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

CITY COMMISSION AGENDA

Regular Meeting - Monday, August 18, 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 Tim O'Carroll - Discovery Church**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   A. Approval of the minutes of the July 28, 2025 Special Meeting.

   B. Approval of the Minutes of the August 04, 2025 Regular Meeting.

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

   A. Letter from Officer Alexander Quiles, Port St. Lucie Police Department, expressing his appreciation to the Fort Pierce Police Department for their outstanding assistance during the escort of fallen St. Lucie County Firefighter to the Medical Examiner's Office; especially Deputy Chief Gillette, Lieutenant Fassanello, Officer Zamora and Acting Lieutenant Palacio.

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. Representative Dana Trabulsy, 2025 Legislative Update and Special Presentation

11. **CONSENT AGENDA**

A. Approval of Interlocal Funding Agreement with St. Lucie County for homeless initiatives in the amount of $125,000 for FY2025.

B. Approval of Statewide Mutual Aid Agreement with the State of Florida, Division of Emergency Management (FDEM).

C. Approval of Kimley-Horn & Associates Change Order No. 3 to Specific Authorization No. 4 for an amount not to exceed $69,320.00 for the Indian River Drive Downtown Waterfront Corridor Improvements.

D. Approval to select the following firms in response to the Professional Engineering Services RFQ2025-022 for a period of two (2) years with three (3) one-year renewal options: Captec Engineering, Inc., Consor North America, Inc., Culpepper & Terpening, Inc., Kimley-Horn and Associates, Inc. and, WGI, Inc. and authorize staff to enter into contract negotiations with the firms.

E. Approval of salary increase for Linda Cox, City Clerk, discussed at the August 11, 2025 City Commission Budget Workshop for a new annual salary in the amount of $145,000.00 effective October 1, 2025; said annual salary to be inclusive of the 5% cost of living increase being provided to City employees effective October 1, 2025.

F. Approval of the change of status for Robert Ridle from Acting Chief of Police to Interim Chief of Police effective August 18, 2025.

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 - Review and approval of an application for a Conditional Use, with No New Construction by Aspatria Institute d/b/a Aspatria College, located at 1404 S. 28th Street, Parcel Control Number: 2417-510-0025-000-3.

B. Continued from the August 4, 2025 meeting. Legislative 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 - SECOND READING.

C. Legislative Hearing - Ordinance 25-022 amending Chapter 2, Article IV, Division 5, Police Officers Retirement/Pension Funds to allow the Police Chief to opt out of the Police Officers Retirement Trust Fund and to increase DROP participation period to six years to mirror the general employee plan. SECOND READING

D. Legislative Hearing - Ordinance 25-023 - Review and approval fo Voluntary Annexation by owner Troil South, LLC, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at 1903 S. 37th Street. The proposed City Future Land Use designation is General Commercial (GC) and Zoning classification of General Commercial (C-3). Parcel ID: 2417-331-0001-000-0.
FIRST READING

E. Legislative Hearing - Ordinance 25-024 Creating Chapter 103, Article XII Mandatory Structural Inspections for Condominium and Cooperative Buildings. FIRST READING

13. **CITY COMMISSION**

A. Resolution 25-R61 appointing members to serve on the Fort Pierce Youth Council.

B. Resolution 25-R62 Adopting Updated Solid Waste Administrative Guidelines Approving the Schedule of Fees for the Collection and Disposal of Garbage and Trash

C. Resolution 25-R63 appointing an at-large member to the Fort Pierce Planning Board.

D. Resolution 25-R64 Nebraska Avenue Sidewalk FDOT LAP Agreement for approval and signature by City for award of $666,354.00 in federal Transportation Alternative Program (TAP) funding for construction of the project.

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: 08/18/2025

Re: Approval of the minutes of the July 28, 2025 Special Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the minutes of the July 28, 2025 Special Meeting.

Attachments

07.28.2025 Special Meeting

Form Review

Form Started By: Latoya Ransom Started On: 08/04/2025 11:31 AM

Final Approval Date: 08/04/2025

MINUTES OF A SPECIAL 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 28, 2025.

1. CALL TO ORDER

Mayor Hudson called the July 28, 2025 Special Meeting of the City Commission to order at 5:05 P.M

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

Staff Present: City Manager Richard Chess
City Attorney Sara Hedges
City Clerk Linda Cox

4. CITY COMMISSION

A. Discussion regarding Commissioner District 2, Seat 2 status.

Mayor Hudson affirmed that this City would continue to move forward, remain committed to serving our community, and will not let the actions of one individual define us.

City Manager, Richard Chess commented that Commissioner Taylor's attorney has submitted his letter of resignation to City Attorney Ms. Hedges

City of Fort Pierce – Special Election Briefing Summary
Presented by City Attorney Sara Hedges and City Clerk Linda Cox
Following the formal resignation of Commissioner James Taylor (Seat 2), received earlier in the afternoon, the City Commission convened to outline the next steps for filling the vacancy.

Special Election Process Overview
Trigger for Election: Per the City Charter, a special election is required when more than six months remain until the next general election.
Declaration & Resolution: A resolution declaring the special election will be presented at the next regular Commission meeting on August 4.
Certification: Upon adoption, the resolution will be submitted to the Supervisor of Elections, then to the Secretary of State for certification under Florida Statute §100.141.
Election Timeline:
Petition Deadline: August 12
Qualifying Period: August 18 (Noon) – August 22 (Noon)
Special Primary Election: November 4, 2025
Runoff (if needed): January 20, 2026 (only if no candidate earns 50% + 1 vote)
Note: Write-in candidates are not permitted in this election.

Voter & Candidate Eligibility
Only residents of District 2 may vote in this election.
To qualify as a candidate, an individual must:
Be a registered elector
Have resided in District 2 for at least two years

Election Operations & Budget
Polling Locations: There are currently 9 locations within District 2. The Commission discussed maintaining this number to ensure consistency and voter

confidence.
Early Voting (optional for special elections): Proposed from October 25 – November 1
Vote-by-Mail Deadline: October 23
Estimated Election Cost: $60,000
The Commission expressed strong support for preserving standard election operations, maintaining polling sites and early voting access, to avoid public confusion or the appearance of election manipulation.

Funding Considerations
The cost may be split between the current and upcoming fiscal years.
Alternatives such as using emergency reserve funds were suggested.
The final funding plan will be coordinated with the Finance Department before the budget is finalized.

Legal & Statutory Context
City Attorney Sara Hedges clarified:
The City Commission cannot remove one of its own members under the Charter.
If a commissioner is absent from four consecutive meetings without excuse, they are automatically removed by law.
Florida Statute §112.51 allows the Governor to suspend elected officials upon formal charging, not arrest alone. A resignation avoids this process.
Recall efforts by voters would not be eligible until the official had served one-fourth of their term, January 2026 for Seat 2.

Commissioner Comments & Consensus
The Commission unanimously agreed to follow the same procedures used in prior special elections (e.g., District 1), ensuring transparency and fairness.
They reaffirmed their commitment to continue City business without disruption.
The Commission emphasized clear communication to the public regarding eligibility, timelines, and processes.

Next Steps
A formal resolution to declare the special election will be voted on August 4.
City Clerk Linda Cox will:
Distribute election packets and timelines to the Commission
Coordinate with Communications for public outreach via text alerts and other channels.

5. COMMENTS FROM THE PUBLIC

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Mario Wilcox
Herbert Jackson
Joyce Jackson
Charlie Wilson
Ronna Perry

Commissioner Gaines requested that staff explore cost-saving options for the special election, such as evaluating low-turnout precincts or early voting adjustments, emphasizing that no voter access should be compromised, and urged the Commission to rise above politics, calling for unity and for Fort Pierce to set a national example of leadership and cooperation. He reassured District 2 residents that they would be heard and represented, pledging to advocate for all constituents and work together to move the city forward.

Mayor Hudson emphasized that while commissioners are elected by district, they are responsible for serving the entire city. She noted that all commissioners take this duty seriously and make decisions with the best interest of all Fort Pierce

residents in mind. As the only citywide elected official, she expressed appreciation for the shared commitment to citywide service.

Commissioner Broderick supported the idea of establishing an early voting site within District 2, suggesting it would be more accessible than the current locations. He also recommended reviewing low-turnout polling stations, such as the one on Oleander, for potential cost-saving opportunities. Additionally, he committed to expanding his office hours at City Hall to ensure District 2 residents have direct access to him and feel fully represented during this transition.

Commissioner Johnson cautioned against using past voter turnout as the sole reason to eliminate polling sites, emphasizing the importance of equitable access and fiscal responsibility. He reaffirmed that all commissioners are committed to serving the entire city, regardless of district. Acknowledging the emotional impact of recent events, he urged the community to pray for those affected, particularly the young victim, local business owners, and residents. He also noted the added grief of mourning a firefighter this week, asking the community to keep Fort Pierce in their prayers during this difficult time.

Commissioner Gaines acknowledged the importance of prayer and emphasized the need for professional mental health support. He encouraged any city employees affected by recent events to utilize the services available through the City. He also urged collaboration with the County and School Board to ensure support resources are accessible to all employees who may be impacted, stressing the importance of being proactive in addressing potential emotional triggers across agencies.

City Attorney Sara Hedges confirmed that support services have been made available to staff. Risk Management, in coordination with the City Manager, has arranged on-site services and Employee Assistance Program (EAP) services, with multiple sessions already provided and additional support scheduled for the following day. The City remains committed to supporting its employees during this time.

6. 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 6:56 P.M.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

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

Meeting Date: 08/18/2025

Re: Approval of the Minutes of the August 04, 2025 Regular Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the Minutes of the August 04, 2025 Regular Meeting.

Attachments

08.04.2025 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 08/12/2025 09:38 AM

Final Approval Date: 08/12/2025

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, AUGUST 04, 2025.

1. CALL TO ORDER

Mayor Hudson called the August 04, 2025 Regular Meeting of the City Commission to order at 5:05 P.M.

2. OPENING PRAYER - Pastor Jordan Good of Bible Baptist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

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 July 21, 2025 Special Meeting.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the minutes of the July 21, 2025 Special Meeting.

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

B. Approval of the minutes of the July 21, 2025 Regular Meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the July 21, 2025 Regular Meeting.

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

6. **PROCLAMATIONS**

A. Justice For Survivors Week Proclamation

7. **LETTERS TO COMMISSION**

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

Staff pulled item 13A.

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

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

Passed

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

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Kris Einstein
Rick Reed
Mazella Smith
Charles Wilson

10. MISCELLANEOUS REPORTS

A. Lincoln Park Main Street, Inc. program update covering the third quarter of FY2025 (April 1, 2025 to June 30, 2025.)

The Commission discussed having both Main Street organizations present during the same meeting to ensure fairness, transparency, and consistency. Commissioner Gaines expressed concern over the optics of separate presentations and emphasized the need to evaluate both groups equally. While the Mayor noted the difference in contract timelines and functions, Commissioner Broderick supported aligning future presentations, suggesting both report in the fourth quarter to simplify public access and decision-making.
Pamela Carrithers presented the Lincoln Park Main Street, Inc. program update for the third quarter FY2025.
1. Business & Property Development
Created a detailed database of 96 businesses in the Lincoln Park District and surrounding areas.
Continued work on a database of vacant and occupied commercial properties, including land use, size, ownership, and historical data.
Supported local businesses like Blue Clarinet and Cynthia’s Alterations with grants and improvement projects.
2. Historic Preservation
Completed the Lincoln Park Historic Survey funded by the Florida Department of State.
Engaged the community through meetings and oral histories to support historic designation of properties.
Encouraged public contributions of historical documents and records.
3. Marketing & Community Engagement
Partnered with St. Lucie County Cultural Alliance for events like Jazz on Moore's Creek.
Used radio, social media, and posters to promote events, with a reported increase in social media reach.
Collected community feedback via surveys and testimonials.
Showcased archives and artifacts at public events to raise awareness.
4. Affordable Housing Support
Assisted in rebranding and marketing homes at the Oaks at Moore’s Creek, targeting teachers and first responders.
Promoted upcoming community events to showcase available homes.
Identified awareness and outreach as major barriers to sales.
5. Resource Development
Submitted grant applications to support arts, culture, and historic preservation.
Logged 110 volunteer hours for the quarter.
6. Future Goals & Recommendations

Develop benchmark-driven presentations for transparency and accountability.
Continue collaboration with city staff and the school district to enhance youth involvement.
Use historic preservation efforts as a catalyst for tourism, education, and economic growth.

Mayor Hudson suggested leveraging the Property Appraiser's Office to assist with the commercial property survey, noting much of the data—such as building age and property details—is available and can be generated based on specific parameters. However, she cautioned that some building ages may be inaccurate. She highlighted local historical resources that could support the historic preservation initiative:
St. Lucie County History Center scanned yearbooks from Lincoln Park Academy.
Genealogy Society & Samuel Gaines indexed funeral books from Stone Brothers Funeral Home.
Ongoing indexing of the old Chronicle newspaper, providing rich insights into local families and history.
Mayor Hudson emphasized that these resources could strengthen historic preservation efforts and noted growing community interest in local history, which also holds economic value through historic designation and heritage tourism.

The Commission praised Lincoln Park Mainstreet's efforts in historic preservation and community engagement, emphasized the importance of educating youth on local history, recommended city acquisition of aging historic sites to prevent deterioration, and commented on the need for data benchmarks in future presentations to ensure transparency, equitable funding, and measurable impact across Main Street programs.

11. CONSENT AGENDA

A. Approval to purchase 20 security cameras from Tactical Video, Inc. in the amount of $85,444.00, to be installed in the area of the IRSC Blackburn Educational Building to improve public safety, reduce crime, enhance law enforcement effectiveness, and foster community engagement using the award through IRSC.

B. Approval of City Manager Richard D. Chess's request to attend the Florida League of Cities 2025 Annual Conference in Orlando, Florida from August 14, 2025, to August 17, 2025, for the amount of $1,650.42.

C. Approval of salary increase for Linda Cox, City Clerk, discussed at the July 21, 2025 City Commission Special Budget Meeting for a new an annual salary in the amount of $160,000.00 effective October 1, 2025; said annual salary to be inclusive of the cost of living increase being provided to City employees effective October 1, 2025.

D. Approval of Lincoln Park Main Street's Third Quarter Disbursement in the amount of $12,500 subject to acceptance of the Third Quarter Report.

Commissioner Johnson pulled items 11C and 11D of the Consent Agenda.

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

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

Passed

As to item 11C
The Commission debated a proposed salary increase for City Clerk Mrs. Cox to $160,000—a 25% raise. The discussion centered on fiscal responsibility, fairness, and timing, amid budget constraints and public scrutiny.

Commissioner Johnson:
Clarified the raise is not a 5% increase on top of the current salary, but a flat adjustment to $160,000.
Raised concerns about affordability in light of budget shortfalls and $60,000 in anticipated special election costs.
Suggested a more moderate increase (12–15%) now, with potential to revisit midyear.
Emphasized the need for fiscal prudence given recent budget tightening across departments.

Mayor Hudson:
Supported the raise, stating the City Clerk role has significantly evolved over 13 years and that the increase corrects a long-standing issue.
Asserted comfort with the proposed $160,000 figure.

Commissioner Broderick:
Reviewed compensation data and found the $160,000 figure aligns with peers and department heads.
Acknowledged 5% of the raise overlaps with the standard COLA increase, making it a net 20% adjustment.
Expressed concerns about deficit spending and emphasized the need for a comprehensive budget review.

Commissioner Gaines:
Strongly supported Mrs. Cox receiving a raise, acknowledging her performance.
Voiced hesitation over the proposed amount due to timing and fiscal pressure.
Suggested considering a phased increase similar to the city manager’s compensation plan.
Stressed the importance of public perception and accountability.

Due to financial concerns and differing opinions on timing and amount, Commissioner Johnson moved to table the item until the next Regular Commission Meeting on August 18, 2025, to allow for further review and consensus.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to postpone item 11C to the August 18,2025 Regular Meeting.

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

Passed

During the discussion on the proposed salary increase for City Clerk Mrs. Cox, Commissioner Broderick highlighted that even after adjustments, the budget reflects a $400,000 deficit, equating to approximately 0.75% of the operating budget. He stressed that while the shortfall may seem small, it is unacceptable given the city’s financial obligations and the unpredictability of emergency expenses, such as recent drainage repairs on Surfside.

Commissioner Johnson requested clarity from staff, noting that although the budget may appear balanced on paper, the elimination of the deficit likely requires cuts, either already made or upcoming. He emphasized the need for transparency in how the deficit was addressed before any further financial commitments, including salary increases, are finalized.

As to item 11D
Commissioner Johnson emphasized the need to develop a standardized template with staff and Mr. Chess for both Main Street organizations. He proposed that all future funding requests be tied to clearly defined milestones and goals, ensuring accountability and public understanding of each organization's impact.
He praised the Lincoln Park Main Street website but noted the need for broader community awareness. While not recommending any current funding stipulations, he expressed intent to introduce a performance-based evaluation template in the next quarter, covering business development, marketing, and economic impact.

Mr. Chess confirmed that quarterly performance measures already exist for both Main Street organizations. While the current report includes references to deliverables such as surveys, promotions, and grants, he acknowledged the need to more clearly link deliverables to specific performance goals.

Commissioner Johnson suggested improving future presentations by explicitly stating each performance measure and showing how deliverables align with those goals. Some deliverables have been fully or partially completed, with many not due until September 30th. The structure is in place, but greater clarity and labeling in presentations would enhance transparency and evaluation.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve item 11D of the Consent Agenda.

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

Passed

12. PUBLIC HEARINGS

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

A. Quasi-Judicial Hearing - Review and Approval of an application for a Conditional Use (No New Construction), submitted by property owner and applicant, LaShanna Roberts, to operate a licensed APD (Agency for Persons with Disabilities) provider group home for up to five (5) residents at 2021 Sunrise Boulevard, Fort Pierce, FL. The property is zoned Office Commercial (C-1). Parcel ID: 2415-703-0220-000-6.

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 (Attended Planning Board meeting)
Commissioner Gaines – No (Watched Planning Board meeting)
Commissioner Johnson – Yes (Watched Planning Board meeting)
Mayor Hudson – No (Watched Planning Board meeting, email from applicant, conversation with a resident)

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

Staff Presentation:
Vennis Gilmore, Senior Planner, presented an application for a Conditional Use with no new construction at 2021 Sunrise Blvd.

RECOMMENDATION:
The proposed Conditional Use (No New Construction) application adheres to the requirements of the City Land Development Code and guidelines of the City's Comprehensive Plan. Therefore, Staff recommends APPROVAL of the requested application with the following conditions:

Per City Code Section 125-316. – Access Control: Residential driveways shall be a minimum of 12 feet wide with a maximum of 26 feet wide. The driveway width must be extended to a minimum width of 12 feet.
Limit the number of vehicles parked to no more than two (2) vehicles at a time.

Commission Questions of Staff:
Mayor Hudson inquired whether the applicant holds a state license, noting that the matter is before the Commission solely due to zoning—the property is in a commercial zone (C-1) but surrounded by residential areas, and near Virginia Avenue, which is trending toward commercial use.

Planning Director Kevin Freeman explained that the group home use is listed as conditional in the C-1 zoning table, meaning the City Commission must determine if the use is appropriate based on its potential impact on health, safety, and neighborhood welfare. Staff reviews the application, intensity of use, and traffic impact, and although state licensing is required, the City cannot condition approval on the applicant's licensure—it must be obtained prior to a Certificate of Occupancy.

Commissioner Broderick questioned why the application requires conditional use approval if state statute governs licensing. He raised concerns about group home density, noting that state law may restrict new homes if a certain number already exist within a defined area. He also asked about proximity to schools.

Mr. Gilmore responded that group homes must be at least 1,200 feet apart, and that two schools—St. Lucie Elementary and Dale Cassens School are nearby.

Lashanna Roberts, Applicant, had no questions for staff and assured the Commission that residents pose no threat to children.

Obed Bazile, Facility Manager, explained that eligible residents are those receiving services through the APD Medicaid Waiver Program. There are no term limits for residency. Residents may drive, but 99% do not. Community activities are provided.

Ms. Roberts confirmed her presentation included property upgrades made to the facility.

Commission Questions of the Applicant
Mayor Hudson asked about resident demographics and transportation. Staff confirmed zoning is C-1 (Commercial), and group homes in this district require conditional use approval.

Commissioner Johnson inquired about resident activities, term limits, and security.

Mayor Hudson opened the public hearing.

Lisa Kauffmann

Mayor Hudson closed the public hearing.

Commission Discussion

Commissioner Broderick raised concerns about parking, ADA compliance, and whether required building code upgrades (e.g., ramps, ADA bathrooms,

sprinklers) had been triggered by the renovations. He questioned if proper building use classification and permitting had occurred.

Mr. Freeman explained that the application meets state standards for group homes but requires local conditional use approval due to commercial zoning. Confirmed the building permit process will trigger review of ADA compliance, fire safety, and other relevant codes during the Certificate of Use phase.

Ms. Hedges clarified that conditions imposed during this hearing will be enforced by staff, and the Commission will not re-review once the Certificate of Use is issued.

Commissioner Gaines emphasized the quasi-judicial nature of the hearing, noting that decisions must be based on evidence, not speculation. Supported adding reasonable conditions (e.g., ADA compliance, parking) per Section 121-237 of the code.

Commissioner Broderick advocated for adding a condition requiring the applicant to obtain a Certificate of Use, triggering inspections from Planning, Fire, and Building Departments to ensure safety and code compliance.

City Clerk Linda Cox confirmed that obtaining a Certificate of Use covers all necessary inspections and is a precondition to operation.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the application with three conditions, the third, the inclusion of the certificate of use.

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

B. Legislative 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 - SECOND READING.

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

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; AMENDING ORDINANCE 23-011 AS TO FINAL SITE PLAN APPROVAL, SEPARATION OF PODS, UNIFIED CONTROL, AND UNITY OF TITLE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.SECOND READING

Mayor Hudson opened the public hearing.

Tod Mowery, Redtail, addressed two key requests for consideration related to a development agreement timeline and conditions:

Clarification of Condition #6 – “Immediately”
The term "immediately" in Item #6 of the timeline (last page of the agreement) was flagged as potentially misleading.
Mr. Mowery clarified that construction plans cannot be submitted immediately after approval, as they must first be developed.
The word “immediately” does not reflect the realistic sequence of events and is redundant, as the agreement already outlines the process in multiple sections.
Request: Modify or remove the word “immediately” from Item #6 to avoid confusion and ensure accurate expectations.

Timeline Adjustment Request
Due to delays in reaching the Commission for approval, the current timeline (Exhibit) places the project out of compliance before construction can realistically begin.
Specifically, Item #2 on the timeline assumes groundbreaking by November, which is not feasible.
Request: Add 4 additional months to the initial timeline phase to allow time for construction plan preparation and permit submittal.

Mr. Mowery also noted that Dr. Juan Ortega, a certified traffic engineer, was available to answer any follow-up questions related to traffic impacts.

Mayor Hudson closed the public hearing.

Ms. Hedges:
Clarified that the applicant’s request to change language (specifically the word “immediately” in Item #6) and amend the project timeline must follow proper procedure.
Since the agreement was already signed, any changes would require:
A new signed agreement with revisions.
A second reading before the Commission.

Commissioner Curtis Johnson:
Acknowledged that the process has taken significant time and questioned the practical impact of the word “immediately.”
Noted traffic concerns with upcoming development on Orange Avenue and raised broader questions about traffic flow and signalization.
Expressed that “immediately” is open to interpretation and shouldn't derail progress.
Emphasized the need for contextual flexibility in enforcing that condition.

Ms. Hedges
Confirmed that the term “immediately” was part of the original motion made by Commissioner Johnson at the previous meeting and included in the final agreement.
Noted that “immediately” is interpreted as "immediately hereafter," not an arbitrary timeframe such as six months.
Reiterated that any modification to wording or project timeline must be directed by the Commission and requires a formal amendment and resubmission.

Commissioner Broderick:
Asked if the Bent Creek development had applied to the state for signalization and if this project could piggyback on that request.
Expressed concern over infeasible timelines, noting the development team has already indicated they will not be ready to break ground by November 2025.

Mr. Mowery:
Attempted to confirm with the County whether Bent Creek had applied for signalization but did not receive a response.

Mr. Freeman
Confirmed that based on communications with the development team, permits and plan preparation are not on track to meet the current November 2025 groundbreaking date.

Commissioner Broderick acknowledged that the applicant will not meet the current

November 2025 groundbreaking date, citing outdated timelines and permitting delays. He emphasized two key issues:
“Immediate” Signalization Language – The term needs clarification or revision to reflect realistic procedural steps.
Phase Timeline Revisions – The applicant's request for an additional four months to prepare construction plans is reasonable given the delays.
He asserted that the current agreement is no longer viable and sets the applicant up for failure, and agreed Ms.Hedges that amending the agreement requires a formal rewrite, not informal edits. He recommended:
Direction from the Commission to rework the agreement language and timelines.
A consensus to proceed without causing further delay.
A revised agreement that sets the applicant up for success while maintaining accountability.
He concluded by calling for practical cooperation to ensure the development proceeds efficiently and transparently.

The Commission Discussed
Timeline Adjustments: The developer requested a 4-month extension to all project phases listed in Exhibit 2 due to delays in finalizing construction plans.
Language Revision – Condition #6: The developer requested to remove the word “immediately” from Condition #6 related to the FDOT signalization submission.
The Commission agreed to revise the language to align submission timing with each phase’s actual site plan submittal.
The Commission agreed unanimously to the requested changes.

All parties present confirmed agreement with the revisions.
However, Ms. Hedges clarified that because the ordinance approves the signed development agreement, the revised agreement must be brought back in final form.

The revised development agreement with:
The removal of “immediately” from Condition #6, and
A 4-month extension to the development timeline in Exhibit 2 will be brought back on August 18, 2025 for the second reading.

The Commission explicitly stated this does not restart the process or constitute a new first reading. It remains a second reading with minor revisions.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to postpone Ordinance No. 25-021 to August 18th to correct the ordinance and exhibit to reflect a four-month extension to the development timeline and the removal of the word “immediately” on second reading.

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

Passed

C. Legislative Hearing - Ordinance 25-022 amending Chapter 2, Article IV, Division 5, Police Officers Retirement/Pension Funds to allow the Police Chief to opt out of the Police Officers Retirement Trust Fund and to increase DROP participation period to six years to mirror the general employee plan. FIRST READING

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

ORDINANCE NO. 25-022
AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 2, ADMINISTRATION, ARTICLE IV, OFFICERS AND EMPLOYEES, DIVISION 5, POLICE OFFICERS’ RETIREMENT/PENSION FUNDS, SUBDIVISION II – POLICE OFFICERS’ RETIREMENT TRUST FUND; BY AMENDING SECTION 2-381, DEFINITIONS AT THE DEFINITION OF POLICE

OFFICER TO ALLOW THE POLICE CHIEF TO OPT OUT OF THE POLICE OFFICERS' RETIREMENT TRUST FUND PLAN; BY AMENDING SECTION 2-388, EMPLOYEE WITHDRAWAL FROM PLAN TO CORRECT AN INTERNAL INCONSISTENCY; AMENDING SECTION 2-397, DEFERRED RETIREMENT OPTION PLAN (DROP) TO INCREASE DROP PARTICIPATION PERIOD TO SIX YEARS TO MIRROR THE GENERAL EMPLOYEE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.FIRST READING

City Manager, Richard Chess, clarified that this is the first reading of an ordinance related to the Police Officers' Retirement and Pension Fund. The ordinance would allow any Police Chief to opt out of participating in the Police Officers' Retirement Fund. If approved, the change would apply retroactively to the current Police Chief.

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. 25-022.

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

Passed

13. CITY COMMISSION

A. PULLED AT THE REQUEST OF STAFF. Resolution 25-R51 Approving an Amendment to the Assigned and Assumed Agreement for the Development of King's Landing (Villas Plat) and Release of the City's Reverter to the Villas Plat Property, only.

B. Resolution 25-R55 appointing a member to the Keep Fort Pierce Beautiful Board to fill an at-large vacancy.

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

RESOLUTION NO. 25-R55
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE KEEP FORT PIERCE BEAUTIFUL ADVISORY BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Gaines – T-Erica Pugh

Mayor Hudson – Anthony Adams

Commissioner Johnson – Debbie Edmond

Commissioner Broderick – Debbie Edmond

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to appoint Debbie Edmond to the Keep Fort Pierce Beautiful Board.

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

Passed

C. Resolution 25-R56 appointing members to serve on the Fort Pierce Youth Council.

City Clerk, Linda Cox, introduced the Resolution, read by title only, into the record.
RESOLUTION NO. 25-R56
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE YOUTH ADVISORY COUNCIL; PROVIDING FOR AN EFFECTIVE DATE.

Ms. Cox commented that, in the past, we have appointed all interested individuals rather than limiting the group to the seven designated members.
So far, this approach has worked well—we've been able to manage the group of young participants without needing to turn anyone away.

The Commission emphasized the importance of maintaining quorum for the group to function effectively. Staff will monitor participation, and if a student appears disengaged or decides it's not the right fit after the group begins meeting, they may be asked to step down to preserve quorum and ensure smooth operations. Additionally, it was noted that outreach had been conducted to all Fort Pierce schools to recruit student participants. Commissioner Gaines mentioned that St. Andrew's had initially been overlooked and confirmed he had reached out to their principal. Other participating schools include John Carroll, Fort Pierce Central, Fort Pierce Westwood, and Port St. Lucie High School.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 25-R56 appointing all applicants to the board.

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

Passed

D. Resolution 25-R57 Setting a Special Election to fill the vacant Commissioner seat of District 2, Seat 2.

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

RESOLUTION NO. 25-R57
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, SETTING A DATE FOR A SPECIAL ELECTION FOR THE PURPOSE OF FILLING THE VACANCY OF CITY COMMISSIONER, DISTRICT 2, SEAT 2; ESTABLISHING A QUALIFYING PERIOD; SETTING THE DATE FOR A RUNOFF ELECTION IF NECESSARY AFTER THE SPECIAL ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

The Commission reviewed the resolution setting the primary election for November 4 and the run-off for January 13 (moved from January 20 due to venue availability).
Discussion included early voting locations, with consensus to use the Supervisor of Elections' office as the early voting site due to cost savings, air-conditioned facilities, and logistical challenges in securing alternate venues for eight days. The Commission noted this location is reasonable despite some residents needing to travel farther.
Regarding precincts, several commissioners emphasized keeping all current precincts open on Election Day to avoid confusion, ensure voter accessibility, and maintain public trust. While combining smaller precincts could save $1,300–$2,500, the Commission agreed that preserving each precinct location was more important than the potential cost savings. Staff will continue to work with the Supervisor of Elections to minimize election expenses without reducing access.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve Resolution No. 25-R57.

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

Passed

14. COMMENTS FROM THE PUBLIC

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

Larry Winters
Kris Einstein
Iola Mosley

15. COMMENTS FROM THE CITY MANAGER

A. Reports

City Manager, Richard Chess, provided the Police Chief recruitment update – reporting that the job description has been finalized and is ready for posting, pending completion of the recruitment brochure, expected this week. Final coordination with Risk Management is needed to address liability coverage; a meeting is planned within the next two days. Once finalized, the agreement will be signed, with the goal of posting the position next week. Mr. Chess confirmed that the posting will be sent to commissioners, and updates will be provided during upcoming individual meetings.

City Clerk, Linda Cox, commented on committee coverage as Commissioner Taylor previously served on three committees: Tourist Development Council, St. Lucie County Roundtable, and Treasure Coast Regional Planning Council. Mayor Hudson will cover the Tourist Development Council, Commissioner Broderick will cover the St. Lucie County Roundtable, and Commissioner Johnson will cover the Treasure Coast Regional Planning Council.

City Attorney Sara Hedges – No comments.

16. COMMENTS FROM THE COMMISSION

Commissioner Broderick expressed appreciation to staff for their dedication and perseverance. He commended their “whatever it takes” attitude, ability to keep city business moving forward, and commitment to serving the citizens of Fort Pierce despite being short-handed and taking on additional committee assignments.

Commissioner Johnson thanked the residents of Fort Pierce for attending the hero’s funeral for Jarius, showing strong community support for her family. He commended the Pink Rose Foundation and partnering organizations for a successful back-to-school event with large turnout and generous donations.
He reported requesting a meeting with city staff and the Downtown Business Association Alliance to ensure effective communication, a unified voice, and appropriate use of city resources. He also scheduled a meeting with CRA staff , further reported that the Zora Neal Hurston Museum on 9th Street was recently vandalized, with copper stolen and walls damaged. Restoration progress is ongoing despite the setback, and additional security measures are being implemented.
He closed by encouraging vigilance and safety as students return to school.

Mayor Hudson noted that a property has been identified by a national landmark

group and will check if funding is available from them. She emphasized the need for communication and coordination regarding the designation.

Commissioner Gaines urged immediate enforcement against an unregistered short-term rental, stressing fairness to compliant owners. Staff confirmed the ordinance requirements would be enforced promptly. He clarified that commissioners did not receive a raise, only a cost-of-living adjustment like other city employees. Addressing retirees, he explained the retirement board (on which he and Commissioner Broderick serve) commissioned a study and found benefits cannot be increased until the plan reaches 90% funding, per state statute and city charter. The fund is currently just over 80%. Reaching 90% would require significant additional contributions from the city and employees. Gaines encouraged retirees to initiate a charter change if they wish to remove the 90% requirement. Additionally, encouraged residents to be mindful and prepared as the new school year begins. Families are reminded to plan ahead for increased morning and afternoon traffic and to exercise caution for students traveling to and from school. Appreciation was expressed to the many organizations, community groups, and volunteers who generously donated backpacks and school supplies, ensuring that local students start the year equipped for success.

Johnna Morris, Director of Finance, reported the fund is currently 82% funded, with $71.85 million in assets and an unfunded liability that must be fully covered, plus interest, before benefits can be increased. Per city ordinance, the plan must be 100% funded to grant a COLA, and Florida statute prohibits granting benefits not in place during a retiree's employment.

Mayor Hudson noted that a resident who spoke about short-term rental regulations operates one himself and was involved in the planning process, appreciating his commitment to compliance. Reported attending the celebratory kickoff for the new school year at Legacy High School, located at the far end of Crosstown Parkway. The event highlighted St. Lucie County's "A" district rating, set ambitious goals for the coming year, and was attended by a large number of teachers, county officials, and the superintendent. She praised the event as a first-class celebration and mentioned ongoing improvements at Westwood Prep, and commented on the A1A's name change and signage.

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 8:30 P.M.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

City Commission Regular Meeting - 5:05 PM **7. A.**

Meeting Date: 08/18/2025

Re: Letter of Appreciation

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Letter from Officer Alexander Quiles, Port St. Lucie Police Department, expressing his appreciation to the Fort Pierce Police Department for their outstanding assistance during the escort of fallen St. Lucie County Firefighter to the Medical Examiner's Office; especially Deputy Chief Gillette, Lieutenant Fassanello, Officer Zamora and Acting Lieutenant Palacio.

Attachments

Letter

Form Review

Form Started By: Linda Cox Started On: 07/31/2025 03:06 PM

Final Approval Date: 07/31/2025

Dear Chief Ridle,

I am writing to extend my sincere appreciation to the Fort Pierce Police Department for your outstanding assistance during the escort of our fallen Saint Lucie County Firefighter to the Medical Examiner's Office.

Your department's swift response and professionalism were a testament to your commitment to public safety and to honoring those who serve our community. I would like to personally thank:

- **Deputy Chief C. Gillette** and **Lieutenant Fassanello** for answering the call without hesitation and providing immediate support during this solemn and important detail.

- **Officer F. Zamora**, who represented the Fort Pierce Police Department as a member of the Honor Guard. His appearance and conduct during the procession were nothing short of impeccable, and it was an honor to have him participate.

- **Acting Lieutenant D. Palacio**, whose coordination ensured the timely assignment of officers and sergeants to assist with major intersection closures. His clear communication with me throughout the procession was instrumental in ensuring a smooth and dignified escort.

Please extend my heartfelt gratitude to all involved. The professionalism, respect, and cooperation shown by your department brought great comfort to the family, fellow first responders, and the community. It was an honor to work alongside such a dedicated and respectful team.

With sincere appreciation,

Officer Alexander Quiles
Port St. Lucie Police Department
Aquiles@cityofpsl.com

Officer Alexander Quiles #1367

Port St Lucie Police Department – Neighborhood Policing Bureau

121 SW Port St Lucie Blvd, Port St Lucie, Florida 34984

Department: (772) 871-5001

Through Courage, Knowledge, and Integrity, the Port St. Lucie Police Department is committed to Superior Customer Service and remaining one of America's Safest Cities.

IMPORTANT WARNING: This message is intended for the use of the person or entity to which it is addressed and may contain information that is privileged and confidential, the disclosure of which is governed by applicable law. You are hereby notified that any dissemination, disclosure, modification, or copying of this information is STRICTLY PROHIBITED. If you have received this e-mail by error, please notify us immediately at (772) 871-5001 and destroy the related message. Active criminal intelligence information and active criminal investigative information is exempt from F.S.S. 119.07(1). This email and its attachments are intended for Law Enforcement Use Only.

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

Meeting Date: 08/18/2025

Re:

SUBJECT:

Representative Dana Trabulsy, 2025 Legislative Update and Special Presentation

Form Review

Form Started By: Linda Cox Started On: 07/14/2025 08:42 AM

Final Approval Date: 07/14/2025

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

Meeting Date: 08/18/2025

Re: Interlocal Funding Agreement for Homeless Services

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

SUBJECT:

Approval of Interlocal Funding Agreement with St. Lucie County for homeless initiatives in the amount of $125,000 for FY2025.

SUMMARY:

To support local efforts in addressing homelessness, St. Lucie County enlisted assistance from the municipal members of the St. Lucie Homeless Advisory Committee to advance initiatives that provide housing services for individuals experiencing unsheltered homelessness.

In response, the City of Fort Pierce committed $125,000 in its FY2024 budget to fund staffing and operational expenses for the Housing HUB—a 24-bed shelter for adult men—and to expand services through the development of a Women's Facility. Additional funding was allocated in the FY2025 budget.

This Interlocal Funding Agreement between the City of Fort Pierce and St. Lucie County establishes the framework for distributing the requested FY2025 funds.

RECOMMENDATION:

Staff recommends approval of the Interlocal Funding Agreement by and between St. Lucie County and the City of Fort Pierce for homeless initiatives.

ALTERNATIVES:

Amend or deny the Interlocal Funding Agreement.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

City Attorney's Office
St. Lucie County Attorney's Office
St. Lucie County Community Services

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025
Account:	0016000-581100
Amount:	$125,000

OTHER INFORMATION:

The City will provide the County with the sum of $125,000 to be remitted to the Treasure Coast Homeless Services Council to fund staffing as well as operational costs at the Housing HUB and to expand services by developing a Women's Facility. The City shall remit payment to the County within thirty (30) days of the effective date of the agreement.

Attachments

City Attorney Memorandum

Interlocal Funding Agreement

Treasure Coast Homeless Services Council Annual Report

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/30/2025 08:53 AM
Finance Department	Johnna Morris	07/31/2025 10:33 AM
City Manager	Richard Chess	08/01/2025 01:51 PM
Form Started By: Audria Moore		Started On: 07/28/2025 12:06 PM
Final Approval Date: 08/01/2025		

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	AUDRIA MOORE, SPECIAL PROJECTS COORDINATOR, CITY MANAGER
FROM:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	INTERLOCAL FUNDING AGREEMENT WITH ST. LUCIE COUNTY FOR HOMELESS SERVICES FOR FISCAL YEAR 2025
CAO RLS FILE:	RLS 25-197
DATE:	JULY 21, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Fiscal Year 2025 Interlocal Funding Agreement between the City of Fort Pierce and St. Lucie County for Homeless Services (the "Agreement"). I have made suggested changes to the Agreement. It has been uploaded in Track Changes and Clean Copy versions. The Clean Copy is approved as to form and correctness.

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

Thank you.
SH

FISCAL YEAR 2025 INTERLOCAL FUNDING AGREEMENT
BY AND BETWEEN ST. LUCIE COUNTY, FLORIDA AND THE CITY OF FORT PIERCE FOR HOMELESS SERVICES

This Fiscal Year 2025 Interlocal Agreement ("Agreement") is entered into this ___ day of _____, 2025, by and between the CITY OF FORT PIERCE, a Florida municipal corporation ("City") and ST. LUCIE COUNTY, a political subdivision of the State of Florida ("County").

RECITALS

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

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

WHEREAS, on September 17, 2024, the County amended its grant agreement with the TCHSC to reflect additional eligible activities and extend the term to the Housing Hub Grant Agreement (Attachment "C"); and

WHEREAS, on January 21, 2025, the City and County entered into a First Amendment to the 2024 Interlocal Funding Agreement to amend the 2024 Interlocal Funding Agreement to reflect the changes made to the County's grant agreement with TCHSC, particularly to support the Housing Hub and TCHSC's expansion of services to women; and

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

WHEREAS, the County is seeking financial contributions in support of the Treasure Coast Homeless Services Council, Inc. (TCHSC), a non-profit organization, to fund staffing and operational costs at the Housing Hub (a 24-bed shelter for adult men and women) and associated services; and

WHEREAS, the City desires to contribute funds to support TCHSC's Housing Hub for Fiscal Year 2025; and

WHEREAS, the County acknowledges the importance of these services and agrees to accept the City's funds for the purposes and mutual advantages outlined herein.

NOW, THEREFORE, in consideration of the foregoing and mutual benefits to be derived from the cooperation of the parties regarding homeless services, the parties agree as follows:

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

2. **City Responsibilities.** The City agrees to provide the County with the sum of One Hundred Twenty-Five Thousand Dollars ($125,000) to be remitted to TCHSC to fund homeless initiatives in the Fiscal Year 2025. Payment shall be remitted by the City to the County within thirty (30) days of the effective date of this Agreement.

3. **County Responsibilities:** The County shall remit the funds received from the City to TCHSC on a cost-reimbursement basis and provide the City with the quarterly reporting submitted by TCHSC. The County will reimburse the City for any portion of funds not used in accordance with this Agreement within thirty (30) days of a written request from the City following audit findings or other determination. Funds are to be used exclusively for the eligible activities herein incorporated as Exhibit A.

4. **Term; Termination** This Agreement shall commence on the effective date set forth in paragraph 11 below and shall remain in effect until September 30, 2025 or until the City's funding has been fully expended, whichever occurs later. Funds provided under this Agreement may be used to reimburse eligible costs incurred by TCHSC on or after October 1, 2024 and by September 30, 2025, at the latest. This Agreement may be terminated upon mutual agreement of the parties, except in the event of a breach of any provision herein, in which case the non-breaching party may terminate this Agreement upon thirty (30) days' written notice to the other party.

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

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

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

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

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

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

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

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

(Remainder of this page left blank)

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

ATTEST:

_____
DEPUTY CLERK

ST. LUCIE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

BY: _____
JAIME LEE FOWLER, CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
COUNTY ATTORNEY

ATTEST:

_____
CITY CLERK

CITY OF FORT PIERCE, FLORIDA

BY: _____
LINDA HUDSON, MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
SARA HEDGES, CITY ATTORNEY

C24-01-266

Attachment A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Recipient is adjudged bankrupt or insolvent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

Vera Smith
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: Cathy Townsend
CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

Asst
COUNTY ATTORNEY

WITNESSES:

Bruce Cady

Martie Halloran

TREASURE COAST HOMELESS SERVICES COUNCIL, INC.

BY:

NAME: Rayme L. Nuckles

TITLE: Executive Director - Visionary Leader

EXHIBIT A: SCOPE OF AWARD

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

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

EXHIBIT B: REPORTING REQUIREMENTS

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

FINANCIAL ACTIVITY REPORTING WOMEN'S SHELTER
Treasure Coast Homeless Services Council
TCHSC Contract # XXXXXXX General Revenue Funds

RECIPIENT: Treasure Coast Homeless Services Council
FINANCIAL REPORTING Housing Hub

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

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

Name and Title (please type) Authorized Signature

Rayme Nuckles, Executive Director

DATE: _____

Attachment B - Outcome Report for St. Lucie County

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

Attachment C - Residential Demographic Report *

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

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

Attachment D - HMIS Database Access

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

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

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

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jeff M Schlitt

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C24-05-462

Attachment B

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

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 7 day of May, 2024, by and between the CITY OF FORT PIERCE, a Florida municipal corporation, (hereinafter "City") and ST. LUCIE COUNTY, a political subdivision of the State of Florida (hereinafter "County").

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Remainder of this page left blank)

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

ATTEST:

Vera Smith
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: Cathy Townsend
CATHY TOWNSEND, CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
COUNTY ATTORNEY

ATTEST:

Linda W. Cox
CITY CLERK

CITY OF FORT PIERCE, FLORIDA

BY: Linda Hudson
LINDA HUDSON, MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
SARA HEDGES, CITY ATTORNEY

FINANCIAL ACTIVITY REPORTING WOMEN'S SHELTER

Treasure Coast Homeless Services Council

TCHSC Contract # XXXXXXX General Revenue Funds

RECIPIENT: Treasure Coast Homeless Services Council
FINANCIAL REPORTING Housing Hub

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

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

Name and Title (please type) Authorized Signature

Rayme Nuckles, Executive Director

DATE:

Attachment B - Outcome Report for St. Lucie County

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

Attachment C - Residential Demographic Report *

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

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

Attachment D - HMIS Database Access

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

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

Attachment C

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Program Guidelines:

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

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

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

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

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

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

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

ATTEST:

Lisa Smith
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: Cathy Townsend
CHAIR

APPROVED AS TO FORM AND
CORRECTNESS:

COUNTY ATTORNEY

WITNESSES:

Mick Southard

Bruce Cady

TREASURE COAST HOMELESS
SERVICES COUNCIL, INC.

BY:

NAME: Rayme L. Nuckles

TITLE: Executive Director - Visionary Leader

EXHIBIT A: ELIGIBLE ACTIVITIES

1. **Shelter Operational Costs**
   Key cost areas generally encompass staffing, utilities, facility maintenance, security, food and supplies, transportation, and program administration. Staffing costs involve salaries, benefits, and training for shelter employees, including case managers, security personnel, and administrative support. Utilities cover electricity, water, and internet, necessary for providing a safe and comfortable environment. Maintenance costs include repairs, cleaning, and pest control to ensure a habitable facility. Security measures, including surveillance and safety personnel, are also essential for the protection of residents and staff. Food, bedding, and hygiene supplies are ongoing expenses to meet residents' basic needs. Transportation expenses may apply if the shelter provides services to connect residents with community resources. Lastly, program administration costs cover licensing, insurance, and reporting to meet regulatory and grant requirements. Items requested for reimbursement that do not fit within the description above will be evaluated for eligibility on a case-by-case basis. TCHSC is encouraged to seek pre-authorization for such items.

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

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

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

5. **Move-In Rental Assistance Payments for Housing Hub Program Participants**
   Due to increased demand and successful program exits, TCHSC will utilize funds to cover move-in rental assistance payments. Assistance includes the first month's rent, security deposit, and (if essential for stability) second month's rent. Payments will be made directly to landlords and utility providers, with proper documentation provided.
   Program Guidelines:
   Participants must be current program participants of the Housing Hub Program (Men's Shelter and Women's Shelter). Participants must be literally homeless (Category 1) and have an income at or below 50% Area Median Income. Financial assistance will help households move into rental properties in St. Lucie County. Monthly rent must not exceed Fair Market Rent as defined by HUD. Documentation will include leases, proof of payment, and client eligibility paperwork.

TCHSC

Treasure Coast Homeless Services Council

Connect Collaborate Cultivate

2024 Annual REPORT

FL-509 Continuum of Care
Indian River, St. Lucie, &
Martin Counties





TREASURE COAST HOMELESS SERVICES COUNCIL

2525 ST. LUCIE AVE

VERO BEACH, FL 32960

VISIONARY LEADER

RAYME L. NUCKLES

772-213-9040

office@tchelpspot.org

www.tchelpspot.org

The Treasure Coast Homeless Services Council is the lead agency for the FL-509 Continuum of Care on Florida's Treasure Coast. This Annual Report provides a summary of both agency and CoC-wide accomplishments throughout the year of 2024.

A message from the Board Chair

As we reflect on 2024 and look ahead to 2025, our commitment to preventing and ending homelessness on Florida's Treasure Coast remains stronger than ever. This past year brought growth and transformation for our Continuum of Care. We have expanded programs, strengthened partnerships, and refined service delivery methods to better meet the needs of those we serve.

We are deeply grateful for the unwavering support of our community partners, donors, board members, staff, and volunteers who believe in our mission. Thanks to your dedication, the Continuum of Care (CoC) assisted 11,455 households in 2024, providing more than $4.4 million in critical programs and services. Across the Treasure Coast, we delivered over 100,000 essential services, nearly 20,000 more than the previous year!

Housing is so much more than just four walls and a roof, it represents safety, dignity, stability, and opportunity. For those we serve, it means a chance to access vital supportive services that improve their health, career prospects, financial security, and personal well-being.

None of this would be possible without you. Whether you are a donor, a community partner, a dedicated board member, a staff member, or a volunteer, your contributions make a lasting impact. Thank you for being part of this journey as we continue to create real solutions and lasting change in 2025 and beyond.

Diana Grossi
Board Chair

A message from the Visionary Leader

2024 was a great year for focusing on programs, procedures, and both internal and external growth. In 2025, Treasure Coast Homeless Services Council will work harder than ever to leverage data, strengthen collaborations, and drive systemic change that creates long-term solutions for our most vulnerable populations.

Our vision for the future is bold, we aim to be a data-driven leader, working alongside our partner agencies to address the root causes of homelessness. By harnessing predictive analytics and real-time data, we will move beyond reactive solutions and proactively prevent homelessness before it occurs. This requires continued investment in a robust data infrastructure and deeper collaborations with local municipalities and social service agencies across the Continuum of Care. Every partner agency is instrumental to the success of this mission.

In 2025, we are embarking on a new era of impact. As part of our transformation, we are actively repositioning, rebranding, and redefining our role in the community. These changes reflect our unwavering commitment to a truly collaborative Treasure Coast, where homelessness is addressed through innovative strategies, housing-first principles, and a deep understanding of the social determinants of health.

As the visionary leader of the lead agency for the Continuum of Care, I am committed to transparency, collaboration, and progress. I believe this data-driven, client-centered approach will empower our community to be more effective than ever. Together, as a community, we are cultivating change with continued progress while reducing homelessness on the Treasure Coast.

Rayme L. Nuckles
Visionary Leader

The mission of the Treasure Coast Homeless Services Council is to prevent and end homelessness on the Treasure Coast and to assure that if homelessness happens, it is brief and non-recurring.

2024 Board of Directors

Executive Committee

Diana Grossi	**Todd Heckman**	**Michelle Miller**	**Jeff Francisco**
Board Chair	Vice Chair	Secretary	Treasurer

At-Large Board

Catherine Sala
Cindy Emerson
Dan Ramos
Deana Shatley
Kylee Fuhr
Marty Mercado
Matt Tanner
Sabrina Barnes
Stacy Malinowski
Vicki Soule

Thanks to past members

Julianne Price
William Wims
Linda Kane
Jennifer Hance

IN LOVING MEMORY



Diana Grossi
2024 Board Chair



Rayme L. Nuckles
MHS, MPS, SPHM
Visionary Leader
since 2022



William Wims
Executive Director
New Horizons TC

Generosity in Action

Richard wanted to make a meaningful impact around the holiday season, choosing to donate his vehicle to a Veteran in need. His generosity, combined with the dedication of HUD-VASH social worker Jaqueline and SSVF case manager Evie, ensured that his gift found the perfect match - **Lorinda**, a Veteran who had recently suffered a stroke and lost her vehicle.

For Lorinda, this donation was life-changing. Reliable transportation means access to medical appointments, groceries, employment opportunities, and a renewed sense of independence. It represents more than just a car, it's a fresh start and a step toward stability. Stories like this highlight the power of community support and collaboration in making a difference. Thank you, Richard, for your kindness, and to Jaqueline and Evie for ensuring that Veterans receive the support they deserve.

Lorinda shared: "It's a Christmas blessing and so much more. On June 1st I was put into a home with my 4 sons after being homeless since the beginning of 2024. I want to let everyone know that SSVF has moved mountains, stopped tsunamis, and stood strong for me and my 4 sons. I have never seen so much compassion in the world as I have since working with Mrs. Evie and her team and Jax and her team as well. Then along came Mr. Allen with this car donation and I screamed and cried tears of joy, had thoughts of unimaginable miracles and seeing there are still people in the world that care to help when others are in need. I'm speechless still right now. I don't know how to stop saying THANK YOU. I want other Veterans to know there are hearts out in the world that beat and truly care about us. Happy Holidays to everyone."

Acts of kindness like Richard's remind us of the power of connection and compassion.



From left to right:
HUD VASH Social Worker Jacqueline Grecko, Veteran Lorinda Walker, Donor Richard Allen, and SSVF Case Manager Eveond McCann

Programs and

Community Information System: Tracks data on people experiencing homelessness, helping communities understand the scope of the issue and measure the effectiveness of programs.

Homeless Prevention: Provides resources and assistance to individuals and families at risk of losing their housing, helping them stay stable.

Rapid Re-Housing: Offers short-term financial and supportive services to quickly transition people experiencing homelessness back into permanent housing.

Supportive Services for Veteran Families: Connects veterans and their families experiencing homelessness with essential services like case management, employment assistance, and healthcare navigation to help them achieve long-term stability.

Permanent Supportive Housing: Combines affordable housing units with ongoing support services, addressing the needs of individuals and families experiencing chronic homelessness and disabling conditions.

Affordable Rental Housing: Increases the availability of housing units that are affordable for low-income renters, providing more options to prevent and end homelessness.

Eviction Diversion: Offers financial assistance, mediation, or legal aid to help tenants at risk of eviction avoid losing their homes and maintain housing stability.

Services

Reunification of Families: Works to reunite children in foster care or shelters with their families, promoting family stability and well-being.

Vulnerable Population Diversion: Identifies and steers individuals with complex needs (like mental illness or disability) away from homelessness and into appropriate support services.

Legal Services for Individuals & Families: Provides legal representation or advice on housing issues like eviction prevention or fair housing rights, helping people navigate the legal system to secure or retain housing.

Rapid Resolution Respite: Offers temporary housing and support services to individuals recently discharged from hospitals who lack stable housing, preventing them from returning to homelessness.

St. Lucie Housing Hub/Adam's Place (Men and Women's Shelter): Provides emergency shelter, meals, basic necessities, and more for unaccompanied homeless individuals in St. Lucie County, offering a safe place to stay while they connect with resources.

Housing Navigation: Connects individuals and families experiencing homelessness with appropriate housing options and guides them through the application process.

Health Care Navigation: Assists individuals and families experiencing homelessness in accessing healthcare services and resources, promoting their overall well-being.

In 2024 We Focused On

- **Program Expansion**
- **Increased Services Across Tri-County region by 19%**
- **Leading the Community on Housing First Principles**
- **Expanding Shared Housing Principles**
- **Focusing on Supporting Social Determinants of Health**
- **Increasing Supportive Services in all Three Counties**
- **Increased Services Focused on Elderly**
- **Increased Services Focused on Marginalized Communities**
- **Created Women's Shelter in St. Lucie County**
- **Increased Services for Veterans Facing Homelessness**
- **Rapid Resolution and Rapid Re-Housing Efforts**

"At the end of life we will not be judged by how many diplomas we have received, how much money we have made, how many great things we have done. We will be judged by 'I was hungry, and you gave me something to eat, I was naked and you clothed me. I was homeless, and you took me in.'"

- Mother Theresa

HOUSING FIRST



"Every number represents a life—a person with hopes, challenges, and a story to tell. It's essential that we see beyond the statistics and recognize that those experiencing homelessness are our neighbors, our friends, and members of our community who deserve support and dignity."

- Leigh Anne Uribe, *Director of Programs*

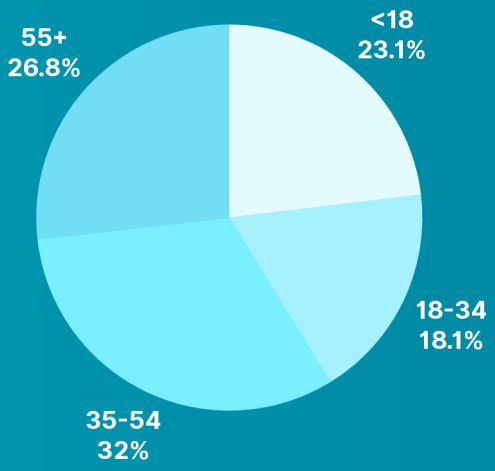


Point-In-Time

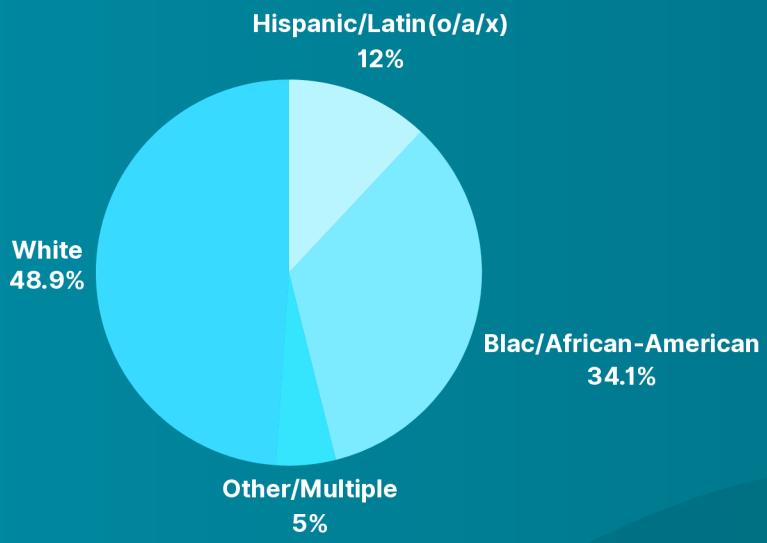
The annual Point-in-Time (PIT) conducted on one of the last 10 days in January, for a 24-hour period across the tri-county region of Indian River, St. Lucie, and Martin Counties. During that time, staff, volunteers, and community collaborators joined together to identify individuals experiencing literal homelessness, both sheltered and unsheltered.

In 2024, the count was held on January 25th and showed a total of 701 literally homeless individuals (529 adults and 172 children), showing a 24% decrease from the pervious year.

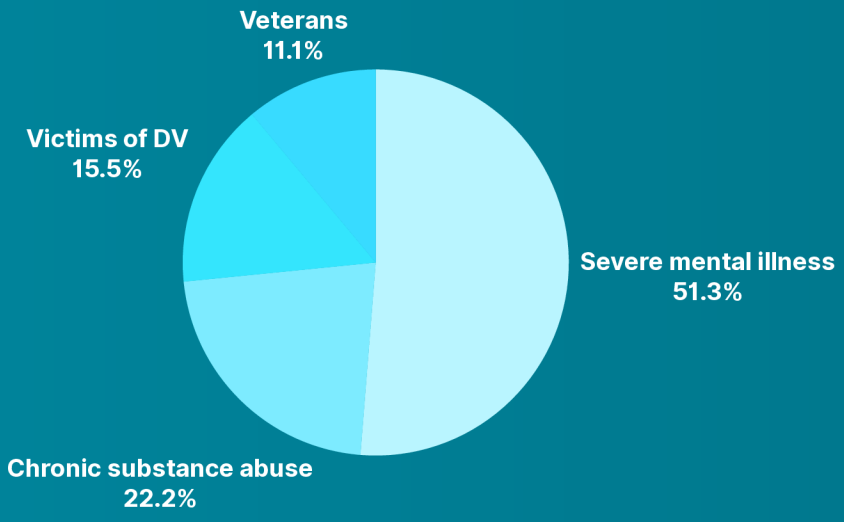
BY AGE



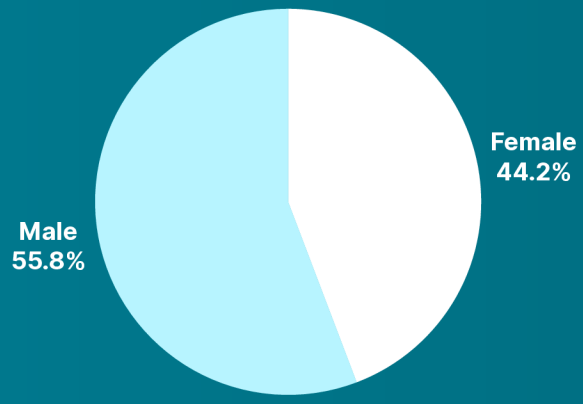
BY RACE/ETHNICITY



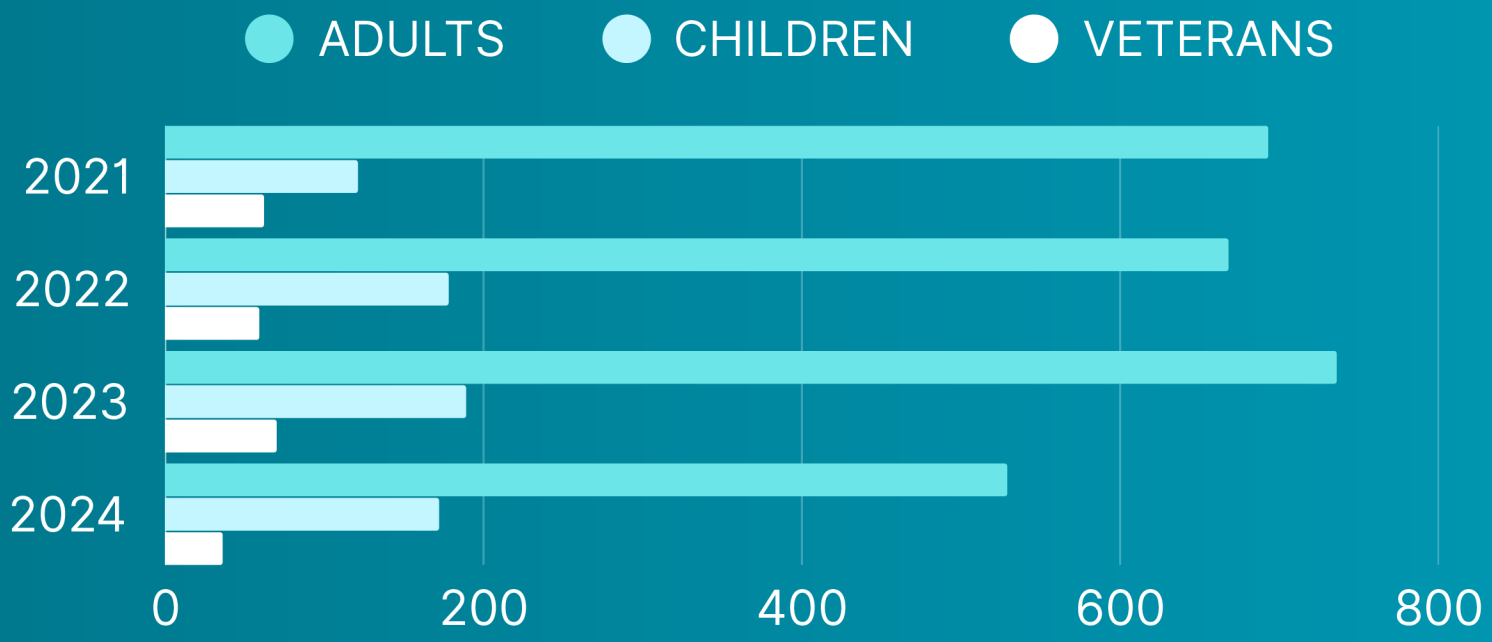
OTHER POPULATIONS REPORTED



BY GENDER



PIT data through the years



The data shows an overall decrease in homelessness, with a striking difference for our Veteran populations. With increased Veteran services, we have reduced literal homelessness for Veteran populations.



REVIEW FULL PIT DATA HERE

LEARN MORE:
WWW.TCHELPSPOT.ORG/POINT-IN-TIME/

2024 POINT IN TIME REPORT

Your COC

7,152 Children Served

855 Veterans Served

63% Black, Indigenous, and People of Color Served

529 Served Through Shelters

TCH

Connect Collab

Treasure Coast Home



INDIAN RIVER

35,049 services provided to 4,314 households.

ST. L

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At Work

- **65+** Partner Organizations
- **2,335** Prescreens
- **103,667** Services Provided
- **24,239** Individuals Served



UCIE

49
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10
holds.

MARTIN

17,469 services provided to 2,032 households.

Top Five Services Provided Per County By Value

INDIAN RIVER COUNTY	TOTAL VALUE	INDIVIDUALS SERVED
HOUSING RELATED	$1,827,291.03	1,677
UTILITIES	$295,932.32	2,905
CASE MANAGEMENT	$229,926.73	4,775
HEALTH	$183,552.49	1,698
FOOD	$9,935.44	5,818

ST. LUCIE COUNTY	TOTAL VALUE	INDIVIDUALS SERVED
HOUSING RELATED	$1,494,254.69	609
UTILITIES	$199,953.13	1,161
CASE MANAGEMENT	$97,206.05	9,205
HEALTH	$43,364.69	4,101
FOOD	$56,808.1	7,332

MARTIN COUNTY	TOTAL VALUE	INDIVIDUALS SERVED
HOUSING RELATED	$385,250.39	270
UTILITIES	$82,567.96	473
CASE MANAGEMENT	$34,151.30	3,142
HEALTH	$31,524.79	784
FOOD	$24,489.74	2,308

The CoC reported a 19% increase in service delivery in 2024, logging 18,840 more service entries than in 2023.

Permanent Supportive Housing

Permanent Supportive Housing (PSH) is designed for people experiencing chronic homelessness to support long-term housing stability and improve overall well being. PSH uses a **housing first** model where clients are assessed and placed on a prioritization list based on the severity of need, not on their "readiness for housing". PSH is tenant based rental assistance. The client can live in any available housing unit in the community that can pass housing quality inspection and is rent reasonable.

COUNTY	AWARD	CLIENTS HOUSED
INDIAN RIVER	$1,181,964	137
ST. LUCIE	$445,740	47
MARTIN	$264,480	36
TOTAL	**$1,892,184**	**220**

2024-2025 Fair Market Rent (FMR)

Final FY 2025 & Final FY 2024 FMRs By Unit Bedrooms

INDIAN RIVER COUNTY					
YEAR	**0 BED**	**1 BED**	**2 BED**	**3 BED**	**4 BED**
FY 2025 FMR	**$1,239**	**$1,246**	**$1,567**	**$1,948**	**$2,601**
FY 2024 FMR	**$991**	**$1,195**	**$1,462**	**$1,844**	**$2,481**

ST. LUCIE & MARTIN COUNTY					
YEAR	**0 BED**	**1 BED**	**2 BED**	**3 BED**	**4 BED**
FY 2025 FMR	**$1,311**	**$1,363**	**$1,624**	**$2,259**	**$2,457**
FY 2024 FMR	**$1,278**	**$1,286**	**$1,573**	**$2,175**	**$2,433**

2024 CONNECT COLLABORATE CULTIVATE

The CoC received additional program funding through the HUD NOFO competition, allowing for the creation of new projects. This includes an expanded collaboration with SafeSpace for a rapid rehousing program aiding those fleeing domestic violence situations.



The community has come together in the form of special committees to create positive change. The HMIS Committee revamped HMIS procedures and trained more users in the system than ever before. The system has been improved to better support the data collection, evaluation, and reporting of vital programs.



This year, the St. Lucie Housing Hub / Adam's Place in Fort Pierce increased service delivery to include adult women. Expanding services to nearly 100 individuals in need in St. Lucie County.

A disastrous hurricane hit Florida on October 9th, bringing a series of tornadoes that ripped through the Treasure Coast region, leaving destruction in their path. The CoC acted immediately, with service providers jumping into relief efforts and alleviating the burdens caused to struggling local families.

IMPACT



"Before you ignore another homeless person on the street, just remember that could be someone's father or someone's mother and **they have a story.**"
- Syesha Mercado

523 people were housed across the tri-county region by TCHSC through Permanent Supportive Housing, Rapid Rehousing, and Shelter moves into Permanent Housing.

Increased services provided in **Indian River County** by **47%**
Increased services provided in **St. Lucie County** **13%**
Increased services provided in **Martin County** **10%**
Increased support to **BIPOC** by **10%**
Increased support to **Children** by **31%**
Increased support to **Veterans** by **28%**

TCHSC provided **11,587** services to **2,339** individuals, including **145** Veterans.



WHEN CRISIS CALLS COMMUNITY ANSWERS

On Wednesday, October 9th, 2024, the Treasure Coast was shaken by Hurricane Milton, a devastating storm that sent destructive tornadoes through our region. Lives were lost, homes were destroyed, and countless individuals were displaced. The storm's impact was especially harsh on our most vulnerable populations. But amid the devastation, our community rose - together.

Multi Agency Resource Centers (MARC) were initiated in each county to respond to the emergency needs. TCHSC joined forces with county agencies, emergency responders, and nonprofit partners to respond swiftly and compassionately. Every effort was made to ensure that no one was left behind.

TCHSC activated its Emergency Weather Plan, transferring shelter residents to county emergency shelters and our team continued to provide daily outreach at emergency shelters to connect individuals with housing options.

TCHSC provided hundreds of homeless prevention services across the tri-county, ranging from rental support and SNAP enrollment to medical services and SOAR assistance. Additional support included FEMA-trained case managers, disaster technical assistance from HUD, and daily delivery of water and meals ready-to-eat (MREs).

Further, due to generous financial support from the United Way of Indian River County we were able to house even more families displaced by this storm. In neighborhoods like Lakewood Park, where storm damage and lack of power made living conditions unsafe, TCHSC worked directly with landlords to secure emergency relocations and uphold standards of safe, hygienic housing.

Even in the face of crisis, collaboration, compassion, and commitment remained at the heart of our response. **Together, we moved forward—stronger, united, and with renewed purpose to build a more resilient Treasure Coast for all.**

THE IMPACT OF VOLUNTEERISM

Volunteers are the heartbeat of every successful nonprofit. Their time, energy, and commitment make it possible to stretch limited resources further and deliver greater impact across our communities. At TCHSC, volunteers play a vital role in our mission. Each year, they help conduct the Point-in-Time Count, and support ongoing projects that keep our housing units safe, welcoming, and dignified—from landscaping and maintenance to beautification.

Their hands-on efforts help create environments that foster stability and pride for the individuals we serve.

In October 2024, we were honored to be selected by United Way of Indian River County to participate in their Day of Caring. A group of dedicated volunteers came together to give one of storm-worn housing units a much-needed fresh coat of paint, helping us maintain a sense of home, care, and dignity for our residents. We are deeply grateful for their time and generosity.

TCHSC is proud to partner with volunteers who help bring our mission to life. Their impact is lasting—and their presence, invaluable.







Photos by Eric Hasert - TCPalm

Financial Summary

"Treasure Coast Homeless Services Council (TCHSC) is committed to responsible financial management and transparency. We strive to utilize all contributions effectively to maximize our impact in ending homelessness. In 2023, we spent 93% of revenue on programs, 6.6% on administration, and .34% on fundraising. 2024 audit information will be included in the next annual report. A detailed breakdown of our income and expenditures is available upon request, demonstrating our commitment to financial accountability and responsible stewardship of your support.

Condensed Audit Information

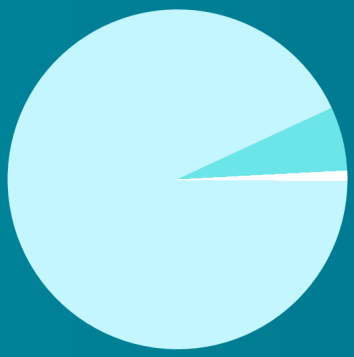
For the 12-month period ending December 31, 2024.

ASSETS	
Cash and Cash Equivilents	$1,637,046
Accounts Receivable	$831,853
Other Current Assets	$88,595
Property and Equipment	$2,323,303
Other Assets	$585,719
TOTAL ASSETS	**$5,466,516**

LIABILITIES AND NET ASSETS	
Liabilities	
Accounts Payable	$15,599
Deferred Revenue	$110,567
Other Liabilities	$151,843
TOTAL LIABILITIES	**$278,009**
Assets	
Without Donor Restrictions	$2,700,573
With Donor Restrictions	$2,207,362
TOTAL NET ASSETS	$4,907,935
TOTAL LIABILITIES AND NET ASSETS	**$5,466,516**

EXPENSE

Programs | 93%
Administration | 6.6%
Fundraising | 0.34%



REVENUE

Government Grants | 74.2%
Rental Income | 14.3%
Individual/Grants (Non-Govt) | 11.5%



THANK YOU

TO OUR 2024 SUPPORTERS

$750,000+
U.S. Dept of Housing & Urban Development
U.S. Department of Veteran Affairs
FL Department of Children and Families
St. Lucie County BOCC

$500,000+
City of Port St. Lucie
U.S. Department of Labor

$250,000+
Indian River Hospital District
United Way of Indian River County

$100,000+
City of Fort Pierce
Indian River County BOCC
St. Lucie County Housing Finance Authority
The Cigna Group Foundation

$50,000+
Bernard A. Egan Foundation
John's Island Community Service League

$25,000+
Martin County BOCC
Community Church of Vero Beach

$5,000+
Camp Younts

$1,000+
Schlitt Services
Timothy & Emily Essaye

Special Shout-out!

A heartfelt thank you to William and Estelle Turney for their unwavering support and dedication to ending homelessness on the Treasure Coast. As valued philanthropists and changemakers, their generosity is making a lasting impact on the lives of those in need.



A note to our donors:

Thank you! Your generosity fuels our mission and empowers thousands each year. With your support, we provide vital services that break the cycle of homelessness and cultivate self-sufficiency. Thank you for partnering with TCHSC in creating a brighter future for the Treasure Coast.

Because of you, lives are changed.

IF YOUR NAME IS MISSING OR NOT LISTED CORRECTLY, PLEASE REACH OUT TO MEDIA@TCHELPSPOT.ORG

A commitment to the future

DONATE BY MAIL
2525 St. Lucie Ave
Vero Beach, FL 32960

DONATE ONLINE
www.tchelpspot.org/donate/

RECURRING GIVING
The gift that keeps on giving, consider setting up monthly, quarterly, or annually reccurring donations.

DONATING STOCK
Donating appreciated stocks, bonds, or mutual funds offers a tax deduction for the full market value of the security.

DONATE HOUSING
Donating a house, land, or commercial property can make a significant impact.

LEAVE A LEGACY
Leave a lasting legacy through planned giving options including retirement and final estate planning.

DONOR ADVISED FUNDS
Streamline your giving and maximize your impact through a Donor-Advised Fund

TOGETHER WE ARE THE CHANGE

DONATE to TCHSC

JOIN the COC



FL-509 Continuum of Care

211 Palm Beach/Treasure Coast, Inc.
Area Agency on Aging
Career Source Research Coast
Children's Home Society, Inc.
Christ by the Sea United Methodist Church
City of Ft. Pierce Housing Authority
City of Ft. Pierce Police Department
City of Ft. Pierce Planning Dept.
City of Ft. Pierce Grants Administration Division
City of Port St Lucie
City of Sebastian
City of Fellsmere
Coalition for Attainable Homes
Community Church of Vero Beach
Council on Aging - Martin County
Department of Health - Indian River County
Department of Health - St. Lucie County
Early Learning Coalition (ELC) of St. Lucie County
ELC of Indian River, Martin and Okeechobee
Economic Opportunities Council - IRC
Family Promise
First Presbyterian Church - Vero Beach
Florida Department of Children and Families
Florida Department of Health
Fellsmere Community Enrichment Program, Inc.
Gifford Legal Services
GraceWay Village
Habitat for Humanity, IRC & SLC
HANDS of St. Lucie County
Holy Cross Catholic Church - Vero Beach
Hope for Families Center, Inc.
House of Hope, Inc.
Indian River County Health and Human Services
Indian River County School District
Indian River County Sheriff's Department
Indian River County Veteran Services
Indian River County Housing Services Division
Indiantown Nonprofit Housing
LifeBuilders
Love and Hope in Action
Loaves and Fishes
Martin County School District
Martin County Sherriff's Office
Martin County Veteran Services
Martin County Health and Human Services
Mental Health Association of Indian River
Mental Health Collaborative of IRC
Mary's Home
MISS, Inc.
Mustard Seed Ministries, Inc.
New Horizons of the Treasure Coast, Inc.
Project LIFT
Public Defender, 19th Circuit Court
RiteLife Services
Roseland United Methodist Church - Sebastian
Salvation Army of Indian River County
Salvation Army of St. Lucie, Martin, and Okeechobee County
Samaritan Center of Vero Beach
Sarah's Kitchen - St. Lucie County
Southeast Florida Behavioral Health Network
St. Augustine of Canterbury
St. Helen Catholic Church - Vero Beach
St. Lucie County Community Services
St. Lucie County Health and Human Services
St. Lucie County School District
St. Lucie County Veteran Services
St. Vincent de Paul - St. Lucie County
Stuart Housing Authority
SafeSpace
Substance Awareness Center of IRC
Team Success
Tent City Helpers
Treasure Coast Community Health
Tunnel to Towers Foundation
Tykes & Teens
U.S. Department of Veteran Affairs
United Against Poverty of St. Lucie County
United Against Poverty of Indian River County
United Way of Indian River County
United Way of Saint Lucie County
Veterans Council of Indian River County
Whole Health Family Center

This list may not be representative of all partnering agencies. If you feel your agency has not been included, please contact us to ensure inclusion in the full annual report - cocadmin@tchelpspot.org













TCHSC

Treasure Coast Homeless Services Council

Connect Collaborate Cultivate

2525 St. Lucie Ave,
Vero Beach FL 32960
www.tchelpspot.org

SEAL OF TRANSPARENCY PLATINUM GUIDESTAR

CHARITY NAVIGATOR ★★★★ Four Star Charity

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

Meeting Date: 08/18/2025

Re: State of Florida Division of Emergency Management Statewide Mutual Aid Agreement

Submitted For: Robert Ridle, Acting Chief of Police, Police Department

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SUBJECT:

Approval of Statewide Mutual Aid Agreement with the State of Florida, Division of Emergency Management (FDEM).

SUMMARY:

The City of Fort Pierce last signed a Statewide Mutual Aid agreement with the State of Florida, Division of Emergency Management in 2020. The State is requesting that all parties review and approve the updated agreement. This agreement will provide a structured document for assistance to the City if needed during a "major disaster" or "catastrophic disaster" as defined in Section 252.34, Florida Statutes, minor disasters, and other such emergencies as lawfully determined by a participating party. It also provides for the City to offer assistance to other agencies in need throughout the State when requested. The agreement affords a method for reimbursement of expenses for aid provided or received.

Attachment "B" - (COD Amendment) to the Statewide Mutual Aid Agreement was requested by Chasity Brown, from the Florida Division of Emergency Management, as a measure to provide the State assistance to assure that all City Departments are included in the Mutual Aid agreement, in order for timely reimbursement to the City for any mutual aid services provided at the request of the State during an emergency. The referenced City of Fort Pierce Amendment (Attachment "B") does not alter any part of the Mutual Aid Agreement, and provides further protection to the City to guarantee reimbursement. The Mutual Aid Agreement will remain in effect for one (1) year from its date of execution and will automatically renew unless notice is given sixty (60) days prior to the agreement's renewal date. This agreement has been reviewed and "Approved As To Form" by the Assistant City Attorney, Felecia Holloman.

As such, staff hereby recommends Commission approval of the referenced Statewide Mutual Aid Agreement with the State of Florida, Division of Emergency Management, as detailed herein.

RECOMMENDATION:

Staff recommends approval of the revised Statewide Mutual Aid Agreement with the State of Florida, Division of Emergency Management (FDEM). The State of Florida has updated the agreement and is requesting all parties to execute the new agreement.

ALTERNATIVES:

The City of Fort Pierce does not enter into the agreement.

RESPONSIBLE STAFF:

Robert Ridle, Acting Chief of Police
Caleb Gillette, Acting Deputy Chief of Police

COORDINATED WITH:

Coordination between City Attorney's Office and Police Department.

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2025

OTHER INFORMATION:

The agreement affords a method for reimbursement of expenses for aid provided or received

Attachments

2023 FDEM MOU
FDEM MOU CAO Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/25/2025 11:40 AM

Form Started By: Caleb Gillette
Started On: 07/24/2025 10:37 AM
Final Approval Date: 07/25/2025

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.

C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.

D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.

F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Florida Division of Emergency Management.

C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.

D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.

E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.

F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.

G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes.*

H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.

I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.

K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.

L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.

M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.

N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.

O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.

P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the

Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site[1].

A. A description of the Mission to be performed by the Assisting Party;

B. A description of the resources and capabilities needed to complete the Mission successfully;

C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;

D. A description of the health, safety, and working conditions expected for deploying personnel;

E. Lodging and meal availability;

F. Any logistical requirements;

G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;

H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site.

[1] FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D

A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;

E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and

F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.

B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the Division approved documents SharePoint site as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;

B. Copy of a current and valid Internal Revenue Service W-9 Form;

C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;

D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);

E. Official payroll and travel reimbursement records for all claimed personnel expenses;

F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;

G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;

H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance

I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);

J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;

K. Justification for equipment repair expenses; and

L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.

B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .

C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.

E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,

regardless of whether such costs are billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.

F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required FDEM forms for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

By: _____

Clerk or Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

ATTEST:
CITY CLERK

By: _____

Title: _____

CITY OF _____
STATE OF FLORIDA

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____
COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____
COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF_____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF_____
UNIVERISTY,
STATE OF FLORIDA

By: _____

Clerk

By:
_____
Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF_____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

By: _____

Council Clerk

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____
COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on_____.

BY: _____

TITLE: _____

DATE: _____

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT
Encompassed Entities

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management ("the Division") which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: CALEB GILLETTE, ACTING DEPUTY CHIEF, POLICE DEPARTMENT, ADMINISTRATIVE BUREAU

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT STATEWIDE MUTUAL AID AGREEMENT 2023

CAO RLS FILE: 25-208

DATE: JULY 18, 2025

I have reviewed the request for legal services related to mutual aid agreement between the Florida Division of Emergency Management (FDEM) and the Police Department. Per our discussions, FDEM was contacted and confirmed the 2023 mutual aid agreement produced by their office is the most up to date version of the agreement. Although it is believed the agreement was signed by the previous City Manager, it is appropriate for a new agreement to be presented to the Commission and signed by the Mayor. The PDF agreement has been reviewed and is approved as to form and correctness.

A summary of the requirements of this agreement include:

1. Article II,III IV: A "Participating Party" to the agreement includes FDEM, the Police Department, and any other participating agencies. Any Participating Party may request assistance of another Participating Party if it determines its own resources are inadequate to meet the needs of an emergency. FDEM will coordinate activities among the Assisting Parties. *When requested, each party shall render assistance to the extent practicable.*
2. Article III: A request for assistance may be oral, but must be followed up by a written request within five (5) days.
3. Article IV and V: *A Requesting Party shall provide information concerning its request* to the county emergency management agency, FDEM and the Assisting Party, *utilizing the Resource Support Agreement Form provided by FDEM online*. If an Assisting Party has the capacity to render assistance, the *Assisting Party shall respond to the requestor with information concerning its capabilities via the Resource Support Agreement Form* provided by FDEM.
4. Article VI: The Requesting Party must afford Assisting Parties the same powers, duties, rights, and privileges (except arrest powers unless specifically authorized) as its own emergency response personnel. The Assisting Parties will perform activities under the operational control of the Requesting Party.
    a. The Requesting Party is responsible for food, water, and shelter to the Assisting Party personnel. The Assisting Party must provide their personnel with equipment,

fuel, supplies, and technical resources to make them self-sufficient throughout the period of assistance.

   b. The Requesting Party must share frequencies and technical specifications of all communications equipment used with Assisting Parties.
   c. Assisting Party personnel must receive their usual wages from their home jurisdiction and have all immunities associated with their normal employment. Any local licensing held by an Assisting Party's personnel must be honored during assistance.

5. Article VII: After assistance has ended, an Assisting Party has 45 days to develop a reimbursement package, utilizing the Claim Summary Form on FDEM's website. If there is a dispute about an expense, any party may request binding arbitration, which must be held within 30 days. If arbitration is not chosen, then the venue of the dispute will be Leon County, Florida.
6. Article VII: This article sets out what the Assisting Party will get reimbursed for as well as any costs that must be covered by the Requesting Party. Assisting Parties must keep records to document all assistance rendered sufficient to meet audit requirements specified by FEMA.
7. Article IX: The only insurance required to be procured by Participating Parties is employment insurance to cover any employee who may be injured participating in activities under this agreement.
8. Article XI: The agreement lasts for one (1) year from the date of its execution, but automatically renews year to year unless a written intent to withdraw is received within 60 days before the renewal.
   a. FDEM may amend the agreement and send notice within five (5) days of the amendment. If a party disagrees with the amendment, they may issue a written intent to rescind the agreement.
   b. A party wishing to rescind the agreement must provide written notice at least 30 days prior to withdrawal, which must be signed by the appropriate authority and on official letterhead.
9. Note at the end of the agreement: *If the request for assistance or the assistance rendered was not made by and through FDEM, then FDEM is not liable for the costs of the assistance.* Thus, it will be important for all parties to comply with sending written requests and responses through the FDEM portal using their approved forms, and await a response from FDEM before action.

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

Thank you.

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

Meeting Date: 08/18/2025

Re: Approval of Kimley-Horn & Associates CO No. 3 (SA No. 4) - IRD Waterfront Corridor Improvements - Ref. RFQ No. 2019-027

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval of Kimley-Horn & Associates Change Order No. 3 to Specific Authorization No. 4 for an amount not to exceed $69,320.00 for the Indian River Drive Downtown Waterfront Corridor Improvements.

SUMMARY:

The recently completed design and permitting of the roadway improvement project, identified as Indian River Drive Historic Downtown Waterfront Corridor Improvements (Avenue A to Seaway Drive), received construction bids well in excess of the construction budget. As a result, staff approached the engineering consultant to implement cost-savings design alternatives while retaining the core infrastructure improvements to the Indian River Drive project limits. The project revisions include the elimination of the following: pedestrian plaza area, sidewalk banding, some on-street parking where required easements are needed, A.E. Backus reconstruction, and a westerly sidewalk reduction from 10' to 6'. In addition, modifications to the landscaping, lighting and bridge are also proposed.

As a result of the design changes, negotiations ensued with the low bidder, Ferreira Construction, providing a project construction cost savings of $3,300,000. In order to finalize the aforementioned changes, revised construction plans and specifications are required prior to construction commencement and to satisfy the requirements specified in the DEO Florida Job Growth Grant No. G0100.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Deny and contract with another consultant. This action will delay construction commencement, resulting in a possible grant forfeiture.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

City Manager
City Attorney
City Community & Economic Development
Purchasing

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 24/25
Account: 0016000-563100
Amount: $69,320.00
FISCAL IMPACT:

The $69,320.00 will be funded by the General Fund and fully reimbursed in accordance with the DEO Florida Job Growth Grant No. G0100.

Attachments

City Attorney Approval Memo
SA No. 4
CO No. 3

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/08/2025 03:52 PM
City Manager	Richard Chess	08/11/2025 03:56 PM
Form Started By: Tracy Telle		Started On: 08/06/2025 07:43 AM
Final Approval Date: 08/11/2025		

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: TRACY TELLE, ASSISTANT CITY ENGINEER, ENGINEERING

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: CO NO. 3 - SPECIFIC AUTHORIZATION NO. 4-REVIEW OF KIMLEY-HORN & ASSOCIATES, INC.

CAO RLS#: 25-225

DATE: AUGUST 4, 2025

I have reviewed the above Request for Legal Services (RLS) related to Change No. 3 pursuant to Specific Authorization #4 regarding Department of Commerce (formerly DEO) cost-reimbursement grant agreement to the City of Fort Pierce for the Indian River Drive Historic Downtown Waterfront Corridor Improvement Project. Please note the following comments:

1. The Master Agreement commenced on July 23, 2020, as a 5-year Initial Term without an option to renew and expired on July 23, 2025.
2. The First Amendment to RFQ No. 2019-027 Continuing Contract for Professional Engineering Services revised the Master Agreement as to insurance requirements and additional legal requirements *only*.
3. Change Order No 3 reflects design revisions to construction plans and specifications authorized under Specific Work Authorization No. 4. Per our conversation on 7/31/25, the Design Phase of this project is near completion, and the Department *has already authorized* commencement of the design revisions requested in Change Order No. 3. *Please note that Change Order No. 3 proposed contract expiration date October 20, 2025 is beyond the Term Period for the Master Agreement*.
4. As a reminder, pursuant to *Section 4 of the Master Agreement*, all Work Authorizations must adhere to the City's Purchasing Policy. According to *Section 4 Change Orders, of the Procurement Policy and Procedures Manual*, a change order request that increases the contract price by more than 10% or $100,000 (whichever is lower) must be submitted to the City Commission for approval. Based on this Change Order request and Change Orders No 1 and 2, that threshold appears to have been met.
5. Due to the expiration of the Master Agreement, the City has no legal coverage (terms and conditions) to enforce performance if the Contractor fails to perform as agreed. While the Department and Contractor executed a letter to extend the Master Agreement Term Period to December 31, 2025, in my opinion, the extension letter is not an effective method for amending the Term Period in a manner as prescribed by City Ordinance, City

policy, and state law. However, Change Order No. 3 is *approved as to form only* based on the following:

- **a.** Per the Department, the Contractor has begun the design revisions requested in Change Order No. 3 and discontinuing the work would not be in the best interest of the City because taking such action could subject the City to a civil suit.
- **b.** Per the Department of Commerce Agreement (Exhibit 1 to Exhibit B) and the information shared during the 7/31/25 meeting, this award is *partially funded* by ARPA dollars and consequently the City must also adhere to federal requirements, conditions, and guidelines for this Project. To ensure those requirements are met, Specific Authorization No 4 Addendum has been drafted to reflect the federal contract provisions required for projects supported by federal funds (*see the Specific Authorization No 4 Addendum attached*).
- **c.** Change Order No. 3 is within the total allowable grant funds allocated for the design phase ($1,000,000).
- **d.** The City could lose funding if the funds for the design and construction phases of this project in total are not expended by June 30, 2026.

6. Based on the comments noted above, I recommend the Department place Change Order No. 3 and Specific Authorization No 4 Addendum on the City Commission agenda as soon as practical.

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

SPECIFIC AUTHORIZATION NO. 4

CITY OF FORT PIERCE INDIAN RIVER DRIVE HISTORIC DOWNTOWN WATERFRONT CORRIDOR IMPROVEMENTS

PROFESSIONAL SERVICES

SCOPE OF SERVICES

Pursuant to the provisions contained in the "RFQ No. 2019-027 – Professional Engineering Services" between The City of Fort Pierce (hereinafter referred to as "CITY") and Kimley-Horn and Associates, Inc. (hereinafter referred to as "ENGINEER"), CITY authorizes the ENGINEER to provide services in accordance with the terms and conditions set forth in RFQ 2019-027.

The City desires to improve Indian River Drive within the historic downtown waterfront corridor between Marina Way (Avenue A) and Seaway Drive, approximately 0.45 miles. The improvements are intended to support the economic recovery and revitalization of the downtown waterfront corridor by reconstructing and expanding pedestrian access to provide safer mobility along the corridor. Beyond pedestrian facilities, the improved corridor will provide on-street parking, street lighting, landscape/hardscape and bridge improvements, hereinafter referred to as the "Project".

This Project is a City of Fort Pierce funded project.

Section 1 - Scope of Work and Schedule of Services

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

Professional consultant services are required to prepare topographic design surveys, geotechnical investigations, roadway design, structural design, landscape design and jurisdictional permitting to support the improvements identified within the Project. The scope of services are more particularly described in Exhibit "A", attached hereto and incorporated by reference herein.

Section 2 - Deliverables

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

- Preliminary Construction Documents 9 months from NTP
- Final Construction Documents 15 months from NTP
- Bid and Specification Package 18 months from NTP

SPECIFIC AUTHORIZATION NO. 4

CITY OF FORT PIERCE INDIAN RIVER DRIVE HISTORIC DOWNTOWN WATERFRONT CORRIDOR IMPROVEMENTS

PROFESSIONAL SERVICES

Section 3 - Method and Amount of Compensation

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

The budget (or fee) for the services is not to exceed $ 826,150

Section 4 - CITY's Responsibilities

CITY hereby designates City Engineer or designee as CITY's representative pursuant to Section 8 set forth in RFQ 2019-027.

Section 5 - Other Provisions

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

IN WITNESS WHEREOF, this AGREEMENT, consisting of two pages and Exhibits "A" and "B" has been fully executed on behalf of the ENGINEER by its duly authorized officer, and the CITY has the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

CITY OF FORT PIERCE, FLORIDA:

By: Linda Hudson _____ Date: 2/6/2023

Linda Hudson, Mayor

Attest: Linda W. Cox _____

Linda Cox, City Clerk

SPECIFIC AUTHORIZATION NO. 4

CITY OF FORT PIERCE INDIAN RIVER DRIVE HISTORIC DOWNTOWN WATERFRONT CORRIDOR IMPROVEMENTS

PROFESSIONAL SERVICES

KIMLEY-HORN & ASSOCIATES, INC.

By:_____ Date: 01/24/2023
Brian Good, P.E, Senior Vice President

APPROVED AS TO FORM & CORRECTNESS:

By:_____ Date: 2/6/2023
Tanya Earley, City Attorney

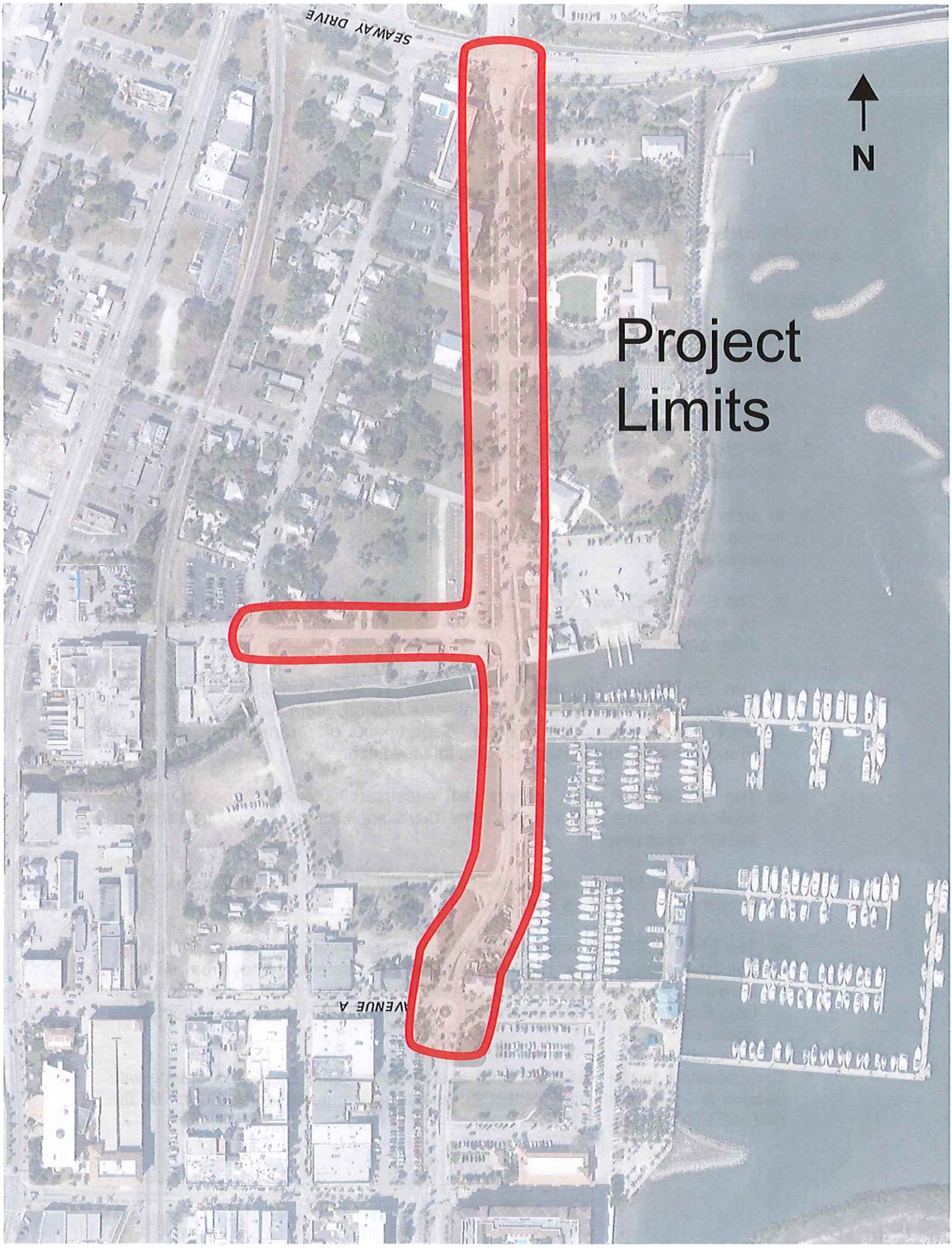
EXHIBIT "A"
DETAILED DESCRIPTION OF THE PROJECT
AND
ENGINEER SCOPE OF SERVICES

CITY OF FORT PIERCE INDIAN RIVER DRIVE HISTORIC DOWNTOWN WATERFRONT CORRIDOR IMPROVEMENTS

PROJECT DESCRIPTION:

The City desires to improve Indian River Drive within the historic downtown waterfront corridor between Avenue A and Seaway Drive, approximately 0.45 miles. The improvements are intended to support the economic recovery and revitalization of the downtown waterfront corridor by reconstructing and expanding pedestrian access to provide safer mobility along the corridor. Beyond pedestrian facilities, the improved corridor will provide on-street parking, street lighting, landscape/hardscape and bridge improvements. The existing 1961 constructed bridge on Indian River Drive over Moore's Creek will be replaced in conjunction with the overall corridor improvements.

In addition to the improvements along Indian River Drive, A.E. Backus Avenue between N. 2nd Street and Indian River Drive will be improved to provide pedestrian facilities along both sides of the existing corridor to provide for expanded pedestrian connectivity. Please refer to the Location Map on the following page for a visual depiction associated with the proposed Project Limits.


SEAWAY DRIVE
N
Project
Limits
AVENUE A

DESCRIPTION OF TASK DELIVERABLES:

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

A. General:

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

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

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

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

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

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

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

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

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

B. Design Topographic Survey:

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

The survey will include:

1. Records Research: Obtain information from St. Lucie County to acquire record evidence of parcel ownership and existing right-of-way limits.
2. Survey Control Horizontal/Vertical: Recover published horizontal and vertical control for the project. Establish horizontal and vertical control along the route and establish NAVD 88 elevation benchmarks and State Plane Coordinate control points along said route. Approximately 5 primary control points will be set and referenced on the digital Base Map control file.
3. Road Right of Way Retracement: Right of way lines will be calculated based upon existing plats and existing field monumentation.
4. Route Survey and Topography: Obtain cross-section elevations at 100-foot intervals along the route within the roadway right of way. Above-ground improvements, including the existing pavement, driveways, signs, power poles and surface evidence of buried utilities will be located. Drainage structures will be located. Invert elevations and pipe sizes will be obtained on the accessible structures within the existing right of way. All elevations will be referenced to the North American Vertical Datum of 1988 (NAVD88).
5. Base Map Digital Control File: Create a master horizontal control file to be utilized throughout the planning and design of the roadway improvements. This map will include the location of the right-of-way lines and the improvements and elevations that were collected during the previous survey tasks.

The design survey limits will consist of the following:

Along Indian River Drive from Avenue A to Seaway Drive extending 50' beyond the existing Right-of-Way, the rear parking area behind Cobb's Landing to the existing seawall, two canal cross sections north and South of the existing bridge over Moore's Creek and along AE Backus Avenue between North Second Street and Indian River Drive.

C. Geotechnical Investigation:

Field Exploration

The proposed field program will include conducting two Standard Penetration Test (SPT) borings to a depth of 100 feet at accessible locations near the existing bridge to be replaced, four auger borings to a depth of 10 feet, and ten hand auger borings to a depth of 6 feet within the proposed on-street parking, sidewalks, exfiltration trenches, and street landscape.

The Standard Penetration Test (SPT) borings will be drilled using a procedure similar to the Standard Penetration Test outlined in ASTM D-1586. The SPT borings will be sampled at 18-inch or 24-inch intervals to 10 feet deep and at 5-foot intervals below 10 feet. The auger borings will be drilled using a truck-mounted, 4-inch diameter continuous flight auger and the hand auger borings will be drilled using a hand-held 3-inch diameter bucket auger. Each sample will be removed from the sampler or auger in the field and then examined and visually classified by our crew chief. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required. Water level observations will be made in the boreholes during the drilling operation. The boreholes will be grouted with neat cement grout upon completion.

Our field exploration program will also include performing four field permeability tests. The field permeability test will include installing a solid-walled PVC casing, snugly fit, into a 4-inch diameter 4- to 5-foot deep auger boring. The bottom of the pipe will be open and raised 1 foot above the bottom of the boring. The bottom 1 foot of the boring will be gravel-packed. The rate water is taken in by the formation is measured and used to calculate permeability. The test will be run as a "constant head" test by maintaining the water level in the casing at ground surface level. If relatively high permeability soils are present, the test will be run as a "falling head" test in which the rate of water drop will be measured.

Engineering Analysis and Report

Routine laboratory visual classification will be performed along with specific classification tests deemed necessary (i.e., percent fines, moisture content, and organic content). All laboratory tests will be performed in general accordance with applicable ASTM standards. Engineering analysis of all data obtained will be made to evaluate general subsurface conditions and to develop the engineering recommendations to guide site preparation within the proposed on-street parking, sidewalks, exfiltration trenches, and street landscape.

We will also provide the below items:

- estimated normal seasonal high groundwater table level at the boring locations,
- axial pile capacities for up to three pile sizes for the proposed piles,
- soil parameters for the sheet piles to be designed by others, and
- total lateral deflection by performing lateral load analyses using the provided loads. One iteration of lateral analysis of a final pile configuration provided by the Client will be performed.

Our recommendations, together with data developed during the exploration, will be submitted in a written report upon conclusion of the study.

D. Roadway Analysis and Plans:

Roadway set of plans shall consist of the following:

	30%	60%	90%	100%
Cover Sheet	P	C	C	F
Summary of Pay Items		P	C	F
Typical Sections	P	C	C	F
Summary of Quantities & General Notes	P	C	C	F
Summary of Drainage Structures Sheets		P	C	F
Project Layout	P	C	C	F
Plan and Profile Sheets (40 scale)	P	C	C	F
Intersection Plan & Details		P	C	F
Special Details		P	C	F
Drainage Structure Sheets		P	C	F
Roadway Soil Survey		P	C	F
Cross Sections at 100 ft intervals		P	C	F
Stormwater Pollution Prevention Plans		P	C	F
Lighting Plans		P	C	F
Signage & Pavement Marking Plans (40 scale double plan)	P (pavement markings)	C	C	F
Landscape Plans		P	C	F
Structure Plans		P	C	F
Construction Cost Estimate and Quantities	P	C	C	F

Notes: P – Preliminary, C – Complete, but subject to change, F - Final

The plans will be prepared based upon English units. Design will be conducted in MicroStation and Geopak.

The following additional data shall be utilized for development of the plans:

1. The ENGINEER will develop and submit Typical Section Packages associated with the proposed bridge replacement and roadway improvement for review and approval by the City prior to developing the 30% plan Construction Documents.

2. The bridge and roadway plans sheets will be drawn at a scale of 1" = 40' prepared on 11" x 17" sheets.

3. The ENGINEER shall submit roadway pavement designs. Relevant traffic count data will be made available to the ENGINEER by the City. The Geotechnical sub-consultant will provide recommended LBR and soil survey data to the ENGINEER.

4. Plan sheets shall depict existing right-of-way, section lines, property lines, temporary construction easements, and centerline of construction. Horizontal control points with state plane coordinates for all PC's, PT's, curve radius, curve length and horizontal PI's shall be included on the Plan or summarized in an alignment table.

5. Plans shall include spot grades adequate to describe any proposed grading.

6. Match lines shall not be located within the limits of an intersection.

7. If applicable, soil boring information shall be plotted on cross sections with soil classification and high season water table.

8. All quantities shall reference FDOT Pay Item Numbers.

9. All details shall reference FDOT Index Numbers.

10. All specifications shall reference to FDOT Specifications for Road and Bridge Construction. Any deviations are special specifications not included in FDOT Specifications are required in the Technical Specifications.

11. Initial, interim and Final Plan Submittal shall include the following:
    i. Three (3) Sets of Signed and Sealed Plans.
    ii. One (1) Opinion of Probable Construction Cost
    iii. One (1) CD with drawings in PDF format.
    iv. The ENGINEER will provide construction documents and calculations in sufficient quantity as required by the various reviewing agencies.

E. STRUCTURAL ANALYSIS AND PLANS:

This scope of services is to provide engineering design and contract plans for the new roadway bridge along Indian River Drive crossing over Moore's Creek. As part of this scope, the bridge tasks will include a Bridge Development Report (BDR), 30% Plans, 90% Plans and Final Plans.

Bridge Development Report

The Bridge Development Report (BDR) will be prepared in accordance with FDOT Structures Design Guidelines. The BDR is intended to establish all the basic parameters that will affect the work done in the Design and Plans Preparation phase. The BDR will define the continuing work by the ENGINEER. The BDR will contain sufficient detail for the justification of the proposed bridge type. The major items to be considered in the BDR are:

1. Bridge Geometry: The bridge length, height and pier locations are subject to vertical and horizontal design clearance requirements such as those navigation and hydrology. Input from the Jurisdictional Permitting Agencies will be applied to the bridge geometry. After these considerations are met, span lengths are governed by economics and aesthetic considerations. Superstructure depths shall be kept to the minimum that is consistent with good engineering practice.

   The length of the bridge will be affected by:

   a. Opening required by Hydraulic requirements.
   b. Environmental Considerations.
   c. Width of waterway and/or width of cross section of roadway being spanned including the use of retaining walls.

2. Material Selection: The bridge is located in an extremely aggressive environment being just west of the intracoastal waterway. The selection of resilient construction materials is vital to the longevity of the bridge to meet the design service life. Construction materials such as stainless-steel reinforcement, Fiberglass Reinforced Polymer (FRP) reinforcement, and durable concrete mix designs will be investigated for use in the various structural elements.

3. Superstructure: Some superstructure types that could be considered are prestressed concrete girders, prestressed concrete slabs, or a cast-in-place reinforced concrete slab system.

4. Substructures: Some substructure types that could be considered are driven concrete piles, drilled shafts, and spread footings. Given the proximity to the Fort Pierce Manatee Observation and Education Center vibration minimizing construction techniques will be evaluated for the bridge foundations.

5. Bridge Aesthetics: Aesthetic treatments will be evaluated for use on this bridge. These aesthetic treatments include decorative or open bridge railing systems, decorative lighting fixtures, decorative or open pedestrian railing systems, and exterior decorative arched facades.

6. West Bulkhead Wall: Just west of the existing bridge a concrete sheet panel bulkhead wall system extends from the west side of the bridge and ties to a recently replaced post and panel bulkhead wall system that contains Morse Creek. Given the age and condition of this existing bulkhead wall system it will be replaced with the existing bridge. Bulkhead wall types will be evaluated as part of the BDR that are compatible with the new bridge substructure as well as functionally tie into the existing bulkhead wall system.

7. Quantity estimates: Quantity estimates will be developed for the various alternatives in the development of the Opinion of Probable Construction Cost. The intent of the quantity estimates is to establish relative and equitable costs between alternates and not necessarily to be relied on for accuracy of the Final Cost Estimate.

30% Bridge Plans:

Based on the selected bridge alternative by the City from the BDR, 30% Bridge Plans will be developed and submitted to the City for review which will include the following sheets:

- General Notes
- Plan and Elevations
- Typical Section
- Foundation Layouts and Pile Data Table
- End Bent Layouts
- Pile Bent Layouts
- Framing Plans

The Bridge Plans will be produced in CADD format and placed on 11"x17" sheets and provided in PDF format.

90% Bridge Plans:

In this phase the bridge plans will be brought up to 90% complete and submitted to the City for review concurrent with the 90% roadway plans. The 90% Bridge Plans will consist of the following type of sheets:

- General Notes
- Framing Plans
- Typical Sections
- Superstructure Layouts
- Superstructure Details
- Beam or Slab Unit Data Sheets
- Approach Slabs
- Bar Reinforcing List
- Plan and Elevations
- Foundation Layouts
- End Bent Layouts
- End Bent Details
- Pile Bent Layouts
- Pile Bent Details
- Aesthetic Details
- Finish Grade Elevations

Along with this submittal the Bridge Design Calculations and the Bridge Load Rating Calculations will be submitted based on the 90% Plans. The Bridge Design will follow the FDOT Structures Design Guidelines and the Load Rating Calculations will the FDOT Bridge Load Rating Manual utilize. The Load Rating will also be submitted to FDOT as part of the Bridge Number Request process. The 90% Plan Quantities will also be provided along with a Probable Opinion of Construction Cost based on FDOT statewide averages. The 90% Bridge will be produced in CADD format and placed on 11"x17" sheets and provided in PDF format. The design and load rating calculations will also be provided in PDF format. The Bridge Specifications will be based on the FDOT Standard Specifications for Road and Bridge Construction.

Final Bridge Plans:

For this phase we will submit the Final Signed and Sealed Bridge Plans, Design Calculations, Load Rating Calculations, Quantities and the Probable Opinion of Construction Cost based on FDOT statewide averages.

Final Plans will be signed and sealed (2 sets) along with a PDF document that is not signed and sealed. The Final Design and Load Rating Calculations will also be signed and sealed (2 sets) along with a PDF document that is not signed and sealed.

F. BULKHEAD WALL REPAIRS:

During an initial field visit, damage was observed to the existing bulkhead walls east of the Indian River Drive bridge. The ENGINEER will perform a field visit to map out the above water deficiencies on the portions of the existing bulkhead walls east of the Indian River Drive bridge listed below to facilitate repairs. There are two sections of wall east of Indian River Drive that will be investigated for repairs. The first section of bulkhead wall is along the south side of Moore's Creek and extends to the east, then turns and extends south before terminating into the Fort Pierce Marina

bulkhead wall. The second section is along the northern side of Moore's Creek and extends from Indian River Drive to western limits of the boat ramp. The ENGINEER will develop bulkhead wall repair plans to facilitate the rehabilitation of theses wall sections.



Bulkhead Wall Repairs Map

G. DRAINAGE ANALYSIS AND PLANS:

Perform drainage investigations and analysis necessary to prepare a design which will drain the project in accordance with the City, South Florida Water Management District (SFWMD), Florida Department of Environmental Protection (FDEP) and/or Florida Department of Transportation (FDOT) design criteria. The work will include the engineering analyses for the following:

1. Determine Base Clearance Water Elevation
   Analyze, determine, and document high water elevations which will be used to set roadway profile grade. Determine surface water elevations at cross drains, outfalls and adjacent storm water ponds. Determine groundwater elevations at intervals between the above-mentioned surface waters. The Bridge clearance shall be based on the 100 year storm event.

2. Design of Outfalls
   Analyze and document the design of ditch or piped outfalls.

   Drainage Design Documentation Report
   Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings.

3. A Stormwater Pollution Prevention Plan (SWPPP) will be developed in conjunction with this project. The site specific SWPPP is a requirement of

both the EPA National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges from Construction Activities, and the FDEP Generic Permit for Stormwater Discharges from Construction Activities.

H. JURISDICTIONAL PERMITTING:

The ENGINEER shall prepare stormwater permit applications for the South Florida Water Management District (SFWMD) and Florida Department of Environmental Protection (FDEP) for submittal by the City. This will consist of all required evaluation, design, coordination, and follow-up work necessary to support permit applications. The City will review the permit applications as necessary. The ENGINEER shall assemble and be responsible for the final submittal.

The ENGINEER shall prepare permit sketches for submission by the City to FDEP and SFWMD for dredge and fill activities, if necessary. The ENGINEER shall submit all permit sketches on 8.5" x 11" sheets. Sketches shall be neatly scaled, signed and sealed, and reproducible.

1. Environmental Resource Permitting/Section 404 Permitting

The ENGINEER will have a pre-application meeting with the SFWMD and the FDEP to discuss the proposed improvements. The ENGINEER will prepare and submit the joint Environmental Resource Permit (ERP) application package to the SFWMD and the FDEP. The application includes the ERP standard forms and a compilation of supplemental materials such as permit sketches, Vegetation (FLUCFCS), soils, quadrangle and FEMA-FIRM maps.

The ENGINEER will coordinate on the behalf of the City with each agency identified in this task. This may include up to one (1) meeting with the agencies to discuss requests for additional information (RAI), and written responses to one (1) request for additional information (RAI) including plan modifications. This scope assumes that mitigation measures will not be necessary or required. This scope assumes that coordination with US Fish and Wildlife Service through the preparation of Biological Assessments or Biological Opinions will not be required.

Permit application submittals will be made subsequent to the 60% plan set submittal approval by the City.

I. SIGNING AND PAVEMENT MARKING PLANS:

Signing and Pavement Marking plans shall include: Preparation of the plan layout, quantities (including signing and pavement marking quantity) and tabulation of

quantities. All plans are to be prepared in accordance with the latest design standards and practices (MUTCD), FDOT Standard Specifications, Indexes, and shall be accurate, legible, complete in design and drawn at the same scale as the Roadway Plans, furnished in reproducible form. Plans will be included with the roadway plans and submitted as indicated above.

J. FRANCHISE UTILITY COORDINATION:

The ENGINEER will coordinate with franchise utility operators in the vicinity of the project such that the proposed construction activities can be developed to minimize impacts to existing utilities located within the project limits. It is anticipated that the existing franchise utilities identified to be relocated within the Department of Economic Opportunity (DEO) grant will be relocated by others.

J. LANDSCAPE ANAYSIS AND PLANS:

Landscape Architectural Design – The ENGINEER will prepare detailed landscape planting plans for the project which will indicate the location of new plantings. These plans will also include a detailed plant list showing quantities, types, sizes, and specifications for new plantings. Planting details and specifications will also be included on separate sheets.

Hardscape Design – The ENGINEER will prepare specialty hardscape plans for the project which will cover those areas of the project proposed for pavers or other non-typical pavement surfaces. These plans will include a graphic depiction of the paver layout, technical specifications for paver strength, sizes, colors, mix, and recommended laying patterns. Enlargements will be included to indicate the specific paver layout for these areas. Graphic sections will also be provided which indicate how the pavers are to be installed and with appropriate base material and relationship to adjacent curbs or other pavement materials.

Irrigation Design - The ENGINEER will provide irrigation construction documents based on current published agency design criteria. Irrigation Plans and details will be provided for an irrigation system designed to provide 100% irrigation coverage for all landscaped areas. The irrigation plan will outline head layout, mainline and lateral line layout, valve sizes and locations, pipe sleeving, controller and rain sensor type and location, source and/or point of connection, backflow prevention device, system operation calculations and schedules, detailed drawings and installation notes on the plans.

Also included in this task will be coordination with the City to determine preferred equipment, installation detailing, and other factors that will affect the irrigation design and coordination with the City for connecting to irrigation source and other equipment necessary.

K. LIGHTING ANALYSIS AND PLANS:

The ENGINEER will prepare a roadway lighting design and construction documents for the installation of pedestrian lighting along Indian River Drive improvements. The scope of work will include the following:

1. Preparation of photometric plan, pole layout/ placement
2. Coordination with franchise utility operators
3. Prepare Voltage Drop analysis
4. Preparation of construction details and notes
5. Conductors will be sized to meet National Electric Code (NEC).

L. PUBLIC INVOLVEMENT

It is estimated that during the design development, up to six (6) organized workshops, stakeholder meetings or City Commission updates will be held within the community to ensure that stakeholders and the community have ample opportunity to engage with the project team.

M. CONSTRUCTION PHASE ASSISTANCE:

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

TIME OF PERFORMANCE:

Preliminary Construction Documents	9 months from NTP
Final Construction Documents	15 months from NTP
Bid and Specification Package	18 months from NTP

EXHIBIT "B"

COMPENSATION

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

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

Lump Sum Tasks

Task Description	Fee
Design Topographic Survey	$ 51,000
Geotechnical Investigation	$ 14,500
Roadway Analysis and Plans	$ 258,660
Structural Analysis and Plans	$ 164,635
Bulkhead Wall Repair	$ 17,690
Drainage Analysis and Plans	$ 78,910
Jurisdictional Permitting	$ 40,610
Signing and Pavement Marking Plans	$ 23,065
Franchise Utility Coordination	$ 12,250
Landscape Analysis and Plans	$ 78,880
Lighting Analysis and Plans	$ 24,250
Public Involvement	$ 61,700
Grand Total	**$ 826,150**

Compensation will be computed at the hourly rates of

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

SPECIFIC AUTHORIZATION NO. 4

CHANGE ORDER NO. 3

CITY OF FORT PIERCE INDIAN RIVER DRIVE HISTORIC DOWNTOWN WATERFRONT CORRIDOR IMPROVEMENTS

RFQ No. 2019-027

Date: July 22, 2025

Consultant: Kimley-Horn & Associates, Inc.

ORIGINAL CONTRACT AMOUNT	:	$ 826,150.00
CURRENT CONTRACT AMOUNT INCLUDING PREVIOUS CHANGE ORDERS	:	$ 892,130.00
NET CONTRACT AMOUNT **INCREASE** RESULTING FROM THIS CHANGE ORDER	:	**$ 69,320.00**
PROPOSED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	:	**$ 961,450.00**
CURRENT CONTRACT EXPIRATION DATE	:	July 23, 2025
PROPOSED CONTRACT EXPIRATION DATE	:	October 20, 2025

CHANGES ORDERED:

I. GENERAL:

This Change Order includes compensation for redesign services associated with construction scope of work modifications in conjunction with the Indian River Drive reconstruction project further described in Exhibit "A". All CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions of the GENERAL CONDITIONS, apply to and govern all the Work under this Change Order.

II. REQUIRED CHANGES/COST ADJUSTMENTS:

Description	*Units*	*Quantity*	*Unit Price*	*Amount*
Engineering Redesign and Technical Specifications Revisions	1	LS	$69,320.00	$69,320.00
		Total Change Order:		***$69,320.00***

A list of hourly rates is itemized in Exhibit "B".

III. JUSTIFICATION:

The construction bids came in over budget and value engineering had to be applied in order to align the project cost to the available funding. As such, Indian River Drive design modifications were warranted which included the bridge redesign, elimination of the AE Backus roadway improvements, removal of pervious pavers and on-street parking, along with various miscellaneous cost-saving revisions, as described in Exhibit "A".

IV. PAYMENT:

Funding of the additional $69,320.00 shall initially be encumbered from the City's Administrative General Account No. 0016000-563100 and subsequently reimbursed in full as per the criteria specified in the DEO Grant G0100.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract 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: _____
Signature

Date: 8/6/25

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges
City Attorney

By: _____
Signature

Date: _____

APPROVED BY:

Linda Hudson
Mayor

By: _____
Signature

Date: _____

ACCEPTED BY:

Brian Good, P.E., Senior Vice President
Kimley-Horn & Associates, Inc.

By: Brian Good _____
Signature

Date: 8/6/25

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

CITY OF FORT PIERCE INDIAN RIVER DRIVE HISTORIC DOWNTOWN WATERFRONT CORRIDOR IMPROVEMENTS – DESIGN AMENDMENT NO. 1

PROJECT DESCRIPTION:

The City desires to improve Indian River Drive within the historic downtown waterfront corridor between Avenue A and Seaway Drive, approximately 0.45 miles. The improvements are intended to support the economic recovery and revitalization of the downtown waterfront corridor by reconstructing and expanding pedestrian access to provide safer mobility along the corridor.

The City desires to incorporate the following design revisions/changes to enable the project to be within available project funding:

1. Moore's Creek Bridge Revisions:
    a. Reduce the proposed pedestrian width on the west side from 10' to 6' wide.
    b. Reduce the proposed bridge utility shelf width to account for removal of decorative barrier.
    c. Replace the proposed decorative barrier on bridge with standard FDOT barrier.
    d. Update specifications to replace stainless steel with carbon steel reinforcement.
    e. Revise the proposed approach slab design to be 10' long.
    f. Remove/defer proposed seawall repairs adjacent to the Manatee Center.
    g. Removal of the decorative superstructure concrete arches.
    h. Removal of the decorative LED lighting.

2. Eliminate proposed sidewalk brick banding hardscape improvements.

3. Reduce the proposed pedestrian sidewalk along the west side of Indian River Drive from 10' to 6' wide.

4. Revise proposed landscape improvements to only depict the proposed Royal Palm and irrigation improvements.

5. Remove the A.E. Backus Avenue improvements between 2nd Street and Indian

River Drive from initial project improvement phase.

6. Replace the proposed illuminated bollards with non-illuminated bollards at the Avenue E and Indian River Drive intersection.

7. Eliminate the proposed on-street angle parking along the west side of Indian River Drive between AE Backus Avenue to Avenue D and Avenue D to Cedar Place.

8. Eliminate the proposed underdrain improvements within the permeable paver block parking areas.

9. Replace proposed flashing LED pedestrian signs at Avenue E and Indian River Drive Intersection with standard MUTCD advance warning pedestrian crossing signs.

10. Remove the proposed pedestrian plaza improvements adjacent to the City's Marina North Pier from initial project improvement phase.

11. Revise the proposed Indian River Drive pavement section from 3"/10" (asphalt/base thickness) to 2.5"/8".

DESCRIPTION OF TASK DELIVERABLES:

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

A. General:

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

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

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

   a. The ENGINEER will complete his work on the project within the time allowed

by maintaining an adequate staff of registered engineers, draftsmen, and other employees on the work.

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

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

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

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

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

B. Revised Construction Plans and Specifications:

The ENGINEER will revise the previously approved Final Bid Plans to address the changes/revisions desired by the City identified above. The changes/revisions will include all calculations, construction plan, specifications and bid quantity changes required to incorporate these changes. Changes to the following plan components are anticipated:

- Structure Plans
- Roadway Plans
- Signing and Marking Plans
- Landscape Plans
- Irrigation Plans
- Hardscape Plans
- Special Details

TIME OF PERFORMANCE:

Revised Final Construction Documents	10 weeks from NTP

EXHIBIT "B"

COMPENSATION

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

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

Lump Sum Tasks

Task Description	Fee
Indian River Drive Design Amendment No. 1	$ 69,320

Compensation will be computed at the hourly rates of

Project Manager	$	265.00
Assistant Project Manager	$	235.00
Senior Engineer	$	205.00
Engineer	$	185.00
Engineering Technician	$	165.00
Draftsperson	$	125.00
Secretary	$	70.00

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

Meeting Date: 08/18/2025

Re: Approval of the short-listed firms for Professional Engineering Services RFQ2025-022

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval to select the following firms in response to the Professional Engineering Services RFQ2025-022 for a period of two (2) years with three (3) one-year renewal options: Captec Engineering, Inc., Consor North America, Inc., Culpepper & Terpening, Inc., Kimley-Horn and Associates, Inc. and, WGI, Inc. and authorize staff to enter into contract negotiations with the firms.

SUMMARY:

The Engineering Department requested purchasing services for a Request for Qualification (RFQ) for Professional Engineering Services. RFQ2025-022 was advertised on April 11th and 18th, with a due date of May 27, 2025. The Purchasing Department received twenty-one (21) respondents to the RFQ. A committee of five (3) evaluators was chosen and each of the respondent's submittals were reviewed extensively. Each evaluator scored the firms based on the following criteria:

- Demonstration of understanding and degree of responsiveness to the RFQ
- Consultant's ability to show creativity and practicality in meeting objectives, training and communication skills and a commitment to quality assurance
- History of compliance; ability to work in a multidisciplinary mode, especially for government bodies
- No unresolvable conflict of interest according to governmental policies and definitions
- Past claims of errors and omissions and how they were resolved
- Location of firm's office in reference to the City of Fort Pierce

It was determined that the top-scoring five (5) firms would be short-listed and serve as the city's continuing professional engineering service providers for a period of two (2) years with three (3) one-year renewal options.

RECOMMENDATION:

The Engineering Department recommends the following five (5) firms be listed as the city's Professional Engineering Service Providers:

- Captec Engineering - Stuart, FL
- Consor North America, Inc. - West Palm Beach, FL
- Culpepper & Terpening, Inc. - Fort Pierce, FL
- Kimley Horn Associates, Inc. - Vero Beach, FL
- WGI, Inc. - Port St. Lucie, FL

ALTERNATIVES:

Produce a RFQ for each individual project and choose only one.

RESPONSIBLE STAFF:

Mark Zrallack, P.E. - City Engineer
Tracy Telle - Engineering Manager
Venetia Barnes - Stormwater Engineer

COORDINATED WITH:

The Purchasing Department

Fiscal Impact

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

FISCAL IMPACT:

No fiscal impact at this time. Each individual design project will be presented separately for approval.

Attachments

Respondent List
RFQ Document
Cumulative Evaluation Matrix

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	08/12/2025 10:00 AM
City Manager	Richard Chess	08/13/2025 06:01 PM
Form Started By: Venetia Barnes		Started On: 08/06/2025 05:40 PM
Final Approval Date: 08/13/2025		

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF PROPOSALS

RFQ ON:	**PROFESSIONAL ENGINEERING AND SURVEYING SERVICES**
RFQ NUMBER:	**2025-022**
DATE:	**6/27/25**
RECOMMENDED AWARD:	**Pending**

RESPONSE
21 of 71 = 29.58%
0 "No Bids"
Total = 29.58%

"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."

SEE THE FOLLOWING PAGE FOR A LIST OF OFFERORS

VENDOR
Avirom & Associates, Inc. *Boca Raton, FL*
CAPTEC Engineering, Inc *Stuart, FL*
Carter Associates, Inc an LJA Company *Vero Beach, FL*
Consor North America, Inc *West Palm Beach, FL*
CPH Consulting, LLC *Miami, FL*
Craig A. Smith & Associates, LLC *Riviera Beach, FL*
Culpepper & Terpening, Inc *Fort Pierce, FL*
Dredging & Marine Consultants, LLC *Fort Pierce, FL*
DRMP, Inc *Boca Raton, FL*
F&J Engineering Group, Inc *Fort Pierce, FL*
Florida Technical Consultants, LLC *Boynton Beach, FL*

VENDOR
Graef-USA Inc *Maitland, FL*
Gulfstream Design Group, LLC *St. Augustine, FL*
Haley Ward, Inc *Port St. Lucie, FL*
Johnson, Mirmiran & Thompson, Inc *Fort Pierce, FL*
Kimley-Horn and Associates, Inc *Vero Beach, FL*
Marlin Engineering, Inc *Fort Lauderdale, FL*
SurvTech Solutions, Inc *Fort. Pierce, FL*
Water Resources Management *Associates, Inc* *Tequesta, FL*
WGI, Inc *Port. St. Lucie, FL*
WSB, LLC *Fort Pierce, FL*

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	**REVISED** **CITY OF FORT PIERCE** **REQUEST FOR QUALIFICATIONS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: LaTonya Hubbard, (772) 467-3102	RFQ No: 2025-022
Pre-Qualification Conference Time & Date: N/A	RFQ Title: PROFESSIONAL ENGINEERING SERVICES
Pre-Qualification Conference Location: N/A	RFQ Opening Location: Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFQ Due Date & Time: 3:00 PM, TUESDAY, MAY 27, 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.
Proposer Name: _____ Mailing Address: _____ _____	*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:	Typed or Printed Name:
Type of Entity (Select one): Corporation _____ Partnership _____ Proprietorship _____	Title:
Incorporated in the State of: Year:	Delivery in _____days, After Receipt Order
Phone Number:	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number:
E-Mail Address:	Local Business: ___Y ___N MWBE: ___Y ___N
Bid Security is attached, when required, in the amount of $ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

TABLE OF CONTENTS

SECTION I – GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR BIDDERS

1	GENERAL INFORMATION	1
2	DELAYS	1
3	EXECUTION OF BIDS	1
4	NO BID	1
5	PROPOSAL OPENING	1
6	TAXES	2
7	DISCOUNTS	2
8	MISTAKES	2
9	INVOICING AND PAYMENT	2
10	DELIVERY	3
11	ADDITIONAL TERMS AND CONDITIONS	3
12	INTERPRETATION	3
13	ADDENDUM	3
14	DISPUTES	4
15	CONFLICT OF INTEREST	4
16	LEGAL REQUIREMENTS	4
17	DRUG FREE WORKPLACE	4
18	MINORITY/WOMEN OWNED BUSINESS ENTERPRICES	4
19	PUBLIC ENTITY CRIMES	4
20	AWARD	5
21	EEO STATEMENT	5
22	CONTRACTUAL AGREEMENT	5
23	GOVERNMENTAL RESTRICTION	5
24	PATENTS AND ROYALTIES	5
25	ADVERTISING	6
26	ASSIGNMENT	6
27	COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH	6
28	FACILITIES	6
29	REPRESENTATION	6
30	DISQUALIFICATION OF BIDDER	6
31	ADJUSTMENTS/CHANGES/DEVIATIONS	6
32	INSURANCE	7
33	PUBLIC RECORDS	7
34	PROPOSER REPRESENTATION	7
35	COOPERATIVE PURCHASING	7
36	CANCELLATION	7
		7

SECTION II INSURANCE REQUIREMENTS **8**

SECTION III – INSTRUCITONS TO PROPOSERS **12**

1	QUALIFICATION OPENING	12
2	SUBMISSION OF PROPOSAL	12
3	INQUIRES/QUESTIONS	13
4	TERMS OF CONTRACT	13

5	MNORITY PARTICIPATION AND OUTREACH PROGRAM	13
6	CERTIFICATE OF INSURANCE	13
7	BUSINESS TAX RECEITP (OCCUPATIONAL LICENSE)	13
8	W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFCATION FORM	14
9	RESERVED RIGHTS	14
10	PROFESSIONAL STANDARDS	15
11	APPLICABLE LAWS	15
12	INVOICING	16
13	TIME EXTENSION AND CONTINUATION OF WORK	16
14	E-VERIFY	16
15	TIE BREAKERS	17
16	CONSULTANT'S AUTHORIZED SIGNATURE	18
17	ADDENDUM	18

SECTION IV – STATEMENT OF WORK **19**

1	SUMMARY	19
2	GENERAL INFORMATION	19
3	PROJECT ASSIGNMENT	20
4	MINIMUM QUALIFICATIONS	21
5	EVALUATION CRITERIA/SCORING	21
6	REJECT CRITERIA	23

SECTION V – INSTRUCTIONS FOR PREPARING PROPOSALS **23**

SECTION VI - FORMS **25**

1	SUMMARY OF REQUIRED FORMS	26
2	DRUG-FREE WORKPLACE FORM	27
3	NON-COLLUSION AFFIDAVIT FOR PRIME BIDDER	28
4	PUBLIC ENTITY CRIMES AFFIDAVIT	29
5	E-VERIFY AFFIRMATION STATEMENT	32
6	CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS	33
7	REFERENCES	34
8	W-9 IDENTIFICATION NUMBER AND CERTIFICATION	35
9	CHECKLIST	36

SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE (CLEARLY MARK BID AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. By submitting a bid, the Bidder agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Bidders shall submit two (2) complete sets (one [1] original and one [1] electronic copy (PDF) on a Flash Drive) of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids, which do not comply with the requirements, may be rejected at the option of the City.

2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposal/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by the Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers, and attached to the proposal.

4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals be delivered after the time specified to be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries

or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine the lateness of any proposal. It is the Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after the opening of the proposals. Proposal tabulations will be furnished on the web sites: https://www.cityoffortpierce.com and https://www.demandstar.com

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. ENGINEERs or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

8. MISTAKES

a. Proposers are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.

b. Written amounts shall take precedence over numerical amounts. In the event of additional error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Department at the address as stipulated on the Purchase Order.

b. All invoices submitted shall consist of an original clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized

agent; be clearly marked as “partial”, “complete”, or “final” invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

c. The invoice shall contain the Bidder’s Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this bid and the Proposal authorized signature on the Bid Form attests to this.

12. INTERPRETATION

All Proposer shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposal; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 13. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid. The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a bid directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive bid packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a bid package from the City Purchasing Department. Proposer who obtains Proposal Documents from other sources must officially register with the City Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the bid selection or contract award recommendation shall file such dispute according to the bid protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All Proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORKPLACE (DFW)

Preference shall be given to business with Drug-Free Workplace (DFW) Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted ENGINEER" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently $10,000.00) with any person or affiliated on the "convicted ENGINEER" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted ENGINEER" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals or waive any minor irregularity or technicality in bids received, and may, at its sole discretion, request a rebid. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right

to use, replace or modify the item to render it non- infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a bid, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Request for Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of the proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposer's Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

34. PROPOSER PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

36. CANCELLATION

This request may be canceled and any response, bid, or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

REQUIRED LIMITS OF INSURANCE

ENGINEER 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 sub-Contractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

ENGINEER at its own expense, shall procure and maintain throughout the term of this Contract, with insurers acceptable to the City of Fort Pierce, hereinafter called "City", the types and amounts of insurance conforming to the minimum requirements set forth herein. ENGINEER 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 ENGINEER hereby agrees to provide same. Until such insurance is no longer required by this Contract, ENGINEER shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. To the extent ENGINEER is permitted to and elect to sub-contract any of the work performed under this Contract, ENGINEER will require all sub-Contractors to provide insurance coverage complying with the requirements set forth herein and will provide the City with evidence of such coverage prior to the commencement of the sub-Contractor's work.

WORKERS' COMPENSATION/EMPLOYER'S LIABILITY INSURANCE

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

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

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against the City of Fort Pierce, and their respective 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 the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

GENERAL LIABILITY INSURANCE

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The City of Fort Pierce and their respective 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 Contractors – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

AUTOMOBILE LIABILITY INSURANCE

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

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

PROFESSIONAL LIABILITY INSURANCE

Such insurance shall be on a form acceptable to the City and shall cover ENGINEER for those sources of liability arising out of the rendering or failure to render any professional services required in the Agreement. 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 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:

$3,000,000 Each Claim/Annual Aggregate

If ENGINEER subcontracts any of the work, ENGINEER shall either include the Sub-Contractors in ENGINEER's coverage or require the Sub-Contractors to maintain Professional Liability coverage as described herein. The insurance may be subject to a deductible not to exceed $10,000 per claim.

WATERCRAFT LIABILITY

To the extent watercraft are utilized, the ENGINEER shall purchase and maintain, or cause its sub-Contractors to purchase and maintain, insurance which shall, at a minimum, cover the ENGINEER and sub-Contractor for injuries or damage arising out 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 minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence/Annual Aggregate

CYBER LIABILITY & DATA STORAGE

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

$1,000,000 Each Occurrence/Annual Aggregate

The Cyber Liability coverage may be included as part of the Professional Liability coverage required above.

GENERAL CONDITIONS:

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

Except as otherwise specifically authorized by this Agreement or where prior written approval has been obtained from the City hereunder, the insurance maintained by ENGINEER shall apply on a first dollar basis without application of a deductible or self-insured retention. To the extent there is any deductible or self-insured retention applicable to any required insurance, ENGINEER shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of the City, or its members, officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of ENGINEER or any Sub-Contractor. Any remedy provided to the City by the insurance provided by the ENGINEER

shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of ENGINEER) available to the City under this Agreement or otherwise.

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

ENGINEER shall deliver to the City the required certificate(s) of insurance and endorsement(s) before the City signs this Agreement.

ENGINEER's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the City may use the services of another ENGINEER or ENGINEERs, without the City incurring any liability to ENGINEER.

At its sole discretion, the City may obtain or renew ENGINEER's insurance, and the City may pay all or part of the premiums. Upon demand, ENGINEER shall repay the City all monies paid to obtain or renew the insurance. The City may offset the cost of the premium against any monies due ENGINEER from the City.

The ENGINEER shall furnish to the City Certificates of Insurance allowing thirty (30) days' notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

(**ACCORD) "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."**

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

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
City of Fort Pierce/Grants Administration Division and their members, officials, officers and employees.

SECTION III

INSTRUCTIONS TO PROPOSERS

1. QUALIFICATION OPENING

Qualifications are due on or before **3:00 PM, Tuesday, May 27, 2025**

2. SUBMISSIONS OF PROPOSALS

Proposal response may be submitted in hard copy or electronically. Please see below instructions for submitting your proposal response.

HARD COPY SUBMISSIONS

Proposals mailed to 100 N. U.S. Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

One (1) original and one (1) USB drive copy of sealed proposals. Qualifications must be submitted in a 3-ring binder. Binder must not be larger than 2" in thickness. Proposal is limited to a maximum of no more than 150 single sided pages. Pages must be numbered to verify quantity. Tab dividers are excluded from the page count.

OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided in the attachment sections of this document.
- By forwarding your response, pdf format to purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the website of Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce (http://www.cityoffortpierce.com/187/Purchasing).

Any proposals received after the designated time and date listed above will be returned unopened.

All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, no proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. **The register of proposals shall be open for public [viewing] only after contract award."**

3. INQUIRIES/QUESTIONS

3.1 All inquiries shall be in a written format and addressed to the City Engineer with a copy to the Purchasing Agent:

TO	**COPY TO**
Mark Zrallack, P.E.	**LaTonya Hubbard**
City Engineer	Purchasing Agent
100 North US Highway 1	100 North US Highway 1
Fort Pierce, FL 34950	Fort Pierce, FL 34950
Fax: 772-467-3780	Fax: 772-467-3848
Email: mzrallack@cityoffortpierce.com	Email: purchasing@cityoffortpierce.com

3.2 No inquiries will be received no later than, **5:00PM, Thursday, May 8, 2025.**

4. TERM OF CONTRACT

The ENGINEERS selected may perform services for City projects on a rotating basis as funds become available for said projects, for a period of two (2) years. This agreement may be renewed up to three (3) additional one (1) – year periods on terms and conditions which are mutually acceptable to the parties.

5. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

6. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section II of the specifications.

7. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

8. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal. **see Section VI - Required Forms**.

9. RESERVED RIGHTS

9.1. The CITY reserves the right to accept or reject any or all submittals, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

9.2. CCNA Statutes recommends a minimum of three (3) qualified professional, experienced, and capable proposers by which to move forward to the evaluation stage. However, the Purchasing Manager may determine that a single proposal is acceptable.

9.3. To be **responsive**, the proposer shall submit qualifications which conform in all material respects to the requirements set forth in the RFQ. To be a **responsible** proposer, the proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the proposer or any credible source. All information request will be done through the Purchasing Division. Such information may include but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

9.4. The City may disqualify a proposer from being awarded a City contract if the Purchasing Manager determines after an investigation that the proposer is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.

9.5. Unless otherwise stated in this RFQ specification, any contracts resulting from this RFQ are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this RFQ through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The CITY reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

9.6. If any contract awarded as a result of this RFQ is terminated, the CITY reserves the right to go to the next lowest **responsive** proposer with the balance of the contract, unless otherwise stated in the RFQ specification.

10. PROFESSIONAL STANDARDS

10.1. The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

10.2. In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

10.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.

10.4 The successful proposer warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the successful proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the successful proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.5. Performance of Contract Holder

It is understood and agreed that the CITY will not permit or authorize CONSULTANT to perform less than 51 percent of the total contract work with other than its own organization. This requirement may be waived by the Purchasing Manager under special circumstances.

11. APPLICABLE LAWS

Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with proposal but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. This includes revisions or as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to:

11.1. City of Fort Pierce Ordinances

11.2. Florida State Statute 287.055: Consultants Competitive Negotiation Act (CCNA)

11.3. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed proposals received by the CITY.

11.4. It shall be the responsibility of the proposer to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after proposal opening, whichever is earlier

12. INVOICING

All invoices must contain the Purchase Order number, required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the consultant for correction and resubmission. Consultants shall not perform any service or provide products until they have been issued an approved Purchase Order.

13. TIME EXTENSION AND CONTINUATION OF WORK

13.1. Time Extension

The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The rates in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

13.2. Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful consultant, continue until completion at the same rates, terms and conditions. This must be approved in advanced by the Purchasing Manager, or designee.

14. E-VERIFY

Consultants: 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 Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

15. TIE BREAKERS

15.1. The Evaluation Committee may choose to resolve a tie using the criteria below or require additional materials or interviews as the Committee so determines.

15.2. In the event of any tie (in the ranking criteria) the following may take effect:

a. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that have the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

b. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings the following will take effect:

15.2.1 Preference must be given to ENGINEERS submitting a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:15.6 Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that is has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied ENGINEERS have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

16.2.1.a 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.

15.3. Inform employees about the dangers of drug abuse in the workplace, the business 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.

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

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

15.6. In the event of any tie between consultants that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

16. CONSULTANT'S AUTHORIZED SIGNATURE.

The proposal shall be signed by an official authorized to bind the consultant in a contractual agreement. The consultant shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and contractually bind the consultant. It is also necessary that the name of a contact individual be given who can respond to questions generated during the evaluation process.

17. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal with an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

SECTION IV

STATEMENT OF WORK

1. SUMMARY

The City of Ft. Pierce is accepting qualification statements from engineering firms to perform services for the City's Capital Improvement Program, Emergency Drainage projects, and FDOT Joint Participation projects. The selection procedure will be in accordance with the requirements of Chapter 287.055, Florida State Statutes, as amended. Up to **six (6)** consultants will be selected to provide services on a project-by-project basis. Selection for continuing engineering services does not guarantee assignment to any project or any services. The City of Ft. Pierce retains the right to negotiate with any firm on any project, whether or not the firm is one with which we have a present contract. Definition of specific services, selection criteria and project assignment methodology are included in the Scope of Services.

Those individuals/firms interested in being considered for this RFQ are instructed to submit their submittal on the forms provided, pertinent to this project prior to **3:00 pm, Tuesday, May 27, 2025**.

2. GENERAL INFORMATION

Services may be assigned, but not limited, to any of the following areas:

- Boundary and Topographic, Right-of-Way, Utility, and Easement Surveys
- Paving, Drainage, and Roadway Improvements
- Stormwater Management Design
- FDOT Roadway and Enhancement Project Design
- Local Park Improvement Design
- Marine Design Services
- Traffic Engineering
- State and Federal Permitting Services
- Special Services such as Feasibility Studies and Planning
- Construction Contract Administration
- Construction Engineering and Inspection

SERVICES

Services must comply with FDOT requirements when provided for FDOT funded projects. Services for all projects may include, but not limited to, the following types of work:

a. **Survey Services**
Boundary and Topographic, Right-of-Way, Utility, and Easement Surveys.

b. **Design Services**
Street improvements, stormwater management models, pavement, pedestrian facilities, marine design, traffic engineering, contract and design documents, specifications with all associated studies, reports, mapping and details.

c. **Construction Services**
Construction services for all projects may include conducting and/or attending preconstruction meetings, review of shop drawings, preparation of change orders, construction contract administration, and construction engineering and inspection services. The City of Ft. Pierce may provide field inspection during construction. Construction services for FDOT funded projects must follow FDOT guidelines. Some additional engineering services may be required during the course of construction.

d. **Special Services**
Preparation of applicable easements, R/W acquisition documents and process, project permits, project cost estimation and bid documents. Preparation or procurement of operation and maintenance manuals. Services dictated by the needs of the particular project scope.

3. PROJECT ASSIGNMENT

Consultant(s) selected for these projects will be utilized on an as needed basis depending on the needs of the City and available funding.

Each project will require the selected consultant(s) to begin contract negotiations for the specific project within fourteen (14) calendar days after first being notified by the City. The City shall negotiate the contract with one of the consultants on a rotating basis for compensation the City determines is fair, competitive and reasonable. Should the City be unable to negotiate a satisfactory contract with the consultant at a price the City determines to be fair, competitive and reasonable, negotiations with that consultant will terminate and the City will undertake contract negotiations with the next consultant. Negotiations will continue with consultants until a fair, competitive and reasonable contract price is agreed.

Approval of the project scope, services and fees may require action by the Fort Pierce City Commission prior to the authorization to proceed.

The consultant will be required to commence work within fourteen (14) calendar days after authorization to proceed. If the consultant fails to commence work within the fourteen (14) days without reasonable cause, the City of Ft. Pierce will have the right to seek another consultant to work on the project and move the consultant to delay the commencement of the project to the bottom of consultant list. The City of Ft. Pierce shall have the right to terminate any contract if the consultant fails to commence work on any project or fails to perform in a timely and efficient manner.

3.1 CONSULTANTS LIABILITY

Nothing contained herein or in the agreement for professional engineering services dated, or in any agreements with contractors, shall be deemed to excuse the engineer from responsibility to the owner for defects in the plans or where the engineers (consultants) are observing or inspecting the work, from detective work or materials about which they knew or should have known, and as to which they failed to advise the owner in writing.

4. MINIMUM QUALIFICATIONS

Interested engineering firms must be experienced in providing the service areas of the nature described herein. To be considered for selection in any or all the service areas, the firm or individual must be a licensed professional in accordance with Florida State law and be familiar with all applicable federal, State of Florida, St. Lucie County, and City of Fort Pierce codes, regulations, and laws. Respondent must provide a copy of all applicable licenses held by firms or individuals proposed to perform work.

5. EVALUATION CRITERIA/SCORING

Pursuant to with the Consultant's Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, et seq., and the policies and procedures of the City of Fort Pierce, the City is soliciting Statements of Qualifications for evaluation and ranking for determination and selection of a consultant to provide professional services. The City will convene a selection committee comprised of three (3) or more City staff members each of whom will independently evaluate and rank the submittals in comparison to each of the selection criteria outline herein. The successful proposers will be selected based upon the total cumulative scores of the selection committee. If following review and initial evaluation of the submittals, the review committee deems it necessary, a short list of firms may be invited to make presentations for final evaluation, with the selection of the successful firm being based on the committee's ranking of the presentations.

5.1 EVALUATION CRITERIA

Prospective consultants are advised that the selection of a consultant for contract award will be made after careful evaluation of qualifications. The City of Ft. Pierce shall be the sole judge of its own best interests, the qualifications, and the resulting negotiated agreement. Evaluation criteria will include, but will not be limited to the following:

Category Title	Category Description	Submittal Tab(s)	Points
Executive Summary	The degree to which the consultant demonstrates an understanding of the history, user needs and technical aspects of the RFQ, the degree of responsiveness of the proposal to the RFQ requirements and the probable effectiveness of the proposed program.	Tab 1	20
Qualifications of Company/Personnel	The consultant's ability to show: state-of-the-art creativity and practicality in attempting to meet the objectives of this request, in a timely manner; specific personnel capabilities (training and experience); communication skills, and commitment to a program of quality assurance.	Tab 2	30
Past Projects/References	History of demonstrated compliance with agreed upon milestones, budgets, and the ability to work in a multi-disciplinary mode, especially for governmental bodies. Opinions of past, or current, project sponsors regarding the candidate's general ability or performance in projects.	Tab 3 and 4	20
Conflict of Interest	No unresolvable conflict of interest (according to government policies and definitions)	Tab 5	10
Past Claims	Past claims of Errors and Omissions and how they were resolved.	Tab 6	10
Location	Location of firm's office in reference to the City of Fort Pierce.	Tab 7	10
		Total	**100**

5.2 EVALUATION METHODOLOGY

A Selection/Negotiation Committee (SNC) shall be responsible for short-listing the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. In addition, interviews and presentations may be scheduled. The Selection Committee may expressly request such information to remedy any incomplete response but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

For project specific RFQ's, staff reserves the right to negotiate an agreement with the selected firms individually based upon ranking to reach an agreement; for continuing services type agreements, the SNC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the City Commission for award.

The City reserves the right to award single or multiple contracts if it is deemed to be in the best interest of the City. The City also reserves the right to reject any and all qualifications proposals. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the City to best serve the public interest of the City.

The City may act only through the City Commission. The proposer may not rely on any representations by the City other than as approved by official action of the City Commission. **The Submittal Package (or sections thereof) of the successful respondent(s) may be incorporated in any Contract that ensues.**

6. REJECTION CRITERIA

Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

- Not all questions, instructions, and forms in the Qualification package have been properly completed;
- The RFQ response is found to have concealed or contained false and/or misleading information;
- The City did not receive the RFQ package prior to the submittal deadline;
- Your firm is not licensed with the Florida Secretary of State to do business in Florida. You must submit a State of Florida Certificate of Status for your firm;
- All forms included with the application were not signed and/or submitted;
- The Qualification package signature page is not properly executed; and/or
- Completed Project Specific Reference forms are not returned with proposal.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSALS

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that proposals be no more than 150 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in the proposal to specific requirements stated herein or through the RFQ.

The complete proposal shall contain the following information and shall be submitted in the order shown below. Please address each section in your proposal submission and divide each section of your proposal, with identifying tabs.

SELECTION CRITERIA

Engineering firms desiring to be considered for a contract to perform services for and on the behalf of the City of Fort Pierce must provide information and documentation for each of the following:

- Evidence of license to perform professional engineering services in the State of Florida.
- Evidence of FDOT Qualified Consultant with related LAP training, if applicable.
- Willingness to meet time and budget constraints.
- Documentation on whether the firm is certified as a Minority Business Enterprise and documentation that the firm is an Equal Opportunity Employer.
- Provide a list of projects, large and small, presently under contract with location, description of services, construction cost estimate, schedule commitments, client names, and developer, if applicable.
- List of design projects, large and small, completed within the last two (2) years, to include FDOT projects, with location, description of services, project schedule compliance, final construction cost, client names and Project Managers.
- How familiar the firm is with the City of Ft. Pierce and FDOT projects in relation to project design requirements, standards and the approval process.
- Location of the firm’s office in reference to the City of Fort Pierce
- Client references for projects completed.
- Description of the firm’s professional credentials and experience of individual staff members that will be assigned to projects.

TAB 1: Executive Summary

An overview of how you plan to provide services based on the evaluation criteria and specifications listed in this Request for Qualifications, and why you should be selected for this opportunity.

TAB 2: Qualifications/ Key Personnel

Qualifications

a. Company Information.
b. A brief company history.
c. Number of years your organization has been in business as a provider of the services you are proposing to offer under this solicitation.
d. Number of years your organization has been in business under its present business name.
e. Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.
f. Experience of your company or firm with the services, products or combination thereof as stated in the scope of work or specification contemplated under this RFQ.
g. Elaborate brochure and presentation aids beyond those necessary to communicate the substance of the proposal are discouraged.

Key Personnel

For the key individuals who will be providing professional services offered in response to this solicitation, in your submittal, provide a listing of the key individuals to include the name, title, qualifications, and experience in the area(s) of service(s) that they will be providing. Include certifications and licensing. Resume may be included as key personnel qualification sheets are limited to 1 page per employee. Max number of key personnel is ten.

1. Provide organizational plan for management of project(s), including:
    a. The proposed relationship between key members and support staff and access of work each will be responsible for performing.

2. Identify all sub-consultants and sub-contractors authorized to be used for the work.
    a. Provide a brief narrative for each sub-consultant/sub-contractor and the work experience, field(s) of specialization, education, and certifications for key members.

TAB 3: Past Projects (Include similar projects)/References

1. In comparing previous similar projects your organization is involved with or has completed, do you see any areas where your organization possesses unique experience, resources, product offerings, personnel or other service reputation that should be considered with your ability to provide timely quality products or services for the City of Fort Pierce?
2. Number and size of relevant projects currently being performed, personnel assigned to and stage of completion of such project, status of each project relative to completion schedule.
3. Provide a description and dollar amount of any and all projects, which have been done, or currently being done during the past five (5) years for the City of Fort Pierce.

TAB 4: References

1. Provide a minimum of three (3) references which will subsequently be contacted by the City of Fort Pierce. Your references should include the following information:

a. Name of reference organization
b. Contact person
c. Phone number
d. Email address

2. You may also include letters of recommendation by other references in this tab as well as any outstanding accomplishments of the firm that relates to the specific services being sought.

TAB 5: Conflict of Interest

No unresolvable conflict of interest (according to government policies and definitions).

TAB 6: Past Claims

Past claims of Errors and Omissions and how they were resolved.

TAB 7: Location

Location of Consultant's corporate headquarters and location of the office(s) where the work will be produced.

TAB 8: Required Forms

The completed forms in Section VI, Required Forms.

SECTION VI
REQUIRED FORMS

SUMMARY OF REQUIRED FORMS

Form No. 1 – Drug Free Workplace Certification (1 page)
The form may be used as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with your RFQ package. If your company has a Program, sign and return the form.

Form No. 2 – Non-Collusive Form (1 page)
Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

Form No. 3 – Public Entity Crimes (2 pages)
A person or affiliate who has been placed on the convicted ENGINEER list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted ENGINEER list.

Form No. 4 – Scrutinized Companies Certification (1 page)
Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form No. 7 – E=Verify Affidavit
Consultants: 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 Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

Form No. 6 – References
As per Tab No. 5, page 23

Form No. 7 – W-9 Taxpayer Identification Number
This form shall be complete and returned with your submittal.

DRUG~FREE WORKPLACE FORM

The undersigned ENGINEER in accordance with Florida Statute 287.087 hereby certified that

_____ 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 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 employees community, by any employee who is so convicted.

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

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

_____
Proposer's Signature

_____
Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF_____

COUNTY OF _____

_____, being first duly sworn, deposes and says:

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

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

_____
(Firm Name)

By: _____

Title:_____

Subscribed and sworn to before me this _____

day of , _____2025.

_____
Notary Public

My Commission expires: (Seal)

_____

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 by City of Fort Pierce
(Print name of the public entity).

by_____
(Print individual's name and title)

for_____

whose business address is_____

(If applicable) its Federal Employer Identification Number (FEIN) is_____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. 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.

3. 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.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

   b. 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. I understand that a "person" as defined in Paragraph 287.133(1)(c), 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.

5. 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 submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor 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, member, or agents who are active in management of the entity, or an 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 its officers, directors, executives, partners, shareholders, employees, member, 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. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted ENGINEER list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 F THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

_____
(Date)

STATE OF _____

COUNTY OF_____

PERSONALLY APPEARED BEFORE ME, the undersigned authority_____
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day_____ of _____ , 20____.

_____
(NOTARY PUBLIC)

My Commission Expires: _____

E-VERIFY
AFFIRMATION STATEMENT

Description: Professional Engineering Services

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____
Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this ___ day of _____, 20____ by _____, who is

□ personally known or □ produced identification (ID produced: _____).

Signature: _____ (Seal)

NOTARY PUBLIC

My Commission Expires: _____

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name:_____

Respondent's Authorized Representative Name and Title: _____

_____

Address:_____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN:_____

Email Address: _____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent ENGINEER Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

REFERENCES

RFQ NO. 2025-022
PROFESSIONAL ENGINEERING SERVICES

Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	

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)

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.)

Requester's name and address (optional)

City, state, and ZIP code

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

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 ▶ Date ▶

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 CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer 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 Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Is Request for Qualifications cover page (page 1) completed, signed and attached?		
Include proof of proper insurance as stated in bid documents.		
Are all of the Required forms complete and included?		
Is each Addendum (when issued) signed and included?		
Have you checked your proposal for proper organization, tabs are correct?		
Are you in compliance with the page limitations?		
Hard Copy Submissions. Confirmation of one (1) original and one (1) copy on USB Drive.		
Did you submit your proposal electronically?		
Have you made sure your corporate address matches your Sunbiz information ?		
Are you registered on Demandstar to received addendums		
Have all areas of the RFQ forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable?		

PLEASE SIGN AND RETURN WITH BID_____

Cumulative Evaluation Matrix
RFQ No. 2025-022
Professional Engineering Services

						TOTAL SCORES
Avirom & Associates, Inc.						153
Barnes, Venetia		Telle, Tracy		Zrallack, Mark		
TOTAL SCORE	47	**TOTAL SCORE**	24	**TOTAL SCORE**	82	
Captec Engineering, Inc.						273
Barnes, Venetia		Telle, Tracy		Zrallack, Mark		
TOTAL SCORE	91	**TOTAL SCORE**	87	**TOTAL SCORE**	95	
Carter Associates, Inc., an LJA Company						239
Barnes, Venetia		Telle, Tracy		Zrallack, Mark		
TOTAL SCORE	65	**TOTAL SCORE**	87	**TOTAL SCORE**	87	
Consor North America, Inc.						249
Barnes, Venetia		Telle, Tracy		Zrallack, Mark		
TOTAL SCORE	74	**TOTAL SCORE**	84	**TOTAL SCORE**	91	
CPH Consulting, LLC						227
Barnes, Venetia		Telle, Tracy		Zrallack, Mark		
TOTAL SCORE	78	**TOTAL SCORE**	64	**TOTAL SCORE**	85	
Craig A. Smith & Associates, LLC						202
Barnes, Venetia		Telle, Tracy		Zrallack, Mark		
TOTAL SCORE	60	**TOTAL SCORE**	59	**TOTAL SCORE**	83	
Culpepper & Terpening, Inc						279
Barnes, Venetia		Telle, Tracy		Zrallack, Mark		
TOTAL SCORE	94	**TOTAL SCORE**	89	**TOTAL SCORE**	96	
Dredging & Marine Consultants, LLC						220
Barnes, Venetia		Telle, Tracy		Zrallack, Mark		
TOTAL SCORE	75	**TOTAL SCORE**	53	**TOTAL SCORE**	92	
DRMP, Inc						226
Barnes, Venetia		Telle, Tracy		Zrallack, Mark		
TOTAL SCORE	68	**TOTAL SCORE**	75	**TOTAL SCORE**	83	
F&J Engineering Group, Inc						227
Barnes, Venetia		Telle, Tracy		Zrallack, Mark		
TOTAL SCORE	73	**TOTAL SCORE**	66	**TOTAL SCORE**	88	
Florida Technical Consultants, LLC						138
Barnes, Venetia		Telle, Tracy		Zrallack, Mark		
TOTAL SCORE	44	**TOTAL SCORE**	24	**TOTAL SCORE**	70	
Graef-USA Inc						221
Barnes, Venetia		Telle, Tracy		Zrallack, Mark		
TOTAL SCORE	60	**TOTAL SCORE**	76	**TOTAL SCORE**	85	

Top Respondents		SCORE
1	**Culpepper & Terpening, Inc**	279
2	**Kimley-Horn and Associates, Inc.**	275
3	**Captec Engineering, Inc.**	273
4	**WGI, Inc.**	260
5	**Consor North America, Inc.**	249
6	**WSB, LLC**	240
7	**Marlin Engineering, Inc.**	240

CRITERIA	POINTS
Executive Summary: The degree to which the consultant demonstrates an understanding of the history, user needs and technical aspects of the RFQ, the degree of responsiveness of the proposal to the RFQ requirements and the probable effectiveness of the proposed program.	20
Qualifications of Company / Key Personnel: The consultant's ability to show: state-of-the-art creativity and practicality in attempting to meet the objectives of this request, in a timely manner; specific personnel capabilities (training and experience); communication skills, and commitment to a program of quality assurance.	30
Past Projects / References: History of demonstrated compliance with agreed upon milestones, budgets, and the ability to work in a multi-disciplinary mode, especially for governmental bodies. Opinions of past, or current, project sponsors regarding the candidate's general ability or performance in projects.	20
Conflict of Interest: No unresolvable conflict of interest (according to government policies and definitions)	10
Past Claims: Past claims of Errors and Omissions and how they were resolved.	10
Location: Location of firm's office in reference to the City of Fort Pierce.	10

Cumulative Evaluation Matrix
RFQ No. 2025-022
Professional Engineering Services

Gulstream Design Group, LLC						198
Barnes, Venetia		Telle, Tracy		Zrallack, Mark		
TOTAL SCORE	65	**TOTAL SCORE**	56	**TOTAL SCORE**	77	

JMT, Inc						237
Barnes, Venetia		Telle, Tracy		Zrallack, Mark		
TOTAL SCORE	78	**TOTAL SCORE**	69	**TOTAL SCORE**	90	

Kimley-Horn and Associates, Inc						275
Barnes, Venetia		Telle, Tracy		Zrallack, Mark		
TOTAL SCORE	92	**TOTAL SCORE**	91	**TOTAL SCORE**	92	

Marlin Engineering, Inc						240
Barnes, Venetia		Telle, Tracy		Zrallack, Mark		
TOTAL SCORE	85	**TOTAL SCORE**	67	**TOTAL SCORE**	88	

SurvTech Solutions, Inc						177
Barnes, Venetia		Telle, Tracy		Zrallack, Mark		
TOTAL SCORE	60	**TOTAL SCORE**	30	**TOTAL SCORE**	87	

Water Resources Management Associates, Inc						237
Barnes, Venetia		Telle, Tracy		Zrallack, Mark		
TOTAL SCORE	70	**TOTAL SCORE**	81	**TOTAL SCORE**	86	

WGI, Inc						260
Barnes, Venetia		Telle, Tracy		Zrallack, Mark		
TOTAL SCORE	87	**TOTAL SCORE**	86	**TOTAL SCORE**	87	

WSB, LLC						240
Barnes, Venetia		Telle, Tracy		Zrallack, Mark		
TOTAL SCORE	69	**TOTAL SCORE**	81	**TOTAL SCORE**	90	

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

Meeting Date: 08/18/2025

Re: City Clerk Salary Increase

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of salary increase for Linda Cox, City Clerk, discussed at the August 11, 2025 City Commission Budget Workshop for a new annual salary in the amount of $145,000.00 effective October 1, 2025; said annual salary to be inclusive of the 5% cost of living increase being provided to City employees effective October 1, 2025.

SUMMARY:

During the July 14, 2025 City Commission day meeting, the Mayor and City Commission conducted the annual performance evaluation of City Clerk Linda Cox. At that meeting, the Mayor and City Commission proposed a salary increase for the City Clerk, however they determined additional information and discussion was needed. At the July 21, 2025, the Mayor and City Commission reached consensus that an annual salary of $160,000.00 was appropriate, the salary would include the 5% cost of living increase being proposed for city employees, and would be effective October 1, 2025. At the August 4, 2025 City Commission meeting, the commission decided to re-evaluate the $160,000 salary; at the August 11, 2025 budget workshop, they agreed by consensus to a new salary of $145,000.00, inclusive of the 5% cost of living increase to be effective October 1, 2025.

RECOMMENDATION:

Approve increase.

ALTERNATIVES:

Reconsider increase.

RESPONSIBLE STAFF:

Mayor and City Commission directed.

COORDINATED WITH:

n/a

Fiscal Impact

OTHER INFORMATION:

Increase in payroll expense to the City Clerk budget.

Form Review

Form Started By: Linda Cox Started On: 07/23/2025 03:17 PM

Final Approval Date: 08/11/2025

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

Meeting Date: 08/18/2025

Re: Police Chief Status

Submitted For: Richard Chess, City Manager, City Manager

SUBJECT:

Approval of the change of status for Robert Ridle from Acting Chief of Police to Interim Chief of Police effective August 18, 2025.

SUMMARY:

The last day of employment for Chief Diane Hobley-Burney is August 18, 2025, therefore Acting Chief Ridle status needs to be changed to Interim Chief.

RECOMMENDATION:

Approve request.

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Richard Chess

COORDINATED WITH:

n/a

Form Review

Form Started By: Linda Cox Started On: 08/12/2025 02:04 PM

Final Approval Date: 08/12/2025

City Commission Regular Meeting - 5:05 PM **12. A.**

Meeting Date: 08/18/2025

Re: Conditional Use - Aspatria College - 1404 S. 28th Street

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use, with No New Construction by Aspatria Instittute d/b/a Aspatria College, located at 1404 S. 28th Street, Parcel Control Number: 2417-510-0025-000-3.

SUMMARY:

Project#: PZCON2025-00003
A ‘conditional use: no new construction’ application has been submitted for review, proposing to operate Aspatria College at 1404 S. 28th Street. The two (2) story building offers multiple classroom and training lab options.

The property is in the C-3, General Commercial zoning district and has a Future Land Use designation of GC, General Commercial.

According to Article 5: Section 125-325, the purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relations to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare.

RECOMMENDATION:

Staff’s recommendation is for City Commission to Approve the conditional use application with the following two (2) conditions:
1. Sign permits should be applied for prior to the issuance of CO
2. A notarized Landscape Maintenance Agreement is due prior to the issuance of CO

ALTERNATIVES:

1. Recommend approval with additional and/or modified conditions
2. Recommend disapproval

RESPONSIBLE STAFF:

Kerry C. Driver - Senior Planner

COORDINATED WITH:

1. Technical Review Committee
2. Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
Staff Report
Applicant File
Staff Supporting Documents
Site Plan for Signing
Public Notice
Applicant Presentation
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/30/2025 08:56 AM

Form Started By: Kerry Driver
Started On: 07/24/2025 01:18 PM
Final Approval Date: 07/30/2025

CITY OF FORT PIERCE

CITY COMMISSION

August 18th, 2025

Aspatria Institute d/b/a Aspatria College
1404 S. 28th Street
Conditional Use

APPLICANT

Gildardo Rodelo

PROPERTY OWNER(S)

Fort Pierce Real Estate Properties Inc

Jose Garcia

PARCEL ID #(S):

2417-510-0025-000-3

0.68 +/- acres



SUMMARY

A ‘conditional use: no new construction’ application has been submitted for review, proposing to operate medical college, Aspatria College at 1404 S. 28th St.





FUTURE LAND USE

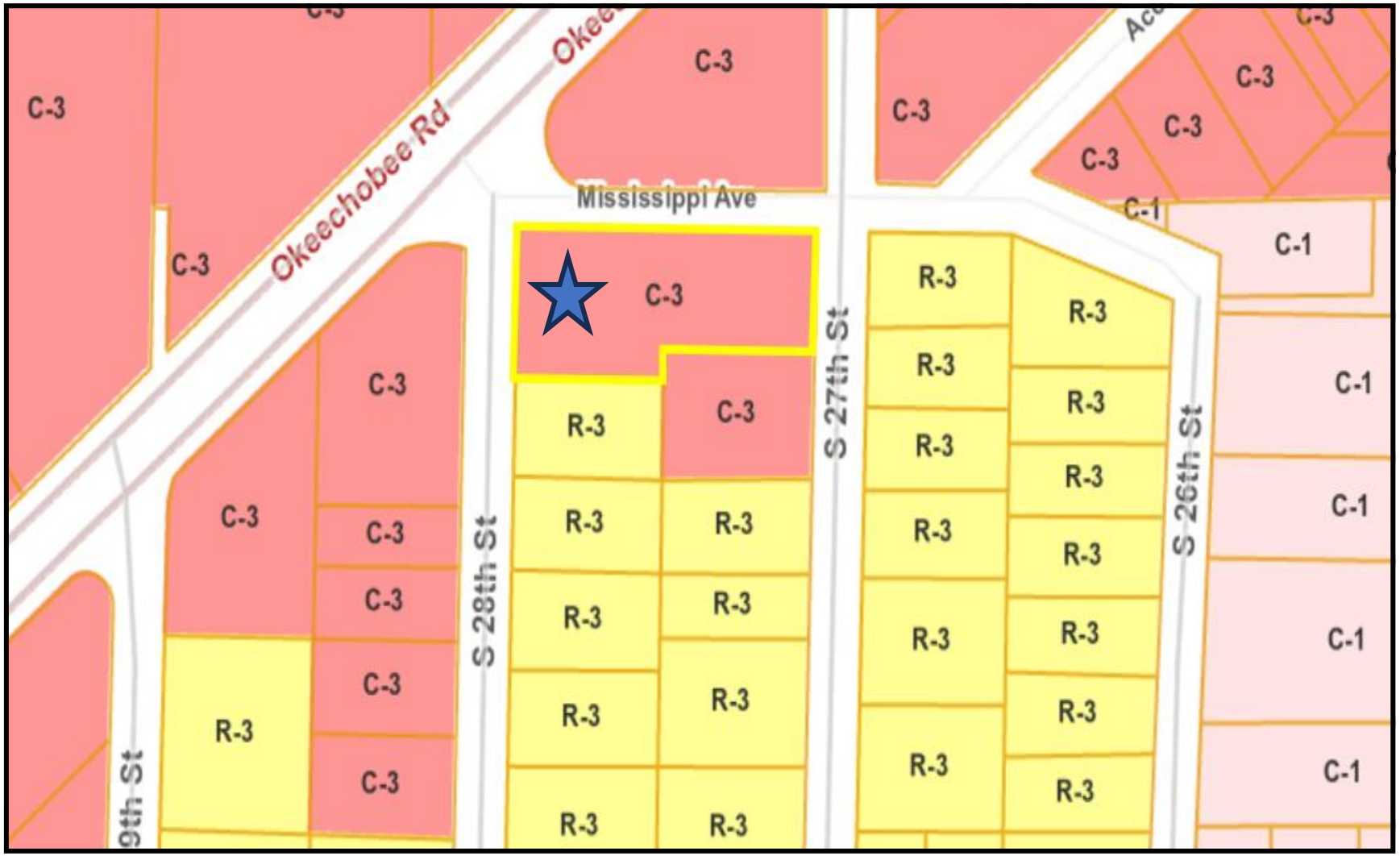
FLU: GC,
General Commercial



Aspatria Institute d/b/a Aspatria College - 1404 S. 28th Street – Conditional Use

ZONING

Zoning: C-3, General Commercial



Aspatria Institute d/b/a Aspatria College - 1404 S. 28th Street – Conditional Use

CONDITIONAL USE

Article V: Section 125-325

The purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare.

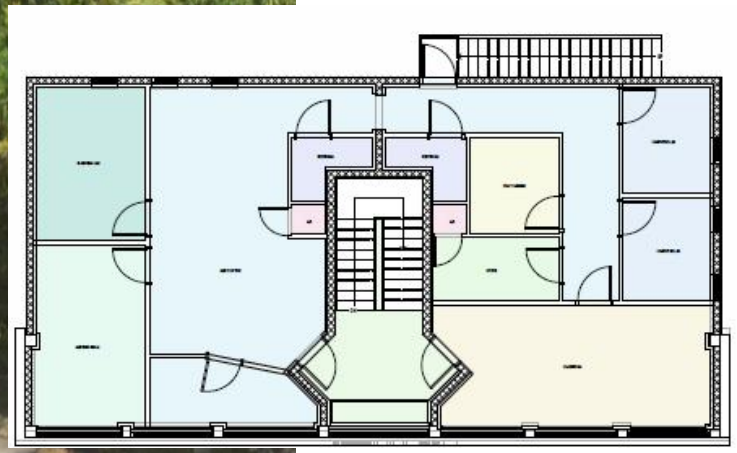
Sec. 125-187

ZONING DISTRICT	E1	E2	E3	R1	R2	R3	R4	R4A	R5	C1	C2	C3
Educational Facilities												
-College or University	-	C	C	C	C	C	C	C	C	C	C	C
-Elementary, Middle or High School	C	C	C	C	C	C	C	C	C	C	C	C
-Marine Research/Education Facilities	-	-	-	-	-	-	-	-	-	-	-	-

EXISTING BUILDING







Aspatria Institute d/b/a Aspatria College - 1404 S. 28th Street – Conditional Use

BUILDING w/ Signage /OPERATION DETAILS

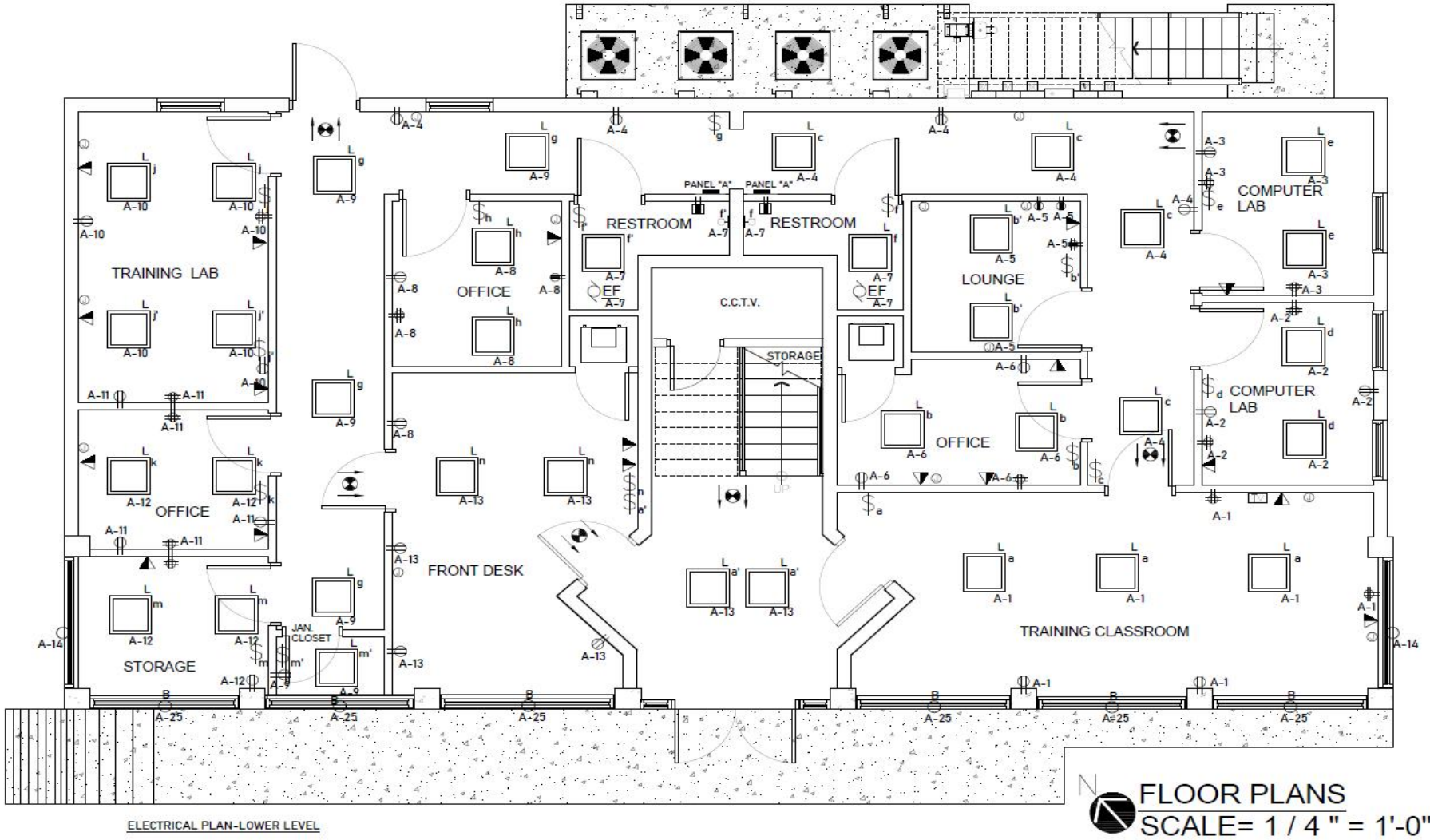




- 8a-10p (Mon.-Sat.)
- Staff: 2 Part time Instructors
  - 2 Full time Employees
- Age Group: 17-55 yrs old
- Classroom method: Hybrid
- Diploma Programs
  - MA (Medical Assistant)
  - HHA (Home Health Aide)
  - Phlebotomy
- Associate of Science
  - MA (Medical Assistant)
  - BA (Business Administration)
  - HSM (Health Service Management)

Aspatria Institute d/b/a Aspatria College - 1404 S. 28th Street – Conditional Use

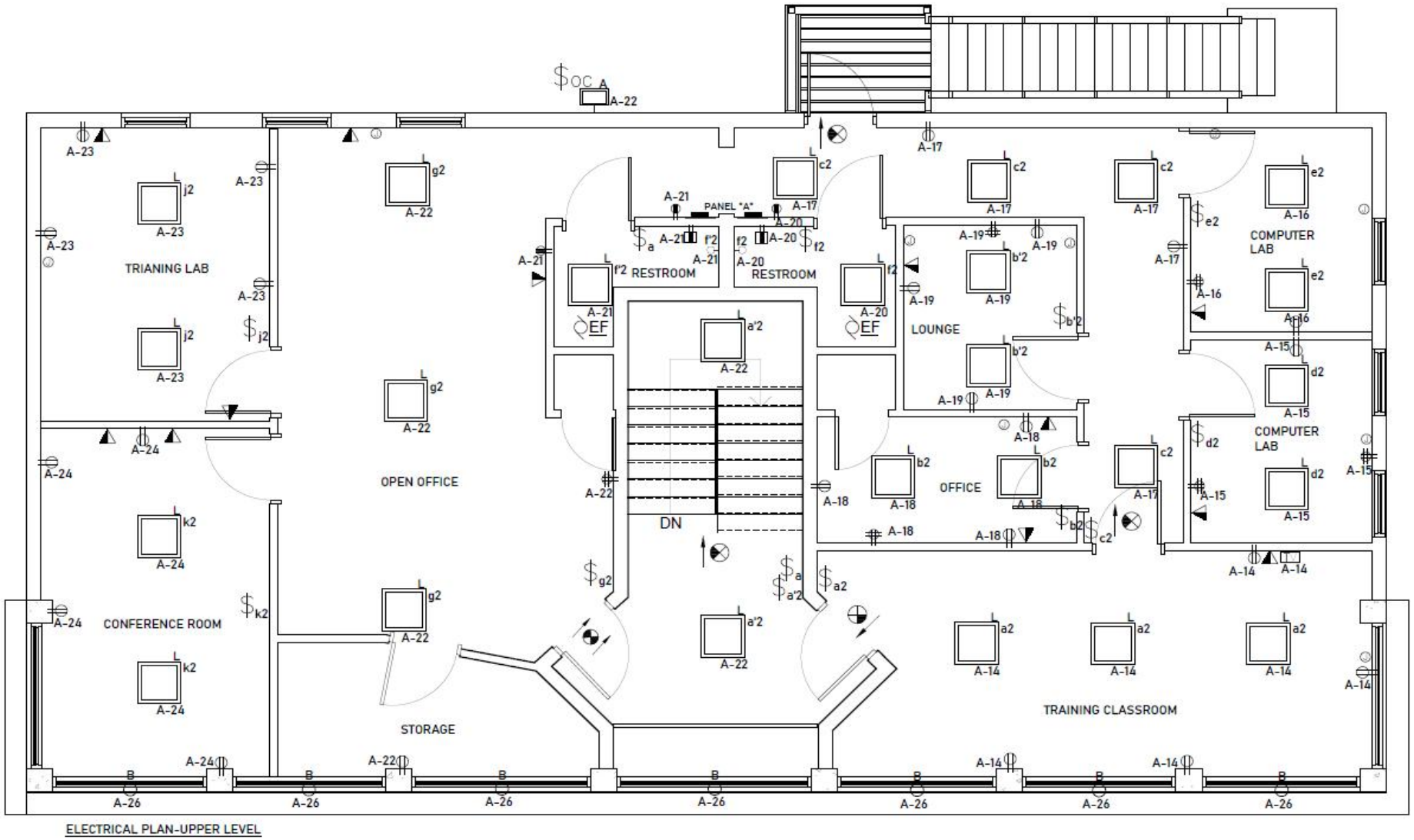
EXISTING FLOOR PLAN lower level



- 2 comp. labs
- 2 training labs/clsrms
- Restrooms
- Lounge
- 3 offices
- Front desk
- storage

Aspatria Institute d/b/a Aspatria College - 1404 S. 28th Street – Conditional Use

EXISTING FLOOR PLAN cont'd: upper level



- 2 comp. labs
- 2 training labs/clsrms
- Restrooms
- Lounge
- 3 offices
- Front desk
- storage

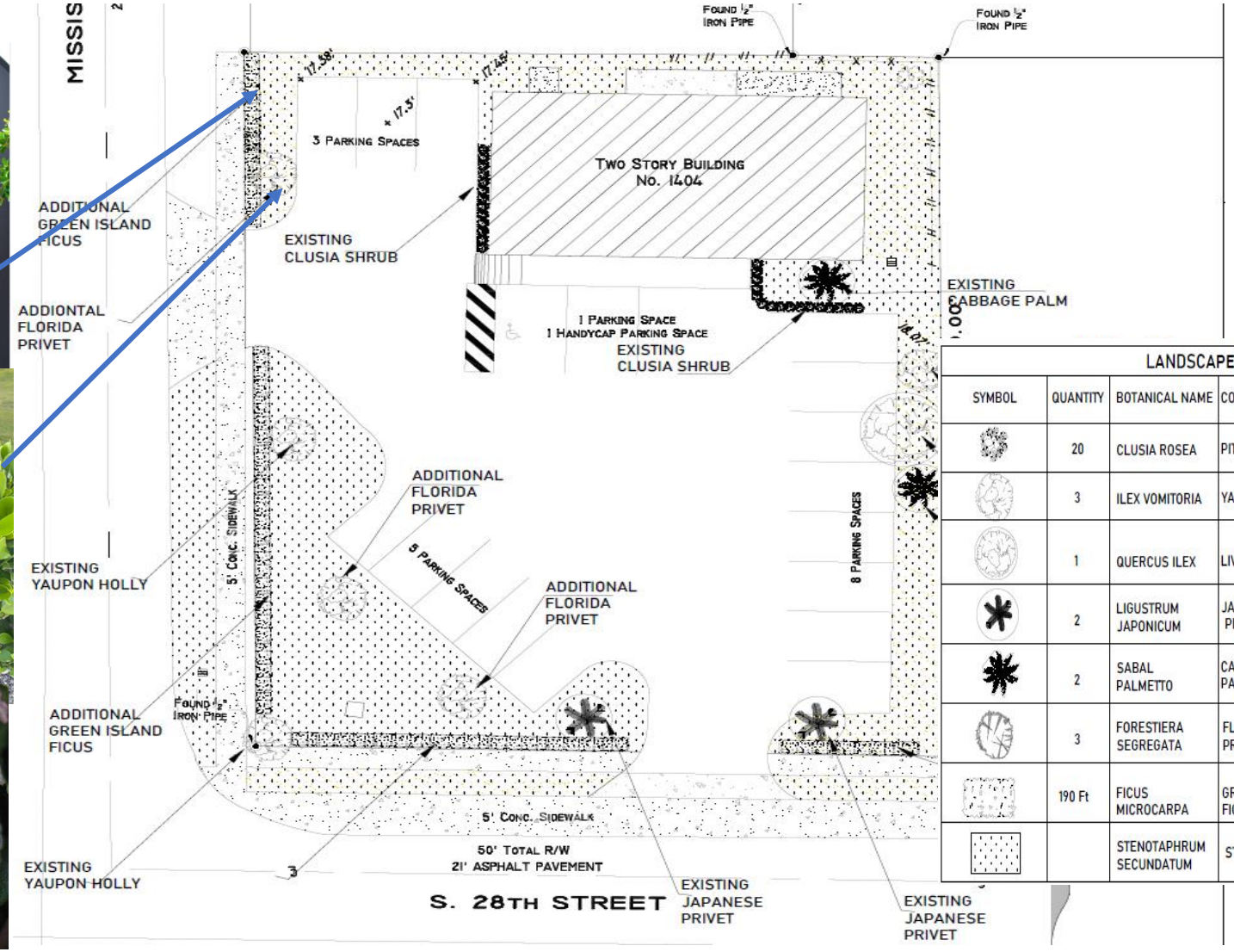
***no demolition plans**

LANDSCAPE PLAN











LANDSCAPE MATERIAL SCHEDULE

SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	NATIVE		STATUS	HGT
				YES	NO		
	20	CLUSIA ROSEA	PITCH APPLE	x		EXISTING	2.5'-5'
	3	ILEX VOMITORIA	YAUPON HOLLY	x		EXISTING	5'-8'
	1	QUERCUS ILEX	LIVE OAK	x		EXISTING	12'
	2	LIGUSTRUM JAPONICUM	JAPANESE PRIVET		x	EXISTING	8'-12'
	2	SABAL PALMETTO	CABBAGE PALM	x		EXISTING	15'
	3	FORESTIERA SEGREGATA	FLORIDA PRIVET	x		NEW	10'-15'
	190 Ft	FICUS MICROCARPA	GREEN ISLAND FICUS		x	NEW	3-5'
		STENOTAPHRUM SECUNDATUM	ST. AGUSTINE	x		EXISTING	

Aspatria Institute d/b/a Aspatria College - 1404 S. 28th Street – Conditional Use

RECOMMENDATION

At the July 14, 2025, Planning Board meeting, the board voted unanimously to approve the conditional use application with the two (2) conditions:

1. Sign permits should be applied for prior to the issuance of CO
2. A notarized Landscape Maintenance Agreement is due prior to the issuance of CO

Staff's recommendation is for City Commission to **Approve** the conditional use application.

ALTERNATIVE RECOMMENDATION

1. Recommend Approval with additional and/or modified conditions.

2. Recommend Disapproval.

CITY OF FORT PIERCE

CITY COMMISSION

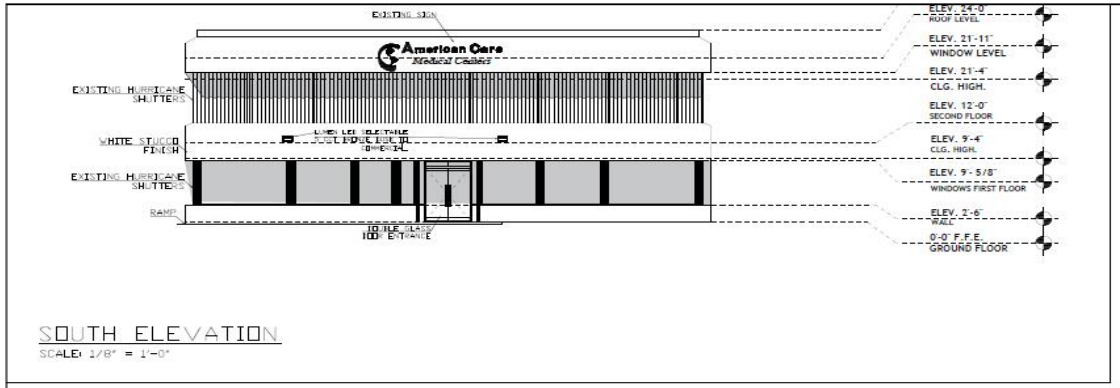
August 18th, 2025

Aspatria Institute d/b/a Aspatria College

1404 S. 28th Street

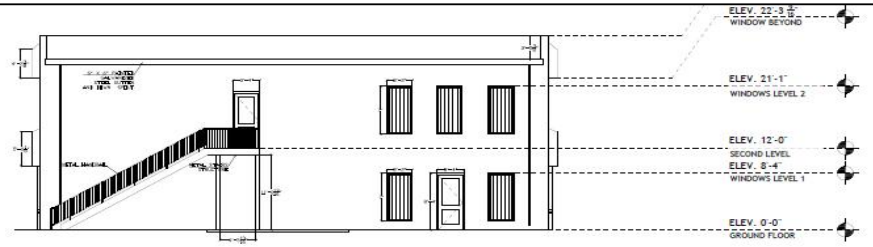
Conditional Use

EXTERIOR ELEVATIONS



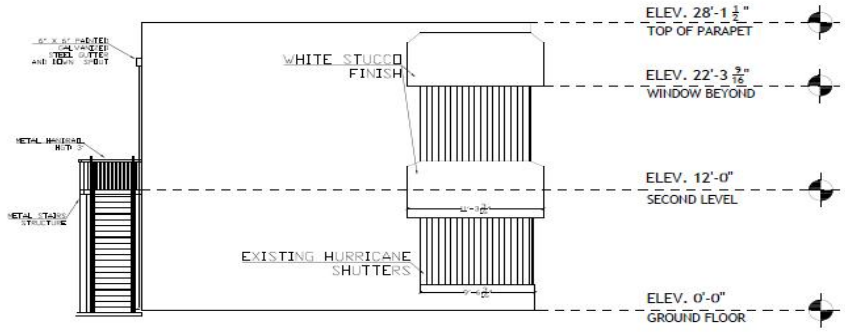
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



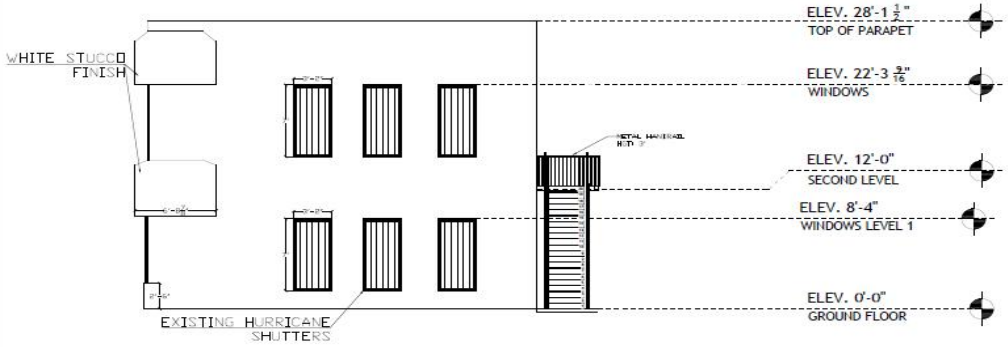
NORTH ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

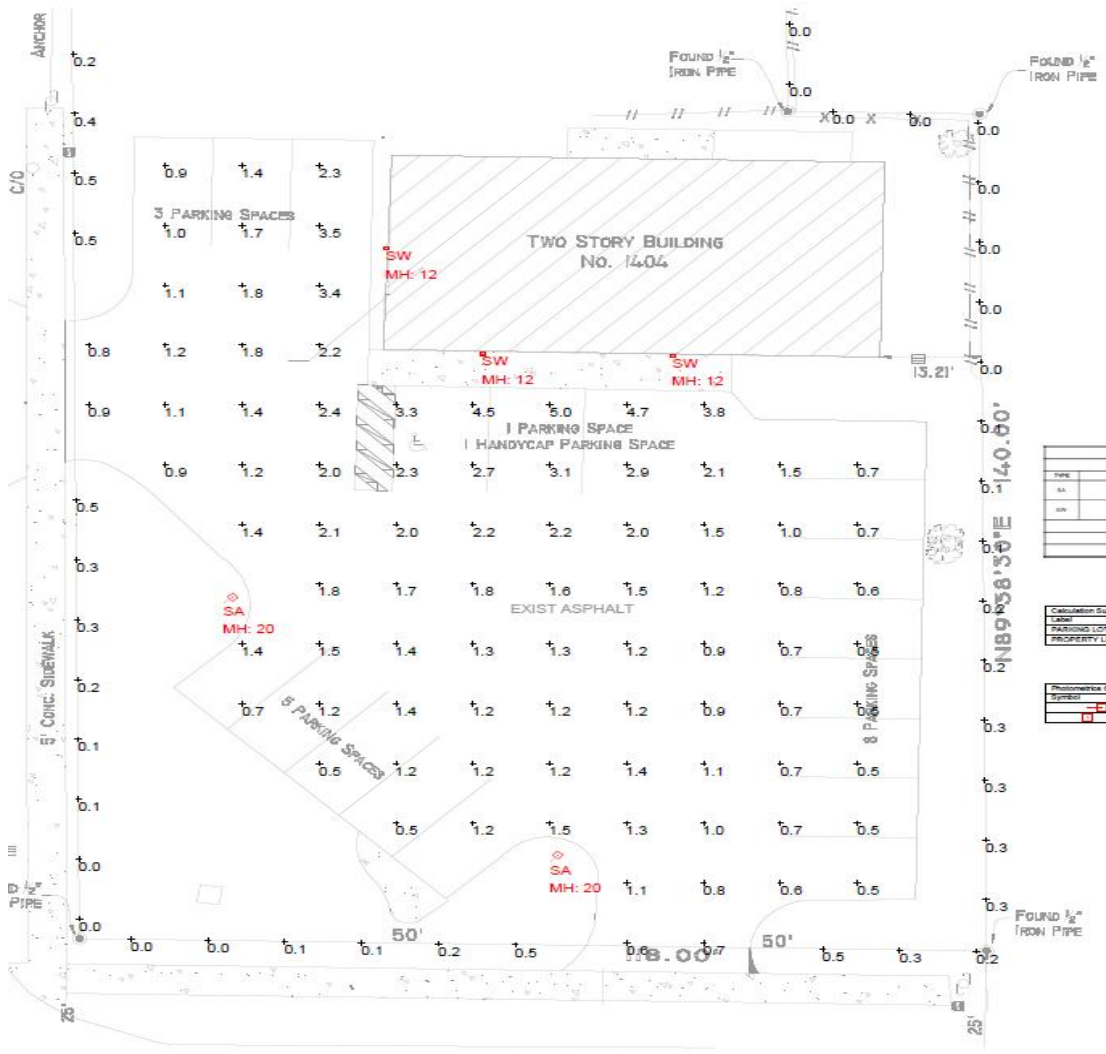
SCALE: 3/16" = 1'-0"



WEST ELEVATION

SCALE: 3/16" = 1'-0"

LIGHTING PLAN



AMERICAN CARE MEDICAL CENTER

LIGHTING FIXTURE SCHEDULE

TYPE	DESCRIPTION	MFR	CATALOG NUMBER	VOLTS	LAMP COLOR/TYPE	LUMENS	WATTS	DRIVER	MOUNTING	REMARKS
SA	SITE LUMINAIRE	MCGRAW-EDISON	GALWSR1A-740-U-TBM-FINISH-I-SSA1000LDX	208V	LED-4000K	4736	31W	0.10V	20' POLE	NOTE 1
SW	WALL PACK	MCGRAW-EDISON	GWC-SSA1A-740-U-TBFT-FINISH	208V	LED-4000K	5000	34W	0.10V	WALL	

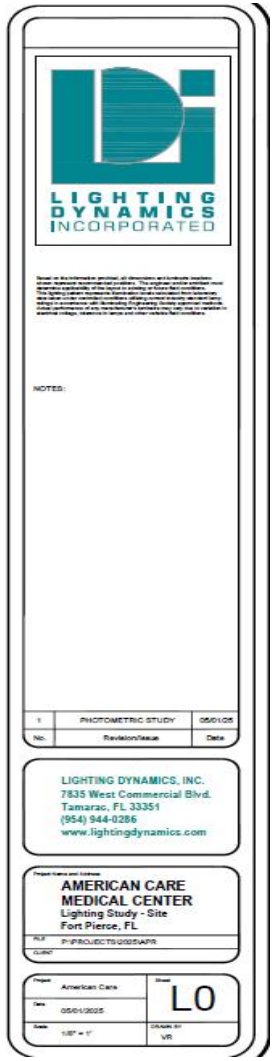
FIXTURE SCHEDULE NOTES

NOTE 1: FIXTURE MOUNTED ON 20' VALMONT DIRECT BURIAL POLE MODEL # 1998-4000HTE - COOPER FINISH

FOR QUESTIONS PERTAINING TO THIS FIXTURE SCHEDULE PLEASE CONTACT EMROE I. AT LIGHTING DYNAMICS "EMROE@LIGHTINGDYNAMICS.COM" <EMROEV@LIGHTINGDYNAMICS.COM>

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING LOT	Illuminance	Fc	1.62	5.0	0.5	3.24	10.00
PROPERTY LINE	Illuminance	Fc	0.10	0.5	0.0	N.A.	N.A.

Photometrics Calculation Software Generated Luminaire Schedule								
Symbol	Qty	Label	Arrangement	LLF	Lum. Lumens	Lum. Watts	Arr. Lum. Lumens	Arr. Watts
	5	SA	Single	0.900	4736	30.9	4736	30.9
	3	SW	Single	0.900	5000	34	5000	34



Aspatria Institute d/b/a Aspatria College - 1404 S. 28th Street – Conditional Use

INFORMATION POSTER



ASPATRIA INSTITUTE

EMPOWERING YOU FOR A FULFILLING CAREER

Organizational Structure

Aspatria Institute, Inc., is a Florida Corporation doing business in the State of Florida. Aspatria Institute is licensed by the Commission for Independent Education, Florida Department of Education.

Our Mission Statement

We're dedicated to providing an education that leads to meaningful employment and opportunities. We support individuals in local communities by inviting students to participate in an online experience that provides intellectual challenge, academic enrichment, and career development, coupled with an onsite work environment learning experience.

Programs Offered

Schedules

Day Shift → 8:00am – 1:00pm (Monday – Friday)
Evening Shift → 6:00pm – 10:00pm (Monday – Friday)
Externship Site Schedule – 8:00am – 7:00pm (Monday – Saturday)

Diploma Programs
Method of Delivery: Hybrid

Medical Assistant:
Timeframe: 1300 Clock hours
Home Health Aide:
Timeframe: 165 Clock hours
Phlebotomy:
Timeframe: 165 Clock hours

Associate of Science
Method of Delivery: Online & Hybrid

Medical Assistant:
Timeframe: 71 credits
Business Administration:
Timeframe: 60 credits
Health Service Management:
Timeframe: 60 credits
Business Administration:
Timeframe: 60 credits

Limited Enrollments (20) Per Quarter

Aspatria Institute d/b/a Aspatria College - 1404 S. 28th Street – Conditional Use

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Richard Chess, MBA, City Manager
THROUGH:	Kevin Freeman, Planning Director
FROM:	Kerry C. Driver, Senior Planner
RE:	**Conditional Use: No New Construction** **1404 S. 28th Street**
BOARD DATE:	August 18, 2025

STAFF REPORT

Owner:	Jose Garcia Fort Pierce Real Estate Properties, Inc.
Applicant:	Gildardo Rodelo American Care 1120 Carlton Ave. Lake Wales, FL 33853
Applicant's Request:	Approval of Conditional Use: No New Construction
Location(s):	1404 S. 28th Street
Parcel ID:	2417-510-0025-000-3
Future Land Use:	General Commercial (GC)
Current Zoning:	C-3, General Commercial

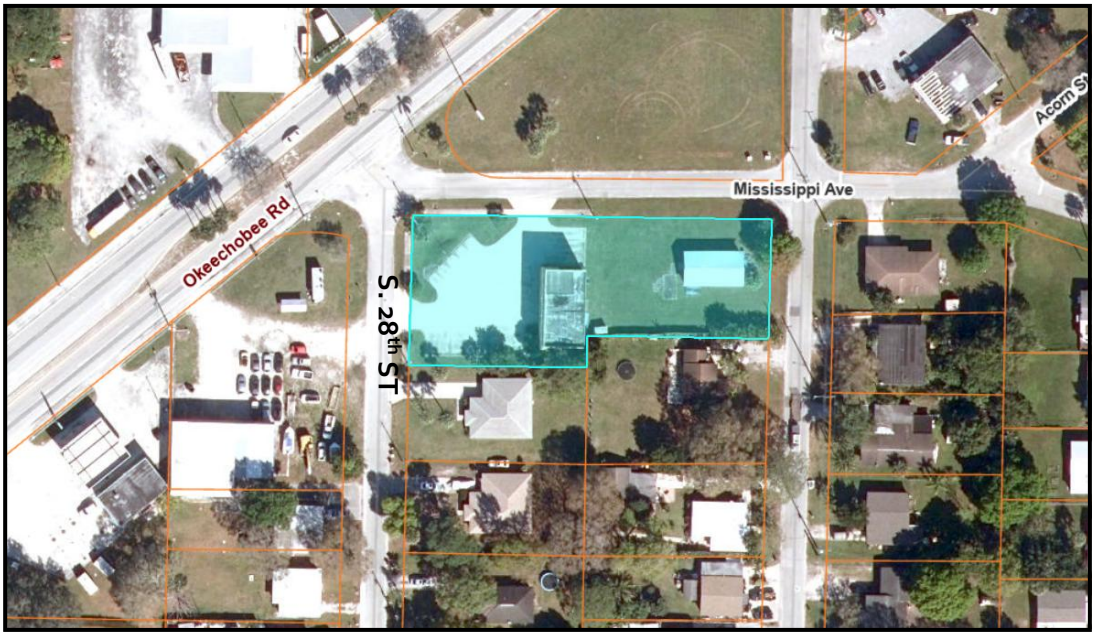
Surrounding FLU:

Surrounding Zoning:

North	East	South	West
RL	RL/GC	GC	GC

North	East	South	West
R-3	R-3/C-3	C-3	C-3

Utilities: FPUA



Site Location: Corner of S. 28th ST and Mississippi Ave**.**

Site Area: 0.68 acres

Staff Analysis:

Request

In accordance with Article V Sections 125-235 of the City Code, the applicant is requesting the review and approval of Conditional Use- No New Construction to open and operate medical college, Aspatria College.

Future Land Use & Zoning

The General Commercial (GC) future land use designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting

major roadway corridors with higher intensity near major intersections. Residential uses may comprise up to 20 percent of the total floor area of the General Commercial future land use designation.

The subject site has a zoning district classification of the General Commercial (C-3) district which is primarily intended for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. Compared to the C-4 zone, this district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead, it should promote concentrations of commercial activities.

Conditional Uses

According to Article V, Sec. 125-235, the purpose of the conditional use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as tot number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare. Staff have reviewed and consider that the application meets the requirements of Article V, Sec. 125-235 of City Code and is further considered to be in keeping with the commercial uses promoted by the C-3 zoning district.



Design Review

This is a 4,026 sq. ft, 2-story building constructed in 1986 with mirrored layouts on both floors. The applicant is proposing to utilize the existing 1,890 square feet building as-is. The proposal will not demolish or expand the current building's footprint, and the façade will remain as existing. The previous use of the building was as a Medical Center and will accommodate the proposed computer labs, training labs and classrooms, office space, a front desk area and lounge rooms.

Parking

The property has 18 parking spaces and 1 ADA parking space for the employees and staff. The use proposes hybrid (in-person or remote) classes, which will reduce the demand and number of cars throughout

business hours.

Landscaping
In addition to the current landscape, the applicant proposes adding three (3) additional trees (Green Island Ficus) and up to 15ft. of Florida Privet shrubs. A landscape maintenance agreement must be notarized and signed prior to the issuance of certificate of occupancy.

Traffic Impact Statement
The proposal is considered to be exempt from a traffic impact concurrency study under Sec. 105-6. Concurrency Assessment (b)(1) c. In that there is no additional impact of the proposed conditional use upon public facilities. A Certificate of Exemption is granted.

Lighting
The applicant provided a photometry listing the current foot-candles specs. The applicant will install one additional foot-candle.

Technical Review Committee
All affected departments have reviewed the proposed Conditional Use: No New Construction with regards 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.

Neighbor Property Owner Response Summary
A total of 54 notifications of the proposal were mailed to the owners of property located within 500 feet of the subject property. As of August 1, 2025, there has been one (1) response by adjacent property owners regarding the request. An update will be provided to the City Commissioners at the public hearing.

Planning Board Recommendation
The Planning Board, at their July 14,2025 meeting, voted 5-0 to recommend approval of the request with conditions as excepted from Sec. 125-325:

1. Sign permits should be applied for prior to the issuance of certificate of occupancy
2. A notarized landscape maintenance agreement is due prior to the issuance of certificate of occupancy

Staff Recommendation*:*
The proposed application meets the minimum standards of the City's Code Section 125-235. Therefore, Staff recommends that the City Commission **APPROVE** the subject Conditional Use: No New Construction subject to the noted two Conditions.

Detailed Narrative of Intended Conditional Use of
1404 S 28th St. Fort Pierce, FL 34947

Proposed Use: Educational Institution / College

Name of Establishment: Aspatria Institute Inc. DBA Aspatria College Inc.

Hours of Operations: 8 AM – 10 PM (Proposed Night Classes would be 6 PM – 10 PM)

Approximate and Proposed Student Count: ~10 per year

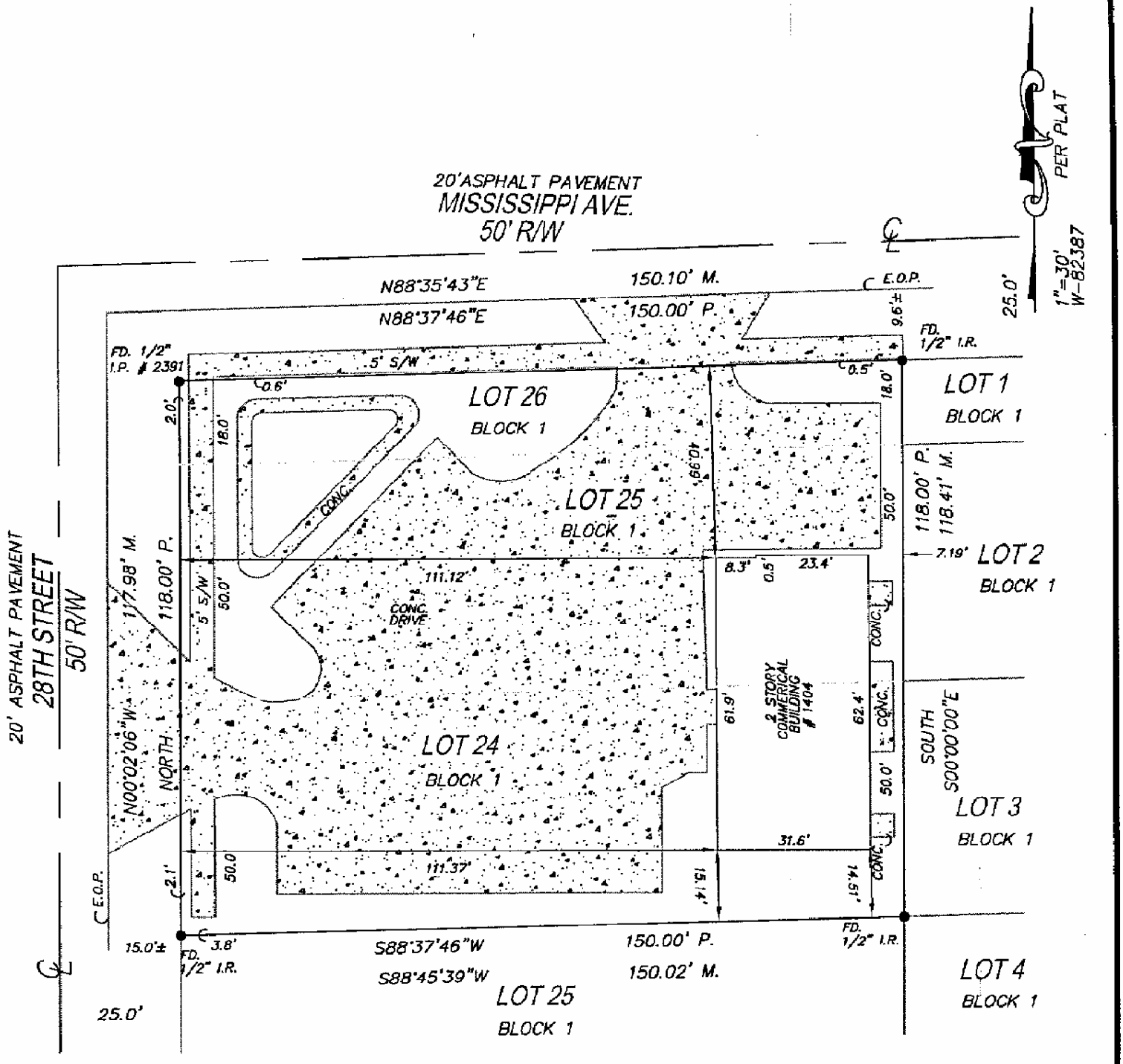
Approximate and Proposed Staff Count: 2 Full Time employees, and 2 Part Time Instructors

Approximate Student Age Groups: 17 (with high school diploma) – 55 years old

Summary:

Aspatria Institute started operations at our main campus in Jacksonville, FL in January 2023 and graduated our first class of students in March 2024. We are in the process of expanding programs and locations. Currently in Jacksonville, we are offering a Medical Assistant program with Phlebotomy and Home Health Aide programs in the process of being approved by the Florida Department of Education's Commission for Independent Education. Aspatria Institute is expanding its programs to become Aspatria College.

With permission from the Owner, Aspatria is looking to open a new campus location in Fort Pierce, FL. We want to provide healthcare job training to the local community to provide job opportunities and to fill the shortage of healthcare workers we are seeing state-wide.



BOUNDARY SURVEY

Survey: W-82387 PAGE 2 OF 2 PAGES

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL OR A RAISED EMBOSSED SEAL AND SIGNATURE.

CLYDE O. McNEAL CERTIFICATE No. 2883 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

(SIGNED) CLYDE MCNEAL

Digitally signed by CLYDE MCNEAL DN: CN = CLYDE MCNEAL, C = US, O = TARGET SURVEYING, INC. Date: 2005.01.24 13:22:57 -05'00'

CLYDE O. McNEAL, PROFESSIONAL SURVEYOR AND MAPPER #2883

SERVING MOST FLORIDA COUNTIES

TARGET SURVEYING, INC.
LB #6135

2500 METROCENTRE BOULEVARD SUITE 8
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
FACSIMILE (561) 640-0576

STATEWIDE NUMBERS
PHONE (800) 226-4807
FACSIMILE (800) 741-0576

LEGAL DESCRIPTION & CERTIFICATIONS

Lots 24, 25 and 26, Block M, M.K. MOORE'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 3, Page 11, of the Public Records of ST. LUCIE County, Florida.

Community Number: 120286 Panel: 0186 Suffix: F Flood Zone: X Field Work: 12/28/2004

Certified To:
1404 REALTY ASSOCIATES, LLC, A Florida Limited Liability Company; INVESTORS TITLE, ESCROW & EXCHANGE SERVICES, LLC; LAWYERS TITLE INSURANCE CORPORATION; , its successors and/or assigns.

Property Address:
1404 S. 28TH STREET
FORT PIERCE, FL 34947

Survey Number: W82387

LEGEND

—//—//—	WOOD FENCE
—x—x—	WIRE FENCE
F.N.	FOUND NAIL
•	PROPERTY CORNER
M	FIELD MEASURED
C	CALCULATED
CL	CLEAR
ENCR	ENCROACHMENT
℄	CENTERLINE
	CONCRETE
ℙ	PROPERTY LINE
D/W	DRIVEWAY
F.I.R.	FOUND IRON ROD
F.I.P.	FOUND IRON PIPE
R/W	RIGHT OF WAY
N&D	NAIL & DISC
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
FD.	FOUND
P	PLAT
^^^^^	ASPHALT
O.H.L.	OVERHEAD UTILITIES
P.P.	UTILITY POLE
TX	TRANSFORMER
CATV	CABLE RISER
W.M.	WATER METER
TEL.	TELEPHONE FACILITIES
	COVERED AREA
B.R.	BEARING REFERENCE
CH	CHORD
R	RADIUS (RADIAL)
N.R.	NON RADIAL
A/C	AIR CONDITIONER
B.M.	BENCH MARK
C.B.	CATCH BASIN
C	CALCULATED
#	NUMBER
CONC.	CONCRETE
&	AND
E.O.W.	EDGE OF WATER
F.H.	FIRE HYDRANT
C.L.F.	CHAIN LINK FENCE
Δ	CENTRAL ANGLE/DELTA
D.B.	DEED BOOK
D	DESCRIPTION OR DEED
D.H.	DRILL HOLE
ESMT.	EASEMENT
EL.	ELEVATION
F.F.	FINISHED FLOOR ELEVATION
F.C.M.	FOUND CONCRETE MONUMENT
F.M.N.	FOUND "MAG" NAIL
F.P.K.	FOUND PARKER-KALON NAIL
L.	LENGTH
L.A.E.	LIMITED ACCESS EASEMENT
M.H.	MANHOLE
N.T.S.	NOT TO SCALE
O.R.	OFFICIAL RECORDS
O.R.B.	OFFICIAL RECORDS BOOK
P.C.P.	PERMANENT CONTROL POINT
P.R.M.	PERMANENT REFERENCE MONUMENT
PG.	PAGE
PVMT.	PAVEMENT
P.B.	PLAT BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.L.	POINT ON LINE
P.C.	POINT OF CURVATURE
P.R.C.	POINT OF REVERSE CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
P.T.	POINT OF TANGENCY
R.O.E.	ROOF OVERHANG EASEMENT
C.B.S.	CONCRETE BLOCK STRUCTURE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
S.I.R.	SET IRON ROD & CAP
S.P.K.	SET PARKER-KALON NAIL
S/W	SIDEWALK
T.B.M.	TEMPORARY BENCH MARK
T.O.B.	TOP OF BANK
TYP.	TYPICAL
W.C.	WITNESS CORNER
S.S.	SHIP SPIKE
W.F.	WOOD FENCE
W.	WASHER
10.50	EXISTING ELEVATION

GENERAL NOTES:

1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
3) WALL TIES ARE TO THE FACE OF THE WALL.
4) NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.
5) ONLY VISIBLE ENCROACHMENTS LOCATED.
6) NO IDENTIFICATION FOUND ON PROPERTY CORNERS UNLESS NOTED.
7) PROPERTY LINE DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
8) FENCE OWNERSHIP NOT DETERMINED.
9) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFRENCED TO N.G.V.D. 1929.
10) BEARINGS REFERENCED TO LINE NOTED AS B.R.
11) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
12) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.

Survey: W-82387 **PAGE 1 OF 2 PAGES**

SERVING
MOST FLORIDA COUNTIES
TARGET SURVEYING, INC.
LB #6135
2500 METROCENTRE BOULEVARD SUITE 8
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
FACSIMILE (561) 640-0576
STATEWIDE NUMBERS
PHONE (800) 226-4807
FACSIMILE (800) 741-0576

Alteration - Level 1 & Code Compliance Revision for:

"AMERICAN CARE CENTER"

1404 S. 28th Street
Fort Pierce, Florida 34947

PERMIT #:

PROJECT TEAM

OWNER:

Jose E. Garcia Jr. M.D.

11255 S.W. 211 Street
Miami, FL 33189-2240

Phone: (305) 254-7576
Mobile: (305) 300-1213
E-mail: josegarcia@americancare.net

ARCHITECT:

WASERSZTEIN ARCHITECTURE, INC

Bruce Wasersztein, AR 0017721
3300 N.E. 191st STREET
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AVENTURA, FL 33180
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Fax: 305-932-1956
E-mail: brucewasersztein@yahoo.com

Francisco Santana
Architectural Project Manager
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E-mail: fsoriollo@bellsouth.net

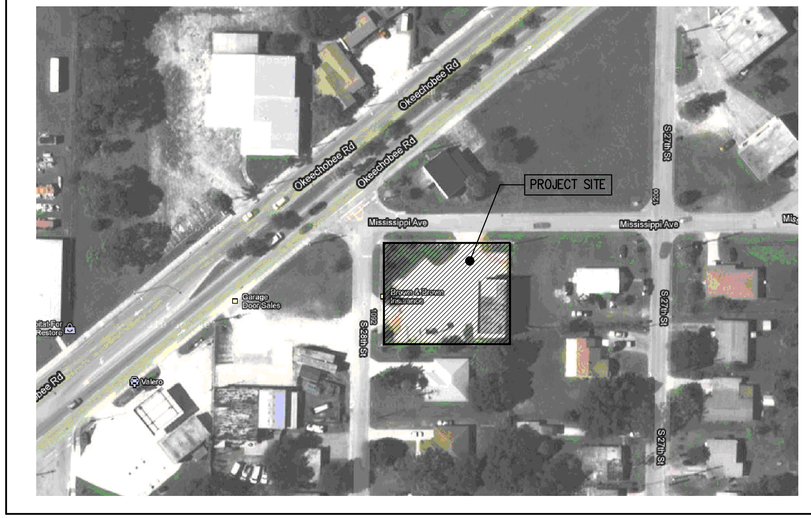
CONSULTING ENGINEERS:

SHEET INDEX

ARCHITECTURAL

A-1 EXISTING GROUND FLOOR PLAN & BUILDING DATA
A-2 EXISTING SECOND FLOOR PLAN
LF-1 GROUND FLOOR LIFE SAFETY PLAN
LF-2 SECOND FLOOR LIFE SAFETY PLAN

LOCATION MAP



PROPERTY ADDRESS

1404 SOUTH 28 TH STREET
FORT PIERCE,FLORIDA 34947

SCOPE OF WORK:

– AS BUILT CONDITIONS SHOWN FOR CERTIFICATE OF USE.

PROJECT INFO:

AREA: 4,044 S.F.

CLASSIFICATION OF WORK= N/A
LEVEL OF ALTERATION = N/A
AREA OF ALTERATION = 4,044 S.F.
LEVEL OF REHABILITATION= N/A
OCCUPANCY CLASSIFICATION = B (BUSINESS)(TRAINING CENTER)

CODE IN EFFECT :
FLORIDA BUILDING CODE 2023, 8th EDITION. EXISTING BUILDING
FLORIDA BUILDING CODE ACCESSIBILITY 2023, 8th EDITION
FLORIDA FIRE PREVENTION CODE 2021 7th EDITION
NFPA 1
NFPA 101 2015 EDITIONS
NEC 2017

NOTE:

NO DRINKING FOUNTAIN PROVIDED.
WATER CAN BE SERVED @ KITCHENETTE.

OCCUPANCY LOAD:

(FBC. TABLE 1004.5 AND FFPC TABLE 7.3.1.2)

BUSINESS AREA
OCCUPANCY LOAD: = 1927 SF / 150 S.F. (PER PERSON)
= 13 PERSONS ALLOWED (FBC 1004.5)

= 1927 SF / 100 S.F. (PER PERSON)
= 20 PERSONS ALLOWED (FFPC 7.3.1.2)

LOUNGE
OCCUPANCY LOAD: = 132 SF / 15 S.F. (PER PERSON)
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(FFPC 7.3.1.2)

CONFERENCE ROOM
OCCUPANCY LOAD: = 164 SF / 15 S.F. (PER PERSON)
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STORAGE
OCCUPANCY LOAD: =147 SF / 500 SF (PER PERSON)
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(FFPC 7.3.1.2)

TOTAL OCCUPANTS..... = 34 PERSONS ALLOWED (FBC)
= 41 PERSONS ALLOWED (FFPC)

GENERAL NOTES

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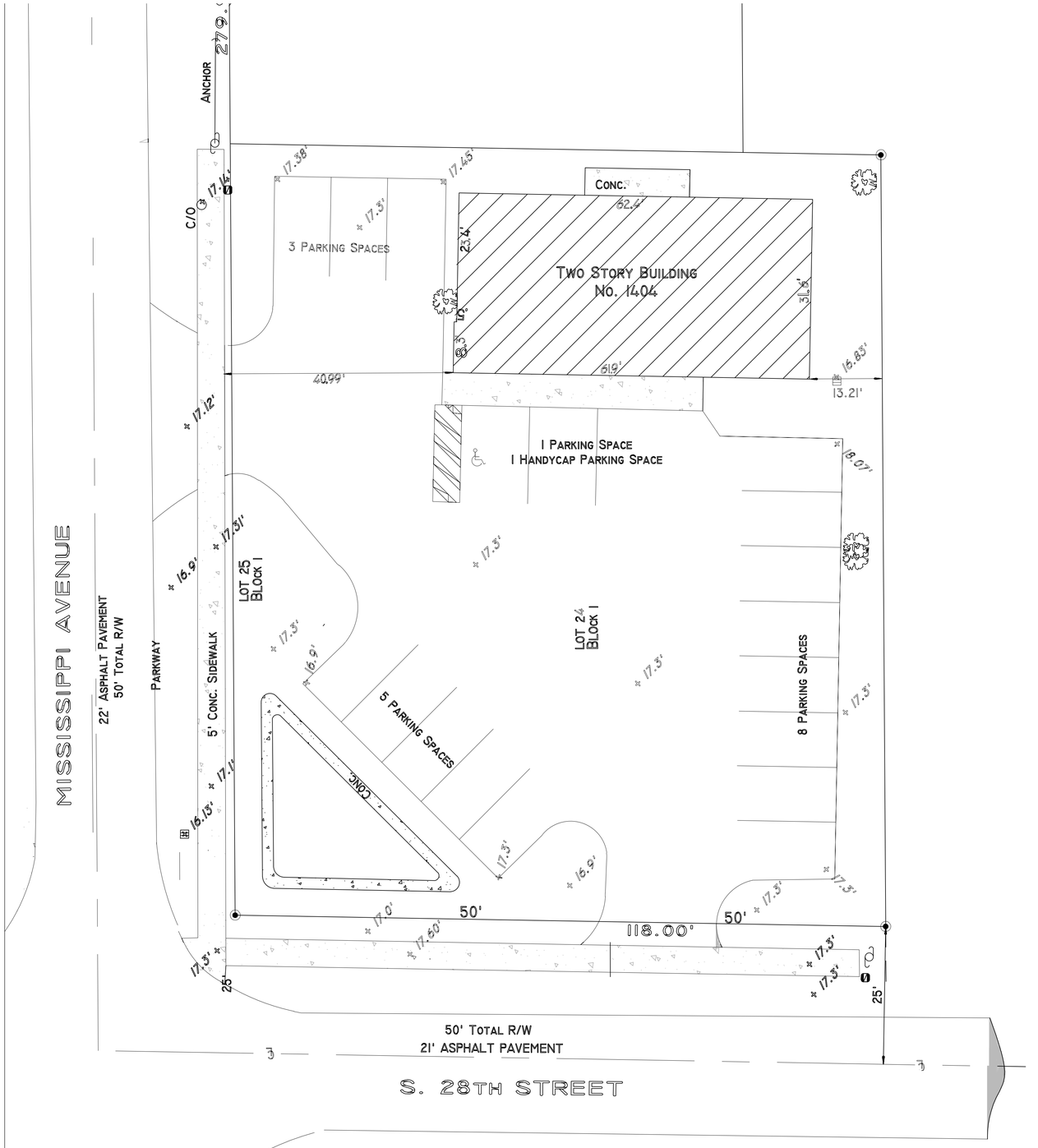
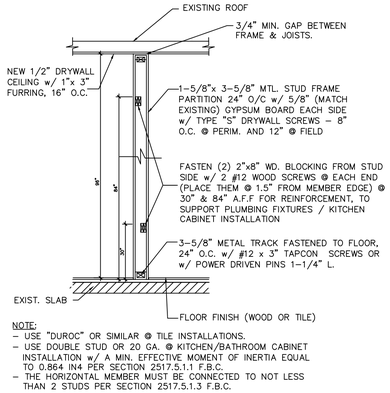


SCALE: 3/32" = 1'-0"

Aspatria
Fort Pierce

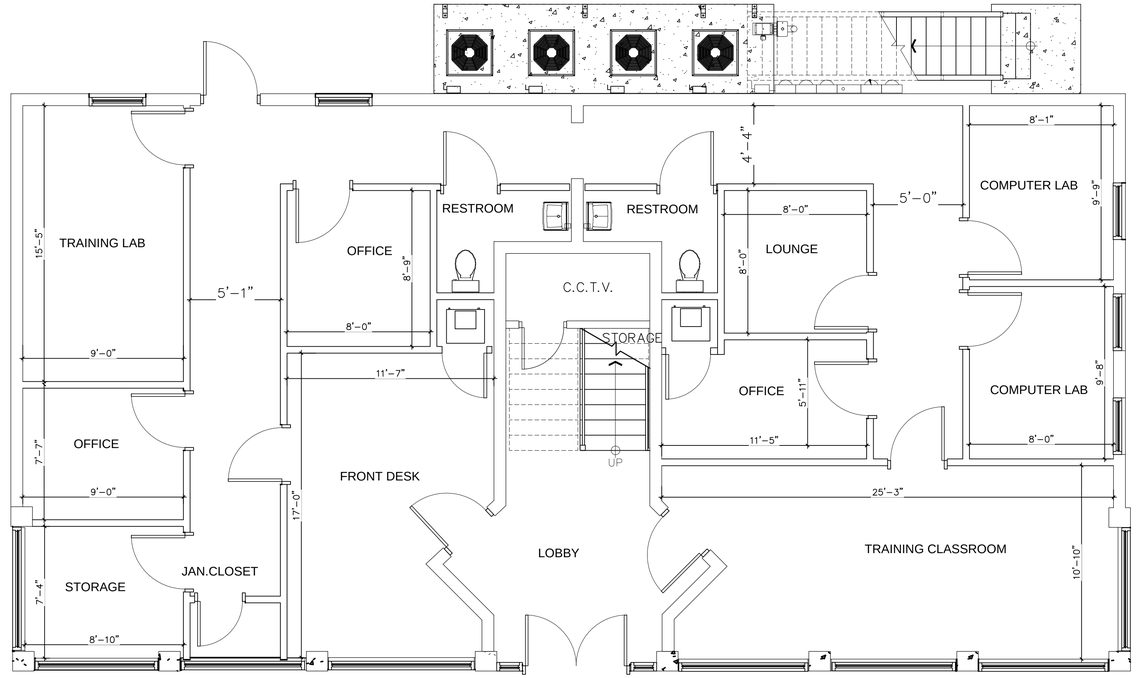
American Care
MEDICAL CENTERS



NOTE:
- USE "DUROC" OR SIMILAR @ TILE INSTALLATIONS.
- USE DOUBLE STUD OR 20 GA. @ KITCHEN/BATHROOM CABINET INSTALLATION w/ A MIN. EFFECTIVE MOMENT OF INERTIA EQUAL TO 0.864 IN4 PER SECTION 2517.5.1.1 F.B.C.
- THE HORIZONTAL MEMBER MUST BE CONNECTED TO NOT LESS THAN 2 STUDS PER SECTION 2517.5.1.3 F.B.C.

TYP. PARTITION

SCALE - N.T.S.



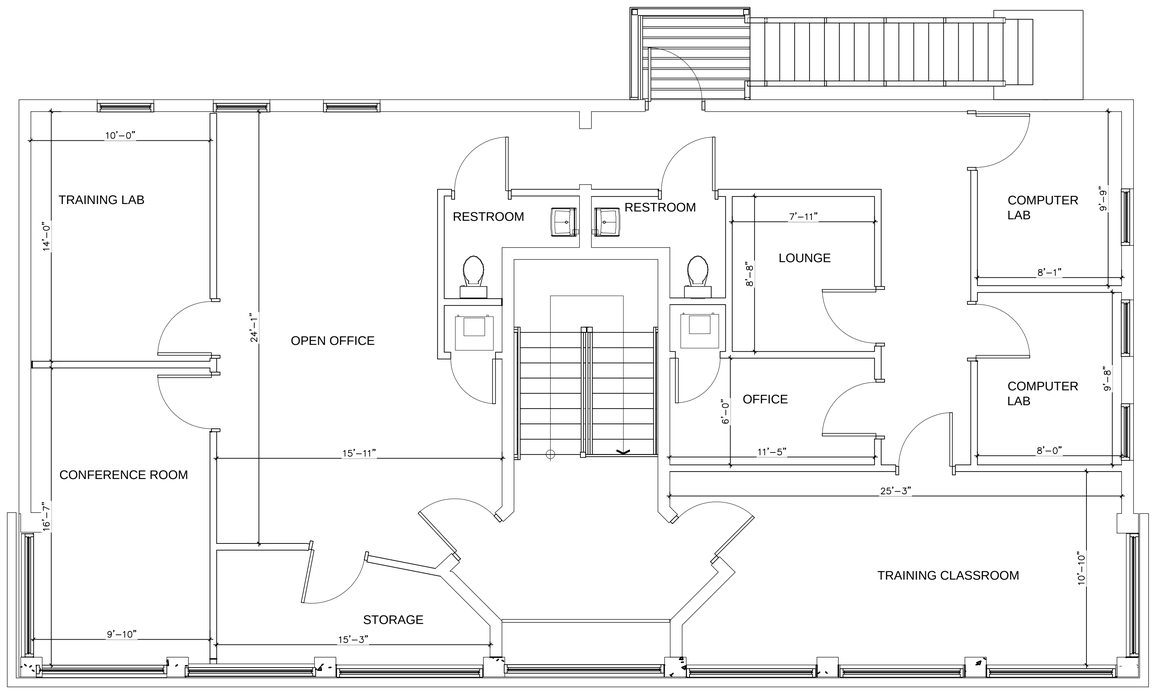
EXISTING FIRST FLOOR PLAN

SCALE: 1/4" = 1'

MINIMUM NUMBER OR REQUIRED PLUMBING FIXTURES TABLE 403.1										
				WATER CLOSETS		LAVATORIES				
NO.	CLASSIFICATION	OCCUPANCY	DESCRIPTION	MALE	FEMALE	MALE	FEMALE	BATHTUBS/ SHOWERS	DRINKING FOUNTAINS	OTHER
1	BUSINESS	B	OFFICES	1 per 25 for the first 50 and 1 per 50 for the remainder exceeding 50.		1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80		----	1 per 100	1 service sink

OCCUPANCY LOAD = 41 PERSONS

REQUIRED:	PROVIDED:
-2 LAVATORY	-4 LAVATORIES
-2 WATER CLOSETS	-4 WATER CLOSETS
-1 SERVICE/MOP SINK	-- SERVICE/MOP SINK
-1 DRINKING FOUNTAIN	-- DRINKING FOUNTAIN



EXISTING SECOND FLOOR PLAN

SCALE: 1/4" = 1'

Revisions
- 01.14.25 1ST ISSUE

CERTIFICATE OF USE

AMERICAN CARE OF SOUTH FLORIDA
1404 SOUTH 28 TH STREET
FORT PIERCE, FL 34947

JCD ARCHITECT INC.
JUAN C. DAVID R.A. 0015344
Design & Development
LEED ACCREDITED PROFESSIONAL
Architecture Interiors Planning Construction
1385 Coral Way, Suite 207 ¤ Miami, Florida 33145 ¤ Phone: (305) 285-4343 ¤ Fax: (305) 285-4330

Job No.
Date
Scale SHOWN

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AA-26001560

Sheet No.
A-1.0

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NEC 2017

NOTE:

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NOTE :
THERE IS NO WORK DONE WITHOUT A PERMIT THAT NEEDS TO BE LEGALIZED FOR THIS TENANT SPACE AND/OR UNDER THIS PERMIT.

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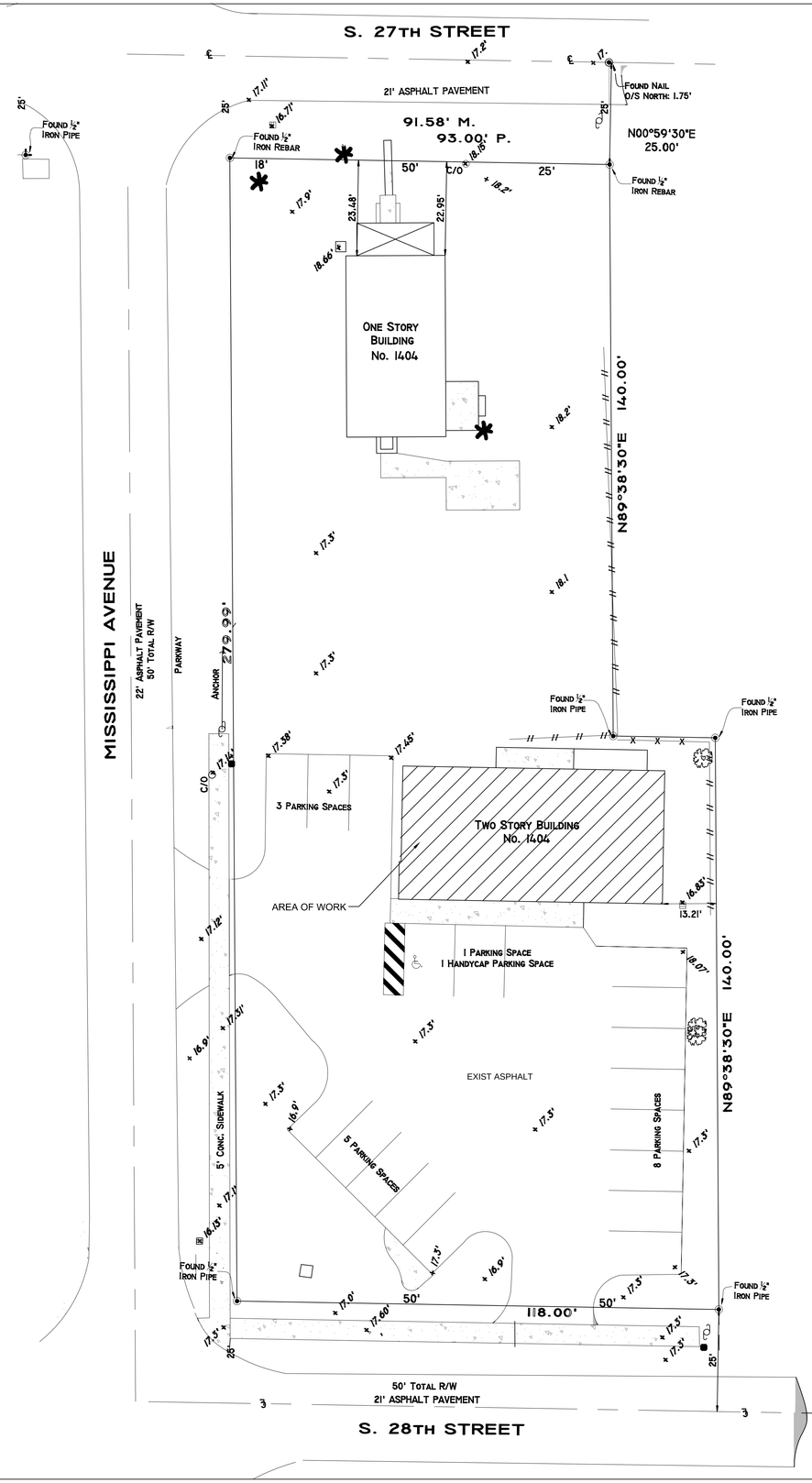
LOCATION MAP
SCALE: N.T.S



SITE PLAN
SCALE: 1/16" = 1'

Revisions
01.14.25 1ST ISSUE

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MISSISSIPPI AVENU

22' ASPHALT PAVEMENT
50' TOTAL R/W

PARKWAY

ANCHOR

C/O

FOUND ½" IRON PIPE

FOUND ½" IRON PIPE

3 PARKING SPACES

TWO STORY BUILDING
No. 1404

CLUSIA SHRUB

AREA OF WORK

CABBAGE PALM

1 PARKING SPACE
1 HANDYCAP PARKING SPACE

CLUSIA SHRUB

140.00'

N89°38'30"E

YAUPON HOLLY

LIVE OAK

CABBAGE PALM

5' CONC. SIDEWALK

5 PARKING SPACES

8 PARKING SPACES

YAUPON HOLLY

FOUND ½" IRON PIPE

118.00'

50'

50'

FOUND ½" IRON PIPE

25'

25'

50' TOTAL R/W
21' ASPHALT PAVEMENT

YAUPON HOLLY

S. 28TH STREET

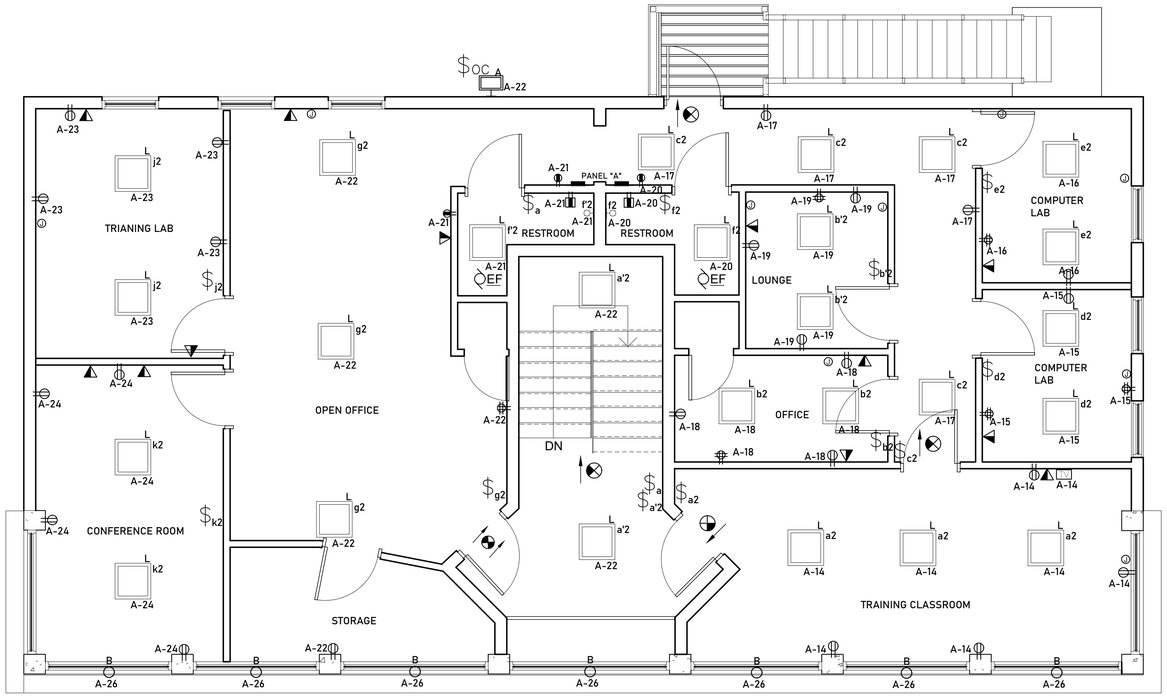
JAPANESE PRIVET

JAPANESE PRIVET

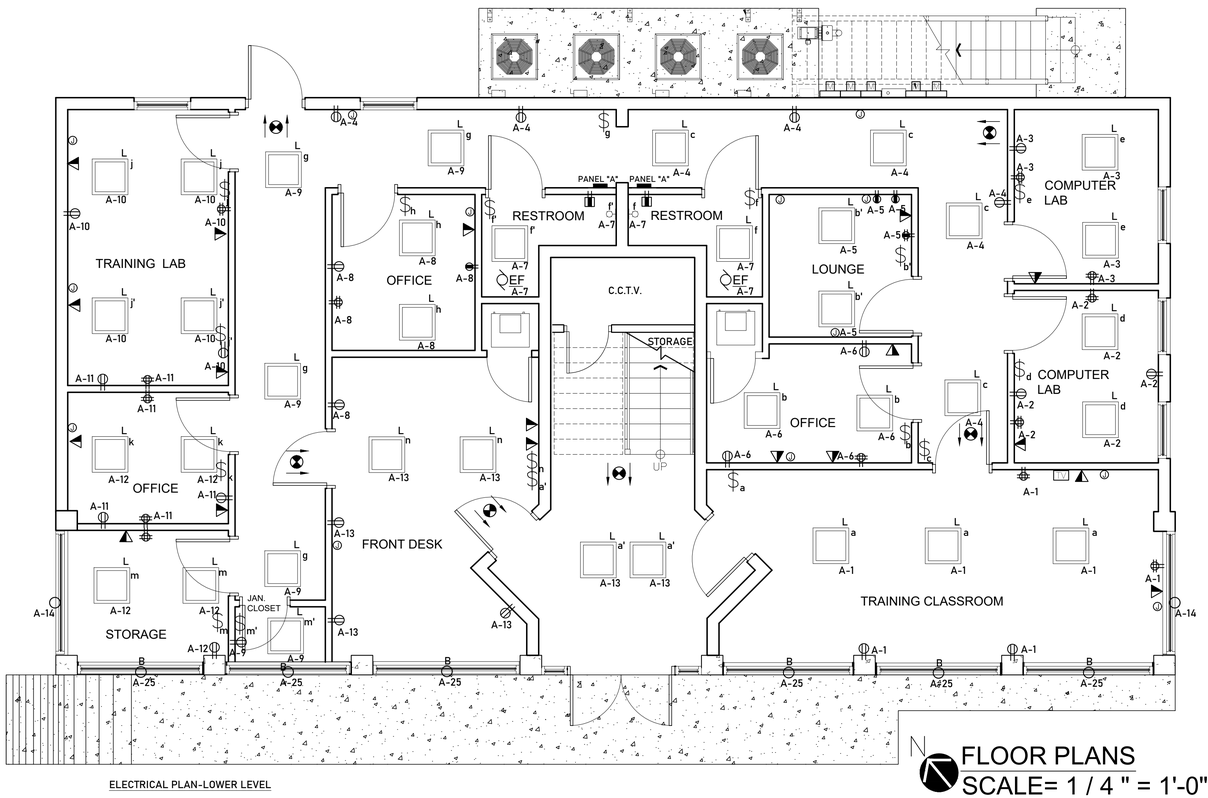
LANSCAPE PLAN
SCALE= 3 /32 " = 1'-0"

LANDSCAPE MATERIAL SCHEDULE

SYMBOL	AMOUT	BOTANICAL NAME	COMMON NAME	HGT
	20	CLUSIA ROSEA	PITCH APPLE	2.5'-5'
	3	ILEX VOMITORIA	YAUPON HOLLY	5'-8'
	1	QUERCUS ILEX	LIVE OAK	12'
	2	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	8'-12'
	2	SABAL PALMETTO	CABBAGE PALM	15'



ELECTRICAL PLAN-UPPER LEVEL



ELECTRICAL PLAN-LOWER LEVEL

# FLOOR PLANS
SCALE= 1 / 4 " = 1'-0"

LIGHTING

- 2' x 2' SUSPENDED FIXTURE
- WALL MOUNTED FIXTURE
- RECESSED DOWNLIGHT
- WALL MOUNTED FIXTURE
- CEILING MOUNTED EXIT SIGN WITH BATTERY BACKUP - SINGLE FACE - ARROW INDICATES DIRECTION
- CEILING MOUNTED EXIT SIGN WITH BATTERY BACKUP - DOUBLE FACE - ARROW INDICATES DIRECTION
- EMERGENCY LIGHT WITH BATTERY BACKUP - DUAL HEAD

SWITCHES

- SINGLE POLE SWITCH - TOGGLE TYPE - MOUNT 48" AFF
- WALL MOUNTED OCCUPANCY SENSOR SWITCH

POWER

- DUPLEX RECEPTACLE
- DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER
- DUPLEX GFI RECEPTACLE
- DUPLEX GFI RECEPTACLE MOUNTED ABOVE COUNTER
- QUAD RECEPTACLE
- QUAD RECEPTACLE MOUNTED ABOVE COUNTER
- QUAD GFI RECEPTACLE
- QUAD GFI RECEPTACLE MOUNTED ABOVE COUNTER
- J-BOX
- EXHAUST FAN MOTOR

SERVICE AND DISTRIBUTION

- NON-FUSED DISCONNECT SWITCH
- BRANCH CIRCUIT PANELBOARD, SURFACE MOUNTED
- METER

DATA/COMMUNICATION

- DATA/COMM OUTLET WITH FLUSH MOUNTED 4" SQUARE SINGLE GANGE JUNCTION BOX 18"AFF UNLESS NOTED OTHERWISE. EXTEND 1" CONCEALED CONDUIT TO ABOVE ACCESSIBLE CEILING AND STUB-OUT WITH PLASTIC BUSHING OR AS NOTED. INSTALL PULL WIRE
- CATV OUTLET WITH FLUSH MOUNTED 4" SQUARE SINGLE GANGE JUNCTION BOX 18"AFF UNLESS NOTED OTHERWISE. EXTEND 1" CONCEALED CONDUIT TO ABOVE ACCESSIBLE CEILING AND STUB-OUT WITH PLASTIC BUSHING OR AS NOTED. INSTALL PULL WIRE

MISCELLANEOUS

- INDICATES LIGHTING FIXTURE TYPE
- INDICATES SWITCH DESIGNATION
- INDICATES CIRCUIT NUMBER

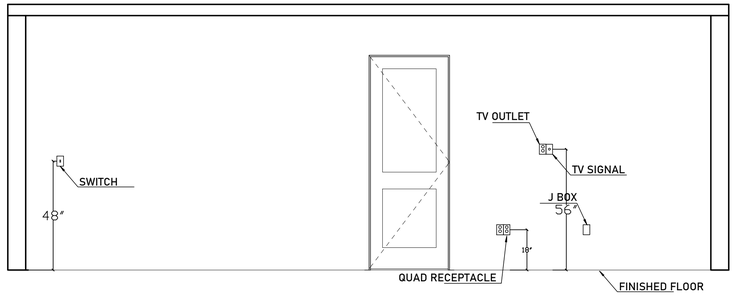
LIGHTING SCHEDULE

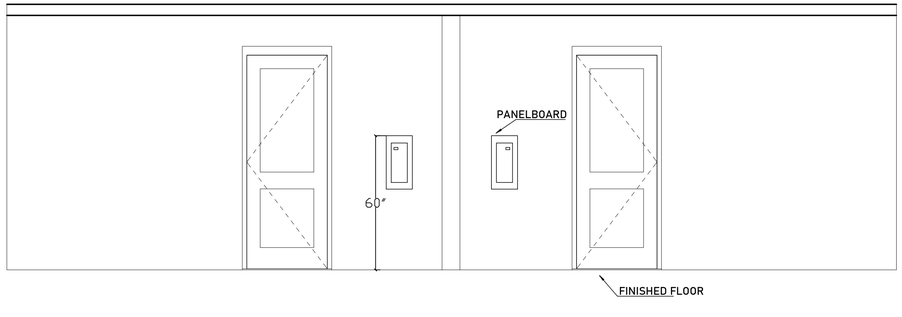
MARK	DESCRIPTION	LAMPS QTY.	LAMPS WTS	LAMPS TYPE	DIFFUSER	MOUNTING	VOLTAGE
A	Outdoor Dusk to Dawn Area Light	1	100	LED		WALL	
B	Aluminum Recessed Can Light	13	60	LED	ALUMINUM	RECESSED	120
L	GPT Series 2 x 2 ft.	62	27	LED 4K	ACRYLIC	RECESSED	120
R	Twin Head LED Light	4	28	LED		WALL	120

LIGHTING / PLUG LOAD SEQUENCE OF OPERATIONS

NOTE: DURING OCCUPIED HOURS (COORDINATE SCHEDULE WITH OWNER) THE LIGHTS IN THE FOLLOWING AREAS SHALL REMAIN ON. DURING ALL OTHER TIMES LIGHTS SHALL BE MANUAL ON FOR A MAXIMUM OF 2 HOURS, AUTO OFF. - WAITING ROOMS

NOTES & SCHEDULES





# ELEVATIONS
SCALE= 3 / 8" = 1'-0"

Why Choose Aspatria?

Aspatria Institute understands that not every student has the same educational journey. Our program prepares you for a new career in a growing field in a little over a year. We are willing to work with you, because your success is our priority!

Our Vision

We want to give each person who comes to Aspatria Institute the opportunity to stretch beyond the ordinary into a fulfilling life and career, and share in the American Dream. That's why we offer quality education in exciting fields with lots of opportunities for growth.



Contact Us

maylinsilva@
aspatriainstitute.com

1-877-827-7287

- 1100 Cesery Boulevard
  Jacksonville, FL 32211
- 11211 N Nebraska Avenue
  Tampa, FL 33612

www.AspatriaInstitute.com

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Disclosure – the institution is not accredited. This may limit a student or graduate from transferring credits to other institutions. In all cases of credit transfer between schools, transferability of credits is decided by the receiving institution.



Employment Opportunities

MEDICAL ASSISTANTS

The employment opportunities for Medical Assistants is growing faster than average at a rate of 16%, according to the U.S. Bureau of Labor.

In approximately one year, Aspatria Institute students will have the training to enter a new and fulfilling career.

**Job Placement Not Guaranteed*

Your Benefits

New Facilities

Our main campus has a welcoming and educational atmosphere for our students with multiple labs, student lounge, and computer lab.

Externship Sites

Our main campus is conveniently located inside one of our externship sites. Students are able to see how a real medical office operates, and do their externship hours on-site!

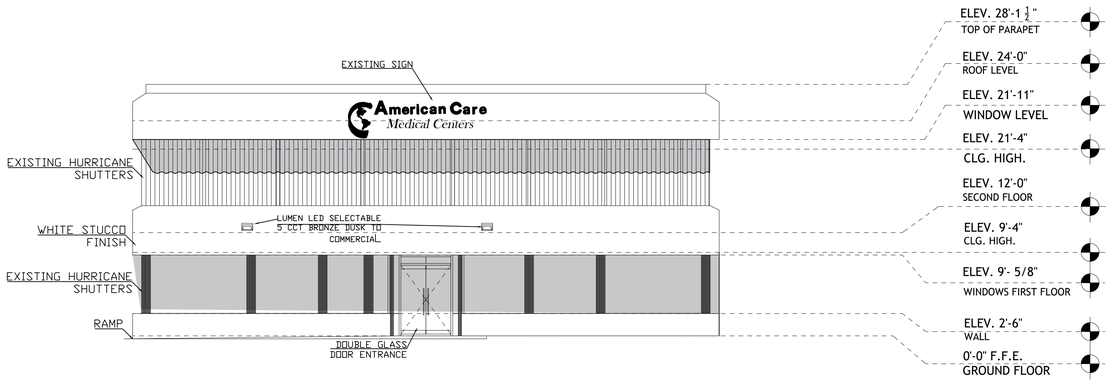
Affordable Tuition

At Aspatria Institute, we believe that education should be an option for any dedicated student. We offer payment plans and opportunities for Scholarships so you can go to school without worrying about price.



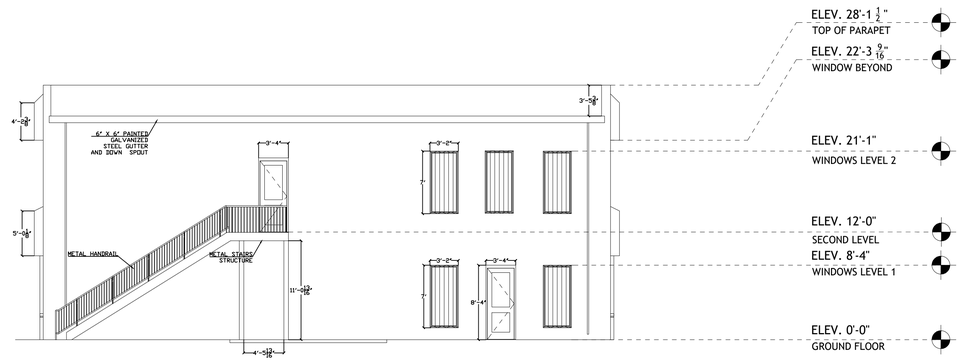
Scan the QR code to Apply!





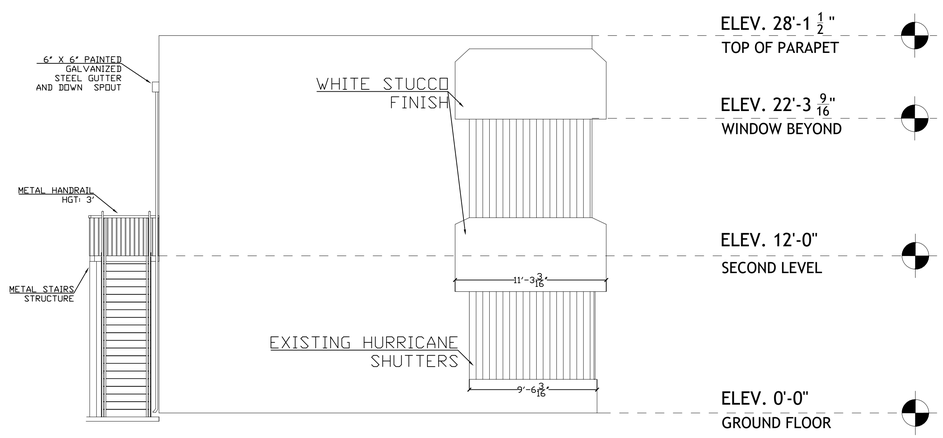
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



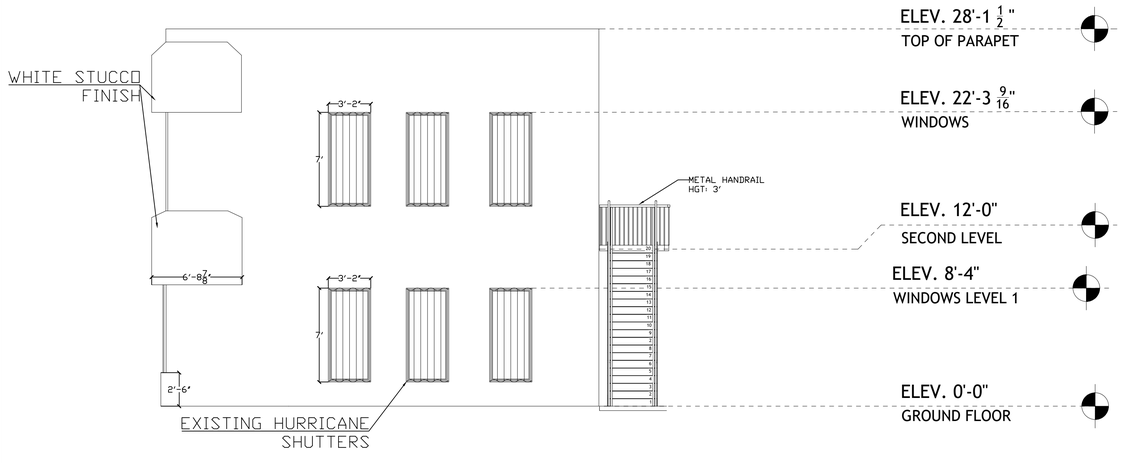
NORTH ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

SCALE: 3/16" = 1'-0"

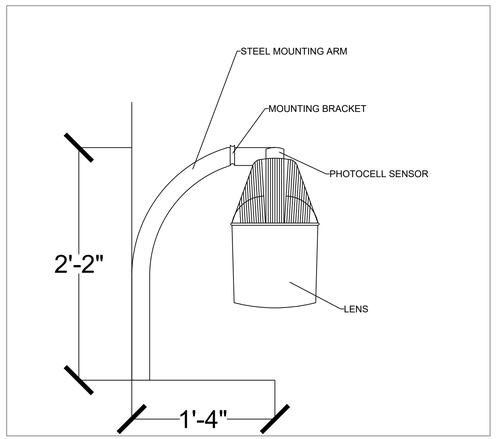


WEST ELEVATION

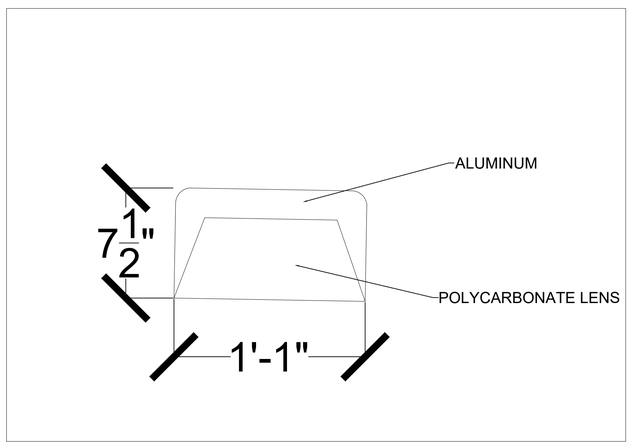
SCALE: 3/16" = 1'-0"

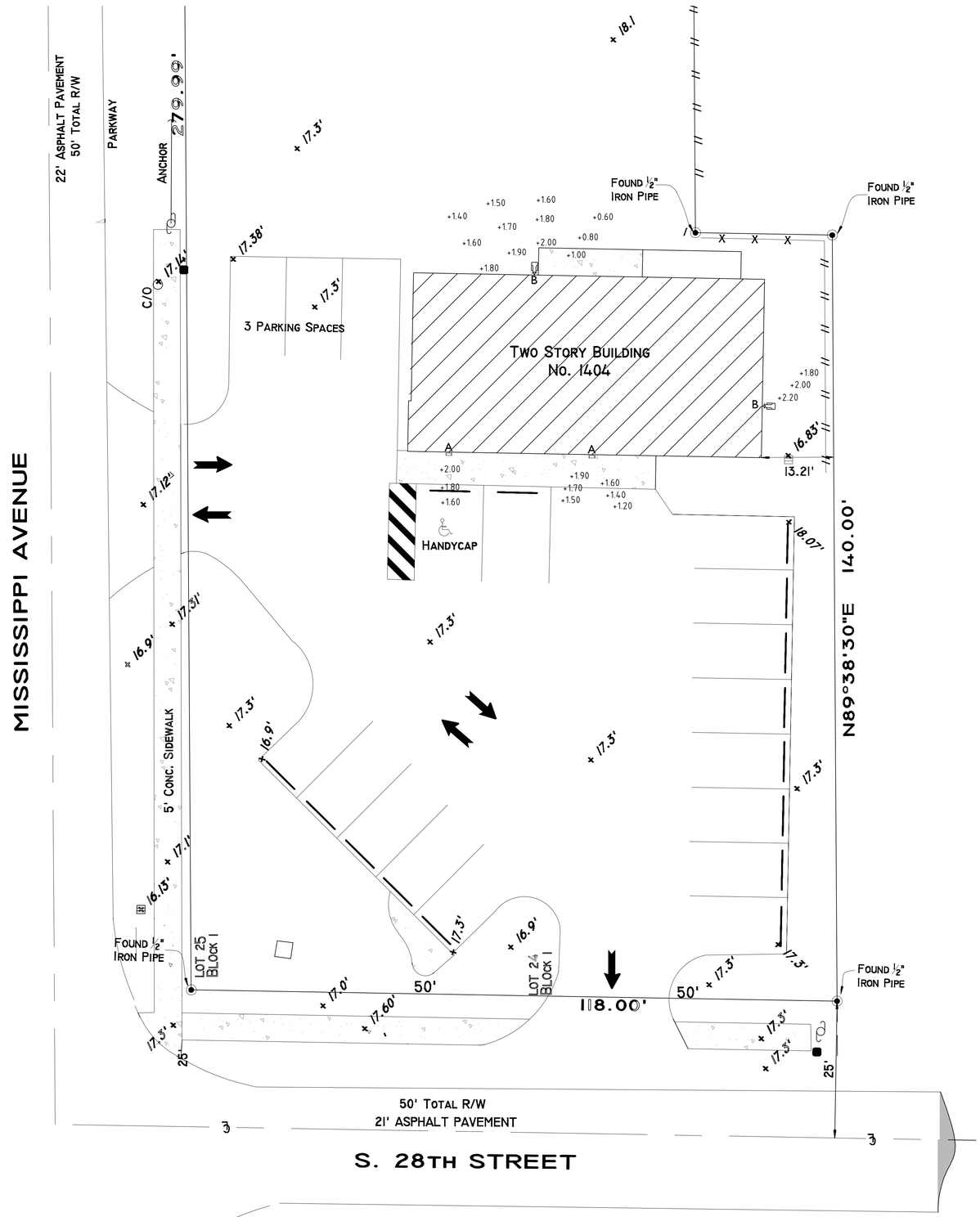
LUMINAIRE SCHEDULE				
SYMBOL	LABEL	QTY	CATALOG	DESCRIPTION
	A	2	INTEGRATED LED	8000 LUMENS HARDWIRED DUSK TO DAWN; 9.5 x 13 x 13 in. 120-227 V
	B	2	100 WATT SILVER OUTDOOR	10500 LUMENS HARDWIRED LED AREA LIGHT WITH MOUNTING ARM

LUMINAIRE "B"



LUMINAIRE "A"





PHOTOMETRIC PLAN

SCALE: 3/32" = 1'-0"

05/26/2025

City of Fort Pierce, Planning Department.

Subject: Aspatria Institute, 14041 S. 28th Street

Dear Technical review committee,

I am writing in response to the City County's feedback regarding our change of use permit application for the property located at 14041 S. 28th Street. We appreciate the time and consideration given to our application.

We have thoroughly reviewed the suggestions provided during the review process and are pleased to confirm that all requested modifications have been completed. Specifically, we have addressed the following items:

1. **Parking Lot Lighting:** New lighting fixtures have been installed in the parking lot to meet the specified illumination requirements, enhancing safety and visibility. A photometric plan was uploaded showing the calculations and placements of the proposed fixtures.
2. **Sidewalk Landscaping:** Appropriate landscaping has been added along the sidewalks as requested, contributing to the aesthetic appeal and environmental quality of the area, with native vegetation.
3. **Updated Boundary Survey:** A revised boundary survey, incorporating all necessary updates and details, has been completed and uploaded to the project.

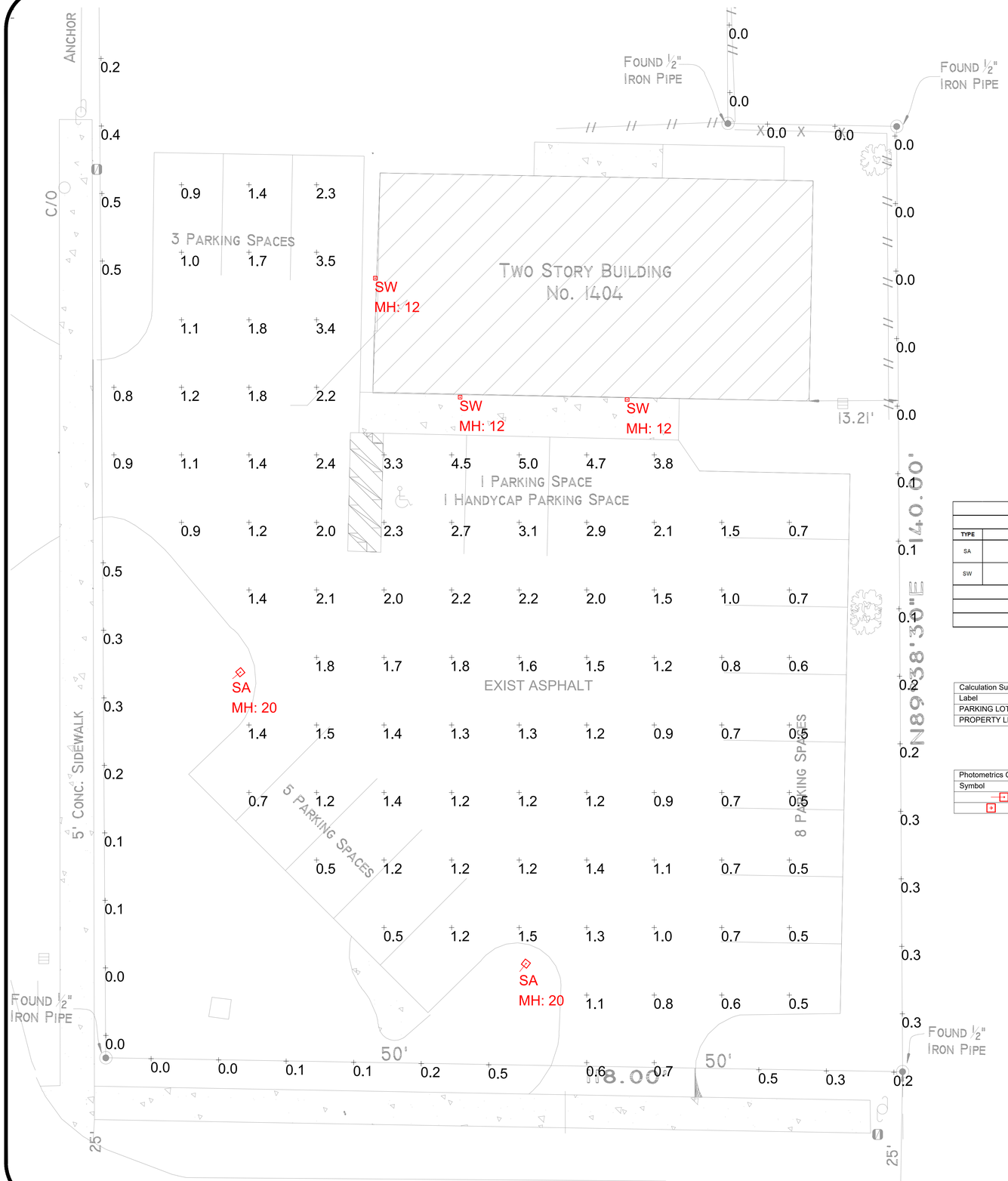
We are confident that these improvements meet the City County's requirements and enhance the functionality and appearance of the property. We have attached supporting documentation previously on the website that has already been reviewed.

Thank you for your continued guidance throughout this process. We look forward to your review of these completed items and the opportunity to move forward with the final approval of our change of use permit. Please do not hesitate to contact me at the phone number or email address provided at the end of this email if any further information or clarification is needed.

Sincerely,

Gildardo Rodelo

American Care & Aspatria Institute.



AMERICAN CARE MEDICAL CENTER										
LIGHTING FIXTURE SCHEDULE										
TYPE	DESCRIPTION	MFR	CATALOG NUMBER	VOLTS	LAMP COLOR/TYPE	LUMENS	WATTS	DRIVER	MOUNTING	REMARKS
SA	SITE LUMINAIRE	MCGRAW-EDISON	GALN-SB1A-740-U-T4W-FINISH / MA1036-XX	UNV	LED-4000K	4738	31W	0-10V	20' POLE	NOTE 1
SW	WALL PACK	MCGRAW-EDISON	GWC-SA1A-740-U-T4FT-FINISH	UNV	LED-4000K	5008	34W	0-10V	WALL	
FIXTURE SCHEDULE NOTES										
NOTE 1: FIXTURE MOUNTED ON 20' VALMONT DIRECT BURIAL POLE MODEL # 1908-30504TE - COOPER FINISH										
FOR QUESTIONS PERTAINING TO THIS FIXTURE SCHEDULE PLEASE CONTACT SERGEI AT LIGHTING DYNAMICS:**"SBASOV@LIGHTINGDYNAMICS.COM" <SBASOV@LIGHTINGDYNAMICS.COM>**										

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING LOT	Illuminance	Fc	1.52	5.0	0.5	3.04	10.00
PROPERTY LINE	Illuminance	Fc	0.10	0.5	0.0	N.A.	N.A.

Photometrics Calculation Software Generated Luminaire Schedule								
Symbol	Qty	Label	Arrangement	LLF	Lum. Lumens	Lum. Watts	Arr. Lum. Lumens	Arr. Watts
	2	SA	Single	0.900	4738	30.9	4738	30.9
	3	SW	Single	0.900	5008	34	5008	34

LIGHTING DYNAMICS INCORPORATED

Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine applicability of the layout to existing or future field conditions. This lighting pattern represents illumination levels calculated from laboratory data taken under controlled conditions utilizing current industry standard lamp ratings in accordance with Illuminating Engineering Society approved methods. Actual performance of any manufacturer's luminaire may vary due to variation in electrical voltage, tolerance in lamps and other variable field conditions.

NOTES:

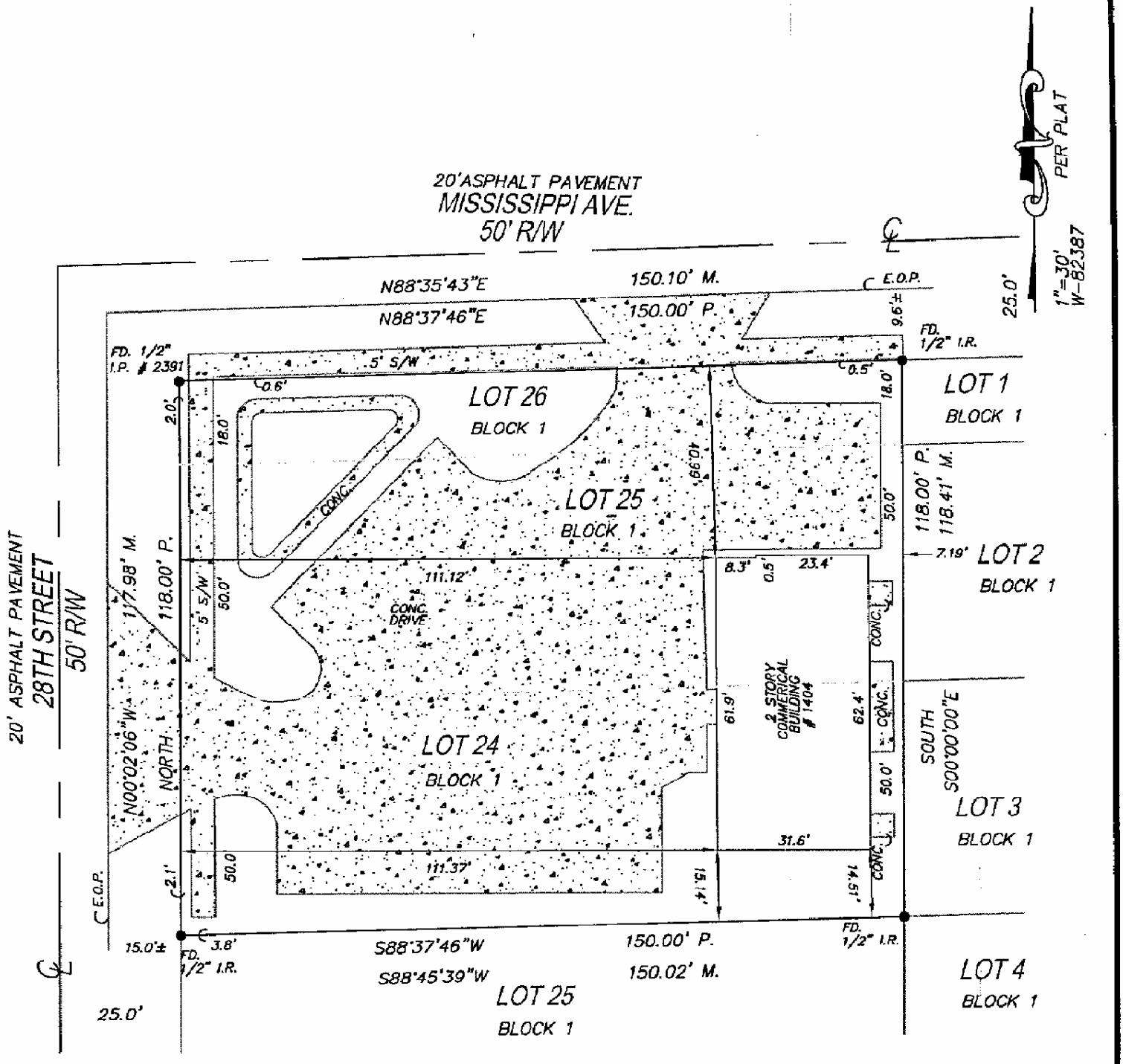
No.	Revision/Issue	Date
1	PHOTOMETRIC STUDY	05/01/25

LIGHTING DYNAMICS, INC.
7835 West Commercial Blvd.
Tamarac, FL 33351
(954) 944-0286
www.lightingdynamics.com

Project Name and Address
AMERICAN CARE MEDICAL CENTER
Lighting Study - Site
Fort Pierce, FL

FILE P:\PROJECTS\2025\APR
CLIENT

Project	American Care	Sheet L0
Date	05/01/2025	
Scale	1/8" = 1'	DRAWN BY VR



BOUNDARY SURVEY

Survey: W-82387 PAGE 2 OF 2 PAGES

SURVEYORS CERTIFICATION:

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL OR A RAISED EMBOSSED SEAL AND SIGNATURE.

CLYDE O. McNEAL CERTIFICATE No. 2883 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

(SIGNED) CLYDE MCNEAL

Digitally signed by CLYDE MCNEAL DN: CN = CLYDE MCNEAL, C = US, O = TARGET SURVEYING, INC. Date: 2005.01.24 13:22:57 -05'00'

CLYDE O. McNEAL, PROFESSIONAL SURVEYOR AND MAPPER #2883

SERVING MOST FLORIDA COUNTIES

TARGET SURVEYING, INC.
LB #6135

2500 METROCENTRE BOULEVARD SUITE 8
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
FACSIMILE (561) 640-0576

STATEWIDE NUMBERS
PHONE (800) 226-4807
FACSIMILE (800) 741-0576

LEGAL DESCRIPTION & CERTIFICATIONS

Lots 24, 25 and 26, Block M, M.K. MOORE'S SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 3, Page 11, of the Public Records of ST. LUCIE County, Florida.

Community Number: 120286 Panel: 0186 Suffix: F Flood Zone: X Field Work: 12/28/2004

Certified To:
1404 REALTY ASSOCIATES, LLC, A Florida Limited Liability Company; INVESTORS TITLE, ESCROW & EXCHANGE SERVICES, LLC; LAWYERS TITLE INSURANCE CORPORATION; , its successors and/or assigns.

Property Address:
1404 S. 28TH STREET
FORT PIERCE, FL 34947

Survey Number: W82387

LEGEND

—//—//—	WOOD FENCE
—x—x—	WIRE FENCE
F.N.	FOUND NAIL
•	PROPERTY CORNER
M	FIELD MEASURED
C	CALCULATED
CL	CLEAR
ENCR	ENCROACHMENT
℄	CENTERLINE
	CONCRETE
ℙ	PROPERTY LINE
D/W	DRIVEWAY
F.I.R.	FOUND IRON ROD
F.I.P.	FOUND IRON PIPE
R/W	RIGHT OF WAY
N&D	NAIL & DISC
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
FD.	FOUND
P	PLAT
^^^^^	ASPHALT
O.H.L.	OVERHEAD UTILITIES
P.P.	UTILITY POLE
TX	TRANSFORMER
CATV	CABLE RISER
W.M.	WATER METER
TEL.	TELEPHONE FACILITIES
	COVERED AREA
B.R.	BEARING REFERENCE
CH	CHORD
R	RADIUS (RADIAL)
N.R.	NON RADIAL
A/C	AIR CONDITIONER
B.M.	BENCH MARK
C.B.	CATCH BASIN
C	CALCULATED
#	NUMBER
CONC.	CONCRETE
&	AND
E.O.W.	EDGE OF WATER
F.H.	FIRE HYDRANT
C.L.F.	CHAIN LINK FENCE
Δ	CENTRAL ANGLE/DELTA
D.B.	DEED BOOK
D	DESCRIPTION OR DEED
D.H.	DRILL HOLE
ESMT.	EASEMENT
EL.	ELEVATION
F.F.	FINISHED FLOOR ELEVATION
F.C.M.	FOUND CONCRETE MONUMENT
F.M.N.	FOUND "MAG" NAIL
F.P.K.	FOUND PARKER-KALON NAIL
L.	LENGTH
L.A.E.	LIMITED ACCESS EASEMENT
M.H.	MANHOLE
N.T.S.	NOT TO SCALE
O.R.	OFFICIAL RECORDS
O.R.B.	OFFICIAL RECORDS BOOK
P.C.P.	PERMANENT CONTROL POINT
P.R.M.	PERMANENT REFERENCE MONUMENT
PG.	PAGE
PVMT.	PAVEMENT
P.B.	PLAT BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.L.	POINT ON LINE
P.C.	POINT OF CURVATURE
P.R.C.	POINT OF REVERSE CURVATURE
P.C.C.	POINT OF COMPOUND CURVATURE
P.T.	POINT OF TANGENCY
R.O.E.	ROOF OVERHANG EASEMENT
C.B.S.	CONCRETE BLOCK STRUCTURE
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
S.I.R.	SET IRON ROD & CAP
S.P.K.	SET PARKER-KALON NAIL
S/W	SIDEWALK
T.B.M.	TEMPORARY BENCH MARK
T.O.B.	TOP OF BANK
TYP.	TYPICAL
W.C.	WITNESS CORNER
S.S.	SHIP SPIKE
W.F.	WOOD FENCE
W.	WASHER
10.50	EXISTING ELEVATION

GENERAL NOTES:

1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
3) WALL TIES ARE TO THE FACE OF THE WALL.
4) NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.
5) ONLY VISIBLE ENCROACHMENTS LOCATED.
6) NO IDENTIFICATION FOUND ON PROPERTY CORNERS UNLESS NOTED.
7) PROPERTY LINE DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
8) FENCE OWNERSHIP NOT DETERMINED.
9) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFRENCED TO N.G.V.D. 1929.
10) BEARINGS REFERENCED TO LINE NOTED AS B.R.
11) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
12) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.

Survey: W-82387 **PAGE 1 OF 2 PAGES**

SERVING
MOST FLORIDA COUNTIES
TARGET SURVEYING, INC.
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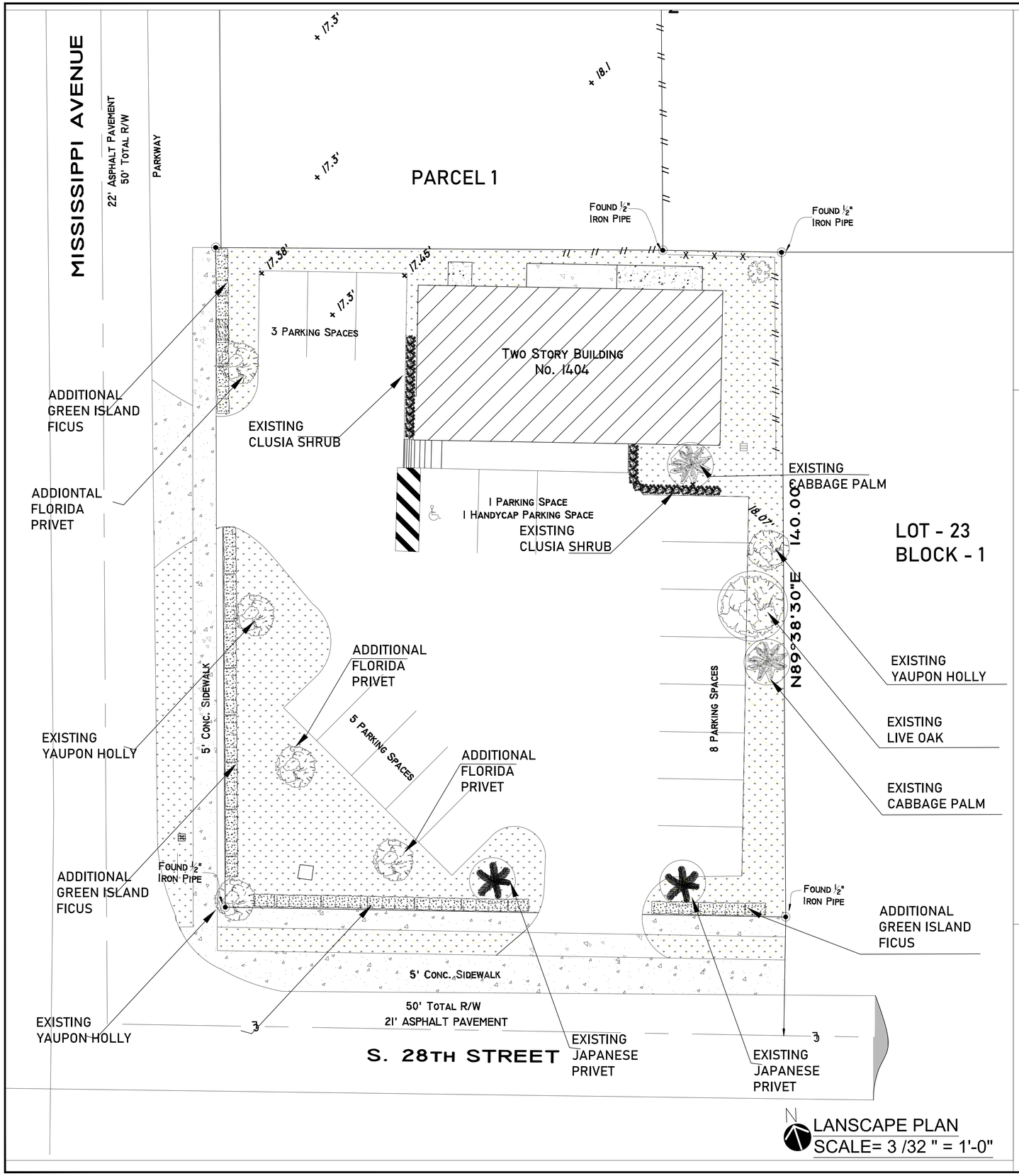
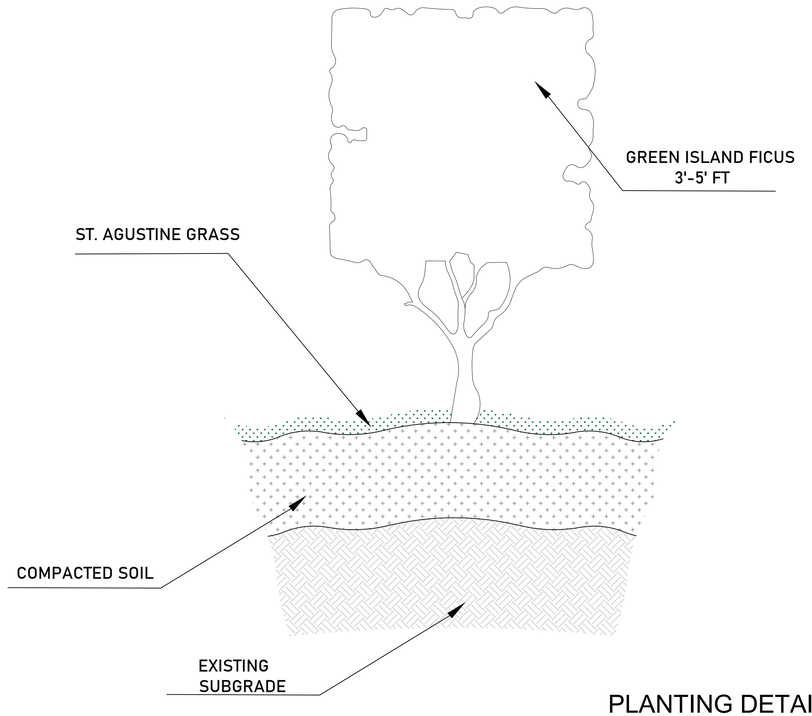


LANDSCAPE MATERIAL SCHEDULE							
SYMBOL	QUANTITY	BOTANICAL NAME	COMMON NAME	NATIVE		STATUS	HGT
				YES	NO		
	20	CLUSIA ROSEA	PITCH APPLE	x		EXISTING	2.5'-5'
	3	ILEX VOMITORIA	YAUPON HOLLY	x		EXISTING	5'-8'
	1	QUERCUS ILEX	LIVE OAK	x		EXISTING	12'
	2	LIGUSTRUM JAPONICUM	JAPANESE PRIVET		x	EXISTING	8'-12'
	2	SABAL PALMETTO	CABBAGE PALM	x		EXISTING	15'
	3	FORESTIERA SEGREGATA	FLORIDA PRIVET	x		NEW	10'-15'
	190 Ft	FICUS MICROCARPA	GREEN ISLAND FICUS		x	NEW	3-5'
		STENOTAPHRUM SECUNDATUM	ST. AGUSTINE	x		EXISTING	



PLANTING DETAIL



LOCATION MAP

American Care

PROJECT:
ASPATRIA
FORT PIERCE

ADDRESS:
1404 SOUTH
28th ST.
FORT PIERCE, FL.

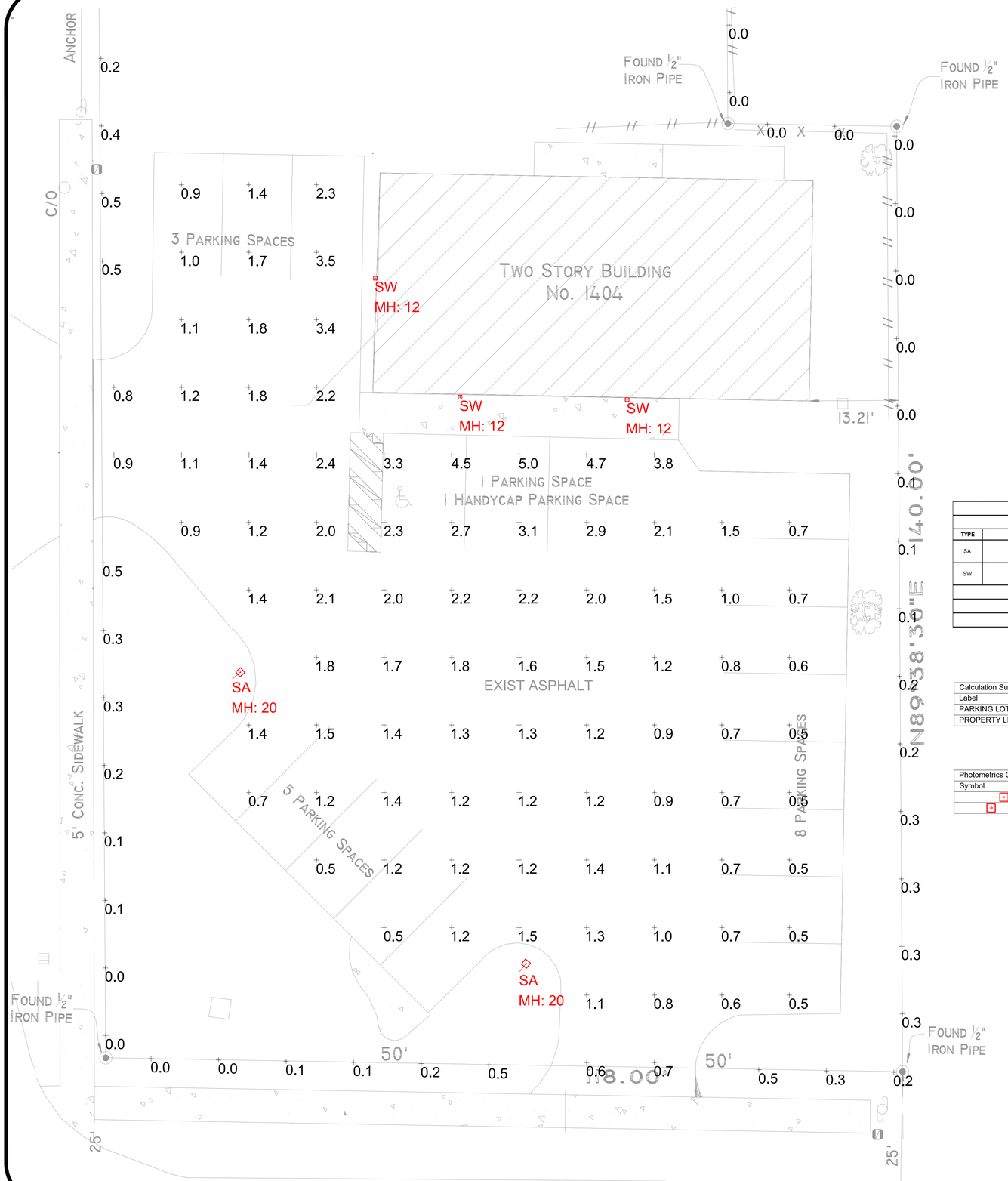
AREAS	SQFT
GROUND FLOOR	4,044.00 SQFT

REVISIONS
- 01.08.25 1ST ISSUE
- 04.15.25 1ST MOD
- 04.21.25 2ND MOD

PROJECT NO: 00-1
DATE: APRIL 2025
SCALE: AS SHOWN
DRAWN: G.R.

SHEET TITTLE:
LANDSCAPE

SHEET:
LANS-1.0



AMERICAN CARE MEDICAL CENTER										
LIGHTING FIXTURE SCHEDULE										
TYPE	DESCRIPTION	MFR	CATALOG NUMBER	VOLTS	LAMP COLOR/TYPE	LUMENS	WATTS	DRIVER	MOUNTING	REMARKS
SA	SITE LUMINAIRE	MCGRAW-EDISON	GALN-SB1A-740-U-T4W-FINISH / MA1036-XX	UNV	LED-4000K	4738	31W	0-10V	20' POLE	NOTE 1
SW	WALL PACK	MCGRAW-EDISON	GWC-SA1A-740-U-T4FT-FINISH	UNV	LED-4000K	5008	34W	0-10V	WALL	
FIXTURE SCHEDULE NOTES										
NOTE 1: FIXTURE MOUNTED ON 20' VALMONT DIRECT BURIAL POLE MODEL # 1908-30504TE - COOPER FINISH										
FOR QUESTIONS PERTAINING TO THIS FIXTURE SCHEDULE PLEASE CONTACT SERGEI AT LIGHTING DYNAMICS:**"SBASOV@LIGHTINGDYNAMICS.COM" <SBASOV@LIGHTINGDYNAMICS.COM>**										

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING LOT	Illuminance	Fc	1.52	5.0	0.5	3.04	10.00
PROPERTY LINE	Illuminance	Fc	0.10	0.5	0.0	N.A.	N.A.

Photometrics Calculation Software Generated Luminaire Schedule								
Symbol	Qty	Label	Arrangement	LLF	Lum. Lumens	Lum. Watts	Arr. Lum. Lumens	Arr. Watts
	2	SA	Single	0.900	4738	30.9	4738	30.9
	3	SW	Single	0.900	5008	34	5008	34

LIGHTING DYNAMICS INCORPORATED

Based on the information provided, all dimensions and luminaire locations shown represent recommended positions. The engineer and/or architect must determine applicability of the layout to existing or future field conditions. This lighting pattern represents illumination levels calculated from laboratory data taken under controlled conditions utilizing current industry standard lamp ratings in accordance with Illuminating Engineering Society approved methods. Actual performance of any manufacturer's luminaire may vary due to variation in electrical voltage, tolerance in lamps and other variable field conditions.

NOTES:

No.	Revision/Issue	Date
1	PHOTOMETRIC STUDY	05/01/25

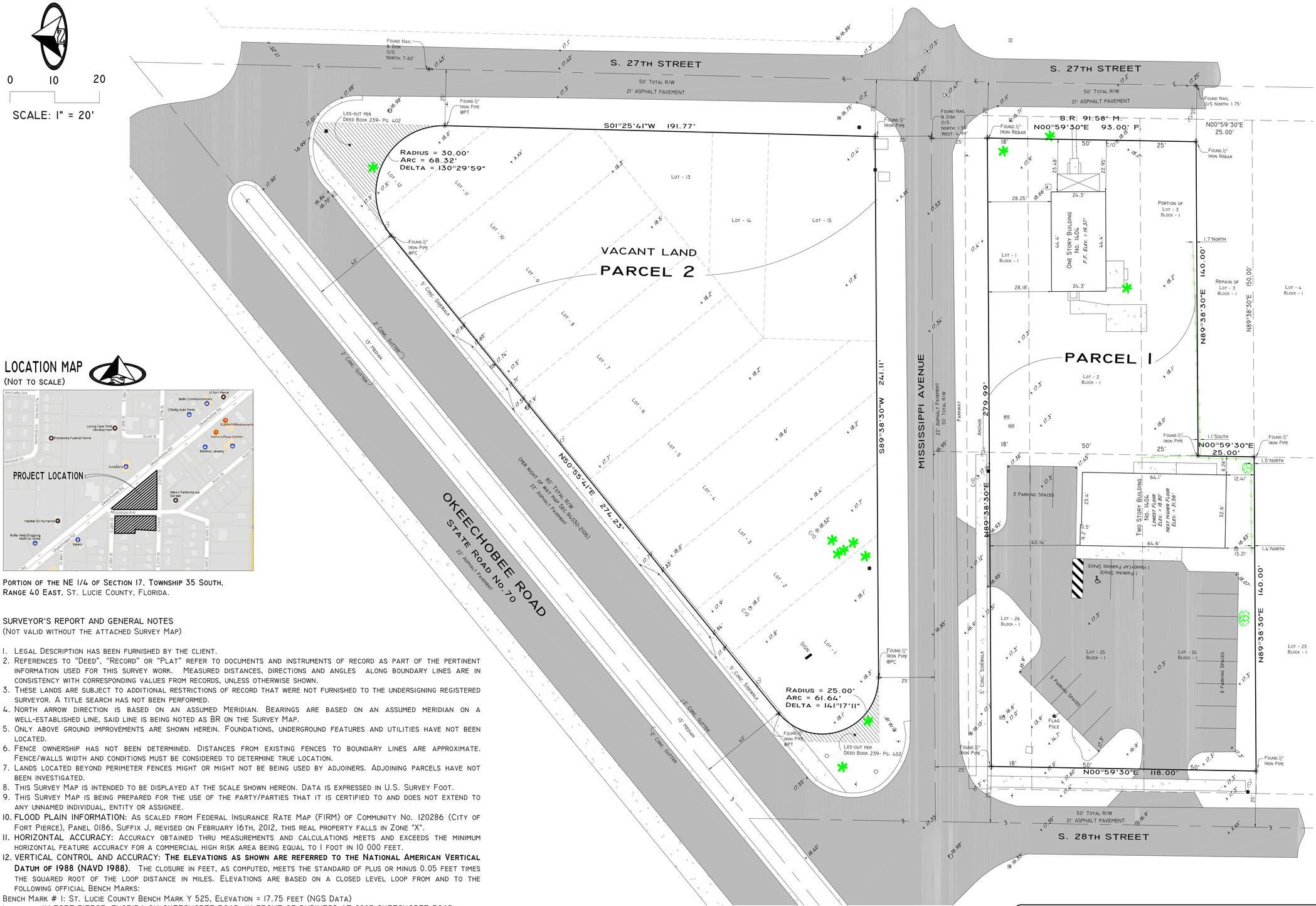
LIGHTING DYNAMICS, INC.
7835 West Commercial Blvd.
Tamarac, FL 33351
(954) 944-0286
www.lightingdynamics.com

Project Name and Address
AMERICAN CARE MEDICAL CENTER
Lighting Study - Site
Fort Pierce, FL

FILE P:\PROJECTS\2025\APR
CLIENT

Project	American Care	Sheet L0
Date	05/01/2025	
Scale	1/8" = 1'	DRAWN BY VR

PROJECT NO. 17156



LOCATION MAP
(NOT TO SCALE)

PORTION OF THE NE 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

SURVEYOR'S REPORT AND GENERAL NOTES
(NOT VALID WITHOUT THE ATTACHED SURVEY MAP)

1. LEGAL DESCRIPTION HAS BEEN FURNISHED BY THE CLIENT.
2. REFERENCES TO "DEED", "RECORD" OR "PLAT" REFER TO DOCUMENTS AND INSTRUMENTS OF RECORD AS PART OF THE PERTINENT INFORMATION USED FOR THIS SURVEY WORK. MEASURED DISTANCES, DIRECTIONS AND ANGLES ALONG BOUNDARY LINES ARE IN CONSISTENCY WITH CORRESPONDING VALUES FROM RECORDS, UNLESS OTHERWISE SHOWN.
3. THESE LANDS ARE SUBJECT TO ADDITIONAL RESTRICTIONS OF RECORD THAT WERE NOT FURNISHED TO THE UNDERSIGNING REGISTERED SURVEYOR. A TITLE SEARCH HAS NOT BEEN PERFORMED.
4. NORTH ARROW DIRECTION IS BASED ON AN ASSUMED MERIDIAN. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN ON A WELL-ESTABLISHED LINE, SAID LINE IS BEING NOTED AS BR ON THE SURVEY MAP.
5. ONLY ABOVE GROUND IMPROVEMENTS ARE SHOWN HEREIN. FOUNDATIONS, UNDERGROUND FEATURES AND UTILITIES HAVE NOT BEEN LOCATED.
6. FENCE OWNERSHIP HAS NOT BEEN DETERMINED. DISTANCES FROM EXISTING FENCES TO BOUNDARY LINES ARE APPROXIMATE. FENCE/WALLS WIDTH AND CONDITIONS MUST BE CONSIDERED TO DETERMINE TRUE LOCATION.
7. LANDS LOCATED BEYOND PERIMETER FENCES MIGHT OR MIGHT NOT BE BEING USED BY ADJOINERS. ADJOINING PARCELS HAVE NOT BEEN INVESTIGATED.
8. THIS SURVEY MAP IS INTENDED TO BE DISPLAYED AT THE SCALE SHOWN HEREON. DATA IS EXPRESSED IN U.S. SURVEY FOOT.
9. THIS SURVEY MAP IS BEING PREPARED FOR THE USE OF THE PARTY/PARTIES THAT IT IS CERTIFIED TO AND DOES NOT EXTEND TO ANY UNNAMED INDIVIDUAL, ENTITY OR ASSIGNEE.
10. **FLOOD PLAIN INFORMATION:** AS SCALED FROM FEDERAL INSURANCE RATE MAP (FIRM) OF COMMUNITY NO. 120286 (CITY OF FORT PIERCE), PANEL 0186, SUFFIX J, REVISED ON FEBRUARY 16TH, 2012, THIS REAL PROPERTY FALLS IN ZONE "X".
11. **HORIZONTAL ACCURACY:** ACCURACY OBTAINED THRU MEASUREMENTS AND CALCULATIONS MEETS AND EXCEEDS THE MINIMUM HORIZONTAL FEATURE ACCURACY FOR A COMMERCIAL HIGH RISK AREA BEING EQUAL TO 1 FOOT IN 10 000 FEET.
12. **VERTICAL CONTROL AND ACCURACY: THE ELEVATIONS AS SHOWN ARE REFERRED TO THE NATIONAL AMERICAN VERTICAL DATUM OF 1988 (NAVD 1988).** THE CLOSURE IN FEET, AS COMPUTED, MEETS THE STANDARD OF PLUS OR MINUS 0.05 FEET TIMES THE SQUARED ROOT OF THE LOOP DISTANCE IN MILES. ELEVATIONS ARE BASED ON A CLOSED LEVEL LOOP FROM AND TO THE FOLLOWING OFFICIAL BENCH MARKS:

BENCH MARK # 1: ST. LUCIE COUNTY BENCH MARK Y 525. ELEVATION = 17.75 FEET (NGS DATA)
LOCATION: IN FORT PIERCE, FLORIDA ON OKEECHOBEE ROAD, IN FRONT OF BUSINESS AT 2807 OKEECHOBEE ROAD
DESCRIPTION: SURVEY DISK SET IN TOP OF CONCRETE MONUMENT
BENCH MARK # 2: ST. LUCIE COUNTY BENCH MARK S 18, ELEVATION = 17.90 FEET (NGS DATA)
LOCATION: 2.0 MILES SOUTHWEST ALONG STATE HIGHWAY 70 (OKEECHOBEE ROAD) FROM THE FLORIDA EAST COAST RAILWAY AT FORT PIERCE, ST. LUCIE COUNTY, 200 FEET WEST OF THE INTERSECTION OF TWENTY-NINTH STREET, ACROSS THE ROAD FROM A POINT 53 FEET EAST OF BOB AND TODS MARKET, 32.3 FEET NORTH OF THE CENTER LINE OF THE HIGHWAY, AND 40.8 FEET EAST OF A CEMENT PROPERTY-CORNER POST WHICH IS DIRECTLY ACROSS THE HIGHWAY FROM THE EAST EDGE OF THE GROCERY. A STANDARD DISK, STAMPED 19.232 S 18 1933 AND SET IN THE TOP OF A CONCRETE POST FLUSH WITH THE GROUND.

THE PLAT OF M.K. MOORES SUBDIVISION (PB 3-PG. 11) LACKS ANGULAR DATA: SURVEY IS BASED ON FIELD OCCUPATIONS AND FINDINGS.

LEGEND & ABBREVIATIONS

- = CONCRETE (CONC.)
- = CONCRETE BLOCK WALL
- = WOOD DECK
- = COVERED AREA
- = ASPHALT
- = TILE
- = PAVERS
- = STONE
- = CHAIN LINK FENCE (CLF)
- = WOOD FENCE (WF)
- = IRON METAL BARS FENCE (IF)
- = OVERHEAD WIRES
- = WATER VALVE (WV)
- = POWER POLE (PP)
- = GUY ANCHOR
- = WATER METER (WM)
- = CONC. LIGHT POLE (LP)
- = WELL
- = STREET SIGN
- = SANITARY MANHOLE
- = DRAINAGE MANHOLE
- = MANHOLE
- = FIRE HYDRANT
- = CABLE BOX (CATV)
- = FPL TRANSFORMER
- = CATCH BASIN OR INLET
- = EXISTING ELEVATION
- = PERMANENT REFERENCE MONUMENT (PRM)
- = PROPERTY CORNER
- = PERMANENT CONTROL POINT (PCP)

PT = POINT OF TANGENCY
PC = POINT OF CURVATURE
PCC = POINT OF COMPOUND CURVE
PRC = POINT OF REVERSE CURVE
BM = BENCH MARK
BR = BEARING REFERENCE
TBM = TEMPORARY BENCH MARK
℄ = PROPERTY LINE
℄ = CENTER LINE
M = MONUMENT LINE
CALC = CALCULATED
MEAS = FIELD MEASURED
P = PER PLAT
PSM = PROFESSIONAL SURVEYOR AND MAPPER
A/C = AIR CONDITIONER PAD
ENCR = ENCROACHEMENT
FF ELEV= FINISHED FLOOR ELEVATION
PB = PLAT BOOK
ORB = OFFICIAL RECORD BOOK
CBS = CONCRETE BLOCK STRUCTURE
R/W = RIGHT OF WAY
ELEV = ELEVATION
SEC = SECTION
T = TOWNSHIP
R = RANGE

LEGAL DESCRIPTION: LOTS 1, 2 AND THE NORTH 25 FEET OF LOT 3, BLOCK 1, LESS NORTH 10 FEET OF LOT 1 AS IN OR 328-441 AND LESS THE EAST 10 FEET AS IN OR 334-1888 OF M.K. MOORE'S SUBDIVISION, IN SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, AND LOTS 24, 25 AND 26, BLOCK 1, LESS WEST 10 FEET AS IN OR 305-1337 AND LESS THE NORTH 10 FEET OF LOT 26 AS IN OR 305-1339 OF M.K. MOORE'S SUBDIVISION, IN SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST,ACCORDING TO THE MAP THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 11 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LOTS 1, 11 AND 12, LESS ROAD RIGHT OF WAY CONVEYED TO THE STATE OF FLORIDA IN DEED BOOK 239, PAGE 402, AND ALL OF LOTS 2 THROUGH 10 AND LOTS 13 THROUGH 15 OF SUNRISE PARK ADD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 30, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

ADDITIONS AND DELETIONS TO THIS SURVEY MAP ARE PROHIBITED. THIS SURVEY MAP AND REPORT ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR WITHOUT THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OF THE UNDERSIGNING FLORIDA LICENSED SURVEYOR AND MAPPER.

BELLO & BELLO LAND SURVEYING
12230 SW 131 AVENUE • SUITE 201 • MIAMI FL 33186
LB#7262 • PHONE: 305.251.9606 • FAX: 305.251.6057
E-MAIL: INFO@BELLOLAND.COM • WWW.BELLOLANDSURVEYING.COM

MAP OF BOUNDARY SURVEY

PROPERTY ADDRESS:
1404 SOUTH 28TH STREET - 2739 OKEECHOBEE,
FORT PIERCE, FLORIDA 34947

ASPATRIA INSTITUTE

EMPOWERING YOU FOR A FULFILLING CAREER

Organizational Structure

Aspatria Institute, Inc., is a Florida Corporation doing business in the State of Florida. Aspatria Institute is licensed by the Commission for Independent Education, Florida Department of Education.

Our Mission Statement

We're dedicated to providing an education that leads to meaningful employment and opportunities. We support individuals in local communities by inviting students to participate in an online experience that provides intellectual challenge, academic enrichment, and career development, coupled with an onsite work environment learning experience.

Programs Offered

Schedules

Day Shift → 8:00am – 1:00pm (Monday – Friday)

Evening Shift → 6:00pm – 10:00pm (Monday – Friday)

Externship Site Schedule – 8:00am – 7:00pm (Monday – Saturday)

Diploma Programs
Method of Delivery: Hybrid

Medical Assistant:
Timeframe: 1300 Clock hours

Home Health Aide:
Timeframe: 165 Clock hours

Phlebotomy:
Timeframe: 165 Clock hours

Associate of Science
Method of Delivery: Online & Hybrid

Medical Assistant:
Timeframe: 71 credits

Business Administration:
Timeframe: 60 credits

Health Service Management:
Timeframe: 60 credits

Business Administration:
Timeframe: 60 credits

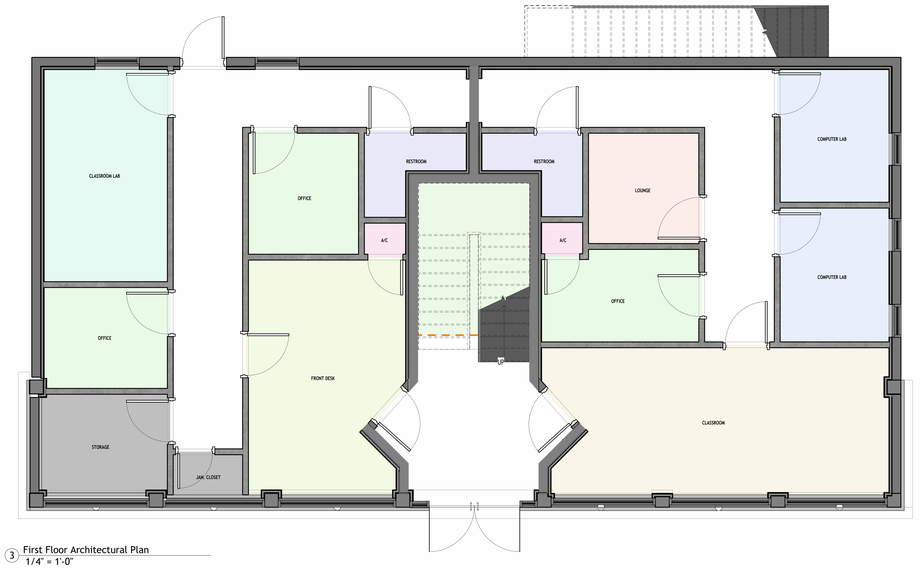
Limited Enrollments (20) Per Quarter



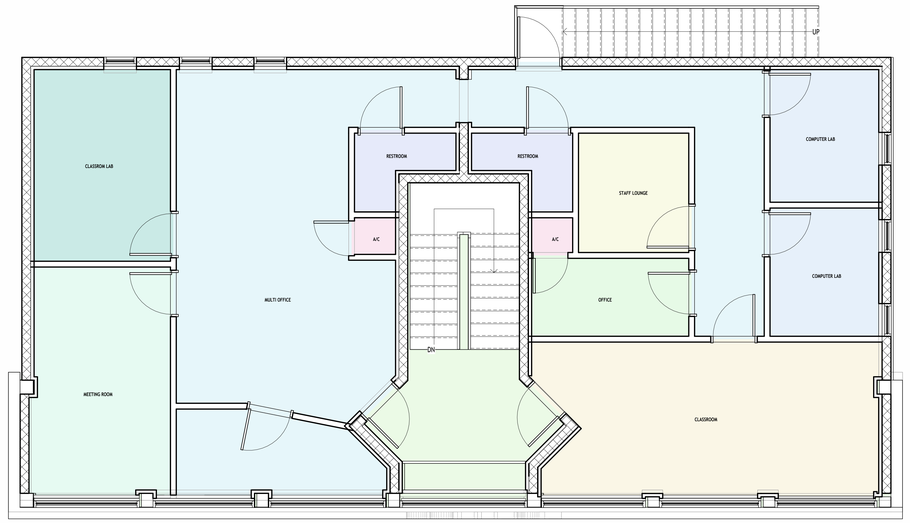
2 SOUTH EAST VIEW
12" = 1'-0"



1 SOUTH WEST VIEW
12" = 1'-0"



3 First Floor Architectural Plan
1/4" = 1'-0"



4 Second Floor Architectural Plan
1/4" = 1'-0"

ASPATRIA INSTITUTE
EMPOWERING YOU FOR A FULFILLING CAREER

www.aspatriainstitute.com

We understand that a traditional four-year college isn't the right route for everyone, but Aspatria Institute is an excellent choice to get you on the path towards a fulfilling career. We know that life doesn't stop when you're learning. That's why we've created a curriculum that helps you maintain a balance between your education and everything else you have going on. Our hybrid programs combine in-person learning with online classes, giving our students balance and variety throughout their semesters. In addition, we offer externship opportunities that provide hands-on experience at an established medical practice.

One thing to know about Aspatria Institute: we are here to help you succeed and achieve your goals. Let us invest in you and our community's future. Enroll today, and take the first step towards your new career.

We provide opportunities and support for individuals in our local community as they develop skills towards a new career.

ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LOCAL FLORIDA BUILDING CODE 2023 8TH ED. AND ALL REGULATORY LOCAL AND GOVERNMENTAL CODES

FORT PIERCE LOCATION
4,044.00 SQFT

FORT PIERCE ASPATRIA

PRESENTATION

Project Number	01
Date	JULY 2025
Drawn By	GR
Checked By	FORT PIERCE CITY
Scale	As indicated

PRES-VIEW

7/7/2025 5:08:03 PM

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Gildardo Rodelo
American Care
1120 Carlton Ave.
Lake Wales, FL 33853

Subject: Conditional Use (PZCON2025-00003)
Aspatria Institute – 1404 S. 28th Street
Technical Review Committee comments **for April 17, 2025, TRC Meeting**

City of Fort Pierce Planning Department

Application **requires resubmittal** for the following reasons:

1. Landscaping should be increased and reflected on the site plan.
    a. At least two (2) additional trees should be planted on property
    b. Additional shrubs and hedges along Mississippi Ave and 28th Street sidewalks
2. Footcandle should be installed in front of the sectioned parking spaces to increase illumination for safety

Advisory Comments

3. Sign permits will be required and are filed separately during the permitting process

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 4/17/25
Property Address: PZCON2025-00003 – Cond. Use with no Construction – Aspatria College- 1404 S 28th St.

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: 4/15/25

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Kerry Driver – Senior Planner

From : Selena Griffett, P.E.

Thru : Mark Zrallack, P.E. – City Engineer

Re : Conditional Use
Aspatria College – 1404 S 28th Street
PZCON2025-00003

Date : April 7, 2025

This is to advise you that we have completed the review of the following documents as received by this office on April 4, 2025:

- ☐ Development Permit Compliance Review
- ☐ Site Plan
- ☒ Conditional Use
- ☐ Permits
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Other MASTER PD

Based on our reviews and appropriate site final inspection, we

- ☐ Recommend
- ☒ Do Not Recommend

- ☐ Site Plan Approval
- ☐ DPCR Approval
- ☒ Conditional Use

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

☒ See attached for comments

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\A\Aspatria College\CU 04072025\CU Comments 04072025.docx

Engineering Comments:

The Boundary Survey does not appear to show the entire property. Please update the survey to include the building shown on Sheet A-0.0.

Technical Review Committee meeting

April 17, 2025

Case #: PZCON2025-00003

Planner: City of Ft. Pierce Planning Department.

Conditional Use, no new construction.

1408 South 28th Street, Ft. Pierce (Aspatria College).

Comments:

Please ensure the illumination of the parking area of the proposed educational facility meets or exceeds the requirements standards set forth by City of Fort Pierce Code.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 Ext 3473

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: PZCON2025-00003
Conditional Use with No New Construction - Aspatria College - 1404 S. 28th Street

W/WW Engineering: Approved as noted,

This location currently has FPUA services, if additional capacity is required to facilitate improvements, please contact the Water and Wastewater Engineering Department, at 1701 S 37th Street Fort Pierce Florida. For more information please contact John Biggs at 772 466 1600 ext. 3474.

Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved**. Please provide electric information.

New pad mount transformer lead time is up to 52 weeks.

Please contact Sal Scimeca for electric customer requirements and project coordination.
Before work begins.

Sal Scimeca
Engineering Technician III
Electric & Gas Engineering
Fort Pierce Utilities Authority
sscimeca@fpua.com
772.466.1600 ext. 6957

Gas: Approved.

FPUAnet Fiber: FPUAnet **Approves.** Fiber Internet Service **– Available.**
Contact Eric Peters at (772) 468-1697 or peters@fpua.com for **Fiber Internet** requirements.

Developer Letter.pdf

Fort Pierce Utilities Authority
FPUAnet Communications
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

Dear Developer,

I'm reaching out on behalf of **FPUAnet**, the City of Fort Pierce's municipal fiber internet provider, to introduce how we can support your next development project with fast, reliable, and cost-effective connectivity built for long-term growth.

Here's why developers like you choose **FPUAnet**:

• **Scalable Fiber Infrastructure**
Our fiber network is designed to evolve with the needs of Fort Pierce, ensuring your properties have the bandwidth to support future technologies, smart building systems, and high-demand applications.

• **Gigabit Speeds at Every Site**
Whether it's residential, commercial, or mixed-use, we deliver **consistent gigabit speeds** across our service area—ensuring your tenants and buyers enjoy fast, seamless internet.

• **Community-Wide Coverage**
We don't just serve high-density areas—we extend fiber access to underserved neighborhoods, helping developers meet connectivity requirements across all project types and locations.

• **Cost-Effective & Developer-Friendly**
With **competitive pricing** and a **community-first model**, FPUAnet offers lower rates than private ISPs—helping keep your project costs in check, with no hidden fees or profit-driven markups.

On top of that, **our dedicated local support team is available 24/7**, giving you and your buyers reliable access to real people who know the area and the network inside and out.

I'd love to discuss how we can help meet your project's specific connectivity needs. Please feel free to reach me directly at **peters@fpua.com** or **772-468-1697**.

Looking forward to partnering with you.

Best regards,
Eric Peters
On behalf of FPUAnet

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: 1404 S. 28th Street PZCON2025-00003

REVIEW DATE: 4/7/2025

PLANNER: KERRY DRIVER

REVIEWED BY: Lt Jesse Almand

Site Plan Approved with conditions: _____

Site Plan Requires Re-submittal: __X_____

The Following Conditions/Revisions Are Necessary:

1. **Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.**
2. **Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**
3. **Please provide an electronic revised copy of the site plan if applicable (pdf format).**
4. **Please provide written acknowledgement of the conditions/revisions provided.**
5. **The Fire District reserves the right for future comments at the site plan & building construction phase.**
6. **Be advised, although there is no new construction planned for this project it will be subject to a New Business Inspection and possibly a Change of Occupancy Review.**

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

The project will have to meet all of the Occupancy requirements at that time to be in compliance with the currently adopted version of the *Florida Fire Prevention Code.*

Autozone Inc
#1238 Dept 8088
PO Box 2198
Memphis, TN 38101-2198

H & N 402 SW Friar Street LLC
7892 Saddlebrook DR
Port St Lucie, FL 34986-3100

H And N 402 SW Friar Street LLC
7892 Saddlebrook Dr
Port St Lucie, FL 34986

H & N 402 SW Friar Street LLC
7892 Saddlebrook DR
Port St Lucie, FL 34986-3100

TMT ENTERPRISES LLC
811 S 7th ST
Fort Pierce, FL 34950-9316

Maria Campos
2608 S 16th St
Fort Pierce, FL 34982

Royal Rentals LLC
3191 NW 114th TER
Coral Springs, FL 33065-3113

Wendy R Lounds
2700 N Highway A1A AVE, Unit A
Hutchinson Island, FL 34949-1580

Martin Reyes
2608 Ohio Ave
Fort Pierce, FL 34947-4731

Green River Builders & Investme
515 Hartman RD
Fort Pierce, FL 34947-3403

PRD Owner LLC
11995 El Camino Real
San Diego, CA 92130-2539

H And N 402 SW Friar Street LLC
7892 Saddlebrook Dr
Port St Lucie, FL 34986

James Hart Jr and Rebecca Hart
4000 Delaware AVE
Fort Pierce, FL 34947-6119

Alma Rosa Barajas (TR)
1010 S 9th ST
Fort Pierce, FL 34950-9328

MPG Enterprises LLC
PO Box 14949
Fort Pierce, FL 34979-4949

MPG Enterprises LLC
PO Box 14949
Fort Pierce, FL 34979-4949

Rosa Barajas Interpreting Inc
1010 S 9th ST
Fort Pierce, FL 34950-9328

H AND N 645 Prima Vista LLC
7892 Saddlebrook DR
Port St Lucie, FL 34986-3100

Richard Renner
230 Chimney RD
Watertown, CT 06795-1622

TMT ENTERPRISES LLC
811 S 7th ST
Fort Pierce, FL 34950-9316

YOUTH & FAMILY BEHAVIORAL
1211 S 25th St
Fort Pierce, FL 34947

St Lucie Habitat for Humanity Inc
702 S 6th ST
Fort Pierce, FL 34950-8342

ID 2911 LLC
18651 SW 39th ST
Miramar, FL 33029-2703

Mary S Logsdon and Tommy S L
1207 S 28th ST
Fort Pierce, FL 34947-6921

TAYLORMADE HOLDING LLC
10930 Myrtlewood LN
Port St Lucie, FL 34986-3104

Fort Pierce Real Estate Properties
12171 SW 268th ST
Homestead, FL 33032-8001

William Petit
PO Box 13504
Fort Pierce, FL 34979-3504

Jose Luna and Amparo Luna
1411 S 27th ST
Fort Pierce, FL 34947-4722

Lucia Cendejas and Jose Albert C
1413 S 27th ST
Fort Pierce, FL 34947-4722

Wilson T Cruz and Andreia A Cruz
1501 S 27th ST
Fort Pierce, FL 34947-5701

Daniel Torres and Laura Lizbeth V
1507 S 27th ST
Fort Pierce, FL 34947-5701

Erika Chavez Garcia
1511 S 27th ST
Fort Pierce, FL 34947-5701

Maria Guadalupe Montiel Sanch
2706 Ohio AVE
Fort Pierce, FL 34947-4764

Jose Garcia
117 Hartman RD
Fort Pierce, FL 34947-3401

Daniel Bautista and Juana Bautis
1607 S 28th ST
Fort Pierce, FL 34947-6942

Gertrude Romain
1504 S 28th St
Fort Pierce, FL 34947

Adrianna Collins (EST)
1416 S 28th St
Fort Pierce, FL 34950-4429

Shirley Miller
1414 S 28th ST
Fort Pierce, FL 34947-6939

Amanda Bowen
1412 S 28th St
Fort Pierce, FL 34947-6939

Fort Pierce Real Estate Properties
12171 SW 268th ST
Homestead, FL 33032-8001

Savanna Concierge LLC
105 Orange AVE
Fort Pierce, FL 34950-4346

William Schuck
1413 S 28th ST
Fort Pierce, FL 34947-6940

Noe Bautista
1501 S 28th St
Fort Pierce, FL 34947

Hilda Garcia (LF EST)
1505 S 28th ST
Fort Pierce, FL 34947-6975

Dorothy N Guettler
1511 S 28th St
Fort Pierce, FL 34947

Virginia Leitner
c/o Jesse L Davis
1546 Pulitzer Rd
Fort Pierce, FL 34945-4425

El Brava LLC
4718 Fountains Dr S
Lake Worth, FL 33467

Caraf Land 2829 LLC
7844 NW 178th ST
Hialeah, FL 33015-3649

Savanna Concierge LLC
105 Orange AVE
Fort Pierce, FL 34950-4346

Church of the Nazarene of the N
407 Florida AVE
Fort Pierce, FL 34950-8360

Linda Magana
2607 Mississippi AVE
Fort Pierce, FL 34947-4757

Juana Bautista and Javier H Baut
1404 S 27th St
Fort Pierce, FL 34947

Isidra Basajas
1904 Royal Palm DR
Fort Pierce, FL 34982-5627

Jose F Luna and Amparo Luna
1411 S 27th ST
Fort Pierce, FL 34947-4722

Oeun Jacobson
2103 Sunrise BLVD
Fort Pierce, FL 34950-5333

Bonnie L Starling (TR)
3322 Sunrise Blvd
Fort Pierce, FL 34982-6564

Thomas J Douglas Jr and Becky
1407 S 26th St
Fort Pierce, FL 34947-4714

Raymond Angel Galdames and S
1409 S 26th ST
Fort Pierce, FL 34947-4714

Luis Eduardo Medina and Giselle I
1411 S 26th ST
Fort Pierce, FL 34947-4714

Alvaro Campuzano and Guadalu
1501 S 26th ST
Fort Pierce, FL 34947-4749

T Kayne LLC
2521 N Indian River DR
Fort Pierce, FL 34946-1806

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Technical Review Committee
THROUGH:	Kevin Freeman, Planning Director
FROM:	Kerry C. Driver, Senior Planner
RE:	**Conditional Use No New Construction – PZCON2025-00003** **1404 S 28th Street**
TRC MEETING DATE:	April 17, 2025
Resubmittal Date:	May 27, 2025

Resubmittal for (Conditional Use No New Construction) 1404 S 28th St.

The above referenced project is being resubmitted for a second review and comments. The applicant is requesting a Conditional Use with no new construction for a property address, 1404 S. 28th St.

Please send all comments to kdriver@cityoffortpierce.com, planning@cityoffortpierce.com and/or through interoffice mail to the Planning Department

Thank you,

Kerry

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Kerry Driver – Senior Planner

From : Selena Griffett, P.E.

Thru : Mark Zrallack, P.E. – City Engineer

Re : Conditional Use
Aspatria College – 1404 S 28th Street
PZCON2025-00003

Date : May 27, 2025

This is to advise you that we have completed the review of the following documents as received by this office on May 27, 2025:

- ☐ Development Permit Compliance Review
- ☐ Site Plan
- ☒ Conditional Use
- ☐ Permits
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Other MASTER PD

Based on our reviews and appropriate site final inspection, we

- ☐ Recommend
- ☒ Do Not Recommend

- ☐ Site Plan Approval
- ☐ DPCR Approval
- ☒ Conditional Use

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

☒ See attached for comments

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\A\Aspatria College\CU Resubmittal 05272025\CU Comments 05272025.docx

Engineering Comments:

As previously noted, the Boundary Survey does not appear to show the entire property.

The Boundary Survey from Target Surveying does not show the entire property as shown on the Property Appraiser website (attached), and what was shown on Sheet A-0.0 of the plans submitted in April.

While there may be no work proposed for this area, the survey as provided is incomplete.

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: 1404 S. 28th Street PZCON2025-00003

REVIEW DATE: 4/7/2025

PLANNER: KERRY DRIVER

REVIEWED BY: Lt Jesse Almand

Site Plan Approved with conditions: __X_____

Site Plan Requires Re-submittal: _____

The Following Conditions/Revisions Are Necessary:

1. ~~**Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.**~~ **Received 5/30/2025**

2. ~~**Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**~~ **Received 6/9/2025**

3. ~~**Please provide an electronic revised copy of the site plan if applicable (pdf format).**~~ **Received 6/10/2025**

4. ~~**Please provide written acknowledgement of the conditions/revisions provided.**~~

5. ~~**The Fire District reserves the right for future comments at the site plan & building construction phase.**~~

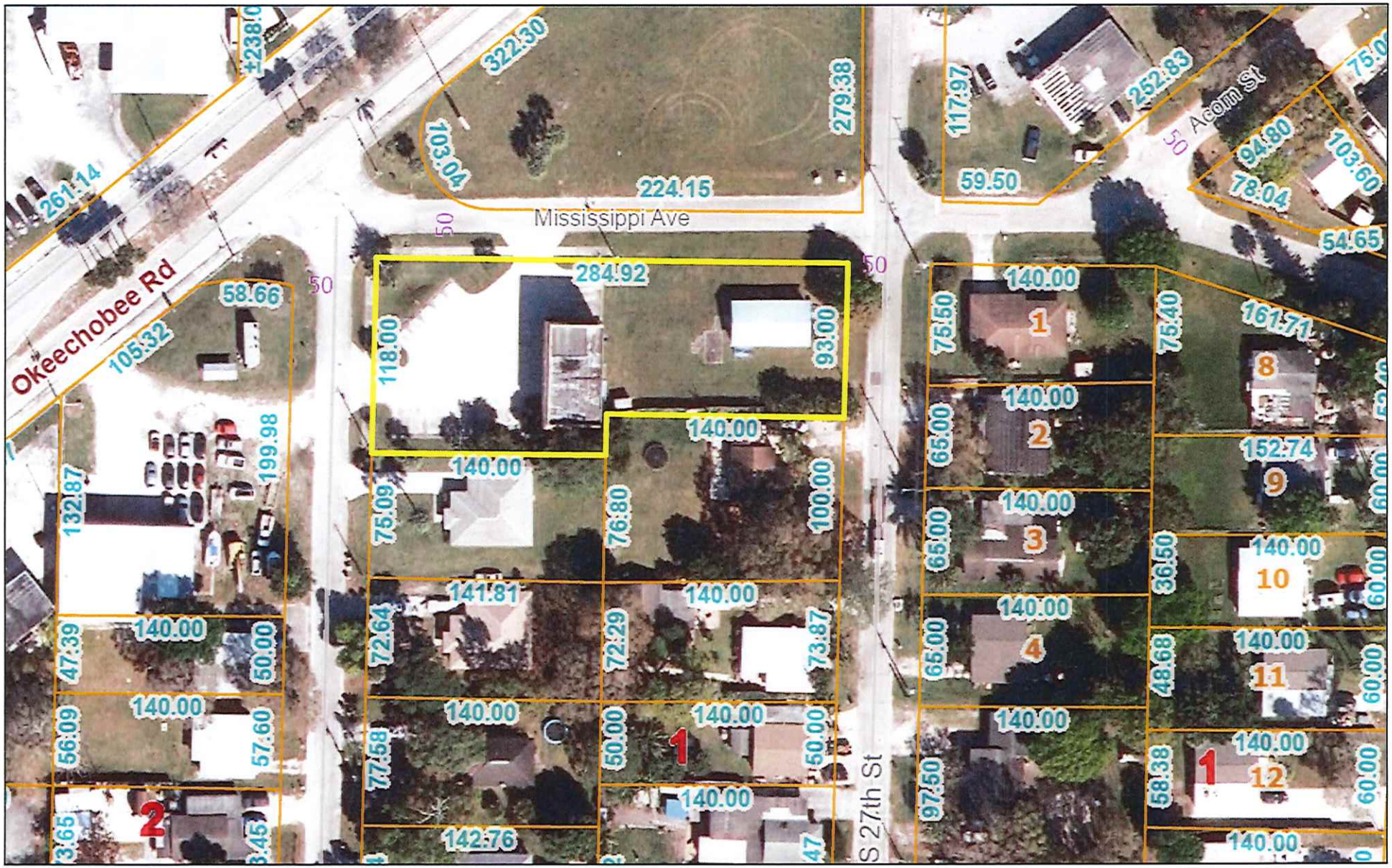
_____

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

6. ~~**Be advised, although there is no new construction planned for this project it will be subject to a New Business Inspection and possibly a Change of Occupancy Review. The project will have to meet all of the Occupancy requirements at that time to be in compliance with the currently adopted version of the *Florida Fire Prevention Code*.**~~

Saint Lucie County Property Appraiser



4/7/2025

Search Results

Comparable Search

1:1,128

0 45 90 180 ft

0 12.5 25 50 m

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Kerry Driver – Senior Planner

From : Selena Griffett, P.E.

Thru : Mark Zrallack, P.E. – City Engineer

Re : Conditional Use
Aspatria College – 1404 S 28th Street
PZCON2025-00003

Date : June 25, 2025

This is to advise you that we have completed the review of the following documents as received by this office on June 18, 2025:

- ☐ Development Permit Compliance Review
- ☐ Construction Drawings
- ☐ Site Plan
- ☐ Test Reports & Related Documents
- ☒ Conditional Use
- ☐ Record Drawings
- ☐ Permits
- ☐ Other MASTER PD

Based on our reviews and appropriate site final inspection, we

- ☒ Recommend
- ☐ Do Not Recommend

- ☐ Site Plan Approval
- ☐ DPCR Approval
- ☒ Conditional Use Approval

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

☐ See attached for comments

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\A\Aspatria College\CU Submittal 06182025\CU Comments 06252025.docx

American Care
Medical Centers

1404

PUBLIC HEARING

A CONDITIONAL USE application has been received for this property.

For more information:

(772) 467-3737

FORT PIERCE, FL
THE SUNRISE CITY

PUBLIC HEARING

A CONDITIONAL USE application has been received for this property.

For more information:
(772) 467-3737

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, JULY 14, 2025, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present:	Clayton Johnson; Justine Carter; Alexander Edwards; Ryan Collins; Nichelle Clemons, Chair
Absent:	Christopher Widing; Anton Kreisl
Staff Present:	Kev Freeman, Planning Director Vennis Gilmore, Senior Planner Kerry Driver, Senior Planner Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Mr. Kreisl and Mr. Widing were excused.

5. APPROVAL OF MINUTES

a. Minutes from the June 9, 2025 meeting

Motion was made by Ryan Collins, and seconded by Alexander Edwards to approve the minutes from the June 9, 2025 meeting.

AYE: Alexander Edwards, Ryan Collins, Justine Carter, Chair Nichelle Clemons, Clayton Johnson

Passed

6. NEW BUSINESS

a. **PZANN2025-00002**
Annexation
1903 S. 37th Street

Ms. Driver gave an overview of the application. She said the site area is approximately 63 acres and the taxable value of the property is $34,991. Ms. Driver stated the existing county Future Land Use is Commercial and the proposed Future Land Use is General Commercial. The existing county zoning is Commercial Neighborhood and the proposed zoning is General Commercial. Ms. Driver showed the Future Land Use comparison chart.

No one spoke for or against the application.

Motion was made by Justine Carter, and seconded by Alexander Edwards to forward a recommendation of approval of the proposed annexation to the City Commission.

AYE: Ryan Collins, Clayton Johnson, Justine Carter, Alexander Edwards, Chair Nichelle Clemons

Passed

b. **PZSITE2025-00027**
Major Site Plan Amendment
Kings Landing
Generally located at or near 322 North 2nd Street

Mr. Freeman gave an overview of the application. He said the application proposes a major amendment to a previously approved site plan of eight (8) parcels in respect of the Kings Landing development. Mr. Freeman noted that on February 7, 2022, the City replaced the site plan with an amended site plan through Ordinance 22-003. Mr. Freeman explained there have been changes to the development agreement and the potential developers of the property. He said the application is under time constraints through a development agreement. He noted the Historic Preservation Board and City Commission hearings have to take place before September 2025. Mr. Freeman stated the existing zoning is PD - Planned Development and the existing Future Land Use is CBD - Central Business District. He showed the original site plan and the amended site plan. Mr. Freeman said the revision to the site plan was formulated through a meeting with the applicant, developer, and a number of city departments. One of the main points of the staff was how to be efficient in the layout and how additional parking could be created on the property in excess of what was already being proposed. He said the amended site plan has one single spine through route from Indian River Drive to N. 2nd Street and the site became more efficient and allowed for the development of a larger capacity parking garage within the property.

Mr. Freeman showed the Kings Landing site data comparison. He explained that the townhomes have been removed and are being constructed individually. The site has been bifurcated into two. The changes to the site plan include a downsized restaurant, the hotel has gone from 140 to potentially 148 rooms, retail space has been upsized, parking has increased to 516 parking spaces, and a fitness area and meeting rooms have been added. Mr. Freeman said the landscape plan centers on creating a pedestrian-friendly welcoming through street and lots of landscaping around the property. Mr. Freeman highlighted that it is important that this part of the development complies with the latest development agreement and all the dates in the proposal line up with the

agreement. The phasing schedule has been lined up to meet the timeline. Mr. Freeman showed the architectural drawings. He noted there are outstanding comments from the Engineering department that the applicant is working on and will need to be resolved before the presentation to the City Commission. Mr. Freeman said the Historic Preservation Board will be looking more at the architecture. He is hoping the City Commission hearing will be in September 2025 with all the Engineering comments complied with.

Ms. Carter asked if there had been discussions about making it a better plan with pervious pavement. Mr. Freeman said the applicant is proposing large tracts of pervious stormwater treatment.

Mr. Collins asked if the hotel parking was on site or in the city's parking garage.

Chair Clemons asked for clarification on the parking garage being completed in phase 2 and the hotel being completed in phase 1.

Dave Baggett, applicant representative from Haley Ward, answered questions from the Board. He stated eco-friendly items are actively being incorporated into the project. Mr. Baggett said they are working with the Ferguson company, which uses a lot of innovative stormwater technology. He said the site never had a permanent stormwater management system when it was the FPUA power plant. He said they are landscaping wherever they can. More details will be available at the site work permit when the construction plans are approved and the Engineering comments are addressed.

Bill Ware from Live Oak Holdings, answered the question about phasing. He stated they have three (3) phases and the third phase is the lot on the west side of 2nd Street. In an ideal world, Mr. Ware said he would like to start phase two before phase one is completed, which means the parking garage and everything to the south has to be commenced shortly thereafter. In the meantime, they would have to use the lot on the west side of 2nd Street for any parking needs and construction activity if the hotel is completed before the garage is done.

Ms. Carter asked if the lot has enough space if the hotel was at full capacity.

Mr. Collins asked if the plan was for the hotel to use the parking on site. Mr. Ware said the top floor of the hotel will be dedicated to the hotel. Mr. Collins asked about the brand of the hotel. Mr. Ware stated the hotel will be a Marriot Tribute. Mr. Collins asked if there was a restaurant on site. Mr. Ware said there is a restaurant in the hotel and on the first floor of the building adjacent to the hotel will also be a restaurant space.

Perry Lloyd, resident, said palm trees don't help with shade. He said there are no real trees in the drawing and Moore's creek could be smelly.

Ms. Carter asked about the impact of the drainage going into Moore's Creek and if there is room for improvement in adding trees. Mr. Baggett stated the stormwater system will provide for treatment and attenuation and a permit is required by South Florida Water Management. He said the rendering is an architectural concept and the landscape plan outlines the species of trees.

Mr. Johnson noted the development has more landscaping than most projects. There are 54 trees and 225 palm trees, and they have been asked to remove some of the landscaping.

Motion was made by Justine Carter, and seconded by Clayton Johnson to approve Kings Landing Major Amendment to the Site Plan with the following being met prior to presentation to the City Commission:
A. All requirements of the City's Engineering Department have been met. TOGETHER with the following Conditions added to the Ordinance

1. The Kings Villas element of the site plan is not incorporated within this approved site plan reference 25-114 HD KING - WARE R11.DWG.
2. The Timetable of Development shall comply with the Third Amendment to the Amended and Restated Agreement for Development of King's Landing, such;
   - Phase 1 to be completed no later than July 11, 2028.
   - Phase 2 building permits or DPCR approval for must be complete by February 24, 2027. Construction commencement for Phase 2 no later than May 19, 2027, and completion of Phase 2 no later than May 29, 2029
   - Phase 3 building permit or DPCR approval for construction of Phase 3 no later than August 23, 2028, and construction commencement of Phase 3 no later than November 15, 2028. Construction completion of Phase 3 no later than November 13, 2029.
3. All required Roadway improvements (including sidewalks) shall be completed and approved in compliance with the Development Agreement.
4. A Plat shall be required prior to the application for building permits in respect of vertical construction.

AYE: Justine Carter, Alexander Edwards, Clayton Johnson, Chair Nichelle Clemons
NAY: Ryan Collins
Passed

c. **PZCON2025-00006**
Conditional Use with No New Construction
House of Peace Group Living Facility
2021 Sunrise Boulevard

Mr. Gilmore gave an overview of the application. He said the request is to operate a licensed Agency for Persons with Disabilities (APD) provider group home. Mr. Gilmore stated the site is approximately 19 acres with an existing Future Land Use of Office-Professional and Business Services (OP) and the zoning of Office Commercial (C-1). The property is a 1,650 square-foot, single-family, one-story, 1954 home with 4-bedrooms and 2-bathrooms. The home is primarily surrounded by residential uses; all single-family homes and three (3) commercial parcels. Mr. Gilmore said the site currently has a driveway that does not have the minimum required driveway width. He said the group home will accommodate a maximum of five (5) residents, ranging from 21 to 65 years old. The home is co-ed, housing both male and female residents. Mr. Gilmore said the House of Peace will employ four (4) full-time rotating staff members. Staff will work in rotating shifts to ensure 24/7 supervision and support. He stated transportation will be provided by the facility, including a dedicated transport van used to take residents to and from medical appointments, community activities, and other services. Mr. Gilmore said staff recommend approval with two (2) conditions.

LaShonda Roberts, applicant and owner, stated the group home is a great opportunity to help, and she is looking forward to providing the service.

Chair Clemons asked if the driveway extension had been completed. Ms. Roberts said she will complete the driveway once the application has been approved.

Perry Lloyd, a resident, said there are lots of group homes in the neighborhood and state law

requires a specific distance between them.

Lisa Kauffman, property owner to the north of the home, said she doesn't know who will be at the group home. She also noted the group home is close to an elementary school and the group home provides no advantages to the neighborhood. Ms. Kauffman said the future sale of her home might not be a possibility.

William Faitella, resident, said he lives in the house next door. He said there is an elementary school, an at-risk school and a middle school nearby. Mr. Faitella said he is not sure if the group home will be a house of recovery.

Ms. Roberts, applicant, said the facility is for persons with mental disabilities. The residents will not be able to drive and will only be escorted by staff. She also noted that the residents have no place to go, and they do not communicate with their families. Ms. Roberts said she works for the school district, and she would not put any students in jeopardy.

Mr. Collins asked if there is a precedent for this type of change for the city. Mr. Gilmore said the state preempted jurisdiction to allow for six (6) individuals in residential zoning districts. He explained the group home is in a commercial zoning district, which requires Conditional Use approval. Mr. Gilmore said if there is another group home in the alloted area, the state would not issue a license.

Motion was made by Alexander Edwards, and seconded by Justine Carter to forward a recommendation of approval to the City Commission with the following two (2) conditions:

1. Per City Code Section 125-316. – Access Control: Residential driveways shall be a minimum of 12 feet wide with a maximum of 26 feet wide. The driveway width must be extended to a minimum width of 12 feet.
2. Limit the number of vehicles parked to no more than two (2) vehicles at a time.

AYE: Alexander Edwards, Clayton Johnson, Justine Carter, Chair Nichelle Clemons
NAY: Ryan Collins
Passed

d. **PZCON2025-00003**
Conditional Use with No New Construction
Aspatria Institute College
1404 South 28th Street

Ms. Driver gave an overview of the application. The parcel is approximately 68 acres with a Future Land Use of General Commercial (GC) and zoning of General Commercial (C-3). Ms. Driver said the college is for students 17 to 55 years old and the college offers diploma programs and associate of science degrees. Ms. Driver provided the operation details for the college, and she said three (3) new trees are shown on the landscape plan.

Chair Clemons asked if there was an irrigation system.

Dr. Jose Garcia, President of Aspatria College, said they have been approved by the state for college classes. He said the main campus is in Jacksonville, Florida and the Fort Pierce location will be a satellite campus. Dr. Garcia said normally, on site, there will be six (6) to ten (10) students and a staff of about four (4). Most of the classes are online. He stated some of the students would use the lab on the campus and the clinical rotations would be through the affiliated clinics. Dr. Garcia said the associate degrees are also done online, and they will

visit the campus only to register. He concluded that the flow of individuals going to the site will be very limited.

Perry Lloyed, resident, stated the parking at the building is insufficient.

Mr. Johnson asked if there would be an issue with the residential neighborhood with the classes being held till 10:00 PM.

Ms. Carter asked for the maximum number of students on the campus at one time.

Mr. Collins asked if the parking was adequte.

Motion was made by Ryan Collins, and seconded by Clayton Johnson to forward a recommendation of approval to the City Commission with the two (2) conditions:

1. Sign permits should be applied for prior to the issuance of Certificate of Occupancy
2. A notarized Landscape Maintenance Agreement is due prior to the issuance of CO

AYE: Ryan Collins, Clayton Johnson, Justine Carter, Alexander Edwards, Chair Nichelle Clemons

Passed

e. **PZANN2025-00003**
Proposed Annexation Agreement Discussion - Ashley Capital
Several parcels, including 2314-801-0006-000-1
North of Pruitt Research Road and West of Kings Highway

Mr. Freeman said this is an annexation agreement with Ashley Capital, who is designing a development off of South Kings Highway in the county. The agreement is to bring it in to the city at a later time and essentially underwrite that it is acceptable among both parties, including the county. The development will be processed, planned and approved in the county and subsequently be brought into the city.

Lee Dobbins, attorney from the Dean Mead Law Firm, stated that in 2022, St. Lucie County put out an RFP to purchase part of the county's undeveloped land in the TCERDA business park. They were looking for an experienced developer that could come in to provide good-paying jobs. He said Ashley Capital has a good proven track record in order to be able to deliver on the county's goals of providing economic development and good-paying jobs. Mr. Dobbins provided the history of Ashley Capital. They are looking to develop a large commercial/industrial facility that is different from large warehouse facilities. Mr. Dobbins noted that Ashley Capital owns and operates their facilities. He said research showed St. Lucie County has a strong need for smaller bays that would be available for up-and-coming businesses. Mr. Dobbins stated that in October 2024, Ashley Capital and St. Lucie County entered into an option agreement. He said Ashley Capital has to do a Future Land Use Amendment, zoning change and get site plan approval. Mr. Dobbins explained that once Ashley Capital gets all the land development approvals, they will close on the property and move forward with developing it. He highlighted that there is a reverter clause in the option agreement that says if Ashley Capital does not meet timeframes in terms of build out, the county can call the property back. Mr Dobbins stated there was an interlocal agreement between the city, FPUA, St. Lucie county and TCERDA relating to annexations of properties on Kings Highway in 2010. He noted that in January 2025 the agreement was further amended. The annexation agreement provides the timeframe for the TCERDA properties on Kings Highway being annexed into the city. Mr. Dobbins said the property Ashley Capital is buying from the county is a part of that land and Ashley Capital has another

60 acres they already own that they bought from the school district, which is also part of this development. He said Ashley Capital wants to avoid delays in the development of the property. They are concerned that if the property or parts of the property get annexed mainstream that could create problems with them getting their approvals. Mr. Dobbins said they approached city staff to see if they could enter into an annexation agreement that would allow Ashley Capital to annex in phases. City staff were supportive of it and an agreement was drafted to accomplish that.

Chair Clemons asked why they do not want to annex and build into the city. Mr. Dobbins said this is a county deal and the county wants to control it. The county wants to make sure they are not going to close the property until they know they are getting what was promised. The option agreement provides that Ashley Capital has to go through the entire process with the county before they close. They are going forward with a Planned Non-Residential Development (PNRD) which is similar to the city's Planned Development, which would include conditions of approval, conditional uses, allowed uses, and site plan. The county wants something that fits within TCERDA.

Ms. Carter asked if the city had to annex the property after it was built and Mr. Collins asked why they wanted the property annexed into the city.

Mr. Freeman said the city would like to see it annexed because of jobs and tax revenue for the city. The infrastructure and bureaucratic work would have been completed by the county.

Mr. Dobbins said the interlocal agreement between the city and county provides that properties within this area could be annexed within the next two years.

Ms. Carter asked if that is a normal timeline for properties being annexed into the city. Ms. Carter asked if there were concerns at all about the different codes between the county and the city.

Mr. Freeman said properties in the county that hook up to city services, water and sewer become subject to an agreement where, if they ever become contiguous with the city, the city would annex the property. Mr. Freeman stated it was taken to the Technical Review Committee to ensure that, in the design process, the applicant and review teams would be cognizant of what the city would be looking for. Mr. Freeman noted it is a very important piece of the Kings Highway area in terms of job creation and setting out a design template and also encouraging this sort of development in this location.

Ms. Carter asked what size of businesses would be in the buildings.

Jill Marasa, Ashley Capital Director of Development for the Treasure Coast, and Ryan Bloss, Ashley Capital Director of Leasing, signed in. Ms. Marasa said the goal is to have a mid-size project from 4,000 square feet up to 200,000 square feet. Ms. Marasa said they are looking for high-quality jobs focusing on manufacturing, aviation, synergy with the airport, trade in the region and what IRSC is doing at the Eastman Workforce Center. She noted this would be the first "Class A" commerce park in unincorporated St. Lucie County and probably the first one in Fort Pierce. Ms. Marasa highlighted that Ashley Capital has high standards, and they build for the long term because they will be here for the long term, and it also allows them to attract the highest and best businesses.

Mr. Freeman said staff will be reporting on the comments from the Planning Board to the City Commission.

Mr. Collins said he thinks this is a good deal and Chair Clemons said this is a win-win for the city.

7. COMMENTS FROM THE PUBLIC

There were no comments from the public.

8. DIRECTOR'S REPORT

Mr. Freeman stated the city is moving forward with the review of the comprehensive plan. As part of that, there will be two comprehensive plan workshops on August 6, 2025, and October 9, 2025, between 5 and 7 PM, that will be hosted by the Treasure Coast Regional Planning Council. He said the Treasure Coast Regional Planning Council has been appointed to look at the update of the comprehensive plan, which is required by state statute. He said the Treasure Coast Regional Planning Council will be giving a presentation at the Planning Board meeting and the City Commission day meeting on September 8, 2025. Mr. Freeman said there will be a questionnaire on the city's website that people can respond to. He noted there will be an opportunity for city citizens and representatives to put forward their issues and recommendations.

Mr. Freeman said at the budget workshop on July 14, 2025, there was large discussion looking at potential cuts in departments to get funding for the police and public works as far as staffing and salaries. He said the budget situation will be rationalized this week, and it will be presented to the City Commission on July 21, 2025.

Mr. Freeman said the Causeway Cove application is going on behind the scenes. He stated he had a conference call last week to talk about the methodology the development would need to be used for the traffic impact statement. Mr. Freeman said the call was with FDOT, St. Luice County, TPO and the reviewing consultant. Mr. Freeman noted staff and external agencies will be ensuring the traffic impact statement meets the criteria. He said once that is agreed upon, the applicant will form an analysis, and it will go through the county to their consultant for their review. The city will see the results and decide whether it will be acceptable or what measures will be needed for whatever traffic and transportation concerns arise.

9. BOARD COMMENTS

There were no comments from the Board.

10. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

July 21, 2025

Dear Property Owner:

The property owner of **Fort Pierce Real Estate Properties, Inc.** is requesting approval of a **conditional use** application, allowing the operation of Aspatria Institute d/b/a Aspatria College. The proposed use is to offer diploma and associate of science programs, and it is located at 1404 S. 28th Street, Parcel ID 2417-510-0025-000-3.

> *Legal description: M K MOORE`S S/D BLK 1 LOTS 1 AND 2 AND N 25 FT LOT 3-LESS N 10 FT LOT 1 AS IN OR 328-441 AND LESS E 10 FT AS IN OR 334-1888- AND LOTS 24, 25 AND 26- LESS W 10 FT AS IN OR 305-1337 AND LESS N 10 FT LOT 26 AS IN OR 305-1339- (0.68 AC - 29,540 SF) (OR 3254-382: 3834-1779)*

The property has a zoning classification of General Commercial (C-3) and a future land use designation of General Commercial (GC).

A public hearing is scheduled before the **City Commission** of the City of Fort Pierce, Florida, at their meeting on **Monday, August 18, 2025**, which begins at **5:05 p.m**., in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida. You are provided with the opportunity to attend the public hearing and to speak in favor of, or in opposition to, the requested **Conditional Use** application. If you have any inquiries, or would like to review the complete application, please dial (772) 467-3739 or email kdriver@cityoffortpierce.com. Furthermore, published agenda packets for each City Commission meeting are provided a few days in advance at the following web address: http://cityoffortpierce.com/223/Agendas-Minutes.

Sincerely,

Kerry C. Driver
Senior Planner

PROPERTY ADDRESS

1404 SOUTH 28 TH STREET
FORT PIERCE,FLORIDA 34947

SCOPE OF WORK:

– AS BUILT CONDITIONS SHOWN FOR CERTIFICATE OF USE.

PROJECT INFO:

AREA: 4,044 S.F.

CLASSIFICATION OF WORK= N/A
LEVEL OF ALTERATION = N/A
AREA OF ALTERATION = 4,044 S.F.
LEVEL OF REHABILITATION= N/A
OCCUPANCY CLASSIFICATION = B (BUSINESS)(TRAINING CENTER)

CODE IN EFFECT :
FLORIDA BUILDING CODE 2023, 8th EDITION. EXISTING BUILDING
FLORIDA BUILDING CODE ACCESSIBILITY 2023, 8th EDITION
FLORIDA FIRE PREVENTION CODE 2021 7th EDITION
NFPA 1
NFPA 101 2015 EDITIONS
NEC 2017

NOTE:

NO DRINKING FOUNTAIN PROVIDED.
WATER CAN BE SERVED @ KITCHENETTE.

NOTE :
THERE IS NO WORK DONE WITHOUT A PERMIT THAT NEEDS TO BE LEGALIZED FOR THIS TENANT SPACE AND/OR UNDER THIS PERMIT.

GENERAL NOTES

1. ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2023, 8th ED. AND ALL REGULATORY LOCAL AND GOVERNMENTAL CODES.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AND SHALL NOTIFY THE ARCHITECT IF ANY DISCREPANCIES ARE DISCOVERED BEFORE PROCEEDING WITH THE WORK.
3. CONTRACTOR TO AQUIRE ALL REQUIRED PERMITS FOR THE CONSTRUCTION AND SUBSEQUENT OCCUPANCY OF THE PROJECT.
4. ALL WORK DONE UNDER THE SUPERVISION OF THE CONTRACTOR SHALL BE DONE IN A NEAT AND WORKMAN–LIKE MANNER AND IN ACCORDANCE WITH ALL GOVERNING AGENCIES, RULES AND REGULATIONS HAVING JURISDICTION.
5. CONTRACTOR TO PROVIDE ALL SUPPLEMENTARY MATERIALS REQUIRED TO INSTALL, SUPPORT, BRACE AND SHORE ALL BUILDING COMPONENTS.
6. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EQUIPMENT AND UTILITIES TO BE REMOVED. REMOVALS SHALL BE COORDINATED WITH THE OWNER AND ALL BUILDING AUTHORITIES HAVING JURISDICTION.
7. CONTRACTOR SHALL PROVIDE THE ARCHITECT WITH RED–LINED AS–BUILT DRAWINGS FOR ANY AND ALL FIELD CHANGES AND/ OR ADDITIONS TO THE WORK INCLUDING IN THE DRAWINGS.
8. IF ANY CHANGES AND/OR DEVIATIONS ARE MADE TO THESE PLANS WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR SUCH CHANGES AND/OR DEVIATIONS.
9. IF DURING THE COURSE OF CONSTRUCTION ANY DEVIATIONS ARE MADE AT THE FIELD, AGAIN, THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR SUCH CHANGES AND DEVIATIONS.
10. ALL SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR DESIGN CONFORMANCE ONLY.
11. SUBSTITUTIONS MUST BE REVIEWED AND APPROVED BY THE ARCHITECT OR ENGINEERS.
12. CONTRACTOR OR SUB–CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING HIS OPERATION AND ANY DAMAGE TO HIS WORK WHILE PROJECT IS UNDER CONSTRUCTION.
13. ALL DESIGNS AND DRAWINGS HEREIN AND PRINTS ISSUED BY THE ARCHITECT ARE THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE REUSED ON ANY OTHER LOCATION EXCEPT WHERE THE ONE FOR WHICH THEY WERE EXPRESSLY DESIGNED IF THESE DRAWINGS OR ANY PART THERE OF IS REPRODUCED WITHOUT THE CONSENT OF THE ARCHITECT, THE PERSON SO DOING WILL BE INDEBTED TO ARCHITECT FOR HIS FULL COMMISSION.

OCCUPANCY LOAD:

(FBC. TABLE 1004.5 AND FFPC TABLE 7.3.1.2)

BUSINESS AREA
OCCUPANCY LOAD: = 1927 SF / 150 S.F. (PER PERSON)
= 13 PERSONS ALLOWED (FBC 1004.5)

= 1927 SF / 100 S.F. (PER PERSON)
= 20 PERSONS ALLOWED (FFPC 7.3.1.2)

LOUNGE
OCCUPANCY LOAD: = 132 SF / 15 S.F. (PER PERSON)
= 9 PERSONS ALLOWED (FBC 1004.5)
(FFPC 7.3.1.2)

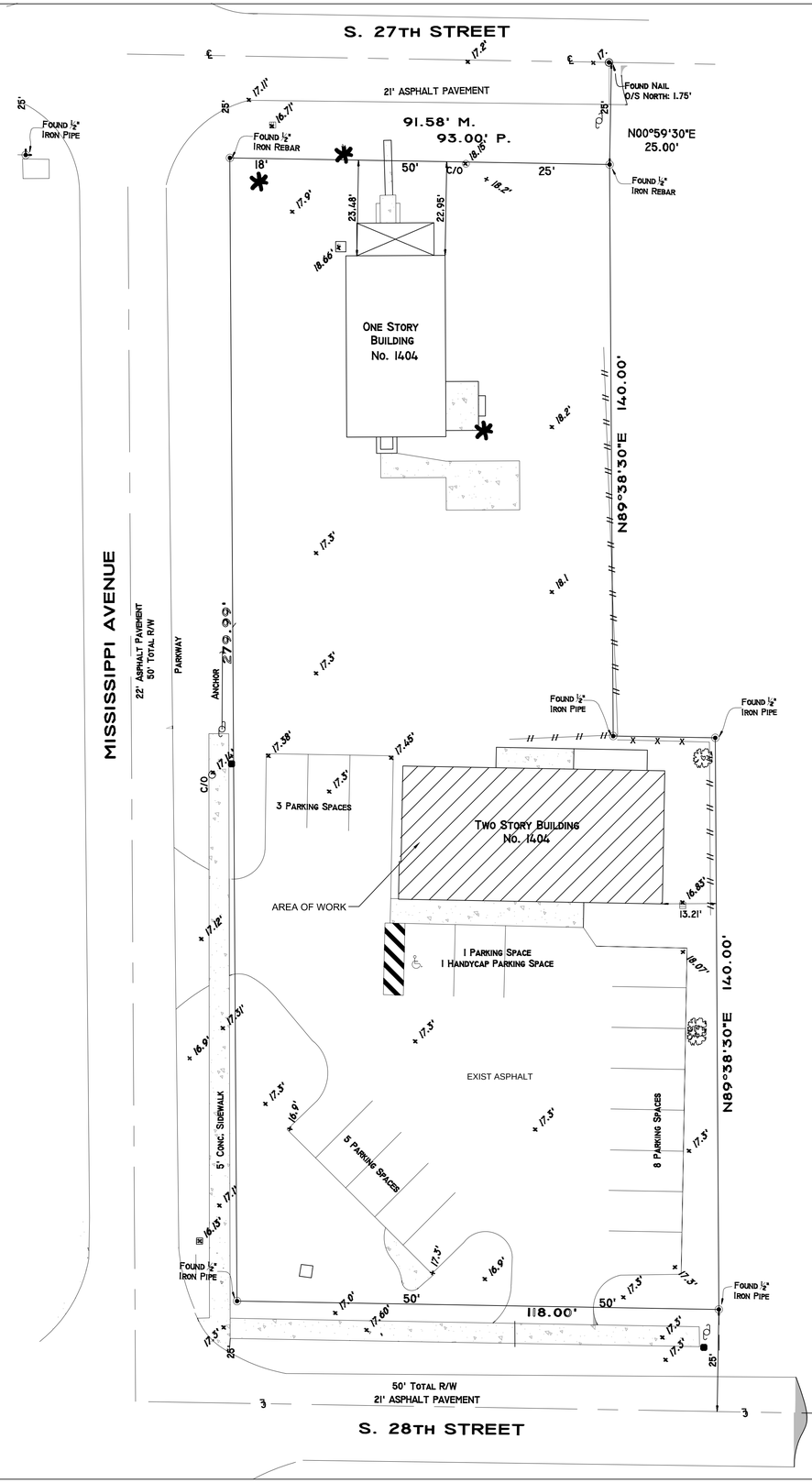
CONFERENCE ROOM
OCCUPANCY LOAD: = 164 SF / 15 S.F. (PER PERSON)
= 11 PERSONS ALLOWED (FBC 1004.5)
(FFPC 7.3.1.2)

STORAGE
OCCUPANCY LOAD: =147 SF / 500 SF (PER PERSON)
= 1 PERSON ALLOWED (FBC 1004.5)
(FFPC 7.3.1.2)

TOTAL OCCUPANTS..... = 34 PERSONS ALLOWED (FBC)
= 41 PERSONS ALLOWED (FFPC)



LOCATION MAP
SCALE: N.T.S



SITE PLAN
SCALE: 1/16" = 1'

Revisions
01.14.25 1ST ISSUE

CERTIFICATE OF USE
AMERICAN CARE OF SOUTH FLORIDA
1404 SOUTH 28 TH STREET
FORT PIERCE, FL 34947

JCD ARCHITECT INC.
JUAN C. DAVID R.A. 0015344
Design & Development
LEED ACCREDITED PROFESSIONAL
Architecture Interiors Planning Construction
1385 Coral Way, Suite 207 ▫ Miami, Florida 33145 ▫ Phone: (305) 285-4343 ▫ Fax: (305) 285-4330

Job No.
Date
Scale SHOWN
Seal
AA-26001560
Sheet No.
A-0.0

Designs are subject to modification or change as required by actual measurements, standard industry practices in light of existing structural and other conditions, applicable bldg. codes, and the like. These plans are and shall remain the property of Mr.David and shall not be sold or reproduced without his prior written consent. Mr.David shall be notified of any changes rec'd by actual measurements, etc. as aforesaid prior to submission of any phases for bid or construction.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use – 1404 S. 28th St. – Parcel ID: 2417-510-0025-000-3

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: August 3, 2025

NOTICE TO COUNTY: N/A

NOTICE BY MAIL: July 21, 2025

NOTICE BY SIGNS: July 2, 2025

VERIFIED BY: Kerry C. Driver **TITLE:** Senior Planner

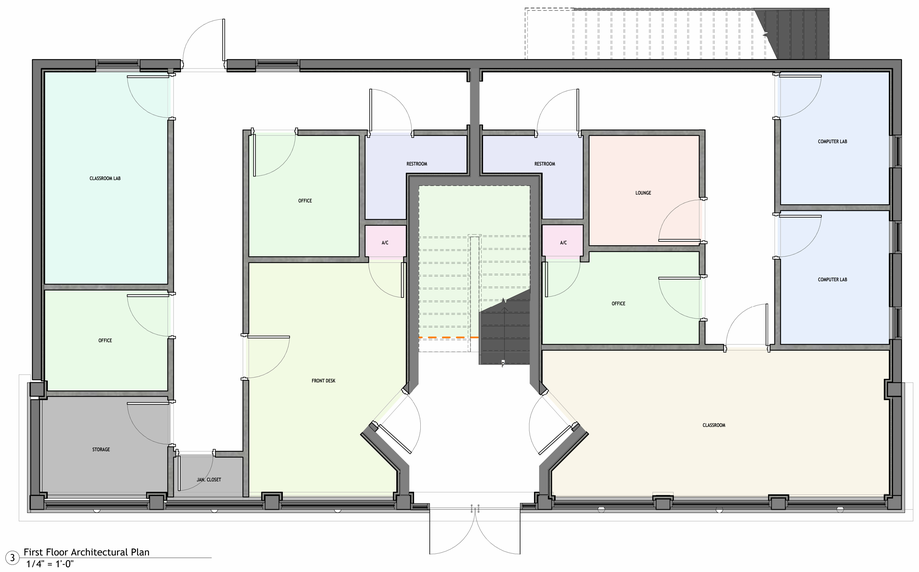
SIGNATURE: **DATE:** July 22, 2025



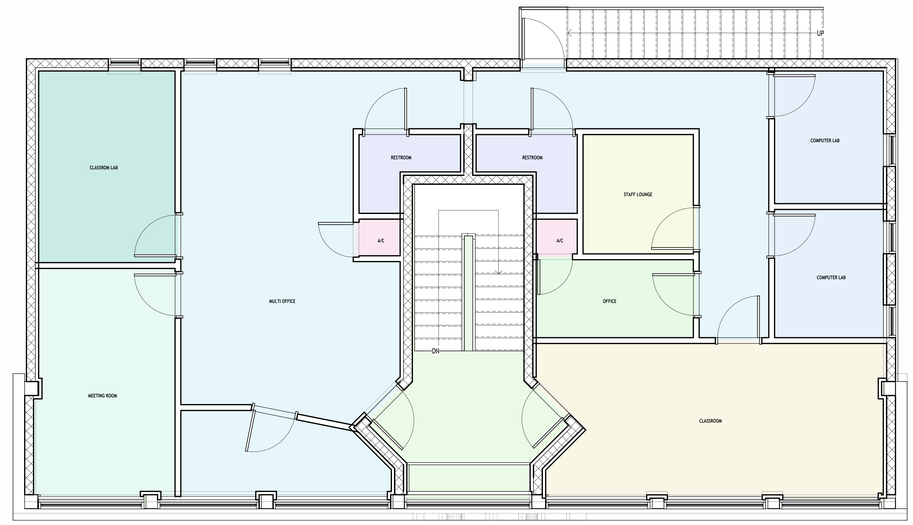
2 Aspatria Institute - Parking
12" = 1'-0"



1 Aspatria Institute - Street
12" = 1'-0"



3 First Floor Architectural Plan
1/4" = 1'-0"



4 Second Floor Architectural Plan
1/4" = 1'-0"

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EMPOWERING YOU FOR A FULFILLING CAREER

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We understand that a traditional four-year college isn't the right route for everyone, but Aspatria Institute is an excellent choice to get you on the path towards a fulfilling career. We know that life doesn't stop when you're learning. That's why we've created a curriculum that helps you maintain a balance between your education and everything else you have going on. Our hybrid programs combine in-person learning with online classes, giving our students balance and variety throughout their semesters. In addition, we offer externship opportunities that provide hands-on experience at an established medical practice.

One thing to know about Aspatria Institute: we are here to help you succeed and achieve your goals. Let us invest in you and our community's future. Enroll today, and take the first step towards your new career.

We provide opportunities and support for individuals in our local community as they develop skills towards a new career.

ALL WORK IS TO BE DONE IN ACCORDANCE WITH THE LOCAL FLORIDA BUILDING CODE 2023 8TH ED. AND ALL REGULATORY LOCAL AND GOVERNMENTAL CODES

FORT PIERCE LOCATION
4,044.00 SQFT

FORT PIERCE ASPATRIA

PRESENTATION

Project Number	01
Date	JULY 2025
Drawn By	GR
Checked By	FORT PIERCE CITY
Scale	As indicated

PRES-VIEW

7/9/2025 10:05:10 AM

LocaliQ
Florida
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PO Box 631244 Cincinnati, OH 45263-1244

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City Clerk's Office

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City Of Fort Pierce
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Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

08/03/2025

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 08/03/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$107.36	
Tax Amount:	$0.00	
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Order No:	11536154	# of Copies:
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Notary Public
State of Wisconsin

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Monday, August 18, 2025, hold a Quasi-Judicial Public Hearing in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida, at their meeting which begins at 5:05 p.m., to consider review and approval of an application for Conditional Use submitted by property owner, Fort Pierce Real Estate Properties, Inc. and Representative Gildardo Rodelo, to operate Aspatria Institute d/b/a Aspatria College at 1404 S. 28th Street, Fort Pierce, FL. The property is zoned General Commercial (C-3). Parcel ID: 2417-510-0025-000-3.

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
August 3 2025
LSAR0344193

City Commission Regular Meeting - 5:05 PM **12. B.**

Meeting Date: 08/18/2025

Re: PD2024- 00001 - Millcreek Final PD - Pod 1

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Continued from the August 4, 2025 meeting. Legislative 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 - SECOND 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
Updated 25-021 2nd Reading
Updated Dev Agr for Sig
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
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: 08/05/2025

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).

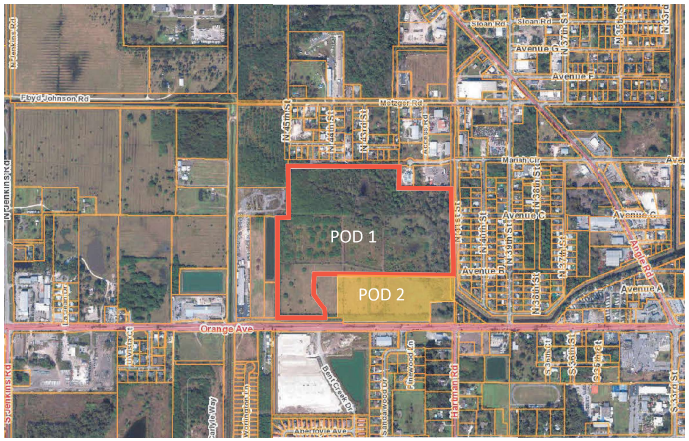
Parcel ID#:

2407-124-0001-000-3

APPLICANT

REDTAIL DG. Tod Mowery.

SITE LOCATION

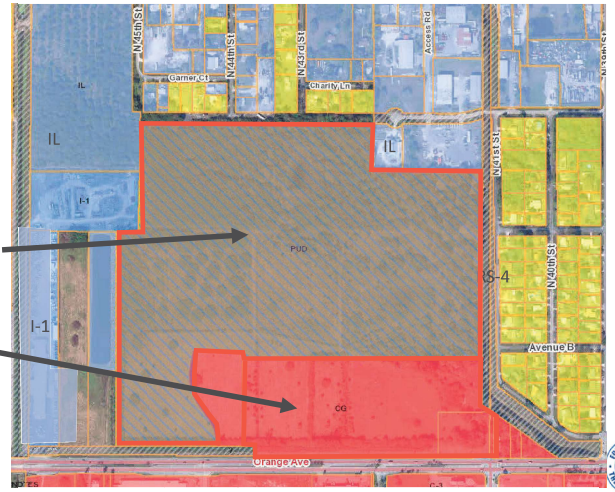


ZONING - PLANNED DEVELOPMENT FINAL SITE PLAN (PD)

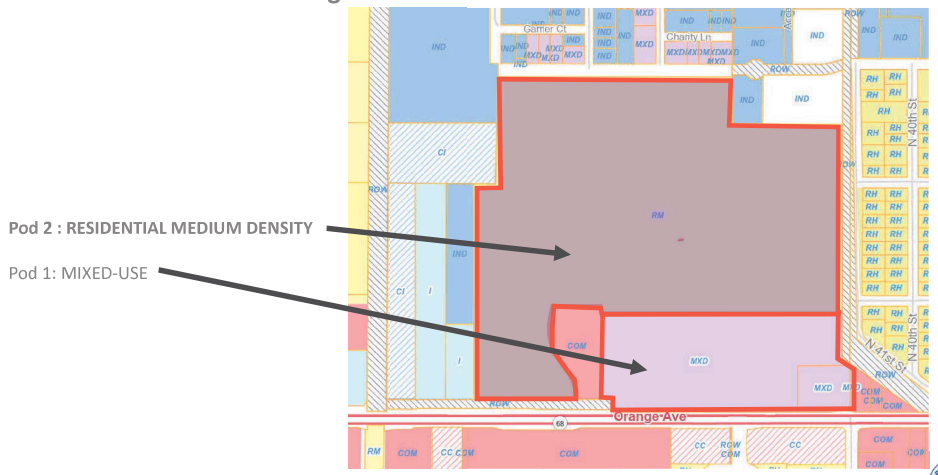
NORTH: County RS-4 & IL
SOUTH: City C-1, County CG
EAST: County RS-4
WEST: City I-1, County IL

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

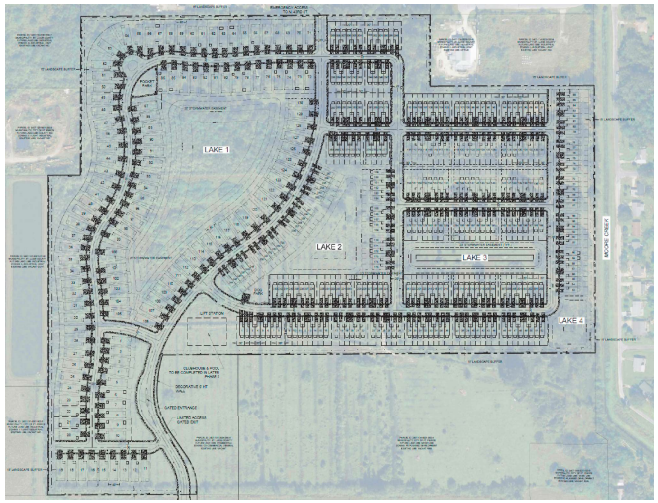


APPLICATION

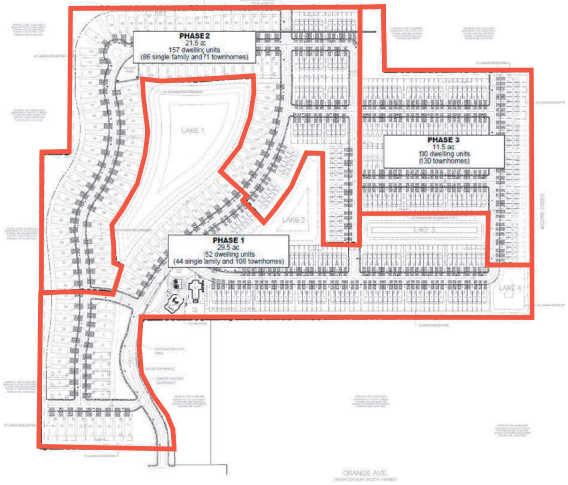
The application for the Millcreek PD Final Planned Development Site Plan for Pod 2 includes a total of 439 dwelling units, distributed in 309 townhomes and 130 detached single-family homes. The density is 7.1 du/ac. (the PD allows up to12 du/ac for Pod 1). The main access to the property is located on 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

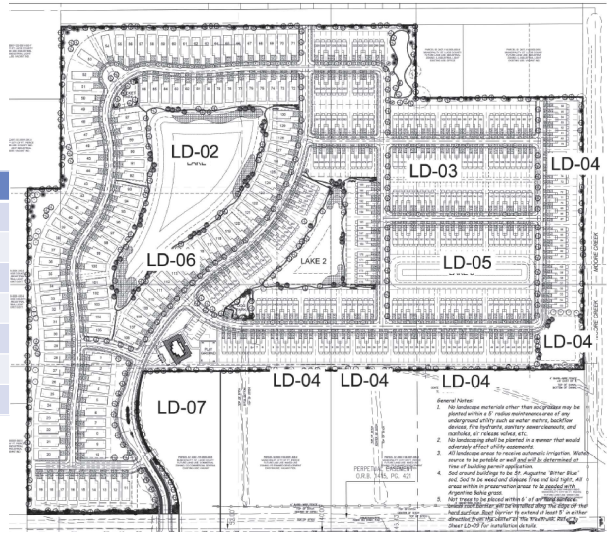


TIMETABLE OF DEVELOPMENT:

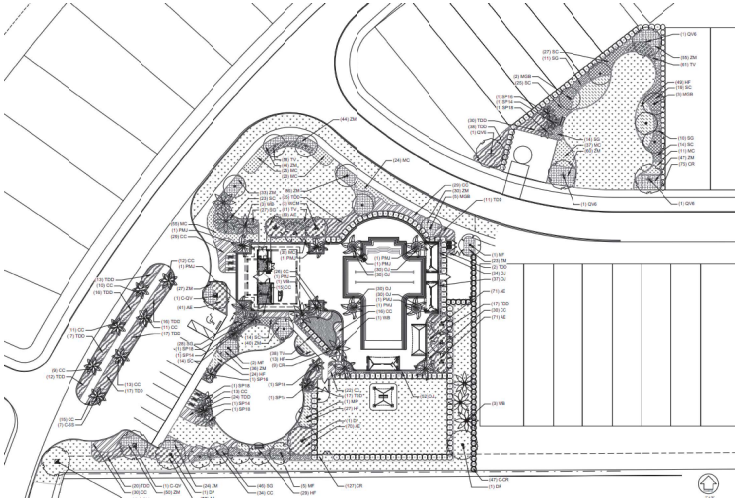
Stage	Phase 1	Phase 2	Phase 3
Clearing/Grading	November 2025	November 2027	November 2029
Utility Installation	May 2026	May 2028	May 2030
Development Cert	February 2027	February 2029	February 2031
First Closings	August 2027	August 2029	August 2031
Last Closings	July 2029	July 2031	July 2034

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

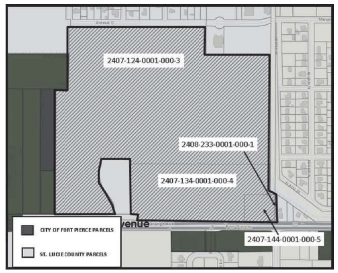
Section 125-212 – Planned Development Zone, of the City Code requires that a Development Agreement be agreed at time of Final PD Site Plan.

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

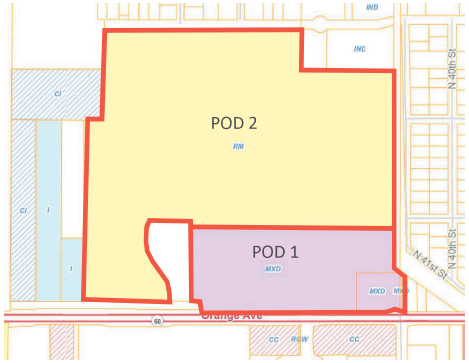
2. (continued)
The Millcreek Planned Development was approved prior to the revised 'Master' and 'Final' PD code (ORD 23-011). The requirement for a unity of title and lot combination was conditioned as part of that approval and re-iterated by Planning Board



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

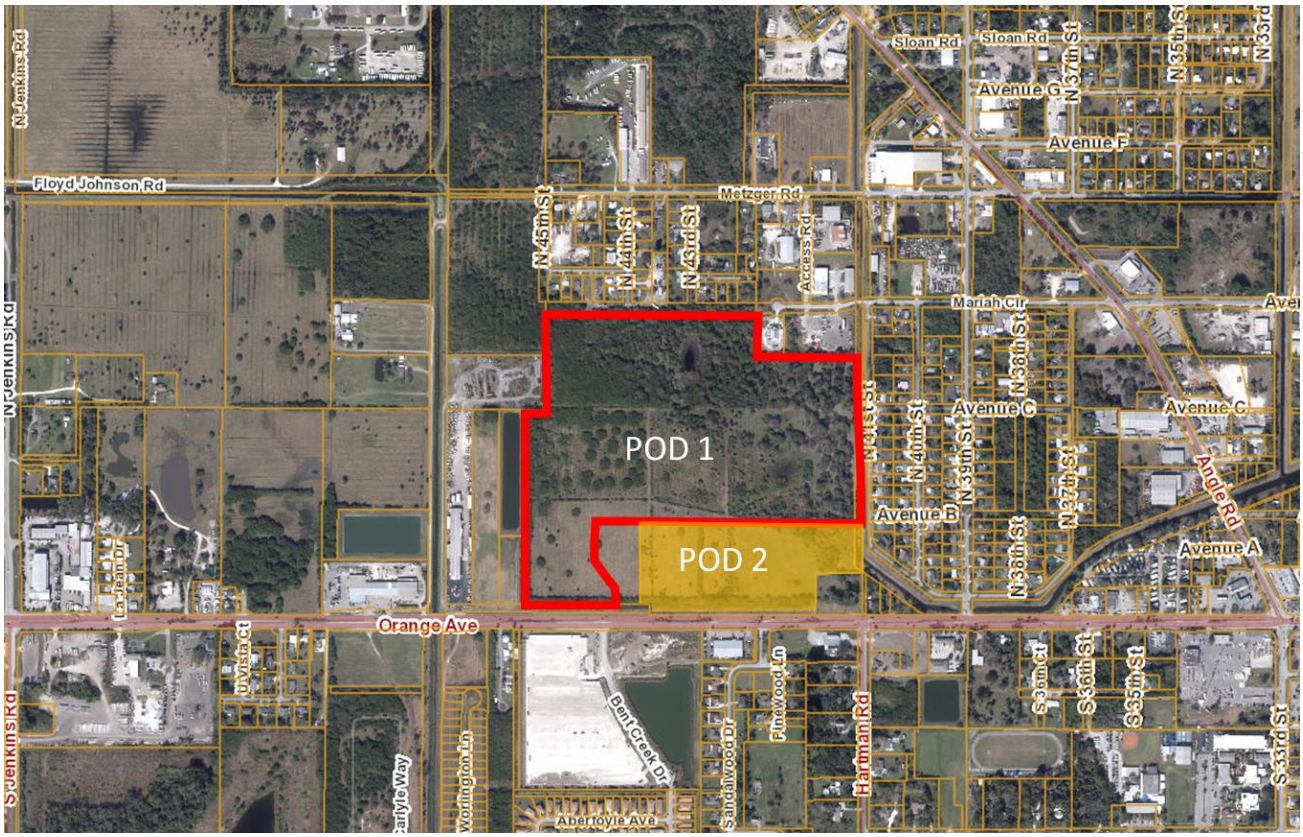
THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

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

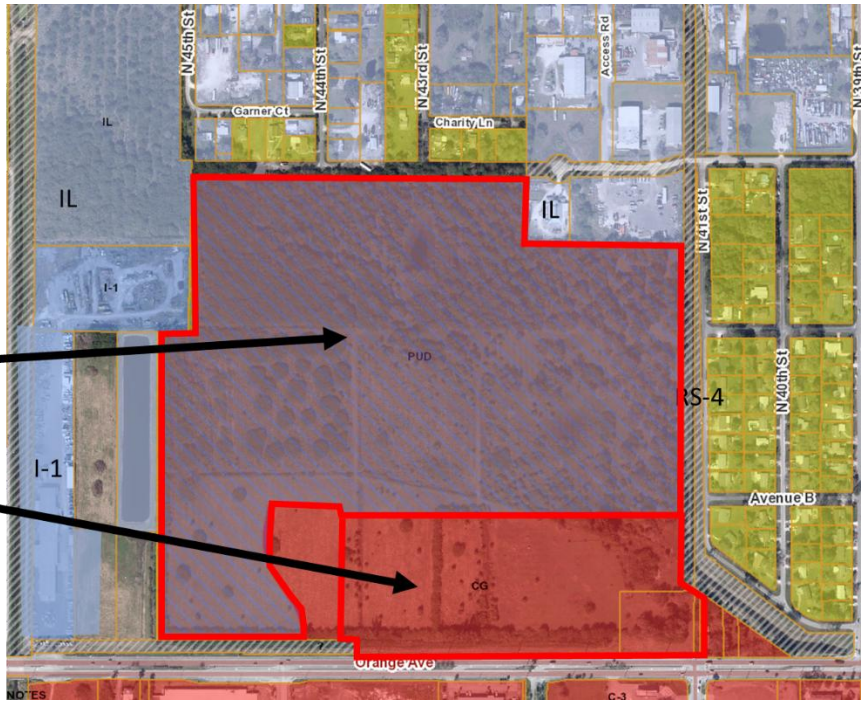
In accordance with Article V Sections 125-212, and 125-314 of the City Code, the applicant is requesting approval of an approval of a Final PD Site Plan. The application for the Millcreek PD Final Planned Development Site Plan for Pod 1 includes a total of 439 dwelling units, distributed in 309 townhomes 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)

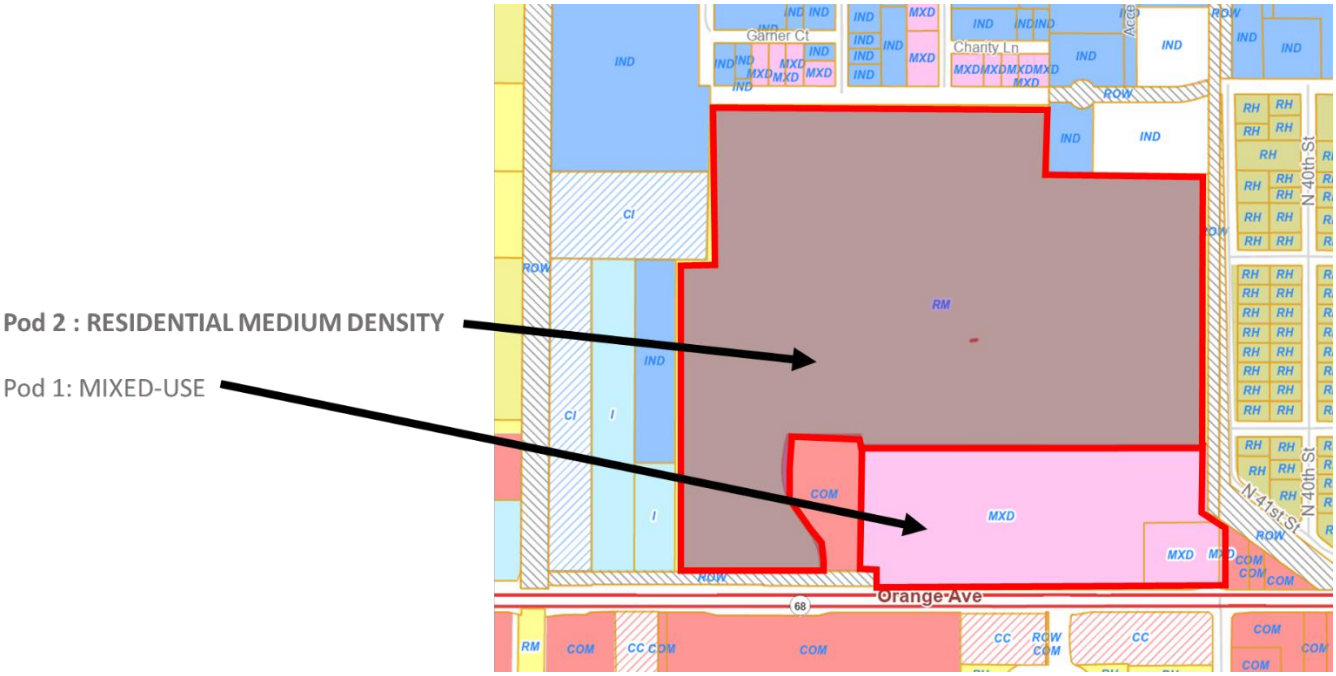
Pod 1: Millcreek Planned Development (not part of this Final PD Plan allowed Density: 15 du/ac)



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)

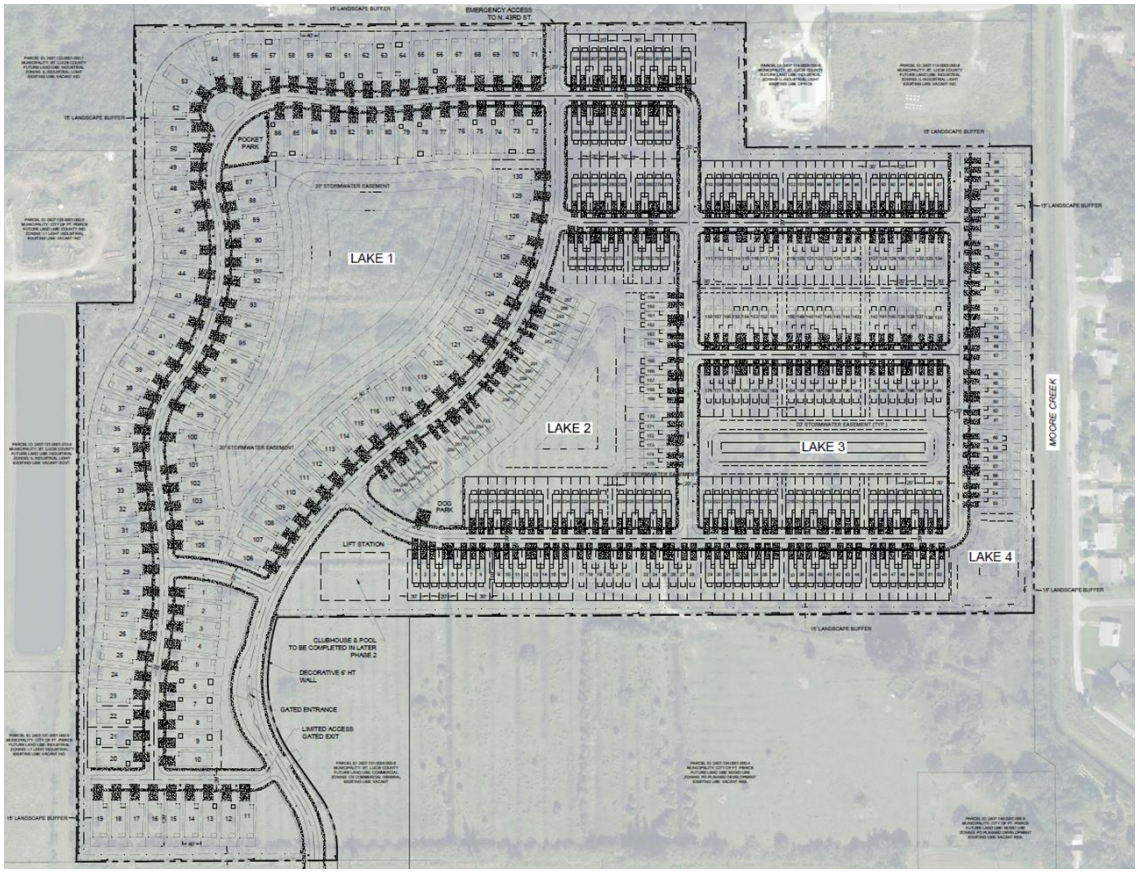
Medium Density Residential (RM): The Medium Density Residential (RM) designation is intended for parcels that are best suited for multifamily residential uses ranging in density from six and one-half to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings 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

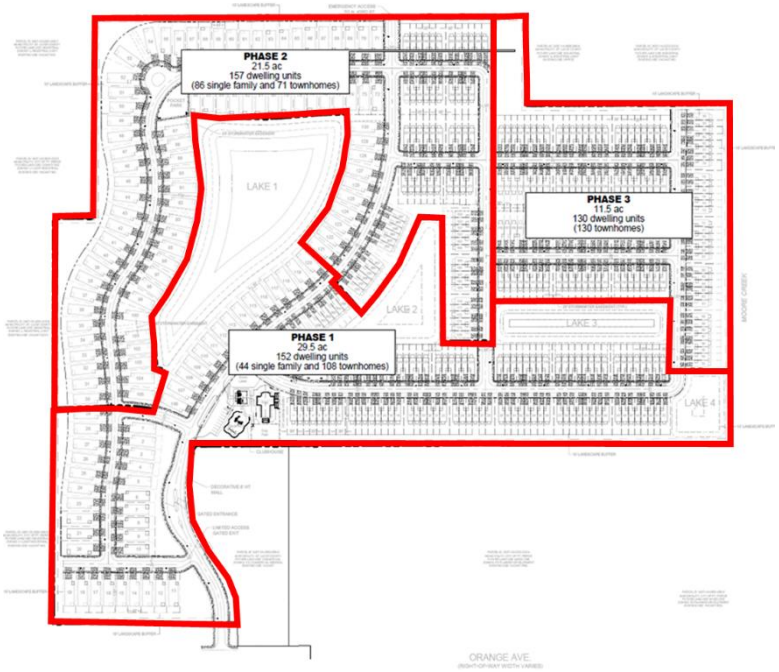
The traffic analysis is accepted and approved. It is proposed that the applicant make the following intersection improvements at Orange Avenue and Bent Creek Drive:

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.

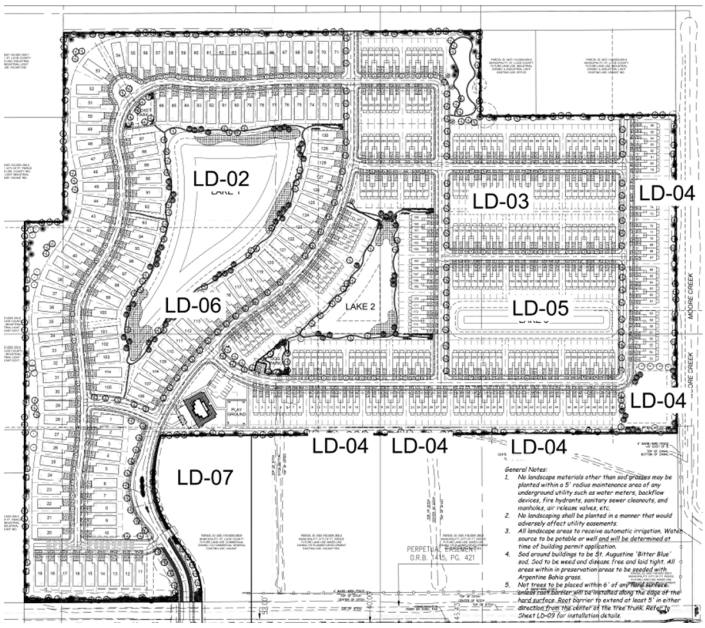
As with most sites in south Florida, sandy uplands, pastures and ditch banks with herbaceous vegetation serve as potential burrowing and foraging habitat for the state-threatened gopher tortoise. During the site visits, several potentially occupied burrows of this species were observed within the project 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

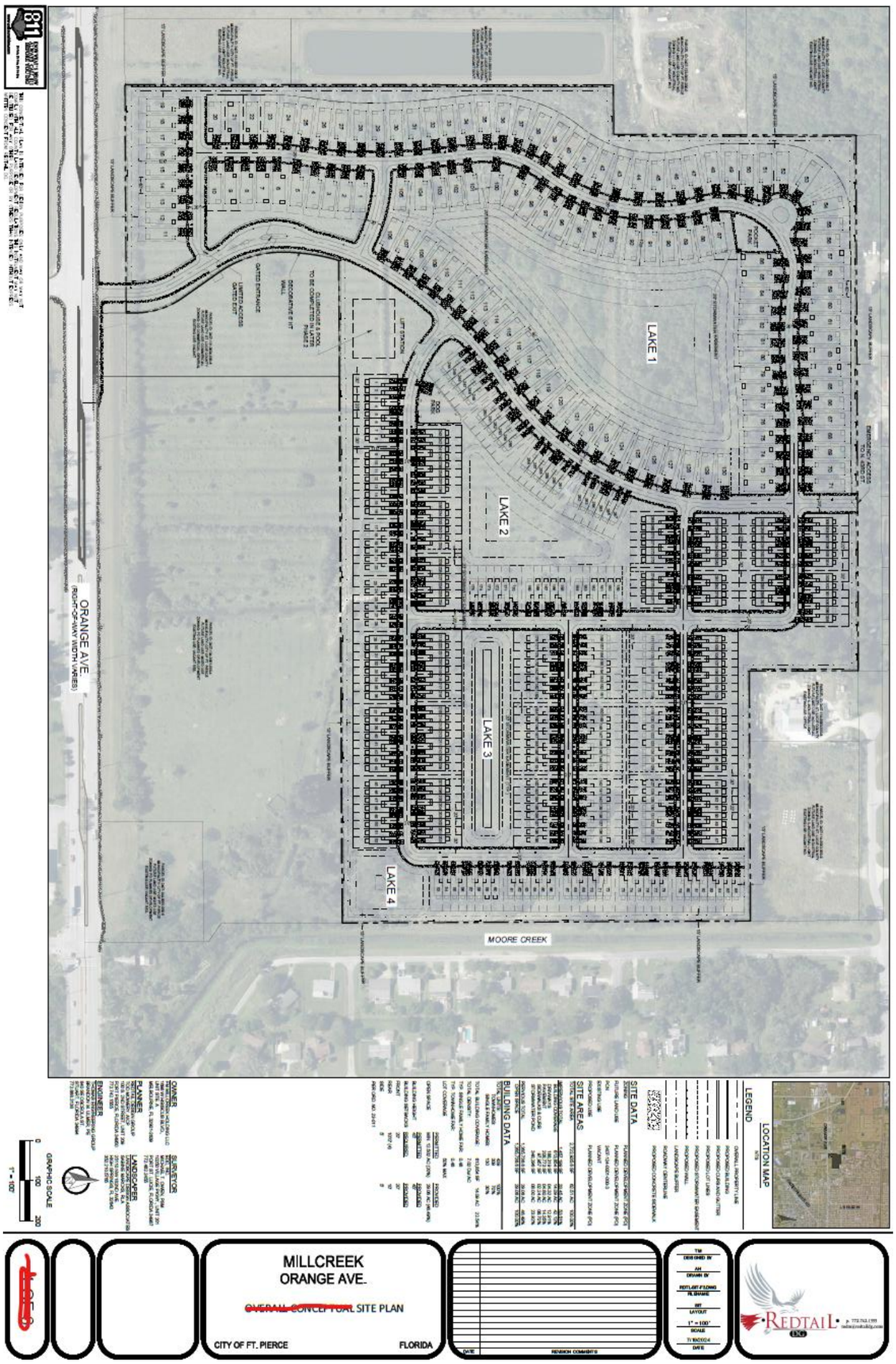


EXHIBIT B

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}

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; AMENDING ORDINANCE 23-011 AS TO FINAL SITE PLAN APPROVAL, SEPARATION OF PODS, UNIFIED CONTROL, AND UNITY OF TITLE**; 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, insofar as Ordinance 23-011 addressed unified control and unity of title, the City Commission desires that to be per POD within the **Millcreek** Planned Development (PD); 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 A"**; 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. Ordinance 23-011 is amended so that each POD within the **Millcreek** Planned Development (PD) shall be treated separately for the approval of final site plans for each POD, with neither POD affecting the other POD's available entitlements, and any references to unified control and unity of title shall be understood to be per POD within the **Millcreek** Planned Development (PD).

SECTION 5. 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 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

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

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges, City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.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 July 21, 2025; and was duly introduced, read by title only, on August 4, 2025 and was postponed to August 18, 2025 where it was read by title only, passed on second and final reading 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 18th day of August 2025.

_____
Linda Hudson, Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

(City Seal)

EXHIBIT A

Millcreek PD POD 2 Final Site Plan

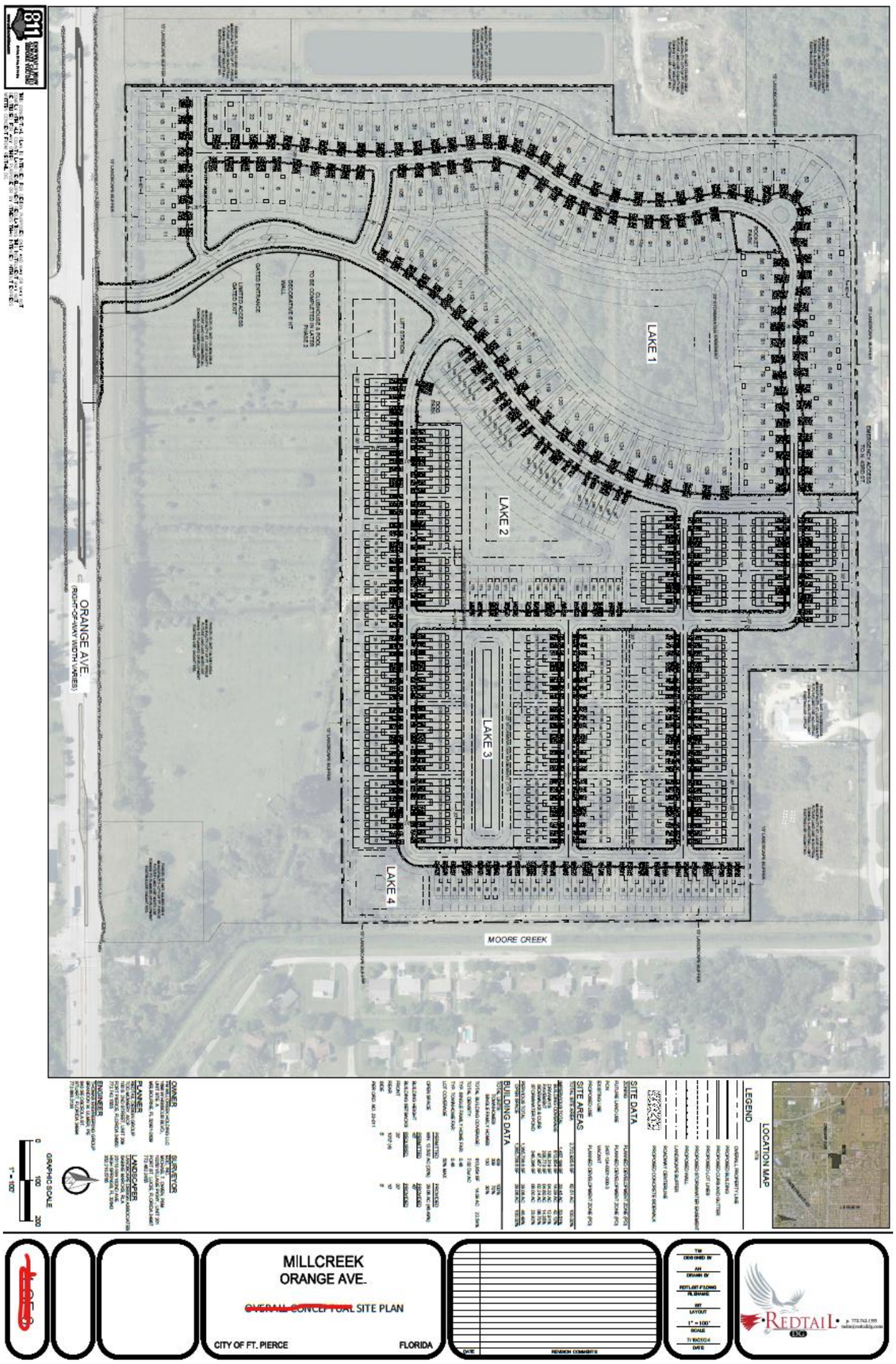


EXHIBIT B

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:
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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:
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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}

[blank space above line reserved for recording data]

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 August 4, 2025 the City Commission adopted Ordinance No. 25-021 ("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: **FM Millcreek Holding, LLC**
1698 W. Hibiscus Blvd
Unit Ste. A
Melbourne, Fl 32901

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.

[SIGNATURE PAGES TO FOLLOW]

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: Mgr

P. Michael Evans
Witness: ~~P Michael Evans~~
Print: _____
Address: 1698 W. Hibiscus Blvd
Melbourne, FL 32901
Witness: _____
Print: Andrew EVANS
Address: 1698. W. Hibiscus Blvd.
Melbourne, FL 32901

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 6 day of August, 2025, by ~~Arthur F. Evans, III~~ Arthur F. Evans III as Manager of FM Millcreek Holding, LLC, a Florida limited liability company, who [X] is personally known to me [ ] has produced _____ as identification.

BONNIE L. KENNEDY
MY COMMISSION # HH 140133
EXPIRES: October 9, 2025
Bonded Thru Notary Public Underwriters

(NOTARY SEAL)

Bonnie L Kennedy
Notary Public - State of Florida
My Commission Expires:

CITY OF FORT PIERCE:

ATTEST:

_____
Linda W. Cox,
City Clerk

(SEAL)

_____
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sara K. Hedges, City Attorney

CONSENTING SIGNATORY ONLY

APPLICANT: DREAM FINDERS HOMES, LLC,
A Florida limited liability company

By: _____
Its: General Counsel and Vice President

Witness: _____
Print: Sharon Paschal
Address: 14701 Philips Hwy., Ste 300
Jacksonville, FL 32256

Witness: _____
Print: Mercedes M. Stock
Address: 14701 Philips Hwy., Ste 300
Jacksonville, FL 32256

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 12th day of August 2025, by Robert E. Riva, Jr., Esq., as General Counsel and Vice President of Dream Finders Homes, LLC, a Florida limited liability company, who [X] is personally known to me [__] has produced _____ as identification.

_____
Notary Public - State of Florida
My Commission Expires: 2/27/2028

(NOTARY SEAL)

MERCEDES M. STOCK
MY COMMISSION # HH 459243
EXPIRES: February 27, 2028

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	March 2026	March 2028	March 2030
Utility Installation	September 2026	September 2028	September 2030
Development Cert	June 2027	June 2029	June 2031
First Closings	December 2027	December 2029	December 2031
Last Closings	November 2029	November 2031	November 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.

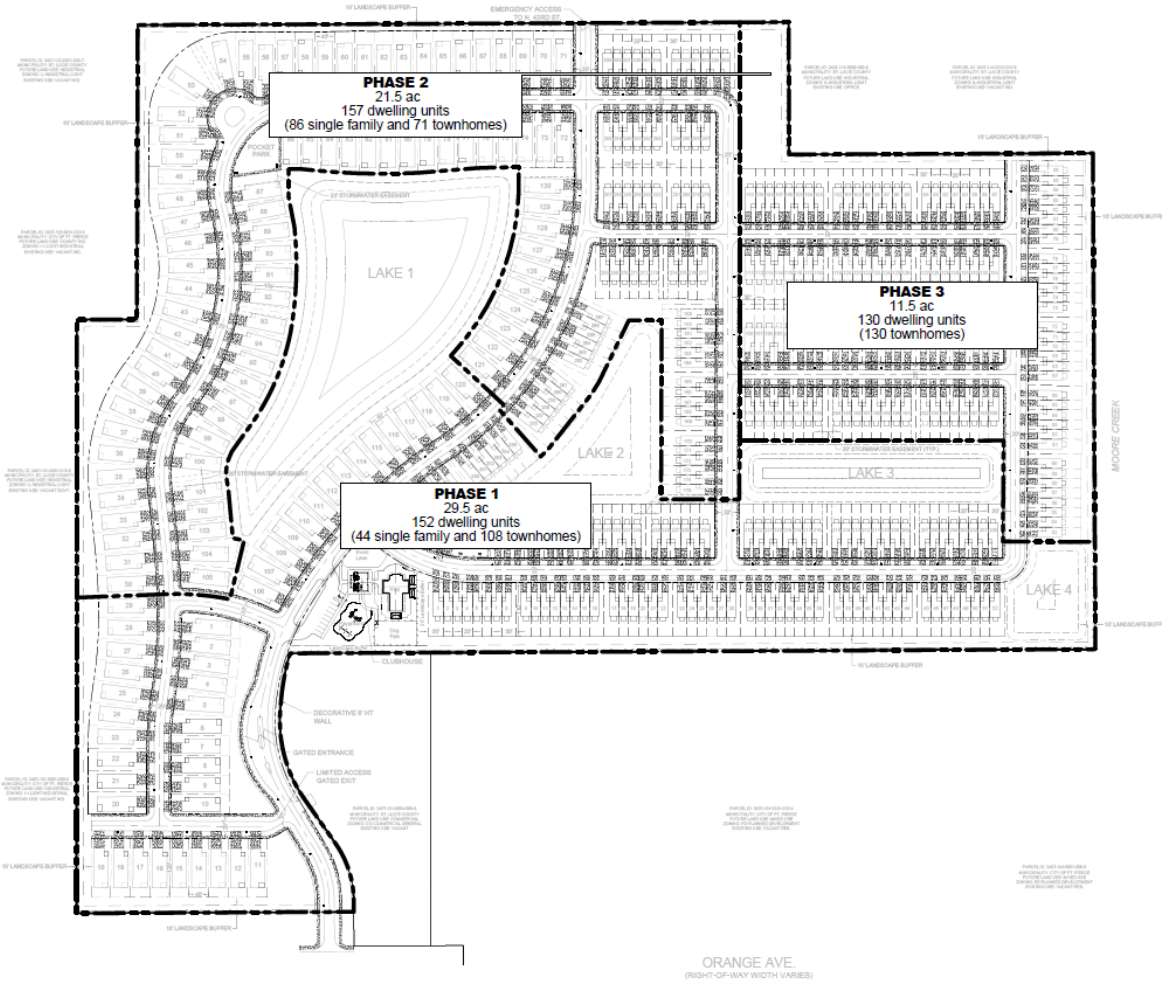


Fig 1. Phasing Plan

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

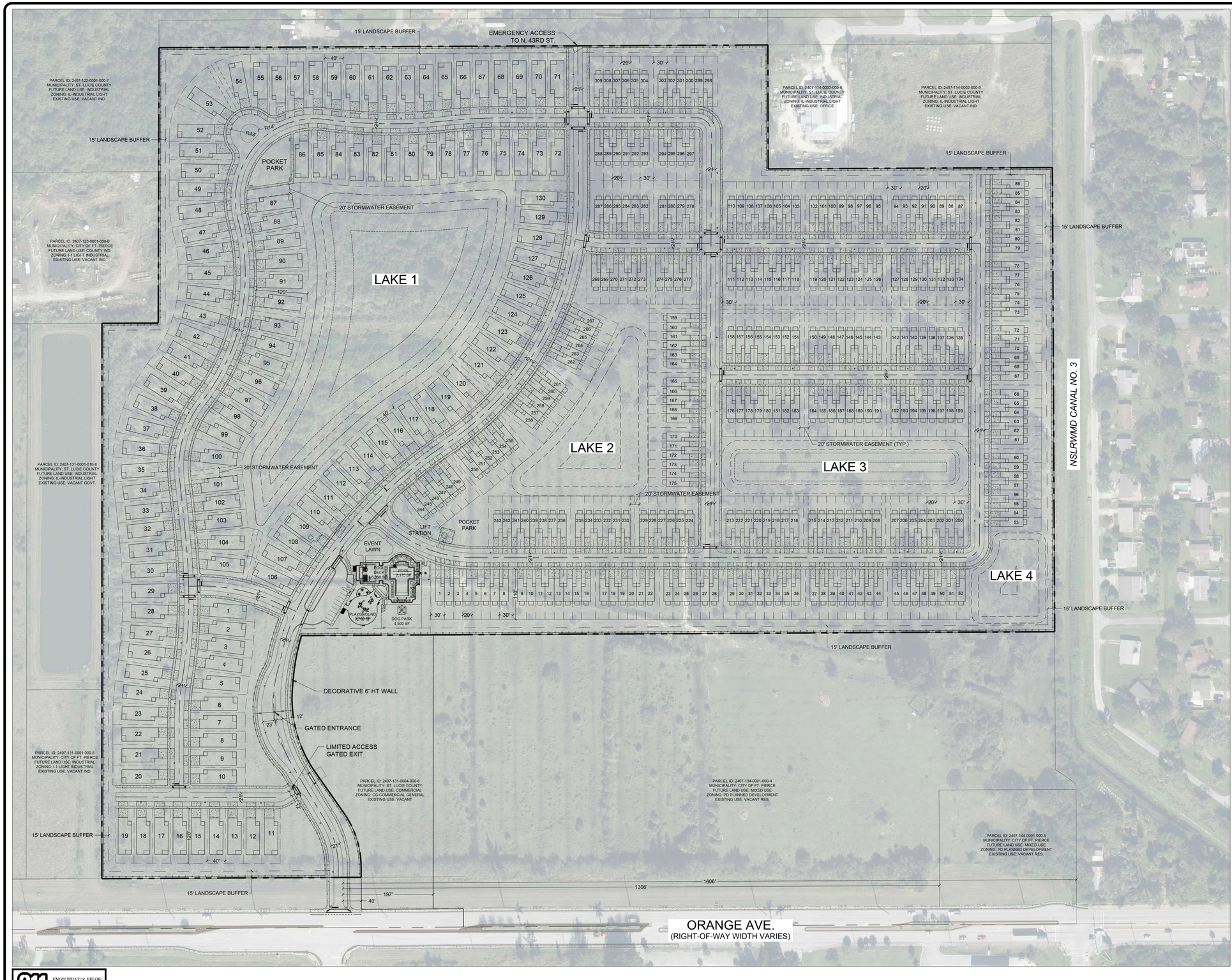
   STORMWATER MAINTENANCE by Thomas Engineering Group, on September 5, 2024
   TRAFFIC IMPACT ANALYSIS by JFO Group, on June 14, 2024
   ENVIRONMENTAL ASSESSMENT by EW Consultants, on July 17, 2024

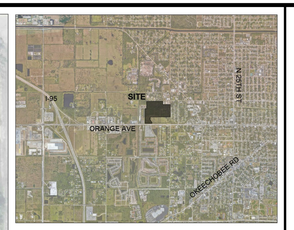
3. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning at section 125-212 – Planned Development Zone (PD).

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 provided and included into this Agreement prior to issuance of the first building permit for the site plan.

6. Owner must apply to FDOT for signalization at Bent Creek Drive and Orange Avenue with each POD/Phase approvals. In their application to FDOT, Owner must include the full context of all surrounding housing developments and homes in the area, to specifically include, but not limited to Bent Creek, in the justification for signalization.





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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%
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
0 100 200
1" = 100'

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast. It's free. It's the law.
www.callsunshine.com

THIS CONCEPTUAL PLAN IS INTENDED FOR DESIGN PURPOSES ONLY AND MAY OR MAY NOT COMPLY WITH ALL COUNTY LAND DEVELOPMENT REGULATIONS.THIS INSTRUMENT MAY NOT BE UTILIZED FOR ANY OTHER PURPOSE OR BY OTHERS THAN INTENDED WITHOUT EXPRESS WRITTEN CONSENT FROM REDTAIL DG.

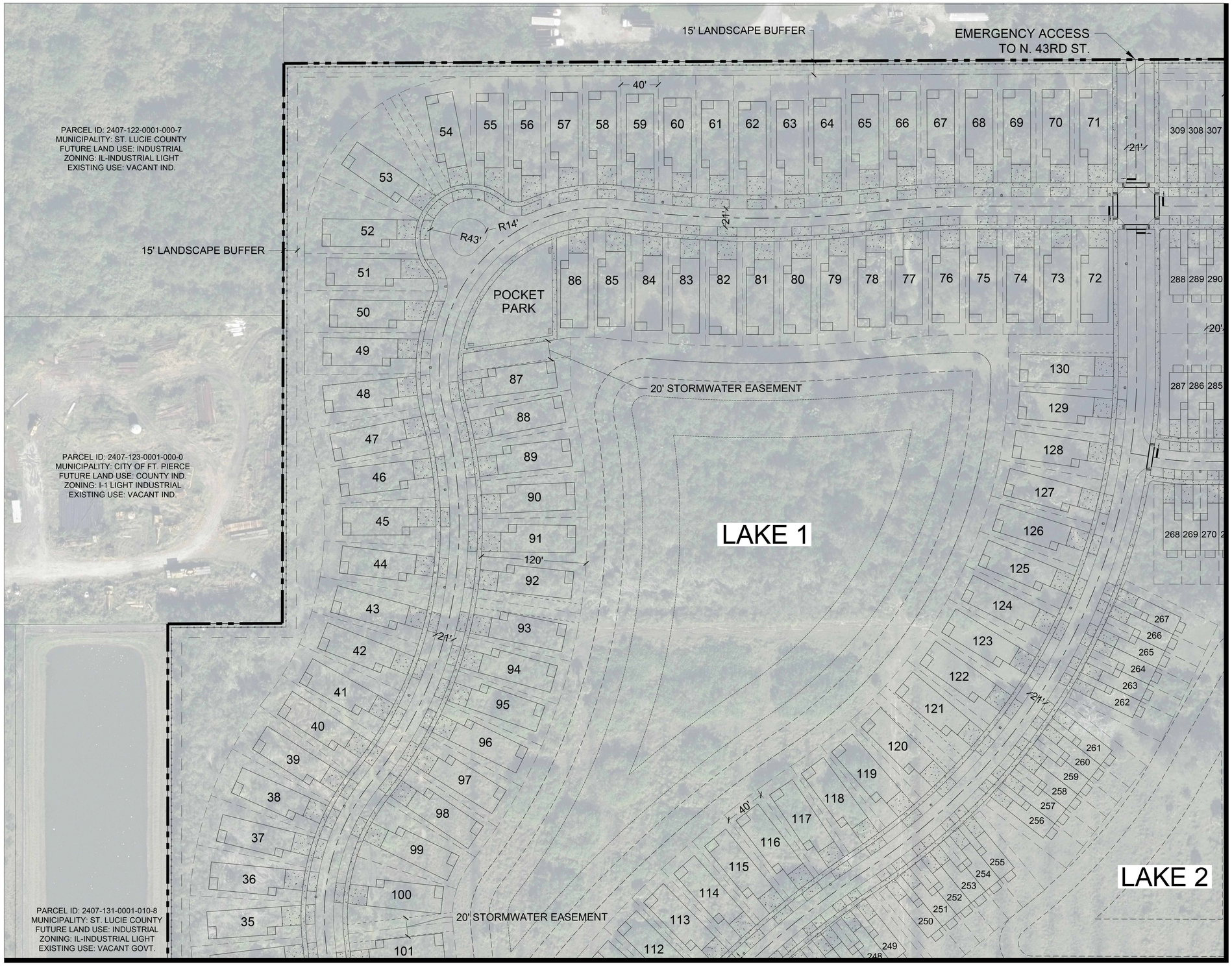
REDTAIL DG
100 S. 2nd Street
Fort Pierce, FL 34950

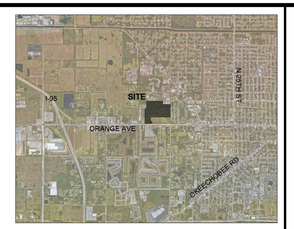
TM DESIGNED BY
AH DRAWN BY
ROT-SIT-F4 SUBMITTAL.DWG FILENAME
SIT LAYOUT
SCALE
DATE

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





LEGAL DESCRIPTION

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SAID LANDS LYING AND SITUATE IN ST LUCIE COUNTY, FLORIDA.

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)

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%
OPEN SPACE	1,265,736.6 SF	29.06 AC	100.00%

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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
0 50 100
1" = 50'

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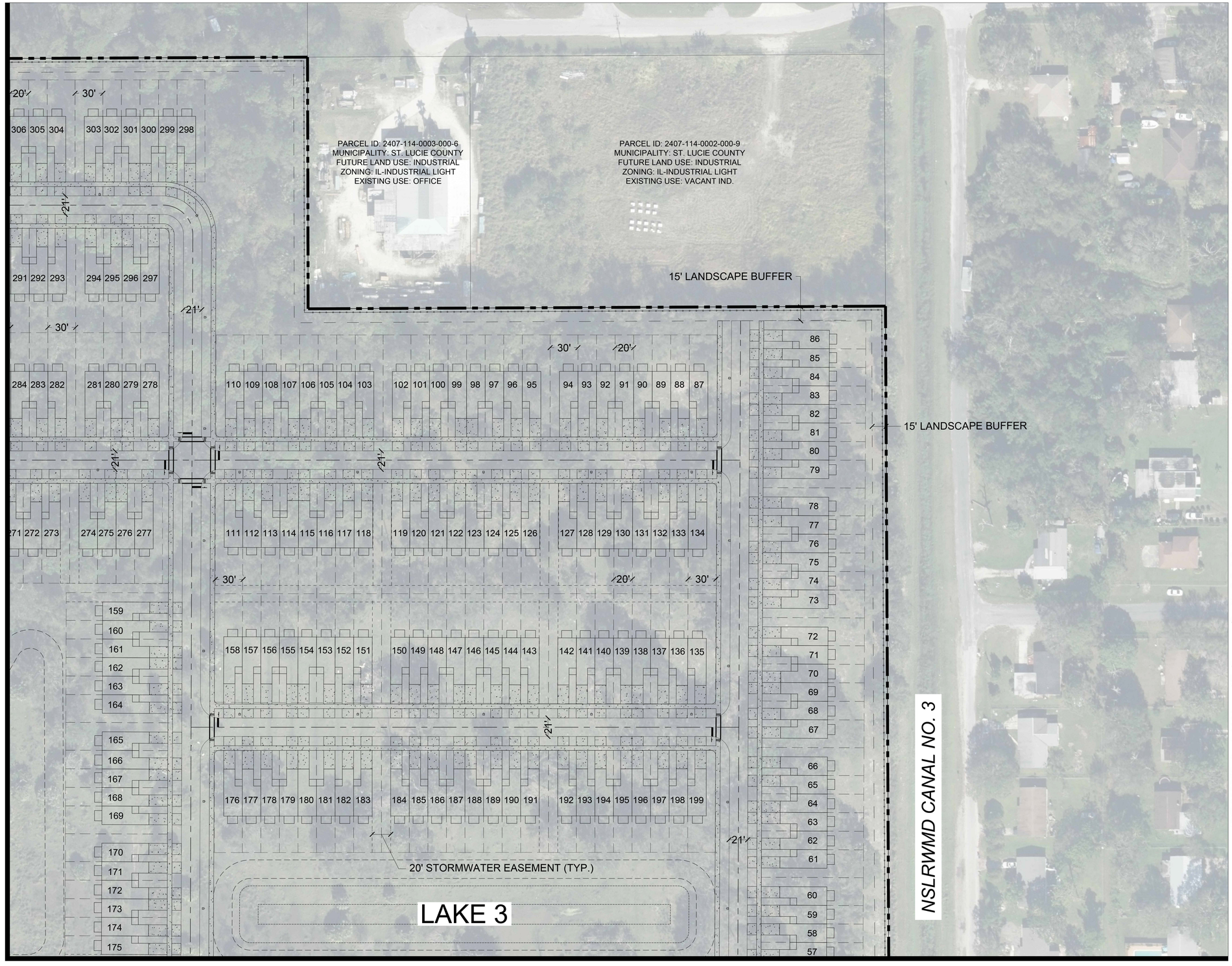
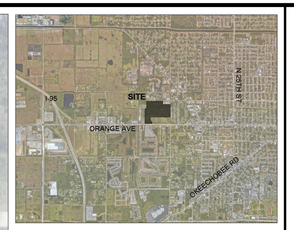
REDTAIL DG
100 S. 2nd Street
Fort Pierce, FL 34950

TM DESIGNED BY
AH DRAWN BY
RDT_SIT-#4 SUBMITTAL.DWG FILENAME
SIT-2 LAYOUT
SCALE
DATE

DATE	REVISION COMMENTS
11.15.2024	REVISED PER TRC COMMENTS

MILLCREEK
ORANGE AVE.
CONCEPTUAL SITE PLAN
CITY OF FT. PIERCE FLORIDA





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SITE DATA

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FUTURE LAND USE	PLANNED DEVELOPMENT ZONE (PD)
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EXISTING USE	VACANT
PROPOSED USE	PLANNED DEVELOPMENT ZONE (PD)

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PER ORD. NO. 23-011

PARKING DATA

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GRAPHIC SCALE
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2 3 5 4

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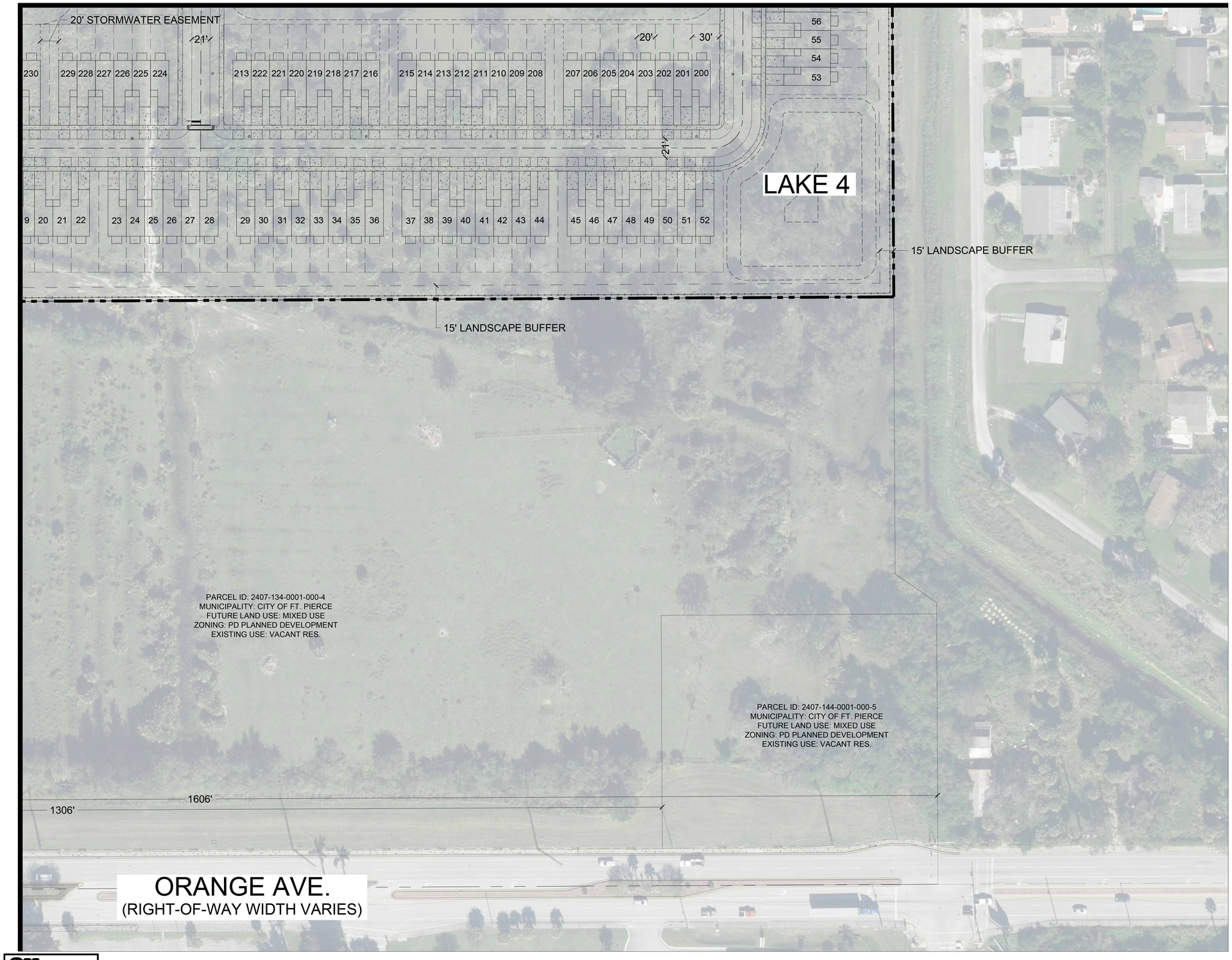
REDTAIL DG
100 S. 2nd Street
Fort Pierce, FL 34950

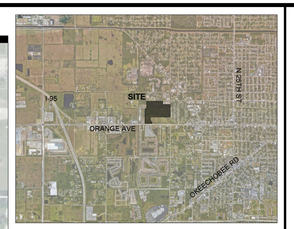
TM — DESIGNED BY
AH — DRAWN BY
ROT-SIT-F4 SUBMITTAL.DWG — FILENAME
SIT-3 — LAYOUT
SCALE
DATE

DATE	REVISION COMMENTS
11.15.2024.	REVISED PER TRC COMMENTS

MILLCREEK
ORANGE AVE.
CONCEPTUAL SITE PLAN
CITY OF FT. PIERCE FLORIDA

SHEET 3 OF 6





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SHEET 4 OF 6

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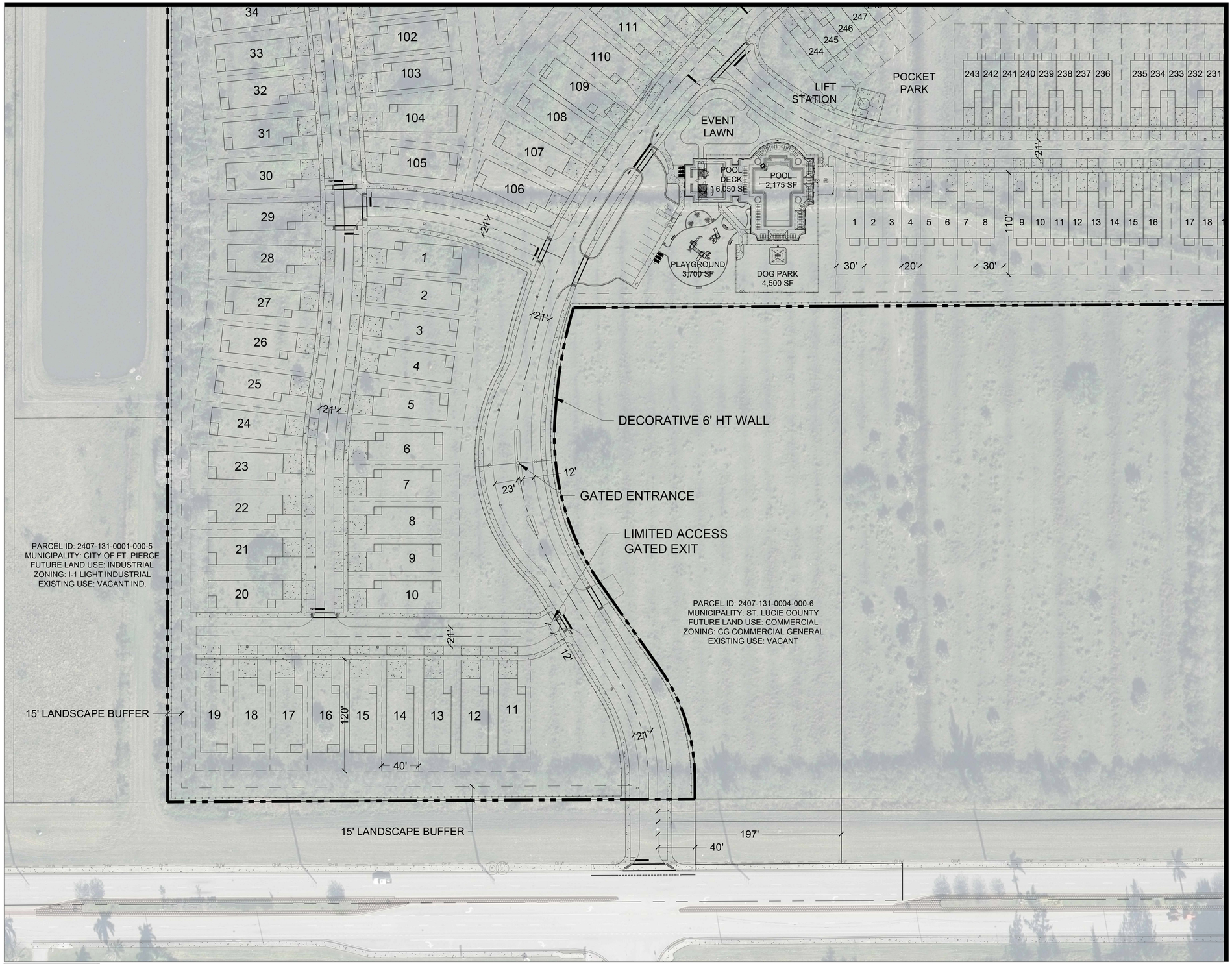

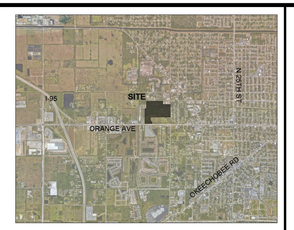

LEGAL DESCRIPTION

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 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 2543 FEET SOUTH 2943 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°47'41" 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'

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

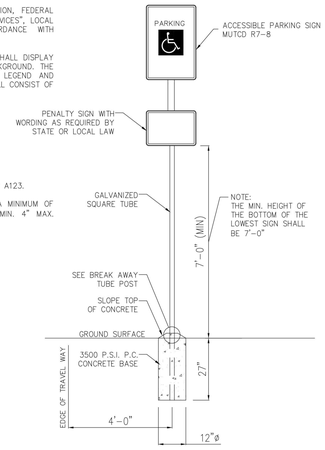
SHEET 5 OF 6

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

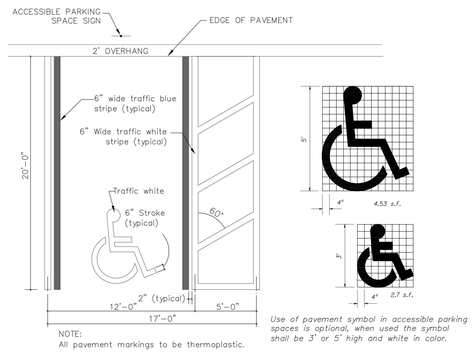
   POST TUBES – 2"x2"x3/16" 14ga
   POST TUBE SHALL MEET ASTM A1011 GRADE 50.
   POST TUBE GALVANIZED AS PER ASTM A653 GRADE 90.

   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

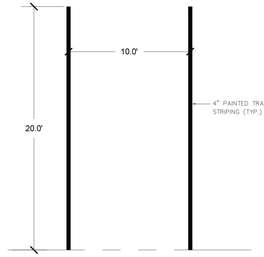


NOTE:
All pavement markings to be thermoplastic.

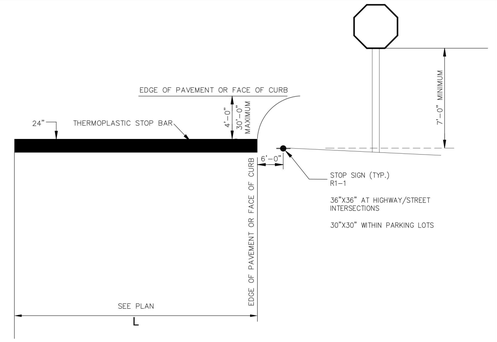
ACCESSIBLE PARKING STALL
N.T.S

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.

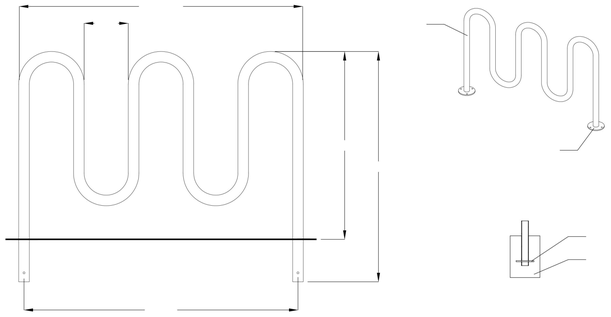
TYPICAL STOP BAR AND SIGN LOCATION DETAIL
N.T.S



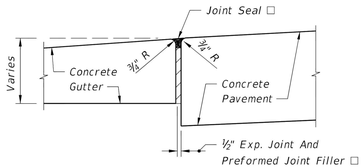
WHITE LEGEND RED BACKGROUND

R1-1
30" X 30"

STOP SIGN
N.T.S

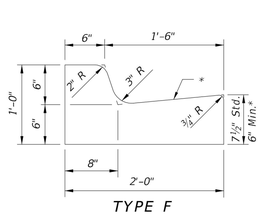


BICYCLE RACK DETAILS
N.T.S

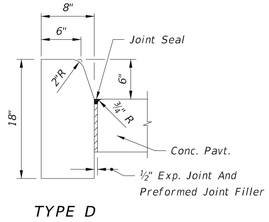


☐ *Applies to both high and low sides of pavement, low side shown.*

EXPANSION JOINT BETWEEN GUTTER AND CONCRETE PAVEMENT



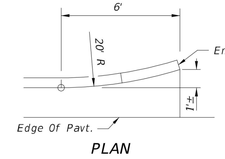
TYPE F



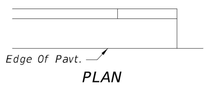
TYPE D

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.*

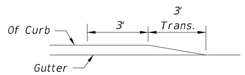
CONCRETE CURB



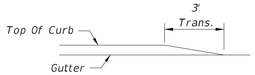
PLAN



PLAN



PROFILE FLARED END



PROFILE STRAIGHT END

CURB AND GUTTER TYPE F

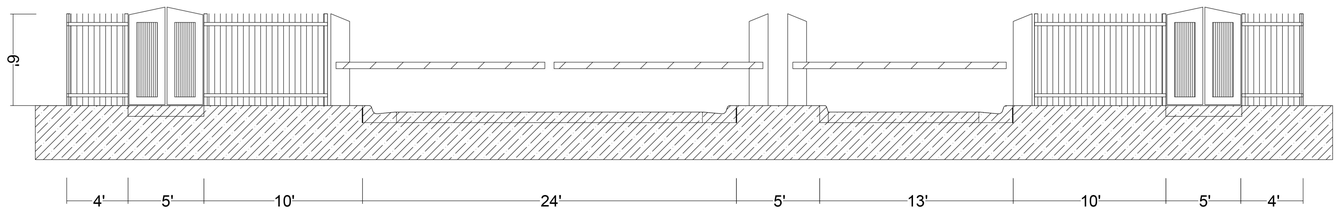
CURB AND GUTTER ENDINGS

* *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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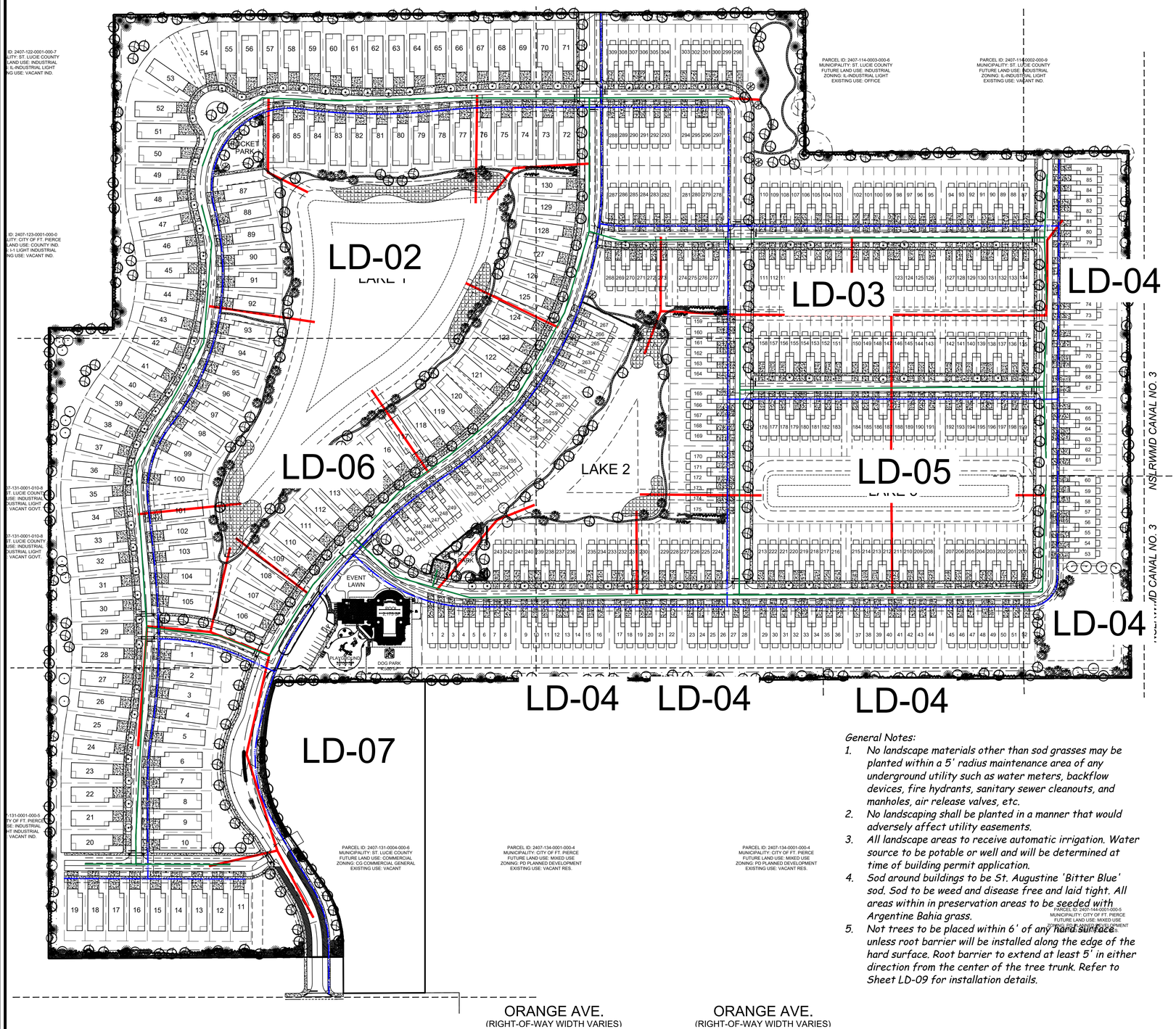
REDTAIL DG
100 S. 2nd Street
Fort Pierce, FL 34950

DESIGNED BY	DRAWN BY	FILENAME	LAYOUT	SCALE	DATE
TM	AH	ROT...SIT #4 SUBMITTAL.DWG	DET		

DATE	REVISION COMMENTS
11.15.2024	REVISED PER TRC COMMENTS

MILLCREEK
ORANGE AVE.
DETAILS
CITY OF FT. PIERCE
FLORIDA

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

Scale: 1" = 100'
Drawn by: SM
Checked by: SM
CADD No.: 24-044 lp.dwg
Date: 7.17.24

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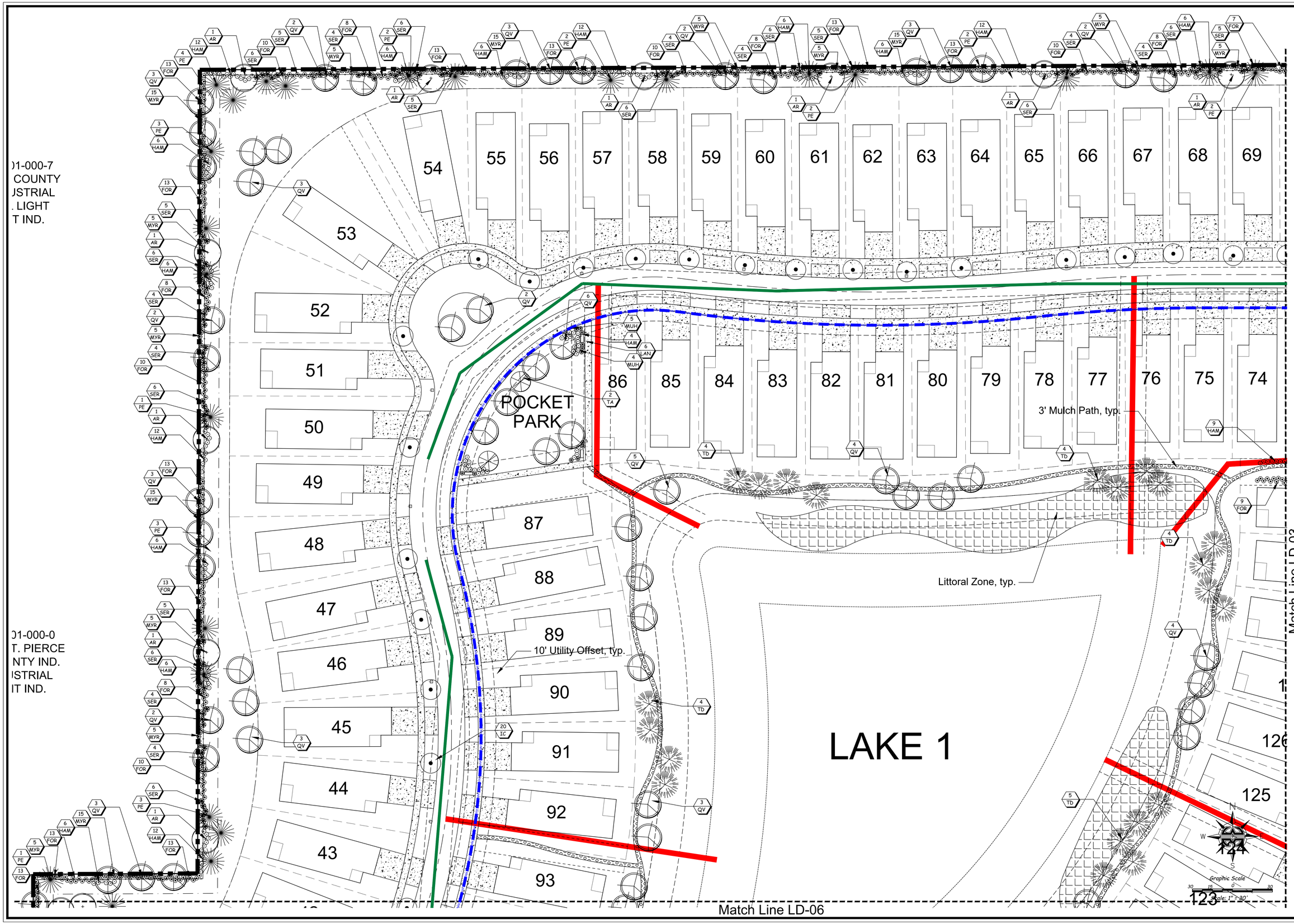
Millcreek
City of Fort Pierce
Overall Landscape Plan

LICENSED LANDSCAPE ARCHITECT LA0001733 STATE OF FLORIDA

LD-01



Landscape Design Associates
25110 NW 182nd Ave
High Springs, FL 32643
352-210-5765 ph, www.landscapeda.com

Scale: 1" = 30'
Drawn by: SM
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Date: 7.17.24

Revisions	
Date	Comments
11.15.2024	per staff 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'

Landscape Design Associates
25110 NW 182nd Ave
High Springs, FL 32643
352-210-5765 ph. www.landscapeda.com

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Date: 11.15.2024
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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

Landscape Design Associates

25110 NW 182nd Ave
High Springs, FL 32643
352-210-5765 ph. www.landscapeda.com

Scale:	1" = 30'
Drawn by:	SM
Checked by:	SM
CADD No.:	24-044 lp.dwg
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Revisions	
Date	Comments
11.15.2024	per staff comments

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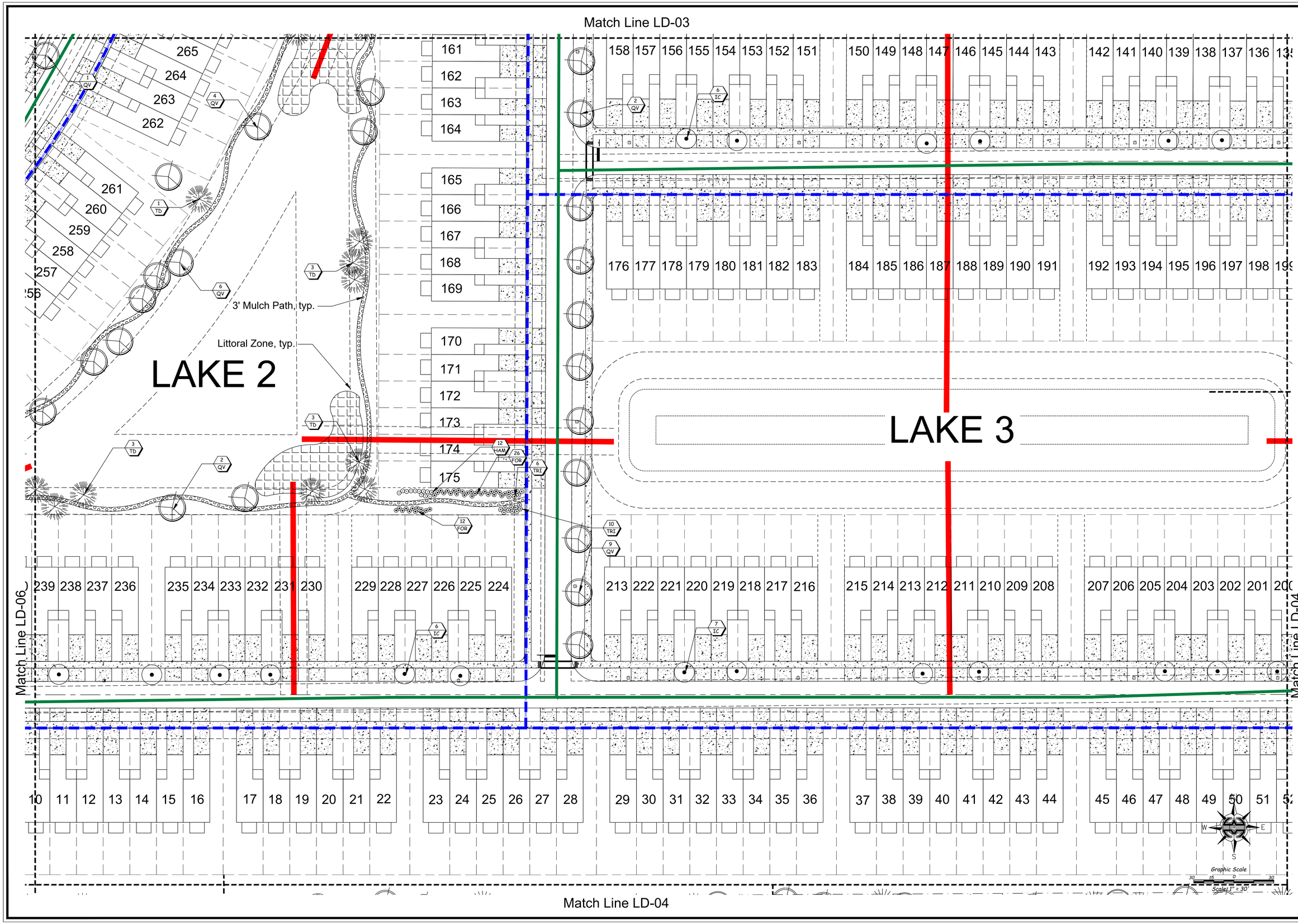
Millcreek

City of Fort Pierce

Landscape Plan

LD-04



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High Springs, FL 32643
352-210-5765 ph, www.landscapeda.com

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Date	Comments
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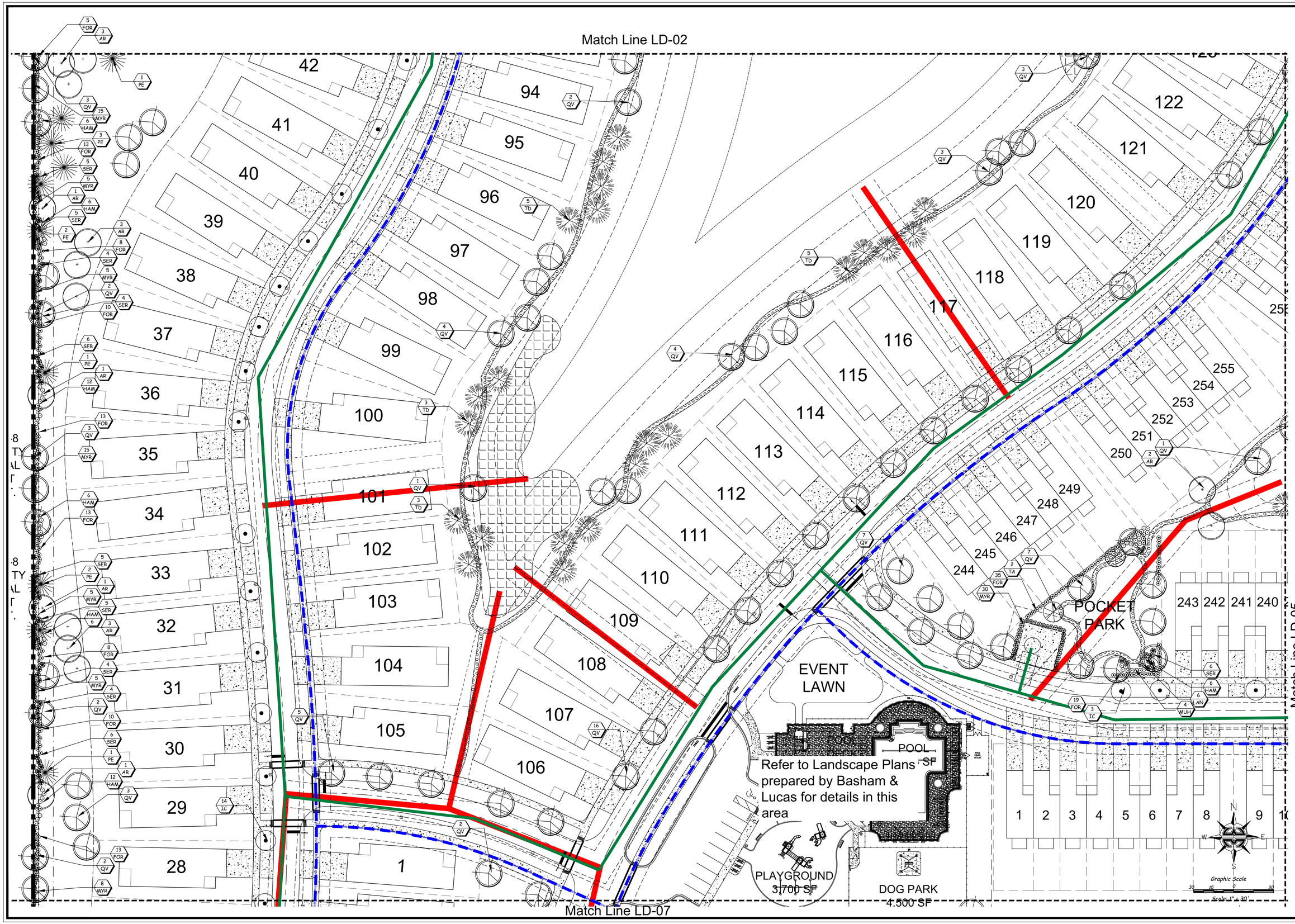
LD-05



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Millcreek
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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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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.

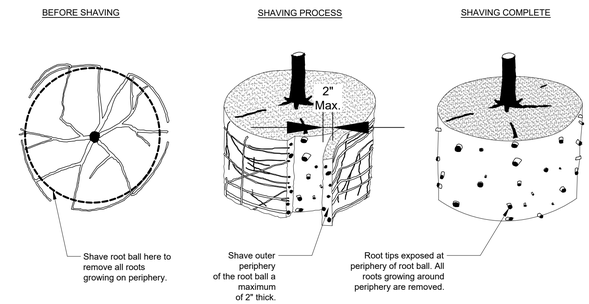
ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND FREE OF DISEASE AND INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE LANDSCAPE ARCHITECT, WHERE REQUIREMENTS 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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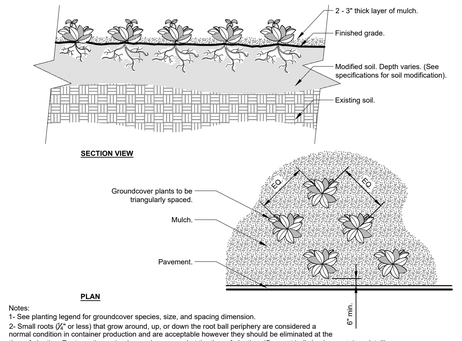
ROOT BALL SHAVING CONTAINER DETAIL



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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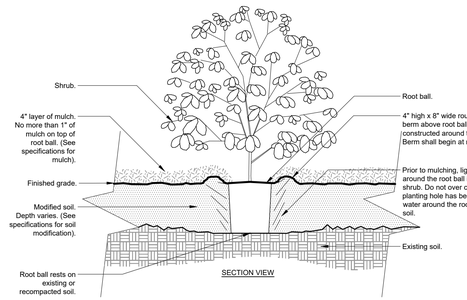

Notes:
1- Shrubs shall be of quality prescribed in the root observations detail and specifications.

2- See specifications for further requirements related to this detail.

SHRUB - MODIFIED SOIL

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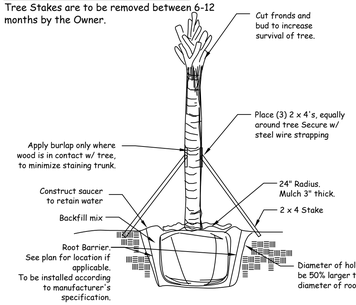
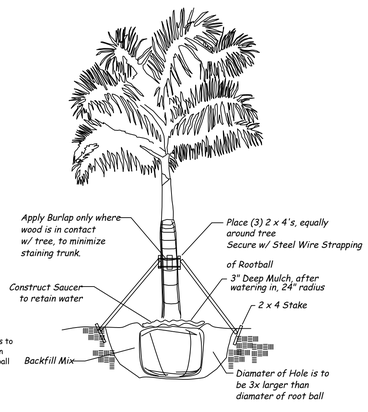
Palm Planting Detail

NTS

Tree Stakes are to be removed between 6-12 months by the Owner.

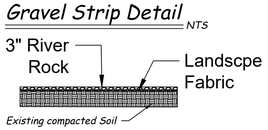




Watering Schedule			
Item	**Water**	**Month**	**No. of Applications**
Palms	20 gal	1	12
Large Trees	30 gal	2	12
Small Trees	20 gal	3	8
Large Shrubs	10 gal	4	8
Small Shrubs	5 gal	5	5
Groundcover	5 gal		
Total Applications			**45**

Gravel Strip Detail

NTS

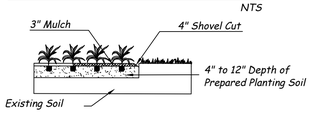


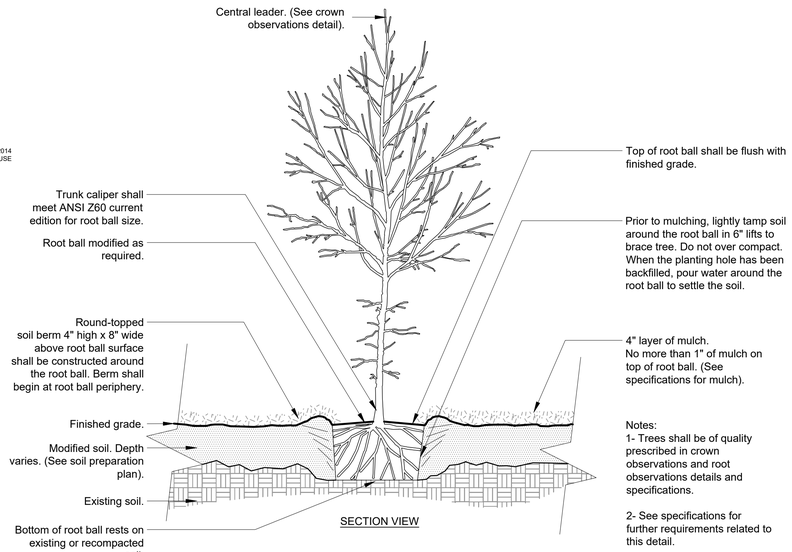
ABBREVIATIONS:

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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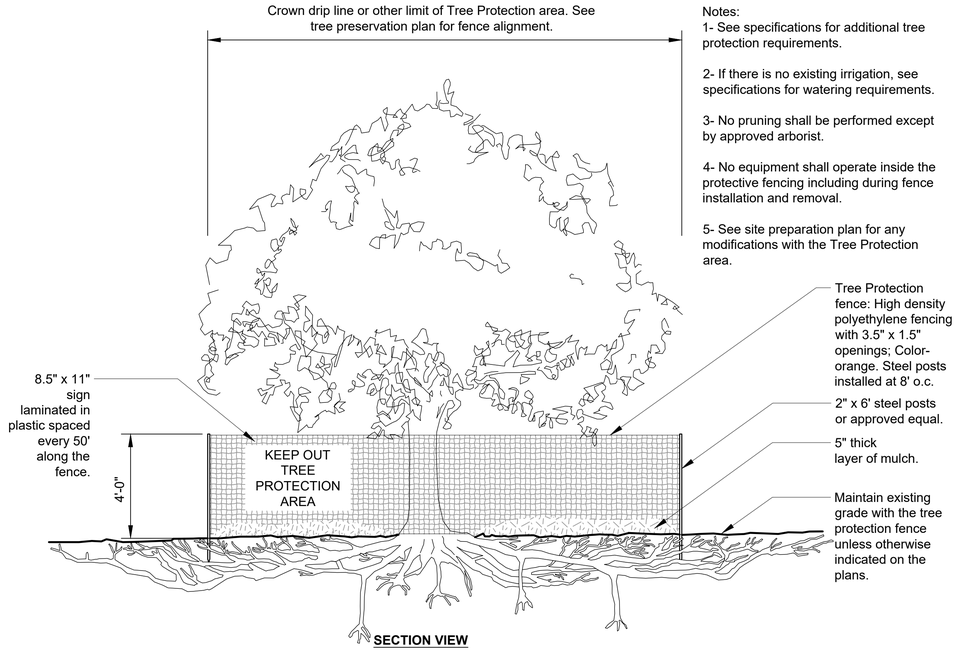
City of Fort Pierce
Landscape Notes & Details

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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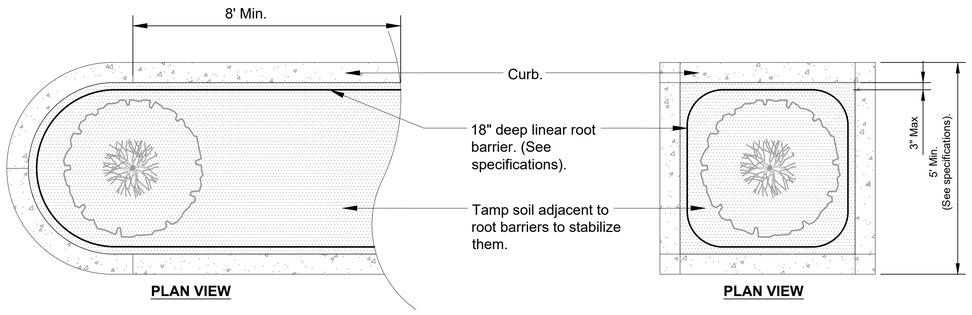
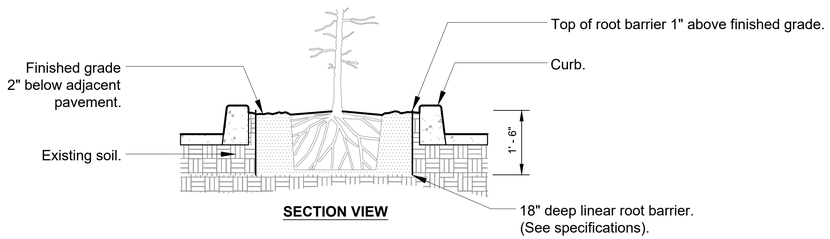
L_tree protection_safety netting





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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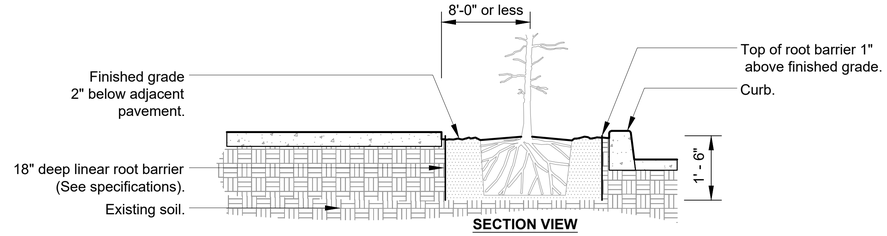

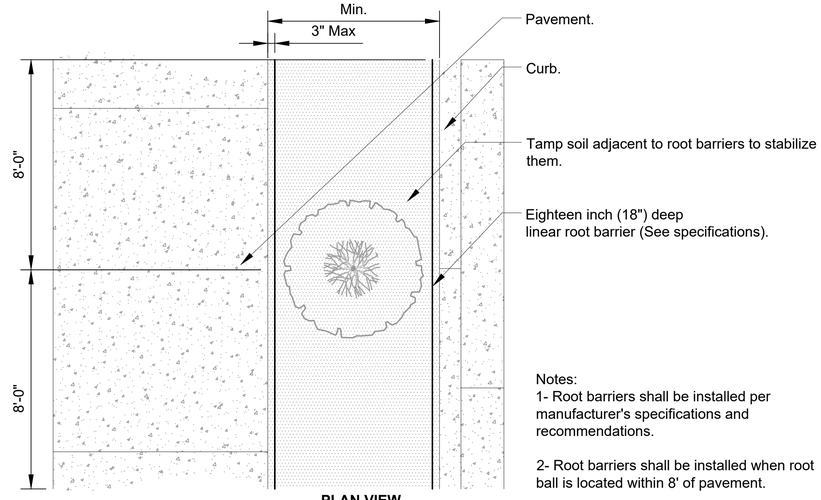

Notes:
1- Root barriers shall be installed per manufacturer's specifications and recommendations.

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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Millcreek
City of Fort Pierce

Landscape Notes & Details

REGISTERED LANDSCAPE ARCHITECT LA0001733 STATE OF FLORIDA

LD-09

Littoral Planting Specifications

Part 1: General Notes

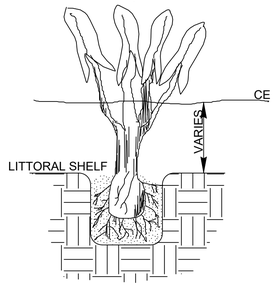
1. *The contractor shall confirm water elevation is stable at the control elevation level (C.E.) prior to installing any littoral plant material.*
2. *The contractor shall verify littoral shelf elevations and stabilization and confirm proper grade relationship for littoral plant materials specified prior 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

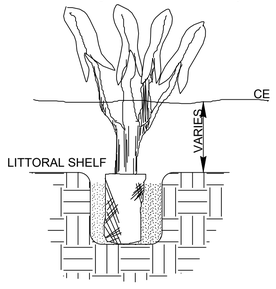
1. *All littoral plants indicated are naturally occurring species indigenous to the area. Naturalistic plantings as shown on contract documents shall be adhered to by the contractor.*
2. *All container grown materials shall be healthy, vigorous, well-rooted plants and established in the container so 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

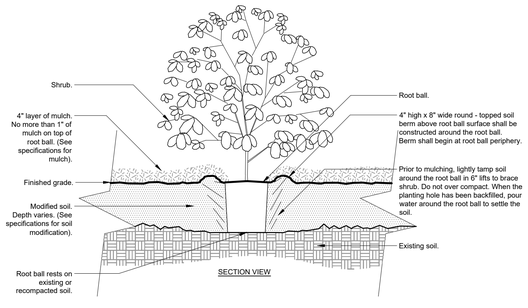
1. *Depth for littoral planting are to be established from the Lake systems C.E..*
2. *After transport, bare rooted littoral plant materials shall be protected to prevent dehydration and shall be installed within 48 hours after collection. (Plants shall be staged in water until installed).*
3. *Nuisance 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

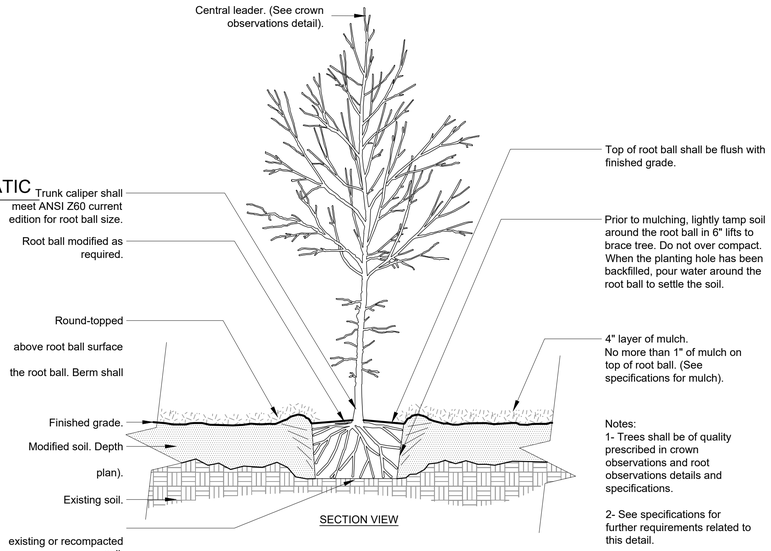
1. Precautions will be taken to control and reduce construction oriented pollution from adjacent activities to the littoral areas.
2. Equipment wash down areas, refueling and equipment repair shall occur away from areas of drainage collection or possible connection/influence of the littoral area.
3. 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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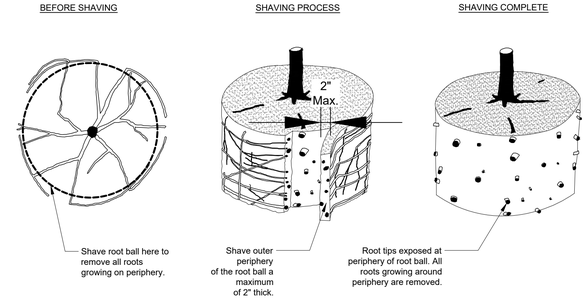
GENERAL NOTES:

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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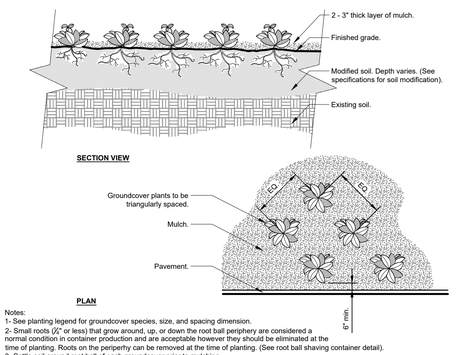
ROOT BALL SHAVING CONTAINER DETAIL

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
Drawn by: SM
Checked by: SM
CADD No.: 24-044 lp.dwg
Date: 7.17.24

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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

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ELECTRICAL ENGINEER
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Jacksonville, Florida 32223
(904) 239-3621

STRUCTURAL ENGINEERING
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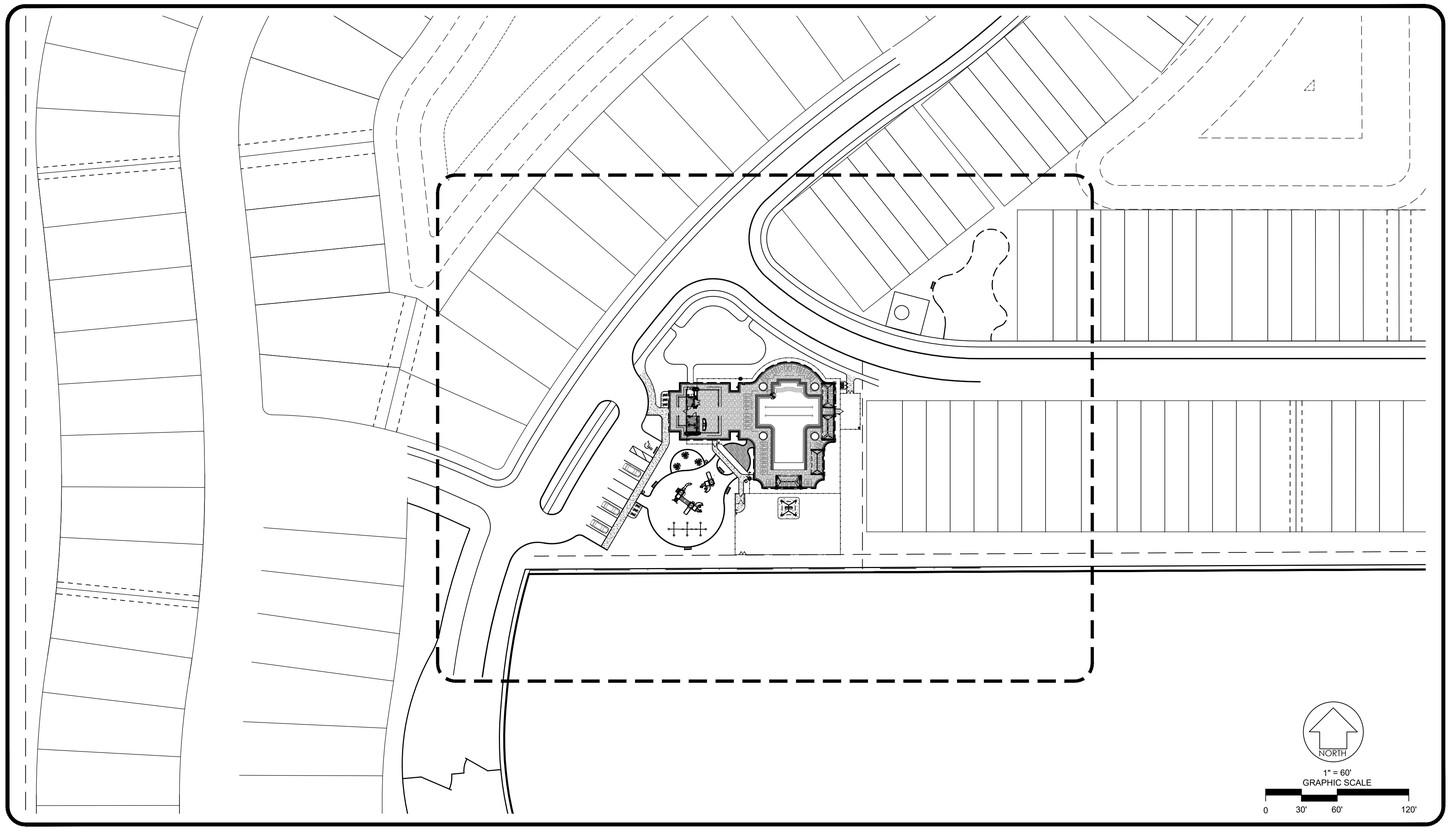
11651 Central Parkway, Suite 106
Jacksonville, Florida 32224
(904) 992-0377



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

NO.	DATE	DESCRIPTION	BY

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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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JACKSONVILLE, FLORIDA 32256
(904) 731-2323 • bashamlucas.com
LN: AR0016514 • LA6666906

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DATE	11-14-24
JOB NO.	24-40

H0.1

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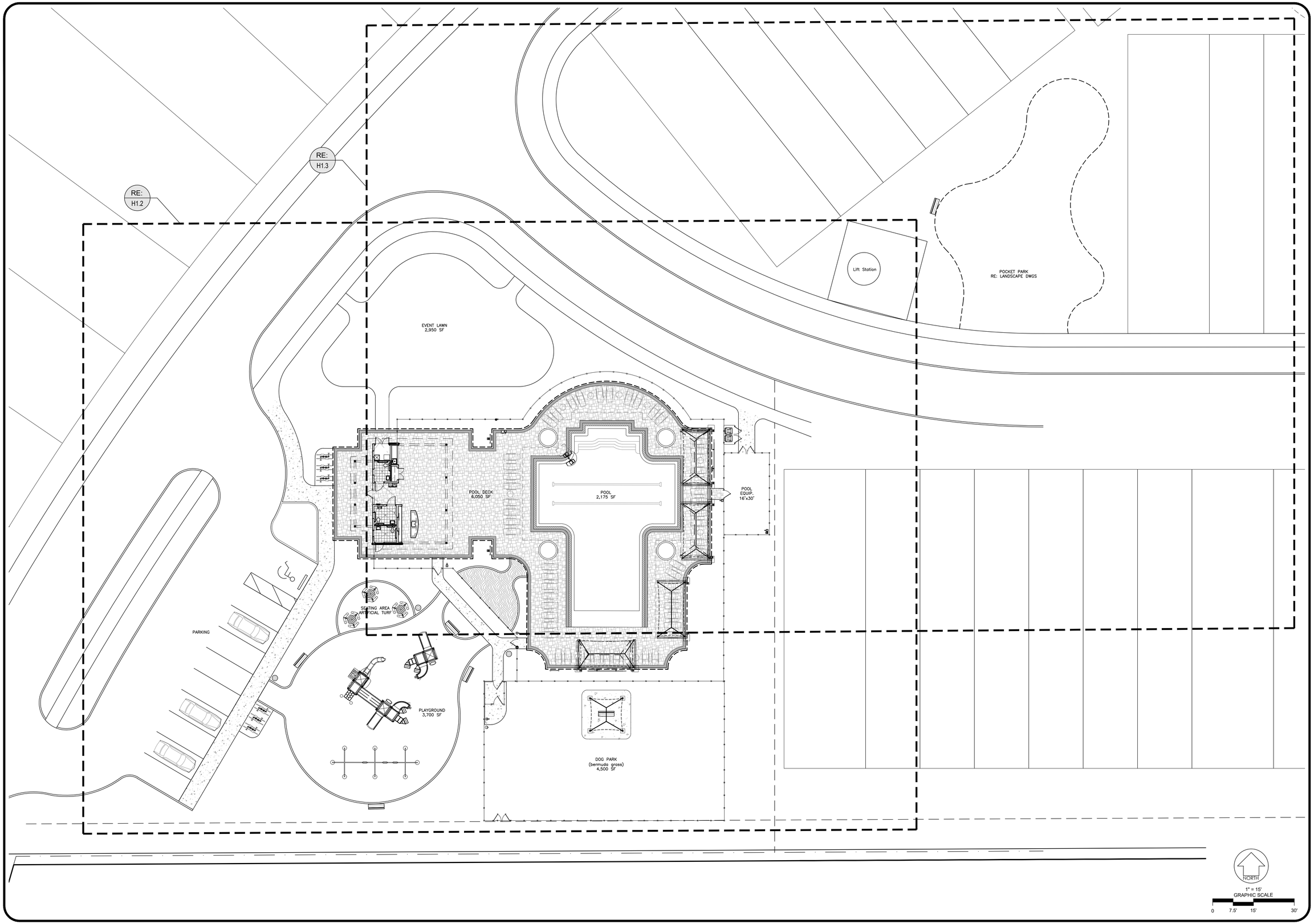

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prepared for DREAM FINDER HOMES

MILLCREEK AMENITY

at St. Lucie County, Ft. Pierce, FL

AMENITY HARDSCAPE

OVERALL SITE PLAN

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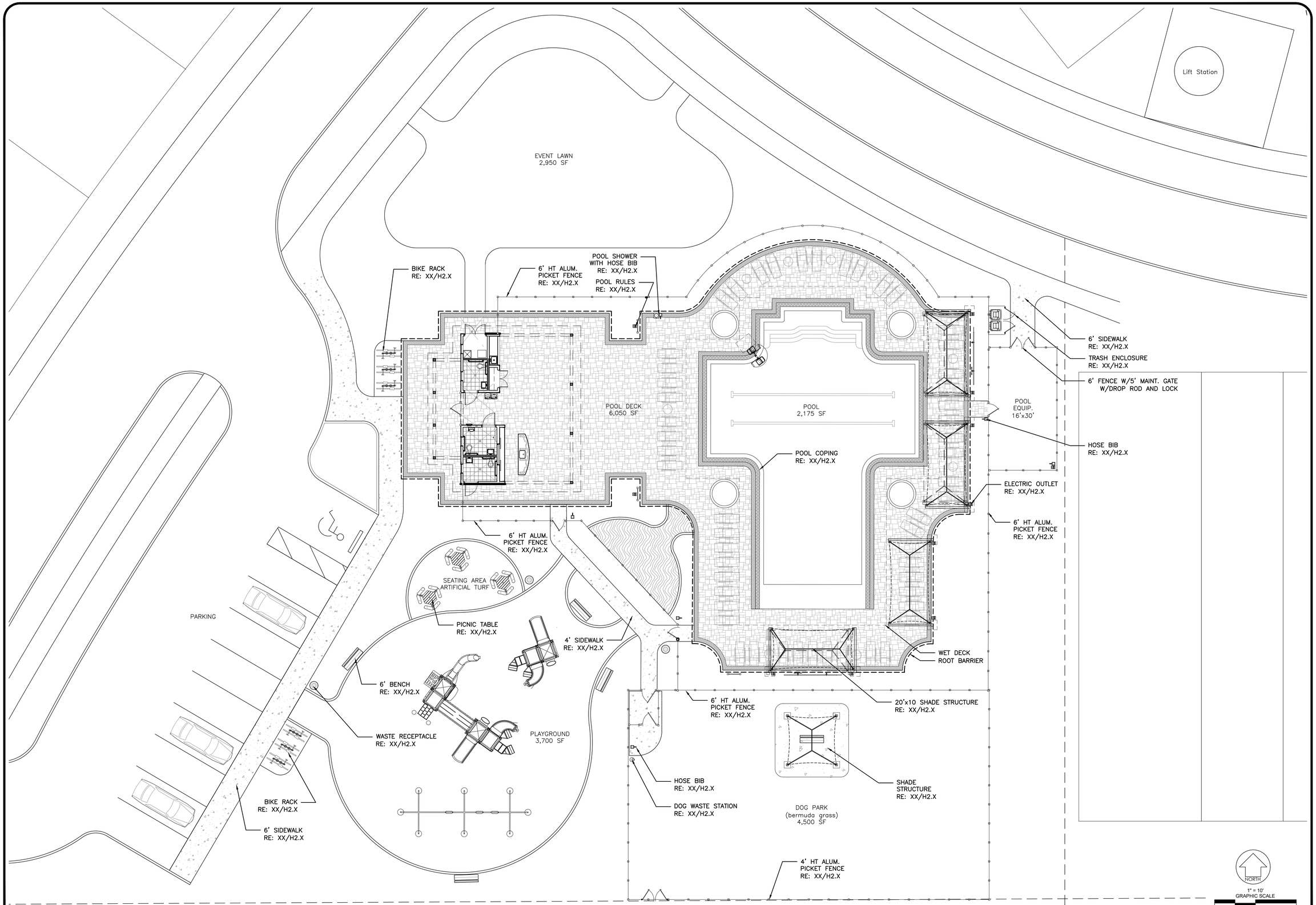

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MILLCREEK AMENITY

at St. Lucie County, Ft. Pierce, FL

AMENITY HARDSCAPE

ENLARGED SITE PLAN

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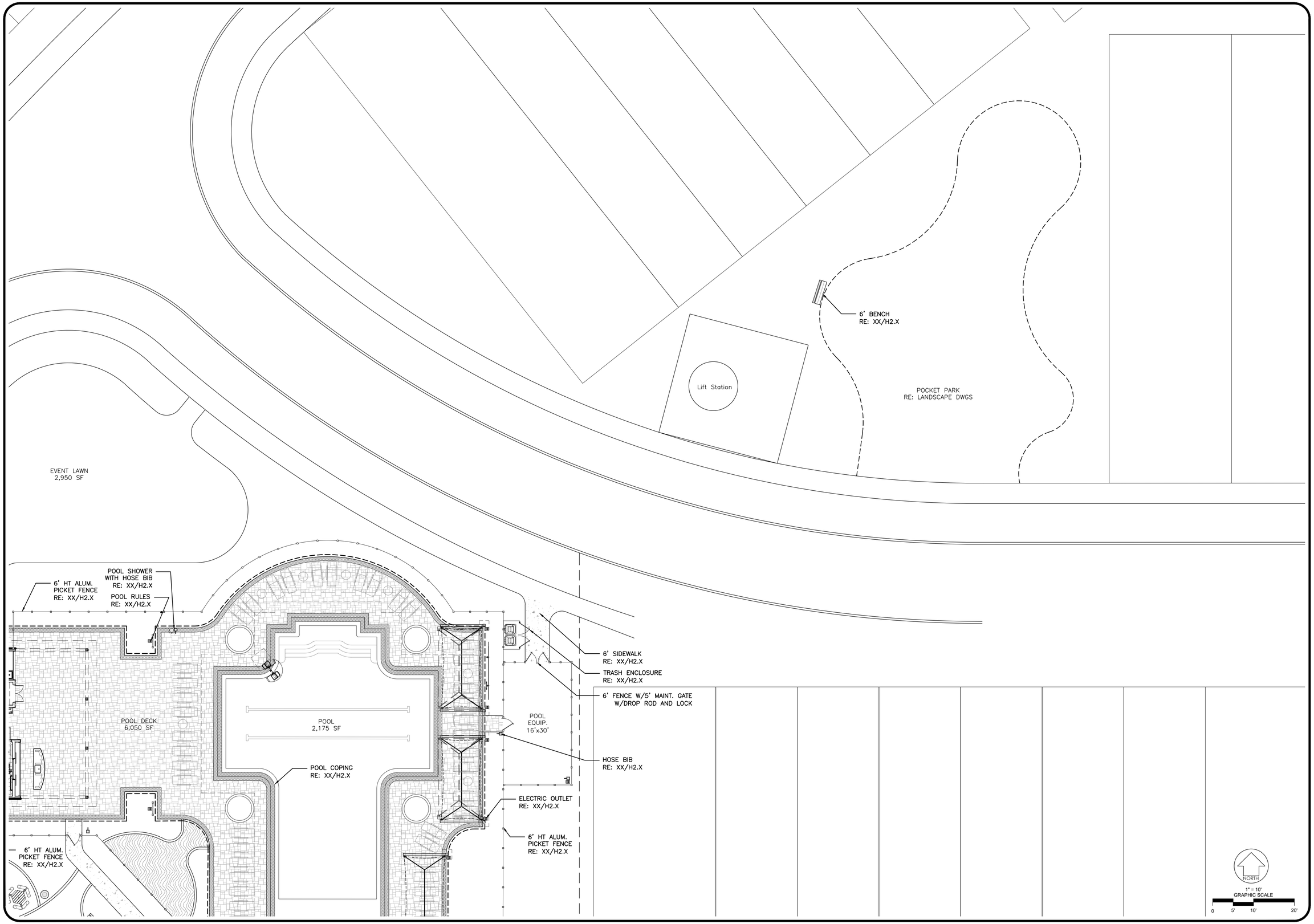
H1.2

REVIEW SET



REVISIONS

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prepared for DREAM FINDER HOMES

MILLCREEK AMENITY

at St. Lucie County, Ft. Pierce, FL

AMENITY HARDSCAPE

ENLARGED SITE PLAN

BASHAM & LUCAS
DESIGN GROUP, INC.
7645 GATE PARKWAY SUITE 101
JACKSONVILLE, FLORIDA 32256
(904) 731-2323 • bashamlucas.com
LN: AR0016514 • LA6666906

NOT FOR CONSTRUCTION

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DATE	11-14-24
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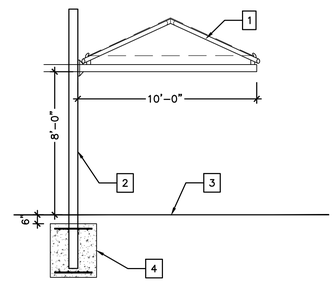
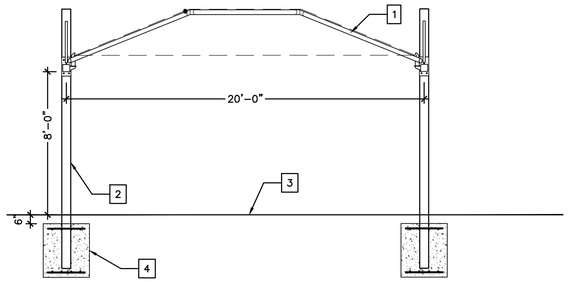
H1.3

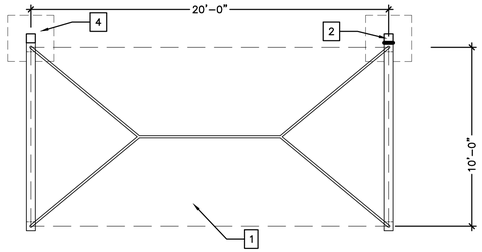
REVIEW SET



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.

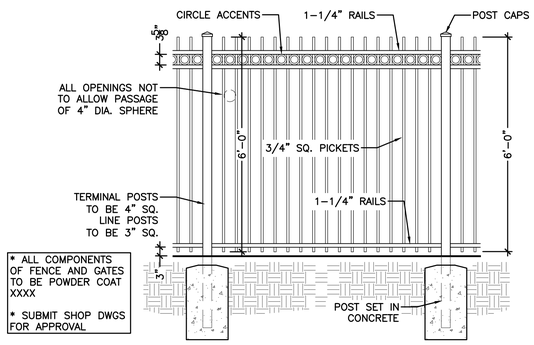
NOTES:
1.INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2.THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.

QUANTITY REQUIRED: 4

SUPERIOR RECREATIONAL PRODUCTS
1-800-327-8774
www.srpshade.com

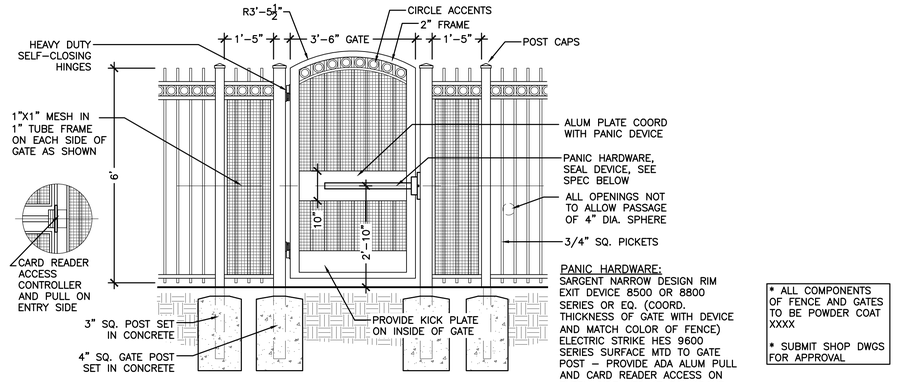
1 CANTILEVER SHADE STRUCTURE: 10 x 20' POOL (SH-01)

SCALE: 1/4" = 1'-0"



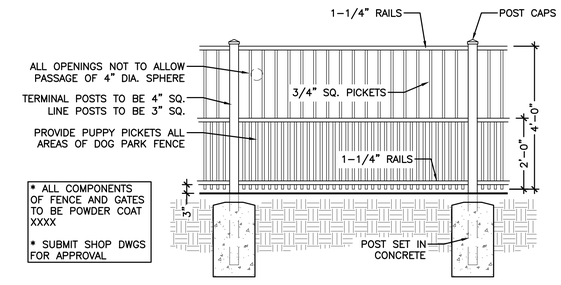
2 FENCE (F-01): POOL AREA

SCALE: 1/2" = 1'-0"



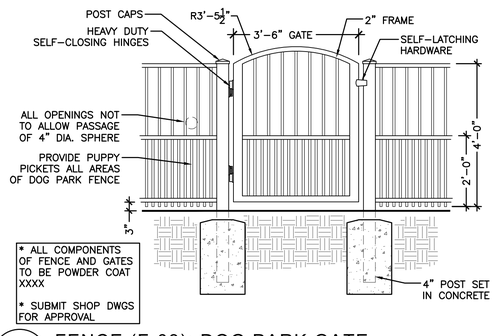
3 FENCE (F-01): POOL GATE

SCALE: 1/2" = 1'-0"



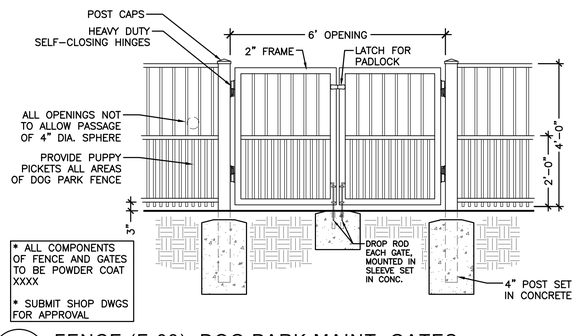
4 FENCE (F-03): DOG PARK

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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H2.1

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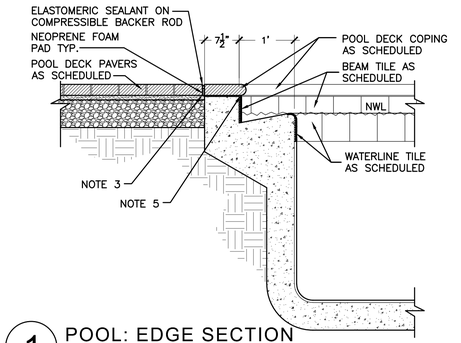
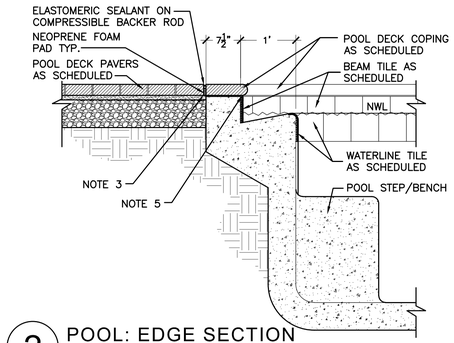


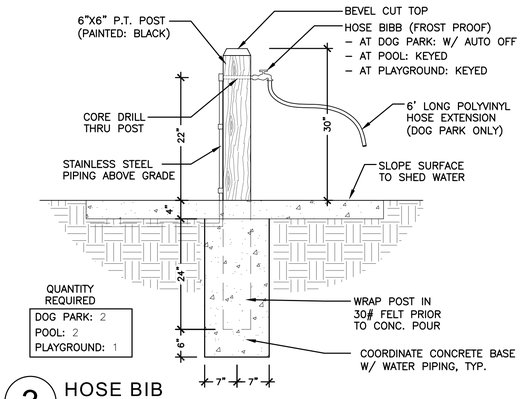
1 POOL: EDGE SECTION

SCALE: 3/4" = 1'-0"



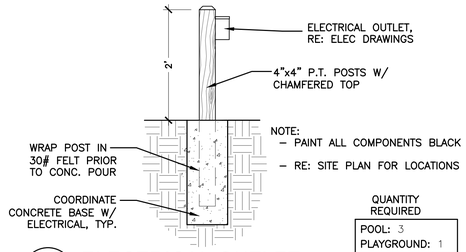
2 POOL: EDGE SECTION

SCALE: 3/4" = 1'-0"



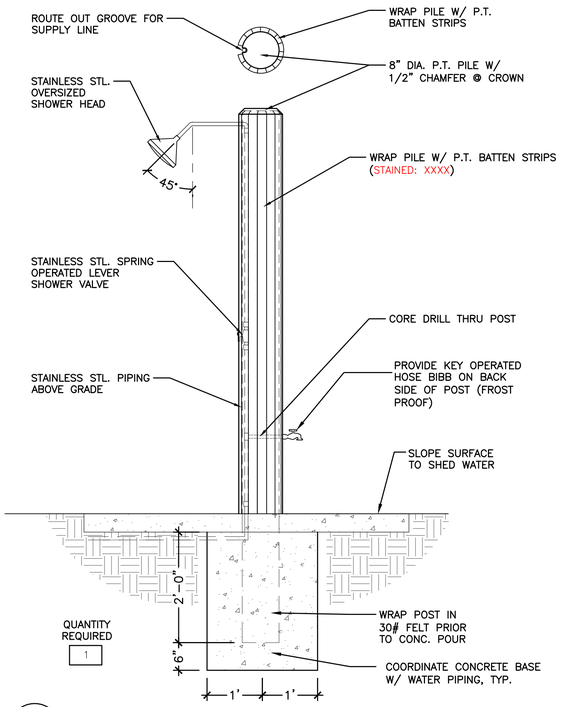
3 HOSE BIB SECTION

SCALE: 3/4" = 1'-0"



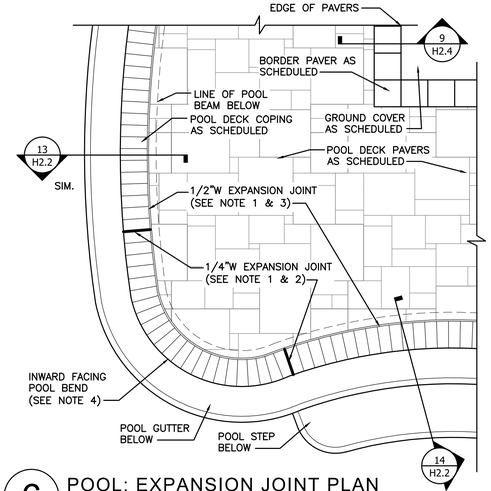
4 ELECTRICAL OUTLET

SCALE: 3/4" = 1'-0"



5 POOL: SHOWER SECTION

SCALE: 3/4" = 1'-0"

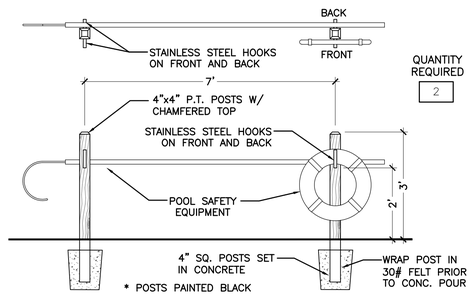


6 POOL: EXPANSION JOINT PLAN

SCALE: 1/2" = 1'-0"

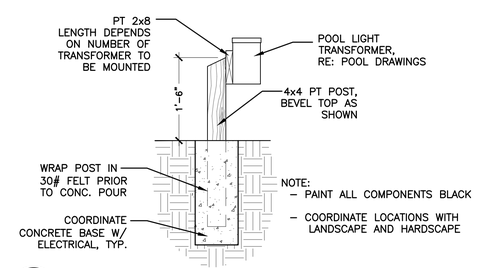
GENERAL NOTES:

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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H2.2

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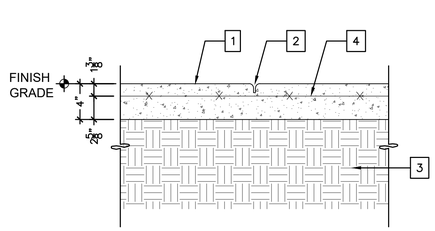
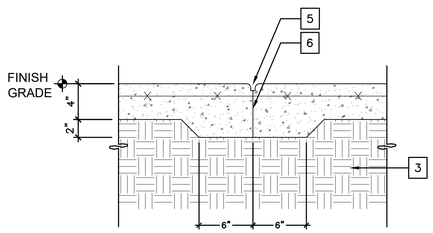
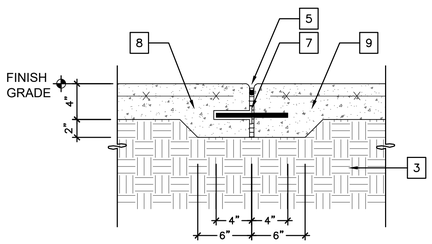


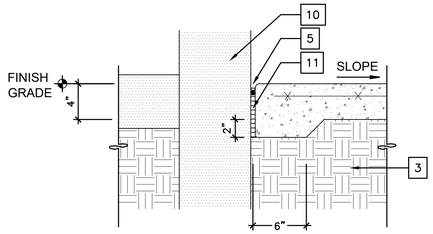
A CONTROL JOINT



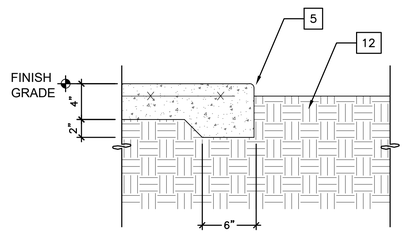
B CONSTRUCTION JOINT



C EXPANSION JOINT



D ISOLATION JOINT



E EDGE CONDITION

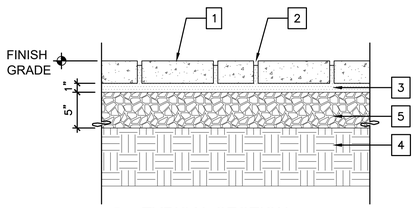
1 PEDESTRIAN CONCRETE PAVING

SCALE: 1-1/2" = 1'-0"

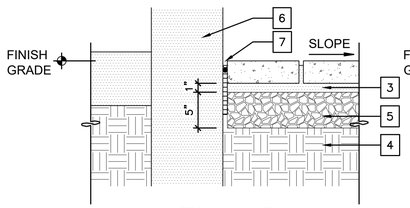
KEY NOTES

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

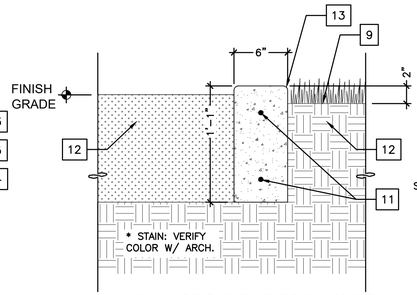
NOTE:
1. ALL CONCRETE SIDEWALKS TO MATCH THE EXISTING SITE SIDEWALKS IN COLOR AND FINISH.
2. MAXIMUM SPACING BETWEEN CONTROL JOINTS IS 100 SF
3. MAXIMUM SPACING BETWEEN EXPANSION JOINTS IS 400 SF
4. CONTRACTOR SHALL PROVIDE ISOLATION JOINTS BETWEEN CONCRETE PAVEMENT AND ALL FIXED VERTICAL SITE ELEMENTS, INCLUDING BUT NOT LIMITED TO: BUILDINGS, WALLS, CURBS, STEPS AND CHEEK WALLS, LIGHT POLE FOUNDATIONS, GRAPHIC ELEMENT FOUNDATIONS, ETC.



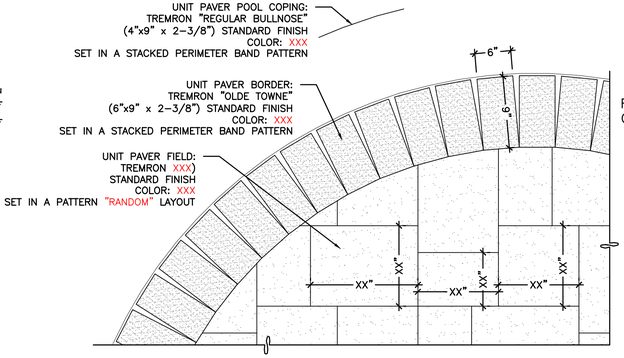
A TYPICAL SECTION SAND SET



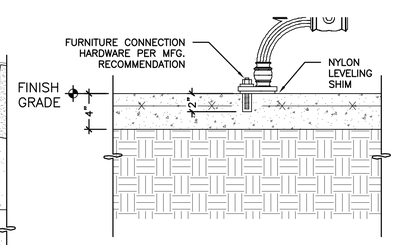
B ISOLATION JOINT



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

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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.

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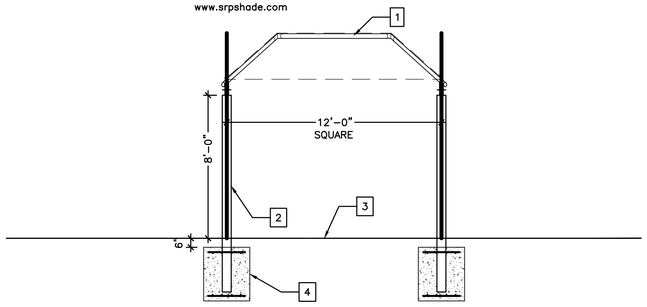
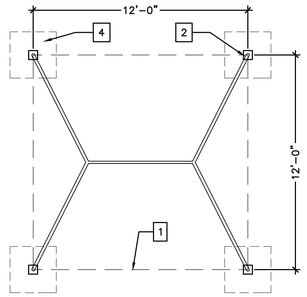


A ELEVATION VIEW

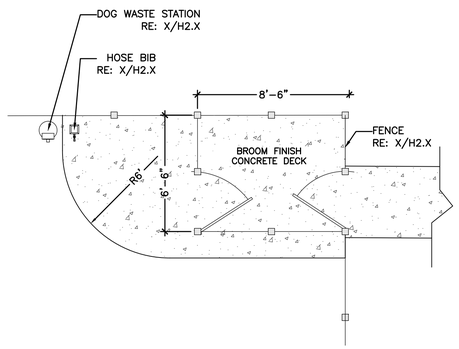


B PLAN VIEW

QUANTITY REQUIRED: 1

1 4 POST SHADE STRUCTURE: 12' x 12' DOG PARK (SH-03)

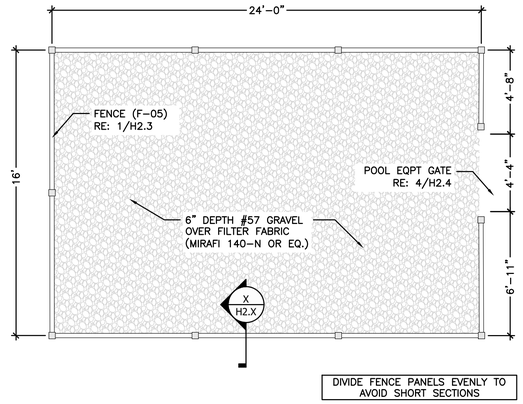
SCALE: 1/4" = 1'-0"



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

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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

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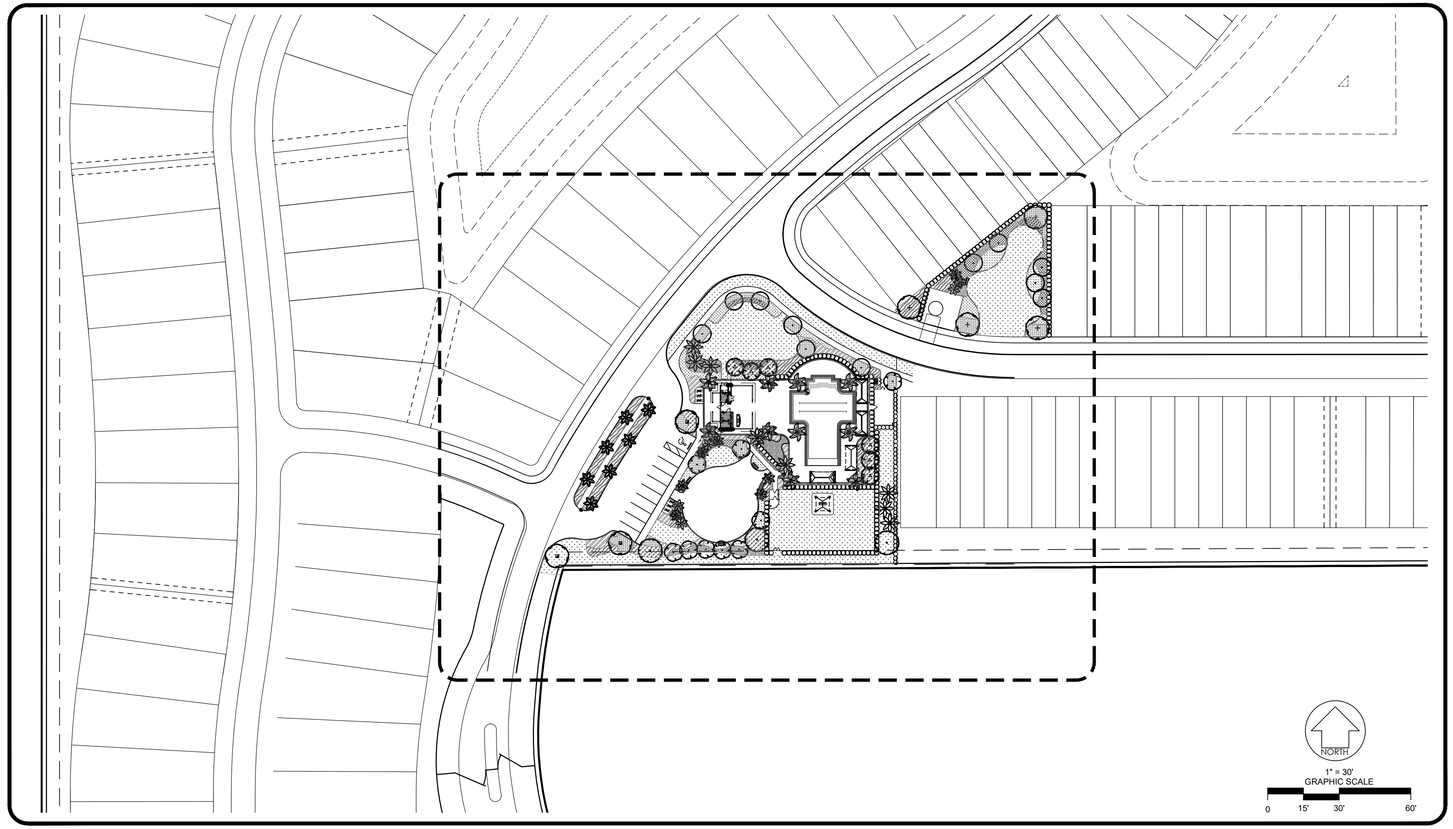

PLANT SCHEDULE

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.

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COVER

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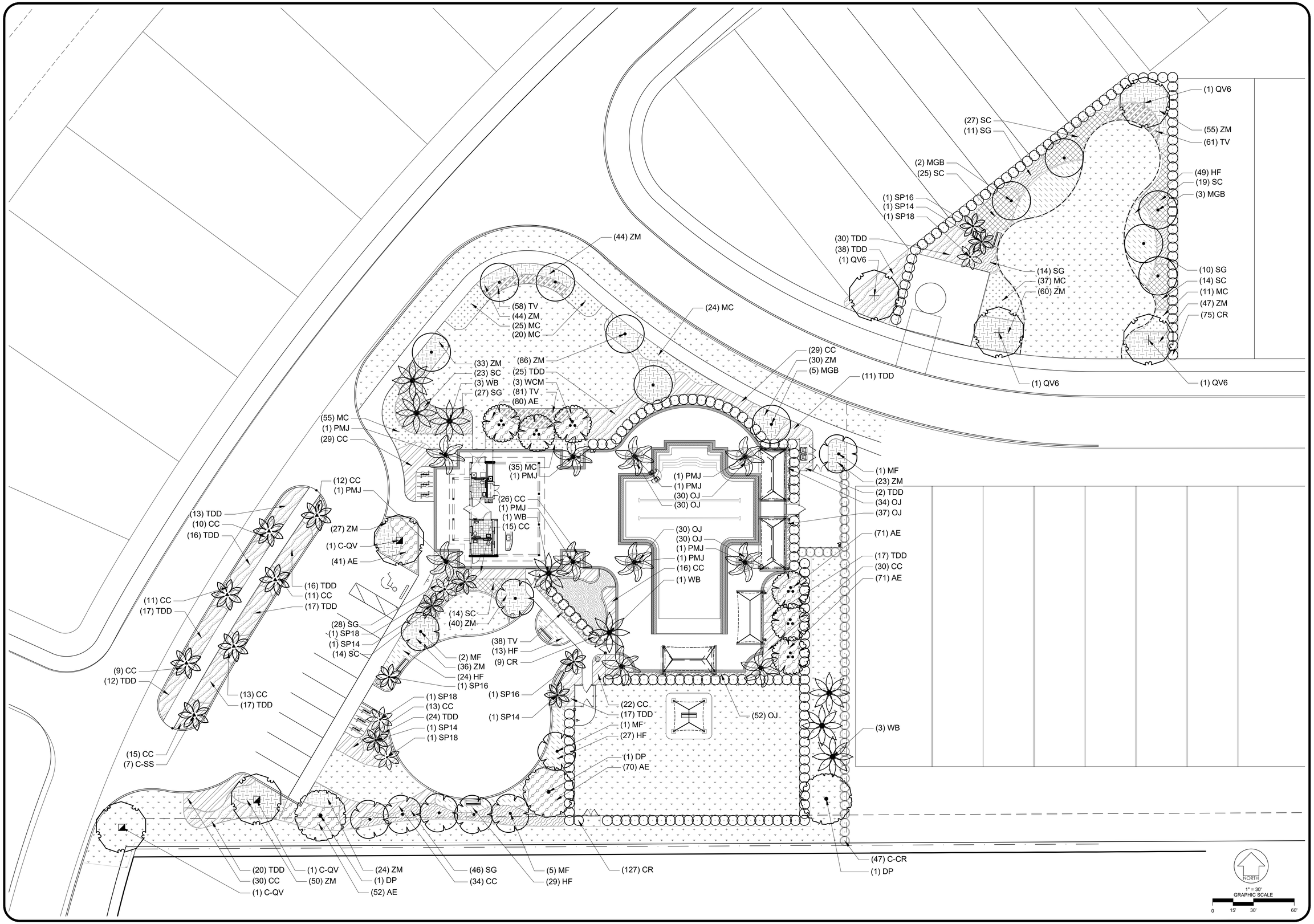

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AMENITY LANDSCAPE

PLANTING PLAN

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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

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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.

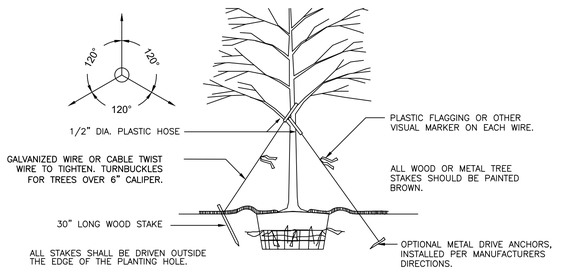
E. Roll and/or topdress surface as needed to remove minor depressions or irregularities.

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.

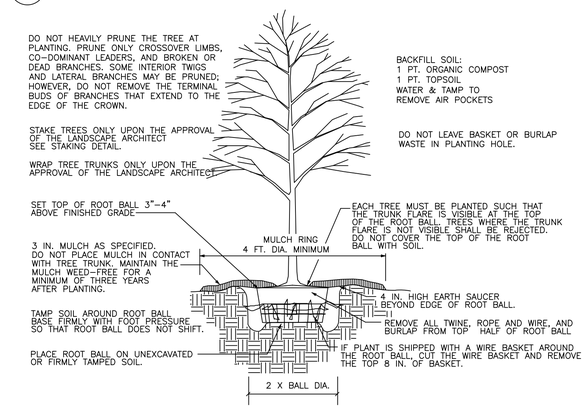
END OF SECTION 02938



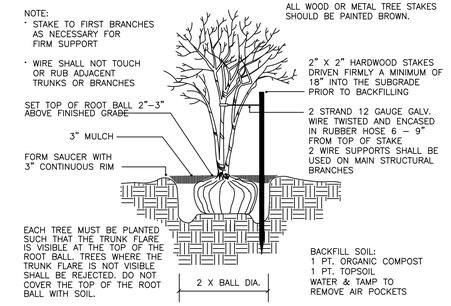
REMOVE ALL STAKING AS SOON AS THE TREE HAS GROWN SUFFICIENT ROOTS TO OVERCOME THE PROBLEM THAT REQUIRED THE TREE TO BE STAKED. STAKES SHALL BE REMOVED NO LATER THE END OF THE FIRST GROWING SEASON AFTER PLANTING.

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.

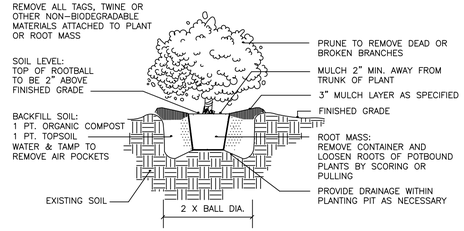
LARGE TREE STAKING DETAIL (3" CAL. OR LARGER)



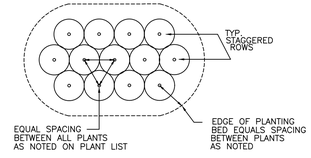
LARGE TREE PLANTING DETAIL (3" CAL. OR LARGER)



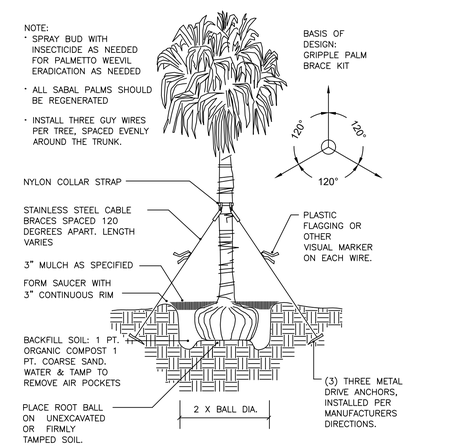
MULTI–TRUNK OR SMALL TREE PLANTING DETAIL



SHRUB PLANTING DETAIL



SHRUB MASS PLANTING LAYOUT



PALM TREE PLANTING DETAIL

811 Know what's below. Call before you dig.

REVISIONS

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prepared for DREAM FINDER HOMES

MILCREEK AMENITY

at St. Lucie County, Ft. Pierce, FL

AMENITY LANDSCAPE

SPECIFICATIONS & DETAILS

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L2.2

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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TABLE OF CONTENTS

SECTION **PAGE**

1. INTRODUCTION 1

2. TRIP GENERATION 2

3. EXISTING CONDITIONS 3

4. BACKGROUND TRAFFIC 3

5. TRIP DISTRIBUTION AND ASSIGNMENT 4

6. DRIVEWAY ANALYSIS 8

7. CONCLUSIONS AND RECOMMENDATIONS 9

EXHIBIT 1: PROPERTY APPRAISER

EXHIBIT 2: CONCEPTUAL SITE PLAN

EXHIBIT 3: ITE TRIP GENERATION RATES

EXHIBIT 4: UF BEBR POPULATIONS PROJECTIONS

EXHIBIT 5: 2023 TRAFFIC COUNTS AND LOS REPORT

EXHIBIT 6: FIVE YEAR WORK PROGRAM

EXHIBIT 7: DRIVEWAY ANALYSIS

TABLE **PAGE**

Table 1: Trip Generation Rates 2

Table 2: Trip Generation 2

Table 3: 2025 UF-BEBR Growth Rate 3

Table 4: Project Impact 4

Table 5: Peak Hour Link Analysis 7

FIGURE **PAGE**

Figure 1: Project Location 1

Figure 2: Traffic Assignment 5

Figure 3: Project Driveway Volumes 8

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%

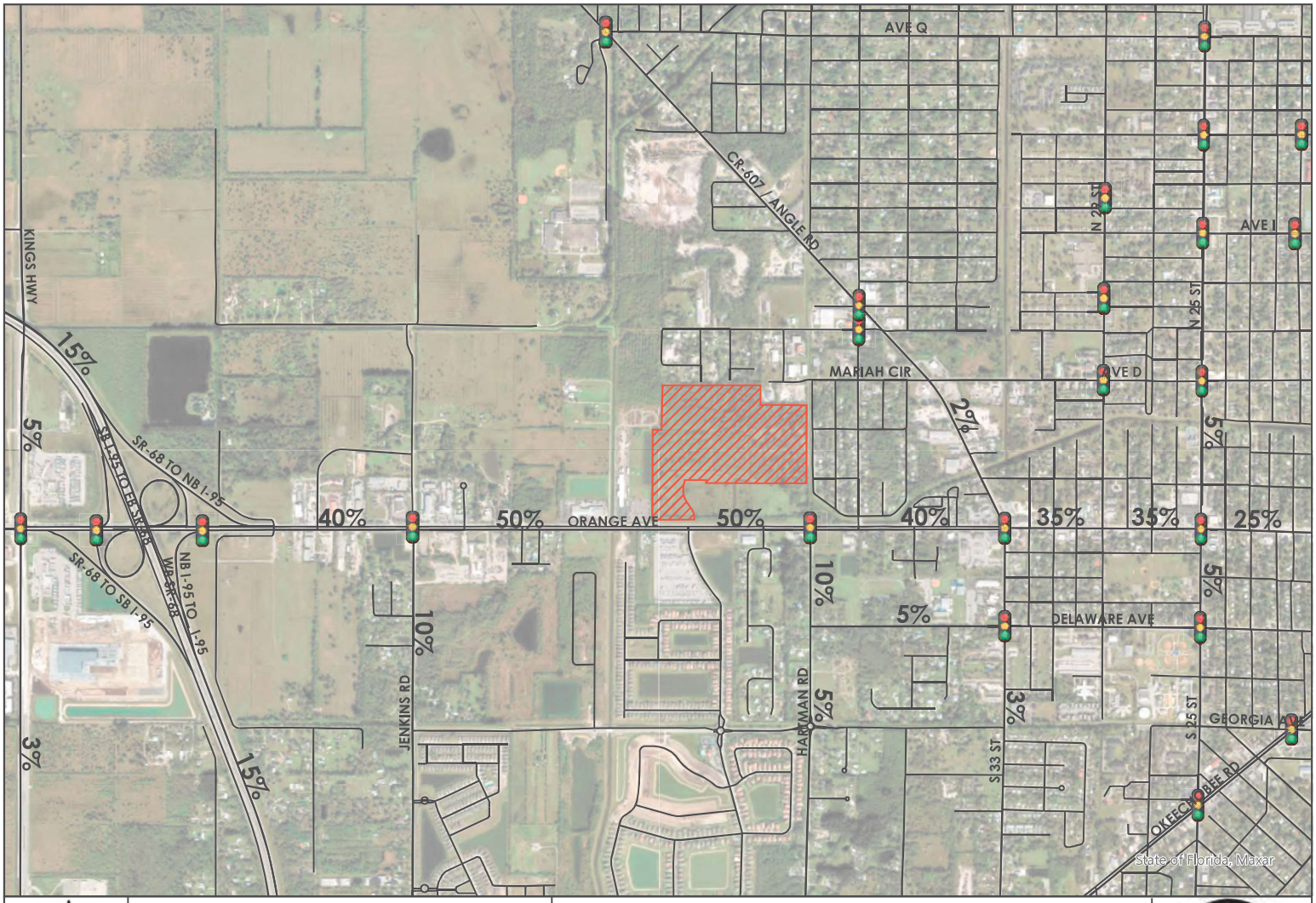
In order to provide a conservative analysis, the BEBR medium growth rate (1.50%) was used in this analysis to determine background traffic on the transportation network.

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)

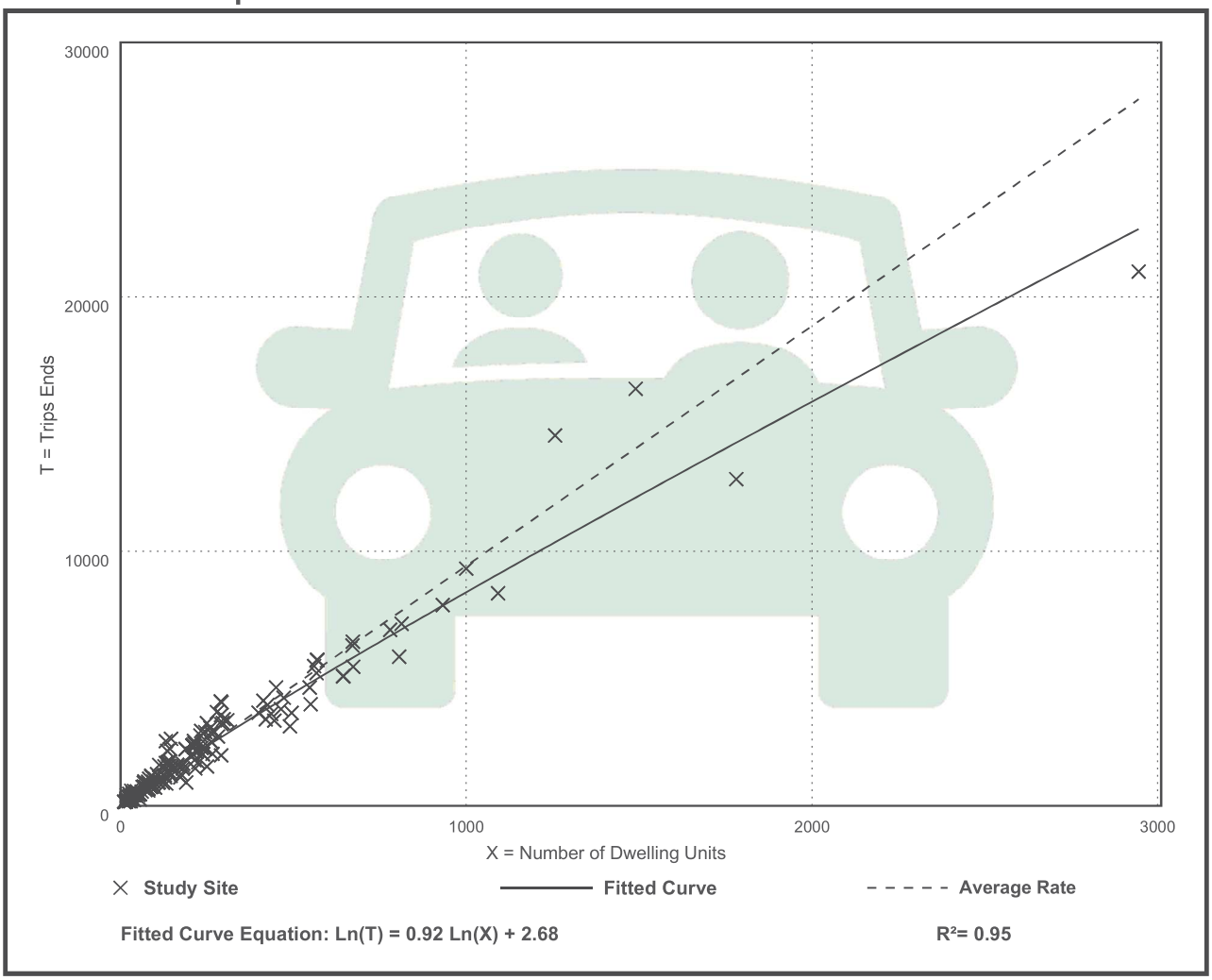
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

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

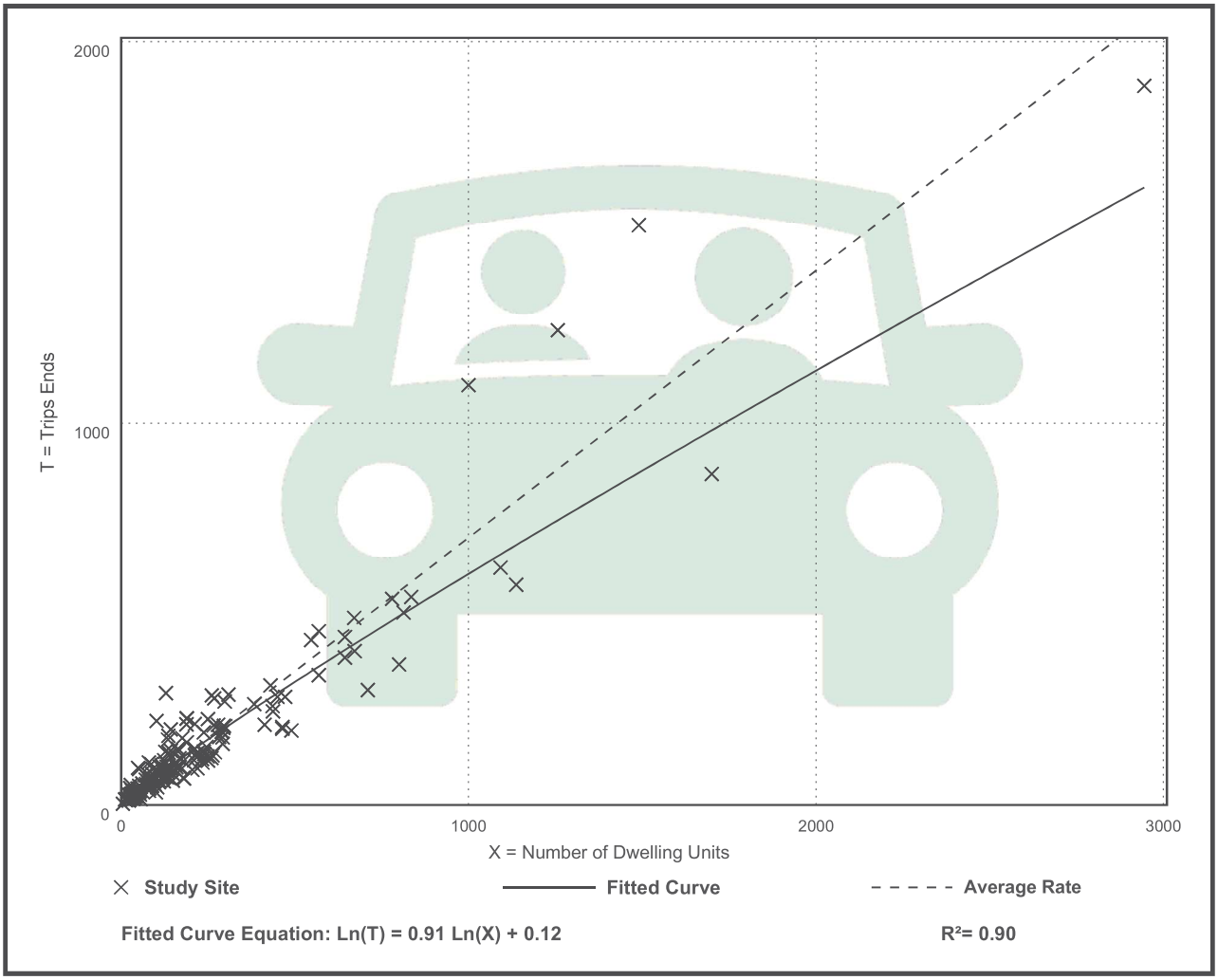
Single-Family Detached Housing
(210)

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



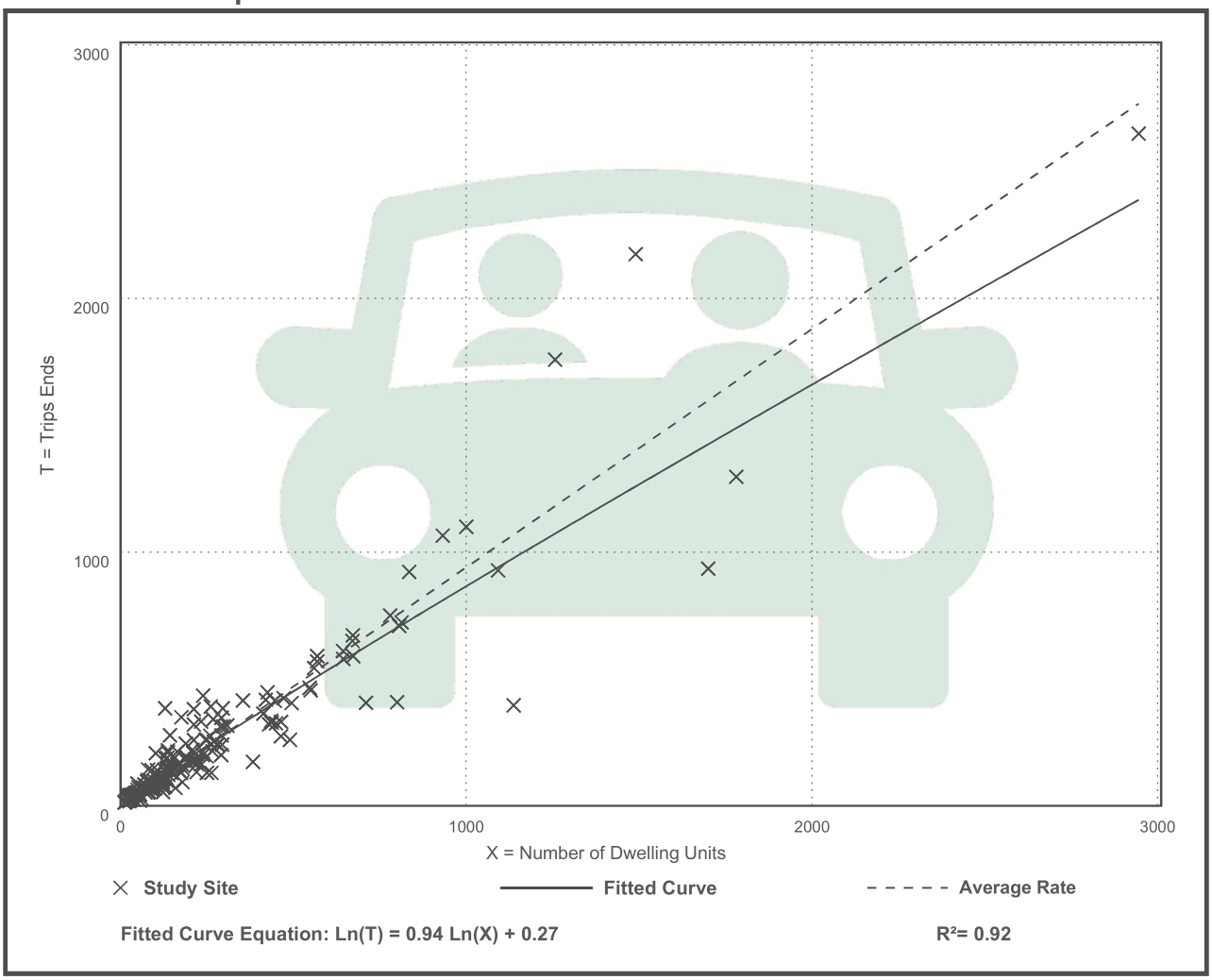
Single-Family Detached Housing
(210)

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)

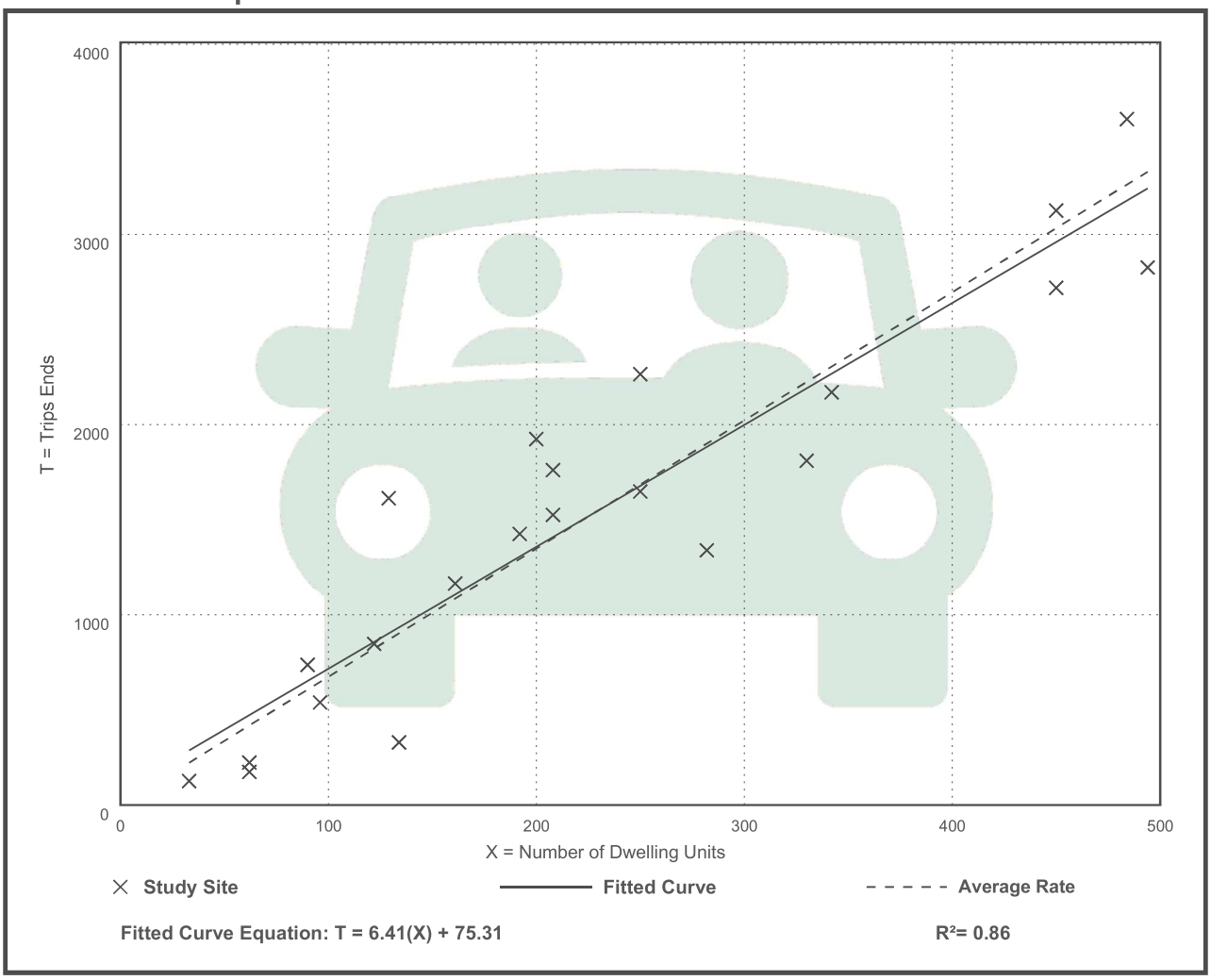
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

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

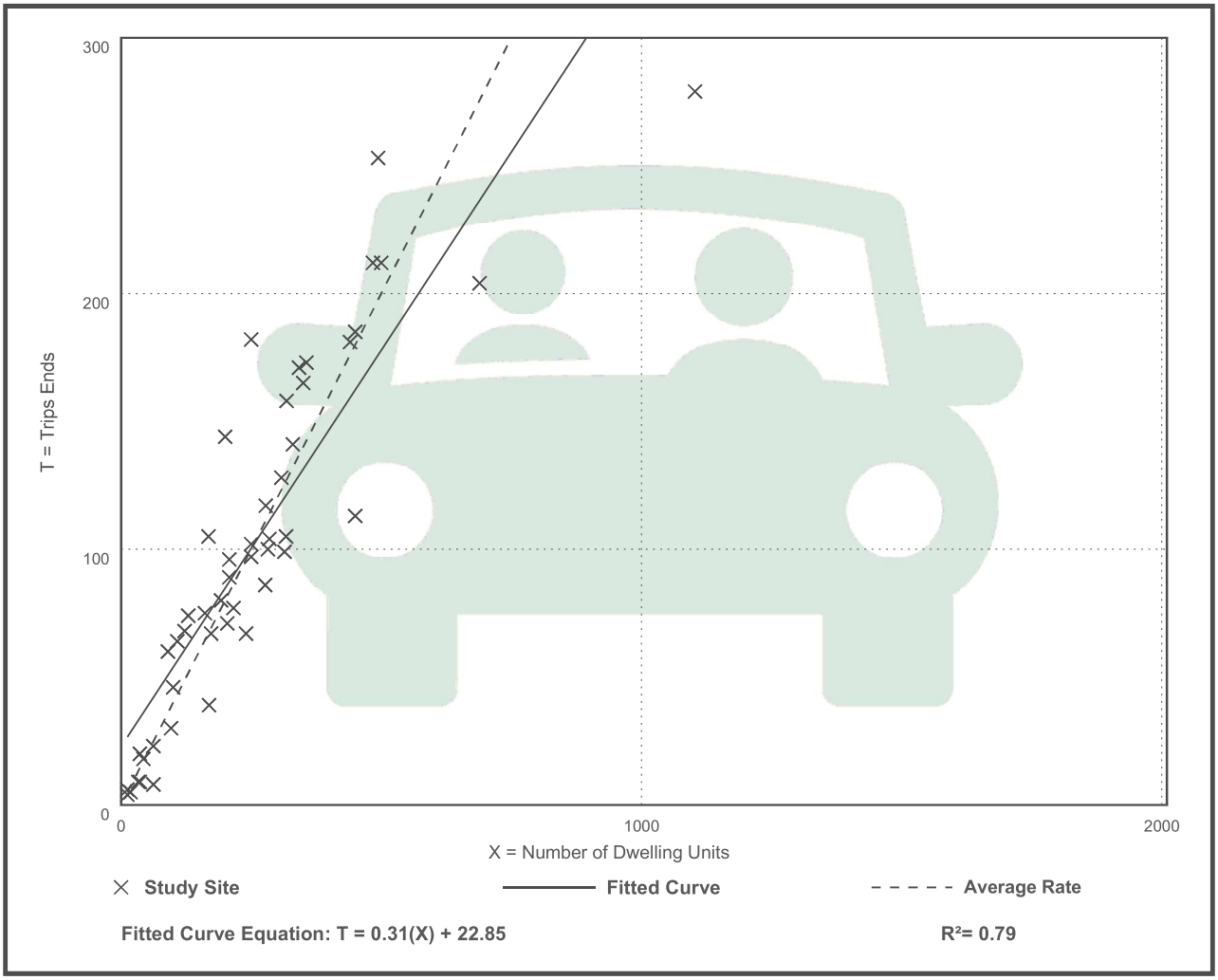
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

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



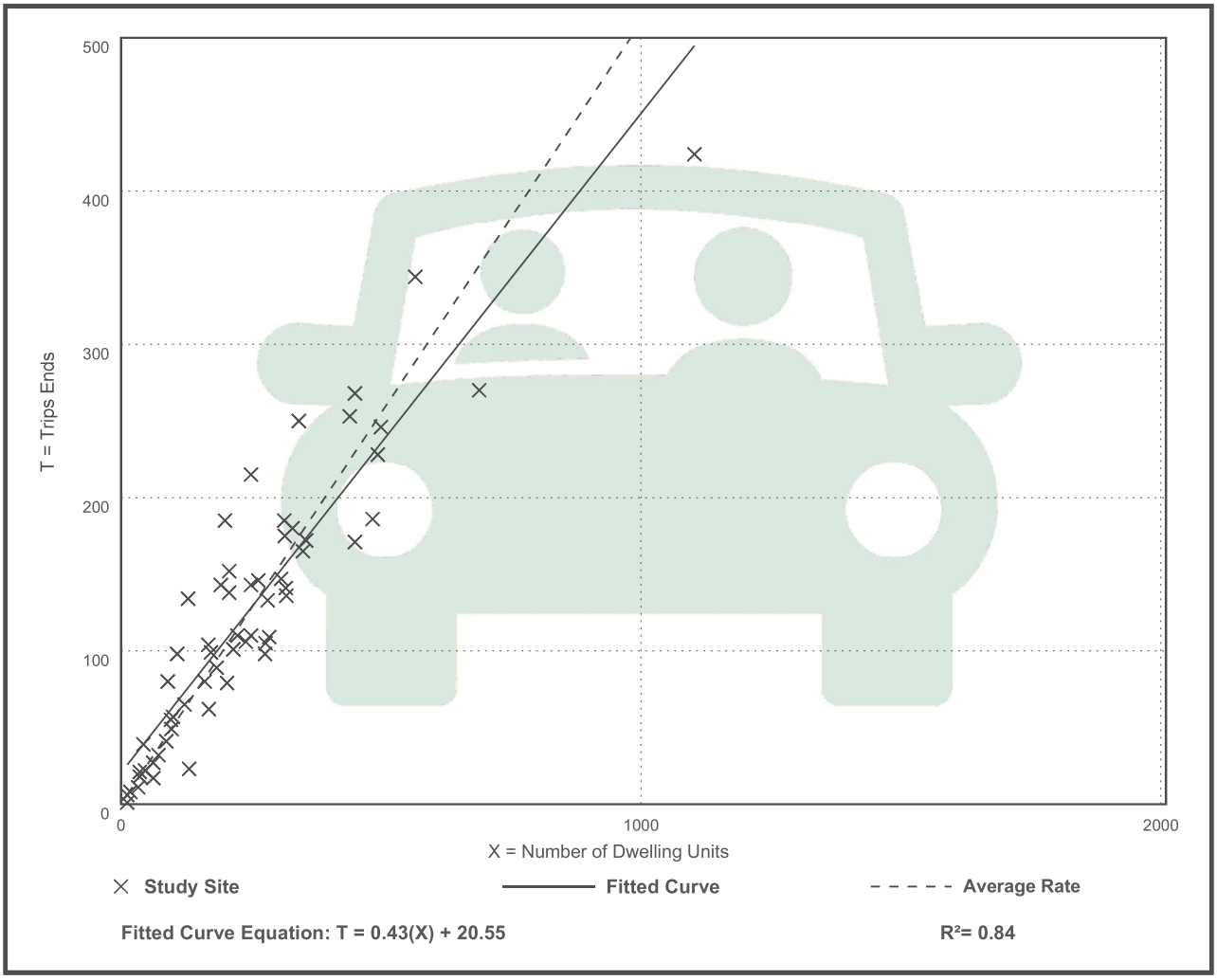
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

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
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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
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

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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

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				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

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				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

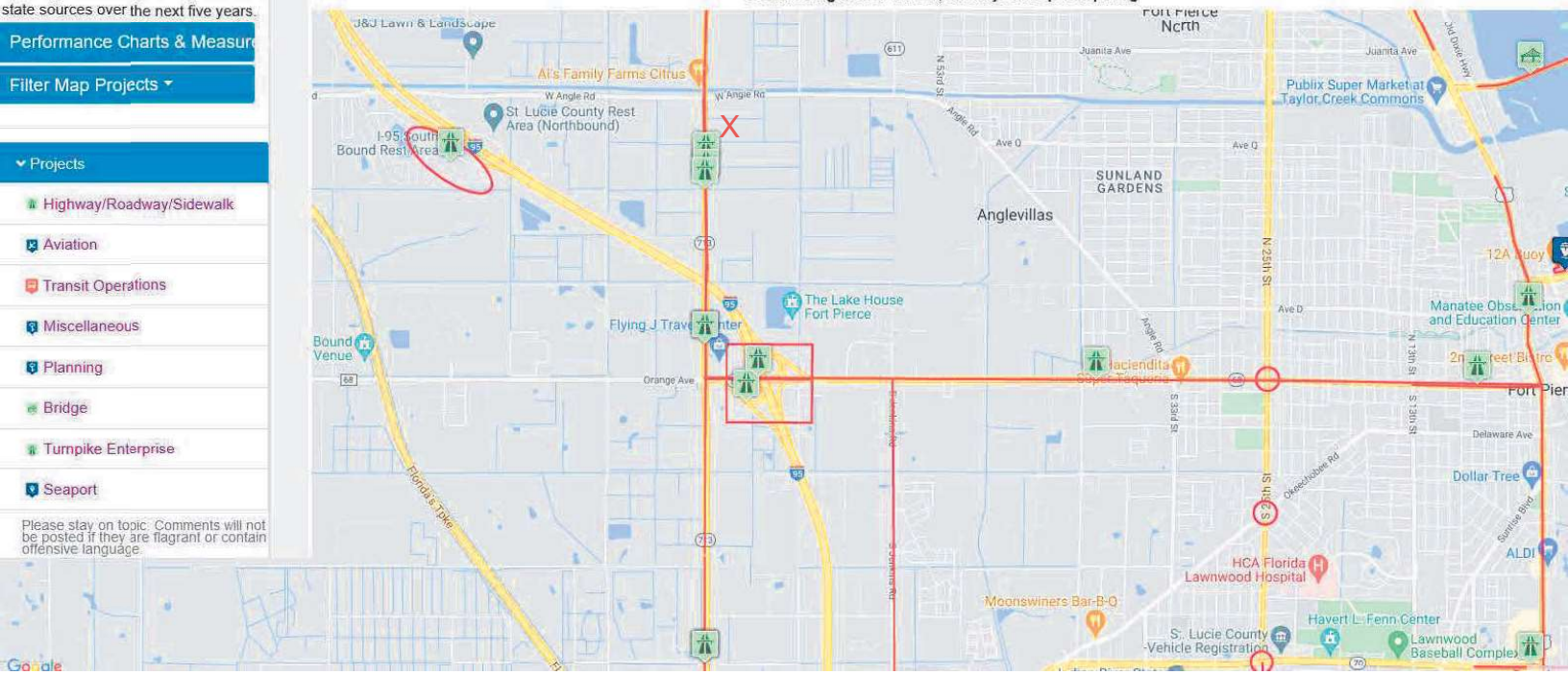
Please stay on topic. Comments will not be posted if they are flagrant or contain offensive language.

Map Menu

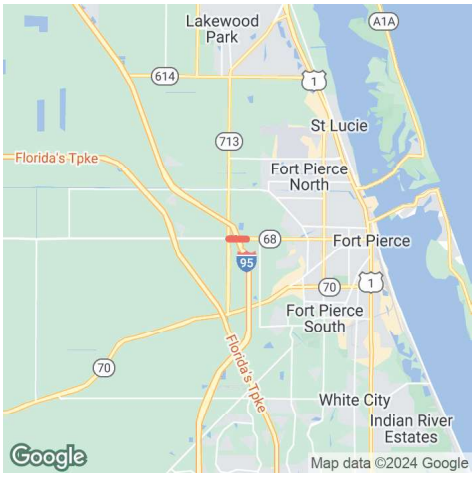


St. Lucie Transportation Planning Organization

Commenting is now closed, thank you for participating



ORANGE AVE FROM KINGS HWY TO EAST OF I-95 SB RAMP
4461681 SIS



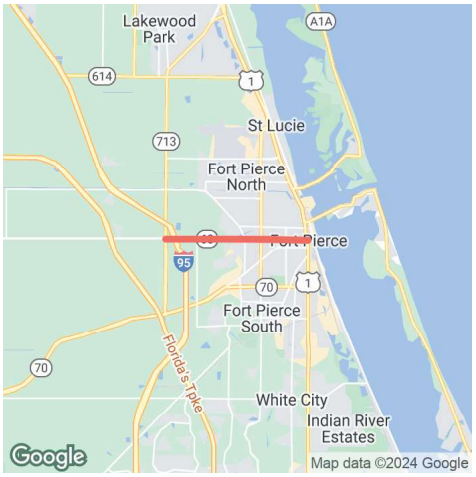
Prior Year Cost: 47,172
Future Year Cost: 5,621,289
Total Project Cost: 6,890,984
LRTP: Page 8-3

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

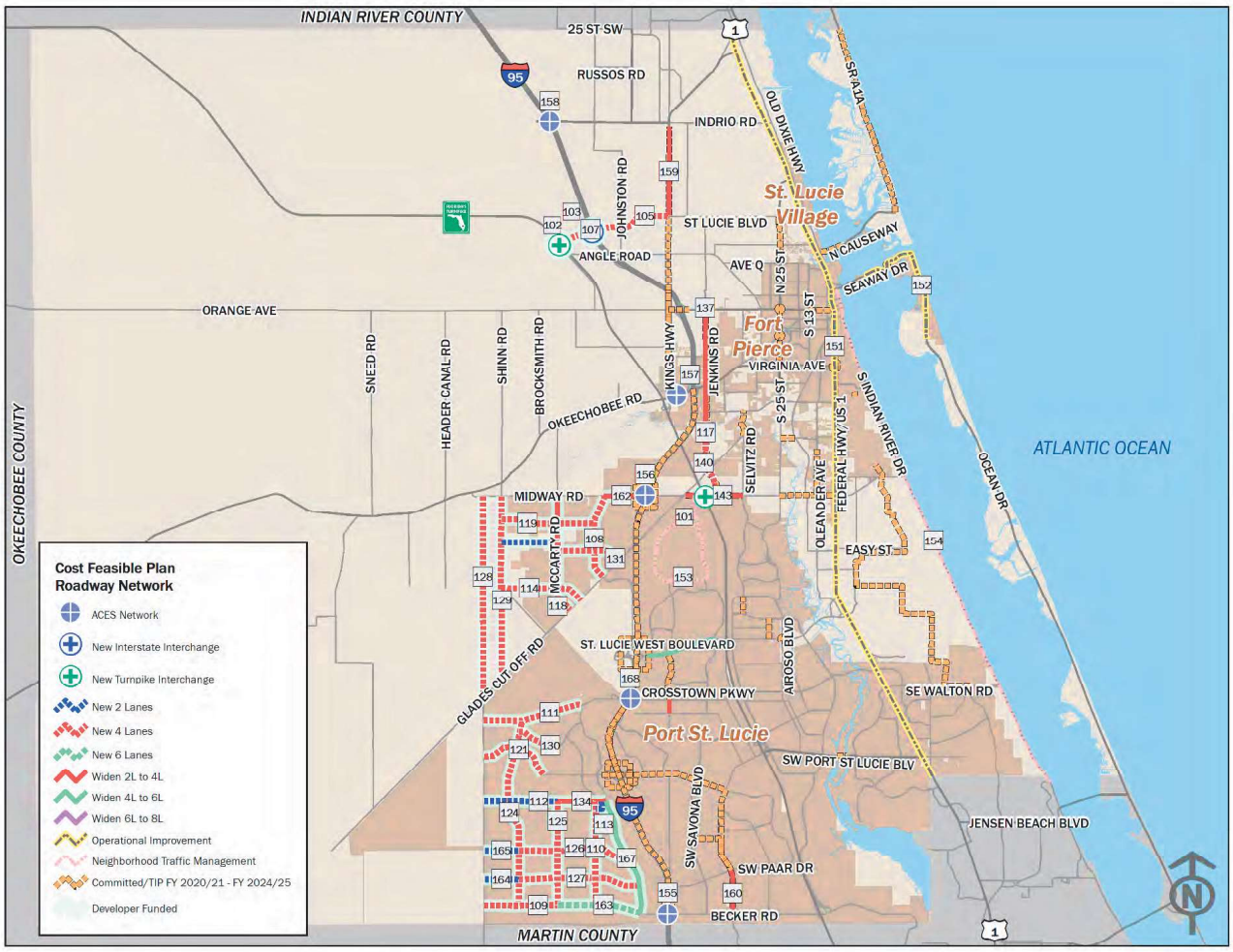


Figure 8-1. Cost Feasible Plan – Roadway Network

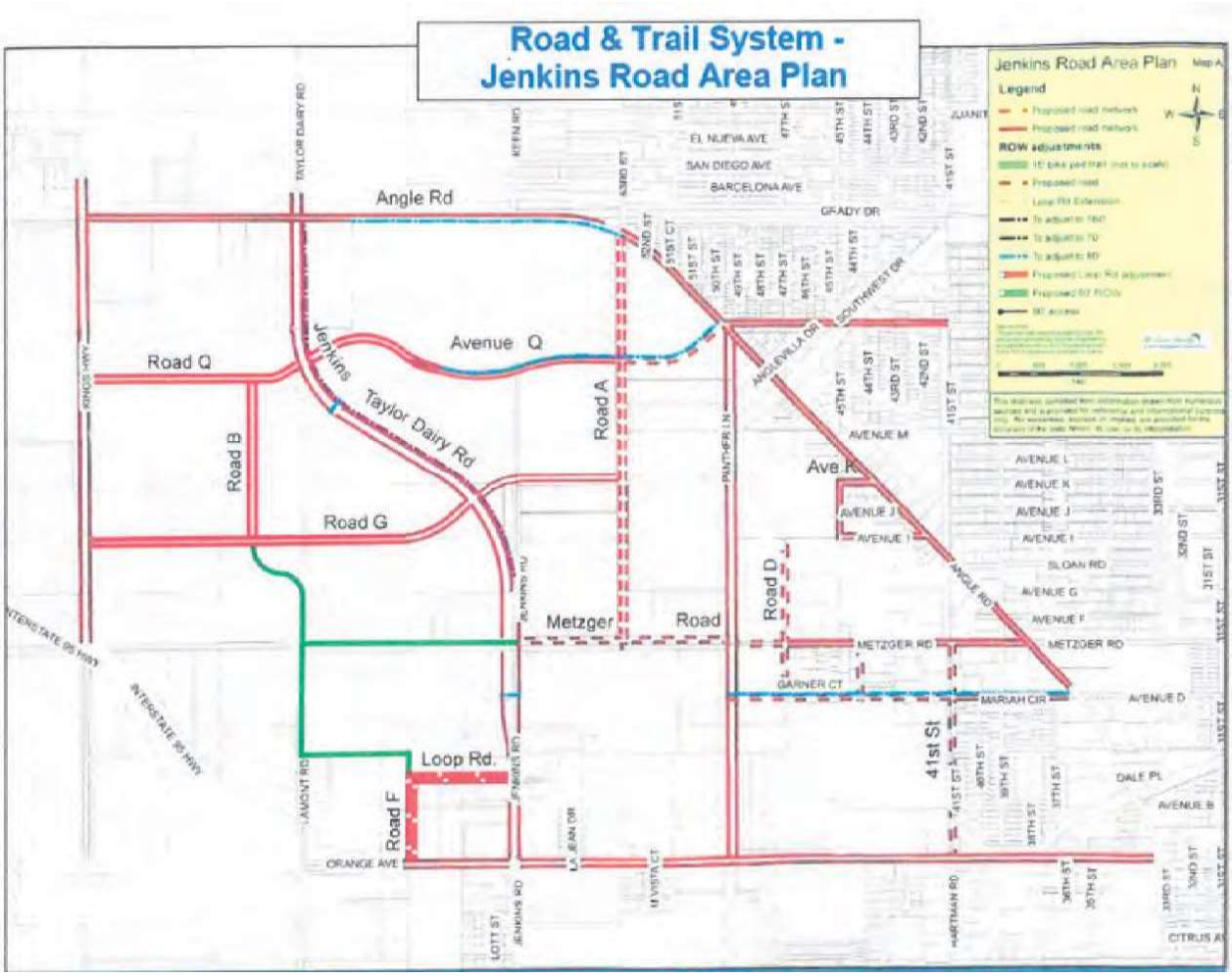

Road & Trail System -
Jenkins Road Area Plan
Jenkins Road Area Plan
Legend
ROW adjustments
Angle Rd
Avenue Q
Road Q
Jenkins
Taylor Dairy Rd
Road A
Road B
Road G
Metzger
Road
Road D
Ave K
Loop Rd.
Road F
41st St
TAYLOR DAIRY RD
KINGS HWY
INTERSTATE 95 HWY
LAMONT RD
ORANGE AVE
JENKINS RD
LA JEAN DR
M VISTA 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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JFO GROUP INC

Traffic Engineering & Transportation Planning

We specialize in **TRAFFIC ENGINEERING** and **TRANSPORTATION PLANNING** solutions in the context of **LAND DEVELOPMENT** for both public and private clients. In addition to representing our clients and projects in municipalities and counties where our expertise is required, and in front of any applicable agencies such as Departments of Transportation, we have also worked on behalf of several agencies and municipalities. **JFO GROUP INC** holds Certificates of Authorization (COA) to practice Professional Engineering in the States of **Florida, Georgia, South Carolina** and **Alabama.**

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Thomas Engineering Group
840 SE Osceola Street
Stuart, FL 34994
P: (772) 888-3138
www.ThomasEngineeringGroup.com

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

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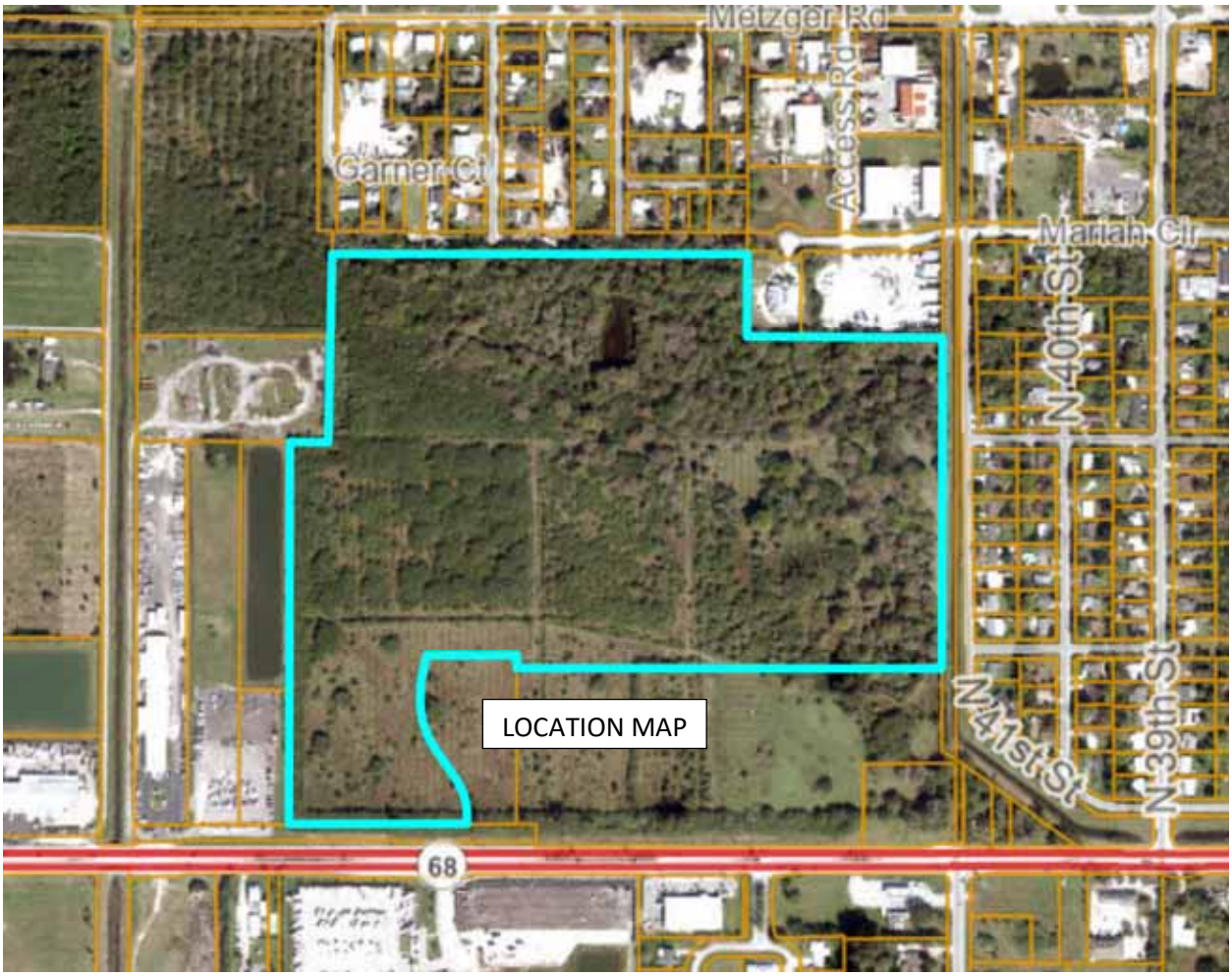
Introduction:

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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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

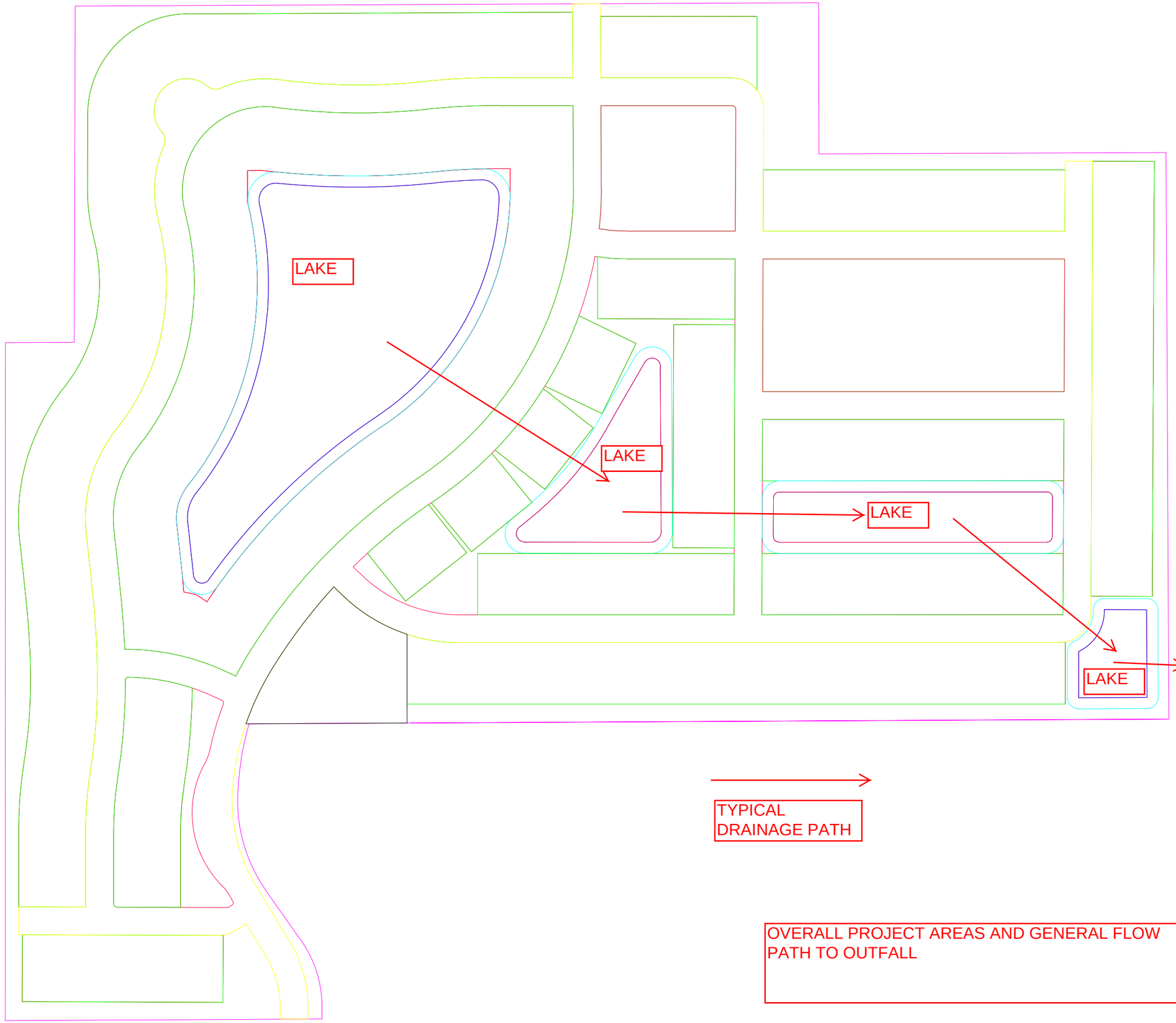
LAND USE BREAKDOWN & CURVE NUMBER CALCULATION

	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

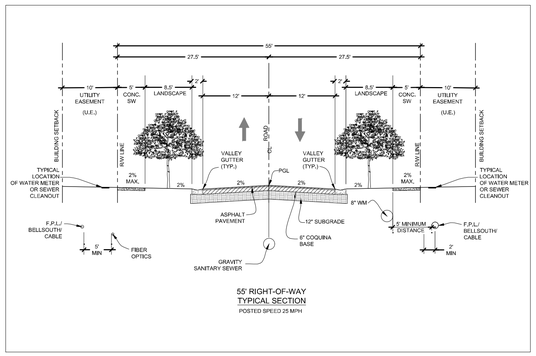
Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
onsite	16.70	72.00	12.00	0.00

BASIN WATER BUDGETS (all units in acre-ft)

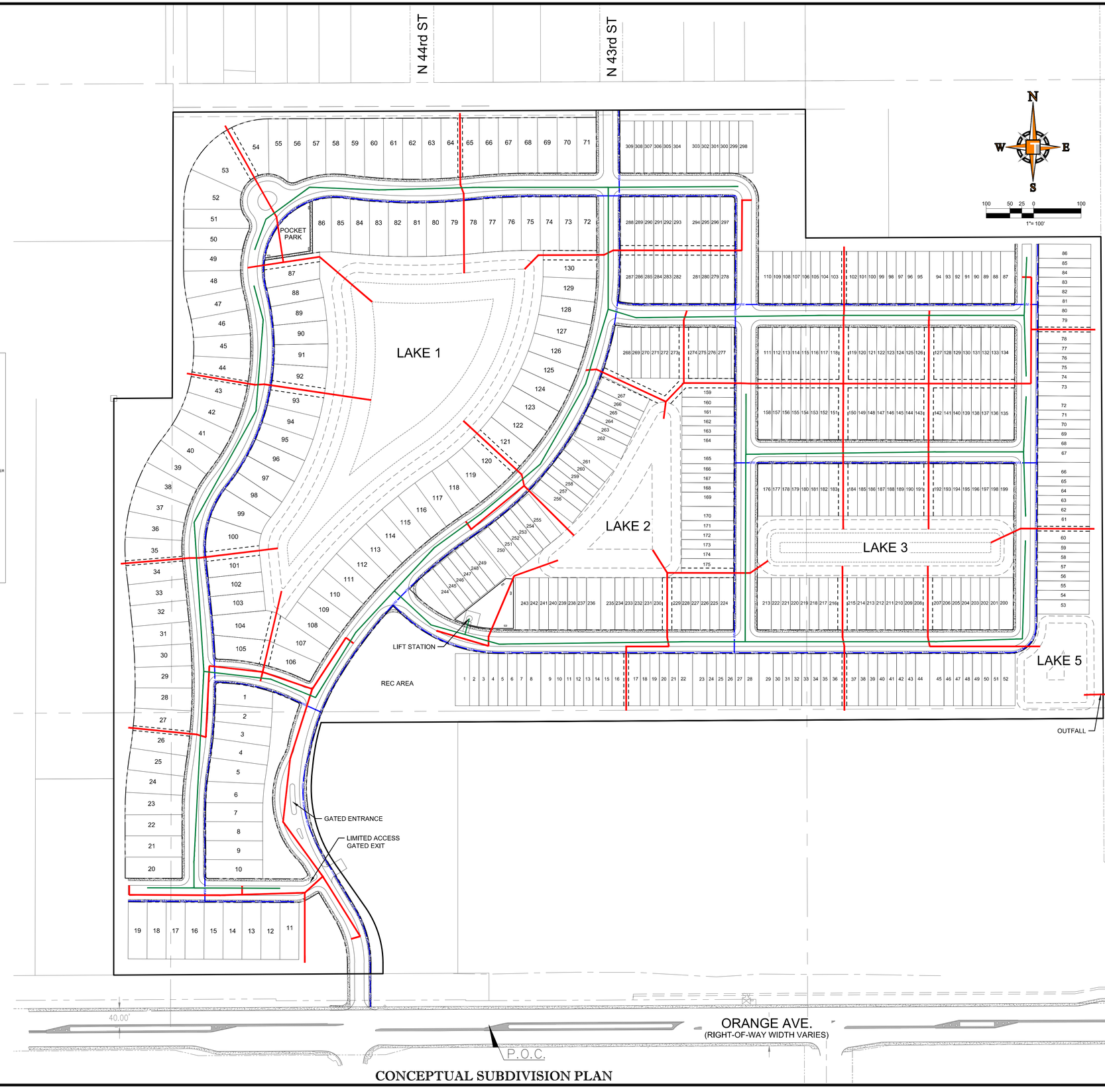
Basin	Total Runoff	Structure Inflow	Structure Outflow	Initial Storage	Final Storage	Residual
onsite	46.72	0.00	0.00	0.00	46.72	0.00

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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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

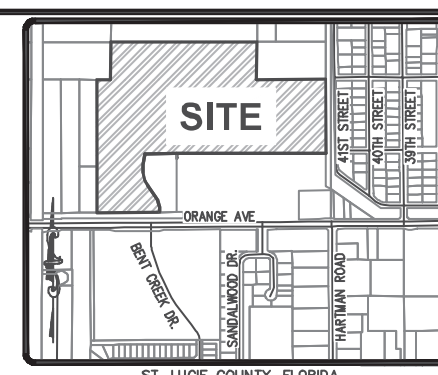
SHEET NUMBER:
CE-01

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:

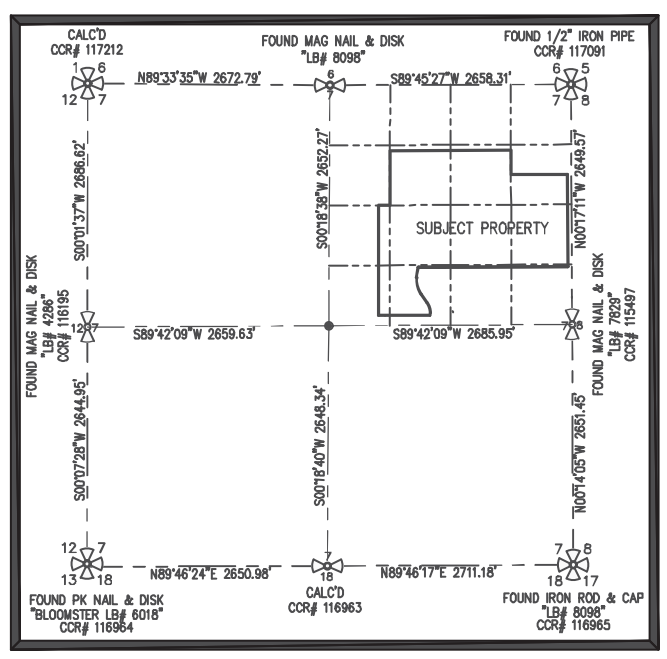
A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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:

Abbreviation	Meaning
	AIR RELEASE VALVE
AL	ARC LENGTH
ASPH	ASPHALT
BFP	BACK FLOW PREVENTER
	BENCHMARK (BM) OR GROUND CONTROL POINT (GCP)
CATV	CABLE RISER
(C)	CALCULATED
	CATCH BASIN
℄	CENTERLINE
CCR	CERTIFIED CORNER RECORD
CLF	CHAIN LINK FENCE
CHD.	CHORD
CO	CLEAN OUT
COMM RISER	COMMUNICATION RISER
CONC	CONCRETE
	CONCRETE LIGHT POST
CM	CONCRETE MONUMENT
CPP	CONCRETE POWER POLE (CPP)
	CONCRETE POWER POLE W/STREET LIGHT
	CONCRETE SIGNAL LIGHT POLE
CMP	CORRUGATED METAL PIPE
	CURB INLET
	DECORATIVE LIGHT POST
(D)	DEED
D.B.	DEED BOOK
Δ	DELTA/CENTRAL ANGLE
	DRAINAGE MANHOLE
DIP	DUCTILE IRON PIPE
EP	EDGE OF PAVEMENT
EOW	EDGE OF WATER
EB	ELECTRIC BOX
EHH	ELECTRIC HAND HOLE (EHH)
EM	ELECTRIC METER
ELEC. PANEL	ELECTRICAL PANEL
EL./ELEV.	ELEVATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
F.O.	FIBER OPTIC
FOHH	FIBER OPTIC HAND HOLE
	FIBER OPTIC MARKER
FIBER RISER	FIBER OPTIC RISER
(M)	FIELD MEASURED
F.F.E.	FINISHED FLOOR ELEVATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FPL	FLORIDA POWER AND LIGHT
FT	FOOT
FM	FORCE MAIN
FND	FOUND
	FPL MANHOLE
SQ FT	SQUARE FEET
GAS	GAS VALVE
GIS	GEOGRAPHIC INFORMATION SYSTEMS
GND	GROUND
	GUY WIRE ANCHOR
	HANDICAP
HDPE	HIGH DENSITY POLYETHYLENE PIPE
HWF	HOG WIRE FENCE
HYD	HYDRANT
INV	INVERT
IP	IRON PIPE
IR	IRON ROD
IR/C	IRON ROD AND CAP
	IRRIGATION CONTROL VALVE
L	LENGTH
	LIGHT POST
MAG/D	MAG NAIL MAG BRAND NAIL
	MAILBOX
MHWL	MEAN HIGH WATER LINE
	METAL LIGHT POST
	METAL POWER POLE
MON	MONUMENT
N/D	NON DESCRIPT NAIL AND DISK
N.R.	NON-RADIAL
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
No.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
OHW	OVER HEAD WIRES
PG	PAGE
PCN	PARCEL CONTROL NUMBER
PK NAIL	PARKER-KALON NAIL
PK/D	PARKER-KALON NAIL & DISK
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
P.B.	PLAT BOOK
(P)	PLAT DATA
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.C.C.	POINT OF COMPOUND CURVE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.T.	POINT OF TERMINUS
PVC	POLYVINYL CHLORIDE
PLS	PROFESSIONAL LAND SURVEYOR
R	RADIUS
RGE	RANGE
RTK	REAL TIME KINEMATIC
RWV	RECLAIMED WATER VALVE
RLS	REGISTERED LAND SURVEYOR
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT-OF-WAY
R/C	ROD AND CAP
	SANITARY MANHOLE
SV	SANITARY VALVE
SEC	SECTION
	PROPERTY CORNER
	RIGHT-OF-WAY CONTROL
	SIGN
STA	STATION
	STREET SIGN
TELE RISER	TELEPHONE RISER BOX
TOE	TOE OF SLOPE
TOB	TOP OF BANK/BERM
T.O.N.	TOP OF NUT
x 0.0	TOPOGRAPHIC DATA (SOFT SURFACE)
x 0.00	TOPOGRAPHIC DATA (HARD SURFACE)
TWP	TOWNSHIP
	TRAFFIC HAND HOLE
TSCB	TRAFFIC SIGNAL CONTROL BOX
TYP	TYPICAL
U.E.	UTILITY EASEMENT
SS	UNDERGROUND SANITARY
DRN	UNDERGROUND STORM
UNK	UNKNOWN
	UNKNOWN HAND HOLE
RISER BOX	UNKNOWN RISER BOX
	UNKNOWN TYPE MANHOLE
VCP	VITRIFIED CLAY PIPE
	WATER SERVICE METER (WM)
WV	WATER VALVE (WV)
	WELL
WF	WOOD FENCE
	WOOD POLE STREET LIGHT
	WOOD POWER POLE

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:

EDC
ENGINEERS • SURVEYORS
ENVIRONMENTAL
10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

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 MADE A CORRECTION TO THE PLACEMENT OF THE BS EASEMENT (B-II #17)
DATE | 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

Z:\EDC-2021\21-539 - Suchman - Millcreek 62-acres\SURVEY\Dwg - PDF\Survey\21-539 ALTA Survey Rev 4.dwg, 5/16/2024 10:03 AM
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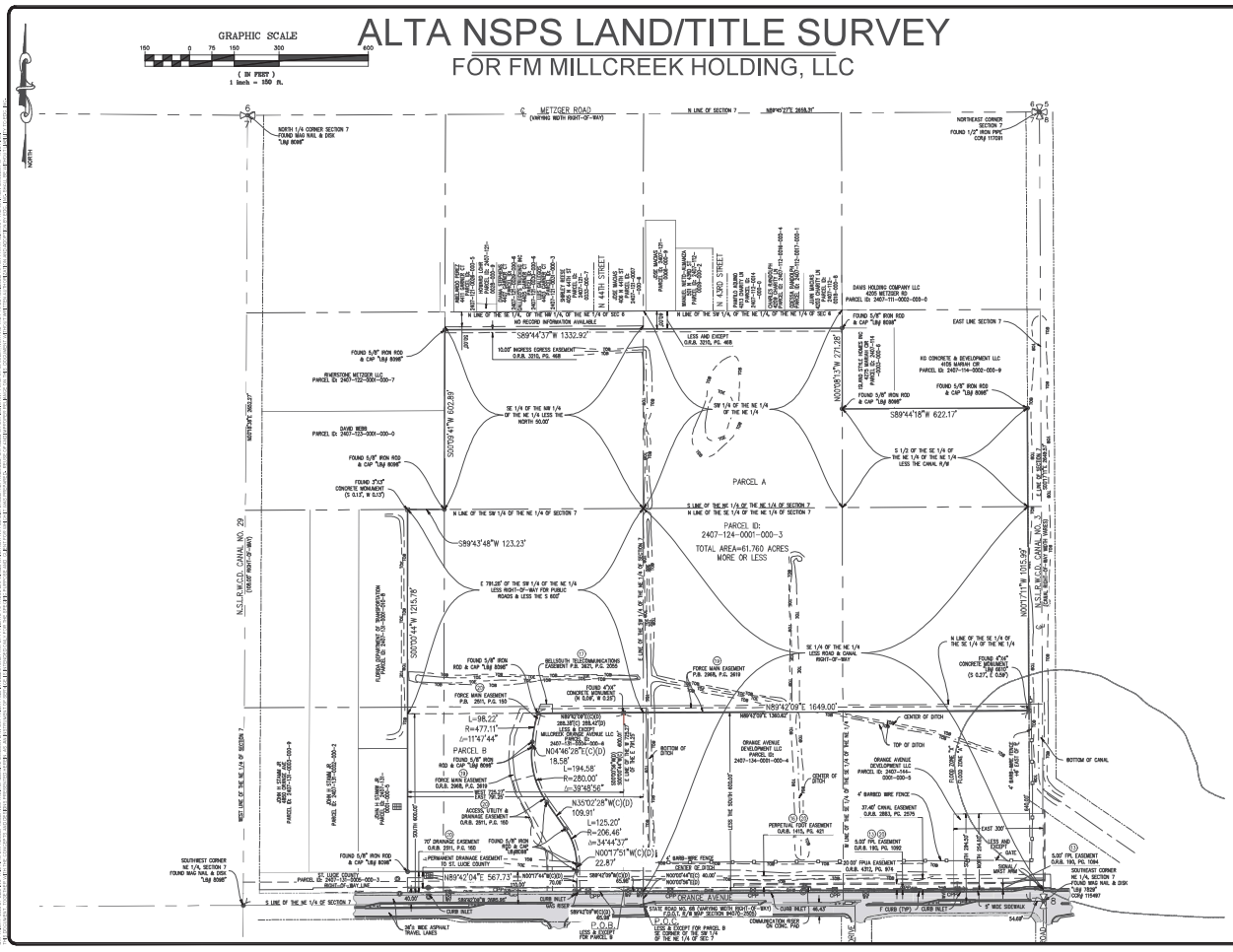
ALTA NSPS LAND/TITLE SURVEY

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

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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.

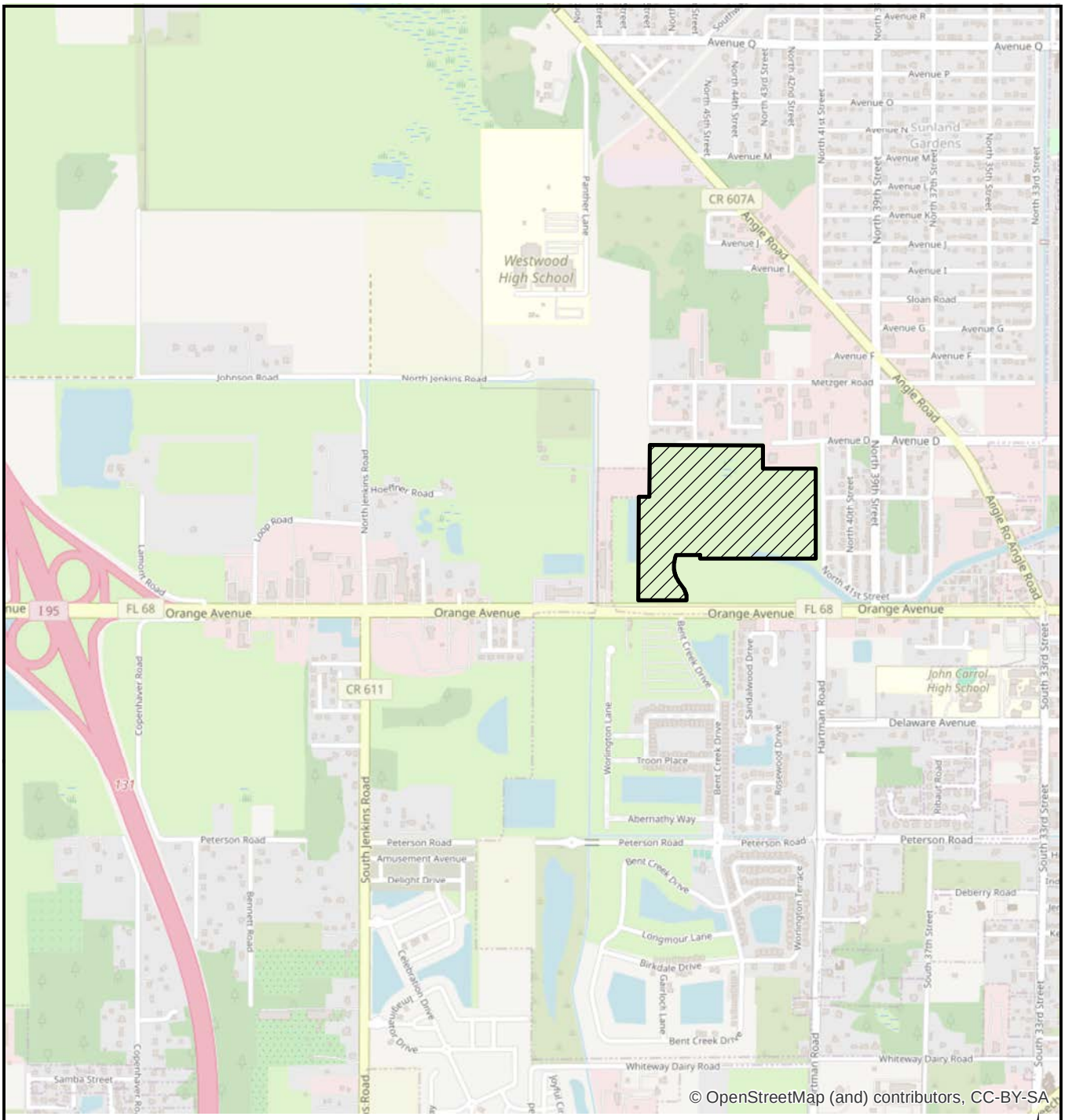
Other protected avian species which may occur on or near the site include the bald eagle. No eagles or eagle nests were observed on-site during the recent site visits. The closest bald eagle nest to the project site is located approximately 1.5 miles to the northwest on the Eagle Bend project site (nest 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

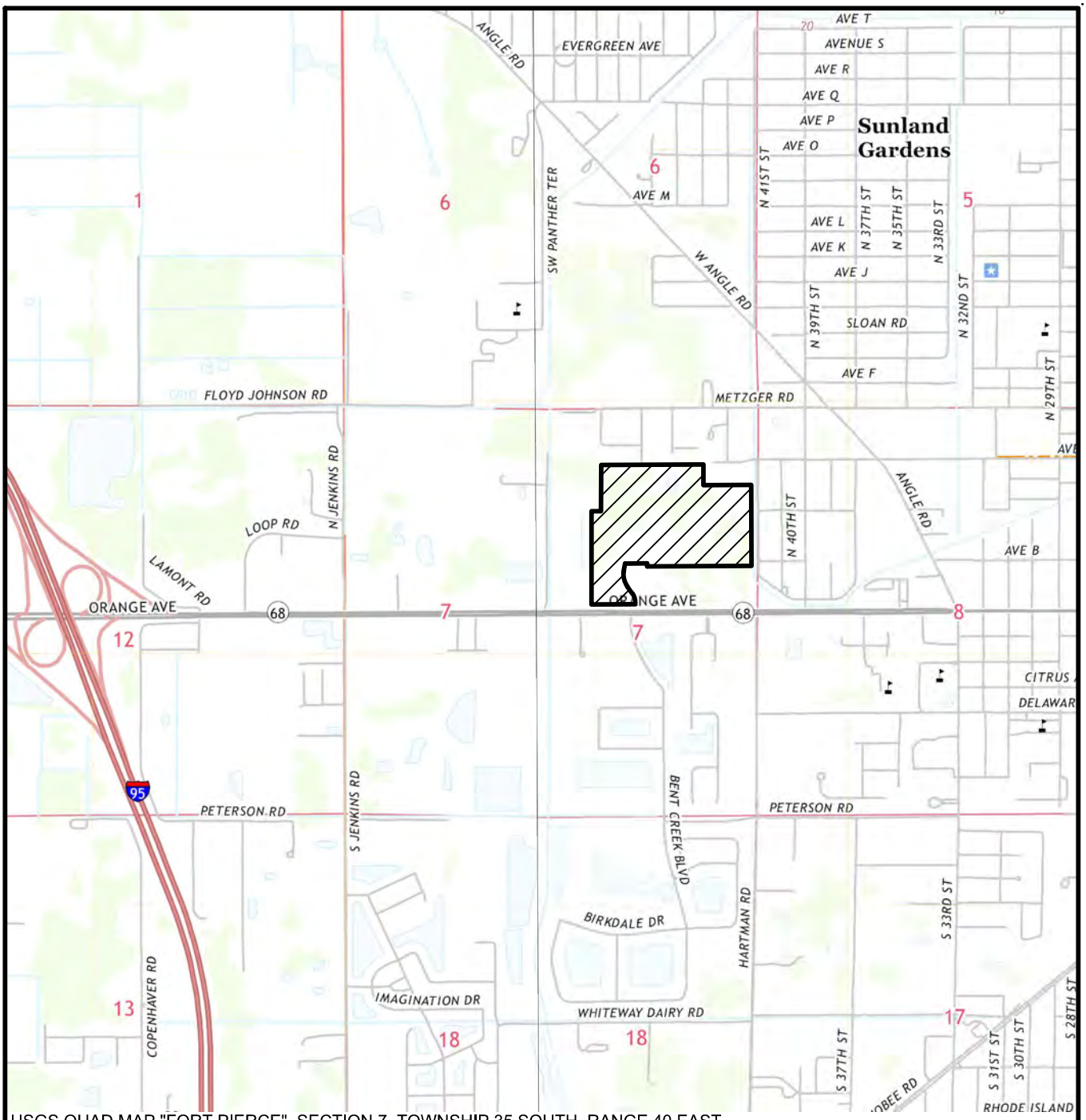
EW Consultants, Inc.

1000 SE Monterey Commons Blvd., Suite 208
Stuart, FL 34996
772-287-8771 Fax 772-287-2988
www.ewconsultants.com

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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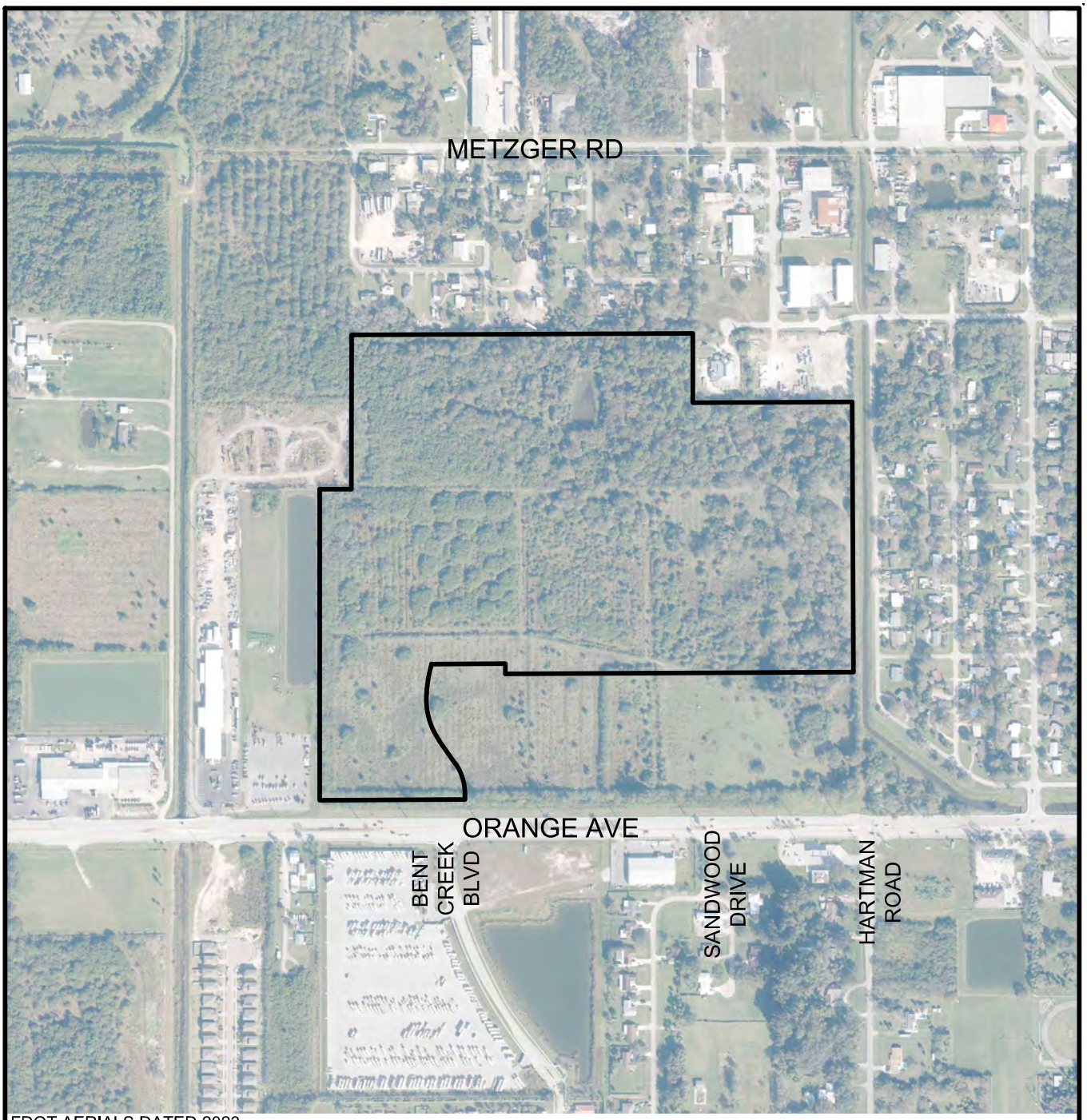
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

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
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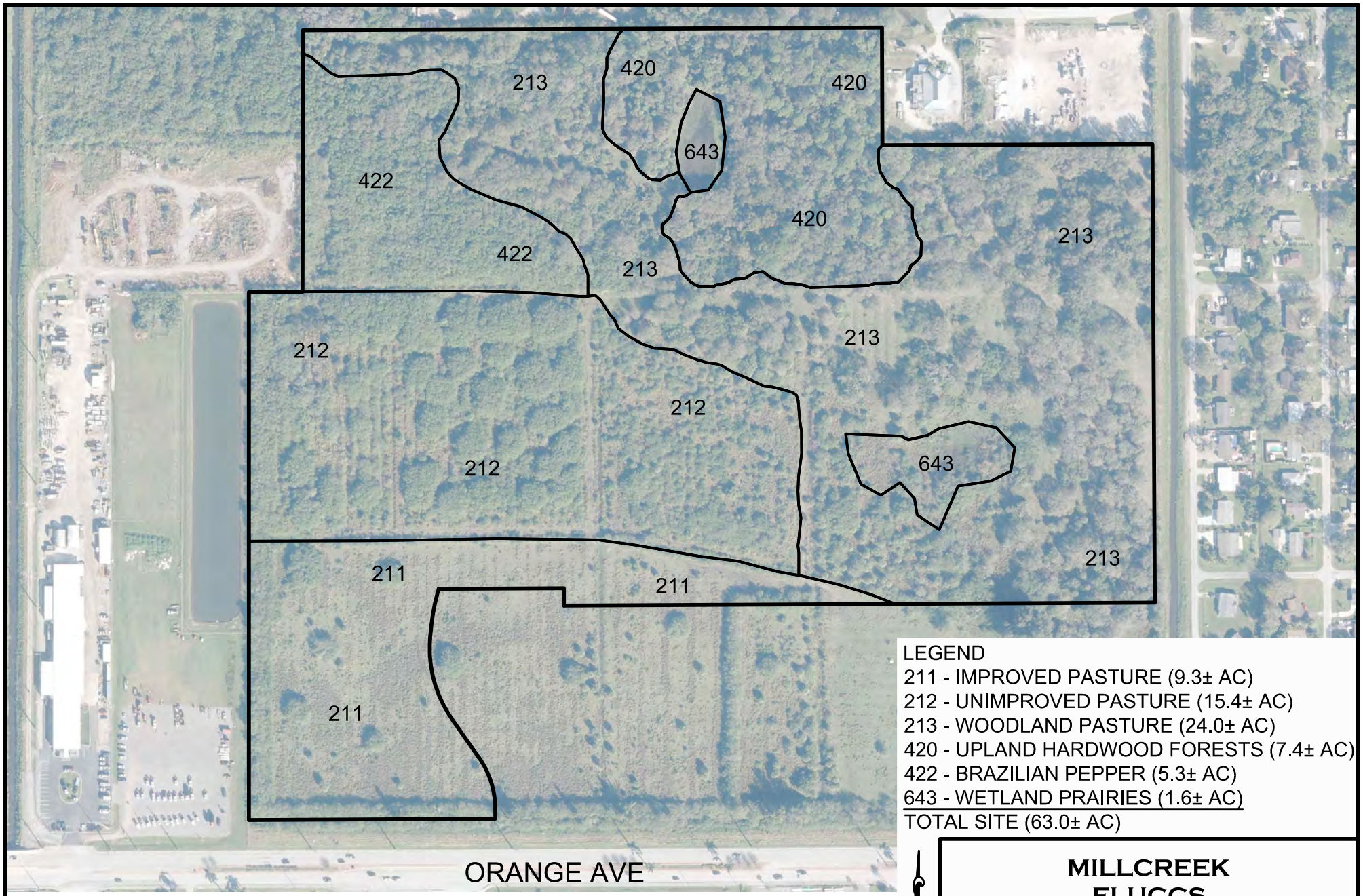
WWW.EWCONSULTANTS.COM

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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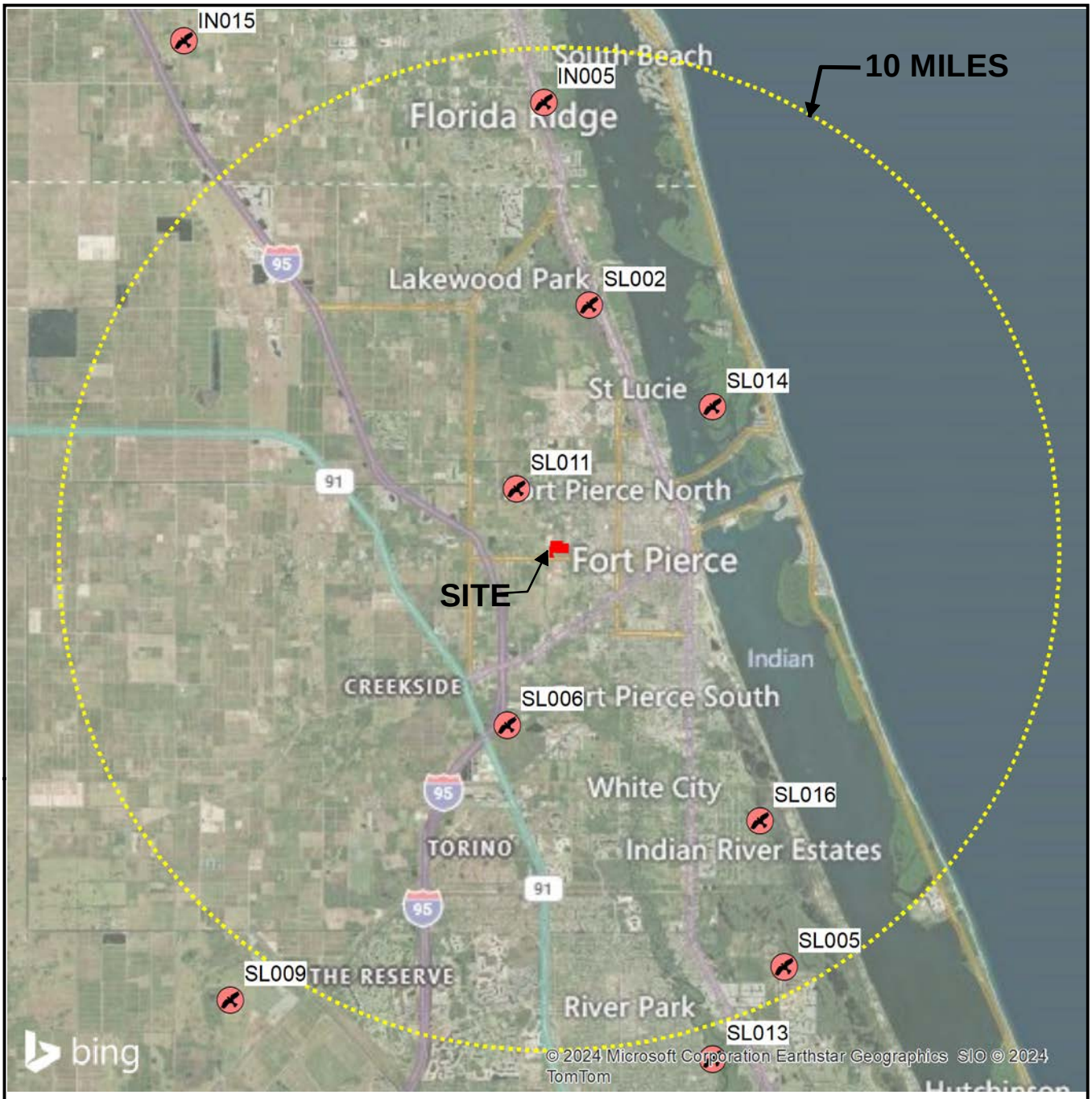
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 · FAX 772-287-2988
WWW.EWCONSULTANTS.COM

JULY 2024
FIGURE 4

Millcreek.dwg FLUCCS



LEGEND

FFWCC EAGLE NESTING 2016

0 3 Miles

N

MILLCREEEK EAGLES

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Stuart, FL 34996
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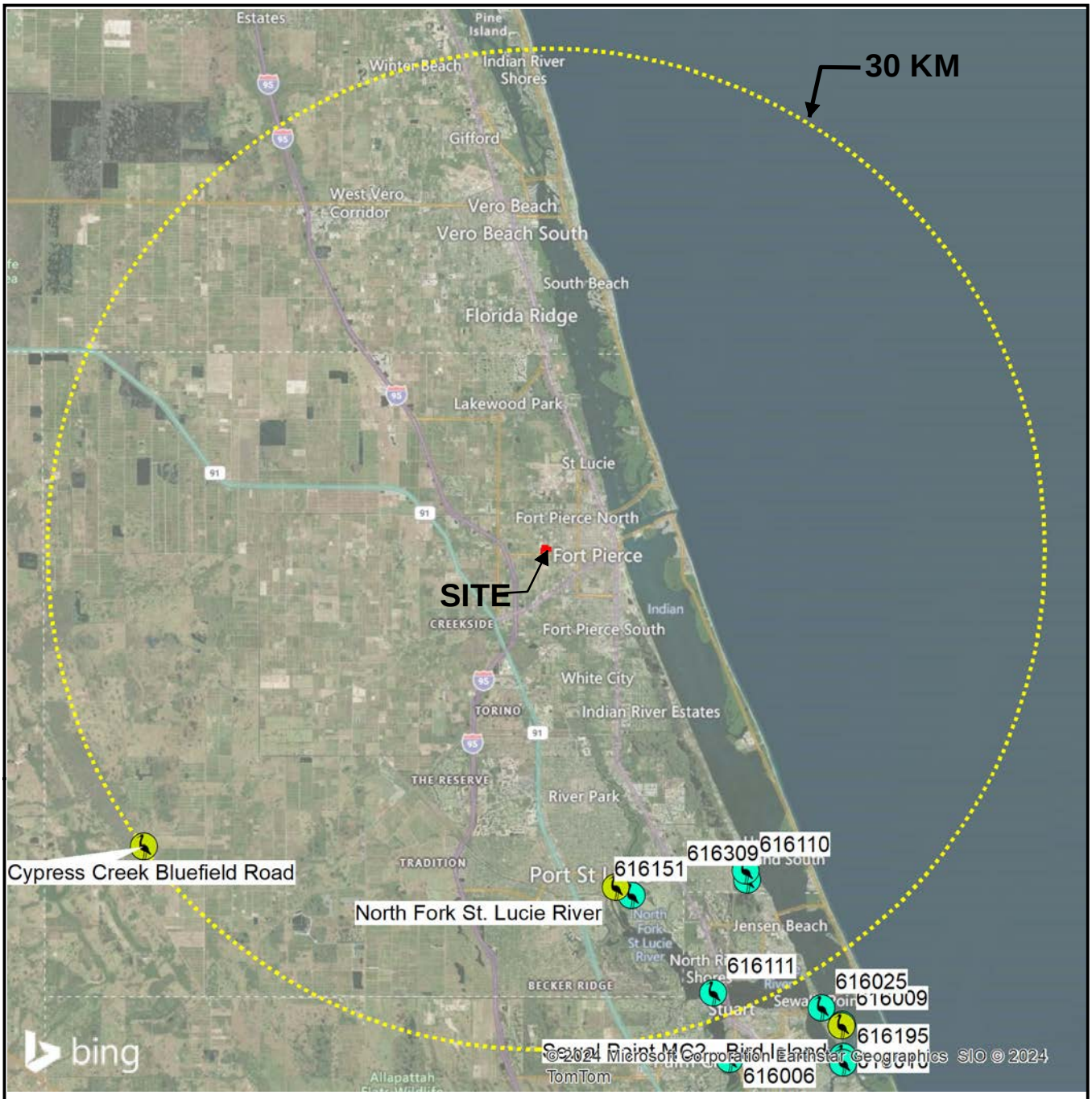
JULY 2024

FIGURE

5



LEGEND

0 7 Miles

- FFWCC WOST COLONIES 2009-2018
- FFWCC 1999 WOODSTORK NESTING COLONIES & WADING BIRD ROOKERY

N

MILLCREEEK
WADING BIRDS

EW CONSULTANTS, INC.

EW Consultants, Inc.

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Stuart, FL 34996
772-287-8771 Fax 772-287-2988
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JULY 2024

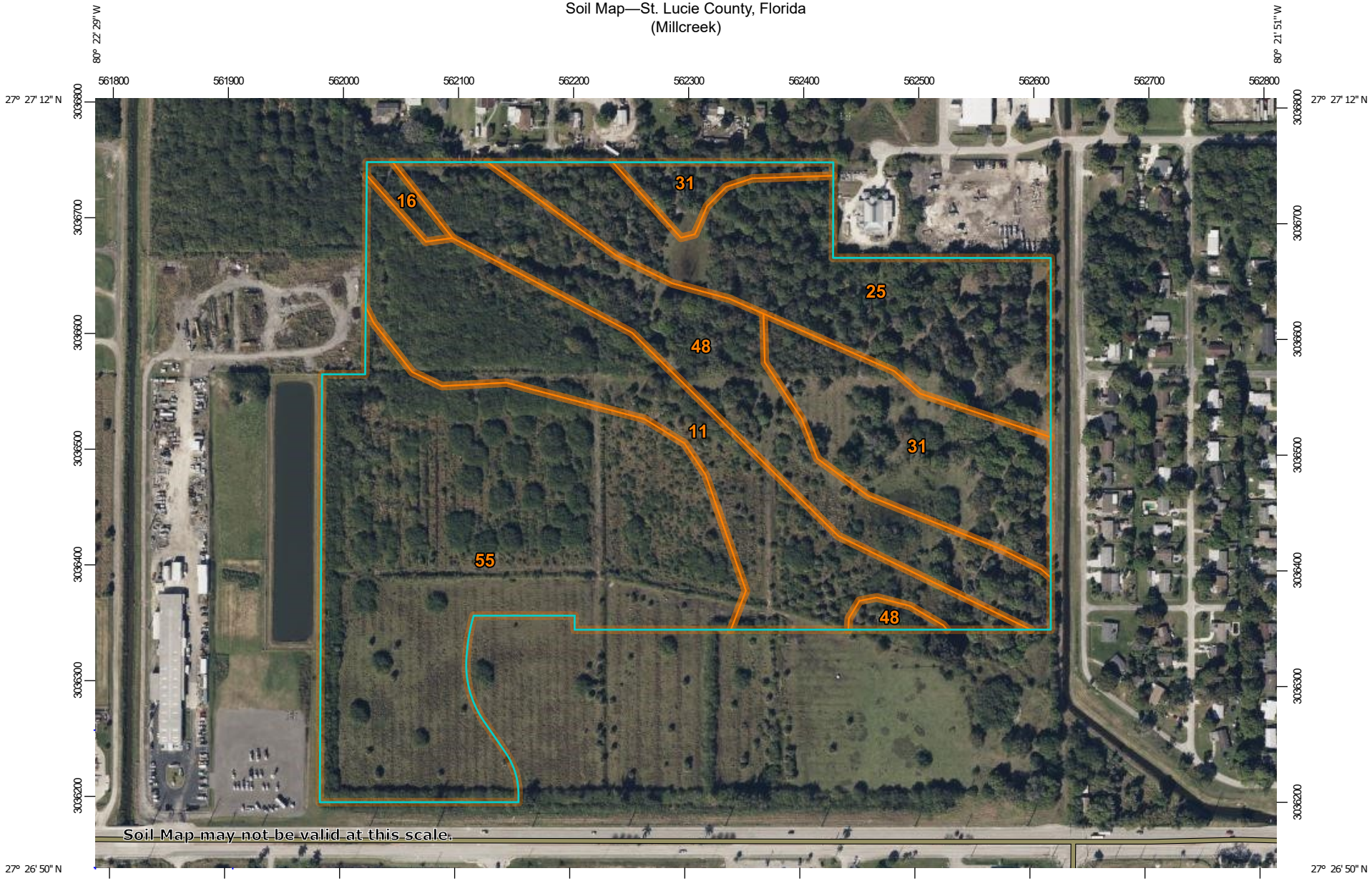
FIGURE

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

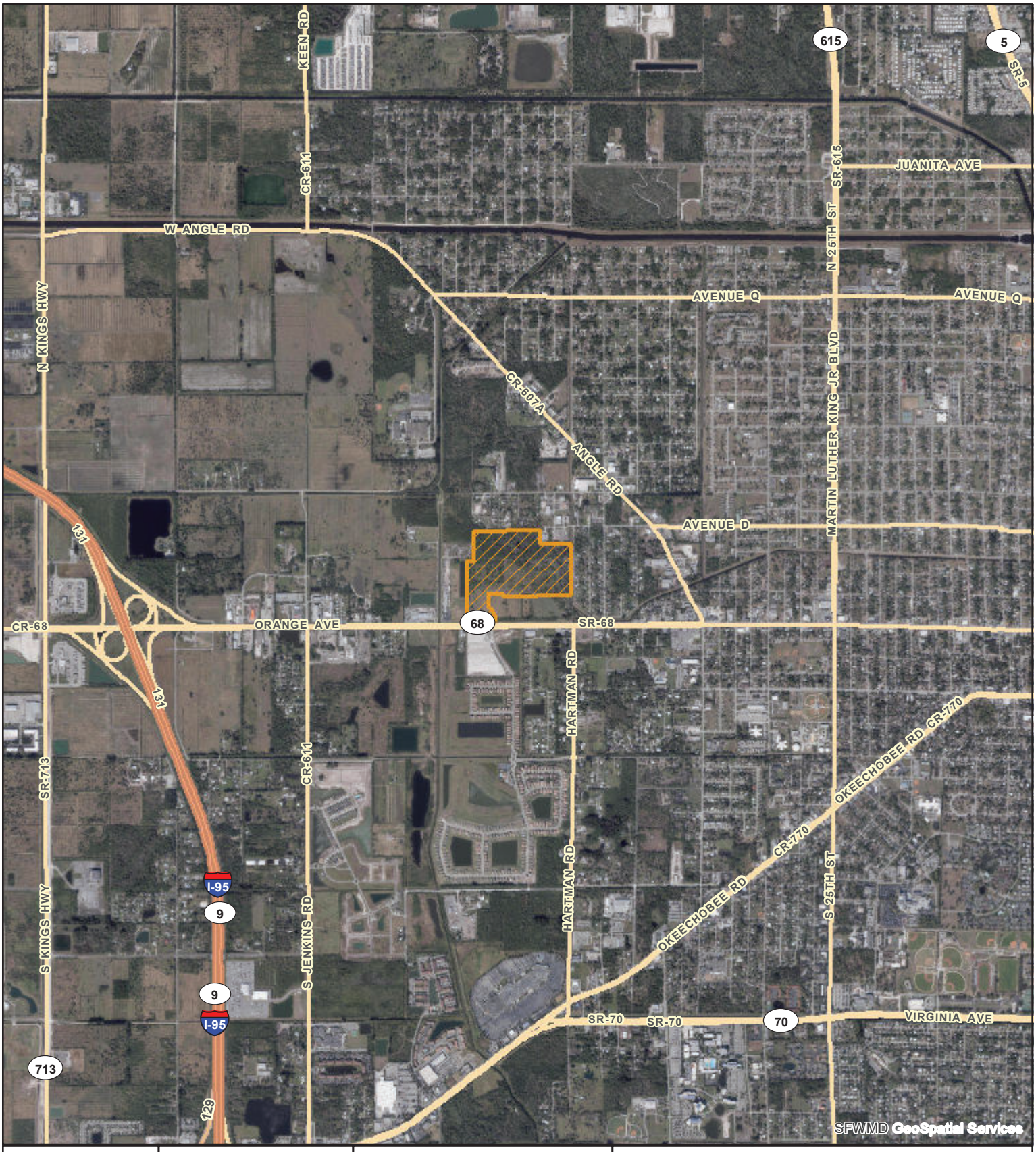


Exhibit No:1.0	Exhibit Created On: 2022-02-21	ST. LUCIE COUNTY, FL

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

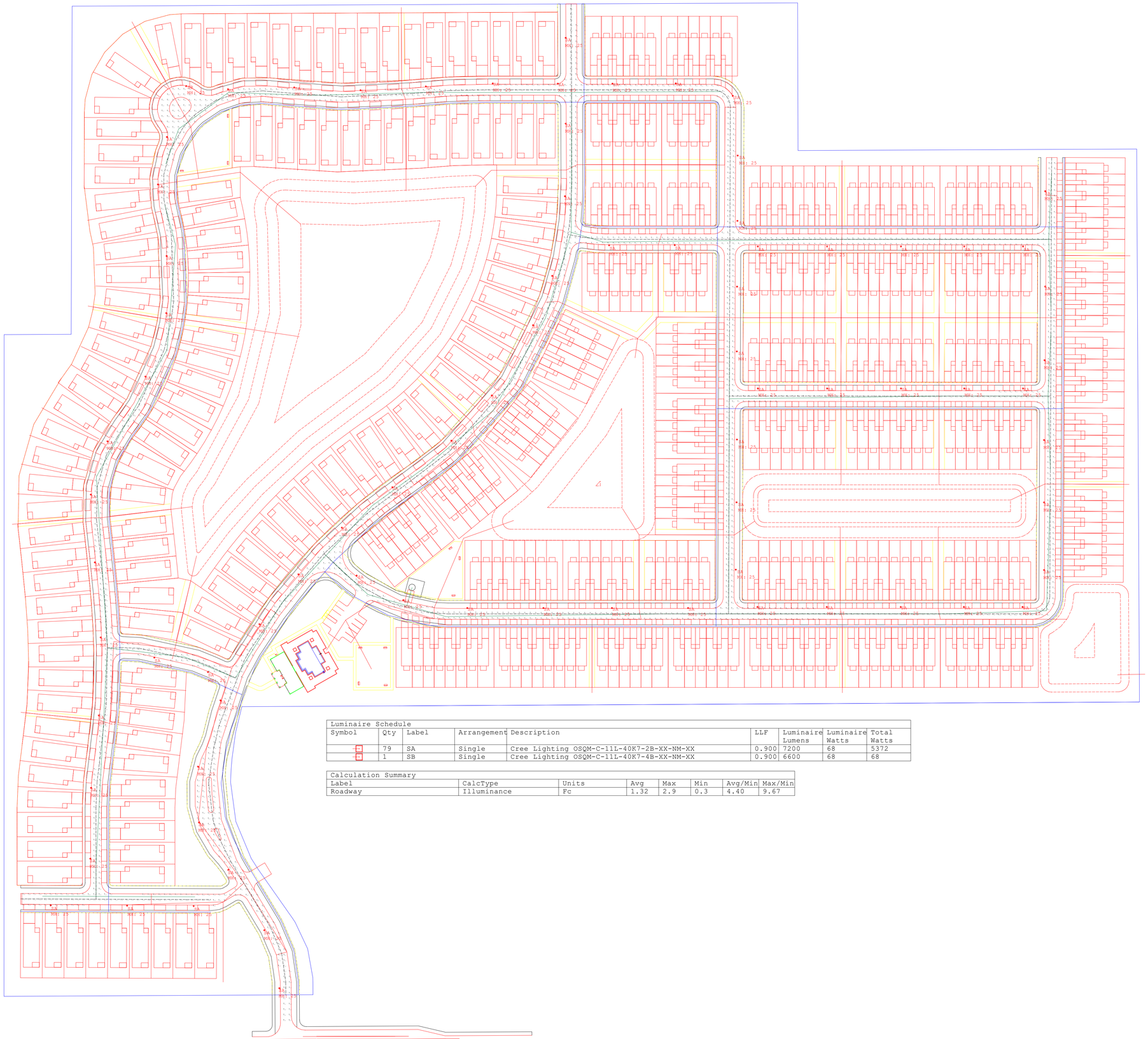
SAINT LUCIE COUNTY FLORIDA

MONTH-YEAR

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
• 772-462-2455

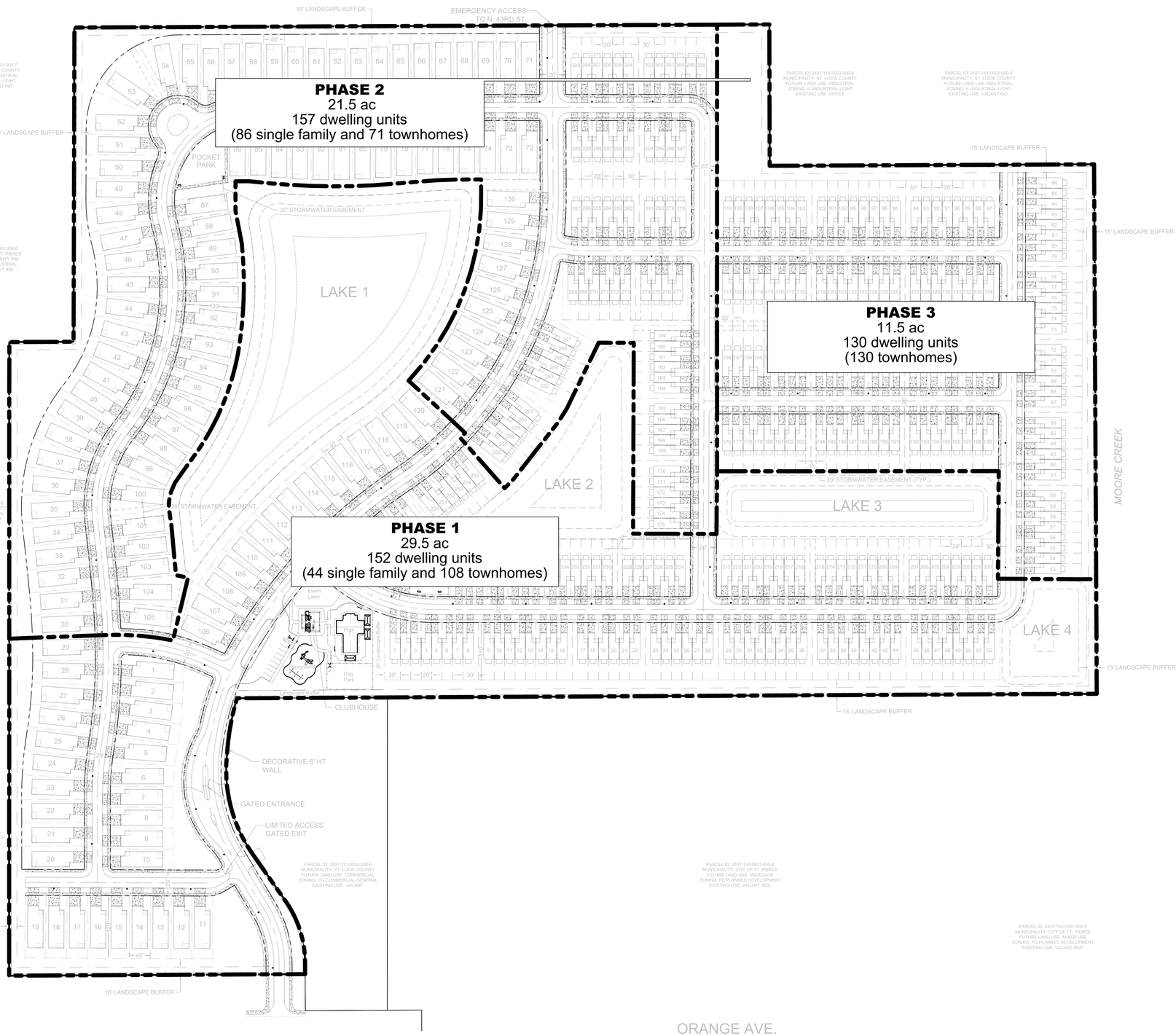
21-539

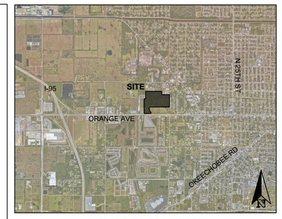
1 OF 1



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
Roadway	Illuminance	Fc	1.32	2.9	0.3	4.40	9.67





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



ENGINEERS & SURVEYORS
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.

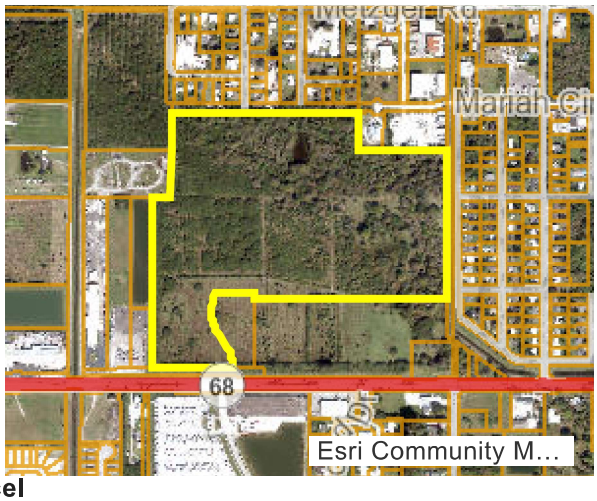
7. Mortgage, Security Agreement and Assignment of Leases and Rents in favor of Branch Banking and Trust Company recorded in O.R. Book 2430, page 2550 of the public records of St. Lucie County, Florida.

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.

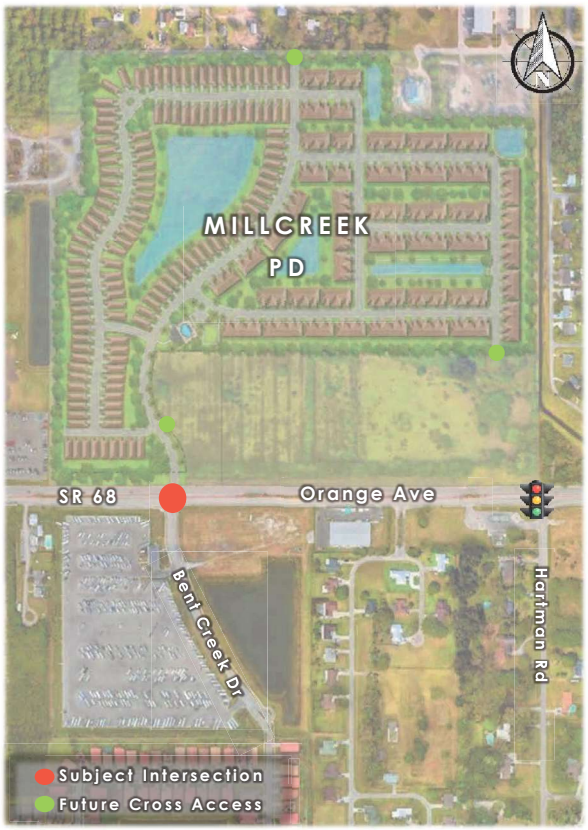


Figure 1 : Project Location

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.

6671 W Indiantown Rd • Suite 50-324 • Jupiter, Florida • 33458
T: (561) 462-5364 • F: (561) 465-8044 • info@jfo.us

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.

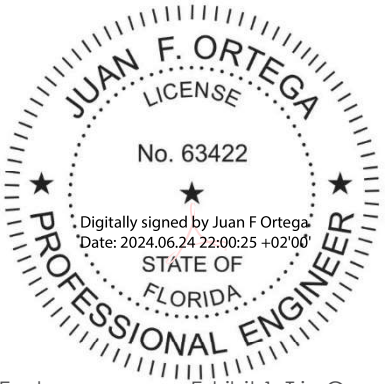
Table 1: Orange Ave & Bent Creek Dr Eastbound Left Turn Lane

	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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T: (561) GO2-JFOG • www.jfogroupinc.com • info@jfo.us

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)

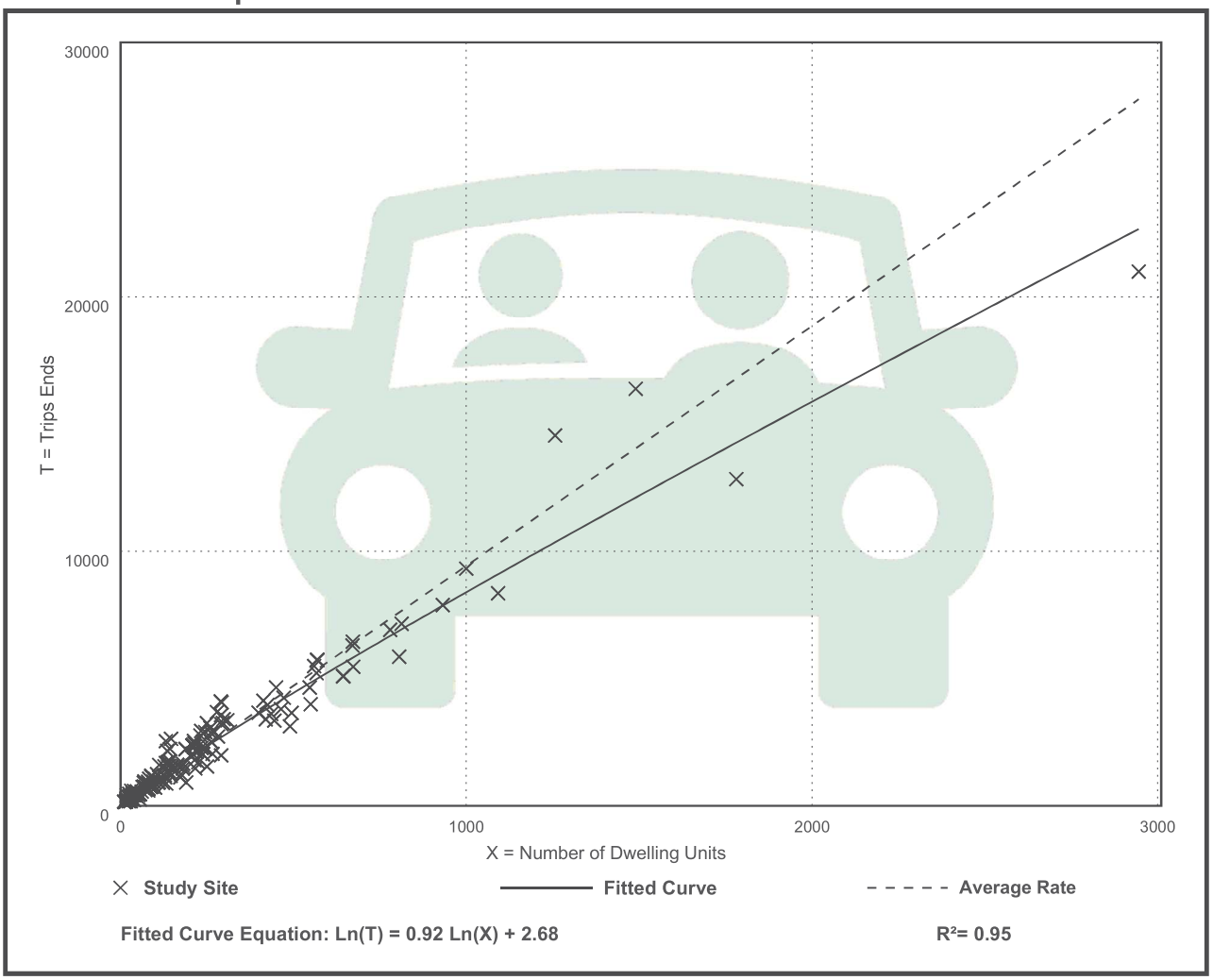
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

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

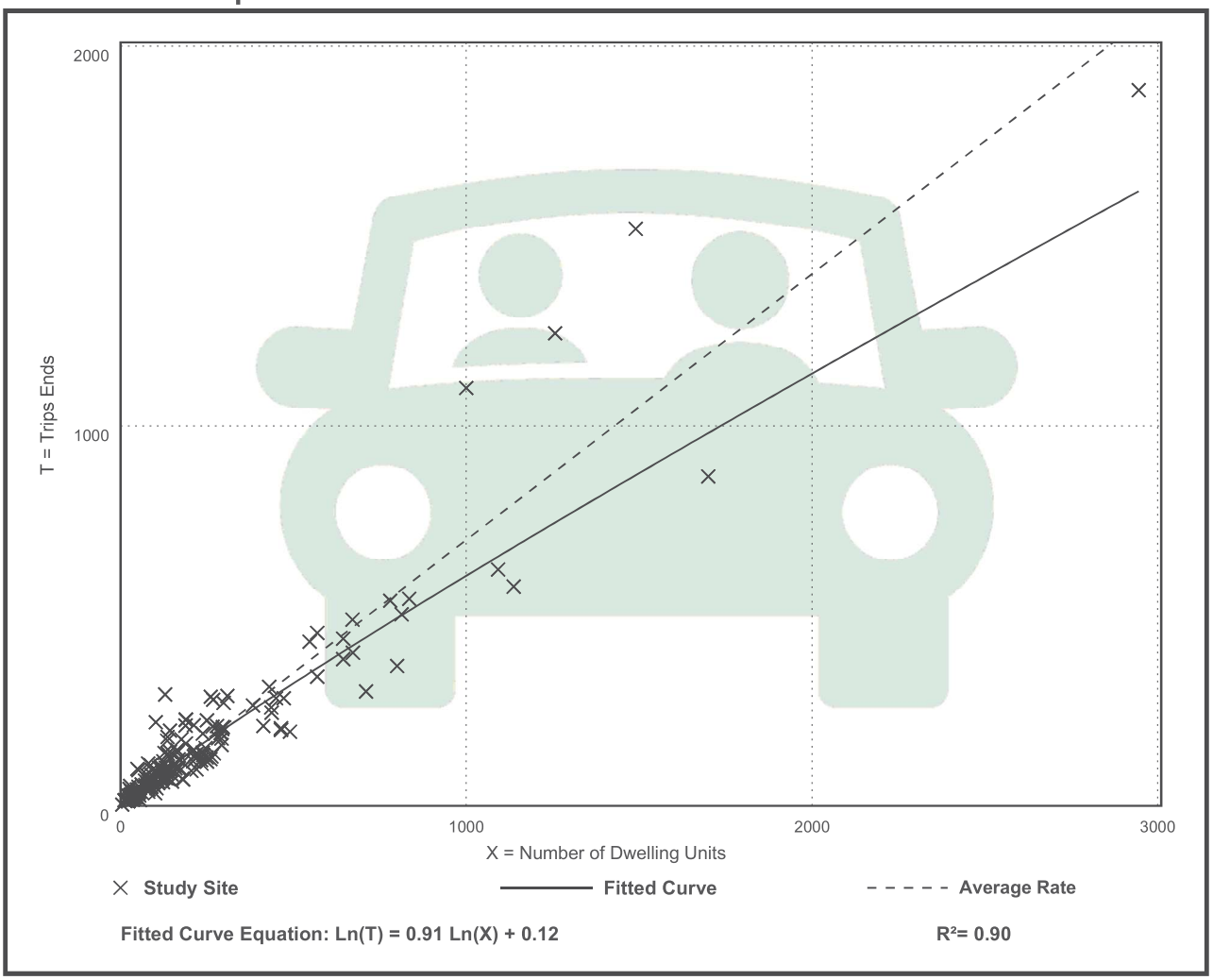
Single-Family Detached Housing
(210)

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



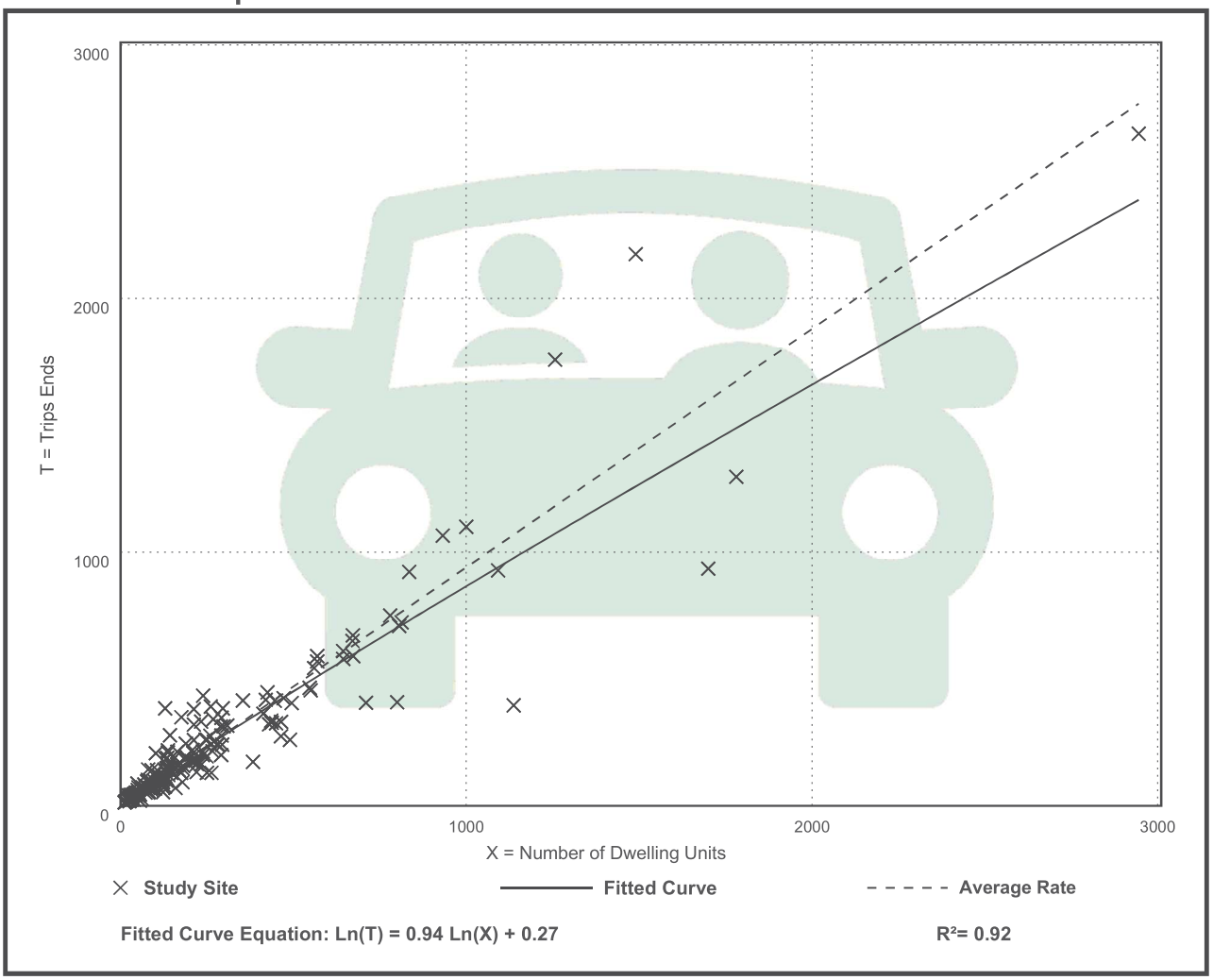
Single-Family Detached Housing
(210)

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)

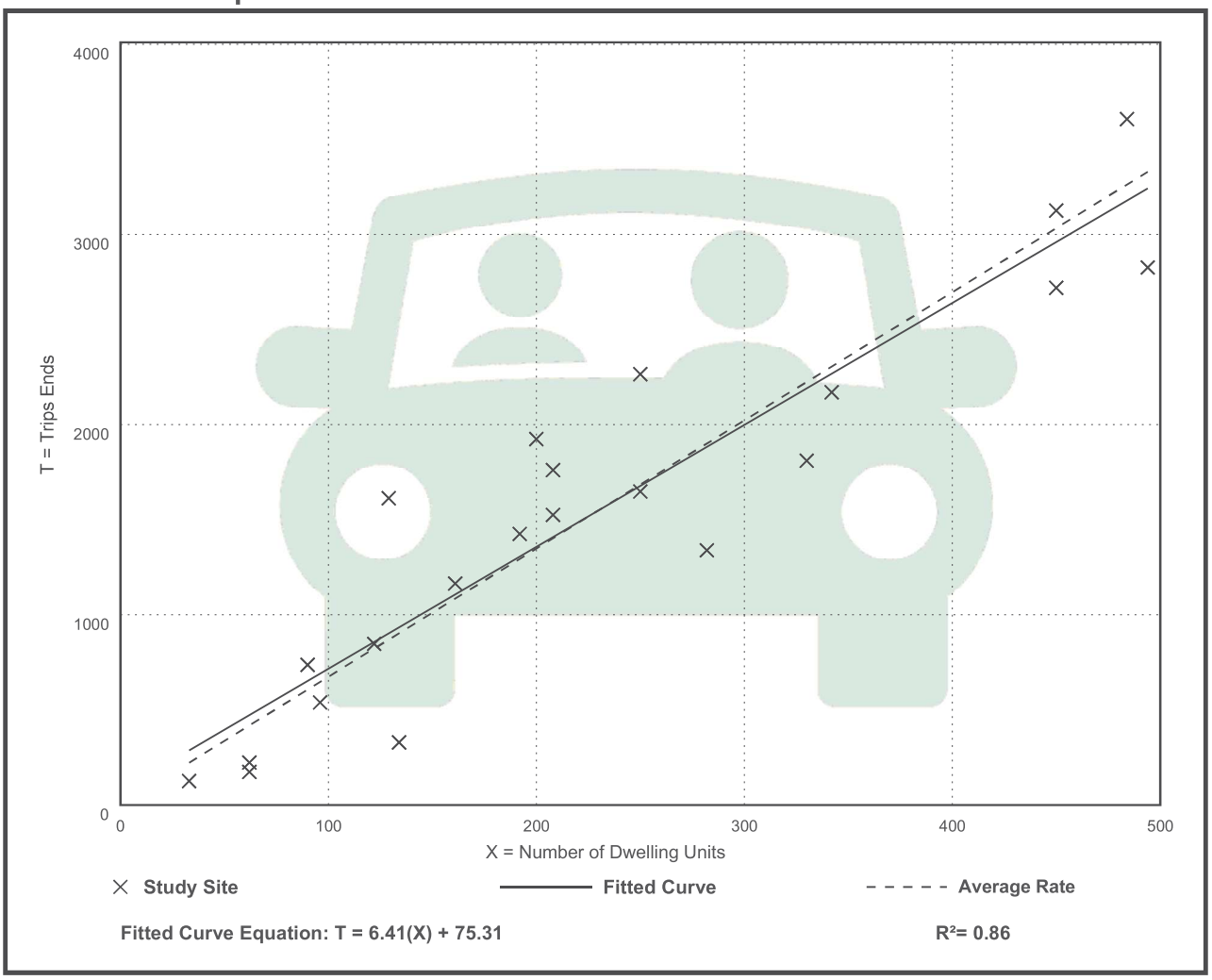
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

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

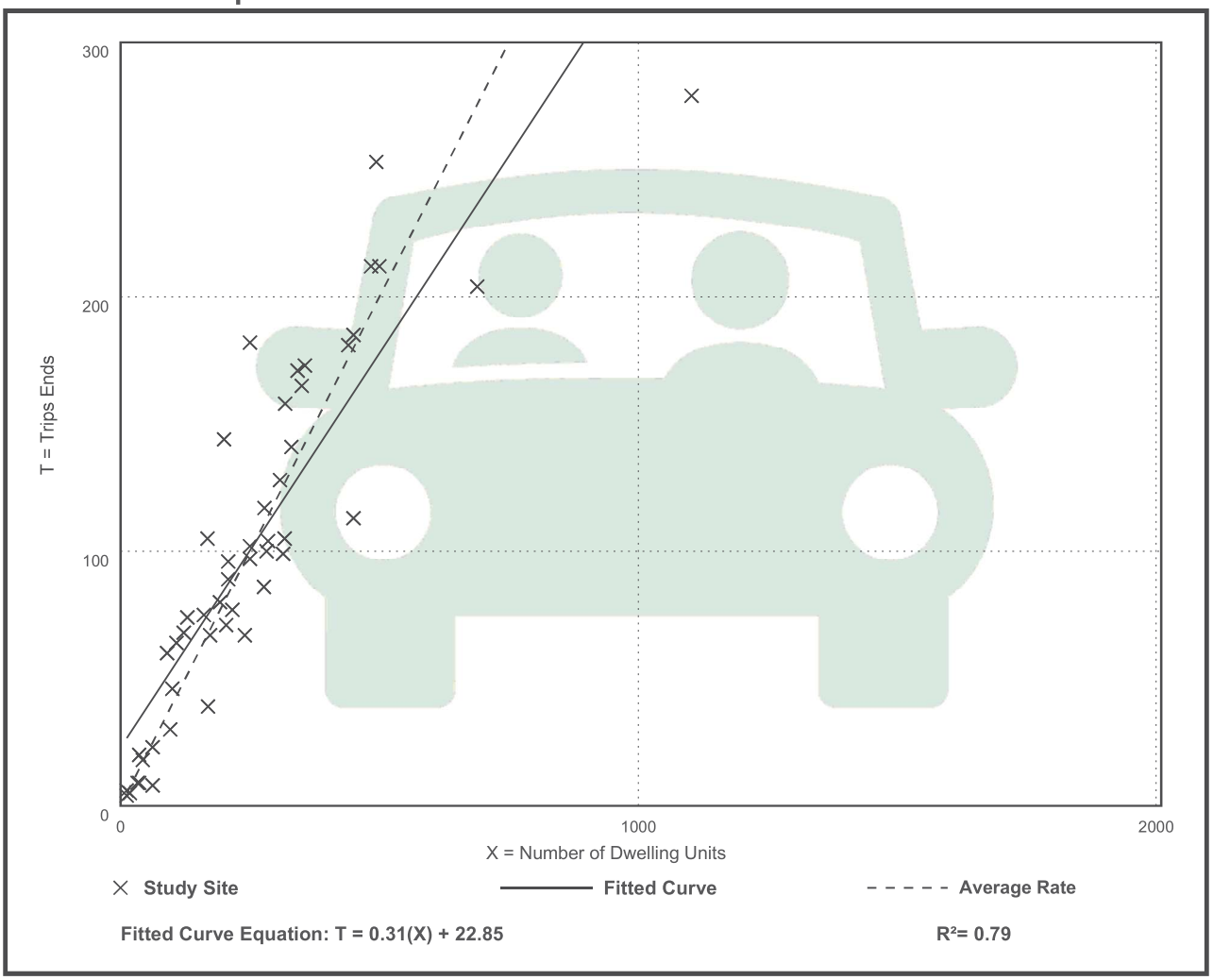
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

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



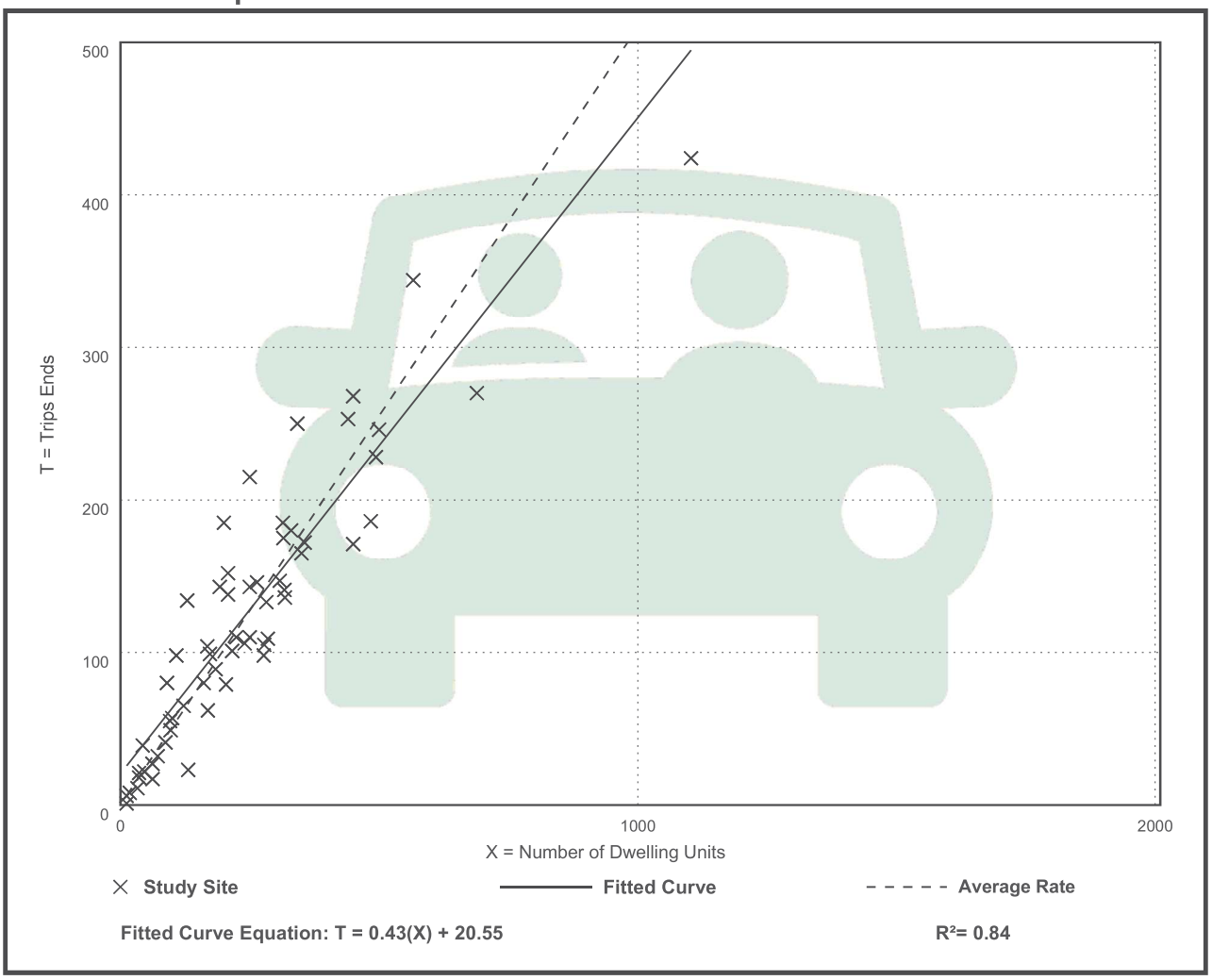
Multifamily Housing (Low-Rise)
Not Close to Rail Transit (220)

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

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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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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

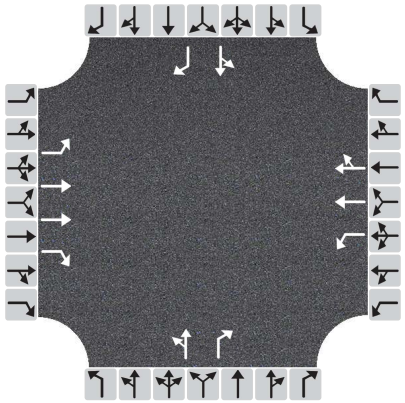
Project Information

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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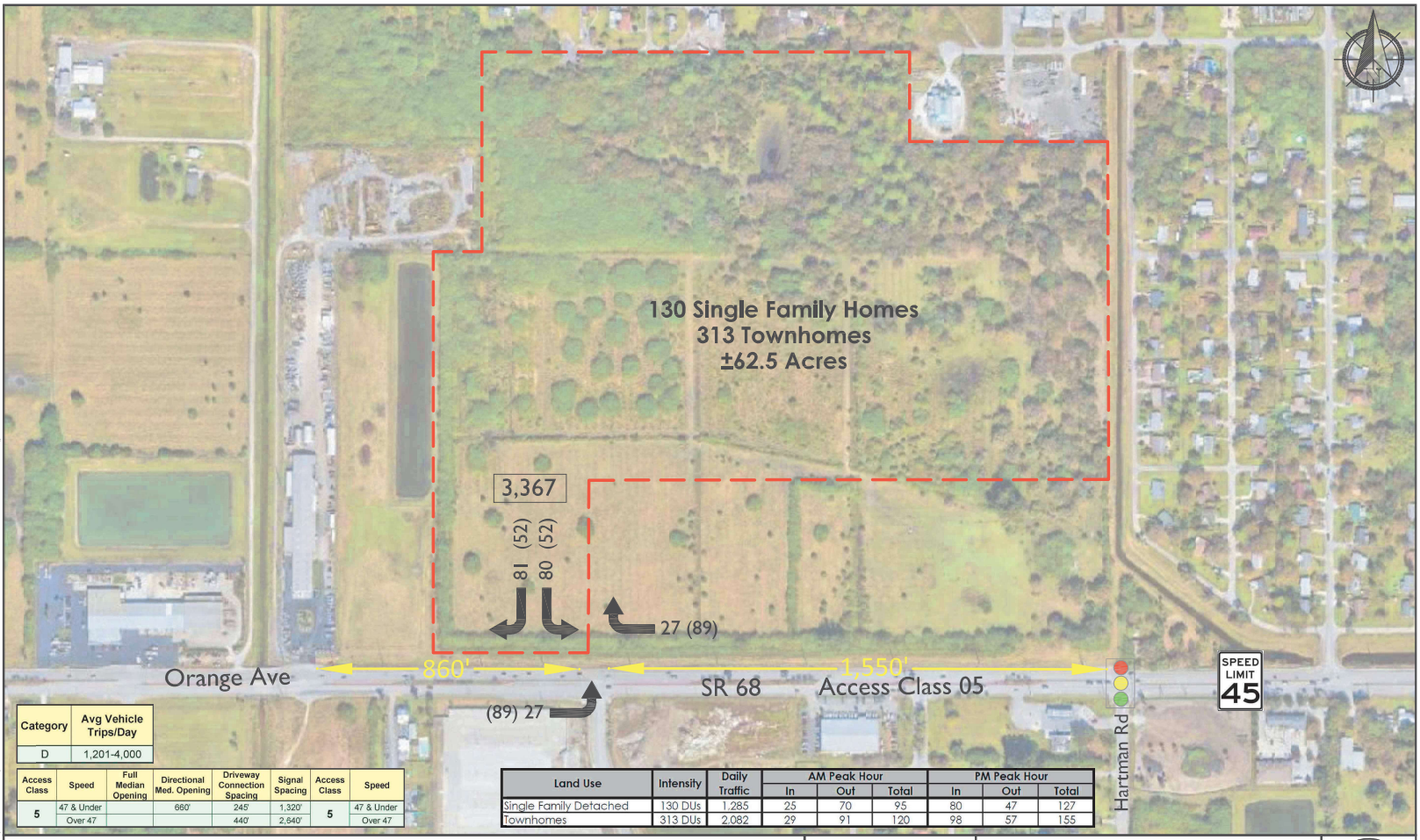


Category	Avg Vehicle Trips/Day
D	1,201-4,000

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

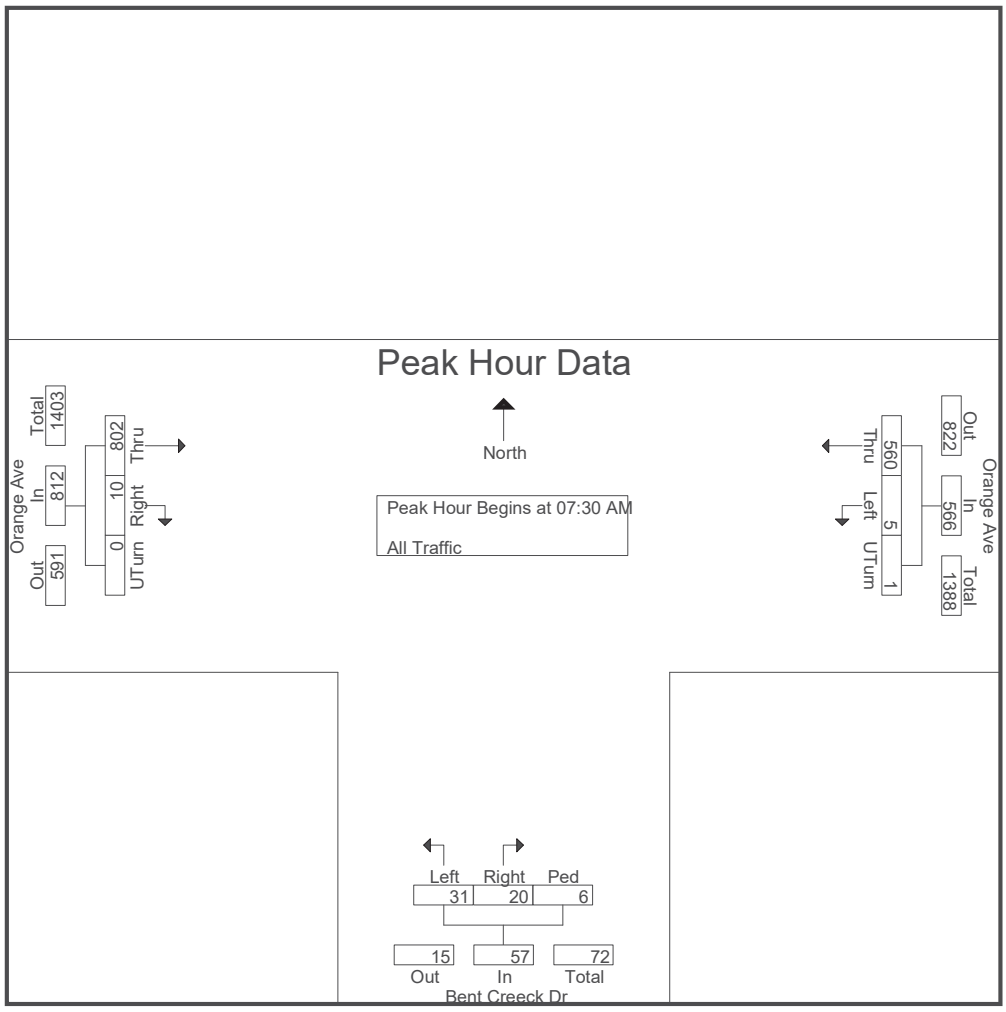
Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

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

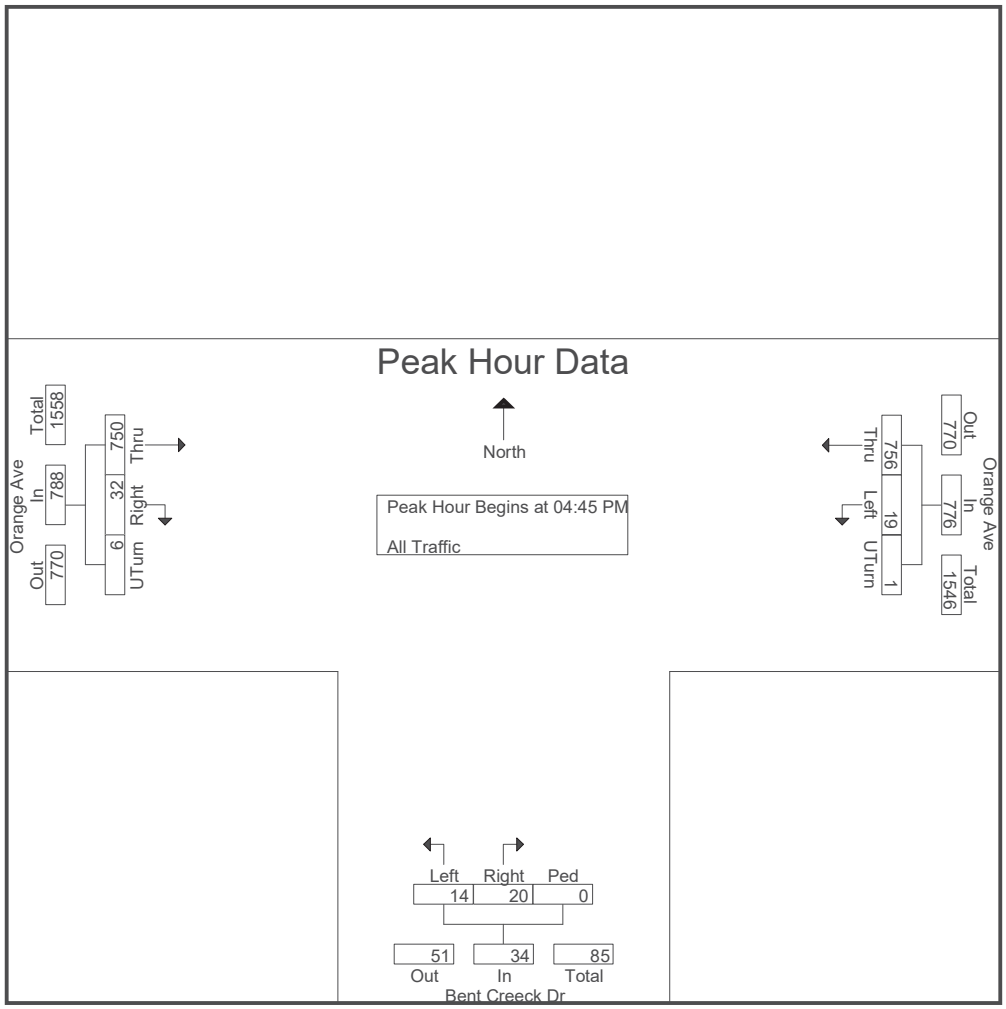


KMF Traffic Group, LLC
(772) 924-6993
www.kmftraffic.net

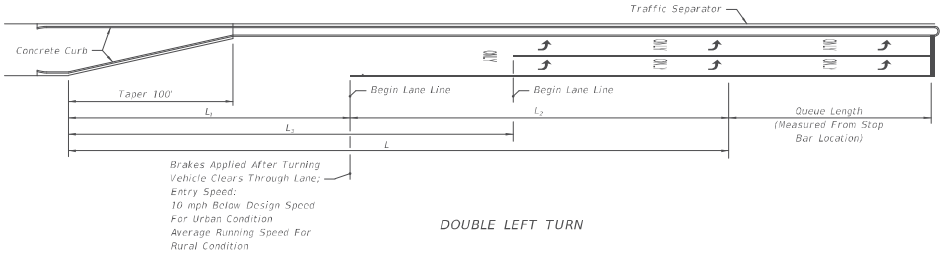
Manual traffic count - All traffic
Orange Ave., and Bent Creeck Dr.
Fort Pierce, FL

File Name : ORBENT
Site Code : JO24
Start Date : 6/20/2024
Page No : 6

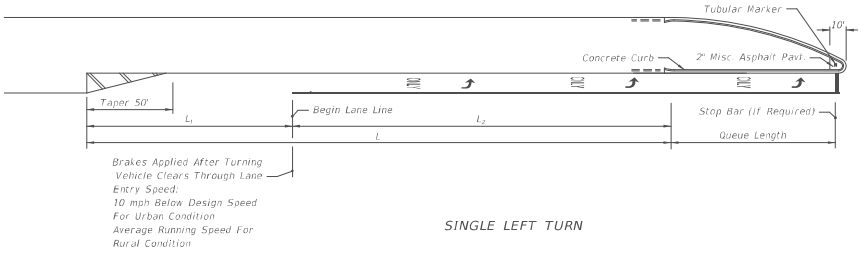
	Bent Creeck Dr NB				Orange Ave EB				Orange Ave WB				
Start Time	Left	Right	Ped	App. Total	Thru	Right	UTurn	App. Total	Left	Thru	UTurn	App. Total	Int. Total
Peak Hour Analysis From 02:00 PM to 06:45 PM - Peak 1 of 1													
Peak Hour for Entire Intersection Begins at 04:45 PM													
04:45 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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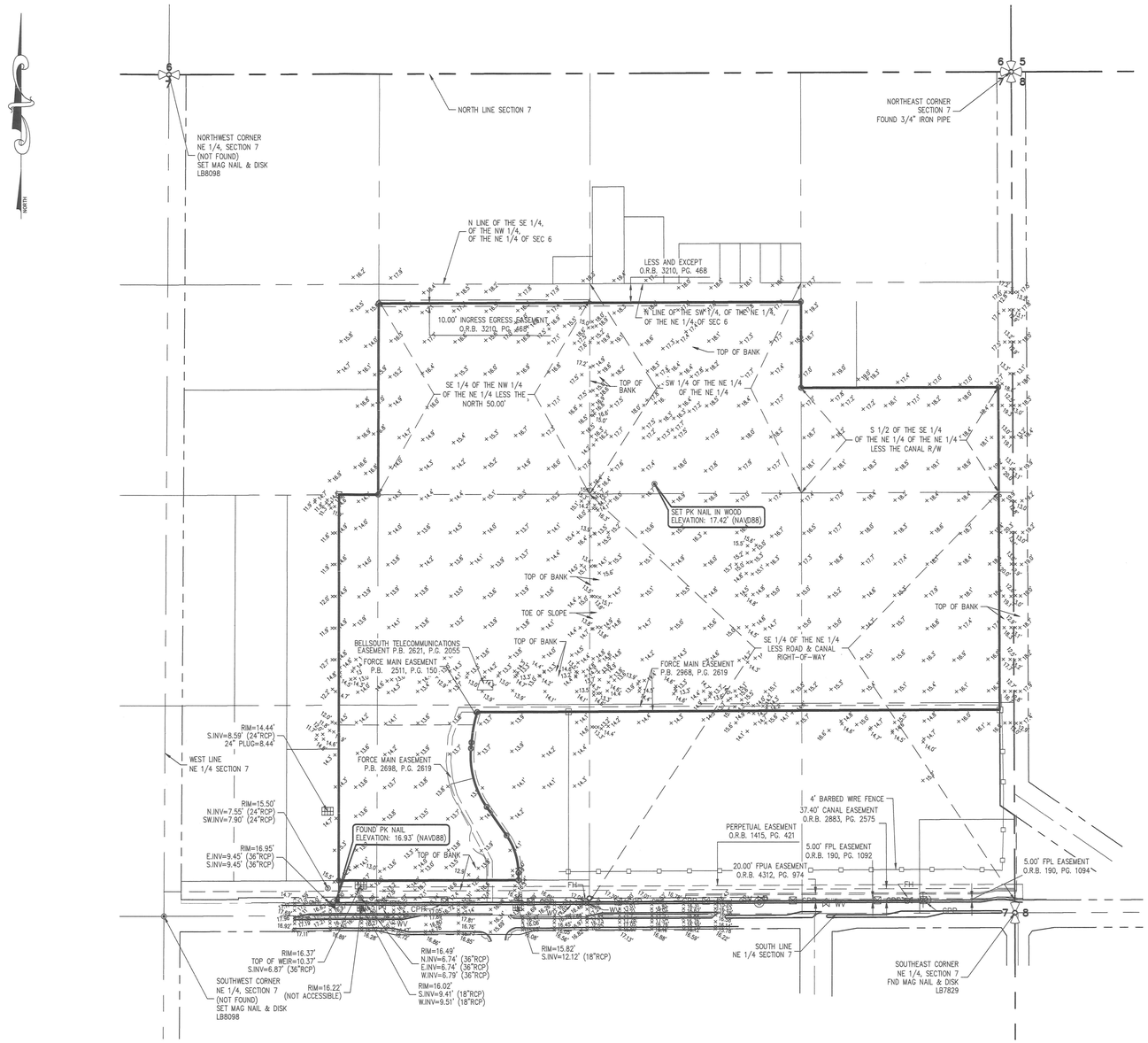
ALTA NSPS LAND/TITLE SURVEY

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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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 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

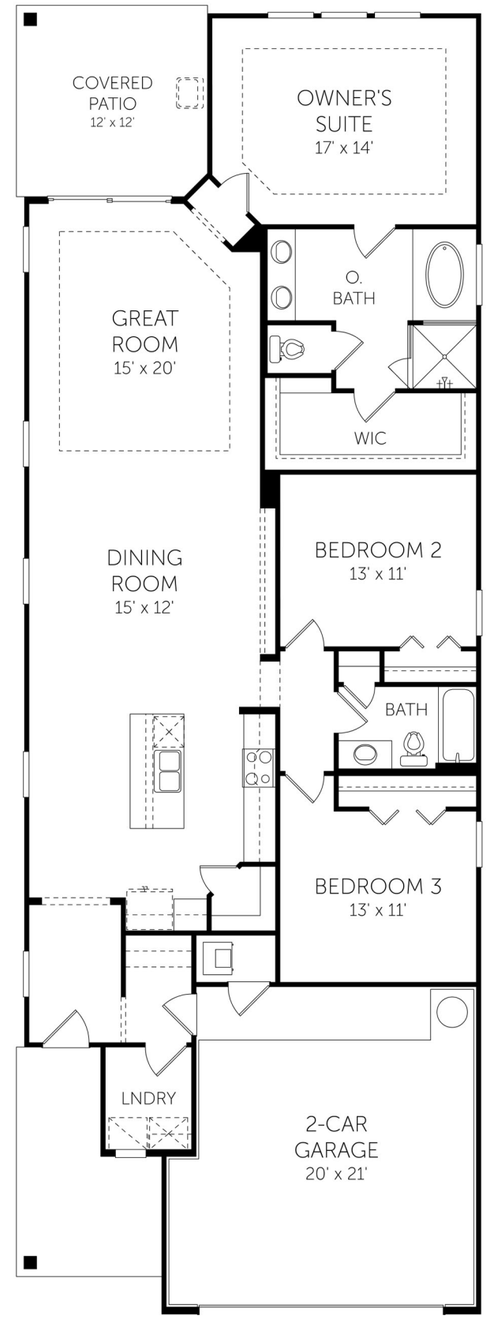
Avondale 1,864 SQFT

First Floor

3 Beds

2 Full Baths

No Options Selected



DREAMFINDERSHOMES.COM
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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





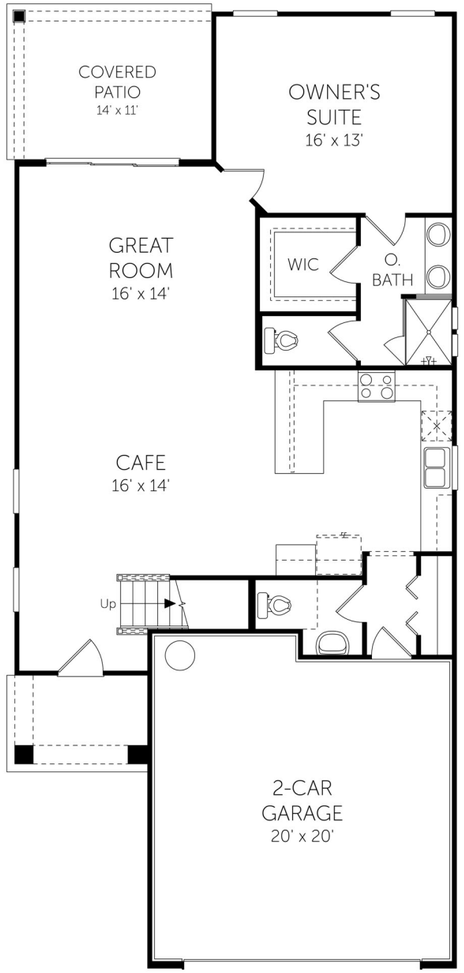


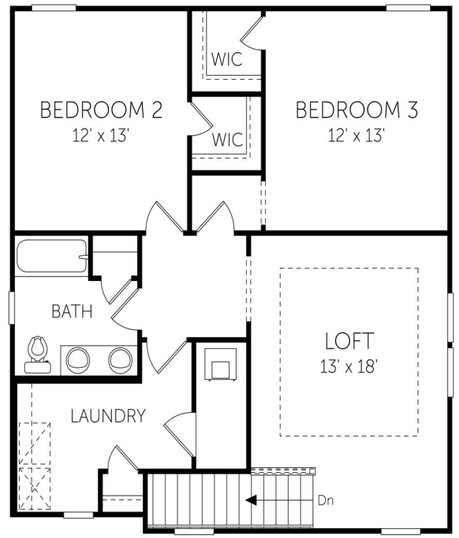
DREAM FINDERS HOMES

Stockton

First Floor
3 Beds
2 Full Baths | 1 Half Bath
2,098 Sq. Ft.

No Options Selected





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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





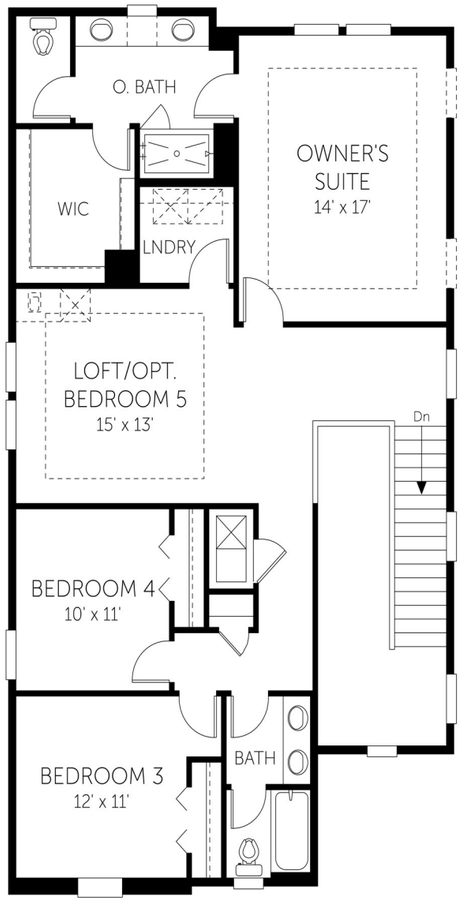


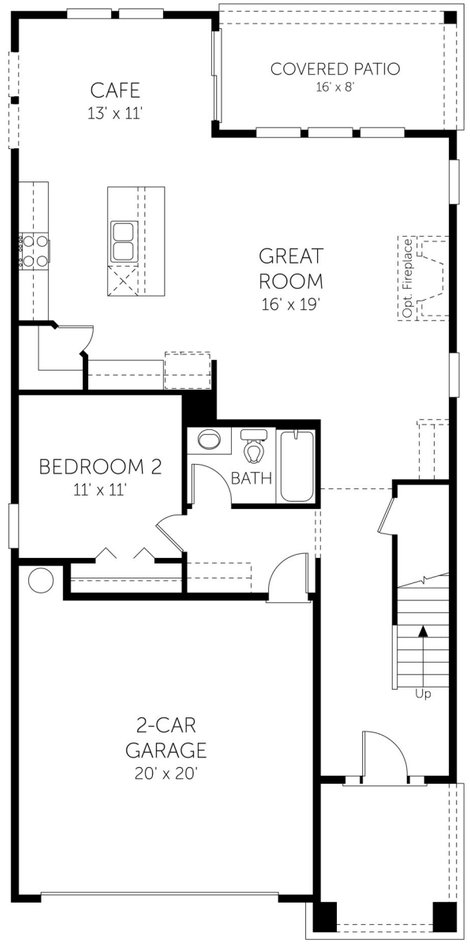
DREAM FINDERS HOMES

Vilano

Second Floor
4 Beds
3 Full Baths
1 Garage
2,500 Sq. Ft.

No Options Selected





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REDTAIL LDC
100 S. 2nd Street
Fort Pierce, FL 34950

TM Designed by
VP Drawn by

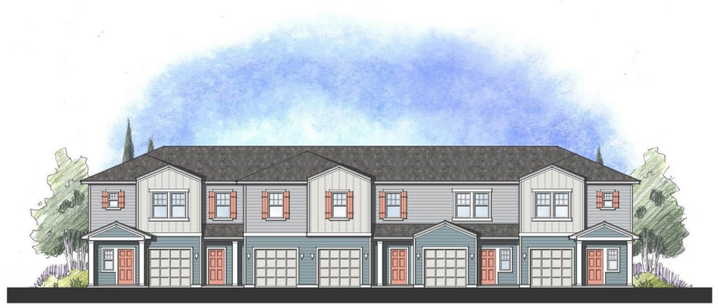
MILLCREEK
VILANO MODEL
SINGLE FAMILY DETACHED

7/19/2024

SHEET 01 of 01

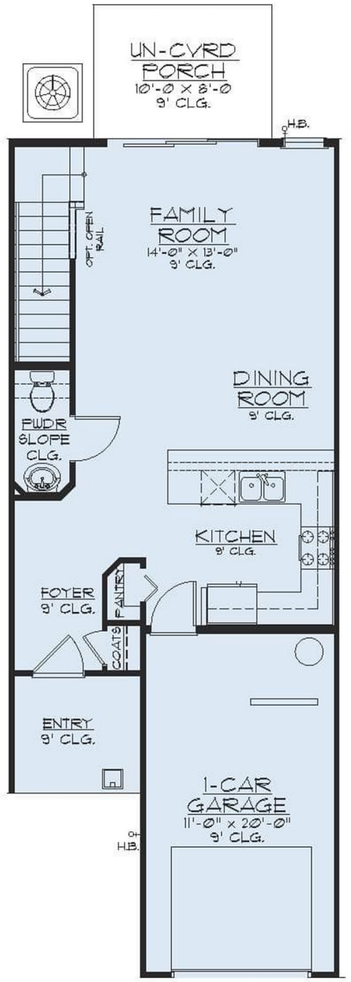



OPTION 2

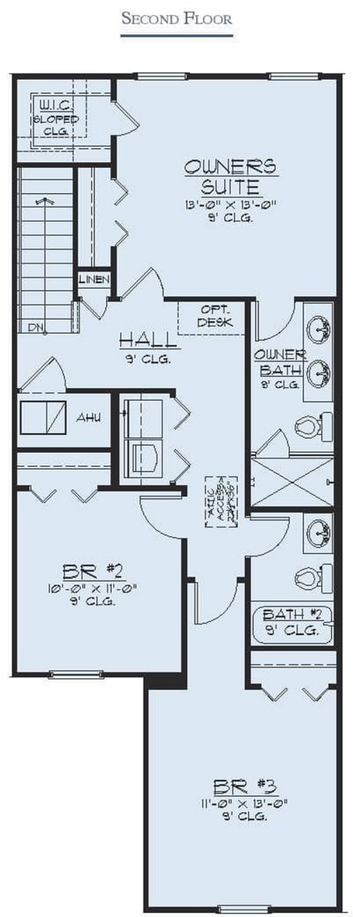

OPTION 3

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.

[blank space above line reserved for recording data]

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 August 4, 2025 the City Commission adopted Ordinance No. 25-021 ("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: **FM Millcreek Holding, LLC**
1698 W. Hibiscus Blvd
Unit Ste. A
Melbourne, Fl 32901

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.

[SIGNATURE PAGES TO FOLLOW]

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: MGR

Witness: _____
Print: P Michael Evans
Address: 1698 W. Hibiscus Blvd
Melbourne, FL 32901

Witness: _____
Print: DeSarai Jack
Address: 1698 W. Hibiscus Blvd STE A
Melbourne, FL 32901
DAE

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 4th day of August, 2025, by Arthur Evans, as Manager of FM Millcreek Holdings ~~Dream Finders Homes~~, LLC, a Florida limited liability company, who [__] is personally known to me [✓] has produced drivers license as identification.

_____
Notary Public - State of Florida
My Commission Expires:

(NOTARIAL SEAL) DANIEL EVANS
MY COMMISSION # HH 367144
EXPIRES: February 27, 2027

CITY OF FORT PIERCE:

ATTEST:

_____
Linda W. Cox,
City Clerk

(SEAL)

_____
Linda Hudson, Mayor

APPROVED AS TO FORM AND
CORRECTNESS:

_____
Sara K. Hedges, City Attorney

CONSENTING SIGNATORY ONLY

APPLICANT: DREAM FINDERS HOMES, LLC,
A Florida limited liability company

By: _____
Its: Regional VP Land

Witness: Genevieve Spink
Print: Genevieve Spink
Address: 14701 Philips Hwy, Jax

Witness: Heather Messer
Print: Heather Messer
Address: 14701 Philips Hy, Jax

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 4th day of August, 2025, by Maston Crapps, as _____ of Dream Finders Homes, LLC, a Florida limited liability company, who [X] is personally known to me [__] has produced _____ as identification.

Heather Messer
Notary Public - State of Florida
My Commission Expires: 6/15/2029

(NOTARY SEAL)

Notary Public State of Florida
Heather Messer
My Commission HH 664346
Expires 6/15/2029

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.

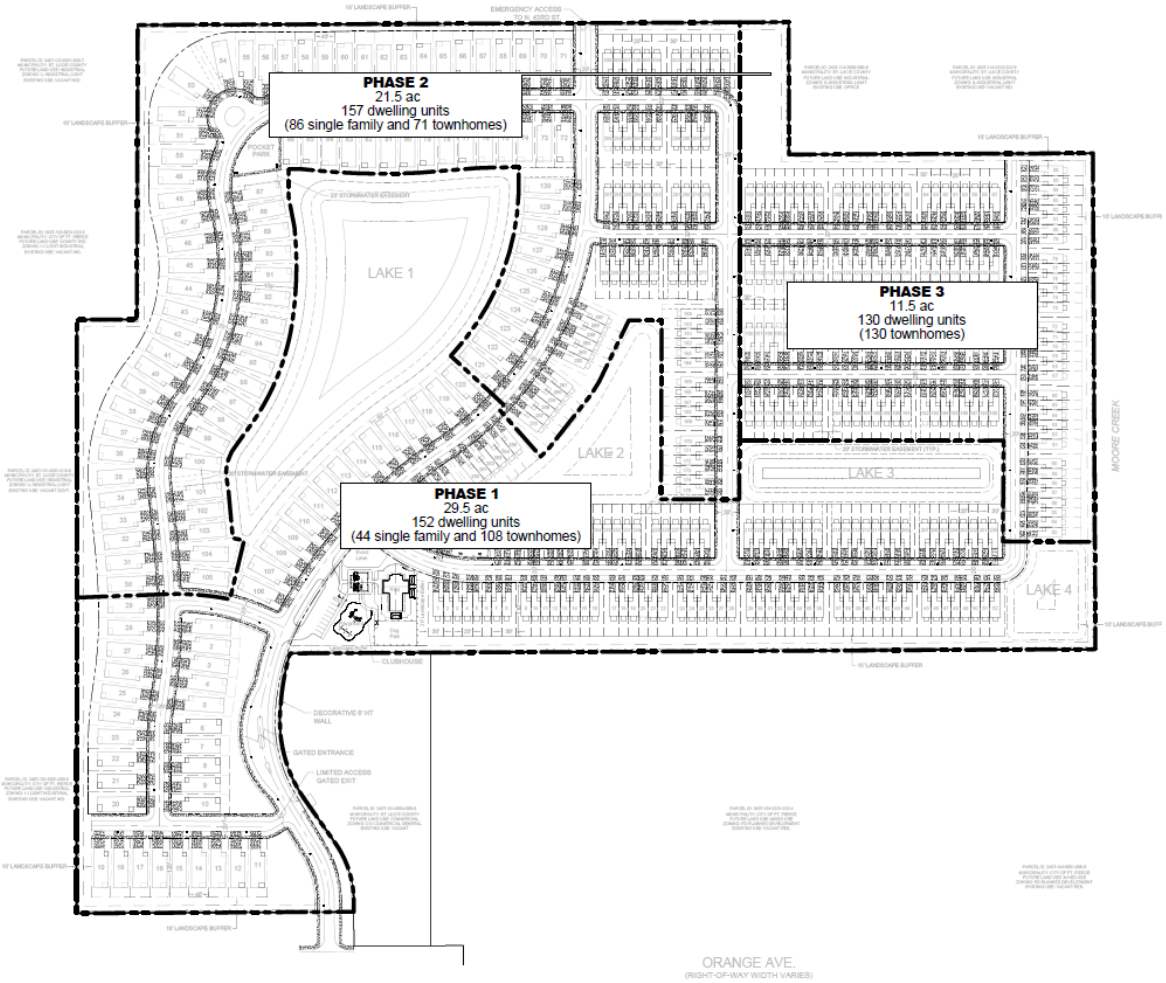


Fig 1. Phasing Plan

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

3. 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).

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 provided and included into this Agreement prior to issuance of the first building permit for the site plan.

6. Owner must apply to FDOT for signalization at Bent Creek Drive and Orange Avenue immediately and with each POD/Phase approvals. In their application to FDOT, Owner must include the full context of all surrounding housing developments and homes in the area, to specifically include, but not limited to Bent Creek, in the justification for signalization.

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



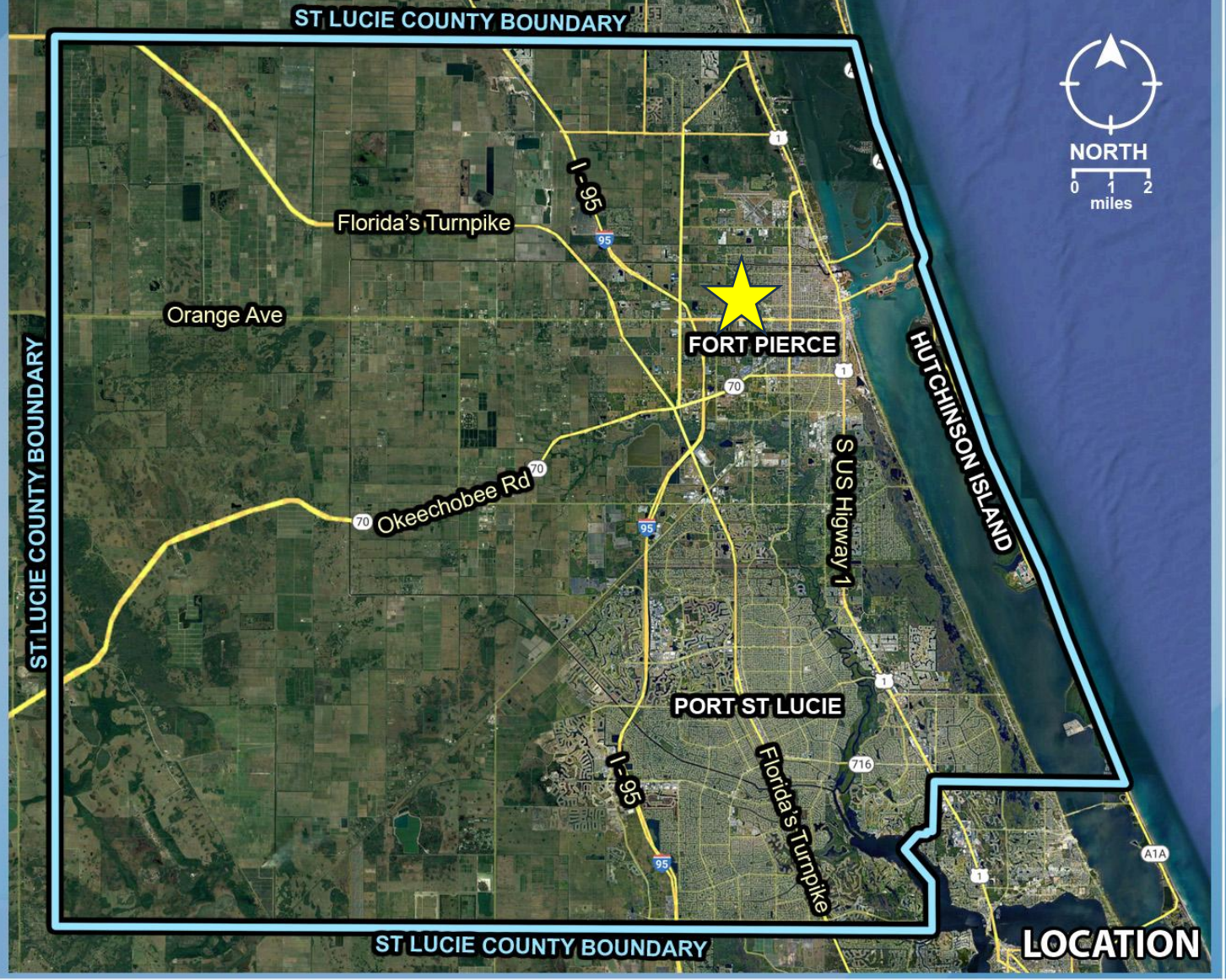
MILLCREEK PD

Phase 1 Final Site Plan

City of Fort Pierce

City Commission Meeting

JULY 21, 2025

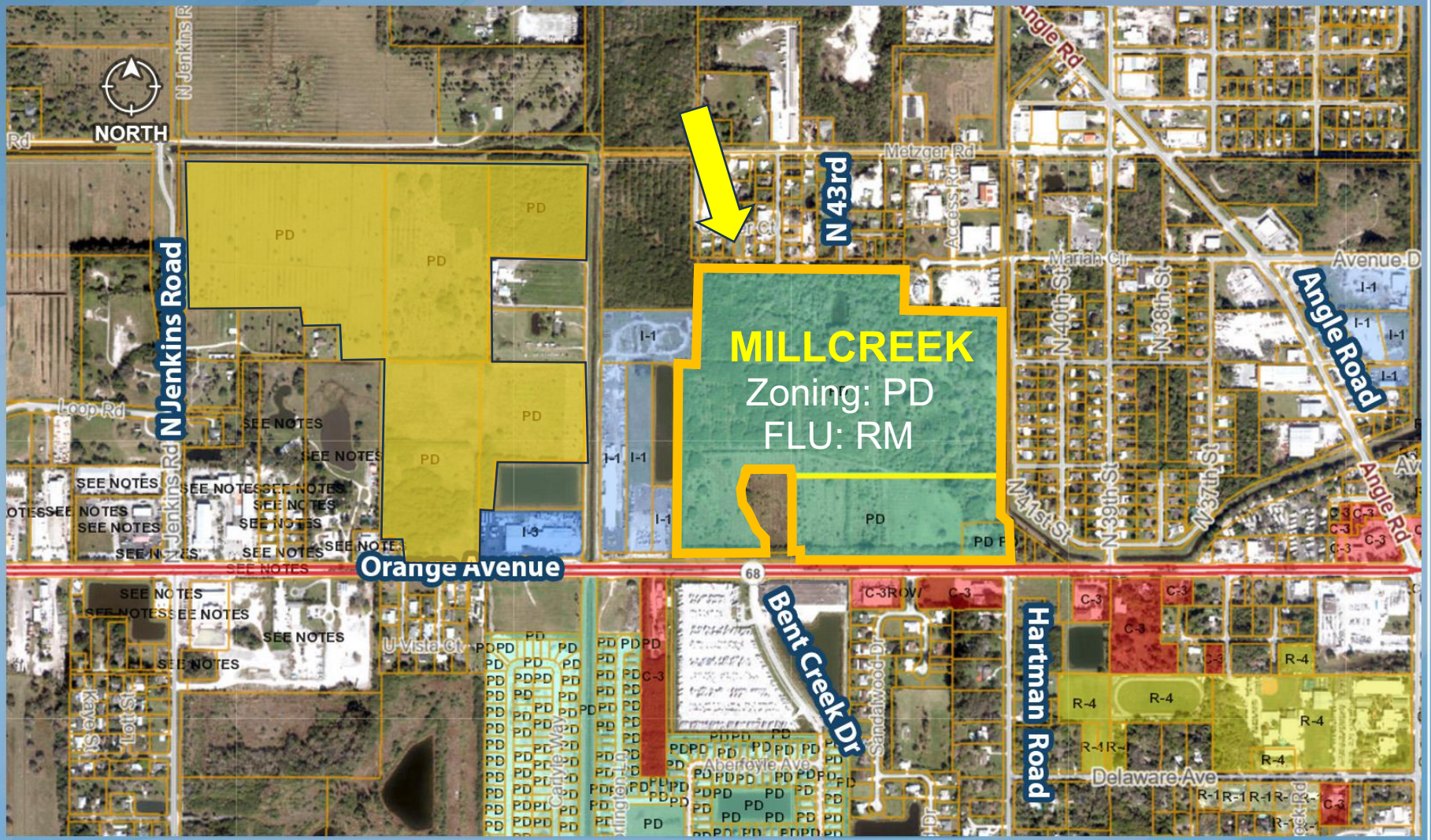

ST LUCIE COUNTY BOUNDARY
NORTH
0 1 2
miles
I-95
Florida's Turnpike
Orange Ave
FORT PIERCE
HUTCHINSON ISLAND
ST LUCIE COUNTY BOUNDARY
Okeechobee Rd
S US Higway 1
PORT ST LUCIE
I-95
Florida's Turnpike
ST LUCIE COUNTY BOUNDARY
LOCATION

MILLCREEK

VICINITY

City of Fort Pierce

ZONING MAP



REDTAIL

2007 PUD

County Approved PUD Site Plan

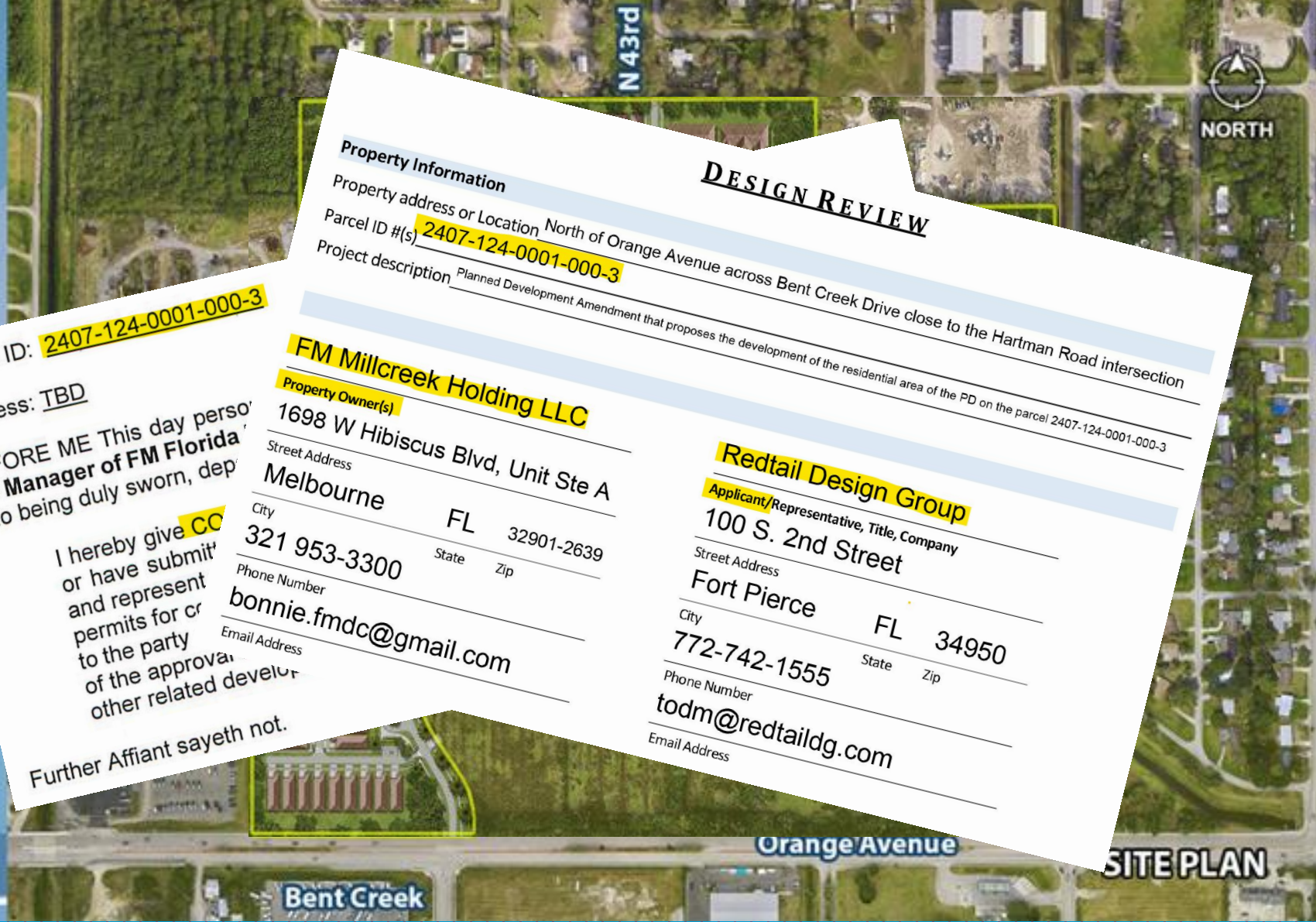


MILLCREEK

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:

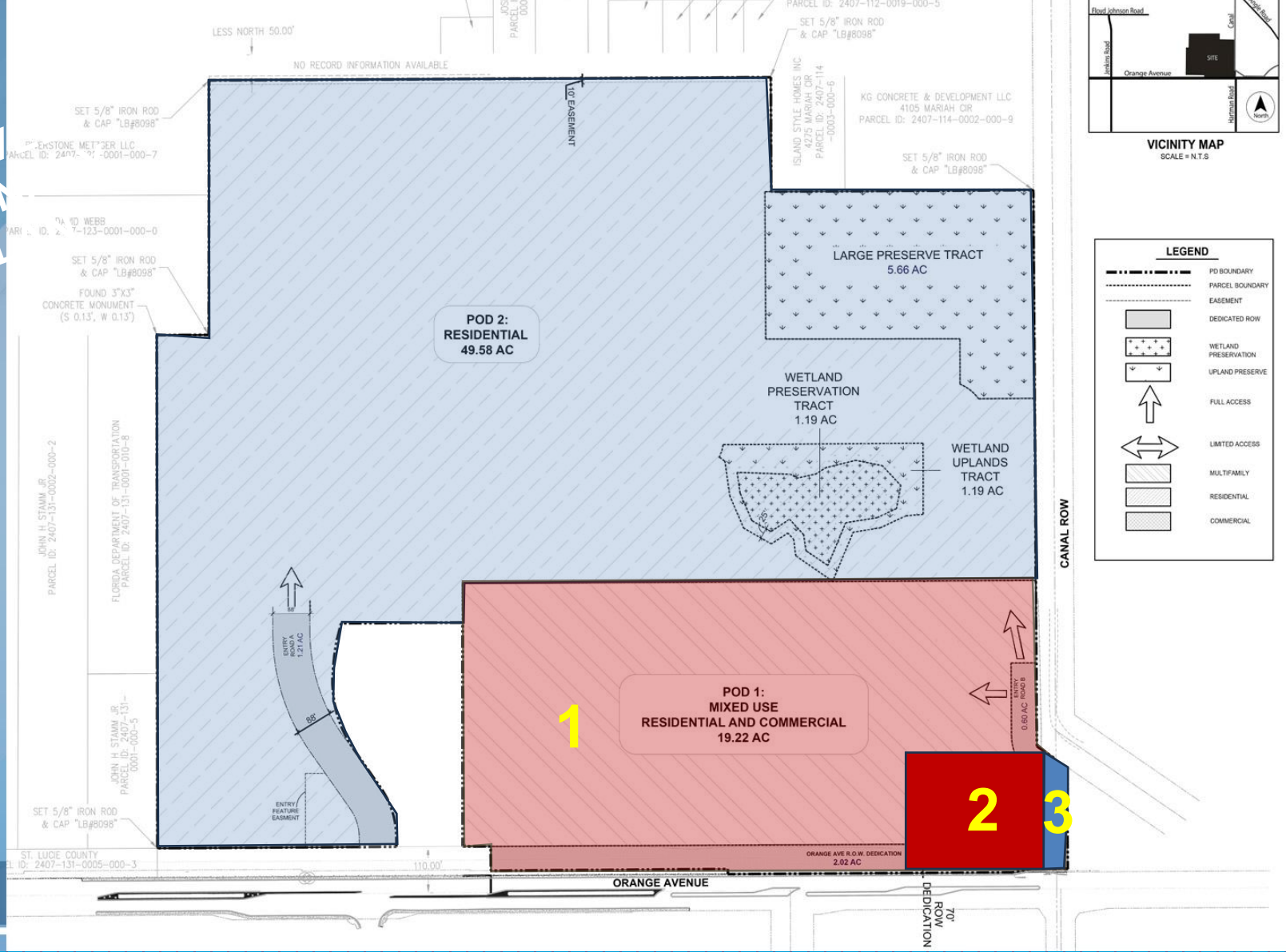
Two Separate Pods

Two Separate Owners

POD 2:
1 Owner / 1Lot

POD 1:
1 Owner / 3 Lots

MILLCREEK



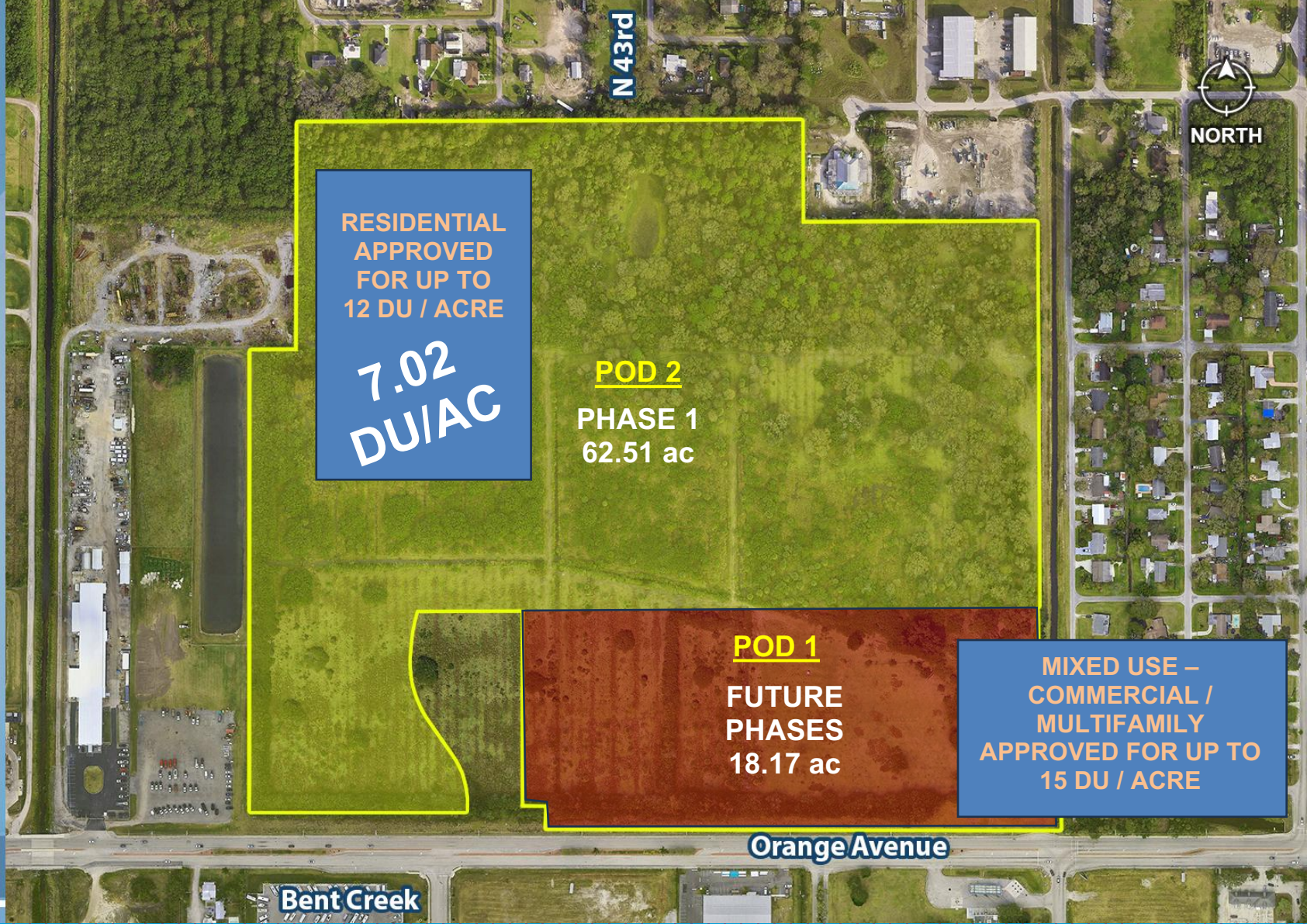
REDTAIL DG

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

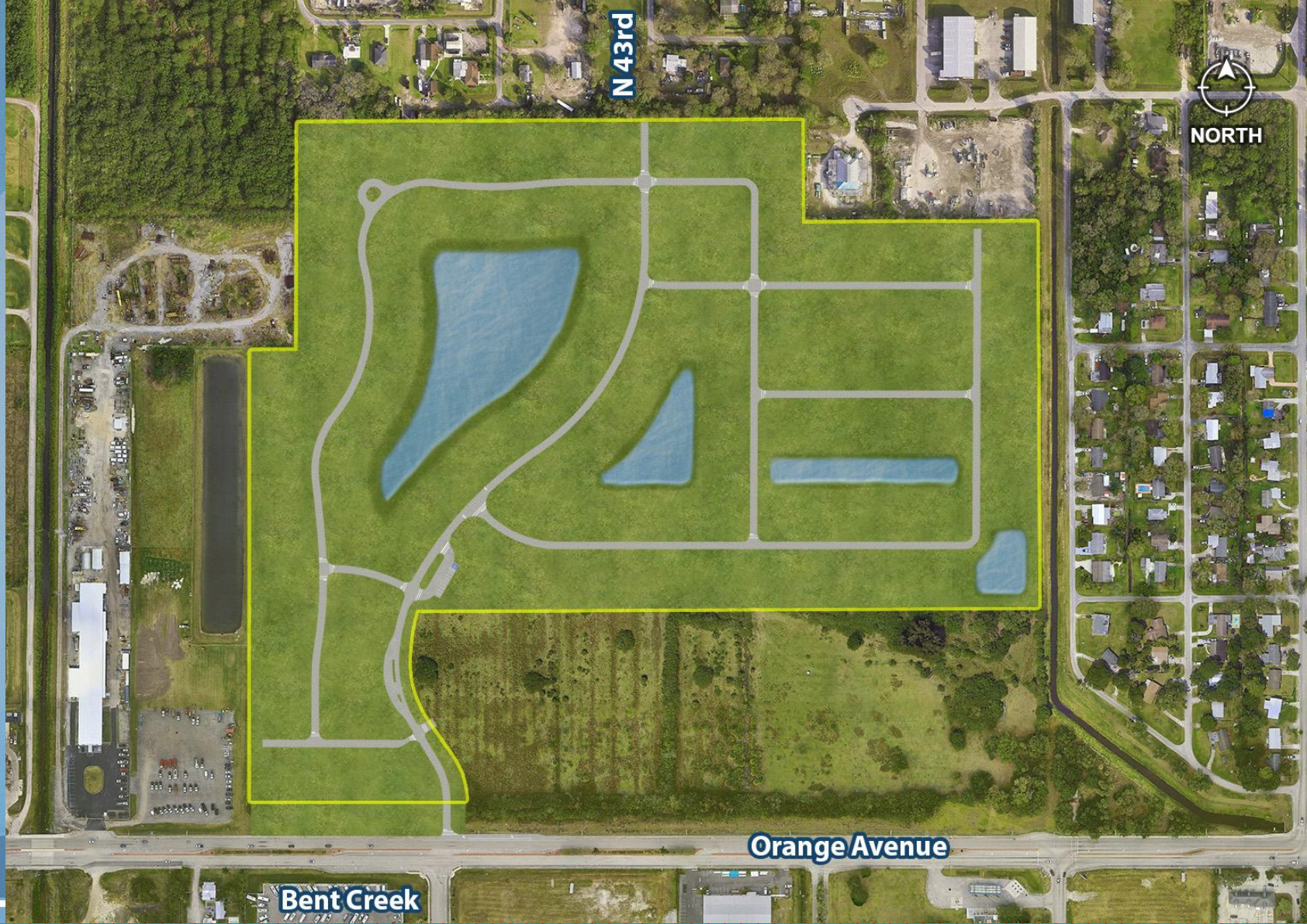
Access



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

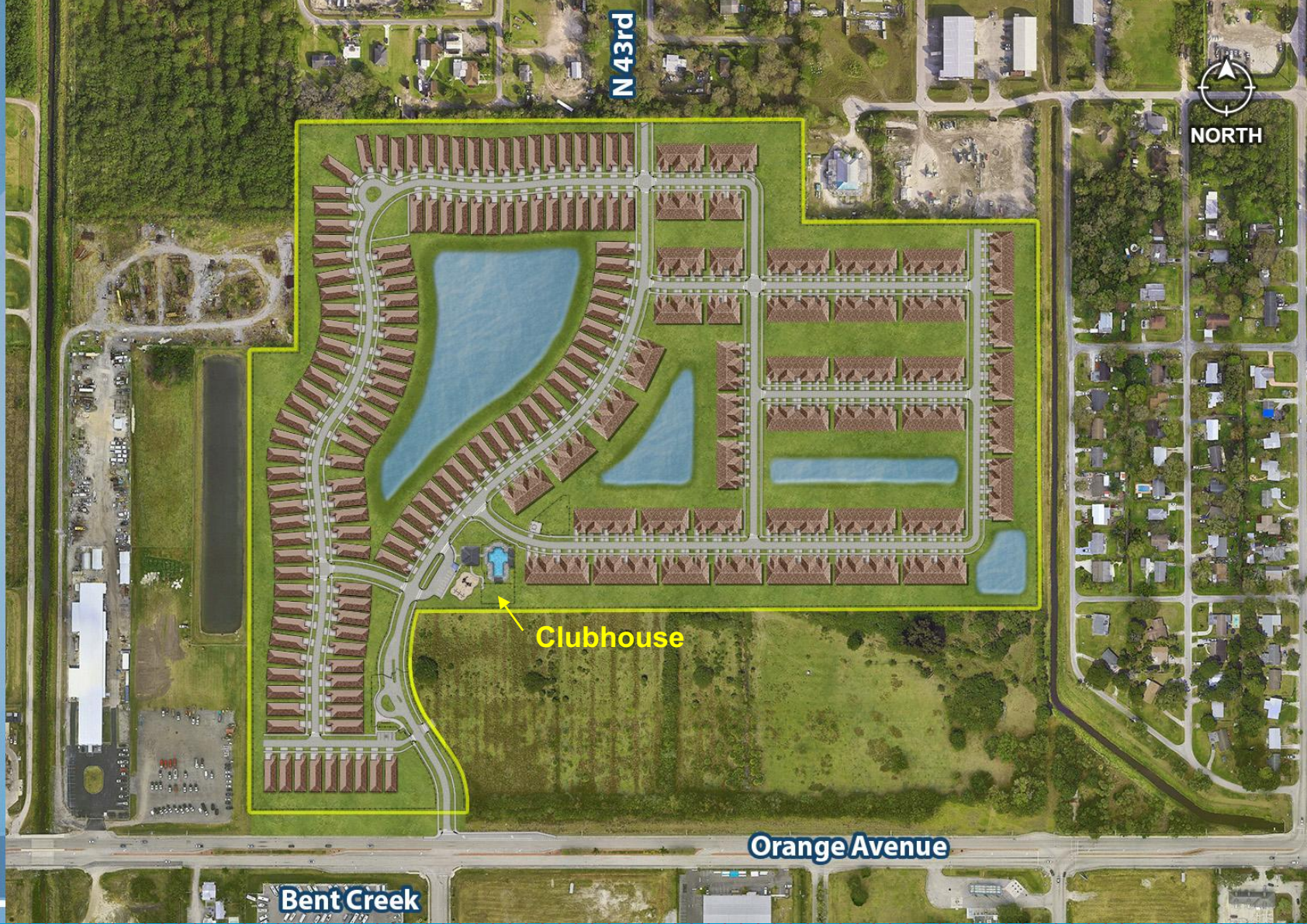


MILLCREEK

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

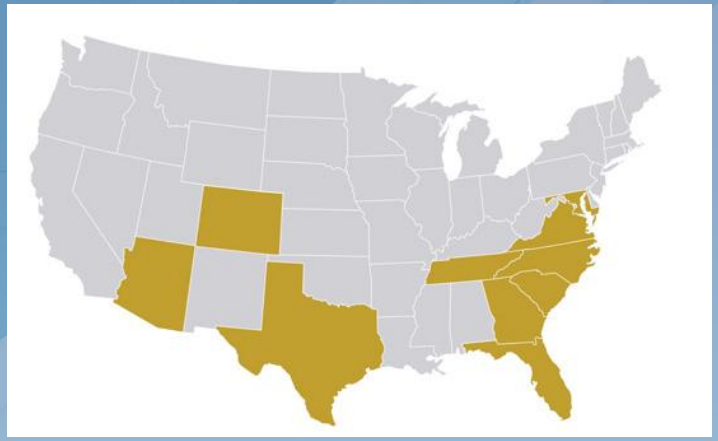
PHASING PLAN



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





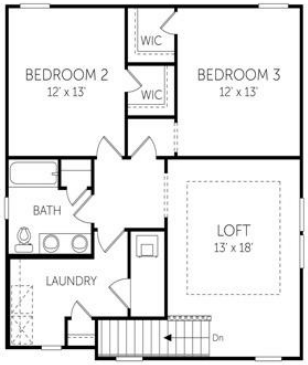


DREAM FINDERS HOMES

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



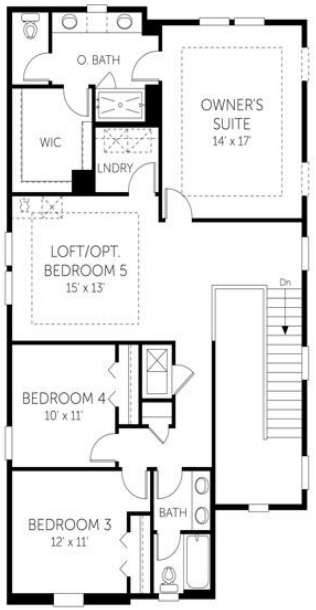




DREAM FINDERS HOMES

Vilano
Second Floor
4 Beds
3 Full Baths
1 Garage
2,500 Sq. Ft.

No Options Selected





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REDTAIL DG

WARBLER

1,438 SQFT
3 Beds
2 Full Baths
1 Half bath
1-Car Garage

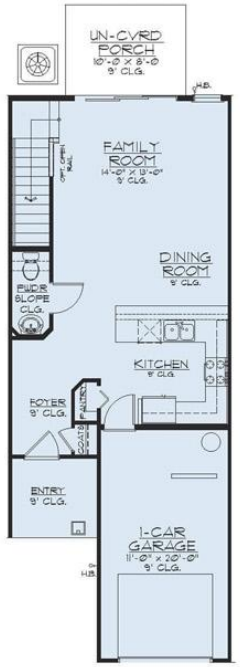


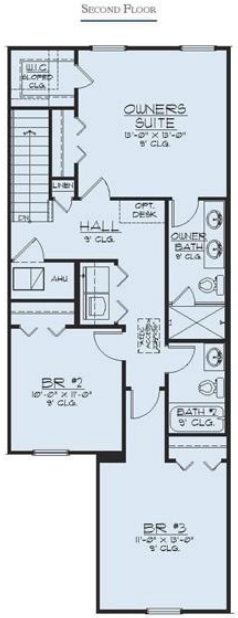

OPTION 2


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

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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 **12. C.**

Meeting Date: 08/18/2025

Re: PORF Ordinance Change for Retirement and Opt Out

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 25-022 amending Chapter 2, Article IV, Division 5, Police Officers Retirement/Pension Funds to allow the Police Chief to opt out of the Police Officers Retirement Trust Fund and to increase DROP participation period to six years to mirror the general employee plan. SECOND READING

SUMMARY:

The Board of Trustees of the Police Officer's Retirement Trust Fund ("Fund") recommends increasing the DROP period for the Fund to mirror the six-year period of participation for the General Employee Plan.

This ordinance permits the police chief, retroactively to 2015, to opt out of the Police Officer's Retirement Trust Fund.

RECOMMENDATION:

Adopt the ordinance.

ALTERNATIVES:

Do not adopt or adopt with modifications.

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Johnna Morris, Finance Director
Sara Hedges, City Attorney
Police Officer Trust Fund Pension Board

Fiscal Impact

OTHER INFORMATION:

Letter of no current actuarial impact provided and attached.

Attachments

Ordinance 25-022
City Attorney Memo
Police Union Approval

Actuarial Impact Letter
Proof of Publication

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	07/10/2025 04:34 PM
City Manager	Richard Chess	07/15/2025 12:44 PM
Form Started By: Linda Cox		Started On: 07/10/2025 09:57 AM
Final Approval Date: 08/05/2025		

ORDINANCE NO. 25-022

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA **AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 2, ADMINISTRATION, ARTICLE IV, OFFICERS AND EMPLOYEES, DIVISION 5, POLICE OFFICERS' RETIREMENT/PENSION FUNDS**, **SUBDIVISION II – POLICE OFFICERS' RETIREMENT TRUST FUND**; BY AMENDING SECTION 2-381, DEFINITIONS AT THE DEFINITION OF POLICE OFFICER TO ALLOW THE POLICE CHIEF TO OPT OUT OF THE POLICE OFFICERS' RETIREMENT TRUST FUND PLAN; BY AMENDING SECTION 2-388, EMPLOYEE WITHDRAWAL FROM PLAN TO CORRECT AN INTERNAL INCONSISTENCY; AMENDING SECTION 2-397, DEFERRED RETIREMENT OPTION PLAN (DROP) TO INCREASE DROP PARTICIPATION PERIOD TO SIX YEARS TO MIRROR THE GENERAL EMPLOYEE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance 23-060 adopted by the City of Fort Pierce City Commission of on February 5, 2024 to, in part, increase the period for participation in the Deferred Retirement Option Plan (DROP) to six years; and

WHERAS, the Board of Trustees of the Police Officer's Retirement Trust Fund ("Fund") recommends increasing the DROP period for the Fund to mirror the six-year period of participation for the General Employee Plan; and

WHEREAS, the City, as a management tool, wants to allow the Chief of Police the ability to opt out of the Fund plan; and

WHEREAS, the City Commission and administration, upon review of the plan, are desirous of amending the plan; and

WHEREAS, there is a vestige provision regarding a lump sum payment which is no longer payable from the plan which should be deleted.

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

Section 1. Chapter 2 – Administration, Article IV – Officers and Employees, Division 5- Police Officers' Retirement/Pension Funds, Subdivision II – Police Officers' Retirement Trust Fund, Section 2-381 – Definitions of the Code of Ordinances of the City of Fort Pierce, is hereby amended so that the same shall read as follows:

Sec. 2-381. - Definitions.

The following words, terms and phrases, when used in this subdivision, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

***

Police officer means any person who is elected, appointed, or employed full time by the city, who is certified or required to be certified as a law enforcement officer in compliance with F.S. § 943.1395, who is vested with authority to bear a rms and make arrests, and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the state. The term includes all certified supervisory and command personnel whose duties include, in whole or in part, the supervision, training, guidance, and management responsibilities of full-time law enforcement officers, part-time law enforcement officers, or auxiliary law enforcement officers, but does not include part-time law enforcement officers or auxiliary law enforcement officers as those terms are defined in F.S. § 943.10. All police officers are mandatory members of the plan except, effective June 1, 2015, the chief of police may elect to opt out of participation, notwithstanding any other provision of this Code. This opt out is a one-time option offered at the time of employment.

Section 2. Chapter 2 – Administration, Article IV – Officers and Employees, Division 5 – Police Officers' Retirement/Pension Funds, Subdivision II – Police Officers' Retirement Trust Fund, Section 2-388 – Employee Withdrawal from the Plan of the Code of Ordinances of the City of Fort Pierce, is hereby amended so that the same shall read as follows:

Sec. 2-388. Employee withdrawal from the plan.

(a) Employees who terminate employment prior to ten years' continuous service in the police department shall not be eligible for benefits.

(b) Employees who terminate with ten or more years continuous service with the police department shall be entitled to a benefit equal to the purchase of an annuity equal to the value of the lump sum payment at age 50 as computed in section 2-386(c) actuarially reduced by three percent for each year that the member retires early. The member can elect to wait to receive the benefit until age 55 without an actuarial reduction. Employees hired after December 17, 1984, shall not be eligible to receive lump sum benefits and may only accept the purchase of an annuity as provided herein. The benefit provided under this section and in conjunction with the benefit provided under the retirement system for officers and employees of participating employers shall in all cases provide, at a minimum, a benefit that is the actuarial equivalent of the benefit required under F.S. §§ 185.16(4) and 185.19.

(c) Employees who become totally and permanently disabled after ten or more years of continuous service shall be entitled to 100 percent of the benefit ~~lump sum~~ amount ~~accumulated on their behalf~~ accrued as of date of

disability as computed in section 2-386(c). ~~The lump sum shall be equal in value to the amount of monthly benefits to which the member is entitled.~~

(d) Notwithstanding any of the provisions hereof, if the early monthly retirement income payable to any person entitled to benefits hereunder is less than $75.00 per month, the trustees in the exercise of their discretion may specify that the actuarial equivalent of such retirement income be paid in a lump sum.

(e) Notwithstanding any of the provisions hereof, if the monthly retirement annuity from the municipal retirement system is equal to 50 percent of the average monthly salary of the retiring police officer, or if the combined monthly annuity from the municipal retirement system, federal Social Security retirement and the city police retirement fund is equal to 50 percent of the retiring police officer's average monthly salary, the trustees may, in the exercise of their discretion, specify that the actuarial equivalent of the monthly benefit in excess of 50 percent of such average monthly salary be paid in a lump sum.

Section 3. Chapter 2 – Administration, Article IV – Officers and Employees, Division 5 – Police Officers' Retirement/Pension Funds, Subdivision II – Police Officers' Retirement Trust Fund, Sections 2-397(a) and (c) – Deferred Retirement Option Plan (DROP) of the Code of Ordinances of the City of Fort Pierce, are hereby amended so that the same shall read as follows:

Sec. 2-397. Deferred retirement option plan (DROP).

(a) *Eligibility to participate in the DROP.*

(1) Any member who is eligible to receive a normal retirement pension may participate in the DROP. Members shall elect to participate by applying to the board of trustees on a form provided for that purpose, including an irrevocable letter of resignation from service to the city and withdrawal from the DROP effective after no more than 72 ~~60~~ months of participation in the DROP. All members who are in the DROP on or after February 5, 2024 are able to elect to participate in the 72 month DROP by completing a form.

(2) Election to participate shall be forfeited if not exercised within the first ~~27~~ 30 years of combined credited service. ~~However, participation in the first year of enactment will be extended to those members with 28 years of service in calendar year 2011.~~

(3) A member shall not participate in the DROP beyond the time of attaining 36 ~~30~~ years of service and the total years of participation in the DROP shall not exceed six ~~five~~ years. ~~For example:~~

~~a. Members with 25 years of credited service at time of entry shall only participate for five years.~~

~~b. Members with 26 years of credited service at time of entry shall only participate for four years.~~

~~c. Members with 27 years of credited service at time of entry shall only participate for three years.~~

(4) Upon a member's election to participate in the DROP, they ~~he~~ shall cease to be a member and is precluded from accruing any additional benefit under the pension fund. For all fund purposes, the member becomes a retirant. The amount of credited service and final average salary freeze as of the date of entry into the DROP.

***

(c) *Amounts payable upon election to participate in DROP.*

(1) Monthly retirement benefits would have been payable had the member terminated employment with the department and elected to receive monthly pension payments will be paid into the DROP and credited to the retirant. Payments into the DROP will be made monthly over the period the retirant participates in the DROP, up to a maximum of 72 ~~60~~ months.

~~(2) Members who are entitled to a lump-sum payment under section 2-388 of the pension plan may enter into the DROP. However, the member's benefit will be paid as a monthly annuity, during the period of the DROP and for the member's lifetime thereafter (with ten years of payments guaranteed). The member will be entitled to the lump sum of the DROP balance at the end of the DROP term, but no other lump sum will be payable~~.

(2)~~(3)~~ Payments to the DROP will be invested in a member directed account. The board shall select a third-party administrator or provider for this purpose. The member's DROP account will be required to pay the expenses of investment and the DROP participant shall be responsible for the investment risks.

(3)~~(4)~~ No payments will be made from DROP until the member terminates employment with the city. Upon termination from DROP and from employment, a member's monthly pension benefit will be paid directly to the member.

Section 4. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

Section 6. This Ordinance shall be effective immediately upon adoption, except as provided for otherwise in this Ordinance.

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. 25-022 was duly advertised by title only in the St. Lucie News Tribune on July 25, 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, amended, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on August 4, 2025; and was duly introduced, read by title only, and passed on second and final reading on August 18, 2025, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 18th day of August, 2025.

_____
MAYOR COMMISSIONER

_____
CITY CLERK

(CITY SEAL)

TO: Linda Cox, City Clerk

FROM: Sara Hedges, City Attorney SH

RE: PORF Ordinance Change for Retirement and Opt Out

CAO RLS FILE: RLS 25-113

DATE: May 30, 2025

I have reviewed the above Request for Legal Services (RLS) related to amending the Code to extend the DROP period for police officers to six (6) years, deleting lump sum language related to total and permanent disability, and to allow the Chief of Police to opt out of the Police Officer Retirement Plan ("Plan"). This RLS is a second review related to RLS 25-12. The Ordinance was previously reviewed and approved related to the DROP and lump sum amendments without inclusion of the opt out language for the Chief of Police for the Plan.

After the Ordinance approval in RLS 25-12, the Police Officers Retirement Fund Board of Trustees ("Board") attorney provided additional language related to the ability of the Chief of Police to opt out of the Plan based on a request from the PBA Union. The Finance Director subsequently indicated this opt out language should be included in the Ordinance, and it should be retroactive to June 1, 2015.

It has consistently been and still is this Office's recommendation, though not legally required, that the language allowing the Chief of Police to opt out of the Plan be removed from this Ordinance and be addressed in a separate Ordinance. The reasoning for this is as follows:

1. The ability of the Chief of Police to opt out of the Plan and how the Chief of Police must do so has not been reviewed by the City Commission, nor has the City Commission given any direction on this issue to know whether the proposed changes are desired and likely to be approved.

2. Inclusion of the opt out language in the Ordinance risks the DROP changes not being approved if the City Commission does not wish to amend the Code with the currently drafted opt out language.

3. The actual language from Section 185.02(16), Florida Statutes, on which the Code

definition of a police officer (which is where the opt out language has been added) states: "Any plan may provide that the police chief shall have an option to participate in that plan."

The language included in this Ordinance instead states: "All police officers are mandatory members of the plan except, effective June 15, 2015, the chief of police may elect to opt out of participation, notwithstanding any other provision of this Code. This opt out is a one-time option offered at the time of employment."

The statute does not contemplate a retroactive opt out ability, nor does it appear to require the City give the Chief of Police the ability to opt out of the Plan. It is unclear why the term is written differently in the Ordinance than the statute. It is also unclear whether the retroactivity date to June 1, 2015 was specifically reviewed and approved by the Board's attorney, since the language she provided did not include this date and was provided by the Finance Director.

4. The language of the Ordinance does not include the process for how the Chief of Police is to opt out of the Plan. Section 2-263 of the Code of Ordinances requires that if the Chief of Police is to opt out of the general retirement system, the Chief of Police must do so in writing to the retirement board within 30 days of assuming the position as the Chief of Police. The requirements should be consistent. It is unclear whether the process to opt out of the Plan has been considered by the Board, the union, or City staff.

5. The reasoning behind the opt out language change to the Code is unclear. Further, it is unclear why only the Chief of Police is being permitted to opt out of the Plan.

6. It is unclear what is to happen to the monetary funds that would be deposited into the fund when the Chief of Police participates if the Chief of Police chooses to opt out of the Plan.

An Actuarial Impact Letter, indicating no impact was previously provided by the Board attorney related to the Ordinance approved in RLS 25-12 with the DROP extension and the lump sum language change. It does not appear a letter has been provided now that the additional language allowing the Chief of Police to opt out of the Plan has been included in the Ordinance. It is recommended such be obtained, if the opt out language remains in the Ordinance.

As was noted in the Memorandum for RLS 25-12, it has been relayed that the changes reflected in the Ordinance related to, at least, the DROP terms were discussed with the PBA Unions during previous negotiations and were agreed to. It was previously recommended by this Office that the agreement from the PBA Unions be put in writing so there are no issues with them objecting to the Ordinance. This written agreement has not been received as of this date. It is still recommended written agreement from the PBA Unions be obtained for the entire Ordinance, in final form, prior to review by the City Commission.

I have reviewed the updated Ordinance that was provided and made suggested changes to the Ordinance. Despite the above recommendation to address the opt out language in a separate Ordinance, I have not removed the opt out language from the Ordinance to not further delay the

needed changes related to the DROP terms. A Track Changes version and a Clean Copy of the Ordinance are uploaded to Agenda Quick. The Clean Copy is approved as to legal form and correctness, meaning it can be adopted, though the above recommendations remain from this Office.

The Clean Copy of the Ordinance and this Memorandum should be provided to the Board's attorney for review, comment, and approval on the Ordinance in final form. If any additional changes are made to the Ordinance, the Ordinance should be resubmitted for additional review 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.

From: Jared Sorensen
To: Linda Cox
Cc: Sara Hedges; DeVoshay Johnson; Johnna Morris
Subject: FW: PORF Ordinance
Date: Friday, June 6, 2025 11:35:03 AM
Attachments: image001.png
image003.png
image004.png
image005.png
image006.png
image007.png
image008.png

Linda:

Please see the email confirmation below that the PBA has no objections to the ordinance change.

Respectfully,

Jared Sorensen SHRM-SCP | Human Resources Manager | City of Fort Pierce
772.467.3764 • 100 North U.S. 1 Fort Pierce, FL 34950
Website | Facebook | Survey

THE SUNRISE CITY FORT PIERCE Florida

"To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work."

From: JJ Woolsey <jj@cfpba.us>
Sent: Friday, June 6, 2025 10:32 AM
To: Jared Sorensen <jsorensen@cityoffortpierce.com>
Subject: Re: PORF Ordinance

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.

Jared,

This email response will serve as written acknowledgement from the PBA Union that we have no objections to the ordinance.

Sent from JJ's iPhone

On Jun 5, 2025, at 2:36 PM, Jared Sorensen <jsorensen@cityoffortpierce.com> wrote:

JJ:

Please see the attached and the email thread below. Please confirm that the Union has no objections to moving forward with this ordinance.

Thanks,

Jared Sorensen SHRM-SCP | Human Resources Manager | City of Fort Pierce
772.467.3764 • 100 North U.S. 1 Fort Pierce, FL 34950
Website | Facebook | Survey

<image002.png>

"To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work."
<image003.gif>

<image004.png>

<image005.png>

<image006.png>

<image007.png>

<image008.png>

<image009.png>

From: Linda Cox <lcox@cityoffortpierce.com>
Sent: Thursday, June 5, 2025 1:46 PM
To: Jared Sorensen <jsorensen@cityoffortpierce.com>; Brian MacNaught <bmacnaught@fppd.org>
Subject: PORF Ordinance

Good afternoon Gentlemen!

Attached is the most recent and hopefully final version of the PORF ordinance. As previously requested, we are seeking written acknowledgement from the PBA Unions

that they have no objections to the ordinance. We would like to include this acknowledgement when this is submitted to the City Commission for consideration.

Have a great day!

Linda W. Cox, MBA, CMC, FCRM | City Clerk | City of Fort Pierce

City Clerk's Office
Phone: 772.467.3065 Fax: 772.467.3841 100 North U.S. 1 Fort Pierce, FL 34950



Website | Facebook | Survey

"To provide community leadership, quality public service, and a safe environment for all citizens, by an empowered team of employees motivated by pride in themselves and their work."

<PORF Ordinance Final Draft.docx>

P: 954.527.1616 | F: 954.525.0083 | www.grsconsulting.com

December 20, 2024

Ms. Bonni S. Jensen, Esq.
Klausner, Kaufman, Jensen & Levinson
7080 N.W. 4th Street
Plantation, Florida 33317

Re: City of Fort Pierce Police Officers' Retirement Trust Fund
No Current Actuarial Impact Statement for Proposed Ordinance

Dear Bonni:

We have reviewed the proposed ordinance for the City of Fort Pierce Police Officers' Retirement Trust Fund (Plan), which would amend Sections 2-388 and 2-397 of Article IV, Division 5 of the City of Fort Pierce, Florida Code of Ordinances. The proposed changes to the Police Plan are as follows:

- Revising the wording in Section 2-388 to clarify that 100% of the benefit amount accrued as of the date of disability is payable to employees who become totally and permanently disabled (rather than the lump sum accumulated).
- In Section 2-397, changing the maximum DROP participation period for all current and future DROP participants from 60 months to 72 months, and changing the maximum years of service including years of DROP participation from 30 years to 36 years.

It is our opinion that the proposed change to Section 2-388 is a clarifying amendment which will not change the way the Plan is currently interpreted or valued.

The proposed changes to the DROP provisions could modify retirement behavior (or average DROP entry timing). By itself, an increase in the maximum period of DROP participation from 5 years to 6 years may reduce the average service at DROP entry, as it could influence members to enter the DROP a little earlier than they otherwise would have, assuming such members want to stay in the DROP longer than 5 years and do not want to change their total career length. However, an extension of the latest possible time for members to exit the DROP (from 30 total years of service to 36 total years of service including years of DROP participation) could have an offsetting impact, as members who want to work longer than 30 years in total will now be able to work up to 6 additional years. An increase in the maximum total service from 30 years to 36 years, by itself, could increase the average service at DROP entry.

When members are in the DROP, they are considered to be retirees for valuation purposes. For most DROP retirees, monthly benefits are deposited into a self-directed investment account, so investment returns on DROP accounts do not materially affect the net assets of the Plan. For this reason, if the average length of DROP participation increases after the maximum DROP

participation period is extended, the net impact on the Plan's net investment returns (net of DROP accounts) will be minor and thus will not be expected to impact the Plan's required pension contributions or liabilities.

The current assumed retirement rates vary by age and completed years of service, and these rates were recently revised after the completion and adoption by the Board of an experience study. Under the updated rates, 60% to 80% of members under age 60 (and 100% at ages 60 or higher) are assumed to retire or enter the DROP after completion of 25 years of service. After completion of 26 years of service, 100% of all remaining members are assumed to retire or enter the DROP. The proposed DROP provision changes (particularly the change to allow members to remain in the DROP until they have a total of 36 years of service) may alter actual retirement experience going forward, but it is impossible to predict the magnitude of the change in retirement rates. The current assumption (that the majority of members will enter the DROP after completion of 25 years) is a conservative assumption, in that if more members delay entering the DROP until after completion of 25 years than expected, the cost/liability of the Plan could be lower than currently anticipated. As such, we advise not making changes to the retirement rates in response to this Ordinance until future experience justifies such a change. If no changes are initially made to the retirement rates as a result of this Ordinance, then there will be no immediate cost or liability impact.

Based on the above rationale, it is our opinion that this Ordinance will not have a current actuarial impact on the cost of the Plan. Therefore, a formal Actuarial Impact Statement is not required. However, we recommend you send a copy of this letter and the Ordinance to the Municipal Police Officers and Firefighters' Retirement Trust Funds Office and to the Bureau of Local Retirement Systems.

Peter N. Strong is a member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. The signing actuary is independent of the plan sponsor.

If there are any questions, please let us know.

Sincerely yours,

Peter N. Strong, FSA, EA, MAAA, FCA
Senior Consultant and Actuary

The above communication shall not be construed to provide tax advice, legal advice or investment advice.

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
AUG 0 1 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:

07/25/2025

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 07/25/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$144.32	
Tax Amount:	$0.00	
Payment Cost:	$144.32	
Order No:	11485206	# of Copies:
Customer No:	1126527	0
PO #:	LSAR0331862	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings, on Monday, August 4, 2025 and Monday, August 18, 2025 at their meetings which begin at 5:05 p.m., on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 25-022 - AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA CHAPTER 2, ADMINISTRATION, ARTICLE IV, OFFICERS AND EMPLOYEES, DIVISION 5, POLICE OFFICERS' RETIREMENT/PENSION FUNDS, SUBDIVISION II – POLICE OFFICERS' RETIREMENT TRUST FUND; BY AMENDING SECTION 2-381, DEFINITIONS AT THE DEFINITION OF POLICE OFFICER TO ALLOW THE POLICE CHIEF TO OPT OUT OF THE POLICE OFFICERS' RETIREMENT TRUST FUND PLAN; BY AMENDING SECTION 2-388, EMPLOYEE WITHDRAWAL FROM PLAN TO CORRECT AN INTERNAL INCONSISTENCY; AMENDING SECTION 2-397, DEFERRED RETIREMENT OPTION PLAN (DROP) TO INCREASE DROP PARTICIPATION PERIOD TO SIX YEARS TO MIRROR THE GENERAL EMPLOYEE PLAN; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

/s/ Linda W. Cox, City Clerk
July 25 2025
LSAR0331862

City Commission Regular Meeting - 5:05 PM **12. D.**

Meeting Date: 08/18/2025

Re: Voluntary Annexation - 1903 S. 37th Street

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 25-023 - Review and approval fo Voluntary Annexation by owner Troil South, LLC, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at 1903 S. 37th Street. The proposed City Future Land Use designation is General Commercial (GC) and Zoning classification of General Commercial (C-3). Parcel ID: 2417-331-0001-000-0.
FIRST READING

SUMMARY:

Project#: PZANN2025-00002
A voluntary application for annexation was submitted by applicant Giagrande Engineering & Planning on behalf of property owner, Troil South, LLC. The request is to annex Parcel ID: 2417-331-0001-000-0, located at 1903 S. 37th Street. The subject property has s St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County Zoning classification of Commercial Neighborhood (CN). The proposed City Future Land Use designation is General Commercial (GC) and Zoning classification of General Commercial (C-3).

RECOMMENDATION:

Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area.

Staff's recommendation is for the Planning Board to move the proposed annexation application for Approval to City Commission.

ALTERNATIVES:

1. Recommend approval with conditions
2. Recommend disapproval

RESPONSIBLE STAFF:

Kerry C. Driver - Senior Planner

COORDINATED WITH:

1. Technical Review Committee
2. Planning Board

Fiscal Impact

OTHER INFORMATION:
N/A

Attachments

Ordinance 25-023
Staff Presentation
Staff Report
Applicant File
Staff Supporting Documents
Public Notice
Legal Memo
Notice of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/30/2025 08:50 AM

Form Started By: Kerry Driver
Started On: 07/24/2025 12:12 PM
Final Approval Date: 07/30/2025

ORDINANCE NO. 25-023

AN **ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT 1903 S. 37th STREET AND SHOWN ON EXHIBIT A**; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE FORT PIERCE ZONING DESIGNATION; ESTABLISHING THE FORT PIERCE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFILICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the estimated population of the annexation is zero (0); and

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

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

WHEREAS, the City of Fort Pierce Planning Board, at their July 14th, 2025, meeting voted 5 to 5 recommend approval of the annexation; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation via certified mail to the St. Lucie County Administrator's Office on July 21, 2025, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on July 21, 2025, no fewer than ten (10) days prior to publishing or posting the ordinance notice.

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

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

a) Parcel ID: 2417-331-0001-000-0
LEGAL DESCRIPTION:

17 35 40 BEG AT NE COR OF SW 1/4 OF SW 1/4, TH RUN W 258.23 FT, TH SLY 120 FT, TH ELY TO E LI OF SW 1/4 OF SW 1/4, TH NLY TO POB (81)(0.63 AC) (OR 4077-2458)

Containing 0.63 acres (more or less)

Said property containing approximately 0.63 acres and being generally located at 1903 S. 37th Street, Fort Pierce, FL.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2026, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation of abrogation of the land's current Saint Lucie County Property Appraiser's tax classifications and exemptions.

SECTION 3. That upon this Ordinance becoming effective, the land herein described on Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned General Commercial (C-3) and assigned a Future Land Use Designation of General Commercial (GC), as depicted on Exhibit "B" attached hereto and incorporated herein.

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

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

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

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

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

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. **25-023** was duly advertised accordance with Section 171.044(2) of the Florida Statues by display advertising St. Lucie News Tribune on Sunday, August 3, 2025 and Sunday, August 17, 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 August 18, 2025; and was duly introduced, read by title only, and passed on second and final reading September 2, 2025; by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this **XX** day of ____ 2025.

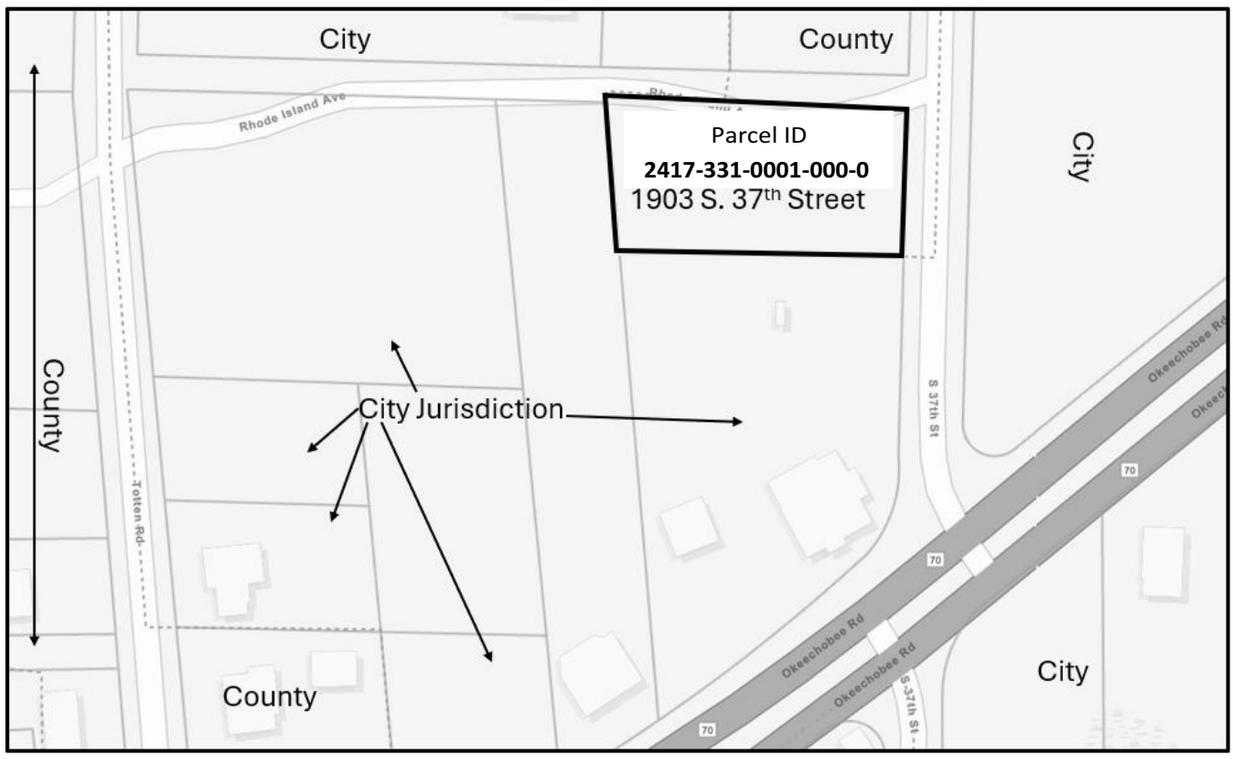
_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
City Clerk

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

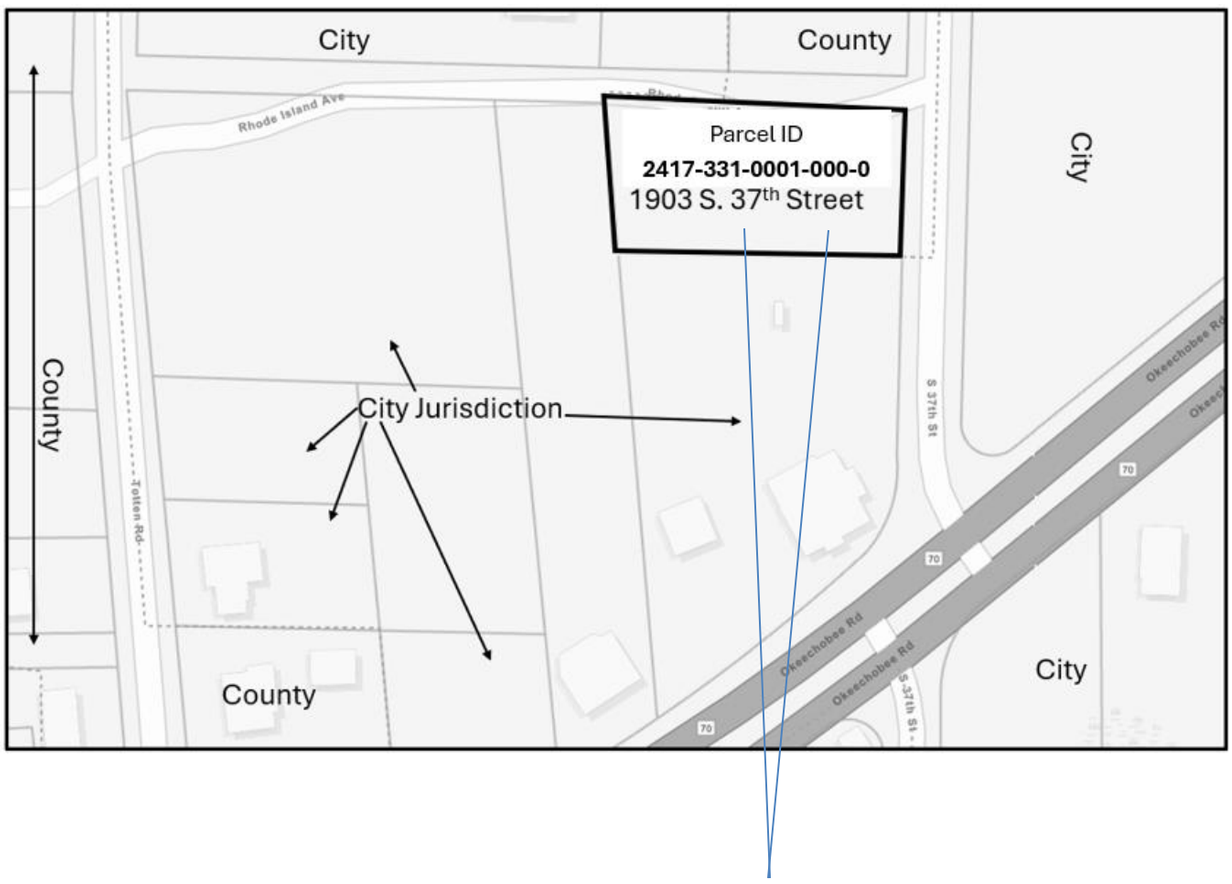


PARCEL: 2417-331-0001-000-0

17 35 40 BEG AT NE COR OF SW 1/4 OF SW 1/4, TH RUN W 258.23 FT, TH SLY 120 FT, TH ELY TO E LI OF SW 1/4 OF SW 1/4, TH NLY TO POB (81)(0.63 AC) (OR 4077-2458)

Said property containing 0.63 acres, more or less

EXHIBIT B
Zoning & Future Land Use Designation Assignment



ZONING DESIGNATION OF **GENERAL COMMERCIAL (C-3)** AND
LAND USE DESIGNATION OF **GENERAL COMMERICAL (GC)**

CITY OF FORT PIERCE

CITY COMMISSION

August 18, 2025

Annexation

1903 S. 37th Street

Parcel ID: 2417-331-0001-000-0

APPLICANT

Giangrande Engineering & Planning

PROPERTY OWNER(S)

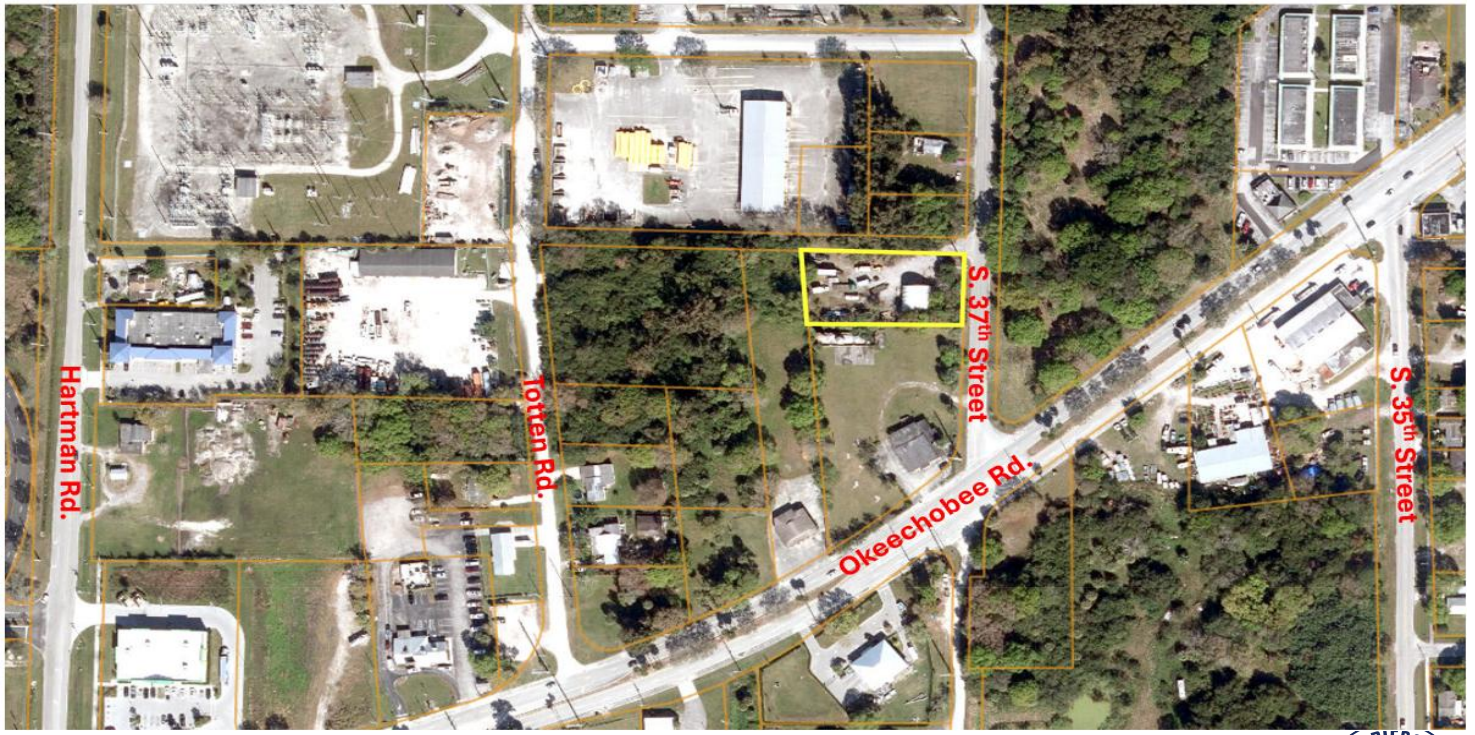
Troil South, LLC

PARCEL IDs:
2417-331-0001-000-0

SUMMARY

Request to review a Voluntary Application for Annexation for one (1) parcel of land at 1903 S. 37th Street.

SITE LOCATION/AREA = 0.63 +/- acres



CITY LIMITS



City Boundaries

1903 S. 37th Street ANNEXATION

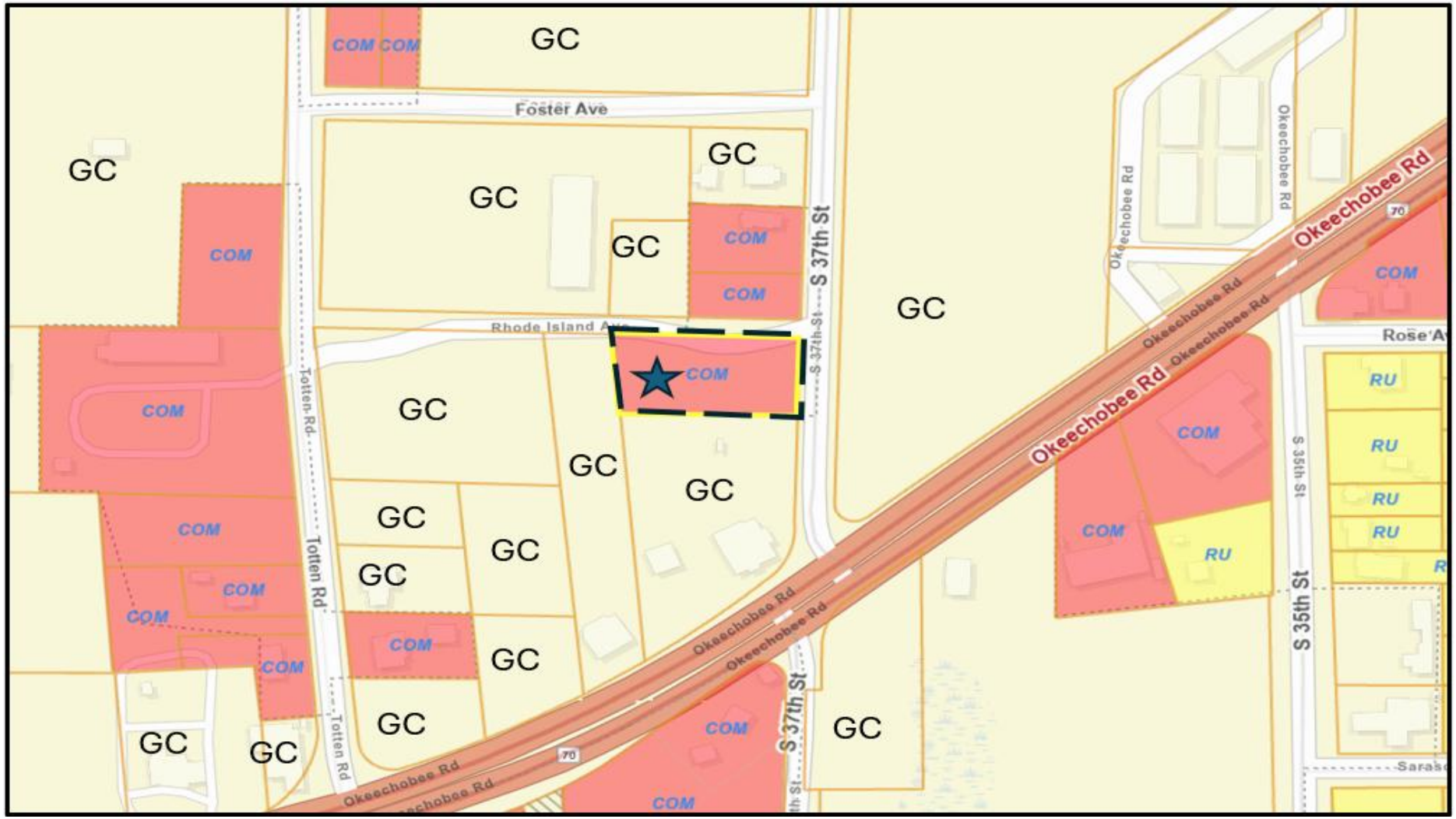
COMPREHENSIVE PLAN

Pursuant to Comprehensive Plan policy 1.11.5 “properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.” Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. Furthermore, pursuant to Chapter 171.046(1), F.S., whereas the Legislature recognizes that enclaves can create significant problems in planning, growth management, and service delivery, and therefore declares that it is the policy of the state to eliminate enclaves.

The current taxable value of the property is $34,991. Should the Application for Annexation be approved it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce if developed, depending on the millage rate per year, which currently is 6.9000.

EXISTING FUTURE LAND USE: County

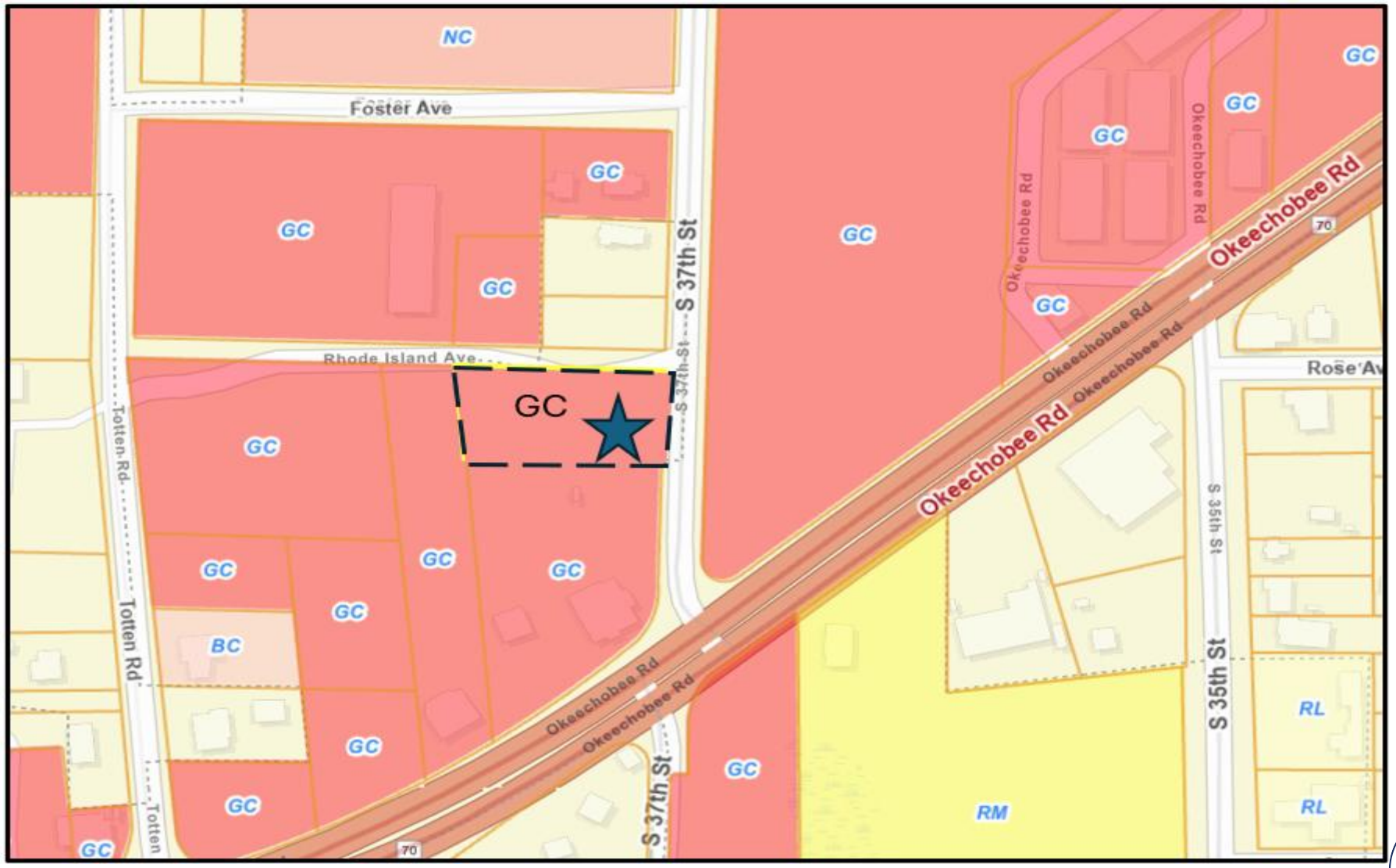
Current FLU: COM Commercial– (St. Lucie County)



1903 S. 37th Street ANNEXATION

PROPOSED FUTURE LAND USE: City

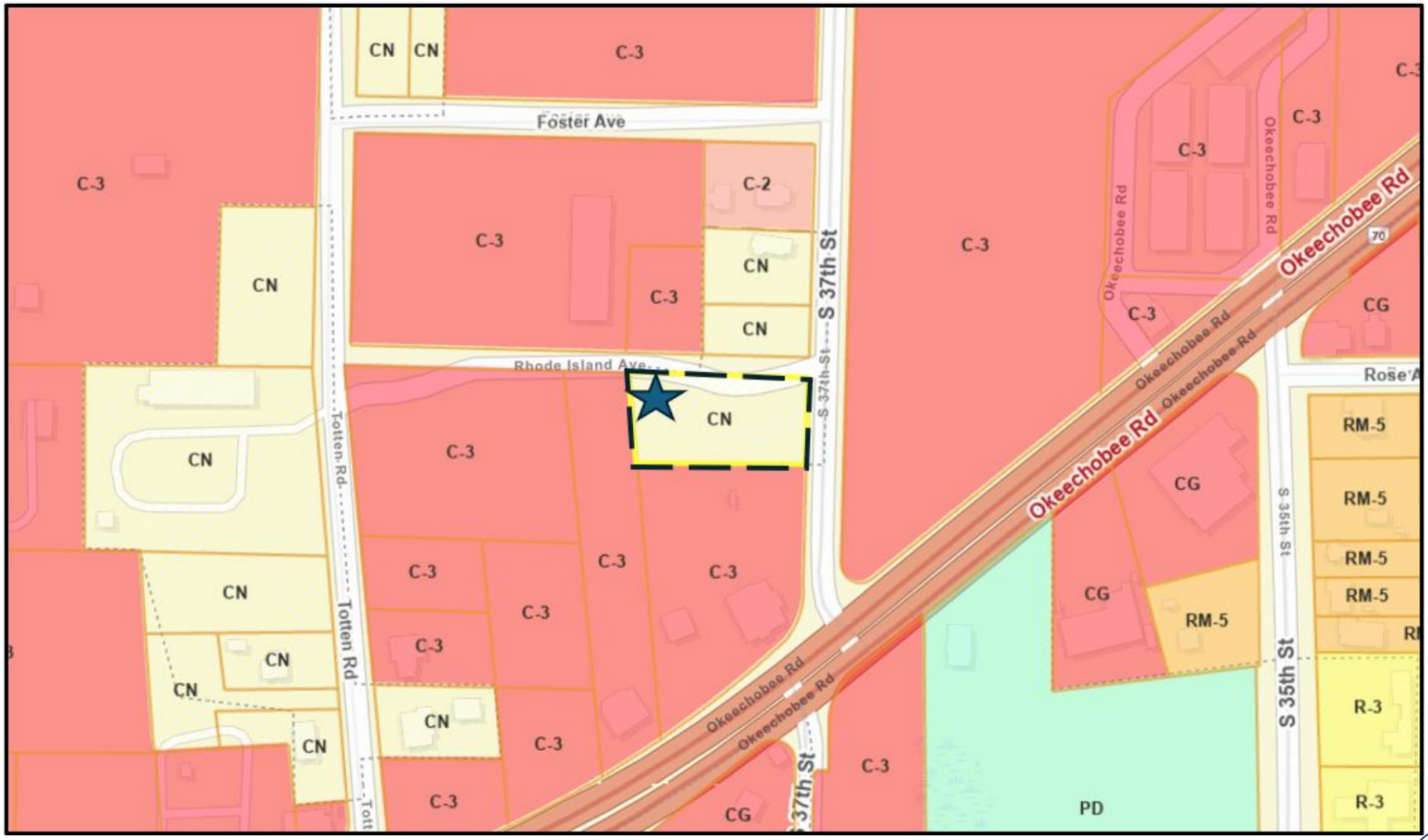
Proposed FLU: GC (General Commercial City of Fort Pierce)



1903 S. 37th Street ANNEXATION

EXISTING ZONING: County

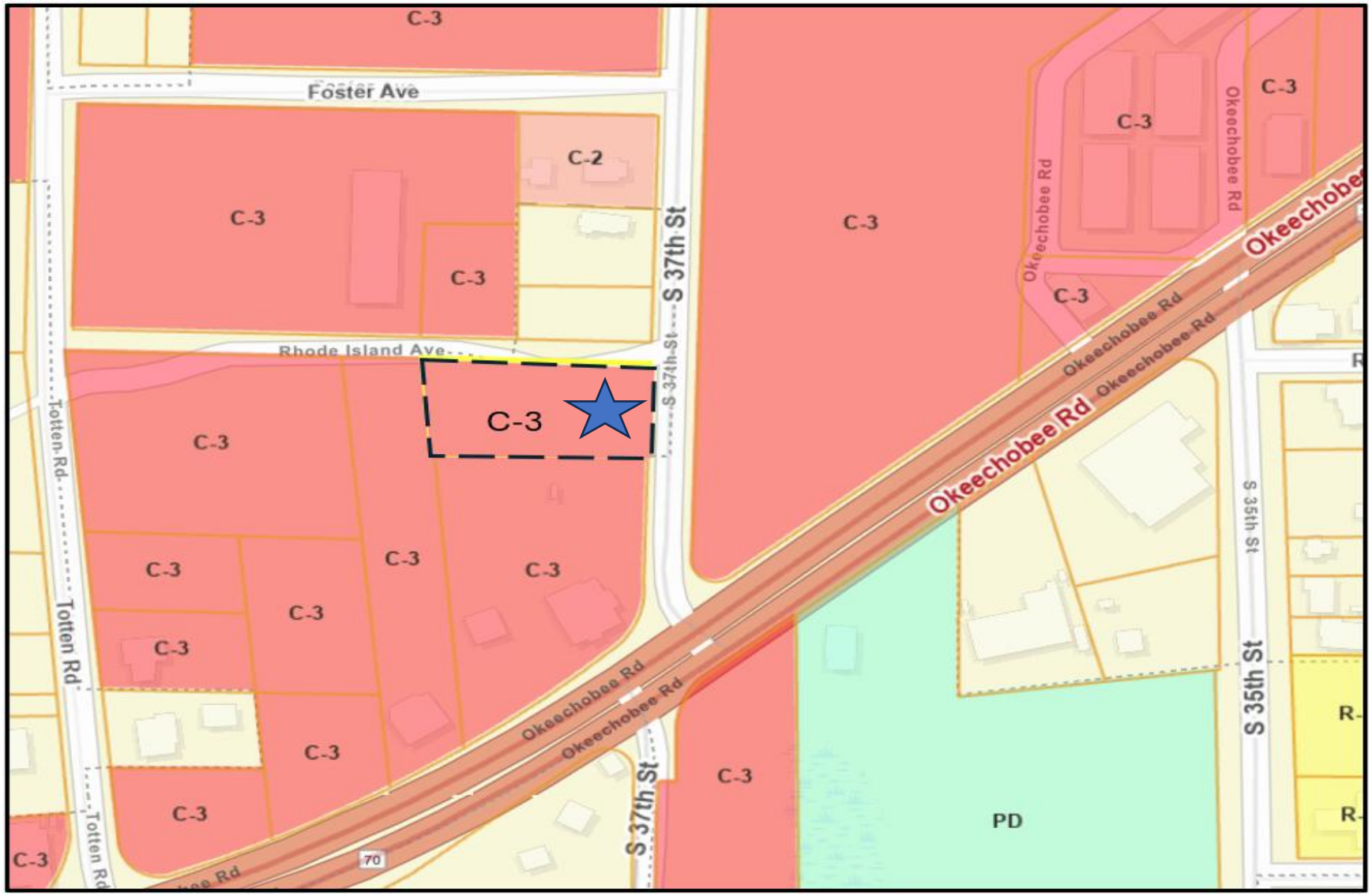
Currently Zoned: CN (Commercial Neighborhood (St. Lucie County)



1903 S. 37th Street ANNEXATION

PROPOSED ZONING: City

Proposed Zoning: G-3 (General Commercial - City of Fort Pierce)



1903 S. 37th Street ANNEXATION

FLU COMPARISON CHART

FLU COMPARISON -

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	0.63	27,442.8

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - COMMERCIAL (COM)	0	0	2.5	68,607.0 SQ.FT
PROPOSED	GENERAL COMMERCIAL (GC)	15	9	1.0	27,442.8 SQ.FT
	INCREASE / (DECREASE)		9		(41,164.2) SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

RECOMMENDATION

At the July 14, 2025, Planning Board meeting, the board voted unanimously to approve the annexation.

Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area.

Staff's recommendation is for the Planning Board to move the proposed annexation application for **Approval** to City Commission.

ALTERNATIVE RECOMMENDATIONS

1. Recommend Approval with conditions.

2. Recommend Disapproval.

CITY OF FORT PIERCE

CITY COMMISSION

August 18, 2025

Annexation

1903 S. 37th Street

Parcel ID: 2417-331-0001-000-0

EXISTING STRUCTURE



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Richard Chess, MBA, City Manager

THROUG: Kevin Freeman, Planning Director

FROM: Kerry C. Driver, Senior Planner

RE: **Application for Voluntary Annexation for Address: 1903 S. 37th Street Parcel ID: 2417-331-0001-000-0**

BOARD DATE: August 18, 2025

STAFF REPORT

Property Owner/ Applicants Brian Murphy
Troil South, LLC

Representative Jarrod Stern
Giangrande Engineering & Planning

Requested Action: Approval of a Voluntary Application for Annexation

Site Locations: 1903 S. 37th Street

Parcel ID: 2417-331-0001-000-0

Parcel Area: **0.63** acres

Current Future Land Use: Commercial (COM)

Current Zoning: Commercial, Neighborhood (CN)

Proposed Future Land Use: General Commercial (GC)

Proposed Zoning: General Commercial (G-3)

Utilities: FPUA

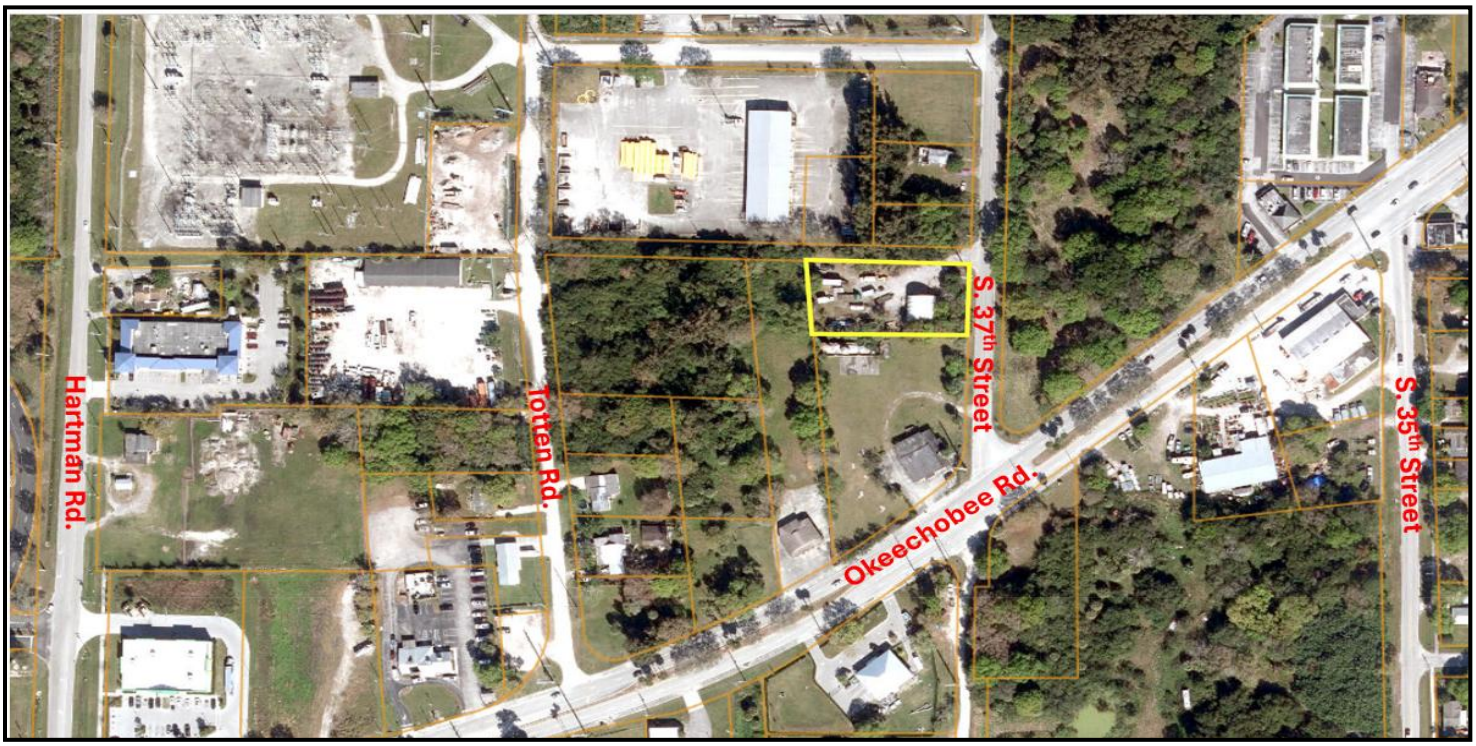
	North	East	South	West
Surrounding FLU:	COM	GC	GC	GC
Surrounding Zoning:	CN	C-3	C-3	C-3

Staff Analysis:

Request

This is a voluntary annexation on parcel ID: 2417-331-0001-000-0 Address: 1903 S. 37th St.

INSERT LOCATION MAP



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

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

The current taxable value of the property is $34,991. Should the Application for Annexation be approved, it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000. Currently the property has a dwelling structure.

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

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

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

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

The subject property is in an area that consists of properties that are within both the St. Lucie County and the City of Fort Pierce jurisdictions. The parcel abuts properties that are within the City limits. The annexation of the property would assist in the City's effort to eliminate jurisdictional irregularities along the City's boundary and provide more efficient public services. Furthermore, pursuant to Chapter 171.046(1), F.S., whereas the Legislature recognizes that enclaves can create significant problems in planning, growth management, and service delivery, and therefore declares that it is the policy of the state to eliminate enclaves.

Staff is requesting that the City of Fort Pierce Future Land Use and Zoning be modified to General Commercial (GC) and General Commercial (C-3), respectively, and the City's Comprehensive Plan. Therefore, the requested Future Land Use and Zoning Classifications of GC and C-3, respectively, would be consistent with Policy 1.11.5 and the City's Comprehensive Plan. Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of the annexation by mail to the St. Lucie County Administrator's and Attorney's office on July 15, 2025, no fewer than thirty (30) days prior to the first reading of these annexations by the City Commission. Notice by newspaper was submitted for Sunday's August 3rd and 17th, 2025 publication.

Technical Review Committee

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

Planning Board

The City of Fort Pierce Planning Board, at their July 14, 2025, meeting, voted 5 to 5 to recommend Approval of the annexation.

Staff Recommendation

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

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5422408 OR BOOK 5248 PAGE 676, Recorded 12/19/2024 08:02:59 AM Doc Tax: $6300.00

THIS INSTRUMENT PREPARED BY AND RETURN TO:
H. Randolph Klein, Esq.
Klein & Klein, LLC
40 SE 11th Avenue
Ocala, Florida 34471
Our File No.: **R2024262**
Property Appraisers Parcel Identification (Folio) Numbers: **2417-331-0010-000-6 and 2417-331-0001-000-0**
Florida Documentary Stamps in the amount of **$6,300.00** have been paid hereon.

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the 17th day of **December, 2024** by **TWELVE 28 LLC, a Florida limited liability company**, whose post office address is **5500 Orange Avenue, Fort Pierce, FL 34947,** herein called the Grantor, to **TROIL SOUTH, LLC, a Delaware limited liability company** whose post office address is **P.O. Box 419, Kingston, NJ 08528**, hereinafter called the Grantee:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the Grantor, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in **ST. LUCIE** County, State of Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to easements, restrictions and reservations of record, which are not intended to be reimposed hereby, and to taxes for the year 2025 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

x _____
Witness #1 Signature

x Frank. H. Fee III
Witness #1 Printed Name

x 426 Avenue A
Witness #1 Post Office Address

x Fort Pierce FL 34950
Witness #1 Post Office Address continued

x _____
Witness #2 Signature

x Lisa L. Bolton
Witness #2 Printed Name

x 426 Avenue A
Witness #2 Post Office Address

x Fort Pierce, FL 34950
Witness #2 Post Office Address continued

TWELVE 28 LLC, a Florida limited liability company

By:x _____
George Douglas Miller, its Manager

STATE OF FLORIDA

COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of physical presence this 17th day of December, 2024 by George Douglas Miller, the Manager of TWELVE 28 LLC, a Florida limited liability company, on behalf of the company. He is X personally known to me OR ____ produced personally known as identification.

SEALx

x _____
Notary Signature

x Lisa L. Bolton
Printed Notary Signature

My Commission Expires:**x**

LISA L. BOLTON
Commission # HH 592422
Expires November 3, 2028

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

BEGINNING at a point 25 feet West of the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 17, Township 35 South, Range 40 East; run thence West 233.23 feet to a concrete monument; thence Southerly parallel to Totten's Road, 523.5 feet, more or less, to the North right-of-way line of Okeechobee Road; thence Northeasterly along said right-of-way to a point 25 feet West of the East line of the said Southwest 1/4 of the Southwest 1/4; thence along a line parallel to and 25 feet West of the East line of the said Southwest 1/4 of the Southwest 1/4, 375.7 feet, more or less, to the POINT OF BEGINNING;

EXCEPTING THEREFROM THE FOLLOWING:

1. The North 100 feet thereof;
2. The South 20 feet of the North 120 feet thereof;
3. Tract described as: From the Northeast corner of the SW 1/4 of the SW 1/4 of Section 17, Township 35 South, Range 40 East, run West on the North line of SW 1/4 of the SW 1/4, 256.97 feet to the point of beginning; thence run Southerly parallel with Totten's Road 523.5 feet to the North boundary line of Okeechobee Road; thence run Southwesterly along said road 100 feet to a stake or pipe; thence run Northerly parallel to Totten's Road 585 feet to the North line of said SW 1/4 of the SW 1/4; thence run East 83.8 feet to the Point of Beginning.
4. Parcels thereof conveyed by Harry J. Kicliter and Ethel P. Kicliter to State of Florida for rights-of-way as described in Deed Book 236, page 398 and 399, Public Records of St. Lucie County, Florida.

PARCEL 2:

The North 120 feet of the following described property:

Beginning at the Northeast corner of the SW 1/4 of the SW 1/4 of Section 17, Township 35 South, Range 40 East, run West 256.97 feet more or less to a stake; thence Southerly parallel to Totten's Road 523.5 feet to the North line of the Okeechobee Road right of way; thence Northeasterly along said right of way to the East line of said SW 1/4 or SW 1/4; thence North along said East line 375.7 feet, more or less, to the point of beginning.

Except right of way now used for public roads.

BOUNDARY SURVEY

LEGAL DESCRIPTION:

THE NORTH 120 FEET OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE NORTHEAST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN WEST 256.97 FEET MORE OR LESS TO A STAKE; THENCE SOUTHERLY PARALLEL TO TOTTEN'S ROAD 523.5 FEET TO THE NORTH LINE OF THE OKEECHOBEE ROAD RIGHT OF WAY; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY TO THE EAST LINE OF SAID SW 1/4 OR SW 1/4; THENCE NORTH ALONG SAID EAST LINE 375.7 FEET, MORE OR LESS, TO THE POINT OF BEGINNING: EXCEPT RIGHT OF WAY NOW USED FOR PUBLIC ROADS. SUBJECT TO RESTRICTIONS, RESERVATIONS, LIMITATIONS, AND EASEMENTS OF RECORD, IF ANY; THIS REFERENCE TO SAID RESTRICTIONS SHALL NOT OPERATE TO REIMPOSE THE SAME, AND TAXES FOR THE CURRENT AND SUBSEQUENT YEARS. GRANTOR COVENANTS WITH GRANTEE THAT THE ABOVE DESCRIBED PROPERTY IS COMMERCIAL REAL PROPERTY AND IS NOT NOW, NOR HAS IT EVER BEEN, THE HOMESTEAD OF GRANTOR OR THE SPOUSE OF GRANTOR WHO LIVE ELSEWHERE IN ST. LUCIE COUNTY, FLORIDA.

BEGINNING AT A POINT 25 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST; RUN THENCE WEST 233.23 FEET TO A CONCRETE MONUMENT; THENCE SOUTHERLY PARALLEL TO TOTTEN'S ROAD, 523.5 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY TO A POINT 25 FEET WEST OF THE EAST LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE ALONG A LINE PARALLEL TO AND 25 FEET WEST OF THE EAST LINE OF THE SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, 375.7 FEET, MORE OR LESS, TO THE POINT OF BEGINNING; EXCEPTING THEREFROM THE FOLLOWING: 1. THE NORTH 100 FEET THEREOF; 2. THE SOUTH 20 FEET OF THE NORTH 120 FEET THEREOF; 3. TRACT DESCRIBED AS: FROM THE NORTHEAST CORNER OF THE SW 1/4 OF THE SW 1/4 OF SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, RUN WEST ON THE NORTH LINE OF SW 1/4 OF THE SW 1/4, 256.97 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTHERLY PARALLEL WITH TOTTEN'S ROAD 523.5 FEET TO THE NORTH BOUNDARY LINE OF OKEECHOBEE ROAD; THENCE RUN SOUTHWESTERLY ALONG SAID ROAD 100 FEET TO A STAKE OR PIPE; THENCE RUN NORTHERLY PARALLEL TO TOTTEN'S ROAD 585 FEET TO THE NORTH LINE OF SAID SW 1/4 OF THE SW1/4; THENCE RUN EAST 83.8 FEET TO THE POINT OF BEGINNING. 4. PARCELS THEREOF CONVEYED BY HARRY J. KICLITER AND ETHEL P. KICLITER TO STATE OF FLORIDA FOR RIGHTS-OF-WAY AS DESCRIBED IN DEED BOOK 236, PAGE 398 AND 399, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

COMMUNITY NUMBER: 120285
PANEL: 0186
SUFFIX: J
F.I.R.M. DATE:
FLOOD ZONE: X
FIELD WORK: 11/15/2024

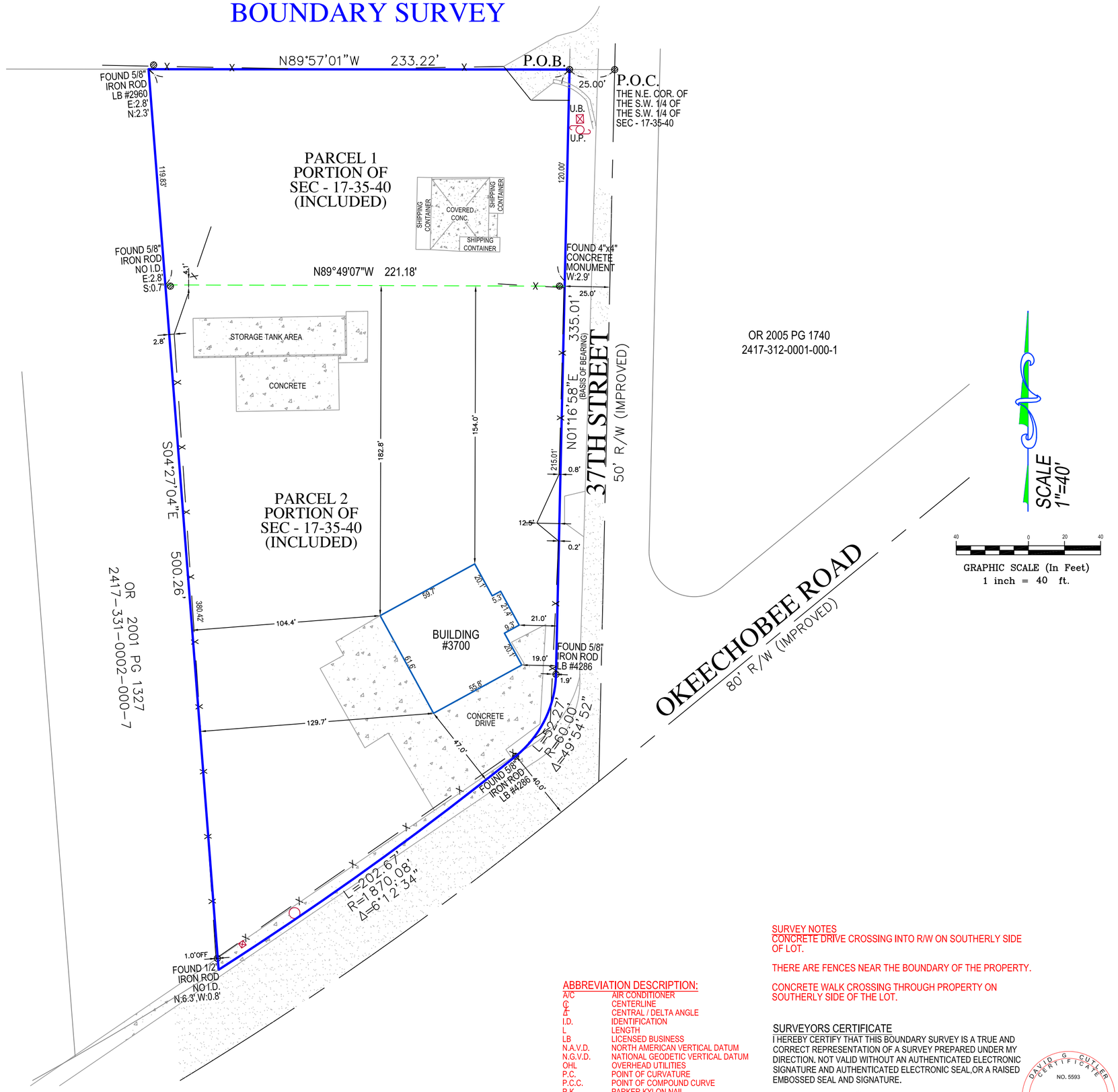
CERTIFIED TO:
TROIL SOUTH, LLC; CALIBER CONTRACTING, INC.

PROPERTY ADDRESS:
3700 OKEECHOBEE ROAD
FORT PIERCE, FL 34947

SURVEY NUMBER: 662054

SYMBOL DESCRIPTIONS:

= CATCH BASIN
= CENTERLINE ROAD
= COVERED AREA
= EXISTING ELEVATION
= HYDRANT
= MANHOLE
= METAL FENCE
= MISC. FENCE
= PROPERTY CORNER
= UTILITY BOX
= UTILITY POLE
= WATER METER
= WELL
= WOOD FENCE



REVISIONS:
1) LEGAL DESCRIPTION REVISED. . . 11-20-2024

ABBREVIATION DESCRIPTION:

A/C	AIR CONDITIONER
℄	CENTERLINE
Δ	CENTRAL / DELTA ANGLE
I.D.	IDENTIFICATION
L	LENGTH
LB	LICENSED BUSINESS
N.A.V.D.	NORTH AMERICAN VERTICAL DATUM
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
OHL	OVERHEAD UTILITIES
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVE
P-K	PARKER KYLON NAIL
P.R.C.	POINT OF REVERSE CURVE
PSM	PROFESSIONAL SURVEYOR MAPPER
P.T.	POINT OF TANGENCY
R	RADIAL / RADIUS
R/W	RIGHT OF WAY

SURVEY NOTES
CONCRETE DRIVE CROSSING INTO R/W ON SOUTHERLY SIDE OF LOT.

THERE ARE FENCES NEAR THE BOUNDARY OF THE PROPERTY.

CONCRETE WALK CROSSING THROUGH PROPERTY ON SOUTHERLY SIDE OF THE LOT.

SURVEYORS CERTIFICATE
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL,OR A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED) _____
DAVID G CUTLER
PROFESSIONAL SURVEYOR AND MAPPER #5593

DAVID G CUTLER CERTIFICATE NO. 5593 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

GENERAL NOTES:
1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
5) ONLY VISIBLE ENCROACHMENTS LOCATED.
6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
7) FENCE OWNERSHIP NOT DETERMINED.
8) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFRENCED TO N.A.V.D. 1988
9) THIS SURVEY HAS BEEN COMPLETED FOR A MORTGAGE TRANSACTION. ITS SCOPE IS LIMITED TO THE DETERMINATION OF TITLE DEFICIENCIES. NO DESIGN OR CONSTRUCTION SHALL BE BASED UPON THIS SURVEY WITHOUT APPROVAL FROM TARGET SURVEYING FIRM. TO THE EXTENT PERMITTED BY LAW, TARGET SURVEYING SHALL HAVE NO LIABILITIES FOR ERRORS RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSE.
10) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: http://targetsurveying.net

TARGET SURVEYING, LLC

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Jarrod Stern
Giangrande Engineering & Planning
710 SE Ocean Blvd.
Stuart, FL 34994

Subject: Annexation (PZANN2025-00002)
1903 S. 37th Street
Technical Review Committee comments **for June 26, 2025, TRC Meeting**

City of Fort Pierce Planning Department

1. The Planning Department has no objections to the annexation as the approval of the annexation will reduce the existing enclave.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Kerry Driver – Senior Planner

From : Selena Griffett, P.E.

Thru : Mark Zrallack, P.E. – City Engineer

Re : Annexation
1903 S 37th Street Parcel 2417-331-0001-000-0
PZANN2025-00002

Date : June 16, 2025

This is to advise you that we have completed the review of the following documents as received by this office on June 5, 2025:

- ☐ Development Permit Compliance Review
- ☐ Site Plan
- ☐ Conditional Use
- ☐ Permits
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☒ Other Annexation

Based on our reviews and appropriate site final inspection, we

- ☒ Recommend
- ☐ Do Not Recommend
- ☐ Site Plan Approval
- ☐ DPCR Approval
- ☒ Annexation

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

☐ See attached for comments

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\Addresses\1001 - 2000\1903 S 37 - PZANN2025-00002\Annexation 06162025\Annex 06162025.docx

PZANN2025-00002

JA

Jesse Almand<jalmand@slcfd.org>

Reply Reply all Forward

To: Kerry Driver

Mon 6/16/2025 2:44 PM

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.

SLCFD has no comments for this review.

Respectfully,

Jesse Almand 736
Lieutenant, Development/Site Planning Review
Saint Lucie County Fire District
Community Risk Reduction
(772) 621-3385

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

Technical Review Committee meeting

June 26, 2025

Case #: PZANN2025-00002

Planner: City of Ft. Pierce Planning Department.

Annexation.

1903 South 37th St, Ft. Pierce.

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

---

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

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

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

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

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

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

4. Any additional information the Commission may find useful.

FLU COMPARISON -

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	0.63	27,442.8

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - COMMERCIAL (COM)	0	0	2.5	68,607.0 SQ.FT
PROPOSED	GENERAL COMMERCIAL (GC)	15	9	1.0	27,442.8 SQ.FT
	INCREASE / (DECREASE)		9		(41,164.2) SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, JULY 14, 2025, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present:	Clayton Johnson; Justine Carter; Alexander Edwards; Ryan Collins; Nichelle Clemons, Chair
Absent:	Christopher Widing; Anton Kreisl
Staff Present:	Kev Freeman, Planning Director Vennis Gilmore, Senior Planner Kerry Driver, Senior Planner Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Mr. Kreisl and Mr. Widing were excused.

5. APPROVAL OF MINUTES

a. Minutes from the June 9, 2025 meeting

Motion was made by Ryan Collins, and seconded by Alexander Edwards to approve the minutes from the June 9, 2025 meeting.

AYE: Alexander Edwards, Ryan Collins, Justine Carter, Chair Nichelle Clemons, Clayton Johnson

Passed

6. NEW BUSINESS

a. **PZANN2025-00002**
Annexation
1903 S. 37th Street

Ms. Driver gave an overview of the application. She said the site area is approximately 63 acres and the taxable value of the property is $34,991. Ms. Driver stated the existing county Future Land Use is Commercial and the proposed Future Land Use is General Commercial. The existing county zoning is Commercial Neighborhood and the proposed zoning is General Commercial. Ms. Driver showed the Future Land Use comparison chart.

No one spoke for or against the application.

Motion was made by Justine Carter, and seconded by Alexander Edwards to forward a recommendation of approval of the proposed annexation to the City Commission.

AYE: Ryan Collins, Clayton Johnson, Justine Carter, Alexander Edwards, Chair Nichelle Clemons

Passed

b. **PZSITE2025-00027**
Major Site Plan Amendment
Kings Landing
Generally located at or near 322 North 2nd Street

Mr. Freeman gave an overview of the application. He said the application proposes a major amendment to a previously approved site plan of eight (8) parcels in respect of the Kings Landing development. Mr. Freeman noted that on February 7, 2022, the City replaced the site plan with an amended site plan through Ordinance 22-003. Mr. Freeman explained there have been changes to the development agreement and the potential developers of the property. He said the application is under time constraints through a development agreement. He noted the Historic Preservation Board and City Commission hearings have to take place before September 2025. Mr. Freeman stated the existing zoning is PD - Planned Development and the existing Future Land Use is CBD - Central Business District. He showed the original site plan and the amended site plan. Mr. Freeman said the revision to the site plan was formulated through a meeting with the applicant, developer, and a number of city departments. One of the main points of the staff was how to be efficient in the layout and how additional parking could be created on the property in excess of what was already being proposed. He said the amended site plan has one single spine through route from Indian River Drive to N. 2nd Street and the site became more efficient and allowed for the development of a larger capacity parking garage within the property.

Mr. Freeman showed the Kings Landing site data comparison. He explained that the townhomes have been removed and are being constructed individually. The site has been bifurcated into two. The changes to the site plan include a downsized restaurant, the hotel has gone from 140 to potentially 148 rooms, retail space has been upsized, parking has increased to 516 parking spaces, and a fitness area and meeting rooms have been added. Mr. Freeman said the landscape plan centers on creating a pedestrian-friendly welcoming through street and lots of landscaping around the property. Mr. Freeman highlighted that it is important that this part of the development complies with the latest development agreement and all the dates in the proposal line up with the

agreement. The phasing schedule has been lined up to meet the timeline. Mr. Freeman showed the architectural drawings. He noted there are outstanding comments from the Engineering department that the applicant is working on and will need to be resolved before the presentation to the City Commission. Mr. Freeman said the Historic Preservation Board will be looking more at the architecture. He is hoping the City Commission hearing will be in September 2025 with all the Engineering comments complied with.

Ms. Carter asked if there had been discussions about making it a better plan with pervious pavement. Mr. Freeman said the applicant is proposing large tracts of pervious stormwater treatment.

Mr. Collins asked if the hotel parking was on site or in the city's parking garage.

Chair Clemons asked for clarification on the parking garage being completed in phase 2 and the hotel being completed in phase 1.

Dave Baggett, applicant representative from Haley Ward, answered questions from the Board. He stated eco-friendly items are actively being incorporated into the project. Mr. Baggett said they are working with the Ferguson company, which uses a lot of innovative stormwater technology. He said the site never had a permanent stormwater management system when it was the FPUA power plant. He said they are landscaping wherever they can. More details will be available at the site work permit when the construction plans are approved and the Engineering comments are addressed.

Bill Ware from Live Oak Holdings, answered the question about phasing. He stated they have three (3) phases and the third phase is the lot on the west side of 2nd Street. In an ideal world, Mr. Ware said he would like to start phase two before phase one is completed, which means the parking garage and everything to the south has to be commenced shortly thereafter. In the meantime, they would have to use the lot on the west side of 2nd Street for any parking needs and construction activity if the hotel is completed before the garage is done.

Ms. Carter asked if the lot has enough space if the hotel was at full capacity.

Mr. Collins asked if the plan was for the hotel to use the parking on site. Mr. Ware said the top floor of the hotel will be dedicated to the hotel. Mr. Collins asked about the brand of the hotel. Mr. Ware stated the hotel will be a Marriot Tribute. Mr. Collins asked if there was a restaurant on site. Mr. Ware said there is a restaurant in the hotel and on the first floor of the building adjacent to the hotel will also be a restaurant space.

Perry Lloyd, resident, said palm trees don't help with shade. He said there are no real trees in the drawing and Moore's creek could be smelly.

Ms. Carter asked about the impact of the drainage going into Moore's Creek and if there is room for improvement in adding trees. Mr. Baggett stated the stormwater system will provide for treatment and attenuation and a permit is required by South Florida Water Management. He said the rendering is an architectural concept and the landscape plan outlines the species of trees.

Mr. Johnson noted the development has more landscaping than most projects. There are 54 trees and 225 palm trees, and they have been asked to remove some of the landscaping.

Motion was made by Justine Carter, and seconded by Clayton Johnson to approve Kings Landing Major Amendment to the Site Plan with the following being met prior to presentation to the City Commission:
A. All requirements of the City's Engineering Department have been met. TOGETHER with the following Conditions added to the Ordinance

1. The Kings Villas element of the site plan is not incorporated within this approved site plan reference 25-114 HD KING - WARE R11.DWG.
2. The Timetable of Development shall comply with the Third Amendment to the Amended and Restated Agreement for Development of King's Landing, such;
   - Phase 1 to be completed no later than July 11, 2028.
   - Phase 2 building permits or DPCR approval for must be complete by February 24, 2027. Construction commencement for Phase 2 no later than May 19, 2027, and completion of Phase 2 no later than May 29, 2029
   - Phase 3 building permit or DPCR approval for construction of Phase 3 no later than August 23, 2028, and construction commencement of Phase 3 no later than November 15, 2028. Construction completion of Phase 3 no later than November 13, 2029.
3. All required Roadway improvements (including sidewalks) shall be completed and approved in compliance with the Development Agreement.
4. A Plat shall be required prior to the application for building permits in respect of vertical construction.

AYE: Justine Carter, Alexander Edwards, Clayton Johnson, Chair Nichelle Clemons
NAY: Ryan Collins
Passed

c. **PZCON2025-00006**
Conditional Use with No New Construction
House of Peace Group Living Facility
2021 Sunrise Boulevard

Mr. Gilmore gave an overview of the application. He said the request is to operate a licensed Agency for Persons with Disabilities (APD) provider group home. Mr. Gilmore stated the site is approximately 19 acres with an existing Future Land Use of Office-Professional and Business Services (OP) and the zoning of Office Commercial (C-1). The property is a 1,650 square-foot, single-family, one-story, 1954 home with 4-bedrooms and 2-bathrooms. The home is primarily surrounded by residential uses; all single-family homes and three (3) commercial parcels. Mr. Gilmore said the site currently has a driveway that does not have the minimum required driveway width. He said the group home will accommodate a maximum of five (5) residents, ranging from 21 to 65 years old. The home is co-ed, housing both male and female residents. Mr. Gilmore said the House of Peace will employ four (4) full-time rotating staff members. Staff will work in rotating shifts to ensure 24/7 supervision and support. He stated transportation will be provided by the facility, including a dedicated transport van used to take residents to and from medical appointments, community activities, and other services. Mr. Gilmore said staff recommend approval with two (2) conditions.

LaShonda Roberts, applicant and owner, stated the group home is a great opportunity to help, and she is looking forward to providing the service.

Chair Clemons asked if the driveway extension had been completed. Ms. Roberts said she will complete the driveway once the application has been approved.

Perry Lloyd, a resident, said there are lots of group homes in the neighborhood and state law

requires a specific distance between them.

Lisa Kauffman, property owner to the north of the home, said she doesn't know who will be at the group home. She also noted the group home is close to an elementary school and the group home provides no advantages to the neighborhood. Ms. Kauffman said the future sale of her home might not be a possibility.

William Faitella, resident, said he lives in the house next door. He said there is an elementary school, an at-risk school and a middle school nearby. Mr. Faitella said he is not sure if the group home will be a house of recovery.

Ms. Roberts, applicant, said the facility is for persons with mental disabilities. The residents will not be able to drive and will only be escorted by staff. She also noted that the residents have no place to go, and they do not communicate with their families. Ms. Roberts said she works for the school district, and she would not put any students in jeopardy.

Mr. Collins asked if there is a precedent for this type of change for the city. Mr. Gilmore said the state preempted jurisdiction to allow for six (6) individuals in residential zoning districts. He explained the group home is in a commercial zoning district, which requires Conditional Use approval. Mr. Gilmore said if there is another group home in the alloted area, the state would not issue a license.

Motion was made by Alexander Edwards, and seconded by Justine Carter to forward a recommendation of approval to the City Commission with the following two (2) conditions:

1. Per City Code Section 125-316. – Access Control: Residential driveways shall be a minimum of 12 feet wide with a maximum of 26 feet wide. The driveway width must be extended to a minimum width of 12 feet.
2. Limit the number of vehicles parked to no more than two (2) vehicles at a time.

AYE: Alexander Edwards, Clayton Johnson, Justine Carter, Chair Nichelle Clemons
NAY: Ryan Collins
Passed

d. **PZCON2025-00003**
Conditional Use with No New Construction
Aspatria Institute College
1404 South 28th Street

Ms. Driver gave an overview of the application. The parcel is approximately 68 acres with a Future Land Use of General Commercial (GC) and zoning of General Commercial (C-3). Ms. Driver said the college is for students 17 to 55 years old and the college offers diploma programs and associate of science degrees. Ms. Driver provided the operation details for the college, and she said three (3) new trees are shown on the landscape plan.

Chair Clemons asked if there was an irrigation system.

Dr. Jose Garcia, President of Aspatria College, said they have been approved by the state for college classes. He said the main campus is in Jacksonville, Florida and the Fort Pierce location will be a satellite campus. Dr. Garcia said normally, on site, there will be six (6) to ten (10) students and a staff of about four (4). Most of the classes are online. He stated some of the students would use the lab on the campus and the clinical rotations would be through the affiliated clinics. Dr. Garcia said the associate degrees are also done online, and they will

visit the campus only to register. He concluded that the flow of individuals going to the site will be very limited.

Perry Lloyed, resident, stated the parking at the building is insufficient.

Mr. Johnson asked if there would be an issue with the residential neighborhood with the classes being held till 10:00 PM.

Ms. Carter asked for the maximum number of students on the campus at one time.

Mr. Collins asked if the parking was adequte.

Motion was made by Ryan Collins, and seconded by Clayton Johnson to forward a recommendation of approval to the City Commission with the two (2) conditions:

1. Sign permits should be applied for prior to the issuance of Certificate of Occupancy
2. A notarized Landscape Maintenance Agreement is due prior to the issuance of CO

AYE: Ryan Collins, Clayton Johnson, Justine Carter, Alexander Edwards, Chair Nichelle Clemons

Passed

e. **PZANN2025-00003**
Proposed Annexation Agreement Discussion - Ashley Capital
Several parcels, including 2314-801-0006-000-1
North of Pruitt Research Road and West of Kings Highway

Mr. Freeman said this is an annexation agreement with Ashley Capital, who is designing a development off of South Kings Highway in the county. The agreement is to bring it in to the city at a later time and essentially underwrite that it is acceptable among both parties, including the county. The development will be processed, planned and approved in the county and subsequently be brought into the city.

Lee Dobbins, attorney from the Dean Mead Law Firm, stated that in 2022, St. Lucie County put out an RFP to purchase part of the county's undeveloped land in the TCERDA business park. They were looking for an experienced developer that could come in to provide good-paying jobs. He said Ashley Capital has a good proven track record in order to be able to deliver on the county's goals of providing economic development and good-paying jobs. Mr. Dobbins provided the history of Ashley Capital. They are looking to develop a large commercial/industrial facility that is different from large warehouse facilities. Mr. Dobbins noted that Ashley Capital owns and operates their facilities. He said research showed St. Lucie County has a strong need for smaller bays that would be available for up-and-coming businesses. Mr. Dobbins stated that in October 2024, Ashley Capital and St. Lucie County entered into an option agreement. He said Ashley Capital has to do a Future Land Use Amendment, zoning change and get site plan approval. Mr. Dobbins explained that once Ashley Capital gets all the land development approvals, they will close on the property and move forward with developing it. He highlighted that there is a reverter clause in the option agreement that says if Ashley Capital does not meet timeframes in terms of build out, the county can call the property back. Mr Dobbins stated there was an interlocal agreement between the city, FPUA, St. Lucie county and TCERDA relating to annexations of properties on Kings Highway in 2010. He noted that in January 2025 the agreement was further amended. The annexation agreement provides the timeframe for the TCERDA properties on Kings Highway being annexed into the city. Mr. Dobbins said the property Ashley Capital is buying from the county is a part of that land and Ashley Capital has another

60 acres they already own that they bought from the school district, which is also part of this development. He said Ashley Capital wants to avoid delays in the development of the property. They are concerned that if the property or parts of the property get annexed mainstream that could create problems with them getting their approvals. Mr. Dobbins said they approached city staff to see if they could enter into an annexation agreement that would allow Ashley Capital to annex in phases. City staff were supportive of it and an agreement was drafted to accomplish that.

Chair Clemons asked why they do not want to annex and build into the city. Mr. Dobbins said this is a county deal and the county wants to control it. The county wants to make sure they are not going to close the property until they know they are getting what was promised. The option agreement provides that Ashley Capital has to go through the entire process with the county before they close. They are going forward with a Planned Non-Residential Development (PNRD) which is similar to the city's Planned Development, which would include conditions of approval, conditional uses, allowed uses, and site plan. The county wants something that fits within TCERDA.

Ms. Carter asked if the city had to annex the property after it was built and Mr. Collins asked why they wanted the property annexed into the city.

Mr. Freeman said the city would like to see it annexed because of jobs and tax revenue for the city. The infrastructure and bureaucratic work would have been completed by the county.

Mr. Dobbins said the interlocal agreement between the city and county provides that properties within this area could be annexed within the next two years.

Ms. Carter asked if that is a normal timeline for properties being annexed into the city. Ms. Carter asked if there were concerns at all about the different codes between the county and the city.

Mr. Freeman said properties in the county that hook up to city services, water and sewer become subject to an agreement where, if they ever become contiguous with the city, the city would annex the property. Mr. Freeman stated it was taken to the Technical Review Committee to ensure that, in the design process, the applicant and review teams would be cognizant of what the city would be looking for. Mr. Freeman noted it is a very important piece of the Kings Highway area in terms of job creation and setting out a design template and also encouraging this sort of development in this location.

Ms. Carter asked what size of businesses would be in the buildings.

Jill Marasa, Ashley Capital Director of Development for the Treasure Coast, and Ryan Bloss, Ashley Capital Director of Leasing, signed in. Ms. Marasa said the goal is to have a mid-size project from 4,000 square feet up to 200,000 square feet. Ms. Marasa said they are looking for high-quality jobs focusing on manufacturing, aviation, synergy with the airport, trade in the region and what IRSC is doing at the Eastman Workforce Center. She noted this would be the first "Class A" commerce park in unincorporated St. Lucie County and probably the first one in Fort Pierce. Ms. Marasa highlighted that Ashley Capital has high standards, and they build for the long term because they will be here for the long term, and it also allows them to attract the highest and best businesses.

Mr. Freeman said staff will be reporting on the comments from the Planning Board to the City Commission.

Mr. Collins said he thinks this is a good deal and Chair Clemons said this is a win-win for the city.

7. COMMENTS FROM THE PUBLIC

There were no comments from the public.

8. DIRECTOR'S REPORT

Mr. Freeman stated the city is moving forward with the review of the comprehensive plan. As part of that, there will be two comprehensive plan workshops on August 6, 2025, and October 9, 2025, between 5 and 7 PM, that will be hosted by the Treasure Coast Regional Planning Council. He said the Treasure Coast Regional Planning Council has been appointed to look at the update of the comprehensive plan, which is required by state statute. He said the Treasure Coast Regional Planning Council will be giving a presentation at the Planning Board meeting and the City Commission day meeting on September 8, 2025. Mr. Freeman said there will be a questionnaire on the city's website that people can respond to. He noted there will be an opportunity for city citizens and representatives to put forward their issues and recommendations.

Mr. Freeman said at the budget workshop on July 14, 2025, there was large discussion looking at potential cuts in departments to get funding for the police and public works as far as staffing and salaries. He said the budget situation will be rationalized this week, and it will be presented to the City Commission on July 21, 2025.

Mr. Freeman said the Causeway Cove application is going on behind the scenes. He stated he had a conference call last week to talk about the methodology the development would need to be used for the traffic impact statement. Mr. Freeman said the call was with FDOT, St. Luice County, TPO and the reviewing consultant. Mr. Freeman noted staff and external agencies will be ensuring the traffic impact statement meets the criteria. He said once that is agreed upon, the applicant will form an analysis, and it will go through the county to their consultant for their review. The city will see the results and decide whether it will be acceptable or what measures will be needed for whatever traffic and transportation concerns arise.

9. BOARD COMMENTS

There were no comments from the Board.

10. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Annexation – Address: 1903 S. 37th Street - Parcel ID: 2417-331-0001-000-0

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: August 3, 2025
August 17, 2025

NOTICE TO COUNTY: July 21, 2025

NOTICE BY MAIL: N / A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kerry C. Driver **TITLE:** Senior Planner

SIGNATURE: **DATE:** July 22, 2025

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	KERRY DRIVER, PLANNER, PLANNING DEPARTMENT
FROM:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	ANNEXATION - 1903 S. 37TH STREET - PARCEL ID: 2417-331-0001-000-0
CAO RLS FILE:	RLS 25-194
DATE:	JULY 18, 2025

I have reviewed the above Request for Legal Services (RLS) related to an Annexation Ordinance for 1903 S. 37th Street. I have made suggested changes to the document as follows:

1. The effective date of the tax roll has been changed to January 1, 2026 instead of the July 1, 2025 date that was included. Per the Property Appraiser's Office, properties annexed by June 1 of a year go on the current year's tax rolls effective January 1 of the current year. Properties annexed after June 1, must go on the next year's tax rolls, effective January 1 of the next year. This information has been correct before and provided to the Planning Department. Please ensure this is corrected moving forward in all Ordinances submitted for review. I have also attached the email from the Property Appraiser's Office explaining this breakdown. If there are any questions, please let me know.
2. I have corrected the title block to explain the zoning classification and future land use designation being established are a City of Fort Pierce classification and designation.
3. I have changed zoning classification to zoning designation in the title block from consistency with how that is titled throughout the rest of the Ordinance and its Exhibits.
4. I have included in Section 3 that the word "zoned".
5. I have capitalized "Ordinance" in Section 4.
6. I have removed the February and March advertisement dates that were included. If this Ordinance was advertised then, it must be readvertised due to the changes in the title block. The advertisement dates will need to be included prior to presentation to the City Commission.

Please note, the Exhibits do not include the Parcel ID on the maps that are included. In reviewing the prior Annexation Ordinances, this is done in all of the most recent Ordinances I reviewed. It is recommended this be reviewed with the Planning Director and changed, if he believes it should be.

The Annexation Ordinance has been uploaded to Agenda Quick in a Track Changes and Clean Copy format with suggested changes 1-6, above, incorporated. The Clean Copy is approved as to form and correctness. If the Parcel ID number is added to the Exhibits, that **does not** need to be resubmitted for further review, unless you wish this Office to do so.

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

Thank you.
SH

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of , 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:

08/03/2025, 08/17/2025

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 08/17/2025

Legal Clerk

Notary, State of WI, County of Brown

6/30/2029
My commission expires

Publication Cost:	$846.80	
Tax Amount:	$0.00	
Payment Cost:	$846.80	
Order No:	11536354	# of Copies:
Customer No:	1126026	1
PO #:		

THIS IS NOT AN INVOICE!

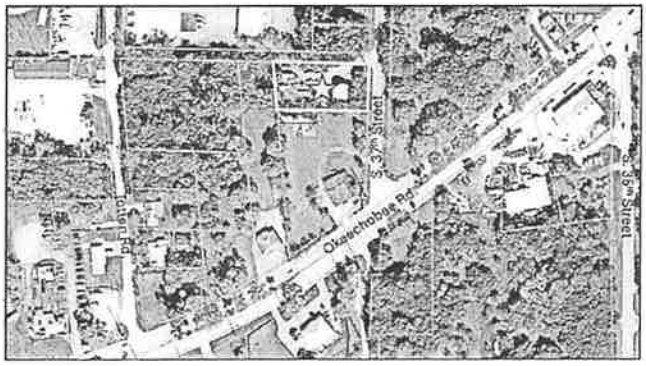
Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, August 18, 2025 and Tuesday, September 2, 2025 hold Public Hearings on the enactment of the following proposed annexation ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meetings which begin at 5:05 p.m., to consider review and approval of the following ordinance entitled:

AN **ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT 1903 S. 37th STREET AND SHOWN ON EXHIBIT A**; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE FORT PIERCE ZONING DESIGNATION; ESTABLISHING THE FORT PIERCE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFILICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.



All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

/s/ Linda W. Cox, City Clerk
Publish: 08/03/25 and 08/17/25

City Commission Regular Meeting - 5:05 PM **12. E.**

Meeting Date: 08/18/2025

Re: Proposed Ordinance 25-024, Mandatory Structural Inspections

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Legislative Hearing - Ordinance 25-024 Creating Chapter 103, Article XII Mandatory Structural Inspections for Condominium and Cooperative Buildings. FIRST READING

SUMMARY:

The Florida Legislature enacted mandatory structural inspections for condominium and cooperative buildings to ensure such buildings are safe for continued use. The proposed Ordinance adopts a timeframe to schedule or commence repairs following the receipt of a Phase Two Milestone Inspection Report, as required by Section 553.899(11), Florida Statutes.

RECOMMENDATION:

Staff recommends approval of proposed Ordinance 25-024 Creating Chapter 103, Article XII "MANDATORY STRUCTURAL INSPECTIONS FOR CONDOMINIUM AND COOPERATIVE BUILDINGS".

ALTERNATIVES:

Do not approve at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building
Shaun Coss, CFM, Asst. Director of Building

COORDINATED WITH:

Sara Heges, City Attorney

Fiscal Impact

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

OTHER INFORMATION:

NA

Attachments

City Attorney Memo

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	08/06/2025 03:30 PM
City Manager	Richard Chess	08/07/2025 11:19 AM

Form Started By: Shaun Coss
Started On: 08/06/2025 02:58 PM
Final Approval Date: 08/07/2025

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Shaun Coss, Assistant Director of Building, Building, Building Admin

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney *SH*

RE: Ord. 25-XXX MANDATORY STRUCTURAL INSPECTIONS FOR CONDOMINIUM AND COOPERATIVE BUILDINGS

CAO RLS FILE: 25-221

DATE: July 31, 2025

I have reviewed the above request for legal services related to the Ordinance concerning mandatory structural inspections for condominium and cooperative buildings. A redlined and clean copy of the Ordinance has been uploaded, and the clean copy is approved as to form and correctness.

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

Thank you.

ORDINANCE NO. 25-024

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; **CREATING CHAPTER 103 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE XII – MANDATORY STRUCTURAL INSPECTIONS FOR CONDOMINIUM AND COOPERATIVE BUILDINGS, SECTIONS 103-425 – 103-449**; **PROVIDING FOR A TITLE IN SECTION 103-425**; **PROVIDING FOR APPLICABILITY IN SECTION 103-426**; **PROVIDING FOR DEFINITIONS IN SECTION 103-427**; **PROVIDING FOR A TIMEFRAME TO SCHEDULE OR COMMENCE REPAIRS FOLLOWING RECEIPT OF A PHASE TWO INSPECTION REPORT IN SECTION 103-428**; **PROVIDING FOR ENFORCEMENT IN SECTION 103-429**; **PROVIDING FOR RESERVATION OF SECTIONS 103-430 – 103-449**; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted mandatory structural inspections for condominium and cooperative buildings to ensure such buildings are safe for continued use; and

WHEREAS, section 553.899(11)(2025), Florida Statutes, requires municipalities to adopt an ordinance requiring that a condominium or cooperative association and any other owner subject to section 553.899, Florida Statutes schedule or commence repairs for substantial structural deterioration within a specified timeframe.

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

SECTION 1. Chapter 103 – Buildings and Building Regulations, Article XII – Mandatory Structural Inspections for Condominium and Cooperative Buildings, Section 103-425 - Title of the Code of Ordinances of the City of Fort Pierce, is hereby created and adopted as follows:

Article XII. – MANDATORY STRUCTURAL INSPECTIONS FOR CONDOMINIUM AND COOPERATIVE BUILDINGS

Sec. 103-425. – Title.

This article shall be known as “Mandatory Structural Inspections for Condominium and Cooperative Buildings”.

Sec. 103-426. – Applicability.

The provisions of section 553.899, Florida Statutes and Chapter 1 of the Florida Building Code shall be applicable as a standard in the City. Every condominium and cooperative building subject to the provisions of section 553.899, Florida Statutes and Chapter 1 of the Florida Building Code shall comply with the provisions set forth herein.

Sec. 103-427. – Definitions.

Words, terms and phrases, when used in this article, shall have the meanings ascribed to them in section 553.899, Florida Statutes and chapter 1 of the Florida Building Code, except where the context clearly indicates a different meaning

Sec. 103-428. – Timeframe.

A condominium or cooperative association and any other owner that is subject to this section shall schedule or commence repairs for substantial structural deterioration within 365 days after the city receives a phase two inspection report. If an owner of the building fails to submit proof to the city that repairs have been scheduled or have

commenced for substantial structural deterioration identified in a phase two inspection report within such timeframe, the city must review and determine if the building is unsafe for human occupancy.

Sec. 103-429. – Enforcement.

This article shall be enforceable in the same manner as any other ordinances or laws of the city, as provided elsewhere in this Code, or as otherwise provided by law.

Secs. 103-430 – 103-449. – Reserved.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 3. This ordinance is and the same shall become effective immediately upon final passage hereof.

SECTION 4. If any provision of this Ordinance is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this article, which shall be deemed separate, distinct and independent provisions to the fullest extent possible.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Sara K. Hedges
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 25-024 was duly advertised by title only in the St. Lucie News Tribune on XXXX; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on Monday, August 18, 2025; and was duly introduced, read by title only, and passed on second and final reading on Tuesday, September 2, 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.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

City Commission Regular Meeting - 5:05 PM **13. A.**

Meeting Date: 08/18/2025

Re:

SUBJECT:

Resolution 25-R61 appointing members to serve on the Fort Pierce Youth Council.

SUMMARY:

Reese Adams and Janessa Diaz appointments are set to expire August 31, 2025. They both wish to remain on the Youth Council.

RECOMMENDATION:

Appoint applicants.

ALTERNATIVES:

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Audria Moore, Special Projects Coordinator

Attachments

Resolution

Form Review

Form Started By: Tina Rel Started On: 08/06/2025 12:52 PM

Final Approval Date: 08/06/2025

RESOLUTION NO. 25-R61

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE YOUTH ADVISORY COUNCIL;** PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed/reappointed by the City Commission to serve as members of the Youth Advisory Council which was established via Resolution No. 19-R43 and amended via Resolution No. 20-R10; said terms to commence upon adoption of this resolution and to expire as indicated below, or when a successor has been duly appointed.

Name	Appointed by:	Term Expires
Reese Adams	at-large	August 31, 2027
Janessa Diaz	at-large	August 31, 2027

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 18th day of August, 2025.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES, CITY ATTORNEY

City Commission Regular Meeting - 5:05 PM **13. B.**

Meeting Date: 08/18/2025

Re: Resolution Adopting Updated Solid Waste Administrative Guidelines and Schedule of Fees for the Collection and Disposal of Garbage and Trash

Submitted For: Jason Atkinson, Director of Public Works, Public Works

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SUBJECT:

Resolution 25-R62 Adopting Updated Solid Waste Administrative Guidelines Approving the Schedule of Fees for the Collection and Disposal of Garbage and Trash

SUMMARY:

During the City Commission Budget Workshop on July 14th, the Commission expressed interest in increasing solid waste collection rates to address the operational needs and service demands identified by the Public Works Director. Therefore, the attached resolution contains revised rates and guidelines that will assist with meeting operational needs such as fuel costs, disposal fees, equipment purchases, maintenance costs and personnel. The approval of these new fees will play a crucial role in shaping the Solid Waste Division's budget for the 2025-2026 Fiscal Year.

RECOMMENDATION:

Approval of the resolution

ALTERNATIVES:

Staff will proceed as directed by the City Commission

RESPONSIBLE STAFF:

Jason Atkinson, Public Works Director
LeRoy Lewis, Solid Waste Division Manager
Marsha Commond, Special Projects Coordinator

COORDINATED WITH:

Sara Hedges, City Attorney
Felicia Holloman, Assistant City Attorney
Johnna Morris, Finance Director

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Presentation Slides
25-R62 Resolution

25-R62 Exhibit A
Redlined Resolution
2023 Solid Waste Rate Study Presentation Slides
RLS Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	08/07/2025 11:19 AM

Form Started By: Marsha Commond
Started On: 08/06/2025 11:23 AM
Final Approval Date: 08/07/2025

Public Works Department

Solid Waste Proposed Guidelines & Rate Changes



Presented By:
Jason Atkinson, Public Works Director
LeRoy Lewis, Solid Waste Division Manager

City's Strategic Goal - Beautify Our Community

Operational Goal

Our goal is to deliver exceptional services to the community by offering friendly, prompt, and efficient solid waste collection and disposal services. This not only improves the community's appearance but also safeguards the environment.

Solid Waste at a Glance

Customer Accounts:

Residential: 13,910
Commercial: 1,400

Operational Hours

Residential: 5 days/week
Commercial: 6 days/week

Land Coverage

23.79 square miles

Core Team

21 Drivers
Foreman & Lead Drivers
Administrative Staff & Customer Support
Maintenance & Repair Technicians
Diesel Mechanics

Key Challenges

- Rising costs of equipment, truck repairs and landfill fees.
- Trucks have exceeded their useful lifespan and require replacement. The average lifespan of a refuse truck is five years, a threshold that the current fleet has now surpassed (e.g. Grapple Trucks, Side Loaders and Front Loaders).
- Rising demand in services as the City experiences continual growth.
- Illegal dumping and excess garbage, yard and bulk pickups unaccounted for in the current fee schedule.





Background

2023 Solid Waste Rate Study

Kessler Consultng, Inc. Key Points:

No rate increase from 2016-2023

Expenses exceed revenue in next 5 years, significant fund deficit projected

Recommended 5-year incremental increase projection (2024-2028) for residential and commercial rates.

2025 Solid Waste Analysis

Solid Waste Rate Increase in FY 23/24 but no increase for FY 24/25.

Current Solid Waste Guidelines and the Fee Schedule does not adequately address actual operational costs.

2023 Rate Study does not sufficiently account for inflation. The CPI used (3% - 3.5%) is lower than the national average for garbage and trash collection today, which is an estimated +6% (Bureau of Labor Statistics).

Currently, expenses are expected to exceed revenue if annual incremental increases are not applied.

State statute requires an annual assessment of fees.

Residential Solid Waste Collection Rate Comparison

City	Population	Monthly Price	Garbage Qty	Recycle Qty	Yard Waste Qty	Bulk Qty	Additional
Deerfield	87,325	$25.10	2/week	N/A	1/week	1/week	Bulk charged after 6 cubic yards
Ocala	70,251	$26.18	1/week	1/week	1/week	1/week	$33.00 per 5 cubic yards
Fort Pierce	48,094	$29.04	2/week	1/week	1/week	1/ week	N/A
Unincorporated St. Lucie County	78,846	$32.03	1/week	1/week	1/week	1/month	Garbage, yard, bulk waste over size limit requires customers to hire private hauler/rent dumpsters
Port St. Lucie	270,491	$37.20	1/week	1/week	1/week	1/month	$18.50 per cubic yards for additional pickups
Hallandale	41,819	$37.87	1/week	1/week	1/month	1/month	Bulk charged after 6 cubic yards
Tampa	413,657	$38.23	2/week	1/week	1/week	1/month	$17.26 per cubic yard over size limit
Hollywood	154,563	$47.00	2/ week	1/week	1/week	1/month	$50 per cubic yard over the size limit
Fort Lauderdale	185,163	$49.99	2/week	1/week	1/week	1/month	N/A

Note: Direct comparison is cautioned due to community-specific factors, rates may not reflect actual cost. St. Lucie County may raise their monthly rate to $38.66 (20% increase).

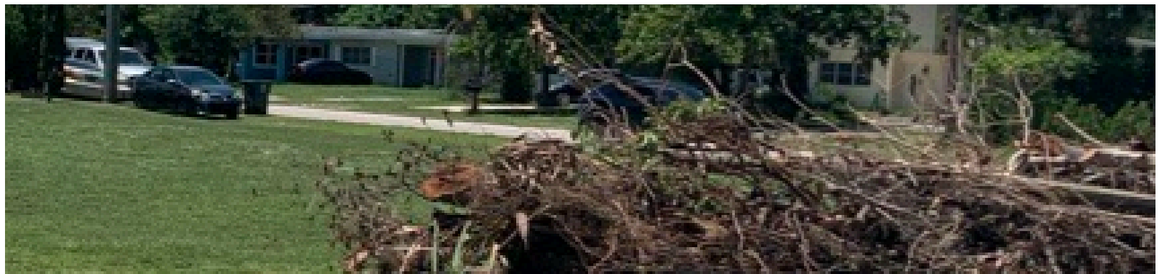




RESIDENTIAL
YARD & BULK WASTE COLLECTION
(Staff Photos)








Proposed Residential Waste Collection Rates

Residential Monthly Rate

Collection Service	Current Fee	Proposed Fee
Trash	$18.33	$21.46
Yard Waste	$7.13	$8.35
Recycling	$3.58	$4.19
Total	**$29.04**	**$34**

17% Increase

Multi-Family Monthly Rate

Collection Service	Current Fee	Proposed Fee
Trash & Recycling	$22.98	**$28**

Option for Enhanced Service by Way of an Additional Container or Containers.

Garbage Service For More than One Green Garbage Container: Fee per month per container.

Current Fee:	**Proposed Fee:**
$18.33	$21.44

Proposed Fees for Residential Excess Uncontainerized Yard and Bulk Waste & Tire Pickups

Excess Yard and Bulk Waste Pickup

Collection Service	Current Schedule	Future Proposed Schedule	Current Fee	Proposed Fee
Yard	Weekly	Bi-weekly (alternate w/ Bulk PU)	1-5cy = $57.13 5-10cy = $114.26 10-15cy = $171.39 15-20cy = $228.52	+4cy = $6/cy
Bulk	Weekly	Bi-weekly (alternate w/ Yard PU)	1-5cy = $57.13 5-10cy = $114.26 10-15cy = $171.39 15-20cy = $228.52	+2cy = $10/cy

For yard waste, 4cy is included in service. For bulk waste, 2cy is included in the service.

Tire Pickup

Current

$63.48 per pickup, not to exceed 4 tires.

Proposed

May schedule an appointment. $3/passenger vehicle tire. $5/truck tire. “Non-apppointment” pickups: $6/passenger tire, $10/truck tire.

Proposed Commercial Waste Collection Rates

Commercial Rate Increase of 20%

Current and Proposed (New) Dumpster & Compactor Collection Rates

Days Per Week	2 Cubic Yards	New Rate	4 Cubic Yards	New Rate	6 Cubic Yards	New Rate	8 Cubic Yards	New Rate
1	$91.33	$109.60	$157.34	$188.81	$209.93	$251.92	$252.83	$303.40
2	$166.03	$199.24	$286.57	$343.88	$382.87	$459.44	$461.74	$554.09
3	$249.04	$298.85	$429.85	$515.82	$574.29	$689.15	$692.62	$831.14
4	$332.06	$398.47	$573.15	$687.78	$751.92	$902.30	$923.52	$1,108.22
5	$415.09	$498.11	$716.43	$859.72	$957.18	$1,148.62	$1,154.40	$1,385.28
6	$498.09	$597.71	$859.72	$1,031.66	$1,148.64	$1,378.37	$1,385.25	$1,662.30
Revenue	$1,751.64	$2,101.97	$3,023.06	$3,627.67	$4,024.83	$4,829.80	$4,870.36	$5,844.43

Charges for Emptying More Often Than Scheduled

Current

$9.74 per cy with a minimum charge of $26.13 per pickup.

Proposed

$11.68 per cy with a minimum charge of $31.36 per pickup.

Commercial Customer



Monthly Commercial Toter/Cart Rate

Services

Garbage Collection - 2x /week
Trash (Yard & Bulk) Collection - 1x /week

Current Fee	Proposed Fee
$31.75	$38.10

Commercial & Residential
Current & Projected Revenue

Residential

Fiscal Year 2025

Services	Current Fees	Monthly Revenue	Annual Revenue
Trash	$18.33	$254,970	$3,059,644
Recycling	$3.58	$49,798	$597,574
Yard Debris	$7.13	$99,178	$1,190,140
Total	$29.04	$403,946	$4,847,357

Fiscal Year 2026

Services	Proposed Fees	Monthly Revenue	Annual Revenue (17% increase)
Trash	$21.46	$298,519	$3,582,227
Recycling	$4.19	$58,303	$699,639
Yard Debris	$8.35	$116,118	$1,393,414
Total	$34.00	$472,940	$5,675,280

+$827,923

Commercial

	Fiscal Year 2025		Fiscal Year 2026
Services	Current Monthly Revenue	Current Annual Revenue	Annual Revenue (20% Increase)
Trash, Yard, Dumpster, and other charges	$468,163	$5,617,955	$6,741,546

+$1,123,588

2024-2025 Solid Waste Operational Achievements

Then

50% Employee Retention

Now

95% Employee Retention

Then

Truck Repair Turn around Time - 1 Week

Now

Truck Repair Turn around Time - 1.5 days

Then

70% Route Completion Rate

Now

100% Route Completion Rate

FORT PIERCE, FL
THE SUNRISE CITY

Future Plan

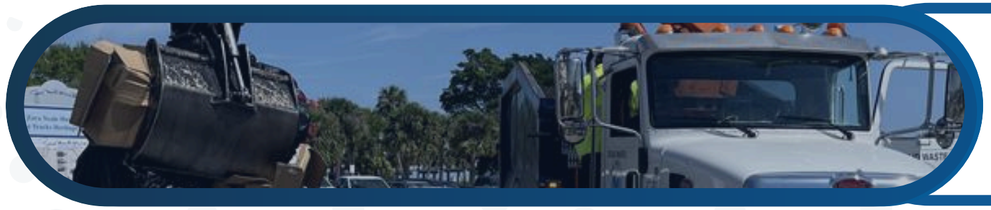
2025-2026 Fiscal Year Improvements



Hire two full-time mechanics for the evening shift to achieve under 24-hour turnaround time.



Implementation of customer satisfaction surveys and improve customer response time.



Revising the ordinance to include approved fees, enhance cleanliness and provide better service delivery.



Implementation of Capital Improvement Plan (e.g. purchase of spare trucks, downtown cleanup crew, temp. employees for grapple truck support).



Questions or Comments?

RESOLUTION NO. 25-R62

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ADOPTING UPDATED SOLID WASTE ADMINISTRATIVE GUIDELINES AND APPROVING THE SCHEDULE OF FEES FOR COLLECTION AND DISPOSAL OF GARBAGE AND TRASH TO REMOVE SECTIONS RELATED TO YARD TRASH AND RESIDENTIAL RECYCLING, INCREASE FEES, CHARGE YARD AND BULK WASTE COLLECTION COST BY WEIGHT, AND CHARGE TIRE PICKUP BASED ON APPOINTMENT AND TYPE** IN ACCORDANCE WITH SECTION 30-33 OF THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 30-33 of the Code of Ordinances of the City of Fort Pierce, Florida states that "[a]ll fees due and payable to the city for services rendered in the collection and disposal of garbage and trash and for the availability of service for the collection and disposal of garbage and trash shall be in the amount established by resolution"; and

WHEREAS, on August 21, 2017, the City Commission of the City of Fort Pierce adopted Resolution No. 17-R28 amending the Solid Waste Administrative Guidelines; and

WHEREAS, on September 5, 2023, the City Commission approved Resolution No. 23-R48, reassessing and amending the Solid Waste Administrative Guidelines. However, calculation errors were subsequently discovered necessitating revisions; and

WHEREAS, on September 18, 2023, the City Commission approved Resolution No. 23-R51 with the amended Solid Waste Administrative Guidelines; and

WHEREAS, the fees for solid waste collection services have not been addressed since 2023 despite the increase in costs for the City to provide such services; and

WHEREAS, on July 14, 2025, the Public Works Department addressed the need for adjustments to the fee schedule to better address the current demands for solid waste collection services with the City Commission; and

WHEREAS, the fee schedule has been updated to align with new pricing that will assist in meeting operational needs such as fuel costs, disposal fees, equipment purchases, maintenance costs, and personnel; and

WHEREAS, the City desires to include the residential recycling fee within the residential garbage collection fee to charge one rate of thirty-four dollars for both; and

WHEREAS, yard waste, bulk waste, and tire pickup fees are in need of adjustment to align with the cost associated with providing these collection services.

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

SECTION 1. The City Commission does hereby adopt and ratify the **Solid Waste Administrative Guidelines** and the fees incorporated therein for collection and disposal of garbage and trash, as set out and attached in Exhibit "A".

SECTION 2. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4. This Resolution shall become effective October 01, 2025.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 18th day of August, 2025.

_____
LINDA HUDSON, MAYOR
COMMISSIONER

ATTEST:

_____
LINDA COX, CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS

_____
SARA HEDGES, CITY ATTORNEY

RESOLUTION 25-R62 - EXHIBIT “A”

CITY OF FORT PIERCE

SOLID WASTE ADMINISTRATIVE GUIDELINES

OCTOBER 01, 2025 Revision

FEES - AMOUNTS

GENERAL. Fees due and payable to the city for services rendered in the collection and disposal of garbage and trash and/or for the availability of service. Charges for the collection and disposal of garbage and trash shall be as follows:

(a) SINGLE-FAMILY AND DUPLEX DWELLINGS. Garbage collection, (household) two (2) times per week (1 can), Trash collection (yard waste, grass, leaves & limbs) and Recyclable collection one (1) time per week (1 can).

(1) Single-family dwelling (any building on one parcel of land with a room or group of rooms equipped with facilities for the storage and preparation of food for consumption, and designed for or used by one or more persons as a separate household establishment): $34 per month.

(2) Duplex dwelling (any building on one parcel of land that contains two (2) sets of rooms or groups of rooms equipped with facilities for the storage and preparation of food for consumption, and designed for or used as two (2) separate living units): $34 per month per unit.

(3) YARD WASTE COLLECTION. Up to four (4) cubic yards are included in the service. Charges of $6 per cubic yard apply for any amount exceeding the allotted four (4) cubic yards.

(4) BULK WASTE COLLECTION. Up to two (2) cubic yards are included in the service. Charges of $10 per cubic yard apply for any amount exceeding the allotted two (2) cubic yards.

(b) MOBILE HOME. A mobile home is defined as a trailer equipped with facilities for the storage and preparation of food for consumption and designed for or used by one or more persons as a separate household establishment. Garbage collection, household two (2) times per week (1 can) Trash collection, yard waste, and Recyclable collection one (1) time per week (1 can).

(1) Where collection is made from residential refuse containers at each mobile home: $34 per month per unit.

(2) Where a mechanical dumpster is used the rates shall be the same as shown under “mechanical dumpsters”.

(3) YARD WASTE COLLECTION. Up to four (4) cubic yards are included in the service. Charges of $6 per cubic yard apply for any amount exceeding the allotted four (4) cubic yards.

(4) BULK WASTE COLLECTION. Up to two (2) cubic yards are included in the service. Charges of $10 per cubic yard apply for any amount exceeding the allotted two (2) cubic yards.

(c) MULTIPLE-FAMILY DWELLING. A multiple-family dwelling shall be defined as any building on one parcel of land that contains from three (3) to fifteen (15) sets of rooms or groups of rooms equipped with facilities for the storage and preparation of food for consumption, and designed for or used by one or more persons living as a household establishment. Living units in condominium, cooperative or jointly owned buildings shall be treated, for the calculation of collection fees, as multiple-family dwellings. Garbage collection, household two (2) times per week (1 can) Trash collection, yard waste, and Recyclable collection one (1) time per week (1 can).

(1) $28 per month per unit minimum. Where a mechanical dumpster is used the rates shall be the same as those shown under “mechanical dumpsters.” Multiple-family developments containing sixteen (16) or more sets of rooms or groups of rooms are required to use a mechanical dumpster. Rate for service exceeding 2 times per week shall align with the rates listed under “mechanical dumpsters”. Additional day shall be determined by the City.

(2) BULK WASTE COLLECTION. Up to two (2) cubic yards are included in the service. Charges of $10 per cubic yard apply for any amount exceeding the allotted two (2) cubic yards.

(d) OPTIONS FOR ENHANCED SERVICE BY WAY OF AN ADDITIONAL CONTAINER OR CONTAINERS.

(1) Garbage service - a second or more, green garbage container for collection - $21.44 per month per container.

(e) COMMERCIAL CUSTOMERS. Commercial customers shall be identified as but not limited to all office buildings, stores, filling stations, service establishments, light industries, schools, churches, clubs, lodges, motels, laundries, hotels, public buildings, food services and lodging establishments. The charge shall be based upon the volume of refuse and trash accumulated, ease of accessibility to the collection crew and the time required for collection. Customers requiring multiple billings will be charged a monthly fee of $1.00 for each bill.

(1) Garbage collection, household two (2) times per week (1 can) Trash collection, yard waste one (1) time per week (1 can). $38.10 per residential type refuse container per month.

(f) MECHANICAL DUMPSTERS. If weight consistently exceeds seventy-five (75 lbs) per cubic yard for non-compacted waste or two hundred sixty-two pounds (262 lbs) per cubic yard for compactors the Department of Solid Waste shall add a surcharge of $.0337 per pound for weights exceeding these numbers. Cost per month, which includes furnishing and emptying dumpsters as per schedule:

(1) Compactors shall be charged at 3.5 times these rates.

TIMES EMPTIED PER WEEK	2 CUBIC YARDS	4 CUBIC YARDS	6 CUBIC YARDS	8 CUBIC YARDS
1	$109.60	$188.81	$251.92	$303.40
2	$199.24	$343.88	$459.44	$554.09
3	$298.85	$515.82	$689.15	$831.14

TIMES EMPTIED PER WEEK	2 CUBIC YARDS	4 CUBIC YARDS	6 CUBIC YARDS	8 CUBIC YARDS
4	$398.47	$687.78	$902.30	$1,108.22
5	$489.11	$859.72	$1,148.62	$1,385.28
6	$591.71	$1,1031.66	$1,378.37	$1,662.30

Monthly rate for opening and closing gate shall be computed at $25.00 per service.

Monthly rate to roll out a residential dumpster shall be computed at $50.00 per service (2 yd and 4 yd only). 50 ft maximum distance.

Enclosure to be minimum,12 feet X 12 feet.

Dumpster access to be maximum 30 degrees from travel way.

(2) CHARGES FOR EMPTYING MORE OFTEN THAN SCHEDULED. $11.68 per cubic yard, with a minimum charge of $31.36 per pickup, will be charged for each additional time the dumpster is emptied above the scheduled frequency of emptying. The level of service for residential or commercial establishments utilizing dumpsters shall be determined by the city with notification to customer.

(3) RESIDENTIAL REFUSE CONTAINERS. Cost per month, which includes furnishing and emptying containers as per schedule:

(a) Georgia Avenue North to City Limits & South Beach – Monday & Friday

(b) Georgia Avenue South to City Limits – Tuesday & Friday

(g) INDUSTRIAL CUSTOMERS. Industrial customers who generate industrial waste will be so defined by the Director of Solid Waste and subject to the approval of the City Manager. Customers so defined will not be subject to a collection charge if service is not rendered.

(h) PUBLIC HOUSING AUTHORITY. Units owned, leased or operated by the Public Housing Authority shall pay the following rates:

(1) Where refuse is collected in a manner similar to a single-family and duplex dwelling: $34 per month.

(2) Where refuse is collected by means of a dumpster: (rates will be those set under “mechanical dumpster” section.)

(i) RESIDENTIAL TIRE PICKUP.

(1) An appointment may be scheduled with the Solid Waste Division to schedule the pickup of passenger vehicle tires or truck tires.

(2) Passenger vehicle tire pickups shall be subject to the following fees:

(a) With a scheduled appointment: $3 per passenger vehicle tire.

(b) Without a scheduled appointment: $6 per passenger vehicle tire.

(3) Truck tire pickups shall be subject to the following fees:

(a) With a scheduled appointment: $5 per truck tire.

(b) Without a scheduled appointment: $10 per truck tire.

EXHIBIT “A”

CITY OF FORT PIERCE

SOLID WASTE ADMINISTRATIVE GUIDELINES

OCTOBER 0~~2~~**1**, 202~~3~~**5** Revision

FEES - AMOUNTS

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(1) Single-family dwelling (any building on one parcel of land with a room or group of rooms equipped with facilities for the storage and preparation of food for consumption, and designed for or used by one or more persons as a separate household establishment): ~~$25.46~~ **$34** per month.

(2) Duplex dwelling (any building on one parcel of land that contains two (2) sets of rooms or groups of rooms equipped with facilities for the storage and preparation of food for consumption, and designed for or used as two (2) separate living units): ~~$25.46~~ **$34** per month per unit.

(3) YARD WASTE COLLECTION. Up to four (4) cubic yards are included in the service. Charges of $6 per cubic yard apply for any amount exceeding the allotted four (4) cubic yards.

(4) BULK WASTE COLLECTION. Up to two (2) cubic yards are included in the service. Charges of $10 per cubic yard apply for any amount exceeding the allotted two (2) cubic yards.

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(1) Where collection is made from residential refuse containers at each mobile home: $25.46 **$34** per month per unit.

(2) Where a mechanical dumpster is used the rates shall be the same as shown under “mechanical dumpsters”.

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Garbage collection, household two (2) times per week (1 can) Trash collection, yard waste, **and Recyclable collection** one (1) time per week (1 can).

(1) ~~$22.98~~ **$28** per month per unit minimum. Where a mechanical dumpster is used the rates shall be the same as those shown under "mechanical dumpsters." Multiple-family developments containing sixteen (16) or more sets of rooms or groups of rooms are required to use a mechanical dumpster. Rate for service exceeding 2 times per week shall ~~be $8.47 per cubic yard~~ **align with the rates listed under "mechanical dumpsters"**. Additional day shall be determined by the City.

(2) BULK WASTE COLLECTION. Up to two (2) cubic yards are included in the service. Charges of $10 per cubic yard apply for any amount exceeding the allotted two (2) cubic yards.

(d) OPTIONS FOR ENHANCED SERVICE BY WAY OF AN ADDITIONAL CONTAINER OR CONTAINERS.

(1) Garbage service - a second or more, green garbage container for collection - ~~$18.33~~ **$21.44** per month per container.

~~(2) Yard trash - a second or more, black horticultural container for collection - $7.13 per month per container.~~

(e) COMMERCIAL CUSTOMERS. Commercial customers shall be identified as but not limited to all office buildings, stores, filling stations, service establishments, light industries, schools, churches, clubs, lodges, motels, laundries, hotels, public buildings, food services and lodging establishments. The charge shall be based upon the volume of refuse and trash accumulated, ease of accessibility to the collection crew and the time required for collection. Customers requiring multiple billings will be charged a monthly fee of $1.00 for each bill.

(1) Garbage collection, household two (2) times per week (1 can) Trash collection, yard waste, one (1) time per week (1 can). ~~$31.75~~ **$38.10** per residential type refuse container per month.

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4	~~$332.06~~ **$398.47**	~~$573.15~~ **$687.78**	~~$751.92~~ **$902.30**	~~$923.52~~ **$1,108.22**
5	~~$415.09~~ **$489.11**	~~$716.43~~ **$859.72**	~~$957.18~~ **$1,148.62**	~~$1,154.40~~ **$1,385.28**
6	~~$498.09~~ **$591.71**	~~$859.72~~ **$1,1031.66**	~~$1,148.64~~ **$1,378.37**	~~$1,385.25~~ **$1,662.30**

Monthly rate for opening and closing gate shall be computed at $25.00 per service.

Monthly rate to roll out a residential dumpster shall be computed at $50.00 per service (2 yd and 4 yd only). 50 ft maximum distance.

Enclosure to be minimum,12 feet X 12 feet.

Dumpster access to be maximum 30 degrees from travel way.

(2) CHARGES FOR EMPTYING MORE OFTEN THAN SCHEDULED. ~~$9.74~~ **$11.68** per cubic yard, with a minimum charge of ~~$26.13~~ **$31.36** per pickup, will be charged for each additional time the dumpster is emptied above the scheduled frequency of emptying. The level of service for residential or commercial establishments utilizing dumpsters shall be determined by the city with notification to customer.

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(g) INDUSTRIAL CUSTOMERS. Industrial customers who generate industrial waste will be so defined by the Director of Solid Waste and subject to the approval of the City Manager. Customers so defined will not be subject to a collection charge if service is not rendered.

(h) PUBLIC HOUSING AUTHORITY. Units owned, leased or operated by the Public Housing Authority shall pay the following rates:

(1) Where refuse is collected in a manner similar to a single-family and duplex dwelling: ~~$25.46~~ **$34** per month.

(2) Where refuse is collected by means of a dumpster: (rates will be those set under "mechanical dumpster" section.)

(i) **RESIDENTIAL** ~~TRASH AND~~ TIRE PICKUP.

~~All trash, as herein defined, which is not containerized either by design or nature shall be picked up by the City for the following charges:~~

~~(1) Trash - $57.13 minimum charge for curbside pickup of trash not exceeding five (5) cubic yards;~~
~~(2) $114.26 for each load containing from five (5) cubic yards to ten (10) cubic yards;~~
~~(3) $171.39 for each load containing from ten (10) cubic yards to fifteen (15) cubic yards;~~
~~(4) $228.52 for each load containing from fifteen (15) cubic yards to twenty (20) cubic yards;~~
~~(5) Automotive Tires - $63.48 per pickup not to exceed four (4) tires.~~

An appointment may be scheduled with the Solid Waste Division to schedule the pickup of passenger vehicle tires or truck tires.

(1) Passenger vehicle tire pickups shall be subject to the following fees:

a) With a scheduled appointment: $3 per passenger vehicle tire.

b) Without a scheduled appointment: $6 per passenger vehicle tire.

(2) Truck tire pickups shall be subject to the following fees:

a) With a scheduled appointment: $5 per truck tire.

b) Without a scheduled appointment: $10 per truck tire.

~~(j) RESIDENTIAL RECYCLING.~~

~~Service for single family, duplex and triplex $3.58 per month.~~

FORT PIERCE
FLORIDA

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City Commission Budget Workshop:

Solid Waste Division

July 10, 2023

Kessler Consulting, Inc.

Comprehensive Collection Services

- Residential
  - Garbage: 2/week 96-gal cart
  - Recyclables: 1/week 64-gal cart
  - Yard Waste: 1/week 96-gal/cart
  - Bulky Yard Waste & Trash: 1/week











- Commercial
  - Garbage: 1 to 6/week 2- to 8-yard container
  - Recyclables: 1/week 2- to 8-yard container









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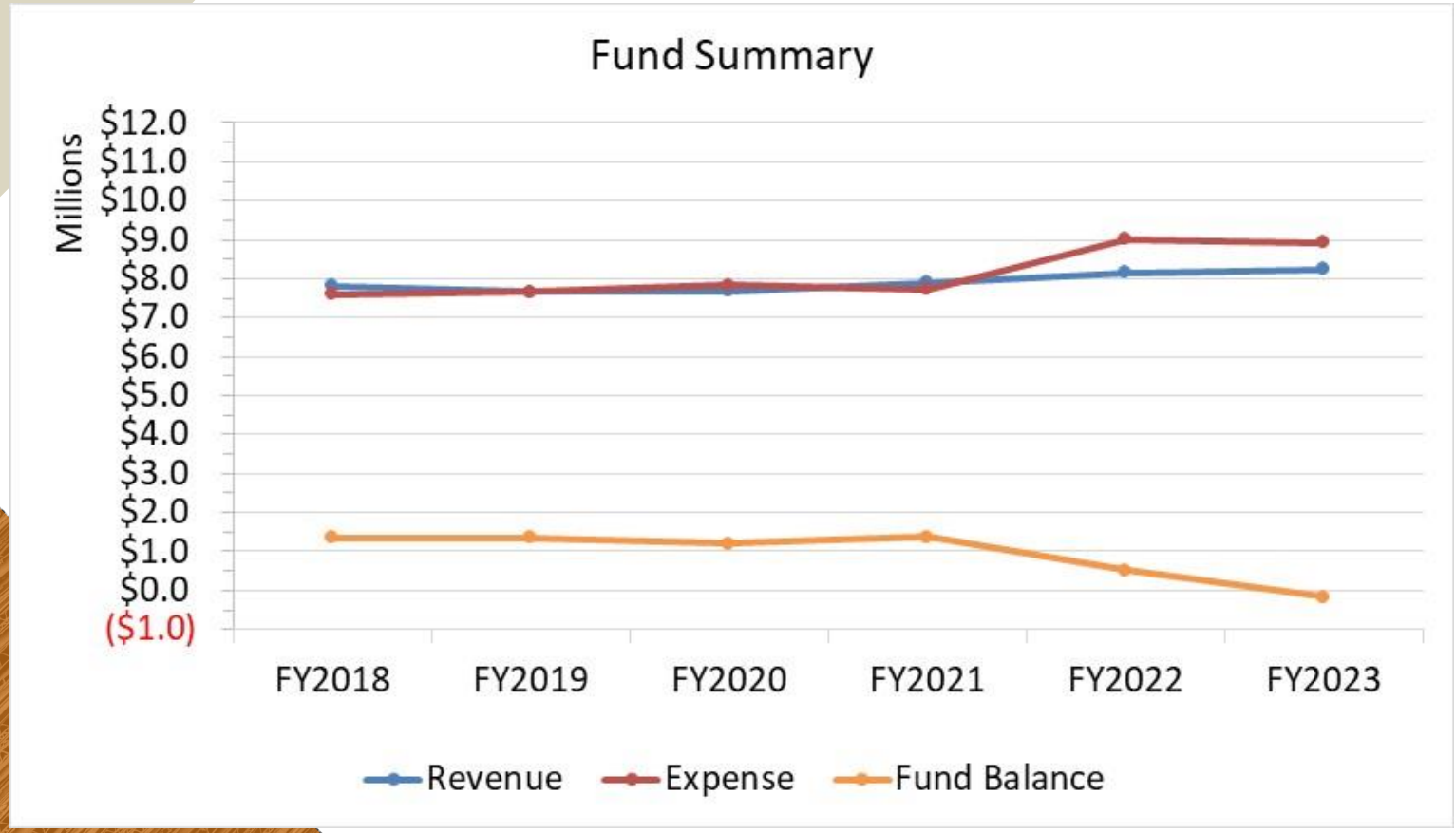
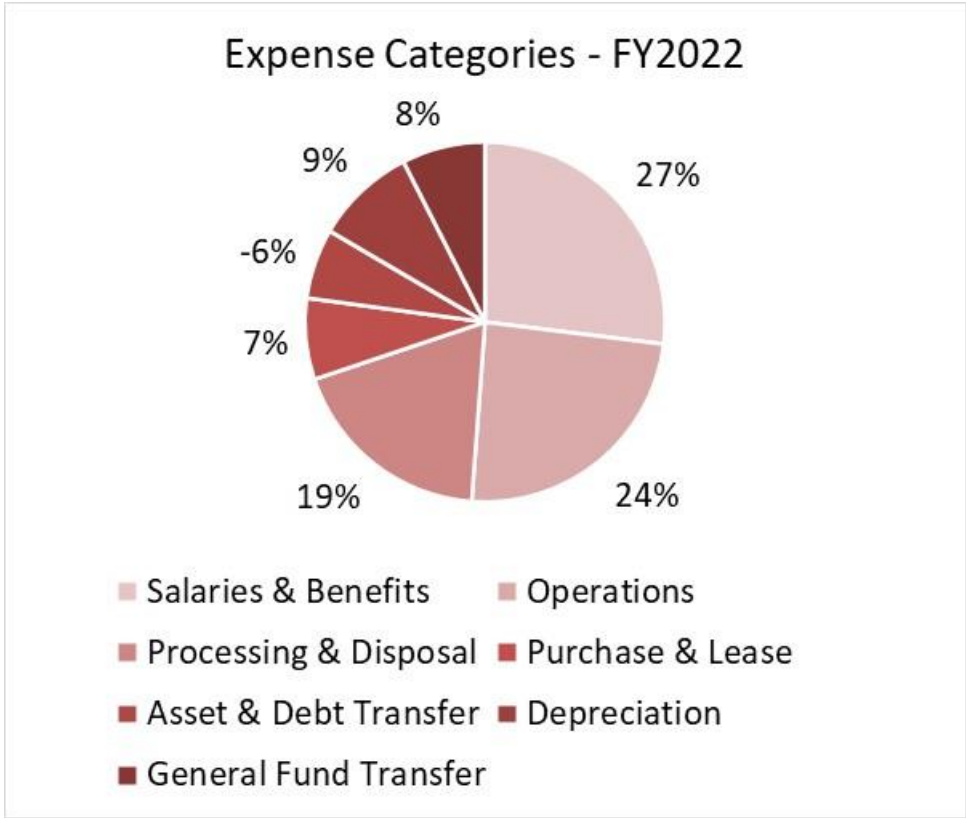
Financial Snapshot







Stability and Progress in Challenging Times

- Customer-focused solid waste services
- Continuity of services during pandemic
- Managing supply chain delays, labor shortages, and cost inflation
- Responding to increasing residential & commercial growth
- Managing costs and financial resources
- No rate increase since 2016

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Municipal Solid Waste Rates

Population

Demographics

Customer Base

Local Policies

- "All waste is local"
- Rates are based on many factors and rarely reflect actual costs
- Direct comparison of rates is cautioned

Materials Collected

Services Provided

Financing Methods

Funding Methods

Economies of Scale

Hauling & Tip Fees

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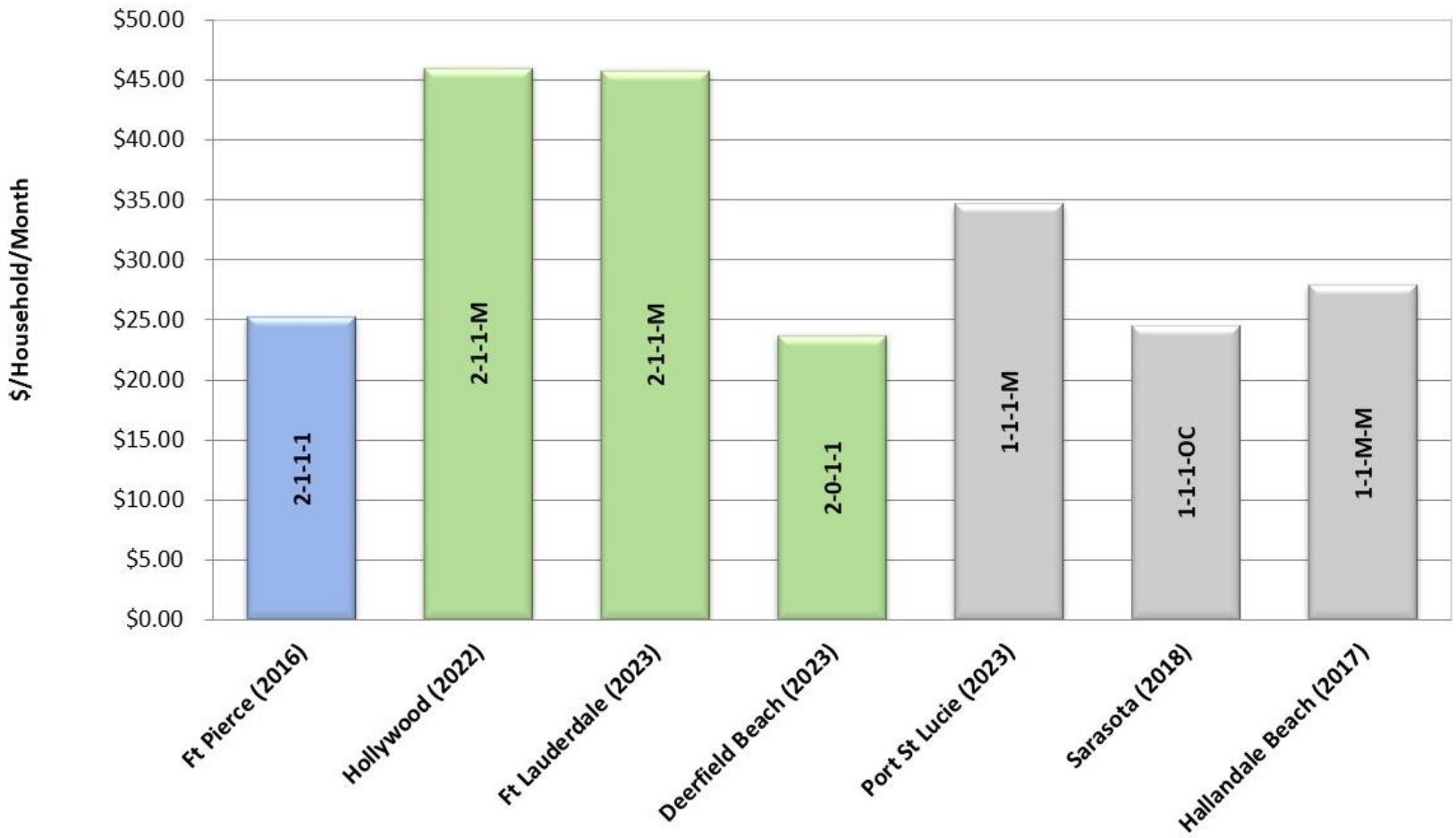
Rate Comparison: Residential Service



Service Frequency:
G-R-YW-BW
2/week or 1/week
M = per month
OC = on call

Note: Direct comparison is cautioned due to community-specific factors, rates for one class may subsidize other classes, & rates do not necessarily reflect actual cost.

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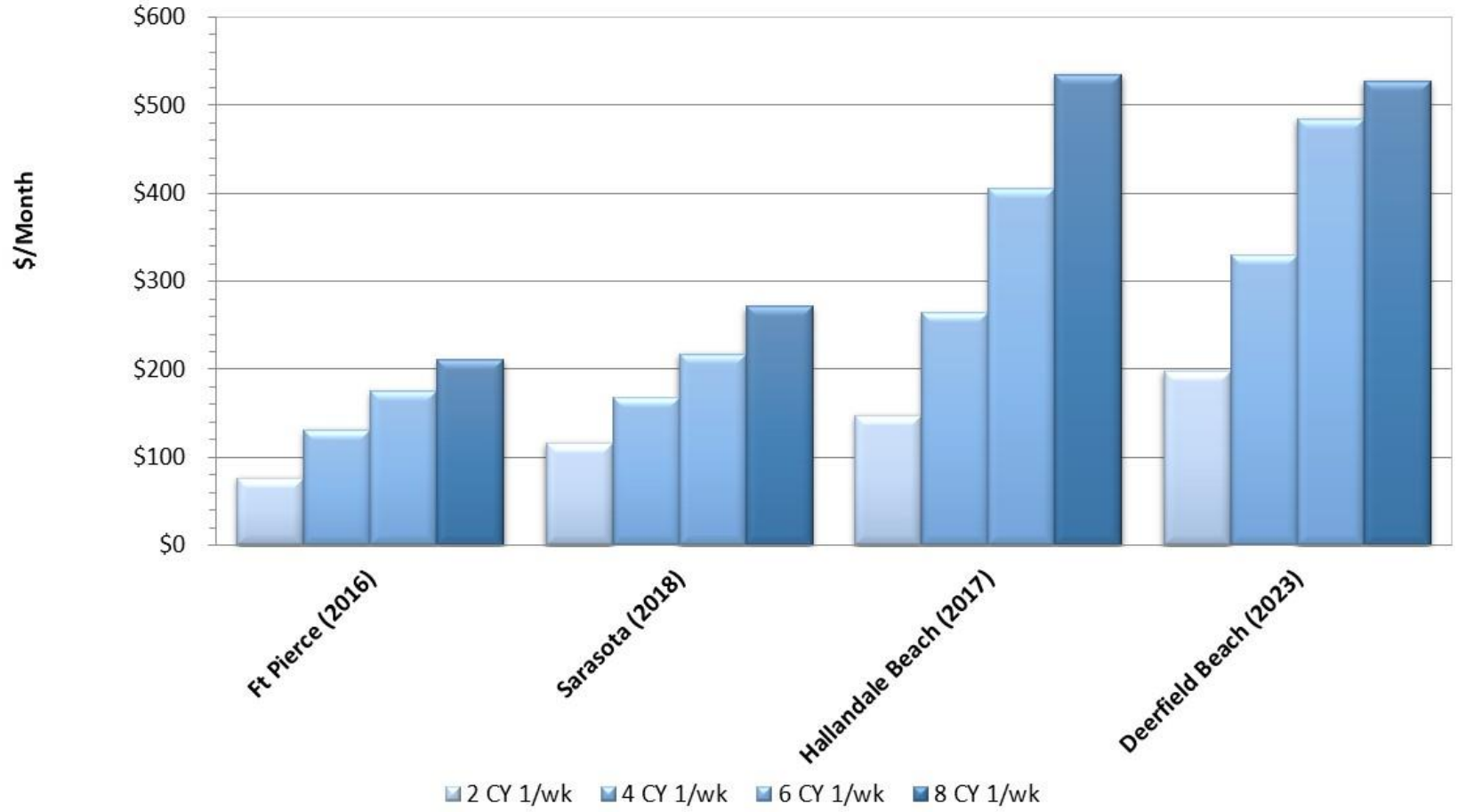
Rate Comparison: Commercial Services



Note: Direct comparison is cautioned due to community-specific factors, rates for one class may subsidize other classes, & rates do not necessarily reflect actual cost.

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Rate Study: Project Status

- Completed:
  - Cost of service analysis
  - Project future costs and revenue requirements
  - 5-year (FY24 – FY28) analysis of initial rate scenarios:
    - No change in current rates
    - Rate increase to achieve reserve fund balance ≈ 10% of expenses
- Current:
  - July 10th: present results at this Budget Workshop and receive guidance from Commission
- Upcoming:
  - Assess opportunities to improve operations
  - Assess service delivery options
  - Revise and refine rate scenarios
  - Prepare tech memorandum with findings and recommendations

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Rate Analysis: Key Parameters

- 5-year projection: FY2024 – FY2028
- 2% annual growth in customers
- 3.5% average CPI
- Minimum Fund balance of 10% of expenses as contingency reserve

- Maintain current service offerings
- Transition to leased fleet
- Add crews to handle growth: commercial in FY24 & residential in FY26

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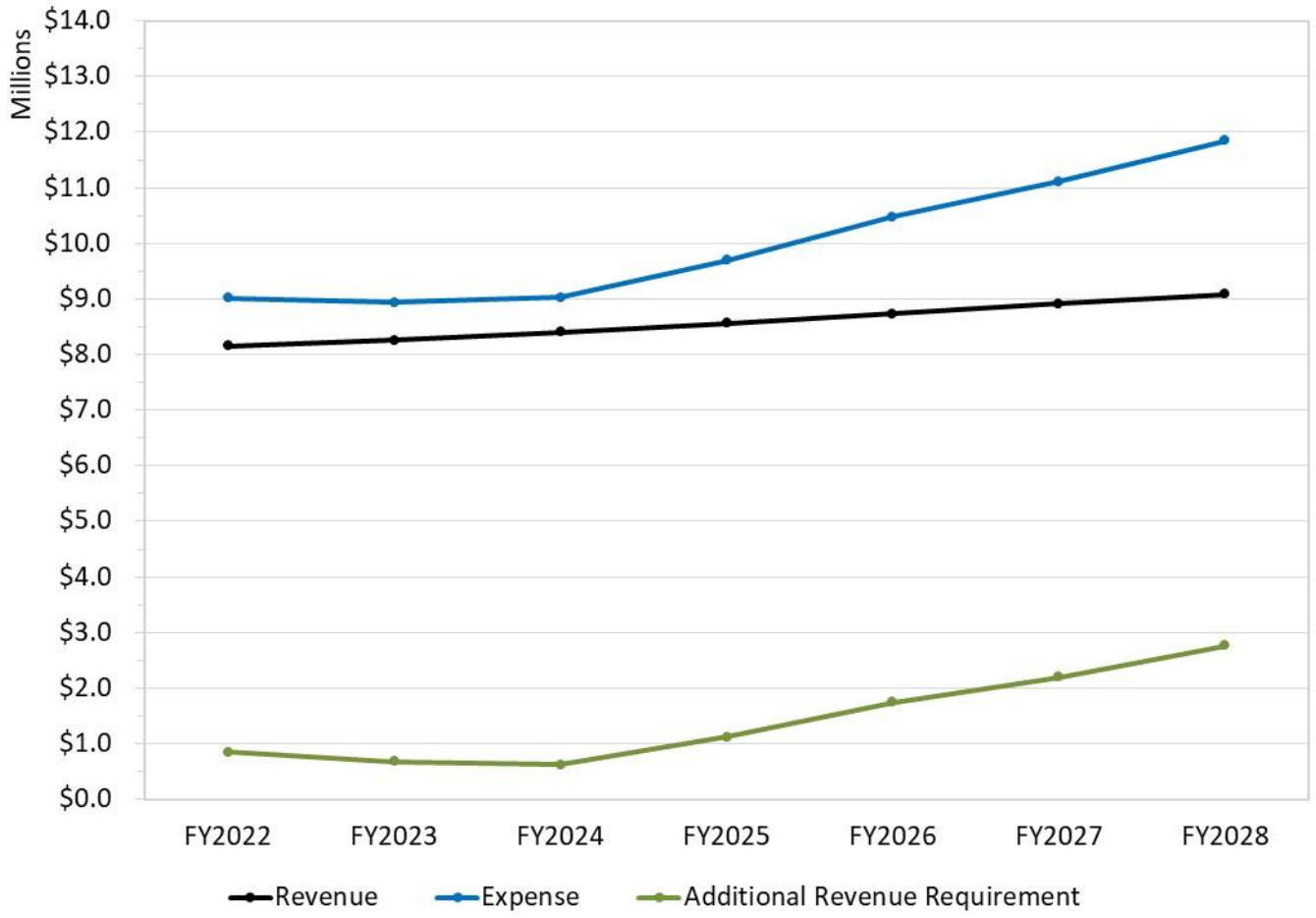
Projected Revenue Requirement



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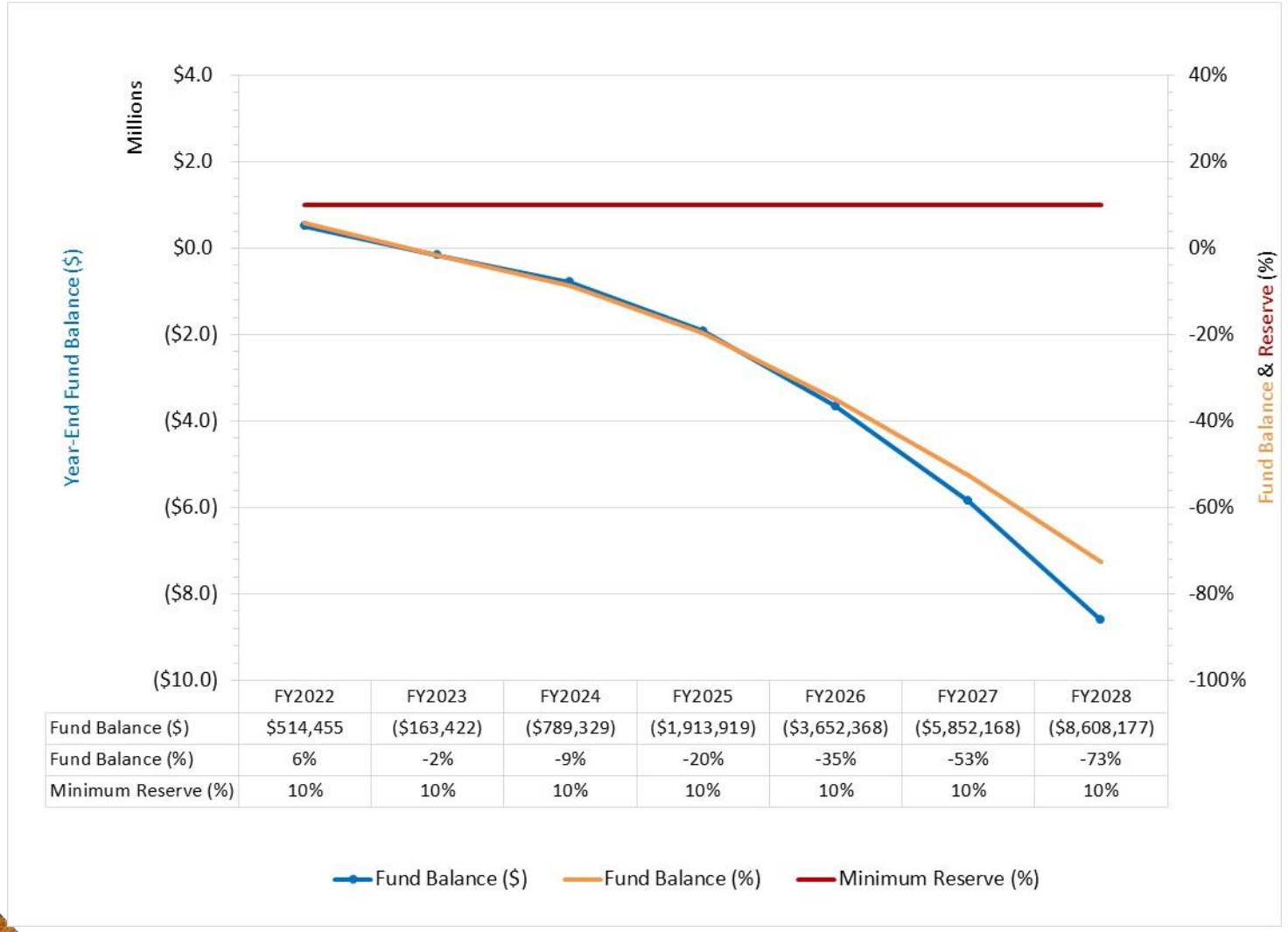
Projected Fund Balance



	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
Fund Balance ($)	$514,455	($163,422)	($789,329)	($1,913,919)	($3,652,368)	($5,852,168)	($8,608,177)
Fund Balance (%)	6%	-2%	-9%	-20%	-35%	-53%	-73%
Minimum Reserve (%)	10%	10%	10%	10%	10%	10%	10%

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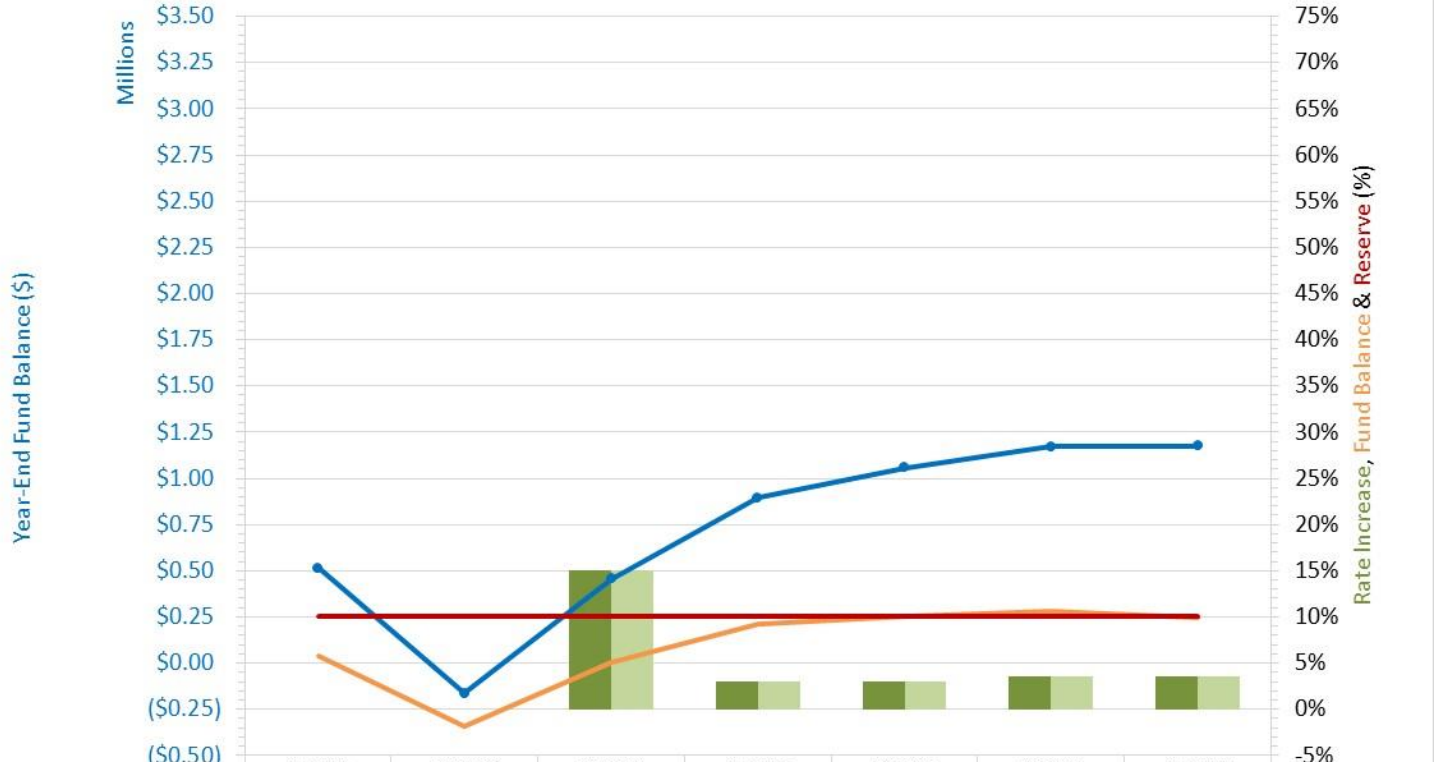
Projected Rates to Meet Revenue Requirement



	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
Resi Rate Increase (%)			15.0%	3.0%	3.0%	3.5%	3.5%
Comm Rate Increase (%)			15.0%	3.0%	3.0%	3.5%	3.5%
Fund Balance ($)	$514,455	($163,422)	$456,299	$894,474	$1,057,056	$1,172,611	$1,175,528
Fund Balance (%)	6%	-2%	5%	9%	10%	11%	10%
Minimum Reserve (%)	10%	10%	10%	10%	10%	10%	10%

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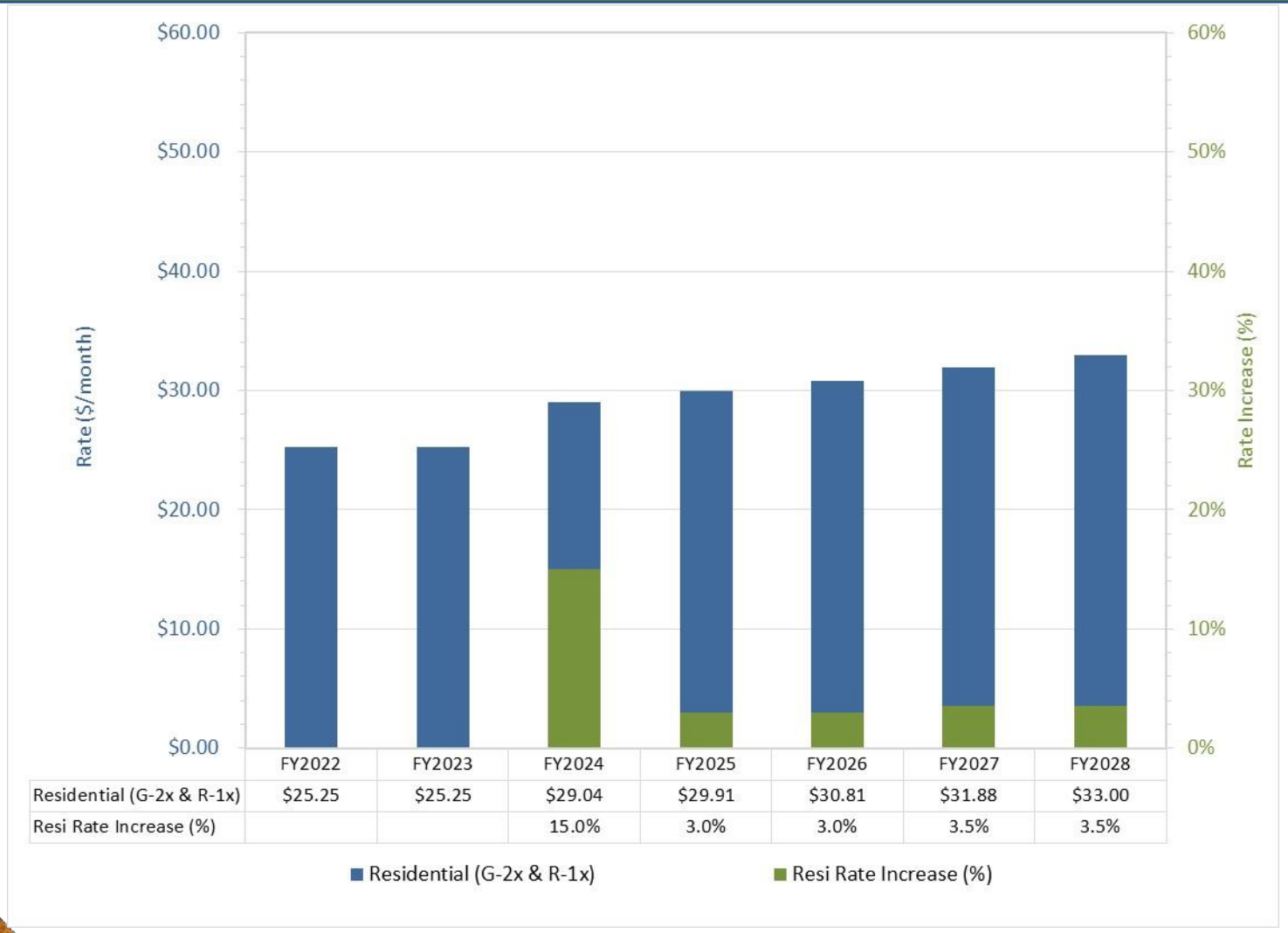
Projected Residential Rates



	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
Residential (G-2x & R-1x)	$25.25	$25.25	$29.04	$29.91	$30.81	$31.88	$33.00
Resi Rate Increase (%)			15.0%	3.0%	3.0%	3.5%	3.5%

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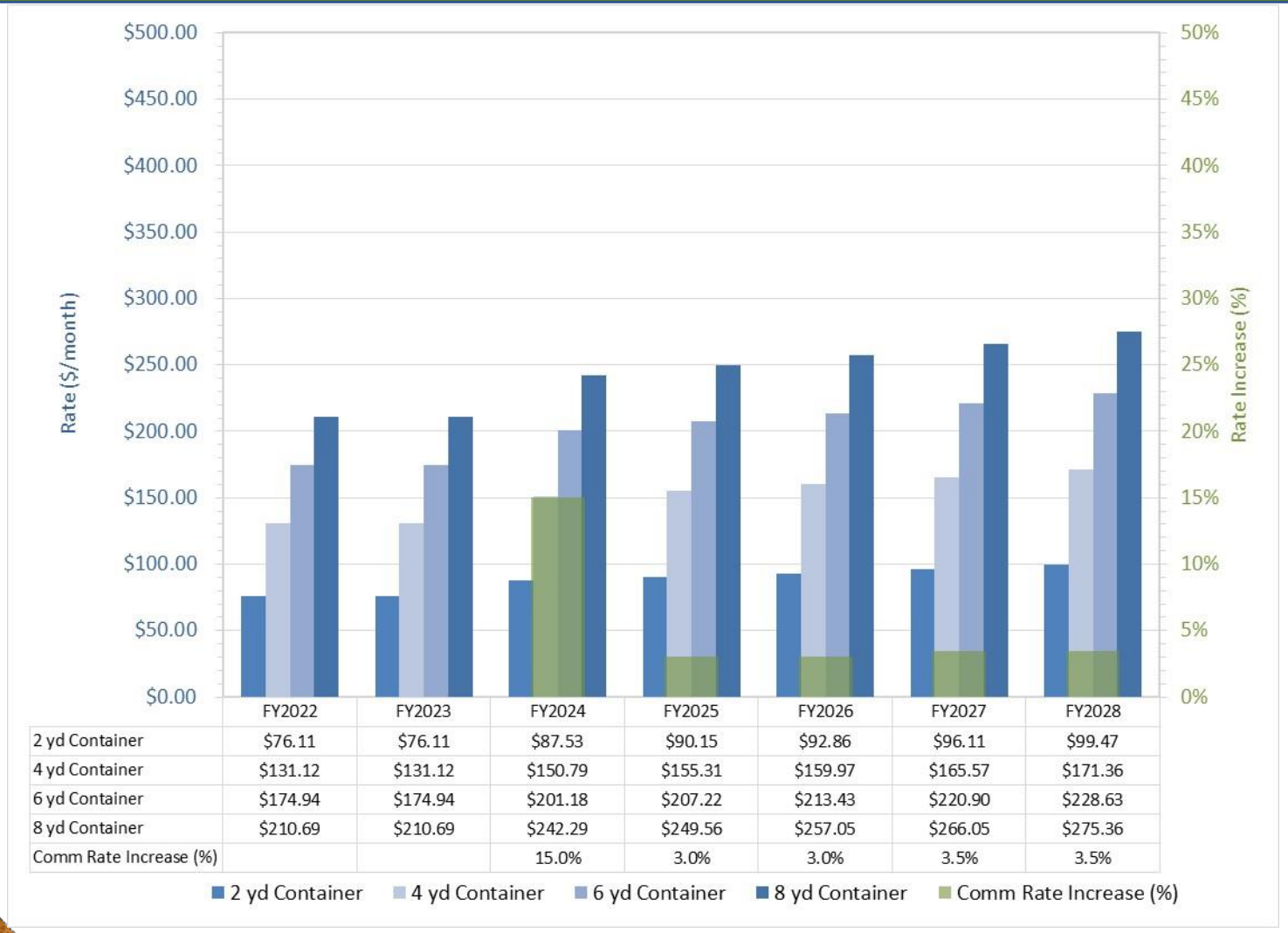
Project Commercial Rates



	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
2 yd Container	$76.11	$76.11	$87.53	$90.15	$92.86	$96.11	$99.47
4 yd Container	$131.12	$131.12	$150.79	$155.31	$159.97	$165.57	$171.36
6 yd Container	$174.94	$174.94	$201.18	$207.22	$213.43	$220.90	$228.63
8 yd Container	$210.69	$210.69	$242.29	$249.56	$257.05	$266.05	$275.36
Comm Rate Increase (%)			15.0%	3.0%	3.0%	3.5%	3.5%

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Summary

Current Services and Financials:

- Solid Waste has managed financials through several challenging years
- Ft. Pierce provides a high level of service at rates comparable to or lower than peers
- Negative fund balance expected at end of FY2023

Rate Analysis:

- At current rates, expenses exceed revenue in next 5 years; significant Fund deficit projected
- Average 15.0% increase in FY2024 followed by 3.0% - 3.5% annual increase will achieve 10% reserves target

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Next Steps

- Receive guidance from Commission
- Evaluate options for operational improvement and service delivery
- Revise and finalize rate analysis
- Submit technical memorandum

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Questions and Discussion ….

Thank You!

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THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Marsha Commond, Special Projects Coordinator - Public Works, Public Works, Directors Office

FROM: Felicia Holloman, Assistant City Attorney **FH**

THROUGH: Sara Hedges, City Attorney *SH*

RE: Revision of Resolution 23R-51 Solid Waste Administrative Guidelines and Fees

CAO RLS FILE: 25-240

DATE: July 30, 2025

I have reviewed the request for legal services related to the resolution revising the Solid Waste Administrative Guidelines and Fees. Redlined and clean copies of the resolution are attached. Redlined and clean copies of Exhibit A, the fee schedule, are also attached. The clean copies of both documents are approved as to form and correctness.

Please be aware that in Exhibit A, I made a note referencing a previous recommendation to remove tire disposals without an appointment. In a prior version of Exhibit A, you required an appointment for tire pickup, but your breakdown of fees included with and without an appointment. The previous changes that were made by this Office reconciled this conflict. If you do not wish to allow tire pickups without an appointment, this section should be changed. This section has been left as is since no further direction was provided.

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

Thank you.

City Commission Regular Meeting - 5:05 PM **13. C.**

Meeting Date: 08/18/2025

Re: Resolution 25-R63 appointing a member to the Fort Pierce Planning Board

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 25-R63 appointing an at-large member to the Fort Pierce Planning Board.

SUMMARY:

Ms. Nichelle Clemmons at-large term is set to expire August 18, 2025. She is eligible for reappointment.

RECOMMENDATION:

Select one of the applicants.

ALTERNATIVES:

Continue to seek applicants.

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Communications Division

Attachments

Resolution
Holbert, Donavan
Hypolite, Shatell
Starke, Betty Jo
Clemons, Nichelle
Ballot

Form Review

Form Started By: Tina Rel Started On: 08/11/2025 03:44 PM
Final Approval Date: 08/11/2025

RESOLUTION NO. 25-R63

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF A MEMBER TO THE CITY PLANNING BOARD**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED that _____ be and is hereby appointed and/or reappointed by the City Commission to serve as an at-large member of the City Planning Board; said term to expire on August 18, 2027, or when a successor has been duly appointed.

BE IT FURTHER RESOLVED that this Resolution shall become effective August 18, 2025.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 18th day of August 2025.

_____
LINDA HUDSON
MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES
CITY ATTORNEY

Print

Application For Appointment/Reappointment - Submission #24149

Date Submitted: 7/14/2025

Name of Board or Boards for which you are applying:*

Planning Board, Parks

Name:*

Donavan L Holbert

Home Address:*

1607 S 8th St

City:*

Fort Pierce

State:*

FL

Zip:*

34950

How long at this address?*

2011

Telephone Number*

7725776179

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Insurance Broker

Employer:*

DLVC Financial Services

Do you own a business that operates within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, list the address and nature of said business:

1607 S. 8th St, Fort Pierce, Fl 34950

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, state the business and location:

Compass Health Insurance

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [x] Yes
- [ ] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [ ] Yes
- [x] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Worked 20 years in tele-communications with Xfinity and Blue Stream. Have an active Real Estate license and I am also an Insurance Broker specializing in Medicare and Retirement Planning Strategies

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [ ] Yes
- [x] No

Referred by:*

Renella Mitchell

Applicant Email Address:*

rmitchell10802@yahoo.com

Date:*

07/14/2025

Applicant's Signature:*

Donavan Holbert

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #24155

Date Submitted: 7/17/2025

Name of Board or Boards for which you are applying:*

Planning Board

Name:*

Shatell Hypolite

Home Address:*

120 N 11th Street

City:* | **State:*** | **Zip:***

Fort Pierce | FL | 34950

How long at this address?* | **Telephone Number***

15 Years | 772-882-0576

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Realtor

Employer:*

LPT Realty

Do you own a business that operates within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, list the address and nature of said business:

120 N 11th Street Fort Pierce, FL / Project Management and Administrative Office

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [ ] Yes
- [x] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Real Estate Agent, Project Management, Attending School for Building Construction.

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

Self

Applicant Email Address:*

Shatellhypolite1871@gmail.com

Date:*

07/17/2025

Applicant's Signature:*

Shatell Hypolite

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #24151

Date Submitted: 7/14/2025

Name of Board or Boards for which you are applying:*

Planning Board

Name:*

Betty Jo Starke

Home Address:*

2510 South 15 Street

City:*

Fort Pierce

State:*

FL

Zip:*

34982

How long at this address?*

24 years

Telephone Number*

772-332-5437

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Mosquito Inspector

Employer:*

St Lucie BOCC

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [x] Yes
- [ ] No

Architecture:*

- [x] Yes
- [ ] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [x] Yes
- [ ] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I know the topography, geology, physical characteristics of the city/ county. Historical preservation, basic common sense on engineering/ architecture . Live in an old house in the city. I know many professionals of listed above .

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

Citizen Surtax1/2 cent, Historicsl Preservation

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

City of Fort Pierce, Linda Cox, Linda Hudson

Applicant Email Address:*

Betsta4420@att.net

Date:*

July 14,2026

Applicant's Signature:*

BETTY JO STARKE

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

Print

Application For Appointment/Reappointment - Submission #24158

Date Submitted: 7/22/2025

Name of Board or Boards for which you are applying:*

Planning Board

Name:*

Nichelle Clemons

Home Address:*

1712 Ponce de Leon Prado

City:*

Fort Pierce

State:*

FL

Zip:*

34982

How long at this address?*

8 years

Telephone Number*

6784573261

If less than two years, provide prior address:

1712 Ponce De Leon Prado

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

caregiver

Employer:*

self

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Y

Yes

☑

No

If yes, in which organization and in what capacity?

Ft. Pierce

Are you employed by a business that is located within the City of Fort Pierce?*

☐

Yes

☑

No

If yes, state the business and location:

FL

Do you have special training or knowledge in the area of:

Engineering:*

☐

Yes

☑

No

Architecture:*

☐

Yes

☑

No

Real Estate Brokering:*

☑

Yes

☐

No

Finanace/Accounting:

☐

Yes

☐

No

No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [ ] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Resume Attatched

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

Planning Board

Have you ever been convicted of a felony?*

- [ ]

Yes

☑

No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

☑

Yes

☐

No

Referred by:*

Self

Applicant Email Address:*

nclemons69@gmail.com

Date:*

07/22/2025

Applicant's Signature:*

Nichelle G Clemons

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Nichelle Resume FPUA.docx.pdf

Nichelle G. Clemons
1712 Ponce De Leon Prado
Fort Pierce, FL 34982
(678) 457-3261
nclemons69@gmail.com

OBJECTIVE

To obtain a challenging position utilizing my strong organizational skills, management experience and communication skills to produce positive influences and outcomes.

WORK HISTORY

Field Representative
Progressive Turnout Project (PTP) 06/2020-11/2020
Responsibilities were working with existing progressive voter infrastructure to conduct voter outreach, engagement and voter registrations. Working engagement events such as phone banks and registration drives.

Field Organizer
Florida Democratic Party (FDP) ~ Coordinated Campaign 09/2018-12/2018
Responsibilities were working with existing Democratic Party infrastructure to conduct voter outreach, engagement and voter registrations. Worked to build and manage engagement events such as phone banks and registration drives. Recruited, trained and managed volunteers with the aim of building teams. Conducted outreach to local community leaders and progressive organizations.

Clinical Consultant
CVS Caremark Corporation 01/1998-03/2006
Duties were viewing patient profiles for drug utilization reviews and monitoring formulary adherence. Organized and produced clinical symposiums for the medical community. Consulted with physicians and other medical staff on medication therapy, while providing quality care and cost containment.

Pharmacist-in-Charge
Integrated Pharmacy Solutions 01/1994-12/1997
Responsibilities included preparing/dispensing medications, inventory management, counseling physicians/patients, clinical interventions, and clinical education in-services. Represented the pharmacy on the Facility Development and Re-engineering committee and the P & T committee. Other duties were staff training, scheduling and supervising, monitoring formulary adherence, and customer complaints.

Pharmacist-in-Charge
Kroger Drugstore 08/1992-07/1994

EDUCATION

Bachelor of Science in Pharmacy, Florida A. & M. University, 1992

ADDITIONAL EXPERIENCE

- Licensed Realtor in the state of Georgia 04/2001-03/2013
- FAMU NAA Life Member and held many leadership roles, committee and officer positions over the last three decades.
- Annual BenGaay Bowl Co-Chairperson
- Lincoln Park Mainstreet Showcase Newsletter Editor
- Pam Keith 2018 campaign for US Congress volunteer
- Second Chances Florida volunteer
- City of Ft. Pierce Planning Board Member 12/2020-Present
- Lincoln Park Mainstreet L.E.A.P. Initiative Co-founder

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

City Planning Board Ballot – August, 2025

Please vote for one individual listed in alphabetical order below to serve as an at-large member.

Donavan Holbert

Shatel Hypolite

Betty Jo Starke

Nichelle Clemons

Choice:_____

Submitted by:_____

City Commission Regular Meeting - 5:05 PM **13. D.**

Meeting Date: 08/18/2025

Re: Nebraska Avenue Sidewalk FDOT LAP Agreement

Submitted For: Selena Griffett, Project Engineer, Engineering

SUBJECT:

Resolution 25-R64 Nebraska Avenue Sidewalk FDOT LAP Agreement for approval and signature by City for award of $666,354.00 in federal Transportation Alternative Program (TAP) funding for construction of the project.

SUMMARY:

FDOT awarded a Transportation Alternative Program (TAP) Grant to the City of Fort Pierce for the construction of 6ft wide sidewalk along both sides of Nebraska Avenue from Lawnwood Circle to N 13th Street.

In order to move the project forward to construction, a LAP Agreement needs to be executed.

RECOMMENDATION:

Approve and execute the LAP Agreement and Resolution.

ALTERNATIVES:

Not approving the Agreement will forfeit the federal portion of the funds.

RESPONSIBLE STAFF:

Selena Griffett

COORDINATED WITH:

FDOT
City Attorney

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	25/26
Account:	1141111-563210
Amount:	$666,354.00

FISCAL IMPACT:

Included in CIP. This amount is for this Grant Agreement only. Additional funding will be required after bidding.

Attachments

Resolution

FDOT Provided LAP Agreement
CAO memo 06042025
FDOT response to CA Memo 07152025
RLS Memo 25-217
Dept of Trans
Dept of Natural
Case
Case
AGO Opinion
AGO Opinion
AGO Opinion
AGO Opinion
AGO Opinion

Form Review

Inbox	Reviewed By	Date
Finance Department	Karen Logue	08/15/2025 11:21 AM
City Manager	Richard Chess	08/18/2025 02:16 PM
Form Started By: Selena Griffett		Started On: 07/15/2025 11:18 AM
Final Approval Date: 08/18/2025		

RESOLUTION NO. 25-R64

A RESOLUTION AUTHORIZING THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA TO ENTER INTO A LOCAL AGENCY PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION OF NEBRASKA AVENUE FROM N/S LAWNWOOD CIRCLE TO N 13TH STREET A TRANSPORTATION ALTERNATIVES PROGRAM GRANT AND AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ATTORNEY TO EXECUTE SAID AGREEMENT ON THE PART OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Department of Transportation annually awards Transportation Alternatives Set-Aside Program funds for local non-vehicular transportation projects; and

WHEREAS, the City seeks to construct a 6' wide sidewalk on both sides of Nebraska Avenue; and

WHEREAS, the Department and the City will execute necessary agreements to complete the project; and

WHEREAS, a Resolution of Support from the City Commission is required to accept the Transportation Alternatives Program grant funds for construction; and

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

1. That the City of Fort Pierce supports the Nebraska Avenue Sidewalk Project.

2. That the Local Agency Program Agreement with the Department of Transportation of the State of Florida for the Nebraska Avenue Sidewalk Project is attached as Exhibit A.

3. That Exhibit A is hereby approved, and the Mayor, City Clerk, and City Attorney are hereby authorized to take all actions necessary on behalf of the City of Fort Pierce to execute the Local Agency Program Agreement in Exhibit A.

4. This Resolution shall become effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this ____ day of _____, 2025

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

(SEAL)

Approved as to Form and Correctness:

_____
Sara Hedges
City Attorney

FPN: 453492-1-58-01	FPN:	FPN:
Federal No (FAIN): D424-106-B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund:	Fund:	Fund:
Org Code: 55043010404	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj:	FLAIR Obj:	FLAIR Obj:

County No:94 Contract No:
Recipient Vendor No: F596000322001 Recipient Unique Entity ID (UEI) No: HD7SD9PNKNA5

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and City of Fort Pierce ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Nebraska Avenue from South Lawnwood Circle to South 13th Street, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 12/31/2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 666,354.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $302,725.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions.**

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of

contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

n. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally

delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

☒ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal 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 federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph 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. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E", "F" and "H"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT: City of Fort Pierce

By: _____
Name: Linda Hudson
Title: Mayor

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: John P. Krane, P.E.
Title: Director of Transportation Development

Legal Review:

_____
Francine Steelman
Interim Chief Counsel, District Four

Attest:

_____
Linda Cox, Clerk of the City

Approved as to form & Legal Sufficiency:

_____
Sara Hedges, City Attorney

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 453492-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

CIty of Fort Pierce (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.490
Roadway ID: 94000099 MP 0.371/0.861

PROJECT DESCRIPTION: Construction of a 6' sidewalk along (both sides of the street) Nebraska Avenue from South Lawnwood Circle to South 13th Street. Scope includes the installation of ADA accessible ramps, crosswalks and drainage harmonization.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by n/a
b) Design to be completed by 5/5/2025
c) Right-of-Way requirements identified and provided to the Department by n/a
d) Right-of-Way to be certified by 5/23/2025
e) Construction contract to be let by 6/24/2026
f) Construction to be completed by 12/31/2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Issuance of the Notice to Proceed (NTP) to the City will be subject to the submittal and approval of the LAP Certification.

LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of Fort Pierce Selena Griffett 100 North U.S. 1 Fort Pierce, Florida 34950	453492-1-58-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 2026 (Transportation Alternative Program)	$ 566,354.00	$ 363,629.00	$ 0.00	$ 202,725.00
FY: 2027 (Transportation Alternative Program)	$ 100,000.00	$ _____	$ _____	$ 100,000.00
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 666,354.00	$ 363,629.00	$ 0.00	$ 302,725.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 666,354.00	$ 363,629.00	$ 0.00	$ 302,725.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Mya Gray
District Grant Manager Name

Signature Date

EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* 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 sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

ALN No.:	20.205
ALN Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site:	**https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view**
Award Amount:	**$302,725.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

EXHIBIT G

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated October 23, 2023 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

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. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant 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 participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; 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, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SELENA GRIFFETT, PROJECT ENGINEER, ENGINEERING
FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: NEBRASKA AVENUE SIDEWALK - FDOT LAP AGREEMENT (TEMPLATE)

CAO RLS FILE: RLS 25-129

DATE: JUNE 4, 2025

I have reviewed the above Request for Legal Services (RLS) related to a template FDOT LAP Agreement exhibits for the Nebraska Avenue Sidewalk project and a Resolution. I recommend paragraph 15(b) be deleted from the Agreement for the following reasons:

1. This term has not been included in recent FDOT agreements reviewed and approved by this Office.
2. While attempts were made to limit any waiver to the extent permitted by law in the proposed Agreement language, such is not absolute.
3. Indemnification is disfavored by the Courts.
4. Hold harmless and 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 hold harmless and indemnify another should not be entered into by the City. While the Florida Supreme Court, in a matter of first impression, did find "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", the decision was made related to indemnification (which reimburses for losses or damages) and not specifically hold harmless (which shifts liability to the other party). 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. Additionally, the language included in the template Agreement includes hold harmless language, not just indemnification language.

The template Agreement and Exhibits are otherwise legally appropriate. Note, however, they are in a barebones draft form with significant information missing. The final documents will need to

be submitted for approval as to form and correctness when all information is obtained and filled in.

The draft Resolution is legally appropriate, but should be submitted with the final Agreement and exhibits for final approval.

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

Thank you.
SH

From:	Cordoba, Wanda
To:	Selena Griffett
Cc:	Mark Zrallack
Subject:	FW: FM# 453492-1-58-01 NEBRASKA AVENUE FROM SOUTH LAWNWOOD CIRCLE TO SOUTH 13TH STREET / DRAFT LAP Agreement
Date:	Tuesday, July 15, 2025 10:29:03 AM
Attachments:	image001.png image002.png image003.png 25515_RLS_25-129_Memo_re_Nebraska_Avenue_Sidewalk_-_FDOT_LAP_Agreement_(template).docx 453492-1-58-01 DRAFT LAP Agreement.pdf
Importance:	High

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Hello Selena : Please see below the official response from the department's legal counsel regarding paragraph 15 (b) of the attached DRAFT LAP agreement.

Please let me know if the City will be executing the agreement, date of execution and how soon I will have back to encumber the funds by 9/5/2025.

If you have any questions, please let me know.

Thanks

Wanda Cordoba, LAP Local Program Coordinator
In-House Consultant
Florida Department of Transportation
Program Management – District 4
3400 West Commercial Blvd
Fort Lauderdale, FL 33309
Office: 954-777-4066
(Monday- Thursday 8:00am – 5:00pm)
(Friday 8:00am-2:30pm)
Wanda.Cordoba@dot.state.fl.us

From: Steelman, Francine <Francine.Steelman@dot.state.fl.us>

Sent: Tuesday, July 15, 2025 9:57 AM
To: Cordoba, Wanda <Wanda.Cordoba@dot.state.fl.us>
Subject: FM# 453492-1-58-01 NEBRASKA AVENUE FROM SOUTH LAWNWOOD CIRCLE TO SOUTH 13TH STREET / DRAFT LAP Agreement

Hi Wanda,

I reviewed the attached documents and emails regarding paragraph 15 (b) of the LAP agreement. The language of this paragraph is sufficiently limited to the legal requirements of 768.28 and, therefore, will not be changed by the Department. Additionally, the terms and conditions of this LAP agreement serve as the Department's template agreement for these agreements and are not subject to change unless they violate FL law.

Let me know if you have any questions or if clarifications are required.

Francine

Francine Steelman
Interim Chief Counsel, District Four

Florida Department of Transportation
Office of the General Counsel
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309
Phone: 954-777-4251
Fax: 954-777-4528
Francine.Steelman@dot.state.fl.us

This message is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, please notify the sender, delete this message, and do not use, disseminate, or copy its contents. Thank you.

From: Selena Griffett <sgriffett@cityoffortpierce.com>
Sent: Thursday, July 10, 2025 8:29 AM
To: Cordoba, Wanda <Wanda.Cordoba@dot.state.fl.us>
Cc: Mark Zrallack <mzrallack@cityoffortpierce.com>
Subject: RE: FM# 453492-1-58-01 NEBRASKA AVENUE FROM SOUTH LAWNWOOD CIRCLE TO SOUTH 13TH STREET / DRAFT LAP Agreement

EXTERNAL SENDER: Use caution with links and attachments.

Good Morning Wanda,

I know we talked about an FDOT response to the City Attorney's comment, but if possible could we get an email or something more "official" that I can provide to the City Attorney.

Once we have that, I can hopefully schedule this for the August 4 City Commission meeting for signature and approval.

Selena Griffett PE | Project Engineer | City of Fort Pierce
Engineering Department
Phone: 772.467.3780 Cell: 772.519.1081 Fax: 772.460.6847 100 North U.S. 1 Fort Pierce

Website | Facebook | Survey

From: Cordoba, Wanda <Wanda.Cordoba@dot.state.fl.us>
Sent: Wednesday, July 9, 2025 4:42 PM
To: Selena Griffett <sgriffett@cityoffortpierce.com>
Subject: FW: FM# 453492-1-58-01 NEBRASKA AVENUE FROM SOUTH LAWNWOOD CIRCLE TO SOUTH 13TH STREET / DRAFT LAP Agreement
Importance: High

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.

Hello Selena: What is the status of the DRAFT Agreement? When will it be executed and returned to the department?

Thanks

Wanda Cordoba, LAP Local Program Coordinator
In-House Consultant
Florida Department of Transportation
Program Management – District 4
3400 West Commercial Blvd

Fort Lauderdale, FL 33309
Office: 954-777-4066
(Monday- Thursday 8:00am – 5:00pm)
(Friday 8:00am-2:30pm)
Wanda.Cordoba@dot.state.fl.us

From: Cordoba, Wanda
Sent: Thursday, June 5, 2025 1:42 PM
To: Selena Griffett <sgriffett@cityoffortpierce.com>
Subject: FM# 453492-1-58-01 NEBRASKA AVENUE FROM SOUTH LAWNWOOD CIRCLE TO SOUTH 13TH STREET / DRAFT LAP Agreement
Importance: High

Hello Selena: Please find attached the DRAFT LAP Agreement for the subject project for your review, approval, and execution.

Please execute and return ONE (1) signed Original Agreement via email along with ONE (1) original or ONE (1) certified copy of the Commission Resolution that authorizes the execution of the Agreement.

If unable to provide ONE (1) certified copy of the Commission Resolution than please provide ONE (1) certified copy of the Minutes of the Commission Meeting at which this Agreement was approved for execution.

Although we are asking for your execution, the Department will hold FDOT execution until we receive the Right of Way and Environmental Certification.

Should you have any questions, please contact me

If you need anything, please let me know.

Thank you
Wanda Cordoba, LAP Local Program Coordinator
In-House Consultant
Florida Department of Transportation
Program Management – District 4

3400 West Commercial Blvd
Fort Lauderdale, FL 33309
Office: 954-777-4066
(Monday- Thursday 8:00am – 5:00pm)
(Friday 8:00am-2:30pm)
Wanda.Cordoba@dot.state.fl.us



TO: SELENA GRIFFETT

FROM: SARA HEDGES, CITY ATTORNEY **SH**

RE: NEBRASKA AVENUE SIDEWALK - FDOT LAP AGREEMENT

CAO RLS FILE: RLS 25-217

DATE: AUGUST 12, 2025

I have reviewed the above Request for Legal Services (RLS) related to a Resolution and an FDOT LAP Agreement for the Nebraska Avenue Sidewalk. The Resolution was not submitted in a Word format for changes to be made. The following changes are needed to the Resolution:

1. In the Title Block, the word "Agreements" in the nineth line should be changed from plural to singular: "Agreement".

2. Section 2 should be changed as follows:

   That the ~~City of Fort Pierce~~ ~~shall enter into agreements~~ Local Agency Program Agreement with the Department of Transportation of the State of Florida for the Nebraska Avenue Sidewalk Project is attached as Exhibit A.

3. Section 3 should be changed as followed:

   That Exhibit A is hereby approved, and the Mayor, City Clerk, and City Attorney are hereby authorized to ~~enter into said agreements~~ take all actions necessary on behalf of the City of Fort Pierce to execute the Local Agency Program Agreement in Exhibit A.

This is a resubmitted RLS related to RLS 25-217. In the previous review, this Office explained its recommendation that Paragraph 15(b) requiring the City agree to indemnify, defend, and hold harmless FDOT be deleted from the Agreement for the following reasons:

1. This term has not been included in recent FDOT agreements reviewed and approved by this Office.

2. While attempts were made to limit any waiver to the extent permitted by law in the proposed Agreement language, such is not absolute.

3. Indemnification is disfavored by the Courts.

4. Hold harmless and 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 hold harmless and indemnify another should not be entered into by the City. While the Florida Supreme Court, in a matter of first impression, did find "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", the decision was made related to indemnification (which reimburses for losses or damages) and not specifically hold harmless (which shifts liability to the other party). 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. Additionally, the language included in the template Agreement includes hold harmless language, not just indemnification language.

This Office's recommendation is further supplemented by the following:

1. Courts do and have held those with sovereign immunity protections can waive those through contracts. The attempt to limit the waiver is not a foolproof protection when the City has the ability to contract the protection away. See Fla. Dep't of Nat. Res. v. Garcia, 753 So. 2d 72 (Fla. 2000); Am. Home Assur. Co. v. Nat'l R.R. Passenger Corp., 908 So. 2d 459, 473 (Fla. 2005); City of Fort Lauderdale v. Israel, 178 So. 3d 444, 448 (Fla. Dist. Ct. App. 2015). The attempt to limit the amount of liability is also not absolute, as the same rationale that the City can contract it away exists. See Fla. Dep't of Transp. v. Schwefringhaus, 188 So. 3d 840, 846 (Fla. 2016).

2. The City's insurance carrier has indicated the City's policy does not allow it to circumvent their ability to recover from third parties because it waives rights afforded to them under our policy. Further, that agreeing to indemnify, defend, and hold harmless FDOT could result in a denial of a claim from the City for coverage under our policy.

You have included with this RLS an email response from FDOT's Interim Chief Counsel, District Four related to the City's request to delete Section 15(b) that states:

> I reviewed the attached documents and emails regarding paragraph 15 (b) of the LAP agreement. The language of this paragraph is sufficiently limited to the legal requirements of 768.28 and, therefore, will not be changed by the Department. Additionally, the terms and conditions of this LAP agreement serve as the Department's template agreement for these agreements and are not subject to change unless they violate FL law.

Based on the refusal of FDOT to delete the language in Section 15(b) from the Agreement, the City Commission will need to decide whether they are willing to approve the Agreement with the above concerns noted. It should be clearly understood that by agreeing to indemnify, defend, and hold harmless, the City is taking on additional risk and liability that could cause it to expend funds (to include hiring an attorney to defend FDOT) and could be determined by a court to be a waiver of sovereign immunity protections, meaning the City would not have immunity and no cap on liability payments would exist. Further, that our insurance carrier has indicated the City

may be denied coverage, as explained above, which would result in the City having to pay claims and judgments out of pocket and not be provided an attorney to represent and defend the City.

With the above understanding, I have reviewed the Agreement. It is approved as to form and correctness, with the understanding this Office does not recommend it be signed with Section 15(b) included.

Please note, Exhibit A has a project schedule with dates that have already passed. This should be reviewed for any updates that are needed prior to presenting this Agreement to the City Commission.

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

Thank you.
SH

188 So.3d 840
Supreme Court of Florida.

FLORIDA DEPARTMENT OF TRANSPORTATION, Petitioner,
v.
Dorthy SCHWEFRINGHAUS, et al., Respondents.

No. SC14–69
|
April 7, 2016.

Synopsis
Background: Wife, on her own behalf and as personal representative of the estate of her husband, who had died in railroad crossing accident, filed negligence suit against railroad, and railroad brought Department of Transportation (DOT) into action as a third-party defendant. Following a settlement with the plaintiffs, the Circuit Court, Pasco County, Linda Babb, J., entered judgment requiring DOT to indemnify railroad in the amount of $502,462.22. DOT appealed. The District Court of Appeal, Altenbernd, J., 128 So.3d 209, affirmed. The DOT petitioned for further review.

Holdings: The Supreme Court, Quince, J., held that:

[1] DOT could not invoke sovereign immunity to defeat its obligations under crossing agreement, and

[2] crossing agreement was not controlled by statutory restrictions allowing waiver of liability only for liability for torts caused by the negligent or wrongful act or omission of any employee of the agency or subdivision while acting within the scope of the employee's office or employment.

Affirmed.

Procedural Posture(s): On Appeal.

West Headnotes (6)

[1] Indemnity Requisites and Validity of Contracts
States Particular Claims and Actions

State Road Department had inherent authority to enter into an indemnification agreement as part of a crossing agreement with railroad, and thus, its successor, the Department of Transportation, could not invoke sovereign immunity to defeat its obligations under the agreement; indemnity clause was part and parcel of the fairly authorized crossing agreement, not based on the clause itself being fairly authorized, and the agreement necessitated the expenditure of funds for the Department to construct and maintain the road it was licensed to build, with the indemnity provision being merely an additional performance obligation that required the Department to expend funds. West's F.S.A. Const. Art. 7, § 1(c).

2 Cases that cite this headnote

[2] Appeal and Error De novo review

A trial court's ruling on a motion for summary judgment is subject to de novo review.

[3] Public Contracts Authority and capacity of particular governmental bodies to contract
States Power, Authority, and Capacity to Contract

When the State is statutorily authorized to enter into a contract, that authority includes the obligations necessary to fulfill the terms of that contract.

2 Cases that cite this headnote

[4] Indemnity Railroads
States Particular Acts and Claims

Crossing agreement that required Department of Transportation to indemnify and save harmless railroad from and against all loss, damage, or expense arising or growing out of the construction, condition, maintenance, alteration, or removal of highway railroad crossing was not controlled by statutory restrictions allowing waiver of liability only for torts caused by the negligent or wrongful act or omission of any employee of the agency or subdivision while acting within the scope of the employee's office

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or employment; the plain language of the statute indicated that it applied only to tort claims. West's F.S.A. § 768.28.

[5] **States** Mode and sufficiency of waiver or consent

Statutes purporting to waive sovereign immunity must be clear and unequivocal.

5 Cases that cite this headnote

[6] **States** Construction of waiver or consent in general

Waiver cannot be found by inference or implication, and statutes waiving sovereign immunity must be strictly construed.

4 Cases that cite this headnote

Attorneys and Law Firms

***841** Gerald B. Curington, General Counsel, and Marc Allen Peoples, Assistant General Counsel, Florida Department of Transportation, Tallahassee, FL, for Petitioner.

Daniel John Fleming of Melkus, Fleming & Gutierrez, P.L., Tampa, FL; and Dan Himmelfarb of Mayer Brown LLP, Washington, D.C., for Respondent CSX Transportation, Inc.

Stephen Michael Durden, Jacksonville, FL, for Amicus Curiae Florida Association of County Attorneys.

Peter D. Webster of Carlton Fields Jorden Burt, P.A., Tallahassee, FL; Wendy Frank Lumish of Carlton Fields Jorden Burt, P.A., Miami, FL; and Daniel Saphire, Assistant General Counsel, Association of American Railroads, Washington, District of Columbia, for Amicus Curiae Association of American Railroads.

Stephen H. Grimes and Matthew Harrison Mears of Holland & Knight LLP, Tallahassee, FL; and William Wells Large, Florida Justice Reform Institute, Tallahassee, FL, for Amici Curiae Florida Justice Reform Institute, Florida Chamber of Commerce, and Associated Industries of Florida.

Opinion

QUINCE, J.

This case is before the Court for review of the decision of the Second District Court of Appeal in *Department of Transportation v. CSX Transportation, Inc.*, 128 So.3d 209 (Fla. 2d DCA 2013). In its decision, the district court ruled upon the following questions, which the court certified to be of great public importance:

> IS DOT BOUND BY A RAILROAD CROSSING AGREEMENT UNDER WHICH IT RECEIVED A REVOCABLE LICENSE TO USE LAND AS RIGHT–OF–WAY IF THE SOLE ***842** CONSIDERATION FOR THE LICENSE WAS AN AGREEMENT TO INDEMNIFY THE RAILROAD FOR LOSSES ARISING OUT OF DOT'S ACTIVITY ON THE LAND?
>
> IF SO, IS DOT'S LIABILITY UNDER THE CROSSING AGREEMENT LIMITED BY SECTION 768.28(5), FLORIDA STATUTES (2002)?

Id. at 215. We have jurisdiction. *See* art. V, § 3(b)(4), Fla. Const. For the reasons that follow, we approve the decision of the Second District, answer the first certified question in the affirmative, and answer the second in the negative.

FACTS

The Florida Department of Transportation (DOT) appealed a judgment awarding $502,462.22 to CSX Transportation, Inc. (CSX) as indemnity for the amount of a settlement and related attorneys' fees paid by CSX to resolve a negligence action arising from an accident at a railroad crossing. *CSX Transp., Inc.*, 128 So.3d at 210. CSX requested indemnification under a 1936 crossing agreement between Seaboard Air Line Railway Company (Seaboard)—predecessor to CSX—and the State Road Department—the DOT's predecessor. *Id.* at 211. The agreement allowed the State Road Department, as a licensee, to construct and maintain a road that crossed over railroad tracks owned at the time by Seaboard. *Id.* However, the agreement also contained an indemnity clause, which read, "The [State Road Department] will indemnify and save harmless [Seaboard Air Line Railway Company] from and against all loss, damage or expense arising or growing out of the construction, condition, maintenance, alteration or removal of the highway hereinabove described." *Id.* at 216–17.

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The facts that prompted the filing of suit are as follows:

> On October, 29, 2002, [Robert and Dorthy Schwefringhaus [1]] were riding eastbound in their car on State Road 52 near Giddens Road. A truck, heading westbound, went over some railroad tracks owned by CSX. The crossing was allegedly in poor maintenance, and a trailer behind the truck disconnected. The trailer and its load of lumber struck the couple's car, killing [Mr. Schwefringhaus] and badly injuring [his] wife. State Road 52 is the successor number for State Road 210 [the subject of the 1936 crossing agreement].... By 2002, this road was a major highway, connecting I–75 on the east to the newly constructed Suncoast Parkway on the west.
>
> [Ms. Schwefringhaus], on her own behalf and as personal representative of the estate of her husband, filed suit against CSX in 2004. The truck driver who dropped the trailer was apparently never identified and was not a party to the lawsuit. CSX brought DOT into this action as a third-party defendant in 2008.[[2]] Ultimately, following a settlement with the plaintiffs, the trial court entered this judgment requiring DOT to indemnify CSX in the amount of $125,000 for the settlement of this lawsuit and $377,462.22 for the expenses arising from its failure to defend the suit.

Id. at 211–12 (footnotes added). On appeal to the Second District, the DOT argued the indemnity clause was invalid because ***843** the State Road Department had no legal authority to enter into the agreement. *Id.* at 210–11. In the alternative, the DOT argued that pursuant to section 768.28(5), Florida Statutes (2002), its liability for breach of the crossing agreement must be limited to $200,000, with CSX seeking payment of any additional amount from the Florida Legislature. *Id.* at 211.

The Second District rejected the DOT's argument that the State Road Department had no authority to agree to indemnification, finding this case similar enough to two cases [3] in which this Court enforced the indemnity agreements to warrant the same result. *Id.* at 212. The district court also found that the indemnity clause was the only consideration the State provided to CSX for the agreement. *Id.* Accordingly, the court observed that finding the indemnity agreement unenforceable would void the entire crossing agreement, entitling CSX "to prevent any vehicles from crossing its tracks, effectively closing State Road 52" and potentially many other roads where similar, standardized crossing agreements containing this same language were used. *Id.* at 212–13.

The Second District also relied on estoppel principles to find the indemnity clause enforceable, *id.* at 214 n. 5, and suggested that because CSX did not require a lump sum payment at the inception of the contract or annual payments during its term, the indemnity payment was simply the DOT's payment for a license "that apparently was free of charge for its first sixty-five years." *Id.* at 213. While the Second District recognized "that Florida's Constitution states that '[n]o money shall be drawn from the treasury except in pursuance of appropriation made by law,' " it did not read this provision as prohibiting the trial court from entering a monetary judgment requiring the DOT to indemnify CSX. *Id.* at 214.

Regarding the DOT's argument that the judgment must be limited to $200,000, the district court found that statutes, such as section 768.28, that limit liability as part of the Legislature's partial waiver of sovereign immunity apply "only to judgments recovering damages for tort, not to judgments recovering damages under legal theories that may be analogous to torts." *Id.* This case involved the latter because the district court found the DOT liable based on an express written contract. *Id.* Recognizing that its decision could broadly impact similar long-standing agreements throughout the state and affect commerce, the Second District certified the following two questions of great public importance:

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IS DOT BOUND BY A RAILROAD CROSSING AGREEMENT UNDER WHICH IT RECEIVED A REVOCABLE LICENSE TO USE LAND AS RIGHT–OF–WAY IF THE SOLE CONSIDERATION FOR THE LICENSE WAS AN AGREEMENT TO INDEMNIFY THE RAILROAD FOR LOSSES ARISING OUT OF DOT'S ACTIVITY ON THE LAND?

IF SO, IS DOT'S LIABILITY UNDER THE CROSSING AGREEMENT LIMITED BY SECTION 768.28(5), FLORIDA STATUTES (2002)?

Id. at 215. The DOT appealed, and the Florida Association of County Attorneys filed an amicus brief in support of the DOT's position. The Association of American Railroads filed an amicus brief in support ***844** of Respondent CSX, and the Florida Justice Reform Institute, the Florida Chamber of Commerce, Inc., and Associated Industries of Florida, Inc. jointly filed an amicus brief, also supporting Respondent CSX.

ANALYSIS

[1] **[2]** We have previously held that the defense of sovereign immunity will not protect the State from a cause of action arising from its breach of an express, written contract into which it had statutory authority to enter. *Pan–Am Tobacco Corp. v. Dep't of Corr.,* 471 So.2d 4, 5–6 (Fla.1984). Both parties agree that this principle applies here, but they disagree as to how it applies. Respondent CSX argues that because the State Road Department had statutory authority to enter into the crossing agreement, *Pan–Am* prohibits the DOT from relying on sovereign immunity to bar suit for its breach of the indemnity provision within that agreement. The DOT asserts that *Pan–Am's* requirement of statutory authority is not met in this case because although the State Road Department had authority to enter into the crossing agreement, it did not have authority to agree to the indemnity clause. Therefore, according to the DOT, the indemnity provision is unenforceable, and *Pan–Am's* waiver of sovereign immunity does not apply. We agree with Respondent CSX and find that under *Pan–Am,* the DOT cannot use sovereign immunity where the DOT breached a provision of a statutorily authorized crossing agreement. [4]

In *Pan–Am,* the Florida Department of Corrections breached its contract with Pan–Am Tobacco Corporation by terminating the agreement early and without using the required termination procedures within the contract. *Id.* at 4–5. We noted that the Legislature, in section 768.28, Florida Statutes, waived sovereign immunity in tort law, but not in contracts. *Id.* at 5. However, we found that the Legislature's grant of power to the State to enter into contracts indicates the Legislature's intent that those contracts be binding and mutually enforceable. *Id.* Thus, we held that "where the state has entered into a contract fairly authorized by the powers granted by general law, the defense of sovereign immunity will not protect the state from action arising from the state's breach of that contract." *Id.* The question here is whether *Pan–Am* requires the State Road Department to have had statutory authority to enter into the indemnity clause itself or whether statutory authority to enter into the *crossing agreement* is sufficient.

[3] The DOT argues that the indemnity clause requires separate statutory authorization because it is essentially a waiver of sovereign immunity, which only the Legislature has the power to waive. *See Am. Home Assurance Co. v. Nat'l R.R. Passenger Corp.,* 908 So.2d 459, 471–72 (Fla.2005) ("Only the Legislature has authority to enact a general law that waives the state's sovereign immunity."); Art. X, § 13, Fla. Const. ("Provision may be made by general law for bringing suit against the state as to all liabilities now existing or hereafter originating."). However, we addressed this argument in *Pan–Am,* wherein we found an implied waiver of sovereign immunity for contract claims, despite the nonexistence of an express legislative waiver in that context. *See Cty. of Brevard v. Miorelli Eng'g, Inc.,* 703 So.2d 1049, 1050 (Fla.1997); ***845** *State v. Family Bank of Hallandale,* 623 So.2d 474, 479 (Fla.1993). We stated, "Where the legislature has, by general law, authorized entities of the state to enter into contract or to undertake those activities which, as a matter of practicality, require entering into contract, the legislature has clearly intended that such contracts be valid and binding on both parties." *Pan–Am,* 471 So.2d at 5. Otherwise, the legislative authorization to undertake such activities would be void and meaningless. *Id.* Thus, when the State is statutorily authorized to enter into a contract, that authority includes the obligations necessary to fulfill the terms of that contract.

Our decision in *American Home* also reinforces this conclusion. 908 So.2d at 463. In that case, a municipal agency (KUA) entered into a crossing agreement with CSX, in which KUA agreed to indemnify CSX and others against certain losses. *Id.* at 462–63. We found that the indemnification provision was not controlled by the breach-of-contract principles in *Pan–Am* "because that case addressed the

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contractual liabilities of the state, while municipalities historically have possessed liability for their contracts." *Id.* at 474.[5] We determined that KUA had authority to enter into contracts for municipal services—including the crossing agreement—and that as consideration for the license to use CSX's property and in recognition of the increased risks associated with such use, KUA agreed to indemnify CSX against any loss. *Id.* at 476. Because the indemnification clause was part and parcel of the "fairly authorized" crossing agreement in that case, we found the clause to be binding and enforceable. *Id.* Accordingly, we concluded that a municipal agency like KUA has inherent authority to "enter into an indemnification agreement as part of a contract with a private party and may not invoke sovereign immunity to defeat its obligations under the contract." *Id.*

Although we determined that *Pan–Am* did not apply, our decision in *American Home* still required that we discuss KUA's "statutory authority"—the same element under *Pan–Am* that is relevant to the instant case. Our finding that KUA had authority to enter into the indemnity clause was based on that clause being "part and parcel" of the "fairly authorized" crossing agreement, not based on the clause itself being fairly authorized. Just as in *American Home,* the crossing agreement here was statutorily authorized, and the indemnity provision therein was "part and parcel" of that statutorily authorized crossing agreement. As such, under *Pan–Am,* the DOT may not invoke sovereign immunity to defeat its performance obligations under the crossing agreement.

The DOT also asserts that the indemnity provision is unenforceable because it improperly authorizes expenditures from the state treasury, which only the Legislature can do. *Am. Home,* 908 So.2d at 474 ("The state may not employ state funds unless such use of funds is made pursuant to an appropriation by the Legislature."); Art. VII, § 1(c), Fla. Const. ("No money shall be drawn from the treasury except in pursuance of appropriation made by law."). However, our holding in *Pan–Am* addresses this argument as well because the State is authorized to expend funds necessary to perform its obligations under the contract. *See Pan–Am,* 471 So.2d at 5. In this case, the crossing agreement necessitated the expenditure of funds for the DOT to construct ***846** and maintain the road it was licensed to build. The indemnity provision was merely an additional performance obligation that required the DOT to expend funds. The authorization to fulfill one's performance under a contract does not disappear merely because the performance obligation happens to implicate tort law. Accordingly, we find that the DOT is bound by the crossing agreement—including the indemnity clause—and answer the first certified question in the affirmative.[6]

[4] **[5]** **[6]** The second certified question asks if the DOT's liability under the crossing agreement is limited by section 768.28(5), Florida Statutes (2002). *CSX Transp., Inc.,* 128 So.3d at 215. However, we have previously held that the liability limits of section 768.28 do not apply to non-tort claims. *See Am. Home,* 908 So.2d at 474 (concluding that section 768.28 was not applicable where the indemnity provision was based on a contract); *Provident Mgmt. Corp. v. City of Treasure Island,* 796 So.2d 481, 486 (Fla.2001) (refusing to apply section 768.28 to restrict the award of damages against the State for the erroneous issuance of a temporary injunction because "that statute applies only when the governmental entity is being sued in tort"). This holding is supported by the principle that "statutes purporting to waive sovereign immunity must be clear and unequivocal." *Spangler v. Fla. State Tpk. Auth.,* 106 So.2d 421, 424 (Fla.1958). Waiver cannot be found by inference or implication, and statutes waiving sovereign immunity must be strictly construed. *Id.* Here, the plain language of this subsection indicates that it applies only to tort claims. § 768.28(5), Fla. Stat. (explaining that state agencies and subdivisions "shall be liable *for tort claims* in the same manner and to the same extent as a private individual," but placing limits on that liability) (emphasis added). Even section 768.28(1), which establishes the limited waiver of sovereign immunity, states that it only applies to causes of action seeking "*to recover damages in tort*." *Am. Home,* 908 So.2d at 474. We hereby reaffirm that section 768.28(5) applies only to tort actions, and we answer the second certified question in the negative.

CONCLUSION

Based on the foregoing, we find that the breach-of-contract principles in *Pan–Am* prohibit the DOT from using sovereign immunity to avoid suit for its breach of the crossing agreement. We also find that DOT is bound by the indemnity provision as a part of the statutorily authorized crossing agreement, and that the limits of liability in section 768.28(5) do not apply. We affirm the Second District's opinion in *Department of Transportation v. CSX Transportation, Inc.,* 128 So.3d 209 (Fla. 2d DCA 2013), and remand for disposition in accordance with this opinion.

It is so ordered.

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LABARGA, C.J., and PARIENTE, LEWIS, CANADY, POLSTON, and PERRY, JJ., concur.

All Citations

188 So.3d 840, 41 Fla. L. Weekly S137

Footnotes

1 There is some confusion in the record as to the proper spelling of Ms. Schwefringhaus' first name. Her deposition reveals that the correct spelling is “Dorthy.”

2 The trial court granted CSX's motion to bifurcate the liability and damages phases of the third-party suit and granted, in part, CSX's Motion for Partial Summary Judgment against the DOT.

3 *Am. Home Assurance Co. v. Nat'l R.R. Passenger Corp.,* 908 So.2d 459, 463, 473–74 (Fla.2005) (enforcing crossing agreement between railroad company and a municipal agency, although emphasizing that this Court was not resolving the issue as to a state subdivision or agency); *Russell v. Martin,* 88 So.2d 315 (Fla.1956) (enforcing private crossing agreement between railroad company and a private property owner).

4 This case involves a pure question of law and a trial court's ruling on a motion for summary judgment—both of which are subject to de novo review. *Maronda Homes, Inc. of Fla. v. Lakeview Reserve Homeowners Ass'n, Inc.,* 127 So.3d 1258, 1268 (Fla.2013).

5 The DOT argues that *American Home* is distinguishable from the instant case because that case involved a municipality, not a state agency. However, that distinction was only relevant to determine whether *Pan–Am* applied, not the issue here—which is whether the application of *Pan–Am* requires the crossing agreement, generally, or the indemnity clause, specifically, to be statutorily authorized.

6 In the Second District's opinion below, the majority and the dissent phrase this certified question differently based on characterizing the indemnity provision as either the sole consideration or instead as partial consideration for the crossing agreement. We note that neither characterization affects our holding as to this certified question.

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753 So.2d 72
Supreme Court of Florida.

FLORIDA DEPARTMENT OF
NATURAL RESOURCES, etc., Petitioner,
v.
Juan A. GARCIA, Jr., et al., Respondents.

No. SC93065
|
Feb. 10, 2000.

Synopsis
Swimmer, who was injured at well-known beach area when he allegedly struck his head on debris left behind from demolition of pier, filed negligence action against city, county, contractors, and state. The Circuit Court, Dade County, Jon I. Gordon, J., granted summary judgment to state. Swimmer appealed. The District Court of Appeal, 707 So.2d 1158, reversed and remanded. On application for review, the Supreme Court, Pariente, J., held that: (1) state, which was aware that public beach was operated by city, derived profit from beach, and limited terms of beach operation under management clause, could not avoid liability for breach of duty of care on ground that state had not formally designated area for public use; (2) public use of area for swimming was not determinative, but only one factor, in resolving whether state had operational-level duty to maintain swimming area with reasonable care; and (3) state was not precluded by statute from entering into management agreement that allowed state to be indemnified by city for any liability arising from operation of beach.

Affirmed in part, reversed in part, and remanded.

Wells, J., filed a dissenting opinion, joined by Harding, C.J.

Procedural Posture(s): On Appeal; Motion for Summary Judgment.

West Headnotes (9)

[1] Municipal, County, and Local Government Parks, squares, plazas, and other outdoor public places

Governmental entity that operates a swimming facility assumes the common law duty to operate the facility safely, just as a private individual is obligated under like circumstances.

1 Case that cites this headnote

[2] Municipal, County, and Local Government Parks, squares, plazas, and other outdoor public places

Governmental entity operating a public swimming area will have the same operational-level duty to invitees as a private landowner: the duty to keep the premises in a reasonably safe condition and to warn the public of any dangerous conditions of which it knew or should have known.

4 Cases that cite this headnote

[3] Municipal, County, and Local Government Parks, squares, plazas, and other outdoor public places

Test for whether governmental entity owed operational-level duty to safely operate public swimming area was not whether body of water had been formally designated as public swimming area; rather, test was whether, under all circumstances, actions of government entity held area out to public as swimming area or led public to believe area was designated swimming area.

4 Cases that cite this headnote

[4] States Personal injuries in general

State could not avoid liability for any breach of common law duty of care to swimmers at well-known beach that city operated as public swimming area under management agreement with state, on ground that State had not formally designated beach as public swimming area, given that management agreement made State aware that city would operate beach as public swimming area, agreement limited terms of operation, and agreement provided State with actively derived profit from public use of beach.

4 Cases that cite this headnote

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[5] **Municipal, County, and Local Government** Parks, squares, plazas, and other outdoor public places

Common use of public area for swimming is not determinative, but only one factor, in resolving whether governmental entity has operational-level duty to maintain swimming area with reasonable care.

[6] **Municipal, County, and Local Government** Premises liability in general

If a governmental entity creates a hazardous condition that would not be readily apparent to the public and has knowledge of the presence of people likely to be injured by the dangerous condition, the government has a duty to either correct the condition or warn the public.

[7] **Municipal, County, and Local Government** Parks, squares, plazas, and other outdoor public places

Duty of governmental entity to warn the public of known dangerous conditions that the government entity has created would apply if the government knew an area was commonly used for swimming, regardless of whether the government entity had decided to operate a public swimming area.

2 Cases that cite this headnote

[8] **Municipal, County, and Local Government** Unauthorized or Illegal Contracts

Public Contracts Unauthorized or Illegal Contracts

Governmental entity is only prohibited from entering into agreements to indemnify another agency or subdivision of state for other entity's negligence or to assume any liability for other entity's negligence, but not from entering agreement to indemnify for its own negligence, by plain language of indemnification section of sovereign immunity statute, providing that contracts between state and any agency or subdivision of state must not contain any provision that requires one party to indemnify or insure other party for other party's negligence or to assume any liability for other party's negligence. West's F.S.A. § 768.28(18).

1 Case that cites this headnote

[9] **Indemnity** Secondary liability

Nonnegligent party who is vicariously liable for the tortious actions of another can seek indemnification from the tortfeasor.

Attorneys and Law Firms

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Opinion

PARIENTE, J.

We accepted jurisdiction to review *Garcia v. State Department of Natural Resources,* 707 So.2d 1158 (Fla. 3d DCA 1998), based on express and direct conflict with *Warren v. Palm Beach County,* 528 So.2d 413 (Fla. 4th DCA 1988). We have jurisdiction. *See* art. V, § 3(b)(3), Fla. Const.

Respondent, Juan Garcia, Jr., was seriously injured on February 1, 1989, when he dove into the Atlantic Ocean along the "South Beach" area of Miami Beach. *See Garcia,* 707 So.2d at 1159. He struck his head on debris on the ocean bottom that had allegedly been left there after the ***74** demolition of the South Beach pier.[1] *See id.* Garcia was rendered a quadriplegic, and he and his parents sued the City of Miami Beach (the City), Metropolitan Dade County, and the Florida Department of Natural Resources (the State), among others, for negligence in failing to remove certain

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underwater debris at the site, and for failing to take the necessary precautions to prevent the accident.

In 1982, the State entered into a management agreement with the City allowing the City to manage South Beach. The management agreement: (1) provided that the State "holds title" to the beach property; (2) granted the City "management responsibilities" of the beach for twenty-five years; (3) required the City to submit a "management plan" providing for "the limitation and control of land and water related activities such as boating, *bathing,* surfing, rental of beach equipment, and sale of goods and services to the public;" and (4) required the City to pay the State twenty-five percent of revenues collected from private concessionaires. However, the State never formally designated the beach as a swimming area, nor did the State ever operate the beach as a public swimming area. The trial court granted the State's motion for summary judgment on the grounds that: (1) the State had never designated the beach as a public swimming area, and thus it had no duty of care to swimmers, and (2) even if the State owed a duty of care to the swimmers at South Beach, it had delegated the duty to the City in the management agreement.

On appeal, the Third District reversed, concluding that government entities operating a public swimming area owe a duty to operate the area safely. *See Garcia,* 707 So.2d at 1159. This duty of care arises whenever a "body of water [is] held out to be a public swimming area and/or commonly used by the public as a swimming area[,]" even though the body of water was never formally designated as a public swimming area by the government entity. *Id.* The Third District reasoned that this duty of care is nondelegable, and thus the State could not delegate the duty to the City through its management agreement. The Third District also pointed out that the decision would not impose financial hardships on the State because the management agreement contained an indemnification clause requiring the City to reimburse the State for any liability arising solely from its ownership of the beach. *See id.* at 1160. The Third District remanded the case for a trial.

The State initially focuses on the broad language of the Third District's opinion that could be read as imposing a duty of care to the public whenever a body of water is commonly used as a public swimming area, even if it is not formally designated as a swimming area by the State. It contends that because the State holds in public trust vast amounts of lands underlying bodies of water, the potential effect of the Third District's opinion is to make the State potentially liable for any swimming injuries occurring in these waters. The State further argues that because it never formally designated South Beach as a swimming area, or controlled the swimming area, it never assumed an operational-level duty to operate South Beach safely.

Garcia counters that South Beach is a world-renowned public swimming area. The Third District's opinion, according to Garcia, simply follows well-settled law that when a government entity operates a public swimming area, the government entity owes a duty to its invitees to maintain the premises in a reasonably safe condition, ***75** and this duty cannot be delegated to others.

We address two separate issues raised by the State: (1) whether a formal designation as a public swimming area is necessary before a common law duty to maintain the swimming area in a reasonably safe condition arises; and (2) whether the district court in this case incorrectly concluded that the State could insulate itself from liability through indemnification agreements with the local government entities operating the public swimming area.

STATE'S LIABILITY FOR INJURIES IN BODIES OF WATERS

[1] **[2]** **[3]** A governmental entity that operates a swimming facility "assumes the common law duty to operate the facility safely, just as a private individual is obligated under like circumstances." *Avallone v. Board of County Comm'rs,* 493 So.2d 1002, 1005 (Fla.1986); *see Butler v. Sarasota County,* 501 So.2d 579 (Fla.1986). Thus, a government entity operating a public swimming area will have the same operational-level duty to invitees as a private landowner—the duty to keep the premises in a reasonably safe condition and to warn the public of any dangerous conditions of which it knew or should have known. [2] *See, e.g., Avallone,* 493 So.2d at 1005; *Brightwell v. Beem,* 90 So.2d 320, 322 (Fla.1956); *Hylazewski v. Wet 'N Wild, Inc.,* 432 So.2d 1371, 1372 (Fla. 5th DCA 1983).

The core question presented in this case is whether a formal designation as a swimming area by the State is a prerequisite to the State's liability for breach of duty to operate the swimming facility safely, and if not, what must be shown before a duty of care to operate the swimming area safely arises. This Court's decision in *Avallone* did not

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expressly require the government entity to "designate" a public swimming area as a precondition to assuming liability for failing to operate the swimming area safely. 493 So.2d at 1005. However, the Court in *Butler* found the government entity to be liable because it created "a designated swimming area where the dangerous condition existed." 501 So.2d at 579. Thus, our prior cases do not squarely resolve this question.

[4] The appellate courts addressing this issue have focused on whether the government entity held the area out to the public as a suitable place to swim, rather than relying solely on whether the government had "designated" the area for swimming. *See Andrews v. Department of Natural Resources,* 557 So.2d 85, 89 (Fla. 2d DCA 1990); *Warren,* 528 So.2d at 415. The first decision passing on this question was *Warren,* where the plaintiff was injured when he dove into a lake at a public park owned by a county. The Fourth District concluded that "[s]ince the county did not designate Lake Osborne as a swimming area and did not in any manner contribute to the condition of the water or the lake bottom alleged to have presented an illusion of depth, it cannot be held liable to appellant." *Warren,* 528 So.2d at 415. The Fourth District focused on evidence that the county had taken active steps to prohibit swimming at the park: an ordinance prohibited swimming at the park, the park rangers were instructed to discourage or prevent swimming, and there were no signs permitting swimming or diving that would lead a person to conclude that the lake had been designated as a swimming facility by the county. *See id.*

This analysis focusing on the totality of the circumstances is consistent with the Second District's opinion in *Andrews,* where a person drowned while swimming at a state park. 557 So.2d at 86. The Second District framed the "critical question" as whether the State had "designated the area where the drowning occurred as a swimming area." *Id.* at 88. In resolving this question, the Second District considered ***76** evidence that the State knew that the section of the beach was commonly used for swimming, signs in the area permitted swimming, and the park brochure stated that swimming was permitted without designating a specific area. *See id.* at 89. The Second District determined that an issue of material fact existed as to whether "the state led the public to believe that Dog Beach was a designated swimming area." *Id.* Thus, the court in *Andrews* concluded that the government entity would be liable if it held an area out to the public as suitable for swimming, regardless of whether the area had been formally "designated" for swimming. *Id.*

In this case, although the State itself had not formally designated South Beach to be a public swimming area, there is no dispute that South Beach was held out as a public swimming area by the City. Further, the State made a conscious decision to allow South Beach to be operated as a public swimming area when it signed the management agreement with the City. The management agreement unquestionably demonstrates that the State was aware that the City would operate South Beach as a public swimming area and the State does not contend otherwise.

In fact, the State's management agreement demonstrates more than just an acquiescence by the State to allow the City to operate South Beach. The management agreement required the City to submit a management plan detailing "the limitation and control of land and water related activities such as boating, *bathing, surfing,* rental of beach equipment, and sale of goods and services to the public."[3] (Emphasis supplied.) Additionally, the State required the City to submit twenty-five percent of all revenues collected from private concessionaires. Therefore, the State actually derived revenue from the City's operation of South Beach.

We conclude that the fact that the State never formally "designated" the beach as a public swimming area is not dispositive of whether the government owes an operational-level duty to safely operate a public swimming area if sufficient facts exist to demonstrate that the area was held out to the public as a public swimming area. The focus of the inquiry is not whether a formal designation occurred. Rather, as in *Warren* and *Andrews,* the actions of the government entity must be examined to determine whether, based on all the circumstances, the government entity held the area out to the public as a swimming area or led the public to believe the area was a designated swimming area.

The actual operation of South Beach by the City pursuant to the management agreement between the City and the State establishes that the basis for the State's liability in this case is the State's permission to grant the City the right to operate South Beach as a swimming area open to the public. Not only did the State agree to the operation of the public swimming area, but it put limitations on the terms of the operation and demanded twenty-five percent of the revenues. Thus, the language in *Garcia* suggesting that the State would be considered to be operating a public swimming area if people "commonly use" the area for swimming is dicta. To the extent that the assertion that people were "commonly using" the area

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may be relied on as the sole basis for imposing a common law duty of care, we disapprove of this isolated statement in *Garcia.*

[5] **[6]** **[7]** As *Andrews* indicates, the "common use" of an area for swimming may be one factor to consider in order to determine if a governmental entity held out the area as a public swimming area or, as in *Andrews,* led the public to believe that the area was designated as a swimming area. At one end of the spectrum is the circumstance where the government entity formally ***77** designates an area for public swimming. At the other end of the spectrum are circumstances where either the government entity actively attempts to prohibit swimming or has no knowledge that some part of an undesignated beach is being used by swimmers. [4]

Certainly, we would agree with the State that it would be an intolerable and unnecessary burden to expect the State to post "No Swimming" signs up and down its expansive coastline on the chance that residents of the State may, on their own, select a particular area to enjoy the ocean or other waterways. On the other hand, where an area such as South Beach is a well-known public swimming area, from which the State is actively deriving profit, the State has no basis for claiming immunity from suit merely because a formal designation as a state park did not occur. Accordingly, we approve the holding of the Third District reversing the summary judgment in favor of the State, but disapprove of the broad dicta suggesting that mere common use as a swimming area by the public creates an operational-level duty requiring the State to maintain the swimming area with reasonable care.

ABILITY OF THE STATE TO SEEK INDEMNIFICATION

[8] The State further challenges the Third District's statement that a decision to impose liability would not impose financial hardships because the management agreement contains an indemnification clause requiring the City to reimburse the State for any liability arising solely from ownership of the beach. *See Garcia,* 707 So.2d at 1160. According to the State, section 768.28(18), Florida Statutes (1999), precludes government entities from entering into indemnity agreements such as the management agreement. This section provides that:

> 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.*

Id. (emphasis supplied).

Although no courts have construed this provision, a plain reading of the statutory language reveals 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. In contrast, the agreement in this case was for the City to indemnify the State for the City's own negligence. Thus, an indemnification agreement is not prohibited by this statute.

[9] This interpretation of section 768.28(18) is also consistent with the common law right of indemnification. At common law, a nonnegligent party who is vicariously liable for the tortious actions of another can seek indemnification from the tortfeasor. *See, e.g.,* ***78** *Houdaille Indust., Inc. v. Edwards,* 374 So.2d 490 (Fla.1979). Therefore, at common law, the State would have been able to seek indemnity from the City if the State was without fault and held vicariously liable for the City's failure to keep South Beach reasonably safe.

Finally, with regard to the issue of the nondelegable duty raised by the dissent, the State has not challenged the Third District's statement that the landowner's duty to invitees to keep the premises reasonably safe is nondelegable. *See Garcia,* 707 So.2d at 1159. In fact, the State concedes that if it had first designated South Beach as a public swimming area and then turned over the operation of South Beach to the City, it could be vicariously liable. Because this matter is being reversed and remanded and neither party has raised or briefed the correctness of the Third District's statement, we decline to address the issue of the vicarious liability of a landowner.

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Accordingly, we approve the Third District's decision on the grounds stated in this opinion and disapprove of the statement that "common use" by the public is the basis for imposing a common law duty of reasonable care on the State. We remand for further proceedings consistent with this opinion.

It is so ordered.

SHAW, ANSTEAD, LEWIS and QUINCE, JJ., concur.

WELLS, J., dissents with an opinion, in which HARDING, C.J., concurs.

WELLS, J., dissenting.

I dissent from the majority's decision in this case because I conclude that the majority and the Third District Court of Appeal decided this case on the wrong basis. I can agree with the majority that the determination of whether a governmental unit is operating a swimming facility should not be based entirely upon whether there has been a formal designation as a public swimming area.

However, the determination should have been made by a straightforward application of *Avallone v. Board of County Commissioners,* 493 So.2d 1002 (Fla.1986), in which this Court said:

> A government unit has the discretionary authority to operate or not operate swimming facilities and is immune from suit on that discretionary question. However, once the unit decides to operate the swimming facility, it assumes the common law duty to operate the facility safely, just as a private individual is obligated under like circumstances.

Id. at 1005.

The key phrase in the above quotation is "decides to operate the swimming facility." In this case, it is undisputed that the State made a planning-level decision *not* to operate a public swimming facility at South Beach but rather to turn over operational control of this sovereignty land to the City. It is irrelevant that the State knew of, approved of, and shared in the revenues of the swimming facility. Under our holding in *Avallone,* the only salient fact here is that the State made an express decision not to operate a swimming facility and therefore did not waive sovereign immunity.

In my view, this simple conclusion avoids policy concerns that would emerge if, under these facts, the State were held to have waived sovereign immunity. The majority opinion exposes the State to liability for injuries to swimmers, surfers, fishermen, and boaters along hundreds of miles of beaches that are held in trust for the people of Florida. This is an unacceptable policy decision.

Moreover, I cannot agree that this factual situation is analogous to those in the cases relied upon by the Third District for the principle concerning a "nondelegable" duty. The concept of nondelegable duty is contrary to our distinction, for purposes of determining the existence of sovereign immunity, between governmental planning-level and operational-level decisions, upon ***79** which *Commercial Carrier v. Indian River County,* 371 So.2d 1010 (Fla.1979), and its progeny are based. The proper analysis does not determine whether a governmental entity can or cannot delegate a function. Rather, the appropriate question is whether a governmental entity performed an operation itself and, if so, whether the entity exercised reasonable care. The decision as to whether to delegate control or whether to perform a particular operation is a discretionary, planning-level governmental decision into which the courts cannot intrude. *Trianon Park Condominium Ass'n, Inc. v. City of Hialeah,* 468 So.2d 912, 918 (Fla.1985).

Moreover, in this instance, the State's role here is similar to that of an owner, and the City's role is similar to that of a nonowner possessor such as a lessee or an independent contractor. If premises liability law were applied, there would be no liability on the part of the State, as owner, even absent a sovereign immunity bar. The Fifth District in *Bovis v. 7–Eleven, Inc.,* 505 So.2d 661 (Fla. 5th DCA 1987), set forth the fundamental analysis of premises liability:

> An owner of real property is not an insurer of the safety of persons on such property, nor is he subject to strict liability or liable per se for injuries resulting from dangerous conditions on owned property. The crux of a

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> cause of action for premises liability is not the ownership of the premises, but the failure of the possessor of the premises to use due care (negligence) in permitting licensees and invitees to come, unwarned, to an area where, foreseeably, they may be injured by a dangerous condition which to them is not readily apparent. This is why an owner of a dangerous premises is not liable to trespassers and yet *one in possession of a premises with authority to control access thereto, such as a lessee, an independent contractor, or other non-owner possessor, may be liable to invitees and licensees for injuries from dangerous conditions created by the owner, or the possessor, or by others, such as other invitees and licensees.* In this case, as in the usual lease arrangement, the lessor had no right to control access by third parties to the leased premises and the lessee had actual possession and the right to control access to the leased premises and the lessee was not the agent of the lessor-owner. Therefore, the lessee and not the lessor (owner) had the continuing legal duty to inspect the premises and, in permitting or denying access to others, to act according to the safety or danger then existing. A lessor (owner) may be liable in tort to the lessee and to third persons for injuries resulting from latent dangerous conditions of which the lessor (owner) knew or should have known and which existed on the leased premises when the lessor (owner) delivered possession of the leased premises to the lessee without appropriate warnings but such liability is not based on the fact that the lessor is owner but on the basis that the owner, as possessor, can be negligent in these particulars just as any other possessor. A lessor (owner) may also be liable contractually to the lessee for damages for breach of a lease provision requiring the lessor to maintain portions of a leased premises. Of course, the lessor (owner) is not liable for injuries caused solely by the lessee's operations and activities on the leased premises. On the other hand, the lessee may not only be liable to third parties for injuries resulting from the lessee's negligent operations and activities on the leased premises but, being in possession and controlling access by licensee and invitee, may also be liable in tort for injuries to third parties caused by a dangerous condition on the leased premises, whether the dangerous condition resulted from the act of the lessee, the act of the lessor (owner), some combination of the acts of both the lessee and the lessor (owner), or the act of a third person. In summary, the duty to protect others from injury resulting from a ***80** dangerous condition on a premises does not rest on legal ownership of the dangerous area but on the right to control access by third parties which right usually exists in the one in possession and control of the premises. The possessor (lessee) has the right and the duty to exclude licensees and invitees from an area that is dangerous because of dangerous operations or activities or because of a dangerous premises condition and has the duty to warn third persons of danger.

Id. at 662–63 (emphasis added; footnotes omitted).

In *Miller v. Sinclair Refining Co.,* 268 F.2d 114 (5th Cir.1959), the federal appellate court stated:

> In such a case, Florida law says that the lessor is not liable for injuries to the lessee or those upon the premises in the lessee's right unless the negligent condition which causes

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> the injury is a violation of law, is a pre-existing defect in construction or is inherently dangerous, or unless the lessor undertakes to keep the premises in repair.

Id. at 117. In this case, the record reveals that the State, as owner, had turned over to the City, the nonowner possessor, the control of the land. It was the City that operated the swimming facility and, as possessor of the land, had the duty of keeping the premises in repair. Thus, only the City could be found liable for any injuries its negligence might have caused.

HARDING, C.J., concurs.

All Citations

753 So.2d 72, 25 Fla. L. Weekly S124, 25 Fla. L. Weekly S233, 30 Envtl. L. Rep. 20,407

Footnotes

1 In March of 1988, the City of Miami Beach out an invitation to bid on a contract to remove underwater debris from the former pier site. *See City of Miami Beach v. Dickerman Overseas Contracting Co., U.S.A.,* 659 So.2d 1106, 1108 (Fla. 3d DCA 1995) (affirming trial court's order granting summary judgment in favor of contractor where performance contract to begin work on removal of underwater debris was not finalized until after accident), *review denied,* 669 So.2d 251 (Fla.1996).

2 As this case involves an invitee, we reject the State's reliance on *Saga Bay Property Owners Ass'n v. Askew,* 513 So.2d 691, 693 (Fla. 3d DCA 1987).

3 Further, the State retained the right to enter the property and engage in “management activities not inconsistent with the management plan,” to grant other legal uses not inconsistent with the plan and to inspect the “works and operations of the City.”

4 Of course, even if the State has not decided to operate a public swimming area, it could still face liability under certain factual circumstances. For example, if a government entity *creates* a hazardous condition that would not be readily apparent to the public and has knowledge of the presence of people likely to be injured by the dangerous condition, the government has a duty to either correct the condition or warn the public. *See Ralph v. City of Daytona Beach,* 471 So.2d 1, 3 (Fla.1983); *City of St. Petersburg v. Collom,* 419 So.2d 1082 (Fla.1982). This duty to warn the public of known dangerous conditions that the government entity has created would apply if the government knew an area was commonly used for swimming, regardless of whether the government entity had decided to operate a public swimming area. There may be other factual circumstances that would also give rise to liability, but we decline to discuss them at this time because that issue is not before us.

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178 So.3d 444
District Court of Appeal of Florida, Fourth District.

The CITY OF FORT LAUDERDALE, a Municipal Corporation existing under the laws of the State of Florida, Appellant,
v.
Scott ISRAEL, in his Official Capacity as Sheriff of Broward County, Appellee.

No. 4D15–1008
|
Oct. 14, 2015.
|
Rehearing Denied Dec. 3, 2015.

Synopsis

Background: County sheriff brought action against city for breach of contract, unjust enrichment, and open account, and city moved for summary judgment based on sovereign immunity. The Circuit Court, Seventeenth Judicial Circuit, Broward County, William W. Haury, Jr., J., denied city's motion. City appealed.

[Holding:] The District Court of Appeal held that sovereign immunity barred sheriff's action.

Reversed and remanded.

Procedural Posture(s): On Appeal; Motion for Summary Judgment.

West Headnotes (4)

[1] **States** Necessity of waiver or consent

"Sovereign immunity" is the privilege of the sovereign not to be sued without its consent.

13 Cases that cite this headnote

[2] **States** Nature and scope of immunity in general

Sovereign immunity is the rule rather than the exception.

10 Cases that cite this headnote

[3] **Municipal, County, and Local Government** Rights and Remedies of Parties

Public Contracts Defenses

Unjust Enrichment and Constructive Contracts Claims Against Government or Public Entities

Sovereign immunity barred county sheriff's action against city for breach of contract, unjust enrichment, and open account, arising out of payments allegedly owed to sheriff for services provided to city after contract had expired, where there was no written contract between sheriff and city.

3 Cases that cite this headnote

[4] **Municipal, County, and Local Government** Waiver of immunity in general

Public Contracts Defenses

A municipality waives the protections of sovereign immunity only when it enters into an express contract; when an alleged contract is merely implied, however, the sovereign immunity protections remain in force.

18 Cases that cite this headnote

Attorneys and Law Firms

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Opinion

PER CURIAM.

The City of Fort Lauderdale (the City) appeals a non-final order of the Seventeenth Judicial Circuit Court that denied its motion for summary judgment, determining it was not

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entitled to sovereign immunity. This Court has jurisdiction. Fla. R.App. P. 9.130(a)(3)(C)(xi) ("Appeals to the district courts of appeal of non-final orders are limited to those that ... determine ... that, as a matter of law, a party is not entitled to sovereign immunity."). For the reasons set forth below, we hold that the City was entitled to sovereign immunity and thus reverse and remand for further proceedings.

Background

The dispute which led to this order is between Scott Israel, as Sheriff of Broward County (Sheriff), and the City over payment for police dispatch and other services rendered.

The particular services at issue were provided during fiscal year 2012. Up until late 2009, the agreement between the Sheriff and the City was based on a written contract. That contract required that either Broward County or the Sheriff would pay for the services. After the most recent written contract expired, the Sheriff continued to provide services with Broward County footing the bill. The written contract was never renewed, nor was any other written agreement created. In 2011, Broward County told the City it would stop funding the services. The Sheriff threatened to cancel services unless the City would pay. Over the next year the ***446** City made some, but not all, of the payments demanded by the Sheriff.

The Sheriff filed suit alleging breach of contract, unjust enrichment, and open account for the missing payments. The City moved for summary judgment, based in part on an argument that the Sheriff's claims were barred by the doctrine of sovereign immunity.

Analysis

Review of an order on a motion for summary judgment is *de novo* as to legal rulings. *Sierra v. Shevin,* 767 So.2d 524, 525 (Fla. 3d DCA 2000). Evidence is viewed in the light most favorable to the non-moving party. *Id.*

[1] **[2]** Sovereign immunity is the "privilege of the sovereign not to be sued without its consent." *Va. Office for Prot. & Advocacy v. Stewart,* 563 U.S. 247, 131 S.Ct. 1632, 1637, 179 L.Ed.2d 675 (2011). "In Florida, sovereign immunity is the rule rather than the exception." *Pan–Am Tobacco Corp. v. Dep't of Corr.,* 471 So.2d 4, 5 (Fla.1984). But Article X, section 13 of the Florida Constitution allows "[p]rovision[s][to] be made by general law for bringing suit against the state as to all liabilities now existing or hereafter originating."

The Florida Legislature has expressly provided for limited waiver of sovereign immunity in tort through section 768.28, Florida Statutes (2015). Section 768.28(1) provides for the waiver by "the state, for itself and for its agencies or subdivisions." Section 768.28(2) defines "state agencies or subdivisions" as including "counties and municipalities." There are no statutory provisions for sovereign immunity, or its waiver, with regard to contracts. That issue has fallen instead to the courts to address. In *Manatee County v. Town of Longboat Key,* 365 So.2d 143, 147 (Fla.1978), the Supreme Court of Florida said that only the legislature has authority to enact a general law waiving sovereign immunity of the state and that any waiver must be clear and unequivocal. *Id.* at 147. Here we are faced with a claim that the common law, instead of a legislative command, waives sovereign immunity.

The City cites *Pan–Am* to support its claim to sovereign immunity. In that case, Pan–Am Tobacco Corporation had entered into a written contract with the Department of Corrections (DOC) to provide vending machines in six correctional facilities. *Pan–Am,* 471 So.2d at 4. When DOC canceled the contract, Pan–Am sued. *Id.* at 5. DOC moved for partial summary judgment, asserting sovereign immunity. *Id.* The motion was granted. *Id.* Pan–Am appealed and the First District affirmed but certified a question to the Florida Supreme Court on whether the DOC, as a state agency, could assert sovereign immunity as a bar to a breach of contract action after it improperly rescinded an express executory contract with a private vendor who lost profit as a result. *Id.* The Supreme Court quashed the decision of the First District, holding that "where the state has entered into a contract fairly authorized by the powers granted by general law, the defense of sovereign immunity will not protect the state from action arising from the state's breach of that contract." *Id.* The Supreme Court added a qualifier to this holding: "We would also emphasize that our holding here is applicable only to suits on express, written contracts into which the state agency has statutory authority to enter." *Id.* at 6.

The Florida Supreme Court clarified *Pan–Am* in *American Home Assurance Co. v. National Railroad Passenger Corp.,* 908 So.2d 459 (Fla.2005), holding that its reasoning did not extend to municipalities because municipalities *already* "have long possessed both the power to execute contracts

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***447** and the concomitant liability for their breach" as part of their broad authorities. *Id.* at 474. The Supreme Court applied this rationale to hold that a municipal electric utility that had statutory authority to contract with private parties for municipal purposes and enter into an indemnification agreement in its contract could not invoke sovereign immunity to avoid its contractual obligations. *Id.* at 476.

The City distinguishes these authorities by focusing on the express written contracts between municipalities or other state agencies implicated in these decisions. By contrast, it argues that the claims against it sound in implied contract and other equitable grounds. The City then looks to *Champagne–Webber, Inc. v. City of Fort Lauderdale,* 519 So.2d 696 (Fla. 4th DCA 1988). There, private contractors sued the City of Fort Lauderdale and the trial court found that their claims were founded on theories of implied contract rather than express written contract. It determined therefore that their claims were barred by the defense of sovereign immunity. *Id.* at 696. This Court reversed, holding that the lawsuit had been brought on an express written contract entered into by the City. *Id.* at 697. Therefore, the defense of sovereign immunity did not protect the city from an action for breach of either express or implied covenant or conditions arising out of that written contract. *Id.* at 698; *see also Cnty. of Brevard v. Miorelli Eng'g, Inc.,* 703 So.2d 1049, 1051 (Fla.1998) (approving *Champagne–Webber*'s interpretation of *Pan–Am* on this issue); *Town of Palm Beach v. Ryan Inc. E.,* 786 So.2d 665 (Fla. 4th DCA 2001) (upholding *Champagne–Webber*).

The City argues that in this case the Sheriff's claim is barred by sovereign immunity because it was not based on an express written contract at all. Rather, it was based solely on a theory of implied contract. The City contends that for sovereign immunity to be waived under this line of cases, there would have to have been an express written contract between the Sheriff and the City and the record demonstrates that there was not one.

[3] There is no disagreement in this case as to the lack of a written contract. While *Pan–Am, American Home Assurance Co.,* and *Champagne–Webber* all indicate that a municipality may be liable under an express written contract, none indicate that the same would be true for an unwritten one. In fact, *Champagne–Webber* specifically held that actions on implied contracts are barred based on *Pan–Am. Champagne–Webber,* 519 So.2d at 697. [1] Here, with no written contract to defeat the City's sovereign immunity claim, the Sheriff's suit against the City is similarly barred.

Conclusion

[4] The aforementioned cases demonstrate that a municipality waives the protections of sovereign immunity only when it enters into an express contract. When an alleged contract is merely implied, however, these sovereign immunity protections ***448** remain in force. Therefore, the circuit court erred in denying the City's motion for summary judgment based on sovereign immunity. Accordingly, we reverse and remand for further proceedings consistent with this opinion.

STEVENSON, DAMOORGIAN and FORST, JJ., concur.

All Citations

178 So.3d 444, 40 Fla. L. Weekly D2325

Footnotes

1 *See also City of Orlando v. West Orange Country Club, Inc.,* 9 So.3d 1268, 1271–73 (Fla. 5th DCA 2009) (in a case in which a country club sued the City of Orlando and Orange County on a purported contract to provide reclaimed water, the Fifth District applied *Pan–Am* and found that sovereign immunity served as a basis to bar enforcement of the purported contract because it was never approved nor signed by either party); *City of Miami v. Tarafa Constr., Inc.,* 696 So.2d 1275, 1277 (Fla. 3d DCA 1997) (holding that a city could not be sued for costs a contractor incurred *before* it entered into a written contract with the city).

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908 So.2d 459
Supreme Court of Florida.

AMERICAN HOME ASSURANCE COMPANY, et al., Appellants/Cross–Appellees,
v.
NATIONAL RAILROAD PASSENGER CORPORATION, etc., et al., Appellees/Cross–Appellants.

No. SC02–709
|
July 7, 2005.

Synopsis

Background: Several federal court lawsuits were filed arising out of passenger train collision with hauling rig stopped at crossing for entrance to municipal electric utility's plant where motor carrier was delivering turbine. The United States District Court for the Middle District of Florida, Nos. 93-01090-CV-ORL-19C, 94-0976-CV-ORL-19C, James L. Watson, J., entered judgment that sellers were free of negligence, transport of the turbine was inherently dangerous, sellers were vicariously liable for carrier's negligence, carrier was 59% at fault, railroad track owner was 33% at fault, passenger railroad was 8% at fault, and seller's insurer could recover only 41% of its damages in subrogation action. Cross-appeals were taken. The Court of Appeals, Birch, Circuit Judge, 286 F.3d 1233, certified questions.

Holdings: The Supreme Court held as a matter of first impression that:

[1] act of transporting 82-ton turbine to power plant was inherently dangerous;

[2] seller's property insurer was vicariously liable for motor carrier's negligence during inherently dangerous activity;

[3] vicariously liable party should have the negligence of the active tortfeasor apportioned to it under comparative fault statute;

[4] crossing agreement that required municipal electric utility to indemnify railroad was not controlled by statutory restrictions on waiver of sovereign immunity; and

[5] the agreement was binding on the utility.

Questions answered.

Cantero, J., concurred and filed opinion in which Anstead and Bell, JJ., concurred.

Quince, J., concurred in part, dissented in part, and filed opinion.

West Headnotes (24)

[1] **Torts** Vicarious liability

Under the concept of "vicarious liability," a person whose liability is imputed based on the tortious acts of another is liable for the entire share of comparative responsibility assigned to the other. Restatement Third, Torts: Apportionment of Liability § 13.

2 Cases that cite this headnote

[2] **Torts** Vicarious liability

The vicariously liable party is liable for the entire share of the fault assigned to the active tortfeasor.

4 Cases that cite this headnote

[3] **Negligence** Vicarious liability
Torts Vicarious liability

The vicariously liable party has not breached any duty to the plaintiff; its liability is based solely on the legal imputation of responsibility for another party's tortious acts. Restatement (Third), Torts: Apportionment of Liability § 13, cmt. c.

5 Cases that cite this headnote

[4] **Torts** Vicarious liability

The vicariously liable party is liable only for the amount of liability apportioned to the tortfeasor. Restatement (Third) of Torts: Apportionment of Liability § 13, cmt. e.

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2 Cases that cite this headnote

[5] **Negligence** Vicarious liability

The doctrine of "vicarious liability" takes a party that is free of legal fault and visits upon that party the negligence of another.

3 Cases that cite this headnote

[6] **Labor and Employment** Hazardous Work

The "inherently dangerous activities doctrine" states that a party who employs an independent contractor to do work involving a special danger to others which the employer knows to be inherent in or normal to the work is subject to liability for physical harm caused to such others by the contractor's failure to take reasonable precautions against such danger. Restatement (Second) of Torts § 427.

7 Cases that cite this headnote

[7] **Negligence** Abnormally or inherently dangerous activities and instrumentalities

An activity is inherently dangerous if the danger inheres in the performance of the work, such that in the ordinary course of events its performance would probably, and not merely possibly, cause injury if proper precautions were not taken.

5 Cases that cite this headnote

[8] **Carriers** Acts or omissions constituting negligence by carrier or third person in general

The act of transporting 82-ton turbine to power plant for generation of electricity was inherently dangerous due to its weight and size of the equipment required to transport it; thus, seller's contractor which used transportation broker to arrange delivery through motor carrier was vicariously liable for carrier's negligence in connection with stop on railroad crossing.

2 Cases that cite this headnote

[9] **Carriers** Acts or omissions constituting negligence by carrier or third person in general

Insurance In general; rights or "shoes" of insured

Property insurer stepped into the shoes of its insured in a subrogation action to recover for destruction of insured's turbine as result of collision at railroad crossing; thus, the insurer was vicariously liable for motor carrier's negligence during inherently dangerous activity of transporting the turbine.

1 Case that cites this headnote

[10] **Negligence** Effect of determination on recovery; methods of apportionment

Under the pure form of comparative negligence, each party is apportioned liability based on its percentage of fault. West's F.S.A. § 768.81(2, 3).

4 Cases that cite this headnote

[11] **Negligence** Whose acts or fault may be considered; non-parties

Negligence Effect of determination on recovery; methods of apportionment

A vicariously liable party should have the negligence of the active tortfeasor apportioned to it under comparative fault statute reducing damages by any contributory fault chargeable to the claimant, and, thus, vicariously liable party's recovery is reduced by active tortfeasor's fault; unless "chargeable" is to be reduced to mere surplusage, it must be read to include parties other than those that are directly liable and thus applies to vicariously liable parties. West's F.S.A. § 768.81(2).

5 Cases that cite this headnote

[12] **Negligence** Vicarious liability

Torts Vicarious liability

The vicariously liable party carries the entire burden of fault imputed from the active tortfeasor; the party who is vicariously liable is

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responsible to the plaintiff to the same extent as the primary actor.

1 Case that cites this headnote

[13] **Negligence** Vicarious liability

Torts Vicarious liability

The "vicarious liability doctrine" allows for parties that are not at fault to be held liable for the actions of active tortfeasors.

1 Case that cites this headnote

[14] **States** Power to waive immunity or consent to suit

Only the legislature has authority to enact a general law that waives the state's sovereign immunity. West's F.S.A. Const. Art. 1, § 13.

26 Cases that cite this headnote

[15] **States** Mode and sufficiency of waiver or consent

Any waiver of sovereign immunity must be clear and unequivocal. West's F.S.A. Const. Art. 1, § 13.

28 Cases that cite this headnote

[16] **States** Mode and sufficiency of waiver or consent

Waiver of sovereign immunity will not be found as a product of inference or implication. West's F.S.A. Const. Art. 1, § 13.

23 Cases that cite this headnote

[17] **Municipal, County, and Local Government** Purpose and construction in general

Crossing agreement that required municipal electric utility to indemnify railroad was not controlled by statutory restrictions allowing waiver of sovereign immunity only for liability for torts caused by the negligent or wrongful act or omission of any employee of the agency or subdivision while acting within the scope of the employee's office or employment; statute only applied to actions at law against the state or any of its agencies or subdivisions to recover damages in tort, but the utility's obligation to indemnify the railroad was based on contract. West's F.S.A. § 768.28(1).

6 Cases that cite this headnote

[18] **Courts** Previous Decisions as Controlling or as Precedents

Although an opinion of the Attorney General is not binding on a court, it is entitled to careful consideration and generally should be regarded as highly persuasive.

5 Cases that cite this headnote

[19] **Municipal, County, and Local Government** Rights and Remedies of Contractors and Sureties

Public Contracts Rights and Remedies of Contractors

Supreme Court's *Pan–Am Tobacco* case that addressed the contractual liabilities of the state did not apply to municipalities and, therefore, did not control crossing agreement that required municipal electric utility to indemnify railroad; municipalities historically have possessed liability for their contracts.

2 Cases that cite this headnote

[20] **States** Necessity

The state may not employ state funds unless such use of funds is made pursuant to an appropriation by the legislature. West's F.S.A. Const. Art. 7, § 1(c).

3 Cases that cite this headnote

[21] **Municipal, County, and Local Government** Particular local government entities in general

Public Contracts Authority and capacity of particular governmental bodies to contract

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In executing contracts, municipalities are presumed to be acting within the broad scope of their authority. West's F.S.A. Const. Art. 8, § 2(b); West's F.S.A. § 166.021(1).

[22] **Electricity** Franchises and privileges in general

Provision of the Interlocal Cooperation Act on waiver of public agency's sovereign immunity with respect to electric project granted specific authority to municipal electric utility to execute the crossing agreement with railroad. F.S.1983, § 163.01(15)(k).

[23] **Electricity** Franchises and privileges in general

Crossing agreement that required municipal electric utility to indemnify railroad was binding and enforceable as a contract fairly authorized by state law.

1 Case that cites this headnote

[24] **Electricity** Franchises and privileges in general

A municipal agency like a municipal electric utility has the inherent authority to contract with private parties and enter into an indemnification agreement as part of a contract with a private party and may not invoke sovereign immunity to defeat its obligations under the contract.

3 Cases that cite this headnote

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Opinion

PER CURIAM.

We have for review a question of Florida law certified by the United States Court of Appeals for the Eleventh Circuit that is determinative of a cause pending in that court and for which there appears to be no controlling precedent. *See Nat'l R.R. Passenger Corp. v. Rountree Transp. & Rigging, Inc.*, 286 F.3d 1233, 1258, 1269 (11th Cir.2002). We have jurisdiction. *See* art. V, § 3(b)(6), Fla. Const.

This case involves a series of cases originating in the United States District Court for the Middle District of Florida. The cases involve an 82–ton combustion turbine engine which was damaged in a train collision after the hauler rig carrying the turbine became immobilized on a railroad crossing. The parties to the underlying cases included the passenger train company (National Railroad Passenger Corp., "Amtrak"), the railroad track company (CSX Transportation, Inc.), the owner of the hauler rig (Rountree Transport and Rigging, Inc.), a municipal utility authority (Kissimmee Utility Authority), a state municipal power agency (Florida Municipal Power Agency), the insurer (American Home Assurance Company, subrogee of Stewart & Stevenson Services, Inc.), and others. The parties appealed the district court's final judgments to the Eleventh Circuit Court of Appeals.

The Eleventh Circuit consolidated the various appeals and certified four questions of Florida law to this Court for resolution. The first question relates to the application of Florida's comparative fault statute to a vicariously liable party. It asks whether a vicariously liable party should have the negligence of the active tortfeasor apportioned to it under section 768.81, Florida Statutes (1997), such that recovery of its own damages is correspondingly reduced. We answer "yes" to this question.

The remaining three questions relate to sovereign immunity. The second question asks whether, given that the Kissimmee Utility Authority, a municipal agency, contractually agreed to indemnify a private party, the agreement is controlled by the restrictions on waiver of sovereign immunity found in section 768.28, Florida Statutes (1997). We answer "no" to

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this question. The third question asks whether the agreement is instead controlled by the rule for breach-of-contract actions enunciated in *Pan–Am Tobacco Corp. v. Department. of Corrections,* 471 So.2d 4 (Fla.1984). Because ***463** this case involves a municipality, and even before *Pan–Am Tobacco* municipalities had both the authority to contract and liability for breaching them, we answer "no" to this question but hold that the Kissimmee Utility Authority is bound by its contractual agreement to indemnify private parties. Finally, the fourth certified question asks whether, if *Pan–Am* does apply, a municipal agency loses the protection of sovereign immunity only if it has specific authority to execute indemnification agreements, or whether it is sufficient that the agency more generally has statutory authority to contract with private parties. Our answer to the third question, explained in detail below, renders moot the fourth.

Before dealing with these legal questions, we find it helpful to explain the involved factual and procedural history of this case.

Factual Background

Kissimmee Utility Authority (KUA) is a municipal agency created by the City of Kissimmee to construct, operate, and manage the municipal electrical systems. As part of its duty, KUA was overseeing the construction of the Cane Island Power Plant, an electrical facility near Kissimmee. KUA contracted with Black & Veatch (B & V) as the project engineers. KUA also entered into a participation agreement with Florida Municipal Power Agency (FMPA), a joint-action agency organized under Florida law with authority to undertake and finance electric projects. [1] Under the participation agreement, FMPA acquired 50% ownership interest in the new plant and agreed to share the production costs of electricity with KUA. KUA also entered into a Private Road Grade Crossing Agreement (crossing agreement) with CSX Transportation (CSX), which permitted KUA to construct, use, and maintain a private road grade crossing over CSX's railroad tracks in order to ensure vehicular and pedestrian access to the plant. The crossing agreement required KUA to "defend, indemnify, protect, and save [CSX] harmless from and against" certain designated losses and casualties. The crossing agreement also required KUA to indemnify any company whose property was operated by CSX at the railroad crossing.

KUA contracted with General Electric (GE) for the purchase and delivery of customized power generation equipment, including a combustion turbine. The purchasing agreement included an indemnification provision whereby GE promised to defend and indemnify KUA, its agents, and B & V due to any negligent act or omission of GE in performing work under the contract. GE contracted with Stewart & Stevenson Services, Inc. (S & S) to purchase and customize the equipment for the plant. S & S contracted with transportation broker WOKO for the transport of the customized turbine equipment. WOKO in turn contracted with Rountree Transport and Rigging, Inc. (Rountree) to have the combustion turbine and its housing transported to the plant on November 30, 1993. This shipment only included one of forty-five boxes of the customized turbine equipment that was being transported to the plant.

Rountree transported the 82–ton combustion turbine by using a road tractor that pulled a hauler rig. The height of the hauler rig had to be adjusted to negotiate gradations in the terrain. Without removing ***464** the rig from the railroad tracks, the hauler crew adjusted the height of the hauler rig at the railroad crossing licensed to KUA from CSX. While this adjustment was taking place, an Amtrak passenger train collided with the rig. The collision destroyed the rig, the turbine, and its enclosure. The Amtrak train was damaged and some of the train crew and passengers suffered personal injuries.

Procedural History

Multiple lawsuits were filed by the various parties and their insurers in federal district court. CSX and Amtrak brought suit against B & V, Rountree, and KUA, claiming that the crossing was improperly designed and constructed by B & V, that Rountree and KUA were negligent in the transport of the turbine, and that KUA was obligated to defend and indemnify them based on the crossing agreement. The passengers and crew on the Amtrak train at the time of the collision sued for personal injuries and property damage. American Home Assurance Company (AHA), as subrogee of S & S, brought suit against CSX, Amtrak, Rountree, B & V, KUA, and FMPA, after compensating its insured S & S for loss of the turbine and its enclosure. AHA claimed that the collective negligence of the defendants caused S & S to sustain the loss covered by the AHA insurance policy. In turn, KUA brought a third-party complaint against GE, arguing that the purchase agreement required GE to defend and indemnify KUA.

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The cases were consolidated and the district court bifurcated the proceedings into a liability phase and a damages phase. CSX and Amtrak moved for summary judgment on the indemnification by KUA under the crossing agreement; the district court granted summary judgment in favor of CSX, but denied Amtrak's motion because of unresolved factual issues. After a three-week trial in 1996 on the liability issue, the jury rendered its verdict. The district court granted judgment as a matter of law to S & S and GE, holding them free of direct negligence for the collision. The jury absolved all but three parties of direct negligence, finding Rountree 59% at fault, CSX 33% at fault, and Amtrak 8% at fault. The district court also granted B & V's motion and ruled that transportation of a combustion turbine was inherently dangerous as a matter of law and thus WOKO, S & S, and GE were vicariously liable for Rountree's negligence. The district court denied B & V, KUA, and FMPA's motion for summary judgment against GE. The district court ruled that these parties' losses in successfully defending themselves in the turbine litigation were not within the scope of the indemnification provision of the purchasing agreement with GE. The district court also granted Amtrak's renewed motion for summary judgment, ruling that as a matter of law KUA was contractually obligated by the crossing agreement to defend and indemnify Amtrak. The district court further ruled that as a matter of law Rountree's liability to AHA was limited to $1 million.

By the time the damages trial commenced in December 1999, all parties in the consolidated cases had settled their claims with all other parties, except for AHA as subrogee of S & S. AHA attempted to prove the amount of damages incurred by S & S by using the formula that its personnel had used in adjusting the insurance claim.[2] The district court refused to admit the documentary and testimonial evidence in support of this valuation. ***465** The district court looked at the value of the turbine before the collision ($4,646,640) and subtracted the amount for which the damaged turbine was sold as scrap ($130,000) to arrive at the damage amount of $4,546,640. The district court concluded that AHA, standing in the shoes of S & S, was only entitled to recover 41% of the proven damages, or $1,851,822.40, because Rountree was found 59% at fault and S & S was found vicariously liable for this negligence based on the inherent dangerousness of transporting the turbine. Because the district court had already held that Rountree's liability to AHA was limited to $1 million, it entered final judgment against CSX and Amtrak jointly and severally for the remaining $851,822.40. The district court also denied AHA's request for prejudgment interest on its damages award.

AHA appealed to the Eleventh Circuit, claiming that the district court erred in restricting the evidence introduced to prove damages, in concluding that the transport of the turbine was inherently dangerous as a matter of Florida law, in applying Florida comparative fault principles to limit AHA to recovering 41% of S & S's proven damages, and in refusing to grant prejudgment interest. S & S, GE, and Rountree sought review of the ruling that the activity was inherently dangerous. KUA, FMPA, and B & V appealed against GE on the issue of contractual indemnification, arguing that the indemnification provision was applicable because they had to defend themselves against claims resulting from the collision that arose out of GE's failure to safely transport the turbine. KUA and FMPA also cross-appealed against CSX and Amtrak, arguing that the indemnification provision in the crossing agreement is unenforceable based on Florida sovereign immunity law; special requirements for indemnification in construction contracts under Florida law, which had not been met; Florida law dealing with exculpatory contracts; and the fact that the negligent actions of CSX occurred at a separate location from the crossing. KUA and FMPA also argued that even if the provision was enforceable, Amtrak was not covered by it.

On appeal, the Eleventh Circuit affirmed the district court's exclusion of AHA's damages evidence, concluding that under Florida law the proper measure of damages for loss to chattels is the difference between the value of the damaged property before and after the casualty and that Florida law requires courts to ensure that the damages awarded do not unjustly enrich the injured party. *Nat'l R.R. Passenger Corp.*, 286 F.3d at 1244–48. The Eleventh Circuit also affirmed the district court's ruling that the transport of the combustion turbine was inherently dangerous, based upon the unique dimensions and weight of the turbine and transport vehicle, the Florida statutes that strictly regulate the transportation of oversized items, and the special precautions and preparations taken in transporting this turbine. *Id.* at 1248–50. The Eleventh Circuit also agreed with the district court's conclusion that Rountree's negligence in failing to transport the hauler rig from the railroad crossing was a function of the unique dangers that arose in transporting this oversized machinery and not due to Rountree's collateral negligence. *Id.* at 1250–53. The Eleventh Circuit further concluded that, as the principal, S & S could be held vicariously liable for Rountree's

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negligence, based on Rountree's status as the subcontractor to transportation contractor WOKO. *Id.* at 1253–54.

Comparative Fault Issue

AHA argued on appeal that its damages recovery should not be limited to 41% under the comparative fault principles ***466** enunciated in section 768.81, Florida Statutes (1997). *Nat'l R.R. Passenger Corp.,* 286 F.3d at 1254–56. AHA argued that a party who is only vicariously liable cannot have another's fault apportioned to him under section 768.81, as this statute only applies to parties who are directly negligent, who actively participate in the accident at issue, or who constitute joint or concurrent tortfeasors. AHA relied upon the use of the word "fault" in the statute. In response, KUA, FMPA, CSX, and Amtrak (the "comparative fault appellees") noted that under section 768.81(2) any contributory fault that is "chargeable to the claimant" has the effect of diminishing damages "for an injury attributable to the claimant's contributory fault." *Id.* at 1256. After examining the parties' arguments and reviewing Florida case law, the Eleventh Circuit concluded that existing Florida case law does not resolve the question of how section 768.81 is to be interpreted with regard to vicarious liability. Accordingly, the Eleventh Circuit certified the following question of law to this Court for instructions:

> SHOULD A VICARIOUSLY LIABLE PARTY HAVE THE NEGLIGENCE OF THE ACTIVE TORTFEASOR APPORTIONED TO IT UNDER FLORIDA STATUTE § 768.81 SUCH THAT RECOVERY OF ITS OWN DAMAGES IS REDUCED CONCOMITANTLY?

Id. at 1258.

The Eleventh Circuit agreed with the district court's refusal to grant prejudgment interest to AHA. Both courts concluded that the damages incurred by S & S were unascertainable and speculative before the time of final judgment. *Id.* at 1259.

Indemnification Agreements and Sovereign Immunity Issues

KUA, FMPA, and B & V appealed the district court's summary judgment ruling that GE was not obliged to reimburse these parties for the expenses they had suffered in defending themselves, based on the indemnification provision in the purchasing agreement between KUA and GE. The district court had ruled that as a matter of law the attorney's fees and costs incurred were not within the scope of the indemnification provision. *Id.* at 1259. The Eleventh Circuit concluded that the district court improperly focused on Florida precedent that addresses the contractual duty to indemnify and hold harmless and failed to consider other precedent addressing the duty to defend. *Id.* at 1261–62. Nevertheless, the Eleventh Circuit concluded that the district court reached the correct result because "the plain language of the indemnification provision trumped the rules that otherwise would apply in the duty-to-defend context." *Id.* at 1263. The Eleventh Circuit concluded that the provision required GE to be held *directly* negligent for the collision before it could be required to reimburse the other parties for their attorney's fees or other legal expenses incurred in defending themselves. *Id.*

KUA and FMPA appealed the district court's summary judgment holding that KUA had to defend and indemnify both CSX and Amtrak based upon the crossing agreement between KUA and CSX, which included an indemnification provision. KUA and FMPA argued that the indemnity provision is void and unenforceable because KUA could not waive its sovereign immunity beyond that authorized by section 768.28, Florida Statutes (1997), absent specific legislative authority, and because under section 725.06, Florida Statutes (1997), the terms of the provision failed to meet the requirements for such provisions when contained in construction contracts. KUA and FMPA further argued that the crossing agreement was an exculpatory or ***467** adhesion contract and a jury had to decide whether CSX possessed a superior bargaining position in executing the agreement; that the indemnity provision was inapplicable because CSX's negligent actions occurred in a location separate and apart from the railroad crossing; and that the district court erred in ruling that Amtrak was a beneficiary of the indemnity agreement. *Id.* at 1264. The Eleventh Circuit concluded that the sovereign immunity issue has not been directly resolved by this Court. Thus, the Eleventh Circuit refrained from addressing the other challenges to the indemnity provision. *Id.*

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The Eleventh Circuit noted the following principles of sovereign immunity under Florida law: sovereign immunity applies to actions where the state is a party, unless the Legislature waives this immunity by general law; in the torts context, the Legislature has authorized a limited waiver of state sovereign immunity through section 768.28; and in *Pan–Am Tobacco Corp. v. Department of Corrections,* 471 So.2d 4, 5 (Fla.1984), this Court held that these statutory limitations do not apply in actions brought against the state for breach of contract. *Nat'l R.R. Passenger Corp.,* 286 F.3d at 1264–65. KUA and FMPA argued that the indemnification provision goes far beyond what is authorized by section 768.28; CSX and Amtrak argued that section 768.28 is not applicable in this action, which involves a breach of contract. *Id.* at 1265–69. The Eleventh Circuit concluded that the sovereign immunity issues involve unanswered questions of Florida law that are not specifically addressed by controlling state precedent. *Id.* at 1269. Accordingly, the Eleventh Circuit certified three questions of law to this Court for review:

> GIVEN THAT KISSIMMEE UTILITY AUTHORITY, A MUNICIPAL AGENCY UNDER FLORIDA LAW, AGREED BY CONTRACT TO INDEMNIFY A PRIVATE PARTY, IS THE AGREEMENT CONTROLLED BY THE RESTRICTIONS ON WAIVER OF SOVEREIGN IMMUNITY FOUND IN FLORIDA STATUTE § 768.28?
>
> IS THE INDEMNIFICATION AGREEMENT INSTEAD CONTROLLED BY THE RULE FOR BREACH–OF–CONTRACT ACTIONS ENUNCIATED IN *PAN–AM TOBACCO CORP. V. DEPARTMENT OF CORRECTIONS,* 471 So.2d 4 (Fla.198[4])?
>
> IF *PAN–AM* APPLIES, DOES A MUNICIPAL AGENCY LIKE KISSIMMEE UTILITY AUTHORITY LOSE THE PROTECTION OF SOVEREIGN IMMUNITY ONLY IF IT HAS SPECIFIC STATUTORY AUTHORIZATION TO ENTER INTO INDEMNIFICATION AGREEMENTS, OR IS IT SUFFICIENT THAT THE AGENCY MORE GENERALLY HAS STATUTORY AUTHORIZATION TO CONTRACT WITH PRIVATE PARTIES?

Id. at 1269.

First Certified Question: Comparative Fault of Vicariously Liable Party

[1] [2] [3] [4] [5] In order to answer the first certified question, we first must examine the law relating to vicarious liability and comparative fault. The concept of vicarious liability can be described as follows: "A person whose liability is imputed based on the tortious acts of another is liable for the entire share of comparative responsibility assigned to the other." Restatement (Third) of Torts: Apportionment of Liability § 13 (2000). Vicarious liability is often justified on the policy grounds that it ensures that a financially responsible party will cover damages. *Id.* § 13 cmt. b. Thus, the vicariously liable party is liable for the ***468** entire share of the fault assigned to the active tortfeasor. *Id.* The vicariously liable party has not breached any duty to the plaintiff; its liability is based solely on the legal imputation of responsibility for another party's tortious acts. *Id.* § 13 cmt. c. The vicariously liable party is liable only for the amount of liability apportioned to the tortfeasor. *Id.* § 13 cmt. e. In sum, the doctrine of vicarious liability takes a party that is free of legal fault and visits upon that party the negligence of another. 38 Fla. Jur.2d *Negligence* § 101 (1998).

[6] [7] [8] In this case, the imputed liability is two-fold. S & S was held vicariously liable for Rountree's negligence under the inherently dangerous activities doctrine. This doctrine states that a party who "employs an independent contractor to do work involving a special danger to others which the employer knows ... to be inherent in or normal to the work ... is subject to liability for physical harm caused to such others by the contractor's failure to take reasonable precautions against such danger." Restatement (Second) of Torts § 427 (1965). An activity is inherently dangerous if the "danger inheres in the performance of the work," such that "in the ordinary course of events its performance would probably, and not merely possibly, cause injury if proper precautions were not taken." *Florida Power & Light Co. v. Price,* 170 So.2d 293, 295 (Fla.1964) (involving worker injured while working on wires charged with high voltage electricity); *see also Channell v. Musselman Steel Fabricators, Inc.,* 224 So.2d 320 (Fla.1969) (involving plaintiff injured by steel beams being used in construction of building when the cable of equipment lifting a load of steel snapped); *Baxley v. Dixie Land & Timber Co.,* 521 So.2d 170 (Fla. 1st DCA 1988) (involving an individual killed at a logging site when a sapling struck him in the head after a log was removed from the sapling that was bowed and under tension; trial court had found "the cutting, loading and delivering of logs" to be "inherently dangerous work"). Based on the immense weight of the turbine involved here and the size of the equipment required to transport it, we agree with the federal courts that

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the act of transporting the turbine to the power plant was inherently dangerous.

[9] AHA insured S & S for the loss of the turbine. After settling the claim with S & S, AHA sued the railroads as S & S's subrogee. AHA has stepped into the shoes of S & S and is thus vicariously liable for Rountree's negligence.

[10] In *Hoffman v. Jones,* 280 So.2d 431 (Fla.1973), this Court abolished contributory negligence in favor of the doctrine of comparative negligence. This Court reasoned that in tort law equitable results are best reached when fault is equated with liability. *Id.* at 438. "Comparative negligence does this more completely than contributory negligence, and we would be shirking our duty if we did not adopt the better doctrine." *Id.* This Court adopted the "pure form" of comparative negligence, stating that it was "the most equitable method of allocating damages in negligence actions." *Id.* Under this form of comparative negligence, each party is apportioned liability based on its percentage of fault. *Id.* This Court acknowledged that there will be cases in which this doctrine will result in a party that is more responsible for an accident recovering more than a party that is less responsible. But, this doctrine is designed to compute each party's liability based on the damages they *caused* as opposed to the damages they *suffered. Id.* at 439.

Section 768.81, Florida Statutes, codified the holding of *Hoffman v. Jones.* The applicable portions of the statute provide:

> ***469** (2) EFFECT OF CONTRIBUTORY FAULT.—In an action to which this section applies, any contributory fault chargeable to the claimant diminishes proportionately the amount awarded as economic and noneconomic damages for an injury attributable to the claimant's contributory fault, but does not bar recovery.
>
> (3) APPORTIONMENT OF DAMAGES.—In cases to which this section applies, the court shall enter judgment against each party liable on the basis of such party's percentage of fault and not on the basis of the doctrine of joint and several liability;....

§ 768.81(2)-(3), Fla. Stat. (1997). [3]

Nothing in the legislative history of this statute indicates an intention other than a direct codification of this Court's adoption of comparative liability. Section 768.81 was enacted as part of the comprehensive Tort Reform and Insurance Act of 1986. Comment and staff analysis of other sections of the act indicate that the focus of the bill as a whole was to remedy a "liability insurance crisis" in the mid–1980s. Ch. 86–160, § 60, at 755, Laws of Fla.

[11] The Eleventh Circuit's first certified question asks how comparative fault applies in a case where, instead of an active tortfeasor's damage recovery being reduced by its percentage of apportioned negligence, a vicariously liable party has stepped into the active tortfeasor's shoes. AHA contends that the key word in the comparative fault statute is "fault." AHA argues that because neither it nor its subrogor, S & S, were found to be directly negligent, the comparative fault statute is not applicable. In contrast, the railroads note that the statute provides that any award of damages is to be diminished proportionately by "any contributory fault *chargeable* to the claimant." § 768.81(2), Fla. Stat. (1997) (emphasis added). The railroads contend that the plain meaning of the word chargeable is general enough to include a vicariously liable party, while AHA's interpretation of the statute would render the word "chargeable" mere surplusage. While there is no Florida case on point with this issue, there are several cases that give guidance on similar issues.

In *Fabre v. Marin,* 623 So.2d 1182, 1185 (Fla.1993), *partly receded from by Wells v. Tallahassee Mem'l Reg'l Med. Ctr., Inc.,* 659 So.2d 249 (Fla.1995), this Court held that the comparative fault statute was unambiguous in stating that damage judgments should be entered against each liable party on the basis of that party's percentage of fault. Further, this Court concluded that in order to adequately apportion fault it is necessary to determine the fault of all entities that contributed to the accident and not just those who are defendants in the lawsuit. *Id.* at 1186–87.

AHA interprets this Court's holding in *Fabre* that damages are apportioned on the basis of percentage of fault as requiring direct negligence. AHA relies in part on *Wal–Mart Stores, Inc. v. McDonald,* 676 So.2d 12, 20 (Fla. 1st DCA 1996), *approved sub nom. Merrill Crossings Assocs. v. McDonald,* 705 So.2d 560 (Fla.1997), a decision in which the First District Court of Appeal interpreted "fault" under section 768.81 as equating to a defendant's amount of "negligence." However, the First District's analysis was narrowly aimed at distinguishing negligent acts ***470** from intentional, criminal acts. The First District concluded that the Legislature did not intend for the language in section 768.81 to treat negligence and intentional, criminal acts the same. Thus,

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the First District found the comparative negligence statute inapplicable to intentional criminal conduct. *Id.* at 22.

[12] AHA would have this Court apply the reasoning in *Wal–Mart* to the present case. AHA argues that because it and its subrogor, S & S, are innocent of fault, i.e., active negligence, the comparative fault statute does not apply to them. However, this argument ignores the premise that vicarious liability *always* involves liability without fault. As a matter of policy, the vicariously liable party carries the entire burden of fault imputed from the active tortfeasor. "The party who is vicariously liable is responsible to the plaintiff to the same extent as the primary actor." June F. Entman, *The Nonparty Tortfeasor,* 23 Mem. St. U.L.Rev. 105, 106 (1992). S & S was vicariously liable for Rountree's negligence and AHA, in turn, stepped in to S & S's shoes as a subrogee.

Our conclusion that section 768.81 applies to vicariously liable parties as well as active tortfeasors also harmonizes with Florida's contribution statute. *See* § 768.31(2)(e), Fla. Stat. (1997) (providing that a liability insurer who discharges the liability of a tortfeasor and thereby discharges its full obligation as the insurer is subrogated to the tortfeasor's right of contribution to the extent of the amount it has paid in excess of the tortfeasor's pro rata share of the common liability). The First District has held that an insurance company stands in the shoes of its insured with respect to the right to contribution. *Sacred Heart Hosp. v. Frazier,* 621 So.2d 491, 493 (Fla. 1st DCA 1993). Additionally, this Court has held that "an insurer cannot have a greater right than the insured through the remedy of subrogation." *Fla. Patient's Comp. Fund v. St. Paul Fire & Marine Ins. Co.,* 559 So.2d 195, 197 (Fla.1990).

AHA also points to this Court's decision in *Nash v. Wells Fargo Guard Services, Inc.,* 678 So.2d 1262, 1264 (Fla.1996), as precedent that fault and vicarious liability are not synonymous. In *Nash,* this Court held that "the named defendant cannot rely on the vicarious liability of a nonparty to establish the nonparty's fault." *Id.* This holding was in the context of putting the nonparty's name on a jury verdict form for the purpose of apportioning fault. *Id.* The instant case is readily distinguishable because the federal district court, reviewed and affirmed by the Eleventh Circuit, held that under the doctrine of inherently dangerous activities S & S was vicariously liable for the actions of Rountree. This determination was made after fault had already been apportioned to the liable parties by the jury.

AHA cites two additional cases to support its proposition that section 768.81 is not applicable to this case. However, both *Wells v. Tallahassee Memorial Regional Medical Center, Inc.,* 659 So.2d 249 (Fla.1995), and *J.R. Brooks & Son, Inc. v. Quiroz,* 707 So.2d 861 (Fla. 3d DCA 1998), which deal with the issue of how to compute damages under the comparative fault statute when there has been a settlement, are readily distinguishable from the instant case. In *Wells,* this Court receded slightly from *Fabre* to prevent settlements from becoming a vehicle for abuse in the apportionment of economic and noneconomic damages. In all other respects, *Wells* conforms with the holding in *Fabre* that nonparties must be considered along with parties in the apportionment of fault for damage assessment. *J.R. Brooks* stands for the proposition that a plaintiff's damage award from a defendant whose ***471** liability is based solely on vicarious liability must be reduced by the amount of the settlement entered into with the person that actually committed the negligent act. 707 So.2d at 863. The instant case involves no settlements. Thus, these cases do not support AHA's argument that the comparative fault statute does not apply when liability is based on imputed fault rather than direct liability.

[13] The doctrine of vicarious liability allows for parties that are not at fault to be held liable for the actions of active tortfeasors. The Florida Legislature specifically included the word "chargeable" in the comparative fault statute. Unless this term is to be reduced to mere surplusage, it must be read to include parties other than those that are directly liable, and thus applies to vicariously liable parties such as AHA. As a policy matter, it would be a dangerous precedent to allow insurers, through subrogation, to have a greater right to damages than their insureds. Accordingly, we answer the first certified question in the affirmative.

Certified Questions on Sovereign Immunity

The Eleventh Circuit also certified three questions regarding the sovereign immunity of KUA and the effect, if any, of KUA's indemnification agreement with CSX. In order to answer these questions, we first examine the law relating to sovereign immunity.

The doctrine of sovereign immunity, which provides that a sovereign cannot be sued without its own permission, has been a fundamental tenet of Anglo–American jurisprudence for centuries and is based on the principle that "the King can do no wrong." The doctrine was a part of the English

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common law when the State of Florida was founded and has been adopted and codified by the Florida Legislature. *See generally* § 2.01, Fla. Stat. (2004). The original justification for incorporating the doctrine into American jurisprudence was "the logical and practical ground that there can be no legal right as against the authority that makes the law on which the right depends." *Kawananakoa v. Polyblank,* 205 U.S. 349, 353, 27 S.Ct. 526, 51 L.Ed. 834 (1907). Florida law has enunciated three policy considerations that underpin the doctrine of sovereign immunity. First is the preservation of the constitutional principle of separation of powers. *See Commercial Carrier Corp. v. Indian River County,* 371 So.2d 1010, 1022 (Fla.1979) (stating that "certain functions of coordinate branches of government may not be subjected to scrutiny by judge or jury as to the wisdom of their performance"). Second is the protection of the public treasury. *See Spangler v. Fla. State Tpk. Auth.,* 106 So.2d 421, 424 (Fla.1958) (explaining that "immunity of the sovereign is a part of the public policy of the state[, which] is enforced as a protection of the public against profligate encroachments on the public treasury"). Third is the maintenance of the orderly administration of government. *See State Rd. Dep't v. Tharp,* 146 Fla. 745, 1 So.2d 868, 869 (1941) ("If the State could be sued at the instance of every citizen, the public service would be disrupted and the administration of government would be bottlenecked.").

[14] **[15]** **[16]** However, the Florida Constitution provides that the Legislature can abrogate the state's sovereign immunity. *See* art. X, § 13, Fla. Const. ("Provision may be made by general law for bringing suit against the state as to all liabilities now existing or hereafter originating."). Only the Legislature has authority to enact a general law that waives the state's sovereign immunity. ***472** *Manatee County v. Town of Longboat Key,* 365 So.2d 143, 147 (Fla.1978). Further, any waiver of sovereign immunity must be clear and unequivocal. *Id.; Rabideau v. State,* 409 So.2d 1045, 1046 (Fla.1982). In interpreting such legislative waivers of sovereign immunity, this Court has stated that it must strictly construe the waiver. *Longboat Key,* 365 So.2d at 147. Moreover, waiver will not be found as a product of inference or implication. *Spangler,* 106 So.2d at 424.

Pursuant to its constitutional authority, the Legislature authorized a limited waiver of state sovereign immunity in tort for personal injury, wrongful death, and loss or injury of property through the enactment of section 768.28 in 1973. *See* ch. 73–313, § 1, Laws of Fla. Before this statute was enacted, the state and counties were immune from tort liability and all claims against the state had to be recovered through the claims bill process in the Legislature. Municipalities did not share this immunity from tort liability for their proprietary functions. *See Hargrove v. Town of Cocoa Beach,* 96 So.2d 130, 133 (Fla.1957) ("The modern city is in substantial measure a large business institution."); *Kaufman v. City of Tallahassee,* 84 Fla. 634, 94 So. 697, 699 (Fla.1922) ("[A] city is merely a large quasi public corporation whose activities partake more of the nature of a business than a government."); *see also* Fla. H.R. Comm. on Judiciary, HB 315 and 376 (1973), Staff Summary (on file in State Archives) ("Municipalities do not have this immunity [from tort liability]."). However, municipalities were "unequivocally included within the definition of 'state agencies or subdivisions' " in section 768.28. *Commercial Carrier Corp.,* 371 So.2d at 1016; *see also* ch. 77–86, at 161, Laws of Fla. ("Whereas, in enacting section 768.28, Florida Statutes, the Legislature clearly intended to make the state, the counties, *and the municipalities* liable for tort claims in the same manner and to the same extent as a private individual under like circumstances.") (emphasis added); Op. Att'y Gen. Fla. 77–241 (1977) (explaining that the limitations of liability established by section 768.28 apply to all agencies and subdivisions of the state, including municipalities, regardless of whether those agencies and subdivisions possessed sovereign immunity prior to July 1, 1974).

Section 768.28(1), Florida Statutes (1997), provides in pertinent 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 of any of its agencies or subdivisions to recover damages in tort for money damages against the state or its agencies or subdivisions 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 or subdivision while acting within the scope of the employee's office or employment

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> under circumstances in which the state or such agency or subdivision, 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.*

(Emphasis added.) Additionally, subsection (5) of the statute limits state liability to $100,000 per claimant and $200,000 per accident. *Id.* § 768.28(5).

The indemnity provision in the crossing agreement contract between KUA and CSX provides that KUA "assumes all liability for, and releases and agrees to defend, indemnify, protect and save [CSX] harmless" for all loss of or damage to property of CSX or third parties at the crossing or adjacent to it, all loss and ***473** damage on account of injury to or death of any person on the crossing, and all claims and liabilities for such loss and damage. Private Road Grade Crossing Agreement, § 14.2, Record on Appeal at 53–1172 Ex. A, *Nat'l R.R. Passenger Corp. v. Rountree Transp. & Rigging, Inc.,* 286 F.3d 1233 (11th Cir.2002) (No. 6:93–cv–1090–Orl–19C) (agreement between KUA and CSX dated Apr. 26, 1993) (hereinafter "Crossing Agreement"). This contractual obligation applies regardless of cause and even if the injury, death, or property damage is caused solely by the negligence of CSX. *Id.* Further, this obligation also extends to "companies and other legal entities that control, are controlled by, are subsidiaries of, or are affiliated with [CSX], and their respective officers, agents and employees." *Id.* § 14.4. It is under this paragraph that Amtrak claims KUA is required to indemnify it as well.

[17] In the second certified question, the Eleventh Circuit asks if the crossing agreement between KUA and CSX is controlled by the restrictions on the waiver of sovereign immunity imposed by section 768.28. Under the statute, immunity is only waived for "liability for torts" caused by "the negligent or wrongful act or omission of any employee of the agency or subdivision while acting within the scope of the employee's office or employment." § 768.28(1), Fla. Stat. (1997). The statute also limits tort claim judgments against the state, its agencies, or subdivisions to $100,000 to any one person and $200,000 per incident. § 768.28(5), Fla. Stat. (1997). In the agreement at issue here, KUA agreed to assume responsibility for the negligence of CSX and its employees and for that of companies affiliated with CSX. Further, the provision placed no limit on the amount KUA has to pay out per claimant and per accident.

CSX and Amtrak argue that section 768.28 is not applicable here because the statute only governs tort actions and the instant case involves a breach of contract in that KUA did not fulfill its contractual obligation in the crossing agreement to defend and hold harmless CSX and Amtrak. KUA and FMPA cite a number of opinions issued by the Attorney General to support their argument that the indemnification agreement between KUA and CSX is controlled by the restrictions on the waiver of sovereign immunity in section 768.28. In the opinions cited, the Attorney General concluded that a state agency or subdivision of the state may not enter a contract agreeing to indemnify another party that would extend the government's liability beyond the limits established in section 768.28. *See, e.g.,* Op. Att'y Gen. Fla.2000–22 (2000) (advising county that it may not agree to indemnify another party to a contract or alter the state's waiver of sovereign immunity beyond the limits established in section 768.28); Op. Att'y Gen. Fla. 99–56 (1999) (advising that Florida National Guard may not enter into a land use agreement that contains an indemnification agreement because authority to enter into contract does not encompass power to waive state's sovereign immunity beyond that provided in section 768.28); Op. Att'y Gen. Fla. 90–21 (1990) (advising that Department of Corrections is not authorized to alter by contract the state's waiver of immunity in tort provided in section 768.28).

[18] Although an opinion of the Attorney General is not binding on a court, it is entitled to careful consideration and generally should be regarded as highly persuasive. *See State v. Family Bank of Hallandale,* 623 So.2d 474, 478 (Fla.1993). However, the Attorney General opinions cited by KUA and FMPA have ignored the plain language of section 768.28 and do not ***474** apply under these circumstances, where the contracting party is a *municipality,* not a state agency. Thus, we do not find the Attorney General opinions to be "highly persuasive" in this case.

By its plain language, section 768.28 only applies to "actions at law against the state or any of its agencies or subdivisions *to recover damages in tort.*" § 768.28(1), Fla. Stat. (1997) (emphasis added); *see also Provident Mgmt. Corp. v. City of Treasure Island,* 796 So.2d 481, 486 (Fla.2001) (concluding that section 768.28 "applies only when the governmental entity is being sued in tort"; thus, limitations of section 768.28 did not apply to restrict award of damages against governmental entity for the erroneous issuance of a temporary

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injunction). The indemnification provision at issue here is based on a *contract* between KUA and CSX. KUA entered into the crossing agreement with CSX, whereby CSX granted KUA a license to construct, use, and maintain a private road grade crossing over CSX's railroad tracks. For KUA, this crossing agreement ensured that there would be vehicular and pedestrian access to the power plant site. *See Nat'l R.R. Passenger Corp.,* 286 F.3d at 1263. In return for receiving the license, KUA agreed to "defend, indemnify, protect, and save [CSX] harmless from and against [designated losses and casualties]." Crossing Agreement § 14.2. Based on the definition of the term "Railroad" in the agreement, KUA also agreed to defend and indemnify "any other company ... whose property [at the crossing] may be leased or operated by [CSX]" and "any parent, subsidiary or affiliated system companies of [CSX]." *Id.* § 1.2. In the indemnification provision, KUA specifically recognized that the use of "[CSX's] property, tracks, and right-of-way involves increased risks" and agreed to defend and indemnify CSX "as further consideration for the grant of this crossing right." *Id.* §§ 14.1–14.2. Thus, we conclude that the statutory provision governing tort recovery actions is not applicable here and answer the second certified question in the negative.

[19] In its third certified question, the Eleventh Circuit asks whether the indemnification agreement between KUA and CSX is controlled by the breach-of-contract principles enunciated in *Pan–Am Tobacco.* We conclude that *Pan–Am Tobacco* does not control the agreement because that case addressed the contractual liabilities of the state, while municipalities historically have possessed liability for their contracts.

In *Pan–Am Tobacco,* this Court held that the state is not immune from suit for breach of contract and specifically stated that "[w]here the legislature has, by general law, authorized entities of the state to enter into contract or to undertake those activities which, as a matter of practicality, require entering into a contract, the legislature has clearly intended that such contracts be valid and binding on both parties." 471 So.2d at 5. *Pan–Am Tobacco* interpreted the contractual powers of the state. In contrast, municipalities have long possessed both the power to execute contracts and the concomitant liability for their breach.

[20] Florida's Constitution provides that "[n]o money shall be drawn from the treasury except in pursuance of appropriation made by law." Art. VII, § 1(c), Fla. Const. The state may not employ state funds unless such use of funds is made pursuant to an appropriation by the Legislature. *See State v. Fla. Police Benevolent Ass'n, Inc.,* 613 So.2d 415, 418 (Fla.1992) ("[E]xclusive control over public funds rest solely with the legislature."); *Chiles v. Children A, B, C, D, E, & F,* 589 So.2d 260, 265 (Fla.1991) ("[T]his Court has long ***475** held that the power to appropriate state funds is legislative and is to be exercised only through duly enacted statutes."). In *State ex rel. Kurz v. Lee,* 121 Fla. 360, 163 So. 859 (1935), this Court stated:

> The object of a constitutional provision requiring an appropriation made by law as the authority to withdraw money from the state treasury is to prevent the expenditure of the public funds already in the treasury, or potentially therein from tax sources provided to raise it, without the consent of the public given by their representatives in formal legislative acts. Such a provision secures to the Legislature (except where the Constitution controls to the contrary) the exclusive power of deciding how, when, and for what purpose the public funds shall be applied in carrying on the government.

163 So. at 868. Therefore, Florida's Constitution expressly limits the state's ability to expend funds and enter contracts by requiring specific statutory authority. Several laws do grant various state agencies the express authority to execute contracts. *See, e.g.,* §§ 125.012 (granting counties the power to contract relative to various project facilities such as toll roads, waterway facilities, dredging, utility agreements, etc.), 125.031 (granting counties the power to enter into leases and lease-purchase agreements involving land needed for public purposes), 153.62(11) (granting county district boards the power to contract with respect to water supply and sewage disposal), 163.370 (giving counties and municipalities the power to contract with respect to community redevelopment), 186.006(10) (granting the office of the Governor the power to contract respecting research facilities), 337.11 (authorizing the Department of Transportation to enter into contracts for road construction), 338.2216(b) (authorizing the Florida Turnpike Enterprise to contract to maintain the turnpike and

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promote its use), Fla. Stat. (2004). The Legislature also has authorized certain activities that implicitly grant state agencies the power to contract for necessary goods and services. *See, e.g.,* §§ 20.315, 945.215, Fla. Stat. (2004).

[21] In contrast to the specific contractual powers granted to the state, Florida's Constitution gives municipalities "governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services ... except as otherwise provided by law." Art. VIII, § 2(b), Fla. Const. The Municipal Home Rule Powers Act recognizes these same powers of municipalities, limited only when "expressly prohibited by law." § 166.021(1), Fla. Stat. (1997). Given this broad grant of power, we have held that municipalities may exercise any power for a municipal purpose "except when expressly prohibited by law." *See, e.g., City of Ocala v. Nye,* 608 So.2d 15, 16–17 & n. 3 (Fla.1992); *City of Boca Raton v. Gidman,* 440 So.2d 1277, 1280 (Fla.1983); *see also Hargrove v. Town of Cocoa Beach,* 96 So.2d 130, 133 (Fla.1957) (noting that "[t]he modern city is in substantial measure a large business institution"). [4] In executing contracts, municipalities are presumed to be acting within the broad scope of their authority. Therefore, long before our decision in *Pan–Am Tobacco,* municipalities already were authorized to execute contracts and were liable for their breach.

[22] In this case, the parties have failed to identify any law prohibiting KUA from executing the crossing agreement and the indemnification provision it contains. ***476** Nor do they assert that KUA cannot exercise the powers of the City of Kissimmee. In fact, although KUA did not need an express grant of authority to execute the crossing agreement, it had one. The Interlocal Cooperation Act expressly authorized public agencies to contract with private parties regarding electrical projects. Specifically, the statute states:

> The limitations on waiver in the provisions of s. 768.28 or any other law to the contrary notwithstanding, the Legislature, in accordance with s. 13, Art. X of the State Constitution, hereby declares that any such legal entity or any public agency of this state that participates in any electric project waives its sovereign immunity to:
>
> ....
>
> 2. Any person in any manner contracting with a legal entity of which any such public agency is a member, with relation to:
>
> a. ownership, operation, or any other activity set forth in sub-subparagraph (b)2.d with relation to any electric project.

§ 163.01(15)(k), Fla. Stat. (1993). [5] This statute grants specific authority to KUA, if any were needed, to execute the crossing agreement.

[23] **[24]** KUA had the authority of the City of Kissimmee to enter into contracts for municipal services, including this crossing agreement, which ensured access to the power plant. As discussed above, CSX granted KUA a license to construct, use, and maintain a private road grade crossing across CSX's railroad tracks. In recognition of the increased risks associated with the use of CSX's property, tracks, and right-of-way and as part of the "consideration" for receiving this license, KUA agreed to assume all risk of loss and damage to its own property and also agreed to defend and indemnify CSX against any loss. Crossing Agreement §§ 14.1–14.2. The indemnification provision was part and parcel of the Crossing Agreement, a contract between KUA and CSX "fairly authorized" by Florida law. Thus, the indemnification agreement is binding and enforceable. Accordingly, we conclude that a municipal agency like KUA has the inherent authority to contract with private parties and enter into an indemnification agreement as part of a contract with a private party and may not invoke sovereign immunity to defeat its obligations under the contract. [6]

Conclusion

Accordingly, we answer the Eleventh Circuit's first certified question in the affirmative, the second question in the negative, the third question in the negative, and do not address the fourth question. Having answered the certified questions, we return this case to the United States Court of Appeals for the Eleventh Circuit.

It is so ordered.

PARIENTE, C.J., and ANSTEAD, LEWIS, CANTERO, and BELL, JJ., concur.

***477** CANTERO, J., concurs with an opinion, in which ANSTEAD and BELL, JJ., concur.

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QUINCE, J., concurs in part and dissents in part with an opinion.

WELLS, J., recused.

CANTERO, J., concurring.

I concur in the majority opinion. I write to further explain the historical differences in our state constitution and our common law between the sovereign immunity of the state and that of municipalities. As I explain below, these common law differences dictate that the sovereign immunity of municipalities must be construed strictly, whereas the immunity of the state must be construed more broadly. Because this case involves a municipality, I read the majority opinion as deciding only whether a *municipality* may contractually indemnify a private party for its negligence, without limitation as to amount. Because of the historical differences between the sovereign immunity of the state and that of municipalities, we need not decide in this case whether the state may also contractually waive its sovereign immunity.

The partial dissent asserts that section 768.28 should apply because otherwise a state agency could circumvent the policies underlying sovereign immunity, and the restrictions on waiving such immunity, by including an indemnity provision in a contract. Whatever force this argument may have when applied to the state and its agencies (we do not decide that issue here), it ignores the broad powers conferred on municipalities to "exercise *any* power for municipal purposes, except when expressly prohibited by law." § 166.021(1), Fla. Stat. (1993) (emphasis added). It also ignores that, unlike the effect of section 768.28 on the immunity of the state, the statute actually *granted* partial immunity to municipalities that did not previously exist. Because the immunity the statute grants municipalities is in derogation of the common law, it must be strictly construed.

The state and municipalities differ in the degree of their historical sovereign immunity. Under the common law, the state's immunity was total. *See Cauley v. City of Jacksonville,* 403 So.2d 379, 381 (Fla.1981); *Spangler v. Fla. State Tpk. Auth.,* 106 So.2d 421, 422 (Fla.1958) (holding that the state and its agencies are immune from suit); *Smith v. City of Arcadia,* 147 Fla. 375, 2 So.2d 725, 728 (1941) ("The State cannot be sued ...."") (quoting *Allison Realty Co. v. Graves Investment Co.,* 115 Fla. 48, 155 So. 745, 750 (1934)); *State Road Dep't of Fla. v. Tharp,* 146 Fla. 745, 1 So.2d 868, 869 (1941) ("[The] State cannot be sued without its consent. As to tort actions, the rule is universal and unqualified unless relaxed by the State...."). The 1868 Constitution granted the Legislature the power to waive it. *See id.* (citing art. IV, § 19, Fla. Const. (1868) (now art. X, § 13, Fla. Const.)). However, the Legislature declined to act until 1973, when it adopted section 768.28. *See* Ch. 73–313, Laws of Fla.

In contrast to the state, municipalities never enjoyed total immunity from suit. *See Cauley,* 403 So.2d at 381–83 (recognizing that state sovereign immunity "remained in full force until section 768.28's enactment" while municipal sovereign immunity became subject to many exceptions before the waiver statute); *Woodford v. City of St. Petersburg,* 84 So.2d 25, 26 (Fla.1955) (holding that a municipality exercising a proprietary function is liable in the same manner as private corporations); *City of Tampa v. Easton,* 145 Fla. 188, 198 So. 753, 754 (1940) ("Unlike a county, a municipality is not a subdivision of the State with subordinate attributes of sovereignty in the performance of governmental ***478** functions...."); *City of Tallahassee v. Fortune,* 3 Fla. 19 (1850) (distinguishing precedent from the United States and England and holding that an action for trespass may lie against a municipal corporation); *see also Cauley,* 403 So.2d at 382–84 (outlining the development of municipal sovereign immunity law in Florida from *Fortune* through the enactment of section 768.28).

Before section 768.28, questions of whether municipal sovereign immunity applied were analyzed as follows:

> 1) as to those municipal activities which fall in the category of proprietary functions a municipality has the same tort liability as a private corporation;
>
> 2) as to those activities which fall in the category of governmental functions "... a municipality is liable in tort, under the doctrine of respondent [sic] superior, [...] only when such tort is committed against one with whom the agent or employee is in privity, or with whom he is dealing or is otherwise in contact in a direct transaction or confrontation."
>
> 3) as to those activities which fall in the category of judicial, quasi judicial, legislative, and quasi legislative functions, a municipality remains immune.

Cauley, 403 So.2d at 383 (quoting *Gordon v. City of West Palm Beach,* 321 So.2d 78, 80 (Fla. 4th DCA 1975)) (citations omitted); *see also Commercial Carrier Corp. v. Indian River County,* 371 So.2d 1010, 1015 (Fla.1979) (reviewing the history of municipal sovereign immunity and recognizing that

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before section 768.28 a municipality would be held liable for torts committed in the performance of proprietary acts).

Essentially, the state and its agencies, on the one hand, and municipalities, on the other, arrived at section 768.28 from opposite directions: the state from a status of near-total immunity; and municipalities from a status of near-nonexistent immunity. In fact, when the statute was first enacted, its effect on municipalities was unclear. In 1976, the Attorney General issued an opinion that "municipalities possessed no aspect of the state's sovereign immunity from tort liability upon which the waiver contained in s. 768.28, and the limitations specified therein, could operate." Op. Att'y Gen. Fla. 76–41 (1976)Op. Att'y Gen. Fla. 76–41 (1976). In other words, the Attorney General opined that section 768.28, including its limitation on the amount of damages, did not apply to municipalities because they did not enjoy any immunity from tort suits that could be waived. The Legislature quickly amended section 768.28 by adding the following language in subsection 5: "The limitations of liability set forth in this subsection shall apply to the state and its agencies and subdivisions whether or not the state or its agencies or subdivisions possessed sovereign immunity prior to July 1, 1974." Ch. 77–86, § 1, Laws of Fla.

Section 768.28, therefore, affected the State and counties differently than it did municipalities. As to the State, the statute *waived* its sovereign immunity up to specified limits. As to municipalities, the statute *granted* them immunity from judgments above those limits.

Section 768.28 nullified the common law affecting both the state and municipalities, and therefore must be strictly construed. *See Carlile v. Game & Fresh Water Fish Comm'n,* 354 So.2d 362, 364 (Fla.1977). But it nullified the common law in different ways. As to the state and its agencies, the statute waives traditional immunity. As to municipalities, however, it grants partial immunity. Therefore, in construing the statute strictly, it must be construed in favor of granting immunity to the state, but *against* granting it to a municipality.

***479** Section 163.01(15)(k), Florida Statutes (1993), is relevant to this issue. That section waives sovereign immunity for "[o]wnership, operation, or any other activity set forth in sub-subparagraph (b)2.d. with relation to any electric project." Because section 768.28 must be strictly construed *against* granting immunity to KUA, we must read section 163.01(15)(k), if the language allows such an interpretation, as allowing KUA to execute an indemnification agreement. There is no question that KUA would have had authority to sign such an agreement at common law, and nothing in either section 768.28 or section 163.01(15)(k) explicitly prohibits KUA from doing so. Therefore, strictly construing the immunity afforded to KUA in section 768.28, KUA had the authority to indemnify private parties for its own negligence as well as theirs.

My conclusion that section 768.28 does not prohibit municipalities from indemnifying private parties is confirmed by the lack of any effect on state funds of a judgment against municipalities. Section 768.28 limits damages amounts because the state will have to pay any judgments. That is not the case, however, for judgments against municipalities. Here, any judgment against KUA will be paid from KUA funds. As KUA acknowledges, the state will not pay a dime. Therefore, the state's interest in whether KUA should be allowed to indemnify private parties is minimal. [7]

CONCLUSION

As the majority holds, section 768.28 does not apply because KUA's indemnification was contained in a contract, which is outside the parameters of section 768.28. Even if 768.28 does apply, however, given the lack of sovereign immunity in the common law for municipalities committing torts, the statute must be strictly construed against a finding of immunity as applied to municipalities. In this case, KUA voluntarily agreed to indemnify the railroad companies for any negligence on their part. Municipalities historically have been granted broad powers to exercise their authority. No law expressly prohibited KUA's action. Therefore, its agreement should be enforced.

ANSTEAD and BELL, JJ., concur.

QUINCE, J., concurring in part, dissenting in part.
While I concur in the majority's analysis of the comparative fault issue, I do not agree with its analysis of the sovereign immunity issue or its answer to the second question posed by the Eleventh Circuit Court of Appeals on the sovereign immunity issue.

The Eleventh Circuit asked whether the indemnification provision in the crossing agreement between Kissimmee Utility Authority (KUA), a municipal utility agency, and CSX

Transportation (CSX) is controlled by the restrictions on the waiver of sovereign immunity found in section 768.28. I would answer this question affirmatively. In the alternative, the Eleventh Circuit asked whether the indemnification provision was controlled by the rule for breach-of-contract actions which was established by this Court in *Pan–Am Tobacco Corp. v. Department of Corrections,* 471 So.2d 4 (Fla.1984). In light of my answer to the second certified question, I would answer this question negatively.

***480** By enacting section 768.28, the Florida Legislature has exercised its constitutional authority to waive the state's sovereign immunity for liability in tort, but "only to the extent specified in [the statute]." § 768.28(1), Fla. Stat. (1997). The statute provides that the damages or injuries for which the state waives its immunity are those "caused by the negligent or wrongful act or omission of *any employee of the agency or subdivision [of the state] while acting within the scope of the employee's office or employment.*" *Id.* § 768.28(1) (emphasis added). Further, the state's liability in such actions is limited to $100,000 per claimant and $200,000 per accident. *Id.* § 768.28(5). By the plain language of the statute, the state has only waived its immunity for the negligence or wrongful acts of a state employee who is acting within the scope of his or her employment. And even in these circumstances, the amount of the state's monetary liability is limited.

The indemnity provision in the crossing agreement between KUA and CSX goes far beyond the statutory waiver of sovereign immunity contained in section 768.28. Here, KUA has agreed to assume responsibility for the negligence of CSX and its employees and for that of companies affiliated with CSX. Further, the provision does not limit the amount KUA has to pay out per claimant or per accident as specified in section 768.28(5).

The majority concludes that section 768.28 is not applicable here as it only governs tort recovery actions against a governmental entity, whereas the instant case involves a contractual obligation. Majority op. at 474. While the crossing agreement is a contract, the provision at issue clearly relates to tort liability. Under the majority's reasoning, a governmental entity can do by contract what it does not have the authority to otherwise do, i.e., waive sovereign immunity for tort liability beyond the limits specified by the Legislature in section 768.28. Thus, any state agency or subdivision could circumvent the policies underlying sovereign immunity and the constitutional restrictions on the waiver of sovereign immunity by simply including an indemnity provision in a contract and agreeing to assume responsibility for individuals not employed by the state. Such an end-around Florida's Constitution smacks of gamesmanship.

Our decision in *Florida Department of Natural Resources v. Garcia,* 753 So.2d 72 (Fla.2000), is instructive in the instant case. In *Garcia,* this Court addressed an indemnification clause in a management agreement between the City of Miami Beach and the State of Florida for the management of South Beach. This indemnification agreement required the City to reimburse the State for any liability arising solely from ownership of the beach. The State argued that the indemnification provision was prohibited by section 768.28(18),[8] which prohibits one government entity from indemnifying a second government entity for the second's negligence. This Court concluded that the plain language of the statute did not prohibit this agreement whereby the City agreed to indemnify the State for the City's own negligence. *Id.* at 77. The Court noted that this interpretation of section 768.28(18) was consistent with the common law right of indemnification in that a non-negligent party who is vicariously liable for the tortious actions of another can seek indemnification from the tortfeasor. Thus, at common law, the State would have been able to seek indemnity from the City if the State was without ***481** fault and held vicariously liable for the City's failure to keep South Beach reasonably safe. *Id.* at 78. The legislative history of this subsection explains that it was the Legislatures intent that "each entity [remain] liable for its own negligent acts or omissions." Fla. S. Comm. on Govtl. Ops., SB 1730 (1993) Staff Analysis (final Mar. 2, 1993) (on file in State Archives). If a government entity cannot indemnify another government entity for the second's negligence without express statutory authorization, why should a government entity be able to indemnify a private entity for the private entity's negligence without similar express authorization? It should not. Accordingly, I conclude that the contractual provision whereby KUA agreed to indemnify CSX and its affiliates for tort liability is controlled by the restrictions on the waiver of sovereign immunity found in section 768.28.

In light of my affirmative answer to the above question, I necessarily answer the questions relating to the applicability of *Pan–Am Tobacco* in the negative. In *Pan–Am Tobacco,* this Court concluded that despite the lack of an analogous waiver of sovereign immunity in contract a state agency or subdivision could not claim this defense in a breach-of-contract action on an express, written contract which the agency has the statutory authority to enter. 471 So.2d at 6. For

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the reasons explained below, I conclude that the indemnity provision in the instant contract does not fall under the breach-of-contract rule of *Pan–Am Tobacco.*

I agree with the majority that KUA had the authority of the City of Kissimmee to enter into contracts for municipal services, including the crossing agreement to gain access to the power plant. Majority op. at 476; *see also* art. VIII, § 2(b), Fla. Const. ("Municipalities shall have governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, except as otherwise provided by law."); § 166.021(1), Fla. Stat. (1997) ("Municipal Home Rule Powers Act" granting municipalities the powers provided in article VIII, section 2(b) of the Florida Constitution); § 163.01(2), Fla. Stat. (1997) ("Florida Interlocal Cooperation Act of 1969" permitting local governmental units to make the most efficient use of their powers by cooperating with other localities through interlocal agreements). However, both the constitutional provision and the Municipal Home Rule Powers Act recognize that the powers of a municipality may be limited when "otherwise provided by law." The Florida Interlocal Cooperation Act does not grant any additional authority to the public agencies participating in an interlocal agreement. Instead the agencies may "exercise jointly ... any power, privilege, or authority which such agencies share in common and which each might exercise separately." § 163.01(4), Fla. Stat. (1997); *see also* Op. Att'y Gen. Fla.2003–03 (2003) (explaining that an interlocal agreement entered into pursuant to section 163.01(4) may not confer any greater or additional power, privilege, or authority than is possessed by each of contracting agencies or permit exercise of powers not shared in common and not separately exercisable by each such agency). Furthermore, only the Legislature has the constitutional authority to waive the state's sovereign immunity. *See* art. X, § 13, Fla. Const.; *Manatee County v. Town of Longboat Key,* 365 So.2d 143, 147 (Fla.1978).

The power of a state agency or subdivision to enter into a contract with private parties does not encompass the power to extend the government's liability beyond the limits established in section 768.28. *See, e.g.,* Op. Att'y Gen. Fla.2000–22 (2000) (advising county that it may not agree to ***482** indemnify another party to a contract or alter the state's waiver of sovereign immunity beyond the limits established in section 768.28); Op. Atty Gen. Fla. 99–56 (1999) (advising that Florida National Guard may not enter into a land use agreement that contains an indemnification agreement because authority to enter into contract does not encompass power to waive state's sovereign immunity beyond that provided in section 768.28); Op. Att'y Gen. Fla. 90–21 (1990) (advising that Department of Corrections is not authorized to alter by contract the states waiver of immunity in tort provided in section 768.28). While the indemnity agreement may have been included in a contract which KUA had the power to enter, the indemnity agreement itself involves a waiver of the state's liability in tort, which KUA is not authorized to change. Thus, the indemnity agreement is not controlled by *Pan–Am Tobacco.*

Under the majority's reasoning, any government entity could waive the state's sovereign immunity by simply including such a proviso in a contract relating to some activity or enterprise which the entity was otherwise authorized to participate in. KUA should not be allowed to accept liability for the negligence of others "merely because accepting it is consideration [in a contract] for the acquisition of a valuable right." *Seaboard Air Line R.R. Co. v. Sarasota–Fruitville Drainage Dist.,* 255 F.2d 622, 623 (5th Cir.1958).

For the reasons expressed above, I would find that the indemnification provision of the crossing agreement is controlled by the restrictions on the waiver of sovereign immunity and not by *Pan–Am Tobacco.*

All Citations

908 So.2d 459, 30 Fla. L. Weekly S516

Footnotes

1 *See State v. Fla. Mun. Power Agency,* 428 So.2d 1387, 1388 (Fla.1983) (stating that FMPA is a legal entity organized, pursuant to section 163.01, Florida Statutes (Supp.1982), for the purpose of joint acquisition, construction, and ownership of electricity-generating facilities by municipalities and other public entities).

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2 This formula deducted the value of the equipment in boxes 2–45, which were shipped separately and not involved in the collision, from the value of all the customized turbine equipment in boxes 1–45 before the collision.

3 The turbine collision occurred in 1992. Prior to the damages phase of the trial, the Florida Legislature amended the statute in 1999. However, the 1999 amendment did not change the substantive language quoted above. The Eleventh Circuit applied the 1997 version of the statute. *See* *Nat'l R.R. Passenger Corp.,* 286 F.3d at 1255 n. 23.

4 The 1885 Constitution, unlike the present one, granted municipalities only those powers expressly *granted* by law. *See* *Gidman,* 440 So.2d at 1280.

5 The "other activity set forth in sub-subparagraph (b)2.d" is broad and includes

> the planning ... licensing, acquisition, construction, completion, management, control, operation, maintenance ... modification ... or disposal, or all of the foregoing of such electric project by any one or more of the parties to such agreement....

§ 163.01(15)(b) 2.d., Fla. Stat. (1993).

6 In light of our determination that *Pan–Am Tobacco* does not apply to municipalities we need not address the fourth certified question.

7 The State has filed a brief in this Court supporting the KUA's position. That brief, however, fails to recognize the historical distinction in the law between the sovereign immunity of the state and that of municipalities. In this case, the agreement was solely between the KUA and certain railroad companies. Therefore, the State's concerns do not apply.

8 This provision was renumbered as section 768.28(19) when the Legislature amended the statute in 2003. *See* ch. 2003–416, § 67, Laws of Fla.

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Sovereign immunity, attorney fees

Number: INFORMAL

Date: February 12, 2003

Ms. Denise M. Dytrych
Palm Beach County Attorney
Post Office Box 1989
West Palm Beach, Florida 33402-1989

Dear Ms. Dytrych:

Thank you for your letter of support and accompanying request for reconsideration of Attorney General Opinion 00-22. This office understands your concerns that a county may be prejudiced by the limitations on its ability to enter into indemnification or attorney's fee agreements, especially when it is contracting with private entities.

The conclusions in Attorney General Opinion 00-22, however, are consistent with a long line of opinions issued by this office holding that a state agency or 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.[1] While there have been instances where courts have awarded attorney's fees to the prevailing party that exceed a county's statutory limits of liability, such action was ultimately found to violate the statutory limitations in section 768.28, Florida Statutes.[2]

By entering into a contract whereby the county agrees to the payment of attorney's fees to the prevailing party, it may be waiving the limitations on its sovereign immunity and assuming a liability that it may not have. The courts of this state have recognized that the government controls absolutely how much it will pay in tort claim cases.[3]

Relief from the present statutory restrictions on the waiver of sovereign immunity, therefore, would need to be addressed legislatively.[4]

Sincerely,

Charlie Crist
Attorney General

CC/tls

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[1] *See,* Ops. Att'y Gen. Fla. 95-12 (1995), 93-34 (1993), and 90-21 (1990).

[2] *See, e.g., City of Live Oak v. Harris,* 702 So. 2d 276 (Fla. 1st DCA 1997); *Ingraham v. Dade County School Board,* 450 So. 2d 847 (Fla. 1984).

[3] Hellmann v. City of Orlando, 634 So. 2d 245, 246 (Fla. 5th DCA 1994).

[4] *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; s. 255.559(1), Fla. Stat., authorizing state agencies or political subdivisions to agree to hold harmless and indemnify an asbestos consultant who has a written contract with the state or a political subdivision for any civil damages to third parties under specified conditions.

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

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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. 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).