offsite utility improvements will be necessary to adequately meet the expected demand for this development. Please submit 3 complete sets of utility construction plans along with a completed plan review application to the Water and Wastewater Engineering Department for review, at 1701 S 37th Street Fort Pierce Florida. For more information please contact John Biggs at 772 466 1600 ext. 3474.

Electric Engineering: This submission is outside of the FPUA electric service area.

Gas: Approved. Natural gas is available. Infrastructure (gas mains/services) are available at no cost (load dependent) to builder/developer. Additionally, complementary water heaters (after rebate) are available for builders/developers on this project.

FPUAnet Fiber: FPUAnet **Approves;** Fiber Internet Service **– Can be made Available.**
If client would like **Fiber Internet Service** from FPUAnet Communications, please contact Eric Peters at (772) 468-1697 for **Fiber Internet** requirements if service is desired.

Developer Letter.pdf

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Kev Freemen, Planning Director

FROM: Selena Griffett, P.E., Project Engineer

THRU : Tracy Telle, Engineering Manager

RE : Millcreek Final Plan Development
Parcel 2407-124-0001-000-3

DATE : OCTOBER 17, 2024

This is to advise you that we have completed the review of the following documents as received by this office on October 7, 2024

- ☒ Development Permit Compliance Review
- ☐ Site Plan
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Executed Construction Contract
- ☐ Record Drawings
- ☐ Permits
- ☒ Final PD

Based on our reviews and appropriate site final inspection, we

- ☐ Recommend
- ☒ Do Not Recommend

- ☐ Variance Approval
- ☒ Final Plan Development Approval
- ☐ DPCR Approval
- ☐ C/O

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

☒ See attached for Engineering Comments

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

ENGINEERING COMMENTS:

1. Provide a typical roadway section which indicates the required curbed roadway for the project. The minimum paved width for a two-way roadway shall be 21' if utilizing Type "F" curb and gutter.
2. Update the site plan to reflect the driveway dimensions.
3. Revise the site plan to reflect the property boundary information.
4. The site plan indicates that Moore's Creek is located on the east side of the development, revise this to identify the creek as NSLRWMD Canal No. 3.
5. Show all stop bars and stop signs.
6. Show crosswalks and ADA ramps.
7. Provide the legal description on the site plan.
8. Provide the Orange Avenue driveway setback dimension as measured from the east property line.
9. Provide hammerheads or T-turnarounds at all dead-end streets.
10. Provide the radius of the paved cul-de-sac.
11. The signature on the provided electronic survey is not validated, provide a valid certified survey.
12. A topographic survey was not provided; please provide a certified topographic survey as per the requirements specified in the City of Fort Pierce Code of Ordinances Section 119-2.
13. Provide the proposed road setback adjacent to Parcel 2407-134-0001-000-4.
14. Is visitor parking proposed at the clubhouse? The site plan does not indicate any parking, yet the landscaping plan reflects proposed parking. Revise the plans accordingly ensuring that all proposed improvements are shown on the site plan.
15. Provide a cross section at the gated entrance which denotes proposed lane widths and other pertinent information.
16. According to the provided survey there are numerous easements of record located on the property including a 10' ingress/egress easement located along the northern boundary. How will these easement be incorporated into the project?
17. Advisory Comments:
    a. All Environmental Permitting will need to be completed prior to construction activities.
    b. Orange Avenue is an FDOT owned and maintained facility; permitting through FDOT will be required for all improvements located within the Orange Avenue R/W.
    c. The stormwater report will be further reviewed and approved as part of the Building Permit Review. City Code Section 119 defers to the South Florida Water Management District methodology to determine minimum acceptable elevations for roadway, site perimeter berm, and finished floor elevations. A geotechnical report to determine water elevations is also required.
    d. Jurisdictional wetlands are located on site. Prior to any clearing activities a SFWMD permit is required.
    e. A formal gopher tortoise survey will be required.

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, Florida 34953
772-462-1593 www.stlucietpo.org

October 15, 2024 **VIA EMAIL**

Mr. Kev Freeman, Planning Director
City of Fort Pierce
100 North U.S. Highway 1
Fort Pierce, Florida 34950

RE: Proposed Transportation Impact Review (PTIR)
Millcreek – Planned Development Amendment
Parcel Id: 2407-124-0001-000-3

Dear Mr. Freeman:

As the Federal and State-designated agency responsible for transportation planning for the City of Fort Pierce, City of Port St. Lucie, St. Lucie Village, and St. Lucie County, the St. Lucie Transportation Planning Organization (St. Lucie TPO) has completed a PTIR regarding the above-referenced proposed development. The proposed project is a 62.51-acre Planned Development with a total of 439 dwelling units, distributed into 309 townhomes and 130 detached, single-family homes on a currently undeveloped parcel of land. Based on the review, the following comments are provided:

- **Traffic Data:** A Traffic Impact Analysis (TIA) was not included in the TRC packet. A Traffic Impact Analysis should be provided for review.

- **Local and State Government Coordination:** Because of the location of the proposed development, it appears that the transportation impacts from the proposed development will extend to the St. Lucie County and Florida Department of Transportation (FDOT) roadway networks. Therefore, coordination with the County and FDOT is necessary to fully analyze the potential impacts to their networks and develop the appropriate improvements to mitigate the impacts.

Please contact me should any additional information or clarification be required regarding this review.

Sincerely,

Stephanie M. Torres

Stephanie M. Torres, CPM
Bicycle Pedestrian Program Manager

cc: City of Fort Pierce Planning Department

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 10.17.24
Property Address: Final Planned Development - Millcreek - 2407-124-0001-000-3

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves the submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. All new construction or alterations shall meet the requirements of the Florida Building Code 8th Edition.

☑ 4. Building Permit required.

☑ 5. Signed and sealed construction drawings required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ Shall include a signed and sealed Life Safety Plan
- ☐ Shall include a signed and sealed comprehensive drawing, detailing how the building and MEC elements will comply with the Florida Building Code requirements.

☑ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☑ 10. Final plat and approved parcel ID's required to submit or DPCR and building permit review.

☐ 11. Open permits, requiring attention exist.

☐ 12. Shall meet the Fire Prevention Code:

- ☐ Sprinkler system is required.
- ☐ Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 10/15/24

Fort Pierce Utilities Authority
FPUAnet Communications
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

Dear Developer,

I am writing to you today on behalf of FPUAnet, the City of Fort Pierce's municipal fiber internet service provider. I am reaching out to you to discuss the benefits of choosing FPUAnet for your next development project.

FPUAnet offers a number of advantages over traditional internet providers, including:

- **Scalable to meet growing demands:** FPUAnet's fiber optic network is designed to scale to meet the growing demands of Fort Pierce. This means that you can be confident that your internet connection will be able to handle even the most demanding applications and devices.
- **Gigabit internet throughout the entire service area:** FPUAnet offers gigabit internet speeds throughout its entire service area. This means that you can get the fastest possible internet speeds, no matter where you live in Fort Pierce.
- **High-quality internet to rural and low-income areas:** FPUAnet is committed to providing high-quality internet access to all residents of Fort Pierce, including those in rural and low-income areas. This is important for ensuring that everyone has the opportunity to participate in the digital economy.
- **Faster and more affordable than privately owned ISPs:** FPUAnet's prices are competitive with other internet providers, and in many cases, they are even more affordable. This is because FPUAnet does not have to make a profit, so it can pass on the savings to its customers.

In addition to these advantages, FPUAnet is also committed to providing excellent customer service. Our team of experts is available 24/7 to help you with any questions or problems you may have.

I would be happy to discuss your specific needs in more detail. Please do not hesitate to contact me at peters@fpua.com or 772-466-1600 ext.3311.

Thank you for your time and consideration. I look forward to hearing from you soon.
Sincerely,

Eric Peters
On behalf of FPUAnet

ST. LUCIE COUNTY FLORIDA

PUBLIC WORKS DEPARTMENT
DEVELOPMENT REVIEW COMMITTEE

October 15, 2024

PROJECT: **Millcreek**

REF: Project #

TO: Kevin Freeman

FROM: Grant Chambers

Comments:

1. Orange Ave is an FDOT Right-of-Way. Please coordinate with FDOT for permitting improvements within the Right-of-Way or any required Right-of-Way dedications

Conditions:

2. A Site Development Permit is required prior to performing site improvement activities.

TO: KEV FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: PD2024-00001 MILLCREEK FINAL PD - DEVELOPMENT AGREEMENT

CAO RLS FILE: RLS 25-139

DATE: JUNE 27, 2025

I have reviewed the above Request for Legal Services (RLS) related to a Planned Development Agreement ("Agreement") for the Millcreek Planned Development ("PD"). The Agreement was previously reviewed under RLS 25-30. I have made changes to the Agreement in a Track Changes format and comments on the Agreement for your review. Please note the following major issues within the Agreement that I have returned:

1. Previously, the Agreement was written with Dream Finders Homes, LLC ("Applicant") being the only party to the Agreement with the City. Based on the revisions resubmitted to me for review and unbeknownst to me until then, the Applicant does not actually own the property. Instead, they are under contract to purchase the property from FM Millcreek Holding, LLC (the "Owner"). The resubmitted Agreement listed the Applicant as the party to the Agreement with the City. This is incorrect, as they are not the legal owners of the property and have no legal authority to enter into a contract with the City against the property. Therefore, I have corrected the Agreement to include FM Millcreek Holding, LLC as the contracting party. The Applicant has been added as a Consenting Signatory and their relationship included within the Agreement's language when and where appropriate. If the property is sold to the Applicant, the Agreement runs with the property and the Applicant would still be controlled by the language of the Agreement.

2. The requirement for Unified Control was deleted in this version of the Agreement. I have added it back in. Unified Control has been required in every PD Agreement approved under the new PD Code. Changing requirements for one PD should not occur, as it places the City in a position of allowing different requirements for different projects and opens the City up to legal challenges in the future when opposite decisions are made. Additionally, Unified Control was required by Ordinance 23-011 when this property was rezoned before a final site plan could be approved. The failure to comply with Ordinance 23-011 will be addressed in greater detail below in this Memorandum.

3. The Phasing did not actually include the construction of the residences and townhomes intended to be constructed in each Phase. Per our discussion, this was an oversight, and I have included them under the applicable Phases.

4. I have deleted the Notice provisions to the Applicant. The proper Notice provisions to the Owner need to be included.

5. All Exhibits need corrected as explained in the comments, mainly to include all parcels and property within this PD.

At this point in time, it is my opinion and recommendation that this Agreement, the Final Site Plan, and the Amended Rezoning Ordinance for this PD should not be approved by the City, as they fail to meet the legal requirements for approval and would create significant legal liability on the City. This opinion and recommendation are based on the following:

1. The Millcreek PD was rezoned through Ordinance No. 23-011 by the City Commission. The PD included four (4) parcels in total. Numerous Conditions of Development were required under the Ordinance. While I do not know the status of most of the required Conditions of Development, and believe each should be critically evaluated before any future action on this PD, it is clear that the PD has failed to comply with the following required Conditions of Development[1]:

    a. Condition 8: "The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant." Upon reviewing this Agreement, the Final Site Plan, and the Property Appraiser's website, three (3) parcels within this PD are currently owned by Orange Avenue Development, LLC and one (1) parcel within this PD is owned by FM Millcreek Holding, LLC. The Owner nor Applicant under this Agreement have legal control of "all land" in the PD.

    b. Condition 14: "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." Neither of these have occurred as evidenced by the lack of combination on the Property Appraiser's website and four (4) Parcel IDs still existing instead of one (1).

    c. Condition 15: "After completion of the Unity of Title and Lot Combination, a General Address Request Form for the newly created Parcel ID and for any and each proposed building and residential unit shall be submitted to the Planning Department." This has not occurred, as it is dependent upon Condition 14.

2. While not a specific listed Condition of Development within Ordinance No. 23-011, it should be understood that the conditions of the rezoning did not allow for multiple approvals or splits of the Final Site Plan. Instead, the Ordinance and Conditions of Development repeatedly discussed one (1) Final Site Plan for the entire project and what must be completed prior to Final Site Plan submission and approval.

[1] It should be noted these concerns were address in the Memorandum to RLS 25-26 related to the Amended Rezoning Ordinance for this PD. After issuance of that Memorandum, the Applicant's development team and attorney(s) requested a meeting with me to explain the reason they had not complied with the requirements of Ordinance No. 23-011. Solutions were offered and discussed related to the legal concerns during the meeting. It does not appear changes have been made following that meeting, however.

3. The Agreement and Final Site Plan submitted by the Owner and/or Applicant do not include the entire PD property. Once properties are zoned together as a PD, they are essentially married to one another, for lack of a better term. The properties no longer have the ability to act independently of one another, as they are treated legally as a whole with all actions of one affecting the others. Of utmost legal concern are the density and intensity approvals that will be granted if the City were to proceed forward with approval of this Agreement and Final Site Plan addressing only one (1) parcel within a four (4) parcel PD. Where one portion of the PD absorbs density or intensity, that affects the overall density and intensity permitted within the PD. Meaning the other property owner's density and intensity are affected and possibly decreased by the density and intensity approved for this Owner and Applicant's one (1) parcel. Should the owner of the remaining three (3) parcels be unable to attain their desired density or intensity due to the approvals given by the City as to the one (1) parcel owned by a different owner, the City could very likely face a legal challenge from that property owner, which may likely include a takings claim under the Bert J. Harris, Jr., Private Property Rights Protection Act (commonly referred to as a "Bert Harris Claim"). It should be noted that of the parcels not included in this Agreement and Final Site Plan, as they were depicted in the presentation given by the Applicant when Ordinance No. 23-011 was approved by the City Commission, the other property owner intends for the remaining property to include both residential and commercial development, bringing the density and intensity allowances for the residential approvals in this Agreement and Final Site Plan directly into battle between the two property owners, further underscoring the legal peril of such an approval.

4. Section 125-212 of the City of Fort Pierce Code of Ordinances (the "Code") requires twenty (20) percent of "the site" be open space. This portion of the Code, like the remainder of the Code related to PD approvals, discusses the PD as a whole, not piecemeal. It is unclear to me at this time from the submission whether twenty (20) percent of this one (1) parcel is open space. Presuming it does contain twenty (20) percent, the remaining three (3) parcels would not be required to have any open space, since the minimum has been obtained by the one (1) parcel. This could prove problematic for the City in reviewing the appropriateness of the future development. Presuming it does not contain twenty (20) percent, the remaining three (3) parcels would be forced to absorb all of the remaining twenty (20) percent required by the Code. Again, such actions by the City could very likely open the City up to face a legal challenge from the remaining property owner, to include a Bert Harris Claim.

5. Approval of this Agreement with a Final Site Plan for only one (1) of the four (4) parcels does not address stormwater management for the PD as a whole, which may also prove to be problematic depending on the unknown requested future development to come for the remainder of the property.

6. Approval of this Agreement with a Final Site Plan for only one (1) of the four (4) parcels within this PD does not address the entire PD. Moving forward as proposed does not provide a comprehensive approach to the PD, to include development timelines, development requirements, phasing requirements, traffic requirements, environmental concerns, surrounding compatibility, or the health, safety, and welfare of the City's

citizens. When the remaining owner submits development approval requests to the City, the City will not be able to unilaterally require the current Owner to amend their approved Agreement to address the PD as a whole or as needed to provide appropriate approvals to the other property owner.

7. In reviewing Section 125-212 of the Code, proceeding piecemeal, as requested by the Owner and Applicant, is not contemplated. Instead, the Code is written wholistically as one (1) single property for PD submission, review, and approval.

It is my opinion and recommendation that unless and until the Millcreek PD is in compliance with all requirements of Ordinance No. 23-011 and all parcels and property within the Millcreek PD are included in the Agreement, Final Site Plan, and Amended Zoning Ordinance, the Agreement, Final Site Plan, and Amended Zoning Ordinance should not be approved by the City.[2]

I would suggest the best course of action would be for the Planning Department to discuss these legal concerns with the Owner and Applicant to determine if they would like to proceed forward as currently requested for a review by the City Commission or voluntarily withdraw their application to correct the identified legal deficiencies that currently exist. To be clear, however, the approval of this Agreement, the Final Site Plan, and the Amended Rezoning Ordinance are ultimately the decision of the City Commission. My opinion and recommendation are only that. The City Commission is not legally required to follow my opinion or recommendation and may choose to proceed as they desire, to include but not limited to full approval as requested by the Owner and Applicant. This should be made clear to the Owner and Applicant in any discussions. If you would like me to speak to the Owner, Applicant, and their attorney(s) with you, I am happy to do so. Please just let me know.

Because the decision as to whether this Agreement, the Final Site Plan, and the Amended Rezoning Ordinance are the decision of the City Commission and should the Owner and Applicant desire to move forward to a review by the City Commission, I have uploaded an Alternative Agreement Clean Copy which deletes the Unified Control term and adds language in the whereas clauses to explain the Agreement addresses only a portion of the PD and not the entire PD so that the Agreement would be factually correct, though my opinion and recommendation above stands. The areas changed are highlighted in yellow for you to find easily. You will need to fill in the date and Ordinance number for the Amended Rezoning Ordinance and fill in the proper Notice contacts for the Owner, both highlighted in yellow for you to find easily, before presenting the Agreement to the City Commission. The Alternative Agreement Clean Copy states the development being approved is consistent with the City's Comprehensive Plan and land development regulations, as required by Section 125-212 of the Code. I and the City Commission are relying on your expertise in determining those statements are correct. If they are not, please let me know, as this analysis will change.

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

Thank you.

[2] In the alternative, if all of the Millcreek PD owners would like to explore rezoning the parcels and separating themselves from the same PD, such could be explored, though the ability to do so is not guaranteed and has not been researched completely since no request to do so has been received.

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PLANNED DEVELOPMENT ZONING DEVELOPMENT AGREEMENT

THIS PLANNED DEVELOPMENT ZONING DEVELOPMENT AGREEMENT ("Agreement"), made and entered into this___day of _____, 2025, by and between FM Millcreek Holding, LLC, a Florida limited liability company, hereinafter referred to as the "**Owner**" and CITY OF FORT PIERCE, a political subdivision of the State of Florida, hereinafter referred to as the "**City**".

WITNESSETH:

WHEREAS, Owner is the current owner of the property situated in CITY OF FORT PIERCE, Florida, and more particularly described in the legal description attached and incorporated as **Exhibit 1** ("**Subject Property**");

WHEREAS, DREAM FINDERS HOMES, LLC, a Florida limited liability company, whose principal address is 14701 Phillips Highway Suite 300, Jacksonville, FL 32256, hereinafter referred to as the "**Applicant**", is the contract purchaser and intended developer of the Subject Property and has been involved in all negotiations regarding this Agreement with the City; and

WHEREAS, it is the desire of Owner to develop a portion of a Planned Development ("**PD**") to be known as "Millcreek" consisting of 61.76 acres with 439 single family and townhome dwelling units ("**DUs**") (the project to be referred to hereafter as the "**Development**"); and

WHEREAS, the Millcreek PD consists of three (3) remaining parcels not addressed within this Agreement that are owned by a separated entity and will require separate approvals; and

WHEREAS, the entire property contained within the Millcreek PD is as depicted in Ordinance No.

23-011; and

WHEREAS, as part of the Development, Owner is proposing contributions, as required by FDOT, to the roadway network to mitigate the PD's impacts to further satisfy Fort Pierce transportation concurrency requirements; and

WHEREAS, pursuant to City Code Section 125-212, a PD is permitted in the City subject to a PD Zoning Development Agreement negotiated between the Owner and the City in order to introduce flexibility into the development regulations in a manner that is mutually beneficial to the City and the development, and to encourage enlightened and imaginative approaches to community planning; and

WHEREAS, the Development is consistent with the City's Comprehensive Plan and land development regulations; and

WHEREAS, the City Commission of the City of Fort Pierce ("City Commission") adopted Ordinance No. 23-011 ("**PD Ordinance**") which approved the PD zoning for the Subject Property and additional property within the PD and contained numerous conditions of development; and

WHEREAS, on ___ the City Commission adopted Ordinance No. 25-___ ("Amended PD Ordinance") which approved a major amendment to the PD zoning for the Subject Property in which the provisions and obligations in this Agreement are made conditions of development as provided for in the Amended PD Ordinance.

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

A. LEGAL DESCRIPTION. This Agreement shall apply to the Subject Property, as described in **Exhibit 1**.

B. PARTIES. The Parties to this Agreement are FM Millcreek Holding, LLC and the City of Fort Pierce. Dream Finders Homes, LLC shall be a consenting signatory to the Agreement.

C. OWNERSHIP. Owner hereby warrants that Owner has fee simple ownership of all the Subject

Property included in this Agreement and as described in **Exhibit 1**, and that Applicant has a contractual right to purchase the Subject Property from Owner.

D. TERM. The Term of this Agreement shall be seven (7) years, during which all improvements contemplated herein must be completed. Unless otherwise agreed upon by the parties in writing, this Agreement shall not be renewed automatically for successive terms.

E. DEVELOPMENT TIMELINE. All Development shall be consistent with the timeline below and the Timetable for Planned Development and Traffic Improvements Phase Schedule, attached hereto as **Exhibit 2**.

1. Phase 1 – Construction shall begin no later than twelve (12) months from the date of obtaining all required approvals and development permits for Applicant to commence development.
2. Phase 2 – Construction shall begin no later than one (1) year after the final Certificate of Occupancy is issued for Phase 1.
3. Phase 3 – Construction shall begin no later than one (1) year after the final Certificate of Occupancy is issued for Phase 2.

F. TRAFFIC IMPROVEMENTS. Applicant and Owner agree that traffic contribution improvements (the "**Traffic Improvements**"), should they be required by FDOT for the approvals, will be undertaken and carried out in accordance with the following:

1. Should FDOT require a traffic signal as part of the approvals, then Applicant will construct a traffic signal at the intersection of Orange Avenue and Bent Creek Drive, which will align with the primary access to the PD.
2. In addition, should FDOT require intersection turn lane improvements, the Owner will make the following intersection improvements at Orange Avenue and Bent Creek Drive:

a. Eastbound:

i. Subject to approval by FDOT at the time of driveway permits, the queue length for the existing eastbound left turn lane will be determined and improved accordingly as required by FDOT.

b. Westbound:

i. Subject to approval by FDOT at the time of driveway permits, a westbound right turn lane will be built according to the requirements of the Florida Design Manual (FDM).

3. The timetable for Development and Traffic Improvements are attached at **Exhibit 2**.

4. The conditions and requirements agreed to by the City and the Owner are set forth in the Special Conditions of development attached and incorporated as **Exhibit 3**.

a. Owner agrees all Traffic Improvements shall be pursuant to all required permits and authorizations granted in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.

G. PHASING & PHASING REQUIREMENTS.

1. All phasing and requirements shall be consistent with the below and with the Timetable for Planned Development and Traffic Improvements Phase Schedule, attached hereto as Exhibit 2.

a. Phase 1 shall include:

i. Earthwork and grading, including lake excavation for stormwater ponds, for construction of 44 Single Family Detached Residences and 108 Townhomes, as well as project amenities.

ii. Water & Sewer utilities serving the 152 lots and project amenities,

including public pump station.

iii. Stormwater Management System inclusive of drainage inlets and conveyance piping to onsite lakes with positive outfall connection offsite.

iv. Intersection improvements at Orange Avenue and Bent Creek Drive, as outlined in Exhibit 2, will be constructed as required or permitted by FDOT prior to the City issuing the first Certificate of Occupancy for Phase 1.

v. Construction of 44 Single Family Detached Residences and 108 Townhomes.

b. Phase 2 shall include:

i. Earthwork and grading, including lake excavation for stormwater ponds, for construction of 86 Single Family Detached Residences and 71 Townhomes.

ii. Water and Sewer Utilities serving the 157 lots.

iii. Stormwater Management System inclusive of drainage inlets and conveyance piping to onsite lakes with positive outfall connection offsite.

iv. Construction of 86 Single Family Detached Residences and 71 Townhomes.

c. Phase 3 shall include:

i. Earthwork and grading, including lake excavation for stormwater ponds, for construction of 130 Townhomes.

ii. Water and Sewer Utilities serving the 130 lots.

iii. Stormwater Management System inclusive of drainage inlets and conveyance piping to onsite lakes with positive outfall connection offsite.

iv. Construction of 130 Townhomes.

H. PERMITTED USES; DENSITIES; HEIGHT.

1. Single Family Detached Residences

   a. A maximum of 10 dwelling units per acre Single Family Detached Residences may be built.

   b. Height shall not exceed 45 feet.

2. Townhomes:

   a. A maximum of 10 dwelling units per acre Townhome units may be built.

   b. Height shall not exceed 45 feet.

2. The maximum Gross Density of the Millcreek PD shall not exceed 10 DU/Acre.

3. Applicant and Owner will abide by all Land Development Regulations ("LDR's") in place at the time the appropriate development permits are obtained.

I. PUBLIC FACILITIES.

1. The following public facilities shall be constructed:

   a. Pump station.

   b. Conveyance of sanitary sewer and water utilities.

J. PUBLIC PURPOSE RESERVATIONS OR DEDICATIONS.

1. A school bus stop serving the community.

2. Any public right-of-way dedications necessary for intersection improvements at Orange

Avenue and Bent Creek Drive, as detailed in **Exhibit 2**, will be made in accordance with FDOT requirements prior to the issuance of the first Certificate of Occupancy by the City.

K. DEVELOPMENT PERMITS.

1. All required development permits and approvals shall be obtained before commencing construction, which shall include, but are not limited to:
    a. City of Fort Pierce Final PD
    b. City of Fort Pierce Development Permit Compliance Review Permit
    c. South Florida Water Management District Environmental Resources Permit and Dewatering Permit
    d. North St. Lucie Water Control District Drainage Permit
    e. St. Lucie County Right-of-Way Permit (as applicable)
    f. Fort Pierce Utility Authority Approval
    g. Florida Department of Environmental Water Main Extension Permit
    h. Florida Department of Environmental Wastewater Collection Permit
    i. Florida Department of Transportation Access and Utility Permit
2. The failure of including a development permit or approval above does not alleviate Owner from obtaining any and all required development permits or approvals, as provided for in Section M below.

L. COMPREHENSIVE PLAN AND LAND DEVELOPMENT REGULATION COMPLIANCE. The Development as proposed is consistent with the City's comprehensive plan and land development regulations.

M. PUBLIC HEALTH, SAFETY, AND WELFARE CONDITIONS.The Project will be designed and constructed in accordance with all Governmental standards having jurisdiction.

N. FAILURE TO ADDRESS REQUIREMENTS. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with any law, ordinance, rule, regulation, or legal requirement governing said permitting requirements, conditions, term, or restriction.

O. VESTED RIGHTS.

1. Owner shall have the right to construct the proposed Improvements in accordance with applicable laws, ordinances and regulations, the provisions and requirements of this Agreement, the approved master site plan, final site plans, construction plans, landscape plans, preserve area management plans, and subdivision plats, hereinafter sometimes collectively referred to as development orders ("**Development Orders**").
2. Owner, its successors, and assigns, shall have no vested rights in any expired development orders for this development.

P. DESTRUCTION. In the event that all or a portion of the proposed Improvements should be destroyed by a storm, fire, or other common disaster, Owner and its grantees, successors, and assigns shall have the right to rebuild and/or repair so long as there is strict compliance with the approved master site plan, final site plan(s), subdivision plat(s), and Development Orders.

Q. CHANGES OR AMENDMENTS

1. There shall at all times be strict adherence to the provisions of this Agreement and the approved Development Orders. Any change or amendment to this Agreement and/or approved Development Orders shall only be made in accordance with the City's Code of Ordinances and pursuant to any public hearing process included therein, when applicable.

2. Notwithstanding Paragraph 1, Owner and its successors in interest and the City may amend or terminate this Agreement without securing the consent of other property owners whose property is subject to this Agreement, unless such amendment or termination directly and materially modifies the allowable uses or entitlements of such owners' property.

R. COMPLIANCE /REMEDIES.

1. Development of Millcreek and the proposed Improvements shall at all times be in compliance with this Agreement and any approved Development Orders. In the event that the Owner fails to comply with any provision or condition of this Agreement or a Development Order, the City shall have the right to cease the processing of any applications or permits for development, including the issuance of building permits or certificates of occupancy for the Subject Property, including any associated phases. In the event that the Owner fails to construct the Improvements consistent with this Agreement, the City can terminate this Agreement in its sole discretion. If the Agreement is terminated or expires, no building permits shall be issued for the PD consistent with the site plan approvals or this Agreement until such time as a new agreement or an amendment to this Agreement is executed by the Parties.

2. In the event that any person files a complaint with the City Manager alleging that this Agreement, an approved development permit, or a Development Order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application has occurred, the

City Manager will review and respond to such complaint and take appropriate action as provided for in the City Code, this Agreement, and other applicable law.

3. The above provisions shall not be interpreted to provide an exclusive remedy, and the City may pursue any appropriate remedy at law or equity in the event Owner or their successors in interest fail to abide by the provisions of this Agreement.

S. JURISDICTION. This Agreement shall be governed by the laws of the State of Florida, and any and all legal action instituted because of this Agreement shall be instituted in the City of Fort Pierce, County of St. Lucie, Florida.

T. HOLD HARMLESS. The City shall be held harmless and indemnified by Owner from any and all liability stemming from any disputes between Owner, its successors, assigns, predecessors in title or other property owners regarding any development under this Agreement.

U. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the Parties hereto, their successors in interest, heirs, assigns, and personal representatives. This Agreement may only be assigned by Owner after notice to the City. The obligations of this Agreement run with the Subject Property.

V. NOTICE. Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of Notice, the addressees are as follows:

OWNER: XXXXXX
XXXXXX
XXXXXX
XXXXXX

CITY: **City Manager**
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

With required copy to:
City Attorney
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the day of actual delivery if by overnight courier; or on the date upon which the return receipt is signed, or delivery is refused if by registered or certified mail. Either party may change its address for the purpose of this Section by written Notice to the other party given in accordance with the provisions of this Section.

W. ENTIRE AGREEMENT. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

X. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision 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.

SIGNATURES TO FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and entered into the day and year first written. The date of this Agreement shall be the date on which this Agreement was approved by the City Commission of Fort Pierce.

OWNER: FM MILLCREEK HOLDING, LLC,
A Florida limited liability company

By: _____
Its: _____

Witness: _____
Print: _____
Address: _____

Witness: _____
Print: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as _____ of Dream Finders Homes, LLC, a Florida limited liability company, who [__] is personally known to me [__] has produced _____ as identification.

_____
Notary Public - State of Florida
My Commission Expires:

(NOTARY SEAL)

CITY OF FORT PIERCE:

ATTEST:

_____
Linda Hudson, Mayor

_____
Linda W. Cox,
City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

(SEAL)

_____
Sara K. Hedges, City Attorney

CONSENTING SIGNATORY ONLY

APPLICANT: DREAM FINDERS HOMES, LLC,
A Florida limited liability company

By: _____
Its: _____

Witness: _____
Print: _____
Address: _____

Witness: _____
Print: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as _____ of Dream Finders Homes, LLC, a Florida limited liability company, who [__] is personally known to me [__] has produced _____ as identification.

_____
Notary Public - State of Florida
My Commission Expires:

(NOTARY SEAL)

EXHIBIT 1
LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

Parcel ID Number: 2407-124-0001-000-3

LEGAL DESCRIPTION:

PARCEL A:

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE S 1/2 OF THE SE 1/4 OF THE NE 1/4 OF THE NE 1/4; AND THE SW 1/4 OF THE NE 1/4 OF THE NE 1/4; AND SE 1/4 OF THE NW 1/4 OF THE NE 1/4; LESS THE NORTH 50 FEET THEREOF; AND SE 1/4 OF THE NE 1/4, LESS THE NORTH 254.5 FEET SOUTH 294.5 FEET OF THE EAST 300 FEET OF THE SE 1/4 OF THE SE 1/4 OF THE NE 1/4; AND THE EAST 791.25 FEET OF THE SW 1/4 OF THE NE 1/4; LESS RIGHTS OF WAY FOR PUBLIC ROADS AND DRAINAGE CANALS AS TO ALL OF SAID PARCELS; ALL IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. LESS AND EXCEPT THE SOUTH 600.00 FEET THEREOF.

PARCEL B:

A PARCEL OF LAND LYING IN SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 725.27 FEET OF THE SOUTH 600.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 7, LESS RIGHT—OF— WAY FOR PUBLIC ROADS AND DRAINAGE CANALS.

LESS AND EXCEPT THE FOLLOWING PARCEL:

A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7; THENCE NORTH 00°00'56" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 40.00 FEET; THENCE SOUTH 89°42'09" WEST ALONG A LINE 40 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 65.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°42'09" WEST ALONG SAID PARALLEL LINE FOR 157.17 FEET; THENCE NORTH 00°17'51" WEST, FOR 92.93 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 206.46 FEET AND A CENTRAL ANGLE OF 34°44'37"; THENCE NORTHWESTERLY ALONG SAID CURVE FOR 125.20 FEET TO A POINT OF TANGENCY; THENCE NORTH 35°02'28N WEST, FOR 109.91 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 280.00 FEET AND A CENTRAL ANGLE OF 39°48'56"; THENCE NORTHERLY ALONG SAID CURVE FOR 194.58 FEET TO A POINT OF TANGENCY, THENCE NORTH 04°46'28" EAST, FOR 18.58 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 477.11 AND A CENTRAL ANGLE OF 11°47'43" THENCE NORTHERLY ALONG SAID CURVE FOR 98.22 FEET; THENCE NORTH 89°42'09" EAST ALONG A LINE 640 FEET NORTH FROM AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 288.42 FEET; THENCE SOUTH 00°00'56" WEST ALONG THE EAST LINE OF THE WEST 725.27 FEET OF THE EAST 791.25 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 7, FOR 600.01 FEET TO THE POINT OF BEGINNING.

AND FURTHER EXCEPTING ANY PART LYING WITHIN THAT CERTAIN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 3210, PAGE 468, OF THE PUBLIC RECORDS OF SAID COUNTY.

SUBJECT TO EXISTING EASEMENTS, RIGHTS—OF—WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS LYING AND SITUATE IN ST LUCIE COUNTY, FLORIDA.

EXHIBIT 2

TIMETABLE FOR PLANNED DEVELOPMENT AND TRAFFIC IMPROVEMENTS
PHASE SCHEDULE

Intersection improvements at Orange Avenue and Bent Creek Drive will be built as required/permitted by FDOT before the first Certificate of Occupancy is issued by the City.

Each Phase of the Development shall be completed pursuant to the below schedule:

	PHASE 1	**PHASE 2**	**PHASE 3**
Clearing/Grading	November 2025	November 2027	November 2029
Utility Installation	May 2026	May 2028	May 2030
Development Cert	February 2027	February 2029	February 2031
First Closings	August 2027	August 2029	August 2031
Last Closings	July 2029	July 2031	July 2034

EXHIBIT 3

SPECIAL CONDITIONS OF DEVELOPMENT

1. The phasing of the project, outlined in Exhibit 2 of this agreement, shall adhere to City Code Sections 125- 212(b) and 125-212(c)(7): Phasing. When provisions for phasing are included in the development plan, each phase of development must be so planned and so related to previous development, surrounding properties, and the available public facilities and services, that failure to proceed with subsequent phases will not adversely impact drainage, utilities, parking, or the traffic flow of the completed phases.

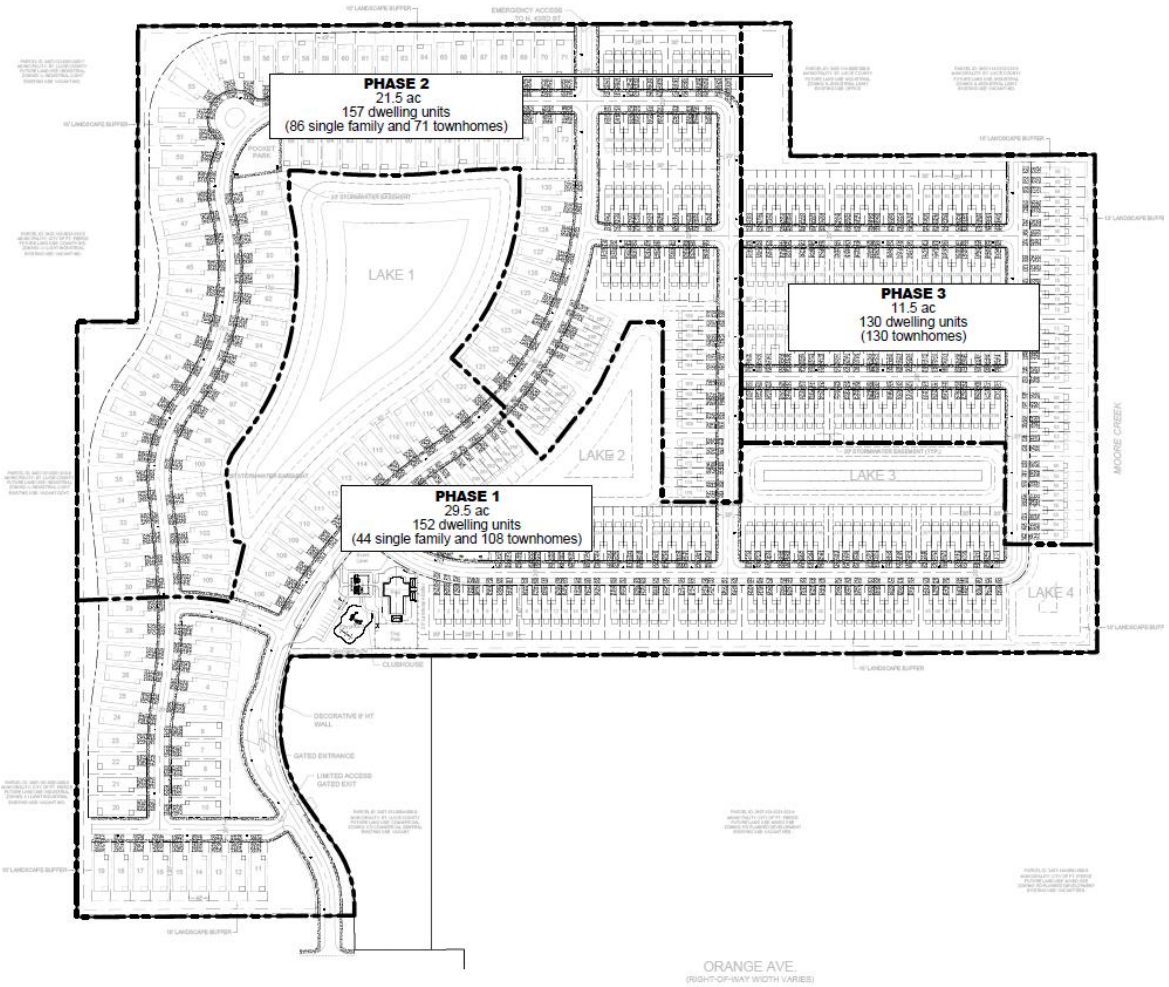


Fig 1. Phasing Plan

2. The following Documents form part of the Millcreek Final Planned Development.

PD SITE PLAN by Redtail DG, on March 27, 2025
PD PHASING PLAN by Redtail DG, on August 30, 2024
ARCHITECTURAL DRAWINGS by Dream Finders Homes, on July 17, 2024
FLOOR PLANS by Dream Finders Homes, on July 17, 2024
LIGHTING PLAN by Genesis Lighting, on July 17, 2024
BOUNDARY SURVEY by EDC, on May 16, 2024
CONSTRUCTION PLAN by Thomas Engineering Group, on July 22, 2024
LANDSCAPE PLAN by Landscape Design Associates, on July 17, 2024
TREE SURVEY by EDC, on July 22, 2024
FINAL STORMWATER REPORT by Thomas Engineering Group, on September 5, 2024

STORMWATER MAINTENANCE by Thomas Engineering Group, on September 5, 2024
TRAFFIC IMPACT ANALYSIS by JFO Group, on June 14, 2024
ENVIRONMENTAL ASSESSMENT by EW Consultants, on July 17, 2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: KEV FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: ORD - MILLCREEK FINAL PD

CAO RLS FILE: RLS 25-26

DATE: MARCH 21, 2025

I have reviewed the above Request for Legal Services (RLS) related to a draft Ordinance for a final site plan approval for the Millcreek Final PD and zoning amendment. I have reviewed the Ordinance, made suggested changes, and uploaded the Ordinance in a Track Changes and Clean Copy version. The final site plan attached to the Ordinance has spots where red markings have been used to cross out (after the fact) parts of the final site plan. In reviewing the site plan presented to the Planning Board on March 10, 2025, it indicates it is a Conceptual Plan, which is part of what appears to be marked out on the final site plan included in the draft Ordinance. There is also block of text that is included in the final site plan that specifically says this is a "conceptual plan… and may or may not comply with all county land development regulations." Additionally, the presentation to the Planning Board had a site plan that was multiple pages long, the reference to the additional pages also appears to be part of what was crossed out in the draft Ordinance version. On both final site plan versions, there are multiple references to the County as the jurisdiction and to Parcel ID numbers not listed in this draft Ordinance. A corrected, clean final site plan needs to be included in the Ordinance. If changes are made to the final site plan, it should be resubmitted to the Planning Board for review and approval. Finally, Ordinance 23-011 indicated the location of this PD as the Northwest corner of Orange Avenue and North 39th Street in Fort Pierce, which is different than the location in this draft Ordinance. Such should be reviewed to determine if the draft Ordinance needs to be changed for consistency with the original rezoning ordinance.

I do want to point out that this final site plan does not include the entire Millcreek PD property or project. While I will defer to you on the decision to split this PD into multiple final site plans with separate approvals (or require another major amendment), I do want to point out concerns with proceeding in this manner:

1. The City Commission will not have the entire picture of the PD and the intent for the remainder of the property to make a fully informed decision.
2. In reviewing Ordinance 23-011, it does not appear moving forward as proposed is consistent with that Ordinance's requirements and conditions.

a. The requirements and conditions of the rezoning did not allow for multiple approvals or splits of the final site plan, instead it repeatedly discussed one final site plan for the entire project and what must be done prior to final site plan approval.
b. The Ordinance also required a Unity of Title and Lot Combination, which does not appear to have occurred since the Parcel ID for this property is not a newly created Parcel ID as would have occurred and is a Parcel ID included in the original rezoning. Additionally, in reviewing the documents presented to the Planning Board on March 10, 2025, the Property Card does not show the parcels have been combined.

3. All requirements and conditions of Ordinance 23-011 should be reviewed to confirm the final site plan is consistent with the requirements and conditions.
4. Separating the final site plan approvals will cause issues with the required Planned Development Zoning Agreement – there will not be a comprehensive approach to timelines, phasing, etc. for the entire PD; there may be issues related to traffic, safety, etc. between the different phases that are not able to be addressed appropriately; there will have to be either a substantial amendment to the Agreement or two separate Agreements, both of which could prove extremely problematic; the Agreement will not be able to provide a comprehensive approach to the development of the entire PD.
5. Moving forward as proposed should be evaluated for any issues with the final plat for the project.

With the suggested changes incorporated, the corrections to the final site plan, the review of the location language, and the above concerns noted and/or resolved, the draft Ordinance is approved as to form and correctness.

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

Thank you.
SH

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Millcreek 25-021

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: July 6, 2025

NOTICE BY MAIL: July 3, 2025

NOTICE BY SIGNS: March 5, 2025

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE:  **DATE:** July 9,2025



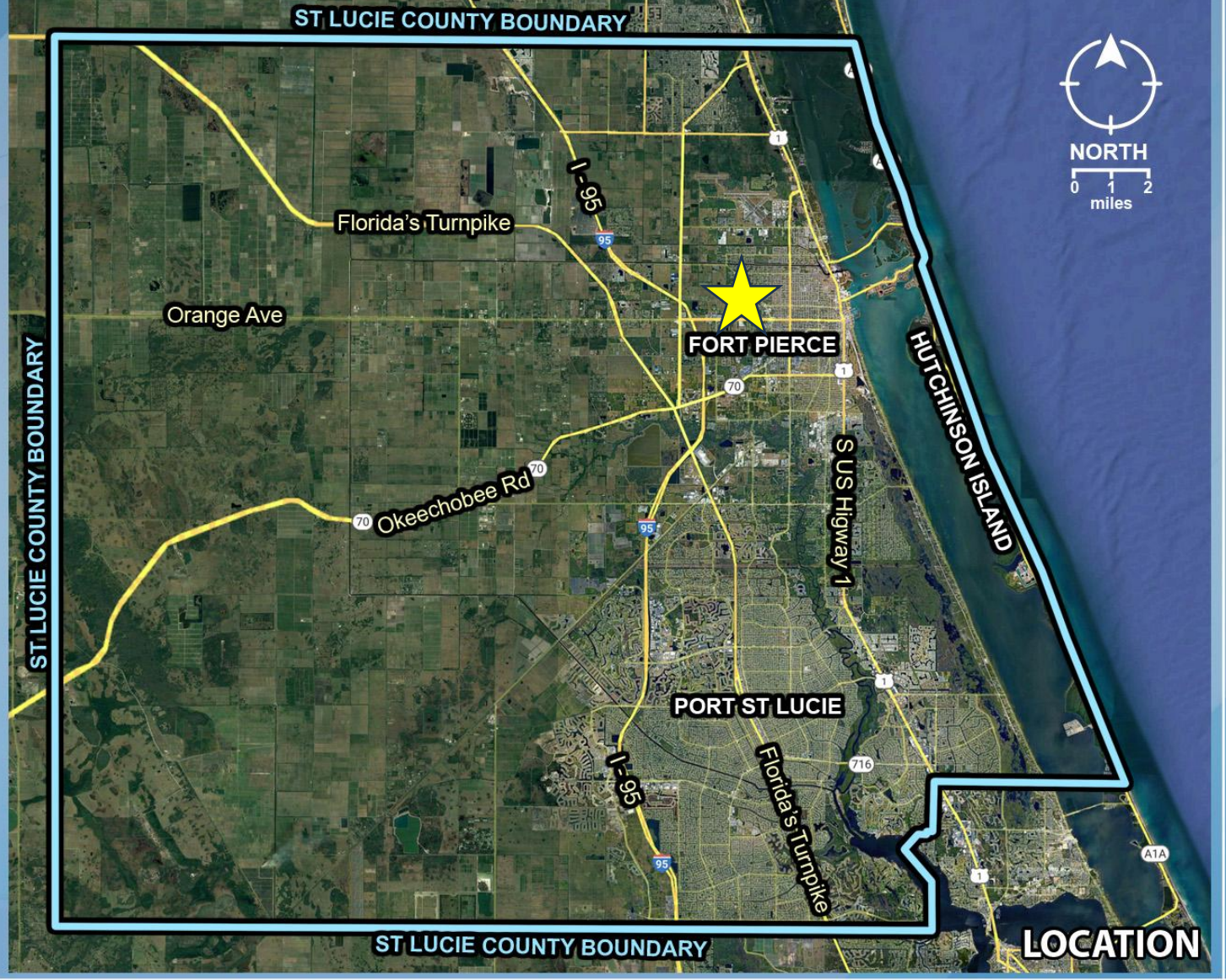
MILLCREEK PD

Phase 1 Final Site Plan

City of Fort Pierce

City Commission Meeting

JULY 21, 2025

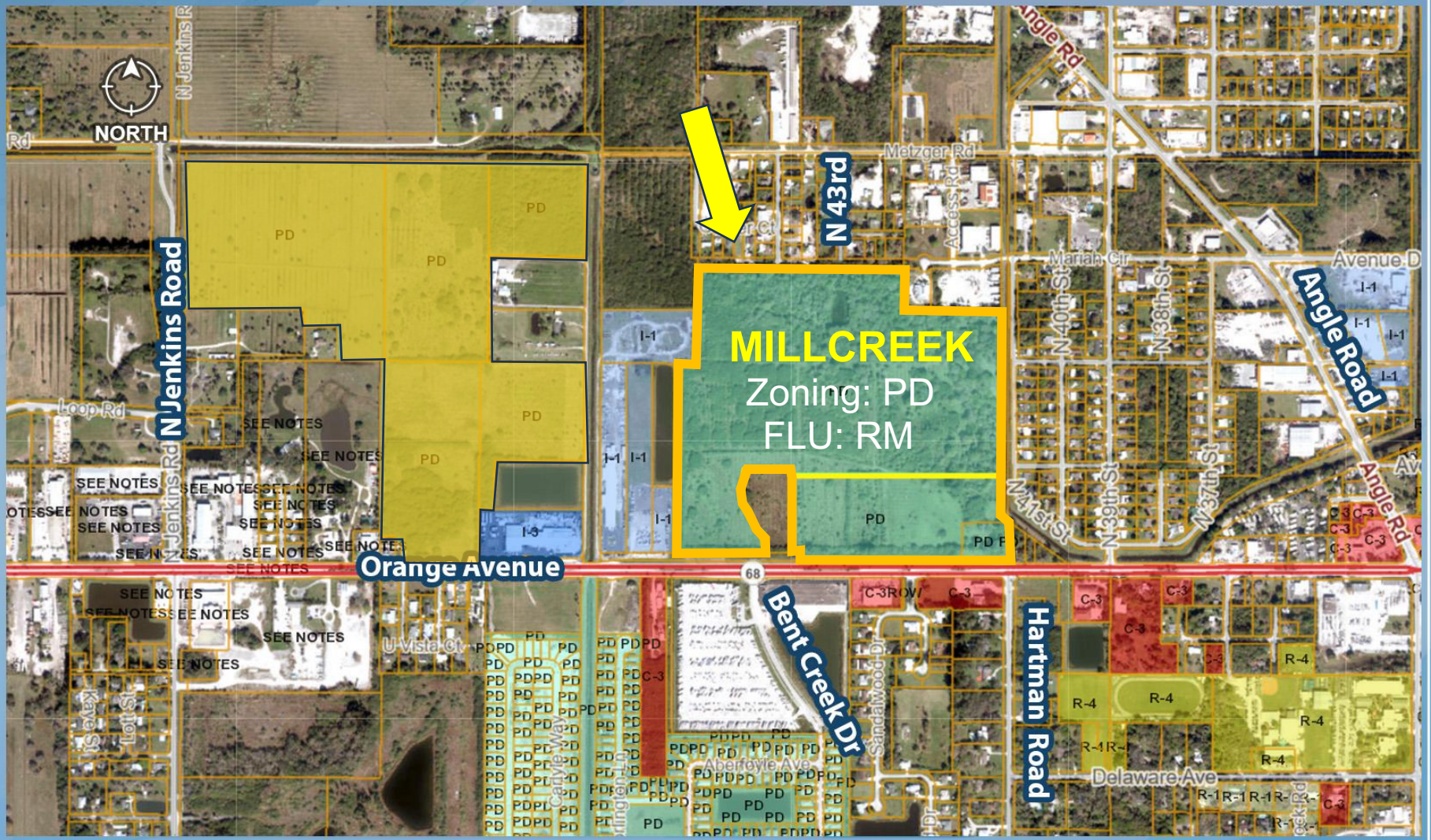

ST LUCIE COUNTY BOUNDARY
NORTH
0 1 2
miles
I-95
Florida's Turnpike
Orange Ave
FORT PIERCE
HUTCHINSON ISLAND
ST LUCIE COUNTY BOUNDARY
Okeechobee Rd
S US Higway 1
PORT ST LUCIE
I-95
Florida's Turnpike
ST LUCIE COUNTY BOUNDARY
LOCATION

MILLCREEK

VICINITY

City of Fort Pierce

ZONING MAP



REDTAIL

2007 PUD

County Approved PUD Site Plan

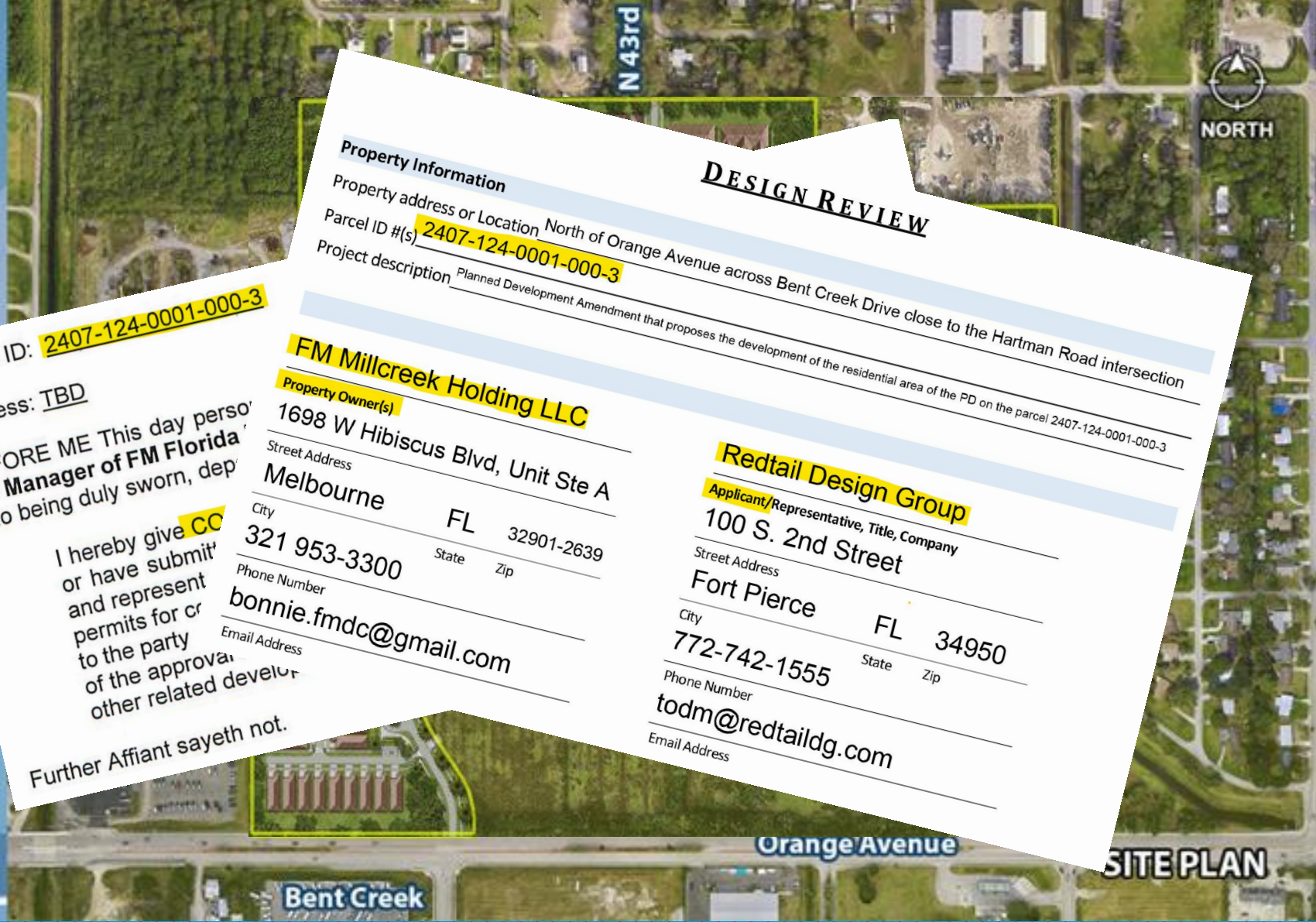


MILLCREEK

REDTAIL LLC

2025 PD

Same Owner then as today:



Parcel ID: 2407-124-0001-000-3

Address: TBD

BEFORE ME This day perso
the Manager of FM Florida
who being duly sworn, dep

I hereby give CO
or have submit
and represent
permits for c
to the party
of the approva
other related develo

Further Affiant sayeth not.

DESIGN REVIEW

Property Information

Property address or Location North of Orange Avenue across Bent Creek Drive close to the Hartman Road intersection

Parcel ID #(s) 2407-124-0001-000-3

Project description Planned Development Amendment that proposes the development of the residential area of the PD on the parcel 2407-124-0001-000-3

FM Millcreek Holding LLC

Property Owner(s)

1698 W Hibiscus Blvd, Unit Ste A
Street Address

Melbourne FL 32901-2639
City State Zip

321 953-3300
Phone Number

bonnie.fmdc@gmail.com
Email Address

Redtail Design Group

Applicant/Representative, Title, Company

100 S. 2nd Street
Street Address

Fort Pierce FL 34950
City State Zip

772-742-1555
Phone Number

todm@redtaildg.com
Email Address

MILLCREEK

REDTAIL DG

2023 APPROV PRELIMIN PD PL

INCLUDES:

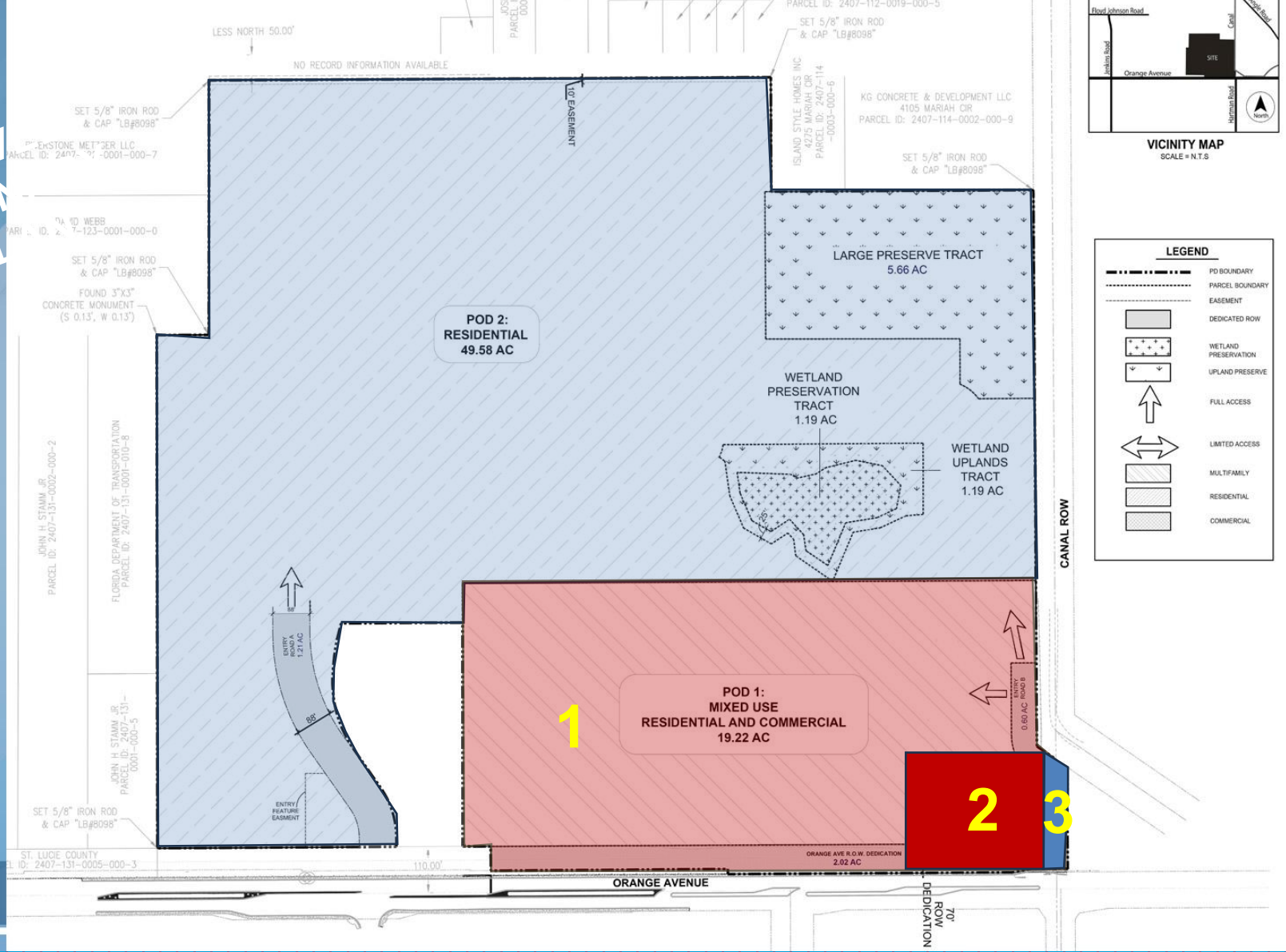
Two Separate Pods

Two Separate Owners

POD 2:
1 Owner / 1Lot

POD 1:
1 Owner / 3 Lots

MILLCREEK



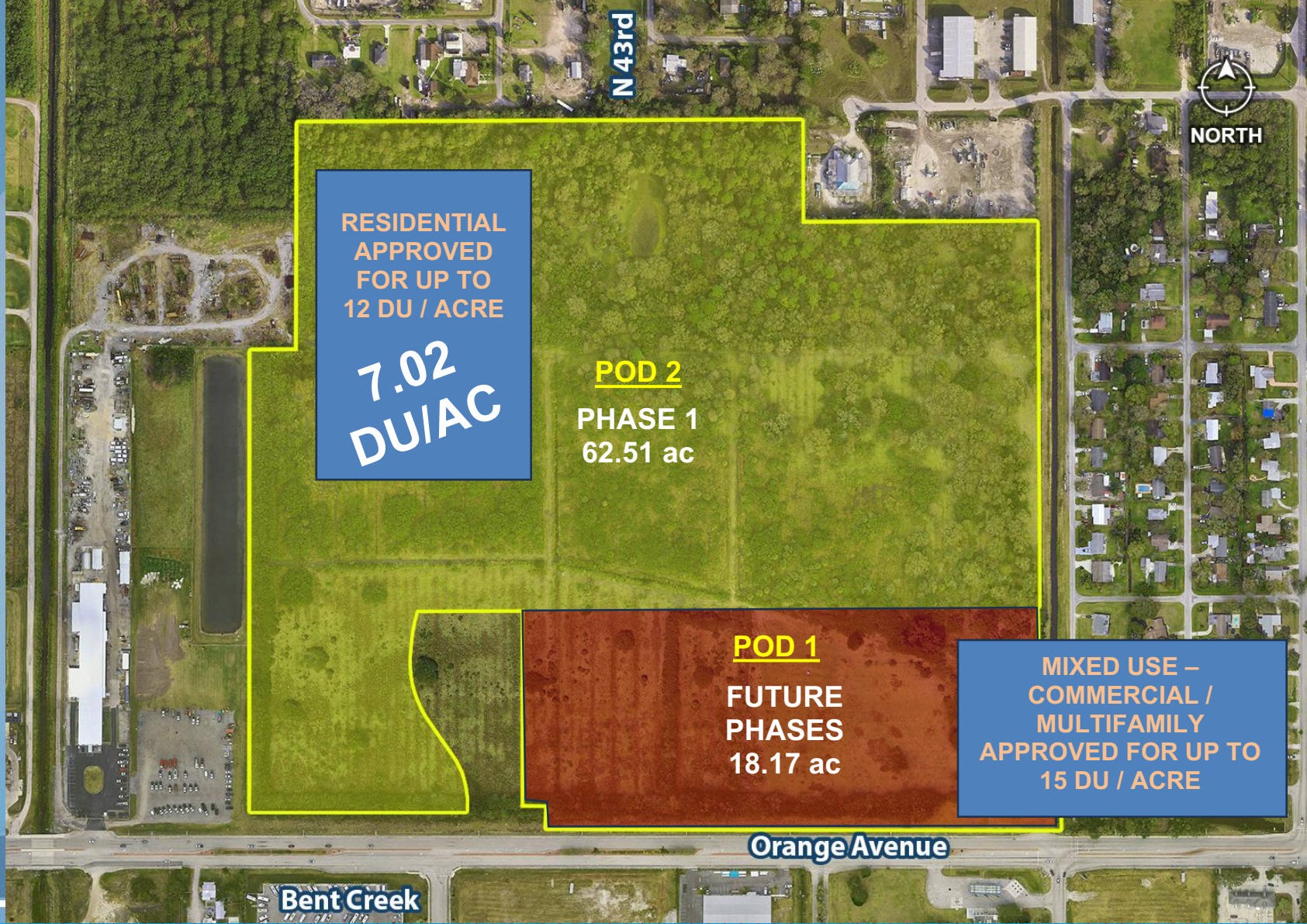
REDTAIL DG

2023 Approved PD

Included:
Two PODS

CURRENT SUBMITTAL:
PHASE 1
62.51 acres

MILLCREEK



REDTAIL

JULY 2024

Submitted
POD 2
PHASE 1



SITE PLAN

MILLCREEK

REDTAIL DG

Approved PD

Two PODS

ACREAGE



MILLCREEK

REDTAIL DG

STORMWATER AND ACCESS

5.84 ac Stormwater

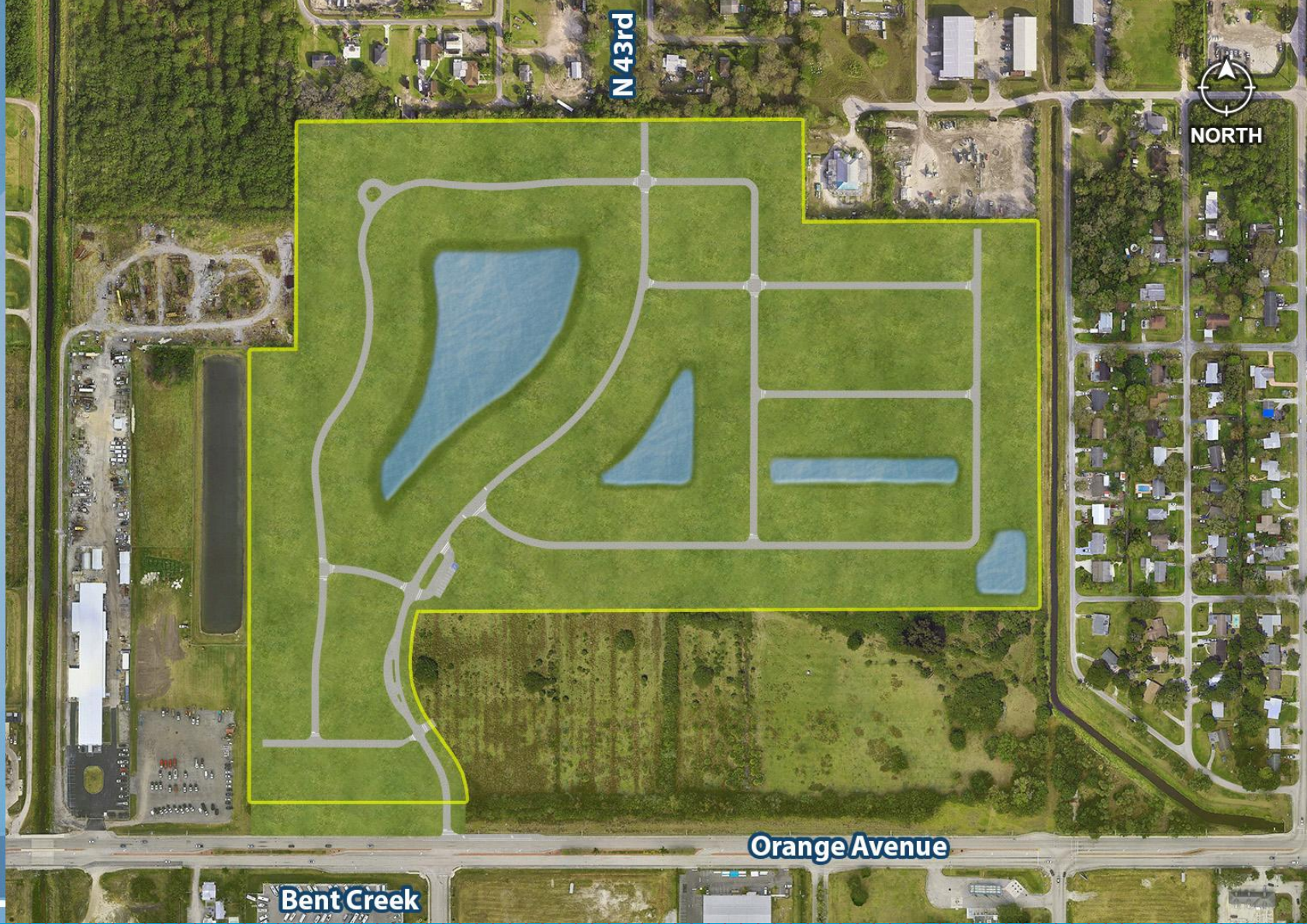
Access



MILLCREEK

REDTAIL DG

STORMWATER AND ACCESS



MILLCREEK

REDTAIL

MAIN ACCESS



MILLCREEK

Gated Entrance

School Bus Stop

Access to the neighboring property

Gated Exit only

Main Access

Deceleration lane

Orange Avenue

Bent Creek

REDTAIL

SITE PLAN

130 Single Family



MILLCREEK

REDTAIL DG

SITE PLAN

130 Single Family

309 Townhomes

439 Total homes

7 dwelling units/ac

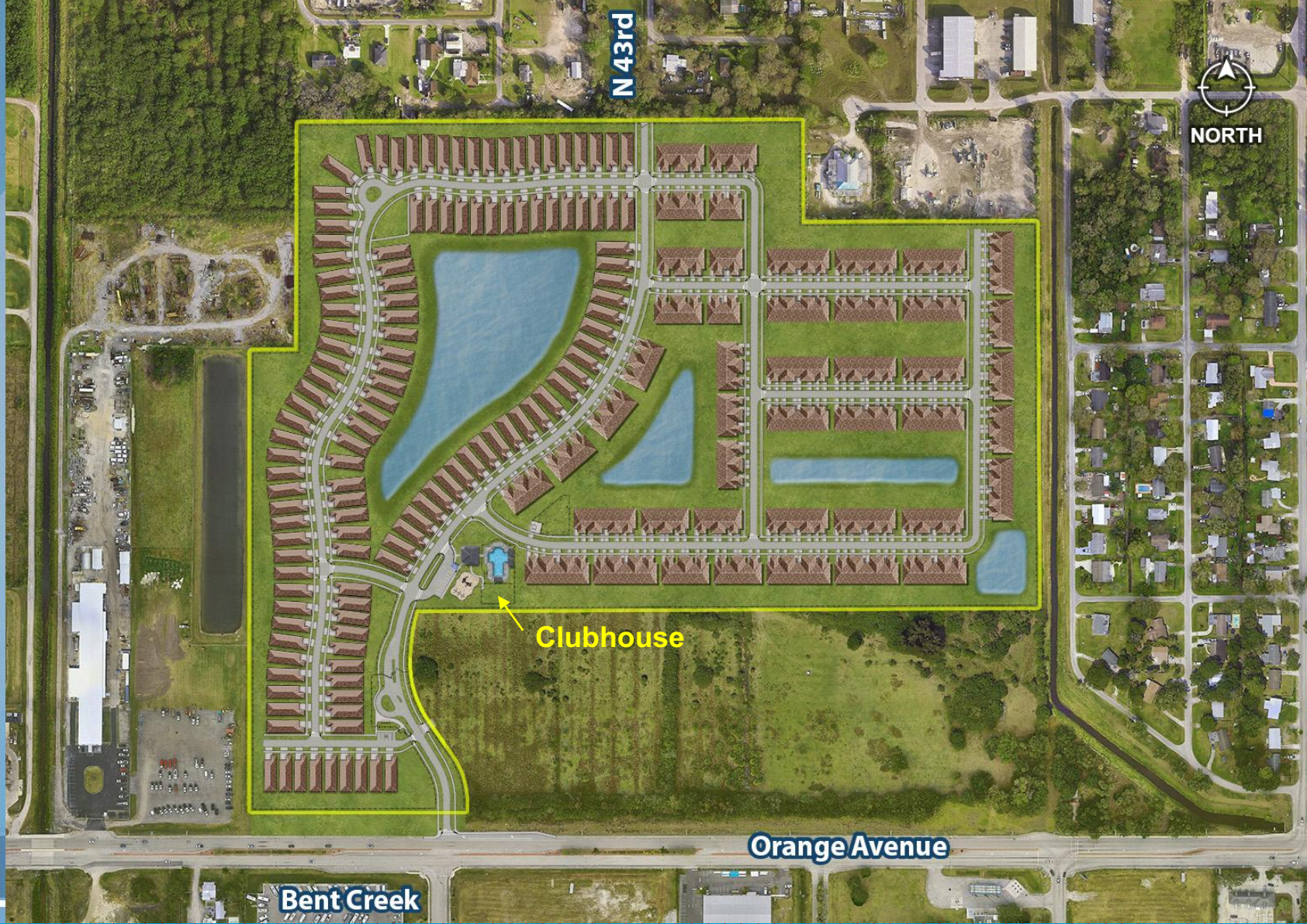


MILLCREEK

REDTAIL DG

AMENITIES

- Clubhouse
- Pool Deck
- Pool
- Playground
- Dog Park
- Event Lawn



MILLCREEK



Clubhouse Elevations

EVENT LAWN

CLUBHOUSE

POOL

PLAYGROUND

DOG PARK

MILLCREEK

REDTAIL DG

PARKS



MILLCREEK

REDTAIL DG

LANDSCAPING

PERIMETER LANDSCAPE BUFFERS

EXCEED REQUIREMENTS



MILLCREEK

REDTAIL DG

LANDSCAPING



MILLCREEK

REDTAIL DG

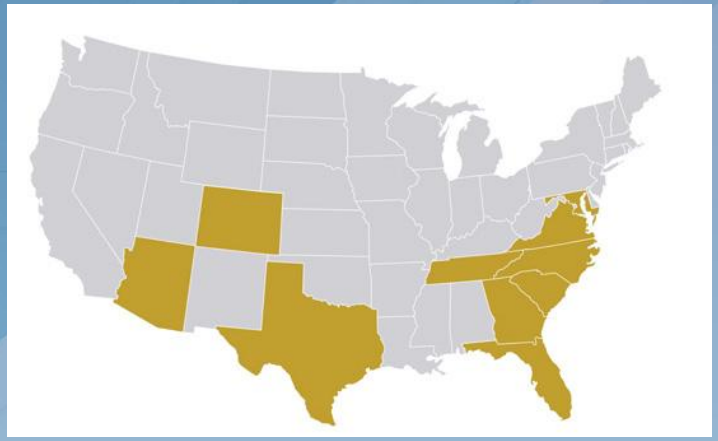
PHASING PLAN



MILLCREEK

REDTAIL

10 STATES



22 MARKETS
225 COMMUNITIES
31,000 HOMES
SENIOR LIVING
2021 NASDAQ
2022 PGA TOUR
2024 BUILDER
2025 NAT'L BUILDER OF YEAR

DREAM FINDERS HOMES
ACTIVE ADULT LIFESTYLE

FOUNDED IN 2008

DREAM FINDERS HOMES

Nasdaq

DREAM FINDERS HOMES
NATIONAL BUILDER OF THE YEAR
2025

OFFICIAL BUILDER FOR PGA

PGA TOUR

Builder
2024 Builder 100
14 Dream Finders Homes (p)

MILLCREEK

NATIONAL HOME BUILDER

AVONDALE

1,864 SQFT
3 Beds
2 Full Baths
2-Car Garage







DREAM FINDERS HOMES

Avondale 1,864 SQFT
First Floor
3 Beds
2 Full Baths

No Options Selected



DREAMFINDERSHOMES.COM
Dream Finders Homes reserves the right to change elevations, specifications, materials and pricing without prior notice. Variations within the floor plans and elevations do exist. Square footage are approximate and will vary. Options may differ from what is shown per community, please contact a sales consultant for more information. © 2024 Dream Finders Homes CBC1257579

REDTAIL DG

STOCKTON

2,098 SQFT
3 Beds
2 Full Baths
1 Half Bath
2-Car Garage





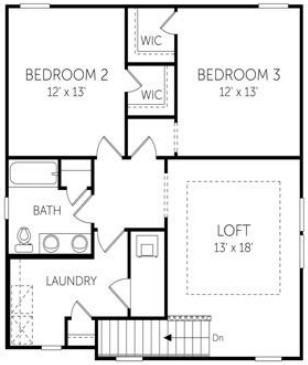


DREAM FINDERS HOMES

Stockton
First Floor
3 Beds
2 Full Baths | 1 Half Bath
2,098 Sq. Ft.

No Options Selected





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VILANO

2,500 SQFT
4 Beds
3 Full Baths
2-Car Garage



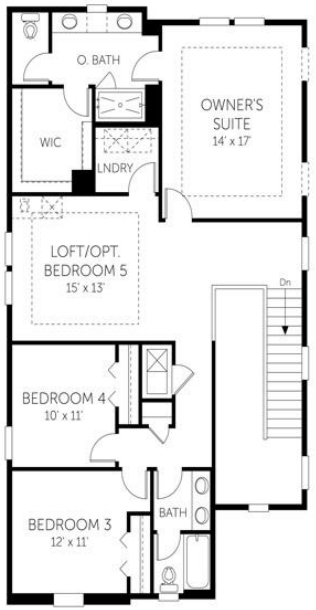




DREAM FINDERS HOMES

Vilano
Second Floor
4 Beds
3 Full Baths
1 Garage
2,500 Sq. Ft.

No Options Selected





DREAMFINDERSHOMES.COM
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REDTAIL DG

WARBLER

1,438 SQFT
3 Beds
2 Full Baths
1 Half bath
1-Car Garage

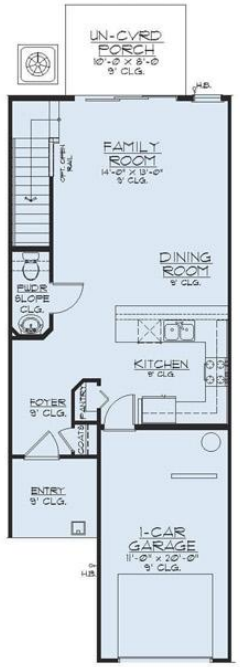


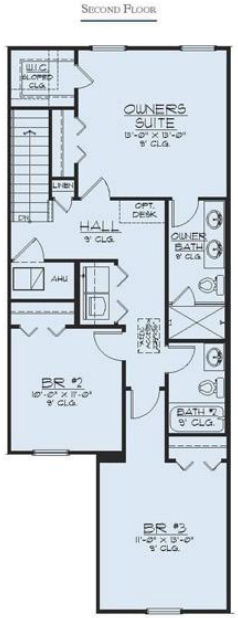

OPTION 2


OPTION 3

WARBLER

3 BEDROOM | 2.5 BATH | 1 CAR GARAGE | 1,438 SQ. FT. LIVING AREA





DREAM FINDERS HOMES
HOMES BUILT TO FIT YOUR LIFESTYLE

DREAMFINDERSHOMES.COM

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CBC1257579

* Models subject to periodic Company wide revisions

REDTAIL DG

THANK YOU FOR YOUR ATTENTION

QUESTIONS?

MILLCREEK



LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

07/06/2025

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 07/06/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

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KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Section 166.041 (3)(a) of Florida State Statutes, will on Monday, July 21, 2025 at 5:05 p.m. hold a Quasi-Judicial Public Hearing on first reading and will on Monday, August 4 at 5:05 p.m. hold a second reading on the enactment of the proposed ordinance in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE 25-021- AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE MILLCREEK PLANNED DEVELOPMENT (PD) ZONING IN RESPECT OF ONE (1) PARCEL OF APPROXIMATELY 62.51 ACRES OF LAND, MORE OR LESS, AND GENERALLY LOCATED NORTH OF ORANGE AVE AND WEST OF 41ST STREET; APPROVING MILLCREEK PD PHASE 1 FINAL SITE PLAN THROUGH THE FINAL PLANNED DEVELOPMENT (PD) ZONING PROCESS; APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

SUBJECT PROPERTY: PARCEL ID: 2407-124-0001-000-3

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
July 6 2025
LSAR0327870

City Commission Regular Meeting - 5:05 PM **13. A.**

Meeting Date: 07/21/2025

Re: Resolution Approving the Interlocal Agreement between St. Lucie County and the City of Fort Pierce for the Creation of Anchoring Limitation Areas

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

Resolution 25-R49 approving Interlocal Agreement between St. Lucie County and the City of Fort Pierce for the Creation of Anchoring Limitation Areas pursuant to Sections 327.4108 and 163.07, Florida Statutes.

SUMMARY:

St. Lucie County has set the County's Anchoring Limitation Areas Ordinance for review and approval on July 22, 2025. The Interlocal Agreement outlines the duties and responsibilities of the City and the County related to the Anchoring Limitation Areas.

RECOMMENDATION:

Staff will proceed as directed.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Dean Kubitschek, Marina Manager
Kyle Kauffmann, Marina Operations Manager

COORDINATED WITH:

Sara Hedges, City Attorney
Joshua Revord, Director of Port, Inlet & Beaches, St. Lucie County
Jean Stasio, Assistant County Attorney, St. Lucie County

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Resolution No. 25-R49 Approval ILA with SLC re Anchoring Limitation Areas
Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/08/2025 11:50 AM

Form Started By: Sara Hedges
Started On: 07/07/2025 10:53 AM
Final Approval Date: 07/08/2025

RESOLUTION NO. 25-R49

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, APPROVING AN INTERLOCAL AGREEMENT BETWEEN ST. LUCIE COUNTY AND THE CITY OF FORT PIERCE FOR THE CREATION OF ANCHORING LIMITATION AREAS; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 327.4108, Florida Statutes, authorizes counties to establish Anchoring Limitation Areas subject to the requirements contained therein; and

WHEREAS, Section 327.4108, Florida Statutes, does not allow municipalities or cities to establish Anchoring Limitation Areas; and

WHEREAS, Section 163.01, Florida Statutes, authorizes public agencies to enter into an interlocal agreement to provide for the efficient use of resources; and

WHEREAS, the City of Fort Pierce (the "City") has requested the assistance of St. Lucie County (the "County") in establishing one or more Anchoring Limitation Areas in Fort Pierce Inlet, Fort Pierce, on behalf of the City; and

WHEREAS, the County's Anchoring Limitation Areas Ordinance is set for review, consideration, and approval by the St. Lucie County Board of County Commissioners on July 22, 2025; and

WHEREAS, the City is willing to assist the County in implementing and enforcing the established Anchoring Limitation Areas; and

WHEREAS, the County has requested the City approved the Interlocal Agreement between St. Lucie County and the City of Fort Pierce for the Creation of Anchoring Limitation Areas (the "ILA"), attached hereto at Exhibit A and incorporated fully herein by reference, prior to their July 22, 2025 meeting; and

WHEREAS, the ILA details the duties and responsibilities of the City and the County related to the Anchoring Limitation Areas that will be established in the City; and

WHEREAS, the City recognizes the environmental, health, and safety impacts of vessels anchored for too long in its waters; and

WHEREAS, the City has determined entering into the ILA is in the best interest of the health, safety, and welfare of the citizens of the City.

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

SECTION 1. The City Commission of the City of Fort Pierce, Florida, approves the Interlocal Agreement between St. Lucie County and the City of Fort Pierce for the Creation of Anchoring Limitation Areas (the "ILA"), attached hereto as Exhibit A and fully incorporated herein by reference.

SECTION 2. The Mayor, City Clerk, and City Attorney are hereby authorized and directed to take all actions necessary to consummate the ILA.

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

INTERLOCAL AGREEMENT BETWEEN
ST. LUCIE COUNTY AND THE CITY OF FORT PIERCE
FOR THE CREATION OF ANCHORING LIMITATION AREAS

THIS INTERLOCAL AGREEMENT is made and entered into on this_____day of _____ 2025, by and between the City of Fort Pierce, a municipality in the State of Florida (the "CITY"), and St. Lucie County (the "COUNTY"), a political subdivision of the State of Florida (hereinafter referred to collectively as the "Parties"), for the establishment and operation of Anchoring Limitation Areas, as depicted in Exhibit A.

WHEREAS, Section 327.4108, Florida Statutes, authorizes counties to establish Anchoring Limitation Areas subject to the requirements contained therein;

WHEREAS, Section 163.01, Florida Statutes, authorizes public agencies to enter into an interlocal agreement to provide forthe efficient use of resources;

WHEREAS, CITY has requested COUNTY assistance in establishing one or more Anchoring Limitation Areas in Fort Pierce Inlet, Fort Pierce, on behalf of the CITY as depicted in Exhibit "A," and is willing to assist the COUNTY in implementing and enforcing the established Anchoring Limitation Area(s);

NOW, THEREFORE, for and in consideration of the mutual covenants and promises to be kept and performed by and among the parties hereto, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are expressly acknowledged, the Parties mutually agree as follows:

1. Incorporation of Recitals. The above recitals are hereby confirmed as correct and incorporated herein by reference.

2. Purpose. The purpose of this Interlocal Agreement is to set forth the duties and responsibilities of the Parties with respect to the creation, establishment, and future patrolling and policing of the proposed Inlet Anchoring Limitation Area(s) within the Fort Pierce Inlet; specifically, Areas 1 and 2 as depicted in Exhibit A.

3. City Duties and Responsibilities.

The CITY shall have the following duties and responsibilities:

a) CITY will assist in processing the permits, licenses, or approval applications for the establishment of the Anchoring Limitation Area(s) including, but not limited to, signage and buoy permits from the Florida Fish and Wildlife Conservation Commission, where necessary and proper, as determined by the County Administrator, or designee, or as required by law.

b) CITY shall be primarily responsible for patrolling/policing of established Anchoring Limitation Area(s), including all future coordination with pertinent law enforcement to enforce restrictions as set forth in Section 327.4108, Florida Statutes. The COUNTY shall maintain concurrent jurisdiction for future enforcement of the restrictions of the Anchoring Limitation Area(s) but will only provide supporting services on a case-by-case basis at the discretion of the COUNTY.

c) CITY has the right to retain subcontractors to perform the obligations set forth in this Section, although CITY shall remain solely liable for performance under this Agreement. CITY may not, under any circumstances, assign any right or interest in this Agreement to any third party.

d) CITY shall provide a sufficient marine vessel and sufficient staff and resources to provide daily patrol and coordination for enforcement of the adopted Anchoring Limitation Area(s) and shall actively coordinate with relevant law enforcement to establish specific protocols for tracking and citing all marine vessels moored within these areas.

e) CITY staff shall coordinate with the COUNTY staff to review the patrolling/policing/enforcement elements of the adopted Anchoring Limitation Area(s) on an annual basis. The review may include details on the effectiveness of the adopted Anchoring Limitation Area(s) and provide an opportunity for both Parties to discuss the expansion/reduction of these areas.

4. COUNTY duties and responsibilities:

The COUNTY shall have the following duties and responsibilities.

a) COUNTY shall amend the St. Lucie County Code to establish the proposed Fort Pierce Inlet Anchoring Limitation Area(s), as depicted in Exhibit A.

b) COUNTY shall coordinate on establishment of an anchoring limitation area with the Florida Fish and Wildlife Conservation Commission as required by Section 327.4108, Florida Statutes.

c) COUNTY shall be solely responsible for the repair and ongoing maintenance of all signage and buoys marking the Anchoring Limitation Area(s), as well as continued compliance with all conditions of the required permits, licenses, and approvals from federal, state, and local agencies related to the Anchoring Limitation Area(s).

d) COUNTY shall acquire and pay all costs associated with necessary permits, licenses, or approvals from federal, state, and local agencies for the construction of proposed Anchoring Limitation Area(s) including, but not limited to, signage and buoy permits from the Florida Fish and Wildlife Conservation Commission (FWC). For all permits, licenses, or approvals that are required to be issued to COUNTY, COUNTY will submit the applications, and pay all associated application fees.

e) COUNTY shall provide and pay all costs associated with the provision and installation of all necessary signage and buoys to mark the proposed Anchoring Limitation Area(s). COUNTY shall undertake and be solely responsible for all such provision and installation.

5. Term. This Interlocal Agreement shall become effective upon recording of a fully executed copy in the Official Records of St. Lucie County pursuant to 163.01(11), Florida Statutes. The term of this Interlocal Agreement shall continue until the Agreement is terminated in accordance with Section 6 below.

6. Termination. This Interlocal Agreement may be terminated with or without cause by either Party by providing at least ninety (90) days prior written notice to the other party. In addition, if COUNTY does not enact an ordinance designating the Anchoring Limitation Area within one (1) calendar year after the Effective Date, this Agreement will automatically terminate at that time without the requirement of further action by either Party.

7. Amendments. This Interlocal Agreement may be modified or amended only by mutual written consent of each party.

8. Liability. Each party shall assume the responsibility and liability for acts and omissions of its own officials, employees, deputies, officers, or agents, in connection with the performance of their official duties under this Interlocal Agreement. Each party to this Interlocal Agreement shall be liable (if at all) only for the acts or omissions of its own officials, employees, deputies, officers, or agents that occur within the scope of their official duties. All CITY officials and employees remain at all times and for all purposes CITY officials and employees and are not COUNTY officials or employees or the responsibility of COUNTY in any way, at any time, for any purpose. Nothing herein shall be construed to be a waiver of sovereign immunity or to increase the limits of the Parties' sovereign immunity, pursuant to Section 768.28, Florida Statutes, nor be construed as consent by the parties hereto to be sued by third parties in any manner arising out of this Agreement..

9. Dispute Resolution. In the event of a dispute under this Agreement, the County Administrator for COUNTY and the City Manager for CITY, or their designated representative(s), shall review such dispute and options for resolution. The mutual decision of the County Administrator and City Manager, or their designees, regarding the dispute shall be final. In the event the County Administrator and City Manager are unable to agree to a resolution, the matter may be referred to nonbinding mediation or to the County Commission and City Commission who may jointly elect to hold a joint meeting to discuss the matter. This process shall substitute for the dispute resolution process set forth in Chapter 164, Florida Statutes.

10. Governing Law; Venue. This Interlocal Agreement shall be governed by and construed in accordance with laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement shall be in in St. Lucie County, Florida.

11. Entire Agreement. This Interlocal Agreement embodies the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Interlocal Agreement may be further amended or modified only by an instrument of equal formality executed by authorized representatives of the Parties.

12. Severability. If any provision of this Interlocal Agreement or any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Interlocal Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Interlocal Agreement, and to this end the provisions of this Interlocal Agreement are declared to be severable.

13. Waiver of Jury Trial. <u>The COUNTY and CITY hereby expressly agree that in the event of litigation regarding this Interlocal Agreement, any and all rights to a jury trial are waived.</u>

14. Notice. All notices or communications between the Parties regarding this Interlocal Agreement shall be in writing, hand delivered by messenger or courier service, or mailed by registered or certified mail (postage prepaid) return receipt requested, and be addressed to the addresses set forth below or otherwise as either Party may designate in writing:

If to the CITY:

City of Fort Pierce
Attention: City Manager
100 N. U.S. Highway 1
Fort Pierce, FL 34950

With a copy to: City Attorney
100 N. U.S. Highway 1
Fort Pierce, FL 34950

If to the COUNTY:

St. Lucie County
Attention: County Administrator
2300 Virginia Avenue
Fort Pierce, FL 34982

With a copy to: County Attorney
2300 Virginia Avenue
Fort Pierce, FL 34982

15. Public Records. The Parties acknowledge that this Interlocal Agreement and any related records and documents may be subject to disclosure to the public pursuant to Chapter 119, Florida Statutes, as amended.

16. No Third-party Beneficiaries. This Interlocal Agreement is for the mutual benefit of the named Parties only and nothing herein shall be construed as creating any right or cause of action whatsoever to any third-party or anyone not an express party to this Interlocal Agreement.

17. Non-Assignment. This Interlocal Agreement may not be assigned in whole or in part without the written approval of all Parties. Any such assignment or attempted assignment shall be null and void.

18. Counterparts. This Interlocal Agreement may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

[Signatures on the next page]

IN WITNESS WHEREOF this Interlocal Agreement has been signed and sealed by the respective parties hereto.

ATTEST:

By:_____
Deputy Clerk

ST. LUCIE COUNTY
By: Its Board of County Commissioners

By:_____
CHAIR

Date: _____

Approved as to form:

By:_____
County Attorney

ATTEST:

By:_____
City Clerk

CITY OF FORT PIERCE

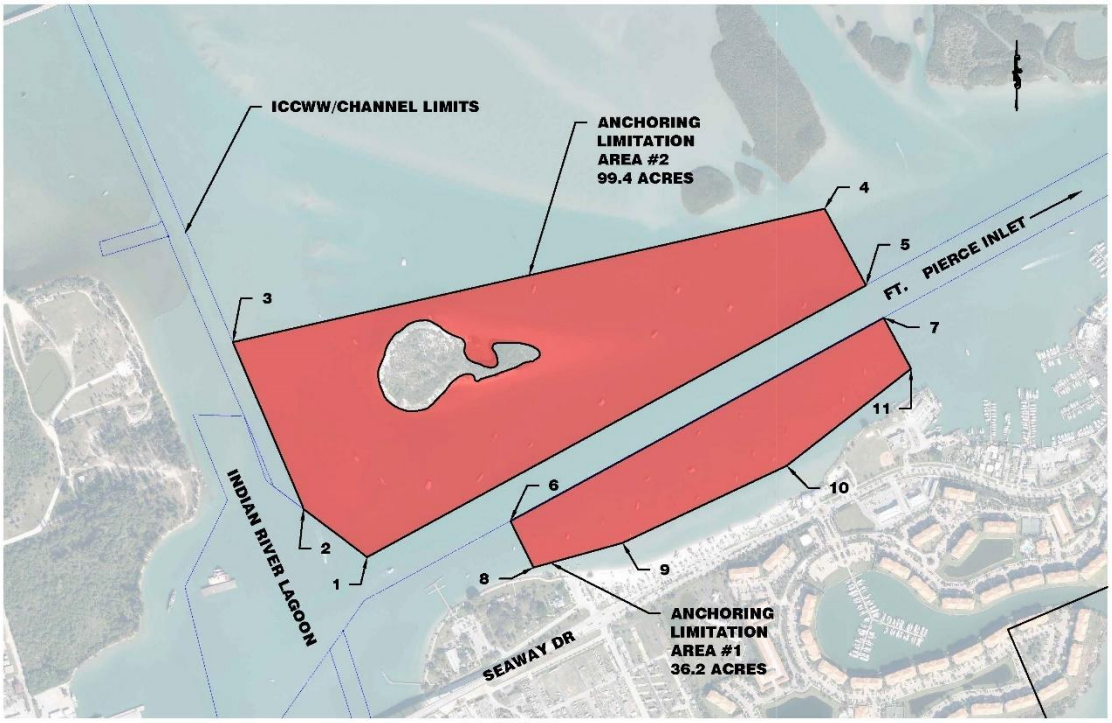
By:_____
Linda Hudson, Mayor

Date: _____

Approved as to form and correctness:

By:_____
City Attorney

EXHIBIT A



NOTES:

1. Aerial image from Florida Department of Transportation dated 2023.

LEGEND:

ANCHORING LIMITATION AREA

ICCWW/CHANNEL LIMITS

0 500 1000

SCALE IN FEET

COORDINATE TABLE

POINT NUMBER	NORTHING	EASTING	LATITUDE	LONGITUDE
1	1137545.3640'	877215.1245'	N027° 27' 41.41"	W080° 19' 06.08"
2	1137870.4155'	876783.2541'	N027° 27' 44.66"	W080° 19' 10.85"
3	1139003.3461'	876299.0923'	N027° 27' 55.90"	W080° 19' 16.16"
4	1139907.3383'	880331.5820'	N027° 28' 04.63"	W080° 18' 31.34"
5	1139388.4267'	880613.0777'	N027° 27' 59.48"	W080° 18' 28.24"
6	1137790.0027'	878190.5750'	N027° 27' 43.78"	W080° 18' 55.24"
7	1139168.6112'	880732.2153'	N027° 27' 57.30"	W080° 18' 26.94"
8	1137474.0317'	878347.8175'	N027° 27' 40.65"	W080° 18' 53.51"
9	1137641.9826'	878955.2401'	N027° 27' 42.28"	W080° 18' 46.76"
10	1138165.4202'	880072.4278'	N027° 27' 47.40"	W080° 18' 34.32"
11	1138822.1081'	880920.1832'	N027° 27' 53.85"	W080° 18' 24.87"

COASTAL TECH Certificate of Authorization Number 00004195 3625 20th Street, Vero Beach, Florida 32960 Ph (772)-562-8580	EXHIBIT A ST. LUCIE COUNTY ANCHORING LIMITATION AREA IN ST. LUCIE COUNTY, FLORIDA	ENGR CTF LAST REVISION	DRAWN AQN DATE 12/11/2024	SHEET 1 OF 16 SHEETS JOB NO. 1018201.014

City Commission Regular Meeting - 5:05 PM **13. B.**

Meeting Date: 07/21/2025

Re: Stormwater and Drainage Utilities Easement for the King's Landing Villas Plat Property

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

Resolution 25-R50 approving a Stormwater and Drainage Utilities Easement from the City of Fort Pierce for the use and benefit of the Fort Pierce Utilities Authority to Kings Landing FT Pierce LLC for the Villas at King's Landing.

SUMMARY:

The City approved the sale of the Villas property portion along A.E. Backus Avenue of the King's Landing Development (the "Villas Plat Property") from Audubon Development, Inc. ("Audubon") to Kings Landing FT Pierce LLC (the "Villas Plat Owner") via Resolution No. 25-R05. The approved site plan for the Villas Plat Property described and contains a 10-foot stormwater and drainage utility easement on a parcel owned by the City for the use and benefit of the Fort Pierce Utilities Authority (the “FPUA”) to service the stormwater and drainage needs for the Villas Plat Property (the "Easement"). The Villas Plat Owner has requested the Easement from the City and the FPUA. The FPUA reviewed, considered, and approved the Easement at their July 15, 2025 FPUA Board meeting.

RECOMMENDATION:

Staff will proceed as directed.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Mark Zrallack, City Engineer
Sara Hedges, City Attorney

COORDINATED WITH:

Tracy Telle, Engineering Manager
Stefanie Beskovoyne, General Counsel, Fort Pierce Utilities Authority
Lugey Dawson, Supervising Engineer, Fort Pierce Utilities Authority

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Resolution No. 25-R50 Easement for the Villas Plat Property at King's Landing
Easement for the Villas Plat Property at King's Landing
Easement-Exhibit A

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/08/2025 11:49 AM

Form Started By: Sara Hedges
Started On: 07/07/2025 01:11 PM
Final Approval Date: 07/08/2025

RESOLUTION NO. 25-R50

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, APPROVING A STORMWATER AND DRAINAGE EASEMENT FOR THE KING'S LANDING VILLAS PLAT PROPERTY; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce (the "City") and Audubon Development, Inc. ("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 which superseded the Original Agreement for Development; and

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"); and

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") (the entire agreement as amended by the First Amendment and Second Amendment is collectively referred to hereinafter as the "Amended and Restated Agreement"); and

WHEREAS, on January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion of the King's Landing Project along A.E. Backus Avenue to be developed as residential villas (the "Villas Plat Property") from Audubon to Kings Landing Ft Pierce, LLC (the "Villas Plat Owner"); and

WHEREAS, Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, and recorded in Official Records Book 5259, Page 2961, of the Public Records of St. Lucie County, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner; and

WHEREAS, the approved Site Plan for the Villas Plat Property describes and contains a 10-foot stormwater and drainage utility easement on a parcel owned by the City for the use and benefit of the Fort Pierce Utilities Authority (the "FPUA") to service the stormwater and drainage needs for the Villas Plat Property; and

WHEREAS, the Villas Plat Owner has requested the Stormwater and Drainage Utility Easement (the "Easement"), attached hereto as Exhibit A and fully incorporated herein by reference, from the City and the FPUA; and

WHEREAS, the FPUA Board considered and approved the Easement at their July 15, 2025 meeting, finding the Easement is in the best interest of the public; and

WHEREAS, the City desires to approve the Easement to serve the best interest of the public.

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

SECTION 1. The City Commission of the City of Fort Pierce, Florida, authorizes the Easement, attached hereto as Exhibit A and fully incorporated herein by reference.

SECTION 2. The Mayor, City Clerk, and City Attorney are hereby authorized and directed to take all actions necessary to consummate the Easement.

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

This instrument prepared by and should be returned to:
Fort Pierce Utilities Authority
206 S. 6th Street
Fort Pierce, FL 34950
Attn: General Counsel

For Recording Purposes Only

Parcel ID: **2410-503-0012-000-6**

STORMWATER AND DRAINAGE UTILITY EASEMENT

THIS STORMWATER AND DRAINAGE UTILITY EASEMENT ("**Easement**") is granted and effective as of the date signed by CITY OF FORT PIERCE, FLORIDA for the use and benefit of the FORT PIERCE UTILITIES AUTHORITY (hereinafter, the "**Grantor**") in favor of the KINGS LANDING FT PIERCE LLC, A FLORIDA LIMITED LIABILITY COMPANY whose address is 3670 Maguire Blvd., Suite 210, Orlando, FL 32803 (hereinafter "**Grantee**").

The Grantor is the owner in fee simple of that certain property described as AARON LEE`S MAP OF FORT PIERCE E 92.70 FT OF FOL DESC PARCEL: BLK A LOT 1 AND THAT LAND ABUTTING LOT ONE Lying Between E LI LOT 1 AND W LI OF TRACT Y OF INDIAN RIVER MEMORIAL PARK (0.20 AC) (MAP 24/10A) as shown in Plat Book 1, Page 189 the Official Records of St. Lucie County, Florida located at 103 A E Backus Avenue, (the "**Property**").

For good and valuable consideration of ONE AND NO/100 DOLLARS, U.S. ($1.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee and its lessees, licensees, agents, successors, and assigns, this perpetual Easement solely for the construction, reconstruction, installation, maintenance, operation, repair, improvement, expansion, relocation, replacement, removal, inspection, and patrol of stormwater and drainage utilities, including without limitation, lines, conduits, pipes, and other associated appurtenances, facilities, and equipment (collectively, the "**Facilities**") in, under, through, upon, along, over and across the land as depicted and more particularly described in the Sketch & Description of: Drainage Easement at **Exhibit "A"** (the "**Easement Area**") attached hereto and incorporated herein by reference, which shall run with and be an encumbrance upon the Property. If Grantee removes the Facilities and discontinues use or operation of the Property for stormwater or drainage purposes, this Easement shall terminate.

Said Easement is granted by Grantor to Grantee together with a right of entry and access across the Property as Grantee deems reasonable and necessary for Grantee's access to and use of the Facilities as they currently exist or may exist from time to time, for the purpose of access to the Easement Area; together with the right to clear the Easement Area and keep it cleared of all trees, vegetation, roots, bushes, saplings, undergrowth and other obstructions within the Easement Area that may interfere with the construction, reconstruction, installation, maintenance, operation, repair, improvement, expansion, relocation, replacement, removal, inspection, and patrol of the Facilities.

The Grantor reserves the use of the Easement Area for any use not inconsistent with Grantee's full use and enjoyment of the rights granted by Grantor in favor of Grantee herein.

This Easement is a covenant that runs with title to the Property and is binding on any and all successors and assigns of Grantor. Further, Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Easement Area in fee simple; that Grantor has good right and lawful authority to grant and convey this Easement over the Property and to specifically encumber the Easement Area.

The Grantee will indemnify, defend, and hold harmless the Grantor, their officials, officers, employees, and agents from any damages, injuries, losses, claims, suits, demands, causes of action, litigation, liabilities, or costs, including attorney fees, arising out of or in connection with this Easement.

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Easement to be executed in Grantor's name this _____ day of _____, 2025.

WITNESSES:

Signed, sealed and delivered in the presence of:

_____
WITNESS ONE

_____
Print Name

_____
Address

_____
WITNESS TWO

_____
Print Name

_____
Address

GRANTOR:
CITY OF FORT PIERCE, FLORIDA for the use and benefit of the FORT PIERCE UTILITIES AUTHORITY

_____
Linda Hudson, Mayor
100 N. US Highway 1, Fort Pierce, Florida 34950
206 S. 6th Street, Fort Pierce, Florida 34950

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by Linda Hudson as Mayor for CITY OF FORT PIERCE, FLORIDA for the use and benefit of the FORT PIERCE UTILITIES AUTHORITY who ☐ is known to me or ☐ produced _____as identification.

_____
Notary Public
Print Name: _____
My Commission Expires: _____

Notary Seal

NOTE:
DESCRIPTION NOT VALID WITHOUT SKETCH.

THIS IS NOT A SURVEY

DESCRIPTION:

THE WEST 10.00 FEET OF THE EAST 92.70 FEET OF LOT 1, BLOCK A, ACCORDING TO THE PLAT OF AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 1,037.64 SQUARE FEET (0.02 ACRES), MORE OR LESS.

Michael T Owen

Digitally signed by Michael T Owen
Date: 2023.06.21 09:13:15 -04'00'

MICHAEL T. OWEN — SIGNATURE DATE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5556

SKETCH & DESCRIPTION OF: DRAINAGE EASEMENT

PREPARED FOR:

VILLAS AT KINGS LANDING

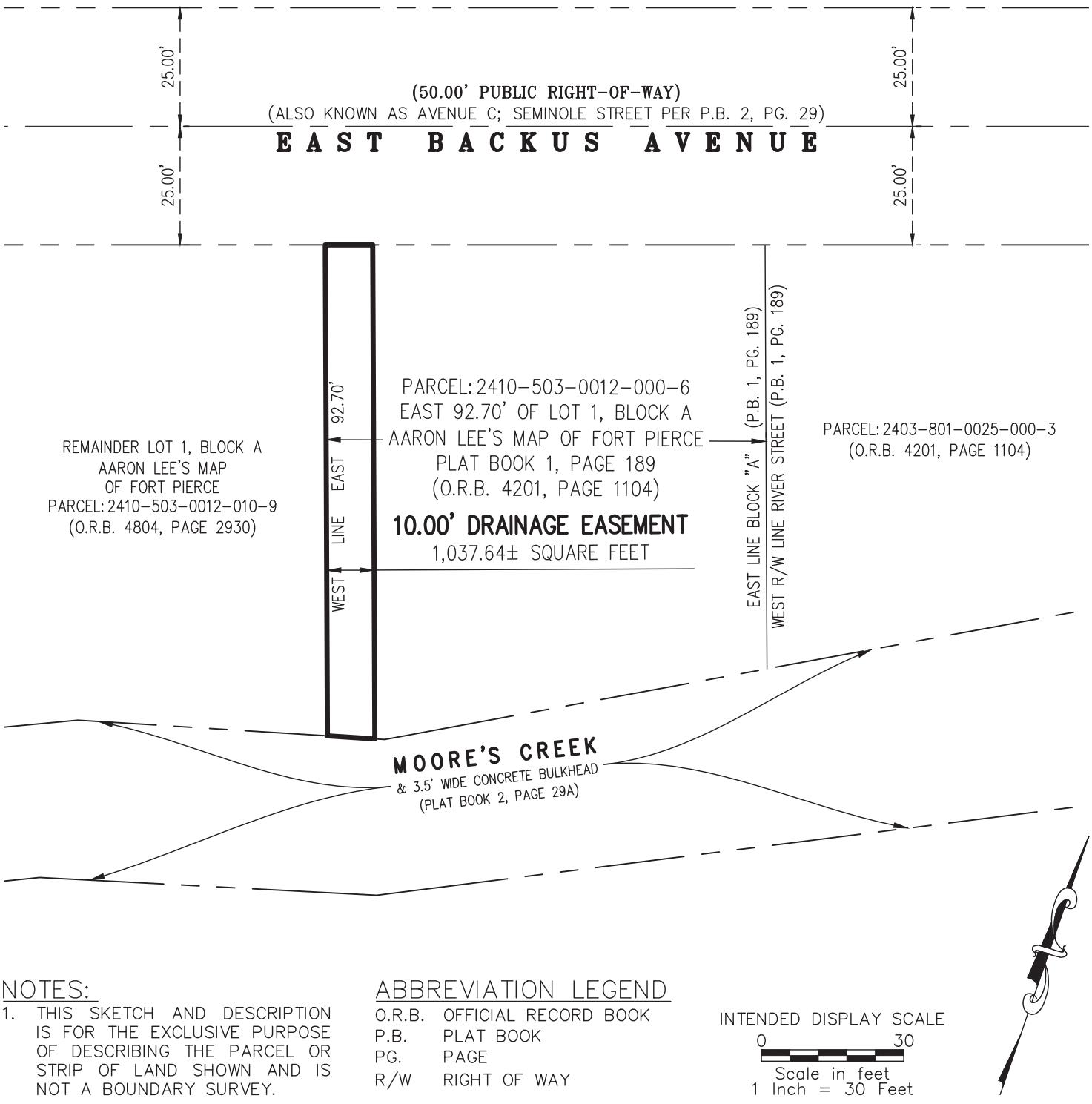
PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY
SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455
www.edc-inc.com

ENGINEERS ✦ SURVEYORS
ENVIRONMENTAL
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

REVISIONS

PROJ. #: 22-310 DATE: 6/14/2023 DRAWN BY: SPT CHECKED BY: MTO SCALE: AS SHOWN CAD FILE: 22-310 DE.dwg
Z:\EDC-2022\22-310 - Kings Landing - Charleston Homes\SURVEY\Dwg - PDF\Sketch & Description\22-310 DE.dwg, 6/20/2023 4:41 PM

THIS IS NOT A SURVEY



NOTES:

1. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.

ABBREVIATION LEGEND

O.R.B.	OFFICIAL RECORD BOOK
P.B.	PLAT BOOK
PG.	PAGE
R/W	RIGHT OF WAY

INTENDED DISPLAY SCALE

0 30

Scale in feet
1 Inch = 30 Feet

SKETCH & DESCRIPTION OF: DRAINAGE EASEMENT

PREPARED FOR:

VILLAS AT KINGS LANDING

PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY
SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455
www.edc-inc.com

ENGINEERS ✦ SURVEYORS
ENVIRONMENTAL
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

REVISIONS

PROJ. #: 22-310 DATE: 6/14/2023 DRAWN BY: SPT CHECKED BY: MTO SCALE: AS SHOWN CAD FILE: 22-310 DE.dwg

Z:\EDC-2022\22-310 - Kings Landing - Charleston Homes\SURVEY\Dwg - PDF\Sketch & Description\22-310 DE.dwg, 6/20/2023 4:41 PM

City Commission Regular Meeting - 5:05 PM **13. C.**

Meeting Date: 07/21/2025

Re: Local Housing Assistance Program (LHAP) for 2024-2027 Amendment

Submitted For: Donnella Clarke, Grants Administration Manager, Community and Economic Dev

SUBJECT:

Resolution 25-R54 approving the City of Fort Pierce Local Housing Assistance Program (LHAP) Amendment for the 2024-2027 report.

SUMMARY:

The City of Fort Pierce - Grants Division seeks to amend the current Local Housing Assistance Program (LHAP) report. Updating the amount of Purchase Assistance award amounts from $10,000.00 for moderate-income residents and $15,000.00 for extremely-low and low-income residents to $0 - $45,000.00 for moderate-income residents and $45,001.00 - $50,000.00 for extremely-low and low-income residents.

RECOMMENDATION:

Approval of the report by the commission for the City of Fort Pierce and the State Housing Initiative Program (SHIP).

ALTERNATIVES:

Staff shall proceed as directed by commission.

RESPONSIBLE STAFF:

Donnella Clarke, Grants Division Manager, City of Fort Pierce

COORDINATED WITH:

Under the supervision of the Community and Economic Development Director, Shyanne Harnage, the Grants Division Manager will submit this document on behalf of the City of Fort Pierce.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2024-2027

Account: 1059002

OTHER INFORMATION:

The City of Fort Pierce - Grants Division seeks to amend the current Local Housing Assistance Program (LHAP) report. Updating the amount of Purchase Assistance award amounts from $10,000.00 for moderate-income residents and $15,000.00 for extremely-low and low-income residents to $0 - $45,000.00 for moderate-income residents and $45,001.00 - $50,000.00 for extremely-low and low-income residents.

Attachments

2024 - 2027 Local Housing Assistance Program (LHAP) for Amendment 25-R54

2024 Exhibit - A

2024 Exhibit - B

2024 Exhibit - C

2024 Exhibit - D

2024 Exhibit - E

CAO Memo - Local Housing Assistance Program (LHAP) Amendment

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/15/2025 12:47 PM

Form Started By: Donnella Clarke
Started On: 06/05/2025 10:41 AM
Final Approval Date: 07/15/2025

City of Fort Pierce

AMENDMENT

State Housing Initiatives Partnership (SHIP)

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2024-2025, 2025-2026, 2026-2027

Table of Contents

Description	Page
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H. Disaster/Post Disaster Mitigation	15
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A. Expedited Permitting	17
B. Ongoing Review Process	17
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A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed or attested adopting resolution	

Section I. Program Details:

A. LG(s)

Name of Local Government	City of Fort Pierce
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2024-2025, 2025-2026, 2026-2027

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face-to-face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period.

I. Waiting List/Priorities: There is no established waiting list process for applicants when funds are no

longer available. ~~A waiting list will be established when there are leigible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.~~

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

1. Very-Low Special Needs
2. Low Special Needs
3. Very Low
4. Low
5. Special Needs
6. Elderly
7. Essential Services Personnel

J. Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling: Support services are available from various sources. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget: A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "*The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

Q. Program Administration: Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	All Administrative Duties	10%
Third Party Entity/Sub-recipient		

R. First-time Homebuyer Definition: For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An*

individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.

S. Project Delivery Costs: N/A.

T. Essential Service Personnel Definition (ESP): ESP includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel.

U. Describe efforts to incorporate Green Building and Energy Saving products and processes: The City of Fort Pierce will comply with the most current Florida Building Codes for residential development regarding Energy Efficiency. The City's rehabilitation activities include an assessment and repair/replacement as warranted, of items required to maintain affordable homeowner's insurance.

V. Describe efforts to meet the 20% Special Needs set-aside: A minimum of 20% of each year's allocation will be expended to assist special needs persons with priority given to persons with Special Needs as defined in 420.0004 (13) . To meet this requirement, targeted marketing of the SHIP strategies with an emphasis on the rehabilitation program for ADA and accessibility home modifications.

W. Describe efforts to reduce homelessness: The City of Fort Pierce is located within a boundaries of the three county Continuum of Care area and continues to work to establish a relationship with the Treasure Coast Homeless Services Council, Inc (CoC lead) to draw from their knowledge and resources for helping homeless person, and especially for chronically homeless individuals and families, veterans and their families and homeless youth. The CoC uses the Coordinated Entry system for all individuals seeking housing assistance, and this process prioritizes the most vulnerable households for assistance.

The City partners with regional nearby counties on the Treasure Coast to sponsor the "Where to Turn" - 211 Network. The 211 Network Program connects people in need with dignified and accessible services.

Section II. LHAP Strategies:

A. New Construction/Infill Housing	**Code 10**

a. **Summary:** This strategy is designed to revitalize residential communities through the construction of affordable homes. SHIP funds will be awarded to for-profit and not-for-profit organizations, including Community Land Trusts (CLT), for acquisition and construction of housing units for homeownership to pay down the development cost to further reduce the sales price to income eligible homebuyers.

b. Fiscal Years Covered: 2024-2025, 2025-2026, 2026-2027

c. Income Categories to be served: Very low, low and moderate

d. Maximum award:
Homebuyer: Very Low - $80,000; Low - $60,000; Moderate - $40,000
Developer: $150,000 per unit.

e. **Terms: Developer**

1. **Repayment Loan/Grant:** Funds will be awarded to the Developer as a deferred loan secured by a recorded subordinate mortgage and note until conveyed to the buyer.
2. **Interest Rate:** 0%
3. **Years in Loan Term:** Ends upon conveyance of property to a homebuyer, but not later than 18 months from the award.
4. **Forgiveness:** Forgiven upon conveyance to buyer if transferred within 18 months after the award.
5. **Repayment:** Not required as long as the loan is in good standing. Once the Developer has completed and sold the house to an income eligible buyer, the proceeds from the sale of the property will be used to pay off 100 percent of the developer's loan for that property. A reasonable profit/fee of 15%) to the developer will be determined by the City. If all conditions are met, the City/lender will release the property or satisfy the mortgage.
6. **Default:** Failure on the part of the developer to receive a certificate of occupancy and transfer ownership to an income eligible buyer within 18 months of receiving the award will constitute a default.

Terms: Homeowner

1. **Repayment Loan/Grant:** Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. **Interest Rate:** 0%
3. **Years in Loan Term:** 15 years.
4. **Forgiveness:** Loan is forgiven at the end of the loan term 15 years.
5. **Repayment:** None required as long as the loan is in good standing.
6. **Default:** The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to rental property; loss of

homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. In the event of the death of the property owner, the loan may be assumed by a SHIP eligible heir. If the legal heir is not SHIP eligible, or chooses not to occupy the home, the mortgage holder, the City, will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment. If a default occurs, repayment of the outstanding balance will be immediately due to the City of Fort Pierce.

If the home is foreclosed on by a superior mortgage holder, the City will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursing a repayment.

f. **Recipient Selection Criteria:** Assistance will be provided on a first-qualified, first-served basis in accordance with Section 1 (I) of this Plan. The homebuyer must meet the following qualifications:

1. Qualify for a first mortgage through a qualified lender or approved not-for-profit sponsor providing first mortgage financing;
2. Complete a HUD certified homebuyer education class within the 18months prior to closing;
3. Contribute a minimum of $750.00 toward the purchase of the home;
4. Applicant must be a first-time homebuyer.

g. **Sponsor Selection Criteria**: Request for proposals and/or open application process will be utilized to select a sponsor to implement these projects. Characteristics in determining sponsor developer may include, but are not limited to:

- Capacity and capability to carry out project;
- Scale of project/utilization of Density Bonuses;
- Experience in completing similar projects;
- Use of green building techniques.

The criteria to select agencies may include, but is not limited to the following:

- Consistency of the project with basic goals and objectives of the City;
- The financial strength of the sponsor, including the ability to leverage funds from other sources;
- The ability of the sponsor to complete the project by the deadlines established by the City;
- The Capacity of the sponsor;
- The quantity and quality of experience in affordable housing development;
- Proof of site control;
- Agreement to select recipients based on compliance with all eligibility requirements imposed by the program;
- Preference shall be given to 1) Community Land Trust, and 2) not-for-profit entities, and 3) preference for the sponsors that employ personnel from the Welfare Transition Program.

h. **Additional Information**:

- Funds may be used as a match for other programs offered by the federal government and the State of Florida to develop affordable housing.

- Developers will be required to submit proposals to provide housing that conforms to the City's proposal request specifications, neighborhood redevelopment plans and the Comprehensive Plan.
- Eligible properties include single-family housing or the single-family portion of a mixed-use facility.
- Developers will provide a project development cost breakdown including a project development fee and the City will pay for project expenses on a reimbursement basis.
- In some cases, the City may offervacant lots to the developers to build single family homes from its surplus lands inventory.
- A homebuyer may only receive this assistance once in a lifetime.

B. Purchase Assistance	*Code 2*

a. **Summary of Strategy:** The City of Fort Pierce may provide funds for Home Purchase within City limits by providing down payment and/or closing cost assistance for eligible first-time homebuyers to purchase a newly constructed or an existing home for use as their primary residence.

b. **Fiscal Years Covered:** 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served**: Very low, Low, and Moderate

d. **Maximum award**: $50,000 ~~$15,000~~ for Very low- and low-income families and $45,000 ~~$10,000~~ for moderate-income families.

e. **Terms:**

1. **Repayment loan/deferred loan/grant**: Deferred Loan secured by a mortgage and note.
2. **Interest Rate**: 0%
3. **Years in loan term:** See chart below.
4. **Forgiveness:** The loan is forgiven on an annual basis according to the chart below. Loan will be 100% forgiven at the end of the term.

Income Level	Assistance Amount	Term Period	Annual Forgiveness
Moderate	$0.00-$45,000 ~~$10,000~~	10 Year	1/10 of loan amount
Very Low, Low	$45,001-$50,000 ~~$10,001-$15,000~~	15 years	1/15 of loan amount

5. **Repayment:** Not required as long as the loan is in good standing
6. **Lien Position:** Second
7. **Default:** The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. In the event of the death of the property owner, the loan may be assumed by a SHIP eligible heir. If the legal heir is not SHIP eligible, or chooses not to occupy the home, the mortgage holder, the City, will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment. If a default occurs, repayment of the outstanding balance will be immediately due to the City of Fort Pierce.
   If the home is foreclosed on by a superior mortgage holder, the City will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursing a

repayment.

f. **Recipient/Tenant Selection Criteria**: Applicants will be assisted on a first qualified/first-served basis with priorities in accordance with Section, 1 (I) of this Plan.

g. **Sponsor Selection Criteria:** N/A

h. **Additional Information**:

- Homebuyers must complete a certified, 8-hour homebuyer's workshop from a HUD approved agency. Assistance is provided once in a lifetime; compliance with this requirement will be documented in the applicant's file.
- Applicant may not currently own or have liquid assets exceeding $200,000, and/or combination of liquid and non-liquid assets exceeding the current purchase price limit (excluding their primary residence).

C. Owner-Occupied Rehabilitation	Code 3

a. **Summary:** The City provides Owner-Occupied housing repair/rehabilitation funding through the SHIP program for the upgrading of substandard, owner-occupied housing units and for addressing housing code violations. This strategy provides general property improvements to provide basic amenities and to bring units into conformity with HQS housing standards.

b. **Fiscal Years Covered:** 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served**: Very low, Low, and Moderate

d. **Maximum award**: $100,000.00

e. **Terms:**

1. **Repayment loan/deferred loan/grant**: Deferred Loan secured by a mortgage and note.
2. **Interest Rate:** 0%
3. **Years in loan term:** See chart below.

Assistance Amount	Term Period	Annual Forgiveness
$0.00 - $30,000.00	5 Years	1/5 of loan amount
$30,0001 - $60,000.00	10 Years	1/10 of loan amount
$60,001.00 – 100,000.00	15 Years	1/15 of loan amount

4. **Forgiveness**: The loan will be forgiven based on terms listed in the chart above.

5. **Repayment**: Not required if the loan is in good standing.
6. **Lien Position**: Second
7. **Default**: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion of rental property; loss of homestead exemption status; or failure to occupy home as primary residence. In the event of default, which is defined as not meeting the occupancy eligibility and/or ownership requirements, the City may foreclose to recover funds made available for assistance which is secured by a mortgage and note on the property. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible, or chooses not to occupy the home, the mortgage holder, the City, will recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.
   If the home is foreclosed on by a superior mortgage holder, the City will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursing a repayment.

f. **Recipient/Tenant Selection Criteria**: Homeowners that reside within the City of Fort Pierce will be eligible to apply for assistance through this strategy. Applicants will be selected on a first-qualified, first-served basis, with priority given in accordance with the priorities in accordance with Section 1 (1) of this Plan. All persons over the age of 18 whose name(s) appear on the deed or title of the home must be listed as applicants on the rehabilitation application and must complete the income eligibility process before they are determined eligible. Priority will be given to properties that have health or safety condition as determined by the initial in-house inspection.

g. **Additional Information**:

- This strategy may be combined with other state, federal, or local programs. Under no circumstances shall improvements be made to only improve the aesthetics of the home. Homes selected for rehab must undergo a full inspection by City building inspectors prior to approval of the SHIP award. The inspection determines the specifications of the rehabilitation to be done and ensures that the funding amount is sufficient to cover the scope of the proposed project. If this amount exceeds 50% of the assessed value, the homeowner will be offered the demolish/reconstruction option, if available. Assistance is provided once in a lifetime.
- Applicant may not currently own or have liquid assets exceeding $200,000, and/or combination of liquid and non-liquid assets exceeding the current purchase price limit (excluding their primary residence).

D. Demolition/Reconstruction	Code 4

a. Summary: This strategy award funds for the demolition and reconstruction of single-family homes. Structures will be demolished and rebuilt in the following cases:

- Single family properties that are in a flood zone and have estimated rehabilitation costs exceeding 50% of the assessed value.
- Single-family properties that are not in a flood zone but are beyond repair and unsafe for human habitation. The property must meet the definition of an unsafe structure as defined by the Florida Building Code.

b. Fiscal Years Covered: 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served**: Very low, low, and moderate

d. **Maximum award**: $250,000

e. **Terms:**

1. **Repayment loan/deferred loan/grant**: Deferred Loan secured by a mortgage and note.
2. **Interest Rate:** 0%
3. **Years in loan term:** 15
4. **Forgiveness**: The loan will be forgiven at the end of the 15-year term.
5. **Repayment**: Not required if the loan is in good standing.
6. **Default**: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; failure to maintain homeowner's insurance on the home; failure to occupy the home as primary residence.

In the event of default, which is defined as not meeting the occupancy, eligibility and or ownership requirements, the City may foreclose to recover funds made available for assistance which is secured by a mortgage and note on the property. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home aa a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. If the home is foreclosed on by a superior mortgage holder, the City will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. **Recipient/Tenant Selection Criteria**: Applicants are selected on a first-qualified, first-served basis with priorities in accordance with Section 1 (1) of this Plan.

g. **Sponsor Selection Criteria: N/A**

h. **Additional Information:** Homeowner is responsible for all fees associated with locating to a temporary residence while home is being demolished and reconstructed. Applicant is required to maintain Homeowners Insurance during the affordability period. Assistance is provided once in a lifetime.

E. New Construction Rental	Code 21

a. Summary: This strategy is designed to provide assistance to eligible sponsor organizations to produce affordable rental housing. This strategy will provide for partnering with for-profit affordable housing developers and non-profit sponsor agencies for the construction/rehabilitation of rental units.

b. Fiscal Years Covered: 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served**: Very low, low, and moderate

d. **Maximum award:** $25,000 per unit, $100,000 per project

e. **Terms:**

1. **Repayment loan/deferred loan/grant**: This is a deferred loan secured by a mortgage and note.
2. **Interest Rate**: N/A
3. **Years in loan term:** 15 Years
4. **Forgiveness**: The deferred loan will be forgiven at the end of the affordability period.
5. **Repayment** None required if loan is in good standing.
6. **Default**: If the property is sold or transferred or fails to comply with the terms of the agreement during the minimum fifteen-year affordability period, the full amount is due and payable. The mortgage may be assumed by a non-profit sponsor organization who would comply with the terms of the agreement.

f. Recipient/Tenant Selection Criteria: Tenants are selected on a first-qualified, first -served basis with priorities in accordance with Section 1 (1) of this Plan.

g. Sponsor Selection Criteria: Sponsors will be selected through a publicly advertised competitive application process. This process involves a thirty (30) day public notification of the availability of funding, a written application delineating program requirement, a request for proposal (RFP), and an open and objective evaluation process and a formal award through a written contract. Sponsor selection outside of the advertised competitive application may be encumbered by the local government at their discretion when funding is being requested as a match for Florida Housing Finance Corporation or Federal competitive cycles. Eligible sponsors will, at minimum, meet the following criteria:

a) Eligible sponsors will be a for profit organized and established under the laws of the State of Florida or non-profit community- based organization having obtained official designation as a 501(C)(3) and in operation for more than 12 months.
b) Eligible sponsors will have an established record of construction and/or rehabilitation of affordable housing.
c) Eligible sponsors will be required to provide substantial evidence of its ability to construct or otherwise deliver a completed project within a reasonable timetable. Preference will be given to non-profit and for-profit organizations that hire personnel from Welfare Transition, Workforce Development initiatives and other employment assistance programs.
d) The non-profit or for-profit corporation must have financial accountability standards that permit the City of Fort Pierce's SHIP Program to account for and audit SHIP funds.

h. Additional Information: During the affordability period rents cannot exceed the per unit rent limits Published by Florida Housing Finance Corporation on an annual basis.

F. Rapid Rehousing	Code 26

a.**Summary:** The Rapid Rehousing Strategy is created to assist individuals or families who are homeless according to Florida's definition in Section 420.621 of the Florida Statues. The assistance is limited to security deposit and /or utility deposits and a maximum of 12 months rental assistance. Households will be identified through social service agencies, specifically those assisting homeless individuals.

b. Fiscal Years Covered: 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served**: Extremely Low, Very low, Low

d. **Maximum award**: $10,000

e. **Terms:**

1. **Repayment loan/deferred loan/grant**: Assistance will be provided as a Grant.
2. **Interest Rate:** N/A
3. **Years in loan term**: N/A
4. **Forgiveness:** N/A
5. **Repayment:** N/A
6. **Default:** N/A

f. **Recipient/Tenant Selection Criteria**: Applicants must be referred from a social service agency that serves homeless populations. Applicants will be assisted on a first-eligible, first-served basis.

g. **Additional Information**: Assistance will be provided directly to the housing provider on behalf of the applicant(s). Assistance will be provided once in a lifetime and will be documented in the applicant's file.

G. Emergency Repair	Code 6

a. Summary: SHIP funds will be used to provide assistance to owner-occupied homes to make emergency repairs. Emergency repairs includes health and safety hazards that are deemed unsafe, such as structural repairs, replacing or repairing an A/C unit, emergency repair or replacement of roofing that is leaking, damaged windows causing exposure to the elements, electrical problems that may cause a fire hazard and plumbing issues, accessibility improvements.

b. Fiscal Years Covered: 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served**: Very low, low, and moderate

d. **Maximum award:** Up to $50,000

e. **Terms:**

1. **Repayment loan/deferred loan/grant**: This assistance will be provided in the form of a grant.
2. **Interest Rate**: N/A
3. **Years in loan term/ Forgiveness**: N/A
4. **Repayment: N/A**
5. **Default**: N/A

f. **Recipient/Tenant Selection Criteria**: Applicants selected on a first-qualified, first-served basis with priorities given to persons in accordance with Section 1 (I) of this Plan.

g. **Sponsor Selection Criteria:** N/A

h. **Additional Information**: The property must be eligible as defined in 420.9071 (8) FS. Assistance will be provided once in a lifetime.

H. Disaster/Post Disaster Mitigation	Code 5, 16

a. Summary: In the event of a state or federally declared disaster by Executive Order of the President or Governor, the City will utilize funds that have not yet been encumbered or used with additional disaster funds allocated by Florida Housing Finance Corporation. Disaster assistance will be for items such as, but not limited to:

(a) Purchasing of emergency supplies to weatherproof damaged homes.
(b) Providing of repairs to avoid further damage.
(c) Removal of trees and debris,
(d) Rental, mortgage, and or utility assistance for eligible recipients that have been displaced from their homes due to disaster. Assistance not to exceed three months.

Alternatively, funds may also be used to retrofit weather disaster affected residences with mitigation features (installation of roofing straps, shutters, storm doors, windows, and garage doors) that help prevent future storm/adverse weather damage.

b. **Fiscal Years Covered:** 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served**: Very low, Low, and Moderate

d. **Maximum award:** $10,000

e. **Terms:**

1. **Repayment loan/deferred loan/grant**: This assistance will be provided in the form of a grant.
2. **Interest Rate**: N/A
3. **Years in loan term/ Forgiveness**: N/A.
4. **Repayment/Default**: N/A

f. **Recipient/Tenant Selection Criteria**: Applicants selected on a first-qualified, first-served basis with priorities in accordance with Section 1 (I) of this Plan.

g. **Sponsor Selection Criteria:** N/A

h. **Additional Information**: If owner is insured, proceeds from the insurance must be used first before SHIP funds, except for the payment of the deductible.

I. Strategy Name: Foreclosure Prevention	**Code 7**

a. **Summary of Strategy**: Funding will be provided to assist with delinquent mortgage payments (PITI), up to three (3) months additional payments, property taxes, and homeowners' insurance. Additionally, funding may assist with late fees, attorney's fees, homeowners' association payments, special assessments,

other foreclosure associated costs, and mortgage delinquency and default resolution counseling.

b. **Fiscal Years Covered:** 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served:** Very low, low and moderate

d. **Maximum award:** $10,000

e. **Terms:**

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred payment loan secured by a recorded mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 5 years
4. Forgiveness: The loan amount will be forgiven at the end of the term.

f. **Repayment:** None required as long as loan is in good standing.

g. **Default:** The loan will be in default if any of the following occurs: sale, transfer or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence.

In the event of death of the qualifying homeowner(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the original loan amount will be due payable.

If the home is foreclosed by a superior mortgage holder, the City will make an effort to recapture funds through all available legal remedies if it is determined that adequate funds may be available to justify pursuing a recapture.

h. **Recipient Selection Criteria:**
In addition to being selected on a first –qualified, first-served basis, applicants must:

1. Provide proof of the arrearage in the form of notification from the first mortgage lender of applicant's delinquency and/or intent to foreclose.

2. Provide evidence of a hardship that caused the arrearage (considerable loss of income/employment, death of a household member, divorce, unexpected medical expenses, or unanticipated home repairs or costs associated with increases escrows).

3. Complete counseling from a HUD approved agency or NeighborWorks approved agency trained in foreclosure counseling.

Additional Information:

- Participants can only receive assistance once during the term of the lien.
- The assessed value of the property may not exceed the current established maximum sales price.

Section III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

The City of Fort Pierce has a streamlined permitting process for handling permits for SHIP projects. Reduced or waived permit fees as well as immediately attending to SHIP permits are in place.

B. Name of the Strategy: **Ongoing Review Process**
An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

The City's SHIP office, along with Planning and Zoning work in tandem to analyze plans, procedures, rules, ordinances, regulations, or policies, to determine any impacts to the cost of affordable housing. If necessary, the SHIP administrator will bring this information to the Commission for consideration

C. Name of the Strategy: **Affordable Accessory Residential Units**
The City's staff have collaborated with the Planning Department to update and change zoning to proceed with this initiative. This initiative was advanced on the August 12, 2024, Planning Board meeting. The ordinance number 24-032 was adopted on September 3, 2024.

Section IV. EXHIBITS:

Required

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

RESOLUTION NO. 25-R54

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA **APPROVING THE AMENDED LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT**, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, Sections. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, on June 17, 2024, the City Commission adopted Resolution 24-R32 approving the Local Housing Assistance Plan for 2024-2027; and

WHEREAS, the Commission of the City of Fort Pierce finds that it is in the best interest of the public for the City of Fort Pierce to amend the Local Housing Assistance Plan to increase the Purchase Assistance award allocation for very low to low income

families to $50,000 and for moderate income families to $45,000; and to include Affordable Accessory Residential Units as a new strategy.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA THAT:

Section 1: The Commission of the City of Fort Pierce hereby approves the Amended Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by Sections 420.907-420-9079, Florida Statutes, for fiscal years 2024 through 2027.

Section 2: The Mayor is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this resolution has been duly adopted on this 21st day of July, 2025.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox, City Clerk

(City Seal)

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sara Hedges, City Attorney

Exhibit A (2024)

City of Fort Pierce

Fiscal Year: 2024-2025		
Estimated SHIP Funds for Fiscal Year:	$	549,324.00
Salaries and Benefits	$	40,950.00
Office Supplies and Equipment	$	5,000.00
Travel Per diem Workshops, etc.	$	4,000.00
Advertising	$	5,000.00
Other*	$	
Total	$	54,950.00
Admin %		10.00%
		Over Budget

Fiscal Year 2025-2026		
Estimated SHIP Funds for Fiscal Year:	$	549,324.00
Salaries and Benefits	$	40,950.00
Office Supplies and Equipment	$	5,000.00
Travel Per diem Workshops, etc.	$	4,000.00
Advertising	$	5,000.00
Other*	$	
Total	$	54,950.00
Admin %		10.00%
		Over Budget

Fiscal Year 2026-2027		
Estimated SHIP Funds for Fiscal Year:	$	549,324.00
Salaries and Benefits	$	40,950.00
Office Supplies and Equipment	$	5,000.00
Travel Per diem Workshops, etc.	$	4,000.00
Advertising	$	5,000.00
Other*	$	
Total	$	54,950.00
Admin %		10.00%
		Over Budget

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details:

2024

Exhibit B
Timeline for SHIP Expenditures

The **City of Fort Pierce** affirms that funds allocated for these fiscal years will meet the following deadlines:

Fiscal Year	Encumbered	Expended	Interim Report	Closeout Report
2024-2025	6/30/2026	6/30/2027	9/15/2026	9/15/2027
2025-2026	6/30/2027	6/30/2028	9/15/2027	9/15/2028
2026-2027	6/30/2028	6/30/2029	9/15/2028	9/15/2029

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2024-2025	3/30/2027	6/15/2027
2025-2026	3/30/2028	6/15/2028
2026-2027	3/30/2029	6/15/2029

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and cameka.gardner@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email cameka.gardner@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines:

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2024-2025

Name of Local Government:

Estimated Funds (Anticipated allocation only): $ 549,324

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
10	New Construction/ Infill Housing	Yes	0	$80,000	0	$60,000		$40,000	$0.00	$0.00	$0.00	0
2	Purchase Assistance	No	1	$15,000	1	$15,000	1	$10,000	$0.00	$40,000.00	$40,000.00	3
3	Owner-Occupied Rehabilitation	Yes	1	$100,000	0	$100,000	0	$100,000	$100,000.00	$0.00	$100,000.00	1
4	Demolition/Reconstruction	Yes	1	$250,000		$250,000		$250,000	$250,000.00	$0.00	$250,000.00	1
6	Emergency Repair	Yes	3	$10,000	3	$10,000	1	$10,000	$70,000.00	$0.00	$70,000.00	7
5	Disaster/Post Disaster Mitigation	Yes		$10,000		$10,000		$10,000	$0.00	$0.00	$0.00	0
7	Foreclosure Prevention	No	1	$10,000	1	$10,000	1	$10,000	$0.00	$30,000.00	$30,000.00	3
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		7		5		3		$420,000.00	$70,000.00	$490,000.00	15
	Purchase Price Limits:		**New**	$ 509,943	**Existing**	$ 509,943						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
21	New-Construction Rental	Yes		$100,000		$100,000		100000	$0.00	$0.00	$0.00	0
26	Rapid Rehousing	No		$10,000		$10,000			$0.00	$0.00	$0.00	0
16	Disaster/Post Disaster Mitigation	Yes		$10,000		$10,000		10000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$ 54,932		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		**$ 544,932**		OK							

Set-Asides

Percentage Construction/Rehab (75% requirement)		76.5%	OK
Homeownership % (65% requirement)		89.2%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	$ 405,000	73.7%	OK
Low Income (30% requirement)	$ 55,000	10.0%	OK
Moderate Income	$ 30,000	5.5%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2025-2026

Name of Local Government:

Estimated Funds (Anticipated allocation only): $ 549,324

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
10	New Construction/ Infill Housing	Yes	0	$80,000	0	$60,000		$40,000	$0.00	$0.00	$0.00	0
2	Purchase Assistance	No	1	$15,000	1	$15,000	1	$10,000	$0.00	$40,000.00	$40,000.00	3
3	Owner-Occupied Rehabilitation	Yes	1	$100,000	0	$100,000	0	$100,000	$100,000.00	$0.00	$100,000.00	1
4	Demolition/Reconstruction	Yes	1	$250,000		$250,000		$250,000	$250,000.00	$0.00	$250,000.00	1
6	Emergency Repair	Yes	3	$10,000	3	$10,000	1	$10,000	$70,000.00	$0.00	$70,000.00	7
5	Disaster/Post Disaster Mitigation	Yes		$10,000		$10,000		$10,000	$0.00	$0.00	$0.00	0
7	Foreclosure Prevention	No	1	$10,000	1	$10,000	1	$10,000	$0.00	$30,000.00	$30,000.00	3
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		7		5		3		$420,000.00	$70,000.00	$490,000.00	15
	Purchase Price Limits:		New	$ 509,943	Existing	$ 509,943						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
21	New-Construction Rental	Yes		$100,000		$100,000		100000	$0.00	$0.00	$0.00	0
26	Rapid Rehousing	No		$10,000					$0.00	$0.00	$0.00	0
16	Disaster/Post Disaster Mitigation	Yes		$10,000		$10,000		10000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$ 54,932		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 544,932	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		76.5%	OK
Homeownership % (65% requirement)		89.2%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	$ 405,000	73.7%	OK
Low Income (30% requirement)	$ 55,000	10.0%	OK
Moderate Income	$ 30,000	5.5%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2026-2027

Estimated Funds (Anticipated allocation only):			$ 549,324									
Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
10	New Construction/ Infill Housing	Yes	0	$80,000	0	$60,000		$40,000	$0.00	$0.00	$0.00	0
2	Purchase Assistance	No	1	$15,000	1	$15,000	1	$10,000	$0.00	$40,000.00	$40,000.00	3
3	Owner-Occupied Rehabilitation	Yes	1	$100,000	0	$100,000	0	$100,000	$100,000.00	$0.00	$100,000.00	1
4	Demolition/Reconstruction	Yes	1	$250,000		$250,000		$250,000	$250,000.00	$0.00	$250,000.00	1
6	Emergency Repair	Yes	3	$10,000	3	$10,000	1	$10,000	$70,000.00	$0.00	$70,000.00	7
5	Disaster/Post Disaster Mitigation	Yes		$10,000		$10,000		$10,000	$0.00	$0.00	$0.00	0
7	Foreclosure Prevention	No	1	$10,000	1	$10,000	1	$10,000	$0.00	$30,000.00	$30,000.00	3
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		7		5		3		$420,000.00	$70,000.00	$490,000.00	15
Purchase Price Limits:			New	$ 509,943	Existing	$ 509,943						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
21	New-Construction Rental	Yes		$100,000		$100,000		100000	$0.00	$0.00	$0.00	0
26	Rapid Rehousing	No		$10,000					$0.00	$0.00	$0.00	0
16	Disaster/Post Disaster Mitigation	Yes		$10,000		$10,000		10000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$ 54,932		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 544,932	OK								

Set-Asides			
Percentage Construction/Rehab (75% requirement)		76.5%	OK
Homeownership % (65% requirement)		89.2%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)		$ 405,000 73.7%	OK
Low Income (30% requirement)		$ 55,000 10.0%	OK
Moderate Income		$ 30,000 5.5%	

Exhibit D

67-37.005(1), F.A.C.

2023

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: City of Fort Pierce

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.

(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

_____ _____

Witness Linda Hudson

_____ _____

Witness Mayor

.

_____

Date

OR

_____

Attest: (Seal)

RESOLUTION NO. 24-R32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA **APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT**, SECTIONS 420.907-420.9079, FLORIDA STATUTES, AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, Sections 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by Section 420.9075, Florida Statutes, it is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to

adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except small counties, as defined in Section 120.52(19), Florida Statutes, and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the Grants Administration Division has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the City Commission finds that it is in the best interest of the public for the City of Fort Pierce (local government) to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA THAT:

Section 1: The City Commission of the City of Fort Pierce hereby approves the Local Housing Assistance Plan, attached at Exhibit A and incorporated hereto for submission to the Florida Housing Finance Corporation as required by Sections 420.907-420-9079, Florida Statutes, for fiscal years 2024-2025, 2025-2026, 2026-2027.

Section 2: The Mayor is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 17th day of June, 2024.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
Sara Hedges, City Attorney

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: DONNELLA CLARKE, GRANTS ADMINISTRATION MANAGER, COMMUNITY AND ECONOMIC DEV, GRANTS DIVISION

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: LOCAL HOUSING ASSISTANCE PROGRAM (LHAP) FOR 2024 - 2027 AMENDMENT

CAO RLS FILE: RLS 25-178

DATE: JUNE 26, 2025

I have reviewed the above Request for Legal Services related to amending the Local Housing Assistance Plan (LHAP) for fiscal years 2024 through 2027. The LHAP amendments should be formatted to show deletions as ~~red strikethrough~~ and additions as red underline. A redlined copy of the amended report is attached. Please be aware that other additions and deletions were found and documented with a note – please review these areas to be sure they were intended edits. A clean copy of the amended report is attached and approved as to form and correctness

Additionally, the amendment must be passed through a resolution. I have provided a copy of a resolution, working off of a resolution that was passed for a previous LHAP amendment. Please review this resolution to be certain it contains the appropriate wording for the intended result. If the resolution is accepted as is, it is approved as to form and correctness. If you propose any edits to the resolution, please forward it back to this Office for a final review.

Please review the City Clerk Office's policy related to resolutions that are required for the approval of items before the City Commission so that you may comply with that policy moving forward. If you do not have that policy, please contact the City Clerk's Office immediately to obtain a copy.

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