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

CITY COMMISSION AGENDA

Regular Meeting - Monday, September 15, 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** - Bishop Stafford Fisher - New Covenant Prayer Center

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

6. **PROCLAMATIONS**

   A. Constitution Week

   B. Surgical Technologists Week

7. **LETTERS TO COMMISSION**

   A. Letter from Bodin Construction thanking Fort Pierce Building Department, especially Elizabeth Beck, for helping resolve a property lien after a fire-related demolition.

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. ADDED ITEM: Renée Narloch, S. Renée Narloch & Associates to provide a brief update on Chief of Police search

B. ADDED ITEM: Update from the Police Department regarding recent U.S. Court House activation and related security measures and costs.

11. **CONSENT AGENDA**

A. Approval of the Highwaymen Museum Artist Services Agreement with Street Art Revolution LLC in the amount of $25,000 to install a pre-selected image on the east elevation of 1234 Avenue D.

B. Approval for Mayor to execute participation and waiver forms for the settlement of Opioid Litigation.

C. Approval for travel for Commissioner Gaines to attend Florida League of Cities IEMOII in Orlando, Florida October 23 through October 25, 2025 in the amount of $927.55.

D. Approval of travel for Commissioner Johnson to attend the Florida League of Cities Policy Committee Meeting in Orlando, Florida from September 25, 2025 to September 26, 2025, in the amount of $ 451.06.

E. Approval of travel for Commissioner Gaines to attend the Florida League of Cities Policy Committee Meeting in Orlando, Florida from September 25, 2025 to September 26, 2025, in the amount of $ 451.06.

F. Approval of Continuing Services Agreement with GFA International, Inc. dba Universal Engineering Sciences for Professional Plan Review Services, RFP No. 2025-012, in the amount of up to $100,000 annually.

G. Approval of Continuing Services Agreement with GFA International, Inc. dba Universal Engineering Sciences for Professional Inspection Services, RFP No. 2025-011, in the amount of up to $100,000 annually.

H. Approval of an additional $50,000.00 to purchase order 250160 with Elpex Tire, Fort Pierce, FL for refuse truck tire services.

I. Approval to increase Purchase Order No. 250011 with The Peterbuilt Store, Fort Pierce, FL, to provide parts and repairs for Solid Waste refuse trucks in an amount not exceeding $45,000.00.

J. Approval of an additional $19,200.00 to purchase order 250159 with The Tailor Group, Fort Pierce, FL for public restroom cleanings city-wide.

12. **PUBLIC HEARINGS**

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

A. Legislative Hearing - Ordinance 25-026 providing for the levying and collecting of taxes for the City of Fort Pierce for Fiscal year beginning October 1, 2025 and ending September 30, 2026 and adopting the final millage rate of 6.9. SECOND READING

B. Legislative Hearing - Ordinance 25-027 adopting the final budget for the City of Fort Pierce for fiscal year beginning October 1, 2025 and ending September 30, 2026. SECOND READING

C. Continued from July 21, 2025 and PULLED AT STAFF'S REQUEST. Quasi-Judicial Hearing - Ordinance 25-020 - Review and approval of an application to rezone a single parcel containing approximately 11.54 acres and being located at or near 3804 Sunrise Boulevard in Fort Pierce, from Single Family Low Density (R-1) zoning to Planned Development (PD) together with a Planned Development Final Site Plan for fifty (50) single-family residences. The application is submitted by applicant Blaine Bergstresser, KMA Engineering & Surveying, on behalf of owner DT VENTURES 1 LLC. More specifically at Parcel ID#: 2433-123-0001-000-1 - FIRST READING.

D. Legislative Hearing - Ordinance 25-015 - An Ordinance amending the City's Comprehensive Plan Infrastructure Element at Policy 3.12.7, to adopt the FPUA 10-Year Water Supply Facilities Work Plan by reference (Adoption and submittal to Florida Commerce). SECOND READING

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

F. Legislative Hearing - Ordinance 25-025 - An Ordinance amending the King's Landing Planned Development in respect of (8) eight parcels and representing approximately 7.50 acres of land generally located at or near 322 North 2nd Street, as established by Ordinance 20-012 and amended by Ordinance 22-003 and the associated conceptual site plan(s) thereto; approving a final site plan; approving a planned development zoning agreement; providing for a severability clause; providing for repeal of ordinances or parts thereof in conflict herewith and providing for an effective date. SECOND READING

G. Legislative Hearing - Ordinance 25-028 establishing Mayor and City Commission compensation and providing for cost of living increases commensurate with non-bargaining city employees each year as part of the annual budget adoption. FIRST READING

13. **CITY COMMISSION**

A. CONTINUED FROM SEPTEMBER 8, 2025 AND PULLED AT REQUEST OF APPLICANT. 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-R66 Entering an Interlocal Funding Agreement Between the FPRA and the City of Fort Pierce for the Indian River Drive Corridor Improvements Project

C. Resolution 25-R68 establishing a Canvassing Board for the Fort Pierce Special Election

D. Resolution 25-R69 accepting and adopting the City of Fort Pierce Comprehensive Safety Action Plan

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 **6. A.**

Meeting Date: 09/15/2025

Re: Constitution Week

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Constitution Week

Attachments

Constitution Week Proclamation

Form Review

Form Started By: Latoya Ransom Started On: 07/10/2025 08:23 AM

Final Approval Date: 07/10/2025

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, The Constitution of the United States of America ensures the rights of every American and provides the framework for the administration of our Country; and

WHEREAS, September 17, 2025, marks the 238th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th – 23rd as Constitution Week.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the week of September 17 through September 23, 2025, as:

Constitution Week

and ask our citizens to reaffirm the ideals the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 15th day of September 2025.

_____

MAYOR/COMMISSIONER

City Commission Regular Meeting - 5:05 PM **6. B.**

Meeting Date: 09/15/2025

Re: Surgical Tech Proclamation

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Surgical Technologists Week

Attachments

Proclamation

Form Review

Form Started By: Linda Cox Started On: 09/09/2025 04:27 PM

Final Approval Date: 09/09/2025

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, for over 60 years, surgical technology has grown to meet the ever-increasing demand for well-educated, highly-skilled and versatile surgical technologists who are entrusted with the lives and well-being of patients and provide a critical service during surgical procedures; and

WHEREAS, over 100,000 surgical technologists nationwide are an integral part of the surgical team committed to providing the highest quality of surgical care to patients; and

WHEREAS, surgical technologists are responsible for the application of sterile and aseptic technique in the operating room, ensuring that equipment functions properly and facilitating safe and effective conduct during invasive surgical procedures; and

WHEREAS, surgical technologists strive to prevent life-threatening surgical site infections and maximize patient safety; and

WHEREAS, Certified Surgical Technologists graduate from an accredited program and receive certification conferred by the National Board of Surgical Technology and Surgical Assisting based upon passage of the national examination; and

WHEREAS, the surgical technologist's motto "Aeger Primo, the patient first" reflects total commitment to patient safety and advocacy;

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim September 21 through 27, 2025 as:

Surgical Technologists Week

in the City of Fort Pierce and encourage all citizens to join me in acknowledging the important role of surgical technologists in the care and recovery of their patients. We honor these men and women whose diligence and professionalism keep our residents safe and healthy.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 15th day of September, 2025.

MAYOR/COMMISSIONER

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

Meeting Date: 09/15/2025

Re: Letter from Bodin Construction

Submitted For: Richard Chess, City Manager, City Manager

SUBJECT:

Letter from Bodin Construction thanking Fort Pierce Building Department, especially Elizabeth Beck, for helping resolve a property lien after a fire-related demolition.

Attachments

Letter

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	09/08/2025 03:37 PM

Form Started By: Jennifer Robinson Started On: 09/08/2025 12:53 PM

Final Approval Date: 09/08/2025

BODIN CONSTRUCTION

ERIC BODIN

CGC06032

1000 NW. N. RIVER DR.
MIAMI, FL 33136
Phone: (305) 776-3068

E-Mail: eabodin@gmail.com

215 NORTH 2nd STREET
FORT PRIERCE, FL 34950
Phone: (305) 776-3068

City of Fort Pierce
300 Orange Avenue 3rd Floor
Fort Pierce FL 34950

August 28th, 2025

Attn: Building Department.

Dear Sirs,

My name is Megan Cohen, and I am with Bodin Construction LLC. I am writing to express our sincere gratitude for your assistance with a demolition project for Ms. Jean Van Winkle, located on Delaware Ave Fort Pierce.

We would like to extend a special thank you to Elizabeth Beck, your Building Department Administrative Assistant. Ms. Van Winkle experienced an unforeseen circumstance when a building on her property was destroyed by fire. After several months of difficulty with contractors who did not fulfill their agreements to demolish the existing structure, Ms. Van Winkle began accruing fines, which ultimately resulted in a significant property lien.

With Ms. Beck's help, once the property finally came into compliance with the City's requirements, we were able to significantly reduce the lien. Ms. Van Winkle, Bodin Construction LLC, and I are extremely appreciative of how this situation was handled and the option provided to satisfy the lien on her property.

Sincerely,

.....

Megan Cohen
Assistant Manager
Bodin Construction LLC.

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

Meeting Date: 09/15/2025

Re:

SUBJECT:

ADDED ITEM: Renée Narloch, S. Renée Narloch & Associates to provide a brief update on Chief of Police search

Form Review

Form Started By: Linda Cox Started On: 09/12/2025 11:11 AM

Final Approval Date: 09/12/2025

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

Meeting Date: 09/15/2025

Re:

SUBJECT:

ADDED ITEM: Update from the Police Department regarding recent U.S. Court House activation and related security measures and costs.

Form Review

Form Started By: Linda Cox Started On: 09/15/2025 05:22 PM

Final Approval Date: 09/15/2025

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

Meeting Date: 09/15/2025

Re: Approval of the Highwaymen Museum Artist Services Agreement with Street Art Revolution LLC in the amount of $25,000

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

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SUBJECT:

Approval of the Highwaymen Museum Artist Services Agreement with Street Art Revolution LLC in the amount of $25,000 to install a pre-selected image on the east elevation of 1234 Avenue D.

SUMMARY:

In February 2025, the City of Fort Pierce issued a Call for Artists for the installation of a pre-approved mural image on the south and east exterior elevations of the Florida Highwaymen Museum, located at 1234 Avenue D. The call attracted 83 submissions from artists around the world.

Following an initial budget review, 44 submissions were shortlisted, with higher-cost proposals excluded from further consideration. At the March 25, 2025, Arts & Culture Advisory Board meeting, members evaluated all eligible submissions and narrowed the list to 20 artists who met the project criteria.

During the April 15, 2025 meeting, the Board reaffirmed the shortlist of 20 artists. A special meeting held on April 29, 2025, focused on evaluating these finalists based on proposal quality, project timeline, and relevant experience. After scoring all submissions, the Board contacted references for the top three candidates.

At the May 27, 2025 meeting, the Board selected Street Art Revolution, LLC as the top-ranked artist for the mural installation.

Street Art Revolution, LLC has agreed to move forward with the mural project under an official agreement with the City of Fort Pierce.

RECOMMENDATION:

Staff recommends approval of the artist services agreement.

ALTERNATIVES:

Approve, deny, or revise the artist services agreement.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

City Attorney's Office
Arts & Culture Advisory Board
Street Art Revolution, LLC

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2025
Account: 519-000-0000-549875
Amount: $25,000
OTHER INFORMATION:

The projected budget for this project is $25,000.00. The Art in Public Places restricted fund (100-1111-519-000-0000-549875) will be used to cover the costs associated with completing the City of Fort Pierce Florida Highwaymen Museum Mural.

Attachments

Signed Agreement
Preapproved Mural Image
City Attorney Memorandum
Artist Scope of Work
Artist Resume
Artist Limited Release

Form Review

Inbox	Reviewed By	Date
City Manager	Audria Moore	09/03/2025 06:49 PM
City Manager	Richard Chess	09/05/2025 09:17 AM
City Manager	Richard Chess	09/06/2025 02:43 PM

Form Started By: Audria Moore Started On: 09/03/2025 04:32 PM
Final Approval Date: 09/06/2025

City of Fort Pierce
Artist Services Agreement

This Agreement is made and entered into this___day of _____, ____, by and between the **City of Fort Pierce, a Florida municipal corporation** (hereinafter referred to as "CITY"); the **Fort Pierce Redevelopment Agency**, **a dependent special district of the City of Fort Pierce, Florida** (hereinafter referred to as "FPRA"); and Street Art Revolution LLC (hereinafter referred to as "ARTIST").

WHEREAS, the CITY and FPRA have approved a recommendation to commission the ARTIST to create public mural art located at 1234 Avenue D, Fort Pierce, Florida (such public art hereinafter referenced as "Work of Art") as more fully set forth in the conceptual designs provided in the attached Exhibit A; and

WHEREAS, the ARTIST is willing and able to create the Work of Art for the CITY and FPRA on the terms and conditions set forth below; and

WHEREAS, the CITY, FPRA and ARTIST wish to enter into this Agreement for the ARTIST's services for the project.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SCOPE OF SERVICES

1. The ARTIST hereby agrees to execute and install the Work of Art in accordance with the Conceptual Design Proposal ("Proposal") attached hereto as "Exhibit A", which is incorporated herein by this reference in its entirety.
2. The Location of the Work of Art shall be the East and South walls at 1234 Avenue D, Fort Pierce, Florida. The type of work shall be a Mural whose design, materials, and creation shall be in accordance with the Proposal.
3. The Work of Art shall be completed within two (2) months of the effective date as weather permits.
4. The effective date of this Agreement shall be upon execution of the Agreement by the parties.
5. Prior to commencing work on the Work of Art, the CITY and FPRA shall provide to the ARTIST a preapproved rendering of the mural for the Highwaymen Museum Mural Project.

6. The ARTIST shall perform or provide all services, and furnish all supplies, materials and equipment necessary for the design, execution, fabrication and installation of the Work of Art, in accordance with the Proposal. Services shall also include the application of sealant or a protective mural coat to prevent fading, scuffs, or marks on the Work of Art.

7. The ARTIST must inspect and report any deficiencies identified on the wall space they will be painting on to the CITY and the FPRA before beginning the artwork. Deficiencies are issues that can inhibit the artist from properly applying the artwork, issues such as chipped paint, surface debris, etc. It will be the sole responsibility of the FPRA to correct any deficiencies before the artwork can begin.

COMPENSATION

1. The CITY shall pay the ARTIST a fixed fee of Twenty-five Thousand Dollars ($25,000), which shall constitute full compensation for services to be performed in the creation of the Work of Art.

2. The method of payment of fees shall be as follows;

   Upon signing the agreement, the CITY shall provide a down payment to the ARTIST equaling Twelve Thousand, Five Hundred Dollars ($12,500} followed by the balance of the fixed fee of Twelve Thousand, Five Hundred Dollars ($12,500) following final inspection verifying completion of Work of Art.

3. The CITY and FPRA reserves the right to inspect the progress of the Work of Art during the creation thereof. The CITY and FPRA further reserves the right to request written updates from the ARTIST on progress toward completion of the Work of Art.

4. All work under this Agreement shall be completed in compliance with all applicable Code of Ordinance provisions of the City of Fort Pierce as well as all Laws of the State of Florida and Codes of St. Lucie County, Florida.

5. The ARTIST may not transfer or subcontract the creative or artistic portions of the Work of Art to another party without the prior written approval of the CITY and FPRA.

6. The ARTIST warrants that the work covered in this Agreement shall be the result of the artistic effort of the ARTIST and that the Work of Art shall be a derivation or interpretation based on the original preapproved design provided by the CITY and the FPRA. The ARTIST shall deliver the Work of Art free and clear of any liens, claims, or other encumbrances of any type arising from the acts of the ARTIST.

7. The ARTIST warrants that the Work of Art shall be free of defects in material and workmanship and that the ARTIST shall, at his expense, correct any such defects which appear for a period of one (1) year from final acceptance of the Work of Art.

8. It is understood that the product produced by the ARTIST is intended to be a Work of Art. Any use by the CITY or FPRA of the Work of Art for any purpose other than the adornment of the placed site will void any warranties made by the ARTIST.

9. The ARTIST shall bear the full risk of loss of damage to the Work of Art until all services have been completed, and the Work of Art has been accepted by the CITY and FPRA. The ARTIST will take such measures as are necessary to protect the Work of Art from loss or damage until the completed Work of Art has been accepted by the CITY and FPRA.

INSURANCE

1. The ARTIST should obtain liability and property damage insurance to protect himself or herself and any subcontractors performing work required by this Agreement from claims for damage for personal injury, claims for accidental death as well as from claims of property damage which may arise from operation under this Agreement.

2. The ARTIST is solely responsible for obtaining insurance under this section. The CITY or FPRA shall not assume liability or be liable for any claims of damages which accrue as a result of inadequate insurance coverage by the ARTIST.

3. The ARTIST is an independent contractor and nothing in this agreement shall be construed as establishing in any way that the ARTIST is an employee, agent, or representative of the CITY or the FPRA. The ARTIST shall not be supervised by any employee or agent of the City of Fort Pierce or FPRA.

INDEMNIFICATION

1. The ARTIST, his/her subcontractors, agents, affiliates, and employees agree to indemnify and hold harmless against liability and agree to assume legal liability for and defend the CITY and the FPRA and their officers, employees, and agents from and against any and all claims, actions, liabilities, assertions of liability, or other wrongful conduct of the ARTIST, his/her subcontractor, employees, affiliates, and agents in connection with the ARTIST's performance of services pursuant to this Agreement. The parties agree to give each other prompt notice of any claim of which it becomes aware, which in any way, either directly or indirectly, affects the other party.

2. If ARTIST is unable or unwilling to procure any of the insurances listed, ARTIST hereby agrees to be responsible for any and all claims, damages, awards, and coverage that would have been covered by insurance, to include, but not limited to

attorney's fees and legal fees. ARTIST further agrees to indemnify and hold harmless the CITY, their officials, officers and employees for any and all claims, damages, and awards resulting from negligence, omissions, or intentional acts of the ARTIST or any subcontractor that would have been covered by insurance that ARTIST failed to obtain. Further, ARTIST agrees to be solely responsible for any and all claims, damages, awards, and coverage against ARTIST resulting from negligence, omissions, or intentional acts by ARTIST that would have been covered by insurance.

TERMINATION OF AGREEMENT

1. This Agreement may be terminated by either party upon seven (7) business days written notice; by mutual agreement of the parties; or by the failure of any party to substantially perform obligations under this contract through no fault of either party.

2. The performance of work under this Agreement may be terminated by the CITY or FPRA in accordance with this clause in whole or in part from time to time whenever the CITY or FPRA shall determine that such termination is in the best interests of the CITY or FPRA.

3. Upon termination of this Agreement, the ARTIST shall be entitled only to payment for that portion of work on the Work of Art that is completed at the time of termination. The percentage of completion of the work shall be determined based upon the approved schedule. Where the Agreement is terminated for cause by the CITY or FPRA, such payment to ARTIST shall be reduced by the amount equal to any additional costs incurred by the CITY or FPRA as a result of the termination.

NOTICE

All notices or contacts required under the terms of this Agreement shall be sent to the following:

To the ARTIST: Name: Caron Bowman
Address: 7677 Preserve CT
City/State/Zip: West Palm Beach, FL 33412

To the CITY/FPRA: City Manager's Office
City of Fort Pierce
100 U.S. Highway 1
Fort Pierce, Florida 34950

With Copies to:
Sara Hedges, City Attorney
City Attorney's Office
100 U.S. Highway 1
Fort Pierce, Florida 34950

SPECIAL PROVISIONS

1. The ARTIST shall not have the power to pledge the CITY or the FPRA's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any other form of indebtedness. The ARTIST further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

2. The CITY and FPRA are exempt from payment of Florida State Sales and Use Taxes. The ARTIST shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY and the FPRA, nor is the ARTIST authorized to use the CITY and the FPRA's tax exemption number in securing such material. The ARTIST shall be responsible for payment of all federal state and local taxes and fees incurred in connection with this Agreement.

3. The ARTIST shall not, during the performance of this Agreement, disseminate publicity or news releases regarding the Work of Art without prior written approval of the CITY and the FPRA. Any reproduction of the Work of Art by the City of Fort Pierce or the FPRA shall contain a credit to the ARTIST.

4. It is anticipated that during the course of ARTIST's work, the ARTIST will utilize equipment, such as a lift, to reach the areas of the building's wall that are inaccessible without assistance. It is anticipated by the ARTIST that said equipment will need to be situated on a public street, necessitating closure or blockage of the street. The CITY and/or FPRA shall make all reasonable arrangements to assist closure or blockage of the street for the ARTIST, to include employing the assistance of the police department.

ENTIRETY OF AGREEMENT; VENUE; CHOICE OF LAW

1. This writing embodies the entire agreement and understanding between the Parties hereto, and there are no other agreements or understandings between the parties hereto oral or written with reference to the subject matter thereof that are not merged or incorporated herein. No alteration, change or modification of the terms of the Agreement shall be valid unless made in writing and executed by the parties hereto.

2. Any dispute hereunder between the parties shall be resolved by resort to binding

mediation. If not resolved at mediation, then the dispute will be resolved by a non-jury trial. Venue for any trial shall be St. Lucie County, Florida. This agreement shall be subject to and governed by the laws of the State of Florida.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the Parties hereto by their duly authorized representatives, as of the date first written above.

ATTEST:

Linda Cox, City Clerk

FORT PIERCE REDEVELOPMENT AGENCY:

Linda Hudson, Chairperson

CITY OF FORT PIERCE:

Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

ARTIST:

By: [signature]

Print: Karen Bowman

Title: ARTIST

Date: 8/28/25

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AUDRIA MOORE, SPECIAL PROJECTS COORDINATOR, CITY MANAGER

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY **FH**

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: ARTIST SERVICES AGREEMENT WITH STREET ART REVOLUTION, LLC - CITY OF FORT PIERCE FLORIDA HIGHWAYMEN MUSEUM

CAO RLS FILE: 25-201

DATE: JULY 31, 2025

I have reviewed the request for legal services related to the artist agreement and artist limited release for the Highwaymen Museum mural. A redlined copy of the artist agreement is attached with the following substantive changes:

- Risk Management's recommended language under the Indemnification section was added.

- Your submission asked whether the agreement should include the responsibility of the City to arrange the closure/blockage of the street to allow the Artist to access a lift. If there is an understanding between the artist and the City/FPRA on the City's/FPRA's responsibility to procure the closure, then a provision should be included in the agreement memorializing this understanding. I added section 4 under "Special Provisions" to generally describe what is requested, but please review this for any edits you believe are appropriate. It is advised that you speak with the Police Department on the feasibility of closing down the street and what that may involve the Police Department (in manpower or other resources).
    - Section 4 reads: "It is anticipated that during the course of ARTIST's work, the ARTIST will utilize equipment, such as a lift, to reach the areas of the building's wall that are inaccessible without assistance. It is anticipated by the ARTIST that said equipment will need to be situated on a public street, necessitating closure or blockage of the street. The CITY and/or FPRA shall make all reasonable arrangements to assist closure or blockage of the street for the ARTIST, to include employing the assistance of the police department."

The artist limited release and clean copy of the artist agreement are approved as to form and correctness.

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

Thank you.

STREET ART REVOLUTION, LLC

7677 Preserve Court, West Palm Beach, FL 33412
Contact: Caron Bowman / TEL: +1 561-317-5698
Email: bowman@streetartrevolution.org
Website: www.streetartrevolution.org

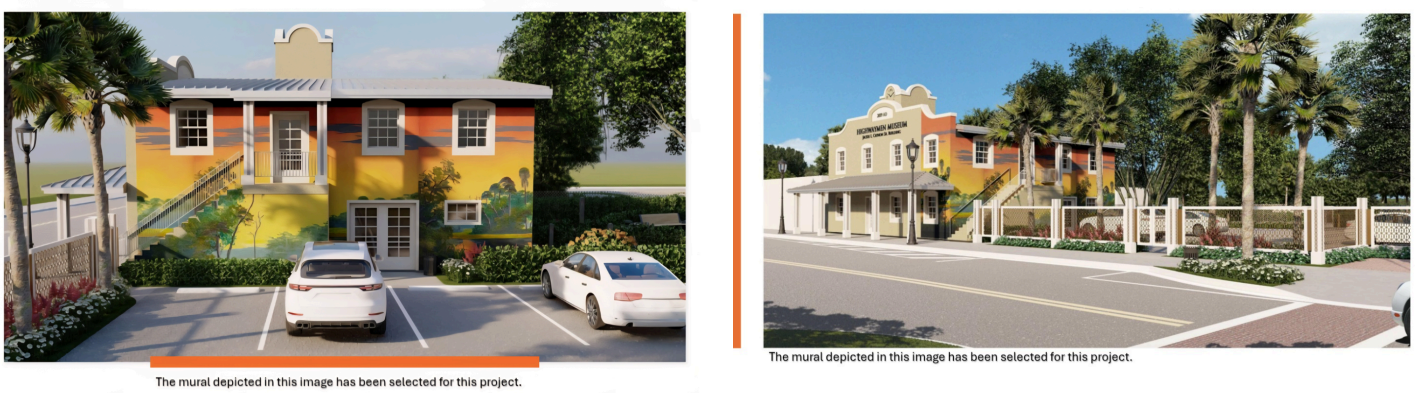
SCOPE OF WORK

Street Art Revolution LLC
7677 Preserve Court
West Palm Beach, FL 33412
bowman@streetartrevolution.org
projects@streetartrevolution.org
(561) 317-4538

SOW - Highwaymen Mural — Fort Pierce, FL
Location: 1234 Avenue D, Fort Pierce, Florida 34950
Submitted to: City of Fort Pierce
Date: June 6, 2025

1.0 Project Overview

This Scope of Work summary covers the fabrication and installation of a large-scale mural commemorating the legacy of the Florida Highwaymen artists. The mural will be located at the designated wall site in Fort Pierce, as referenced in Fig. 1 below (image provided by the City of Ft Pierce). *The following areas for coverage are indicated below : front facade (left image) and right facade (right image).*



(Fig. 1 - Highwayman Museum)

The work will be based on this image provided by the City. A site visit was conducted on Monday, June 9, 2025, to visually assess the wall condition, access points, and determine site readiness for secure storage and lift staging. Elements noted on inspection included the following: 1). Stairwell has been moved and is now facing the opposite direction from its original placement; 2). French doors were moved from the center of the building to the left side of the building facing the street (see Fig. 2) below. These changes require design changes to the original image provided by the City of Fort Pierce; due to the changes in placement of the doors and stairwell. Original call on the Mural application was for fabrication based on the first design image provided by the City of Fort Pierce (Fig 1).

(Fig. 2 - photo taken during site visit on 06/09/2025)

2.0 Scope of Work

- Mural Fabrication: hand-painted mural based on artwork provided (see Fig. 1).
- Wall Dimensions: 19 ft x 51 ft.
- Wall Location – 1234 Avenue D, Fort Pierce, Florida 34950
- Storage Requirements: secure, on-site storage area to be provided by the City of Fort Pierce to securely store lift equipment, materials, paint and supplies.
- Equipment: Includes ladders, lifts, paint brushes, rollers, and associated mural supplies and tools.
- Wall Prep: wall surface is to be pressure washed, sealed, and primed by the City of Fort Pierce prior to painting.
- Installation Timeline: Estimated duration is 60 days (weather permitting); the start date and work schedule will be determined based on equipment needs and artist availability.
- Final Protective Coating: weather-resistant sealant to be applied upon completion of Mural.

3.0 Cost Estimate

Line Item	Cost Estimate
Supplies & Paint	$6,500
Equipment & Tools (lifts, ladders, brushes, rollers)	$7,500
Artist Labor	$11,000
Estimated Total	$25,000

NOTE: These numbers reflect current estimates. Final pricing may be impacted by market fluctuations, global tariffs, availability of materials and supplies based on supply chain delays. Any significant pricing changes are to be communicated in advance of the start date of this Mural project.

4.0 Additional Considerations

- Weather Dependency: Mural production is subject to delays due to inclement weather.
- Site Security: Paint and lift storage require a secured on-site space to protect materials and equipment. A second site inspection is to be done before the start of fabrication of the Mural.
- Start date is scheduled for September 2025 and is t*o be confirmed.*
- Project Timeline: Total duration is not to exceed 60 days. Schedule to be finalized upon confirmation of start date and lift access.
- Curing Period for New Stucco / Concrete: If new stucco or concrete work has been applied to the wall, a 28-day curing period must be observed to allow for proper outgassing and ensure optimal paint adhesion. Mural work cannot begin until this period has passed.
- Collaboration: Street Art Revolution can coordinate directly with the City's Special Projects Coordinator to ensure adherence to timelines and site readiness.
- Please be advised that work cannot commence until the down payment of $12,500 is received by Street Art Revolution, LLC. *All payments are final and non-refundable*.

5.0 Next Steps

1. Confirm acceptance of scope of work (SOW) and Cost Estimate.
2. Verify wall readiness (preparation completed by the City of Fort Pierce).
3. Establish a secure on-site storage area for paint and lift equipment.
4. Provision of a gallon of paint with the current trim color and wall color for touchup and color matching.
5. Installation of parking stops after the Mural completion.
6. Finalization of project start date and scheduling based on Street Art Revolution 's availability.
7. Removal of awning over french doors by the City before painting (see Fig 3 below).
8. Access being granted to water and electrical outlets.
9. Provision of the original artwork for analyzation without it being superimposed on the Museum building.

(Fig. 3 photo taken during site visit on 06/09/2025)

SUMMARY OF QUALIFICATIONS / PROJECT RESUME]

Street Art Revolution LLC is a Black woman-owned mural company based in Florida, specializing in the fabrication of large-scale murals that transform public spaces. With a deep commitment to culture, creativity, and community, we bring bold, dynamic artwork to urban environments, enhancing the built landscape with powerful visual storytelling. Our expertise in large-scale mural fabrication allows us to collaborate with developers, municipalities, and organizations to create meaningful, high-impact public art that celebrates diversity and inspire connection.

REVOLUTION OF THE GROOVE (2021) -- Mural creation to promote community cohesiveness using concepts related to historic music for inspiration and to speak in a universal language. Ancillary programming included a community and business link mixer with a mural tour in late summer of 2022 to encourage connection between the community and businesses.

ICONS OF THE CIVIL RIGHTS MOVEMENT (2021) -- Mural creation conceptualized for education on African American historical narratives. The mural included documentation on the abbreviated biographies of the Civil Rights heroes included in the mural.

HEART AND SOUL PARK (2021) -- This project included administering a public art visioning plan for a culturally sensitive public park and working with several artists of color and community stakeholders.

HTG GHOST TRAIN (2021) -- Creation of a curatorial framework and consulting model for the integration of public art in the form of a “ghost train" into a linear park (thin elongated park usually placed on abandoned / non-functional railroad tracks) and highlighting local history.

HOMESTEAD TRANSIT STATION (2020) -- GreenSpace Park is a public art project that helps to remove (barriers (both mental and physical) while sparking imagination, forging new connections, and galvanizing the local community. This intentionally minimalistic design was associated with the architecture of the surrounding area. The color palette was chosen to create a soothing contemplative space for residents and visitors alike. Circle Connections Plaza Park as a large functional public art project, is inclusive and peaceful in shape. The design includes internal spokes representing how we connect to a whole. The pattern of the paver tiles employs an indigenous textile pattern using subtle variegated neutral shades to complement the architecture of the area.

RIVIERA BEACH PUBLIC ART PROJECT CALYPSO (2019) -- An Aquatic project theme was chosen to define the art for the Water tank and to accentuate the design for the accompanying wall mural art. Street Art Revolution provided administrative and curatorial services in addition to providing the artists to execute the creative vision of the project. This project contains several unique public works of art that highlight aquatic visuals that create a colorful, experiential, fun and multi-dimensional outdoor public art project.

PALM BEACH LAKES HIGH SCHOOL (2018) -- Several murals were created to engage students of this Title 1 School. The murals were designed to encourage student pride in their school and to encourage students to

take part in sports and recreational activities. The mural featured imagery on track and field, baseball, football, and soccer to highlight the benefits of these athletic disciplines for training in cooperation, leadership skills, and increase mental acuity.

DOWNTOWN MURAL PROJECT, WPB, Florida (2017 to Present) -- 100ft x 22ft murals. These commissions include murals creation for SubCulture Group and the West Palm Beach Downtown Development Authority. The murals are explorative and designed to draw local residents and visitors to the Downtown, West Palm Beach area. The murals are created on an ongoing and revolving basis for continual activations on business properties on the 500 block. By changing the murals on a revolving basis, it allows for the continual activation of business properties on the 500 block of Clematis Street. The downtown area experienced an increase in foot traffic due to the murals.

KALEIDOSCOPE ON THE SQUARE (2016 - 2017), WPB, Florida -- Kaleidoscope on the Square, a 350 ft x 6ft woven fence installation project, brings together the diverse community that makes up the north end of the city of West Palm Beach, FL. The project is featured by the Florida Association of Public Art Professionals.

ART PALM BEACH ART FAIR (2017) -- Street Art Revolution "Back to Black" mural creation and installation on site -- The “Back to Black” mural being a giant sketchbook inspired by Keith Haring's subway chalk drawings. The mural developed and transformed over the length of the fair.

References

Raphael Clemente

Executive Director

Palm Beach Venture Philanthropy

raphael@pbvp.org

Anita Jenkins

Director of Neighborhood Services

Riviera Beach CRA

ajenkins@rbcra.com

Dr Catherine Lowe

Lowe Collection

lowecollection@gmail.com

FEAR NO ART

The time is always right
to do what is right.
Martin Luther King Jr.
Nobody's free until
everybody's free.
Fannie Lou Hamer

Outlook

Fwd: Reference Check: Street Art Revolution

From DORETHA HAIR <dhair@aol.com>
Date Tue 5/27/2025 10:40 PM
To Audria Moore <amoore@cityoffortpierce.com>

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Sent from my iPad

Begin forwarded message:

> **From:** young@lowecollection.com
> **Date:** May 23, 2025 at 9:28:22 AM EDT
> **To:** dhair@aol.com, Lowecollection <lowecollection@gmail.com>
> **Subject: Reference Check: Street Art Revolution**
>
> Hello Mrs. Truesdell, please see the reference letter below (thank you, Derin Young / +1 561 875 4201 / +1 917 603 4913:
>
> -------- Original Message --------
> Subject: Reference Check: Street Art Revolution
> Date: 2025-05-16 12:56
> From: lowe@lowecollection.com
> To: dhair@aol.com
> Cc: young@lowecollection.com
>
> ATTENTION: Dorothea Hair Truesdell, Arts and Culture Advisory Board for the City of Fort Pierce, Florida
>
> Hello Ms. Truesdell, hope all is well. This is to transmit responses to questions related to a reference for Street Art Revolution's application to paint a mural for the City of Fort Pierce Highwayman Museum.
>
> Please be advised that we can contact you this week as regards any follow-up on this information -- please see responses below as follows:
>
> *1. How would you describe your knowledge of Street Art Revolution's experience and expertise in painting murals?*
>
> Street Art Revolution has extensive knowledge on mural creation with over a decade of experience in public art. We have worked with them on several projects and have been consistently impressed by their cultural insight and professionalism. This organization

has a keen awareness and sensitivity regarding community relations which is reflected in their work. Their work focusses on community building, hopefulness and positive outcomes.

2. If you hired Street Art Revolution to paint a mural, can you share examples of their commitment to deadlines and their commitment to follow through?

Street Art Revolution is careful to dedicate sufficient time toward preparatory work during the pre-production phases of project assignments to gain a clear understanding of scope of work and project plans. This allows for realistic projections and practical execution of mural creation based on budget, technical specifications scheduling and work conditions for smooth transition through development and production phases. We have seen this reflected in murals being done for Palm Beach County authorities as well as during a recent project completed for Florida Power and Light as well as in a recreation and sports mural now in development with our group for a public space in West Palm Beach. Street Art Revolution consistently demonstrate their dedication to reaching project goals and facilitate the necessary adjustments and processes to complete works on budget and on time.

3. Specifically, if you hired Street Art Revolution for murals, how would you describe the finished product?

Finished products usually exceed client expectations and incorporate the nuances that capture the mood and personality of the communities being served with clear conceptual execution from a forward thinking perspective.

4. Based on your experience, do you feel Street Art Revolution would be a good fit to paint a mural for the City of Fort Pierce Highwaymen Museum and the type of work involved?

With their knowledge of history and connection to the legacies honoring Black culture and heritage through public art, we feel very confident in their abilities. I highly recommend Street Art Revolution for the project of painting a mural for the City of Fort Pierce Highwaymen Museum. We can recommend them for any involvement in related assignments for the successful execution of this mural project.

Thank you for your consideration and patience, with Kind Regards,
Dr. Catherine Lowe Collection

Dr. Catherine Lowe, President
LOWE COLLECTION (USA)
LOWE ART BREAKTHROUGHS (USA)

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Outlook

Re: Reference Check: Street Art Revolution

From Audria Moore <amoore@cityoffortpierce.com>
Date Wed 5/28/2025 8:08 AM
To DORETHA HAIR <dhair@aol.com>

GREAT DAY and THANK YOU!!

Gratefully yours,

Audria

Audria V. Moore, PMP
Special Projects Coordinator
City Manager's Office • City of Fort Pierce
100 N U.S. 1 Fort Pierce, FL 34950
772.467.3184 • amoore@cityoffortpierce.com

From: DORETHA HAIR <dhair@aol.com>
Sent: Tuesday, May 27, 2025 10:41 PM
To: Audria Moore <amoore@cityoffortpierce.com>
Subject: Fwd: Reference Check: Street Art Revolution

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Sent from my iPad

Begin forwarded message:

> **From:** Raphael Clemente <raphael@pbvp.org>
> **Date:** May 7, 2025 at 4:06:32 PM EDT
> **To:** DORETHA HAIR <dhair@aol.com>
> **Subject: Re: Reference Check: Street Art Revolution**
>
> Dear Mrs. Truesdell:
>
> Good afternoon. I am pleased to provide you with a reference for Street Art Revolution. Below are my responses to your questions.
>
> 1. How would you describe your knowledge of Street Art Revolution experience and expertise in painting murals?
> *The team members at Street Art Revolution are all highly experienced muralists. Over the past decade, I have either hired them or co-funded mural projects they were involved with. Though I don't have an exact count, I am confident that the number of murals I have hired them for is at least 6, perhaps more. I have also seen many other works of public art that they have produced. All of them are high-quality, appropriate for the location, and well-received by the community.*
>
> 2. If you hired Street Art Revolution to paint a mural, can you share examples of their commitment to deadlines and their commitment to follow through?
> *Street Art Revolution has been timely, thorough, and very good at communicating details about their work, timelines, challenges, and needs. In my experience, there has not been any time when they did not follow through on their commitments.*
>
> 3. Specifically, if you hired Street Art Revolution for murals, how would you describe the finished product?
> *The work produced by Street Art Revolution has always exceeded my expectations for what each mural would be upon completion. To give a specific example, the Revolution of the Groove mural in Downtown West Palm Beach was even better than the rendering that was proposed.*
>
> 4. Based on your experience, do you feel Street Art Revolution would be a good fit to paint a mural for the City of Fort Pierce Highwaymen Museum and the type of work involved?
> *I feel that Street Art Revolution would be an excellent choice to paint a mural on for the Highwaymen Museum for several reasons:*
>
> - **Cultural Alignment and Shared Mission**
> Street Art Revolution is a Black-owned, artist-led public art that specializes in creating culturally responsive public art that reflects a sense of place and respect for local culture. This mission aligns closely with the Florida Highwaymen Museum's goal of honoring the legacy of the Highwaymen—self-taught African American artists who overcame racial barriers to share their vision of Florida's natural beauty.
> - **Proven Track Record in Celebrating Black History Through Art**
> Street Art Revolution has a history of producing murals celebrating African American culture and history. Their work has been featured in public spaces,

transforming them into living galleries that honor Black history. This experience demonstrates their capability to create art that resonates with the themes central to the Highwaymen's story.

- **Expertise in Public Art and Community Engagement**
  With over a decade of experience, Street Art Revolution has been involved in various public art projects that engage communities and enhance public spaces. Their approach to art as a catalyst for positive change aligns with the vision for the Highwaymen Museum to be an integral component of community regeneration.
- **Recognition and Support from Cultural Institutions**
  The collective has received local, state, and national recognition for its work, including features on platforms like PBS's "Your South Florida," which highlighted their role in transforming public spaces through art that celebrates Black history and culture. Such recognition underscores their credibility and the impact of their work.
- **Commitment to Preserving and Promoting African American Art Heritage**
  Street Art Revolution's dedication to honoring African American art heritage makes them a fitting partner for the Florida Highwaymen Museum. Their understanding of the significance of the Highwaymen's contributions to art and culture positions them to create a mural that not only beautifies the museum but also educates and inspires visitors about this important legacy.

I recommend Street Art Revolution, without reservation, to paint a mural for the City of Fort Pierce Highwaymen Museum. If you require any additional information, please let me know.

Best regards,

RAPHAEL CLEMENTE | Executive Director
561-832-7497
500 Columbia Drive, Suite 101
West Palm Beach, FL 33409

From: DORETHA HAIR <dhair@aol.com>
Date: Wednesday, May 7, 2025 at 2:01 PM
To: Raphael Clemente <raphael@pbvp.org>
Subject: Reference Check: Street Art Revolution

Dear Mr. Clemente:

I hope this email finds you well. I am Doretha Hair Truesdell, a member of the Arts and Culture Advisory Board for the City of Fort Pierce, Florida. The Arts and Culture Advisory Board is tasked with reviewing the applications of artists applying to paint a mural for the City of Fort Pierce Highwaymen Museum.

I am reaching out because you were listed as a reference for Street Art Revolution on their application to paint a mural for the City of Fort Pierce Florida Highwaymen Museum. We would greatly appreciate your insights into their skills, work ethic and overall suitability for this project.

1. How would you describe your knowledge of Street Art Revolution experience and expertise in painting murals?

2. If you hired Street Art Revolution to paint a mural, can you share examples of their commitment to deadlines and their commitment to follow through?

3. Specifically, if you hired Street Art Revolution for murals, how would you describe the finished product?

4. Based on your experience, do you feel Street Art Revolution would be a good fit to paint a mural for the City of Fort Pierce Highwaymen Museum and the type of work involved?

We would be grateful if you could spare a few minutes to discuss these points and respond by May 23, 2025. Please feel free to reply to this email or let me know your preferred method of communication whether it be a phone call or email conversation.

Sincerely,

Doretha Hair Truesdell, Member
City of Fort Pierce, Florida Arts and Culture Advisory Board
Mobile Cell # 609-529-4990
Sent from my iPad

Outlook

Fwd: Reference Check: Street Art Revolution

From DORETHA HAIR <dhair@aol.com>
Date Tue 5/27/2025 10:42 PM
To Audria Moore <amoore@cityoffortpierce.com>

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Sent from my iPad

Begin forwarded message:

From: "Jenkins, Annetta" <ajenkins@rbcra.com>
Date: May 22, 2025 at 3:47:55 PM EDT
To: DORETHA HAIR <dhair@aol.com>
Subject: RE: Reference Check: Street Art Revolution

I would be happy to discuss and wholeheartedly recommend This team for your mural program, if needed. AJ 561-844-3408

1. How would you describe your knowledge of Street Art Revolution experience and expertise in painting murals? I have had the privilege of observing and working with this team over a number of years for our stellar mural program in the CRA area. The quality of the work is outstanding.

2. If you hired Street Art Revolution to paint a mural, can you share examples of their commitment to deadlines and their commitment to follow through? As I recall, we issued a solicitation for our various mural cycles. In advance of completing the assignment, the artists were tasked with engaging and working with the community for input and initial approvals before final designs were presented to the Board and residents. This process went very well and resulted in murals that have stood the test of time.

3. Specifically, if you hired Street Art Revolution for murals, how would you describe the finished product? The finished product was excellent and very unique and beautiful.

4. Based on your experience, do you feel Street Art Revolution would be a good fit to paint a mural for the City of Fort Pierce Highwaymen Museum and the type of work involved? I think that you would be hard pressed to find another team that could be better suited for this project. I look forward to visiting the mural and enjoying their interpretation of this seminal Florida folk art.

Please let me know if you have need of further information or response. Thank you.

From: DORETHA HAIR <dhair@aol.com>
Sent: Thursday, May 22, 2025 2:56 PM
To: Jenkins, Annetta <ajenkins@rbcra.com>
Subject: Fwd: Reference Check: Street Art Revolution

You don't often get email from dhair@aol.com. Learn why this is important
Dear Ms. Jenkins,

Just a reminder to please complete the following reference check for Street Art Revolution.

Thank you,
Doretha Hair Truesdell
City of Fort Pierce Florida Arts and Culture Advisory Board

Sent from my iPad

Begin forwarded message:

> **From:** DORETHA HAIR <dhair@aol.com>
> **Date:** May 7, 2025 at 2:03:53 PM EDT
> **To:** ajenkins@rbcra.com
> **Subject: Reference Check: Street Art Revolution**
>
> Dear Ms. Jenkins:
>
> I hope this email finds you well. I am Doretha Hair Truesdell, a member of the Arts and Culture Advisory Board for the City of Fort Pierce, Florida. The Arts and Culture Advisory Board is tasked with reviewing the applications of artists applying to paint a mural for the City of Fort Pierce Highwaymen Museum.
>
> I am reaching out because you were listed as a reference for Street Art Revolution on their application to paint a mural for the City of Fort Pierce Florida Highwaymen Museum. We would greatly appreciate your insights into their skills, work ethic and overall suitability for this project.
>
> 1. How would you describe your knowledge of Street Art Revolution experience and expertise in painting murals?
>
> 2. If you hired Street Art Revolution to paint a mural, can you share examples of their commitment to deadlines and their commitment to follow through?
>
> 3. Specifically, if you hired Street Art Revolution for murals, how would you describe the finished product?
>
> 4. Based on your experience, do you feel Street Art Revolution would be a good fit to paint a mural for the City of Fort Pierce Highwaymen Museum and the type of work involved?
>
> We would be grateful if you could spare a few minutes to discuss these points and

respond by May 23, 2025. Please feel free to reply to this email or let me know your preferred method of communication whether it be a phone call or email conversation.

Sincerely,

Doretha Hair Truesdell, Member
City of Fort Pierce, Florida Arts and Culture Advisory Board
Mobile Cell # 609-529-4990

Sent from my iPad

City of Fort Pierce
Artist's Limited Release

I Street Art Revolution LLC, as the ARTIST of the Work of Art titled Highwaymen Museum Mural Project, a derivation or interpretation based on the original preapproved design provided by the CITY and the FPRA., hereby consent to and give permission to the **City of Fort Perce Pierce** (hereinafter referred to as "CITY") and the **Fort Pierce Redevelopment Agency**, **a dependent special district of the City of Fort Pierce, Florida** (hereinafter referred to as "FPRA") to reproduce the Work of Art for publicity, awareness, and promotion of the city. Such reproduction may include the use of the Work of Art on social media platforms. The Work of Art may not, however, be used for advertising or profit making by the CITY or FPRA. Any reproduction of the Work of Art by the CITY and FPRA must contain credit to the ARTIST.

ARTIST:

Signature: _____

Print: Caren Bowman

Today's Date: 09/04/25

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

Meeting Date: 09/15/2025

Re: Settlement of Opioid Litigation - Two Participation and Release Forms/Agreements

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

Approval for Mayor to execute participation and waiver forms for the settlement of Opioid Litigation.

SUMMARY:

On August 2, 2021, the City Commission passed Resolution 21-R44 approving participation in the settlement of a nationwide class action lawsuit against the makers and distributors of certain opioid drugs. The next step in the settlement process is the execution of participation forms/agreements. The participation forms/agreements release all claims against the settling defendants in exchange for the payment of settlement funds. Such funds will be distributed to Fort Pierce in accordance with regional and statewide agreements.

The two settlements relate to: 1. Purdue and 2. Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.

RECOMMENDATION:

Staff will proceed as directed.

ALTERNATIVES:

Staff will proceed as directed

RESPONSIBLE STAFF:

Sara Hedges, City Attorney

COORDINATED WITH:

Richard Chess, City Manager
Johnna Morris, Finance Director

Fiscal Impact

OTHER INFORMATION:

The City may receive funds from this settlement.

Attachments

Purdue Participation and Release

Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus Participation and Release

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	09/05/2025 09:16 AM

Form Started By: Sara Hedges
Started On: 09/04/2025 03:22 PM
Final Approval Date: 09/05/2025

Docusign Envelope ID: 05AE75E5-B498-4F1B-AD3E-BB3E701D0D9D

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Fort Pierce city, FL
Reference Number: CL-1747742

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including the State of Florida, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

Docusign Envelope ID: 05AE75E5-B498-4F1B-AD3E-BB3E701D0D9D

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/purdue-sacklers-settlements/. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com.

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Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/purdue-sacklers-settlements/. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

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EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: Fort Pierce city	State: FL
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "*Agreement*")[1], and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.

2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.

3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.

4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.

5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

[1] Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

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Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.

9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

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Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.

11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.

12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.

14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

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I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: 2FB12A81-6E75-44CD-8D19-82059317E539

New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Fort Pierce city, FL
Reference Number: CL-1769875

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("Settling Defendants"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because the State of Florida is participating in the Secondary Manufacturers Settlements.

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also

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reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements but states may choose to treat this settlement differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at https://nationalopioidsettlement.com/. This website will be supplemented as additional documents are created.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

(1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and

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reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com/additional-settlements/. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel or the Implementation Administrator at opioidsparticipation@rubris.com.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

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EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: Fort Pierce city	State: FL
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:

   a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
   b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
   c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
   d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
   e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
   f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
   g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
   h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.

2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

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authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/.*

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.[1]

8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,[2] and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

[1] *See* Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

[2] *See* Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

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Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.

11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.

13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void ***only as to*** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

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I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

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

Meeting Date: 09/15/2025

Re: IEMO II for Gaines

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval for travel for Commissioner Gaines to attend Florida League of Cities IEMOII in Orlando, Florida October 23 through October 25, 2025 in the amount of $927.55.

SUMMARY:

IEMO II for elected officials is valuable training.

RECOMMENDATION:

Approve.

ALTERNATIVES:

Do not approve.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Arnold Gaines, Commissioner

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

Account: 0011000540300

Amount: 927.55

OTHER INFORMATION:

Amount is budgeted

Attachments

Travel Form

Form Review

Form Started By: Linda Cox Started On: 09/04/2025 02:58 PM

Final Approval Date: 09/04/2025

REGISTRATION INFORMATION
IEMO II

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Renaissance Orlando Resort
1905 Hotel Plaza Blvd
Lake Buena Vista, FL 32830
407-828-2828

DATE: **08.28.2025**

1. TRAVELER'S NAME: Arnold Gaines
2. DEPARTURE DATE: 10.23.2025
3. RETURN DATE: 10.25.2025
4. DESTINATION: Orlando Florida
5. CODE CHARGE: **001-1000-540300**
6. AMT BUDGETED: 200,000.00

DEPARTMENT: Commission
DEPARTURE TIME: 4:00 PM
RETURN TIME: 4:00 PM
PURPOSE: IEMO for elected officials

7. BALANCE AVAILABLE: **$1,203.97**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:	325.00			
* HOTEL BILL: Confirmation # 80218805		335.25		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.70 224.1			156.88	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES			56.62	
* MISC. EXPENSES				
MEALS				
0 BREAKFAST @ $8.00			0.00	
0 LUNCH @ $8.00			0.00	
2 DINNER @ $20.00			40.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			2.80	
15% GRATUITIES			6.00	
TOTALS	325.00	335.25	267.30	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: Rhonda Coy
DEPARTMENT SUPERVISOR

_____
CITY MANAGER
(220 WITH CITY MANAGER
SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED
FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/25 DLN

IEMO II October 2025

The Florida League of Cities is proud to bring you the **Institute for Elected Municipal Officials II (IEMO II)** program on **October 24-25, 2025**, at the **Renaissance Orlando Resort and Spa,** located at 1905 Hotel Plaza Blvd, Lake Buena Vista, FL 32830.

Who should attend IEMO II:
This program is specially designed for graduates of IEMO and those with more than one term in office.

About IEMO II:
Created more than 25 years ago, this program offers a comprehensive overview of Florida municipal government, presented by a faculty of top professionals in the field. IEMO II is a two-day program structured in a Friday through Saturday format and is offered two times per year.

Workshops include media relations; planning, land use, and growth management; advocacy; advanced finance, and personnel and labor issues.

Need help logging in or creating an account?

Help me!

Important note concerning registration confirmations:

We need the email address of the registrant(s) in order to send confirmations. Please provide the email address of the attendee(s) using the badge information link located

A certificate of attendance is provided upon successful completion of the program.
All classes must be attended

Hotel Information:

Reservations can be made **HERE** and must be completed by **Thursday, October 2, 2025.** The room rate is $175.00 per night and self-parking rate has been reduced to $15. The resort fee has been waived. A credit card is required to guarantee reservations and cancellations must be received at least 48 hours prior to arrival to avoid one night's room charge.

Cancellations:

Cancellations requests must be received and confirmed in writing by 5:00 pm on Friday, **October 17, 2025** to be eligible for a refund. A **$50.00** processing fee will be applied to all cancellations. Substitutions are accepted and encouraged. Refunds will be processed after the program. The FLC reserve the right to cancel the IEMO II training. If the training is cancelled, the registration fee will be refunded in full.

Agenda

Friday

8:30 a.m. – 9:00 a.m.	Registration/ Breakfast
9:00 a.m. – 9:30 a.m.	Introductions and Overview
9:30 a.m. – 12:30 p.m.	Decision-Making Models and Media Relations
10:30 a.m. – 10:45 a.m.	Refreshment Break

directly below the registration button.

If you are not the attendee, you will have the option to send yourself copies of the email confirmation(s) after submitting the registration(s), at the end of this sign-up process.

When 10/24/2025 8:00 AM - 10/25/2025 4:00 PM
Eastern Daylight Time

Where Renaissance Orlando Resort and Spa
1905 Hotel Plaza Boulevard
Lake Buena Vista, FL 32830

Registration

Register Myself

Register Someone Else

Registration ends 10/17/2025 5:00 PM EDT

Note: If there are additional registration options for this event, they will be shown below. To add an additional option, click the blue *Add* button to the left of the item(s). If there are no additional options available for this event, or additional options are available and you have successfully added the appropriate ones to the registration, click the gold *Proceed to checkout* button on the bottom right to continue on to the next registration step.

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12:30 p.m. – 1:30 p.m.	Networking Lunch
1:30 p.m. – 5:00 p.m.	Planning and Land Use
3:00 p.m. – 3:15 p.m.	Refreshment Break
5:00 p.m.	Class Adjourns

Saturday

7:30 a.m. – 8:00 a.m.	Breakfast
8:00 a.m. – 10:00 a.m.	Advocacy
10:00 a.m. – 10:15 a.m.	Refreshment Break
10:30 a.m. – 12:30 p.m.	Part II of Municipal Finance
12:30 p.m. – 1:30 p.m.	Lunch Discussion: Municipal Finance
1:30 p.m. – 4:00 p.m.	Building Your City's Team: Personnel and Labor Issues
2:30 p.m. - 2:45 p.m.	Refreshment Break
4:00 p.m.	Class Adjourns

Price 325.00

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

Meeting Date: 09/15/2025

Re: Approval of travel for Commissioner Johnson to attend the Florida League of Cities Policy Committee Meeting in Orlando, Florida from September 25, 2025 to September 26, 2025, in the amount of $ 451.06.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel for Commissioner Johnson to attend the Florida League of Cities Policy Committee Meeting in Orlando, Florida from September 25, 2025 to September 26, 2025, in the amount of $ 451.06.

SUMMARY:

The Florida League of Cities Committee Meeting gives city officials a structured way to shape the League's legislative agenda and priorities.

RECOMMENDATION:

Approval

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Curtis Johnson, City Commissioner

Attachments

Travel Documents

Form Review

Form Started By: Latoya Ransom Started On: 08/18/2025 12:36 PM

Final Approval Date: 08/18/2025

REGISTRATION INFORMATION
FLC Policy Committee

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Hilton Orlando
6001 Destinat Parkway
Orlando, FL 32819
407-313-4300

DATE: **08.12.2025**

1. TRAVELER'S NAME: Curtis Johnson
2. DEPARTURE DATE: 09.25.2025
3. RETURN DATE: 09.26.2025
4. DESTINATION: Orlando,FL
5. CODE CHARGE: **1100540300**
6. AMT BUDGETED: 20,000.00

DEPARTMENT: City Commission
DEPARTURE TIME: 4pm
RETURN TIME: 2pm
PURPOSE: FLC Legislative Policy Committee Meeting

7. BALANCE AVAILABLE: **$2,731.86**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:				
* HOTEL BILL: Confirmation # YLORE8GM		199.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.70 224.1			156.88	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES			46.26	
* MISC. EXPENSES				
MEALS				
1 BREAKFAST @ $8.00			8.00	
1 LUNCH @ $8.00			8.00	
1 DINNER @ $20.00			20.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			2.52	
15% GRATUITIES			5.40	
TOTALS	0.00	199.00	252.06	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: Linda W. Cox
DEPARTMENT SUPERVISOR

CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

* RECEIPT REQUIRED
REV 1/25 DLN

Hi Curtis,
Thank you for your reservation

Your Upcoming Event

Florida League of Cities 2025 Legislative Policy Committee Meeting September
Sep 25, 2025 - Sep 25, 2025

Hilton Orlando

6001 Destination Parkway Orlando, FL 32819 | 407-313-4300

Date booked
Aug 12, 2025

Acknowledgment number
#YLORE8GM

Hotel confirmation number
#Pending. Another email will be sent with your hotel number.

Check-In	**Check-Out**
Sep 25, 2025	Sep 26, 2025

Guest Information Curtis Johnson

Room Type	Guest Room - 1 King Bed
Guests per room	1
Request	
Accessible Room	No
Share-withs	There are no other guests sharing this room
Tax Disclosure	Room rate shown does not include • Tax 12.50% Per Room Per Night (subject to change) • $2.25 Destination Marketing Fee.

Deposit Policy

There is a credit card deposit required for this reservation, the deposit amount needed would be equal to one night's room and tax plus tax, which will be charged to your card.

Cancellation Policy

Reservations must be cancelled 5 days prior to arrival.

Need to change something? Manage Stay.

Summary of Charges

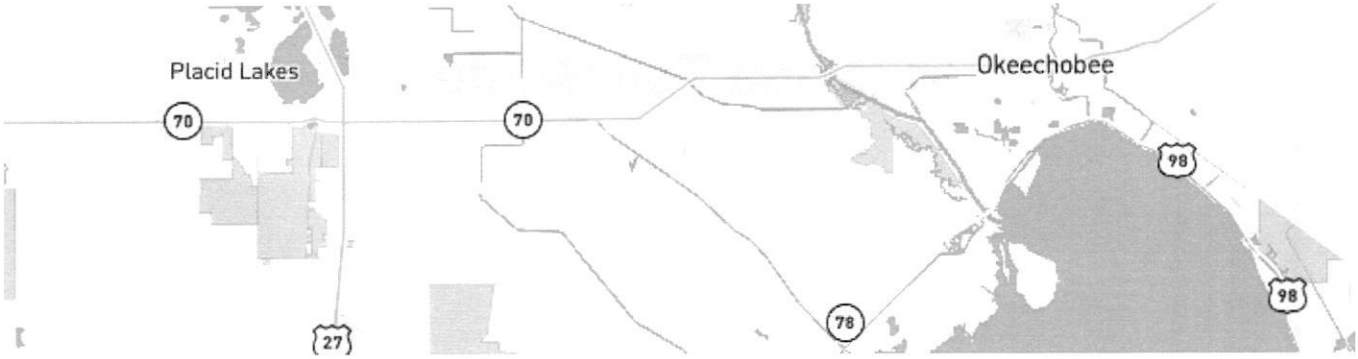
Date	Guests	Status	Rate (USD)
Sep 25, 2025	1	Confirmed	199.00
		Total	199.00

Add-ons

Additional Information

- Resort Charge: $40 + Tax per night
  - Includes: WiFi, fitness center, equipment rental & recreational activities including splash pad, 2 trolley passes, 15% off food & beverage(excludes Tropics), 25% off cabana rentals, 10% off spa services & retail (excludes salon), arts & crafts.
- Parking:
  - Self Parking $38 + Tax per night
  - Valet Parking $50 + Tax per night

For additional information, please visit our website.



Leaflet | © Mapbox

Toll plaza accepting Toll tags | Toll plaza accepting Cash | Via points | EV charging point

- $1.38 more than the **Cheapest** route
- Route: **Florida's Turnpike N**
- Gas: **$13.26**, Duration: **1 h 43 min**, Distance: **112 mi**

Tolls	Fuel (Gas)	Total
$4.13 x2	$13.26	$17.39

Features

- Nation's largest 734-mile toll network: SunPass system, Florida Turnpike, I-4 Express, CFX toll roads
- SunPass saves 25% vs toll-by-plate, 6.7¢/mile average, I-4 Express dynamic pricing
- Love's expanding FL presence, Pilot Flying J extensive I-75/I-95 coverage, TA-Petro Wildwood hub
- FL IFTA calculations: 38.2¢/gallon diesel tax for commercial compliance
- Toll + fuel route optimization for complete trip analysis
- Real-time diesel/gasoline pricing with FL tax structure
- All vehicle types: Cars, trucks, RVs, motorcycles

Florida Toll Guide

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TollGuru Florida calculator combines nation's largest toll system (734 miles) with fuel network integration. Get accurate toll rates from SunPass system across Florida Turnpike, I-4 Express, CFX roads plus fuel costs from Love's, Pilot Flying J, TA-Petro. Includes FL IFTA diesel tax (38.2¢/gallon) and 25% SunPass savings vs toll-by-plate.

Other Toll Calculators

New York Toll Calculator	New Jersey Toll Calculator
Illinois Toll Calculator	Texas Toll Calculator
Maryland Toll Calculator	Virginia Toll Calculator
Florida Toll Calculator	Massachusetts Toll Calculator
Houston Toll Calculator	Pennsylvania Toll Calculator
Colordao Toll Calculator	Dallas Toll Calculator
Canada Toll Calculator	Mexico Toll Calculator

100 N US-1
to **6001 Destination Pkwy**

1 hr 43 min (112.06 miles)

via Florida's Tpke and SR-60

Start
100 N US-1

Head toward Orange Ave.

Go for 125 ft.

Turn right onto Orange Ave (SR-68).

Go for 3.8 mi.

Take ramp onto I-95 N (SR-9).

Go for 15.6 mi.

Take exit 147 toward SR-60 W.

Go for 0.3 mi.

Turn left onto 20th St (SR-60 W).

Go for 24.6 mi.

Take ramp onto Florida's Tpke toward Florida's Turnpike-TOLL/Florida's Turnpike North.

Go for 62.0 mi.

Take exit 254 toward Kissimmee/SR-528-TOLL W onto US-17 S/US-92 W/US-441 S (S Orange Blossom Trl).

Go for 1.3 mi.

Turn right onto Consulate Dr toward SR-528-TOLL W.

Turn right onto Destination Pkwy.

Go for 0.1 mi.

Turn left.

Go for 0.1 mi.

End at
6001 Destination Pkwy
Orlando, Florida 32819

From: Mary Edenfield <medenfield@flcities.com>
Sent: Tuesday, August 12, 2025 2:32:20 PM
Subject: hotel room block link available - Sept. 26 FLC policy committee mtgs.

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.

You are receiving this email because you signed up to serve on a Florida League of Cities (FLC) legislative policy committee for the 2025–2026 cycle.

FLC legislative policy committee appointment emails will go out soon (after the FLC Annual Conference). In the meantime, if you plan to attend the first round of committee meetings on Friday, September 26, and need a hotel room, please go ahead and book your reservation under the League's room block at the Hilton Orlando. The room block cut-off date is August 29. **Click HERE to book your room under the League room block**. The hotel room rate is $199 a night. The only event on Thursday, September 25 is a networking reception for those traveling on Thursday. The reception is optional.

Meeting Schedule:

- Friday, September 26, 2025, from 10:00 a.m. to 2:00 p.m. ET at the Hilton Orlando, 6001 Destination Parkway, Orlando, FL 32819. (Round 1 of meetings)
- Friday, October 17, 2025, from 10:00 a.m. to 2:00 p.m. ET at the Hilton Orlando, 6001 Destination Parkway, Orlando, FL 32819. The League will provide hotel room block information at a later date. (Round 2 of meetings)
- Thursday, December 4, 2025, from 10:00 a.m. to 12:00 p.m. ET during FLC Legislative Conference at the Renaissance Orlando at Sea World, 6677 Sea Harbor Drive, Orlando, FL 32821. The League will provide hotel room block information at a later date. The legislative priorities will be adopted during the Legislative Conference. (Round 3 of meetings)

Let me know if you have any questions.

Mary Edenfield
Legislative Administrative Supervisor
Florida League of Cities, Inc.
850.701.3624
www.flcities.com

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

Meeting Date: 09/15/2025

Re: Approval of travel for Commissioner Gaines to attend the Florida League of Cities Policy Committee Meeting in Orlando, Florida from September 25, 2025 to September 26, 2025, in the amount of $ 451.06.

SUBJECT:

Approval of travel for Commissioner Gaines to attend the Florida League of Cities Policy Committee Meeting in Orlando, Florida from September 25, 2025 to September 26, 2025, in the amount of $ 451.06.

SUMMARY:

Florida League of Cities Policy Committee Meeting gives city officials a structured way to shape the League's legislative agenda and priorities.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk.

COORDINATED WITH:

Arnold Gaines, City Commissioner

Attachments

Travel Documents

Form Review

Form Started By: Latoya Ransom Started On: 08/18/2025 12:41 PM

Final Approval Date: 08/18/2025

REGISTRATION INFORMATION
FLC Policy Committee

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Hilton Orlando
6001 Destinat Parkway
Orlando, FL 32819
407-313-4300

DATE: **08.12.2025**

1. TRAVELER'S NAME: Arnold Gaines
2. DEPARTURE DATE: 09.25.2025
3. RETURN DATE: 09.26.2025
4. DESTINATION: Orlando,FL
5. CODE CHARGE: **1100540300**
6. AMT BUDGETED: 20,000.00

DEPARTMENT: City Commission
DEPARTURE TIME: 4pm
RETURN TIME: 2pm
PURPOSE: FLC Legislative Policy Committee Meeting

7. BALANCE AVAILABLE: **$2,731.86**

Expenses must comply with City Code of Ord 1-158.
Per Diem Allowance $50.00 or $12.50 per quarter day.
Class A Travel 24-hour day.

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:				
* HOTEL BILL: Confirmation # RWFRDYF1		199.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.70 224.1			156.88	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES			46.26	
* MISC. EXPENSES				
MEALS				
1 BREAKFAST @ $8.00			8.00	
1 LUNCH @ $8.00			8.00	
1 DINNER @ $20.00			20.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			2.52	
15% GRATUITIES			5.40	
TOTALS	0.00	199.00	252.06	

BREAKFAST = When travel begins before 6:00 a.m. and extends beyond 8:00 a.m.
LUNCH = When travel begins before 12:00 noon and extends beyond 2:00 p.m.
DINNER = When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

ADVANCE CASH RECEIVED: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

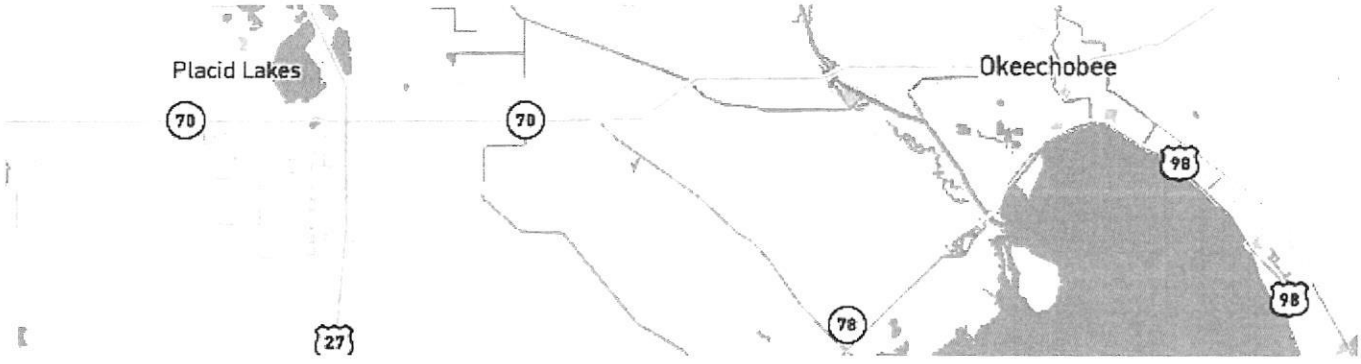
TRAVEL APPROVED BY: _____
DEPARTMENT SUPERVISOR

_____
CITY MANAGER
(220 WITH CITY MANAGER SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/25 DLN



Leaflet | © Mapbox

Toll plaza accepting Toll tags	Toll plaza accepting Cash	Via points	EV charging point

ⓘ **$1.38 more than the Cheapest route**

ⓘ Route: **Florida's Turnpike N**

ⓘ Gas: **$13.26**, Duration: **1 h 43 min**, Distance: **112 mi**

Tolls ⓘ	Fuel (Gas)	Total
$4.13 x2	$13.26	$17.39

Features

- Nation's largest 734-mile toll network: SunPass system, Florida Turnpike, I-4 Express, CFX toll roads
- SunPass saves 25% vs toll-by-plate, 6.7¢/mile average, I-4 Express dynamic pricing
- Love's expanding FL presence, Pilot Flying J extensive I-75/I-95 coverage, TA-Petro Wildwood hub
- FL IFTA calculations: 38.2¢/gallon diesel tax for commercial compliance
- Toll + fuel route optimization for complete trip analysis
- Real-time diesel/gasoline pricing with FL tax structure

Florida Toll Guide

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TollGuru Florida calculator combines nation's largest toll system (734 miles) with fuel network integration. Get accurate toll rates from SunPass system across Florida Turnpike, I-4 Express, CFX roads plus fuel costs from Love's, Pilot Flying J, TA-Petro. Includes FL IFTA diesel tax (38.2¢/gallon) and 25% SunPass savings vs toll-by-plate.

Other Toll Calculators

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Florida Toll Calculator	Massachusetts Toll Calculator
Houston Toll Calculator	Pennsylvania Toll Calculator
Colordao Toll Calculator	Dallas Toll Calculator
Canada Toll Calculator	Mexico Toll Calculator

100 N US-1
to **6001 Destination Pkwy**

1 hr 43 min (112.06 miles)

via **Florida's Tpke and SR-60**

Start
100 N US-1

Head toward Orange Ave.

Go for 125 ft.

Turn right onto Orange Ave (SR-68).

Go for 3.8 mi.

Take ramp onto I-95 N (SR-9).

Go for 15.6 mi.

Take exit 147 toward SR-60 W.

Go for 0.3 mi.

Turn left onto 20th St (SR-60 W).

Go for 24.6 mi.

Take ramp onto Florida's Tpke toward Florida's Turnpike-TOLL/Florida's Turnpike North.

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Turn right onto Consulate Dr toward SR-528-TOLL W.

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Go for 0.1 mi.

Turn left.

Go for 0.1 mi.

End at
6001 Destination Pkwy
Orlando, Florida 32819

From: Mary Edenfield <medenfield@flcities.com>
Sent: Tuesday, August 12, 2025 2:32:20 PM
Subject: hotel room block link available - Sept. 26 FLC policy committee mtgs.

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.

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FLC legislative policy committee appointment emails will go out soon (after the FLC Annual Conference). In the meantime, if you plan to attend the first round of committee meetings on Friday, September 26, and need a hotel room, please go ahead and book your reservation under the League's room block at the Hilton Orlando. The room block cut-off date is August 29. **Click HERE to book your room under the League room block.** The hotel room rate is $199 a night. The only event on Thursday, September 25 is a networking reception for those traveling on Thursday. The reception is optional.

Meeting Schedule:

- Friday, September 26, 2025, from 10:00 a.m. to 2:00 p.m. ET at the Hilton Orlando, 6001 Destination Parkway, Orlando, FL 32819. (Round 1 of meetings)
- Friday, October 17, 2025, from 10:00 a.m. to 2:00 p.m. ET at the Hilton Orlando, 6001 Destination Parkway, Orlando, FL 32819. The League will provide hotel room block information at a later date. (Round 2 of meetings)
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Let me know if you have any questions.

Mary Edenfield
Legislative Administrative Supervisor
Florida League of Cities, Inc.
850.701.3624
www.flcities.com

Hi Arnold,
Thank you for your reservation

Your Upcoming Event

Florida League of Cities 2025 Legislative Policy Committee Meeting September
Sep 25, 2025 - Sep 25, 2025

Hilton Orlando

6001 Destination Parkway Orlando, FL 32819 | 407-313-4300

Date booked
Aug 13, 2025

Acknowledgment number
#RWFRDYF1

Hotel confirmation number
#Pending. Another email will be sent with your hotel number.

Check-In	**Check-Out**
Sep 25, 2025	Sep 26, 2025

Guest Information Arnold Gaines

Room Type	Guest Room - 1 King Bed
Guests per room	1
Request	
Accessible Room	No
	There are no other guests sharing this room
Share-withs	
Tax Disclosure	Room rate shown does not include

- Tax 12.50% Per Room Per Night (subject to change)
- $2.25 Destination Marketing Fee.

Deposit Policy

There is a credit card deposit required for this reservation, the deposit amount needed would be equal to one night's room and tax plus tax, which will be charged to your card.

Cancellation Policy

Reservations must be cancelled 5 days prior to arrival.

Need to change something? Manage Stay.

Summary of Charges

Date	Guests	Status	Rate (USD)
Sep 25, 2025	1	Confirmed	199.00
		Total	199.00

Add-ons

Additional Information

- Resort Charge: $40 + Tax per night
  - Includes: WiFi, fitness center, equipment rental & recreational activities including splash pad, 2 trolley passes, 15% off food & beverage(excludes Tropics), 25% off cabana rentals, 10% off spa services & retail (excludes salon), arts & crafts.
- Parking:
  - Self Parking $38 + Tax per night
  - Valet Parking $50 + Tax per night

For additional information, please visit our website.

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

Meeting Date: 09/15/2025

Re: Approval of Plan Review Services Contract with GFA International, Inc. - Plan Review Services - RFP 2025-012

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Approval of Continuing Services Agreement with GFA International, Inc. dba Universal Engineering Sciences for Professional Plan Review Services, RFP No. 2025-012, in the amount of up to $100,000 annually.

SUMMARY:

On June 16, 2025, during the City Commission meeting, the Commission awarded RFP No. 2025-012 for Professional Plan Review Services. The total annual cost of this service is not to exceed $100,000.

This contract provides for the performance of residential and commercial building plan review services to augment the City's responsibility for enforcement of the Florida Building Code and applicable related regulations, laws and rules on building projects. The contractor will respond to specific authorizations issued by the City, which will provide for the scope of work, schedule of services, deliverables, and compensation.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building
Shaun Coss, CFM, Assistant Director of Building

COORDINATED WITH:

Purchasing
City Attorney's Office

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025/2026
Account: 4202902-534900
Amount: $100,000
FISCAL IMPACT:

4202902-534900 Building Department Contracted Services Fund

Attachments

Agreement
CAO Memo
Agenda Item

Form Review

Inbox	Reviewed By	Date
Building	Shaun Coss	09/02/2025 10:48 AM
Finance Department	Johnna Morris	09/02/2025 01:23 PM
City Manager	Richard Chess	09/02/2025 05:02 PM
Form Started By: Shaun Coss		Started On: 08/27/2025 09:13 AM
Final Approval Date: 09/02/2025		

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

July 29, 2025

Email: tmontano@teamues.com

GFA International, Inc. dba Universal Engineering Sciences
607 NW Commodity Cove
Port St. Lucie, FL 34986
Attn: Thomas Montano, PE, Branch Manager

SUBJECT: Notice of Award
RFP No. 2025-012 – Annual Contract for Plan Review Services

Dear Mr. Montano,

The Commission of the City of Fort Pierce met in regular session, Monday, June 16, 2025, and awarded subject solicitation to your firm, in the amount of $100,000.00.

Please take the following actions:

1. Execute and notarize this Award Letter

2. Execute the Agreement

3. Please provide an updated Certification of Liability, Automobile Liability, and Workers' Compensation in accordance with the attached Insurance Requirements as described in the solicitation document. (Attached is the Insurance Requirements from the solicitation document).

   We will need a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage and a copy of the actual notice of cancellation endorsement issued to the policy that provides the City with no less than thirty (30) days advance written notice for any change, cancellation, or non-renewal of the policy. Certificates of Insurance must be completed as follows: Certificate Holder–City of Fort Pierce, Attn: Purchasing Department, P.O. Box 1480, Fort Pierce, FL 34954-1480; Additional Insured for General Liability - City of Fort Pierce and its board members, officials, officers and employees.

4. **Return documents enclosed within five (5) days after receipt, via email to:**

   Email:
   Madison White, Purchasing Agent
   City of Fort Pierce
   mwhite@cityoffortpierce.com

   Carbon Copy:
   purchasing@cityoffortpierce.com

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

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

Sincerely,
CITY OF FORT PIERCE

Madison White
Madison White Purchasing Agent

ACCEPTED BY:
GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING SCIENCES

Signature (Manual)

Paul Danforth
Signature (Typed or Printed)

Vice President
Title

8/5/25
Date

NOTARIZATION

STATE OF Florida

COUNTY OF PalmBeach

The foregoing instrument was acknowledged before me this 5th day of August 2025,

by Paul Danforth (Officer of Firm), Vice President (Title), of GFA International D/B/A Universal Engineering Sciences (Name of Firm) a Florida (State) corporation, on behalf of the corporation.

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

Jennifer Rivera
Notary Public

JENNIFER RIVERA
MY COMMISSION # HH 323323
EXPIRES: February 18, 2027

My commission expires: 2/18/2027

/mw

cc: Paul Thomas, Building Official
Shaun Coss, Assistant Building Director

Attachments: Insurance Requirements

CITY OF FORT PIERCE
CONTINUING SERVICES AGREEMENT
RFP NO. 2025-012 PLAN REVIEW SERVICES

This Agreement ("Agreement") entered into this _____day of ____, 2025 ("Agreement") is made and entered into by and between the City of Fort Pierce, Florida, a municipal corporation ("City"), and **GFA International, Inc. dba Universal Engineering Sciences,** a FLORIDA CORPORATION with its principal place of business at 607 NW Commodity Cove, Port St. Lucie, FL 34986 ("Contractor").

WHEREAS, on December 16, 2024 and December 23, 2024, pursuant to RFP No. 2025-012, the City solicited the services of qualified contractors to provide residential and commercial building plan review services; and

WHEREAS, the Contractor submitted a proposal that was evaluated by an evaluation committee who recommended award to Contractor; and

WHEREAS, on June 16, 2025, the City Commission authorized the award of RFP No. 2025-012 to Contractor and authorized staff to initiate contract negotiations with Contractor; and

WHEREAS, Contractor is qualified and experienced in providing plan review services; and

WHEREAS, the City is in need of such continued services for plan reviews; and

WHEREAS, Contractor has agreed to furnish plan review services to the City for the compensation set forth herein and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the Parties agree as follows:

1. **Contractor Services.**

1.1 Contractor will provide the services as set forth in **Exhibit A**, Statement of Work, attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of the City.

1.2 Contractor will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered a continuing contract and work will be initiated on an assignment-by-assignment basis through a Specific Authorization. The City will notify all contractors, of which the City has entered a plan review services agreement, of an assignment, and solicit from the contractors their proposed costs and time period for completion of the assignment. The City reserves the right to select the respective contractor who the City believes is in its best interest to perform the specified work. Contractor specifically acknowledges and agrees this Agreement is not a guarantee the City will select Contractor to perform any services, nor is Contractor guaranteed to receive any assignments for which Contractor will be compensated by City pursuant to this Agreement.

1.3 A Specific Authorization from the City will be provided to Contractor for each assignment awarded to Contractor. The Specific Authorization shall set out the Scope

of Work for the assignment, time of performance, and any other necessary terms.

1.4 The Building Department Director can approve Specific Authorizations up to the limit established by the City Purchasing Policy for department heads. Specific Authorizations over the limit for department heads and up to $50,000 must be authorized by the City Manager. Specific Authorizations over $50,000 must be presented to the City Commission for authorization.

1.5 Notwithstanding any other provision of this Agreement, Contractor's performance of the Services will conform to the specifications and requirements contained in the RFP 2025-011 - Contracted Plan Review Services and the Contractor's Bid dated January 16, 2025, attached as **Exhibit B.** To the extent that the Bid or Contractor's Bid conflict with the terms of this Agreement, the terms of this Agreement will control.

1.6 Contractor shall perform all services to the utmost professional standards which shall include having the necessary tools, ladders, cell phone, vehicle, and other equipment to perform plan review services.

2. Compensation.

2.1 Total compensation to Contractor will not exceed **$100,000.00 (One Hundred Thousand Dollars and No Cents)** for the initial term of the Agreement, which includes all travel and expenses. Payment for services performed will be processed within thirty (30) days of receipt upon approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

2.2 Upon completion of the Services and acceptance by the City, Contractor will submit an invoice setting forth amounts due to Contractor. Each invoice will be accompanied by documentation that the City may reasonably request to support the invoice amount. The City will, within ten (10) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If the City approves the amount or any portion of the amount, the City will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If the City disapproves any invoice amount, the City will give Contractor specific reasons for its disapproval in writing, within ten (10) days from the date it receives an improper payment request or invoice. Contractor will submit invoices to the City as follows:

City of Fort Pierce
Attn: Accounts Payable
P.O. Box 1480
Fort Pierce, FL 34954

3. Term.

This Agreement is effective as of the date last signed below ("Effective Date") and will terminate one year from the effective date unless earlier terminated in accordance with Section 8. The City will have the option to renew this Agreement for two (2) additional one (1) year periods.

4. Licenses, Permits, Taxes, Fees, Laws and Regulations

4.1 Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.

4.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.

4.3 Contractor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations.

5. Ownership and Use of Work Material.

5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by the City, are the sole property of the City and for its exclusive use and reuse at any time without further compensation and without any restrictions.

5.2 Contractor grants and assigns to the City all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material.

5.3 Contractor will deliver all Work Material to the City upon expiration or termination of this Agreement. The City will have the right to use the Work Material for the completion of the Services or otherwise. The City may, at all times, retain the originals of the Work Material.

5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by the City in writing. Contractor will treat all Work Material as confidential.

6. Confidentiality and Safeguarding of City Records; Press Releases; Public Information.

6.1 Contractor shall not disclose, publish, or authorize others to disclose or publish, Work Material or other information pertaining to the Services assigned to Contractor by the City or other information to which Contractor had access during the term of this Agreement without the prior written approval of the City.

6.2 Contractor will not make any press releases, public statements, or advertisement referring to the services or the engagement of Contractor as an independent Contractor of the City in connection with the Agreement or release any information relative to the Agreement for publication, advertisement or any other purpose without the prior written approval of the City.

6.3 The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

7. Public Records.

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

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

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

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 NORTH U.S. HWY 1, FORT PIERCE, FL 34950.

8. Termination.

8.1 If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.

8.2 The City may terminate this Agreement immediately in the event of the filing by or against Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Contractor becomes insolvent.

8.3 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.

8.4 Upon termination of this Agreement, Contractor will deliver to the appropriate representative of the City all Work Material related to the services performed by Contractor in the format requested by the City together with any keys, identification badges, or equipment owned by the City.

8.5 Termination under Sections 8.1 or 8.6 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.

8.6 The City may terminate this Agreement, without cause, upon written notice to Contractor. At such time, Contractor will be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

9. Indemnification.

Contractor will indemnify and hold harmless the City, and its members, officials, officers, attorneys, employees, representatives and agents from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by Contractor; for wages and fringe benefits of Contractor's employees; and for injury or death of any person or damage to property that result directly or indirectly from the negligent or intentional acts or omissions of Contractor or its officers, agents, or employees in the performance of this Agreement.

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

10. Insurance.

Contractor shall, at its own expense, procure and maintain, with insurers acceptable to CITY and City, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not commence work until the required insurance is in force and evidence of insurance been provided to and approved by the City.

As evidence of compliance with the insurance required herein, Contractor shall furnish the City with:

(a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation

endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the City and its officials, board members, officers and employees as Additional Insureds in the Commercial General Liability coverage;

(b) the original of the policy(ies); or

(c) other evidence satisfactory to the City.

To the extent Contractor is permitted to and elects to subcontract any of the work performed under this Agreement, Contractor will require all subcontractors to provide insurance coverage complying with the requirements set forth herein and will provide the City with evidence of such coverage prior to the commencement of the subcontractor's work.

Until such insurance is no longer required by this Contract, Contractor 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.

Workers' Compensation and Employers Liability

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the City with thirty (30) days written notice of cancellation.

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

Part One: "Statutory"

Part Two: $1,000,000 (Each Accident)

$1,000,000 (Disease-Policy Limit)

$1,000,000 (Disease-Each Employee)

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

Commercial General Liability

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. other than those required by ISO or the state of Florida or those described below. The policy must be endorsed to provide the City with thirty (30)

days written notice of cancellation

The City and its officials, officers, agents and employees shall be included as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

Automobile Liability

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the City with thirty (30) days written notice of cancellation. 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

The Contractor shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Contractor warrants that the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, Contractor shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

General Conditions

Contractor and the City shall each be responsible for maintaining insurance on their own property. Regardless of whether the Contractor purchases property coverage or not, Contractor hereby expressly waives and releases any cause of action or right of recovery which

Contractor may have hereafter against the City for any loss arising out of loss or damage to the Contractor's property, about or a part of, the premises whether covered by insurance or not. The insurance provided by the Contractor shall apply on a primary basis. Any insurance maintained by the City shall be excess of and shall not contribute with the insurance provided by the Contractor.

Except where prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the City may permit the application of a deductible or

permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. The Contractor shall pay on behalf of the City and its officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the City or its officials, officers, agents and employees.

All insurance policies provided by the Contractor shall be endorsed to provide the City with thirty (30) days' notice of cancellation.

All insurance policies provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the City and its officials, officers, agents and employees.

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

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

Certificates of Insurance must be completed as follows:

1. Certificate Holder:

   City of Fort Pierce
   Attn: Risk Manager
   100 N. US Hwy 1
   Fort Pierce, FL 34954-1480

2. Additional Insured for General Liability:

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

11. **Written Authorization Required**
Contractor shall not make changes in the job scope or perform any additional work or provide any additional material, under this Agreement without first obtaining written authorization from the City for such additional work or materials. Additional labor or materials provided without written authorization shall be done at Contractor's risk and without payment.

12. **Waiver of Jury Trial.**

BOTH THE CITY AND CONTRACTOR HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY AND ANY ISSUE ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT SHALL BE RESOLVED BY NON-JURY TRIAL.

13. **Notice**
All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or

certified mail (postage prepaid) return receipt requested, addressed to:

As to City:
Paul Thomas, CBO, CFM
Director of Building
100 N U.S. Hwy. 1
Fort Pierce, FL 34954
Phone: 772-467-3195

With a copy to:
Gelencia Carter
Purchasing Manager
100 North U.S Hwy. 1
Fort Pierce, FL 34954
Phone: 772-467-3102

As to Contractor:
Tom Montano, PE
Branch Manager
607 NW Commodity Cove
Port St. Lucie, FL 34986
Phone: 772-924-3575

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

14. Independent Contractor

Contractor is and shall at all times be deemed to be an independent contractor for all purposes under this Agreement and shall not be deemed to be a representative, agent, or employee of the City in the performance of the Services.

15. Sovereign Immunity

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

16. Miscellaneous

16.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

16.2 Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

16.3 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. Contractor 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.

16.4 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and the City and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of the City and Contractor.

16.5 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

16.6 Venue; Governing Law. St. Lucie County, Florida, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Florida.

16.7 Dispute Resolution. Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Contractor and the City. Unless otherwise directed by City, Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the City or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

16.8 Waivers. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

16.9 Conflict of Interest. Contractor 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. Contractor further represents that no person having any interest shall be employed for said performance.

16.10 Non- Discrimination. Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification);

or because of marital status, race, color, religion, national origin or ancestry.

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

CONTRACTOR:
GFA dba Universal Engineering Services

By: _____

Name: Paul Danforth

Title: Vice President

Date: 8/5/25

CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

_____
Date

Approved as to form and correctness:

By: _____
Sara Hedges, City Attorney

Attached: **Exhibit "A" – Statement of Work**
Exhibit "B" – Contractor's Proposal
Exhibit "C" – Affidavit Regarding the use Coercion for Labor or Services

EXHIBIT "A"
STATEMENT OF WORK

1. Contractor will provide residential and commercial building plan review services to augment the City's responsibility for enforcement of the Florida Building Code and applicable related regulations, laws and rules on building projects within the City of Fort Pierce.

2. Contractor and its employees are expected to hold standard certification in the disciplines required for performing said services in accordance with Florida Statute Chapter 468 to include Building, Mechanical, Electrical, Plumbing and Residential disciplines.

3. Contractor will examine permit documents and construction plans for compliance with Florida Building Codes and related regulations, laws and rules; and grant approvals if found in compliance with said building codes and regulations, as well as provide written comments, with applicable code sections if found not in compliance.

4. Plans submitted to the City and provided to the Contractor for review may be provided in physical printed format and/or electronic format through the City's web-based electronic plan review system.

5. The City will process the initial intake and may offer expedited services to the customer using a contracted firm for certain tasks. All work will be done on an hourly basis and hours charged for expedited services cannot exceed the allowable number of hours for each task that would normally be incurred if City Building department staff performed the same work.

6. Electronic plans will be assigned to the City's electronic permitting system and Contractor will be required to review the plans and make all necessary comments in the electronic permitting system. Software and associated license fees will be provided by the City.

7. Plan review, whether electronic or physical, must be performed within the time limits imposed by State Statute 553 and within the due date provided in the electronic permitting system.

8. Contractor is expected to communicate in a professional, courteous, and respectful manner. The use of abusive, foul, obscene, offensive language and/or gestures is prohibited. Complaints may be investigated by City management and/or professional firm management. Repeated substantiated complaints. or single egregious events may result in the inspector being banned from performing reviews in the City.

Compensation and Billing

1. Service invoices shall be billed monthly at a contracted hourly rate that shall represent the total compensation for services.

2. Invoices for services must identify each person for which services were performed and the total number of hours per month.

Contract Term

1. The period of this Agreement shall be for twelve (12) months. This Agreement may, by mutual written assent of the parties, be extended for two (2) additional twelve (12) month periods or

portions thereof, up to a cumulative total of thirty-six (36) months.

2. The agreement may be terminated prior to the expiration of the term for any reason upon thirty (30) days ' written notice.

3. The agreement shall automatically and immediately terminate should the individual(s) performing services no longer maintain certifications required.

4. Refunds and/or reduction in permit fees as a result of failing to comply with review timelines imposed by State Statute will be deducted from the firm's invoiced amount.

5. The Building Director for the City shall be considered the authority having jurisdiction for purposes of interpretation and enforcement of the Code. If/when a conflict of interpretation arises between the City and bidders' firm, the Building Director of the City shall make the final ruling.

6. If, in the opinion of the Building Director, the Code has been incorrectly applied/enforced or upon confirmation of a violation of this Statement of Work, the fee for services provided for that inspection shall be refunded to the City.

7. The agreement may be terminated should the firm exceed plan review timelines imposed by State Statute three times in any one month period.

EXHIBIT "B"
CONTRACTOR'S PROPOSAL

PROPOSAL PRICING FORM
RFP NO. 2025-012 ~ ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

The following proposal(s) is submitted on behalf of: Universal Engineering Sciences for the requested services, in accordance with the agreements and specifications contained in RFP No. 2025-012.

We have carefully examined that this proposal package and understand the provisions, terms, and conditions concerning the equipment, materials, supplies or services as called for. With full knowledge and understanding of the requirements in the Proposal Package, We hereby agree to furnish and deliver services as indicated at the prices quoted herein as follows:

Item	Description		Hourly Rate
1	• Perform plan review services. • Per Inspector: Approximately 8 hours per day, 37.5- 40 hours per week. Full-time plan reviewer	**BLDG, M,E, or P** **1 + 2 Family** **Multi**	$ 95 per hour $ 95 per hour $ 95 per hour
2	• Full-Time Plan reviewer • Perform plan review services • Per plan reviewer: In excess of 40 hours per week. • Full-time plan reviewer overtime		$95 per hour **1 + 2 Family** $ 95 per hour $ 95 per hour
3	• Perform plan review services. • Per Plan Reviewer: 4 hours per day, • 18 – 22 hours per week. • Part-time plan reviewer	**1 + 2 Family**	$ 95 per hour $ 95 per hour $ 95 per hour
4	• Perform plan review services. • Pre plan Reviewer on an as-needed basis • As needed Plan Review	**1 + 2 Family**	$ 95 per hour $ 95 per hour

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/5/2025

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

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

PRODUCER Edgewood Partners Insurance Center 3780 Mansell Rd. Suite 370 Alpharette GA 30022	**CONTACT NAME:** Greyling COI Specialist **PHONE (A/C, No, Ext):** 770.670.5324 **FAX (A/C, No):** 770.670.5324 **E-MAIL ADDRESS:** uescerts@greyling.com
INSURED UNIVENG GFA International, Inc., DBA Universal Engineering Sciences 4205 Vineland Road Suite L1 Orlando FL 32811	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Greenwich Insurance Company 22322 INSURER B : Westchester Surplus Lines Insurance Co 10172 INSURER C : Landmark American Insurance Company 33138 INSURER D : Navigators Specialty Insurance Company 36056 INSURER E : Convex Insurance UK Limited 71499 INSURER F : Aspen Specialty Insurance Company 10717

COVERAGES **CERTIFICATE NUMBER:** 530852067 **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 F	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab X $1M Emp. Benefit GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	Y	RGC300209901 CX010NE25	5/1/2025 5/1/2025	5/1/2026 5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG XS GL Per Occ/Agg	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	RAC943832501	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B C D	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	Y	Y	G48816149001 LHA606324 GA25EXCZ0KKF1IC	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	RWC300210001	5/1/2025	5/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability incl. Pollution Liab			B0146LDUSA2505257	5/1/2025	5/1/2026	Per Claim Aggregate	$2,000,000 $2,000,000

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

Continuation of Insurers and Coverage

XS Excess Liability: CXS04959500 - Insurer G: Homesite Assurance Company; NAIC: 11156.

Re: RFP #2025-012 - Annual Contract for Plan Review Services.

City of Fort. Pierce and its board members, members, officials, officers, agents and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER

City of Fort. Pierce
Risk manager
100 N. US Hwy 1
P.O. Box 1480
Fort Pierce, FL 34954

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gregg Bradford

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RFP No: 2025-012

ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

City of Fort Pierce, Florida

UES™

Grounded in Excellence

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: LaTonya Hubbard, 772-467- 3102	**RFP No:** 2025-012
Pre-Proposal Conference Date: N/A	**RFP Title:** ANNUAL CONTRACT FOR PLAN REVIEW SERVICES
Pre-Proposal Location: N/A	**RFP Opening Location:** City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:00 PM, TUESDAY, JANUARY 21, 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: GFA International, Inc. dba Universal Engineering Sciences **Mailing Address:** 607 NW Commodity Cove	*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: Port St. Lucie, FL 34986	**Typed or Printed Name:** Thomas Montano, PE
Type of Entity (Select one): Corporation X Partnership _____ Proprietorship _____	**Title:** Branch Manager
Incorporated in the State of: FL **Year:** 1988	**Delivery in** _____ **days, ARO**
Phone Number: (772) 924-3575	**Payment Terms:** Net 30 Days
Fax Number: (772) 924-3580	**FEIN or SS Number:** 65-0874962
E-Mail Address: tmontano@teamues.com	**Local Business:** X Y __ N **MWBE:** __ Y X 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	

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SECTION 1

TRANSMITTAL LETTER

Date: January 21, 2025

Attention: City of Fort Pierce
Purchasing Division - Room 101
100 North U.S. #1 - 1st Floor
Ft. Pierce, FL 34950

Reference: RFP No. 2025-012 Annual Contract For
Plan Review Services

Dear Selection Committee Members:

GFA International, Inc., (GFA) dba Universal Engineering Sciences (UES) truly appreciates the opportunity to present our services and experience in response to RFP 2025-012 Annual Contract for Plan Review Services. We have a firm understanding of the scope outlined within and are confident that our capabilities and experience position UES as the ideal firm to execute this scope. We have served Fort Pierce clientele in a variety of ways for many years, and we are eager to build upon our relationship in support of the City of Fort Pierce' needs and vision.

In early 2020, GFA International, Inc. (GFA) and Universal Engineering Sciences, Inc. strategically merged, forming the UES Family of Companies—the largest, most experienced, resource-rich organization of its kind in the nation. This union has grown to include more than 12 other companies across the nation, from the Carolinas to California.

It is important to note that the leadership, personnel, and most importantly, the exemplary service typical of all companies included in the Universal Family of Companies remains unchanged. That being said, the increase in fleet, personnel, and technology will significantly benefit all clients associated with UES.

UES has over 86 fully operational and fully-staffed branches spanning the U.S., with 19 located in Florida. These strategically situated offices meet our clients' needs by providing local expert knowledge and solutions unique to the region. The wide distribution of our resources also means that we are able to rapidly respond to our clients and immediately allocate equipment and manpower.

Each office is staffed with dedicated professionals who are familiar with the region's geographic conditions, state, county, and city regulations, and who have developed strong working relationships with local specialized subconsultants and vendors.

Our team has decades of experience providing expert plans reviews for clientele and complex projects of all sizes, including municipalities similar to Fort Pierce. Our team's technical expertise, our specialized training, fleet of equipment, and wide scope of capabilities has assisted our clients in finding solutions to difficult and intricate challenges on various projects.

Our mission is to provide the City of Fort Pierce with cost-effective, efficient, and accurate Plan Review Services. Integrity is the keystone of our business relationship with all of our clients.

We understand that the selected firms must be appropriately qualified, licensed, and be an experienced vendor fully capable of providing review of building, plumbing, electrical, mechanical, and residential plans in accordance with the requirements of all applicable codes and ordinances.

Furthermore, we recognize the individuals performing these duties must possess a minimum of five years' construction industry experience, as well as valid licenses in good standing with the Department of Business and Professional Regulation.

When you work with UES, you'll be interacting with industry professionals who pride themselves on the highest level of integrity, dependability, ethics, and quality of work who are also exceptionally innovative, dynamic, and responsive. We want our clients to think of UES as an extension of their organizations and their trusted advisors.

Matthew Chaney will serve as Project Manager for this contract. He will assign personnel as projects are awarded and will oversee each project personally. Matthew will be involved in ensuring reviews are performed according to the scope of services and in developing the budget for each.

Our Port St. Lucie office has a network of support from our other Florida offices, including West Palm Beach and Rockledge. With multiple branch offices located near the city of Fort Pierce, UES is uniquely positioned to draw from a large pool of resources, skill sets, and capabilities in order to provide superior geotechnical services required under this contract.

Our Principals have thoroughly reviewed and understood this RFP, its related documents, and the anticipated scope of work. This Request for Proposal package has been made without collusion with any other person or entity submitting a proposal pursuant to this RFP. UES attests that the information provided in this RFP response is complete, current, and factual.

Our team is ready to serve as an extension of your staff, and we will represent the City of Fort Pierce in the best possible way. UES' reputation, facilities, and culture attract some of the industry's most experienced and knowledgeable professionals. Many of our staff have been with the company for 10 years or more. An unmistakable passion for excellence is ever-present, as is a camaraderie and eagerness to teach, learn, and contribute to our clients' success.

On behalf of our entire team, we would like to thank you for this opportunity, your time, and consideration. We look forward to working with the City of Fort Pierce and providing reliable plan reviews throughout this contract and beyond. If you need to contact us for any reason, please feel free to contact the undersigned.

Respectfully,
GFA International, Inc. dba Universal Engineering Sciences

Tom Montano, PE - Port St. Lucie Branch Manager
Authorized Representative/Vendor Service Representative
(772) 924-3575
tmontano@teamues.com
607 NW Commodity Cove
Port St. Lucie, FL 34986

SECTION 2

ADDENDA ACKNOWLEDGMENT

ADDENDA ACKNOWLEDGMENT

GFA International, Inc. dba Universal Engineering Sciences recognizes that - as of submission date - no addenda have been issued for this opportunity.

SECTION 3

BUSINESS REQUIREMENTS

W-9 FORM

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

GFA International, Inc.

2 Business name/disregarded entity name, if different from above.

DBA Universal Engineering Sciences

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) N/A

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3532 Maggie Blvd

6 City, state, and ZIP code

Orlando, FL 32811

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number

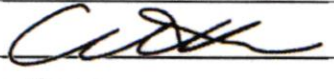
6 5 – 0 8 7 4 9 6 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here Signature of U.S. person  Date 01/02/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

BUSINESS TAX RECEIPT - PORT SAINT LUCIE

CITY OF PORT SAINT LUCIE BUSINESS TAX RECEIPT

PLEASE POST IN CONSPICIOUS PLACE OR KEEP ON PERSON

TERM: 10/01/2024 - 09/30/2025

2024 - 2025

BTR: 127198
Date Made: 7/3/2024

Business Name: UNIVERSAL ENGINEERING SCIENCES

Business Address: 607 NW COMMODITY COVE
PORT ST LUCIE, FL 34986

Business Tax Authority

Business Services:

PROFESSIONAL ENGINEERING FIRM	$134.00
	$134.00

REGISTRY - STATE OF FLORIDA

Licensee Details

Licensee Information

Name:	**GFA INTERNATIONAL, INC. (Primary Name)** **UNIVERSAL ENGINEERING SCIENCES (DBA Name)**
Main Address:	**1215 WALLACE DRIVE** **DELRAY BEACH Florida 33444**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Registry**
Rank:	**Registry**
License Number:	**4930**
Status:	**Current**
Licensure Date:	**02/12/1988**
Expires:	

SECTION 4

QUALIFICATIONS/ EXPERIENCE

ORGANIZATIONAL BACKGROUND

UNDERSTANDING OUR GROWTH

Founded in 1988, GFA International, Inc. (GFA) is a full-service Engineering and Geological consulting organization providing Building Code Inspection Services, as well as Environmental, Geotechnical, Construction Materials Testing, Threshold and Special Inspections, and Private Provider services, across a broad spectrum of industries.

In early 2020, GFA merged with Universal Engineering Sciences and additional leading engineering firms. This combination of like-minded firms - complementary in professional services, core values, and customer service-centric views - formed the UES family of companies — the largest, most experienced, resource-rich organization of its kind in the U.S.

The success of this union was based on many key factors, one of which was geographic location. UES has 18 offices strategically located to service our clients throughout the state of Florida. For over 57 years, UES has successfully built our state-wide reputation for superior service, trustworthy business management, and strict attention to health, safety and innovative engineering. Regardless of the scale of the project, UES will develop a practical approach to successfully achieve your goals – on schedule and within budget.

Beyond our personnel, UES owns and operates one of the largest fleets of specialized vehicles and drill rigs in the southeast. These resources are strategically located at our offices throughout the eastern United States and can be rapidly deployed to any location within our operational area usually the same day.

LOCAL EXPERTISE

With 19 locations throughout Florida, UES is capable of performing services for a range of clientele and locations.

Our Port St. Lucie branch - which will provide primary project management - is located at 607 NW Commodity Cove, Port St Lucie FL, 34986. The branch encompasses a staff of 74, including dedicated professionals familiar with the region's geographic conditions and state, county, and city regulations.

Our South Florida locations boast immensely qualified staff, including a Lead Special Inspector with more than three decades of experience, as well as:

- 9 Florida Registered Professional Engineers
- 7 Engineering Interns
- 3 Special Inspectors for Threshold Buildings
- 5 Florida Licensed Building Officials
- 3 ICC Master Code Professionals
- 11 Florida Licensed Plan Reviewers
- 23 Florida Licensed Building Inspectors

UES personnel are familiar with local conditions and practices within the immediate service area. Having performed myriad efforts in South Florida (including St. Lucie County) our professionals offer detailed, up-to-date knowledge of the practices needed to assist the city of Fort Pierce - and other areas within the county - on future projects.

ABILITY AND EXPERIENCE - SIMILAR SERVICES

UES is well-versed in the nuances of Florida statutory code compliance and has over 14 years of experience in providing city/county building department services. UES understands the nature and scope of the services to be provided and has the capability to comply with all terms and conditions of this RFP.

With a growing demand for construction plan review, UES has become the most reliable, cost-effective firm of choice for government extension-of-staff, focusing on assisting our clients in improving their level of service to the community while simultaneously reducing their cost of doing business.

Our staff is certified to meet all the requirements of Florida Statute Chapters 468 Part XIII, 471, 481, and 633, as well as Florida Building Code Chapters 18 and 134, and any other applicable Chapters of the city Planning and Development Department's codes and ordinances.

Our professional staff consists of multi-certified professionals valued for their experience, professional knowledge, and desire to surpass our clients' expectations.

UES understands this opportunity involves the role of a dependable, customer service driven resource, that we will be providing Plans Review services, including interfacing with members of the public who may be unfamiliar with building code terminology, interacting with city staff, and performing review of all types of construction plans (to include building, plumbing, electrical, mechanical, gas, and structural plans). We are currently providing identical as-needed plan review support for multiple municipalities, making UES uniquely qualified and experienced for this contract.

The Plans Examiner/Reviewer team will provide administration, enforcement, and interpretation of local and state codes during all phases of construction. We understand the importance of coordination with the city's staff, the city's department, and governmental agencies. We will exercise a superior level of professional judgment when resolving any issues that may arise.

UES' staff is professional in every way—our goal is to blend in seamlessly, representing the City of Fort Pierce with professional and courteous service and become an asset to the Building Department.

All staff will accept direction and instructions, while performing their responsibilities independently and in a professional manner with minimal supervision required.

Municipal Support

UES provides hundreds of municipalities throughout the United States with cost-effective and timely solutions for their professional engineering needs. As a well-established and rapidly growing firm, we deliver comprehensive and integrated services, extensive technical expertise, and a commitment to completing projects on time and within budget. UES' dedicated engineers, geologists, laboratory specialists, surveyors, drillers, project managers, safety professionals, and administrative staff are well-acquainted with the unique needs of municipalities and are eager to offer unparalleled service.

UES' QUALIFICATIONS

PLAN REVIEW

UES' Building Official will review all applications for compliance with the submittal requirements, including as-built surveys, field revisions, design professional letters, elevation designations, contractors information, as well as obtaining the other necessary agency approvals. The plans will then be routed to the appropriate UES Plans Examiner to obtain the necessary technical reviews for compliance with the Florida Building Code (FBC).

The technical review process will begin no later than one business day after the submittal of a completed application and recording of same. UES will record plan review comments in a "Comment Spreadsheet" referencing the sheet number, comment, and code reference. The comments will remain "open" until resolved by the design teams.

When requested, UES staff will meet with architects, engineers, contractors, and other permit holders, to discuss any questions or problems concerning plans reviews and inspections. UES will also assist architects/engineers, contractors, and permit holders on building permitting and inspection issues. A building permit will be issued by the UES' Building Official once he has reviewed and processed construction plans and it is determined that the permit application and supporting documents are in compliance with all governing codes. The permit holder will then be notified as to what corrections are required to the plans and documents in order to meet the FBC and other federal, state, and local laws, rules, regulations, directives, codes, and ordinances.

UNDERSTANDING OF PLAN REVIEW SCOPE

We understand that we will be providing Plan Review Services for the City of Fort Pierce on an as-needed basis.

We recognize that Plan Review duties will include:

- Examining permit documents and construction plans for compliance with Florida Building Codes and related regulations, laws and rules; and granting approvals if found in compliance with said building codes and regulations, as well as providing written comments, with applicable code sections if found not in compliance.
- Performing plan reviews with the necessary tools, equipment, cell phones and vehicles.
- Reviewing plans submitted to the City in physical printed format and/or electronic format through the City's web-based electronic plan review system.
- Performing work at the City Building Department, at the firm's location, or virtually if supported by the firm, dependent upon the work to be done. We recognize the City will process the initial intake and may offer expedited services to the customer using a contracted firm for certain tasks. All work will be done on an hourly basis and hours charged for expedited services cannot exceed the allowable number of hours for each task that would normally be incurred if City Building department staff performed the same work.
- Appointing a UES employee as the key contact for approval by the City.
- Performing plans reviews - electronic or physical - within the time limits imposed by State Statute.
- Resulting plan reviews (assigned within the City's electronic permitting system) and making all necessary comments in the City's electronic system.
- Communicating professionally, courteously, and respectfully.

PROJECT EXPERIENCE WITHIN FIVE YEARS

Client/Project	Scope/Description	Term of Agreement
Martin County, Florida	Municipal support continuing contract: plans review and building inspections	2019-present
Indian River County, Florida	Municipal support continuing contract: plans review and building inspections	2019-present
Town of Jupiter, Florida	Continuing contract for professional building inspections, plan review services and permit technicians for all town-wide construction projects	July 2019-present
City of Boynton Beach, Florida	Continuing contract for professional building inspections, plan review services and permit technicians for all town-wide construction projects	2023-present
City of West Palm Beach, Florida	Continuing contract for professional building inspections, plan review services and permit technicians for all town-wide construction projects	2023-present
Oleander Oaks	Plan review, private provider inspections for 60-home community in Fort Pierce, Florida.	May 2023-present
Lennar Homes (Bent Creek: Phases 1 and 2)	Plan review, private provider inspections for community of over 100 single-family homes. UES is currently aiding the release of the first 30+ homes (part of phase 2).	August 2022-present
LGI Homes (Celebration Pointe)	Plan review, private provider inspections for community with over 70 single- and multi-family homes. UES is currently assisting the client with the next phase.	2020-present

REQUIRED LICENSES TO PERFORM SERVICES

State of Florida
Department of State

I certify from the records of this office that GFA INTERNATIONAL, INC. is a corporation organized under the laws of the State of Florida, filed on October 20, 1998.

The document number of this corporation is P98000089761.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 19, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Nineteenth day of February, 2024

Secretary of State

Tracking Number: 1871261630CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

BUSINESS LICENSE

Licensee Details

Licensee Information

Name:	**GFA INTERNATIONAL, INC.** (Primary Name) **UNIVERSAL ENGINEERING SCIENCES** (DBA Name)
Main Address:	**1215 WALLACE DRIVE** **DELRAY BEACH Florida 33444**
County:	**PALM BEACH**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Registry**
Rank:	**Registry**
License Number:	**4930**
Status:	**Current**
Licensure Date:	**02/12/1988**
Expires:	

SUNBIZ DOCUMENTS

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Previous on List Next on List Return to List Fictitious Name Search

No Filing History Submit

Fictitious Name Detail

Fictitious Name

UNIVERSAL ENGINEERING SCIENCES

Filing Information

Registration Number	G20000159003
Status	ACTIVE
Filed Date	12/15/2020
Expiration Date	12/31/2025
Current Owners	1
County	MULTIPLE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

1215 WALLACE DRIVE
DELRAY, FL 33444

Owner Information

GFA INTERNATIONAL, INC.
1215 WALLACE DRIVE
DELRAY, FL 33444
FEI/EIN Number: 65-0874962
Document Number: P98000089761

Document Images

12/15/2020 -- Fictitious Name Filing View image in PDF format

2024 FLORIDA PROFIT CORPORATION AMENDED ANNUAL REPORT

FILED
Sep 24, 2024
Secretary of State
1084706705CC

DOCUMENT# P98000089761

Entity Name: GFA INTERNATIONAL, INC.

Current Principal Place of Business:

4205 VINELAND ROAD
SUITE L1
ORLANDO, FL 32811

Current Mailing Address:

4205 VINELAND ROAD
SUITE L1
ORLANDO, FL 32811 US

FEI Number: 65-0874962

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

COGENCY GLOBAL INC.
115 NORTH CALHOUN ST., SUITE 4
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT
Name	MERRICK, TRAVIS
Address	1215 WALLACE DRIVE
City-State-Zip:	DELRAY BEACH FL 33444

Title	VP
Name	DANFORTH, PAUL
Address	1215 WALLACE DRIVE
City-State-Zip:	DELRAY BEACH FL 33444

Title	TREASURER
Name	LAUREN, HARJU
Address	1215 WALLACE DR.
City-State-Zip:	DELRAY BEACH FL 33444

Title	SECRETARY
Name	BUTTERFIELD, BENJAMIN
Address	1215 WALLACE DR.
City-State-Zip:	DELRAY BEACH FL 33444

Title	VP
Name	KAUB, FREDERICK
Address	1215 WALLACE DR.
City-State-Zip:	DELRAY BEACH FL 33444

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BENJAMIN BUTTERFIELD SECRETARY 09/24/2024

Electronic Signature of Signing Officer/Director Detail — Date

STAFF LICENSES

Tom Montano, PE

Licensee Information

Name:	MONTANO, THOMAS DOMINIC (Primary Name)
Main Address:	6087 DIMOND STREET JUPITER Florida 33458
County:	PALM BEACH

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	84146
Status:	Current,Active
Licensure Date:	12/16/2017
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	08/01/2016

Matthew Chaney, BN

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER: BN7342 — EXPIRATION DATE: NOVEMBER 30, 2025

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
BLDG

CHANEY, MATTHEW RICHMOND
195 RIVER GROVE WAY
WEST PALM BEACH FL 33407

ISSUED: 12/04/2023

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Juan Hernandez, PE

Ron DeSantis, Governor — Melanie S. Griffin,Secretary — FBPE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HERNANDEZ, JUAN CARLOS
1924 NW FEDERAL HWY.
APT. 2302
STUART FL 34994

LICENSE NUMBER: PE58638
EXPIRATION DATE: FEBRUARY 28, 2025
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Robert Bentz, BN, PX

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
ELEC

BENTZ, ROBERT JAMES
12599 SE OLD CYPRESS DRIVE
HOBE SOUND FL 33455

LICENSE NUMBER: BN8031
EXPIRATION DATE: NOVEMBER 30, 2025
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Licensee Information

Name:	BENTZ, ROBERT JAMES (Primary Name)
Main Address:	12599 SE OLD CYPRESS DRIVE HOBE SOUND Florida 33455
County:	MARTIN

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4495
Status:	Current,Active
Licensure Date:	08/03/2020
Expires:	11/30/2025

Timothy Rowe, BN

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
GELEC MECH BLDG

ROWE, TIMOTHY PATRICK
13840 158TH STREET NORTH
JUPITER FL 33478

LICENSE NUMBER: BN4350
EXPIRATION DATE: NOVEMBER 30, 2025
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ISSUED: 11/22/2023

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Lambert "Allen" Hazellief, BN, PX, HI

LICENSEE DETAILS 3:00:09 PM 1/8/2025

Licensee Information

Name:	HAZELLIEF, LAMBERT ALLEN JR (Primary Name)
Main Address:	7175 NE 7TH ST OKEECHOBEE Florida 34974
County:	OKEECHOBEE

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN7593
Status:	Current,Active
Licensure Date:	01/04/2019
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	01/04/2019
Electrical Inspector	06/04/2024

LICENSEE DETAILS 2:58:53 PM 1/8/2025

Licensee Information

Name:	HAZELLIEF, LAMBERT ALLEN JR (Primary Name)
Main Address:	7175 NE 7TH ST OKEECHOBEE Florida 34974
County:	OKEECHOBEE

License Information

License Type:	Home Inspector
Rank:	Home Insp
License Number:	HI9895
Status:	Current,Active
Licensure Date:	10/04/2016
Expires:	07/31/2026

LICENSEE DETAILS 2:59:31 PM 1/8/2025

Licensee Information

Name:	HAZELLIEF, LAMBERT ALLEN JR (Primary Name)
Main Address:	7175 NE 7TH ST OKEECHOBEE Florida 34974
County:	OKEECHOBEE

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX5036
Status:	Current,Active
Licensure Date:	10/16/2023
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	10/16/2023

Jeff Sheffield, BN, SRI

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
RESI

SHEFFIELD, JEFFREY
2370 SW 22ND CIR E
OKEECHOBEE FL 34974

LICENSE NUMBER: BN8553
EXPIRATION DATE: NOVEMBER 30, 2025

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ISSUED: 12/12/2023

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LICENSEE DETAILS 2:55:28 PM 1/8/2025

Licensee Information

Name:	SHEFFIELD, JEFFREY (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Roofing Inspector (SRI)
Rank:	Std roofing Ins
License Number:	SRI197
Status:	Current,Active
Licensure Date:	01/11/2023
Expires:	11/30/2025

Luis A. Martinez, BN, BU, PX

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER: BN369 EXPIRATION DATE: NOVEMBER 30, 2025

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
RESI, BLDG

MARTINEZ, LUIS ALFREDO
8306 QUITO PLACE
WELLINGTON FL 33414

ISSUED: 01/23/2024

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LICENSEE DETAILS 3:09:35 PM 1/8/2025

Licensee Information

Name:	MARTINEZ, LUIS ALFREDO (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1233
Status:	Current,Active
Licensure Date:	10/16/2001
Expires:	11/30/2025

LICENSEE DETAILS 3:09:13 PM 1/8/2025

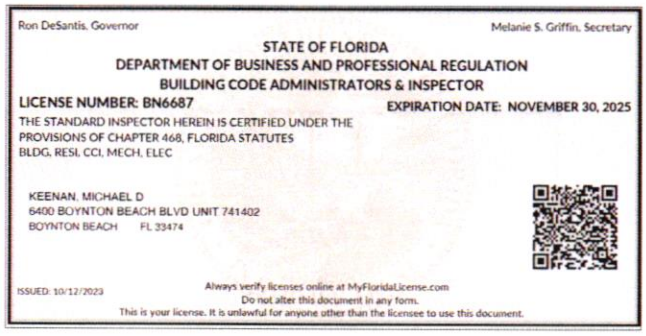
Licensee Information

Name:	MARTINEZ, LUIS ALFREDO (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX881
Status:	Current,Active
Licensure Date:	04/24/1995
Expires:	11/30/2025

Michael Keenan, BN, PX, RPX



Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER: BN6687 — EXPIRATION DATE: NOVEMBER 30, 2025

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
BLDG, RESI, CCI, MECH, ELEC

KEENAN, MICHAEL D
6400 BOYNTON BEACH BLVD UNIT 741402
BOYNTON BEACH FL 33474

ISSUED: 10/12/2023

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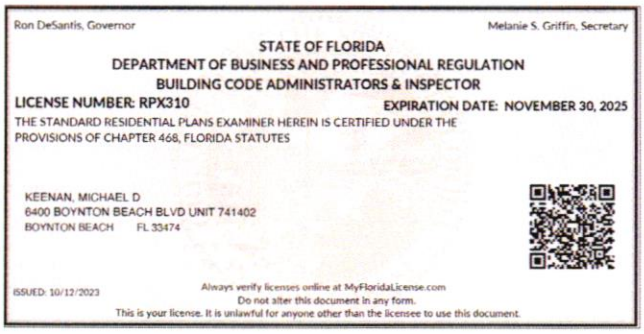

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER: RPX310 — EXPIRATION DATE: NOVEMBER 30, 2025

THE STANDARD RESIDENTIAL PLANS EXAMINER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

KEENAN, MICHAEL D
6400 BOYNTON BEACH BLVD UNIT 741402
BOYNTON BEACH FL 33474

ISSUED: 10/12/2023

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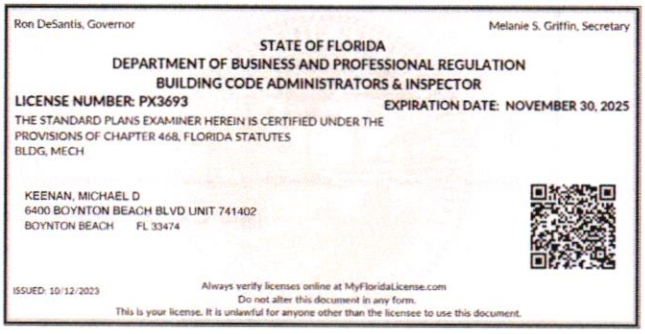

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER: PX3693 — EXPIRATION DATE: NOVEMBER 30, 2025

THE STANDARD PLANS EXAMINER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
BLDG, MECH

KEENAN, MICHAEL D
6400 BOYNTON BEACH BLVD UNIT 741402
BOYNTON BEACH FL 33474

ISSUED: 10/12/2023

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SECTION 5

REFERENCES

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

REFERENCES

RFP NO. 2025-012
ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

Proposers shall submit as a part of the bid package, two (2) Customer references with name of the customer, address, contact person, and telephone number.

Name	Town of Jupiter	**Name**	Indian River County - Building Div
Contact:	Roger Held - Building Official	**Contact:**	Scott McAdam - Building Official
Address:	210 Military Trail	**Address:**	1801 27th Street Bldg A
	Jupiter, FL 33458		Vero Beach, FL 32960
Telephone:	561-741-2669	**Telephone:**	772-226-1268
Email:	rogerh@jupiter.fl.us	**Email:**	smcadam@ircgov.com
Name	Martin County - Building Dept		
Contact:	Andrew Bruhn - Assistant Bldg Official		
Address:	2401 Southeast Monterey Rd		
	Stuart, FL 34996		
Telephone:	772-320-3070		
Email:	abruhn@martin.fl.us		

SECTION 6

COST PROPOSAL

PROPOSAL PRICING FORM
RFP NO. 2025-012 ~ ANNUAL CONTRACT FOR PLAN REVIEW SERVICES

The following proposal(s) is submitted on behalf of: GFA International, Inc. dba Universal Engineering Sciences for the requested services, in accordance with the agreements and specifications contained in RFP No. 2025-012.

We have carefully examined that this proposal package and understand the provisions, terms, and conditions concerning the equipment, materials, supplies or services as called for. With full knowledge and understanding of the requirements in the Proposal Package, We hereby agree to furnish and deliver services as indicated at the prices quoted herein as follows:

NOTE: All price columns must be completed. Where indicated, provide pricing for demolition including the removal of slabs (including slabs) and pricing in instances where slabs remain and are not removed (excluding slabs).

ITEM	DESCRIPTION	HOURLY RATE	
1	• Perform plan review services. • Per Inspector: Approximately 8 hours per day, 37.5- 40 hours per week. • Full-Time Plan Reviewer	**BLDG, M,E, or P**	$ 95.00 **per hour**
		1 + 2 Family	$ 95.00 **per hour**
		Multi	$ 95.00 **per hour**
2	• Perform plan review services. • Per Plan reviewer: In excess of 40 hours per week.		$ 95.00 **per hour**
		1 + 2 Family	$ 95.00 **per hour**
			$ 95.00 **per hour**
3	• Perform plan review services. • Per Plan Reviewer: 4 hours per day, 18 – 22 hours per week. • Part time plan reviewer		$ 95.00 **per hour**
		1 + 2 Family	$ 95.00 **per hour**
			$ 95.00 **per hour**
4	• Perform plan review services. • Pre Plan Reviewer On an needed basis • As needed Plan Review	**1 + 2 Family**	$ 95.00 **per hour** $ 95.00 **per hour**

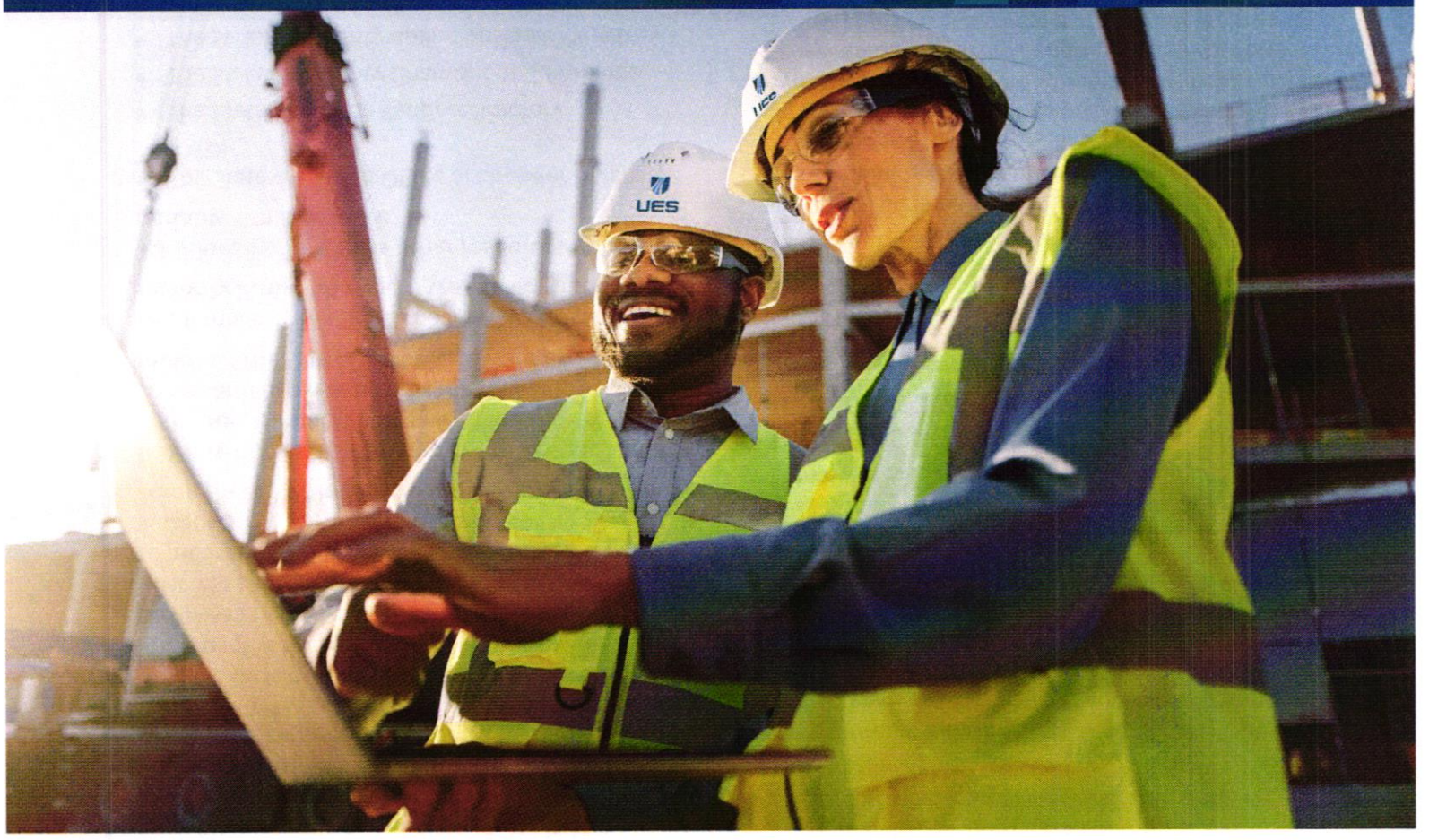
SECTION 7
ADDITIONAL DATA

CITY OF FORT PIERCE PROPOSER'S 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 Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	X	
Include proof of proper licensing as stated in proposal documents.	X	
Include proof of proper insurance as stated in proposal documents.	X	
Did you include a list of all materials and equipment to be used in providing the service?	X	
Is Drug-Free Workplace form signed and enclosed?	X	
Proposal envelope is marked accordingly *GFA International, Inc. dba Universal Engineering Sciences will use electronic submission		X*
Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals?		X*
Disregard, if you are going to utilize the electronic submission option.	X	
Is each Addendum (when issued) signed and included?	X	

PLEASE SIGN AND RETURN WITH PROPOSAL _____



MINORITY PARTICIPATION AND OUTREACH PROGRAM

GFA International, Inc. dba Universal Engineering Sciences is not a Minority Business Enterprise or DBE/SBE/MBE company.

However, we recognize the importance of minority and local business participation in procurement and completion of projects for the City of Fort Pierce. We strive to include these types of businesses on all projects whenever applicable.

UES' PROGRAMS AND POLICIES: MINORITY AND NON-DISCRIMINATION

UES is committed to the principles of equal employment opportunities (EEO) for all our team members and applicants. UES does not discriminate against any team member or applicant because of race, creed, color, amnesty, ancestry, citizenship status, religion, gender, sexual orientation, gender identity/expression, national origin, mental or physical disability, age, genetic information, cultural hairstyles, AIDS/HIV status, veteran status, marital status, pregnancy, or related condition (including breastfeeding), or any other characteristic protected by applicable federal, state, or local law, ordinance, or regulation.

UES complies with applicable national, state, and local laws pertaining to nondiscrimination and equal opportunity. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

DIVERSITY IN STAFF

As more and more people of different ethnic backgrounds, cultures, religions, ages, physical and mental abilities join the workforce, companies must find ways to incorporate these diverse groups into their organizations. UES is no exception as we recognize that diversity is vital to our success.

The diversity among UES' employees enriches our company with creativity, ideas, different abilities, experiences, and personalities—all contributing to our culture. UES' commitment to developing

employee diversity also allows the business to function competitively with our customers, suppliers, and subcontractors.

HARASSMENT-FREE WORKPLACE

UES has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, race, religion, color, national origin, gender, sex, sexual orientation (including transgender status, gender identity or expression), physical or mental disability, genetic information, marital status, AIDS/HIV status, military service, veteran status, political affiliations, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, team members, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

To further support this policy, UES may require team members to complete harassment training on a regular and ongoing basis.

STRATEGY FOR PROMOTING MINORITY PARTICIPATION ON THIS CONTRACT

UES recognizes the importance, intention, and value of small business programs. Having performed engineering services for over six decades throughout Florida, we are aware of municipalities' goals to include minority firms in procurement. We proactively seek M/WBEs (Minority and Women Business Enterprises), DBEs (Disadvantaged Business Enterprises), and VBEs with the intent to incorporate them into our projects to further support diversity in business and contribute to our community and local economy.

UES has 19 offices throughout Florida, each staffed with professionals familiar with the regulations, codes, and business landscapes specific to their regions. (The City of Fort Pierce is no exception.)

Our familiarity includes knowledge of established minority firms with whom we can contract.

Additionally, we access other resources to locate minority firms, such as:

- The State of Florida Office of Supplier Diversity (OSD)
- The State of Florida Vendor Directory
- The St. Lucie County Chamber of Commerce
- The St. Lucie County online business directory
- weVENTURE online directory, a no-cost, searchable online database of women-owned businesses published by Florida Technological University (available to Brevard, Indian River, and St. Lucie counties)
- Local professional services and trade organizations such as the American Institute of Architects (AIA), American Society of Civil Engineers (ASCE), etc.

These resources assist us with identifying certifiable firms, and assessing their ability to be pre-qualified and perform work in their area of expertise.

When utilizing diverse subconsultants, we ensure compliance with project/contract requirements in subcontracting by engaging the following measures:

- obtaining and analyzing proposed MWBE, DBE, and veteran participation during procurement
- verifying MWBE, DBE, and veteran certifications, performing pre-award bid analysis, and post-award compliance reviews
- conducting on-site/field monitoring on projects where there is MWBE, DBE, and veteran participation to determine any concerns and to
- ensuring the MWBE, DBE, and veteran businesses listed are actually working and providing the specified service
- monitoring MWBE, DBE, and veteran business utilization on each project where a goal has been established
- resolving any concerns client(s) may have regarding MWBE, DBE, and veteran business matters on a contract

REALISTIC GOAL FOR MINORITY PARTICIPATION ON THIS CONTRACT

Diversity is a concept UES fully embraces, supports, and encourages. We have collaborated with Thomas Geotechnical Services - a consulting firm which provides special inspections, among other services - on previous occasions.

Should there be opportunities for M/WBE participation in this contract, we commit to abiding by the minority participation requirements to the best of our ability. UES may also consider utilizing Thomas Geotechnical Services for administrative tasks related to deliverable reporting as part of the city of Fort Pierce's plans review contract, if such an opportunity presents itself.

REFERENCES REGARDING UTILIZATION OF MWBE FIRMS ON PREVIOUS PROJECTS

UES' Port St. Lucie office has partnered with Thomas Engineering Group on numerous occasions. Please see statement below regarding our various partnerships, and project examples on the following page.

THOMAS GEOTECHNICAL SERVICES
GEOTECHNICAL • TESTING • INSPECTIONS

January 20, 2025

City of Fort Pierce
100 N U.S. Highway 1
Fort Pierce, FL 34950
Phone: 772-467-3000

To whom it may concern:

Thomas Geotechnical Services (TGS) is proud to have partnered with Universal Engineering Services (UES) several successful projects, serving as a MWBE partner and contributing exceptional expertise in geotechnical engineering, construction materials testing, and inspection services to key initiatives.

A notable example of this collaboration is the ongoing Continuing Contract for Palm Beach County's Construction Materials Testing, Geotechnical, and Inspection services.

UES works with TGS as a trusted sub-consultant, and their expertise has been instrumental in delivering high-quality solutions in geotechnical engineering, construction materials testing, and inspection services to meet the needs of various entities. We greatly value the strong partnership we have developed through these endeavors.

We appreciate the opportunity to provide you with our geotechnical services. If you have any questions or need further assistance, please call our office at 561-429-3246.

Respectfully submitted,

TGS

1/20/2025

Francois Thomas, P.E.
Principal Engineer/President
Florida Reg. No. 56381

4457 Purdy Lane, Suite A • West Palm Beach, Florida 33407
Phone: 561-429-3246
State of Florida Professional Engineers License # 34141
MBE-SBE-CBE-DBE-FDOT Approved

UTILIZATION OF MWBE FIRMS ON PREVIOUS PROJECTS

UES is currently serving as Prime Consultant for an annual (continuing engineering services) contract for minor construction with Palm Beach County, Florida.

Within that contract, we are engaging Thomas Geotechnical Services as a subconsultant on several efforts, including those noted below.

Project Example #1	
Name of Project	A1A Drainage Improvement
Description of Work	UES is contracted by Palm Beach County, Florida to perform construction materials testing for a roadway drainage improvement construction effort.
M/WBE Firm	Thomas Geotechnical Services Francois Thomas, PE - Principal Engineer/President 561.429.3246 4457 Purdy Lane Suite A West Palm Beach, FL 33407

Project Example #2	
Name of Project	Lake Ida Road & Hagen Ranch Road Intersection Improvements
Description of Work	UES is contracted by Palm Beach County, Florida to perform construction materials testing for intersection improvements.
M/WBE Firm	Thomas Geotechnical Services Francois Thomas, PE - Principal Engineer/President 561.429.3246 4457 Purdy Lane Suite A West Palm Beach, FL 33407

Project Example #3	
Name of Project	Caloosa Park Racquetball Court
Description of Work	UES is contracted by Palm Beach County, Florida to perform construction materials testing construction of new racquetball courts at the 64.5 acre park in Boynton Beach. UES is performing this scope of work for the County's Capital Improvements Division. The project is ongoing and estimated to be complete in February 2025.
M/WBE Firm	Thomas Geotechnical Services Francois Thomas, PE - Principal Engineer/President 561.429.3246 4457 Purdy Lane Suite A West Palm Beach, FL 33407

EVIDENCE OF INSURANCE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/10/2025

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

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

PRODUCER	CONTACT NAME: Greyling COI Specialist
Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	PHONE (A/C, No, Ext): 770.670.5324 FAX (A/C, No): 770.670.5324 E-MAIL ADDRESS: greylingcerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Endurance American Specialty Ins Co	41718
INSURER B : Greenwich Insurance Company	22322
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	
GFA International, Inc., DBA Universal Engineering Sciences 1215 Wallace Dr. Delray Beach FL 33444	UNIVENG

COVERAGES **CERTIFICATE NUMBER:** 507846408 **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	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	RGC3002099	5/1/2024	5/1/2025	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [X] LOC						GENERAL AGGREGATE	$ 4,000,000
	[ ] OTHER:						PRODUCTS - COMP/OP AGG	$ 4,000,000
							Employee Benefits	$ 1,000,000
B	AUTOMOBILE LIABILITY	Y	Y	RAC9438325	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
A	X ANY AUTO			EXT30030240901	5/1/2024	5/1/2025	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Excess Auto	$ 2,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	RWC3002100	5/1/2024	5/1/2025	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N / A						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Re: RFP #2025-012 Annual Contract for Plan Review Services.
City of Fort Pierce and its members, officials, officers and employees are named as Additional Insureds with respects to General Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER

City of Fort Pierce
Attn: Purchasing Department
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gregg Bradstreet

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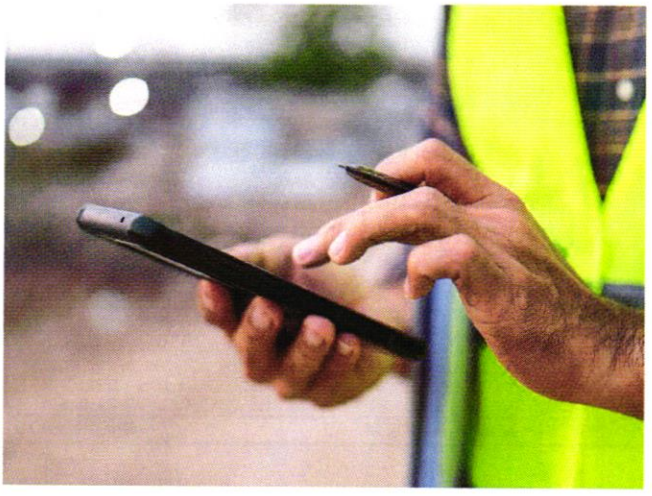
ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

EQUIPMENT/RESOURCES TO BE USED IN PROVIDING SERVICES

UES is known for developing innovative solutions to complex building code compliance challenges. We utilize advanced technologies, including cloud-based software and real-time data sharing, to streamline plan reviews and inspections, reducing delays and improving accuracy. Our collaborative approach with stakeholders enables us to anticipate potential issues early, allowing for more effective problem-solving and reducing project risks.

TECHNOLOGICAL CAPABILITY

Our inspectors, plan reviewers, and building officials are all equipped with late-model vehicles (including a mobile computing solution outfitted with the latest hardware and software upgrades). This preparedness approach - and these resources - provide our team with enhanced communication abilities.



The mobile system allows inspectors to provide real-time inspection results and other documents in the field. Additionally, every employee is equipped with a smartphone.

Contact numbers are shared with our municipal partners and customers.

At the firm level, UES relies upon a licensed, proprietary, and comprehensive software system to successfully manage our daily operations and all aspects of a project.

At the top level, our company utilizes Microsoft Windows 10 on all PCs in conjunction with Office 365, Sophos Cyber Security, Fortinet Firewall and Ransomware, a secured VPN, and GoToMeeting.

However, at the center of our operations lies Deltek Vision. Vision is an established industry standard used extensively throughout the A/E/C community.

This software is our primary database capturing every project detail, such as the scope of work, duration, sub-consultants used, and direct personnel.

The system also houses all client-based information and allows for detailed report generation.

Another essential function of Vision is billing. The bookkeeping capabilities of this component are made possible due to the massive amount of captured project and client information.

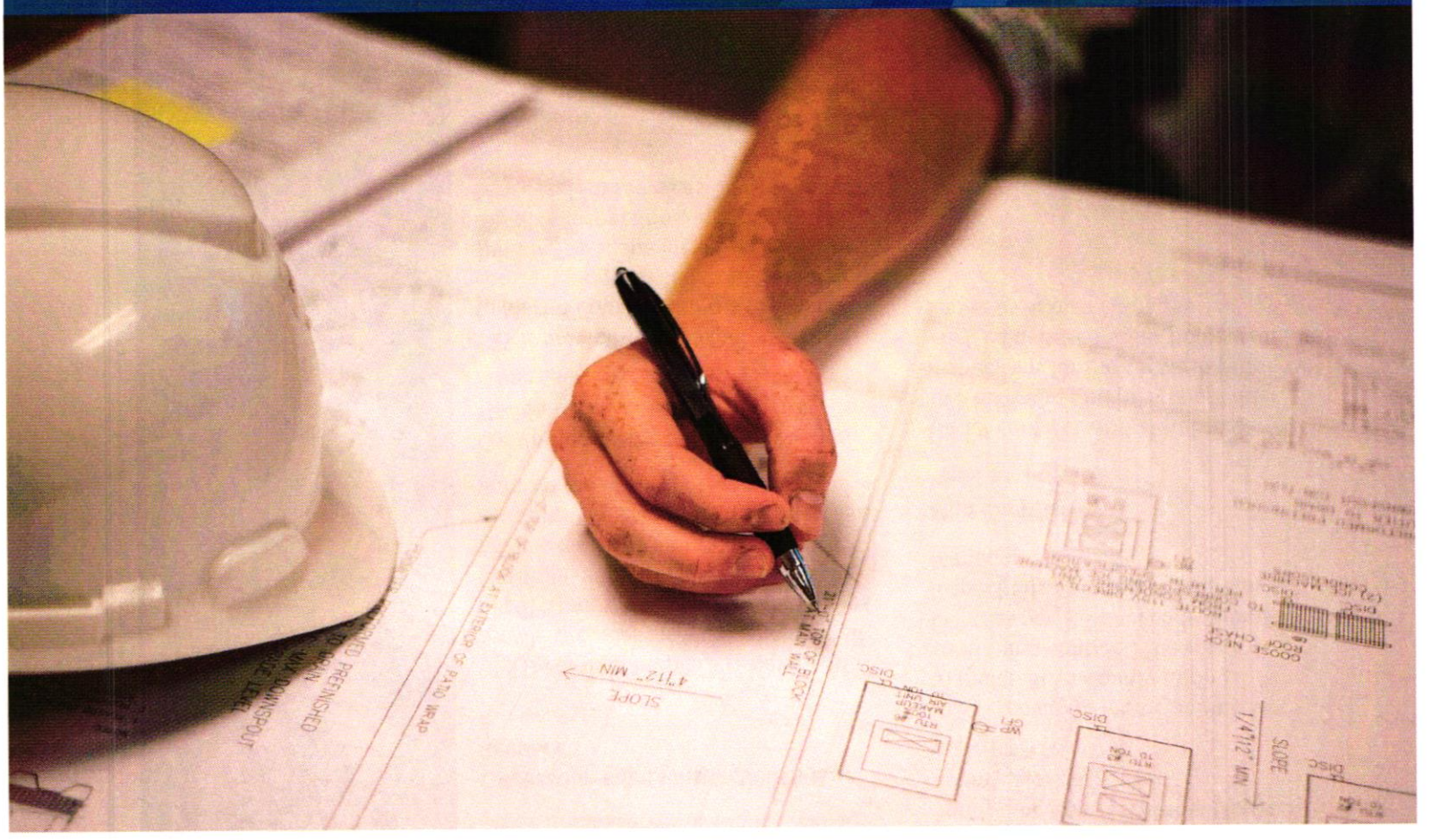
UES employs a full-time Application Business Analyst and Software Developer to ensure that all of these systems work seamlessly together.

This entire process begins and ends with the client—a fact that every UES employee involved in the process understands. We strive to deliver fast, accurate results.

ADEQUACY OF RESOURCES

Our staff has the necessary training, education, tools, and equipment to perform the services under this contract, including (but not limited to) professional, logoed uniforms.

UES' professional staff consists of state-licensed plan examiners, engineers and architects, and certified inspectors and building officials. Our Building Inspection Department (BID) staff of qualified professionals and plans reviewers can quickly become an extension of your team by seamlessly integrating themselves into your workflow.



The City may rely on our committed plan review staff (remote and onsite) to increase permitting and construction manageability and to handle the complexities of code compliance.

In this era of evolving state-wide Florida Building Codes, it is critical to have plan reviewers knowledgeable about the latest regulatory statutes.

Our team's experience and ability to respond to needs of contractors, citizens, architects and engineers and resources results in much more fiscally-lean and efficient tasks.

Our robust staff includes:

- Professional engineers and architects
- Building officials/building code administrators
- Fire safety inspectors
- Licensed plans examiners and inspectors

PROJECT MANAGEMENT AND PLANNING STRATEGIES

- **Continuous Communication and Progress Tracking:** UES will maintain open communication with the City, providing weekly progress reports and holding monthly status meetings. This approach ensures all tasks are tracked effectively and any issues are addressed proactively.
- **Quality Control and Quality Assurance:** UES employs a rigorous QA/QC process, with senior inspectors and plan reviewers overseeing work to ensure accuracy and code compliance on every project.
- **Resource Flexibility and Backup Support:** UES' nationwide network provides Fort Pierce with access to additional resources if needed, ensuring uninterrupted service. Our team's flexibility allows us to accommodate unexpected needs, such as project surges or expedited plan review requests.

STAFF RESUMES

Education

BS, Civil Engineering, Rensselear Polytechnic Institute

Years of Experience

13

Licenses

- Professional Engineer - FL #84146

Tom Montano, PE

Branch Manager

Tom has over 13 years of experience in the construction industry. As UES' Port St. Lucie Branch Manager, Tom is responsible for overseeing his staff and all the work that is performed from the branch office. He is involved in all aspects of the business, including client relations, project management, scheduling, and training. Tom's project management experience includes educational facilities, industrial facilities, port, aviation, commercial facilities, multi-story condominiums, and infrastructure projects.

PROJECT EXPERIENCE

Bent Creek Inspections/Plan Reviews
Fort Pierce, FL

UES is conducting plans reviews and private provider inspections on behalf of Lennar Homes; the community includes over 100 units. The team is currently aiding the release of more than 30 homes as a part of development phase 2. Tom serves as Branch Manager.

Celebration Pointe Inspections/Plan Reviews
Fort Pierce, FL

UES is conducting plans reviews and private provider inspections on behalf of LGI Homes; the community includes 70 single- and multi-family units. The team is currently aiding LGI with the next phase of the project. Tom serves as Branch Manager.

Continuing Contract - Martin County, Florida
Martin County, FL

UES is providing municipal support to Martin County during a continuing contract piggybacked from the Town of Jupiter. The scope includes professional building inspections, and plan review services. Tom serves as Branch Manager.

Continuing Contract - Town of Jupiter, Florida
Jupiter, FL

UES is providing professional building inspections, plan review services, and permit technicians for all town construction projects. Tom serves as Branch Manager.

Continuing Contract - Indian River County, Florida
Indian River County, FL

UES is providing municipal support to Indian River County during a continuing contract. The scope includes professional code compliance inspections. Tom serves as Branch Manager.

Mint Car Wash
West Palm Beach, FL

Under contract with Mint Eco Car Wash, UES is conducting private provider inspections for the car wash property at 1890 Palm Beach Lakes Boulevard. Tom serves as Branch Manager.

Matthew R. Chaney, BN

Inspections Department Manager

Mr. Chaney is a licensed Standard Inspector with eight years of experience, including four with UES. He currently manages the Building Inspections Department for UES' Port St. Lucie location. In this capacity, he oversees inspection teams and all inspections performed by the branch. In addition to his expertise in Building Inspections, Matthew is knowledgeable in geotechnical and structural engineering.

Education

BS, Civil Engineering, Florida Atlantic University

Years of Experience

8

Licenses

- Standard Inspector - BN #7342

PROJECT EXPERIENCE

FPL Corporate Office
Palm Beach Gardens, FL

A six story, 270,000 square foot office building with Monitoring w a three story parking garage on a 38 acre site. Our scope of services included Threshold Inspections and Construction Material Testing.

5000 N. Ocean
North Palm Beach, FL

As an Inspector for the construction of a 20-story condominium, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, red iron, and all other interior nonstructural inspections.

Alta Delray
Delray Beach, FL

As an Inspector for the new construction of seven four-story apartment buildings, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, wood frame, precast concrete, and all other interior nonstructural inspections.

The Waterclub
North Palm Beach, FL

As an Inspector for the new construction of two, 23-story condominiums, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, red iron, and all other interior nonstructural inspections.

Watercrest
Parkland, FL

As an Inspector the new construction of 458 one- and two-story single family homes, Matthew was responsible for performing special inspections including reinforcement of slab on grade, unit masonry, roof and wall sheathing, and truss engineering.

PGCC
Parkland, FL

As an Inspector for the new construction of 386 one- and two-story single family homes, Matthew was responsible for performing special inspections including reinforcement of slab on grade, unit masonry, roof and wall sheathing, and truss engineering.

3550 S. Ocean
South Palm Beach, FL

As an Inspector for the new construction a five-story condominium, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, red iron, and all other interior nonstructural inspections.

Juan C. Hernandez, PE

Mechanical Inspector

Mr. Hernandez is a State of Florida registered professional engineer who specializes in Mechanical Engineering. Juan has over 30 years of experience in mechanical engineering, and serves in the code compliance division of UES' Port St. Lucie location. He performs mechanical inspections for residential and commercial buildings to ensure compliance with applicable codes.

Years of Experience

30

Licenses

- Professional Engineer - FL #52659

PROJECT EXPERIENCE

Town of Jupiter - Plan Review, Inspections, and Permit Technicians (Continuing Contract)
Jupiter, FL

Under UES' continuing contract with the Town of Jupiter to provide professional building inspections, plan review services and Permit Technicians for all town construction projects,
Mr. Hernandez provides mechanical inspections on various residential and commercial structures on an as-needed basis.

City of Fort Pierce - Plan Review and Inspections (Continuing Contract)
Fort Pierce, FL

Mr. Hernandez serves as Mechanical Inspector for UES' continuing contract with the Town of Jupiter to provide professional building inspections, plan review services and Permit Technicians for all citywide construction projects. He provides mechanical inspections on various residential and commercial structures on an as-needed basis.

Village of Indiantown Building Code Administration (Continuing Contract)
Village of Indiantown, FL

UES has a continuing contract with the Village of Indiantown to provide complete Building Code Administration services. Specific services include Building Official, permitting and plan review, and building code inspections for all construction projects within the Village. Mr. Hernandez provides mechanical inspections on various residential and commercial structures as needed.

Timothy Rowe, BN

Special Inspector

Timothy Rowe is a Florida-licensed Standard Inspector with 40 years of experience in general contracting, electrical and the mechanical industry. He is adept in handling the complexities of code compliance in a professional manner, with areas of expertise including quality assurance, building inspection, mechanical inspection, project management, and plans examination.

Years of Experience

40

Licenses

- Standard Inspector - FL #BN4350

PROJECT EXPERIENCE

Villa Vizcaya Apartment Garages

Port St. Lucie, FL

The Villa Vizcaya Apartment Garages contract is ongoing. UES is providing plan reviews for garage structures at the Villa Vizcaya community. Tim serves as a plans reviewer.

Villa Vizcaya Apartments

Port St. Lucie, FL

The Villa Vizcaya Apartments project consisted of 30 two-story apartment buildings. Tim has been involved in the post-tension slab inspections and wood frame buildings. Additionally he performed numerous electrical and mechanical inspections.

Lake Park Industrial

Lake Park, FL

Tim performed all structural inspections for this160,000 SF industrial building. The project was built by Miller Construction Company and involved tunnel form construction.

Westgate Art Storage

West Palm Beach, FL

Tim performed many structural inspections including masonry, steel construction, and conventional steel decks for this 50,000 SF art storage facility built by the Brickel Group.

PRIOR EXPERIENCE

Town of Jupiter

Jupiter, FL

Timothy was the Building Inspector for the Town of Jupiter. His responsibilities included building inspections to ensure compliance with the Town's codes and regulations.

Jeffrey Sheffield, BN

Inspector

Jeffrey serves UES' Port St. Lucie location as an Inspector with 28 years of construction experience. He is a licensed Standard Inspector and Certified Building Contractor. His expertise includes robust knowledge of local building codes as well as residential construction.

Years of Experience

28

Licenses

- Standard Inspector - BN8553
- Certified Building Contractor - CBC1253465
- Certified Roofing Contractor - CCC1330294

PROJECT EXPERIENCE

Surf's Edge at Indian River Shores
Indian River Shores, FL

As consultant to Lutgert Vero, LLC, GFA/UES has been contracted to provide construction materials testing for a three-story condominium. Jeffrey serves as a Building Inspector.

Bent Creek
Fort Pierce, FL

As consultant to Lennar Palm Atlantic Division, GFA/UES has been contracted to conduct private provider inspections for a subdivision. Jeffrey serves as a Building Inspector.

Blue Sky - Threshold
Fort Pierce, FL

As consultant to Blue McNeilOne, LLC, GFA/UES has been contracted to conduct threshold inspections. Jeffrey serves as a Building Inspector.

Jupiter Medical Center Emergency Department Expansion
Jupiter, FL

GFA/UES has been contracted to conduct threshold inspections for an emergency department expansion, for Jupiter Medical Center. Jeffrey serves as a Building Inspector.

Bridgewater Estate
Jupiter, FL

GFA/UES is performing roofing inspections (as part of facilities condition assessments) for the Bridgewater Estate subdivision. Assessments and inspections are occurring for Pulte Homes. Jeffrey serves as a Building Inspector.

Jupiter Medical Surgical Institute Expansion
Jupiter, FL

GFA/UES has been contracted to conduct materials testing for Jupiter Medical Center's expansion of an existing medical surgical institute. Jeffrey serves as a Building Inspector.

Celebration Pointe
Fort Pierce, FL

GFA/UES has been contracted to conduct blower door testing for homes within a Fort Pierce subdivision. Work is occurring for LGI Homes of Florida. Jeffrey serves as a Building Inspector.

Lambert (Allen) Hazellief, BN, PX, HI

Building Inspector

With seven years of experience (including Florida licensure as a Home Inspector, Standard Inspector, and Plans Examiner) Allen serves UES Port St. Lucie as a Building Inspector. His expertise includes building codes, regulations, inspections, and plans reviews for residential and commercial projects. He also has experience conducting safe structure and site inspections.

Education

AAS, Renewable Generation -Instrumentation and Control, Bismarck State University

Years of Experience

7

Licenses

- Standard Inspector - FL #BN7593
- Standard Plans Examiner - FL #PX5036
- Home Inspector - FL #HI9895

PROJECT EXPERIENCE

Flowing Well Community - Brighton Seminole Reservation

Okeechobee, FL

Allen completed inspections for new construction of a residential community including 70 homes.

Lakeland Community Center - Lakeland Seminole Reservation

Lakeland, FL

Allen performed inspections for new construction of an administration building and gymnasium.

Lakeland Community - Lakeland Seminole Reservation

Lakeland, FL

Allen performed inspections for new construction of a residential community including 149 homes.

Tampa Hard Rock Casino - Seminole Hard Rock Casino

Tampa, FL

Allen conducted inspections for new construction of a 14-story hotel and parking structure, as well as casino renovations.

Brighton Casino and Hotel - Brighton Seminole Reservation

Okeechobee, FL

Allen completed inspections for new construction of a casino and four-story hotel.

Brighton Ahfachkee School - Brighton Seminole Reservation

Okeechobee, FL

Allen performed inspections for new construction of a cultural center, school buildings, library, and boys and girls' club.

Senior Center - Big Cypress Seminole Reservation

Clewiston, FL

Allen conducted inspections for new construction of a senior center facility on the reservation.

Preschool - Big Cypress Seminole Reservation

Clewiston, FL

Allen conducted inspections for new construction of a preschool on the reservation.

Robert J. Bentz, BN, PX

Electrical Inspector

Robert's industry experience includes over 45 years in electrical construction. He is a licensed Electrical Contractor, and previous owner of an electrical construction firm specializing in residential, multi-family, commercial and Industrial efforts. His expertise includes installing high voltage electrical equipment and distribution components. In addition to Robert's electrical expertise, he holds designations as a Standard Inspector and a Plans Examiner.

Years of Experience

45

Licenses & Certifications

- Standard Inspector - BN8031
- Plans Examiner (Electrical) - PX4495
- Electrical Contractor - EC13006616

PROJECT EXPERIENCE

Bent Creek - Private Provider Inspections
Fort Pierce, FL

As consultant to Lennar Palm Atlantic Division, UES is conducting private provider inspections in the Bent Creek subdivision. Robert serves as Electrical Inspector.

Celebration Pointe - Private Provider Inspections & Plan Review
Fort Pierce, FL

As consultant to Lennar Palm Atlantic Division, UES is conducting private provider inspections and plan reviews. Robert serves as Electrical Inspector.

Tradewinds at Hobe Sound aka Heron Pointe
Hobe Sound, FL

As consultant to The PRC Group Construction, UES is conducting materials testing and inspections. Robert serves as Electrical Inspector.

Lost Tree - Private Provider Inspections
Vero Beach, FL

As consultant to Ryan Homes, UES is conducting private provider inspections for the Lost Tree subdivision. Robert serves as Electrical Inspector.

GFA International, Inc. dba Universal Engineering Sciences

Robert serves UES' Port St. Lucie location as an Electrical Inspector.

Bentz Electrical Consulting (2013-2022)

Robert provided consulting services to owners, contractors, and construction managers. His consulting expertise includes estimating, value engineering, plan reviews, and electrical inspections.

Bentz Electrical Contractor (1971-2013)

As business owner, Robert conducted electrical scopes of work for various environments, including residential, multi-family, commercial and industrial projects. The firm's expertise included installation of high voltage electrical equipment as well as distribution components.

Luis A. Martinez, BN, BU, PX

Building Inspector

Luis' industry experience includes over 39 years in the construction industry. He maintains Florida licensing as a Standard Inspector, Building Code Administrator, and Plans Examiner, and also holds various certifications, including ICC and FEMA disciplines. His repertoire includes serving various municipalities within their respective building departments.

Years of Experience

39

Expertise

- Coordination of FEMA-required Damage Assessment

Licenses

- Standard Inspector - #BN369
- Plans Examiner - #PX881
- Building Code Administrator - BU #1233

Certifications

- ICC - Building Code Official
- ICC - Plumbing Code Official
- ICC - Mechanical Code Official
- ICC - 1&2 Family Residential Inspector
- FEMA (NIMS) Training Certificates (100, 200, 300, 400 and 700 Series)

EMPLOYMENT HISTORY/ PROFESSIONAL EXPERIENCE

GFA International, Inc. dba Universal Engineering Sciences (May 2023-present)

Luis serves UES' Port St. Lucie location as a Building Inspector, Building Code Administrator, and Plans Examiner.

Building Official - Town of Indian River Shores (April 2020-May 2023)

Indian River Shores, FL

As Building Official, Luis planned and directed the regulation and inspection of building construction, electrical, mechanical and plumbing installations; and directed enforcement of related federal, state, and local laws. He participated in technical work reviewing all types of construction drawings, plans, and specifications to ensure compliance with applicable codes and ordinances. He also oversaw inspections prior to the issuance of construction permits, Certificates of Occupancy, and Certificates of Completion. He directed and conducted field inspections to assure compliance with applicable building codes, federal, state, and local laws and rules, and maintained knowledge of code changes affecting building system installations. Further, he reviewed and examined various construction plans covering residential and commercial construction (for compliance with local laws and ordinances, and State and Federal Laws, Statutes, and Codes). Luis also interpreted, explained, and discussed codes and regulations with contractors, design professionals, and homeowners. Additionally, he monitored inspector training and certification records to ensure that all inspectors maintained requisite specialty licenses and required training for license renewal.

Zoning Administrator - City of Anderson, SC (May 2018-March 2020)

Anderson, SC

As Zoning Administrator, Luis was responsible for review and enforcing all City zoning ordinances, engaging with the public to discuss zoning violations, and representing the City on matters of zoning and code enforcement in compliance court. He also collaborated with other departments and public officials to provide zoning interpretations, and assisted in writing staff reports for the Zoning Board of Appeals.

Building Official - City of Lake Worth, FL (May 2018-March 2020)

Lake Worth, FL

While employed by the city of Lake Worth, Luis gained extensive experience as a Building Official, where he provided final interpretations of building codes, statutes, and ordinances, offering guidance to contractors, builders, and the public on compliance with City policies and procedures. He recommended updates and prepared revisions to construction codes to maintain current standards. Luis managed technical and administrative staff, overseeing the enforcement of building codes and business tax certificate regulations. His responsibilities included scheduling and assigning work, monitoring progress, conducting performance evaluations, preparing the division's budget, and

ensuring expenditures were aligned with financial plans. He established operational policies for the Building Services Division, developed regulations for enforcing business tax certificates, and advised the City Manager and Director of Sustainability on matters related to building codes and ordinances. Additionally, Luis worked closely with the City Attorney's Office on legal cases involving code enforcement, served as the City's representative to the Building Board of Adjustment and Appeals, and provided staff support to the board.

Chief Plans Examiner - City of West Palm Beach, FL (July 1998-June 2013)

West Palm Beach, FL

As the city's Chief Plans Examiner, Luis supervised and coordinated a team of up to 12 plans examiners, ensuring the accurate review of blueprints to confirm compliance with applicable codes, laws, ordinances, and standards prior to issuing permits. He interpreted, administered, and enforced the Florida Building Code while effectively communicating with City officials, department directors, building inspectors, property owners, government agencies, private sector stakeholders, and the public regarding plans and code requirements for proposed projects. Luis also directed and implemented Building Department functions for the City of Lake Worth under an interlocal agreement with West Palm Beach. His responsibilities included assisting with business tax and license processing, supervising and supporting Building Permit Clerks, conducting interviews and hiring recommendations, and training new Plans Examiners. Additionally, he performed building inspections when necessary, completed general clerical tasks, and participated in conferences, seminars, workshops, and training sessions to stay updated on industry practices.

Plans Examiner - City of West Palm Beach, FL (October 1994-July 1998)

West Palm Beach, FL

As the city's Plans Examiner, Luis reviewed construction drawings to ensure compliance with applicable building, accessibility, zoning, energy and related codes; issued building permits. He met with designers to discuss interpretations and applications of the building code, and assisted with team projects for other city departments.

Building Inspector - City of West Palm Beach, FL (February 1992-October 1994)

West Palm Beach, FL

As a city Building Inspector, Luis was responsible for conducting inspections of construction, alterations, repair, remodeling or demolition of structures and the installation of building systems, when permits are required to ensure the requirements of the Florida Building Code and public safety statutes and ordinances have been satisfied.

Code Enforcement Supervisor - City of West Palm Beach, FL (January 1990-February 1992)

West Palm Beach, FL

In this role, Luis led and supervised code enforcement teams. He was responsible for investigating complaints about nuisance properties (to determine whether condemnation conditions existed), and wrote and followed up on condemnation orders to be presented for action by the Building Board of Adjustment and Appeals.

Code Enforcement Officer - City of West Palm Beach, FL (March 1988-January 1990)

West Palm Beach, FL

Utilities Customer Service Representative - City of West Palm Beach, FL (October 1986-March 1988)

West Palm Beach, FL

Water Meter Reader - City of West Palm Beach, FL (June 1983-October 1986)

West Palm Beach, FL

Michael Keenan, CBO, BN, BU, PX, RPX

Building Inspector

As a recent addition to UES' Port St. Lucie Building Inspections Department, Mr. Keenan lends nearly four decades of extensive experience in residential and commercial new construction and remodeling projects, with a strong background in plan review and inspection across various disciplines including structural, mechanical, electrical, and plumbing. His expertise extends to a wide range of construction types, including residential, commercial, industrial, schools, fire department buildings, antenna towers, hotels, apartment buildings, marinas, fuel dispensing stations, retail spaces, assisted living facilities, parks and recreation areas, and water treatment facilities. Mr. Keenan also served as an acting building official, where he successfully implemented policy changes within the local government. Additionally, he played a pivotal role in facilitating an interlocal agreement that combined the inspection and plan review services of two municipalities.

Years of Experience

39

Licenses

- Standard Inspector - FL#BN6687
- Standard Plans Examiner - FL#PX3693
- Building Code Administrator - FL#BU2007
- Residential Plans Examiner - FL#RPX310
- Certified General Contractor - FL #CGC1515018

PROJECT EXPERIENCE

Hyatt Hotel
Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction.

Boca Raton Regional Hospital
Boca Raton, FL

Mr. Keenan served as the structural inspector for this project.

Boca City Walk
Boca Raton, FL

Mr. Keenan served as the structural inspector for this project.

Gumbo Limbo Nature Center
Boca Raton, FL

Mr. Keenan served as the structural inspector for this project.

Valero Fuel Station
Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction.

McDonalds Restaurant
Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction.

Royal Palm Yacht Club
Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction.

Toll Brothers
Boca Raton, FL

Mr. Keenan served as the multi-discipline inspector for various projects completed for this national homebuilder.

Bureau Veritas (2021-2023)
Florida

Mr. Keenan served as building inspector 3 for various projects throughout Florida.

City of Boca Raton (2015-2020)
Boca Raton, FL

Mr. Keenan served as building inspector 3.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that GFA International, Inc. dba Universal Engineering Sciences 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

January 6, 2025

Date

AVAILABILITY TO MEET TIME AND AND BUDGET REQUIREMENTS

The project team presented in this proposal, including our field personnel, is committed to being available to serve the City of Fort Pierce whenever called upon. We will highly prioritize this contract, and our team will strive to function as an extension of the organization. We will complete every assignment safely while maintaining our budget and high-quality standards to earn and keep the city's trust.

Due to the nature of our inspection services, many projects vary in duration, ranging from two to four weeks. We can immediately staff projects full-time and have field personnel available for "will call" or intermittent assignments. This flexibility allows us to allocate additional plans reviewers and office support staff (as needed) to ensure we complete assignments promptly, safely, within budget, and with the appropriate resources.

Additionally, UES asserts that assigned personnel will come from existing resources, and we will only entrust experienced, well-qualified personnel to perform our services.

The designated staff will be available to begin the specified projects and continue the work as needed. The dedication of the personnel necessary to staff and complete the various tasks on this contract will not overload our current technical and management staff capacity.

SCHEDULE DEVELOPMENT

Our team will develop reasonable schedules using standard scheduling techniques, including a project network with critical path layouts and milestone planning during the development of the project schedules. During the project's performance, we will make real-time comparisons against the planned project schedule to monitor the project's progress. We will monitor and investigate any variances between the planned and actual schedules to determine if any issues are occurring.

We will initiate corrective action when we encounter concerns. When we identify project cost or schedule issues, the contract manager will characterize the extent of the problem and devise contingency plans as appropriate.

Contingencies may include:

- Directing the allocation of additional resources as necessary to accomplish the work in a timely, cost-effective fashion
- Analyzing the schedule logic for a change in sequence of work elements to maintain milestone dates (i.e., expedite up-coming task schedules)
- Establishing new dates for task completions/ milestones after consultation and approval

These corrective actions will enable UES to meet established performance goals. UES' network of offices located throughout Florida allows for rapid mobilization to project locations, minimizing travel time. All management and field personnel also have smartphones, allowing for frequent updates during critical work phases. Additionally, our staff have access to laptop computers, enabling the implementation of last-minute changes to the scope as necessary.

Our staff strives to develop and drive realistic project schedules for every task we receive.

As thorough as this process is, UES never forgets that many clients require expedited services due to tight schedules. Whether it is speed-to-market demands or site viability, UES will waste no time providing the professional services necessary for the City of Fort Pierce to make decisions based on our results.

Understanding the City's Needs

With UES' dedicated plans review staff, the City of Fort Pierce may expect deliverables and reports provided as scheduled.

As noted, UES is well versed in providing expedited service to meet time constraints for various situations, such as life safety code upgrades and scheduling/prioritizing of maintenance. We will accommodate the City's scheduling needs, and complete the plans reviews described in the Scope of Services as the City requires.

teamues.com

Exhibit "C"

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Contractor name: GFA International, Inc. DBA Universal Engineering Sciences

Authorized Representative's Name and Title: Paul Danforth, Vice President

Address: 607 NW Commodity Cove

City: Port St. Lucie State: FL Zip Code: 34986

Phone Number: 772-204-4239 Email Address: tmontana@teamues.com

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

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

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

By: _____ Paul Danforth, VP 8/5/25

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Palm Beach

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 5th day of August, 2025 by Paul Danforth, who is

☒ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: Jennifer Rivera

My Commission Expires: 2/18/2027

JENNIFER RIVERA
MY COMMISSION # HH 323323
EXPIRES: February 18, 2027

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SHAUN CROSS, ASSISTANT DIRECTOR OF BUILDING, BUILDING ADMIN

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

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: CONTRACT FOR PLAN REVIEW SERVICES – RFP 2025-012 GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING SCIENCES (UES)

CAO RLS#: 25-203

DATE: JULY 18, 2025

I have reviewed the above Request for Legal Services (RLS) related to RFP 2025-012 Continuing Services Agreement for Plan Review Services between the City of Fort Pierce and GFA International, Inc. dba Universal Engineering Sciences (UES). On May 12, 2025, the CAO reviewed and returned this Agreement with recommendations and revisions. Please note the following:

1. Exhibit A, the Statement of Work (SOW), should reflect specific tasks the Contractor must complete to meet performance under the Agreement. To further assist with developing the SOW, I recommend Statement #4 be added to Section 1 (Contractor Services) to reflect general contractor service requirements. Also, I provided some recommendation and tips for SOW development which you may find useful after negotiating the terms and conditions with the Contractor.
2. From the SOW, I moved Statement #4 to Section 1 which is now Section 1.6.
3. As a reminder, this bid must be presented to the Commission for approval to award GFA International, Inc. before the agreement can be approved by the Commission.

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 **Agenda Item # 11.D.**

Meeting Date: 06/16/2025

Re: Approval to Award RFP 2025-012 Annual Contract Professional Plan Review Services

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:
Approval to award RFP 2025-012 for annual contracted Professional Plan Review Services to GFA International dba Universal Engineering Sciences of Port St. Lucie, Florida for an amount of up to $100,000.00 annually.

SUMMARY:
Due to the shortage of licensed plan reviewers and professionals in the construction industry, the Building Department has offered RFP 2025-012,for which the invitation to bid was sent to 631. Twenty (20) vendors requested specifications with six (6) responding (30.00%) 0 "No Bid" (30.00% total responses). The selection meeting date was held April 1, 2025. The selection committee evaluated each bid and considered the following: Experience and ability of the Proposed Primary Firm; Facilities equipment and capabilities; Quality of their product compared to others; Past performance of the primary firm; Willingness and ability to meet time and budget requirements; and Price. Out of a total 300 points, GFA International, Inc. dba Universal Engineering Sciences of Port St. Lucie, Florida achieved 274 points, Willdan Engineering of Orlando, Florida received 251 points, Diversified Building Department of Juno Beach, Florida received 251 points, CAP Governmentm, Inc. out of Coral Gables, Florida received 204 points, Shums Coda Associates, Inc. of Pleasanton, California received 168 points, Eastern Engineering Group Company of Doral, Florida received 139 points.

RECOMMENDATION:
Staff recommends approval to award RFP 2025-012 for annual contracted Professional Plan Review Services to GFA International, Inc. of Port St. Lucie, Florida for an amount of up to $100,000.00 annually.

ALTERNATIVES:
Do not approve at this time.

RESPONSIBLE STAFF:
Paul Thomas, CBO, CFM, Director of Building
Shaun Coss, CFM, Assistant Director of Building

COORDINATED WITH:
Gelencia Carter, Purchasing Manager

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025
Account: 4202902-534900
Amount: $100,000.00
OTHER INFORMATION:
4202902-534900 Building Department Contracted Services Fund

Attachments

2025-012 Evaluation
2025-012 Bid Tabulation Memo
2025-012 Submittal GFA dba Universal Engineering Sciences
2025-012 RFP
Recommendation to Award

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	05/22/2025 09:35 AM
City Manager	Richard Chess	05/23/2025 10:37 AM
Finance Department	Karen Logue	06/06/2025 02:17 PM
Form Started By: Coleen Hanson		Started On: 05/20/2025 09:34 AM
Final Approval Date: 06/10/2025		

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

Meeting Date: 09/15/2025

Re: Approval of Inspection Services Contract with GFA International, Inc. - Inspection Services - RFP 2025-011

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Approval of Continuing Services Agreement with GFA International, Inc. dba Universal Engineering Sciences for Professional Inspection Services, RFP No. 2025-011, in the amount of up to $100,000 annually.

SUMMARY:

On June 16, 2025, during the City Commission meeting, the Commission awarded RFP No. 2025-011 for Professional Inspection Services. The total annual cost of this service is not to exceed $100,000.

This contract provides for the performance of residential and commercial building inspection services to augment the City's responsibility for enforcement of the Florida Building Code and applicable related regulations, laws and rules on building projects. The contractor will respond to specific authorizations issued by the City, which will provide for the scope of work, schedule of services, deliverables, and compensation.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building
Shaun Coss, CFM, Assistant Director of Building

COORDINATED WITH:

Purchasing
City Attorney's Office

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025/2026
Account:	4202902-534900
Amount:	$100,000

FISCAL IMPACT:

4202902-534900 Building Department Contracted Services Fund

Attachments

Agreement
CAO Memo
Agenda Item

Form Review

Inbox	Reviewed By	Date
Building	Shaun Coss	09/02/2025 10:48 AM
Finance Department	Johnna Morris	09/02/2025 01:23 PM
City Manager	Richard Chess	09/02/2025 05:02 PM
Form Started By: Shaun Coss		Started On: 08/27/2025 08:53 AM
Final Approval Date: 09/02/2025		

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

July 29, 2025

Email: tmontano@teamues.com

GFA International, Inc. dba Universal Engineering Sciences
607 NW Commodity Cove
Port St. Lucie, FL 34986
Attn: Thomas Montano, PE, Branch Manager

SUBJECT: Notice of Award
RFP No. 2025-011 – Annual Contract for Inspection Review Services

Dear Mr. Montano,

The Commission of the City of Fort Pierce met in regular session, Monday, June 16, 2025, and awarded the subject solicitation to your firm, in the amount of $100,000.00.

Please take the following actions:

1. Execute and notarize this Award Letter
2. Execute the Agreement
3. Complete and execute the Affidavit Regarding the Use Coercion for Labor or Services form, Exhibit C.
4. Please provide an updated Certification of Liability, Automobile Liability, and Workers' Compensation in accordance with the attached Insurance Requirements as described in the solicitation document. (Attached is the Insurance Requirements from the solicitation document). **We will need a copy of the actual endorsement issued to the policy, Form CG 20 10, which affords the required additional insured coverage and a copy of the actual notice of cancellation endorsement issued to the policy that provides the City with no less than thirty (30) days advance written notice for any change, cancellation, or non-renewal of the policy. Certificates of Insurance must be completed as follows: Certificate Holder–City of Fort Pierce, Attn: Purchasing Department, P.O. Box 1480, Fort Pierce, FL 34954-1480; Additional Insured for General Liability - City of Fort Pierce and its board members, officials, officers and employees.**
5. **Return documents enclosed within five (5) days after receipt, via email to:**

Email:
Madison White, Purchasing Agent
City of Fort Pierce
mwhite@cityoffortpierce.com

Carbon Copy:
purchasing@cityoffortpierce.com

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

Sincerely,
CITY OF FORT PIERCE

Madison White

Madison White Purchasing Agent

ACCEPTED BY:
GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING SCIENCES

Signature (Manual)

Paul Danforth

Signature (Typed or Printed)

Vice President

Title

8/5/25

Date

NOTARIZATION

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 5th day of August 2025,

by Paul Danforth (Officer of Firm), Vice President (Title), of GFA International D/B/A Universal Engineering Sciences (Name of Firm), a Florida (State) corporation, on behalf of the corporation.

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

Jennifer Rivera

Notary Public

My commission expires: 2/18/2027

JENNIFER RIVERA
MY COMMISSION # HH 323323
EXPIRES: February 18, 2027

/mw

cc: Paul Thomas, Building Official
Shaun Coss, Assistant Building Director

Attachments: Insurance Requirements

CITY OF FORT PIERCE
CONTINUING SERVICES AGREEMENT
RFP NO. 2025-011 INSPECTION SERVICES

This Agreement ("Agreement") entered into this _____day of ____, 2025 ("Agreement") is made and entered into by and between the City of Fort Pierce, Florida, a municipal corporation ("City"), and **GFA International, Inc. dba Universal Engineering Sciences,** a FLORIDA CORPORATION with its principal place of business at 607 NW Commodity Cove, Port St. Lucie, FL 34986 ("Contractor").

WHEREAS, on December 16, 2024, pursuant to RFP No. 2025-011, the City solicited the services of qualified contractors to provide residential and commercial building inspection services; and

WHEREAS, the Contractor submitted a proposal that was evaluated by an evaluation committee who recommended award to Contractor; and

WHEREAS, on June 16, 2025, the City Commission authorized the award of RFP No. 2025-011 to Contractor and authorized staff to initiate contract negotiations with Contractor; and

WHEREAS, Contractor is qualified and experienced in providing inspection services; and

WHEREAS, the City is in need of such continued services for inspection; and

WHEREAS, Contractor has agreed to furnish inspection services to the City for the compensation set forth herein and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the Parties agree as follows:

1. **Contractor Services.**

1.1 Contractor will provide the services as set forth in **Exhibit A**, Statement of Work, attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of the City.

1.2 Contractor will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered a continuing contract and work will be initiated on an assignment-by-assignment basis through a Specific Authorization. The City will notify all contractors, of which the City has entered an inspection services agreement, of an assignment, and solicit from the contractors their proposed costs and time period for completion of the assignment. The City reserves the right to select the respective contractor who the City believes is in its best interest to perform the specified work. Contractor specifically acknowledges and agrees this Agreement is not a guarantee the City will select Contractor to perform any services, nor is Contractor guaranteed to receive any assignments for which Contractor will be compensated by City pursuant to this Agreement.

1.3 A Specific Authorization from the City will be provided to Contractor for each assignment awarded to Contractor. The Specific Authorization shall set out the Scope of Work for the assignment, time of performance, and any other necessary terms.

the Contractor's property, about or a part of, the premises whether covered by insurance or not.

The insurance provided by the Contractor shall apply on a primary basis. Any insurance maintained by the City shall be excess of and shall not contribute with the insurance provided by the Contractor.

Except where prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the City may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. The Contractor shall pay on behalf of the City and its officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the City or its officials, officers, agents and employees.

All insurance policies provided by the Contractor shall be endorsed to provide the City with thirty (30) days' notice of cancellation.

All insurance policies provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the City and its officials, officers, agents and employees.
Compliance with these insurance requirements shall not limit the liability of the Contractor. Any remedy provided to the City by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the City under this Agreement or otherwise.

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

Certificates of Insurance must be completed as follows:

1. **Certificate Holder:**

   City of Fort Pierce
   Attn: Risk Manager
   100 N. US Hwy 1
   Fort Pierce, FL 34954-1480

2. **Additional Insured for General Liability:**

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

1.4 The Building Department Director can approve Specific Authorizations up to the limit established by the City Purchasing Policy for department heads. Specific Authorizations over the limit for department heads and up to $50,000 must be authorized by the City Manager. Specific Authorizations over $50,000 must be presented to the City Commission for authorization.

1.5 Notwithstanding any other provision of this Agreement, Contractor's performance of the Services will conform to the specifications and requirements contained in the RFP 2025-011 - Contracted Inspection Services and the Contractor's Bid dated January 16, 2025, attached as **Exhibit B**. To the extent that the Bid or Contractor's Bid conflict with the terms of this Agreement, the terms of this Agreement will control.

1.6 Contractor shall perform all services to the utmost professional standards which shall include having the necessary tools, ladders, cell phone, vehicle, and other equipment to perform inspection services.

1.7 Contractor is expected to communicate in a professional, courteous, and respectful manner. The use of abusive, foul, obscene, offensive language and/or gestures is prohibited. Complaints may be investigated by City management and/or professional firm management. Repeated substantiated complaints. or single egregious events may result in the Contractor being banned from performing inspection services in the City.

2. Compensation.

2.1 Total compensation to Contractor will not exceed **$100,000.00 (One Hundred Thousand Dollars and No Cents)** for the initial term of the Agreement, which includes all travel and expenses. Payment for services performed will be processed within thirty (30) days of receipt upon approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70-79.

2.2 Upon completion of the Services and acceptance by the City, Contractor will submit an invoice setting forth amounts due to Contractor. Each invoice will be accompanied by documentation that the City may reasonably request to support the invoice amount. The City will, within ten (10) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If the City approves the amount or any portion of the amount, the City will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If the City disapproves any invoice amount, the City will give Contractor specific reasons for its disapproval in writing, within ten (10) days from the date it receives an improper payment request or invoice. Contractor will submit invoices to the City as follows:

City of Fort Pierce
Attn: Accounts Payable
P.O. Box 1480
Fort Pierce, FL 34954

3. Term.

This Agreement is effective as of the date last signed below ("Effective Date") and will terminate one year from the effective date unless earlier terminated in accordance with Section 8. The City will have the option to renew this Agreement for two (2) additional one (1) year periods.

4. Licenses, Permits, Taxes, Fees, Laws and Regulations

4.1 Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.

4.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.

4.3 Contractor will comply with and will be responsible for requiring its officers and employees to comply with all applicable federal, state, and local laws and regulations.

5. Ownership and Use of Work Material.

5.1 All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by the City, are the sole property of the City and for its exclusive use and reuse at any time without further compensation and without any restrictions.

5.2 Contractor grants and assigns to the City all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material.

5.3 Contractor will deliver all Work Material to the City upon expiration or termination of this Agreement. The City will have the right to use the Work Material for the completion of the Services or otherwise. The City may, at all times, retain the originals of the Work Material.

5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by the City in writing. Contractor will treat all Work Material as confidential.

6. Confidentiality and Safeguarding of City Records; Press Releases; Public Information.

6.1 Contractor shall not disclose, publish, or authorize others to disclose or publish, Work Material or other information pertaining to the Services assigned to Contractor by the City or other information to which Contractor had access during the term of this Agreement without the prior written approval of the City.

6.2 Contractor will not make any press releases, public statements, or advertisement referring

to the services or the engagement of Contractor as an independent Contractor of the City in connection with the Agreement or release any information relative to the Agreement for publication, advertisement or any other purpose without the prior written approval of the City.

6.3 The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

7. Public Records.

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

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

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

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 NORTH U.S. HWY 1, FORT PIERCE, FL 34950.

8. Termination.

8.1 If either party is in default of performance of any material obligation under this

Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.

8.2 The City may terminate this Agreement immediately in the event of the filing by or against Contractor of a petition for relief in bankruptcy or for receivership, or in the event that Contractor becomes insolvent.

8.3 The termination of this Agreement will not affect any right or remedy that has accrued to either party at the time of termination.

8.4 Upon termination of this Agreement, Contractor will deliver to the appropriate representative of the City all Work Material related to the services performed by Contractor in the format requested by the City together with any keys, identification badges, or equipment owned by the City.

8.5 Termination under Sections 8.1 or 8.6 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.

8.6 The City may terminate this Agreement, without cause, upon written notice to Contractor. At such time, Contractor will be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

9. Indemnification.

Contractor will indemnify and hold harmless the City, and its members, officials, officers, attorneys, employees, representatives and agents from all claims, demands, causes of action, and judgments for taxes, license fees, excises, fines, and penalties; for supplies, services, or merchandise purchased by Contractor; for wages and fringe benefits of Contractor's employees; and for injury or death of any person or damage to property that result directly or indirectly from the negligent or intentional acts or omissions of Contractor or its officers, agents, or employees in the performance of this Agreement.

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

10. Insurance.

Contractor shall, at its own expense, procure and maintain, with insurers acceptable to CITY and City, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not commence work until the required insurance is in force and evidence of insurance been provided to and approved by the City.

As evidence of compliance with the insurance required herein, Contractor shall furnish the City with:

(a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the City and its officials, board members, officers and employees as Additional Insureds in the Commercial General Liability coverage;

(b) the original of the policy(ies); or

(c) other evidence satisfactory to the City.

To the extent Contractor is permitted to and elects to subcontract any of the work performed under this Agreement, Contractor will require all subcontractors to provide insurance coverage complying with the requirements set forth herein and will provide the City with evidence of such coverage prior to the commencement of the subcontractor's work.

Until such insurance is no longer required by this Contract, Contractor 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.

Workers' Compensation and Employers Liability

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the City with thirty (30) days written notice of cancellation.

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

Part One: "Statutory"

Part Two: $1,000,000 (Each Accident)

$1,000,000 (Disease-Policy Limit)

$1,000,000 (Disease-Each Employee)

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

Commercial General Liability

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. other than those required by ISO or the state of Florida or those described below. The policy must be endorsed to provide the City with thirty (30) days written notice of cancellation

The City and its officials, officers, agents and employees shall be included as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

Automobile Liability

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the City with thirty (30) days written notice of cancellation. 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

The Contractor shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Contractor warrants that the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Agreement, Contractor shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

General Conditions

Contractor and the City shall each be responsible for maintaining insurance on their own property. Regardless of whether the Contractor purchases property coverage or not, Contractor hereby expressly waives and releases any cause of action or right of recovery which

Contractor may have hereafter against the City for any loss arising out of loss or damage to the Contractor's property, about or a part of, the premises whether covered by insurance or not. The insurance provided by the Contractor shall apply on a primary basis. Any insurance maintained by the City shall be excess of and shall not contribute with the insurance provided by

the Contractor.

Except where prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the City may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. The Contractor shall pay on behalf of the City and its officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the City or its officials, officers, agents and employees.

All insurance policies provided by the Contractor shall be endorsed to provide the City with thirty (30) days' notice of cancellation.

All insurance policies provided by the Contractor shall be endorsed to provide that the Insurer waives its rights against the City and its officials, officers, agents and employees.

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

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

Certificates of Insurance must be completed as follows:

1. Certificate Holder:

   City of Fort Pierce
   Attn: Risk Manager
   100 N. US Hwy 1
   Fort Pierce, FL 34954-1480

2. Additional Insured for General Liability:

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

11. Written Authorization Required

Contractor shall not make changes in the job scope or perform any additional work or provide any additional material, under this Agreement without first obtaining written authorization from the City for such additional work or materials. Additional labor or materials provided without written authorization shall be done at Contractor's risk and without payment.

12. Waiver of Jury Trial.

BOTH THE CITY AND CONTRACTOR HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY AND ANY ISSUE ARISING OUT OF OR

RELATING IN ANY WAY TO THIS AGREEMENT SHALL BE RESOLVED BY NON-JURY TRIAL.

13. Notice

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

As to City:
Paul Thomas, CBO, CFM
Director of Building
100 N U.S. Hwy. 1
Fort Pierce, FL 34954
Phone: 772-467-3195

With a copy to:
Gelencia Carter
Purchasing Manager
100 North U.S Hwy. 1
Fort Pierce, FL 34954
Phone: 772-467-3102

As to Contractor:
Tom Montano, PE
Branch Manager
607 NW Commodity Cove
Port St. Lucie, FL 34986
Phone: 772-924-3575

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

14. Independent Contractor

Contractor is and shall at all times be deemed to be an independent contractor for all purposes under this Agreement and shall not be deemed to be a representative, agent, or employee of the City in the performance of the Services.

15. Sovereign Immunity

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

16. Miscellaneous

16.1 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

16.2 Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all

necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

16.3 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. Contractor 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.

16.4 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and the City and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by authorized representatives of the City and Contractor.

16.5 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

16.6 Venue; Governing Law. St. Lucie County, Florida, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Florida.

16.7 Dispute Resolution. Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Contractor and the City. Unless otherwise directed by City, Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the City or its representatives, pending resolution of the dispute. Any dispute which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

16.8 Waivers. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

16.9 Conflict of Interest. Contractor 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. Contractor further represents that no person having any interest shall be employed for said performance.

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

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

CONTRACTOR:
GFA dba Universal Engineering Services

By: _____

Name: Paul Danforth

Title: Vice President

Date: 8/5/25

CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

_____
Date

Approved as to form and correctness:

By: _____
Sara Hedges, City Attorney

Attached: **Exhibit "A" – Statement of Work**
Exhibit "B" – Contractor's Proposal
Exhibit "C" – Affidavit Regarding the use Coercion for Labor or Services

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/11/2025

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

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

PRODUCER
Edgewood Partners Insurance Center
3780 Mansell Rd. Suite 370
Alpharette GA 30022

CONTACT NAME: Greyling COI Specialist
PHONE (A/C, No, Ext): 770.670.5324 **FAX (A/C, No):** 770.670.5324
E-MAIL ADDRESS: uescerts@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Greenwich Insurance Company	22322
INSURER B : Westchester Surplus Lines Insurance Co	10172
INSURER C : Landmark American Insurance Company	33138
INSURER D : Navigators Specialty Insurance Company	36056
INSURER E : Convex Insurance UK Limited	71499
INSURER F : Aspen Specialty Insurance Company	10717

INSURED UNIVENG
GFA International, Inc.,
DBA Universal Engineering Sciences
4205 Vineland Road
Suite L1
Orlando FL 32811

COVERAGES **CERTIFICATE NUMBER:** 278275875 **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 F	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Contractual Liab X $1M Emp. Benefit GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	RGC300209901 CX010NE25	5/1/2025 5/1/2025	5/1/2026 5/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG XS GL Per Occ/Agg	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	RAC943832501	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B C D	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0	Y	Y	G48816149001 LHA606324 GA25EXCZ0KKF1IC	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	RWC300210001	5/1/2025	5/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liab incl. Pollution Liab			B0146LDUSA2505257	5/1/2025	5/1/2026	Per Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Continuation of Insurers and Coverage
XS Excess Liability: CXS04959500 - Insurer G: Homesite Assurance Company; NAIC: 11156.
Re: RFQ #2024-005 ~ Miscellaneous Professional Continuing Services Agreement.
City of Fort Pierce, City of Fort Pierce and its officials, officers and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insureds where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Gregg Bachelor

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EXHIBIT "A"
STATEMENT OF WORK

1. Contractor will provide residential and commercial building inspection services to augment the City's responsibility for enforcement of the Florida Building Code and applicable related regulations, laws and rules on building projects within the City of Fort Pierce.

2. Contractor and its employees are expected to hold standard certification in the inspection disciplines required for performing said services in accordance with Florida Statute Chapter 468 to include Building, Mechanical, Electrical, Plumbing and Residential disciplines.

3. Contractor will provide technical field inspections of buildings, equipment, and installations during various phases of construction.

4. Contractor will grant inspection approvals if found in compliance with Florida Building Codes, regulations and approved permit documents, as well as provide written comments with applicable code sections if found not in compliance.

5. Work may be performed at the City Building Department, or at the firm's location dependent upon the work to be done.

6. The City will process the initial intake and may offer expedited services to the customer using a contracted firm for certain tasks. All work will be done on an hourly basis and hours charged for expedited services cannot exceed the allowable number of hours for each task that would normally be incurred if City Building department staff performed the same work.

7. Inspections will be assigned in the City's electronic permitting system, and Contractor will be required to provide results of the inspections by the end of day of the inspection being performed in the City's electronic permitting system. Software and associated license fees will be provided by the City.

Compensation and Billing

1. Service invoices shall be billed monthly at a contracted hourly rate that shall represent the total compensation for services.

2. Invoices for services must identify each person for which services were performed and the total number of hours per month.

Contract Term

1. The period of this Agreement shall be for twelve (12) months. This Agreement may, by mutual written assent of the parties, be extended for two (2) additional twelve (12) month periods or portions thereof, up to a cumulative total of thirty-six (36) months.

2. The agreement may be terminated prior to the expiration of the term for any reason upon thirty (30) days ' written notice.

3. The agreement shall automatically and immediately terminate should the individual(s) performing services no longer maintain certifications required.

4. Refunds and/or reduction in permit fees as a result of failing to comply with inspection timelines imposed by State Statute will be deducted from the firm's invoiced amount.

5. The Building Director for the City shall be considered the authority having jurisdiction for purposes of interpretation and enforcement of the Code. If/when a conflict of interpretation arises between the City and bidders' firm, the Building Director of the City shall make the final ruling.

6. If, in the opinion of the Building Director, the Code has been incorrectly applied/enforced or upon confirmation of a violation of this Statement of Work, the fee for services provided for that inspection shall be refunded to the City.

7. The agreement may be terminated should the firm exceed inspection timelines imposed by State Statute three times in any one month period.

EXHIBIT "B"
CONTRACTOR'S PROPOSAL

PROPOSAL PRICING FORM
RFP NO. 2025-011 ~ ANNUAL CONTRACT FOR INSPECTION SERVICES

The following proposal(s) is submitted on behalf of: Universal Engineering Sciences for the requested services, in accordance with the agreements and specifications contained in RFP No. 2025-011.

We have carefully examined that this proposal package and understand the provisions, terms, and conditions concerning the equipment, materials, supplies or services as called for. With full knowledge and understanding of the requirements in the Proposal Package, We hereby agree to furnish and deliver services as indicated at the prices quoted herein as follows:

ITEM	DESCRIPTION		COST
1	• Perform Inspection services. • Per Inspector: Approximately 8 hours per day, 37.5- 40 hours per week. FULL TIME INSPECTOR	**BLDG, M,E, or P**	$ 95 per hour
		1 + 2 Family	$ 95 per hour
		Multi	$ 95 per hour
2	• Perform Inspection services • Perform inspection services in excess of 40 hours per week. • FULL TIME INSPECTOR OVERTIME	**BLDG, M,E, or P 1 + 2 Family**	$95 per hour
		Multi	$ 95 per hour
			$ 95 per hour
3	• Perform Inspection services. • Per inspector: 4 hours per day, • 18 – 22 hours per week. • PART TIME INSPECTOR	**BLDG, M,E, or P**	$ 95 per hour
		1 + 2 Family	$ 95 per hour
		Multi	$ 95 per hour
			$95 per hour
4	• Perform Inspection services. • Per Inspector on an as needed basis • AS NEEDED INSPECTOR	**BLDG, M,E, or P** **1 + 2 Family** **Multi**	$ 95 per hour $ 95 per hour

2025-011: City of Fort Pierce

ANNUAL CONTRACT FOR INSPECTION SERVICES

UES™

Grounded in Excellence

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: LaTonya Hubbard, 772-467- 3102	**RFP No:** 2025-012
Pre-Proposal Conference Date: N/A	**RFP Title:** ANNUAL CONTRACT FOR PLAN REVIEW SERVICES
Pre-Proposal Location: N/A	**RFP Opening Location:** City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFP Due Date & Time: 3:00 PM, TUESDAY, JANUARY 21, 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: GFA International, Inc. dba Universal Engineering Sciences **Mailing Address:** 607 NW Commodity Cove	*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: Port St. Lucie, FL 34986	**Typed or Printed Name:** Thomas Montano, PE
Type of Entity (Select one): **Corporation** X **Partnership** _____ **Proprietorship** _____	**Title:** Branch Manager
Incorporated in the State of: FL **Year:** 1988	**Delivery in** _____ **days, ARO**
Phone Number:(772) 924-3575	**Payment Terms: Net 30 Days**
Fax Number: (772) 924-3580	**FEIN or SS Number:** 65-0874962
E-Mail Address:tmontano@teamues.com	**Local Business:** X Y ___N **MWBE:** ___Y X 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	

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SECTION 1:
TRANSMITTAL LETTER

Date: January 16, 2025

Attention: City of Fort Pierce
Purchasing Division - Room 101
100 North U.S. #1 - 1st Floor
Ft. Pierce, FL 34950

Reference: 2025-011 Annual Contract for Inspection Services

Dear Committee Members:

GFA International, Inc. dba Universal Engineering Sciences (UES) truly appreciates the opportunity to present our services and experience in response to RFP 2025-011 Annual Contract for Inspection Services. We have a firm understanding of the scope outlined within and are confident that our capabilities and experience position UES as the ideal firm to execute said scope. We have served Fort Pierce clientele in a variety of ways for many years, and we are eager to build upon our relationship in support of the City of Fort Pierce' needs and vision.

Our St. Lucie office is staffed with dedicated professionals familiar with the region's geographic conditions, state, county, and city regulations and who have developed strong working relationships with local specialized sub-consultants and vendors.

Our team has decades of experience providing expert inspection services for clientele and complex projects of all sizes, including municipalities similar to the City of Fort Pierce. Clients we have provided these services to include the City of Boynton Beach, The School Board of Palm Beach County, City of West Palm Beach, Town of Jupiter, and Indian River. Our team's technical expertise and specialized training, a fleet of equipment, and broad scope of capabilities have assisted our clients in finding solutions to complex and difficult challenges on various projects.

We understand that the selected firm must be appropriately qualified, licensed, and be an experienced vendor fully capable of providing inspections, plan reviews, and code compliance, in accordance with Chapter 468, Part XII, Building Code Administrators & Inspectors; and Chapter 553, Building Construction Standards. The individuals performing these duties must possess valid licenses that are in good standing with the Department of Business and Professional Regulation. We also understand that this contract requires licensure in all disciplines inspection personnel will inspect.

Our mission is to provide the City of Fort Pierce with cost-effective, efficient, and accurate Inspection Services. Integrity is the keystone of our business relationship with all of our clients.

When you work with UES, you'll be interacting with industry professionals who pride themselves on the highest level of integrity, dependability, ethics, and quality of work who are also exceptionally innovative, dynamic, and responsive. We want our clients to think of UES as an extension of their organizations and their trusted advisors.

AUTHORIZED REPRESENTATIVES/VENDOR SERVICE REPRESENTATIVES

Tom Montano, PE
Port St. Lucie Branch Manager
607 NW Commodity Cove
Port St. Lucie, FL 34986
P: (772) 924-3575
E: tmontano@teamues.com

Matthew Chaney, BN
Port St. Lucie Building Inspections Dept. Manager
607 NW Commodity Cove
Port St. Lucie, FL 34986
P: (772) 924-3575
E: mchaney@teamues.com

Matthew Chaney will serve as Project Manager for this contract. He will assign personnel as projects are awarded and will oversee each project personally. Matthew will be involved in ensuring reviews are performed according to the scope of services and in developing the budget for each.

Our Port St. Lucie office has a network of support from our other South Florida offices, including Miami, West Palm Beach, and Clewiston. With multiple branch offices located near the City of Fort Pierce, UES is uniquely positioned to draw from a large pool of resources, skill sets, and capabilities in order to provide superior geotechnical services required under this contract.

Our Principals have thoroughly reviewed and understood this RFP, its related documents, and the anticipated scope of work. This Request for Proposal package has been made without collusion with any other person or entity submitting a proposal pursuant to this RFP. UES attests that the information provided in this RFP response is complete, current, and factual.

Our team is ready to serve as an extension of your staff, and we will represent the City of Fort Pierce in the best possible way. UES' reputation, facilities, and culture attract some of the industry's most experienced and knowledgeable professionals. Many of our staff have been with the company for 10 years or more. An unmistakable passion for excellence is ever-present, as is a camaraderie and eagerness to teach, learn, and contribute to our clients' success.

On behalf of our entire team, we would like to thank you for this opportunity, your time, and consideration. We look forward to working with the City of Fort Pierce and providing reliable plan reviews throughout this contract and beyond. If you need to contact us for any reason, please feel free to contact the undersigned.

Respectfully,
GFA International, Inc., dba Universal Engineering Sciences

Tom Montano, PE -
Port St. Lucie Branch Manager
(772) 924-3575
tmontano@teamues.com
607 NW Commodity Cove
Port St. Lucie, FL 34986

SECTION 2:
ADDENDA ACKNOWLEDGMENT

AS OF THE SUBMISSION DATE, UES ACKNOWLEDGES THAT THE CITY HAS NOT ISSUED ANY ADDENDA FOR THIS OPPORTUNITY.

SECTION 3:
BUSINESS REQUIREMENTS

A. W-9

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

GFA International, Inc.

2 Business name/disregarded entity name, if different from above.

DBA Universal Engineering Sciences

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) N/A

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3532 Maggie Blvd

6 City, state, and ZIP code

Orlando, FL 32811

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

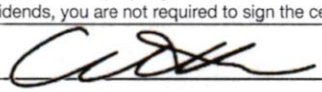
6	5	–	0	8	7	4	9	6	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here Signature of U.S. person  Date 01/02/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Cat. No. 10231X

Form **W-9** (Rev. 3-2024)

SECTION 4:
QUALIFICATIONS/ EXPERIENCE

B. BUSINESS LICENSE

LICENSEE DETAILS

4:00:39 PM 10/13/202

Licensee Information

Name:	**GFA INTERNATIONAL, INC.** (Primary Name) **UNIVERSAL ENGINEERING SCIENCES** (DBA Name)
Main Address:	**1215 WALLACE DRIVE** **DELRAY BEACH Florida 33444**
County:	**PALM BEACH**

License Information

License Type:	**Engineering Business Registry**
Rank:	**Registry**
License Number:	**4930**
Status:	**Current**
Licensure Date:	**02/12/1988**
Expires:	

A. UES' ABILITY AND EXPERIENCE IN PROVIDING SIMILAR SERVICES

UES is well-versed in the Florida statutory code compliance nuances and has over 20+ years of experience in providing both private provider code compliance services and city/county building department services.

With a growing demand for construction plans review and inspection services, UES has become the most reliable, cost-effective resource for government extension assistance. We provide expert assistance to our municipal clients to help them improve their level of service to the community while simultaneously reducing their operational cost.

Our staff is certified to meet all the requirements of Florida Statute Chapters 468 Part XIII, 471, 481, and 633, as well as Florida Building Code Chapters 18 and 134, and can ensure compliance with local, state, and federal codes as well as the City building safety staff any other applicable Chapters of the County Planning and Development Department's codes and ordinances.

Our professional staff consists of multi-certified professionals who meet, and in most cases, surpass the minimum requirements as stated in the RFP with regards to education, certifications, and experience.

We understand that we will be providing Building Official Services for the City of Fort Pierce. All of our building officials are State of Florida Certificated as a Building Code Administrators and many hold several other certifications such as those for fire and electrical.

INSPECTION CREDENTIALS:

- Master Code Professional (International Code Council)
- Certified Building Official (International Code Council)
- Certified Building Official (Council of American Building Officials)
- Code Enforcement and Administration Professional (Southern Building Code Congress International)

UES IS CAPABLE OF PROVIDING THE FOLLOWING BUILDING CODE SERVICES:

- Inspection and Plan Review Services
- Quality Assurance Services
- Punchlist Origination Services
- Threshold/Balcony Inspection Services
- Due Diligence/ Property Condition Assessment Services
- Window Testing
- Blower Door Testing
- Stucco Evaluations
- Photometric Studies
- Green Building Evaluation
- Sound Measurements

Once a UES inspector is approved by the City and assigned a task, they will report for work and remain available to perform inspection duties during regular business hours or as otherwise required. UES personnel will report directly to the City Building Official or their designee, and personnel changes will not occur without the City's prior written consent.

Upon receiving assignments, UES inspectors will conduct residential and commercial inspections to ensure compliance with the Florida Building Code, State Statutes, and local codes and ordinances. Inspection services will cover both residential and commercial environments within the City. Inspectors will provide written comments for any non-compliance issues, referencing applicable codes and regulations.

UES inspectors will generate written inspection reports using the City's designated inspection forms and log daily inspection results and hours worked in the City's permitting tracking system. All deficiencies identified will include proper code citations, as required by Florida Statutes. Certified staff will also communicate with contractors, architects, engineers, and citizens regarding construction projects, code questions, and other concerns.

All UES inspectors are equipped with late-model vehicles outfitted with mobile computing solutions featuring the latest hardware and software upgrades. This setup enhances communication capabilities, enabling inspectors to deliver real-time inspection results and relevant documentation directly from the field. Each inspector is also provided with a smartphone, and contact information, including phone numbers, is shared with municipal partners and customers for seamless communication.

UES inspectors prioritize clear and concise documentation for all inspections. They prepare correction notices, hold office hours, respond to inquiries via phone, and provide field assistance as needed by the jurisdiction. Our team is committed to delivering a level of service that mirrors the quality and professionalism of your jurisdiction's own staff.

INSPECTIONS AND RECORD KEEPING

UES' Inspection staff, upon notification from the permit holder or representing agent, shall make or cause to make, the inspections required by the Florida Building Code; and shall either approve that portion of the work completed, or shall notify the permit holder or representing agent, wherein the same fails to comply by providing a written notice of the violation of the code, and/or corrections ordered. UES will be responsible for producing and signing a fully completed inspection report form indicating whether the inspection passed or failed. UES will post this form at the project site.

UES will turn over a complete set of all assigned and completed inspections along with the certificate of occupancy once approved by the building official. UES will also maintain a copy of all project documents for seven years after project close out.

MUNICIPAL SUPPORT

UES provides hundreds of municipalities throughout the United States with cost-effective and timely solutions for their professional engineering needs. As a well-established and rapidly growing firm, we deliver comprehensive and integrated services, extensive technical expertise, and a commitment to completing projects on time and within budget. UES conducts training and mentoring throughout the year to ensure that this concept is followed by appropriate actions. Hiring professional, reliable staff is the base to providing exceptional service.

We take pride in providing exceptional service to our customers. Our staff has the necessary training, education, tools, and equipment to perform the services under this contract including professional logoed uniforms.

It is UES' obligation to be cost conscious in meeting our clients' needs. We are responsive to those needs without compromising the integrity of our work and have developed an effective process of partnering with our clients throughout the term of our contracts. It is our mission to communicate with our clients before and during the work to come to mutually agreeable terms. We intend to provide the City with a level of comfort knowing that UES views cost management as a critical concern.

UES maintains full management control over the scheduling and quality of our work. Should a problem arise, we would urge your representative to contact our Senior Management and/or Principals for immediate resolution.

You can be assured that if selected for this contract, UES will provide The City with exceptional service.

The preceding process outlines the proposed approach to comply with the scope of services contained in this RFP. UES will maintain quality services to The City through stringent permitting and inspection methodologies and effective customer service programs.

RESOURCES

Our firm offers a highly qualified team of licensed Building Officials, Inspectors, and Plans Examiners, supported by advanced equipment, software, and materials. We assign work based on team member expertise and project needs, ensuring the right personnel are allocated for each task. Our team includes specialists in structural, roofing, plumbing, electrical, gas, fire prevention, mechanical systems, accessibility, and energy compliance. We maintain a high level of service through well-established procedures, regular training, and stringent quality control protocols to meet Florida's regulatory standards.

With 19 locations throughout Florida, UES is capable of performing services for a range of clientele and locations.

Our South Florida locations boast immensely qualified staff, including a Lead Special Inspector with more than three decades of experience, as well as:

- 9 Florida Registered Professional Engineers
- 7 Engineering Interns
- 3 Special Inspectors for Threshold Buildings
- 5 Florida Licensed Building Officials
- 3 ICC Master Code Professionals
- 11 Florida Licensed Plan Reviewers
- 23 Florida Licensed Building Inspectors

FACILITIES EQUIPMENT AND CAPABILITIES

GADGET SOFTWARE

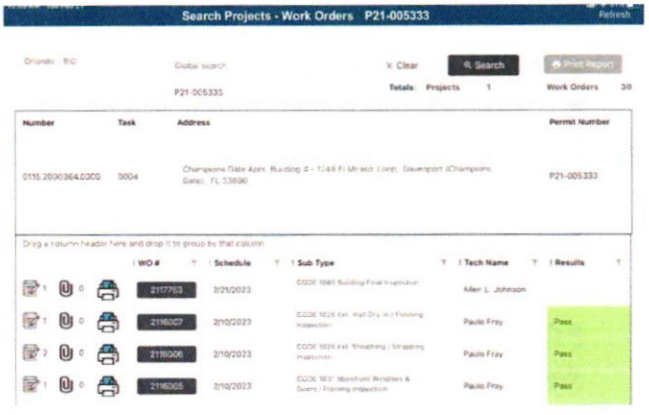
UES' Building Inspections Department utilizes Gadget software. Before this, UES personnel produced paper reports at each establishment and mailed them to the clientele. The department has now streamlined its processes, providing inspectors with iPads equipped with the Gadget inspections application. This software allows our inspectors to upload their schedules automatically and adjust them in real time (adding inspections and recording cancellations).

The Gadget program also features maps and directions to each location. It connects to the iPad camera, enabling inspectors to add onsite photos to any report.

The Gadget program also allows staff to add RFI documentation or DesignPro letters to their reports. Although inspection teams provide handwritten reports onsite (as an extra level of organization for the contractor), they can submit them to the office immediately. The instant upload feature reduces the need for reporting typed by administrative staff and speeds up report turnaround times.

UES can and will use the City's Software when necessary.

The Gadget program will also allow contractors access through a dedicated portal. There, they may schedule whatever services are needed anytime, eliminating the need for emails or phone calls. The Gadget program is just one feature of the technological revolution in architecture, engineering, and construction. UES is proud to join the many firms transitioning to this technology, with Gadget as a catalyst to streamline the flow of information for our inspection staff.



COMMUNICATION

As noted, our inspectors are all equipped with late-model vehicles equipped with a mobile computing solution with the latest upgrades in hardware and software. This setup provides staff with enhanced communication abilities. The mobile system allows the inspector to provide accurate time inspection results and other documents in the field. In addition, every employee has a smartphone. The cell phone numbers are shared with our municipal partners and our customers as well.

SUSTAINABILITY INITIATIVE

UES expresses our commitment to corporate social responsibility by encouraging and implementing sustainable practices, decisions, and recommendations among our employees and daily operations. Our sustainable practices incorporate programs to conserve natural resources and reduce environmental impact, while increasing employee awareness. These actions are rooted in our belief that sound environmental stewardship benefits our communities, employees, clients, and company.

THE FLEET

UES prides itself on providing the most timely, economical services possible to our clients.

Our ability to mobilize to a project and quickly deliver an accurate and comprehensive report is unmatched in the industry.

Through a series of combined measures, we have reduced fleet gasoline consumption and greenhouse gas emissions.

The following practices reduce our fleet's environmental impact:

- GPS technology in more than half of our service vehicles, which allows us to monitor and reduce miles driven
- Overall program of regular vehicle maintenance and replacement, vehicle-mix modification, and continual fleet updating to stay current on safety and performance features
- "Right-sizing" vehicles to actual need to help ensure a better blend of smaller, more efficient vehicles. For example, UES now uses more fuel-efficient vehicles rather than larger trucks.

WILLINGNESS AND ABILITY TO MEET TIME AND BUDGET REQUIREMENTS

The project team presented in this proposal, including our field personnel, are committed to being available to serve the City of Fort Pierce whenever called upon. This City of Fort Pierce contract will be assigned a high priority. Our team will function as an extension of the organization. We will safely complete every assignment with outstanding performance while maintaining our budget and high-quality standards to earn your trust.

UES will treat the City of Fort Pierce as a most-favored customer. We will prioritize ourselves managerially and fiscally for your staff and this project.

Based on our current and projected workload, we have the manpower and equipment to increase our current workload volume by fifteen percent. Due to the nature of our inspection services, many of our projects vary in duration, typically ranging from two to four weeks. We have allocated additional field personnel and office support staff to ensure all of our assignments are completed promptly. We pride ourselves in completing assignments safely, within budget, and on time with the appropriate resources.

We can immediately staff projects full-time and have personnel available for "will call" or intermittent assignments. UES further asserts that personnel assigned to this project will come from existing resources and that only experienced and well-qualified personnel will be assigned to perform our services.

The assigned staff will be available to begin the specified projects and continue the work on an as-needed basis.

The dedication of the personnel necessary to staff and complete the various tasks on this project will not overload our current technical and management staff capacity.

SCHEDULE DEVELOPMENT

Reasonable schedules will be developed using standard scheduling techniques including a project network with critical path layouts, and milestone planning during development of the project schedules. During performance of the project, we will make real-time comparisons against the planned project schedule to monitor the progress of the project. Variances between the planned versus actual schedule will be closely monitored and investigated to determine if any issues are being encountered.

If issues are encountered, corrective actions will be initiated. When these project cost and/or schedule issues are identified, the contract manager will characterize the extent of the issue and devise contingency plans as appropriate, such as:

- Direct the allocation of additional resources as necessary to accomplish the work in a timely, cost-effective fashion
- Analyze the schedule logic for a change in sequence of work elements to maintain milestone dates (i.e., expedite up-coming task schedules)
- Establish new dates for task completions/ milestones after consultation and approval

These corrective actions will enable UES to meet established performance goals. UES' network of offices located throughout Florida allow for rapid mobilization to project locations, minimizing travel time. All management and field personnel also have smartphones, allowing for frequent updates during critical work phases. Additionally, our staff have access to laptop computers, enabling implementation of last minute changes to the workscope as necessary.

Our staff strives to develop and drive realistic project schedules for every task we receive.

As thorough as this process is, UES never forgets that many of our clients require expedited services due to tight schedules. Whether it is speed-to-market demands or site viability, UES will waste no time in providing the professional services necessary for the City of Fort Pierce to make decisions based on our results.

UNDERSTANDING THE CITY'S NEEDS

With UES' dedicated inspections staff, the City of Fort Pierce may expect deliverables and reports provided as scheduled.

Additionally, UES is familiar with - and well versed in - providing expedited service to meet time constraints for various situations, such as life safety code upgrades and scheduling/prioritizing of maintenance. We will accommodate the City's scheduling needs, and complete the inspections described in the Scope of Services as the City requires.

B. LISTING OF SIMILAR PROJECTS WITHIN THE PAST 5 YEARS

For this contract, UES has assembled a team of multi-disciplined inspectors, and engineers who offer decades of inspections and building department administration experience. Their collective expertise includes a thorough, complete understanding of Florida's Building Code and other federal, state, and local laws, rules, regulations, directives, codes and ordinances.

Our building officials, plans reviewers and inspectors, and building code specialists have many years of first-hand experience performing these services for local municipal building departments.

Many have witnessed and managed the privatization of their former municipal departments and have recognized the benefits.

Our clients rely on UES to provide continuous, uninterrupted services regardless of vacations, illnesses, increases in workloads, or special projects Due to our large staff pool, UES is able to provide service utilizing in-house permanent staff. UES does not need to utilize subcontractors.

We have performed inspections - and related scopes - for municipalities throughout South Florida, including those noted below:

Client/Project	Scope/Description	Term of Agreement
Martin County	Municipal support continuing contract: plans review and building inspections	Ongoing (2019-present; piggyback from Town of Jupiter)
Indian River County	Municipal support continuing contract: plans review and building inspections	Ongoing (2019-present)
St. Lucie County	Plan Review and Building Inspection Services	2021 - 2022
Town of Jupiter	Continuing contract for professional building inspections, plan review services and permit technicians for all town-wide construction projects	Ongoing (2023-present)
City of Boynton Beach	Continuing contract for professional building inspections, plan review services and permit technicians for all town-wide construction projects	Ongoing (May 2021 - present)
City of West Palm Beach	Continuing contract for professional building inspections, plan review services and permit technicians for all town-wide construction projects	Ongoing
Town of Palm Beach	Plan Review and Building Inspection Services	Ongoing
Oleander Oaks	Plan review, private provider inspections for new home community in Ft. Pierce, FL.	Ongoing (May 2023-present)
Lennar Homes (Bent Creek: Phases 1 and 2)	Plan review, private provider inspections for community of over 100 single-family homes. GFA dba UES is currently aiding the release of the first 30+ homes (part of phase 2).	Ongoing (August 2022-present)
LGI Homes (Celebration Pointe)	Plan review, private provider inspections for community with over 70 single- and multi-family homes. UES is currently assisting the client with the next phase.	Ongoing (2020-present)

C. REQUIRED LICENSES TO PERFORM SERVICES

LICENSEE DETAILS

Licensee Information

Name:	**GFA INTERNATIONAL, INC.** (Primary Name) **UNIVERSAL ENGINEERING SCIENCES** (DBA Name)
Main Address:	**1215 WALLACE DRIVE** **DELRAY BEACH Florida 33444**
County:	**PALM BEACH**

License Information

License Type:	**Engineering Business Registry**
Rank:	**Registry**
License Number:	**4930**
Status:	**Current**
Licensure Date:	**02/12/1988**
Expires:	

CORPORATE CERTIFICATE OF STATUS

State of Florida
Department of State

I certify from the records of this office that GFA INTERNATIONAL, INC. is a corporation organized under the laws of the State of Florida, filed on October 20, 1998.

The document number of this corporation is P98000089761.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 20, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of January, 2023

Secretary of State

Tracking Number: 7855421186CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

SUNBIZ

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

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UNIVERSAL ENGINEERING SCIENCES

Filing Information

Registration Number	G20000159003
Status	ACTIVE
Filed Date	12/15/2020
Expiration Date	12/31/2025
Current Owners	1
County	MULTIPLE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

1215 WALLACE DRIVE
DELRAY, FL 33444

Owner Information

GFA INTERNATIONAL, INC.
1215 WALLACE DRIVE
DELRAY, FL 33444
FEI/EIN Number: 65-0874962
Document Number: P98000089761

Document Images

12/15/2020 -- Fictitious Name Filing View image in PDF format

D. PERSONNEL LICENSES

Thomas Montano, PE - Branch Manager

Licensee Information

Name:	MONTANO, THOMAS DOMINIC (Primary Name)
Main Address:	6087 DIMOND STREET JUPITER Florida 33458
County:	PALM BEACH

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	84146
Status:	Current,Active
Licensure Date:	12/16/2017
Expires:	02/28/2025

Special Qualifications	Qualification Effective
Civil	08/01/2016

Luiz Martinez, BN

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER: BN369 — EXPIRATION DATE: NOVEMBER 30, 2025

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
RESI, BLDG

MARTINEZ, LUIS ALFREDO
8306 QUITO PLACE
WELLINGTON FL 33414

ISSUED: 01/23/2024

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Matthew R. Chaney, BN

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER: BN7342 — EXPIRATION DATE: NOVEMBER 30, 2025

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
BLDG

CHANEY, MATTHEW RICHMOND
195 RIVER GROVE WAY
WEST PALM BEACH FL 33407

ISSUED: 12/04/2023

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LICENSEE DETAILS — 3:09:35 PM 1/8/2025

Licensee Information

Name:	MARTINEZ, LUIS ALFREDO (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1233
Status:	Current,Active
Licensure Date:	10/16/2001
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Standard	
Continuing Education Exemption	06/27/2024

Juan Hernandez, PE

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — FBPE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HERNANDEZ, JUAN CARLOS
1924 NW FEDERAL HWY.
APT. 2302
STUART FL 34994

LICENSE NUMBER: PE58638
EXPIRATION DATE: FEBRUARY 28, 2025

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LICENSEE DETAILS — 3:09:13 PM 1/8/2025

Licensee Information

Name:	MARTINEZ, LUIS ALFREDO (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX881
Status:	Current,Active
Licensure Date:	04/24/1995
Expires:	11/30/2025

Special Qualifications	Qualification Effective
Building	
Continuing Education Exemption	06/27/2024

Timothy Rowe, BN

Ron DeSantis, Governor
Melanie S. Griffin, Secretary
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
CE,EC, MECH, BLDG

ROWE, TIMOTHY PATRICK
13840 158TH STREET NORTH
JUPITER FL 33478

LICENSE NUMBER: BN4350
EXPIRATION DATE: NOVEMBER 30, 2025
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ISSUED: 11/22/2023

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Jeffrey Sheffield, BN

Ron DeSantis, Governor
Melanie S. Griffin, Secretary
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
RESI

SHEFFIELD, JEFFREY
2370 SW 22ND CIR E
OKEECHOBEE FL 34974

LICENSE NUMBER: BN8553
EXPIRATION DATE: NOVEMBER 30, 2025
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ISSUED: 12/12/2023

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LICENSEE DETAILS *2:55:28 PM 1/8/2025*

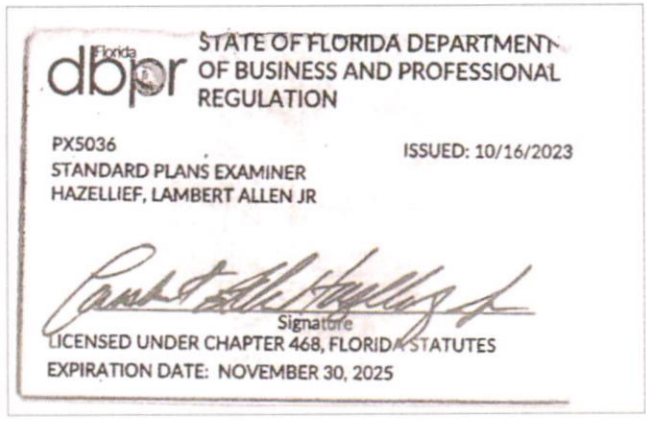
Licensee Information

Name:	**SHEFFIELD, JEFFREY (Primary Name)**
Main Address:	***Private Address* *Private Address* *Private Address* *Private Address* *Private Address***

License Information

License Type:	***Standard Roofing Inspector (SRI)***
Rank:	**Std roofing ins**
License Number:	**SRI197**
Status:	**Current,Active**
Licensure Date:	**01/11/2023**
Expires:	**11/30/2025**

Lambert "Allen" Hazellief, BN



Florida dbpr
STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

PX5036
STANDARD PLANS EXAMINER
HAZELLIEF, LAMBERT ALLEN JR

ISSUED: 10/16/2023

Signature

LICENSED UNDER CHAPTER 468, FLORIDA STATUTES
EXPIRATION DATE: NOVEMBER 30, 2025

LICENSEE DETAILS *3:00:09 PM 1/8/2025*

Licensee Information

Name:	**HAZELLIEF, LAMBERT ALLEN JR (Primary Name)**
Main Address:	**7175 NE 7TH ST OKEECHOBEE Florida 34974**
County:	**OKEECHOBEE**

License Information

License Type:	**Standard Inspector**
Rank:	**Inspector**
License Number:	**BN7593**
Status:	**Current,Active**
Licensure Date:	**01/04/2019**
Expires:	**11/30/2025**

Special Qualifications	Qualification Effective
Building	**01/04/2019**
Electrical Inspector	**06/04/2024**

LICENSEE DETAILS *2:58:53 PM 1/8/2025*

Licensee Information

Name:	**HAZELLIEF, LAMBERT ALLEN JR (Primary Name)**
Main Address:	**7175 NE 7TH ST OKEECHOBEE Florida 34974**
County:	**OKEECHOBEE**

License Information

License Type:	**Home Inspector**
Rank:	**Home Insp**
License Number:	**HI9895**
Status:	**Current,Active**
Licensure Date:	**10/04/2016**
Expires:	**07/31/2026**

Michael Keenan, BN

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER: BN6687 — EXPIRATION DATE: NOVEMBER 30, 2025

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
BLDG, RESI, CCI, MECH, ELEC

KEENAN, MICHAEL D
6400 BOYNTON BEACH BLVD UNIT 741402
BOYNTON BEACH FL 33474

ISSUED: 10/12/2023

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LICENSEE DETAILS *3:13:09 PM 1/8/2025*

Licensee Information

Name:	KEENAN, MICHAEL D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3693
Status:	Current,Active
Licensure Date:	02/18/2016
Expires:	11/30/2025

LICENSEE DETAILS *3:13:52 PM 1/8/2025*

Licensee Information

Name:	KEENAN, MICHAEL D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Residential Plans Examiner
Rank:	Residential
License Number:	RPX310
Status:	Current,Active
Licensure Date:	04/09/2019
Expires:	11/30/2025

Robert Bentz, BN

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
ELEC

BENTZ, ROBERT JAMES
12599 SE OLD CYPRESS DRIVE
HOBE SOUND FL 33455

LICENSE NUMBER: BN8031
EXPIRATION DATE: NOVEMBER 30, 2025
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Licensee Information

Name:	BENTZ, ROBERT JAMES (Primary Name)
Main Address:	12599 SE OLD CYPRESS DRIVE HOBE SOUND Florida 33455
County:	MARTIN

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4495
Status:	Current,Active
Licensure Date:	08/03/2020
Expires:	11/30/2025

Richard Jefferson, BN, BU, PX

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

THE LIMITED INSPECTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

JEFFERSON, RICHARD F
14294 DALIA AVE
FT PIERCE FL 34951

LICENSE NUMBER: IL414
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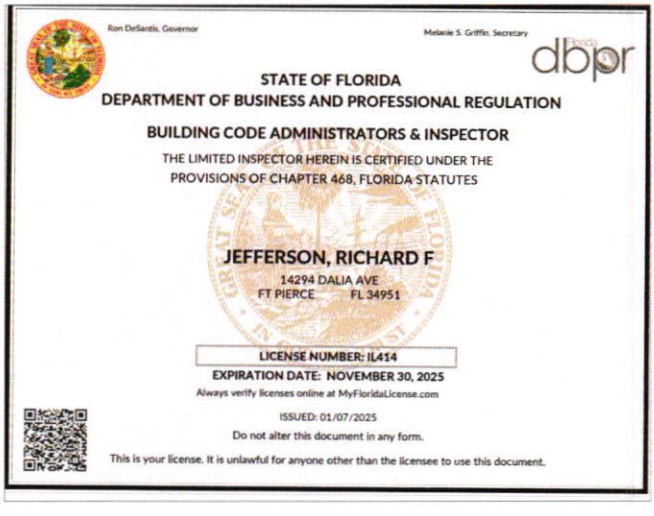
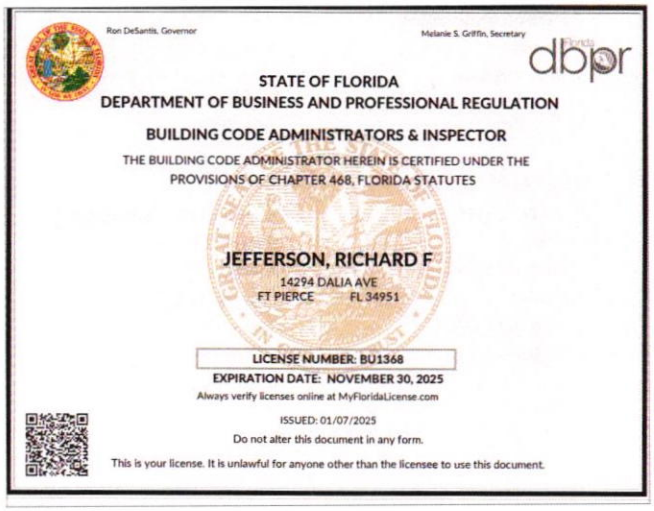


Richard Jefferson, BN, BU, PX



Ron DeSantis, Governor
Melanie S. Griffin, Secretary
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE BUILDING CODE ADMINISTRATOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

JEFFERSON, RICHARD F
14294 DALIA AVE
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LICENSE NUMBER: BU1368
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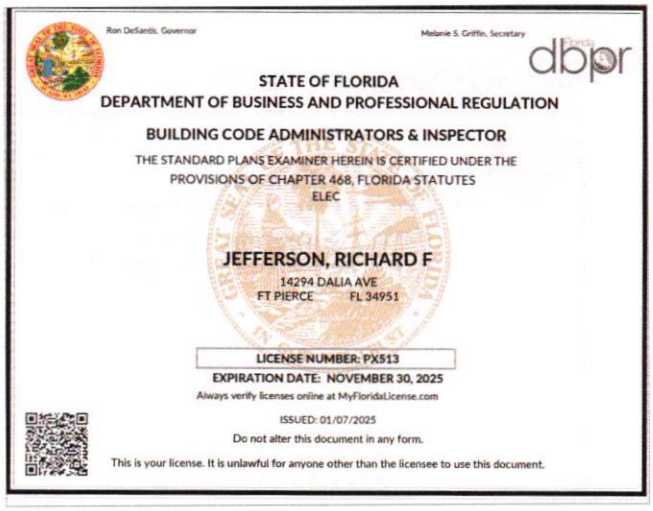

Ron DeSantis, Governor
Melanie S. Griffin, Secretary
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD PLANS EXAMINER HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
ELEC

JEFFERSON, RICHARD F
14294 DALIA AVE
FT PIERCE FL 34951

LICENSE NUMBER: PX513
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Tom Montano, PE

Branch Manager

Tom has over 13 years of experience in the construction industry. As UES' Port St. Lucie Branch Manager, Tom is responsible for overseeing his staff and all the work that is performed from the branch office. He is involved in all aspects of the business, including client relations, project management, scheduling, and training. Tom's project management experience includes educational facilities, industrial facilities, port, aviation, commercial facilities, multi-story condominiums, and infrastructure projects.

Education

BS, Civil Engineering, Rensselear Polytechnic Institute

Years of Experience

13

Licenses

- Professional Engineer - FL #84146

PROJECT EXPERIENCE

Bent Creek Inspections/Plan Reviews
Fort Pierce, FL

UES is conducting plans reviews and private provider inspections on behalf of Lennar Homes; the community includes over 100 units. The team is currently aiding the release of more than 30 homes as a part of development phase 2. Tom serves as Branch Manager.

Celebration Pointe Inspections/Plan Reviews
Fort Pierce, FL

UES is conducting plans reviews and private provider inspections on behalf of LGI Homes; the community includes 70 single- and multi-family units. The team is currently aiding LGI with the next phase of the project. Tom serves as Branch Manager.

Continuing Contract - Martin County, Florida
Martin County, FL

UES is providing municipal support to Martin County during a continuing contract piggybacked from the Town of Jupiter. The scope includes professional building inspections, and plan review services. Tom serves as Branch Manager.

Continuing Contract - Town of Jupiter, Florida
Jupiter, FL

GFA dba UES is providing professional building inspections, plan review services, and permit technicians for all town construction projects. Tom serves as Branch Manager.

Continuing Contract - Indian River County, Florida
Indian River County, FL

UES is providing municipal support to Indian River County during a continuing contract. The scope includes professional code compliance inspections. Tom serves as Branch Manager.

Mint Car Wash
West Palm Beach, FL

Under contract with Mint Eco Car Wash, GFA dba UES is conducting private provider inspections for the car wash property at 1890 Palm Beach Lakes Boulevard. Tom serves as Branch Manager.

Matthew R. Chaney, BN

Inspections Department Manager

Mr. Chaney is a licensed Standard Inspector with eight years of experience. He currently manages the Building Inspections Department for UES' Port St. Lucie location. In this capacity, he oversees inspection teams and all inspections performed by the branch. In addition to his expertise in Building Inspections, Matthew is knowledgeable in geotechnical and structural engineering.

Education

BS, Civil Engineering, Florida Atlantic University

Years of Experience

8

Certifications

- Standard Inspector - BN 7342

PROJECT EXPERIENCE

Continuing Contract - Town of Jupiter, FL

Jupiter, FL

UES is providing professional building inspections, plan review services and permit technicians for all town-wide construction projects. Matthew manages UES' Building Inspections Department for this contract.

Continuing Contract - Martin County, FL

Martin County, FL

UES is providing municipal support to Martin County during a continuing contract piggybacked from the Town of Jupiter. The scope includes professional building inspections, and plan review services. Matthew serves as UES' Building Inspections Department Manager.

Continuing Contract - Indian River County, FL

Indian River County, FL

UES is providing municipal support to Indian River County during a continuing contract. The scope includes professional code compliance inspections. Matthew manages UES' Building Inspections Department.

The Waterclub

North Palm Beach, FL

As an Inspector for the new construction of two, 23-story condominiums, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, red iron, and all other interior nonstructural inspections.

FPL Corporate Office

Palm Beach Gardens, FL

A six-story, 270,000 square foot office building with Monitoring w a three story parking garage on a 38 acre site. Our scope of services included Threshold Inspections and Construction Material Testing.

The Bristol Condominium

West Palm Beach, FL

The project is located on the Intracoastal Waterway on the west side of Flagler Drive, just south of the Royal Palm Way Bridge. The project consisted of constructing a 626,016 gross sq. ft., 23-story tower providing 65 residential units, 15 guest suites, amenity spaces, and mechanical equipment floor. In addition, it included two levels of parking, with one level partially below grade providing approximately 192 parking spaces.

5000 N. Ocean

North Palm Beach, FL

As an Inspector for the construction of a 20-story condominium, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, red iron, and all other interior nonstructural inspections.

Juan C. Hernandez, PE

Mechanical Inspector

Mr. Hernandez is a State of Florida registered professional engineer who specializes in Mechanical Engineering. Juan has over 30 years of experience in mechanical engineering, and serves in the code compliance division of UES' Port St. Lucie location. He performs mechanical inspections for residential and commercial buildings to ensure compliance with applicable codes.

Years of Experience

30

Licenses

- Professional Engineer - FL #52659

PROJECT EXPERIENCE

Town of Jupiter - Plan Review, Inspections, and Permit Technicians (Continuing Contract)
Jupiter, FL

Under UES' continuing contract with the Town of Jupiter to provide professional building inspections, plan review services and Permit Technicians for all town construction projects,
Mr. Hernandez provides mechanical inspections on various residential and commercial structures on an as-needed basis.

City of Fort Pierce - Plan Review and Inspections (Continuing Contract)
Fort Pierce, FL

Mr. Hernandez serves as Mechanical Inspector for UES' continuing contract with the Town of Jupiter to provide professional building inspections, plan review services and Permit Technicians for all citywide construction projects. He provides mechanical inspections on various residential and commercial structures on an as-needed basis.

Village of Indiantown Building Code Administration (Continuing Contract)
Village of Indiantown, FL

UES has a continuing contract with the Village of Indiantown to provide complete Building Code Administration services. Specific services include Building Official, permitting and plan review, and building code inspections for all construction projects within the Village. Mr. Hernandez provides mechanical inspections on various residential and commercial structures as needed.

Timothy Rowe, BN

Special Inspector

Timothy Rowe is a Florida-licensed Standard Inspector with 40 years of experience in general contracting, electrical and the mechanical industry. He is adept in handling the complexities of code compliance in a professional manner, with areas of expertise including quality assurance, building inspection, mechanical inspection, project management, and plans examination.

Years of Experience

40

Licenses

- Standard Inspector - FL #BN4350

PROJECT EXPERIENCE

Villa Vizcaya Apartment Garages

Port St. Lucie, FL

The Villa Vizcaya Apartment Garages contract is ongoing. UES is providing plan reviews for garage structures at the Villa Vizcaya community. Tim serves as a plans reviewer.

Villa Vizcaya Apartments

Port St. Lucie, FL

The Villa Vizcaya Apartments project consisted of 30 two-story apartment buildings. Tim has been involved in the post-tension slab inspections and wood frame buildings. Additionally he performed numerous electrical and mechanical inspections.

Lake Park Industrial

Lake Park, FL

Tim performed all structural inspections for this160,000 SF industrial building. The project was built by Miller Construction Company and involved tunnel form construction.

Westgate Art Storage

West Palm Beach, FL

Tim performed many structural inspections including masonry, steel construction, and conventional steel decks for this 50,000 SF art storage facility built by the Brickel Group.

PRIOR EXPERIENCE

Town of Jupiter

Jupiter, FL

Timothy was the Building Inspector for the Town of Jupiter. His responsibilities included building inspections to ensure compliance with the Town's codes and regulations.

Jeffrey Sheffield, BN

Inspector

Jeffrey serves UES' Port St. Lucie location as an Inspector with 28 years of construction experience. He is a licensed Standard Inspector and Certified Building Contractor. His expertise includes robust knowledge of local building codes as well as residential construction.

Years of Experience

28

Licenses

- Standard Inspector - BN8553
- Certified Building Contractor - CBC1253465
- Certified Roofing Contractor - CCC1330294

PROJECT EXPERIENCE

Surf's Edge at Indian River Shores
Indian River Shores, FL

As consultant to Lutgert Vero, LLC, UES has been contracted to provide construction materials testing for a three-story condominium. Jeffrey serves as a Building Inspector.

Bent Creek
Fort Pierce, FL

As consultant to Lennar Palm Atlantic Division, UES has been contracted to conduct private provider inspections for a subdivision. Jeffrey serves as a Building Inspector.

Blue Sky - Threshold
Fort Pierce, FL

As consultant to Blue McNeilOne, LLC, UES has been contracted to conduct threshold inspections. Jeffrey serves as a Building Inspector.

Jupiter Medical Center Emergency Department Expansion
Jupiter, FL

UES has been contracted to conduct threshold inspections for an emergency department expansion, for Jupiter Medical Center. Jeffrey serves as a Building Inspector.

Bridgewater Estate
Jupiter, FL

UES is performing roofing inspections (as part of facilities condition assessments) for the Bridgewater Estate subdivision. Assessments and inspections are occurring for Pulte Homes. Jeffrey serves as a Building Inspector.

Jupiter Medical Surgical Institute Expansion
Jupiter, FL

UES has been contracted to conduct materials testing for Jupiter Medical Center's expansion of an existing medical surgical institute. Jeffrey serves as a Building Inspector.

Celebration Pointe
Fort Pierce, FL

UES has been contracted to conduct blower door testing for homes within a Fort Pierce subdivision. Work is occurring for LGI Homes of Florida. Jeffrey serves as a Building Inspector.

Lambert (Allen) Hazellief, BN, PX, HI

Building Inspector

With seven years of experience (including Florida licensure as a Home Inspector, Standard Inspector, and Plans Examiner) Allen serves UES Port St. Lucie as a Building Inspector. His expertise includes building codes, regulations, inspections, and plans reviews for residential and commercial projects. He also has experience conducting safe structure and site inspections.

Education

AAS, Renewable Generation -Instrumentation and Control, Bismarck State University

Years of Experience

7

Licenses

- Standard Inspector - FL #BN7593
- Standard Plans Examiner - FL #PX5036
- Home Inspector - FL #HI9895

PROJECT EXPERIENCE

Flowing Well Community - Brighton Seminole Reservation

Okeechobee, FL

Allen completed inspections for new construction of a residential community including 70 homes.

Lakeland Community Center - Lakeland Seminole Reservation

Lakeland, FL

Allen performed inspections for new construction of an administration building and gymnasium.

Lakeland Community - Lakeland Seminole Reservation

Lakeland, FL

Allen performed inspections for new construction of a residential community including 149 homes.

Tampa Hard Rock Casino - Seminole Hard Rock Casino

Tampa, FL

Allen conducted inspections for new construction of a 14-story hotel and parking structure, as well as casino renovations.

Brighton Casino and Hotel - Brighton Seminole Reservation

Okeechobee, FL

Allen completed inspections for new construction of a casino and four-story hotel.

Brighton Ahfachkee School - Brighton Seminole Reservation

Okeechobee, FL

Allen performed inspections for new construction of a cultural center, school buildings, library, and boys and girls' club.

Senior Center - Big Cypress Seminole Reservation

Clewiston, FL

Allen conducted inspections for new construction of a senior center facility on the reservation.

Preschool - Big Cypress Seminole Reservation

Clewiston, FL

Allen conducted inspections for new construction of a preschool on the reservation.

Robert J. Bentz, BN, PX

Electrical Inspector

Robert's industry experience includes over 45 years in electrical construction. He is a licensed Electrical Contractor, and previous owner of an electrical construction firm specializing in residential, multi-family, commercial and Industrial efforts. His expertise includes installing high voltage electrical equipment and distribution components. In addition to Robert's electrical expertise, he holds designations as a Standard Inspector and a Plans Examiner.

Years of Experience

45

Licenses & Certifications

- Standard Inspector - BN8031
- Plans Examiner (Electrical) - PX4495
- Electrical Contractor - EC13006616

PROJECT EXPERIENCE

Bent Creek - Private Provider Inspections

Fort Pierce, FL

As consultant to Lennar Palm Atlantic Division, UES is conducting private provider inspections in the Bent Creek subdivision. Robert serves as Electrical Inspector.

Celebration Pointe - Private Provider Inspections & Plan Review

Fort Pierce, FL

As consultant to Lennar Palm Atlantic Division, UES is conducting private provider inspections and plan reviews. Robert serves as Electrical Inspector.

Tradewinds at Hobe Sound aka Heron Pointe

Hobe Sound, FL

As consultant to The PRC Group Construction, UES is conducting materials testing and inspections. Robert serves as Electrical Inspector.

Lost Tree - Private Provider Inspections

Vero Beach, FL

As consultant to Ryan Homes, UES is conducting private provider inspections for the Lost Tree subdivision. Robert serves as Electrical Inspector.

GFA International, Inc., dba Universal Engineering Sciences

Robert serves UES' Port St. Lucie location as an Electrical Inspector.

Bentz Electrical Consulting (2013-2022)

Robert provided consulting services to owners, contractors, and construction managers. His consulting expertise includes estimating, value engineering, plan reviews, and electrical inspections.

Bentz Electrical Contractor (1971-2013)

As business owner, Robert conducted electrical scopes of work for various environments, including residential, multi-family, commercial and industrial projects. The firm's expertise included installation of high voltage electrical equipment as well as distribution components.

UES

Years of Experience

39

Expertise

- Coordination of FEMA-required Damage Assessment

Licenses

- Standard Inspector - #BN369
- Plans Examiner - #PX881
- Building Code Administrator - BU #1233

Certifications

- ICC - Building Code Official
- ICC - Plumbing Code Official
- ICC - Mechanical Code Official
- ICC - 1&2 Family Residential Inspector
- FEMA (NIMS) Training Certificates (100, 200, 300, 400 and 700 Series)

Luis A. Martinez, BN, BU, PX

Building Inspector

Luis' industry experience includes over 39 years in the construction industry. He maintains Florida licensing as a Standard Inspector, Building Code Administrator, and Plans Examiner, and also holds various certifications, including ICC and FEMA disciplines. His repertoire includes serving various municipalities within their respective building departments.

EMPLOYMENT HISTORY/ PROFESSIONAL EXPERIENCE

GFA International, Inc., dba Universal Engineering Sciences (May 2023-present)

Luis serves UES' Port St. Lucie location as a Building Inspector, Building Code Administrator, and Plans Examiner.

Building Official - Town of Indian River Shores (April 2020-May 2023)

Indian River Shores, FL

As Building Official, Luis planned and directed the regulation and inspection of building construction, electrical, mechanical and plumbing installations; and directed enforcement of related federal, state, and local laws. He participated in technical work reviewing all types of construction drawings, plans, and specifications to ensure compliance with applicable codes and ordinances. He also oversaw inspections prior to the issuance of construction permits, Certificates of Occupancy, and Certificates of Completion. He directed and conducted field inspections to assure compliance with applicable building codes, federal, state, and local laws and rules, and maintained knowledge of code changes affecting building system installations. Further, he reviewed and examined various construction plans covering residential and commercial construction (for compliance with local laws and ordinances, and State and Federal Laws, Statutes, and Codes). Luis also interpreted, explained, and discussed codes and regulations with contractors, design professionals, and homeowners. Additionally, he monitored inspector training and certification records to ensure that all inspectors maintained requisite specialty licenses and required training for license renewal.

Zoning Administrator - City of Anderson, SC (May 2018-March 2020)

Anderson, SC

As Zoning Administrator, Luis was responsible for review and enforcing all City zoning ordinances, engaging with the public to discuss zoning violations, and representing the City on matters of zoning and code enforcement in compliance court. He also collaborated with other departments and public officials to provide zoning interpretations, and assisted in writing staff reports for the Zoning Board of Appeals.

Building Official - City of Lake Worth, FL (May 2018-March 2020)

Lake Worth, FL

While employed by the city of Lake Worth, Luis gained extensive experience as a Building Official, where he provided final interpretations of building codes, statutes, and ordinances, offering guidance to contractors, builders, and the public on compliance with City policies and procedures. He recommended updates and prepared revisions to construction codes to maintain current standards. Luis managed technical and administrative staff, overseeing the enforcement of building codes and business tax certificate regulations. His responsibilities included scheduling and assigning work, monitoring progress, conducting performance evaluations, preparing the division's budget, and ensuring

expenditures were aligned with financial plans. He established operational policies for the Building Services Division, developed regulations for enforcing business tax certificates, and advised the City Manager and Director of Sustainability on matters related to building codes and ordinances. Additionally, Luis worked closely with the City Attorney's Office on legal cases involving code enforcement, served as the City's representative to the Building Board of Adjustment and Appeals, and provided staff support to the board.

Chief Plans Examiner - City of West Palm Beach, FL (July 1998-June 2013)

West Palm Beach, FL

As the city's Chief Plans Examiner, Luis supervised and coordinated a team of up to 12 plans examiners, ensuring the accurate review of blueprints to confirm compliance with applicable codes, laws, ordinances, and standards prior to issuing permits. He interpreted, administered, and enforced the Florida Building Code while effectively communicating with City officials, department directors, building inspectors, property owners, government agencies, private sector stakeholders, and the public regarding plans and code requirements for proposed projects. Luis also directed and implemented Building Department functions for the City of Lake Worth under an interlocal agreement with West Palm Beach. His responsibilities included assisting with business tax and license processing, supervising and supporting Building Permit Clerks, conducting interviews and hiring recommendations, and training new Plans Examiners. Additionally, he performed building inspections when necessary, completed general clerical tasks, and participated in conferences, seminars, workshops, and training sessions to stay updated on industry practices.

Plans Examiner - City of West Palm Beach, FL (October 1994-July 1998)

West Palm Beach, FL

As the city's Plans Examiner, Luis reviewed construction drawings to ensure compliance with applicable building, accessibility, zoning, energy and related codes; issued building permits. He met with designers to discuss interpretations and applications of the building code, and assisted with team projects for other city departments.

Building Inspector - City of West Palm Beach, FL (February 1992-October 1994)

West Palm Beach, FL

As a city Building Inspector, Luis was responsible for conducting inspections of construction, alterations, repair, remodeling or demolition of structures and the installation of building systems, when permits are required to ensure the requirements of the Florida Building Code and public safety statutes and ordinances have been satisfied.

Code Enforcement Supervisor - City of West Palm Beach, FL (January 1990-February 1992)

West Palm Beach, FL

In this role, Luis led and supervised code enforcement teams. He was responsible for investigating complaints about nuisance properties (to determine whether condemnation conditions existed), and wrote and followed up on condemnation orders to be presented for action by the Building Board of Adjustment and Appeals.

Code Enforcement Officer - City of West Palm Beach, FL (March 1988-January 1990)

West Palm Beach, FL

Utilities Customer Service Representative - City of West Palm Beach, FL (October 1986-March 1988)

West Palm Beach, FL

Water Meter Reader - City of West Palm Beach, FL (June 1983-October 1986)

West Palm Beach, FL

Michael Keenan, CBO, BN, BU, PX, RPX

Building Inspector

As a recent addition to UES' Port St. Lucie Building Inspections Department, Mr. Keenan lends nearly four decades of extensive experience in residential and commercial new construction and remodeling projects, with a strong background in plan review and inspection across various disciplines including structural, mechanical, electrical, and plumbing. His expertise extends to a wide range of construction types, including residential, commercial, industrial, schools, fire department buildings, antenna towers, hotels, apartment buildings, marinas, fuel dispensing stations, retail spaces, assisted living facilities, parks and recreation areas, and water treatment facilities. Mr. Keenan also served as an acting building official, where he successfully implemented policy changes within the local government. Additionally, he played a pivotal role in facilitating an interlocal agreement that combined the inspection and plan review services of two municipalities.

Years of Experience

39

Licenses

- Standard Inspector - FL#BN6687
- Standard Plans Examiner - FL#PX3693
- Building Code Administrator - FL#BU2007
- Residential Plans Examiner - FL#RPX310
- Certified General Contractor - FL # CGC1515018

PROJECT EXPERIENCE

Hyatt Hotel
Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction.

Boca Raton Regional Hospital
Boca Raton, FL

Mr. Keenan served as the structural inspector for this project.

Boca City Walk
Boca Raton, FL

Mr. Keenan served as the structural inspector for this project.

Gumbo Limbo Nature Center
Boca Raton, FL

Mr. Keenan served as the structural inspector for this project.

Valero Fuel Station
Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction.

McDonalds Restaurant
Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction.

Royal Palm Yacht Club
Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction.

Toll Brothers
Boca Raton, FL

Mr. Keenan served as the multi-discipline inspector for various projects completed for this national homebuilder.

Bureau Veritas (2021-2023)
Florida

Mr. Keenan served as building inspector 3 for various projects throughout Florida.

City of Boca Raton (2015-2020)
Boca Raton, FL

Mr. Keenan served as building inspector 3.

Richard F. Jefferson, BN, BU, PX

Building Inspector

Richard Jefferson brings 56 years of extensive experience in the construction and building inspection industry. Over his career, he has honed expertise as a Building Inspector, Plans Examiner, and Electrician, making him a well-rounded professional with a deep understanding of building codes, safety regulations, and electrical systems. His vast knowledge and hands-on experience have made him a trusted authority in ensuring the safety, compliance, and quality of construction projects.

Years of Experience

56

Licenses

- Building Inspector - #4236
- Building Code Administrator - #1368
- Electrical Inspector - #910006
- Mechanical Inspector - #562
- Plumbing Inspector - #1264
- Residential Electrical Inspector -#741
- Commercial Electrical Inspector -#358
- Electrical Plans Examiner- #182
- Chief Electrical Code Analyst- #90014
- State of Florida Standard Inspector - #BN-0001164
- State of Florida Standard Plans Examiner - #PX-0000513
- State of Florida Limited Inspector - #0000414

PROJECT EXPERIENCE

Town of Indian River Shores, Indian River County Building Department, Indian River Community College, Indian River Electric

Vero Beach, FL

Mr. Jefferson completed projects as the Town Manager, Building Official, Building Inspector, Plans Examiner, Journeyman and Master Electrician Instructor, and Electrical Supervisor for several Indian River organizations from Jan 1980 to May 2013.

Martin County Building Department

Stuart, FL

Mr. Jefferson served as the Senior Building Technician, Building Inspector, and Plans Examiner for several projects from March 2003 to Feb 2004.

Town of Orchid

Orchid, FL

Mr. Jefferson completed projects as a Building Official, Building Inspector, and Plans Examiner from Feb 1991 to Oct 2003.

Old Colony Construction

Quincy, MA

Mr. Jefferson served as a Construction Superintendent.

SECTION 5:
REFERENCES

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

REFERENCES

RFP NO. 2025-011
ANNUAL CONTRACT FOR INSPECTION SERVICES

Proposers shall submit as a part of the bid package, two (2) Customer references with name of the customer, address, contact person, and telephone number.

Name Town of Jupiter	**Name** Indian River County - Building Div.
Contact: Roger Held - Building Official	**Contact:** Scott McAdam - Building Official
Address: 210 Military Trail	**Address:** 1801 27th Street, Bldg A
Jupiter, FL 33458	Vero Beach, FL 32960
Telephone: 561-741-2669	**Telephone:** 772-226-1268
Email: rogerh@jupiter.fl.us	**Email:** smcadam@ircgov.com
Name Martin County - Building Department	
Contact: Andrew Bruhn - Assistant Building Official	
Address: 2401 Southeast Monterey Road	
Stuart, FL 34996	
Telephone: 772-320-3070	
Email: abruhn@martin.fl.us	

SECTION 6:
COST PROPOSAL

PROPOSAL PRICING FORM
RFP NO. 2025-011 ~ ANNUAL CONTRACT FOR INSPECTION SERVICES

The following proposal(s) is submitted on behalf of: GFA International, Inc. dba Universal Engineering Sciences for the requested services, in accordance with the agreements and specifications contained in RFP No. 2025-011.

We have carefully examined that this proposal package and understand the provisions, terms, and conditions concerning the equipment, materials, supplies or services as called for. With full knowledge and understanding of the requirements in the Proposal Package, We hereby agree to furnish and deliver services as indicated at the prices quoted herein as follows:

NOTE: All price columns must be completed. Where indicated, provide pricing for demolition including the removal of slabs (including slabs) and pricing in instances where slabs remain and are not removed (excluding slabs).

ITEM	DESCRIPTION	HOURLY RATE	
1	• Perform Inspection services. • Per Inspector: Approximately 8 hours per day, 37.5- 40 hours per week. FULL TIME INSPECTOR	BLDG, M,E, or P 1 + 2 Family Multi	$ 95 per hour $ 95 per hour $ 95 per hour
2	• Perform Inspection services • Perform inspection services in excess Of 40 hours per week. • FULL TIME INSPECTOR OVERTIME	BLDG, M,E, or P 1 + 2 Family Multi	$95 per hour $95 per hour $ 95 per hour
3	• Perform Inspection services. • Per Plan Reviewer: 4 hours per day, 18 – 22 hours per week. • PART TIME INSPECTOR	BLDG, M,E, or P 1 + 2 Family Multi	$ 95 per hour $ 95 per hour $ 95 per hour $ 95 per hour
4	• Perform Inspection services. • Per Inspector on an as needed basis • AS NEEDED INSPECTOR	BLDG, M,E, or P 1 + 2 Family Multi	$ 95 per hour $ 95 per hour

SECTION 7:
ADDITIONAL DATA

CITY OF FORT PIERCE PROPOSER'S 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 Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:	**YES**	**NO**
Is Request for Proposal cover page (page 1) completed, signed and attached?	X	
Include proof of proper licensing as stated in proposal documents.	X	
Include proof of proper insurance as stated in proposal documents.	X	
Did you include a list of all materials and equipment to be used in providing the service?	X	
Is Drug-Free Workplace form signed and enclosed?	X	
Proposal envelope is marked accordingly		X
Are two (2) complete proposal packages included (one original and one electronic copy (PDF) on a USB Flash Drive) of sealed proposals?		X*
**Please note: response is being electronically submitted. Disregard, if you are going to utilize the electronic submission option.		
Is each Addendum (when issued) signed and included?	X	

PLEASE SIGN AND RETURN WITH PROPOSAL _____

Thomas Montano, PE - Branch Manager

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that GFA International, Inc. dba Universal Engineering Sciences 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

January 16, 2025

Date

8.1. CERTIFICATE OF INSURANCE

Please see evidence of insurance included herein; if awarded, GFA dba UES will provide a COI compliant with requirements and listing City of Fort Pierce as certificate holder/additional insured.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/10/2025

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

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

PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Greyling COI Specialist **PHONE (A/C, No, Ext):** 7706705324 **FAX (A/C, No):** 770.670.5324 **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED UNIVENG GFA International, Inc., DBA Universal Engineering Sciences 1215 Wallace Dr. Delray Beach FL 33444	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Endurance American Specialty Ins Co — 41718 **INSURER B :** Evanston Insurance Company — 35378 **INSURER C :** Landmark American Insurance Company — 33138 **INSURER D :** Greenwich Insurance Company — 22322 **INSURER E :** Aspen Specialty Insurance Company — 10717 **INSURER F :** Convex Insurance UK Limited — 71499

COVERAGES **CERTIFICATE NUMBER:** 600628319 **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	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	RGC3002099	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
D A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	RAC9438325 EXT30030240901	5/1/2024 5/1/2024	5/1/2025 5/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Excess Auto	$ 2,000,000 $ $ $ $ 2,000,000
B C	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0	Y	Y	MKLV2EUE101855 LHA600397	5/1/2024 5/1/2024	5/1/2025 5/1/2025	EACH OCCURRENCE AGGREGATE	$ 7,000,000 $ 7,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	RWC3002100	5/1/2024	5/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E F	Excess GL Professional Liab incl. Pollution Liab			CX010NE24 B0146LDUSA2405257	5/1/2024 5/1/2024	5/1/2025 5/1/2025	Per Occ./Aggregate Per Claim Aggregate	$4,000,000 $1,000,000 $1,000,000

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

Re: RFP #2025-011.
City of Fort Pierce and its members, officials, officers and employees are named as Additional Insureds with respects to General Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER	**CANCELLATION**
City of Fort Pierce Purchasing Department 100 N. U.S. Hwy 1 Fort Pierce, FL 34954-1480	**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** Gregg Bradstreet

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9. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

CITY OF PORT SAINT LUCIE BUSINESS TAX RECEIPT

PLEASE POST IN CONSPICIOUS PLACE OR KEEP ON PERSON

TERM: 10/01/2024 - 09/30/2025

2024 - 2025

BTR: 127198

Date Made: 7/3/2024

Business Name: UNIVERSAL ENGINEERING SCIENCES

Business Address: 607 NW COMMODITY COVE

PORT ST LUCIE, FL 34986

Business Tax Authority

Business Services:

PROFESSIONAL ENGINEERING FIRM	$134.00
	$134.00

THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE

This receipt does not guarantee that the receipt holder is competent to perform in the business, but that the holder has paid the required tax and provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law.

13. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Universal Engineering Sciences is not a Minority Business Enterprise or DBE/SBE/MBE company However, we recognize the importance of minority and local business participation in procurement and completion of projects for the City of Fort Pierce. We strive to include these types of businesses on all projects whenever applicable.

DIVERSITY IN STAFF

As more and more people of different ethnic backgrounds, cultures, religions, ages, physical and mental abilities join the workforce, companies must find ways to incorporate these diverse groups into their organizations. UES is no exception as we recognize that diversity is vital to our success.

The diversity among UES' employees enriches our company with creativity, ideas, different abilities, experiences, and personalities—all contributing to our culture. UES' commitment to developing employee diversity also allows the business to function competitively with our customers, suppliers, and subcontractors.

SOLICITATION

UES recognizes the importance, intention, and value of small business programs. Having performed engineering services for over six decades throughout Florida, we are aware of municipalities' goals to include minority firms in procurement.

When possible, we proactively seek M/WBEs (Minority and Women Business Enterprises), DBEs (Disadvantaged Business Enterprises), and VBEs with the intent to incorporate them into our projects to further support diversity in business and contribute to our community and local economy.

PAST UTILIZATION

UES has 19 offices throughout Florida, each staffed with professionals familiar with the regulations, codes, and business landscapes specific to their regions. Our familiarity includes knowledge of established minority firms with whom we can contract.

We access other resources such as:

- The State of Florida Office of Supplier Diversity (OSD)
- Local professional services and trade organizations such as AIA, ASCE, etc

These resources assist us with identifying certifiable firms and to assess their ability to be pre-qualified and perform work in their area of expertise.

When utilizing diverse subconsultants, we ensure compliance with project/contract requirements in subcontracting by engaging the following measures:

- Obtaining and analyzing proposed MWBE, DBE, and veteran participation during procurement
- Verifying MWBE, DBE, and veteran certifications
- Performing pre-award bid analysis and post-award compliance reviews
- Conducting on-site/field monitoring on projects where there is MWBE, DBE, and veteran participation to determine any concerns and to ensure the MWBE, DBE, and veteran businesses listed are actually working and providing the specified service
- Monitoring MWBE, DBE, and veteran business utilization on each project where a goal has been established
- Resolve any concerns client(s) may have regarding MWBE, LDB and veteran business matters on a contract

Diversity is a concept UES fully embraces, supports, and encourages. We will strive to not only meet any small business requirements defined by our clients, but will seek to surpass them.

teamues.com

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Contractor name: GFA International Inc, DBA Universal Engineering Sciences

Authorized Representative's Name and Title: Paul Danforth, VP

Address: 607 NW Commodity Cove

City: Port St. Lucie State: FL Zip Code: 34986

Phone Number: 772-204-4239 Email Address: fmontano@teamues.com

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

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

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

By: _____ Paul Danforth, VP 8/5/25

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF Palm Beach

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization

this 5th day of August, 2025 by Paul Danforth, who is

☒ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: Jennifer Rivera

My Commission Expires: 2/18/2027

JENNIFER RIVERA
MY COMMISSION # HH 323323
EXPIRES: February 18, 2027

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SHAUN CROSS, ASSISTANT DIRECTOR OF BUILDING, BUILDING ADMIN

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

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: CONTRACT FOR INSPECTION SERVICES – RFP 2025-011 GFA INTERNATIONAL, INC. DBA UNIVERSAL ENGINEERING SCIENCES (UES)

CAO RLS#: 25-202

DATE: JULY 17, 2025

I have reviewed the above Request for Legal Services (RLS) related to RFP 2025-011 Continuing Contract for Inspection Services between the City of Fort Pierce and GFA International, Inc. dba Universal Engineering Sciences (UES). On May 8, 2025, the CAO reviewed and returned this Agreement with recommendations and revisions. Please note the following:

1. Exhibit A, the Statement of Work (SOW), should reflect specific tasks the Contractor must complete to meet performance under the Agreement. To further assist with developing the SOW, I recommend Statements #4 & #8 be added to Section 1 (Contractor Services) to reflect general contractor service requirements. Also, I provided some tips for SOW development which you may find useful after negotiating the terms and conditions with the Contractor.
2. From the SOW, I moved Statement #4 to Section 1 which is now Section 1.6.
3. From the SOW, I moved Statement #8 to Section 1 which is now Section 1.7.
4. As a reminder, this bid must be presented to the Commission for approval to award GFA International, Inc. before the agreement can be approved by the Commission.
5. After award and negotiation, this Agreement must be submitted as an RLS in final form for approval 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.

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

Meeting Date: 06/16/2025

Re: Approval to Award RFP 2025-11 Annual Contract Professional Inspection Services

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Approval to award RFP 2025-11 for annual contracted Professional Inspection Services to GFA International, Inc. dba Universal Engineering Service of Port St. Lucie, Florida for an amount of up to $100,000.00 annually.

SUMMARY:

In order to maintain excellent customer service, the Building Department issued RFP 2025-11, which was sent to 553 vendors. Eleven (11) vendors requested specifications, and three (3) submitted responses, resulting in a 27.27% response rate. No vendors submitted a "No Bid" response. The selection meeting was held on March 18, 2025. The selection committee evaluated each bid based on the following criteria: experience and ability of the firm; facilities, equipment, and capabilities; quality of the product compared to others in the marketplace; past performance of the primary firm; willingness to meet time and budget requirements; price; and location.

GFA International, Inc. dba Universal Engineering Sciences of Port St. Lucie, Florida, achieved a total score of 272.5 out of 300 points. CAP Governmental Inc. of Coral Gables received 240.5 points, and Willdan Engineering of Orlando received 232.5 points.

RECOMMENDATION:

Staff recommends approval of the award of RFP 2025-11 for an annual contract for Professional Inspection Services to GFA International, Inc. dba Universal Engineering Sciences, for an amount of up to $100,000.00 annually.

ALTERNATIVES:

Do not approve at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building
Shaun Coss, CFM, Assistant Director of Building

COORDINATED WITH:

Gelencia Carter, Purchasing Manager

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025
Account: 4202902-534900
Amount: $100,000.00

OTHER INFORMATION:

4202902-534900 Building Department Contracted Services Fund

Attachments

2025-11 GFA dba Universal Engineering Sciences
2025-11 Evaluation
2025-11 Bid Tabulation Memo
2025-11 Recommended to Award
RFP 2025-011

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	05/22/2025 09:35 AM
City Manager	Richard Chess	05/23/2025 10:37 AM
Finance Department	Karen Logue	06/06/2025 02:16 PM
Finance Department	Jennifer Robinson	06/10/2025 08:49 AM
Form Started By: Coleen Hanson		Started On: 05/20/2025 08:18 AM
Final Approval Date: 06/10/2025		

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

Meeting Date: 09/15/2025

Re: Approval of Change Order to increase PO 250160 for Elpex Tire, Fort Pierce

Submitted For: Jason Atkinson, Director of Public Works, Public Works

SUBJECT:

Approval of an additional $50,000.00 to purchase order 250160 with Elpex Tire, Fort Pierce, FL for refuse truck tire services.

SUMMARY:

The Commission approved blanket purchase order 250160 on 10/7/2024 for the period of October 1, 2024, through September 30, 2025. The additional funding is needed to cover outstanding invoices ($36,133.52) as well as sustain the Solid Waste division's needs for tire services for the remainder of the fiscal year.

RECOMMENDATION:

The Public Works Department recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Department

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

Account: 4024200546520

Amount: 50000

FISCAL IMPACT:

The amount budgeted for the FY/25 Budget - Solid Waste Tires & Battery Account (402-4200-534-546520) was $275,000. The actual expenditures for this year is $193,159. The remaining balance is $81,841 and is enough to cover the additional $50,000 PO

Attachments

OUTSTANDING INVOICES

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	09/09/2025 11:48 AM
City Manager	Richard Chess	09/09/2025 02:38 PM
Form Started By: Tanya White		Started On: 08/26/2025 11:57 AM
Final Approval Date: 09/09/2025		

TIRESOLES

PO#250160

ELPEX TIRE
6101 ORANGE AVENUE
FORT PIERCE,FL 34947
(772)464-4211

Customer ID: 9998000303
Name: CITY OF FT. PIERCE
Address: 52 SAVANNAH RD
Address 2:
City,State,Zip Code: FT. PIERCE, FL, 34982
Home Phone: (772) 460-2200
Work Phone: (772) 467-3812
Mobile Phone: (772) 361-3635
Tax Exempt #: EXEMPT(SALES), EXEMPT(COUNT),

Year:
Make:
Model:
Lic No:
VIN:
Color:
Engine:
Mileage In: 0
Mileage Out: 0

Create Date: 07/03/25 13:11:11
Date/Time: 07/03/25 13:49:14
Workorder #: 232180
Invoice #: 200871

Email Address: ar@tiresoles.com
PO Number:
Fleet/Wholesale: Y
Unit #: SPARES

Salesperson: R. TORRE C
Service comments:

MOUNTED WHEEL PROGRAM FOR STOCK

FINAL INVOICE APPROVAL:

Qty.	Part #	RFR	Loc	Description	Parts	Labor	Total
14	254087351			PC G686 GDYR 12R22.5	279.00	0.00	3,906.00
14	093003000			MT-DMT MED TRUCK	0.00	15.00	210.00
14	088112000			COM RIM WHL REFIN POWDER COAT	35.00	0.00	490.00
14	093504000			TUBELESS STEEL VALVE STEMS	5.00	0.00	70.00

*** Customer Wishes To Discard Old Parts_____***

REQUIREMENTS
P.O. NUMBER SPARES GS/AN # 1 G0009114

AR TERMS: Net 30

Remit To: TIRESOLES
1865 SOUTH POWERLINE RD
DEERFIELD BEACH, FL 33442

RECEIVED
JUL 08 2025
By

approved 7/7/25 # 250160

Thank you for your business.

Effective May 01,2023
There will be up to a 4 Processing fee on all Credit card payments.

PAY AMOUNT
HOUSE 4,676.00

TECH: 000612-0.00 JOSE

PARTS TOTAL	4,466.00
SALES TAX	0.00
COUNTY TAX	0.00
LABOR TOTAL	210.00
GRAND TOTAL	4,676.00

Thanks for your business.
INVOICE INVOICE ELPEX TIRE INVOICE INVOICE

TIRESOLES

ELPEX TIRE
FL MV35839
6101 ORANGE AVENUE
FORT PIERCE,FL 34947
(772)464-4211

Customer ID: 9998000303
Name: CITY OF FT. PIERCE
Address: 52 SAVANNAH RD
Address 2:
City,State,Zip Code: FT. PIERCE, FL, 34982
Home Phone: (772) 460-2200
Work Phone: (772) 467-3812
Other Phone: (772) 361-3635
Tax Exempt #: EXEMPT(SALES), EXEMPT(COUNT),

Year:
Make:
Model:
Lic No:
VIN:
Color:
Engine:
Mileage In: 0
Mileage Out: 0

Create Date: 06/12/25 11:45:24
Date/Time: 06/12/25 15:46:07
Workorder #: 230700
Invoice #: 199949

Email Address: ar@tiresoles.com
PO Number:
Fleet/Wholesale: Y
Unit #: STOCK

Salesperson: R. TORRE C
Service comments:

FINAL INVOICE APPROVAL:

Qty.	Part #	RFR	Loc	Description	Parts	Labor	Total
10	254087351			PC G686 GDYR 12225	279.00	0.00	2,790.00
10	093003000			MT-DMT MED TRUCK	0.00	15.00	150.00
2	254086351			PC G686 GDYR 11225	279.00	0.00	558.00
2	093003000			MT-DMT MED TRUCK	0.00	15.00	30.00
2	093307000			FLAT REPAIR MED COMM W/O UNIT	0.00	35.00	70.00

***** Customer Wishes To Discard Old Parts_____*****

REQUIREMENTS
P.O. NUMBER STOCK GS/AN # 1 G0009114

AR TERMS: Net 30

Remit To: TIRESOLES
1865 SOUTH POWERLINE RD
DEERFIELD BEACH, FL 33442

RECEIVED
JUL 16 25
By

approved 7/16/25 250/60

Thank you for your business.

Effective May 01,2023
There will be up to a 4 Processing fee on all Credit card payments.

PAY	AMOUNT	
HOUSE	3,598.00	
TECH: 000630-0.00		ROBERT
000567-0.00		ROBERT

PARTS TOTAL	3,348.00
SALES TAX	0.00
COUNTY TAX	0.00
LABOR TOTAL	250.00
GRAND TOTAL	3,598.00

THIS IS A HISTORY REPRINT (Reprinted: 07/16/25 08:41:08)

TIRESOLES

ELPEX TIRE
FL MV35839
6101 ORANGE AVENUE
FORT PIERCE,FL 34947
(772)464-4211

Customer ID: 9998000303
Name: CITY OF FT. PIERCE
Address: 52 SAVANNAH RD
Address 2:
City,State,Zip Code: FT. PIERCE, FL, 34982
Home Phone: (772) 460-2200
Work Phone: (772) 467-3812
Other Phone: (772) 361-3635
Tax Exempt #: EXEMPT(SALES), EXEMPT(COUNT),

Year:
Make:
Model:
Lic No:
VIN:
Color:
Engine:
Mileage In: 0
Mileage Out: 0

Create Date: 06/12/25 11:41:11
Date/Time: 06/12/25 15:47:02
Workorder #: 230699
Invoice #: 199950

Email Address: ar@tiresoles.com
PO Number:
Fleet/Wholesale: Y
Unit #: STOCK

Salesperson: R. TORRE C
Service comments:

FINAL INVOICE APPROVAL:

Qty.	Part #	RFR	Loc	Description	Parts	Labor	Total
2	756141614			G289 WHA DuraSeal GDYR MT 31580225 L	580.43	0.00	1,160.86
2	STF			STATE TIRE FEE	1.00	0.00	2.00
2	093003000			MT-DMT MED TRUCK	0.00	15.00	30.00
2	756160897			Armor Max GDYR M 42565225 L L	804.14	0.00	1,608.28
2	STF			STATE TIRE FEE	1.00	0.00	2.00
2	093003000			MT-DMT MED TRUCK	0.00	15.00	30.00

*** Customer Wishes To Discard Old Parts_____***

REQUIREMENTS
P.O. NUMBER STOCK GS/AN # 1 G0009114

AR TERMS: Net 30

Remit To: TIRESOLES
1865 SOUTH POWERLINE RD
DEERFIELD BEACH, FL 33442

RECEIVED
JUL 16 025
By

7/16/25 approved 350160

Thank you for your business.

Effective May 01,2023
There will be up to a 4 Processing fee on all Credit card payments.

PAY HOUSE AMOUNT 2,833.14

TECH: 000630-0.00 ROBERT
000632-0.00 ABSOLOM

PARTS TOTAL	2,773.14
SALES TAX	0.00
COUNTY TAX	0.00
LABOR TOTAL	60.00
GRAND TOTAL	2,833.14

THIS IS A HISTORY REPRINT (Reprinted: 07/16/25 08:41:18)

TIRESOLES

ELPEX TIRE
FL MV35839
6101 ORANGE AVENUE
FORT PIERCE,FL 34947
(772)464-4211

Customer ID: 9998000303
Name: CITY OF FT. PIERCE
Address: 52 SAVANNAH RD
Address 2:
City,State,Zip Code: FT. PIERCE, FL, 34982
Home Phone: (772) 460-2200
Work Phone: (772) 467-3812
Mobile Phone: (772) 361-3635
Tax Exempt #: EXEMPT(SALES), EXEMPT(COUNT),

Year:
Make:
Model:
Lic No:
VIN:
Color:
Engine:
Mileage In: 0
Mileage Out: 0

Create Date: 07/18/25 15:48:55
Date/Time: 07/21/25 09:43:55
Workorder #: 233230
Invoice #: 201490

Email Address: ar@tiresoles.com
PO Number:
Fleet/Wholesale: Y
Unit #: STOCK

Salesperson: R. TORRE C
Service comments:

PO#250160

RECEIVED
JUL 22 2025
By

MOUNTED WHEEL PROGRAM FOR STOCK

FINAL INVOICE APPROVAL: Phone

Qty.	Part #	RFR	Loc	Description	Parts	Labor	Total
12	254087351			PC G686 GDYR 12R22.5	279.00	0.00	3,348.00
12	093003000			MT-DMT MED TRUCK	0.00	15.00	180.00
12	088112000			COM RIM WHL REFIN POWDER COAT	35.00	0.00	420.00
12	093504000			TUBELESS STEEL VALVE STEMS	5.00	0.00	60.00

*** Customer Wishes To Discard Old Parts_____***

REQUIREMENTS
P.O. NUMBER STOCK GS/AN # 1 G0009145

AR TERMS: Net 30

Remit To: TIRESOLES
1865 SOUTH POWERLINE RD
DEERFIELD BEACH, FL 33442

approved 7/24/25

Thank you for your business.

Effective May 01,2023
There will be up to a 4 Processing fee on all Credit card payments.

PAY HOUSE AMOUNT 4,008.00

TECH: 000567-0.00 ROBERT

PARTS TOTAL	3,828.00
SALES TAX	0.00
COUNTY TAX	0.00
LABOR TOTAL	180.00
GRAND TOTAL	4,008.00

Thanks for your business.
INVOICE INVOICE ELPEX TIRE INVOICE INVOICE

TIRESOLES

ELPEX TIRE
FL MV35839
6101 ORANGE AVENUE
FORT PIERCE,FL 34947
(772)464-4211

Customer ID: 9998000303
Name: CITY OF FT. PIERCE
Address: 52 SAVANNAH RD
Address 2:
City,State,Zip Code: FT. PIERCE, FL, 34982
Home Phone: (772) 460-2200
Work Phone: (772) 467-3812
Mobile Phone: (772) 361-3635
Tax Exempt #: EXEMPT(SALES), EXEMPT(COUNT),

Year:
Make:
Model:
Lic No:
VIN:
Color:
Engine:
Mileage In: 0
Mileage Out: 0

Create Date: 07/18/25 15:51:30
Date/Time: 07/21/25 09:45:34
Workorder #: 233231
Invoice #: 201491

Email Address: ar@tiresoles.com
PO Number:
Fleet/Wholesale: Y
Unit #: STOCK

PO#250160

RECEIVED
JUL 22 2025
By

Salesperson: R. TORRE C
Service comments:

MOUNTED WHEEL PROGRAM FOR STOCK

FINAL INVOICE APPROVAL: Phone

Qty.	Part #	RFR	Loc	Description	Parts	Labor	Total
12	254087351			PC G686 GDYR 12R22.5	279.00	0.00	3,348.00
12	093003000			MT-DMT MED TRUCK	0.00	15.00	180.00
12	093504000			TUBELESS STEEL VALVE STEMS	5.00	0.00	60.00

***** Customer Wishes To Discard Old Parts_____*****

REQUIREMENTS
P.O. NUMBER STOCK GS/AN # 1 G0009145

AR TERMS: Net 30

Remit To: TIRESOLES
1865 SOUTH POWERLINE RD
DEERFIELD BEACH, FL 33442

approved
7/24/25

Thank you for your business.

Effective May 01,2023
There will be up to a 4 Processing fee on all Credit card payments.

PAY HOUSE AMOUNT 3,588.00

TECH: 000567-0.00 ROBERT

PARTS TOTAL	3,408.00
SALES TAX	0.00
COUNTY TAX	0.00
LABOR TOTAL	180.00
GRAND TOTAL	3,588.00

Thanks for your business.
INVOICE INVOICE ELPEX TIRE INVOICE INVOICE

TIRESOLES

ELPEX TIRE
FL MV35839
6101 ORANGE AVENUE
FORT PIERCE,FL 34947
(772)464-4211

Customer ID: 9998000303
Name: CITY OF FT. PIERCE
Address: 52 SAVANNAH RD
Address 2:
City,State,Zip Code: FT. PIERCE, FL, 34982
Home Phone: (772) 460-2200
Work Phone: (772) 467-3812
Mobile Phone: (772) 361-3635
Tax Exempt #: EXEMPT(SALES), EXEMPT(COUNT),

Year:
Make:
Model:
Lic No:
VIN:
Color:
Engine:
Mileage In: 0
Mileage Out: 0

Create Date: 07/30/25 13:45:27
Date/Time: 07/31/25 14:15:12
Workorder #: 234192
Invoice #: 202094

Email Address: ar@tiresoles.com
PO Number:
Fleet/Wholesale: Y
Unit #: STOCK

Salesperson: R. TORRE C
Service comments:

FINAL INVOICE APPROVAL:

Qty.	Part #	RFR	Loc	Description	Parts	Labor	Total
12	254087351			PC G686 GDYR 12R22.5	279.00	0.00	3,348.00
12	093003000			MT-DMT MED TRUCK	0.00	15.00	180.00
12	088112000			COM RIM WHL REFIN POWDER COAT	35.00	0.00	420.00
12	093504000			TUBELESS STEEL VALVE STEMS	5.00	0.00	60.00

*** Customer Wishes To Discard Old Parts_____ ***

REQUIREMENTS
P.O. NUMBER STOCK GS/AN # 1 G0009145

AR TERMS: Net 30

Remit To: TIRESOLES
1865 SOUTH POWERLINE RD
DEERFIELD BEACH, FL 33442

approved
8/5/25
250160

Thank you for your business.

Effective May 01,2023
There will be up to a 4 Processing fee on all Credit card payments.

PAY HOUSE AMOUNT 4,008.00

TECH: 000567-0.00 ROBERT

PARTS TOTAL	3,828.00
SALES TAX	0.00
COUNTY TAX	0.00
LABOR TOTAL	180.00
GRAND TOTAL	4,008.00

Thanks for your business.
INVOICE INVOICE ELPEX TIRE INVOICE INVOICE

TIRESOLES

ELPEX TIRE
FL MV35839
6101 ORANGE AVENUE
FORT PIERCE,FL 34947
(772)464-4211

PO#250160

Customer ID: 9998000303
Name: CITY OF FT. PIERCE
Address: 52 SAVANNAH RD
Address 2:
City,State,Zip Code: FT. PIERCE, FL, 34982
Home Phone: (772) 460-2200
Work Phone: (772) 467-3812
Mobile Phone: (772) 361-3635
Tax Exempt #: EXEMPT(SALES), EXEMPT(COUNT),

Year:
Make:
Model:
Lic No:
VIN:
Color:
Engine:
Mileage In: 0
Mileage Out: 0

Create Date: 08/07/25 10:49:44
Date/Time: 08/07/25 11:02:18
Workorder #: 234817
Invoice #: 202411

Email Address: ar@tiresoles.com
PO Number: STOCK
Fleet/Wholesale: Y
Unit #: STOCK

RECEIVED AUG 1

Salesperson: R. TORRE C
Service comments:

MOUNTED WHEEL PROGRAM FOR STOCK

FINAL INVOICE APPROVAL:

Qty.	Part #	RFR	Loc	Description	Parts	Labor	Total
12	254087351			PC G686 GDYR 12R22.5	279.00	0.00	3,348.00
12	093003000			MT-DMT MED TRUCK	0.00	15.00	180.00
12	088112000			COM RIM WHL REFIN POWDER COAT	35.00	0.00	420.00
12	093504000			TUBELESS STEEL VALVE STEMS	5.00	0.00	60.00

*** Customer Wishes To Discard Old Parts_____***

REQUIREMENTS
P.O. NUMBER STOCK GS/AN # 1 G0009145

AR TERMS: Net 30

Remit To: TIRESOLES
1865 SOUTH POWERLINE RD
DEERFIELD BEACH, FL 33442

approved 8/11/25 250160

STOCK

8/8/25

Thank you for your business.

Effective May 01,2023
There will be up to a 4 Processing fee on all Credit card payments.

PAY HOUSE AMOUNT 4,008.00

TECH: 000612-0.00 JOSE

PARTS TOTAL	3,828.00
SALES TAX	0.00
COUNTY TAX	0.00
LABOR TOTAL	180.00
GRAND TOTAL	4,008.00

THIS IS A REPRINT OF AN INVOICE. DO NOT PAY THIS INVOICE TWICE! (Reprinted: 08/07/25 11:09:25)

TIRESOLES

ELPEX TIRE
FL MV35839
6101 ORANGE AVENUE
FORT PIERCE,FL 34947
(772)464-4211

Customer ID: 9998000303
Name: CITY OF FT. PIERCE
Address: 52 SAVANNAH RD
Address 2:
City,State,Zip Code: FT. PIERCE, FL, 34982
Home Phone: (772) 460-2200
Work Phone: (772) 467-3812
Mobile Phone: (772) 361-3635
Tax Exempt #: EXEMPT(SALES), EXEMPT(COUNT),

Year:
Make:
Model:
Lic No:
VIN:
Color:
Engine:
Mileage In: 0
Mileage Out: 0

Create Date: 08/14/25 15:15:09
Date/Time: 08/14/25 15:24:59
Workorder #: 235414
Invoice #: 202769

Email Address: ar@tiresoles.com
PO Number: STOCK
Fleet/Wholesale: Y
Unit #: STOCK

Salesperson: R. TORRE C
Service comments:

FINAL INVOICE APPROVAL:

Qty.	Part #	RFR	Loc	Description	Parts	Labor	Total
1	756141613			G289 WHA GDYR 315/80R22.5L L	474.34	0.00	474.34
1	STF			STATE TIRE FEE	1.00	0.00	1.00
1	093003000			MT-DMT MED TRUCK	0.00	15.00	15.00

*** Customer Wishes To Discard Old Parts_____***

REQUIREMENTS
P.O. NUMBER STOCK GS/AN # 1 G0009145

AR TERMS: Net 30

Remit To: TIRESOLES
1865 SOUTH POWERLINE RD
DEERFIELD BEACH, FL 33442

RECEIVED
AUG 20 2025
By

8/18/25
235160

Thank you for your business.

Effective May 01,2023
There will be up to a 4 Processing fee on all Credit card payments.

PAY HOUSE AMOUNT 490.34

TECH: 000612-0.00 JOSE

PARTS TOTAL	475.34
SALES TAX	0.00
COUNTY TAX	0.00
LABOR TOTAL	15.00
GRAND TOTAL	490.34

Thanks for your business.
INVOICE INVOICE ELPEX TIRE INVOICE INVOICE

TIRESOLES

ELPEX TIRE
FL MV35839
6101 ORANGE AVENUE
FORT PIERCE,FL 34947
(772)464-4211

Customer ID: 9998000303
Name: CITY OF FT. PIERCE
Address: 52 SAVANNAH RD
Address 2:
City,State,Zip Code: FT. PIERCE, FL, 34982
Home Phone: (772) 460-2200
Work Phone: (772) 467-3812
Mobile Phone: (772) 361-3635
Tax Exempt #: EXEMPT(SALES), EXEMPT(COUNT),

Year:
Make:
Model:
Lic No:
VIN:
Color:
Engine:
Mileage In: 0
Mileage Out: 0

Create Date: 08/14/25 13:13:08
Date/Time: 08/14/25 13:52:16
Workorder #: 235392
Invoice #: 202752

Email Address: ar@tiresoles.com
PO Number: STOCK
Fleet/Wholesale: Y
Unit #: STOCK

Salesperson: R. TORRE C
Service comments:

MOUNTED WHEEL PROGRAM

FINAL INVOICE APPROVAL:

Qty.	Part #	RFR	Loc	Description	Parts	Labor	Total
12	254087351			PC G686 GDYR 12R22.5	279.00	0.00	3,348.00
12	093003000			MT-DMT MED TRUCK	0.00	15.00	180.00
12	088112000			COM RIM WHL REFIN POWDER COAT	35.00	0.00	420.00
12	093504000			TUBELESS STEEL VALVE STEMS	5.00	0.00	60.00

*** Customer Wishes To Discard Old Parts_____***

REQUIREMENTS
P.O. NUMBER STOCK GS/AN # 1 G0009145

AR TERMS: Net 30

Remit To: TIRESOLES
1865 SOUTH POWERLINE RD
DEERFIELD BEACH, FL 33442

RECEIVED
AUG 20 25
By

approved 8/20/25 250/600

Thank you for your business.

Effective May 01,2023
There will be up to a 4 Processing fee on all Credit card payments.

PAY HOUSE AMOUNT 4,008.00

TECH: 000567-0.00 ROBERT
000641-0.00 TRAVIS

PARTS TOTAL	3,828.00
SALES TAX	0.00
COUNTY TAX	0.00
LABOR TOTAL	180.00
GRAND TOTAL	4,008.00

Thanks for your business.
INVOICE INVOICE ELPEX TIRE INVOICE INVOICE

TIRESOLES

ELPEX TIRE
FL MV35839
6101 ORANGE AVENUE
FORT PIERCE,FL 34947
(772)464-4211

Customer ID: 9998000303
Name: CITY OF FT. PIERCE
Address: 52 SAVANNAH RD
Address 2:
City,State,Zip Code: FT. PIERCE, FL, 34982
Home Phone: (772) 460-2200
Work Phone: (772) 467-3812
Mobile Phone: (772) 361-3635
Tax Exempt #: EXEMPT(SALES), EXEMPT(COUNT),

Year:
Make:
Model:
Lic No: XH8197
VIN:
Color:
Engine:
Mileage In: 57652
Mileage Out: 57652

Create Date: 08/20/25 13:38:42
Date/Time: 08/20/25 14:20:40
Workorder #: 235937
Invoice #: 203038

Email Address: ar@tiresoles.com
PO Number: 50
Fleet/Wholesale: Y
Unit #: 50

Salesperson: R. TORRE C
Service comments:

SERVICE WORK ORDER#183710 08-19-2025 SERVICE LOCATION CITY YARD WHEEL POS FRONTS REPLACE

FINAL INVOICE APPROVAL:

Qty.	Part #	RFR	Loc	Description	Parts	Labor	Total
1	093328000			SERVICE CALL- INCOMING	0.00	125.00	125.00
2	093003000			MT-DMT MED TRUCK	0.00	40.00	80.00
2	756141613			G289 WHA GDYR 315/80R22.5L L	474.34	0.00	948.68
2	STF			STATE TIRE FEE	1.00	0.00	2.00

*** Customer Wishes To Discard Old Parts_____***

REQUIREMENTS
P.O. NUMBER 50 GS/AN # 1 G0009145

AR TERMS: Net 30

Remit To: TIRESOLES
1865 SOUTH POWERLINE RD
DEERFIELD BEACH, FL 33442

RECEIVED
AUG 20 2025
By

appr
8/21/25
250160

Thank you for your business.

Effective May 01,2023
There will be up to a 4 Processing fee on all Credit card payments.

PAY HOUSE AMOUNT 1,155.68

TECH: 000641-0.00 TRAVIS

PARTS TOTAL	950.68
SALES TAX	0.00
COUNTY TAX	0.00
LABOR TOTAL	205.00
GRAND TOTAL	1,155.68

Thanks for your business.
INVOICE INVOICE ELPEX TIRE INVOICE INVOICE

TIRESOLES

ELPEX TIRE
FL MV35839
6101 ORANGE AVENUE
FORT PIERCE,FL 34947
(772)464-4211

Customer ID: 9998000303
Name: CITY OF FT. PIERCE
Address: 52 SAVANNAH RD
Address 2:
City,State,Zip Code: FT. PIERCE, FL, 34982
Home Phone: (772) 460-2200
Work Phone: (772) 467-3812
Mobile Phone: (772) 361-3635
Tax Exempt #: EXEMPT(SALES), EXEMPT(COUNT),

Year: 23
Make: PETERBILT
Model: 520
Lic No: XJ4949
VIN: 3BPDLK0X0PF113184
Color: DK GREEN
Engine: 10.8L 6
Mileage In: 0
Mileage Out: 0

Create Date: 08/14/25 15:11:37
Date/Time: 08/18/25 14:40:44
Workorder #: 235411
Invoice #: 202902

Email Address: ar@tiresoles.com
PO Number: 24025
Fleet/Wholesale: Y
Unit #: 24025

Salesperson: R. TORRE C
Service comments:

SERVICE WORK ORDER#183664 08-14-2025 SERVICE LOCATION CITY YARD WHEEL POS FRONTS REPLACE

FINAL INVOICE APPROVAL:

Qty.	Part #	RFR	Loc	Description	Parts	Labor	Total
1	093328000			SERVICE CALL- INCOMING	0.00	125.00	125.00
2	093003000			MT-DMT MED TRUCK	0.00	40.00	80.00
2	756141613			G289 WHA GDYR 315/80R22.5L L	474.34	0.00	948.68
2	STF			STATE TIRE FEE	1.00	0.00	2.00

*** Customer Wishes To Discard Old Parts_____***

REQUIREMENTS
P.O. NUMBER 24025 GS/AN # 1 G0009145

AR TERMS: Net 30

Remit To: TIRESOLES
1865 SOUTH POWERLINE RD
DEERFIELD BEACH, FL 33442

RECEIVED
AUG 20 2025
By

8/21/25
25016.0

Thank you for your business.

Effective May 01,2023
There will be up to a 4 Processing fee on all Credit card payments.

PAY HOUSE AMOUNT 1,155.68

TECH: 000496-0.00 VICTOR

PARTS TOTAL	950.68
SALES TAX	0.00
COUNTY TAX	0.00
LABOR TOTAL	205.00
GRAND TOTAL	1,155.68

Thanks for your business.
INVOICE INVOICE ELPEX TIRE INVOICE INVOICE

TIRESOLES

ELPEX TIRE
FL MV35839
6101 ORANGE AVENUE
FORT PIERCE,FL 34947
(772)464-4211

Customer ID: 9998000303
Name: CITY OF FT. PIERCE
Address: 52 SAVANNAH RD
Address 2:
City,State,Zip Code: FT. PIERCE, FL, 34982
Home Phone: (772) 460-2200
Work Phone: (772) 467-3812
Mobile Phone: (772) 361-3635
Tax Exempt #: EXEMPT(SALES), EXEMPT(COUNT),

Year:
Make:
Model:
Lic No:
VIN:
Color:
Engine:
Mileage In: 0
Mileage Out: 0

Create Date: 08/20/25 15:12:37
Date/Time: 08/21/25 10:51:29
Workorder #: 235951
Invoice #: 203071

Email Address: ar@tiresoles.com
PO Number:
Fleet/Wholesale: Y
Unit #: SPARES

Salesperson: R. TORRE C
Service comments:

PO#250160

FINAL INVOICE APPROVAL:

Qty.	Part #	RFR	Loc	Description	Parts	Labor	Total
2	756141613			G289 WHA GDYR 315/80R22.5L L	474.34	0.00	948.68
2	STF			STATE TIRE FEE	1.00	0.00	2.00
2	012000000			used 9x225 aluminum wheels	150.00	0.00	300.00
2	093003000			MT-DMT MED TRUCK	0.00	15.00	30.00
2	254086351			PC G686 GDYR 11R22.5	279.00	0.00	558.00
2	093003000			MT-DMT MED TRUCK	0.00	15.00	30.00

*** Customer Wishes To Discard Old Parts_____***

REQUIREMENTS
P.O. NUMBER SPARES GS/AN # 1 G0009145

AR TERMS: Net 30

Remit To: TIRESOLES
1865 SOUTH POWERLINE RD
DEERFIELD BEACH, FL 33442

RECEIVED
AUG 26 2025
By

approved 8/26/25 250160

Thank you for your business.

Effective May 01,2023
There will be up to a 4 Processing fee on all Credit card payments.

PAY HOUSE AMOUNT 1,868.68

TECH: 000567-0.00 ROBERT

PARTS TOTAL	1,808.68
SALES TAX	0.00
COUNTY TAX	0.00
LABOR TOTAL	60.00
GRAND TOTAL	1,868.68

Thanks for your business.
INVOICE INVOICE ELPEX TIRE INVOICE INVOICE

TIRESOLES

ELPEX TIRE
FL MV35839
6101 ORANGE AVENUE
FORT PIERCE,FL 34947
(772)464-4211

Customer ID: 9998000303
Name: CITY OF FT. PIERCE
Address: 52 SAVANNAH RD
Address 2:
City,State,Zip Code: FT. PIERCE, FL, 34982
Home Phone: (772) 460-2200
Work Phone: (772) 467-3812
Mobile Phone: (772) 361-3635
Tax Exempt #: EXEMPT(SALES), EXEMPT(COUNT),

Year:
Make:
Model:
Lic No:
VIN:
Color:
Engine:
Mileage In: 0
Mileage Out: 0

Create Date: 08/21/25 11:18:01
Date/Time: 08/21/25 11:20:41
Workorder #: 235997
Invoice #: 203073

Email Address: ar@tiresoles.com
PO Number:
Fleet/Wholesale: Y
Unit #: STOCK

Salesperson: R. TORRE C
Service comments:

MOUNTED WHEEL PROGRAM

PO#250160

FINAL INVOICE APPROVAL:

Qty.	Part #	RFR	Loc	Description	Parts	Labor	Total
1	756160897			Armor Max GDYR 425/65R22.5 L L	720.00	0.00	720.00
1	STF			STATE TIRE FEE	1.00	0.00	1.00
1	093003000			MT-DMT MED TRUCK	0.00	15.00	15.00

*** Customer Wishes To Discard Old Parts_____***

REQUIREMENTS
P.O. NUMBER STOCK GS/AN # 1 G0009145

AR TERMS: Net 30

Remit To: TIRESOLES
1865 SOUTH POWERLINE RD
DEERFIELD BEACH, FL 33442

RECEIVED
AUG 26 2025
By

8/26/25
250160

Thank you for your business.

Effective May 01,2023
There will be up to a 4 Processing fee on all Credit card payments.

PAY HOUSE AMOUNT 736.00

TECH: 000567-0.00 ROBERT

PARTS TOTAL	721.00
SALES TAX	0.00
COUNTY TAX	0.00
LABOR TOTAL	15.00
GRAND TOTAL	736.00

Thanks for your business.
INVOICE INVOICE ELPEX TIRE INVOICE INVOICE

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

Meeting Date: 09/15/2025

Re: Approve Change Order for PO 250011, The Peterbuilt Store

Submitted For: Jason Atkinson, Director of Public Works, Public Works

SUBJECT:

Approval to increase Purchase Order No. 250011 with The Peterbuilt Store, Fort Pierce, FL, to provide parts and repairs for Solid Waste refuse trucks in an amount not exceeding $45,000.00.

SUMMARY:

The Public Works Department is requesting approval to increase Purchase Order No. 250011 with The Peterbuilt Store in Fort Pierce, FL. This increase is necessary to provide parts and repairs for Solid Waste refuse trucks, with a total not to exceed $45,000.00. Due to extensive and essential repairs, additional funds are required to cover outstanding invoices totaling $23,589.01, as well as for the remainder of the fiscal year.

RECOMMENDATION:

The Public Works Department recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Department

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

Account: 4024200546510

Amount: 45000

FISCAL IMPACT:

The funds will come from Solid Waste Repair and Maintenance, vehicle parts account 4024200-546510.

Attachments

OUTSTANDING INVOICES

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	09/09/2025 11:47 AM
City Manager	Richard Chess	09/09/2025 02:38 PM
Form Started By: Tanya White		Started On: 08/22/2025 07:13 PM
Final Approval Date: 09/09/2025		

Inv Date	Invoice	P/O	Invoice Total	Invoice Balance	Days Past Due
5/8/2025 8:58	28W66252	00250011	5545.11	5545.11	76
7/2/2025 12:08	28P152580	00250011 TRK 24023	1061.73	1061.73	21
7/2/2025 15:44	28P152603	00250011 23048	1027.74	1027.74	21
7/3/2025 11:38	28W66962	00250011	2865.7	2865.7	20
7/3/2025 13:57	28W66855	00250011	1596.77	1596.77	20
7/9/2025 16:44	28P153024	00250011	118.26	118.26	14
7/10/2025 7:33	28P153023	00250011	161.9	161.9	13
7/10/2025 15:35	28W67029	00250011	1419.5	1419.5	13
7/14/2025 13:41	28W67069	00250011	1279.2	1279.2	9
7/16/2025 8:23	28P153386	00250011 TRK#23048	254.34	254.34	7
7/16/2025 8:30	28P153392	00250011 TRK#23048	794.64	794.64	7
7/18/2025 12:50	28P153679	00250011	95.25	95.25	5
7/21/2025 9:31	28P153619	00250011 TRK24024	287.74	287.74	2
7/21/2025 9:32	28P153446	00250011	2072.97	2072.97	2
7/21/2025 11:11	28P153762	00250011	356	356	2
7/31/2025 10:40	28P154517	00250011	254.19	254.19	0
8/1/2025 15:26	28W67216	00250011	372.53	372.53	0
8/4/2025 10:23	28P152964	00250011	1883.12	1883.12	0
8/4/2025 11:32	28P154686	00250011	170.13	170.13	0
8/5/2025 9:26	28P154782	00250011	352.2	352.2	0
8/6/2025 9:11	28P154852	00250011	150.71	150.71	0
8/8/2025 13:58	28P155062	0025001 /21024	158.06	158.06	0
8/12/2025 13:53	28P155379	00250011	246.78	246.78	0
8/14/2025 14:00	28P155496	00250011	93.36	93.36	0
8/19/2025 13:45	28P155852	00250011 TRK23050	123.7	123.7	0
8/20/2025 9:46	28P155933	00250011 TRK23050	61.85	61.85	0
8/20/2025 9:47	28P155975	00250011	785.53	785.53	0
			TOTAL	**23589.01**	

Looking for Pymt
19191.04

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

Meeting Date: 09/15/2025

Re: Approval of Change Order to increase PO 250159 for The Tailor Group, Fort Pierce, FL

Submitted For: Jason Atkinson, Director of Public Works, Public Works

SUBJECT:

Approval of an additional $19,200.00 to purchase order 250159 with The Tailor Group, Fort Pierce, FL for public restroom cleanings city-wide.

SUMMARY:

The Commission approved blanket purchase order 250159 with The Tailor Group, Fort Pierce, FL, for public restroom cleanings city-wide (BID No 2021-019 approved FY 21) on 10/7/2024 for the period of October 1, 2024, through September 30, 2025. The additional funding is needed to sustain the division's needs for public restroom cleaning services for the remainder of the fiscal year.

RECOMMENDATION:

The Public Works Department recommends approval.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Department

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

Account: 0014004534900

Amount: 19200.00

FISCAL IMPACT:

The funding for this change order will come from the Facilities Maintenance Contractual Services Account, 0014004-534900.

Form Review

Inbox	Reviewed By	Date

Finance Department	Johnna Morris	09/09/2025 11:49 AM
City Manager	Richard Chess	09/09/2025 02:38 PM
Form Started By: Tanya White		Started On: 09/04/2025 02:23 PM
Final Approval Date: 09/09/2025		

City Commission Regular Meeting - 5:05 PM **12. A.**

Meeting Date: 09/15/2025

Re: Public Hearing on FY 2026 Millage Rate, Ordinance 25-026

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Legislative Hearing - Ordinance 25-026 providing for the levying and collecting of taxes for the City of Fort Pierce for Fiscal year beginning October 1, 2025 and ending September 30, 2026 and adopting the final millage rate of 6.9. SECOND READING

SUMMARY:

In order to levy taxes on property within its jurisdiction, the City must have an ordinance prepared and adopted per the City Charter and Florida Statutes. This ordinance is prepared to comply with statutory requirements by both the City and State.

RECOMMENDATION:

Adopt the millage rate of 6.9000.

ALTERNATIVES:

Change the millage rate.

RESPONSIBLE STAFF:

Finance Director

COORDINATED WITH:

City Manager, City Clerk, and City Attorney

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2026

OTHER INFORMATION:

Provide for the levying and collection of taxes to support financing the fiscal 2026 operating budget for the General Fund.

Attachments

FY 26 Millage rate Ordinance 25-026

RLS Memo

Proof of Publication

Form Review

Inbox	Reviewed By	Date

Finance Department	Johnna Morris	08/18/2025 04:47 PM
City Manager	Richard Chess	08/19/2025 04:39 PM
Form Started By: Megan LeGrand		Started On: 08/13/2025 01:33 PM
Final Approval Date: 09/09/2025		

ORDINANCE NO. 25-026

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR THE **LEVYING AND COLLECTING OF TAXES FOR THE CITY OF FORT PIERCE, FLORIDA, FOR FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026**, FOR THE PURPOSE OF RAISING SUCH AMOUNT AS MAY BE NECESSARY TO CARRY ON THE GOVERNMENT OF SAID CITY DURING SAID FISCAL YEAR AND TO PAY FUNDS SO COLLECTED INTO THE ACCOUNTS PROVIDED THEREFOR; **ADOPTING THE CITY OF FORT PIERCE 2025-26 FISCAL YEAR FINAL MILLAGE RATE**; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The final millage rate of the City of Fort Pierce, Florida, for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026 is hereby levied at the rate of 6.9000 per thousand-dollar valuation for general City purposes, which is greater than the roll-back rate of 6.6109 mills by 4.37%.

SECTION 2. The City Commission of the City of Fort Pierce, Florida hereby levies a tax of 6.9000 per thousand-dollar valuation on all real and personal property within the corporate limits of said City, subject to tax on the first day of January 2025, provided however that such 6.9000 shall not be levied upon property in the City of Fort Pierce exempt under state statute or federal constitution.

SECTION 3. That the City Manager is hereby instructed and directed to certify to the St. Lucie County Property Appraiser the above and forgoing enumerated Millage to be levied for all purposes, for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026 in the said City of Fort Pierce, Florida, pursuant to the provision of the laws of the State of Florida and the Charter of the City of Fort Pierce.

SECTION 4. This ordinance shall be and become effective October 1, 2025.

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. 25-026 was duly advertised by title only in the St. Lucie News Tribune on _____; 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 September 08, 2025; and was duly introduced, read by title only, and passed on second and final reading on September 15, 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 day of September 15, 2025.

_____
Linda Hudson,
Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

(City Seal)

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MEGAN LEGRAND, EXECUTIVE ASSISTANT, FINANCE DEPARTMENT

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: FY 2026 MILLAGE RATE ORDINANCE

CAO RLS FILE: 25-257

DATE: AUGUST 7, 2025

I have reviewed the above request for legal services related to the Ordinance adopting the fiscal year 2026 millage rate. A clean copy of the Ordinance has been uploaded, and is approved as to form and correctness.

Please be sure to include the ordinance number and date of advertisement before presentation to the Commission.

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

Thank you.

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
SEP 15 2025
City Clerk's Office

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

08/29/2025, 09/05/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 09/05/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$320.32	
Tax Amount:	$0.00	
Payment Cost:	$320.32	
Order No:	11597604	# of Copies:
Customer No:	1126527	0
PO #:	LSAR0356517	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

Received
SEP 16 2015
City Clerk's Office

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARINGS
MILLAGE RATE AND BUDGET
ADOPTION

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, September 8, 2025, and Monday, September 15, 2025, at 5:05 p.m., on the first and second readings respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 25-026 - AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR THE LEVYING AND COLLECTING OF TAXES FOR THE CITY OF FORT PIERCE, FLORIDA, FOR FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, FOR THE PURPOSE OF RAISING SUCH AMOUNT AS MAY BE NECESSARY TO CARRY ON THE GOVERNMENT OF SAID CITY DURING SAID FISCAL YEAR AND TO PAY FUNDS SO COLLECTED INTO THE ACCOUNTS PROVIDED THEREFOR; ADOPTING THE CITY OF FORT PIERCE 2025-26 FISCAL YEAR FINAL MILLAGE RATE; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 25-027 - AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; ADOPTING A FINAL BUDGET FOR THE CITY OF FORT PIERCE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

The final millage rate of the City of Fort Pierce, Florida, for the Fiscal Year 2025-26 is hereby levied at the rate of 6.9000 per thousand-dollar valuation for general City purposes; said rate being in excess of the roll-back rate of 6.6109 mills by 4.37%.

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

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

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

/s/ Linda W. Cox, City Clerk
August 29, September 5 2025
LSAR0356517

City Commission Regular Meeting - 5:05 PM **12. B.**

Meeting Date: 09/15/2025

Re: Public Hearing on FY 2026 Budget, Ordinance 25-027

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Legislative Hearing - Ordinance 25-027 adopting the final budget for the City of Fort Pierce for fiscal year beginning October 1, 2025 and ending September 30, 2026. SECOND READING

SUMMARY:

Per the City Charter and Florida Statutes, the City must adopt a balanced budget for its FY 2026 operations. This ordinance is prepared to comply with statutory requirements of both the City and State.

RECOMMENDATION:

Adopt the budget as presented

ALTERNATIVES:

If amended, approve the amendments and then adopt the budget.

RESPONSIBLE STAFF:

Finance Director

COORDINATED WITH:

City Manager, City Clerk, and City Attorney

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2026

OTHER INFORMATION:

Establishes the fiscal year 2026 operating budget for General Fund.

Attachments

FY26 Budget Ordinance 25-027

RLS Memo

Budget

Proof of Publication

Form Review

Inbox	Reviewed By	Date
Finance Department	Megan LeGrand	08/13/2025 02:19 PM

Finance Department	Johnna Morris	08/18/2025 04:47 PM
City Manager	Richard Chess	08/19/2025 04:38 PM
Form Started By: Megan LeGrand		Started On: 08/13/2025 01:48 PM
Final Approval Date: 09/09/2025		

ORDINANCE NO. 25-027

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; **ADOPTING A FINAL BUDGET FOR THE CITY OF FORT PIERCE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026;** AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The City Commission of Fort Pierce, Florida after having held a public hearing, hereby adopts as its final budget for the operation of the government of said City for the fiscal year beginning October 1, 2025, and ending September 30, 2026, the estimates made by the City Manager of said City presented to the City Commission on September 08, 2025, which detailed amended estimates are now on file with the City Clerk and the Director of Finance.

SECTION 2. That it shall be the duty of the City Manager to set up the aforesaid appropriation of revenues and expenses on the account records of said City, to keep such accounts thereof, as required by the Charter of said City, as may be directed from time to time by the City Commission.

SECTION 3. This ordinance shall be and become effective October 1, 2025.

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 25-027 was duly advertised by title only in the St. Lucie News Tribune on ; 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 September 08, 2025; and was duly introduced, read by title only, and passed on second and final reading on September 15, 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 day of September , 2025.

_____
Linda Hudson, Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

(City Seal)

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MEGAN LEGRAND, EXECUTIVE ASSISTANT, FINANCE DEPARTMENT

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: FY 2026 BUDGET ORDINANCE

CAO RLS FILE: 25-258

DATE: AUGUST 7, 2025

I have reviewed the above request for legal services related to the ordinance adopting the fiscal year 2026 budget. The ordinance is approved as to form and correctness.

Please remember to fill in the ordinance number and advertisement dates in the last paragraph where the blanks are left prior to presentation to the City Commission for adoption.

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

Thank you.

THE SUNRISE CITY

FORT PIERCE *Florida*

FY 2025/26

PROPOSED OPERATING BUDGET

September 8, 2025 Budget Hearing

FY 2026 Proposed Budget

GENERAL FUND - REVENUE DETAIL

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Taxes					
311 010	Current Ad Valorem	$ 22,312,937	$ 26,192,608	$ 30,772,543	$ 33,697,722
311 015	Ad Valorem Adjustment	0	0	(1,538,627)	(1,684,886)
311 020	Delinquent Ad Valorem	52,630	43,651	40,000	50,000
312 410	Local Option Gas Tax	1,346,683	1,435,137	1,400,500	1,425,000
312 420	New Local Option Gas Tax	1,141,681	997,273	1,100,000	1,000,000
314 100	Public Service Electricity	2,906,753	3,046,061	2,850,000	2,900,000
314 101	Electricity FPL	559,577	601,410	525,000	575,000
315 200	Telecommunications Tax	1,495,303	1,582,419	1,350,000	1,585,000
314 300	Public Service Water	396,375	476,168	395,000	475,000
319 900	Misc. Taxes	879	956	900	900
	Total Taxes	$ 30,212,819	$ 34,375,683	$ 36,895,316	$ 40,023,736
Licenses and Permits					
316 000	Business Tax Receipts	$ 327,304	$ 337,024	$ 0	$ 0
316 000	Certificates of Use	0	0	325,000	335,000
322 910	Planning & Zoning Fees	129,945	140,270	225,000	140,000
322 920	Amendments	47,339	23,662	45,000	25,000
322 930	Sign Fees	5,060	9,030	5,500	8,000
322 940	Miscellaneous	127,468	108,888	125,000	125,000
329 501	Animal Licenses	9,195	6,421	9,500	6,500
329 502	Lot Clearing Permits	19,679	10,751	7,500	10,000
329 503	Demolition Permits	41,822	12,940	5,000	15,000
329 505	Special Event	250	250	0	250
329 506	Vendor Permit/Application Fees	250	0	700	250
329 599	Other Licenses/Permits	20,146	50	15,000	500
	Total Licenses and Permits	$ 728,456	$ 649,287	$ 763,200	$ 665,500
Intergovernmental Revenues					
331 510	Disaster Relief/Federal	$ 159,894	$ 27,868	$ 0	$ 0
331 511	Other Revenue/Federal	0	270,757	0	0
331 512	Other Public Safety/Federal	22,699	57,655	0	0
331 392	Physical Environment	0	514,234	0	0
334 510	Disaster Relief/State	480	2,579	0	0
334 520	Other Revenue/State	0	30,462	0	0
335 125	State Revenue Sharing	2,347,309	2,229,151	2,300,000	2,250,000
335 180	Half Cent Sales Tax	2,952,013	2,764,772	2,900,000	2,800,000

FY 2026 Proposed Budget

GENERAL FUND - REVENUE DETAIL

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Intergovernmental Revenues contd.					
335 140	Mobile Home License	66,644	66,096	60,000	66,000
335 150	Beverage License	51,588	54,974	55,000	55,000
335 630	Infrastructure Sales Tax	3,090,283	2,707,486	3,000,000	3,000,000
312 520	Casualty Premium Tax	544,239	574,934	545,000	575,000
335 450	Fuel Tax Refund	54,856	58,464	50,000	55,000
338 020	County Shared Occup. License	66,717	51,342	60,000	55,000
339 010	Payments in Lieu of Tax-Hsg Auth	37,308	34,407	34,500	34,500
	Total Intergovernmental Rev.	$ 9,394,032	$ 9,445,181	$ 9,004,500	$ 8,890,500
Charges for Services					
341 341	Sale Maps and Publications	$ 0	$ 0	$ 50	$ 0
341 310	Certified Copying & Rec Search	64,683	40,216	60,000	45,000
341 315	Reproduction-City Hall	7,390	7,445	9,500	7,500
341 320	Application Fee	22,376	11,070	20,000	15,000
341 325	Investigative Surcharge	26,315	28,726	25,000	27,500
341 330	Jury Duty and Fees	0	5	100	100
341 335	Qualifying Fees	550	2,683	500	500
343 910	Lot Clearing-Admin. Charge	37,090	28,760	25,000	28,500
343 920	Rotation Towing-Admin. Charge	31,675	26,350	30,000	30,000
354 010	Parking Fines	71,347	37,828	75,000	50,000
354 015	Traffic Fines	48,217	40,569	35,000	40,000
345 910	Vacation Rental Reg Fee	160,015	97,561	100,000	100,000
347 415	Community Center/Bus. Social	122,039	108,432	115,000	115,000
347 420	Comm. Center Special Events	29,745	34,729	30,000	35,000
347 425	Comm. Center Rental Fees	35,098	33,904	35,000	35,000
347 430	Comm. Center Events	16,988	18,160	16,500	17,750
347 435	Comm. Center Insurance & Other	14,025	10,345	12,000	12,000
347 950	Youth Activity Funds	62,230	49,893	70,000	55,000
	Total Charges for Services	$ 749,783	$ 576,675	$ 658,650	$ 613,850
Fines and Forfeitures					
351 910	Court Fines	$ 5,411	$ 4,509	$ 2,500	$ 4,500
351 920	Police Education	6,510	5,945	5,500	6,500
354 055	Alarm Permit Violations	170,950	233,260	150,000	160,000

GENERAL FUND - REVENUE DETAIL

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Fines and Forfeitures contd.					
354 030	License Penalties	9,909	12,834	9,000	10,000
354 040	Animal Control	2,772	12,653	7,500	10,000
354 050	Property Code Violations	156,094	151,324	100,000	150,000
	Total Fines & Forfeitures	$ 351,644	$ 420,525	$ 274,500	$ 341,000
Miscellaneous Revenues					
361 100	Interest on Investments	$ 9,684	$ 8,639	$ 15,000	$ 15,000
361 101	Other Interest Earnings	6,571	4,639	3,500	5,000
362 013	Rent - Little Jim	29,810	31,169	29,000	31,200
362 014	Rental	45,000	45,000	45,000	45,000
362 015	Misc. Rental	2,782	3,035	3,000	3,000
325 210	Liens	321,592	171,136	75,000	125,000
325 220	Demolition Lien	6,993	4,697	5,000	5,000
325 230	Lot Clearing	58,968	83,279	50,000	75,000
325 240	Interest on Assessments	482	234	100	100
325 250	Emergency Repair Liens	(19,343)	5,217	6,000	5,000
364 005	Sale of Surplus Equipment	23,345	35,700	30,000	25,000
366 000	Other Contributions/Donations	22,184	3,167	500	2,500
361 400	Gain/Loss on Sale of Investments	487	4,672	0	0
369 904	Reimbursement of Expenditures	252,609	343,267	275,000	275,000
369 905	Purchasing Card Rebate	48,443	48,973	50,000	48,500
369 909	Wellness Program	2,738	2,865	19,200	3,000
	Reimbursement Contractual Services				
369 944	Utilities Authority	334,477	0	0	0
369 915	Stormwater	0	367,316	700,000	625,000
369 942	Golf Course	33,000	33,000	33,000	33,000
369 913	Sunrise Theatre	33,000	33,000	0	0
369 924	Other Misc Revenues	94,000	200,271	25,000	100,000

GENERAL FUND - REVENUE DETAIL

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Miscellaneous Revenues contd.					
	Administrative Reimbursement				
369 940	Ft. Pierce Redevelopment Agcy	175,000	175,000	181,000	186,500
369 952	Marina	45,000	45,000	46,350	48,000
369 921	Solid Waste	80,000	80,000	82,400	85,000
369 922	Retirement & Benefit System	189,000	207,900	227,000	275,000
369 953	Police Department/Detail Work	87,570	21,283	190,000	199,500
369 906	Building Department	300,000	300,000	310,000	319,500
	Other Miscellaneous Reimbursements				
369 917	St. Lucie County	0	0	75,000	0
369 916	State of Florida	608,940	613,903	575,000	600,000
369 300	Settlement	279,161	75,283	75,000	75,000
369 990	Other Misc. Revenues	80,374	199,959	75,000	125,000
	Total Miscellaneous Revenues	$ 3,151,865	$ 3,147,603	$ 3,201,050	$ 3,334,800
Interfund Transfers					
381 089	Restricted Fund	$ 436,476	$ 186,345	$ 250,000	975,000
381 091	FPRA	2,384,248	3,879,075	5,442,950	4,290,825
381 092	CDBG/Grants	0	0	0	500,000
381 097	Solid Waste	38,055	0	0	0
381 098	Building	4,455	0	0	0
	Total Interfund Transfers	$ 2,863,234	$ 4,065,420	$ 5,692,950	$ 5,765,825
Contribution from Enterprise Funds					
382 010	Electricity	$ 4,297,058	$ 4,447,769	$ 4,698,480	4,635,222
382 020	Water	1,257,407	1,516,555	1,659,798	1,706,777
382 030	Gas	300,259	321,577	343,542	351,617
382 040	Sewer	903,607	1,176,447	1,300,518	1,282,737
382 045	UA Other	90	5,574	600	647
382 050	Solid Waste Transfer	700,000	500,000	500,000	500,000
382 055	Golf Course Transfer	0	0	0	0
382 060	Marina Transfer	0	275,000	275,000	275,000
382 090	Building Department	275,000	0	0	0
	Total Contribution from Enterprise	$ 7,733,421	$ 8,242,922	$ 8,777,938	$ 8,752,000

FY 2026 Proposed Budget

GENERAL FUND - REVENUE DETAIL

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Total Revenue	$ 55,185,254	$ 60,923,297	$ 65,268,104	$ 68,387,211
Appropriated Fund Balance	0	0	0	0
Restricted Revenue	(400,000)	(600,000)	(600,000)	(600,000)
Unrestricted Fund Balance	(1,324,555)	(807,919)	0	0
TOTAL GENERAL FUND RESOURCES	**$ 53,460,699**	**$ 59,515,378**	**$64,668,104**	**$67,787,211**

Budget for Fiscal Year 2025/26

PERSONNEL SERVICES COST BY DEPARTMENT/DIVISION

	Department/Division	2025 Funded Positions	2026 Funded Positions	Salaries	Overtime	FICA	Retirement	Life/Health Insurance	Dental Insurance	Workers' Comp	Total
General Fund											
10 00	City Commission	5	5	$173,628	$0	$15,348	$25,867	$57,833	$1,522	$347	$274,546
13 00	City Manager	8	6	821,202	0	64,061	162,105	68,557	3,281	1,642	1,120,850
14 00	City Attorney	6	6	711,291	0	54,827	150,607	62,368	3,039	757	982,888
16 00	City Clerk	5	5	395,136	0	30,641	78,000	54,287	2,404	790	561,257
22 00	Human Resources	6	6	491,966	0	38,048	97,114	47,669	1,994	984	677,775
24 00	Finance	11	11	953,015	0	73,319	130,489	136,341	7,090	1,906	1,302,159
25 00	Information Technology	13	12	1,048,189	15,000	81,334	209,874	144,307	7,168	2,126	1,507,998
26 00	Purchasing	4	4	278,465	0	21,303	54,969	21,020	1,276	557	377,589
28 00	Community & Economic Development	0	5	408,663	0	31,676	80,670	51,315	3,143	817	576,284
28 05	Grants Administration	0	5	358,201	0	27,402	70,709	51,644	2,191	716	510,863
29 01	Planning	7	6	556,134	0	42,957	109,781	79,424	3,275	1,142	792,713
29 03	Code Enforcement	15	14	808,019	10,000	62,992	161,477	147,838	6,484	19,976	1,216,786
30 00	Police (Combined)	176	176	13,555,163	600,000	1,082,870	2,647,051	2,189,312	95,760	399,273	20,569,429
40 00	Public Works (Combined)	66	66	3,589,225	75,000	280,313	675,840	737,164	33,484	156,277	5,547,302
44 00	Engineering	10	11	996,573	5,000	77,446	169,486	130,510	5,591	24,356	1,408,961
45 04	Leisure Services	7	7	359,055	0	27,468	70,877	62,154	2,592	3,867	526,012
60 00	Administrative	0	0	0	0	0	0	175,000	0	0	175,000
	General Fund Total	**339**	**345**	**$25,503,923**	**$705,000**	**$2,012,005**	**$4,894,915**	**$4,216,743**	**$180,294**	**$615,534**	**$38,128,415**
Enterprise & Special Revenue Funds											
29 02	Building Inspections	34	34	2,304,286	30,000	178,986	460,788	388,743	17,399	40,589	3,420,791
30 05	Police Grants	6	6	257,297	5,000	20,066	52,157	21,020	848	2,421	358,808
30 07	Police Grants/FPRA	10	10	720,380	40,000	58,169	154,965	89,041	5,006	23,953	1,091,514
40 07	Animal Shelter	16	10	361,995	0	27,693	71,458	78,358	3,914	5,430	548,848
41 00	Marina	11	11	688,749	5,000	53,485	95,945	108,936	4,722	19,252	976,089
42 00	Solid Waste	44	50	2,933,104	50,000	228,621	576,254	537,793	23,642	124,605	4,474,018
45 00	Golf Course	4	4	309,060	0	23,643	61,008	46,568	2,008	340	442,628
46 00	Sunrise Theatre	3	5	379,867	0	29,473	74,986	65,476	2,851	760	553,413
90 00	CDBG	5	0	0	0	0	0	0	0	0	0
	Enterprise Funds Total	**133**	**130**	**7,954,738**	**130,000**	**620,135**	**1,547,562**	**1,335,934**	**60,390**	**217,350**	**11,866,108**
	TOTAL ALL FUNDS	**472**	**475**	**$33,458,661**	**$835,000**	**$2,632,140**	**$6,442,477**	**$5,552,677**	**$240,684**	**$832,884**	**$49,994,523**

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
City Commission					
10 00	Personnel Services	$ 247,792	$ 262,988	$ 267,669	$ 274,546
	Operating Expense	50,409	55,228	52,745	51,163
	Capital Outlay	2,927	588	0	0
		$ 301,128	$ 318,804	$ 320,414	$ 325,709
City Manager					
13 00	Personnel Services	$ 941,376	$ 886,017	$ 996,978	$ 1,120,850
	Operating Expense	50,244	39,543	53,350	62,550
	Capital Outlay	0	0	0	0
		$ 991,620	$ 925,561	$ 1,050,328	$ 1,183,399
City Attorney					
14 00	Personnel Services	$ 672,607	$ 648,109	$ 929,207	$ 982,888
	Operating Expense	56,944	88,345	113,440	127,600
	Capital Outlay	0	588	0	0
		$ 729,551	$ 737,042	$ 1,042,647	$ 1,110,488
City Clerk					
16 00	Personnel Services	$ 428,590	$ 458,859	$ 496,254	$ 561,257
	Operating Expense	47,005	47,037	53,890	52,273
	Capital Outlay	0	0	0	0
		$ 475,595	$ 505,896	$ 550,144	$ 613,530

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Human Resources					
22 00	Personnel Services	$ 520,269	$ 502,531	$ 681,316	$ 677,775
	Operating Expense	108,443	283,474	79,100	96,241
	Capital Outlay	2,627	4,092	0	0
		$ 631,339	$ 790,097	$ 760,416	$ 774,016
Finance					
24 00	Personnel Services	$ 1,023,228	$ 1,155,898	$ 1,245,501	$ 1,302,159
	Operating Expense	65,546	73,836	65,500	63,535
	Capital Outlay	0	0	0	0
		$ 1,088,774	$ 1,229,733	$ 1,311,001	$ 1,365,694
Information Technology					
25 00	Personnel Services	$ 853,127	$ 1,130,261	$ 1,701,373	$ 1,507,998
	Operating Expense	847,998	1,074,332	1,474,875	1,520,774
	Capital Outlay	15,276	2,724	80,000	0
		$ 1,716,401	$ 2,207,316	$ 3,256,248	$ 3,028,772
Purchasing					
26 00	Personnel Services	$ 337,528	$ 277,183	$ 371,871	$ 377,589
	Operating Expense	25,409	63,996	26,750	26,335
	Capital Outlay	3,391	0	0	0
		$ 366,328	$ 341,179	$ 398,621	$ 403,924
Community & Economic Development					
28 00	Personnel Services	$ 0	$ 0	$ 0	$ 576,284
	Operating Expense	0	0	0	26,345
	Capital Outlay	0	0	0	0
		$ 0	$ 0	$ 0	$ 602,629

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Grants Administration					
2805	Personnel Services	$ 0	$ 0	$ 0	$ 510,863
	Operating Expense	0	0	0	11,000
	Capital Outlay	0	0	0	0
		$ 0	$ 0	$ 0	$ 521,863
Planning					
29 01	Personnel Services	$ 677,672	$ 734,872	$ 815,941	$ 792,713
	Operating Expense	56,117	51,224	106,900	162,100
	Capital Outlay	1,390	0	0	0
		$ 735,178	$ 786,096	$ 922,841	$ 954,813
Community Response/Code Enforcement					
29 03	Personnel Services	$ 1,093,205	$ 1,126,673	$ 1,265,987	$ 1,216,786
	Operating Expense	435,118	388,038	420,400	445,133
	Capital Outlay	3,706	3,134	0	0
		$ 1,532,029	$ 1,517,846	$ 1,686,387	$ 1,661,919
Police					
30 00	Personnel Services	$ 16,028,716	$ 17,708,299	$ 19,340,892	$ 20,569,429
	Operating Expense	1,758,404	2,007,013	1,943,500	2,286,842
	Capital Outlay	95,569	51,479	0	0
		$ 17,882,689	$ 19,766,791	$ 21,284,392	$ 22,856,271
Public Works/Director					
40 02	Personnel Services	$ 74,035	$ 85,691	$ 81,266	$ 85,230
	Operating Expense	104,635	93,198	24,999	25,800
	Capital Outlay	5,796	0	0	0
		$ 184,466	$ 178,888	$ 106,265	$ 111,030

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Public Works/Fleet Maintenance					
40 03	Personnel Services	$ 720,817	$ 836,783	$ 904,736	$ 910,981
	Operating Expense	111,680	40,540	48,200	47,150
	Capital Outlay	695	15,635	0	0
		$ 833,192	$ 892,958	$ 952,936	$ 958,131
Public Works/Facilities Maintenance					
40 04	Personnel Services	$ 913,680	$ 950,327	$ 974,821	$ 1,016,881
	Operating Expense	655,752	927,613	533,500	607,650
	Capital Outlay	3,425	34,868	0	0
		$ 1,572,857	$ 1,912,808	$ 1,508,321	$ 1,624,531
Public Works/Parks & Grounds					
40 05	Personnel Services	$ 1,807,379	$ 1,835,134	$ 1,923,821	$ 2,010,834
	Operating Expense	1,011,049	1,140,166	926,500	921,000
	Capital Outlay	15,882	0	0	0
		$ 2,834,310	$ 2,975,300	$ 2,850,321	$ 2,931,834
Public Works/Streets & Drainage					
40 06	Personnel Services	$ 1,367,146	$ 1,295,321	$ 1,463,663	$ 1,523,377
	Operating Expense	1,346,483	1,273,161	1,350,000	1,262,000
	Capital Outlay	0	0	0	0
		$ 2,713,628	$ 2,568,482	$ 2,813,663	$ 2,785,377
Engineering					
44 00	Personnel Services	$ 1,096,256	$ 972,277	$ 1,196,618	$ 1,408,961
	Operating Expense	401,468	244,351	589,150	588,250
	Capital Outlay	0	588	0	0
		$ 1,497,724	$ 1,217,216	$ 1,785,768	$ 1,997,211

GENERAL FUND - SUMMARY OF EXPENDITURES BY DEPARTMENT

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Leisure Services					
45 04	Personnel Services	$ 225,585	$ 314,238	$ 550,468	$ 526,012
	Operating Expense	237,475	296,506	246,850	294,347
	Capital Outlay	0	3,694	0	0
		$ 463,060	$ 614,438	$ 797,318	$ 820,359
Administrative					
60 00	Personnel Services	$ 771,707	$ 843,594	$ 770,000	$ 750,000
	Operating Expense	7,250,127	9,036,268	9,956,491	10,322,940
	Capital Outlay	3,563,596	3,723,664	4,111,052	4,148,026
	Grants and Aid	234,633	662,691	573,000	595,500
	Non-Oper. Transfer	5,090,767	5,762,709	5,859,530	5,339,242
		$ 16,910,830	$ 20,028,926	$ 21,270,073	$ 21,155,709
All Departments					
	Personnel Services	$ 29,800,714	$ 32,025,054	$ 35,978,381	$ 38,703,415
	Operating Expense	14,620,305	17,223,868	18,066,141	19,001,028
	Capital Outlay	3,714,279	3,841,056	4,191,052	4,148,026
	Grants and Aid	234,633	662,691	573,000	595,500
	Non-Oper. Transfer	5,090,767	5,762,709	5,859,530	5,339,242
TOTAL GENERAL FUND EXPENDITURES		**$ 53,460,699**	**$ 59,515,378**	**$ 64,668,104**	**$ 67,787,211**

Fund Title: General | **Department: Commission**
Fund/Division Number: 001-1000 | **Division:**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Mayor/Commissioner	1	1	1	1
Commissioners	4	4	4	4
Total Budgeted Staffing Level	5	5	5	5

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages-Mayor	$ 37,697	$ 40,560	$ 40,560	$ 42,588
1010	Salaries and Wages-Commissioners	115,538	124,800	124,800	131,040
1030	Accrued Compensation	0	0	0	0
2010	FICA	12,307	13,049	14,716	15,348
2020	Retirement Contributions	22,145	22,284	23,175	25,867
2030	Life & Health Insurance	58,086	60,165	62,270	57,833
2035	Dental Insurance	1,719	1,796	1,966	1,522
2040	Workers' Compensation	299	335	182	347
	Total Personnel Services	$ 247,792	$ 262,988	$ 267,669	$ 274,546
Operating Expense					
4010	Car Allowance	$ 27,295	$ 27,000	$ 27,000	$ 27,000
4030	Conferences	11,601	18,146	20,000	18,918
4110	Communications	7,945	7,059	0	0
4120	Freight and Postage	5	0	100	0
4710	Reproduction	0	46	200	0
4810	Advertising	674	570	1,695	895
4990	Miscellaneous Expense	814	69	1,500	1,000
5110	Office Supplies	1,120	806	500	1,000
5150	Miscellaneous Equipment	149	260	0	0
5250	Uniforms	0	53	750	500
5410	Books, Pubs, Subscriptions & Mbrshp	806	1,218	1,000	1,850
	Total Operating Expense	$ 50,409	$ 55,228	$ 52,745	$ 51,163
Capital Outlay					
6410	Office Equipment & Machinery	$ 2,927	$ 588	$ 0	$ 0
	Total Capital Outlay	$ 2,927	$ 588	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 301,128**	**$ 318,804**	**$ 320,414**	**$ 325,709**

FY 2026 Proposed Budget

Fund Title: General **Department: City Manager**
Fund/Division Number: 001-1300 **Division:**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
City Manager	1	1	1	1
Deputy City Manager	0	0	0	2
Executive Assist/City Manager	1	1	1	1
Administrative Assistant	1	0	0	1
Special Projects Coordinator	1	1	1	1
CRA Administrator	0	1	1	0
Redevelopment Specialist	2	2	3	0
Redevelopment Assistant	0	1	1	0
Economic Development Manager	1	0	0	0
Total Budgeted Staffing Level	7	7	8	6

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 608,327	$ 656,038	$ 723,110	$ 806,202
1030	Accrued Compensation	94,811	11,089	12,000	15,000
1040	Overtime	2,557	0	0	0
2010	FICA Taxes	47,004	46,994	56,649	64,061
2020	Retirement Contributions	100,225	83,628	99,015	162,105
2030	Life & Health Insurance	83,365	82,985	100,632	68,557
2035	Dental Insurance	3,833	3,852	4,763	3,281
2040	Workers' Compensation	1,254	1,432	809	1,642
	Total Personnel Services	$ 941,376	$ 886,017	$ 996,978	$ 1,120,850
Operating Expense					
3490	Contractual Fees	$ 0	$ 0	$ 0	$ 0
3495	Temporary Employee Services	0	0	0	0
4010	Car Allowance	5,400	5,400	5,400	16,200
4020	Travel and Education	10,442	6,730	12,000	10,400
4030	Conferences	0	0	0	0
4110	Communications	13,621	12,215	0	0
4120	Freight and Postage	423	90	600	600
4410	Equipment Rental	4,341	2,401	5,000	5,000

Fund Title: General **Department: City Manager**
Fund/Division Number: 001-1300 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
4651	Vehicle Parts	0	226	350	350
4660	Equipment Maintenance	0	0	500	500
4675	Software Maintenance	0	0	2,500	2,500
4710	Reproduction	0	0	0	0
4720	Outside Printing	1,355	218	3,000	3,000
4810	Advertising	139	178	4,000	4,000
4990	Miscellaneous Expense	4,340	5,359	6,000	6,000
5110	Office Supplies	2,886	2,848	5,500	5,500
5120	EDP Supplies	153	171	0	0
5150	Misc. Equipment Expense	945	0	0	0
5210	Gas & Oil	696	594	1,200	1,200
5250	Uniforms	327	0	800	800
5410	Books, Pubs, Subscriptions & Mbrshp	5,177	3,113	6,500	6,500
	Total Operating Expense	$ 50,244	$ 39,543	$ 53,350	$ 62,550
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 991,620**	**$ 925,561**	**$ 1,050,328**	**$ 1,183,399**

Fund Title: General **Department: City Attorney**
Fund/Division Number: 001-1400 **Division:**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
City Attorney	1	1	1	1
Senior Assistant City Attorney	0	0	0	1
Assistant City Attorney	1	1	2	1
Legal Assistant/Paralegal	1	1	1	1
Risk Manager	1	1	1	1
Risk Manager Admin. Specialist	1	1	1	1
Total Budgeted Staffing Level	5	5	6	6

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 484,085	$ 469,315	$ 674,174	$ 709,291
1030	Accrued Compensation	15,923	1,511	3,000	2,000
1040	Overtime	264	0	0	0
2010	FICA Taxes	36,336	36,574	52,217	54,827
2020	Retirement Contributions	78,967	84,004	125,751	140,409
2026	Retirement Contributions/ICMA	0	9,962	9,712	10,198
2030	Life & Health Insurance	53,803	43,953	61,191	62,368
2035	Dental Insurance	2,596	2,154	2,512	3,039
2040	Workers' Compensation	633	638	651	757
	Total Personnel Services	$ 672,607	$ 648,109	$ 929,207	$ 982,888
Operating Expense					
3100	Professional Services	$ 0	$ 0	$ 0	$ 0
3120	Legal Fees	0	0	0	0
3125	Trial Extra Ordinary Services	0	0	0	0
3136	Outside Attorney/Consultants	26,957	55,453	50,000	50,000
3140	Paralegal Fees	0	0	0	0
3490	Contractual Fees	0	750	0	0
3495	Temporary Employee Services	0	0	0	0
4010	Car Allowance	4,703	5,400	5,400	5,400
4020	Travel & Education	3,335	740	5,000	5,000
4030	Conferences	3,472	3,790	5,000	5,000
4110	Communications	8,093	7,109	0	0
4120	Freight and Postage	51	46	100	100
4410	Equipment Rental	1,023	2,582	0	3,000

Fund Title: General **Department: City Attorney**
Fund/Division Number: 001-1400 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
4675	Software Maintenance	0	0	0	10,000
4710	Reproduction	2,114	0	2,500	1,500
4720	Outside Printing	0	0	100	100
4810	Advertising	0	725	0	1,000
4947	Wellness	0	0	32,840	35,000
4990	Miscellaneous Expense	283	135	1,000	500
5110	Office Supplies	970	1,925	2,500	2,000
5120	EDP Supplies	0	45	0	0
5410	Books,Pubs,Subscriptions & Mbrshp	5,945	9,645	9,000	9,000
	Total Operating Expense	$ 56,944	$ 88,345	$ 113,440	$ 127,600
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 588	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 588	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 729,551**	**$ 737,042**	**$ 1,042,647**	**$ 1,110,488**

FY 2026 Proposed Budget

Fund Title: General | **Department: City Clerk**
Fund/Division Number: 001-1600 | **Division:**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
City Clerk	1	1	1	1
Records Management Coordinator	1	1	1	1
Deputy City Clerk II	0	0	0	1
Deputy City Clerk I	0	0	0	2
Deputy City Clerk/Permit Specialist	3	3	3	0
Total Budgeted Staffing Level	5	5	5	5

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 297,513	$ 318,311	$ 342,844	$ 391,636
1030	Accrued Compensation	2,700	2,835	2,000	3,500
1040	Overtime	0	269	0	0
2010	FICA Taxes	22,616	24,358	26,794	30,641
2020	Retirement Contributions	51,430	57,376	64,038	78,000
2030	Life & Health Insurance	51,239	52,480	57,172	54,287
2035	Dental Insurance	2,539	2,627	3,027	2,404
2040	Workers' Compensation	554	603	379	790
	Total Personnel Services	$ 428,590	$ 458,859	$ 496,254	$ 561,257
Operating Expense					
3480	Election Fees	$ 0	$ 0	$ 500	$ 0
3490	Contractual Fees	884	1,718	4,750	4,000
3495	Temporary Employee Svcs.	0	7,633	0	0
4010	Car Allowance	5,400	5,400	5,400	5,400
4020	Travel and Education	9,699	5,680	12,000	12,000
4110	Communications	5,378	6,731	4,620	4,620
4120	Freight and Postage	3,290	3,067	3,000	2,750
4410	Equipment Rental	3,114	3,145	3,590	3,590
4675	Software Maintenance	0	0	0	0
4710	Reproduction	500	247	500	495
4720	Outside Printing	297	818	400	400
4810	Advertising	710	620	1,350	1,000
4960	Administrative Charges	13,790	8,563	15,000	14,633
4990	Miscellaneous Expenses	0	77	0	0
5110	Office Supplies	2,160	1,728	1,400	1,400

Fund Title: General **Department: City Clerk**
Fund/Division Number: 001-1600 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
5120	EDP Supplies	219	0	500	500
5410	Books,Pubs,Subscriptions & Mbrshp	1,565	1,610	880	1,485
	Total Operating Expense	$ 47,005	$ 47,037	$ 53,890	$ 52,273
Capital Outlay					
6410	Office Equip & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 475,595**	**$ 505,896**	**$ 550,144**	**$ 613,530**

Fund Title: General | **Department: Administrative Services**
Fund/Division Number: 001-2200 | **Division: Human Resources**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Human Resources Manager	1	1	1	1
Assistant Manager	1	1	1	1
Employee Relations Specialist	0	0	1	1
Information System Specialist	0	0	1	1
Human Resources Specialist	0	0	1	1
Human Resources Assistant	0	0	1	1
Human Resources Generalist	1	1	0	0
Human Resources Technician	1	1	0	0
Switchboard Operator	1	1	0	0
Total Budgeted Staffing Level	5	5	6	6

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 353,168	$ 347,970	$ 476,123	$ 483,966
1030	Accrued Compensation	0	15,813	7,500	8,000
1040	Overtime	30,926	12,568	0	0
2010	FICA Taxes	29,056	28,307	36,997	38,048
2020	Retirement Contributions	45,268	61,156	89,809	97,114
2030	Life & Health Insurance	58,621	34,519	67,370	47,669
2035	Dental Insurance	2,563	1,485	2,985	1,994
2040	Workers' Compensation	668	714	532	984
	Total Personnel Services	$ 520,269	$ 502,531	$ 681,316	$ 677,775
Operating Expense					
3120	Legal Fees	$ 2,355	$ 61,328	$ 12,500	$ 12,500
3180	Medical Services	33,265	24,786	25,000	25,000
3190	Consultant Fees	1,225	26,522	6,000	6,000
3490	Misc. Contractual Fees	0	776	5,500	5,500
3495	Temporary Employee Svcs.	26,725	137,146	0	0
4010	Car Allowance	4,950	5,400	0	0
4020	Travel and Education	7,438	0	10,000	10,000
4110	Communications	4,285	4,553	0	0
4120	Freight and Postage	16	51	500	500
4410	Equipment Rental	4,471	4,759	4,000	4,000
4651	Vehicle Parts	19	867	0	0
4675	Software Maintenance	0	0	0	3,741

Fund Title: General | **Department: Administrative Services**
Fund/Division Number: 001-2200 | **Division: Human Resources**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
4720	Outside Printing	994	0	100	0
4810	Advertising	3,539	0	500	5,000
4850	Service Awards	5,669	10,821	5,000	12,000
4990	Miscellaneous Expenses	3,288	120	2,000	3,500
5110	Office Supplies	7,094	4,450	3,000	3,500
5120	EDP Supplies	389	119	500	500
5150	Misc. Equipment Expense	206	721	500	500
5210	Gas & Oil	370	591	0	0
5410	Books,Pubs,Subscriptions & Mbrshp	2,146	464	4,000	4,000
	Total Operating Expense	$ 108,443	$ 283,474	$ 79,100	$ 96,241
Capital Outlay					
6410	Office Equip & Machinery	$ 2,627	$ 588	$ 0	$ 0
6420	Furniture & Furnishings	0	3,504	0	0
	Total Capital Outlay	$ 2,627	$ 4,092	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 631,339**	**$ 790,097**	**$ 760,416**	**$ 774,016**

Fund Title: General | **Department: Financial Services**
Fund/Division Number: 001-2400 | **Division: Finance**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Director of Finance	1	1	1	1
Chief Accountant	1	1	1	1
Accountant	1	1	1	1
Budget Analyst	0	1	1	1
Senior Accounting Analyst III	4	4	4	4
Payroll & Benefits Coordinator	1	1	1	1
Pension Analyst	1	1	1	1
Executive Assistant	1	1	1	1
Total Budgeted Staffing Level	10	11	11	11

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 719,970	$ 780,861	$ 892,189	$ 943,015
1030	Accrued Compensation	6,087	65,462	13,000	10,000
1040	Overtime	9,030	12,942	6,000	0
2010	FICA Taxes	54,946	64,511	70,119	73,319
2020	Retirement Contributions	116,789	117,277	117,569	130,489
2030	Life & Health Insurance	109,264	108,172	138,911	136,341
2035	Dental Insurance	5,731	5,141	6,710	7,090
2040	Workers' Compensation	1,411	1,532	1,002	1,906
	Total Personnel Services	$ 1,023,228	$ 1,155,898	$ 1,245,501	$ 1,302,159
Operating Expense					
3490	Misc. Contractual Fees	$ 514	$ 0	$ 0	$ 0
3495	Temporary Employee Svc	0	22,881	0	0
4010	Car Allowance	5,400	5,400	5,400	5,400
4020	Travel and Education	14,979	9,829	15,000	13,500
4110	Communications	12,842	10,155	0	0
4120	Freight and Postage	2,713	2,693	3,000	3,000
4660	Equipment Maintenance	0	0	3,000	3,000
4720	Outside Printing	0	0	1,500	1,500
4810	Advertising	3,034	2,259	3,100	3,100
4960	Administrative Charges	10,428	7,394	15,000	14,550
4990	Miscellaneous Expenses	5,295	5,464	5,000	5,000
5110	Office Supplies	2,657	3,299	5,000	5,000
5120	EDP Supplies	3,305	1,874	5,000	4,985
5410	Books,Pubs,Subscriptions & Mbrshp	4,380	2,587	4,500	4,500
	Total Operating Expense	$ 65,546	$ 73,836	$ 65,500	$ 63,535

Fund Title: General | **Department: Financial Services**
Fund/Division Number: 001-2400 | **Division: Finance**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	$ 0
6420	Furniture & Furnishings	0	0	0	0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,088,774**	**$ 1,229,733**	**$ 1,311,001**	**$ 1,365,694**

Fund Title: General | **Department: Administrative Services**
Fund/Division Number: 001-2500 | **Division: Information Technology**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
IT Network Administrator	1	1	0	1
IT Support Division Manager	0	0	1	1
Systems Analyst II	1	1	2	2
Systems Analyst I	2	2	2	1
GIS DIvision Manager	0	1	1	1
GIS Analyst II	1	1	1	1
ERP Business Systems Administrator	1	1	1	1
ERP Business Systems Analyst	1	1	1	1
IT Communications & Marketing Div. Manager	0	1	1	1
IT Media Specialist	1	1	1	1
Executive Assistant	0	1	1	1
Deputy City Manager/Dir. Of Admin. Serv.	0	1	1	0
GIS Analyst I	1	1	0	0
Administrative Assistant	1	0	0	0
IT Communications Specialist	1	0	0	0
IT Director	1	0	0	0
Total Budgeted Staffing Level	12	13	13	12

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 553,332	$ 751,550	$ 1,180,154	$ 1,038,189
1030	Accrued Compensation	12,830	7,516	10,000	10,000
1040	Overtime	35,657	50,562	15,000	15,000
2010	FICA Taxes	43,480	60,047	92,607	81,334
2020	Retirement Contributions	100,594	140,834	223,797	209,874
2030	Life & Health Insurance	101,195	113,212	170,668	144,307
2035	Dental Insurance	4,724	5,163	7,821	7,168
2040	Workers' Compensation	1,315	1,376	1,326	2,126
	Total Personnel Services	$ 853,127	$ 1,130,261	$ 1,701,373	$ 1,507,998
Operating Expense					
3190	Consultant Fees	$ 88,171	$ 129,090	$ 224,000	$ 176,799
3490	Misc. Contractual Fees	4,315	8,225	1,000	3,000
3495	Temporaty Employee Services	48,454	51,268	0	0
4010	Car Allowance	4,083	0	5,400	0
4020	Travel and Education	16,780	23,599	25,000	25,000
4110	Communications	25,564	27,147	300,000	300,000

Fund Title: General | **Department: Administrative Services**
Fund/Division Number: 001-2500 | **Division: Information Technology**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
4120	Freight and Postage	39	36	500	500
4410	Equipment Rental	2,068	433	20,000	20,000
4651	Vehicle Parts	711	4,268	0	0
4660	Equipment Maintenance	249	0	500	500
4670	Computer Maintenance	5,181	13,244	30,000	30,000
4675	Software Maintenance	631,194	781,403	840,000	936,000
4710	Reproduction	0	0	0	0
4720	Outside Printing	0	0	0	0
4810	Advertising	7,976	17,595	15,000	15,000
4990	Miscellaneous Expenses	3,334	4,595	1,500	1,500
5110	Office Supplies	1,144	1,410	1,200	1,200
5120	EDP Supplies	8,009	7,436	9,950	9,950
5150	Miscellaneous Equipment	7	1,097	0	0
5210	Gas & Oil	16	119	325	325
5250	Uniforms	0	1,260	0	0
5410	Books,Pubs,Subscriptions & Mbrshp	703	2,108	500	1,000
	Total Operating Expense	$ 847,998	$ 1,074,332	$ 1,474,875	$ 1,520,774
Capital Outlay					
6410	Office Equip & Machinery	$ 6,023	$ 2,724	$ 0	$ 0
6420	Furniture & Furnishings	9,253	0	0	0
6490	SBITA	0	0	80,000	0
	Total Capital Outlay	$ 15,276	$ 2,724	$ 80,000	$ 0
	TOTAL APPROPRIATIONS	**$ 1,716,401**	**$ 2,207,316**	**$ 3,256,248**	**$ 3,028,772**

Fund Title: General | **Department: Financial Services**
Fund/Division Number: 001-2600 | **Division: Purchasing**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Purchasing Manager	1	1	1	1
Purchasing Agent	2	2	2	2
Purchasing Specialist	1	1	1	1
Total Budgeted Staffing Level	4	4	4	4

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 241,597	$ 200,160	$ 265,075	$ 274,965
1030	Accrued Compensation	11,540	2,329	4,000	3,500
1040	Overtime	1,348	1,791	0	0
2010	FICA Taxes	19,312	15,571	20,584	21,303
2020	Retirement Contributions	33,511	36,415	49,967	54,969
2030	Life & Health Insurance	28,641	19,642	30,693	21,020
2035	Dental Insurance	1,117	765	1,256	1,276
2040	Workers' Compensation	463	510	296	557
	Total Personnel Services	$ 337,528	$ 277,183	$ 371,871	$ 377,589
Operating Expense					
3490	Misc. Contractual Fees	$ 0	$ 0	$ 0	$ 0
3495	Temporary Employee Services	0	44,544	0	0
4020	Travel and Education	2,205	1,370	7,000	7,000
4110	Communications	3,578	4,832	0	0
4120	Freight and Postage	660	10	1,500	1,500
4410	Equipment Rental	3,530	3,900	5,000	4,685
4651	Vehicle Parts	0	0	100	0
4810	Advertising	8,806	5,386	6,000	6,500
4990	Miscellaneous Expenses	1,623	818	1,500	1,500
5110	Office Supplies	3,237	1,395	3,000	2,500
5120	EDP Supplies	45	0	150	150
5210	Gas & Oil	0	42	500	500
5410	Books,Pubs,Subscriptions & Mbrshp	1,725	1,697	2,000	2,000
	Total Operating Expense	$25,409	$63,996	$26,750	$26,335
Capital Outlay					
6410	Office Equipment & Machinery	$ 3,391	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 3,391	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 366,328**	**$ 341,179**	**$ 398,621**	**$ 403,924**

Fund Title: General | **Department: Community & Economic Development**
Fund/Division Number: 001-2800 | **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level					
	Community & Economic Development Director	0	0	0	1
	Redevelopment Specialist	0	0	0	3
	Redevelopment Assistant	0	0	0	1
	Grants Division Manger	0	0	0	0
	Grants Writer	0	0	0	0
	Grants Reporting Specialist	0	0	0	0
	Community Resource Specialist	0	0	0	0
	Environmental Specialist/Admin. Assistant	0	0	0	0
	Total Budgeted Staffing Level	0	0	0	5

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 0	$ 0	$ 0	$ 404,163
1030	Accrued Compensation	0	0	0	4,500
1040	Overtime	0	0	0	0
2010	FICA Taxes	0	0	0	31,676
2020	Retirement Contributions	0	0	0	80,670
2030	Life & Health Insurance	0	0	0	51,315
2035	Dental Insurance	0	0	0	3,143
2040	Workers' Compensation	0	0	0	817
	Total Personnel Services	$ 0	$ 0	$ 0	$ 576,284
Operating Expense					
3490	Misc. Contractual Fees	$ 0	$ 0	$ 0	$ 0
3495	Temporary Employee Services	0	0	0	0
4020	Travel and Education	0	0	0	12,125
4110	Communications	0	0	0	0
4010	Car Allowance	0	0	0	5,400
4120	Freight and Postage	0	0	0	0
4410	Equipment Rental	0	0	0	0
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0
4810	Advertising	0	0	0	0
4990	Miscellaneous Expenses	0	0	0	0
5110	Office Supplies	0	0	0	4,850
5120	EDP Supplies	0	0	0	0
5150	Miscellaneous Equipment Expense	0	0	0	0
5210	Gas & Oil	0	0	0	970
5410	Books,Pubs,Subscriptions & Mbrshp	0	0	0	3,000
	Total Operating Expense	$0	$0	$0	$26,345

Fund Title: General **Department: Community & Economic Development**
Fund/Division Number: 001-2800 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 0**	**$ 0**	**$ 0**	**$ 602,629**

FY 2026 Proposed Budget

Fund Title: General		**Department:**	**Financial Services**
Fund/Division Number: 001-2805		**Division:**	**Grants Administration**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Grants Division Manger	0	0	0	1
Grants Writer	0	0	0	1
Grants Reporting Specialist	0	0	0	1
Community Resource Specialist	0	0	0	1
Environmental Specialist/Admin. Assistant	0	0	0	1
Total Budgeted Staffing Level	0	0	0	5

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 0	$ 0	$ 0	$ 357,701
1030	Accrued Compensation	0	0	0	500
1040	Overtime	0	0	0	0
2010	FICA Taxes	0	0	0	27,402
2020	Retirement Contributions	0	0	0	70,709
2030	Life & Health Insurance	0	0	0	51,644
2035	Dental Insurance	0	0	0	2,191
2040	Workers' Compensation	0	0	0	716
	Total Personnel Services	$ 0	$ 0	$ 0	$ 510,863
Operating Expense					
3490	Misc. Contractual Fees	$ 0	$ 0	$ 0	$ 0
3495	Temporary Employee Services	0	0	0	0
4020	Travel and Education	0	0	0	5,000
4120	Freight and Postage	0	0	0	500
4410	Equipment Rental	0	0	0	1,000
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0
4810	Advertising	0	0	0	0
4990	Miscellaneous Expenses	0	0	0	2,000
5110	Office Supplies	0	0	0	1,500
5120	EDP Supplies	0	0	0	0
5150	Miscellaneous Equipment Expense	0	0	0	0
5210	Gas & Oil	0	0	0	500
5410	Books,Pubs,Subscriptions & Mbrshp	0	0	0	500
	Total Operating Expense	$0	$0	$0	$11,000
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 0**	**$ 0**	**$ 0**	**$ 521,863**

Fund Title: General **Department: Planning**
Fund/Division Number: 001-2901 **Division:**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Planning Director	1	1	1	1
Assistant Planning Director	1	1	1	1
Senior Planner	1	1	1	1
Planner	1	1	1	1
Senior Planner/Historic Preservation Officer	1	1	1	1
Planning & Development Administrator	1	1	1	1
Principal Planner	0	0	0	0
Growth Management Coordinator	1	1	1	0
Total Budgeted Staffing Level	7	7	7	6

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 479,996	$ 516,011	$ 569,973	$ 552,634
1030	Accrued Compensation	3,249	5,508	6,000	3,500
1040	Overtime	0	1,434	0	0
2010	FICA Taxes	36,422	39,189	44,475	42,957
2020	Retirement Contributions	82,779	92,791	106,958	109,781
2030	Life & Health Insurance	71,378	75,791	84,262	79,424
2035	Dental Insurance	2,947	3,178	3,640	3,275
2040	Workers' Compensation	901	970	634	1,142
	Total Personnel Services	$ 677,672	$ 734,872	$ 815,941	$ 792,713
Operating Expense					
3140	Contractual Planning	$ 0	$ 0	$ 40,000	$ 100,000
3490	Contractual Fees	0	0	1,000	0
4010	Car Allowance	6,450	5,400	5,400	5,400
4020	Travel and Education	1,490	1,844	6,000	6,000
4110	Communications	7,611	6,798	0	0
4120	Freight and Postage	1,566	1,060	3,000	1,500
4410	Equipment Rental	7,649	6,242	7,500	7,000
4651	Vehicle Parts	0	0	500	500
4720	Outside Printing	131	325	1,000	500
4810	Advertising	27,481	23,609	30,000	30,000
4990	Miscellaneous Expenses	750	870	1,000	1,000
5110	Office Supplies	1,500	3,185	4,000	4,000
5120	EDP Supplies	115	87	500	200
5210	Gas and Oil	124	96	500	500
5232	Other Supplies	0	0	500	500
5410	Books,Pubs,Subscriptions & Mbrshp	1,250	1,708	6,000	5,000
	Total Operating Expense	$ 56,117	$ 51,224	$ 106,900	$ 162,100

Fund Title: General **Department: Planning**
Fund/Division Number: 001-2901 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Capital Outlay					
6410	Office Equipment & Machinery	$ 1,390	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 1,390	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 735,178**	**$ 786,096**	**$ 922,841**	**$ 954,813**

Fund Title: General | **Department: Community Response**
Fund/Division Number: 001-2903 | **Division: Code Enforcement**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Director of Community Response	1	1	1	1
Deputy Director of Community Response	0	0	0	1
Senior Code Enforcement Officer	1	1	1	1
Code Enforcement Officer	4	3	3	4
Code Enforcement/ParkingSpecialist (PT)	1	1	1	1
Executive Assistant	1	1	1	1
Admimistrative Assistant II	1	1	1	0
Admimistrative Assistant I	0	0	1	1
Animal Control Officer	4	5	5	4
Code Compliance Supervisor	1	1	1	0
Animal Shelter Administrator	1	0	0	0
Total Budgeted Staffing Level	15	14	15	14

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 658,945	$ 685,417	$ 841,931	$ 804,519
1030	Accrued Compensation	5,962	13,249	7,000	3,500
1040	Overtime	96,622	83,245	10,000	10,000
2010	FICA Taxes	56,904	58,121	66,121	62,992
2020	Retirement Contributions	125,342	134,268	159,503	161,477
2030	Life & Health Insurance	124,558	125,577	160,010	147,838
2035	Dental Insurance	5,112	5,171	6,862	6,484
2040	Workers' Compensation	19,761	21,625	14,559	19,976
	Total Personnel Services	$ 1,093,205	$ 1,126,673	$ 1,265,987	$ 1,216,786
Operating Expense					
3440	Demolition	$ 100	$ 0	$ 2,500	$ 2,500
3449	Nuisance Abatement	4,349	10,827	25,000	20,000
3490	Contractual Fees	45,454	9,905	7,000	12,000
3492	Spay/Neuter Vouchers	8,306	0	0	0
3495	Temp Employee Svc	735	23,267	0	0
4010	Car Allowance	5,400	5,400	5,400	5,400
4020	Travel and Education	4,884	7,069	8,000	7,500
4110	Communications	23,035	19,834	0	0
4120	Freight and Postage	18,974	16,812	15,000	14,000
4410	Equipment Rental	2,965	5,416	5,000	5,000
4650	Vehicle Maintenance	32	940	500	500
4651	Vehicle Parts	5,534	3,961	5,000	5,000
4675	Software Maintenance	1,047	0	0	25,000
4720	Outside Printing	1,417	2,610	2,000	2,000

Fund Title: General | **Department: Community Response**
Fund/Division Number: 001-2903 | **Division: Code Enforcement**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
4810	Advertising	276	955	500	1,000
4960	Administrative Fees	61,895	82,864	60,000	59,733
4990	Miscellaneous Expenses	2,161	1,954	2,000	2,000
5110	Office Supplies	1,333	3,764	5,000	4,000
5120	EDP Supplies	0	318	0	0
5150	Miscellaneous Equipment	2,590	300	1,000	2,500
5210	Gas and Oil	20,892	18,143	20,000	18,000
5221	Animal Control Supplies	746	7,108	0	1,500
5222	Animal Care & Services	2,216	1,154	0	0
5223	Medical/Pharmaceutical Supplies	393	0	0	0
5224	Animal Registrations	0	0	0	500
5231	Safety Supplies	0	0	500	500
5232	Other Supplies	1,728	1,652	2,000	2,000
5250	Uniforms	4,047	2,601	2,500	2,000
5253	Clean & Safe Initiative	213,280	160,210	250,000	250,000
5410	Books,Pubs,Subscriptions & Mbrshp	1,330	974	1,500	2,500
	Total Operating Expense	$ 435,118	$ 388,038	$ 420,400	$ 445,133
Capital Outlay					
6410	Equipment & Machinery	$ 1,433	$ 0	$ 0	$ 0
6420	Furniture & Furnishings	2,273	3,134	0	0
	Total Capital Outlay	$ 3,706	$ 3,134	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,532,029**	**$ 1,517,846**	**$ 1,686,387**	**$ 1,661,919**

Fund Title: General **Department: Police**
Fund/Division Number: 001-3000 **Division:**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Chief of Police	1	1	1	1
Deputy Chief of Police	2	2	2	2
Police Major	1	1	2	2
Captian	0	0	2	2
Lieutenant	7	7	7	7
Sergeant	15	15	18	18
Police Officer	101	109	103	103
Public Information Officer	1	1	1	1
Comm. Service Officers	5	5	5	5
Crime Scene Investigator	3	3	3	3
Crime Analyst	3	3	3	4
Evidence Technician	1	1	1	1
Accreditation Specialist	1	1	1	1
Executive Assistant	1	1	1	1
Administrative Assistant	3	3	3	3
Grant Writer	1	1	1	1
Records Specialists	4	4	4	4
Records Supervisor	1	1	1	1
School Crossing Guard (p/t)	8	8	8	8
Senior Accounting Clerk	1	1	3	3
Information System Administrator	1	1	1	1
Information Systems Analyst II	1	1	1	1
Information Systems Analyst I	1	1	1	1
Digital Evidence Specialist II	1	1	1	1
Digital Evidence Specialist I	1	1	1	1
Police Payroll Specialist	1	1	1	0
Total Budgeted Staffing Level	166	174	176	176

Fund Title: General **Department: Police**
Fund/Division Number: 001-3000 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 9,631,981	$ 10,938,152	$ 12,787,242	$ 13,405,163
1020	Incentive Pay	287,784	156,706	80,000	90,000
1030	Accrued Compensation	178,558	336,930	60,000	60,000
1040	Overtime	861,319	875,586	400,000	400,000
1050	Holiday Overtime	450,427	188,192	200,000	200,000
2010	FICA Taxes	845,915	932,221	1,034,834	1,082,870
2020	Retirement/General	291,906	325,161	396,060	549,524
2025	Retirement/Police Officers	1,188,391	1,604,528	1,829,169	2,097,527
2026	Retirement/ICMA	26,569	26,305	22,500	0
2030	Life & Health Insurance	1,753,293	1,815,050	2,118,732	2,189,312
2035	Dental Insurance	76,939	79,121	93,971	95,760
2040	Workers' Compensation	435,634	430,348	318,383	399,273
	Total Personnel Services	$ 16,028,716	$ 17,708,299	$ 19,340,892	$ 20,569,429
Operating Expense					
3130	Professional Services	$ 21,255	$ 27,128	$ 30,000	$ 35,000
3180	Medical Services	0	0	5,500	0
3190	Consultant Fees	3,240	902	10,000	6,000
3490	Misc. Contractual Fees	18,475	3,009	0	4,000
3510	Crime Lab	167,736	193,549	225,000	248,458
3530	Investigative Supplies	27,368	28,733	30,000	38,000
4020	Travel & Eduation	0	1,632	0	0
4110	Communications	261,839	254,570	250,000	315,125
4120	Freight & Postage	4,324	3,761	5,500	5,500
4310	Utilities	123,987	101,742	110,000	110,000
4410	Equipment Rental	22,417	28,449	25,000	30,000
4420	Vehicle Rental & Towing	10,848	12,587	17,000	14,100
4430	Equipment Lease	0	0	10,000	0
4610	Building Maintenance	6,696	14,448	10,000	20,000
4650	Vehicle Maintenance	66,229	84,680	40,000	37,500
4651	Vehicle Parts	48,583	66,856	60,000	45,500
4652	Tires, Tubes & Batteries	30,978	32,542	30,000	25,000
4660	Equipment Maintenance	5,867	7,371	22,000	22,000
4670	Computer Maintenance	5,793	16,128	10,000	20,000
4675	Software Maintenance	116,416	194,894	175,000	300,000
4680	Radio Maintenance	3,329	9,117	20,000	20,000

Fund Title: General **Department: Police**
Fund/Division Number: 001-3000 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
4720	Outside Printing	8,333	12,493	10,000	10,000
4820	Crime Prevention	6,995	3,470	8,000	9,000
4830	Public Relations	31,783	36,970	25,000	35,000
4930	Citizen Volunteer Program	492	0	2,500	0
4980	Contingency	50,000	50,000	10,000	50,000
4990	Miscellaneous Expenses	9,324	5,444	5,000	5,000
5110	Office Supplies	17,862	22,486	15,000	20,000
5120	EDP Supplies	10,049	8,277	11,000	11,000
5150	Misc. Equipment Exp.	6,714	5,668	5,000	10,000
5210	Gas and Oil	427,676	421,730	450,000	434,500
5220	K-9 Operations	20,350	20,630	25,000	30,000
5230	Cleaning Supplies	253	118	1,500	1,500
5232	Other Supplies	2,091	1,987	3,000	3,000
5250	Uniforms	143,473	207,892	150,000	200,000
5251	Military Supplies	22,511	65,849	82,500	90,000
5410	Books,Pubs,Subscriptions & Mbrshp	14,131	4,734	8,000	8,000
5420	Educ Reimbursement	2,994	13,647	7,000	10,000
5430	Law Enforcement Educ	37,995	43,523	40,000	63,659
	Total Operating Expense	$ 1,758,404	$ 2,007,013	$ 1,943,500	$ 2,286,842
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	$ 0
6320	Improvements Other Than Bldg.	0	0	0	0
6410	Office Equip & Machinery	12,042	3,829	0	0
6420	Furniture & Furnishings	0	5,713	0	0
6440	Vehicles	82,241	41,938	0	0
8392	Special Events	1,286	0	0	0
	Total Capital Outlay	$ 95,569	$ 51,479	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 17,882,689**	**$ 19,766,791**	**$ 21,284,392**	**$ 22,856,271**

Fund Title: General | **Department: Public Works**
Fund/Division Number: 001-4001 | **Division: Director's Office**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level					
	Executive Assistant	1	1	1	1
	Total Budgeted Staffing Level	1	1	1	1

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 48,967	$ 59,169	$ 54,622	$ 57,353
1030	Accrued Compensation	1,089	1,200	1,300	1,300
1040	Overtime	1,112	0	0	0
2010	FICA Taxes	3,879	4,564	4,278	4,487
2020	Retirement Contributions	8,769	9,589	10,385	11,578
2030	Life & Health Insurance	10,114	10,994	10,198	10,395
2035	Dental Insurance	0	53	421	0
2040	Workers' Compensation	105	122	62	117
	Total Personnel Services	$ 74,035	$ 85,691	$ 81,266	$ 85,230
Operating Expense					
3490	Contractual Fees	$ 0	$ 535	$ 2,500	$ 0
3495	Temporary Employee Services	0	0	0	0
4020	Travel and Education	3,852	1,600	5,500	5,000
4110	Communications	80,939	78,877	0	0
4120	Freight and Postage	28	39	100	100
4410	Equipment Rental	3,345	3,328	5,000	4,500
4675	Software Maintenance	0	0	0	0
4810	Advertising	4,735	337	2,200	2,000
4990	Miscellaneous Expenses	2,945	366	500	2,500
5110	Office Supplies	2,989	3,277	4,000	4,000
5120	EDP Supplies	30	49	1,000	100
5150	Miscellaneous Equipment	149	0	0	0
5210	Gas and Oil	2,023	2,073	2,200	2,100
5231	Safety Supplies	927	875	1,000	1,500
5232	Other Supplies	2,111	1,543	500	1,000
5410	Books,Pubs,Subscriptions & Mbrshp	563	300	500	3,000
	Total Operating Expense	$104,635	$93,198	$24,999	$25,800
Capital Outlay					
6410	Office Equip & Machinery	$ 2,815	$ 0	$ 0	$ 0
6430	Heavy Equipment	2,981	0	0	0
	Total Capital Outlay	$ 5,796	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 184,466**	**$ 178,888**	**$ 106,265**	**$ 111,030**

Fund Title: General | **Department: Public Works**
Fund/Division Number: 001-4003 | **Division: Fleet Maintenance**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Fleet Manager	1	1	1	1
Garage Foreman	1	1	1	1
Auto Mechanic	4	4	4	3
Diesel Mechanic	1	1	1	1
Master Mechanic	2	2	2	2
Senior Storekeeper	1	1	1	1
Service Advisor	0	0	0	1
Total Budgeted Staffing Level	10	10	10	10

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 449,672	$ 509,924	$ 613,385	$ 590,149
1030	Accrued Compensation	2,664	4,354	5,000	6,500
1040	Overtime	45,036	67,326	7,000	7,500
2010	FICA Taxes	36,767	43,062	47,842	46,217
2020	Retirement Contributions	71,715	81,330	91,077	119,259
2030	Life & Health Insurance	94,551	108,650	123,130	119,434
2035	Dental Insurance	4,552	4,548	6,296	5,026
2040	Workers' Compensation	15,858	17,587	11,007	16,895
	Total Personnel Services	$ 720,817	$ 836,783	$ 904,736	$ 910,981
Operating Expense					
3490	Contractual Fees	$ 1,256	$ 4,932	$ 5,000	$ 4,500
3495	Temporary Employee Services	17,311	0	0	0
4020	Travel and Education	2,695	0	3,500	0
4410	Equipment Rental	1,796	1,231	3,000	2,750
4651	Vehicle Parts	33,974	12,128	4,700	12,000
4652	Tires, Tubes, & Batteries	24,474	0	0	500
4660	Equipment Maintenance	46	1,459	1,500	1,500
4990	Miscellaneous Expenses	1,809	410	1,000	1,000
5120	EDP Supplies	0	157	250	150
5150	Miscellaneous Equipment Expense	47	0	0	0
5210	Gas and Oil	11,262	4,856	13,000	7,500
5230	Cleaning Supplies	0	298	750	750
5231	Safety Supplies	612	1,039	1,000	1,500
5232	Other Supplies	8,787	5,098	5,000	5,000
5250	Uniforms	6,114	7,084	7,000	7,500
5260	Expendable Tools	995	1,847	2,000	2,000
5410	Books,Pubs,Subscriptions & Mbrshp	503	0	500	500
	Total Operating Expense	$ 111,680	$ 40,540	$ 48,200	$ 47,150

Fund Title: General | **Department: Public Works**
Fund/Division Number: 001-4003 | **Division: Fleet Maintenance**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Capital Outlay					
6410	Office Equipment & Mach.	$ 695	$ 0	$ 0	$ 0
6440	Other Equipment	0	15,635	0	0
6420	Furniture & Furnishings	0	0	0	0
	Total Capital Outlay	$ 695	$ 15,635	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 833,192**	**$ 892,958**	**$ 952,936**	**$ 958,131**

Fund Title: General | **Department: Public Works**
Fund/Division Number: 001-4004 | **Division: Facilities Maintenance**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Supervisor	1	1	1	1
Facilities Administrative Assistant	0	0	0	1
Foreman II	1	1	1	1
Electrician	1	1	1	1
Facilities Maint Technician	3	3	3	2
Facilities Maint Technician Asst.	3	3	3	3
Facilities Maint Repair Worker	3	3	3	3
Total Budgeted Staffing Level	12	12	12	12

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 542,917	$ 575,726	$ 624,334	$ 650,742
1030	Accrued Compensation	4,297	10,763	4,000	5,500
1040	Overtime	59,311	45,095	7,000	7,500
2010	FICA Taxes	44,711	46,706	48,603	50,776
2020	Retirement Contributions	93,193	105,160	117,982	131,023
2030	Life & Health Insurance	139,707	135,815	148,533	143,466
2035	Dental Insurance	6,257	5,973	6,657	6,510
2040	Workers' Compensation	23,286	25,089	17,712	21,364
	Total Personnel Services	$ 913,680	$ 950,327	$ 974,821	$ 1,016,881
Operating Expense					
3490	Contractual Fees	$ 205,615	$ 275,038	$ 250,000	$ 250,000
3495	Temporary Employee Services	105,099	121,122	0	15,000
4020	Travel & Education	0	0	0	1,500
4410	Equipment Rental	3,193	6,214	2,000	4,000
4610	Building Maintenance	7,981	55,596	25,000	70,000
4620	Building Repair Supplies	229,448	368,230	150,000	150,000
4630	Air Condition Maintenance	10,377	9,034	15,000	15,000
4651	Vehicle Parts	8,506	2,994	5,000	5,000
4652	Tires, Tubes & Batteries	8,711	170	0	1,000
4680	Radio Maintenance	0	0	0	1,000
4990	Miscellaneous Expenses	548	56	0	150
5110	Office Supplies	0	0	0	1,000
5210	Gas and Oil	24,140	21,277	25,000	23,000
5230	Cleaning Supplies	37,670	44,633	40,000	50,000
5231	Safety Supplies	1,143	1,266	1,500	1,500
5232	Other Supplies	5,217	6,634	5,000	4,000
5250	Uniforms	1,291	6,936	2,000	3,000
5260	Expendable Tools	2,317	1,125	3,000	2,500

Fund Title: General | **Department: Public Works**
Fund/Division Number: 001-4004 | **Division: Facilities Maintenance**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
5310	Paint and Sign Supplies	4,395	7,288	10,000	10,000
5410	Books,Pubs,Subscriptions & Mbrshp	102	0	0	0
	Total Operating Expense	$ 655,752	$ 927,613	$ 533,500	$ 607,650
Capital Outlay					
6320	Other Improvements	$ 3,425	$ 15,806	$ 0	$ 0
6445	Other Equipment	0	19,062	0	0
	Total Capital Outlay	$ 3,425	$ 34,868	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,572,857**	**$ 1,912,808**	**$ 1,508,321**	**$ 1,624,531**

Fund Title: General | **Department: Public Works**
Fund/Division Number: 001-4005 | **Division: Parks & Grounds**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Supervisor	1	1	1	1
Foreman II	1	1	1	1
Foreman I	5	5	5	4
Equipment Operator III	2	2	2	2
Equipment Operator II	2	2	2	2
Maintenance Worker	5	5	5	5
Chief Tree Trimmer	1	1	1	1
Tree Trimmer	1	1	1	1
Ground Maintenance Specialist	6	6	6	6
Irrigation Specialist	0	0	0	2
Chief Irrigation Specialist	1	1	1	0
Total Budgeted Staffing Level	25	25	25	25

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 1,092,916	$ 1,167,539	$ 1,257,374	$ 1,303,494
1030	Accrued Compensation	633	2,454	6,000	3,500
1040	Overtime	126,137	64,317	30,000	25,000
2010	FICA Taxes	90,198	91,827	98,943	101,898
2020	Retirement Contributions	173,160	186,287	205,398	242,162
2030	Life & Health Insurance	262,995	256,469	276,141	281,157
2035	Dental Insurance	13,001	13,599	14,915	13,664
2040	Workers' Compensation	48,339	52,641	35,050	39,960
	Total Personnel Services	$ 1,807,379	$ 1,835,134	$ 1,923,821	$ 2,010,834
Operating Expense					
3490	Contractual Fees	$ 136,563	$ 152,357	$ 175,000	$ 200,000
3495	Temporary Employee Services	233,954	345,245	60,000	30,000
4020	Travel and Education	2,815	810	3,000	8,000
4310	Utilities	384,949	399,643	400,000	400,000
4410	Equipment Rental	2,974	2,280	3,500	4,000
4650	Vehicle Maintenance	201	546	500	500
4651	Vehicle Parts	38,308	42,412	40,000	40,000
4652	Tire, Tubes & Batteries	13,802	1,044	0	2,500
4990	Miscellaneous Expenses	479	423	500	500
5210	Gas and Oil	87,642	72,785	88,000	75,000
5231	Safety Supplies	3,372	2,902	3,000	3,000
5232	Other Supplies	30,170	20,957	40,000	35,000
5241	Horticultural Supplies	24,183	36,065	40,000	50,000
5242	Chemicals	9,600	4,140	15,000	10,000

Fund Title: General | **Department: Public Works**
Fund/Division Number: 001-4005 | **Division: Parks & Grounds**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
5250	Uniforms	1,621	8,354	2,500	7,000
5270	Parks Supplies	39,517	49,777	55,000	55,000
5410	Books,Pubs,Subscriptions & Mbrshp	901	428	500	500
	Total Operating Expense	$ 1,011,049	$ 1,140,166	$ 926,500	$ 921,000
Capital Outlay					
6430	Heavy Equipment	$ 15,882	$ 0	$ 0	$ 0
	Total Capital Outlay	$ 15,882	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 2,834,310**	**$ 2,975,300**	**$ 2,850,321**	**$ 2,931,834**

Fund Title: General | **Department: Public Works**
Fund/Division Number: 001-4006 | **Division: Streets**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Supervisor	1	1	1	1
Foreman II	1	1	1	1
Foreman I	2	2	2	2
Equipment Operator IV	1	1	1	1
Equipment Operator III	6	6	6	6
Maintenance Repair Worker	4	4	4	4
Maintenance Worker	2	2	2	2
Sign Maintenance Technician	1	1	1	1
Total Budgeted Staffing Level	18	18	18	18

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 753,072	$ 732,009	$ 918,032	$ 966,186
1030	Accrued Compensation	24,839	38,698	6,000	4,500
1040	Overtime	113,321	69,119	35,000	35,000
2010	FICA Taxes	66,287	62,540	73,366	76,935
2020	Retirement Contributions	134,311	129,433	154,168	171,818
2030	Life & Health Insurance	176,775	157,447	196,541	182,713
2035	Dental Insurance	7,705	6,871	8,342	8,284
2040	Workers' Compensation	90,836	99,204	72,215	77,941
	Total Personnel Services	$ 1,367,146	$ 1,295,321	$ 1,463,663	$ 1,523,377
Operating Expense					
3490	Contractual Fees	$ 20,388	$ 17,191	$ 50,000	$ 30,000
3495	Temporary Employee Services	57,851	84,089	0	0
4020	Travel & Education	2,526	0	7,500	5,000
4110	Communications	0	1,701	0	0
4310	Utilities	490,171	302,547	425,000	425,000
4320	Street Light Energy	501,381	634,698	575,000	575,000
4410	Equipment Rental	3,314	26,411	25,000	25,000
4651	Vehicle Parts	46,409	36,298	30,000	40,000
4652	Tires, Tubes & Batteries	16,677	678	0	2,500
4990	Miscellaneous Expenses	941	3,497	3,500	3,500
5210	Gas and Oil	57,846	49,075	58,500	50,000
5231	Safety Supplies	2,973	2,777	3,000	3,000
5232	Other Supplies	3,985	5,316	3,500	6,000
5242	Chemicals	0	0	2,500	1,000
5250	Uniforms	939	6,258	1,500	2,500
5260	Expendable Tools	3,389	4,986	5,000	3,000
5310	Paint & Sign Supplies	8,429	21,248	35,000	12,000
5330	Surface Patching	48,197	37,894	45,000	18,000

Fund Title: General | **Department: Public Works**
Fund/Division Number: 001-4006 | **Division: Streets**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
5340	Street Supplies	50,493	32,363	50,000	35,000
5350	Sidewalk/Curb Supplies	30,574	6,132	30,000	15,000
5360	Stormwater Maintenance Supplies	0	0	0	10,000
5410	Books,Pubs,Subscriptions & Mbrshp	0	0	0	500
	Total Operating Expense	$ 1,346,483	$ 1,273,161	$ 1,350,000	$ 1,262,000
Capital Outlay					
6430	Heavy Equipment	$ 0	$ 0	$ 0	$ 0
6445	Other Equipment	0	0	0	0
	Total Capital Outlay	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 2,713,628**	**$ 2,568,482**	**$ 2,813,663**	**$ 2,785,377**

Fund Title: General **Department: Engineering**
Fund/Division Number: 001-4400 **Division:**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
City Engineer	1	1	0	1
Asst. City Engineer/Manager	1	1	1	1
Stormwater Engineer Supervisor	1	1	1	1
Project Engineer	1	1	2	2
Chief Design Drafter	1	1	1	1
Engineering Inspector Supervisor	1	1	1	1
SMU Technical Assistant/GIS	1	1	1	1
Executive Assistant	1	1	1	1
Traffic Operations Administrator	1	1	1	1
Engineering Services Specialist	0	1	1	1
Total Budgeted Staffing Level	9	10	10	11

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 748,134	$ 703,713	$ 835,238	$ 993,073
1030	Accrued Compensation	53,532	2,005	4,000	3,500
1040	Overtime	0	0	5,000	5,000
2010	FICA Taxes	59,293	51,758	64,584	77,446
2020	Retirement Contributions	91,902	83,831	133,787	169,486
2030	Life & Health Insurance	122,891	110,142	129,393	130,510
2035	Dental Insurance	5,123	4,534	5,573	5,591
2040	Workers' Compensation	15,381	16,293	19,041	24,356
	Total Personnel Services	$ 1,096,256	$ 972,277	$ 1,196,618	$ 1,408,961
Operating Expense					
3490	Contractual Fees	$ 103,037	$ 124,055	$ 185,000	$ 190,000
3492	FDOT/Closed Loop	228,441	79,493	275,000	285,000
4010	Car Allowance	10,800	9,000	5,400	10,800
4020	Travel and Education	0	480	1,000	1,000
4110	Communications	14,655	11,680	0	0
4120	Freight and Postage	470	123	500	500

Fund Title: General **Department: Engineering**
Fund/Division Number: 001-4400 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
4410	Equipment Rental	3,879	5,230	8,000	8,000
4650	Vehicle Maintenance	0	0	500	500
4651	Vehicle Parts	0	0	1,500	500
4660	Equipment Maintenance	0	0	0	0
4675	Software Maintenance	0	0	0	0
4710	Reproduction	0	331	500	500
4810	Advertising	206	2,100	500	500
4990	Miscellaneous Expenses	1,213	1,624	1,000	100
5110	Office Supplies	4,133	3,351	4,300	4,500
5120	EDP Supplies	407	454	1,000	100
5210	Gas and Oil	4,496	3,398	4,700	4,500
5231	Safety Supplies	0	0	0	500
5232	Other Supplies	(42)	0	0	0
5250	Uniforms	0	514	0	1,000
5260	Expendable Tools	0	0	0	0
5320	Traffic Signal Materials	27,696	2,318	100,000	80,000
5410	Books,Pubs,Subscriptions & Mbrshp	2,078	200	250	250
	Total Operating Expense	$ 401,468	$ 244,351	$ 589,150	$ 588,250
Capital Outlay					
6410	Office Equipment & Machinery	$ 0	$ 588	$ 0	$ 0
	Total Capital Outlay	$ 0	$ 588	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,497,724**	**$ 1,217,216**	**$ 1,785,768**	**$ 1,997,211**

Fund Title: General | **Department: Administrative Services**
Fund/Division Number: 001-4504 | **Division: Leisure Services**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Leisure Services Manager	0	0	1	1
Special Events Permit Coordinator	0	0	0	1
Reservation Specialist	0	0	0	1
Programs Coordinator	0	0	0	1
Programs Specialist	0	0	0	1
Tram Operator (PT)	2	2	2	1
Recreation Programs Aide (PT)	0	0	0	1
Facilities Program Specialist	2	2	4	0
Recreation Coordinator	1	1	0	0
Recreation Specialist	1	1	0	0
Total Budgeted Staffing Level	6	6	7	7

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 145,937	$ 195,205	$ 377,970	$ 356,555
1030	Accrued Compensation	2,485	20,129	1,500	2,500
1040	Overtime	928	6,683	0	0
2010	FICA Taxes	10,925	16,516	29,029	27,468
2020	Retirement Contributions	25,557	33,734	59,409	70,877
2030	Life & Health Insurance	34,666	36,202	76,160	62,154
2035	Dental Insurance	1,342	1,180	2,801	2,592
2040	Workers' Compensation	3,744	4,590	3,598	3,867
	Total Personnel Services	$ 225,585	$ 314,238	$ 550,468	$ 526,012
Operating Expense					
3490	Contractual Services	$ 0	$ 0	$ 0	$ 0
3495	Temporary Employee Services	43,415	10,760	30,000	0
4020	Travel & Education	0	0	0	7,500
4110	Communications	23,241	29,485	0	0
4120	Postage & Freight	125	10	0	100
5441	Equipment Rental	0	0	0	5,000
4540	Insurance/Liability & Property	3,625	5,908	0	10,000
4560	Insurance/Special Events	14,435	8,135	18,000	16,500
4610	Building Maintenance	3,080	3,240	5,000	5,000
4611	Janitorial Services	(14,752)	51,915	15,000	20,897
4620	Building Supplies	4,471	500	500	1,000
4651	Vehicle Parts	10	0	1,000	500
4675	Software Maintenance	418	0	1,000	1,000
4810	Advertising	0	0	750	750
4960	Administrative Charge	9,470	9,284	15,000	15,000

Fund Title: General | **Department: Administrative Services**
Fund/Division Number: 001-4504 | **Division: Leisure Services**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
4990	Miscellaneous Expenses	1724	464	1,000	1,500
4992	Youth Activities	132,176	168,278	150,000	200,000
5110	Office Supplies	1,549	1,614	3,000	3,000
5120	EDP Supplies	50	132	0	500
5150	Misc. Equipment Exp.	11,035	2,966	3,500	1,500
5210	Gas & Oil	596	645	600	600
5232	Other Supplies	2,808	2,517	2,500	2,500
5250	Uniforms	0	633	0	1,000
5410	Books,Pubs,Subscriptions & Mbrshp	0	20	0	500
	Total Operating Expense	$ 237,475	$ 296,506	$ 246,850	$ 294,347
Capital Outlay					
6210	Buildings	$0	$0	$0	$0
6420	Furniture	0	3,694	0	0
	Total Capital Outlay	$ 0	$ 3,694	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 463,060**	**$ 614,438**	**$ 797,318**	**$ 820,359**

Fund Title: General **Department: Administration**
Fund/Division Number: 001-6000 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salary & Wages	$ 21,552	$ 16,082	$ 0	$ 0
1030	Accrued Compensation	0	0	0	0
2010	FICA Taxes	1,649	1,230	0	0
2020	Retirement/General Members	0	0	0	0
2025	Retirement/Police Officers	544,239	574,934	545,000	575,000
2030	Life & Health Insurance	204,267	251,347	225,000	175,000
	Total Personnel Services	$ 771,707	$ 843,594	$ 770,000	$ 750,000
Operating Expense					
3110	Insurance Consultant	$ 250	$ 0	$ 25,000	$ 25,000
3120	Legal Fees	0	0	0	0
3190	Consultant Fees	43,850	17,175	5,000	5,000
3200	Accounting and Auditing	34,812	38,311	42,500	44,000
3490	Contractual Fees	273,538	309,306	275,000	275,000
4020	Travel & Education	0	2,774	0	0
4110	Communications	78,611	62,162	0	0
4120	Freight and Postage	8,291	21,526	25,000	25,000
4310	Utilities	539,354	504,917	575,000	575,000
4410	Equipment Rental	146,101	172,790	75,000	50,000
4430	Land Lease	0	7,798	0	5,000
4510	Insurance & Fidelity Bond	1,079,208	1,319,540	1,739,000	1,750,000
4530	Fla. Unemploy. Comp Fund	7,383	5,771	5,000	7,500
4540	Workers' Comp. Claims	0	0	5,000	0
4550	Liability & Property Claims	0	0	1,000	0
4590	Property Damage Reimb	0	0	7,500	5,000
4650	Vehicle Maintenance	48,882	38,368	75,000	50,000
4675	Software Maintenance	214,551	184,352	220,000	220,000
4710	Reproduction	796	0	1,200	0
4810	Advertising	0	0	0	0
4925	Computer Loans	15,058	5,711	15,000	15,000
4936	Emergency Supplies	9,996	0	0	0
4940	Bad Debt Expense	2,269	0	0	0
4945	Refunds	0	5,295	0	0
4947	Wellness	9,547	23,538	0	0
4950	Settlements	0	2,249	0	0
4960	Administrative Charges	1,654	481	1,700	1,700
4970	Inventory Adjustments	(78)	0	3,500	1,000
4980	Contingency	0	0	0	0
4985	Tax Increment Financing	4,511,973	6,010,882	6,693,091	7,097,740
4986	Stormwater Fees	76,282	90,166	77,000	91,000
4990	Miscellaneous Expenses	55,669	35,285	50,000	40,000
4993	Keep Ft. Pierce Beautiful	21,335	17,476	15,000	15,000

Fund Title: General **Department: Administration**
Fund/Division Number: 001-6000 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
5110	Office Supplies	758	0	0	0
5120	EDP Supplies	0	571	0	0
5150	Miscellaneous Equipment	48,273	24,143	0	0
5210	Gas & Oil	(2,058)	(831)	0	0
5251	Military Supplies	0	116,019	0	0
5410	Books,Pubs,Subscriptions & Mbrshp	23,822	20,493	25,000	25,000
	Total Operating Expense	$ 7,250,127	$ 9,036,268	$ 9,956,491	$ 10,322,940
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	$ 0
6310	Roads & Bridges	151,609	545,373	0	0
6315	Infrastructure Sales Tax Projects	3,090,283	2,707,486	3,000,000	3,000,000
6320	Other Structures & Facilities	30,077	247,455	0	0
6410	Office Equipment & Machinery	82,748	180,884	600,000	1,148,026
6420	Furniture & Furnishing	0	6,659	0	0
6430	Heavy Equipment	91,166	0	0	0
6440	Vehicles	0	0	0	0
6445	Other Equipment	117,712	35,806	511,052	0
	Total Capital Outlay	$ 3,563,596	$ 3,723,664	$ 4,111,052	$ 4,148,026
Grants and Aids					
8101	Weatherization/FPUA	$ 0	$ 0	$ 0	$ 0
8230	Economic Development Co	40,000	40,000	40,000	62,500
8255	Chamber of Commerce	31,500	35,000	35,000	35,000
8270	SLC Council on Aging	15,000	15,000	15,000	15,000
	Special Events:				
8393	Sights & Sounds Parade	15,000	30,000	15,000	15,000
8394	Christmas Decorations	57,061	111,237	125,000	125,000
8395	Fireworks	39,500	67,500	43,000	43,000
8392	Miscellaneous Special Events	20,975	62,444	0	0
8396	Mainstreet	0	60,000	50,000	50,000
8231	Lincoln Park Mainstreet	0	50,000	50,000	50,000
8399	United For Animals	10,000	10,000	10,000	10,000
8397	Youth & Crime Prevention Activities	2,087	6,510	10,000	10,000
8396	Jazz on Moore's Creek	0	0	10,000	10,000
8396	Juneteenth Festival	0	0	20,000	20,000
8410	Community Projects	3,510	0	25,000	25,000
8411	Community Housing	0	175,000	125,000	125,000
		$ 234,633	$ 662,691	$ 573,000	$ 595,500

Fund Title: General **Department: Administration**
Fund/Division Number: 001-6000 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
9166	Capital Reserve Loan-HUD	$ 0	$ 38,951	$ 0	$ 0
9179	Debt Service Series 2019	2,295,000	2,294,500	2,285,500	2,293,250
9176	Debt Service Series 2020A/2014 Energ	420,893	749,307	739,647	734,269
9178	Debt Service Series 2020B/2016 Series	542,470	0	0	0
9179	Debt Service Series 2020C/2018 Series	571,900	566,515	564,383	561,724
9180	Capital Leases- White Fleet	408,357	593,079	600,000	600,000
9180	Capital Leases- Police Fleet	852,147	1,006,487	1,100,000	1,100,000
9184	Special Revenue/Police Grant	0	314,370	50,000	50,000
9176	Special Revenue/103 CDBG	0	0	0	0
9187	Special Revenue/106 Grants	0	0	220,000	0
9199	Transfer to Stormwater	0	0	0	0
9199	Transfer to Animal Center	0	199,500	300,000	0
	Total Non-Operating	$ 5,090,767	$ 5,762,709	$ 5,859,530	$ 5,339,242
	TOTAL APPROPRIATIONS	**$ 16,910,830**	**$ 20,028,926**	**$ 21,270,073**	**$ 21,155,709**
	TOTAL GENERAL FUND APPROPRIATIONS	**$ 53,460,699**	**$ 59,515,378**	**$ 64,668,104**	**$ 67,787,211**

FY2026 Proposed Budget

Fund Title: Restricted Fund **Department: Police Grants**
Fund/Division Number: 101-3005 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Interfund Grants					
331 20 16	COPS-CHRP	$361,828	($120,438)	$0	$0
331 20 59	FDLE 2013-JAGC - STLU-1-D7 - 180	3,106	0	0	0
331 20 30	VOCA	164,023	147,662	143,130	147,662
331 20 35	OJP Bullet Proof Vests	10,167	0	0	0
331 20 37	OJP Bullet Proof Vests '23	0	0	28,900	28,900
331 20 38	OJP Bullet Proof Vests '24	0	21,328	24,300	24,300
331 20 50	IRSC-College Policing	94,000	0	94,000	94,000
	FDLE JAG	0	80,561	0	0
331 20 59	FDLE 2020-JAGC-STLU	26,627	26,513	0	0
331 21 00	Other Federal Grants	43,659	133,630	0	0
334 20 57	FDOT Grant	0	0	18,809	20,000
334 20 61	OJP Bullet Proof Vests	14,090	(13,089)	0	0
334 20 62	Jag Byrne	0	0	0	0
334 90 00	PSN22	0	0	75,000	0
334 90 00	PSN23	0	0	0	181,338
334 90 66	DOJ BJA FY '21 Byrne Grant Countyshare	0	0	0	0
334 90 00	JAGC - STILU - 078	0	0	0	0
334 90 00	DOJ JAG Shared w/SLC	0	0	31,524	35,000
334 90 00	FDLE Human Trafficking	0	0	100,000	0
334 90 00	DOJ JAG 25 Grant	0	0	25,000	20,000
334 90 00	FDLE NIBRIS Grant	0	0	364,748	0
334 90 00	FDLE Project Safe Neighborhood	0	0	0	0
334 90 00	Other State Grants	0	65,463	0	0
334 90 00	COPS MiCRO23	0	0	46,518	0
334 90 00	COPS Micro 24	0	0	175,000	0
	Total Interfund Grants	$ 717,500	$ 341,630	$ 1,126,929	$ 551,200
Miscellaneous Revenue					
361 10 00	Interest on Investments	$ 0	$ 0	$ 0	$ 0
366 90 00	Other Contribution/Donation	0	0	0	0
369 40 00	Reimb.-Contract Svcs.	0	94,000	0	0
	Total Miscellaneous Revenues	$ 0	$ 94,000	$ 0	$ 0
Interfund Transfers					
381 01 00	Transfer from General (Grant)	$ 161,041	$ 83,755	$ 50,000	$ 50,000
381 91 00	FPRA	133,318	0	0	0
	Total Interfund Transfers	$ 294,359	$ 83,755	$ 50,000	$ 50,000
	TOTAL RESOURCES	**$ 1,011,859**	**$ 519,384**	**$ 1,176,929**	**$ 601,200**

FY2026 Proposed Budget

Fund Title: Restricted Fund		**Department:**	**Police Grants**	
Fund/Division Number: 101-3005		**Division:**		

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Victim Advocate Lead	1	1	1	1
Victim Assistant	2	2	2	2
Police Officer	6	1	1	1
Rich House Counselor-PT	0	0	2	2
Police Crime Analyst	1	0	0	0
Total Budgeted Staffing Level	10	4	6	6

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 414,041	$ 172,976	$ 261,050	$ 257,297
1020	Incentive Pay	3,651	0	0	0
1040	Overtime	20,508	6,798	0	5,000
1050	Holiday Overtime	22,682	0	0	0
2010	FICA Taxes	34,656	13,570	19,970	20,066
2020	Retirement/General	24,211	29,336	48,477	40,074
2020	Retirement/Police	46,556	0	0	12,083
2030	Life & Health Insurance	57,617	9,967	46,820	21,020
2035	Dental Insurance	2,788	384	1,902	848
2040	Workers' Compensation	10,596	2,489	287	2,421
	Total Personnel Services	$ 637,307	$ 235,519	$ 378,506	$ 358,808
Operating Expense					
3190	Consultant Fees	$ 0	$ 0	$ 0	$ 0
3490	Misc. Contractual Fees	94,000	200,271	118,749	0
4020	Travel and Education	0	4,005	0	0
4110	Communications	147	0	0	0
4410	Equipment Rental	0	0	6,120	0
4675	Software Maintenance	2,000	3,256	50,000	0
4830	Public Relations	0	14,527	0	0
4990	Misc. Expenses	1,579	300	950	6,740
4945	Refunds	0	0	0	0
4999	Unallocated	0	0	564,404	117,886
5110	Office Supplies	695	2,184	5,000	0
5150	Misc. Equipment	0	2,908	0	0
5250	Uniforms	0	0	0	0
5251	Military Supplies	48,512	34,125	53,200	58,739
5430	Law Enforcement Education	1,432	0	0	0
	Total Operating Expense	$ 148,365	$ 261,575	$ 798,423	$ 183,365

FY2026 Proposed Budget

Fund Title: Restricted Fund		**Department:**	**Police Grants**		
Fund/Division Number: 101-3005		**Division:**			
		2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2025/26 Proposed**
Capital Outlay					
6410	Office Equip & Machinery	$ 0	$ 0	$ 0	$ 59,027
	Total Transfers	$ 0	$ 0	$ 0	$ 59,027
Transfers					
9110	Transfer to General	$ 0	$ 0	$ 0	$ 0
9111	Transfer to Police FPRA	0	0	0	0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 785,672**	**$ 497,095**	**$ 1,176,929**	**$ 601,200**

FY 2026 Proposed Budget

Fund Title: Restricted Fund			**Department:**	**FPRA**		
Fund/Division Number: 101-3005			**Division:**	**Police Grants**		
			2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2025/26 Proposed**
331 20 16		COPS Hiring Grant-2020	$ 161,041	$ 0	$ 0	$ 0
		Total Interfund Grants	$ 161,041	$ 0	$ 0	$ 0
Interfund Transfers						
381 91 0		FPRA	$ 133,318	$ 1,147,475	$ 990,602	$ 1,104,514
		Total Interfund Transfers	$ 133,318	$ 1,147,475	$ 990,602	$ 1,104,514
		TOTAL RESOURCES	**$ 294,359**	**$ 1,147,475**	**$ 990,602**	**$ 1,104,514**

FY 2026 Proposed Budget

Fund Title: Restricted Fund		**Department:**	**FPRA**	
Fund/Division Number: 101-3005		**Division:**	**Police Grants**	
	2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2024/25 Proposed**
Budgeted Staffing Level				
Police Officer	5	5	10	10
Total Budgeted Staffing Level	5	5	10	10

		2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2025/26 Proposed**
Personnel Services					
1010	Salaries and Wages	$ 273,811	$ 618,871	$ 665,686	$ 705,380
1020	Incentive Pay	3,651	1,828	0	10,000
1030	Accrued Compensation	0	6,803	0	5,000
1040	Overtime	18,717	40,220	10,000	25,000
1050	Holiday Overtime	22,682	11,711	0	15,000
2010	FICA Taxes	23,924	51,206	51,690	58,169
2020	Retirement/Police	46,556	120,927	121,097	154,965
2030	Life & Health Insurance	45,509	86,722	74,232	89,041
2035	Dental Insurance	2,317	4,736	5,184	5,006
2040	Workers' Compensation	7,863	15,253	17,771	23,953
	Total Personnel Services	$ 445,031	$ 958,277	$ 945,660	$ 1,091,514
Operating Expense					
3190	Consultant Fees	$ 0	$ 0	$ 0	$ 0
3490	Misc. Contractual Fees	0	0	0	0
4020	Travel and Education	0	0	0	0
4110	Communications	0	0	5,000	5,000
4675	Software Maintenance	0	0	0	0
4945	Refunds	0	0	0	0
4990	Misc. Expenses	0	0	0	0
4999	Unallocated	0	0	443	0
5110	Office Supplies	0	0	0	0
5250	Uniforms	5,040	5,760	4,500	6,000
5251	Military Supplies	0	0	2,000	2,000
5430	Law Enforcement Education	0	0	0	0
	Total Operating Expense	$ 5,040	$ 5,760	$ 11,943	$ 13,000
Capital Outlay					
6410	Office Equip & Machinery	$ 0	$ 0	$ 33,000	$ 0
6440	Vehicles	0	0	0	0
	Total Capital Outlay	$ 0	$ 0	$ 33,000	$ 0
Transfers					
9111	Transfer to General	$ 0	$ 0	$ 0	$ 0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 450,071**	**$ 964,037**	**$ 990,603**	**$ 1,104,514**

FY 2026 Proposed Budget

Fund Title:		**Department:**	**Community Redevelopment**
Fund/Division Number:	**104-0000**	**Division:**	**FPRA**

		2022/2023 Actual	2023/2024 Actual	2024/2025 Approved	2025/26 Proposed
Taxes					
311 10	Ad Valorem Taxes	$ 9,391,986	$ 11,872,230	$ 13,237,537	$ 14,275,325
	Total Taxes	$ 9,391,986	$ 11,872,230	$ 13,237,537	$ 14,275,325
Licenses and Permits					
329 50	Demolition Permits	$0	$4,553	$0	$0
329 50	Lot Clearing Permits	3,869	2,412	2,500	0
	Total Licenses and Permits	$ 3,869	$ 6,965	$ 2,500	$ 0
Intergovernmental					
343 91	Admin Charge - Liens	$ 2,306	$ 2,300	$ 0	$ 2,300
347 54	Marina Dockage	5,189	0	5,000	5,000
384 90	Other Grants	0	0	0	0
	Total Intergovernmental	$ 7,494	$ 2,300	$ 5,000	$ 7,300
Miscellaneous Revenue					
361 10	Interest on Investments	$ 3,953	$ 5,893	$ 500	$ 500
362 14	Leases	374,415	372,618	350,000	370,000
363 10	Liens	32,362	21,132	1,000	1,000
366 90	Other Contributions/Donations	0	0	0	0
369 31	Reimburse of Expenditures	2,245	0	500	0
369 40	Reimburse - Contract Services	0	0	0	0
369 44	Reimburse - Utility Authority	0	0	0	0
369 45	Sale of Surplus Land	0	10,518	0	0
369 90	Other Misc. Revenues	0	0	500	0
	Total Miscellaneous Revenues	$ 412,974	$ 410,161	$ 352,500	$ 371,500
Transfers					
	Transfer from General Fund	$ 0	$ 120,915	$ 0	$ 0
	Transfer from Police Grants Fund	0	0	0	0
	Transfer from Restricted Fund	0	0	0	0
	Total Transfers	$ 0	$ 120,915	$ 0	$ 0
	Total Revenues	**$ 9,816,324**	**$ 12,412,571**	**$ 13,597,537**	**$ 14,654,125**
Fund Balance Appropriation		(2,333,348)	0	0	0
	TOTAL RESOURCES	**$ 7,482,976**	**$ 12,412,571**	**$ 13,597,537**	**$ 14,654,125**

FY 2026 Proposed Budget

Fund Title:		**Department:**	**Community Redevelopment**
Fund/Division Number:	**104-0000**	**Division:**	**FPRA**

		2022/2023 Actual	2023/2024 Actual	2024/2025 Approved	2025/26 Proposed
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 0	15,000
3190	Consultant Fees	11,775	3,000	250,000	100,000
3200	Accounting & Auditing	8,000	8,000	9,540	8,000
3440	Demolition	0	0	0	0
3468	Marina Operation	0	0	0	0
3490	Contractual Fees	285,405	493,745	695,000	800,000
4020	Travel & Education	8,615	2,769	20,000	0
4110	Communications	0	0	0	0
4120	Freight and Postage	0	0	500	500
4310	Utilities	31,939	35,837	40,000	40,000
4410	Equipment Rental	0	0	0	0
4430	Land Lease	120,296	122,633	125,000	125,000
4510	Insurance	64,199	196,670	200,000	225,000
4620	Site Maintenance	98,533	653,042	125,000	75,000
4650	Vehicle Maintenance	0	0	0	0
4651	Vehicle Parts	0	0	0	0
4675	Software Maintenance	1,226	457	0	0
4720	Outside Printing	0	0	0	2,000
4810	Advertising	851	2,412	5,000	1,000
4911	Loan Interest	0	0	0	0
4940	Bad Debts	0	0	0	0
4960	Administrative Fees	175,000	177,495	181,000	186,500
4980	Contingency	0	0	248,759	1,298,106
4985	Real Estate Taxes	37,064	40,206	45,000	50,000
4990	Miscellaneous Expenses	45	19,593	0	0
5110	Office Supplies	0	0	0	0
5120	EDP Supplies	0	0	0	0
5210	Gas and Oil	0	0	0	1,000
5410	Books, Pubs, Subscriptions & Mbrshp	2,670	475	5,000	0
	Total Operating Expense	$ 845,618	$ 1,756,333	$ 1,949,799	$ 2,927,106
Capital Outlay					
6100	Land	$ 0	$ 0	$ 0	$ 0
6200	Buildings	46,327	0	390,583	150,000
6310	Roads & Bridges	145,752	0	350,000	1,000,000
6320	Other improvements	209,726	201,726	788,252	825,000
6410	Office Equip & Machinery	122,673	0	0	0
6440	Office Equip & Machinery/Vehicle	47,000	0	0	0
	Total Capital Outlay	$ 571,479	$ 201,726	$ 1,528,835	$ 1,975,000

FY 2026 Proposed Budget

Fund Title:		**Department:**	**Community Redevelopment**
Fund/Division Number:	**104-0000**	**Division:**	**FPRA**

		2022/2023 Actual	2023/2024 Actual	2024/2025 Approved	2025/26 Proposed
Other Programs & Projects					
8340	Other Grants & Aids	$ 136,965	$ 155,076	$ 997,671	$ 450,000
8347	School Resorce Officers	350,060	494,642	1,015,000	350,000
8348	Community Policing	0	0	0	500,000
8392	Youth Activities	26,000	0	100,000	100,000
	Total Programs & Projects	$ 513,026	$ 649,718	$ 2,112,671	$ 1,400,000
Transfers					
90 01	General-Debt Service/(2019A)	$ 2,065,500	$ 2,065,500	$ 2,056,950	$ 2,063,925
9118	Debt Service 2015A	1,621,440	1,622,400	1,622,080	1,625,480
9120	Debt Service 2020B2-Land	150,264	0	0	0
9120	Debt Service 2021	829,200	836,000	836,600	831,200
9166	Sunrise Theatre	450,000	500,000	500,000	500,000
9167	General	168,484	1,813,575	2,000,000	2,226,900
9184	Special Revenue Fund	267,966	1,153,019	0	0
9188	HUD Grants	0	0	0	0
9189	Police Grants/FPRA	0	0	990,602	1,104,514
	Total Transfers	$ 5,552,854	$ 7,990,494	$ 8,006,232	$ 8,352,019
	TOTAL APPROPRIATIONS	**$ 7,482,976**	**$ 10,598,271**	**$ 13,597,537**	**$ 14,654,125**

FY 2026 Proposed Budget

Fund Title:			**Department:**	**Grants Administration**	
Fund/Division Number:	**103 &105**		**Division:**	**CDBG & SHIP**	
		2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2025/26 Proposed**
CDBG REVENUE					
331 90	Entitlement Grant	$ 596,016	$ 399,579	$ 529,209	$ 574,680
334 50	Program Income	0	0	0	0
361 39	Other Interest Earnings	560	657	500	0
366 00	Contributions from Private Sources	0	0	0	0
369 31	Reimbursement of Expenditures	0	0	0	0
	CDBG Carry Over Funding	257,729	0	251,062	2,076,108
	CDBG COVID Carry Over Funding	0	0	0	228,393
	Total REVENUE	**$ 854,305**	**$ 400,236**	**$ 780,771**	**$ 2,879,181**
TRANSFERS					
369 41	Contractual Svc./CDBG	$ 0	$ 0	$ 0	$ 0
369 42	Contractual Svc./SHIP	0	0	0	0
369 43	Contractual Svc./Grants Admin.	0	0	0	0
369 30	Settlement	0	0	0	0
381 10	Transfer from General	60,000	75,000	220,000	434,383
381 11	Transfer from FPRA	0	0	0	0
	Total TRANSFERS	**$ 60,000**	**$ 75,000**	**$ 220,000**	**$ 434,383**
	Total CDBG REVENUE	**$ 914,305**	**$ 475,236**	**$ 1,000,771**	**$ 3,313,564**

FY 2026 Proposed Budget

Fund Title:		**Department:**	**Grants Administration**
Fund/Division Number:	**103 &105**	**Division:**	**CDBG & SHIP**

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Grants Administration Manager	1	1	1	1
Grants Writer	1	1	1	1
Community Resource Specialist	1	1	1	1
Reporting & Grants Specialist	1	1	1	1
Administrative Assistant	0	1	1	1
Total Budgeted Staffing Level	**4**	**5**	**5**	**5**

		2022/2023 Actual	2023/2024 Actual	2024/2025 Approved	2024/2025 Proposed
Personnel Services					
10 10	Salaries and Wages	$ 264,091	$ 206,814	$ 341,781	$ 0
10 30	Accrued Compensation	0	5,341	500	0
10 40	Overtime	1,272	0	0	0
20 10	FICA Taxes	19,866	15,799	26,184	0
20 20	Retirement	45,395	36,877	63,562	0
20 30	Life & Health Insurance	27,033	19,677	36,719	0
20 35	Dental Insurance	1,060	768	2,440	0
20 40	Workers' Compensation	487	510	377	0
	Total Personnel Services	**$ 359,203**	**$ 285,788**	**$ 471,562**	**$ 0**
CDBG Department Expenditures					
	Administrative				
32 00	Accounting & Auditing	$ 811	$ 875	$ 890	$ 890
34 90	Administrative-Contractual	5,520	43,835	0	0
49 60	Administrative Expenses	33,367	251,687	104,950	250,000
	Rehabilitation Department				
83 10	Housing Rehabilitation	$ 251,499	$ 55,423	$ 150,000	$ 0
83 40	Other Grants & Aids	14,996	0	59,380	0
	Neighborhood Revitalization				
83 80	Lincoln Park Mainstreet	$ 50,000	$ 0	$ 0	$ 0
83 80	Fort Pierce Mainstreet	50,000	0	0	0
83 83	Lincoln Park/Orange Ave. Business Dev	0	0	0	0
83 86	Local Art/Cultural Heritage	38,285	0	0	0
	Economic Development				
83 88	Micro-Bus/Economic Development	$ 78,657	$ 23,010	$ 80,000	$ 0
83 88	Job Fair & Lincoln Park Business Expo	0	0	20,000	0

FY 2026 Proposed Budget

Fund Title:			**Department:**	**Grants Administration**	
Fund/Division Number:	**103 &105**		**Division:**	**CDBG & SHIP**	
		2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2025/26 Proposed**
	Public Service				
83 97	Public Facility Improvements	$ 9,123	$ 51	$ 93,989	$ 1,117,598
83 97	Public Amenities	0	55,367	0	0
83 88	Public Service Agencies	0	9,948	20,000	33,877
83 98	Youth and Children Projects	1,304	0	0	0
	Total Project Expenditures	**$ 533,562**	**$ 440,196**	**$ 529,209**	**$ 1,402,365**
	Grants-Programs & Projects				
83 10	Housing Rehabilitation (Roll-over)	$ 0	$ 0	$ 0	$ 1,100,000
83 41	Commercial Façade (Roll-over)	20,150	0	0	0
83 98	Public Service	0	118,867	0	0
83 99	COVID19 Projects	0	0	0	228,393
	Administrative Expenses	0	0	0	284,940
	Total Roll-Over Expenditures	**$ 20,150**	**$ 118,867**	**$ 0**	**$ 1,613,333**
	Capital				
63 10	Road & Bridge Improvement	$ 0	$ 0	$ 0	$ 0
63 20	Other Improvements	0	0	0	296,976
64 10	Office Equipment & Machinery	1,390	0	0	0
64 45	Other Equipment	0	0	0	0
99 99	Unencumbered	0	0	0	0
	Total Capital	**$ 1,390**	**$ 0**	**$ 0**	**$ 296,976**
	TOTAL CDBG APPROPRIATIONS	**$ 914,305**	**$ 844,851**	**$ 1,000,771**	**$ 3,313,564**

FY 2026 Proposed Budget

Fund Title:			**Department:**	**Grants Administration**	
Fund/Division Number:	**103 &105**		**Division:**	**CDBG & SHIP**	
		2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2025/26 Proposed**
SHIP REVENUES					
344 90	SHIP	$ 377,555	$ 397,712	$ 377,309	$ 356,368
334 50	Program Income	100	880	500	500
361 10	Interest on Investments	334	340	100	100
369 90	Other Misc. Revenues	0	39,605	0	0
381 90	Program Income HHR	0	0	0	0
	Carry Over Funding	148,952	(55,624)	0	0
	Total SHIP Revenue	**$ 526,941**	**$ 382,913**	**$ 377,909**	**$ 356,968**
SHIP EXPENDITURES					
Total Operating Expenses		$ 3,779	$ 17,894	$ 37,791	$ 35,637
Total COVID 19 Expenses		0	0	0	0
Grants-Programs &Projects		523,162	365,019	340,118	
Housing Rehabilitation		0	0	0	171,331
Down Payment Assistaance		0	0	0	150,000
	TOTAL SHIP APPROPRIATIONS	**$ 526,941**	**$ 382,913**	**$ 377,909**	**$ 356,968**

FY 2026 Proposed Budget

Fund Title:		**Department:**	
Fund/Division Number:	**106**	**Division:**	**Grants Administration**

		2022/2023 Actual	2023/2024 Actual	2024/2025 Approved	2025/26 Proposed
Grants					
334 50	Program Income	$ 16,244	$ 58,367	$ 0	$ 23,919
	Total Intergovernmental	$ 16,244	$ 58,367	$ 0	$ 23,919
Miscellaneous Revenue					
361 10	Interest on Investments	$ 301	$ 357	$ 500	$ 243
361 38	HHRP Loan	0	0	500	0
369 31	Reimb. Of Expenditures	0	0	0	0
	Escrow Reimbursement	0	0	0	0
	Contractual Svcs./A;;egany (AFM)	0	0	0	0
369 90	Other Misc. Revenues	0	0	0	0
	Carry Forward Funding	0	0	547,133	478,338
	Total Miscellaneous Revenues	$ 301	$ 357	$ 548,133	$ 478,581
Interfund Transfers					
381 10	General Fund	$ 0	$ 0	$ 0	$ 0
381 91	FPRA	0	0	0	0
	Total Interfund Transfers	$ 0	$ 0	$ 0	$ 0
	Total Revenues	**$ 16,545**	**$ 58,724**	**$ 548,133**	**$ 502,500**

FY 2026 Proposed Budget

Fund Title: **Department:**
Fund/Division Number: 106 **Division: Grants Administration**

	2022/2023 Actual	2023/2024 Actual	2024/2025 Approved	2025/26 Proposed
Personnel Services				
10 10 Salaries and Wages	$ 0	$ 0	$ 0	$ 0
10 30 Accrued Compensation	0	0	0	0
10 40 Overtime	0	0	0	0
20 10 FICA Taxes	0	0	0	0
20 20 Retirement	0	0	0	0
20 30 Life & Health Insurance	0	0	0	0
20 35 Dental Insurance	0	0	0	0
20 40 Workers' Compensation	0	0	0	0
Total Personnel Services	**$ 0**	**$ 0**	**$ 0**	**$ 0**
Operating Expense				
3120 Legal Fees	$ 0	$ 0	$ 0	$ 0
4020 Travel & Education	0	0	0	0
4120 Freight and Postage	0	0	100	100
4810 Advertising	0	0	0	0
4960 Administrative Fees	0	0	2,400	2,400
4965 Escrow Expenses	0	0	0	0
4990 Miscellaneous Expenses	0	0	0	0
Programs & Projects	0	0	545,633	0
Total Operating Expense	$ 0	$ 0	$ 548,133	$ 2,500
Interfund Transfers				
Transfer to CDBG	$ 0	$ 0	$ 0	$ 500,000
Transfer to SHIP	0	0	0	0
Total Interfund Transfers	$ 0	$ 0	$ 0	$ 500,000
TOTAL APPROPRIATIONS	**$ 0**	**$ 0**	**$ 548,133**	**$ 502,500**

FY 2026 Proposed Budget

Fund Title: Marina **Department: Marina**
Fund/Division Number: 401-0000 **Division:**

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Grants					
331 50	Disaster Relief/Federal	$0	$0	$0	$0
334 39	Physical Environmental Grant	0	0	243,750	243,750
334 50	Disaster Relief/State	0	0	0	0
	Total Grants	$ 0	$ 0	$ 243,750	$ 243,750
Charges for Services					
347 54	Dockage	$ 1,483,615	$ 1,632,802	$ 1,800,000	$ 1,800,000
347 55	Transient Dockage	1,102,329	1,140,640	1,200,000	1,250,000
	Total Charges for Services	$ 2,585,943	$ 2,773,442	$ 3,000,000	$ 3,050,000
Miscellaneous Revenue					
361 10	Interest Earnings	$ 1,244	$ 1,109	$ 2,500	$ 2,500
361 33	Other Investment Interest	0	0	0	0
362 14	Leases	0	268,860	3,500	3,500
362 16	Crabby's Lease	282,152	0	200,000	280,000
369 31	Reimburse of Expenditures	0	0	0	0
369 49	Misc. Revenues	15,928	16,239	12,000	12,000
369 85	Settlement of Claims	22,445	6,468	0	0
369 91	Gas and Oil Sales	2,072,486	1,680,723	1,950,000	1,800,000
369 92	Electric Utility Sales	106,733	154,583	150,000	150,000
369 93	Utility Fees	139,369	123,991	65,000	65,000
369 94	Soda, Candy & Ice Sales	241,164	216,493	210,000	210,000
369 96	Late Payment Charges	3,863	(1,290)	3,500	3,500
369 97	Live Aboards	91,435	97,819	80,000	80,000
369 98	Other Miscellaneous Revenues	15,797	18,693	22,000	22,000
	Total Miscellaneous Revenue	$ 2,992,616	$ 2,583,689	$ 2,698,500	$ 2,628,500
	Total Revenue	$ 5,578,559	$ 5,357,131	$ 5,942,250	$ 5,922,250
	Appropriated Retained Earnings	(393,236)	0	1,357,024	1,826,927
	TOTAL RESOURCES	**$ 5,185,323**	**$ 5,357,131**	**$ 7,299,274**	**$ 7,749,177**

FY 2026 Proposed Budget

Fund Title: Marina **Department: Marina**
Fund/Division Number: 401-0000 **Division:**

	2022/323 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Marina Manager	1	1	1	1
Senior Accounting Analyst I	1	1	1	1
Operations Supervisor	1	1	1	1
Assistant Dockmaster	2	2	2	2
Marina Concierge Retailer	1	1	1	1
Executive Assistant/Asst. Concierge Retailer	0	0	0	1
Storekeeper	1	1	1	1
Marine Waterways Enforcement Officer	0	2	2	2
Maintenance Technician	0	1	1	1
Dock Attendant	1	1	1	0
Total Budgeted Staffing Level	8	11	11	11

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 289,946	$ 411,314	$ 591,246	$ 685,249
1030	Accrued Compensation	16,632	1,882	5,000	3,500
1040	Overtime	3,568	5,720	5,000	5,000
# 2010	FICA Taxes	23,787	32,004	46,408	53,485
2020	Retirement Contributions	37,725	64,774	101,223	95,945
2030	Life & Health Insurance	34,755	56,027	100,829	108,936
2035	Dental Insurance	1,754	2,442	4,419	4,722
2040	Workers' Comp.	10,889	11,780	15,086	19,252
	Total Personnel Services	$ 419,055	$ 585,943	$ 869,211	$ 976,089
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 3,000	$ 3,000
3190	Consulting Fees	0	0	0	500,000
3200	Accounting & Auditing	2,861	3,100	3,255	3,255
3490	Misc. Contract Services	40,020	64,064	50,000	50,000
3495	Temp Employee Svc	408,035	390,508	325,000	435,000
4010	Car Allowance	5,400	5,400	5,400	5,400
4020	Travel & Education	797	6,231	7,188	22,000
4110	Communications	27,469	28,549	30,000	30,000
4120	Freight and Postage	1,125	1,120	1,500	1,500
4310	Utilities	198,237	157,867	175,000	175,000
4410	Equipment Rental	3,110	4,354	4,500	4,500
4430	Land Lease	77,615	77,232	50,000	50,000

FY 2026 Proposed Budget

Fund Title: Marina			**Department: Marina**		
Fund/Division Number: 401-0000			**Division:**		
Operating Expense contd					
4510	Insurance & Fidelity Bond	774,018	784,188	800,000	800,000
4540	FLC Liability & Property	64,342	42,619	70,000	70,000
4610	Building Maintenance	12,635	10,933	15,000	15,000
4620	Restroom/Laundry Maint.	8,928	4,537	5,000	7,500
4630	Pier Maintenance	55,729	48,543	40,000	45,000
4650	Vehicle Maintenance	701	72	900	2,500
4651	Vehicle Parts	628	701	700	700
4660	Equipment Maintenance	16,434	14,840	13,000	15,000
4670	Computer Maintenance	1,014	0	2,500	2,500
4675	Software Maintenance	32,338	39,057	37,000	42,000
4710	Reproduction	2,361	0	1,500	1,500
4810	Advertising	10,679	30,769	35,000	35,000
4920	Cost of Goods Sold Fuel	1,606,668	1,351,665	1,500,000	1,350,000
4930	Cost of Goods Sold	125,149	112,895	120,000	110,000
4935	Disaster Charges	896	0	5,000	5,000
4940	Bad Debt Expense	0	0	0	0
4950	Settlement of Claims	0	0	0	0
4960	Administrative Charges	233,390	285,576	201,350	250,000
4970	Inventory Adjustment	0	0	2,500	2,500
4975	Taxes	18,101	30,629	20,000	20,000
4990	Miscellaneous Expense	1,790	5,184	5,000	5,000
5110	Office Supplies	5,297	7,769	5,000	7,500
5120	EDP Supplies	198	1,599	500	500
5150	Misc. Equipment	9,319	16,503	20,500	20,500
5210	Gas and Oil	1,277	1,110	1,000	5,000
5230	Cleaning Supplies	13,141	10,327	16,000	16,000
5231	Safety Supplies	2,166	134	1,000	1,500
5232	Other Supplies	474	495	500	1,000
5241	Horticultural Supplies	1,626	2,698	3,500	3,500
5250	Uniforms	609	128	2,500	2,500
5260	Expendable Tools	4,502	4,836	2,500	2,500
5410	Books,Pubs,Subscriptions&Mbrshp	1,285	1,058	1,500	1,500
5900	Depreciation	1,100,764	1,101,655	1,101,000	1,101,700
	Total Operating Expense	$ 4,871,129	$ 4,648,941	$ 4,684,793	$ 5,222,555

FY 2026 Proposed Budget

Fund Title: Marina			**Department: Marina**		
Fund/Division Number: 401-0000			**Division:**		
Capital Outlay					
6200	Building	$ 0	$ 0	$ 0	$ 175,000
6310	Other Improvements	0	415,575	1,360,000	1,360,000
6320	Other Structures Facility	0	0	0	0
6360	Hurricane Improvements	0	0	0	0
6410	Office Equip & Machinery	4,700	10,193	4,000	4,000
6420	Furniture & Furnishings	0	0	1,500	1,500
6445	Other Equipment	19,558	64,141	518,050	150,000
	Total Capital Outlay	$ 24,258	$ 489,909	$ 1,883,550	$ 1,690,500
Debt Service					
7010	Principal	$ 485,020	$ 499,389	$ 499,752	$ 511,041
7020	Interest	183,526	171,725	161,159	148,884
7030	Other Debt Service Cost	26,809	26,809	26,809	26,809
	Total Debt Service	$ 695,355	$ 697,923	$ 687,720	$ 686,734
Non-Operating Expenses					
9110	Transfer to General	$ 275,000	$ 275,000	$ 275,000	$ 275,000
9200	Loan Principal	0	0	0	0
9300	Loan Interest	1,290	0	0	0
	Other Non-Operationg Exp.	0	989,298	0	0
	Total Non-Operating Expenses	$ 276,290	$ 1,264,298	$ 275,000	$ 275,000
	TOTAL APPROPRIATIONS	**$ 6,286,087**	**$ 7,687,014**	**$ 8,400,274**	**$ 8,850,877**

FY 2026 Proposed Budget

Fund Title: Solid Waste		**Department: Solid Waste**			
Fund/Division Number: 402-0000		**Division:**			
		2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2025/26 Proposed**
Grants					
331 50	Disaster Relief/Federal	$ 0	$ 0	$ 0	$ 0
331 50	Disaster Relief/State	0	0	0	0
	Total Grants	$ 0	$ 0	$ 0	$ 0
Charges for Services					
343 40	Residential Service	$ 3,504,562	$ 4,124,772	$ 3,850,000	$ 4,975,641
343 41	Commercial Service	4,188,851	5,257,849	4,700,000	6,741,546
343 43	Commercial Trash	101,291	101,291	101,300	101,300
343 44	Recycling/Billing	426,643	503,929	450,000	699,639
343 45	Other Income	0	0	0	70,000
343 46	Recycling Program	14,608	606	5,000	5,000
	Total Charges for Services	$ 8,235,954	$ 9,988,448	$ 9,106,300	$ 12,593,126
Miscellaneous Revenue					
361 10	Interest on Investments	$ 58	$ 247	$ 1,000	$ 1,000
361 20	Interest of SBA	0	0	0	0
364 41	Sale of Surplus	304	0	0	0
366 90	Contributions/Private Sources	312,881	76,611	0	0
369 85	Settlement of Claims	0	0	0	0
369 90	Miscellaneous Revenue	213	3,550	0	0
	Total Miscellaneous Revenue	$ 313,456	$ 80,409	$ 1,000	$ 1,000
	Total Revenues	$ 8,549,411	$ 10,068,857	$ 9,107,300	$ 12,594,126
	Appropriated Retained Earnings	(195,160)	0	702,859	(754,888)
	TOTAL RESOURCES	**$ 8,354,251**	**$ 10,068,857**	**$ 9,810,159**	**$ 11,839,238**

FY 2026 Proposed Budget

Fund Title: Solid Waste	**Deparment:**	**Solid Waste**	
Fund/Division Number: 402-4200-534	**Division:**		

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Public Works Director	1	1	0	1
Deputy Public Works Director	1	1	1	1
Division Manager	1	1	1	1
Operations Manager	1	1	1	1
Executive Assistant	1	1	1	1
Administrative Assistant	1	2	2	2
Engagement & Outreach Coordinator	1	1	1	1
Inspector	1	1	1	1
Solid Waste Foreman II	0	0	1	1
Solid Waste Foreman I	0	0	0	1
Lead Sanitation Driver	0	2	2	2
Sanitation Driver	22	22	22	22
Garage Foreman	1	1	1	1
Master Mechanic	1	1	1	1
Diesel Mechanic	2	3	3	3
Maintenance Worker	4	4	4	9
Dispatcher	0	0	0	1
Fleet Manager	1	1	1	0
Deputy City Manager/Public Works Director	0	0	1	0
Total Budgeted Staffing Level	39	43	44	50

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 1,411,030	$ 1,707,737	$ 2,474,850	$ 2,913,104
1030	Accrued Compensation	78,786	43,335	17,000	20,000
1040	Overtime	214,182	218,723	50,000	50,000
2010	FICA Taxes	124,842	147,190	195,278	228,621
2020	Retirement Contributions	218,694	282,568	404,940	576,254
2030	Life & Health Insurance	270,479	209,171	469,583	537,793
2035	Dental Insurance	14,347	338,136	22,235	23,642
2040	Workers' Comp.	99,591	15,576	102,674	124,605
	Total Personnel Services	$ 2,431,952	$ 2,962,436	$ 3,736,560	$ 4,474,018
Operating Expenses					
3200	Accounting & Auditing	$ 6,981	$ 7,000	$ 7,420	$ 7,420
3420	U.A. Customer Service Admin.	176,880	187,200	187,200	194,000
3430	Landfill Contract	2,186,533	3,030,327	2,500,000	2,600,000
3469	Towing	0	3,804	0	8,000
3490	Misc. Contract Services	148,004	143,445	201,465	275,000
3495	Temp Employee Svcs	699,465	754,439	250,000	600,000
4010	Car Allowance	10,800	10,800	10,800	5,400
4020	Travel & Education	6,615	3,642	10,000	6,000
4110	Communications	16,944	17,971	30,000	35,000

FY 2026 Proposed Budget

Fund Title: Solid Waste			**Deparment:**	**Solid Waste**	
Fund/Division Number: 402-4200-534			**Division:**		
Operating Expenses contd					
4120	Freight and Postage	45	0	500	500
4310	Utilities	19,563	17,494	20,000	18,750
4410	Equipment Rental	35,389	28,533	50,000	105,000
4510	Insurance & Fidelity Bond	213,664	269,822	276,864	285,000
4650	Vehicle Maintenance	3,266	20,649	5,000	5,000
4651	Vehicle Parts	251,730	451,149	350,000	530,000
4652	Tires, Tubes & Batteries	270,813	301,097	275,000	310,000
4653	Unforeseeable	14,886	14,251	15,000	15,000
4660	Equipment Maintenance	38,464	44,759	35,000	25,000
4670	Computer Maintenance	579	180	500	750
4675	Software Maintenance	6,899	15,453	15,000	14,000
4680	Radio Maintenance	0	0	0	1,800
4710	Reproduction	1,172	1,283	2,500	6,000
4810	Advertising	1,083	2,982	6,750	0
4960	Administrative Charges	80,000	80,484	82,400	85,000
4990	Miscellaneous Expense	12,607	7,885	13,000	4,000
5110	Office Supplies	4,857	4,896	5,000	5,000
5120	EDP Supplies	0	177	200	200
5150	Miscellaneous Equip Expense	9,168	15,952	10,000	4,900
5210	Gas and Oil	467,763	453,884	600,000	460,000
5232	Other Supplies	7,433	36,217	6,000	14,000
5242	Chemicals	5,341	3,958	10,000	8,000
5250	Uniforms	10,843	24,972	25,000	33,000
5260	Expendable Tools	1,030	4,962	5,000	5,000
5410	Books,Pubs,Subscriptions&Mbrshp	1,139	935	1,000	10,000
5900	Depreciation	518,048	508,500	518,048	508,500
	Total Operating Expense	$ 5,228,007	$ 6,469,100	$ 5,524,647	$ 6,185,220
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	$ 160,000
6320	Other Improvements	0	0	0	60,000
6410	Office Equip & Machinery	0	4,870	0	10,000
6420	Furniture & Furnishings	0	0	0	7,700
6430	Heavy Equipment	0	381,989	0	666,000
6445	Other Equipment	193,595	177,059	0	53,000
	Total Capital Outlay	$ 193,595	$ 563,918	$ 0	$ 956,700
Non-Operating Expense					
7110	Debt Service Principal	$ 0	$ 0	$ 0	$ 0
7210	Debt Service Interest	0	0	0	0
9110	Transfer to General	700,000	500,000	500,000	500,000
9200	Capital Loan Payment	247,410	223,857	550,000	224,000
9200	Debt Service/Radios	38,055	0	0	0
9300	Loan Interest	16,280	7,863	0	7,800
	Total Non-Operating Expense	$ 1,001,745	$ 731,720	$ 1,050,000	$ 731,800
	TOTAL APPROPRIATIONS	**$ 8,855,299**	**$ 10,727,174**	**$ 10,311,207**	**$ 12,347,738**

FY 2026 Proposed Budget

Fund Title: Golf Course			**Deparment:**	**Golf Course**	
Fund/Division Number: 405-0000			**Division:**		
		2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2025/26 Proposed**
Charges for Services					
347 20	Membership Dues	$ 26,166	$ 40,317	$ 45,000	$ 49,000
347 22	Other Memberships	1,332	1,196	35,000	38,000
347 24	Golf Fees	884,161	1,186,032	1,250,000	1,355,000
347 24	Adjustment Golf Fees	(3,923)	(4,616)	0	0
347 25	Driving Range	28,625	34,532	43,000	50,000
	Total Charges for Services	$ 936,360	$ 1,257,461	$ 1,373,000	$ 1,492,000
Miscellaneous Revenue					
361 10	Interest Earnings	$ 0	$ 0	$ 0	$ 0
369 25	Pro Shop Merchandise	61,933	61,725	85,800	80,000
369 31	Reimbursement of Expenses	331	0	6,500	0
369 70	Events	0	0	7,500	0
369 80	Food	11,934	16,797	20,000	18,000
369 85	Settlement of Claims	0	47,487	0	0
369 89	Alcoholic Beverages	62,930	72,300	80,000	85,000
369 90	Misc Revenues	1,738	0	35,000	35,000
369 94	Snacks & Beverages	21,378	24,684	25,000	35,000
369 98	Other Misc Revenues	0	3,956	28,691	35,265
	Total Miscellaneous Revenue	$ 160,244	$ 226,949	$ 288,491	$ 288,265
	Total Revenues	$ 1,096,603	$ 1,484,410	$ 1,661,491	$ 1,780,265
Transfers					
381 01	Transfer from General Fund	$ 0	$ 0	$ 0	$ 0
382 50	Transfer from Solid Waste	0	0	0	0
	Total Transfers	$ 0	$ 0	$ 0	$ 0
	Appropriated Retained Earnings	636,036	0	(43,866)	0
	TOTAL RESOURCES	**$ 1,732,639**	**$ 1,484,410**	**$ 1,617,625**	**$ 1,780,265**

FY 2026 Proposed Budget

Fund Title: Golf Course		**Deparment:**	**Golf Course**
Fund/Division Number: 405-0000		**Division:**	

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Approved
Budgeted Staffing Level				
Golf Course Manager	1	1	1	1
Golf Pro	1	1	1	1
Superintendent	1	1	1	1
Lead Greenskeeper	0	1	1	1
Total Budgeted Staffing Level	3	4	4	4

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 269,839	$ 284,117	$ 291,010	$ 305,560
1030	Accrued Compensation	6,391	3,410	1,500	3,500
1040	Overtime	2,955	0	0	0
2010	FICA Taxes	21,057	21,746	22,377	23,643
2020	Retirement Contributions	46,665	51,720	54,319	61,008
2030	Life & Health Insurance	41,696	43,617	36,621	46,568
2035	Dental Insurance	1,833	1,796	2,202	2,008
2040	Workers' Comp.	6,052	6,877	7,927	340
	Total Personnel Services	$ 396,488	$ 413,282	$ 415,956	$ 442,628
Operating Expense					
3190	Consultant Fees	$ 0	$ 0	$ 0	$ 0
3200	Accounting & Auditing	2,032	2,100	2,230	2,250
3440	Aquatic Weed Control	9,154	8,721	5,300	4,800
3490	Contractual Fees	0	0	0	0
3495	Temp Employee Svcs	238,384	253,459	265,000	280,000
4110	Communications	24,176	25,831	20,000	20,000
4120	Freight and Postage	10	43	500	500
4310	Utilities	103,234	91,055	90,000	93,000
4410	Equipment Rental-Golf Carts	0	0	0	58000
4420	Land Lease	44,744	45,367	57,000	60,000
4510	Insurance & Fidelity Bond	82,193	100,350	95,000	125,000
4610	Building Maintenance	0	0	0	0
4620	Building Supplies	1,461	1,312	1,500	1,500
4630	Irrigation Maintenance	25,212	9,306	10,000	13,000
4651	Vehicle Parts	0	0	0	0

FY 2026 Proposed Budget

Fund Title: Golf Course			**Deparment:**	**Golf Course**	
Fund/Division Number: 405-0000			**Division:**		
Operating Expense contd					
4660	Equipment Maintenance	13,959	14,648	23,000	16,000
4670	Computer Maintenance	1,107	3,550	3,550	3,550
4675	Software Maintenance	16,914	21,381	18,000	18,000
4810	Advertising	6,730	6,627	9,000	7,000
4925	Cost of Events	0	0	0	0
4930	Cost of Goods Sold	23,263	19,873	22,000	24,000
4932	Liquor Expense	28,014	32,164	33,000	35,000
4935	Merchandise CGS	47,038	45,933	50,000	50,000
4940	Bad Debt Expense	0	0	0	0
4960	Administrative Charges	68,375	83,945	69,000	70,000
4976	License and Fees	906	888	1,000	800
4980	Over/Short Expense	(28)	(10)	0	0
4985	Taxes	5,836	5,836	6,000	15,175
4990	Miscellaneous Expense	54	2,195	0	0
5110	Office Supplies	991	954	1,000	1,000
5120	EDP Supplies	0	0	0	0
5150	Misc Equipment Expense	955	971	0	0
5210	Gas and Oil	37,975	40,980	40,000	40,000
5231	Safety Supplies	0	0	0	0
5232	Other Supplies	6,780	11,236	9,000	10,000
5235	Maintenance Supplies	0	0	0	0
5240	Golf Supplies	1,967	5,586	6,000	6,000
5241	Horticultural Supplies	960	881	1,000	0
5242	Chemicals	86,764	41,117	55,000	43,000
5243	Turf Supplies	5,005	9,352	15,000	8,000
5244	Fertilizer	79,832	137,005	197,448	165,000
5250	Uniforms	0	1,366	1,500	1,500
5260	Expandable Tools	0	112	0	0
5410	Books,Pubs,Subscriptions&Mbrshp	3,637	3,340	4,000	4,000
5900	Depreciation	237,795	245,954	237,795	245,954
	Total Operating Expense	$ 1,205,429	$ 1,273,427	$ 1,348,823	$ 1,422,029
Capital Outlay					
6200	Buildings	$ 0	$ 0	$ 0	$ 0
6320	Other Structures Facility	0	0	0	0
6410	Office Equip & Machinery	677	588	0	50,000
6420	Furniture & Furnishings	0	0	0	0
6445	Other Equipment	237,795	85,899	0	0
	Total Capital Outlay	$ 238,472	$ 86,488	$ 0	$ 50,000

FY 2026 Proposed Budget

Fund Title: Golf Course			**Deparment:**	**Golf Course**	
Fund/Division Number: 405-0000			**Division:**		
Non-Operating Expense					
9110	Transfer to General	$ 0	$ 0	$ 0	$ 0
9180	Equipment Lease	114,319	134,866	86,000	96,005
7110	Debt Service Principle	0	0	0	0
7210	Debt Service Interest	0	255	0	0
9300	Loan Principal	0	0	4,597	0
9010	Loan Interest	15,727	15,639	44	15,557
	Total Non-Operating Expense	$ 130,045	$ 150,760	$ 90,641	$ 111,562
	TOTAL APPROPRIATIONS	**$ 1,970,434**	**$ 1,923,956**	**$ 1,855,420**	**$ 2,026,219**

FY 2026 Proposed Budget

Fund Title:		**Deparment:**	**Sunrise Theatre Fund**		
Fund/Division Number: 406 0000		**Division:**			
		2022/23 Actual	**2023/24 Actual**	**2024/25 Proposed**	**2024/25 Proposed**
Grants					
331 00 00	Federal Grants	$ 0	$ 0	$ 0	$ 0
334 70 10	State Grant/DCF	172,660	67,981	0	0
	Total Grants	$ 172,660	$ 67,981	$ 0	$ 0
Charges for Services					
347 56 10	Ticket Sales	$ 1,176,471	$ 2,184,874	$ 1,750,000	$ 1,800,000
347 56 11	Ticket Sales - Rentals	771,516	746,261	900,000	600,000
347 56 15	Ticket Handling Fees	304,391	375,707	300,000	300,000
347 56 50	Sponsorship Fees	35,747	11,994	25,000	10,000
347 56 80	Memberships	99,054	97,119	140,000	100,000
347 56 90	Donations & Pledges	7,729	7,883	15,000	10,000
	Total Charges for Services	$ 2,394,909	$ 3,423,837	$ 3,130,000	$ 2,820,000
Miscellaneous Revenue					
361 10 00	Interest Earning	$ 1,154	$ 1,582	$ 0	$ 0
362 14 00	Rents and Royalties	155,289	151,705	225,000	200,000
369 90 00	Souvenir Sales	0	0	0	5,000
369 31 00	Reimb. of Expenditures	484	88	50,000	1,000
369 70 00	Events	23,300	47,275	30,000	25,000
369 89 00	Packaged Sales	147,095	219,703	200,000	200,000
369 90 00	Miscellaneous Revenues	5,158	7,863	300	1,000
369 95 00	Commission/Tips/Merch.	0	10,115	7,000	0
369 96 00	Late Payment Charges	0	0	0	0
	Total Miscellaneous Revenues	$ 332,480	$ 438,331	$ 512,300	$ 432,000
Other Resources					
381 01 00	Transfer from General	$ 0	$ 0	$ 0	$ 0
381 91 00	Transfer from FPRA	450,000	500,000	500,000	500,000
381 89 00	Transfer from Restricted Fund	159,866	44,785	50,000	0
381 90 00	Transfer from Solid Waste	0	0	0	0
	Total Other Resources	$ 609,866	$ 544,785	$ 550,000	$ 500,000
	Appropriated Retained Earnigs	(408,312)	0	(484,648)	917,313
	TOTAL RESOURCES	**$ 3,101,603**	**$ 4,474,933**	**$ 3,707,652**	**$ 4,669,313**

FY 2026 Proposed Budget

Fund Title:		**Deparment:**	**Sunrise Theatre Fund**	
Fund/Division Number: 406 4600		**Division:**		

	2022/23 Actual	2023/24 Approved	2024/25 Approved	2025/26 Approved
Budgeted Staffing Level				
Executive Director	1	1	0	1
Marketing & Development Manager	1	1	1	1
Technical/Facilities Manager	1	1	1	1
Box House/Operations Manager	1	1	1	1
Facilities Maintenance Technician	0	1	0	1
Total Budgeted Staffing Level	4	5	3	5

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 316,647	$ 334,930	$ 211,302	$ 379,367
1030	Accrued Compensation	4,229	3,671	1,000	500
1040	Overtime	141	0	0	0
2010	FICA Taxes	24,050	24,951	16,241	29,473
2020	Retirement Contributions	47,549	61,062	39,424	74,986
2030	Life & Health Insurance	57,197	57,043	19,916	65,476
2035	Dental Insurance	2,064	2,391	835	2,851
2040	Workers' Comp	5,247	5,471	234	760
	Total Personnel Services	$ 457,124	$ 489,519	$ 288,952	$ 553,413
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 0	$ 0
3200	Accounting & Auditing	4,855	8,278	5,200	5,000
3490	Misc. Contract Services	96,893	120,058	250,000	250,000
3491	Custodial	23,544	38,982	45,000	75,000
3492	House Crew	96,644	48,499	110,000	175,000
3493	Support Staff	64,417	53,000	75,000	80,000
3495	Temp Employee Svc	56,369	138,350	65,000	75,000
3499	Security	19,350	38,769	32,000	35,000
4010	Car Allowance	5,400	5,400	0	5,400
4020	Travel & Education	6,351	20	8,000	8,000
4040	Hospitality/Entertainment	1,562	2,262	2,000	2,000
4043	Food	10,034	28,918	30,000	40,000
4044	Transportation	950	0	1,000	500
4045	Lodging	308	0	500	0
4110	Communications	29,433	27,800	30,000	30,000
4120	Freight and Postage	798	360	1,500	1,500
4310	Utilities	186,161	148,182	200,000	200,000
4410	Equipment Rental	20,161	18,182	15,000	200,000
4411	Audio Gear	0	0	5,000	7,500
4412	Backline	4,596	28,445	25,000	40,000
4413	Lighting	0	0	1,000	5,000

FY 2026 Proposed Budget

Fund Title:			**Deparment:**	**Sunrise Theatre Fund**	
Fund/Division Number: 406 4600			**Division:**		
Operating Expense contd					
4414	Rigging	0	0	0	10,000
4415	Visual	0	0	500	0
4450	Theatre	0	0	0	0
4510	Insurance & Fidelity Bond	289,726	351,197	375,000	436,000
4540	FLC Liability & Property	0	0	4,000	0
4610	Building Maintenance	5,038	4,125	7,500	5,000
4640	A/C Maintenance	12,680	576	15,000	30,000
4645	Building Repair Supplies	1,706	1,369	3,000	10,000
4646	Theatre Supplies	1,849	2,610	3,000	5,000
4660	Equipment Maintenance	258	1,255	1,500	10,000
4670	Computer Maintenance	1,758	100	2,000	25,000
4675	Software Maintenance	4,567	12,755	5,000	0
4710	Reproduction	0	47	1,000	0
4720	Outside Printing	5,942	691	1,500	0
4810	Advertising	150,293	152,777	250,000	20,000
4925	Cost of Events	786,394	1,294,748	1,100,000	1,500,000
4926	Cost of Events/Rent Reimb	464,897	725,752	475,000	500,000
4930	Cost of Goods Sold	0	0	0	0
4932	Packaged Sales	29,821	43,837	50,000	65,000
4933	Concession Supplies	9,506	11,990	10,000	15,000
4940	Bad Debt Expense	0	0	0	0
4945	Refunds	60,333	36,831	65,000	65,000
4950	Settlement of Claims	0	0	0	0
4960	Administrative Charges	119,379	144,810	125,000	125,000
4976	Licenses & Fees	400	892	2,500	2,000
4980	Contingency	0	0	0	0
4990	Miscellaneous Expense	899	(14)	1,500	2,000
5110	Office Supplies	1,610	2,580	5,500	5,000
5120	EDP Supplies	0	202	500	8,000
5150	Misc Equipment Expense	5,544	1,036	6,000	17,000
5230	Cleaning Supplies	3,848	5,874	4,500	24,000
5410	Books,Publications,Subs&Mbrshp	1,775	2,040	3,000	2,000
5900	Depreciation	580,485	588,632	580,485	588,632
	Total Operating Expense	$ 3,166,532	$ 4,092,218	$ 3,999,185	$ 4,704,532
Capital Outlay					
6200	Other Structures Facilities	$ 0	$ 44,785	$ 0	$ 0
6320	Other Improvements	54,629	0	0	0
6410	Office Equip & Mach	3,804	15,519	0	0
	Total Capital Outlay	$ 58,433	$ 60,304	$ 0	$ 0

FY 2026 Proposed Budget

Fund Title:		**Deparment:**	**Sunrise Theatre Fund**		
Fund/Division Number: 406 4600		**Division:**			
Non-Operating Expense					
9110	Transfer to General	$ 0	$ 0	$ 0	$ 0
7110	Debt Service Principle	0	6,383	0	0
7210	Debt Service Interest	0	247	0	0
	Total Transfers	$ 0	$ 6,630	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 3,682,088**	**$ 4,648,671**	**$ 4,288,137**	**$ 5,257,945**

FY 2026 Proposed Budget

Fund Title: Building		**Deparment: Building**			
Fund/Division Number: 420-0000		**Division:**			
		2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2025/26 Proposed**
Licenses and Permits					
322 10	Permits-Building Dept.	$ 3,093,819	$ 2,633,794	$ 3,250,000	$ 4,000,000
322 20	Inspections	14,175	20,508	15,000	20,000
322 90	Other Permit Fees	1,667,415	1,496,174	1,500,000	2,000,000
329 40	Contractor's License	64,240	54,275	20,000	50,000
	Total Licenses and Permits	$ 4,839,650	$ 4,204,751	$ 4,785,000	$ 6,070,000
Grants					
331 10	General Government	$ 0	$ 0	$ 0	$ 0
	Total Grants	$ 0	$ 0	$ 0	$ 0
Charge for Services					
341 40	Cert, Copying, Rcd Search	$ 10	$ 50	$ 500	$ 0
341 60	Administration Fees	0	0	0	0
341 61	Demo & Flood Plain Mgmnt	927	665	5,000	0
341 94	Credit Card Process Fees	189,775	139,960	10,000	120,000
	Total Charges for Services	$ 190,712	$ 140,675	$ 15,500	$ 120,000
Fines & Forfeits					
354 60	Unlicensed Contracting	$ 0	$ 0	$ 0	$ 0
354 70	Violation of Local Ordinance	45,183	173,448	40,000	40,000
	Total Fines & Forfeits	$ 45,183	$ 173,448	$ 40,000	$ 40,000
Miscellaneous Revenue					
361 10	Interest on Investments	$ 5,167	$ 6,830	$ 0	$ 0
369 57	St. Lucie County	132,736	104,411	80,000	100,000
369 90	Other Misc. Revenues	44,798	(13,121)	50,000	50,000
	Total Miscellaneous Revenues	$ 182,701	$ 98,120	$ 130,000	$ 150,000
	Total Revenues	$ 5,258,245	$ 4,616,994	$ 4,970,500	$ 6,380,000
Interfund Transfers					
381 10	General Fund	$ 0	$ 0	$ 0	$ 0
	TOTAL Interfund Transfers	$ 0	$ 0	$ 0	$ 0
	Appropriated Retained Earnings	0	0	1,373,847	430,291
	TOTAL RESOURCES	**$ 5,258,245**	**$ 4,616,994**	**$ 6,344,347**	**$ 6,810,291**

FY 2026 Proposed Budget

Fund Title: Building		**Deparment:**	**Building**
Fund/Division Number: 420-2902-524		**Division:**	

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Budgeted Staffing Level				
Building Director/Official	1	1	1	1
Assistant Building Director	0	0	1	1
Executive Assistant	1	1	1	1
Administrative Assistant	1	1	1	1
Resiliency & CRS Navigator	0	0	1	1
Resiliency & CRS Specialist	0	0	1	1
Violations Coordinator	0	0	1	1
Records Management Coordinator	1	1	1	1
Special Projects Coordinator	1	1	1	1
Lead Plans Examiner	1	1	1	1
Building Inspector/Plans Examiner	1	1	1	1
Lead Building Inspector	1	1	1	1
Lead Building Investigator	1	1	1	1
Building Inspector /Investigator	7	7	8	8
Senior Permit Specialist	2	2	2	2
Permit Specialist	8	8	11	11
Deputy Building Official	1	1	0	0
Building Department Coordinator	1	1	0	0
CRS Coordinator	1	1	0	0
Total Budgeted Staffing Level	29	29	34	34

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services					
1010	Salaries and Wages	$ 1,065,966	$ 1,197,254	$ 2,131,566	$ 2,295,286
1030	Accrued Compensation	7,582	8,352	8,000	9,000
1040	Overtime	32,915	50,796	30,000	30,000
2010	FICA Taxes	81,741	92,146	166,385	178,986
2020	Retirement Contributions	189,491	223,428	402,888	460,788
2030	Life & Health Insurance	192,566	249,314	387,215	388,743
2035	Dental Insurance	8,901	10,768	16,461	17,399
2040	Workers' Compensation	28,077	29,458	35,832	40,589
	Total Personnel Services	$ 1,607,240	$ 1,861,515	$ 3,178,347	$ 3,420,791
Operating Expense					
3120	Legal Fees	$ 0	$ 0	$ 2,500	$ 5,000
3170	Examination Fees	0	0	2,500	2,500
3200	Accounting & Auditing	1,272	1,500	1,600	1,600

FY 2026 Proposed Budget

Fund Title: Building		**Deparment: Building**			
Fund/Division Number: 420-2902-524		**Division:**			
		2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2025/26 Proposed**
Operating Expense contd.					
3490	Contractual Fees	185,349	32,520	750,000	750,000
3495	Temp Employee Svcs	172,865	132,749	200,000	200,000
4010	Car Allowance	5,400	5,400	5,400	5,400
4020	Travel and Education	16,892	14,891	70,000	70,000
4110	Communications	32,920	31,007	40,000	40,000
4120	Freight and Postage	5,104	5,148	10,000	10,000
4410	Equipment Rental	19,544	28,669	100,000	100,000
4510	Liability	14,134	16,480	14,000	20,000
4650	Vehicle Maintenance	3,401	9,470	7,500	10,000
4651	Vehicle Parts	8,921	1,544	7,500	10,000
4652	Tires & Batteries	0	432	7,500	5,000
4660	Equipment Maintenance	0	0	0	0
4670	Computer Maintenance	0	0	0	0
4675	Software Maintenance	130,571	137,244	250,000	250,000
4680	Radio Maintenance	0	0	0	0
4710	Reproduction	1,875	2,707	10,000	10,000
4720	Outside Printing	1,074	4,713	15,000	15,000
4810	Advertising	622	121	500	10,000
4945	Refunds	48	541	0	10,000
4960	Administrative Fees	414,339	414,980	450,000	450,000
4990	Miscellaneous Expenses	10,929	26,868	500,000	500,000
5110	Office Supplies	12,034	9,591	10,000	15,000
5120	EDP Supplies	5,867	963	4,500	10,000
5150	Misc. Equipment	7,171	14,594	145,000	200,000
5210	Gas and Oil	12,334	16,476	40,000	40,000
5232	Other Supplies	0	239	5,000	5,000
5410	Books, Pubs, Subscriptions&Mbrshp	5,206	10,796	12,500	15,000
5900	Depreciation	88,568	86,050	88,568	86,050
	Total Operating Expense	$ 1,156,438	$ 1,005,695	$ 2,749,568	$ 2,845,550
Capital Outlay					
6320	Other Improvements	$ 0	$ 0	$ 75,000	$ 100,000
6410	Office Equipment & Machinery	35,499	11,599	200,000	200,000
	Other Equipment & Machinery	0	62,610	0	100,000
6440	Vehicles	0	0	130,000	130,000
6420	Furniture & Furnishings	0	0	100,000	100,000
6450	Radios	0	0	0	0
	Total Capital Outlay	$ 35,499	$ 74,209	$ 505,000	$ 630,000

FY 2026 Proposed Budget

Fund Title: Building **Fund/Division Number: 420-2902-524**		**Deparment: Building** **Division:**		
	2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2025/26 Proposed**
Non-operating Expenses				
Debt Service Principle	$ 0	$ 127,726	$ 0	$ 0
Debt Service Interest	0	5,891	0	0
Loan Interest	0	3,193	0	0
9201 Debt Service/Radios	4,455	0	0	0
Total Non-Operating Expenses	$ 4,455	$ 136,810	$ 0	$ 0
TOTAL APPROPRIATIONS	**$ 2,803,632**	**$ 3,078,229**	**$ 6,432,915**	**$ 6,896,341**

FY 2026 Proposed Budget

Fund Title: Animal Services		**Deparment:**	**Animal Shelter**		
Fund/Division Number: 407-0000		**Division:**			
		2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2025/26 Proposed**
Grants					
331 36	General Grants	$ 0	$ 0	$ 50,000	$ 50,000
	Total Grants	$ 0	$ 0	$ 50,000	$ 50,000
Charge for Services					
341 40	Adoption Services	$ 0	$ 61,114	$ 60,000	$ 60,000
341 60	Impound Fees	0	7,248	10,000	10,000
341 94	Service Fees	0	0	35,000	25,000
	Total Charges for Services	$ 0	$ 68,362	$ 105,000	$ 95,000
Municipal Charges					
354 60	License Fees	$ 0	$ 0	$ 0	$ 0
	Total Municipal Charges	$ 0	$ 0	$ 0	$ 0
Clinical Charges					
354 60	Sterilization Surgeries	$ 0	$ 0	$ 375,000	$ 200,000
354 70	Vaccinations	0	0	125,000	100,000
354 70	Vaccinations	0	0	0	75,000
354 70	Vaccinations	0	0	0	50,000
	Total Clinical Charges	$ 0	$ 0	$ 500,000	$ 425,000
Miscellaneous Revenue					
361 10	Interest on Investments	$ 0	$ 0	$ 0	$ 0
361 33	Merchandise Sales	0	1,206	10,000	2,500
369 31	Animal Care Products (medical)	0	0	62,500	0
369 58	Business Contributions/Donations	0	15,190	150,000	150,000
369 59	Redemption Fee	0	8,230	0	0
369 60	Reimbursement of Expenses	0	696	0	0
369 90	Other Misc. Revenue	0	3,200	25,000	23,508
	Total Miscellaneous Revenues	$ 0	$ 28,521	$ 247,500	$ 176,008
Interfund Transfers					
381 10	General Fund	$ 0	$ 199,500	$ 300,000	$ 0
381 50	Restricted Fund	0	555,000	200,000	250,000
381 51	Restricted Fund - ARP	0	0	0	0
	TOTAL Interfund Transfers	$ 0	$ 754,500	$ 500,000	$ 250,000
	Total Revenues	$ 0	$ 851,383	$ 1,402,500	$ 996,008
	Appropriated Retained Earnings	0	0	0	0
	TOTAL RESOURCES	**$ 0**	**$ 851,383**	**$ 1,402,500**	**$ 996,008**

FY 2026 Proposed Budget

Fund Title: Animal Services		**Deparment: Animal Shelter**	
Fund/Division Number: 407-0000		**Division:**	

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Approved
Budgeted Staffing Level				
Operations Manager	1	1	1	1
Animal Care Lead	1	1	0	1
Animal Care Specialist I	5	6	8	6
Administrative Assistant (PT)	2	2	2	2
Office Manager/Surgery Technician	0	0	1	0
Veterinary Technician	0	0	1	0
Veterinary Administrative Assistant	0	0	1	0
Animal Care Specialist II	2	0	0	0
Assistant Operations Manager	1	1	0	0
Animal Care Lead Dogs	1	1	0	0
Animal Care Lead Cats	1	1	0	0
Animal Care Medical	1	0	0	0
Kennel Manager	0	0	1	0
Animal Shelter Administrator	0	0	1	0
Total Budgeted Staffing Level	15	13	16	10

	2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Personnel Services				
1010 Salaries and Wages	$ 396,682	$ 309,710	$ 614,489	$ 361,995
1030 Accrued Compensation	0	2,156	500	0
1040 Overtime	0	107,529	0	0
2010 FICA Taxes	30,346	32,021	47,047	27,693
2020 Retirement Contributions	67,952	65,470	114,203	71,458
2030 Life & Health Insurance	103,700	54,867	108,050	78,358
2035 Dental Insurance	5,117	2,317	5,030	3,914
2040 Workers' Compensation	5,771	1,600	8,312	5,430
Total Personnel Services	$ 609,568	$ 575,670	$ 897,632	$ 548,848
Operating Expense				
3181 Veterinary Services-Steralization	$ 50,000	$ 164,127	55,000	$ 100,000
3181 Veterinary Services/Vaccinations	20,000	0	0	0
3182 Veterinary Services/Miscellaneous	20,000	41,111	25,000	25,000
3199 Veterinary Cleaning Supplies	10,000	0	0	0
3199 Janitorial Supplies	3,000	0	0	0
3490 Contraactual Services	0	3,032	107,500	25,000
3494 Spay/Neuter	0	500	0	0

FY 2026 Proposed Budget

Fund Title: Building		**Deparment:**	**Animal Shelter**
Fund/Division Number: 407-0000		**Division:**	

		2022/23 Actual	2023/24 Actual	2024/25 Approved	2025/26 Proposed
Operating Expense contd.					
3495	Temporary Employee Services	0	235,370	30,000	128,660
4020	Travel & Education	0	800	2,500	3,000
4110	Communications	0	5,646	0	7,000
4410	Equipment Rental	0	280	500	5,000
4610	Building Maitenance	0	13,643	2,500	5,000
4675	Software Maintenance	1,000	21,291	9,000	1,500
4680	Pest Control	1,000	0	0	0
4710	Outreach & Education	1,000	0	0	0
4810	Advertising	2,500	3,410	3,500	3,500
4830	Marketing & Promotions	1,000	0	1,000	1,000
4928	Merchandise/Cost of Goods Sold	3,000	0	1,500	1,000
4960	Administrative Fees	0	0	0	0
4979	Licenses & Fees	250	0	0	0
4990	Miscellaneous Expenses	2,500	3,303	5,000	5,000
5110	Office Supplies	2,000	2,053	3,000	3,000
5150	Miscellaneous Equipment	0	31,152	0	0
5210	Gas & Oil	0	284	0	500
5221	Animal Care-Food	15,000	2,069	15,000	15,000
5222	Animal Care Supplies	5,000	24,978	58,368	25,000
5223	Medical Supplies	40,000	20,750	160,000	70,000
5224	Rescue Cleaning Supplies	0	0	0	0
5230	Cleaning Supplies	0	9,553	22,000	15,000
5231	Safety Supplies	0	1,004	1,500	3,000
5232	Other Supplies	0	0	0	2,500
5250	Uniforms	2,500	4,425	1,500	1,500
5410	Books, Pubs, Subscriptions&Mbrshp	750	189	500	1,000
5900	Depreciation	0	2,293	0	2,293
	Total Operating Expense	$ 180,500	$ 591,264	$ 504,868	$ 449,453
Capital Outlay					
6310	Buildings	$ 0	$ 242,939	$ 0	$ 0
6320	Other Improvements	25,000	14,894	0	0
6410	Office Equipment & Mach	50,000	11,205	0	0
6420	Furniture & Furnishings	25,000	0	0	0
6440	Other Equipment & machinery	0	13,190	0	0
6490	Clinic/Surgery Equipment	200,000	0	0	0
	Total Capital Outlay	$ 300,000	$ 282,227	$ 0	$ 0
	TOTAL APPROPRIATIONS	**$ 1,090,068**	**$ 1,449,161**	**$ 1,402,500**	**$ 998,301**

FY 2026 Proposed Budget

Fund Title: Stormwater		**Deparment: Stormwater**			
Fund/Division Number: 403-0000		**Division:**			
		2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2025/26 Proposed**
Grants					
331 36	Federal Grants	$ 0	$ 0	$ 0	$ 0
331 36	State Grants	647,570	0	0	0
	Total Grants	$ 647,570	$ 0	$ 0	$ 0
Charges for Services					
343 90	Stormwater Utility Fee	$ 3,761,446	$ 3,381,979	$ 3,674,217	$ 3,624,589
	Total Charges for Services	$ 3,761,446	$ 3,381,979	$ 3,674,217	$ 3,624,589
Miscellaneous Revenue					
361 10	Interest on Investments	$ 606	$ 667	$ 1,000	$ 1,000
361 33	Other Investment Interest	4,670	1,091	0	1,000
366 90	Contributions/Private Sources	0	0	0	0
369 43	Contractual/CDBG	0	0	0	0
369 31	Reimb. Of Expenditurees	540,401	0	0	0
369 31	Reimb. Of Expenditurees/FPUA	0	39,210	0	0
369 60	Reimb. Of Expenditurees/State	0	0	0	0
369 90	Miscellaneous Revenue	0	0	0	0
	Total Miscellaneous Revenue	$ 545,676	$ 40,968	$ 1,000	$ 2,000
Interfund Transfers					
381 01	Transfer from General	$0	$0	$0	$0
381 89	Transfer from Restricted	0	48,000	0	0
	Total Interfund Transfers	$ 0	$ 48,000	$ 0	$ 0
	Total Revenues	$ 4,954,692	$ 3,422,947	$ 3,675,217	$ 3,626,589
	Appropriated Retained Earnings	(1,042,172)	0	1,373,847	49,428
	TOTAL RESOURCES	**$ 3,912,520**	**$ 3,422,947**	**$ 5,049,064**	**$ 3,676,017**

FY 2026 Proposed Budget

Fund Title: Stormwater			**Deparment: Stormwater**		
Fund/Division Number: 403-0000			**Division:**		
		2022/23 Actual	**2023/24 Actual**	**2024/25 Approved**	**2025/26 Proposed**
Operating Expenses					
3120	Legal	$ 0	$ 0	$ 0	$ 0
3200	Accounting & Auditing	3,102	3,200	3,200	3,300
3470	SMU Locates	4,404	3,764	40,000	40,000
3487	Financial & Admin	69,157	17,892	67,000	67,000
3490	Misc. Contract Services	711,922	324,758	895,215	1,158,479
4020	Travel & Education	0	876	2,500	2,500
4120	Freight and Postage	399	21	1,000	1,000
4410	Equipment Rental	3,273	114,988	5,000	5,000
4610	Storm Drainage	106,659	6,588	260,000	260,000
4620	Canals	210,579	542,695	605,000	500,000
4650	Vehicles	0	0	0	0
4651	Vehicle Parts	37,611	0	0	0
4670	Computer Maintenance	0	0	500	500
4675	Software Maintenance	0	0	5,000	7,000
4710	Reproduction	0	2,745	3,000	3,000
4940	Bad Debt Expense	0	0	0	0
4960	Administrative Charges	334,477	367,316	430,553	452,081
4990	Miscellaneous Expense	230	224	1,000	1,000
5120	EDP Supplies	734	240	1,500	1,500
5150	Miscellaneous Equip Expense	0	0	0	0
5410	Books,Pubs,Subscriptions&Mbrshp	8,938	950	1,000	1,000
5900	Depreciation	1,440,481	1,485,037	1,440,481	1,485,037
	Total Operating Expense	$ 2,931,966	$ 2,871,294	$ 3,761,949	$ 3,988,397
Capital Outlay					
6310	Roads & Bridges	$ 767,828	$ 51,786	$ 0	$ 0
6320	Other Structures & Facilities	0	115,179	0	0
6330	Sidewalks, Curbs, & gutters	768,305	0	0	0
6410	Office Equip. & Machinery	0	0	252,000	0
6430	Heavy Equipment	0	795,484	0	0
6445	Other Improvements	0	0	0	0
	Total Capital Outlay	$ 1,536,133	$ 962,449	$ 252,000	$ 0
Debt Service					
7071	Principal	$ 1,017,600	$ 1,040,800	$ 1,057,200	$ 1,083,800
7072	Interest	148,871	127,280	107,102	84,655
7073	Other Debt Service Cost	4,202	4,202	4,202	4,202
	Total Debt Service	$ 1,170,673	$ 1,172,282	$ 1,168,504	$ 1,172,657
	TOTAL APPROPRIATIONS	**$ 5,638,772**	**$ 5,006,025**	**$ 5,182,453**	**$ 5,161,054**

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AFFIDAVIT OF PUBLICATION

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Fort Pierce FL 34950

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SEP 15 2025
City Clerk's Office

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

08/29/2025, 09/05/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 09/05/2025

Legal Clerk

Notary, State of WI, County of Brown

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CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARINGS
MILLAGE RATE AND BUDGET
ADOPTION

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, September 8, 2025, and Monday, September 15, 2025, at 5:05 p.m., on the first and second readings respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 25-026 - AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR THE LEVYING AND COLLECTING OF TAXES FOR THE CITY OF FORT PIERCE, FLORIDA, FOR FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, FOR THE PURPOSE OF RAISING SUCH AMOUNT AS MAY BE NECESSARY TO CARRY ON THE GOVERNMENT OF SAID CITY DURING SAID FISCAL YEAR AND TO PAY FUNDS SO COLLECTED INTO THE ACCOUNTS PROVIDED THEREFOR; ADOPTING THE CITY OF FORT PIERCE 2025-26 FISCAL YEAR FINAL MILLAGE RATE; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 25-027 - AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; ADOPTING A FINAL BUDGET FOR THE CITY OF FORT PIERCE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

The final millage rate of the City of Fort Pierce, Florida, for the Fiscal Year 2025-26 is hereby levied at the rate of 6.9000 per thousand-dollar valuation for general City purposes; said rate being in excess of the roll-back rate of 6.6109 mills by 4.37%.

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

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

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

/s/ Linda W. Cox, City Clerk
August 29, September 5 2025
LSAR0356517

City Commission Regular Meeting - 5:05 PM **12. C.**

Meeting Date: 09/15/2025

Re: Sunrise Lakes

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Continued from July 21, 2025 and PULLED AT STAFF'S REQUEST. Quasi-Judicial Hearing - Ordinance 25-020 - Review and approval of an application to rezone a single parcel containing approximately 11.54 acres and being located at or near 3804 Sunrise Boulevard in Fort Pierce, from Single Family Low Density (R-1) zoning to Planned Development (PD) together with a Planned Development Final Site Plan for fifty (50) single-family residences. The application is submitted by applicant Blaine Bergstresser, KMA Engineering & Surveying, on behalf of owner DT VENTURES 1 LLC. More specifically at Parcel ID#: 2433-123-0001-000-1 - FIRST READING.

SUMMARY:

PD2024-00002 - Parcel ID: 2433-123-0001-000-1.
This application is proposing a rezoning to a Final Planned Development (PD) of fifty (50) single-family residences on 11.54 acres (4.41 units per acre), at 3804 Sunrise Boulevard. The property is zoned R-1 with a future land use of RL. The site was recently annexed into the City of Ft. Pierce and has an City Zoning of R-1 and an existing City Future Land Use of Low Density Residential. The site is bordered by St. Lucie County single-family RS-3 zoning on the south and west. To the north is a cemetery and to the east is a Florida Department of Transportation building, both with industrial zoning.
The City's R-1 zoning is primarily intended to provide for areas of single-family dwellings with an average net density of less than four units per acre for conventional developments. The proposed Planned Development Zoning has a density of 4.41 dwelling units per acre. The Low Density Future Land Use allows a density of up to 6.5 dwelling units per acre.
The proposed Planned Development zoning incorporates several public benefits, including; The construction of 1,230 ft of sewer forcemain along Sunrise Boulevard. Improvement and maintenance of an existing drainage ditch and record a 20 ft easement. Sheltered school bus stop Sidewalk along Sunset Boulevard. In addition, a number of resident amenities are included within the site plan.
Regulations for the R-1 district are designed to promote sound neighborhoods and accommodate compatible nonresidential uses.

RECOMMENDATION:

Staff recommend the City Commission APPROVE the application of the Sunrise Lakes Final Planned Development, subject to the following 10 conditions:

Conditions:

1. All infrastructure, including the private lift station, school district bus stop, and stormwater system, shall be completed prior to the issuance of first certificate of occupancy for a residential building.

2. A plat of the property shall be required prior to application for a building permit for a residential building.
3. The minimum Open Space shall be maintained at a minimum of 23% of the Final PD site area.
4. The development shall comply with the permitted density, intensity and residential lot and building heights as outlined within the approved Sunrise Lakes Development Agreement and Final PD site plan.
5. A detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.
6. The Final PD Plan shall be governed by all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This shall include the binding of successors in title to any commitments concerning completion of the project and its maintenance and operation.
7. A tree mitigation calculation shall be approved prior to issuance of a site clearing or vegetation removal permit.
8. A landscape maintenance agreement shall be required prior to the first certificate of occupation of a dwelling unit.
9. A revised final site plan, architectural elevations and landscaping plan shall be submitted for the proposed amenity center.
10. All applicable state or federal permits shall be obtained before commencement of the development.

ALTERNATIVES:

Approval with alternative/additional conditions
or
Disapproval

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

Technical Review Committee
City Attorney's Office

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

N/A

Attachments

Staff Report
Ordinance
Draft Development Agreement
Landscape Plan
Engineering Plans

Site Plan
Tree Disposition Plan
Landscape Renderings
Project Narrative
PD Benefits Statement
Traffic Impact Approval
Sewer Availability
Stormwater Maintenance
Concurrency Analysis
Property Card
Deed
Lighting Plan
Survey - TOPO
Water Availability
Environmental Assessment
Legal Description
Floor Plan
Applicant Response
Engineering Approval
CA Memo
Public Notice Certification
Proof of Publication
Public Submission Ronna Perry

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	07/11/2025 01:34 PM

Form Started By: Kev Freeman
Started On: 07/03/2025 11:36 AM
Final Approval Date: 08/29/2025

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

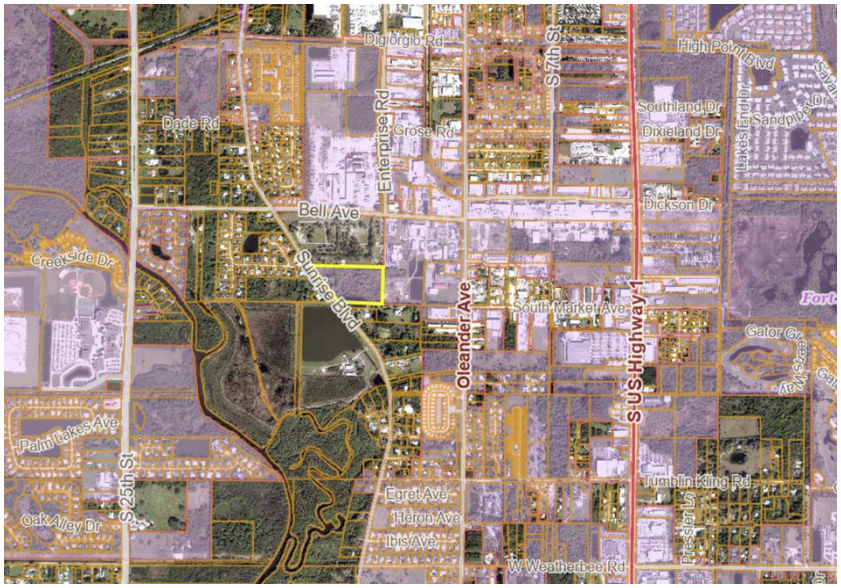
TO:	Richard Chess, City Manager City Commission
FROM:	Kev Freeman, Planning Director
RE:	**PD2024-00002 Sunrise Lakes (3804 Sunrise Blvd)** **PD Final Site Plan**
COMMISSION DATE:	July 9, 2025

STAFF REPORT

Agent (on behalf of the Owner): Blaine Bergstresser, KMA Engineering & Surveying

Owner: **DT VENTURES 1 LLC**

Summary: This application is proposing a rezoning to a Final Planned Development (PD) of fifty (50) single-family residences on 11.54 acres (4.41 units per acre), at 3804 Sunrise Boulevard. The property is zoned R-3 with a future land use of RM. The site was recently annexed into the City of Ft. Pierce. The site is bordered by single-family RS-3 zoning on the south and west. To the north is a cemetery and the east is a Florida Department of Transportation building, both with industrial zoning.



Location(s): 3804 Sunrise Boulevard.

Parcel ID (s): 2433-123-0001-000-1

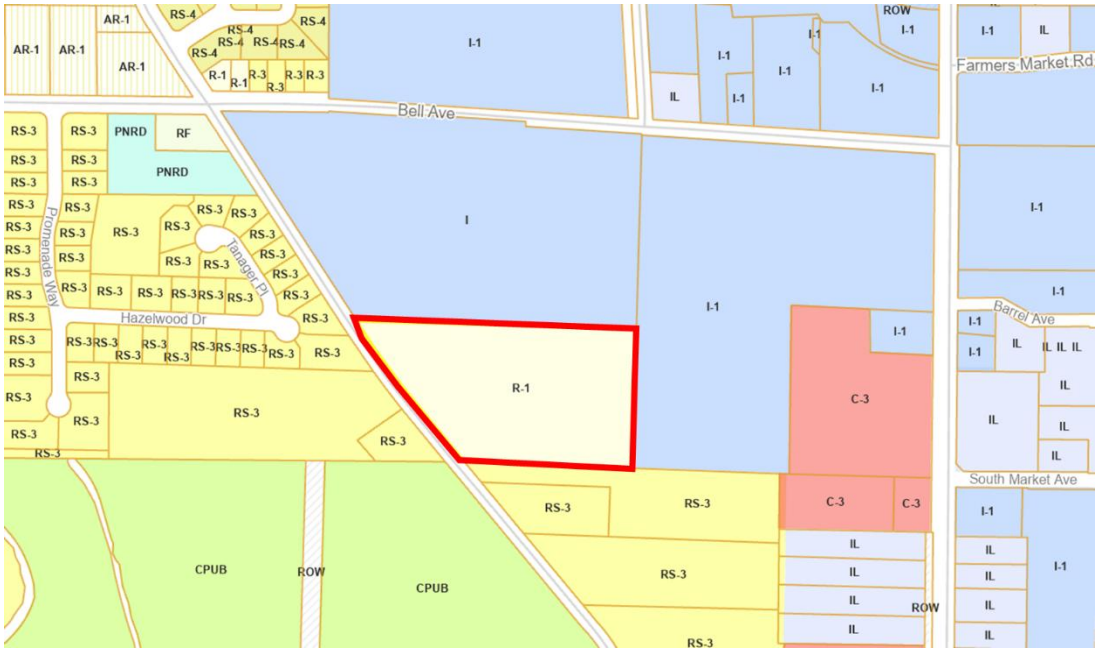
Surrounding FLU and Zoning:

Current Zoning	R-3
Proposed Zoning	PD (Final Site Plan)
Current FLU	RM
Proposed FLU	NO CHANGE
Zoning North	I (COUNTY)
Zoning South	RS-3 (COUNTY)
Zoning East	I-1 (CITY)
Zoning West	RS-3 (COUNTY)
FLU North	P/F (COUNTY)
FLU South	RU (COUNTY)
FLU East	I (CITY)
FLU West	RU (COUNTY).

Request

In accordance with Article V Sections 125-212, and 125-314 of the City Code, the applicant is requesting approval of a zoning change to a Planned Development (PD) Zoning District with approval of a Final PD Site Plan.

Zoning



Existing: Sec. 125-193. - R-3 Residential single-family

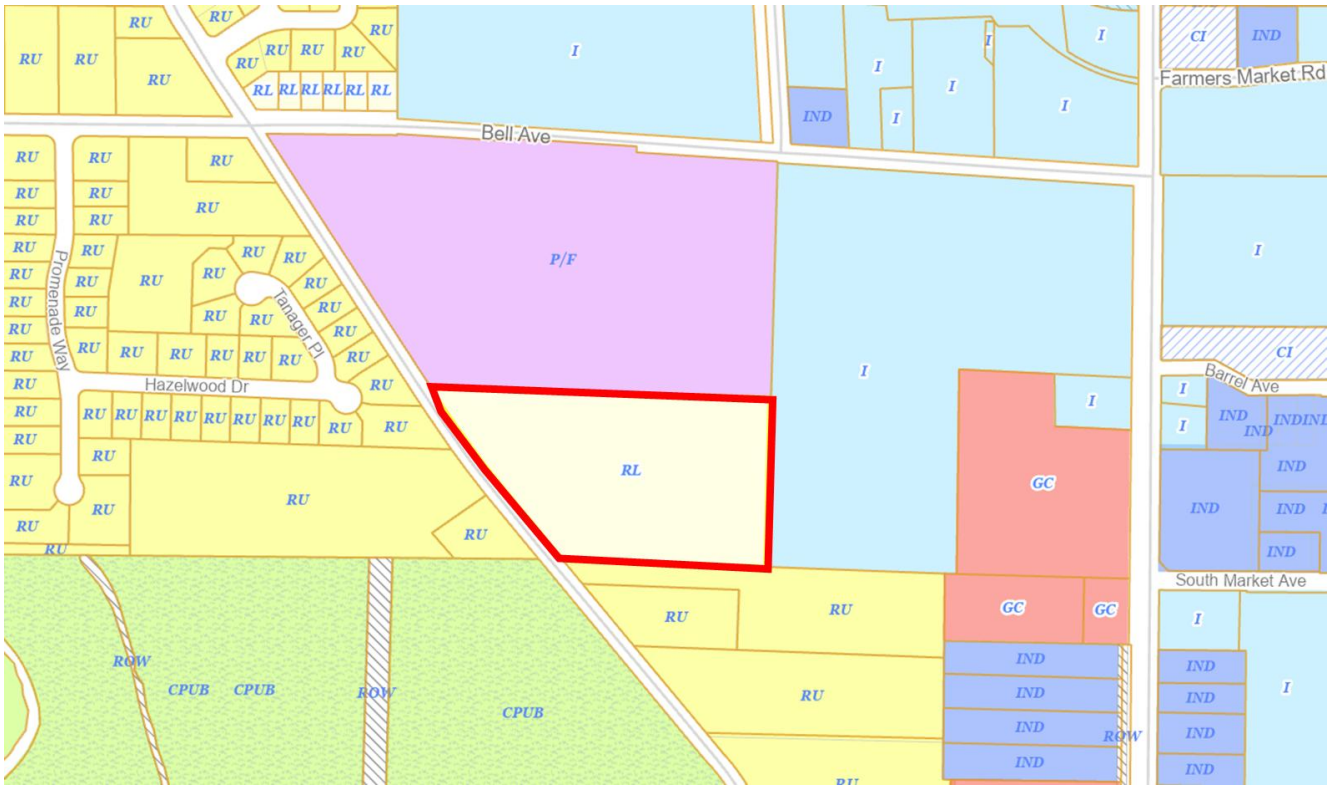
Purpose. The major purpose of this zoning district is to provide for residential areas with an average net density in conventional developments of approximately six units per acre. Innovative residential developments, however, may have higher net densities not exceeding eight units per acre. Duplexes and certain non-residential uses are allowed when appropriate conditions and safeguards indicated in this section are fulfilled. This classification can be effectively applied to areas serving as a transition between lower density single-family zones and residential districts with medium or high densities. Public water and sewer service should be available.

Proposed: Sec. 125-212. - Planned Development Zone (PD).

Purpose. The Planned Development (PD) Zone District is to provide a process for the evaluation of developments which are not otherwise permitted in the zoning districts established by this chapter. The PD District is a voluntary process commenced by an applicant for such zoning designation. The intent is to establish a resilient living and working environment through the application of enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. A PD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economic development, and the protection of adjacent existing and

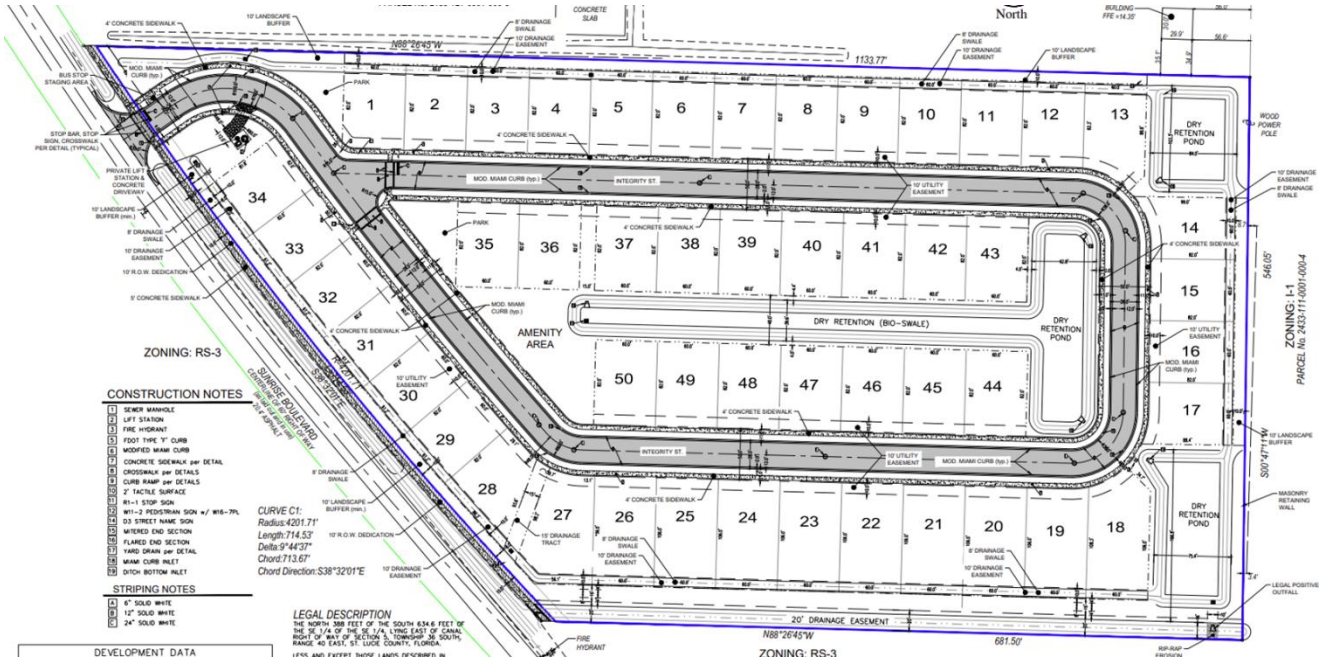
future development. Therefore, the PD alternative may allow uses and design concepts which are not specifically allowed in standard zoning districts. To the extent that any provisions of this section conflict with any other provisions of this Code, the provisions of this section shall prevail.

Future Land Use



<u>Medium Density Residential (RL) – No Change</u>

Medium Density Residential (RM): The Medium Density Residential (RM) designation is intended for parcels that are best suited for multifamily residential uses ranging in density from six and one-half to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings including duplexes, condominiums and townhomes. Limited commercial uses intended to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed.



Design Review

The proposed dwelling units have clean architectural elements, which incorporate vertical and horizonal design articulation and relief. Single-Family units are not subject to design review outside of the FPRA.

Parking

The Final Site Plan provides the required number of parking stalls.

Utilities

FPUA

Traffic Impact Statement

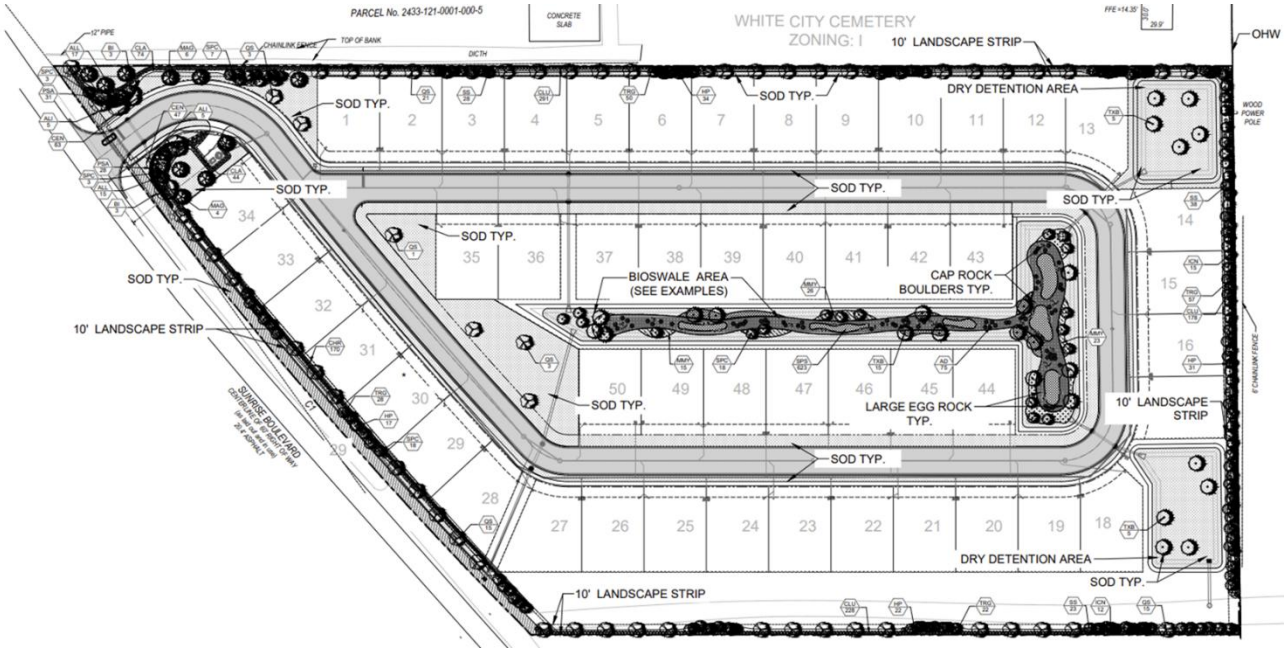
The traffic analysis is accepted and approved.

Environmental

An apparent high-water table and dense vegetative cover provides poor quality gopher tortoise habitat throughout the majority of the subject property. Ponding, saturated soils, and organic soils were observed throughout the property. Optimal forage species (i.e., asgrasses and forbes) were generally absent due to the dense canopy and shrub, and cover. Additionally, approximately 50 percent of the soil types on the property are classified as “unsuitable” while the other 50 percent are listed as “less suited”.

Landscaping

The development shall comply with the city's landscaping requirements, full tree mitigation analysis shall be required at building permit.



PROVIDED TREES

NORTH PERIMETER LANDSCAPE STRIP
57 TREES

SOUTH PERIMETER LANDSCAPE STRIP
35 TREES

EAST PERIMETER LANDSCAPE STRIP
28 TREES

WEST PERIMETER LANDSCAPE STRIP
24 TREES

INTERIOR VEHICULAR USE AREAS = 53,640 S.F.
36 TREES

TOTAL TREES PROVIDED: 180 TREES

PROVIDED SHRUBS

NORTH PERIMETER LANDSCAPE STRIP
421 SHRUBS

SOUTH PERIMETER LANDSCAPE STRIP
228 SHRUBS

EAST PERIMETER LANDSCAPE STRIP
183 SHRUBS

WEST PERIMETER LANDSCAPE STRIP
289 SHRUBS

TOTAL SHRUBS PROVIDED: 1,121 SHRUBS

Stormwater Drainage

The proposed Surface-Water Management System (SMS) for the project includes a series of interconnected dry retention ponds capable of providing the necessary water quality treatment and

nutrient abatement as required by the state and the district. These will also provide the necessary attenuation required to comply with NSLRWCD's outfall limitations. Outfall shall be controlled by a single drop structure with discharge to the existing ditch along the south of the property, where it will be conveyed to the county right-of-way, and into the Platts's Creek Conservatory. Additional work outside the immediate parcel boundary may include improvements to the Sunrise Boulevard right-of-way, as determined.

The site is currently undeveloped; the majority of the site is native forest, consistent with the FLUCCS "Mixed Upland Forest" designation. No wetland areas have been observed on the parcel. According the USGS, the parcel is comprised of 40% "Susanna" sands, 20% "WInder loamy" sands, 20% "Ankona" sands, and 20% others; this mixture of group A/D, B/D, and C/D soils averages to B/D hydrologic group soil. Existing elevations ranging from about 14 NAVD along the north property line to 9.0 NAVD along the south; the existing grades appear to direct stormwater runoff from the north to the south. The southern portion of the property consists of a drainage easement with an east-west ditch that collects runoff. Ultimately, runoff resolves itself to the county right-of-way, where it crosses Sunrise Blvd. and enters the county stormwater management and preservation area know as Platt's Creek.

Platt's Creek has a direct connection to the North St Lucie River and the NSLRWCD. The property is bordered on the south by private residences, on the east by an FDOT storage yard (and cell tower), on the west by Sunrise Boulevard, and to the north by the White City Cemetery. Stormwater runoff from offsite is controlled from entering the subject parcel. The parcel is is a FEMA "X" Flood Zone.

The SMS has been designed such that the peak stage for the 10-year/24-hour event shall not cause flooding within the proposed vehicular use areas, that the peak stage for the 25-year/3-day event shall not exceed the perimeter berm for the project, and the 100-year/3-day event with Zero discharge shall not stage above the proposed Finish Floor Elevation (14.00 NAVD).

Technical Review Committee

Affected departments have reviewed the proposed site plan application with regard to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided with the staff’s supporting documents.

Recommended Conditions of Approval

1. All infrastructure, including the private lift station, school district bus stop, and stormwater system,

shall be completed prior to the issuance of first certificate of occupancy for a residential building

2. A plat of the property shall be required prior to application for a building permit for a residential building.
3. The minimum Open Space shall be maintained at a minimum of 23% of the Final PD site area.
4. The development shall comply with the permitted density, intensity and residential lot and building heights as outlined within the approved Sunrise Lakes Development Agreement and Final PD site plan.
5. A detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.
6. The Final PD Plan shall be governed by all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This shall include the binding of successors intitle to any commitments concerning completion of the project and its maintenance and operation.
7. A tree mitigation calculation shall be submitted and approved prior to issuance of a site clearing or vegetation removal permit.
8. A landscape maintenance agreement shall be required prior to final certificate of occupation.
9. A revised final site plan, architectural elevations and landscaping plan shall be submitted for the proposed amenity center.
10. All applicable state or federal permits shall be obtained before commencement of the development.

Staff Recommendation*:*

The proposed application meets the standards of the City's Code Section 125-212, and 125-314.

Therefore, Staff recommends that the City Commission **APPROVE** the site plan subject to the Fourteen (10) Conditions as noted.

Alternative Recommendations:

APPROVE – with Amended/Additional Conditions

OR

DISAPPROVE/DENY

ORDINANCE NO. 25-020

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE CITY'S ZONING ATLAS FOR ONE(1) PARCEL CONTAINING APPROXIMATELY 11.54 ACRES, MORE OR LESS, AND BEING LOCATED AT OR NEAR 3804 SUNRISE BOULEVARD IN FORT PIERCE, FLORIDA FROM (R-3) SINGLE FAMILY MODERATE DENSITY ZONE TO PLANNED DEVELOPMENT (PD)**; ESTABLISHING THE SUNRISE LAKES PLANNED DEVELOPMENT ZONE WITH A FINAL DEVELOPMENT SITE PLAN AND CONDITIONS OF DEVELOPMENT**;** APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject proposal incorporates one (1) parcel generally located at or near, 3804 Sunrise Boulevard within the City of Fort Pierce, Florida, containing approximately 11.54 acres of land; and

WHEREAS, a map depicting the subject property is attached hereto as Exhibit "A"; and

WHEREAS, the subject property, is presently designated as (R-3) Single family moderate density zone with a Future Land Use of Medium Density Residential (RM), and

WHEREAS, the Applicant, has applied for rezoning of the subject property from (R-3) Single family moderate density zone to PD, Planned Development Zone, and

WHEREAS, the proposed zoning atlas map amendment (rezoning) is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs; and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 125-136; and

WHEREAS, pursuant to City Code 125-212, PD zoning is permitted in the City subject to a Planned Development Zoning Agreement; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 12, 2025, meeting, voted 5 to 0 to recommend approval of the proposed request for these parcels; and

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

SECTION 1. The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. From and after the effective date hereof, the following property legally described respectively as:

33 35 40 S 546 FT OF NW 1/4 OF NE 1/4 LYG E OF SUNRISE BV (11.34 AC)

Parcel ID: 2433-123-0001-000-1

Said property being generally located at or near at or near 3804 Sunrise BLVD, Fort Pierce, Florida shall be rezoned, and the Zoning Designation is hereby amended from (R-3) Single family moderate density zone to Planned Development, PD, as depicted at **Exhibit "A"** and the Sketch & Legal Description at **Exhibit "B".**

SECTION 3. The Final PD site plan at **Exhibit "C"**, the Conditions of Development (PD Zoning) at **Exhibit "D"**, and the Planned Development Zoning Agreement at **Exhibit "E"**, are all attached hereto and incorporated herein, are approved.

SECTION 4. This Ordinance does not create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

SECTION 5. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 7. This Ordinance shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.25-020 was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on July 6, 2025; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on _____, 2025; and was duly introduced, read by title only, and passed on second and final reading _____, 2025, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this ____th day of ____ 2025.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox
City Clerk

(City Seal)

EXHIBIT A

Parcel subject of Rezoning Map Amendment

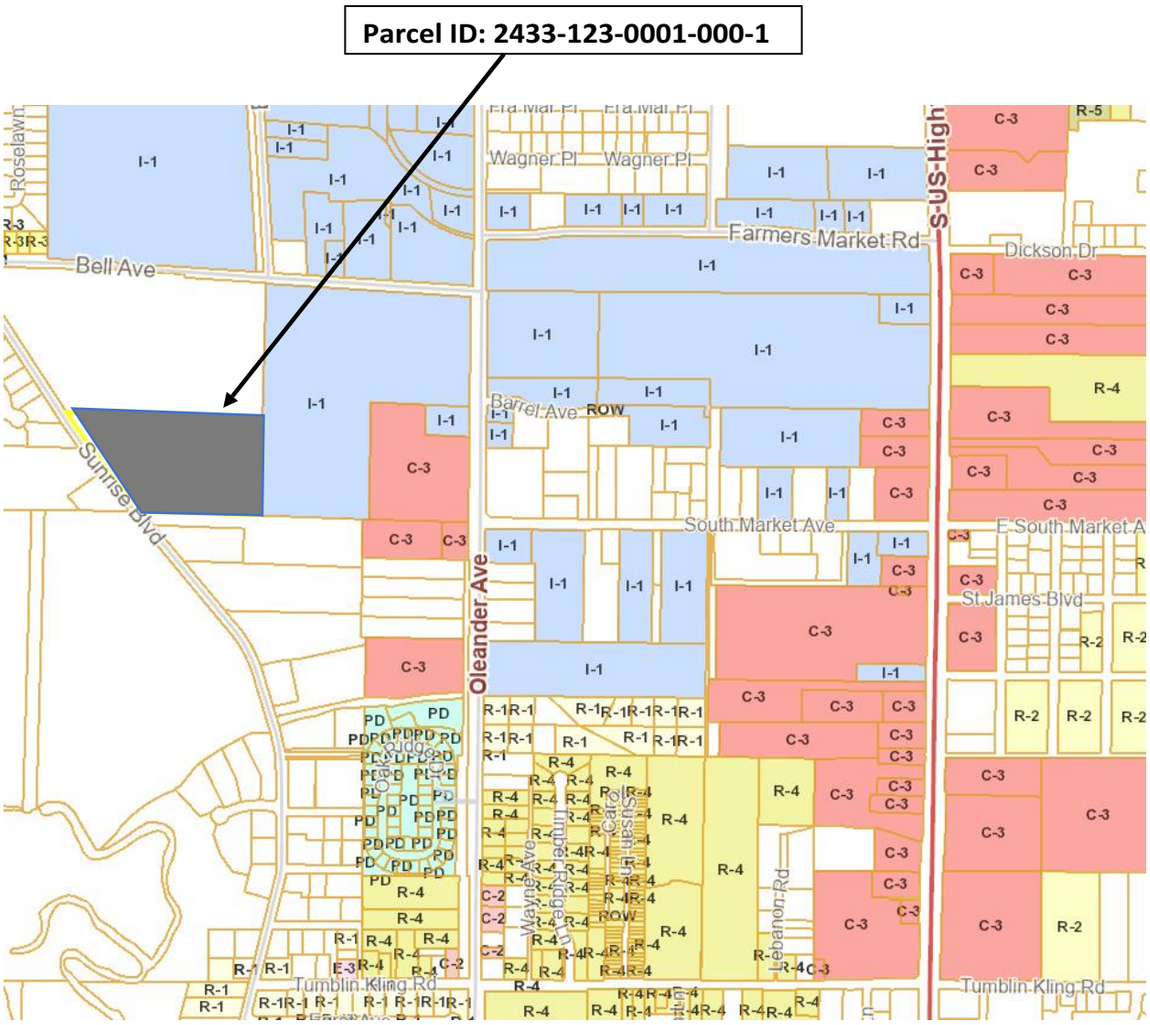
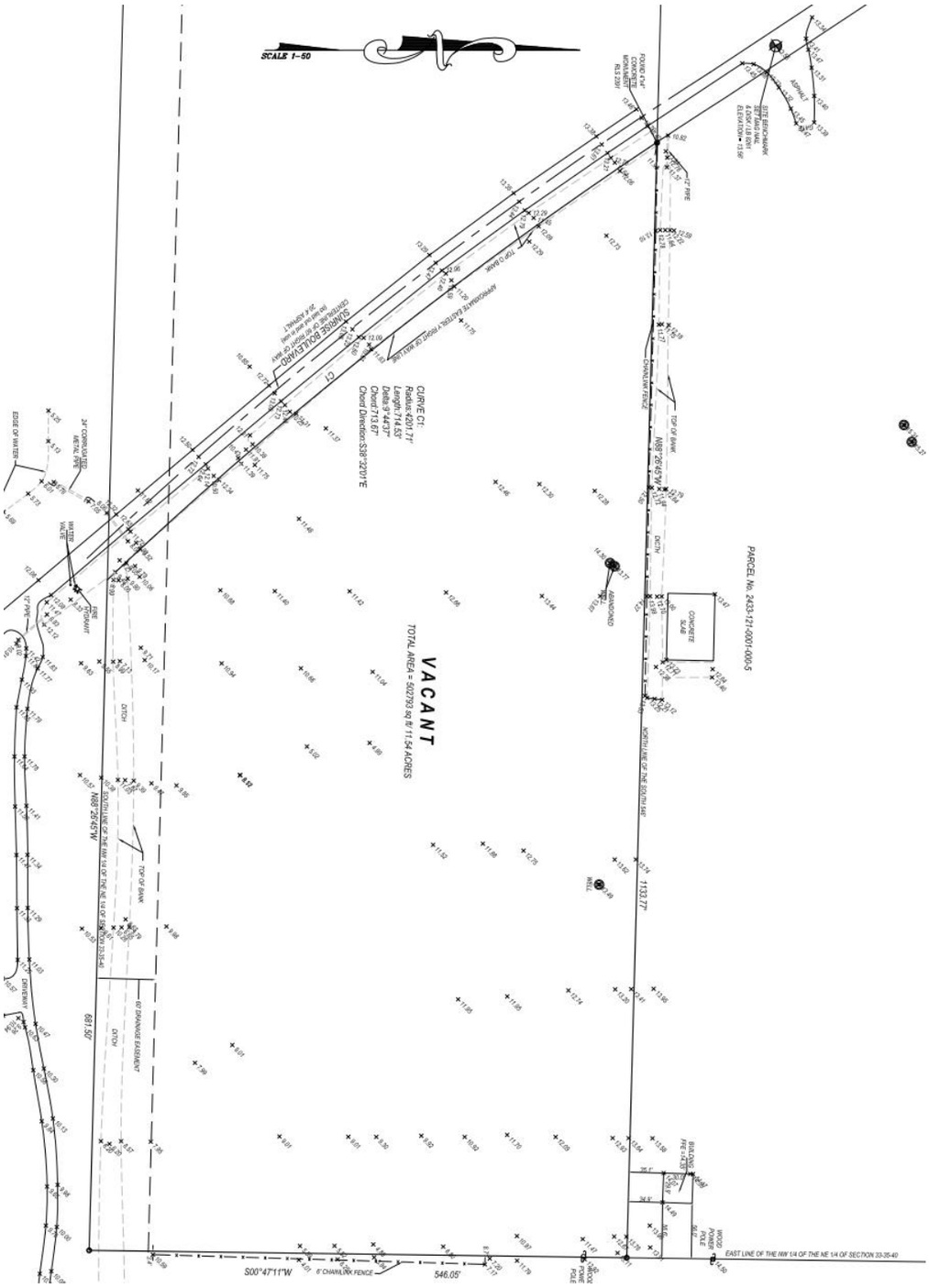


EXHIBIT B

Sketch & Legal Description



33 35 40 S 546 FT OF NW 1/4 OF NE 1/4 LYG E OF SUNRISE BV (11.34 AC)

EXHIBIT C

Final PD Site Plan

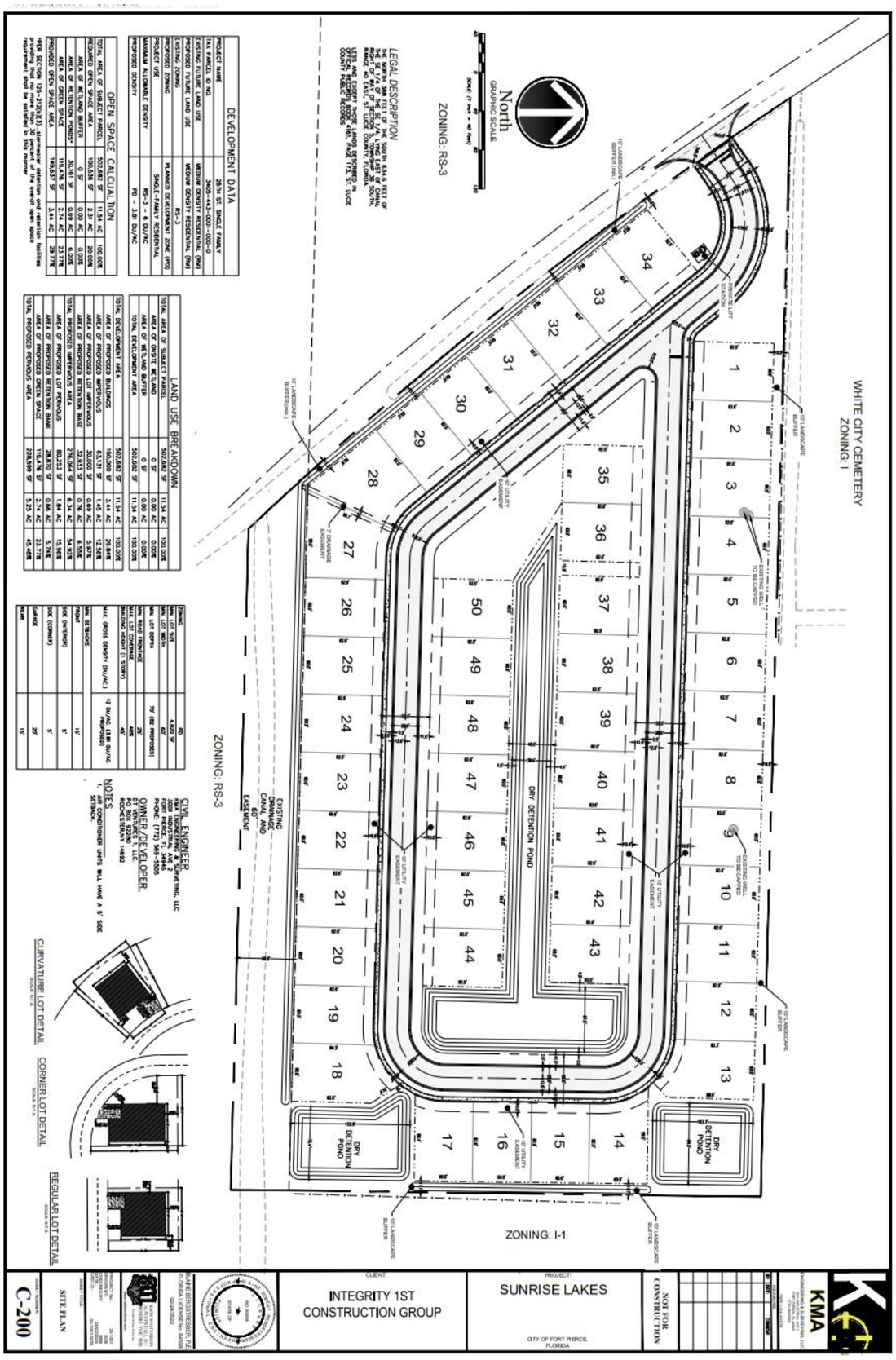


EXHIBIT D

Conditions of Development (PD Zoning)

1. All infrastructure, including the private lift station, school district bus stop, and stormwater system, shall be completed prior to the issuance of first certificate of occupancy for a residential building.

2. A plat of the property shall be required prior to application for a building permit for a residential building.

3. The minimum Open Space shall be 23% of the Final PD site area.

4. The development shall comply with the permitted density, intensity and residential lot and building heights as outlined within the approved Sunrise Lakes Development Agreement and Final PD site plan.

5. The Final PD Plan shall be governed by all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This shall include the binding of successors in title to any commitments concerning completion of the project and its maintenance and operation.

6. A detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.

7. A tree mitigation calculation shall be submitted and approved prior to issuance of a site clearing or vegetation removal permit.

8. A landscape maintenance agreement shall be required prior to final certificate of occupation.

9. A revised final site plan, architectural elevations and landscaping plan shall be submitted for the proposed amenity center.

10. All applicable state or federal permits shall be obtained before commencement of the development.

NOTE:
Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

EXHIBIT E

PD Development Agreement

TO BE INSERTED

Record and Return To:
This Instrument Prepared By:

Logan F. Wellmeier, Esq.
Dean, Mead, Minton & Moore
1903 S 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

[blank space above line reserved for recording data]

PLANNED DEVELOPMENT (PD) ZONING DEVELOPMENT AGREEMENT

THIS PLANNED DEVELOPMENT (PD) ZONING DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into this ___day of _____, 2025, (the "**Effective Date**") by and between DT VENTURES 1 LLC, a Florida limited liability company (the "**Owner**"), and the CITY OF FORT PIERCE, a political subdivision of the State of Florida (the "**City**").

WITNESSETH:

WHEREAS, Owner is the owner and developer of certain real property in the city limits of Fort Pierce, Florida, more particularly described in the legal description attached hereto and incorporated herein as **Exhibit "1"** (the "**Subject Property"**); and

WHEREAS, Owner intends to develop a Planned Development ("**PD**") to be known as "Sunrise Lakes" consisting of 11.54 acres with 50 single family dwelling units ("**DU**s") (the "**Development**"); and

WHEREAS, pursuant to City Code Section 125-212, a PD is permitted in the City subject to a PD Zoning Development Agreement negotiated between Owner and City in order to introduce flexibility into the development regulations in a manner that is mutually beneficial to the City and for the Development, and to encourage enlightened and imaginative approaches to community planning; and

WHEREAS, the Development proposed is consistent with the City's comprehensive plan and land development regulations; and

WHEREAS, the City Commission of the City of Fort Pierce ("Commission") adopted Ordinance No 25-_____ ("PD Ordinance") which approved the amended PD zoning for the Subject Property in which the provisions and obligations in this Agreement are made conditions of development as provided for in the PD Ordinance.

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

A. LEGAL DESCRIPTION. This Agreement shall apply to the Subject Property, as described in **Exhibit 1**.

B. UNIFIED CONTROL. Owner hereby warrants that it has, as a result of fee simple ownership, unified ownership of all the Subject Property as described in **Exhibit 1**.

C. TERM. The Term of this Agreement shall be six (6) years, during which all improvements contemplated herein must be completed. Unless otherwise agreed upon by the parties in writing, this Agreement shall not be renewed automatically for successive terms.

D. DEVELOPMENT TIMELINE. All Development shall be consistent with the timeline below:

1. Infrastructure construction shall begin no later than August 2027.
2. All infrastructure improvements shall be completed no later than August 2028.
3. Construction of the DUs shall begin no later than August 2029.
4. All Development and Improvements shall be completed no later than August 2031.

E. DEVELOPMENT APPROVALS. The Owner agrees that this PD will be undertaken and carried out in accordance with the following:

1. The Final Site Plan approved by the City, a copy of which is attached hereto as **Exhibit 2** and by reference made a part hereof (the "Final PD Plan").

2. The Owner must adhere to and abide by the conditions and requirements agreed to by the City and Owner as set forth in the Special Conditions of Development, which is attached hereto as **Exhibit 3**, and fully incorporated by reference.
3. Permits and authorizations granted in accordance with such laws, ordinances, and regulations as may be in effect at the time of such approval.

F. PHASING AND PHASING REQUIREMENTS. The Development shall be constructed in one Phase.

G. PERMITTED USES; DENSITIES; INTENSITIES; HEIGHT.

1. Owner shall be permitted to build 50 single family DUs on the Subject Property.
2. Development of the Subject Project shall conform to the following Residential Lot and Building Dimensions:
    i. Minimum Lot Size shall be 4,920 square feet.
    ii. Minimum Lot Width shall be 60 feet.
    iii. Minimum Lot Depth shall be 70 feet.
    iv. Minimum Front Yard Depth shall be 15 feet for the main structure and 20 feet for the garage.
    v. Minimum Side Yard Depth shall be 5 feet.
    vi. Minimum Rear Yard Depth shall be 15 feet.
    vii. Maximum Lot Coverage shall be 40%.
    viii. Minimum right-of-way width for the interior roadway shall be 50 feet.
3. The Maximum Building Height shall be 45 feet.
4. The Maximum Density shall be 4.33 units per acre.

H. PUBLIC HEALTH, SAFETY, AND WELFARE CONDITIONS.

1. Roadway Access. Owner shall construct the Subject Property with:
    i. One (1) ungated entrance in the northwest corner of the site providing ingress

from and egress to Sunrise Boulevard.

ii. One (1) looped road with an interior sidewalk connecting all DUs on the Subject Property.

2. Drainage. Stormwater drainage shall be conveyed through interconnected inlets and pipes to three (3) separate dry ponds. The dry ponds shall be planted with a variety of wax myrtles and sand cordgrass instead of typical Bahia sod, to add to the aesthetics of the Project as well as provide for nutrient removal from the stormwater.

3. Landscaping**.** Owner shall provide a 10-foot landscape buffer along the perimeter of the site, with a 10-foot landscape buffer along the southern property line along a 60-foot drainage easement.

4. Utilities**.** The Improvements to the Development shall contain a looped water main and a private lift station to serve the Development's wastewater needs. Dry utility lines and infrastructure shall be provided in the 10-foot utility easement shown on the front of each lot.

5. Public Transit**.** A bus stop shall be provided onsite, and a Potential Routed Bus Plan has been included in the civil drawings.

6. Open Space. An open space area between lot 35 and lot 50 shall be utilized for an amenity center. Future plans will be reviewed and approved by a revised final site plan and an amendment to this Agreement.

7. Traffic Contribution. If all Development is not completed within three (3) years of the Effective Date of this Agreement, no additional building permits will be issued for any residential units until an updated traffic impact analysis is submitted to and approved by the City showing that the non-permitted approved residential development will not cause a net-negative impact to the impacted roadway network. The City reserves the right to require additional transportation improvements or mitigation based upon this updated traffic impact analysis. An amendment to

this Agreement shall be required if any traffic improvements or mitigation are required based on the updated traffic impact analysis.

I. **PUBLIC FACILITIES.** Owner shall construct the following:

1. Connections to the Fort Pierce Water and Sewer Authority (FPUA) to provide water and sewer.
2. St. Lucie County Road Infrastructure- Any required improvements to Sunrise Boulevard (not anticipated at time of review).
3. The North St. Lucie River Water Control District (NSLRWCD) shall serve as the outfall infrastructure to the existing canal on south end of property.
4. Owner shall construct a covered school bus stop/shelter to be utilized by White City Elementary School, Forest Grove Middle School, and Fort Pierce Central High School.

J. PUBLIC PURPOSE RESERVATIONS OR DEDICATIONS. The south property line contains a 60-foot drainage easement, which shall continue to serve its public drainage related function through construction and after the development of the Subject Property.

K. DEVELOPMENT PERMITS

1. All required development permits and approvals shall be obtained before commencing construction, which shall include, but are not limited to:
    i. City of Fort Pierce Development Permit Compliance Review Permit
    ii. South Florida Water Management District Environmental Resources Permit
    iii. North St. Lucie Water Control District Drainage Permit
    iv. St. Lucie County Right-of-Way Permit
    v. St. Lucie County Utility Connection Permit
    vi. Florida Department of Environmental Water Main Extension Permit
    vii. Florida Department of Environmental Wastewater Collection Permit

2. The failure of including a development permit or approval above does not alleviate Owner from obtaining any and all required development permits or approvals.

L. COMPREHENSIVE PLAN. The Development, as proposed, is consistent with the City's comprehensive plan and land development regulations.

M. FAILURE TO ADDRESS REQUIREMENTS. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with any law, ordinance, rule, regulation, or legal requirement governing said permitting requirements, conditions, term, or restriction.

N. COMPLIANCE/VESTED RIGHTS.

1. Owner shall be required to construct all proposed Improvements in accordance with applicable laws, ordinances, and regulations, the provisions and requirements of this Agreement, the PD Zoning Ordinance, approved final site plan(s), construction plans, landscape plans, preserve area management plans, and subdivision plats, hereinafter sometimes collectively referred to as development orders ("Development Orders.")
2. Owner, its grantees, successors, or assigns shall have no vested rights in any expired Development Orders for this Development.

O. DESTRUCTION. In the event that all or a portion of the proposed Improvements should be destroyed by a storm, fire, or other common disaster, Owner, its grantees, successors, or assigns shall have the right to rebuild and/or repair so long as there is strict compliance with the approved, final site plan(s), subdivision plat(s), and Development Orders.

P. CHANGES OR AMENDMENTS.

1. There shall at all times be strict adherence to the provisions of this Agreement and the approved Development Orders. Any change or amendment to this Agreement and/or approved

Development Orders shall only be made in accordance with the City's Code of Ordinances and pursuant to any public hearing process included therein, when applicable, and only in writing.

2. Notwithstanding Paragraph 1 above, Owner, its successors in interest, and the City may amend or terminate this Agreement without securing the consent of other property owners whose property is subject to this Agreement, unless such amendment or termination directly and materially modifies the allowable uses or entitlements of such owners' property.

Q. COMPLIANCE /REMEDIES.

1. Development of Sunrise Lakes and the proposed Improvements shall at all times be in compliance with this Agreement and any approved Development Orders. In the event that the Owner fails to comply with any provision or condition of this Agreement or a Development Order, the City shall have the right to cease the processing of any applications or permits for development, including the issuance of building permits or certificates of occupancy for the Subject Property. In the event the Owner fails to construct the Improvements consistent with this Agreement, the City can terminate this Agreement in its sole discretion. If the Agreement is terminated or expires, no building permits shall be issued for the PD consistent with the site plan approvals or this Agreement until such time as a new agreement or an amendment to this Agreement is executed by the Parties.
2. In the event that any person files a complaint with the City Manager alleging that a Development Order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application has occurred, the City Manager will review and respond to such complaint and take appropriate action as provided for in the City Code, this Agreement, and other applicable law.

3. The above provisions shall not be interpreted to provide an exclusive remedy, and the City may pursue any appropriate remedy at law or equity in the event Owner or their successors in interest fail to abide by the provisions of this Agreement.

R. BREACH OF AGREEMENT.

1. Construction of the Development and any proposed improvements shall at all times be in compliance with this Agreement and any Development Orders. In the event that the Owner fails to comply with any provision or condition of this Agreement or an approved Development Order, the City shall have the right to cease the processing of any applications or permits for development, including the issuance of building permits or certificates of occupancy for the Subject Property, including any associated phases. In the event that the Owner fails to construct the improvements consistent with this Agreement, the City may, in its sole discretion, take any appropriate action it deems necessary and appropriate as provided for in the City Code, this Agreement, and other applicable law.
2. In the event that any person files a complaint with the City Manager alleging that this Agreement, an approved development permit, or a Development Order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application has occurred, the City Manager will review and respond to such complaint and take appropriate action as provided for in the City Code, this Agreement, and other applicable law.
3. The above provisions shall not be interpreted to provide an exclusive remedy, and the City may pursue any appropriate remedy at law or equity in the event Owner or his successors in interest fail to abide by the provisions of this Agreement.

S. JURISDICTION. This Agreement shall be governed by the laws of the State of Florida, and any and all legal actions instituted because of this Agreement shall be instituted in the City of Fort Pierce, County of St. Lucie, Florida.

T. WAIVER OF JURY TRIAL. **THE PARTIES HERETO AGREE WITHOUT RESERVATION OF ANY RIGHTS UNDER FEDERAL OR STATE LAW, THAT IN ANY LITIGATION ARISING UNDER THIS AGREEMENT. THE PARTIES HERETO WAIVE THE RIGHT TO TRIAL BEFORE A JURY AND ALL SUCH LITIGATION SHALL BE LITIGATED ONLY IN A NON-JURY HEARING IN THE STATE COURTS OF FLORIDA, ST. LUCIE COUNTY.**

U. HOLD HARMLESS. The City shall be held harmless by Owner from any and all liability stemming from any disputes between Owner, its grantees, successors, assigns, predecessors in title or other property owners regarding any Development undertaken by Owner, its grantees, successors, or assigns as provided for in this Agreement.

V. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their grantees, successors in interest, heirs, assigns, and personal representatives. This Agreement may only be assigned by Owner after notice to the City. The obligations of this Agreement are a covenant running with the land and run with the Subject Property.

W. NOTICE. Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice, the addressees are as follows:

OWNER: DT VENTURES 1 LLC

CITY: City Manager City of Ft. Pierce 100 N US Hwy 1
Fort Pierce, FL 34950

With required copy to:
City Attorney City of Ft. Pierce 100 N US Hwy 1
Fort Pierce, FL 34950

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the date upon which the return receipt is signed, or delivery is refused. Either party may change its address for the purpose of this Section by written notice to the other party given in accordance with the provisions of this Section.

X. ENTIRE AGREEMENT. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

Y. RECORDING. The City shall record this Agreement in the public records with the clerk of court in St. Lucie County within 14 days of the effective date of this Agreement. Failure of the City to record this Agreement shall not void this Agreement or be deemed a default.

Z. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those

as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

AA. WAIVER. No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Failure to include any specific Development Permit, Development Order, or other legal requirement for the construction of the Development shall not be deemed any kind of variance, waiver, or other relief from the requirements in the City Code of Ordinances.

BB. RIGHTS OF ASSIGNMENT. All rights of the Owner hereunder may be collaterally assigned to any lender for the Owner as security for any loan or construction loan, and in the event of a foreclosure or deed-in-lieu of foreclosure, the lender and/or grantee of any deed-in-lieu of foreclosure, and their respective successors and assigns, shall be bound by this Agreement and entitled to enforce the rights of the Owner hereunder.

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

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and entered into the day and year first written. The date of this Agreement shall be the date on which this Agreement was approved by the City Commission of Fort Pierce.

WITNESSES:

OWNER:
DT VENTURES 1 LLC, a Florida limited liability company

_____
Print Name: _____
Address: _____
_____

By:_____

Name:_____

Its:_____

_____
Print Name: _____
Address: _____
_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ___ day of _____, 2025, by _____, as _____ of DT Ventures, 1 LLC, on behalf of said company. Said person is (check one) □ personally known to me, □ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or □ produced other identification, to wit:_____.

_____
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

CITY OF FORT PIERCE:

ATTEST:

_____

Linda Hudson, Mayor

_____

Linda Cox, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara Hedges, City Attorney

EXHIBIT 1
LEGAL DESCRIPTION OF THE PROPERTY

The South 546 feet of the Northwest 1/4 of the Northeast 1/4, lying East of the White City Road (Sunrise Boulevard), in Section 33, Township 35 South, Range 40 East, said land lying and being in Saint Lucie County, Florida.

a/k/a 3804 Sunrise Boulevard, Fort Pierce, FL 34982 *(for informational purposes only)*

EXHIBIT 2
FINAL PD SITE PLAN

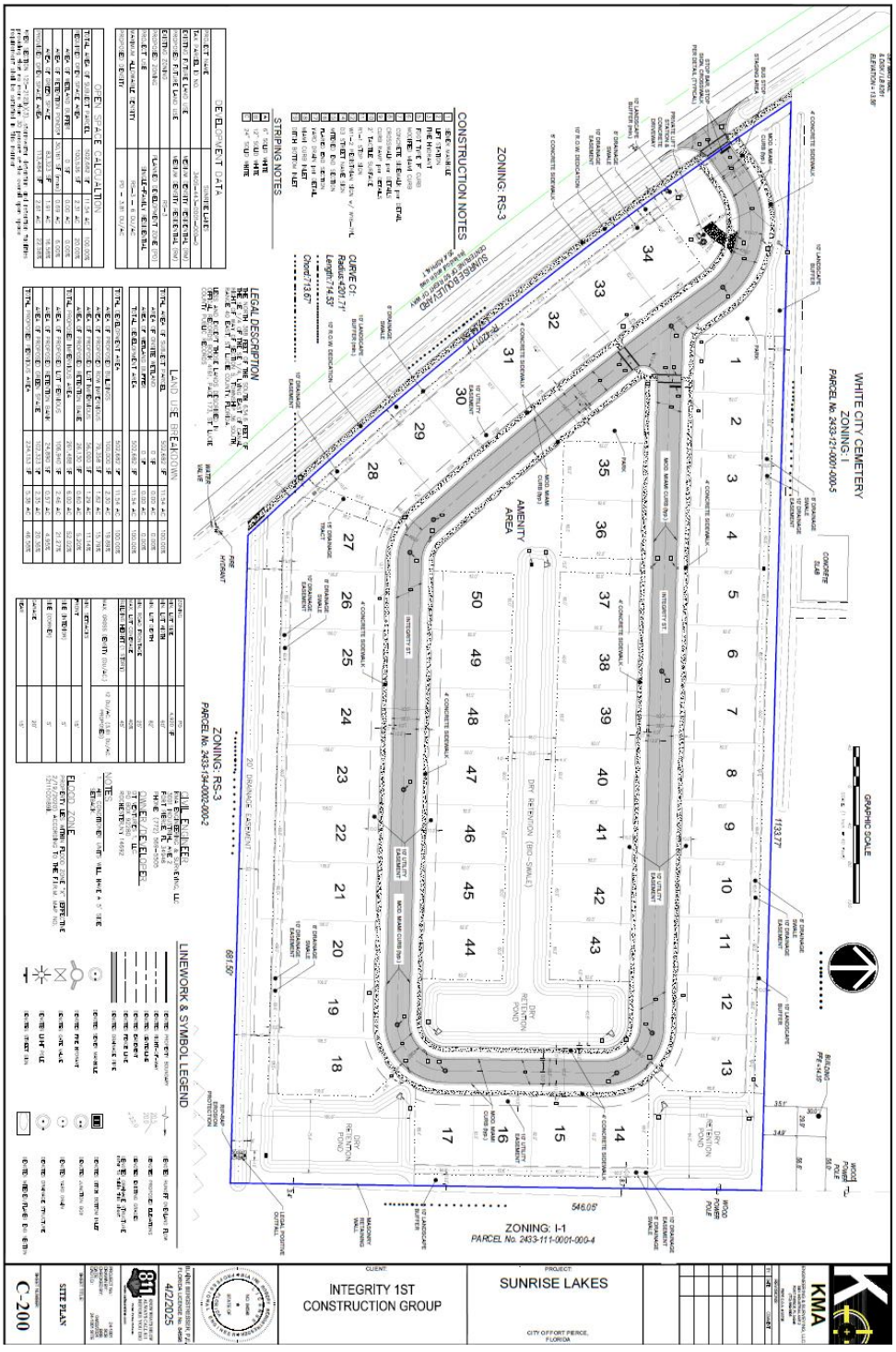


EXHIBIT 3
SPECIAL CONDITIONS OF DEVELOPMENT

1. All infrastructure, including the private lift station, school district bus stop, and stormwater system, shall be completed prior to the issuance of first certificate of occupancy for a residential building.

2. A plat of the property shall be required prior to application for a building permit for a residential building.

3. The minimum Open Space shall be maintained at a minimum of 23% of the Final PD site area.

4. The development shall comply with the permitted density, intensity and residential lot and building heights as outlined within the approved Sunrise Lakes Development Agreement and Final PD site plan.

5. A detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.

6. The Final PD Plan shall be governed by all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This shall include the binding of successors in title to any commitments concerning completion of the project and its maintenance and operation.

7. A tree mitigation calculation shall be submitted and approved prior to issuance of a site clearing or vegetation removal permit.

8. A landscape maintenance agreement shall be required prior to final certificate of occupation.

9. A revised final site plan, architectural elevations and landscaping plan shall be submitted for the proposed amenity center.

10. All applicable state or federal permits shall be obtained before commencement of the development.

NOTE:
Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

TREE REQUIREMENTS

NORTH PERIMETER LANDSCAPE STRIP ABUTTING OTHER PROPERTIES= 1,134 LF x 10' WIDE
11,340 SF / 6,000 SF = 1.89 TREES

SOUTH PERIMETER LANDSCAPE STRIP ABUTTING OTHER PROPERTIES= 882 LF x 10' WIDE
8,820 SF / 6,000 SF = 1.47 TREES

EAST PERIMETER LANDSCAPE STRIP ABUTTING OTHER PROPERTIES= 542 LF x 10' WIDE
5,420 SF / 6,000 SF = 0.90 TREES

WEST PERIMETER LANDSCAPE STRIP ABUTTING ROW = 715 LF x 10' WIDE
7,150 SQ. FT. / 6,000 SF = 1.19 TREES

INTERIOR VEHICULAR USE AREAS = 53,845 SQ.
53,845 SF = 1,076 SQ. FEET OF PLANTING AREA / 100 = 36
36 INTERIOR VUA TREES

TOTAL TREES REQUIRED: 180 TREES**

SEE SHEET LA-4 FOR LOT TREE REQUIREMENTS

SHRUB REQUIREMENTS

NORTH PERIMETER LANDSCAPE STRIP ABUTTING OTHER PROPERTIES= 1,134 LF
CONTINUOUS HEDGE @ 36" OC = 378 SHRUBS

SOUTH PERIMETER LANDSCAPE STRIP ABUTTING OTHER PROPERTIES= 882 LF
CONTINUOUS HEDGE @ 36" OC = 228 SHRUBS

EAST PERIMETER LANDSCAPE STRIP ABUTTING OTHER PROPERTIES= 542 LF
CONTINUOUS HEDGE @ 36" OC = 180 SHRUBS

WEST PERIMETER LANDSCAPE STRIP ABUTTING ROW = 715 LF
CONTINUOUS HEDGE @ 36" OC = 238 SHRUBS

TOTAL SHRUBS REQUIRED: 1,028 SHRUBS

PROVIDED TREES

NORTH PERIMETER LANDSCAPE STRIP
56 TREES

SOUTH PERIMETER LANDSCAPE STRIP
38 TREES

EAST PERIMETER LANDSCAPE STRIP
28 TREES

WEST PERIMETER LANDSCAPE STRIP
24 TREES

INTERIOR VEHICULAR USE AREAS = 53,845 SQ.
36 TREES

TOTAL TREES PROVIDED: 180 TREES

PROVIDED SHRUBS

NORTH PERIMETER LANDSCAPE STRIP
421 SHRUBS

SOUTH PERIMETER LANDSCAPE STRIP
339 SHRUBS

EAST PERIMETER LANDSCAPE STRIP
180 SHRUBS

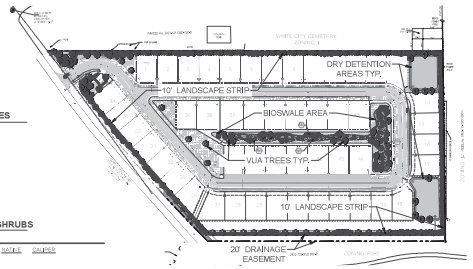
WEST PERIMETER LANDSCAPE STRIP
281 SHRUBS

TOTAL SHRUBS PROVIDED: 1,121 SHRUBS

PLANT SCHEDULE:

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
TREES										
	BTH	42	Ilex vomitoria	Dahoon Holly	45G	12' HT	4' MI	STD. 4 CT, SP	Native	3.5" DBH
	MAG	13	Magnolia grandiflora 'D.A. Hyde Hicks' TM	Hasbeen Magnolia	65G	12' HT	5'W	FTB, SP	Native	3.5" DBH
	QV	35	Quercus virginiana	Southern Live Oak	45G	12' HT	5'W	4 CT, SP	Native	3.5" DBH
	TAD	20	Taxodium distichum	Bald Cypress	45G	12' HT	5'W	4' CT, SP	Native	3.5" DBH
PALM TREES	*(40 TOTAL TREE CREDITS)									
	SA	6	Sabal palmetto 'Silver'	Silver Mexicano Palm	FG	9' GW, 12' CT		SP	Non-native	
	SP	89	Sabal palmetto	Sabal palm	FG	12'-18' CT		SLH, HC, SP	Native	
	SPC	49	Sabal palmetto	Sabal palm	FG	12'-18' CT		SLH, CU, SP	Native	
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
SHRUBS										
	ALL	** 20	Alcalypha wilkesiana 'Lousiana Red'	Lousiana Red Willow Copperleaf	7G	36" HT	24"	FULL	Non-native	
	AD	** 76	Aeschynthus radicans	Giant Leather Fern	7G	3' HT	3'W	F	Native	
	AS	*** 13	Agapanthus africanus	Lily of the Nile	7G	2' HT	2' W	F	Non-native	
	CSN	** 96	Cortaderia macroscepa 'Emerald Fountain'	Emerald Feather Dwarf Fountain	3G	18" HT	18"W	F	Non-native	
	CHR	170	Chrysobalanus icaco 'Red tip'	Red Tip Cocoplum	7G	36" HT	36"W	F	Yes	
	CLU	883	Clusia guttifera	Small Leaf Clusia	3G	24" HT	24"W	F	Non-native	
	CLA	121	Clusia guttifera	Male Leaf Clusia	7G	48" HT	36" W	F	Non-native	
	HP	152	Hamelia patens 'Compacta'	Dwarf Firebush	7G	36" HT	36" W	F	Yes	
	PEA	48	** Pennisetum setaceum	White Fountain Grass	3G	24" HT	18"W	F	Non-native	
	TRD	199	** Tripsacum dactyloides	Fakahatchee Grass	3G	36" HT	24"W	F	Native	
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
*** SWALES AREAS										
	MHY	80	Hamelia patens 'Glabra'	Native Dallas Firebush	3G	24"HT	18"W	F	Native	48" o.c.
** ORNAMENTAL										
	SPS	823	Spartina bakeri	Sand Cordgrass	1G	24"HT	12" W	F	Native	30" o.c.
*** GROUNDCOVER										
SOD	TRD	1900	Paspalum notatum	Bahia Grass	SOD					

*PALMS MAKE UP 25% OF TOTAL TREE CREDITS
**NOT INCLUDED IN PROVIDED SHRUB CREDITS AND MAY BE INSTALLED AT OWNERS DISCRETION
***MAY BE USED IN LIEU WITH FLORATAM SOD



*SEE SHEET LA-2 FOR DETAIL LANDSCAPE PLAN
**SEE SHEET LA-3 FOR TYPICAL INDIVIDUAL LOT LANDSCAPE PLAN

General Landscape Notes:

1. All plants shall conform to established nursery grades and standards, to be Florida No. 1 or better, and shall be free of disease and insects at the time of installation.
2. Trees shall be a minimum of twelve (12) feet in height and have a caliper of two and one-half (2 1/2) inches at four and one-half (4 1/2) feet above the ground unless noted otherwise.
3. All required trees, except palms, shall have a minimum of five (5) feet of clear trunk and a minimum five (5) foot canopy spread at the time of planting.
4. All palm trees shall have a minimum clear trunk of ten (10) feet when installed. Three palm trees are equal to one shade tree having a mature canopy spread of fifteen (15) feet.
5. Shrubs shall be a minimum of twenty-four (24) inches in height above grade immediately after planting.
6. Groundcovers, other than grass, shall be planted in a manner as to present a finished appearance and reasonably complete coverage within four (4) months after planting.
7. Turf grass shall be installed using solid sod and shall be either Bahia or St. Augustine sod.
8. All landscape areas other than sod will be provided a mulch cover of at least three (3) inches. Cypress mulch shall not be used.
9. All existing native vegetation found on the site and is not in direct conflict with the proposed buildings or parking areas shall be left undisturbed if feasible. A suitable protective barrier, constructed of metal, wood, safety fencing, or other durable material, will be placed around the staked out locations of existing native vegetation. Tree Disposition & Mitigation Plan to be provided by others.
10. No fill materials, construction materials, concrete, paint, chemicals, or other foreign materials shall be stored, deposited, or disposed of within any areas that have been staked or fenced off as being undisturbed native vegetation areas.
11. Existing understory shall be maintained in areas of undisturbed native vegetation.
12. All Category I exotic plant species will be eradicated from the site.
13. Construction, durable barricades will be erected around each individual tree or areas of vegetation that are to be preserved. In the event that any protective barricades are removed or altered and land clearing or construction work is being conducted on the site, all work at the site will be stopped until the barriers are restored and any necessary corrective actions taken to repair or replant any vegetation removed or damaged as a result of these encroachments.
14. Irrigation is conform to all local and State regulations with regard to water consumption.
15. All new landscaping shall be provided with 100% irrigation coverage through the establishment period, not less than 1-year.

Digitally signed by Paul A. Goulas
Date: 2025.05.08 10:48:04-04'00'

DRAWING INDEX:

LA-1 OVERALL PLAN, LANDSCAPE DATA, & PLANT SCHEDULE
LA-2 DETAIL LANDSCAPE PLAN
LA-3 TYPICAL LOT LANDSCAPE PLAN
LA-4 LANDSCAPE DETAILS & SPECIFICATIONS

Know what's Below. Call before you dig.

Known Owner
Landscape Architect
PAUL A. GOULAS, PLA
FLORIDA REG. # 6667
LANDSCAPE ARCHITECTURE
11411 Paul Goulas Court
Port St. Lucie, Florida 34987
772.882.4144 Phone/Fax
Paul Goulas - Owner
Florida Registered
Landscape Architect
Number 6667

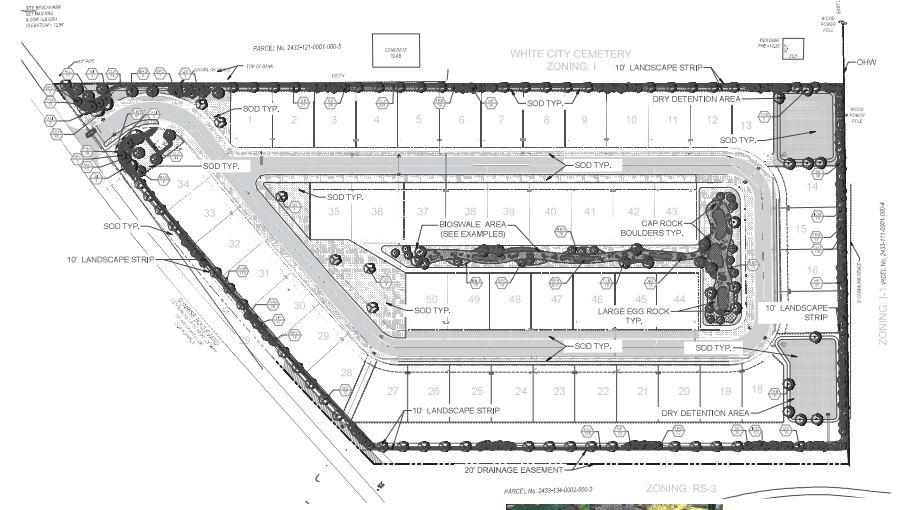
SUNRISE PROPERTY
3900 S. Dominica Blvd.
City of Fort Pierce, Florida
Landscape Plan

Date	No.	Description
5/5/25	1	Submittal
5/7/25	2	City Comments
5/9/25	3	Submittal

PAUL GOULAS, PLA
FLORIDA REG. # 6667
LANDSCAPE ARCHITECTURE

Project No. 25
Drawn By: PG
Checked By: PAUL GOULAS
Date: 5/9/25
Scale: 1" = 30'
30' 0' 30' 60'

LA-1



SABAL PALMS
CYPRESS TREES
SPARTINA GRASSES

CAP ROCK BOULDERS
LARGE EGG ROCK

BIOSWALE EXAMPLES

Known Owner
Landscape Architect
PAUL A. GOULAS, PLA
FLORIDA REG. # 6667
LANDSCAPE ARCHITECTURE
11411 Paul Goulas Court
Port St. Lucie, Florida 34987
772.882.4144 Phone/Fax
Paul Goulas - Owner
Florida Registered
Landscape Architect
Number 6667

SUNRISE PROPERTY
3900 S. Dominica Blvd.
City of Fort Pierce, Florida
Detail Landscape Plan

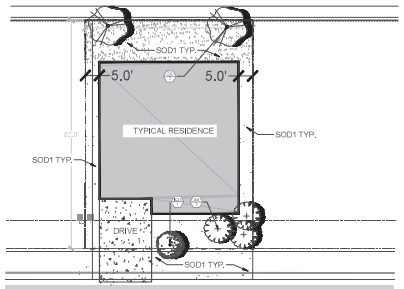
Date	No.	Description
5/5/25	1	Submittal
5/7/25	2	City Comments
5/9/25	3	Submittal

PAUL GOULAS, PLA
FLORIDA REG. # 6667
LANDSCAPE ARCHITECTURE

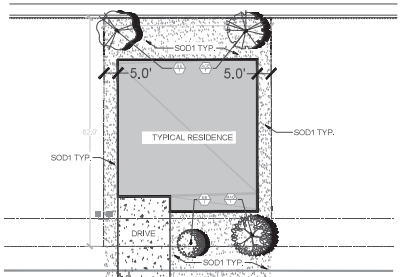
Project No. 25
Drawn By: PG
Checked By: PAUL GOULAS
Date: 5/9/25
Scale: 1" = 30'
30' 0' 30' 60'

LA-2

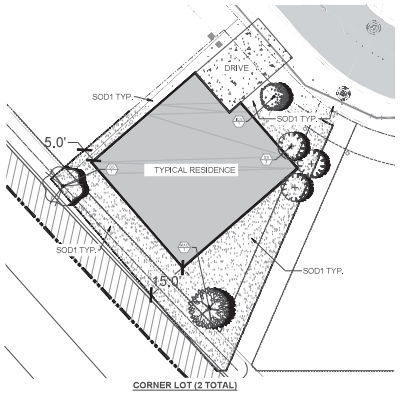
Know what's Below. Call before you dig.



TYPICAL LOT OPTION 'A'(24 TOTAL)



TYPICAL LOT OPTION 'B' (24 TOTAL)



CORNER LOT (2 TOTAL)

TREE REQUIREMENTS

RESIDENTIAL LOTS
1 TREE PER 1,750 SQ FT OF LOT = 200 TREES

TOTAL TREES REQUIRED: 200 TREES

TREES PROVIDED

RESIDENTIAL LOTS
200 TREES

TOTAL TREES PROVIDED: 200 TREES

PLANT SCHEDULE:

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	REMARKS
TREES										
	ACE	24	Acer rubrum	Red Maple	45G	12' HT	6' W	SP	Native	3" Caliper
	ERI	24	Lifestyle®	Japanese Blueberry Tree	45G	12' HT	5' W	STD, 4 CT, SP	Non-native	3" DBH
	MGM	36	Multistem	Dahoon Holly	45G	12' HT	4' W	STD, 4 CT, SP	Native	3" DBH
	MAG	26	Magnolia grandiflora 'D.D. Blanchard' TM	Southern Magnolia	B&G	12' HT	6' W	FTB, SP	Native	3" DBH
	QVI	74	Quercus virginiana	Southern Live Oak	45G	12' HT	5' W	4 CT, SP	Native	3" DBH
PALM TREES *(25 TOTAL TREE CREDITS)*										
	SSS	76	Sabal palmetto	Sabal Palm	FG	18'-40' CT		SUI, HG, SP	Native	
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
SOD										
	SOD1	TBD	Stenotaphrum secundatum 'Palmetto'	Palmetto St. Augustine Sod	SOD			Five of Weeds and Pests		

*PALMS MAKE UP 13% OF TOTAL TREE CREDITS

Kimley»Horn
Kimley-Horn and Associates, Inc.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
(561) 845-0665
www.kimley-horn.com
CA 00000696

SUNRISE PROPERTY
3304 Sunrise Blvd.
City of Fort Pierce, Florida
Typical Lot Landscape Plan

Date	No.	Description
5/5/25	1	Comments

PAUL DOUGLAS, PLA
FLORIDA REG. # LA0001591

Project No. 193
Drawn By: AD
Checked By: PD
Date Issued: 5/5/25
Scale: 1" = 10'

LA-3

LANDSCAPE SPECIFICATIONS:

PART 1 - GENERAL CONDITIONS

1.01 SCOPE:
A. Landscape contractor shall furnish and install all plants, shrubs, trees, and ground cover as shown on the drawings and specifications, and shall be responsible for maintenance of all landscaping until acceptance by Owner.

1.02 QUALITY STANDARDS:
A. Grade and measure plant material in accordance with current standards and specifications published by American Standard for Nursery Stock, American Association of Nurserymen, Washington, D.C.

1.03 QUALITY ASSURANCE:
A. The Landscape Contractor shall have a qualified foreman who is experienced in the planting operations specified and who shall be present at all times while work is in progress. Landscape Contractor shall not employ any person unfamiliar with the requirements of this work and shall replace any person who, in the opinion of the Owner, does not perform satisfactory work.

1.04 SUBMITTALS AND SAMPLES:
A. Weight Tickets: Landscape Contractor shall submit weight tickets for all materials, including soil, sod, mulch, rock, and stone, delivered to the site for verification of quantities.
B. Soil Analysis: Landscape Contractor shall submit soil analysis for all planting areas, including recommendations for soil amendments and fertilizers.
C. Plant Material Certificates: Landscape Contractor shall submit certificates for all plant material, including sod, seed, mulch, stone, rock, and gravel, indicating that all materials comply with specified requirements.
D. Samples: Upon request, Landscape Contractor shall submit samples of all materials, including but not limited to mulch, stone, rock, and gravel, for approval by the Owner.
E. Plant Lists: Landscape Contractor shall submit complete plant lists, including botanical and common names, sizes, and quantities of all plant material.
F. Warranty: Landscape Contractor shall submit a written warranty for all plant material and workmanship as specified herein.

1.05 DELIVERY, STORAGE AND HANDLING:
A. Inspection: All plant material shall be inspected on arrival at the project site or at the growing location by the Landscape Architect or Owner's representative. Plants may be tagged for rejection at the source of growth before shipment. Rejection shall not relieve the Landscape Contractor of responsibility for furnishing acceptable plant material.
B. Protection: Protect all plant material from damage during delivery, handling, and storage. Do not drop or damage balled and burlapped plants. Do not handle plants by the trunk; lift by the root ball. Cover plants during transport to prevent wind burn and desiccation.
C. Storage: Store plant material in a shaded, protected area. Keep roots moist by covering with burlap or other approved material. Water as necessary to maintain moisture.
D. Delivery Schedule: Coordinate delivery of plant material to minimize on-site storage time. Plants shall be delivered only when the site is ready for planting. Plants that are not planted within 24 hours of delivery shall be heeled in or otherwise protected.
E. Substitutions: No substitutions of plant material shall be made without written approval from the Owner's representative. If substitutions are approved, they shall be of equal or greater value and shall be made at no additional cost to the Owner.

1.06 GUARANTEE:
A. All plant material shall be guaranteed for a period of one (1) year from the date of substantial completion. The guarantee shall include all plant material, including trees, shrubs, ground cover, and sod.
B. Replacement: Any plant material that is dead or, in the opinion of the Owner's representative, not in a healthy, vigorous condition shall be removed and replaced with new plant material of the same species and size as originally specified, at no additional cost to the Owner. Replacement shall occur within 30 days of notification, weather permitting.
C. Exclusions: The guarantee shall not cover damage or loss of plant material due to vandalism, theft, acts of God, or improper maintenance by the Owner after substantial completion.
D. Extension: The guarantee period for replacement plant material shall be extended for one (1) year from the date of replacement.

1.07 MAINTENANCE:
A. Maintenance Responsibility: The Landscape Contractor shall be responsible for the maintenance of all landscaping from the time of planting until substantial completion and acceptance by the Owner.
B. Maintenance Activities: Maintenance shall include watering, fertilizing, weeding, mowing, edging, pruning, mulching, and other necessary activities to keep the landscape in a healthy, vigorous condition.
C. Maintenance Schedule: Landscape Contractor shall submit a proposed maintenance schedule for review and approval by the Owner.
D. Duration: Maintenance shall be performed for a minimum of thirty (30) days after substantial completion.

1.08 SOIL:
A. The Landscape Contractor shall provide a soil test to determine the existing soil conditions.
B. Amendments: Amendments shall be incorporated into the planting soil as recommended by the soil test results. Amendments may include, but are not limited to, compost, peat moss, sand, or other materials to improve soil structure and drainage.
C. Topsoil: Topsoil shall be a natural, fertile, friable soil, free from subsoil, clay lumps, brush, weeds, roots, stones larger than 1 inch in diameter, and other extraneous materials harmful to plant growth. Topsoil shall be obtained from well-drained areas and shall not be taken from bogs or marshes.
D. Planting Soil: Planting soil shall be a mixture of topsoil and amendments as specified by the soil test results. The mixture shall be thoroughly blended and free of lumps, stones, and other undesirable materials.
E. Subsoil: Subsoil shall be free of stones larger than 6 inches in diameter, roots, and other undesirable materials. It shall be capable of supporting healthy plant growth.
F. Soil Preparation: Prepare planting beds by loosening the soil to a depth of at least 6 inches. Remove all weeds, grass, and other vegetation. Incorporate amendments and fertilizers as specified.
G. Grading: Finish grades shall be smooth, even, and free of depressions. Grades shall be sloped to drain away from buildings and structures.

1.09 SOD:
A. Sod shall be new crop, healthy, vigorous, and free of pests, diseases, and weeds. Sod shall be cut in strips not less than 12 inches wide and 2 inches thick.
B. Installation: Sod shall be installed within 24 hours of cutting. Lay sod with tight joints, staggering the ends of adjacent pieces. Roll or tamp sod to ensure good contact with the soil.
C. Watering: Water sod thoroughly after installation to a depth of at least 4 inches.
D. Maintenance: Maintain sod by mowing, watering, fertilizing, and controlling weeds and pests as necessary to keep it healthy and vigorous.

1.10 SEEDING:
A. Seed shall be fresh, clean, and of the species and variety specified. Seed shall be delivered in sealed containers bearing the manufacturer's guaranteed analysis.
B. Seedbed Preparation: Prepare the seedbed by loosening the soil to a depth of at least 4 inches. Remove all weeds, grass, and other vegetation. Incorporate amendments and fertilizers as specified.
C. Seeding: Sow seed evenly by hand or with a mechanical seeder. Cover seed lightly with soil or mulch.
D. Watering: Water seeded areas thoroughly after seeding to a depth of at least 4 inches. Keep the seedbed moist until germination occurs.
E. Maintenance: Maintain seeded areas by mowing, watering, fertilizing, and controlling weeds and pests as necessary to keep them healthy and vigorous.

1.11 PLANTING:
A. Planting Time: Planting shall be performed during the planting season recommended for each plant species. Avoid planting during periods of extreme heat, cold, or drought.
B. Planting Holes: Dig planting holes large enough to allow for the spread of roots. Do not plant too deep or too shallow.
C. Backfill: Backfill planting holes with a mixture of topsoil and amendments as specified. Tamp backfill lightly to eliminate air pockets.
D. Staking and Guying: Stake and guy trees as necessary to provide support. Use flexible ties that will not damage the trunk.
E. Mulching: Apply mulch around all plants to a depth of 3 inches. Keep mulch away from the trunk of trees and shrubs.
F. Watering: Water all plants thoroughly after planting to a depth of at least 4 inches. Keep the soil moist until plants are established.
G. Pruning: Prune only to remove dead or damaged branches. Do not prune to shape unless specified.
H. Fertilizing: Fertilize plants according to the recommendations of the soil test. Use a slow-release fertilizer.
I. Replacement: Replace any plants that die or are in poor condition within the guarantee period.

1.12 PLANT SPACING:
A. Spacing: Plant trees and shrubs at the spacing indicated on the drawings.
B. Measurement: Measure spacing from the center of the plant to the center of the adjacent plant.
C. Adjustments: Adjust spacing as necessary to avoid conflicts with utilities, structures, and other plants.

1.13 PLANT MATERIALS:
A. Quality: All plant material shall be healthy, vigorous, and free from disease, insects, and injuries.
B. Size: Plant material shall be of the size specified or shown on the drawings.
C. Substitutions: No substitutions of plant material shall be made without written approval from the Owner's representative.
D. Inspection: All plant material shall be inspected on arrival at the project site or at the growing location by the Landscape Architect or Owner's representative.
E. Rejection: Plants may be tagged for rejection at the source of growth before shipment. Rejection shall not relieve the Landscape Contractor of responsibility for furnishing acceptable plant material.

1.14 PLANTING SOIL:
A. Soil Preparation: Prepare planting soil by loosening it to a depth of at least 6 inches. Remove all weeds, grass, and other vegetation.
B. Amendments: Incorporate amendments into the planting soil as recommended by the soil test. Amendments may include, but are not limited to, compost, peat moss, sand, or other materials to improve soil structure and drainage.
C. Fertilizers: Apply fertilizers according to the manufacturer's recommendations. Use slow-release fertilizers whenever possible.
D. Topsoil: Topsoil shall be a natural, fertile, friable soil, free from subsoil, clay lumps, brush, weeds, roots, stones larger than 1 inch in diameter, and other extraneous materials harmful to plant growth. Topsoil shall be obtained from well-drained areas and shall not be taken from bogs or marshes.
E. Subsoil: Subsoil shall be free of stones larger than 6 inches in diameter, roots, and other undesirable materials. It shall be capable of supporting healthy plant growth.
F. Planting Soil: Planting soil shall be a mixture of topsoil and amendments as specified by the soil test results. The mixture shall be thoroughly blended and free of lumps, stones, and other undesirable materials.

1.15 MULCH:
A. Material: Mulch shall be shredded hardwood bark, free from weeds, roots, and other undesirable materials.
B. Application: Apply mulch around all plants to a depth of 3 inches. Keep mulch away from the trunk of trees and shrubs.
C. Maintenance: Maintain mulch by replenishing it as necessary to maintain the specified depth.

1.16 STONE:
A. Material: Stone shall be clean, hard, durable, and free from dirt or other foreign matter. Stone shall be of the size and color specified or shown on the drawings.
B. Application: Apply stone to the areas indicated on the drawings. Spread stone evenly to the specified depth.
C. Edging: Install edging as necessary to contain the stone and prevent it from migrating into adjacent areas.

1.17 ROCK:
A. Material: Rock shall be clean, hard, durable, and free from dirt or other foreign matter. Rock shall be of the size and color specified or shown on the drawings.
B. Application: Apply rock to the areas indicated on the drawings. Spread rock evenly to the specified depth.
C. Edging: Install edging as necessary to contain the rock and prevent it from migrating into adjacent areas.

1.18 GRAVEL:
A. Material: Gravel shall be clean, hard, durable, and free from dirt or other foreign matter. Gravel shall be of the size and color specified or shown on the drawings.
B. Application: Apply gravel to the areas indicated on the drawings. Spread gravel evenly to the specified depth.
C. Edging: Install edging as necessary to contain the gravel and prevent it from migrating into adjacent areas.

1.19 SOIL:
A. Material: Soil shall be a natural, fertile, friable soil, free from subsoil, clay lumps, brush, weeds, roots, stones larger than 1 inch in diameter, and other extraneous materials harmful to plant growth. Soil shall be obtained from well-drained areas and shall not be taken from bogs or marshes.
B. Application: Apply soil to the areas indicated on the drawings. Spread soil evenly to the specified depth.
C. Grading: Finish grades shall be smooth, even, and free of depressions. Grades shall be sloped to drain away from buildings and structures.

1.20 SOD:
A. Material: Sod shall be new crop, healthy, vigorous, and free of pests, diseases, and weeds. Sod shall be cut in strips not less than 12 inches wide and 2 inches thick.
B. Installation: Sod shall be installed within 24 hours of cutting. Lay sod with tight joints, staggering the ends of adjacent pieces. Roll or tamp sod to ensure good contact with the soil.
C. Watering: Water sod thoroughly after installation to a depth of at least 4 inches.
D. Maintenance: Maintain sod by mowing, watering, fertilizing, and controlling weeds and pests as necessary to keep it healthy and vigorous.

1.21 SEEDING:
A. Seed shall be fresh, clean, and of the species and variety specified. Seed shall be delivered in sealed containers bearing the manufacturer's guaranteed analysis.
B. Seedbed Preparation: Prepare the seedbed by loosening the soil to a depth of at least 4 inches. Remove all weeds, grass, and other vegetation. Incorporate amendments and fertilizers as specified.
C. Seeding: Sow seed evenly by hand or with a mechanical seeder. Cover seed lightly with soil or mulch.
D. Watering: Water seeded areas thoroughly after seeding to a depth of at least 4 inches. Keep the seedbed moist until germination occurs.
E. Maintenance: Maintain seeded areas by mowing, watering, fertilizing, and controlling weeds and pests as necessary to keep them healthy and vigorous.

1.22 PLANTING:
A. Planting Time: Planting shall be performed during the planting season recommended for each plant species. Avoid planting during periods of extreme heat, cold, or drought.
B. Planting Holes: Dig planting holes large enough to allow for the spread of roots. Do not plant too deep or too shallow.
C. Backfill: Backfill planting holes with a mixture of topsoil and amendments as specified. Tamp backfill lightly to eliminate air pockets.
D. Staking and Guying: Stake and guy trees as necessary to provide support. Use flexible ties that will not damage the trunk.
E. Mulching: Apply mulch around all plants to a depth of 3 inches. Keep mulch away from the trunk of trees and shrubs.
F. Watering: Water all plants thoroughly after planting to a depth of at least 4 inches. Keep the soil moist until plants are established.
G. Pruning: Prune only to remove dead or damaged branches. Do not prune to shape unless specified.
H. Fertilizing: Fertilize plants according to the recommendations of the soil test. Use a slow-release fertilizer.
I. Replacement: Replace any plants that die or are in poor condition within the guarantee period.

1.23 PLANT SPACING:
A. Spacing: Plant trees and shrubs at the spacing indicated on the drawings.
B. Measurement: Measure spacing from the center of the plant to the center of the adjacent plant.
C. Adjustments: Adjust spacing as necessary to avoid conflicts with utilities, structures, and other plants.

1.24 PLANTING SOIL:
A. Soil Preparation: Prepare planting soil by loosening it to a depth of at least 6 inches. Remove all weeds, grass, and other vegetation.
B. Amendments: Incorporate amendments into the planting soil as recommended by the soil test. Amendments may include, but are not limited to, compost, peat moss, sand, or other materials to improve soil structure and drainage.
C. Fertilizers: Apply fertilizers according to the manufacturer's recommendations. Use slow-release fertilizers whenever possible.
D. Topsoil: Topsoil shall be a natural, fertile, friable soil, free from subsoil, clay lumps, brush, weeds, roots, stones larger than 1 inch in diameter, and other extraneous materials harmful to plant growth. Topsoil shall be obtained from well-drained areas and shall not be taken from bogs or marshes.
E. Subsoil: Subsoil shall be free of stones larger than 6 inches in diameter, roots, and other undesirable materials. It shall be capable of supporting healthy plant growth.
F. Planting Soil: Planting soil shall be a mixture of topsoil and amendments as specified by the soil test results. The mixture shall be thoroughly blended and free of lumps, stones, and other undesirable materials.

1.25 MULCH:
A. Material: Mulch shall be shredded hardwood bark, free from weeds, roots, and other undesirable materials.
B. Application: Apply mulch around all plants to a depth of 3 inches. Keep mulch away from the trunk of trees and shrubs.
C. Maintenance: Maintain mulch by replenishing it as necessary to maintain the specified depth.

1.26 STONE:
A. Material: Stone shall be clean, hard, durable, and free from dirt or other foreign matter. Stone shall be of the size and color specified or shown on the drawings.
B. Application: Apply stone to the areas indicated on the drawings. Spread stone evenly to the specified depth.
C. Edging: Install edging as necessary to contain the stone and prevent it from migrating into adjacent areas.

1.27 ROCK:
A. Material: Rock shall be clean, hard, durable, and free from dirt or other foreign matter. Rock shall be of the size and color specified or shown on the drawings.
B. Application: Apply rock to the areas indicated on the drawings. Spread rock evenly to the specified depth.
C. Edging: Install edging as necessary to contain the rock and prevent it from migrating into adjacent areas.

1.28 GRAVEL:
A. Material: Gravel shall be clean, hard, durable, and free from dirt or other foreign matter. Gravel shall be of the size and color specified or shown on the drawings.
B. Application: Apply gravel to the areas indicated on the drawings. Spread gravel evenly to the specified depth.
C. Edging: Install edging as necessary to contain the gravel and prevent it from migrating into adjacent areas.

1.29 SOIL:
A. Material: Soil shall be a natural, fertile, friable soil, free from subsoil, clay lumps, brush, weeds, roots, stones larger than 1 inch in diameter, and other extraneous materials harmful to plant growth. Soil shall be obtained from well-drained areas and shall not be taken from bogs or marshes.
B. Application: Apply soil to the areas indicated on the drawings. Spread soil evenly to the specified depth.
C. Grading: Finish grades shall be smooth, even, and free of depressions. Grades shall be sloped to drain away from buildings and structures.

1.30 SOD:
A. Material: Sod shall be new crop, healthy, vigorous, and free of pests, diseases, and weeds. Sod shall be cut in strips not less than 12 inches wide and 2 inches thick.
B. Installation: Sod shall be installed within 24 hours of cutting. Lay sod with tight joints, staggering the ends of adjacent pieces. Roll or tamp sod to ensure good contact with the soil.
C. Watering: Water sod thoroughly after installation to a depth of at least 4 inches.
D. Maintenance: Maintain sod by mowing, watering, fertilizing, and controlling weeds and pests as necessary to keep it healthy and vigorous.

1.31 SEEDING:
A. Seed shall be fresh, clean, and of the species and variety specified. Seed shall be delivered in sealed containers bearing the manufacturer's guaranteed analysis.
B. Seedbed Preparation: Prepare the seedbed by loosening the soil to a depth of at least 4 inches. Remove all weeds, grass, and other vegetation. Incorporate amendments and fertilizers as specified.
C. Seeding: Sow seed evenly by hand or with a mechanical seeder. Cover seed lightly with soil or mulch.
D. Watering: Water seeded areas thoroughly after seeding to a depth of at least 4 inches. Keep the seedbed moist until germination occurs.
E. Maintenance: Maintain seeded areas by mowing, watering, fertilizing, and controlling weeds and pests as necessary to keep them healthy and vigorous.

1.32 PLANTING:
A. Planting Time: Planting shall be performed during the planting season recommended for each plant species. Avoid planting during periods of extreme heat, cold, or drought.
B. Planting Holes: Dig planting holes large enough to allow for the spread of roots. Do not plant too deep or too shallow.
C. Backfill: Backfill planting holes with a mixture of topsoil and amendments as specified. Tamp backfill lightly to eliminate air pockets.
D. Staking and Guying: Stake and guy trees as necessary to provide support. Use flexible ties that will not damage the trunk.
E. Mulching: Apply mulch around all plants to a depth of 3 inches. Keep mulch away from the trunk of trees and shrubs.
F. Watering: Water all plants thoroughly after planting to a depth of at least 4 inches. Keep the soil moist until plants are established.
G. Pruning: Prune only to remove dead or damaged branches. Do not prune to shape unless specified.
H. Fertilizing: Fertilize plants according to the recommendations of the soil test. Use a slow-release fertilizer.
I. Replacement: Replace any plants that die or are in poor condition within the guarantee period.

1.33 PLANT SPACING:
A. Spacing: Plant trees and shrubs at the spacing indicated on the drawings.
B. Measurement: Measure spacing from the center of the plant to the center of the adjacent plant.
C. Adjustments: Adjust spacing as necessary to avoid conflicts with utilities, structures, and other plants.

1.34 PLANTING SOIL:
A. Soil Preparation: Prepare planting soil by loosening it to a depth of at least 6 inches. Remove all weeds, grass, and other vegetation.
B. Amendments: Incorporate amendments into the planting soil as recommended by the soil test. Amendments may include, but are not limited to, compost, peat moss, sand, or other materials to improve soil structure and drainage.
C. Fertilizers: Apply fertilizers according to the manufacturer's recommendations. Use slow-release fertilizers whenever possible.
D. Topsoil: Topsoil shall be a natural, fertile, friable soil, free from subsoil, clay lumps, brush, weeds, roots, stones larger than 1 inch in diameter, and other extraneous materials harmful to plant growth. Topsoil shall be obtained from well-drained areas and shall not be taken from bogs or marshes.
E. Subsoil: Subsoil shall be free of stones larger than 6 inches in diameter, roots, and other undesirable materials. It shall be capable of supporting healthy plant growth.
F. Planting Soil: Planting soil shall be a mixture of topsoil and amendments as specified by the soil test results. The mixture shall be thoroughly blended and free of lumps, stones, and other undesirable materials.

1.35 MULCH:
A. Material: Mulch shall be shredded hardwood bark, free from weeds, roots, and other undesirable materials.
B. Application: Apply mulch around all plants to a depth of 3 inches. Keep mulch away from the trunk of trees and shrubs.
C. Maintenance: Maintain mulch by replenishing it as necessary to maintain the specified depth.

1.36 STONE:
A. Material: Stone shall be clean, hard, durable, and free from dirt or other foreign matter. Stone shall be of the size and color specified or shown on the drawings.
B. Application: Apply stone to the areas indicated on the drawings. Spread stone evenly to the specified depth.
C. Edging: Install edging as necessary to contain the stone and prevent it from migrating into adjacent areas.

1.37 ROCK:
A. Material: Rock shall be clean, hard, durable, and free from dirt or other foreign matter. Rock shall be of the size and color specified or shown on the drawings.
B. Application: Apply rock to the areas indicated on the drawings. Spread rock evenly to the specified depth.
C. Edging: Install edging as necessary to contain the rock and prevent it from migrating into adjacent areas.

1.38 GRAVEL:
A. Material: Gravel shall be clean, hard, durable, and free from dirt or other foreign matter. Gravel shall be of the size and color specified or shown on the drawings.
B. Application: Apply gravel to the areas indicated on the drawings. Spread gravel evenly to the specified depth.
C. Edging: Install edging as necessary to contain the gravel and prevent it from migrating into adjacent areas.

1.39 SOIL:
A. Material: Soil shall be a natural, fertile, friable soil, free from subsoil, clay lumps, brush, weeds, roots, stones larger than 1 inch in diameter, and other extraneous materials harmful to plant growth. Soil shall be obtained from well-drained areas and shall not be taken from bogs or marshes.
B. Application: Apply soil to the areas indicated on the drawings. Spread soil evenly to the specified depth.
C. Grading: Finish grades shall be smooth, even, and free of depressions. Grades shall be sloped to drain away from buildings and structures.

1.40 SOD:
A. Material: Sod shall be new crop, healthy, vigorous, and free of pests, diseases, and weeds. Sod shall be cut in strips not less than 12 inches wide and 2 inches thick.
B. Installation: Sod shall be installed within 24 hours of cutting. Lay sod with tight joints, staggering the ends of adjacent pieces. Roll or tamp sod to ensure good contact with the soil.
C. Watering: Water sod thoroughly after installation to a depth of at least 4 inches.
D. Maintenance: Maintain sod by mowing, watering, fertilizing, and controlling weeds and pests as necessary to keep it healthy and vigorous.

1.41 SEEDING:
A. Seed shall be fresh, clean, and of the species and variety specified. Seed shall be delivered in sealed containers bearing the manufacturer's guaranteed analysis.
B. Seedbed Preparation: Prepare the seedbed by loosening the soil to a depth of at least 4 inches. Remove all weeds, grass, and other vegetation. Incorporate amendments and fertilizers as specified.
C. Seeding: Sow seed evenly by hand or with a mechanical seeder. Cover seed lightly with soil or mulch.
D. Watering: Water seeded areas thoroughly after seeding to a depth of at least 4 inches. Keep the seedbed moist until germination occurs.
E. Maintenance: Maintain seeded areas by mowing, watering, fertilizing, and controlling weeds and pests as necessary to keep them healthy and vigorous.

1.42 PLANTING:
A. Planting Time: Planting shall be performed during the planting season recommended for each plant species. Avoid planting during periods of extreme heat, cold, or drought.
B. Planting Holes: Dig planting holes large enough to allow for the spread of roots. Do not plant too deep or too shallow.
C. Backfill: Backfill planting holes with a mixture of topsoil and amendments as specified. Tamp backfill lightly to eliminate air pockets.
D. Staking and Guying: Stake and guy trees as necessary to provide support. Use flexible ties that will not damage the trunk.
E. Mulching: Apply mulch around all plants to a depth of 3 inches. Keep mulch away from the trunk of trees and shrubs.
F. Watering: Water all plants thoroughly after planting to a depth of at least 4 inches. Keep the soil moist until plants are established.
G. Pruning: Prune only to remove dead or damaged branches. Do not prune to shape unless specified.
H. Fertilizing: Fertilize plants according to the recommendations of the soil test. Use a slow-release fertilizer.
I. Replacement: Replace any plants that die or are in poor condition within the guarantee period.

1.43 PLANT SPACING:
A. Spacing: Plant trees and shrubs at the spacing indicated on the drawings.
B. Measurement: Measure spacing from the center of the plant to the center of the adjacent plant.
C. Adjustments: Adjust spacing as necessary to avoid conflicts with utilities, structures, and other plants.

1.44 PLANTING SOIL:
A. Soil Preparation: Prepare planting soil by loosening it to a depth of at least 6 inches. Remove all weeds, grass, and other vegetation.
B. Amendments: Incorporate amendments into the planting soil as recommended by the soil test. Amendments may include, but are not limited to, compost, peat moss, sand, or other materials to improve soil structure and drainage.
C. Fertilizers: Apply fertilizers according to the manufacturer's recommendations. Use slow-release fertilizers whenever possible.
D. Topsoil: Topsoil shall be a natural, fertile, friable soil, free from subsoil, clay lumps, brush, weeds, roots, stones larger than 1 inch in diameter, and other extraneous materials harmful to plant growth. Topsoil shall be obtained from well-drained areas and shall not be taken from bogs or marshes.
E. Subsoil: Subsoil shall be free of stones larger than 6 inches in diameter, roots, and other undesirable materials. It shall be capable of supporting healthy plant growth.
F. Planting Soil: Planting soil shall be a mixture of topsoil and amendments as specified by the soil test results. The mixture shall be thoroughly blended and free of lumps, stones, and other undesirable materials.

1.45 MULCH:
A. Material: Mulch shall be shredded hardwood bark, free from weeds, roots, and other undesirable materials.
B. Application: Apply mulch around all plants to a depth of 3 inches. Keep mulch away from the trunk of trees and shrubs.
C. Maintenance: Maintain mulch by replenishing it as necessary to maintain the specified depth.

1.46 STONE:
A. Material: Stone shall be clean, hard, durable, and free from dirt or other foreign matter. Stone shall be of the size and color specified or shown on the drawings.
B. Application: Apply stone to the areas indicated on the drawings. Spread stone evenly to the specified depth.
C. Edging: Install edging as necessary to contain the stone and prevent it from migrating into adjacent areas.

1.47 ROCK:
A. Material: Rock shall be clean, hard, durable, and free from dirt or other foreign matter. Rock shall be of the size and color specified or shown on the drawings.
B. Application: Apply rock to the areas indicated on the drawings. Spread rock evenly to the specified depth.
C. Edging: Install edging as necessary to contain the rock and prevent it from migrating into adjacent areas.

1.48 GRAVEL:
A. Material: Gravel shall be clean, hard, durable, and free from dirt or other foreign matter. Gravel shall be of the size and color specified or shown on the drawings.
B. Application: Apply gravel to the areas indicated on the drawings. Spread gravel evenly to the specified depth.
C. Edging: Install edging as necessary to contain the gravel and prevent it from migrating into adjacent areas.

1.49 SOIL:
A. Material: Soil shall be a natural, fertile, friable soil, free from subsoil, clay lumps, brush, weeds, roots, stones larger than 1 inch in diameter, and other extraneous materials harmful to plant growth. Soil shall be obtained from well-drained areas and shall not be taken from bogs or marshes.
B. Application: Apply soil to the areas indicated on the drawings. Spread soil evenly to the specified depth.
C. Grading: Finish grades shall be smooth, even, and free of depressions. Grades shall be sloped to drain away from buildings and structures.

1.50 SOD:
A. Material: Sod shall be new crop, healthy, vigorous, and free of pests, diseases, and weeds. Sod shall be cut in strips not less than 12 inches wide and 2 inches thick.
B. Installation: Sod shall be installed within 24 hours of cutting. Lay sod with tight joints, staggering the ends of adjacent pieces. Roll or tamp sod to ensure good contact with the soil.
C. Watering: Water sod thoroughly after installation to a depth of at least 4 inches.
D. Maintenance: Maintain sod by mowing, watering, fertilizing, and controlling weeds and pests as necessary to keep it healthy and vigorous.

1.51 SEEDING:
A. Seed shall be fresh, clean, and of the species and variety specified. Seed shall be delivered in sealed containers bearing the manufacturer's guaranteed analysis.
B. Seedbed Preparation: Prepare the seedbed by loosening the soil to a depth of at least 4 inches. Remove all weeds, grass, and other vegetation. Incorporate amendments and fertilizers as specified.
C. Seeding: Sow seed evenly by hand or with a mechanical seeder. Cover seed lightly with soil or mulch.
D. Watering: Water seeded areas thoroughly after seeding to a depth of at least 4 inches. Keep the seedbed moist until germination occurs.
E. Maintenance: Maintain seeded areas by mowing, watering, fertilizing, and controlling weeds and pests as necessary to keep them healthy and vigorous.

1.52 PLANTING:
A. Planting Time: Planting shall be performed during the planting season recommended for each plant species. Avoid planting during periods of extreme heat, cold, or drought.
B. Planting Holes: Dig planting holes large enough to allow for the spread of roots. Do not plant too deep or too shallow.
C. Backfill: Backfill planting holes with a mixture of topsoil and amendments as specified. Tamp backfill lightly to eliminate air pockets.
D. Staking and Guying: Stake and guy trees as necessary to provide support. Use flexible ties that will not damage the trunk.
E. Mulching: Apply mulch around all plants to a depth of 3 inches. Keep mulch away from the trunk of trees and shrubs.
F. Watering: Water all plants thoroughly after planting to a depth of at least 4 inches. Keep the soil moist until plants are established.
G. Pruning: Prune only to remove dead or damaged branches. Do not prune to shape unless specified.
H. Fertilizing: Fertilize plants according to the recommendations of the soil test. Use a slow-release fertilizer.
I. Replacement: Replace any plants that die or are in poor condition within the guarantee period.

1.53 PLANT SPACING:
A. Spacing: Plant trees and shrubs at the spacing indicated on the drawings.
B. Measurement: Measure spacing from the center of the plant to the center of the adjacent plant.
C. Adjustments: Adjust spacing as necessary to avoid conflicts with utilities, structures, and other plants.

1.54 PLANTING SOIL:
A. Soil Preparation: Prepare planting soil by loosening it to a depth of at least 6 inches. Remove all weeds, grass, and other vegetation.
B. Amendments: Incorporate amendments into the planting soil as recommended by the soil test. Amendments may include, but are not limited to, compost, peat moss, sand, or other materials to improve soil structure and drainage.
C. Fertilizers: Apply fertilizers according to the manufacturer's recommendations. Use slow-release fertilizers whenever possible.
D. Topsoil: Topsoil shall be a natural, fertile, friable soil, free from subsoil, clay lumps, brush, weeds, roots, stones larger than 1 inch in diameter, and other extraneous materials harmful to plant growth. Topsoil shall be obtained from well-drained areas and shall not be taken from bogs or marshes.
E. Subsoil: Subsoil shall be free of stones larger than 6 inches in diameter, roots, and other undesirable materials. It shall be capable of supporting healthy plant growth.
F. Planting Soil: Planting soil shall be a mixture of topsoil and amendments as specified by the soil test results. The mixture shall be thoroughly blended and free of lumps, stones, and other undesirable materials.

1.55 MULCH:
A. Material: Mulch shall be shredded hardwood bark, free from weeds, roots, and other undesirable materials.
B. Application: Apply mulch around all plants to a depth of 3 inches. Keep mulch away from the trunk of trees and shrubs.
C. Maintenance: Maintain mulch by replenishing it as necessary to maintain the specified depth.

1.56 STONE:
A. Material: Stone shall be clean, hard, durable, and free from dirt or other foreign matter. Stone shall be of the size and color specified or shown on the drawings.
B. Application: Apply stone to the areas indicated on the drawings. Spread stone evenly to the specified depth.
C. Edging: Install edging as necessary to contain the stone and prevent it from migrating into adjacent areas.

1.57 ROCK:
A. Material: Rock shall be clean, hard, durable, and free from dirt or other foreign matter. Rock shall be of the size and color specified or shown on the drawings.
B. Application: Apply rock to the areas indicated on the drawings. Spread rock evenly to the specified depth.
C. Edging: Install edging as necessary to contain the rock and prevent it from migrating into adjacent areas.

1.58 GRAVEL:
A. Material: Gravel shall be clean, hard, durable, and free from dirt or other foreign matter. Gravel shall be of the size and color specified or shown on the drawings.
B. Application: Apply gravel to the areas indicated on the drawings. Spread gravel evenly to the specified depth.
C. Edging: Install edging as necessary to contain the gravel and prevent it from migrating into adjacent areas.

1.59 SOIL:
A. Material: Soil shall be a natural, fertile, friable soil, free from subsoil, clay lumps, brush, weeds, roots, stones larger than 1 inch in diameter, and other extraneous materials harmful to plant growth. Soil shall be obtained from well-drained areas and shall not be taken from bogs or marshes.
B. Application: Apply soil to the areas indicated on the drawings. Spread soil evenly to the specified depth.
C. Grading: Finish grades shall be smooth, even, and free of depressions. Grades shall be sloped to drain away from buildings and structures.

1.60 SOD:
A. Material: Sod shall be new crop, healthy, vigorous, and free of pests, diseases, and weeds. Sod shall be cut in strips not less than 12 inches wide and 2 inches thick.
B. Installation: Sod shall be installed within 24 hours of cutting. Lay sod with tight joints, staggering the ends of adjacent pieces. Roll or tamp sod to ensure good contact with the soil.
C. Watering: Water sod thoroughly after installation to a depth of at least 4 inches.
D. Maintenance: Maintain sod by mowing, watering, fertilizing, and controlling weeds and pests as necessary to keep it healthy and vigorous.

1.61 SEEDING:
A. Seed shall be fresh, clean, and of the species and variety specified. Seed shall be delivered in sealed containers bearing the manufacturer's guaranteed analysis.
B. Seedbed Preparation: Prepare the seedbed by loosening the soil to a depth of at least 4 inches. Remove all weeds, grass, and other vegetation. Incorporate amendments and fertilizers as specified.
C. Seeding: Sow seed evenly by hand or with a mechanical seeder.

CONSTRUCTION PLANS

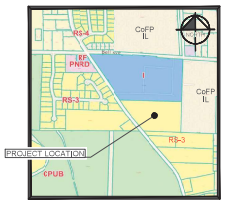
FOR

SUNRISE LAKES

LOCATED AT

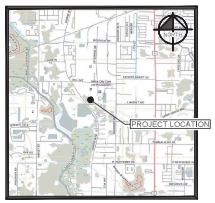
3804 SUNRISE BLVD, FORT PIERCE, FLORIDA

SECTION 33, TOWNSHIP 35S, RANGE 40E



LOCATION MAP

SCALE: NOT TO SCALE



VICINITY MAP

SCALE: NOT TO SCALE

SHEET LIST TABLE

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C-100	COVER
C-101	GENERAL NOTES
C-200	SITE PLAN
C-201	PRELIMINARY PLAT
C-300	MASTER PAVING GRADING & DRAINAGE PLAN
C-301	PAVING GRADING & DRAINAGE DETAILS
C-302	PAVING GRADING & DRAINAGE DETAILS
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C-800	PHOTOMETRICS
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--	PLAT

LEGAL DESCRIPTION

THE SOUTH 546 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LYING EAST OF WHITE CITY ROAD (SUNRISE BOULEVARD) IN SECTION 33, TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAID LAND LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PROJECT TEAM

OWNER/DEVELOPER
[illegible]

CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
[illegible]

LANDSCAPE ARCHITECT
[illegible]

SURVEYOR
[illegible]

PERMITTING AGENCIES

FORT PIERCE UTILITY AUTHORITY	SOUTH FLORIDA WATER MANAGEMENT DISTRICT
CITY OF FORT PIERCE	NORTH ST LUCIE RIVER WATER CONTROL DISTRICT

KMA

NOT FOR CONSTRUCTION

SUNRISE LAKES

INTEGRITY 1ST CONSTRUCTION GROUP

2/24/2025

COVER

C-100

GENERAL

1. THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION) AND SHALL BECOME FAMILIAR WITH THOSE PORTIONS PERTAINING TO CONSTRUCTION WORK. ANY WORK SHALL CONFORM AS APPLICABLE TO THESE STANDARDS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN ON THE PLANS. CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROVED APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.
3. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE PLAN PREPARATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES AND THE ENGINEER IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE CORRECT OR ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF OR RESULTING FROM THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY UTILITIES. WHERE IT IS NECESSARY TO SHORE, BRACE, SUPPORT OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL NOTIFY ALL UTILITIES NOT LESS THAN 48 HOURS NOR MORE THAN 72 HOURS (EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS) PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL CALL FOR LOCATIONS BEFORE COMMENCING WORK IS PERFORMED ON THE CLOSEST PART OF THOSE CONSTRUCTION PLANS. THIS LIST SERVES AS A GUIDE ONLY AND IS NOT INTENDED TO LIMIT THE UTILITY COMPANIES WHICH THE CONTRACTOR MAY WISH TO NOTIFY.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS AND BONDS IF REQUIRED PRIOR TO CONSTRUCTION.
6. CONSTRUCTION SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
7. ANY DEVIATIONS IN THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.
8. ALL COPIES OF CORRESPONDENCE, CONCRETE AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER AND DESIGN ENGINEER OF RECORD DIRECTLY FROM THE TESTING AGENCY.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A REGISTERED LAND SURVEYOR AND/OR PROFESSIONAL ENGINEER AS REQUIRED BY THE CITY OF FORT PIERCE. THE SURVEY SHALL BE OF COMPLETED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS WILL BE THE CONTRACTORS RESPONSIBILITY.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED ON A SET OF PRINTS KEPT SEPARATE FROM SETS USED FOR CONSTRUCTION PURPOSES. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO JURISDICTIONAL AGENCIES WITHIN 24 HOURS OF THE FIRST DATA SHALL BE COLLECTED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR AND/OR PROFESSIONAL ENGINEER.
11. ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN A MANNER APPROVED BY ALL JURISDICTIONAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED.
12. ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES WITHIN 24 HOURS AFTER DISCOVERY IS MADE.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY. THE CONTRACTOR SHALL NOT PROCEED WITH CONSTRUCTION IN THE AREA OF THE CONFLICT UNTIL THE SAFETY OWNER OR AN ENGINEERING CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.

EROSION CONTROL

1. THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THE EROSION CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED AS SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED SUBMITTALS.
2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE SWPPP AND THE NPDES GENERAL PERMIT FOR CONSTRUCTION ACTIVITY FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S GENERAL PERMIT SERVICE PERMIT AND BECOME FAMILIAR WITH THEIR CONTENTS.
3. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DIRECTED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
4. BEST MANAGEMENT PRACTICES (BMPS) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL WHICHEVER IS MORE APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR ENGINEER.
5. EROSION CONTROL PLAN MUST CLEARLY INDICATE ALL STATE WATER PERMITS FOR ANY CONSTRUCTION ACTIVITY AFFECTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.
6. THE CONTRACTOR SHALL MANAGE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
7. CONTRACTOR SHALL DESIGNATE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE, THE CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TEMP FACILITIES.
8. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE RETAINED AND PROPERLY TREATED OR DISPOSED.
9. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DUST CONTROL ON SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
11. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SOLID WASTE SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE HANDLED IN SUCH A WAY THAT LIGHTING THE PROVISIONS THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR BEYOND THE SITE.
12. ALL STORM WATER INSPECTION PERFORMED ON THIS SHALL BE INITIATED AS SOON AS PRACTICABLE.
13. STABILIZATION PRACTICES SHALL BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY OR FULLY CEASED.
14. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRED IN THESE AREAS. REFER TO SECTION 981 OF THE STANDARD SPECIFICATIONS FOR SEEDING AND MAINTENANCE REQUIREMENTS.
15. IF THE ACCESS OR VEHICLE TRACKING OVER THE DRIVES, CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE VEHICLE MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO PREVENT THE WASH WATER AND DIRT FROM ENTERING BEFORE IT IS CARRIED OFF THE SITE.
16. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DRAINAGE SYSTEM AND PERIMETER THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEM IN COMJUNCTION WITH THE STABILIZATION OF THE SITE.
18. On-SITE & OFF SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
19. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
20. DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION.
21. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY. THIS INCLUDES BACK FILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.

POTABLE WATER AND SANITARY SEWER SYSTEM

1. THE CONTRACTOR SHALL CONSTRUCT GRAVITY SEWER LATERALS, MANHOLES GRAVITY SEWER LINES AND DOMESTIC WATER AND FIRE PROTECTION SYSTEMS AS SHOWN ON THE PLANS AND IN ACCORDANCE WITH THE SPECIFICATIONS. THE CONTRACTOR SHALL FURNISH ALL MACHINERY, TOOLS, MEANS OF TRANSPORTATION AND LABOR NECESSARY TO COMPLETE THE WORK IN FULL AND COMPLETE ACCORDANCE WITH THE SHOWN, DESCRIBED AND REASONABLY INTENDED REQUIREMENTS OF THE CONTRACT DOCUMENTS AND APPLICABLE PERMITS. WHERE REQUIREMENTS OF THE PLANS, SPECIFICATIONS, PERMITS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
2. ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE REGULATIONS REGARDING EXCAVATION. THE COORDINATION IS ACCORDANCE WITH THE NOTICE CONTAINED IN THE GENERAL CONSTRUCTION SECTION OF THESE NOTES.
3. THE CONTRACTOR SHALL RESTORE ALL DISTURBED VEGETATION IN KIND, UNLESS SHOWN OTHERWISE.
4. DEFLECTION OF PIPE JOINTS AND CURVATURE OF PIPE SHALL NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS. SECURELY BRACE PIPE ENDS TO PREVENT MOVEMENT WHILE CONCRETE IS PLACED AND CURED. PROVIDE A CONCRETE THRUST BLOCK AT THE END OF THE PIPE AND AT BENDS LOCATED PER THE PLANS. VALVES SHALL BE PLUMB AND LOCATED ACCORDING TO THE PLANS.
5. ALL PHASES OF INSTALLATION, INCLUDING UNLOADING, TRENCHING, LAYING AND BACK FILLING, SHALL BE DONE IN A FIRST CLASS WORKMANLIKE MANNER. ALL PIPE AND FITTINGS SHALL BE CAREFULLY STORED FOLLOWING MANUFACTURER'S RECOMMENDATIONS. PIPE SHALL BE LAID TO LINE AND GRADE AS SHOWN ON THE PLANS. ALL PIPE SHALL BE INSPECTED FOR DEFECTS IMMEDIATELY BEFORE LAYING AND ANY DEFECTIVE PIPE FOUND AFTER INSTALLATION SHALL BE REMOVED AND REPLACED WITH SOUND PIPE AT THE CONTRACTOR'S EXPENSE. WHEN, IN THE OPINION OF THE ENGINEER OR OWNER, REPAIRS IT LIGHT FOUR USE, SHALL NOT BE USED. ANY PIPE NOT SATISFACTORY FOR USE SHALL BE CLEARLY MARKED AND IMMEDIATELY REMOVED FROM THE JOB SITE, AND SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.
6. WATER FOR FIRE TESTING SHALL BE AVAILABLE FOR USE PRIOR TO CONSTRUCTION BEING BROUGHT ON SITE.
7. ALL UTILITY AND STORM DRAIN TRENCHES LOCATED UNDER AREAS TO RECEIVE PAVING SHALL BE COMPLETELY BACK FILLED IN ACCORDANCE WITH THE GOVERNING JURISDICTIONAL AGENCY'S SPECIFICATIONS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
8. UNDERGROUND LINES SHALL BE SURVEYED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR PRIOR TO BACK FILLING.
9. CONTRACTOR SHALL PERFORM, AT HIS OWN EXPENSE, ANY AND ALL TESTS REQUIRED BY THE SPECIFICATIONS AND/OR ANY JURISDICTIONAL AGENCY. ALL TESTS SHALL BE PERFORMED BY A QUALIFIED TESTING LABORATORY APPROVED BY THE ENGINEER. NOTIFICATION, INSPECTION AND A MINIMUM TEST ON GRAVITY SEWER, IF COMPLETE OF THE TEST RESULTS SHALL BE PROVIDED TO THE UTILITY PROVIDER, OWNER AND JURISDICTIONAL AGENCY AS REQUIRED.

MAINTENANCE

ALL MEASURES STATED ON THE EROSION AND SEDIMENT CONTROL PLANS AND ON THE STORM WATER POLLUTION PREVENTION PLANS, AND ALL MEASURES REQUIRED BY THE GOVERNING JURISDICTIONAL AGENCIES, SHALL BE IMPLEMENTED FOR THE DURATION OF THE STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING OR DETERIORATION.
2. ALL SEDIMENT BASINS SHALL BE DESIGNED REGULARLY TO SEE THAT A GOOD STATE IS MAINTAINED. AREAS SHOULD BE STRUCKED, AND SEDIMENT REMOVED WHEN NECESSARY TO MAINTAIN THE MINIMUM REQUIREMENTS REFER TO SECTION 981 OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION).
3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
4. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
6. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED TO 50 CUBIC YARDS / ACRE.
7. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN 2 CALENDAR DAYS FOLLOWING THE INSPECTION.

STORM DRAINAGE SYSTEM

1. STANDARD INDICES REFER TO THE 2021/2022 EDITION OF F.D.O.T. "STANDARD PLANS FOR ROADWAY CONSTRUCTION"
2. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS III (ASTM C-76) UNLESS OTHERWISE NOTED ON PLANS. ALL DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS UNLESS OTHERWISE NOTED ON PLANS.
3. PIPE LENGTHS SHOWN ARE APPROXIMATE AND TO CENTER OF DRAINAGE STRUCTURES, WITH THE EXCEPTION OF MITERED END AND FLARED END SECTIONS. WHICH ARE NOT INCLUDED IN LENGTHS.
4. ALL DRAINAGE STRUCTURE GRATES AND COVERS, EITHER EXISTING OR PROPOSED SHALL BE TRAFFIC RATED FOR H-20 LOADINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY NECESSARY ADJUSTMENTS TO EXISTING DRAINAGE STRUCTURES.
5. CONSTRUCTION OF THE DRAINAGE SYSTEM AND MAINTENANCE OF STORM WATER ON THE PROJECT SITE SHALL BE COORDINATED SO AS TO PREVENT FLOODING OF ADJACENT PROPERTIES DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY THE FAILURE OF THE FIRST DEFICIENCY OF EQUIPMENT FOR ANY LOSS RESULTING FROM INTERRUPTION OF THE MANUFACTURING OR TRANSPORT OF MATERIALS AND EQUIPMENT DELIVERED TO THE SITE. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE CAUSED BY HIS OPERATIONS.
6. THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORM WATER PIPING PER JURISDICTION REGULATIONS (MANUFACTURER'S RECOMMENDATIONS SHALL BE ATTACHED TO STORM SEWER PERMIT).
7. STORM WATER INLETS, STRUCTURES, MANHOLE COVER AND INSTALLATION PROCEDURES TO BE IN ACCORDANCE WITH SOUTH FLORIDA WATER MANAGEMENT DISTRICT STANDARDS.

PAVING/GRADING TESTING AND INSPECTION

1. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE SOILS ENGINEER. TESTS WILL BE REQUIRED PURSUANT WITH THE SOILS REPORT. UPON COMPLETION OF WORK, THE SOILS ENGINEER WILL SUBMIT CERTIFICATIONS TO THE OWNER AND GRADING ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.

DRAINAGE SYSTEM TESTING AND INSPECTION

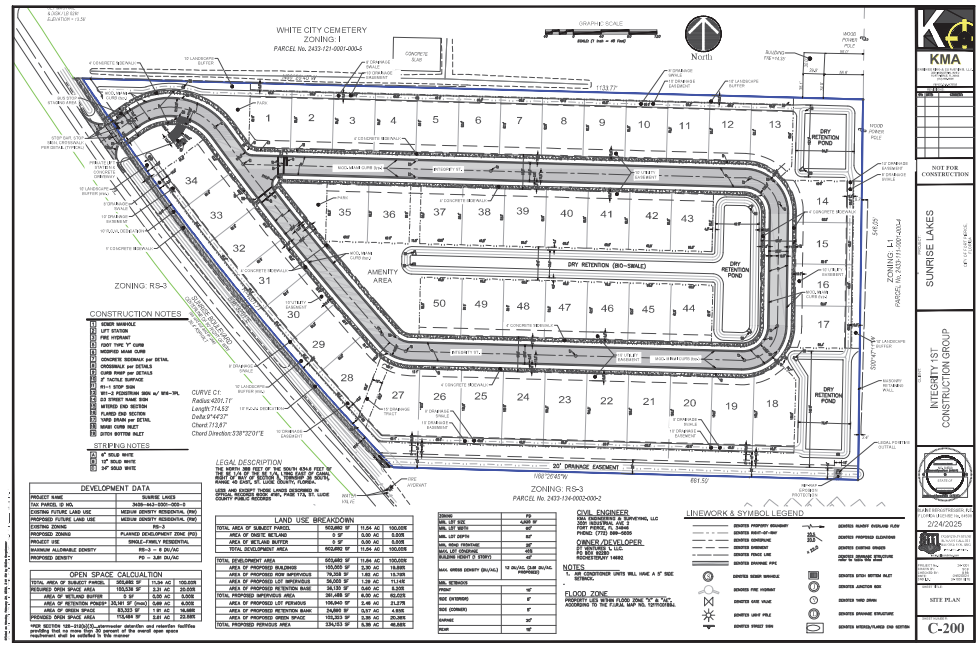
1. THE STORM DRAINAGE PIPING SYSTEM SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL. CONTRACTOR TO NOTIFY THE ENGINEER 3 FULL BUSINESS DAYS IN ADVANCE TO SCHEDULE INSPECTION.
2. THE CONTRACTOR SHALL MAINTAIN AND PROTECT STORM INLET, DITCH, DEBRIS, ETC. THE STORM DRAINAGE SYSTEM UNTIL FINAL ACCEPTANCE OF THE PROJECT BY THE OWNER. THE CONTRACTOR SHALL REQUEST A FINAL INSPECTION OF THE SYSTEM FOR APPROVAL FOR CERTIFICATE OF OCCUPANCY PURPOSES. THE CONTRACTOR MAY BE REQUIRED TO REMOVE PIPES AND MATS AT THE CONTRACTORS EXPENSE AND PRIOR TO FINAL ACCEPTANCE.

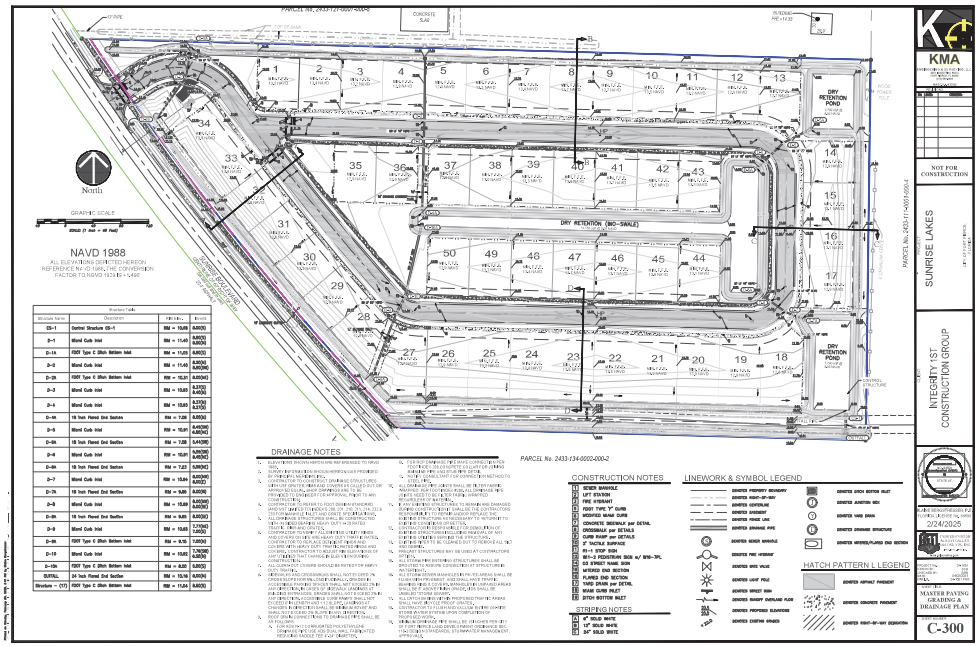
PAVING, GRADING AND DRAINAGE

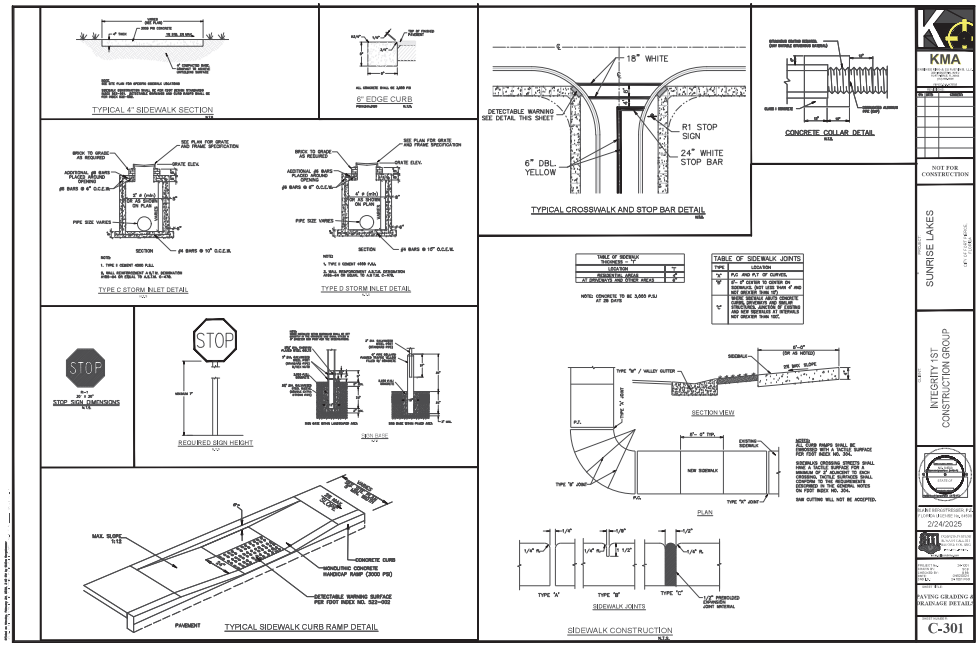
1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN COUNTY'S RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL OR COUNTY SPECIFICATIONS AND STANDARDS (LATEST EDITION) OR FDOT SPECIFICATIONS AND STANDARDS (LATEST EDITION) IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS.
2. ALL UNPAVED AREAS IN EXISTING RIGHTS-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED.
3. TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHWA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
4. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE SWALES AS NECESSARY TO MAINTAIN THE DESIGN FLOW AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
5. ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE SODDED UNLESS INDICATED OTHERWISE ON THE LANDSCAPE PLAN.
6. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.
7. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW CUT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.
8. WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT A MINIMUM OF 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT ELEVATION AS INDICATED.
9. THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.
10. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE EROSION ENGINEER PRIOR TO ANY EXCAVATION.
11. STRIP TOPSOIL AND GRADING WATER FROM ALL AREAS OF THE SITE AS REQUIRED. IN SOME CASES TOPSOIL MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCAPE AREAS BUT ONLY AS DIRECTED BY THE OWNER.
12. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO FDOT STANDARDS, IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
13. ALL AREAS AND SLOPES DISTURBED BY GRADING OPERATIONS SHALL BE SEEDED OR SOD AS PER PLANS. THE AREAS SHALL HAVE BE SEEDED AND MULCHED IMMEDIATELY AFTER FINAL GRADING IS COMPLETED. SEEDING AND MULCHING SHALL ALSO BE DONE IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY REQUIREMENTS. ANY OTHER AREAS DISTURBED FOR THE CONSTRUCTION OF THE JOB SHALL BE SEEDED AND MULCHED AS SHOWN ON THE LANDSCAPE PLAN.
14. ALL CUT OR FILL SLOPES SHALL BE 4 (HORIZONTAL) :1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
16. THE CONTRACTOR SHALL TAKE ALL REQUIRED MEASURES TO CONTROL TURBIDITY, INCLUDING BUT NOT LIMITED TO, THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING BODY OF WATER EXISTS DUE TO THE CONTRACTOR'S OPERATIONS. BARRIERS SHALL BE INSTALLED AND MAINTAINED AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND ASSURED SOIL AREAS ARE STABILIZED. TURBIDITY BARRIERS SHALL NOT BE REMOVED UNTIL CONTRACTOR HAS REMOVED THE BARRIERS AT NO TIME SHALL THERE BE ANY OFF-SITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS IN CHAPTER 17-302, FLORIDA ADMINISTRATIVE CODE.
17. SOD, WHERE CALLED FOR, MUST BE INSTALLED AND MAINTAINED ON EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETING FINAL GRADING OF THE SLOPE. SOD MUST BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE FOLLOWING:
18. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE ENVIRONMENTAL RESOURCE PERMIT, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY SFWMD DISTRICT REPRESENTATIVES.
19. THE CONTRACTOR SHALL ENSURE THAT ISLAND PLANTING AREAS AND OTHER PLANTING AREAS ARE NOT COMPACTED AND DO NOT CONTAIN CONSTRUCTION DEBRIS. THE CONTRACTOR SHALL ENSURE THAT ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY DISPOSED OF IN A LEGAL MANNER.
20. THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORM WATER PIPING PER MANUFACTURER'S RECOMMENDATIONS.

DEMOLITION

1. CONTRACTOR SHALL SUBMIT DEMOLITION SCHEDULE TO OWNER PRIOR TO PROCEEDING WITH DEMOLITION ACTIVITIES.
2. EXT


WHITE CITY CEMETERY
ZONING: I
PARCEL No. 2433-721-0001-000-3
North
GRAPHIC SCALE
20NGS (1 inch = 40 Feet)
ZONING: RS-3
PARCEL No. 2433-134-0002-000-2
ZONING: LI
PARCEL No. 2433-711-0001-000-4
DRY RETENTION POND
DRY RETENTION (BIO-SWALE)
AMENITY AREA
20' DRAINAGE EASEMENT
N89°25'45"W
651.52'
S00°01'15"E
1153.77'
CONSTRUCTION NOTES
SEWER MANHOLE
LIFT STATION
FIRE HYDRANT
FDOT TYPE 'F' CURB
MODIFIED MIAMI CURB
CONCRETE SIDEWALK per DETAIL
CROSSWALK per DETAILS
CURB RAMP per DETAILS
2' TACTILE SURFACE
R1-1 STOP SIGN
W11-2 PEDESTRIAN SIGN w/ W16-7PL
D3 STREET NAME SIGN
MITERED END SECTION
FLARED END SECTION
YARD DRAIN per DETAIL
MIAMI CURB INLET
DITCH BOTTOM INLET
STRIPING NOTES
4" SOLID WHITE
12" SOLID WHITE
24" SOLID WHITE
LEGAL DESCRIPTION
THE SOUTH 330 FEET OF THE SOUTH 826.5 FEET OF THE EAST 660 FEET OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 19 EAST, ST. LUCIE COUNTY, FLORIDA.
LESS AND EXCEPT THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1161, PAGE 173, ST. LUCIE COUNTY PUBLIC RECORDS
DEVELOPMENT DATA
PROJECT NAME: SUNRISE LAKES
TAX PARCEL ID NOS.: 3439-443-0001-000-5
EXISTING FUTURE LAND USE: MEDIUM DENSITY RESIDENTIAL (RM)
PROPOSED FUTURE LAND USE: MEDIUM DENSITY RESIDENTIAL (RM)
EXISTING ZONING: RS-3
PROPOSED ZONING: PLANNED DEVELOPMENT ZONE (PD)
PROJECT USE: SINGLE-FAMILY RESIDENTIAL
MAXIMUM ALLOWABLE DENSITY: RS-3 = 6 DU/AC
PROPOSED DENSITY: PD = 3.81 DU/AC
OPEN SPACE CALCULATION
TOTAL AREA OF SUBJECT PARCEL: 692,692 SF 11.04 AC 100.00%
REQUIRED OPEN SPACE AREA: 155,536 SF 3.31 AC 20.00%
AREA OF WETLAND BUFFER: 0 SF 0.00 AC 0.00%
AREA OF RETENTION POND* 20,141 SF (max) 0.69 AC 6.00%
AREA OF GREEN SPACE: 63,323 SF 1.91 AC 16.88%
PROVIDED OPEN SPACE AREA: 113,464 SF 3.61 AC 22.88%
*PER SECTION 166-310(b)(3)...stormwater detention and retention facilities providing that no more than 50 percent of the overall open space requirement shall be satisfied in this manner
LAND USE BREAKDOWN
TOTAL AREA OF SUBJECT PARCEL: 692,692 SF 11.04 AC 100.00%
AREA OF ONSITE WETLAND: 0 SF 0.00 AC 0.00%
AREA OF WETLAND BUFFER: 0 SF 0.00 AC 0.00%
TOTAL DEVELOPMENT AREA: 692,692 SF 11.04 AC 100.00%
TOTAL DEVELOPMENT AREA: 692,692 SF 11.04 AC 100.00%
AREA OF PROPOSED BUILDINGS: 155,505 SF 3.57 AC 19.85%
AREA OF PROPOSED ROW IMPERVIOUS: 79,308 SF 1.82 AC 13.79%
AREA OF PROPOSED LOT IMPERVIOUS: 56,005 SF 1.29 AC 11.11%
AREA OF PROPOSED RETENTION BASE: 36,135 SF 0.83 AC 6.30%
TOTAL PROPOSED IMPERVIOUS AREA: 391,486 SF 8.99 AC 56.53%
AREA OF PROPOSED LOT PERVIOUS: 159,940 SF 3.40 AC 21.27%
AREA OF PROPOSED RETENTION BASE: 34,869 SF 0.77 AC 4.95%
AREA OF PROPOSED GREEN SPACE: 103,323 SF 3.35 AC 20.26%
TOTAL PROPOSED PERVIOUS AREA: 334,333 SF 6.39 AC 48.83%
ZONING: RS-3
MIN. LOT SIZE: 4,000 SF
MIN. LOT WIDTH: 60'
MIN. LOT DEPTH: 80'
MIN. HOME FRONTAGE: 20'
MAX. BUILDING HEIGHT: 35'
BUILDING DENSITY (1 STORY): 40'
MAX. GROSS DENSITY (DU/AC): 12 DU/AC, CUP (RU/AC PROPOSED)
MIN. SETBACKS
FRONT: 10'
SIDE (INTERIOR): 5'
SIDE (CORNER): 5'
GARAGE: 20'
REAR: 10'
CIVIL ENGINEER
KMA ENGINEERING & SURVEYING, LLC
1515 SW 30TH AVE
FORT PIERCE, FL 34946
PHONE: (772) 595-0035
OWNER/DEVELOPER
SUNRISE LAKES, LLC
P.O. BOX 93330
ROCHESTER NY 14692
NOTES
1. AIR CONDITIONER UNITS WILL HAVE A 5' SIDE SETBACK.
FLOOD ZONE
PROPERTY LIES WITHIN FLOOD ZONE "X" & "AE", ACCORDING TO THE FLOOD RATE MAP NO. 12111C0185G.
LINEWORK & SYMBOL LEGEND
EXISTING PROPERTY BOUNDARY
EXISTING RIGHT-OF-WAY
EXISTING EASEMENT
EXISTING FENCE LINE
EXISTING DRAINAGE PIPE
EXISTING SEWER MANHOLE
EXISTING FIRE HYDRANT
EXISTING GAS VALVE
EXISTING UTILITY POLE
EXISTING STREET SIGN
EXISTING DITCH BOTTOM INLET
EXISTING JUNCTION BOX
EXISTING YARD DRAIN
EXISTING DRAINAGE STRUCTURE
EXISTING MITERED/FLARED END SECTION
EXISTING PROPOSED ELEVATIONS
EXISTING CONTOUR GRADES
EXISTING DRAINAGE DIVERSION FLOW TO SWALE AND BASIN
EXISTING RUNOFF OVERLAND FLOW
PROPOSED CONTOUR GRADES
PROPOSED DRAINAGE PIPE
PROPOSED SEWER MANHOLE
PROPOSED GAS VALVE
PROPOSED UTILITY POLE
PROPOSED STREET SIGN
PROPOSED RUNOFF OVERLAND FLOW
PROPOSED PROPOSED ELEVATIONS
PROPOSED EXISTING GRADES
PROPOSED DITCH BOTTOM INLET
PROPOSED JUNCTION BOX
PROPOSED YARD DRAIN
PROPOSED DRAINAGE STRUCTURE
PROPOSED MITERED/FLARED END SECTION
KMA
NOT FOR CONSTRUCTION
SUNRISE LAKES
INTEGRITY 1ST CONSTRUCTION GROUP
2/24/2025
SITE PLAN
C-200


PARCEL No. 2433-721-0001-000-3
PARCEL No. 2433-134-0002-000-2
North
GRAPHIC SCALE
20NGS (1 inch = 40 Feet)
NAVD 1988
ALL ELEVATIONS SHOWN HEREON REFERENCE NAVD 1988, THE CONVERSION FACTOR TO NGVD 1929 IS -1.456'
DRY RETENTION (BIO-SWALE)
DRY RETENTION POND
DRAINAGE NOTES
CONSTRUCTION NOTES
LINEWORK & SYMBOL LEGEND
HATCH PATTERN L LEGEND
STRIPING NOTES
4" SOLID WHITE
12" SOLID WHITE
24" SOLID WHITE
KMA
NOT FOR CONSTRUCTION
SUNRISE LAKES
INTEGRITY 1ST CONSTRUCTION GROUP
2/24/2025
MASTER PAVING GRADING & DRAINAGE PLAN
C-300



KMA

NOT FOR CONSTRUCTION

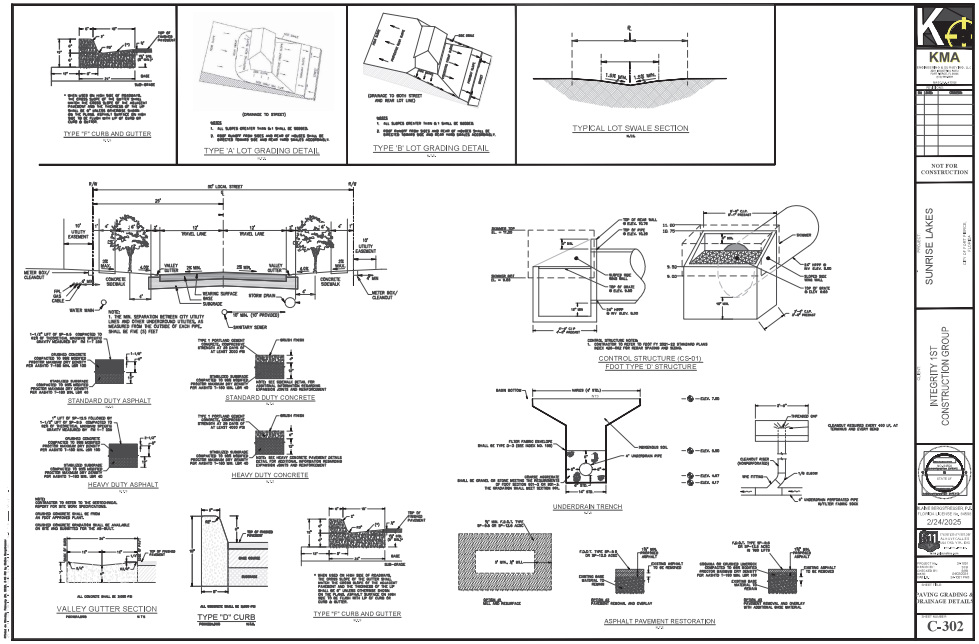
SUNRISE LAKES

INTEGRITY 1ST CONSTRUCTION GROUP

2/24/2025

PAVING GRADING & DRAINAGE DETAILS

C-301



KMA

NOT FOR CONSTRUCTION

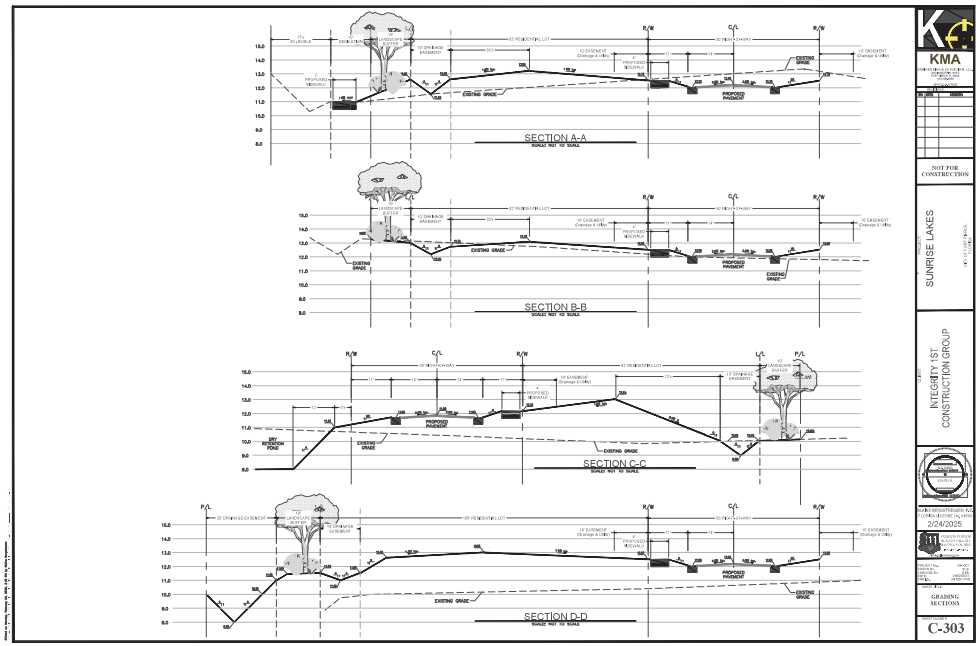
SUNRISE LAKES

INTEGRITY 1ST CONSTRUCTION GROUP

2/24/2025

PAVING GRADING & DRAINAGE DETAILS

C-302



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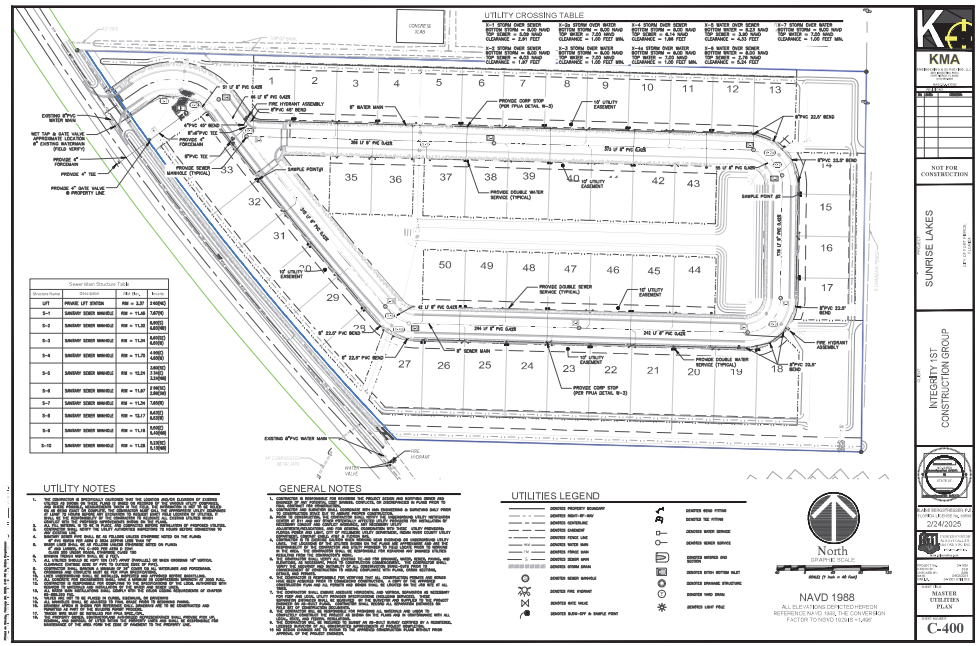
SUNRISE LAKES

INTEGRITY 1ST CONSTRUCTION GROUP

2/24/2025

GRADING SECTIONS

C-303



KMA

NOT FOR CONSTRUCTION

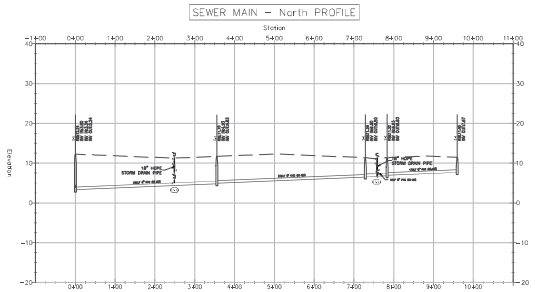
SUNRISE LAKES

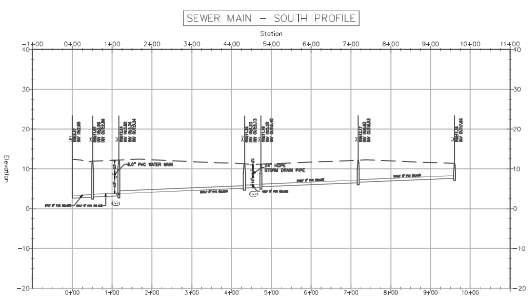
INTEGRITY 1ST CONSTRUCTION GROUP

2/24/2025

MASTER UTILITIES PLAN

C-400





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NOT FOR CONSTRUCTION

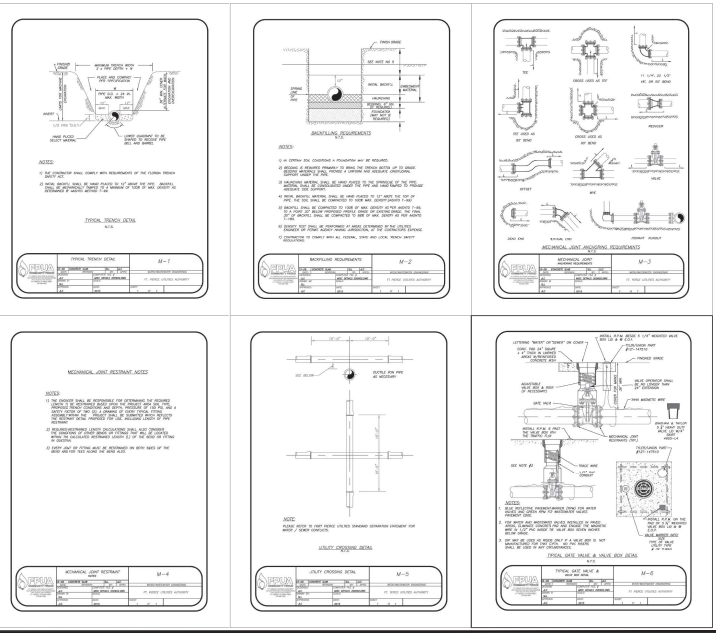
SUNRISE LAKES

INTEGRITY 1ST CONSTRUCTION GROUP

2/24/2025

SEWER PROFILES

C-401



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NOT FOR CONSTRUCTION

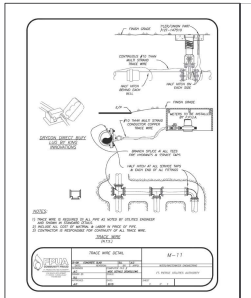
SUNRISE LAKES

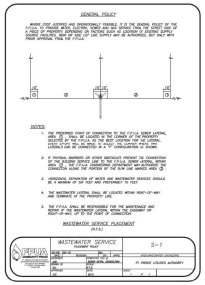
INTEGRITY 1ST CONSTRUCTION GROUP

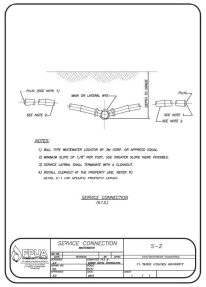
2/24/2025

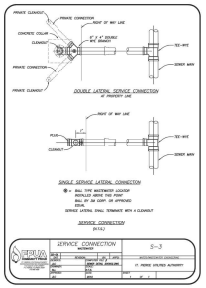
FPLA DETAILS-21

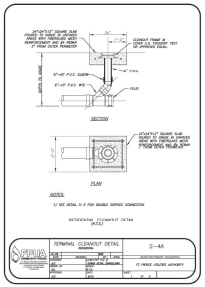
C-500

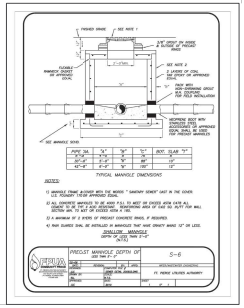












KMA

NOT FOR CONSTRUCTION

PROJECT
SUNRISE LAKES

LOT 27 LOT 27 PHASE 1

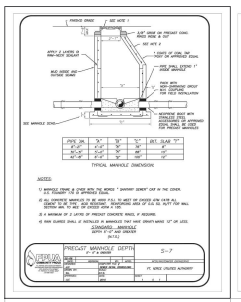
AUTH
INTEGRITY 1ST CONSTRUCTION GROUP

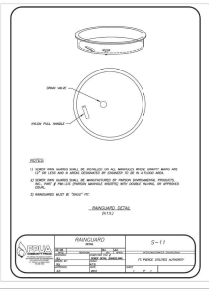
2/24/2025

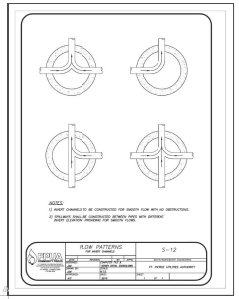
PROJECT No. 24-020
DRAWN BY: JC
CHECKED BY: JC

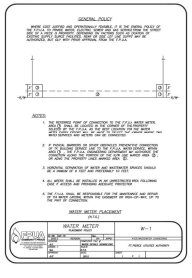
SHEET TITLE
PVPLA DETAILS-02

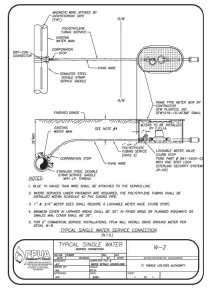
SHEET NUMBER
C-501

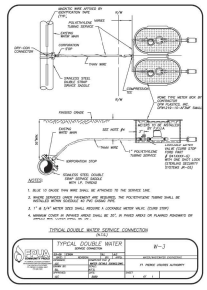












KMA

NOT FOR CONSTRUCTION

PROJECT
SUNRISE LAKES

LOT 27 LOT 27 PHASE 1

AUTH
INTEGRITY 1ST CONSTRUCTION GROUP

2/24/2025

PROJECT No. 24-020
DRAWN BY: JC
CHECKED BY: JC

SHEET TITLE
PVPLA DETAILS-03

SHEET NUMBER
C-502

TYPICAL FIRE HYDRANT ASSEMBLY
(N.T.S.)

BACTERIOLOGICAL SAMPLING POINT @ FIRE HYDRANT
(N.T.S.)

BACTERIOLOGICAL SAMPLING POINT @ WATER MAIN
(N.T.S.)

NOTE:
AFTER TESTING REMOVE 1" P.C. LINE AND CAP WITH BRASS PLUG OF EQUIVALENT TYPE

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES

1. ALL CONSTRUCTION MATERIAL INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. WATER MAINS WHERE SPECIFIED AS POLYVINYL CHLORIDE (PVC) SHALL CONFORM TO AWWA C-900 FOR CLASS PRESSURE CLASS 150 (DR 18). WATER MAINS WHERE SPECIFIED AS POLYETHYLENE (PE) SHALL CONFORM TO AWWA C-906 FOR PRESSURE CLASS 160 (DR 11). ALL PIPE SHALL BE BLUE IN COLOR AND SHALL BE MARKED FOR DIRECT BURY. USE 11 1/4" DIRECTIONAL BORING, AND USE 2 FOR 2 INCH AND SMALLER PROVIDED
3. [illegible]
4. POLYVINYL CHLORIDE WATER MAIN SHALL BE BLUE IN COLOR OR MUST BE CLAD WITH BLUE STRIPES. POLYETHYLENE WATER MAIN SHALL BE BLUE IN COLOR. ALL PIPE SHALL BE MARKED FOR DIRECT BURY. USE 11 1/4" DIRECTIONAL BORING, AND USE 2 FOR 2 INCH AND SMALLER PROVIDED IN SIZE OF MARKING ON PIPE SHALL SET FORTH THE SIZE OF IDENTIFICATION OF PIPE.
5. FITTINGS SHALL BE DUCTILE IRON CONFORMING TO AWS/AWWA C-110/A21.10 CLASS 250 WALL CEMENT LINED AND VACUUM SEALED
6. GATE VALVES SHALL BE RESILIENT WEDGED GATE; AWWA C509-09/C515, AMERICAN OR APPROVED EQUIVALENT. ALL VALVES SHALL BE OPERATED BY A 2" SQUARE NUT.
7. WATER LINES SHALL BE DISINFECTED AND COMPLETED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL FURNISH CERTIFIED REPORT DATA AS REQUIRED BY FPUA. WATER SHALL NOT BE PUT INTO SERVICE UNTIL BACTERIOLOGICAL TESTS HAVE BEEN SATISFACTORILY COMPLETED. WORK SHALL NOT BE CONSIDERED COMPLETE UNTIL WORK HAS SATISFACTORILY BEEN ACCEPTED BY FPUA. ALL TESTING AND DISINFECTION OF LINES, AS FIELD ASSURANCE, THE CONTRACTOR REQUIREMENTS SHALL NOT BE CONSIDERED COMPLETE UNTIL WORK HAS SATISFACTORILY BEEN ACCEPTED BY FPUA.
8. NO FIELD CHANGES OR DEVIATIONS FROM THE SYSTEM SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE FPUA ENGINEER AND TO CONSTRUCTION STANDARDS.
9. [illegible]
10. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, FPUA, AND CITY/ QUALIFIED ENGINEER SHALL BE SCHEDULED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
11. WATER CONTROL MANAGERS, ETC. SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS.
12. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE CONTRACTOR, FPUA, AND CITY/ QUALIFIED ENGINEER SHALL BE SCHEDULED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
13. WATER LINES SHALL BE AT GRADES EQUIVALENT AS APPROVED BY THE UTILITY DIVISION AND CITY/ QUALIFIED ENGINEER. PIPES WITH COVER LESS THAN 30 INCHES SHALL BE CONSTRUCTED TO INSTALL IRON PIPE.
14. DISTURBED AREAS SHALL BE RESTORED IN CONFORMANCE WITH THE APPLICABLE GOVERNING AGENCY REQUIREMENTS.
15. [illegible]
16. EXISTING UTILITIES AND DRAINAGE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY CONTRACTOR.
17. WATER MAINS SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE APPLICABLE FLORIDA STANDARDS OF SUBMARGINAL PROTECTION AND AWWA C-651 FOR DISINFECTION.

FORT PIERCE UTILITIES AUTHORITY WASTEWATER CONSTRUCTION NOTES

1. ALL CONSTRUCTION MATERIAL INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. GRAVITY SEWER MAIN SHALL BE POLYVINYL CHLORIDE (SDR-26) UNLESS OTHERWISE NOTED. ALL PIPE SHALL BE MANUFACTURED AND INSTALLED AND WITH "GENERIC" MARKED ON PIPE.
3. THE MANHOLE BASE SHALL BE SET ON A 3000 PSI CONCRETE BASE.
4. THE MANHOLE BASE SHALL BE SET ON A 3000 PSI CONCRETE BASE. ALL JOINTS SHALL BE WATERTIGHT AND SHALL UTILIZE RESILIENT RUBBER GASKETS. ALL MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED REPORT DATA AS REQUIRED BY FPUA. SEWER SHALL NOT BE PUT INTO SERVICE UNTIL BACTERIOLOGICAL TESTS HAVE BEEN SATISFACTORILY COMPLETED. WORK SHALL NOT BE CONSIDERED COMPLETE UNTIL WORK HAS SATISFACTORILY BEEN ACCEPTED BY FPUA. ALL TESTING AND DISINFECTION OF LINES, AS FIELD ASSURANCE, THE CONTRACTOR REQUIREMENTS SHALL NOT BE CONSIDERED COMPLETE UNTIL WORK HAS SATISFACTORILY BEEN ACCEPTED BY FPUA.
5. NO FIELD CHANGES OR DEVIATIONS FROM THE SYSTEM SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE FPUA ENGINEER AND TO CONSTRUCTION STANDARDS.
6. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, FPUA, AND CITY/ QUALIFIED ENGINEER SHALL BE SCHEDULED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
7. WATER CONTROL MANAGERS, ETC. SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND SPECIFICATIONS.
8. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE CONTRACTOR, FPUA, AND CITY/ QUALIFIED ENGINEER SHALL BE SCHEDULED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
9. WATER LINES SHALL BE AT GRADES EQUIVALENT AS APPROVED BY THE UTILITY DIVISION AND CITY/ QUALIFIED ENGINEER. PIPES WITH COVER LESS THAN 30 INCHES SHALL BE CONSTRUCTED TO INSTALL IRON PIPE.
10. DISTURBED AREAS SHALL BE RESTORED IN CONFORMANCE WITH THE APPLICABLE GOVERNING AGENCY REQUIREMENTS.
11. [illegible]
12. EXISTING UTILITIES AND DRAINAGE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY CONTRACTOR.
13. WATER MAINS SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE APPLICABLE FLORIDA STANDARDS OF SUBMARGINAL PROTECTION AND AWWA C-651 FOR DISINFECTION.

STANDARD SEPARATION STATEMENT FOR
WATER / SEWER CONFLICTS

1. SANITARY SEWER, STORM SEWER, AND SEPTIC TANK(S) SHOULD CROSS UNDER WATER WHENEVER POSSIBLE. WATER MAINS SHALL BE LAID IN SEPARATE TRENCHES WITH THE BOTTOM OF THE WATER MAIN AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER. WHENEVER POSSIBLE, THE HORIZONTAL SEPARATION SHALL BE 10 FEET BETWEEN WATER MAINS AND SANITARY SEWER, STORM SEWER, OR SEPTIC TANK(S).

WHERE WATER MAIN CROSS SEWER, STORM SEWER OR FORCE MAIN, THE LENGTH OF PIPE SHALL BE CENTERED AT THE POINT OF CROSSING SO THAT THE JOINTS WILL BE EQUIDISTANT AT EACH CROSSING THAT SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL SEWER JOINTS. WHERE A WATER MAIN CROSSES UNDER A SEWER, STORM SEWER OR FORCE MAIN, THE SEWER SHALL BE CONSTRUCTED OF SLIP JOINT PIPE. WHERE A WATER MAIN CROSSES OVER A SEWER, STORM SEWER OR FORCE MAIN, THE SEWER SHALL BE CONSTRUCTED OF SLIP JOINT PIPE. WHERE A WATER MAIN CROSSES UNDER AN EXISTING SEWER, STORM SEWER OR FORCE MAIN WITH LESS THAN 18 INCHES OF VERTICAL SEPARATION, THE WATER MAIN SHALL BE RELOCATED UNDER PART 8 OF CHAPTER 62-610, F.A.C.

2. WHERE WATER MAINS CROSS UNDER SEWERS, STORM SEWERS, OR FORCE MAINS, A VERTICAL CLEARANCE, BOTH FOR PIPES AND FOR COUPLINGS, OF AT LEAST SIX INCHES SHALL BE MAINTAINED. CONSTRUCTION OF WATER MAINS SHALL BE CONSTRUCTED OF SLIP JOINT PIPE. WHERE A WATER MAIN CROSSES UNDER A SEWER, STORM SEWER OR FORCE MAIN, THE SEWER SHALL BE CONSTRUCTED OF SLIP JOINT PIPE. WHERE A WATER MAIN CROSSES OVER A SEWER, STORM SEWER OR FORCE MAIN, THE SEWER SHALL BE CONSTRUCTED OF SLIP JOINT PIPE. WHERE A WATER MAIN CROSSES UNDER AN EXISTING SEWER, STORM SEWER OR FORCE MAIN WITH LESS THAN 18 INCHES OF VERTICAL SEPARATION, THE WATER MAIN SHALL BE RELOCATED UNDER PART 8 OF CHAPTER 62-610, F.A.C.

3. A MINIMUM 6-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN WATER MAINS AND SANITARY SEWER, STORM SEWER, OR FORCE MAIN. WHERE THIS SEPARATION CANNOT BE ACHIEVED, THE PIPES SHALL BE CONSTRUCTED OF SLIP JOINT PIPE. WHERE A WATER MAIN CROSSES UNDER A SEWER, STORM SEWER OR FORCE MAIN, THE SEWER SHALL BE CONSTRUCTED OF SLIP JOINT PIPE. WHERE A WATER MAIN CROSSES OVER A SEWER, STORM SEWER OR FORCE MAIN, THE SEWER SHALL BE CONSTRUCTED OF SLIP JOINT PIPE. WHERE A WATER MAIN CROSSES UNDER AN EXISTING SEWER, STORM SEWER OR FORCE MAIN WITH LESS THAN 18 INCHES OF VERTICAL SEPARATION, THE WATER MAIN SHALL BE RELOCATED UNDER PART 8 OF CHAPTER 62-610, F.A.C.

4. A MINIMUM 6-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN WATER MAINS AND SANITARY SEWER, STORM SEWER, OR FORCE MAIN. WHERE THIS SEPARATION CANNOT BE ACHIEVED, THE PIPES SHALL BE CONSTRUCTED OF SLIP JOINT PIPE. WHERE A WATER MAIN CROSSES UNDER A SEWER, STORM SEWER OR FORCE MAIN, THE SEWER SHALL BE CONSTRUCTED OF SLIP JOINT PIPE. WHERE A WATER MAIN CROSSES OVER A SEWER, STORM SEWER OR FORCE MAIN, THE SEWER SHALL BE CONSTRUCTED OF SLIP JOINT PIPE. WHERE A WATER MAIN CROSSES UNDER AN EXISTING SEWER, STORM SEWER OR FORCE MAIN WITH LESS THAN 18 INCHES OF VERTICAL SEPARATION, THE WATER MAIN SHALL BE RELOCATED UNDER PART 8 OF CHAPTER 62-610, F.A.C.

5. A MINIMUM 6-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN WATER MAINS AND SANITARY SEWER, STORM SEWER, OR FORCE MAIN. WHERE THIS SEPARATION CANNOT BE ACHIEVED, THE PIPES SHALL BE CONSTRUCTED OF SLIP JOINT PIPE. WHERE A WATER MAIN CROSSES UNDER A SEWER, STORM SEWER OR FORCE MAIN, THE SEWER SHALL BE CONSTRUCTED OF SLIP JOINT PIPE. WHERE A WATER MAIN CROSSES OVER A SEWER, STORM SEWER OR FORCE MAIN, THE SEWER SHALL BE CONSTRUCTED OF SLIP JOINT PIPE. WHERE A WATER MAIN CROSSES UNDER AN EXISTING SEWER, STORM SEWER OR FORCE MAIN WITH LESS THAN 18 INCHES OF VERTICAL SEPARATION, THE WATER MAIN SHALL BE RELOCATED UNDER PART 8 OF CHAPTER 62-610, F.A.C.

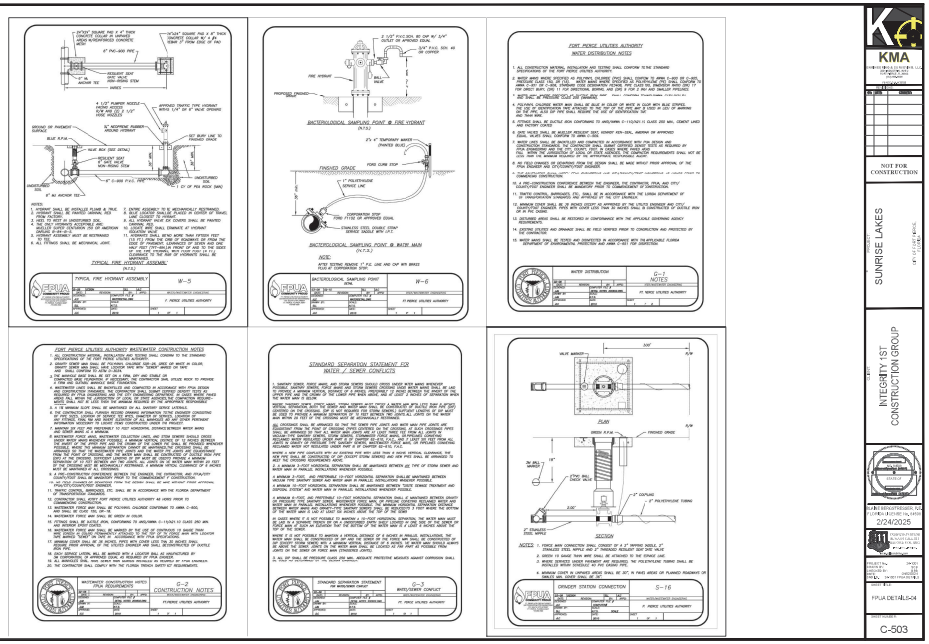
6. AT SLIGHT ANGLES IT IS NOT POSSIBLE TO MAINTAIN A 10-FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID AT LEAST 10 FEET FROM THE SEWER, STORM SEWER OR FORCE MAIN AT THE POINT OF CROSSING AND THE BOTTOM OF THE WATER MAIN SHALL BE LAID AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER, STORM SEWER OR FORCE MAIN.

7. WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL SEPARATION OF 6 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF SLIP JOINT PIPE OR THE PIPES ARE PLACED IN SEPARATE TRENCHES WITH THE BOTTOM OF SEWER, STORM SEWER, OR FORCE MAIN AT LEAST 6 FEET HIGHER THAN THE TOP OF THE WATER MAIN. WHERE A VERTICAL SEPARATION OF 6 INCHES CANNOT BE MAINTAINED, THE WATER MAIN SHALL BE CONSTRUCTED OF SLIP JOINT PIPE OR THE PIPES ARE PLACED IN SEPARATE TRENCHES WITH THE BOTTOM OF SEWER, STORM SEWER, OR FORCE MAIN AT LEAST 6 FEET HIGHER THAN THE TOP OF THE WATER MAIN.

8. NO SLIP SHALL BE PERFORMED CLOSE (50 MIN. ANTICLATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE TAKEN.

DRAINAGE STATION CONNECTION
(N.T.S.)

NOTES:
1. FORCE MAIN CONNECTION SHALL CONSIST OF A 2" TAPPING SADDLE, 2" GATE VALVE AND VALVE BOX AS MANUFACTURED BY MUELLER OR APPROVED EQUAL.
2. GREEN 12 GAUGE TWIN WIRE SHALL BE ATTACHED TO THE FORCE MAIN.
3. WHERE SERVICES LINES PREVENTS ARE REQUIRED, THE POLYETHYLENE TUBING SHALL BE INSTALLED WITH SUFFICIENT TO PVC CASING PIPE.
4. MINIMUM COVER IN UNPAVED AREAS SHALL BE 30", IN PAVED AREAS OF PLANNED ROADWAYS OF SHALL BE 42" MINIMUM COVER.



KMA
CIVIL ENGINEERING
PLANNING
SURVEYING

NO. DATE DESCRIPTION
REVISIONS

NOT FOR CONSTRUCTION

PROJECT
SUNRISE LAKES
LOT 1 & LOT 2 PLAT NO. 1

OWNER
INTEGRITY 1ST CONSTRUCTION GROUP

SEAL

ALL WORK PERFORMED AND CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE FPUA STANDARDS

DATE
2/24/2025

PROJECT NO. 24-030
DESIGNED BY: CHECKED BY:
DRAWN BY: CHECKED BY:

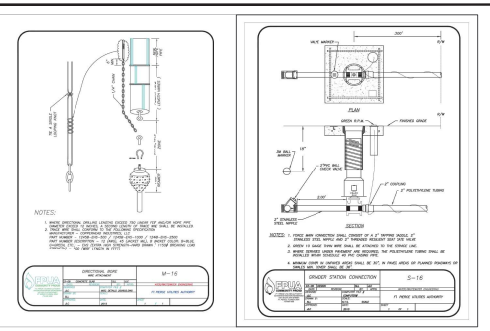
SHEET TITLE
FPUA DETAILS-04

SHEET NUMBER
C-503

NOTES:
1. WATER DIRECTIONAL DRILLING LIMITED CHOICE TWO LAUGHS TYPE AGLUTIN LIGHT DUTY.
2. TRACE WIRE SHALL FOLLOW ALL PVC PIPE INSTALLED. TRACE WIRE SHALL BE INSTALLED IN THE FOLLOWING ENVIRONMENT.
PART NUMBER - 10GA-2UA-500 / 10GA-2RC-1000 / 10GA-2UA-2500
MANUFACTURER - COPPERHEAD INDUSTRIES, LLC 2121 SAND WASH ROAD, MOBILE, ALABAMA 36615
MARKING TAPE - 3M 1410A WIDE DETECTA-TAPE 350MM 1 1/2MM DETAILED CORE THICKNESS, 1" NO. 4000 (1INCH IN 4YDS)

DRAINAGE STATION CONNECTION
(N.T.S.)

NOTES:
1. FORCE MAIN CONNECTION SHALL CONSIST OF A 2" TAPPING SADDLE, 2" GATE VALVE AND VALVE BOX AS MANUFACTURED BY MUELLER OR APPROVED EQUAL.
2. GREEN 12 GAUGE TWIN WIRE SHALL BE ATTACHED TO THE FORCE MAIN.
3. WHERE SERVICES LINES PREVENTS ARE REQUIRED, THE POLYETHYLENE TUBING SHALL BE INSTALLED WITH SUFFICIENT TO PVC CASING PIPE.
4. MINIMUM COVER IN UNPAVED AREAS SHALL BE 30", IN PAVED AREAS OF PLANNED ROADWAYS OF SHALL BE 42" MINIMUM COVER.



KMA
CIVIL ENGINEERING
PLANNING
SURVEYING

NO. DATE DESCRIPTION
REVISIONS

NOT FOR CONSTRUCTION

PROJECT
SUNRISE LAKES
LOT 1 & LOT 2 PLAT NO. 1

OWNER
INTEGRITY 1ST CONSTRUCTION GROUP

SEAL

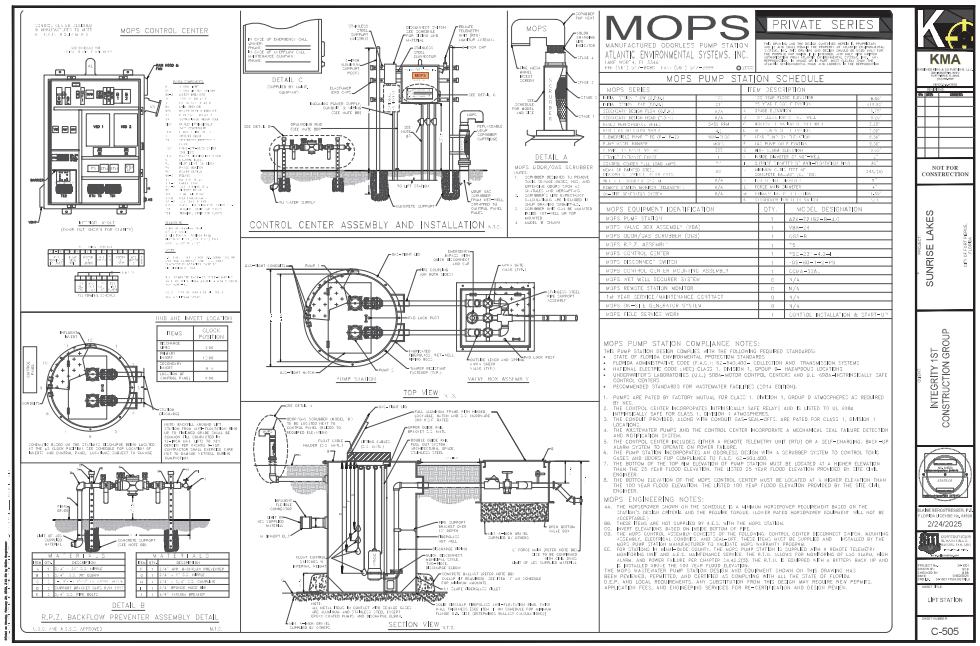
ALL WORK PERFORMED AND CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE FPUA STANDARDS

DATE
2/24/2025

PROJECT NO. 24-030
DESIGNED BY: CHECKED BY:
DRAWN BY: CHECKED BY:

SHEET TITLE
FPUA DETAILS-05

SHEET NUMBER
C-504



KMA

NOT FOR CONSTRUCTION

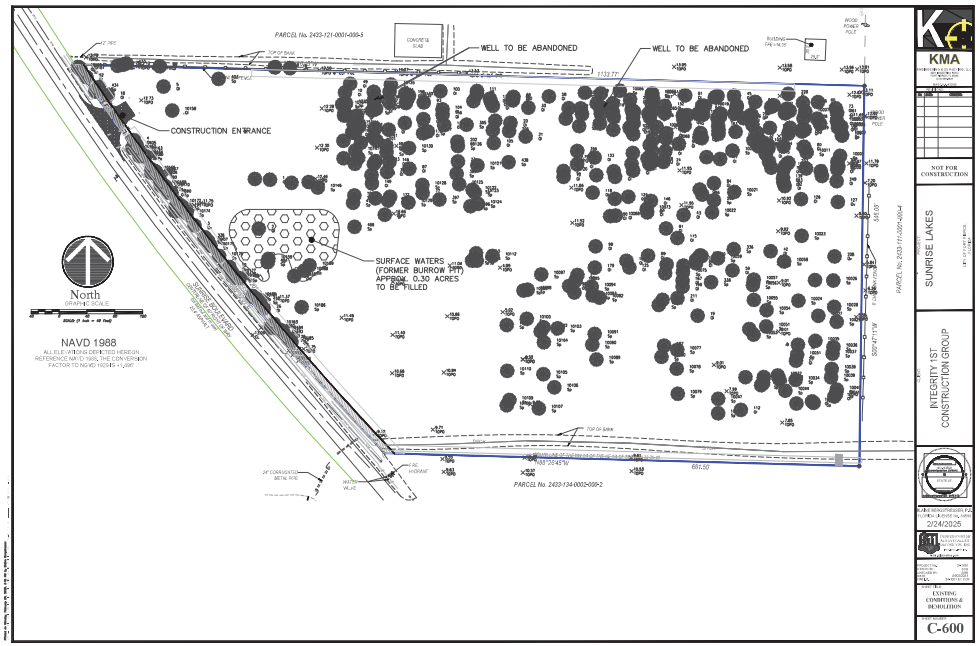
SUNRISE LAKES

INTEGRITY 1ST CONSTRUCTION GROUP

2/24/2025

LIFT STATION

C-505



KMA

NOT FOR CONSTRUCTION

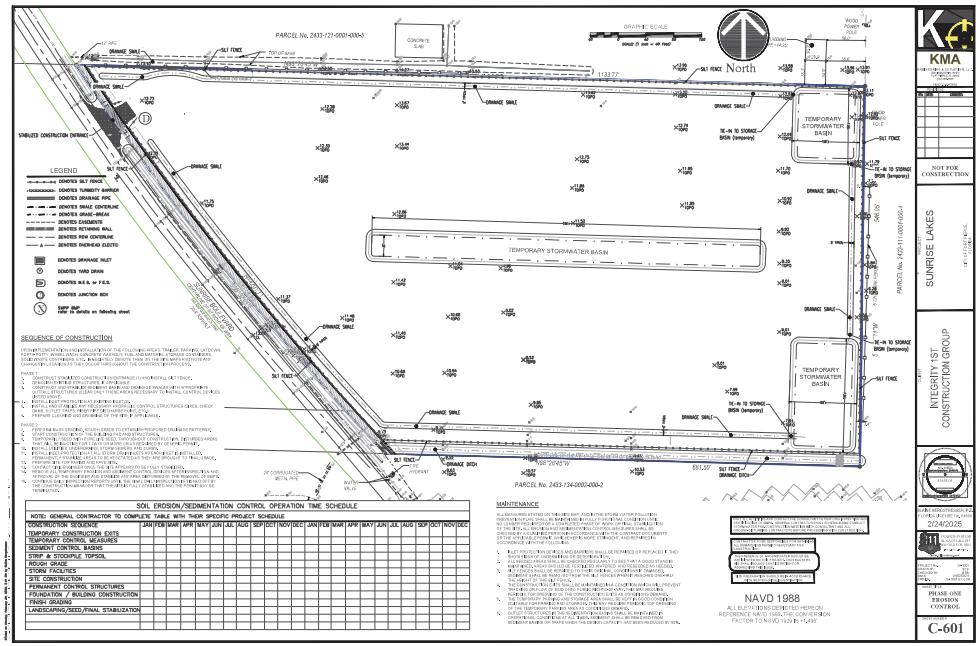
SUNRISE LAKES

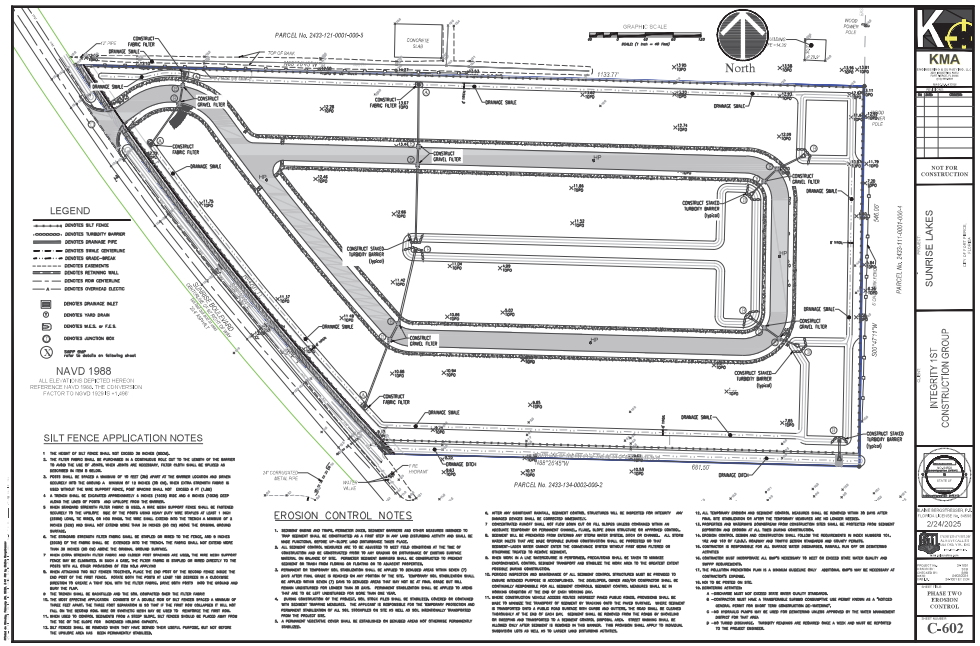
INTEGRITY 1ST CONSTRUCTION GROUP

2/24/2025

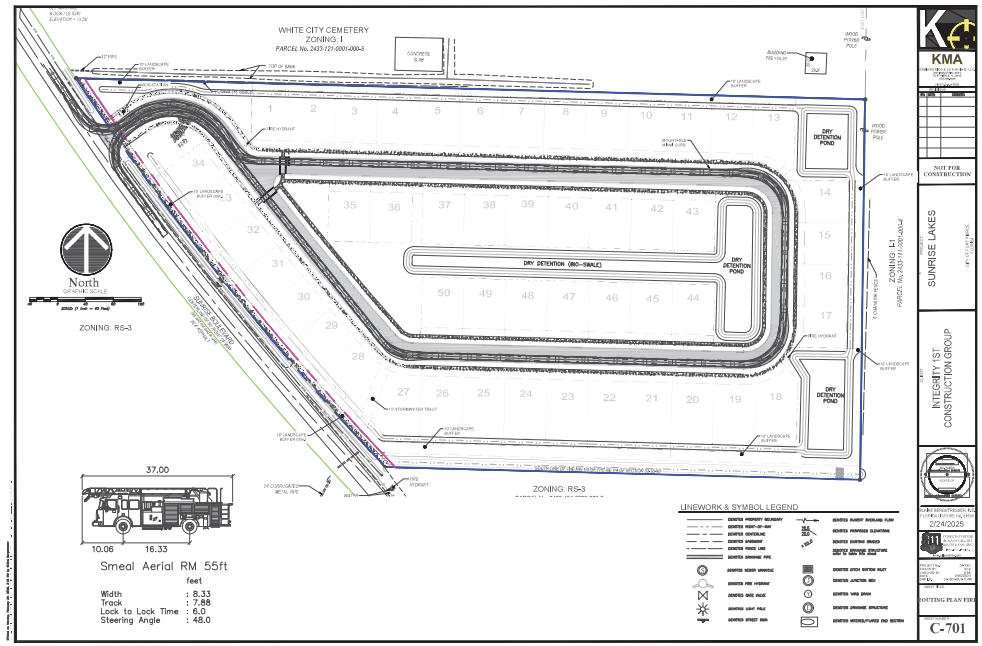
EXISTING CONDITIONS & INCREMENTS

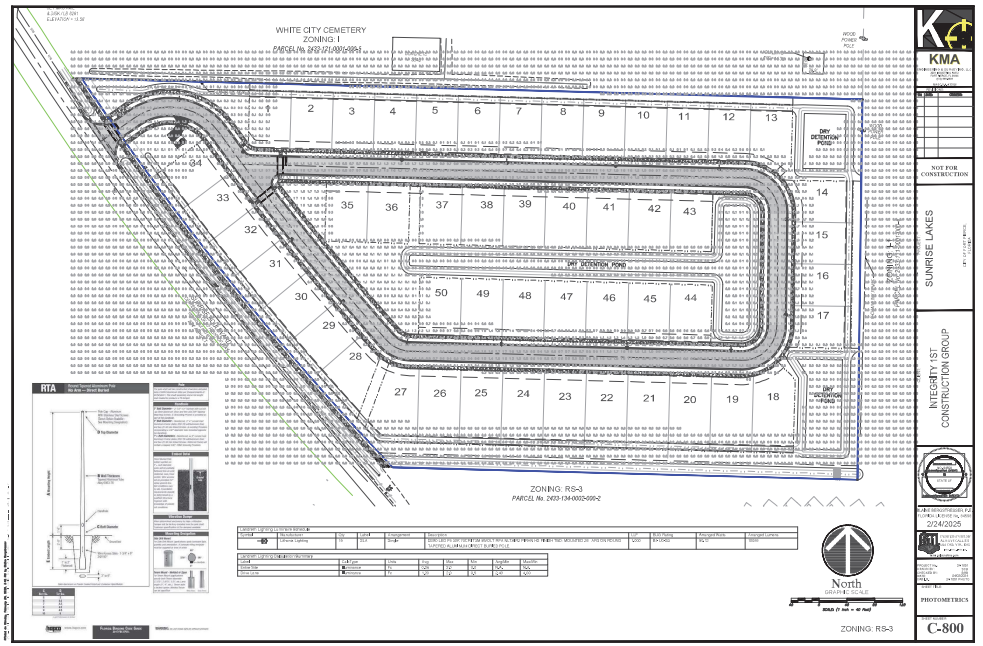
C-600


PARCEL No. 2433-121-0001-000-5
PARCEL No. 2433-134-0002-000-2
PARCEL No. 2433-111-0001-000-4
GRAPHIC SCALE
1" = 100'
North
LEGEND
DENOTES SILT FENCE
DENOTES TURBIDITY BARRIER
DENOTES DRAINAGE PIPE
DENOTES SWALE CENTERLINE
DENOTES GRADE-BREAK
DENOTES EASEMENTS
DENOTES RETAINING WALL
DENOTES ROW CENTERLINE
DENOTES OVERHEAD ELECTRIC
DENOTES DRAINAGE INLET
DENOTES YARD DRAIN
DENOTES M.E.S. or F.E.S.
DENOTES JUNCTION BOX
SEE SHEET NO. 2
REFER TO details on following sheet
STABILIZED CONSTRUCTION ENTRANCE
TEMPORARY STORMWATER BASIN
TEMPORARY STORMWATER BASIN (temporary)
TE-IN TO STORAGE BASIN (temporary)
SILT FENCE
DRAINAGE SWALE
DRAINAGE DITCH
24" CORRUGATED METAL PIPE
WATER VALVE
HYDRANT
SEQUENCE OF CONSTRUCTION
PHASE 1
PHASE 2
MAINTENANCE
NAVD 1988
ALL ELEVATIONS DEPICTED HEREON
REFERENCE NAVD 1988, THE CONVERSION
FACTOR TO NGVD 1929 IS +1.266
SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE
NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE
CONSTRUCTION SEQUENCE
JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
TEMPORARY CONSTRUCTION EXITS
TEMPORARY CONTROL MEASURES
SEDIMENT CONTROL BASINS
STRIP & STOCKPILE TOPSOIL
ROUGH GRADE
STORM FACILITIES
SITE CONSTRUCTION
PERMANENT CONTROL STRUCTURES
FOUNDATION / BUILDING CONSTRUCTION
FINISH GRADING
LANDSCAPING/SEED/FINAL STABILIZATION
KMA
NOT FOR CONSTRUCTION
SUNRISE LAKES
INTEGRITY 1ST CONSTRUCTION GROUP
2/24/2025
PHASE ONE EROSION CONTROL
C-601


PARCEL No. 2433-121-0001-000-5
PARCEL No. 2423-134-0003-000-2
PARCEL No. 2433-111-0001-000-4
GRAPHIC SCALE
1" = 100'
North
LEGEND
DENOTES SILT FENCE
DENOTES TURBIDITY BARRIER
DENOTES DRAINAGE PIPE
DENOTES SWALE CENTERLINE
DENOTES GRADE-BREAK
DENOTES EASEMENTS
DENOTES RETAINING WALL
DENOTES ROW CENTERLINE
DENOTES OVERHEAD ELECTRIC
DENOTES DRAINAGE INLET
DENOTES YARD DRAIN
DENOTES M.E.S. or F.E.S.
DENOTES JUNCTION BOX
SEE SHEET NO. 2
REFER TO details on following sheet
CONSTRUCT FABRIC FILTER
CONSTRUCT GRAVEL FILTER
CONSTRUCT STAKED TURBIDITY BARRIER (typical)
CONSTRUCT STAKED TURBIDITY BARRIER (option)
CONSTRUCT LONGL FILTER
DRAINAGE SWALE
DRAINAGE DITCH
24" CORRUGATED METAL PIPE
WATER VALVE
HYDRANT
NAVD 1988
ALL ELEVATIONS DEPICTED HEREON
REFERENCE NAVD 1988, THE CONVERSION
FACTOR TO NGVD 1929 IS +1.266
SILT FENCE APPLICATION NOTES
EROSION CONTROL NOTES
KMA
NOT FOR CONSTRUCTION
SUNRISE LAKES
INTEGRITY 1ST CONSTRUCTION GROUP
2/24/2025
PHASE TWO EROSION CONTROL
C-602

Section 1	Project Name and Section Information	**SUNRISE LAKES** **PHASE 3 AREA 3B** **FL Permit: PA/02-50002**
Section 2	Contain the name of the construction activity	**Construction activities consist of the development of a PUD on approximately seventy (70) undeveloped acres located in the City of Port St. Lucie, Florida.**
Section 3	Describe the intended sequence of major soil disturbing activities	• INSTALL SILT FENCE AND OTHER BEST MANAGEMENT PRACTICES • CLEARING AND GRUBBING • CONSTRUCTION OF STORMWATER MANAGEMENT AREAS AND EROSION CONTROL FEATURES • INSTALLATION OF UTILITIES (WATER, SEWER, TELEPHONE, CABLE TV, ELECTRIC, AND GAS) • ROUGH GRADING • CONSTRUCTION OF ROADWAYS AND CURBING • FINE GRADING AND LANDSCAPING
Section 4	Total area of the site	**70.04 AC**
Section 5	Total area of the site to be disturbed	**70.04 AC**
Section 6	Existing soils describing the soil materials of any construction discharge from the site	**The soils on site are mainly sand, consisting of Immokalee and Pineloch, Wabasso and Immokalee series**
Section 7	Estimate the drainage area for each discharge point	**70.04 AC**
Section 8	Latitude and longitude of each discharge point and identify the receiving water or MS4 to which discharge point	LAT: 27°20'18" LONG: 80°21'41" Discharge storage area/basins to ultimately flow to C-24 canal.
Section 9	Give a detailed description of all controls, best management practices (BMP), and activities that will be implemented at the construction site for each activity identified in the intended sequence of major soil disturbing activities. Controls must be described for each stage of the project from initiation of construction to final stabilization. Include a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation. Include a description of structural practices that will be implemented to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Include a description of construction and waste materials expected to be stored on-site with controls designed to minimize the discharge of pollutants from these materials. Include a description of controls to be implemented at the construction site to minimize the discharge of pollutants in stormwater after construction operations have been completed. Include a description of interim measures that will be used during temporary stabilization (e.g., mulching, vegetative buffer strips, phasing of construction operations, etc.). Describe the measures that will be installed during the construction process to control pollutants in stormwater discharges that will occur after construction operations have been completed. Examples include stormwater detention structures (e.g., wet ponds) and velocity dissipation devices (e.g., check dams, sediment basins, slope stabilization). Site plans should ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized. Appropriate measures for minimizing surface water volumes and peak flow rates include the preservation of natural drainage features, the use of detention basins, and the reduction of impervious surfaces. To the degree attainable, the discharge of pollutants in stormwater after construction operations have been completed should be minimized and controlled to not exceed applicable State or local water quality standards, and be consistent with the municipality's NPDES permit where discharging to a municipal storm sewer.	TYPE I A. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. B. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. C. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. D. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. E. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. F. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. G. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. H. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. I. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. J. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. K. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. L. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. M. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. N. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. O. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. P. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. Q. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. R. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. S. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. T. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. U. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. V. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. W. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. X. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. Y. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED. Z. INSTALL SILT FENCE AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED.
Section 10	Describe all temporary and permanent stabilization practices. Temporary practices include temporary seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, and other appropriate measures. Permanent practices include sodding, planting of trees, shrubs, vines, grasses, and ground covers, and other appropriate measures. A description of the timing of implementation of these practices should be included.	TEMPORARY SEEDING AND MULCHING SHALL BE USED ON ALL DISTURBED AREAS WHERE CONSTRUCTION ACTIVITY HAS CEASED AND FINAL GRADE HAS NOT BEEN REACHED WITHIN 14 DAYS. PERMANENT SEEDING AND MULCHING SHALL BE USED ON ALL DISTURBED AREAS WHERE CONSTRUCTION ACTIVITY HAS CEASED AND FINAL GRADE HAS BEEN REACHED WITHIN 7 DAYS. SOD SHALL BE PLACED ON ALL DISTURBED AREAS WITHIN 7 DAYS AFTER FINAL GRADE IS REACHED. SOD SHALL BE PLACED ON ALL SLOPES GREATER THAN OR EQUAL TO 3:1.
Section 11	Describe all structural controls to be implemented at the site. Where possible, structural measures should be initiated prior to any disturbance. Structural controls include, but are not limited to, silt fences, earth dikes, drainage swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection measures, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. Describe how the structure will be used to control pollutants in stormwater after construction operations have been completed. Examples include stormwater detention structures (e.g., wet ponds) and velocity dissipation devices (e.g., check dams, sediment basins, slope stabilization). Site plans should ensure that existing vegetation is preserved where attainable and that disturbed portions of the site are stabilized. Appropriate measures for minimizing surface water volumes and peak flow rates include the preservation of natural drainage features, the use of detention basins, and the reduction of impervious surfaces. To the degree attainable, the discharge of pollutants in stormwater after construction operations have been completed should be minimized and controlled to not exceed applicable State or local water quality standards, and be consistent with the municipality's NPDES permit where discharging to a municipal storm sewer.	SILT FENCE SHALL BE INSTALLED AT THE TOE OF SLOPE AND ON CONTOUR WHERE SHEET FLOW IS EXPECTED.


WHITE CITY CEMETERY
ZONING: I
PARCEL No. 2423-721-0001-000-5
DRY DETENTION POND
DRY DETENTION (BIO-SWALE)
ZONING: RS-3
ZONING: I-1
PARCEL No. 2423-711-0001-000-4
North
GRAPHIC SCALE
1 inch = 40 ft
37.00
10.06
16.33
Smeal Aerial RM 55ft
feet
Width : 8.33
Track : 7.88
Lock to Lock Time : 6.0
Steering Angle : 48.0
LINEWORK & SYMBOL LEGEND
KMA
NOT FOR CONSTRUCTION
SUNRISE LAKES
INTEGRITY 1ST CONSTRUCTION GROUP
2/24/2025
ROUTING PLAN FIRE
C-701


WHITE CITY CEMETERY
ZONING: I
PARCEL No. 2423-721-0001-000-5
DRY DETENTION POND
ZONING: RS-3
PARCEL No. 2423-134-0002-000-2
North
GRAPHIC SCALE
1 inch = 40 ft
KMA
NOT FOR CONSTRUCTION
SUNRISE LAKES
INTEGRITY 1ST CONSTRUCTION GROUP
2/24/2025
PHOTOMETRICS
C-800

WHITE CITY CEMETERY
ZONING: I
PARCEL No. 2433-121-0001-000-5

SET MAG NAIL & DISK / LB 8261
ELEVATION = 13.56'

GRAPHIC SCALE
40 0 40 80 120
SCALE: (1 Inch = 40 Feet)

North

CONCRETE SLAB

N88°26'45"W 1133.77'

4' CONCRETE SIDEWALK
10' LANDSCAPE BUFFER
8' DRAINAGE SWALE
10' DRAINAGE EASEMENT
MOD. MIAMI CURB (typ.)
BUS STOP STAGING AREA
GAZEBO, WITH 2 BBQ'S (PARK)
STOP BAR, STOP SIGN, CROSSWALK PER DETAIL (TYPICAL)
MONUMENT SIGN
PRIVATE LIFT STATION & CONCRETE DRIVEWAY
10' LANDSCAPE BUFFER (min.)
8' DRAINAGE SWALE
10' DRAINAGE EASEMENT
10' R.O.W. DEDICATION
5' CONCRETE SIDEWALK
INTEGRITY ST.
10' UTILITY EASEMENT
TOT LOT (PARK)
4' FENCE
6' FENCE
CLUBHOUSE AND POOL
MAIL KIOSK'S
10' UTILITY EASEMENT
DRY RETENTION (BIO-SWALE)
4' MULCH PATHWAY
DRY RETENTION POND
BUILDING FFE =14.35'
WOOD POWER POLE
56.0'
30.0'
29.9'
56.6'
35.1'
34.9'
DRY RETENTION POND
MASONRY RETAINING WALL
LEGAL POSITIVE OUTFALL
RIP-RAP EROSION PROTECTION
546.05'
S00°47'11"W
8.7'
3.4'
20' DRAINAGE EASEMENT
N88°26'45"W 681.50'

ZONING: RS-3

SUNRISE BOULEVARD
(60' RIGHT-OF-WAY)
(20.4' ASPHALT)
R=4201.71'
L=714.53'
S38°32'01"E

ZONING: RS-3

CONSTRUCTION NOTES

1. SEWER MANHOLE
2. LIFT STATION
3. FIRE HYDRANT
5. FDOT TYPE 'F' CURB
6. MODIFIED MIAMI CURB
7. CONCRETE SIDEWALK per DETAIL
8. CROSSWALK per DETAILS
9. CURB RAMP per DETAILS
10. 2' TACTILE SURFACE
11. R1-1 STOP SIGN
12. W11-2 PEDISTRIAN SIGN w/ W16-7PL
14. D3 STREET NAME SIGN
15. MITERED END SECTION
16. FLARED END SECTION
17. YARD DRAIN per DETAIL
18. MIAMI CURB INLET
19. DITCH BOTTOM INLET

STRIPING NOTES

A. 6" SOLID WHITE
B. 12" SOLID WHITE
C. 24" SOLID WHITE

CURVE C1:
Radius:4201.71'
Length:714.53'
Delta:9°44'37"
Chord:713.67'
Chord Direction:S38°32'01"E

LEGAL DESCRIPTION

THE NORTH 388 FEET OF THE SOUTH 634.6 FEET OF THE SE 1/4 OF THE SE 1/4 LYING EAST OF CANAL RIGHT OF WAY OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT THOSE LANDS DESCRIBED IN OFFICAL RECORDS BOOK 4161, PAGE 173, ST. LUCIE COUNTY PUBLIC RECORDS

FIRE HYDRANT
WATER VALVE

ZONING: RS-3
PARCEL No. 2433-134-0002-000-2

DEVELOPMENT DATA	
PROJECT NAME	SUNRISE LAKES
TAX PARCEL ID NO.	3405-443-0001-000-0
EXISTING FUTURE LAND USE	RESIDENTIAL LOW DENSITY (RL)
PROPOSED FUTURE LAND USE	RESIDENTIAL LOW DENSITY (RL)
EXISTING ZONING	R-1
PROPOSED ZONING	PLANNED DEVELOPMENT ZONE (PD)
PROJECT USE	SINGLE-FAMILY RESIDENTIAL
MAXIMUM ALLOWABLE DENSITY	RL - 6.5 DU/AC
PROPOSED DENSITY	PD - 4.33 DU/AC

OPEN SPACE CALCUALTION			
TOTAL AREA OF SUBJECT PARCEL	502,682 SF	11.54 AC	100.00%
REQUIRED OPEN SPACE AREA	100,536 SF	2.31 AC	20.00%
AREA OF WETLAND BUFFER	0 SF	0.00 AC	0.00%
AREA OF RETENTION PONDS*	30,161 SF (max)	0.69 AC	6.00%
AREA OF GREEN SPACE	83,323 SF	1.91 AC	16.58%
PROVIDED OPEN SPACE AREA	113,484 SF	2.61 AC	22.58%

*PER SECTION 125-212(b)(3)...stormwater detention and retention facilities providing that no more than 30 percent of the overall open space requirement shall be satisfied in this manner

LAND USE BREAKDOWN			
TOTAL AREA OF SUBJECT PARCEL	502,682 SF	11.54 AC	100.00%
AREA OF ONSITE WETLAND	0 SF	0.00 AC	0.00%
AREA OF WETLAND BUFFER	0 SF	0.00 AC	0.00%
TOTAL DEVELOPMENT AREA	502,682 SF	11.54 AC	100.00%
TOTAL DEVELOPMENT AREA	502,682 SF	11.54 AC	100.00%
AREA OF PROPOSED BUILDINGS	100,000 SF	2.30 AC	19.89%
AREA OF PROPOSED ROW IMPERVIOUS	79,358 SF	1.82 AC	15.79%
AREA OF PROPOSED LOT IMPERVIOUS	56,000 SF	1.29 AC	11.14%
AREA OF PROPOSED RETENTION BASE	26,130 SF	0.60 AC	5.20%
TOTAL PROPOSED IMPERVIOUS AREA	261,488 SF	6.00 AC	52.02%
AREA OF PROPOSED LOT PERVIOUS	106,940 SF	2.46 AC	21.27%
AREA OF PROPOSED RETENTION BANK	24,890 SF	0.57 AC	4.95%
AREA OF PROPOSED GREEN SPACE	102,323 SF	2.35 AC	20.36%
TOTAL PROPOSED PERVIOUS AREA	234,153 SF	5.38 AC	46.58%

ZONING	PD
MIN. LOT SIZE	4,920 SF
MIN. LOT WIDTH	60'
MIN. LOT DEPTH	82'
MIN. ROAD FRONTAGE	25'
MAX. LOT COVERAGE	40%
BUILDING HEIGHT (1 STORY)	28'
MAX. GROSS DENSITY (DU/AC.)	6.5 DU/AC. (4.33 DU/AC. PROPOSED)
MIN. SETBACKS	
FRONT	15'
SIDE (INTERIOR)	5'
SIDE (CORNER)	5'
GARAGE	20'
REAR	15'

CIVIL ENGINEER
KMA ENGINEERING & SURVEYING, LLC
3001 INDUSTRIAL AVE 2
FORT PIERCE, FL 34946
PHONE: (772) 569-5505

OWNER/DEVELOPER
DT VENTURES 1, LLC.
PO BOX 92280
ROCHESTER,NY 14692

NOTES
1. AIR CONDITIONER UNITS WILL HAVE A 5' SIDE SETBACK.

FLOOD ZONE
PROPERTY LIES WITHIN FLOOD ZONE "X" (EFFECTIVE 2/19/2020) ACCORDING TO THE F.I.R.M. MAP NO. 12111C0189K.

LINEWORK & SYMBOL LEGEND

- DENOTES PROPERTY BOUNDARY
- DENOTES RIGHT-OF-WAY
- DENOTES CENTERLINE
- DENOTES EASEMENT
- DENOTES FENCE LINE
- DENOTES DRAINAGE PIPE
- DENOTES RUNOFF OVERLAND FLOW
- DENOTES PROPOSED ELEVATIONS (20.5 / 20.0)
- DENOTES EXISTING GRADES (+22.0)
- DENOTES DRAINAGE STRUCTURE refer to table this sheet
- (S) DENOTES SEWER MANHOLE
- DENOTES FIRE HYDRANT
- DENOTES GATE VALVE
- DENOTES LIGHT POLE
- DENOTES STREET SIGN
- DENOTES DITCH BOTTOM INLET
- (J) DENOTES JUNCTION BOX
- (Y) DENOTES YARD DRAIN
- (D) DENOTES DRAINAGE STRUCTURE
- DENOTES MITERED/FLARED END SECTION

KMA
ENGINEERING & SURVEYING, LLC.
3001 INDUSTRIAL AVE 2
FORT PIERCE, FL 34946
(772) 569-5505
FBPE C.O.A. # 33705

REVISIONS:

BY:	DATE:	COMMENT:

PROJECT:
SUNRISE LAKES
CITY OF FORT PIERCE, FLORIDA

ZONING: I-1
PARCEL No. 2433-111-0001-000-4

CLIENT:
INTEGRITY 1ST CONSTRUCTION GROUP

LICENSE
BLAINE ROBERT BERGSTRESSER
NO. 84598
STATE OF FLORIDA
PROFESSIONAL ENGINEER

BLAINE BERGSTRESSER, P.E.
FLORIDA LICENSE No. 84598
8/14/2025

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PROJECT No.:	24-1001
DRAWN BY:	SCB
CHECKED BY:	BRB
DATE:	04/02/2024
CAD I.D.:	24-1001 SITE

SHEET TITLE:
SITE PLAN

SHEET NUMBER:
C-200

Printed on Thursday, August 14, 2025, 10:09 AM by Scott Bernard

ALL SABAL PALMS WITHIN DEVELOPMENT AREA TO BE RELOCATED TO LANDSCAPE AREAS (228 TOTAL); SEE TREE DISPOSITION TABLES FOR ALL EXISTING TREE INFORMATION TYP.

EXISTING OAKS TO BE PRESERVED IN LANDSCAPE AREAS TYP. (26 TOTAL)

OAKS & PINES TREES WITHIN DEVELOPMENT AREA TO BE REMOVED; SEE TREE DISPOSITION TABLES FOR ALL EXISTING TREE INFORMATION TYP.

PARCEL No. 2433-121-0001-000-5

12" PIPE

TOP OF BANK

N88°26'45"W

DITCH

CHAINLINK FENCE

CONCRETE SLAB

LOTS TYP.

1133.77'

BUILDING FFE =14.35'

10' LANDSCAPE STRIP TYP.

POWER POLE

56.0'

35.1'

34.9'

WOOD POWER POLE

DRY DETENTION AREA TYP.

LOTS TYP.

8.7'

546.05'

PARCEL No. 2433-111-0001-000-4

6' CHAINLINK FENCE

S00°47'11"W

ZONING: I-1

DRY DETENTION AREA

LOTS TYP.

R=4201.74'

S30°32'01"E

EXISTING SABAL PALMS TO BE PRESERVED IN LANDSCAPE AREAS TYP. (26 TOTAL)

EXISTING OAKS TO BE PRESERVED IN LANDSCAPE AREAS TYP. (26 TOTAL)

EXISTING PINES TO BE PRESERVED IN LANDSCAPE AREAS TYP. (5 TOTAL)

LOTS TYP.

TOP OF BANK

DITCH

DITCH

SOUTH LINE OF THE NW 1/4 OF THE NE 1/4 OF SECTION 33-35-40

N88°26'45"W

681.50'

DRY DETENTION AREA TYP.

10' LANDSCAPE STRIP TYP.

10' LANDSCAPE STRIP TYP.

ALL SABAL PALMS WITHIN DEVELOPMENT AREA TO BE RELOCATED TO LANDSCAPE AREAS (228 TOTAL); SEE TREE DISPOSITION TABLES FOR ALL EXISTING TREE INFORMATION TYP.

Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8400 | paul@las-fl.com
1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983

Civil Engineer:

KMA
ENGINEERING & SURVEYING, LLC

SUNRISE PROPERTY

3904 Sunrise Blvd.
City of Fort Pierce, Florida

Tree Disposition Plan

Revisions

Date	Init.	Description
9.12.24	PG	Submittal
11.07.24	PG	Revised per Site Plan
5.08.25	PG	Revised per Comments
8.01.25	PG	Revised per Comments

REGISTERED LANDSCAPE ARCHITECT
PAUL A. GOULAS
LA 6666807
STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By:	PG
Checked By:	PG
Municipal Project:	
Scale:	

NORTH

SCALE: 1" = 40'

0 20' 40' 80'

TD-1

LAUREL OAKS REQUIRING MITIGATION

TREE #	SIZE DBH	TYPE
0	54	Laurel Oak
1	40	Laurel Oak
2	35	Laurel Oak
5	31	Laurel Oak
6	30.6	Laurel Oak
7	30	Laurel Oak
8	30	Laurel Oak
9	29	Laurel Oak
10	27.2	Laurel Oak
11	27	Laurel Oak
13	26.5	Laurel Oak
14	26	Laurel Oak
15	26	Laurel Oak
19	25	Laurel Oak
20	24.6	Laurel Oak
21	24.4	Laurel Oak
23	24	Laurel Oak
24	24	Laurel Oak
25	24	Laurel Oak
27	23.5	Laurel Oak
30	23	Laurel Oak
31	23	Laurel Oak
33	22	Laurel Oak
34	22	Laurel Oak
35	22	Laurel Oak
36	21.9	Laurel Oak
37	21.6	Laurel Oak
38	21	Laurel Oak
39	21	Laurel Oak
40	20	Laurel Oak
41	20	Laurel Oak
42	20	Laurel Oak
43	20	Laurel Oak
44	20	Laurel Oak
47	19.2	Laurel Oak
48	19	Laurel Oak
51	18.5	Laurel Oak
54	18	Laurel Oak
55	17.5	Laurel Oak
56	17.5	Laurel Oak
57	17.3	Laurel Oak
58	17.3	Laurel Oak
59	17.2	Laurel Oak
60	17.2	Laurel Oak
63	17	Laurel Oak
64	17	Laurel Oak
65	17	Laurel Oak
66	17	Laurel Oak
67	17	Laurel Oak
68	17	Laurel Oak
69	17	Laurel Oak
70	17	Laurel Oak
71	17	Laurel Oak
72	16.6	Laurel Oak
73	16.6	Laurel Oak
75	16.5	Laurel Oak
76	16.5	Laurel Oak
77	16.4	Laurel Oak
80	16	Laurel Oak
81	16	Laurel Oak
82	16	Laurel Oak
83	16	Laurel Oak
84	16	Laurel Oak
85	16	Laurel Oak
86	16	Laurel Oak
87	16	Laurel Oak
88	16	Laurel Oak
89	15.8	Laurel Oak
90	15.5	Laurel Oak
91	15.5	Laurel Oak
92	15.5	Laurel Oak
93	15.2	Laurel Oak
94	15.1	Laurel Oak
95	15	Laurel Oak
96	15	Laurel Oak
97	15	Laurel Oak
98	15	Laurel Oak
99	15	Laurel Oak
100	15	Laurel Oak
101	14.9	Laurel Oak
102	14.5	Laurel Oak
103	14.5	Laurel Oak
104	14.5	Laurel Oak
105	14.5	Laurel Oak
106	14.4	Laurel Oak
107	14	Laurel Oak
108	14	Laurel Oak
110	14	Laurel Oak
Total	**1749.5**	

LAUREL OAKS TO BE PRESERVED

TREE #	SIZE DBH	TYPE	DISPOSITION
4	33	Laurel Oak	To Remain
16	26	Laurel Oak	To Remain
18	25.5	Laurel Oak	To Remain
26	23.5	Laurel Oak	To Remain
45	19.4	Laurel Oak	To Remain
46	19.3	Laurel Oak	To Remain
49	19	Laurel Oak	To Remain
50	18.6	Laurel Oak	To Remain
53	18	Laurel Oak	To Remain
61	17.1	Laurel Oak	To Remain
62	17	Laurel Oak	To Remain
109	14	Laurel Oak	To Remain
157	10.6	Laurel Oak	To Remain
173	10	Laurel Oak	To Remain
175	9.5	Laurel Oak	To Remain
183	9.5	Laurel Oak	To Remain
188	9	Laurel Oak	To Remain
189	9	Laurel Oak	To Remain
222	7.5	Laurel Oak	To Remain
225	7	Laurel Oak	To Remain
263	5	Laurel Oak	To Remain
264	5	Laurel Oak	To Remain
265	5	Laurel Oak	To Remain
Total	**337.5**		

LIVE OAKS REQUIRING MITIGATION

TREE #	SIZE DBH	TYPE
127	12.4	Live Oak
Total	**12.4**	

LIVE OAKS TO BE PRESERVED

TREE #	SIZE DBH	TYPE	DISPOSITION
3	35	Live Oak	To Remain
12	27	Live Oak	To Remain
17	26	Live Oak	To Remain
Total	**88**		

PINE TREES REQUIRING MITIGATION

TREE #	SIZE DBH	TYPE
22	24	Slash Pine
32	22	Slash Pine
74	16.5	Slash Pine
Total	**62.5**	

PINE TREES TO BE PRESERVED

TREE #	SIZE DBH	TYPE	DISPOSITION
28	23	Slash Pine	To Remain
29	23	Slash Pine	To Remain
52	18	Slash Pine	To Remain
78	16	Slash Pine	To Remain
79	16	Slash Pine	To Remain
Total	**96**		

SABAL PALMS TO BE RELOCATED

TREE #	SIZE CT	TYPE
279	10' MIN	Sabal Palm
280	10' MIN	Sabal Palm
281	10' MIN	Sabal Palm
282	10' MIN	Sabal Palm
283	10' MIN	Sabal Palm
284	10' MIN	Sabal Palm
285	10' MIN	Sabal Palm
286	10' MIN	Sabal Palm
287	10' MIN	Sabal Palm
288	10' MIN	Sabal Palm
289	10' MIN	Sabal Palm
290	10' MIN	Sabal Palm
291	10' MIN	Sabal Palm
292	10' MIN	Sabal Palm
293	10' MIN	Sabal Palm
294	10' MIN	Sabal Palm
295	10' MIN	Sabal Palm
296	10' MIN	Sabal Palm
297	10' MIN	Sabal Palm
298	10' MIN	Sabal Palm
299	10' MIN	Sabal Palm
300	10' MIN	Sabal Palm
301	10' MIN	Sabal Palm
302	10' MIN	Sabal Palm
303	10' MIN	Sabal Palm
304	10' MIN	Sabal Palm
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306	10' MIN	Sabal Palm
307	10' MIN	Sabal Palm
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392	10' MIN	Sabal Palm
393	10' MIN	Sabal Palm
394	10' MIN	Sabal Palm
395	10' MIN	Sabal Palm
396	10' MIN	Sabal Palm
397	10' MIN	Sabal Palm
398	10' MIN	Sabal Palm
399	10' MIN	Sabal Palm
400	10' MIN	Sabal Palm

TREE #	SIZE CT	TYPE
401	10' MIN	Sabal Palm
402	10' MIN	Sabal Palm
403	10' MIN	Sabal Palm
404	10' MIN	Sabal Palm
405	10' MIN	Sabal Palm
407	10' MIN	Sabal Palm
412	10' MIN	Sabal Palm
413	10' MIN	Sabal Palm
415	10' MIN	Sabal Palm
416	10' MIN	Sabal Palm
417	10' MIN	Sabal Palm
418	10' MIN	Sabal Palm
419	10' MIN	Sabal Palm
420	10' MIN	Sabal Palm
421	10' MIN	Sabal Palm
426	10' MIN	Sabal Palm
427	10' MIN	Sabal Palm
428	10' MIN	Sabal Palm
429	10' MIN	Sabal Palm
430	10' MIN	Sabal Palm
431	10' MIN	Sabal Palm
432	10' MIN	Sabal Palm
433	10' MIN	Sabal Palm
435	10' MIN	Sabal Palm
436	10' MIN	Sabal Palm
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470	10' MIN	Sabal Palm
472	10' MIN	Sabal Palm
473	10' MIN	Sabal Palm
474	10' MIN	Sabal Palm
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476	10' MIN	Sabal Palm
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525	10' MIN	Sabal Palm
526	10' MIN	Sabal Palm
527	10' MIN	Sabal Palm
528	10' MIN	Sabal Palm
529	10' MIN	Sabal Palm
530	10' MIN	Sabal Palm
531	10' MIN	Sabal Palm
532	10' MIN	Sabal Palm
Total	**228**	

SABAL PALMS TO BE PRESERVED

TREE #	SIZE CT	TYPE	DISPOSITION
373	10' MIN	Sabal Palm	To Remain
376	10' MIN	Sabal Palm	To Remain
377	10' MIN	Sabal Palm	To Remain
378	10' MIN	Sabal Palm	To Remain
385	10' MIN	Sabal Palm	To Remain
387	10' MIN	Sabal Palm	To Remain
388	10' MIN	Sabal Palm	To Remain
389	10' MIN	Sabal Palm	To Remain
390	10' MIN	Sabal Palm	To Remain
406	10' MIN	Sabal Palm	To Remain
408	10' MIN	Sabal Palm	To Remain
409	10' MIN	Sabal Palm	To Remain
410	10' MIN	Sabal Palm	To Remain
411	10' MIN	Sabal Palm	To Remain
414	10' MIN	Sabal Palm	To Remain
422	10' MIN	Sabal Palm	To Remain
423	10' MIN	Sabal Palm	To Remain
424	10' MIN	Sabal Palm	To Remain
425	10' MIN	Sabal Palm	To Remain
434	10' MIN	Sabal Palm	To Remain
443	10' MIN	Sabal Palm	To Remain
446	10' MIN	Sabal Palm	To Remain
447	10' MIN	Sabal Palm	To Remain
448	10' MIN	Sabal Palm	To Remain
471	10' MIN	Sabal Palm	To Remain
523	10' MIN	Sabal Palm	To Remain
Total	**26**		

Original Mitigation Data:

Total DBH of Native Trees 14" DBH & Larger to be Removed: 2,258.8" DBH
Total DBH of Native Trees 14" DBH & Larger to be Preserved: 0" DBH
Total Native Tree Mitigation Owed: 2,258" DBH

Total Sabal Palms 10' CT & Larger to be Removed: 254 Palms
Total Palm Tree Mitigation Owed: 254 Palms

Revised Mitigation Data:

Total DBH of Native Trees 14" DBH & Larger to be Removed: 1,824.4" DBH
Total DBH of Native Trees 14" DBH & Larger to be Preserved: 521.5" DBH
Total Native Tree Mitigation Owed: 1,302.9" DBH

Total Sabal Palms 10' CT & Larger to be Preserved: 26 Palms
Total Sabal Palms 10' CT & Larger to be Relocated: 228 Palms
Total Palm Tree Mitigation Owed: 0 Palms

Mitigation Notes:

1. Tree mitigation is for the removal of healthy existing native trees 14" dbh & greater.
2. Palm mitigation is for the removal of existing native palms10' clear trunk height & greater.

Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8400 | paul@las-fl.com
1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983

Civil Engineer:

KMA
ENGINEERING & SURVEYING, LLC

SUNRISE PROPERTY

3904 Sunrise Blvd.
City of Fort Pierce, Florida

Tree Mitigation Tables & Data

Revisions

Date	Init.	Description
9.12.24	PG	Submittal
11.07.24	PG	Revised per Site Plan
8.01.25	PG	Revised per Comments

REGISTERED LANDSCAPE ARCHITECT
PAUL A. GOULAS
LA 6666807
STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By:	PG
Checked By:	PG
Municipal Project:	
Scale:	

TD-3

WEST BUFFER

SUNRISE LAKES

LANDSCAPE
ARCHITECTURAL
SERVICES, LLC

ENTRY AT WEST BUFFER

SUNRISE LAKES

LANDSCAPE
ARCHITECTURAL
SERVICES, LLC

WEST BUFFER

SUNRISE LAKES

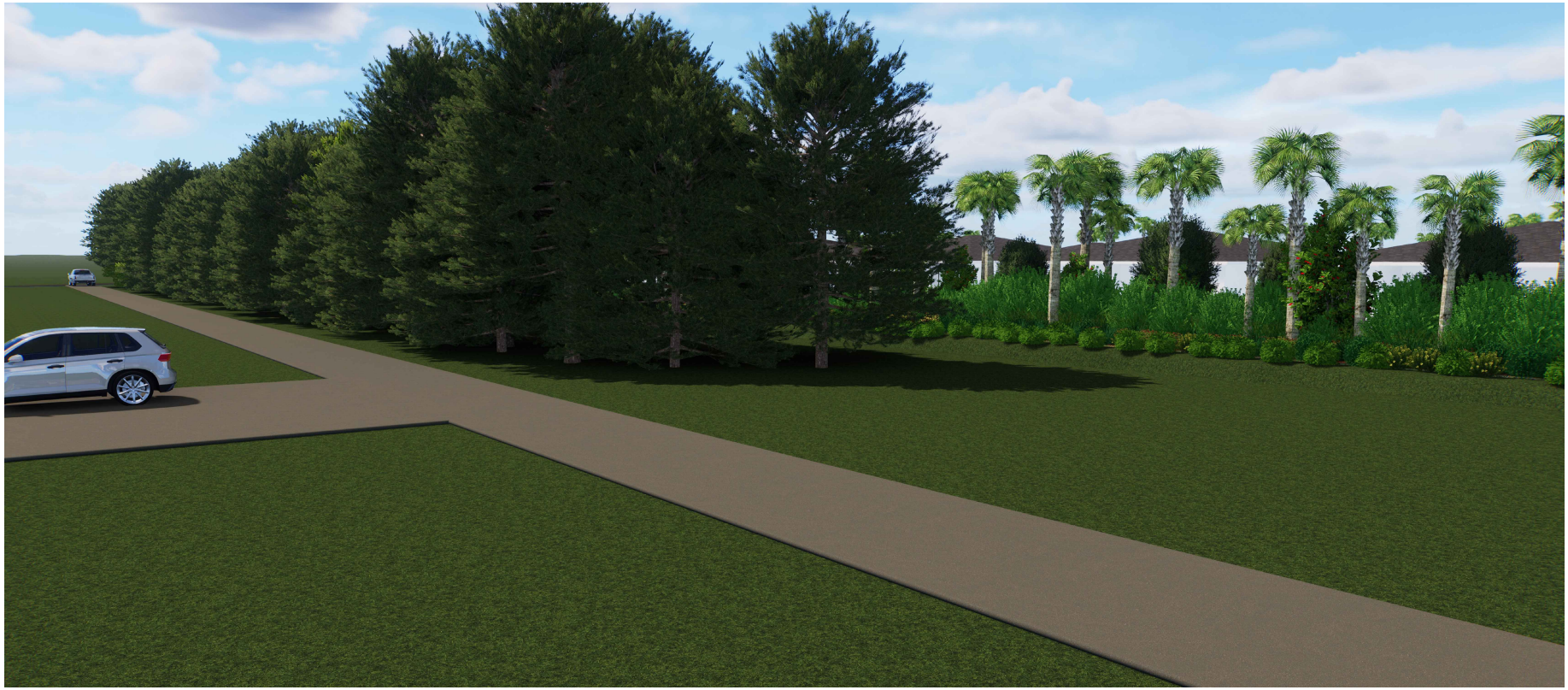
LANDSCAPE
ARCHITECTURAL
SERVICES, LLC

SOUTH BUFFER

SUNRISE LAKES

LANDSCAPE ARCHITECTURAL SERVICES, LLC

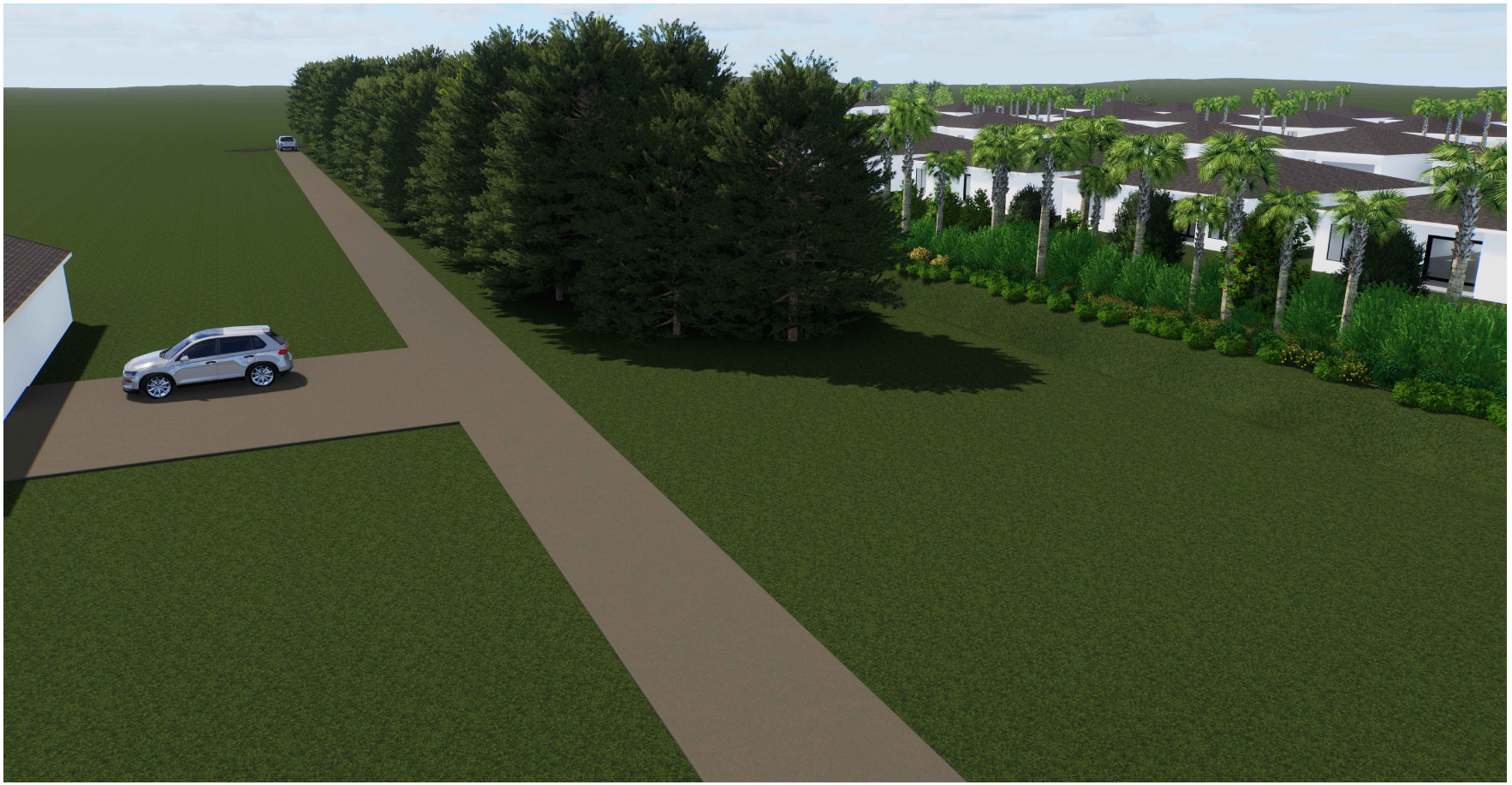
SOUTH BUFFER



SUNRISE LAKES

LANDSCAPE ARCHITECTURAL SERVICES, LLC

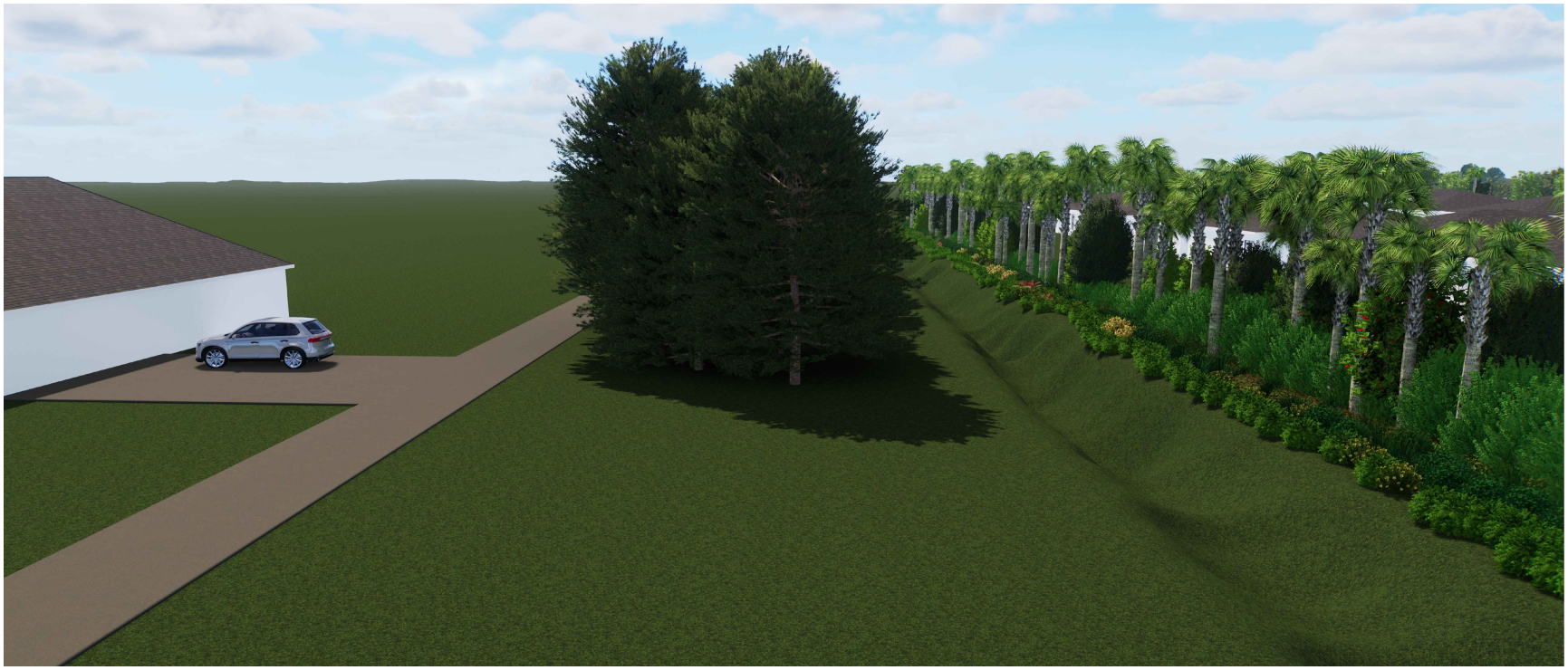
SOUTH BUFFER



SUNRISE LAKES

LANDSCAPE
ARCHITECTURAL
SERVICES, LLC

SOUTH BUFFER



SUNRISE LAKES

LANDSCAPE ARCHITECTURAL SERVICES, LLC

KMA Engineering & Surveying, LLC
3001 Industrial Avenue 2
Ft. Pierce, FL 32946
Phone: (772) 569-5505 Fax: (772) 569-1455

August 29, 2025

City of Fort Pierce
Planning Department
100 N. US Highway 1
Fort Pierce, FL 34950

Re: Sunrise Residential Project Description

We are proposing fifty (50) single-family residences on 11.54 acres at 3804 Sunrise Boulevard in Fort Pierce, FL. Currently the property is zoned R-1 with a future land use of RL. The site was recently annexed into the City of Ft. Pierce and had an existing Zoning of RS-3 and an existing Future Land Use of RM. The site is bordered by single family RS-3 zoning on the south and west. To the north is a cemetery and the east is a Florida Department of Transportation building, both with industrial zoning. We are proposing a rezoning of Planned Development (PD) with 4.33 units per acre. Below is a table comparing the requested changes from the R-1 zoning

Zoning Requirement	**R-1**	**PD**
Min. Lot Size	12,000 SF	4,920 SF
Min. Lot Width	75’	60’
Min. Lot Depth	110’	82’
Min. Front Yard Depth	25’	15’,20’ for garage
Min. Side Yard Depth	15’	5’
Min. Rear Yard Depth	20’	15’
Max Lot Coverage	25%	40%
Max Building Height	28’(35’)	28’
Density(Future Land Use)	6.5 units per acre	4.41 units per acre

We are requesting a reduction of the minimum right-of-way width for the interior roadway from 60’ to 50’. This is common in other municipalities and a proposed section can be found in the civil plans

Sec 125-212 Planned Development Zone states *“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*

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Ft. Pierce, FL 32946
Phone: (772) 569-5505 Fax: (772) 569-1455

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."

Variety of Natural Features and Scenic Areas

The project proposes three (3) dry ponds. The middle pond will be planted as a bioswale to provide natural feel compared to a typical dry pond with bahia sod. A walking path will be constructed around the pond.

The two other ponds will be planted with existing sabal palms relocated along the banks.

The project will preserve twenty-six(26) existing oaks, twenty-six(26) existing sabal palms, and five(5) existing pines along the frontage and north property line to create an enhanced natural buffer from Sunrise Boulevard and the neighbor to the north. Two hundred twenty-eight (228) existing sabal palms will be relocated from onsite to proposed landscape areas.

Efficient and Economical Land Use

The existing parcel has an irregular shape along the west property line. The driveway is located to the north and is the farthest allowed by code from the residential driveway on the parcel to the south. There are no residential driveways on the west side of Sunrise Boulevard. All lots are pushed north to create a 36' buffer from the parcel to the south

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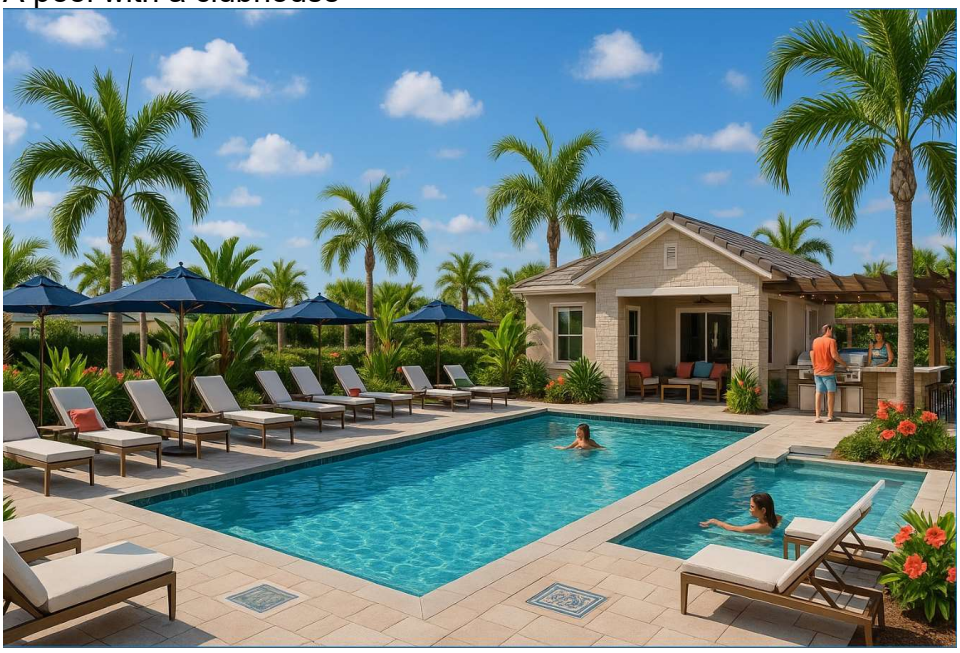
Improved Amenities

R-1 zoning does not require amenities to be provided. The project will include three main amenity areas.

A tot lot including a playground and shade areas

A pool with a clubhouse



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A gazebo area with BBQs will also be added at the front of the project. A walkway will be added around the main pond to act as a natural trail.

Protection of Adjacent and Existing Development

To the west of the project is Sunrise Boulevard. A Traffic Impact Assessment was approved by St.Lucie County stating the project would not deter the level of service of the roadway.

The north is an existing cemetery. To the east is an FDOT service yard which is an industrial use

To the east is a single family residence that has a St. Lucie Conty RS-3 Zoning. The site has been designed to have 36' from the south property line to the nearest lot. Each lot requires a 15' rear setback. The closest house will be 51' from the south property line. Clusters of existing mature cabbage palms will be place in the 10' landscape buffer north of the 20' drainage easement. The landscape buffer will be enhanced on the south as this is the only residential property in proximity to the project.

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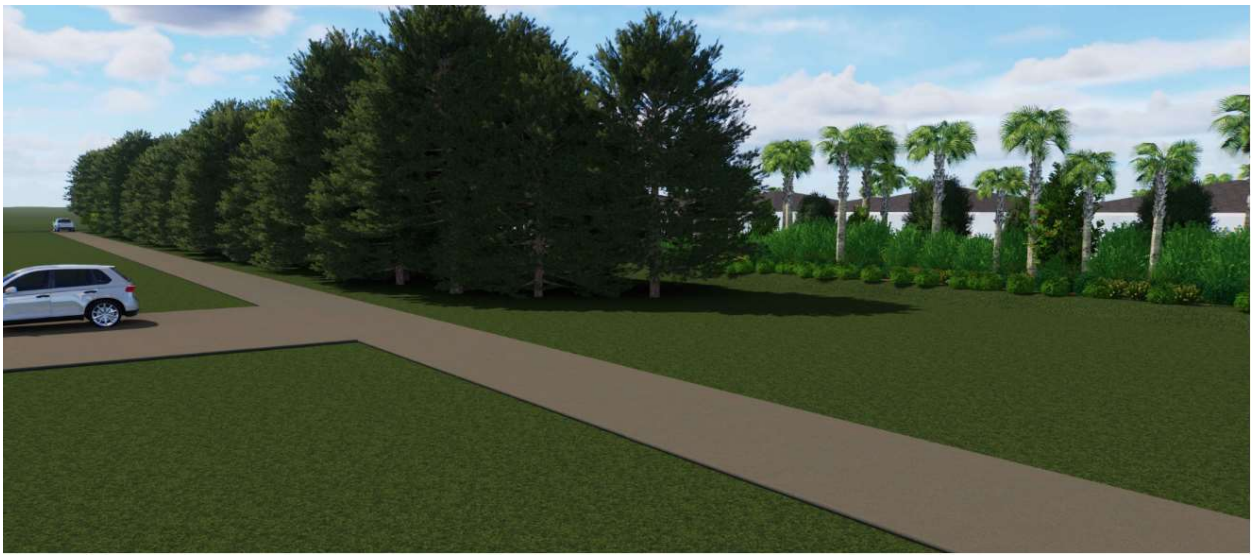

The site will consist of one ungated entrance in the northwest corner of the site off of Sunrise Boulevard. The 50 residences will be connected by one looped road with an interior sidewalk.

Drainage will be conveyed through interconnected inlets and pipes to three (3) separate dry ponds. The dry ponds will be planted with a variety of wax myrtles and sand cordgrass instead of typically bahia sod. This will add to the aesthetics of the project as well as nutrient removal from the stormwater.

A 10’ landscape buffer will be provided along the perimeter of the site. The south property line contains a 20’ drainage easement. Vegetation in that area will remain untouched but a landscape buffer will occur on the north portion of the easement.

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The project will contain a looped water main and a private lift station for the utilities. Dry utilities will be provided in the 10' utility easement shown on the front of the lots

A bus stop will be provided onsite and a Routed Bus Plan has been included in the civil drawings.

No phasing is proposed for this project as all infrastructure will be built in one phase. It is possible building permits will be pulled in phases but not until after all infrastructure is complete.

There are no previously approved site plans for this site

Should you have any questions or require additional information, please feel free to contact this office at your earliest convenience.

Sincerely,

Blaine Bergstresser, P.E.
Florida License No. 84598

KMA Engineering & Surveying, LLC
3001 Industrial Avenue 2
Ft. Pierce, FL 32946
Phone: (772) 569-5505 Fax: (772) 569-1455

August 29, 2025

City of Fort Pierce
Planning Department
100 N. US Highway 1
Fort Pierce, FL 34950

Re: Sunrise Residential PD Benefits

Currently sewer is not available in the area surrounding the project. Florida Statue requires residents to connect to a central sewer system by July 1, 2030. This project is proposing to construct 1,230 LF of 4" forcemain along Sunrise Boulevard. This will allow for neighbors currently on septic to connect easier in the future.

There is an existing drainage ditch on the south property line that is overgrown with invasive plants. The ditch collects drainage from numerous properties to the east and conveys stormwater to Platt's Creek on the westside of Sunrise Boulevard. The project proposes to regrade the ditch and record a 20' drainage easement over the ditch. The easement will include maintenance responsibilities for the home owner's association as well as allow access to City of Ft. Pierce and South Florida Water Management District. This will allow parcels to the east to properly drain and alleviate any possible flooding during large storm events

The project is proposing a sheltered bus stop at the driveway entrance. A sidewalk along the frontage of Sunrise Boulevard will allow not only a safe place for neighborhood children but the future possibility of children from other neighborhoods to walk to the sheltered bus stop

The property is located between Industrial Zoned areas and RS-3 St.Lucie County Zoning and can be considered a transition area between the zoning. 120% of the Median Income is the guideline for Workforce Housing. For S.Luice County that would place a three bedroom rental at $2,955 per month and a four bedroom at $3,297 per month. Homes in this development will start at the low $400ks which will provide a new product that can be purchased by people moving to the area to work in the newly planned industrial developments.

KMA Engineering & Surveying, LLC
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Ft. Pierce, FL 32946
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HUD release: 4/1/2025
Effective: 4/1/2025
Implement on/before: 5/15/2025

2025 Income Limits and Rent Limits
Florida Housing Finance Corporation
Multifamily Rental Programs and CWHIP Homeownership Program
NOTE: Does not pertain to CDBG-DR, HHRP, HOME, NHTF or SHIP

County (Metro)	Percentage Category	Income Limit by Number of Persons in Household										Rent Limit by Number of Bedrooms in Unit					
		1	2	3	4	5	6	7	8	9	10	0	1	2	3	4	5
Saint Lucie County	**20%**	**13,260**	**15,160**	**17,060**	**18,940**	**20,460**	**21,980**	**23,500**	**25,020**	**26,516**	**28,031**	**331**	**355**	**426**	**492**	**549**	**606**
(Port Saint Lucie MSA)	25%	16,575	18,950	21,325	23,675	25,575	27,475	29,375	31,275	33,145	35,039	414	444	533	615	686	758
	28%	**18,564**	**21,224**	**23,884**	**26,516**	**28,644**	**30,772**	**32,900**	**35,028**	**37,122**	**39,244**	**464**	**497**	**597**	**689**	**769**	**849**
	30%	19,890	22,740	25,590	28,410	30,690	32,970	35,250	37,530	39,774	42,047	497	532	639	738	824	909
	33%	**21,879**	**25,014**	**28,149**	**31,251**	**33,759**	**36,267**	**38,775**	**41,283**	**43,751**	**46,251**	**546**	**586**	**703**	**812**	**906**	**1,000**
	35%	23,205	26,530	29,855	33,145	35,805	38,465	41,125	43,785	46,403	49,055	580	621	746	861	961	1,061
	40%	**26,520**	**30,320**	**34,120**	**37,880**	**40,920**	**43,960**	**47,000**	**50,040**	**53,032**	**56,062**	**663**	**710**	**853**	**985**	**1,099**	**1,213**
	45%	29,835	34,110	38,385	42,615	46,035	49,455	52,875	56,295	59,661	63,070	745	799	959	1,108	1,236	1,364
	50%	**33,150**	**37,900**	**42,650**	**47,350**	**51,150**	**54,950**	**58,750**	**62,550**	**66,290**	**70,078**	**828**	**888**	**1,066**	**1,231**	**1,373**	**1,516**
	60%	39,780	45,480	51,180	56,820	61,380	65,940	70,500	75,060	79,548	84,094	994	1,065	1,279	1,477	1,648	1,819
	70%	**46,410**	**53,060**	**59,710**	**66,290**	**71,610**	**76,930**	**82,250**	**87,570**	**92,806**	**98,109**	**1,160**	**1,243**	**1,492**	**1,723**	**1,923**	**2,122**
Median: 89,300	80%	53,040	60,640	68,240	75,760	81,840	87,920	94,000	100,080	106,064	112,125	1,326	1,421	1,706	1,970	2,198	2,426
	90%	**59,670**	**68,220**	**76,770**	**85,230**	**92,070**	**98,910**	**105,750**	**112,590**	**119,322**	**126,140**	**1,491**	**1,598**	**1,919**	**2,216**	**2,472**	**2,729**
	100%	66,300	75,800	85,300	94,700	102,300	109,900	117,500	125,100	132,580	140,156	1,657	1,776	2,132	2,462	2,747	3,032
	110%	**72,930**	**83,380**	**93,830**	**104,170**	**112,530**	**120,890**	**129,250**	**137,610**	**145,838**	**154,172**	**1,823**	**1,953**	**2,345**	**2,708**	**3,022**	**3,335**
	120%	79,560	90,960	102,360	113,640	122,760	131,880	141,000	150,120	159,096	168,187	1,989	2,131	2,559	2,955	3,297	3,639
	140%	**92,820**	**106,120**	**119,420**	**132,580**	**143,220**	**153,860**	**164,500**	**175,140**	**185,612**	**196,218**	**2,320**	**2,486**	**2,985**	**3,447**	**3,846**	**4,245**

Should you have any questions or require additional information, please feel free to contact this office at your earliest convenience.

Sincerely,

Blaine Bergstresser, P.E.
Florida License No. 84598

Kimley»Horn

To: Kori Benton, AICP
Planning Manager
St. Lucie County Planning & Development Services

From: Alex Memering, P.E.
Kimley-Horn and Associates, Inc. ARM

Date: March 11, 2025

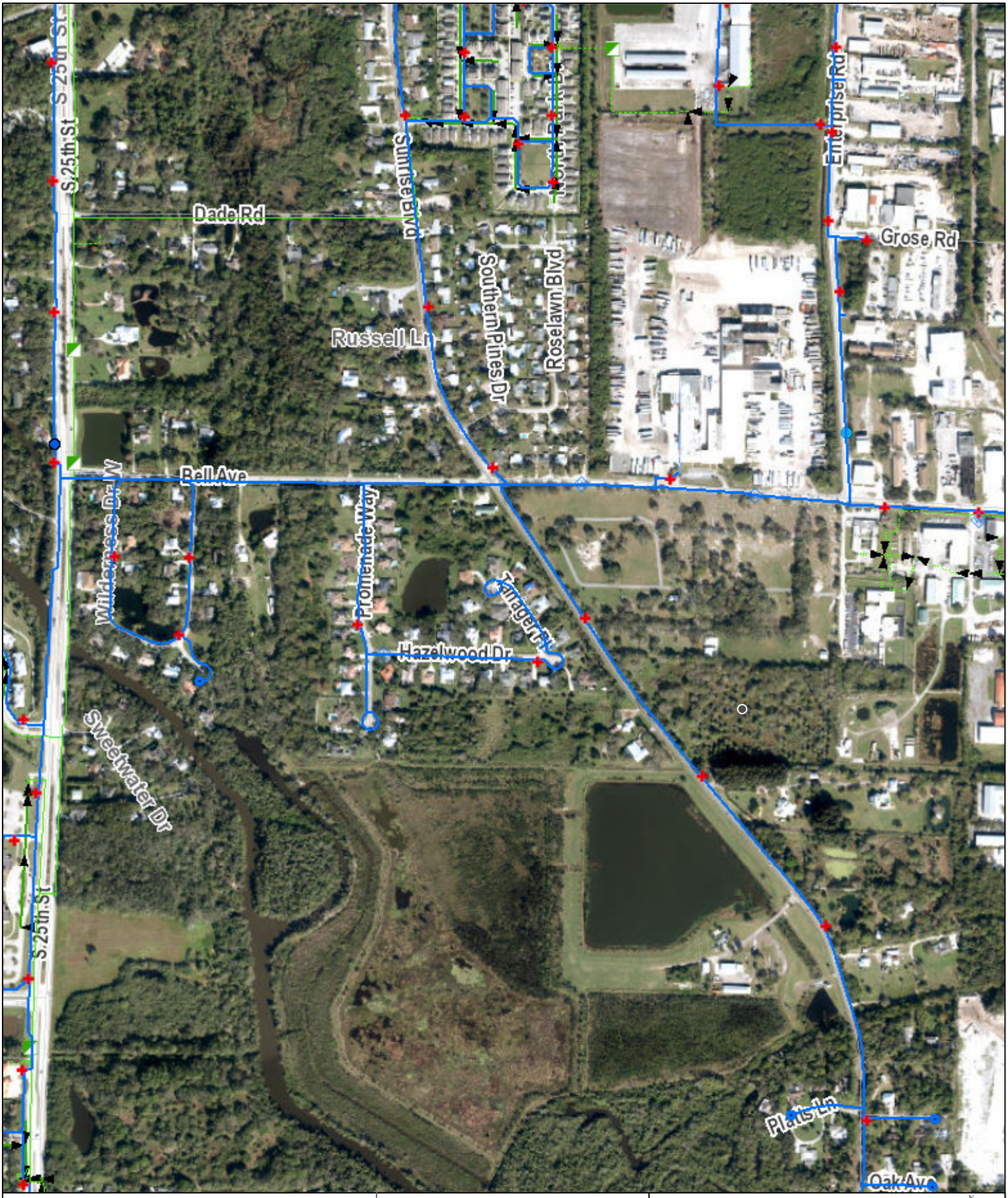
Re: **Integrity First**
Final Review Traffic Impact Study

Kimley-Horn has reviewed the traffic impact study (dated January 23, 2025) prepared by Traffic & Mobility Consultants. related to the above-mentioned project. The project consists of a 50 single-family detached dwelling unit (ITE LUC 210) and is located on Sunrise Boulevard, south of Bell Avenue.

It is anticipated that the proposed trip generation potential for the site is as follows: 40 (10 entering /30 exiting) AM peak hour trips and 52 (33 entering /19 exiting) PM peak hour trips.

The analysis shows study area roadway segments and intersections will operate acceptably upon buildout except for the roadway segment of Oleander Road from Bell Avenue to Farmers Market Road which operates with and failing LOS during existing traffic conditions. Ingress turn lanes are not warranted at the proposed driveway connection. Buildout deficiencies are not anticipated due to project traffic.

Thank you for the opportunity to assist the St. Lucie County in reviewing this project. Please contact us if you have any questions or need additional information.



Legend

- Electric Primary Wire
- Transmission Wire
- Gas Main
- Fiber Optic Cable
- Potable Water Main
- Raw Water Main
- Wastewater Force Main
- WW Gravity Main
- Pole
- Fuse

Transformers
- Overhead
- Pad Mount

Valves
- Gas
- Water
- Raw Water
- Waste Water

- Fire Hydrant
- Well
- Lift Station

Disclaimer:

The data contained herein is offered "as is", with no claim or warranty as to its accuracy or completeness. The data is for reference only and should not be considered to be of survey precision. Due to formatting restrictions, the information provided in the map may not be represented in the legend.

811 Know what's below. Call before you dig.

Date: 3/25/2024

FPUA COMMUNITY PROUD

N

1 inch = 700 feet

FPUA Web Map

Created By:
Name

(772) 466-1600
FAX (772) 461-1938

KMA
ENGINEERING & SURVEYING

Sunrise Lakes

STORMWATER MAINTENANCE PLAN

AND SEDIMENTATION AND EROSION CONTROL PLAN

I. Project Description

The project consists of fifty (50) single family lots and an amenity center,. The project is served by a stormwater management system that provides stormwater attenuation and water quality pretreatment in accordance with City of Fort Pierce requirements.

The system contains the following features:

Storm Sewer
Stormwater Inlets
Dry Detention Ponds

II. Sedimentation and Erosion Control Measures

A silt fence shall be constructed around the perimeter of the construction areas before construction commences, as shown on the plans. Refer to the Florida Sediment and Erosion Control Manual, latest edition for requirements. Sedimentation and erosion control measures shall be monitored continuously and maintained as necessary.

During periods of dry weather and windy conditions, wind erosion can be a problem in areas that have not been stabilized. When these conditions occur, the soil shall be wetted down as necessary.

III. Pre-construction Meeting and Construction Monitoring Requirements

A pre-construction meeting will be held between the contractor, County inspector and KMA Engineering & Surveying representatives prior to release of the plans. Construction monitoring requirements will be reviewed at the meeting and are specified on the Paving and Drainage Plan (Construction Field Observations)

IV. Release into Service

Prior to release into service, the stormwater system shall be certified by the engineer-of-record, including the submittal of as-built drawings. The following items, at a minimum, will be required:

1. Remove any debris and vegetation in the storm sewer system.
2. After clean-up and stabilization of grassed area, all sedimentation and erosion control temporary measures, such as filter cloth at inlet grates, silt fences, turbidity barriers, hay bales, etc., shall be removed.
3. Removal of all nuisance exotic vegetation.
4. Permanent stabilization of all lake banks, swales, etc.

V. Operation & Maintenance

Sunrise Lakes Homeowners Assocaition shall be responsible for the implementation of the Stormwater Maintenance Plan including all catch basins, pipes, and retention pond areas. Maintenance shall occur on a regular basis, monthly or quarterly, and after any severe rainfall events, and shall consist of the following:

1. All silt, debris, and vegetation shall be removed from all catch basins and pipes.

2. Any deterioration to the structures shall be repaired promptly.
3. No chemicals, oils, greases, or similar wastes shall come in to contact with the stormwater management system. This could result in clogging of the soil in the retention pond areas.
4. No grass clippings shall be disposed of in the system. This will cause clogging of the system and will create ideal conditions for breeding mosquitoes.
5. Inspect the discharge pipes at least once per year to ensure the system is functioning properly.
6. Silt in culverts and inlets shall be removed at least every six months and no less than once a year in order to prevent clogging of the storm pipe and inlets.
7. All nuisance exotic vegetation shall be removed on a monthly basis. All re-growth shall be removed effectively.
8. No fertilizer is to be applied to the grass within the retention area.
9. Lake banks shall be inspected for erosion or shoals at least every six months and no less than one year. Should erosion or shoals appear, they shall be corrected immediately to prevent further issues with the system.
10. Operation and maintenance of all operable control structures.

Blaine Bergstresser,
P.E.

FL Lic. No.84598

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North			
South			
East			
West			

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current					
****Proposed**					N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	
****Proposed Zoning/FLU**	
***Change in Demand**	

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU		
****Proposed Zoning/FLU**		
***Change in Demand**	Trips	Trips
Impact to Capacity		

IV. Project Description

PHASING
Is this project (phase) part of a larger project? [ ] Yes [ ] No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage):
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA

Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. [ ] Yes [ ] No

B. 1. Does this application involve demolition or re-use of any structure(s)? [ ] Yes [ ] No
If yes, what is the size of the structure(s) to be demolished or re-used? _____
2. What is the current use of the structure to be demolished or re-used? _____
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? [ ] Yes [ ] No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 3804 SUNRISE BLVD
Sec/Town/Range: 33/35S/40E
Parcel ID: 2433-123-0001-000-1
Jurisdiction: Saint Lucie County

Use Type: 0000
Account #: 33028
Map ID: 24/33N
Zoning: RS-3 - Cou

Ownership

DT VENTURES 1 LLC

PO Box 92280
Rochester, NY 14692

Legal Description

33 35 40 S 546 FT OF NW 1/4 OF NE 1/4 LYG E OF SUNRISE BV (11.34 AC)

Current Values

Just/Market Value:	$352,200
Assessed Value:	$319,550
Exemptions:	$319,550
Taxable Value:	$0

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	11.34
Land Size (SF):	493,970.4

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	160	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Dec 21, 2023	5087 / 2982	0117	WD	CONGREGATION OF THE SACRED HEART OF JESUS INC	$915,000
Sep 11, 2021	4702 / 2343	0111	QC	Le AmyLou N	$100
Apr 26, 2021	4608 / 0109	0001	WD	Robert G Skinner Living Trust	$340,000
Apr 26, 2021	4608 / 0109	0001	WD	Skinner (LF EST) Robert G	$340,000
May 19, 2020	4428 / 1540	0114	WD	Skinner Robert G	$100
May 14, 2003	1712 / 2861	XX01	TRUST	Ida L Childs Revocable Trust	$140,000
Jul 21, 1998	1160 / 1657	XX02	WD	Ida L Childs	$100
Dec 10, 1997	1114 / 2909	XX02	WD	Ida F Childs	$100
Aug 15, 1996	1031 / 0540	XX02	WD		$100
Aug 15, 1996	1031 / 0540	XX02	WD	CHILDS, REGINALD L REV TR	$100

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%

Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$352,200
Just/Market:	$352,200
Ag Credit:	$0
Save Our Homes or 10% Cap:	$32,650
Assessed:	$319,550
Exemption(s):	$319,550
Taxable:	$0

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
2023	2022	3600	Church	$319,550

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	11.34	North St. Lucie Water Management District	$272.16

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2023	$352,200	$319,550	$319,550	$0
2022	$290,500	$290,500	$290,500	$0
2021	$218,800	$218,800	$0	$218,800
2020	$212,400	$204,574	$0	$204,574

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Saint Lucie County

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5282370 OR BOOK 5087 PAGE 2982, Recorded 12/27/2023 11:19:18 AM Doc Tax: $6405.00

Prepared by and return to:
Javed Rahman, Attorney at Law
RAHMAN | LE PLLC
1000 Southwest 86th Court
Miami, FL 33144
(305) 542-0402
File No 23-407

Parcel Identification No 2433-123-0001-000-1

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 21 **day of December, 2023** between **CONGREGATION OF THE SACRED HEART OF JESUS INC, a Florida Not for Profit corporation**, whose post office address is **2921 Northeast 48th Street, Lighthouse Point, FL 33064**, of the County of Broward, State of Florida, Grantor, to **DT VENTURES 1 LLC, a Florida limited liability company**, whose post office address is **PO Box 92280, Rochester, NY 14692**, of the County of Monroe, State of New York, Grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees.)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN DOLLARS (U.S.$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County, Florida**, to-wit:

The South 546 feet of the Northwest 1/4 of the Northeast 1/4, lying East of the White City Road (Sunrise Boulevard), in Section 33, Township 35 South, Range 40 East, said land lying and being in Saint Lucie County, Florida.

a/k/a 3804 Sunrise Boulevard, Fort Pierce, FL 34982 *(for informational purposes only)*

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2024 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any, but said reference shall not operate to reimpose same.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenant with the Grantee that the Grantor is lawfully seized of said land in fee simple, that Grantor have good right and lawful authority to sell and convey said land and that the Grantor hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2023.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE FOLLOWS]

WARRANTY DEED – Signature Page
PIN: 2433-123-0001-000-1

In Witness Whereof, Grantor have hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

WITNESS 1
PRINT NAME: Javed Rahman
WITNESS 1
ADDRESS: 1000 SW 86th Ct. Miami FL

CONGREGATION OF THE SACRED HEART OF JESUS INC,
a Florida Not For Profit Corporation

By: _____
Peter Tan Le, President

WITNESS 2
PRINT NAME: Chabeli Roqueta
WITNESS 2
ADDRESS: 1000 SW 86th Ct. Miami FL

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization this 21 day of December, 2023 by Peter Tan Le, President of Congregation of the Sacred Heart of Jesus Inc, a Florida Not for Profit corporation, on behalf of the corporation.

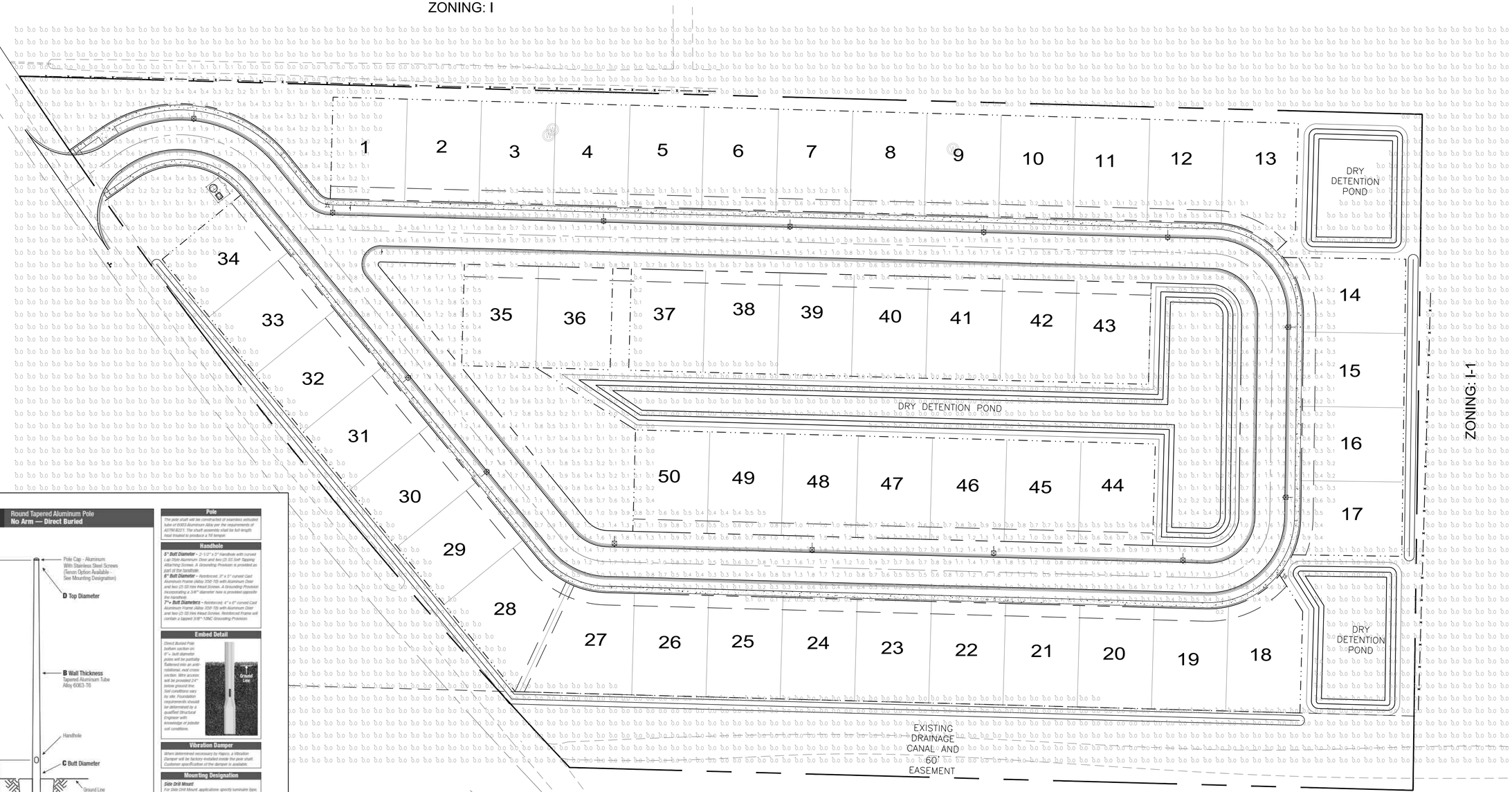
[Notary Seal]

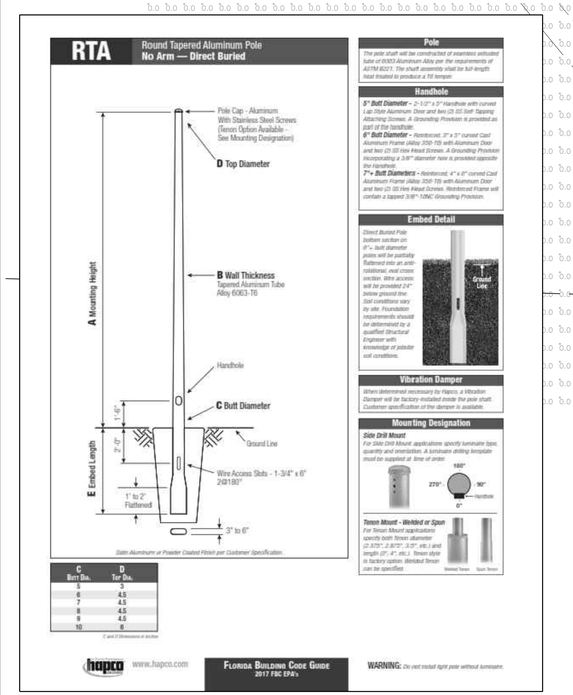
Javed Rahman
Comm.#HH000009
Expires: May 14, 2024
Bonded Thru Aaron Notary

Signature of Notary Public
Print, Type/Stamp Name of Notary

Personally known: _____ OR Produced Identification: X Type of Identification Produced: FL

WHITE CITY CEMETERY
ZONING: I





Landreth Lighting Luminaire Schedule

Symbol	Manufacturer	Qty	Label	Arrangement	Description	LLF	BUG Rating	Arranged Watts	Arranged Lumens
	Lithonia Lighting	15	SLA	Single	DSX0 LED P5 30K 70CRI T3M MVOLT RPA NLTAIR2 PIRHN HS FINISH TBD: MOUNTED 25' AFG ON ROUND TAPERED ALUMINUM DIRECT BURIED POLE	1.000	B1-U0-G3	90.12	10055

Landreth Lighting Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Entire Site	Illuminance	Fc	0.26	2.0	0.0	N.A.	N.A.
Drive Lane	Illuminance	Fc	1.20	2.0	0.5	2.40	4.00

North
GRAPHIC SCALE
40 0 40 80 120
SCALE: (1 Inch = 40 Feet)

ZONING: RS-3

KMA
ENGINEERING & SURVEYING, LLC.
3001 INDUSTRIAL AVE 2
FORT PIERCE, FL 34946
(772) 569-5505
FBPE C.O.A. # 33705

REVISIONS:

BY:	DATE:	COMMENT:

NOT FOR CONSTRUCTION

PROJECT: SUNRISE LAKES
CITY OF FORT PIERCE, FLORIDA

CLIENT: INTEGRITY 1ST CONSTRUCTION GROUP

BLAINE ROBERT BERGSTRESSER LICENSE NO. 84598 STATE OF FLORIDA PROFESSIONAL ENGINEER

BLAINE BERGSTRESSER, P.E.
FLORIDA LICENSE No. 84598
02/24/2022

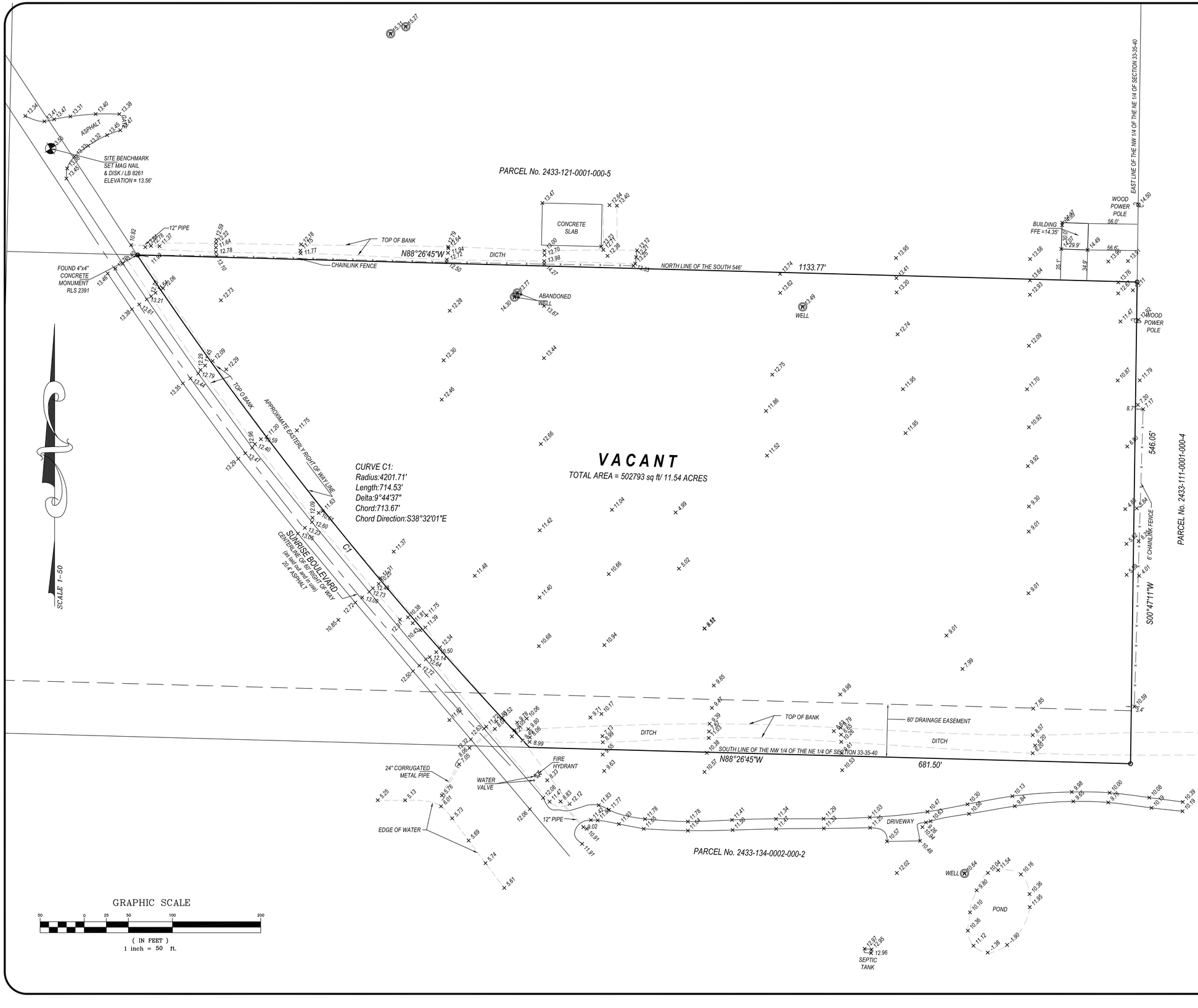
811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast. It's free. It's the law.
www.callsunshine.com

PROJECT No.:	24-1001
DRAWN BY:	SCB
CHECKED BY:	BRB
DATE:	04/02/2024
CAD I.D.:	24-1001-PHOTO

SHEET TITLE:
PHOTO-01

SHEET NUMBER:

Printed on Tuesday, July 09, 2024, 12:17 PM by Blaine Bergstresser - X:\24-1001-PHOTO-------XLAPLUS PHOTO.dt

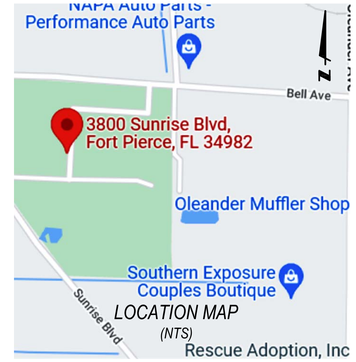


GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)

1 inch = 50 ft.



PROPERTY ADDRESS:
3804 SUNRISE BLVD
FORT PIERCE, FLORIDA 34982

FLOOD ZONE: *"X"*
PANEL NO: *12111C 0189K*
DATE: *FEBRUARY 19, 2020*

CERTIFIED TO:
DT VENTURES 1 LLC, A FLORIDA LLC.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
RAHMAN LE PLLC
ATTORNEYS' TITLE FUND SERVICES LLC

LEGAL DESCRIPTION:
THE SOUTH 546 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LYING EAST OF WHITE CITY ROAD (SUNRISE BOULEVARD) IN SECTION 33, TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAID LAND LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

SURVEYORS' NOTES:
1. I HEREBY CERTIFY THIS SURVEY MEETS STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
2. THE SURVEY MAP AND REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR VERIFIED ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. UNDERGROUND OR OBSCURED IMPROVEMENTS WERE NOT LOCATED.
4. DIMENSIONS ARE RECORD AND FIELD UNLESS OTHERWISE NOTED.
5. STATED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
6. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 8261.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. SURVEY SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD. (UNLESS A TITLE REVIEW, COMMITMENT REVIEW, OR OWNERSHIP AND ENCUMBRANCE REVIEW IS PRESENT ON THE FACE OF THIS DOCUMENT, THIS SURVEY HAS BEEN COMPLETED IN THE ABSENCE OF A TITLE INSURANCE POLICY).
9. LOCATION MAP IS GLEANED FROM ONLINE MAPPING SITES AND AND IS ONLY APPROXIMATE.
10. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. (NAVD'88)
11. NO FIELD VISIT WAS COMPLETED AT THE TIME OF THIS RECERTIFICATION

JOB#	DB	AK	12-19-23
22-0387	FIELD	CD	06-25-22
	RECERTIFY BOUNDARY SURVEY PURPOSE	DRAFT	DATE

SIGNED: *DOUG WALKER, PSM, PRINCIPAL SURVEYOR AND MAPPER*
PROFESSIONAL LAND SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 7211

BOUNDARY AND TOPOGRAPHIC SURVEY

PRINCIPAL MERIDIAN SURVEYING, Inc.
LICENSED BUSINESS No. 8261
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
OFFICE 561-478-7764

Legend

- Electric Primary Wire
- Transmission Wire
- Gas Main
- Fiber Optic Cable
- Potable Water Main
- Raw Water Main
- Wastewater Force Main
- WW Gravity Main
- Pole
- Fuse
- Transformers
  - Overhead
  - Pad Mount
- Valves
  - Gas
  - Water
  - Raw Water
  - Waste Water
- Fire Hydrant
- Well
- PS Lift Station

Disclaimer:

The data contained herein is offered "as is", with no claim or warranty as to its accuracy or completeness. The data is for reference only and should not be considered to be of survey precision. Due to formatting restrictions, the information provided in the map may not be represented in the legend.

811 Know what's below. Call before you dig.

Date: 3/25/2024

FPUA COMMUNITY PROUD

N

1 inch = 200 feet

FPUA Web Map

Created By:
Name

(772) 466-1600
FAX (772) 461-1938

100% GOPHER TORTOISE SURVEY
COMPLETION REPORT

3804 SUNRISE BLVD, FORT PIERCE, FL – 11.34 ACRES
SAINT LUCIE COUNTY
PARCEL ID: 2433-123-0001-000-1
SECTION 33, TOWNSHIP 35 SOUTH AND RANGE 40 EAST

Prepared for:

DT VENTURES 1 LLC
PO Box 92280
Rochester, NY 14692-0280

Prepared By:

Patrick Zuloaga

Florida Fish and Wildlife Conservation Commission Gopher Tortoise Agent

Permit No.: GTA-13-00002D

January 26, 2024

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Site Location and Description 1
Methods 2
Results/Discussion 3
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Figure 2. Cooperative Land Cover Map 1
Figure 3. Soils Map 2
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INTRODUCTION

An upland habitat survey for gopher tortoise (*Gopherus polyphemus*) was conducted on the approximately 11.34-acre property located on 3804 Sunrise Blvd, Fort Pierce, Florida (see Figure 1). The survey included review of 100% of potential gopher tortoise habitat within the subject property.

The objectives of the survey were to document gopher tortoise burrows within the construction footprint of the property to confirm presence/absence, document the status and location of gopher tortoise burrows, and approximate the number of tortoises that would need relocation. The results of the survey determine the subsequent actions required to develop the subject property.

This Survey Report provides a summary of the survey activities conducted, including methods used and areas surveyed. Survey activities were executed according to the burrow survey methodology from the Florida Fish and Wildlife Conservation Commission (FWC) Gopher Tortoise Permitting Guidelines, April 2008, Revised April 2023, Appendix 4 Methods for Burrow Surveys on Development (Donor) and Recipient Sites, 100% Burrow Survey Protocol. Survey activities were conducted on January 25 and the morning January 26, 2024. The information contained herein is based on the findings from the field survey.

SITE LOCATION AND DESCRIPTION

The ±11.34-acre property is located in White City, a census-designated place (CDP) in Saint Lucie County within Section 33, Township 35 South and Range 40 East. The subject property is along the east side of Sunrise Blvd. The Saint Lucie County Property Appraiser lists the Property Parcel ID as 2433-123-0001-000-1. The Future Land Use designation is residential.

The vegetative component of the subject property is predominantly exotic vegetation, shrub brushland, cabbage palms and scattered hardwoods. An isolated waterbody is present within the north west corner and a water filled ditch runs along the southern boundary of the subject property. The Florida Cooperative Land Cover (CLC) System developed by the Florida Fish and Wildlife Conservation Commission (FWC) classifies the land cover as 1821 – Low Structure Density and 18332 – Fallow Orchards. The predominant land cover classification is Fallow Orchards (1832). Figure 2 provides the CLC map for the subject property.

The vegetative community was characterized in the field as a degraded mixed upland community consisting of shallow ridge and furrows with a sparse canopy and dense shrub stratum. The ridge and furrow landform is a result of the historic orchard land use. The canopy stratum consists primarily of cabbage palm (*Sabal palmetto*), and laurel oak (*Quercus laurifolia*). The shrub stratum consisted of dense ceaserweed (*Urena lobata*), Jack-in-the-bush (*Chromolaena odorata*), Brazillian pepper (*Schinus terebinthifolia*), and shoebutton ardisia (*Ardisia elliptica*). Ground cover stratum was generally limited due to the dense canopy, shrub and vine cover. Limited areas with herbaceous vegetative cover were observed providing suitable forage for gopher tortoises.

The Natural Resources Conservation Service (NRCS) Web Soil Survey lists five soil types within the subject property. Table 1 provides a summary of the soil types present within the subject property. Figure 3 provides the NRCS Web Soil Survey graphically for the subject property. A brief description of each soils type follows.

Table 1. Web Soil Survey Summary

Map Unit Symbol	Map Unit Name	Acres	Percent of property
2	Ankona and Farmton sands	2.6	23.2%
4	Arents, 0 to 5 percent slopes	1.3	11.8%
43	Susanna and Wauchula sands	3.6	32.3%
44	Tantile and Pomona sands	1.5	13.2%
55	Winder loamy sand	2.2	19.5%
Totals for Area of Interest		**11.1**	**100.0%**

Ankona and Farmton sands is poorly drained soil found in flatwoods on marine terraces. The seasonal high-water table is at a depth of 6 to 18 inches. The gopher tortoise burrowing suitability is rated as "less suited". Less Suited rating states that these soils have characteristics that may limit establishment, maintenance, or use of the site by gopher tortoise. Colonization and population densities may be below average or restricted in the area due to the limiting factors even though all of the other species habitat requirements are met (USDA, 2024).

Arents are Somewhat poorly drained sandy soils found on rises in marine terraces. Depth to water is 18 to 36 inches. This soils type is listed as not rated in the Web Soil Survey gopher tortoise burrowing suitability.

Susanna and Wauchula sands are poorly drained soil found in flatwoods on marine terraces. The seasonal high-water table is at a depth of 6 to 18 inches. The gopher tortoise burrowing suitability is rated as "unsuitable". These soils have characteristics that may limit establishment, maintenance, or use of the site by gopher tortoise. Areas of included soils with better drainage may provide suitable soil properties in some locations (USDA, 2024).

Tantile and Pomona sands are poorly drained soil found in flatwoods on marine terraces. The seasonal high-water table is at a depth of 6 to 18 inches. The gopher tortoise burrowing suitability is rated as "unsuitable" (USDA, 2024).

Winder loamy sand is poorly drained soil found in flats on marine terraces. The seasonal high-water table is at a depth of 12 to 18 inches. The gopher tortoise burrowing suitability is rated as "less suited" (USDA, 2024).

METHODS

The survey activities were completed by an FWC gopher tortoise agent and performed in accordance with those specified in Appendix 4 of the FWC Guidelines. Equipment utilized during the survey included a camera, Trimble DGPS unit, and a handheld datalogger running Solo Field mapping software.

The pedestrian survey was conducted by walking pre-determined transects in an approximate east-west orientation at 50-foot spacing across 100 percent of the subject property (see Figure 4). Apparent burrow activity status (active, inactive, or abandoned), size (juvenile <5 in.; subadult 5-8 in.; adult >8 in.), GPS coordinates, and photographs were recorded for each burrow encountered along each transect. Burrows that were not clearly made by a tortoise were not recorded.

RESULTS/DISCUSSION

The 100 % pedestrian survey of the project area resulted in no potentially occupied burrows. Multiple burrows from other burrowing fauna (i.e., armadillo *[Dasypus novemcinctus*]) were noted during the survey. Figure 4 provides the survey design graphically.

An apparent high-water table and dense vegetative cover provides poor quality gopher tortoise habitat throughout the majority of the subject property. Ponding, saturated soils, and organic soils were observed throughout the property. Optimal forage species (i.e., asgrasses and forbes) were generally absent due to the dense canopy and shrub, and cover. Additionally, approximately 50 percent of the soil types on the property are classified as "unsuitable" while the other 50 percent are listed as "less suited".

In Florida, gopher tortoises are categorized as Threatened on the Endangered Species List and are therefore protected by state law, Chapter 68A - 27.003, FL Administrative Code. An FWC relocation permit is required prior to any disturbance to a burrow or handling of a tortoise. Please note that ground disturbances within 25 feet in any direction from the burrow is prohibited until a relocation permit has been obtained and the tortoise has been relocated to either and offsite recipient site or a suitable onsite relocation area. The findings of this survey are valid for a period of ninety days. A resurvey must be completed prior to construction activities that will occur beyond the ninety-day period.

REFERENCES

Florida Fish and Wildlife Conservation Commission Gopher Tortoise Permitting Guidelines. Revised April 2023. 133 pp.

U.S. Department of Agriculture, Natural Resources Conservation Service, Web Soil Survey. Accessed 1/25/2024.

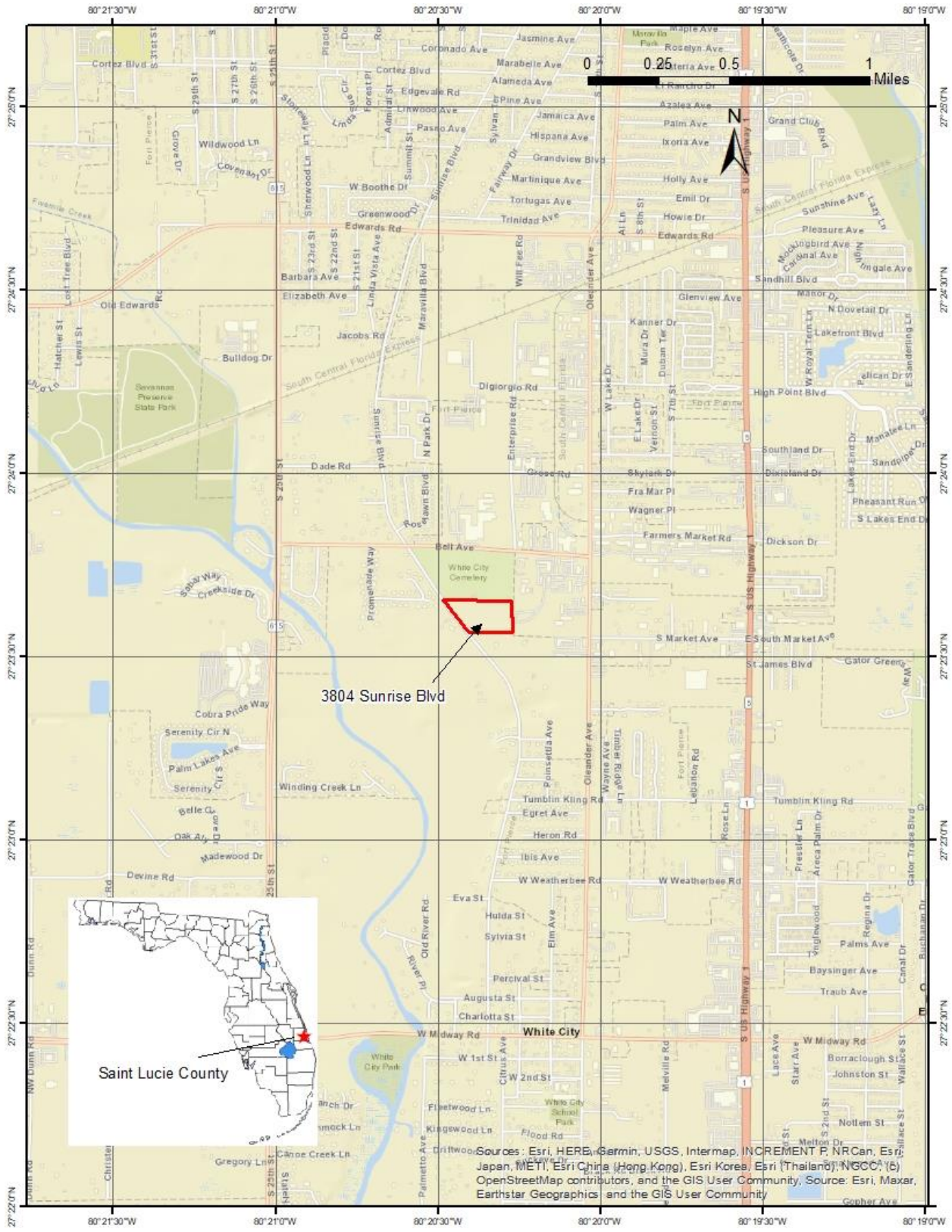


Figure 1. Project Location Map

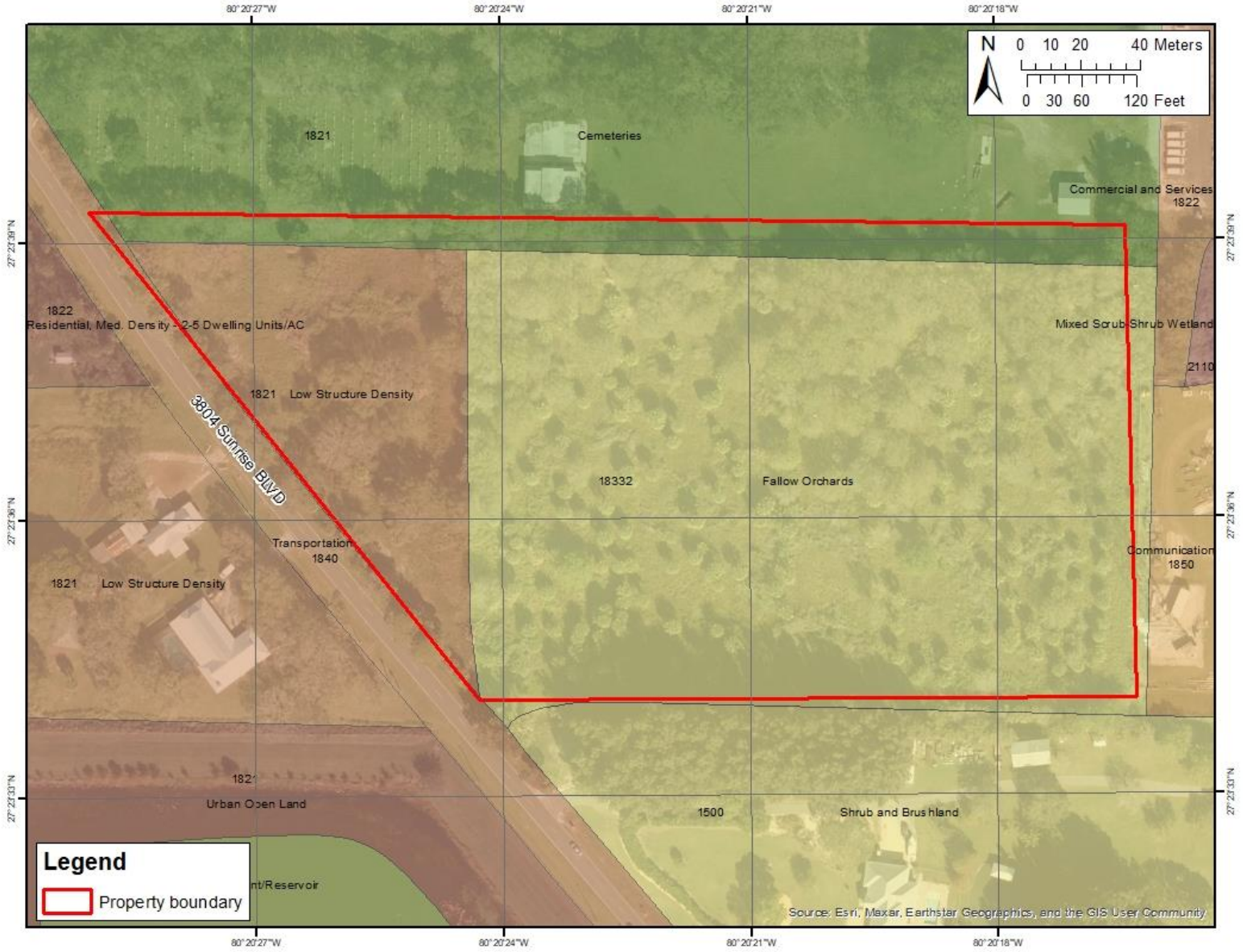


Figure 2. Cooperative Land Cover Map

Figure 3. Soils Map

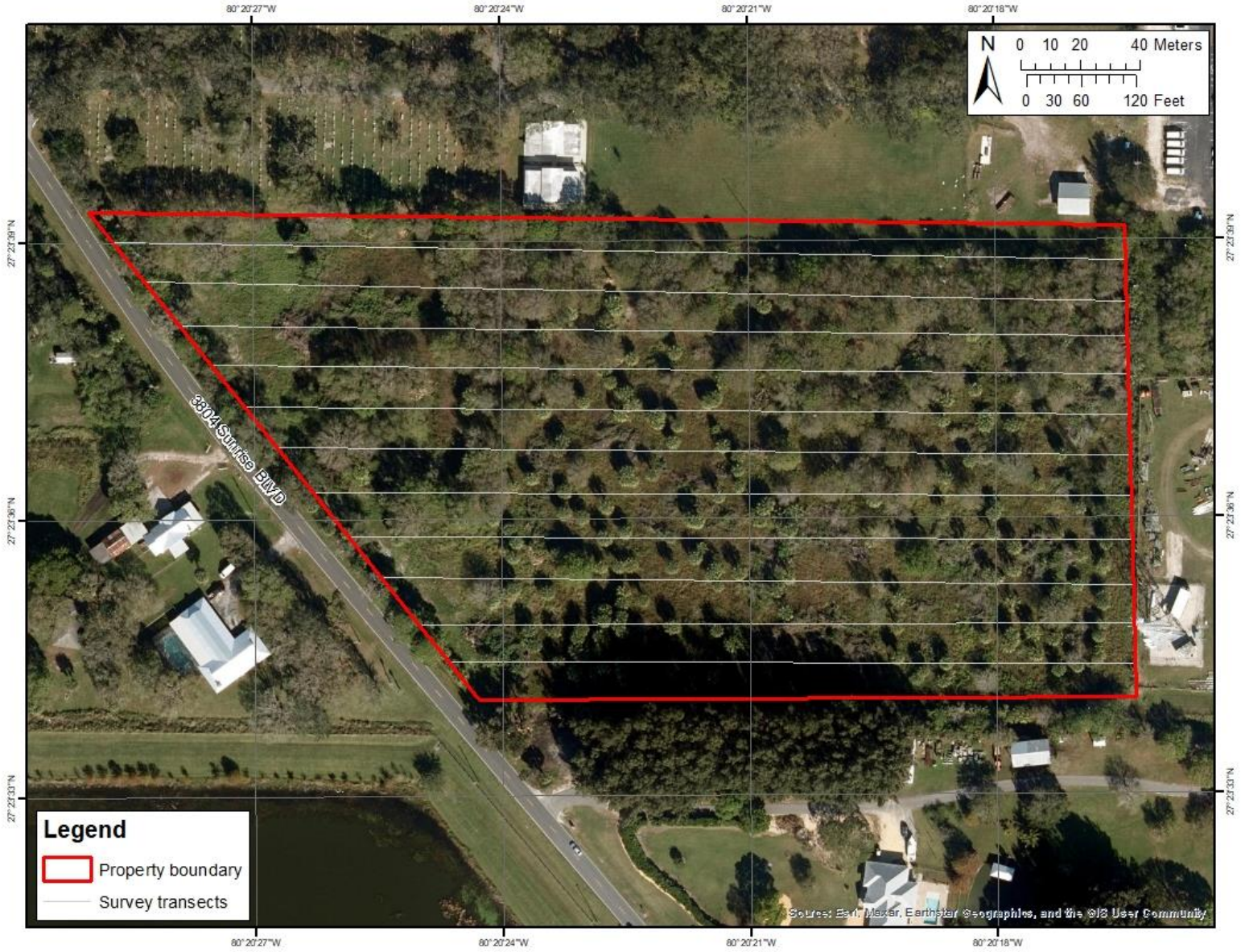
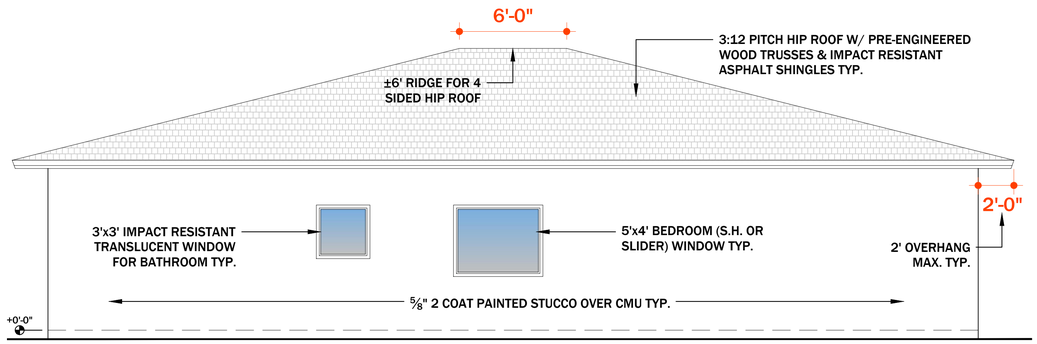


Figure 4. Gopher Tortoise Survey Map

Legal Description

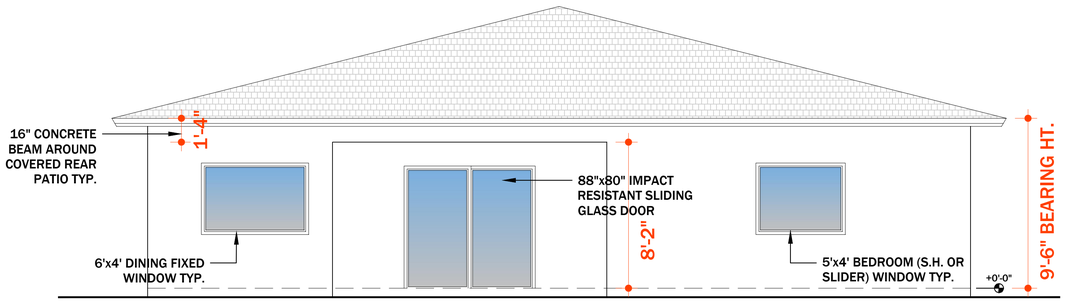
The south 546 feet of the northwest ¼ of the northeast ¼, lying east of White City Road (Sunrise Boulevard) in Section 33, Township 35 South, Range 40 East, said land lying and being in St. Lucie County, Florida.

"IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT TO ALTER THESE PLANS AND SPECIFICATIONS." THIS DOCUMENT CONTAINS PROPERTY INFORMATION AND SHALL NOT BE USED OR REPRODUCED, OR ITS CONTENTS DISCLOSED, IN WHOLE OR IN PART, WITHOUT THE PRIOR WRITTEN CONSENT OF ALL TERRAIN ARCHITECT, LLC - LICENSE #AR100808
CONTRACTOR(S) SHALL VERIFY EXISTING CONDITIONS AND CORRELATE DIMENSIONS PRIOR TO PROVIDING THE WORK DETAILED IN THESE DRAWINGS, AND SHALL PROMPTLY NOTIFY THE DESIGNER OF ANY DISCREPANCIES.



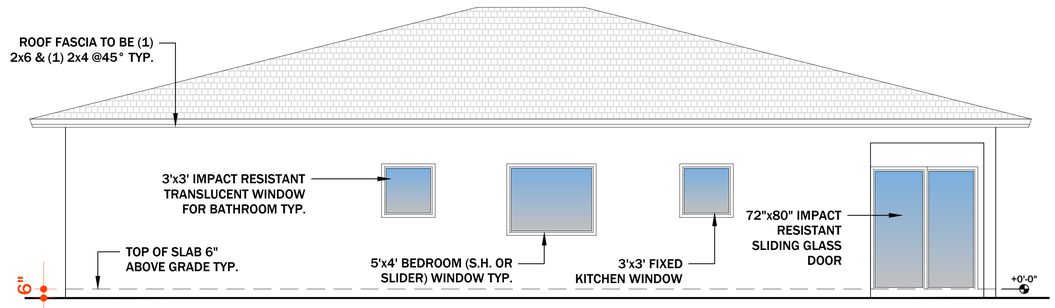
5 PROPOSED SIDE ELEVATION

SCALE: 1/4" = 1'-0"



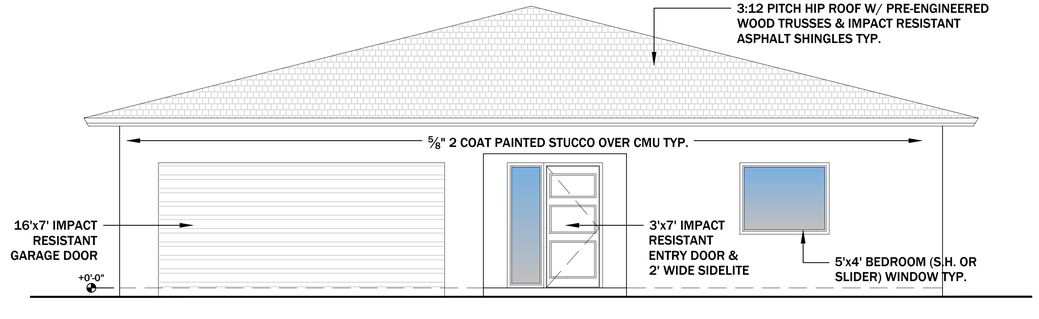
4 PROPOSED REAR ELEVATION

SCALE: 1/4" = 1'-0"



3 PROPOSED SIDE ELEVATION

SCALE: 1/4" = 1'-0"

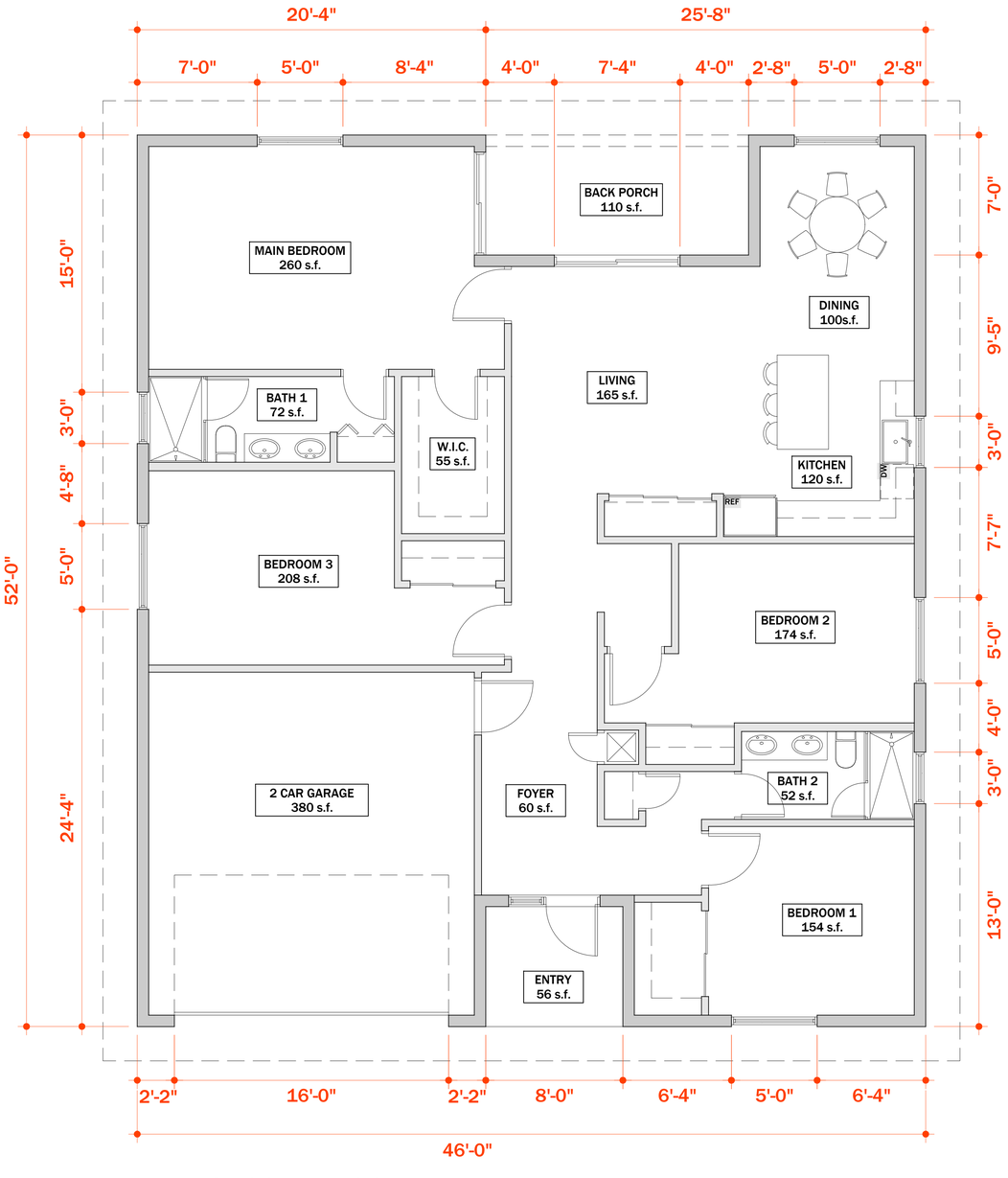


2 PROPOSED FRONT ELEVATION

SCALE: 1/4" = 1'-0"

HOUSE MODEL A: 4 BED 2 BATH / 2,392 S.F.

TOTAL FOOTPRINT: 2,392 S.F.
HVAC SPACE: 1,818 S.F.



1 PROPOSED FLOOR PLAN

SCALE: 1/4" = 1'-0"

VARIES

© 2024

ALL TERRAIN ARCHITECT LLC

OFFICES:
8051 N TAMIAMI TRAIL
E6
SARASOTA
FL 34243

21266 SUMMERTRACE CIR.
BOCA RATON
FL 33428

PROJECT
SUNRISE LAKES RESIDENTIAL COMMUNITY

3804 SUNRISE BLVD
FORT PIERCE
FL 34982

DATE: 4/15/2024
PROJECT # 24101

REVISION	DATE
1	
2	
3	
4	
5	
6	

NOTES:
1. DO NOT SCALE THE DRAWINGS DUE TO SHEET & PLOTTING DIFFERENTIAL. FOLLOW THE DIMENSIONS & ALWAYS FIELD VERIFY

SCHEMATIC DESIGN

STATE OF FLORIDA
ARTHUR MOLINARI
AR 100808
REGISTERED ARCHITECT

MODEL A PLAN & ELEVATIONS

0' 1' 2' 4' 8'
SCALE: 1/4" = 1'-0"

A-1.0

DRAWN BY: ATA

KMA Engineering & Surveying

3001 Industrial Ave 2
Fort Pierce, Fl. 34946
772-569-5505

February 24, 2025

Attention: Vennis Gilmore, Assistant Planning Director
Subject: Sunrise Lakes PD
Location: 3804 Sunrise Boulevard
RE: TRC No. PD2024-00002

We are in receipt of comments dated December 18th, 2024, and have the following responses:

SURVEY COMMENTS:

1. Previous comment "The PDF file of the survey does not accurately scale to the noted 1" = 50', please provide an electronic file of the certified boundary and topographic survey which was converted at the appropriate noted plan scale was not addressed as no survey was provided in the resubmittal.
   Response: Please see attached survey

PLANNED DEVELOPMENT COMMENTS:

1. Address the following previously provided comments:
   a. The submitted Gopher Tortoise Survey and the Capacity Analysis information had areas that were unreadable as some on the font did not transfer when converted to the PDF files. Please update the documents and resubmit.
      Response: Both read fine on our end. Please note there are no gopher tortoise burrows observed onsite.

   b. Remove all landscaping from within the limits of any proposed stormwater treatment areas such as conveyance swales.
      Response: All landscaping has been removed from stormwater areas or swales have been relocated

   c. The site plan shall include the boundary information along the Sunrise Boulevard property line, dry retention area setbacks, driveway setbacks, and street names.
      Response: The boundary and street names are shown on the Site

Plan. The setbacks are shown in the table and the area of the dry ponds is shown in the tables

d. The site plan contains two (2) different Typical Not Details that are illegible; please revise these details so they are readable and resubmit.
Response: Details have been removed

2. The landscape plan indicates a proposed bioswale situated in the middle of the project. However, the engineering plans reflect a dry retention area; please revise the plan so they do not contradict with one another.
Response: The engineering plans call the middle pond a bioswale

3. ADVISORY COMMENTS:
   a. The site contains active gopher tortoise burrows which means prior to issuance of any clearing permits or site development permits, the applicant shall submit a 100% gopher tortoise survey complete with a gopher tortoise relocation plan and the relocation permit issued by the Florida Fish and Wildlife Conservation Commission for the relocation of on-site gopher tortoises to a protected off-site location.
   Response: Acknowledged

   b. The drainage plan was reviewed conceptually and will be reviewed in depth at time of building permit submittal.
   Response: Acknowledged

   c. Sunrise Boulevard is a St. Lucie County roadway; the applicant shall contact St. Lucie County directly for possible R/W donation and required improvements with the Sunrise Boulevard right-of-way.
   Response: Acknowledged

PLANNING/ZONING COMMENTS

1. Please submit the Final Plat Application with supporting documents separately in the in the Tyler Portal.
Response: A Final Plat application will be submitted separately

2. The documents that were submitted on 12/10/2024 were mislabeled. There were documents labels as Color Board and Design Review Narrative that did not match the descriptions. The Color Board was the Construction Plans/Site Plan, the Design Review Narrative was the TRC Response Letter, etc. Please submit a Design Review Narrative and new renderings per the previous TRC Comments.
Response: This was due to the online portal not allowing us to upload certain attachments. We had to chose headings that were available in the drop down menu

3. Provide an electronic color board with proposed color palettes.

Response: Please see attached updated elevations

4. Consider lighter and more vibrant colors than black and greys.
   Response: Please see attached updated elevations

5. Consider the inclusion of a noise barrier/wall, other sound absorbing or reducing residential building techniques/materials to minimize any potential disruptions experience by future residents of the community.
   Response: An increased landscape area has been added to the south and a wall/fence may be added to the western property line

6. Please be sure to contact Kori Benton, Planning Manager, St. Lucie County at 772-462-2518 or bentonk@stlucieco.org and Grant Chambers, Senior Project Engineer, St. Lucie County at 772-462-1707 or chambersg@stlucieco.org, to check on the status of your County Road Traffic review by St. Lucie County's third party traffic consultant.
   Response: A response has been submitted to SLC based off their recent traffic review

7. Consider the addition of a development amenity between lots 35 and 50. Example: pocket park, etc.
   Response: That area has been designated as an amenity area. A gazebo or small clubhouse may be added there by the future homebuidler

We hope we have sufficiently addressed all your concerns. If you have any questions, please do not hesitate to contact us. Thank you for your time in reviewing this submittal.

Cordially,

Blaine Bergstresser, P.E.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Vennis Gilmore, Senior Planner

From : Tracy Telle, Engineering Manager

Thru : Mark Zrallack, P.E., City Engineer

Re : Sunrise Lakes Final PD – 3804 Sunrise Boulevard
TRC No. PD2024-00002

Date : May 8, 2025

This is to advise you that we have completed the review of the following documents received by this office on May 8, 2025:

- [x] Final PD Application
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] Construction Drawings
- [ ] Executed Construction Contract
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Final PD Approval
- [ ] Building Permit
- [ ] C/O

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

- [x] See attached for advisory comments

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\S\Sunrise Lakes\Final Plan Development\Submittal No. 4 - 050825\PD Approval - 050825.docx

ADVISORY COMMENTS:

1. An updated gopher tortoise survey will be required before any site clearing activities.
2. The drainage plan was reviewed conceptually and will be reviewed in depth at the time of building permit submittal.
3. Sunrise Boulevard is a St. Lucie County roadway; the applicant shall contact St. Lucie County directly for possible R/W donation and required improvements with the Sunrise Boulevard right-of-way.

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

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: KEV FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: PD2024-00002 SUNRISE LAKES - ORD AND DA REVIEW

CAO RLS FILE: RLS 25-78

DATE: APRIL 22, 2025

I have reviewed the above Request for Legal Services (RLS) related to a Rezoning Ordinance and a Planned Development (PD) Zoning Agreement ("Agreement"). There was confusion in the items in Agenda Quick as to whether this was a Master or Final PD. I've made suggested changes to the Ordinance as a Master and a Final. Both are uploaded to Agenda Quick in Track Changes and a Clean Copy. The Master PD Ordinance Clean Copy and the Final PD Ordinance Clean Copy are both approved as to form and correctness.

The Agreement is uploaded in Track Changes for a Master PD and a Final PD. I've sent both of those to the Owner's attorney as well. There are suggested changes and comments with questions and/or areas noted for your review before the Agreement can be finalized. I will work with you and the Owner's attorney to get the Agreement in final form. You do not need to resubmit the Agreement at this time.

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

Thank you.
SH

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Sunrise Lakes Final PD 25-020

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: July 6, 2025

NOTICE BY MAIL: July 3, 2025

NOTICE BY SIGNS: May7, 2025

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE: **DATE:** July 9,2025

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

Received
JUL 15 2025
City Clerk's Office

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

07/06/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/06/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$151.36	
Tax Amount:	$0.00	
Payment Cost:	$151.36	
Order No:	11464978	# of Copies:
Customer No:	1126527	0
PO #:	LSAR0327387	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Section 166.041 (3)(a) of Florida State Statutes, will on Monday, July 21, 2025 at 5:05 p.m. hold a Quasi-Judicial Public Hearing on first reading and will on Monday, August 4 at 5:05 p.m. hold a second reading on the enactment of the proposed ordinance in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE 25-020 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE CITY'S ZONING ATLAS FOR ONE(1) PARCEL CONTAINING APPROXIMATELY 11.54 ACRES, MORE OR LESS, AND BEING LOCATED AT OR NEAR 3804 SUNRISE BOULEVARD IN FORT PIERCE, FLORIDA FROM (R-3) SINGLE FAMILY MODERATE DENSITY ZONE TO PLANNED DEVELOPMENT (PD); ESTABLISHING THE SUNRISE LAKES PLANNED DEVELOPMENT ZONE WITH A FINAL DEVELOPMENT SITE PLAN AND CONDITIONS OF DEVELOPMENT; APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUBJECT PROPERTY: PARCEL ID: 2433-123-0001-000-1

All interested parties may appear at the meeting and be heard with respect to the Application(s). The Quasi-Judicial procedures can be found on the City's website: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

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

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

/s/ Linda W. Cox, City Clerk
July 6 2025
LSAR0327387

Item 12a

To

Ft Pierce City Commissioners

July 21, 2025

Thank you for your consideration while hearing and discussing the concerns imposed by the Sunrise Lakes Development proposal, 3804 Sunrise Blvd.

Sunrise Blvd has long been a quaint two-lane road which up until recently did not have a lot of traffic concerns. Many commuters use Sunrise Blvd now in place of 25th St or Oleander Ave and unfortunately use it at a high rate of speed. I personally have experienced tailgaters several times over the summer which is dangerous and quite annoying. One of my main concerns about the developments being proposed for our area is the traffic and speeders. Additional developments without increased road patrol and road improvements will only exacerbate safety concerns and hazards.

My other concerns are many; replacing natural habitat with high density housing, drainage issues affecting all White City, and the effect of out-of-control building and how it will diminish the character of White City and its surroundings.

The Ravinia project which has greatly affected my community located off of Midway Road, is what we call a "bait and switch" tactic. The original plan was for single family homes and now it is a rental community. This is not right for our community and for those of us who have lived here and loved our community for many generations.

Development should enhance, not erode the value, safety and livability of our community.

Sincerely,

Ronna Perry

5080 W Virginia Dr

Ft Pierce, Fl 34981

City Commission Regular Meeting - 5:05 PM **12. D.**

Meeting Date: 09/15/2025

Re: 25-015 FPUA Comp Plan Text Amendment - Adoption Hearing

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 25-015 - An Ordinance amending the City's Comprehensive Plan Infrastructure Element at Policy 3.12.7, to adopt the FPUA 10-Year Water Supply Facilities Work Plan by reference (Adoption and submittal to Florida Commerce). SECOND READING

SUMMARY:

Pursuant to Section 163.3177(6)(c)3 Florida Statutes, the City of Fort Pierce is required to update the Comprehensive Plan's Water Supply Facilities Work Plan. To that end, this proposed Comprehensive Plan Text Amendment seeks to revise the City's water demand projections for a planning period of ten (10) years. Attached Ordinance 25-015, which contains the proposed Work Plan as Exhibit "A," identifies alternative and traditional water supply projects and conservation and future reuse activities needed to meet the projected future demands. The Work Plan itself was last amended on July 7, 2024, by the Fort Pierce Utilities Authority (FPUA).

On February 18, 2025, the City Commission approved the Transmittal of this Comprehensive Plan Amendment to the Florida Commerce Department and relevant reviewing Agencies. As a result of that submittal, staff received recommendations which involved amendment(s) to be made to the Water Supply Facilities Work Plan. Those amendments have been completed and are incorporated into the final document attached to this agenda item.

The deadline to adopt and transmit the final amendment to the Comprehensive Plan Amendment to the Florida Commerce Department is set at 180 days after receiving comments. That date is September 17, 2025.

RECOMMENDATION:

Approve the Adoption of Ordinance #25-015 Text Amendment of the Comprehensive Plan Infrastructure Element at Policy 3.12.7, to adopt the FPUA 10-Year Water Supply Facilities Work Plan by reference and submit such to the Florida Commerce Department.

ALTERNATIVES:

Disapprove the Adoption of Ordinance #25-015 Text Amendment of the Comprehensive Plan Infrastructure Element at Policy 3.12.7, to adopt the FPUA 10-Year Water Supply Facilities Work Plan by reference and submit such to the Florida Commerce Department.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director

COORDINATED WITH:
FPUA
Technical Review Committee
Planning Board: January 13th, 2025

Fiscal Impact

Budgeted Y/N: N
OTHER INFORMATION:
N/A

Attachments

Staff Presentation
Staff Report
Ord #25-015
FPUA Amended WSP
Florida Commerce Comments
Florida Commerce Notice
Agency Review Comments
Extract From Comprehensive Plan
Public Notification Certification
Business Impact Form
RLS Approval
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	08/29/2025 04:46 PM

Form Started By: Kev Freeman
Started On: 08/25/2025 09:47 AM
Final Approval Date: 08/29/2025

CITY OF FORT PIERCE

CITY COMMISSION

September 15, 2025

COMPREHENSIVE PLAN TEXT AMENDMENT
FPUA – 10-YEAR WATER SUPPLY PLAN
(Adoption Hearing)

SUMMARY

This Proposed Comprehensive Plan Text Amendment is required to adopt the Fort Pierce Utilities Authority (FPUA) Water Supply Facilities Work Plan by reference.

The Fort Pierce Utilities Authority (FPUA) Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within Fort Pierce. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (District) approves a regional water supply plan or its update. The Upper East Coast Water Supply Plan Update was approved by the District's Governing Board on November 10, 2021. The deadline for local governments within the Upper East Coast Regional Water Supply Planning Region to amend their comprehensive plans to update the Work Plan was May 10, 2023.

The update to the FPUA 10-Year Water Supply Facilities Work Plan was completed in July 2024 and further amended in August 2025 to incorporate SFWMD comments.

SUMMARY

Residents of the City of Fort Pierce obtain their water from the FPUA which is responsible for ensuring enough capacity is available for existing and future customers.

The Work Plan will reference the initiatives already identified to ensure adequate water supply for the City of Fort Pierce. According to state guidelines, the Work Plan and the City's Comprehensive Plan must address the development of traditional and alternative water supplies, service delivery and conservation and reuse programs necessary to serve existing and new development for at least a 10-year planning period. The Work Plan will have a planning time schedule consistent with the comprehensive plan and the Upper East Coast Water Supply Plan Update.

The Work Plan is consistent with the City's Comprehensive Plan.

COMPREHENSIVE PLAN TEXT AMENDMENT

3.12.7 Policy:

The City adopts by reference the current ~~2020~~ 2024-2034 FPUA Ten-Year Water Supply Facilities Work Plan.

FPUA – WATER SUPPLY PLAN

RECOMMENDATION

Staff recommendation is to **Approve the Adoption** of Ordinance #25-015 Text Amendment of the Comprehensive Plan Infrastructure Element at Policy 3.12.7, to adopt the FPUA 10-Year Water Supply Facilities Work Plan by reference and submit such to the Florida Commerce Department.

ALTERNATIVE RECOMMENDATION

Disapprove the Adoption of Ordinance #25-015 Text Amendment of the Comprehensive Plan Infrastructure Element at Policy 3.12.7, to adopt the FPUA 10-Year Water Supply Facilities Work Plan by reference and submit such to the Florida Commerce Department.

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: **25-015 FPUA COMP PLAN TEXT AMENDMENT 10-YEAR WSP**

REVIEWER: **KEV FREEMAN, PLANNING DIRECTOR**

DATE: **SEPTEMBER 15 , 2025**

STAFF REPORT

Requested Action: Review and Adopt a text amendment to the City's Comprehensive Plan Infrastructure Element at Policy 3.12.7, to adopt the FPUA 10-Year Water Supply Facilities Work Plan by reference

Summary:
This Proposed Comprehensive Plan Text Amendment is required to adopt the Fort Pierce Utilities Authority (FPUA) Water Supply Facilities Work Plan by reference.

The Fort Pierce Utilities Authority (FPUA) Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within Fort Pierce. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (District) approves a regional water supply plan or its update. The Upper East Coast Water Supply Plan Update was approved by the District's Governing Board on November 10, 2021. Therefore, the deadline for local governments within the Upper East Coast Regional Water Supply Planning Region to amend their comprehensive plans to update the Work Plan was May 10, 2023. The update to the FPUA 10-Year Water Supply Facilities Work Plan was completed in July 2024 and updated in August 2025 to accommodate comments submitted by the District.

Residents of the City of Fort Pierce obtain their water from the Fort Pierce Utilities FPUA which is responsible for ensuring enough capacity is available for existing and future customers.

The Work Plan will reference the initiatives already identified to ensure adequate water supply for the City of Fort Pierce. According to state guidelines, the Work Plan and the City's Comprehensive Plan must address the development of traditional and alternative water supplies, service delivery and conservation and reuse programs necessary to serve existing and new development for at least a 10-year planning period. The Work Plan will have a planning time schedule consistent with the comprehensive plan and the Upper East Coast Water Supply Plan Update.

State Agency Comments

The following State agency comments required amendment to the Fort Pierce Utilities Authority (FPUA) Water Supply Facilities Work Plan. The FPUA noted the comments and made the appropriate adjustments to The Plan.

Section 3.1 Water Supply Facility
Information in the third paragraph of pg. 29 is outdated and should be removed. The sentence, *"the January 2007 Capacity Analysis Report (CAR) prepared by Global Tech for FPUA's Henry A. Gahn Water Treatment Facility indicates that no additional expansion plans for the treatment facilities are currently required."* is no longer accurate. The Treatment Facility was rerated in 2018, so the information from the 2007 CAR is no longer relevant.

Section 3.3 Water Use Permit
Water Use Permit 56-00085W is set to expire in 2027. Since the expiration date is within the 10-year Work Plan time frame, more details regarding the upcoming permit renewal seems relevant for this section.

Section 3.4 Project Water Demands
The first paragraph in Section 3.4 appears to be outdated and should be updated. The hurricanes the section is referencing seem to be Hurricane Francis and Jeanne. "*Fort Pierce is located in an area that has experienced a fast-paced growth rate that has recently slowed due to the impact of two hurricane strikes in recent years and a general economic slowdown in the national residential construction market…"*
Documentation of an updated Per Capita Use Rate estimated using the most recent data should be provided. The PCUR in Table 2 should be updated to reflect current use rates. Per Footnote 3 below Table 2: "*The 151 gpcd utilized in the above projections were based on actual average daily flows and service population provided by SFWMD in 2017 and adjusted pursuant to recent census numbers."*
FPUA did not identify the total population of Fort Pierce separately from the population served by the utility, or identify Domestic Self Supply areas or numbers.
Population and demand projections provided are 22-25% higher than the District's numbers in the 2021 Upper East Coast Water Supply Plan Update (2021 UECWSP). The table below shows the 2021 UECWSP population numbers for Fort Pierce and the two St. Lucie County bulk areas they serve, totaled for comparison to the Work Plan population estimates:

	2015	2016	2017	2018	2019	2020	2025	2030	2035	2040	2045
Fort Pierce Utilities Authority	34,635	35,246	35,825	36,402	37,236	39,189	42,726	46,267	49,269	52,038	54,635
Fort Pierce Utilities Authority Bulk Set to Transfer to SLCU: A	3,901	3,970	4,035	4,100	4,194	4,414	4,787	5,161	5,476	5,765	6,036
Fort Pierce Utilities Authority Bulk Set to Transfer to SLCU: B	4,823	4,908	4,989	5,069	5,185	5,457	5,919	6,380	6,770	7,127	7,462
Total	**43,359**	**44,124**	**44,848**	**45,571**	**46,615**	**49,060**	**53,432**	**57,808**	**61,514**	**64,931**	**68,133**
Fort Pierce 2024 Work Plan							65,049	70,959	76,869		
						Difference	**22%**	**23%**	**25%**		

**It would be very helpful to see a similar breakdown of the St. Lucie County bulk numbers in the Work Plan, considering the discrepancies between the Work Plan population projections and the 2021 UEC WSP projections.*

Section 3.6.3 City of Fort Pierce Comprehensive Plan – Water Conservation Element
Policy #1 references the term "xeriscaping." The term "xeriscaping" was updated to "Florida Friendly Landscaping" by Florida Statute in 2009. This section should be changed with the updated terminology.

Section 4.0 Capital Improvement Plan
The total cost of the Mainland Water Reclamation Facility is estimated at $139.5 million in a statement below Table 3, but Table 3 lists the total at $66.6 million. Is this total the City's share of the costs and omitting the other funding sources? Per the 2025 SFWMD Alternative Water Supply (AWS) funding application submitted by FPUA, the project total is estimated at $196 million. FPUA's 2024 Annual Utility Status Report submitted to the District states a project total cost of $133 million.
Clarification on the total funding cost for the Reclamation Facility listed in Table 3 should be provided.

Section 5.0 Goals, Objectives, and Policies
Policy 3.12.7 states it is adopting a "2020 FPUA Ten-Year Water Facilities Work Plan." The submitted Work Plan is dated July 2024 so Policy 3.12.7 should be updated.

All comments received through State Agency consultation are attached to this agenda item.

Comprehensive Plan

City of Fort Pierce Comprehensive Plan – INFRASTRUCTURE ELEMENT
Goal 3.4 Potable Water -Attached
Goal 3.5 Natural Groundwater Recharge – Attached

The City's Comprehensive Plan is within an Evaluation and Appraisal Review (EAR) and references updated by State Statute will be revised through the EAR process. Otherwise, the Work Plan is consistent with the City's Comprehensive Plan.

Staff Recommendation
Approve the Adoption of Ordinance #25-015 Text Amendment of the Comprehensive Plan Infrastructure Element at Policy 3.12.7, to adopt the FPUA 10-Year Water Supply Facilities Work Plan by reference and submit such to the Florida Commerce Department.

Alternative Commission Action
Disapprove the Adoption of Ordinance #25-015 Text Amendment of the Comprehensive Plan Infrastructure Element at Policy 3.12.7, to adopt the FPUA 10-Year Water Supply Facilities Work Plan by reference and submit such to the Florida Commerce Department.

ORDINANCE NO. 25-015

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE; **ADOPTING AN AMENDMENT THE CITY'S COMPREHENSIVE PLAN AT POLICY 3.12.7** OF THE PLAN'S INFRASTRUCTURE ELEMENT TO ADOPT THE 2024-2034 FPUA 10-YEAR WATER SUPPLY FACILITIES WORK PLAN BY REFERENCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL OTHER ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City adopted the City of Fort Pierce Comprehensive Plan by Ordinance No. L-136, as subsequently amended; and

WHEREAS, on March 16, 2020, in accordance with Florida law, the City adopted amendments to the Comprehensive Plan through the Evaluation and Appraisal Review based process through the adoption of Ordinance No. 19-033; and

WHEREAS, on August 2, 2021, the City adopted a text amendment to the Comprehensive Plan updating the reference to the Fort Pierce Utilities Authority 10-Year Water Supply Facilities Work Plan through the adoption of Ordinance 21-001; and

WHEREAS, the purpose of the Fort Pierce Utilities Authority 10-Year Water Supply Facilities Work Plan is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the local government's jurisdiction; and

WHEREAS, the Fort Pierce Utilities Authority 10-Year Water Supply Facilities Work Plan dated July 29, 2024, was recently updated by the FPUA, attached hereto as Exhibit "A"; and

WHEREAS, the Comprehensive Plan requires amendment for consistency with and adoption of the updated FPUA Work Plan; and

WHEREAS, the proposed text amendment to the Comprehensive Plan is consistent with the Comprehensive Plan, and will not have an adverse effect on the ability of the city to satisfy land and water use needs and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by section 125-136 of the Code of Ordinances for the City of Fort Pierce; and

WHEREAS, the City of Fort Pierce Planning Board having been duly designated as the Local Planning Agency pursuant to section 163.3174 et seq., Florida Statutes, and having held a public hearing thereon, has considered this Comprehensive Plan Text Amendment and submitted its recommendations thereon to the City Commission; and

WHEREAS, the City of Fort Pierce Planning Board, at their January 13, 2025, meeting, voted 5 to 0 to recommend approval of this Comprehensive Plan Text Amendment; and

WHEREAS, having considered the recommendations of the Planning Board, the City Commission of the City of Fort Pierce has prepared this text amendment to the City's Comprehensive Plan and transmitted it to the Florida Department of Commerce and other required agencies within ten (10) working days of the first public hearing as required by section 163.3184, Florida Statutes; and

WHEREAS, the City of Fort Pierce desires to hereby formally adopt this text amendment to the City's Comprehensive Plan.

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

SECTION 1. The Comprehensive Plan of the City of Fort Pierce is hereby amended to read as follows:

Goal 3.4 – POTABLE WATER

Provide a cost-effective and sustainable potable water supply system which meets all applicable water quality standards, maintains the adopted LOS, and maintains the City's water quality standards, and does not compromise the City's future water supply.

***

3.12 Objective:

Optimize the utilization of water resources through effective water management practices that conserve and protect potable water resources with primary focus on the Surficial Aquifer.

***

3.12.7 Policy:

The City adopts by reference the current ~~2020~~ 2024-2034 FPUA Ten-Year Water Supply Facilities Work Plan.

SECTION 2. The 2024-2034 FPUA Ten-Year Water Supply Facilities Work Plan, attached hereto as Exhibit “A”, is hereby adopted.

SECTION 3. That upon this Ordinance becoming adopted, the Planning Director is authorized to notify the Department of Commerce of the action of the City Commission to adopt the proposed text amendment to the City’s Comprehensive Plan.

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. The effective date of this text amendment, if the amendment is not timely challenged, shall be thirty-one (31) days after the state land planning agency notifies the local government that the text amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance.

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. 25-015 was duly advertised in accordance with Section163.3184, and 166.041, of the Florida Statutes in the St. Lucie News Tribune on Sunday, February 2, 2025 and Sunday, August 31, 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 February 18, 2025; and was duly introduced, read by title only, and passed on second and final reading on September 15, 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 _____, 2025.

Linda Hudson
MAYOR COMMISSIONER

ATTEST

Linda W. Cox

(CITY SEAL)

EXHIBIT A

Fort Pierce Utilities Authority

10-Year Water Supply Facilities Work Plan

2024-2034

Fort Pierce Utilities Authority

10-Year Water Supply Facilities Work Plan

2024-2034

Prepared By:
Fort Pierce Utilities Authority
Water/Wastewater Engineering Department
Original Submittal: July 29, 2024
Updated: August 15, 2025

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1.0 INTRODUCTION

The purpose of the Fort Pierce Utilities Authority (FPUA) Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the local government's jurisdiction. Chapter 163, Part II, Florida Statutes (F.S.), requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the South Florida Water Management District (District) approves a regional water supply plan or its update. The *Upper East Coast Water Supply Plan Update* was approved by the District's Governing Board on November 10, 2021. Therefore, the deadline for local governments within the *Upper East Coast Regional Water Supply Planning Region* to amend their comprehensive plans to update the Work Plan is May 10, 2023.

Residents of the City of Fort Pierce obtain their water from the FPUA which is responsible for ensuring enough capacity is available for existing and future customers.

The Work Plan will reference the initiatives already identified to ensure adequate water supply for the City of Fort Pierce. According to state guidelines, the Work Plan and the comprehensive plan must address the development of traditional and alternative water supplies, service delivery and conservation and reuse programs necessary to serve existing and new development for at least a 10-year planning period. The Work Plan will have a planning time schedule consistent with the comprehensive plan and the *Upper East Coast Water Supply Plan Update*.

The Work Plan is divided into five sections:

Section 1 – Introduction
Section 2 – Background Information
Section 3 – Water Supply and Facilities Information
Section 4 – Capital Improvement Plan
Section 5 – Goals, Objectives, and Policies

1.1 Statutory History

The Florida Legislature enacted bills in the 2002, 2004, 2005, and 2011 sessions to address the state's water supply needs. These bills, in particular Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapters 163 and 373, F.S. by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between local land use planning and water supply planning.

1.2 Statutory Requirements

FPUA has considered the following statutory provisions when updating the Water Supply Facilities Work Plan (Work Plan):

1. Coordinate appropriate aspects of its comprehensive plan with the *Upper East Coast Regional Water Supply Plan* [163.3177(4) (a), F.S.].
2. Ensure the future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177 (6) (a), F.S.]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted for review.
3. Ensure that adequate water supplies and potable water facilities are available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent and consult with the applicable water supplier to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180 (2), F.S.].
4. For local governments subject to a regional water supply plan, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan, to:
    a. Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the *Upper East Coast Regional Water Supply Plan*, or alternative project(s) proposed by the local government under s. 373.709(8)(b), F.S. [s. 163.3177(6)(c), F.S.];
    b. Identify the traditional and alternative water supply projects and the conservation and reuse programs necessary to meet water needs identified in the *Upper East Coast Regional Water Supply Plan* [s. 163.3177(6)(c)3, F.S.]; and
    c. Update the Work Plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities identified in the element as necessary to serve existing and new development [s. 163.3177(6) (c) 3, F.S.].
5. Revise the Five-Year Schedule of Capital Improvements to include water supply, reuse, and conservation projects and programs to be implemented during the five-year period [s. 163.3177(3) (a) 4, F.S.].
6. To the extent necessary to maintain internal consistency after making changes described in Paragraph 1 through 5 above, revise the Conservation Element to assess projected water needs and sources for at least a 10-year planning period, considering the *Upper East Coast Water Supply Plan*, as well as applicable consumptive use permit(s) [s.163.3177 (6) (d), F.S.]. The plan must address the water supply sources necessary to meet and achieve the existing and projected water use demand for the established planning period, considering the applicable regional water supply plan [s.163.3167(9), F.S.].
7. To the extent necessary to maintain internal consistency after making changes described in Paragraphs 1 through 5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with the *Upper East Coast Regional Water Supply Plan* [s.163.3177 (6) (h) 1., F.S.].

8. While an Evaluation and Appraisal Report is not required, local governments are encouraged to comprehensively evaluate, and as necessary, update comprehensive plans to reflect changes in local conditions. The evaluation could address the extent to which the local government has implemented the need to update their Work Plan, including the development of alternative water supplies, and determine whether the identified alternative water supply projects, traditional water supply projects, and conservation and reuse programs are meeting local water use demands [s.163.3191 (3), F.S.].

2.0 BACKGROUND INFORMATION

This section will provide a brief overview of the City of Fort Pierce and a description of the regional water planning issues that impact FPUA and the City of Fort Pierce.

2.1 Overview

Fort Pierce, often called the Sunrise City, has been the hub of St. Lucie County, Florida for over 100 years. Situated on the "Treasure Coast", named after the famed sinking of a Spanish treasure fleet in 1715, Fort Pierce is one of the oldest communities on the east coast of Florida. Incorporated in 1901 and today encompasses approximately 29 square miles.

The FPUA provides potable water to the incorporated section for the City of Fort Pierce (City) and the surrounding areas of unincorporated St Lucie County, including South Hutchinson Island to the Martin County line. The FPUA also provides bulk water to North Hutchinson Island, northern St. Lucie County, and western St. Lucie County. The FPUA currently serves approximately 22,000 water accounts within the FPUA's service area (excluding bulk customers).

As indicated in the FPUA Water & Wastewater Master Plan dated September 2006 and prepared by LBFH, Inc., most of the land inside the City limits is currently zoned and being utilized for residential purposes with the majority specifically zoned as medium density residential. The FPUA's Retail Service Area Boundary was established in the Bulk Water/Wastewater Agreement with St. Lucie County, which also provides for bulk sales of FPUA water and wastewater services to St. Lucie County's retail customers. The predominate medium residential zoning is generally concentrated south of Orange Avenue and north of Midway Road between US 1 and Indian River Drive. The second highest land use category is general commercial. The general commercial zoned areas tend to follow the City's main access roads (i.e. Okeechobee Road, Orange Avenue, and US 1). The vacant land inside the City limits constitutes approximately 16.7% of the total area. Approximately 28% of the area between the City limits and the Retail Service Area Boundary is currently vacant.

In the area between the City limits and the FPUA's Retail Service Area Boundary most of the land is currently zoned as "Agriculture, Residential", "Agricultural", or "Industrial, Light". Agricultural Residential is the largest of the three zoning categories. Based on future land use, the largest category is "Residential" closely followed by "Non-Agricultural Acreage". Areas of Residential lands are located throughout the area between the City limits and the FPUA Retail Service Area

Boundary. Large Non-Agricultural Acreage areas are located north and west of the City limits but the largest tracts are concentrated in the northwest corner of the Retail Service Area.

2.2 Relevant Regional Issues

This section is a brief description or narrative discussing the overarching regional issues impacting water supply planning at the local level, such as the Regional Availability Water Rule or the Central Florida Water Initiative (CFWI) planning effort. The issues(s) are listed below.

The regional issues identified for the 2045 in the *Upper East Coast Planning Region* are:

1. New uses of surface water from the C-23, C-24, and C-25 canals are limited in accordance with RAA criteria.
    - This is not applicable to FPUA.
2. Surface water allocations from Lake Okeechobee and the C-44 Canal are limited in accordance with the Lake Okeechobee Service Area RAA criteria.
    - This is not applicable to FPUA.
3. If the region experiences change in crop types and irrigated acreage, construction of additional surface water storage systems may be required to increase water availability.
4. The Restricted Allocation Area (RAA) for Floridan Aquifer System (FAS) wells in Martin and St. Lucie Counties places restrictions on pump capacity for new pumps and FAS wells.
    - Per the Applicant's Handbook: RAA for FAS: Floridian Aquifer Wells in Martin and St. Lucie Counties: Prohibits pumps on flowing FAS wells in Martin and St. Lucie Counties unless: 1) the pump was in place before March 2, 1974; 2) the proposed pump is installed to increase pressure in attached piping, not to increase the flow above the natural flow from the well; 3) an analysis shows the withdrawals will not interfere with existing legal uses; 4) the pump is installed temporarily for freeze protection; or 5) the pump is installed temporarily during a declared water shortage.
    - Noted
5. Expansion of surficial aquifer system withdrawals is limited due to potential impacts to wetlands as well as the increased potential for saltwater intrusion. New or increased allocations of water from the surficial aquifer system in coastal areas beyond those currently permitted require detailed evaluation.
    - Noted, Additionally, the City will work to conserve water consumption by implementing Comprehensive Plan policies detailed later in this Plan, which support conservation of potable water.
6. Existing freshwater flows affect the health of the St. Lucie River and Estuary and southern Indian River Lagoon.
    - Noted

    Withdrawals from the FAS are expected to increase to meet future demands. The East Coast Floridian Model projects notable decreases in water levels and increases in total

dissolved solids in the northeastern portion of the planning area. Monitoring water levels and water quality in the FAS and wellfield design with operational plans will be needed to ensure long-term sustainability of the resource.

3.0 WATER SUPPLY AND FACILITIES INFORMATION

3.1 Water Supply Facility

The Henry A. Gahn Water Treatment Facility (WTF) treats and supplies potable water to the FPUA service area. The WTF site contains two water treatment plants (WTP's) with two separate treatment processes. The original treatment plant utilizes a lime softening/dual media filtration process which is supplied from a surficial aquifer source. At times Floridan Aquifer water is blended with the shallow surficial wells for treatment in the lime softening WTP. The newer plant constructed in December 2002 uses a reverse osmosis (RO) process to treat water from the Floridan Aquifer.

Treated water from the lime softening and RO WTP's is pumped to three on-site ground storage tanks (GST's). The storage tanks feed four high service pumps (HSP's) that supply the distribution system. There are three re-pump stations located within the distribution system. The three ground storage tanks (GST's) at the Henry A. Gahn WTF have capacities of 1.0, 1.5, and 3.0 million gallons (MG) and were constructed in 1959, 1983, and 2000 respectively. The GST's provide water to the main high service pumps as well as the on-site pump station on 25th Street. The 1.5 MG GST is reportedly in good condition. The 1.0 MG GST was rehabilitated in 2016, and the 3.0 MG GST in 2022. In addition to the 2016 and 2022 rehabilitations, all of the tanks are routinely inspected at 5-year intervals. The last inspection for all of the GST's was in 2023.

There are three additional storage tanks at the Jaycee Park, South Hutchinson Island, and Savannah Road re-pump stations. These tanks have capacities of 1.0, 1.0, and 1.5 MG respectively. In May 2018, FPUA rerated the permitted capacity of the Henry A. Gahn Water Treatment Facility from 18.99 MGD to 23.32 MGD under Permit Number 0081062-398-WC. This sets the permitted capacity of the Lime Softening Water Treatment Process to 12.99 MGD that is to remain the same and the Reverse Osmosis Water Treatment Plant Process firm maximum capacity increases from 6.0 MGD to 10.33 MGD. The current FDEP permitted capacity is more than adequate to meet the demand growth projected over the next 10 years.

3.2 Raw Water Wells

FPUA currently owns and operates a total of 43 groundwater wells, including 32 wells that draw water from the surficial aquifer and 11 wells (FB1-FB11) that draw water from the Floridan Aquifer. 32 surficial wells are dedicated to the lime softening WTP along with 1 Floridan Aquifer well. 8 of the Floridan Aquifer wells normally provide water to the RO WTP; 2 of the Floridian wells could also be routed to the lime softening WTP if needed. FPUA has a continuing program to rehabilitate and improve its existing aquifer wells.

3.3 Water Use Permit

The South Florida Water Management District (SFWMD) issued Water Use Permit 56-00085W to the FPUA on July 11, 2007. The permit grants the FPUA an annual allocation of 7713 MG of which up to 2920 MG can come from the Surficial Aquifer with the remaining 4,793 MG to be supplied from the Floridan aquifer. Monthly restrictions on the surficial and Floridan aquifer systems are 243.20 MG and 467.98 MG, respectively. This permit expires in 2027 and FPUA is in the planning stages of preparing an application to renew.

3.4 Projected Water Demands

The Fort Pierce area has undergone significant, accelerated growth—momentum that continues to show no signs of tapering off. The 2006 Water and Wastewater System Master Plan used a methodology for determining the future water demands that included the utilization of information on potential development activity within the FPUA Retail Service Area and a geographic information systems (GIS) analysis of land use and buildable lands within the Retail Service Area.

In addition to the provision of water supply to its own service area FPUA provides water to the St. Lucie County Utilities Department (SLCUD) distribution network. Based on SLCUD's current plan it is anticipated that water will be provided to its North Hutchinson Island and Indian River Estates indefinitely. Demand growth in other areas of the County which receive bulk service from FPUA will be served through existing and new master meters serving the Northern District and the Western District.

** Please note that the Interlocal Agreement for bulk water expires in 2028, and SLCUD has indicated (to SFWMD) they plan to develop supplies to provide water and discontinue the bulk water purchases from FPUA. If this were to happen, it would be more likely than not that some areas of SLCUD service territory would still be served by FPUA bulk water. When SLCUD formally notifies FPUA of the meter/s they plan to discontinue, FPUA will then adjust the SLCUD no growth service population constant accordingly.*

Table 1

Fort Pierce Utilities Authority Historical Water Demands

Year	Annual Average Day Flow (mgd)
2014	7.49
2015	7.54
2016	7.85
2017	8.27
2018	8.79
2019	8.39
2020	9.14
2021	9.16
2022	9.14

2023	9.15

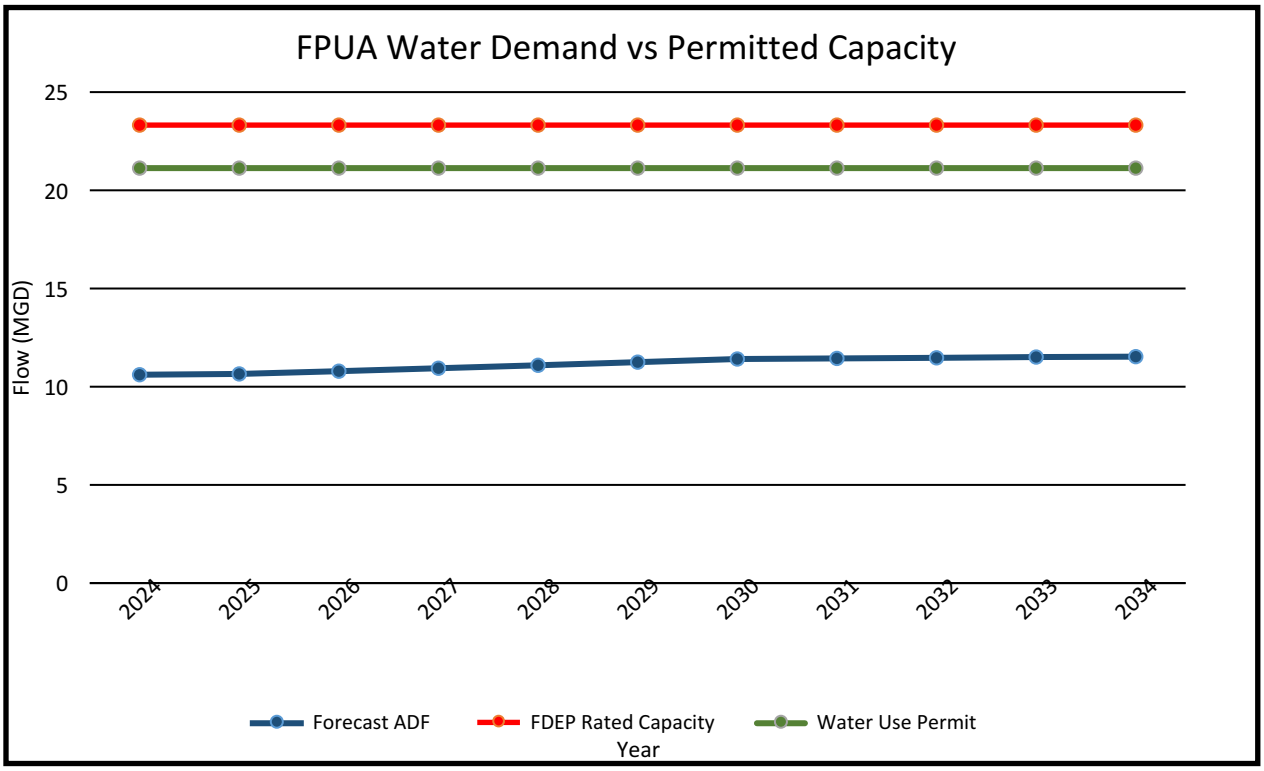
Table 2

Fort Pierce Utilities Authority Forecast Water Demands From SFWMD Water Use Permit (151 gpcd)

Year	Service Population	Demand (mgd)
2024	70,295	10.61
2025	70,534	10.65
2026	71,510	10.79
2027	72,500	10.94
2028	73,504	11.09
2029	74,522	11.25
2030	75,556	11.40
2031	75,760	11.44
2032	75,965	11.47
2033	76,171	11.50
2034	76,377	11.53

1. Bulk water customers *are* included in the "Service Population" total with an assumed 13,750 permanent residents. (Provided by SLCUD via SFWMD).
2. SFWMD provided population projections for FPUA for the 2026 Upper East Coast Water Supply Plan update.

Figure 1



3.5 Level of Service Standards

FPUA has established a water use level of service of 300 gallons per day (GPD) per typical dwelling unit with a water distribution system having a minimum system pressure requirement of 20 PSI with the average system pressure of 60 PSI.

3.6 Conservation

FPUA has been promoting water conservation for decades. Conservation is a proven strategy for delaying implementation of expensive alternative water supply technologies. In addition, the City of Fort Pierce has addressed water conservations measures through a series of ordinances within the City's Municipal Code.

3.6.1 Conservation Rate Structure

The current FPUA water rate structure is a multi-tier conservation rate structure which increases the unit cost as consumption levels increase, this rate applies to both residential and commercial customers. The current monthly water usage rate is shown below:

Water Usage	**Charge per 1,000 gallons**
1 to 3,000 gallons	$15.03 flat rate up to 3,000 gals.
3,001 to 10,000 gallons	$5.01
10,001 to 15,000 gallons	$6.27
Over 15,000 gallons	$7.52

As an enhanced conservation measure irrigation customer using in excess of 15,000 gallons per month will be charged $10.58 per 1000 gallons.

3.6.2 FPUA Resolution NO. UA 89-18

FPUA Resolution NO. UA 89-18 establishes a water meter policy for the water system of Fort Pierce, Florida effective May 2, 1989. It is the policy of FPUA to require individual water meters for each separate unit (customer) within a structure when it is economically feasible, physically practical and the end use of individual meters will promote conservation of our limited water supply.

3.6.3 City of Fort Pierce Comprehensive Plan – Water Conservation Element

Objective: Conserve, appropriately use and protect the quality and quantity of current and projected water sources and waters that flow into estuarine waters or oceanic waters.

Policy #1: The City shall cooperate with St. Lucie County and the South Florida Water Management District for the implementation of water demand management policies and programs, including mandating Florida Friendly Landscaping principles for all development.

Policy #2: The City shall ensure that existing and new development shall be serviced with an adequate supply of potable water at the adopted levels of service that, at a minimum, meets the state water quality standards.

Policy #3: The City shall cooperate with the South Florida Water Management District (SFWMD) and St. Lucie County to conserve water resources in emergencies and during declared water shortages. The City shall continue and expand efforts to publicize and encourage water conservation.

Policy #4: Activities and land uses known to adversely affect the quality and quantity of identified water sources and within natural groundwater recharge areas shall be restricted to protect the quality and quantity of this water source. Parking spaces that exceed minimum requirements and excessive amounts of imperious surface coverages for new development shall be discouraged.

Policy #5: The City shall achieve compatibility with other related regional water resource planning efforts. These include the Indian River Lagoon (IRL) Surface Water Improvement and Management (SWIM) Plan, Comprehensive Everglades Restoration Plan (CERP), CERP IRL—South Project, CERP North Palm Beach County Project Part 1, Lake Okeechobee SWIM Plan, Lower East Coast and Kissimmee Basin Water Supply Plans, IRL National Estuary Program Comprehensive Conservation and Management Plan, St. Johns River Water Management District (SJRWMD) District wide Water Supply Assessment and Northern Palm Beach County Comprehensive Water Management Plan.

Policy #6: The City will continue to implement recommendations as proposed in the Water Supply Plan.

3.6.4 City Code Section 123-37 – General Landscape Requirements

The following standards apply to all landscaping and plant materials identified on all landscape plans shall meet or exceed the following general landscaping requirements which shall be considered complimentary to the landscaping provisions of any other city ordinance.

1. All plant material shall be Florida Grade No. 1 or better in quality as established by the Florida Department of Agriculture and Consumer Services and shall be free from all disease, insects, and other pests. The "Florida-friendly Plant Database" published by the University of Florida at http://www.floridayards.org is hereby adopted and shall provide the standards for acceptable native, drought tolerant, and salt tolerant tree, palm, shrub, and other plant species.
2. At least 50 percent of required plant material shall be drought-tolerant species.
3. At least 50 percent of required plant material shall be native Florida species.
4. At least 50 percent of required plant material on the barrier Island shall be high salt-tolerant species.
5. All required landscaping shall be installed in a sound and workmanlike manner according to accepted good planting procedures.
6. An automated irrigation system shall be provided for all required landscape areas for irrigation during establishment and selectively during times of drought. Irrigation system design and installation shall employ the most current water saving devices, including, but not limited to, moisture sensors and drip irrigation where appropriate to conserve water.
7. All plant material shall be compatible with the local climate, proposed physical site improvements, existing and proposed public and private improvements, and the proposed stormwater management plan for the site.
8. All landscape areas shall be protected from vehicular encroachment.

9. All synthetic, non-degradable root ball wrappings shall be removed prior to planting. Only paper or cotton burlap wrappings and cotton rope or twine may remain around the root ball of trees or palms after planting.

3.6.5 City Code Section 123-47 – Landscape Irrigation Conservation Measures

The City of Fort Pierce maintains a year-round landscape irrigation conservation measures that adopts the rules of the South Florida Water Management District, listed in Subsection 40E-24.201 (1)-(6), F.A.C., including subsequent additions or corrections which are set out as follows:

1. The year-round landscape irrigation conservation measures contained in this Section are applicable to all users including permitted and exempt users under Chapter 40E-2, F.A.C., unless otherwise indicated. These conservation measures apply to all water resources, unless otherwise indicated. In addition to the requirements of this Section, all permitted users under Chapter 40E-2, F.A.C., are required to maintain compliance with all CUP conditions and terms, including requirements to implement water conservation practices.
2. It shall be the duty of each user to keep informed as to the landscape irrigation conservation measures within this Article which affect each particular water use.
3. In addition to the specific conservation measures, all wasteful and unnecessary water use, as defined in Section 123-45(16), is prohibited.
4. The following requirements shall apply to all users, unless specified in Section 123-46 or Section.123-48.
    (a) Landscape irrigation shall be prohibited between the hours of 10:00 a.m. and 4:00 p.m., except as otherwise provided.
    (b) Irrigation of existing landscaping shall comply with the following provisions:
        i. Even addresses, as defined in Section 123-45(5), installations with irrigation systems that irrigate both even and odd addresses within the same zones, such as multi-family units and homeowners' associations, and rights-of-way or other locations with no address shall have the opportunity to accomplish necessary landscape irrigation two (2) days a week, only on Thursday and/or Sunday.
        ii. Odd addresses, as defined in Section 123-45(13), shall have the opportunity to accomplish necessary landscape irrigation two (2) days a week, only on Wednesday and/or Saturday.
    (c) Irrigation of new landscaping shall comply with the following provisions:
        i. New landscaping may be irrigated once on the day it is installed without regard to the listed watering days and times. Irrigation of the soil immediately prior to the installation of the new landscaping is allowed without regard to the normal watering days and times.
        ii. A ninety (90) day establishment period begins on the day the new landscaping is installed. The new landscaping shall be installed within a reasonable time from the date of purchase, which may be demonstrated with a dated receipt or invoice.

iii. Irrigation of new landscaping which has been in place for thirty (30) days or less may be accomplished on Monday, Tuesday, Wednesday, Thursday, Saturday, and/or Sunday.

iv. Irrigation of new landscaping which has been in place for thirty-one (31) to ninety (90) days may be accomplished on Monday, Wednesday, Thursday, and/or Saturday.

v. Irrigation of new landscaping is limited to areas only containing the new landscaping. An entire zone of an irrigation system shall only be utilized for landscape irrigation under this Subsection if the zone contains at least 50% new landscaping. If a zone contains less than 50% new landscaping, or if the new landscaping is in an area that will not typically be irrigated by an irrigation system, only the individual new plantings are eligible for additional irrigation. Targeted watering may be accomplished by low volume hand watering, as defined in Section 20.305(10), or any appropriate method which isolates and waters only the new landscaping.

5. Any water shortage, as defined in Section 20.305(18), restrictions or other measures declared pursuant to Chapter 40E-21, F.A.C., or related District Governing Board or Executive Director Orders which are more restrictive than a measure contained within this Ordinance, shall supersede this Ordinance for the duration of the applicable water shortage declaration.

3.7 Reclaimed Water

FPUA has no existing Reclaimed Water. Reclaimed water will be available when the Mainland Water Reclamation Facility (MWRF) is constructed. FPUA anticipates that the MWRF will be completed and commissioned in December 2025. The MWRF is projected to cost $133,978,500.00 with a reclaimed water capacity of 8 MGD.

FPUA has entered into an agreement with Florida Municipal Power Agency (FMPA) to provide reclaimed water for use in their cooling towers at their Treasure Coast Energy Center (TCEC). This agreement was executed in October 2005 between FMPA and FPUA. It binds FPUA to guarantee to reserve reclaimed water in the amount of 2.9 mgd for TCEC Unit 1. Under the agreement FMPA will periodically evaluate its reclaimed water needs and notify FPUA of changes in the required quantity of reclaimed water it will need to operate TCEC Unit 1.

The provisions of the agreement between FMPA and FPUA may limit FPUA's ability to enter into additional agreements to provide reclaimed water to other users should FPUA be required to provide the up to 11.6 MGD of reclaimed water capacity FMPA is authorized to reserve and utilize for its future TCEC Units 2, 3 and 4.

FPUA has investigated potential future reclaimed water users at locations that could become large reuse sites within an approximate two-mile radius of the MWRF. Sites were identified and owners of the properties contacted to gauge the interest in the use of reuse water. At this time, with the exception of the St. Lucie County Landfill, none of the owners contacted indicated an interest or need for provision of reclaimed water service.

4.0 CAPITAL IMPROVEMENT PLAN

The FPUA prepares an annual capital budget which is reviewed and approved by its Board and the City of Fort Pierce City Commission. As a part of the annual budget preparation process the FPUA updates its Five-Year Capital Improvement Plan. Projects included in the plan include both capital improvements which add new system capacity and replacement & rehabilitation (R&R) projects which replace components of the system which are approaching the end of their useful life. A significant portion of new water transmission capacity is constructed by developers and dedicated to FPUA as a part of the development process or through upsizing of existing water mains during the construction of roadway projects as part of City, County or State roadway projects.

Major plant capital projects include the ongoing replacement and upgrading of existing surficial wells.

Table 3

FPUA Five Year Water Capital Improvement Program FY 2025 to FY 2029

Project Title	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total5 YearsFY 2025-29
Surficial Well Replacements	1,200,000.00	162,750.00	460,250.00	166,250.00	460,500.00	2,449,750.00
Fire Hydrants	15,188.00	16,099.00	17,099.00	18,099.00	19,099.00	85,584.00
City Roadway Projects	250,000.00	250,000.00	300,000.00	300,000.00	350,000.00	1,450,000.00
Miscellaneous MSBU	140,000.00	350,000.00	350,000.00	350,000.00	350,000.00	1,540,000.00
New Construction Mains	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	250,000.00
New Construction Customer Fund	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	250,000.00
SLC Roadway Projects	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	500,000.00
Customer Base Expansion	5,055,681.56	0.00	0.00	0.00	0.00	5,055,681.56
Water Main Looping	110,000.00	110,000.00	110,000.00	110,000.00	110,000.00	550,000.00
Water Mains Misc R&R	500,000.00	600,000.00	750,000.00	800,000.00	850,000.00	3,500,000.00
Government & Other Required	50,000.00	110,000.00	110,000.00	110,000.00	110,000.00	490,000.00
FPL Water Main Replacement	460,000.00	400,000.00	0.00	0.00	0.00	860,000.00
N. US Highway 1 WM Expansion	432,500.00	0.00	0.00	0.00	0.00	432,500.00
North Causeway Bridge Replace	400,000.00	0.00	0.00	0.00	0.00	400,000.00
Orange Avenue	47,000.00	0.00	0.00	0.00	0.00	47,000.00
Ohio Ave W/WW Replacement	30,000.00	0.00	0.00	0.00	0.00	30,000.00
Ave B-Water Main Looping	20,000.00	0.00	0.00	0.00	0.00	20,000.00
S 25th St-Edwards to Virginia	4,000.00	0.00	0.00	0.00	0.00	4,000.00
Midway Rd WM & FM Adjustments	217,000.00	0.00	0.00	0.00	0.00	217,000.00
Mainland Water Reclamation Facility	66,556,031.51	0.00	0.00	0.00	0.00	66,556,031.51

*The 66.6 million in the above table is for FY 2025 only.

5.0 GOALS, OBJECTIVES AND POLICIES

The following comprehensive plan goals, objective and policies (GOPs) have been reviewed for consistency with the Work Plan.

Future Land Use Element:

1.6.2 Policy:
If a public facility or facility capacity is not available prior to the issuance of a building permit or functional equivalent, the City may issue development orders and permits conditioned upon the provision of the facilities and services necessary to serve the proposed development prior to the certification of occupancy.

1.6.3 Policy:
The City shall assess new development and redevelopment a proportionate fair-share of the public facility costs to accommodate the impacts of the development in order to maintain the adopted LOS standards through the enforcement of existing public facility funding mechanisms and impact fees. Public facilities include potable water, sanitary sewer, solid waste, drainage, parks and roadways.

1.11.2 Policy:
The City shall develop a phased annexation program based upon the ability of the City to provide public facilities. The program shall establish phasing and timing guidelines prioritizing the annexation of enclaves, pocket, and infill areas.

1.11.3 Policy:
Annexations Plan shall include fiscal impact analyses and plans for maintaining LOS standards consistent with the Comprehensive Plan.

1.11.5 Policy:
Properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.

1.11.6 Policy:
The proposed Future Land Use Map (GOP Map 1-2) shall be used as a guide for land use designation assignments for annexed properties.

1.11.7 Policy:
Existing structures on properties newly annexed properties shall be assessed for historic value according to the City historic preservation ordinance and, if found to have such value, be incorporated into the City list of designated structures.

1.11.8 Policy:
Population projections reflecting annexations shall be prepared as part of the annual update of the 5-Year Schedule of Capital Improvements.

1.16 Objective:
The City shall ensure that natural resources are protected in accordance with the Conservation and Coastal Management Elements and the enforcement of the land development code, especially in the review of all new development and redevelopment.

1.16.3 Policy:
The City shall require the prevention of the unnecessary destruction or inappropriate use of existing natural resources and natural sites during the site plan review process of all proposed development or redevelopment.

1.16.6 Policy:
The City shall require all development applications to minimize tree removal as a part of land development action. The City shall require a tree survey to be provided which identifies trees for removal, relocation, and protection.

1.17 Objective:
Develop and implement land use controls and programs to preserve and enhance the important natural functions, and aesthetic and recreational values of the Indian River Lagoon and other surface waters.

1.17.3 Policy:
The City shall require open space as a part of the requirements for all development and redevelopment in order to promote shallow water aquifer recharge and stormwater filtration.

1.18 Objective:
Protect the quality and quantity of the City potable water supply as depicted on the Fort Pierce Future Land Use Maps.

1.18.1 Policy:
Amendments to the Future Land Use Map proposing land use categories that permit industrial uses shall be discouraged, to the greatest extent feasible, within wellfield protection zones of influence.

1.18.2 Policy:
All buildings must connect with the public wastewater collection system within the time frame required by Florida Statutes when new sewers are extended into an area currently using septic systems for wastewater disposal.

1.18.3 Policy:
New subdivisions shall provide sewerage and connections to the City sanitary sewer system for each lot in the development.

1.19 Objective:
Eliminate flooding occurrences in the City while preserving groundwater quality through the coordination of future land uses with topography and soil conditions, the provision of drainage and stormwater management systems, and the adoption of appropriate development codes and regulations.

1.19.2 Policy:
The Land Development Regulations shall require the design of public roads and parking lots to be consistent with the criteria of the SFWMD.

1.19.3 Policy:
New development encroaching into the 100-year floodplain shall incorporate elevation and flood protection measures that protect against the 100-year flood. The City shall maintain consistency with the program policies of the National Flood Insurance Program and shall monitor the availability of new cost-effective programs for minimizing flood damage; such programs may include modifications to construction setback requirements or other site design techniques, as well as upgraded building and construction techniques.

1.19.4 Policy:
New development shall provide stormwater retention equal to that which existed under predevelopment conditions that is consistent with the regulations and plans of the SFWMD, St. Lucie County Environmental Resources Department and independent drainage districts, as appropriate.

1.19.5 Policy:
Continue to implement regulations in the City's code to address stormwater management that may be attributed to local topography, flooding frequency, soil and other applicable environmental conditions, including minimum design criteria for stormwater management improvements such as performance standards for maximum lot coverage and on-site retention areas.

Infrastructure Element:
Goal 3.3
Maintain a stormwater management system in the City that reduces flooding, promotes aquifer recharge, minimizes degradation of water quality in surface and ground waters and protects the functions of wetlands.

3.7.4 Policy:
The City shall coordinate with the SFWMD and the independent drainage districts to implement applicable portions of the SFWMD regional water resource projects, the Upper East Coast Regional Water Supply Plan, and the Indian River Lagoon Stormwater Improvement and Management (SWIM) Plan that are intended to reduce losses of excess stormwater to tide, to recharge the surficial aquifer and water preserve areas and/or to provide additional storage for surface waters.

3.7.5 Policy:
The City shall work with FDEP to develop an action plan to meet the objectives and requirements of FDEP's Basin Management Action Plan for the St. Lucie Basin in order to address stormwater management issues on a watershed (basin) basis in accordance with SFWMD permits as a means of providing cost effective water quality and water quantity solutions to specific watershed problems.

3.7.6 Policy:
The City shall continue to implement a basin-wide water management protocol that optimizes flood protection, water quality, stormwater storage, wetlands sustainability and ground water recharge functions. A computer model of the existing surface water management system was developed as part of the 2010 Stormwater Master Plan that accounted for ground water levels, existing and projected stormwater flows, and canal stages. The City shall use this model as part of the land development review process to evaluate the impact of proposed connections to the City surface water management system and will update the model to include approved connections for new development.

3.8 Objective:
Maintain and protect ground water recharge of the surficial aquifer system in order to maintain all of the functions of the Floridan Aquifer.

3.8.1 Policy:
The City shall use Best Management Practices (BMPs) for stormwater management in accordance with City and SFWMD regulations.

3.8.2 Policy:
The City shall work cooperatively with the SFWMD and independent drainage districts to implement the Upper East Coast Regional Water Supply Plan, plans that provide for additional surface water storage such as water preserve areas, and any other plans and operating procedures that increase recharge water to the Surficial Aquifer.

3.8.3 Policy:
The City shall utilize, preserve, restore and enhance natural water bodies and functions by encouraging non-structural and structural erosion control devices and by discouraging the channelization, seawall installation or other alteration of natural rivers, streams and lakes.

3.8.4 Policy:
The City shall protect the water storage and water quality enhancement functions of wetlands, floodplains and aquifer recharge areas through land acquisition, the enforcement of regulations and the application of land and water management practices which provide for compatible uses.

3.9 Objective:
The City shall coordinate with FPUA to identify existing deficiencies in the potable water system and to correct any identified deficiencies in order to maintain the adopted LOS through the adopted planning horizon.

3.10.4 Policy:
The City, in coordination with the FPUA, shall maximize the use of existing potable water facilities by encouraging infill and redevelopment.

3.11.1 Policy:
The City shall work with FPUA to identify opportunities to increase the efficiency and to optimize the use of existing facilities as an alternative to constructing new potable water facilities. The FPUA will continue the planned and preventive maintenance program in order to maximize the useful life of existing infrastructure.

3.11.2 Policy:
The City shall work with FPUA to prioritize the provision of water service to infill, enclave, or redevelopment areas.

3.12 Objective:
Optimize the utilization of water resources through effective water management practices that conserve and protect potable water resources with primary focus on the Surficial Aquifer.

3.12.1 Policy:
The City shall develop a basin-wide water management protocol, in accordance with SFWMD permitting requirements, that optimizes flood protection, water quality, stormwater storage, wetlands sustainability and groundwater recharge functions while protecting the stormwater management system, wellfield characteristics, groundwater levels, saltwater intrusion limits, flows and canal stages to better utilize the water resource.

3.12.2 Policy:
FPUA shall continue to monitor water loss within the utility system, to identify strategies that minimize system loss and continue the preventive maintenance program for the distribution system.

3.12.7 Policy:
The City adopts by reference the current 2024 FPUA Ten-Year Water Supply Facilities Work Plan.

3.13.1 Policy:
The City shall coordinate with FPUA and SFWMD for the design, construction, operation and maintenance of new or expanded potable water facilities that will focus on the use of an alternative water source as defined in the Upper East Coast Water Supply Plan. These potential sources could include the Floridan aquifer, aquifer storage and recovery (ASR) wells,

desalinization, capture and storage of excess stormwater currently lost to tide, reuse and grey water where technically feasible and other technologies.

3.13.2 Policy:
The construction, operation and maintenance of new or expanded potable water facilities shall consider the short-term and long-term impacts to natural groundwater recharge areas, wetlands, surface and groundwater levels and the exacerbation of saltwater intrusion. The design shall also consider whether or not the construction, operation and maintenance will harm the aquifer system. Adverse impacts of construction, operation, and maintenance to the aquifer system shall be avoided or at least minimized.

3.14.3 Policy:
The City shall assist FPUA in identifying possible sources of financing for the water system improvements identified in the current and future Water and Sewer Master Plans.

3.14.4 Policy:
The City shall coordinate with FPUA in continuing the provision of potable water that meets the drinking water standards described in F.A.C 62-555 and the provision of an annual water quality report for FPUA customers as required by the EPA Safe Drinking Water Act.

3.15 Objective:
Continue to provide potable water use in the quantity and quality necessary to satisfy existing and projected growth in compliance with the latest standards acceptable to the City, the County, the State and the U. S. Environmental Protection Agency, and in accordance with the regulations implementing the "Safe Drinking Water Act" (1986).

3.15.2 Policy:
The City shall coordinate with the Fort Pierce Utilities Authority to establish potable water level of service standards for non-residential land uses, such as office, industrial and commercial.

3.16.1 Policy:
The City shall coordinate with the FPUA to address existing facility deficiencies and utilize the Capital Improvements Program and the Capital Improvements Element to provide for correction of the improvements Element to provide for correction of the existing water supply and replacement of facilities.

3.16.2 Policy:
The City shall implement the Ten-Year Water Supply Facilities Work Plan to ensure that water supply facilities necessary to serve existing and future development within the City are available and consistent with the FPUA consumptive use permit.

3.17 Objective:
Manage the natural ground water aquifer recharge conditions in a safe, effective and reliable manner as required by current design standards and codes.

3.17.1 Policy:
Improve groundwater recharge by requiring all construction projects to meet or exceed the City of Fort Pierce Site Development Technical Regulations and Stormwater Management Requirements, including:

- Requiring development and redevelopment to provide a minimum of 20% of pervious open and green space

- The City shall amend the Land Development Code to limit the stormwater runoff for new gravity connections to the volumetric equivalent of not more than 2.0 inches of depth over the area served for any 24-hour period from the ten-year frequency, 72-hour duration rainfall. The City shall amend the Land Development Code to limit the total pump capacity of new connections to surface waters (canals or bay) to not more than the volumetric equivalent of 2.0 inches of depth per day from the area to be served by the pump.

3.17.2 Policy:
The City will promote the use of reclaimed water through city-wide efforts to educate residents and business community on the merits of using reclaimed water to diminish groundwater withdrawals. The City shall coordinate with FPUA to assess the viability of providing reclaimed water to new developments and if feasible, will require new developments to utilize reclaimed water for irrigation once the MWRP is constructed and operating.

3.17.3 Policy:
The City shall continue to require that all development and redevelopment codes at a minimum comply with SFWMD environmental protection rules for stormwater disposal methods.

Conservation Element:
4.2.2 Policy:
The City shall ensure that existing and new development shall be serviced with an adequate supply of potable water at the adopted levels of service, that, at a minimum, meets the state water quality standards.

4.2.7 Policy:
The City shall monitor the activities of the Port Authority to ensure Best Management Practices (BMP) are implemented to avoid negative impacts to the lagoon and ocean water habitats.

4.5.1 Policy:
The City shall protect and conserve the natural functions of existing soils, fisheries, lakes and floodplains through the enforcement of existing local, and support of state and federal regulations designed to protect and conserve these functions.

4.5.2 Policy:
The City shall support the state and federal laws regarding the protection of endangered and threatened species and significant plant and animal habitat.

4.5.10 Policy:
The City shall work cooperatively with the U.S. Fish and Wildlife Service (FWS) and the Florida Fish and Wildlife Conservation Commission (FFWCC) to protect and promote the recovery of species designated by these agencies as threatened and endangered or of special concern. Related activities shall include:

A. Require notification to these agencies when development proposals are received for sites documented as having historic and/or current occurrences of listed species;
B. Technical assistance consultation with these agencies; or
C. Cooperation with these agencies in locating potential introduction sites for designated species.

4.6.6 Policy:
The City shall continue to implement the scheduled maintenance plan for the effective removal of invasive vegetation removal on City lands. This program shall include monitoring and plans for re-vegetation. The City shall coordinate these efforts with the City Urban Forester.

4.8.5 Policy:
This City shall support and coordinate with the ACOE, EPA, FWS, DEP, and FWCC and/or other agencies as appropriate to establish a list of priority wetland restoration sites. Priority wetland restoration sites shall include those disturbed wetlands having the greatest potential functional value after restoration.

Intergovernmental Coordination Element:
8.1 Objective:
The City shall maintain coordination with government agencies with planning and impact assessment duties that affect the City, as listed in Table 8A; with other units of local government that provide services but have no regulatory authority over the use of land; and with the comprehensive plans of adjacent municipalities, St. Lucie County, and adjacent counties.

8.1.5 Policy:
The City shall coordinate future annexations with St. Lucie County, the Town of St. Lucie Village, and the City of Port St. Lucie.

8.1.8 Policy:
The City shall continue participation in the St. Lucie County TPO technical advisory committee in order to improve coordination of transportation improvements with St. Lucie County, FDOT and USDOT.

8.1.9 Policy:
The City shall exchange information on all current development projects with St. Lucie County, the City of Port St. Lucie, and the Town of St. Lucie Village in order to anticipate impacts of development from other communities upon the City of Fort Pierce.

8.1.10 Policy
The City shall continue to coordinate with and participate in the proceedings of: the St. Lucie County TPO, the Treasure Coast Regional Planning Council (TCRPC), the South Florida Water Management District (SFWMD), adjacent service area jurisdictions, and other organizations to foster intergovernmental coordination, especially for planning and service delivery matters.

8.1.11 Policy:
The City will implement the FPUA Water Supply Facilities Work Plan that is coordinated with the SFWMD Upper East Coast Regional Water Supply Plan by updating the City work Plan within 18 months of an update to the regional water supply plan.

8.1.14 Policy:
The City shall pursue cooperative efforts with SFWMD, St. Lucie County and other local jurisdictions to provide cost-effective options to augment the current potable water system with alternative water sources.

8.1.16 Policy:
The City of Fort Pierce shall continue to coordinate with the TCRPC and FDOT to develop the potential rail passenger station within the City that will be capable of serving as a regional hub for the potential Amtrak/Sun Rail expansion.

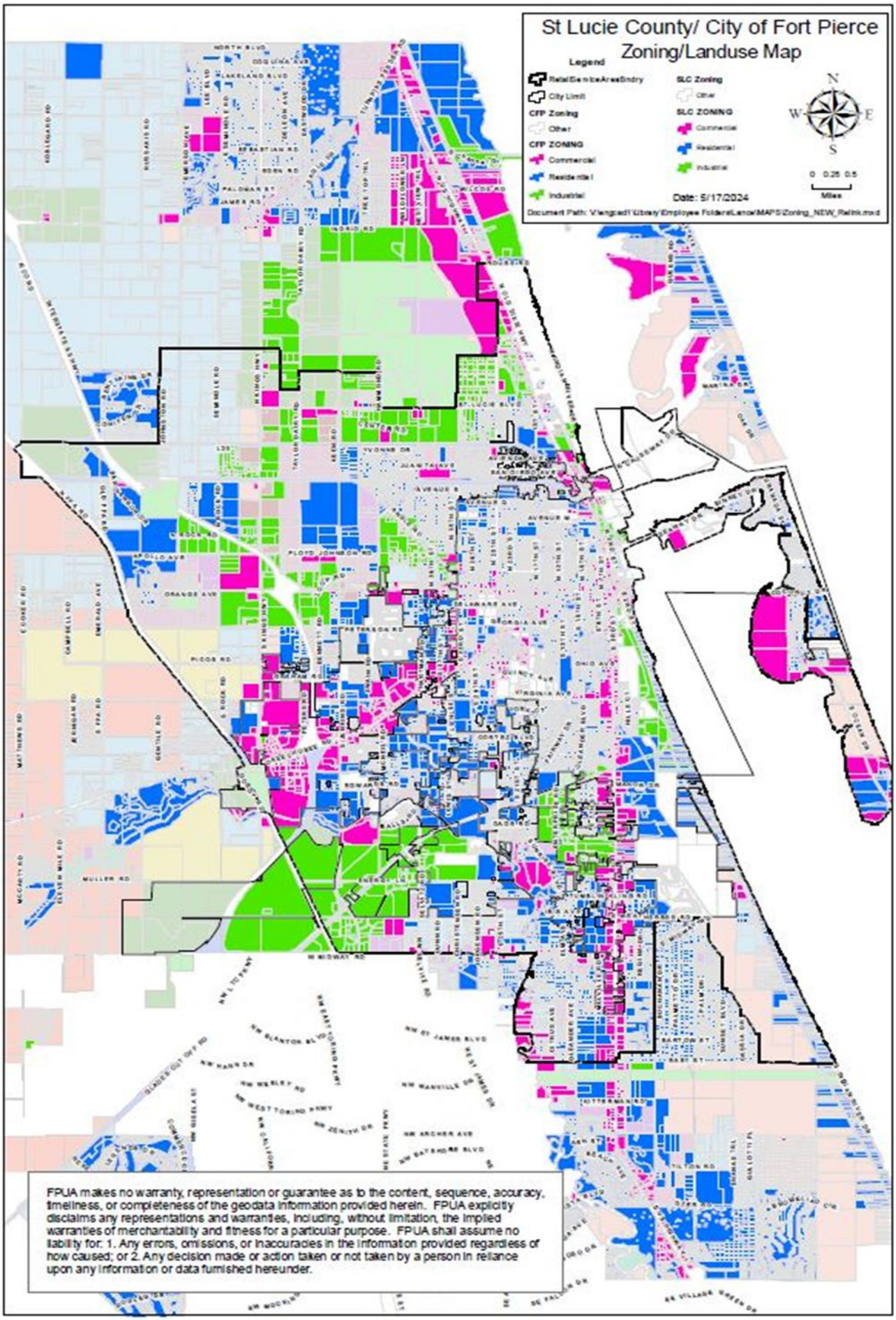
8.2 Objective:
Ensure that the impacts of development that are proposed in the City Comprehensive Plan, are addressed through coordination mechanisms with adjacent local governments, the TCRPC and the State.

8.3.3Policy:
When preparing the annual update to the Capital Improvement Element, the City shall consult with the South Florida Water Management District and the Fort Pierce Utility Authority to ensure coordination and consistency between the regional water supply plan, the FPUA Ten-Year Water Facilities Work Plan and the City Schedule of Capital Improvement.

8.4.1Policy:
The City of Fort Pierce shall coordinate with St. Lucie County, Florida Inland Navigational District, FDEP, and the U.S. Army Corps of Engineers to identify and regulate all existing and future spoil dredge sites within the City municipal boundary.

Appendix 1

Zoning Map


St Lucie County/ City of Fort Pierce
Zoning/Landuse Map
Legend
RetailServiceAreaBndry
City Limit
CFP Zoning
Other
CFP ZONING
Commercial
Residential
Industrial
SLC Zoning
Other
SLC ZONING
Commercial
Residential
Industrial
Date: 5/17/2024
Document Path: V:\engpad1\Library\Employee Folders\Lanow\MAPS\Zoning_NEW_Refnk.mxd
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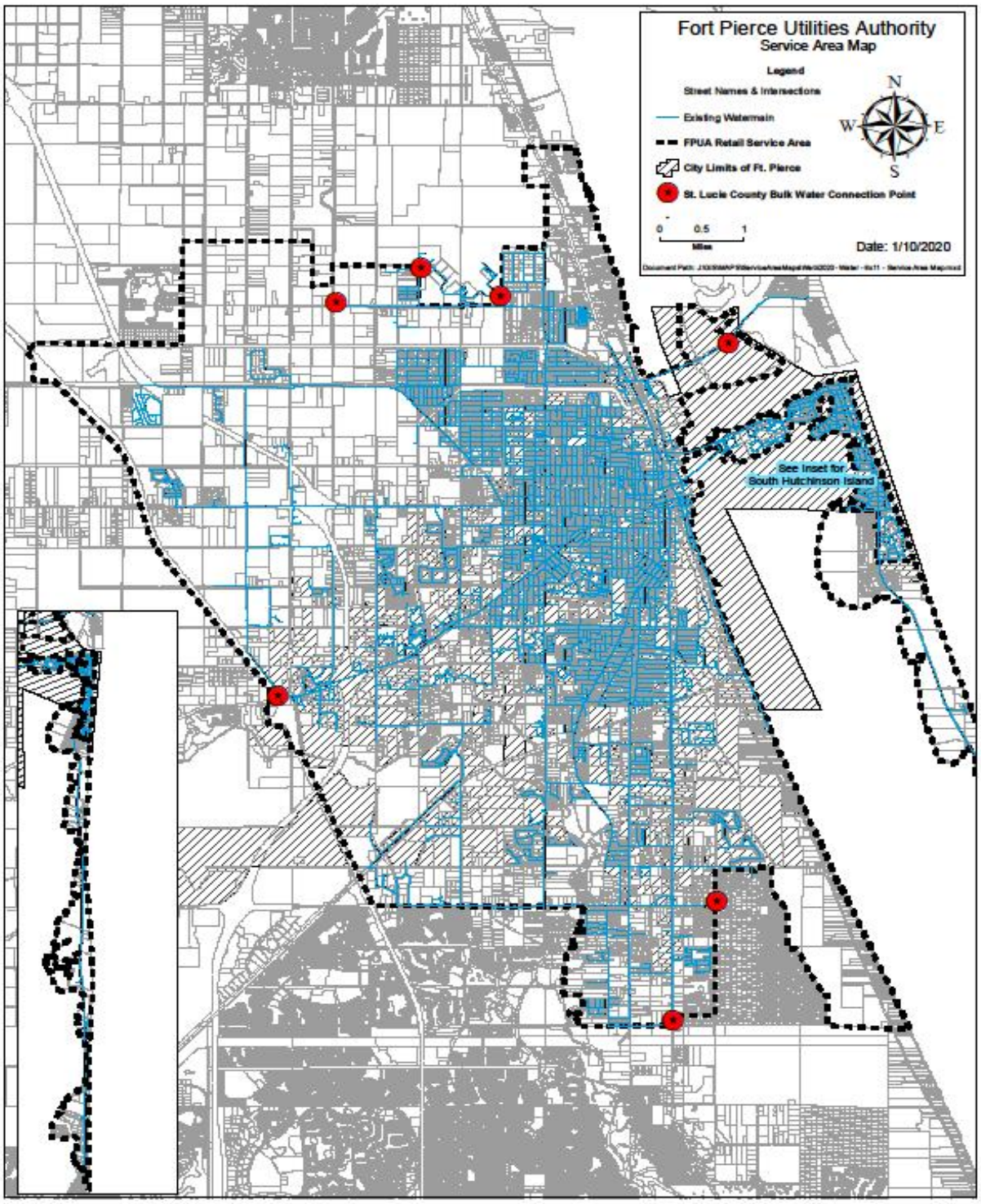
Miles
FPUA makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness, or completeness of the geodata information provided herein. FPUA explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. FPUA shall assume no liability for: 1. Any errors, omissions, or inaccuracies in the information provided regardless of how caused; or 2. Any decision made or action taken or not taken by a person in reliance upon any information or data furnished hereunder.

Appendix 2

Service Area and Water System Map


Fort Pierce Utilities Authority
Service Area Map
Legend
Street Names & Intersections
Existing Watermain
FPUA Retail Service Area
City Limits of Ft. Pierce
St. Lucie County Bulk Water Connection Point
N
W
E
S
0
0.5
1
Miles
Date: 1/10/2020
See Inset for South Hutchinson Island

March 21, 2025

The Honorable Linda Hudson
Mayor, City of Fort Pierce
100 North US 1
Fort Pierce, Florida 34950

Dear Mayor Hudson,

FloridaCommerce has reviewed the proposed comprehensive plan amendment for the City of Fort Pierce (Amendment No. 25-01ESR) received on February 21, 2025. The review was completed under the expedited state review process. FloridaCommerce has no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, FloridaCommerce has enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), Florida Statutes (F.S.), authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

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

If you have any questions concerning this review, please contact Christina Nazaire, Planning Analyst, by telephone at (850)-717-8532 or by email via Christina.Nazaire@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS /cn

Enclosure(s): Procedures for Adoption

cc: Kev Freeman, Planning Director, City of Fort Pierce
Thomas Lanahan, Executive Director, Treasure Coast Regional Planning Council

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SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package.

_____ Summary description of the adoption package, including any amendments proposed but not adopted.

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date.

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact.

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review.

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment.

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

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_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review.

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment.

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

August 13, 2025

VIA EMAIL ONLY

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

Subject: Proposed Comprehensive Plan Amendment 180-Day Deadline Advanced Notification
City of Fort Pierce 25-01ESR, Ord No. 25-015

Dear Mr. Freeman:

Section 163.3184(3), Florida Statutes (F.S.), states that a proposed amendment shall be deemed withdrawn if the local government fails to hold the second public hearing (the adoption hearing) within 180 days after receipt of the state land planning agency's report, unless extended by agreement with notice to the Department and to any affected person that provided comments on the amendment.

According to our records City of Fort Pierce has a proposed comprehensive plan amendment package that is nearing the 180-day timeframe, and we have not received notice of an agreement to extend the 180-day deadline. The proposed package is numbered 25-01ESR and was transmitted to the Department on February 21, 2025. The Department's report was sent on March 21, 2025. Attached is a copy of the original transmittal letter to help facilitate your records. The 180-day deadline to adopt the proposed amendment is September 17, 2025.

When the amendment package is adopted, please submit the adopted amendment pursuant to Section 163.3184(3)(c)2., F.S. for compliance review. A complete amendment package in PDF format can be uploaded to the Comprehensive Plan Upload Portal at https://flcom.my.salesforce-sites.com/cp/. The adopted amendment must be transmitted within 10-working days after the final public hearing pursuant to Section 163.3184(3)(c)2., F.S.

If the adoption date was extended consistent with Section 163.3184(3), F.S., please notify the Department in a timely manner so we may update our records. If you are anticipating extending the 180-day deadline it should be extended, and the notification received by the Department before the 180-day deadline expires.

If the proposed amendment package **was not adopted and has been withdrawn,** please submit a letter to the Department indicating that the local government has formally withdrawn the amendment package.

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

All information should be addressed to the Florida Department of Commerce and sent to my attention. If you have any questions concerning this request, I can be reached at 850.717.8491 or via email at Donna.Harris@Commerce.fl.gov.

Sincerely,

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

DH/

Enclosure: Transmittal Letter

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

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

February 21st, 2025

Donna Harris
Senior Plan Processor,
Bureau of Community Planning and Growth
Florida Commerce
The Caldwell Building
107 E. Madison Street - MSC 160
Tallahassee,
Florida 32399-4120

RE: Text Amendment to the City of Fort Pierce Comprehensive Plan

Dear Ms. Harris:

On February 18th, 2025, the City of Fort Pierce City Commission voted to approve and transmit Ordinance 25-015, amending the City's Comprehensive Plan Infrastructure Element at Policy 3.12.7, to adopt the FPUA 10-Year Water Supply Facilities Work Plan by reference.

Please find the amendment package for your review, which is submitted electronically through the Comprehensive Plan and Amendment upload portal. The package has also been transmitted by email to the required external agencies.

Should you have any questions, please contact me at (772) 467 3730 or through my email kfreeman@cityoffortpierce.com.

Sincerely,

Kev Freeman
Planning Director, City of Fort Pierce.

cc: DeVoshay Johnson, Acting City Manager.
Linda Hudson, City Mayor.

Attachment: Transmittal Package

From: Plan_Review
To: Kevin Freeman; DCPexter@commerce.fl.gov
Cc: Plan_Review
Subject: Fort Pierce 25-01ESR Proposed
Date: Friday, March 21, 2025 5:32:53 PM
Attachments: image001.png

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.

To: Kev Freeman, Planning Director

Re: Fort Pierce 25-01ESR – Expedited State Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to Plan.Review@FloridaDEP.gov. If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.

From: Ragsdale, David
To: Kevin Freeman
Cc: James.Stansbury@Commerce.fl.gov; Donna.Harris@commerce.fl.gov; DCPexter@Commerce.fl.gov; Stephanie Heidt (sheidt@tcrpc.org); tlanahan@tcrpc.org
Subject: District Comments for City of Fort Pierce Proposed Comprehensive Plan Amendment #25-01ESR
Date: Friday, March 21, 2025 11:13:08 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png

City of Fort Pierce
Warning: Sender dragsdal@sfwmd.gov has never sent any emails to your organization.
Please be careful before replying or clicking on the URLs.
This is UNSAFE: Report This is SPAM: Block This is SAFE
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SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Dear Mr. Freeman:

The South Florida Water Management District (District) has completed its review of the proposed amendment package from the City of Fort Pierce (City). The amendment package includes text amendments to the Infrastructure Element and includes the City's updated Water Supply Facilities Work Plan. The District provides the following comments under Section 163.3184(3)(g), Florida Statutes (F.S.). The important state resource impacted is regional water supply. The following District comments should be addressed before final adoption of the proposed amendment:

Section 3.1 Water Supply Facility

Information in the third paragraph of pg. 29 is outdated and should be removed. The sentence, *"the January 2007 Capacity Analysis Report (CAR) prepared by Global Tech for FPUA's Henry A. Gahn Water Treatment Facility indicates that no additional expansion plans for the treatment facilities are currently required."* is no longer accurate. The Treatment Facility was rerated in 2018, so the information from the 2007 CAR is no longer relevant.

Section 3.3 Water Use Permit

Water Use Permit 56-00085W is set to expire in 2027. Since the expiration date is within the 10-year Work Plan time frame, more details regarding the upcoming permit renewal seems relevant for this section.

Section 3.4 Project Water Demands

- The first paragraph in Section 3.4 appears to be outdated and should be updated. The hurricanes the section is referencing seem to be Hurricane Francis and Jeanne. *"Fort Pierce is located in an area that has experienced a fast-paced growth rate that has recently slowed due to the impact of two hurricane strikes in recent years and a general economic slowdown in the national residential construction market…"*
- Documentation of an updated Per Capita Use Rate estimated using the most recent data should be provided. The PCUR in Table 2 should be updated to reflect current use rates. Per Footnote 3 below Table 2: "*The 151 gpcd utilized in the above projections were based on actual average daily flows and service population provided by SFWMD in 2017 and adjusted pursuant to recent census numbers."*
- FPUA did not identify the total population of Fort Pierce separately from the population served by the utility, or identify Domestic Self Supply areas or numbers.
- Population and demand projections provided are 22-25% higher than the District's numbers in the 2021 Upper East Coast Water Supply Plan Update (2021 UECWSP). The table below shows the 2021 UECWSP population numbers for Fort Pierce and the two St. Lucie County bulk areas they serve, totaled for comparison to the Work Plan population estimates:

	2015	2016	2017	2018	2019	2020	2025	2030	2035	2040	2045
Fort Pierce Utilities Authority	34,635	35,246	35,825	36,402	37,236	39,189	42,726	46,267	49,269	52,038	54,635
Fort Pierce Utilities Authority Bulk Set to Transfer to SLCU: A	3,901	3,970	4,035	4,100	4,194	4,414	4,787	5,161	5,476	5,765	6,036
Fort Pierce Utilities Authority Bulk Set to Transfer to SLCU: B	4,823	4,908	4,989	5,069	5,185	5,457	5,919	6,380	6,770	7,127	7,462
Total	**43,359**	**44,124**	**44,848**	**45,571**	**46,615**	**49,060**	**53,432**	**57,808**	**61,514**	**64,931**	**68,133**
Fort Pierce 2024 Work Plan							65,049	70,959	76,869		
						Difference	**22%**	**23%**	**25%**		

- It would be very helpful to see a similar breakdown of the St. Lucie County bulk numbers in the Work Plan, considering the discrepancies between the Work Plan population projections and the 2021 UEC WSP projections.

Section 3.6.3 City of Fort Pierce Comprehensive Plan – Water Conservation Element

Policy #1 references the term "xeriscaping." The term "xeriscaping" was updated to "Florida Friendly Landscaping" by Florida Statute in 2009. This section should be changed with the updated terminology.

Section 4.0 Capital Improvement Plan

The total cost of the Mainland Water Reclamation Facility is estimated at $139.5 million in a statement below Table 3, but Table 3 lists the total at $66.6 million. Is this total the City's share of the costs and omitting the other funding sources? Per the 2025 SFWMD Alternative Water Supply (AWS) funding application submitted by FPUA, the project total is estimated at $196 million. FPUA's 2024 Annual Utility Status Report submitted to the District states a project total cost of $133 million. Clarification on the total funding cost for the Reclamation Facility listed in Table 3 should be provided.

Section 5.0 Goals, Objectives, and Policies

Policy 3.12.7 states it is adopting a "2020 FPUA Ten-Year Water Facilities Work Plan." The submitted Work Plan is dated July 2024 so Policy 3.12.7 should be updated.

The District requests that the County forward a copy of the adopted amendments to the District at the following email mailbox address: SFLOCALGOVPLAN@sfwmd.gov. Please contact me at dragsdal@sfwmd.gov if you have any questions or need additional information.

Sincerely,

David Ragsdale
Policy and Planning Analyst
Water Supply Implementation Unit
South Florida Water Management District
Office: 561-682-6715 Cell: 850-572-3176
dragsdale@sfwmd.gov | 3301 Gun Club Road, West Palm Beach, FL 33406

Revision: 3/21/2025

TREASURE COAST REGIONAL PLANNING COUNCIL

M E M O R A N D U M

To: Council Members AGENDA ITEM 4B5

From: Staff

Date: March 14, 2025

Subject: Local Government Comprehensive Plan Review
Draft Amendment to the City of Fort Pierce Comprehensive Plan
Amendment No. 25-01ESR

Introduction

The Community Planning Act, Chapter 163, *Florida Statutes*, authorizes the regional planning council to review local government comprehensive plan amendments prior to their adoption. The regional planning council review and comments are limited to adverse effects on regional resources or facilities identified in the Strategic Regional Policy Plan (SRPP) and extrajurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. Council must provide any comments to the local government within 30 days of the receipt of the proposed amendments and must also send a copy of any comments to the state land planning agency.

The amendment package from the City of Fort Pierce was received on February 21, 2025 and contains one text amendment to the Infrastructure Element of the City's comprehensive plan. This report includes a summary of the proposed amendment and Council comments.

Summary of Proposed Amendment

The purpose of the text amendments is to address statutory requirements of Chapter 163.3177(6)(c)3, Florida Statutes, by providing coordination of the City's 10-Year Water Supply Facilities Work Plan (WSFWP) with the South Florida Water Management District's Upper East Coast Water Supply Plan (UECWSP), which was adopted on November 10, 2021. Work plans must cover a ten-year period; be updated every 5 years; and identify alternative and traditional water supply projects, conservation efforts, and reuse activities needed to meet projected future demands.

Residents of the City of Fort Pierce obtain their water from the Fort Pierce Utilities Authority (FPUA). The FPUA prepares the WSFWP, which identifies and plans for water supply sources and facilities needed to serve existing and new development within the City of Fort Pierce. The update to the FPUA's 10-Year Water Supply Facilities Work Plan was completed in July 2024.

The proposed amendment revises Policy 3.12.7 to adopt FPUA's 10-Year WSFWP into the comprehensive plan by reference. The proposed amendment is shown below in ~~strikeout~~ and underline format.

> **3.12.7 Policy**
> The City adopts by reference the current ~~2020~~ 2024-2034 FPUA Ten-Year Water Supply Facilities Work Plan.

Regional Impacts

No adverse effects on regional resources or facilities have been identified.

Extrajurisdictional Impacts

Council requested comments from local governments and organizations expressing an interest in reviewing the proposed amendment on March 3, 2025. No extrajurisdictional impacts have been identified.

Conclusion

No adverse effects on regional resources or facilities and no extrajurisdictional impacts have been identified.

Recommendation

Council should approve this report and authorize its transmittal to the City of Fort Pierce and FloridaCommerce.

Council Action – March 21, 2025

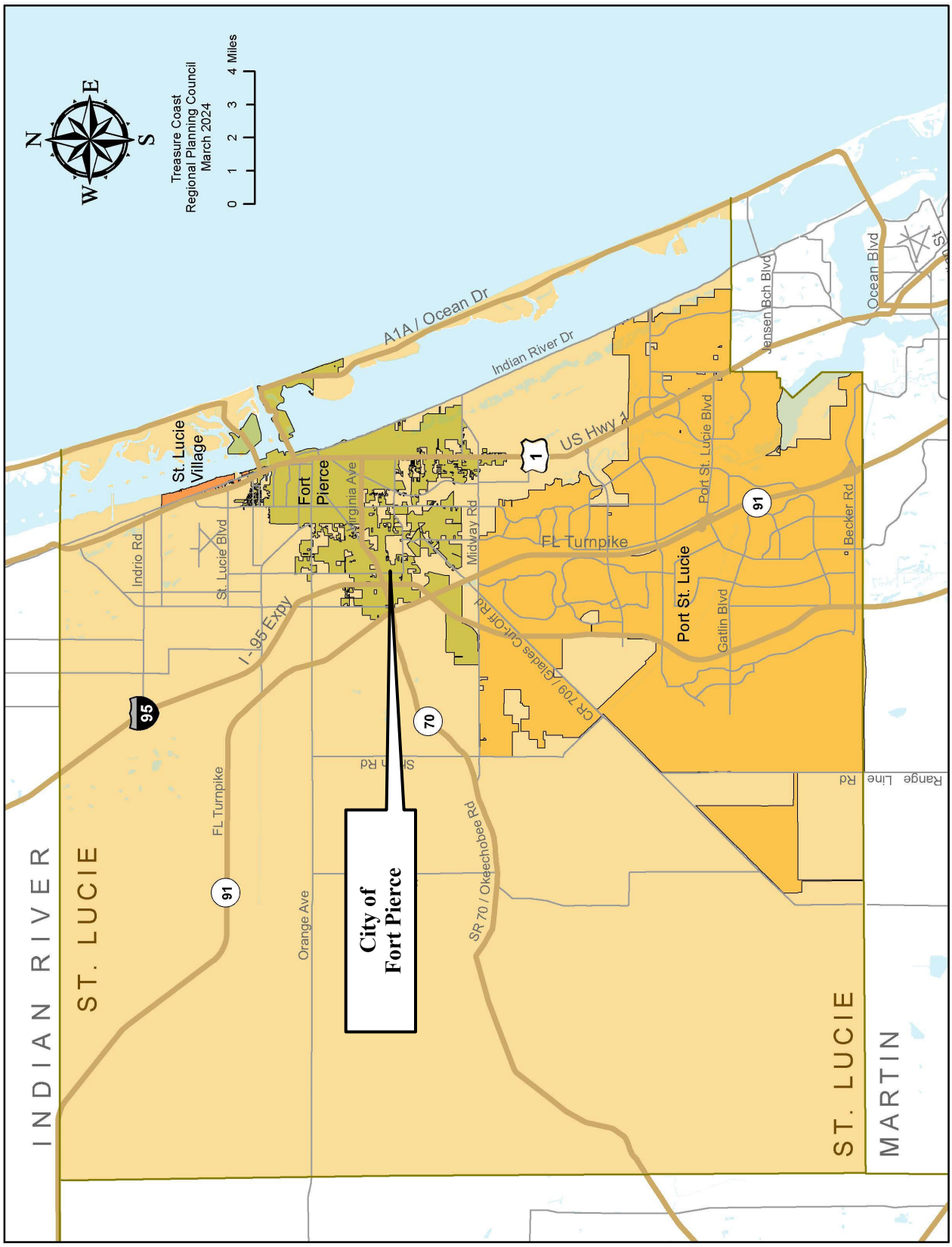
Councilmember Dodd from the City of Sebastian moved approval of the staff report. Councilmember Parrish, Gubernatorial Appointee from St. Lucie County, seconded the motion, which carried unanimously.

Attachments

List of Exhibits

Exhibit	
1	General Location Map

Exhibit 1
General Location Map



Goal 3.4 POTABLE WATER

Provide a cost-effective and sustainable potable water supply system which meets all applicable water quality standards, maintains the adopted LOS, and maintains the City's water quality standards, and does not compromise the City's future water supply.

3.9 *Objective:*

The City shall coordinate with FPUA to identify existing deficiencies in the potable water system and to correct any identified deficiencies in order to maintain the adopted LOS through the adopted planning horizon.

3.9.1 Policy:

The City shall assure, through the FPUA budget approval process, which FPUA will maintain funding for the systems improvements the Capital Improvements Element to address identified potable water deficiencies consistent with the priorities established in the adopted Water and Wastewater Master Plan.

3.9.2 Policy:

The City shall coordinate with FPUA to fund projects and programs to correct identified system deficiencies and maintain the adopted LOS standard.

3.9.3 Policy:

The City shall coordinate with FPUA to update the Water and Wastewater Master Plan every five years to assure that potable water facilities are available to provide adequate fire flow protection and to meet the existing needs of FPUA's customers. Due to lower than expected growth rates between 2006 to 2015, the Water and Wastewater Master Plan is scheduled to be updated in 2021.

3.10 *Objective:*

Potable water facilities shall be provided at the adopted LOS standard of 300 GPD per ERC for the adopted planning horizon.

3.10.1 Policy:

The LOS standard for potable water facilities shall be 300 GPD per ERC. The number of ERCs provided for residential connections shall be:

- 1 ERC (300 GPD) for each single family unit
- 0.70 ERC (210 GPD) for each multi-family unit

For general service, commercial, or industrial connections, the potable water facilities treatment system shall be sized to provide the number of ERCs as agreed upon by FPUA in the Water and Wastewater Supply Agreement with developers. The ERC shall be based on existing potable water demands from similar land uses or best available data.

The LOS standard for the FPUA water treatment plants shall be measured by maximum daily flow.

3.10.2 Policy:

The City shall work with FPUA to provide adequate fire flow protection. FPUA will review new construction projects to ensure that new projects have been designed and constructed to provide a minimum system pressure of 20 pounds per square inch during maximum day demands with fire flow.

3.10.3 Policy:

The City shall coordinate with FPUA to prepare and submit an Updated Capacity Analysis Report to the FDEP at the scheduled intervals described in the F.A.C. § 62-555.348, *Planning for Expansion of Public Water System Source, Treatment, or Storage Facilities.* When the Capacity Analysis Report indicates that additional capacity will be needed within the next five years, design and permitting for additional capacity shall be initiated in accordance with this same code.

The August Capacity Analysis Report prepared for FPUA initially indicated that there was adequate capacity to meet the projected growth demands through 2018. However, due to lower than expected growth rates between 2006 and 2015 and the rerating of the Water Treatment Plant from 18.99 Million Gallons per Day (MGD) to 23.32 MGD on May 3, 2018, there is adequate capacity to meet the projected growth demands through 2030.

3.10.4 Policy:

The City, in coordination with the FPUA, shall maximize the use of existing potable water facilities by encouraging infill and redevelopment.

3.10.5 Policy:

The City and FPUA shall continue to maintain, administer, and implement an integrated geographic information system (GIS) to make standardized land use and potable water supply facilities information available for local and regional planning purposes.

3.11 *Objective:*

Encourage compact urban growth patterns, including infill and redevelopment, to maximize the use of existing potable water facilities.

3.11.1 Policy:

The City shall work with FPUA to identify opportunities to increase the efficiency and to optimize the use of existing facilities as an alternative to constructing new potable water facilities. The FPUA will continue the planned and preventive maintenance program in order to maximize the useful life of existing infrastructure.

3.11.2 Policy:

The City shall work with FPUA to prioritize the provision of water service to infill, enclave, or redevelopment areas.

3.12 *Objective:*

Optimize the utilization of water resources through effective water management practices that conserve and protect potable water resources with primary focus on the Surficial Aquifer.

3.12.1 Policy:

The City shall develop a basin-wide water management protocol, in accordance with SFWMD permitting requirements, that optimizes flood protection, water quality, stormwater storage, wetlands sustainability and groundwater recharge functions while protecting the stormwater management system, wellfield characteristics, groundwater levels, saltwater intrusion limits, flows and canal stages to better utilize the water resource.

3.12.2 Policy:

FPUA shall continue to monitor water loss within the utility system, to identify strategies that minimize system loss and continue the preventive maintenance program for the distribution system.

3.12.3 Policy:

The City shall utilize the development review process of the Land Development Code to require applicants for development permits to prepare landscaping plans that incorporate xeriscape principles, encourage native plant communities, and meet the Florida Irrigation Society's standards and specifications for turf and landscape irrigation systems. The City shall revise the Land Development Code to include more stringent requirements for these areas.

3.12.4 Policy:

The City shall continue to implement a year-round public information and education program promoting water conservation. The City shall coordinate with FPUA to encourage conservation by continuing to implement a multi-tier rate structure which increases the unit cost as consumption levels increase.

3.12.5 Policy:

The City, in conjunction with FPUA, shall implement the adopted 10-year water supply plan consistent with the SFWMD plans.

3.12.6 Policy:

The City and FPUA shall coordinate and participate in the SFWMD Upper East Coast Water Supply Plan process.

3.12.7 Policy:

The City adopts by reference the current ~~2020~~ 2024-2034 FPUA Ten-Year Water Supply Facilities Work Plan.

(Ord. No. 21-001, § 1, 8-2-2021)

3.13 *Objective:*

Potable water facilities shall be designed, constructed, maintained and operated in such a manner as to protect the functions of natural groundwater recharge areas and natural drainage features.

3.13.1 Policy:

The City shall coordinate with FPUA and SFWMD for the design, construction, operation and maintenance of new or expanded potable water facilities that will focus on the use of an alternative water source as defined in the Upper East Coast Water Supply Plan. These potential sources could include the Floridan aquifer, aquifer storage and recovery (ASR) wells, desalinization, capture and storage of excess stormwater currently lost to tide, reuse and grey water where technically feasible and other technologies.

3.13.2 Policy:

The construction, operation and maintenance of new or expanded potable water facilities shall consider the short-term and long-term impacts to natural groundwater recharge areas, wetlands, surface and groundwater levels and the exacerbation of saltwater intrusion. The design shall also consider whether or not the construction, operation and maintenance will harm the aquifer system. Adverse impacts of construction, operation, and maintenance to the aquifer system shall be avoided or at least minimized.

3.14 *Objective:*

Provide a cost-effective, sustainable potable water system meeting all applicable standards at the adopted LOS standard.

3.14.1 Policy:

The City shall continue to coordinate the provision of potable water services with the FPUA through agreements with municipalities and other service providers.

3.14.2 Policy:

The City shall coordinate storm drainage and roadway projects with FPUA to minimize impacts to the potable water system and maintain adopted LOS standard.

3.14.3 Policy:

The City shall assist FPUA in identifying possible sources of financing for the water system improvements identified in the current and future Water and Sewer Master Plans.

3.14.4 Policy:

The City shall coordinate with FPUA in continuing the provision of potable water that meets the drinking water standards described in F.A.C 62-555 and the provision of an annual water quality report for FPUA customers as required by the EPA Safe Drinking Water Act.

3.15 *Objective:*

Continue to provide potable water use in the quantity and quality necessary to satisfy existing and projected growth in compliance with the latest standards acceptable to the City, the County, the State and the U. S. Environmental Protection Agency, and in accordance with the regulations implementing the "Safe Drinking Water Act" (1986).

3.15.1 Policy:

The City shall continue to rely upon the facilities and personnel of the Fort Pierce Utilities Authority to satisfy the potable water supply, treatment and distribution needs of residents and businesses.

3.15.2 Policy:

The City shall coordinate with the Fort Pierce Utilities Authority to establish potable water level of service standards for non-residential land uses, such as office, industrial and commercial.

3.16 *Objective:*

The City shall ensure that potable water facilities and services meet the level of service standards established within the Comprehensive Plan.

3.16.1 Policy:

The City shall coordinate with the FPUA to address existing facility deficiencies and utilize the Capital Improvements Program and the Capital Improvements Element to provide for correction of the improvements Element to provide for correction of the existing water supply and replacement of facilities.

3.16.2 Policy:

The City shall implement the Ten-Year Water Supply Facilities Work Plan to ensure that water supply facilities necessary to serve existing and future development within the City are available and consistent with the FPUA consumptive use permit.

Goal 3.5 NATURAL GROUNDWATER AQUIFER RECHARGE

Protect the function of natural ground water/aquifer recharge areas and natural drainage features.

3.17 *Objective:*

Manage the natural ground water aquifer recharge conditions in a safe, effective and reliable manner as required by current design standards and codes.

3.17.1 Policy:

Improve groundwater recharge by requiring all construction projects to meet or exceed the City of Fort Pierce Site Development Technical Regulations and Stormwater Management Requirements, including:

- Requiring development and redevelopment to provide a minimum of 20% of pervious open and green space
- The City shall amend the Land Development Code to limit the stormwater runoff for new gravity connections to the volumetric equivalent of not more than 2.0 inches of depth over the area served for any 24-hour period from the ten-year frequency, 72-hour duration rainfall. The City shall amend the Land Development Code to limit the total pump capacity of new connections to surface waters (canals or bay) to not more than the volumetric equivalent of 2.0 inches of depth per day from the area to be served by the pump.

3.17.2 Policy:

The City will promote the use of reclaimed water through city-wide efforts to educate residents and business community on the merits of using reclaimed water to diminish groundwater withdrawals. The City shall coordinate with FPUA to assess the viability of providing reclaimed water to new developments and if feasible, will require new developments to utilize reclaimed water for irrigation once the MWRP is constructed and operating.

3.17.3 Policy:

The City shall continue to require that all development and redevelopment codes at a minimum comply with SFWMD environmental protection rules for stormwater disposal methods.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: 25-015 Comp Plan Text Amendment FPUA 10-Year Water Supply Plan

NOTICES PROVIDED PURSUANT TO: City Code and State Statute 163.3184 and 166.041

NOTICE BY NEWSPAPER: February 2nd, 2025 & August 31st, 2025

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE: **DATE:** September 15th, 2025

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

---

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

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

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

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

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

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

4. Any additional information the Commission may find useful.

As approved as part of SB170 and effective October 1, 2023, pursuant to Section 166.041(4), Florida Statutes, the City is required to prepare a business impact estimate prior to enacting an ordinance, subject to exemptions noted in the Law.

This does not apply to the following types of ordinances:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
5. Emergency ordinances;
6. Ordinances relating to procurement; or
7. Ordinances enacted to implement the following:
    a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
    b. Sections 190.005 and 190.046; 351
    c. Section 553.73, relating to the Florida Building Code; or
    d. Section 633.202, relating to the Florida Fire Prevention Code.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: KEV FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: COMP PLAN TEXT AMENDMENT FPUA WATER SUPPLY PLAN - TRACK CHANGES

CAO RLS FILE: RLS 25-21

DATE: JANUARY 29, 2025

I have reviewed the above Request for Legal Services (RLS). I have made suggested changes to the Ordinance. The Ordinance has been uploaded in a Track Changes and Clean Copy version. Please review all changes to the Ordinance carefully. If you agree with the suggested changes, 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

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:

08/31/2025

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 08/31/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

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KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Sections 163.3184 and 166.041 F.S., will on Monday, September 15th, 2025, at 5.05 p.m. hold a public hearing for the second (adoption hearing) of the enactment of a proposed ordinance in the City Hall Commission Chambers, 100 N. U.S. 1, Fort Pierce, Florida.

ORDINANCE 25-015 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE; **ADOPTING AN AMENDMENT TO THE CITY'S COMPREHENSIVE PLAN AT POLICY 3.12.7 OF THE PLAN'S INFRASTRUCTURE ELEMENT TO ADOPT THE 2024-2034 FPUA 10-YEAR WATER SUPPLY FACILITIES WORK PLAN BY REFERENCE;** PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL OTHER ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

This ordinance is considered pursuant to Comprehensive Plan Policy 3.12.7 that adopts by reference the Fort Pierce Utilities Authority Ten-Year Water Supply Facilities Work Plan. The amendment will replace reference to 2020 with 2024-2034.

All interested parties may appear at the meeting and be heard with respect to the application. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO 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

Publish: 08/31/2025

City Commission Regular Meeting - 5:05 PM **12. E.**

Meeting Date: 09/15/2025

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 and 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

Ordinance 25-024

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	08/26/2025 04:27 PM
City Manager	Richard Chess	08/27/2025 10:13 AM

Form Started By: Shaun Coss
Started On: 08/26/2025 04:20 PM
Final Approval Date: 08/27/2025

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 AND 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.

(1) A condominium or cooperative association and any other owner that is subject to this section shall schedule and commence repairs for substantial structural deterioration within 365 days after the city receives a phase two inspection report.

(2) 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 the above 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 _____; 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, September 15, 2025; and was duly introduced, read by title only, and passed on second and final reading on Monday, October 6, 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)

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	SHAUN COSS, ASSISTANT BUILDING DIRECTOR
FROM:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	MANDATORY STRUCTURAL INSPECTIONS FOR CONDOMINIUM AND COOPERATIVE BUILDINGS
CAO RLS FILE:	25-221 FOLLOW-UP
DATE:	AUGUST 26, 2025

Following the first reading of the above Ordinance, a second look was taken at the Ordinance and State Statute. A change was needed to change an "or" to an "and". Based on this, the intent of the Ordinance changes and the title block changed. I have uploaded the Ordinance in Track Changes and Clean Copy formats. The Clean Copy is approved as to form and correctness.

Based on the changes, I recommend this be readvertised and another first reading be conducted.

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

Thank you.
SH

City Commission Regular Meeting - 5:05 PM **12. F.**

Meeting Date: 09/15/2025

Re: Kings Landing PD - Amendment to Final Site Plan

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 25-025 - An Ordinance amending the King's Landing Planned Development in respect of (8) eight parcels and representing approximately 7.50 acres of land generally located at or near 322 North 2nd Street, as established by Ordinance 20-012 and amended by Ordinance 22-003 and the associated conceptual site plan(s) thereto; approving a final site plan; approving a planned development zoning agreement; providing for a severability clause; providing for repeal of ordinances or parts thereof in conflict herewith and providing for an effective date. SECOND READING

SUMMARY:

Pursuant to Code Sections 125-157 (2), 125-212, 125-313 and 125-314, the applicant is seeking approval for a major amendment to the PD and Site Plan (Development and Design Review) to construct a mixed-use development project, known as Kings Landing, on 7.824 acres generally located at 322 North 2nd Street.
On February 7, 2022, the City amended and restated Ordinance 20-012 to replace the previously approved conceptual master plan with a final site plan for the Subject Property located at or near 322 North 2nd Street, through Ordinance 22-003. The amended final site plan will replace the previously approved final site plan (Ord 22-003).
The subject parcels have a Future Land Use designation of Central Business District (CBD) with a compatible overlying Zoning classification of PD. The land is currently cleared, and part of the original Kings Landing development is undergoing town-home construction. The site subject to this application remains undeveloped. Parcel ID(s): 2410-503-0041-020-4, 2410-503-0043-000-2, 2410-503-0020-000-5, 2410-503-0019-010-8, 2410-503-0019-000-5, 2410-503-0034-000-6, 2410-503-0036-010-3, and 2410-503-0030-000-8.

The proposed amendments include:
·Re-arrangement of the building footprints.
·Re-arrangement of the roadway connections within the site.
·Increase in on-site parking spaces.
·Greater variety of uses.
·Building height distribution.

RECOMMENDATION:

Staff recommend **Approval** of the amendment to the Kings Landing PD site plan subject to the six (6) attached conditions:
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.
5. A Street Lighting Plan shall be submitted and approved prior to first certificate of occupancy in respect of a vertical construction building permit within each phase.
6. A Landscape maintenance agreement shall be submitted and approved prior to first certificate of occupancy in respect of a vertical construction building permit within each phase.

ALTERNATIVES:

Approval with additional/alternative conditions.
or
Denial.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director

COORDINATED WITH:

Technical Review Committee
Planning Board
Historic Preservation Committee
City Attorney's Office

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

N/A

Attachments

Staff Report
Staff Presentation
Ordinance 25-025
CA memo

Narrative
Design Narrative
Deed
Agent Authorization
Property Appraiser Cards
Capacity Analysis
Amended PD Site Plan for Signature
PD Phasing Plan
Architectural Details
Survey - TOPO
Landscape Plan
Environmental Assessment
Traffic Impact Report
Phasing Plan
Site Photos - Existing
Neighboring Property Photos - Existing
Previously Approved Site Plan - 2022
PD Development Agreement
HPB Approval
Public Notification Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	08/22/2025 04:50 PM

Form Started By: Kev Freeman
Started On: 08/06/2025 01:25 PM
Final Approval Date: 09/03/2025

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Richard Chess, City Manager City Commission
FROM:	Kev Freeman, Planning Director
RE:	**PZSITE2025-00007, KINGS LANDING PD MAJOR SITE PLAN AMENDMENT**
COMMISSION DATE:	September 2, 2025

STAFF REPORT

Agent (on behalf of the Owner): HALEY WARD,

Owner: Audubon Development, LLC

Location: 322 N 2nd Street.

Request
Pursuant to Code Sections 125-157 (2), 125-212, and 125-313.; 125-314, the applicant is seeking approval for a major amendment to the PD and Site Plan (Development and Design Review) to construct a mixed-use development project on 7.824 acres generally located at 322 North 2nd Street.

Parcel ID(s)

2410-503-0041-020-4,
2410-503-0043-000-2,
2410-503-0020-000-5,
2410-503-0019-010-8,
2410-503-0019-000-5,
2410-503-0034-000-6,
2410-503-0036-010-3,
2410-503-0030-000-8

Historic Status

This is a vacant property located in the Downtown Historic District.

Background

In 2002, Downtown Fort Pierce was designated as a historic district due to the architectural significance in the Mediterranean Revival, Mission, Art Modern, Bungalow, Classical Revival, Colonial Revival, Frame Vernacular and Masonry Vernacular styles. The Downtown Historic District is the foundation for the City's commercial, political, and social history.

On August 17, 2020, the City of Fort Pierce (the "City") and the Fort Pierce Redevelopment Agency (the "FPRA") as owners of said property rezoned the Subject Property located at or near 322 North 2nd Street from Central Commercial, C-4 (2 properties) & Light industrial, I-1 (8 properties) to Planned Development, PD, with an underlying zoning of Central Commercial, C- 4, and approved a conceptual site plan, through Ordinance 20-012; (the "King's Landing Planned Development"). Ordinance 20-011 amended the Future Land Use from Industrial to Central Business District.

On May 24, 2021, the Historic Preservation Board (HPB) approved a Certificate of Appropriateness (COA) for the King's Landing project, the site of the former H.D. King Plant site, circa 1911, located in the heart of the City's downtown. On October 25, 2021, following the HPB approval, an application for an amendment to the Planned Development (PD) and Site Plan was recommended for approval by the Planning Board (PB).

On February 7, 2022, the City amended and restated Ordinance 20-012 to replace the previously approved conceptual master plan with a site plan for the Subject Property located at or near 322 North 2nd Street, through Ordinance 22-003.

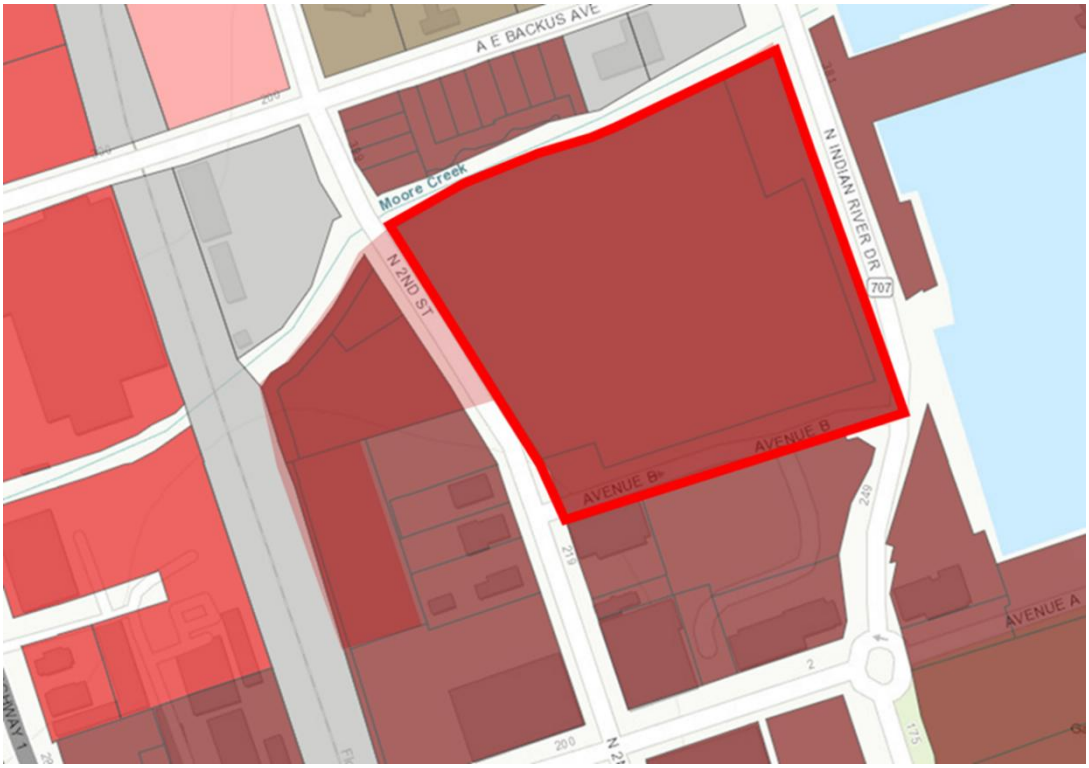
The City, the FPRA, and Audubon Development, Inc. ("Audubon") entered into a Development agreement dated December 2, 2019, which was subsequently amended through a third amendment, dated April 8, 2025. Said Development Agreement shall serve as the Planned Development Zoning Agreement required under the Code for the Subject Property.

On January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion (0.76 Acres) of the King's Landing Planned Development along A.E. Backus Avenue to be developed as residential villas (the "Villas Plat Property"). The Villas Plat Property obtained Final Plat approval for ten (10) single-family lots on September 5, 2023.

The subject parcels have a Future Land Use designation of Central Business District (CBD) with a compatible overlying Zoning classification of PD. The land is currently cleared, and part of the original Kings Landing development is undergoing town-home construction. The site subject of this application remains undeveloped.

Location

Zoning & Future Land Use (Planned Development Zoning & Central Business District (FLU)



Downtown Business and Entertainment District Overlay

The property of this application is located within the Downtown Business and Entertainment District Overlay (downtown overlay)

City Code that delineates downtown and defines desirable characteristics of this area. The purpose of this overlay is to recognize:

- The unique urban character of the downtown;
- The unique orientation to the waterfront;
- Its historic urban design typified by its pedestrian-oriented design and its humanscale development to further the downtown's desirability as a place to work, play and live through encouraging a broad variety of urbanscale uses.

Pursuant to Code Section Sec. 125-157(2)3.(i) and (ii), all parcels within the district are exempt from off-street parking and landscaping requirements.

Amendment to the adopted PD

The purpose of the PD District is to provide a process for the evaluation of individually planned developments which may not otherwise be permitted in the zoning districts. The PD District is to be a voluntary process commenced by an applicant for such zoning designation. The standards and procedures of this district are intended to promote flexibility of design and permit planned diversification and integration of uses and structures, while at the same time granting the city commission the absolute authority to establish such limitations and regulations as it deems necessary to protect the public health, safety and general welfare.

The PD district is designed to allow an applicant to submit a proposal for consideration, for any use or any mixture of uses. Changes to approved PD site plans are either major modifications or minor modifications. A major modification requires the approval of the city commission, while a minor modification may be done administratively by the planning director. Generally, additions, deletions, changes in the use, density, sequence of development or other specifications of an approved PD plan are to be viewed as a major modification.

The subject site plan will replace the previously approved site plan (Ord 22-003) in respect of the Subject Property. The amendments include:

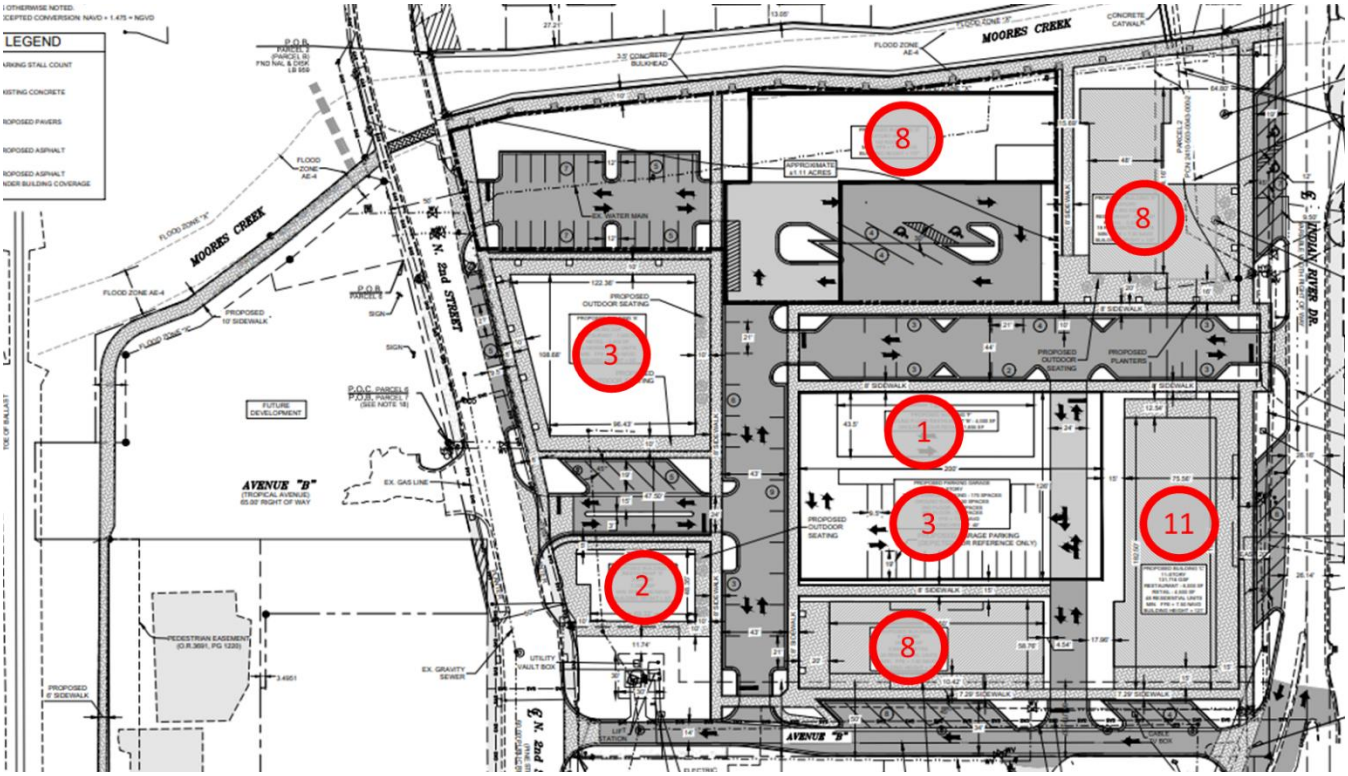
- Re-arrangement of the building footprints.

- Re-arrangement of the roadway connections within the site.
- Increase in on-site parking spaces.
- Variety of uses.
- Building height distribution.

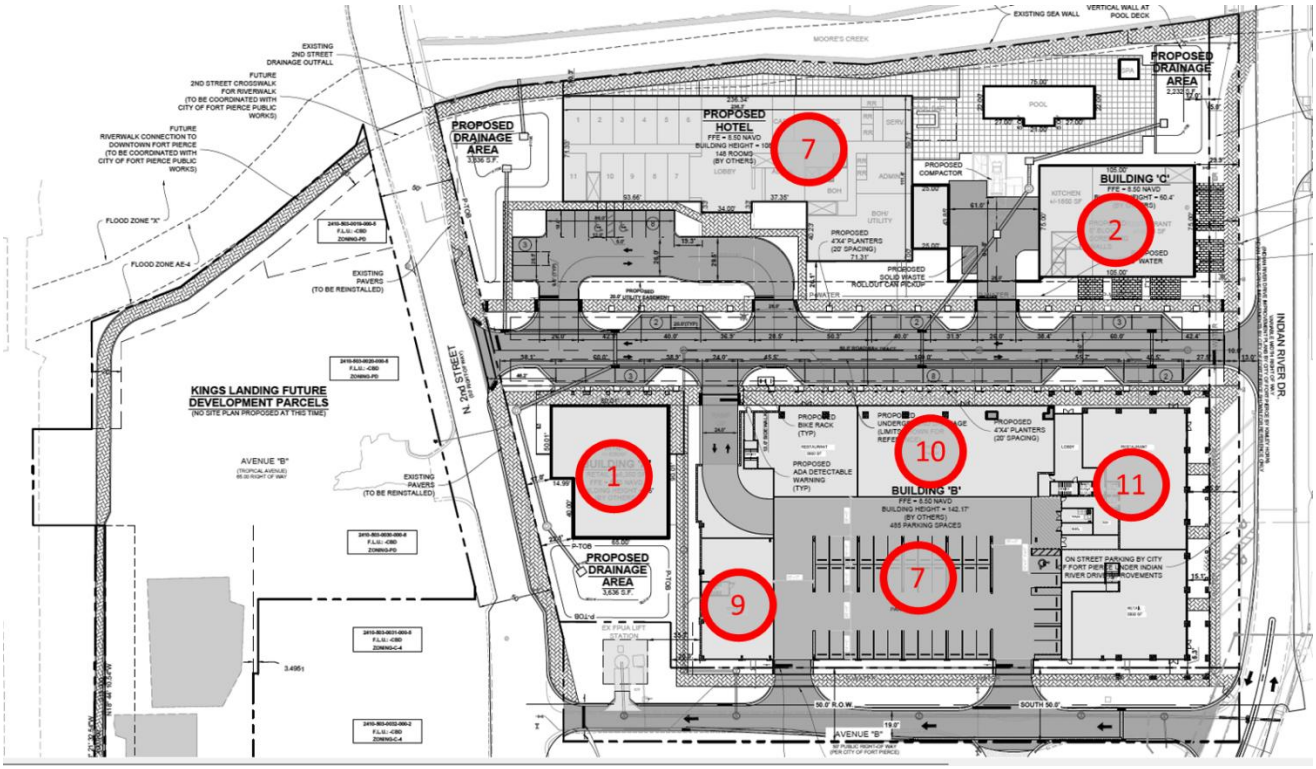
ORIGINAL SITE PLAN	
RESIDENTIAL	106 CONDOS
	8 TOWNHOMES
RESTAURANT	38,085 Sq.Ft.
HOTEL	140 ROOMS
RETAIL	17,290 Sq.Ft.
PARKING - SURFACE	129
PARKING - GARAGE	299
PARKING - TOTAL	428

AMENDED SITE PLAN	
RESIDENTIAL	106 CONDOS
REMOVED FROM PLAN	TOWNHOMES
RESTAURANT	12,900
HOTEL	148 ROOMS
RETAIL	19,900 Sq.Ft.
PARKING - SURFACE	31
PARKING - GARAGE	485
PARKING - TOTAL	516
FITNESS	3,500 Sq.Ft.
MEETING ROOMS	3,000 Sq.Ft.

Existing Approved Site Plan (Building Heights Indicated)



Proposed Amended Site Plan (Building Heights Indicated)



Site Plan (Development and Design Review) Criteria

All development requiring site plan approval are subject to the City's design review process. In addition, the City's Planning Board functions as the design review board being responsible for such design review, which is completed as part of the development review process. Design review related to any changes to historic structures, or any new construction on an historic site or in an historic district shall also be reviewed by the Historic Preservation Board in accordance with Chapter 111.

The quality and compatibility of any proposed development in the City is of public concern for all building and site improvements. The City's architectural design review standards suggest approaches to design situations that will contribute to the existing and developing character of the City.

The intent of the City's design review process is not to stifle innovative architecture but rather to ensure respect for and reduce incompatible and adverse impacts on the visual experience throughout the City. The City Code seeks to accomplish appropriate design through respectful interpretation of vernacular building typologies and styles in proposed development. The City Code encourages proposed designs to take cues from traditional styles characteristic of the City’s architecture, including but not limited to wood and

masonry vernacular buildings characterized by a blend of Cracker, Classical Revival, Victorian, Mediterranean, including Mission and Spanish Eclectic, Streamlined Art Deco, Mid-Century Modern, Colonial, Prairie and Craftsman styles.

The proposal provides its own interpretation of these styles and vernacular palette, influenced by local and regional architectural patterns. The site design, building layout, and architectural design are considered to be compatible with the scale and character of the City's mix of existing buildings and land uses.

Comprehensive Plan

1.1.6 Policy: B.

Central Business District (CBD):

The CBD designation provides for mixed-use development that may include office commercial/retail, and residential. The CBD is intended to provide for higher density mixed-use development within downtown Fort Pierce. Uses within the CBD shall include residential (condominiums, apartments, single family, attached and detached); office including, but not limited to, including artist work and sales space; retail including, but not limited to, boutiques, cafes, and restaurants; fuel sales; hotels/motels; parks and recreation; governmental facilities; complementary parks and parking facilities. This land use designation allows a maximum density of 30 dwelling units per acre and a maximum FAR of 3.0. Key characteristics of CBD shall include:

- Compact and intensive development pattern on a pedestrian scale;
- Buildings oriented to the street and define the streetscape and civic spaces;
- Development design that encourages pedestrian-oriented activities with
- plazas, cafes, bookstores, and restaurants that draw a variety of people;
- Vertical and horizontal integration of residential and non-residential uses;
- Good connection to transit and pedestrian facilities;
- Public parks and open space areas within walking distance of development;
- Parking that is integrated into street design and buildings or placed in separate structures; and
- Wide sidewalks with appropriate pedestrian amenities.

Residential uses shall comprise a minimum of 25 percent of the total floor area of the Central Business District future land use designation. Single family uses

shall only be permitted as a part of an overall mixed-use development which includes office, commercial, artisan, or retail.

The proposed amendment to the site plan complies with the Comprehensive Plan in general and specifically with Comprehensive Plan Policy 1.1.6. B.

Public Health, Safety and General Welfare

The proposal will not have an adverse effect on the ability of the city to satisfy land and water use needs and to meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by Section 125-136 of the City's Code of Ordinances;

Technical Review Committee (TRC)

All affected city and county departments have reviewed the proposed major amendment to the approved PD Development and Site Plan (Development and Design) Review applications.

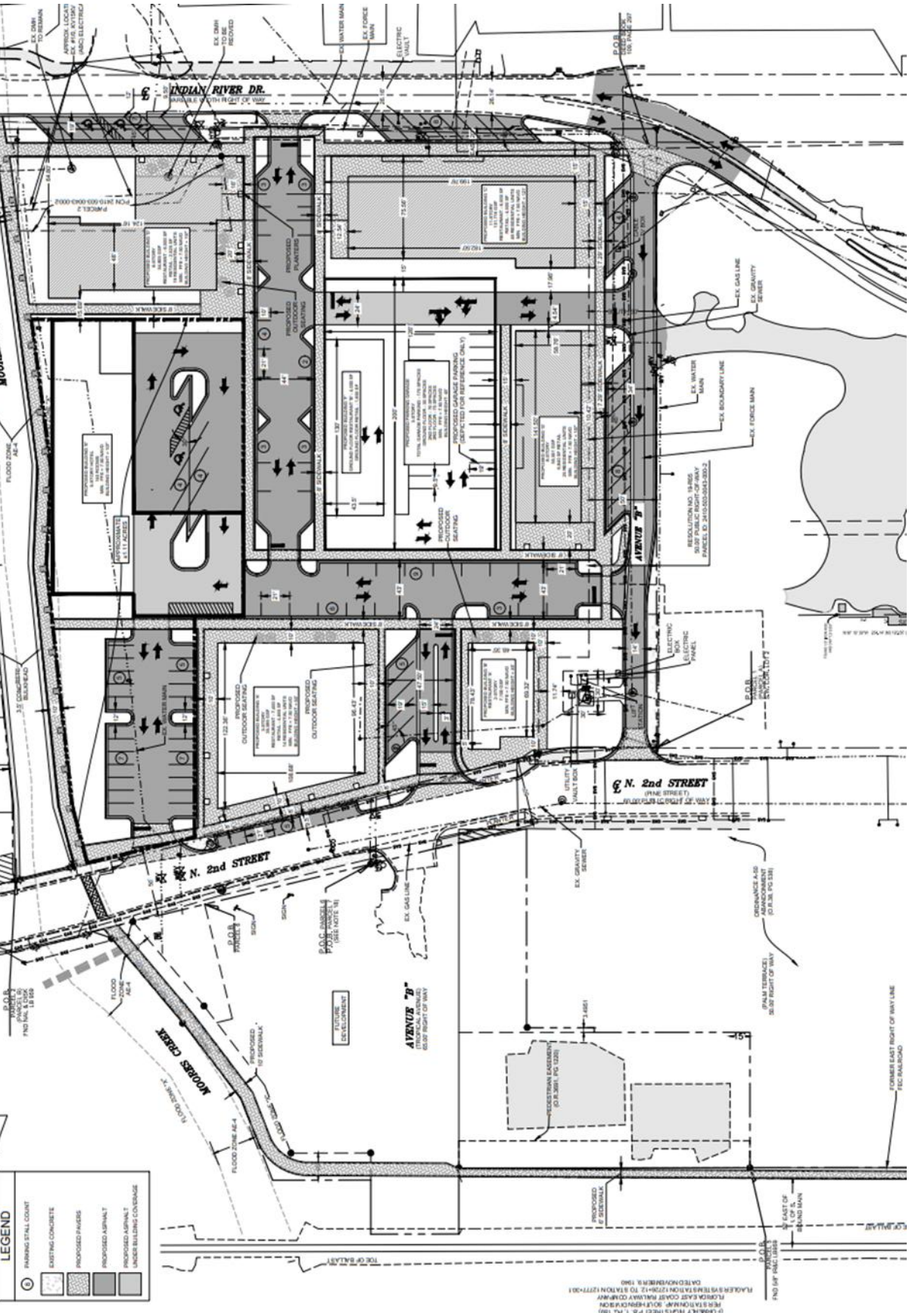
Planning Board

The City of Fort Pierce Planning Board, at their July 14, 2025, meeting, voted 4 to 1 to recommend approval of the major amendment to the Planned Development Zoning and the Final Site Plan.

Historic Preservation Board

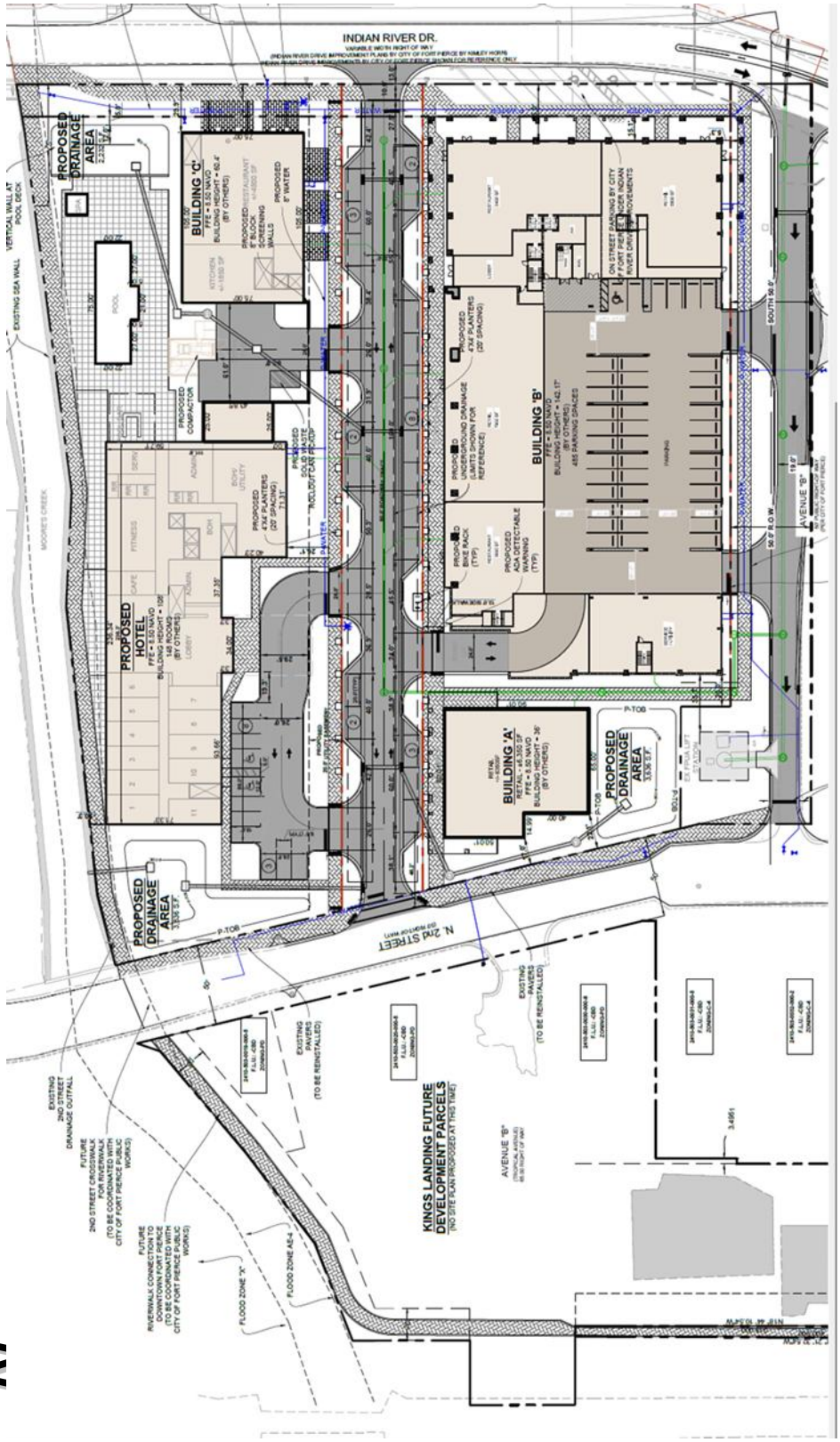
The City of Fort Pierce Historic Preservation Board, at their July 28, 2025 meeting, voted 5 to 0 to approve the request for a Certificate of Appropriateness for the major amendment to the Planned Development Zoning and the Final Site Plan.

EXISTING APPROVED SITE PLAN



PROPOSED SITE PLAN

The amended site plan includes an interior parking structure and adjustments to the layout, streets and parking configurations, among other refinements.



PROPOSED SITE PLAN

Architectural Design Concepts and Architectural Language:

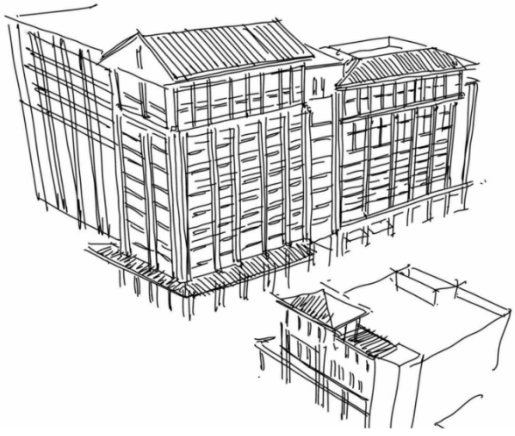
The following elevations shown on the subsequent pages demonstrate the architectural style of the proposed King's Landing mixed use development. Although the design is described as contemporary, featured elements include historical elements of the Mediterranean Revival, Mission, Bungalow, and Masonry Vernacular styles.

- The massing of the development steps down from the east to west, ending at 2-3 stories along the eastern edge adjacent to the lower scale of the existing development.
- Active Urban Street, laid out as a central boulevard spine.
- Active Restaurant and Retail at street level.
- Active uses lining the parking garage to the street.
- Development comprises a mixture of contemporary structures, in general keeping with the south Florida stye.
- Architectural detail such as standing seam roofs, exposed rafter tail detailing and overhangs.
- Terraces and street level colonnades.
- Mixture of gable and hip roof profiles to create variety and roof articulation.
- Painted stucco, horizontal slat and veneer stone cladding at accent areas.
- Varied pattern of window openings and proportion.
- Horizonal articulation throughout.
- Louvered panels and sun grills.

Conclusion:

Positioned at a prominent downtown location, overlooking the Indian River waterfront and city marina. The architectural style is contemporary but features design elements that blend with the existing surroundings and urban marina setting and scenic beauty. The proposed development maintains human scale and pedestrian orientation through dedicated walkways, shaded arcades, and expansive storefronts.

Provided Concept Sketch:



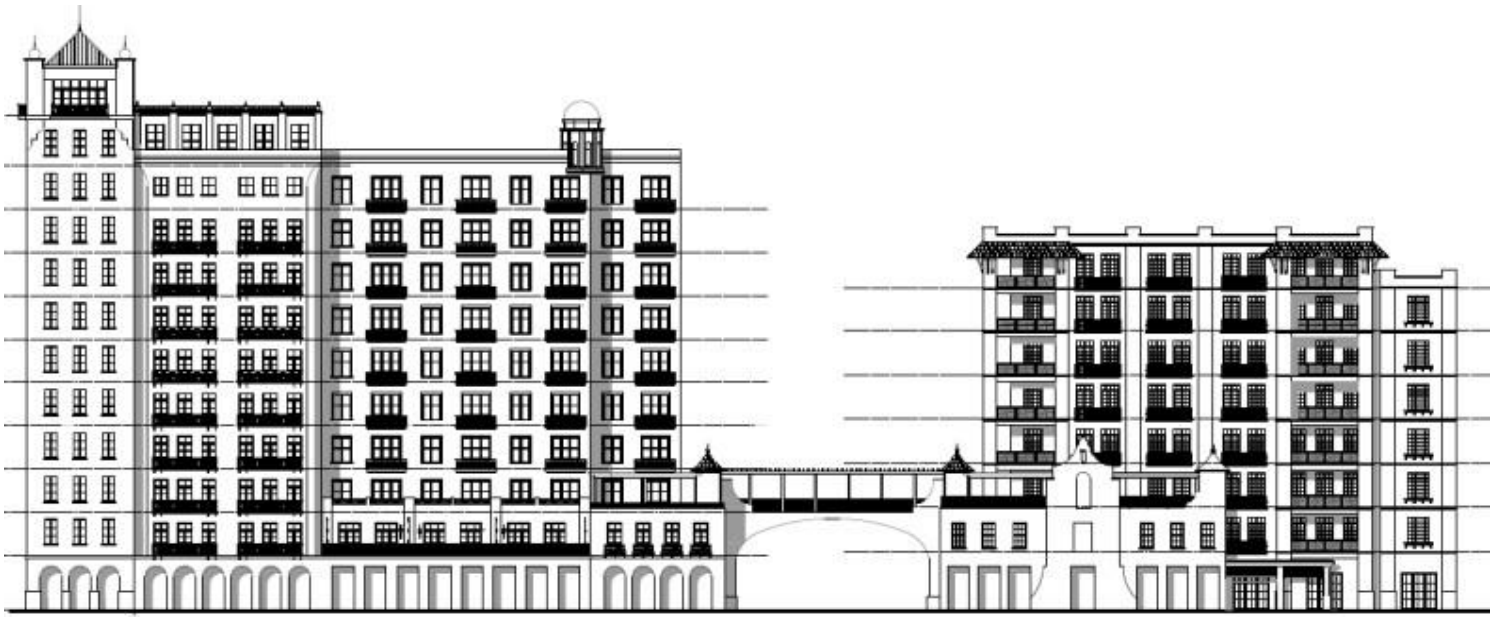
ELEVATIONS

APPROVED INTERNAL WEST ELEVATION — FEBRUARY 2022

PROPOSED SE INTERIOR ELEVATION

APPROVED INTERNAL NORTH ELEVATION — FEBRUARY 2022

PROPOSED INTERNAL NE ELEVATION



APPROVED EAST ELEVATION — FEBRUARY 2022

PROPOSED EAST ELEVATION

APPROVED SOUTH ELEVATION — FEBRUARY 2022

PROPOSED SOUTH ELEVATION

RECOMMENDATION

Staff recommend **Approval** of the amendment to the Kings Landing PD site plan subject to the six (6) attached conditions:

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.

5. A Street Lighting Plan shall be submitted and approved prior to first certificate of occupancy in respect of a vertical construction building permit within each phase.

6. A Landscape maintenance agreement shall be submitted and approved prior to first certificate of occupancy in respect of a vertical construction building permit within each phase.

Alternative Actions:

- Approve the proposed revised Site Plan Amendment. with conditions or recommendations
- Deny the proposed revised Site Plan Amendment.

CITY OF FORT PIERCE

CITY COMMISSION
SEPTEMBER 2, 2025

KINGS LANDING PLANNED DEVELOPMENT
MAJOR AMENDMENT TO PD FINAL SITE PLAN
PD2025-00027

APPLICATION
PD2025-00027

AGENT: HALEY WARD

APPLICANT: Audubon Development Inc

ADDRESS: 322 N 2ND ST

PARCEL ID(s) #: 2410-503-0041-020-4, 2410-503-0043-000-2, 2410-503-0020-000-5, 2410-503-0019-010-8, 2410-503-0019-000-5, 2410-503-0034-000-6, 2410-503-0036-010-3, and 2410-503-0030-000-8

SUMMARY

The application proposes a major amendment to a previously approved site plan in respect of the Kings Landing development.

On February 7, 2022, the City replaced the site plan with an amended site plan for the subject properties, through Ordinance 22-003.

This proposal incorporates an amended final site plan and revised architectural design and building layout.

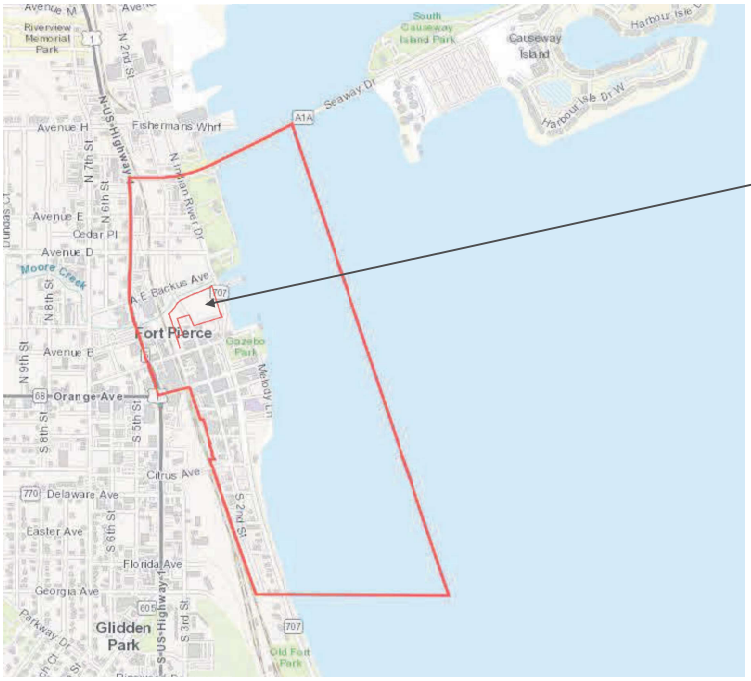
BACKGROUND

On May 24, 2021, the Historic Preservation Board (HPB) approved a Certificate of Appropriateness (COA) for the King's Landing project, the site of the former H.D. King Plant site, circa 1911, located in the heart of the City's downtown. On October 25, 2021, following the HPB approval, an application for an amendment to the Planned Development (PD) and Site Plan was recommended for approval by the Planning Board (PB). The application was further amended and approved by the HPB and thereafter approved by the City Commission at its February 7, 2022, meeting. This application includes design elements presented and approved by the PB at its July 14, 2025, meeting. The changes include additional parking and redesigned building footprints, and site layout.

The subject properties consist of approximately 7.824 acres and are located west of Indian River Drive and south of A.E. Backus Avenue. The subject parcels have a Future Land Use designation of Central Business District (CBD) with a compatible overlying Zoning classification of PD. The land is currently cleared, and part of the original Kings Landing development is undergoing town-home construction. The area subject to this application remains undeveloped.

SITE LOCATION

DOWNTOWN BUSINESS AND ENTERTAINMENT DISTRICT OVERLAY

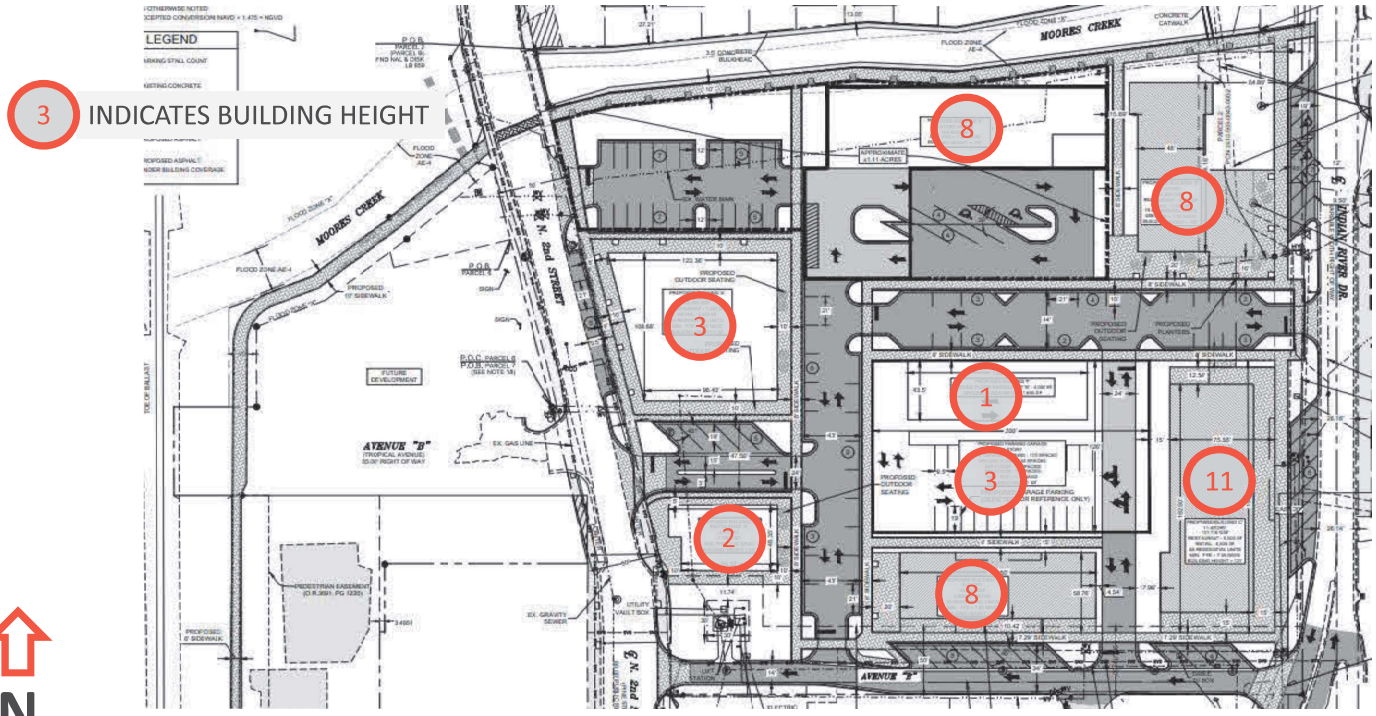


N

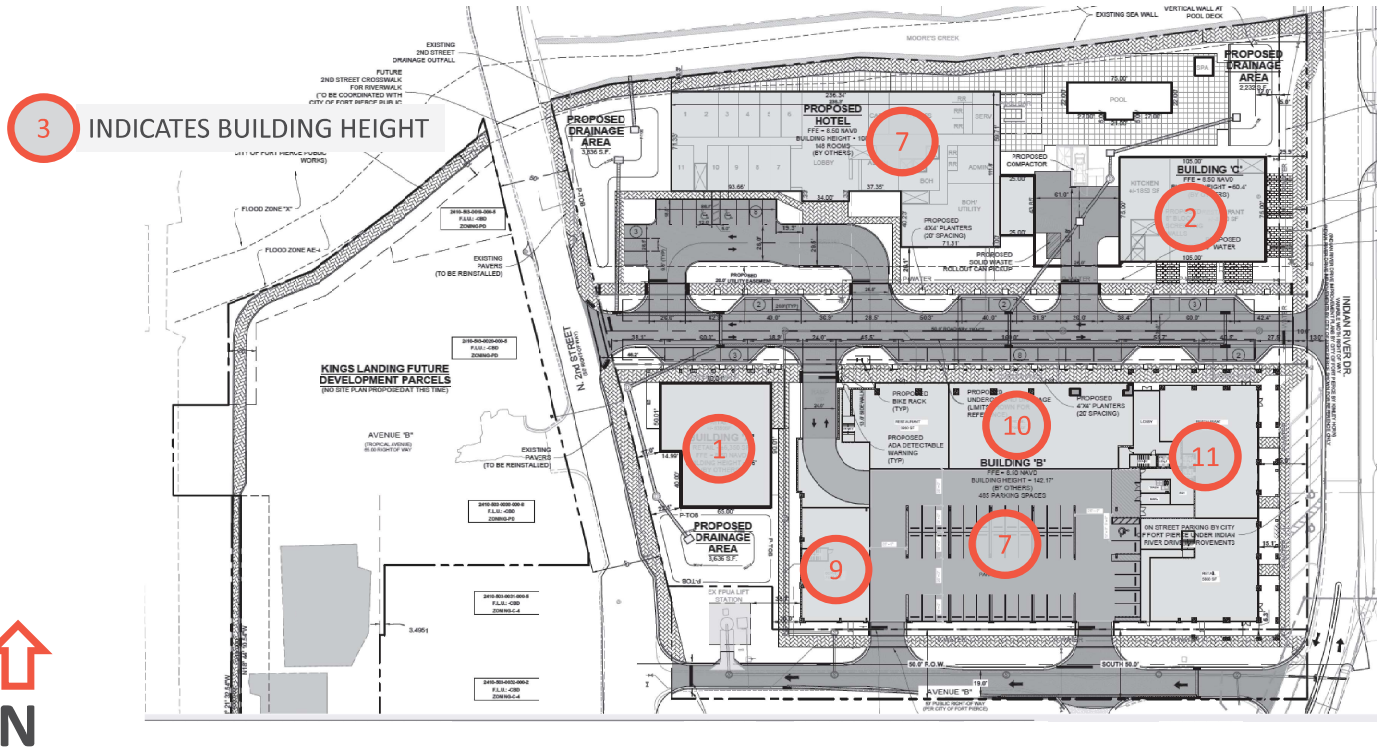
EXISTING ZONING: PD & FLU: CBD

N

KINGS LANDING – EXISTING SITE PLAN – APPROVED FEBRUARY 7, 2022



KINGS LANDING – PROPOSED AMENDED SITE PLAN

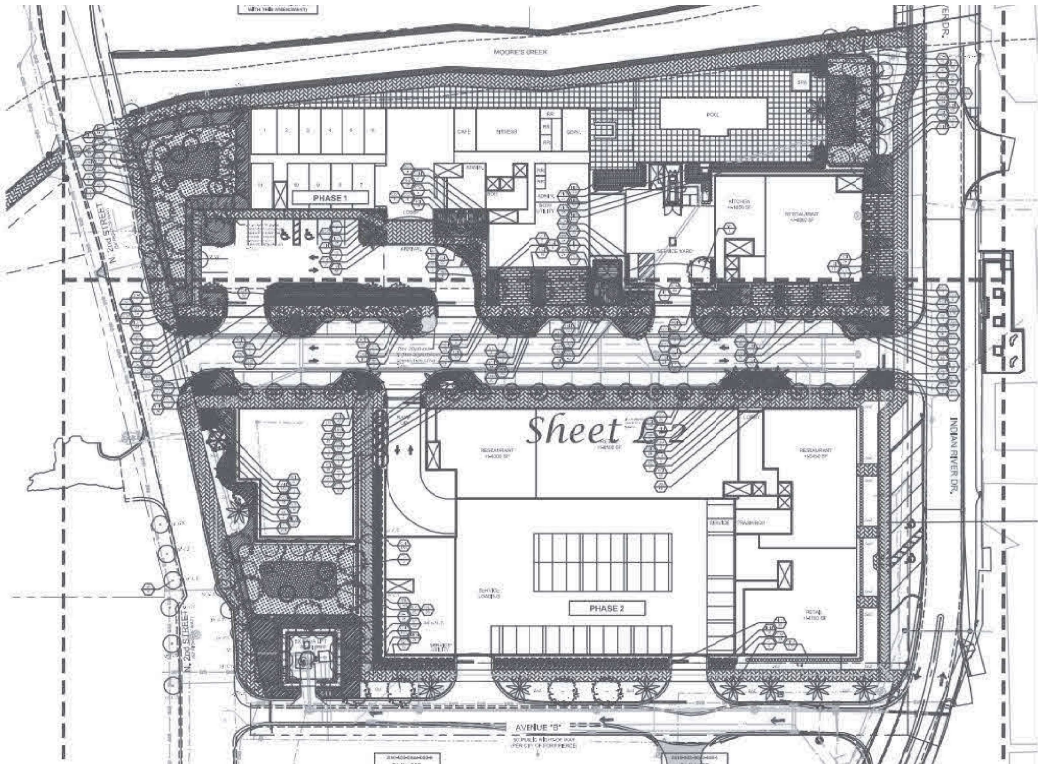


KINGS LANDING SITE DATA COMPARISON

ORIGINAL SITE PLAN	
RESIDENTIAL	106 CONDOS
	TOWNHOMES
RESTAURANT	38,085 sq.ft.
HOTEL	140 ROOMS
RETAIL	17,290 sq.ft.
PARKING - SURFACE	129
PARKING - GARAGE	299
PARKING - TOTAL	428

AMENDED SITE PLAN	
RESIDENTIAL	106 CONDOS
NOW SEPARATED	TOWNHOMES
RESTAURANT	12,900 sq.ft.
HOTEL	148 ROOMS
RETAIL	19,900 sq.ft.
PARKING - SURFACE	31
PARKING - GARAGE	485
PARKING - TOTAL	516
FITNESS	3,500 sq.ft.
MEETING ROOMS	3,000 sq.ft.

KINGS LANDING – LANDSCAPE PLAN



N

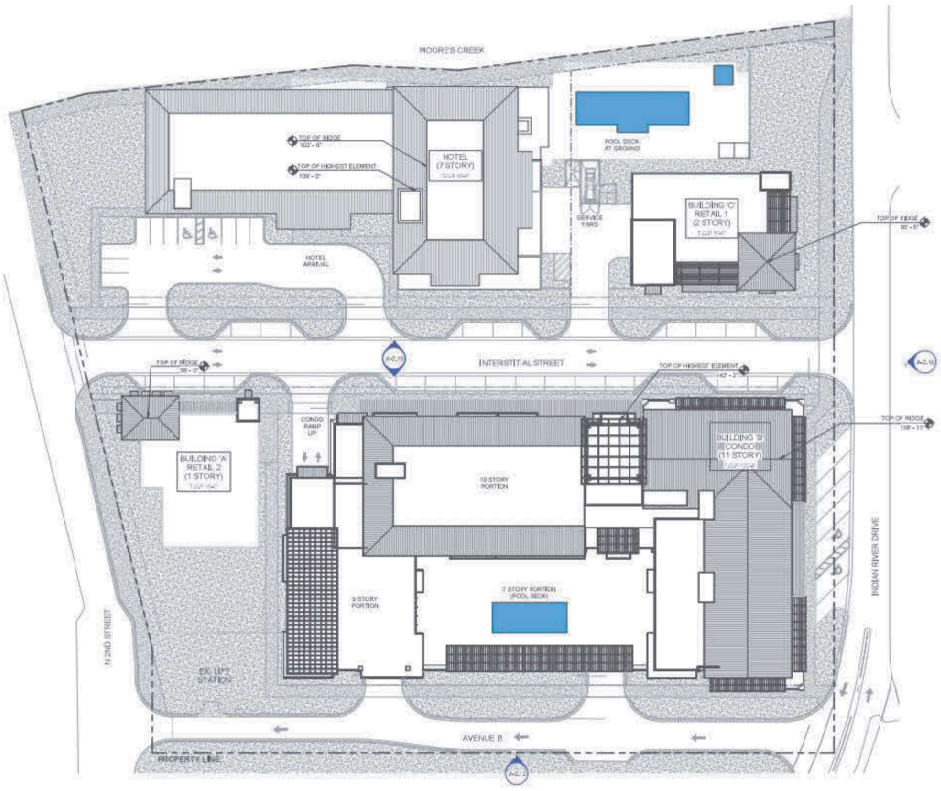
KINGS LANDING – PHASING (DEVELOPMENT AGREEMENT)

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.

Phase 1: 148 Room Hotel, Proposed Building C (Retail 6,250 SF w/ rooftop amenity), the east / west spline road and supporting core infrastructure for Kings Landing.
Phase 2: Proposed Building A & Building B with parking garage and supporting infrastructure.
Phase 3: Parcels west of 2nd Street are proposed as “future development” until such time a formal site plan and uses can be developed.

KINGS LANDING ARCHITECTURAL

KINGS LANDING ARCHITECTURAL



KINGS LANDING ARCHITECTURAL

KINGS LANDING ARCHITECTURAL

KINGS LANDING ARCHITECTURAL

KINGS LANDING ARCHITECTURAL

RECOMMENDATION

Staff recommend **Approval** subject to the six (6) attached conditions:

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.

CONDITIONS TO BE ATTACHED TO THE APPROVAL

(condition 2 continued)

- 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.

CONDITIONS TO BE ATTACHED TO THE APPROVAL

(conditions continued)

5. A Street Lighting Plan shall be submitted and approved prior to first certificate of occupancy in respect of a vertical construction building permit within each phase.
6. A Landscape maintenance agreement shall be submitted and approved prior to first certificate of occupancy in respect of a vertical construction building permit within each phase.

ALTERNATIVE RECOMMENDATIONS

APPROVAL WITH ADDITIONAL/ALTERNATIVE CONDITIONS

OR

DENIAL

ORDINANCE NO. 25-025

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE KING'S LANDING PLANNED DEVELOPMENT IN RESPECT OF EIGHT (8) PARCELS AND REPRESENTING APPROXIMATELY 7.50 ACRES OF LAND GENERALLY LOCATED AT OR NEAR 322 NORTH 2ND STREET AS ESTABLISHED BY ORDINANCE NO. 20-012 AND AMENDED BY ORDINANCE 22-003 AND THE ASSOCIATED CONCEPTUAL SITE PLAN(S) THERETO; APPROVING A FINAL SITE PLAN**; **APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT;** PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the property is located at or near 322 North 2nd Street within the City of Fort Pierce, Florida, consisting of eight (8) parcels and representing approximately 7.50 acres of land and excludes the Villas Plat Property of King's Landing (the "Subject Property"), as depicted in Exhibit "A"; and

WHEREAS, on August 17, 2020, the City of Fort Pierce (the "City") and the Fort Pierce Redevelopment Agency (the "FPRA") as owners of said property rezoned the Subject Property located at or near 322 North 2nd Street from Central Commercial, C-4 (2 properties) & Light industrial, I-1 (8 properties) to Planned Development, PD, with an underlying zoning of Central Commercial, C- 4, and approved a conceptual site plan, through Ordinance 20-012; (the "King's Landing Planned Development"); and

WHEREAS, on February 7, 2022, the City amended and restated Ordinance 20-012 to replace the previously approved conceptual master plan with a site plan for the Subject Property located at or near 322 North 2nd Street, through Ordinance 22-003; and

WHEREAS, the Applicant seeks a major amendment to the existing Planned Development Zoning to incorporate the approval of the Final Site Plan to the King's Landing Planned Development for the Subject Property, as depicted on the Final Site Plan attached hereto as Exhibit "B"; and

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

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

WHEREAS, Audubon, the City, and the FPRA entered into a First Amendment to the Amended and Restated Agreement, dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment"); and

WHEREAS, Audubon, the City, and the FPRA entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666,

of the Public Records of St. Lucie County (the "Second Amendment")

WHEREAS, Audubon, the City, and the FPRA entered into a Third Amendment to the Amended and Restated Agreement, dated April 8, 2025, and recorded in Official Records Book 5296, Page 2970, of the Public Records of St. Lucie County (the “Third Amendment”) (the entire agreement as amended by the First, Second, and Third Amendments is collectively referred to hereinafter as the "Amended and Restated Agreement"); and

WHEREAS, on January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion of the King’s Landing Planned Development along A.E. Backus Avenue to be developed as residential villas (the “Villas Plat Property”) from Audubon to Kings Landing Ft Pierce, LLC (the “Villas Plat Owner”); and

WHEREAS, Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, and recorded in Official Records Book 5259, Page 2961, of the Public Records of St. Lucie County, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner; and

WHEREAS, the 0.76 acres Villas Plat Property of the King’s Landing Planned Development obtained Final Plat approval for ten (10) single-family lots on September 5, 2023; and

WHEREAS, no portion of this Ordinance is to apply to, change, repeal, or amend the Villas Plat Property of the King’s Landing Planned Development’s site plan approval(s) whether approved through ordinance or otherwise; and

WHEREAS, this Ordinance 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 to meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by Section 125-136 of the City’s Code of Ordinances; and

WHEREAS, the City of Fort Pierce Planning Board, at their July 14, 2025, meeting, voted 4 to 1 to recommend approval of the major amendment to the Planned Development Zoning and the Final Site Plan; and

WHEREAS, the City of Fort Pierce Historic Preservation Board, at their July 28, 2025 meeting, voted 5 to 0 to approve the request for a Certificate of Appropriateness for the major amendment to the Planned Development Zoning and the Final Site Plan; and

WHEREAS, pursuant to Section 125-212 of the City’s Code of Ordinances, enacted after conceptual site plan approval for the King’s Landing Planned Development, this Planned Development is now permitted in the City subject to a Planned Development Zoning Agreement; and

WHEREAS, the Amended and Restated Agreement and any subsequent amendments thereto shall serve as the Planned Development Zoning Agreement required under the Code for the Subject Property.

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

SECTION 1. From and after the effective date hereof, this Ordinance approving a major amendment to the Planned Development Zoning is approved with respect to the following eight (8) parcels, totaling 7.06 acres:

Parcel IDs 2410-503-0041-020-4, 2410-503-0043-000-2, 2410-503-0020-000-5, 2410-503-0019-010-8, 2410-503-0019-000-5, 2410-503-0034-000-6, 2410-503-0036-010-3, 2410-503-0030-000-8

From and after the effective date hereof, the following properties legally described as: PARCEL A:

BEING A PARCEL OF LAND LYING IN BLOCK “A”, ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11” WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 254.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID MAP OF FORT PIERCE, SAID CORNER BEING THE POINT OF BEGINNING; THENCE NORTH 18°44'11" WEST, ALONG THE WEST LINE OF LOTS 2 AND 1 AND EAST RIGHT-OF-WAY LINE OF SAID 2ND STREET A DISTANCE OF 69.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF- WAY LINE OF THE ADJUSTED NORTH 2ND STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE ALONG SAID BULKHEAD THE FOLLOWING (5) COURSES AND DISTANCES: NORTH 56°42'22" EAST, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°10'23" EAST, A DISTANCE OF 179.28 FEET; THENCE NORTH 74°04'13" EAST, A DISTANCE OF 71.16 FEET; THENCE NORTH 63°51'02" EAST, A DISTANCE OF 224.31 FEET; THENCE NORTH 61°33'56" EAST, A DISTANCE OF 29.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF- WAY LINE OF INDIAN RIVER DRIVE (A VARIABLE-WIDTH RIGHT-OF-WAY), AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 94500, LAST REVISED OCTOBER 5, 1960; THENCE SOUTH 18°43'54" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 491.42 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 2, AND LOT 3, SAID BLOCK F; THENCE SOUTH 71°18'49" WEST, ALONG SAID EASTERLY PROLONGATION, AND THE SOUTH LINE OF SAID LOT 3, AND 2, A DISTANCE OF 457.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.266 ACRES (229,381.98 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL B (NORTH):

BEING A PARCEL OF LAND LYING IN BLOCK “A” AND A PORTION OF LOT 1, BLOCK “B”, ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11” WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 323.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND/ STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF- WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE CONTINUE NORTH 32°17'09” WEST, A DISTANCE OF 44.51 FEET TO A POINT ON THE NORTHERLY 3.50- FOOT-WIDE CONCRETE BULKHEAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 32°17'09" WEST, DEPARTING SAID CREEK, AND ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 53.76 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK “B”; THENCE NORTH 18°44'11" WEST, A DISTANCE OF 67.04

FEET TO THE NORTHWEST CORNER OF SAID LOT 1, AND A POINT ON THE SOUTH RIGHT-OF -WAY LINE OF AVENUE C (FORMERLY KNOWN AS SEMINOLE AVENUE AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE); THENCE NORTH 71°02'48" EAST, DEPARTING SAID NORTHWEST CORNER AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 304.27 FEET TO THE WEST LINE OF THE EAST 92.7 FEET OF LOT 1 OF BLOCK “A” OF SAID AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°43'54" EAST, A DISTANCE OF 103.40 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING (4) COURSES AND DISTANCES: SOUTH 74°39'15" WEST, A DISTANCE OF 51.85 FEET; THENCE SOUTH 65°37'46" WEST, A DISTANCE OF 181.91 FEET; THENCE SOUTH 70°48'08" WEST, A DISTANCE OF 53.29 FEET; THENCE SOUTH 53°00'56" WEST, A DISTANCE OF 5.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.759 ACRES (33,042.66 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL C (WEST):

A PARCEL OF LAND BEING LOTS 5 AND 6 OF BLOCK “E”, PORTIONS OF LOTS 7 AND 8 OF BLOCK “E”, A PORTION OF AVENUE “B” AS SHOWN ON AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 TOGETHER WITH LOT 1 AND THE WEST 3.50 FEET OF LOT 2 OF THE NEW SUBDIVISION BLOCK E OF AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 192, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED SOUTH 71°18'49” WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF BLOCK “E” AND ALONG SAID SOUTH LINE, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BLOCK LINE SOUTH 71°25'01" WEST, A DISTANCE OF 8.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AS SHOWN ON THE STATION MAP, SOUTHERN DIVISION, FLORIDA EAST COAST RAILWAY COMPANY FLAGLER SYSTEM STATION 12741+93.7 TO STATION 12796+90.0, DATED SEPTEMBER 5, 1944; THENCE NORTH 18°21'33" WEST, ALONG SAID EASTERLY RIGHT- OF-WAY LINE, A DISTANCE OF 400.00 FEET A POINT ON THE NORTH LINE OF LOT 7, SAID BLOCK “E”, SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF AVENUE “B”, BEING FORMERLY KNOWN AS TROPICAL AVENUE AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 65.00-FOOT-WIDE RIGHT- OF-WAY); THENCE SOUTH 71°18'49" WEST, A DISTANCE OF 42.46 FEET; THENCE NORTH 18°49'01" WEST, A DISTANCE OF 65.00 FEET; THENCE NORTH 71°18'49" EAST, A DISTANCE OF 40.00 FEET;THENCE NORTH 18°49'01" WEST, A DISTANCE OF 72.51 FEET TO A POINT ON THE SOUTH TOP OF BANK OF MOORES CREEK; THENCE ALONG SAID SOUTH TOP OF BANK THE FOLLOWING (4) COURSES AND DISTANCES: NORTH 49°57'34" EAST, A DISTANCE OF 64.50 FEET; THENCE NORTH 33°59'38" EAST, A DISTANCE OF 70.44 FEET; THENCE NORTH 31°08'29" EAST, A DISTANCE OF 82.06 FEET; THENCE NORTH 0°15'54" EAST, A DISTANCE OF 14.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ADJUSTED 2ND STREET (A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY); THENCE SOUTH 32°17'09" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 320.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 2ND STREET AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°44'11" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.92 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID BLOCK “E”; THENCE SOUTH 71°18'49" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 146.50 FEET TO A POINT OF INTERSECTION WITH A LINE LYING AND BEING 3.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 2, SAID BLOCK “E”; THENCE SOUTH 18°44'11" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID LOT 2, SAID LINE ALSO BEING THE NORTH LINE OF LOT 3, SAID BLOCK “E”; THENCE SOUTH 71°18'49" WEST, ALONG SAID NORTH LOT LINE, A DISTANCE OF 3.50 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH 18°44'11" EAST, ALONG THE WEST LINE OF LOTS 3 AND 4 AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 115.00 FEET TO A POINT ON A LINE LYING AND BEING 15.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET, FORMERLY KNOWN AS PALM TERRACE ON THE AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE

(A 50.00-FOOT-WIDE RIGHT-OF-WAY; THENCE SOUTH 71°18'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 9, SAID BLOCK “E”; THENCE SOUTH 18°44'11" EAST, ALONG SAID PROLONGATED LINE AND WEST LINE OF LOT 9 A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.799 ACRES (78,361.87 SQUARE FEET), MORE OR LESS.

Said properties being generally located at or near 322 North 2nd Street in Fort Pierce, Florida as depicted on Exhibit “A”, attached hereto and incorporated herein.

SECTION 2. The Final Site Plan depicted and incorporated at Exhibit “B” is hereby approved with this Ordinance.

SECTION 3. The Conditions of Development depicted and incorporated at Exhibit “C” are hereby approved with this Ordinance.

SECTION 4. The Amended and Restated Development Agreement, attached at Exhibit “D” and fully incorporated herein by refence, and any subsequent amendments thereto is hereby approved as the Planned Development Zoning Agreement.

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 but 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 thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 6. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO
FORM & CORRECTNESS:

_____
Sara Hedges
City Attorney

STATE OF FLORIDA COUNTY
OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 25-000 was duly advertised by title only in the St. Lucie News Tribune on Monday, _____; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on _____and was duly introduced, read by title only, and passed on second and final reading _____, by the City Commission of the City of Fort Pierce, Florida.

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

Linda Hudson
Mayor Commissioner

_____

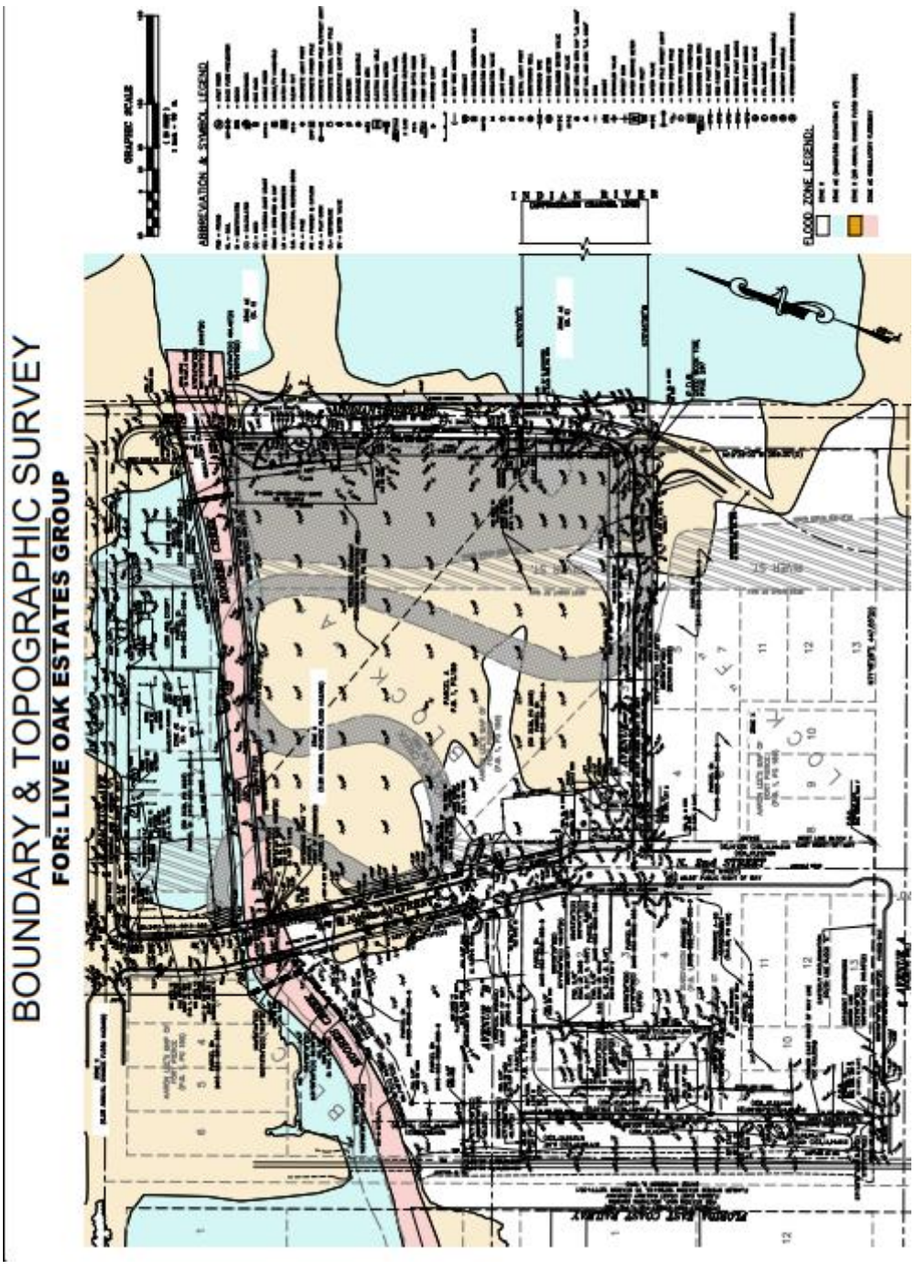
ATTEST:

_____

Linda W. Cox City
Clerk

(CITY SEAL)

Exhibit A
Sketch



Parcel IDs: 2410-503-0041-020-4, 2410-503-0043-000-2, 2410-503-0020-000-5, 2410-503-0019-010-8, 2410-503-0019-000-5, 2410-503-0034-000-6, 2410-503-0036-010-3, and 2410-503-0030-000-8

Exhibit B
Final Site Plan

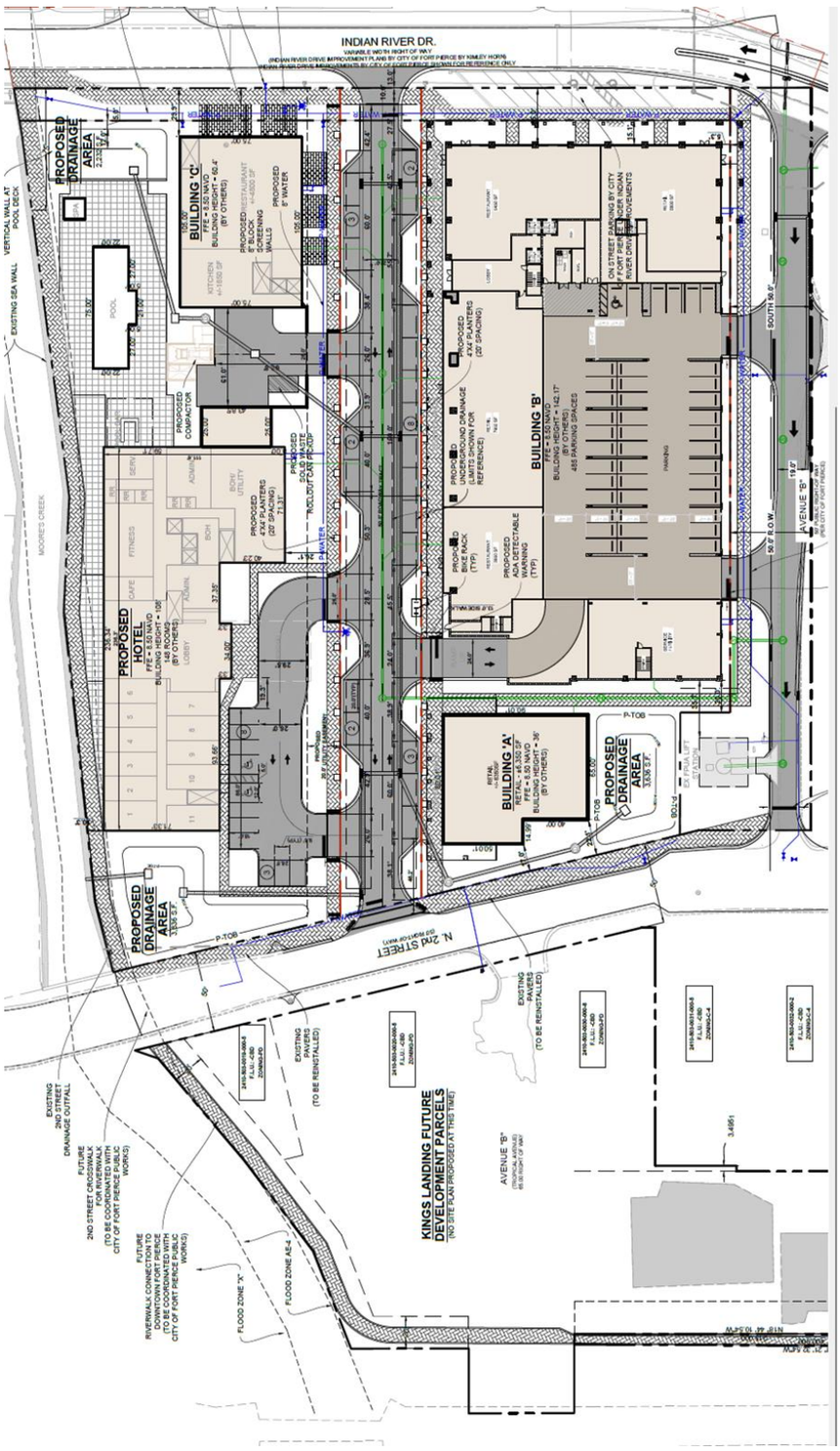


Exhibit C
Conditions of Development

1. The Kings Villas element of the site plan is not incorporated within the site plan approved herein, 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 Final Plat shall be required prior to the application for building permits in respect of vertical construction.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: KEV FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: PZSITE2025-00027 - KINGS LANDING - MAJOR SITE PLAN

CAO RLS FILE: RLS 25-207

DATE: AUGUST 4, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Site Plan for King's Landing. Per our discussion, this is the Final Site Plan approval for the main King's Landing project. Additionally, due to the new Code of Ordinance Requirements, a Planned Development Agreement is required for this property. You have indicated you are comfortable with the existing Development Agreement and Amendments thereto and any subsequent Amendments acting as the Planned Development Agreement for this PD. I have made suggested changes based on these understandings. There are blanks in the Ordinance where you will need to fill in the book and page number for the Villas Property Amendment (presuming it is approved; if not, that Whereas clause will need to be deleted) and the date the Villas Final Site Plan was approved. With all blanks filled in and the suggested changes included, the Ordinance is approved as to form and correctness. I have uploaded the Ordinance in Track Changes and Clean Copy formats for your utilization.

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

Thank you.
SH

HALEY WARD

PROJECT NARRATIVE & COVER LETTER

Kings Landing

Site Plan Amendment

May 27, 2025

REQUEST

On behalf of the petitioner, Haley Ward, Inc. is requesting approval of a site plan amendment to the previously approved Kings Landing development. The parcel is located east of N. 2nd Street and south of Moore's Creek in Fort Pierce, Florida. The subject parcels total approximately 7.06 acres.

SITE CHARACTERISTICS & PROJECT HISTORY

The subject properties are located in the City of Fort Pierce. Below is a list of the parcels associated with this request:

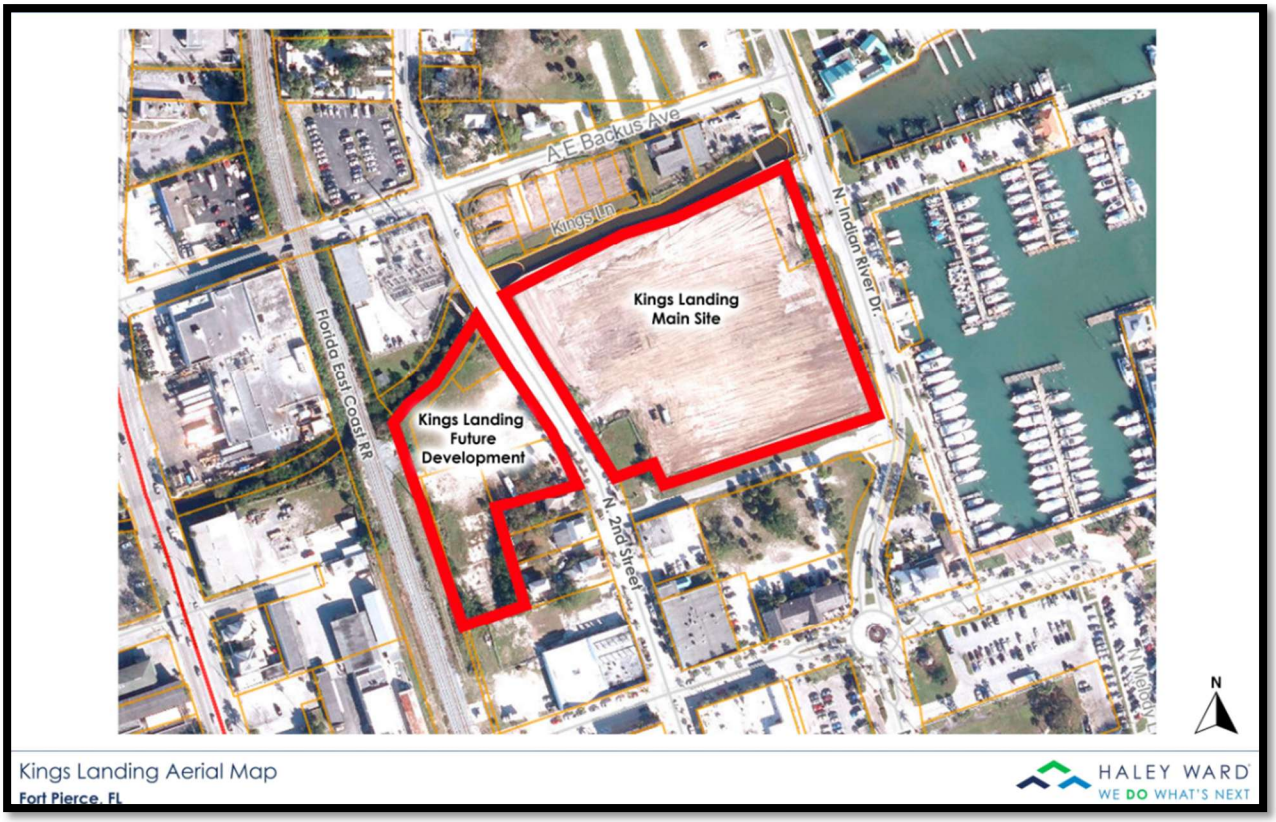
Parcel ID	Jurisdiction	FLU	Zoning
2410-503-0041-020-4	Fort Pierce	CBD	PD
2410-503-0043-000-2	Fort Pierce	CBD	PD
2410-503-0020-000-5	Fort Pierce	CBD	PD
2410-503-0019-010-8	Fort Pierce	CBD	PD
2410-503-0019-000-5	Fort Pierce	CBD	PD
2410-503-0034-000-6	Fort Pierce	CBD	PD
2410-503-0036-010-3	Fort Pierce	CBD	PD
2410-503-0030-000-8	Fort Pierce	CBD	PD
TOTAL ACREAGE:	**7.06 Acres**		

The subject parcels are located in the City of Fort Pierce and have a Future Land Use designation of Central Business District (CBD) and an underlying Zoning designation of Planned Development (PD). The Major Site Plan for Kings Landing was approved on February 10, 2022. A minor site plan amendment was approved by the City of Fort Pierce Planning Department on July 21, 2023 for changes to the Villas site layout and residential unit type on the north side of Moore's Creek. A site plan extension was granted as allowed under Senate Bill 250 which extended the expiration of this site plan to July 20, 2028. The applicant is proposing revisions to the plan which includes a reconfiguration of the buildings / uses proposed in this mixed-use development. The proposed

10250 SW VILLAGE PARKWAY, SUITE 201, PORT ST. LUCIE, FL 34987 772.462.2455 | HALEYWARD.COM

development maintains the general character, scope of uses, arrangement of building elevations (rising to the east direction) as the originally approved site plan. Please see architectural package contained in the submitted Design Review for further building details.

Aerial Map



North of the parcels lies Moore's Creek followed by a residential development known as Villas at Kings Landing. The Villas at Kings Landing are no longer associated with this amendment. Those parcels have a Future Land Use designation of Central Business District (CBD) and an underlying Zoning designation of Planned Development (PD).

South of the subject parcel lies the right of way of Avenue "B" followed by a commercial parcel to the southwest and an undeveloped parcel to the southeast which have a Future Land Use designation of Central Business District (CBD). The southwest parcel has a Zoning designation of Central Commercial

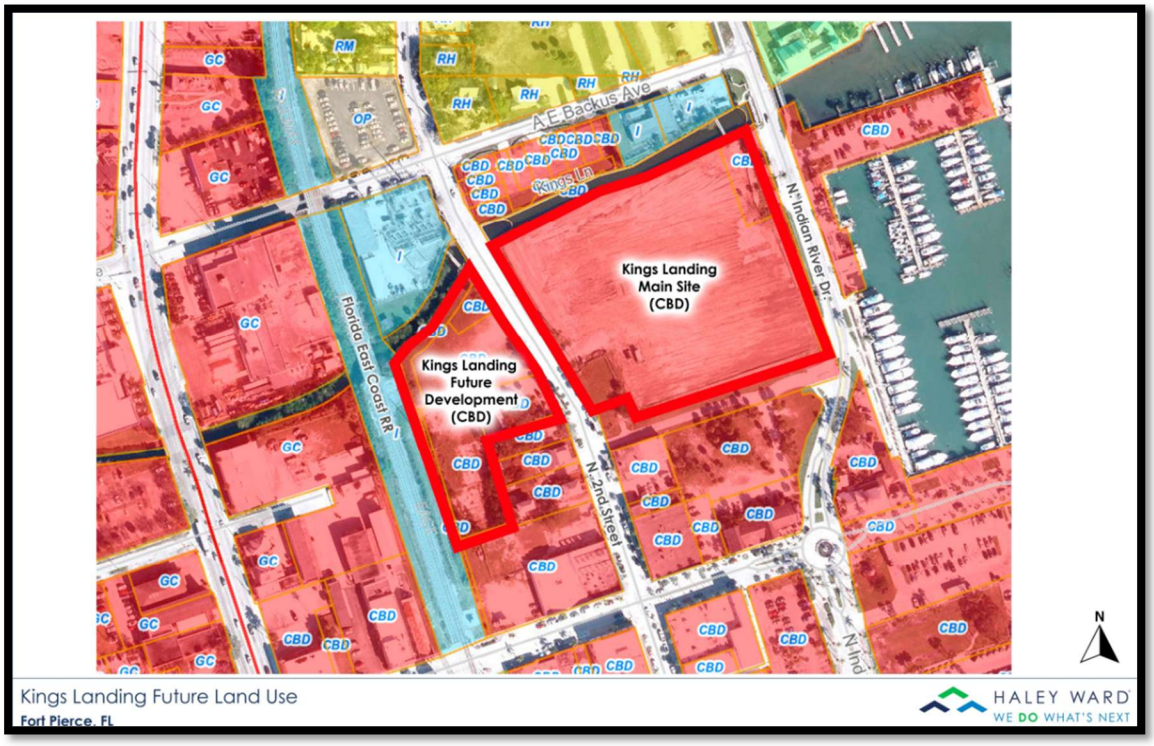
Zone (C-4) and the parcel to the southeast has a Zoning designation of Planned Development (PD).

East of the subject parcel lies the right of way of North Indian River Drive followed by the Fort Pierce Marina. The Marina has a Future Land Use designation of Central Business District (CBD) and an underlying Zoning designation of Planned Unit Redevelopment (PUR).

West of the main Kings Landing parcels lies the right-of-way of N. Second Street. West of the right-of-way lies parcels owned by the petitioner and slated for future development.

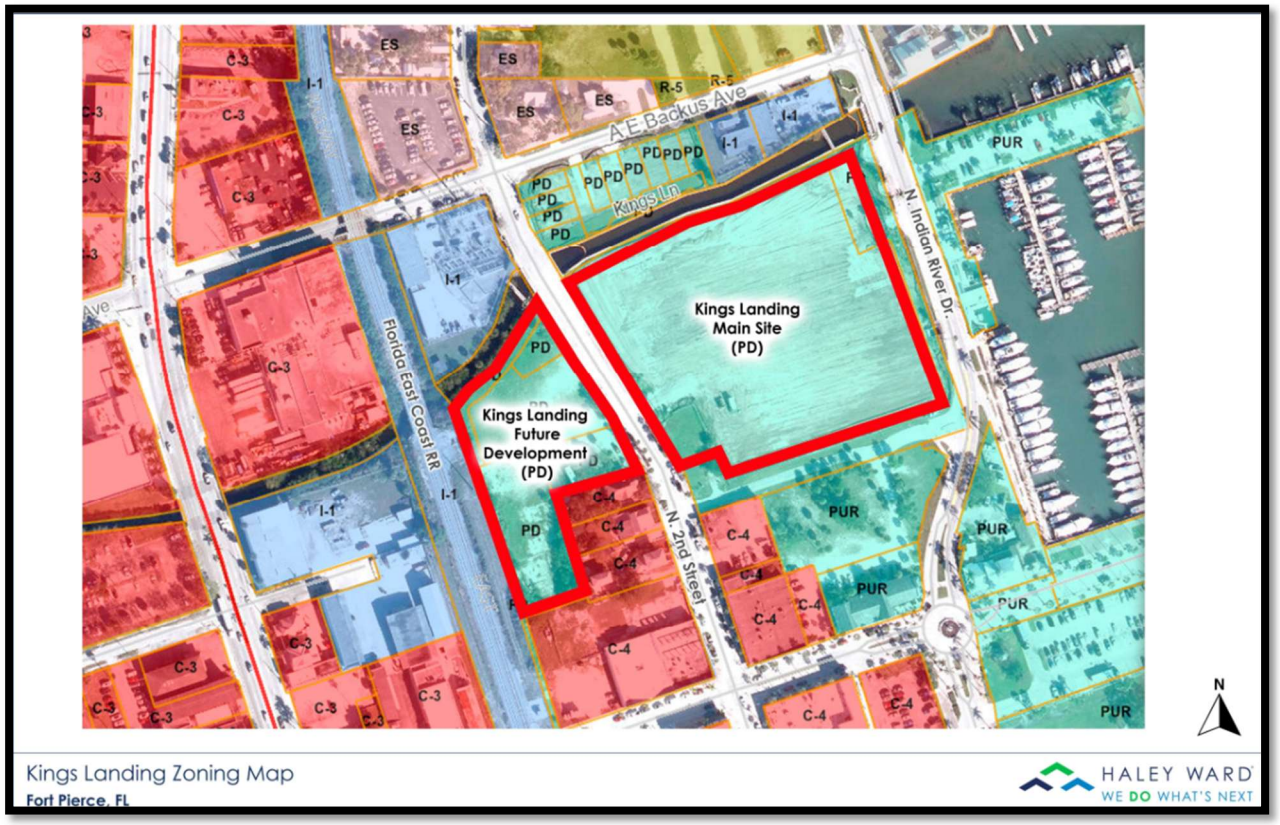
West of the future development parcels (as noted in the above noted aerial map) lies the Florida East Coast Railroad. This parcel has a Future Land Use designation of Industrial (I) and an underlying Zoning designation of Light Industrial (I-1). West of the railroad lies developed commercial parcels. These parcels have a Future Land Use designation of Central Business District (CBD) and an underlying Zoning designation of General Commercial (C-3).

Future Land Use Map



(Continue to next page)

Zoning Map



DEVELOPMENT REVIEW REQUIREMENTS

Section 125-313(a)(3) of the City of Fort Pierce Code of Ordinances identifies the requirements for Major and Minor Site Plan Applications. The attached materials meet all of the requirements of Section 125-313.

1) The legal description for the proposed development is as follows:

PARCEL A:
BEING A PARCEL OF LAND LYING IN BLOCK "A", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND/ STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 254.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID MAP OF FORT PIERCE, SAID CORNER BEING THE POINT OF BEGINNING; THENCE NORTH 18°44'11" WEST, ALONG THE WEST LINE OF LOTS 2 AND 1 AND EAST RIGHT-OF-WAY LINE OF SAID 2ND/ STREET A DISTANCE OF 69.41 FEET TO A POINT OF INTERSECTION WITH

THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND/ STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE ALONG SAID BULKHEAD THE FOLLOWING (5) COURSES AND DISTANCES: NORTH 56°42'22" EAST, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°10'23" EAST, A DISTANCE OF 179.28 FEET; THENCE NORTH 74°04'13" EAST, A DISTANCE OF 71.16 FEET; THENCE NORTH 63°51'02" EAST, A DISTANCE OF 224.31 FEET; THENCE NORTH 61°33'56" EAST, A DISTANCE OF 29.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE (A VARIABLE-WIDTH RIGHT-OF-WAY), AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 94500, LAST REVISED OCTOBER 5, 1960; THENCE SOUTH 18°43'54" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 491.42 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 2, AND LOT 3, SAID BLOCK F; THENCE SOUTH 71°18'49" WEST, ALONG SAID EASTERLY PROLONGATION, AND THE SOUTH LINE OF SAID LOT 3, AND 2, A DISTANCE OF 457.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.266 ACRES (229,381.98 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL C (WEST):

A PARCEL OF LAND BEING LOTS 5 AND 6 OF BLOCK "E", PORTIONS OF LOTS 7 AND 8 OF BLOCK "E", A PORTION OF AVENUE "B" AS SHOWN ON AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 TOGETHER WITH LOT 1 AND THE WEST 3.50 FEET OF LOT 2 OF THE NEW SUBDIVISION BLOCK E OF AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 192, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED SOUTH 71°18'49" WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF BLOCK "E" AND ALONG SAID SOUTH LINE, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BLOCK LINE SOUTH 71°25'01" WEST, A DISTANCE OF 8.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AS SHOWN ON THE STATION MAP, SOUTHERN DIVISION, FLORIDA EAST COAST RAILWAY COMPANY FLAGLER SYSTEM STATION 12741+93.7 TO STATION 12796+90.0, DATED SEPTEMBER 5, 1944; THENCE NORTH 18°21'33" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 400.00 FEET A POINT ON THE NORTH LINE OF LOT 7, SAID BLOCK "E", SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF AVENUE "B", BEING FORMERLY KNOWN AS TROPICAL AVENUE AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 65.00-FOOT-WIDE RIGHT-OF-WAY); THENCE SOUTH 71°18'49" WEST, A DISTANCE OF 42.46 FEET; THENCE NORTH 18°49'01" WEST, A DISTANCE OF 65.00 FEET; THENCE NORTH 71°18'49" EAST, A DISTANCE OF 40.00 FEET;THENCE NORTH 18°49'01" WEST, A DISTANCE OF 72.51 FEET TO A POINT ON THE SOUTH TOP OF BANK OF MOORES CREEK; THENCE ALONG SAID SOUTH TOP OF BANK THE

FOLLOWING (4) COURSES AND DISTANCES: NORTH 49°57'34" EAST, A DISTANCE OF 64.50 FEET; THENCE NORTH 33°59'38" EAST, A DISTANCE OF 70.44 FEET; THENCE NORTH 31°08'29" EAST, A DISTANCE OF 82.06 FEET; THENCE NORTH 0°15'54" EAST, A DISTANCE OF 14.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ADJUSTED 2ND/ STREET (A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY); THENCE SOUTH 32°17'09" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 320.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 2ND/ STREET AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°44'11" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.92 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID BLOCK "E"; THENCE SOUTH 71°18'49" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 146.50 FEET TO A POINT OF INTERSECTION WITH A LINE LYING AND BEING 3.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 2, SAID BLOCK "E"; THENCE SOUTH 18°44'11" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID LOT 2, SAID LINE ALSO BEING THE NORTH LINE OF LOT 3, SAID BLOCK "E"; THENCE SOUTH 71°18'49" WEST, ALONG SAID NORTH LOT LINE, A DISTANCE OF 3.50 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH 18°44'11" EAST, ALONG THE WEST LINE OF LOTS 3 AND 4 AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 115.00 FEET TO A POINT ON A LINE LYING AND BEING 15.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET, FORMERLY KNOWN AS PALM TERRACE ON THE AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 50.00-FOOT-WIDE RIGHT-OF-WAY; THENCE SOUTH 71°18'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 9, SAID BLOCK "E"; THENCE SOUTH 18°44'11" EAST, ALONG SAID PROLONGATED LINE AND WEST LINE OF LOT 9 A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.799 ACRES (78,361.87 SQUARE FEET), MORE OR LESS.

2) Name of ownership

Audubon Development, Inc.
184 Sunset Ave, # 38
Palm Beach, FL 33480

3) Development timeline

As outlined in the Third Amendment to Amended and Restated Agreement for Development of Kings Landing dated April 8, 2025, please see below development times:

- 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.

4) Phasing

Though the Third Amendment to Amended and Restated Agreement for Development of Kings Landing reflects three (3) phases, the developer intends to complete construction in two (2) phases.

- Phase 1: 148 Room Hotel, Proposed Building C (Retail 6,250 SF w/ rooftop amenity), the east / west spile road and supporting core infrastructure for Kings Landing.
- Phase 2: Proposed Building A & Building B with parking garage and supporting infrastructure.
- Phase 3: Parcels west of 2nd Street are proposed as "future development" until such time a formal site plan and uses can be developed.

Based on the above and attached information, the applicant respectfully requests review and approval of the requested site plan amendment for Kings Landing.

Z:\EDC-2025\25-114 - Kings Landing Main Site - Bill Ware\ENGINEERING\Documents\Submittal Documents\Justification Statement\2025-05-22_Kings_Landing_SPA_Justification_Statement_25-114.docx

garcia stromberg

memo

date: 5-16-2025
re: King’s Landing Design Narrative

King’s Landing is a mixed-use waterfront project with a unique sense of place and an aesthetic that will create a lasting memory through architecture and art. A destination that resonates in the mind. Architecture is at one with the community, the site, and the vernacular of a historic location.

King's Landing is an urban infill project that incorporates 106 residential units, 148 key hotel, mixed retail, function spaces, and restaurants in the heart of the city. King's Landing enhances the waterfront experience of this destination marina through vibrant walkable streets, bringing local residents, marina guests, and hotel guests together in an active gathering space. Above the restaurant spaces along the waterfront is a rooftop multi-use function space to hold small events and gatherings. The residential component incorporates luxury waterfront living with large exterior living room spaces creating a seamless indoor/outdoor experience, and rooftop amenities and pool area along the Southwest side of the building. Ample parking for the hotel and residences is provided in a multi-level garage screened behind retail and residential units.

The overall character of King’s Landing respects the surrounding community not only inherent in the architectural style, colors, and details, but in the overall massing that steps down from the East to the West, ending up at 2-3 stories along the Eastern edge adjacent to the lower scale of the existing residences. Drawing inspiration from the South Florida Style, the various buildings in the development provide different interpretations to create a rich contemporary collection of structures that form a cohesive whole. Standing seam roofs, exposed rafter tail detailing, large overhangs, deep terraces, and street level colonnades are implemented throughout. A mix of gable and hip roof profiles created additional variety in the forms. Wall finishes consisting of a mix of painted stucco,

2365 VISTA PKWY, SUITE 16
WEST PALM BEACH, FL 33411
GARCIASTROMBERG.COM
561.478.5855

horizontal slat, and veneer shell stone cladding at accent areas are also in keeping with the South Florida Style. The façade design creates a horizontal articulation of base, mid-zone, & roof level from heavy to light. The condominium/mixed use building brings a level of contemporary flare to the style with large glass window openings and glass railings. Louvered panels and sun grills create a final consistent language of detailing.

King's Landing, a project for the evolving City of Ft. Pierce.

2365 VISTA PKWY, SUITE 16
WEST PALM BEACH, FL 33411
GARCIASTROMBERG.COM
561.478.5855

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5021374 OR BOOK 4804 PAGE 2930, Recorded 04/07/2022 03:20:18 PM Doc Tax: $0.70

This Instrument Prepared by:

Tanya Earley, City Attorney
City of Fort Pierce
100 N. U.S. 1
Fort Pierce, FL 34950

Tax Parcel Identification No.:
2410-503-0041-020/4
2410-503-0043-000/2
2410-503-0012-010/9
2410-503-0013-000/3
2410-503-0020-000/5
2410-503-0019-000/5
2410-503-0019-010/8
2410-503-0030-000/8
2410-503-0034-000/6
2410-503-0036-010/3
Portion of Avenue B

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 8th day of March, 2022, by the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantor**"), to AUDUBON DEVELOPMENT, INC., a Florida corporation, whose address is P.O. Box 981, Palm Beach, Florida, 33480 ("**Grantee**").

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

WITNESSETH:

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

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. This conveyance is subject to taxes accruing subsequent to December 31, 2023, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

PROVIDED THAT in the event that Grantee defaults on its obligations set forth in that certain Agreement for Development of King's Landing, by and between The City of Fort Pierce, the Fort Pierce Redevelopment Agency and Grantee, dated February 8, 2022, and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County, Florida, then Grantor shall have the right to re-enter and retake possession of the Land, and fee simple title to such land shall revert to the Grantor.

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

Signed, sealed and delivered
in the presence of:

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

Print Name: Brittany Meredith

By: Linda Hudson
Print Name: Linda Hudson
Title: Chair

Print Name: LaToya Ransom

STATE OF FLORIDA
COUNTY OF ST. LUCIE

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

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

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

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL A:

Being a parcel of land lying in Block "A", according to AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189 of the Public Records of St. Lucie County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 8, Block F, of said AARON LEE'S MAP OF FORT PIERCE, proceed North 18°44'11" West along the West line of Block F and the East Right-of-Way line of North 2nd Street (formerly known as Pine Street, as shown on said AARON LEE'S MAP OF FORT PIERCE and being a 50.00-foot-wide Public Right-of-Way), a distance of 254.00 feet to the Southwest corner of Lot 2 of said Map of Fort Pierce, said corner being the POINT OF BEGINNING; thence North 18°44'11" West, along the West line of Lots 2 and 1 and East Right-of-Way line of said 2nd Street a distance of 69.41 feet to a point of intersection with the East Right-of-Way line of the adjusted North 2nd Street; thence North 32°17'09" West, along said East Right-of-Way line, a distance of 371.24 feet to a point on the 3.50-foot-wide concrete bulkhead bounding Moore's Creek; thence along said bulkhead the following (5) courses and distances: North 56°42'22" East, a distance of 44.68 feet; thence North 65° 10'23" East, a distance of 179.28 feet; thence North 74 04'13" East, a distance of 71.16 feet; thence North 63 51'02" East, a distance of 224.31 feet; thence North 61 33'56 East, a distance of 29.63 feet to a point on the Westerly Right-of-Way line of Indian River Drive (s variable width Right-of-Way), as shown on the State of Florida State Road Department Right-of-Way Map Section 94500, last revised October 5, 1960; thence South 18 43'54" East, along said Westerly Right-of-Way line, a distance of 491.42 feet to a point on the Easterly prolongation of the Southerly line of said Lot 2, and Lot 3, said Block F; thence South 71 18'49" West, along said Easterly prolongation, and the South line of Lot 3, and 2, a distance of 457.21 feet to the POINT OF BEGINNING.

TOGETHER WITH PARCEL B (NORTH):

Being a parcel of land lying in Block "A" and a portion of Lot 1, Block "B", according to AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 8, Block F, of said AARON LEE'S MAP OF FORT PIERCE, proceed North 18°44'11" West along the West line of Block F and the East Right-of-Way line of North 2nd Street (formerly known as Pine Street, as shown on said and being a 60.00-foot-wide Public Right-of-Way), a distance of 323.41 feet to a point of intersection with the East Right-of-Way line of the adjusted North 2nd Street; thence North 32°17'09" West, along said East Right-of-Way line, a distance of 371.24 feet to a point on the 3.50-foot-wide concrete bulkhead bounding Moore's Creek; thence continue North 32°17'09" West, a distance of 44.51 feet to a point on the Northerly 3.50-foot-wide concrete bulkhead, said point being the POINT OF BEGINNING; thence North 32°17'09" West, departing said Creek, and along said East Right-of-Way line , a distance of 53.76 feet to a point on the West line of Lot 1, Block "B"; thence North 18°44'11" West, a distance of 67.04 feet to the Northwest corner of said Lot 1, and a point on the South Right-of-Way line of Avenue C (formerly known as Seminole Avenue as shown on said AARON LEE'S MAP OF FORT PIERCE); thence North 71°02'48" East, departing said Northwest corner and along said South Right-of-Way line, a distance of 304.27 feet to the West line of the East 92.7 feet of Lot 1 of Block "A" of said AARON LEE'S MAP OF FORT PIERCE; thence South 18°43'54" East, a distance of 103.40 feet to a point on the Northerly 3.50-foot-wide concrete bulkhead bounding Moore's Creek; thence along said concrete bulkhead the following (4) courses and distances: South 74°39'15" West, a distance of 51.85 feet; thence South 65°37'46" West, a distance of 181.91 feet; thence South 70°48'08" West, a distance of 53.29 feet; thence South 53°00'56" West, a distance of 5.89 feet to the POINT OF BEGINNING.

TOGETHER WITH PARCEL C (WEST):

A parcel of land being Lots 5 and 6 of Block "E", portions of Lots 7 and 8 of Block "E", a portion of Avenue "B: as shown on AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189, together with Lot 1 and the West 3.50 feet of Lot 2 of the New Subdivision Block E of AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 192 of the Public Records of St.

Lucie County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 8, Block F, of said AARON LEE'S MAP OF FORT PIERCE, proceed South 71°18'49" West, along the Easterly prolongation of the South line of Block "E" and along said South line, a distance of 310.00 feet to the POINT OF BEGINNING: thence continue along said South Block line South 71°25'01" West, a distance of 8.93 feet to a point on the East Right-of-Way line of the Florida East Coast Railroad as shown on the Station Map, Southern Division, Florida East Coast Railway Company Flagler System Station 12741+93.7 to Station 12796+90.0, dated September 5, 1944; thence North 18°21'33" West, along said Easterly Right-of-Way line, a distance of 400.00 feet (to) a point on the North line of Lot 7, said Block "E", said North line also being the South Right-of-Way line of Avenue "B", being formerly known as Tropical Avenue as shown on aforementioned AARON LEE'S MAP OF FORT PIERCE (a 65.00-foot-wide Right-of-Way); thence South 71°18'49" West, a distance of 42.46 feet; thence North 18°49'01" West, a distance of 65.00 feet; thence North 71°18'49"East, a distance of 40.00 feet; thence North 18°49'01" West, a distance of 72.51 feet to a point on the South Top of Bank of Moore's Creek; thence along said South Top of Bank the following (4) courses and distances; North 49°57'34" East, a distance of 64.50 feet; thence North 33°59'38" East , a distance of 70.44 feet; thence North 31°08'29" East, a distance of 82.06 feet; thence North 0°15'54" East, a distance of 14.97 feet to a point on the Westerly Right-of-Way line of the adjusted 2nd Street (a 60.00 -foot-wide Public Right-of-Way); thence South 32°17'09" East, along said Westerly Right-of-Way line, a distance of 320.88 feet to a point on the Westerly Right-of-Way line of 2nd Street as shown on aforementioned AARON LEE'S MAP OF FORT PIERCE; thence South 18°44'11" East, along said Westerly Right-of-Way line, a distance of 8.92 feet to a point on the Southerly line of Lot 1, said Block "E"; thence South 71°18'49" West, along said Southerly line, a distance of 146.50 feet to a point of intersection with a line lying and being 3.50 feet East of and parallel with the West line of Lot 2, said Block "E"; thence South 18°44'11" East, a distance of 50.00 feet to the South line of said Lot 2, said line also being the North line of Lot 3, said Block "E"; thence South 71°18'49" West, along said North Lot line, a distance of 3.50 feet to the West line of said Lot 3; thence South 18°44'11" East, along the West line of Lots 3 and 4 and the Southerly prolongation thereof, a distance of 115.00 feet to a point on a line lying and being 15.00 feet South of and parallel with the Northerly Right-of-Way line of Church Street, formerly know as Palm Terrace on the aforementioned AARON LEE'S MAP OF FORT PIERCE (a 50.00-foot-wide Right-of-Way); thence South 71°18'49" West, along said parallel line, a distance of 100.00 feet to a point of intersection with the Northerly prolongation of the West line of Lot 9, said Block "E"; thence South 18°44'11" East, along said prolongated line and West line of Lot 9 a distance of 185.00 feet to the POINT OF BEGINNING.

Audubon Development Inc.
PO Box 981
Palm Beach, FL 33480

AGENT CONSENT FORM

Project Name: Kings Landing

Parcel ID: 2410-503-0041-020-4, 2410-503-0012-010-9, 2410-503-0043-000-2, 2410-503-0020-000-5, 2410-503-0034-000-6, 2410-503-0019-000-5 and 2410-503-0030-000-8

BEFORE ME THIS DAY PERSONALLY APPEARED Dale Matteson , WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

I hereby give CONSENT to Engineering Design & Construction, Inc. to act on my behalf, to submit or have submitted applications and all required material and documents pertaining all City, County and State permits for completion of the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed use of a commercial development.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 15th day of August, 2022 by Dale Matteson (Name of Person Acknowledging) who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

Patricia M. Sesta
Notary Signature

Patricia M Sesta
Printed Name of Notary

(Notary Seal)

8-11-2024
My commission expires

Notary Public State of Florida
Patricia M Sesta
My Commission HH 006694
Expires 08/11/2024

Dale J. Matteson
Owner's Signature

DALE MATTESON
Owner's Name

PO Box 981
Street Address

Palm Beach, FL 33480
City, State, Zip

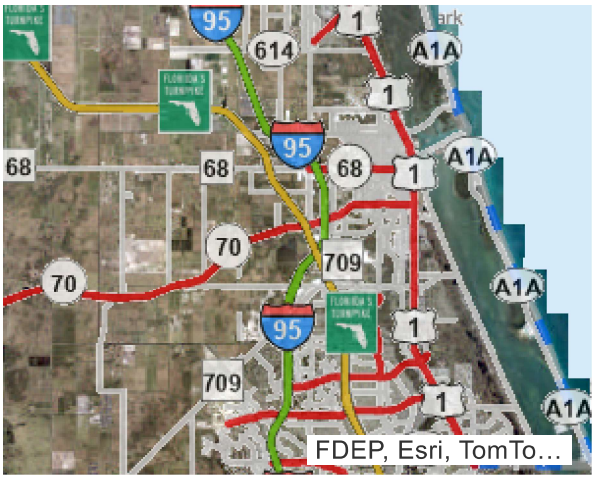
702-592-4200
Telephone / Email

Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Thursday, May 15, 2025

The report is loading

Parcel Report



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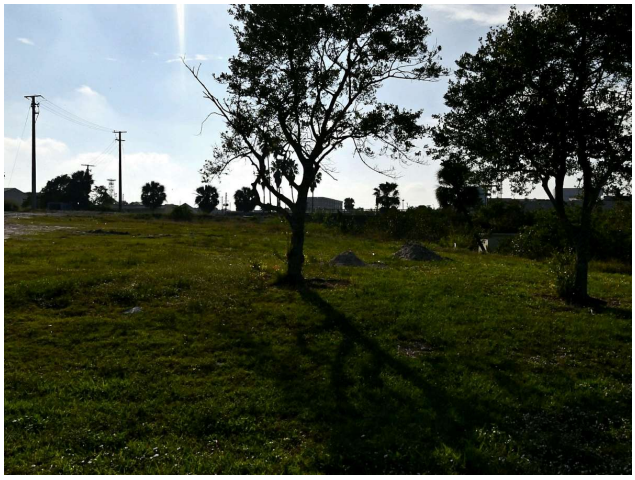

Parcel

Parcel ID: 2410-503-0019-000-5

Property ID: 23037

Owner 1: Audubon Development Inc

Site Address: N 2ND ST

Owner

Owner 1: Audubon Development Inc

Owner 2:

Owner 3:

Mailing Address: PO Box 981 Palm Beach, FL 33480-0981

Overview

Primary Land Use: 8000 - VAC GOVT

District Group: 9122 - Fort Pierce

Subdivision: Aaron Lee's Map of Fort Pierce

Just/Market Value: $63,200

Finished Area:

Acres: 0.1

Total Area: 4,356

Legal Description

Legal Description: AARON LEE`S MAP OF FORT PIERCE BLK B FROM INT OF N RD R/W LI OF AV B AND W RD R/W LI OF N 2 ST,TH RUN NLY 126.3 FT M/L TO POB;TH WLY 87 FT M/L,TH AT RT ANGLE RUN NLY TO MOORE`S CREEK,TH MEANDER ALG CREEK TO W RD R/W LI OF N 2 ST,TH SLY ALG R/W TO POB-LESS NLY 20 FT- (MAP 24/10D) (0.10 AC) (OR 3136-2650)

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
2024	$63,200	$0	$63,200	$0	$63,200	$0	$63,200	$0	$0
2023	$63,200	$0	$63,200	$0	$63,200	$0	$63,200	$0	$0
2022	$63,200	$0	$63,200	$0	$63,200	$63,200	$0	$0	$0
2021	$63,200	$0	$63,200	$0	$63,200	$63,200	$0	$0	$0

Tax Links

SLC Tax Collector’s Office taxes for this parcel

Download TRIM notice for this parcel

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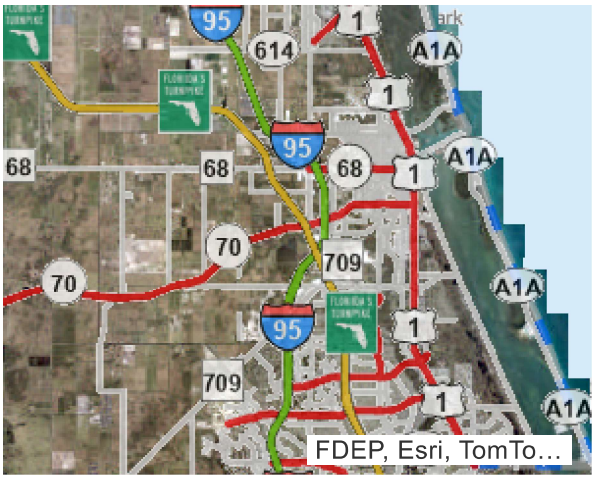
Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Thursday, May 15, 2025

The report is loading

Parcel Report



Unable to find these features on the map.

Parcel

Parcel ID: 2410-503-0019-010-8

Property ID: 175188

Owner 1: Audubon Development Inc

Site Address: N 2ND ST

Owner

Owner 1: Audubon Development Inc

Owner 2:

Owner 3:

Mailing Address: PO Box 981 Palm Beach, FL 33480-0981

Overview

Primary Land Use: 8000 - VAC GOVT

District Group: 9122 - Fort Pierce

Subdivision: Aaron Lee's Map of Fort Pierce

Just/Market Value: $45,500

Finished Area:

Acres: 0.144

Total Area: 6,273

Legal Description

Legal Description: AARON LEE`S MAP OF FORT PIERCE BLK B NLY AND WLY 20 FT OF FOL DESC PARCEL: BEG INT OF N RD R/W LI OF AV B AND W RD R/W LI OF N 2 ST, TH RUN NLY TO MOORES CREEK, TH MEANDER ALG CREEK WLY TO R/W LI OF FEC RR, TH SLY ALG R/W LI TO N LI OF AV B, TH ELY TO POB AND THAT PART OF N 1/2 OF VAC AVE B ADJ ON S (0.144 AC - 6,273 SF)

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
2024	$45,500	$0	$45,500	$0	$45,500	$0	$45,500	$0	$0
2023	$45,500	$0	$45,500	$0	$45,500	$0	$45,500	$0	$0
2022	$45,500	$0	$45,500	$0	$45,500	$45,500	$0	$0	$0
2021	$45,500	$0	$45,500	$0	$45,500	$45,500	$0	$0	$0

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	2019	0.3	0

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Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Thursday, May 15, 2025

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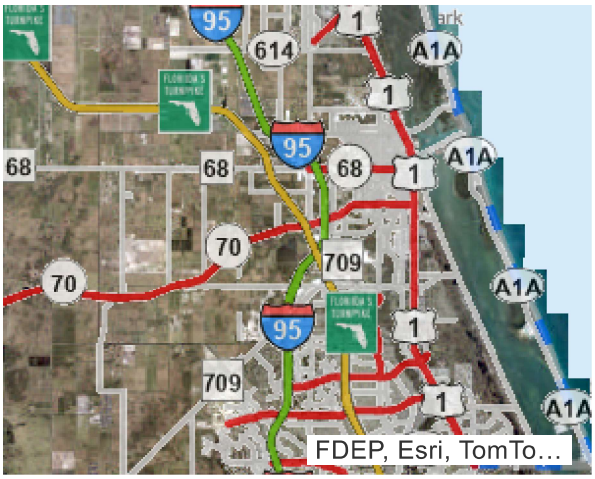


Unable to find these features on the map.

Parcel

Parcel ID: 2410-503-0020-000-5

Property ID: 23038

Owner 1: Audubon Development Inc

Site Address: 299 N 2ND ST

Owner

Owner 1: Audubon Development Inc

Owner 2:

Owner 3:

Mailing Address: PO Box 981 Palm Beach, FL 33480-0981

Overview

Primary Land Use: 8000 - VAC GOVT

District Group: 9122 - Fort Pierce

Subdivision: Aaron Lee's Map of Fort Pierce

Just/Market Value: $361,900

Finished Area:

Acres: 0.573

Total Area: 24,960

Legal Description

Legal Description: AARON LEE`S MAP OF FORT PIERCE BLK B BEG INT OF N RD R/W LI OF AV B AND W RD R/W LI OF N 2 ST,TH RUN NLY 126.3 FT M/L,TH WLY 87 FT M/L,TH NLY TO MOORES CREEK,TH MEANDER ALG CREEK WLY TO R/W LI OF FEC RR,TH SLY ALG R/W LI TO N LI OF AV B,TH ELY TO POB-LESS NLY AND WLY 20 FT- AND THAT PART OF N 1/2 OF VAC AVE B ADJ ON S (MAP 24/10D) (0.573 AC - 24,960 SF) (OR 3136-2650)

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
2024	$361,900	$0	$361,900	$0	$361,900	$0	$361,900	$0	$0
2023	$361,900	$0	$361,900	$0	$361,900	$0	$361,900	$0	$0
2022	$361,900	$0	$361,900	$0	$361,900	$361,900	$0	$0	$0
2021	$361,900	$0	$361,900	$0	$361,900	$361,900	$0	$0	$0

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	2010	1.1	75.9

Improvements

Building Sequence: 1

Bedrooms: 0

Bathrooms: 0

Building Type: -

Story Height:

No of Living Units:

Total Finished Area: 0

Gross Sketched Area: 0

Year Built:

Effective Year:

Primary Roof Cover:

Primary Roof Structure:

Primary Wall:

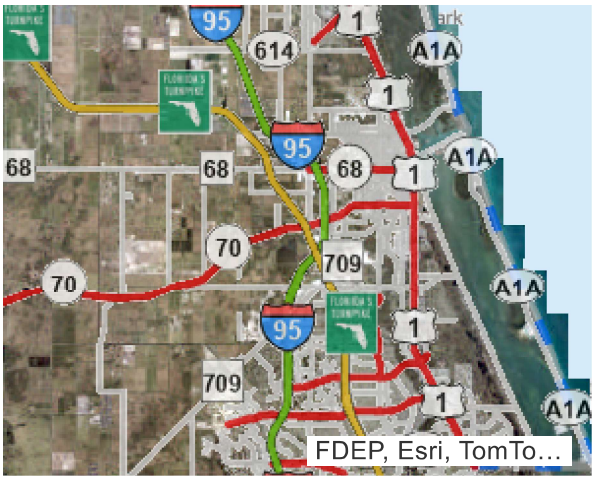
A/C %: 0

v2023-08-17

Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Thursday, May 15, 2025

Parcel Report



Unable to find these features on the map.

Parcel

Parcel ID: 2410-503-0030-000-8

Property ID: 23043

Owner 1: Audubon Development Inc

Site Address: N 2ND ST

Owner

Owner 1: Audubon Development Inc

Owner 2:

Owner 3:

Mailing Address: PO Box 981 Palm Beach, FL 33480-0981

Overview

Primary Land Use: 8000 - VAC GOVT

District Group: 9122 - Fort Pierce

Subdivision: Aaron Lee's Map of Fort Pierce

Just/Market Value: $171,200

Finished Area:

Acres: 0.271

Total Area: 11,805

Legal Description

Legal Description: AARON LEE`S MAP OF FORT PIERCE BLK E LOT 1 AND W 3.5 FT OF LOT 2 AND THAT PART OF S 1/2 OF VAC AVE B ADJ ON N (0.271 AC - 11,805 SF) (MAP 24/10B) (DBK 261-544) (OR 732-2814)

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
2024	$171,200	$0	$171,200	$0	$171,200	$0	$171,200	$0	$0
2023	$171,200	$0	$171,200	$0	$171,200	$0	$171,200	$0	$0
2022	$171,200	$0	$171,200	$0	$171,200	$171,200	$0	$0	$0
2021	$171,200	$0	$171,200	$0	$171,200	$171,200	$0	$0	$0

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	1999	0.5	34.5

Improvements

Building Sequence: 1

Bedrooms: 0

Bathrooms: 0

Building Type: -

Story Height:

No of Living Units:

Total Finished Area: 0

Gross Sketched Area: 0

Year Built:

Effective Year:

Primary Roof Cover:

Primary Roof Structure:

Primary Wall:

A/C %: 0

Land Lines

Line Number	Units	Unit Type
1	11,805	SqFt

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
03/07/2022	$100	0318	SPWD	Fort Pierce Redevelopment Agency	4804-2930	Clerk of Courts
03/07/2022	$100	0318	SPWD	Ft Pierce City Of	4804-2889	Clerk of Courts
03/11/1991	$100	XX02	WD	Fort Pierce Utilities Authority,	732-2814	Clerk of Courts

Photos

v2023-08-17

Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Thursday, May 15, 2025

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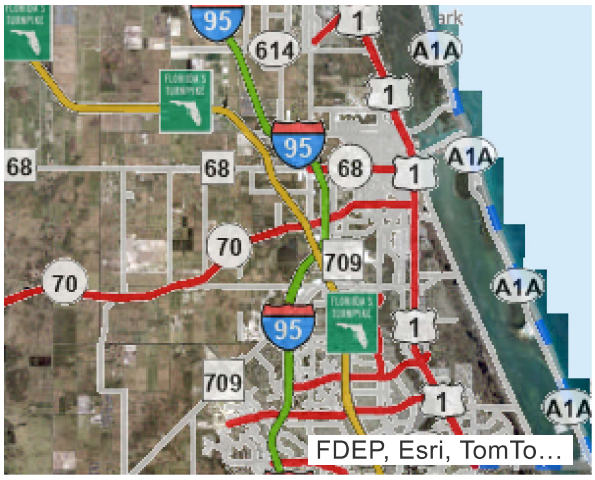
Parcel Report



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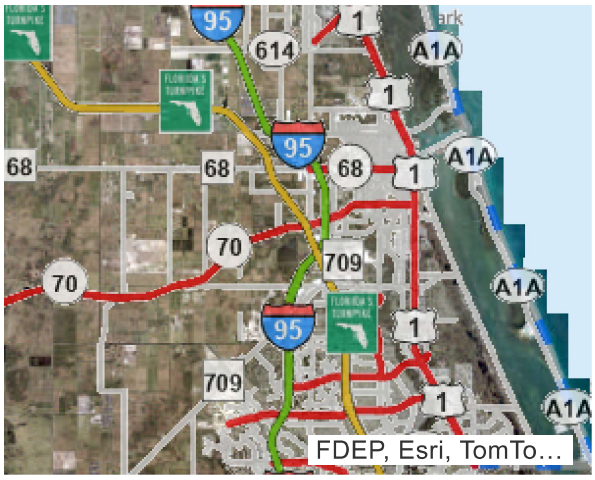

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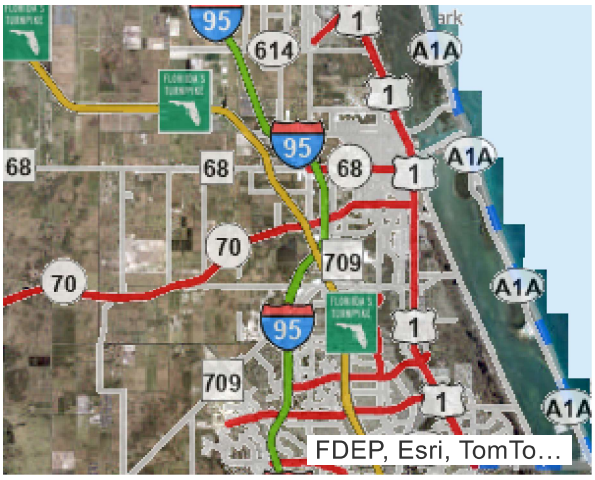
Parcel Report



Unable to find these features on the map.

Parcel

Parcel ID: 2410-503-0041-020-4

Property ID: 23050

Owner 1: Audubon Development Inc

Site Address: 301 N 2ND ST

Owner

Owner 1: Audubon Development Inc

Owner 2:

Owner 3:

Mailing Address: PO Box 981 Palm Beach, FL 33480-0981

Overview

Primary Land Use: 8000 - VAC GOVT

District Group: 9122 - Fort Pierce

Subdivision: Aaron Lee's Map of Fort Pierce

Just/Market Value: $2,842,300

Finished Area:

Acres: 3.75

Total Area: 163,350

Legal Description

Legal Description: AARON LEE`S MAP OF FORT PIERCE 10 35 40 BEG AT SW COR OF LOT 2 BLK F RUN NWLY ALG E RD R/W LI OF N 2 ST TO S BANK OF MOORE`S CREEK,TH ELY ALG S BANK OF MOORE`S CREEK TO E RD R/W LI OF IND RIV DR,TH SLY ALG IND RIV DR TO SE COR OF BULKHEAD OF RECREATION PIER,TH WLY TO INT OF ELY RD R/W LI OF N 2 ST AND SW COR OF LOT 2 AND POB-LESS E 20 FT AND LESS S 50 FT AND LESS N 165 FT OF E 75 FT AND LESS S 87 FT OF W 67 FT- (MAP 24/10B) (3.75 AC) (OR 3136-2650)

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
2024	$2,842,300	$0	$2,842,300	$0	$2,842,300	$0	$2,842,300	$0	$0
2023	$2,842,300	$0	$2,842,300	$0	$2,842,300	$0	$2,842,300	$0	$0
2022	$2,842,300	$0	$2,842,300	$0	$2,842,300	$2,842,300	$0	$0	$0
2021	$2,842,300	$0	$2,842,300	$0	$2,842,300	$2,842,300	$0	$0	$0

Tax Links

SLC Tax Collector's Office taxes for this parcel

Download TRIM notice for this parcel

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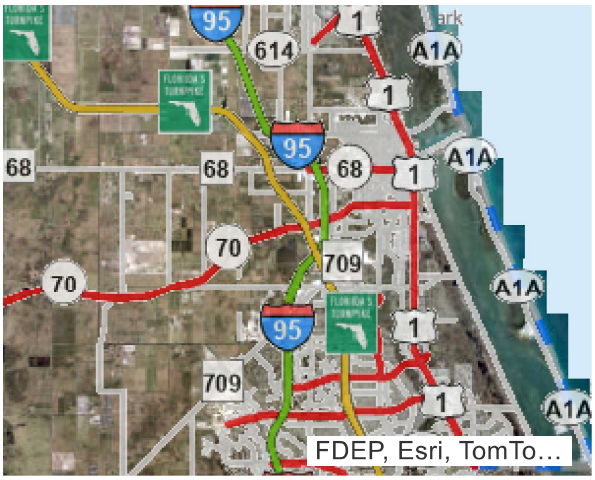
Saint Lucie County Property Appraiser
Michelle Franklin CFA

Report generated: Thursday, May 15, 2025

Parcel Report



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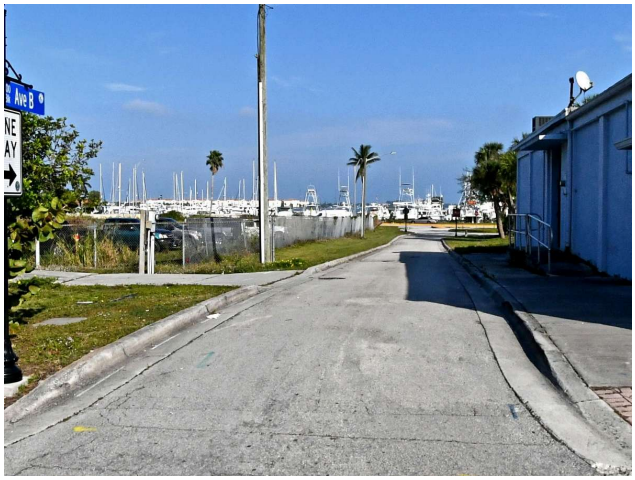


Parcel

Parcel ID: 2410-503-0043-000-2

Property ID: 23055

Owner 1: Audubon Development Inc

Site Address: N INDIAN RIVER DR

Owner

Owner 1: Audubon Development Inc

Owner 2:

Owner 3:

Mailing Address: PO Box 981 Palm Beach, FL 33480-0981

Overview

Primary Land Use: 8000 - VAC GOVT

District Group: 9122 - Fort Pierce

Subdivision: Aaron Lee's Map of Fort Pierce

Just/Market Value: $631,600

Finished Area:

Acres: 1

Total Area: 43,560

Legal Description

Legal Description: AARON LEE`S MAP OF FORT PIERCE 10 35 40 E 20 FT AND S 50 FT AND N 165 FT OF E 75 FT AND S 87 FT OF W 67 FT OF THE FOL DESC PARCEL: BEG AT NW COR OF LOT 2 BLK F RUN NWLY ALG E RD R/W LI OF N 2 ST TO SLY LI OF MOORE`S CREEK,TH ELY ALG R/W LI OF MOORE`S CREEK TO E RD R/W LI OF IND RIV DR,TH SLY ALG IND RIV DR TO SE COR OF BULKHEAD OF RECREATION PIER,TH WLY TO INT OF ELY RD R/W LI OF N 2 ST AND SW COR OF LOT 2 AND POB- (1 AC - 43,560 SF) (MAP 24/10B)

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
2024	$631,600	$0	$631,600	$0	$631,600	$0	$631,600	$0	$0
2023	$631,600	$0	$631,600	$0	$631,600	$0	$631,600	$0	$0
2022	$631,600	$0	$631,600	$0	$631,600	$631,600	$0	$0	$0
2021	$631,600	$0	$631,600	$0	$631,600	$631,600	$0	$0	$0

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	2019	2.7	0

Improvements

Building Sequence: 1

Bedrooms: 0

Bathrooms: 0

Building Type: -

Story Height:

No of Living Units:

Total Finished Area: 0

Gross Sketched Area: 0

Year Built:

Effective Year:

Primary Roof Cover:

Primary Roof Structure:

Primary Wall:

A/C %: 0

Land Lines

Line Number	Units	Unit Type
1	43,560	SqFt

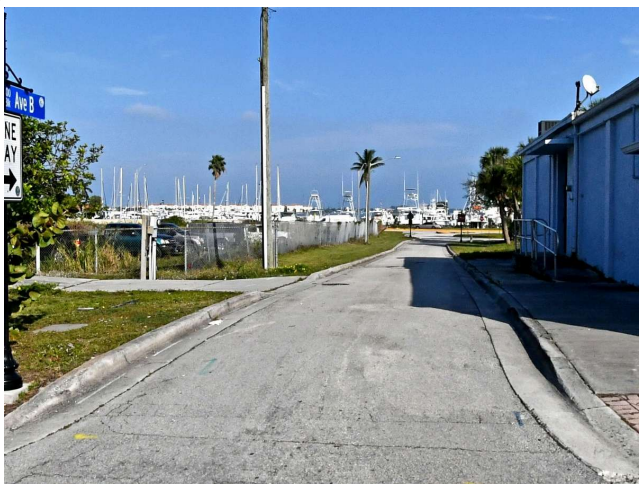
Permits

Permit Number	Issue Date	Description
F92-001610	12/27/1992	Roof
F91000547	04/25/1991	Roof
F88000002B	12/31/1987	Commercial New Construction

Sales History

Sale Date	Sale Price	Sale Code	Deed Type	Grantor	Book Page	View Document
03/07/2022	$100	0318	SPWD	Fort Pierce Redevelopment Agency	4804-2930	Clerk of Courts
03/07/2022	$100	0318	SPWD	Ft Pierce City Of	4804-2874	Clerk of Courts
12/31/1899	$0				-	Clerk of Courts

Photos



v2023-08-17

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North			
South			
East			
West			

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current					
****Proposed**					N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	
****Proposed Zoning/FLU**	
***Change in Demand**	

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU		
****Proposed Zoning/FLU**		
***Change in Demand**	Trips	Trips
Impact to Capacity		

IV. Project Description

PHASING
Is this project (phase) part of a larger project? [ ] Yes [ ] No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage):
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA

Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

REMAINING 3.14 AC OF TOTAL 7.06 AC IS CURRENTLY PRIVATELY OWNED BY AUDUBON DEVELOPMENT FOR PHASE 3 FUTURE DEVELOPMENT OR RIGHT OF WAY TO BE CONVEYED TO CITY OF FORT PIERCE. PHASE 3 ON WEST SIDE OF 2ND STREET NO PROPOSED SITE PLAN CURRENTLY. COMPLETION DATE PER AGREEMENT WITH CITY OF FORT PIERCE NO LATER THAN 11/13/2029

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. [ ] Yes [ ] No

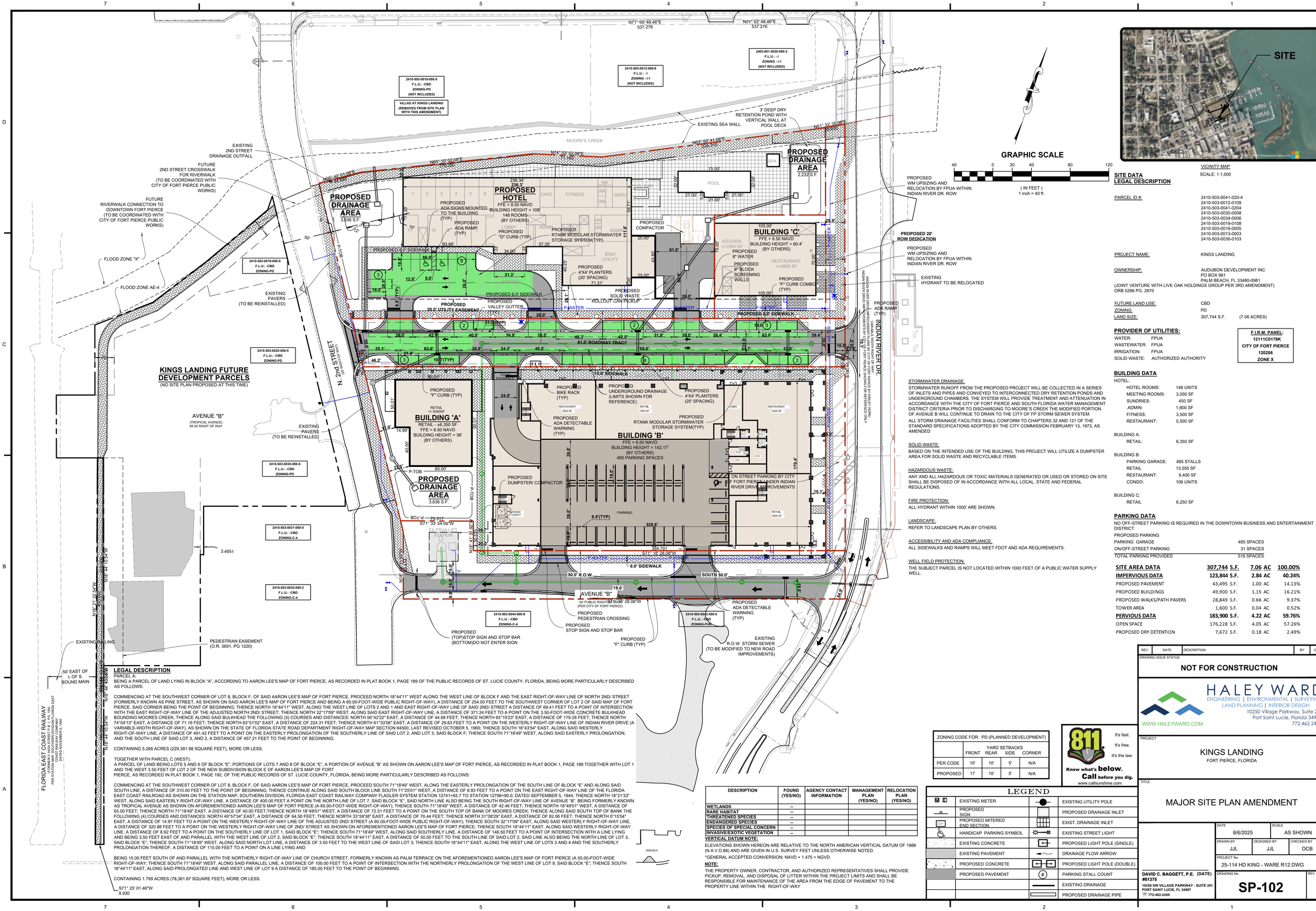
B. 1. Does this application involve demolition or re-use of any structure(s)? [ ] Yes [ ] No
If yes, what is the size of the structure(s) to be demolished or re-used? _____

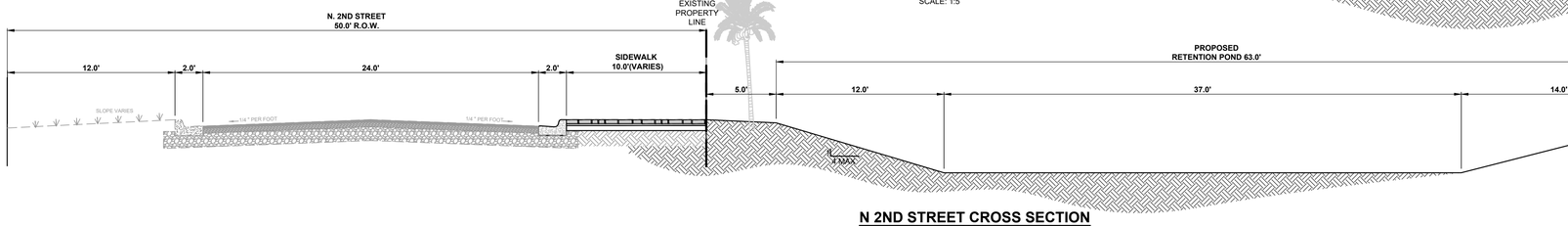
2. What is the current use of the structure to be demolished or re-used? _____

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)

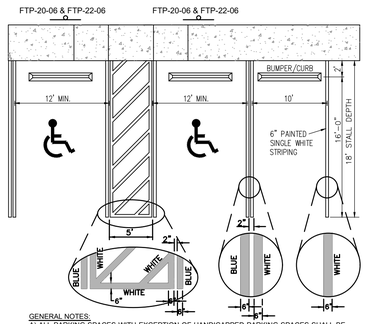
C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding


N71° 09' 48.46"E
537.276
N71° 09' 48.46"E
537.276
2403-001-0025-000-3
F.L.U.: - I
ZONING - I-1
(NOT INCLUDED)
2410-503-0012-000-6
F.L.U.: - I
ZONING - I-1
(NOT INCLUDED)
2410-503-0019-000-5
F.L.U.: -CBD
ZONING-PD
(NOT INCLUDED)
VILLAS AT KINGS LANDING
(REMOVED FROM SITE PLAN WITH THIS AMENDMENT)
3' DEEP DRY RETENTION POND WITH VERTICAL WALL AT POOL DECK
EXISTING SEA WALL
MOORE'S CREEK
N61° 33' 35.08"E
N63° 50' 41.08"E
N74° 03' 52.08"E
N55° 10' 02.05"E
EXISTING 2ND STREET DRAINAGE OUTFALL
FUTURE 2ND STREET CROSSWALK FOR RIVERWALK (TO BE COORDINATED WITH CITY OF FORT PIERCE PUBLIC WORKS)
FUTURE RIVERWALK CONNECTION TO DOWNTOWN FORT PIERCE (TO BE COORDINATED WITH CITY OF FORT PIERCE PUBLIC WORKS)
PROPOSED DRAINAGE AREA
3,836 S.F.
PROPOSED HOTEL
FFE = 8.50 NAVD
BUILDING HEIGHT = 108'
148 ROOMS
(BY OTHERS)
PROPOSED ADA SIGNS MOUNTED TO THE BUILDING (TYP)
PROPOSED ADA RAMP (TYP)
PROPOSED "D" CURB (TYP)
PROPOSED RTANK MODULAR STORMWATER STORAGE SYSTEM(TYP)
PROPOSED 6.0' SIDEWALK
PROPOSED 4'X4' PLANTERS (20' SPACING)
PROPOSED SOLID WASTE ROLLOUT CAN PICK-UP
PROPOSED VALLEY GUTTER (TYP)
PROPOSED 30.0' UTILITY EASEMENT
PROPOSED COMPACTOR
BUILDING 'C'
FFE = 8.50 NAVD
BUILDING HEIGHT = 60.4'
(BY OTHERS)
KITCHEN +/-1850 SF
RESTAURANT +/-4800 SF
PROPOSED 8" WATER
PROPOSED 8" BLOCK SCREENING WALLS
PROPOSED "F" CURB COMBO (TYP)
PROPOSED 8.0' SIDEWALK
POOL
SPA
PROPOSED DRAINAGE AREA
2,232 S.F.
PROPOSED 20' ROW DEDICATION
PROPOSED WM UPSIZING AND RELOCATION BY FPUA WITHIN INDIAN RIVER DR. ROW
EXISTING HYDRANT TO BE RELOCATED
PROPOSED ADA RAMP (TYP)
INDIAN RIVER DRIVE (MAINTAINED BY FORT PIERCE BY KIMLEY HORN) VARIABLE WIDTH RIGHT OF WAY VARIABLE WIDTH PAVEMENT BY CITY OF FORT PIERCE SHOWN FOR REFERENCE ONLY
N. 2ND STREET (FORMERLY HIGH STREET)
KINGS LANDING FUTURE DEVELOPMENT PARCELS
(NO SITE PLAN PROPOSED AT THIS TIME)
AVENUE "B"
(TROPICAL AVENUE)
65.00 RIGHT OF WAY
BUILDING 'A'
RETAIL - ±6,350 SF
FFE = 8.50 NAVD
BUILDING HEIGHT = 36'
(BY OTHERS)
PROPOSED "F" CURB (TYP)
PROPOSED BIKE RACK (TYP)
PROPOSED UNDERGROUND DRAINAGE (LIMITS SHOWN FOR REFERENCE)
PROPOSED 4'X4' PLANTERS (20' SPACING)
PROPOSED ADA DETECTABLE WARNING (TYP)
PROPOSED RTANK MODULAR STORMWATER STORAGE SYSTEM(TYP)
BUILDING 'B'
FFE = 8.50 NAVD
BUILDING HEIGHT = 142.17'
(BY OTHERS)
485 PARKING SPACES
PROPOSED DUMPSTER/ COMPACTOR
ON STREET PARKING BY CITY OF FORT PIERCE UNDER INDIAN RIVER DRIVE IMPROVEMENTS
PROPOSED DRAINAGE AREA
3,636 S.F.
EX FPUA LIFT STATION
AVENUE "B"
50' PUBLIC RIGHT OF WAY
(PER CITY OF FORT PIERCE)
PROPOSED PEDESTRIAN CROSSING
PROPOSED STOP SIGN AND STOP BAR
PROPOSED (TOP)STOP SIGN AND STOP BAR (BOTTOM)DO NOT ENTER SIGN
PROPOSED "F" CURB (TYP)
PROPOSED ADA DETECTABLE WARNING (TYP)
EXISTING R.O.W. STORM SEWER (TO BE MODIFIED TO NEW ROAD IMPROVEMENTS)
EXISTING PAVERS (TO BE REINSTALLED)
FLOOD ZONE "X"
FLOOD ZONE AE-4
2410-503-0019-000-5
F.L.U.: -CBD
ZONING-PD
2410-503-0020-000-5
F.L.U.: -CBD
ZONING-PD
2410-503-0030-000-8
F.L.U.: -CBD
ZONING-PD
2410-503-0031-000-5
F.L.U.: -CBD
ZONING-C-4
2410-503-0032-000-2
F.L.U.: -CBD
ZONING-C-4
2410-503-0044-000-9
F.L.U.: -CBD
ZONING-C-4
2410-503-0060-000-5
F.L.U.: -CBD
ZONING-PD
FLORIDA EAST COAST RAILWAY
(FORMERLY HIGH STREET P.B. 1 PG. 189)
(FORMERLY FLORIDA EAST COAST RAILWAY COMPANY)
PER STATION COAST SYSTEM DRAWING
DATED NOVEMBER 9, 1940
PEDESTRIAN EASEMENT (O.R. 3691, PG 1220)
EXISTING RAILING
50' EAST OF ℄ OF S. BOUND MAIN
3.4951
S71° 25' 01.46"W
8.930
N18° 21' 30.54"W
N18° 41' 35.30"W
N18° 42' 10.54"W
N18° 42' 10.54"W
N18° 42' 10.54



N 2ND STREET CROSS SECTION
SCALE: 1:5



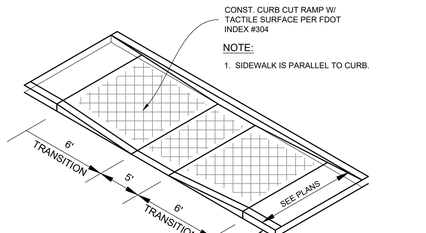
GENERAL NOTES:
A) ALL PARKING SPACES WITH EXCEPTION OF HANDICAPPED PARKING SPACES SHALL BE MARKED IN WHITE, RETRO-REFLECTIVE TRAFFIC PAINT AND BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION,2010 SECTION 710.

B) ALL HANDICAPPED PARKING SPACES SHALL BE PROPERLY SIGNED AND STRIPED IN ACCORDANCE WITH THE FDOT STANDARD INDEX 17346, FY 2017-18.

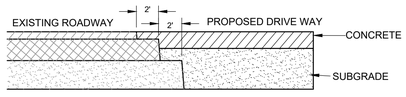
C) ALL COMPACT SPACES SHALL BE MARKED "COMPACT" ON THE STALL OR TIRE STOP.

NOTES:
1. FTP 20-06: TOP PORTION SHALL HAVE REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
2. FTP 21-06: TOP PORTION SHALL HAVE REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. FTP 20-06 IS FOR USE IN AREAS WHERE SPACE IS LIMITED.
4. FTP 22-06 IS SUPPLEMENTAL PANEL FOR THE FTP 20-06 & FTP 21-06 SIGNS.
5. HEIGHT SHALL BE 7 FEET MEASURED FROM THE GROUND OR SIDEWALK TO THE BOTTOM OF "PERMIT ONLY" SIGN OR 6 FEET TO THE BOTTOM OF "$250 FINE" SIGN.
6. REFER TO FDOT INDEX No. 711-001 FOR PAVEMENT MARKING DETAILS & FDOT INDEX No. 700-102 SIGN DETAILS PER THE LATEST FDOT DESIGN STANDARDS.

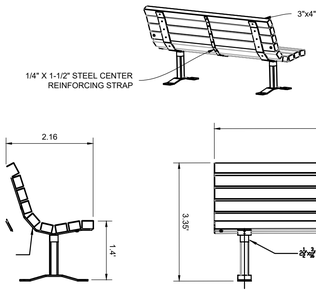
HANDICAP AND TYPICAL PARKING DETAIL
NTS



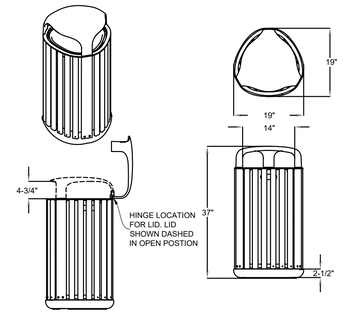
HANDICAP RAMP DETAIL
NTS



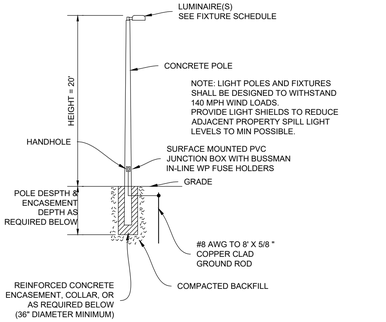
MATERIAL BENCHING DETAIL (TO EXISTING ROADWAY)
NTS



6' CONTOUR BENCH DETAIL
NTS

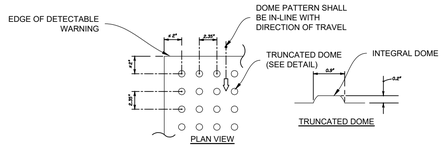


RECEPTACLE DETAIL
NTS



NOTE:
PROVIDE SHOP DRAWINGS SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL ENGINEER. SHOP DRAWINGS SHALL INCLUDE THE POLE,LUMINAIR, AND REINFORCED CONCRETE ENCASEMENT CALCULATIONS TO SHOW COMPLIANCE WITH FLORIDA BUILDING CODE , FOR WIND LOADING. SHOP DRAWINGS MAY BE FOR WORSE CASE SOIL CONDITIONS OR MAY BE BASED ON ACTUAL SITE SOIL BORINGS AND ANALYSIS FOR EACH POLE LOCATION AS VERIFIED BY THE FLORIDA REGISTERED PROFESSIONAL ENGINEER AND DOCUMENTED IN THE SHOP DRAWINGS. ALL ASSOCIATED COSTS FOR THE TOTAL INSTALLATION INCLUDING SHOP DRAWINGS, SOIL TESTING AND DESIGN FEES SHALL BE INCLUDED IN THE CONTRACT.

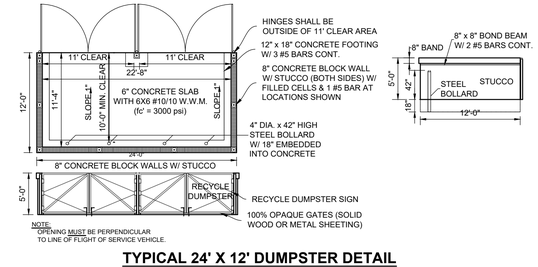
LIGHTING DETAIL
NTS



ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24 INCHES (610 MM) FROM THE BACK OF CURB

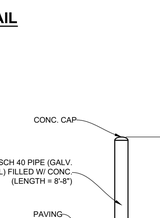
NOTES:
REFER TO FDOT INDEX 304 FOR FURTHER DETAILS
CAST IN PLACE

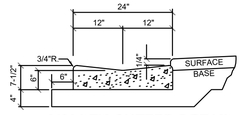
DETECTABLE WARNING SURFACE DETAIL
NTS



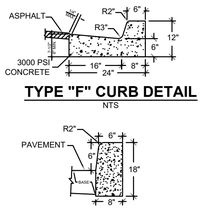
NOTE:
OPENING MUST BE PERPENDICULAR TO LINE OF FLIGHT OF SERVICE VEHICLE.

TYPICAL 24' X 12' DUMPSTER DETAIL
NTS



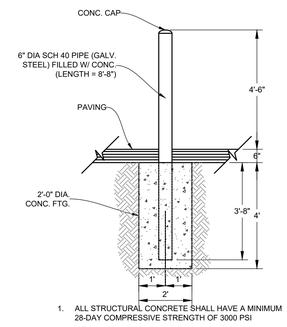


VALLEY GUTTER DETAIL
NTS



TYPE "F" CURB DETAIL
NTS

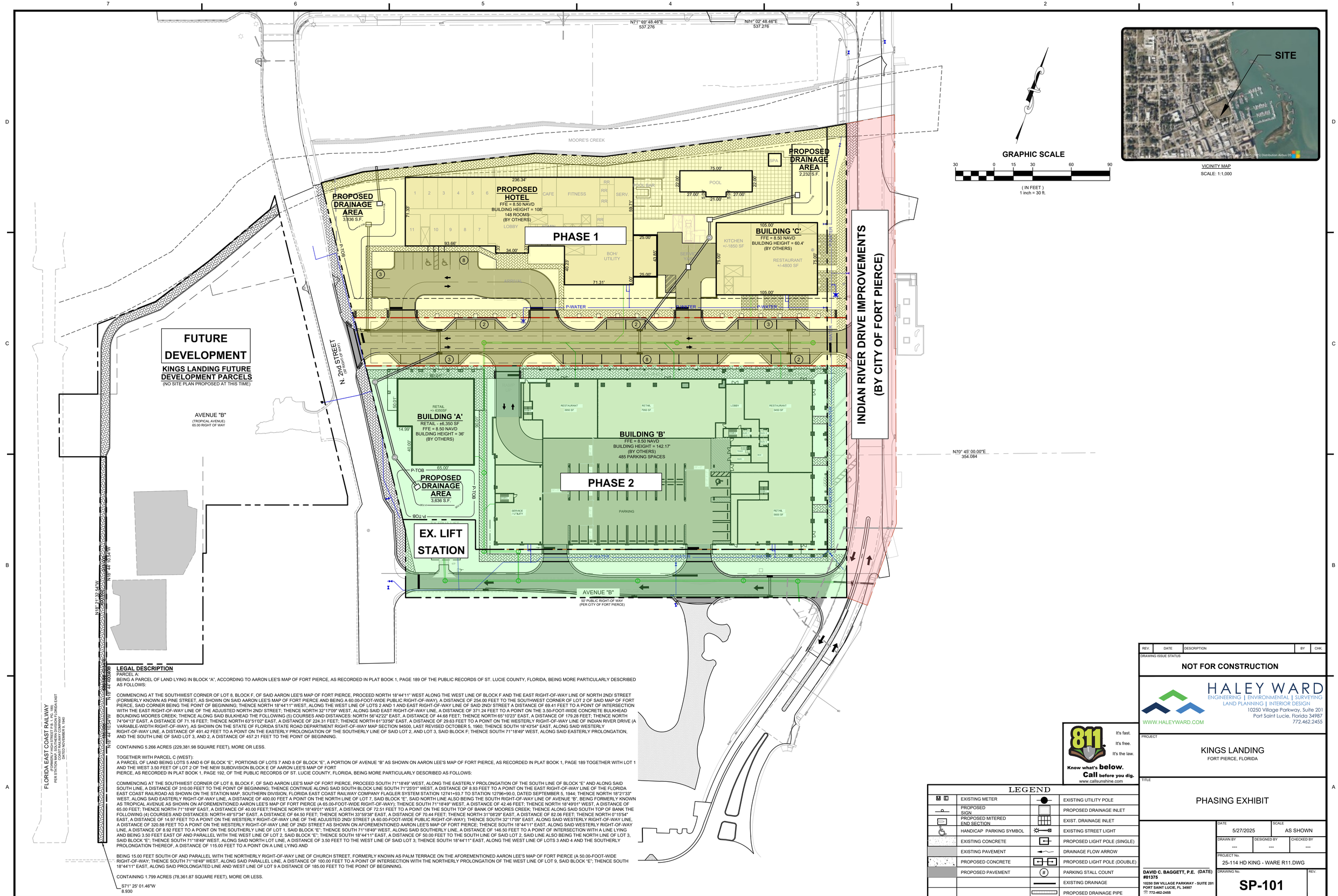
TYPE "D" CURB DETAIL
NTS



1. ALL STRUCTURAL CONCRETE SHALL HAVE A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 3000 PSI

BOLLARD DETAIL
NTS

FILE LOCATION: Z:\EDC-2025\25-114 - KINGS LANDING MAIN SITE - BILL WARE\ENGINEERING\AUTOCAD\DWGS\25-114 HDI KING - WARE R12.DWG, 2025.08.06, 12:58 PM



LEGAL DESCRIPTION

PARCEL A:
BEING A PARCEL OF LAND LYING IN BLOCK "A", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND/ STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 254.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID MAP OF FORT PIERCE, SAID CORNER BEING THE POINT OF BEGINNING; THENCE NORTH 18°44'11" WEST, ALONG THE WEST LINE OF LOTS 2 AND 1 AND EAST RIGHT-OF-WAY LINE OF SAID 2ND/ STREET A DISTANCE OF 69.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND/ STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE ALONG SAID BULKHEAD THE FOLLOWING (5) COURSES AND DISTANCES: NORTH 56°42'22" EAST, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°10'23" EAST, A DISTANCE OF 179.28 FEET; THENCE NORTH 74°04'13" EAST, A DISTANCE OF 71.16 FEET; THENCE NORTH 63°51'02" EAST, A DISTANCE OF 224.31 FEET; THENCE NORTH 61°33'56" EAST, A DISTANCE OF 29.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE (A VARIABLE-WIDTH RIGHT-OF-WAY), AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 94500, LAST REVISED OCTOBER 5, 1960; THENCE SOUTH 18°43'54" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 491.42 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 2, AND LOT 3, SAID BLOCK F; THENCE SOUTH 71°18'49" WEST, ALONG SAID EASTERLY PROLONGATION, AND THE SOUTH LINE OF SAID LOT 3, AND 2, A DISTANCE OF 457.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.266 ACRES (229,381.98 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL C (WEST):
A PARCEL OF LAND BEING LOTS 5 AND 6 OF BLOCK "E", PORTIONS OF LOTS 7 AND 8 OF BLOCK "E", A PORTION OF AVENUE "B" AS SHOWN ON AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 TOGETHER WITH LOT 1 AND THE WEST 3.50 FEET OF LOT 2 OF THE NEW SUBDIVISION BLOCK E OF AARON LEE'S MAP OF FORT
PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 192, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED SOUTH 71°18'49" WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF BLOCK "E" AND ALONG SAID SOUTH LINE, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BLOCK LINE SOUTH 71°25'01" WEST, A DISTANCE OF 8.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AS SHOWN ON THE STATION MAP, SOUTHERN DIVISION, FLORIDA EAST COAST RAILWAY COMPANY FLAGLER SYSTEM STATION 12741+93.7 TO STATION 12796+90.0, DATED SEPTEMBER 5, 1944; THENCE NORTH 18°21'33" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 400.00 FEET A POINT ON THE NORTH LINE OF LOT 7, SAID BLOCK "E", SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF AVENUE "B", BEING FORMERLY KNOWN AS TROPICAL AVENUE AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 65.00-FOOT-WIDE RIGHT-OF-WAY); THENCE SOUTH 71°18'49" WEST, A DISTANCE OF 42.46 FEET; THENCE NORTH 18°49'01" WEST, A DISTANCE OF 65.00 FEET; THENCE NORTH 71°18'49" EAST, A DISTANCE OF 40.00 FEET,THENCE NORTH 18°49'01" WEST, A DISTANCE OF 72.51 FEET TO A POINT ON THE SOUTH TOP OF BANK OF MOORES CREEK; THENCE ALONG SAID SOUTH TOP OF BANK THE FOLLOWING (4) COURSES AND DISTANCES: NORTH 49°57'34" EAST, A DISTANCE OF 64.50 FEET; THENCE NORTH 33°59'38" EAST, A DISTANCE OF 70.44 FEET; THENCE NORTH 31°08'29" EAST, A DISTANCE OF 82.06 FEET; THENCE NORTH 0°15'54" EAST, A DISTANCE OF 14.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ADJUSTED 2ND/ STREET (A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY); THENCE SOUTH 32°17'09" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 320.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 2ND/ STREET AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°44'11" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.92 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID BLOCK "E"; THENCE SOUTH 71°18'49" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 146.50 FEET TO A POINT OF INTERSECTION WITH A LINE LYING AND BEING 3.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 2, SAID BLOCK "E"; THENCE SOUTH 18°44'11" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID LOT 2, SAID LINE ALSO BEING THE NORTH LINE OF LOT 3, SAID BLOCK "E"; THENCE SOUTH 71°18'49" WEST, ALONG SAID NORTH LOT LINE, A DISTANCE OF 3.50 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH 18°44'11" EAST, ALONG THE WEST LINE OF LOTS 3 AND 4 AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 115.00 FEET TO A POINT ON A LINE LYING AND

BEING 15.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET, FORMERLY KNOWN AS PALM TERRACE ON THE AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 50.00-FOOT-WIDE RIGHT-OF-WAY; THENCE SOUTH 71°18'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 9, SAID BLOCK "E"; THENCE SOUTH 18°44'11" EAST, ALONG SAID PROLONGATED LINE AND WEST LINE OF LOT 9 A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.799 ACRES (78,361.87 SQUARE FEET), MORE OR LESS.

LEGEND

M E	EXISTING METER		EXISTING UTILITY POLE
	PROPOSED SIGN		PROPOSED DRAINAGE INLET
	PROPOSED MITERED END SECTION		EXIST. DRAINAGE INLET
	HANDICAP PARKING SYMBOL		EXISTING STREET LIGHT
	EXISTING CONCRETE		PROPOSED LIGHT POLE (SINGLE)
	EXISTING PAVEMENT		DRAINAGE FLOW ARROW
	PROPOSED CONCRETE		PROPOSED LIGHT POLE (DOUBLE)
	PROPOSED PAVEMENT	(#)	PARKING STALL COUNT
			EXISTING DRAINAGE
			PROPOSED DRAINAGE PIPE

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REV.	DATE	DESCRIPTION	BY	CHK.

DRAWING ISSUE STATUS
NOT FOR CONSTRUCTION

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
LAND PLANNING | INTERIOR DESIGN
WWW.HALEYWARD.COM
10250 Village Parkway, Suite 201
Port Saint Lucie, Florida 34987
772.462.2455

PROJECT
KINGS LANDING
FORT PIERCE, FLORIDA

TITLE
PHASING EXHIBIT

DATE 5/27/2025 | SCALE AS SHOWN
DRAWN BY --- | DESIGNED BY --- | CHECKED BY ---
PROJECT No. 25-114 HD KING - WARE R11.DWG
DRAWING No. SP-101 | REV.

DAVID C. BAGGETT, P.E. (DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

FILE LOCATION: Z:\EDC-2025\25-114 - KINGS LANDING MAIN SITE - BILL WARE\ENGINEERING\CAD\TOCAD\DWG\25-114 HD KING - WARE R11.DWG, 2025.05.27, 4:05 PM

KING'S LANDING
FORT PIERCE, FLORIDA

DRAWING INDEX

SHEET NUMBER	SHEET NAME	SHEET NUMBER	SHEET NAME
-CV	COVER	A-2.11	STREET ELEVATIONS
A-1.10	OVERALL SITE PLAN	A-2.12	STREET ELEVATIONS
A-1.11	CONDO & RETAIL 2	A-2.13	STREET ELEVATIONS
A-1.12	HOTEL & RETAIL 1	A-2.21	SITE CONTEXT AND STYLE REFERENCE
A-2.00	SITE RENDERING	A-2.22	STYLE REFERENCE & PRECEDENT
A-2.10	STREET ELEVATIONS	A-2.23	MATERIALS

To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

REV	DESCRIPTION	DATE

© Garcia Stromberg

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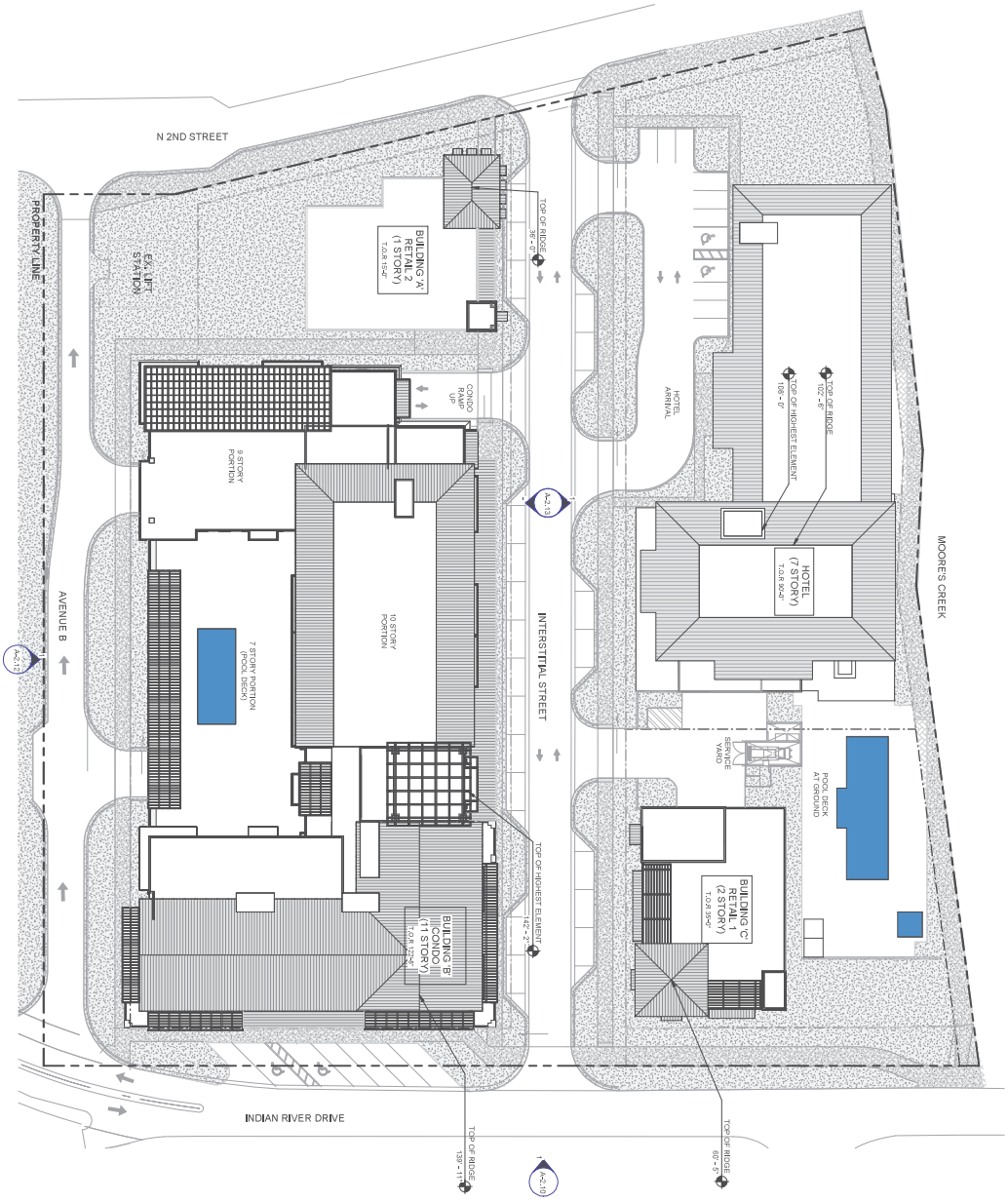
CLIENT
AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LIVE OAK HOLDINGS GROUP

PROJECT
KING'S LANDING
FORT PIERCE, FL

DRAWING NAME
COVER

PROJECT NUMBER: 2502
SHEET NUMBER
-CV
PRINT DATE:
5/22/2025 14:22 PM

CITY SUBMISSION 05-22-2025



OVERALL SITE PLAN

1 A-1.10

1" = 30'-0"

CITY SUBMISSION 05-22-2025

To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimun building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

PROJECT NUMBER: 25012

SHEET NUMBER:

A-1.10

PRINT DATE: 5/22/2025 5:14:27 PM

DRAWING NAME

OVERALL SITE PLAN

PROJECT

KING'S LANDING

FORT PIERCE, FL

CLIENT

AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LIVE OAK HOLDINGS GROUP

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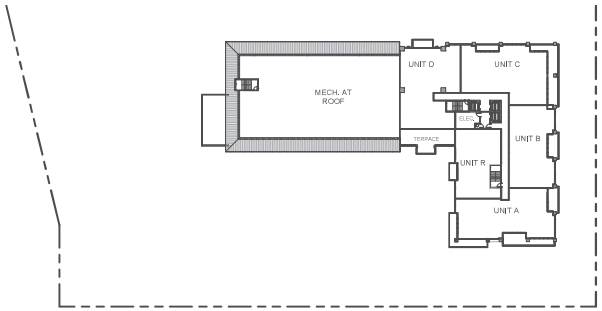
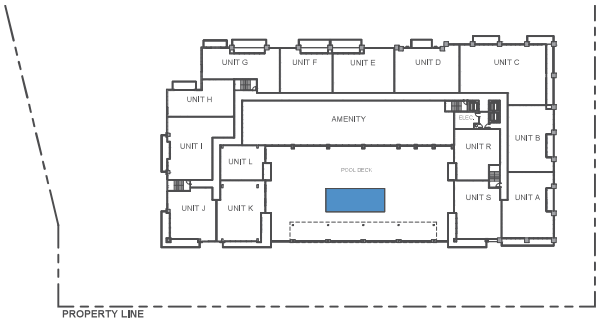
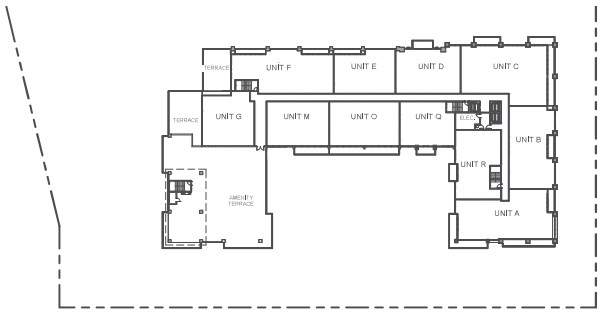
REV	DESCRIPTION	DATE:



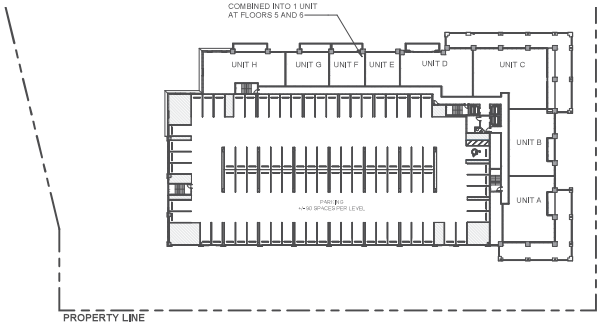
CONDO - LEVEL 11 (6, A-1.11) 1" = 50'-0"



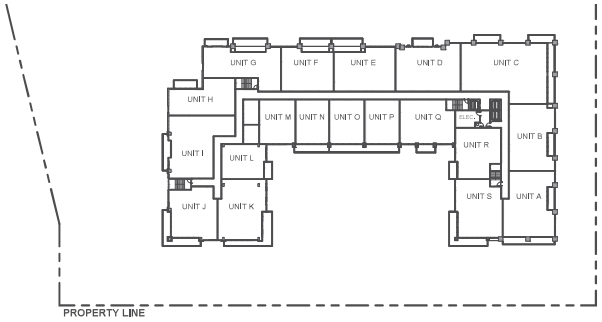
CONDO - LEVEL 07 (3, A-1.11) 1" = 50'-0"



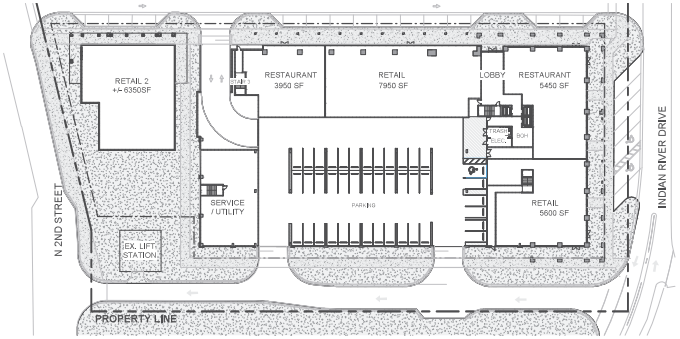
CONDO - LEVEL 10 (5, A-1.11) 1" = 50'-0"



CONDO - LEVEL 02 - 06 (2, A-1.11) 1" = 50'-0"



CONDO - LEVEL 08 -09 (4, A-1.11) 1" = 50'-0"



CONDO & RETAIL 2 - GROUND PLAN (1, A-1.11) 1" = 50'-0"

CITY SUBMISSION 05-22-2025

PROJECT NUMBER: 2303

SHEET NUMBER: A-1.11

PRINT DATE: 5/22/2025 1:14:12 PM

DRAWING NAME: CONDO & RETAIL 2

PROJECT: KING'S LANDING

FORT PIERCE, FL

CLIENT: AUDUBON DEVELOPMENT INVESTMENT VENTURE WITH LIVE OAK HOLDINGS GROUP

garcia stromberg

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To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the fire-safety standards as determined by the local authority having jurisdiction in accordance with this section and Chapter 633, Florida Statutes.

REV.	DESCRIPTION	DATE

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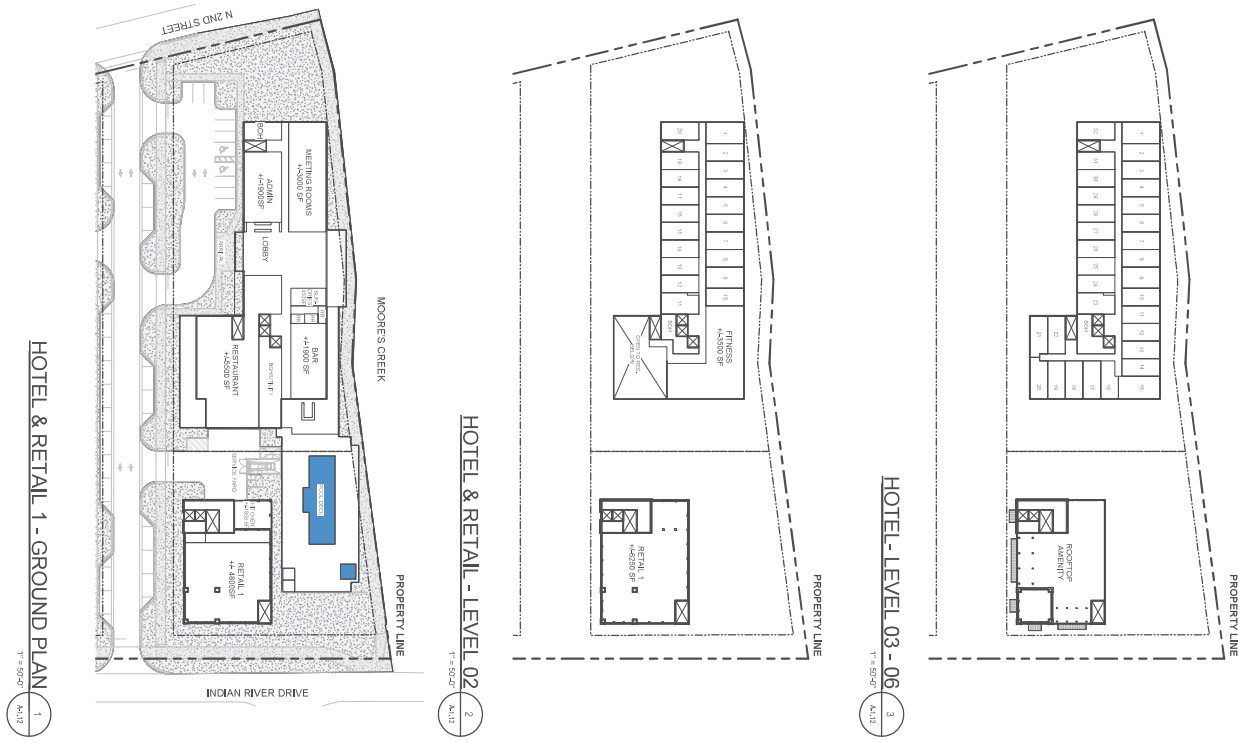

CITY SUBMISSION 05-22-2025

To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimun building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

PROJECT NUMBER: 25012

SHEET NUMBER

A-1.12

PRINT DATE: 5/22/2025 5:14:34 PM

DRAWING NAME

HOTEL & RETAIL 1

PROJECT

KING'S LANDING

FORT PIERCE, FL

CLIENT

AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LIVE OAK HOLDINGS GROUP

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PROJECT NUMBER: 25017

SHEET NUMBER

A-2.00

PRINT DATE: 5/22/2025 5:14:34 PM

DRAWING NAME

SITE RENDERING

PROJECT

KING'S LANDING

FORT PIERCE, FL

CLIENT

AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LIVE OAK HOLDINGS GROUP

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REV	DESCRIPTION	DATE:

RENDERING ALONG INDIAN RIVER DRIVE LOOKING SW

EAST (INDIAN RIVER DR) ELEVATION 1 A-2.10

1" = 20'-0"

To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

REV	DESCRIPTION	DATE

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AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LIVE OAK HOLDINGS GROUP

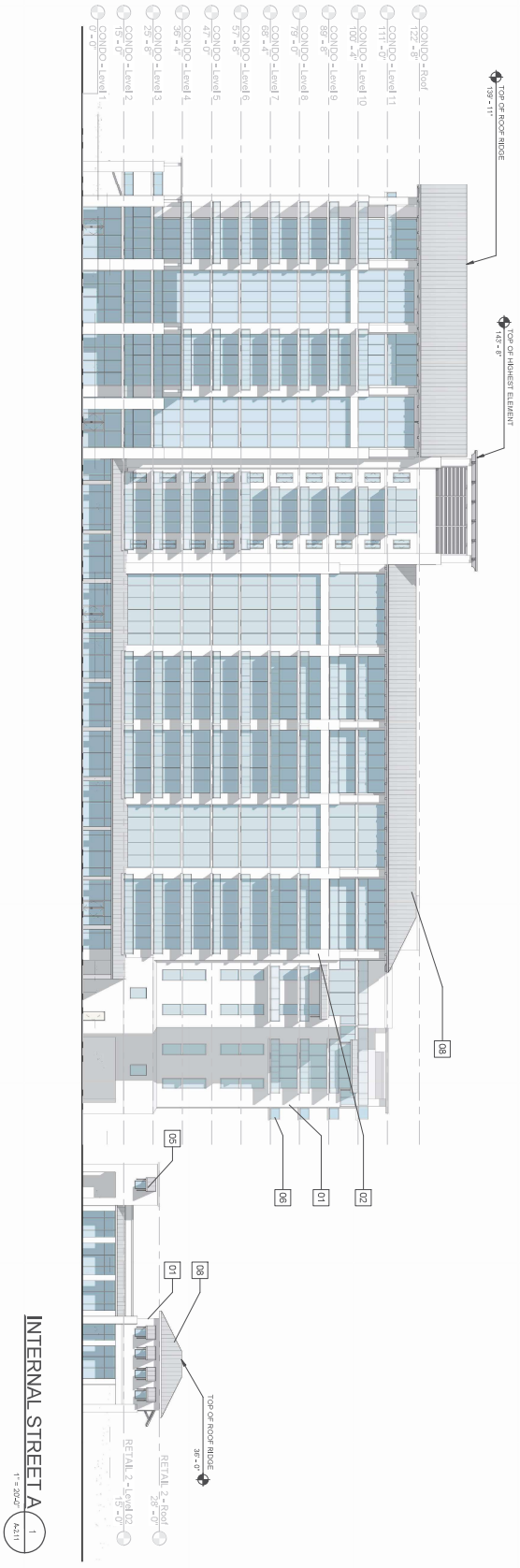
PROJECT
KING'S LANDING
FORT PIERCE, FL

DRAWING NAME
STREET ELEVATIONS

PROJECT NUMBER 2502
SHEET NUMBER
A-2.10
PRINT DATE:
5/22/2025 1:14:54 PM

CITY SUBMISSION 05-22-2025

RENDERING ALONG INTERNAL STREET LOOKING SE



INTERNAL STREET A
1" = 20'-0"
1
A-2.11

CITY SUBMISSION 05-22-2025

To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

PROJECT NUMBER: 25012

SHEET NUMBER
A-2.11

PRINT DATE:
5/22/2025 5:15:07 PM

DRAWING NAME
STREET ELEVATIONS

PROJECT
KING'S LANDING

FORT PIERCE, FL

CLIENT
AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LIVE OAK HOLDINGS GROUP

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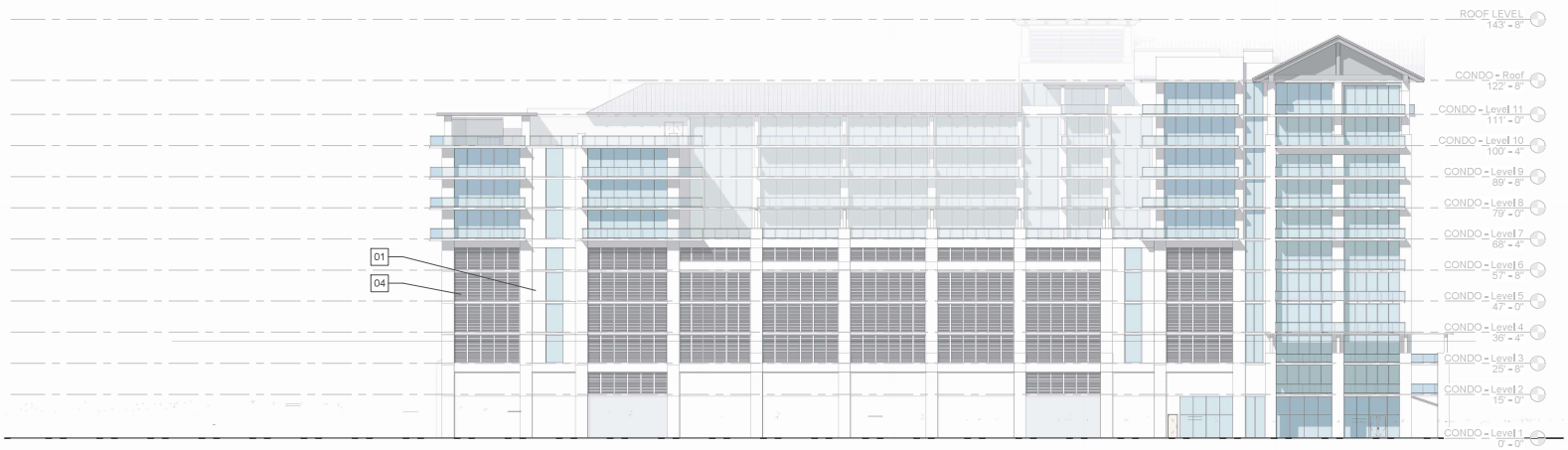
REV	DESCRIPTION	DATE:



SOUTH (AVENUE B) ELEVATION 1 A-2.12

1" = 20'-0"

RENDERING LOOKING NNW

To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

REV	DESCRIPTION	DATE

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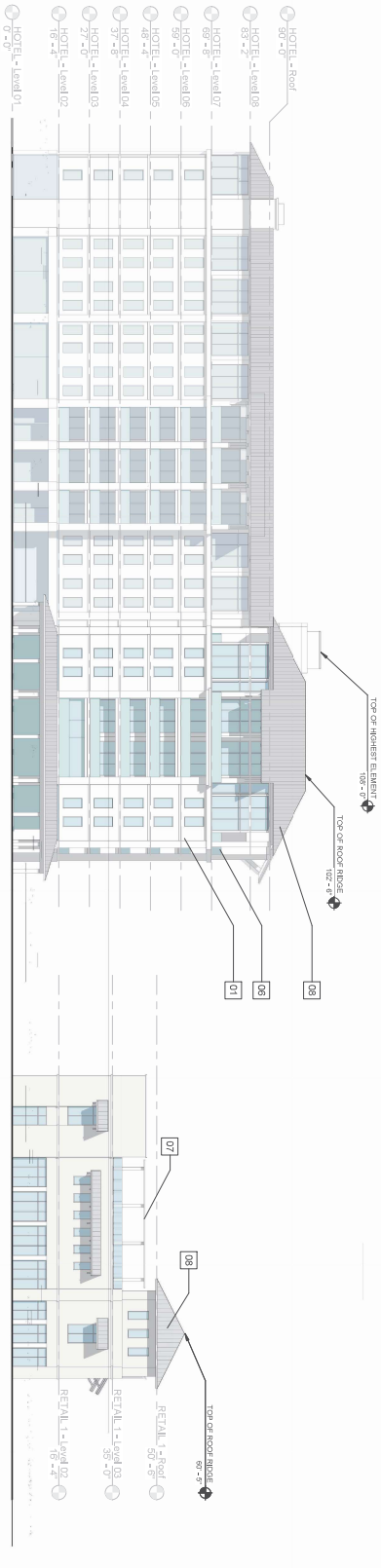
PROJECT
KING'S LANDING
FORT PIERCE, FL

DRAWING NAME
STREET ELEVATIONS

CITY SUBMISSION 05-22-2025

PROJECT NUMBER 2002
SHEET NUMBER
A-2.12
PRINT DATE:
5/22/2025 1:15:19 PM



INTERNAL STREET B

1" = 20'-0"

1 A2.13

RENDERING ALONG INTERNAL STREET LOOKING NORTH

CITY SUBMISSION 05-22-2025

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PROJECT NUMBER: 25012

SHEET NUMBER

A-2.13

PRINT DATE: 5/22/2025 5:15:29 PM

DRAWING NAME

STREET ELEVATIONS

PROJECT

KING'S LANDING

FORT PIERCE, FL

CLIENT

AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LIVE OAK HOLDINGS GROUP

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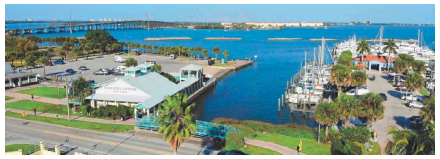
REV	DESCRIPTION	DATE:

SITE CONTEXT REFERENCES / PRECEDENT IMAGES

US DISTRICT COURT MAGISTRATE -
101 N US HWY 1. FORT PIERCE,FL 34950

DESIGN PRECEDENT
- WINDOW BAY RHYTHM - MIX OF FULL HEIGHT AND PUNCHED OPENINGS
- ELEVATION WITH HORIZONTAL DELINEATION OF HEAVIER BASE, MID-ZONE, AND LIGHTER TOP LEVEL.
- TOWER ELEMENT CREATING VARIED ROOF PROFILE
- SOLID ANCHORING MASSING ELEMENTS



MANATEE CENTER -
480 N INDIAN RIVER DR, FORT PIERCE,FL 34950

DESIGN PRECEDENT
- METAL ROOF
- MIX OF HIP, GABLE, AND SHED ROOF ELEMENTS.
- COVERED SHED TYPE LOGGIA

SEVEN GABLES HOUSE -
482 N INDIAN RIVER DR, FORT PIERCE,FL 34950

DESIGN PRECEDENT
- GABLE ROOFS
- EXPOSED RAFTER TAIL DETAILING
- LARGE BALCONIES & TERRACES
- AWNING DETAILS

To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire safety standards that are in force in the jurisdiction and in accordance with this section and Chapter 633, Florida Statutes.

REV	DESCRIPTION	DATE

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CITY SUBMISSION 05-22-2025

PROJECT
KING'S LANDING
FORT PIERCE, FL

CLIENT
AUDUBON DEVELOPMENT INVESTMENT VENTURE WITH LIVE OAK HOLDINGS GROUP

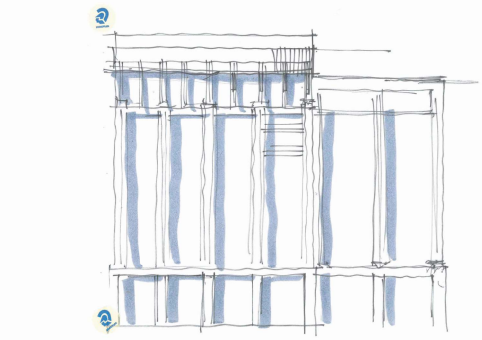
DRAWING NAME
SITE CONTEXT AND STYLE REFERENCE

PROJECT NUMBER 2303

SHEET NUMBER
A-2.21

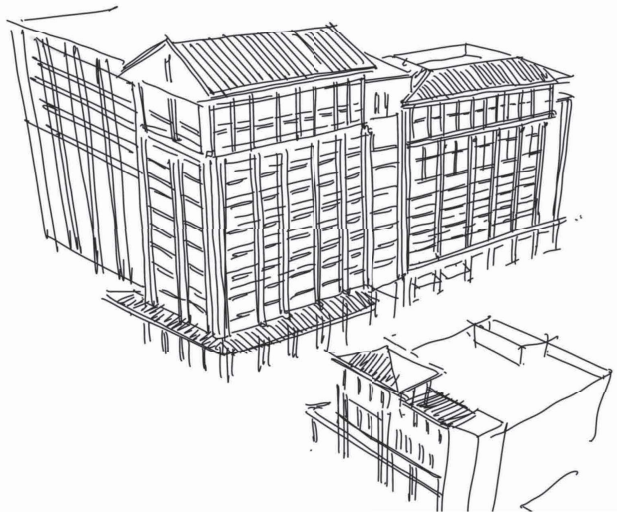
PRINT DATE
5/22/2025 5:51:51 PM

SITE CONTEXT REFERENCES / PRECEDENT IMAGES



CONCEPT SKETCH

CONCEPT SKETCH



DESIGN CONCEPTS AND ARCHITECTURAL LANGUAGE:

- MASSING STEPS DOWN FROM THE EAST TO THE WEST, ENDING UP AT 2-3 STORIES ALONG THE EASTERN EDGE ADJACENT TO THE LOWER SCALE OF THE EXISTING RESIDENCES.
- ACTIVE URBAN STREET EXPERIENCE.
- RETAIL AND RESTAURANT ALONG STREET LEVEL.
- ACTIVE USES LINING THE PARKING LEVELS TO THE STREET.
- DRAWING INSPIRATION FROM THE SOUTH FLORIDA STYLE, THE VARIOUS BUILDINGS IN THE DEVELOPMENT PROVIDE DIFFERENT INTERPRETATIONS TO CREATE A RICH CONTEMPORARY COLLECTION OF STRUCTURES THAT FORM A COHESIVE WHOLE.
- STANDING SEAM ROOFS WITH EXPOSED RAFTER TAIL DETAILING AND LARGE OVERHANGS.
- TERRACES, AND STREET LEVEL COLONNADES ARE IMPLEMENTED THROUGHOUT .
- A MIX OF GABLE AND HIP ROOF PROFILES CREATED ADDITIONAL VARIETY IN THE FORMS.
- WALL FINISHES CONSISTING OF A MIX OF PAINTED STUCCO, HORIZONTAL SLAT, AND VENEER SHELL STONE CLADDING AT ACCENT AREAS ARE ALSO IN KEEPING WITH THE SOUTH FLORIDA STYLE.
- VARIED WINDOW PATTERNING WITH VARIATIONS FROM FULL HEIGHT WINDOWS TO PUNCHED OPENINGS.
- HORIZONTAL ARTICULATION OF BASE, MID-ZONE, & ROOF LEVEL FROM HEAVY TO LIGHT.
- LOUVERED PANELS AND SUN GRILLS CREATE A FINAL CONSISTENT LANGUAGE OF DETAILING.

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REV	DESCRIPTION	DATE

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PROJECT
AUDUBON DEVELOPMENT INVESTMENT VENTURE WITH LIVE OAK HOLDINGS GROUP

PROJECT
KING'S LANDING
FORT PIERCE, FL

CITY SUBMISSION 05-22-2025

PROJECT NUMBER 2023

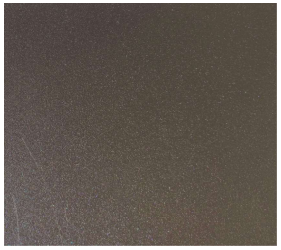
SHEET NUMBER
A-2.22

DRAWING NAME
STYLE REFERENCE & PRECEDENT

PRINT DATE
5/22/2025 11:12 PM

METAL ROOF
(KEYNOTE 08)

ARCHITECTURAL SUNSHADE
(KEYNOTE 05)



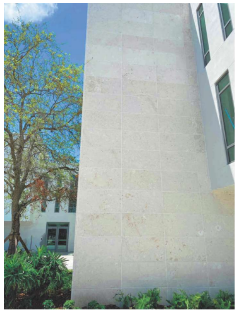
ALUMINUM FINISH
COLOR: BRONZE

ROOF TRELLIS
(KEYNOTE 07)

MECHANICAL SCREEN
(KEYNOTE 04)

EXTERIOR WALL FINISH 02
(KEYNOTE 02)
BASIS OF DESIGN:
SHERWIN WILLIAMS - SW 9584

GLASS ALUMINUM RAILINGS
(KEYNOTE 06)



STONE CLADDING
(KEYNOTE 03)

EXTERIOR WALL FINISH 01
(KEYNOTE 01)
BASIS OF DESIGN:
SHERWIN WILLIAMS - SW 7006

To the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

REV	DESCRIPTION	DATE

garcia stromberg

Jorge H. Garcia, RA, NCARB
Chief Executive Officer
ARO007769

Peter T. Stromberg, RA, NCARB
President
ARO015680

2300 Vista Parkway, Suite 16
West Palm Beach, FL 33411
TEL 561.478.5855
Corporate License # AAC002202

© Garcia Stromberg

CLIENT
AUDUBON DEVELOPMENT INC - JOINT VENTURE WITH LIVE OAK HOLDINGS GROUP

PROJECT
KING'S LANDING
FORT PIERCE, FL

DRAWING NAME
MATERIALS

PROJECT NUMBER: 2502
SHEET NUMBER:
A-2.23
PRINT DATE:
5/22/2025 11:03 PM

CITY SUBMISSION 05-22-2025

BOUNDARY & TOPOGRAPHIC SURVEY

FOR: LIVE OAK ESTATES GROUP

LEGAL DESCRIPTION (BY SURVEYOR):

PARCEL A:

BEING A PARCEL OF LAND LYING IN BLOCK 'A', ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 254.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID MAP OF FORT PIERCE, SAID CORNER BEING THE POINT OF BEGINNING; THENCE NORTH 18°44'11" WEST, ALONG THE WEST LINE OF LOTS 2 AND 1 AND EAST RIGHT-OF-WAY LINE OF SAID 2ND STREET A DISTANCE OF 69.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE ALONG SAID BULKHEAD THE FOLLOWING (5) COURSES AND DISTANCES: NORTH 56°42'32" EAST, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°57'23" EAST, A DISTANCE OF 178.28 FEET; THENCE NORTH 74°04'13" EAST, A DISTANCE OF 71.16 FEET; THENCE NORTH 63°51'02" EAST, A DISTANCE OF 224.31 FEET; THENCE NORTH 61°53'56" EAST, A DISTANCE OF 29.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE (A VARIABLE-WIDTH RIGHT-OF-WAY), AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 94003, LAST REVISED OCTOBER 5, 1960; THENCE SOUTH 18°43'54" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 491.42 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 2, AND LOT 3, SAID BLOCK F; THENCE SOUTH 71°16'49" WEST, ALONG SAID EASTERLY PROLONGATION, AND THE SOUTH LINE OF SAID LOT 3, AND 2, A DISTANCE OF 457.21 FEET TO THE POINT OF BEGINNING.

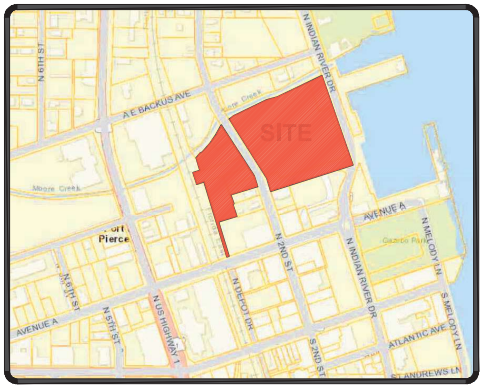
CONTAINING 5.266 ACRES (229,381.98 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL C (WEST):

A PARCEL OF LAND BEING LOTS 5 AND 6 OF BLOCK E, PORTIONS OF LOTS 7 AND 8 OF BLOCK E, A PORTION OF AVENUE B AS SHOWN ON AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 TOGETHER WITH LOT 1 AND THE WEST 3.50 FEET OF LOT 2 OF THE NEW SUBDIVISION BLOCK E OF AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 192, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED SOUTH 71°16'49" WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF BLOCK E' AND ALONG SAID SOUTH LINE, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BLOCK LINE SOUTH 71°25'01" WEST, A DISTANCE OF 8.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AS SHOWN ON THE STATION MAP, SOUTHERN DIVISION, FLORIDA EAST COAST RAILWAY COMPANY FLAGLER SYSTEM STATION 1274+83.7 TO STATION 1279+90.0, DATED SEPTEMBER 6, 1946; THENCE NORTH 18°21'58" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 400.00 FEET A POINT ON THE NORTH LINE OF LOT 7, SAID BLOCK E, SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF AVENUE B', BEING FORMERLY KNOWN AS 'TROPICAL AVENUE' AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 65.00-FOOT-WIDE RIGHT-OF-WAY); THENCE SOUTH 71°16'49" WEST, A DISTANCE OF 43.46 FEET; THENCE NORTH 18°49'01" WEST, A DISTANCE OF 65.00 FEET; THENCE NORTH 71°16'49" EAST, A DISTANCE OF 40.00 FEET; THENCE NORTH 18°49'01" WEST, A DISTANCE OF 72.85 FEET TO A POINT ON THE SOUTH TOP OF BANK OF MOORES CREEK; THENCE ALONG SAID SOUTH TOP OF BANK THE FOLLOWING (4) COURSES AND DISTANCES: NORTH 49°57'34" EAST, A DISTANCE OF 84.50 FEET; THENCE NORTH 33°58'38" EAST, A DISTANCE OF 70.44 FEET; THENCE NORTH 31°08'29" EAST, A DISTANCE OF 82.26 FEET; THENCE NORTH 01°25'47" EAST, A DISTANCE OF 14.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ADJUSTED 2ND STREET (A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY); THENCE SOUTH 32°17'09" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 322.66 FEET TO THE WESTERLY PROLONGATION AND THE SOUTH LINE OF LOT 1, SAID BLOCK E'; THENCE NORTH 71°16'49" EAST, ALONG SAID SOUTH LINE AND THE WESTERLY PROLONGATION THEREOF, A DISTANCE OF 60.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID 2ND STREET; THENCE NORTH 18°44'11" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.93 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID BLOCK E'; THENCE SOUTH 71°16'49" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 146.50 FEET TO A POINT OF INTERSECTION WITH A LINE LYING AND BEING 3.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 2, SAID BLOCK E'; THENCE SOUTH 18°44'11" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID LOT 2, SAID LINE ALSO BEING THE NORTH LINE OF LOT 3, SAID BLOCK E'; THENCE SOUTH 71°16'49" WEST, ALONG SAID NORTH LOT LINE, A DISTANCE OF 3.50 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH 18°44'11" EAST, ALONG THE WEST LINE OF LOTS 3 AND 4 AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 115.00 FEET TO A POINT ON A LINE LYING AND BEING 15.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET, FORMERLY KNOWN AS PALM TERRACE ON THE AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 50.00-FOOT-WIDE RIGHT-OF-WAY); THENCE SOUTH 71°16'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 8, SAID BLOCK E'; THENCE SOUTH 18°44'11" EAST, ALONG SAID PROLONGATED LINE AND WEST LINE OF LOT 8 A DISTANCE OF 186.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.799 ACRES (78,361.87 SQUARE FEET), MORE OR LESS.



ST. LUCIE COUNTY, FLORIDA

VICINITY MAP

NO SCALE

FLIGHT NOTES & ACCURACY REPORT:

1. THIS SITE WAS FLOWN ON DECEMBER 19, 2019, JUNE 10, 2024, AND JANUARY 29, 2025 UTILIZING A DJI PHANTOM 4 PRO SERIES DRONE, WITH DRONE DEPLOY VERSION 2.34.0 FOR FLIGHT PLANNING AND POST PROCESSING.
2. THE FLIGHT WAS CONDUCTED BY CERTIFIED REMOTE PILOT NO. 4297805.
3. HORIZONTAL CONTROL STATEMENT: MAP BASED UPON NORTH AMERICAN DATUM OF 1983 (NAD83), FLORIDA STATE PLANE PROJECTION, EAST ZONE, US SURVEY FEET, FLS3-GP AND UTILIZING EPSG CODE 2236. USE OF FOUND FLAT CONTROL, STATE RIGHT OF WAY POINTS, NGS MONUMENTATION AND/OR SECTIONAL BREAKDOWN WERE USED AS PART OF THE MAPPING PROCESS. DISTANCES SHOWN ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
4. MEASUREMENTS OF DISTANCE, AREA AND VOLUME WITHIN THE SURVEY ARE ACCURATE TO WITHIN 1–3 TIMES THE GROUND SAMPLING DISTANCE (GSD) AS REPORTED BELOW, UNLESS OTHERWISE NOTED. USE OF GSD ARE AS REQUIRED.
5. FEATURES ARE LIMITED TO THOSE VISIBLE AT TIME OF THE PHOTOGRAPHY AND ARE SUBJECT TO FIELD VERIFICATION BY THE END USER. BUILDING OUTLINES REPRESENT APPROXIMATE ROOF LINE LOCATIONS AS SEEN ON THE AERIAL PHOTOGRAPHY, UNLESS OTHERWISE NOTED.
6. AREAS DESIGNATED AS "OBSCURED" INDICATE THE GROUND IS OBSCURED BY VEGETATION AND/OR SHADOWS. MAPPING WITHIN THESE AREAS MAY NOT MEET STANDARD ACCURACY.
7. RELATIVE ACCURACY:
   - GROUND SAMPLING DISTANCE (GSD) RANGE= 0.21 IN/PIXEL
   - TOTAL (RMSE) Xc 0.0012 Yc 0.0014 Zc 0.0001

GROUND CONTROL DATA:

LABEL	X ERROR (INCHES)	Y ERROR (INCHES)	Z ERROR (INCHES)
1	−0.0799	0.136	0.2795
2	0.0845	−0.0472	−0.2008
3	−0.0433	0.0906	0.0906
4	0.0748	−0.0591	−0.232
5	−0.0869	0.2441	0.0591
6	0.189		0.2677
7	0.1197	−0.1969	−0.1457
8	0.0394	0.0197	−0.0748
9	−0.1496	−0.0984	−0.2008
10	0.0906	−0.0394	0.1024
11	−0.1811	−0.0394	0.0748

SHEET INDEX:

1 VICINITY MAP & NOTES
2 MAP SHEET

SURVEYORS NOTES AND REPORT:

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC. IT IS A VIOLATION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
2. THE LAST DATE OF FIELD WORK WAS JANUARY 28, 2025.
3. UNLESS OTHERWISE NOTED HEREON, IT IS ASSUMED BY THE CLIENT, A TITLE SEARCH FOR THIS PROPERTY HAS NOT BEEN ABSTRACTED TO SHOW MATTERS OF RECORD SUCH AS EASEMENTS OR OTHER ENCUMBRANCES OR RESTRICTIONS.
4. PARCELS CONTAIN A TOTAL OF 7.1 ACRES, MORE OR LESS.
5. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH BOUNDARY LINE OF PARCEL "A" PER THE LINE LABELED AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
6. THIS BOUNDARY SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM-EAST ZONE, NAD 83 (1990).
7. SUB-SURFACE IMPROVEMENTS INCLUDING UNDERGROUND UTILITIES, UTILITY SERVICES, WERE NOT LOCATED AS PART OF THIS SURVEY.
8. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
9. IN ORDER TO CLEARLY REPRESENT THE GRAPHICAL INFORMATION DERIVED FROM THIS SURVEY, IT MAY BE NECESSARY 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.
10. 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.
11. 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.
12. THE SURVEYOR HAS NOT BEEN PROVIDED WITH ANY DEEDS OR SURVEYS FOR ADJACENTS INTO THE REALIGNED PORTION OF N. 2ND STREET. THIS SURVEYOR HAS NO KNOWLEDGE OF ANY RIGHT OF WAY DEDICATION FOR THIS REALIGNMENT AND IT IS UNCLEAR IF THIS TRIANGULAR PORTION HAS BEEN TAKEN FOR RIGHT OF WAY OR IS RETAINED AS OWNERSHIP.
13. MOORE'S CREEK AND PLATTED RIVER BANK HAVE BEEN DIGITIZED FROM THE PLAT OF AARON LEE'S MAP OF FORT PIERCE, FLORIDA, PER PLAT BOOK 1, PAGE 189, AND ARE FOR INFORMATIONAL PURPOSES ONLY.
14. FLOOD ZONE LINES SHOWN HEREON ARE APPROXIMATE AND ARE BASED ON F.E.M.A. FIRM NO. 12111C0179K, DATED FEBRUARY 19, 2020. THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATE IN FLOOD ZONES X, ZONE X (0.2% ANNUAL CHANCE FLOOD HAZARD), AE-4 & AE REGULATORY FLOODWAY AT THIS TIME. THE EXACT DESIGNATION CAN ONLY BE DETERMINED BY AN ELEVATION CERTIFICATE.

Michael T Owen Digitally signed by Michael T Owen
Date: 2025.05.16 16:29:52 -04'00'

MICHAEL T. OWEN, PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5058

DATE OF MAPS

ENGINEERS ● SURVEYORS
ENVIRONMENTAL
10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
FAX: CERTIFICATE OF AUTHORIZATION #00
LAND SURVEYING BUSINESS OF AUTHORIZED BUSINESS

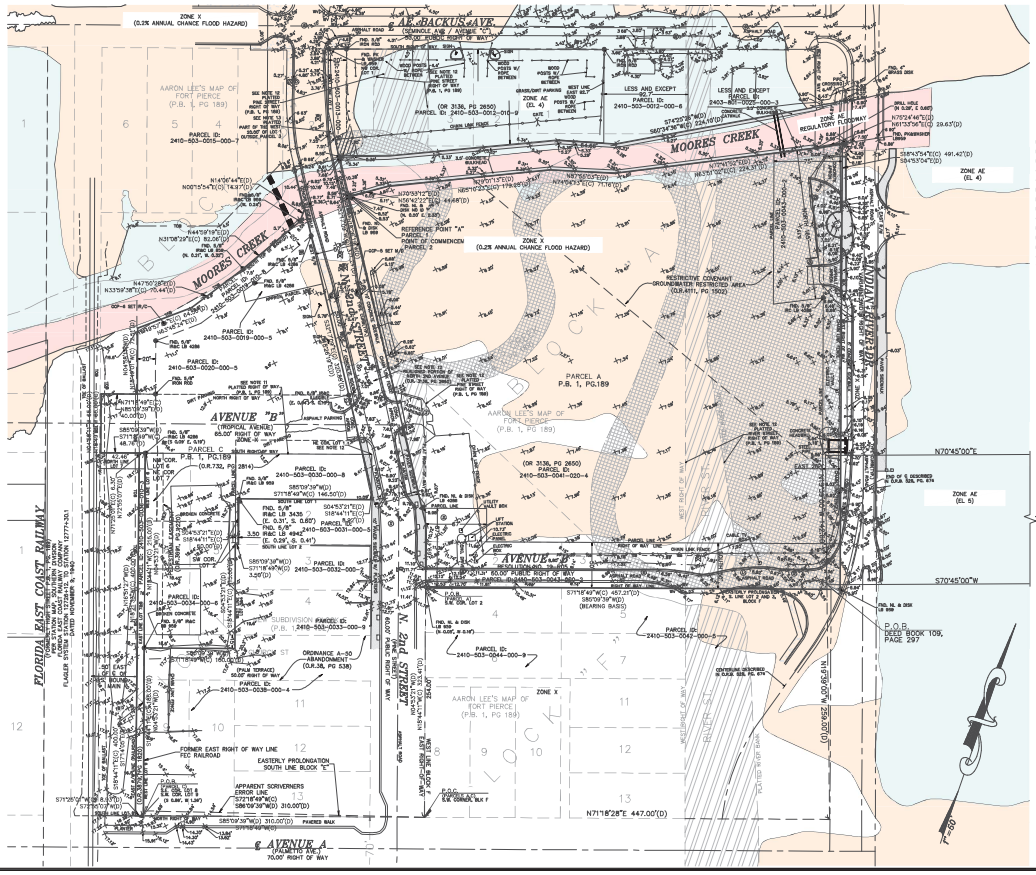
BOUNDARY & TOPOGRAPHIC SURVEY
FOR: LIVE OAK GROUP ESTATES
RECORD INFORMATION
SEC. 10, TWNSHP. 35 SOUTH, RGE. 40 EAST
SAINT LUCIE COUNTY, FLORIDA

ENGINEERS ● SURVEYORS
ENVIRONMENTAL
10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455

25-114

BOUNDARY & TOPOGRAPHIC SURVEY

FOR: LIVE OAK ESTATES GROUP



GRAPHIC SCALE

50 0 25 50 100 120

(IN FEET)
1 inch = 50 ft.

ABBREVIATION & SYMBOL LEGEND

FND = FOUND
NL = NAIL
ID = IDENTIFICATION
(C) = CALCULATED
(D) = DEED
FEC = FLORIDA EAST COAST
IR&C = IRON ROD & CAP
LB = LICENSED BUSINESS
O.R. = OFFICIAL RECORDS BOOK
PG. = PAGE
PK = PARKER & CAYLON
P.B. = PLAT BOOK
CL= CENTERLINE
WV = WATER VALVE

= AT&T RISER
= BACK FLOW PREVENTER
= BENCH
= BENCHMARK
= BIKE RACK
= CABLE RISER
= CABLE/TV HANDHOLD
= CATCH BASIN
= CLEAN OUT
= CONCRETE LIGHT POST
= CONCRETE POWER POLE
= CONCRETE POWER POLE W/STREET LIGHT
= CONCRETE SIGNAL LIGHT POLE
= DECORATIVE LIGHT POST
= DIAMETER
= DRAINAGE MANHOLE
= ELECTRIC BOX
= ELECTRIC HAND HOLE
= ELECTRIC METER
= ELECTRICAL PANEL
= EXISTING ELEVATION
= FIBER OPTIC RISER
= FIBER OPTIC VAULT
= GROUND LIGHT
= GUARD RAIL
= GUY WIRE ANCHOR
= HYDRANT
= IRRIGATION CONTROL VALVE
= IRRIGATION PUMP
= IRRIGATION VALVE
= LIGHT POST
= MAILBOX
= METAL LIGHT POST
= MONITORING WELL
= OVERHEAD WIRE
= PARKING METER
= RECLAIMED WATER VALVE
= SANITARY VALVE
= SET IRON ROD WITH CAP "L.B. 6599"
= SET NAIL AND DISK "L.B. 6599"
= SIGN
= SPIGOT
= SPRINKLER VALVE
= STREET SIGN
= WATER SERVICE METER
= CURB INLET
= WATER VALVE
= WOOD POLE STREET LIGHT
= WOOD POWER POLE
= TRAFFIC HANDHOLD
= UNKNOWN HANDHOLD
= UNKNOWN RISER BOX
= BLUE PAINT MARKS
= RED PAINT MARKS
= GREEN PAINT MARKS
= ORANGE PAINT MARKS
= WHITE PAINT MARKS
= AIR RELEASE VALVE
= FPL MANHOLE
= UNKNOWN TYPE MANHOLE
= SANITARY MANHOLE
= STORMWATER DRAINAGE MANHOLE

FLOOD ZONE LEGEND:

ZONE X
ZONE AE (BASEFLOOD ELEVATION 5')
ZONE X (2% ANNUAL CHANCE FLOOD HAZARD)
ZONE AE REGULATORY FLOODWAY

EDC
ENGINEERS ● SURVEYORS
ENVIRONMENTAL
10250 VILLAGE PARKWAY
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BOUNDARY & TOPOGRAPHIC SURVEY
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SAINT LUCIE COUNTY, FLORIDA

EDC
10250 VILLAGE PARKWAY
UNIT 201
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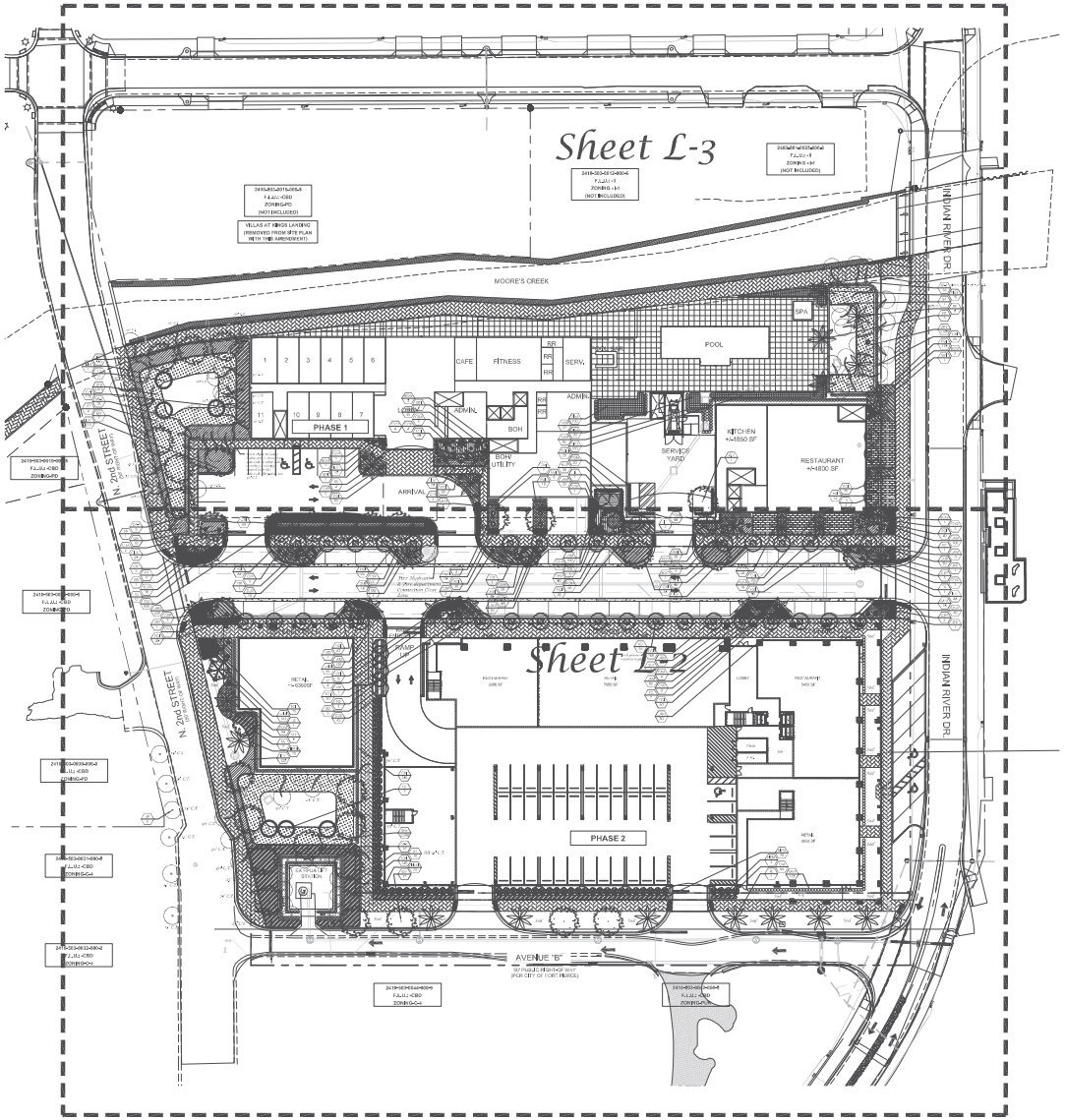
772-462-2455

25-114



Sheet Legend

Sheet L-1	Key Sheet
Sheet L-2	Landscape Plan-South Section
Sheet L-3	Landscape Plan-North Section
Sheet L-4	Landscape Data, Plant List, Details & Specifications

General Notes

1. No plant substitutions can be made without the City of Fort Pierce's approval.
2. All required landscape improvements must be inspected and approved by the City prior to the issuance of a Certificate of Occupancy.
3. Any existing landscaping, sod, or irrigation damaged or destroyed during the construction shall be replaced prior to the final inspection.
4. All prohibited exotic and invasive species shall be removed from the entire site prior to issuance of certificate of occupancy.
5. Planting adjacent to fire hydrants is to have a minimum clear radius of 7.5' as required by the NFPA Uniform Fire Code Florida Edition 18.3.4.1 Hydrants. All fire hydrants and fire check valves shall have a minimum of 7.5' from the front and sides with 4' from the rear to all landscape material per the Florida Fire Prevention Code.

Phasing Notes

1. No landscaping in Phase 1 will be installed until after the construction of the adjacent future phased buildings. This is to prevent the damage of the landscaping in the surrounding shared areas until all construction is complete.

ELECTRONIC SIGNATURE AND SEAL
Registered Landscape Architect
Jeffrey W. Smith, RLA
LA0001635
Prepared, Reviewed & Supervised By:
Conceptual Design Group, Inc.
900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2240

Jeffrey W Smith
2025.08.07 19:12:11 -04'00'

Landscape Plan

Phase I

North
Scale: 1" = 40'
0 20' 40' 80'

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2240
LC: 26000198

King's Landing

Indian River Drive - Avenue B - 2nd Street
City of Fort Pierce, Florida

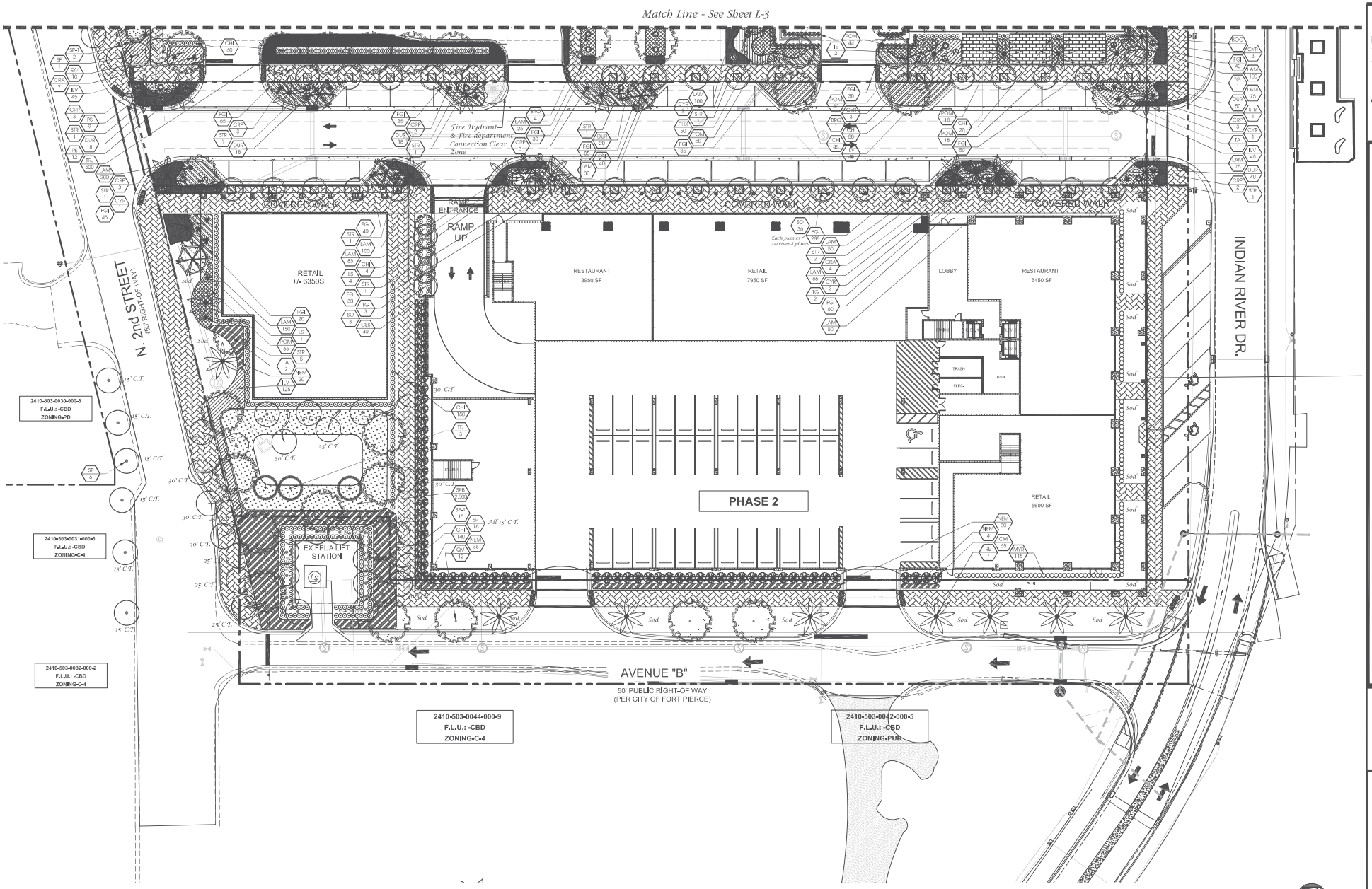
City Project Number:
21-07000006

Jeffrey W. Smith, RLA
Florida Registration Number
LA 0001635

Job No.	21-0201
Drawn By	JWS
Submittal Dates	3-25-2021
8-26-2021	8-18-2022
2-21-2023	5-21-2025
	8-7-2025
Revision Dates	
City Comments #1	8-26-2021
Phase Lines	8-18-2022
City Comments #2	2-21-2023
New Base	5-21-2025
New Base	8-7-2025

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Sheet L-1 of 4



Landscape Plan

Phase I

Conceptual Design Group, Inc.

Landscape Architecture - Site Planning

900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340
LC: 26000198

King's Landing

Indian River Drive - Avenue B - 2nd Street

City of Fort Pierce, Florida

City Project Number: 21-07000006

Jeffrey W. Smith, RLA
Florida Registration Number: LA0001655

Job No.	21-0201
Drawn By	JWS
Submittal Dates	5-25-2021
	8-26-2021 8-18-2022
	2-21-2023 5-21-2025
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City Comments #1	8-26-2021
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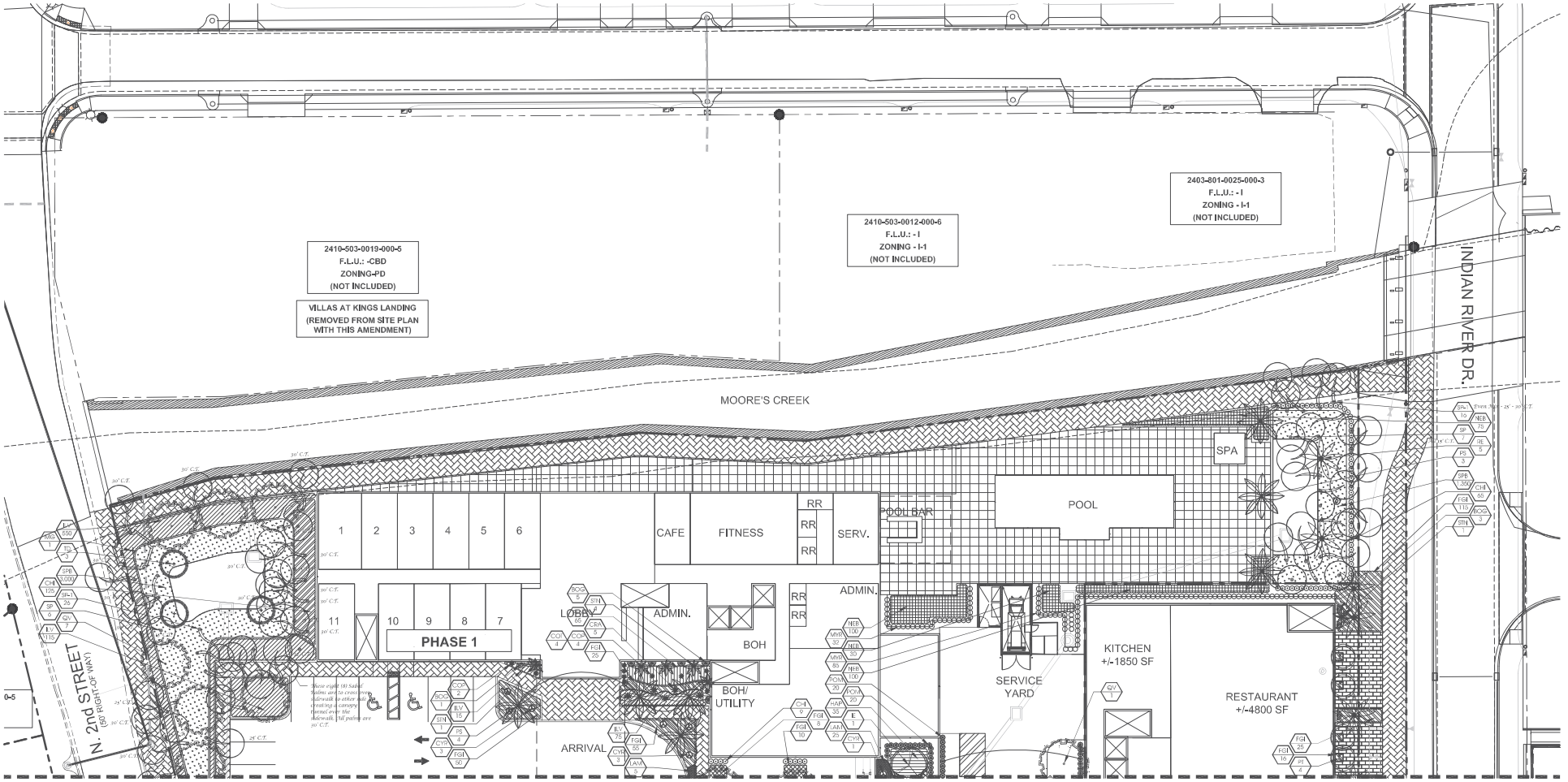
Sheet L-2 of 4



Landscape Plan

Phase I

North

Scale: 1" = 20'

0 10' 20' 40'

Conceptual Design Group, Inc.

Landscape Architecture - Site Planning

900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340
LC: 26000198

King's Landing

Indian River Drive - Avenue B - 2nd Street

City of Fort Pierce, Florida

City Project Number:
21-07000006

Jeffrey W. Smith, RLA
Florida Registration Number
LA 0001635

Job No.	21-0201
Drawn By	JWS
Submittal Dates	3-25-2021
8-26-2021	8-18-2022
2-21-2023	5-21-2025
	8-7-2025
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New Base	5-21-2025
New Base	8-7-2025

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Landscape Specifications

1. All tree and plant material to be Florida No. 1 or better, as classified in "Grades and Standards for Nursery Plants", Part 1 and Part II, State of Florida, Dept. of Agriculture, Tallahassee. All plants not listed in "Grades and Standards for Nursery Plants" shall conform to a Florida No. 1 as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species.
2. Undersizing or substitution of one species or cultivar for another species is a breach of contract and will be "Rejected" at the time of final landscape inspection unless approved by Landscape Architect.
3. Project Warranty: All plant material shall be warranted for a period of one (1) year after date of substantial completion against defects, including death and unsatisfactory growth, except for defects resulting from abuse or damage by others or unusual phenomena or incidents which are beyond the contractor's control.
4. Any and all conditions which the contractor feels will be detrimental to the success of the planting shall be brought to the owner or representative's attention.
5. The contractor shall verify the location of underground utilities prior to commencing work on any project area.
6. Mulch planting areas with 3" layer of Melaleuca, Eucalyptus, or Enviromulch. Cypress Mulch is NOT ACCEPTABLE. Planting beds to receive mulch throughout entire bed area.
7. All plants to be set to ultimate grade. No filling will be permitted around trunks or stems. Mulch to be kept a minimum of 2" away from trunks and stems.
8. Planting trees and shrubs: Excavate hole per planting detail. When plant is set, place additional backfill consisting of a 50% mixture of Peat humus and natural soil around the base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Water again after placing final layer of backfill and before installing mulch.
9. Guy and stake trees in 3 directions with galvanized wire, through flexible hose chafing guards, with wooden stake anchors immediately after planting. (See Detail)
10. Trees and shrubs shall be fertilized with a complete natural organic fertilizer with a ratio of approximately 3:02 or 3:03 (e.g., one labeled 15-0-0). Similar analysis such as 16-0-8 (4:0:2) can also be used. Fertilizers that are slow release, controlled release, sulphur coated or with nitrogen as ISOU or ureaformaldehyde have extended release period. Thirty to fifty percent of the nitrogen should be water insoluble or slow release.

Palms should receive a complete granular fertilizer formulated for palms ("Palm Special") at a rate of 5 to 8 lbs. per palm.

Agriform 20-5-8 twenty-one gram planting tablets may be substituted for granular fertilizer, if utilized, the following rates shall be utilized: Position plant in hole, Backfill halfway up the rootball, Place table(s) beside rootball about 1" from root tips. Do not place table(s) in bottom of hole.

1 Gallon 1 Tablet
3 Gallon 2 Tablets
25 Gallon & B&B Trees 2 per 1" caliper

11. All planting areas and sod to be irrigated to provide 100% coverage. Shop drawings to be submitted by the irrigation contractor for approval prior to installation.
12. Maintain trees, shrubs, and other plants by watering, cultivating, and weeding as required for healthy growth. Restore planting saucers and mulch. Tighten and repair stake and guying and reset trees and shrubs to proper grade or vertical position as required. Spray as necessary to keep trees and shrubs free of insects and disease. The contractor shall begin maintenance immediately after planting and shall continue maintenance through final acceptance when Certificate of Occupancy is issued to the General Contractor by City and project is released by the General Contractor to Client.
13. Prune trees and shrubs only to remove damaged branches as directed by the Landscape Architect.
14. Planting Lawns: Provide clean, strongly rooted, uniformly sized strips of Stenotaphrom secundatum Floritam (unless otherwise noted); machine stripped not more than 24 hours prior to laying. Grade and roll prepared lawn surface, Water thoroughly but not to create muddy soil conditions. Lay sod strips with tight joints, roll or tamp lightly, and water thoroughly.
15. Maintain positive drainage, no planting is to block drainage.
16. Drainage Testing
Prior to planting of trees, palms, and specimen material, each planting pit shall be tested in the following manner to verify adequate drainage.
A) Dig each planting pit to the minimum specified size.
B) Fill the planting pit with (12") twelve inches of water. If the water level in the planting pit drops (4") four or more inches within (4) four hours, the drainage is sufficient and a drainage channel is not required. If the water level drops less than (4") four inches within the (4) four hour period, then a drainage channel is required.
C) When a drainage channel is required, the drainage channel must extend down through the non porous soil and into porous soil. (See Drainage Testing Detail)
D) Discard all material removed from the drainage channel.
E) When backfilling the planting pit, add coarse gravel to the drainage channel. Also, care must be taken to keep the consistency of the soil mix the same throughout the planting pit.

NOTES:
1. Contractor to include drainage testing for all trees and palms in bid. If drainage is inadequate, the soil specification in item #6 above shall be revised for site conditions. Contractor shall notify the Owner and Landscape Architect of poor drainage conditions in writing and written direction will be provided to the contractor of appropriate soil mixture specification to be used.
2. All fertilizers shall meet the City of Fort Pierce's fertilizer ordinance.

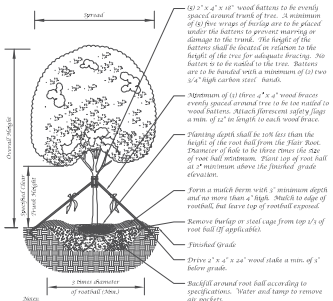
Plant List

QTY	SYM	SPECIES	COMMON NAME/DESCRIPTION	SIZE	SPACING	REMARKS
		CANOPY / ORNAMENTAL TREES				
3	IE	ILEX x ATTENUATA 'EAGLESTON'	EAGLESTON HOLLY	14' x 5', 2.5" CAL.	A.S.	FULL CANOPY, LIMB-UP 3'
5	LS	LAGERSTROEMIA SPECIOSA	QUEEN'S CREPE MYRTLE	14' x 5', 2.5" CAL.	A.S.	FULL CANOPY, LIMB-UP 3'
1	MG*	MAGNOLIA GRANDIFLORA	D.D. BLANCHARD SOUTHERN MAGNOLIA	14' x 5', 2.5" CAL.	A.S.	FULL CANOPY, LIMB-UP 3'
30	QV*	QUERCUS VIRGINIANA	LIVE OAK	100 GALLON, 16' x 6', 3.5" CAL.	A.S.	FULL CANOPY, 5' C.T. MIN.
3	TA	TABEBUIA AUREA	YELLOW TABEBUIA	14' x 5', 2.5" CAL.	A.S.	FULL CANOPY, CHARACTER SPECIMEN
6	TG	TIBOUCHINA GRANULOS	TIBOUCHINA STANDARD	930, 6' x 4'	A.S.	FULL CANOPY, LIMB-UP 3'
6	TD*	TAXODIUM DISTICHUM	BALD CYPRESS	14' x 5', 2.5" CAL.	A.S.	FULL CANOPY, LIMB-UP 3'
		PALMS				
39	AA	ARCHONTOPHOENIX ALEXANDRAE	KING ALEXANDER PALM	15' C.T.	A.S.	MATCHED SPECIMEN, THICK TRUNKS
68	CM	CARYOTA MITIS	FISHTAIL PALM	915, 3' x 2'	A.S.	FULL & THICK
16	PS	PHOENIX SYLVESTRIS	SYLVESTER PALM	10' C.T.	A.S.	MATCHED SPECIMEN, THICK TRUNKS
4	PT	PTYCHOSPERMA ELEGANS	ALEXANDER PALM	10' C.T., DOUBLE TRUNKS	A.S.	MATCHED SPECIMEN, THICK TRUNKS
24	RE*	ROYSTONEA ELATA	ROYAL PALM	15' C.T.	A.S.	MATCHED SPECIMEN, THICK TRUNKS
36	SP*	SABAL PALMETTO	SABAL PALM	SEE PLAN	A.S.	SLICK TRUNKS
59	SP-1*	SABAL PALMETTO	SABAL PALM	SEE PLAN	A.S.	SLICK CURVED TRUNKS
		LARGE SHRUBS / ACCENTS				
5	BRO	BRONELIAD ALCANTAREA IMPERIALIS	ALCANTAREA IMPERIALIS BROMELIAD	915, 2' x 2'	A.S.	TO BE SELECTED BY OWNER
40	CES*	CONOCARPUS ERECTUS VAR. SERICEUS	SILVER BUTTONWOOD	93, 1.5' x 1.5'	2' O.C.	FULL & THICK
678	CHI*	CHRYSOBALANUS ICACO	COCOPLUM	93, 1.5' x 1.5'	2' O.C.	FULL & THICK
11	CRA*	CRINUM ASIATICUM	CRINUM LILY	915, 36" x 36"	A.S.	FULL, SPECIMEN
22	CIP	CRINUM AUGUSTUM	QUEEN EMMA SUPREME	915, 36" x 36"	A.S.	FULL, SPECIMEN
6	COP	CORDYLINE TERMINALIS 'PURPLE PRINCE'	PURPLE PRINCE TI PLANT	97, 3.5' O.A.	A.S.	FULL, SPECIMEN
4	COT	CORDYLINE TERMINALIS 'HAWAIIAN'	HAWAIIAN TI PLANT	97, 3.5' O.A.	A.S.	FULL, SPECIMEN
17	CYR	CYCAS REVOLUTA	KING SAGO	915, 36" x 36"	A.S.	FULL, SPECIMEN
35	HAP*	HAMELIA PATENS	FIREBUSH	93, 1.5' x 1.5'	2' O.C.	FULL & THICK
232	MYR*	MYRICANTHES FRAGRANS	SIMPSON STOPPER	93, 1.5' x 1.5'	2' O.C.	FULL & THICK
115	PHX	PHILODENDRON 'XANADU'	PHILODENDRON 'XANADU'	93, 1.5' x 1.5'	2' O.C.	FULL & THICK
265	POM	PODOCARPUS MAKII	PODOCARPUS	4' OA x 2' SPRD.	2' O.C.	FULL & THICK
6	STN	STRELITZIA NICOLAI	WHITE BIRD OF PARADISE	6' O.A.	A.S.	FULL, SPECIMEN
17	STR	STRELITZIA REGINEA	ORANGE BIRD OF PARADISE	915, 3' x 3'	4' O.C.	FULL, SPECIMEN
		NED. SHRUBS / GROUNDCOVERS / VINES				
10	BOG	BOUGAINVILLEA 'BARBARA KARST'	BOUGAINVILLEA 'BARBARA KARST - RED'	5' O.A., SPEC.	A.S.	FULL, ATTACH TO WALL
164	DUR	DURANTA ERECTA	GOLD MOUND	93, 12" x 12"	24" O.C.	FULL & THICK
1,197	FGI	FICUS MICROCARPA 'GREEN ISLAND'	FICUS GREEN ISLAND	93, 1.5' x1.5'	24" O.C.	FULL & THICK
1,910	ILV*	ILEX VOMITORIA	DWARF YAUPON HOLLY	93, 12" x 12"	24" O.C.	FULL & THICK
1,155	LAM	LANTANA MONTEVIDENSIS	PURPLE LANTANA	91, 8" x 8"	24" O.C.	FULL & THICK
305	NEB*	NEPHROLEPIS EXALTATA	BOSTON FERN	91, 8" x 8"	36" O.C.	FULL & THICK
89	NEM*	NEPHROPHYLIS BISERRATA	MACHO FERN	91, 8" x 8"	48" O.C.	FULL & THICK
6,850	SPB*	SPARTINA BAKERI	SAND CORDGRASS	LINER	12" O.C.	FULL & THICK
500	TRJ	TRACHELOSPERMUM ASIATICUM	ASIAN JASMINE	91, 8" x 8"	18" O.C.	FULL & THICK
	SOD	STENOTAPHRUM SECUNDATUS	ST. AUGUSTINE SOD			SEE SPECS
		* = FLORIDA NATIVE				

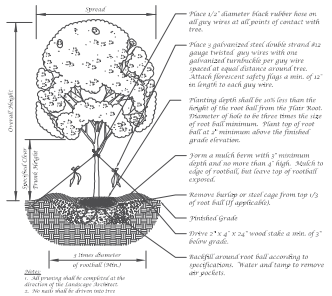
Dry Retention Areas

INSTALL PER MANUFACTURER'S SPECIFICATIONS "COIR MAT 900" COCONUT MAT ("OR EQUAL") TO STABILIZE THE SLOPES OF THE DRY RETENTION AREA TO PREVENT EROSION. BOTTOM OF DRY RETENTION AREA REQUIRES NO MAT. BOTTOM OF DRY RETENTION AREA SHALL BE PLANTED WITH BAHIA SOD. ALL SLOPES SHALL BE PLANTED WITH SPARTINA BAKERI 12" ON CENTER. MAT SHALL EXTEND 3' INTO THE BOTTOM AND 3' PAST THE TOP OF BANK ON THE SIDE SLOPES, (UNDER THE ADJACENT PLANTINGS).

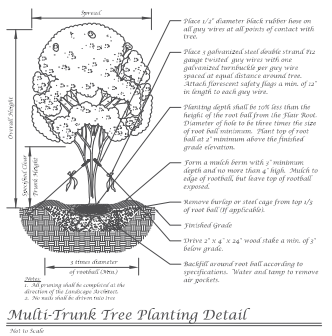
Landscape Details



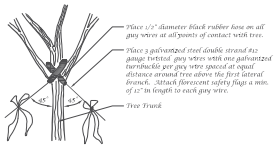
Large Tree Planting Detail (5" Caliper or Greater)
Not to Scale



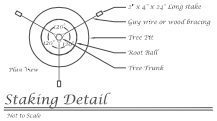
Tree Planting Detail
Not to Scale



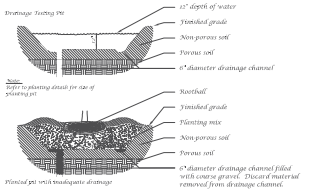
Multi-Trunk Tree Planting Detail
Not to Scale



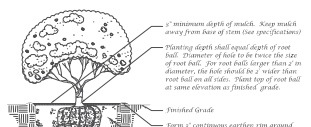
Guy Wire Attachment Detail
Not to Scale



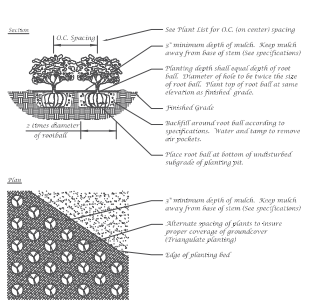
Staking Detail
Not to Scale



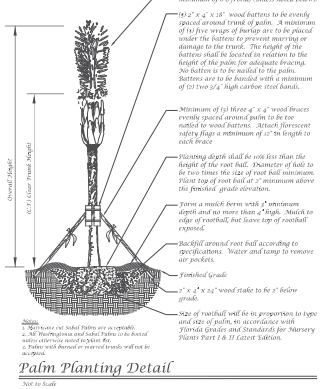
Drainage Testing Detail
Not to Scale



Shrub Detail
Not to Scale



Ground Cover Detail
Not to Scale



Palm Planting Detail
Not to Scale

Landscape Plan

Phase I

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340
LC: 26000198

King's Landing
Indian River Drive - Avenue B - 2nd Street
City of Fort Pierce, Florida

City Project Number:
21-0700006

Jeffrey W. Smith, RLA
Florida Registration Number:
LA 0001635

Job No.	21-0201
Drawn By	JWS
Submittal Dates	3-25-2021
8-26-2021	8-18-2022
2-21-2023	5-21-2025
	8-7-2025
Revision Dates	
City Comments #1	8-26-2021
Phase Lines	8-18-2022
City Comments #2	2-21-2023
New Base	5-21-2025
New Base	8-7-2025

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Sheet L-4 of 4

February 02, 2021

Dale Matteson
Audubon Development
184 Sunset Ave #38
Palm Beach, FL 33480

VIA Email: dale@audubondevelopment.com

Reference: **Environmental Assessment**
Kings Landing Redevelopment
Fort Pierce, St. Lucie County, FL

Dear Mr. Matteson,

EDC, Inc. (EDC) has completed this Environmental Assessment (EA) for the below referenced properties. The purpose of this evaluation was to conduct a review of the below listed parcels by means of site visit, review of available aerial photography, listed species review, review of soil resources, and review of environmental regulation pertaining to these parcels.

Parcel ID	Parcel Address	Acreage	Current FLU	Current Zoning
2410-503-0041-020-4	322 N. 2nd Street	5.27	I	LI
2410-503-0012-010-9	125 A E Backus Avenue	0.69	I	LI
2410-503-0020-000-5	N 2nd Street	0.41	I	LI
2410-503-0034-000-6	218 Avenue B	0.494	I	LI
2410-503-0019-000-5	N 2nd Street	0.1	I	LI
2410-503-0030-000-8	N. 2nd Street	0.169	I	LI
TOTAL ACRES:		**7.13**		

The following report details the findings of our on-site and desktop investigations of the properties as they pertain to City of Fort Pierce regulations.

Please contact the undersigned if you have any questions regarding this report.

Respectfully submitted,
EDC, Inc.

Anthony A. Adams, BS
Sr. Biologist | Certified Arborist

ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL

ENVIRONMENTAL ASSESSMENT

North 2nd Avenue and E Backus Street
Fort Pierce, St. Lucie County, FL

Date: February 01, 2021
Project # 19-361

Prepared For:
Dale Matteson
Audubon Development
184 Sunset Ave #38
Palm Beach, FL 33480
dale@audubondevelopment.com

Prepared By:
EDC, Inc.
10250 SW Village Parkway
Port St Lucie, Florida 34987
(772) 223-5200

The subject property evaluated as part of this Environmental Assessment consists of an approximately 7.13 acres, divided between six (6) parcels:

Parcel ID	Parcel Address	Acreage	Current FLU	Current Zoning
2410-503-0041-020-4	322 N. 2nd Street	5.27	I	LI
2410-503-0012-010-9	125 A E Backus Avenue	0.69	I	LI
2410-503-0020-000-5	N 2nd Street	0.41	I	LI
2410-503-0034-000-6	218 Avenue B	0.494	I	LI
2410-503-0019-000-5	N 2nd Street	0.1	I	LI
2410-503-0030-000-8	N. 2nd Street	0.169	I	LI
TOTAL ACRES:		**7.13**		

These properties are located at North 2nd Ave, East Backus Street, and 218 Avenue B in Fort Pierce, St Lucie County, Florida. According to the St Lucie County Property Appraiser, the subject property has a land use code of 8000 Light Industrial.

This environmental assessment was completed as a precursor to permitting and review by a governmental agency as an applicable document for the supporting information associated with a building permit or land development application. EDC, Inc. staff visited the property on January 29, 2021 in order to ascertain the status and composition of any critical habitats, such as wetlands and native uplands that may be onsite.

VEGETATION:

It is the opinion of EDC that there is no native upland habitat located on site. The habitat consisted of the following classification; 190 – Open Land with a regularly maintained groundcover.

The following native vegetation was found on site:

Common Name	Species Name
Cabbage Palm	*Sabal Palmetto*
Live Oak	*Quercus virginicus*

The following invasive vegetation was found on site:

Common Name	Species Name
Brazilian Pepper	*Schinus terebinthifolia*
Bahia Grass	*Paspalum notatum*

WETLAND DELINEATION:

According to aerial photographs and site visit, it appears that there are no wetlands on site. Based on the State definition, a wetland consists of three components: 1). Hydric soils. 2). Wetland plants. 3). Hydrologic patterns. These components were not found during the field reconnaissance on the property. At the time of the site reconnaissance, there were no wetland indicators.

A wetland delineation will not be needed.

WILDLIFE EVALUATION:
EDC, Inc. conducted a pedestrian survey throughout the property to investigate for the presence of any plant or animal listed species. No gopher tortoises or any other state or federally listed plant/animal species were found on site.

SOIL COMPOSITION:
Based on a review of the USDA Web Soil the site is composed of:

Urban land- This miscellaneous area is where the natural soil cannot be readily observed. The soils have been generally altered by grading and shaping, or have been covered with 5 to 12 inches of sandy fill material.

SITE HISTORY:
After reviewing aerial images provided by Google Earth and St Lucie County Property Appraiser, it is evident that approximately 3.75 acres, of the largest parcel was used for industrial purposes. Storage tanks, large building structures, and equipment can be seen. The site was demolished in 2008, according to aerials and permit history of the parcel. The parcel and surrounding parcels have remained vacant since the demolition occurred. According to the St Lucie County Property Appraiser, the current property owner is the Fort Pierce Redevelopment Agency.

CITY OF FORT PIERCE REGULATIONS:
The following City of Fort Pierce Land Development Regulations apply to the subject property:

Sec. 123-64. - Permit required.

(a) *Tree removal permit.* No person shall, directly or indirectly, cut down, substantially alter, destroy, remove, relocate, damage or authorize any such act involving a protected tree situated on land within the city, without first obtaining a tree removal permit. But the following activities may be done without applying for a permit:

There are native palms with a clear trunk of 10', based on site observations, as well as large oaks. To remove them, a mitigation plan will be needed as part of a Tree Removal Permit application.

SUMMARY:
It is the professional opinion of EDC that there is no native upland habitat on site. In addition, no wetlands were found on site. Lastly, no gopher tortoises or any other state or federally listed plant/animal species were found on site.

ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL

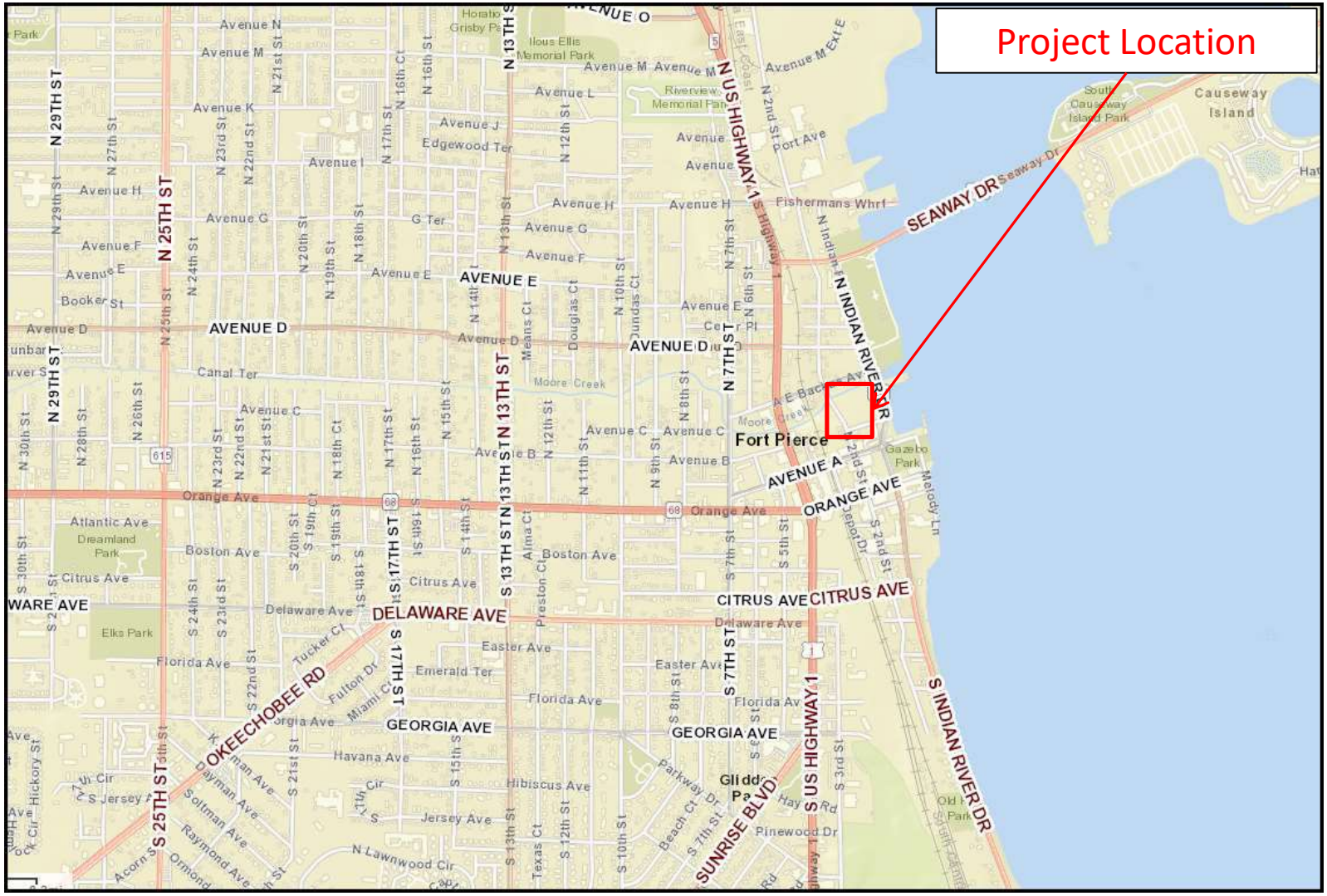
Environmental Site Assessment

North 2nd Street

City of Fort Pierce, FL

Location Map

Project: 19-361	Kings Landing	02/01/2021



ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL

Environmental Site Assessment

North 2nd Street

City of Fort Pierce, FL

Property Appraiser Map

Project: 19-361	Kings Landing	02/01/2021

ENGINEERS SURVEYORS ENVIRONMENTAL

Environmental Site Assessment

North 2nd Street

City of Fort Pierce, FL

Soil Map

Project: 19-361	Kings Landing	02/01/2021

St. Lucie County, Florida (FL111)

St. Lucie County, Florida (FL111)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
47	Urban land, 0 to 2 percent slopes	7.4	100.0%
Totals for Area of Interest		**7.4**	**100.0%**

ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL

Environmental Site Assessment

North 2nd Street

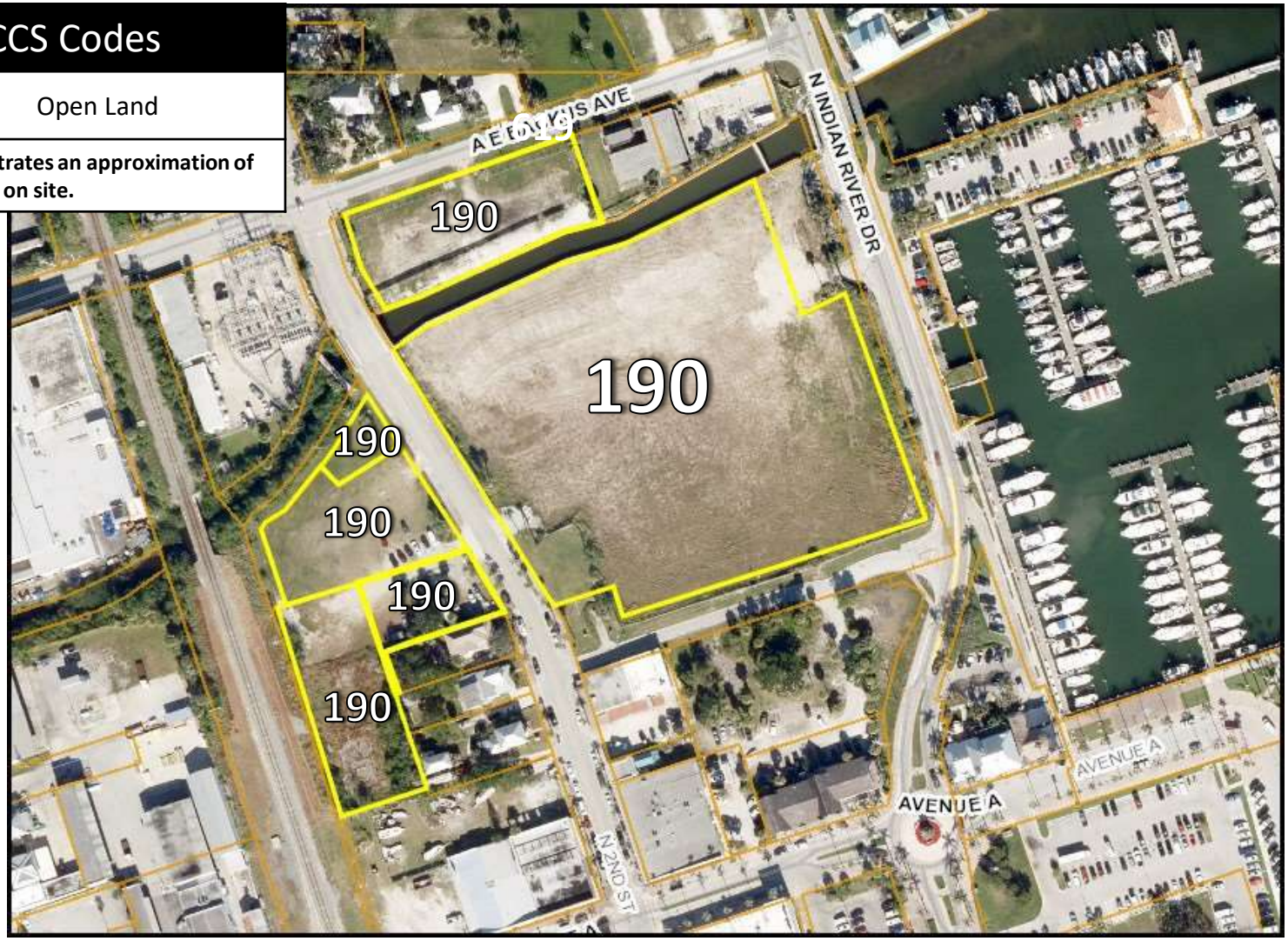
City of Fort Pierce, FL

Florida Land Use, Cover and Forms Classification System (FLUCCS) Map

Project: 19-361	Kings Landing	02/01/2021

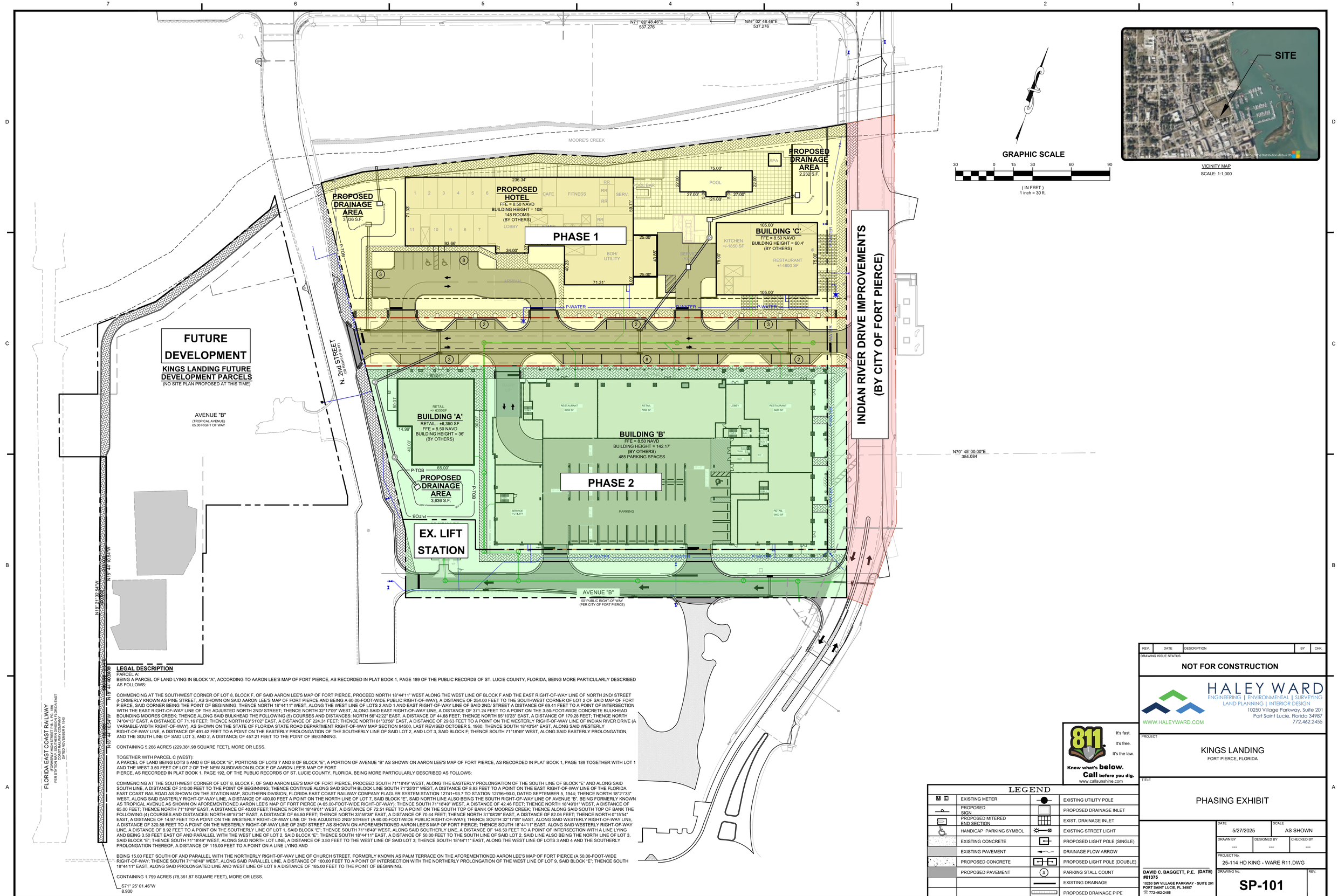
FLUCCS Codes	
190	Open Land

***This map demonstrates an approximation of habitat boundaries on site.**



Traffic Impact Report

The proposed amendment is in line with the initial site plan approval. An updated traffic impact report is N/A.



LEGAL DESCRIPTION

PARCEL A:
BEING A PARCEL OF LAND LYING IN BLOCK "A", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND/ STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 254.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID MAP OF FORT PIERCE, SAID CORNER BEING THE POINT OF BEGINNING; THENCE NORTH 18°44'11" WEST, ALONG THE WEST LINE OF LOTS 2 AND 1 AND EAST RIGHT-OF-WAY LINE OF SAID 2ND/ STREET A DISTANCE OF 69.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND/ STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE ALONG SAID BULKHEAD THE FOLLOWING (5) COURSES AND DISTANCES: NORTH 56°42'22" EAST, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°10'23" EAST, A DISTANCE OF 179.28 FEET; THENCE NORTH 74°04'13" EAST, A DISTANCE OF 71.16 FEET; THENCE NORTH 63°51'02" EAST, A DISTANCE OF 224.31 FEET; THENCE NORTH 61°33'56" EAST, A DISTANCE OF 29.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE (A VARIABLE-WIDTH RIGHT-OF-WAY), AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 94500, LAST REVISED OCTOBER 5, 1960; THENCE SOUTH 18°43'54" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 491.42 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 2, AND LOT 3, SAID BLOCK F; THENCE SOUTH 71°18'49" WEST, ALONG SAID EASTERLY PROLONGATION, AND THE SOUTH LINE OF SAID LOT 3, AND 2, A DISTANCE OF 457.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.266 ACRES (229,381.98 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL C (WEST):
A PARCEL OF LAND BEING LOTS 5 AND 6 OF BLOCK "E", PORTIONS OF LOTS 7 AND 8 OF BLOCK "E", A PORTION OF AVENUE "B" AS SHOWN ON AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 TOGETHER WITH LOT 1 AND THE WEST 3.50 FEET OF LOT 2 OF THE NEW SUBDIVISION BLOCK E OF AARON LEE'S MAP OF FORT
PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 192, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED SOUTH 71°18'49" WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF BLOCK "E" AND ALONG SAID SOUTH LINE, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BLOCK LINE SOUTH 71°25'01" WEST, A DISTANCE OF 8.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AS SHOWN ON THE STATION MAP, SOUTHERN DIVISION, FLORIDA EAST COAST RAILWAY COMPANY FLAGLER SYSTEM STATION 12741+93.7 TO STATION 12796+90.0, DATED SEPTEMBER 5, 1944; THENCE NORTH 18°21'33" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 400.00 FEET A POINT ON THE NORTH LINE OF LOT 7, SAID BLOCK "E", SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF AVENUE "B", BEING FORMERLY KNOWN AS TROPICAL AVENUE AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 65.00-FOOT-WIDE RIGHT-OF-WAY); THENCE SOUTH 71°18'49" WEST, A DISTANCE OF 42.46 FEET; THENCE NORTH 18°49'01" WEST, A DISTANCE OF 65.00 FEET; THENCE NORTH 71°18'49" EAST, A DISTANCE OF 40.00 FEET,THENCE NORTH 18°49'01" WEST, A DISTANCE OF 72.51 FEET TO A POINT ON THE SOUTH TOP OF BANK OF MOORES CREEK; THENCE ALONG SAID SOUTH TOP OF BANK THE FOLLOWING (4) COURSES AND DISTANCES: NORTH 49°57'34" EAST, A DISTANCE OF 64.50 FEET; THENCE NORTH 33°59'38" EAST, A DISTANCE OF 70.44 FEET; THENCE NORTH 31°08'29" EAST, A DISTANCE OF 82.06 FEET; THENCE NORTH 0°15'54" EAST, A DISTANCE OF 14.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ADJUSTED 2ND/ STREET (A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY); THENCE SOUTH 32°17'09" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 320.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 2ND/ STREET AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°44'11" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.92 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID BLOCK "E"; THENCE SOUTH 71°18'49" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 146.50 FEET TO A POINT OF INTERSECTION WITH A LINE LYING AND BEING 3.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 2, SAID BLOCK "E"; THENCE SOUTH 18°44'11" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID LOT 2, SAID LINE ALSO BEING THE NORTH LINE OF LOT 3, SAID BLOCK "E"; THENCE SOUTH 71°18'49" WEST, ALONG SAID NORTH LOT LINE, A DISTANCE OF 3.50 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH 18°44'11" EAST, ALONG THE WEST LINE OF LOTS 3 AND 4 AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 115.00 FEET TO A POINT ON A LINE LYING AND

BEING 15.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET, FORMERLY KNOWN AS PALM TERRACE ON THE AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 50.00-FOOT-WIDE RIGHT-OF-WAY; THENCE SOUTH 71°18'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 9, SAID BLOCK "E"; THENCE SOUTH 18°44'11" EAST, ALONG SAID PROLONGATED LINE AND WEST LINE OF LOT 9 A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.799 ACRES (78,361.87 SQUARE FEET), MORE OR LESS.

LEGEND

M E	EXISTING METER		EXISTING UTILITY POLE
	PROPOSED SIGN		PROPOSED DRAINAGE INLET
	PROPOSED MITERED END SECTION		EXIST. DRAINAGE INLET
	HANDICAP PARKING SYMBOL		EXISTING STREET LIGHT
	EXISTING CONCRETE		PROPOSED LIGHT POLE (SINGLE)
	EXISTING PAVEMENT		DRAINAGE FLOW ARROW
	PROPOSED CONCRETE		PROPOSED LIGHT POLE (DOUBLE)
	PROPOSED PAVEMENT	(#)	PARKING STALL COUNT
			EXISTING DRAINAGE
			PROPOSED DRAINAGE PIPE

811 Know what's below. Call before you dig. It's fast. It's free. It's the law. www.callsunshine.com

REV.	DATE	DESCRIPTION	BY	CHK.

DRAWING ISSUE STATUS
NOT FOR CONSTRUCTION

HALEY WARD
ENGINEERING | ENVIRONMENTAL | SURVEYING
LAND PLANNING | INTERIOR DESIGN
WWW.HALEYWARD.COM
10250 Village Parkway, Suite 201
Port Saint Lucie, Florida 34987
772.462.2455

PROJECT
KINGS LANDING
FORT PIERCE, FLORIDA

TITLE
PHASING EXHIBIT

DATE 5/27/2025 | SCALE AS SHOWN
DRAWN BY --- | DESIGNED BY --- | CHECKED BY ---
PROJECT No. 25-114 HD KING - WARE R11.DWG
DRAWING No. SP-101 | REV.

DAVID C. BAGGETT, P.E. (DATE)
#81375
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

FILE LOCATION: Z:\EDC-2025\25-114 - KINGS LANDING MAIN SITE - BILL WARE\ENGINEERING\CAD\TOCAD\DWG\25-114 HD KING - WARE R11.DWG, 2025.05.27, 4:05 PM

HALEY WARD

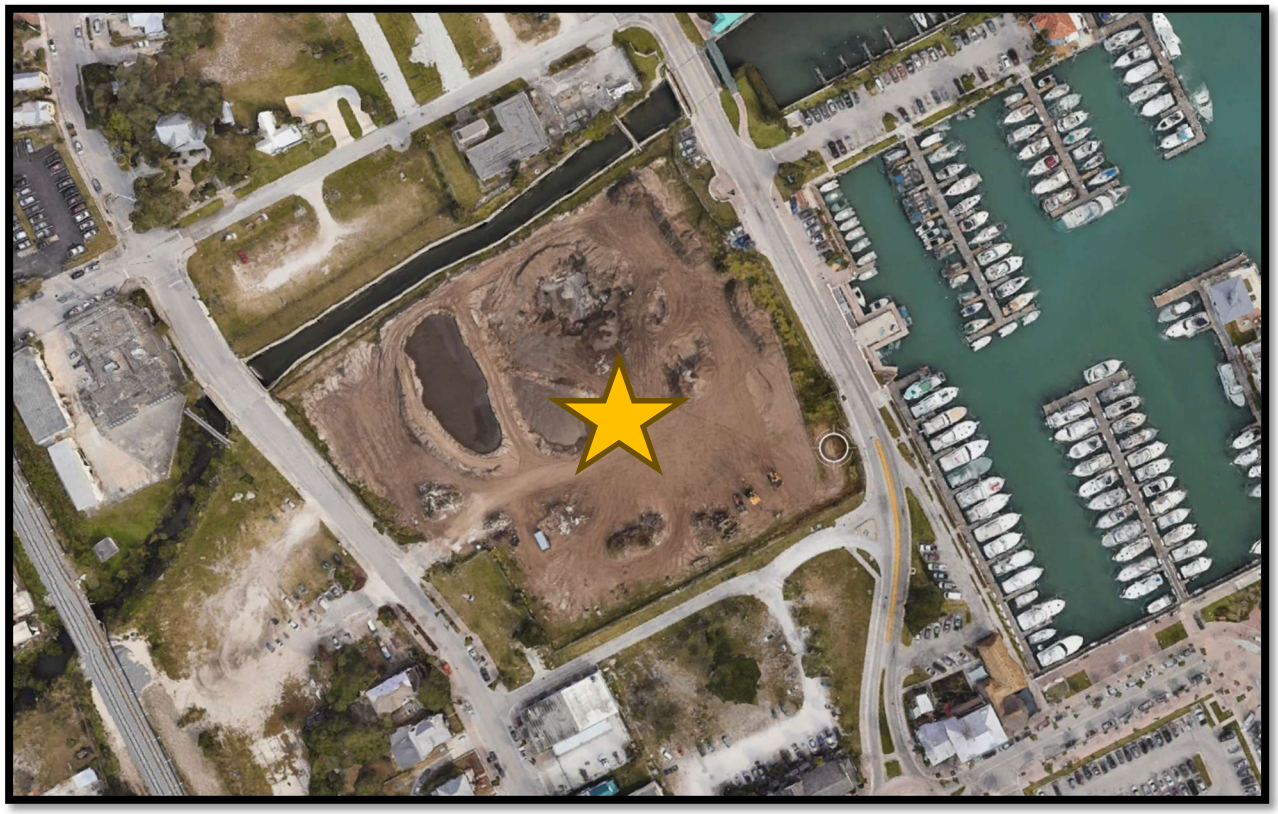
SITE PHOTOS

Kings Landing

Site Plan Amendment

May 27, 2025

Aerial Photo



(Continue to next page)

10250 SW VILLAGE PARKWAY, SUITE 201, PORT ST. LUCIE, FL 34987 772.462.2455 | HALEYWARD.COM

Looking west

Looking east

Looking north

Looking southeast

Kings Landing
Site Plan Amendment
May 15, 2025

Neighborhood – Northwest of Subject Parcels

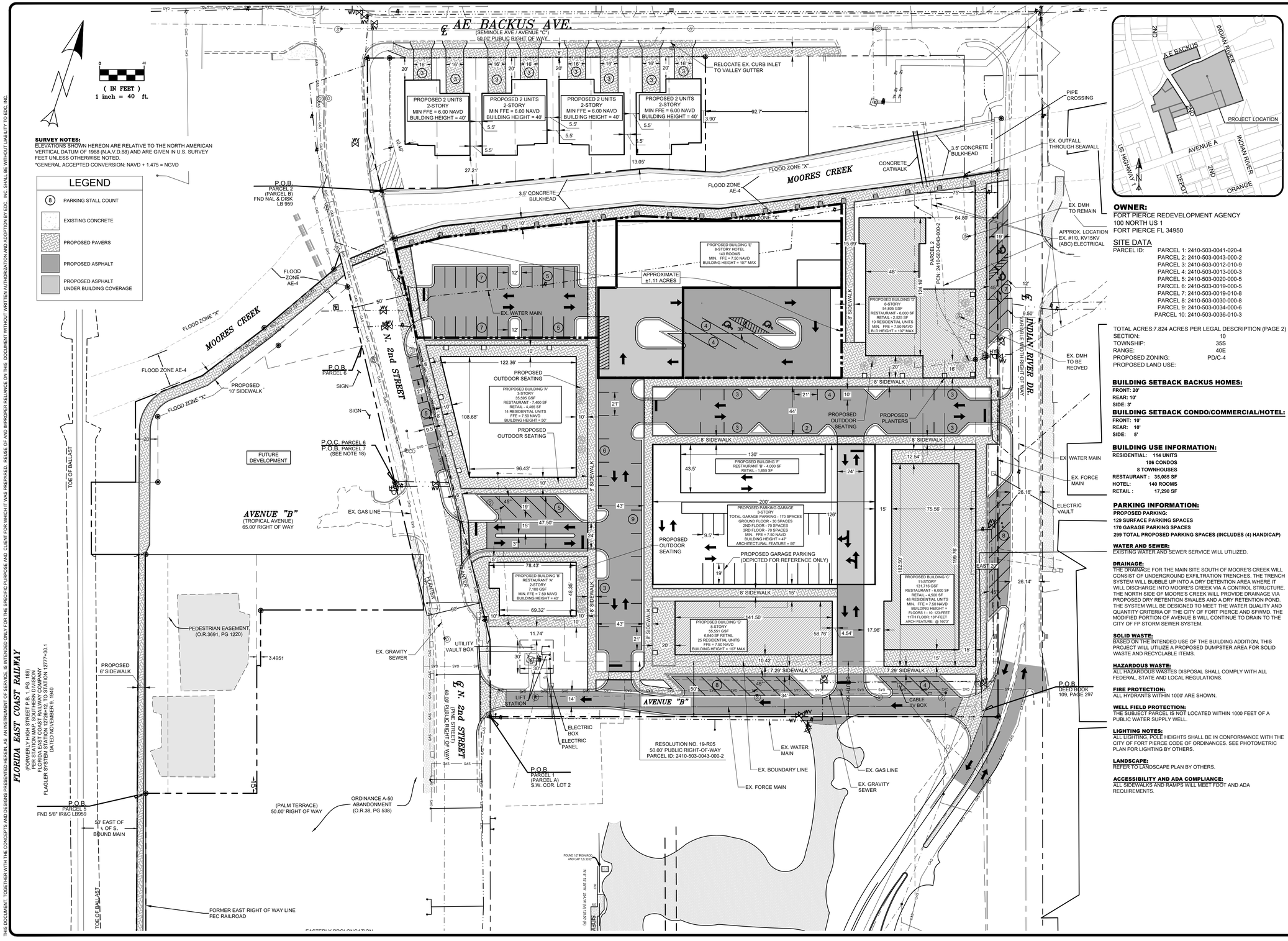
Neighborhood – Northeast of Subject Parcels

10250 SW VILLAGE PARKWAY, SUITE 201, PORT ST. LUCIE, FL 34987 772.462.2455 | HALEYWARD.COM

Neighborhood – South of Subject Parcels

Neighborhood – East of Subject Parcels

Neighborhood –West of Subject Parcel (Main Site)



OWNER:
FORT PIERCE REDEVELOPMENT AGENCY
100 NORTH US 1
FORT PIERCE FL 34950

SITE DATA

PARCEL ID:
PARCEL 1: 2410-503-0041-020-4
PARCEL 2: 2410-503-0043-000-2
PARCEL 3: 2410-503-0012-010-9
PARCEL 4: 2410-503-0013-000-3
PARCEL 5: 2410-503-0020-000-5
PARCEL 6: 2410-503-0019-000-5
PARCEL 7: 2410-503-0019-010-8
PARCEL 8: 2410-503-0030-000-8
PARCEL 9: 2410-503-0034-000-6
PARCEL 10: 2410-503-0036-010-3

TOTAL ACRES:7.824 ACRES PER LEGAL DESCRIPTION (PAGE 2)
SECTION: 10
TOWNSHIP: 35S
RANGE: 40E
PROPOSED ZONING: PD/C-4
PROPOSED LAND USE:

BUILDING SETBACK BACKUS HOMES:
FRONT: 20'
REAR: 10'
SIDE: 3'

BUILDING SETBACK CONDO/COMMERCIAL/HOTEL:
FRONT: 10'
REAR: 10'
SIDE: 5'

BUILDING USE INFORMATION:
RESIDENTIAL: 114 UNITS
106 CONDOS
8 TOWNHOUSES
RESTAURANT : 35,085 SF
HOTEL: 140 ROOMS
RETAIL : 17,290 SF

PARKING INFORMATION:
PROPOSED PARKING:
129 SURFACE PARKING SPACES
170 GARAGE PARKING SPACES
299 TOTAL PROPOSED PARKING SPACES (INCLUDES (4) HANDICAP)

WATER AND SEWER:
EXISTING WATER AND SEWER SERVICE WILL UTILIZED.

DRAINAGE:
THE DRAINAGE FOR THE MAIN SITE SOUTH OF MOORE'S CREEK WILL CONSIST OF UNDERGROUND EXFILTRATION TRENCHES. THE TRENCH SYSTEM WILL BUBBLE UP INTO A DRY DETENTION AREA WHERE IT WILL DISCHARGE INTO MOORE'S CREEK VIA A CONTROL STRUCTURE. THE NORTH SIDE OF MOORE'S CREEK WILL PROVIDE DRAINAGE VIA PROPOSED DRY RETENTION SWALES AND A DRY RETENTION POND. THE SYSTEM WILL BE DESIGNED TO MEET THE WATER QUALITY AND QUANTITY CRITERIA OF THE CITY OF FORT PIERCE AND SFWMD. THE MODIFIED PORTION OF AVENUE B WILL CONTINUE TO DRAIN TO THE CITY OF FP STORM SEWER SYSTEM.

SOLID WASTE:
BASED ON THE INTENDED USE OF THE BUILDING ADDITION, THIS PROJECT WILL UTILIZE A PROPOSED DUMPSTER AREA FOR SOLID WASTE AND RECYCLABLE ITEMS.

HAZARDOUS WASTE:
ALL HAZARDOUS WASTES DISPOSAL SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.

FIRE PROTECTION:
ALL HYDRANTS WITHIN 1000' ARE SHOWN.

WELL FIELD PROTECTION:
THE SUBJECT PARCEL IS NOT LOCATED WITHIN 1000 FEET OF A PUBLIC WATER SUPPLY WELL.

LIGHTING NOTES:
ALL LIGHTING, POLE HEIGHTS SHALL BE IN CONFORMANCE WITH THE CITY OF FORT PIERCE CODE OF ORDINANCES. SEE PHOTOMETRIC PLAN FOR LIGHTING BY OTHERS.

LANDSCAPE:
REFER TO LANDSCAPE PLAN BY OTHERS.

ACCESSIBILITY AND ADA COMPLIANCE:
ALL SIDEWALKS AND RAMPS WILL MEET FDOT AND ADA REQUIREMENTS.

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 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

DESIGNED BY: DCB
DRAWN BY: JLW
FILENAME: 19-361 site plan r21.dwg
LAYOUT: Site Plan (with hotel)
SCALE: AS SHOWN
DATE: 05FEB21

DATE	REVISION COMMENTS
04-07-21	REVISIONS PER CITY EMAIL DATED 02/11/2021

HD KING
KINGS LANDING
SITE PLAN
FORT PIERCE FLORIDA

(DATE)

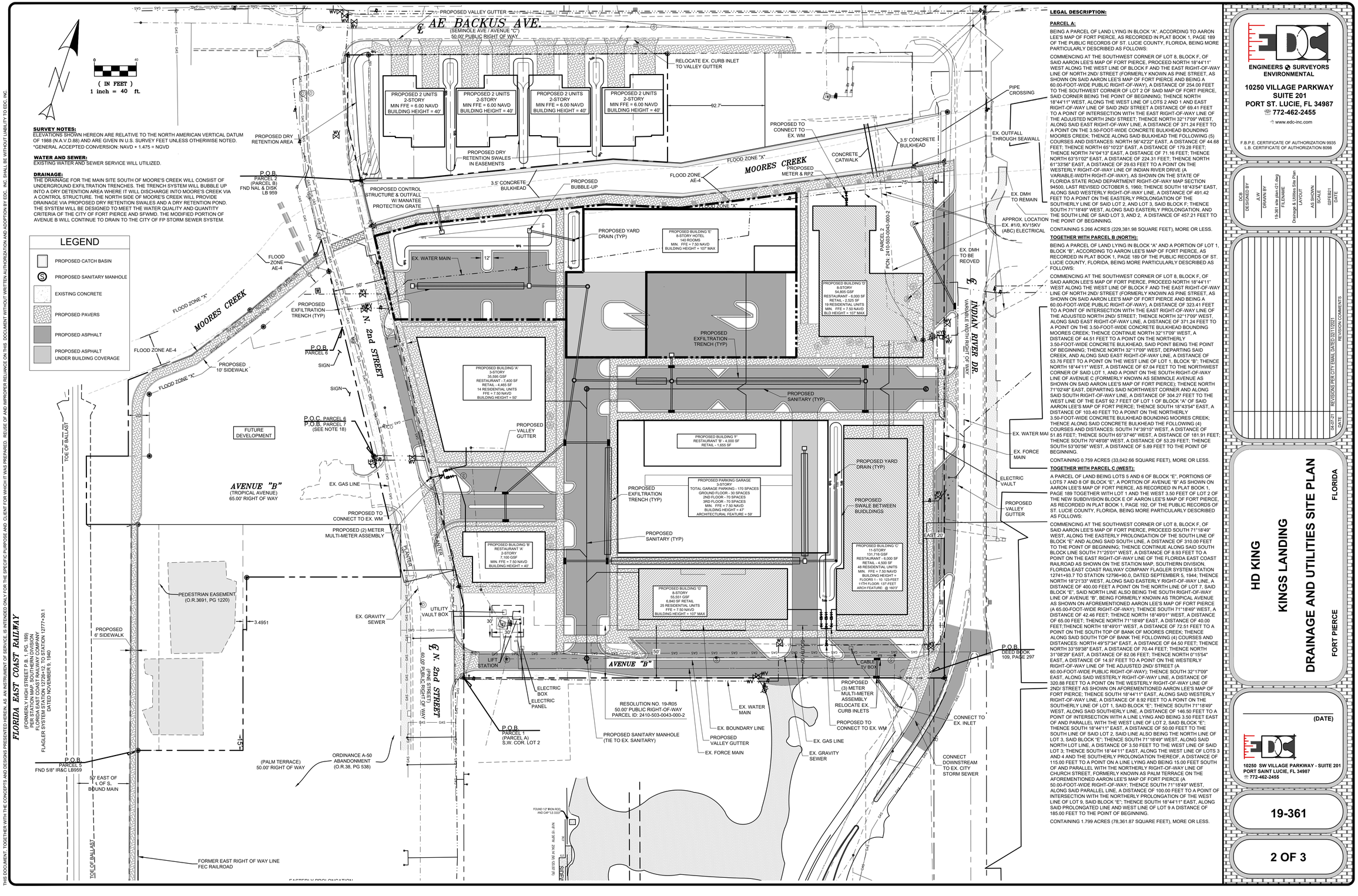
10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455

19-361

1 OF 3

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.

Z:\EDC-2019\19-361 - Kings Landing - HD King\ENGINEERING\AutoCAD\DWGs\19-361 Site Plan R21.dwg, Site Plan (with hotel), 12/9/2021 4:02:21 PM, Jessica, EDC, Inc.



SURVEY NOTES:
ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.88) AND ARE GIVEN IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
*GENERAL ACCEPTED CONVERSION: NAVD + 1.475 = NGVD

WATER AND SEWER:
EXISTING WATER AND SEWER SERVICE WILL UTILIZED.

DRAINAGE:
THE DRAINAGE FOR THE MAIN SITE SOUTH OF MOORE'S CREEK WILL CONSIST OF UNDERGROUND EXFILTRATION TRENCHES. THE TRENCH SYSTEM WILL BUBBLE UP INTO A DRY DETENTION AREA WHERE IT WILL DISCHARGE INTO MOORE'S CREEK VIA A CONTROL STRUCTURE. THE NORTH SIDE OF MOORE'S CREEK WILL PROVIDE DRAINAGE VIA PROPOSED DRY RETENTION SWALES AND A DRY RETENTION POND. THE SYSTEM WILL BE DESIGNED TO MEET THE WATER QUALITY AND QUANTITY CRITERIA OF THE CITY OF FORT PIERCE AND SFWMD. THE MODIFIED PORTION OF AVENUE B WILL CONTINUE TO DRAIN TO THE CITY OF FP STORM SEWER SYSTEM.

LEGEND

- PROPOSED CATCH BASIN
- PROPOSED SANITARY MANHOLE
- EXISTING CONCRETE
- PROPOSED PAVERS
- PROPOSED ASPHALT
- PROPOSED ASPHALT UNDER BUILDING COVERAGE

LEGAL DESCRIPTION:

PARCEL A:

BEING A PARCEL OF LAND LYING IN BLOCK "A", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND/ STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 254.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID MAP OF FORT PIERCE, SAID CORNER BEING THE POINT OF BEGINNING; THENCE NORTH 18°44'11" WEST ALONG THE WEST LINE OF LOTS 2 AND 1 AND EAST RIGHT-OF-WAY LINE OF SAID 2ND/ STREET A DISTANCE OF 69.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND/ STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE ALONG SAID BULKHEAD THE FOLLOWING (5) COURSES AND DISTANCES: NORTH 56°42'22" EAST, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°10'23" EAST, A DISTANCE OF 179.28 FEET; THENCE NORTH 74°04'13" EAST, A DISTANCE OF 71.16 FEET; THENCE NORTH 63°51'02" EAST, A DISTANCE OF 224.31 FEET; THENCE NORTH 61°33'56" EAST, A DISTANCE OF 29.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INDIAN RIVER DRIVE (A VARIABLE-WIDTH RIGHT-OF-WAY), AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 94500, LAST REVISED OCTOBER 5, 1960; THENCE SOUTH 18°43'54" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 491.42 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 2, AND LOT 3, SAID BLOCK F; THENCE SOUTH 71°18'49" WEST, ALONG SAID EASTERLY PROLONGATION, AND THE SOUTH LINE OF SAID LOT 3, AND 2, A DISTANCE OF 457.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.266 ACRES (229,381.98 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL B (NORTH):

BEING A PARCEL OF LAND LYING IN BLOCK "A" AND A PORTION OF LOT 1, BLOCK "B", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND/ STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 323.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND/ STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE CONTINUE NORTH 32°17'09" WEST, A DISTANCE OF 44.51 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 32°17'09" WEST, DEPARTING SAID CREEK, AND ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 53.76 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK "B"; THENCE NORTH 18°44'11" WEST, A DISTANCE OF 67.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF AVENUE C (FORMERLY KNOWN AS SEMINOLE AVENUE AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE); THENCE NORTH 71°02'48" EAST, DEPARTING SAID NORTHWEST CORNER AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 304.27 FEET TO THE WEST LINE OF THE EAST 92.7 FEET OF LOT 1 OF BLOCK "A" OF SAID AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°43'54" EAST, A DISTANCE OF 103.40 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING (4) COURSES AND DISTANCES: SOUTH 74°39'15" WEST, A DISTANCE OF 51.85 FEET; THENCE SOUTH 65°37'46" WEST, A DISTANCE OF 181.91 FEET; THENCE SOUTH 79°48'08" WEST, A DISTANCE OF 53.29 FEET; THENCE SOUTH 53°00'56" WEST, A DISTANCE OF 5.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.759 ACRES (33,042.66 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL C (WEST):

A PARCEL OF LAND BEING LOTS 5 AND 6 OF BLOCK "E", PORTIONS OF LOTS 7 AND 8 OF BLOCK "E", A PORTION OF AVENUE "B" AS SHOWN ON AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 TOGETHER WITH LOT 1 AND THE WEST 3.50 FEET OF LOT 2 OF THE NEW SUBDIVISION BLOCK E OF AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 192, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED SOUTH 71°18'49" WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF BLOCK "E" AND ALONG SAID SOUTH LINE, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BLOCK LINE SOUTH 71°25'01" WEST, A DISTANCE OF 8.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AS SHOWN ON THE STATION MAP, SOUTHERN DIVISION, FLORIDA EAST COAST RAILWAY COMPANY FLAGLER SYSTEM STATION 12741+93.7 TO STATION 12796+90.0, DATED SEPTEMBER 5, 1944; THENCE NORTH 18°21'33" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 400.00 FEET A POINT ON THE NORTH LINE OF LOT 7, SAID BLOCK "E", SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF AVENUE "B", BEING FORMERLY KNOWN AS TROPICAL AVENUE AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 65.00-FOOT-WIDE RIGHT-OF-WAY); THENCE SOUTH 71°18'49" WEST, A DISTANCE OF 42.46 FEET; THENCE NORTH 18°49'01" WEST, A DISTANCE OF 65.00 FEET, THENCE NORTH 71°18'49" EAST, A DISTANCE OF 40.00 FEET;THENCE NORTH 18°49'01" WEST, A DISTANCE OF 72.51 FEET TO A POINT ON THE SOUTH TOP OF BANK OF MOORES CREEK; THENCE ALONG SAID SOUTH TOP OF BANK THE FOLLOWING (4) COURSES AND DISTANCES: NORTH 49°57'34" EAST, A DISTANCE OF 64.50 FEET; THENCE NORTH 33°59'38" EAST, A DISTANCE OF 70.44 FEET; THENCE NORTH 31°08'29" EAST, A DISTANCE OF 82.06 FEET; THENCE NORTH 0°15'54" EAST, A DISTANCE OF 14.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ADJUSTED 2ND/ STREET (A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY); THENCE SOUTH 32°17'09" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 320.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 2ND/ STREET AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°44'11" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.92 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID BLOCK "E"; THENCE SOUTH 71°18'49" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 146.50 FEET TO A POINT OF INTERSECTION WITH A LINE LYING AND BEING 3.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 2, SAID BLOCK "E"; THENCE SOUTH 18°44'11" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID LOT 2, SAID LINE ALSO BEING THE NORTH LINE OF LOT 3, SAID BLOCK "E"; THENCE SOUTH 71°18'49" WEST, ALONG SAID NORTH LOT LINE, A DISTANCE OF 3.50 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH 18°44'11" EAST, ALONG THE WEST LINE OF LOTS 3 AND 4 AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 115.00 FEET TO A POINT ON A LINE LYING AND BEING 15.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET, FORMERLY KNOWN AS PALM TERRACE ON THE AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 50.00-FOOT-WIDE RIGHT-OF-WAY; THENCE SOUTH 71°18'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 9, SAID BLOCK "E"; THENCE SOUTH 71°18'49" EAST, ALONG SAID PROLONGATED LINE AND WEST LINE OF LOT 9 A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.799 ACRES (78,361.87 SQUARE FEET), MORE OR LESS.

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SUITE 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

DESIGNED BY: DCB
DRAWN BY: JLW
FILENAME: 19-361 site plan r21.dwg
LAYOUT: Drainage & Utilities Site Plan
SCALE: AS SHOWN
DATE: 02/FEB/21

DATE	REVISION COMMENTS
04-07-21	REVISIONS PER CITY EMAIL DATED 02/11/2021

HD KING
KINGS LANDING
DRAINAGE AND UTILITIES SITE PLAN
FORT PIERCE FLORIDA

(DATE)

10250 SW VILLAGE PARKWAY - SUITE 201
PORT SAINT LUCIE, FL 34987
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19-361

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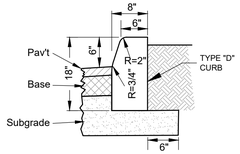
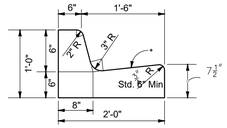
Z:\EDC-2019\19-361 - Kings Landing - HD King\ENGINEERING\AutoCAD\DWG\19-361 Site Plan R21.dwg, Drainage & Utilities Site Plan, 12/9/2021 4:02:23 PM, Jessica, EDC, Inc.



NOTES:

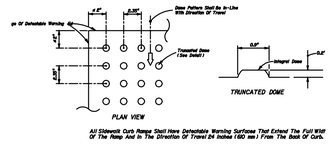
1. Use 3,000 P.S.I. concrete at 28 days for construction.
2. Subgrade to extend an additional 6" beyond Type "D" Curb.
3. Type "D" Curb to be constructed in accordance with FDOT Index #522-001.

TYPE "D" CURB



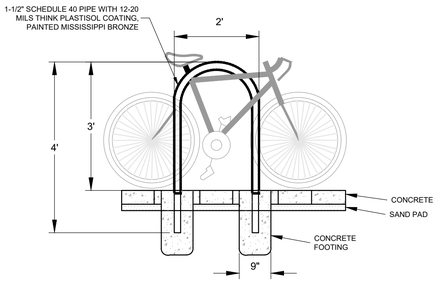
*NOTE: WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS.

TYPE F

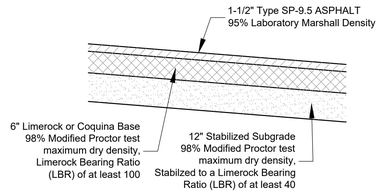


NOTES:
REFER TO FDOT INDEX 522-002 FOR FURTHER DETAILS

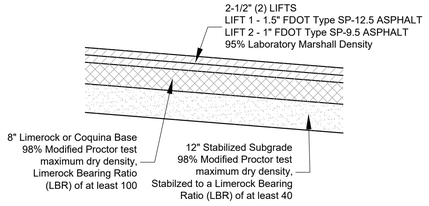
CURB RAMP DETECTABLE WARNING



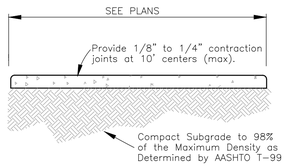
BIKE RACK DETAIL



TYPICAL LIGHT DUTY FLEXIBLE PAVEMENT SECTION



TYPICAL HEAVY DUTY FLEXIBLE PAVEMENT SECTION



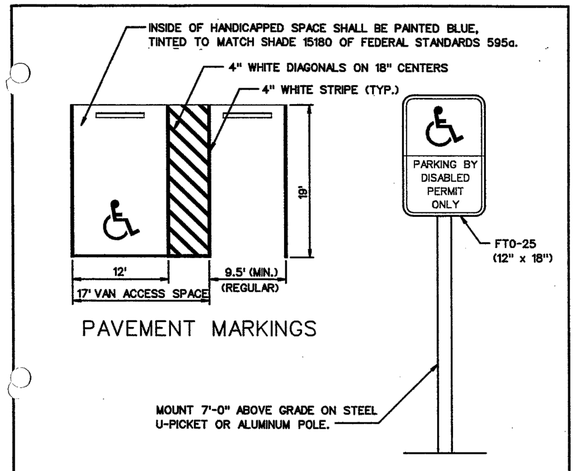
NOTES:
1. Use 3,000 P.S.I. Concrete At 28 Days for sidewalk construction.
2. Sidewalk thickness to be increased to 6" thick at driveway locations.
3. All repairs required during construction shall be removed and replaced 10' minimum to next full joint.

4" THICK SIDEWALK DETAIL

SPACING OR REQUIRED ROADWAY / PARKING AREA TESTS

ITEMS TO BE TESTED	DENSITY		L.B.R.		THICKNESS	
	MAX. SPACING		MAX. SPACING		MAX. SPACING	
	LIN.FT.	SQ.FT.	LIN.FT.	SQ.FT.	LIN.FT.	SQ.FT.
COMPACTED OR STABILIZED SUBGRADE	300	10,000	300	10,000	300	
LIMEROCK BASE	300	10,000	300	10,000	300	10,000
SHELLROCK BASE	300	10,000	300	10,000	300	10,000
ASPHALT	—	—	—	—	PER INSP.	10,000

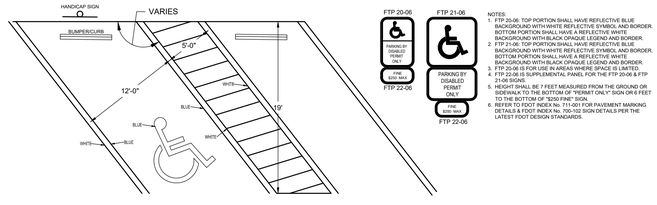
NOTE: ALL TESTING SHALL BE TAKEN IN A STAGGERED SAMPLING PATTERN FROM A POINT 12" INSIDE THE LEFT EDGE OF THE ITEM TESTED, TO THE CENTER, TO A POINT 12" INSIDE



PAVEMENT MARKINGS

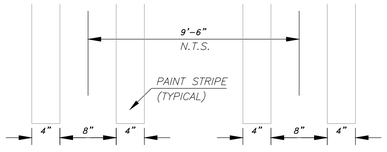
HANDICAPPED PARKING SIGN

NOTE:
FOR PARKING REQUIREMENTS SEE FORT PIERCE CODE.

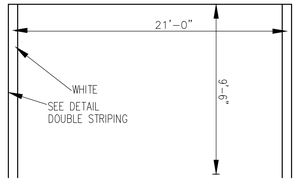


ANGLED HANDICAP SPACE DETAIL N.T.S.

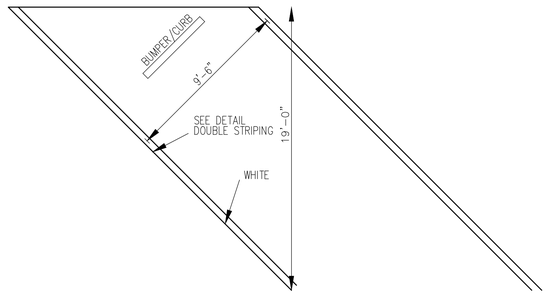
NOTES:
1. FTP 20-06: TOP PORTION SHALL HAVE REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
2. FTP 21-06: TOP PORTION SHALL HAVE REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. FTP 20-06 IS FOR USE IN AREAS WHERE SPACE IS LIMITED.
4. FTP 22-06 IS SUPPLEMENTAL PANEL FOR THE FTP 20-06 & FTP 21-06 SIGNS.
5. SIGN SHALL BE 7 FEET MEASURED FROM THE GROUND OR SIDEWALK TO THE BOTTOM OF "PERMIT ONLY" SIGN OR 6 FEET TO THE BOTTOM OF "$250 FINE" SIGN.
6. REFER TO FDOT INDEX No. 711-001 FOR PAVEMENT MARKING DETAILS & FDOT INDEX No. 700-102 SIGN DETAILS PER THE LATEST FDOT DESIGN STANDARDS.



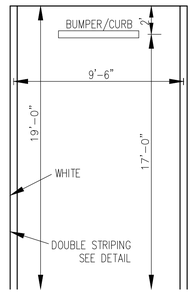
DOUBLE STRIPING DETAIL



PARALLEL PARKING STALL DETAIL



ANGLED PARKING STALL DETAIL



19' PARKING STALL DETAIL

CITY OF FORT PIERCE ● DEPARTMENT OF ENGINEERING
TECHNICAL SPECIFICATIONS AND DETAILS

HANDICAPPED AND REGULAR PARKING DETAIL

SCALE: N.T.S. | ISSUED AUGUST 1998

REVISIONS

SHEET No. PL2

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SUITE 201
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F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

DCB — DESIGNED BY
JLW — DRAWN BY
19-361 site plan r21.dwg — FILENAME
Site Plan (2) — LAYOUT
AS SHOWN — SCALE
0[illegible] — DATE

REVISION COMMENTS

DATE

HD KING
KINGS LANDING
SITE PLAN DETAILS
FORT PIERCE FLORIDA

(DATE)

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19-361

3 OF 3

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Z:\EDC-2019\19-361 - Kings Landing - HD King\ENGINEERING\AutoCAD\DWG\19-361 Site Plan R21.dwg, Site Plan (2), 12/9/2021 4:02:26 PM, Jessica, EDC, Inc.

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5466588 OR BOOK 5296 PAGE 2970, Recorded 04/10/2025 11:43:11 AM

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

THIS THIRD AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (the "Agreement") is made and entered into as of this 8 day of April 2025, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation (hereafter referred to as "Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City"); and LIVE OAK HOLDINGS GROUP, LLC., a Florida Limited Liability Company (hereafter referred to as "Live Oak Holdings Group"), whose mailing address is 100 N. Laura Street, Suite 900, Jacksonville, FL 32202.

W I T N E S S E T H:

WHEREAS, as a result of that certain competitive solicitation and procurement (RFQ-2019-003), the City and Audubon entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development");

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

WHEREAS, Audubon and the City entered into a First Amendment to the Amended and Restated Agreement, dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment"); extending certain development deadlines reflected in Section 9, and revising Section 13, related to Tax Increment Financing;

WHEREAS, Audubon and the City entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (the "Second Amendment"); approving Harbert Realty Services as a joint venture partner subject to certain conditions and extending certain development deadlines (the Amended and Restated Agreement as amended by the First Amendment and Second Amendment is collectively referred to hereinafter as the "Amended and Restated Agreement");

WHEREAS, on January 6, 2025, the City passed Resolution No.25-R05, approving the sale of a portion of the Project (all references to "the Project" in this Agreement shall have the meaning defined in the Amended and Restated Agreement) commonly known as the villas plat from Audubon to Kings Landing Ft Pierce, LLC, a Florida limited liability company whose mailing address is 3670 Maguire Blvd., Suite 220, Orlando, FL 32803;

WHEREAS, no portion of this Agreement shall be construed to alter the terms of Resolution No. 25-R05 nor the requirements assigned to Kings Landing Ft Pierce, LLC under that certain assignment and assumption agreement executed January 17, 2025;

WHEREAS, on January 8, 2025, before entering into a final joint venture partnership agreement as contemplated by the Second Amendment, Audubon and Harbert Realty Services, LLC agreed that transition of leadership to Live Oak Holdings Group is in the best interest of the Project, and Audubon provided the City Attorney with a letter addressed to the City Commission containing information related to this transition on January 9, 2025, requesting the City approve Live Oak Holdings Group as a joint venture partner pursuant to paragraph 12 of the Amended and Restated Agreement instead of Harbert Realty Services and presenting written "Joint Venture Salient Terms" entered into between Audubon and Live Oak Holdings Group;

WHEREAS, Audubon and Live Oak Holdings Group, now instead intend to finalize their relationship structure through a purchase and sale agreement, in which Live Oak Holdings Group purchases the Land (as defined in the Purchase and Sale Agreement) together with all development rights and responsibilities associated with the Amended and Restated Agreement and Audubon's interest in the Project is reduced to a limited partnership interest from conveyance of a portion of its purchase price;

WHEREAS, Audubon formally requested approval of the purchase and sale agreement in writing via FedEx delivery received by the City Manager on March 27, 2025;

WHEREAS, the City acknowledges that the deadlines listed on Lines 1-5 of the Construction Schedule, attached hereto as Exhibit "A" have been satisfied through meeting presentations, due diligence, and preliminary site plan modification review with City staff;

WHEREAS, the parties desire to further amend the Amended and Restated Agreement on the terms stated herein.

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

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

2. **Effective Date.** This Agreement shall become effective immediately upon approval and execution by Audubon, the City's City Commission, the FPRA Board, and Live Oak Holdings Group, whichever is later.

3. **Development Obligations; Timeline.** From and after the effective date of this Agreement, the parties agree that Audubon and/or Live Oak Holdings Group

shall comply with and perform all obligations, terms, and conditions of the Amended and Restated Agreement, including but not limited to strict compliance with the Construction Schedule and all Development Deadlines in Paragraph 9 as amended by the Second Amendment, in part, consistent with Section 8.04 of the Purchase and Sale Agreement. Audubon agrees to cooperate with Live Oak Holdings Group, including but not limited to executing owner authorizations and submitting required documents to the City. The Construction Schedule is re-attached hereto as Exhibit "A." Audubon and/or Live Oak Holdings Group shall be jointly and severally responsible for complying with all Start and Finish Dates for each Task Name within Exhibit "A."

Any site plan amendment shall be submitted by Audubon and/or Live Oak Holdings Group in final and complete form to the City's Planning Department on or before May 31, 2025. Audubon and/or Live Oak Holdings Group shall use all best efforts and due diligence in submitting any additional documentation and/or information reasonably requested by any City department in relation to review of the site plan amendment application and/or reasonably requested in relation to committee, board, City Commission, and/or FPRA Board review and approvals of the site plan amendment.

4. **Approval of Purchase and Sale Agreement.** Pursuant to Paragraph 12 of the Amended and Restated Agreement for Development of King's Landing, the City hereby approves the sale to Live Oak Holdings Group pursuant to that certain Purchase and Sale Agreement dated February 21, 2025, as amended by that certain First Amendment to Purchase and Sale Agreement dated February 27, 2025 (collectively, the "Purchase and Sale Agreement"), a true and accurate copy of which is attached hereto as Exhibit "B", subject to the following conditions:

   a. The City's requested approval of the Purchase and Sale Agreement is limited solely to the explicitly named entity requested therein, Live Oak Holdings Group. Nothing contained in this Agreement shall be construed as an approval or acceptance of any subsequent assignment, transfer, joint venture, or other transfer to any other entity or affiliate pursuant to Section 15.06 of the Purchase and Sale Agreement without prior written approval of the City, including but not limited to the "Hotel Owner" or "Primary Owner" referred to therein. Any further assignment or transfer shall require at least thirty (30) days' written notice to the City with sufficient information for the City to review and approve, in its reasonable discretion, consistent with the requirements and diligence of its original award under RFQ No. 2019-003.

   b. The parties acknowledge that despite the language included in Section 13.01 of the Purchase and Sale Agreement, the Purchase and Sale Agreement is a public

record subject to all requirements of article I, section 24 of the Florida Constitution, and chapter 119, Florida Statutes, et. al.

c. Nothing contained herein shall be construed as accepting any breach or variation to the terms of the Amended and Restated Agreement, including but not limited to the City's reversion rights. The City demands strict compliance and performance with all conditions, obligations, and deliverables under the Amended and Restated Agreement.

5. **Closing Document Approval.** Audubon and/or Live Oak Holdings Group shall provide the City with a final copy of the deed intended to convey the Land at closing and the assignment and assumption agreement required to be delivered at closing no later than sixty (60) days prior to July 15, 2026, or such earlier date as closing may occur pursuant to Article V of the Purchase and Sale Agreement. The closing shall not proceed absent approval from the City as to the language of the deed and the assignment and assumption contract.

6. **Hotel Approvals.** By closing or July 15, 2026, whichever occurs sooner, Live Oak Holdings Group shall have partnered with Mainsail Lodging and Development and the "Hotel Financing" referred to in Article V of the Purchase and Sale Agreement shall be fully and finally closed.

7. **Further Amendments; Extension of Outside Closing Date.** Notwithstanding the ability to amend the Purchase and Sale Agreement or extend the Outside Closing Date pursuant to Article V of the Purchase and Sale Agreement, the closing shall not be extended and there shall be no further amendments of the Purchase and Sale Agreement without the prior written approval of the City.

8. **Performance Bond.** The performance bond relating to Infrastructure Improvements ("Infrastructure Performance Bond") and the performance bonds for Phases 2 through 4 referenced in Paragraph 10(d) of the Amended and Restated Agreement shall be obtained by Live Oak Holdings Group in an amount that equals or exceeds the estimated cost of such construction based on an updated estimate, the estimated amount of which shall be agreed to by the City and Live Oak Holdings Group, within thirty (30) days of receiving written permit approval by the City's building department for each Phase or receiving written permit approval or reactivation of an existing permit(s), whichever occurs sooner, from the City's building department for the site work permit(s) for the Infrastructure Improvements required in Phase 1. Live Oak Holdings Group shall provide the City with notification of permit issuance or reactivation, which may be emailed to the City Manager with carbon copy to the City Attorney, within two (2) business days of receipt. The parties agree that no vertical construction (other than the Hotel) will be conducted by Audubon or Live Oak Holdings Group during Phase 1; therefore, no additional performance bonds, apart from the Infrastructure Performance Bond required for the Infrastructure

Improvements, must be posted by either Audubon or Live Oak Holdings Group in relation to Phase 1. If any permit is extended beyond one (1) year from the date of issuance, whether by local or statutory authority, without the commencement of construction for the applicable Phase, all performance bonds shall be reviewed for updates to the estimated cost of the applicable construction, the estimated cost of which shall be reasonably agreed to by the City and Live Oak Holdings Group. The performance bond shall be adjusted by Live Oak Holdings Group for any increased estimated cost of construction for each performance bond.

9. **Time of the Essence; Material Breach.** Time is of the essence for all deadlines stated in this Agreement and the Amended and Restated Agreement. Except as provided below, the failure of Audubon and/or Live Oak Holdings Group to strictly and timely comply with any term, condition, or requirement of this Agreement or the Amended and Restated Agreement shall constitute a material breach for which the City may declare the Amended and Restated Agreement to be in default in accordance with the conditions of Paragraph 10 of the Amended and Restated Agreement, and, thereafter, the City may proceed with any and all available remedies. The parties acknowledge and agree that nothing contained herein shall be construed as an agreement to modify or release the City's rights of reversion. In the event that Audubon and/or Live Oak Holdings Group terminate or otherwise fail to close on the purchase and sale of the Land by the Outside Closing Date (as defined in the Purchase and Sale Agreement) neither Audubon nor Live Oak Holdings Group shall have the right to cure such default and the City shall have the right to immediately exercise its rights of reversion upon written notice to Audubon (notice to Live Oaks Holdings Group shall not be required). Audubon agrees it shall not contest the City's immediate exercise of reversion rights and will not contest any legal filings by the City to exercise its reversion rights, except as to assert unreasonable action by the City that resulted in the failure to close on the purchase and sale of the Land by the Outside Closing Date (as defined in the Purchase and Sale Agreement). Upon judicial determination of reversion of title to the Land in favor of the City, Audubon will cooperate with returning the Land in the same title and physical condition it received it, unless improvements have been made to the Land pursuant to the Amended and Restated Agreement, for which the City may agree to accept as is in its sole discretion, and acknowledges that it received the Land for below fair market value ($0.00) under section 163.3180, Florida Statutes, and therefore agrees no bond shall be required to be placed in court registry.

10. **Current Defaults or Breaches.** While the parties acknowledge the City could presently proceed with a notice of default and/or breach pursuant to the Amended and Restated Agreement and under the Second Amendment, the City agrees it will not issue such notice for currently existing defaults or breaches. The City agrees it shall only proceed with a notice of default and/or breach for defaults or breaches which occur after the effective date of this Agreement. Nothing herein, however, shall

limit the City's legal rights or abilities pursuant to the Amended and Restated Agreement, at law, or in equity, to include its right of reversion, should there by any future default(s) or breach(es) by Audubon, Live Oaks Holding Group, or any other subsequent party. Further, nothing herein shall limit the City's ability to proceed with and/or enforce, through any and all available legal means, code enforcement or building code violations on the Land, to include those currently existing.

11. **Notice.** Any notices to be given with respect to Live Oak Holdings Group as to this Agreement or the Amended and Restated Agreement shall be in the same manner as provided in Paragraph 20 of the Amended and Restated Agreement to:
To Live Oak Holdings Group, LLC,:

Live Oak Holdings Group, LLC
100 N. Laura Street, Suite 900
Jacksonville, FL 32202
Attn: Paul Bertozzi and Bill Ware

With a copy to:

Lippes Mathias, LLP
10151 Deerwood Park Blvd., Building 300 Suite 300
Jacksonville, FL 32256
Attn: Christopher Walker

12. **Notice Address Update.** Pursuant to Paragraph 20 of the Amended and Restated Agreement, a change of address for Audubon is as follows:

To Audubon Development, Inc.:

Audubon Development, Inc.
P.O. Box 981
Palm Beach , FL 33480

With a copy to:

Jones Foster, P.A.
505 S. Flagler Drive, Suite 1100,
West Palm Beach, FL 33401
Attn: Lainey Francisco

13. **No Further Amendment of Amended and Restated Agreement.** Except as specifically modified and amended hereby, the Amended and Restated Agreement shall remain in full force and effect. Further, Paragraphs 5, 6, 7, 8, and 9 shall specifically remain in full force and effect as written and contained within the Second Amendment.

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

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

WITNESSES:

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

By: _____
Print Name: Scott G. Hawkins
Address: 505 S. Flagler Dr. 11th, West Palm Beach, FL 33401

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: DALE MATTESON
Title: President / CEO

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th day of April, 2025, by Dale J. Matteson as President / CEO for AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did take an oath and (check one) ☐ is personally known to me, ☒ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit: M325-170-57-283-0

JENNIFER D. ROBINSON
Notary Public
State of Florida
Comm# HH223128
Expires 3/26/2026

_____
Notary Public, State of Florida
Print Name: Jennifer D. Robinson
Commission #: HH223128
My Commission Expires: 3/24/2026

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

WITNESSES:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

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

By: Linda Hudson
Linda Hudson, Mayor

By: Tina Bell
Print Name: Tina Bell
Address: 100 N US Hwy 1 Fort Pierce FL

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
Sara Hedges, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8th day of April, 2025, by LINDA HUDSON, as MAYOR, for CITY OF FORT PIERCE, a municipal corporation. Said that person did take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

LATOYA S. RANSOM
Notary Public-State of Florida
Commission # HH 171138
My Commission Expires
August 30, 2025

Notary Public, State of Florida
Print Name: Latoya Ransom
Commission #: HH 171138
My Commission Expires: August 30, 2025

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

WITNESSES:

"FPRA"

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

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

By: Linda Hudson
Linda Hudson, Chairwoman

By: Tina Bel
Print Name: Tina Bel
Address: 100 N US Hwy 1 Fort Pierce, FL

APPROVED AS TO FORM
AND CORRECTNESS:

By: _____
Sara Hedges, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8th day of April, 2025 by Linda Hudson as Chairwoman for FORT PIERCE DEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statues Chapter 163. Said person did take an oath and (check one) ☐ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification to wit:

LATOYA S. RANSOM
Notary Public-State of Florida
Commission # HH 171138
My Commission Expires
August 30, 2025

Notary Public, State of Florida
Print Name: LaToya Ransom
Commission #: HH 171138
My Commission Expires: August 30, 2025

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

WITNESSES:

"Live Oak Holdings Group, LLC"

LIVE OAK HOLDINGS GROUP, LLC, a Florida limited liability company

By: _____
Print Name: Katherine Ruttell
Address: 13145 cricket cove RD N JAX, FL

By: _____
Print Name: Paul Bertozzi
Title: President

By: _____
Print Name: RALPH POLLANDT
Address: 266 FEVER HAMMOCK DR. SAINT JOHNS FL

STATE OF FLORIDA
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization this 1st day of April, 2025, by Paul Bertozzi as President for LIVE OAK HOLDINGS GROUP, LLC, a Florida limited liability company. Said person did take an oath and (check one) ☑ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name: Juanita C. Ellis
Commission #: HH564545
My Commission Expires: 9/22/2028

JUANITA C. ELLIS
MY COMMISSION # HH 564545
EXPIRES: September 22, 2028

EXHIBIT

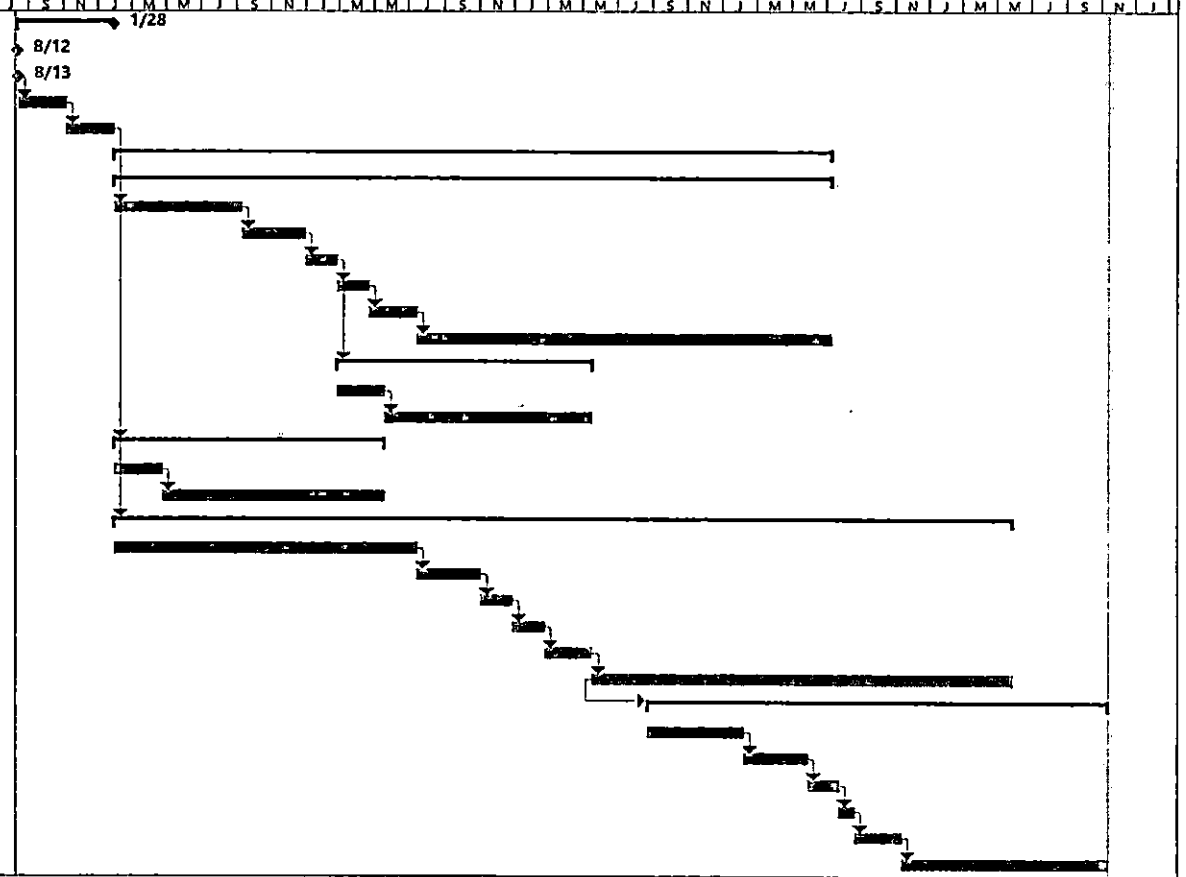
tabbies

A

AUDUBON DEVELOPMENT

KING'S LANDING

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



Fri 8/9/24

OR BOOK 5296 PAGE 2981

EXHIBIT "B"

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**Amendment**") is made and entered into as of the 27th day of February, 2025 (the "**Effective Date**"), by and between **AUDUBON DEVELOPMENT, INC.**, a Florida corporation ("**Seller**"), and **LIVE OAK HOLDINGS GROUP, LLC**, a Florida limited liability company ("**Purchaser**").

WITNESSETH:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated February 21, 2025 (the "**Agreement**"), relating to the purchase and sale of certain real property located in St. Lucie County, Florida as more particularly described in the Agreement; and

WHEREAS, Purchaser and Seller desire to enter into this Amendment to amend certain terms and conditions of the Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements of the parties, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged and agreed by each of the parties, Seller and Purchaser do hereby covenant and agree as follows:

1. **Recitals**. Seller and Purchaser do hereby mutually represent and warrant that the foregoing recitals are true and correct, and said recitals are hereby ratified, confirmed, and incorporated into the body of this Amendment.

2. **Defined Terms**. Any capitalized terms utilized in this Amendment and which are not separately defined herein shall have the meaning ascribed thereto in the Agreement.

3. **Third Amendment to the Municipal Agreement**. Notwithstanding anything to the contrary in the Agreement, if the Third Amendment referenced in Section 8.04 in the Agreement is not fully executed by the Seller, City and FPRA on or before May 22, 2025, then the Agreement shall terminate and be of no further force and effect.

4. **Modification**. Except as modified by this Amendment, the terms and conditions of the Agreement are hereby ratified, confirmed and shall remain unchanged and in full force and effect. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall govern. Seller and Purchaser hereby agree that the Agreement, as amended by this Amendment, shall constitute a valid and binding contract between Seller and Purchaser.

5. **Counterparts; Facsimile**. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A facsimile or e-mail copy of this Amendment and any signatures hereon shall be considered for all purposes as originals.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SELLER:

AUDUBON DEVELOPMENT, INC.,
a Florida corporation

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

PURCHASER:

LIVE OAK HOLDINGS GROUP, LLC,
a Florida limited liability company

By: _____
Print Name: Paul Bertozzi
Title: Manager

PURCHASE AND SALE AGREEMENT

between

AUDUBON DEVELOPMENT, INC., Seller

and

LIVE OAK HOLDINGS GROUP, LLC, Purchaser

dated as of

February 21, 2025

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "**Agreement**"), dated as of the 21st day of February, 2025, is entered into between Audubon Development, Inc., a Florida corporation ("**Seller**"), having an address at P.O. Box 981, Palm Beach, FL 33480, and Live Oak Holdings Group, LLC, a Florida limited liability company ("**Purchaser**"), having an address at 100 N Laura Street, Suite 900, Jacksonville, FL 32202.

RECITALS

WHEREAS, Seller is the owner of the Property (as hereinafter defined); and

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell to Purchaser the Property and Purchaser desires to purchase the Property from Seller.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:

"**Agreement**" has the meaning set forth in the preamble.

"**Assignments**" has the meaning set forth in Section 5.02(d).

"**Assumed Contracts**" has the meaning set forth in Section 8.03.

"**Assumed Permits and Licenses**" has the meaning set forth in Section 2.01(i).

"**Assumed Warranties and Guaranties**" has the meaning set forth in Section 2.01(j).

"**Bill of Sale**" has the meaning set forth in Section 5.02(c).

"**Business Day**" has the meaning set forth in Section 15.04.

"**Closing**" has the meaning set forth in Article 5.

"**Closing Date**" has the meaning set forth in Article 5.

"**Code**" has the meaning set forth in Section 5.02(e).

"**Construction and Management Agreements** has the meaning set forth in Section 2.01(l).

"**Confidential Information**" has the meaning set forth in Section 13.01.

"**Cure Period**" has the meaning set forth in Section 6.03(b).

"**Deed**" has the meaning set forth in Section 5.02(a).

"**Delinquent Property Taxes**" has the meaning set forth in Section 5.05(a)

"**Deposit**" has the meaning set forth in Section 3.01(a).

"**Due Diligence Materials**" has the meaning set forth in Section 4.01.

"**Due Diligence Period**" has the meaning set forth in Section 4.02.

"**Effective Date**" has the meaning set forth in Section 8.04.

"**Environmental Laws**" has the meaning set forth in Section 7.01(i).

"**Escrow Agent**" has the meaning set forth in Article V.

"**Force Majeure Event**" has the meaning set forth in Section 15:15.

"**Hazardous Materials**" has the meaning set forth in Section 7.01(i).

"**Hotel Financing**" has the meaning set forth in Article 5.

"**Improvements**" has the meaning set forth in Section 2.01(b).

"**Inspections**" has the meaning set forth in Section 4.02.

"**Intangible Property**" has the meaning set forth in Section 2.01(k).

"**Land**" has the meaning set forth in Section 2.01(a).

"**MOU**" has the meaning set forth in Article 5.

"**Municipal Agreement**" has the meaning set forth in Section 8.04.

"**Notices**" has the meaning set forth in Section 10.01.

"**OFAC**" has the meaning set forth in Section 7.01(l).

"**Outside Closing Date**" has the meaning set forth in Article 5.

"**Permitted Exceptions**" has the meaning set forth in Section 6.02.

"**Personal Property**" has the meaning set forth in Section 2.01(c).

"**Plans and Surveys**" has the meaning set forth in Section 2.01(g).

"**Property**" has the meaning set forth in Section 2.01.

"**Purchase Price**" has the meaning set forth in Section 3.01.

"**Purchaser**" has the meaning set forth in the preamble.

"**Purchaser's Costs**" has the meaning set forth in Section 11.01(b).

"**Purchaser Default**" has the meaning set forth in Section 11.01(a).

"**Purchaser's Representatives**" has the meaning set forth in Section 4.03.

"**Purchaser's Termination Notice**" has the meaning set forth in Section 9.02.

"**Seller**" has the meaning set forth in the preamble.

"**Seller Default**" has the meaning set forth in Section 11.01(b).

"**Service Contracts**" has the meaning set forth in Section 7.01(f).

"**Site Plan**" has the meaning set forth in Section 3.01(b).

"**Survey**" has the meaning set forth in Section 6.03(a).

"**Title Commitment**" has the meaning set forth in Section 6.03(a).

"**Title Insurance Company**" has the meaning set forth in Section 6.01.

"**Title Objection**" has the meaning set forth in 6.03(b).

"**Title Objection Notice**" has the meaning set forth in 6.03(b).

"**Title Objection Response**" has the meaning set forth in 6.03(b).

"**Transaction Parties**" has the meaning set forth in Section 13.01.

"**Transfer Tax Documents**" has the meaning set forth in Section 5.02(b).

"**Violations**" has the meaning set forth in Section 6.05.

"**Voluntary Liens**" has the meaning set forth in 6.04(a).

ARTICLE II
CONVEYANCE OF THE PROPERTY

Section 2.01 Subject of Conveyance. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively referred to herein as the "**Property**"):

(a) All those certain lots, pieces, or parcels of land located in Fort Pierce, St. Lucie County, Florida, as more particularly bounded and described in Exhibit A attached hereto and hereby made a part hereof (the "**Land**");

(b) All improvements located on the Land and all Seller's right, title, and interest in and to any and all fixtures attached thereto (collectively, the "**Improvements**");

(c) All equipment, machinery, apparatus, appliances, and other articles of personal property located on and used in connection with the operation of the Improvements (collectively, the "**Personal Property**");

(d) All rights appurtenant to the Land, if any, including without limitation, any strips and gores abutting the Land, and any land lying in the bed of any street, road, or avenue in front of, or adjoining the Land, to the center line thereof;

(e) All other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Property;

(f) **Intentionally Deleted.**

(g) All plans, surveys, specifications, drawings, architectural and engineering drawings, permits and other ancillary documents related to the construction, renovation or improvement of the Property in the possession of the Seller or in the possession of any of the Seller's contractors, sub-contractors, consultants, vendors, affiliates, assigns, partners, or otherwise, to the extent transferable in connection with the sale of the Property (collectively, the "**Plans and Surveys**");

(h) All right, title, and interest of Seller in and to the Assumed Contracts, pursuant to Section 8.03 of this Agreement;

(i) Any permit, entitlement, governmental approval, incentives, certificate of occupancy, license, or other form of authorization or approval issued by a government agency or authority and legally required for the Property's construction, ownership, operation, and use to the extent transferable with the sale of the Property. (collectively, the "**Assumed Permits and Licenses**").

(j) Any written warranty, guaranty, or other obligation from any contractor, manufacturer, or vendor to any improvements, furnishings, fixture, or equipment located at the Property, to the extent assignable in connection with the sale of the Property ("**Assumed Warranties and Guaranties**"); and

(k) All rights, title, and interests of Seller in and to: (i) computer software used in connection with any computer systems regarding the Property; (ii) trademarks, trade names, service marks, social media, and other intellectual property rights held or used in connection with the Property or the operation; (iii) other intangibles associated with the Property, including, without limitation, goodwill, logos, and designs related to the Property and other general intangibles relating to the Property; and (iv) all telephone exchange numbers specifically dedicated and identified with the Property (collectively, the "**Intangible Property**").

(l) All right, title, and interest of Seller in and to all engineered plans, approved or otherwise; specifications; construction contracts; construction agreements; the

Reservation Agreements; contracts with any third-party real estate companies, including but not limited to, residential condominium unit and commercial, retail and restaurant space reservation deposits, to the extent assignable in connection with the sale of the Property ("**Construction and Management Agreements**"). The assignment of the Construction and Management Agreements shall also include, to the extent assignable, all licenses with any third-party real estate companies in possession, or where issuance is being contemplated, of the Seller or Seller's assigns, affiliates, partners, vendors. For avoidance of doubt, the licenses contemplated here include, but are not limited to, licenses issued by a government authority, or any other license which could be deemed a license and connected to the Property

ARTICLE III
PURCHASE PRICE

Section 3.01 Purchase Price and Deposit. The purchase price to be paid by Purchaser to Seller for the Property is SIX MILLION FOUR HUNDRED EIGHTY THOUSAND DOLLARS and 00/100 Dollars ($6,480,000.00) (the "**Purchase Price**"). The Purchase Price shall be payable as follows:

(a) Within THREE (3) Business Days after the Effective Date, Purchaser shall pay the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 ("250,000.00") (the "**Initial Deposit**") by Purchaser's certified check or official bank check, subject to collection, made payable to Seller, or by wire transfer of immediately available federal funds to an account at such bank as designated by Seller.

(b) Within THREE (3) Business Days after the earlier to occur of (i) Purchaser's receipt of City's written approval of the modified project site plan (the "**Site Plan**") or (ii) ONE HUNDRED EIGHTY (180) days after the Effective Date, an additional deposit in the amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ("250,000.00") (the **Additional Deposit**"), by Purchaser's certified check or official bank check, subject to collection, made payable to Seller, or by wire transfer of immediately available federal funds to an account at such bank as designated by Seller. The Initial Deposit and the Additional Deposit are collectively referred to herein as the "**Deposit.**"

(c) THREE MILLION NINE HUNDRED EIGHTY THOUSAND DOLLARS AND 00/100 ($3,980,000.00) of the Purchase Price shall be paid to Seller on the Closing Date, subject to any credits or apportionments as provided for under this Agreement, simultaneously with delivery of the Deed, by certified or official bank checks or by one or more wire transfers of immediately available federal funds to an account, or accounts, designated in writing by Seller no later than the Closing Date.

(d) The balance of the Purchase Price in the amount of TWO MILLION DOLLARS 00/100 ($2,000,000.00) shall be conveyed and contributed by Seller and considered paid by Purchaser to Seller in the form of a limited partnership interest in the amount of ONE MILLION DOLLARS 00/100 ($1,000,000.00) in the development entity (the "**Hotel Owner**") of the contemplated hotel development on the Property (the "**Hotel**

Site"), and ONE MILLION DOLLARS 00/100 ($1,000,000.00) in the development entity (the "**Primary Owner**") of the contemplated residential condominium and commercial, retail, and restaurant development on the Property (the "**Primary Site**"). Purchaser shall confirm the allocation of the Purchase Price between the Hotel Site and the Primary Site within THIRTY (30) days after the Effective Date, provided that such allocation shall be reasonably acceptable to Seller. The preliminary legal description for the real property upon which the Hotel Site and Primary Site are to be located on the Land as described in Exhibit A attached hereto and made a part hereof. Within one hundred eighty (180) days of the Effective Date of this Agreement, Purchaser shall obtain specific legal descriptions for both the Hotel Site and Primary Site, at which time this Agreement shall be amended to add said legal descriptions for the Hotel Site and Primary Site as Exhibit A-1 and Exhibits A-2 to this Agreement. The operating agreements for the Hotel Owner and the Primary Owner (the "**Operating Agreements**") shall provide (i) for Seller's limited partnership interests to generate a minimum of 8% internal rate of return (calculated from the Closing Date), (ii) for Seller's limited partnership interests to be subject to the same treatment as other limited partnership interests, provided that Seller shall not be obligated to make any additional capital contributions beyond Seller's initial $2,000,000.00 contribution, (iii) that Seller's limited partnership interests shall not be diluted in the event of a limited partner capital call, and (iv) that Purchaser shall be obligated to buy Seller's limited partnership interests for an amount equal to an 8% internal rate of return (calculated from the Closing Date) if a liquidation event has not occurred by the date which is five (5) years following the Closing Date, subject to any delay resulting from a Force Majeure Event. The form of the Operating Agreements shall be reasonably acceptable to Purchaser and Seller.

ARTICLE IV
DUE DILIGENCE INVESTIGATION

Section 4.01 Due Diligence Materials. Seller has delivered, or shall cause to be delivered, or made available, all to the extent in Seller's possession or control, materials relating to the Property's physical and environmental condition, and any other documents relating to the Property reasonably requested to date by Purchaser as set forth in the checklist attached hereto as Exhibit B (collectively, the "**Due Diligence Materials**"). Purchaser reserves the right to make additional requests of Due Diligence Materials up to FIVE (5) business days following the commencement of the Due Diligence Period.

Section 4.02 Due Diligence Period. Purchaser shall have a period of TWENTY (20) days following the full execution of this Agreement by both parties on February 21, 2025 (the "**Due Diligence Period**"), to conduct or cause to be conducted any and all tests, studies, surveys, inspections, reviews, assessments, or evaluations of the Property, including without limitation engineering, topographic, soils, zoning, wetlands, geotechnical and environmental inspections (including Phase I and/or Phase II environmental site assessments to be performed by an environmental consultant selected by Purchaser) (the "**Inspections**"), as Purchaser deems necessary, desirable, or appropriate in its sole and absolute discretion, and analysis of the Due Diligence Materials. Purchaser shall have the unconditional right, for any reason or no reason whatsoever, to

terminate this Agreement upon written notice to Seller delivered at any time prior to 11:59 p.m. Eastern on the last day of the Due Diligence Period. If Purchaser does not timely notify Seller of its election to terminate this Agreement prior to 11:59 p.m. Eastern on the last day of the Due Diligence Period, Purchaser shall be deemed to have elected to proceed to Closing, subject to the terms and conditions of this Agreement. If Purchaser elects to terminate this Agreement as provided in this Section 4.02, Seller shall return the Deposit to Purchaser, upon such refund being made this Agreement shall terminate, and the parties shall have no further liability hereunder (except with respect to those obligations hereunder which expressly survive the termination of this Agreement). Notwithstanding anything to the contrary contained in this Agreement, amendments to this Agreement to extend the Due Diligence Period may be agreed upon in writing or email by each party or each party's respective attorney and notices to terminate this Agreement prior to the expiration of the Due Diligence Period may be given, by Purchaser as provided in this Agreement or by Purchaser or Purchaser's attorney by fax or by email to Seller and/or Seller's attorney.

Section 4.03 Purchaser's Access. At any time prior to the Closing, including the Due Diligence Period, and at all times, subject to Section 4.04, Purchaser and its agents, employees, consultants, inspectors, appraisers, engineers, and contractors (collectively, "**Purchaser's Representatives**") shall have the right to enter upon and pass through the Property during normal business hours to examine and inspect the same, as well as conduct reasonable tests, studies, investigations, and surveys to assess utility availability, soil conditions, environmental conditions, physical condition, and the like of the Property.

Section 4.04 Purchaser's Right to Inspect.

(a) In conducting the Inspections or otherwise accessing the Property, Purchaser shall at all times comply with all laws and regulations of all applicable governmental authorities In connection with such Inspections, neither Purchaser nor any of Purchaser's Representatives shall: (i) unreasonably interfere with or permit unreasonable interference with any person occupying or providing service at the Property; or (ii) unreasonably interfere with the business of Seller (or any of its tenants) conducted at the Property or unreasonably disturb the use or occupancy of any occupant of the Property.

(b) Purchaser shall schedule and coordinate all Inspections or other access thereto with Seller and shall give Seller at least TWO (2) Business Days' prior notice thereof. Seller shall be entitled to have a representative present at all times during each such inspection or other access. Seller shall allow the Purchaser's Representatives unlimited access to the Property and to other information pertaining thereto in the possession or within the control of Seller for the purpose of the Inspections.

Section 4.05 Seller Indemnification. Purchaser agrees to indemnify and hold Seller harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, Seller's reasonable attorneys' fees, court costs, and disbursements but excluding consequential and indirect damages) incurred by Seller arising from or by reason of Purchaser's and/or Purchaser's

Representatives' access to, or Inspections of, the Property, except to the extent such losses, costs, damages, liens, claims, liabilities, or expenses are caused by or resulting from: (a) Seller's negligence or willful misconduct; and/or (b) any pre-existing, dangerous, illegal, or defective condition at the Property, except to the extent that such matters or conditions are aggravated by Purchaser's negligence or willful misconduct. The provisions of this Section 4.05 shall survive for a period of TWELVE (12) months following the Closing or earlier termination of this Agreement.

ARTICLE V
CLOSING

The closing of the transaction contemplated by this Agreement (the "**Closing**") shall occur through an escrow closing with Lippes Mathias LLP ("**Escrow Agent**") and shall occur on the date ("**Closing Date**") which is the earlier to occur of (i) the closing of loan financing ("**Hotel Financing**") with respect to that certain hotel to be developed in connection with respect to King's Landing Phase I Development, as contemplated in that certain MOU between Live Oak Contracting and Mainsail Lodging and Development dated January 8, 2025 ("**MOU**"), and (ii) July 15, 2026 (the "**Outside Closing Date**"). Notwithstanding the foregoing, Purchaser may extend the Outside Closing Date upon written notice to Seller in the event that the Hotel Financing is not complete on July 15, 2026, as a result of a Force Majeure Event, and in such event the Outside Closing Date shall be extended by the corresponding number of days during which said Force Majeure Event prevents Purchase from obtaining the Hotel Financing. Purchaser shall give written notice to Seller of any alleged delay in the completion of the Hotel Financing resulting from a Force Majeure Event within five (5) days after the commencement of the Force Majeure Event, which notice shall identify the nature and expected duration of the Force Majeure Event. In no event shall the Outside Closing Date be extended more than one hundred eighty (180) days as a result of a Force Majeure Event.

Section 5.01 Intentionally Omitted.

Section 5.02 Seller's Closing Deliverables. At Closing, Seller shall deliver or cause to be delivered to each of the Hotel Owner and the Primary Owner, as applicable, each the following documents executed, certified, and acknowledged by Seller, as appropriate:

(a) One (1) original special warranty deed (the "**Deed**") duly executed with the appropriate acknowledgment form and otherwise in proper form for recording so as to convey title to the Hotel Site to the Hotel Owner and title to the Primary Site to the Primary Owner as required by this Agreement.

(b) Counterparts of any required transfer tax returns (the "**Transfer Tax Documents**"), or in each instance and if available, an electronic filing of such returns, together with the required payment of applicable transfer taxes, pursuant to the requirements of the applicable state and local taxing authorities.

(c) A bill of sale (the "**Bill of Sale**") executed by Seller, conveying to the Hotel Owner and the Primary Owner good and marketable title to the Personal Property as

described in the Bill of Sale, free and clear of all encumbrances and adverse claims, and payment of all sales taxes payable in connection with such conveyance of Personal Property.

(d) Assignment of the following, to the extent assignable: (i) all Construction and Management Agreements; (ii) all Assumed Permits and Licenses; (iii) all Plans and Surveys, (iv) the Municipal Agreement; and (v) any Reservation Agreements in effect at the Closing (collectively, the ("**Assignments**"). In conjunction with Seller's delivery of the Assignments, Seller shall also deliver to the Hotel Owner and the Primary Owner the corresponding originals or copies of the Construction and Management Agreements; Assumed Permits and Licenses; and Plans and Surveys being assigned from Seller to the Hotel Owner and the Primary Owner. Notwithstanding the foregoing, Purchaser shall be responsible for obtaining the necessary consents related to any assignment, however, Seller shall cooperate with Purchaser's efforts in obtaining such consents.

(e) A certification that Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder (collectively, the "**Code**"), which certification shall be signed under penalty of perjury.

(f) Originals, or copies certified by Seller as being complete, of all applicable outstanding bills, invoices, reservation deposit refunds, and other items that shall be paid by Seller on or before the Closing Date.

(g) A seller's affidavit in form reasonably acceptable to the Title Insurance Company.

(h) A resolution of the president of Seller authorizing the transactions contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(i) A written certificate stating that all representations and warranties contained in Section 7.01 remain, as of the Closing Date, true, correct, and complete in all material respects as when first made hereunder

(j) Counterparts of closing statements jointly prepared by Seller and the Hotel Owner or the Primary Owner, as applicable, reflecting the prorations and adjustments required under Section 5.06 of this Agreement and the balance of the Purchase Price due Seller as allocated between the Hotel Site and the Primary Site as agreed upon by the parties.

(k) A certified current list of all reservation deposits, which reservation deposits shall be credited to the Primary Owner at the Closing, and current bank statement reflecting same; and Seller certification that all cancelled reservations have been refunded.

(l) An assignment and assumption of contracts, warranties, permits, and licenses executed by Seller and assigning all Seller's right, title, and interest in the Assumed Contracts, Assumed Permits and Licenses, and Assumed Warranties and Guaranties.

(m) A notice to each vendor under the Assumed Contracts, if any, if required by the terms of such Assumed Contracts.

(n) Evidence of termination of all Service Contracts, if any, except for the Assumed Contracts which the Hotel Owner or the Primary Owner, as applicable, has elected to assume pursuant to Section 8.03 hereof, together with proof of payment in full by Seller of any and all liabilities, fees, costs, or other expenses of Seller resulting from the Service Contracts, the termination thereof and the release of the counterparties thereto.

(o) The Operating Agreements.

(p) Originals or, if originals are not in the possession or control of Seller, copies of Plans and Surveys, to the extent same are in Seller's possession or under Seller's control.

(q) All other documents necessary or otherwise reasonably required by the Escrow Agent and Title Insurance Company to consummate the transactions contemplated by this Agreement.

Section 5.03 Purchaser's Closing Deliverables. On the Closing Date, the Hotel Owner and the Primary Owner shall each deliver or cause to be delivered to Seller, each of the following documents, executed, certified, and acknowledged by the Hotel Owner and the Primary Owner, as appropriate:

(a) The balance of the Purchase Price as set forth in Section 3.01(b), as adjusted for apportionments pursuant to Section 5.05 of this Agreement and as allocated between the Hotel Site and the Primary Site as agreed upon by the parties.

(b) The Hotel Owner and the Primary Owner shall, where applicable, join with Seller in the execution and delivery of the closing documents and instruments required under Section 5.02 of this Agreement.

(c) Resolutions consistent with the Operating Agreements authorizing the transactions contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(d) All other documents reasonably necessary or otherwise required by the Escrow Agent or the Title Insurance Company to consummate the transactions contemplated by this Agreement.

Section 5.04 Closing Costs.

(a) Seller and Purchaser shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement. The Deed and other agreements and instruments related to the transaction contemplated by this Agreement and such legal costs shall not be part of the closing costs; provided, however, that if any legal action is instituted under this Agreement, the prevailing party in such action shall be entitled to recover from the other party costs related to such legal action, including

reasonable attorneys' fees and costs in all trial, appellate, post-judgment, and bankruptcy proceedings.

(b) Seller shall pay:

(i) All recording fees for the release of any liens on the Property, as required pursuant to the terms of this Agreement;

(ii) All Delinquent Property Taxes (as hereinafter defined) and associated expenses related thereto; and

(iii) Any and all costs incurred by Seller in connection with the preparation, review, and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' or consultancy fees.

(c) Purchaser shall pay:

(i) The costs charged by Purchaser's Title Insurance Company for the owner's policy; loan policy and all endorsements and the loan policy;

(ii) The costs related to the Survey and any other survey or survey update;

(iii) Any state/county/city/town transfer taxes and sales taxes payable in connection with the transaction contemplated by this Agreement

(iv) Escrow Agent's fees;

(v) Any other fees or costs incurred by Purchaser in connection with Purchaser's due diligence reviews or the transactions contemplated by this Agreement, including, without limitation, Purchaser's attorneys' fees; and

(vi) All costs related to the recording fees payable in connection with the recording of the Deed and Purchaser's lender's security instruments, if any.

Section 5.05 Apportionments. The following shall be apportioned as of 11:59 p.m. of the date immediately preceding the Closing Date, unless expressly provided for otherwise:

(a) All real estate taxes based on the fiscal year for which they are assessed and any assessments, provided, however, that if any such charges are payable by any tenant under a lease, such charges shall not be apportioned. If the Closing shall occur before a new tax rate is fixed, the apportionment of real estate taxes shall be upon the basis of the tax rate for the preceding fiscal period applied to the latest assessed valuation, however, adjustment shall be made when the actual tax amount is determined. If the Property shall be, or has been, affected by any assessments or special assessments payable in a lump sum or which are, or may become, payable in installments, of which the first installment is then

a charge or lien, or has already been paid, then at the Closing such amounts shall be paid in full by Seller. Purchaser acknowledges that Seller has informed Purchaser that real estate taxes for the Property are delinquent ("**Delinquent Property Taxes**") and Purchaser agrees that, until the Closing, Seller shall not be obligated to pay such Delinquent Property Taxes or any other real estate taxes that become due and payable prior the Closing; provided, however, Seller shall remain solely liable for the payment of such Delinquent Property Taxes at Closing, including, but not limited, to any late fees, interest or other expenses due to such Delinquent Property Taxes being past due. Seller shall take any and all actions necessary to redeem, payoff or otherwise terminate any such tax certificate at or prior to Closing.

(b) All water and sewer charges based on the fiscal year for which they are assessed, unless the meters are read on the date immediately preceding the Closing Date; provided that Purchaser shall be responsible for all utility hook up charges and related administrative fees.

(c) Utilities, fuel, gas, and electric charges based on most recently issued bills, unless the meters are read on the date immediately preceding the Closing Date; provided, however, that if any such charges are payable by any tenant under a lease, such charges shall not be apportioned.

(d) Administrative fees allowable by law on tenant security deposits.

(e) All other items customarily apportioned in connection with sales of property substantially similar to the Property in the State of Florida.

(f) Fees, charges, penalties, or costs assessed by any governmental organization.

Section 5.06 Miscellaneous. Any miscellaneous adjustments payable by either Purchaser or Seller, as the case may be, that occur at the Closing may be paid at the Closing by delivery of personal or business checks, provided, however, that such miscellaneous adjustments do not exceed ONE THOUSAND and 00/100 Dollars ($1,000.00). Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of this Section 5.06 shall survive the Closing.

ARTICLE VI
TITLE MATTERS AND REVIEW

Section 6.01 Acceptable Title. Seller shall convey, and Purchaser shall accept, such title to the Property that Escrow Agent as authorized agent for Fidelity Title Insurance Company (the "**Title Insurance Company**") is willing to insure at regular rates, subject to the matters set forth in this Agreement. Seller shall convey, and Purchaser shall accept, fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject only to:

(a) The Permitted Exceptions; and

(b) Such other matters as any Title Insurance Company shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

Section 6.02 Permitted Exceptions. The Property shall be sold, assigned, and conveyed by Seller to Purchaser, and Purchaser shall accept and assume same, subject only to the following matters (collectively, the "**Permitted Exceptions**"):

(a) Any and all present and future zoning, building, environmental, and other laws, statutes, ordinances, codes, rules, regulations, requirements, or executive mandates of all governmental authorities having jurisdiction with respect to the Property, including, without limitation, landmark designations and all zoning variances and special exceptions, if any.

(b) Possible encroachments and/or projections of stoop areas, roof cornices, window trims, vent pipes, cellar doors, steps, columns and column bases, flue pipes, signs, piers, lintels, windowsills, fire escapes, satellite dishes, protective netting; sidewalk sheds, ledges, fences, coping walls (including retaining walls and yard walls), air-conditioners, and the like, if any, on, under, or above any street or highway, the Property, or any adjoining property.

(c) The state of facts shown on that certain ALTA/NSPS Land Title Survey made by EDC, Inc. dated February 27, 2020 ("**Survey**") and any additional state of facts a new or updated survey or personal inspection would show.

(d) Taxes and assessments for the year of Closing which are not yet due and payable.

(e) Easements and other matters of record approved or deemed approved by Purchaser.

Section 6.03 Title.

(a) Within TEN (10) Business Days following the execution of this Agreement: (i) Purchaser shall cause the Title Insurance Company to deliver to Purchaser a commitment for owner's policy of title insurance from the Title Insurance Company, together with true, legible (to the extent available), and complete copies of any tax search, departmental or municipal searches, and all instruments giving rise to any defects or exceptions to title to the Property (collectively, the "**Title Commitment**"), which Title Commitment shall be delivered to counsel for both Purchaser and Seller concurrently; and (ii) Seller shall deliver to Purchaser a copy of the Survey, which Purchaser may cause to be updated at Purchaser's expense.

(b) Within FIFTEEN (15) days from Purchaser's receipt of the last of the Title Commitment and Survey, Purchaser shall review such items and deliver to Seller, in writing (the "**Title Objection Notice**"), such objections as Purchaser may have to anything

contained or set forth therein ("**Title Objections**"). Any items to which Purchaser does not object within the FIFTEEN (15) day review period shall be deemed to be approved by Purchaser and shall be part of the Permitted Exceptions as defined in Section 6.02 of this Agreement. Seller shall have TEN (10) days from Seller's receipt of the Title Objection Notice to provide written notice to Purchaser ("**Title Objection Response**") advising if Seller elects to: (i) attempt to cure certain Title Objections, whereupon Seller shall diligently take action to cure any such Title Objections identified by Seller in its notice to Purchaser within thirty (30) days, as may reasonably be extended by Seller to allow Seller to cure same (the "**Cure Period**"); or (ii) not cure some or all of the Title Objections. Seller shall use best efforts to eliminate any Title Objections it elects to attempt to cure pursuant to its Title Objection Response within the Cure Period. In the event Seller does not cure the Title Objections it elected to attempt to cure prior to the expiration of the Cure Period, or Seller elects not to cure some or all of the Title Objections as set forth in its Title Objection Response, Purchaser shall have the right to: (1) terminate this Agreement by written notice to Seller delivered within ten (10) days following the expiration of the Cure Period or Purchaser's receipt of Seller's Title Objection Response, as applicable, in which event Purchaser shall receive a refund of the Deposit and this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (2) proceed to Closing hereunder with no reduction in the Purchase Price. All title exceptions which are approved or deemed approved by Purchaser shall constitute Permitted Exceptions for purposes hereof. Notwithstanding the foregoing: (A) subject to Sections 6.02(c) and 6.02(d) above, the standard preprinted exceptions set forth in the Title Commitment shall not constitute Permitted Exceptions for purposes hereof; and (B) all matters reflected on Schedule B-I of the Title Commitment shall be discharged and satisfied by Seller and/or Purchaser, as applicable, prior to Closing.

Section 6.04 Seller's Inability to Convey.

(a) Seller shall be required to cause to be released, satisfied, and removed of record as of the Closing Date: (i) any encumbrances which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Property on or following the Effective Date (other than with the prior written approval of Purchaser, which approval shall not be withheld, conditioned, or delayed with respect to the granting of Purchaser's approval in connection with requests for instruments to be recorded for the benefit of any utility or governmental authority but in all other cases in Purchaser's sole and absolute discretion); and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation, mechanics' liens, tax liens and real estate taxes, including the Delinquent Property Taxes, water rates, and sewer rents and taxes, in each case, which were caused by the actions or omissions of Seller and are due and payable but which remain unpaid and/or of record as of the Closing Date ("**Voluntary Liens**"). Seller may use Seller's proceeds from the Purchase Price to discharge and remove of record any Voluntary Liens on the Closing Date, and if Seller fails to discharge and remove of record any Voluntary Liens on or prior to the Closing Date, Purchaser shall be entitled to deduct from the Purchase Price such amounts as may

be required to satisfy and discharge the matters required to be satisfied and discharged by Seller pursuant to the preceding sentence.

(b) Notwithstanding anything in this Section 6.04 above to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder

Section 6.05 Violations. Purchaser agrees to purchase the Property subject to any and all notes or notices of violations of law or municipal ordinances, orders, designations, or requirements whatsoever noted in or issued by any federal, state, municipal, or other governmental department, agency, or bureau or any other governmental authority having jurisdiction over the Property (collectively, "**Violations**"), or any condition or state of repair or disrepair of the Property, whether or not noted, which, if noted, would result in a Violation being placed on the Property. Notwithstanding the foregoing, at Closing, Seller shall pay all fines and penalties assessed against the Property, if any.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

Section 7.01 Seller's Representations and Warranties. Seller represents and warrants to Purchaser on and as of the date of this Agreement and on and as of the Closing Date, as follows:

(a) Seller is duly organized, validly existing, and in good standing under the laws of the State of FLORIDA and has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(b) The execution, delivery, and performance of this Agreement by Seller and all agreements, instruments, and documents herein provided to be executed by Seller on the Closing Date: (i) do not violate the entity documents of Seller, or any contract, agreement, commitment, lease, order, judgment, or decree to which Seller is a party; and (ii) have been duly authorized by the resolutions of the manager of Seller and the appropriate and necessary action has been taken by such manager on the part of Seller. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Seller, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) To Seller's knowledge, neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval, or

registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Seller which has not been previously obtained.

(d) Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

(e) Except for what was disclosed in writing by Seller to Purchaser, there is no litigation, arbitration, or other legal or administrative suit, action, proceeding, or investigation pending or threatened against or involving Seller or the ownership or operation of the Property, including, but not limited to, any condemnation action relating to the Property.

(f) Seller has not entered into any service, maintenance, supply, leasing, brokerage, and listing and/or other contracts relating to the Property (along with all amendments and modifications thereof, the "**Service Contracts**") which shall be binding upon the Purchaser after the Closing, other than the Assumed Contracts. Seller has performed all its obligations under each of the Service Contracts and to Seller's knowledge, no fact or circumstance has occurred which, by itself or with the passage of time or the giving of notice or both, would constitute a default by any party under any of the Service Contracts. Seller has delivered to Purchaser true, correct, and complete copies of all Service Contracts.

(g) Seller has not received, except as disclosed in writing to Purchaser, notice of any material violation of any law or municipal ordinance, order, or requirement noted or issued against the Property by any governmental authority having jurisdiction over the Property, that has not been cured, corrected, or waived as of the Effective Date.

(h) Seller has delivered or made available to Purchaser complete copies of all the Due Diligence Materials to the extent in Seller's possession or under Seller's control with regard to the Property, and to Seller's knowledge there are no other documents or information included within the definition of Due Diligence Materials that have not been provided to the Purchaser. To Seller's knowledge, none of such Due Diligence Materials contains any untrue statement of a material fact or omits to state a fact necessary to make the statement of fact contained therein not misleading in any material respect.

(i) To Seller's knowledge, the Hazardous Materials disclosed in the Due Diligence Materials have been properly remediated as evidenced by Seller's receipt of that certain Groundwater Monitoring Well Abandonment Report dated August 28, 2023, prepared by Andersen Andre Consulting Engineers, Inc. under File Number 22-156, a copy of which is which are attached hereto as Exhibit C, and Seller has not placed, installed or stored any Hazardous Materials at, on, in, or under the Property, and to Seller's knowledge no such Hazardous Materials are otherwise existing at, on, in, or under the Property in violation of any Environmental Laws. "**Hazardous Materials**" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including PCBs, lead paint, asbestos, urea formaldehyde, radioactive

materials, putrescible materials, and infectious materials. "**Environmental Laws**" means, without limitation, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal, state, county, municipal, and other local laws governing or relating to Hazardous Materials or the environment together with their implementing regulations, ordinances, and guidelines.

(j) Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator, or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and shall not be rendered insolvent by the performance of its obligations under this Agreement.

(k) Intentionally omitted.

(l) Seller is not, and shall not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(m) The representations and warranties set forth in this Section 7.01 shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time. Subject to the terms and conditions of Article XI, the representations and warranties of Seller set forth in this Section 7.01 shall survive the Closing and shall not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

(n) Except for the lease for approximately 1,200 square feet of restaurant space at the Property to be granted to Indian River State College pursuant to Section 8.01(c) below, no person, party, entity, or otherwise currently possesses or has the option to possess a leasehold interest in the Property.

Section 7.02 Purchaser's Representations and Warranties. Purchaser represents and warrants that:

(a) Purchaser is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, is qualified to conduct business in the State of Florida, and has the requisite power and authority to enter into this

Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(b) The execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser on the Closing Date: (i) do not violate the operating agreement of Purchaser, or any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party; and (ii) have been duly authorized by the resolutions of the manager of Purchaser and the appropriate and necessary action has been taken by such manager on the part of Purchaser. The individuals executing this Agreement and the instruments referenced herein on behalf of Purchaser have the legal power, right, and actual authority to bind Purchaser to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Purchaser, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Purchaser to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Purchaser which has not been previously obtained.

(d) Purchaser is not a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations OFAC (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(e) To the best of its knowledge, there are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, nor any actions, suits, or other legal or administrative proceedings pending or, to the best of Purchaser's actual knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

(f) The representations and warranties set forth in this Section 7.02 shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time. The representations and warranties set forth in this Section 7.02 shall survive the Closing and shall not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

Section 7.03 Bring Down Certificate. Seller and Purchaser shall each deliver a bring down certificate reaffirming the accuracy and truthfulness of each of their representations and warranties in Section 7.01 and 7.02 (or, if any has ceased to be true, so indicating), and providing that such representations and warranties shall survive the

Closing and the delivery of the Deed at Closing in accordance with the terms and conditions of this Agreement.

ARTICLE VIII
SELLER'S COVENANTS

Section 8.01 Leases. During the period from the Effective Date until the Closing Date, Seller shall not:

(a) Without Purchaser's consent, enter into any agreements ("**Reservation Agreements**") providing for new reservation deposits, or submit or consider any proposal for a new reservation deposit. Purchaser agrees to honor all reservations and Reservation Agreements, that have not otherwise cancelled, which exist as of the Closing.

(b) Enter into any new agreements with any brokers in connection with any prospective buyers for new reservation deposits from the date of this Agreement through the Closing Date, or earlier termination of this Agreement, without Purchaser's consent and Purchaser shall assume at the Closing all obligations under such agreements. There shall be no apportionment between Seller and Purchaser of any commission payments arising under such agreements and originating from prospective tenants who after the Closing Date become tenants of the Property. Purchaser shall pay all commissions and other financial obligations with respect to leases executed after the execution of this Agreement.

(c) Purchaser acknowledges that Seller is obligated to donate approximately 1,200 square feet of restaurant space at the Property to Indian River State College pursuant to the material lease terms attached hereto as Exhibit D. Purchaser acknowledges that the terms set forth in Exhibit D remain subject to the reasonable approval of Indian River State College; provided, however, the only obligations in the lease that Purchaser shall be required to donate to Indian River State College are: (i) the Base Rent of $42,000.00 annually; and (ii) the one time Tenant Improvement Allowance of $42,000.00, and Indian River State College shall be solely liable for all other costs and expenses related to the construction, occupancy and use of the donated restaurant space throughout the term of the lease. At Closing, Seller and Purchaser shall execute and record in the public records a memorandum of agreement pursuant to which Purchaser shall agree to grant such lease, and Purchaser shall indemnify, defend, and hold the Seller harmless from, any and all claims, losses, damages, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising in connection with any failure by Purchaser to grant such lease. The foregoing indemnification shall survive the Closing.

Section 8.02 Maintenance and Repairs. During the period from the Effective Date until the Closing Date, Seller shall cause the Property, and the Improvements, to be maintained in substantially the same manner as prior to the date of this Agreement pursuant to Seller's normal course of business. Seller shall not cause or make any new improvements, alterations, or demolition to the Property.

Section 8.03 Service Contracts. Following the Effective Date, Seller shall not enter into any new Service Contract which is not terminable on thirty (30) days prior notice without Purchaser's prior written consent, which may be withheld in Purchaser's sole discretion. Purchaser shall identify all Service Contracts to be terminated at or prior to the Closing within THIRTY (30) days after the Effective Date, and Seller shall, at its sole cost and expense, terminate the Service Contracts so identified. Purchaser shall assume all other Service Contracts (including any new Service Contracts entered into by Seller in accordance with this Section 8.03) (the "**Assumed Contracts**"). Notwithstanding the foregoing Seller shall terminate the Management Agreement and any leasing broker listing agreements for the Property effective as of the Closing.

Section 8.04 Municipal Agreement. Purchaser acknowledges that Seller, the City of Fort Pierce (the "**City**"), and the Fort Pierce Redevelopment Agency ("**FPRA**") are parties to that certain Amended and Restated Agreement for Development of King's Landing dated February 8, 2022, and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County, as amended by that certain First Amendment to Amended and Restated Agreement for Development of King's Landing dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County, and as amended by that certain Second Amendment to Amended and Restated Agreement for Development of King's Landing dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (collectively, as amended, the "**Municipal Agreement**"). Purchaser and Seller agree that this Agreement shall not become effective until Seller, the City, and FPRA have executed a third amendment to the Municipal Agreement (the "**Third Amendment**") approving this Agreement, and that the effective date of this Agreement shall be the date on which the Third Amendment is fully executed, delivered by the parties to it, and recorded in the public records of St. Lucie County, Florida ("**Effective Date**"). Purchaser and Seller also agree that this Agreement shall be subject to the applicable terms and conditions set forth in the Municipal Agreement, and that the Land will be conveyed at Closing subject to the Municipal Agreement. Seller will use commercially reasonable efforts to cause City and FPRA to acknowledge in the Third Amendment the delivery of items under the Municipal Agreement by Purchaser on behalf of Seller. If the Third Amendment is not executed on or before THIRTY (30) days from the full execution of this Agreement, then this Agreement shall terminate and be of no further force and effect. From and after the Effective Date, Purchaser shall comply with and perform the Seller's obligations under the Municipal Agreement, and Purchaser agrees that any failure to perform the Seller's obligations under the Municipal Agreement shall be a default under this Agreement. Purchaser shall also indemnify, defend, and hold the Seller harmless from, any and all claims, losses, damages, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising in connection with any failure by Purchaser to perform such obligations under the Municipal Agreement, and the foregoing indemnification shall survive the Closing or any earlier termination of this Agreement. Purchaser shall submit the Site Plan to the City for approval by no later than May 31, 2025.

ARTICLE IX
RISK OF LOSS

Section 9.01 Risk of Loss. If prior to the Closing Date any portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, neither party shall have the right to cancel this Agreement, except as otherwise provided in Section 9.02 of this Agreement. If this Agreement is not terminated in strict accordance with such Section 9.02, Purchaser shall purchase the Property in accordance with this Agreement, and the Purchase Price shall not be reduced; provided, however, that Seller's rights to any award resulting from such taking or any insurance proceeds resulting from such fire or other casualty shall be assigned by Seller to Purchaser at the Closing. Purchaser shall also receive a credit against the Purchase Price for any deductible applicable under any insurance policy (less any reasonable sums expended by Seller for repair or restoration through the Closing Date). Purchaser and Seller hereby irrevocably waive the provision of any statute that provides for a different outcome or treatment if the Property shall be taken or damaged or destroyed by fire or other casualty.

Section 9.02 Major Taking or Casualty. If prior to the Closing Date any portion of the Property shall be: (a) taken by any condemnation or eminent domain which permanently and materially impairs the current use of the Property; or (b) damaged or destroyed by fire or other casualty and the cost of repair exceeds ONE HUNDRED THOUSAND and 00/100 Dollars ($100,000.00), then Purchaser may terminate this Agreement by giving Seller written notice thereof ("**Purchaser's Termination Notice**") FIFTEEN (15) days from the date Purchaser receives written notice of any such taking, fire, or other casualty. Upon receipt of Purchaser's Termination Notice, Seller shall refund to Purchaser the Deposit and upon such refund being made, this Agreement shall terminate and neither party shall have any further rights and/or obligations with respect to each other or this Agreement, except for any obligations that expressly survive termination of this Agreement.

ARTICLE X
NOTICES

Section 10.01 Delivery of Notices. Unless specifically stated otherwise in this Agreement, all notices, demands, consents, approvals, waivers, or other communications (for purposes of this Section 10.01 collectively referred to as "**Notices**") shall be in writing and delivered to Purchaser, Seller, or Escrow Agent, at the addresses set forth in Section 10.02, by one of the following methods:

(a) Personal delivery, whereby delivery is deemed to have occurred at the time of delivery;

(b) Overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier;

(c) Registered or certified mail, postage-prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third Business Day following deposit with the U.S. Postal Service; or

(d) Electronic transmission (facsimile or email) provided that such transmission is completed no later than 5:00 p.m. Eastern on a Business Day.

Section 10.02 Parties' Addresses.

(a) Unless changed in accordance with Section 10.02(b) of this Agreement, the addresses for all communications and notices shall be as follows:

If to Seller:

Audubon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480
Attn: Dale Matteson
Email: dale@audubondevelopment.com

With a copy to:

Jones Foster P.A.
350 Royal Palm Way, Suite 406
Palm Beach,. FL 33480
Attention: Ben Alexander
Email: balexander@jonesfoster.com

If to Purchaser:

Name: LIVE OAK HOLDINGS GROUP, LLC
Address: 100 N Laura Street, Suite 900, Jacksonville,
Fl 32202
Telephone:904-497-1500
Attention: Paul Bertozzi
Email:paulb@liveoakcontracting.com

With a copy to:

Name: Lippes Mathias, LLP
Address: 10151 Deerwood Park Blvd

Building 300, Suite 300

Jacksonville, Fl 32256
Telephone:904-660-0020
Attention: Christopher Walker
Email:cwalker@lippes.com
Facsimile:

If to Escrow Agent:

Name: Lippes Mathias, LLP
Address: 10151 Deerwood Park Blvd

Building 300, Suite 300
Jacksonville, Fl 32256
Attention: Christopher Walker
Email: cwalker@lippes.com
Facsimile:

(b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

(c) Any notice under this Agreement may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

ARTICLE XI
REMEDIES

Section 11.01 Remedies.

(a) If Purchaser shall default in the observance or performance of Purchaser's obligations under this Agreement and the Closing does not occur as a result thereof (a "**Purchaser Default**"), Seller's sole and exclusive remedy shall be to retain the Deposit, and any interest earned thereon, as liquidated damages for Purchaser's Default, upon which this Agreement shall be terminated, and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

(b) If Seller shall default in the performance of any of Seller's obligations to be performed under this Agreement and the Closing does not occur as a result thereof (a "**Seller Default**"), Purchaser's sole and exclusive remedy shall be to either: (i) terminate this Agreement by delivery of written notice to Seller and Seller shall return the Deposit to

Purchaser whereupon this Agreement shall terminate and neither party shall have any further rights or obligations with respect to each other or this Agreement, except those that are expressly provided in this Agreement to survive the termination hereof; or (ii) continue this Agreement and seek specific performance of Seller's obligations hereunder, provided that any such action for specific performance must be commenced within THIRTY (30) days after such default. Notwithstanding the foregoing, if Seller shall willfully default in its obligation to close the transaction hereunder on the Closing Date and specific performance shall not be a legally available remedy to Purchaser as a result thereof, then Purchaser shall: (x) have the right to receive a return of the Deposit; and (y) be entitled to (and Seller shall reimburse Purchaser for) Purchaser's Costs (which reimbursement obligation shall survive the termination of this Agreement). The term "**Purchaser's Costs**" is defined for the purpose of this Agreement as the expenses, if any, actually incurred by Purchaser from and after the Effective Date for: (i) title examination, survey, and municipal searches, including the issuance of Purchaser's Title Commitment and any continuation thereof, without issuance of a title insurance policy; (ii) fees paid to Purchaser's engineer for preparing any environmental and engineering reports with respect to the Property; and (iii) the actual and reasonable third-party costs incurred by Purchaser in connection with the negotiation of this Agreement and Purchaser's due diligence with respect to the Property, including, without limitation, reasonable attorneys' fees; provided, however that in no event shall the Purchaser's Costs exceed FIVE HUNDRED THOUSAND and 00/100 Dollars ($500,000.00).

(c) Upon the release of the Deposit to Purchaser (if applicable) and reimbursement of Purchaser's Costs (if applicable), this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

ARTICLE XII
INTENTIONALLY OMITTED

ARTICLE XIII
CONFIDENTIALITY AND PRESS RELEASE

Section 13.01 Confidentiality. Each party covenants and agrees not to communicate: (a) the terms or any aspect of this Agreement and the transactions contemplated hereby; and (b) the content of any and all information in respect of the Property which is supplied by either party (collectively, the "**Confidential Information**") to any person or entity, without the express written consent of such party; provided, however, that a party may, without consent, disclose the Confidential Information: (i) to its respective advisors, consultants, attorneys, accountants, partners, investors, and lenders (the "**Transaction Parties**") without the express written consent of the disclosing party, so long as any such Transaction Parties to whom disclosure is made shall also agree to keep all such information confidential in accordance with the terms hereof; (ii) to the City, the FPRA, or otherwise as required to perform the obligations required by the Municipal Agreement, and (iii) if disclosure is required by law or by regulatory or judicial process or pursuant to any regulations promulgated by the New York Stock Exchange or other

public exchange for the sale and purchase of securities, provided that in such event the disclosing party shall notify the other party in writing of such required disclosure, shall exercise all commercially reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, reasonably cooperating with the other party to obtain an appropriate order or other reliable assurance that confidential treatment shall be accorded such Confidential Information by such tribunal and shall disclose only that portion of the Confidential Information which it is legally required to disclose. The foregoing confidentiality obligations shall not apply to the extent that any such Confidential Information is a matter of public record or is provided in other sources readily available to the real estate industry other than as a result of disclosure by a party or its Transaction Parties. Each party shall indemnify, defend, and hold the other party harmless from, any and all claims, losses, damages, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising in connection with such party's obligations under this Section 13.01 and/or the disclosure of any Confidential Information by such party and/or by such party's Transaction Parties in violation of this Section 13.01.

Section 13.02 Return or Destruction of Confidential Information. As of the Closing Date or in the event of a termination of this Agreement, if applicable, such confidentiality shall be maintained by the parties and all Confidential Information in accordance with the written request of either party shall be either promptly: (a) returned to the disclosing party; or (b) destroyed by the nondisclosing party, with any such destruction confirmed in writing.

Section 13.03 No Press Release; Publicity. Prior to the Closing Date: (a) no press releases or public statements shall be issued or made by either Seller or Purchaser with respect to the transactions contemplated by this Agreement; and (b) Purchaser and Seller shall confer and agree on a press release to be issued jointly by Purchaser and Seller disclosing the transaction and the appropriate time for making such release. At no time, whether prior to or following the Closing Date, shall either Purchaser or Seller issue any press releases (or other public statements) with respect to the transactions contemplated in this Agreement which disclose the Purchase Price or contain any mention of the other Party to this Agreement without the approval of such other Party, which approval may be withheld in such other Party's sole and absolute discretion.

Section 13.04 Survival. The provisions of this Article shall survive the Closing or earlier termination of this Agreement.

ARTICLE XIV
BROKERS

Section 14.01 Brokers. Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about this transaction.

Section 14.02 Survival. The provisions of this Article XIV shall survive the Closing or the termination of this Agreement prior to the Closing.

ARTICLE XV
MISCELLANEOUS

Section 15.01 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida

Section 15.02 Merger; No Representations. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section 15.03 No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section 15.04 Business Days. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a nonbusiness day, then such period (or date) shall be extended until the next succeeding Business Day. As used herein, the term **"Business Day"** shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of Florida.

Section 15.05 Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

Section 15.06 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser shall have the right to assign, transfer, or convey its rights and obligations under this Agreement or in the Property, without the prior written consent of Seller, to: (i) an affiliate or related entity of Purchaser under the majority ownership and control of the principals of Purchaser; (ii) Hotel Owner; or (iii) Primary Owner; provided, however, that any assignee shall assume all Purchaser's obligations hereunder and succeed to all Purchaser's rights and remedies hereunder, written notice to Seller of the assignment and assumption must be delivered to Seller prior to the Closing, and Purchaser shall be released from its obligations under this Agreement, specifically excluding any of Purchaser's indemnification obligations and its obligations as to the Municipal Agreement with the City under this Agreement, for which Purchaser shall remain obligated.

Section 15.07 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this

Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 15.08 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of Florida and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 15.09 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

Section 15.10 Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section 15.11 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 15.12 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section 15.13 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section 15.14 Time of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than, or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 11:59 p.m. Eastern on such date, provided that such action must be completed by 4:00 p.m.

Eastern with respect to the payment of the balance of the Purchase Price and other payments by Purchaser on the Closing Date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

Section 15.15 Force Majeure Event. Is hereby defined as any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorism, terrorist activities, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotions, fire, flood, tornado, hurricane earthquake or other casualty, pandemic, and other causes beyond the reasonable control of the party obligated to perform under this Agreement (collectively, a "**Force Majeure Event**"). Except as otherwise set forth herein, a Force Majeure Event shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure Event. In the event a Force Majeure Event prevents performance by a party, such party shall give written notice to the other party within five (5) days after the commencement of the Force Majeure Event, which notice shall identify the nature and expected duration of the Force Majeure Event.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

PURCHASER:

LIVE OAK HOLDINGS GROUP, LLC, a Florida limited liability company

By: _____
Name: Paul Scotese
Title: President

SELLER:

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: Dale Matteson _____
Name: Dale Matteson
Title: President and CEO

Exhibit A

Legal Description

PARCEL A:

Being a parcel of land lying in Block "A", according to AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189 of the Public Records of St. Lucie County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 8, Block F, of said AARON LEE'S MAP OF FORT PIERCE, proceed North 18°44'11" West along the West line of Block F and the East Right-of-Way line of North 2nd Street (formerly known as Pine Street, as shown on said AARON LEE'S MAP OF FORT PIERCE and being a 50.00-foot-wide Public Right-of-Way), a distance of 254.00 feet to the Southwest corner of Lot 2 of said Map of Fort Pierce, said corner being the POINT OF BEGINNING; thence North 18°44'11" West, along the West line of Lots 2 and 1 and East Right-of-Way line of said 2nd Street a distance of 69.41 feet to a point of intersection with the East Right-of-Way line of the adjusted North 2nd Street; thence North 32°17'09" West, along said East Right-of-Way line, a distance of 371.24 feet to a point on the 3.50-foot-wide concrete bulkhead bounding Moore's Creek; thence along said bulkhead the following (5) courses and distances: North 56°42'22" East, a distance of 44.68 feet; thence North 65° 10'23" East, a distance of 179.28 feet; thence North 74 04'13" East, a distance of 71.16 feet; thence North 63 51'02" East, a distance of 224.31 feet; thence North 61 33'56 East, a distance of 29.63 feet to a point on the Westerly Right-of-Way line of Indian River Drive (s variable width Right-of-Way), as shown on the State of Florida State Road Department Right-of-Way Map Section 94500, last revised October 5, 1960; thence South 18 43'54" East, along said Westerly Right-of-Way line, a distance of 491.42 feet to a point on the Easterly prolongation of the Southerly line of said Lot 2, and Lot 3, said Block F; thence South 71 18'49" West, along said Easterly prolongation, and the South line of Lot 3, and 2, a distance of 457.21 feet to the POINT OF BEGINNING.

TOGETHER WITH PARCEL B (NORTH):

Being a parcel of land lying in Block "A" and a portion of Lot 1, Block "B", according to AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 8, Block F, of said AARON LEE'S MAP OF FORT PIERCE, proceed North 18°44'11" West along the West line of Block F and the East Right-of-Way line of North 2nd Street (formerly known as Pine Street, as shown on said and being a 60.00-foot-wide Public Right-of-Way), a distance of 323.41 feet to a point of intersection with the East Right-of-Way line of the adjusted North 2nd Street; thence North 32°17'09" West, along said East Right-of-Way line, a distance of 371.24 feet to a point on the 3.50-foot-wide concrete bulkhead bounding Moore's Creek; thence continue North 32°17'09" West, a distance of 44.51 feet to a point on the Northerly 3.50-foot-wide concrete bulkhead, said point being the POINT OF BEGINNING; thence North 32°17'09" West, departing said Creek, and along said East Right-of-Way line , a distance of 53.76 feet to a point on the West line of Lot 1, Block "B"; thence North 18°44'11" West, a distance of 67.04 feet to the Northwest corner of said Lot 1, and a point on the South Right-of-Way line of Avenue C (formerly known as Seminole Avenue as shown on said AARON LEE'S MAP OF FORT PIERCE); thence North 71°02'48" East, departing said Northwest corner and along said South Right-of-Way line, a distance of 304.27 feet to the West line of the East 92.7 feet of Lot 1 of Block "A" of said AARON LEE'S MAP OF FORT PIERCE; thence South 18°43'54" East, a distance of 103.40 feet to a point on the Northerly 3.50-foot-wide concrete bulkhead bounding Moore's Creek; thence along said concrete bulkhead the following (4) courses and distances: South 74°39'15" West, a distance of 51.85 feet; thence South 65°37'46" West, a distance of 181.91 feet; thence South 70°48'08" West, a distance of 53.29 feet; thence South 53°00'56" West, a distance of 5.89 feet to the POINT OF BEGINNING.

TOGETHER WITH PARCEL C (WEST):

A parcel of land being Lots 5 and 6 of Block "E", portions of Lots 7 and 8 of Block "E", a portion of Avenue "B: as shown on AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189, together with Lot 1 and the West 3.50 feet of Lot 2 of the New Subdivision Block E of AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 192 of the Public Records of St.

Lucie County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 8, Block F, of said AARON LEE'S MAP OF FORT PIERCE, proceed South 71°18'49" West, along the Easterly prolongation of the South line of Block "E" and along said South line, a distance of 310.00 feet to the POINT OF BEGINNING: thence continue along said South Block line South 71°25'01" West, a distance of 8.93 feet to a point on the East Right-of-Way line of the Florida East Coast Railroad as shown on the Station Map, Southern Division, Florida East Coast Railway Company Flagler System Station 12741+93.7 to Station 12796+90.0, dated September 5, 1944; thence North 18°21'33" West, along said Easterly Right-of-Way line, a distance of 400.00 feet (to) a point on the North line of Lot 7, said Block "E", said North line also being the South Right-of-Way line of Avenue "B", being formerly known as Tropical Avenue as shown on aforementioned AARON LEE'S MAP OF FORT PIERCE (a 65.00-foot-wide Right-of-Way); thence South 71°18'49" West, a distance of 42.46 feet; thence North 18°49'01" West, a distance of 65.00 feet; thence North 71°18'49"East, a distance of 40.00 feet; thence North 18°49'01" West, a distance of 72.51 feet to a point on the South Top of Bank of Moore's Creek; thence along said South Top of Bank the following (4) courses and distances; North 49°57'34" East, a distance of 64.50 feet; thence North 33°59'38" East , a distance of 70.44 feet; thence North 31°08'29" East, a distance of 82.06 feet; thence North 0°15'54" East, a distance of 14.97 feet to a point on the Westerly Right-of-Way line of the adjusted 2nd Street (a 60.00 -foot-wide Public Right-of-Way); thence South 32°17'09" East, along said Westerly Right-of-Way line, a distance of 320.88 feet to a point on the Westerly Right-of-Way line of 2nd Street as shown on aforementioned AARON LEE'S MAP OF FORT PIERCE; thence South 18°44'11" East, along said Westerly Right-of-Way line, a distance of 8.92 feet to a point on the Southerly line of Lot 1, said Block "E"; thence South 71°18'49" West, along said Southerly line, a distance of 146.50 feet to a point of intersection with a line lying and being 3.50 feet East of and parallel with the West line of Lot 2, said Block "E"; thence South 18°44'11" East, a distance of 50.00 feet to the South line of said Lot 2, said line also being the North line of Lot 3, said Block "E"; thence South 71°18'49" West, along said North Lot line, a distance of 3.50 feet to the West line of said Lot 3; thence South 18°44'11" East, along the West line of Lots 3 and 4 and the Southerly prolongation thereof, a distance of 115.00 feet to a point on a line lying and being 15.00 feet South of and parallel with the Northerly Right-of-Way line of Church Street, formerly know as Palm Terrace on the aforementioned AARON LEE'S MAP OF FORT PIERCE (a 50.00-foot-wide Right-of-Way); thence South 71°18'49" West, along said parallel line, a distance of 100.00 feet to a point of intersection with the Northerly prolongation of the West line of Lot 9, said Block "E"; thence South 18°44'11" East, along said prolongated line and West line of Lot 9 a distance of 185.00 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Lots 1 through 10, King's Lane (Private Access Tract), and Drainage Tract, Villas at Kings Landing, according to the plat thereof as recorded in Plat Book 119, Pages 11 and 12, Public Records of St. Lucie County, Florida.

Exhibit B

DUE DILIGENCE MATERIALS CHECKLIST

Seller shall provide responses and/or copies for all items listed herein below regarding the Property. Please note that in the event Seller does not have any information and/or documentation pertaining to any of the items listed below, please indicate same by stating "**None**" next to such items.

Real Property Considerations:

- Legal description of the Property owned by Seller – **See Exhibit A to this Agreement.**
- Existing title policies – **Owner's Title Policy delivered to the Buyer by email on February 19, 2025.**
- Existing surveys – **Survey (as defined in the Agreement) delivered to the Buyer by email on February 19, 2025.**
- Zoning approvals, variances or use permits – **None.**
- All notes, mortgages, deeds of trusts and other interests (other than the reservations discussed below) granted to third parties in respect to the Property – **None.**
- All unrecorded easements and rights of way owned or granted by Seller for the Property – **None.**
- Confirmation of public access to Property – **None.**
- All encroachments from or onto Seller's property, access restrictions, and violations of buildings set-back requirements – **See the Survey.**
- Description of all recent completed construction and construction in progress – **None.**
- Utilities access and metering (electric, cable, gas, water, sewer) – **None.**
- List of personal property included in the sale – **None.**

Contracts Agreements:

- New construction, improvements, repair and maintenance contracts – **None.**
- Service and maintenance agreements – **None.**
- Patent and copyright licensing agreements and the like – **None.**
- All agreements and instruments securing indebtedness, e.g., mortgages, installment sales contracts, notes, deeds of trust, security agreements, pledge agreements and guarantee agreements – **None.**
- Open purchase orders or other documents constituting agreements to purchase goods or services – **None.**
- Copies of all contracts currently in place – **None.**
- Master list of all existing reservations for the Property. – **Schedule of current reservations delivered to the Buyer by email on February 21, 2025.**

Environmental Considerations:

- All documents relating to the inspection of the Property for asbestos, PCB's and other environmental, health or other hazards and the abatement of any such hazards; including all documents related to any inspection of the water supplies to the Property or condition of drinking water to the Property – **All existing environmental documentation in the Seller's possession delivered to the Buyer by email on February 19. 2025.**

- All documents relating to the Seller's compliance with, or potential, alleged or actual violation of, any state, federal, local or regional statute, code, regulation, ordinance, resolution, order, judgment or ruling or any common law doctrine pertaining to the disposal, release, movement, storage or handling of any hazardous substance and any petroleum product or any material regulated or controlled under any federal, state or local enactments addressing preservation of the environment – **All existing environmental documentation in the Seller's possession delivered to the Buyer by email on February 19. 2025.**
- All Phase I and Phase II environmental reports – **All existing environmental documentation in the Seller's possession delivered to the Buyer by email on February 19. 2025.**
- Infectious or hazardous waste disposal agreements – **None.**

Insurance Information:

- List and descriptions of pending or threatened insurance claims – **None.**
- List of all current outstanding claims, insurance coverage available and reserves established regarding same – **None.**

Litigation and Liabilities:

- Schedule of all existing and reasonably imminent or threatened judicial and arbitration proceedings (including, without limitation, tort, breach of contract, EEOC, workers' compensation, unemployment compensation claims, wage and hour complaints), identifying opposing parties, nature of claim, counsel for both sides, insurance coverage status and likely exposure. As to existing litigation, provide identification of counsel for each party, assessment of status, claim and defense prepared by Seller's counsel – **None.**
- Schedule of all known contingent liabilities – **None.**
- Schedule of all administrative proceedings (whether federal, state or local), pending or threatened – **None.**
- Schedule of all governmental investigations or inquiries, pending or threatened – **None.**
- Schedule of all labor disputes – **None.**
- Description of all agreements with collection agencies and similar organizations regarding current litigation, assignment and collection guidelines on accounts receivable – **None.**
- Description of any injunctions, court orders or consent decrees to which Seller is a party – **None.**

Regulatory:

- All business licenses or permits (including without limitation, operationally required licenses, limited sales tax permits, certificates of occupancy, pollution control permits, boiler permits, elevator permits, parking structure permits, etc.) – **None.**
- Building Code compliance – **None.**
- All correspondence and filings with federal, state, local and any other regulatory bodies or agencies – **All such correspondence in the Seller's possession was delivered to the Buyer by email on February 19, 2025.**
- Description of all multi-party contracts and agreements regarding pricing or delivery of services – **None.**

- Copies of all manuals, policies and similar information relating to compliance with regulatory requirements – **None.**

Miscellaneous:

- List of patents, trademarks, trade names, service marks, trade secrets, or copyright materials – **None.**
- Description of any construction projects – **None.**
- Evidence of planning and zoning approvals including licensing approvals received to date for any construction project – **None.**
- Architect, general contractor or other contracts relating to any construction project – **None.**

Exhibit C

Groundwater Monitoring Well Abandonment Report

[attached on the following pages]

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
Geotechnical Engineering
Construction Materials Testing
Environmental Consulting

August 28, 2023
File No. 22-156

Florida Department of Environmental Protection
Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, Florida 33406

Attention: Ms. Nikol Havranek

Subject: **GROUNDWATER MONITORING WELL ABANDONMENT REPORT**
KINGS LANDING (FKA H.D. KING POWER PLANT)
301 N. INDIAN RIVER DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
WASTE CLEANUP ID NO. ERIC_6906, COM_8363

Dear Ms. Havranek:

Andersen Andre Consulting Engineers, Inc. (AACE) is pleased to submit this report which documents the abandonment of nine (9) groundwater monitoring wells at the above referenced project site. The scope of service was designed to fulfill the requirements that all groundwater monitoring wells must be properly abandoned as outlined in the Florida Department of Environmental Protection's (FDEP) "Site Rehabilitation Completion Order" letter dated August 4, 2023. A copy of this correspondence is attached hereto.

On August 15, 2023, an AACE representative was on-site to oversee the abandonment of the groundwater monitoring wells. The 2-inch diameter wells were originally installed to the depths indicated on the table below. The locations of the monitoring wells are shown on the attached Well Location Plan. The well abandonments were performed by Down the Hole Testing & Drilling, Inc. of Port St. Lucie, Florida, a licensed well contractor (License No. 11352). Each of the wells was filled with neat cement utilizing a tremie pipe in accordance with Florida Administrative Code 62-532.500(5), cut flush with the ground surface and covered with the surrounding soil. Copies of the well abandonment reports are attached hereto.

Well No.	Relative Top of Casing Elevation	Total Well Depth (Referenced from Ground Surface)
MW-1	11.97'	12'
MW-2	12.92'	12'
MW-3	12.84'	12'
MW-4	1289'	12'
MW-5	13.15'	12'
MW-6	12.30'	12'
MW-7	12.43'	12'
MW-8	12.00'	12'
MW-9	12.27'	12'

It has been a pleasure assisting you with this project. Should you have any questions regarding this report, or if we may be of any further assistance, please contact us.

Best regards,
ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

David P. Andre, P.E.
Principal Engineer
FL Reg. No. 53969
8/28/23

DAVID P. ANDRE LICENSE No. 53969 * STATE OF FLORIDA * PROFESSIONAL ENGINEER

cc: Mr. Dale Matteson - Audubon Development
Mr. David Baggett, P.E. - EDC
Mr. Gregory Lewis - Conkling & Lewis

Attachments: FDEP Site Rehabilitation Completion Order (August 15, 2023)
Well Location Plan
Well Abandonment Reports

FLORIDA DEPARTMENT OF
Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

August 4, 2023

VIA ELECTRONIC MAIL: ldobbins@deanmead.com

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

Subject: **Site Rehabilitation Completion Order (SRCO)**
KINGS LANDING (FKA H.D. KING POWER PLANT)
301 N. Indian River Drive
Fort Pierce, St. Lucie County, Florida
Site ID: ERIC_6906 (formerly COM_82363); BF561101001

Dear Mr. Dobbins:

The Florida Department of Environmental Protection (Department), Southeast District, has reviewed the Natural Attenuation Monitoring Plan (NAMP) Year No. 1, Event No. 2 (Y1E2) dated July 20, 2023 (received July 21, 2023), prepared and submitted by Andersen Andre Consulting Engineers, Inc. (AACE) for the property referenced above. Maps showing the location of the Site and the former location of the "contaminated site" (i.e., contaminant plume) for which this Order is being issued are attached as Exhibit 1 and 2 and are incorporated by reference herein.

The contamination, which was reported via Phase I Environmental Site Assessment dated December 7, 2007, consisted of semi-volatile organic compounds, polychlorinated biphenyls, total recoverable petroleum hydrocarbons, aluminum, arsenic, barium, cadmium, chromium, cobalt, copper, iron, lead, manganese, mercury, nickel, thallium, silver, vanadium, and zinc. The subject site subsequently entered into a Brownfields Site Rehabilitation Agreement (BSRA) on November 29, 2012. The NFA Proposal is supported by earlier submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.), which can be found in the department's document repository at: http://depedms.dep.state.fl.us/Oculus/servlet/login.

Based on the documentation submitted with the July 2023 NAM activities and other submitted documents, the Department has reasonable assurance that you have met the criteria in Chapter 62- 780, F.A.C. The submittals indicate that soil and groundwater contaminant concentrations are below the applicable Soil Cleanup Target Levels and Maximum Concentration Limits or Groundwater Cleanup Target Levels as adopted in

Chapter 62-777, F.A.C. (Effective date April 17, 2005.) Therefore, you have satisfied the site rehabilitation requirements for the above referenced contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached Exhibit 3, incorporated by reference herein, which includes information regarding the contaminants, affected media, and applicable cleanup target levels for the contaminated site that is the subject of this Order.

Failure to meet the following requirement will result in the revocation of this Order:

(a) You are required to properly plug and abandon all monitoring wells, injection wells, extraction wells, and sparge wells, unless these wells are otherwise required for compliance with a local ordinance or another cleanup, within 60 days of receipt of this Order. The wells must be plugged and abandoned in accordance with the requirements of Rule 62-532.500(5), F.A.C. A Well Plugging Report shall be submitted within 30 days of well plugging.

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

(a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;

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

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

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov. Also, a copy of the petition shall be mailed to the addressee of this order at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the addressee of this order must be filed within **21** days of receipt of this written notice. Petitions filed by any persons other than the addressee of this order must be filed within **21** days of publication of the notice or within **21** days of receipt of the written notice, whichever occurs first.

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an

administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Questions

Any questions regarding the Department's review of the Natural Attenuation Monitoring Plan (NAMP) Year No. 1, Event No. 2 (Y1E2) and No Further Action (NFA) Proposal, dated July 20, 2023, should be directed to Nikol Havranek at (561) 681-6656 or by email at Nikol.Havranek@FloridaDEP.gov. Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850)245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

EXECUTION AND CLERKING
Executed in West Palm Beach, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Norva Blandin, MSEM
Program Administrator
Permitting & Waste Cleanup Program
Southeast District

Enc:
Exhibit 1: Site Map

Exhibit 2: Monitoring Well Location Map
Exhibit 3: Summary of Groundwater Data

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

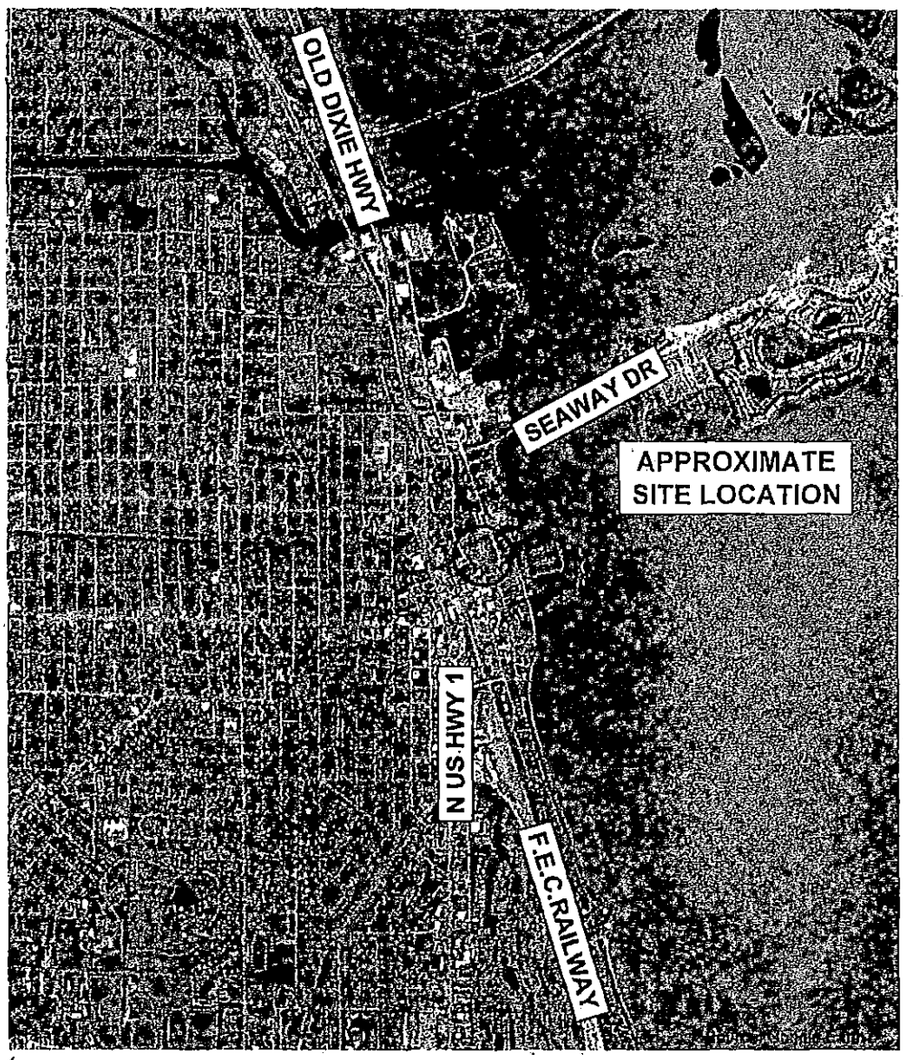
cc: David P. Andre, P.E., dandre@aaceinc.com
G. Lewis, glewis@conklingandlewis.com
Kenny Lewis, KLewis@conklingandlewis.com
Dale Matteson, Audubon Development, dale@audubondevelopment.com
David Baggett, EDC, Inc., davidbaggett@edc-inc.com
Brad Currie, EDC, Inc., bradcurrie@edc-inc.com
Nick Mimms, City of Fort Pierce, nmimms@cityoffortpierce.com
Shyanne Helms, City of Fort Pierce, shelms@cityoffortpierce.com
Jesse Markle, SFWMD, jmarkle@sfwmd.gov
Gary Priest, SFWMD, gpriest@sfwmd.gov
Kelly Crain, FDEP, Kelly.crain@floridadep.gov
Indarjit Jagnarine, FDEP, indarjit.jagnarine@floridadep.gov
Leah J. Smith, FDEP, leah.j.smith@floridadep.gov
Norva Blandin, FDEP-SED, norva.blandin@floridadep.gov
Nikol Havranek, FDEP, Nikol.Havranek@FloridaDEP.gov

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Vanessa Osborne
Clerk

08/04/2023
Date

EXHIBIT 1

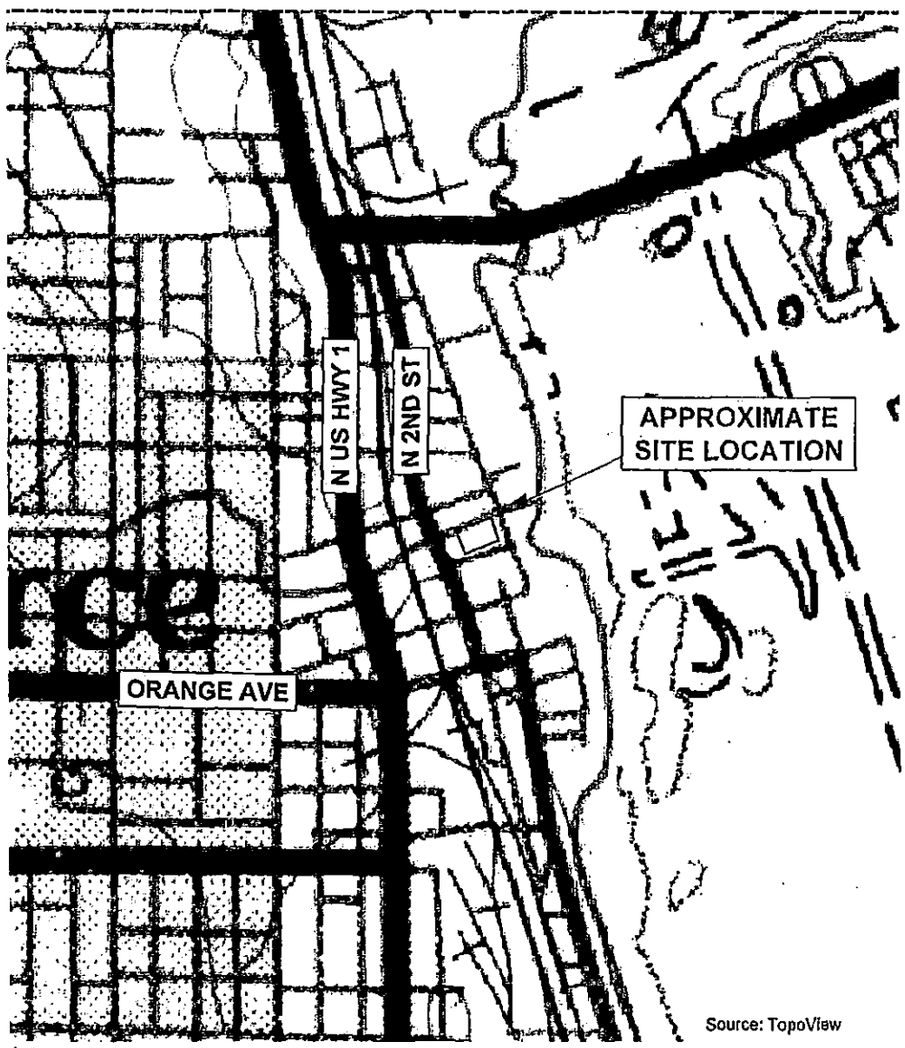


...within
Section 10, Township 35 South, Range 40 East

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

SITE LOCATION MAP NATURAL ATTENUATION MONITORING PLAN, EVENT #2 KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906, COM_8363	Drawn by: CHA	Date: July 2023
	Checked by: DPA	Date: July 2023
	AACE File No: 22-156	**Figure No. 1**



N
W E
S
N.T.S.

1986 USGS Quadrangle Map of "Fort Pierce, Florida"

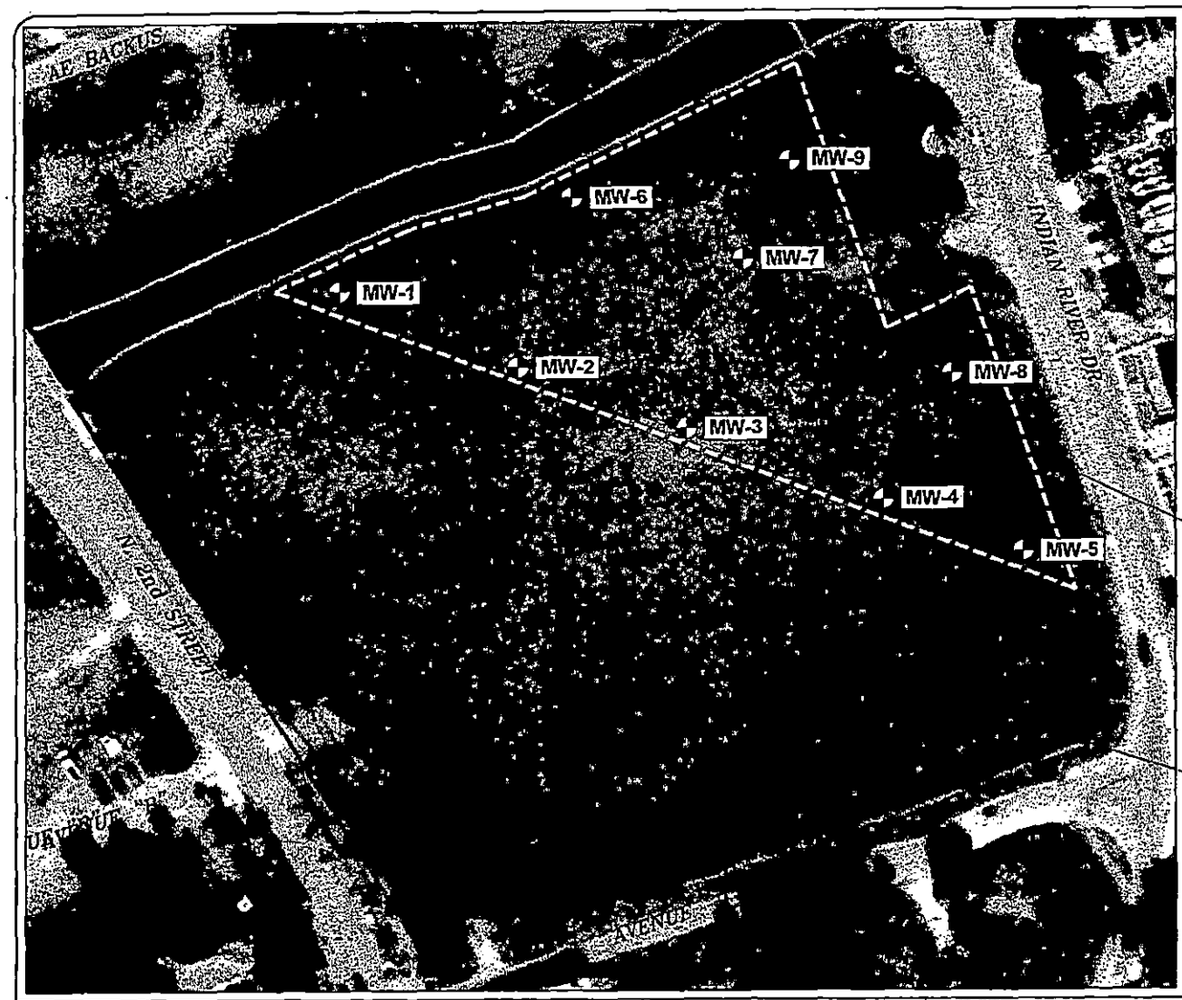
...within
Section 10, Township 35 South, Range 40 East

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

USGS TOPOGRAPHIC MAP NATURAL ATTENUATION MONITORING PLAN, EVENT #2 KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906; COM_8363	Drawn by: CHA	Date: July 2023
	Checked by: DPA	Date: July 2023
	AACE File No: 22-156	**Figure No. 2**

EXHIBIT 2



N

W E

S

APPROXIMATE SCALE [11x17]: 1"=60'

30 60 120

FEET

...within
Section 31, Township 46 South, Range 42 East

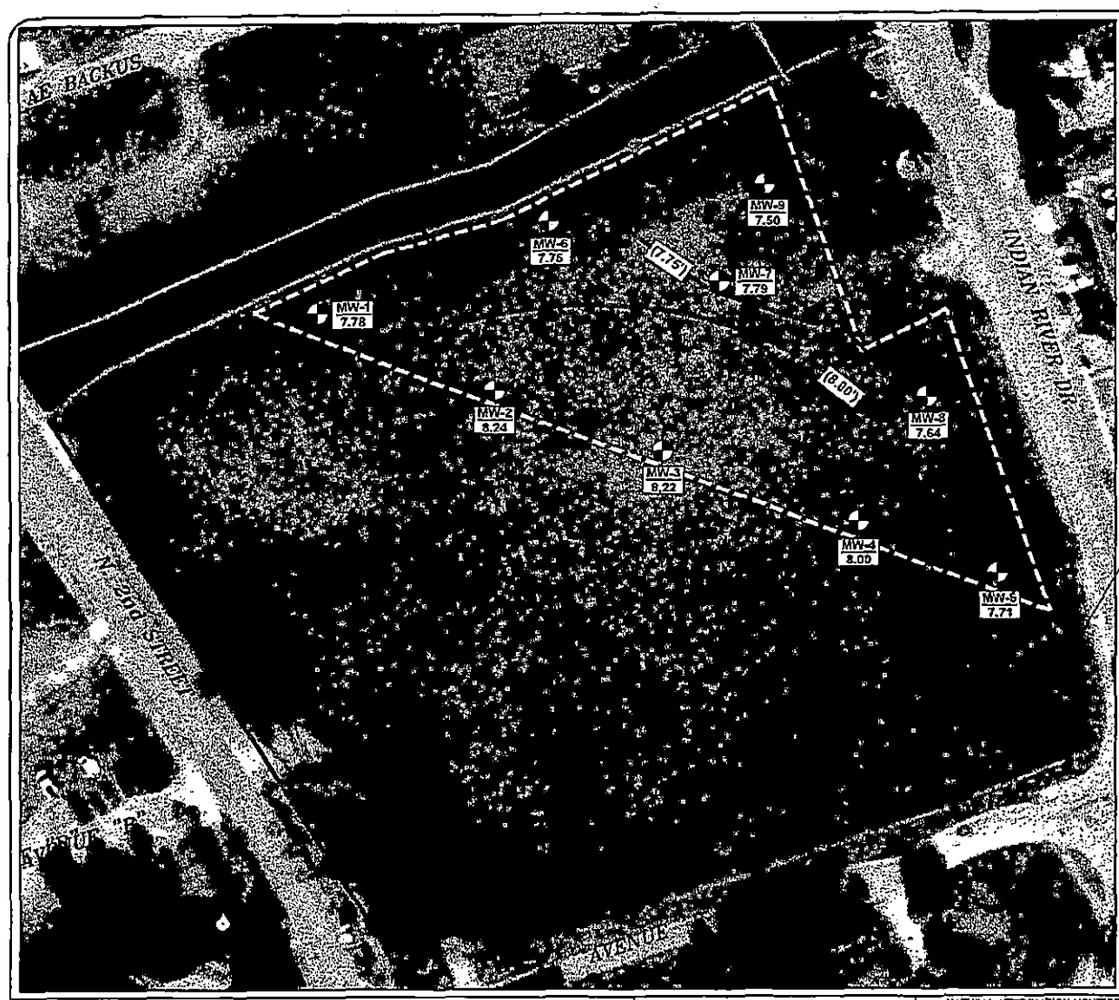
LEGEND

MW-# Approximate Monitoring Well Location

GROUNDWATER RESTRICTED AREA

SUBJECT PROPERTY BOUNDARY

ANDERSEN ANDRE CONSULTING ENGINEERS, INC. 834 SW Swan Avenue, Port St. Lucie, FL 34983 772-607-9191 www.AACEinc.com	MONITORING WELL LOCATION PLAN	NATURAL ATTENUATION MONITORING PLAN, EVENT #2 KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906 , COM_8363	Drawn by: CHA	Date: July 2023
			Checked by: DPA	Date: July 2023
			AACE File No: 22-156	Figure No. 3



LEGEND

- MW-# / 7.78 — Approximate Monitoring Well Location w/ Relative Groundwater Elevation (7/5/23)
- B.M. = 10.00 — Assumed Benchmark Elevation (Paint Mark on Concrete Bulkhead Pile Cap)
- (7.75') — Approximate Monitoring Well Location w/ Relative Groundwater Elevation (7/5/23)
- Approximate Monitoring Well Location w/ Relative Groundwater Elevation (7/5/23)

SUBJECT PROPERTY BOUNDARY

N
W E
S

APPROXIMATE SCALE (11x17): 1"=60'
30 60 120
FEET

...within
Section 31, Township 46 South, Range 42 East

ANDERSEN ANDRE CONSULTING ENGINEERS, INC. 834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEInc.com	GROUNDWATER CONTOUR MAP (7/5/23)	NATURAL ATTENUATION MONITORING PLAN, EVENT #2 KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906, CGM_8363	Drawn by: CHA	Date: July 2023
			Checked by: DPA	Date: July 2023
			AACE File No: 22-156	Figure No. 4

EXHIBIT 3

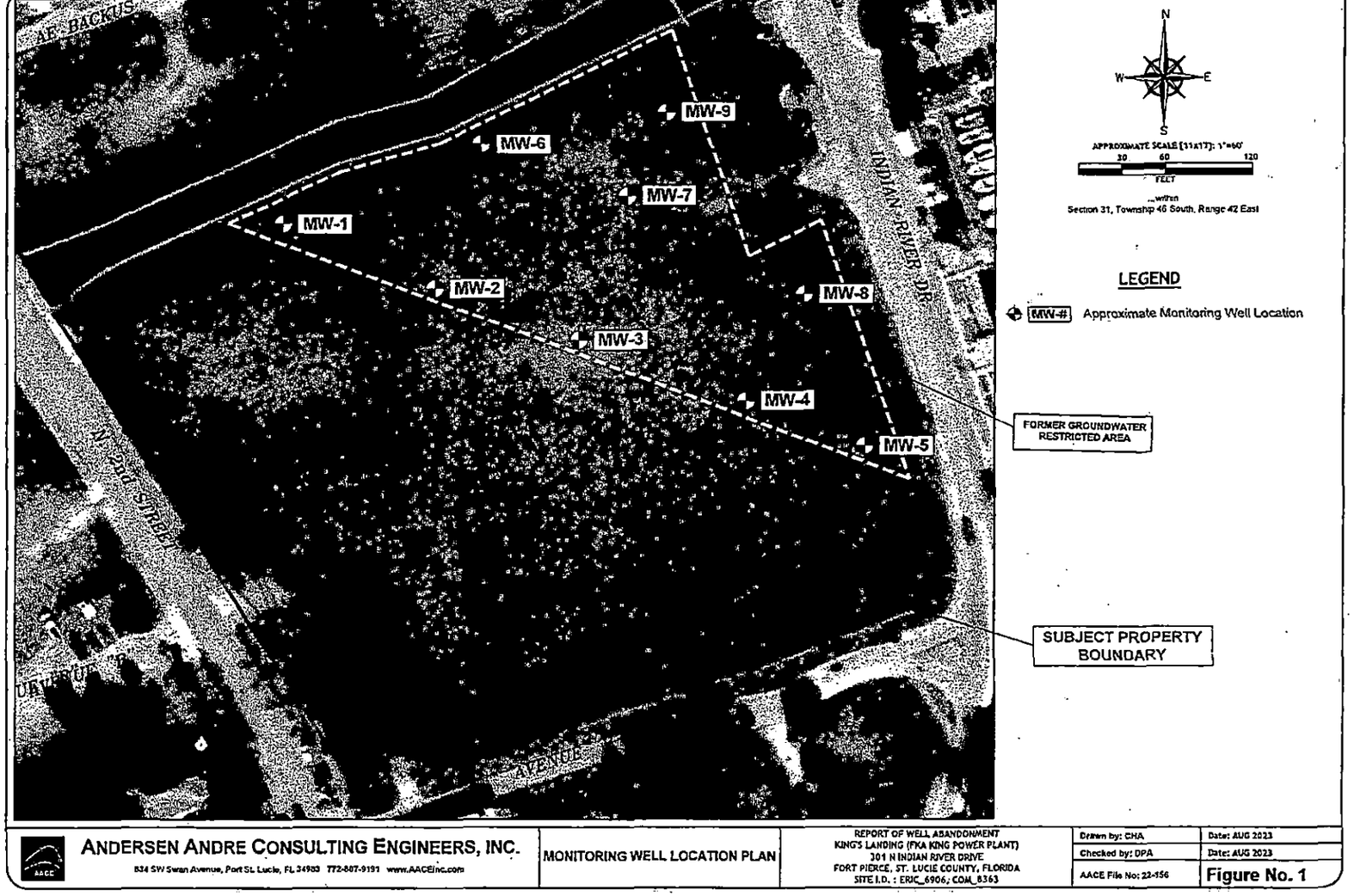
Table 1: July 5, 2023 Groundwater Levels

Piezometer No.	Relative Top of Casing Elevation	Total Depth (Referenced from Ground Surface)	Depth to Groundwater (Referenced from Ground Surface)	Relative Water Table Elevation
MW-1	11.97'	12'	4.45'	7.52'
MW-2	12.92'	12'	4.43'	8.49'
MW-3	12.84'	12'	4.33'	8.51'
MW-4	12.89'	12'	4.67'	8.22'
MW-5	13.15'	12'	5.35'	7.80'
MW-6	12.30'	12'	4.61'	7.69'
MW-7	12.43'	12'	4.61'	7.82'
MW-8	12.00'	12'	4.20'	7.80'
MW-9	12.27'	12'	4.82'	7.45'

Table 2: Summary of Groundwater Analytical Test Results (July 5, 2023)

Monitoring Well I.D.	Parameter Detected (µg/L)		
	Fluorene	Naphthalene	Vanadium
MW-1	0.023 U	0.046 U	37
MW-2	0.023 U	0.046 U	48
MW-3	0.023 U	0.046 U	32
MW-4	0.023 U	0.046 U	9.7
MW-5	0.023 U	0.046 U	270
MW-6	0.033i [1]	0.046 U	24
MW-7	0.023 U	2.00	9.9
MW-8	0.023 U	0.046 U	12
MW-9	0.023 U	0.046 U	1.8i
GCTL[2]	280	14	49
NADS[3]	2800	140	NA

Notes:
All concentrations reported in micrograms per liter (µg/L) unless otherwise indicated
[1]"i" Annotation - A value flagged with an "i" flag indicates that the reported value is between the laboratory method detection limit and the practical quantitation limit.
[2]Groundwater Cleanup Target Level as per Chapter 62-777, F.A.C.
[3]Natural Attenuation Default Source Concentrations per Table V Chapter 62-777, F.A.C.



ANDERSEN ANDRE CONSULTING ENGINEERS, INC. 834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com	MONITORING WELL LOCATION PLAN	REPORT OF WELL ABANDONMENT KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906; COM_8363	Drawn by: CHA Checked by: DPA AACE File No: 22-156	Date: AUG 2023 Date: AUG 2023 **Figure No. 1**

STATE OF FLORIDA WELL COMPLETION REPORT

Date Stamp

☐ Southwest
☐ Northwest
☐ St. Johns River
☒ South Florida
☐ Suwannee River
☐ DEP
☐ Delegated Authority (If Applicable) _____

PLEASE, FILL OUT ALL APPLICABLE FIELDS
(*Denotes Required Fields Where Applicable)

Official Use Only

1.*Permit Number 59-34847 *CUP/WUP Number _____ *DID Number _____ 62-524 Delineation No. _____

2.*Number of permitted wells constructed, repaired, or abandoned 3 *Number of permitted wells not constructed, repaired, or abandoned 0

3.*Owner's Name Audubon Development Inc 4.*Completion Date 08/15/23 5. Florida Unique ID _____

6. 301 N. Indian River Drive Ft Pierce, Fl 34950
*Well Location - Address, Road Name or Number, City, ZIP

7.*County St Lucie *Section 10 Land Grant _____ *Township 35S *Range 40E

8. Latitude _____ Longitude _____

9. Data Obtained From: ____GPS ____Map ____Survey Datum: ____NAD 27 ____NAD 83 ____WGS 84

10.*Type of Work: ____Construction ____Repair ____Modification ✓ Abandonment

11.*Specify Intended Use(s) of Well(s):
____Domestic
____Bottled Water Supply
____Public Water Supply (Limited Use/DOH)
____Public Water Supply (Community or Non-Community/DEP)
____Class I Injection
____Landscape Irrigation
____Recreation Area Irrigation
____Agricultural Irrigation
____Livestock
____Nursery Irrigation
____Commercial/Industrial
____Golf Course Irrigation
____Site Investigation
✓ Monitoring
____Test
____Earth-Coupled Geothermal
____HVAC Supply
____HVAC Return

Class V Injection: ____Recharge ____Commercial/Industrial Disposal ____Aquifer Storage and Recovery ____Drainage
Remediation: ____Recovery ____Air Sparge ____Other (Describe) _____
____Other (Describe) _____

12.*Drill Method: ____Auger ____Cable Tool ____Rotary ____Combination (Two or More Methods) ____Jetted ____Sonic
____Horizontal Drilling ____Hydraulic Point (Direct Push) ✓ Other Plugged by approved

13.*Measured Static Water Level 7 ft. Measured Pumping Water Level _____ ft. After _____ Hours at _____ GPM

14.*Measuring Point (Describe) Top Of Well Which is 3 ft. ✓ Above ____Below Land Surface *Flowing: ____Yes ✓ No

15.*Casing Material: ____Black Steel ____Galvanized ✓ PVC ____Stainless Steel ____Not Cased ____Other _____

16.*Total Well Depth 15 ft. Cased Depth 5 ft. *Open Hole: From ____ To ____ ft. *Screen: From 5 To 15 ft. Slot Size .010

17.*Abandonment: ✓ Other (Explain) NO Longer needed
From 0 ft. To 1 ft. No. of Bags 1/2 Seal Material (Check One): ✓ Neat Cement ____Bentonite ____Other ____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____

18.*Surface Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____

19.*Primary Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____

20.*Liner Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____

21.*Telescope Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other ____

22. Pump Type (If Known):
____Centrifugal ____Jet ____Submersible ____Turbine
Horsepower _____ Pump Capacity (GPM) _____
Pump Depth _____ ft. Intake Depth _____ ft.

23. Chemical Analysis (When Required):
Iron _____ ppm Sulfate _____ ppm Chloride _____ ppm
_____ Laboratory Test _____ Field Test Kit

24. Water Well Contractor:

*Contractor Name James Paul Tyson *License Number 11352 E-mail Address downthehole@att.net

*Contractor's Signature [signature] (I certify that the information provided in this report is accurate and true.) *Driller's Name (Print or Type) James Paul Tyson

*Permit No. 59-34847

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET, BROOKSVILLE, FL 34604-6899
PHONE: (352) 796-7211 or (800) 423-1476
WWW.SWFWMD.STATE.FL.US

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
4049 REID STREET, PALATKA, FL 32178-1429
PHONE: (386) 329-4500
WWW.SJRWMD.COM

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
152 WATER MANAGEMENT DR., HAVANA, FL 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)
PHONE: (850) 539-5999
WWW.NWFWMD.STATE.FL.US

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
3301 GUN CLUB ROAD
WEST PALM BEACH, FL 33416-4680
PHONE: (561) 686-8800
WWW.SFWMD.GOV

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
9225 CR 49
LIVE OAK, FL 32060
PHONE: (386) 362-1001 or (800) 226-1066 (Florida only)
WWW.MYSUWANNEERIVER.COM

***DRILL CUTTINGS LOG** (Examine cuttings every 20 ft. or at formation changes. Note cavities and depth to producing zone. Grain Size: F=Fine, M=Medium, and C=Coarse)

From	0	ft.	To	15	ft.	Color	Brown	Grain Size (F, M, C)	M	Material	Sand
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	

Comments: See Site Plan

***Detailed Site Map of Well Location**

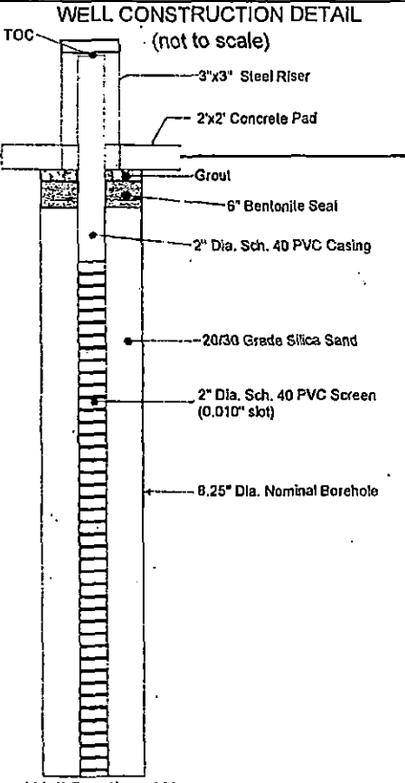
N

Monitor Well No. MW-1 Through MW-9

PROJECT:	Kings Landing	**DRILL METHOD:**	Hollow-Stem	**TOC ELEV:**	N/A
LOGGED BY:	DPA	**SAMPLE TYPE:**	Grab	**FDEP FAC ID#:**	
DRILLER:	DTH	**HOLE DIA:**	8.25"	**STICK -UP:**	Approx. 3'
DATE INSTALLED:	3/16/2023	**STATIC W.L:**	4'-6' varies	**SURVEYOR:**	N/A

DESCRIPTION	USSC CLASS	DEPTH	SAMPLE	BLOWS/FT.
Brown fine sand with traces of concrete debris	SP	0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20		

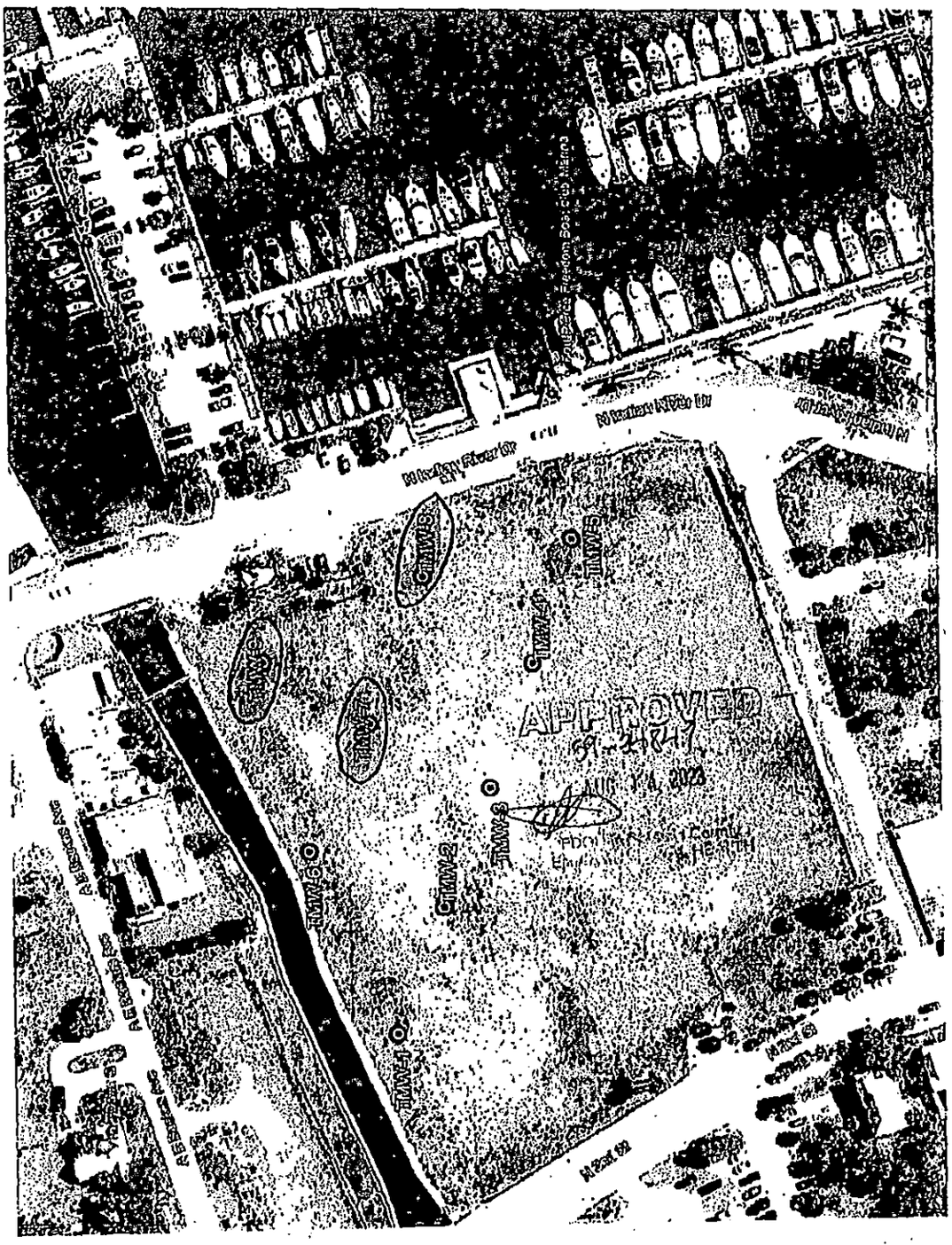
WELL CONSTRUCTION DETAIL
(not to scale)



AACE
Andersen Andre
Consulting Engineers, Inc.
772-807-9191 www.aaceinc.com

Notes:

File No. 22-156


N Indian River Dr
TMW-1
TMW-2
TMW-3
TMW-4
TMW-5
TMW-6
APPROVED

STATE OF FLORIDA WELL COMPLETION REPORT

Date Stamp

☐Southwest
☐Northwest
☐St. Johns River
☑South Florida
☐Suwannee River
☐DEP
☐Delegated Authority (If Applicable) _____

PLEASE, FILL OUT ALL APPLICABLE FIELDS
(*Denotes Required Fields Where Applicable)

Official Use Only

1.*Permit Number 59-34848 *CUP/WUP Number _____ *DID Number _____ 62-524 Delineation No. _____

2.*Number of permitted wells constructed, repaired, or abandoned 0 *Number of permitted wells not constructed, repaired, or abandoned 0

3.*Owner's Name Audubon Development Inc 4.*Completion Date 08/15/23 5. Florida Unique ID _____

6. 301 N. Indian River Drive Ft Pierce, Fl 34950
*Well Location - Address, Road Name or Number, City, ZIP

7.*County St Lucie *Section 10 Land Grant _____ *Township 35S *Range 40E

8. Latitude _____ Longitude _____

9. Data Obtained From: ____GPS ____Map ____Survey Datum: ____NAD 27 ____NAD 83 ____WGS 84

10.*Type of Work: ____Construction ____Repair ____Modification ✓ Abandonment

11.*Specify Intended Use(s) of Well(s):
____Domestic
____Bottled Water Supply
____Public Water Supply (Limited Use/DOH)
____Public Water Supply (Community or Non-Community/DEP)
____Class I Injection
____Landscape Irrigation
____Recreation Area Irrigation
____Agricultural Irrigation
____Livestock
____Nursery Irrigation
____Commercial/Industrial
____Golf Course Irrigation
____Site Investigation
✓ Monitoring
____Test
____Earth-Coupled Geothermal
____HVAC Supply
____HVAC Return

Class V Injection: ____Recharge ____Commercial/Industrial Disposal ____Aquifer Storage and Recovery ____Drainage
Remediation: ____Recovery ____Air Sparge ____Other (Describe) _____
____Other (Describe) _____

12.*Drill Method: ____Auger ____Cable Tool ____Rotary ____Combination (Two or More Methods) ____Jetted ____Sonic
____Horizontal Drilling ____Hydraulic Point (Direct Push) ✓ Other Plugged by approved

13.*Measured Static Water Level 8 ft. Measured Pumping Water Level _____ ft. After _____ Hours at _____ GPM

14.*Measuring Point (Describe) Top Of Well Which is 3 ft. ✓ Above ____Below Land Surface *Flowing: ____Yes ✓ No

15.*Casing Material: ____Black Steel ____Galvanized ✓ PVC ____Stainless Steel ____Not Cased ____Other _____

16.*Total Well Depth 18 ft. Cased Depth 8 ft. *Open Hole: From — To — ft. *Screen: From 8 To 18 ft. Slot Size .010

17.*Abandonment: ✓ Other (Explain) No longer needed
From 0 ft. To 1.5 ft. No. of Bags 1/2 Seal Material (Check One): ✓ Neat Cement ____Bentonite ____Other
From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other

18.*Surface Casing Diameter and Depth:
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other

19.*Primary Casing Diameter and Depth:
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other

20.*Liner Casing Diameter and Depth:
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other

21.*Telescope Casing Diameter and Depth:
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other
Dia ____in. From ____ft. To ____ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other

22. Pump Type (If Known):
____Centrifugal ____Jet ____Submersible ____Turbine
Horsepower _____ Pump Capacity (GPM) _____
Pump Depth _____ft. Intake Depth _____ft.

23. Chemical Analysis (When Required):
Iron _____ppm Sulfate _____ppm Chloride _____ppm
____Laboratory Test ____Field Test Kit

24. Water Well Contractor:

*Contractor Name James Paul Tyson *License Number 11352 E-mail Address downthehole@att.net

*Contractor's Signature _____ *Driller's Name (Print or Type) James Paul Tyson
(I certify that the information provided in this report is accurate and true.)

*Permit No. 59-34848

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET, BROOKSVILLE, FL 34604-6899
PHONE: (352) 796-7211 or (800) 423-1476
WWW.SWFWMD.STATE.FL.US

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
4049 REID STREET, PALATKA, FL 32178-1429
PHONE: (386) 329-4500
WWW.SJRWMD.COM

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
152 WATER MANAGEMENT DR., HAVANA, FL 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)
PHONE: (850) 539-5999
WWW.NWFWMD.STATE.FL.US

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
3301 GUN CLUB ROAD
WEST PALM BEACH, FL 33416-4680
PHONE: (561) 686-8800
WWW.SFWMD.GOV

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
9225 CR 49
LIVE OAK, FL 32060
PHONE: (386) 362-1001 or (800) 226-1066 (Florida only)
WWW.MYSUWANNEERIVER.COM

*DRILL CUTTINGS LOG (Examine cuttings every 20 ft. or at formation changes. Note cavities and depth to producing zone. Grain Size: F=Fine, M=Medium, and C=Coarse)

From	0	ft.	To	18	ft.	Color	Brown	Grain Size (F, M, C)	M	Material	Sand
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	

Comments: See Site Plan

*Detailed Site Map of Well Location

NATIONAL CONSTRUCTION RENTALS

INVOICE

Customer #	30115975	Invoice #	7741197
Job Site #	0006	Invoice Date:	02/21/2025
Our Local Office #	(407) 381-2727	Due Date:	03/23/2025
		Terms:	NET 30 DAYS
		Ordered By:	TYLER HAGA
		Purchase Order #	

LIVE OAK CONTRACTING
1 RIVERSIDE AVE
JACKSONVILLE, FL 32202

Job Address:	1 RIVERSIDE AVE
Cross St:	
City:	JACKSONVILLE, FL 32202-4917
Job Name:	ONE RIVERSIDE
Site Contact:	MATT
Site Phone:	386-853-4202

Quantity	Description	Term	From/Thru	Rate	Total
1956	6 FT TEMPORARY PANELS *	R	02/24/25 - 03/05/25		768.43

* - You have added product to an existing jobsite. This invoice is being pro-rated so that all products renew together on your next invoice.

Subtotal: $768.43 Tax: $57.63 Total: $826.06 Total Due: $826.06

NATIONAL CONSTRUCTION RENTALS

800-352-5675
customercare@rentnational.com
rentnational.com

VISA DISCOVER

For credit card transactions, please visit **rentnational.com**:
1) to pay one or multiple invoices.
2) to set up renewals on autopay.

To receive paperless invoices, please email gopaperless@rentnational.com

Customer No: 30115975
Invoice No: 7741197

Amount Enclosed: $,.

Be sure to write your customer number on your check.

NATIONAL CONSTRUCTION RENTALS
P.O. BOX 841461
LOS ANGELES, CA 90084-1461

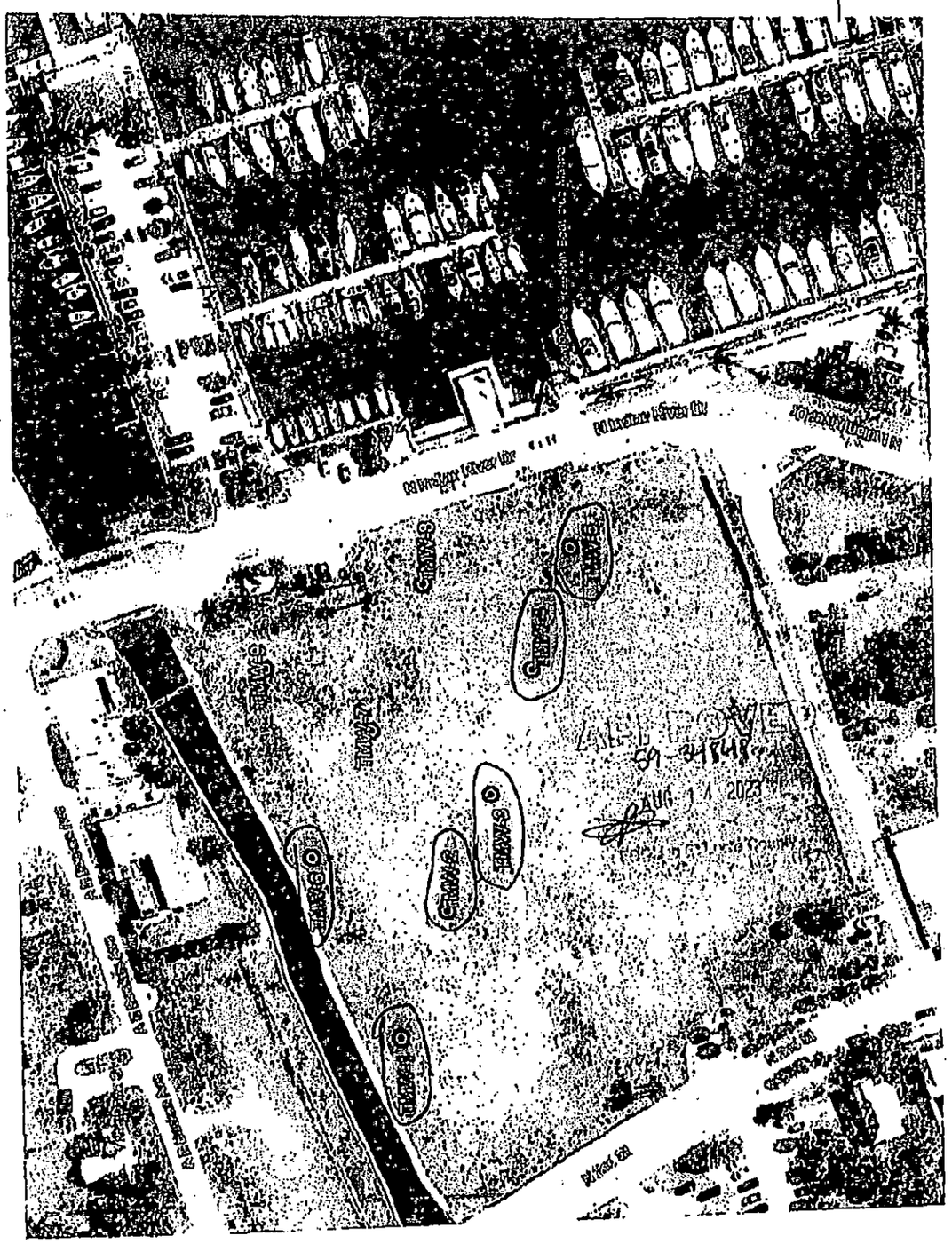

59-3154
AUG 11 2023

Exhibit D

Indian River State College Material Lease Terms

Landlord:	Live Oak Holdings Group, LLC, or assignee
Tenant:	Indian River State College
Leased Premises:	1,200 square foot restaurant space located within Landlord's development Property, the location of which shall be in the sole discretion of Landlord.
Term:	Sixty (60) months from the date Tenant obtains a certificate of occupancy for the Leased Premises. Tenant shall have no option to extend the term of the lease unless agreed upon in writing by Landlord, in Landlord's sole discretion.
Base Rent:	$42,000 annually throughout the term of the lease ($35/sq. ft.); provided, however, No base rent shall be payable from Tenant to Landlord during the Term of the lease, as Landlord is donating the use of Leased Premises to Tenant free of any such Base Rent, except in the event of a default, under the lease to be executed between the parties.
Common Area Maintenance:	Through the Term of the lease, Tenant shall be obligated to pay Landlord its proportionate share of the Common Area Maintenance expenses applicable to the Leased Premises, which CAM shall include any and all taxes, insurance and other expenses related to the overall management and operation of the development within which the Leased Premises is located.
Utilities:	Tenant shall be solely responsible for the payment of all utilities servicing the Leased Premises (including hook-up fees) throughout the term of the lease.
Permitted Use:	The Leased Premises shall only be used as a restaurant open to the general public. Landlord shall have the right to approve, in its reasonable discretion, any restaurant concept proposed by Tenant.
Landlord's Work	Landlord shall deliver the Leased Premises to Tenant as an unfinished "shell" whereupon Tenant shall complete the design, construction and installation of any necessary furniture, fixtures, and equipment.
Tenant's Work	Tenant shall be solely responsible for the buildout of the the Leased Premises, including but not limited to the design, construction, and the installation of any necessary, plumbing, HVAC equipment and duct work, electrical, internet and communication wiring, furniture, fixtures, and other restaurant equipment.
Tenant Improvement Allowance:	Tenant shall receive a payment from Landlord equal to $35.00 per square foot of the Leased Premises for a total amount of for a total amount of $42,000 as a Tenant improvement allowance, and Tenant shall be responsible for the cost of all Tenant's Work in accordance with making said improvements.
Subleasing:	Tenant shall be prohibited from subleasing any portion of the Leased Premises with first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole discretion.

Purchase and Sale Agreement Final(6033726.1)

Final Audit Report 2025-02-21

Created:	2025-02-21
By:	Jeannette Sanchez (JSanchez@jonesfoster.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAg5HSxm1yBw3mD-msR5RqUHf2T2sjRzLX

"Purchase and Sale Agreement Final(6033726.1)" History

Document created by Jeannette Sanchez (JSanchez@jonesfoster.com)
2025-02-21 - 8:32:51 PM GMT

Document emailed to dale@audubondevelopment.com for signature
2025-02-21 - 8:36:11 PM GMT

Email viewed by dale@audubondevelopment.com
2025-02-21 - 8:36:54 PM GMT

Signer dale@audubondevelopment.com entered name at signing as Dale Matteson
2025-02-21 - 9:20:35 PM GMT

Document e-signed by Dale Matteson (dale@audubondevelopment.com)
Signature Date: 2025-02-21 - 9:20:37 PM GMT - Time Source: server

Agreement completed.
2025-02-21 - 9:20:37 PM GMT

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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

July 28, 2025

PZCOA2025-00022

Owner

Audubon Development, LLC

Applicant

Haley Ward

Location

322 N 2nd Street

Parcel ID(s)

2410-503-0041-020-4,
2410-503-0043-000-2,
2410-503-0020-000-5,
2410-503-0019-010-8,
2410-503-0019-000-5,
2410-503-0034-000-6,
2410-503-0036-010-3,
2410-503-0030-000-8

Historic Status

This is a vacant property located in the Downtown Historic District.

APPROVAL OF CERTIFICATE OF APPROPRIATENESS

PZCOA2025-00022.

Application was considered by the Historic Planning Board and granted Approval subject to five (5) conditions as listed below.
Conditions of Approval:

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;
    a. Phase 1 to be completed no later than July 11, 2028.
    b. 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.
    c. 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.

Kev Freeman, Planning Director

July 7th, 2025

LEGAL DESCRIPTION

PARCEL A:
BEING A PARCEL OF LAND LYING IN BLOCK “A”, ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11” WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 254.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID MAP OF FORT PIERCE, SAID CORNER BEING THE POINT OF BEGINNING; THENCE NORTH 18°44'11" WEST, ALONG THE WEST LINE OF LOTS 2 AND 1 AND EAST RIGHT-OF-WAY LINE OF SAID 2ND STREET A DISTANCE OF 69.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF- WAY LINE OF THE ADJUSTED NORTH 2ND STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE ALONG SAID BULKHEAD THE FOLLOWING (5) COURSES AND DISTANCES: NORTH 56°42'22" EAST, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°10'23" EAST, A DISTANCE OF 179.28 FEET; THENCE NORTH 74°04'13" EAST, A DISTANCE OF 71.16 FEET; THENCE NORTH 63°51'02" EAST, A DISTANCE OF 224.31 FEET; THENCE NORTH 61°33'56" EAST, A DISTANCE OF 29.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF- WAY LINE OF INDIAN RIVER DRIVE (A VARIABLE-WIDTH RIGHT-OF-WAY), AS SHOWN ON THE STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 94500, LAST REVISED OCTOBER 5, 1960; THENCE SOUTH 18°43'54" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 491.42 FEET TO A POINT ON THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID LOT 2, AND LOT 3, SAID BLOCK F; THENCE SOUTH 71°18'49" WEST, ALONG SAID EASTERLY PROLONGATION, AND THE SOUTH LINE OF SAID LOT 3, AND 2, A DISTANCE OF 457.21 FEET TO THE POINT OF BEGINNING.
CONTAINING 5.266 ACRES (229,381.98 SQUARE FEET), MORE OR LESS. TOGETHER WITH PARCEL B (NORTH):
BEING A PARCEL OF LAND LYING IN BLOCK “A” AND A PORTION OF LOT 1, BLOCK “B”, ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11” WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 323.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND/ STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF- WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE CONTINUE NORTH 32°17'09” WEST, A DISTANCE OF 44.51 FEET TO A POINT ON THE NORTHERLY 3.50- FOOT-WIDE CONCRETE BULKHEAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 32°17'09" WEST, DEPARTING SAID CREEK, AND ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 53.76 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK “B”; THENCE NORTH 18°44'11" WEST, A DISTANCE OF 67.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF AVENUE C (FORMERLY KNOWN AS SEMINOLE AVENUE AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE); THENCE NORTH 71°02'48" EAST, DEPARTING SAID NORTHWEST CORNER AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 304.27 FEET TO THE WEST LINE OF THE EAST 92.7 FEET OF LOT 1 OF BLOCK “A” OF SAID AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°43'54" EAST, A DISTANCE OF 103.40 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORES CREEK; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING (4) COURSES AND DISTANCES: SOUTH 74°39'15" WEST, A DISTANCE OF 51.85 FEET; THENCE SOUTH 65°37'46" WEST, A DISTANCE OF 181.91 FEET; THENCE SOUTH 70°48'08" WEST, A DISTANCE OF 53.29 FEET; THENCE SOUTH 53°00'56" WEST, A DISTANCE OF 5.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.759 ACRES (33,042.66 SQUARE FEET), MORE OR LESS.

TOGETHER WITH PARCEL C (WEST):
A PARCEL OF LAND BEING LOTS 5 AND 6 OF BLOCK “E”, PORTIONS OF LOTS 7 AND 8 OF BLOCK “E”, A PORTION OF AVENUE “B” AS SHOWN ON AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189 TOGETHER WITH LOT 1 AND THE WEST 3.50 FEET OF LOT 2 OF THE NEW SUBDIVISION BLOCK E OF AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 192, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED SOUTH 71°18'49” WEST, ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF BLOCK “E” AND ALONG SAID SOUTH LINE, A DISTANCE OF 310.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH BLOCK LINE SOUTH 71°25'01" WEST, A DISTANCE OF 8.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD AS SHOWN ON THE STATION MAP, SOUTHERN DIVISION, FLORIDA EAST COAST RAILWAY COMPANY FLAGLER SYSTEM STATION 12741+93.7 TO STATION 12796+90.0, DATED SEPTEMBER 5, 1944; THENCE NORTH 18°21'33" WEST, ALONG SAID EASTERLY RIGHT- OF-WAY LINE, A DISTANCE OF 400.00 FEET A POINT ON THE NORTH LINE OF LOT 7, SAID BLOCK “E”, SAID NORTH LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF AVENUE “B”, BEING FORMERLY KNOWN AS TROPICAL AVENUE AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 65.00-FOOT-WIDE RIGHT- OF-WAY); THENCE SOUTH 71°18'49" WEST, A DISTANCE OF 42.46 FEET; THENCE NORTH 18°49'01" WEST, A DISTANCE OF 65.00 FEET; THENCE NORTH 71°18'49" EAST, A DISTANCE OF 40.00 FEET;THENCE NORTH 18°49'01" WEST, A DISTANCE OF 72.51 FEET TO A POINT ON THE SOUTH TOP OF BANK OF MOORES CREEK; THENCE ALONG SAID SOUTH TOP OF BANK THE FOLLOWING (4) COURSES AND DISTANCES: NORTH 49°57'34" EAST, A DISTANCE OF 64.50 FEET; THENCE NORTH 33°59'38" EAST, A DISTANCE OF 70.44 FEET; THENCE NORTH 31°08'29" EAST, A DISTANCE OF 82.06 FEET; THENCE NORTH 0°15'54" EAST, A DISTANCE OF 14.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE ADJUSTED 2ND STREET (A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY); THENCE SOUTH 32°17'09" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 320.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 2ND STREET AS SHOWN ON AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°44'11" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.92 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 1, SAID BLOCK “E”; THENCE SOUTH 71°18'49" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 146.50 FEET TO A POINT OF INTERSECTION WITH A LINE LYING AND BEING 3.50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOT 2, SAID BLOCK “E”; THENCE SOUTH 18°44'11" EAST, A DISTANCE OF 50.00 FEET TO THE SOUTH LINE OF SAID LOT 2, SAID LINE ALSO BEING THE NORTH LINE OF LOT 3, SAID BLOCK “E”; THENCE SOUTH 71°18'49" WEST, ALONG SAID NORTH LOT LINE, A DISTANCE OF 3.50 FEET TO THE WEST LINE OF SAID LOT 3; THENCE SOUTH 18°44'11" EAST, ALONG THE WEST LINE OF LOTS 3 AND 4 AND THE SOUTHERLY PROLONGATION THEREOF, A DISTANCE OF 115.00 FEET TO A POINT ON A LINE LYING AND BEING 15.00 FEET SOUTH OF AND PARALLEL WITH THE NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET, FORMERLY KNOWN AS PALM TERRACE ON THE AFOREMENTIONED AARON LEE'S MAP OF FORT PIERCE (A 50.00-FOOT-WIDE RIGHT-OF-WAY; THENCE SOUTH 71°18'49" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 100.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF LOT 9, SAID BLOCK “E”; THENCE SOUTH 18°44'11" EAST, ALONG SAID PROLONGATED LINE AND WEST LINE OF LOT 9 A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.799 ACRES (78,361.87 SQUARE FEET), MORE OR LESS.

PROPOSED SITE PLAN

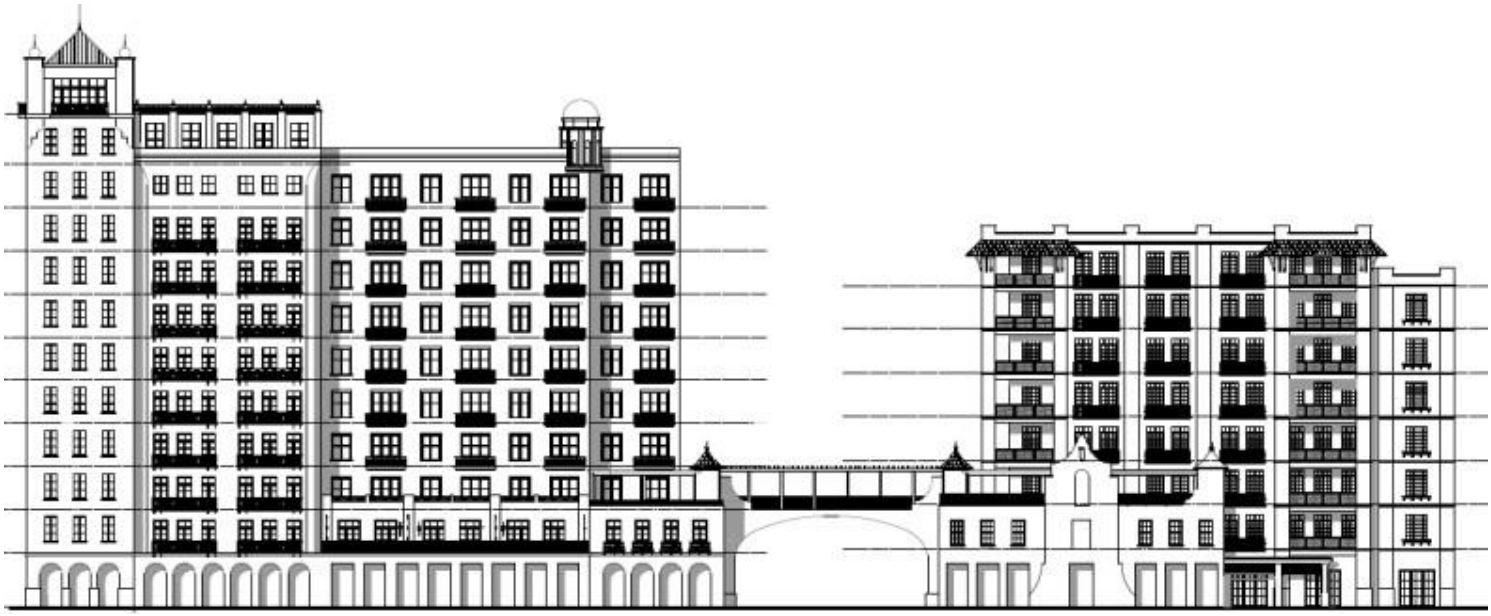
ELEVATIONS

APPROVED INTERNAL WEST ELEVATION — FEBRUARY 2022

PROPOSED SE INTERIOR ELEVATION

APPROVED INTERNAL NORTH ELEVATION — FEBRUARY 2022

PROPOSED INTERNAL NE ELEVATION



APPROVED EAST ELEVATION — FEBRUARY 2022

PROPOSED EAST ELEVATION

APPROVED SOUTH ELEVATION — FEBRUARY 2022

PROPOSED SOUTH ELEVATION

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Kings Landing 25-025

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: August 17th 2025

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: July 10th, 2025

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE: **DATE:** August 21st, 2025

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Received
AUG 26 2025
City Clerk's Office

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:

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

5/15/27
My commission expires

Publication Cost:	$158.40	
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NANCY HEYRMAN
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Section 166.041 (3)(a) of Florida State Statutes, will on Tuesday, September 2, 2025 at 5:05 p.m. hold a Quasi-Judicial Public Hearing on first reading and will on Monday, September 15 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:

ORDINANCE NO. 25-025 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE KING'S LANDING PLANNED DEVELOPMENT IN RESPECT OF EIGHT (8) PARCELS AND REPRESENTING APPROXIMATELY 7.50 ACRES OF LAND GENERALLY LOCATED AT OR NEAR 322 NORTH 2ND STREET AS ESTABLISHED BY ORDINANCE NO. 20-012 AND AMENDED BY ORDINANCE 22-003 AND THE ASSOCIATED CONCEPTUAL SITE PLAN(S) THERETO; APPROVING A FINAL SITE PLAN; APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

SUBJECT PROPERTY: PARCEL ID(s): 2410-503-0041-020-4, 2410-503-0043-000-2, 2410-503-0020-000-5, 2410-503-0019-010-8, 2410-503-0019-000-5, 2410-503-0034-000-6, 2410-503-0036-010-3, and 2410-503-0030-000-8

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
Publication Dates
LSAR0351238

City Commission Regular Meeting - 5:05 PM **12. G.**

Meeting Date: 09/15/2025

Re: City Commission Compensation

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 25-028 establishing Mayor and City Commission compensation and providing for cost of living increases commensurate with non-bargaining city employees each year as part of the annual budget adoption. FIRST READING

SUMMARY:

Budget Workshop and Conference Agenda meeting on July 14, 2025 and a Special Budget Workshop on July 21, 2025, the Mayor and City Commission discussed their current salaries and agreed to accept the same cost of living increase being proposed for all non-bargaining city employees and adjust the code to make that practice permanent for future years without requiring a separate vote.

RECOMMENDATION:

Adopt the ordinance

ALTERNATIVES:

Do not adopt or adopt with changes.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

City Attorney

Fiscal Impact

OTHER INFORMATION:

Annual budget increase of approximately $8,268.00.

Attachments

25-028

RLS Approval

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	09/02/2025 05:01 PM
Form Started By: Linda Cox		Started On: 09/02/2025 01:48 PM

Final Approval Date: 09/02/2025

ORDINANCE NO. 25-028

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **AMENDING CHAPTER 2 – ADMINISTRATION, ARTICLE II – CITY COMMISSION, DIVISION 1 – GENERALLY, SECTION 2-19 – COMPENSATION** OF THE CODE OF ORDINANCES; ESTABLISHING THE COMPENSATION DUE TO MAYOR AND COMMISSIONERS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at a Budget Workshop and Conference Agenda meeting on July 14, 2025 and a Special Budget Workshop on July 21, 2025, the Mayor and City Commission discussed their current salaries and agreed to accept the same cost of living increase being proposed for all non-bargaining city employees and adjust the code to make that practice permanent for future years without requiring a separate vote.

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

SECTION 1. Chapter 2 – Administration, Article II – City Commission, Division 1 – Generally, Section 2-19, of the Code of Ordinances, is hereby amended as follows:

Sec. 2-19. - Compensation.

(a)Effective October 1, ~~2023~~ 2025, the annual base compensation of the mayor-commissioner of the city shall be $~~40,560.00~~ 42,588.00. Subsequent to October 1, 2025, the mayor-commissioner shall receive the same rate of cost of living increase as approved in the annual budget for non-bargaining city employees without any additional action, vote, or code revision required to document the increase. Any modification to the compensation of the mayor-commissioner other than the cost of living increase ~~to this amount~~ must be done by ordinance specific to this section of the Code. The current salary of the mayor-commissioner shall be kept on file in the Office of the City Clerk.

(b)Effective October 1, ~~2023~~ 2025, the annual base compensation of each city commissioner of the city shall be $~~31,200.00~~ 32,760.00. Subsequent to October 1, 2025, each city commissioner shall receive the same rate of cost of living increase as approved in the annual for non-bargaining city employees without any additional action, vote, or code revision required. Any modification to the compensation of a city commissioner other than the cost of living increase ~~to this amount~~ must be done by ordinance specific to this section of the Code. The current salary of each city commissioner shall be kept on file in the Office of the City Clerk.

(c)In no event shall the mayor-commissioner or city commissioners be compensated in excess of the salaries, provided in subsections (a) and (b) of this section, for attending any regular, postponed or special meeting.

(d)The compensation for the mayor-commissioner and city commissioners shall be payable at the same time that other city employees are paid.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect,

it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This ordinance is and the same shall become effective as of October 1, 2025.

APPROVED AS TO FORM
AND 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-XXX was duly advertised by title only in the St. Lucie News Tribune on August XXXXX; 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, XXXXX; and was duly introduced, read by title only, and passed on second and final reading on Monday, XXXXXXX, 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)

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Linda Cox, City Clerk

FROM: Sara Hedges, City Attorney *SH*

RE: Mayor and City Commission Compensation Ordinance

CAO RLS FILE: RLS 25-267

DATE: August 12, 2025

I have reviewed the above Request for Legal Services (RLS) related to an Ordinance amending the City's Code of Ordinances related to the compensation for the Mayor and the City Commissioners. I have made suggested changes to the Ordinance. The Ordinance has been uploaded in a Track Changes and Clean Copy version to Agenda Quick. 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

City Commission Regular Meeting - 5:05 PM **13. A.**

Meeting Date: 09/15/2025

Re: King's Landing Villas - Amendment to Assigned and Assumed Development Agreement and Release of Reverter

Submitted For: City Clerk, Deputy City Clerk, City Clerk

SUBJECT:

CONTINUED FROM SEPTEMBER 8, 2025 AND PULLED AT REQUEST OF APPLICANT. 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.

SUMMARY:

The City and the FPRA entered into an Agreement for Development of King's Landing with Audubon Development, Inc. (“Audubon”) on December 2, 2019 ("Original Agreement for Development"). The Agreement was amended by a First Amendment to Agreement for Development of King's Landing, dated February 3, 2020. On February 8, 2022, the Parties entered into an Amended and Restated Agreement for Development of King's Landing ("Amended and Restated Agreement") which superseded the Original Agreement for Development. The Amended and Restated Agreement was amended through a First Amendment to the Amended and Restated Agreement, dated November 21, 2022 (the "First Amendment"), a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024 (the "Second Amendment") (the entire agreement as amended by the First and Second Amendments is collectively referred to hereinafter as the "Amended and Restated Agreement").

On January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion of the King’s Landing Project along A.E. Backus Avenue to be developed as residential villas (the “Villas Plat Property”) from Audubon to Kings Landing Ft Pierce, LLC (the “Villas Plat Owner”).

Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner.

The Amended and Restated Agreement contains a Reverter to the City and the FPRA (the “Reverter”) that requires the release of the Reverter upon certain performance measures being met. The Amended and Restated Agreement did not contemplate the separation of the Villas Plat Property for the Villas Plat Owner to obtain a release of the Reverter, which would impact the Villas Plat Owner’s ability to obtain necessary financing. The Villas Plat Owner has obtained and provided a performance bond for the site work for the Villas Plat Property and a construction loan, which is dependent upon the release of the Reverter within ninety (90) days of closing of the construction loan.

The Villas Plat Owner has requested a release of the Reverter as it relates to the Villas Plat Property, which could not be accomplished without an amendment to the Amended and Restated Agreement. The Amendment to Assigned and Assumed Agreement for Development of King's Landing (Villas Plat) (the "Amendment") reflects the amendments to terms for the Villas Plat Property only, to include the requirements for the reverter, the construction loan, future assignments and sales, and reporting.

The Resolution authorizes the execution of the Amendment and the Release of Reverter by the City as to the Villas Plat Property, only.

RECOMMENDATION:

Staff will proceed as directed.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney
Shyanne Harnage, Community and Economic Development Director

COORDINATED WITH:

Richard Chess, City Manager
Villas Plat Property Owner and Attorney

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Resolution No. 25-R51

Amendment to Assigned and Assumed Amended and Restated Agreement - King's Landing Villas (Exhibit A to Resolution)

Release of Reverter (Exhibit B to Resolution)

Performance Bond (Exhibit B to Amendment to Assigned and Assumed Agreement)

Construction Loan (Exhibit D to Amendment to Assigned and Assumed Agreement)

Form Review

Form Started By: Linda Cox Started On: 08/26/2025 07:56 PM
Final Approval Date: 09/10/2025

RESOLUTION NO. 25-R51

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, APPROVING AN AMENDMENT TO THE ASSIGNED AND ASSUMED DEVELOPMENT AGREEMENT FOR THE VILLAS PLAT PROPERTY OF KING'S LANDING AND RELEASE OF THE CITY'S REVERTER ON THE VILLAS PLAT PROPERTY ONLY; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, Audubon, the City, and the FPRA entered into a First Amendment to the Amended and Restated Agreement, dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment"); and

WHEREAS, Audubon, the City, and the FPRA entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (the "Second Amendment") (the entire agreement as amended by the First and Second Amendments is collectively referred to hereinafter as the "Amended and Restated Agreement"); and

WHEREAS, on January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion of the King's Landing Project along A.E. Backus Avenue to be developed as residential villas (the "Villas Plat Property") from Audubon to Kings Landing Ft Pierce, LLC (the "Villas Plat Owner"); and

WHEREAS, Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, and recorded in Official Records Book 5259, Page 2961, of the Public Records of St. Lucie County, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner; and

WHEREAS, the Amended and Restated Agreement contains *inter alia* a Reverter to the City and the FPRA (the "Reverter"); and

WHEREAS, as currently written, the Amended and Restated Agreement requires the release of the Reverter upon certain performance measures being met; and

WHEREAS, as currently written, the Amended and Restated Agreement did not contemplate the separation of the Villas Plat Property for the Villas Plat Owner to obtain a release of the Reverter, which would impact the Villas Plat Owner's ability to obtain necessary financing; and

WHEREAS, the Villas Plat Owner has obtained and provided a performance bond

for the site work for the Villas Plat Property; and

WHEREAS, the Villas Plat Owner has obtained and provided a performance bond for the vertical construction of the villas units on the Villas Plat Property; and

WHEREAS, the Villas Plat Owner has obtained and provided a construction loan that is dependent upon the release of the Reverter within ninety (90) days of closing of the construction loan; and

WHEREAS, the Villas Plat Owner has requested a release of the Reverter as it relates to the Villas Plat Property, which could not be accomplished without an amendment to the Amended and Restated Agreement; and

WHEREAS, the City and the Villas Plat Owner desire to amend the Amended and Restated Agreement as assigned and assumed to properly reflect the Villas Plat Owner as an assignee of Audubon's rights, duties, and obligations and to modify certain rights and obligations as to the Villas Plat Property only; and

WHEREAS, the Amendment to Assigned and Assumed Agreement for Development of King's Landing (Villas Plat) (the "Amendment"), attached hereto as Exhibit A and fully incorporated herein by reference, reflects the amendments; and

WHEREAS, the Release of Reverter is attached hereto as Exhibit B and fully incorporated herein by reference; and

WHEREAS, the City desires to enter into the Amendment and to release the City's Reverter as it relates to the Villas Plat Property only.

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

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The City Commission of the City of Fort Pierce, Florida, approves and authorizes the Amendment to Assigned and Assumed Agreement for Development of King's Landing (Villas Plat), attached hereto as Exhibit A and fully incorporated herein by reference.

SECTION 3. The City Commission of the City of Fort Pierce, Florida approves and authorizes the release of the Release of Reverter as to the Villas Plat Property only, attached hereto as Exhibit B and fully incorporated herein by reference.

SECTION 4. The Mayor, City Clerk, and City Attorney are hereby authorized and directed to take all actions necessary to consummate the Amendment and the Release of Reverter.

SECTION 5. If any section, clause, phrase, word, or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution was duly adopted this ____ day of _____, 2025.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM

AND CORRECTNESS:

_____
SARA HEDGES, CITY ATTORNEY

AMENDMENT TO
***ASSIGNED AND ASSUMED* AGREEMENT**
FOR DEVELOPMENT OF KING'S LANDING (VILLAS PLAT)

THIS AMENDMENT TO THE ASSIGNED AND ASSUMED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (Villas Plat) ("Amendment") is made and entered into as of this ____ day of _____2025, by and between the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City "), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA"); and KINGS LANDING FT PIERCE, LLC a Florida Limited Liability Company (hereafter referred to as "Villas Plat Owner"), whose mailing address is 3670 Macguire Blvd. #220, Orlando, FL 32803.

W I T N E S S E T H:

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

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

WHEREAS, Audubon and the City entered into a First Amendment to the Amended and Restated Agreement, dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment"); and

WHEREAS, Audubon and the City entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (the "Second Amendment")(the entire agreement as amended by the First Amendment and Second Amendment is collectively referred to hereinafter as the "Amended and Restated Agreement"); and

WHEREAS, all capitalized terms used in this Amendment which are not otherwise defined herein shall have the meaning assigned in the Amended and Restated Agreement; and

WHEREAS, on January 6, 2025, the City passed Resolution No.25-R05, approving the sale of a portion of the Project which is legally described as set forth on Exhibit A hereto (the "Villas Plat Property") from Audubon to the Villas Plat Owner; and

WHEREAS, Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, and recorded in Official Records Book 5259, Page 2961, of the Public Records of St. Lucie County, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner; and

WHERAS, the Amended and Restated Agreement contains *inter alia* a Reverter to the City; and

WHEREAS, as currently written, the Amended and Restated Agreement requires the release of the City's Reverter upon certain performance measures being met; and

WHEREAS, as currently written, the Amended and Restated Agreement did not contemplate the separation of the Villas Plat Property for the Villas Plat Owner to obtain a release of the City's Reverter, which would impact the Villas Plat Owner's ability to obtain necessary financing; and

WHEREAS, the Villas Plat Owner has obtained and provided a performance bond for the site work for the Villas Plat Property, attached as Exhibit B; and

WHEREAS, the Villas Plat Owner has obtained and provided a performance bond for the vertical construction of all villas on the Villas Plat Property, attached as Exhibit C; and

WHEREAS, the Villas Plat Owner has obtained and provided a construction loan, attached hereto as Exhibit D, that is dependent upon the City's release of the Reverter within ninety (90) days of the June 12, 2025 closing of the construction loan; and

WHEREAS, the parties desire to amend the Amended and Restated Agreement as assigned and assumed to properly reflect the Villas Plat Owner as an assignee of Audubon's rights, duties and obligations and to modify certain rights and obligations as to the Villas Plat Property only.

NOW THEREFORE, for good and valuable consideration, the undersigned parties to this Amendment do hereby amend the assigned and assumed Amended and Restated Agreement as set forth herein:

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

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

3. **Applicability.** The amendments stated herein are as to the Villas Plat Property only and shall not be construed as affecting or implementing the remaining property encumbered by the Amended and Restated Agreement and applicable amendments thereto.

4. **Reverter.** Section 10(b) of the Amended and Restated Agreement is amended as to the Villas Plat Property only and shall read as follows:

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

5. **Performance Bond.** Section 10(d) of the Amended and Restated Agreement is amended as to the Villas Plat Property only and shall read as follows:

> The Villas Plat Owner shall obtain a performance bond for the construction of the site work for the Villas Plat Property that equals or exceeds the estimated cost of such construction prior to the issuance of any permits for site work. The Villas Plat Owner shall obtain a performance bond for the vertical construction of all villas on the Villas Plat Property that equals or exceeds the estimated cost of such construction prior to the issuance of any permits for any vertical construction. If any permit is extended beyond one (1) year from the date of issuance, whether by local or statutory authority, without the commencement of construction, all performance bonds shall be reviewed for updates to the estimated cost of the applicable construction, the estimated cost of which shall be reasonably agreed to by the City and the Villas Plat Owner. The performance bond shall be adjusted by the Villas Plat Owner for any increased estimated cost of construction for each performance bond. The bonds shall be in substantially the form attached hereto as **Exhibit "G"**, unless the Villas Plat Owner and the City mutually agree to a different form. Each bond shall be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded project.

6. **Partial Release of Reverter**. Through this Amendment, the Parties agree Section 10(b) and Section 10(d), both as amended above, of the Amended and Restated Agreement has been satisfied with respect to the Villas Plat Property. Therefore,

the City and FPRA desire to release their reversion interest in the Villas Plat Property only, pursuant to the Release of Reverter, attached hereto as Exhibit D and fully incorporated herein by reference. The Parties agree this release shall be binding upon the City and the FPRA and their successors and assigns and shall inure to the benefit of the Villas Plat Owner and its successors and assigns.

7. **Reporting Requirements.** Notwithstanding any provision in the Second Amendment to the contrary, the Villas Plat Owner shall provide quarterly Written Progress Updates to the City commencing September 1, 2025, and every three (3) months thereafter, on the first (1st) of each required month, and FPRA and shall make Progress Update Presentations before the City only if requested by the City or FPRA. This obligation of the Villas Plat Owner shall terminate upon the sale of the last lot (with a home) within the Villas Plat Property to an end-user.

8. **Individual Lot/Unit Sales.** Notwithstanding any provision in the Amended and Restated Agreement to the contrary, the requirement for prior notice to and approval by the City of any sale, conveyance, or transfer of all or any portion of the Property shall not apply to the sale, conveyance, or transfer of individual residential lots or dwelling units that are part of a duly recorded residential subdivision plat or condominium for the Villas Plat Property, where such lots or units are intended for sale to end users in the ordinary course of development and marketing of the residential community. Such transfers shall be deemed exempt from the notice and approval requirements set forth in Section 12 of the Amended and Restated Agreement. In addition, upon the sale of a platted lot within the Villas Plat Property with a home to an end-user and upon a Certificate of Occupancy being issued, the Amended and Restated Agreement shall automatically terminate with respect to such lot and the Villas Plat Owner shall be entitled to record an affidavit, with the Certificate of Occupancy attached, in the public records confirming that the transfer of the lot was with an end-user with a home and any title company insuring title to such lot may rely upon such affidavit for purposes of deleting the Amended and Restated Agreement from title. Should a unilateral affidavit not be accepted by the title company, the City Commission and FPRA Board authorize the City Manager and FPRA Director and the City Attorney and the Agency Attorney, respectively, to review, approve, and execute an affidavit for purposes of deleting the Amended and Restated Agreement from the title, so long as the Certificate of Occupancy is attached and all requirements herein have been met.

9. **Future Assignment/Transfer Prior to Completion.** Section 12 of the Amended and Restated Agreement is amended to require any future assignment or transfer of the Villas Plat Property through a sale, ground lease, or joint venture agreement prior to completion of the entire Project shall require at least thirty (30) days' written notice to the City with sufficient information for the City to review and approve, in its reasonable discretion, consistent with the requirements and diligence of its original award under RFQ No. 2019-003.

10. **Notice.** Any notices to be given with respect to Live Oak Holdings Group as to this Agreement or the Amended and Restated Agreement shall be in the same manner as provided in Paragraph 20 of the Amended and Restated Agreement to:

    To Villas Plat Owner:

    INB Homes
    3670 Maguire Blvd., Suite 220
    Orlando, Florida 32830
    Attn: Rainer Richter, Executive Vice President
    E-mail: R.Richter@inbhomes.com

    With a copy to:

    GODBOLD, DOWNING, BILL & RENTZ, P.A.
    222 W. Comstock Ave., Suite 101
    Winter Park, FL 32789
    Attention: Travis Rentz
    Email: trentz@gdb-law.com

11. **No Further Amendment of Amended and Restated Agreement.** Except as explicitly and specifically amended by this Amendment, the Amended and Restated Agreement shall remain in full force and effect and binding upon the Villas Plat Owner.

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

    [Remainder of page intentionally left blank – signature pages to follow]

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

WITNESSES:

"Villas Plat Owner"

KINGS LANDING FT PIERCE, LLC, a Florida limited liability company

By: _____
Print Name: _____
Address: _____

By:_____
Print Name:_____
Title: _____

By: _____
Print Name:_____
Address: _____

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025,
by_____ as _____ for KINGS LANDING FT PIERCE, LLC, a Florida limited liability company. Said person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

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

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

WITNESSES:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: _____
Print Name:_____
Address: _____

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Mayor

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 2025, by LINDA HUDSON, as MAYOR, for CITY OF FORT PIERCE, a municipal corporation. Said that person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

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

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

WITNESSES:

"FPRA"

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

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Chairwoman

By: _____
Print Name:_____
Address: _____

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025 by LINDA HUDSON as CHAIRWOMAN for FORT PIERCE DEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statues Chapter 163. Said person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification to wit:

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

Exhibit A

Legal Description of Villas Plat Property

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND LYING IN BLOCK "A" AND A PORTION OF LOT 1, BLOCK "B", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 323.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE CONTINUE NORTH 32°17'09" WEST, A DISTANCE OF 44.51 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 32°17'09" WEST, DEPARTING SAID CREEK, AND ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 53.76 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK "B"; THENCE NORTH 18°44'11" WEST, A DISTANCE OF 67.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF AVENUE C (FORMERLY KNOWN AS SEMINOLE AVENUE AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE); THENCE NORTH 71°02'48" EAST, DEPARTING SAID NORTHWEST CORNER AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 304.27 FEET TO THE WEST LINE OF THE EAST 92.7 FEET OF LOT 1 OF BLOCK "A" OF SAID AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°43'54" EAST, A DISTANCE OF 103.40 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING (4) COURSES AND DISTANCES: SOUTH 74°39'15" WEST, A DISTANCE OF 51.85 FEET; THENCE SOUTH 65°37'46" WEST, A DISTANCE OF 181.91 FEET; THENCE SOUTH 70°48'08" WEST, A DISTANCE OF 53.29 FEET; THENCE SOUTH 53°00'56" WEST, A DISTANCE OF 5.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.76 ACRES, MORE OR LESS.

_____ [Space Above This Line For Recording Data] _____

RELEASE OF REVERTER
TO ASSIGNED AND ASSUMED AMENDED AND RESTATED
AGREEMENT FOR DEVELOPMENT OF KING'S LANDING
VILLAS PLAT PROPERTY

Date: August 12, 2025

Parties:

"**City of Fort Pierce**" is the City of Fort Pierce, a Florida municipal corporation, whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950.

"**FPRA**" is Fort Pierce Redevelopment Agency, a community redevelopment agency establish pursuant to Florida Statutes Chapter 163, whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950.

BACKGROUND

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

B. The City, the FPRA, and Audubon entered into an Amended and Restated Agreement for Development of King's Landing dated February 8, 2022, and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County which superseded the Original Agreement for Development.

C. Audubon, the City, and the FPRA entered into a First Amendment to the Amended and Restated Agreement, dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment").

D. Audubon, the City, and the FPRA entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (the "Second Amendment") (the entire agreement as amended by the First and Second Amendments is collectively referred to hereinafter as the "Amended and Restated Agreement"); and

E. On January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion of the King's Landing Project along A.E. Backus Avenue to be developed as residential villas (the "Villas Plat Property") from Audubon to Kings Landing Ft Pierce, LLC (the "Villas Plat Owner").

F. Audubon and the Villas Plat Owner executed a Partial Assignment and Assumption of Development Agreement dated January 17, 2025, and recorded in Official Records Book 5259, Page 2961, of the Public Records of St. Lucie County, assigning and assuming all rights duties and obligations of Audubon under the Amended and Restated Agreement as to the Villas Plat Property to the Villas Plat Owner.

G. The Amended and Restated Agreement contains *inter alia* a Reverter to the City and the FPRA (the "Reverter").

H. The Amended and Restated Agreement required the release of the Reverter upon certain performance measures being met.

I. The Amended and Restated Agreement was amended through an Amendment to the Assigned and Assumed Agreement for Development of King's Landing (Villas Plat) (the "Amended Assigned and Assumed Agreement (Villas Plat)"), which *inter alia* amended the performance bond and construction loan requirements for the Villas Plat Property, as described in the legal description attached hereto at Exhibit A and incorporated herein by reference, to allow the release of the Reverter as it relates to the Villas Plat Property only.

J. The City approved Resolution No. 25-R51 that authorized this Release of Reverter for the Villas Plat Property, only, and approved the Amended Assigned and Assumed Agreement (Villas Plat).

K. The FPRA approved Resolution No. 25-12 that authorized this Release of Reverter for the Villas Plat Property, only, and approved the Amended Assigned and Assumed Agreement (Villas Plat).

NOW THEREFORE, for the premises above stated and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

1. The City hereby irrevocably releases the Villas Plat Property, only, from the encumbrance of the Reverter.

2. The FPRA hereby irrevocably releases the Villas Plat Property, only, from the encumbrance of the Reverter.

3. Except as set forth above, the Amended and Restated Agreement and the Amended Assigned and Assumed Agreement (Villas Plat) are hereby reaffirmed in all respects and remains in full force and effect.

4. This instrument may be executed in counterparts, each of which when taken together with constitute one and the same instrument.

WITNESSES:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: _____
Print Name:_____
Address: _____

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Mayor

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 2025, by LINDA HUDSON, as MAYOR, for CITY OF FORT PIERCE, a municipal corporation. Said that person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

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

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

WITNESSES:

"FPRA"

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

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Chairwoman

By: _____
Print Name:_____
Address: _____

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025 by LINDA HUDSON as CHAIRWOMAN for FORT PIERCE DEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statues Chapter 163. Said person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification to wit:

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

Exhibit A

Legal Description of Villas Plat Property

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ST. LUCIE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

BEING A PARCEL OF LAND LYING IN BLOCK "A" AND A PORTION OF LOT 1, BLOCK "B", ACCORDING TO AARON LEE'S MAP OF FORT PIERCE, AS RECORDED IN PLAT BOOK 1, PAGE 189, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, OF SAID AARON LEE'S MAP OF FORT PIERCE, PROCEED NORTH 18°44'11" WEST ALONG THE WEST LINE OF BLOCK F AND THE EAST RIGHT-OF-WAY LINE OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET, AS SHOWN ON SAID AND BEING A 60.00-FOOT-WIDE PUBLIC RIGHT-OF-WAY), A DISTANCE OF 323.41 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF THE ADJUSTED NORTH 2ND STREET; THENCE NORTH 32°17'09" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 371.24 FEET TO A POINT ON THE 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE CONTINUE NORTH 32°17'09" WEST, A DISTANCE OF 44.51 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 32°17'09" WEST, DEPARTING SAID CREEK, AND ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 53.76 FEET TO A POINT ON THE WEST LINE OF LOT 1, BLOCK "B"; THENCE NORTH 18°44'11" WEST, A DISTANCE OF 67.04 FEET TO THE NORTHWEST CORNER OF SAID LOT 1, AND A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF AVENUE C (FORMERLY KNOWN AS SEMINOLE AVENUE AS SHOWN ON SAID AARON LEE'S MAP OF FORT PIERCE); THENCE NORTH 71°02'48" EAST, DEPARTING SAID NORTHWEST CORNER AND ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 304.27 FEET TO THE WEST LINE OF THE EAST 92.7 FEET OF LOT 1 OF BLOCK "A" OF SAID AARON LEE'S MAP OF FORT PIERCE; THENCE SOUTH 18°43'54" EAST, A DISTANCE OF 103.40 FEET TO A POINT ON THE NORTHERLY 3.50-FOOT-WIDE CONCRETE BULKHEAD BOUNDING MOORE'S CREEK; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING (4) COURSES AND DISTANCES: SOUTH 74°39'15" WEST, A DISTANCE OF 51.85 FEET; THENCE SOUTH 65°37'46" WEST, A DISTANCE OF 181.91 FEET; THENCE SOUTH 70°48'08" WEST, A DISTANCE OF 53.29 FEET; THENCE SOUTH 53°00'56" WEST, A DISTANCE OF 5.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.76 ACRES, MORE OR LESS.

SURETY BOND PROFESSIONALS INC.
YOUR BOND PARTNER

PERFORMANCE AND/OR PAYMENT BONDS ATTACHED

Attached, please find the Performance and/or Payment Bonds that you've requested. Please review these for accuracy and be certain to sign, seal, and witness as appropriate.

PLEASE NOTE that in some instances you will have to fill in the date on the bond and on the power of attorney. This is left blank intentionally as in certain cases the owner/obligee may want to fill such in themselves.

We greatly value the relationship we have established so if we can lend our support or assistance at any point in the future, do not hesitate to contact us.

If you know anyone who might benefit from our bonding services, please let us know or provide them with our contact information.

Thank you!

1661 WORCESTER ROAD, SUITE 207, FRAMINGHAM, MA 01701
PHONE: 781-559-0568 | FAX: 781-559-0569 | SURETYBONDPROFESSIONALS.COM

THE GRAY SURETY

The Gray Insurance Company
The Gray Casualty & Surety Company

Dual Obligee Rider

This Rider is to be attached to and forms a part of Bonds Number GSA01800147
(hereinafter individually referred to as "Performance Bond" or Payment Bond and collectively referred to as "Bonds")
issued by, The Gray Casualty & Surety Company, as Surety, on the 28 day of March ,2025

WHEREAS, the Principal and the Surety executed and delivered to said Primary Obligee the Bonds in connection with the contract; and

WHEREAS, the Primary Obligee has requested the Principal and the Surety to executed and deliver this Rider.

NOW, THEREFORE, the undersigned hereby agree and stipulate that **City of Fort Pierce** shall be added to the Bond as a named Obligee
(hereinafter referred to as "Additional Obligee"), subject to the conditions set forth below:

1. The Surety Shall not be liable under the Bonds to the Primary Obligee, the Additional Obligee, or any of them, unless the Primary Obligee, the Additional Obligee, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) strictly in accordance with the terms of said Contract as to payments and shall perform all other obligations to be performed under said Contract at the time and in the manner therein set forth.
2. The aggregate liability of the Surety under the Performance Bond, to any or all of the obligees (Primary and Additional Obligees), as their interests may appear, is limited to the penal sum of the Performance Bond; the Additional Obligee's rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee, and the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Obligee under the Contract. All the Surety's election, any payment due under the Performance Bond may be made by joint check payable to one or more of the obligees.
3. The aggregate liability of the Surety under the Payment Bond to any or all of the obligees (Primary and Additional Obligees), and persons or entities that are entitled to make claim under the Payment Bond (hereinafter, "Claimants"), as their interests may appear, is limited to the penal sum of the Payment bond; the Additional Obligee's rights hereunder, if any, are subject to the same defenses Principal and/or Surety have against the Primary Obligee and/or Claimants under the Payment Bond. At the Surety's election, any payment due under the Payment Bond may be made by joint check payable to one or more of the obligees and/or Claimants.

Except as herein modified, the Bonds shall be and remains in full force and effect.

Signed and sealed this 28 day of March, 2025.

Principal: INB Homes
By: _____
Print: RAINER RICHTER

Surety: The Gray Casualty & Surety Company
By: _____
Print: Mark D. Leskanic, Attorney-in-Fact

Primary Obligee: Kings Landing Ft. Pierce, LLC
By: _____
Print: RAINER RICHTER

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: GSA01800147 **Principal:** INB Homes

Project: 22-310 - Villas at Kings Landing - Site Work

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Mark D. Leskanic, Lauren Leskanic, Bette A. Botticello, Colin Warner, Matthew Leskanic, and Greg Angel of Natick, Massachusetts jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of , 2025 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this day of , 2025 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Bond Number: GSA01800147

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
INB Homes
3670 Maguire Blvd., Suite 220
Orlando, FL 32803

SURETY:
(Name, legal status and principal place of business)
The Gray Casualty & Surety Company
P.O. Box 6202
Metairie, LA 70009 - 6202

OWNER:
(Name, legal status and address)
Kings Landing Ft. Pierce, LLC
3670 Maguire Blvd., Suite 220
Orlando, FL 32803

CONSTRUCTION CONTRACT
Date: , 2025

Amount: Eight Hundred Sixty-Eight Thousand Six Hundred Seventy-Eight and 58/100 Dollars ($868,678.58)

Description:
(Name and location)
22-310 - Villas at Kings Landing - Site Work

BOND
Date: March 28th , 2025
(Not earlier than Construction Contract Date)

Amount: Eight Hundred Sixty-Eight Thousand Six Hundred Seventy-Eight and 58/100 Dollars ($868,678.58)

Modifications to this Bond: ☐ None ☑ See Section 16

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
INB Homes
Signature:
Name and Title: Rainer Richter EVP

SURETY
Company: *(Corporate Seal)*
The Gray Casualty & Surety Company
Signature:
Name and Title: Mark D. Leskanic, Attorney-In-Fact

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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Surety Bond Professionals, Inc.
1661 Worcester Road, Suite 207
Framingham, MA 01701

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

Dual Obligee Rider

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

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Loan No.: G25018254

CONSTRUCTION LOAN AGREEMENT

THIS CONSTRUCTION LOAN AGREEMENT (this "**Agreement**") is entered into as of 6/12/2025 (the "**Closing Date**") by KINGS LANDING FT PIERCE LLC, a Florida limited liability company ("**Borrower**"), and GENESIS CAPITAL, LLC, a Delaware limited liability company ("**Lender**").

R E C I T A L S

A. Borrower has requested that Lender make a loan to it in the aggregate principal amount of up to $6,417,600.00 (the "Loan").

B. Lender is willing to make the Loan to Borrower subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, Lender and Borrower hereby agree as follows.

1. CERTAIN DEFINITIONS. Capitalized terms not otherwise defined in the body of this Agreement shall have the meanings set forth in the definitions exhibit attached hereto as Exhibit A.

2. LOAN; GENERAL.

2.1 Loan. Subject to the terms and conditions of this Agreement, Lender agrees to lend to Borrower and Borrower agrees to borrow the principal sum of $6,417,600.00 said sum to be evidenced by the Note and which shall be repaid in accordance with the terms of the Note and the other Loan Documents. The Loan is not a revolving credit line, and no payments or credits shall increase the maximum amount of advances available from the Loan.

2.2 Purpose. Amounts disbursed to or on behalf of Borrower pursuant to the Note shall be used for the construction of the Property and the Project and for such other purposes and uses as may be permitted under this Agreement and the other Loan Documents.

2.3 Grant of Security Interest in Property. The Note shall be secured, in part, by the Security Instrument encumbering certain real property and improvements as described therein.

2.4 Advances.

(a) **Initial Advance**. Subject to the provisions of this Agreement, upon written request by Borrower, pursuant to Section 3.1 below, Lender shall make the Initial Advance to Borrower on the Closing Date.

(b) **Construction Advances**. Subject to the provisions of this Agreement, upon written request by Borrower, Lender shall make a Construction Advance to Borrower, from time to time, within two (2) Business Days after all

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conditions precedent to making a Construction Advance (including those set forth in Sections 3.1 and 3.2 below), have been met.

(c) **Limitations**.

(i) Notwithstanding any other provision of this Agreement to the contrary, the aggregate amount of all Advances at any one time outstanding (with the exception of any Protective Advances (as hereinafter defined)) shall not exceed the amount of the Loan, and in no event shall the total Committed Loan Funds, as of such date of determination, exceed the maximum amount of the Loan.

(ii) Unless otherwise permitted by Lender, Advances shall be made (if at all) not more frequently than one (1) time in any calendar week and in a manner consistent with this Agreement and the Loan Budget.

(iii) In no event shall Lender be obligated to make Advances in excess of the percentage of construction completed as certified by Lender's inspector. The maximum amount of advances which Borrower may request for the Project or for any component or phase thereof shall be as set forth in the Loan Budget.

(iv) If required by Lender in its sole and absolute discretion, all Advances shall be made into an account of Borrower that is subject to the Deposit Account Control Agreement.

(v) Lender shall not be obligated to disburse Loan proceeds for the payment of any cost if the amount of such cost, together with the amounts of other costs included within the same "line-item" in the Loan Budget for which requests for advances have previously been submitted and approved, exceeds the amount set forth in the Loan Budget for such line-item, unless Borrower furnishes to Lender documentary evidence satisfactory to Lender that any such excess cost is offset by a reduction, in nature satisfactory to Lender, of at least an equal amount in another line-item in the Loan Budget, and Lender approves a revision to the Loan Budget.

2.5 Loan Fees and Expenses. A non-refundable loan fee of 1.00% of the maximum principal amount of the Note as of the date hereof shall be earned by Lender upon execution of the Loan Documents and shall be due and payable by Borrower on the date hereof. In addition, Borrower shall pay to Lender, on the date hereof, those certain amounts referenced in the settlement statement approved by Lender in connection with the closing of the Loan.

2.5.1 Multiple Units. If the Property consists of more than one (1) Units (as such term is defined in the attached Exhibit E), the provisions of Exhibit E shall apply to this Agreement.

3. ADVANCES.

3.1 Closing Conditions; Advances. Lender's obligation to make any Advances (including the Initial Advance, if any) or take any other action under the Loan Documents shall be

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subject at all times to satisfaction of each and every one of the following conditions precedent in Lender's discretion:

(a) Receipt and approval by Lender of an executed original of this Agreement, each of the Loan Documents, and any and all other documents, instruments, policies and forms of evidence or other materials which are required pursuant to this Agreement or any of the other Loan Documents or as otherwise required by Lender, each in form and content acceptable to Lender;

(b) There shall exist no Default or Event of Default under this Agreement or any of the Loan Documents;

(c) The Security Instrument is a valid lien upon the Property and is prior and superior to all other liens and encumbrances thereon except those approved by Lender in writing (and, for the avoidance of doubt, the only liens or encumbrances affecting the Property are the Permitted Encumbrances);

(d) No Balancing Event (as defined below) shall then exist;

(e) Lender shall have received and approved a final Loan Budget;

(f) Lender shall have received and approved the following: (i) a written appraisal prepared in conformance with the requirements of FIRREA, as well as any other applicable rules or regulations from any and all applicable governmental authorities (subject to review and adjustment by Lender consistent with Lender's standard practices); (ii) evidence of the insurance coverage required under this Agreement; (iii) if requested by Lender, a soils and geology report for the Property; (iv) a Site Assessment with respect to the Property; (v) two (2) sets of the Plans and Specifications, certified as complete by the architect, together with evidence of all necessary or appropriate approvals of governmental agencies or private parties; (vi) copies of all agreements which are material to Completion of the Project, and, at Lender's option, an assignment of each and a Design Professional Consent from any applicable parties; (vii) copy of the General Contractor Agreement executed by Borrower in connection therewith with a Lender-approved General Contractor and, if required by Lender, a General Contractor Consent from such party (viii) copies of all Project Permits; (ix) copies of any initial study, negative declaration, mitigated negative declaration, environmental impact report, notice of determination or notice of exemption prepared, adopted, certified or filed by or with any governmental agency in connection with the Property and Project; (x) copies of all Lender-approved Trade Contracts then in effect for the Project and, if required by Lender, an executed Trade Contractor Consent for each Trade Contractor who is to receive proceeds of any Construction Advance; (xi) a list of all Project Documents in effect for the Project as of the date of such request for Advance and copies of all such Project Documents (including any new Project Documents and any Change Orders to any Project Documents, in each case, executed after the Closing Date or the date of the last Advance Request, as the case may be), and Lender shall have approved of any Change Order (to the extent Lender's approval is required hereunder) with respect to a Project Document for which Borrower is requesting a payment; and (xii) if requested by Lender, any seismic reports on the Property;

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(g) Borrower shall have presented evidence satisfactory to Lender that it has contributed equity in the Property and Project in the amount in the Loan Budget;

(h) Borrower shall have (i) provided any costing review documents requested or required by Lender, which costing review documents shall be subject to the review and approval of Lender's consultant and engineering team, (ii) paid a costing review fee in the amount required by Lender, and (iii) to the extent required by Lender based on the results of the costing review, funded any additional equity in the amount reasonably required by Lender;

(i) The representations and warranties contained in this Agreement shall be true and correct as of the Closing Date and as of the date of each Advance or any other amounts pursuant to the Loan Documents;

(j) If required by Lender, Lender shall have received evidence that each of Borrower and Guarantor is in good standing (and if applicable, duly qualified as a foreign entity) in the state in which such entities are organized as of the date hereof and the states where such entities conduct business;

(k) Lender shall have received a commitment by a title company to issue the Title Policy (together with copies of all exceptions) in form and substance acceptable to Lender;

(l) If required by Lender, Lender shall have received legal opinions issued by counsel for Borrower and each other Borrower Party, as required by Lender;

(m) If required by Lender, Lender shall have received current Uniform Commercial Code searches for Borrower and each other Borrower Party, and, if required by Lender, the immediately preceding owner of the Property;

(n) If required by Lender, Lender shall have received evidence of insurance as required by this Agreement;

(o) No condemnation or adverse zoning or usage change proceeding shall have occurred or shall have been threatened against the Property; the Property shall not have suffered any significant damage by fire or other casualty which has not been repaired; no law, regulation, ordinance, moratorium, injunctive proceeding, restriction, litigation, action, citation or similar proceeding or matter shall have been enacted, adopted, or threatened by any governmental authority, which would have a Material Adverse Effect;

(p) Borrower shall have paid or reimbursed all of Lender's outstanding fees and expenses (including the out-of-pocket fees and expenses of Lender's construction consultant(s), if any, and all other out-of-pocket fees, costs and expenses of Lender (including any draw fees and any fees and expenses of outside legal counsel) relating to the Loan, to the extent then due and payable, as well as all fees and commissions payable to real estate brokers, mortgage brokers, or any other brokers or agents in connection with the Loan or the acquisition of the

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Property, evidence of such payment to be accompanied by any waivers or indemnifications deemed necessary by Lender;

(q) The Property shall comply in all material respects with all Legal Requirements;

(r) Such other documents or items as Lender or its counsel may require in their sole and absolute discretion (including credit and litigation information on Borrower and each other Borrower Party); and

(s) Lender shall have received and approved organizational documents, resolutions, certificates and consents with respect to Borrower (and the partners, members, managers or joint venturers of Borrower (if any)), all Guarantors (and the partners, members, managers or joint venturers of all such Guarantors (if any)), and such other related entities as Lender may require.

3.2 Request for Construction Advance; Additional Conditions. With respect to each Advance Request for a Construction Advance, each of the following conditions must be met prior to any such Advance being funded:

(a) Borrower shall (i) have obtained from the title company that issued the Title Policy (to the extent available in the applicable jurisdiction), a continuation of title endorsement (and if such endorsement is not available, such other evidence as may be required by Lender, including an updated title report) showing title to the Property vested in Borrower, with no subordinate items and with no exceptions to title of such Property other than Permitted Encumbrances (with affirmative insurance that no Taxes are delinquent, no mechanic's or supplier's liens have attached (or if inchoate mechanic's or supplier's liens have, that they are subordinate to the lien of the Security Instruments encumbering the Property), and, if available and applicable, that neither public nor private conditions, covenants or restrictions, if any, affecting the Property have been violated); (ii) if required by Lender, in its sole discretion, a title update endorsement issued concurrently with each Advance; and (iii) any other endorsements Lender may reasonably require in connection with such Advance; in each such case as required by Lender and at Borrower's sole cost and expense;

(b) Lender shall have received a certificate of Borrower with respect to any construction work constituting the applicable Project Expenditures to be funded by such Advance (a) certifying that whatever portion of such work has been completed to date has been completed in a good and workmanlike manner in accordance with all applicable Legal Requirements and the Lender-approved Plans and Specifications therefor, (b) including (with the Advance Request) a copy of any license, permit or other approval by any Governmental Authority required to commence the applicable Project Expenditures for which such Advance is sought, (c) including copies of all bills, invoices, receipts and other documentation requested by Lender to be reimbursed or paid by such Advance, (d) identifying each Person that supplied materials or labor in connection with the Project Expenditures to be funded by the requested Advance, (e) certifying that each such Person has been paid in full or will be paid in full in respect of such work promptly after receipt of such Advance, (f) accompanied by conditional lien waivers or other evidence of lien release upon payment satisfactory to Lender, (g) stating that all

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prior Advances (if any) have been spent on the expenses for which such Advances were made, (h) including a reconciliation by Borrower of the progress and cost of the completion of the Project through the date of such Advance Request with the Project Schedule and the Loan Budget, together with a projection of such progress and cost through to Completion, (i) including an anticipated cost report in a form reasonably acceptable to Lender, which indicates the costs anticipated to Complete the Project, after giving effect to costs, if any, incurred during the previous month (or the date of the last preceding Advance Request, as the case may be) (including a description of any reasonably projected cost overruns), (j) including a list of reasonably anticipated Change Orders to the Project Documents that may be made within the ensuing sixty (60) days after such Advance Request (regardless as to whether Lender's approval is required for any such Change Order), and (k) certifying that no Balancing Event then exists;

(c) Lender shall have received evidence satisfactory to it that Borrower has paid (or will pay concurrently with the funding of such Advance), from its own funds, the actual cost of the applicable Project Expenditure(s) less the amount to be advanced by Lender hereunder for such Project Expenditure(s) (it being agreed that if required by Lender, such amount shall be paid to Lender, and Lender shall pay the applicable invoice from such funds and such Advance);

(d) Lender shall have determined that the applicable work with respect to which the Advance has been requested has been completed in good and workmanlike manner in accordance with all applicable Legal Requirements and the Lender-approved Plans and Specifications;

(e) Lender shall have determined that the amount of unfunded Advances available to Borrower hereunder for the payment of all of the work comprising the Project that have not been completed, based on the applicable Committed Loan Funds as compared to all Advances that have been made prior to such date of determination for the Project, is not less than the amount actually necessary (as determined by Lender) to pay for the cost of all such work comprising the Project that has not been completed through the completion thereof (the failure of the foregoing to be true, a "**Balancing Event**") (or Borrower shall have delivered immediately available funds to Lender in the amount of such difference, which funds shall be held in a Reserve Account and disbursed to Borrower for the payment of Project Expenditures prior to the making of any further Advances for the payment of such Project Expenditures);

(f) Each requested Advance may be reduced by the Retainage applicable to such costs, and the amount of all such Retainage shall be advanced to Borrower only upon the Completion of the Project; provided, however, at Lender's sole option, Lender may withhold from the final disbursement of Loan proceeds the entire amount of the Retainage in lieu of reducing each individual Advance by the amount of the Retainage;

(g) The portion of the Loan Budget shown as being allocated as a contingency reserve ("Contingency Reserve"), and any increases in the Contingency Reserve pursuant hereto, shall be reallocated to such other line items in the Loan Budget as Borrower shall, from time to time, request in writing and Lender shall approve in its sole and absolute discretion. After any such

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reallocation, the portion of the Contingency Reserve that has been reallocated will be disbursed in accordance with the provisions governing the disbursement of Loan proceeds (including the conditions and restrictions set forth in this Section 3). If the actual cost or a revised guaranteed cost of a line item is less than the maximum amount of the Loan Budget allocated to any such line item, then any such excess amounts may be reallocated to the Contingency Reserve from time to time upon Borrower's written request and Lender's approval in its sole and absolute discretion. The reallocation, depletion, refusal of Lender to increase, reallocate or deplete the Contingency Reserve shall not release Borrower from any of Borrower's obligations under the Loan Documents;

(h) No Advances shall be made for Stored Materials unless (A) Lender shall have reasonably determined that the Stored Materials Conditions have been satisfied with respect to such Stored Materials (and that they remain satisfied with respect to any subsequent Advance for Stored Materials) and (B) Lender otherwise approves of such Advance, which approval Lender may grant or withhold in its sole discretion;

(i) At Lender's option, Lender shall have approved of "subguard" insurance policies with respect to each Trade Contract, to the extent a copy of such Trade Contract is requested by Lender, with respect to which such Advance is requested, and the same shall then be in full force and effect;

(j) Lender has determined that the Project is progressing in material compliance with the Project Schedule;

(k) All Advance Requests shall clearly identify any amounts requested for payment to an Affiliate. Unless expressly set forth in the then effective Loan Budget or this Agreement, no developer's, management, consulting or brokerage fee or commission, developer profit or other payment to any Affiliate shall be paid directly or indirectly from any proceeds of the Loan without Lender's prior written approval; and

(l) For each Subsequent Advance, Borrower shall pay a draw fee of $100.00 per Advance and Lender shall order inspections with photographs of the Property. The draw fee for each Subsequent Advance shall be added to the payoff amount of the Loan.

Each Advance Request delivered by Borrower to Lender, whether to request an Initial Advance or any Subsequent Advance, shall be deemed to be a representation and warranty that (i) the information contained in the Advance Request is true and correct in all material respects, (ii) no Default or Event of Default has occurred or is continuing under any of the Loan Documents and (iii) all representations and warranties under this Agreement and the other Loan Documents are true, correct and complete and not misleading in any respect on the date of such Advance Request, as if such representations and warranties were made on such date.

3.3 Full Repayment and Reconveyance, Satisfaction or Release. Upon receipt of all sums owing and outstanding under the Note and the Loan Documents, and the full performance of all other obligations secured by the Security Instrument, Lender shall reconvey, satisfy or release the Property from the lien of the Security Instrument and terminate any assignment of leases and rents or UCC-financing statements related to the Collateral; provided,

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however, that all of the following conditions shall be satisfied at the time of, and with respect to, such reconveyance, satisfaction or release: (a) Lender shall have received all escrow, closing and recording costs, the costs of preparing and delivering such reconveyance, satisfaction or release, the payment of any and all sums then due and payable under the Loan Documents, and the full payment and performance of all other obligations secured by the Security Instrument, including those set forth in the Note and the Security Instrument; and (b) Lender shall have received a written release satisfactory to Lender of any set aside letter, letter of credit or other form of undertaking which Lender has issued to any surety, governmental agency or any other party in connection with the Loan or the Property. Lender's obligation to make further disbursements under the Loan shall terminate as to any portion of the Loan undisbursed as of the date of issuance of such reconveyance, satisfaction or release, and any commitment of Lender to lend any undisbursed portion of the Loan shall be cancelled. For avoidance of doubt, the Property may not be sold by Borrower unless it is released (and the required payment is made) pursuant to this Section prior to or concurrently with such sale.

3.4 Balancing Event. At any time Lender shall have determined that a Balancing Event exists, Borrower shall deliver to Lender, within five (5) Business Days after Lender's written demand therefor, immediately available funds in the amount necessary to cause such Balancing Event to no longer exist. Such amounts will be held in a deposit account established by Lender from time to time (the "Project Expenditure Reserve Account"). So long as no Event of Default then exists, the funds in the Project Expenditure Reserve Account shall be disbursed by Lender at Borrower's request in connection with the making of a Construction Advance for Project Expenditures pursuant to this Section 3 in the same manner subject to all terms and conditions applicable thereto, and notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, after the occurrence and during the continuance of a Balancing Event, all funds in the Project Expenditure Reserve Account (if any) shall be fully disbursed to Borrower prior to the making of any further Construction Advances for Project Expenditures.

3.5 Interest Reserve. To the extent Lender requires a reserve for payments of interest accrued on the outstanding principal balance of the Loan (whether included in the Loan Budget or otherwise), then (a) amounts from such interest reserve shall be disbursed as determined by Lender and subject to any applicable disbursement conditions in this Agreement; (b) if any time the interest reserve is insufficient or unavailable to pay all accrued interest, Borrower agrees to pay all accrued interest when due and payable; and (c) depletion of such interest reserve shall not release Borrower from any of Borrower's obligations to pay interest accruing under the Note. Borrower hereby irrevocably authorizes Lender to make any interest payment on Borrower's behalf by debiting the interest reserve in the amount of the payment and applying the debited amount to accrued and unpaid interest on the Loan, and Lender will automatically debit the interest reserve each month to satisfy such accrued and unpaid interest so long as there are sufficient funds remaining in the interest reserve. For the avoidance of doubt, interest will accrue on amounts debited from the interest reserve from the date such funds are advanced.

3.6 Recourse. The Loan shall be full recourse to Borrower and all of its assets, whether now owned or hereafter acquired or in which Borrower otherwise has an interest, and all proceeds thereof.

3.7 ACH. Upon the earlier of (a) all interest reserve funds, if any, having been disbursed from the interest reserve account, or (b) any extension of the Loan, Borrower covenants

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and agrees to use the Federal Banking System's ACH program to remit all regular monthly debt service payments under the Note.

4. PAYMENT. All payments shall be made pursuant to the terms and conditions of the Note and the other Loan Documents.

5. REPRESENTATIONS AND WARRANTIES.

5.1 Borrower Representations. Borrower represents and warrants as of the date hereof and as of the date of each Advance that:

5.1.1 Authority/Enforceability. Each Borrower Party is in compliance with all laws and regulations applicable to its organization, existence and transaction of business and has all necessary rights and powers and organizational authority to own, develop and operate the Property and improvements as contemplated by the Loan Documents.

5.1.2 Binding Obligations. Each applicable Borrower Party is authorized to execute, deliver and perform its obligations under the Loan Documents, and such obligations shall be valid and binding obligations of the applicable Borrower Party.

5.1.3 Formation and Organizational Documents. Borrower has delivered to Lender all formation and organizational documents of Borrower, the general partner or managing member of Borrower, and of all Guarantors of the Loan, if any, and all such formation and organizational documents remain in full force and effect and have not been amended or modified since they were delivered to Lender. Borrower shall immediately provide Lender with copies of any amendments or modifications of the formation or organizational documents. Borrower shall not, without the prior written consent of Lender, modify or amend its operating agreement or partnership agreement or other organizational documents in any way that would have an adverse effect on its ability to own and operate the Property or to perform under the Loan Documents.

5.1.4 No Proceedings or Litigation. Except as disclosed to Lender in writing, there are no claims, actions, suits, or proceedings pending, or, to Borrower's knowledge, threatened, against Borrower or affecting the Property.

5.1.5 No Defaults. No Borrower Party is in default with respect to any order or decree of any court or any order, regulation or demand of any Governmental Authority, which default is reasonably expected to have consequences that would materially and adversely affect the condition (financial or other) or operations of any the Property or might have consequences that would materially or adversely affect Borrower Party's performance hereunder or under any of the Loan Documents.

5.1.6 Consents. No consent, approval, authorization or order of any court or Governmental Authority is required for the execution, delivery and performance by any Borrower Party of, or compliance by any Borrower Party with, this Agreement or any other Loan Document or the consummation of the transactions contemplated hereby, other than those which have been obtained by the applicable Borrower Party.

5.1.7 Title. Borrower is the record and beneficial owner of, and has good and marketable title to, the Property, free and clear of all Liens whatsoever other than the Permitted Encumbrances, and lawfully holds and possesses the Property and has the right to

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encumber the same. Without limiting the generality of the foregoing, Borrower has not granted any option or right of first refusal or first opportunity to any party to acquire any interest in the Property. The Security Instrument, when recorded, will create valid, perfected first-priority security interest in and to the Property and the Collateral in favor of Lender. To the extent Lender requires Borrower to enter into the Equity Owner Pledge, the Equity Owner Pledge, together with the Uniform Commercial Code financing statements required to be filed in connection therewith, will create valid, perfected first-priority security interests in and to the ownership interests in Borrower.

5.1.8 No Plan Assets. As of the date hereof and throughout the term of the Loan (a) each Borrower Party is not and will not be an "employee benefit plan," as defined in Section 3(3) of ERISA, subject to Title I of ERISA, (b) none of the assets of any Borrower Party constitutes or will constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3 101, (c) each Borrower Party is not and will not be a "governmental plan" within the meaning of Section 3(32) of ERISA, and (d) transactions by or with any Borrower Party are not and will not be subject to state statutes regulating investment of, and fiduciary obligations with respect to, governmental plans.

5.1.9 Compliance. Borrower and the Property and the current use thereof comply in all material respects with all applicable Legal Requirements, including, without limitation, building and zoning ordinances and codes. Neither Borrower nor any other Borrower Party is in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority. Neither Borrower nor any other Borrower Party has committed any act that may give any Governmental Authority the right to cause Borrower or any Borrower Party to forfeit the Property or any part thereof or any monies paid in performance of Borrower's Obligations under any of the Loan Documents.

5.1.10 Financial Information. All financial data, including, without limitation, the statements of cash flow and income and operating expense and any proposed budget, that have been delivered to Lender in respect of Borrower, the other Borrower Parties, the Property or the Project fairly present the financial condition of Borrower, each other Borrower Party, the Property and the Project, as applicable, as of the date of such reports and have been prepared in accordance with GAAP, a cash basis accounting method, or other generally accepted accounting principles approved by Lender (in Lender's commercially reasonable discretion), and consistently applied, throughout the periods covered, except as disclosed therein. Except as disclosed therein, neither Borrower nor any other Borrower Party has any contingent liabilities, liabilities for taxes, unusual forward or long term commitments or unrealized or anticipated losses from any unfavorable commitments that are known to Borrower or any other Borrower Party. Since the date of the financial statements (including any proposed budget), there has been no material adverse change in the financial condition, operations or business of Borrower, any other Borrower Party, the Property or the Project from that set forth in said financial statements.

5.1.11 Single Purpose. Unless otherwise permitted by Lender, Borrower hereby represents and warrants to, and covenants with, Lender that as of the date hereof and until such time as the Debt shall be paid in full (provided, however, that nothing in this Section shall require any shareholder, partner or member of Borrower or Equity Owner to make additional capital contributions to either of them): (a) Borrower has not owned nor will own any asset or property other than (i) the Property, and (ii) incidental personal property necessary for the ownership thereof; (b) Borrower has not engaged nor will engage in any business other than the acquisition, ownership, management, development, operation, renovation and sale of the Property. Each of Borrower and Equity Owner will conduct and operate its business as presently

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conducted and operated; (c) Borrower has not incurred nor will incur any Indebtedness except as provided in the Loan Documents; (d) Borrower has not made nor will make any loans or advances to any third party (including any Affiliate of Borrower); (e) each of Borrower and Equity Owner is solvent and will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its own assets as the same shall become due; (f) each of Borrower and Equity Owner has done or caused to be done and will do all things necessary to observe organizational requirements and formalities and preserve its existence, and neither Borrower nor Equity Owner will amend, modify or otherwise change its certificate, partnership agreement, articles of incorporation and bylaws, operating agreement, trust or other organizational documents without the prior consent of Lender in any manner that (i) violates the single purpose covenants set forth in this Section, or (ii) amends, modifies or otherwise changes any provision thereof that by its terms cannot be modified at any time when the Loan is outstanding or by its terms cannot be modified without Lender's consent; (g) Borrower will (i) maintain all of its books, records, financial statements and bank accounts separate from those of its Affiliates and any constituent party, (ii) not cause or permit its assets to be listed as assets on the financial statement of any other Person, provided, however, that Borrower's assets may be included in a consolidated financial statement of its Affiliates provided that such assets shall be listed on Borrower's own separate balance sheet, (iii) except to the extent Borrower is disregarded for tax purposes, file its own tax returns (to the extent Borrower is required to file any such tax returns) and will not file a consolidated federal income tax return with any other Person, and (iv) maintain its books, records, resolutions and agreements as official records; (h) Borrower has been, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate or any constituent party thereof). Borrower shall conduct business in its own name, shall not identify itself or any of its Affiliates as a division or part of the other and shall maintain and utilize separate stationery, invoices and checks bearing its own name; (i) neither Borrower nor Equity Owner will seek or effect its dissolution, division, winding up, liquidation, consolidation or merger, in whole or in part; (j) Borrower will not commingle its funds and other assets with those of any Affiliate or constituent party or any other Person, and Borrower will hold all of its assets in its own name; (k) Borrower has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual assets from those of any Affiliate or constituent party or any other Person; (l) Borrower will not guarantee nor become obligated for the debts of any other Person nor will either hold itself out to be responsible for or have its credit available to satisfy the debts or obligations of any other Person; (m) Borrower will not permit any Affiliate or constituent party independent access to its bank accounts; (n) Borrower shall pay the salaries of its own employees (if any) from its own funds and maintain a sufficient number of employees (if any) in light of its contemplated business operations; (o) Borrower shall compensate each of its consultants and agents from its funds for services provided to it and pay from its own assets all obligations of any kind incurred; (p) Borrower is and will remain organized in the State in which it was formed as a limited liability company; (q) no indemnity payment from the funds of Borrower or Equity Owner (as distinct from funds from other sources such as insurance) of any indemnity under any agreement (other than the Loan Documents) to which Borrower or any Equity Owner may be a party (including under such party's organizational documents) shall be payable from amounts allocable to any other Person, including Lender, pursuant to any of the Loan Documents, and (r) neither Borrower nor Equity Owner nor any other Person on behalf of Borrower shall, without the affirmative vote of one hundred percent (100%) of the members, partners or stockholders of Borrower: (i) institute proceedings to be adjudicated bankrupt or insolvent, (ii) consent to the institution of bankruptcy or insolvency proceedings against it; (iii) file a petition seeking, or consenting to, reorganization or relief under applicable federal or state law relating to bankruptcy; (iv) consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of Borrower or a substantial part of its property; (v) make any assignment for the benefit of creditors; (vi) admit in writing its inability to

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pay its debts generally as they become due or declare or effect a moratorium on its debts; or (vii) take any action in furtherance of any such action (each of the actions described in the foregoing clauses (i) through (vii), with respect to any individual or entity, are referred to herein as a "Bankruptcy Action").

5.1.12 Tax Filings. Each of Borrower and Equity Owner has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed and has paid (unless they are not yet past due) or made adequate provision for the payment of all federal, state and local taxes, charges and assessments payable thereby. Each of Borrower and Equity Owner believes that its tax returns (if any) properly reflect the income and taxes of Borrower or Equity Owner, as applicable, for the periods covered thereby.

5.1.13 Solvency. Borrower (a) has not entered into the transaction or any Loan Document with the actual intent to hinder, delay, or defraud any creditor and (b) has received reasonably equivalent value in exchange for its Obligations. Giving effect to the Loan, the fair saleable value of Borrower's assets exceeds and will, immediately following the making of the Loan, exceed Borrower's total liabilities, including subordinated, unliquidated, disputed and contingent liabilities. The fair saleable value of Borrower's assets is and will, immediately following the making of the Loan, be greater than Borrower's probable liabilities, including the maximum amount of its contingent liabilities on its debts as such debts become absolute and matured. Borrower's assets do not and, immediately following the making of the Loan will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. Borrower does not intend to, and does not believe that it will, incur Indebtedness and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such Indebtedness and liabilities as they mature (taking into account the timing and amounts of cash to be received by Borrower and the amounts to be payable on or in respect of obligations of Borrower). Neither Borrower nor any other Borrower Party is contemplating either the filing of a petition by it under state or federal bankruptcy or insolvency laws or the liquidation of all or a major portion of its assets or property, and neither Borrower nor any other Borrower Party has knowledge of any Person contemplating the filing of any such petition against it.

5.1.14 No Contractual Obligations, Restrictions or Defaults. Other than the Loan Documents, Borrower is not subject to any contractual obligations pursuant to which its assets are bound, nor has it incurred any Indebtedness. Neither Borrower nor any other Borrower Party is a party to any agreement or instrument or subject to any court order, injunction, permit, or restriction which might adversely affect the Property or the business, operations, or condition (financial or otherwise) of Borrower or any other Borrower Party. Neither Borrower nor any other Borrower Party is in violation of any agreement which violation would have a material adverse effect on the Property, Borrower, or any other Borrower Party or Borrower's or any other Borrower Party's business, properties, or assets, operations or condition, financial or otherwise.

5.1.15 Federal Trade Embargoes. Borrower and each other Borrower Party is in compliance with all Federal Trade Embargoes in all material respects. No Embargoed Person owns any direct or indirect equity interest in any Borrower Party. No Borrower Party shall knowingly deal with any Person identified on the OFAC List.

5.1.16 Additional Representations and Warranties With Respect to the Property.

(a) **Nature of Property**. The Property is not, nor shall it be, used for commercial purposes (other than for rental income). Borrower shall not

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allow changes in the stated use of the Property from that disclosed to Lender at the time of execution hereof without prior notice to, and prior written consent from, Lender.

(b) **Compliance with Law; Property Condition**. Borrower has all requisite licenses, permits, franchises, qualifications, certificates of occupancy or other governmental authorizations to own, lease and operate, repair and renovate (if applicable) the Property and carry on its business. None of Borrower, nor any other Borrower Parties or the Property or the Project are in violation in any material respect of any law, ordinance, regulation, or rule (federal, state, or local), including all permits and approvals issued thereunder affecting Borrower's right and qualification to do business, the construction and installation of the improvements located or to be located upon the Property, the operation, leasing, financing or sale of the Property and the occupancy, use and enjoyment thereof. Without limitation on the foregoing, Borrower and the Property comply with all applicable laws relating to accessibility for the handicapped, including The Architectural Barriers Act of 1968, The Rehabilitation Act of 1973, The Fair Housing Act of 1988, and The Americans With Disabilities Act of 1990. The Property is free of structural defects and other material physical or mechanical defects, and all building systems contained therein are in good working order, subject to ordinary wear and tear.

(c) **Utilities**. All utility services, including, without limitation, gas, water, sewage, electrical and telephone, necessary for the development and occupancy of the Property are available at or within the boundaries of the Property, or Borrower has taken all steps necessary to assure that all such services will be available upon completion of the improvements.

(d) **Insurance**. The Property is covered by a policy of hazard insurance and insurance against other insurable risks and hazards as are customary in the area where the Property is located and in accordance with Lender's underwriting criteria, in an amount not less than the greatest of (i) 100% of the replacement cost of all improvements to the Property, (ii) the outstanding principal balance of the Loan, and (iii) the amount necessary to avoid the operation of any co-insurance provisions with respect to the Property or such maximum lesser amount as permitted by applicable law, all in a form usual and customary in the industry and that is in full force and effect, and all amounts required to have been paid under any such policy have been paid. If any portion of the Property is in an area identified by any federal Governmental Authority as having special flood hazards, and flood insurance is available, a flood insurance policy meeting the current guidelines of the Federal Emergency Management Agency is in effect and shall be maintained for the term of the Loan with a generally acceptable insurance carrier, in an amount representing coverage not less than the least of (1) the outstanding principal balance of the Loan, (2) the full insurable value of the Property, and (3) the maximum amount of insurance available under the National Flood Insurance Act of 1968, as amended by the Flood Disaster Protection Act of 1974. All such insurance policies (collectively, the "**hazard insurance policy**") contain a standard mortgagee clause naming Lender, its successors and assigns, as mortgagee, and may not be reduced, terminated or canceled without 30 days' prior written notice to the mortgagee. All premiums on each such insurance policy have been paid. The hazard insurance policy is the valid and binding obligation of

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the insurer and is in full force and effect. Borrower has not engaged in any act or omission which would impair the coverage of any such policy, the benefits of the endorsement provided for herein, or the validity and binding effect of either including no unlawful fee, commission, kickback or other unlawful compensation or value of any kind has been or will be received, retained or realized by any attorney, firm or other Person, and no such unlawful items have been received, retained or realized by Borrower.

(e) **Ownership and Encumbrances**.

(i) **Ownership**. Borrower is and will at all times be the legal and equitable owner of the Property subject only to Permitted Encumbrances (and subject to releases permitted hereunder).

(ii) **No Leases or Occupancy**. The Property are not subject to any leases, licenses or other occupancy agreements, except as may have been approved by Lender. In addition, there are no tenants or other parties occupying the Property, except as may have been approved by Lender.

(iii) **Authority to Encumber**. Borrower has, and will continue to have, the full right and authority to encumber the Property in favor of Lender.

(iv) **Validity of the Lien Created by Each Security Instrument**. The Lien created by each Security Instrument is (a) legal, valid, binding and enforceable subject to bankruptcy, insolvency, moratorium, reorganization or similar laws and equitable principles of general application, (b) encumbers the entirety of the Property of Borrower, and (c) is first-priority except for Permitted Encumbrances.

(f) **Taxes**. The Property will be comprised of one or more parcels, each of which constitutes a separate legal parcel and a separate tax lot and none of which constitutes a portion of any other tax lot. There are no pending or, to Borrower's knowledge, proposed, special or other assessments for public improvements or otherwise affecting any of the Property, nor are there any contemplated improvements to any of the Property that may result in such special or other assessments.

(g) **Accuracy of Documents**. Any survey, mechanical and structural plans and specifications, soil reports, leases, certificates of occupancy, warranties, operating statements, rent roll and income and expense reports, and all other books and records relating to the Property and all other budgets (including estimated budgets), contracts or documents delivered to Lender in connection with the Loan and the Loan Documents are true, correct and complete copies of such documents, in all material respects.

(h) **Hazardous Materials**. The Property complies, in all material respects, with all Hazardous Materials Laws as to use and conditions on, under or about the Property including soil and groundwater condition. Neither Borrower nor any Borrower Party, nor, to Borrower's knowledge, any other person, has used, generated, manufactured, stored or disposed of on, under or about the

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Property or transported to or from the Property any Hazardous Materials. To Borrower's knowledge, there are no Hazardous Materials in, attributable to or affecting the Property or the area within 2,000 feet of the Property (and the area is not otherwise subject to recorded land use restrictions by reason of its proximity to Hazardous Materials). Without limitation on the foregoing, to Borrower's knowledge: (i) the primary potable or drinking water source and groundwater have never been known to exceed the EPA Recommended Maximum Contaminant Level Goals set forth under the Safe Drinking Water Act and Clean Water Act, as amended; (ii) there is not and has never been landfill containing decomposable material, petroleum wells, mineral bearing mines, sewage treatment facilities, underground storage tanks, sinkholes, radon or other toxic emissions within 2,000 feet of any boundary of the Property (and the Property is not otherwise subject to recorded land use restrictions by reason of its proximity to any of the foregoing), and (iii) no electrical transformers, fluorescent light fixtures with ballasts or other equipment containing polychlorinated biphenyls (PCBs) have been located on the Property at any time.

5.1.17 Additional Representations and Warranties With Respect to the Project.

(a) Borrower has all necessary power and authority to enter into and perform its respective obligations under each of the Project Documents to which Borrower is a party, and all other agreements and instruments to be executed by Borrower in connection with the construction and the development of the Project. The Project Documents to which Borrower is a party have been duly executed and delivered by Borrower. The Project Documents to which Borrower is a party constitute the legal, valid and binding obligations of Borrower, enforceable against Borrower in accordance with their terms, subject only to applicable bankruptcy, insolvency and similar laws generally affecting rights of creditors and the enforcement of debtors' obligations, and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law). The completion of the Project and the execution, delivery and performance by Borrower of its obligations under, and the consummation of the transactions contemplated by, each of the Project Documents to which Borrower is, or will be, a party, and all other agreements and instruments to be executed by Borrower in connection therewith do not and will not (i) violate, in any material respect, any Legal Requirement applicable to Borrower, (ii) result in a breach of any of the terms, conditions or provisions of, or constitute a default under the organizational documents of Borrower, or result in a material breach of the terms, conditions or provisions of any mortgage, indenture, agreement, permit, franchise, license, note or instrument to which Borrower is a party or by which it or any of its properties is bound, or (iii) result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the assets of Borrower (except as contemplated by this Agreement and by the Permitted Encumbrances). All consents, approvals, orders or authorizations of, or registrations, declarations or filings with, or other actions in respect of or by, any Governmental Authorities that are required in connection with the execution, delivery and performance by Borrower of the Project Documents and all other agreements and instruments to be executed by Borrower in connection therewith and the construction and operation of each Project have been obtained or will be obtained when required

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for the then applicable stage of completion of each the Project and are or will be in full force and effect.

(b) Borrower has delivered to Lender true, correct, and complete copies, in all material respects, of all Project Documents. All permits, licenses, and other approvals from any applicable Governmental Authorities, adjacent property owners, or any other Person necessary for Borrower to commence and Complete the Project in accordance with the Lender-approved Plans and Specifications therefor have been obtained and are in full force and effect. All utility services and facilities necessary for the completion of the Project and, upon completion of construction, the operation, use and occupancy of the Project for its intended purposes are or will be available at the boundaries of the Property upon which the Project is being constructed, including water supply, storm and sanitary sewer facilities, gas and electric and telephone facilities and means of access between the Property and public ways.

(c) Except for the Project Documents approved by Lender, Borrower has not made, assumed or been assigned any contract or arrangement of any kind, the performance of which by the other party thereto would give rise to a lien (other than Permitted Encumbrances) against all or any portion of the Property.

(d) The current land use, zoning law, regulations and declarations covering the Property upon which the Project is being constructed permit, on an as-of-right basis, the completion of the Project substantially in accordance with the Plans and Specifications, the current zoning law and declarations covering the Property permit the Project being constructed thereon to be operated and used as contemplated by this Agreement, and no additional variance, conditional use permit, special use permit or other similar approval is required for such construction, use or occupancy of the Project that has not been or will not, if and when required, be obtained. The Property and the use thereof are currently and, upon completion of the Project being constructed thereon substantially in accordance with the Plans and Specifications, will be in all material respects in compliance with all Project Permits then required therefor and all other applicable Legal Requirements, and such compliance is not dependent on any land, improvements or facilities that are not a part of the Property. There are no pending, or to Borrower's knowledge, threatened actions, suits or proceedings to revoke, attach, invalidate, rescind or modify the zoning applicable to the Property or any part thereof or any of the Project Permits applicable thereto, as currently existing.

(e) As of the Closing Date and as of each date on which this representation is deemed remade, the Loan Budget (as the same may be amended from time to time with the approval of Lender in accordance with this Agreement) accurately reflects Borrower's best good faith estimate of all anticipated Hard Costs, Soft Costs, and any other costs and expenses reasonably anticipated to be incurred in connection with the Completion of the Project.

(f) No Balancing Event exists as of the date hereof.

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(g) The Project is expected to be Completed on or prior to the Completion Date.

5.1.18 General Facts. No statement of fact made by or on behalf of Borrower or any other Borrower Party in this Agreement or in any of the other Loan Documents contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no fact presently known to Borrower which has not been disclosed to Lender which materially and adversely affects, nor as far as Borrower can foresee, might materially and adversely affect, the Property, the Project or the business, operations or condition (financial or otherwise) of Borrower or any other Borrower Party.

5.2 Survival of Representations. The representations and warranties set forth in Section 5.1 and elsewhere in this Agreement and the other Loan Documents shall survive for so long as any amount remains payable to Lender under this Agreement or any of the other Loan Documents and shall be deemed to be remade as of the date of each Advance hereunder (except as may be disclosed to and expressly approved by Lender); provided, however, that Borrower may update the representations and warranties to reflect changes in circumstances which are not the result of a Default or Event of Default of Borrower hereunder.

6. BORROWER COVENANTS.

6.1 Borrower Affirmative Covenants. Borrower hereby covenants and agrees with Lender that:

6.1.1 Existence; Compliance with Legal Requirements. Borrower shall do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence, rights, licenses, permits and franchises and comply with all Legal Requirements applicable to it, the Property and the Project.

6.1.2 Taxes and Other Charges; Effect of Change in Law. Borrower shall pay all Taxes and other charges now or hereafter levied or assessed or imposed against the Property, the Project or any part thereof before the same become delinquent or past due. When and if so requested by Lender, Borrower shall deliver promptly to Lender receipts evidencing such payments. Borrower shall not suffer, permit, initiate, or otherwise cause for any tax purpose, the joint assessment of any real property comprising the Property and any personal property located thereon, or any other procedure whereby the lien of real property taxes and assessments and the lien of personal property taxes shall be assessed, levied or charged against such real property as a single lien. While the Property remains subject to a Security Instrument, the Property shall be segregated on the applicable tax rolls from all other property, both real and personal; and, upon request, Borrower shall procure on behalf of Lender a tax service contract, the issuer, form and content of which shall be subject to Lender's prior approval. Borrower shall not permit or suffer and shall promptly discharge any lien or charge against the Property other than Permitted Encumbrances. If at any time any law is enacted which deducts from the value of any real property comprising the Property, for taxation purposes, any lien thereon, or changes in any way the laws now in force for the taxation of security instruments on real property or debts secured thereby, or the manner of collection of any such taxes so as to affect any interest of Lender under this Agreement or the Security Instrument for the Property, then Borrower shall pay such tax if it may lawfully do so. If Borrower is not permitted by applicable law to pay such tax, or if such payment would violate any applicable law, then, at the option of Lender, all of the outstanding principal balance of all Advances made under the Loan, together with interest thereon and any

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other amounts payable with respect thereto pursuant to the Note, shall immediately become due and payable without demand or notice.

6.1.3 Litigation. Borrower shall give prompt notice to Lender of any litigation or governmental proceedings pending or threatened against Borrower, any other Borrower Party, the Property or the Project. If Lender is made a party to any litigation concerning the Security Instrument, or the Property or the Project or any part thereof or interest therein, or the occupancy thereof by any person or entity, then Borrower shall indemnify, defend and hold Lender harmless from all claims and liability by reason of such litigation, including attorneys' fees and expenses incurred by Lender, whether or not any such litigation is prosecuted to judgment.

6.1.4 Access to Property. Borrower shall permit or cause to be permitted, agents, representatives and employees of Lender to inspect the Property, the Project or any part thereof at reasonable hours upon reasonable advance notice.

6.1.5 Further Assurances; Supplemental Affidavits. Borrower shall, and shall cause Equity Owner and Guarantor to, at Borrower's sole cost and expense:

(a) execute and deliver to Lender such documents, instruments, certificates, assignments and other writings, and do such other acts necessary or desirable, to evidence, preserve or protect the security interest of Lender in the collateral at any time securing or intended to secure the obligations of Borrower, Equity Owner and Guarantor under the Loan Documents, as Lender may reasonably require; and

(b) do and execute all and such further lawful and reasonable acts, conveyances and assurances for the better and more effective carrying out of the intents and purposes of this Agreement and the other Loan Documents, as Lender shall reasonably require from time to time.

6.1.6 Title to the Collateral. Borrower will warrant and defend the validity and priority of Lender's security interest in the Collateral.

6.2 Additional Recourse Debt. Borrower shall deliver prompt written notice to Lender, in reasonable detail, of the occurrence and amount of any Indebtedness that is guaranteed by Guarantor pursuant to a recourse guaranty; provided that such written notice shall be delivered to Lender in no event later than three (3) Business Days following (a) Guarantor entering into the relevant recourse guaranty or (b) the occurrence of any claim under a carveout guaranty resulting in the relevant guaranty or indemnity agreement by Guarantor no longer being considered a carveout guaranty for purposes of this Agreement.

6.2.1 Disposition of Insurance and Condemnation Proceeds and Damages.

(a) **Lender's Rights in Proceeds and Damages**. Borrower hereby assigns to Lender (a) any award for damages suffered or compensation paid by reason of a taking for public use, or an action in eminent domain, or the exercise of the police power, whether by a condemnation proceeding or otherwise (such as by inverse condemnation), or any transfer of all or any part of the Property in avoidance thereof, affecting the Property, (b) all proceeds of any insurance policies paid by reason of loss sustained to the Property, and (c) all claims,

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damages, causes of action, against or from any party or parties, with respect to the Property or the Project, or any funds received or receivable in connection with any damage to the Property or the Project, incurred as a result of any cause whatsoever. All proceeds of any such claims shall be paid by the person or entity making payment directly to Lender, and Borrower shall do all things necessary to obtain prompt settlement for each loss or claim covered by a policy of insurance. After first deducting all costs and expenses of Lender incurred in connection with the settlement or recovery of any proceeds hereunder, Lender may, at its option and without regard to the adequacy of the security hereunder, except as otherwise provided in clause (b) below, apply any such sum it retains hereunder to any indebtedness or obligation secured by the Security Instrument, whether due or not, and in such order or priority as Lender may determine in its sole and absolute discretion; however, after deducting its costs and expenses Lender may approve, regardless of any impairment of security or lack thereof, except as otherwise provided in clause (b) below, release to Borrower of all or any part of the entire amount so collected for reimbursement for costs and expenses incurred by Borrower for the repair and restoration of the Property upon any conditions Lender chooses. Application of all or any portion of such funds, or the release thereof, shall not cure or waive any Event of Default or notice of an Event of Default or invalidate any acts done pursuant to such notice. Borrower shall execute such further assignments, documents or instruments as Lender may from time to time require in order to evidence the assignment hereunder. If, on any loss of or damage to the Property or the Project or on a partial taking or condemnation of the Property, Lender is not entitled under law to retain the entirety of any proceeds or award pursuant to this Section, then Lender shall be entitled to apply the proceeds or award to the repayment of the Note and any other indebtedness secured by any Loan Document to reduce the Note balance and such other indebtedness by the ratio which the value of the Property remaining encumbered by the Security Instrument bears to the value of the Property immediately prior to such loss, damage or partial condemnation or taking, as determined by Lender's appraiser retained for such purpose. In the event any insurance proceeds or condemnation awards are applied by Lender against the Note under this Section, no prepayment premium shall apply.

(b) **Use of Insurance Proceeds to Repair Property**. In the event of damage to or destruction of the Property from any cause actually covered under insurance maintained by Borrower hereunder or any available condemnation proceeds, then Lender shall make available to Borrower the net insurance proceeds or condemnation proceeds available as a result of such damage or destruction (after deducting costs and expenses incurred by Lender in connection with the settlement or recovery of any proceeds as provided in clause (a) above) for use by Borrower, in the reconstruction and repair of the damaged or taken improvements to the condition approved by Lender, on the terms and conditions hereinafter set forth. In the event any of the conditions to Borrower's right to utilize the net proceeds hereunder are not satisfied or fulfilled at any time, then such net proceeds shall be applied as provided in clause (a) above. Such net proceeds shall be made available hereunder only if: (a) no Default or an Event of Default occurs; (b) Lender is satisfied that, by expenditure of the net proceeds hereunder, the Property damaged or destroyed or taken shall be fully restored within a reasonable period of time to the equivalent of its original condition and value and all payments required under the Note will continue to be

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paid; (c) Lender is satisfied that such work of repair and restoration can be completed in the ordinary course of business within one (1) month from the commencement of work and at least one (1) month prior to the date on which all Advances (including any Advance for the Project being constructed thereon) are required to be repaid pursuant to the Note; (d) Lender has reviewed and approved Borrower's plans and specifications for the work of repair and restoration, Borrower's architect and any general contractors, subcontractors and material suppliers employed to perform such work; (e) all general contractors, all major subcontractors and material suppliers have supplied 100% performance and completion bonds and bonds protecting such Property from the imposition of mechanic's or other liens; (f) if the net insurance proceeds or condemnation proceeds available are insufficient for payment of the full cost of restoration or repair and the payments under the Note during the completion period, as determined by Lender, Borrower has deposited with Lender sufficient additional funds to insure payment of all such costs, or made arrangements acceptable to Lender for such sufficient additional funds, such additional funds to be disbursed for costs incurred in the manner herein specified prior to the disbursement of any other funds held by Lender; and (g) Borrower shall have satisfied such other conditions as Lender may in determine to be appropriate in its sole discretion. Disbursement of funds by Lender hereunder shall be subject to all of Lender's then customary construction loan disbursement procedures, including those set forth herein. No funds held by Lender hereunder shall bear interest; and Lender shall have no duties or obligations with respect thereto, or with respect to the provisions of this clause (b), other than that of a construction lender, and the reasonable costs and expenses of Lender incurred in connection therewith (including the fees of a construction consultant and disbursing agent) shall be paid by Borrower (and Lender shall be entitled to pay such costs and expenses out of the insurance proceeds held by Lender). Specifically, but without limiting the generality of the foregoing, no relationship of trust, or any other duty in the nature of fiduciary duties or otherwise, shall be imposed or implied by the status or actions of Lender hereunder; and under no circumstances shall Lender become obligated to take any action to repair or reconstruct any damaged or destroyed Property. Any net proceeds not disbursed under this clause (b) shall be disbursed in accordance with clause (a) above.

6.2.2 Maintenance and Preservation of the Property.

(a) **Borrower's Obligation for Maintenance of Property and Security**. Borrower shall: (a) keep the Property in good condition and repair and replace any items comprising the Property as they become obsolete or worn out with items of at least the same utility, quality and value, free of any liens or security interests of any kind or character other than the lien of the Loan Documents; (b) not remove or demolish any portion of the Property (except in connection with the Project to the extent approved by Lender); (c) restore promptly and in good and workmanlike manner any part of the Property which may be damaged or destroyed; (d) comply with and not suffer violations of laws, ordinances, regulations, covenants, conditions, restrictions, equitable servitudes and easements, whether public or private, of every kind and character, and requirements of insurance companies and any bureau or agency which establishes standards of insurability; (e) not commit or permit waste of the Property; (f) do all other acts which from the character or use of the Property may be reasonably

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necessary to maintain and preserve their value or to protect the security of the Security Instrument; (g) perform and comply with all obligations required to be performed or complied with in leases, licenses, concessions, management agreements, Project Documents or like agreements affecting the Property, if any, or the management, operation, repair, renovation, occupation or use thereof; (h) pay any and all charges, assessments or fees imposed in connection with the delivery, installation or maintenance of any utility services or installations on, to or for the Property; (i) not change the character, the nature of the occupancy or use of the Property, or any portion thereof, except in connection with the Project, and then only to the extent consistent with the Project Documents therefor, if approved by Lender, in its sole discretion; (j) not drill for or extract, or enter into a lease or any other type of agreement for the drilling for or extraction of, oil, gas or other hydrocarbon substances, or any mineral of any kind, on, in or under the Property; (k) make no assignment of rents of the Property except to Lender pursuant to the Security Instrument; and (l) execute and, where appropriate, acknowledge and deliver, such further documents or instruments as Lender deems necessary or appropriate to preserve, continue and perfect the security provided for in the Security Instrument.

(b) **Lender's Approval Rights for Work**. Borrower shall not undertake or suffer to be made any alteration, addition, relocation, removal or demolition of, or structural or other material change in, any building, improvement, fixture, machinery, or equipment comprising the Property, other than in connection with the Project, without the prior written approval of Lender, unless (a) the aggregate cost of such work for the Property does not exceed $20,000, (b) such work does not affect the roof or the structure of the building and improvements comprising the Property, or adversely affect or diminish the value of the Property or arise as a result of any damage or destruction, (c) such work is designed by licensed professionals and is constructed by licensed contractors, all qualified for such purpose, and in accordance with all applicable Legal Requirements, ordinances, regulations, permits and approvals, and (d) Borrower submits to Lender its proposed plans and budget for such work, together with all other supporting materials related to such work as Lender may reasonably require. The foregoing shall not limit Borrower's obligations under clause (a) above and, accordingly, Borrower shall immediately seek any consent required under this clause (b) in connection with its obligations under clause (a) above.

6.2.3 Financial Covenants. Borrower shall, and Borrower shall cause Guarantor to, at all times, comply with the Financial Covenants.

6.2.4 Hazardous Materials. Borrower shall indemnify, defend and hold Lender, its employees, agents, officers and directors, harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage or expense (including attorneys', experts' and consultant fees and costs), directly or indirectly resulting from, arising out of, or based upon (a) the presence, release, use, manufacture, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such materials to or from, the Property, or (b) the violation, or alleged violation, of any Hazardous Materials Law affecting the Property, or the transportation of Hazardous Materials to or from the Property. This indemnity shall (i) include any damage, liability, fine, penalty, punitive damage, cost or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease or death), tangible or intangible

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property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resources or the environment, nuisance, pollution, contamination, leak, spill, release or other adverse effect on the environment, and the cost of any required or necessary repair, cleanup, treatment or detoxification of the Property, and the preparation and implementation of any closure, disposal, remedial or other required actions in connection with the Property, and (ii) survive foreclosure (whether judicial or non-judicial) of the Security Instrument for the Property and the full or partial payment or discharge of all indebtedness secured by the Security Instrument. WITHOUT LIMITATION, THE FOREGOING INDEMNITIES SHALL NOT APPLY TO EACH INDEMNIFIED PERSON WITH RESPECT TO MATTERS WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PERSON.

6.2.5 Notices. Borrower shall give notice, or cause notice to be given, to Lender promptly upon the occurrence of: (a) any Default or Event of Default; (b) any default or event of default under any contractual obligation of Borrower or any Affiliate that could reasonably be expected to have a Material Adverse Effect; or (c) any litigation or proceeding affecting Borrower or the Property or affecting any of the other Borrower Parties if such litigation or proceeding could have a Material Adverse Effect.

6.2.6 Prohibited Persons. No Borrower Party or any of their direct or indirect equity holders shall (i) knowingly conduct any business, or engage in any transaction or dealing, with any Embargoed Person, including the making or receiving of any contribution of funds, goods, or services, to or for the benefit of an Embargoed Person, or (ii) knowingly engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any Federal Trade Embargo.

6.2.7 Federal Reserve Regulations. No part of the proceeds of the Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulations T, U, W or X of the Board of Governors of the Federal Reserve System, or to extend credit to any Person for such purpose, or for any other purpose which would be inconsistent with such Regulations or any other Regulations of such Board of Governors, or for any purposes prohibited by Legal Requirements or by the terms and conditions of this Agreement or the other Loan Documents. Borrower agrees that, without the prior written consent of Lender, (i) the funds received from Lender hereunder shall not be used for the benefit of, or transferred to, any Affiliate of Lender and (ii) without limiting the generality of the foregoing, the funds received from Lender hereunder shall not be used to make an equity investment in any Person in which Affiliates of Lender have equity or debt positions if the proceeds of such investment would be used to refinance such Person's outstanding indebtedness. For purposes of this Section 6.2.7, "Affiliate" shall have the meaning given to such term in Regulation W of the Board of Governors of the Federal Reserve System.

6.2.8 Deposit Account Control Agreement. If required by Lender in its sole and absolute discretion at any time during the term of the Loan, Borrower shall deposit all revenues or other income into an account that will be subject to the Deposit Account Control Agreement once such agreement is entered into and otherwise utilize such account as its operating account, it being acknowledged that the Collateral includes Borrower's accounts and all amounts on deposit therein and proceeds therefrom. Borrower covenants and agrees to take any actions requested by Lender in order to establish such account and enter into such Deposit Account Control Agreement.

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6.2.9 Risk Retention. Each Borrower Party will comply with the requirements of the European Union Directive 2006/48/EC, such that as long as any Advances are outstanding (i) it will hold an equity interest that will represent not less than 5% of the purchase price of the Property owned by Borrower and (ii) such holding of equity interest will not be subject to any credit risk mitigation, any short position or any hedging.

6.2.10 The Project. At Lender's option, Borrower shall cause each Design Professional, General Contractor, and Trade Contractor for each Project to execute and deliver to Lender the applicable Design Professional Consent, General Contractor Consent, and Trade Contractor Consent, respectively, prior to the execution by Borrower of the applicable Project Document (or on the Closing Date, if applicable) for the Project.

6.2.11 Commencement and Completion. Borrower shall commence construction of the Project without delay after recordation of the Security Instrument and shall complete construction of the Project, free and clean of any mechanics' and materialmen's liens and stop notices, as applicable, in accordance with the Lender-approved Plans and Specifications and other provisions of the Loan Documents, with all construction costs having been paid, on or before the Completion Date.

6.3 Borrower Negative Covenants. Borrower covenants and agrees with Lender that:

6.3.1 Transfers. Without the prior written consent of Lender, neither Borrower nor any other Person having a direct or indirect ownership or beneficial interest in Borrower shall Transfer any interest, direct or indirect, in the Property or in Borrower. Additionally, (a) if there currently exist no certificates, instruments or writings representing the Collateral, Borrower shall not, without the prior written consent of Lender, create certificates, instruments or writings representing the Collateral, and (b) if certificates, instruments or writings representing the Collateral currently exist, Borrower shall not, without the prior written consent of Lender, create new certificates, instruments or writings representing the Collateral. Borrower shall deliver to Lender any and all newly created certificates, instruments or writings representing the collateral. For avoidance of doubt, no Transfer of the Property or of any direct interest in Borrower or Equity Owner shall occur without the prior written consent of Lender, or release Borrower, Equity Owner or Guarantor from any liability under the Note and other Loan Documents. Upon any Transfer of any direct or indirect interest in the Property, Borrower or Equity Owner in violation of this Section (each of which shall constitute an impairment of Lender's security interests under the applicable Security Instrument), Lender shall have the absolute right, without demand or notice, to declare all Obligations secured by the Security Instrument to be immediately due and payable (including the prepayment premium, if any, set forth in the Note), except to the extent that and in such particular circumstances where exercise of such right by Lender is prohibited by law.

6.3.2 Liens. Borrower shall not create, incur, assume, permit or suffer to exist any Lien on any portion of the Collateral or the Property except for Permitted Encumbrances and Liens in favor of Lender as provided herein. Borrower shall pay at or prior to maturity, all obligations secured by or reducible to liens and encumbrances which now or hereafter shall encumber the Property, whether senior or subordinate to the Security Instrument, including all claims for work or labor performed, or materials or supplies furnished in connection with any work of improvement upon the Property, including, but not limited to, in connection with the Project; provided, however, that any such lien or encumbrance shall be paid and fully discharged by Borrower within five (5) days after demand by Lender. Borrower may contest any such claim of lien without cost or expense to Lender, but only upon posting, and concurrently supplying to

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Lender, a certified copy of a statutory bond or other security sufficient under applicable law to fully protect any and all of the Property encumbered by such claim of lien and otherwise satisfactory to Lender to protect Lender against any judgment in favor of the lien claimant.

6.3.3 Leases. Borrower shall not enter into any lease of or occupancy agreement for the Property, or any portion thereof, or modify or amend or supplement any such lease or occupancy agreement without the prior written consent of Lender.

6.3.4 Property Management. Borrower shall not appoint, terminate or replace a manager for the Property, or enter, terminate or amend any management agreement for the Property, in each case without Lender's prior written consent. Any property manager shall hold and maintain all necessary licenses, certifications and permits required by law. Borrower shall fully perform all of its covenants, agreements and obligations under any management agreement of the Property. Any management agreement will be subordinated to Lender's rights under the Security Instrument and other Loan Documents.

6.3.5 Dissolution, Etc. Borrower shall not (i) engage in any dissolution, division, liquidation or consolidation or merger with or into any other business entity, or (ii) transfer, lease or sell, in one transaction or any combination of transactions, all or substantially all of the property or assets of Borrower (except as expressly permitted hereunder).

6.3.6 Change in Business; Change in Name. Borrower shall not enter into any line of business other than the ownership, operation, repair, restoration and sale of the Property. Borrower shall not change its name without first obtaining the prior written consent of Lender. In the event Lender grants such consent, Borrower shall, at Borrower's sole cost and expense, take all action required by Lender for the purpose of perfecting or protecting the lien and security interest of Lender. Borrower shall promptly notify Lender in writing of any change in the organizational identification number of Borrower. If Borrower does not now have an organizational identification number and later obtains one, Borrower shall promptly notify Lender in writing of such organizational identification number.

6.3.7 Debt Cancellation. Borrower shall not cancel or otherwise forgive or release any claim or debt owed to Borrower by any Person, except for adequate consideration and in the ordinary course of Borrower's business.

6.3.8 Affiliate Transactions. Without Lender's prior written consent, Borrower will not enter into any transaction (including, without limitation, the purchase or sale of any property or service) with, or make any payment or transfer to, any Affiliate.

6.3.9 Zoning. Borrower shall not use or permit the use of any portion of the Property in any manner that could result in such use becoming a non-conforming use under any zoning ordinance or any other applicable land use law, rule or regulation, without the prior written consent of Lender.

6.3.10 Limitations on Distributions. So long as there is a Default or an Event of Default, Borrower shall not make any distributions to its members.

6.3.11 Other Limitations. Prior to the payment in full of the Debt, Borrower shall not, without the prior written consent of Lender, give its consent or approval to any of the following actions or items: (a) any material change in the method or conduct of the business of Borrower; or (b) the settlement of any claim against Borrower, other than a fully insured third party

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claim, in an amount greater than Ten Thousand Dollars ($10,000), such consent not to be unreasonably withheld (unless an Event of Default has occurred).

6.3.12 Compliance. Borrower, the Project and the Property and the use thereof shall comply in all respects with all applicable Legal Requirements, including, without limitation, building and zoning ordinances and codes. No Borrower Party shall be in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority. No Borrower Party shall commit any act that may give any Governmental Authority the right to cause a Borrower Party to forfeit the Collateral or any part thereof or any monies paid in performance of Borrower's Obligations. Without the prior written consent of Lender, Borrower shall not seek, make or consent to any change in the lot or parcel boundaries, zoning, conditions of use, or any other applicable land use laws, ordinances, regulations, permits, approvals or licenses pertaining to the Property, except in connection with the Project, or which would constitute a violation of the warranties and representations contained in this Agreement, or would change the nature of the use or occupancy of the Property. Borrower shall within ten (10) days after receipt thereof by Borrower, or its agent or representative, deliver to Lender copies of any and all approvals, permits and licenses procured by Borrower with respect to the Property, construction and installation of improvements thereon, including in connection with the Project, or the occupancy, use and enjoyment thereof, pursuant to applicable laws, ordinances, or regulations.

6.3.13 Hazardous Materials. Borrower covenants and agrees that Borrower shall not cause or permit the presence, use, generation, manufacture, release, discharge, storage or disposal of any Hazardous Materials on, under, in or about the Property, or the transportation of any Hazardous Materials to or from the Property. Borrower shall immediately notify Lender in writing of: (a) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened with respect to the Property in connection with any Hazardous Materials; (b) any claim made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery, compensation, loss or injury to persons or property resulting from any Hazardous Materials; and (c) Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause all or any portion of the Property to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under Hazardous Materials Law. Without Lender's prior written consent, Borrower shall not take any remedial action in response to the presence of any Hazardous Materials on, in, under or about the Property, nor enter into any settlement agreement, consent decree or other compromise with respect to any Hazardous Materials (except that in the case of an emergency, Borrower shall take such action as may be reasonably required under the circumstances and shall immediately notify Lender in writing of any such action taken). So long as the Property remains subject to the Security Instrument, Lender shall have the right, on seventy-two (72) hours prior written notice to Borrower, at Borrower's expense, to enter the Property and to conduct such tests and investigations as Lender requires, in the event that Lender has a good faith belief that such tests or investigations are required or advisable, or at any time following an Event of Default, to determine whether any Hazardous Materials are present in, under, on or about the Property. Such tests and investigation shall include underground borings, groundwater analyses and borings from the floors, ceilings and walls of any improvements located on the Property.

6.4 **Post-Closing Condition.** Within ninety (90) days of the funding of the Loan (the "Deadline Date") , Borrower shall provide Lender with that certain recorded instrument, Release of Reverter to Amended and Restated Agreement for Development of King's Landing, executed by the City of Fort Pierce in form and content satisfactory to Lender. Failure to provide Lender with the aforesaid document to Lender's satisfaction on or before the Deadline Date shall,

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at Lender's option (i) cause a draw hold to be placed on the Loan and (ii) constitute an "Event of Default" under this Agreement.

7. FINANCIAL REPORTING. During the term of this Agreement, unless Lender shall otherwise consent:

7.1 Financial Reporting; Books and Records. Borrower shall maintain complete books of account and other records for the Property and Improvements and for disbursement and use of the proceeds of the Loan and Borrower's Funds, and the same shall be available for inspection and copying by Lender upon reasonable prior notice.

7.2 Interim Statements. Upon Lender's written request, for each calendar year, within (i) forty-five (45) days after the end of each of the first three calendar quarters and (ii) one hundred twenty (120) days after the end of the fourth calendar quarter, Borrower shall deliver to Lender financial statements of Borrower and Guarantor and its subsidiaries on a consolidated basis, including statements of income and changes in shareholders' equity (or its equivalent) for the period from the beginning of such fiscal year to the end of such quarter, and the related balance sheet as of the end of such quarter, all in reasonable detail and certified by a responsible and authorized officer of Borrower and Guarantor, as applicable, subject, however, to year-end audit adjustments.

7.3 Annual Statements. Within one hundred twenty (120) days following the end of Guarantor's fiscal year, Guarantor shall deliver to Lender audited financial statements of Guarantor and its subsidiaries (including Borrower and Equity Owner) on a consolidated basis, including statements of income and changes in shareholders' equity (or its equivalent) for such fiscal year and the related balance sheet as at the end of such fiscal year, all in reasonable detail and accompanied by an unqualified opinion of a certified public accounting firm reasonably satisfactory to Lender; provided that such financial statements shall be deemed delivered upon the publicly available filing of such financial statements.

7.4 Certificates. Borrower shall deliver, promptly after the furnishing thereof, copies of any compliance certificates or other similar compliance-related reports or letters furnished to any other party pursuant to the terms of any indenture, loan, credit or similar agreement and not otherwise required to be furnished to Lender pursuant to any other provision of this Section 7. The financial statements required to be delivered pursuant to this Section shall be certified by an officer of Guarantor, which certification shall also address whether Guarantor is in compliance with the Financial Covenants.

7.5 Other Information. Borrower shall deliver, promptly after the furnishing thereof, copies of any financial statements or periodic reports furnished to any other party pursuant to the terms of any indenture, loan, credit or similar agreement and not otherwise required to be furnished to the Lender pursuant to any other provision of this Section 7, together with any other information (whether financial or otherwise) Lender may request during the term of the Loan.

8. DEFAULT.

8.1 The occurrence of any one or more of the following shall constitute an event of default ("Event of Default") under this Agreement and the other Loan Documents:

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8.1.1 Borrower's failure to pay when due any sums payable under the Note or any of the other Loan Documents or Borrower's failure to deposit any funds with Lender as and when required under this Agreement;

8.1.2 if any representation or warranty made by Borrower herein or by any other Borrower Party in any other Loan Document shall have been false or misleading as of the date the representation or warranty was made or deemed remade;

8.1.3 if Borrower or any Guarantor incurs any Indebtedness in breach of this Agreement;

8.1.4 if there shall occur any Transfer (whether a Transfer of the Property or the direct or indirect ownership interest therein) in breach of this Agreement;

8.1.5 (A) if there is any material deviation in the construction of the Project from the Plans and Specifications or governmental requirements or the appearance or use of defective workmanship or materials in constructing the Project, and Borrower fails to remedy the same to Lender's satisfaction within thirty (30) days of Lender's written demand to do so; or (B) subject to Force Majeure Events, there is a cessation of construction of the Project prior to completion for a continuous period of more than thirty (30) days; or (C) the use, sale or leasing of any of the improvements on the Property in accordance with the Loan Documents is prohibited, enjoined or delayed for a continuous period of more than thirty (30) days; or (D) subject to Force Majeure Events, utilities or other public services necessary for the full occupancy and utilization of the Property and improvements are curtailed for a continuous period of more than thirty (30) days;

8.1.6 if there is (A) a condemnation, seizure or appropriation of, or occurrence of an uninsured casualty with respect to any material portion of the Property; (B) a sequestration or attachment of, or any levy or execution upon any of the Property, any other collateral provided by Borrower or any other party under any of the Loan Documents, any monies in any accounts or any substantial portion of the other assets of Borrower, which sequestration, attachment, levy or execution is not released, expunged or dismissed within twenty (20) days; or (C) a recording of any claim of lien against the Property or the service upon Lender of a withhold payment notice or bonded stop notice and the continuance of such claim of lien for twenty (20) days after such recording or service or five (5) days after Lender's demand, whichever occurs first, without discharge, satisfaction or provision for payment being made by Borrower in a manner satisfactory to Lender;

8.1.7 if any Borrower Party shall make an assignment for the benefit of creditors;

8.1.8 if a receiver, liquidator or trustee shall be appointed for any Borrower Party or if any Borrower Party shall be adjudicated bankrupt or insolvent, or if any petition for bankruptcy, reorganization or arrangement pursuant to federal bankruptcy law, or any similar federal or state law, shall be filed by or against, consented to, or acquiesced in by, any Borrower Party, or any other Bankruptcy Action (as hereinafter defined) occurs with respect to any Borrower Party or if any proceeding for the dissolution, division (e.g., pursuant to Section 18-217 of the Delaware Limited Liability Company Act, as amended from time to time) or liquidation of any Borrower Party shall be instituted;

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8.1.9 if any Borrower Party attempts to assign its rights under this Agreement or any of the other Loan Documents or any interest herein or therein in contravention of the Loan Documents;

8.1.10 if (A) this Agreement, the Note or any other Loan Document shall, in whole or in part, terminate, cease to be effective or cease to be a legally valid, binding and enforceable obligation of any Borrower Party; (B) any Borrower Party shall take any action in connection therewith or in furtherance thereof; (C) any party to any Loan Document (other than Lender) shall assert in writing that such document has ceased to be in full force and effect; or (D) the Liens created pursuant to any Loan Document shall cease to be a fully perfected enforceable first priority security interest or any portion of the Collateral is Transferred without Lender's prior written consent;

8.1.11 the occurrence of (A) any amendment to or termination or cancellation of any of the Project Documents without Lender's prior written approval, (B) any of the Project Documents not being in full force or effect for any reason, or (C) any default by Borrower under any of the Project Documents beyond any applicable notice or cure period available thereunder;

8.1.12 if there is a failure at any time of the Security Instrument to be a valid Lien upon the Property or any portion thereof (other than as a result of any release or reconveyance of the Security Instrument with respect to all or any portion of the Property pursuant to the terms and conditions of this Agreement), prior and superior to all other liens and encumbrances thereon except those approved by Lender in writing;

8.1.13 if a Balancing Event is not cured within five (5) Business Days after written notice thereof from Lender;

8.1.14 if Borrower or any other Borrower Party shall be in Default under any of the other terms, covenants or conditions of this Agreement or any other Loan Document not specified above; provided, however, that if such Default is curable and Borrower has not been given a notice of a similar Default within the preceding six (6) months, then it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such Default, either (x) cures the Default within thirty (30) days or (y) if the cure requires more than thirty (30) days, immediately initiates steps satisfactory to Lender to cure the Default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical; and provided further that under no circumstances shall Borrower have more than sixty (60) days to cure any such Default;

8.1.15 any breach by Borrower under the terms of any other agreement between Borrower (or any Congruent Entity) and Lender (or any Affiliate of Lender), that is not remedied within any grace period provided therein, including any agreement concerning any indebtedness or other obligation of Borrower (or any Congruent Entity) to Lender (or any Affiliate thereof), whether currently existing or entered into after the date of this Agreement;

8.1.16 if Borrower or any Guarantor defaults in any obligation to Lender, whether direct or indirect, absolute or contingent; or

8.1.17 any occurrence of any default under any other loans which Borrower (or any Congruent Entity) may have from Lender (or any Affiliate of Lender) during the term of the Loan, whether existing as of the date hereof or subsequently made (collectively, the

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"Other Loans"). Additionally, an Event of Default under the Loan Documents shall constitute an event of default under the Other Loans.

9. REMEDIES.

9.1 Description.

9.1.1 Upon the occurrence and during the continuation of an Event of Default (other than an Event of Default described in clauses 8.1.7 or 8.1.8 in the definition of Event of Default above) Lender may, in addition to any other rights or remedies available to it pursuant to this Agreement and the other Loan Documents or at law or in equity, take such action, without notice or demand, that Lender deems advisable to protect and enforce its rights against Borrower and in and to the Collateral, including each and all of the following rights and remedies, to the fullest extent permitted by law, and Lender may enforce or avail itself of any or all rights and remedies of a secured party under the Uniform Commercial Code against Borrower, Equity Owner (if applicable) and the Collateral; and upon any Event of Default described in clauses 8.1.7 or 8.1.8 in the definition of Event of Default above, the Debt and all other Obligations shall immediately and automatically become due and payable, without notice or demand, and Borrower hereby expressly waives any such notice or demand, anything contained herein or in any other Loan Document to the contrary notwithstanding.

(a) **Immediate Payment of Obligations**. With or without notice, to declare all Obligations secured by any Loan Document immediately due and payable.

(b) **Cure Default; Protective Advances**. With or without notice, and without releasing Borrower from any Obligation hereunder, to cure any default of Borrower and, in connection therewith, (i) to enter upon the Property in person, or by an agent or employee, or by a receiver appointed by a court of competent jurisdiction, and (ii) to do such acts and things as Lender may deem necessary or desirable to protect the security of the Security Instruments, including advancing funds to maintain, secure or otherwise protect the Collateral, Lender's interest therein or the priority of the Liens granted by the Loan Documents (each a "**Protective Advance**") (all of which shall constitute part of the Debt and be secured by the Security Instruments and other Loan Documents).

(c) **Manage and Operate Property**. To enter upon, possess, manage and operate the Property, or any part thereof, either in person, or by an agent or employee, or by a receiver appointed by a court of competent jurisdiction; to make, terminate, enforce or modify leases of or occupancy agreements for the Property upon such terms and conditions as are satisfactory to Lender and to act in any manner which Lender may deem necessary or desirable in connection therewith; and to make repairs, alterations and improvements to the Property (including, but not limited to, in connection with the Project) that Lender determines to be necessary to protect or enhance the security of the Security Instrument. All sums realized by Lender under this clause (c), less all costs and expenses incurred by it hereunder, including attorneys' fees and costs actually incurred, shall be applied to the indebtedness secured by the Security Instrument in such order of priority as Lender shall determine in its sole and absolute discretion. Neither application of such sums to such indebtedness, nor any other action taken by

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Lender under this clause (c), shall cure or waive any Event of Default or notice of Event of Default or nullify the effect of any such notice.

(d) **Resort to Collateral**. To resort to and realize upon the Collateral and any other security now or hereafter held by Lender in such order and manner as Lender may determine in its sole and absolute discretion. Resort to any or all such Collateral may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both.

All or any one or more of the rights, powers, privileges and other remedies available to Lender against Borrower or any other Borrower Party under this Agreement or any of the other Loan Documents or at law or in equity, may be exercised by Lender at any time and from time to time, whether or not all or any of the Debt shall be declared due and payable, and whether or not Lender shall have commenced any foreclosure proceeding or other action for the enforcement of its rights and remedies under any of the Loan Documents with respect to the Collateral. Any such actions taken by Lender shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as Lender may determine, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of Lender permitted by law, equity or contract or as set forth herein or in the other Loan Documents. Without limiting the generality of the foregoing, if an Event of Default is continuing all liens and other rights, remedies or privileges provided to Lender shall remain in full force and effect until Lender has exhausted all of its remedies against the Collateral and the Collateral has been foreclosed upon, sold or otherwise realized upon in satisfaction of the Debt or the Debt has been paid in full.

9.1.2 Without limitation, upon the occurrence and during the continuation of an Event of Default, Lender shall have the right from time to time to partially foreclose upon the Collateral under the Security Instruments and the Equity Owner Pledge (if any).

9.1.3 Any amounts recovered from the Collateral after an Event of Default may be applied by Lender toward the payment of any interest or principal of the Loan or any other amounts due under the Loan Documents in such order, priority and proportions as Lender shall determine in its sole and absolute discretion.

9.2 Remedies Cumulative. The rights, powers and remedies of Lender under this Agreement shall be cumulative and not exclusive of any other right, power or remedy which Lender may have against Borrower or any other Borrower Party pursuant to this Agreement or the other Loan Documents, or existing at law or in equity or otherwise. Lender's rights, powers and remedies may be pursued singly, concurrently or otherwise, at such time and in such order as Lender may determine. No delay or omission to exercise any remedy, right or power accruing upon an Event of Default shall impair any such remedy, right or power or shall be construed as a waiver thereof, but any such remedy, right or power may be exercised from time to time and as often as may be deemed expedient. A waiver of one Default or Event of Default shall not be construed to be a waiver of any subsequent Default or Event of Default or to impair any remedy, right or power consequent thereon.

9.3 Power of Attorney. For the purpose of carrying out the provisions and exercising the rights, powers and privileges granted in this Section 9, Borrower hereby irrevocably constitutes and appoints the Lender its true and lawful attorney in fact to execute, acknowledge and deliver any instruments and do and perform any acts such as are referred to in this subsection

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in the name and on behalf of Borrower. This power of attorney is a power coupled with an interest and cannot be revoked, but may only be exercised during the continuance of an Event of Default.

10. MISCELLANEOUS.

10.1 Notices. Except when otherwise required by law, any notice which a party is required or may desire to give the other shall be in writing and may be sent by personal delivery or by mail (either (i) by United States registered or certified mail, return receipt requested, postage prepaid, or (ii) by Federal Express or similar generally recognized overnight carrier regularly providing proof of delivery), addressed as provided below in this Section. Any notice so given by mail shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

If to Borrower: KINGS LANDING FT PIERCE LLC, a Florida limited liability company
3670 Maguire Boulevard, Orlando, Florida 32803
Attention: Mark Rosenwasser

If to Lender: Genesis Capital, LLC, a Delaware limited liability company
15303 Ventura Boulevard, Suite 700
Sherman Oaks, CA 91403
Attention: Lending Department

10.2 Amendments and Waivers. No failure by Lender to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, the Note, each Security Instrument, the Equity Owner Pledge (if applicable) or any other Loan Documents or to exercise any right, power or remedy consequent upon a breach thereof shall constitute a waiver, express or implied, of any such breach or of such covenant, agreement, term or condition. No amendment or waiver of any provision of the Loan Documents shall be effective unless in writing and signed by the party against whom enforcement is sought.

10.3 Invalid Provisions. If any provision of any Loan Document is held to be illegal, invalid or unenforceable, such provision shall be fully severable; the Loan Documents shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part thereof; the remaining provisions thereof shall remain in full effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom; and in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as a part of such Loan Document a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable.

10.4 Expenses; Indemnity.

10.4.1 Borrower shall pay, whether or not the closing of the Loan occurs or any Advance is made to Borrower hereunder, all costs and expenses incurred by Lender or any of its Affiliates, from time to time, including documentation and diligence fees and expenses, all search, audit, appraisal, recording, professional and filing fees and expenses and all other out-of-pocket charges and expenses (including UCC and judgment and tax lien searches and UCC filings and fees for post-Closing UCC and judgment and tax lien searches, if required by Lender), all administrative fees and expenses and attorneys' fees and expenses actually incurred, including, (a) in any effort to enforce, protect or collect payment of any Obligations or to enforce

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any Loan Document or any related agreement, document or instrument, or effect collection hereunder or thereunder, (b) in connection with entering into, negotiating, preparing, reviewing and executing this Agreement and the other Loan Documents and all related agreements, documents and instruments, (c) in connection with instituting, maintaining, preserving, enforcing and foreclosing on Lender's security interests, whether through judicial proceedings or otherwise, (d) in defending or prosecuting any actions, claims or proceedings arising out of or relating to Lender's transactions with Borrower, (e) in seeking, obtaining or receiving any advice with respect to its rights and obligations under this Agreement, any of the other Loan Documents and all related agreements, documents and instruments, (f) in connection with any modification, restatement, supplement, amendment, waiver or extension of this Agreement or any other Loan Document or any related agreement, document or instrument, and all of the same may be charged to Borrower's account and shall be part of the Obligations, or (g) in connection with the administration of the Loan.

10.4.2 Borrower shall indemnify and hold harmless Lender and its Affiliates, officers, partners, directors, employees and agents, from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including the fees and disbursements of counsel for Lender in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not Lender shall be designated a party thereto), that may be imposed on, incurred by, or asserted against Lender in any manner relating to or arising out of the transactions contemplated hereby, including (i) any and all present and future stamp and other similar taxes arising out of the transactions contemplated hereby, (ii) any delay or omission (other than to the extent attributable to Lender) to pay such taxes, (iii) environmental liabilities and (iv) any breach by Borrower of its obligations under, or any material misrepresentation by Borrower contained in this Agreement or the other Loan Documents, except in each case, for any such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements arising from the gross negligence or willful misconduct of Lender, as determined by a final, non-appealable judgment of a court of competent jurisdiction.

10.4.3 If the imposition of or any change in any law, rule, regulation or guideline, or the interpretation or application of any thereof by any court or administrative or governmental authority (including any request or policy not having the force of law) shall impose, modify or make applicable any taxes (except federal, state or local income or franchise taxes imposed on Lender), reserve requirements, capital adequacy requirements or other obligations which would (A) increase the cost to Lender for extending or maintaining the credit facilities to which this Agreement relates, (B) reduce the amounts payable to Lender under this Agreement or any of the other Loan Documents, or (C) reduce the rate of return on Lender's capital as a consequence of Lender's obligations with respect to the credit facilities to which this Agreement relates, then Borrower agrees to pay Lender such additional amounts as will compensate Lender therefor, within five (5) days after Lender's written demand for such payment, which demand shall be accompanied by an explanation of such imposition or charge and a calculation in reasonable detail of the additional amounts payable by Borrower, which explanation and calculations shall be conclusive in the absence of manifest error.

10.5 Approvals; Third Parties; Conditions. All approval rights retained or exercised by Lender with respect to leases, contracts, plans, studies and other matters are solely to facilitate Lender's credit underwriting, and shall not be deemed or construed as a determination that Lender has passed on the adequacy thereof for any other purpose and may not be relied upon by Borrower or any other person or entity. This Agreement is for the sole and exclusive use

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of Lender and Borrower and may not be enforced, nor relied upon, by any person or entity other than Lender and Borrower. All conditions of the obligations of Lender hereunder, including any obligation to make advances, are imposed solely and exclusively for the benefit of Lender, its successors and assigns, and no other Person or entity shall have standing to require satisfaction of such conditions or be entitled to assume that Lender will refuse to make advances in the absence of strict compliance with any or all of such conditions, and no other Person shall, under any circumstances, be deemed to be a beneficiary of such conditions, any and all of which may be freely waived in whole or in part by Lender at any time in writing in Lender's sole and absolute discretion. Without limitation on the foregoing or Section 10.13 below, wherever this Agreement or any other Loan Document requires Lender's approval or consent (or equivalent), such approval or consent (or equivalent) shall be in writing in Lender's sole and absolute discretion unless otherwise expressly stated.

10.6 Lender Not in Control; No Partnership. None of the covenants or other provisions contained in this Agreement shall, or shall be deemed to, give Lender the right or power to exercise control over the affairs or management of any Borrower Party, the power of Lender being limited to the rights to exercise the remedies referred to in the Loan Documents. The relationship between Borrower and Lender is, and at all times shall remain, solely that of debtor and creditor. No covenant or provision of the Loan Documents is intended, nor shall it be deemed or construed, to create a partnership, joint venture, agency or common interest in profits or income between Lender and Borrower or to create an equity in the Collateral or the Property in Lender. Lender neither undertakes nor assumes any responsibility or duty to Borrower or any other Borrower Party or to any other person with respect to the Collateral, the Property, the Project or the Loan, except as expressly provided in the Loan Documents; and notwithstanding any other provision of the Loan Documents: (1) Lender is not, and shall not be construed as, a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of any Borrower Party or its stockholders, members, or partners, and Lender does not intend to ever assume such status; (2) Lender shall in no event be liable for any debts, expenses or losses incurred or sustained by Borrower or any other Borrower Party; and (3) Lender shall not be deemed responsible for or a participant in any acts, omissions or decisions of Borrower or any Borrower Party or any of their stockholders, members, or partners. Lender and Borrower disclaim any intention to create any partnership, joint venture, agency or common interest in profits or income between Lender and Borrower, or to create an equity in the Collateral or the Property in Lender, or any sharing of liabilities, losses, costs or expenses.

10.7 Time of the Essence. Time is of the essence with respect to this Agreement.

10.8 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Lender and Borrower and their respective successors and assigns, provided that Borrower shall not, without the prior written consent of Lender, assign any rights, duties or obligations hereunder.

10.9 Renewal, Extension or Rearrangement. All provisions of the Loan Documents shall apply with equal effect to each and every promissory note and all amendments thereof hereinafter executed by Borrower which in whole or in part represent a renewal, extension, increase or rearrangement of the Loan.

10.10 Waivers; Representation by Legal Counsel. No course of dealing on the part of Lender, its officers, employees, consultants or agents, nor any failure or delay by Lender with respect to exercising any right, power or privilege of Lender under any of the Loan

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Documents, shall operate as a waiver thereof. Borrower acknowledges, warrants and represents, in connection with each waiver of any right or remedy of Borrower contained in this Agreement or any other Loan Document, that it has been fully informed with respect to, and represented by counsel of its choice in connection with, such rights and remedies, and all such waivers, and after such advice and consultation, has presently and actually intended, with full knowledge of its rights and remedies otherwise available at law or in equity, to waive or relinquish such rights and remedies to the full extent specified in each such waiver. Borrower acknowledges that it has been advised by Lender to seek the advice of legal counsel in connection with the negotiation and preparation of the Loan Documents. If Borrower has chosen not to obtain legal representation, whether due to cost considerations or for other reasons, the lack of such representation shall not furnish Borrower with any defense to the enforcement of Borrower's obligations and Lender's rights under the Loan Documents.

10.11 Cumulative Rights. Rights and remedies of Lender under the Loan Documents shall be cumulative, and the exercise or partial exercise of any such right or remedy shall not preclude the exercise of any other right or remedy.

10.12 Singular and Plural. Words used in this Agreement and the other Loan Documents in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular in this Agreement and the other Loan Documents shall apply to such words when used in the plural where the context so permits and vice versa.

10.13 Phrases; Rules of Construction. When used in this Agreement and the other Loan Documents, (a) the phrase "including" means "including, but not limited to," (b) the phrase "satisfactory to Lender" (or equivalent) means "in form and substance satisfactory to Lender in its sole and absolute discretion in all respects," (c) the phrase "with Lender's consent" or "with Lender's approval" (or equivalent) means such consent or approval (or equivalent) in writing in Lender's sole and absolute discretion, (d) the phrase "acceptable to Lender" (or equivalent) means "acceptable to Lender in Lender's sole and absolute discretion", (e) the word "or" is not exclusive, and (f) the word "prompt" or "immediately" in any form, or words of similar import, when used with reference to any notice required to be given or act to be undertaken by any Borrower Party shall mean notice given or act performed not later than five (5) Business Days after the occurrence of the specified event for which notice or action is required, in each case except as expressly provided otherwise herein or in any other Loan Documents. When the identity of the parties or other circumstances make appropriate in this Agreement and the other Loan Documents, the neuter gender shall include the feminine and masculine, and the singular number shall include the plural. If Borrower is composed of more than one Person, then the Obligations are joint and several; and each covenant, warranty, representation and agreement of Borrower hereunder and thereunder shall be deemed made by each such person or entity comprising Borrower, both individually and collectively.

10.14 Exhibits and Schedules. The exhibits and schedules attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein.

10.15 Titles of Articles, Sections and Subsections. All titles or headings to articles, sections, subsections or other divisions of this Agreement and the other Loan Documents or the exhibits hereto and thereto are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such articles,

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sections, subsections or other divisions, such other content being controlling as to the agreement between the parties hereto.

10.16 Survival. All of the representations, warranties, covenants, and indemnities hereunder, shall survive the repayment in full of the Loan and the release of the liens evidencing or securing the Loan, and shall survive the transfer (by sale, foreclosure, conveyance in lieu of foreclosure or otherwise) of any or all right, title and interest in and to the Collateral to any party, whether or not an Affiliate of Borrower.

10.17 Waiver of Jury Trial. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER AND LENDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY OR ANY EXERCISE BY ANY PARTY OF THEIR RESPECTIVE RIGHTS UNDER THE LOAN DOCUMENTS OR IN ANY WAY RELATING TO THE LOAN OR THE PROPERTY OR THE PROJECT (INCLUDING ANY ACTION TO RESCIND OR CANCEL THIS AGREEMENT, AND ANY CLAIM OR DEFENSE ASSERTING THAT THIS AGREEMENT WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER THIS AGREEMENT.

10.18 Governing Law; Venue. The Loan Documents are being executed and delivered, and are intended to be performed, in the State of California and the laws of the State of California and of the United States of America shall govern the rights and duties of the parties hereto and the validity, construction, enforcement and interpretation of the Loan Documents, except to the extent otherwise specified in the Security Instruments or any of the other Loan Documents. Any legal suit, action or proceeding against Borrower arising out of or relating to this Agreement, the Note or any other Loan Document (including the liens and security interests created under the Security Instruments) shall be instituted in any federal or state court located in Los Angeles, California or the state in which the Property is located. Borrower waives any objections which it may have based on venue or forum non conveniens of any such suit, action or proceeding, and irrevocably submits to the jurisdiction of any such court in any such suit, action or proceeding.

EACH OF BORROWER AND LENDER HEREBY IRREVOCABLY CONSENTS TO SERVICE OF PROCESS BY MAIL, PERSONAL SERVICE OR IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW, AT THE ADDRESS SPECIFIED IN SECTION 10.1 (AND AGREES THAT SUCH SERVICE AT SUCH ADDRESS IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER ITSELF IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT).

10.19 Entire Agreement. This Agreement and the other Loan Documents embody the entire agreement and understanding between Lender and Borrower and supersede all prior agreements and understandings between such parties relating to the subject matter hereof and thereof. Accordingly, the Loan Documents may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

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10.20 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. The parties hereto agree that electronic signatures shall be deemed originals and admissible as best evidence for the execution and delivery of this Agreement by the parties hereto.

10.21 Sale, Assignment and Participation. Lender may, at any time, sell, transfer, assign or grant participations in the Loan and any of the Loan Documents or sell, transfer or assign the Loan or any interest therein, without notice to or consent of Borrower or any other Borrower Party. Lender may forward to each participant and prospective participant all documents and information which Lender now has or later may acquire relating to those obligations and to Borrower, and any partners or joint venturers of Borrower, whether furnished by Borrower or otherwise. If, at any time, Lender desires to sell, transfer or grant a participation interest in all or any portion of the Loan and Loan Documents to any third person, Borrower shall furnish in a timely manner any and all information concerning the Property and the Project, and concerning Borrower's, the other Borrower Parties' and the Property's or Project's financial condition, which information is requested by Lender or such person in connection with any such sale, transfer or participation. All such financial information shall be in such form, substance and detail as Lender, or such person, may require.

10.22 Limitation on Liability of Lender's Officers, Employees, Etc. Any obligation or liability whatsoever of Lender which may arise at any time under this Agreement or any other Loan Document shall be satisfied, if at all, out of the Lender's assets only. No such obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the property of any of Lender's shareholders, directors, officers, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

10.23 Commingling of Funds. No sums collected or retained by Lender shall be deemed to be held in trust; and Lender may commingle any and all such funds or proceeds with its general assets and shall not be liable for the payment of any interest or other return thereon, except to the minimum extent required by law.

10.24 PATRIOT Act Records. Lender hereby notifies Borrower that pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies each Borrower Party, which information includes the name and address of each Borrower Party and other information that will allow Lender to identify each Borrower Party in accordance with the PATRIOT Act.

10.25 Confidentiality. Borrower agrees, and agrees to cause each of its Affiliates, (a) to treat this Agreement and all other Loan Documents and all provisions of the Loan Documents confidentially and not to transmit any copy hereof or thereof or disclose the contents hereof or thereof, in whole or in part, to any Person (including any financial institution or intermediary) without Lender's prior written consent, other than to Borrower's members and such members' investors, advisors (including its accountants and attorneys) and officers on a need to know basis and to their respective agents, employees, officers, directors, attorneys, accounts and governmental regulatory authorities, (b) that Borrower shall inform all such Persons who receive information concerning this Agreement or any of the Loan Documents of the confidential nature hereof and thereof and shall direct them to treat the same confidentially and not to disclose it to any other Person, and (c) that each of them shall agree to be bound by these provisions. Lender reserves the right to review and approve all materials that Borrower or any Affiliate prepares that contain Lender's name or describe or refer to this Agreement or any Loan Document or any of the terms hereof or thereof or any of the transactions contemplated hereby or thereby.

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Notwithstanding any other provision of this Agreement or any Loan Document, Borrower shall not, and shall not permit any of its Affiliates to, use Lender's name (or the name of any of Lender's Affiliates) in connection with any of its business operations. Nothing contained in this Agreement or in any of the other Loan Documents is intended to permit or authorize Borrower or any of its Affiliates to make any contract on behalf of Lender. Borrower shall not be deemed in violation of this Section solely because Lender records the Uniform Commercial Code financing statements or other Loan Documents.

11. JUDICIAL REFERENCE.

11.1 Because disputes arising in connection with complex transactions are most quickly and economically resolved by an experienced and expert person and further because Borrower and Lender (collectively, the "Parties") wish applicable California State and Federal laws to apply, the Parties desire that their disputes be resolved by a judicial referee applying such applicable laws. The Parties expressly waive trial by jury in any action, suit, or proceeding brought to resolve any dispute, whether sounding in contract, tort or otherwise, arising out of, connected with, related to, or incidental to this Loan Agreement, the Loan, the Note any of the other Loan Documents or the relationship established among the Parties in connection with the Loan Agreement or any related document or the transactions contemplated hereby or thereby (a "Dispute") to the fullest extent permitted by Legal Requirements.

11.2 Accordingly, any Dispute arising out of or in connection with the Loan Agreement or the relationship established among the Parties in connection therewith or any other Loan Document or the transactions contemplated hereby or thereby, shall be resolved pursuant to the provisions for reference and trial by referee (without jury) set forth in California Code of Civil Procedure Section 638 et seq., or any successor statute or statute, court rule, or provision of law containing reasonably similar provisions in accordance with the provisions of this Section 11. The referee ("Referee") shall be a retired or former California or Federal judge residing in the Los Angeles, California area, who is either (i) agreed to by the Parties to a Dispute within fifteen (15) days of the notice by any Party to the other(s) of the intention to invoke this Section 11.2 to resolve the Dispute, or (ii) failing such agreement, is appointed pursuant to California Code of Civil Procedure Section 640, or any successor statute or statute, court rule, or provision of Legal Requirements containing reasonably similar provisions, in an action filed in the Superior Court of Los Angeles County, California.

11.3 The Parties agree that any Party may (and, if necessary, the other Parties shall join in such filing) file with the clerk of the Los Angeles County Superior Court, or with the appropriate judge of such court, any and all petitions, motions, applications or other documents necessary to obtain the appointment of such a Referee immediately upon the commencement of any action or proceeding to resolve any Dispute, and to conduct all necessary discovery and to proceed to a trial as expeditiously as possible. The action shall be conducted and the issues determined in compliance with all judicial rules and all statutory and decisional law of the State of California as if the matter were formally litigated in the Superior Court and not by way of judicial reference. It is the Parties' intention and the Parties and the Referee shall use their best efforts to be certain that (i) discovery be conducted for a period no longer than six (6) months from the date (the "Referee Date") the Referee is appointed (whether by stipulation or by the Superior Court), excluding motions regarding discovery, and (ii) trial be set on a date that is within nine (9) months of the Referee Date. All discovery motions shall be filed with the Referee and served upon the opposing Party no later than the last day of the six-month discovery period; provided, that the Parties agree to grant such reasonable extensions of time necessary to reflect the complexities of the issues presented for resolution. All proceedings, including trial, before the Referee shall

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be conducted at a neutral location (unless otherwise stipulated by the Parties) within twenty-five (25) miles of the downtown Los Angeles County Superior Court. The Parties agree that said Referee shall be a judge for all purposes (including, without limitation, (x) ruling on any and all discovery matters and motions and any and all pretrial or trial motions, (y) setting a schedule of pretrial proceedings, and (z) making any other orders or rulings a sitting judge of the Superior Court would be empowered to make in any action or proceeding in the Superior Court). Any matter before the Referee shall be governed by the substantive law of California, its Code of Civil Procedure, Rules of Court, Evidence Code, and such other statutes or rules which would be applicable if the matter were tried in the Superior Court, except as otherwise specifically agreed to by the Parties and approved by the Referee. The Parties intend this general reference agreement to be specifically enforceable in accordance with the California Code of Civil Procedure. Any decision of the Referee or judgment or other order entered thereon shall be appealable to the same extent and in the same manner that such decision, judgment, or order would be appealable if rendered by a judge of the Los Angeles County Superior Court. The Referee shall in his/her statement of decision set forth his/her findings of fact and conclusions of law.

11.4 During the pendency of any action or proceeding respecting a Dispute, and before the entry of any judgment therein, each of the parties to such action or proceeding shall bear equal shares of the fees, charges and costs incurred by the Referee in connection with performing the services provided in this Section. The compensation of the Referee shall not exceed the prevailing rate for like services. The prevailing party shall be entitled to reasonable court costs and legal fees, including customary attorney fees, expert witness fees, paralegal fees, the fees of the Referee and other reasonable costs and disbursements charged to the party by its counsel, in such amount as is determined by the Referee. If a court reporter is requested by either party, then such reporter shall be present at all proceedings, and the fees of such reporter shall be borne by the party requesting such reporter. Such fees shall be an item of recoverable costs.

11.5 Notwithstanding the foregoing and anything to the contrary herein, in the event of a default by Borrower under this Loan Agreement, Lender shall have the unilateral right to exercise its remedies in its sole and absolute direction, and under such circumstances, Lender can choose in its sole discretion to pursue resolution by Referee (as provided herein) or not and Borrower hereby waives any right to enforce the judicial reference provisions of this Loan Agreement if contrary to the choice of Lender.

Nothing in this Section 11 shall prejudice the right of any Party to obtain provisional relief or other equitable remedies as shall otherwise be available under the Code of Civil Procedure or applicable Court rules.

BORROWER AND LENDER EACH ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION ARE A MATERIAL INDUCEMENT TO THE OTHER PARTY'S ENTERING INTO THE LOAN AGREEMENT AND MAKING THE LOAN.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first written above.

LENDER:

GENESIS CAPITAL, LLC,
a Delaware limited liability company

DocuSigned by:
Candice Shih
By: _____
56834763A4BC440...
Name: Candice Shih
Title: Authorized Signatory

BORROWER:

KINGS LANDING FT PIERCE LLC,
a Florida limited liability company
By: KINGS LANDING FT PIERCE GP LLC,
a Florida limited liability company, its Member and Manager

DocuSigned by:
Mark Rosenwasser
By: _____
EF5E02A3FD994F9...
Mark Rosenwasser, Manager

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Exhibit A

Definitions

"**Advance**" means (A) a borrowing under the Loan to (i) fund the Initial Advance on or around the Closing Date, or (ii) fund a Construction Advance in each case in accordance with the terms and limitations of this Agreement, or (B) any other advances of the Loan made by Lender for the purpose of making a Protective Advance, to the extent such Protective Advance is permitted under the terms of this Agreement or any of the other Loan Documents. Any other amounts paid by Lender on behalf of Borrower or any Affiliate permitted under any Loan Document shall also be an Advance for purposes of this Agreement.

"**Advance Request**" means a written request from Borrower for an Advance in form and substance acceptable to Lender, which request shall be executed and delivered by Borrower (together with any supporting documentation reasonably required by Lender) in connection with the funding of such Advance.

"**Affiliate**" of any Person means any other Person directly or indirectly controlling, controlled by, or under common control with such Person. A Person shall be deemed to control another Person if the controlling Person owns 10% or more of any class of voting securities (or other ownership interests) of the controlled Person or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the controlled Person, whether through ownership of stock, by contract, or otherwise.

"**Agreement**" means this Agreement, as amended from time to time.

"**Appraiser**" means an appraiser designated by Lender or accepted by Lender from time to time.

"**Borrower Party**" means, individually and collectively, as the context may require, Borrower, Equity Owner and Guarantor.

"**Borrower Principals**" means, collectively, Mark Rosenwasser, an individual, and Samuel Weiss, an individual.

"**Business Day**" means any day except a Saturday or Sunday or any other day on which commercial banks in New York, New York are authorized or required by law to close.

"**Carveout Guaranty**" means a guaranty or indemnity agreement of any Indebtedness containing customary "**bad act**" carveouts, such as fraud, misappropriation, environmental matters, breach of representation or warranty, misapplication and certain actions pertaining to bankruptcy, insolvency, transfers of collateral and substantive consolidation but which does not guarantee payment of Indebtedness independent of such "**bad acts**"; provided, however, at any time that a claim has been made under such a guaranty or indemnity agreement (which has not been satisfied), such guaranty or indemnity agreement, as applicable, shall not be considered a Carveout Guaranty, to the extent that such claim is (a) a liability of the relevant guarantor or indemnitor for GAAP purposes.

"**Change Order**" means any amendment, supplement or other modification in any respect to any Project Document.

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"**Collateral**" means all collateral encumbered by any of the Loan Documents.

"**Committed Loan Funds**" means the amount of Loan funds Lender has committed to make available to the Project over the remaining term of the Loan, as of such date of determination. As of the date hereof, the Committed Loan Funds are as set forth in the Loan Budget.

"**Complete**" (and the lower-case version thereof) shall mean, with respect to any of the work constituting the Project for the Property, that (a) such work is substantially completed in accordance with the Lender-approved Plans and Specifications and all Legal Requirements, subject only to the completion of minor punch-list items that do not limit the use or occupancy of any portion of the Property for its intended purposes, (b) if required by Legal Requirements, a final certificate of occupancy (or similar document or certificate) has been obtained, evidencing that full use of the Property for its intended purposes has been authorized by all applicable Governmental Authorities, (c) subject to any contest rights contained herein, the Property is free of all mechanics', materialmen's, and other similar liens (or such liens have otherwise been bonded over to Lender's satisfaction), (d) the eradication of any and all outstanding municipality requirements affecting the Property, whether initiated by the Borrower, any Guarantor, any contractor, or any affiliate of (or predecessor-in-interest to) Borrower, Guarantor or any applicable contractor, and (e) Lender has received copies of all warranties from suppliers covering materials, equipment and appliances included within the applicable component of the work. The terms "Completed" "Completing" and "Completion" (and lower-case versions thereof) shall have the same meaning when used in the Loan Documents.

"**Completion Date**" - means 1/1/2027, the date by which construction of the work constituting the Project must be Complete.

"**Construction Advance**" means each Advance made by Lender, which Advance is made for the purpose of funding Project Expenditures for the completion of the Project.

"**Congruent Entity**" means any entity in which all of the Borrower Principals own an interest, and which, the Borrower Principals, in the aggregate, own (either directly or indirectly) all of the beneficial, voting, membership, partnership, stock or other ownership interests therein. For the purpose of this definition, any interest owned by the spouse of a Borrower Principal or any trust for the benefit of such Borrower Principal (or spouse), shall be deemed to be owned by such Borrower Principal.

"**Construction Documents**" means each Design Professional Agreement, the General Contractor Agreement, and each Trade Contract, in each case, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, in accordance with the terms and conditions of this Agreement.

"**Debt**" means the outstanding principal amount of the Loan together with all interest accrued and unpaid thereon and all other sums due to Lender in respect of the Loan under the Note or any other Loan Document.

"**Default**" means the occurrence of any event or condition hereunder or under any other Loan Document that, with the giving of notice, the passage of time, or both, would constitute an Event of Default.

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"**Deposit Account Control Agreement**" means a deposit account control agreement, in form and content acceptable to Lender, among Borrower, Lender and a deposit bank approved by Lender, in favor of Lender, and any and all amendments or supplements thereto or replacements thereof.

"**Design Professional**" means any architect, engineer, or other design professional engaged by (or on behalf of) Borrower with respect to the design or engineering of the Property.

"**Design Professional Agreement**" means any agreement between Borrower and any Design Professional, each as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, in accordance with the terms and conditions of this Agreement.

"**Design Professional Consent**" means a consent agreement in form and content reasonably acceptable to Lender executed by any applicable Design Professional with respect to the related Design Professional Agreement.

"**Embargoed Person**" means any Person subject to trade restrictions under any Federal Trade Embargo.

"**Equity Owner**" means, individually and collectively, as the context may require, (i) the Person or Persons owning, directly or indirectly, through any contract, agreement, arrangement, understanding, relationship or otherwise, any class of voting securities (or other ownership interests) of Borrower, and (ii) the Person or Persons possessing, directly or indirectly, the power to direct or cause the direction of the management or policies of the Borrower, whether through ownership of stock, by contract, or otherwise.

"**Equity Owner Pledge**" means a Membership Interest Pledge in form and content acceptable to Lender executed by Equity Owner in favor of Lender, which secures Borrower's Obligations, and any and all amendments or supplements thereto or replacements thereof.

"**Event of Default**" shall have the meaning ascribed to it in Section 8.1.

"**Federal Trade Embargo**" means any federal law imposing trade restrictions, including (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended), (ii) the International Emergency Economic Powers Act (50 U.S.C. §§ 1701 et seq., as amended), (iii) any enabling legislation or executive order relating to the foregoing, (iv) Executive Order 13224, and (v) the PATRIOT Act.

"**Financial Covenants**" shall have the meaning set forth in Exhibit D.

"**Force Majeure Event**" shall mean the occurrence of any of the following events: (i) acts of declared or undeclared war by a foreign enemy; (ii) riots; (iii) casualty or condemnation; (iv) floods or hurricanes; (v) earthquakes; (vi) acts of God; (vii) governmental preemption in the case of a national emergency; (viii) unavailability of materials to the extent not within the reasonable control of Borrower; (ix) strikes, lockouts or other labor trouble; (x) pandemic; (xi) governmentally mandated closures or work stoppages; (xii) changes in Legal Requirements; and (xiii) any other event or circumstance not within the reasonable control of Borrower, but "Force Majeure Event" shall not include delays, stoppage or any other interference with the construction of any improvements caused by insolvency, bankruptcy or any lack of funds of Borrower, and provided

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further, that in no event will any one or more Force Majeure Events extend the Completion Date by more than a total of ninety (90) days.

"**GAAP**" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the accounting profession), or in such other statements by such entity as may be in general use by significant segments of the U.S. accounting profession.

"**General Contractor**" means a general contractor with a valid contractor's license in the state where the Property is located and that has been approved by Lender, which approval shall not be unreasonably withheld.

"**General Contractor Agreement**" means a guaranteed maximum price construction contract between Borrower and General Contractor for the completion of the Project in accordance with the Plans and Specifications, and consistent with the Loan Budget, in form and content reasonably acceptable to Lender, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, in accordance with the terms and conditions of this Agreement.

"**General Contractor Consent**" means a consent agreement in form and content reasonably acceptable to Lender executed by a General Contractor with respect to a General Contractor Agreement.

"**Governmental Authority**" means any and all governments, public or quasi-public authorities, courts or any and all agencies, authorities, bodies, bureaus, departments, or instrumentalities of any government.

"**Guarantor**" means individually and collectively, as the context may require, and jointly and severally, Samuel Weiss, Mark Rosenwasser, , and any additional Persons (other than Equity Owner) who may sign any guaranty or indemnity in favor of Lender in connection with the Loan.

"**Guaranty**" means, individually and collectively, as the context may require, that certain Repayment Guaranty of even date herewith by Guarantor in favor of Lender, that Completion Guaranty of even date herewith by Guarantor in favor of Lender, that certain Carveout Guaranty of even date herewith by Guarantor in favor of Lender, and any and all amendments or supplements thereto or replacements thereof.

"**Hard Costs**" means, collectively, all costs and expenses set forth in the Loan Budget, which are denominated therein as "**hard costs**".

"**Hazardous Materials**" means any chemical, substance, object, condition, material or waste that is or may be hazardous to human health or safety or to the environment, due to its radioactivity, ignitability, corrosivity, flammability, reproductive toxicity, infectiousness or other harmful properties or effects, including all chemicals, substances, materials and wastes that are now or hereafter may be regulated in any manner, classified as dangerous, hazardous or toxic, or as pollutants or contaminants, or to which exposure is prohibited or restricted by any federal, state or local government or public agency, board, body or authority or by any Hazardous Material Law. "Hazardous Materials" include flammable explosives, radioactive materials, polychlorinated biphenyls, asbestos, hazardous waste, radon, toxic substances or other related materials whether

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in the form of a chemical, element, compound, solution, mixture or otherwise, including those materials defined as "hazardous substances", "hazardous materials", "toxic substances", "air pollutants", "toxic pollutants", "hazardous wastes", "extremely hazardous waste" or "restricted hazardous waste" by any Hazardous Materials Law.

"**Hazardous Materials Law**" means any federal, state, or local law, ordinance or regulation or any rule adopted or guideline promulgated pursuant thereto, or any order, ruling or directive of any federal, state, local, executive, judicial, legislative, administrative or other governmental or public agency, board, body or authority relating to health, industrial hygiene, the environment, or the occupational or environmental conditions on, under or about the Property (including ambient air, soil, soil vapor, groundwater, surface water or land use), whether now or hereafter in force, including those relating to the release, emission or discharge of Hazardous Materials, those in connection with the construction, fuel supply, power generation and transmission, waste disposal or any other operations or processes relating to the Property. "Hazardous Materials Law" shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Solid Waste Disposal Act, the Clean Water Act, the Clean Air Act, the Carpenter Presley Tannel Hazardous Substance Account Act, and similar laws of any state in which the Property is located, as the same are now or hereafter amended.

"**Indebtedness**" of a Person means such Person's (i) obligations for borrowed money; (ii) obligations representing the deferred purchase price of property or services (other than accounts payable arising in the ordinary course of such Person's business payable on terms customary in the trade); (iii) obligations, whether or not assumed, secured by Liens or payable out of the proceeds or production from property now or hereafter owned or acquired by such Person; (iv) obligations which are evidenced by notes, acceptances, or other instruments; (v) obligations of such Person to purchase securities or other property arising out of or in connection with the sale of the same or substantially similar securities or property; (vi) capitalized lease obligations; (vii) the Loan; (viii) letters of credit; (ix) off-balance sheet liabilities; (x) sale and leaseback transactions; and (xi) any other obligation for borrowed money or other financial accommodation which in accordance with GAAP would be shown as a liability on the consolidated balance sheet of such Person.

"**Indemnity**" means that certain Hazardous Substances Indemnity Agreement of even date herewith by Borrower and Guarantor (if applicable) in favor of Lender, and any and all amendments thereto.

"**Initial Advance**" means the first Advance made by Lender on or around the Closing Date.

"**Legal Requirements**" means all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting any Borrower Party or the Property or any part thereof or the construction, use, alteration or operation thereof, or any part thereof, whether now or hereafter enacted and in force, including the Americans with Disabilities Act of 1990, and all permits, licenses and authorizations and regulations relating thereto, and all covenants, agreements, restrictions and encumbrances contained in any instruments, either of record or known to Borrower, at any time in force affecting any Borrower Party or the Property or any part thereof, including any which may (i) require repairs, modifications or alterations in or to the Property or any part thereof, or (ii) in any way limit the use and enjoyment thereof.

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"**Lien**" means any mortgage, deed of trust, lien, pledge, hypothecation, assignment, security interest, or any other encumbrance, charge or transfer of, on or affecting the Property, the Collateral or any portion thereof or interest therein, or any Borrower Party or any interest therein, including any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, the filing of any financing statement, and mechanic's, materialmen's and other similar liens and encumbrances.

"**Loan**" has the meaning provided in Recital A.

"**Loan Budget**" - means the budget attached hereto as Exhibit C, as the same may be amended, modified, supplemented or replaced from time to time, which budget sets forth the costs and expenses to be incurred in connection with the Completion by Borrower of the Project and is subject to the approval of Lender.

"**Loan Documents**" means each and all of: (a) this Agreement, (b) the Note, (c) the Indemnity, (d) each Guaranty, (e) the Equity Owner Pledge (if any), (f) the Deposit Account Control Agreement (if any), (g) Uniform Commercial Code financing statements relating to Borrower's interest in the Property and, to the extent Lender requires the execution of the Equity Owner's Pledge, the Equity Owner's interest in Borrower, (h) the Security Instrument, (i) all other documents evidencing, securing, governing or otherwise pertaining to the Loan, whether now or hereafter entered into, and (j) all amendments, modifications, renewals, substitutions and replacements of any of the foregoing.

"**Material Adverse Effect**" means a material adverse effect upon (i) the business, reputation, financial condition, results of operations or properties of Borrower or any other Borrower Party, (ii) the ability of any Borrower Party to perform its obligations under the Loan Documents, or (iii) the validity or enforceability of any of the Loan Documents or the rights and remedies of Lender under the Loan Documents.

"**Maturity Date**" means 1/1/2027

"**Note**" means that certain Promissory Note of even date herewith, in the maximum principal amount of up to $6,417,600.00, executed by Borrower and payable to the order of Lender in evidence of the Loan, and any amendments or supplements thereto or any renewals or replacements thereof.

"**Obligations**" means, collectively, Borrower's obligations for the payment of the Debt and the performance of all obligations of Borrower contained in the Loan Documents.

"**OFAC List**" means the list of specially designated nationals and blocked persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any applicable governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities, including trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States.

"**PATRIOT Act**" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001), as amended from time to time.

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"**Permitted Encumbrances**" means any exceptions listed on the Title Policy and approved by Lender, but shall not include any monetary liens or encumbrances other than Taxes.

"**Person**" means any natural person, corporation, firm, joint venture, partnership, limited liability company, association, enterprise, trust, or other entity or organization, or any government or political subdivision or any agency, department, or instrumentality thereof.

"**Plans and Specifications**" means the plans and specifications for the Completion of the Project (including a description of the materials, equipment and fixtures necessary for the Completion of the Project), prepared or to be prepared by (or on behalf of) Borrower after the Closing Date, including any other architectural, structural, foundation and elevator plans and specifications prepared by a Design Professional and any other mechanical, electrical, plumbing and fire protection plans and specifications prepared by any Person retained or to be retained by Borrower, the applicable Design Professional or the General Contractor, approved in writing by Lender (to the extent such approval is required by the terms of this Agreement), in each case, as the same may be amended by Change Orders applicable thereto that are permitted under this Agreement.

"**Project**" means the Completion of all capital improvements, which capital improvements are described in the Loan Budget, all completed in accordance with the Plans and Specifications that have been submitted to and approved by Lender, the Loan Budget, and all applicable Legal Requirements.

"**Project Documents**" means collectively, all Construction Documents, the Plans and Specifications, the Loan Budget, the Project Permits and the Project Schedule for the Project, as any of the foregoing may be amended, replaced, supplemented or otherwise modified from time to time in accordance with the terms and conditions of this Agreement.

"**Project Expenditure**" means costs and expenses incurred in connection with the Completion by Borrower of the Project in accordance with the Loan Budget, including interest and carrying costs.

"**Project Permits**" means collectively, all authorizations, consents and approvals, licenses and permits given or issued by Governmental Authorities, which are required for the Completion of the Project in accordance with all Legal Requirements and the Plans and Specifications for the Project, and for the performance and observance of all obligations and agreements of Borrower contained herein or in the other Loan Documents relating to the Completion of the Project, as the same may be amended, replaced, supplemented, assigned or otherwise modified from time to time in accordance with the terms of this Agreement and applicable Legal Requirements.

"**Project Schedule**" means the schedule for the projected progress of the Completion of the Project, setting forth a construction progress schedule reflecting, among other things, the anticipated dates of completion, which shall include, without limitation, a trade-by-trade breakdown of the estimated periods of commencement and completion of the specific work to be completed in connection with the Completion of the Project substantially in accordance with the Plans and Specifications and Legal Requirements, as the same may be amended, restated, replaced, supplemented, updated or otherwise modified from time to time in accordance with the terms of this Agreement or otherwise with the approval of Lender, which approval shall not be unreasonably withheld.

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"**Property**" means that certain real property located at 215 Kings Lane, Fort Pierce, FL 34950, 115 Kings Lane, Fort Pierce, FL 34950; 135 Kings Lane, Fort Pierce, FL 34950; 145 Kings Lane, Fort Pierce, FL 34950; 155 Kings Lane, Fort Pierce, FL 34950; 165 Kings Lane, Fort Pierce, FL 34950; 175 Kings Lane, Fort Pierce, FL 34950; 185 Kings Lane, Fort Pierce, FL 34950; 195 Kings Lane, Fort Pierce, FL 34950; 205 Kings Lane, Fort Pierce, FL 34950; 125 Kings Lane, Fort Pierce, FL 34950; and 225 Kings Lane, Fort Pierce, FL 34950 as more particularly described in Exhibit B attached hereto, together with the improvements and all appurtenances now or hereafter located on such real property (including any Units described on Exhibit E attached hereto).

"**Recourse Guaranty**" means, for any Person, any guaranty or indemnity agreement of Indebtedness by such Person that is not a Carveout Guaranty.

"**Reserve Account**" means, any reserve or escrow account established under the Loan Documents from time to time, which reserve or escrow account may be established, at Lender's discretion, by reserving a portion of the outstanding principal balance of the Loan for such account.

"**Retainage**" means an amount equal to the greater of (a) ten percent (10%) of the total amount payable under the applicable General Contractor Agreement and any Trade Contract, as applicable, for the Project and (b) the actual retainage amount specified in such General Contractor Agreement and any Trade Contract, as applicable, for the Project.

"**Security Instrument**" means a Construction Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, in either case executed by Borrower for the benefit of Lender encumbering a Property.

"**Site Assessment**" means an environmental site assessment (including all drafts thereof) of the Property of such scope as may be reasonably requested by Lender (including, without limitation, the taking of soil borings and air and groundwater samples and other above and below ground testing) and otherwise in form and substance acceptable to Lender, prepared by an environmental engineer approved in advance by Lender in writing, with errors and omissions insurance coverage reasonably acceptable to Lender.

"**Soft Costs**" means, collectively, all costs and expenses set forth in the Loan Budget for the applicable Project, which are denominated therein as "soft costs".

"**Stored Materials**" means materials purchased by Borrower on or prior to the date of an Advance Request for use in the completion of the Project that is the subject of such Advance Request, but either (i) stored at the Property that is the subject of the Project or a bonded warehouse, and not yet installed or incorporated into the Project or (ii) not yet delivered to such Property nor stored in a bonded warehouse. Stored Materials shall cease to be Stored Materials only when the same are installed or incorporated into the Project.

"**Stored Materials Conditions**" means that Lender shall have: (a) reasonably determined that the applicable Stored Materials are appropriate for purchase during the then current stage of completion of the Project for which such Stored Materials have been purchased; (b) received evidence that the applicable Stored Materials have been paid for and are owned by (or upon payment of the amounts to be disbursed in connection with the applicable Advance Request shall be paid for and owned by) Borrower free of all liens or claims of the vendor or any third party (provided, however, that Borrower shall be permitted to submit a request for an Advance, in the discretion of Lender, with respect to deposits and down payments for Stored Materials to the

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extent approved by Lender in its sole discretion); (c) reasonably determined that Lender has a perfected, first-priority security interest in such Stored Materials; (d) received a certification by any applicable Design Professional that it has inspected such Stored Materials and they are in the condition required under the applicable Trade Contract(s); (e) received evidence reasonably satisfactory to Lender that all such Stored Materials are insured against casualty, loss and theft in an amount at least equal to their replacement costs, and that Lender is named as an additional insured and loss payee with respect thereto; (f) received evidence that the applicable Stored Materials are or will be securely stored (i) on site at Property upon which such Stored Materials will be utilized (and Lender shall have reasonably determined that such Stored Materials kept on such Property are not in excess of such building equipment and materials as would be kept at a property under construction in accordance with good construction practice for current installation or incorporation), or (ii) in a bonded warehouse (or other location reasonably acceptable to Lender) off-site properly inventoried and clearly stenciled or otherwise marked to indicate that they are the property of Borrower, and that the warehouse or other location has been notified that Lender has a security interest in the subject Stored Materials, and Lender shall have received from Borrower the original warehouse receipt therefor, if applicable, or received a copy of the agreement with the supplier or fabricator of such Stored Materials; and (g) without limiting the foregoing, as to any materials not yet delivered to such Property, received proof of payment reasonably satisfactory to Lender from the supplier or fabricator of such materials, the cost of which is, in whole or in part, payment for all amounts covered by any prior Advance Request.

"**Subsequent Advance**" means any Advance after the Initial Advance.

"**Taxes**" means all taxes, assessments, levies and charges imposed by any Governmental Authority having jurisdiction over the Property, which are or may affect, or become a lien upon, such Property, or the rents, royalties, profits and income of the Property, or interest therein, or imposed by any Governmental Authority upon Borrower or Lender by reason of their respective interests in the Property or by reason of any payment, or portion thereof, made to Lender hereunder or pursuant to any Obligation secured by any of the Loan Documents (including all real estate and personal property taxes, assessments, water rates or sewer rents, now or hereafter levied or assessed or imposed against the Property or part thereof, together with all interest and penalties thereon), other than taxes which are measured by and imposed upon Lender's general net income.

"**Title Policy**" means an ALTA (or the relevant state equivalent in any state in which ALTA is not the commercial standard) extended Lender's title insurance policy in the amount of the Loan, with such endorsements as Lender may require, containing no exceptions to title (printed or otherwise) that are unacceptable to Lender, and insuring that Lender has a first priority Lien on the Property.

"**Trade Contract**" means any agreement, contract or purchase order between Borrower, an Affiliate of Borrower or General Contractor, on the one hand, and any Trade Contractor, on the other hand, pursuant to which such Trade Contractor agrees to provide labor, materials, equipment or services in connection with the Completion of the Project, in each case, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

"**Trade Contractor**" means any Person that is a contractor, subcontractor, sub-subcontractor, supplier or provider of labor, materials, equipment or services in connection with the Completion of the Project.

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"**Trade Contractor Consent**" means a consent agreement in form and content reasonably acceptable to Lender executed by each Trade Contractor for the Project with respect to its related Trade Contract.

"**Transfer**" means to voluntarily or involuntarily upon death, dissolution or by any other operation of law, sell, assign, convey, transfer, pledge, encumber or otherwise dispose of, or where used as a noun, a sale, assignment, conveyance, transfer, pledge, encumbrance or other disposition.

"**Uniform Commercial Code**" means (a) with respect to the Property, the Uniform Commercial Code as in effect in the state where such Collateral is located, and (b) with respect to the ownership interests in Borrower, the Uniform Commercial Code as in effect in the State of California (except for matters which the Uniform Commercial Code of the State of California provides shall be governed by the Uniform Commercial Code in effect in any other state, in which case "**Uniform Commercial Code**" shall mean the Uniform Commercial Code as in effect from time to time in such other state), in each case as amended from time to time.

"**Unit**" shall have the meaning ascribed to it in Exhibit E attached hereto.

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Exhibit B

Legal Description

The Land referred to herein below is situated in the County of St. Lucie, State of Florida and is described as follows:

All that certain land described in the Plat of Villas at Kings Landing, recorded in Plat Book 119, Pages 11 and 12, Public Records of St. Lucie County, Florida.

Parcel IDs: 2410-513-0010-000-3, 2410-513-0011-000-0, 2410-513-0009-000-3, 2410-513-0008-000-6, 2410-513-0007-000-9, 2410- 513-0006-000-2, 2410-513-0012-000-7, 2410-513-0001-000-7, 2410-513-0005-000-5, 2410-513-0004-000-8, 2410-513-0003-000-1, 2410-513-0002-000-4

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Exhibit C

Loan Budget

Category	Cost Code	Notes	Total Budget	Cost Spent	Go-Forward Loan 1
Grading	Grading		$45,000.00	$0.00	$45,000.00
4200 Plumbing	3600 Plumbing - Draw 1 - Rough	Mechanical One	$34,272.00	$0.00	$34,272.00
2150 Dumpster Service	1492 Dumpster	estimated 20yd for 8 mos (est 7 pulls, at est 5 ton	$20,970.00	$0.00	$20,970.00
2160 Temporary Toilets	1491 Port-o-let	est 8 mo with weekly clean (through WastePro)	$3,240.00	$0.00	$3,240.00
2250 Masonry	4100 Block Walls		$270,276.00	$0.00	$270,276.00
2200 Foundation- Concrete	2100 Slab		$139,237.00	$0.00	$139,237.00
TOTAL SLAB			$612,986.00	$0.00	$612,986.00
4150 HVAC	3800 Mechanical - Draw 1 - Rough	Mechanical One	$33,920.00	$0.00	$33,920.00
4300 Electrical	3700 Electrical - Draw 1 - Rough	Mechanical One	$44,964.00	$0.00	$44,964.00
2400 Termite Protection	2410 Termite Shield	Boracare STARK/Arrow per sqft per Tara	$1,194.15	$0.00	$1,194.15
			$0.00	$0.00	$0.00
0000 Sprinkler & Fire Alarm System		do not need	$0.00	$0.00	$0.00
3200 Truss System	3140 Trusses / Floor Joists	CCA Todd	$57,450.00	$0.00	$57,450.00
3300 Framing Labor	3100 Framing	United Contractors	$343,646.00	$0.00	$343,646.00
TOTAL INTERIOR FRAMING			$481,174.15	$0.00	$481,174.15
			$0.00	$0.00	$0.00
3350 Window & Door Supplier	4500 Windows & Entry Door	JBR	$218,964.00	$0.00	$218,964.00
3500 Roofing Turnkey	4010 Roofing	Sunshine Roofing	$205,708.00	$0.00	$205,708.00
3530 Soffit	3530 Soffit / Fascia	Gutter Guy of Treasure Coast 12/12 labor and install pt outriggers (2x4), 1X6 T&G & 1x3 pt fascia	$42,750.00	$0.00	$42,750.00
5260 Stucco	4210 Stucco Package	Shell Systems Stucco 8/9/24 - (building C still needed for EST-$ entered is rough)	$98,799.90	$0.00	$98,799.90
3600 Garage Door	4570 Garage Doors	rick d&d-luxury line,	$25,488.00	$0.00	$25,488.00
TOTAL WINDOWS/ DOORS/ ROOF			$681,708.90	$0.00	$681,708.90
5100 Flooring	Flooring, tile, decking, backsplash	Barry Neal	$241,043.20	$0.00	$241,043.20
4150 HVAC	5800 Mechanical - Draw 2 - Trim	Mechanical One	$33,920.00	$0.00	$33,920.00
4300 Electrical	5850 - Electrical Fixtures	Mechanical One	$28,751.70	$0.00	$28,751.70
4200 Plumbing	3650 Plumbing - Draw 2 - Tubset	Mechanical One	$25,704.00	$0.00	$25,704.00
4450 Insulation	4700 Insulation	Daniel Insulation	$75,537.00	$0.00	$75,537.00
4300 Electrical	5700 Electrical - Draw 2 - Trim	Mechanical One	$29,736.00	$0.00	$29,736.00
6100 Interior Trim & Doors Supplier	6102 Interior Trim Material	ABS	$129,994.19	$0.00	$129,994.19
6200 Interior Trim Labor	4860 Trim Labor	INCLUDED ABOVE	$0.00	$0.00	$0.00
	Inspections	WEINTRAUB	$6,450.00	$0.00	$6,450.00
6300 Painting	4900 Paint Interior / Exterior	L and Jim Painting - per sqft. If upgrade to satin or eggshell finish, add .40/sf	$57,915.74	$0.00	$57,915.74
TOTAL DRYWALL			$828,061.83	$0.00	$828,061.83
Decking	Trex Decking	BFS	$53,172.60	$0.00	$53,172.60
5300 Flat Concrete	6200 Driveway / Sidewalk	Alliance Pavers	$23,624.16	$0.00	$23,624.16
5450 Landscaping	6100 Sod / Plants / Grading	Down2Earth (not including sod-sq ft not on plans)	$83,744.61	$0.00	$83,744.61
5450 Landscaping	6110 Irrigation	Down2Earth	$13,505.25	$0.00	$13,505.25
			$0.00	$0.00	$0.00
4200 Plumbing	5600 Plumbing - Draw 3 - Final	Mechanical One	$79,044.00	$0.00	$79,044.00
4500 Drywall Turnkey	5010 Drywall	Vatos Drywall	$89,166.00	$0.00	$89,166.00
6360 Cabinets Turnkey	5400 Cabinets	Kitchen Art of South Florida	$123,712.00	$0.00	$123,712.00
6430 Countertop	5420 Countertops	Kissa with Kroner USA	$82,031.62	$0.00	$82,031.62
6300 Painting	5920 Paint Final	L&Jim	$17,288.00	$0.00	$17,288.00
6300 Painting	5921 Paint Touch Up	L&Jim	$17,288.00	$0.00	$17,288.00
6650 Specialties	5250 Shelves / Mirrors / Hardware	Everlasting Image	$73,658.99	$0.00	$73,658.99
6650 Specialties	5260 Blinds	Blinds By Jason	$0.00	$0.00	$0.00
			$0.00	$0.00	$0.00
6800 Appliances Supplier	5500 Appliances	Aggressive appliances	$123,382.37	$0.00	$123,382.37
	Gas	Mechanical 1	$19,369.98	$0.00	$19,369.98
6900 Cleaning	6010 Cleans	Road Brothers	$4,918.44	$0.00	$4,918.44
6900 Cleaning	6013 Power Washing	per request (one generally scheduled after trades)	$480.00	$0.00	$480.00
			$0.00	$0.00	$0.00
	Elevators	Southeast Elevators	$201,540.00	$0.00	$201,540.00
	PAVERS-pre con for street pavers	(Alliance Pavers quote for main street pavers)	$156,075.00	$0.00	$156,075.00
	Balcony and Railings	TNT EST	$193,520.00	$0.00	$193,520.00
	Perimeter Walls		$73,680.00	$0.00	$73,680.00

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TOTAL FINAL			**$1,429,201.02**	**$0.00**	**$1,429,201.02**
				$0.00	$0.00
Total Brick & Mortar			**$3,844,131.90**	**$0.00**	**$3,844,131.90**
Permit & Impact Fees		Approx $20,000/Unit	$120,000.00	$ 1,832.90	$118,167.10
HOA Deficit Funding		Approx $2,000/Unit	$12,000.00	0	$12,000.00
Total Vertical Cost			**$3,776,131.90**	**$ 1,832.90**	**$3,774,298.00**
Plans & Design			$3,975.00	$3,975.00	$0.00
Insurance Costs			$60,000.00	$0.00	$60,000.00
Soft Costs			$997.50	$997.50	$0.00
Site Work Permit Renewal			$5,574.32	$5,574.32	$0.00
Total Horizontal Site Work			$790,308.00	$421,297.92	$369,010.08
Site Work Bond			$17,982.09	$17,982.09	$0.00
Vertical Bond	Est. 2% of Total Brick & Mortar		$122,865.00	0	$122,865.00
Total Project Cost (Less contingency & GC Fee)			**$4,777,833.81**	**$451,668.73**	**$4,326,174.08**
GC Fee			**$734,486.63**	**$ 85,051.85**	**$ 688,443.98**
Contigency			**$319,860.79**	**$0.00**	**$319,860.79**
TOTAL TOTAL			**$5,831,980.23**	**$516,711.38**	**$5,315,268.85**

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Exhibit D

Financial Covenants

"**Financial Covenants**" means Borrower and Guarantor shall, at all times, comply with the following: Liquidity shall not be less than $1,500,000.00, which financial covenant shall be calculated on a quarterly basis within 30 days of each fiscal quarter end.

"**Liquidity**" means (a) unencumbered cash and cash equivalents of Borrower and/or Guarantor and/or any affiliate of Borrower and/or Guarantor, as determined by Lender in its sole discretion, and (b) marketable securities of Borrower and/or Guarantor and/or any affiliate of Borrower and/or Guarantor, as determined by Lender in its sole discretion, each valued in accordance with a cash basis accounting method, GAAP (or other principles acceptable to Lender), as determined by Lender in its sole discretion.

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Exhibit E
Multiple Unit Provisions

1. Units. The Property consists of ten (10) lots (each, a "**Unit**"). The total Loan amount shall be allocated across the Units.

2. Partial Release. At any time prior to the Maturity Date, Lender shall, at Borrower's request, issue a partial reconveyance (a "**Partial Release**") from the lien of the Security Instrument of one or more of the Units (a "**Released Property**") that Borrower has proposed to sell or refinance, with Lender's approval; provided, however, that prior to or simultaneously with each such Partial Release all of the following conditions shall be satisfied:

   a. No Default and no Event of Default exists;

   b. Borrower provides Lender at least thirty (30) days' prior to the anticipated closing date of a Released Property Sale or Released Property Financing, a written request for such release together with any documents related thereto (including the sales agreement, or evidence satisfactory to Lender of Borrower entering into a new financing agreement with an unaffiliated, bona fide third party, as applicable);

   c. Lender shall have received any and all sums then due and owing under the Loan Documents together with all escrow, closing and recording costs, the costs of preparing and delivering such Partial Release and the cost of any title insurance endorsements required by Lender;

   d. Lender shall have received evidence satisfactory to Lender that (i) the Released Property to be reconveyed and the portion of the Property which shall remain encumbered by the Security Instrument are each legal parcels lawfully created in compliance with all subdivision laws and ordinances and, at Borrower's sole cost, Lender shall have received any title insurance endorsements to that effect requested by Lender; and (ii) that the portion of the Property which shall remain encumbered by the Security Instrument have the benefit of all utilities, easements, public and/or private streets, covenants, conditions and restrictions as may be necessary, in Lender's sole opinion, for the anticipated development and improvement thereof;

   e. For (A) each Unit (excluding 125 Kings Lane, Fort Pierce, FL 34950 (Lot 9) and 115 Kings Lane, Fort Pierce, FL 34950 (Lot 10)) to be reconveyed, Lender shall have received funds in an amount for each Released Property equal to 115% of par value of the Released Property, as shown below, (B) Lot 9 to be reconveyed, Lender shall have received funds in an amount equal to $1,200,000.00 and (C) Lot 10 to be reconveyed, Borrower must sell Lot 10 to an unaffiliated, bona fide third party, for the avoidance of doubt, that certain Seller Purchase and Sale Agreement dated January 17th 2025 between Borrower and Deborah Phillips Downs is considered a sale to a bona fide third party and will fulfill the release condition for a sale of Lot 10. (the "**Release Price**"):

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Address	Sq Feet	ARV	Allocation %	Allocation $	115%
165 Kings Lane - Lot 5 / Building B - Unit 1	2,186	1,595,780	18.06%	1,158,744.63	1,332,556.32
155 Kings Lane - Lot 6 / Building B - Unit 2	2,082	1,519,860	17.20%	1,103,616.80	1,269,159.32
145 Kings Lane - Lot 7 / Building C - Unit 1	2,146	1,566,580	17.73%	1,137,541.62	1,308,172.86
135 Kings Lane - Lot 8 / Building C - Unit 2	2,082	1,519,860	17.20%	1,103,616.80	1,269,159.32
125 Kings Lane - Lot 9 / Building D - Unit 1	2,243	1,200,000	13.58%	871,356.67	1,200,000.00
215 Kings Lane - Lot 1 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
205 Kings Lane - Lot 2 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
195 Kings Lane - Lot 3 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
185 Kings Lane - Lot 4 / Building A	2,138	359,000	4.06%	260,680.87	299,783.00
115 Kings Lane - Lot 10 / Building D - Unit 2	2,087	-			-
Totals	12,882	8,838,080	100.00%	6,417,600	7,578,180
	Total Invested Equity				
	Total Loan Amount	6,417,600			

Note:
Lot 9 and 10 are excluded from release pricing. Lot 9 release price will be $1.2MM and Lot 10 will be released upon sale without a paydown amount.

(For avoidance of doubt, no Unit may be sold by Borrower unless it is released (and, without limitation, the required payment is made) pursuant to this Exhibit E prior to or concurrently with such sale.)

f. The Partial Release is made either solely in connection with the sale of the Released Property to an unaffiliated, bona fide third party (the "**Released Property Sale**"), or solely in connection with the financing of a new loan for the Released Property, either between Borrower and Lender, or between Borrower and an unaffiliated, bona fide third party ("**Released Property Refinancing**");

g. If requested by Lender, the Borrower shall have entered into a modification of the Security Instrument to attach the correct legal description for the remaining Units in form and substance satisfactory to Lender;

h. The title insurance company insuring the priority of the Security Instrument shall have issued, at Borrower's expense, an endorsement or endorsements to the Lender's title insurance policy obtained in connection with the Loan, insuring the continued priority of the Security Instrument after the Partial Release in addition to such other endorsements as Lender may reasonably request, in each case in form and substance satisfactory to Lender;

i. Borrower shall have provided to Lender any and all documents required for the Partial Release as Lender in its sole discretion shall request, and Lender shall have executed each of the same; and

j. Borrower shall have paid all of Lender's costs and expenses associated with the Partial Release, including attorneys' fees.

3. Application of Release Price. The Release Price received by Lender for each Released Property shall be applied to reduce amounts owing with respect to the Loan in a manner determined by Lender in its sole and absolute discretion until such time that the outstanding balance of the Loan, including without limitation all principal and interest, together with any and all other costs, fees, and expenses have been repaid in full.

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Neither the acceptance of any payment nor the issuance of any partial reconveyance by Lender shall affect Borrower's obligation to repay all amounts owing under the Loan Documents or under the lien of *the* Security Instrument on the remainder of the Property and Improvements which is not reconveyed. Any amounts of the Loan repaid may not be reborrowed.

COPY VIEW

City Commission Regular Meeting - 5:05 PM **13. B.**

Meeting Date: 09/15/2025

Re: Resolution 25-R66 - Interlocal Funding Agreement for Indian River Drive Corridor Improvement Project

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

SUBJECT:

Resolution 25-R66 Entering an Interlocal Funding Agreement Between the FPRA and the City of Fort Pierce for the Indian River Drive Corridor Improvements Project

SUMMARY:

Resolution 25-R66 approves an Interlocal Funding Agreement between the Fort Pierce Redevelopment Agency (FPRA) and the City of Fort Pierce to support the Indian River Drive Corridor Improvements project. The project, extending from Seaway Drive to Marina Way, includes roadway, streetscape, and public infrastructure upgrades consistent with the goals of the Fort Pierce Redevelopment Plan.

The City has secured multiple funding sources for this project, including the Florida Job Growth Infrastructure Grant, infrastructure surtax funds, and road impact fees. The FPRA has committed to contribute up to $3,000,000 toward the project. The Interlocal Funding Agreement ensures coordination between the City and FPRA and outlines the terms of the FPRA contribution.

RECOMMENDATION:

Approve Resolution 25-R66

ALTERNATIVES:

Deny or amend Resolution 25-R66

RESPONSIBLE STAFF:

Shyanne Harnage, Community and Economic Development Director

COORDINATED WITH:

Engineering
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

There is no city funding associated with this Interlocal Funding Agreement. The Agreement outlines the FPRA's contribution of up to $3,000,000 toward the Indian River Drive Corridor Improvements Project. The City's funding sources for the project will be approved separately in connection with the construction contract.

Attachments

Resolution 25-R66
Interlocal Funding Agreement
RLS Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	09/04/2025 12:42 PM
City Manager	Richard Chess	09/04/2025 02:15 PM
Form Started By: Shyanne Harnage		Started On: 08/27/2025 03:07 PM
Final Approval Date: 09/04/2025		

RESOLUTION NO. 25-R66

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **ENTERING AN INTERLOCAL FUNDING AGREEMENT BETWEEN THE FPRA AND THE CITY OF FORT PIERCE FOR THE INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS PROJECT**; PROVIDING FINDINGS; PROVIDING AUTHORIZATION; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida legislature enacted the Community Redevelopment Act of 1969 (Chapter 163, Part III, Florida Statutes), in order to provide certain redevelopment powers to eligible municipalities; and

WHEREAS, the Fort Pierce Redevelopment Agency (the "FPRA") was established by the City of Fort Pierce Ordinance H-239 in 1982 to rehabilitate, conserve, and redevelop slums and blighted areas of the City; and

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorizes public agencies to enter into interlocal agreements to jointly exercise powers and responsibilities they share in common; and

WHEREAS, Sections 163.370 and 163.387, Florida Statutes, authorize the FPRA to expend redevelopment trust funds for infrastructure improvements within the redevelopment area in accordance with the adopted redevelopment plan; and

WHEREAS, on August 17, 2020, the Fort Pierce Redevelopment Plan (the "Plan") was adopted by the City of Fort Pierce Ordinance 20-019; and

WHEREAS, the Plan identifies public infrastructure and streetscape improvements as key objectives to eliminate blight, improve connectivity, enhance the pedestrian environment, and stimulate economic activity, particularly along key gateway corridors; and

WHEREAS, the City of Fort Pierce ("City") is undertaking the Indian River Drive Corridor Improvements project (the "Project"), encompassing roadway, streetscape, and associated public infrastructure improvements between Seaway Drive and Marina Way, which are consistent with and advance the goals and objectives of the Redevelopment Plan; and

WHEREAS, the City issued the construction bid for the Project on February 19, 2025 and awarded the contract on July 21, 2025 to Ferreira Construction Company; and

WHEREAS, the Project will be funded through a combination of the Florida Job Growth Infrastructure Grant, infrastructure surtax funds, road impact fees, and an FPRA contribution not to exceed $3,000,000; and

WHEREAS, the FPRA has found that entering into an Interlocal Funding Agreement with the City for the Project serves a valid public purpose, is consistent with the Redevelopment Plan, and is in the best interest of the redevelopment area; and

WHEREAS, the FPRA approved its entrance into this Agreement on September 9, 2025.

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

SECTION 1. The foregoing recitals are hereby adopted and incorporated as the findings of the City.

SECTION 2. The City hereby approves the Interlocal Funding Agreement between the FPRA and the City of Fort Pierce for the Indian River Drive Corridor Improvements project, attached hereto as Exhibit “A,” and authorizes the Mayor to execute the Agreement on behalf of the City.

SECTION 3. The City Manager and City Attorney are hereby authorized to take all actions and execute all documents necessary to carry out the purposes of this Resolution.

SECTION 4. All resolutions or parts of a resolution in conflict herewith are hereby repealed.

SECTION 5. The provisions of this Resolution are declared to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

SECTION 6. This Resolution shall take effect upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this _____ day of _____, 2025.

_____
Linda Hudson, Mayor
Commissioner

ATTEST

_____
Linda Cox, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sara Hedges, City Attorney

INTERLOCAL FUNDING AGREEMENT

FOR THE INDIAN RIVER DRIVE CORRIDOR PROJECT

BETWEEN THE CITY OF FORT PIERCE, FLORIDA

AND THE FORT PIERCE REDEVELOPMENT AGENCY

This Interlocal Funding Agreement (the "Agreement") is made and entered into as of this ____ day of _____2025, by and between the CITY OF FORT PIERCE, a Florida municipal corporation (the "City "), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA").

WITNESSETH

WHEREAS, the City and the FPRA are authorized under Section 163.01, Florida Statutes, to enter into interlocal agreements to jointly exercise shared powers; and

WHEREAS, pursuant to Sections 163.370 and 163.387, Florida Statutes, the FPRA may expend redevelopment trust funds for infrastructure improvements supporting the agency's goals; and

WHEREAS, the FPRA was established by the City of Fort Pierce to revitalize both the physical and economic environment of the redevelopment area, counteract blight, encourage public and private investment, sustain an authentic and pedestrian-friendly historic character, and capitalize on the waterfront location and community character of Fort Pierce; and

WHEREAS, the City and the FPRA seek to improve infrastructure along Indian River Drive, a key corridor within the City and the FPRA, by promoting connectivity, public safety, economic vitality, and enhanced aesthetic appeal; and

WHEREAS, the City issued a construction bid for improvements to Indian River Drive (Bid No. 2025-019) on February 19, 2025 and awarded the contract to Ferriera Construction Co. Inc. on July 21, 2025; and

WHEREAS, funding for the improvements to Indian River Drive (the "project") is drawn from multiple sources, including the Florida Job Growth Infrastructure Grant, infrastructure surtax funds, road impact fees, and FPRA funds not to exceed $3,000,000; and

WHEREAS, the FPRA has budgeted a contribution of $3,000,000 to the project; and

WHEREAS, the City will execute contracts and lead project delivery, while the FPRA will provide funding in support of redevelopment goals along Indian River Drive.

NOW, THEREFORE, in consideration of their mutual promises made herein, the parties agree as follows:

1. **Incorporation of Recitals.** The above set forth recitals are hereby incorporated into the terms of this Agreement.
2. **Scope of Project.** The scope of the project includes improvements to streetscape, roadway, and associated public infrastructure along Indian River Drive (Seaway Drive to Marina Way) that will be detailed in the project plans.
3. **Lead Agency.** The City shall manage all aspects of the project including procurement, contracting, construction administration, inspections, and final acceptance.
4. **FPRA Contribution.** The FPRA shall contribute an amount not to exceed $3,000,000 toward eligible costs including design, permitting, construction, and contingency expenses aligned with the FPRA's goals.
5. **Payment.** The City shall provide invoices to the FPRA when costs are incurred for the project, identifying the requested contribution from the FPRA. The FPRA will provide payment to the City upon review that the invoice meets the FPRA's funding abilities.
6. **Reporting.** The City shall provide the FPRA with a final close-out report within sixty (60) days of project completion, documenting all expenditures and certifying that FPRA funds were expended solely for eligible purposes consistent with the Redevelopment Plan.
7. **No Changes.** Any requests to increase the FPRA's contribution or materially alter the scope of the project will require prior approval by the FPRA Board and be memorialized in a written amendment to this Agreement.
8. **Term.** The term of this Agreement begins when on the date the Agreement is recorded with the Clerk of Court for St. Lucie County and ends upon the project completion date as denoted on the Notice to Proceed to the contractor, unless extended in writing.

9. **Notices.** All notices, requests, demands, and other communications which are required or may be given under this Agreement shall be in writing.
10. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the venue of any proceeding shall be in St. Lucie County, Florida.
12. **Records & Audit.** The City shall retain all financial and project records in compliance with Chapter 119, Florida Statutes.
13. **Filing**. In accordance with Section 163.01(11), the City will file this Agreement with the Clerk of Court for St. Lucie County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and their signatures to be affixed hereto.

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

ATTEST:

FORT PIERCE REDEVELOPMENT AGENCY:

_____
Linda Cox, City Clerk

_____
Linda Hudson, Chair

_____
Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, Agency Attorney

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AWILDA COLON, REDEVELOPMENT ASSISTANT, COMMUNITY AND ECONOMIC DEV

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: REVIEW DRAFT INTERLOCAL FUNDING AGREEMENT AS TO FORM AND CORRECTNESS

CAO RLS FILE: 25-281

DATE: AUGUST 27, 2025

I have reviewed the request for legal services (RLS) related to the Interlocal Funding Agreement between the FPRA and the City for the Indian River Drive corridor project as well as the Resolution entering into this Agreement for the FPRA. Attached to the RLS are redlined drafts and clean copies of the Agreement and Resolution. A Resolution was also prepared for the City Commission and is attached. The clean copies of the Agreement and Resolutions are approved as to form and correctness.

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

Thank you.

City Commission Regular Meeting - 5:05 PM **13. C.**

Meeting Date: 09/15/2025

Re: Canvassing Board

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 25-R68 establishing a Canvassing Board for the Fort Pierce Special Election

SUMMARY:

St. Lucie County Supervisor of Elections conducts the elections on behalf of the City of Fort Pierce and has requested that the City appoint a Canvassing Board to canvass the returns of the special election and run-off election consistent with Florida Election Code.

RECOMMENDATION:

Adopt resolution.

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Sara Hedges, City Attorney

Attachments

25-R68

Canvassing Board Schedule

Form Review

Form Started By: Linda Cox Started On: 09/04/2025 02:22 PM

Final Approval Date: 09/04/2025

RESOLUTION NO. 25-R68

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ESTABLISHING MEMBERS OF THE CANVASSING BOARD FOR THE FORT PIERCE SPECIAL ELECTION AND RUN-OFF ELECTION**; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Fort Pierce, Florida adopted Resolution 25-R57 on August 4, 2025 which established a special election pursuant to Article III, Section 28 and Article VI, Section 52(h) of the City Charter to be held on November 4, 2025, and a run-off election to be held on January 13, 2026, if needed, for the purpose of filling the vacancy of City Commissioner, District 2, Seat 2; and

WHEREAS, the St. Lucie County Supervisor of Elections conducts the elections on behalf of the City of Fort Pierce and has requested that the City appoint a Canvassing Board to canvass the returns of the special election and run-off election consistent with Florida Election Code.

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

SECTION 1. The that City Commission hereby appoints the following members as the Canvassing Board for the City of Fort Pierce Special Election and Run-off Election:

- Gertrude Walker, Supervisor of Elections
- Linda W. Cox, City Clerk
- _____, Mayor or Commissioner

SECTION 2. That the City Commission hereby appoints the following members as alternates to the Canvassing Board for the City of Fort Pierce Special Election and Run-off Election:

- Tina Rel, Assistant City Clerk as an alternate for City Clerk
- _____ as alternate for _____, Mayor or Commissioner

SECTION 3. This Resolution shall be effective immediately upon final adoption by the City Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 15th day of September, 2025.

_____
Linda Hudson, Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

APPROVED AS TO FORM
AND CORRECTNESS

_____
Sara K. Hedges, City Attorney

PUBLIC NOTICE

CANVASSING BOARD AND L&A SCHEDULE

CITY OF FORT PIERCE SPECIAL ELECTION – November 4, 2025

The following is the *tentative* schedule of meetings for the City of Fort Pierce Special Election for City Commissioner, District 2, Seat 2. All meetings will be held at the Supervisor of Elections Election Center, 4132 Okeechobee Road, Fort Pierce. Anyone who would like to speak during the public comment period, or provide documents to the canvassing board to review, must complete the Public Comment form during sign-in at the meeting and submit it to the receptionist at the Election Center.

Notice is hereby given that pursuant to Florida Statutes 101.572 and 101.5614, a candidate, a political party official or a political committee official or a designee thereof may review ballot materials by completing the Request to Review Ballot Materials and Affidavit form. The form must be submitted to the Supervisor of Elections office 48 hours prior to the applicable meeting date to permit access. To obtain a form or for additional information, please email elections@slcelections.com**.**

CANVASSING BOARD MEMBERS	CANVASSING BOARD ALTERNATES
TO BE NAMED, City Commissioner (Chair)	TO BE NAMED
TO BE NAMED, City Clerk	TO BE NAMED
Hon. Gertrude Walker, Supervisor of Elections	TO BE NAMED

*** Monday, October 20, 2025 — 8:00 am:** Canvassing Board Orientation. Immediately following, convene for Logic and Accuracy Pre-Test of voting equipment pursuant to §101.5612, F.S. – not more than 25 days prior to beginning of early voting (statutory earliest date is September 30, 2025). Conduct other canvassing board business as necessary.

**** Tuesday, October 28, 2025 — 10:00 am:** Pre-scanning of Early Voting ballots in anticipation of recount or audit.

**** Friday, October 31, 2025 — 10:00 am:** Pre-scanning of Early Voting ballots in anticipation of recount or audit.

**** Monday, November 3, 2025 — 8:00 am:** Pre-scanning of Early Voting ballots in anticipation of recount or audit.

*** ‡ Tuesday, November 4, 2025 — 3:00 pm:** Reconvene for second L&A if necessary. Immediately following, Canvass of VBM ballots. Pre-scanning of ballots in anticipation of recount or audit.

**** Wednesday, November 5, 2025 — 8:00 am:** Pre-scanning of Election Day ballots in anticipation of recount or audit.

*** ‡ Thursday, November 6, 2025 — 4:00 pm:** Canvass Provisional ballots and Signature Cure Affidavits pursuant to §1 01.048, F.S. – no later than 5:00 pm on the 2nd day after any election. Conduct other canvassing board business as necessary.

*** Friday, November 7, 2025 — 9:00 am:** Submit Unofficial Results certificates (if not completed on November 6, 2025) pursuant to §102.141, F.S. – by noon on the 3rd day following the election (statutory deadline is November 7, 2025)

*** Monday, November 10, 2025 — 10:00 am:** Submit Official Results certificates (if not completed on November 6, 2025) pursuant to §102.112, F.S. – by noon on the 8th day following the election (statutory deadline is November 12, 2025)

*** Monday, November 17, 2025 — 10:00 am: C**omplete the voting system audit and make public the results unless manual recount undertaken pursuant to §102.166, F.S. §101.591, F.S.; Rule 1S-5.026, F.A.C. – no later than 11:59 p.m. on the 7th day following certification of the election by the county canvassing board (statutory deadline is September x, 20xx)

* Meeting dates are subject to change — please visit www.slcelections.com for updates to schedule.

** All ballots are scanned into Clear Ballot, state certified independent audit system as required by Rule 1S-5.026 and §101.591, F.S.

‡ Public inspection of vote-by-mail ballot certificates and signature verification one hour prior to the canvassing board meeting

Tentative Schedule in the Event of a Machine or Manual Recount

NO MEETINGS UNLESS NOTIFIED

Friday, November 7, 2025 — Statutory deadline for county canvassing boards to submit 1st Unofficial Results to the Department of State pursuant to §102.141, F.S. – no later than noon on the 3rd day after a primary election. Reconvene for Logic and Accuracy Pre-Test of voting equipment pursuant to §101.5612, F.S. and conduct machine recount if ordered pursuant to §102.141, F.S.

- As soon thereafter (receipt of 1st Unofficial Results), machine recount is ordered by city canvassing board or Department of State, as applicable, if 1st Unofficial Results for any primary election contest indicates candidate was defeated or eliminated or judicial candidate was retained or not retained or measure was approved or not approved by ½ of 1% unless candidate requests recount not be made pursuant to §102.141, F.S. – machine recount is ordered as soon after 1st Unofficial Results show threshold is triggered.

Sunday, November 9, 2025 — Statutory deadline for county canvassing boards to file 2nd Unofficial Results to the Department of State, only if machine recount was conducted pursuant to §102.141, F.S. – no later than 3:00 pm of the 5th day after a primary election. Manual recount will immediately follow the completion of machine recount if needed pursuant to §102.166, F.S.

- As soon thereafter (receipt of 2nd Unofficial Results), manual recount is ordered by county canvassing board or Department of State, as applicable, if 2nd Unofficial Results for a primary election contest indicate candidate was defeated or eliminated or judicial candidate was retained or not retained or measure was approved or not approved by ¼ of 1% unless candidate requests recount not be made or number of overvotes and undervotes is fewer than number needed to change outcome of election pursuant to §102.166, F.S. – manual recount is ordered only if 2nd Unofficial Results show threshold is triggered.

All Canvassing Board meetings will be held at the
Supervisor of Elections Office and are open to the public.
4132 Okeechobee Road, Fort Pierce, FL 34947

If it becomes necessary for the canvassing board to suspend or recess a meeting publicly noticed for a period lasting more than 60 minutes, a notice will be posted at www.slcelections.com with the anticipated time and date at which the board expects to reconvene. If the board does not reconvene at the specified time, the board will provide at least 2 hours' notice, which will be posted on www.slcelections.com before reconvening.

Section 101.68(2)(c)4, Florida Statutes, provides if any elector or candidate present believes that a VBM ballot is illegal due to a defect apparent on the voter's certificate or the cure affidavit, he or she may, at any time before the ballot is removed from the envelope, file with the canvassing board a protest against the canvass of that ballot, specifying the precinct, the ballot, and the reason he or she believes the ballot to be illegal. A challenge based upon a defect in the voter's certificate or cure affidavit may not be accepted after the ballot has been removed from the mailing envelope.

In accordance with the Sunshine Laws of Florida, all canvassing board meetings are open to the public. Anyone with a disability requiring accommodation to attend this meeting should contact the St. Lucie County Risk Manager at 772-462-1783 or TDD 772-462-1429/8.

If any person decides to appeal any decision made with respect to any matter considered at the meetings or hearings of any board, committee, commission, agency, council or advisory group, that person will need a record of the proceedings and that, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record should include the testimony and

evidence upon which the appeal is to be based. Upon the request of any party to the proceedings, individuals testifying during a hearing will be sworn in. Any party to the proceeding will be granted an opportunity to cross-examine any individual testifying during a hearing upon request.

City Commission Regular Meeting - 5:05 PM **13. D.**

Meeting Date: 09/15/2025

Re: City of Fort Pierce Comprehensive Safety Action Plan

Submitted For: Selena Griffett, Project Engineer, Engineering

SUBJECT:

Resolution 25-R69 accepting and adopting the City of Fort Pierce Comprehensive Safety Action Plan

SUMMARY:

On August 8, 2022 the City Commission approved the staff request to pursue United States Department of Transportation (USDOT) Safe Streets and Roads for All (SS4A) Discretionary Grant funding. On January 31, 2023 the City was notified that $240,000 of the SS4A funds were awarded to the City of Fort Pierce to develop a Comprehensive Safety Action Plan (CSAP).

The City contracted with Kimley Horn and Associates to develop and create the CSAP. Various interagency and public meetings were held between July 2024 and April 2025 to aid in the development of the Plan. The goal of the plan is to reduce or eliminate serious injuries and fatalities on our transportation system.

At the City Commission meeting on June 9, 2025 staff presented the draft Comprehensive Safety Action Plan to the City Commission.

Per our agreement with the USDOT, the City must adopt the Comprehensive Safety Action Plan by September 26, 2025.

RECOMMENDATION:

Staff recommends acceptance and adoption of the Comprehensive Safety Action Plan.

ALTERNATIVES:

Do not accept the Comprehensive Safety Action Plan

RESPONSIBLE STAFF:

Selena Griffett, P.E.
Mark Zrallack, P.E.

COORDINATED WITH:

FDOT, TPO, Kimley Horn, FHWA, St Lucie County Fire District, St. Lucie County Area Regional Transit, St. Lucie County Schools

Fiscal Impact

OTHER INFORMATION:
Not identified at this time.

Attachments

CAO Memo 09032025
Resolution of Adoption 09032025
Presentation
Final CSAP

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	09/04/2025 02:15 PM

Form Started By: Selena Griffett
Started On: 08/28/2025 02:20 PM
Final Approval Date: 09/04/2025

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SELENA GRIFFETT, PROJECT ENGINEER, ENGINEERING

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

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: RESOLUTION OF SUPPORT OF COMPREHENSIVE SAFETY ACTION PLAN

CAO RLS#: 25-291

DATE: SEPTEMBER 3, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Resolution for the approval and adoption of the city's Comprehensive Safety Action Plan for review and approval by the U.S. Department of Transportation. Please note the following comments:

1. I drafted a clean version of the Resolution which the Department can use as a template for future agenda items.
2. Reminder: as noted in the Resolution, the Action Plan Grant Agreement requires the Comprehensive Safety Action Plan to be made publicly available, and the final version published on a publicly available website.
3. Based on the comments above, **the Resolution is approved as to form and correctness**.

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

RESOLUTION NO. 25-RXX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA **APPROVING AND ADOPTING THE COMPREHENSIVE SAFETY ACTION PLAN** FOR SUBMISSION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FOR REVIEW AND APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the U.S. Department of Transportation selected and awarded the City of Fort Pierce a Safe Streets and Roads for All (“SS4A”) Action Plan Grant pursuant to Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL") in the amount of two hundred and forty thousand dollars ($240,000)(hereinafter referred to as the “Action Plan Grant Agreement”); and

WHEREAS, SS4A Action Plan Grants assist communities that do not currently have a roadway safety plan in place to reduce roadway fatalities, laying the groundwork for a comprehensive set of actions. It also provides funding to communities that want to build upon an existing roadway safety plan; and

WHEREAS, pursuant to the Action Plan Grant Agreement, the City of Fort Pierce has completed a Comprehensive Safety Action Plan that encompasses projects, policies, and programs committed to reducing and eliminating transportation related serious injuries and fatalities; and

WHEREAS, pursuant to the Action Plan Grant Agreement, the City of Fort Pierce must adopt its Comprehensive Safety Action Plan by September 26, 2025; and

WHEREAS, pursuant to the Action Plan Grant Agreement, the City has made the Comprehensive Safety Action Plan publicly available, and will publish the final version of the Comprehensive Safety Action Plan on a publicly available website; and

WHEREAS, the City Commission deems it is in the best interest of the public to submit the Comprehensive Safety Action Plan for review and approval.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA THAT:

Section 1: The City Commission of the City of Fort Pierce hereby approves and adopts the Comprehensive Safety Action Plan, attached as Exhibit "A", for submission to the United States Department of Transportation for review and approval.

Section 2: This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 15th day of September 2025.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
Sara Hedges, City Attorney

City of Fort Pierce
Comprehensive Safety Action Plan
Safe Streets and Roads for All

TARGET ZERO
FATALITIES & SERIOUS INJURIES

FORT PIERCE, FL
THE SUNRISE CITY

City of Fort Pierce
City Commission
September 15, 2025

City of Fort Pierce
Comprehensive Safety Action Plan
Milestones

- 2022 the US DOT announced the Safe Streets and Roads for All Discretionary Grant (SS4A).
- Goal is to eliminate or reduce fatal and serious injuries on our transportation systems.
- January 2023 the City was notified of an award of $240,000 in an SS4A Grant to create a Comprehensive Safety Action Plan (CSAP).
- June 2025 staff presented the Draft Comprehensive Safety Action Plan to the City Commission.
- The CSAP is intended to be like the City's Comprehensive Plan. An interactive website is in development and will provide data related to the CSAP for public reference.
- Recommendations within the CSAP include Policies, Programs, and Projects.

City of Fort Pierce
Comprehensive Safety Action Plan
Policy Recommendations

- **Establish a Vision Zero/Target Zero Task Force** – including city staff, regional partners, community members.
- **Design Streets for Safety** – update standards to expand the flexibility and safety focus for street design and operations.
- **Create Comprehensive Speed Management Policy** – prioritizing speed management investments where they are needed most.
- **Update Comprehensive Plan** – update to include current traffic safety needs and desired outcomes in Fort Pierce to include in the transportation element of Comprehensive Plan.
- **Publish Annual Safety Report** – track progress of implementation activities.
- **Collect and Analyze Data for Target Outcomes** – using a data driven approach to track successes.

City of Fort Pierce
Comprehensive Safety Action Plan
Program Recommendations

- **Federal and State Traffic Safety Programs** – adopt approved programs that promote and facilitate safety improvements.
- **Targeted Enforcement** – focus enforcement activities in accident heavy areas.
- **Annual Safety Marketing Campaign** – opportunity to be proactive, promote shared responsibility, provide redundancy, transparency, and accountability.
- **Annual Safety Award Program** – recognize individuals and project successes.
- **Post-Crash Care** – enhance on-site care resources to increase survivability; create a safe working environment for first responders.

City of Fort Pierce
Comprehensive Safety Action Plan
Project Recommendations

- **Use Data Driven Approach –** use the High Injury Network map (HIN).

- **Regional Coordination** – include FDOT and St. Lucie County, all regional partners.

- **FHWA Proven Safety Countermeasures (PSC) –** generally “low cost”; 28 countermeasures and strategies organized into five main focus areas:
  - Speed Management
  - Intersections
  - Roadway Departures
  - Pedestrian/Bicyclist Safety
  - Crosscutting Strategies

- **Project Priorities** – 20 projects identified.

City of Fort Pierce
Comprehensive Safety Action Plan
Project Recommendations

20 Prioritized Projects

7 Roads owned by FDOT

3 Roads owned by St. Lucie County

5 Roads owned by City of Fort Pierce

5 Roads under Interlocal Agreements

The City cannot lead on roadways we do not own, but we can coordinate!

City of Fort Pierce
Comprehensive Safety Action Plan
Final Steps

Per the agreement with US DOT the city must adopt the Comprehensive Safety Action Plan by September 26, 2025.

Thank you!

Questions/Discussion

CITY OF FORT PIERCE

Comprehensive Safety Action Plan

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Appendices

Appendix A: Map ID Ranking Table & Project Summary Sheets
Appendix B: Community Input Summary
Appendix C: Safety Assessment
Appendix D: Safety Scorecard Template
Appendix E: High Injury Network Analysis
Appendix F: Countermeasures Matrix

01 PLAN OVERVIEW

WHAT IS OUR COMMITMENT TO CREATING A SAFER TRANSPORTATION SYSTEM?

The City of Fort Pierce is committed to eliminating transportation-related serious injuries and fatalities. This plan is developed to make significant progress towards this goal.

On average, there have been 34 serious injury and fatal crashes a year over the past six years. This translates to an average of over three serious injury and fatal crashes a month over the past six years.

Additionally, these severe crashes create a significant cost burden on the community. Annually serious injury and fatal crashes cost the community $148 million (or $405,000 per day) while accounting for just 1.5% of all crashes in the city. Focusing on eliminating the most severe crashes will save lives and money.

The Fort Pierce Comprehensive Safety Action Plan (CSAP) acknowledges that the transportation system that generates these outcomes is the result of decades of investment in development patterns and transportation infrastructure. The work and investment needed to eliminate the most severe crashes will take years.

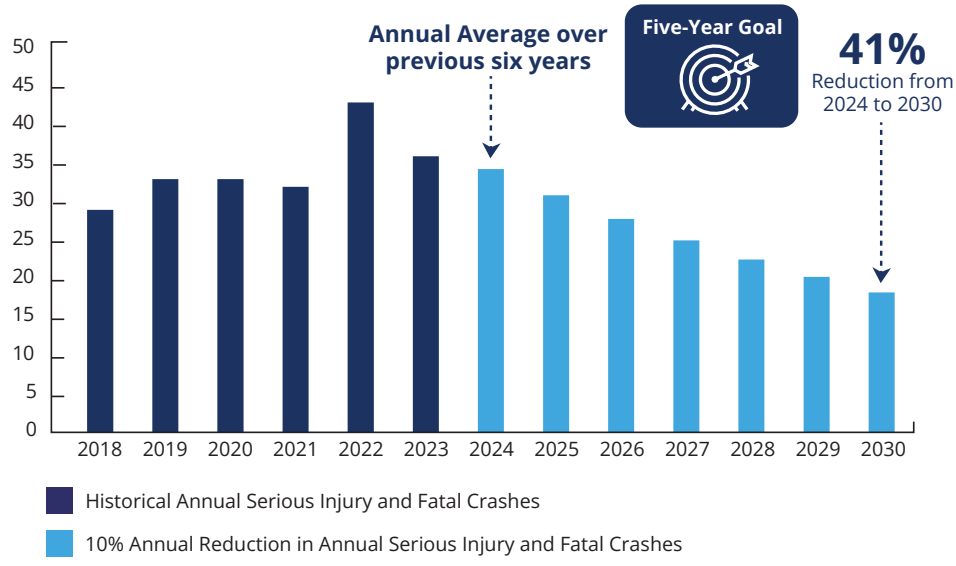
To this end, the City commits to a short-term goal of reducing serious injury and fatal crashes by 41% over the next five years. This goal represents a commitment to reduce serious injury and fatal crashes by 10% a year over the next five years.

The City's long-term goal is to eliminate serious injury and fatal crashes. This goal represents a commitment to achieving vision zero in alignment with St. Lucie Transportation Planning Organization (TPO) and the Florida Department of Transportation (FDOT) safety goals to eliminate serious injury and fatal crashes.

This plan establishes a shared vision for how people travel safely in the city. To realize this vision, the plan outlines specific actions to be implemented over time. It will also require a multi-faceted approach, consistent funding, and leadership to save lives.

The chart below illustrates City's short-term commitment and vision.

Annual Serious Injury and Fatal Crash Trend Goal



HOW WILL WE MEASURE PROGRESS?

This plan outlines a way forward with attainable goals to improve transportation safety in Fort Pierce. The goals for this plan were developed by combining a data driven approach to understanding transportation safety trends with community input. And they provide the lens through which future decisions should be made to make it safer to travel in the city. When implemented, the plan will create these key outcomes:

GOAL	WHAT IS THE CHALLENGE?	WHAT DID THE COMMUNITY SAY?	WHAT DOES SUCCESS LOOK LIKE?	Overall Goal
Save lives with slower vehicle speeds	78% of fatal crashes in Fort Pierce occur on streets with speed limits of 35 mph or higher.	Residents repeatedly voiced concerns about drivers speeding in the city.	When crashes occur, they don't result in serious injury or death.	**Eliminate serious injury and fatal crashes**
Design safer streets	Street design influences crash severity. 72% of serious injury and fatal crashes in the city occur on major roads.	Residents asked for more street designs that make it easier to travel along streets or cross intersections.	People driving drive at or below the posted speed limit, yield to people crossing the street, and follow the rules of the road.	
Coordinate regional implementation	46% of the serious injury and fatal crashes in Fort Pierce occur on FDOT roadways and 12% occur on St. Lucie County roadways.	Residents regularly shared major roads are the areas they feel most unsafe, and represent barriers between neighborhoods.	The City of Fort Pierce commits to facilitating regional coordintion and partnerships in tackling fatal and serious injury crashes in Fort Pierce.	
Create culture of safety leadership and accountability	46% of the serious injury and fatal crashes in Fort Pierce occur on FDOT roadways and 12% occur on St. Lucie County roadways.	Many people expressed a desire for action in their neighborhoods and see regular and consistent improvements.	Elected officials and department leaders are regularly providing updates and prioritizing investments annually forsafety projects, programs, and policy changes.	
Protect the most vulnerable road users	29% of serious injury and fatal crashes in Fort Pierce involve people walking and biking, yet they account for just 4% of all trips in the city. People outside of vehicles are more vulnerable when involved in crashes.	Many people shared they feel unsafe walking and biking in the city, and shared they would walk and bike more if they felt safer and more protected when doing so.	Comfortable and safe feeling sidewalks and bikeways are built, particularly along major roads to separate people walking and biking from fast moving vehicles.	
Foster a culture of safe travel	Several of the top contributing factors to serious injury and fatal crashes are the result of inattention to safe behaviors, such as aggressive driving, speeding, distracted driving, and impaired driving.	Residents shared a desire for an increase in traffic enforcement and education campaigns to curb dangerous travel decisions.	Safety enforcement activities and educational programs are conducted regularly to promote safe travel behavior.	

SS4A PROGRAM

This project is funded by the City of Fort Pierce and United States Department of Transportation (USDOT) Safe Streets For All (SS4A) grant program. The *Infrastructure Investment and Jobs Act* (IIJA) established the discretionary grant program with $5 billion in appropriated funds through fiscal years 2022 to 2026.

The purpose of the program is to reduce and eliminate serious injuries and fatalities on the nation's roadways. This approach supports USDOT's larger *National Roadway Safety Strategy*.

There are two types of grants under the SS4A program. Planning and Demonstration grants provide funding for safety action plans (like this plan for Fort Pierce) and pilot projects to test and measure smaller safety projects. Implementation grants are larger grants to fund projects and programs identified in a safety action plan. With the completion of this plan, the city is eligible to apply for SS4A Implementation grants.

Lastly, the SS4A program requires that specific topics be addressed as part of the safety action plan development. This plan satisfies the requirements for SS4A action plans.

Safe Systems Approach

USDOT has adopted a *Safe Systems Approach* to transportation safety. It works by building and reinforcing multiple layers of protection to both prevent crashes from happening in the first place and minimize the harm caused to those involved when crashes do occur.

The *Fort Pierce Comprehensive Safety Action Plan* (CSAP) uses a *Safe Systems Approach* to identify projects, policies, and programs to improve transportation safety in the city.

The *Safe Systems Approach* principles are:

- Death and Serious Injuries are Unacceptable.
- Humans Make Mistakes.
- Humans Are Vulnerable.
- Responsibility is Shared.
- Safety is Proactive.
- Redundancy is Crucial.

These principles and proven industry countermeasures were used as criteria (in addition to safety data analysis and community input) to develop the recommendations for this plan. By combining industry standards and proven countermeasures with community priorities and safety trends, this plan represents a unique strategy to address local priorities and save lives.

NEEDS AND TRENDS

This plan uses a data driven approach to identify transportation safety needs and trends in Fort Pierce. The findings from the safety assessment were used to identify performance measures to track safety outcomes overtime, as well as develop the recommendations for this plan. The key metrics are highlighted here. The full safety analysis can be found in *Appendix C: Safety Assessment*.

Traffic Crashes are a Persistent Trend in Fort Pierce.

The goal of the Comprehensive Safety Action Plan is to reduce crashes, particularly those that result in serious injuries and death.

By any type of crash severity, crashes are a persistent and regular part of daily life in Fort Pierce. Over the past six years, there have been an average of six crashes per day. Over the same time frame, there was an average of 3.6 serious injury and fatal crashes every month.

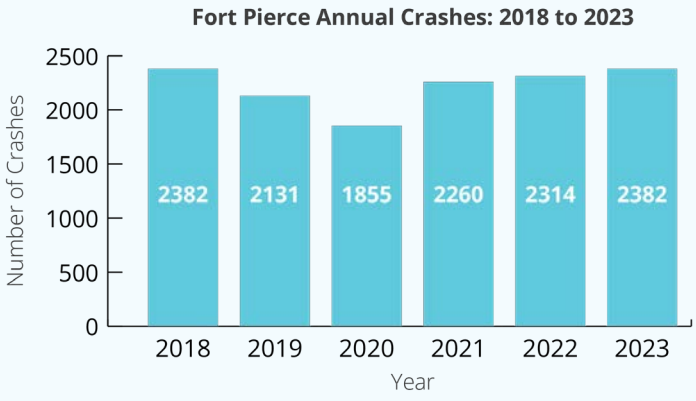
6

Average number of crashes per day over past six years.

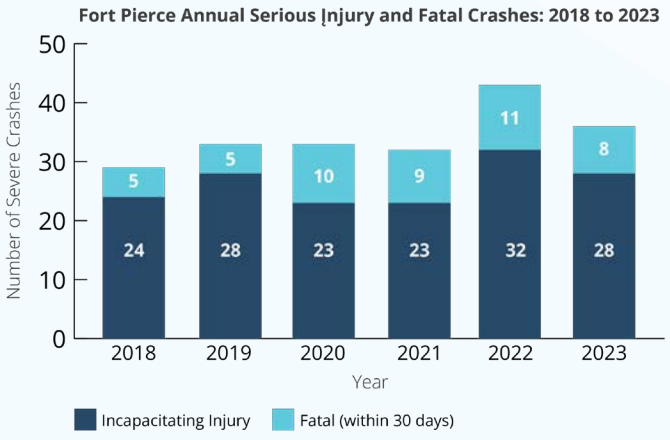
3.6

Average number of serious injury and fatal crashes every month over past six years.

Fort Pierce Annual Crashes (2018-2023)



Fort Pierce Annual Serious Injury and Fatal Crashes (2018 to 2023)



Severe and Fatal Crashes Cost Lives and Money.

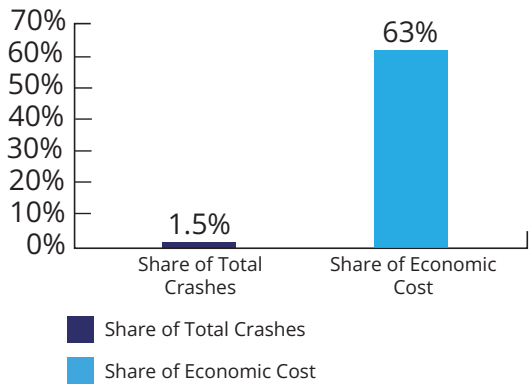
Vehicles can be repaired or replaced. People that lose their lives cannot. Additionally, those experiencing severe injuries are not able to return to normal life, resulting in loss of ability to work and care for themselves.

These types of crashes have both individual and community costs.

In Fort Pierce, serious injury and fatal crashes account for 1.5% of all crashes and 63% of the economic cost of all crashes. Over the past six years, the economic cost of serious injury and fatal crashes has been $888 million. This translates to an average daily cost of $405,000.

Focusing on serious injury and fatal crashes will save lives and money.

Serious Injury and Fatal Crashes: Share of Total Crashes vs. Share of Economic Cost



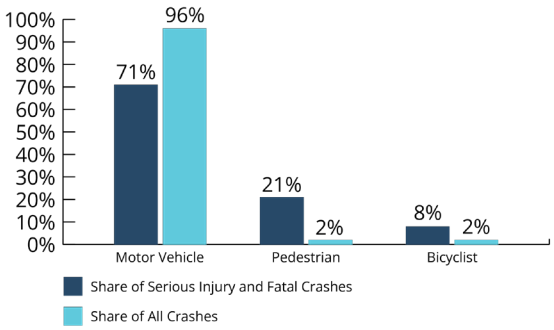
How You Choose To Travel in Fort Pierce Impacts Your Safety.

Most serious injury and fatal crashes in Fort Pierce are people driving crashing into other people driving. However, people walking and biking are disproportionately involved in serious injury and fatal crashes.

Despite accounting for 4% of all crashes, walking and biking are nearly 30% of all serious injury and fatal crashes.

These facts highlight the need to focus on slowing drivers down and protecting those more vulnerable to serious injuries and fatalities.

Share of Serious Injury and Fatal Crashes vs Share of all Crashes by Mode

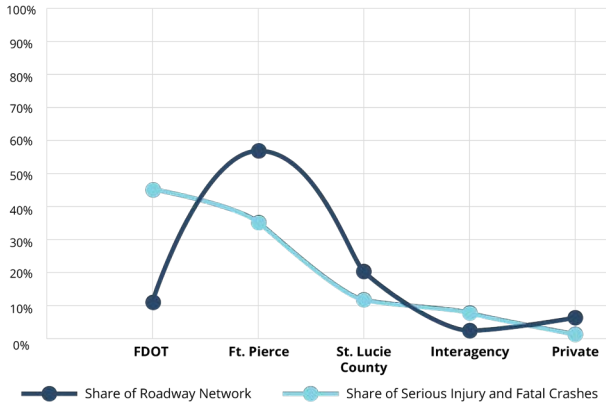


Working with Regional Partners is Key to Reducing and Eliminating Serious Injury and Fatal Crashes in Fort Pierce.

Only 36% of the serious injury and fatal crashes in Fort Pierce occur on roads the city owns. 46% of the serious injury and fatal crashes occur on Florida Department of Transportation n (FDOT) roadways and 12% occur on St. Lucie County roadways.

Coordination with the state and county is needed to reduce and eliminate the most severe crashes in Fort Pierce.

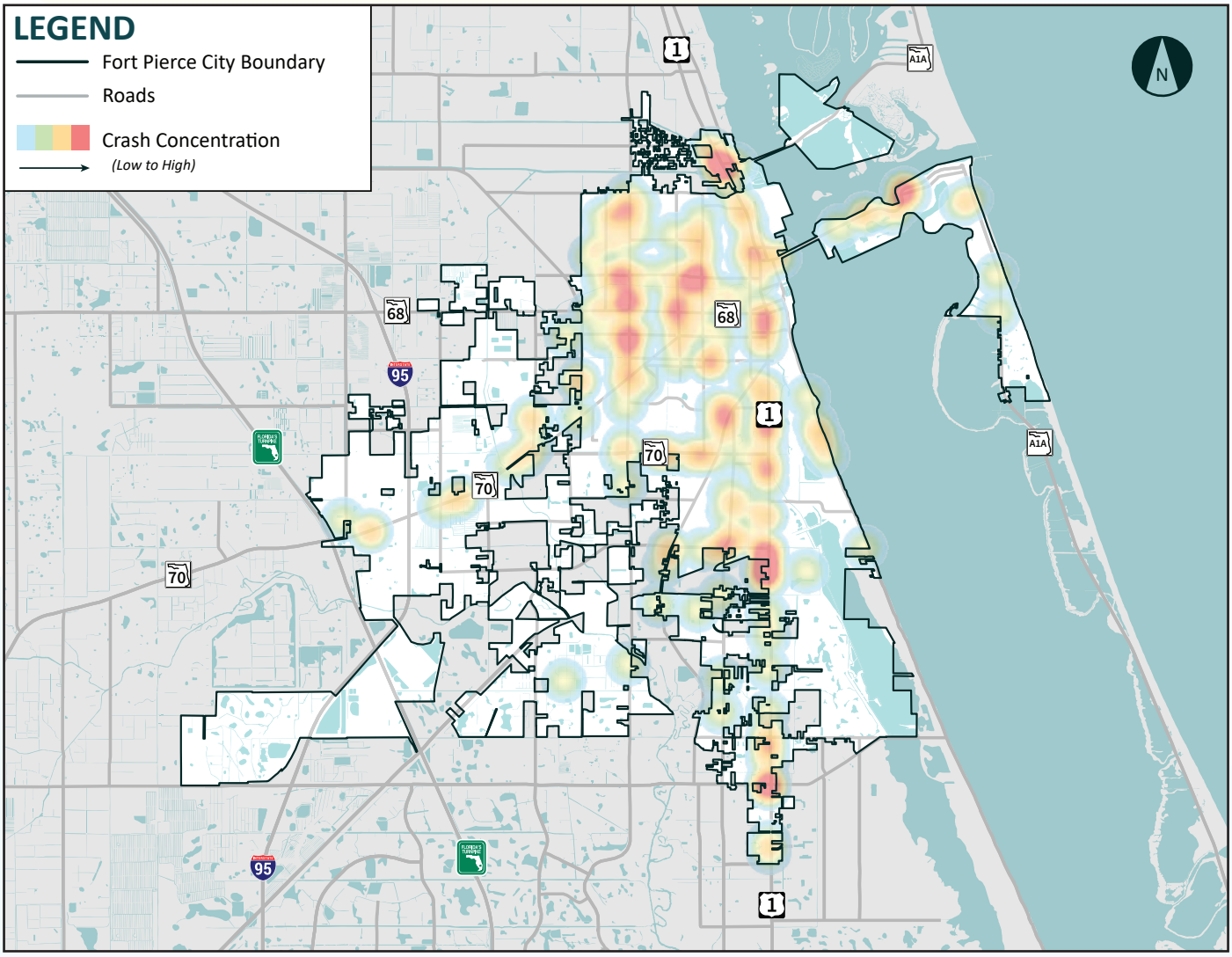
Fort Pierce Serious Injury and Fatal Crashes by Roadway Ownership



Crash Map

Traffic-related crashes occur through the city. However, they are concentrated in certain areas of the city, along certain roadways, and at certain intersections.

The map below summarizes where crashes have been concentrated in Fort Pierce over the past five years. Mapping analysis of where crashes have occurred and their severity was used to develop the recommendations for this plan. The focus for this plan is on specific areas with higher concentrations of crashes and crash severity. The results of the analysis was used to prioritize projects and areas for transportation safety investments.



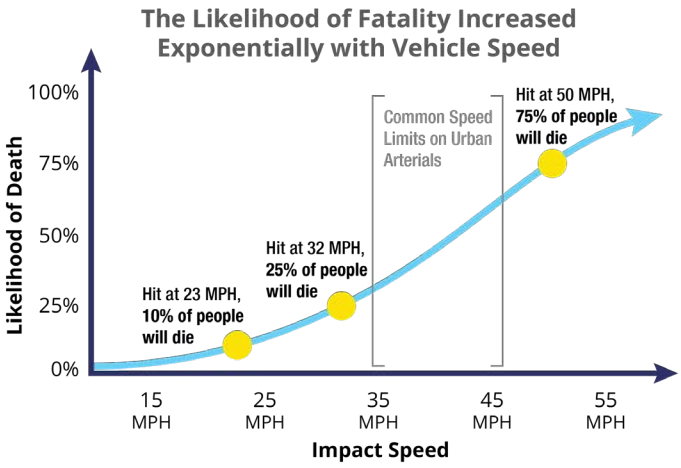
WHY SPEED MATTERS

The National Association of City Transportation Officials (NACTO) is a coalition of North American city and transit authorities that work together to solve transportation issues and advance transportation safety through collaboration, research, and advocacy. NACTO goals for vision zero focus on prioritizing safety over speed, through managing speeds through street design and advocating for slower, safe speeds.

The posted speed of a road has a direct correlation to the actual and perceived safety of a road. Fatalities happen most frequently on roads with higher speed limits. Higher speed roads are particularly dangerous for people walking and biking. Someone walking or biking that is hit by a car going 32 miles per hour has a 25% chance of dying. When hit by a car going 50 miles per hour, that chance increases to 75%. People driving on roads with higher posted speed, regardless of if they are speeding, are more likely to kill someone walking or biking.

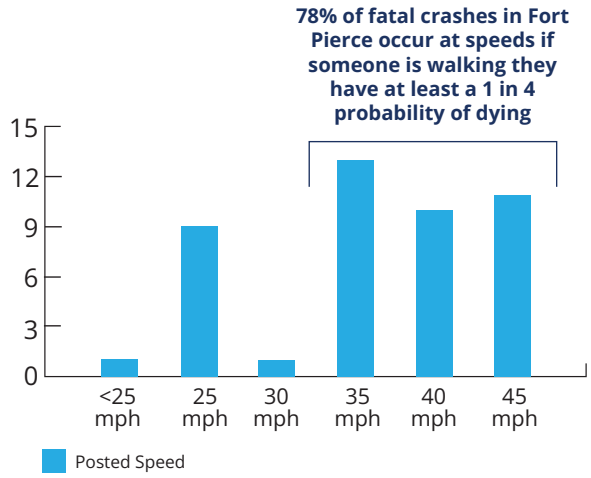
Roads designed for higher vehicle volumes, namely arterial roads, account for a majority of serious injury and fatal crashes in Fort Pierce. 72% of serious injury and fatal crashes in Fort Pierce are on arterial roads. These are major roads like US 1, Orange Avenue, and Okeechobee Road. These roads typically have higher posted speed limits than neighborhood streets like 10th Street or Citrus Avenue. This creates an environment where there are many cars traveling at high speeds, regardless of if they are speeding or not.

NACTO Likelihood of Fatality by Speed



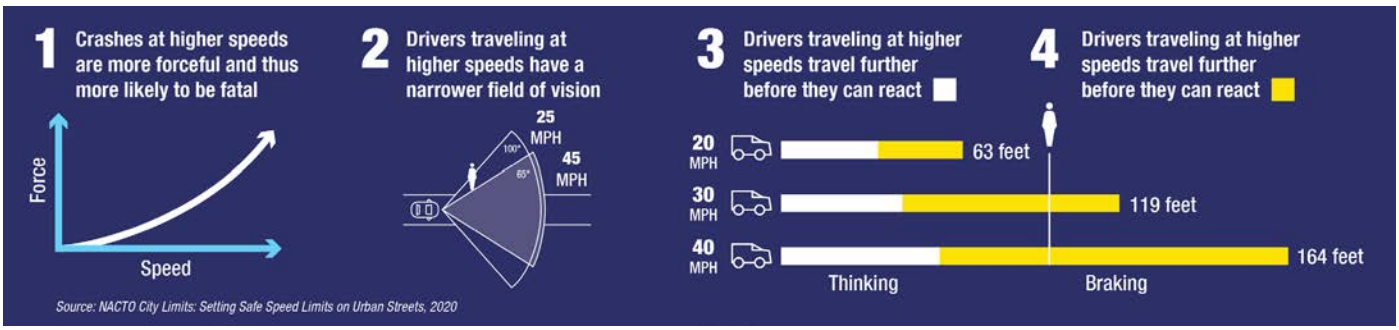
Source: NACTO City Limits

Fort Pierce Fatal Crashes by Posted Speed*



** The City of Fort Pierce has a city-wide speed limit of 25 MPH on all city-owned streets*

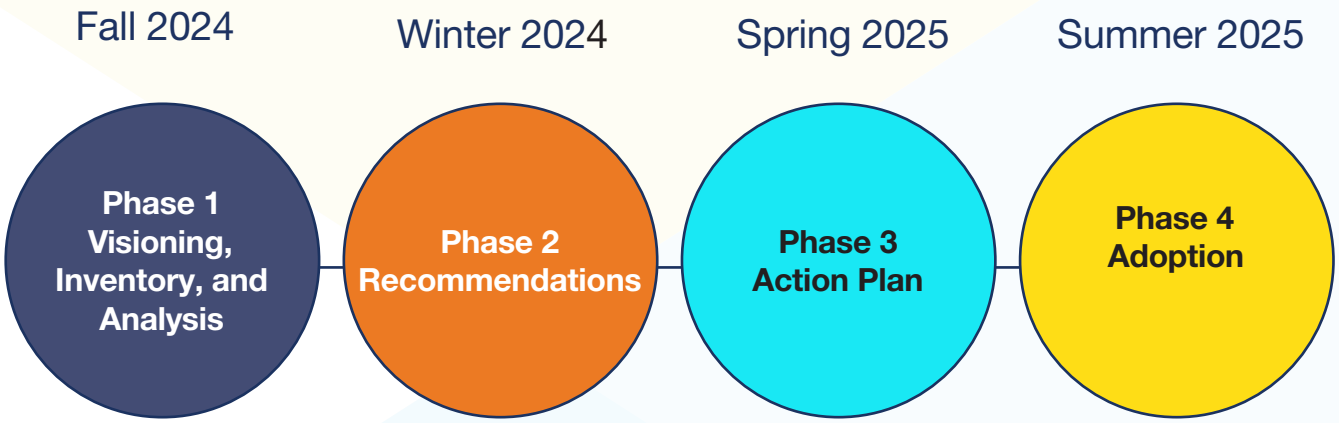
NACTO Higher Travel Speed and Reactivity



PLANNING PROCESS

The development of Fort Pierce's Comprehensive Safety Action Plan was a collaborative effort between the City, the community, and regional partners. The project began with a data driven assessment of existing transportation safety trends, followed by community meetings, an online survey, and a series of technical meetings with regional partners (like FDOT, the St. Lucie TPO, and St. Lucie County). By combining data analytics with the lived experiences of the community, the recommendations are grounded in needs and priorities of Fort Pierce.

Planning Process



Community Engagement

In-Person

In-person meetings included:

Public kickoff meeting in October 2024

Three neighborhood meetings in December 2024

One open house in April 2025

Online Survey

The online survey was open from October 2024 to December 2024. The survey included a series of questions, as well as an interactive map where people can place points at specific locations.

Regional & Technical Collaboration

A series of technical coordination meetings were held over the course of the planning process. Participants included city departments, public safety officials, Florida Department of Transportation, St. Lucie County, St. Lucie County School District, and St. Lucie TPO.

WHAT WE HEARD

Community ideas about improving transportation safety was a key input in the development of this plan. The first-person perspective of those that participated help reinforce trends identified with the safety data, as well as identify needs the data alone could not identify.

Consistent themes emerged from in-person meetings and feedback collected from the community meetings.

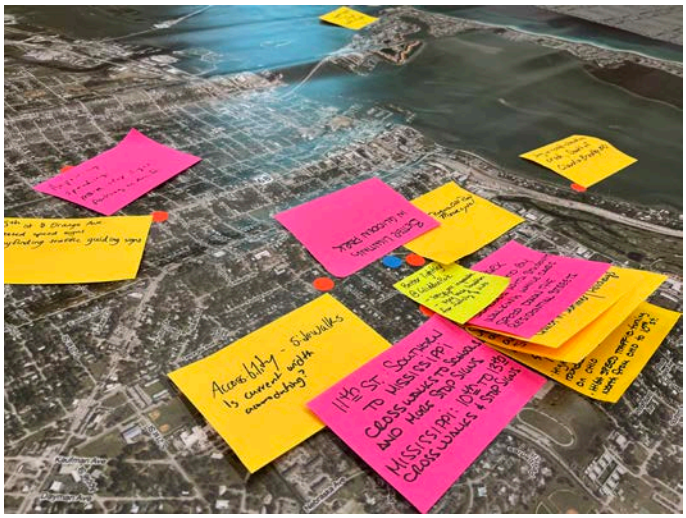
- Speeding is a persistent experience and concern in Fort Pierce.
- There is a desire for more enforcement to address people speeding and driving aggressively.
- Focus enforcement and traffic calming around schools.
- Expand traffic calming in neighborhoods.
- Prioritize the safety of people walking and biking. People feel unsafe around cars, particularly on major roads where there are high volumes of drivers and higher vehicle speeds.
- Increase maintenance and repair of pavement markings (like faded crosswalks) and signs (like faded or damaged Stop signs).

In short, the community expressed the need for a Safe Systems approach for this plan. With desire for changes like clearer signage, slower speeds, safe infrastructure for vulnerable road users, educational campaigns, and partnerships between community and governing agencies. See *Appendix B: Community Input* for community input details.

36
People attended in-person meetings

29
On-line surveys completed

130
Geographic-specific generated online and at in-person meetings



RECOMMENDATIONS OVERVIEW

The recommendations for this plan include a mix of projects, policies, and programs. The phased approach to implementing these recommendations will provide the stepping stones for the City to achieve its transportation safety goals.

Details for each topic (projects, policies, and programs) can be found in the corresponding chapters for each topic. Additionally, the *Implementation* chapter outlines a budget strategy to guide investment and an evaluation strategy to track progress and success over time.

Projects

Identify the physical changes to roads that can create a safer transportation system for everyone. Projects include systemic changes (things that can be universally applied across the transportation system, like traffic calming) as well as site-specific strategies e.g. installing a traffic light at a particular intersection where it could make it safer for everyone to navigate crossing the street.

Policies

Changes to procedures or decision-making steps that can improve safety outcomes. Examples include creating a dedicated local funding source for safety projects or changing local policy to include a wider range of state and national roadway design standards.

Programs

Provide encouragement, incentives, or deterrents to promote safe travel behavior. Examples include targeted speed enforcement campaigns by law enforcement to catch people speeding or activities at schools to educate children and young adults about how to travel safely by walking, biking, and driving.

Safety Goals

HIGH INJURY NETWORK

The High Injury Network, or HIN, is a requirement of the SS4A program grant. The creation of the HIN helps focus and prioritize safety efforts along specific roadways.

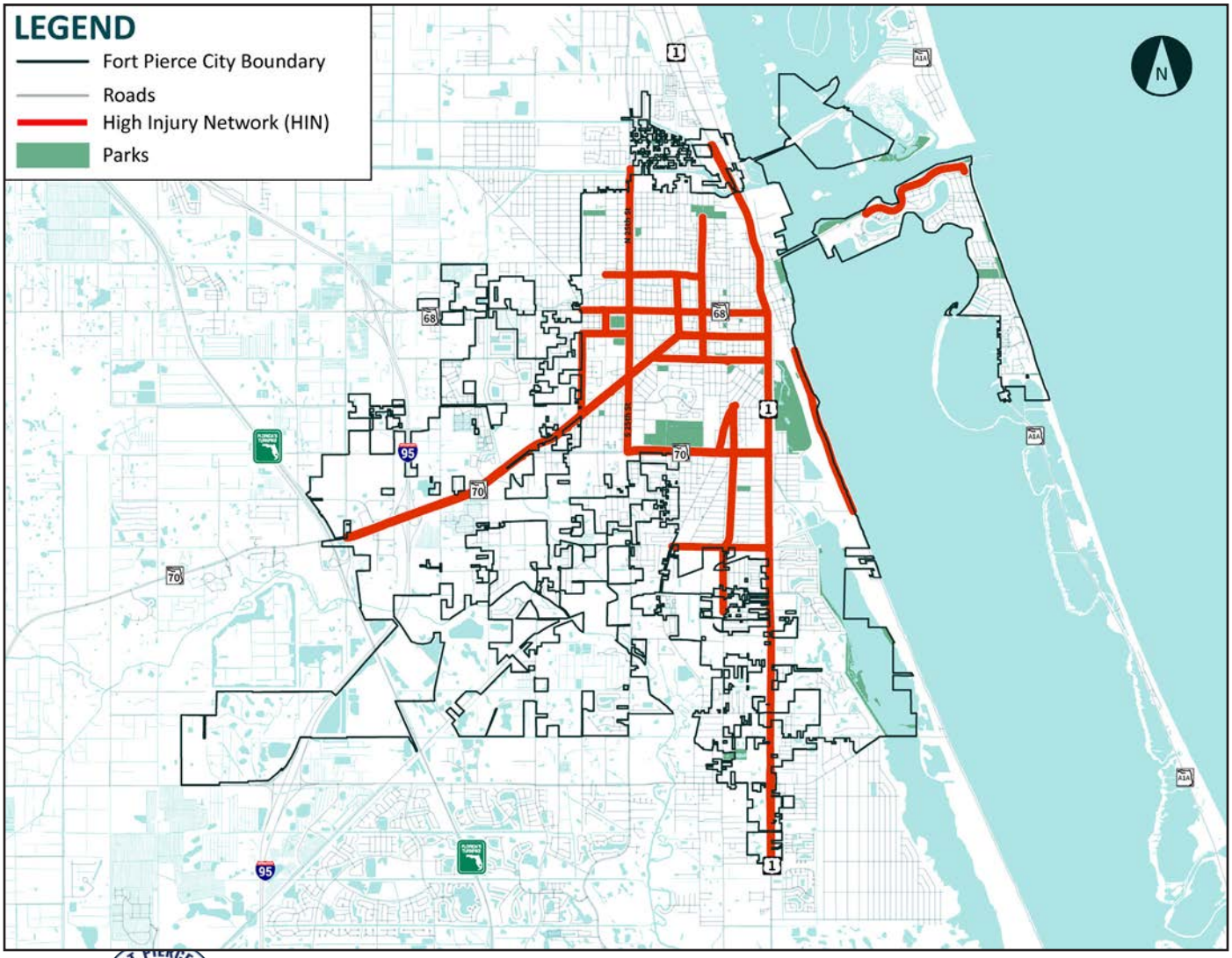
The HIN for Fort Pierce covers 13% of the roadway network. However, 71% of all crashes and 84% of all serious and fatal crashes over the past six years have occurred on the HIN.

Targeting investments and enforcement activities on the HIN will concentrate investment where it is needed most in the city.

The process to determine the HIN used data analysis and community input. All crashes were considered in the data analysis, with more severe crashes weighted more heavily in the scoring criteria. Community input was used to refine the network and ensure a complete and connected network for safety strategies.

A more detailed description of how the HIN was developed cay be found in the Project Recommendations chapter and in *Appendix C: Safety Assessment.*

The map below shows the HIN segments for this plan.



02 PROJECT RECOMMENDATIONS

RECOMMENDATIONS OVERVIEW

The recommendations for this safety plan represent a comprehensive and layered approach to reduce and eliminate the number of people seriously injured and dying on the road in Fort Pierce. A combination of projects, policies, and programs are identified to provide a phased and consistent approach to implementation efforts. The recommendations describe physical changes to the way roads are built and operate, make changes to decision-making about infrastructure and travel behavior to improve safety outcomes, and implement programs that educate, encourage, and enforce safe travel behaviors. When implemented, these changes will help the community achieve its transportation safety goals for this effort.

Details for each topic (projects, policies, and programs) can be found in the corresponding chapters for each topic. Additionally, the *Implementation* chapter outlines a budget strategy to guide investment and an evaluation strategy to track progress and success over time.

Projects

20 identified roadway projects.

- 6 City Road Projects
- 2 St. Lucie County Road Projects
- 8 FDOT Road Projects
- 4 Interlocal Agreement Projects

Policies

- #1 Establish Vision Zero Task Force
- #2 Design Streets for Safety
- #3 Create a Comprehensive Speed Management Policy
- #4 Update Comprehensive Plan
- #5 Publish Annual Safety Report
- #6 Collect and Analyze Data for Project Evaluation

Programs

- #1 Federal and State Traffic Safety Programs
- #2 Targeted Enforcement
- #3 Annual Safety Marketing Campaign
- #4 Annual Safety Award Program
- #5 Post-Crash Care

Safety Goals

Save lives with slower vehicle speeds

Design safer streets

Coordinate regional implementation

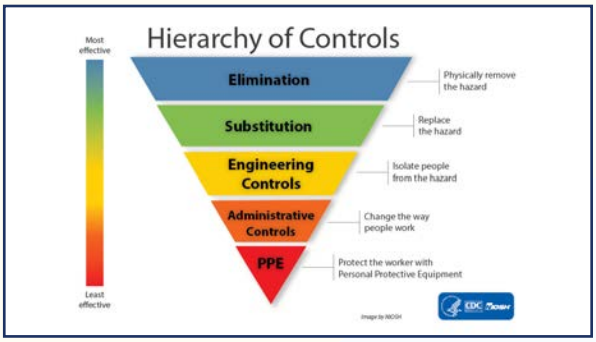
Create culture of safety leadership and accountability

Protect the most vulnerable road users

Foster a culture of safe travel

IMPLEMENTATION PRIORITIES

Public Health Strategy to Reducing the Severity of Crashes in Fort Pierce



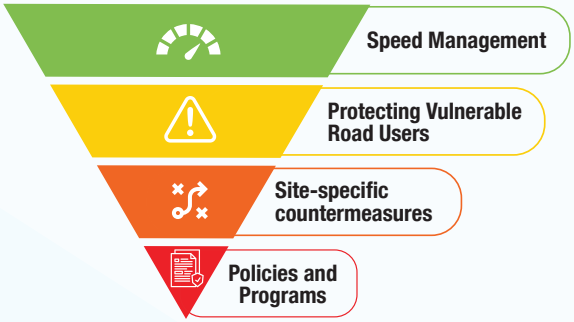
The Centers for Disease Control (CDC) developed a hierarchy of controls for safety. The most effective strategy is to eliminate or remove a hazard. An example of this type of approach in roadway safety would be to eliminate vehicle's ability to go over 20 MPH. The least effective strategy in the CDC hierarchy is personal protective equipment. An example of this approach in roadway safety would be encouraging people walking and biking to wear helmets and reflective clothing.

This plan recognizes that eliminating vehicles going over 20 MPH is not feasible, nor is an expectation that everyone will wear reflective clothing, and that this solves the severity problem with crashes.

Based on national research on contributing factors to why vehicles speeds influence the severity of crashes, as well as local crash trends, a priorities "Hierarch of Controls" is developed for this plan. It takes the same approach to effectiveness as the CDC Hierarchy of Control and applies it to the recommendations for this plan. For all projects and actions to improve safety and reduce the severity of crashes, decisions should use this hierarchy as the lens for decision making.

Speed Management

Local data and national data show the same result. As the speed of vehicles increase, so does the severity of crashes. All projects and initiatives should look for ways to reduce the speed of vehicles. In particular, slowing vehicles down below 35 MPH wherever possible. For higher speed roadways e.g. with posted speeds of 45 MPH or greater, the focus should be on strategies to get more drivers to not exceed the speed limit.



Protecting Vulnerable Road Users

Vulnerable road users are not driving, such as people walking, biking, or riding e-assist devices like escooters. The data shows that when people not driving are involved in a crash, the severity risk of the crash increases considerably. All projects should examine ways to separate vulnerable road users in time e.g. giving someone walking an exclusive signal phase to cross an intersection, or space e.g. creating dedicated and separated space from the roadway like a sidewalk or separated bike lane.

Site-Specific Countermeasures

Site-specific countermeasures are safety improvements focused on a specific neighborhood or specific road segment. This type of improvement is the least comprehensive, but also most tangible to implement and still be effective at mitigating crashes. An example would be installing flashing yellow left-turn signals at intersections with a crash history of left-turn crashes.

Programs and Policies

Programs and polices are important, yet they are the least effective in reducing the severity of crashes. In a Safe Systems Approach, programs and policies are a critical part of changing behavior. They should still be pursued as they can form the basis for decision making for the more effective implementation of countermeasures. However it should be acknowledged that they will likely move the needle the least when it comes to reducing the severity of crashes in Fort Pierce.

SYSTEMIC STRATEGIES

Systemic strategies are transportation safety strategies that can be applied across an entire network. Examples include neighborhood traffic calming where it can be applied in the same way across multiple contexts.

In Fort Pierce, two systemic safety strategies were identified and recommended for implementation. They are:

- Neighborhood traffic calming
- Repair and rehabilitation of pavement markings and signs

The data analysis showed a consistent and widespread pattern of crashes in the urban neighborhoods west of US-1. To address these trends, it is recommended that Fort Pierce implement a neighborhood traffic calming program in targeted areas.

Neighborhood traffic calming can be a combination of road features that slow people driving. Slower vehicle speeds will translate to reductions of the severity of crashes in neighborhoods, as well as make it safer and more comfortable to walk and bike in the neighborhood.

Investment in maintenance of pavement markings and signs can also help with safety outcomes in neighborhoods. A common observation in many of the neighborhoods are faded and wornout crosswalks and damaged road signs, such as stop signs. Focusing on maintenance of these basic road elements will enhance the visibility of where people will cross the road and make it more clear for drivers when they should slow and stop.

Example neighborhood intersection at the intersection of North 18th Street and Avenue G.

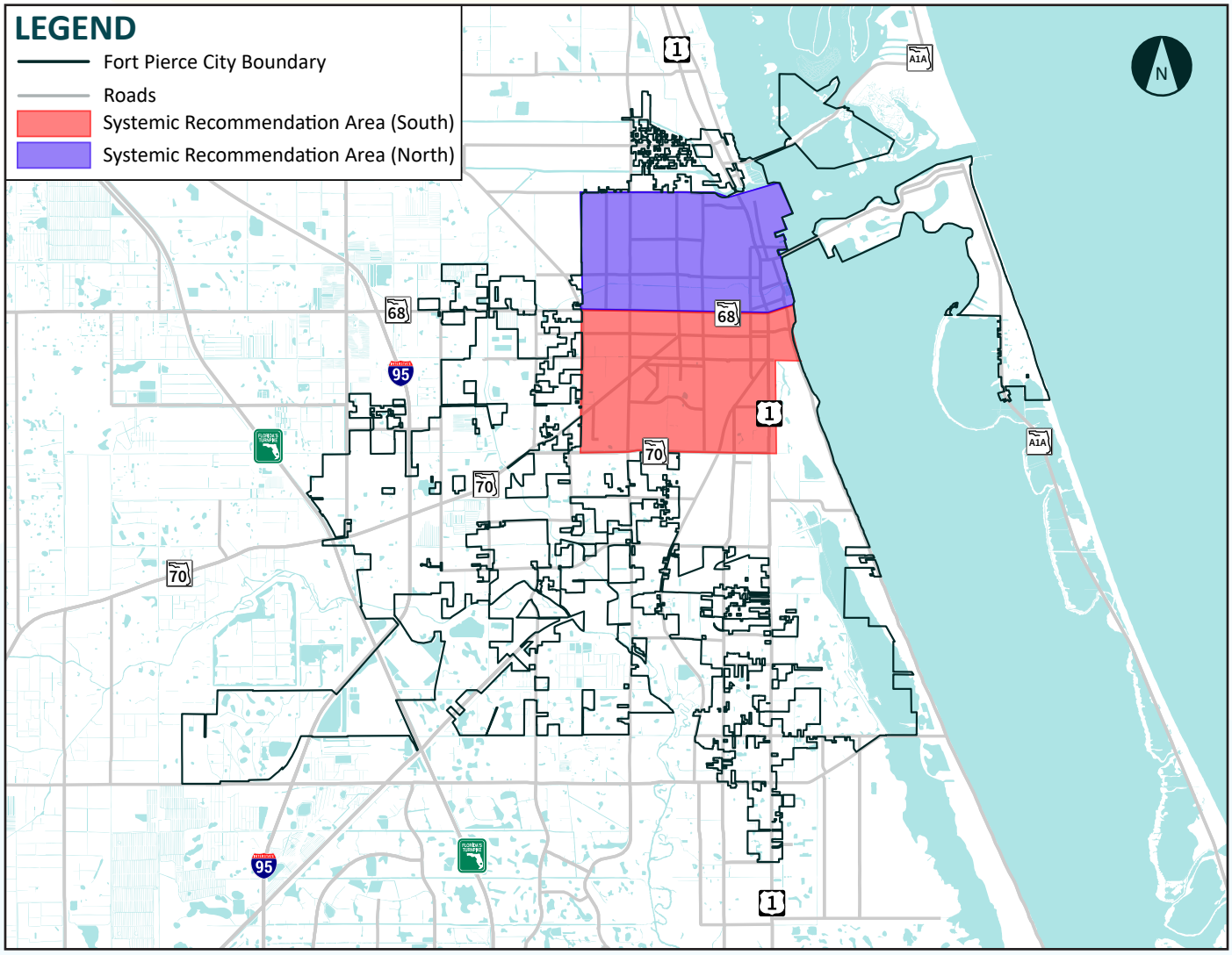
SYSTEMIC STRATEGIES IMPLEMENTATION AREAS

Two areas of Fort Pierce are ideal for implementing systemic strategies. These areas are the core urban neighborhoods of Fort Pierce north and south of Orange Avenue. Data analysis, field observations and community input identified these areas of focus:

- traffic calming
- maintenance of pavement markings and signs.

Additionally, the streets in these neighborhoods are city-owned, giving Fort Pierce control over implementation and funding.

The below map highlights these neighborhoods. The city should prioritize annual traffic calming and maintenance projects in these areas, with a particular focus on the streets with the most consistent crash trends.



COUNTERMEASURES

The Federal Highway Administration (FHWA) developed research-proven strategies to improve traffic safety and decrease serious injury and fatal crashes. The Proven Safety Countermeasures initiative (PSCi) consists of 28 actionable strategies aimed at reducing fatal and serious injury crashes. These recommendations are applicable to a wide range of contexts, from rural to urban areas and from high to low vehicle volume roads.

The countermeasures are organized into five main safety focus areas:

- Speed management
- Intersections
- Roadway departures
- Pedestrian/bicyclist safety
- Crosscutting strategies

Most of the countermeasures overlap, addressing multiple safety focus areas to help create a safer overall system.

The Countermeasures Matrix at the end of this section features a table that comprehensively lists all FHWA Proven Safety Countermeasures recommended for developing a safe system.

Every project recommendation along the Fort Pierce HIN have priority countermeausres identified. The top three crash types along each HIN segment were used to identify the priority countermeasures for each segment.

Across the entire HIN, the top three crash types are:

- Left-Turn
- Rear End
- Sideswipe

The descriptions on the next page summarize the top crash types and illustrate the link between crash types and recommended countermeasures.

A full Countermeasures Matrix for Fort Pierce is in the *Appendix F: Countermeasures Matrix* of this report.

Roundabouts, such as this one at the intersection of Georgia Avenue, 10th Street, and Parkway Drive, is an example of a FHWA proven countermeasure. Roundabouts have been shown to reduce fatal and injury crashes by 82%.

Applying Countermeasures in Fort Pierce

Data analysis identified the top three crash types in Fort Pierce: Left-Turn, Rear-End, and Sideswipe (same direction). Within the Left-Turn category, there are three subset of crash types: Left-Entering, Left-Rear, and Left-Leaving.

The diagrams below describe these top crash types, as well as the range of top countermeasures proven to reduce the frequency and severity of these crash types.

Left-Entering

Drivers traveling in parallel directions, one vehicle is turning left (perpendicular to the opposite vehicle) and the other vehicle is traveling straight.

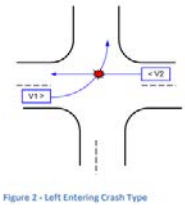


Figure 2 - Left Entering Crash Type

Left-Rear

Vehicles traveling in perpendicular directions. One vehicle is turning left, and straight traveling vehicle collides into their rear.

Figure 4 - Left Rear Crash Type

Left-Leaving

Vehicles traveling in perpendicular directions. One vehicle is turning left, and the other vehicle is traveling straight ahead.

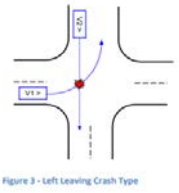


Figure 3 - Left Leaving Crash Type

Sideswipe (same direction)

Two vehicles traveling in the same direction impact one another, with no significant involvement of the front or rear vehicle surface areas.

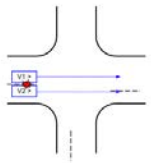


Figure 5 - Same Direction Sideswipe Crash Type

Rear-End

Vehicles traveling in the same direction. One vehicle's initial impact is in the front, and the other's is in the rear.

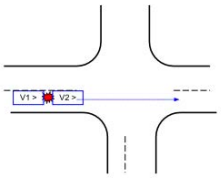


Figure 11 - Rear End Crash Type

Speed Managment

» **Appropriate Speed Limits for All Road Users –** A key method to reducing serious injury and fatal crashes is to reduce speed limits, especially on non-limited access roadways where vehicles and vulnerable road users share the space.

Pedestrian/Bicyclist

» **Road Diet (Roadway Reconfiguration) –** Reducing the number of vehicle lanes on a roadway and reallocating the freed-up space for other uses like bike lanes, wider sidewalks, parking or transit stops. A typical road diet involves converting four-lanes to three.

Intersections

» **Backplates with Retroreflective Borders –** Improve visibility of the illuminated face of the signal by adding a contrasting background.
» **Corridor Access Management** – Refers to the design, application, and control of entry and exit points along a roadway.
» **Dedicated Left & Right Turn Lanes –** Auxiliary turn lanes provide physical separation between turning traffic that is slowing or stopped and adjacent through traffic at approaches to intersections.
» **Reduced Left-Turn Conflict Intersections –** intersections that simplify decision-making for drivers with geometric designs that alter how left-turn movements occur.
» **Roundabouts –** Provide channelized, curved routes that reduce vehicle speed, entry yield control that gives ROW to circulating traffic, & counterclockwise flow around a central island to minimize conflict points.

Crosscutting

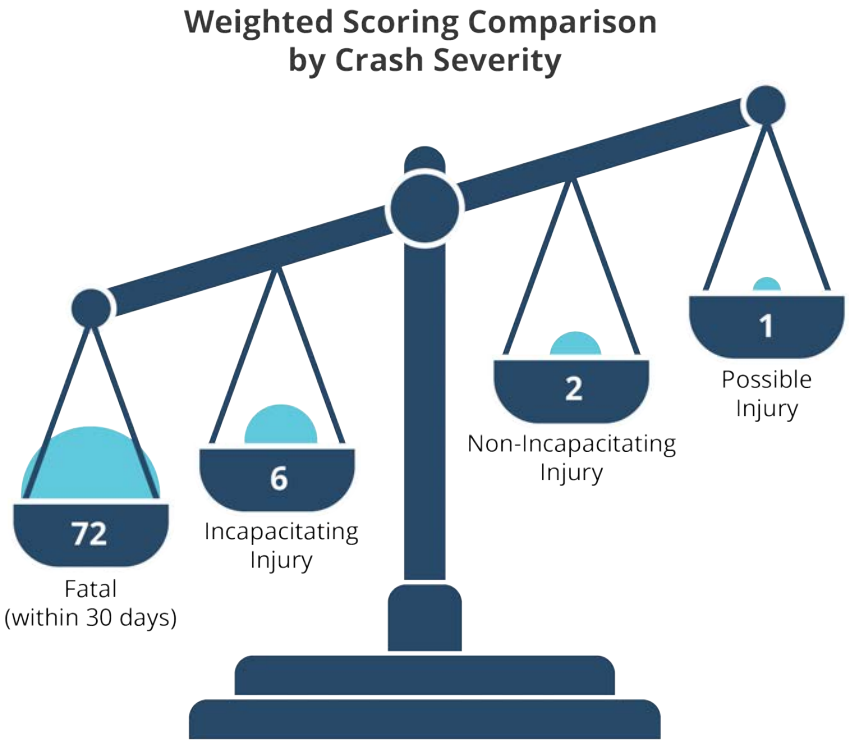
» **Pavement Friction Management –** Measuring, monitoring, and maintaining pavement friction – especially at locations where vehicles are frequently turning, slowing, and stopping – can prevent many roadway departure, intersection, and pedestrian-related crashes.

High Injury Network

The High Injury Network, or HIN, is where crashes happen in Fort Pierce. The HIN is a minority of roads in Fort Pierce, only 13% of the road network. However, 71% of all crashes and 84% of all fatal crashes over the past six years happened on the HIN. Targeting projects on the HIN will maximize their effect in mitigating crashes, particularly the most severe crashes.

The process to determine which streets should be on HIN is both data driven and qualitative. All roadway segments in Fort Pierce, excluding Interstate 95 and Florida's Turnpike are assigned a score based on both the frequency of and severity of crashes. Crashes are weighted based on their severity. The weighting for the various crash types is derived from the economic costs associated with each crash type. Economic cost values from the National Safety Council were used. Using this weighting, all crash types can be considered, but those that are the most severe have the greatest impact on score. Crashes are assigned to the road segment they are nearest. They are then multiplied by their relative weights and then added together to give each segment a raw score. This raw score is paired with observations about general safety trends along specific corridors to create the HIN.

A more detailed description of how the HIN was developed can be found in *Appendix F: Crash Ranking Analysis.* The below graphic summarizes how crashes were weighted for the development of the HIN.



CRASH SEVERITY	ECO-NOMIC COST	WEIGHTED SCORING FAC-TOR
No Injury	$7,100	0
Possible Injury	$26,000	1
Non-Incapacitating Injury	$42,000	2

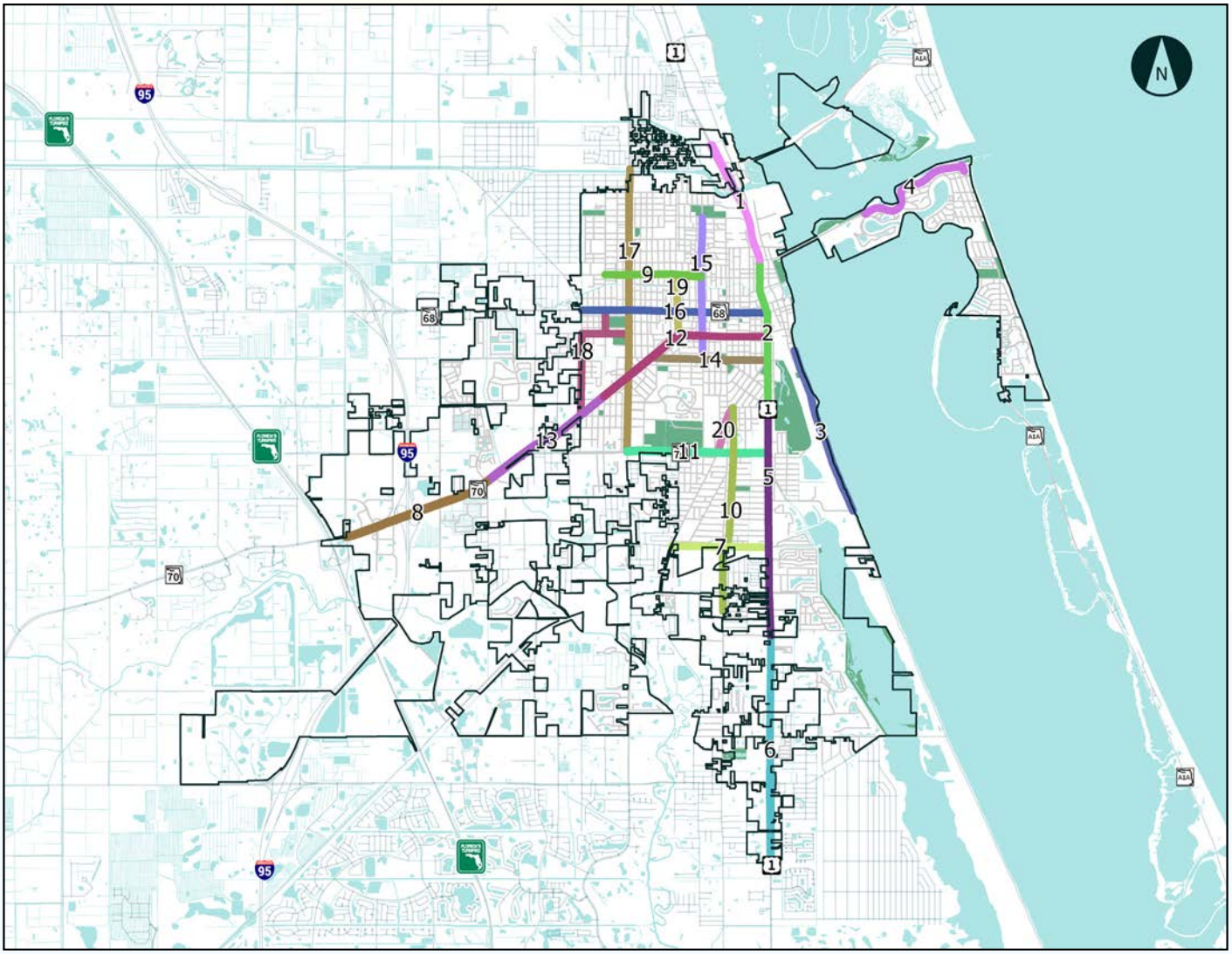
HIN Projects Map

Twenty site-specific project recommendations and several systemic project recommendations were developed as part of this plan. Fort Pierce's High Injury Network (HIN) is the framework for the site-specific recommendations. These recommendations address both intersection and segment-related safety concerns at each of the twenty projects. Top recommendations include:

- intersection safety
- access management
- improve lighting
- enhance pavement markings and signs

The unique crash circumstances of each segment were analyzed to develop project countermeasure priorities. Each project recommendation's focus was selected using the Federal Highway Administration's Proven Countermeasures List.

The below map shows each of the twenty HIN project segments. See *Appendix A: Project Ranking Table & Project Summary Sheets* for more details about each project.



HIN Projects Table

The following table provides a summary of each HIN project by ownership and severity of crashes.

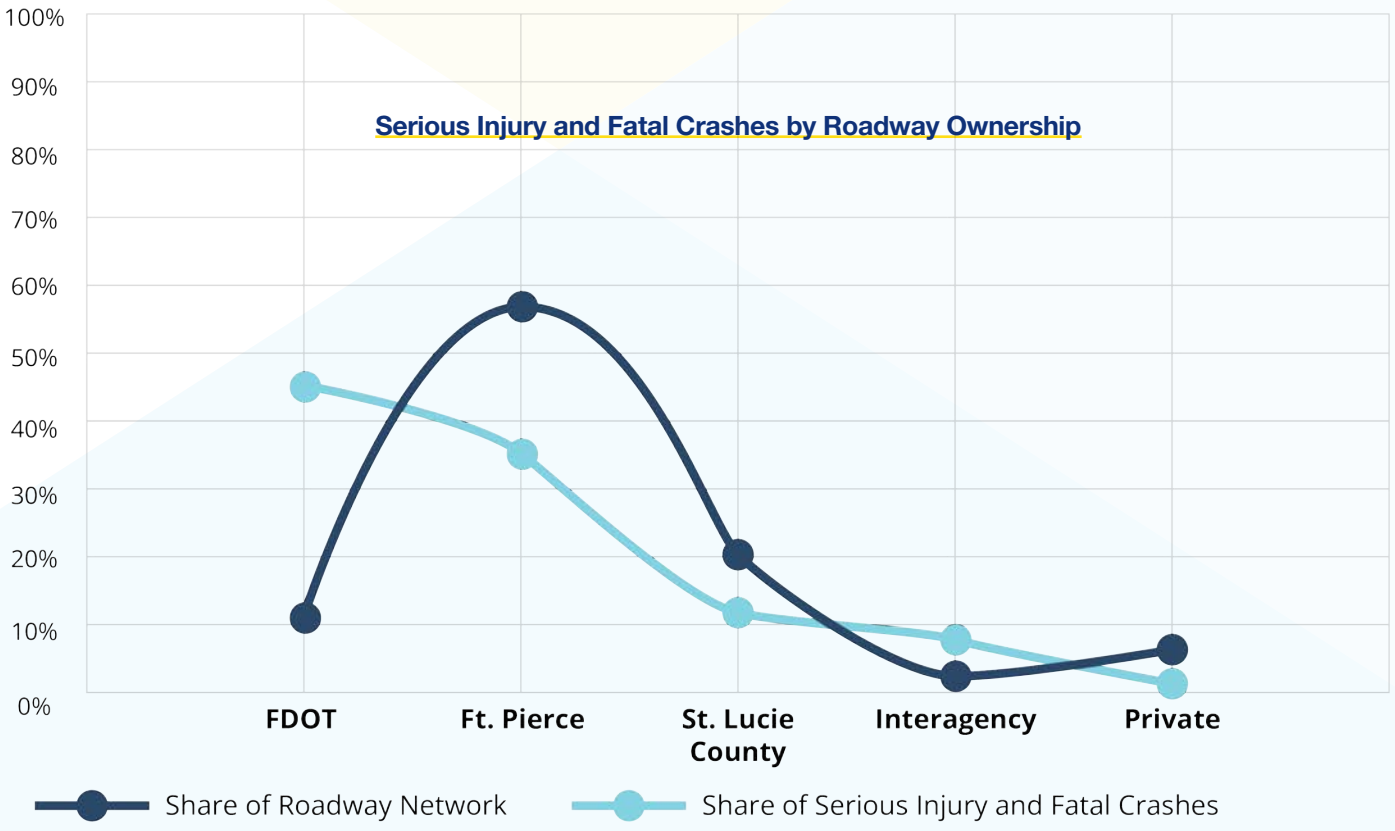
MAP ID #	STREET NAME	FROM	TO	OWNER-SHIP	CRASHES		
					ALL CRASH-ES	SERI-OUS CRASH-ES	FATAL CRASH-ES
1	US-1	Juanita Ave	Seaway Dr	FDOT	432	12	1
2	US-1	Seaway Dr	Ohio Ave	FDOT	766	10	1
3	Indian River Dr	Florida Ave	Savannah Rd	Interlocal Agreement	40	5	4
4	Seaway Dr	Harbour Isle Dr	S Ocean Dr	Fort Pierce	149	6	1
5	US-1	Ohio Ave	Farmers Market Rd	FDOT	1230	22	6
6	US-1	Farmers Market Rd	Ulrich Rd	FDOT	627	13	5
7	Edwards Rd	Sunrise Blvd	US-1	St. Lucie County	293	6	2
8	SR-70 / Okeechobee Rd	Kings Hwy	McNeil Rd	FDOT	824	5	2
9	Avenue D	N 29th St	N 13th St	Fort Pierce	210	9	1
10	Oleander Ave	Revels Ln	Ohio Ave	St. Lucie County	319	8	3
11	SR-70/ Virginia Ave	S 25th St	US-1	FDOT	717	9	3
12		S 29th St	US-1	FDOT/ Interlocal Agreement	647	6	0
13	SR-70 /	McNeil Rd	S 29th St	FDOT/ Interlocal Agreement	429	4	1
14	Georgia Ave	Okeechobee Rd	US-1	Fort Pierce	212	4	2
15	13th St	Avenue M	Georgia Ave	Fort Pierce	255	9	1
16	Orange Ave	Angle Rd	US-1	Fort Pierce	832	7	0
17	25th St	Rosarita Ave	Virginia Ave	FDOT/Fort Pierce	1139	16	6

REGIONAL COORDINATION

Fort Pierce does not own all of its streets. Streets in Fort Pierce are owned and maintained by several entities, including:

- Florida Department of Transportation (FDOT)
- St. Lucie County
- City of Fort Pierce
- Interlocal (County and State, County and City, etc.)
- Private (*no private streets are a part of the Fort Pierce HIN)

The majority of the serious injury and fatal crashes in Fort Pierce do not occur on roads that the City owns. The City of Fort Pierce owns 58% of the roads in the City. However, only 36% of all serious injury and fatal crashes occur on the roads owned by the City. Crashes occur disproportionately on roads maintained by the Florida Department of Transportation (FDOT). 46% of all serious injury and fatal crashes from 2018-2023 were on FDOT roads, while FDOT owns 11% of roads in Fort Pierce. Coordination with regional partners, such as FDOT and St. Lucie County, will be essential to work towards eliminating the most severe crashes in Fort Pierce.



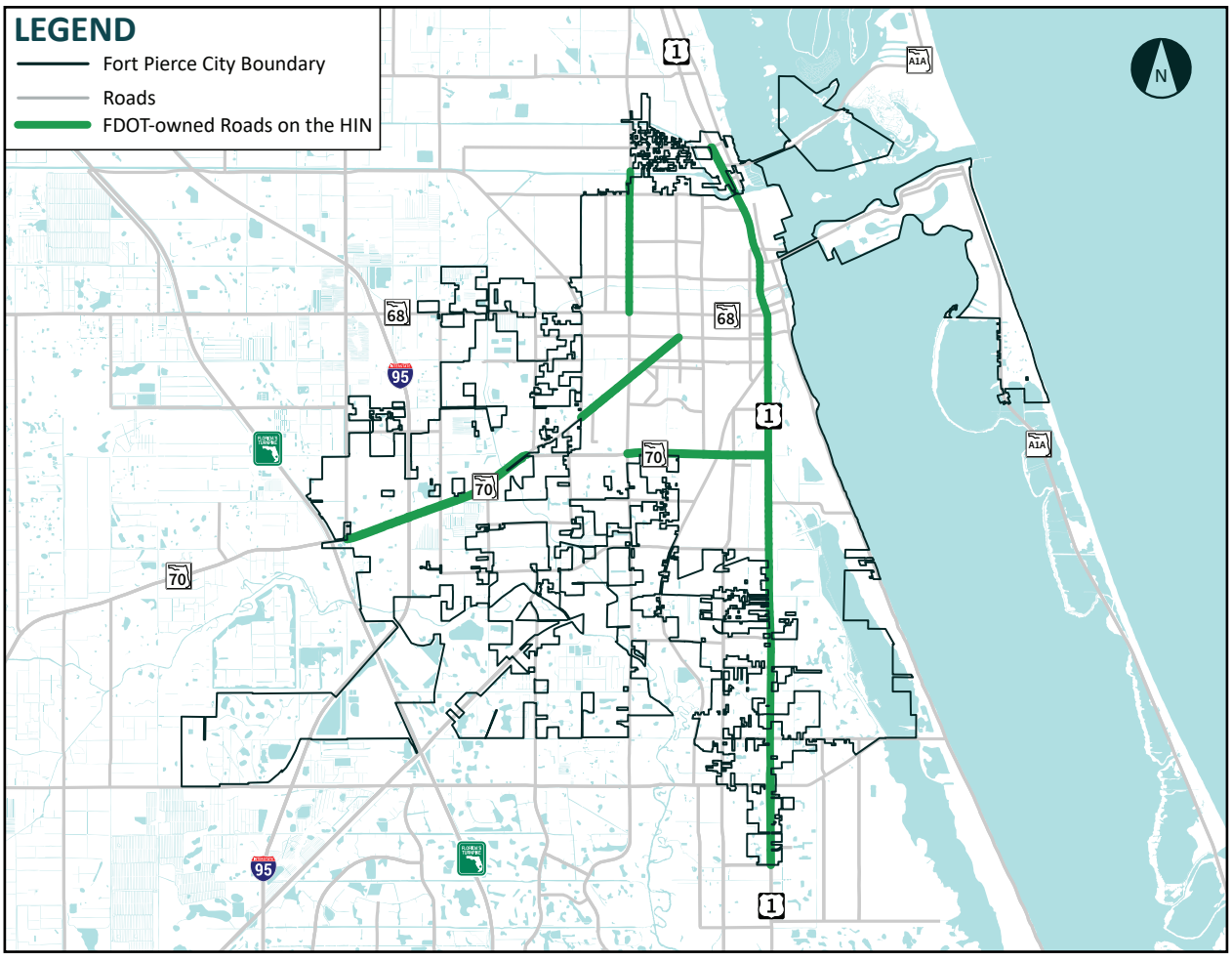
FDOT

49% of the Fort Pierce HIN streets are owned by FDOT. 56% of all fatal crashes and 69% of all crashes that occur on the Fort Pierce HIN are on streets owned by FDOT.

The top five crash types along FDOT-owned HIN segments are:

- Rear End
- Same-direction Sideswipe
- Left Turn
- Run-Off-Road/Single Vehicle
- Angle

The prominence of these specific crash types indicates a need for intersection safety improvements, access management, and improved lighting and street markings. Rear ends and same-direction sideswipes in particular indicate a need to focus on intersections and access management along these particular corridors.



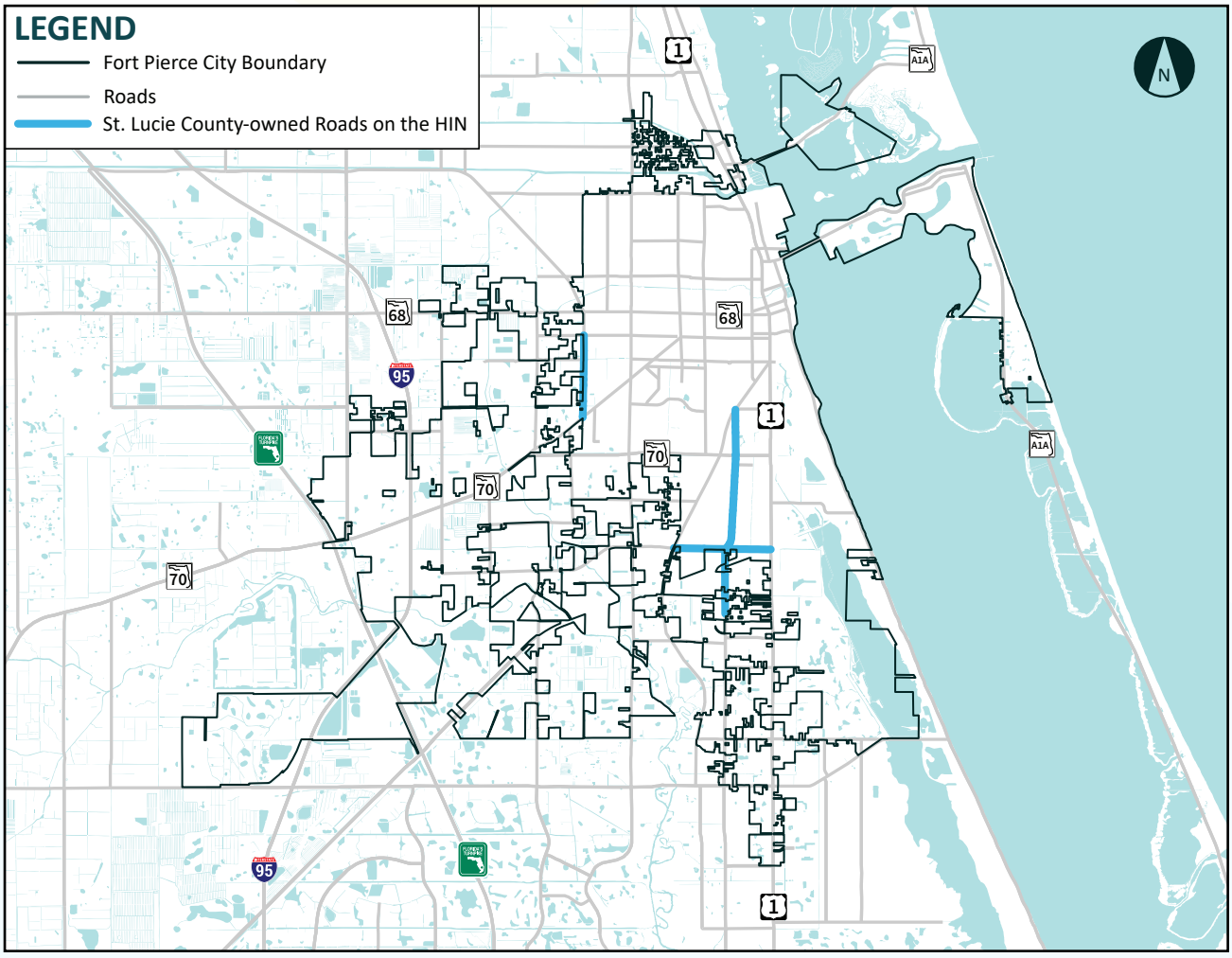
St. Lucie County

11% of the Fort Pierce HIN streets are owned by St. Lucie County. 9% of all fatal crashes and 4% of all crashes that occur on the Fort Pierce HIN are on streets owned by St. Lucie County.

The top five crash types along St. Lucie County-owned HIN segments are:

- Rear End
- Left Turn
- Angle
- Same-direction Sideswipe
- Run-Off-Road/Single Vehicle

St. Lucie County-owned HIN segments have the same top five crash types as FDOT-owned streets. These crash types indicate a need for intersection safety improvements, access management, and improved lighting and street markings.



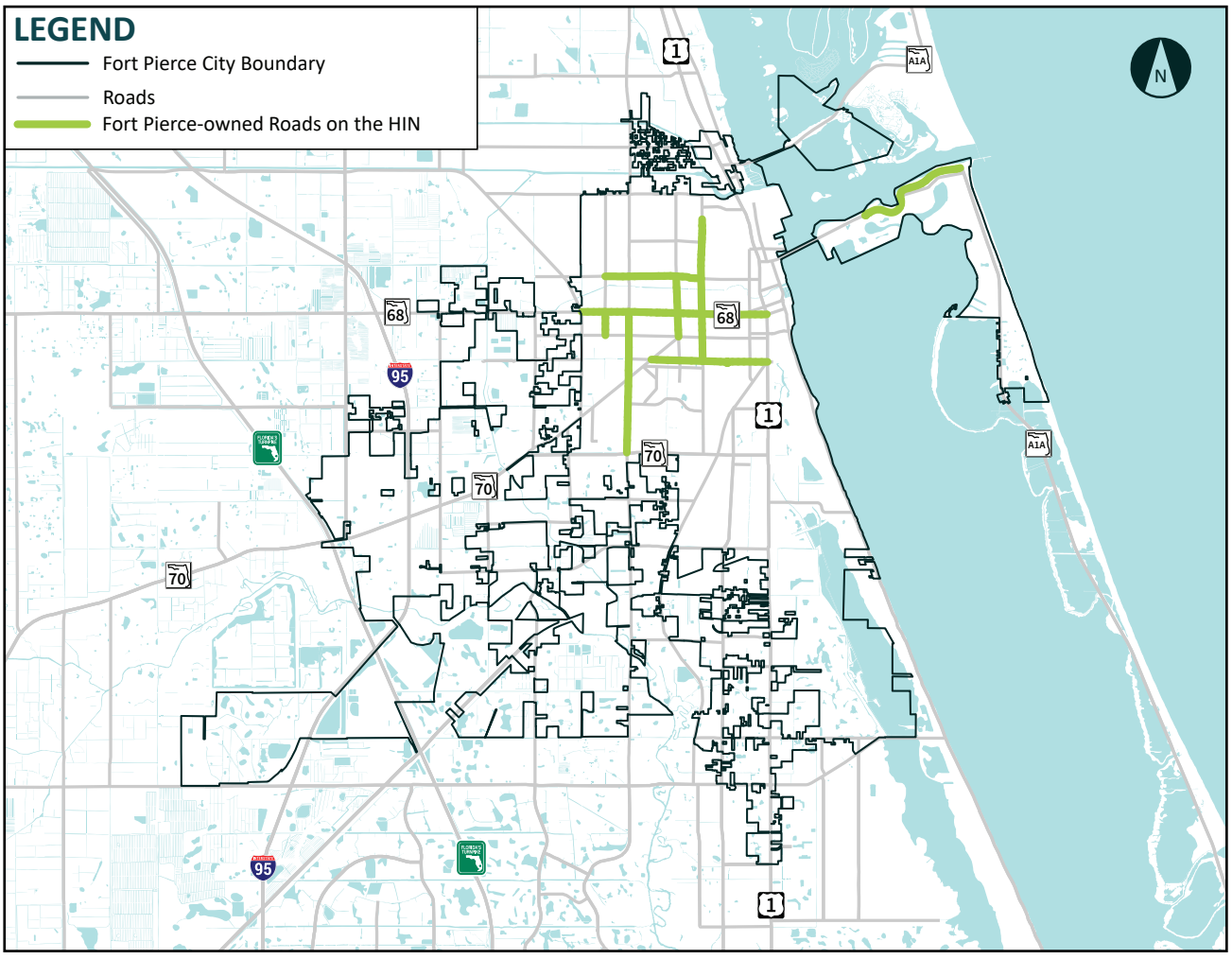
Fort Pierce

25% of the Fort Pierce HIN streets are owned by the City of Fort Pierce. 26% of all fatal crashes and 20% of all crashes that occur on the Fort Pierce HIN are on streets owned bythe City of Fort Pierce.

The top five crash types along City of Fort Pierce-owned HIN segments are:

- Rear End
- Angle
- Left Turn
- Same-direction Sideswipe
- Run-Off-Road/Single Vehicle

City of Fort Pierce-owned HIN segments have the same top five crash types as FDOT and St. Lucie County-owned streets. These crash types indicate a need for intersection safety improvements, access management, and improved lighting and street markings.



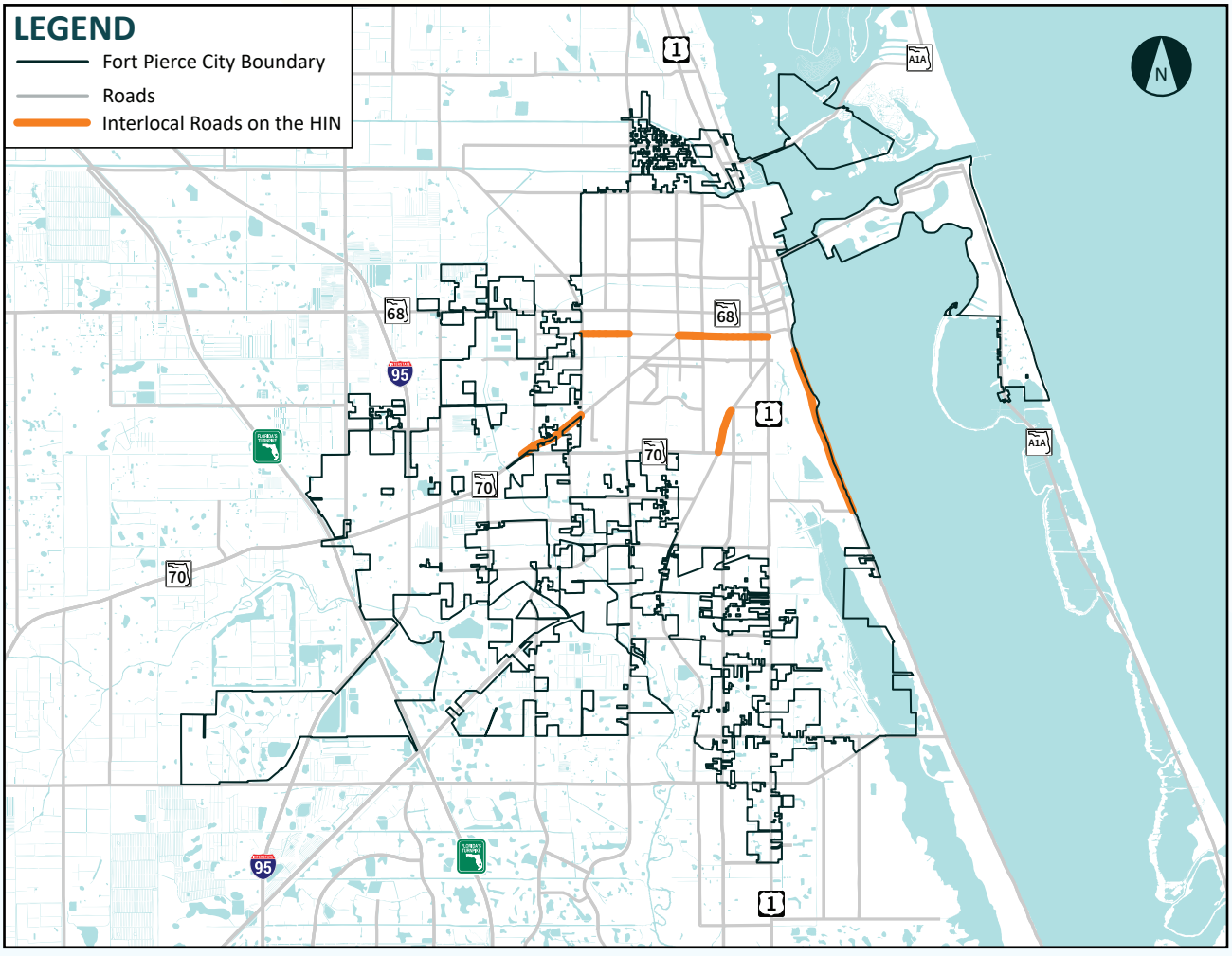
Interlocal

15% of the Fort Pierce HIN streets have interlocal agreements. 9% of all fatal crashes and 7% of all crashes that occur on the Fort Pierce HIN are on streets with interlocal agreements.

The top five crash types along interlocal agreement HIN segments are:

- Rear End
- Angle
- Left Turn
- Same-direction Sideswipe
- Run-Off-Road/Single Vehicle

Interlocal agreement HIN segments have the same top five crash types as FDOT and St. Lucie County-owned streets. These crash types indicate a need for intersection safety improvements, access management, and improved lighting and street markings.



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03 POLICY RECOMMENDATIONS

POLICY OVERVIEW

Policy plays a critical role in safety outcomes. It can set engineering standards or guide funding decision-making that prioritizes or focuses on safety outcomes. The policies developed for this plan are specifically developed to align and support the City's safety goals:

- Saving lives with slower vehicle speeds
- Designing safer streets
- Coordinating regional implementation
- Creating a culture of safety leadership and accountability
- Protecting the most vulnerable road users
- Fostering a culture of safe travel.

The policy recommendations for this plan are cross-cutting and address multiple plan goals. The policy recommendations for this plan are:

1. **Establish Vision Zero Task Force:** The Vision Zero Task force will be a working group with participation from regional partners (like FDOT and St. Lucie County), city staff from different departments, and community members. The purpose of the task force will be to meet regularly throughout the year to review crash trends and coordinate safety initiatives.

2. **Design Streets for Safety:** Industry standards are evolving and the city's transportation engineering standards should evolve as well. This policy action will focus on updating engineering standards, or adopting national standard manuals and guides by reference, to expand the flexibility and safety focus for street design and operations.

3. **Create Comprehensive Speed Management Policy:** Slowing down people driving will save lives. This policy focuses on prioritizing speed management investments where they are needed most.

4. **Update Comprehensive Plan:** The Transportation Element of the Comprehensive Plan should be updated to reflect current traffic safety needs and desired outcomes in Fort Pierce. Safety trends and needs identified in this effort should be incorporated into the Transportation Element to ensure safety improvements are incorporated into new development.

5. **Publish Annual Safety Report:** Tracking progress and regularly reporting progress with implementation of this plan will build in transparency and accountability with safety efforts. Annual reporting of accomplishments and safety trends will help communicate progress and if safety investments are effective.

6. **Collect and Analyze Data for Project Evaluation:** A Safe Systems Approach requires a data-driven process to measure the effectiveness of investments and initiatives. Requiring data collection before and after projects are installed, and then analyzing and publishing the results, will provide transparency and guidance to learn what works in Fort Pierce to reduce the severity of crashes.

Policy #1 Establish Vision Zero Task Force

WHAT

The Vision Zero Task Force will meet regularly to coordinate safety initiatives and review safety data. Activities that are typical of a Vision Zero Task Force are reviewing crash data, reviewing severe injury and fatal crash reports with public safety officials, discussing status of safety projects, and providing a forum for community input.

WHO

- City Staff (Engineering Department, Communications and Economic Development Department, Planning Department, Community Response Department, Public Works Department)
- Community members
- Regional partners, like FDOT, St. Lucie TPO, and St. Lucie County
- Public safety officials (Police Department, St. Lucie County Sheriff's Office)

WHEN

The Task Force should meet regularly every year. Typical meeting frequency is quarterly. At a minimum, the Task Force should meet twice a year.

HOW

- Review crash data, particularly serious injury and fatal crash data, for the most recent period between meetings.
- Report progress with actions and projects identified in this plan.
- Coordinate safety projects and report progress with implementation.
- Review crash reports for serious injury and fatal crashes.
- Provide opportunities for community feedback on needs and opportunities.

COST

Low. Staff time and volunteer time from community members.

DESIRED OUTCOME

Ensure the integration of traffic safety into all transportation plans, designs, and implementation. Ensure regional coordination for safety projects and provide regular reporting and status updates for plan implementation.

Policy #2: Design Streets for Safety

WHAT

Industry standards have evolved considerably over the past decade. Today, a wider range of engineering standards and strategies are available. This policy work should focus on updating the city's standards for street design and operations. This work may include amending code requirements, such as minimum travel lane widths, to adopting state and national standards by reference for transportation safety and Complete Streets. This work should focus on improving safety for all road users.

WHO

- City Staff (Planning Department, Engineering Department, Public Works Department)

WHEN

Update standards in first year after this plan is adopted. Incorporate new standards into decision-making for all transportation projects

HOW

- Review and update code requirements for streets and traffic operations to create safer road design.
- Review and update city engineering standards.
- Adopt a Complete Streets policy.
- Adopt a Traffic Calming policy.

COST

Low. Staff time to research and develop policy documents and engineering standards.

DESIRED OUTCOME

Eliminate serious injury and fatal crashes through changes to street design and traffic operations.

Policy #3: Create a Comprehensive Speed Management Policy

WHAT

National research and local data identify the same safety trend. As vehicle speeds increase, so to does the severity of crashes. A comprehensive speed management policy will address how streets are designed and operated, as well as include programs such as targeted speed enforcement, to promote safe travel behavior.

WHO

- Police Department
- St. Lucie County Sheriff's Office
- City Staff (Planning Department, Engineering Department)

WHEN

Focus enforcement activities along the High Injury Network, as well as near schools. Enforcement activities should prioritize times of day, day of week, and seasonal time periods when crashes occur the most. Speed management policy should be incorporated into decision-making for all transportation projects in the City.

HOW

- Anti-speeding marketing campaigns.
- A three-strike rule for repeat offenders within a designated timeframe resulting in the highest possible fine & community service or suspended license.
- Targeted enforcement along Fort Pierce's High Injury Network
- Adopt a traffic calming policy to address when and how traffic calming features are installed on City of Fort Pierce streets.
- Regularly conduct speed studies of HIN segments to identify segments where speed limits can be reduced.

COST

Moderate. Staff time for enforcement activities. Safety campaigns focused on speeding can be funded with grants, such as the Community Policing Development (CPD) Microgrants Program or Section 402 federal grants from Florida's Strategic Highway Safety Plan (SHSP). Staff time to develop a traffic calming policy.

DESIRED OUTCOME

Fewer drivers exceeding the posted speed limits in Fort Pierce. Slower vehicle speeds in Fort Pierce neighborhhods. Reduction in serious injury and fatal crashes in Fort Pierce.

Policy #4: Update Comprehensive Plan

WHAT

The City of Fort Pierce Comprehensive Plan guides decision-making for new development and infrastructure investments in the City. The Transportation Element of the Comprehensive Plan establishes transportation goals and policies for the city. The City should review and update, as needed, the Transportation Element to include safety needs identified in this plan. By doing so, the City will be able to incorporate safety improvements as a component of infrastructure projects and new development.

WHO

- City Commission
- Vision Zero Task Force
- Engineering, Planning, and Public Works Departments

WHEN

Review and update the Comprehensive Plan the first year this plan is adopted. When the entire Comprehensive Plan is updated, incorporate transportation safety goals and policies into the Transportation Element.

HOW

City staff should lead the review and update of the Transportation Element of the Comprehensive Plan. Coordinate with the Vision Zero Task Force and City department staff as needed to ensure community input and department coordination are incorporated into Comprehensive Plan updates.

COST

Moderate. Requires technical review and staff time to coordinate revisions and City Commission adoption.

DESIRED OUTCOME

Safety improvements are incorporated into new developments and infrastructure projects.

Policy #5: Publish Annual Safety Report

WHAT

Part of a Safe Systems Approach to tranportation systems is that responsibility is shared, safety is proactive, and redudancy is crucial. Publishing an annual safety report will provide regular accountability and communicate progress towards achieving the City's safety goals.

WHO

- The Vision Zero Task Force

WHEN

Annually publish a safety report.

HOW

- Use FDOT Signal4 database to report trends and other key metrics. Data will be used to track progress towards achieving annual crash reduction goals.
- Report progress with implementation of strategies and projects identified in this plan.
- Share success stories from previous year's safety investments and activities.
- Present annual plan to City Commission during a City Commission meeting.
- Coordinate with City of Fort Pierce Communications Department to ensure the annual report is promoted and publicly accessible.

COST

Moderate Cost. Staff time to analyze data, create report, and publish and promote annual report.

DESIRED OUTCOME

With regular reporting and accountability, annual progress reporting leadings to meaningful reductions in serious injury and fatal crashes.

Policy #6: Collect and Analyze Data for Project Evaluation

WHAT

Evaluation of projects and investments is critical to understand if they are effective. Collecting data before and after a project is constructed, or a program is administered, will help with evaluating safety outcomes. When projects are effective, evaluations can help identify what works locally and how similar strategies can be applied in other parts of the city.

WHO

- Vision Zero Task Force
- Engineering, Planning, and Public Works Departments

WHEN

Conduct data collection before and after every safety project and program. Incorporate findings annually in Annual Safety Report.

HOW

- Conduct community input surveys before and after a project.
- Measure vehicle speeds before and after a project.
- Measure the volume of all modes before and after a project.
- Collect crash data before and after project, include fatal and serious injury crashes and all crashes.
- Analyze changes in crash types before and after a project.

COST

Moderate Cost. Cost is for equipment and staff time to collect and analyze project data.

DESIRED OUTCOME

Measure changes in crash trends, particularly severe crashes. Communicate the effectiveness of safety investments and progress towards achieving safety goals.

04 PROGRAM RECOMMENDATIONS

PROGRAMS OVERVIEW

The program recommendations focus primarily on behavior changes through education and enforcement activities. The overall goal with these programs is to create a community culture of safety for everyone. These programs will reinforce the desired safety outcomes as a result of infrastructure investment and policy changes.

The program recommendations for this plan are:

- **Federal and State Traffic Safety Programs.** The Vision Zero Task Force should actively seek and implement approved federal and state supported programs that promote and facilitate improvements in alignment with Vision Zero and the Safe Systems Approach.
- **Targeted Enforcement.** Targeted enforcement helps reinforce safe travel behavior and following state and local traffic laws. Focusing enforcement activities in areas where crashes occur the most will prioritize limited public safety resources.
- **Annual Safety Marketing Campaign.** A city-led safety campaign will bring regular awareness and reminders to the community about the need for safe travel behavior. A safety campaign is part of a Safe Systems Approach to being proactive, sharing responsibility, and providing redundancy with implementation efforts. It also provide transparency and accountability for important safety work.
- **Annual Safety Award Program.** City of Fort Pierce's safety successes should be regularly celebrated. This program will provide an opportunity to recognize individuals and project success stories related to safety every year.
- **Post-Crash Care.** Providing quick response times to severe crashes, and enhancing on-site care resources increase the survivability of crashes. It also focuses on creating safe working environment for first responders.

Program #1 – Federal & State Traffic Safety Programs

What

The City of Fort Pierce should utilize federal and state programs aimed at achieving Vision Zero goals and Safe Systems implementation such as Safe STRIDES 2 Zero, Community Traffic Safety Teams (CTSTs), Highway Safety Improvement Program (HSIP) and Safe Routes to School (SRTS).

Who

- Vision Zero Task Force
- City Staff
- St. Lucie County Public Schools

When

Within the first year of the CSAP adoption, the City should identify and implement at least one federal or state supported Traffic Safety Program. It is recommended the City start with the SRTS program to provide safe street networks in school zones for the city's most vulnerable road users - children.

How

Prioritize programs around these six schools, which are within a three minute walk of a fatal crash site:

- Chester A. Moore Elementary1
- Creative Arts Academy of Saint Lucie
- Dale Cassens School
- Dan McCarty Middle School
- Lincoln Park Academy
- St. Lucie Elementary School

Conduct education activities at schools tailored to age and experience. Focus elementary and middle school programs on safe walking and bike riding topics. Focus high school programs on safe driving and impaired driving topics.

Identify infrastructure projects around schools that can improve safety for all users, with a particular focus on vulnerable road users.

Cost

Costs will vary. Most Federal grant programs require a 20% local match for the total cost of the program grant. Some state programs, such as Safe Routes to School, use state funds to cover the 20% federal requirement for a local match of the total cost of the project.

Desired Outcome

Reduction in crashes around schools, particularly the severe crashes.

Program #2 – Targeted Enforcement

WHAT

Targeted enforcement prioritizes speeding enforcement, DUI check points, and other safety enforcement activities along streets where crashes occur most frequently. Enforcement activities should be prioritized along the HIN network to support safety investments.

WHO

- Fort Pierce Police Department
- St. Lucie County Sheriff's Office
- Fort Pierce Vision Zero Task Force
- St. Lucie County Schools

WHEN

Conduct quarterly targeted enfirocement activities.

HOW

- Work with Vision Zero Task Force to identify locations for targeted enforcement. Prioritize locations along the HIN.
- Coordinate police and sheriff officers to conduct enforcement activities.
- Collect and share information about enforcement activities, such as number of traffic stops, tickets issued, and other relevant data to report.
- Share activity dates and post-activity findings with the Vision Zero Task Force.

COST

Moderate. Costs associated with staff time to conduct enforcement activity, equipment to conduct work and collect data, and staff time to analyze and report findings after enforcement activities.

DESIRED OUTCOME

Reduction in people driving speeding. Reduction in crash types and crash contributing factors that influence serious injury and fatal crashes.

Program #3 – Annual Safety Marketing Campaign

WHAT

A city-led safety campaign will bring regular awareness and reminders to the community about the need for safe travel behavior. A safety campaign is part of a Safe Systems Approach to being proactive, sharing responsibility, and providing redundancy with implementation efforts. It also provides transparency and accountability for important safety work.

WHO

- Vision Zero Task Force
- City of Fort Pierce Communications Department
- City Staff
- City Commission

WHEN

The annual safety marketing campaign should be done once a year. The campaign should last a week and focus on daily communication activities, including events, social media posts, and other media strategies to bring awareness to transportation safety.

HOW

- A sub-group of the Vision Zero Task Force should be identified annually to identify and select award recipients.
- Provide an award for at least one project and one person to acknowledge the success and impact that is a result of their efforts or construction.
- Align the award presentation with the City's annual safety campaign.
- The City Commission should be responsible for presenting the award at a regular city commission meeting.

COST

Low to Moderate. The cost is associated with staff time to create campaign materials, and the cost associated with printing materials and hosting events.

DESIRED OUTCOME

Consistent communication about transportation safety reinforces and reminds people about the need to travel safely. The campaign becomes something the community expects and recognizes every year.

Program #4 – Annual Safety Award Program

What

A safety award program will promote a safety culture in the community and celebrating the people and projects making the community safer. Awards should be given annually to promote continuous work to improve safety outcomes in Fort Pierce.

Who

- Vision Zero Task Force
- City of Fort Pierce Communications Department
- City Staff
- City Commission

When

The safety awards would be given annually. To create redundancy and reinforce other efforts, the annual awards should be coordinated with the City's annual week-long safety campaign.

How

- A sub-group of the Vision Zero Task Force should be identified annually to identify and select award recipients.
- Provide an award for at least one project and one person to acknowledge the success and impact that is a result of their efforts or construction.
- Align the award presentation with the City's annual safety campaign.
- The City Commission should be responsible for presenting the award at a regular city council meeting.

Cost

Low. The cost is associated with staff time to create award, and the cost associated with the plaque or trophy to document the award.

Desired Outcome

Create a legacy of safety stewardship by annually acknowledging people and projects that are improving transportation safety in Fort Pierce.

Program #5 – Post-Crash Care

WHAT

Post-crash care includes three areas of focus: strategies to improve response times to crash sites, resources to improve survivability through on-site care, and strategies to improve the safety of first responders getting to crash sites and at crash sites.

WHO

- Area Hospitals
- Fort Pierce Police Department
- St. Lucie County Fire District
- St. Lucie County Sheriff's Office
- St. Lucie County Emergency Medical Services Advisory Council

WHEN

Annual training for EMS to improve on-site care and on-site safety procedures. Regular investments in technology and other resources to improve response times and resources to improve on-site care.

HOW

- Coordinate with response partners (St. Lucie FD, St. Lucie EMS, St. Lucie Sheriff Dept)
- Implement response time optimization program to review existing practices and evaluate for opportunities to improve operational efficiency
- Develop priority trauma center routes
- Enhance crash-scene care with implementations such as cold-stored whole blood on EMS vehicles
- Annual reporting on the Safety Report Card of crash response times, EMS notification of crash times, and EMS to hospital arrival times

COST

Low to High. Low cost activities can be regular training for EMS staff. Moderate to high investments can be technology and resource related e.g. vehicle technology or signal preemption.

DESIRED OUTCOME

Establish and implement protocols for post-crash response time review to increase efficiency, cross-trained first responders to improve survival rate of crash victims, and continued regional coordination to further optimize crash response and trauma center coordination.

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05 IMPLEMENTATION

BUDGETING STRATEGY

Over the past five years, the City of Fort Pierce Engineering Department has averaged ten full-time staff with an average annual operating budget of around $1 million. Additionally, the City of Fort Pierce five-year transportation capital improvement program has a total project cost identified of $65 million. Of the $65 million project costs, $45 million in project costs are unfunded.

Given the limits in operating resources and capital investment constraints, the City will focus on the following strategies to maximize investment benefits:

- **Reprioritize existing operating budgets.** City staff will look for creative ways to work with existing operating budgets. Staff can focus a portion of their time on safety-related work. An example would be dedicating staff time to creating and sustaining the proposed Vision Zero Task Force.
- **Pursue grants.** For programs and projects, the City will be opportunitistic and look for additional funding resources, such as competitive grant programs like the SS4A program or other federal or state programs and provide resources for safety programs and projects.
- **Leverage funding from regional partners like St. Lucie County and FDOT.** For HIN segments in the City of Fort Pierce on County or state owned roadways, the City will work with the respective roadway owners to fund safety improvements. Implementation needs are a shared responsibility across several roadway owners.

When the City is working on implementation, it should prioritize investments in maintenance and physical changes to streets. However, rebuilding roads alone will not solve the community's safety needs. A comprehensive approach to change is needed.

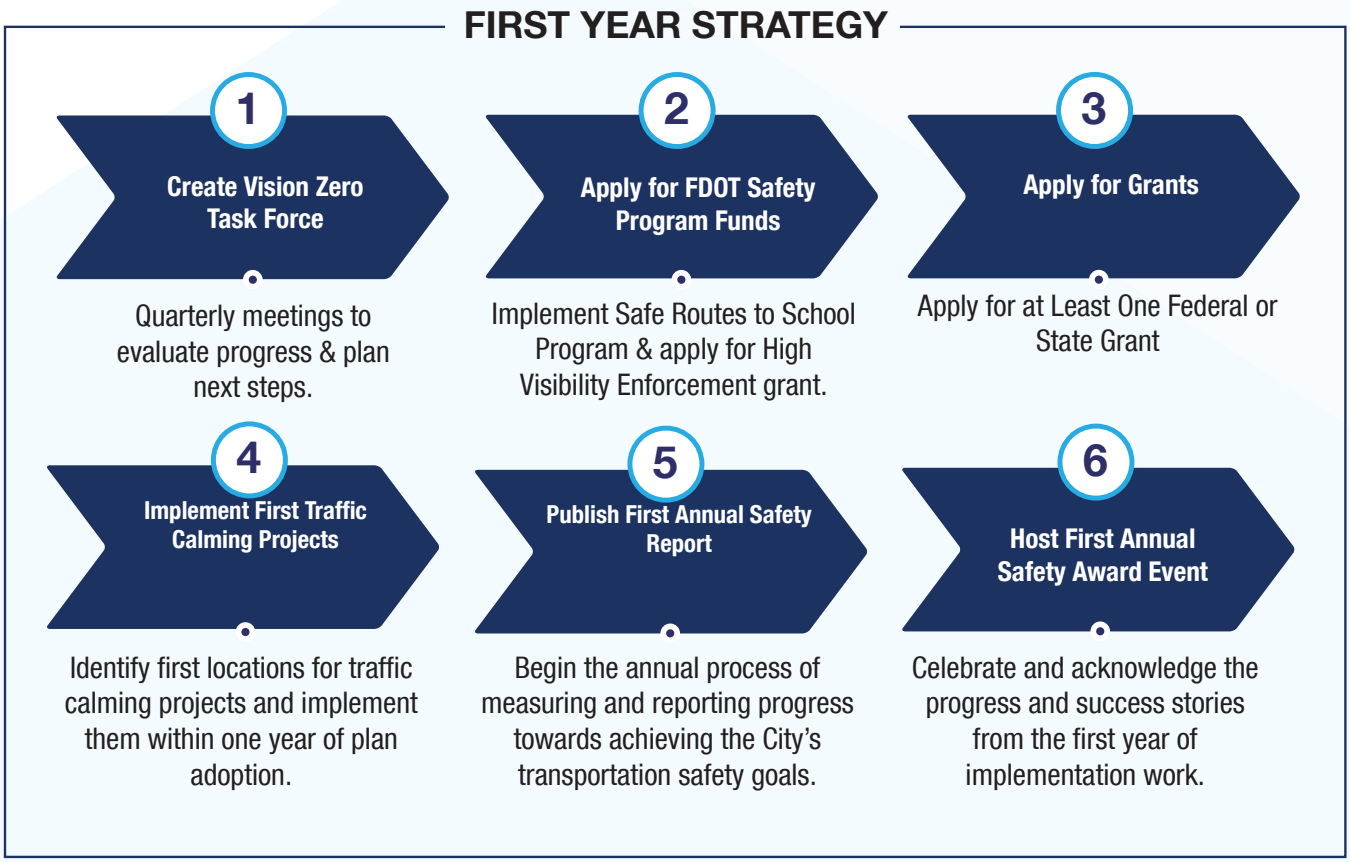
For annual budgeting, the city will focus on allocating resources to all of these categories. This strategy will provide a consistent and comprehensive appraoch to transportation safety investments. The proposed percentages are provided as a decision-making guide.

- **75%Projects.** Changing the physical design of streets will provide the greatest return-on-investment related to reductions in serious injury and fatal crashes. As such, the majority of funding should be directed to projects that change the phsyical design or operations of the street.
- **10%Programs.** Enforcement and education campaigns will promote safer travel behaviors in the city. Funding is needed to make these programs to be consistent annual activities.
- **10%Policy.** Like programs, policy work is needed to support transportation safety decision-making. This budget category will primarily focus on staff time and staff resources needed to complete the policy recommendations in this plan.
- **5% Evaluation & Reporting.** Data collection and reporting is a cornerstone of this plan. It is needed to communicate progress towards the City's transportation safety goals and measure the effectiveness of the safety investments made in Fort Pierce. Doing this work requires annual funding.

YEAR 1 STRATEGY

The first year after adopting the Comprehensive Safety Action Plan (CSAP) will be crucial to establishing the pace and determining success of the plan moving forward. The recommendations in this section are prioritized from the projects, policies, and programs strategized in this plan, with focus on the actions that should be performed within the first year.

- **Create VZ Task Force.** The Task Force will be pivotal in implementing the CSAP. The Task Force should meet quarterly to review progress, report outcomes, and continuously coordinate safety work between multiple agencies, departments, and community members.
- **Apply for FDOT Safety Program Funds.** Initiate Safe Routes to School (SRTS) program and Targeted Enforcement program through FDOT funding sources such as SRTS and High Visibility Enforcement grants.
- **Apply for Federal and State Grants.** Completeing the CSAP positions the City to be competitive for additional grant funding. The city should pursue applying for the SS4A grants or other federal or state grant programs.
- **Implement First Traffic Calming Project.** Within the first year, the City should implement at least one traffic calming measure, such as restriping lanes and crosswalks or completing a quick-build project.
- **Publish First Annual Safety Report.** To assess effectiveness, all initiatives should be evaluated before, during, and after implementation, with results report progress towards achieving the City's transportation safety goals.
- **Host First Annual Safety Award Event.** The City should host an annual safety award event to celebrate and acknowledge success stories, as well as encourage continued involvement and focus on Fort Pierce's transportation safety goals.



Comprehensive Safety Action Plan Implementation Table

The CSAP Implementation Table organizes and summarizes all of the policy, program, and project recommendations into a single table. The table can be used to track progress toward completing the recommendations of this plan.

ACTION	TYPE OF ACTION	LEAD	SUPPORT
POLICY RECOMMENDATIONS			
Establish Vision Zero Task Force	Policy	City Staff	FDOT TPO Public Safety Officials Community Members
Design Streets for Safety	Policy	City Staff	FPPD FDOT SLC
Create Comprehensive Speed Management Policy	Policy	City Staff	FPPD SLC-Sheriff's Office FDOT
Update City of Fort Pierce Comprehensive Plan	Policy	Vision Zero Task Force	City Commission FP Planning Dept. FP Public Works Dept.
Publish Annual Safety Report	Policy	Vision Zero Task Force	FP Engineering Dept.
Collect and Analyze Data for Project Evaluation	Policy	Vision Zero Task Force	FP Engineering Dept.
PROGRAM RECOMMENDATIONS			
Safe Routes to School	Program	City Staff	SLC Public Schools
Targeted Enforcement	Program	Vision Zero Task Force	FPPD SLC-Sheriff's Office
Annual Safety Marketing Campaign	Program	Vision Zero Task Force	City Staff City Commission FP Communications Dept.
Annual Safety Award Program	Program	Vision Zero Task Force	City Staff City Commission FP Communications Dept.
Post-Crash Care	Program	Vision Zero Task Force	Area Hospitals FPPD SLCFD SLC EMS Advisory Council

ACTION	TYPE OF ACTION	LEAD	SUPPORT
PROJECT RECOMMENDATIONS			
US-1: Juanita Ave to Seaway Dr	Project	FDOT	FP Engineering
US-1: Seaway Dr to Ohio Ave	Project	FDOT	FP Engineering
Indian River Dr: Florida Ave to Savannah Rd	Project	SLC	FDOT VZTF SLCSO
Seaway Dr: Harbour Isle Dr to S Ocean Dr	Project	FP Engineering	VZTF FDOT SLCSO
US-1: Ohio Ave to Farmers Market Rd	Project	FDOT	FP Engineering FPPD SLCSO
US-1: Farmers Market Rd to Ulrich Rd	Project	FDOT	FP Engineering FPPD SLCSO
Edwards Rd: Sunrise Blvd to US-1	Project	SLC	FP Engineering
SR-70/Okeechobee Rd: Kings Hwy to McNeil Rd	Project	FDOT	FP Engineering
Avenue D: N 29th St to N 13th St	Project	FP Engineering	VZTF FDOT
Oleander Ave: Revels Ln to Ohio Ave	Project	SLC	FP Engineering

ACTION	TYPE OF ACTION	LEAD	SUPPORT
SR-70/Virginia Ave: S 25th St to US-1	Project	FDOT	FP Engineering
Okeechobee Rd/Delaware Ave: S 29th St to US-1	Project	FDOT SLC FP Engineering	VZTF
SR-70/Okeechobee Rd: McNeil Rd to S 29th St	Project	FDOT SLC FP Engineering	VZTF
Georgia Ave: Okeechobee Rd to US-1	Project	FP Engineering	VZTF
13th St: Avenue M to Georgia Ave	Project	FP Engineering	VZTF
Orange Ave: Angle Rd to US-1	Project	FDOT FP Engineering	VZTF FPPD
25th St: Rosarita Ave to Virgina Ave	Project	FDOT SLC	VZTF FPPD
S 33rd St/Delaware Ave: Okeechobee Rd to S 25th St	Project	SLC FP Engineering	FDOT FPPD VZTF
17th St: Avenue D to Delaware Ave	Project	FP Engineering	VZTF FPPD
Sunrise Blvd: Virgina Ave to Ohio Ave	Project	SLC FP Engineering	FDOT SLCSO VZTF FPPD

APPENDIX A

APPENDIX A: PROJECT RANKING TABLE & PROJECT SUMMARY SHEETS

This project table summarizes each of the 20 safety projects identified in this plan. Each project is assigned a unique Map ID for reference. Safety data includes the total number of crashes along the project corridor over the past five years, with a breakdown of serious injuries and fatalities crashes. The overall ranking score is designed to assist City staff in selecting projects for annual funding, coordinating with FDOT and St. Lucie County, and pursuing state or federal grant opportunities.

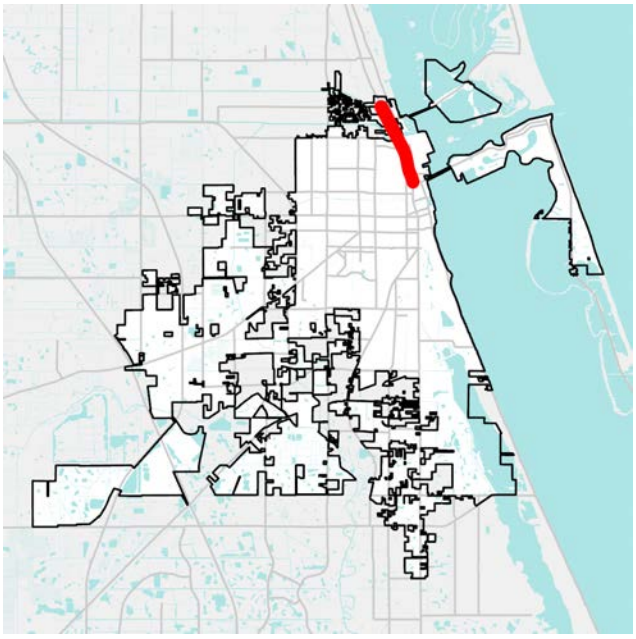
Following the table, individual project summary sheets provide additional details, including roadway context, predominant crash types, and recommended safety strategies. This information supports grant applications and facilitates coordination with regional partners.

MAP ID	PROJECT LOCATION	
	STREET NAME	FROM
5	US-1	Ohio Ave
17	25th St	Rosarita Ave
6	US-1	Farmers Market Rd
2	US-1	Seaway Dr
11	SR-70/Virginia Ave	S 25th St
1	US-1	Juanita Ave
8	SR-70/ Okeechobee Rd	Kings Hwy
10	Oleander Ave	Revels Ln
15	13th St	Avenue M
7	Edwards Rd	Sunrise Blvd
9	Avenue D	N 29th St
18	S 33rd St/ Delaware Ave	Okeechobee Rd
13	SR-70/ Okeechobee Rd	McNeil Rd
16	Orange Ave	Angle Rd
4	Seaway Dr	Harbour Isle Dr
12	Okeechobee Rd/ Delaware Ave	S 29th St
14	Georgia Ave	Okeechobee Rd
19	17th St	Avenue D
3	Indian River Dr	Florida Ave
20	Sunrise Blvd	Virginia Ave

	CRASH RANK SCORE			
TO	TOTAL CRASHES	SERIOUS INJURY CRASHES	FATAL CRASHES	OVERALL CRASH RANKING
Farmers Market Rd	1230	22	6	1
Virginia Ave	1139	16	6	2
Ulrich Rd	627	13	5	3
Ohio Ave	766	10	1	4
US-1	717	9	3	5
Seaway Dr	432	12	1	6
McNeil Rd	824	5	2	7
Ohio Ave	319	8	3	8
Georgia Ave	255	9	1	9
US-1	293	6	2	10
N 13th St	210	9	1	11
S 25th St	254	6	1	12
S 29th St	429	4	1	13
US-1	832	7	0	14
S Ocean Dr	149	6	1	15
US-1	647	6	0	16
US-1	212	4	2	17
Delaware Ave	171	5	1	18
Savannah Rd	40	5	4	19
Ohio Ave	129	3	1	20

Map ID 1: US 1 from Juanita Avenue to Seaway Drive

This US 1 segment serves commuters, freight trucks, and drivers from northern cities and Fort Pierce suburbs. It ends at Seaway Drive, the only access point to inlet businesses and residences. This segment sees diverse traffic and has a history of severe crashes – at least 2 fatalities and over 5 serious injury crashes in the past 5 years.



TOP 3 CRASH TYPES

- » Left Turn
- » Rear End
- » Same Direction Sideswipe

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

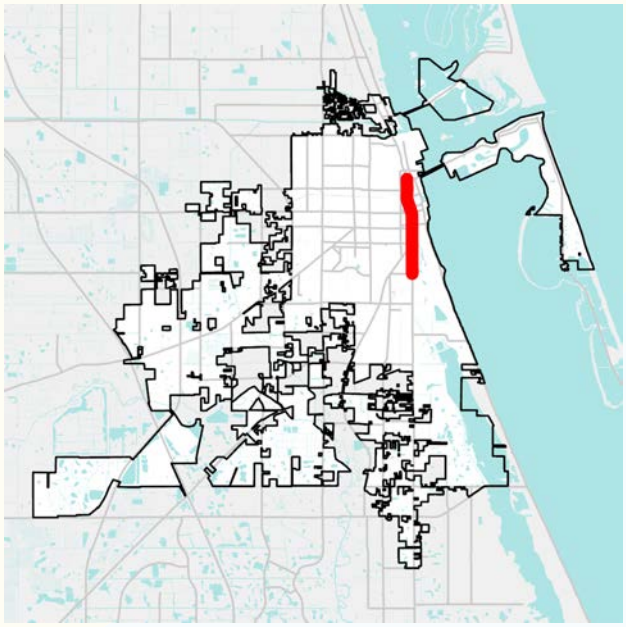
Overall Crash Ranking	**#6**
Total Crashes	432
Serious Crashes	12
Fatal Crashes	1

ROADWAY CONTEXT

Ownership	FDOT
Context Classification	Urban
Vehicle Volume (Cars per day)	High (> 15,000)
Functional Classification	Arterial

Map ID 2: US 1 from Seaway Drive to Ohio Avenue

This segment of US 1 goes through the warehouse district towards a dense residential area. The segment terminates at a busy intersection that offers a variety of shopping including a grocery store and the Indian Hills Golf Course. This segment of roadway has experienced a high frequency of crashes overall, including a fatal crash and nearly ten serious injury crashes.



TOP 3 CRASH TYPES

- » Left Turn
- » Rear End
- » Same Direction Sideswipe

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

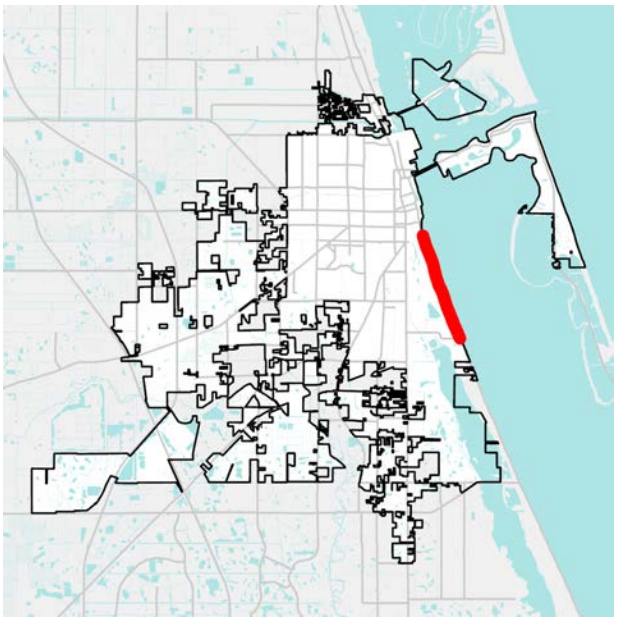
Overall Crash Ranking	**#4**
Total Crashes	766
Serious Crashes	10
Fatal Crashes	1

ROADWAY CONTEXT

Ownership	FDOT
Context Classification	Urban
Vehicle Volume (Cars per day)	High (> 15,000)
Functional Classification	Arterial

Map ID 3: Indian River Drive from Florida Avenue to Savannah Road

This segment of Indian River is a two-lane residential road along the waterfront. Despite being primarily residential, this roadway has experienced multiple fatal crashes along this segment. At community meetings, people shared that people speeding is a regular concern along this road.



TOP 3 CRASH TYPES

- Rear End
- Run-Off-Road/Single Vehicle
- Same Direction Sideswipe

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Longitudinal Rumble Strips and Stripes on Two-Lane Roads
- ✓ Median Barriers
- ✓ Wider Edge Lines
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

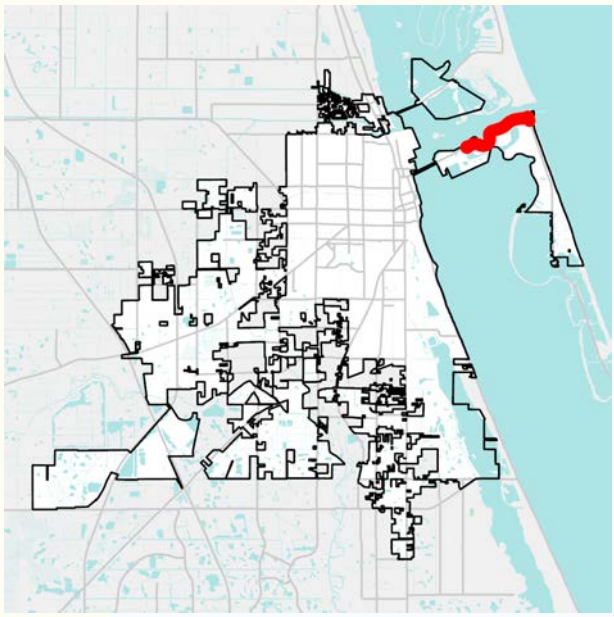
Overall Crash Ranking	**#19**
Total Crashes	40
Serious Crashes	5
Fatal Crashes	4

ROADWAY CONTEXT

Ownership	Interlocal Agreement
Context Classification	Suburban
Vehicle Volume (Cars per day)	Medium (2,000-15,000)
Functional Classification	Arterial

Map ID 4: Seaway Drive from Harbour Isle Drive to South Ocean Drive

This segment of Seaway Dr. is the main access road to the inlet. Access to multiple marinas, condos, hotels and restaurants are along this section of roadway. Vehicles transporting boats, locals in sports cars, and tourists visiting the marinas all travel along this two-lane roadway. This segment of roadway has a high frequency of crashes including a fatal and multiple serious injury crashes.



TOP 3 CRASH TYPES

- » Rear End
- » Run-Off-Road/Single Vehicle
- » Nighttime

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Crosswalk Visibility Enhancements
- ✓ RRFBs
- ✓ Road Diet
- ✓ Longitudinal Rumble Strips and Stripes on Two-Lane Roads
- ✓ Median Barriers
- ✓ Wider Edge Lines
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

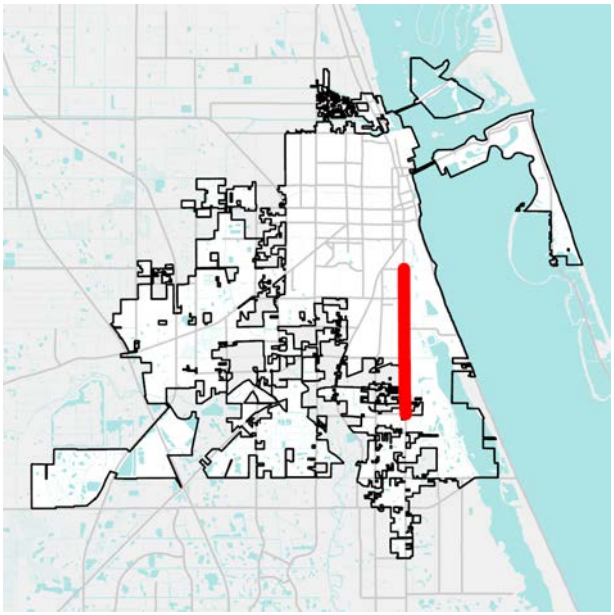
Overall Crash Ranking	**#15**
Total Crashes	149
Serious Crashes	6
Fatal Crashes	1

ROADWAY CONTEXT

Ownership	Fort Pierce
Context Classification	Suburban
Vehicle Volume (Cars per day)	High (> 15,000)
Functional Classification	Arterial

Map ID 5: US 1 from Ohio Avenue to Farmers Market Road

This segment of US 1 is a busy multilane roadway, passing by various businesses, shopping plazas, churches, hotels, and residential neighborhoods. There are many access points along this road from adjacent properties. This segment of roadway carries all types of drivers and various types of vehicles (locals to tourists, large trucks and transport vehicles). The segment of roadway has a history of dangerous and deadly crashes.



TOP 3 CRASH TYPES

- » Left Turn
- » Rear End
- » Same Direction Sideswipe

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

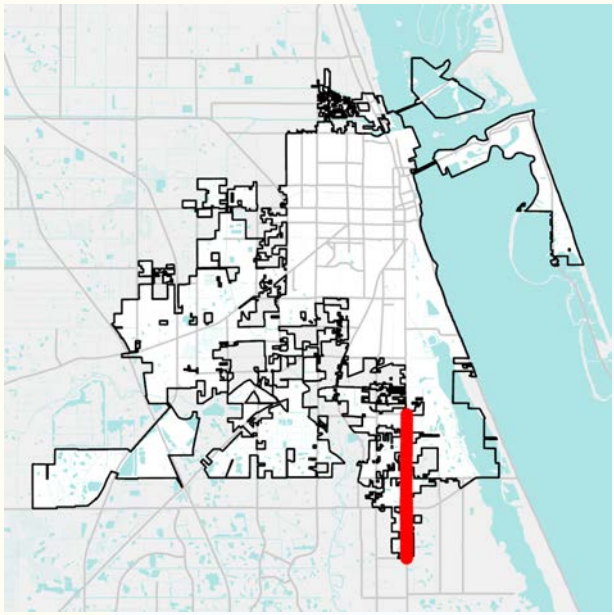
Overall Crash Ranking	**#1**
Total Crashes	1230
Serious Crashes	22
Fatal Crashes	6

ROADWAY CONTEXT

Ownership	FDOT
Context Classification	Urban
Vehicle Volume (Cars per day)	High (> 15,000)
Functional Classification	Arterial

Map ID 6: US 1 from Farmers Market Road to Ulrich Road

This section of US 1 leads to the southern edge of the city boundary. Mobile home parks, auto-related businesses, and car dealerships line the road. US-1 carries regional traffic in addition to local traffic. This stretch of US-1 has a history of consistent crashes, particularly fatal and serious injury crashes.



TOP 3 CRASH TYPES

- Left Turn
- Rear End
- Same Direction Sideswipe

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Longitudinal Rumble Strips and Stripes on Two-Lane Roads
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

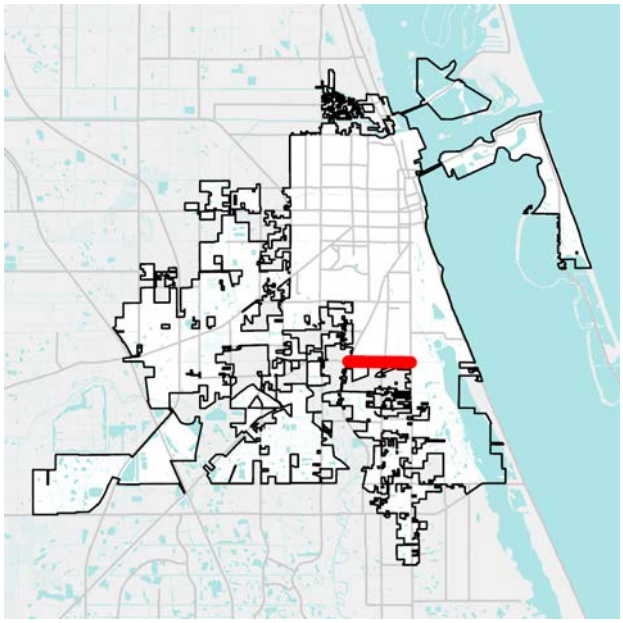
Overall Crash Ranking	**#3**
Total Crashes	627
Serious Crashes	13
Fatal Crashes	5

ROADWAY CONTEXT

Ownership	FDOT
Context Classification	Suburban
Vehicle Volume (Cars per day)	High (> 15,000)
Functional Classification	Arterial

Map ID 7: Edwards Road from Sunrise Boulevard to US-1

This section of Edwards Road connects several residential neighborhoods on the north side and large industrial and municipal properties on the south side. Although mostly residential, this road still experiences a high volume of crashes (particularly along the east end) including multiple fatal and serious injury crashes.



TOP 3 CRASH TYPES

- » Left Turn
- » Rear End
- » Same Direction Sideswipe

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Longitudinal Rumble Strips and Stripes on Two-Lane Roads
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

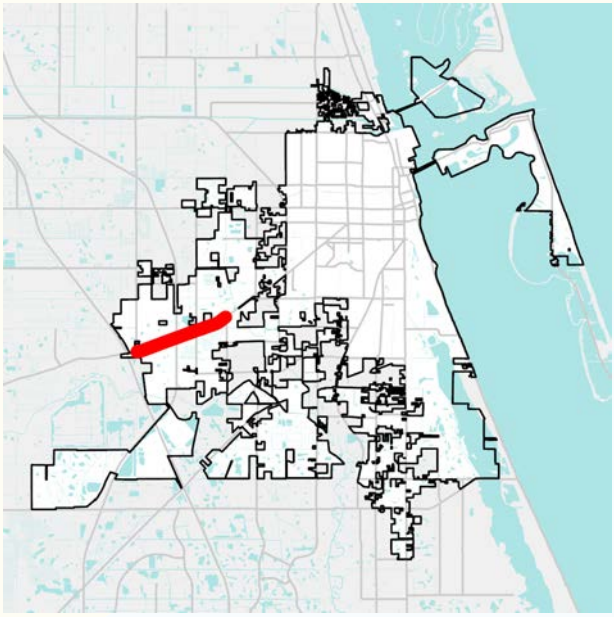
Overall Crash Ranking	**#10**
Total Crashes	293
Serious Crashes	6
Fatal Crashes	2

ROADWAY CONTEXT

Ownership	St. Lucie County
Context Classification	Suburban
Vehicle Volume (Cars per day)	Medium (2,000 – 15,000)
Functional Classification	Arterial

Map ID 8: SR-70 / Okeechobee Road from Kings Highway to McNeil Road

This section of SR-70/Okeechobee Rd. is just east of the FL-Turnpike exit and passes through I-95 interchange. Hotels, restaurants, and truck stops are west of I-95 and residential areas and Walmart are to the east. This segment is a high-traffic volume area. Drivers entering Fort Pierce off the highway are traveling at high speeds and contribute to the high volume of crashes on this segment.



TOP 3 CRASH TYPES

- Left Turn
- Rear End
- Same Direction Sideswipe

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Longitudinal Rumble Strips and Stripes on Two-Lane Roads
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

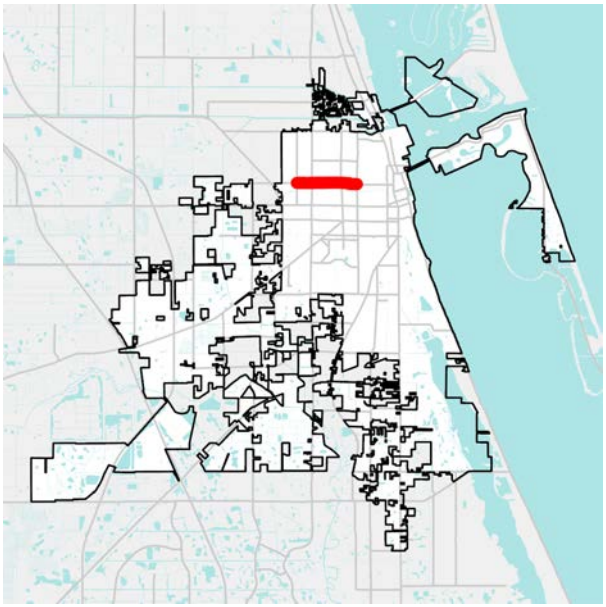
Overall Crash Ranking	**#7**
Total Crashes	824
Serious Crashes	5
Fatal Crashes	2

ROADWAY CONTEXT

Ownership	FDOT
Context Classification	Suburban
Vehicle Volume (Cars per day)	High (> 15,000)
Functional Classification	Arterial

Map ID 9: Avenue D from N 29th Street to N 13th Street

This segment of Avenue D is in the middle of Fort Pierce north of Orange Avenue. Local businesses, daycares, and churches are scattered along this section of primarily single-family home neighborhoods. Due to the nature of the area high-pedestrian activity can be expected and there are many driveway access points.



TOP 3 CRASH TYPES

- » Angle
- » Left Turn
- » Right Turn

RECOMMENDED COUNTERMEASURES

- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

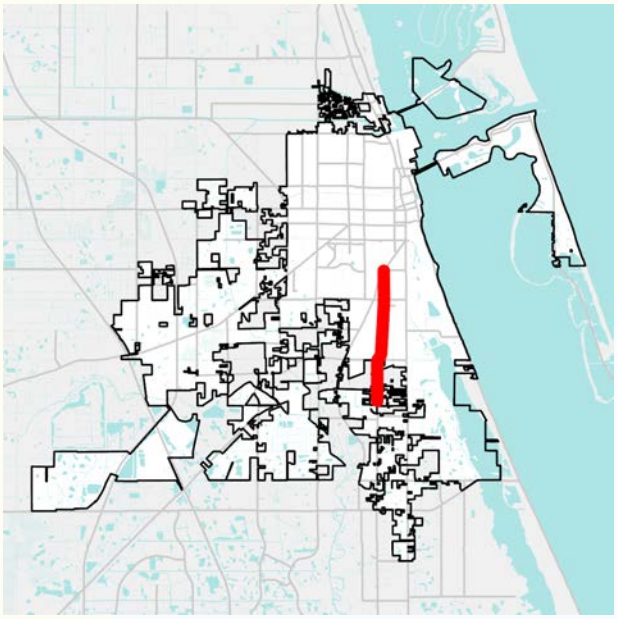
Overall Crash Ranking	**#11**
Total Crashes	210
Serious Crashes	9
Fatal Crashes	1

ROADWAY CONTEXT

Ownership	Fort Pierce
Context Classification	Suburban
Vehicle Volume (Cars per day)	Medium (2,000 – 15,000)
Functional Classification	Collector

Map ID 10: Oleander Avenue from Revels Lane to Ohio Avenue

This segment of Oleander Ave. is a two-lane north-south corridor in Fort Pierce. Dense residential communities are at the northern end. Industrial areas and less dense residential areas are on the southern end of the segment Although most of the crashes on this segment are on the north end, fatal crashes have occurred along this entire segment.



TOP 3 CRASH TYPES

- » Angle
- » Left Turn
- » Rear End

RECOMMENDED COUNTERMEASURES

- ✓ Road Diet
- ✓ Longitudinal Rumble Strips and Stripes on Two-Lane Roads
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

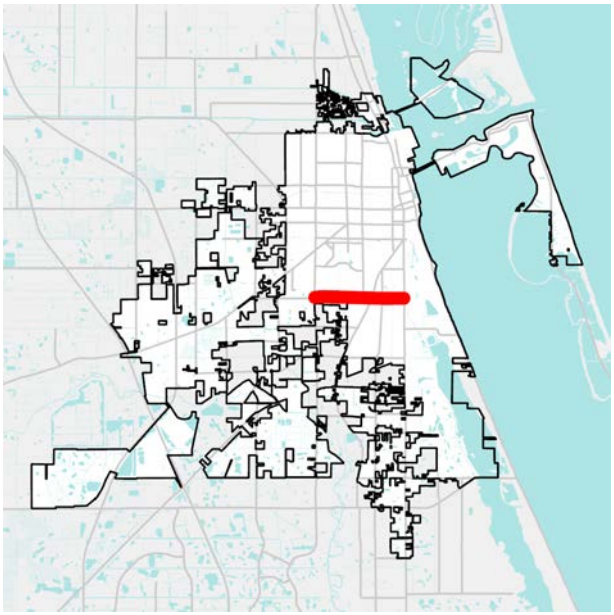
Overall Crash Ranking	**#8**
Total Crashes	319
Serious Crashes	8
Fatal Crashes	3

ROADWAY CONTEXT

Ownership	St. Lucie County
Context Classification	Urban
Vehicle Volume (Cars per day)	Medium (2,000 – 15,000)
Functional Classification	Arterial

Map ID 11: SR-70 / Virginia Avenue from S 25th Street to US-1

Virginia Avenue is a major east-west route through Fort Pierce. Virginia Avenue is adjacent to Indian River State College, the Fenn Center, the Lawnwood Baseball Complex, and St. Lucie Elementary School. Virginia Avenue is primarily commercial in land use context. Countermeasures along Virginia Avenue are focused on slowing drivers down, safety improvements at intersections, and sightline improvements.



TOP 3 CRASH TYPES

- » Left Turn
- » Rear End
- » Same Direction Sideswipe

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

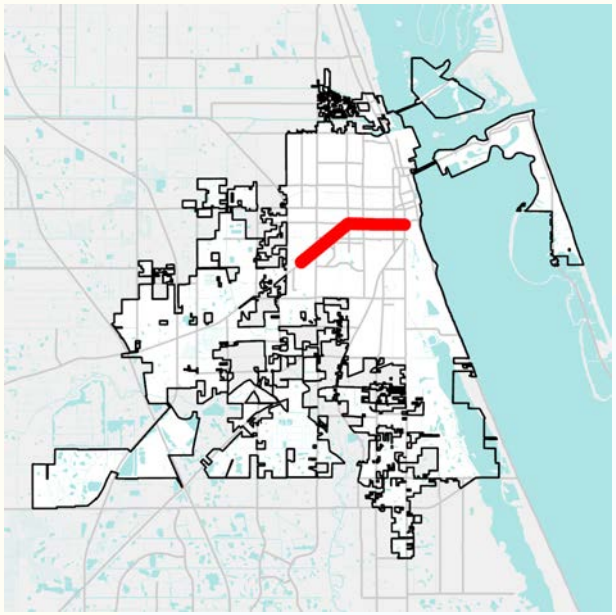
Overall Crash Ranking	**#5**
Total Crashes	717
Serious Crashes	9
Fatal Crashes	3

ROADWAY CONTEXT

Ownership	FDOT
Context Classification	Urban
Vehicle Volume (Cars per day)	High (> 15,000)
Functional Classification	Arterial

Map ID 12: Okeechobee Road/Delaware Road from S 29th Street to US-1

Okeechobee Road and Delaware Avenue are major east-west corridors connecting I-95 and Florida's Turnpike to the heart of Fort Pierce. This segment of Okeechobee Road and Delaware Avenue transition from a commercial context to a residential context, passing by the Creative Arts Academy of St. Lucie. Countermeasures on this segment focus on slowing drivers down and safety improvements at intersections.



TOP 3 CRASH TYPES

- » Angle
- » Rear End
- » Same Direction Sideswipe

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

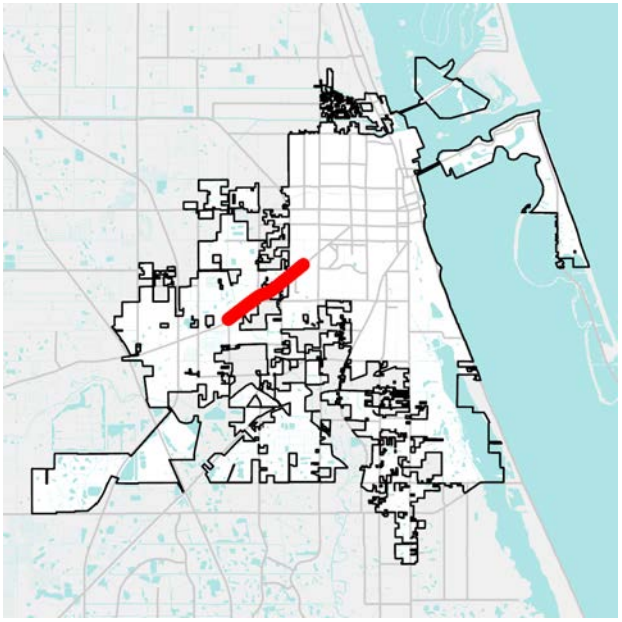
Overall Crash Ranking	**#16**
Total Crashes	647
Serious Crashes	6
Fatal Crashes	0

ROADWAY CONTEXT

Ownership	Interlocal Agreement (St. Lucie County and Fort Pierce)
Context Classification	Urban
Vehicle Volume (Cars per day)	High (> 15,000)
Functional Classification	Arterial

Map ID 13: SR-70 / Okeechobee Road from McNeil Road to S 29th Street

Okeechobee Road is a major east-west corridor, running cross-state from Bradenton to Fort Pierce. Okeechobee Road is directly connected to I-95 and Florida's Turnpike. Countermeasures along this segment of Okeechobee Road are focused on slowing drivers down, driveway access management, and safety improvements at intersections.



TOP 3 CRASH TYPES

- » Left Turn
- » Rear End
- » Same Direction Sideswipe

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

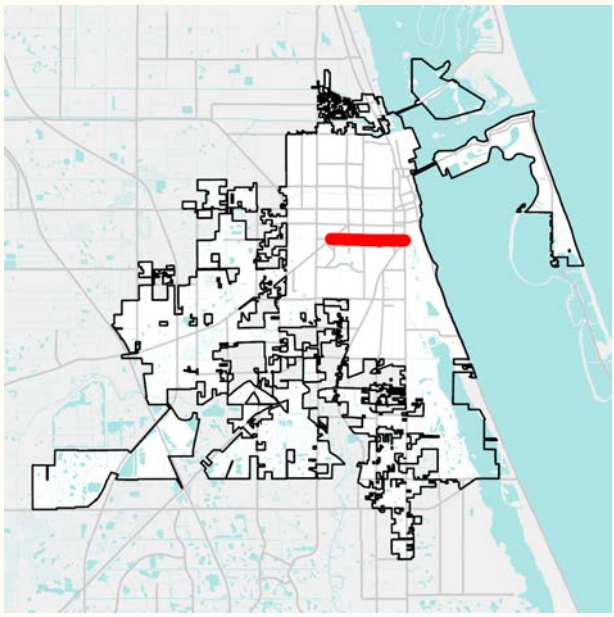
Overall Crash Ranking	**#13**
Total Crashes	429
Serious Crashes	4
Fatal Crashes	1

ROADWAY CONTEXT

Ownership	FDOT/Interlocal Agreement (Fort Pierce and St. Lucie County)
Context Classification	Urban
Vehicle Volume (Cars per day)	High (> 15,000)
Functional Classification	Arterial

Map ID 14: Georgia Avenue from Okeechobee Road to US-1

Georgia Avenue is an important east-west corridor through Fort Pierce. Georgia Avenue is primarily residential in context. This segment of Georgia Avenue is near the Fort Pierce Recreation Center and the Garden Club of Fort Pierce. Proposed countermeasures along this segment of Georgia Avenue are focused on slowing people down, improving roadway conditions, regulating driveway access, and safety improvements at intersections.



TOP 3 CRASH TYPES

- » Angle
- » Rear End
- » Run-Off-Road/Single Vehicle

RECOMMENDED COUNTERMEASURES

- ✓ Road Diet
- ✓ Wider Edge Lines
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

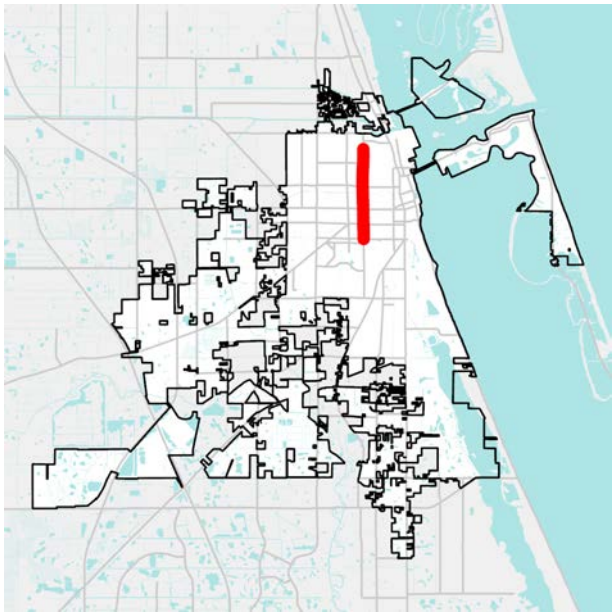
Overall Crash Ranking	**#17**
Total Crashes	212
Serious Crashes	4
Fatal Crashes	2

ROADWAY CONTEXT

Ownership	Fort Pierce
Context Classification	Urban
Vehicle Volume (Cars per day)	Medium (2,000 – 15,000)
Functional Classification	Collector

Map ID 15: 13th Street from Avenue M to Georgia Avenue

13th Street is an important north-south road through Fort Pierce. This portion of 13th Street intersects important east-west corridors such as Avenue D, Orange Avenue, Delaware Avenue and Georgia Avenue. This segment also passes by Horatio Grisby Park. Proposed countermeasures along this segment of 13th Street are focused on slowing people down, safety improvements at intersections, and regulating driveway access.



TOP 3 CRASH TYPES

- » Angle
- » Left Turn
- » Rear End

RECOMMENDED COUNTERMEASURES

- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

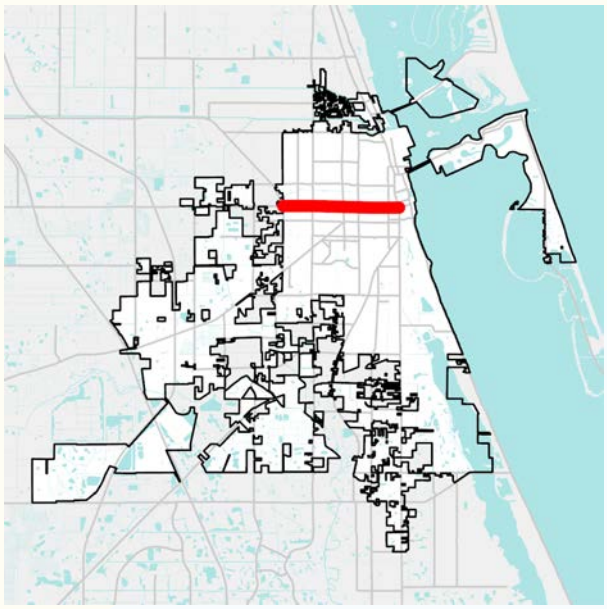
Overall Crash Ranking	**#15**
Total Crashes	255
Serious Crashes	9
Fatal Crashes	1

ROADWAY CONTEXT

Ownership	Fort Pierce
Context Classification	Urban
Vehicle Volume (Cars per day)	Medium (2,000 – 15,000)
Functional Classification	Collector

Map ID 16: Orange Avenue from Angle Road to US-1

Orange Avenue is a major east-west route in Fort Pierce. Orange Avenue directly connects to I-95 and connects to Downtown Fort Pierce. This segment of Orange Avenue is primarily commercial in context. The proposed countermeasures for this segment of Orange Avenue are focused on slowing people down, safety improvements at intersections, and regulating driveway access.



TOP 3 CRASH TYPES

- » Angle
- » Left Turn
- » Rear End

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

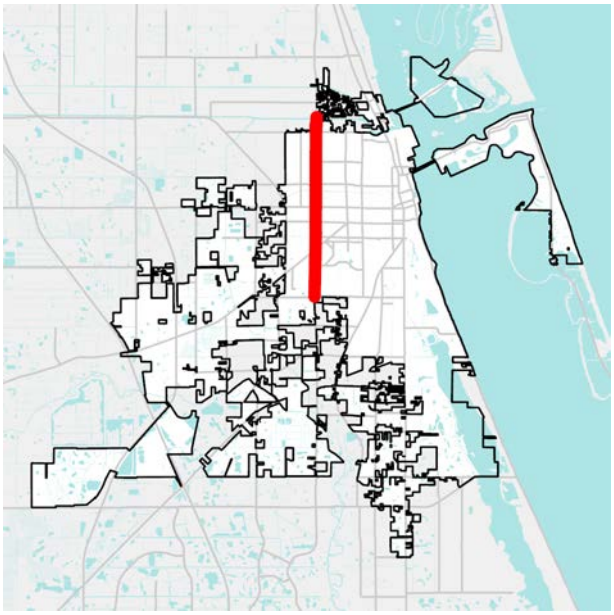
Overall Crash Ranking	**#14**
Total Crashes	832
Serious Crashes	7
Fatal Crashes	0

ROADWAY CONTEXT

Ownership	FDOT
Context Classification	Urban
Vehicle Volume (Cars per day)	High (>15,000)
Functional Classification	Arterial

Map ID 17: 25th Street from Rosarita Avenue to Virginia Avenue

25th Street is a major route in Fort Pierce, connecting northern St. Lucie County and western Fort Pierce to Port St. Lucie. This segment of 25th Street has a combination of commercial and residential properties and passes by Av Elks Park and Dreamland Park. Proposed countermeasures are focused on slowing drivers down, safety improvements at intersections, and regulating driveway access.



TOP 3 CRASH TYPES

- » Left Turn
- » Rear End
- » Same Direction Sideswipe

RECOMMENDED COUNTERMEASURES

- ✓ Variable Speed Limits
- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Reduced Left-Turn Conflict Intersections
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

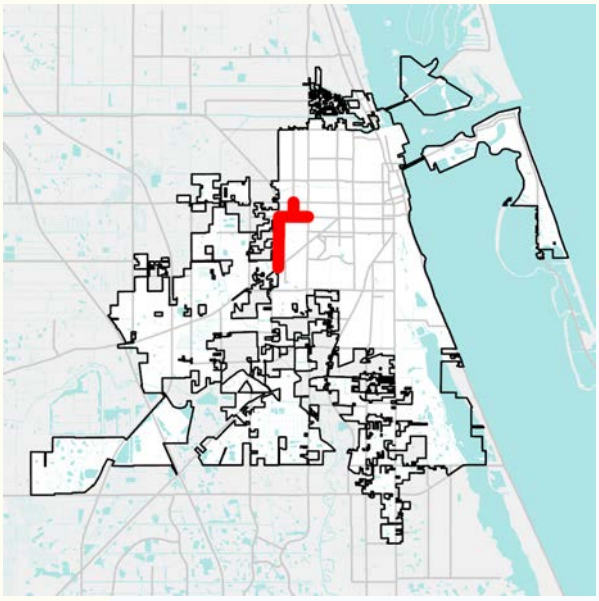
Overall Crash Ranking	**#2**
Total Crashes	1139
Serious Crashes	16
Fatal Crashes	6

ROADWAY CONTEXT

Ownership	St. Lucie County
Context Classification	Urban
Vehicle Volume (Cars per day)	High (>15,000)
Functional Classification	Arterial

Map ID 18: S 33rd Street / Delaware Avenue from Okeechobee Road to S 25th Street

South 33rd Street, South 29th Street, and Delaware Avenue are streets that connect neighborhoods in western Fort Pierce. The highlighted segments are near Av Elks Park and Dreamland Park. Additionally, there are several nearby churches. Proposed countermeasures along these segments are focused on slowing drivers down and safety improvements at intersections.



TOP 3 CRASH TYPES

- Angle
- Left Turn
- Rear End

RECOMMENDED COUNTERMEASURES

- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

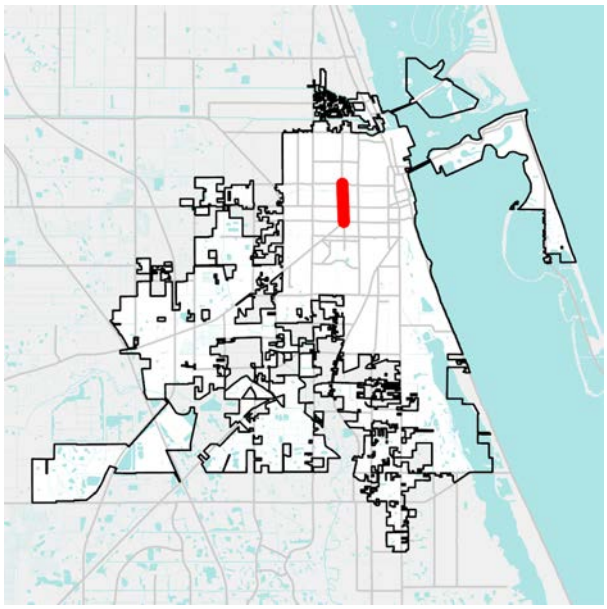
Overall Crash Ranking	**#12**
Total Crashes	254
Serious Crashes	6
Fatal Crashes	1

ROADWAY CONTEXT

Ownership	Interlocal Agreement (St. Lucie County and Fort Pierce)
Context Classification	Suburban
Vehicle Volume (Cars per day)	Medium (2,000 - 15,000)
Functional Classification	Collector

Map ID 19: 17th Street from Avenue D to Delaware Avenue

17th Street is an important alternative north-south road through Fort Pierce. This portion of 17th Street intersects important east-west corridors such as Avenue D, Orange Avenue, and Delaware Avenue and Okeechobee Road. Proposed countermeasures along this segment of 17th Street are focused on safety improvements at intersections, improving roadway conditions, and regulating driveway access.



TOP 3 CRASH TYPES

- » Angle
- » Left Turn
- » Rear End

RECOMMENDED COUNTERMEASURES

- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

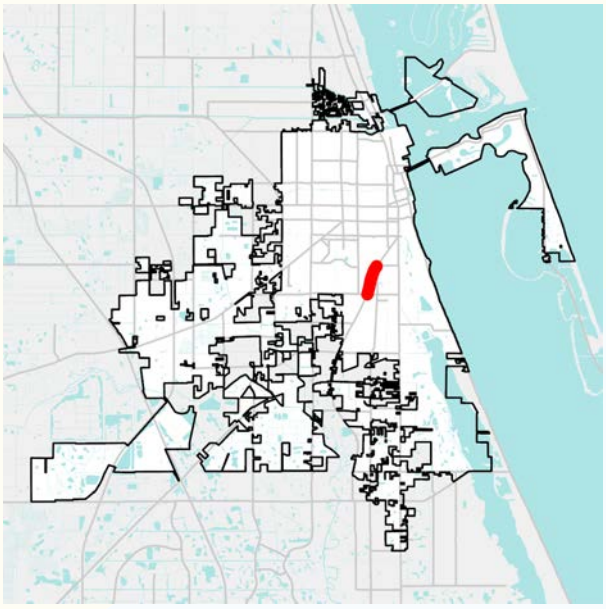
Overall Crash Ranking	**#18**
Total Crashes	171
Serious Crashes	5
Fatal Crashes	1

ROADWAY CONTEXT

Ownership	Fort Pierce
Context Classification	Urban
Vehicle Volume (Cars per day)	Medium (2,000 - 15,000)
Functional Classification	Local

Map ID 20: Sunrise Boulevard from Virginia Avenue to Ohio Avenue

Sunrise Boulevard is an important alternate route to US 1 through Fort Pierce, connecting White City to the southern portion of Fort Pierce's core. This segment of Sunrise Boulevard is near St. Lucie Elementary School and Dan McCarty Middle School. This segment is primarily residential in context. Proposed countermeasures are focused on slowing people down on this segment of Sunrise Boulevard.



TOP 3 CRASH TYPES

- » Angle
- » Left Turn
- » Rear End

RECOMMENDED COUNTERMEASURES

- ✓ Road Diet
- ✓ Backplates with Retroreflective Borders
- ✓ Corridor Access Management
- ✓ Dedicated Left and Right Turn Lanes
- ✓ Roundabouts
- ✓ Yellow Change Intervals
- ✓ Pavement Friction Management

CRASH STATISTICS

Overall Crash Ranking	**#20**
Total Crashes	129
Serious Crashes	3
Fatal Crashes	1

ROADWAY CONTEXT

Ownership	Interlocal Agreement (Fort Pierce and St. Lucie County)
Context Classification	Urban
Vehicle Volume (Cars per day)	Medium (2,000 - 15,000)
Functional Classification	Collector

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APPENDIX B

APPENDIX B: COMMUNITY INPUT SUMMARY

Community engagement has been central to shaping this plan, combining residents' lived experiences with data-driven analysis to ensure it reflects the true needs and priorities of the City of Fort Pierce. Throughout the process, community members were invited to learn about the project, ask questions, and share their input during the Public Kickoff and three Neighborhood Meetings. In addition, residents had the chance to provide feedback through an Online Survey available from late September 2024 to late January 2025. The Public Open House offered another key opportunity for engagement, allowing attendees to review the Draft Plan, understand the next steps toward adoption, and give input on the proposed recommendations before the plan was finalized.

Public Kickoff Meeting - Wednesday, October 16th, 2024, 5:30pm - 7:00pm at the River Walk Center.

Attended: 5

Neighborhood Meeting #1 - Thursday, December 5th, 2024, 5:30pm - 7:00pm at the Fort Pierce Recreation Center.

Attended: 4

Neighborhood Meeting #2 - Tuesday, December 10th, 2024, 5:30pm - 7:00pm at the Havert L. Fenn Center

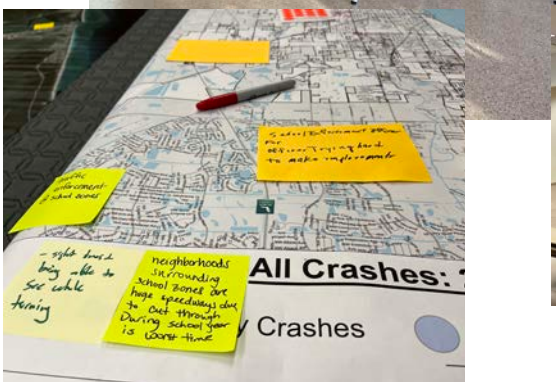
Attended: 20

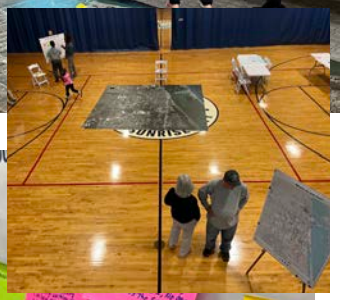
Neighborhood Meeting #3 - Thursday, December 12th, 2024, 5:30pm - 7:00pm at the Fort Pierce Garden Club.

Attended: 7

Public Open House - Tuesday, April 29th, 2025, 5:30pm - 7:00pm at the River Walk Center.

Attended: 7





What We Heard From the Community

Lack of Bike & Pedestrian Infrastructure

- Lack of sidewalks & bike lanes
- Poor sidewalk quality - narrow & overgrown landscape
- Crosswalks & lanes need to be repainted
- Need more directional signs
- Lack of roadway signage (stop signs, school zone, speed limit)
- Lack of street lighting
- No designated space for pedestrians & bicyclists

Prioritizing the Youth & Elderly

- More city-led programs for youth
- Safe walking and biking infrastructure for youth & elderly

Speeding

- Speeding in school zones
- Speeding through neighborhoods to bypass traffic and school zones
- Speeding along the beach
- Consistent speeding throughout all times of the day
- Lack of enforcement

Road Design

- Congestion around school zones during pick-up/drop-off time
- Signal timing too slow - causing congestion and delays

Enforcement

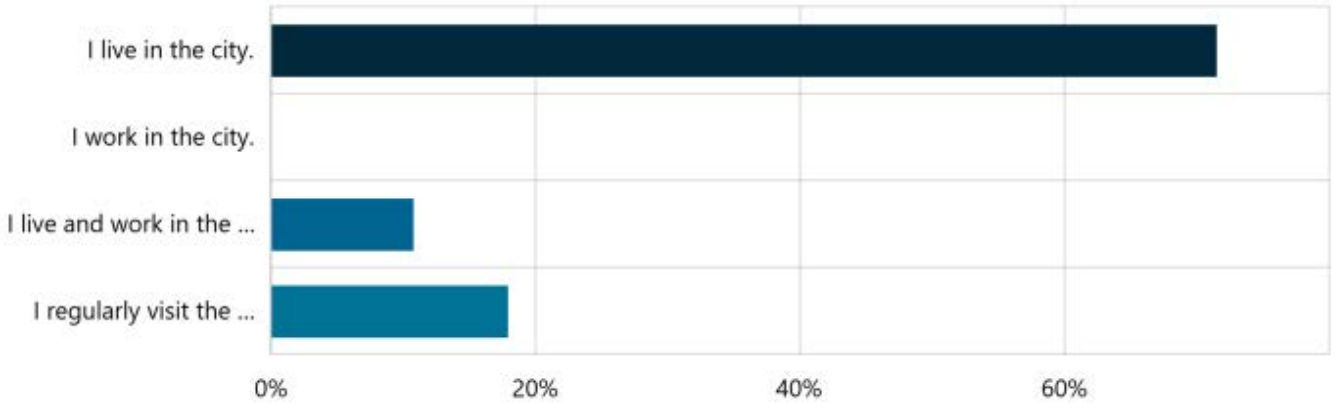
- Need more police presence in the community
- Targeted enforcement on roads with high-speed & high-volume of traffic
- Targeted enforcement in school zones
- Community needs to feel the support of City Staff and Leaders

Online Survey

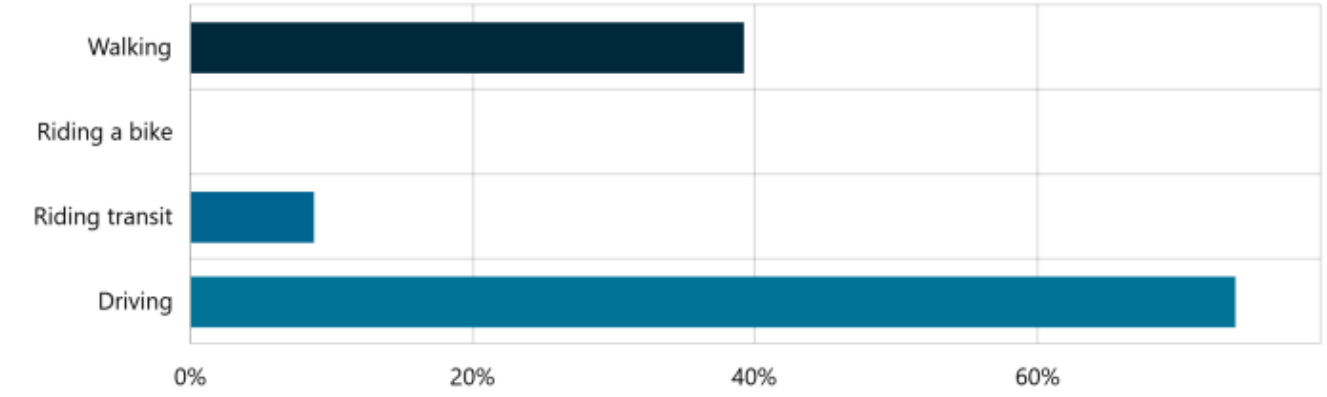
The Online Survey was available from late September 2024 to late January 2025. Participants answered a series of questions regarding transportation safey to identify the needs and priorities of the City of Fort Pierce. Questions were framed to not only gain insight on the day-to-day experience of the community, but also to understand the perception of traffic safety in the City. In addition to the guided questions, participants also had the option to engage with other users and leave comments on specifc locations using an interactive map.

Below are the results of the survey, with summaries of the short answer responses.

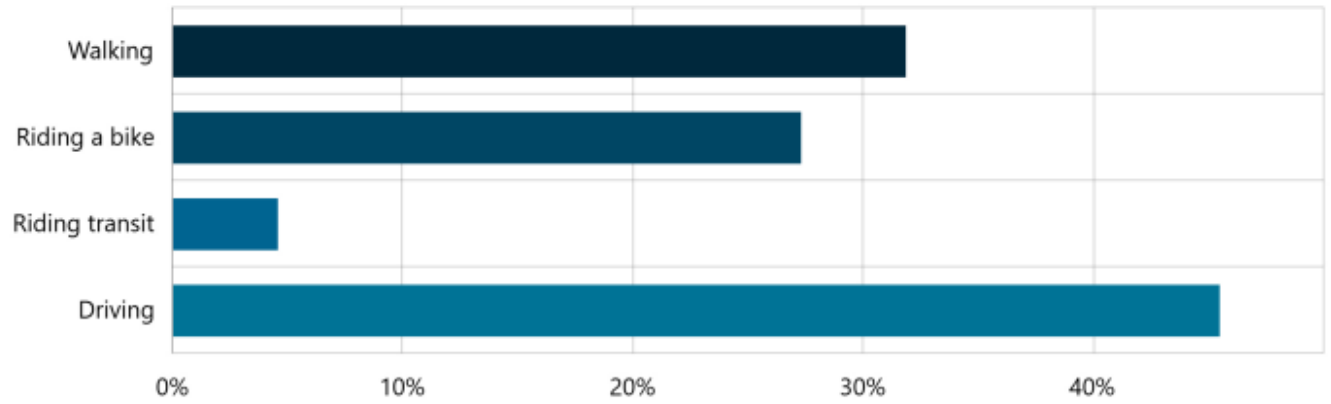
1. What is your connection to the City of Fort Pierce? Required
Multi Choice | Skipped: 1 | Answered: 28 (96.6%)



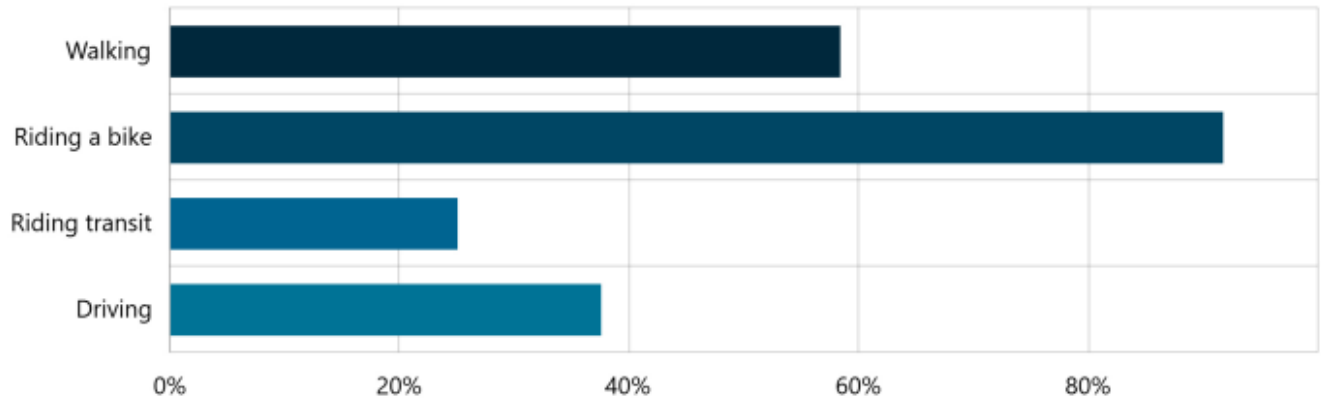
2. I feel safe using this mode of travel.
Multi Choice | Skipped: 6 | Answered: 23 (79.3%)



3. I occasionally feel safe using this mode of travel.
Multi Choice | Skipped: 7 | Answered: 22 (75.9%)



4. I do not feel safe using this mode of travel.
Multi Choice | Skipped: 5 | Answered: 24 (82.8%)



5. Are there specific roads that feel unsafe in the City of Fort Pierce?
Short Text | Skipped: 4 | Answered: 25 (86.2%)

Sentiment

No sentiment data

Tags

No tag data

Featured Contributions

No featured contributions

Question 5 Short Answer Summary- Most Named Roads

US-1
- High-speed traffic and aggressive driving
- Frequent red-light running
- Dangerous U-turns at major intersections
- High traffic volume and congestion
- Lack of enforcement

25th St.
- Speeding - especially in the early morning and afternoon
- Unsafe intersections at Midway and US-1

Virgina Ave.
- Poor traffic control at intersections
- Red-light running

S. Indian River Dr.
- Speeding
- Aggressive/reckless driving

Jenkins Rd.
- Dangerous conditions for bicyclists and pedestrians

Indrio Rd.
(West of US-1 to Kings Hwy)
- Dangerous conditions for bicyclists and pedestrians

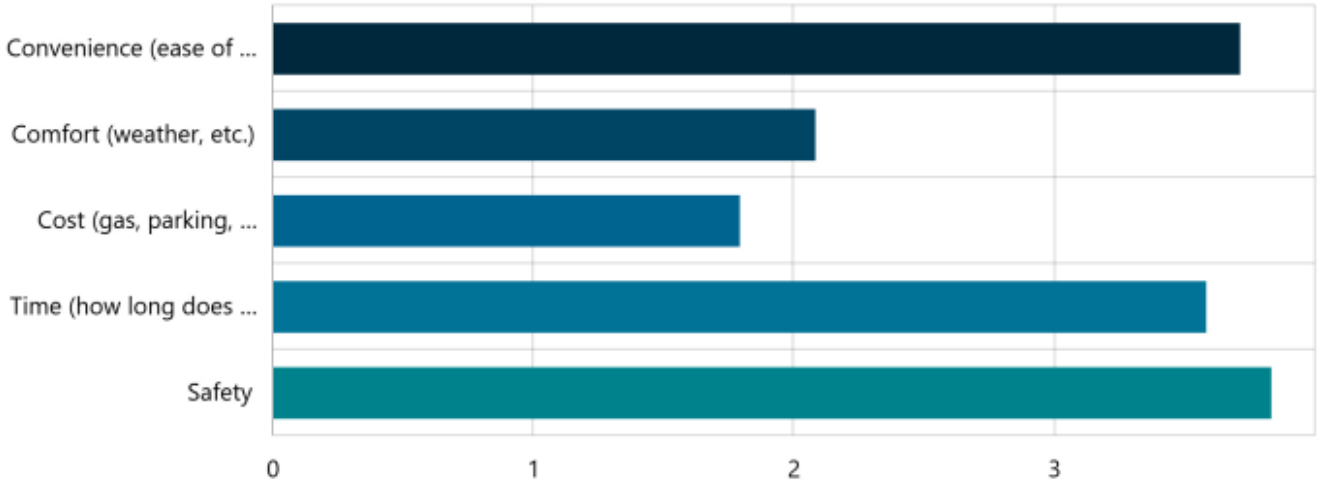
St. Lucie Blvd
- Poor pedestrian infrastructure

Seaway Dr.
- Speeding
- Unsafe merging

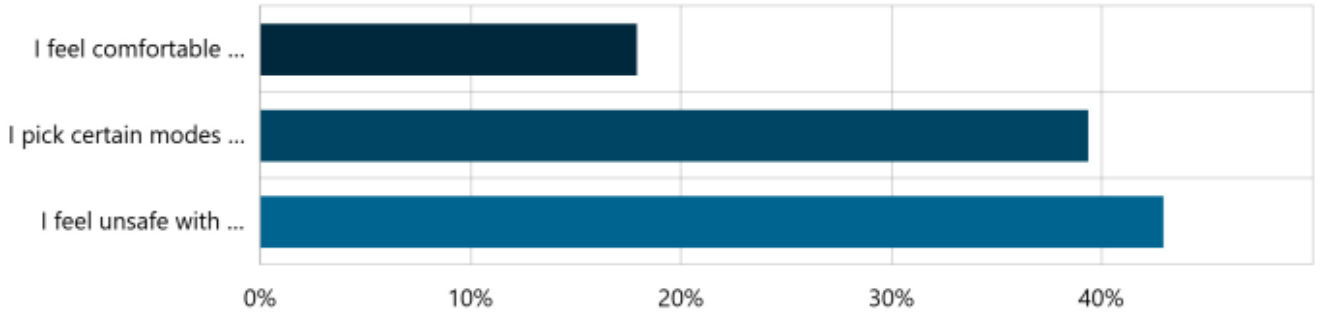
Oleander Ave.
- General unsafe driving on this roadway

Okeechobee Rd.
- General unsafe driving
- Lack of enforcement

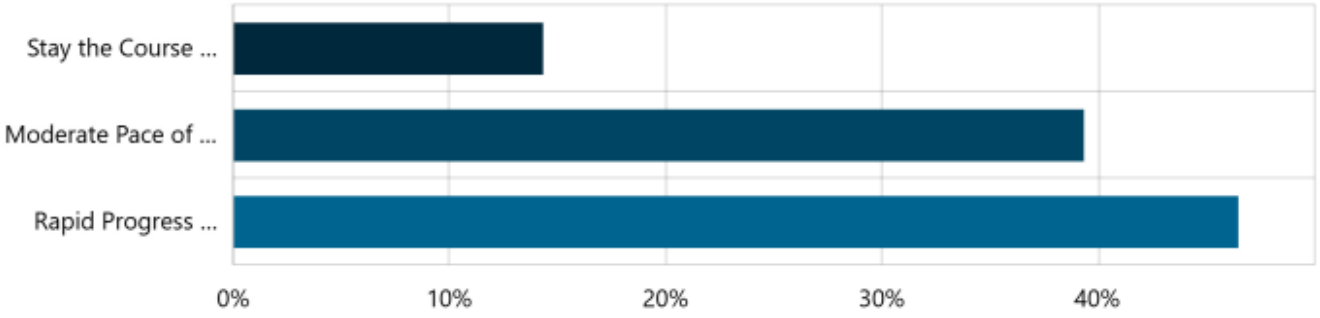
6. What factors influence your travel choices?
Ranking | Skipped: 5 | Answered: 24 (82.8%)



7. How do you perceive transportation safety in the City of Fort Pierce?
Multi Choice | Skipped: 1 | Answered: 28 (96.6%)

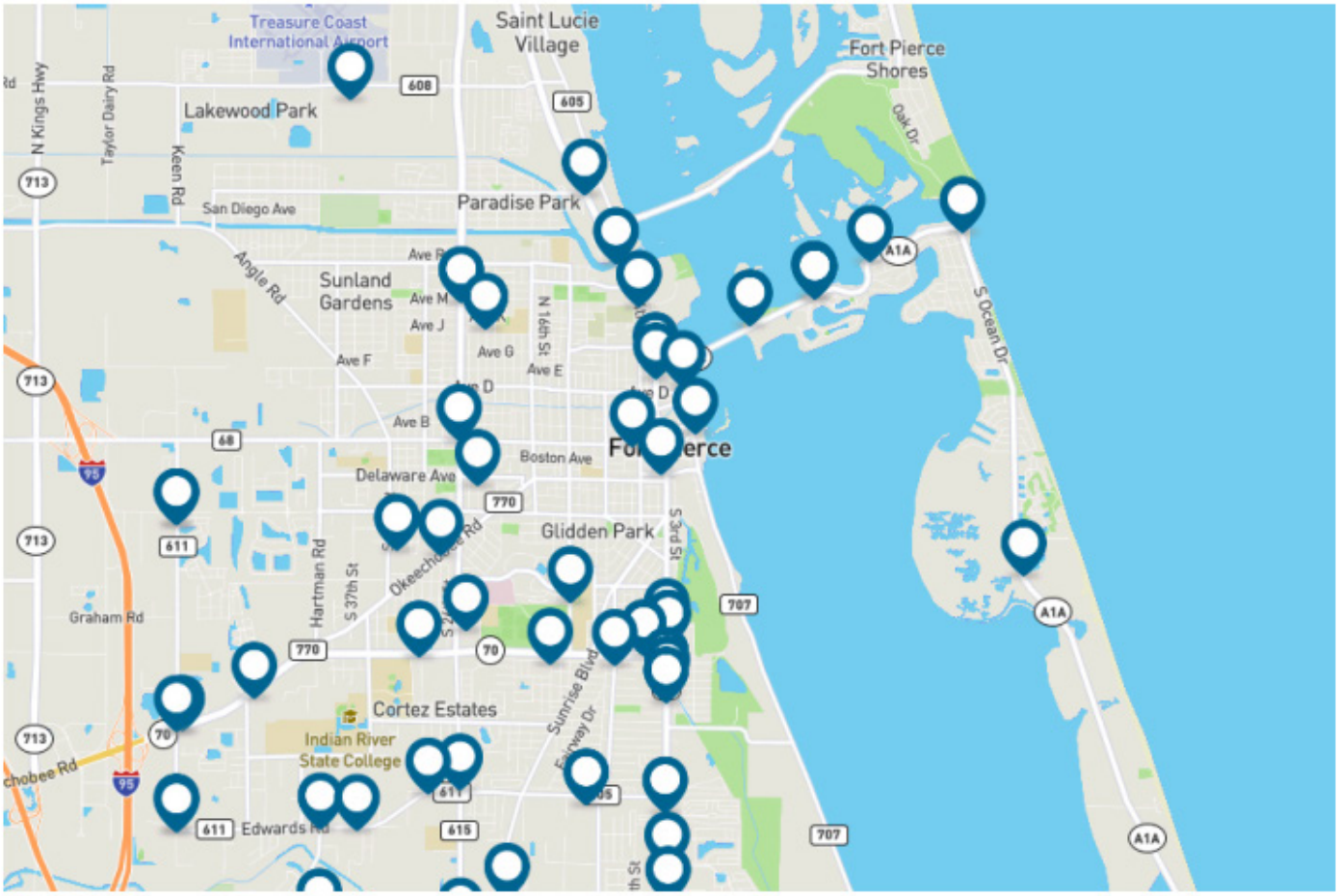


8. Please pick the scenario you support the most.
Multi Choice | Skipped: 1 | Answered: 28 (96.6%)



9. Where would you like to see safety improvements made? Required

Map | Skipped: 7 | Answered: 22 (75.9%)



Question 9: Map Comments Summary - Top Safety Themes

Excessive Speeding

- 50+ speeds in 30 - 35 mph zones
- Dirt bikes & ATV racing on main roads
- Excessive speeding, particularly on US-1, Edwards Rd, Jenkins Rd, and Indrio Rd.

Reckless Driving

- Aggressive drivers cutting into lines
- Red-light running
- Regular hit-and-runs

Unsafe Intersections

- U-turns conflicts with right-turning drivers
- Left-turn lanes too short - cause congestion and conflict
- Mentioned high-risk intersections: Virginia Ave & US-1, Okeechobee Rd & 27th St, and Avenue M

Lack of Bike & Pedestrian Infrastructure

- Lack of crosswalks - lots of jaywalking along US-1
- Lacking safe bike lanes and designated bikeways
- Most mentioned roads for unsafe walking and biking conditions: St. Lucie Blvd, Jenkins Rd, Indrio Rd.

Poor Road Maintenance

- Road striping needs to be repainted in many areas
- Potholes and bumpy, unpaved roads
- Shoulders and road edges damaged from truck use
- Roads near annexed industrial areas are neglected

Inadequate Transportation Planning

- Congestion and high-traffic around schools and churches during pick-up and drop-off times
- Traffic congestion around new developmemts (especially along Midway and US-1)
- Shopping centers lacking multiple entry/exit access points

Lack of Enforcement

- Targeted enforcement for speeding, reckless driving, driving under the influence, and public intoxication
- Lack of visible police presence in key areas
- Targeted enforcement at schools and in school zones

Safety Near Schools

- Lack of school zone signage
- Poorly marked school zones
- Dangerous and lacking pedestrian crossings for students

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APPENDIX C

APPENDIX C: SAFETY ASSESSMENT

FORT PIERCE **COMPREHENSIVE SAFETY ACTION PLAN**

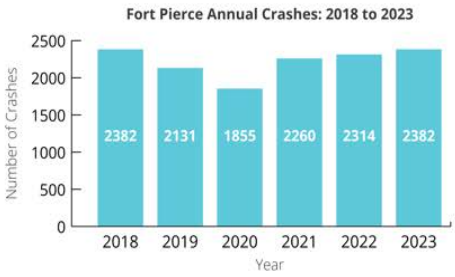
Traffic crashes are a persistent trend in Fort Pierce.

The goal of the CSAP is to reduce transportation related crashes, particularly those that result in serious injuries and deaths.

Over the past six years, there have been an average of six crashes per day.

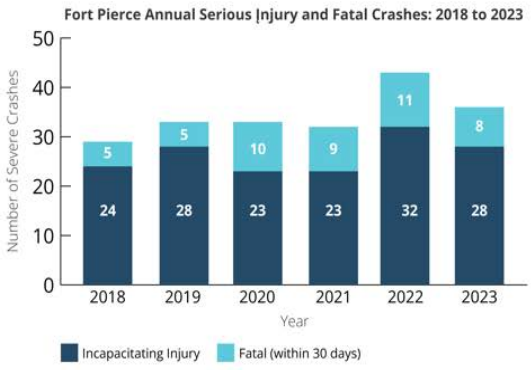
Over the same time frame, there was an average of 3.6 serious injury and fatal crashes every month.

By any type of crash severity, crashes are a persistent and regular part of daily live in Fort Pierce.



6

Average number of crashes per day over past six years.



3.6

Average number of serious injury and fatal crashes every month over past six years.

Severe and fatal crashes cost lives and money.

A safe system approach acknowledges that people will inevitably make mistakes.

Since we cannot prevent all crashes, the greatest focus is on lessening the severity of crashes.

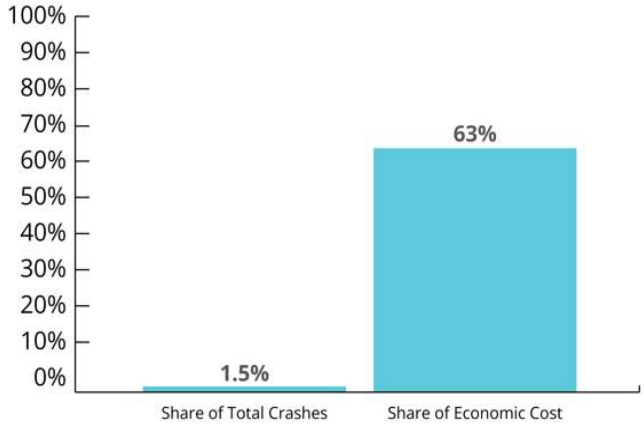
Vehicles can be repaired or replaced. People that lose their lives can not. Additionally, those experiencing severe injuries are not able to return to normal life, resulting in loss of ability to work and care for themselves.

These types of crashes have individual costs, as well as community costs.

In Fort Pierce, serious injury and fatal crashes account for 1.5% of all crashes but 63% of the economic cost of all crashes.

Focusing on serious injury and fatal crashes will save lives and money.

Fort Pierce Serious Injury and Fatal Crashes: Share of Total Crashes vs. Share of Economic Cost



$888 Million

Economic cost of serious injury and fatal crashes over past six years

$148 Million

Average annual economic cost of serious injury and fatal crashes over past six years

FORT PIERCE **COMPREHENSIVE SAFETY ACTION PLAN**

Fort Pierce has a higher rate of crashes than the county and the state.

Fort Pierce's Serious injury and fatal crash rate is 8% higher than the state and 40% higher than St. Lucie County.

For all crashes, Fort Pierce's crash rate is 64% higher than the state and 71% higher than St. Lucie County.

Crashes are occurring more frequently in Fort Pierce. If you live, work, or visit Fort Pierce, your chance of being involved in a crash is significantly higher than the rest of the state or county.

Crashes Per 100K	Florida	St. Lucie County	Fort Pierce
Total Serious Injury and Fatal Crashes per 100k	84	65	91
Total Crashes per 100k	3,205	3,082	5,257

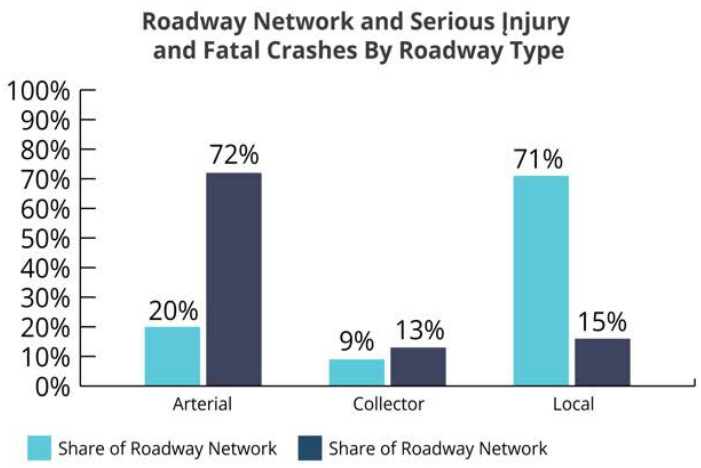
The type of road significantly influences the severity of crashes.

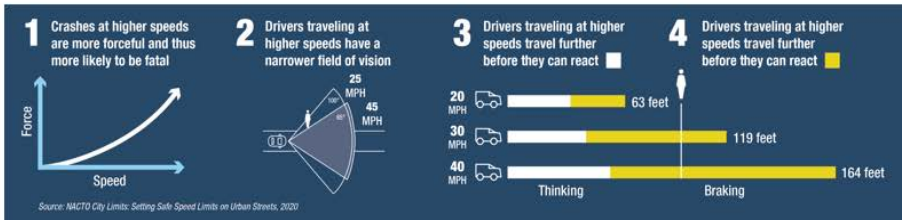
Traveling on streets with higher speed limits is more likely to result in serious injury or death. This is the result of more force from a vehicle, drivers having narrower fields of vision at higher speeds, and drivers traveling further before being able to slow or stop.

The safety data for Fort Pierce illustrates the increase in severity as vehicle speeds increase.

72% of serious injury and fatal crashes in Fort Pierce occur on arterial roads. These are major roads like US 1 and Orange Avenue. Arterial roads represent 20% of the total roadway network.

89% of serious injury and fatal crashes occur on arterial and collect roads, which represent 29% of the roadway network in Fort Pierce.





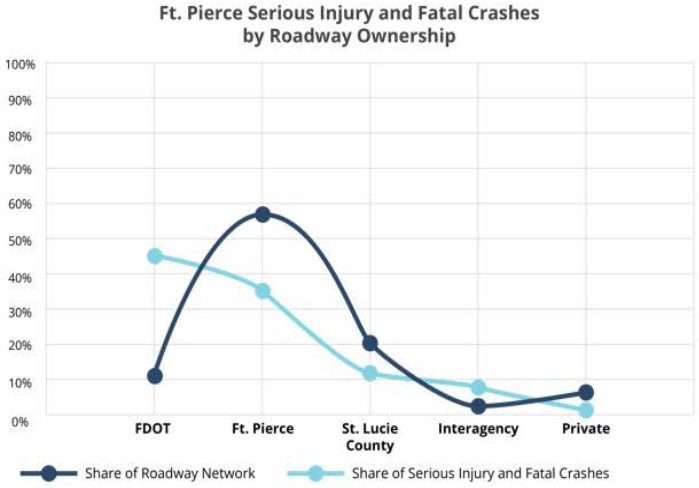
FORT PIERCE **COMPREHENSIVE SAFETY ACTION PLAN**

Working with regional partners is key to reduce serious injury and fatal crashes in Fort Pierce

Only 36% of the serious injury and fatal crashes occur on roads owned by the City of Fort Pierce.

46% of the serious injury and fatal crashes occur on FDOT roadways and 12% occur on St. Lucie County roadways.

Coordination with the state and county to coordinate safety projects to reduce and eliminate the most severe crashes within Fort Pierce.



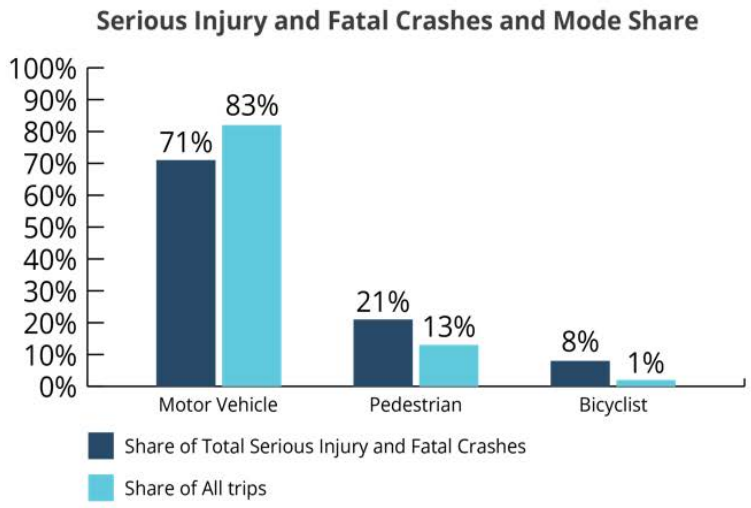
How you choose to travel impacts your safety risk.

The chart highlights two facts.

The majority of serious injury and fatal crashes are the result of people driving crashing into other people driving.

Additionally, people walking and biking are disproportionately involved in serious injury and fatal crashes. The pedestrian share of all serious injury and fatal crashes is 63% higher than their share of all trips. For bicyclists, it is 666%.

These facts highlight the need to focus on slowing drivers down and protect those more vulnerable to serious injury and fatalities.



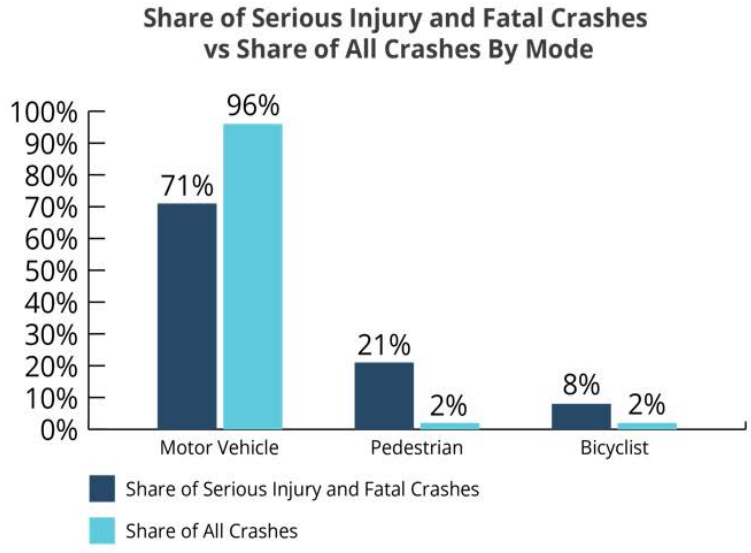
FORT PIERCE **COMPREHENSIVE SAFETY ACTION PLAN**

People walking and biking are involved in a disproportionate number of the most severe crashes.

The rate of pedestrian serious injury and fatal crashes is 999% higher than the rate of all crashes for pedestrians.

For the same measure for bicyclists, the difference is 375% higher.

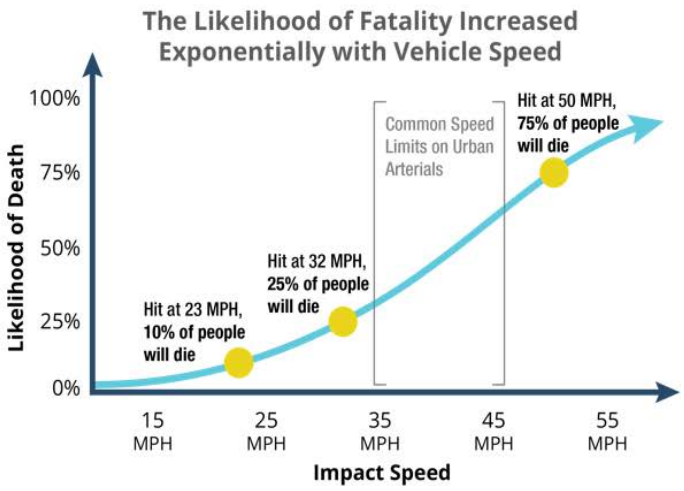
When someone walking or biking is involved in a crash in Fort Pierce, they are far more likely to be seriously injured or killed.



Vehicle Speeds Influence Likelihood of Dying in a Crash

National research highlights the fact that as vehicle speeds increase, so does the chance of people involved dying.

- At 23 MPH, 10% of people involved a crash will die.
- At 32 MPH, 25% of people involved in a crash will die.
- At 50 MPH, 75% of people involved in a crash will die.



Source: NACTO City Limits

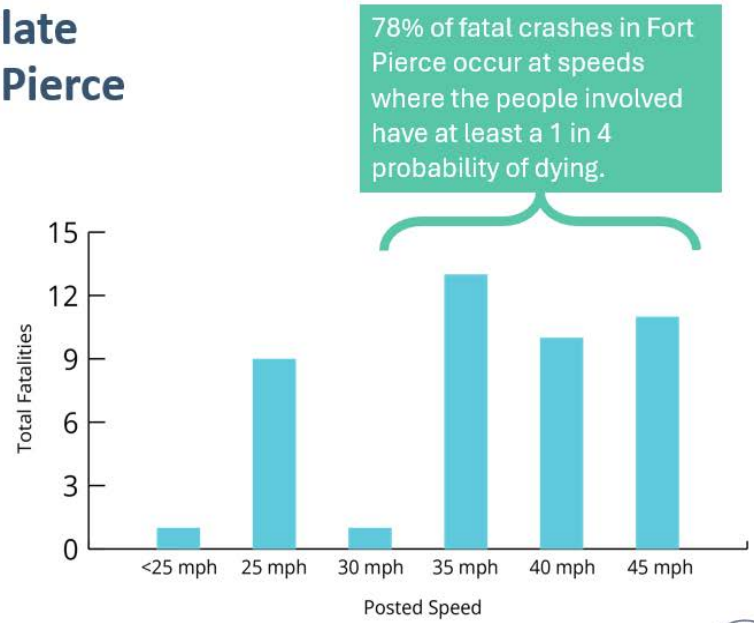
FORT PIERCE **COMPREHENSIVE SAFETY ACTION PLAN**

Higher posted speeds correlate with more fatalities in Fort Pierce

78% of fatal crashes in Fort Piece occur on streets with a posted speed of 30 MPH or more.

Along roadways with higher posted speed limits, it is not the posted speed but how the roadway is designed that is contributing to the higher speeds. Major roads with higher posted speeds often have wider roadways, wider lanes, and longer distances between traffic signals. These factors give visual cues for drivers to go faster.

While changing the posted speed has shown to lower vehicle speeds, ultimately changing the design of the roadway is the primary strategy to change driver behavior and reduce the severity of crashes.



The most severe crashes occur in the late afternoon and evening.

Serious injury and fatal crashes occur at all hours of the day.

- 59% occur during daylight hours from 7am to 7pm.
- 37% of crashes occur between 8pm and midnight

While most crashes are occurring during daylight hours, there is an evening trend for severe crashes that needs to be addressed.

Additionally, there is no day of the week that stands out for serious injury and fatal crashes. Thursday, Saturday, and Sunday have the highest number of serious injury and fatal crashes by day of the week.

Day / Time	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
Sunday	0	2	1	1	0	0	1	0	0	0	1	1	1	2	2	1	1	6	6	1	6	0	1	2	36
Monday	0	0	1	0	0	1	0	2	1	1	0	1	1	3	0	1	3	1	2	1	3	0	1	0	23
Tuesday	0	0	0	0	1	1	1	0	0	0	0	0	1	0	2	0	3	1	1	3	1	2	2	0	19
Wednesday	0	1	2	0	0	0	0	0	0	1	0	0	3	0	0	1	1	3	3	2	3	2	0	2	24
Thursday	0	0	1	0	1	1	2	0	2	1	1	2	3	0	1	0	1	2	5	7	2	2	1	1	36
Friday	1	1	1	1	0	1	0	0	0	0	1	0	1	1	1	2	0	0	6	2	5	1	4	4	33
Saturday	1	2	0	0	0	0	0	0	1	0	0	2	2	1	2	1	4	2	2	2	3	7	2	1	35
Total	*2*	*6*	*6*	*2*	*2*	*4*	*4*	*2*	*4*	*3*	*3*	*6*	*12*	*7*	*8*	*6*	*13*	*15*	*25*	*18*	*23*	*14*	*11*	*10*	*206*

FORT PIERCE **COMPREHENSIVE SAFETY ACTION PLAN**

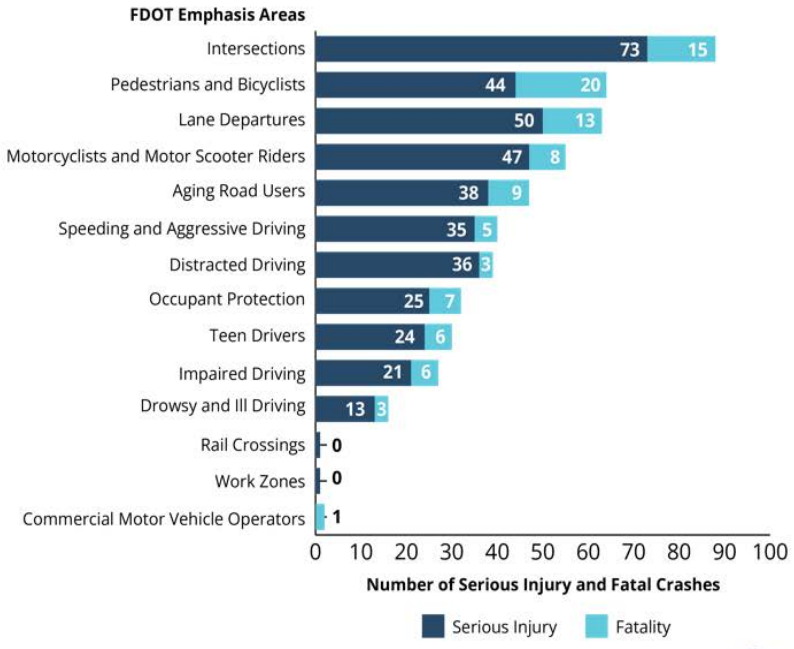
Fatal and serious injury crashes are rarely influenced by a single factor.

There are a variety of factors that influence why crashes occur. Transportation crash data includes a variety of environmental (e.g. at intersections) and human (e.g. under the influence of drugs or alcohol) factors that contribute to crashes.

The Florida Department of Transportation (FDOT) has identified 14 emphasis areas as the primary focus for Florida's traffic safety improvements.

In Fort Pierce, the top 5 emphasis areas for serious injury and fatal crashes are:

- Intersections
- Pedestrians and Bicyclists
- Lane Departures
- Motorcyclists and Motor Scooter Riders
- Speeding and Aggressive Driving



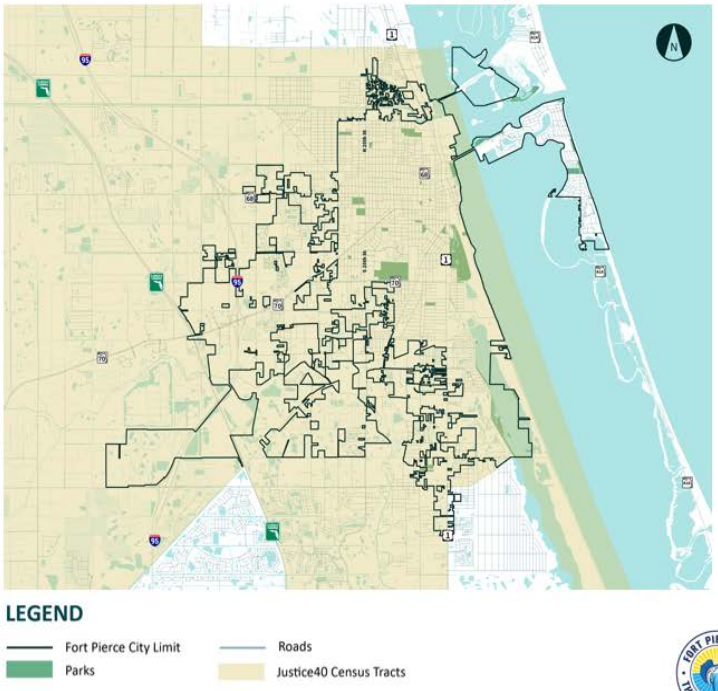
Equity and Transportation Needs

The Justice40 Initiative is a federal strategy to identify disadvantaged communities and address environmental justice issues. Census tracts are identified to give priority to communities that have been impacted by economic conditions, such as lower incomes, or exposure to higher levels of air pollution.

In Fort Pierce, the majority of the city is covered by a Justice40 designated census tract. 91% of the serious and fatal crashes in the city occur in a Justice40 census tract.

This information will be used to identify and prioritize transportation safety investments in the city.

Map of justice40 census tracts



FORT PIERCE **COMPREHENSIVE SAFETY ACTION PLAN**

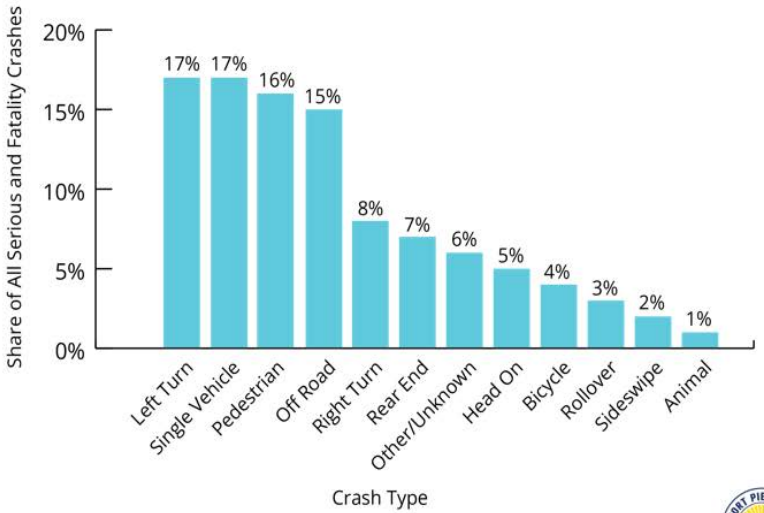
Analyzing the types of crashes can help identify strategies to improve safety.

In Fort Pierce, five crash types account for 73% of all serious and fatal crashes in the city.

- Left Turn
- Single Vehicle
- Pedestrian
- Off Road
- Right Turn

Crash type is the primary movement or action just prior to the crash occurring.

These trends will be used to identify project investments and policy changes that can reduce these types of crashes.



Land Use Context Correlates with Safety Needs

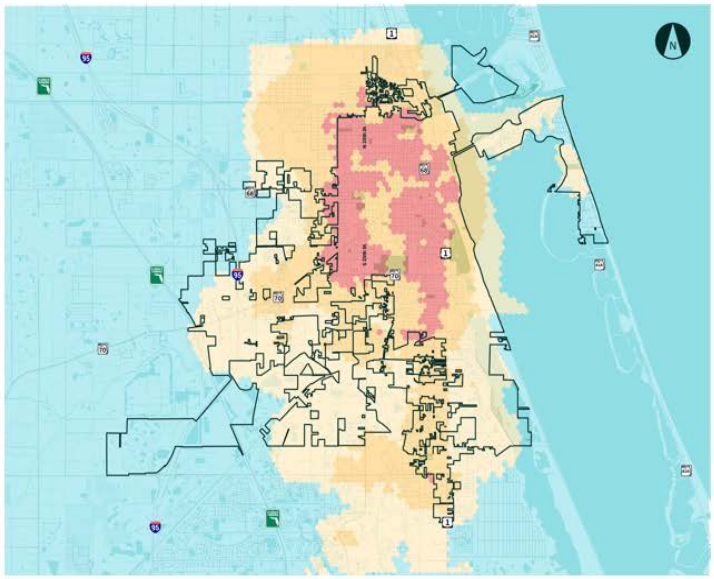
The areas with the highest trip demand and economic activity are also areas where most severe and fatal crashes occur.

The multimodal demand score is based on proximity with these activity factors:

- Where people play. Proximity to parks.
- Where people learn. Proximity to schools.
- Where people live. Population density variations.
- Where people work. Employment density variations.
- Where people access transit. Proximity to bus stops.

The areas identified with the highest demand cover 21% of the land area of the city and have 47% of the serious injury and fatal crashes in the city.

Multimodal Demand



FORT PIERCE **COMPREHENSIVE SAFETY ACTION PLAN**

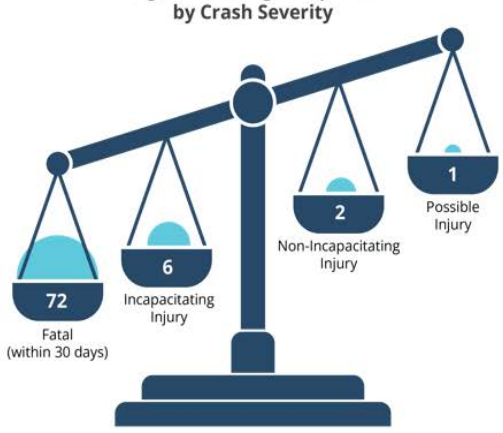
High Injury Network (HIN)

A high-injury network is a network of roads, intersections, or other transportation infrastructure (such as multiuse trails) that has a higher-than-average rate of crashes results in injury or fatality. The network is determined by traffic crash data, considering factors such as crash frequency and severity.

For Fort Pierce, a weighted score was applied to all crashes based on the economic cost associated with each type of crash. The weighted scores were then applied to the roadway segments where they occurred. Roadway segments with the highest weighted score were identified as part of the Fort Pierce HIN.

The table and chart to the right summarize the weight factor applied to each crash over the past six years in Fort Pierce.

Weighted Scoring Comparison by Crash Severity



Crash Severity	Economic Cost	Weighted Scoring Factor
No Injury	$ 7,100	0
Possible Injury	$ 26,000	1
Non-Incapacitating Injury	$ 42,000	2
Incapacitating Injury	$ 162,000	6
Fatal (within 30 days)	$ 1,869,000	72

Crashes are concentrated along a few roads.

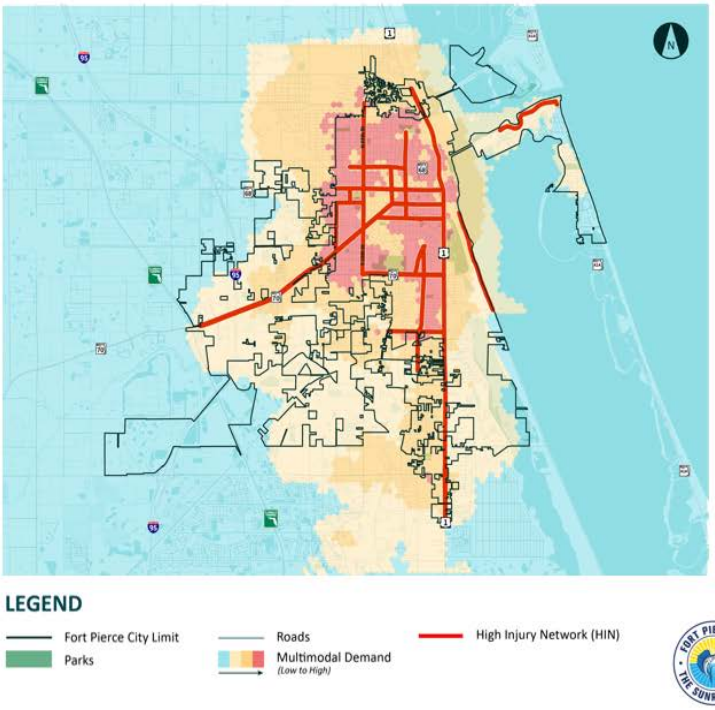
Crashes in Fort Pierce are concentrated along a few roads and at a few intersections.

Streets with higher crash rates have been identified, account for 71% of serious injury and fatal crashes in Fort Pierce.

The 10 highest crash intersections in Fort Pierce account for 14% of serious injury and fatal crashes in Fort Pierce. All the highest crash intersections are on High Injury Networks. 5 of these intersections are on US 1.

The HIN will be used to prioritize and focus safety investments where they can have the greatest influence and return on investment.

Multimodal Demand and High Injury Network



APPENDIX D

APPENDIX D: SAFETY SCORECARD TEMPLATE

	STARTING 5-YEAR AVERAGE (2020-2024)	2025	TREND	CALENDAR YEAR 2025 GOAL (10% REDUCTION FROM PREVIOUS YEAR)	GOAL MET?
FATALITIES	9.8	10	↑	8.82	NO
FATALITIES PER 100K PEOPLE	19.85	20.25	↑	17.87	No
SERIOUS INJURIES	32	28	↓	28.8	Yes
SERIOUS INJURIES PER 100K PEOPLE	64.81	56.71	↓	58.33	Yes
TOTAL CRASHES	2352.2	2200	↓	2116.98	No
TOTAL CRASHES PER 100K PEOPLE	4764.05	4455.79	↓	4287.65	No
PEDESTRIANS AND BICYCLISTS FATALITIES	4	0	↓	3.6	Yes
PEDESTRIANS AND BICYCLISTS FATALITIES PER 100K PEOPLE	8.1	0	↓	7.29	Yes
PEDESTRIANS AND BICYCLISTS SERIOUS INJURIES	7	3	↓	6.3	Yes
PEDESTRIANS AND BICYCLISTS SERIOUS INJURIES PER 100K PPEOPLE	14.18	6.08	↓	12.76	Yes
PEDESTRIANS AND BICYCLISTS TOTAL CRASHES	85	33	↓	76.5	Yes
PEDESTRIANS AND BICYCLISTS TOTAL CRASHES PER 100K PEOPLE	172.16	66.84	↓	154.94	Yes

Note: 2025 numbers are to-date and won't represent the full year until 2026

Note: Trends can be positive (trending downward) but the 10% decrease goal can still not be reached

Performance Measures

Setting performance measures is a required part of this Action Plan, but it also helps the City track progress toward its Vision Zero goals.

These measures create a baseline using the average of the past five years of crash data. Future crash trends will be compared to this baseline to answer key questions like:

- Are fatal and serious injury crashes going up or down?
- Are pedestrian and bicyclists fatal and serious injury crashes trending up or down?
- How is the City trending towards or against Vision Zero?
- How far is the City from achieving its' goal of zero fatal and serious injury crashes by 2040?

Metrics include both the total number of crashes and crash rates per 100,000 people. Using both helps account for population growth and gives better context to safety trends.

Data comes from two main sources: the U.S. Census and FDOT's Signal4 crash database. These were chosen because they're trusted sources, easy to access, understand, and record.

The Safety Action Plan recommends using these measures in future safety reports. One key recommendation is for the City to publish an annual safety scorecard. This scorecard would track progress, highlight safety investments, and keep the public informed - promoting transparency and accountability.

Note: The population count used in the normalization formula is 49,374. This comes from the 2023 American Community Survey (ACS). https://www.census.gov/quickfacts/fact/table/fortpiercecityflorida/PST045224

Crash data: https://signal4analytics.com/

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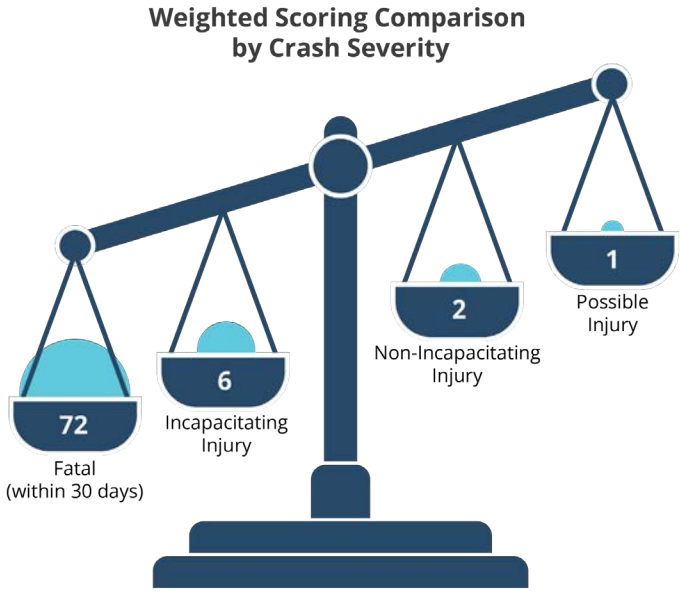
APPENDIX E

APPENDIX E: HIGH INJURY NETWORK ANALYSIS

High Injury Network

In Fort Pierce, crashes, particularly severe crashes, are concentrated along a few standout corridors. To be most effective, Vision Zero is focused on mitigating crashes along the least safe corridors. These standout corridors are called the High Injury Network, or HIN. In order to identify which segments should be part of the HIN in Fort Pierce, a scoring system was created that gives crashes weight based on their severity and frequency. The weighting for crash severity is based on each crash type's respective economic cost. Economic cost values from the National Safety Council were used. Using this weighting, all crash types can be considered, but those that are the most severe have the greatest impact on score. The two freeways that run through Fort Pierce, I-95 and Florida's Turnpike, were not inlcuded in this analysis.

Using ArcGIS, crashes from 2018 to 2023 in Fort Pierce of all types were assigned to the road segments they are nearest. Following this assignment, the crashes assigned to a particular segment were multiplied by their relative weighted factor score. The score by crash type were combined to give each individual segment a total crash score. Using this score, standout segments were easily identified and were compiled as part of the High Injury Network. The final HIN for Fort Pierce accounts for only 13% of road centerline mileage but 84% of all fatal crashes and 71% of all crashes in Fort Pierce from 2018 to 2023.



CRASH SEVERITY	ECONOMIC COST	WEIGHTED SCORING FACTOR
No Injury	$7,100	0
Possible Injury	$26,000	1
Non-Incapacitating Injury	$42,000	2
Incapacitating Injury	$162,000	6
Fatal (within 30 days)	$1,869,000	72

APPENDIX F

APPENDIX F: COUNTERMEASURES MATRIX

PROVEN SAFETY MEASURES	SPEED LIMITS FOR ALL ROAD USERS	SPEED SAFETY CAMERAS	BICYCLE LANES	CROSS-WALK VISIBILITY ENHANCEMENTS	LEADING PEDESTRIAN INTERVAL	MEDIANS & PEDESTRIAN REFUGE ISLANDS IN URBAN & SUB-URBAN AREAS	PEDESTRIAN HYBRID BEACONS	RRFB	ROAD DIETS (RE-CONFIGURATION)	WALK-WAYS	ROADSIDE DESIGN IMPROVEMENTS AT CURVES
FOCUS AREAS	SPEED MANAGEMENT		PEDESTRIAN/BICYCLIST								ROADWAY DEPARTURE
CRASH TYPE											
Angle	X	X							X		
Left-Turn	X	X							X		
Right-Turn	X	X									
Rear End	X	X							X		
	X	X	X	X	X	X	X	X	X	X	
Head On	X	X							X		
Run-off Road/ Single Vehicle	X	X									X
	X	X							X		
	X	X							X		
Wet	X	X									
Nighttime	X	X		X				X			
Speed-related	X	X							X		X
Rollover	X	X									X
Fixed-Object	X	X							X		

WIDER EDGE LINES	BACK-PLATES W/ RETRORE-FLECTIVE BORDERS	COR-RIDOR ACCESS MANAGE-MENT	DEDICATED L & R TURN LANES AT INTERSEC-TIONS	ROUND-ABOUTS	SYSTEMIC APPLICATION OF MULTIPLE LOW-COST COUNTER-MEASURES AT STOP-CON-TROLLED IN-TERSECTIONS	YELLOW CHANGE INTER-VALS	LIGHTING	LOCAL ROAD SAFETY PLANS	PAVE-MENT FRICTION MANAGE-MENT	ROAD SAFETY AUDIT
ROADWAY DEPAR-TURE	INTERSECTIONS						CROSSCUTTING			
	X	X	X	X	X	X	X	X	X	X
	X	X	X	X	X	X		X		X
	X	X	X		X		X	X		X
	X	X	X		X	X	X	X	X	X
		X		X			X	X	X	X
				X		X	X	X		X
X							X	X	X	X
		X	X			X	X	X		X
			X	X		X	X	X		X
X	X				X		X	X	X	X
X	X				X		X	X	X	X
				X	X	X		X	X	X
X							X	X		X
X							X	X		X