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

AMENDED CITY COMMISSION AGENDA

Regular Meeting - Monday, November 17, 2025 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Pastor Mike Schneider - Faith Baptist Church

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   A. Approval of Minutes from the November 3, 2025 regular meeting.

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

   A. Letter from Sophia and Gebre Kassaye expressing appreciation to Heather Debevec, Code Enforcement Officer, for her professional, respectful and helpful way she explained the city's rules regarding landscaping debris.

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. Fort Pierce Infrastructure Surtax Citizens Oversight Committee Annual Report 2024

11. **CONSENT AGENDA**

A. Approval of Specific Authorization No. 2025 - 2: Professional Engineering Services for the Coach Fenn Park Improvement Project in an amount not to exceed $119,320 which will be reimbursed from CDBG funds.

B. Approval of a St. Lucie County piggyback contract with Culpepper & Terpening for Construction Engineering and Inspection services for the Avenue D (from 29th Street to US 1) resurfacing project in the amount of $236,298.00.

C. Approval of Specific Authorization No. 2 with Architects Design Collaborative, LLC. for Architectural Services and MEP Design for the 4th Floor of the Sunrise Center in an amount not to exceed $96,500.00.

D. Approval of the First Amendment to the Lease Agreement between the Housing Authority of Fort Pierce and the City of Fort Pierce for the premise located at 2304 Avenue I (R.I.C.H. House).

E. Approval of Lease Agreement with Glynda Cavalcanti and Marlene Howard for a Temporary Parking Lot at Avenue E and Indian River Drive in the amount equal to the annual property taxes ($3,250.93 for 2025) for a period of two years with an option of a one-year renewal.

F. Approval of expenditure to increase Purchase Order No. 260203 for De La Hoz Builders, Inc. in the amount of $11,324.00 to provide rehabilitation services for 902 Hickory St, Fort Pierce 34947, total project cost from $83,590.00 to $94,914.00.

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 25-034 Voluntary application to extend the territorial limits of the City of Fort Pierce florida to include one (1) parcel located at or near the corner of E. South Market Avenue and S US Highway 1, containing approximately 2.03 acres. The City Future Land Use designation is General Commercial (GC) and Zoning designation is General Commercial (C-3). Parcel ID: 2434-501-0004-000-5. FIRST READING

B. **APPLICANT IS REQUESTING A CONTINUANCE OF THIS ITEM TO A DATE CERTAIN, DECEMBER 15, 2025, IN ORDER TO ENGAGE WITH NEIGHBORS OBJECTING TO THE PROJECT.**
Quasi-Judicial Hearing - Ordinance 25-035. Amending the City's Zoning Atlas and rezoning two parcels generally located at or near 4945 Edwards Road, containing approximately 17.58 acres of land, more or less, from an existing Planned Unit Development (PUD) and Medium Density (R-4) to a Planned Development (PD); approving a Master PD site plan; approving a Master 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. FIRST READING

13. **CITY COMMISSION**

A. Resolution 25-R78 accepting special election returns

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

A. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made

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

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

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

Meeting Date: 11/17/2025

Re:

SUBJECT:

Approval of Minutes from the November 3, 2025 regular meeting.

Attachments

Minutes

Form Review

Form Started By: Linda Cox Started On: 11/07/2025 10:25 AM

Final Approval Date: 11/07/2025

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON MONDAY, NOVEMBER 3, 2025.

1. CALL TO ORDER

Mayor Hudson called the meeting to order at 5:05 p.m.

2. OPENING PRAYER - Pastor Paul Huyghebaert - Southside Christian Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

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

5. APPROVAL OF MINUTES

A. Approval of minutes from the October 20, 2025 regular meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve the minutes.

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

6. **PROCLAMATIONS**

A. Diabetes Awareness Month

B. Radiologic Technology Week

7. **LETTERS TO COMMISSION**

A. Letter of thanks from Michelle Franklin, Property Appraiser, expressing appreciation to Vennis Gilmore, Historic Preservation Officer, for his organization and professionalism as they worked to develop streamlined procedures between the City and the Property Appraiser's Office.

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

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

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

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

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James VanHorn

10. MISCELLANEOUS REPORTS

A. Winners of the "Where's the Mayor or Commissioner?" Facebook photo challenge held during Florida City Government Week, October 20 through October 26, 2025.

Audria Moore recognized the following winners of the contest held to recognize Florida City Government Week:

Janet Bryd Fuller, Linda Kloorfain, Suzanne James, Crystal Samuel, Richard Pancoast, Talissa Wilson, Devon Dwyer

11. CONSENT AGENDA

A. Approval of continuing services contract in response to RFQ No. 2025-022 for Professional Engineering Services awarded to Kimley-Horn & Associates, Inc. for a period of two (2) years with three (3) one-year renewal options.

B. Approval of Specific Authorization No. 1 with Kimley-Horn & Associates, Inc. for Construction Management, Engineering and Inspection (CEI) Services for the Surfside Neighborhood Roadway Improvements Phase II in the amount not to exceed $284,027.

C. Approval of expenditure for Blanket Purchase Orders for the Police Department for Fiscal Year 2025-2026 in the total budgeted amount of $723,850.

D. Approval of Omnia Contract #R250307 for Microsoft 365, 3-year commitment G3/G5 respectively, for the City of Fort Pierce and the FPPD through Flagler Technologies, LLC in an amount not to exceed $211,556.85 annually.

E. Approval of expenditure for a Blanket Purchase Order for Golf Course Fertilizers in an amount not to exceed $145,000.

F. Approve recommendations from the Arts and Culture Advisory Board Seeking Approval of Funding for Artistic and Cultural Initiatives as follows: (1) Funding of Artist Anita Prentice for Mosaic Grave Caps Honoring three Highwaymen Artists in an amount not to exceed $5,000 per topper; (2) issue call for Artist for New Sculpture at City Hall; and (3) issue call for Artist to identify a qualified mosaic artist to perform maintenance and restoration work on the existing mosaic benches; Funding is available for the Art in Public Places restricted fund which has a balance of $140,657.01.

Commissioner Broderick pulled Item 11C.
Commissioner Gaines pulled Item 11E.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines approve items 11A-B and 11D and 11F.

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

As to item 11C, Deputy Chief Norris explained the various items being purchased on the agenda and why such vendors were selected without bids. Commissioners suggested finding a better description than blanket purchase orders for future items.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve item 11C.

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

As to item 11E, Danny Visconti, Golf Course Manager, described the fertilizer being utilized, the purchase history, and the single source justification for the purchase.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve item 11E

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

12. PUBLIC HEARINGS

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

A. Public Hearing and Resolution 25-R75 accepting Community Development Block Grant (CDBG) Annual Action Plan 2025 – 2026

B. Legislative Hearing - Ordinance 25-032 - Review and approval of a Voluntary Annexation by owner, Tim Morley of MRM Ventures LLC, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at or near the Northeast Corner of South 25th Street and Cortez Boulevard. The proposed City Future Land Use designation is Residential Low Density (RL) and Zoning designation of Single-Family Intermediate Density (R-2). Parcel ID: 2421-233-0002-000-9. SECOND READING

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

ORDINANCE NO. 25-032 AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR THE NORTHEAST CORNER OF SOUTH 25TH STREET AND CORTEZ BOULEVARD, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION OF SINGLE-FAMILY INTERMEDIATE DENSITY (R-2); ESTABLISHING THE LAND USE DESIGNATION OF RESIDENTIAL LOW DENSITY (RL); DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the Public Hearing. Seeing no one, she closed the Public Hearing.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance 25-032.

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

C. Legislative Hearing - Ordinance 25-033 - Impact Fee Moratorium within Urban Infill and Redevelopment Area. SECOND READING

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

ORDINANCE NO. 25-033 AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A MORATORIUM ON THE IMPOSITION AND COLLECTION OF CITY IMPACT FEES FOR A PERIOD OF ONE (1) YEAR WITHIN THE BOUNDARIES OF THE CITY'S DESIGNATED URBAN INFILL AND REDEVELOPMENT AREA REQUIRED BY SECTIONS 113-8, 113-15 THROUGH AND INCLUDING 113-19 OF THE CITY CODE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson opened the Public Hearing. Seeing no one, she closed the Public Hearing.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Ordinance 25-033.

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

D. Quasi-Judicial Hearing - Application for Major Site Plan for development review has been submitted by property owner, Nicholas Smith and Representative MBV Engineering, Inc., to construct a 40,791 sq. ft new car dealership and showroom on 9.63 acres, located at 5560 S. US Hwy 1, Fort Pierce, FL. The property is zoned General Commercial (C-3) Parcel ID is 3403-502-0302-000-4.

City Clerk Linda Cox introduced the application for Major Site Plan for development review submitted by property owner, Nicholas Smith and Representative MBV Engineering, Inc., to construct a 40,791 sq. ft new car dealership and showroom on 9.63 acres, located at 5560 S. US Hwy 1, Fort Pierce, FL.

Mayor Linda Hudson asked all present to listen carefully to what City Attorney Sara Hedges would read regarding Quasi-Judicial Hearings.
Sara Hedges, City Attorney, reviewed the quasi-judicial hearing rules and procedures.
Mayor Linda Hudson called the proceeding to order.
City Clerk, Linda Cox, confirmed that the City complied with the advertisement and notice requirements.

Ex parte communications:
Commissioner Broderick – No
Commissioner Gaines – No
Commissioner Johnson – No
Mayor Hudson – No

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

Staff presentation: Kerry Driver, Senior Planner, reviewed the project which consists of a new car showroom and dealership building containing 40,791 sq. ft. on 9.63 acres. At the October 13, 2025 Planning Board, it was recommended for approval with the following five (5) conditions:

1. Prior to the issuance of any site clearing and demolition permits; the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Fort Pierce Arborist for the required mitigation of the City's regulated trees proposed to be removed as a result of its site development/construction activity
2. Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
    a. All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
        i. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.
        ii. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.
3. NSLRWCD (North St. Lucie River Water Control District) permit will be required for outfall into Canal No. 17
4. Striping and wheel stops will be required if the Car Inventory Spaces are later converted to public parking
5. An updated Environmental Assessment Report is needed prior to DPCR submittal.

Commission questions of Staff: Staff confirmed that the applicant met all requests made from staff.

Applicant presentation: Aaron Stanton was available to answer any questions.

Mayor Hudson opened the Public Hearing. Seeing no one, she closed the Public Hearing.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve item 12D with the 5 staff conditions.

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

E. Quasi-Judicial Hearing - Application for Major Site Plan Amendment submitted by property owner, Precast Specialties, LLC, and Representative, Mark Landsman of Haley Ward, Inc., requesting approval of a phased site plan amendment to build a concrete batch plant and associated site improvements in Phase 1 and expand the site with an office / workshop with associated site improvements in Phase 2, at 3898 Selvitz Road, Fort Pierce, FL. The property is zoned Heavy Industrial (I-3). Parcel ID: 2432-500-0001-000-5.

City Clerk Linda Cox introduced the application for Major Site Plan Amendment submitted by property owner, Precast Specialties, LLC, and Representative, Mark Landsman of Haley Ward, Inc., requesting approval of a phased site plan amendment to build a concrete batch plant and associated site improvements in Phase 1 and expand the site with an office / workshop with associated site improvements in Phase 2, at 3898 Selvitz Road, Fort Pierce, FL.

Mayor Linda Hudson reminded all that the quasi-judicial rules and procedures were still in place and called the proceeding to order.
City Clerk, Linda Cox, confirmed that the City complied with the advertisement and notice requirements.
Ex parte communications:
Commissioner Broderick – No
Commissioner Gaines – No
Commissioner Johnson – No
Mayor Hudson – No

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

Staff presentation: Kev Freeman, Planning Director, reviewed the history of the property, surrounding zoning and the proposed development of a concrete batch plant and office and workshops. The new site plan includes significant upgrades in landscaping and site buffers, the addition of a concrete wall on the southern border in addition to landscaping, the ultimate removal of temporary trailers, improved drainage, and connection to FPUA water and sewer. The Planning Board approved the application with eight (8) conditions with the addition of a timetable of development. Staff believes that the conditions imposed will address the complaints that have been received over the years regarding the activity on the site. The conditions are as follows:

1. The timetable of development shall be:

PHASE 1	STARTED BY DATE	COMPLETE BY DATE
Batch Plant	January 2026	December 2027
Aggregate Bins/Wash Out	January 2026	December 2027
Treatment Pond	January 2026	December 2027
Dispatch Office / 3 Parking Spaces	January 2026	December 2027
Landscaping / Wall	January 2026	December 2027

PHASE 2	START BY DATE	COMPLETE BY DATE
Office and Workshop	January 2028	December 2030
Parking Lots and Lighting	January 2028	December 2030
Drainage Infrastructure	January 2028	December 2030

Water Main Extension / Hydrant	January 2028	December 2030
Grinder Station / Force Main	January 2028	December 2030
Removal of Temporary Trailers	January 2028	December 2030

2. A full calculation and proposed tree mitigation shall be approved by the City Arborist prior to commencement of Phase 1.
3. The property owner shall be responsible for maintenance of the trees through a landscape maintenance agreement. This responsibility includes the replacement of unhealthy and dead trees. The property owner shall submit to an on-site inspection of the planted/preserved vegetation 12 months after the issuance of the Phase 1 certificate of occupancy. If it is determined that the planted/preserved vegetation is dead, diseased, or otherwise not in compliance with provisions of the Code or the original approved tree mitigation plan, the property owner shall be provided notice and directed to correct any such deficiencies and replace all noncompliant materials within 60 days.
4. No use shall exceed the applicable City of Fort Pierce standards for noise.
5. The hours of operation of the facility shall be limited to: Monday - Friday between 6:30 am to 8:00 pm, Saturday between 7:00 am to 8:00 pm, Sunday - No operations. Quiet hours shall be from 11:00 pm to 7:00 am.
6. The applicant shall implement the Heavy-Duty White Sound® Smart Reversing System Alarm, or similar, to reduce, as far as practical, the noise impact of reversing trucks and other equipment prior to completion of the Batch Planer within Phase 1.
7. Prior to commencement of Phase 1, the applicant shall coordinate the approval of an Erosion and Sediment Control Plan with the City Engineer. The Plan shall relate to the sequence of construction of the development site, including stripping and clearing; rough grading; construction of utilities, infrastructure, and buildings; and final grading and landscaping. Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, areas of clearing, installation of temporary erosion and sediment control measures, and establishment of permanent vegetation. All erosion and sediment control measures necessary to meet the objectives of the City Code or Ordinances shall be maintained and in place throughout all phases of construction and after completion of development of the site.
8. All applicable State and Federal permits shall be obtained before commencement of the development.

Commission questions of Staff: Staff described the location of the new wall, explained that the wall could not extend between the site and the school because the available area could not support the structure, however the landscaping buffer will be increased. The batch plant is being constructed as far away from all neighbors as possible, particularly the school. Mr. Freeman confirmed and assured the Commission that the site will be monitored, including the landscape condition and that Phase 2 was dependent on Phase 1.

Applicant presentation: Mark Landsman, Applicant Representative, had no questions of staff. Mr. Landsman offered a brief presentation and overview of the project.

Commission questions of applicant: The applicant addressed questions regarding paving on the site, the operations of the batch plant and that the existing truck traffic will be reduced with the batch plant being brought on-line. It was clarified by Director Freeman that permits for Phase 2 would not be issued if the conditions of Phase 1 were not met, including the condition of the landscaping. Mr. Freeman confirmed that all of their requests were met with the conditions included; staff is satisfied.

Public comment: no additional comments.

Mayor Hudson closed the public hearing and indicated now was the time for deliberations.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve item 11E with the 8 staff conditions.

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

13. CITY COMMISSION

A. Resolution 25-R73 appointing Victoria Bush to the Arts and Culture Advisory Board as Mayor Hudson's appointee.

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

RESOLUTION NO. 25-R73 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT AND REAPPOINTMENT OF MEMBERS TO THE ARTS AND CULTURE ADVISORY BOARD; PROVIDING FOR AN EFFECTIVE DATE

Ms. Cox indicated that this resolution appoints Ms. Victoria Bush as Mayor Hudson's representative.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve Resolution 25-R73.

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

B. Resolution 25-R74 Approving an annexation agreement with Ashley Equities which defers annexation into the city until a certificate of occupancy is obtained for each phase of their project, and allows the development of the entire project within the Treasure Coast Education and Research Park to be accomplished under a master site plan approved under the County development code.

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

RESOLUTION NO. 25-R74 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, APPROVING AN ANNEXATION AGREEMENT BETWEEN THE CITY OF FORT PIERCE AND ASHLEY EQUITIES III, LLC, FOR SEVERAL PARCELS LOCATED WITH THE TREASURE COAST EDUCATION AND RESEARCH PARK, NORTH OF PRUITT RESEARCH ROAD AND WEST OF KINGS HIGHWAY; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Ms. Cox explained that this is an agreement between the City and Ashley Equities to defer annexation of property that they are acquiring from St. Lucie County at the Research Park until such time as they get a Certificate of Occupancy for each phase of the project. Ashley Equities wish to develop the entire site under a single set of zoning regulations and the site must be developed in phases. The agreement by the city to defer annexation of each phase until a certificate of occupancy allows them to accomplish this goal. The agreement does not interfere with the City's overall annexation strategy in that area. Both the City's TRC and Planning Board reviewed the agreement and had no objections.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Resolution 25-R74.

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

C. Resolution 25-R76 appointing Charlene Adair to the Keep Fort Pierce Beautiful Advisory Board as Mayor Hudson's appointee.

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

RESOLUTION NO. 25-R75 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE KEEP FORT PIERCE BEAUTIFUL ADVISORY BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Ms. Cox indicated that this resolution appoints Ms. Charlene Adair to the the Board as Mayor Hudson's appointee.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution 25-R75.

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

14. COMMENTS FROM THE PUBLIC

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

No public comment.

15. COMMENTS FROM THE CITY MANAGER

The City Manager, Mr. Richard Chess, indicated that he had only one comment. He is working diligently with the HR Manager to lock in dates for the interviews for the recruitment of the new Police Chief.

A. Reports

16. COMMENTS FROM THE COMMISSION

Commissioner Arnold Gaines urged the residents of District 2 to go out to vote and do their civic duty. He also stated that he is looking forward to working with whoever is elected. He stated that he enjoys working with the commission body and openly welcome the new member to One Fort Pierce. Commissioner Gaines also indicated that he would not be present at the Commission Day meeting next Monday.

Commissioner Curtis Johnson stated that the city had a very safe and enjoyable Halloween weekend, downtown was very festive, and people seemed to enjoy themselves.
He stated that he was looking forward to honoring our veterans next week and mentioned some other upcoming activities, specifically the groundbreaking on Indian River Drive, the new fire engine and groundbreaking for the new 7-eleven.
He also attended the reception of an EDC meeting and felt encouraged by what he heard from developers, and their networks in Fort Pierce being on the radar. He also had a meeting with the college and there are several exciting things happening and that he is looking forward to the continued responsible growth as we continue to build the city.

Commissioner Michael Broderick stated that he was excited about the Ashley capital developments here, and that both he and the city manager will be discussing it at length in the near future.
The annexation plans are moving forward, and it is important to get a mission statement now to figure out how we're going to do this. He stated that it would be happening, and we just need to input the plan and get it going. We will have those discussions and be moving forward.
Commissioner Broderick also pleaded with the registered voters from District 2 to come out and vote.

Mayor Linda Hudson stated that she was at the college twice last week, once for the legislative delegation and presented our legislative priorities for the city, then later presented for the Treasure Coast regionally.
She also stated that the first legislative alert has already been sent on sovereign immunity.

17. ADJOURNMENT

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

Mayor Hudson adjourned the meeting at 7:11 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

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

Meeting Date: 11/17/2025

Re:

SUBJECT:

Letter from Sophia and Gebre Kassaye expressing appreciation to Heather Debevec, Code Enforcement Officer, for her professional, respectful and helpful way she explained the city's rules regarding landscaping debris.

Attachments

Appreciation Heather Debevec

Form Review

Form Started By: Linda Cox Started On: 11/03/2025 01:52 PM

Final Approval Date: 11/03/2025

Dear Directors,
My name is Sophia Russell. I just wanted to share a quick note of appreciation for Code Enforcement Officer Heather Debevec. She recently visited our property regarding some debris that my husband left after landscaping. We received a fixer-upper from the previuos owners that required massive landscaping as the yard included overgrown trees, a termite-infested tree, and 3ft tall grass. As new residents, we weren't yet familiar with all the city's rules, and she took the time to explain everything clearly and patiently.
She was professional, respectful, and genuinely helpful. We both came away feeling informed and very grateful for her guidance. It's clear she takes pride in her work and represents your department exceptionally well.
Please pass along our thanks to her for the thoughtful way she handled the situation.
Best regards,
Sophia and Gebre
Gebre Kassaye, Sophai Russell-Kasaye
212 Indian Hills Drive,
Fort Pierce, FL
561-360-4711

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

Meeting Date: 11/17/2025

Re: Infrastructure Surtax Citizens Oversight Committee Annual Report 2024

Submitted For: Selena Griffett, Project Engineer, Engineering

---

SUBJECT:

Fort Pierce Infrastructure Surtax Citizens Oversight Committee Annual Report 2024

SUMMARY:

In November 2018, the citizens of St. Lucie County passed the Infrastructure Surtax referendum providing for improved roadways, more sidewalks, and better water quality. Resolution number 19-R06 established the City of Fort Pierce Infrastructure Surtax Citizens Oversight Committee. The mission of the Committee is determine that all Surtax proceeds received by the City of Fort Pierce have been expended in a manner consistent with the requirements of Florida Statute 212.055 (2) and the ballot language approved by the voters. In addition, the committee reviews the expenditures and their regularly scheduled quarterly meetings to verify the funds are being used for projects consistent with the City's approved Surtax proceeds project list.

Staff provides updates to the Committee and prepares this Annual Report for their review and approval.

RECOMMENDATION:

Staff recommends City Commission Acceptance of the Fort Pierce Infrastructure Surtax Oversight Committee Annual Report 2024.

ALTERNATIVES:

Staff to proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Selena Griffett

COORDINATED WITH:

Mark Zrallack

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	FY24/25
Account:	1141111-563210
Amount:	0.00

OTHER INFORMATION:

No funding is required.

Attachments

Final Surtax Annual Report
Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	10/27/2025 04:44 PM

Form Started By: Selena Griffett
Started On: 10/17/2025 04:28 PM
Final Approval Date: 10/27/2025

Fort Pierce Infrastructure Surtax Citizen Oversight Committee

2024 Annual Resurfacing Project



2025 ANNUAL REPORT

JANUARY 2026

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Master Project List and Status	14



24/25 COMMITTEE MEMBERS

Robert Burdge — Chair, Commissioner Appointee

Pearl Davis Liverpool — Vice Chair, Commissioner Appointee

Ella Hodge-Wimes — Commissioner Appointee

Shatell Hypolite — Commissioner Appointee

Gabriel Atkinson— Commissioner Appointee

Anthony Westbury — At Large

Betty Jo Starke —At Large



INTRODUCTION

Creation of Infrastructure Surtax Citizen Oversight Committee

In March of 2018 the City of Fort Pierce adopted a resolution supporting the St. Lucie County Board of County Commissioner's proposal to impose a voter approved half-cent increase to the state sales tax. This tax, referred to as the Infrastructure Surtax, would be used to help improve roads, build more sidewalks and support water quality projects throughout the county.

On November 6, 2018, the referendum was approved by the voters of St. Lucie County.

2018 Final Ballot Language

"To fund projects to improve local roads, reduce traffic congestion, add sidewalks, improve local water quality, including the lagoon, reduce neighborhood flooding and similar uses under Florida law and seek matching funds for these purposes, shall St. Lucie County levy a half-cent sales tax, for ten years, with expenditures reviewed by an independent citizens committee ensuring dollars are spent fairly throughout Port St. Lucie, Fort Pierce, St. Lucie Village, and St. Lucie County.

The Infrastructure Surtax Citizen Oversight Committee

The committee was established by Resolution No. 19 R06, and consists of seven (7) members. One member appointed by each of the five (5) members of the City Commission and two members appointed at large. The committee acts solely in an oversight and advisory capacity to the City Commission. The mission of the members of the Infrastructure Surtax Citizen Oversight Committee is to determine that all Surtax proceeds received by the City of Fort Pierce have been expended in a manner consistent with the requirements of Section 212.055 (2), Florida Statutes, and the ballot language approved by the voters. In addition, the committee reviews the expenditures of the Surtax proceeds and verifies these funds are being used for projects consistent with the City's approved Surtax proceeds project list. The committee reviews plans, budgets, designs, permits, reports, photographs, presentations and other material to sufficiently determine the status of each project.

The goals of this report are to provide the Fort Pierce City Commission with the committee's findings and assurance that the Surtax proceeds are in fact being spent in the manner approved by the voters of St Lucie County and in accordance with state law.

THE SUNRISE CITY
FORT PIERCE
Florida

The Infrastructure Surtax Oversight Committee is pleased to provide this FY 2025 Annual Report to the Citizens of the City of Fort Pierce.

As required by Resolution No. 18-R15 the voter approved Infrastructure Surtax referendum required "independent oversight by citizen committee". Resolution 19-R06 established and guides the Committee on their responsibilities and duties which included preparation of an Annual Report. This report provides acknowledgement by the Committee that the City's expenditure of Surtax proceeds is consistent with the requirements of Section 212.055(2), Florida Statutes and the ballot language approved by the voters and that the City's expenditure of Surtax proceeds is consistent with the City's approved Surtax proceeds project list.

This FY 2025 Annual Report was presented to the City Commission at their meeting on November 17, 2025.

Resolution 19-R06 requires that the Committee meet at least quarterly. The Committee met four times this year January 16, April 17, July 17 and October 16.

On behalf of the Fort Pierce Infrastructure Surtax Citizens Oversight Committee, we present this report for approval as we have followed the mission of the committee and verified that the funds are being used consistent with the guidelines that we have been asked to follow by the voters of Saint Lucie County and with the State Law.

Respectfully submitted,
Fort Pierce Infrastructure Surtax Citizen Oversight Committee

Robert Burdge — Chair

24/25 SURTAX PROCEEDS RECEIVED

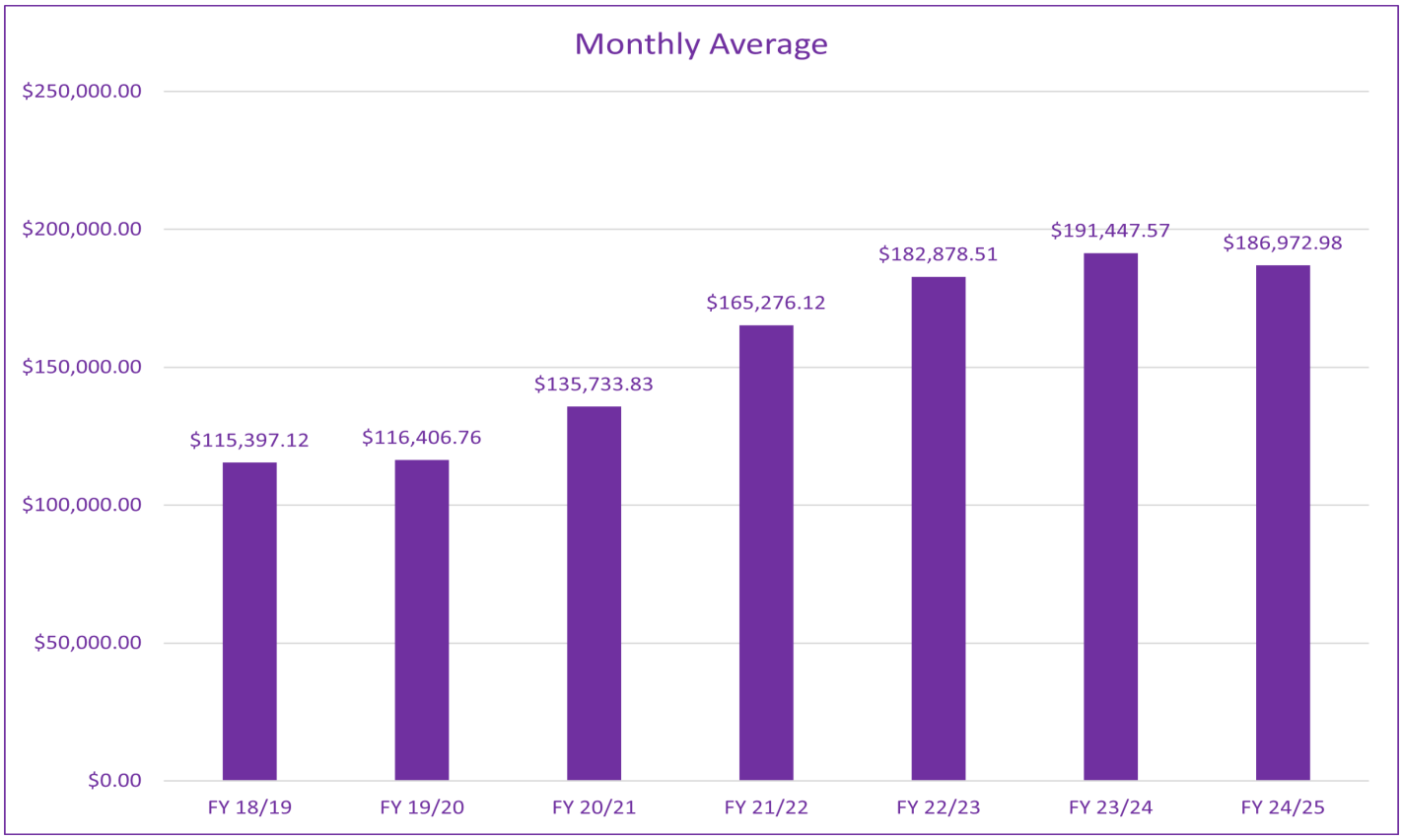
Date	Amount
10/28/2024	$164,439.22
11/13/2024	$181,632.15
11/27/2024	$171,264.54
12/27/2024	$173,737.43
1/31/2025	$180,070.87
2/24/2025	$194,785.05
2/28/2025	$194,366.54
3/28/2025	$173,264.85
4/30/2025	$188,894.86
5/19/2025	$215,195.11
5/27/2025	$206,439.80
6/24/2025	$192,994.02
7/31/2025	$183,052.13
8/14/2025	$203,263.26
8/26/2025	$183,041.20
9/26/2025	$185,126.62

2025 BALANCE

	Funds Received	Encumbrances	Expenses	Balance
FY 18/19	$1,038,574.10	$431,682.18	$0.00	$1,038,574.10
FY 19/20	$1,862,508.17	$1,263,825.13	$529,083.12	$2,371,999.15
FY 20/21	$2,171,741.20	$647,578.59	$1,200,667.35	$3,343,073.00
FY 21/22	$2,644,417.99	$2,681,019.05	$782,300.75	$5,205,190.24
FY 22/23	$2,926,056.08	$1,840,563.00	$2,073,063.98	$6,058,182.34
FY 23/24	$2,871,712.74	$2,042,098.06	$2,875,730.82	$6,054,164.26
FY 24/25	$2,991,567.65	$551,519.64	$1,272,043.99	$7,773,687.92
TOTALS	**$16,506,577.93**	**$9,458,285.65**	**$8,732,890.01**	**$7,773,687.92**

This is a cash basis report, Therefore, it will not match the accrual basis financial statement revenue numbers.

MONTHLY AVERAGE RECEIVED



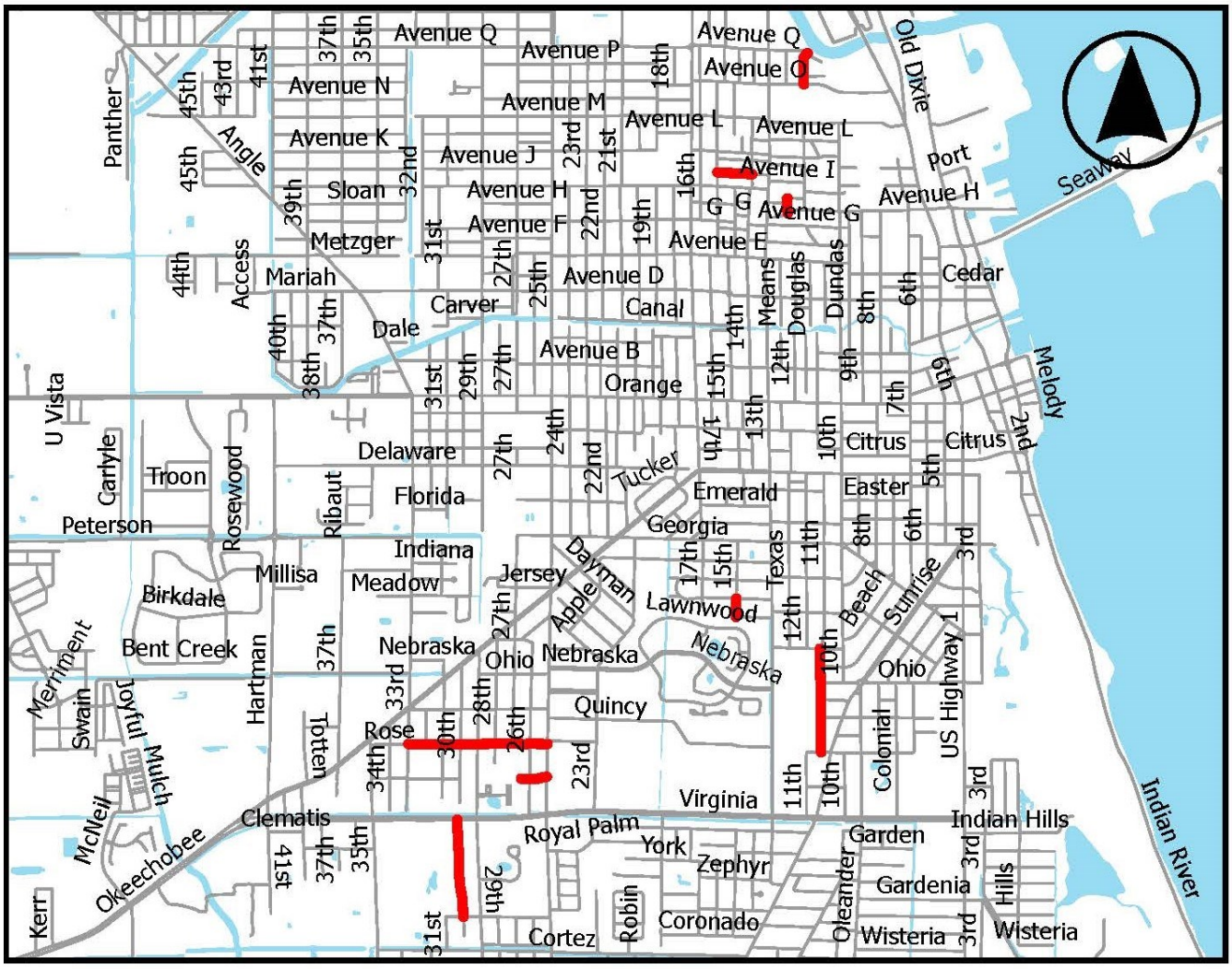
24/25 ENCUMBRANCES

$551,519.64 PO 251045 The Paving Lady 2025 Annual Resurfacing

2025 STREET RESURFACING

2025 STREET RESURFACING - Work Underway

The Contractor has begun the 2025 Street Resurfacing project. We anticipate completion in November



The City is developing an RFP for Infrastructure Inventory and Condition Assessment Data Collection services. This will provide the city with a higher level of pavement and sidewalk assessment information to better prioritize future resurfacing projects. We anticipate this data being available in 2027.

COMPLETED PROJECTS

Ohio Avenue Roadway Improvements

The project consists of complete reconstruction of Ohio Avenue from 11th Street to US 1. Improvements include drainage, sidewalks, curb and gutter, paving, decorative lights and landscaping. Construction was complete in early March 2025.

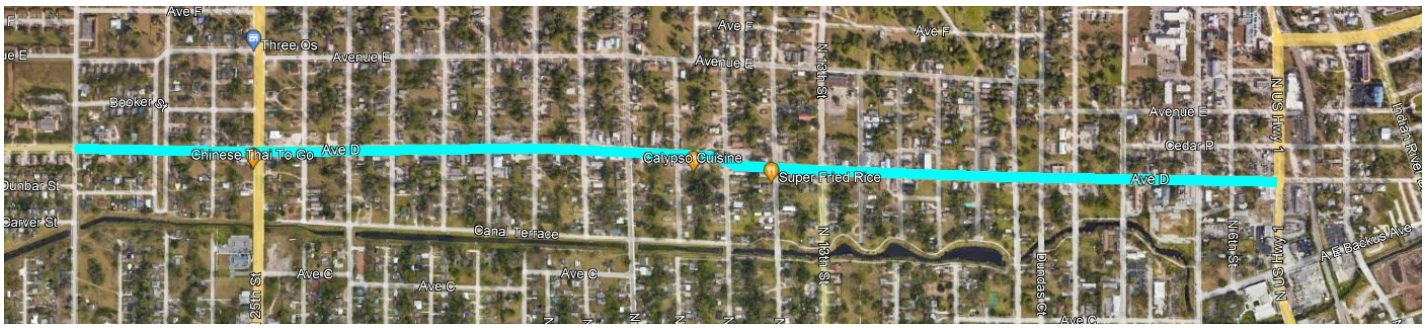


UPCOMING CONSTRUCTION

Avenue D (29th Street to US 1) - Resurfacing

The project will resurface Avenue D from 29th Street to US 1. ADA ramps will be reconstructed to meet updated standards. Sidewalk and driveways will be constructed where needed. Updated signage and pavement markings will help to increase safety.

A $1.5 million state grant was received for construction of Avenue D. The City will use the grant funds, FPRA funds, and Infrastructure Surtax funds to complete the project. A contract with the contractor is in process, the bid price is $4,072873.50



Indian River Dr. (Marina Way to Seaway Dr.)

Reconstruction of roadway, drainage, sidewalks, street lighting, and landscaping. Conversion of overhead utilities to underground and water/sewer replacement. Construction is anticipated to begin November 2025. Surtax funding will be combined with a Department of Economic Opportunity Grant as well as other available funds.

A contract is in process and construction is anticipated to begin in November 2025. The bid received was for $10,254,124.04



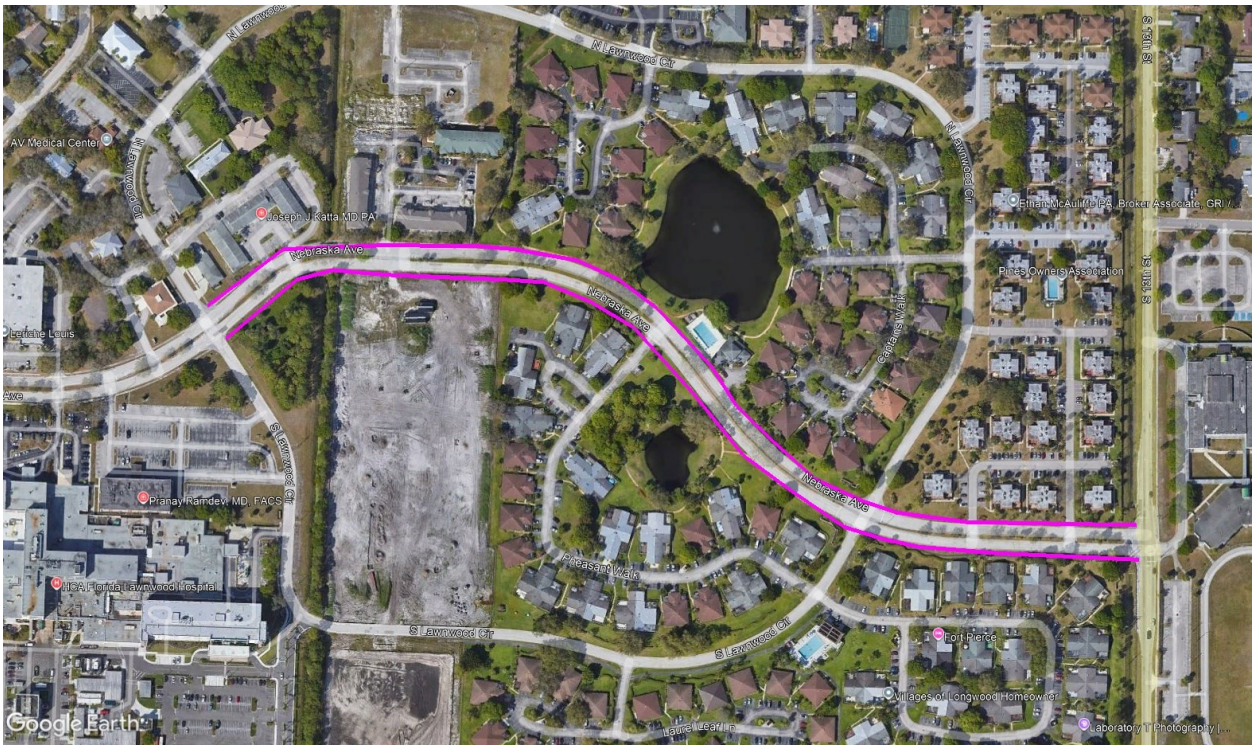
UPCOMING CONSTRUCTION

Nebraska Avenue Sidewalk—Lawnwood Circle

The project will install new 6' sidewalk along Nebraska Avenue between Lawnwood Hospital and Dan McCarty Middle School. The sidewalks will be constructed on both sides of Nebraska Avenue.

The City received a federal Transportation Alternative Program grant for up to 50% of the total construction cost. We anticipate FDOT approval to advertise the project by November, 2025 with Construction to begin in early 2026.

Current construction estimate is $900,000.00.



UPCOMING PROJECTS

Wendell Road (from 8th Street to 7th Street)

A joint project by the City and Fort Pierce Utilities Authority primarily for the replacement of utilities. This project will entail water and sewer main replacement, drainage improvements, sidewalk replacement and roadway reconstruction. Ninety percent plans are under review.

Estimated Total Project Cost is $2,000,000.00,

Surtax Funding Design $200,000.

This project is scheduled for construction in FY28/29.





11th Street—Boston Avenue—Preston Court Roadway Improvements

11th Street (Boston Avenue to Orange Avenue)
Boston Avenue (13th Street to 10th Street)
Preston Court (Delaware Avenue to Boston Avenue)

Reconstruction of roadway, drainage, sidewalks, updated signage and pavement markings.
A notice to proceed was issued to the consultant and survey and preliminary plans are anticipated in January 2024.

Estimated Total Project Cost is $2,500,000.00

This project is currently unfunded.

UPCOMING PROJECTS

13th Street (Orange Avenue to Georgia Avenue)

This project was previously designed to about 80% and funding became unavailable. A new contract was issued to complete the design. The project includes reconstruction of the roadway, drainage, and sidewalk. Some limited landscaping and street lighting is included. While there may be some needed utility improvements to sanitary sewer and water, these costs have not been included in the estimate at this time.

The current cost estimate is $3,500,000.00. The project is scheduled for construction in FY27/28



Avenue D Reconstruction—US 1 to Indian River Drive

This reconstruction project will include new roadway, sidewalks, and drainage infrastructure, landscaping, and lighting in the Edgartown district of the City.

Currently the cost estimate is $2,500,000.00 and the project is scheduled for construction in FY28/29.



MASTER PROJECT LIST

PROJECT/DESCRIPTION	ESTIMATE	SURTAX FUNDING	STATUS
Roadway Rehabilitation Projects (8.83 miles total, 1.97 miles complete)			
S. 7th Street Reconstruction (Wendell to 10th Street)		$306,427.86	COMPLETED 2019
Avenues A&B Reconstruction (7th Street to 8th Street)		$139,259.65	COMPLETED 2019
17th Street - (Orange Ave. to Ave. D)		$494,395.12	COMPLETED 2021
Citrus Overpass Bridge Repairs		$727,927.80	COMPLETED 2021
8th Street Reconstruction (Avenue D to Avenue E)		$206,637.48	COMPLETED 2022
Avenue B Reconstruction (13th Street to 8th Street)		$671,104.00	99% COMPLETE
Ohio Avenue Reconstruction (US1 to 11th Street)		$1,889,609.00	COMPLETED 2025
Grenada Street (Porpoise Ave to Gulfstream Ave)		$740,500.00	DESIGN
Avenue D - (29th Street to US 1 Resurfacing)	$4,072,873.50	$1,000,000.00	CONSTRUCTION
Avenue D - (US 1 to Indian River Drive Reconstruc-tion)	$2,500,000.00		DESIGN
Indian River Drive - (Ave. A to Seaway Dr.)	$10,254,124.04	$3,000,000.00	CONSTRUCTION
Wendell Road (8th Street to 7th Street)	$815,000.00	$47,940.00	DESIGN
11th - Boston- Preston Street Reconstruction	$2,476,418.00	$199,482.85	DESIGN
13th Street - Phase II (Georgia Ave. to Orange Ave.)	$3,500,000.00	$69,840.00	DESIGN
13th Street - Phase III (Ave. E to Ave. Q)	$2,500,000.00		UNFUNDED
13th Street - Phase IV (Virginia Ave. to Georgia Ave.)	$5,000,000.00		UNFUNDED
Avenue I - (13th to 25th)	$4,000,000.00		UNFUNDED
Surfside Drainage/Resurfacing - Phase IV	$4,000,000.00		DESIGN
Sidewalk / Recreational Trail Projects (1.0 miles)			
Emil Avenue - (Oleander Ave. to US 1)	$700,000.00		UNFUNDED
Nebraska Avenue (Lawnwood Circle) - Phase 1	$900,000.00		DESIGN
Stormwater Quality Projects			
Georgia Ave. Basin Water Quality Improvements		$367,598.00	COMPLETED 2024
Moore's Creek Linear Park Stormwater Improvements Phase 2	$8,500,000.00		UNFUNDED
Street Resurfacing			
2020 (1.6 miles)		$314,668.80	COMPLETE
2021 (2.3 miles)		$415,054.00	COMPLETE
2022 (2.7 miles)		$662,141.25	COMPLETE
2023 (3.65 miles)		$891,659.73	COMPLETE
2024 (2.18 miles)		$630,613.74	COMPLETE
2025 (1.54 miles)		$551,519.64	NTP 09/29/2025

Fort Pierce Infrastructure Surtax Citizen Oversight Committee



2024 ANNUAL REPORT
November 2025

COMMITTEE MEMBERS

Robert Burdge — Chair, Commissioner Appointee

Pearl Davis Liverpool — Vice Chair, Commissioner Appointee

Ella Hodge-Wimes — Commissioner Appointee

Shatell Hypolite — Commissioner Appointee

Gabriel Atkinson— Commissioner Appointee

Anthony Westbury — At Large

Betty Jo Starke —At Large



2018 Final Ballot Language

"To fund projects to improve local roads, reduce traffic congestion, add sidewalks, improve local water quality, including the lagoon, reduce neighborhood flooding and similar uses under Florida law and seek matching funds for these purposes, shall St. Lucie County levy a half-cent sales tax, for ten years, with expenditures reviewed by an independent citizens committee ensuring dollars are spent fairly throughout Port St. Lucie, Fort Pierce, St. Lucie Village, and St. Lucie County."

RESOLUTION 19-R06

"The Infrastructure Surtax Citizen Oversight Committee is tasked with the review of projects funded by the Infrastructure Surtax and issue reports to the City Commission to insure transparency and to provide the citizens of the City with the assurance that funds are being spent in the manner approved by voters and in accordance with state law."

2024 BALANCE

	Funds Received	Encumbrances	Expenses	Balance
FY 18/19	$1,038,574.10	$431,682.18	$0.00	$1,038,574.10
FY 19/20	$1,862,508.17	$1,263,825.13	$529,083.12	$2,371,999.15
FY 20/21	$2,171,741.20	$647,578.59	$1,200,667.35	$3,343,073.00
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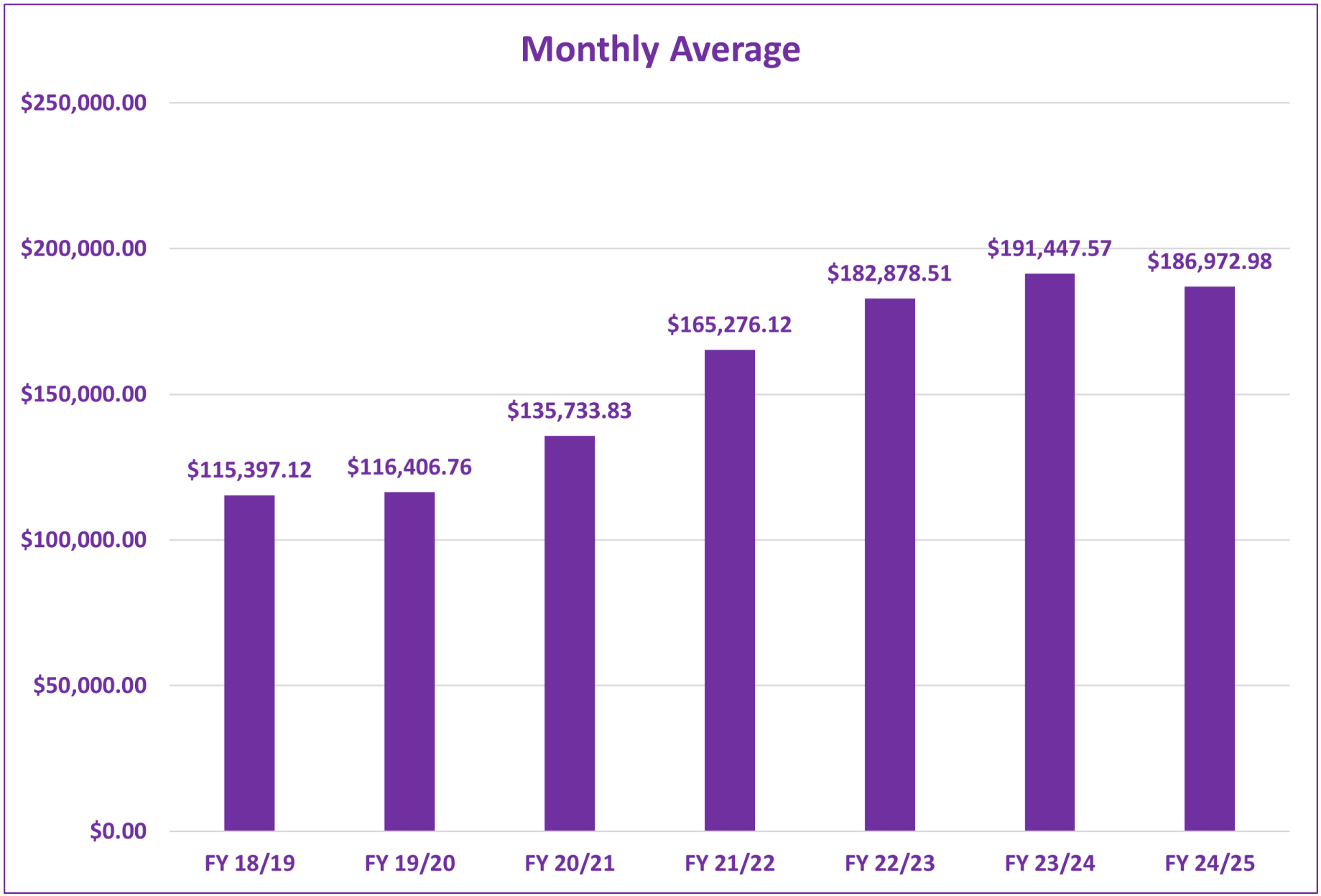
FY 24/25	$2,991,567.65	$551,519.64	$1,272,043.99	$7,773,687.92
TOTALS	**$16,506,577.93**	**$9,458,285.65**	**$8,732,890.01**	**$7,773,687.92**

This is a Cash In-Cash Out Report, therefore, it will not match audited financial accounting amounts.

MONTHLY AVERAGE RECEIVED



COMPLETED PROJECT



Ohio Avenue from 11th Street to US 1

2025 STREET RESURFACING

2025 Street Resurfacing			
STREET	**FROM**	**TO**	**LF**
11th Street (curb)	Southern Avenue	Mississippi Avenue	1,960.00
12th Street (curb)	Avenue O	Avenue Q	620.00
15th Street (curb)	Kentucky Avenue	Jersey Avenue	351.00
30th Street	Stanton Avenue	Virginia Avenue	1,840.00
31st Street	south end	Okeechobee Rd	2,200.00
Edgewood Terrace	16th Street	14th Street	660.00
Means Court	Avenue H	Nobles Terrace	280.00
Tennessee Avenue	west end	25th Street	490.00
Rhode Island Avenue	33rd Street	25th Street	2,645.00

Total 2025 Resurfacing 1.54 miles

Total Surtax Resurfacing 2020-2025 13.78 miles

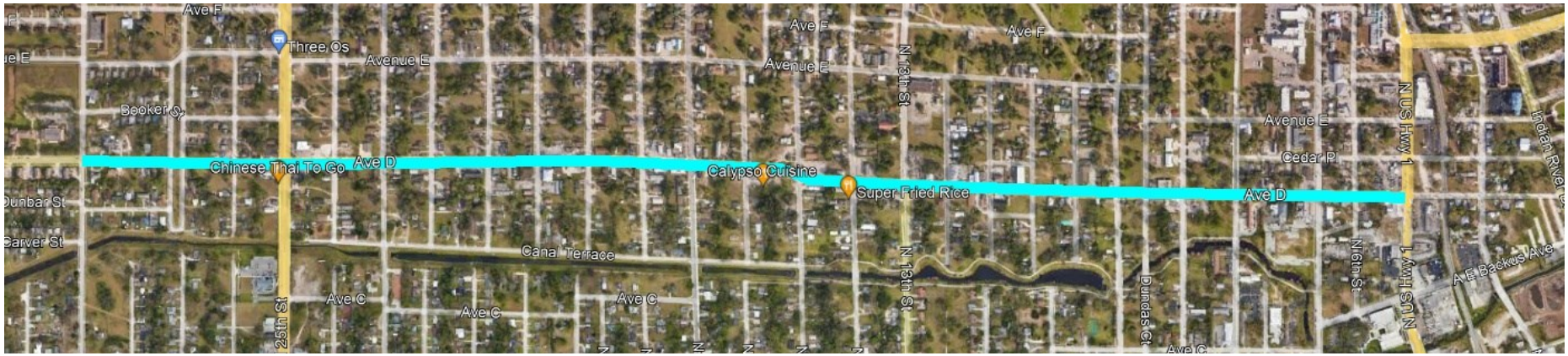
UPCOMING PROJECTS

Indian River Drive (Marina Way to Seaway Drive)



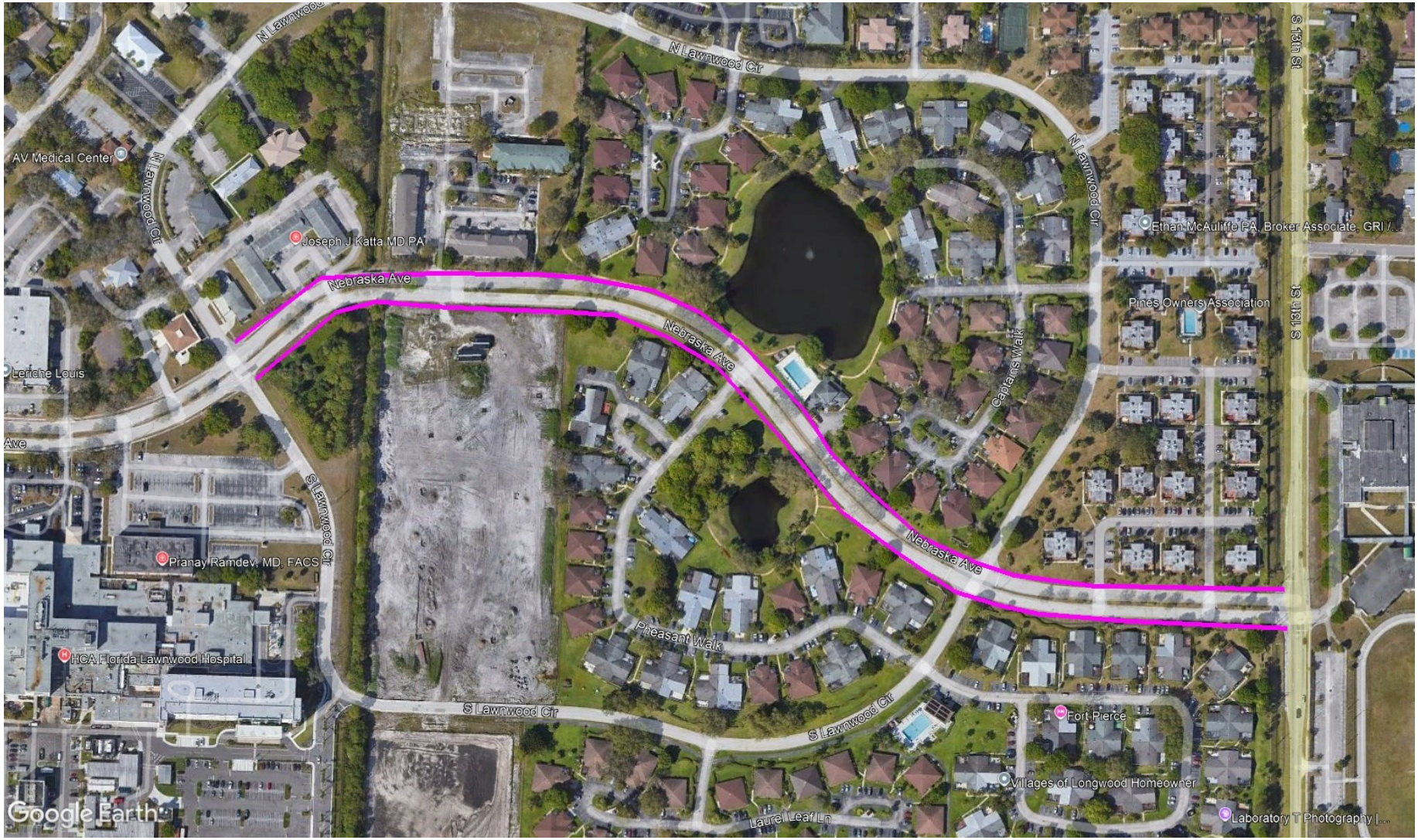
UPCOMING PROJECTS

Avenue D (29th Street to US 1)



UPCOMING PROJECTS

Nebraska Avenue Sidewalk—Lawnwood Circle



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

Meeting Date: 11/17/2025

Re: Specific Authorization No. 2025 - 2: Professional Engineering Services for the CDBG Coach Fenn Park Improvement Project Not to Exceed $119,320

Submitted For: Jason Atkinson, Director of Public Works, Public Works

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SUBJECT:

Approval of Specific Authorization No. 2025 - 2: Professional Engineering Services for the Coach Fenn Park Improvement Project in an amount not to exceed $119,320 which will be reimbursed from CDBG funds.

SUMMARY:

As part of the Community Development Block Grant (CDBG) program and in collaboration with the Grants Division, the Public Works Department will proceed with improvements to Coach Fenn Park, located at 2306 Ave I, Fort Pierce, FL 34950. This initiative will involve several enhancements, which include:

- Construction of a splash pad
- Development of a parking lot
- Installation of utility infrastructure
- Addition of modular restrooms
- Construction of pavilions
- Installation of a playground shade structure

City staff is engaging the services of Cape Design Engineering (CDE) under the city's continuing services agreement for a fee not to exceed $119,320. CDE will provide the necessary permit drawings and reports required to facilitate the acquisition of contractors through a subsequent competitive bidding process.

RECOMMENDATION:

Approve Specific Authorization No. 2025 - 2: Professional Engineering Services for the CDBG Coach Fenn Park Improvement Project Not to Exceed $119,320

ALTERNATIVES:

Staff will proceed as directed by the City Commission

RESPONSIBLE STAFF:

Marsha Commond, Special Projects Coordinator
Jason Atkinson, Public Works Director
Richard Stauffer, Facilities Maintenance Manager

COORDINATED WITH:

Donnella Clarke, Grants Division Manager
Camille Wallace, Assistant City Attorney

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2025-2026
Account: 001-4005-572-563200
Amount: $119,320
OTHER INFORMATION:
CDBG will reimburse this expense.

Attachments

Specific Authorization No. 2025-2
RLS Memo
Coach Fenn Park Improvement Budget and Timeline

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	11/04/2025 09:58 AM
Finance Department	Johnna Morris	11/07/2025 09:15 AM
City Manager	Richard Chess	11/07/2025 04:17 PM
Form Started By: Marsha Commond		Started On: 11/03/2025 10:42 AM
Final Approval Date: 11/07/2025		

SPECIFIC AUTHORIZATION NO. 2025-2

COACH FENN PARK IMPROVEMENT PROJECT

PROFESSIONAL ENGINEERING SERVICES

Pursuant to the Continuing Contract for Professional Services related to "RFQ No. 2024-005 – Miscellaneous Professional Continuing Services" (hereinafter referred to as "AGREEMENT") between the City of Fort Pierce, Florida (hereinafter referred to as "CITY") and Cape Design Engineering Co. (hereinafter referred to as "CONSULTANT") dated the 17th day of November, 2025, the CITY authorizes the CONSULTANT to provide professional engineering services as detailed in this Specific Authorization (hereinafter referred to as "AUTHORIZATION").

The CITY desires professional engineering services related to the structural improvements of Coach Fenn Park located at 2306 Ave I, Fort Pierce, FL 34950, hereinafter referred to as the "Project".

Section 1 - Scope of Work

CONSULTANT will provide the following services in accordance with this AUTHORIZATION and as described in Exhibit "A", which is attached hereto and incorporated by reference herein:

CONSULTANT will perform engineering design and drawing services, and construction administration.

Section 2 - Deliverables

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

Proposed services will be completed within 2 months from the issuance of the Notice to Proceed.

Section 3 - Method and Amount of Compensation

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

The budget (or fee) for the services is not to exceed $119,320.00

Section 4 - CITY's Responsibilities

CITY hereby designates the Public Works Director or his designee as CITY's representative for matters related to this AUTHORIZATION.

Section 5 - Other Provisions

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

Section 6 – Projects Supported by Federal Financial Assistance

CONSULTANT shall adhere to the additional terms and conditions required for contracts funded, in whole or in part, by federal financial assistance more specifically set forth in Exhibit "B", attached hereto and incorporated by reference herein.

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

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

Date: _____

APPROVED AS TO
FORM & CORRECTNESS:

_____
Sara Hedges,
City and Agency Attorney

CAPE DESIGN ENGINEERING CO.:

By: Inga I. Young Date: 10/31/2025

Inga I. Young (name)

President (title)

EXHIBIT "A"
SCOPE OF WORK

CONSULTANT will provide the following services under Specific Authorization No. 2:

Civil/Structural:

- Participate in the necessary conferences and/or coordination meetings required to complete the contract documents. The conferences and coordination meetings may be held over an online internet conference service only. A total of (1) one hour monthly would be allocated to meet with public works for the duration of the project.
- CDE will procure an updated survey to assess the existing conditions.
- CDE will procure a soils investigation and report.
- Preparation of structural and civil notes, design criteria and material specifications.
- Develop a detailed site plan for construction and implementation of all park improvements
- Include the layout of recreational amenities, infrastructure, landscaping, and accessibility improvements.
- Ensure coordination with architectural and landscape design teams.
- Design for ADA compliance, vehicular/pedestrian circulation, and safety.
- Prepare civil/structural engineering construction documents, including:
    - General notes, design criteria and material specifications
    - Existing Conditions
    - General site plan
    - Grading and drainage plans
    - Utility layout and connection plans (water and sewer)
    - Hardscape layout, including parking and access paths
    - Foundation plans for park structures (pavilions, restroom)
    - Foundation details for playground shade canopy structure.
    - Foundation and anchorage details for static equipment.
- Develop detailed construction drawings or specifications for:
    - Modular restroom facility
    - Parking lot
    - Pavilions
    - Splash pad
- Prepare material specification sheets for all civil/structural-related components, in compliance with applicable codes (FBC, FDOT, ASTM)
- Assist with the development of the fencing plan drawing enclosing pump station.
- Coordinate with other trades/professionals and city project manager for final building, water features, foundations, and equipment layout/location.
- Analysis, design and detailing of prefabricated building foundations and anchorage.
- Analysis, design and detailing of static equipment foundations and anchorage.
- Analysis, design and detailing of pavilion foundations and anchorage.
- Permit, biding and issue for construction (IFC) QA/QC document packages review and comments.
- Preparation of calculations report for permit submittal required by the City of fort Pierce, FL.
- Assist the client with the Review Comments originated by the City of Fort Pierce Building Department
- One-day permit meetings have been included to aid the permitting process.
- Review civil-structural-related submittals and shop drawings for compliance with design intent and specifications.
- Respond to RFIs from the contractor regarding plumbing systems, materials, and installation.
- Conduct periodic site visits during key milestones (e.g., underground rough-in, final connection) to observe progress and verify compliance.

Electrical:

- Participate in the necessary conferences and/or coordination meetings required to complete the contract documents. The conferences and coordination meetings may be held over an online internet conference service only. A total of (1) one hour monthly would be allocated to meet with public works for the duration of the project.
- Preparation of the general plan and notes.
- Design and detailing of lightning fixtures, schedules, and details.
- Design and detailing of the utility plan.
- Design and detailing of single-line diagram and grounded details.
- Permit, bidding and issue for construction (IFC) QA/QC document packages review and comments.
- Preparation of calculations report for permit submittal required by the City of Fort Pierce, FL.
- Assist the client with the Review Comments originated by the City of Fort Pierce Building Department.
- One-day permit meetings have been included to aid the permitting process.

Plumbing:

- Participate in the necessary conferences and/or coordination meetings required to complete the contract documents. The conferences and coordination meetings may be held over an online internet conference service only. A total of (1) one hour monthly would be allocated to meet with public works for the duration of the project.
- Review and coordinate with site, civil, and architectural plans.
- Attend coordination meetings as needed with the project team and stakeholders.
- Evaluate utility demands and determine connection locations and service sizing.
- Develop Piping & Instrument Diagrams (P&ID's) and PFDs's
- Prepare stamped and permitted-ready plumbing drawings, including:
    - Water supply and distribution plans
    - Sanitary sewer drainage plans
    - Fixture schedules
    - Pipe and pump sizing calculations (hydraulics)
    - Splash pad plumbing and circulation system layout
    - Exterior cold-water drinking fountain connections
    - Utility connection details
- Coordinate with modular building vendor requirements for restroom connections.
- Provide documentation suitable for permit submission and contractor bidding.
- Provide project-specific plumbing specifications, including:
    - Materials
    - Installation standards
    - Required testing procedures
    - Equipment and fixture performance requirements
- We will support construction activities with engineering oversight and coordination to ensure conformance with the design documents.
- Permit, bidding, and issue for construction (IFC) QA/QC document packages review and comments.
- Assist the client with the Review Comments originated by the City of Fort Pierce Building Department
- Review plumbing-related submittals and shop drawings for compliance with design intent and specifications.
- Respond to RFIs from the contractor regarding plumbing systems, materials, and installation.
- Conduct periodic site visits during key milestones (e.g., utilities final connection) to observe progress and verify compliance.
- Support the final plumbing inspection process with the authority having jurisdiction (AHJ).

Deliverables:
Our permit drawings and report will be provided in electronic format (PDF), and it will be signed and sealed by Professional Engineers registered in the State of Florida with a digital certificate.

Assumptions And Exceptions:

- This proposal includes time to submit drawings for review by the City of Fort Pierce and/or other agencies having jurisdiction, respond to comments, include corrections, and obtain approval from all entities.
- Our proposed scope of work, schedule, and fee are based on the assumption that the record civil/structural, mechanical/piping, electrical, and any other disciplines drawings and specifications, etc. that have been or will be supplied by others will be complete. If during performance of our work, we discover that the supplied documents are not complete, or if new information is obtained that negatively affects our ability to complete this project as proposed herein, we may request a modification to our scope of work, schedule, and/or fee.
- CDE is not responsible for procuring prefabricated restrooms building, prefabricated pavilions, shade canopy and any mechanical and electrical equipment.
- CDE shall not be responsible for providing architectural services as part of this project. All architectural design, documentation, and related services are excluded from the scope of work and shall be the responsibility of others.
- The city will provide prefabricated restrooms building, prefabricated pavilions, shade canopy and any mechanical and electrical equipment, specifications and pertinent loading to CDE for design purposes.
- Constructions Documents would be prepared on Architect/Engineer furnished AutoCAD background floor plans provided by the city. (Title block shall be in the format desired by the Architect/Engineer).
- Cost of drawings changes during construction for reason out of CDE's control shall be billed on a time and material basis.
- This proposal does not include cost for all non-labor items, including, but not limited to, travel, full-size drawing printing for bid sets and issued for construction sets, outside reproduction, phone, postage and all other such costs.
- CDE will provide the following Construction Administration (CA) basic services:
    - Checking shop drawings relating to work designed by our firm.
    - Answer properly documented construction-related questions (RFI's) during the construction phase.
    - On-site construction coordination meetings to a maximum of 2 visits per month.
- Permit fees are not included.
- The following work is not included in the basic services (additional services)
    - Job visits.
    - Continuous on-site special inspections during Construction.
    - Final field observation for substantial completion with written punch list.
    - Project As built.
    - Construction management and construction cost estimates.
    - Major changes to the original design documents after the design phase is completed, such as:
        - Material changes.
        - Adding/deleting equipment.
        - Eliminating/relocating park features.
    - Revisions to the drawings due to unforeseen existing site conditions.
    - Remedial work and Revisions to plans due to contractor errors, omissions, alternate materials selection, alternate methods, changes, etc.
    - Peer Review in excess of sixteen (16) hours is not included.
    - Owner/Client revisions to the contract documents for the purpose of reducing cost after the design is completed.
    - If requested by Owner or General contractor, we can provide structural inspections during the construction of the primary structural framework (to be coordinated with Owner and Client) with written report for each visit. This includes final field observation for substantial completion with written punch list.
    - Permit services: Trips to building department to secure permits or that are requested by Client or local government agencies.

Fee Schedule:

We propose to perform the scope of services outlined herein for the following lump-sum fee basis.

- **Updated Survey: $9,365**
- **Soils Investigation and Report: $ 6,365**
- **Engineering Design and Drawings: $ 79,490**
- **Construction Administration: $ 16,294**

Total Fee: $ 111, 514

Services will be invoiced monthly based on the percentage of work completed.

The CITY will allocate an additional seven percent (7%) of the total fee, amounting to $7,806, as a contingency fund to cover any unforeseen expenses that fall under its responsibility.

Total Fee with 7% contingency: $119,320.00

CONSULTANT will adhere to the following schedule:

1. Will commence work within seven (7) business days of receiving the Notice to Proceed; and
2. Issue permit drawings and a report no later than eight (8) weeks from the time work commences**.**

CONSULTANT will be paid a lump sum based upon the percentage of work completed and invoiced– Net 30 days after the permit drawings and report are issued. City reserves the right to withhold payment for services not completed to the satisfaction of the CITY.

EXHIBIT B
FEDERAL FINANCIAL ASSISTANCE CONTRACT PROVISIONS

Pursuant to 2 CFR 200.327 and Appendix II to Part 200, the following federal requirements and contract provisions are incorporated herein, where applicable, and made part of Specific Authorization No. 2025-2 through the Continuing Services Agreement by and between The City of Fort Pierce (hereinafter referred to as "CITY or CITY OF FORT PIERCE") and Cape Design Engineering Co (hereinafter referred to as "CONSULTANT"). If there is a conflict between these terms and conditions contained within this Exhibit and any other part of the Continuing Services Agreement, Specific Authorization, and its Exhibits, then the terms and conditions contained within this Exhibit shall prevail.

1. CONSULTANT acknowledges that any subcontracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. CONSULTANT acknowledges that all subcontracts in excess of $10,000 must address termination for cause and for convenience by the CONSULTANT including the manner by which it will be affected and the basis for settlement.

3. **Equal Opportunity**: During the performance of this contract, the CONSULTANT agrees as follows:

During the performance of this contract, the CONSULTANT agrees as follows:

(1) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential

job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.

(4) The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONSULTANT's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONSULTANT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-CONSULTANT or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-CONSULTANT or vendor as a result of such direction by the administering agency, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CONSULTANTs and sub-CONSULTANTs with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONSULTANT debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONSULTANTs and sub-CONSULTANTs by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

4. **Davis-Bacon Act:** CONSULTANT agrees to abide by the following:

(1) *Minimum wages —*

(i) *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONSULTANT and such laborers and mechanics. As provided

in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section.

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the CONSULTANT and its sub-CONSULTANTs at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

Frequently recurring classifications.

(A)

In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

(*1*)

The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(*2*)

The classification is used in the area by the construction industry; and

(*3*)

The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B)

The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(*3*) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii)

Conformance.

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(*2*) The classification is used in the area by the construction industry; and

(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the CONSULTANT and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the CONSULTANT, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov,* refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the CONSULTANT of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The CONSULTANT must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONSULTANT may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) *Unfunded plans.* If the CONSULTANT does not make payments to a trustee or other third person, the CONSULTANT may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the CONSULTANT, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONSULTANT to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the CONSULTANT will be required to pay interest on any underpayment of wages.

(2) *Withholding —*

(i) *Withholding requirements.* The City of Fort Pierce may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the CONSULTANT so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONSULTANT or any sub-CONSULTANT for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime CONSULTANT (as defined in § 5.2). The necessary funds may be withheld from the CONSULTANT under this contract, any other Federal contract with the same prime CONSULTANT, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime CONSULTANT, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONSULTANT liability for which the funds were withheld. In the event of a CONSULTANT's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the CONSULTANT's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the City of Fort Pierce may on its own initiative and after written notice to the CONSULTANT, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to

be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A CONSULTANT's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a CONSULTANT, or a CONSULTANT's bankruptcy estate;

(D) A CONSULTANT's assignee(s);

(E) A CONSULTANT's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(3) *Records and certified payrolls —*

(i) *Basic record requirements —*

(A) *Length of record retention.* All regular payrolls and other basic records must be maintained by the CONSULTANT and any sub-CONSULTANT during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the CONSULTANT must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) *Additional records relating to apprenticeship.* CONSULTANTs with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements —*

(A) *Frequency and method of submission.* The CONSULTANT or sub-CONSULTANT must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the U.S. Department of Housing and Urban Development if the agency is a party to the contract, but if the agency is not such a party, the CONSULTANT will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the City of Fort Pierce. The prime CONSULTANT is responsible for the submission of all certified payrolls by all sub-CONSULTANTs. A contracting agency or prime CONSULTANT may permit or require CONSULTANTs to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the CONSULTANT, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime CONSULTANT permits other methods of submission in situations where the CONSULTANT is unable or limited in its ability to use or access the electronic system.

(B) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime CONSULTANT to require a sub-CONSULTANT to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime CONSULTANT for its own records, without weekly submission by the sub-CONSULTANT to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the CONSULTANT or sub-CONSULTANT, or the CONSULTANT's or sub-CONSULTANT’s agent who pays or supervises the payment of the persons working on the contract,

and must certify the following:

(*1*) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(*2*) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.

(E) *Signature.* The signature by the CONSULTANT, sub-CONSULTANT, or the CONSULTANT's or sub-CONSULTANT's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the CONSULTANT or sub-CONSULTANT to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) *Length of certified payroll retention.* The CONSULTANT or sub-CONSULTANT must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) *Contracts, subcontracts, and related documents.* The CONSULTANT or sub-CONSULTANT must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The CONSULTANT or sub-CONSULTANT must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access —*

(A) *Required record disclosures and access to workers.* The CONSULTANT or

sub- CONSULTANT must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that the City of Fort Pierce or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the City of Fort Pierce or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B)

Sanctions for non-compliance with records and worker access requirements. If the CONSULTANT or sub-CONSULTANT fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the CONSULTANT, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any CONSULTANT or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the CONSULTANT or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C)

Required information disclosures. CONSULTANTs and sub-CONSULTANTs must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the U.S. Department of Housing and Urban Development if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the CONSULTANT, sub-CONSULTANT, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the City of Fort Pierce, the CONSULTANT, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4)

Apprentices and equal employment opportunity —

(i)

Apprentices —

(A)

Rate of pay. Apprentices will be permitted to work at less than the

predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the CONSULTANT will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B)

Fringe benefits. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C)

Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the CONSULTANT as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D)

Reciprocity of ratios and wage rates. Where a CONSULTANT is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the CONSULTANT's registered program must be observed.

(ii)

Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5)

Compliance with Copeland Act requirements. The CONSULTANT shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may

be applicable, which are incorporated by reference into this contract.

(6)

Subcontracts. The CONSULTANT or sub-CONSULTANT must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the sub-CONSULTANTs to include these clauses and wage determination(s) in any lower tier subcontracts. The prime CONSULTANT is responsible for compliance by any sub-CONSULTANT or lower tier sub-CONSULTANT with all the contract clauses in this section. In the event of any violations of these clauses, the prime CONSULTANT and any sub-CONSULTANT(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier sub-CONSULTANTs, and may be subject to debarment, as appropriate.

(7)

Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a CONSULTANT and a sub-CONSULTANT as provided in 29 CFR 5.12.

(8)

Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9)

Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONSULTANT (or any of its sub-CONSULTANTs) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10)

Certification of eligibility.

(i)

By entering into this contract, the CONSULTANT certifies that neither it nor any person or firm who has an interest in the CONSULTANT's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(ii)

No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

(iii)

The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11)

Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any CONSULTANT of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

5. **Contract Work Hours and Safety Standards Act (CWHSSA):** CONSULTANT hereby agrees to abide by the following:

(1) *Overtime requirements.* No CONSULTANT or sub-CONSULTANT contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONSULTANT and any sub-CONSULTANT responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such CONSULTANT and sub-CONSULTANT shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) *Withholding for unpaid wages and liquidated damages —*

(i) *Withholding process.* The City of Fort Pierce may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the CONSULTANT so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONSULTANT or any sub-CONSULTANT for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph

(b) on this contract, any other Federal contract with the same prime CONSULTANT, or any other federally assisted contract subject to the Contract

Work Hours and Safety Standards Act that is held by the same prime CONSULTANT (as defined in § 5.2). The necessary funds may be withheld from the CONSULTANT under this contract, any other Federal contract with the same prime CONSULTANT, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime CONSULTANT, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONSULTANT liability for which the funds were withheld.

(ii)

Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A)

A CONSULTANT's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B)

A contracting agency for its reprocurement costs;

(C)

A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a CONSULTANT, or a CONSULTANT's bankruptcy estate;

(D)

A CONSULTANT's assignee(s);

(E)

A CONSULTANT's successor(s); or

(F)

A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4)

Subcontracts. The CONSULTANT or sub-CONSULTANT must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the sub-CONSULTANTs to include these clauses in any lower tier subcontracts. The prime CONSULTANT is responsible for compliance by any sub-CONSULTANT or lower tier sub-CONSULTANT with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime CONSULTANT and any sub-CONSULTANT(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier sub-CONSULTANTs, and associated liquidated damages and may be subject to debarment, as appropriate.

(5)

Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i)

Notifying any CONSULTANT of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

6. **Clean Air Act and Federal Water Pollution Control Act:**

Clean Air Act

CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The CONSULTANT agrees to report each violation to the City of Fort Pierce and understands and agrees that the City of Fort Pierce will, in turn, report each violation as required to assure notification to the U.S. Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

The CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by U.S. Department of Housing and Urban Development.

Federal Water Pollution Control Act

The CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

The CONSULTANT agrees to report each violation to the City of Fort Pierce and understands and agrees that the City of Fort Pierce will, in turn, report each violation as required to assure notification to the Florida Department of Commerce, if applicable), U.S. Department of Housing and Urban Development, and the appropriate Environmental Protection Agency Regional Office.

The CONSULTANT agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by U.S. Department of Housing and Urban Development

7. **Debarment and Suspension:** This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the CONSULTANT is required to verify that none of the CONSULTANT's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The CONSULTANT must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by City of Fort Pierce. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City of Fort Pierce, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.** CONSULTANTs who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Purchases (goods/services) over $100,000 - CONSULTANTs must sign the certification on the last page of this addendum

9. **Procurement of Recovered Materials:** In the performance of this contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

   a) Competitively within a timeframe providing for compliance with the contract performance schedule;

   b) Meeting contract performance requirements; or

   c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA. The CONSULTANT also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

10. **Prohibition on Contracting for Covered Telecommunications Equipment or Services:** CONSULTANT agrees to adhere to the following:

(a) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3) Telecommunications or video surveillance services provided by such entities or using such equipment;

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; Prohibitions.

5) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(b) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(c) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports. Unless an exception in paragraph (d) of this clause applies, the CONSULTANT and its sub-CONSULTANTs may not use grant, cooperative agreement, loan, or loan guarantee funds from the Community Development Block Grant (CDBG) to:

1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

2) Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3) Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) *Exceptions.*

1) This clause does not prohibit CONSULTANTs from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and
ii. Are not used as critical technology of any system.

3) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(e) *Reporting requirement.*

1) In the event the CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONSULTANT is notified of such by a sub-CONSULTANT at any tier or by any other source, the CONSULTANT shall report the information to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The CONSULTANT shall report the following information:

1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2) Within 10 business days of submitting the information: Any further available information about mitigation actions undertaken or recommended. In addition, the CONSULTANT shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications

equipment or services.

(f) *Subcontracts.* The CONSULTANT shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

11. Domestic Preferences for Procurements:

Domestic Preference for Procurements:

The CONSULTANT should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States."

12. Build America, Buy America Act (BABAA) (*if applicable*):

CONSULTANTs and their sub-CONSULTANTs who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City of Fort Pierce with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by U.S. Department of Housing and Urban Development. CONSULTANTs and sub-CONSULTANTs certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. CONSULTANTs and sub-CONSULTANTs shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to U.S. Department of Housing and Urban Development, the federal agency; subrecipients will forward disclosures to the pass- through entity, who will, in turn, forward the disclosures to U.S. Department of Housing and Urban Development.

13. Affirmative Socioeconomic Steps (*if applicable to this Contract*):

When possible, CONSULTANT should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (*See U.S. Department of Labor's list*) take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(6) to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

14. Access to Records. CONSULTANT agrees to adhere as follows:

The CONSULTANT agrees to provide City of Fort Pierce, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONSULTANT which

are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The CONSULTANT agrees to provide the U.S. Department of Housing and Urban Development Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City of Fort Pierce and the CONSULTANT acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the U.S. Department of Housing and Urban Development Administrator or the Comptroller General of the United States.

15. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding:

This is an acknowledgement that HUD financial assistance will be used to fund all or a portion of the contract. The CONSULTANT will comply with all applicable federal law, regulations, executive orders, HUD policies, procedures, and directives.

16. No Obligation by Federal Government:

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, CONSULTANT, or any other party pertaining to any matter resulting from the contract.

17. Contract Changes or Modifications:

To be allowable under a federal grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable.

18. Program Fraud and False or Fraudulent Statements or Related Acts:

The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this contract.

19. Copyright Materials (*if applicable*):

License and Delivery of Works Subject to Copyright

The CONSULTANT grants to the (insert name of the recipient or subrecipient), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this

contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONSULTANT will identify such data and grant to the (insert name of the recipient or subrecipient) or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONSULTANT will deliver to the (insert name of the recipient or subrecipient) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the recipient or subrecipient).

20. **Build America, Buy America Act (BABAA)** Build America, Buy America Act Preference (Architectural and/or Engineering Contracts):

CONSULTANTs and sub-CONSULTANTs agree to incorporate the Buy America Preference into planning and design when providing architectural and/or consulting professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States."

21. **Publications**. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of Housing and Urban Development (HUD)."

22. **DHS Seal, Logo, and Flags:** CONSULTANT must obtain written permission from DHS prior to using the DHS seals, logos, crests, reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., U.S. Department of Housing and Urban Development, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

- This form is required only for purchases of more than $100,000 -

CERTIFICATION REGARDING LOBBYING

(Appendix A to 31 CFR Part 21 – New Restrictions on Lobbying)

The undersigned certifies, to the best of his or her knowledge and belief, that:

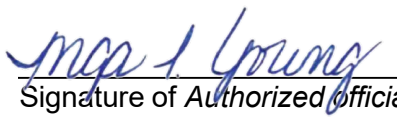
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

The CONSULTANT certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONSULTANT understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of *Authorized official (CONSULTANT)*

Date: 10/31/2025

Inga I. Young

(Print name of person signing above)

President

(Print title of person signing above)

CONSULTANT SELF-CERTIFICATION
REGARDING BUILD AMERICA BUY AMERICA (BABAA)

The undersigned certifies, to the best of his or her knowledge and belief, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the COAH FENN PARK IMPROVEMENT PROJECT that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with HUD financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

Cape Design Engineering Co. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Cape Design Engineering Co. understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Inga I. Young

Signature of Cape Design Engineering Co. Authorized Official

Inga I. Young / President

Name and Title of Cape Design Engineering Co. Authorized Official

10/31/2025

Date

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MARSHA COMMOND, SPECIAL PROJECTS COORDINATOR - PUBLIC WORKS, PUBLIC WORKS, DIRECTORS OFFICE

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

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: SPECIFIC AUTHORIZATION NO. 2025 - 2: CDBG COACH FENN PARK IMPROVEMENT PROJECT

CAO RLS#: 25-339

DATE: OCTOBER 29, 2025

I have reviewed the above Request for Legal Services (RLS) related to Specific Authorization No 2025-2 between the City of Fort Pierce and Cape Design Engineering Co as a Consultant for the Coach Fenn Park Improvement Project. Please note the following comments:

1. In the Fee Schedule section of the Scope of Work (Exhibit A), there is language about paying the Consultant a lump sum which I interpreted as the City will pay the Consultant the entire fee after the permit drawings and report are issued. To ensure the payment aligns with submission of invoices, I added language for the City to pay the Consultant in the same manner as the Consultant's submission of monthly invoices (i.e. lump sum payment based on percentage of work completed).
2. Per the Department, this Project is *partially funded* by CDBG dollars, therefore the Agreement must include federal contract provisions required for projects supported by federal funds. To ensure those requirements are met, Exhibit B has been drafted, and the Specific Authorization (SA) has been revised to include a Section referencing incorporation of Exhibit B. A redlined and clean version of the SA is attached.
3. Based on the comments above, **the Specific Authorization Agreement is approved as to form and correctness**. The Department should place the Agreement on the Commission's consent Agenda for review and approval prior to execution by the City. *The Consultant, however, should sign the SA prior to being placed on the Agenda.*

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

City of Fort Pierce

Coach Fenn Park Improvement Budget & Timeline

Budget

Phases	Budget
Phase 1: Preconstruction	$121,320
Phase 2: Site Preparation	$30,000
Phase 3: Park Improvements	$648,680
Total	**$800,000**

Timeline

Project Tasks	**Time Frame**	**# of Days**
Phase 1: Preconstruction (Site Plan and Specifications)	Nov. 2025 – Jan.2026	60 days
Request for Bids	Jan. 2026 – Feb. 2026	30 days
Bid Evaluation and Award	Feb. 2026 – March 2026	30 days
Legal Review and Executed Construction Agreement	March 2026 – April 2026	30 days
Phase 1: Preconstruction (Permitting)	April 2026 – May 2026	30 days
Phase 2: Site Preparation	May 2026 – June 2026	14 days
Phase 3: Park Improvements	June 2026	25 days
Total Completion Time	**8 Months**	**219 days**

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

Meeting Date: 11/17/2025

Re: CEI for Avenue D Resurfacing Project

Submitted For: Selena Griffett, Project Engineer, Engineering

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SUBJECT:

Approval of a St. Lucie County piggyback contract with Culpepper & Terpening for Construction Engineering and Inspection services for the Avenue D (from 29th Street to US 1) resurfacing project in the amount of $236,298.00.

SUMMARY:

The City received $1,500,000 in a State Grant to construct the Avenue D from 29th Street to US 1 Resurfacing project. The project includes resurfacing Avenue D from 29th Street to US 1, upgrades to ADA ramps, construct sidewalk on the south side of Avenue D from 29th Street to 25th Street, update existing driveways to concrete per City standards, upgrade signals to video detection, replace paver/brick crosswalks with patterned pavement crosswalks. FDOT has oversight of the construction with the State Grant funds and the City has requested to piggyback the St. Lucie County contract for Construction Engineering and Inspection services.

Culpepper & Terpening, Inc provided a cost estimate of $236,298.00 to provide Construction Engineering and Inspection Services for this project.

RECOMMENDATION:

Staff recommends awarding this contract to Culpepper & Terpening, Inc.

ALTERNATIVES:

Do not provide Construction Engineering and Inspection services for the Avenue D project.

RESPONSIBLE STAFF:

Selena Griffett

COORDINATED WITH:

Mark Zrallack, City Engineer
City Attorney's Office

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	FY25/26
Account:	1141111-563210
Amount:	$236,298.00

FISCAL IMPACT:

The amount of $236,298.00 will be charged to the Infrastructure Surtax account.

Attachments

Consultant Cost Estimate
Contract signed by Consultant
City Attorney Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	10/27/2025 12:28 PM
City Manager	Devoshay Johnson	10/28/2025 12:25 PM
Form Started By: Selena Griffett		Started On: 10/21/2025 12:00 PM
Final Approval Date: 10/28/2025		

Avenue D Roadway Reconstruction (29th Street to US-1) CEI Services

Manhour & Cost Estimate
Culpepper & Terpening, Inc.
8/4/2025
SLC CSC Rates
Construction (180 day construction time; hours include start-up and closeout)

	Total Hours	Rate/Hr	Total
Principal - Project Manager PE	356.00	$ 220.00	$ 78,320.00
Sr. Inspector (45 hrs/wk)	1,337.00	$ 115.00	$ 153,755.00
Inspector	1.00	$ 93.00	$ 93.00
Compliance Specialist (not in scope)	-	$ 80.00	$ -
CADD Technician/GIS	1.00	$ 90.00	$ 90.00
Survey Crew (2 Man)	1.00	$ 140.00	$ 140.00
Administrative Support	60.00	$ 65.00	$ 3,900.00
		Subtotal	**$ 236,298.00**
		TOTAL =	**$ 236,298.00**

Scope Includes: construction observation, MOT review, submittal review, quantity tracking, review of change orders, review of schedules, review of pay requests, review of NPDES items, coordination of RFIs, as-built review, progress meetings, monthly progress reports, tracking of weather days, final walkthrough, punch list preparation, preconstruction meeting.

Notes: Based on maximim 180 days of construction contract time to final completion
Testing by others
As-builts by others
Payroll review by others
Reimbursement packages from City to agencies by others
Based on daytime work as putlined in the plans; City to cover any night work.
Public outreach and business/resident coordination by the City.
Estimated budget based on contractor working no more than 45 hours/week

THE SUNRISE CITY
FORT PIERCE
PURCHASING DEPARTMENT
Florida

PIGGYBACK CONTRACT

The City of Fort Pierce ("City") enters this Piggyback Contract with **Culpepper & Terpening, Inc.** ("Vendor"), under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

1. The City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policies.

2. The Parties agree that the Vendor has entered a competitively bided and awarded contract with **St. Lucie County, FL,** said contract being identified as**:** Contract No. C21-07-668, *and* has authorized use of Contract No. C21-07-668 by the City for professional construction engineering and inspection services.

3. The City has found the Scope of Services, prices, and terms, and conditions as set out in Contract No. C21-07-668 to be reasonable, acceptable, and of benefit to their citizens.

4. Contract No. C21-07-668 between Vendor and **St. Lucie County, FL** is incorporated herein by reference and attached as Exhibit "A" to this contract. The terms and conditions of Contract No. C21-07-668 shall be fully binding upon the City and the Vendor.

5. Notwithstanding the requirement that Contract No. C21-07-668 is fully binding on the Parties, the Parties have agreed to modify certain technical provisions of Contract No. C21-07-668 as applied to this contract between the Vendor and the City, as follows:

   a) Time Period ("Term") of agreement**:** **No Change**

   b) Insurance Requirements: **No Change**

   c) Any other provisions that will be modified: **No Change**

   d) Address change for the City: Notwithstanding the address and contract information for the government entity as set out in Exhibit "A", the Vendor agrees to send notices and invoices to, and will conduct all business with:

      City of Fort Pierce, Florida
      Attention: Selena Griffett, P.E.
      100 N. U.S. Hwy 1, Fort Pierce, FL 34954

Telephone: (772) 467-3000
Email: sgriffett@cityoffortpierce.com

e) The City's Project Manager and associated contact information is listed below:

Name: Selena Griffett
Title: Deputy City Manager
Address: 100 N U.S. Hwy 1, Fort Pierce, FL 34950
Telephone: 772-467-3135
Email: sgriffett@cityoffortpierce.com

6. The parties understand, acknowledge and agree that City of Fort Pierce shall be substituted for any reference to St. Lucie County, Florida or County and as user or buyer of the VENDOR'S goods and/or services provided that such reference does not increase City of Fort Pierce's liability and/or responsibilities for goods and/or services beyond those specifically described in Exhibit A of this Agreement. The Parties' Agreement shall consist of these terms and conditions and Exhibit A (hereinafter referred to as the "Agreement"). If there is a conflict between these documents, then in order of preference the terms and conditions contained in this document control first, then Exhibit A.

7. Notwithstanding anything in Exhibit "A" to the contrary, the venue of any dispute will be in St Lucie County, Florida. Litigation between the parties arising out of this contract must be St Lucie County Florida, in the Court of appropriate jurisdiction. The Laws of Florida will control any dispute between the parties arising out of or related to this Piggyback Contract, the performance thereof or any products or services delivered pursuant to such contract.

8. Notwithstanding any other provision in Exhibit "A" to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this contract. Dispute Resolution shall be through voluntary and non-binding mediation, negotiation, or litigation in the Court of appropriate jurisdiction in St Lucie County Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

9. At all times, Vendor shall comply with Florida's public records laws. Vendor shall abide by all public records laws, and specifically: (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (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 the VENDOR does not transfer the records to the public agency; (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the VENDOR or keep and maintain public records required by the public agency to perform the service. If the VENDOR transfers all public records to the public agency upon completion of the contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the contract, the VENDOR shall meet all applicable requirements for retaining

public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF FORT PIERCE'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@CITYOFFORTPIERCE.COM OR 772-467-3065; LOCATED AT 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

10. Nothing contained in Exhibit "A", or this Piggyback Contract is intended to or shall be read to waive the City's Sovereign Immunity or to increase the limits thereto, pursuant to section 768.28, Florida Statutes.

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

12. Exhibit "B" to this contract, an affidavit stating that Vendor does not use coercion for labor or services, must be signed by an officer or representative of Vendor upon entering the Agreement, in accordance with Florida Statute Section 787.06(13).

Entered this ____day of _____, 2025.

CULPEPPER & TERPENING, INC.:

By: _____

Title: Chief Operating Officer

Date: 10-21-25

Attested by: _____

Name: Roberto Cabrera, PE

CITY OF FORT PIERCE:

By: _____

Title: _____

Date: _____

Attested by: _____

Name: _____

Approved as to Form and Correctness:

_____

Sara Hedges, City Attorney

Exhibit A – Original Government Contract (St. Lucie County)
Exhibit B – Affidavit Regarding the Use Coercion

EXHIBIT “A”

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR QUALIFICATIONS
RFQ NO. 21-021
Professional Engineering Services
Construction Engineering and Inspection Continuing Services

CONTRACT FOR PROFESSIONAL SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES (CEI)
C21-07-668

THIS CONTRACT is made as of the 6th day of July, 2021 by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **CULPEPPER & TERPENING, INC.**, hereinafter referred to as "Consultant".

WHEREAS, pursuant to Section 287.055, Florida Statutes, the County solicited proposals for non-exclusive Contracts to perform professional services for professional engineering services construction engineering and inspection from qualified firms for the performance of services; and,

WHEREAS, at the regularly scheduled meeting on July 6, 2021, The Board of County Commissioners approved the short list of firms, permission to conduct oral presentation, permission to negotiation a continuing contract, and authorized the execution of an agreement for Continuing professional services between County and Consultant hereinafter referred to as "Contract"; and,

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

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

1. **RECITALS**

The Recitals set forth above are fully incorporated into the Contract by reference.

2. **SERVICES**

The Consultant's responsibility under this Contract is to provide professional engineering services in the area of **Construction Engineering and Inspections Services (CEI)** (RFQ No. 21-021) . The projects for which the services are including but are not limited to:

Culvert Replacements
Bridge Repair or Replacement
Sidewalk Construction
Roadway Construction
Fiber Optic Conduit/Cable Installation

3. **TERM**

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

4. **TECHNICAL AND PROFESSIONAL SERVICES**

It shall be the responsibility of the Consultant to work with the County to provide professional engineering services related to construction engineering and inspection services (CEI) projects for St. Lucie County. Each project will require a separate work authorization. The work authorization shall set out the scope of work, time of performance and compensation schedule for each project.

5. **CONTRACT DOCUMENTS**

The Contract Documents which comprise the Contract between the County and the Consultant are attached hereto and made part hereof and consist of the following:

A. This Contract, consisting of pages 01 through 24 inclusive.

B. Exhibit "A", approved Hourly Rates

C. Consultant's Forms and Documents, consisting of 12 pages.

D. RFQ Documents, consisting of:
RFQ Details and Instructions, pages 01 to 22, inclusive
Scope of Services, pages 23 to 36, inclusive
Specifications, page 37 to 44, inclusive
FDOT Form 275-030-11DBE Bid Package Information
FDOT Form 275-030-11BDisadvantaged Business Enterprise (DBE) Affirmative Action Plan
FDOT Form 375-040-84 "LAP" Federal-Aid Terms for Professional Services Contracts
FDOT Form 375-030-32Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
FDOT Form 375-030-30 Truth in Negotiation Certification
FDOT Form 375-030-50 Conflict of Interest/Confidentiality Certification
FDOT Form 375-030-033Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts
FDOT Form 375-030-34 Disclosure of Lobbying Activities

E. Addenda No. 01 to 05, inclusive.

F. Insurance Certificates which shall be provided by the Consultant, along with the return of an executed copy of this Contract.

G. Any Modifications, including amendment, duly delivered after execution of this Contract.

Except for duly authorized and executed Modifications including but not limited to contract amendments, any conflict between the terms and conditions of this Contract and the terms and conditions of any of the other contract documents shall be interpreted in favor of this Contract.

6. **PROJECT MANAGER**

The Project Manager for the County is Michael Harvey at (772) 462-1717. The Project Manager for the Consultant is Marcelo Dimitriou at (772) 979-0082.

The parties shall direct all matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. Except as otherwise provided for in this Contract, the Project Managers shall be responsible for overall resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Contract. The Project Manager, however, has no authority to approve or execute amendments or work authorizations except as set forth in the County Purchasing Manual.

7. **COMPENSATION**

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each individual work authorization pursuant to the approved rate schedule attached hereto as Exhibit "A". No reimbursable expenses will be paid pursuant to this Contract. Any sub-consultant fees associated with this Contract will be paid as a direct pass through without any additional mark-up or administrative fee. The total maximum value of this Contract including all the work authorizations will not exceed **$1,500,000.00** (one million five hundred thousand and 00/100).

8. **PERIOD OF SERVICE; WORK AUTHORIZATIONS**

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment by assignment basis. The County reserves the right to select the respective Consultant who the County believes is in its best interest to perform the specified work.

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

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

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

9. **TIME OF PERFORMANCE**

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the work authorization. If the work is not fully completed according to the terms of the Contract and within the time limits stipulated in the individual work authorization, it is hereby acknowledged that the County will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the County liquidated damages, a sum of which will be outlined in each individual work authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

10. **GENERAL CONDITIONS**

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

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

11. **TRUTH-IN-NEGOTIATION CERTIFICATE**

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

12. **DEFAULT/TERMINATION**

A. TERMINATION FOR CAUSE

The County may terminate this Contract immediately, in whole or in part, at its sole discretion, upon written notice to the Consultants, for the following reasons:

1. Lack of funding. Lack of, or reduction in, funding or resources in which instance, the County shall provide the Consultants ten (10) days written notice of such termination or lack of funds;

2. Non-Performance. The Consultant's non-performance of the Technical Specifications of this Contract or non-compliance with the terms of this Contract. The County shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized provided that "unsatisfactory" materials are in noncompliance with the terms herein. At the County's sole discretion and with written notice by the County, the Consultants may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. Nothing herein, however, shall be construed as negating the basis for termination for nonperformance or shall in no way limit or waive the County's right to terminate this Contract under any other provisions herein.

3. The Consultant's improper, misuse, or inept performance of services under this Contract;

4. The Consultant's failure to comply with the terms and provisions of this Contract;

5. The Consultant's submission of invoices, data, statements and/or reports that are incorrect, incomplete and/or false in any way;

6. In the County's sole discretion, if termination is necessary to protect the health and safety of clients;

7. If the Consultant becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or

8. The Consultant's inability to perform under this Contract due to judicial order, injunction or any other court proceeding.

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

B. TERMINATION FOR CONVENIENCE

The County may terminate this Contract, in whole or in part, without cause, upon thirty (30) calendar days prior written notice to the Consultants. Upon such termination, the Consultants waives any claims for damages from the termination without cause including, without limitation, any and all consequential claims, and as the sole right and remedy of the Consultants, the County shall compensate the Consultants for all authorized work satisfactorily and responsibly completed through the termination date.

C. SCRUTINIZED COMPANIES TERMINATION

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

13. **SUB-CONSULTANTS AND SUBCONTRACTORS**

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

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

The Consultant, its sub-consultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the sub-consultant for work to be performed for the County the Consultant must incorporate the terms of this contract.

14. **FEDERAL AND STATE TAX**

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate if submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's Tax Exemption Number in securing such materials. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

15. **INSURANCE**

The County shall or cause its consultant to carry and keep in force, during the term of this Contract, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance for the services to be rendered in accordance with this Contract. The County shall also or cause its consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Contract, all such policies shall be issued by companies licensed to do business in the State of Florida.

The Consultant shall also provide the County with evidence of this insurance in the form of Certificates of Insurance which shall be subject to the County's approval for adequacy. The County shall be given thirty (30) days prior written notice of any material changes or cancellations of the policies. If sub-contractors are used by the Consultant, it shall be the responsibility of the Consultant to ensure that all its sub-contractors comply with all the insurance requirements contained herein relating to such sub-contractors.

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

A. **COMMERCIAL GENERAL LIABILITY**

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

B. **COMMERCIAL AUTO LIABILITY**

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

C. **WORKERS' COMPENSATION**

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Workers' Compensation insurance coverage to apply for all employees for Florida statutory limits. Coverage B, Employers Liability, shall be written for a minimum liability at $500,000.00 per occurrence.

D. **PROFESSIONAL LIABILITY**

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Professional Liability insurance on a claims made basis for a minimum of $1,000,000.00 coverage.

E. **OTHER INSURANCE PROVISIONS**

1. The General Liability policy shall contain or be endorsed to contain, the following provisions: "The County, its Officers, Officials, Employees, Agents, and Volunteers are to be covered as additional insureds for any and all liability arising out of the Consultant's performance of this Agreement." The coverage shall contain no special limitations on scope of protection offered to the County, its Officers, Officials, Employee, Agents and Volunteers.

2. When required by separate agreement, the County shall provide to the State of Florida, Department of Transportation ("the Department"), certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this County. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. **INDEMNIFICATION**

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The

County guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the County or any subcontractor, in connection with this Contract.

To the extent provided by law, Consultant shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Consultant hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the Consultant to indemnify County for the negligent acts or omissions of County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Contract."

The Consultant covenants and agrees at all times to indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement. The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.08 (Chapter 725).

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

17. **ASSIGNMENT**

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

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

18. **PUBLIC RECORDS**

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

19. **CONFLICT OF INTEREST**

Neither the County nor any of its Consultants or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the County or the locality during

tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the County, the County, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the County or the locality relating to such contract, subcontract or arrangement. The County shall insert in all contracts entered into in connection with any Project or any property included or planned to be included in any Project, and shall require its Consultants to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the County or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

20. **EXCUSABLE DELAYS (FORCE MAJEURE)**

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control), all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and County shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period. If any period of force majeure continues for thirty (30) days or more, either party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other party.

21. **PLEDGE OF CREDIT, ARREARS**

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

22. **DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

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

23. **INDEPENDENT CONSULTANT RELATIONSHIP**

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

24. **E-VERIFY/ VERIFICATION OF EMPLOYMENT STATUS**

Effective January 1, 2021, As required by Section 448.095(2)(a), the Consultant and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The County, Consultant, or subcontractor may not enter into a Contract unless each party to the Contract registers with and uses the E-Verify System. The Consultant shall provide documentation of their compliance of this requirement to the County upon request.

If the Consultant enters into a contract with a subcontractor, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an authorized alien. The Consultant shall maintain a copy of such affidavit for the duration of this Contract.

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

25. **PROHIBITION AGAINST CONTINGENT FEES**

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

26. **AUDIT**

The Consultant agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the County the amount of such reduction of payments. All required records shall be

maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

27. **NON DISCRIMINATION**

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

28. **ENFORCEMENT COSTS**

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

29. **AUTHORITY TO PRACTICE**

The County represents that it is a political subdivision of the State of Florida with the authority to engage the professional service described herein and to accept the obligation for payment for the services.

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

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

30. **SEVERABILITY**

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

31. **COMPLETE AGREEMENT**

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant

recognizes that any representations, statements or negotiations made by the County staff do not suffice to legally bind the County in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized County representative. This Agreement shall bind the parties, their assigns, and successors in interest.

32. **AMENDMENT**

This Agreement may be amended only with the written approval and agreement of the parties.

33. **MODIFICATIONS OF WORK/CHANGES**

The County reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Any changes to the scope of work, price or schedule shall be in writing and agreed to by the Parties. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, **in writing**:

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

2. Notify the County of any estimated change in the completion date, and

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

If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written Amendment is signed by the authorized representative for the County.

34. **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 County:
St. Lucie County Administrator
Administration Annex
2300 Virginia Avenue
Fort Pierce, Pierce, FL 34982

With a Copy To:
St. Lucie County Attorney
Administration Annex
2300 Virginia Avenue
Fort Pierce, Pierce, FL 34982

As To the Consultant:
Culpepper & Terpening, Inc.
2980 S. 25th Street
Fort Pierce, Florida 34981
Phone: (772) 464-3537

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

35. **CAPTIONS AND PARAGRAPH HEADINGS**

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.

36. **WAIVER**

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

37. **COMPLIANCE WITH LAWS**

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

38. **INTERPRETATION; VENUE**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

39. **DISPUTE RESOLUTION**

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

40. **MEDIATION**

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

41. **ANTITRUST ASSIGNMENT**

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

42. **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

If the Consultant intends to subcontract any portion of the Services covered by this Agreement, the Consultant must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

43. **SUSPENSION AND DEBARMENT**

Federal regulations restrict the County from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and

activities. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Consultant can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FDEM and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C during the term of this Contract. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

44. **PROCUREMENT OF RECOVERED MATERIALS**

1. In the performance of this Contract, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

    i. Competitively within a timeframe providing for compliance with the Contract performance schedule;

    ii. Meeting Contract performance requirements; or

    iii. At a reasonable price.

2. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designated items is available at http://www.epa.gov/cpg/products.htm.

45. **BYRD ANTI-LOBBYING AMENDMENT**

By executing this Contract, Consultant makes the certification below, which is found at APPENDIX A, 44 C.F.R. PART 18. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a

member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(iii) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Consultant certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

46. **ACCESS TO RECORDS**

The following access to records requirements apply to this Contract:

1. Contractor agrees to provide the County, the State agency, the administrator of the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever

or to copy excerpts and transcriptions as reasonably needed.

3. Contractor agrees to provide the administrator of the federal awarding agency or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

4. In compliance with the Disaster Recovery Reform Act of 2018, the County and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the administrator of the federal awarding agency or the Comptroller General of the United States.

47. **DHS SEAL, LOGO AND FLAGS**

The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

48. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that federal financial assistance will be used to fund the Contract, in whole or in part. Consultant will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

49. **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the County, Consultant, or any other party pertaining to any matter resulting from the contract.

50. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Contract.

51. **LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

The Consultant grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

52. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

Any discovery or invention that arises during the course of the Contract shall be reported to the County. Contractor must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

53. **EQUAL OPPORTUNITY EMPLOYMENT**

During the performance of this contract, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

4. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

54. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

1. Overtime requirements. No Consultant or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or

cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts. The Consultant or sub-consultants shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier sub-consultants. The prime consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

55. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

1. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

2. The Consultant agrees to report each violation to the County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.

3. The Consultant agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

56. **REMEDIES**

If any work performed by the Consultant fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, the County may exercise any remedies provided in the original Contract to which this addendum is made a part; or, if none specified, the County may in its sole discretion:

1. Elect to have Consultant re-perform or cause to be re-performed at the Consultant's sole expense, any of the work which failed to meet the requirements of the Contract;

2. Hire another Consultant to perform the work and deduct any additional costs incurred by the County as a result of substituting Consultants from any amounts due to the Consultant; or

3. Pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the County's right to pursue and obtain any and all other available legal or equitable remedies against the Consultant.

57. **DOMESTIC PREFERENCE REQUIREMENTS**

As appropriate and to the extent consistent with law, Consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subcontracts and purchase orders for work or products under this Contract. For purposes of this paragraph:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

58. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

1. As used in this paragraph, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services as used in this paragraph—

2. Prohibitions:

   A. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

   B. Unless an exception in this paragraph applies, the Consultant and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from FEMA to:

      i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
      ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
      iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
      iv. Provide, as part of its performance of this Contract, any equipment, system, or service that uses covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions:

A. This paragraph does not prohibit the Consultant from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

B. By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment or services that:

- Are not used as a substantial or essential component of any system; and
- Are not used as critical technology of any system.
- Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting Requirement:

A. In the event the Consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during performance of the Services set forth in this Contract, or the Consultant is notified of such by a subcontractor at any tier or by any other source, the Consultant shall report the information in the manner stated below to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

B. The Consultant shall report the following information pursuant to this paragraph:

i. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information above: Any further available information about mitigation actions undertaken or recommended. In addition, the Consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

ATTEST:

Vera Smith

DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____

CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

_____

COUNTY ATTORNEY

WITNESSES:

(1) _____

(2) _____

CULPEPPER & TERPENING, INC.

BY: Sherry Terpening

PRINT NAME: SHERRY TERPENING

CULPEPPER & TERPENING INC

CONSULTING ENGINEERS | LAND SURVEYORS

RFQ 21-021 Professional Construction Engineering and Inspection Services – Continuing Contracts
Hourly & Reimbursable Rate Schedule

Professional Services		Rate
~~Expert Witness~~	~~$~~	~~330.00~~
Principal Engineer, P.E.	$	220.00
Senior CEI Project Manager, P.E.	$	195.00
Senior Project Engineer, P.E.	$	195.00
Senior Project Surveyor, P.S.M.	$	180.00
Project Manager CEI	$	175.00
Project Engineer, EI	$	155.00
Contract Support Specialist	$	145.00
Senior Bridge Inspector	$	125.00
Senior Construction Inspector	$	115.00
Construction Inspector	$	93.00
Resident Compliance Specialist	$	85.00
Compliance Officer	$	80.00
Sr. Engineering Designer	$	125.00
Sr. Engineering Technician	$	90.00
Engineering Technician	$	80.00
Sr. Surveying Technician	$	90.00
Surveying Technician	$	80.00
Administrative Services	$	65.00
LiDAR Scan Crew/UAV Drone	$	185.00
GPS Survey Crew	$	170.00
Survey Crew	$	140.00
GIS Project Manager	$	115.00

Rates are valid for Five (5) Years from Date of Contract Execution

Exhibit "A"

A LEGACY OF EXPERTISE AND EXCELLENCE
2980 SOUTH 25TH STREET | FT. PIERCE, FL 34981 | (772) 464-3537 | FAX: (772) 464-9497

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Culpepper & Terpening, inc.

By: Marcelo Dimitriou, PE

Date: January 27, 2021

Title: Director of CEI Services

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set outbelow.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/ordebarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submittedif at any time the prospective lower tier participant learns that its certification was erroneous by reason of changedcircumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors andsuppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Culpepper & Terpening, Inc.
Name of Consultant

By: Marcelo Dimitriou

01/27/2021
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION

Information entered on this page will carry over to subsequent pages.

When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
22-021	**SLC CEI Continue Services**	**n/a**

VERSIONS

TECHNICAL REVIEW COMMITTEE / DOT TECHNICAL ADVISORS	
SELECTION COMMITTEE	
PUBLIC OFFICERS / EMPLOYEES	
TECHNICAL REVIEW / AWARDS COMMITTEE FOR LOW BID PROJECTS	
CONSULTANT / CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER	
CONSULTANT / CONTRACTOR / TECHNICAL ADVISORS	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

375-030-50
PROCUREME
NT OGC -
1/20

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
22-021	**SLC CEI Continue Services**	**n/a**

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date
Marcelo Dimitriou, PE		6/27/24

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON
FEDERAL-AID CONTRACTS

(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: Marcelo Dimnitriou Date: 1/27/21

Authorized Signature Title: Dir. of Construction Services

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year:_____Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier_____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*:
6. Federal Department/Agency: _____ _____		**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____		**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____		**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.		Signature: _____ Print Name: Marcelo Dimtsu Title: CEO Manager Telephone No.:_____Date (mm/dd/yyyy): 1/27/21
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RFQ No. 21-021
Professional Engineering Services – Construction Engineering & Inspection Services

January 7, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Questions/Answers:

Q1: How many hard copies are required of our submission? Are any electronic copies required?
A1: One unbound, hard copy original, one electronic copy on flash drive and six bound hard copies.

Q2: Are wet signatures required?
A2: Electronic signatures will be accepted.

Q3: On page 4 of 44 of the RFQ, it does not state to include the forms at the end of the RFQ. Are the FDOT forms required with the submittal?
A3: The FDOT forms are required with the submittal.

Q4: On page 4 of 44 of the RFQ, it states:
e. Certified minority business enterprise or MBE/DBE/SBE status as defined in Section 288.703 Florida Statute or Florida Veteran Business as defined in Section 295.187 Florida Statute (provide a copy of certificate).
Should we include the status/certificates of our sub-consultants as well?
A4: The status/certificates of sub-consultants should be included in the submittal.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: Culpepper & Terpening, Inc.

Signature: _____

Date: 01/27/2021.

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 2

RFQ No. 21-021
Professional Engineering Services – Construction Engineering & Inspection Services

January 13, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Questions/Answers:

Q1: In order to protect the individual employees of both the County and the entity awarded the contract, would the County consider adding the following language (5 point sizes larger than rest of text to comply with Florida Statutes section 558.0035)? *"PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF EITHER PARTY MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT."*

A1: Our County Attorney's office has said the County will not agree to that statement. The County will agree to the following statement:

The Consultant covenants and agrees at all times to indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement. The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.08 (Chapter 725).

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: Culpepper & Terpening, Inc.

Signature: _____

Date: 01/27/2021.

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 3

RFQ No. 21-021
Professional Engineering Services – Construction Engineering & Inspection Services

January 15, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Questions/Answers:

Q1: Are the DBE Bid Package Information (275-030-11) and Disadvantaged Business Enterprise Affirmative Action Plan (275-030-11B) forms required for this submittal since they appear to be intended for construction contractors? Our subconsultant information is usually reported only on the Equal Opportunity Compliance (EOC) website. Also requesting the Local Agency Proposal ID number that is linked to this project in the EOC website so we may enter our subconsultant information.
A1: FDOT form 275-030-11 and 275-030-11B are required for the submittal and are provided For Information Only. This Continuing Services Contract is intended to be used on County projects and potential LAP/Federal Aid projects. At this time, there is no Local Agency Proposal ID number.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: Culpepper & Terpening, Inc.

Signature: _____

Date: 01/27/2021.

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 4

RFQ No. 21-021
Professional Engineering Services – Construction Engineering & Inspection Services

January 20, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Questions/Answers:

Q1: Regarding the above RFQ, Page 4 of 44, Item 1.c. notes (1 page per person) for professional qualifications of specific individuals that will be assigned to St. Lucie County. Is it acceptable to include an introduction to this section and/or an organization/staffing chart and if so, what would be the page limitation?
A1: Yes, page limitation for introduction/organization staffing chart would be two pages.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: Culpepper & Terpening, Inc.

Signature: _____

Date: 01/27/2021.

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 5

RFQ No. 21-021
Professional Engineering Services – Construction Engineering & Inspection Services

January 22, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Questions/Answers:

Q1: Clarification on Addendum No. 03.
It states that the forms **are** required and **are** provided for Information Only. Does this mean they are For Information Only since they will be included on assignments with LAP funding and will be part of the Contractor's contract or we are supposed to fill them out?

The same question goes for Form 375-030-50 Conflict of Interest as this is typically done by representatives of FDOT on specific assignments. This RFQ doesn't have a Financial Project Number. Also, it's confusing if we would need to have all potential staff members involved with this contract sign the bottom of the form or just our company representative *or is this form For Information Only should the need arise on a specific assignment under the contract.*
A1: The County has coordinated this RFQ with FDOT for the purposes of meeting Federal Contract Requirements should the need arise. It is unknown if or when a Work Authorization will involve Federal Contract Requirements. All forms should be completed to provide as much information as possible and returned with the RFQ submittal. Complete the forms for the staff members included in the RFQ. Completed DBE forms provided as part of the RFQ submittal are For Informational Purposes only as per FDOT requirements DBE participation is not required for contract award.

Q2: Regarding completing the Bid Opportunity List in FDOT's EOC system, a project number or Financial Identification Number is needed. Can you provide a number, or is it acceptable to use FDOT's old form number 275-030-10 and include it with our submission?
A2: **This is not an FDOT contract and the County does not have a project number or Financial Identification Number at this time. It is unknown if or when a Work Authorization will involve Federal Contract Requirements. All forms should be completed to provide as much information as possible and returned with the RFQ submittal.**

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: Culpepper & Terpening, Inc.

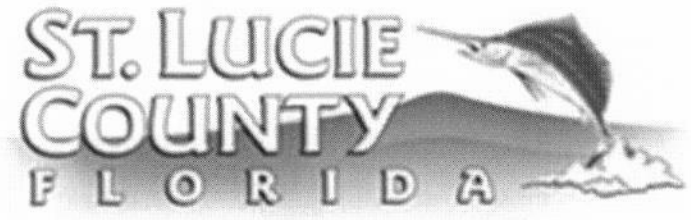
Signature: _____

Date: 01/27/2021.

REQUEST FOR QUALIFICATIONS

RFQ No. 21-021

Professional Engineering Services
Construction Engineering and Inspection Continuing Services



ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DIVISION
2300 VIRGINIA AVENUE
FORT PIERCE, FLORIDA 34982
(772) 462-1700

LEGAL NOTICE
ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR QUALIFICATIONS

RFQ No. 21-021
Professional Engineering Services
Construction Engineering and Inspection Continuing Services

Sealed Qualification packages from qualified firms or individuals to perform **Professional Engineering Services – Construction Engineering and Inspection Continuing Services,** as listed in Request for Qualifications 21-021. Qualifications packages will be received at the Purchasing Division, St. Lucie County Board of County Commissioners, 2300 Virginia Avenue, Ft. Pierce, Florida 34982, **until 3:00 p.m. Local Time, on WEDNESDAY, JANUARY 27, 2021,** at which time this RFQ will be publicly declared closed.

Bid documents may be obtained via download from www.DemandStar.com or by contacting the Office of the Purchasing Division at 2300 Virginia Avenue, Fort Pierce, Florida, 34982, (772) 462-1700.

St. Lucie County reserves the right to waive informalities, to reject any and all RFQ submittals, and to accept any RFQ submittals or any combination of RFQ submittals, which in its sole judgment will best serve the public interest.

CAUTION: *It is the bidder's/proposer's responsibility to ensure that bids/proposals/qualifications are received in the Purchasing Division prior to the date and time specified above. Receipt of a bid/proposal/qualification in any other County office does not satisfy this requirement.*

St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

St. Lucie County Board of County Commissioners

Advertisement: Sunday, December 20, 2020

SCOPE OF SERVICES

In accordance with 40 USC Ch.11 Selection of Architects and Engineers, the Brooks Act, St. Lucie County (County) is soliciting Requests for Qualifications (RFQ) for Construction Engineering and Inspection Continuing Services. The full Scope of Services and Qualifications are included in Attachments A and B.

Projects are anticipated for work of a specified nature (see Scope of Services and Qualifications in Attachments A and B) and as outlined in a work authorization to be developed between the Consultant and the County including but not limited to projects in the County's adopted Capital Improvement Plan (CIP) and/or any other projects approved by the Board of County Commissioners. Work authorizations under this contract shall not exceed the limits set forth by Section 287.055 (2)(g) Florida Statutes. Work authorizations will be awarded by separate Request(s) for Proposals and selection criteria that includes, but is not limited to, project approach, work plan, statements of qualifications for the specific task (Roadway Construction, Sidewalk, Bridge Repairs, Fiber Optic Cable Installation, etc.) based on the scope of the construction contract, the major work items, and the funding source (federal, state, or local).

CONTRACT

The successful firm(s) shall be required to execute the contract included with this RFQ, and provide audited indirect rates in accordance with federal cost principles.

After contract award to the most qualified firm(s), the County shall negotiate per federal guidelines. Negotiations shall, at a minimum, include labor classifications and hours. Determination of allowable costs shall be in accordance with the Federal Cost Principles.

The County intends to award a minimum of three (3) Continuing Services Contracts as a result of this RFQ. Each Continuing Services Contract will have a term of five (5) years and a maximum value of $1,500,000. No representation or guarantee is made by the County as to the minimum or maximum dollar value, volume of work, or type of work that any firm will receive during the term of the agreement.

CRITERIA FOR SELECTION OF FIRMS

The selection committee will independently review the submittals and decide by consensus, based upon capabilities, adequacy of personnel, past record, and experience of the firm and/or individuals, which firms will be shortlisted and interviewed for consideration of contract award. No fewer than three (3) shortlisted firms will be interviewed and/or allowed time for a brief presentation.

The following criteria will be used to rank the **shortlisted** firms.

Selection Criteria	**Point Value**
Professional Qualifications, Experience of the Firm	0-20
Professional Qualifications, Experience of Project Personnel	0-20
Project Approach	0-25

Quality Control / Quality Assurance	0-10
Recent, current & projected availability	0-5
Project Administration and Work Plan	0-15
Willingness, ability, past performance record to meet time & project requirements	0-5
Total Points	**0-100**

FORM OF SUBMITTAL

1. Submittal to be provided in the order below:

    a. Cover letter / statement of interest ***including e-mail address of person to be notified of award***, signed by an authorized corporate officer, principal, or partner. Include physical address of primary firm. (*1 page limit*)
    b. Professional qualifications of firm (*3 page limit*).
    c. Professional qualifications of specific individuals that will be assigned to St. Lucie County (*1 page per person*).
    d. Description of past experience in the related field (*4 page limit*).
    e. Certified minority business enterprise or MBE/DBE/SBE status as defined in Section 288.703 Florida Statute or Florida Veteran Business as defined in Section 295.187 Florida Statute *(provide copy of certificate).*
    f. Statement of recent, current, and projected workload relative to firm's ability to complete tasks in a timely manner *(1 page limit).*
    g. Statement of firm's Project Administration and Work Plan (2 page limit).
    h. Statement of firm's willingness to meet the time and budget requirements of tasks *(1 page limit).*
    i. Disclosure of any potential conflict of interest due to any other clients, contracts or property interests for this contract and work authorizations only. Include a notarized statement certifying that no member of your firm ownership, management, or staff has a vested interest in any aspect of St. Lucie County *(1 page limit).* **Note:** Consultants shall not employ County employees or former County employees to work on County projects without prior approval of County.
    j. Signed Addenda, if any.

2. Applicants that do not comply with all the above instructions or do not include all the requested data may not be considered.

ADDITIONAL INFORMATION

1. Cone of Silence. The County prohibits any discussion by a consultant or sub consultant with Selection Committee members or any other employee regarding this Contract outside the Purchasing Division including but not limited to the County Administrator and County

Commissioners about the project during the selection process from the time of advertisement until contract award except during public meetings. Violation of this policy shall result in disqualification of the vendor.

2. Contract. The successful Consultant shall be required to execute the Contract included with this RFQ and be able to provide the required insurance. Consultants not able to do this should not respond. Any request for a revision to the standard contract shall be submitted prior to the RFQ due date in order to be considered. The Consultant understands that this RFQ does not constitute an agreement or contract with the Consultant. County contracts are awarded only when a fully executed written agreement has been returned to the Consultant by the County.

3. All questions concerning this selection process or this document must be e-mailed to ciminod@stlucieco.org. Questions shall be received no later than 5:00 PM on Monday the week prior to the qualification due date.

4. No oral interpretation of this RFQ shall be considered binding. The County shall be bound only when such statements are written and executed under the authority of the Purchasing Manager. Any and all interpretations, responses to questions or supplemental instructions will be in the form of written addendum via the online bidding site. Failure of any Consultant to receive such addendum shall not relieve said Consultant from any obligation under the RFQ submitted. All addenda issued shall become part of the Contract Documents.

5. The County reserves the right to reject any and all submittals with or without cause, to waive technicalities, or to accept those submittals which best serve the interests of the County.

6. Proposals become a "public record" and shall be subject to disclosure consistent with Chapter 119, Florida Statutes, thirty (30) calendar days after the bid opening or upon bid award in accordance with Chapter 119, Florida Statutes. Marking a proposal "confidential" or "proprietary" does not exclude all or any part of the proposal from disclosure under public records requirements. To claim the proposal or a portion thereof as exempt or confidential and exempt from disclosure, you must state the basis of the exemption, including the statutory citation to an exemption created or afforded by Florida Statutes; state in writing and with particularity the reasons for the conclusion that the proposal is exempt or confidential and exempt; and if only a portion of the proposal is claimed to be exempt or confidential and exempt, provide a redacted version of the proposal showing those portions claimed to be exempt or confidential and exempt. Proposals submitted with claimed exemptions shall be reviewed and release of these records shall be at the County's discretion. Failure to notify the County of claimed exemptions constitutes a waiver and the submittal will be released as requested.

7. Submittals may be withdrawn prior to due date by written request dispatched by the Consultant and received by the Purchasing Division before the time for receiving Submittals has expired.

8. The County reserves the right to request clarification of information submitted and to request additional information of one or more Consultants after the deadline for receipt of Submittals.

9. Costs for preparation of a response to this request are solely those of the Consultant and the County assumes no responsibility for any such costs incurred by the Consultant. The County will not be liable for any costs incurred by the Consultant prior to execution of the contract by the parties.

10. Submittals shall be formatted to letter sized paper and with a minimum 12-point font.

11. Consultants are instructed NOT to fax or e-mail their submittal as they shall be rejected as nonresponsive.

12. Consultants must indicate on the outside of their envelope:
    - RFQ Number and Name
    - Due Date and Time
    - Name and address of Consultant

13. All Submittals must be signed by an authorized corporate officer, principal, or partner (as applicable) with a signature in full on the Cover Letter/Statement of Interest. When a firm is a Consultant, the RFQ shall be signed in the name of the firm by one or more of the partners. When a corporation is the Consultant, the officer signing shall set out the corporate name in full beneath which he shall sign his name, give title of his office and affix the corporate seal. Anyone signing the RFQ as agent must file with it legal evidence of the signature authority. Consultants who are nonresident corporations shall furnish to the County a certified copy of their permit to transact business in the State of Florida along with their RFQ.

14. Submittals that contain any limiting terms and conditions that do not explicitly agree to provide the scope in the contract documents may be disqualified.

15. Any Consultant who presents in its RFQ to the County, any information which is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration.

16. Protests shall be in accordance with the procedure outlined in the St. Lucie County Purchasing Manual.

17. All Submittals must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing the RFQ documents. All Submittal documents and/or necessary forms must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

18. The consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. Department of Transportation assisted contracts. Failure by the consultant to carry out these requirements is a material breach of the contract which may result in the termination of the contract or such other remedy as the recipient deems appropriate.

19. It is the policy of the United States, the State of Florida, or the County that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns (hereinafter "small business concerns") shall have the maximum practicable opportunity to participate in performing contracts, including contracts and subcontracts. It is further the policy that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns. The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the appropriate government agency as may be necessary to determine the extent of the Contractor's compliance with this clause.

20. The successful proposer(s) will be required to monitor the performance of his employees on a periodic basis while they are assigned to the County. The successful proposer(s) is required to comply with the Immigration Reform Act of 1986 (IRCA) which requires all individuals hired after November 6, 1986, to provide employers with proof of citizenship or authorization to work in the United States.

21. As required by FS 287.133; "A person or affiliate who has been placed on the convicted vendor list following a conviction for Public Entity crime may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid or contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount in Section 287.017, for category two for a period of thirty-six months from the date of being placed on the convicted vendor list".

22. It is the policy of St. Lucie County that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with funds derived from the U.S. Department of Transportation, including but not limited to the Federal Highway Administration (FHWA). St. Lucie County utilizes the Florida Department of Transportation (FDOT) Certified Business Directory (BizNet) database to identify all firms eligible to participate as DBE's. St. Lucie County is not a certifying member of the Unified Certification Program. DBEs responding to this RFQ shall provide DBE certification information as part of their response.

23. Selection Committee meetings are posted on the County's media board in accordance with the Florida Sunshine Law. Selection Committee meetings are open to the public except meetings at which a vendor makes an oral presentation or at which a vendor answers questions as part of this competitive solicitation in accordance with Section 286.0113, Fla. Stat.

24. Section 112.313, Fla. Stat., prohibits contracts with County employees, officers and advisory board members. All bidders must disclose the name of any St. Lucie County officer or employee who owns, directly or indirectly an interest in the bidder's firm or any of its branches. Advisory Board Members

may qualify for an exemption by submitting Commission on Ethics Form 3A with bid and filing such form with the Supervisor of Elections in accordance with Section 112.313(12)(b), Fla. Stat.

25. Prompt Payment. In accordance with Florida Statute Part VII Chapter 218 the payment due date for the purchase of goods or services other than construction services is 45 days after the date on which a proper invoice is received by the County; or if a proper invoice is not received by the local governmental entity, the date on which services are completed.

26. All awarded Consultants must agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to Florida Statute 20.055(5).

AGREEMENT BETWEEN COUNTY AND CONSULTANT FOR CONTINUING SERVICES

DRAFT CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 20__ by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and _____, hereinafter referred to as "Consultant".

WHEREAS, pursuant to Section 287.055, Florida Statutes, the County solicited proposals for non-exclusive Contracts to perform professional services for _____ Services with engineering firms for the performance of services; and,

WHEREAS, at the regularly scheduled meeting on _____, The Board of County Commissioners approved the short list of firms, permission to conduct oral presentation, permission to negotiation a continuing contract, and authorized the execution of an agreement for Continuing professional services between County and Consultant hereinafter referred to as "Contract"; and,

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

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

1. **SERVICES**

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

2. **TERM**

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

3. **TECHNICAL AND PROFESSIONAL SERVICES**

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

4. **PERIOD OF SERVICE; WORK AUTHORIZATIONS**

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. It is agreed that this Agreement shall be considered as a continuing contract and work will be initiated on an assignment by assignment basis. The County reserves the right to select the respective Consultant who the County believes is in its best interest to perform the specified work.

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

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

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

5. **TIME OF PERFORMANCE**

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the work authorization. If the work is not fully completed according to the terms of the Contract and within the time limits stipulated in the individual work authorization, it is hereby acknowledged that the County will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the County liquidated damages, a sum of which will be outlined in each individual work authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. **COMPENSATION**

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

7. **GENERAL CONDITIONS**

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

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

8. **TRUTH-IN-NEGOTIATION CERTIFICATE**

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

9. **DEFAULT/TERMINATION**

A. FOR CAUSE

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

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

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

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

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

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

B. WITHOUT CAUSE

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

10. **SUB-CONSULTANTS AND SUBCONTRACTORS**

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

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

The Consultant, its sub-consultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the sub-consultant for work to be performed for the County the Consultant must incorporate the terms of this contract.

11. **FEDERAL AND STATE TAX**

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

The County will sign an exemption certificate if submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's Tax Exemption Number in securing such materials. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

12. **INSURANCE**

The Consultant shall procure and maintain during the life of this Agreement insurance of the types and subject to the limits set forth below. The Consultant shall also provide the County with evidence of this insurance in the form of Certificates of Insurance which shall be subject to the County's approval for adequacy. The County shall be an Additional Insured on policies of Commercial General Liability with respect to all claims arising out of the work performed under this Agreement. The County shall be given thirty (30) days prior written notice of any material changes or cancellations of the policies. If sub-contractors are used by the Consultant, it shall be the responsibility of the Consultant to ensure that all its sub-contractors comply with all the insurance requirements contained herein relating to such sub-contractors.

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

A. **COMMERCIAL GENERAL LIABILITY**

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

B. **COMMERCIAL AUTO LIABILITY**

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

C. **WORKERS' COMPENSATION**

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Workers' Compensation insurance coverage to apply for all employees for Florida statutory limits. Coverage B, Employers Liability, shall be written for a minimum liability at $500,000.00 per occurrence.

D. **PROFESSIONAL LIABILITY**

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Professional Liability insurance on a claims made basis for a minimum of $1,000,000.00 coverage.

E. **OTHER INSURANCE PROVISIONS**

The General Liability policy shall contain or be endorsed to contain, the following provisions:

1. The County, its Officers, Officials, Employees, Agents, and Volunteers are to be covered as additional insureds for any and all liability arising out of the Consultant's performance of this Agreement. The coverage shall contain no special limitations on scope of protection offered to the County, its Officers, Officials, Employee, Agents and Volunteers.

2. The Consultant's insurance coverage shall be primary insurance as respects the County, its Officers, Officials, Employees, Agents and Volunteers for Consultant's activities. Any insurance or self-insurance maintained by the County, its Officers, Officials, Employees, Agents, or Volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

3. Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the County, its Officers, Officials, Employees, Agents, or Volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of insurer's liability.

13. **INDEMNIFICATION**

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Contract, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The County guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the County or any subcontractor, in connection with this Contract.

To the extent provided by law, County shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of County, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by County hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by County to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by

County to be sued by third parties in any manner arising out of this Contract. This indemnification shall survive the termination of this Contract.

> "To the extent provided by law, Contractor shall indemnify, defend, and hold harmless the County and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Contractor to indemnify County for the negligent acts or omissions of County, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Contract."

The County shall, or cause its contractor or consultant to carry and keep in force, during the term of this Contract, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Contract. The County shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Contract, all such policies shall be issued by companies licensed to do business in the State of Florida. The County shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this County. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

14. **ASSIGNMENT**

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

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

15. **PUBLIC RECORDS**

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service for a minimum of five (5) years.

(b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

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

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

16. **CONFLICT OF INTEREST**

Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

17. **EXCUSABLE DELAYS (FORCE MAJEURE)**

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control), all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and County shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period. If any period of force majeure continues for thirty (30) days or more, either party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other party.

18. **PLEDGE OF CREDIT, ARREARS**

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

19. **DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

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

20. **INDEPENDENT CONSULTANT RELATIONSHIP**

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

21. **VERIFICATION OF EMPLOYMENT STATUS**

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

22. **PROHIBITION AGAINST CONTINGENT FEES**

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

23. **AUDIT**

The Consultant agrees that the County or any of its duly authorized representatives shall, until the expiration of five years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the County the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or five years after completion of the project and issuance of the final certificate, whichever is sooner.

24. **NON DISCRIMINATION**

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

25. **ENFORCEMENT COSTS**

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

26. **AUTHORITY TO PRACTICE**

The County represents that it is a political subdivision of the State of Florida with the authority to engage the professional service described in Attachment "A" and to accept the obligation for payment for the services.

The County and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and, neither the County nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other. Nothing herein shall be

construed as creating any personal liability on the party of any officer or agent of any public body which may be a party hereto.

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

27. **SEVERABILITY**

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

28. **COMPLETE AGREEMENT**

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

29. **AMENDMENT**

This Agreement may be amended only with the written approval and agreement of the parties.

30. **MODIFICATIONS OF WORK**

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

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

2. Notify the County of any estimated change in the completion date, and

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

If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written Amendment is signed by the authorized representative for the County.

31. **NOTICE**

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

As To County:	**With a Copy To:**
St. Lucie County Administrator	St. Lucie County Attorney
Administration Annex	Administration Annex
2300 Virginia Avenue	2300 Virginia Avenue
Fort Pierce, Pierce, FL 34982	Fort Pierce, Pierce, FL 34982

As To the Consultant:

XX

XX

XX

Phone: (xxx) xxx-xxxx

Facsimile: (xxx) xxx-xxxx

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

32. **CAPTIONS AND PARAGRAPH HEADINGS**

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.

33. **WAIVER**

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

34. **COMPLIANCE WITH LAWS**

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

35. **INTERPRETATION; VENUE**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

36. **DISPUTE RESOLUTION**

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

37. **MEDIATION**

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

38. ANTITRUST ASSIGNMENT

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

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

BOARD OF COUNTY COMMISSIONERS

ATTEST: **ST. LUCIE COUNTY, FLORIDA**

_____ **BY:** _____

DEPUTY CLERK **CHAIR**

APPROVED AS TO FORM AND CORRECTNESS:

_____

COUNTY ATTORNEY

WITNESSES: **CONSULTANT**

(1)_____ **BY:** _____

(2)_____ **PRINT NAME:** _____

ATTACHMENTS

All FDOT forms are available at the following link:

https://fms.fdot.gov/Form?sort=office#

- Scope of Services
- Qualifications
- FDOT form 275-030-11 DBE Bid Package Information
- FDOT form 275-030-11B Disadvantaged Business Enterprise ("DBE") Affirmative Action Plan
- FDOT form 375-040-84 LAP Terms for Federal Aid Contracts
- FDOT form 375-030-32 Certification Regarding Debarment
- FDOT form 375-030-30 Truth in Negotiation
- FDOT form 375-030-50 Conflict of Interest
- FDOT form 375-030-33 Certification for Disclosure of Lobbying
- FDOT form 375-030-34 Disclosure of Lobbying

SCOPE OF SERVICES

A. PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for construction projects within St. Lucie County.

B. SCOPE:

Provide services as defined in this Scope of Services, the referenced Florida Department of Transportation (FDOT) manuals, and procedures. Projects may or may not have federal funding.

The projects for which the services include but are not limited to:

Culvert Replacements

Bridge Repair or Replacement

Sidewalk Construction

Roadway Construction

Fiber Optic Conduit/Cable Installation

Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the FDOT Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the County's Project Manager respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with FDOT manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by St. Lucie County. Such FDOT manuals, procedures, and memorandums are found at the FDOT State Construction Office's website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the County and the Contractor either directly or indirectly.

Other projects developing within the geographical area of St. Lucie County may be added at the County's discretion. The Consultant must perform to the satisfaction of the County's representatives for consideration of additional CEI services.

C. ITEMS TO BE FURNISHED BY THE COUNTY TO THE CONSULTANT:

The County, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.

Construction Plans,

Specification Package,

Copy of the Executed Construction Contract, and

Utility Agency's Approved Material List (if applicable).

D. ITEMS FURNISHED BY THE CONSULTANT:

1. FDOT Documents:

All applicable FDOT documents referenced herein shall be a condition of this Agreement. All FDOT documents, directives, procedures, and standard forms are available through the FDOT's Internet website.

2. Office Automation:

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

All computer coding shall be input by Consultant personnel using equipment furnished by them.

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

3. Field Office:

When required, provide a field office with sufficient room and furnishings to effectively carry out the responsibilities under this Scope of Services. Field office shall be approved by the County.

Field Office expenses will be negotiated on a per project and/or as needed basis.

Provide a private office (minimum of 150 square feet) for the Construction Project Manager with office furniture, telephone and broadband internet access.

4. Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

5. Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and nonexpendable items.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

6. Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the County and Department, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

E. LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the Agreement, keep the County's Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the Project Manager for review and approval.

F. PERFORMANCE OF THE CONSULTANT:

In accordance with the St. Lucie County Purchase Policy Procedures Manual Final 102019, Section 15 Vendor Performance Evaluations and Debarment, the County will conduct performance evaluations within 30 days of close out of the project or task order. Additionally, during the term of this Agreement and all Supplemental Amendments thereof, the County will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. County recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

a. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.

b. Immediately replace personnel whose performance has been determined by the Consultant and/or the County to be inadequate.
c. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
d. Increase the scope and frequency of training of the Consultant personnel.

G. REQUIREMENTS OF THE CONSULTANT:

1. General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the County and direct the Contractor to correct such observed discrepancies.

Pursuant to Section 337.11(9)(a), Florida Statutes, the Consultant is hereby designated by the Secretary of the Department to negotiate Supplemental Agreements within the thresholds established in the CPAM. Coordinate with the Project Manager relating to all Supplemental Agreement requests. Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval. For any Supplemental Agreement which exceeds the thresholds, prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. Consult with the Project Manager as necessary and direct all issues, which exceed delegated authority to the Project Manager for County action or direction.

The Consultant shall advise the Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

2. Survey Control:

Check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

Any questions or requests for "Waiver of Survey" should be directed to the County.

3. On-site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. The County will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.

Perform underwater bridge construction inspections of bridges with permanently submerged structural members in compliance with CPAM Section 10.6, Underwater Bridge Construction Inspection.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone traffic Control Plan, in accordance with FDOT procedures. Consultant employee performing such services shall be qualified in accordance with the FDOT procedure.

4. Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the FDOT Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

The County may assist the CEI in performing inspections and sampling of materials and components at locations remote from the project site and the CEI will be required to perform testing of materials normally done in a laboratory remote from the project site.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT and/or County label, DOT and/or County stamp, etc.

The County will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

Sampling, testing and laboratory methods shall be as required by the FDOT Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

Transport samples to be tested in a FDOT laboratory to the appropriate laboratory or appropriate local FDOT facility.

5. Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor, involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

Attend a pre-service meeting for the Agreement in accordance with FDOT's CPAM. Provide appropriate staff to attend and participate in the pre- service meeting.

The Consultant shall record a complete and concise record of the proceedings of the pre-service meeting and distribute copies of this summary to the participants and other interested parties within seven (7) days. The Consultant shall submit Action Request packages for Personnel Approval for immediate staff needs and a copy/electronic file of the final negotiated staffing to the Project Manager, either at this meeting or within seven (7) days.

Schedule and attend a Final Estimate informational meeting with the County. Provide appropriate staff to attend and participate in this meeting.

Provide personnel proficient in the use of computers and scanner operation to input construction documents into an electronic file management system. Duties will include scanning, attributing and retrieving documents that are to be archived electronically.

Schedule and conduct a meeting with the County and Permitting Agencies prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.

Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the FDOT guidelines.

Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.

Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.

Review Claims submitted by a Contractor and determine entitlement. Prepare position papers and submit to the Project Manager for approval.

Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, County's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including Government owned facilities.

Identify, review, and track progress of Joint Project Agreements, and/or other agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

Produce reports, verify quantity calculations and field measure for payment purposes in accordance with F.S. 218.70 and as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.

Prepare and make presentations for meetings and hearings for Board of County Commissioners in connection with the project covered by this Agreement.

Provide the functions of the Resident Compliance Specialist. The Consultant shall perform the field interviews, provide work space and supplies for project compliance files.

The County will provide Public Information Services.

Prepare and submit to the Project Manager monthly, a Construction Status report in a format to be approved by the County.

Each Consultant Inspector shall have a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/ potential public controversy.

These photographs will be filed and maintained on the Consultant's computer. Copies of photographs will be electronically transferred to the County's Project Manager at an interval determined by the County's Project Manager.

6. Geotechnical Engineering:

The prime Consultant may engage the services of a geotechnical subconsultant to perform some of the services indicated in this section. However, the prime Consultant will be responsible to the County for the satisfactory performance and timeliness of these services.

The prime Consultant will be required to interact with the County and any geotechnical subconsultant assigned to the project by the County.

Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct locations and elevations, identify discrepancies, and direct the Contractor to correct such observed discrepancies. Attend the Preconstruction Conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance to FDOT Specification Section 455. Inspect and verify that the Contractor has performed the foundation work in accordance with applicable FDOT Specification Section 455 and other contract documents. Provide qualified Geotechnical Engineers and CTQP qualified inspectors in Drilled Shaft/Pile Driving/Auger Cast Pile inspection, relevant to the foundation type(s) required in the plans. Schedule meetings and facilitate communications between the Contractor and any Specialty Contractors, and the County. Observe and verify that all work is performed in accordance with the contract documents. Assure that any specialty work is completed as necessary to accomplish its intent.

The following geotechnical engineering services shall be performed:

a. Drilled Shafts:

Process and review the Drilled Shaft Installation Plan in accordance with CPAM.

Schedule a pre-drilled shaft installation meeting to review and discuss the drilled shaft installation procedures. Make sure that the Contractor's field superintendent, CEI's drilled shaft inspector(s), and the County are invited. Prepare and distribute meeting minutes to the attendees.

Inspect installation of test holes (methods shafts), load test shafts, and production shafts and ensure they are constructed in accordance with the plans, specifications, and special provisions for the Construction Contract. Report to the County any problems observed during the installation of the test holes, deviations from the Drilled Shaft Installation Plan or contract documents, and construction quality issues associated with the Contractor's methods.

If there are pilot holes in the project, advise the County on the pilot hole schedule. Verify the pilot hole locations. Inspect the performance of the pilot holes and complete the proper FDOT inspection form, describing accurately the soils/rocks encountered and corresponding depths, the results of field testing performed (Standard Penetration Test blow counts, Cone Penetration Tests, or other, if applicable) and the results of the rock coring performed (coring time, recovery and RQD).

Analyze the load test data, pilot holes and any other available soils/rock data as required to establish final drilled shaft tip elevations and minimum rock socket lengths. Submit report(s) recommending production shaft tip elevations, minimum rock socket lengths and any other recommendations that may be required in the project (such as rock socket material definition and impact of permanent or temporary casing on the required minimum socket lengths) to the County for approval.

Inspect the bottom of the shafts for cleanliness using manual soundings or shaft inspection device as required in the contract documents.

Complete all necessary drilled shaft inspection forms and keep a log of all inspections made of the shafts. Observe the performance of any load tests and verify that the details are implemented as planned.

Provide completed drilled shaft inspection forms for all production and test shaft installations to the County upon completion of the drilled shaft installation.

When conditions occur which are different from those indicated on the plans, immediately report them to the Geotechnical Engineer of Record and the County. Recommend adjustments to the authorized depths as necessary to obtain the shaft capacity to the County for approval.

Review the drilled shaft logs and the concrete placement logs to identify possible shaft integrity problems and potential causes. Communicate identified issues to the County.

Provide a Specialty Engineer to perform non-destructive integrity testing of drilled shafts as required to estimate shaft uniformity and to detect possible shaft defects. Report results to the County.

Evaluate problems encountered during construction, and coordinate with the County and the Contractor to resolve such problems, including possible withdrawing Drilled Shaft Installation Plan approval.

b. Spread Footings:

Observe construction of spread footing foundations and verify that they are founded at the required elevation and on the proper soil/rock material.

Verify the Construction Plan requirements and the applicable specifications are followed throughout the spread footing construction.

Evaluate problems encountered during construction and coordinate with the County and the Contractor to resolve such problems.

I. QUALITY ASSURANCE (QA) PROGRAM:

1. Quality Reviews:

The Consultant shall conduct semi-annual reviews to make certain his own organization follows the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the County Project Manager in written form no later than one (1) month after the review.

2. QA Plan:

Within thirty (30) days after receiving award of an Agreement, the Consultant shall furnish a QA Plan to the County Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the County approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Reviews:

The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Records:

The Consultant will outline the types of records, which will be generated and maintained during the execution of his QA program.

D. Control of Sub-consultants and Vendors:

The Consultant will detail the methods used to control sub-consultants and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and FDOT procedures.

3. Quality Records:

The Consultant shall maintain adequate records of the quality assurance actions performed by his organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the County, upon request, during the Agreement term. All records shall be kept within the Consultant Project Manager's primary office and shall be subject to audit review.

J. CERTIFICATION OF FINAL ESTIMATES:

1. Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and FDOT Procedures as required by Section 4.1.4 of Review and Administration Manual.

Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting the Contractor's work in accordance with the Review and Administration Manual.

Revisions to the Certified Final Estimate will be made at no additional cost to the County.

2. Certification:

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

3. Offer of Final Payment:

Prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual. The package shall accompany the Certified Final Estimates Package submitted to the County for review. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

K. AGREEMENT MANAGEMENT:

1. General:

With each monthly invoice submittal, the Consultant will provide a Status Report for each Task Work Order. This report will provide the accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The Consultant will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.

When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Project Manager for approval and further processing. The AR is to be submitted at such time to allow the County up to 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the County.

The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the County.

2. Invoicing Instructions:

Monthly invoices shall be submitted to the County in a format and distribution schedule defined by the County, no later than the 20th day of the following month except for end of FY (September 30th).

If the monthly invoice cannot be submitted on time, notify the County prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted to the County in electronic format emailed to the Project Manager in accordance with the County's procedures.

All charges to the individual project will end no later than thirty (30) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the County.

A Final Invoice will be submitted to the County no later than the 60th day following Final Acceptance of the individual project or as requested by the County.

3. Subconsultant Services:

Upon written approval by the County Engineer or designee, and prior to performance of work, the Consultant may subcontract for materials testing or specialized professional services.

4. Other Services:

Upon written authorization by the County Engineer or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the County to supplement the Consultant services under this Agreement.

Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.

Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.

Provide on and off-site inspection services in addition to those provided for in this Agreement.

Provide services determined necessary for the successful completion and closure of the Construction Contract.

L. POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

M. CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

N. THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof,

a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

O. COUNTY AUTHORITY

The County shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant.

QUALIFICATIONS

PERSONNEL:

1. General Requirements:

The Consultant shall meet FDOT prequalification requirements for Construction Engineering and Inspection Services. The Consultant shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.

Unless otherwise agreed to by the County, the County will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.

2. Personnel Qualifications:

The Consultant shall utilize only competent personnel, qualified by experience, and education. Submit in writing to the Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the County. Staff that has been removed shall be replaced by the Consultant within one week of County notification.

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the County and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the FDOT procedures, Specifications and Design Standards will be obtained. The County Engineer or designee will have the final approval authority on such exceptions.

Complex Category Two (CC2) Bridge Structures: Bridge structures that are complex and require advanced designs and construction engineering and inspection. The following structures are classified as CC2 bridge structures:

- Concrete Post-Tensioned Segmental Box Girder (CPTS)
- Concrete Post-Tensioned Continuous Beam (CPTCB)
- Movable Bridges (MB)
- Post-tensioned Substructures (PTS)
- Concrete Box Culvert

CEI SENIOR PROJECT ENGINEER - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with Department standards. Also must have the following:

QUALIFICATIONS:

Attend the CTQP Quality Control Manager course and pass the examination.

CERTIFICATIONS:

FDOT Advanced MOT

OTHER:

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, a Civil Engineering degree and registered in the State of Florida as a professional engineer (or if registered in another state, have the ability to obtain registration in Florida within six (6) months) plus five (5) years general bridge construction experience, two (2) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope or for non-degreed and/or non-registered personnel eight (8) years of general bridge construction experience, (4) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of one (1) year of experience as the Project Administrator in primary control of the type of CC2 construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required for registered project administrators and two (2) years of PTS bridge experience for non-registered project administrators. Posttensioning experience is not required for precast prestressed concrete flat slab superstructures but successful completion of an FDOT accredited grouting and post-tensioning course is required. To be in primary control, a Project Administrator must have supervised two or more inspectors as well as two or more support staff (Office Manager, Compliance Officer, and Secretary) and must have been directly responsible for all CEI services assigned.

CPTS years of experience must have included a minimum of twelve (12) months experience in each of the following areas: (1) casting yard operations and related surveying; (2) segment erection and related surveying, post- tensioning (PT) of tendons and grouting of prestressing steel.

CPTCB years of experience must include monitoring of the following: girder erection, safe use of girder erection cranes, stabilization of girders after erection, false work for temporary girder support, and PT and grouting operations. PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges. MB years of experience must have been in MB mechanical and/or electrical construction.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

QUALIFICATIONS:

CTQP Final Estimates Level II

CERTIFICATIONS:

FDOT Advanced MOT

OTHER:

Attend CTQP Quality Control Manager Course and pass the examination.

Attend a FDOT accredited post-tensioning training course and pass the examination (for post-tensioned CC2 projects)

Attend a FDOT accredited grouting training course and pass the examination (for post-tensioned CC2 projects)

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

CEI CONTRACT SUPPORT SPECIALIST - High School Graduate or equivalent and be knowledgeable of Department's Standards, policies, procedures, and agreements and shall have a minimum of four (4) years of experience performing utility coordination in accordance with Department's Standards, policies, procedures and agreements.

QUALIFICATIONS:

CTQP Final Estimates Level II

CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

For CC2 bridge structures, be a high school graduate or equivalent and have five (5) years of general bridge construction experience of which two (2) years must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required. Additionally, a minimum of twelve (12) months of experience as the Senior Inspector in primary control of the type CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

CPTS years of experience must have included a minimum of twelve (12) months of inspection experience in one or both of the following depending on which area the inspector is being approved for: (1) casting yard inspection; (2) erection inspection. In addition, two (2) years of geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard.

CPTCB years of experience must include monitoring and inspection of the following: girder erection, safe use of girder erection cranes, and girder stabilization after erection, false work for temporary girder support, and PT and grouting operations.

PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges. MB years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

Must have the following as required by the scope of work for the project:

QUALIFICATIONS:

CTQP Concrete Field Technician Level I

CTQP Concrete Field Inspector Level II (Bridges)

CTQP Asphalt Roadway Level I

CTQP Asphalt Roadway Level II

CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

CTQP Grouting Technician Level I

CTQP Post-Tensioning Technician Level I

IMSA Traffic Signal Inspector Level I

CTQP Final Estimates Level I

CERTIFICATIONS:

FDOT Intermediate MOT Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

CEI INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years' experience in construction inspection, one (1) year of which shall have been in bridge and/or

roadway construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications and certifications within one year, plus demonstrated knowledge in the following:

Must have the following as required by the scope of work of the project:

QUALIFICATIONS:

CTQP Concrete Field Inspector Level I

CTQP Asphalt Roadway Level I

CTQP Earthwork Construction Inspection Level I

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

IMSA Traffic Signal Inspector Level I

CTQP Final Estimates Level I

CERTIFICATIONS:

FDOT Intermediate MOT Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress.

CEI LANDSCAPE INSPECTOR- High School Graduate or equivalent plus five (5) years of commercial or roadway landscape construction experience or F.D.L.C. Certification plus two (2) years of commercial or roadway landscape construction experience or a degree in a related field plus three (3) years of commercial or roadway landscape construction experience. The individual must be skilled at plant identification, classification, and grades and standards for nursery plants as established by the manual "Grades and Standards for Nursery Plants" by the Florida Department of Agriculture and Consumer Services. The individual must be knowledgeable of current industry standards for landscape installation, including plans reading and irrigation system construction. The individual must have the ability to read and interpret contract documents. The individual will receive general supervision from the Senior Inspector who reviews work while in progress.

CEI SENIOR ITS INSPECTOR - High school graduate or equivalent plus four

(4) years of experience in construction inspection, two (2) years of which shall have been in ITS construction inspection, plus the following:

QUALIFICATIONS:

Fiber Installation Inspection and OTDR Fiber Testing DMS Operation and Testing

Controller Operation and Testing

CCTV Installation, Operation and Testing

Familiarity with Existing Communication Equipment and Switches Certifications:

IMSA Level II or a Civil Engineering degree and one (1) year of ITS CEI experience.

Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

CEI ITS INSPECTOR - High school graduate or equivalent plus two (2) years' experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, plus the following:

QUALIFICATIONS:

Fiber Installation Inspection and OTDR Fiber Testing DMS Operation and Testing

Controller Operation and Testing

CCTV Installation, Operation and Testing

Familiarity with Existing Communication Equipment and Switches Certifications:

None

or a Civil Engineering degree.

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

CEI SECRETARY/CLERK TYPIST - High school graduate or equivalent with two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard work processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Works under general supervision of the Project Engineer and their staff.

3. Staffing:

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the

duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the Department has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

DBE BID PACKAGE INFORMATION

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs.**

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: https://www.fdot.gov/equalopportunity/eoc.shtm.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "___" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **ecoforms@dot.state.fl.us.**

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

_____ **hereafter referred to as "the Company" or "this Company" has adopted this policy and plan.**

Date: _____ **By:** _____ **Signature**

Corporate FEID No.: _____ _____ **Printed name & title**

DISADVANTAGED BUSINESS ENTERPRISE ('DBE') AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

It is the policy of this Company that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation (FDOT).

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between FDOT and the Company. Subcontractors and/or suppliers to the Company will also be bound by the requirements of Rule Chapter 14-78 F.A.C. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with FDOT. The Company and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with FDOT. The Company has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout the Company and to disadvantaged controlled businesses. This statement is posted on notice boards of the Company.

I. DESIGNATION OF LIAISON OFFICER

The Company will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with FDOT. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C. The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

(1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all FDOT contracts;
(2) The Liaison Officer will submit all records, reports, and documents required by FDOT, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of FDOT.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of FDOT.

DBE LIAISON OFFICER:

NAME:

TITLE:

EMAIL:

ADDRESS:

II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, the Company has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform FDOT work;
3. Lack of interest in performing on FDOT contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of FDOT plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of the Company to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with FDOT will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of work to be performed by DBEs in order to increase the likelihood of meeting the state's goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
4. Provide adequate information about the plans, specifications, and requirements of the contract, notrejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by FDOT to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.
8. Utilize FDOT's DBE Supportive Services providers for assistance in identifying and notifying DBE's of contracting opportunities.

The Company understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

III. IMPLEMENTATION

The Company will make every effort to

1. Meet state goals by utilizing its affirmative action methods.
2. Express good faith by seeking to utilize DBE subcontractors where work is to be subcontracted.
3. Ensuring that contracted DBE's perform a commercially useful function as evidenced by their execution of a distinct element of work with its own workforce and the carrying out responsibilities by actually performing, managing and supervising the work involved.

IV. REPORTING

The Company shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan. The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all FDOT projects;
4. The Company shall comply with FDOT's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

V. DBE DIRECTORY

The Company will utilize the DBE Directory published by the FDOT.

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS For PROFESSIONAL SERVICES CONTRACTS

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.

C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

   1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
   2. cancellation, termination or suspension of the contract, in whole or in part.

J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

1. The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

_____
Name of Consultant

By:_____ _____
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION

Information entered on this page will carry over to subsequent pages.

When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

VERSIONS

TECHNICAL REVIEW COMMITTEE / DOT TECHNICAL ADVISORS

SELECTION COMMITTEE

PUBLIC OFFICERS / EMPLOYEES

TECHNICAL REVIEW / AWARDS COMMITTEE FOR LOW BID PROJECTS

CONSULTANT / CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER

CONSULTANT / CONTRACTOR / TECHNICAL ADVISORS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

375-030-50
PROCUREMENT
OGC – 1/20

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50
PROCUREMENT
OGC – 1/20

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

Additional Page

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By:_____ Date: _____Authorized Signature

Title:_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	**3. Report Type:** a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, *if known*: _____
6. Federal Department/Agency: _____ _____	**7. Federal Program Name/Description:** _____ _____ CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*: _____	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*): _____ _____ _____	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*): _____ _____ _____
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RFQ No. 21-021
Professional Engineering Services – Construction Engineering & Inspection Services

January 7, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Questions/Answers:

Q1: How many hard copies are required of our submission? Are any electronic copies required?
A1: One unbound, hard copy original, one electronic copy on flash drive and six bound hard copies.

Q2: Are wet signatures required?
A2: Electronic signatures will be accepted.

Q3: On page 4 of 44 of the RFQ, it does not state to include the forms at the end of the RFQ. Are the FDOT forms required with the submittal?
A3: The FDOT forms are required with the submittal.

Q4: On page 4 of 44 of the RFQ, it states:
e. Certified minority business enterprise or MBE/DBE/SBE status as defined in Section 288.703 Florida Statute or Florida Veteran Business as defined in Section 295.187 Florida Statute (provide a copy of certificate).
Should we include the status/certificates of our sub-consultants as well?
A4: The status/certificates of sub-consultants should be included in the submittal.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 2

RFQ No. 21-021
Professional Engineering Services – Construction Engineering & Inspection Services

January 13, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Questions/Answers:

Q1: In order to protect the individual employees of both the County and the entity awarded the contract, would the County consider adding the following language (5 point sizes larger than rest of text to comply with Florida Statutes section 558.0035)? *"PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF EITHER PARTY MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT."*

A1: Our County Attorney's office has said the County will not agree to that statement. The County will agree to the following statement:

The Consultant covenants and agrees at all times to indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement. The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.08 (Chapter 725).

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 3

RFQ No. 21-021
Professional Engineering Services – Construction Engineering & Inspection Services

January 15, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Questions/Answers:

Q1: Are the DBE Bid Package Information (275-030-11) and Disadvantaged Business Enterprise Affirmative Action Plan (275-030-11B) forms required for this submittal since they appear to be intended for construction contractors? Our subconsultant information is usually reported only on the Equal Opportunity Compliance (EOC) website. Also requesting the Local Agency Proposal ID number that is linked to this project in the EOC website so we may enter our subconsultant information.
A1: FDOT form 275-030-11 and 275-030-11B are required for the submittal and are provided For Information Only. This Continuing Services Contract is intended to be used on County projects and potential LAP/Federal Aid projects. At this time, there is no Local Agency Proposal ID number.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 4

RFQ No. 21-021
Professional Engineering Services – Construction Engineering & Inspection Services

January 20, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Questions/Answers:

Q1: Regarding the above RFQ, Page 4 of 44, Item 1.c. notes (1 page per person) for professional qualifications of specific individuals that will be assigned to St. Lucie County. Is it acceptable to include an introduction to this section and/or an organization/staffing chart and if so, what would be the page limitation?

A1: Yes, page limitation for introduction/organization staffing chart would be two pages.

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 5

RFQ No. 21-021
Professional Engineering Services – Construction Engineering & Inspection Services

January 22, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Questions/Answers:

Q1: Clarification on Addendum No. 03.
It states that the forms **are** required and **are** provided for Information Only. Does this mean they are For Information Only since they will be included on assignments with LAP funding and will be part of the Contractor's contract or we are supposed to fill them out?

The same question goes for Form 375-030-50 Conflict of Interest as this is typically done by representatives of FDOT on specific assignments. This RFQ doesn't have a Financial Project Number. Also, it's confusing if we would need to have all potential staff members involved with this contract sign the bottom of the form or just our company representative *or is this form For Information Only should the need arise on a specific assignment under the contract.*
A1: The County has coordinated this RFQ with FDOT for the purposes of meeting Federal Contract Requirements should the need arise. It is unknown if or when a Work Authorization will involve Federal Contract Requirements. All forms should be completed to provide as much information as possible and returned with the RFQ submittal. Complete the forms for the staff members included in the RFQ. Completed DBE forms provided as part of the RFQ submittal are For Informational Purposes only as per FDOT requirements DBE participation is not required for contract award.

Q2: Regarding completing the Bid Opportunity List in FDOT's EOC system, a project number or Financial Identification Number is needed. Can you provide a number, or is it acceptable to use FDOT's old form number 275-030-10 and include it with our submission?
A2: **This is not an FDOT contract and the County does not have a project number or Financial Identification Number at this time. It is unknown if or when a Work Authorization will involve Federal Contract Requirements. All forms should be completed to provide as much information as possible and returned with the RFQ submittal.**

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

ACORD

CULP&TE-01 ROBERTSD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/5/2021

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 License # 0E67768 Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Francesca Cantrill PHONE (A/C, No, Ext): (561) 296-6143 FAX (A/C, No): (321) 214-6412 E-MAIL ADDRESS: Francesca.Cantrill@ioausa.com
INSURED Culpepper & Terpening Inc. 2980 S. 25th Street Ft. Pierce, FL 34981	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Phoenix Insurance Company — 25623 INSURER B : Travelers Indemnity Company of America — 25666 INSURER C : Travelers Indemnity Company — 25658 INSURER D : Bridgefield Employers Insurance Company — 10701 INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			6609D794955	1/16/2021	1/16/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EMPLOYEE BENEFI	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			BA3R708732	1/16/2021	1/16/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP4194T132	1/16/2021	1/16/2022	EACH OCCURRENCE AGGREGATE Aggregate	$ 5,000,000 $ $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		83037409	1/16/2021	1/16/2022	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

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

CERTIFICATE HOLDER

St Lucie County Board of Commissioners
Purchasing Division
2300 Virginia Ave
Ft Pierce, FL 34982

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Client#: 1051523 CULPETER

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/17/2021

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

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

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525 E-MAIL ADDRESS:
INSURED Culpepper & Terpening Inc. 2980 South 25th Street Fort Pierce, FL 34981	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Liberty Insurance Underwriters, Inc. — 19917 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $ $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
A	Professional Liability			AEX20026601111	02/15/2021	02/15/2022	$1,000,000 per claim $2,000,000 annl aggr.

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

Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER

St. Lucie County Board of Commissioners
2300 Virgina Ave.
Fort Pierce, FL 34982-5652

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

Bi M Carl

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PYBZP

EXHIBIT “B”

AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Culpepper & Terpening, Inc.

Authorized Representative's Name and Title: James P. Terpening, PE - COO

Address: 2980 S. 25th Street

City: Fort Pierce State: Florida Zip Code: 34981

Phone Number: 772-464-3537 Email Address: bterpening@ct-eng.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: _____ bterpening@ct-eng.com 10-22-25

Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF St. Lucie

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this 22nd day of October, 20 25 by J.P. Terpening, Jr., who is

☒ personally known or
☐ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: Roberto Cabrera My Commission Expires: 11-19-27

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: PIGGYBACK ST LUCIE COUNTY CONSTRUCTION ENGINEERING AND INSPECTION CONTRACT FOR CITY PROJECT

CAO RLS#: 25-271

DATE: SEPTEMBER 4, 2025

I have reviewed the above Request for Legal Services (RLS) related to the contract between the City of Fort Pierce and Culpepper & Terpening, Inc. which piggybacks on St. Lucie County's contract for Construction Engineering & Inspection Professional Services. Please note the following comments:

1. I drafted a clean version of the Piggyback Contract which the Department can use as a template for future agenda items.
2. The Department should confirm the point of contact responsible for receiving notices and invoices on behalf of the city and insert that individual's email address in the contract (See the Note in the contract).
3. Based on the comments above, **the Piggyback Contract is approved as to form and correctness**.
4. Reminder: The Department should place the Piggyback Contract on the Commission consent Agenda for review and approval *prior* to execution by the City. The Vendor, however, should sign the Agreement prior to being placed on the Agenda.

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

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

Meeting Date: 11/17/2025

Re: Specific Auth No 2 for Architectural Services & MEP Design for Sunrise Event Center with ADC

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

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SUBJECT:

Approval of Specific Authorization No. 2 with Architects Design Collaborative, LLC. for Architectural Services and MEP Design for the 4th Floor of the Sunrise Center in an amount not to exceed $96,500.00.

SUMMARY:

At the September 2025 FPRA Board meeting, Architects Design Collaborative, LLC presented the schematic design for the proposed interior build-out of the Sunrise Event Center, located on the fourth floor of the Sunrise Center at 300 Orange Avenue, Fort Pierce. Following that presentation, and in keeping with the Board's discussion to advance the project, staff is seeking authorization for the consultant to proceed with preparation of Design Development and Construction Documents for the approximately 7,800-square-foot space.

Scope of Services:

- **Design Development:** The consultant will prepare design development documents based on the approved schematic design, establishing the architectural design, systems layout, and preliminary project specifications.
- **Construction Documents:** The consultant will prepare detailed construction documents and specifications suitable for bidding and permit submission.
- **Systems Coordination:** The consultant will coordinate the integration of architectural, mechanical, electrical, and plumbing (MEP) disciplines to ensure a cohesive and functional design.

The work is expected to be completed within twelve (12) weeks from the date of authorization to proceed.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Deny the Authorization.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage, Community & Economic Development Director
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2026
Account:	1049400-531900
Amount:	96,500.00

FISCAL IMPACT:

At the September 9, 2025, FPRA Board meeting, the Board directed staff to proceed with the development of Architectural Design and MEP (Mechanical, Electrical, and Plumbing) documents for the Sunrise Event Center.

Attachments

RLS Memo
Specific Auth No. 2 -ADC
Architectural Services Agreement with ADC
Sunrise Event Center - Drawings
Sunrise Event Center - Renderings
Sunrise Event Center - Probable Cost

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	11/04/2025 04:00 PM
City Manager	Richard Chess	11/05/2025 10:38 AM
Form Started By: Miriam Garcia		Started On: 10/30/2025 12:00 PM
Final Approval Date: 11/05/2025		

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Miriam Garcia, Redevelopment Specialist

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney SH

RE: Specific Authorization & Architectural Services Agreement for Sunrise Event Center with ADC

CAO RLS FILE: 25-338

DATE: October 22, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Specific Authorization for the Sunrise Event Center with Architects Design Collaborative. I believe this will be Specific Authorization (SA) No. 2, but please check your records. SA No. 2 has been edited, with a redlined and clean copy uploaded into Agenda Quick. The clean copy of SA No. 2 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.

SPECIFIC AUTHORIZATION NO. 2

SUNRISE EVENT CENTER

ARCHITECTURAL SERVICES

SCOPE OF SERVICES

Pursuant to the Continuing Contract for Professional Services related to "RFQ No. 2024-005 – Miscellaneous Professional Continuing Services" (hereinafter referred to as "AGREEMENT") between the City of Fort Pierce, Florida a political subdivision of the State of Florida (hereinafter referred to as the "CITY") and Architects Design Collaborative, LLC (hereinafter referred to as "CONSULTANT") dated the 16TH day of September 2024, as well as the First Amendment to the Amended Continuing Contract for Professional Services dated the 2nd day of September 2025, the CITY and the Fort Pierce Redevelopment Agency, a community redevelopment agency established pursuant to Florida Statutes Chapter 163, (hereinafter referred to as "FPRA") authorize the CONSULTANT to provide professional architectural services as detailed in this Specific Authorization (hereinafter referred to as "AUTHORIZATION").

The FPRA seeks the CONSULTANT to prepare Design Development and Construction Documents for the interior build-out of the Sunrise Event Center located on the fourth (4th) floor of the Sunrise Center, 300 Orange Avenue, Fort Pierce, FL 34950 (approximately 7,800 square feet).

Section 1 - Scope of Work

CONSULTANT will provide the following services in accordance with this AUTHORIZATION and as described in Exhibit "A" (Proposal dated September 25, 2025), which is attached hereto and incorporated by reference herein:

1. CONSULTANT will prepare Design Development documents based on the approved schematic design, establishing architectural design, systems layout, and project specifications.

2. CONSULTANT will prepare Construction Documents and Specifications for bidding and permit submission.

3. CONSULTANT will coordinate the integration of architectural, mechanical, electrical, and plumbing disciplines.

4. CONSULTANT will review and respond to Building Department comments and make necessary revisions for permit approval.

5. CONSULTANT will conduct meetings with FPRA/CITY representatives and coordinate with other project consultants as required.

6. CONSULTANT will provide supplemental drawings, sketches, and clarifications as needed to communicate design intent during the design phases.

Section 2 - Deliverables

CONSULTANT shall provide the deliverables to the CITY and/or FPRA as described under Article 2 in Exhibit "A".

Proposed services will be completed within twelve (12) weeks from the issuance of a Notice to Proceed.

Section 3 - Method and Amount of Compensation

The FPRA will compensate CONSULTANT for services under this AUTHORIZATION in accordance with the fee schedule as set forth under Article 4 in Exhibit "A".

The budget (or fee) for the Project shall not to exceed $96,500.00.

Section 4 - FPRA's Responsibilities

The FPRA hereby designates the FPRA DIRECTOR or his/her designee as FPRA's representative for matters related to this AUTHORIZATION.

Section 5 - Other Provisions

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

(Remainder of Page Left Blank)

IN WITNESS WHEREOF, this AUTHORIZATION has been fully executed on behalf of the CONSULTANT by its duly authorized officer, and the CITY and the FPRA have caused the same to be duly executed in their name and on their behalf, effective as of the date of the last signature below.

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____

Linda Hudson, Mayor

Date: _____

ATTEST:

_____

Linda Cox, Agency Clerk

FORT PIERCE REDEVELOPMENT AGENCY:

_____

Linda Hudson, Chairperson

Date: _____

APPROVED AS TO FORM & CORRECTNESS:

_____

Sara Hedges,
City and Agency Attorney

ARCHITECTS DESIGN COLLABORATIVE, LLC:

By: _____ Date: 10/30/25

Daniel Diaz, NCARB, R.A. Principal Partner

ARCHITECTS DESIGN COLLABORATIVE LLC

September 25, 2025
Sent Via Email: Mgarcia@cityoffortpierce.com
Attn: City of Fort Pierce
C/O Miriam Garcia, Redevelopment Specialist
Community Redevelopment Agency
100 N U.S. 1 Fort Pierce, FL 34950

RE: Proposal for A/E Design Services
FPRA – 4th Floor Sunrise Event Center
300 Orange Ave, Fort Pierce FL 34950

Dear Ms. Garcia,
It is with great pleasure that we present you with this proposal for professional services for the Sunrise Event Center (hereinafter Project) to be located on the property described herein, on behalf of ARCHITECTS DESIGN COLLABORATIVE (hereinafter, Architect). This proposal is based on correspondence and preliminary design plans provided.

Our services will include the production of Architectural Design & Contract Documents with Limited Contract Administration. These services are contingent upon receiving timely building documentation, all as required to perform the services proposed herein. Upon your signature and upon receipt of documentation requested, this proposal will serve as our agreement for services.

ARCHITECTURAL SERVICES AGREEMENT

This proposal is for Architectural & MEP Design Services only. Other disciplines may be required to submit plans and specifications for construction permit(s); those services are not a part of this proposal. No services are provided for off-site work or engineering. No Re-Zoning is required or included and no non-conforming issues have been identified or included. Owner warrants that they/their representative is knowledgeable and capable of interpreting these documents and verifying that the Project's Design Requirements have been met.
The Owner is advised that all construction components for this project will be designed to the 2023 Florida Building Code 8th Edition code requirements; unless higher standards of design quality have been requested in writing.

ARTICLE 1: PROJECT UNDERSTANDING & SCOPE
It is our understanding that the Owner desires to develop the schematic design documents into design development and construction document for bidding and permitting. The project involves the first-generation build out of a gray shell tenant space located on the 4th floor of the sunrise center building. The design intent is to develop the approximate 7,800 SF space into a functional event center.

Initial Here

ARTICLE 2: FEES AND BASIC SERVICES

The Architect will prepare design and construction documents, including specifications, with sufficient detail for bidding and for submission by other to the permitting agency.
Using State of Florida DMS guidelines and other references, and based on an estimated construction budget of $1,655,648, we propose a lump-sum fee of $93,395 for these services. A $22,500 credit is included for schematic design work already completed. Services include meetings with the Owner's Representative and coordination with the Owner's consultants.

2.1 Design Development

1. Prepare design development documents based on the schematic design plans that establish the overall architectural design, systems layout, and project specifications.
2. Coordinate design intent with the Owner's Representative and other consultants to ensure integration of architectural, mechanical, electrical, plumbing, systems.
3. Participate in meetings and discussions with the Owner's Representative and County staff as needed.

2.2 Construction Documents

1. Prepare detailed Architectural Construction Documents and Specifications for submission for bidding and Building Department by others for permit approval.
2. Coordinate Mechanical, Electrical, and Plumbing Construction Documents and Specifications for permit submission.
3. Ensure the Architect's documents are fully integrated with those of the Owner's other consultants.
4. Review and respond to County Building Department comments and make corrections required for permit approval.

2.3 Post Design Services: Contract Administration (CA) TBD

1. Attend Owner Architect Contractor (OAC)
2. Respond to Requests for Information (RFIs) from the field and provide telephone support.
3. Provide shop drawing review: Architect shall only review "Deferred Submittals" and Architect "Requested Submittals", and only after they have been reviewed and approved by the General Contractor (GC). Architect shall rely on the GC's stamp of approval as verification that all requirements of the Contract Documents have been met. Architect shall review shop drawings for compliance with design intent only, and mark them as "Reviewed" with appropriate notations (as needed). Architect will not review shop drawings for installations, materials, fixtures and or equipment that are "As Specified" in the contract documents.
4. Provide supplemental drawings, specifications and sketches as needed to further clarify design intent.
5. Observation of progress of construction, these may be concurrent with OAC Meetings.
6. Cursory Review of General Contractor's Requisition for Payment.
7. Construction Time for this project is TBD

ARTICLE 3: SERVICES NOT INCLUDED

Revisions to Design and/or Construction Documents due to Zoning and Planning Code and or Building Code Revisions subsequent to the completion of documents; and revisions or re-

design due to change of scope or change of mind of Owner, will be invoiced as an additional service upon written authorization from the Owner.

The following services are not included and shall be provided as an additional if requested by owner.

3.1 Threshold Inspections or Special Inspector Services.
3.2 HVAC/ Enhanced Commissioning
3.3 Construction Cost Estimating
3.4 Identifying or management of any environmental or other contaminants found in building or site.
3.5 Redesign due to Unforeseen or differing site or building conditions, which require changes to plan or layout.
3.6 Threshold Inspections or Special Inspector Services.
3.7 Redesign due to Unforeseen or differing site or building conditions, which require changes to plan or layout.
3.8 Structural Engineering or load analysis and calculations for foundation design other than spread or monolithic footing.
3.9 Permits, permit fees and permit processing are the responsibility of the Owner / Contractor.
3.10 Permit Expediting, Expedite building review comments with the plans processor(s).
3.11 Construction Observation beyond that provided in Article 2 will be provided on a per visit basis at $600 per visit, inclusive of field observation report, unless otherwise noted.
3.12 Special Documentation for presentations or review process including but not limited to: Photometrics, renderings, 3D studies or models, videos, site and or project photographs, as-built drawings, building department archive retrieval, etc. (Except as otherwise noted).
3.13 Book Specifications or Project Manual.
3.14 Audio Visual Engineering / Theatrical Media Engineering
3.15 Review and recommendations on Value Engineering proposals.
3.16 Review, design or installation of Digital or Analog Communications, Networking, Security and Electronic Surveillance Systems.
3.17 Design of Fire Alarm and Fire Suppression Systems.
3.18 Review of Shop Drawings (Except as stipulated in Article 2).
3.19 Preparation of Shop Drawings.
3.20 Handling and processing of any submittals except as stipulated in Article 2.
3.21 Review of Shop Drawings except for those required in the Deferred Submittals Schedule shown on Construction Documents and or required by Architect.
3.22 "As-Built", Post Construction, Drawings.
3.23 Signage Design & Installation.

ARTICLE 4: PROGRESS PAYMENTS TO THE ARCHITECT

Progress payments for the Architect's services shall be made up to and after the completion of items below as noted below, in proportion to services performed. Payments are due and payable upon presentation of Architect's invoices. The milestone payments listed below are a guide to the proportion of services rendered relative to the total contract amount for the

Initial Here

Owner's payment budget purposes. The Owner shall not withhold amounts from Architect's compensation to impose penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of the changes in the Work.

4.1	Initial Payment……..	$	0.00
4.2	Up to Completion of 2.....…….……	$	37,500.00
4.3	Up to Completion of 2.2.....…….....…	$	56,000.00
	Sub Total:	**$**	**93,500.00**
4.4	Reimbursable Expanses Allowance……..…	**$**	**3,000.00**
4.5	Post Design Service: CA (2.3)…….....	**$**	**TBD**
	Grad Total:	**$**	**96,500.00**

ARTICLE 5: ADDITIONAL SERVICES

All professional services not included as part of the Basic Services above shall be considered additional services and will be provided upon written authorization from the Owner and shall become due and payable when invoiced at the following hourly rates.

Principal's Time……..	$250 per hour
Associate's Architect Time…….	$190 per hour
Project Manager's Time……..	$185 per hour
Interior Designer Time……..	$125 per hour
Interior Designer Assist. Time……...	$ 90 per hour
BIM / CADD Tech Time…….	$ 90 per hour
Clerical Time……...	$ 60 per hour
Sub-Consultant's Time…….	$ Rate per hour x 1.2

ONE TIME SERVICE-The Owner will review and sign completed design plans as acceptance of Final Design Documents. All revisions or changes to the original layout/design drawings caused by change of mind, concept, approving agency comments, or Municipal/County Review Committee other than Building Department Plan Review that are not a code violation, shall be considered as additional services and invoiced accordingly.

ARTICLE 6: REIMBURSABLE EXPENSES

All Printing will be reimbursable. All other "Out of Pocket" expenses will be billed at 1.2 times direct cost and become due and payable when invoiced. All travel expenses will be invoiced at cost, plus time (portal to portal).

ARTICLE 7: OWNERSHIP OF DOCUMENTS

Plans are instruments of service and protected under common law copyright and shall remain the property of Architect. The only CAD files that will be released are the "floor plan(s)" for the Owner's internal use; no elevations, details, MEPs drawings, etc., will be provided as CAD files. Should Owner desire a record copy of the plans in electronic media they shall be provided in PDF format. The user of these plans, "i.e." the Owner will utilize these plans as per the intent of this contract "only". Any use of the designs outside this Contract shall be approved by Architect, in writing, prior to usage or conveyance by the

Initial Here

Owner. Architect will provide copies of all Site Plan Approval Document PDF files requested by the Owner. Owner will use the Site Plan Approval Documents for this project at this site only.
Architect assumes no liability for the unauthorized use of its instruments of service or for any variation from original drawings and specifications. Architect grants to the Owner a nonexclusive license to use Architect's Instruments of Service solely and exclusively for purposes of preparing plans and specifications, constructing, using, maintaining, altering and adding to the project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due. The license granted under this section permits the Owner to authorize contractors, subcontractors, sub-subcontractors, and suppliers, as well as the Owner's consultants, to reproduce applicable portions of the Instruments of Service, solely and exclusively for use in performing services or construction for the project.

ARTICLE 8: GOVERNING LAW
This Agreement has been entered in St. Lucie county, Florida, and all questions concerning the validity, interpretation or performance of any of the parties hereto shall be governed by and resolved in accordance with the laws of the State of Florida.

ARTICLE 9: TERMINATION, SUSPENSION OR ABANDONMENT
If the Owner fails to make payments to the Architect in accordance with this agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for the suspension of performance of services under this agreement. If the Architect elects to suspend services, the Architect shall give fifteen days written notice to the Owner before suspending services for Owner to cure non-performance. In the event of suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Owner suspends or terminates this Agreement for its convenience, the Owner shall compensate Architect for services performed prior to termination, together with Reimbursable Expense then due and all Termination Expenses, defined as follows: Reimbursable Expenses incurred and costs attributable to termination, including the costs attributable to Architect's termination of consultant's agreements.

Owner further agrees to hold harmless and defend Architect for any and all damages in connection with this contract in the event of termination or abandonment. The Architect shall give seven days written notice to the Owner before suspending services In the event of abandonment (defined as inactivity for a period greater than 90 days) Architect shall be compensated for all services performed up to and including the 91st day of abandonment; including Reimbursable Expenses incurred and costs attributable to termination, including the costs attributable to Architect's termination of consultant's agreements and the contract shall be deemed terminated.

Initial Here

ARTICLE 10: TIME OF COMPLETION (SERVICES)

Architect and its Consultants will make every attempt to adhere to the requested time frame for design & preparation of the Architectural elements of the site plan application package. We propose to complete the work described on a timely basis as discussed. The Owner is advised that our target dates contain factors beyond our control, such as: Owner review time requirements; permit application process by others and staff review comments and responses. If the services covered by this Agreement have not been completed within (12) months of the date of contract execution date stated herein, through no fault of Architect, the amounts of compensation, rates and multipliers set forth herein shall be equitably adjusted. The work under this contract is complete upon achieving Substantial Construction Completion or in the event of abandonment.

ARTICLE 11: OWNER'S AGENTS AND OTHER CONSULTANTS

The Owner agrees that Architect shall have no responsibility for any portion of the project analyzed or designed by the Owner's agents or other consultants. Architect shall not be required to check or verify agents' or other consultants' documents but, shall be entitled to rely on the accuracy and completeness thereof as presented, as well as the compliance of such documents with applicable laws, codes, statutes ordinances and regulations. The Owner agrees, to the fullest extent permitted by law, to indemnify, hold harmless and defend Architect from any damages, liabilities, or costs (including reasonable attorney's fees and defense costs) arising in any way from the services performed by any agents or consultants engaged by the Owner.

ARTICLE 12: DISPUTES & LIMITATION OF LIABILITY

12.1 Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines Prior to resolution of the matter by mediation or by binding dispute resolution. The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Initial Here

12.2 In the event any amount due under this contract is referred to an attorney for collection, or in the event of any litigation arising directly or indirectly from this contract, the prevailing party shall be entitled to recover reasonable attorney's fees for such collection or litigation and the costs and expenses incurred in connection therewith, either prior or subsequent to the institution of litigation, or prior to subsequent judgment, including, but not limited to appellate proceedings, and whether in judicial proceedings or otherwise. All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this agreement or the breach thereof, which are not resolved by mediation or otherwise, shall be decided by a court of law having jurisdiction [St Lucie County] thereof. Furthermore, it is agreed that in the event of finding(s) against this office, our total liability will be equal to the amount of moneys collected in accordance with fees stated herein. This limitation applies regardless of the cause of action or legal theory plead or asserted.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, THE PARTIES UNDERSTAND AND AGREE THAT THE ARCHITECT'S EMPLOYEES OR AGENTS MAY NOT BE SUED OR HELD INDIVIDUALLY LIABLE FOR NEGLIGENT PERFORMANCE OF THIS AGREEMENT.

ARTICLE 13: INTEGRATION

This Agreement represents the entire agreement between the parties. There are no representations or warranties other than as specifically enumerated herein. This Contract cannot be assigned without prior mutual consent of the parties.

ARTICLE 14: OTHER PROVISIONS

14.1 Advertisements: Owner shall include acknowledgment of Architect; on project site signage, on all project promotional materials as of the date of this agreement, whether paid or unpaid. Architect may include name, likeness or description of the project in any advertising or promotional media of the Architect. Architect, at their election, may post signage on the project site.

14.2 Value Engineering: The Owner shall pay for all cost(s) associated with changes to the contract documents as a result of "Value Engineering" after the design phase of the project has been completed regardless of party initiating the Value Engineering. Such changes shall be approved by the Owner prior to work being initiated. Owner is advised that "Value Engineering" is a term of art that has differing meanings and may result in savings that are based on reduced performance or inferior materials than those specified.

14.3 Outside Consultant's Fees:

Owner shall be responsible for hiring and paying any fees related to outside consultants.

Initial Here

ARTICLE 15: ACCEPTANCE

If the terms of this proposal meet with your approval, please sign the proposal, initial each page and return same to this office along with initial payment and documents required as acceptance of the terms and the fees stipulated herein. All fee quotations valid for thirty (30) days, contracts signed beyond thirty (30) days subject to revision of quotation. Within two weeks of receipt of Initial Payment architect shall add project to the firm's work schedule and commence to preparation of documents for work on this project. We look forward to working with you and wish you every success in this venture.

Very Truly Yours
ARCHITECTS DESIGN COLLABORATIVE
ARCHITECTURE URBAN DESIGN PLANNING INTERIORS

Daniel Diaz, NCARB, AIA
Principal-Partner
FLORIDA REG NO. AR-97839
RO/GM/JO
C: File: D:\Dropbox\ADC Architects\ADC Contracts\250129_FtPierce_Event Center\AE Proposal Construction Documents\25_09-26_MGarcia_The Sunrise Event Center_AE_LS.odt

Accepted by:
Owner or authorized representative (Agent with legally binding authority).
This instrument is intended to produce privity with Owner of said real property.
A Notice to Owner will be sent on any project where Owner is not in 'privity' with Architect.

_____
Community Redevelopment Agency

By:_____

Its:_____

Dated this _____ day of _____, 2025.

Please make Checks payable to:
ARCHITECTS DESIGN COLLABORATIVE LLC

Initial Here

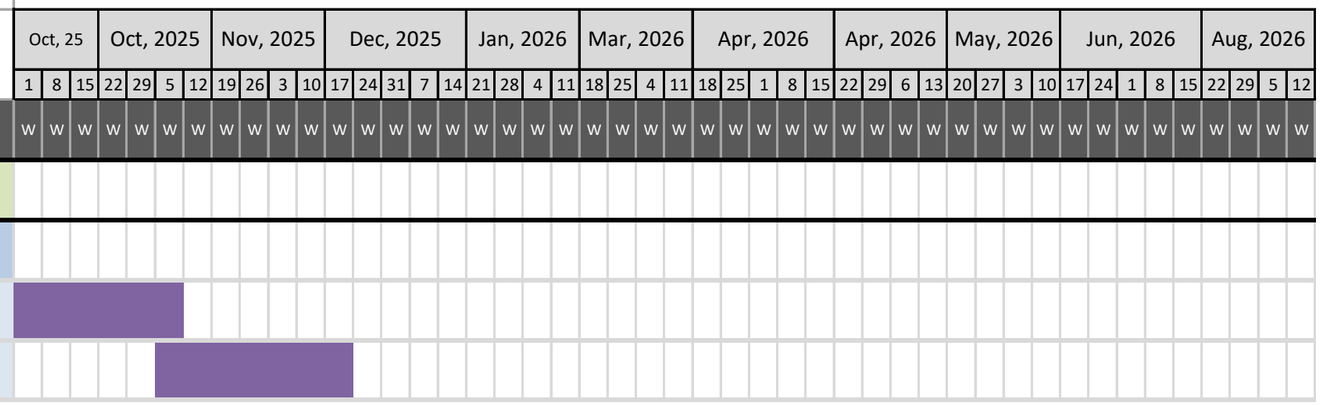
FPRA Event Center - Design Phase Timeline

ARCHITECTS DESIGN COLLABORATIVE

Project Start: Wed, 10/1/2025

Display Week: 1

TASK	ASSIGNED TO	PROGRESS	START	END
CONTRACT NEGOTIATION / APPROVAL		0%	N/A	N/A
EVENT CENTER - SCHEMATIC DESIGN PHASE				
1.Design Development Plans (50% Complete Plans)		0%	10/1/25	11/7/25
2.Construction Documents Plans (100% Complete Plan)		0%	11/11/25	12/19/25

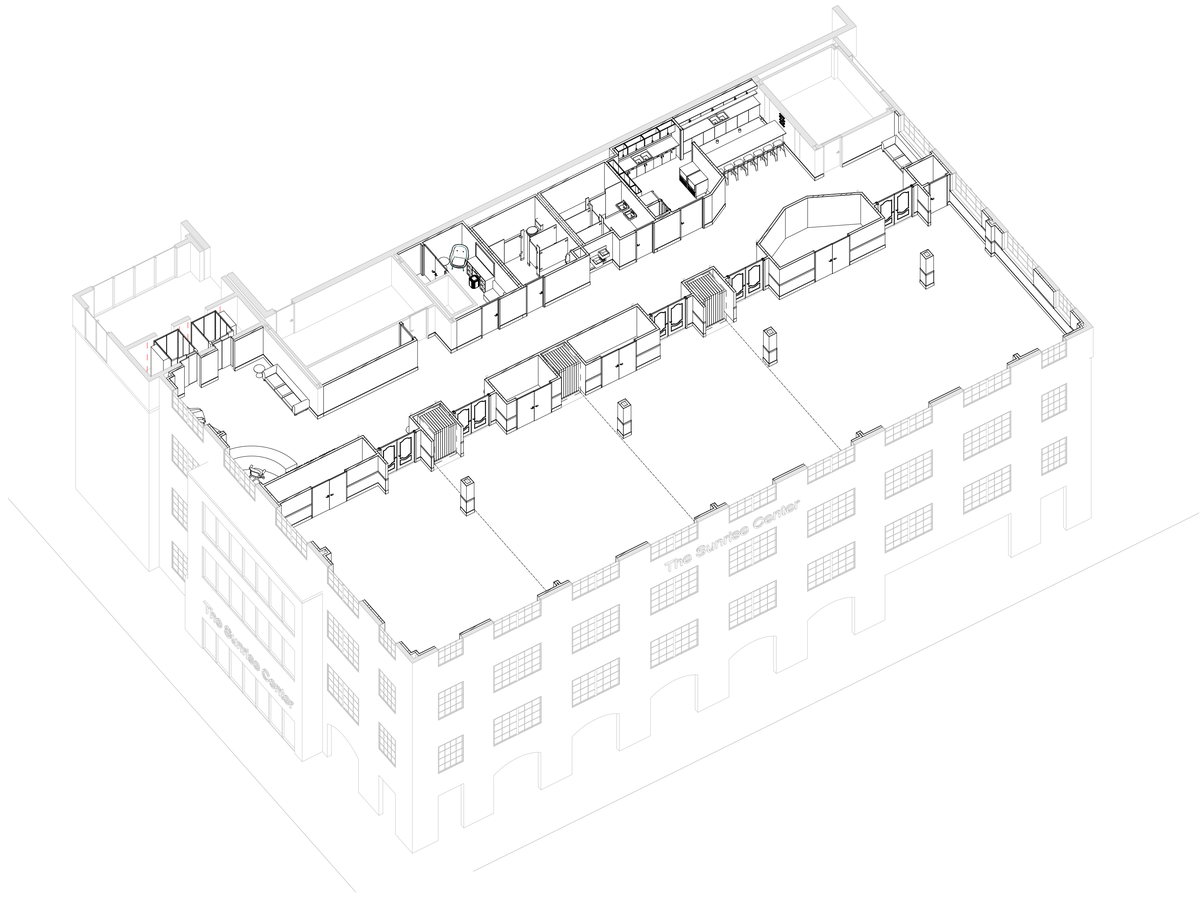


Notes:

1. Timeline subject to change.

SCHEMATIC DESIGN FOR:

SUNRISE EVENT CENTER



300 ORANGE AVENUE,
FORT PIERCE, FL 34950

7-22-2025

25-124

ARCHITECTS DESIGN
COLLABORATIVE, LLC

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10489 SOUTHWEST MEETING ST
TRADITION,
PORT ST. LUCIE, FL 34987
TEL. (772) 286 9004

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PROPOSED 4TH FLOOR PLAN
SCALE: 1/8" = 1'-0"

DEPARTMENT LEGEND

- CIRCULATION
- MULTIPURPOSE
- SERVICE
- STORAGE
- WAITING

WALL LEGEND

	EXISTING TO REMAIN
	NEW FRAMING

ROOM SCHEDULE

Name	Area	DEPARTMENT	Number
BANQUET HALL	1431 SF	MULTIPURPOSE	411
BAR	410 SF	WAITING	408
BAR SERVING	86 SF	SERVICE	422
BRIDE ROOM	108 SF	MULTIPURPOSE	402
CLOSET	19 SF	STORAGE	409
CORRIDOR	1025 SF	CIRCULATION	415
ELECTRICAL	28 SF	SERVICE	420
MEETING ROOM 1	962 SF	MULTIPURPOSE	414
MEETING ROOM 2	907 SF	MULTIPURPOSE	413
MEETING ROOM 3	897 SF	MULTIPURPOSE	412
MEN'S RESTROOM	152 SF	SERVICE	404
MISC. STORAGE	64 SF	STORAGE	401
RECEPTION	457 SF	WAITING	400
STORAGE 1	67 SF	STORAGE	418
STORAGE 2	47 SF	STORAGE	403
STORAGE 3	65 SF	STORAGE	405
STORAGE 4	140 SF	STORAGE	419
UTILITY	5 SF	SERVICE	421
WARMING KITCHEN	179 SF	SERVICE	407
WOMEN'S RESTROOM	147 SF	SERVICE	406

SF PER OCCUPANCY

Area
CIRCULATION
1025 SF
MULTIPURPOSE
4305 SF
SERVICE
597 SF
STORAGE
402 SF
WAITING
867 SF
7197 SF

AREA OCCUPANCY CALCULATION (F.B.C. TABLE 1004.5)

NAME	AREA	FUNCTION SPACE	OCCUPANT LOAD FACTOR	OCCUPANTS
BANQUET HALL	1431 SF	ASSEMBLY W/O FIXED SEATS UNCONCENTRATED (TABLES AND CHAIRS)	15 NET	95.42
BAR	410 SF	ASSEMBLY W/O FIXED SEATS CONCENTRATED (CHAIRS ONLY-NO FIXED)	7 NET	58.51
BAR SERVING	86 SF	KITCHENS, COMMERCIAL	200 GROSS	0.43
BRIDE ROOM	108 SF	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300 GROSS	0.36
CLOSET	19 SF	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300 GROSS	0.06
CORRIDOR	1025 SF	BUSINESS AREAS	150 GROSS	6.83
ELECTRICAL	28 SF	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300 GROSS	0.09
MEETING ROOM 1	962 SF	ASSEMBLY W/O FIXED SEATS UNCONCENTRATED (TABLES AND CHAIRS)	15 NET	64.15
MEETING ROOM 2	907 SF	ASSEMBLY W/O FIXED SEATS UNCONCENTRATED (TABLES AND CHAIRS)	15 NET	60.47
MEETING ROOM 3	897 SF	ASSEMBLY W/O FIXED SEATS UNCONCENTRATED (TABLES AND CHAIRS)	15 NET	59.81
MEN'S RESTROOM	152 SF	BUSINESS AREAS	150 GROSS	1.01
MISC. STORAGE	64 SF	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300 GROSS	0.21
RECEPTION	457 SF	ASSEMBLY W/O FIXED SEATS CONCENTRATED (CHAIRS ONLY-NO FIXED)	7 NET	65.35
STORAGE 1	67 SF	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300 GROSS	0.22
STORAGE 2	47 SF	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300 GROSS	0.16
STORAGE 3	65 SF	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300 GROSS	0.22
STORAGE 4	140 SF	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300 GROSS	0.47
UTILITY	5 SF	ACCESSORY STORAGE AREAS, MECHANICAL EQUIPMENT ROOM	300 GROSS	0.02
WARMING KITCHEN	179 SF	KITCHENS, COMMERCIAL	200 GROSS	0.90
WOMEN'S RESTROOM	147 SF	BUSINESS AREAS	150 GROSS	0.98
Grand total: 20	7197 SF			415.67

NUMBER OF PLUMBING FIXTURES REQUIRED (FBC TABLE 2902.1)

OCCUPANCY: A (ASSMEBLY GROUP A-2)

GENDER	TOTAL NUMBER OF OCCUPANTS	OCCUPANT RATIO (F)	OCCUPANT RATIO (M)	WATER CLOSETS / URINALS: REQ. FIXTURE PER OCCUPANT 1 PER (X)	WATER CLOSETS / URINALS: MIN. REQUIRED	LAVATORY: REQ. FIXTURE PER OCCUPANT 1 PER (X)	LAVATORY: MIN. REQUIRED	DRINKING FOUNTAIN: REQ. FIXTURE PER OCCUPANT 1 PER (X)	DRINKING FOUNTAIN: MIN. REQUIRED	SERVICE SINK: MIN. REQUIRED
FEMALE (F)	219	1	1	1:75	3 (2.9)	1:200	2 (1.1)	100	1	1
MALE (M)	219				3 (2.9)		2 (1.1)			
TOTAL	428				6		4		2	1
PROVIDED					7		4		2	1



4TH FLOOR KEY PLAN

ARCHITECTS DESIGN COLLABORATIVE, LLC

ARCHITECTURE
URBAN DESIGN
PLANNING
INTERIORS

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SUNRISE EVENT CENTER

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WWW.ADC-ARCHITECTS.NET
10489 SOUTHWEST MEETING ST TRADITION, PORT ST. LUCIE, FL 34987

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ORIGINAL DATE: 7-22-2025

JOB FILE NUMBER: 25-124

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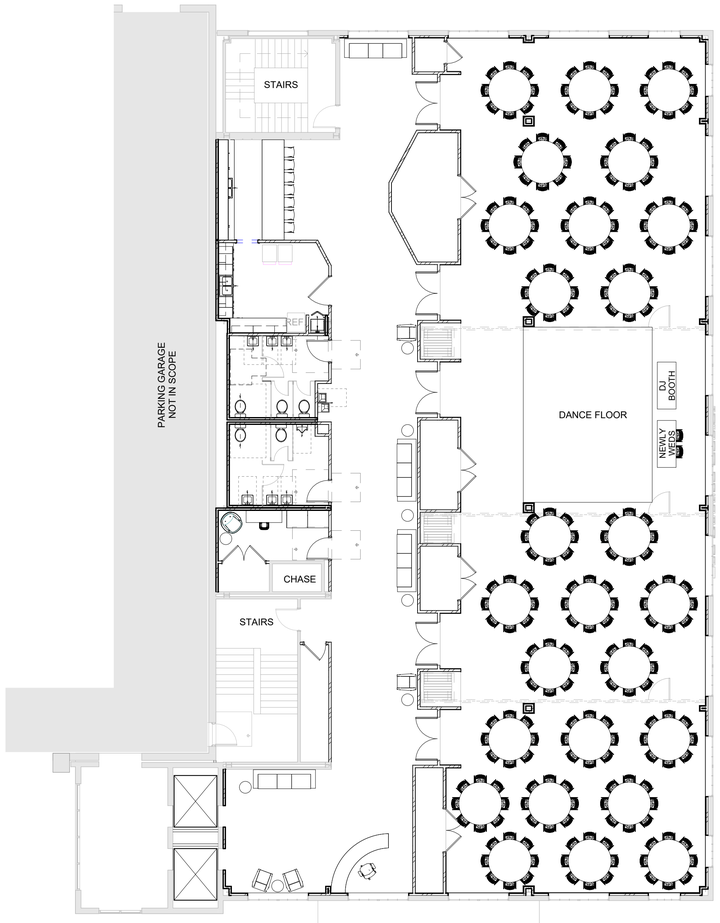
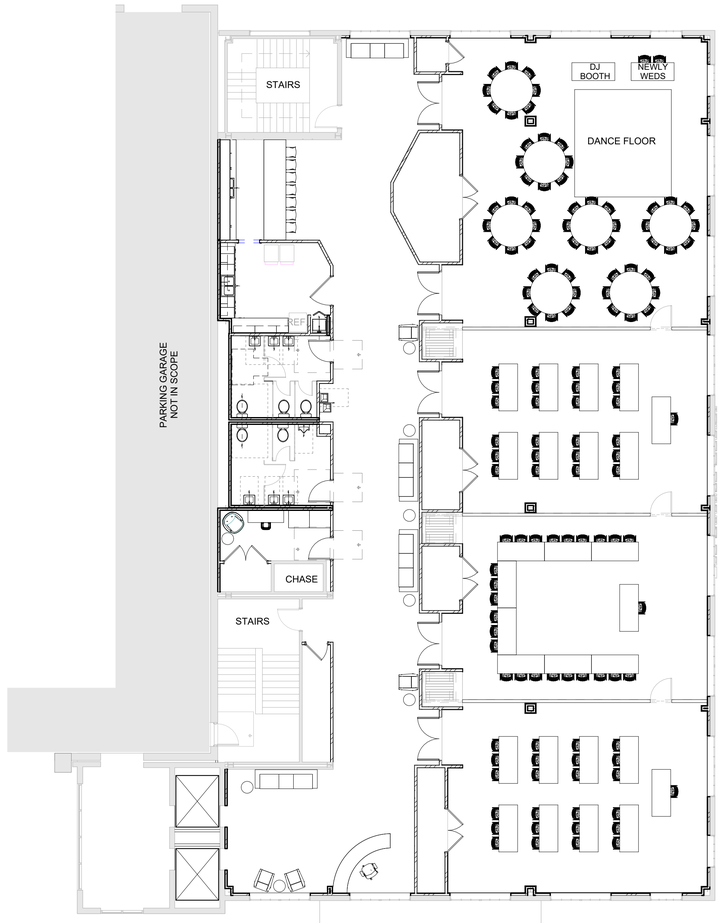


1 PROPOSED 4TH FLOOR PLAN - LAYOUT OPTION 1

SCALE: 1" = 10'-0"

TOTAL: 210 SEATING



2 PROPOSED 4TH FLOOR PLAN - LAYOUT OPTION 2

SCALE: 1" = 10'-0"

BANQUET ROOM: 58 SEATING

MEETING ROOMS : 25 + 25 +25

TOTAL: 133 SEATING

ARCHITECTS DESIGN
COLLABORATIVE, LLC

ARCHITECTURE
URBAN DESIGN
PLANNING
INTERIORS

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SUNRISE EVENT CENTER

TEL. (772) 286 9004
WWW.ADC-ARCHITECTS.NET
10489 SOUTHWEST MEETING ST TRADITION, PORT ST. LUCIE, FL 34987

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ORIGINAL DATE:
7-22-2025

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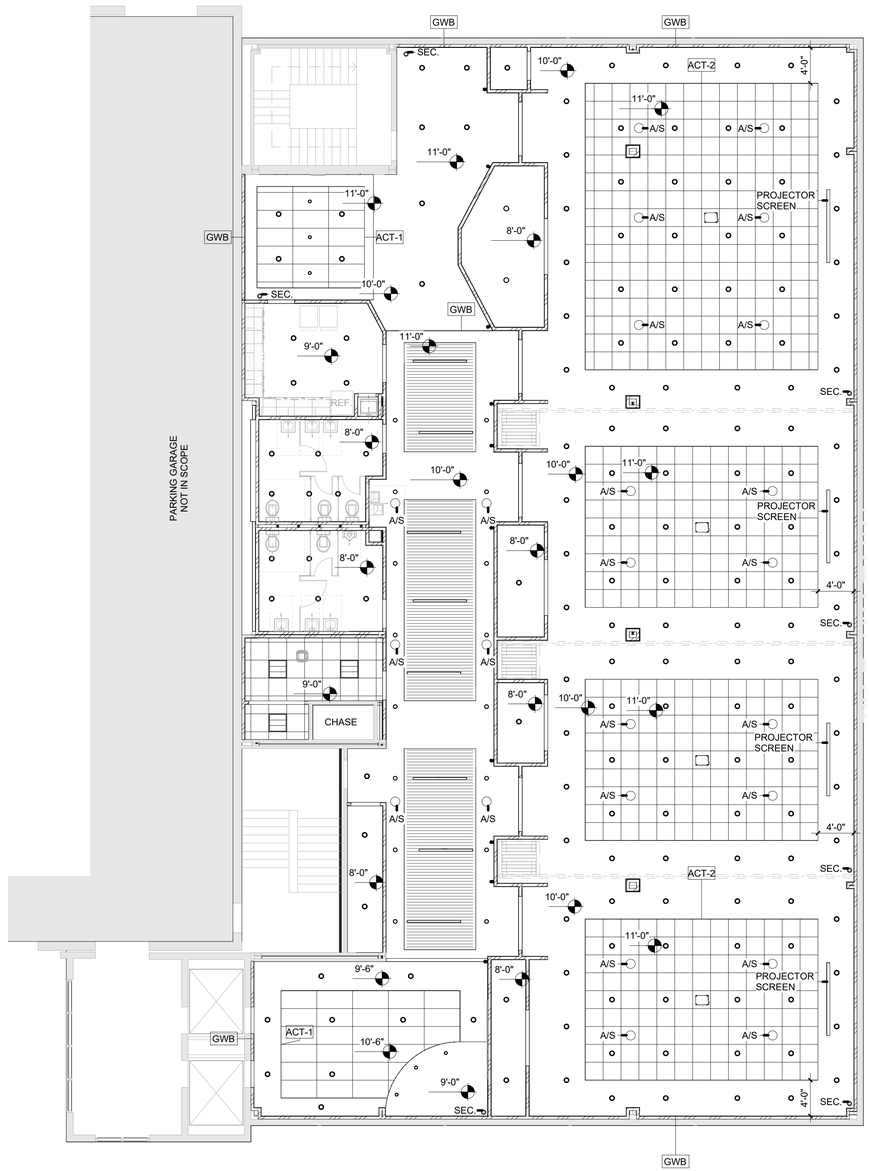

REFLECTED CEILING PLAN LEGEND

SYMBOL	DESCRIPTION
	1' LINEAR WALL SCONCE
	4" RECESSED CAN LED
	6" RECESSED CAN LED
	PENDANT
	AUDIO SPEAKER (A/S)
	SECURITY CAMERA (SEC.)
	6' LINEAR LIGHT
	2X2 TROFFER
	WOOD SLATS
	2' x 2' MINERAL ACT
	2' x 4' WOOD ACT

LIGHTING FIXTURE SCHEDULE

TYPE MARK	TYPE	MANUFACTURER	DESCRIPTION	IMAGE	Count
L1.A	6" Recessed Downlight (White Trim)	-	-		163
L1.B	6" Recessed Downlight (Black Trim)	-	-		7
L2	Pendant Light	-	-		6
L3	Linear Light	-	-		8
L4	Wall Sconce	-	-		10
L5	2'x2' Troffer	-	-		3
L6	4" RECESSED DOWNLIGHT	-	-		16

CEILING SCHEDULE

TYPE MARK	TYPE	MANUFACTURER	DESCRIPTION
ACT-1	2' x 4' Armstrong WOODWORKS System	-	-
ACT-2	2' x 2' ACT System	-	-
GWB	GWR ON MTL. STUD	-	-

1 **4TH FLOOR REFLECTED CEILING PLAN**
SCALE: 1/8" = 1'-0"

ARCHITECTS DESIGN COLLABORATIVE, LLC

ARCHITECTURE
URBAN DESIGN
PLANNING
INTERIORS

SUNRISE EVENT CENTER

TEL. (772) 286 9004
WWW. ADC-ARCHITECTS.NET
10489 SOUTHWEST MEETING ST TRADITION, PORT ST. LUCIE, FL 34987

ORIGINAL DATE: 7-22-2025

JOB FILE NUMBER: 25-124

A200

7/22/2025 4:38:56 PM
Z:_All_DWGs_2025_Dwgs\I-25124 - FPPCRA Event Center\2 - Working Dwgs\RVT\I-25124 FPCRA Sunrise Center.rvt

Sunrise Event Center

City of Fort Pierce

Fort Pierce Sunrise Event Center Design | July 21th, 2025 | R1

ARCHITECTS DESIGN
COLLABORATIVE, LLC



Sunrise Event Center
RENDERINGS

Sunrise Event Center | Reception



Sunrise Event Center | Corridor



Sunrise Event Center | Bar



Sunrise Event Center | Bar





FORT PIERCE, FL

ESTIMATE OF PROBABLE COST

OWNER:	CITY OF FORT PIERCE	DATE OF CONTRACT	N/A	DATE:	**29-Jul-25**
	300 ORANGE AVE	NOTICE OF COMMENCEMENT	N/A	REQ. NO.	0
	FORT PIERCE, FL 33950	NOTICE TO OWNER	N/A	Period to:	JULY
		DATE PERMIT ISSUED	N/A	Last Rev:	N/A
PERMIT NO.:	N/A	CONSTRUCTION START	N/A	SIZE IN SF:	7,678.00

	ITEM DECRIPTION	SCHEDULED VALUE	PREVIOUS PREVIOUS	THIS PERIOD	STORED MATERIALS	COMPLETE TO DATE	% COMP.	BALANCE TO FINISH	%
DIV 1	**GENERAL REQUIREMENTS**								
01200	**PRICE & PAYMENT PROCEDURES**								
01213	INSPECTIONS AND TESTING	$4,500.00				$0.00	0.00%	$4,500.00	0.27
01300	**ADMINISTRATIVE REQUIREMENTS**	$81,900.00						$81,900.00	4.95
01530	TEMPORARY CONSTRUCTION	$1,400.00				$0.00	0.00%	$1,400.00	0.08
01700	**EXECUTION REQUIREMENTS**	$21,894.10						$21,894.10	1.32
DIV 2	**SITE CONSTRUCTION**								**12.98**
02200	**SITE PREPARATION**	$0.00				$0.00	0.00%	$0.00	-
02220	SITE DEMOLITION	$0.00				$0.00	0.00%	$0.00	-
DIV 3	**CONCRETE**								-
DIV 4	**MASONRY**								-
DIV 5	**METALS**								-
05100	**STRUCTURAL METAL FRAMING**	$52,500.00				$0.00	0.00%	$52,500.00	3.17
DIV 6	**WOOD & PLASTICS**								**6.34**
06200	**FINISH CARPENTRY**	$30,100.00				$0.00	0.00%	$30,100.00	1.82
06400	**ARCHITECTURAL WOODWORK**	$29,500.00				$0.00	0.00%	$29,500.00	1.78
DIV 7	**THERMAL & MOISTURE PROTECTION**								**7.20**
07200	**THERMAL PROTECTION**								
07210	BUILDING INSULATION	$13,094.43				$0.00	0.00%	$13,094.43	0.79
07400	**ROOFING & SIDING PANELS**								
07590	ROOF MAINTENANCE & REPAIRS	$4,500.00				$0.00	0.00%	$4,500.00	0.27
07800	**FIRE & SMOKE PROTECTION**	$2,500.00				$0.00	0.00%	$2,500.00	0.15
07900	**JOINT SEALERS**	$1,500.00				$0.00	0.00%	$1,500.00	0.09
DIV 8	**DOORS & WINDOWS**								**1.55**
08200	**WOOD AND PLASTIC DOORS**	$30,157.50				$0.00	0.00%	$30,157.50	1.82
08300	**SPECIALITY DOORS**	$1,200.00				$0.00	0.00%	$1,200.00	0.07
08700	**HARDWARE**	$3,950.00				$0.00	0.00%	$3,950.00	0.24
08800	**GLAZING**	$1,500.00				$0.00	0.00%	$1,500.00	0.09
DIV 9	**FINISHES**								**4.27**
09100	**METAL SUPPORT ASSEMBLIES**	$62,770.00				$0.00	0.00%	$62,770.00	3.79
09200	**PLASTER GYPSUM BOARD**	$79,306.50				$0.00	0.00%	$79,306.50	4.79
09300	**TILE**	$63,750.00				$0.00	0.00%	$63,750.00	3.85
09500	**CEILINGS**	$60,450.00				$0.00	0.00%	$60,450.00	3.65
09600	**FLOORING**	$38,743.83				$0.00	0.00%	$38,743.83	2.34
09700	**WALL FISNISHES**	$5,000.00				$0.00	0.00%	$5,000.00	0.30
09900	**PAINTS & COATINGS**	$61,855.50				$0.00	0.00%	$61,855.50	3.74
DIV10	**SPECIALTIES** \								**44.92**
10150	**COMPARTMENTS & CUBICLES**								-
10165	PLASTIC LAMINATE TOILET COMPARTMENT	$22,500.00				$0.00	0.00%	$22,500.00	1.36
10400	**IDENTIFICATION DEVICES**								
10440	INTERIOR SIGNACE	$2,500.00				$0.00	0.00%	$2,500.00	0.15
10520	**FIRE PROTECTION SPECIALTIES**	$2,500.00				$0.00	0.00%	$2,500.00	0.15
10600	**PARTITIONS**								
10650	OPERABLE PARTITION	$100,500.00				$0.00	0.00%	$100,500.00	6.07
10800	**TOILET, BATH & LAUNDRY ACCESSORIES**	$2,250.00				$0.00	0.00%	$2,250.00	0.14
DIV11	**EQUIPMENT**								**8.00**
11400	**FOOD SERVICE EQUIPMENT**	$10,500.00				$0.00	0.00%	$10,500.00	0.63
DIV12	**FURNISHINGS**								
12500	**FURNITURE**								
12540	HOSPITALITY FURNITURE (ALLOWANCE)	$100,000.00				$0.00	0.00%	$100,000.00	6.04
DIV13	**SPECIAL CONSTRUCTION**								
13850	**DETECTION & ALARM**	$23,500.00				$0.00	0.00%	$23,500.00	1.42
13900	**FIRE SUPPRESSION**								
13930	WET-PIPE FIRE SUPPRESSION SPRINKLER	$28,750.00				$0.00	0.00%	$28,750.00	1.74
DIV14	**CONVEYING SYSTEMS**								
DIV15	**MECHANICAL**								
15100	**BUILDING SERVICES PIPING**	$29,312.50				$0.00	0.00%	$29,312.50	1.77
15400	**PLUMBING FIXTURES & EQUIPMENTS**	$20,800.00				$0.00	0.00%	$20,800.00	1.26
15700	**HEATING, VENTILATING & AIR CONDITIONING EQUIP**	$82,500.00				$0.00	0.00%	$82,500.00	4.98
15800	**AIR DISTRIBUTION**	$87,600.00				$0.00	0.00%	$87,600.00	5.29
15950	**TESTING, ADJUSTING & BALANCING**	$7,500.00				$0.00	0.00%	$7,500.00	0.45
DIV16	**ELECTRICAL**								**22.82**
16200	**ELECTRICAL POWER**	$163,850.00				$0.00	0.00%	$163,850.00	9.90
16400	**LOW-VOLTAGE DISTRIBUTION (ALLOWANCE)**	$24,500.00				$0.00	0.00%	$24,500.00	1.48
16500	**LIGHTING**	$113,000.00				$0.00	0.00%	$113,000.00	6.83
16700	**COMMUNICATIONS**	$31,000.00				$0.00	0.00%	$31,000.00	1.87
									28.77
	TOTAL - ALL DIVISIONS	$1,505,134.36	$0.00	$0.00	$0.00	$0.00	0.00%	$1,505,134.36	**90.91**
5.00%	**OVERHEAD**	$75,256.72	$0.00	$0.00	$0.00	$0.00	0.00%	$75,256.72	**4.55**
5.00%	**PROFIT**	$75,256.72	$0.00	$0.00	$0.00	$0.00	0.00%	$75,256.72	**4.55**
	TOTAL:	**$1,655,647.79**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**	**$1,655,647.79**	100.00

$215.64 Sq.Ft.

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

Meeting Date: 11/17/2025

Re: Approval of First Lease Agreement Amendment 2304 Avenue I, R.I.C.H. House

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

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SUBJECT:

Approval of the First Amendment to the Lease Agreement between the Housing Authority of Fort Pierce and the City of Fort Pierce for the premise located at 2304 Avenue I (R.I.C.H. House).

SUMMARY:

The Police Department is requesting approval of the lease agreement amendment between the Fort Pierce Housing Authority and the City of Fort Pierce (Municipal Corporation) for the premises of 2304 Avenue I. This property is currently the site of the Fort Pierce Police Department's Resources In Community Hope (R.I.C.H.) House. The original lease agreement was approved for a three year term, beginning on October 3, 2022, through September 16, 2025. Lease Agreement extension will commence on September 16, 2025, and remain for a period of one year. The Lease Agreement Extension will terminate on September 15, 2026. Consideration for the term of the lease is one dollar annually.

The contract and First Amendment to the Lease Agreement has been reviewed by the City Attorney's Office and was approved for form and correctness.

RECOMMENDATION:

Staff recommends approval of this lease.

ALTERNATIVES:

The alternative is to deny the approval, which would close the R.I.C.H. House from further operation at this location.

RESPONSIBLE STAFF:

Acting Deputy Chief Caleb Gillette

COORDINATED WITH:

City Attorney's Office for review of contract.
Interim Chief Robert Ridle.

Fiscal Impact

Budgeted Y/N:	y
Fiscal Year:	2026
Account:	001.3004.521.4830
Amount:	$1.00

FISCAL IMPACT:

One-year lease amount of $1.00 per year will be paid in one payment.

Attachments

CAO Memorandum
FPHA Letter
RICH House Original Lease
RICH House First Amendment Lease Agreement

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	11/06/2025 05:25 PM
City Manager	Richard Chess	11/07/2025 04:17 PM
Form Started By: Caleb Gillette		Started On: 11/05/2025 03:55 PM
Final Approval Date: 11/07/2025		

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Caleb Gillette, Acting Deputy Chief, Police Department, Administrative Bureau

FROM: Felicia Holloman, Assistant City Attorney **FH**

THROUGH: Sara Hedges, City Attorney *SH*

RE: RLS requesting that the City's Legal Office draft an appropriate written agreement to facilitate the extension of the RICH House lease

CAO RLS FILE: 25-357

DATE: November 4, 2025

I have reviewed the request for legal services (RLS) related to the extension of the RICH House lease agreement. A document entitled, First Amendment to the Lease Agreement, is attached to this request, and is approved as to form and correctness.

Please note that the First Amendment must be brought to the Commission for review and signature by the Mayor.

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

Thank you.

511 Orange Avenue, Fort Pierce, Florida 34950
(772) 461-7281 TDD: 7-1-1 or (800) 955-8771

October 3, 2025

City of Fort Pierce, A Municipal Corporation
100 N US Highway 1
Fort Pierce, Florida 34950

Attention: Linda Cox, City Clerk

Via Certified Mail – Return Receipt Requested

Re: The Housing Authority of the City of Fort Pierce, Florida (FPHA) and City of Fort Pierce, a Municipal Corporation - Lease Agreement
Leased Premises: 2304 Avenue I, Fort Pierce, Florida

Dear Ms. Cox:

We are pleased to inform you that the Lease Agreement referenced above is eligible for a one-year extension through September 15, 2026. All terms and conditions of the original Lease Agreement, dated October 3, 2022, will remain unchanged. If the City of Fort Pierce elects to exercise this extension option, please notify our office and submit the annual rent as outlined in Section 3 of the Agreement.

If you have any questions, please do not hesitate to contact me at (772) 429-6427.

Sincerely,

Rosetta Washington
Executive Director

RW:nj

cc: Sara Hedges, City Attorney
Robert Ridle, Acting Chief of Police
Ricardo L. Gilmore, General Counsel
Rhonda Corrodus, Deputy Executive Director

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made and entered into this 3rd day of October, 20 22, ("Effective Date") by and between the City of Fort Pierce, a municipal corporation, whose principal offices are located at 100 North US Highway 1, Fort Pierce, Florida 34950, (the "Tenant"), and The Housing Authority of the City of Fort Pierce, Florida, a public body corporate and politic organized pursuant to Chapter 421, Florida Statutes, whose principal offices are located at 511 Orange Avenue, Fort Pierce, Florida 34950 (the "Owner"), (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Owner owns that certain property that is located at 2304 Avenue I, Fort Pierce, Florida 34950 (the "Premises"); and

WHEREAS, the Owner wishes to have the Tenant to become the Tenant at the Premises for the use and operation of maintaining a Neighborhood Police Sub-Station, known as the Resource In Community Hope (RICH) House. The RICH House will foster police and community relationship and provide a multi-purpose resource center for the community. The RICH House will be open and available to the general public for law enforcement related issues, between the hours of 9:00 am and 3:00 pm Tuesday and Thursday, with additional varied hours for planned/scheduled activities and events as they evolve; and

WHEREAS, the Tenant is amenable to leasing the entire Premises for the use and operation of maintaining a Neighborhood Police Sub-Station, known as the Resource In Community Hope (RICH) House.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the payment of the sums as provided herein, by Tenant to the Owner, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **PREMISES:** The Owner does hereby lease and let and Tenant does hereby hire and take the Premises located at 2304 Avenue I, Fort Pierce, Florida 34950, for the use and operation of maintaining a Neighborhood Police Sub-Station, known as the Resource In Community Hope (RICH) House, subject to the terms and conditions contained herein. The Tenant, its employees, customers, contractors, invitees and agents shall have the right to use the areas of the Premises located at 2304 Avenue I, Fort Pierce, Florida 34950. Tenant accepts the Premises in "AS IS" condition and it is agreed that the Owner will not be responsible for any loss, damage or costs which may be incurred by Tenant or its employees, customers, contractors, invitees and agents.

2. **TERM:** The Owner hereby grants to the Tenant a leasehold interest in the Premises to commence upon the 16 day of September, 20 22 (the "Effective Date") and shall continue for a period of three (3) years (the "Initial Term") terminating on the _____ day of September 15, 20 25. The Agreement may be extended for two (2) additional terms of one (1) year each, if requested by the Tenant. The Tenant shall request one or both of these extensions in writing provided to the Owner at least one hundred eighty (180) days prior to the end of the Initial Term or the end of the first extended term, subject to the approval of the Owner.

3. **RENT AND CONSIDERATION:** The Tenant shall pay to the Owner the sum of One Dollar ($1.00) annually, due on September 16 of each year of the Initial Term, and each year of any extension thereof pursuant to this Agreement, as annual rent. As additional consideration for this Agreement, Tenant shall:

a. Undertake any modifications to, structural changes to and/or repairs of the Premises, subject to the requirements outlined in Section 4 of this Agreement to make the Premises suitable for the purposes outlined herein at its sole cost and expense, during the term of this Agreement and any extensions thereof; and

b. Maintain the Premises, including but not necessarily limited to the physical building, grounds, landscaping, and parking areas, subject to the requirements outlined in Section 7 of this Agreement, at its sole cost and expense, during the term of this Agreement and any extensions thereof; and

c. Obtain and maintain utility services, including but not necessarily limited to water, sewer, gas, electricity, internet service or any other utilities ("Utilities"), subject to the requirements outlined in Section 8 of this Agreement, at its sole cost and expense, during the term of this Agreement and any extensions thereof; and

d. Pay all costs, expenses, license fees, or other charges levied by governmental authorities on the business and/or lease rights associated with the goods and/or services offered pursuant to the lease, which may arise or become due during the term of this Agreement and any extensions thereof, and indemnify and hold harmless, to the extent allowed by law, the Owner from and against same.

4. **ALTERATIONS AND IMPROVEMENTS:** The Tenant shall obtain written approval from the Owner prior to making any improvements, modifications, structural changes, or alterations of any nature to the existing structures or improvements to the Premises. Any such approval shall not relieve the Tenant of having to obtain the necessary permits as are required by any governmental entity and under no circumstances will any work take place on or in the Premises without such permits. Any damage to the Premises caused by improvements and/or repairs by the Tenant shall be repaired or replaced at its sole cost and expense. Any improvements of any kind or nature, or items attached to the land during the term of this Agreement and any extensions thereof by the efforts of the Tenant, shall be considered the property of the Owner. New structures or other improvements that may impact or degrade the environmental quality of the Premises are prohibited.

5. **PERMITTED USE:** The Tenant shall use the Premises for the use and operation of maintaining a Neighborhood Police Sub-Station, known as the Resource In Community Hope (RICH) House. The Tenant shall at all times comply with all applicable state and local laws, governmental regulations and ordinances with regard to any use of and occupancy of the Premises; and the Tenant shall not suffer or permit said Premises or any part thereof to be used for any purpose not otherwise expressly allowed herein including, without limitations of illegal or immoral use. Notwithstanding anything contained herein to the contrary, should Tenant, during the Initial Term and any extensions thereof substantially fail to use the Premises for the permitted use listed herein, in the sole discretion of the Owner, the Owner may consider such change in use a material event of default of this Agreement subject to termination by the Owner as provided herein.

6. **INSURANCE:** Beginning on the Effective Date and continuing during the term of this Agreement and any extensions thereof, the Tenant shall procure and maintain the insurance policies provided for in the attached **Exhibit "A"**.

7. **MAINTENANCE AND REPAIR:** With regard to the Premises, the Tenant shall:

a. Keep in a good state of repair all improvements, equipment, and fixtures existing or placed on or about the Premises and surrounding areas; and

b. Maintain and repair all heating, HVAC systems, air conditioning and ventilating systems, electrical and lighting systems, plumbing, waste facilities, roofing and all other structural components in good order, condition and repair; and

c. Maintain and landscape the surrounding areas in good order, condition and repair; and

d. Provide all janitorial material, supplies and services required to be used and employ janitorial personnel necessary to adequately maintain the Building; and

e. Provide security or related services to provide protection of the Building and surrounding areas to the reasonable satisfaction of the Owner; and

f. Keep the outside areas clean and free of trash, rubbish and garbage to the reasonable satisfaction of the Owner; and

g. Keep and maintain the improvements, including all entrances, doors, locks, windows, glass, molding, ceilings, floorings, walls and appurtenances thereto in good order, condition and repair.

8. **UTILITIES/SERVICES:** Beginning on the Effective Date and continuing during the term of this Agreement and any extensions thereof, the Tenant shall be responsible for the placement, installation and payment of all utilities, including but not limited to, utilities servicing the Premises. The Tenant shall repair, at the Tenant's sole cost and expense, any damage to the Premises caused by the installation, maintenance, replacement or repair of any one or all of the utilities.

The Tenant shall provide and use suitable covered receptacles for all garbage, trash, and other refuse. Additionally, the Tenant agrees to furnish all telephone, cable, internet services and any and all other related services needed to operate its business.

9. **ASSIGNABILITY/SUBLEASE:** This Agreement shall not be assigned nor transferred, in whole or in part, without the written approval of the Owner. The Tenant shall not sublease any part of the Premises without the written approval of the Owner.

10. **EMINENT DOMAIN:** If the whole or substantial part of the Premises shall be taken by any public authority under the power of eminent domain, then the term of this Agreement shall cease, as to the part so taken, from the day the possession of that part shall be taken for any public purpose. The Tenant shall have the right either to cancel this Agreement and declare the same null and void or to continue in the possession of the remainder of the same under the terms herein provided. The Owner shall be entitled to all condemnation awards provided by Florida law. The Tenant shall be entitled to that portion of the condemnation award attributable to the Tenant's leasehold interest in the Premises and furniture, fixtures, and/or equipment on the Premises, all business damages, and relocation costs. The Owner and the Tenant shall fully cooperate with each other to accomplish the division provided for in the preceding sentence. The Owner and the Tenant shall use good faith efforts to obtain separate awards from the condemning authority (or a judicial allocation of a single award) for their respective interests, consistent with this Section. The Tenant is entitled to retain such damages it may recover. If only a portion, which does not constitute a "substantial part" of the Premises is condemned or taken in any manner or degree that, in any material respect, adversely impacts the Tenant's business or business operations (as determined by Tenant in its sole business judgment, not, however, to be arbitrarily exercised), then the Tenant may elect to terminate this Agreement as of the date of the vesting of title in the condemning authority, by written notice to the Owner

given within sixty (60) days of the condemnation or taking. The Owner must provide the Tenant with a copy of any notice received from the condemning authority within twenty (20) days of receipt. For the purposes of this Section, the term "substantial part" shall mean a sizable enough area of the Premises has been taken so as to materially impair, in the Tenant's sole discretion, the Tenant's ability to use the Premises for the Permitted Use and the Tenant's conduct of business.

11. CASUALTY: If the Premises or any portion thereof is damaged by fire or other casualty (other than through the documented gross negligence or malfeasance of the Owner, its agents, representatives, employees and/or invitees), then the Tenant shall be responsible for repairing and restoring all improvements placed on the Premises (including the Tenant's Improvements) at the Tenant's sole cost and expense. All repairs to the Premises shall be performed promptly and in a good and workmanlike manner. The Tenant shall also be solely responsible for the replacement and repair of any personal property or equipment owned by the Tenant and located on the Premises.

12. ACCESS TO PREMISES BY OWNER:

a. The Tenant agrees that the Owner may make use of the Premises for purposes it deems appropriate, at any times that the Tenant is not using the Premises for its stated purposes, during the term of this Agreement and any extensions thereof. When the Owner uses the premises during these times, the Owner agrees to leave the premises in the same condition in which it was prior to its use.

b. The Tenant shall allow the Owner's authorized representative(s) access to the Premises or any portion thereof at all reasonable hours for the purpose of examining and inspecting the Premises or for the purpose necessary, incidental to, or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

c. In the case of a declared state of emergency, or in anticipation of a hurricane, tropical storm or some other natural disaster, as determined by the Owner in its sole discretion, the Owner retains the right to immediately resume occupation, management, and maintenance of the Premises, and to use same to meet any emergency needs of the citizens of the Owner, as determined by the Owner in its sole discretion, for the period of that emergency and a reasonable period of time thereafter as deemed necessary by the Owner in its sole.

13. EVENTS OF DEFAULT:

a. Tenant's Default. The Tenant shall be in default, and an event of default (an "Event of Default") shall have occurred, under this Agreement if the Tenant shall violate or fail to comply with or perform any of the terms, conditions or agreements to be performed or observed by Tenant under this Agreement, within thirty (30) days after written notice from the Owner or such additional time as shall be reasonably necessary in the event such violation cannot be cured within such thirty (30) day period so long as the Tenant has commenced to cure such violation within such thirty (30) day period and thereafter proceeds continuously and diligently to complete such cure.

b. Owner's Default. The Owner shall be in default, and an Event of Default shall have occurred, under this Agreement if the Owner shall violate or fail to comply with or perform any of the terms, conditions or agreements to be performed or observed by the Owner under this Agreement within ninety (90) days after written notice from the Tenant or such additional time as shall be reasonably necessary in the event such violation cannot be cured within such ninety (90) day period so long as the Tenant has commenced to cure such violation within such ninety (90) day period and thereafter proceeds continuously and diligently to complete such cure.

14. **EFFECTS OF DEFAULT:**

a. If at any time an Event of Default shall occur and such Event of Default has not been cured within any applicable cure period set forth in Section 13 above, the non-breaching party, upon its election, may declare the term ended. In the event of the Tenant's default, the Owner may re-enter upon the Premises and the improvements situated thereon, or any part thereof or thereon, either with or without process of law, the Tenant waiving any demand for possession of such Premises and any and all permanent improvements then situated thereon or the Owner may have such other remedy as the law or this instrument may afford.

b. Upon the termination of this Agreement, at such election of the Owner, or in any other way, the Tenant shall immediately surrender and deliver up the Premises and permanent improvements peaceably to the Owner. At such time, the title to any and all permanent improvements, including, without limitation, the Tenant's Improvements, placed on the Premises by the Tenant shall revert to or become the exclusive property of the Owner except for furniture, office equipment, trade fixtures, any equipment that is easily removeable and all other personal property owned by the Tenant. If the Tenant shall hold such Premises, or any part thereof, one (1) day after the termination date, it shall be subject to eviction or removal in accordance with law. Any material damage which may occur to the Premises due to Tenant's removal of its furniture, equipment, trade fixtures and/or personal property shall be repaired by the Tenant, at its expense, and to the Owner's commercially reasonable satisfaction.

c. Under no circumstances shall the Tenant be entitled to compensation from the Owner for any permanent improvements made by the Tenant to the Premises including, without limitation, any permanent improvements constructed as part of the Tenant's Improvements.

d. Each party shall have all other rights and remedies available at law or in equity, including, without limitation, the right to injunctive relief.

15. **GRACE PERIODS:** All default and grace periods shall be deemed to run concurrently.

16. **BANKRUPTCY:** It is expressly understood and agreed that in the event the Tenant enters into bankruptcy proceedings, is adjudged bankrupt or insolvent, makes an assignment for the benefit of creditors, or if a receiver or trustee of the Tenant's creditors is filed, any of which is not discharged within ninety (90) days after filing, then in any such event, the Owner may, at its option and without notice, declare this Agreement ended and terminated and may re-enter the Premises and take possession thereof.

17. **ATTORNEY'S FEES:** In connection with any legal proceedings relating to this Agreement, including appellate proceedings, arising out of the enforcement of any term of this Agreement, or for any action for possession of the Premises or damages, or for the collection of any rent or any other payment required that may be collected by suit, the prevailing party shall be entitled to recover all costs and reasonable attorneys' and other professional fees incurred by such prevailing party for any litigation, mediation or appeal whether litigated or settled. This Section survives the expiration or termination of this Agreement.

18. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

19. **INDEMNIFICATION/HOLD HARMLESS:** If the Tenant is a governmental entity under the laws of the state of Florida, the Parties acknowledge that each enjoy certain immunities under Florida law. Nothing in this indemnity provision shall be interpreted as a waiver, or estop either party from asserting any right, immunity, privilege or defense that any or each may enjoy under the doctrine of sovereign immunity or the limitation of liability and other protections afforded to them under Section 768.28, Florida Statutes. Such immunities, however, shall not extend to agents, contractors or third parties or in any way lessen affect the insurance requirements set forth in Section 6 above.

If the Tenant is not a governmental entity under the laws of the state of Florida, then the Tenant shall and does hereby indemnify the Owner, its officers, commissioners, employees and agents, from and against any and all claims, liability, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including attorneys' fees, for injury (including death) to persons or damage to property or property rights that may arise from or be related to acts, errors or omissions of the indemnifying party, its agents, employees, servants, licensees, invitees, or contractors or by a person under the control or direction of said indemnifying party. Nothing contained in this Agreement shall be construed as a waiver or estoppel of the sovereign immunity protections afforded by law or in any event to enlarge the liability of the Owner beyond limits expressed in Section 768.28, Florida Statutes, as may be amended.

20. **SUCCESSORS IN INTEREST:** Unless otherwise provided in this Agreement, the terms, covenants and conditions herein shall apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto, all of whom shall be jointly and severely liable hereunder.

21. **NON-DISCRIMINATION:**

a. Neither party shall discriminate against any individual because of that individual's race, color, religion, sex, sexual orientation, age, national origin, disability, handicap, marital status, or familial status with respect to any activity occurring on or in the Premises or within the surrounding land; and

b. In the construction of any the Tenant's Improvements on, over or under said Premises and the furnishing of services thereon, Tenant shall not discriminate against any person on the grounds of race, color, sex or national origin. In addition, in obtaining the materials, supplies, equipment, and services necessary for the design, construction, and operation of any improvements or buildings described in this Agreement, the Tenant shall comply with the ordinances and policies of St. Lucie County, Florida regarding women and minority business enterprises, equal employment opportunity and affirmative action.

22. **HOLDING-OVER:** In the event the Tenant shall holdover and remain in possession of the Premises after the expiration of the term without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Agreement but shall create a tenancy from month to month which may be terminated at any time by the Owner.

23. **SURRENDER:** Upon expiration of this Term, or early termination as provided herein, the Tenant will peaceably and quietly deliver possession of the Premises and all permanent improvements which the Tenant may have constructed upon the Premises pursuant to the provisions of this Agreement. The Tenant shall be permitted to remove all moveable trade fixtures, furniture, equipment, and other personal property which the Tenant shall install at its own expense. Any damage which may occur to the Premises or the surrounding land due to the Tenant's removal of its equipment, trade fixtures and/or personal property shall be repaired by the Tenant at its sole cost and expense and to the Owner's commercially reasonable satisfaction.

24. PROHIBITION AGAINST ENCUMBRANCES:

a. The Tenant shall defend and hold harmless the Owner from any claim or demand including attorneys' fees on the part of any person, firm or corporation, performing labor or furnishing materials in connection with the building and construction of any improvements by the Tenant, including but not limited to the Tenant's Improvements, on the Premises; and

b. It is distinctly understood and agreed that any person, firm or corporation furnishing materials or performing labor on behalf of the Tenant on the building or improvements on the Premises shall look only to the Tenant for any payment, and that no lien or claim shall be allowed to attach to the Owner's fee interest in the Premises. The Tenant shall notify and disclose to all contractors and sub-contractors the prohibition of placing liens or claims against the Premises. In the event that the Tenant shall fail and refuse to pay and discharge any amount of money that may be due for materials furnished or labor performed in connection with the construction of any improvements by the Tenant on the Premises, and such default shall have continued for a period of sixty (60) days after the Owner shall have given the Tenant written notice of such default, such default shall be a Tenant's Event of Default and the Owner may, at its option, declare this Agreement terminated, provided, however, the Tenant shall have the right during said sixty (60) day period, in accordance with Florida Statutes to post a surety bond with the Clerk of the Circuit Court in and for St. Lucie County, Florida, and have any such lien transferred to said bond and said action by the Tenant shall cure the default and the Owner shall have no right of termination. Upon the termination of the Agreement by reason of such default, all permanent improvements (except as otherwise provided herein) placed upon the Premises by the Tenant shall be and become the property of the Owner, and the Tenant shall have no further right, title or interest therein, and the Owner shall have the full right, power and authority to enter upon the Premises and take possession of the same and all buildings, improvements or other structures thereon.

c. The Tenant shall not engage in any financing or any other transaction, creating any mortgages, mechanic's or materialman's liens, or any other encumbrances or liens or claims of any kind upon the Owner's fee interest in the Premises or any portion of the Premises or other land owned by the Owner; and

d. It is further understood by the Tenant that it may only use its leasehold interest, together with its right and interest in any and all approved subleases and rents due, as security for any proposed financing and that the Tenant has no fee simple ownership rights or title to the Premises. Further, such leasehold interest is strictly conditioned upon the satisfaction of all terms and provisions contained herein.

25. TIME IS OF THE ESSENCE: Time is and shall be of the essence with respect to the respective duties and obligations of the Owner and the Tenant as set forth in this Agreement.

26. CHOICE OF LAW/VENUE: This Agreement shall be interpreted and construed under the laws of the State of Florida. Venue shall be in St. Lucie County, Florida.

27. NOTICES: Any notice or demand which must or may be given under this Agreement or by law shall be in writing and shall be deemed to have been given (a) when physically received by personal delivery, or (b) three (3) days after being deposited in United States certified or registered mail, return receipt requested, postage prepaid, or (c) one (1) day after being deposited with a nationally known commercial courier service (such as FedEx) addressed to the respective Parties at the following addresses:

TO OWNER:
The Housing Authority of the
City of Fort Pierce, Florida
511 Orange Avenue
Fort Pierce, Florida 34950
Attn.: Administration

TO TENANT:
City of Fort Pierce, a municipal corporation
100 N US Highway 1
Fort Pierce, Florida 34950
Attn.:_____

WITH COPIES TO:
Ricardo L. Gilmore, General Counsel
Saxon Gilmore & Carraway, P.A.
201 East Kennedy Boulevard, #600
Tampa, Florida 33602

WITH COPIES TO:
Tanya Earley, City Attorney
100 North US Highway 1
Fort Pierce, Florida 34950

Diane Hobley-Burney, Chief of Police
Fort Pierce Police Department
920 South US Highway 1
Fort Pierce, Florida 34950

28. **WAIVERS:** In the event that the Owner, at any time, shall waive any default by Tenant of any of the covenants and conditions of this Agreement, then such waiver shall not be construed to be a continuing waiver of such default and shall not be construed as a waiver of any subsequent default that may be committed by the Tenant.

29. **HEADINGS:** The headings used for the paragraphs of this Agreement are for ease of reference only and are not to be construed as adding to or detracting from the meaning contained therein.

30. **RADON GAS NOTIFICATION "RADON GAS":** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county public health unit.

31. **HAZARDOUS SUBSTANCES:** For purposes of this Agreement, "Hazardous Substances" shall mean any material which could give rise to liability under (a) the Resources Conservation Recovery Act as amended by the Hazardous and Solid Waste Amendments of 1984, as now or hereafter amended ("RCRA"), 42 U.S.C. Sections 6901 et seq.; (b) the Comprehensive Environmental Response, Compensation and Liability Act as amended by the Superfund Amendments and Reauthorization Act of 1986, as now or hereafter amended ("CERCLA"), 42 U.S.C. Sections 9601 et seq.; (c) the Toxic Substances and Control Act, as now or hereafter amended ("TSCA"), 15 U.S.C. Sections 2601 et seq.; (d) the Clean Air Act, as now or hereafter amended ("CAA"), 42 U.S.C. Sections 7401 et seq.; (e) any common law theory based on nuisance or strict liability; and (f) any other applicable law (collectively, the "Hazardous Substances Laws").

The Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on, in or about the Premises without obtaining the Owner's prior written consent. If the Premises become contaminated in any manner as a result of any breach of the foregoing covenant or any act or omission of the Tenant or any of its agents, employees or contractors, the Tenant shall indemnify, defend and hold harmless the Owner from any and all claims, demands, actions, damages, fines, judgments, penalties, costs (including attorneys', consultants', and experts' fees), liabilities, losses and expenses arising during or after the term of this Agreement and arising as a result of such contamination. This indemnification includes any and all costs incurred due to any investigation of the site or any cleanup,

removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if the Tenant causes or permits the presence of any Hazardous Substance on, in, or about the Premises that results in contamination, the Tenant, at its sole expense, shall complete all required clean up, removal and remediation. The Tenant shall first obtain the Owner's approval for any such remedial action. Notwithstanding the foregoing, this indemnification shall only apply to contamination by a Hazardous Substance resulting from the Tenant's use and operation of the Premises. Nothing herein contained shall be held to indemnify the Owner from liability or to create any liability on the Tenant for Hazardous Substance contamination resulting from the Owner's ownership, use or operation of the Premises or the Owner's surrounding land, or from the acts or omissions of any third party. Notwithstanding, the Owner has no knowledge of and makes no representation or warranty regarding the prior existence, disposal or waste of any Hazardous Substances on the Premises.

32. **INJURIES AND LOSS:** The Tenant assumes all risks incident to the construction and installation of the Tenant's Improvements and the operation of the permitted use. The Owner shall not be liable for any injury or damage to persons or property caused by or resulting from steam, electricity, gas, water, or from any injury or damage resulting or arising from any other cause or happening whatsoever not due to the negligence of the Owner, its agents, servants, or employees.

33. **ADVERTISEMENT AND SIGNAGE:** The Owner hereby consents to the Tenant, without written prior approval by the Owner, using reasonable and appropriate advertising of the services being offered by the Tenant at and on the Premises, during the Initial Term and any extensions thereof. Subject to the Owner's written approval and the approval of all applicable governmental authorities having jurisdiction over signage, the Tenant may, at its sole cost and expense, install signage the size, design, exact location and type of construction of which shall conform to and be subject to any applicable governmental authority including the Owner's approval to be given at its sole discretion. The Tenant shall, at its cost, maintain such approved signs in good order, condition and repair. The Tenant will remove all signs at the termination of this Agreement and will repair any damage caused by such removal to the Owner's satisfaction.

34. **MEMORANDUM OF LEASE, RECORDATION:** The Parties will at any time, at the request of either of them, promptly execute an instrument in recordable form, which will constitute a short form "Memorandum of the Lease" setting forth a description of the Premises, the Effective or Commencement Dates, the Term of this Agreement and any other portions thereof, excepting the rental provisions.

35. **RECITALS:** The recitals to this Agreement are true and correct and are incorporated herein by this reference.

36. **EXHIBITS:** The Exhibits annexed hereto are true and correct and are incorporated herein by this reference.

37. **QUIET ENJOYMENT:** Subject to the terms, covenants and conditions of this Agreement, the Owner covenants and agrees that Tenant may peacefully and quietly have, hold, and enjoy the Premises without hindrance, ejection or molestation by any person lawfully claiming under Owner.

38. **ENTIRE AGREEMENT:** This instrument constitutes the entire Agreement between the Parties, and it shall not be amended, altered, or changed except by a written agreement executed by the Parties hereto.

39. **TIME PERIODS:** For purposes of all time requirements and limits hereunder, any time requirement reference to days other than "business days" shall mean actual "calendar days" which shall include each day after the day from which the period commences. All time requirements referenced as "business days" shall include each day after the day from which the period commences excluding any

Saturday, Sunday or legal holiday. If the final day of any such time period falls on a Saturday, Sunday or legal holiday in the jurisdiction where the Premises is located or the jurisdiction to which notices to the Parties are to be sent, such period shall extend to the first business day thereafter.

40. **FORCE MAJEURE:** In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of fire or other casualty, strikes, lockouts, labor troubles or shortages, material shortages, any moratorium or other governmental or court imposed restrictions, riots, criminal acts, food borne illness, insurrection, war, adverse and unusual weather conditions, vandalism, defective materials or work by third party contractors, jobsite accidents, the breach of the other party of its obligations under this Agreement, or other reason of like nature beyond the reasonable control of the party delayed in such performance (each a "Force Majeure Event"), then (a) the period for performance shall be extended by the period of time equivalent to the delay caused by such Force Majeure Event or (b) performance shall be excused during the period of non-performance caused by such Force Majeure Event, as applicable. Notwithstanding the foregoing, any extension of time for a Force Majeure Event shall be conditioned upon the party seeking an extension of time delivering written notice of such Force Majeure Event to the other party within ten (10) days of the commencement of the delay caused by the Force Majeure Event. This Section shall not apply to any obligation to pay any sums due under this Agreement and the lack of the financial ability to perform shall not constitute a Force Majeure Event.

41. **CONSTRUCTION OF AGREEMENT:** This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party drafting this Agreement. Each covenant, agreement, obligation, or other provision of this Agreement shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making same, not dependent on any other provisions of this Agreement unless otherwise expressly provided.

42. **BROKERAGE:** The Parties represent to each other that neither of them have had any dealings with any broker or agent in connection with this Agreement, it being understood and agreed that, each party will hold the other harmless and indemnify each other from and against any and all costs, expenses or liability for any compensation, commissions and charges claimed by any broker or agent in respect of this Agreement or the negotiation thereof with whom either party had dealings.

43. **OWNER'S COOPERATION:** Anything to the contrary contained herein notwithstanding, the Owner agrees to cooperate with the Tenant in connection with all of the various approvals and permits which the Tenant will be required to obtain from the Owner, or any of its various departments.

44. **COUNTERPARTS:** This Agreement may be executed in any number of identical counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument. For purposes of executing this Agreement, a document signed and transmitted by facsimile machine shall be treated as an original document, the signature of any party thereon shall be considered as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness: Maybeth Buxelaire
(print or type name beneath signature)

Witness: Nancy Johnson
(print or type name beneath signature)

OWNER: THE HOUSING AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA

By: Rosetta Bartell

Name: Rosetta Bartell
(print or type name beneath signature)

Title: Interim Executive Director

Date: 8/3/22

APPROVED AS TO FORM AND CORRECTNESS

By: _____
Housing Authority Attorney

Signed, sealed and delivered in the presence of:

Witness: Brittany Meredith
(print or type name beneath signature)

Witness: Rebecca Mondoño
(print or type name beneath signature)

TENANT: CITY OF FORT PIERCE, A MUNICIPAL CORPORATION

By: Linda Hudson

Name: Linda Hudson, Mayor
(print or type name beneath signature)

Date: 10/3/2022

Attest:

By: Linda W. Cox
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

By: _____
City Attorney

EXHIBIT TO AGREEMENT

EXHIBIT "A" Insurance Requirements

Tenant shall maintain at all times during the lease term, at Tenant's cost, general liability insurance protecting Tenant and Owner against bodily injury and property damage claims and demands that may arise or be claimed on account of Tenant's use of the premises. The limit of liability for such coverage shall be at least One Million ($1,000,000.00) Dollars per occurrence, and One Million ($1,000,000.00) Dollars in the aggregate. In addition, the insurance policy must provide coverage of at least One Hundred Thousand ($100,000.00) Dollars for damages to rented premises. The insurance shall be written by a company or companies acceptable to Owner, authorized to engage in the business of general liability insurance in the State of Florida. Tenant shall provide to Owner annual certificates of insurance demonstrating that the insurance is current and upon written request from Owner copies of any insurance policies issued. The Certificate of Insurance shall provide that the carrier will provide thirty (30) day written notice to Owner before cancellation of the policy shall be effected. The provisions herein shall in no way or manner deny to Tenant the defense of sovereign immunity for the limitation of liability.

It shall be the sole responsibility of Owner to maintain property insurance coverage on the building and improvements on the demised premises, including all alterations and additions. Property insurance provided by Owner shall not be required to provide coverage for loss or damage to Tenant's contents. It shall be the sole responsibility of Tenant to provide property insurance coverage to pay for loss or damage to Tenant's contents in the demised premises. If Tenant elects to maintain such coverage on Tenant's contents such coverage shall be paid for by Tenant.

If Tenant fails to furnish policies or certificates showing policies to be paid in full as provided in this lease, Owner may obtain the insurance and the premiums for that insurance will be deemed additional rental to be paid by the Tenant to Owner on demand. In addition, a failure to furnish all necessary policies and certificates shall be considered a default under the terms of this lease.

The Tenant shall have any and all insurers of the Premises amend their policies to name The Housing Authority of the City of Fort Pierce, Florida as an additional insured during the term of this Agreement, and any extensions thereof. The Tenant shall provide Owner at the time of lease signing with written evidence that Tenant has complied with this obligation.

The Tenant shall notify The Housing Authority of the City of Fort Pierce, Florida within thirty (30) days of any change to the policies insuring the Premises, including but not necessarily limited to cancellation of the policy or lower of the policy coverage amounts during the term of this Agreement, and any extensions thereof.

FIRST AMENDMENT TO THE LEASE AGREEMENT
BETWEEN THE CITY OF FORT PIERCE AND
THE HOUSING AUTHORITY OF THE CITY OF FORT PIERCE

This First Amendment to the Lease Agreement (hereinafter referred to as the "Amendment") is made and entered into this ____ day of _____, 20___ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "Tenant") and the Housing Authority of the City of Fort Pierce, Florida**,** whose principal address is 511 Orange Avenue, Fort Pierce, FL 34950 (hereinafter referred to as "Owner"), (collectively referred to as the "Parties").

RECITALS:

WHEREAS, on October 3, 2022, the Parties entered into a Lease Agreement for Owner's property located at 2304 Avenue I, Fort Pierce, Florida 34950 (hereinafter referred to as the "Premises") to be used and operated as a Neighborhood Police Sub-station (hereinafter referred to as the "RICH House") by the Tenant; and

WHEREAS, the Parties now mutually desire to amend the Lease Agreement to exercise a one (1) year renewal option to extend the Term Period to ensure the uninterrupted operation of the RICH House**,** and

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Term**. Pursuant to Section 2 ("Term") of the Lease Agreement, the Term Period shall be renewed for one (1) year commencing September 15, 2025, and shall remain in full force and effect, unless otherwise extended or terminated in writing. One (1) additional one (1) year renewal option remains under the Term.

3. **Effective Date**. This First Amendment shall be effective upon execution by the Parties.

4. **Conflicts/Amendment**. Except as otherwise set forth herein, the terms and conditions of the Lease Agreement shall remain in full force and effect between the Parties. In the case of a perceived conflict between the terms of the Lease Agreement and this Amendment, this Amendment shall govern.

5. **Counterparts.** The Parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in "portable document format" (".pdf") form are acceptable and shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

[Rest of page intentionally left blank]

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

OWNER: THE HOUSING AUTHORITY OF THE CITY OF FORT PIERCE

By: _____

Print:_____

Title:_____

Today's Date:_____

ATTEST:

_____

Linda Cox, City Clerk

TENANT: CITY OF FORT PIERCE

_____

Linda Hudson, Mayor

_____

Date

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara K. Hedges, Esq., City Attorney

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

Meeting Date: 11/17/2025

Re: Lease Agreement for A Temporary Parking Lot at Avenue E and Indian River Drive

Submitted For: Jason Atkinson, Director of Public Works, Public Works

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SUBJECT:

Approval of Lease Agreement with Glynda Cavalcanti and Marlene Howard for a Temporary Parking Lot at Avenue E and Indian River Drive in the amount equal to the annual property taxes ($3,250.93 for 2025) for a period of two years with an option of a one-year renewal.

SUMMARY:

During the City Commission Meeting held on June 2, 2025, the Commission expressed a desire to increase parking availability in the downtown area by establishing temporary parking spaces at the site located at Avenue E and Indian River Drive (Parcel ID: 2403-801-0016-000-7). The property owners, Glynda Cavalcanti and Marlene Howard, have agreed to lease the site to the City for a period of two years, with an option for a one-year renewal.

The City's financial obligations will include rental payments equivalent to the property taxes, which for 2025 amount to $3,250.93. Additionally, the City will be responsible for maintaining general commercial liability insurance for the site. The estimated construction costs for the project are projected to be $20,000.

RECOMMENDATION:

Approval of the lease agreement for a temporary parking lot at Avenue E and Indian River Drive.

ALTERNATIVES:

City staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Marsha Commond, Special Projects Coordinator
Jason Atkinson, Public Works Director

COORDINATED WITH:

Glynda Cavalcanti, Property Owner
Marlene Howard, Property Owner
Sara Hedges, City Attorney
Richard Chess, City Manager
Karen Logue, Chief Accountant

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025-2026
Account: 0016000-549900
Amount: $20,000
OTHER INFORMATION:
This will cover construction costs.

Budgeted Y/N: Y
Fiscal Year: 2025-2026
Account: 0016000-544300
Amount: Estimate: $6,500
OTHER INFORMATION:
The 2025 tax bill is $3,250.93. The assessment for the 2026 tax bill is not yet available, and it should be noted that the tax bill varies annually.

Attachments

Lease Agreement
Exhibit A
Exhibit B
RLS Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	11/06/2025 12:18 PM
Finance Department	Johnna Morris	11/06/2025 05:25 PM
City Manager	Richard Chess	11/07/2025 04:17 PM
Form Started By: Marsha Commond		Started On: 11/05/2025 02:36 PM
Final Approval Date: 11/07/2025		

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease" or "Agreement") entered into this 17th day of November, 2025 ("Effective Date") by and between **GLYNDA CAVALCANTI** and **MARLENE HOWARD** ("LANDLORD"), whose address is 511 North Indian River Drive, Fort Pierce, FL 34950; and **THE CITY OF FORT PIERCE, FLORIDA**, a Florida Municipal corporation, ("TENANT"), whose address is 100 North US 1, Fort Pierce, Florida, 34950.

WITNESSETH:

LANDLORD, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by both parties, does demise and lease to TENANT and TENANT rents from LANDLORD certain real property in Fort Pierce, Florida, legally described as Indian River Memorial Park Tracts P And Q (Map 24/10A) (Or 1400-1411; 4030-853) (Parcel ID: 2403-801-0016-000-7) consisting of one (1) parcel as shown and depicted on the attached **Exhibit "A"** (Proposed Lease Area), with a general description of the parking lot and improvements to be constructed and maintained thereon (Temporary Parking Area) depicted on **Exhibit "B"**, said property hereafter referred to in this Lease as the "Demised Premises", subject to all existing zoning and building restrictions and regulations and the provisions and clauses of this Lease.

1. INITIAL TERM: The term of this Lease shall be for a period of twenty-four (24) months ("Initial Term") commencing upon the Effective Date, unless extended or terminated as provided for herein.

2. EXTENSION TERM: TENANT is also granted the option of extending this Lease for one additional year (Extension Term) provided TENANT furnishes written notice to LANDLORD at least thirty (30) days prior to the expiration of the Initial Term that TENANT is still in need of the property for temporary parking. The option of an Extension Term shall be void if LANDLORD is unable to deliver possession of the Demised Premises due to having entered a *bona fide* contract to sell the subject property prior to the Extension Term.

3. TERMINATION OF LEASE: Either LANDLORD or TENANT may terminate this Lease at any time after the Initial Term providing thirty (30) days written notice to the other party in the manner provided in Section 11. TENANT shall be responsible for pro-rata rent for each month the Demised Premises are occupied.

4. RENT: Rent shall be calculated as follows: TENANT shall pay rent in a sum equal to all real estate taxes assessed on the Demised Premises during the Term. Real estate taxes shall include all taxes, items, and assessments that appear on the real estate tax bill as issued by the St. Lucie County Tax Collector. Such payments of rent shall be paid quarterly in advance on an estimated basis with adjustments made within thirty (30) days of the posting or receipt of the annual tax bill. All taxes and assessments, payable on an annual basis, are to be pro-rated monthly by the parties hereto for the year(s) comprising the Term, if any, as well as the year in which this Lease is terminated.

Emailed 11/5/25 KBB

5. INSURANCE: TENANT shall maintain its currently existing General Liability insurance coverages of $200,000 each person/$300,000 each occurrence with coverages for Bodily Injury, Property Damage, and Personal Injury, in addition to Broad Form Property Damage also provided under TENANT'S current policy. Upon request, TENANT shall furnish LANDLORD with executed Certificates of Insurance showing that such insurance is in full force and effect the earlier of the beginning of the lease term or fifteen (15) days after the execution of this Lease Agreement. TENANT shall provide a minimum of sixty (60) days' notice to LANDLORD prior to cancellation or termination of any insurance policy required under this Lease.

6. LATE CHARGES: The TENANT covenants and agrees to pay LANDLORD a late charge of five (5%) percent of each quarterly installment of all rents if not paid within thirty (30) days of its due date. LANDLORD expressly reserves all other rights and remedies provided under this Lease Agreement or Florida law.

7. USE OF PREMISES: TENANT will use and occupy the Demised Premises solely for the purpose of constructing and maintaining a temporary parking lot for the parking of motor vehicles and for no other purpose or use whatsoever except as agreed to in writing by LANDLORD. During the term of this Lease TENANT shall maintain the property as may be required by all government authorities and collect and control trash and refuse. TENANT shall comply with all environmental rules and regulations applicable to temporary parking facilities. TENANT shall make no alterations or additions except as depicted on Exhibit "B" without prior written consent of LANDLORD. The TENANT shall permit no waste to the Demised Premises and shall return the Demised Premises to LANDLORD at the end of the term in as-is condition at the time subject to removal of the rope and post fencing. The TENANT shall comply with all laws, ordinances and obligations imposed by all governmental authorities during the term of the Lease, including maintaining the grass and flora on the property as may be necessary.

Notwithstanding the foregoing, it is anticipated TENANT shall make certain improvements for access and parking and LANDLORD shall not unreasonably withhold written consent in connection with same.

TENANT shall obtain all necessary permits from any and all governmental agencies necessary for the operation of the premises as a temporary parking lot.

8. ASSIGNMENT AND SUBLETTING: TENANT shall not assign or sublet this Lease without the written consent of the LANDLORD.

9. LIABILITY: Each party shall assume the responsibility and liability for acts and omissions of its own officials, employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each party to this agreement shall be liable (if at all) only for the acts or omissions of its own officials, employees, deputies, officers, or agents that occur within the scope of their official duties. The TENANT acknowledges that it has fully inspected the property and agrees to accept it in an as-is condition and shall be responsible for all maintenance of the property during the term of the Lease and absolves the LANDLORD from any obligations in connection therewith. As between TENANT and LANDLORD, TENANT shall be responsible for all loss, damage, claim, demand, liability,

or expense by reason of damage to person or property which may arise or be claimed to have arisen during the term of this Lease as a result of any act, omission, or negligence of TENANT. Provided, however, that regardless of whether any such obligations are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of TENANT under this provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes. Nothing herein is intended to be or is to be construed as a waiver by TENANT of its sovereign immunity under Section 768.28, Florida Statutes, or to increase the limits therein.

10. ENVIRONMENTAL COVENANTS: As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental agency having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act.

During the term of this Lease, TENANT shall not allow the presence, use, storage and/or disposal of any Hazardous Material, on or under the Demised Premises by TENANT, its agents, employees, business invitees, or contractors. TENANT shall not install or permit the installation of any underground storage tanks on the Demised Premises.

11. NOTICES: All notices required to be served upon the LANDLORD or TENANT shall be served by hand delivery or by registered or certified mail, return receipt requested, to the following:

LANDLORD:
GLYNDA CAVALCANTI
MARLENE HOWARD
511 North Indian River Drive
Fort Pierce FL, 34950

Copy To:
_____
_____
_____
_____

TENANT:
CITY OF FORT PIERCE
c/o Richard Chess, City Manager
100 North US 1
P.O. Box 1480
Fort Pierce, FL 34954

Copy To:
Sara Hedges, City Attorney
100 North US 1
P.O. Box 1480
Fort Pierce, FL 34954

12. JOINT VENTURE: It is specifically understood and agreed that nothing in this Lease Agreement shall be construed as creating a joint venture, partnership, or other relationship between the parties to this agreement other than LANDLORD and TENANT.

13. ENTIRE AGREEMENT: This Lease contains the entire and sole agreement between the parties hereto relative to the lease of the Demised Premises and may be modified only by an agreement in writing executed by LANDLORD and TENANT with the same formalities as this Lease. This Agreement supersedes all prior agreements, whether verbal or written, between LANDLORD and TENANT with respect to the Demised Premises. The Agreement shall be binding on the parties hereto, their respective heirs, successors, and assigns as permitted.

14. TIME OF THE ESSENCE: It is specifically agreed that the timely payment of each and every installment of rent and performance of each and every one of the terms, covenants and conditions hereof is of the essence of this Lease.

15. COUNTERPARTS: This Agreement may be executed by the parties listed below in multiple original counterparts, each of which shall be deemed an original, but all of which together shall constitute a single original Agreement. Facsimile and electronic signatures shall be acceptable and deemed originals.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this Lease as of the day and year first above written.

WITNESSES AS TO LANDLORD:

Print Name: Kellie Beebe

Print Name: _____

Print Name: Kayla Phillips

LANDLORD GLYNDA CAVALCANTI:

By: Glynda W Cavalcanti

Print Name: Glynda W Cavalcanti

Date: 11/5/25

LANDLORD MARLENE HOWARD:

By: Marlene Howard

Print Name: Marlene Howard

Date: 11/05/25

WITNESSES AS TO TENANT:

Print Name: _____

Print Name: _____

TENANT:

CITY OF FORT PIERCE, FLORIDA

By: _____

Linda Hudson, Mayor

Date: _____

ATTEST:

Linda Cox, City Clerk

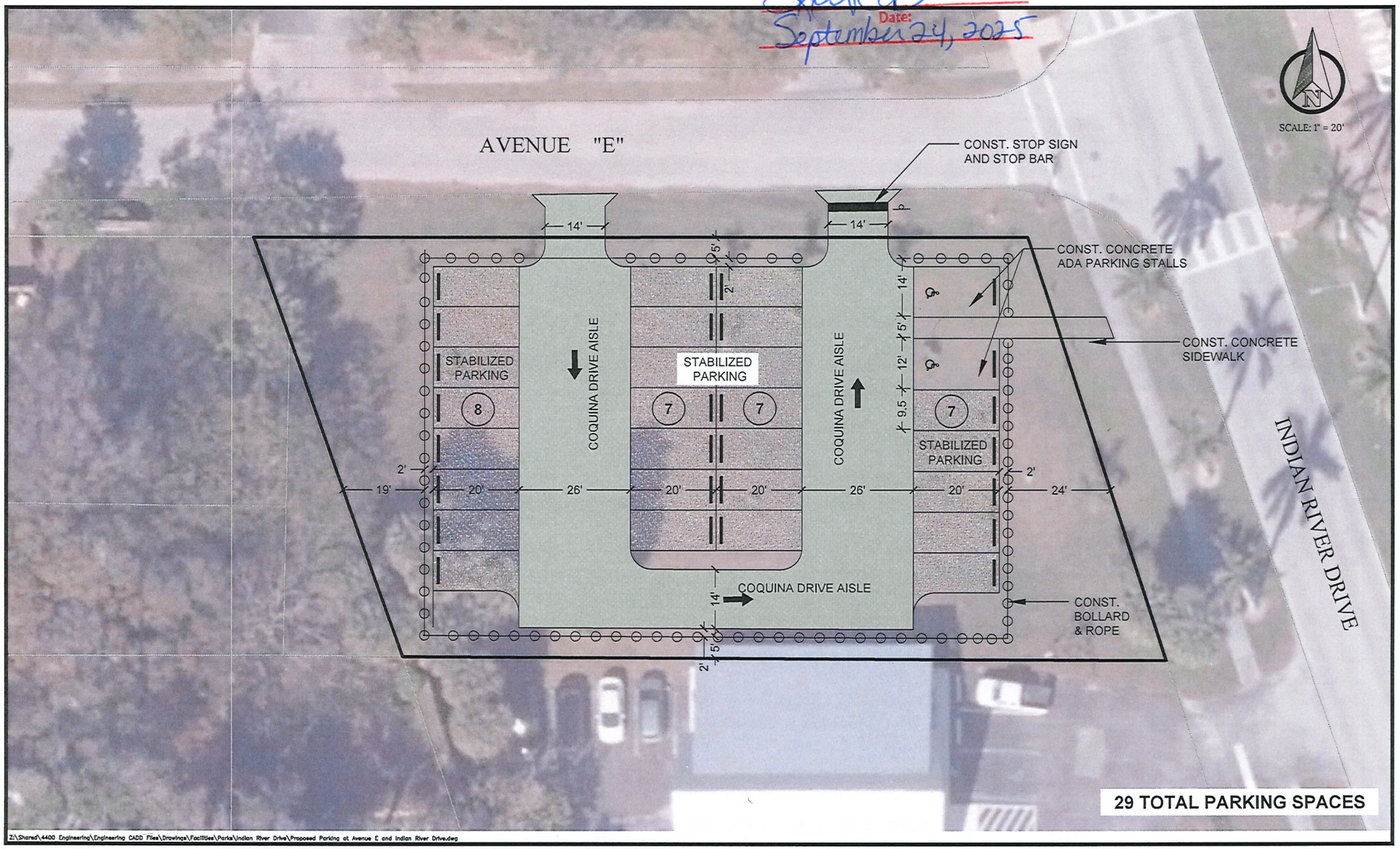
APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

Exhibit A: Proposed Leased Area



CITY OF FORT PIERCE
Planning & Zoning Dept
APPROVED
Reviewed by:
Date: September 24, 2025



Z:\Shared\4400 Engineering\Engineering CADD Files\Drawings\Facilities\Parks\Indian River Drive\Proposed Parking at Avenue E and Indian River Drive.dwg

THE SUNRISE CITY FORT PIERCE Florida ENGINEERING DEPARTMENT

PROPOSED PARKING AT AVENUE "E" AND INDIAN RIVER DRIVE

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MARSHA COMMOND, SPECIAL PROJECTS COORDINATOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: LEASE AGREEMENT FOR TEMPORARY PARKING AT AVE E AND INDIAN RIVER DRIVE

CAO RLS FILE: RLS 25-304

DATE: NOVEMBER 4, 2025

I have reviewed the above Request for Legal Services (RLS) related to a Lease Agreement for Temporary Parking. I have reviewed the Lease Agreement and made suggested changes. The Lease Agreement has been uploaded in a Track Changes and Clean Copy format. 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 **11. F.**

Meeting Date: 11/17/2025

Re: Approval of Change Order for SHIP Residential Rehabilitation Project – Bid No. 2025-027

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

SUBJECT:

Approval of expenditure to increase Purchase Order No. 260203 for De La Hoz Builders, Inc. in the amount of $11,324.00 to provide rehabilitation services for 902 Hickory St, Fort Pierce 34947, total project cost from $83,590.00 to $94,914.00.

SUMMARY:

Competitive bids were invited for Bid No. 2025-027 — SHIP Residential Rehabilitation of 902 Hickory Street. On July 7, 2025, the City Commission approved a recommendation to award the contract to the most responsive bidder. The initial bid response of **$111,785.00** exceeded the maximum award amount of **$100,000.00**.

The scope of work was revised, eliminating the renovation of the second bathroom and the replacement of kitchen cabinets and the sink, reducing the bid response to a total of **$83,590.00**. In an attempt to adequately address the plumbing issue, the contractor will have to remove and replace one of the custom kitchen cabinets, cap plumbing lines, level the flooring beneath the cabinet, update laminate countertop at the sink area only, repair cabinets on the other side reface existing laminate countertop to match new countertop, replace the sink and faucet, reinstall appliances and door knobs, and removal of debris.

RECOMMENDATION:

The Grants Administration Division recommends the approval of the change order.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Grants Administration Division

COORDINATED WITH:

Purchasing Division

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2024 -2025

Account: 1059002

Amount: 94914.00

OTHER INFORMATION:

The required funds will be provided from SHIP — Residential Rehabilitation account 1059002–583100.

Attachments

Change Order Invoice
Change Order Breakdown
Initial Agenda Item 7.7.2025
Initial Bid Tabulation
Revised Bid Tabulation
Bid Revision Email

Form Review

Inbox	Reviewed By	Date
Finance Department	Donnella Clarke	11/05/2025 04:51 PM
Finance Department	Johnna Morris	11/06/2025 09:30 AM
City Manager	Richard Chess	11/06/2025 01:00 PM
Form Started By: Donnella Clarke		Started On: 11/04/2025 02:40 PM
Final Approval Date: 11/06/2025		

DE LA HOZ BUILDERS, INC.
GENERAL CONTRACTOR CGC1514151
(772) 228 9723 PHONE
(772) 589 8127 FAX
E-mail : hilda@delahozbuilders.com

CHANGE ORDER

Date
10/2/2025

Owner / Address
FT Pierce CDBG 902 Hickory St Ft Pierce, FL 34947

Project

Description	Qty	Rate	Total
Change order to add Additional work to Bid No. 2025-027 902 Hickory St, Ft Pierce, FL 34947			
Materials and Labor for the following Scope of Work:			
KITCHEN CABINETS REPAIR & REPLACE		11,324.00	11,324.00
Demo Cabinets + Remove contents Cap plumbing lines as needed Level flooring as needed New cabinets at the sink area only New Laminate countertop at the sink area only Repairs cabinets to the other side Reface existing laminate countertop to the other side to match new countertop Door hardware to cabinets New kitchen sink & faucet + plumbing shut off valves Re-install appliances Debris Removal			
Owner authorization: Mary Jackson Mary Jackson			
	Total		$11,324.00

Please sign this contract to authorize the job : _____

DE LA HOZ BUILDERS, INC
City of Ft Pierce CDBG Program
Bid # 2025-027 - 902 Hickory St, Ft Pierce, FL 34947

CHANGE ORDER PROPOSAL ITIMIZED
KITCHEN CABINETS

	MATERIALS	LABOR	TOTAL
Demo Cabinets + Remove contents	$ 130.00	$ 260.00	**$ 390.00**
Cap lines + cap dishwasher (plumbing + electric) as needed	$ 130.00	$ 353.00	**$ 483.00**
Level flooring as needed	$ 130.00	$ 260.00	**$ 390.00**
New cabinets at the sink area only	$ 2,243.00	$ 950.00	**$ 3,193.00**
New Laminate countertop at the sink area only	$ 650.00	$ 650.00	**$ 1,300.00**
Repairs cabinets to the other side	$ 780.00	$ 780.00	**$ 1,560.00**
Reface cabinets to the other side to match new countertop	$ 650.00	$ 800.00	**$ 1,450.00**
Door hardware	$ 130.00	$ 338.00	**$ 468.00**
New kitchen sink & faucet + plumbing shut off valves	$ 650.00	$ 780.00	**$ 1,430.00**
Re-install appliances + door knobs	$ 65.00	$ 195.00	**$ 260.00**
Debris Removal	$ 150.00	$ 250.00	**$ 400.00**
TOTAL KITCHEN CABINETS REPAIRS	**$ 5,708.00**	**$ 5,616.00**	**$ 11,324.00**

City Commission Regular Meeting - 5:05 PM **Agenda Item # 11.A.**
Meeting Date: 07/07/2025
Re: Approval of Bid No. 2025-027 - SHIP Residential Rehabilitation of 902 Hickory Street
Submitted For: Donnella Clarke, Grants Administration Manager, Community and Economic Dev

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

SUMMARY:
On February 19, 2025, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on February 28 and March 7, 2025, with a scheduled opening at 3:00 PM on March 24, 2025. The invitation was sent to 610 vendors. Six (6) vendors requested specifications with two (2) responding (33.33%) plus 0 “No Bid” (33.33% total response).

Telco Investments submitted the lowest bid; however, the firm did not fully comply with the insurance requirements outlined in the bid documents. Therefore, we are unable to proceed with awarding any contracts to this firm at this time.

De La Hoz Builders, Inc. agreed to revise the scope of work to exclude the renovation of Bathroom #2 and the replacement of the kitchen cabinets and sink. These revisions brought the total proposal to $83,590.00, aligning with the approved residential rehabilitation budget, which must remain below $100,000. As a result, De La Hoz Builders, Inc., was determined to be the most responsive bid.

RECOMMENDATION:
Staff request authorization to award Bid No. 2025-027 - SHIP Residential Rehabilitation - 902 Hickory Street, to the second lowest bidder De La Hoz Builders, Inc., in the amount not to exceed $83,590.00

ALTERNATIVES:
Staff will proceed as directed by City Commission.

RESPONSIBLE STAFF:
Donnella Clarke, Grants Manager, City of Fort Pierce

COORDINATED WITH:
Purchasing Division

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2023-2024
Account: 1059002
Amount: 83,590.00
OTHER INFORMATION:
Approval to award Bid No. 2025-027 for SHIP Residential Rehabilitation for 902 Hickory Street, Fort Pierce, FL to De La Hoz Builders, Inc. in an amount not to exceed $83,590.00

Attachments

Recommendation for Award Letter
Bid Tabulation Memo
Submittal - De La Hoz Builders, Inc
Submittal - Telco Investment
Bid Revision Response Form
Email Response to Bid 2025-027 Revision

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	06/05/2025 05:09 PM
City Manager	Donnella Clarke	06/25/2025 01:18 PM
City Manager	Richard Chess	07/01/2025 12:27 PM

Form Started By: Donnella Clarke Started On: 06/05/2025 03:19 PM
Final Approval Date: 07/01/2025

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

TO: **Kimberlee Henton, Community Resource Specialist**

FROM: **Monica Gonzales, Purchasing Specialist,** *Monica Gonzales*

SUBJECT: **Bid No. 2025-027– SHIP Residential Rehabilitation – 902 Hickory Street**

DATE: **March 26, 2025**

On February 19, 2025, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on February 28 and March 7, 2025, with a scheduled opening at 3:00 PM on March 24, 2025.

Respondents are now able to submit bids electronically and the hard copy requirement has been modified. Respondents that choice to submit a hard copy are required to only submit one (1) original and one (1) PDF copy on a USB Drive.

Attached is the Tabulation Sheet and the Submittal Response Checklist for the above referenced bid. In total, One (1) submission was received electronically and one (1) hand delivered. A copy of the submittals will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 610 vendors. Six (6) vendors requested specifications with two (2) responding (33.33%) plus 0 "No Bid" (33.33% total response).

A recommendation to award form (see attached) will need to be completed and attached to the appropriate approving authority's document (City Manager's – Requisition or City Commission – Agenda Item).

The entire process including approval of Commission must be complete by **May 20, 2025**, which is the expiration date of the bid and responses.

/mg

cc: Donnella Clarke, Grants Division Manager
File

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**SHIP RESIDENTIAL REHABILITATION – 902 HICKORY STREET**
BID NUMBER:	**2025-027**
OPENING DATE:	3/24/25@ 3:00PM
RECOMMENDED AWARD:	Pending

RESPONSE
3 of 6 = 33.33%
0 "No Bids"
Total = 33.33%

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

VENDOR NAME	TOTAL BID PRICE
Telco Investments, LLC ***Boynton Beach, FL***	**$68,750.00**
De La Hoz Builders, Inc ***Sebastian, FL***	**$111,758.00**
A-1 Softwash Pressure Cleaning, LLC ***Port St Lucie, FL***	**Non-responsive**

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CHECK THE CITY'S WEBSITE, https://www.cityoffortpierce.com/223/Agendas- Minutes or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD

REVISED
BID RESPONSE FORM

Bid Item	**SHIP RESIDENTIAL REHABILITATION – 902 HICKORY STREET**		
Bid Number	**2025-027**	**Due Date & Time**	**3:00PM, MONDAY, MARCH 24, 2025**

This project should be bid on according to the housing rehabilitation specifications. The offeror agrees to furnish the following items or services to the City of Fort Pierce at the place specified, in accordance with specifications herein at the prices quoted below:

ITEM DESCRIPTION	TOTAL COST
Renovate bathroom #1 – include walk-in shower/grab rails/lights	$ 13,965.00
Renovate bathroom #2	$ 0.00
Replace kitchen cabinets and sink	$ 0.00
Remove exterior rotten wood – replace with stucco and paint	$ 5,327.00
Replace main entry door	$ 3,416.00
Replace side entry exterior door	$ 2,952.00
Replace rear door	$ 3,051.00
Replace pitch roof	$ 11,316.00
Replace/Repair fascia and soffit	$ 2,935.00
Replace 12 windows – impact	$ 19,324.00
Replace exterior & interior wall (include paint)	$ 4,130.00
Replace HVAC	$ 10,208.00
Replace air vents	$ 1,798.00
Misc plumbing repairs	$ 0.00
Repair rotten wood siding	$ 0.00
Permits	$ 5,168.00
TOTAL	$ 83,590.00

Please respond to the following questions:

This project will be completed within how many calendar days after the notice to proceed is issued.	90

Work is guaranteed for how many years?	1 year
Materials are guaranteed for how many years?	1 year

Bid Response Form
Page 2 of 2

Vendor: DE LA HOZ BUILDERS ,INC

Address: 258 Del Monte Rd

City, State, Zip Code: Sebastian, FL 32958

Email Address: hilda@delahozbuildeers.com

Typed Name & Title: HILDA DE LA HOZ / PRESIDENT

Signature: _____ **Date:** 06-05-2025

Telephone No.: 772-633-5461 **Fax No.:** _____

(*Please include Remit to address if different than address stated above)

Remit To: _____

_____

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	X
Native American	
Small Business	X
Women Owned	X
Small Disadvantage Business	X

Kimberlee Henton

From: hilda delahozbuilders.com <hilda@delahozbuilders.com>
Sent: Thursday, June 5, 2025 11:26 PM
To: Kimberlee Henton
Subject: Re: Bid Response Revision
Attachments: Bid # 2025-027 - 902 Hickory St - Bid form revision 06-05-2025 - signed.pdf

You don't often get email from hilda@delahozbuilders.com. Learn why this is important

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.

Hi Kimberlee,
FYI, Here is the updated bid form that I submitted today to Latonya Hubbart.

Hilda De La Hoz
De La Hoz Builders, Inc.

From: Kimberlee Henton <khenton@cityoffortpierce.com>
Sent: Thursday, June 5, 2025 4:20 PM
To: hilda delahozbuilders.com <hilda@delahozbuilders.com>
Subject: Bid Response Revision

Good afternoon,

Following our phone conversation today, this message is to confirm our discussion regarding the revision of the Bid Response Form for Bid #2025-027 from De La Hoz Builders, LLC.

We agreed to revise the scope of work to exclude the renovation of Bathroom #2 and the replacement of the kitchen cabinets and sink. These adjustments were made to align with the approved residential rehabilitation budget, which must remain under $100,000.

Please let us know if any further clarification or documentation is needed.

Kimberlee Henton
Reporting and Grants Specialist
Grants Administration Division | City of Fort Pierce
Phone: 772.742.9833 | 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook

City Commission Regular Meeting - 5:05 PM **12. A.**

Meeting Date: 11/17/2025

Re: Voluntary Annexation - Goose Development Fund, LLC - Parcel ID: 2434-501-0004-000-5

Submitted For: Kev Freeman, Planning Director, Planning Department

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SUBJECT:

Legislative Hearing - Ordinance 25-034 Voluntary application to extend the territorial limits of the City of Fort Pierce florida to include one (1) parcel located at or near the corner of E. South Market Avenue and S US Highway 1, containing approximately 2.03 acres. The City Future Land Use designation is General Commercial (GC) and Zoning designation is General Commercial (C-3). Parcel ID: 2434-501-0004-000-5. FIRST READING

SUMMARY:

Project#: PZANN2025-0004
Request to review a Voluntary Application for Annexation by applicant, Keith Team, representing owner, Goose Development Fund, LLC, to annex one (1) parcel of land at or near the intersection of E. Market Ave. and S. US Hwy 1. The Parcel ID is 2434-501-0004-000-5

RECOMMENDATION:

RECOMMENDATION

At the October 13th, 2025, Planning Board meeting, it was approved to move the annexation application forward to City Commission
Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area.

Staff's recommendation is for the City Commission to <u>Approve</u> the annexation application with the proposed FLU and Zoning designation.

ALTERNATIVES:

Alternative Recommendations:
1. Recommend approval with conditions
2. Recommend disapproval

RESPONSIBLE STAFF:

Kerry C. Driver - Senior Planner

COORDINATED WITH:

1. Technical Review Committee
2. Planning Board (Sept. 8th and Oct. 13th, 2025)

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 25-034
Staff Presentation
Staff Report
Applicant File
Staff Supporting Documents
Public Notice
Proof of Publication
Legal Memo
Applicant Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	11/06/2025 01:00 PM

Form Started By: Kerry Driver
Started On: 10/17/2025 10:39 AM
Final Approval Date: 11/06/2025

ORDINANCE NO. 25-034

AN **ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL, ID: 2434-501-0004-000-5 AND LOCATED AT OR NEAR THE CORNER OF E. SOUTH MARKET AVENUE AND S. US HIGHWAY 1 AND SHOWN ON EXHIBIT A**; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE FORT PIERCE ZONING DESIGNATION; ESTABLISHING THE FORT PIERCE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFILICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the estimated population of the annexation is zero (0); and

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

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

WHEREAS, the City of Fort Pierce Planning Board, at their October 13, 2025, meeting voted 7 to 7 recommend approval of the annexation; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation via certified mail to the St. Lucie County Administrator's Office on October 16, 2025, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on October 16, 2025, no fewer than ten (10) days prior to publishing or posting the ordinance notice.

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

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

a) Parcel ID: 2434-501-0004-000-5
LEGAL DESCRIPTION:

ST JAMES PARK BLK 1 LOTS 3 TO 8 INCL-LESS W 45 FT- AND ALL LOTS 9 TO 14 INCL (OR 3758-2284)
Containing 2.03 acres (more or less)

Said property containing approximately 2.03 acres and being generally located on parcel 2434-501-0004-000-5**,** Fort Pierce, FL.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2026, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation of abrogation of the land's current Saint Lucie County Property Appraiser's tax classifications and exemptions.

SECTION 3. That upon this Ordinance becoming effective, the land herein described on Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned General Commercial (C-3) and assigned a Future Land Use Designation of General Commercial (GC), as depicted on Exhibit "B" attached hereto and incorporated herein.

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

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

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

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

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

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. **25-034** was duly advertised accordance with Section 171.044(2) of the Florida Statues by display advertising St. Lucie News Tribune on Sunday, November 2, 2025 and Sunday, November 16, 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 November 17, 2025; and was duly introduced, read by title only, and passed on second and final reading December 1, 2025; by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this **XX** day of ____ 2025.

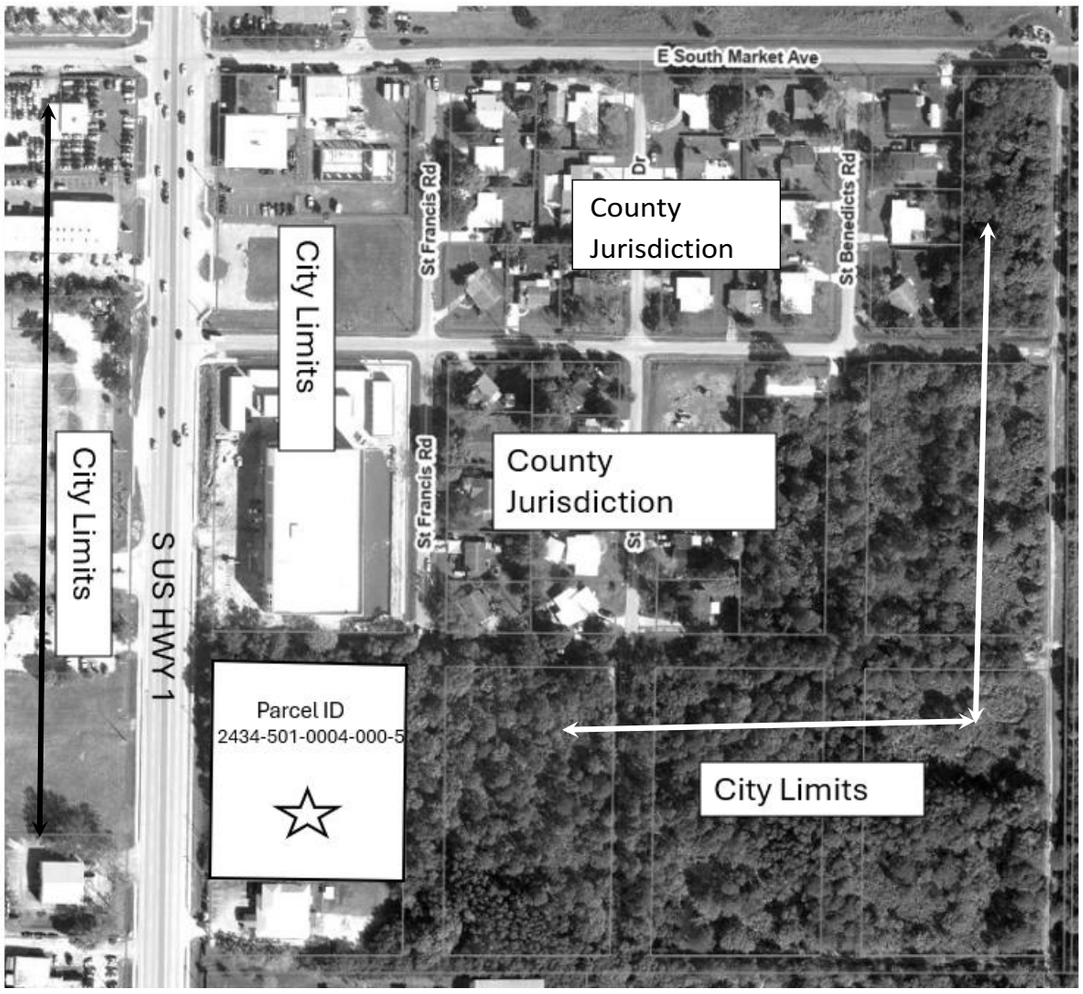
_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
City Clerk

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

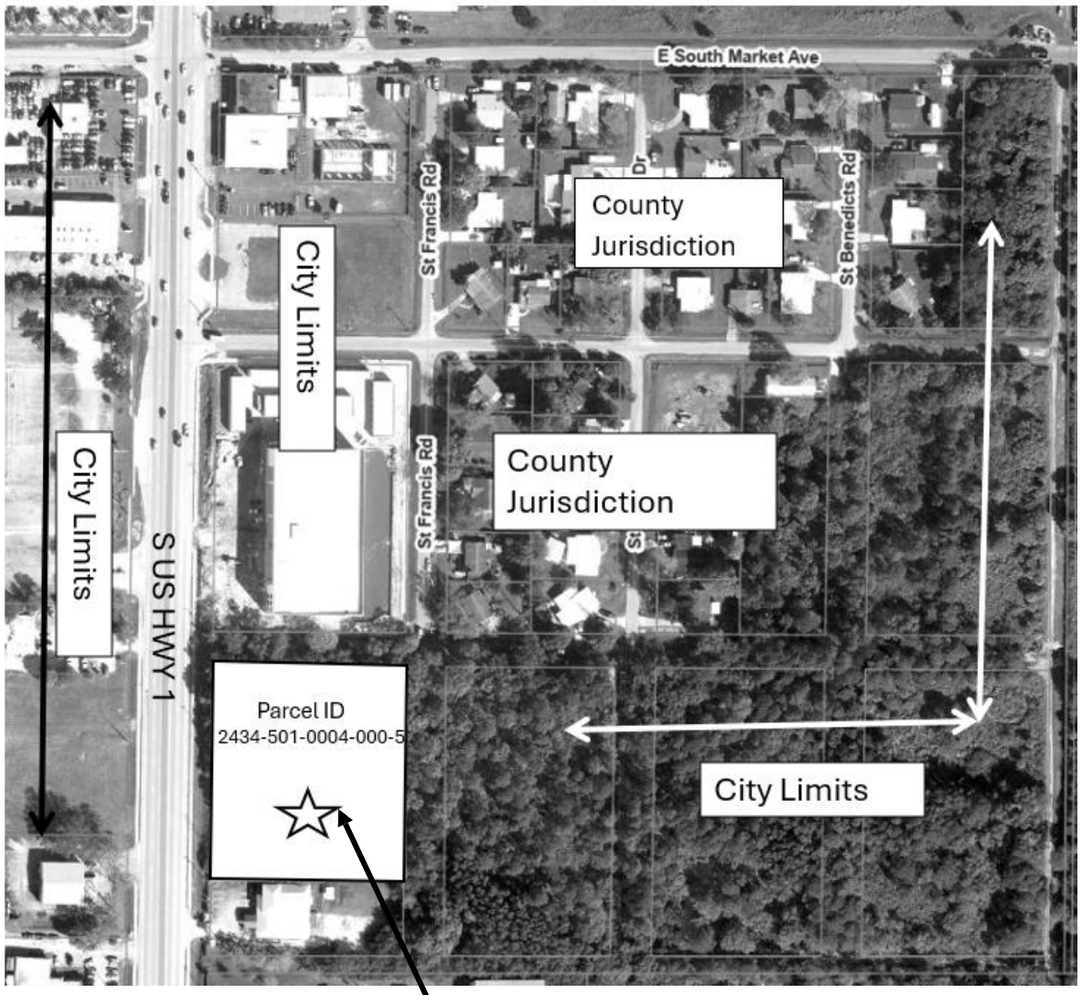


PARCEL: 2434-501-0004-000-5

ST JAMES PARK BLK 1 LOTS 3 TO 8 INCL-LESS W 45 FT- AND ALL LOTS 9 TO 14 INCL (OR 3758-2284))

Said property containing 2.03 acres, more or less

EXHIBIT B
Zoning & Future Land Use Designation Assignment



ZONING DESIGNATION OF **GENERAL COMMERCIAL (C-3)** AND
LAND USE DESIGNATION OF **GENERAL COMMERCIAL (GC)**

CITY OF FORT PIERCE

CITY COMMISSION

November 17, 2025

Annexation

Goose Development Fund, LLC

Parcel ID: 2434-501-0004-000-5

APPLICANT

Keith Team

(Sebastian Reina)

PROPERTY OWNER(S)

Goose Development Fund, LLC

PARCEL IDs:

2434-501-0004-000-5

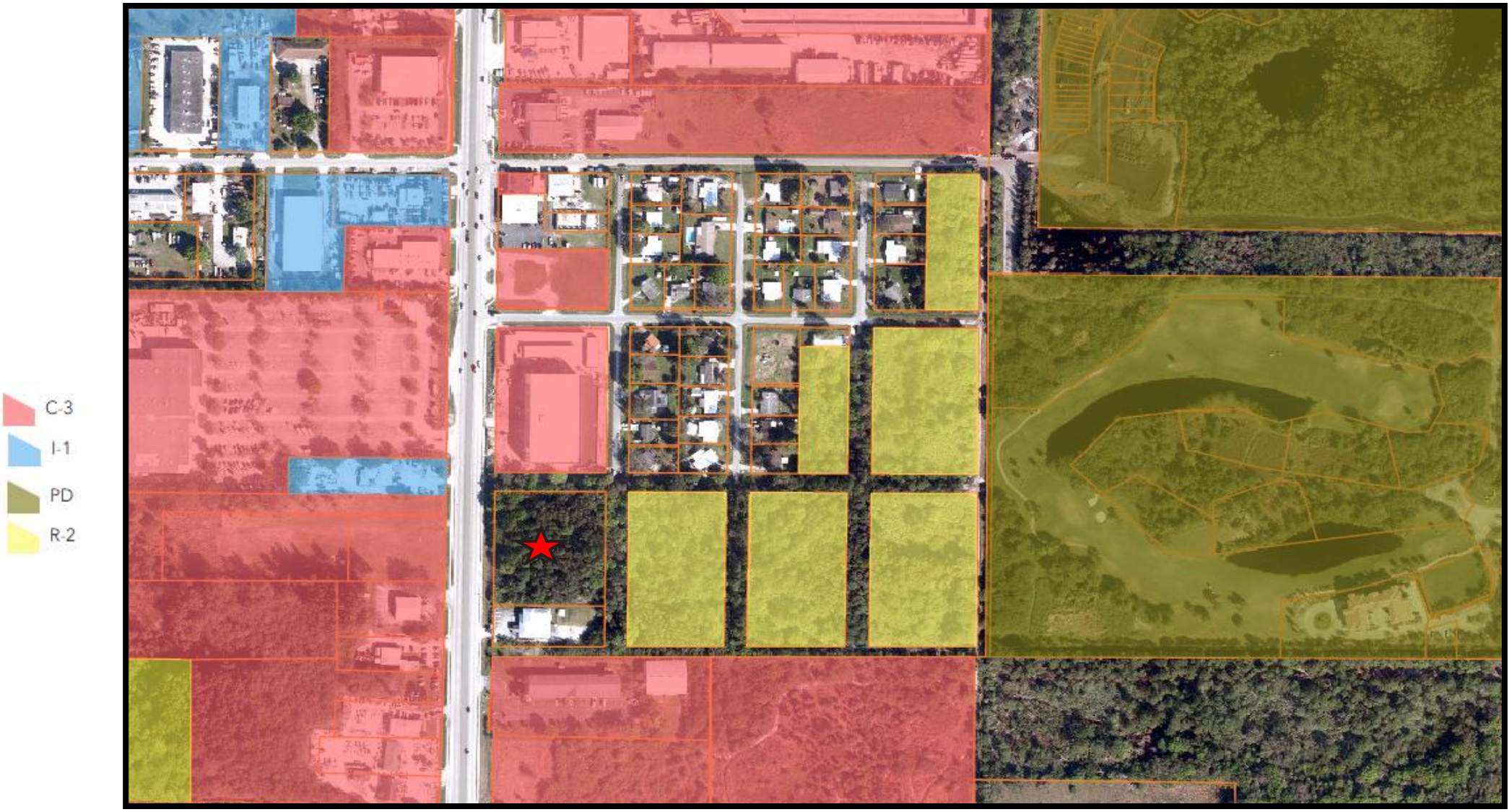
SUMMARY

Request to review a Voluntary Application for Annexation for one (1) parcel of land at or near the intersection of E. Market Ave. and S. US Hwy 1

SITE LOCATION/AREA = 2.03 +/- acres



CITY BOUNDARIES



Goose Development Fund, LLC ANNEXATION

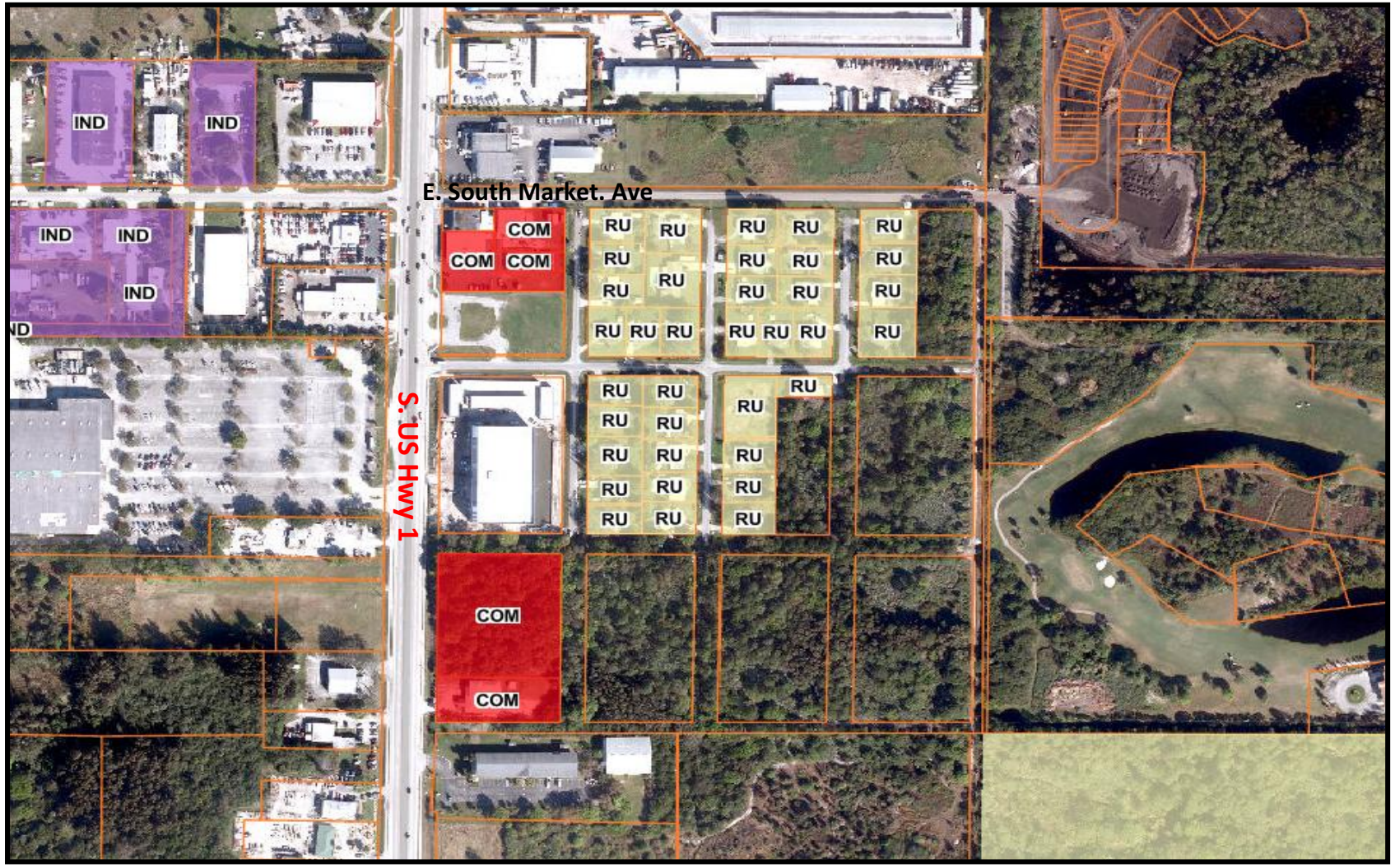
COMPREHENSIVE PLAN

Pursuant to Comprehensive Plan policy 1.11.5 “properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.” Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. Furthermore, pursuant to Chapter 171.046(1), F.S., whereas the Legislature recognizes that enclaves can create significant problems in planning, growth management, and service delivery, and therefore declares that it is the policy of the state to eliminate enclaves.

The current taxable value of the property is $34,991. Should the Application for Annexation be approved it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce if developed, depending on the millage rate per year, which currently is 6.9000.

EXISTING FUTURE LAND USE: County

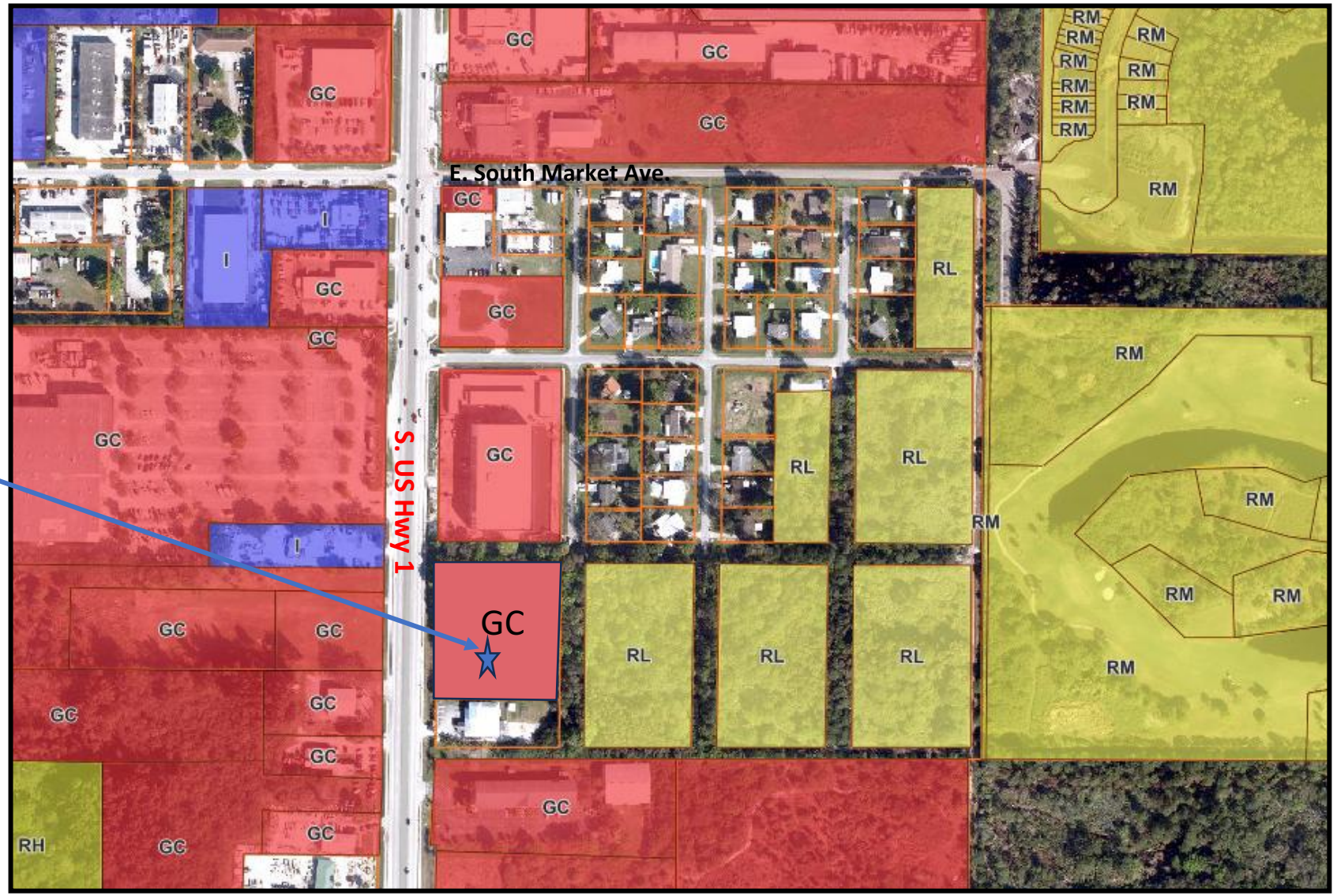
Current FLU: COM Commercial– (St. Lucie County)



Goose Development Fund, LLC ANNEXATION

PROPOSED FUTURE LAND USE: City

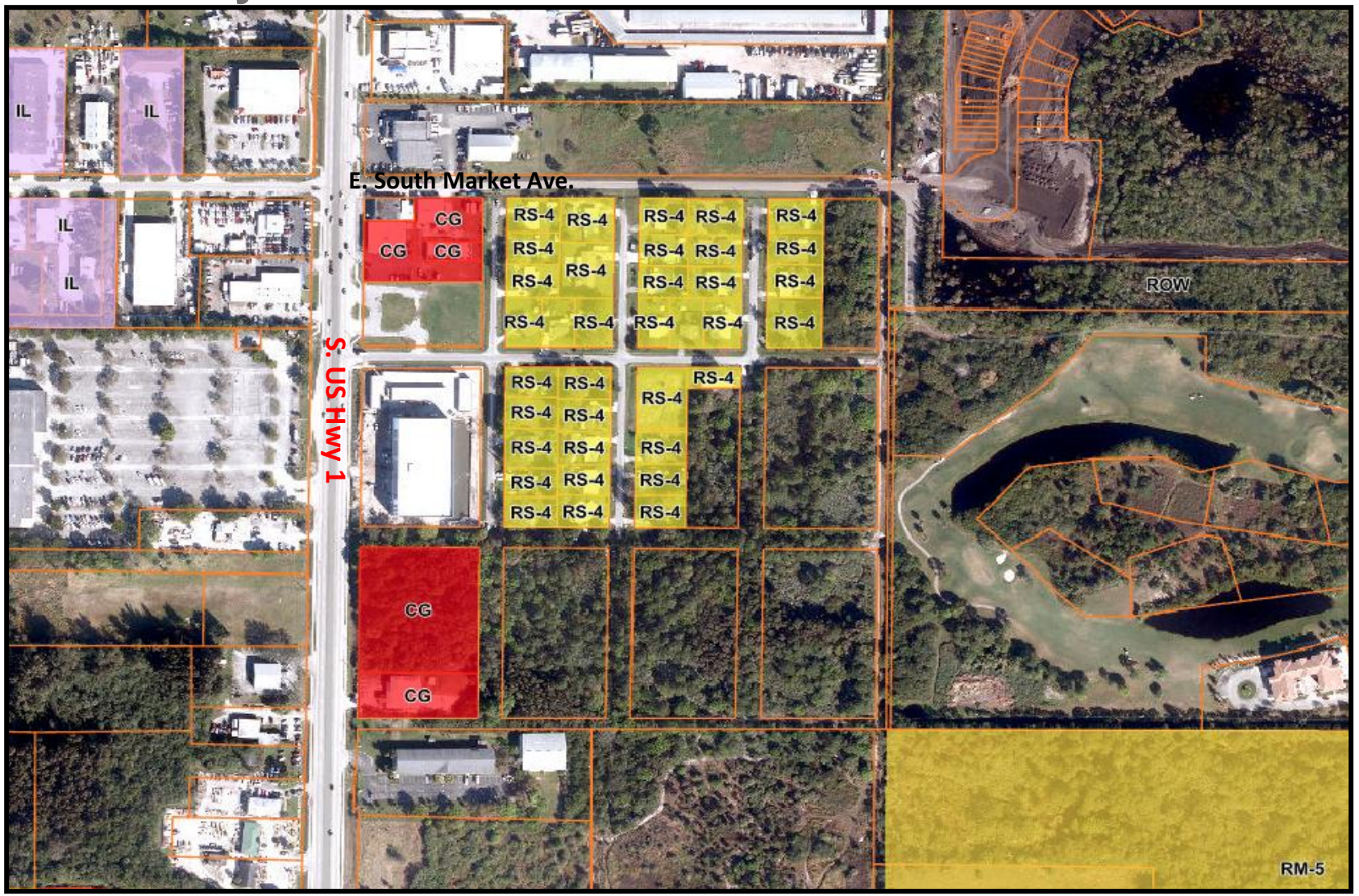
Proposed FLU: GC
(General Commercial
City of Fort Pierce)



Goose Development Fund, LLC ANNEXATION

EXISTING ZONING: County

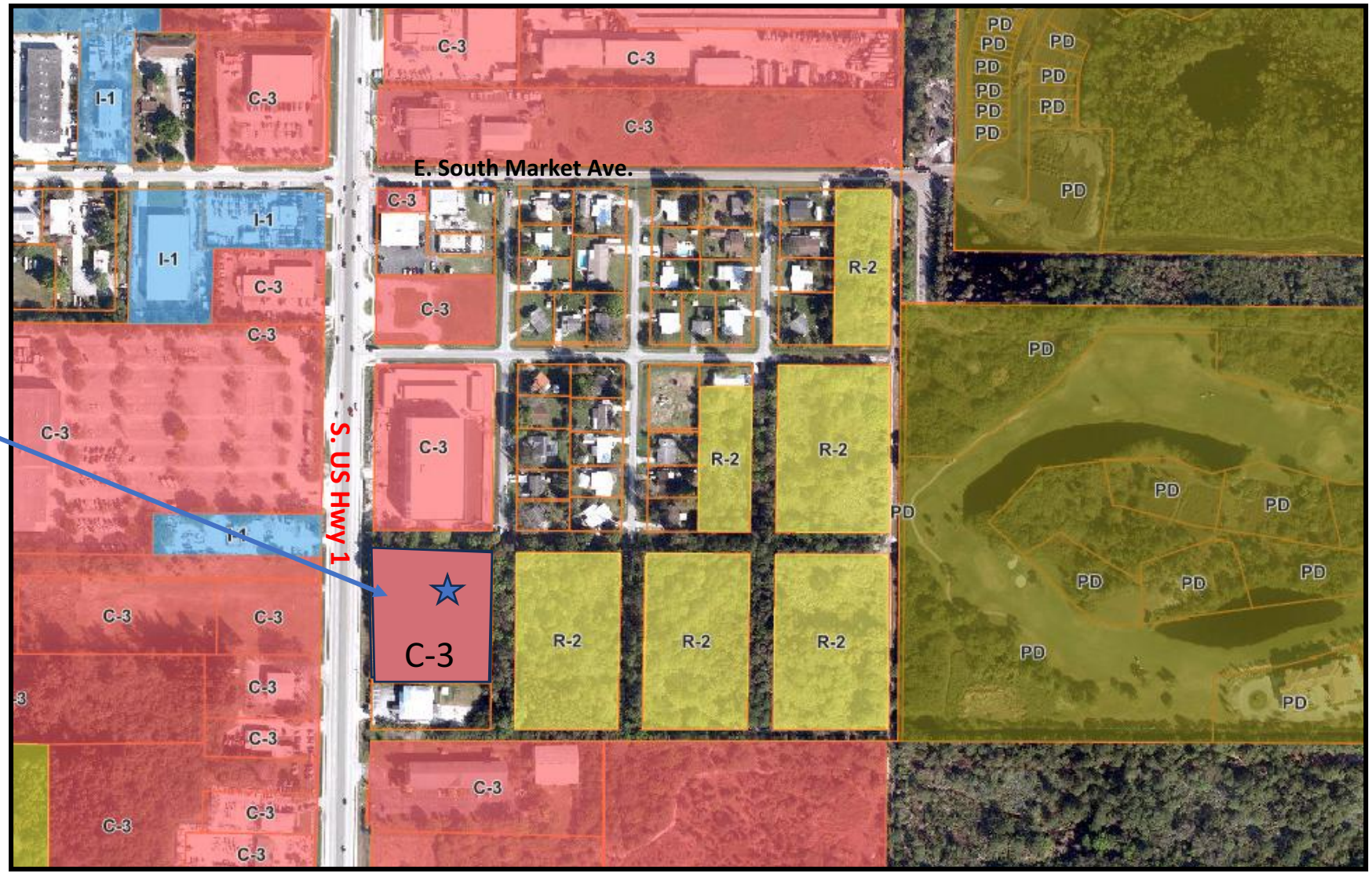
Currently Zoned: CG (Commercial General (St. Lucie County)



Goose Development Fund, LLC ANNEXATION

PROPOSED ZONING: City

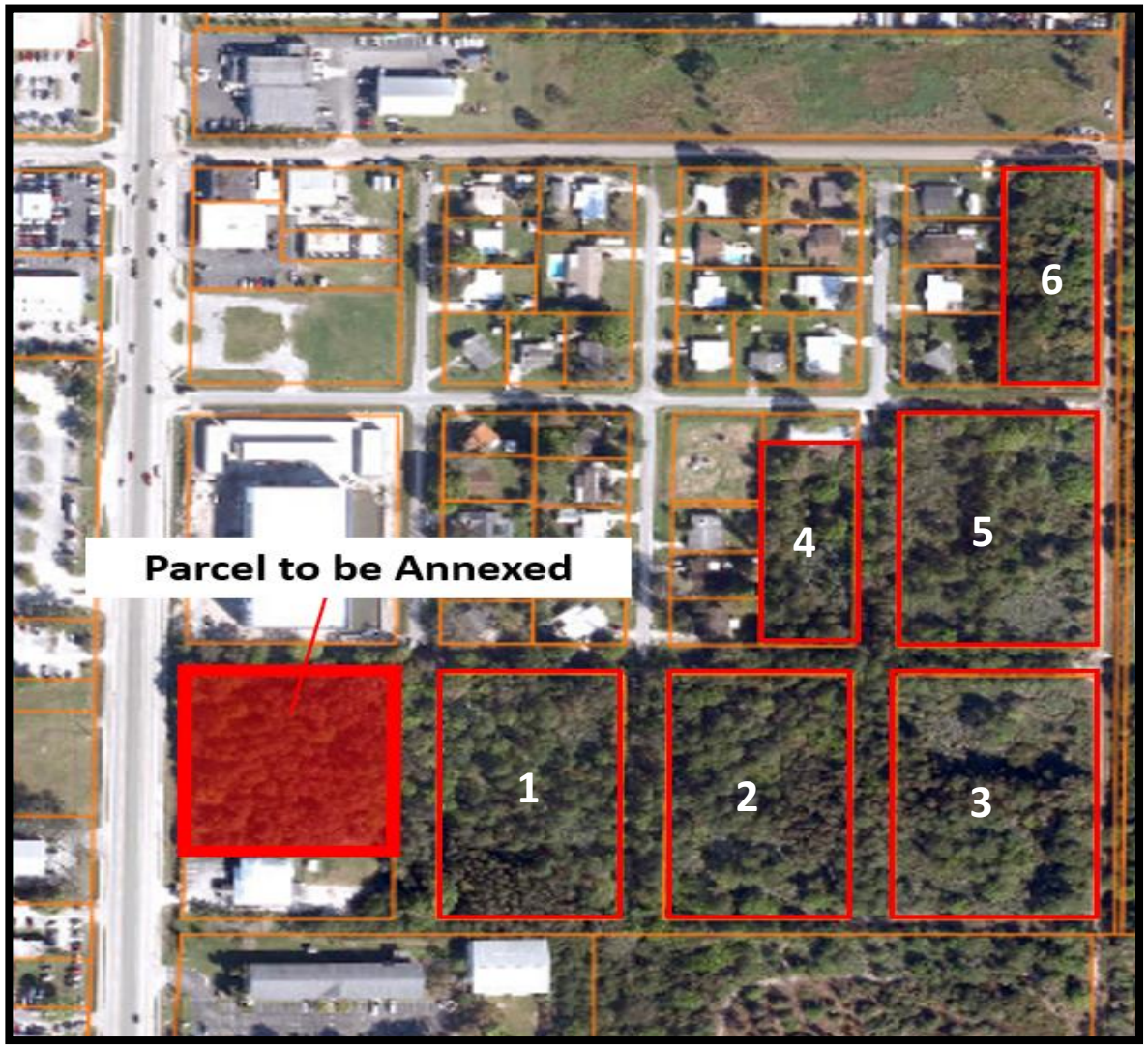
Proposed Zoning: C-3 (General Commercial- City of Fort Pierce)



Goose Development Fund, LLC ANNEXATION

BACKGROUND

- The numbered parcels are owned by Goose Development Fund, LLC
- The annexation will close the gap
- Future development plans



FLU COMPARISON CHART

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	2.03	88,426.8

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	SLC - COMMERCIAL (COM)	0	0	2.5	221,067.0 SQ.FT
PROPOSED	GENERAL COMMERCIAL (GC)	15	30	1.0	88,426.8 SQ.FT
	INCREASE / (DECREASE)		30		(132,640.2) SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

RECOMMENDATION

At the October 13th, 2025, Planning Board meeting, it was approved to move the annexation application forward to City Commission

Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area.

Staff's recommendation is for the City Commission to Approve the annexation application with the proposed FLU and Zoning designation.

ALTERNATIVE RECOMMENDATIONS

1. Recommend Approval with conditions.

2. Recommend Disapproval.

CITY OF FORT PIERCE

CITY COMMISSION

November 17, 2025

Annexation

Goose Development Fund, LLC

Parcel ID: 2434-501-0004-000-5

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Richard Chess, MBA, City Manager
THROUG:	Kevin Freeman, Planning Director
FROM:	Kerry C. Driver, Senior Planner
RE:	**Application for Voluntary Annexation for Address: N/A Parcel ID: 2434-501-0004-000-5**
BOARD DATE:	November 17, 2025

STAFF REPORT

Property Owner/ Applicants	Grant Garvey Goose Development Fund, LLC
Representative	Sebastian Reina Keith Team
Requested Action:	Approval of a Voluntary Application for Annexation
Site Locations:	N/A
Parcel ID:	2434-501-0004-000-5
Parcel Area:	**2.03** acres
Current Future Land Use:	Commercial (COM)
Current Zoning:	Commercial, General (CG)
Proposed Future Land Use:	General Commercial (GC)
Proposed Zoning:	General Commercial (C-3)

Utilities: FPUA

	North	East	South	West
Surrounding FLU:	GC	RL	COM	GC
Surrounding Zoning:	C-3	R-2	CG	C-3

Staff Analysis:

Request

This is a voluntary annexation on parcel ID: 2434-501-0004-000-5 Address: N/A

INSERT LOCATION MAP



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

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

The current taxable value of the property is $366,800. Should the Application for Annexation be approved, it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000. Currently the property vacant.

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

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

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

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

The subject property is in an area that consists of properties that are within both the St. Lucie County and the City of Fort Pierce jurisdictions. The parcel abuts properties that are within the City limits. The annexation of the property would assist in the City's effort to eliminate jurisdictional irregularities along the City's boundary and provide more efficient public services. Furthermore, pursuant to Chapter 171.046(1), F.S., whereas the Legislature recognizes that enclaves can create significant problems in planning, growth management, and service delivery, and therefore declares that it is the policy of the state to eliminate enclaves.

Staff is requesting that the City of Fort Pierce Future Land Use and Zoning be modified to General Commercial (GC) and General Commercial (C-3), respectively, and the City's Comprehensive Plan. Therefore, the requested Future Land Use and Zoning Classifications of GC and C-3, respectively, would be consistent with Policy 1.11.5 and the City's Comprehensive Plan. Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of the annexation by mail to the St. Lucie County Administrator's and Attorney's office on October 16, 2025, no fewer than thirty (30) days prior to the first reading of these annexations by the City Commission. Notice by newspaper was submitted for Sunday's November 2nd and 16th, 2025 publication.

Technical Review Committee

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

Planning Board

The City of Fort Pierce Planning Board, at their September 8, 2025, meeting, rejected the voluntary annexation application for reason of the proposed FLU, Residential Low (RL) and Zoning, Single-family Intermediate (R-2). The applicant was advised to work with staff on establishing a more compatible FLU and Zone.

After discussion with the applicant, they decided to modify the proposed FLU to GC and Zone to C-3.

At the October 13, 2025, Planning Board meeting, the advisory board voted 7 to 7 to recommend Approval of the annexation.

Staff Recommendation

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

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application packets shall include **Warranty Deed** and **Current Survey** (completed within the last 12 months)

- E-mail the complete application packet to planning@cityoffortpierce.com for sufficiency review.
- After sufficiency review one (1) original and two (2) copies of the application and support documents are needed. E-mail planning@cityoffortpierce.com or call 772-467-3737 to schedule an appointment.

1. Address: _____

2. Legal description of real property for which annexation is being requested:

_____

_____

Property Tax ID: _____

3. Size of described property: _____

4. Project description: _____

_____

5. Current St. Lucie County Future Land Use Designation: _____

6. Current St. Lucie County Zoning: _____

7. Is this a Historic property? _____

8. Appraised value: _____

9. Name of Owner(s): _____

Signature of Owner(s): _____
Mailing Address: _____
City _____ State _____ Zip _____
Phone _____
E-mail: _____

10. Name of Representative: _____

Signature of representative: _____
Mailing Address: _____
City) _____ State _____ Zip _____
Phone _____
E-mail: _____

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4986767 OR BOOK 4764 PAGE 662, Recorded 02/01/2022 09:02:18 AM Doc Tax: $5824.00

Prepared by and return to:
Cristina M. Rubio
Attorney at Law
Ochoa & Rubio, PA
10 SE Central Parkway Suite 420
Stuart, FL 34994
772-607-1324
File Number: **StratfordGoose**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **21st** day of **January, 2022** between **Stratford Associates, LLC, a Florida limited liability company** whose post office address is **129 Via Florenza, Palm Beach Gardens, FL 33418**, grantor, and **Goose Development Fund, LLC, a Florida Limited Liability Company** whose post office address is **18978 Point Drive, Tequesta, FL 33469**, 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 AND NO/100 DOLLARS ($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:

Lots 3 to 8, inclusive, less the West 45 feet and all Lots 9 to 14, inclusive, Block 1, St. James Park, according to the map or plat thereof as recorded in Plat Book 5, Page 58, Public Records of Saint Lucie County, Florida.

Parcel Identification Number: 2434-501-0004-000/5

and

ST. JAMES PARK BLOCK 6, Lots 1 to 16, inclusive (OR 3208-966)
Parcel Identification Number: 2434-501-0072-000/2

and

ST. JAMES PARK BLOCK 7, Lots 1 to 16, inclusive (OR 3208-966)
Parcel Identification Number: 2434-501-0087-000/0

and

ST. JAMES PARK BLOCK 8, Lots 10, 11, 12, 13, 14, 15 and 16, inclusive (OR 3208-966)
Parcel Identification Number: 2434-501-0110-000/0

and

ST. JAMES PARK BLOCK 11, Lots 1 through 16, inclusive (OR 3208-966)
Parcel Identification Number: 2434-501-0139-000/0

and

ST. JAMES PARK BLOCK 12, Lots 1 through 16, inclusive (OR 3208-966)
Parcel Identification Number: 2434-501-0154-000/1

and

ST. JAMES PARK BLOCK 10, Lots 8, 9, 10, 11, 12, 13, and 14 (OR 3208-966)
Parcel Identification Number: 2434-501-0132-000/1

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2021**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Stratford Associates, LLC

By: _____
Ronald Bluestein, Manager

_____
Witness 1 Name: _____

_____
Witness 2 Name: _____

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 13th day of January, 2022 by Ronald Bluestein, Manager of Stratford Associates, LLC, on behalf of the company, who [ ] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

KATHY JO DEFRANCO
Notary Public - State of Florida
Commission # HH 107848
My Comm. Expires Jul 13, 2025
Bonded through National Notary Assn.

_____
Notary Public

Printed Name: _____

My Commission Expires: 7/13/2025

U.S. 1 PARCEL

LOTS 3 THROUGH 14, BLOCK 1, ST. JAMES PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 58 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA,

LESS THE FOLLOWING:

THE WEST 45 FEET OF LOTS 3 THROUGH 8 OF SAID BLOCK 1, OF SAID PLAT, FROM THE EXISTING WEST LINE TO THE ORIGINAL WEST LINE OF SAID LOTS, OF SAID PLAT.

SAID RIGHT OF WAY LYING IN ST. LUCIE COUNTY, FLORIDA, AND CONTAINING 88,509 SQUARE FEET (2.032 ACRES) MORE OR LESS.

VACATION AREA

LOTS 3 THROUGH 14, BLOCK 1, ST. JAMES PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 58 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA,

LESS THE FOLLOWING:

THE WEST 45 FEET OF LOTS 3 THROUGH 8 OF SAID BLOCK 1, OF SAID PLAT, FROM THE EXISTING WEST LINE TO THE ORIGINAL WEST LINE OF SAID LOTS, OF SAID PLAT.

TOGETHER WITH:

THAT CERTAIN UNNAMED 60' RIGHT OF WAY LYING BETWEEN BLOCK 1, & BLOCK 6, OF SAID ST. JAMES PARK PLAT, BEING BOUND ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID BLOCK 1, AND BEING BOUND OF THE SOUTH BY THE SOUTH RIGHT OF WAY LINE OF THAT CERTAIN UNNAMED 25 FOOT RIGHT OF WAY.

SAID RIGHT OF WAY LYING IN ST. LUCIE COUNTY, FLORIDA, AND CONTAINING 114,851 SQUARE FEET (2.637 ACRES) MORE OR LESS.

KEITH
Engineering Inspired Design.

July 2, 2025

Mr. Kevin Freeman
Director of Planning
City of Fort Pierce
100 N. U.S. Highway 1
Fort Pierce, FL 34950

RE: Annexation
Folio Number 2434 501 0004 0005

Dear Mr. Freeman,

On behalf of the applicant/property owner, Goose Development Fund LLC, KEITH is requesting a voluntary annexation into the City of Fort Pierce of an approximately 2-acre parcel of land currently located in Unincorporated St. Lucie County on the east side of U.S. Highway 1. The request also includes an approximately 0.6-acre right-of-way east of the parcel. The site is vacant and located between Extra Space Self-Storage and Sunrise Animal Hospital. See attached the following documents:

- Warranty Deed – Exhibit "A"
- Current Survey – Exhibit "B"
- Legal Description – Exhibit "C"
- Letter of Authorization – Exhibit "D"
- Annexation Map – Exhibit "E"

The site is within the St. James Park Plat (PB 5, PG 58). The site has a Commercial (C) land use designation and is zoned Commercial General (CG) in unincorporated St. Lucie County. The proposed parcel is contagious to City boundaries and reasonably compact as required by Fla. Stat. § 171.044, and is currently located within an unincorporated enclave as defined by Fla. Stat. § 171.031(5).

The applicant owns the adjacent 12.74 acres to the east and intends to combine the annexation parcel together with the other acres to submit a small-scale land use amendment and rezoning to a residential Planned Development (PD). The applicant is currently in the process of abandoning 3.7 acres of platted rights of way within the St. James Plat with St. Lucie County to create a unified planned development parcel.

Thank you for your assistance, and questions please do not hesitate to contact our team.

James Kahn, AICP
Principle Planner

Attachments

CC: Grant Garvey, Goose Development Fund LLC
Kermit White, AIA
Edward Proenza, Esq.
Kelly Cranford, PE

SURVEY LEGEND

ABBRV	DESCRIPTION
BM	BENCHMARK
CATV	CABLE TELEVISION
CONC	CONCRETE
CMP	CORRUGATED METAL PIPE
D.B.	DEED BOOK
DIP	DUCTILE IRON PIPE
ELEV.	ELEVATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
FND.	FOUND
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
LB	FLORIDA LICENSED BUSINESS NUMBER
FPL	FLORIDA POWER & LIGHT COMPANY
GIS	GEOGRAPHIC INFORMATION SYSTEMS
INV.	INVERT
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
PB.	PLAT BOOK
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT-OF-WAY
S.LC.R.	SAINT LUCIE COUNTY RECORDS
TOB	TOP OF BANK
TOP	TOP OF PIPE
TYP.	TYPICAL
N	NORTH
E	EAST
S	SOUTH
W	WEST

SYM	DESCRIPTION
	CENTERLINE
	BENCHMARK
	SIGN POST DOUBLE
	SIGN POST SINGLE
	GUY WIRE ANCHOR
	POLE, UTILITY, WOODEN
	PALM
	TREE, OTHER
+10.00	HARD SHOT
x10.0	SOFT SHOT
ST	SEPTIC TANK
	VALVE, WATER

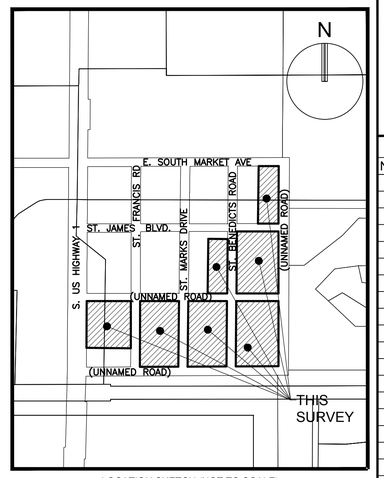
BOUNDARY	
SYM	DESCRIPTION
OHW OHW OHW	OVERHEAD WIRE
[] [] []	FENCE, WOOD
X X X	FENCE, CHAIN
TOB TOB TOB	TOP OF BANK
TOE TOE TOE	TOE OF SLOPE
TOE TOE TOE	EDGE OF WATER

ALTA/NSPS NOTES:

1. THE ACCOMPANYING SURVEY WAS MADE ON THE GROUND AND CORRECTLY SHOWS THE LOCATION OF ALL BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE SUBJECT PROPERTY EXCEPT AS NOTED; THERE ARE NO VISIBLE ENCROACHMENTS ON THE SUBJECT PROPERTY OR UPON ADJACENT LAND ABUTTING SUBJECT PROPERTY EXCEPT AS SHOWN HEREON; AND THERE ARE NO PARTY WALLS AS THE SITE IS VACANT. THE LIMITS OF ANY OFFSITE APPURTENANT EASEMENTS ARE ALSO SHOWN ON THE SURVEY.
2. THE SUBJECT PROPERTY IS THE SAME AS THE PROPERTY DESCRIBED IN THAT CERTAIN TITLE CERTIFICATE, COMMITMENT NUMBER 1567339 ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, WITH AN EFFECTIVE DATE OF SEPTEMBER 11, 2024 @ 11:00 P.M. AND THAT ALL EASEMENTS, COVENANTS AND RESTRICTIONS REFERENCED IN SAID TITLE COMMITMENT OR APPARENT FROM A PHYSICAL INSPECTION OF THE SUBJECT PROPERTY OR OTHERWISE KNOWN TO ME HAVE BEEN PLOTTED HEREON OR OTHERWISE NOTED AS TO THEIR EFFECT ON THE SUBJECT PROPERTY.
3. THE SUBJECT PROPERTY DOES LIE WITHIN SPECIAL FLOOD HAZARD AREAS AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THE SPECIAL FLOOD HAZARD AREAS ARE DELINEATED WITH SHADING OR OTHERWISE CLEARLY MARKED TO SHOW THE PROPERTY HAVING A DESIGNATION OF ZONE X, BASE FLOOD ELEVATION (NONE) BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 12111C0189K WITH A DATE OF IDENTIFICATION OF FEBRUARY 19, 2020, FOR COMMUNITY NO. 120285 & COMMUNITY NO. 120286, IN ST. LUCIE COUNTY, STATE OF FLORIDA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH THE SUBJECT PROPERTY IS SITUATED. LINES IMPORTED FROM ST. LUCIE COUNTY GIS FILE.
4. THE SUBJECT PROPERTY HAS DIRECT ACCESS TO US HIGHWAY 1 (STATE ROAD 5), E. SOUTH MARKET AVE, ST BENEDICTS ROAD, AND MULTIPLE UNNAMED PUBLIC RIGHT OF WAY OF WHICH SAID PROPERTY IS TIED TO.
5. THERE WAS NO OBSERVABLE EVIDENCE OF A CEMETERY ON OR WITHIN 100-FEET OF THE SUBJECT PROPERTY.
6. THERE WAS NO OBSERVABLE EVIDENCE OF SUBJECT PROPERTY USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
7. PROPERTY ADDRESS AS SHOWN THE SITE ADDRESS & AREA CALCULATIONS CHART ACCORDING TO THE SAINT LUCIE COUNTY PROPERTY APPRAISERS WEBSITE.
8. ZONING INFORMATION (CLASSIFICATION, SETBACKS, REQUIREMENTS, AND RESTRICTIONS) HAVE NOT BEEN SUPPLIED BY THE CLIENT THUS ARE NOT SHOWN HEREON.
9. TOTAL NUMBER OF STRIPED PARKING SPACES IS 0.
10 AT THE TIME OF SURVEY, THERE WAS NO OBSERVED EVIDENCE OF ON-GOING CONSTRUCTION OR EARTH MOVING WORK.
11. THE SURVEYOR HAS BEEN MADE AWARE OF PROPOSED CHANGES TO THE RIGHTS OF WAY SHOWN HEREON AS THE CLIENT IS IN THE PROCESS OF VACATING/ABANDONING VARIOUS PORTIONS OF THOSE RIGHT OF WAY SHOWN HEREON.
12. THE SUBJECT PROPERTY IS CURRENTLY VACANT AND DOES NOT CONTAIN ANY BUILDING THUS NO BUILDING DIMENSIONS OR SQUARE FOOTAGE SHOWN HEREON.
13. NO EVIDENCE OF UNDERGROUND UTILITIES WAS PROVIDED BY THE CLIENT IN NEITHER PLAN OR REPORT FORM THUS NOT SHOWN HEREON.

SURVEY NOTES:

1. THE LAND DESCRIPTION SHOWN HEREON IS IN ACCORDANCE WITH THE INSTRUMENT OF RECORD.
2. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OR DIGITALLY ENCRYPTED SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
4. OTHER THAN AS SHOWN, THERE IS NO EVIDENCE THAT UNDERGROUND ENCROACHMENTS EXIST. HOWEVER SUBSURFACE INVESTIGATION WAS NOT PERFORMED TO DETERMINE IF UNDERGROUND ENCROACHMENTS EXIST.
5. THIS SURVEY DOES NOT IDENTIFY THE LIMITS OR EXTENTS OF POTENTIAL JURISDICTIONAL BOUNDARIES.
6. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE. ¼) OF SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAID NORTH LINE BEARS SOUTH 89°48'32" EAST.
7. UNLESS OTHERWISE NOTED, RECORD VALUES AND FIELD MEASURED VALUES ARE IN SUBSTANTIAL AGREEMENT.
8. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE, RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, 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.
9. THE OWNERSHIP OF FENCES, PERIMETER WALLS, PONDS AND/OR HEDGES SHOWN HEREON ARE NOT KNOWN AND THUS ARE NOT LISTED AS ENCROACHMENTS.
10. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). SAID ELEVATIONS ARE DERIVED FROM NATIONAL GEODETIC SURVEY (NGS) BENCHMARK # Y 403, BEING A FLANGED ENCASED STAINLESS STEEL ROD WTHOUT SLEEVE LOGO CAP STAMPED Y 403 1991, 206.7 FEET EAST OF CENTERLINE OF NORTHBOUND LANES OF US HIGHWAY 1, 54.1 FEET NORTH OF THE NORTHEAST CORNER OF A BUILDING, 35.4 FEET SOUTH OF AND LEVEL WITH THE CENTERLINE OF WEATHERBEE ROAD, 2 FEET WEST OF A WITNESS POST. ELEVATION=13.45' AND A FLORIDA DEPARTMENT OF TRANSPORTATION BENCHMARK B20 (861619) PROJECT ID 861619, CONCRETE MONUMENT WITH FDOT BRASS DISK STAMPED B20 ELEVATION=14.12'
11. FEATURES AND LINE WORK SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN HORIZONTAL DATUM OF 1983 WITH THE 2011 ADJUSTMENT APPLIED (83/NSRS11) TRANSVERSE MERCATOR, FLORIDA EAST ZONE WHICH WAS ESTABLISHED VIA MULTIPLE REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS ON THE PROJECT CONTROL POINTS. THE HORIZONTAL COORDINATE VALUES FROM THE RTK GPS OBSERVATIONS WERE PROCESSED THROUGH THE FLORIDA DEPARTMENT OF TRANSPORTATION'S (FPRN) FLORIDA PERMANENT REFERENCE NETWORK. THE RELATIVE POSITIONAL PRECISION FOR THE CONTROL ON THIS SURVEY (ADJACENT TO THEMSELVES) ACHIEVED A RELATIVE ACCURACY OF 0.03'. THE FEATURE LOCATIONS SHOWN HEREON HAVE AN EXPECTED HORIZONTAL ACCURACY OF ± 0.1'. THIS SURVEY MEET THE ACCURACY FOR ITS EXPECTED USE.
12. THE EXPECTED VERTICAL ACCURACY OF THE INFORMATION SHOWN HEREON IS ±0.03' FOR HARD SURFACE ELEVATIONS AND 0.1 FOOT FOR SOFT SURFACE ELEVATIONS. THE EXPECTED HORIZONTAL ACCURACY OF THE INFORMATION SHOWN HEREON IS ±0.1'.
13. THE HORIZONTAL FEATURES SHOWN HEREON ARE PLOTTED TO WITHIN 1/30 OF THE MAP SCALE. HORIZONTAL FEATURE LOCATION IS TO THE CENTER OF THE SYMBOL AND MAY BE ALTERED FOR CLARITY. DISTANCES AND ELEVATIONS SHOWN HEREON ARE U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
15. THE INTENDED DISPLAY SCALE FOR THIS SURVEY IS 1"= 30' OR SMALLER.
16. ALL MAPPED FEATURES AND ELEVATIONS SHOWN HEREON WERE OBTAINED BY KEITH AND ASSOCIATES FOR THE PURPOSE OF THIS SURVEY.



LOCATION SKETCH (NOT TO SCALE)

SITE ADDRESS & AREA CALCULATIONS:

SITE	PARCEL NO.	SQUARE FEET	ACRES
LOTS 3 TO 8, LESS THE WEST 45 FEET AND ALL LOTS 9 TO 14, BLOCK 1, (0 US HIGHWAY 1, FORT PIERCE, FL 34982)	2434-501-0004-000-5	90,015	2.066
ST. JAMES PARK BLOCK 6, LOTS 1 TO 16, (ADDRESS TO BE DETERMINED)	2434-501-0072-000-2	105,501	2.422
ST. JAMES PARK BLOCK 7, LOTS 1 TO 16, (ADDRESS TO BE DETERMINED)	2434-501-0087-000-0	104,531	2.400
ST. JAMES PARK BLOCK 8, LOTS 10, 11, 12, 13, 14, 15, AND 16, (ADDRESS TO BE DETERMINED)	2434-501-0110-000-1	43,713	1.004
ST. JAMES PARK BLOCK 11, LOTS 1 TO 16, (ADDRESS TO BE DETERMINED)	2434-501-0139-000-0	107,784	1.126
ST. JAMES PARK BLOCK 12, LOTS 1 TO 16, (ADDRESS TO BE DETERMINED)	2434-501-0154-000-1	113,244	2.599
ST. JAMES PARK BLOCK 10, LOTS 8, 9, 10, 11, 12, 13, AND 14 (ADDRESS TO BE DETERMINED)	2434-501-0132-000-1	49,049	1.126

ST. JAMES PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 58, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

LAND DESCRIPTION:

LOTS 3 TO 8, INCLUSIVE, LESS THE WEST 45 FEET AND ALL LOTS 9 TO 14, INCLUSIVE, BLOCK 1, ST. JAMES PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 58, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

AND

LOTS 1 TO 16, BLOCK 6, ST. JAMES PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 58, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

AND

LOTS 1 TO 16, BLOCK 7, ST. JAMES PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 58, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

AND

LOTS 10, 11, 12, 13, 14, 15 AND 16, BLOCK 8, ST. JAMES PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 58, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

AND

LOTS 8, 9, 10, 11, 12, 13 AND 14, BLOCK 10, ST. JAMES PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 58, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

AND

LOTS 1 TO 16, BLOCK 11, ST. JAMES PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 58, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

AND

LOTS 1 TO 16, BLOCK 12, ST. JAMES PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 58, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

CERTIFICATION:

TO: GOOSE DEVELOPMENT FUND, LLC, A FLORIDA LIMITED LIABILITY COMPANY;
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY;
JECK HARRIS RAYNOR & JONES, PA;
D.R. HORTON, INC., A DELAWARE CORPORATION;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b1), 8, 9, 10, 11(a), 13, 14 16, 17, 18, AND 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON OCTOBER 30, 2024.

DATE OF PLAT OR MAP: NOVEMBER 7, 2024

WILLIAM ARATA, P.S.M.
FLORIDA REG. NO. 5082
(FOR THE FIRM)

TITLE CERTIFICATE REPORT EXCEPTIONS PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NUMBER: 1567339, EFFECTIVE DATE: 09/11/2024 @ 11:00 PM

			AFFECTS		PLOTTED ON SURVEY		
ENCUMBRANCE NUMBER	DESCRIPTION	OFFICIAL RECORDS BOOK AND PAGE	YES	NO	YES	NO	COMMENT
1	ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I-- REQUIREMENTS ARE MET.	N/A	N/A	N/A	N/A	N/A	NOT A SURVEY MATTER
2	A. GENERAL OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR 2024 AND SUBSEQUENT YEARS.	N/A	N/A	N/A	N/A	N/A	NOT A SURVEY MATTER
	B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT RECORDED IN THE PUBLIC RECORDS.	N/A	N/A	N/A	N/A	N/A	NOT A SURVEY MATTER
	C. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE THAT WOULD BE DISCLOSED BY AN INSPECTION OR AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND AND INSPECTION OF THE LAND.	N/A	N/A	N/A	N/A	N/A	NOT A SURVEY MATTER
	D. EASEMENTS OR CLAIMS OF EASEMENTS NOT RECORDED IN THE PUBLIC RECORDS.	N/A	N/A	N/A	N/A	N/A	NOT A SURVEY MATTER
	E. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL FURNISHED, IMPOSED BY LAW AND NOT RECORDED IN THE PUBLIC RECORDS.	N/A	N/A	N/A	N/A	N/A	NOT A SURVEY MATTER
3	ANY OWNER'S POLICY ISSUED PURSUANT HERETO WILL CONTAIN UNDER SCHEDULE B THE FOLLOWING EXCEPTION: *ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LAND INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED AND ARTIFICIALLY EXPOSED LANDS, AND LANDS ACCRETED TO SUCH LANDS.*	N/A	N/A	N/A	N/A	N/A	NOT A SURVEY MATTER
4	ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, F.S., IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY, FOR UNPAID SERVICE CHARGES FOR SERVICES BY ANY WATER SYSTEMS, SEWER SYSTEMS OR GAS SYSTEMS SERVING THE LAND DESCRIBED HEREIN; AND ANY LIEN FOR WASTE FEES IN FAVOR OF ANY COUNTY OR MUNICIPALITY.	N/A	N/A	N/A	N/A	N/A	NOT A SURVEY MATTER
5	RIGHTS OF THE LESSEES UNDER UNRECORDED LEASES	N/A	N/A	N/A	N/A	N/A	NOT A SURVEY MATTER
6	ALL MATTERS CONTAINED ON THE PLAT OF ST. JAMES PARK, AS RECORDED IN ...	PLAT BOOK 5, PAGE 58	X		X		AFFECTS AS SHOWN

KEITH
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Pompano Beach, FL 33060
PH: (954) 788-3400
Florida Engineering Business License: CA7928
Florida Surveyor and Mapper Business License: LB6860
Florida Landscape Architecture Business License: LC26000457

REVISIONS

NO.	DESCRIPTION	DATE

Plotted by: dbittner On 11/6/2024 7:09 PM

DATE:	08/13/24
DRAWN BY:	ZPB
CHECKED BY:	WA
FIELD BOOK:	1160 & 1164

N

GRAPHIC SCALE
0 30 60
SCALE: 1" = 30 '

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

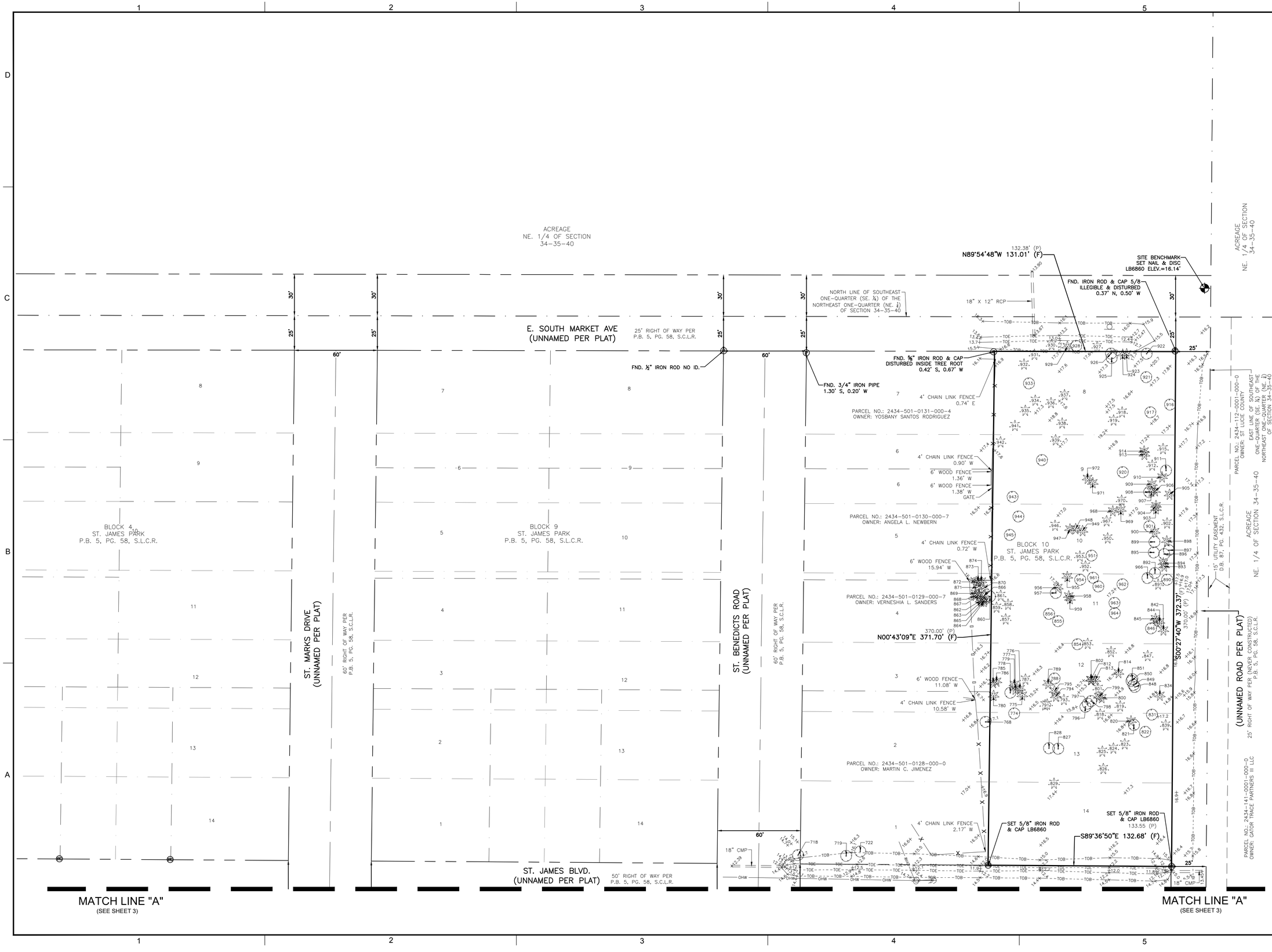
SEA PINES VILLAGE
FT. PIERCE

SHEET TITLE

ALTA/NSPS LAND TITLE SURVEY

SHEET NUMBER	1 OF 7
PROJECT NUMBER	13844.00

Drawing name: K:\13844.00 - Sea Pines Village - Ft Pierce - Principle Design & Dev Group, LLC\Survey\DWG\13844.00 ALTA SURVEY.dwg



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REVISIONS

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GRAPHIC SCALE
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SCALE: 1" = 30 '
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SEA PINES
VILLAGE
FT. PIERCE

SHEET TITLE

ALTA/NSPS LAND
TITLE SURVEY

SHEET NUMBER	2 OF 7
PROJECT NUMBER	13844.00

Plotted by: dbittner On 11/6/2024 7:03 PM

Drawing name: K:\13844.00 - Sea Pines Village - Ft Pierce - Principle Design & Dev Group, LLC\Survey\DWG\13844.00 ALTA SURVEY.dwg

MATCH LINE "A"
(SEE SHEET 2)

MATCH LINE "A"
(SEE SHEET 2)

MATCH LINE "C"
(SEE SHEET 5)

MATCH LINE "C"
(SEE SHEET 5)

MATCH LINE "B"
(SEE SHEET 4)

MATCH LINE "B"
(SEE SHEET 4)

ST. JAMES BLVD.
(UNNAMED PER PLAT)
50' RIGHT OF WAY PER
P.B. 5, PG. 58, S.C.L.R.

ST. MARKS DRIVE
(UNNAMED PER PLAT)
60' RIGHT OF WAY PER
P.B. 5, PG. 58, S.C.L.R.

(UNNAMED ROAD PER PLAT)
60' RIGHT OF WAY PER
(NEVER CONSTRUCTED)
P.B. 5, PG. 58, S.C.L.R.

(UNNAMED ROAD PER PLAT)
25' RIGHT OF WAY PER (NEVER CONSTRUCTED)
P.B. 5, PG. 58, S.C.L.R.

FND. NAIL
AND TIN TAB
1.00' E,
0.57' S

FND. ⅝" IRON
ROD NO ID.

FND. ⅝" IRON ROD
& CAP LB4286

FND. NAIL
NO ID.

S89°36'50"E 268.85' (F)
269.75' (P)

18" CMP

SET 5/8" IRON ROD & CAP LB6860

EAST LINE OF SOUTHEAST
ONE-QUARTER (SE ¼) OF THE
NORTHEAST ONE-QUARTER (NE. ¼)
OF SECTION 34-35-40

FND. 4X4 CONCRETE
MONUMENT LB4826

SET IRON ROD & CAP
LB6860 OFFSET 5.00'
N89°37'03"W

125.00' (P)
S89°37'03"E 125.09' (F)

FND. ⅝" IRON ROD
& CAP LB4286

FND. 5/8" IRON ROD

FND. 1/2" IRON ROD

FND. 1/2" IRON ROD

6" WOOD FENCE
2.92' W

SHED

350.00' (P)
S00°41'14"W 349.77' (F)

N00°43'09"E 349.71' (F)
350.00' (P)

APPROXIMATE WATER
ELEV.=12.8' 7/25/24 TYP.

N00°43'09"E 399.64' (F)
400.00' (P)

S00°27'40"W 399.50' (F)
400.00' (P)

FND. ⅝" IRON ROD
& CAP ILLEGIBLE

FND. 3/4" IRON ROD
1.51' W, 0.37' S

6" WOOD FENCE
0.11' W

4' CHAIN LINK FENCE
0.25' W

FND. ⅝" IRON
ROD & CAP LB4826

4' CHAIN LINK FENCE
1.07' E

BEE HIVE
IN TREE

SET IRON ROD
& CAP LB6860

N89°38'30"W 124.89' (F)
125.00' (P)

SET IRON ROD &
CAP LB6860

270.83' (P)
S89°38'30"E 270.65' (F)

SET IRON ROD
& CAP LB6860

SITE BENCHMARK
SET NAIL & DISC
LB6860 ELEV.=15.21'

FND. ⅝" IRON ROD
& CAP LB 4019
0.65' W, 0.48' N

FND. ⅝" IRON ROD
& CAP LB 4019

4' CHAIN LINK FENCE

FND. 4"X4" CONCRETE
MONUMENT LB4286

FND. 4"X4" CONCRETE
MONUMENT LB4286

(TOTAL)
250.00' (P)
S89°38'30"E 250.52' (F)

(TOTAL)
415.35' (P)
N00°41'14"E 419.95' (F)

(TOTAL)
415.35' (P)
N00°41'14"E 419.55' (F)

250.00' (P)
S89°38'30"E 249.76' (F)

FND. ⅝" IRON ROD
& CAP LB4286
0.38' E

SET IRON ROD
& CAP LB6860
OFFSET 3.00'
S89°38'30"E

FND. ⅝" IRON ROD NO ID
0.16' S, 0.17' E

S89°38'30"E 270.87' (F)
271.03' (P)

(TOTAL)
415.35' (P)
N00°43'09"E 417.53' (F)

(TOTAL)
415.35' (P)
N00°43'09"E 417.92' (F)

(TOTAL)
415.35' (P)
S00°27'40"W 415.73' (F)

15' UTILITY EASEMENT
D.B. 87, PG. 432, S.C.L.R.

PARCEL NO.: 2434-501-0109-000-1
OWNER: NICHOLAS DAVID LEWALLEN

PARCEL NO.: 2434-501-0106-000-0
OWNER: JUAN A. FALCON

PARCEL NO.: 2434-501-0104-000-6
OWNER: CAROLYN BAKER

PARCEL NO.: 2434-501-0103-000-9
OWNER: ROBERTO VELASQUEZ

PARCEL NO.: 2434-501-0102-000-2
OWNER: LUVIANO'S HOME, LLC

PARCEL NO.:
2434-501-0061-000-2
OWNER:
CARL E HOEVERMAN

PARCEL NO.: 2434-501-0071-000-5
OWNER: 368 NOTLEM LLC

PARCEL NO.: 2434-141-0001-000-0
OWNER: GATOR TRACE PARTNERS III LLC
ACREAGE
NE. 1/4 OF SECTION 34-35-40

PARCEL NO.: 2434-141-0002-000-7
OWNER: GATOR TRACE COUNTRY CLUB LLC

BLOCK 5
ST. JAMES PARK
P.B. 5, PG. 58, S.L.C.R.

BLOCK 8
ST. JAMES PARK
P.B. 5, PG. 58, S.L.C.R.

BLOCK 11
ST. JAMES PARK
P.B. 5, PG. 58, S.L.C.R.

BLOCK 6
ST. JAMES PARK
P.B. 5, PG. 58, S.L.C.R.

BLOCK 7
ST. JAMES PARK
P.B. 5, PG. 58, S.L.C.R.

BLOCK 12
ST. JAMES PARK
P.B. 5, PG. 58, S.L.C.R.

DESIGNATED WETLAND
AREA BY OTHERS

DESIGNATED WETLAND
AREA BY OTHERS

MALELUCA TREE PERIMETER

60'

50'

25'

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PH: (954) 788-3400

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REVISIONS

NO.	DESCRIPTION	DATE

DATE:	08/13/24
DRAWN BY:	ZPB
CHECKED BY:	WA
FIELD BOOK:	1160 & 1164

N

GRAPHIC SCALE
0 30 60
SCALE: 1" = 30 '
NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

SEA PINES
VILLAGE
FT. PIERCE

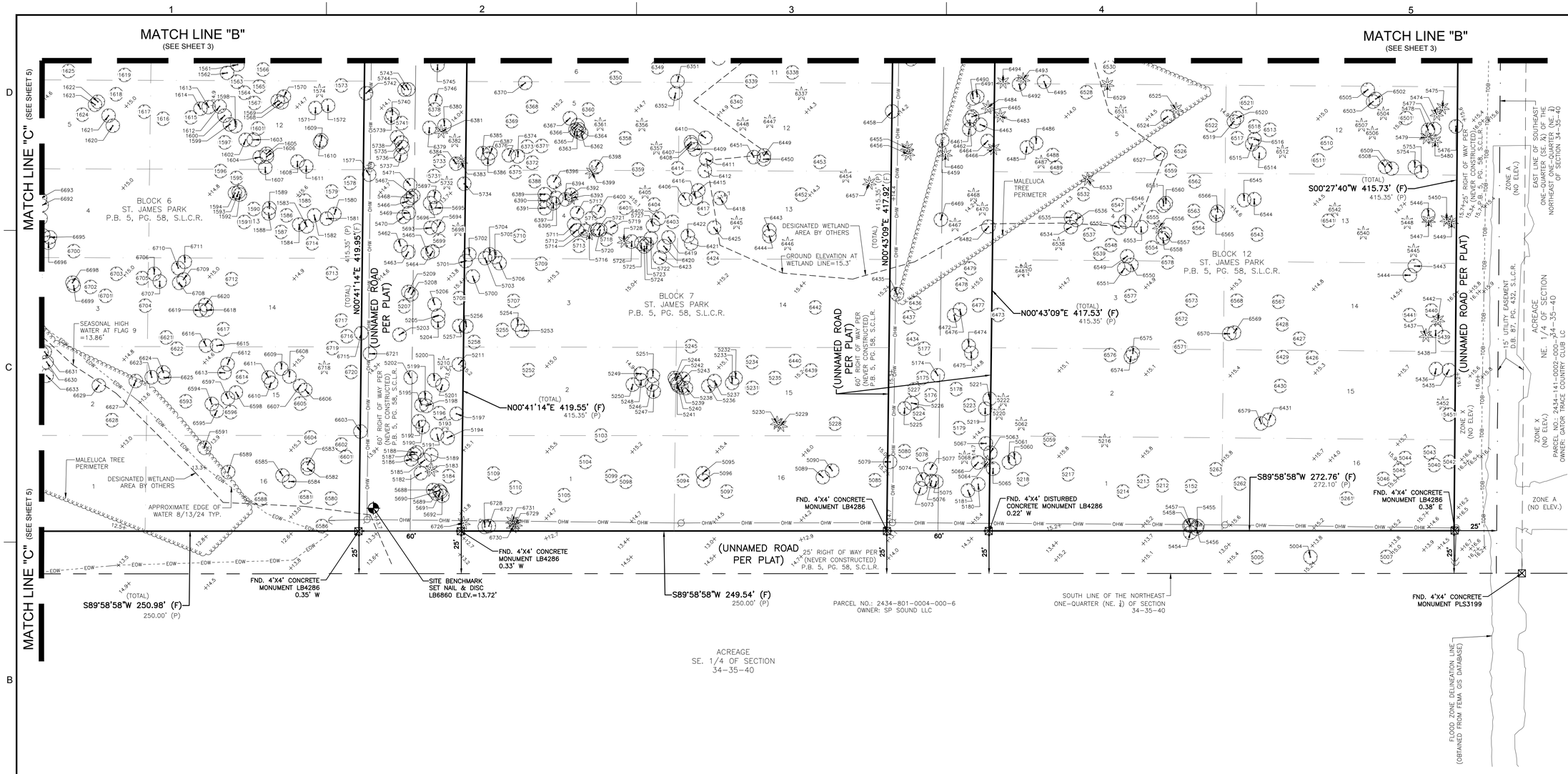
SHEET TITLE

ALTA/NSPS LAND
TITLE SURVEY

SHEET NUMBER	3 OF 7
PROJECT NUMBER	13844.00

Plotted by: dbittner On 11/6/2024 7:02 PM

Drawing name: K:\13844.00 - Sea Pines Village - Ft Pierce - Principle Design & Dev Group, LLC\Survey\DWG\13844.00 ALTA SURVEY.dwg



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Plotted by: dbittner On 11/6/2024 7:02 PM

REVISIONS

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DATE:	08/13/24
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FIELD BOOK:	1160 & 1164

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GRAPHIC SCALE
0 30 60
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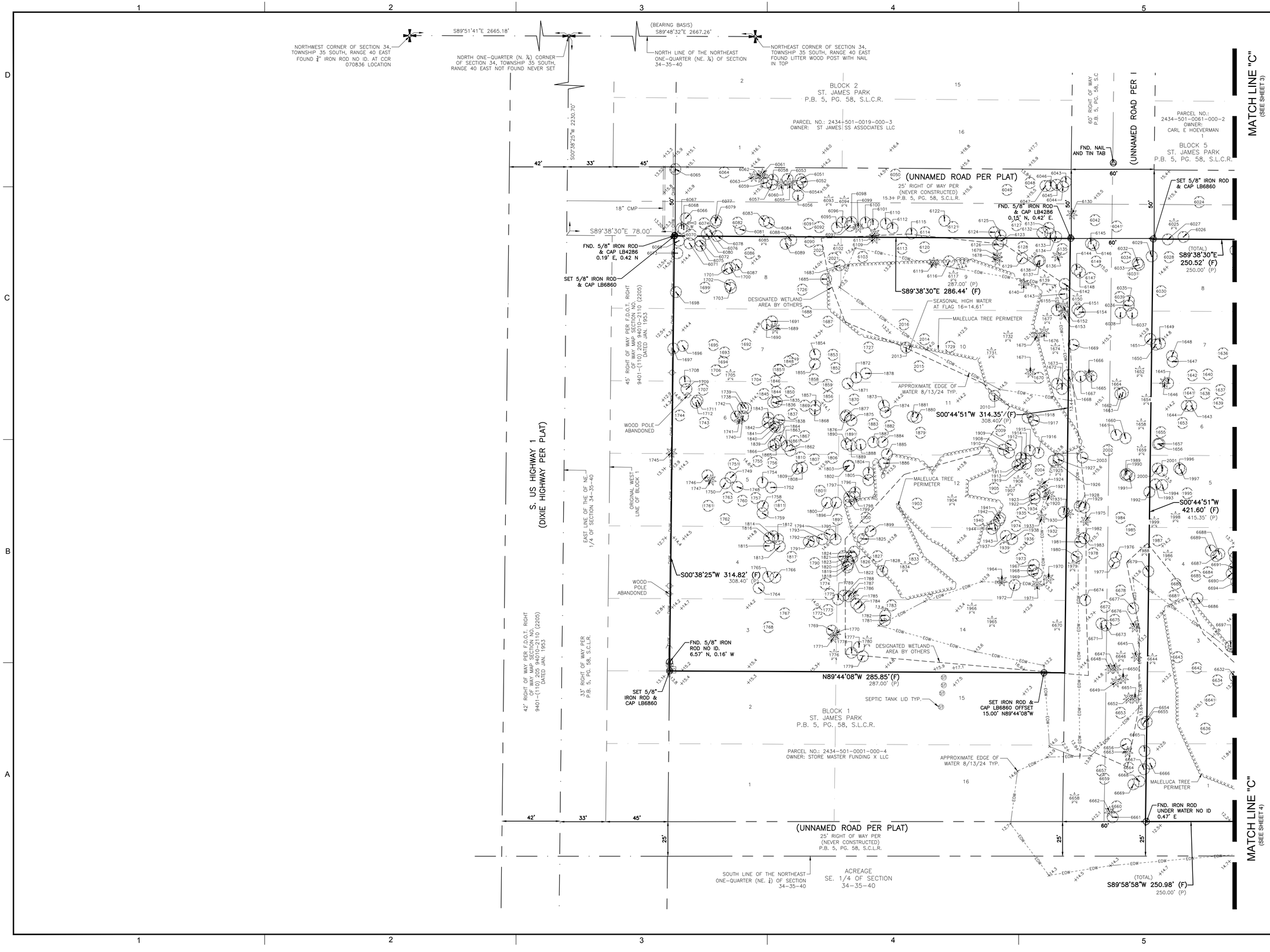
SEA PINES VILLAGE
FT. PIERCE

SHEET TITLE
ALTA/NSPS LAND TITLE SURVEY

SHEET NUMBER 4 OF 7

PROJECT NUMBER 13844.00

Drawing name: K:\13844.00 - Sea Pines Village - Ft Pierce - Principle Design & Dev Group, LLC\Survey\DWG\13844.00 ALTA SURVEY.dwg



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REVISIONS

NO.	DESCRIPTION	DATE

DATE:	08/13/24
DRAWN BY:	ZPB
CHECKED BY:	WA
FIELD BOOK:	1160 & 1164

N

GRAPHIC SCALE
0 30 60
SCALE: 1" = 30 '
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SEA PINES VILLAGE FT. PIERCE

SHEET TITLE
ALTA/NSPS LAND TITLE SURVEY

SHEET NUMBER	5 OF 7
PROJECT NUMBER	13844.00

Plotted by: dbittner On 12/2/2024 1:01 PM

Drawing name: K:\13844.00 - Sea Pines Village - Ft Pierce - Principle Design & Dev Group, LLC\Survey\DWG\13844.00 ALTA SURVEY.dwg

TREE TABLE:

TREE NUMBER	TREE NAME	DIAMETER IN INCHES	TREE NUMBER	TREE NAME	DIAMETER IN INCHES	TREE NUMBER	TREE NAME	DIAMETER IN INCHES	TREE NUMBER	TREE NAME	DIAMETER IN INCHES	TREE NUMBER	TREE NAME	DIAMETER IN INCHES	TREE NUMBER	TREE NAME	DIAMETER IN INCHES	TREE NUMBER	TREE NAME	DIAMETER IN INCHES	TREE NUMBER	TREE NAME	DIAMETER IN INCHES	TREE NUMBER	TREE NAME	DIAMETER IN INCHES
718	ANON FRUIT	8	941	PALM	8	1258	OAK	4	1503	OAK	9	1671	PALM	10	1834	PALM	5	1991	OAK	7	5241	PINE	10	5648	PINE	6	5787	PINE	8
719	QUINEP FRUIT	8	942	PALM	13	1259	OAK	4	1506	MELALEUCA	15	1672	OAK	7	1835	OAK	4	1992	OAK	30	5242	OAK	6	5649	PINE	6	5788	OAK	4
722	UNKNOWN	5	943	ARTIZIA	8	1262	OAK	29	1542	OAK	6	1673	OAK	4	1836	PINE	8	1993	OAK	7	5243	PINE	6	5650	PINE	6	5789	OAK	4
768	ROYAL POINCIANA	11	944	ARTIZIA	8	1263	OAK	11	1543	OAK	6	1674	PALM	13	1837	PINE	8	1994	OAK	7	5244	PINE	6	5651	PINE	6	5790	PINE	4
774	UNKNOWN	7	945	MANGO	17	1264	OAK	7	1544	MELALEUCA	13	1675	PALM	12	1838	PINE	11	1995	MELALEUCA	7	5245	PINE	20	5652	PINE	4	5791	OAK	4
775	PALM	10	946	PALM	15	1265	OAK	42	1545	MELALEUCA	20	1676	PALM	10	1839	OAK	7	1996	MELALEUCA	5	5246	PINE	6	5653	OAK	6	5792	PINE	12
776	PALM	8	947	PALM	13	1268	PALM	14	1546	OAK	5	1677	PALM	11	1840	PINE	8	1997	MELALEUCA	6	5247	PINE	10	5654	OAK	8	5793	PINE	10
777	PALM	11	948	PALM	13	1269	PALM	13	1547	OAK	6	1678	PALM	12	1841	PINE	4	1998	PALM	14	5248	PINE	12	5655	OAK	6	5794	PINE	12
778	ROYAL POINCIANA	4	949	PALM	14	1271	PALM	12	1548	OAK	10	1679	PALM	13	1842	PINE	10	1999	PALM	10	5249	PINE	10	5656	OAK DOUBLE	6	5795	PALM	20
779	PALM	6	950	PALM	15	1277	OAK	4	1549	PINE	11	1683	OAK	7	1843	OAK	5	2000	OAK	6	5250	OAK	15	5657	OAK	4	5796	PALM	15
780	PALM	12	951	OAK	4	1280	UMBRELLA	4	1550	PINE	14	1685	PINE	16	1844	OAK	5	2001	OAK	8	5251	PINE	6	5658	OAK	4	5797	PINE	12
785	PALM	8	952	PALM	13	1282	OAK	5	1551	PINE	13	1687	PINE	10	1845	OAK	4	2002	OAK	20	5252	OAK	18	5659	OAK	4	5798	PINE	10
786	PALM	9	953	PALM	14	1283	MELALEUCA	15	1552	OAK	14	1688	PINE	10	1846	OAK	4	2003	OAK	4	5253	PINE	10	5660	PINE	10	5799	PINE	8
787	PALM	8	954	OAK	5	1285	OAK	4	1553	PINE	17	1689	PALM	10	1847	OAK	4	2004	MALALUCA	30	5254	PINE	8	5661	OAK	6	5800	PINE	8
788	OAK	16	955	PALM	8	1287	PALM	10	1554	PINE	19	1690	OAK	20	1848	PINE	11	2009	MELALEUCA	12	5255	PINE	6	5662	OAK	10	5801	PINE	12
789	PALM	10	956	PALM	10	1295	OAK	4	1555	OAK	5	1691	OAK	6	1849	PINE	12	2010	PINE	11	5256	PINE	10	5663	OAK	8	5802	PINE	10
790	PALM	10	957	OAK	4	1296	OAK	10	1556	OAK	8	1692	OAK	5	1850	PINE	9	2013	OAK	6	5257	PINE	6	5664	PINE	8	5803	PINE	10
791	PALM	6	958	PALM	6	1297	OAK	7	1557	OAK	12	1693	PINE	16	1851	OAK	4	2014	OAK	8	5258	PINE	8	5665	PALM	12	5804	PINE	10
793	PALM	9	959	PALM	8	1298	OAK	4	1558	PINE	10	1694	PINE	12	1852	PINE	10	2015	OAK	20	5261	OAK CLUSTER	18	5666	PINE	20	5805	OAK DOUBLE	6
794	PALM	10	960	OAK	5	1300	PALM	7	1559	PINE	11	1695	OAK CLUSTER	48	1853	PINE	11	2016	OAK	5	5262	PINE	8	5667	OAK	5	5806	PINE	12
795	PALM	8	961	OAK	4	1301	PALM	7	1560	PINE	7	1696	UNKNOWN	5	1854	PINE	10	2021	OAK	4	5263	OAK	8	5668	OAK	5	5807	PINE	8
796	OAK	18	962	OAK	13	1302	OAK	5	1561	PINE	4	1697	OAK	6	1855	PINE	7	2022	OAK	4	5435	PINE	12	5669	OAK	4	5808	PINE	6
797	OAK	4	963	UMBRELLA	5	1305	PALM	16	1562	PINE	6	1698	OAK	48	1856	PINE	13	5004	OAK	4	5436	PINE	15	5670	OAK	6	5809	PINE	12
798	ALBIZIA	6	964	OAK	32	1306	OAK	4	1563	OAK	4	1699	OAK	5	1857	PINE	10	5005	PINE	10	5437	PALM	15	5671	PINE	8	5810	PINE	4
799	PALM	6	966	OAK	6	1308	OAK	48	1564	PINE	5	1700	PINE	5	1858	PINE	5	5007	PINE	10	5438	PINE	10	5672	PINE	8	5811	PINE	15
800	PALM	8	967	PALM	14	1311	OAK	6	1565	PINE	5	1701	PINE	11	1859	PINE	8	5040	OAK	12	5439	PINE	10	5673	PINE	8	5812	PINE	10
801	PALM	10	968	PALM	13	1312	OAK	8	1566	PINE	12	1702	PINE	17	1861	PINE	8	5042	PINE	18	5440	PINE	20	5674	PINE	10	5813	PINE	10
802	PALM	7	969	PALM	10	1316	OAK	4	1567	PINE	6	1703	OAK	4	1862	PINE	7	5043	PINE	18	5441	PINE	12	5675	PINE	8	5814	PINE	12
812	PALM	6	970	PALM	10	1320	UNKNOWN	4	1568	PINE	4	1704	OAK	12	1863	PINE	7	5044	PINE	12	5442	PALM	18	5676	OAK	4	5815	PALM	18
813	PALM	5	971	PALM	6	1321	OAK	4	1569	PINE	4	1705	PALM	15	1864	PINE	5	5045	OAK	10	5443	PINE	12	5677	PINE	18	5816	PINE	6
814	PALM	10	972	PALM	15	1323	OAK	12	1570	PINE	12	1706	OAK	9	1865	PINE	11	5046	PINE	24	5444	PINE	12	5678	OAK	6	5817	PINE	12
818	PALM	9	1133	OAK	3	1324	OAK	8	1571	PINE	13	1707	UNKNOWN	22	1866	OAK	5	5059	OAK	10	5445	PALM	15	5679	OAK	4	5818	PINE	12
819	PALM	10	1135	ARTIZIA	5	1326	OAK	6	1572	PINE	10	1708	OAK	12	1867	PINE	8	5060	OAK	15	5446	MALELUCA	10	5680	PINE	8	5819	PINE	10
820	PALM	10	1136	PALM	13	1328	OAK	4	1573	OAK	4	1709	OAK	7	1868	PINE	6	5061	OAK	8	5447	PALM	12	5681	OAK	8	5820	PINE	6
821	OAK	8	1138	OPAK	7	1330	PALM	13	1574	PALM	13	1711	OAK	7	1869	PINE	10	5062	PALM	15	5448	PALM	15	5682	OAK	5	5821	PINE	6
822	OAK	21	1139	OAK	12	1331	OAK	11	1576	PINE	18	1712	OAK	8	1870	PINE	13	5063	PINE	15	5449	PALM	12	5683	UMBRELLA	10	5822	PALM	15
823	PALM	14	1141	OAK	13	1332	OAK	5	1577	OAK	4	1726	MELALEUCA	12	1871	PINE	6	5064	PALM	15	5450	PALM	10	5684	PINE	10	5823	PALM	12
824	PALM	14	1143	OAK	11	1333	PALM	13	1578	OAK CLUSTER	18	1727	MELALEUCA	11	1872	PINE	10	5065	OAK	6	5451	PINE	8	5685	PINE	8	5824	PINE	12
825	PALM	14	1144	OAK	14	1335	OAK	17	1579	PINE	8	1729	OAK	6	1873	PINE	12	5066	OAK	6	5452	PALM	15	5686	PINE	10	5825	PINE	8
826	PALM	6	1145	OAK	17	1342	OAK	7	1580	PINE	9	1731	PALM	12	1874	PINE	9	5067	OAK	4	5454	OAK	4	5687	PINE	4	5826	PINE	8
827	ALBIZIA	15	1146	OAK	11	1348	PALM	15	1581	PINE	10	1732	PALM	13	1875	PINE	4	5068	PALM	18	5455	OAK	4	5688	OAK	4	5827	PINE	8
828	ALBIZIA	10	1148	OAK	11	1350	OAK	9	1582	PINE	4	1738	PINE	9	1876	PINE	5	5073	PINE	8	5456	OAK	4	5689	OAK	4	5828	PINE	8
829	PALM	4	1149	OAK	4	1351	PALM	12	1583	PINE	10	1739	PINE	9	1877	PINE	5	5074	OAK	8	5457	OAK	4	5690	OAK	4	5829	PINE	8
831	ALBIZIA	4	1150	UMBRELLA CLUSTER	24	1352	OAK	11	1584	PINE	7	1740	PINE	11	1878	PINE	7	5075	PINE	8	5458	OAK	4	5691	OAK	4	5830	PINE	15
834	PALM	14	1153	OAK	22	1353	OAK	20	1585	PINE	4	1741	PALM	13	1879	MELALEUCA	12	5076	PINE	8	5462	OAK DOUBLE	4	5692	OAK	4	5831	PINE	12
839	PALM	14	1157	OAK	4	1354	OAK	13	1586	PINE	8	1742	OAK	24	1880	MELALEUCA	11	5077	PINE	12	5463	OAK	4	5693	PINE	6	5832	PALM	18
842	PALM	13	1158	OAK	4	1355	OAK	6	1587	PINE	5	1745	PALM	11	1881	MELALEUCA	7	5078	PINE	12	5464	PINE	6	5694	OAK	5	5833	PINE	6
843	PALM	14	1159	OAK	4	1356	PALM	7	1588	PINE	7	1746	PINE	7	1882	MELALEUCA	15	5079	OAK	12	5465	OAK	4	5695	OAK	4	5834	PINE	6
844	PALM	14	1160	OAK	4	1357	PALM	16	1589	PINE	4	1747	PALM	13	1883	MELALEUCA	8	5080	PINE	12	5466	OAK	6	5696	PINE	8	5835	PINE	6
845	PALM	6	1161	OAK	7	1362	OAK	4	1590	PINE	7	1748	PINE	12	1884	PINE	4	5085	OAK	10	5467	OAK	6	5697	PINE	8	5836	PINE	12
846	OAK	5	1162	OAK	6	1363	PALM	5	1591	PINE	6	1749	PINE	9	1885	PINE	5	5089	OAK	18	5468	OAK	4	5698	PALM	15	5837	PINE	12
847	PALM	16	1163	OAK	5	1364	PALM	5	1592	OAK	7	1750	OAK	8	1886	PINE	11	5090	OAK	15	5469	PINE	8	5699	OAK	4	5838	PINE	6
848	MELALEUCA	9	1164	OAK	9	1365	PALM	14	1593	OAK	5	1751	OAK	7	1887	MELALEUCA	4	5094	OAK	15	5470	OAK	15	5700	PINE	12	5839	PINE	8
849	MELALEUCA	9	1166	OAK	4	1366	PALM	5	1594	PINE	16	1752	OAK	7	1888	PINE	12	5095	OAK	10	5471	PINE	10	5701	PINE	10	5840	PINE	12
850	MELALEUCA	7	1168	OAK	6	1370	PALM	19	1595	OAK	10	1754	PINE	6	1889	PINE	5	5096	OAK	10	5474	PALM	12	5702	OAK	4	5841	PINE	10
851	OAK	5	1169	OAK	4	1371	PALM	15	1596	PINE	4	1755	PINE	14	1890	PINE	7	5097	OAK CLUSTER	6	5475	PALM	15	5703	PINE	4	5842	PINE	6
852	PALM	15	1170	OAK	5	1373	OAK	8	1597	PINE	19	1756	OAK	8	1891	PINE	8	5098	PINE	18	5476	PINE	12	5704	PINE	10	5843	PINE	6
853	PALM	11	1171	OAK	4	1374	OAK	7	1598	OAK	8	1757	OAK	10	1896	OAK	4	5099	OAK CLUSTER	40	5477	OAK	6	5705	PINE	8	5844	PINE	10
854	OAK	5	1172	OAK	11	1376	UMBRELLA	(2) 5	1599	OAK	4	1758	OAK	8	1897	MELALEUCA	5	5103	MALALUCA	18	5478	PINE	10	5706	OAK	8	5845	PINE	12
855	ARZIBIA	6	1173	UMBRELLA	4	1377	OAK	25	1600	OAK	7	1759	OAK	4	1899	OAK	4	5104	PINE	6	5479	PALM	18	5707	PINE	8	5846	PINE	6
856	ARZIBIA	9	1174	OAK	3	1381	OAK	11	1601	OAK	6	1760	OAK	18	1900	PINE	7	5105	OAK CLUSTER	36	5480	PALM	12	5708	OAK	8	5847	PINE	6
857	PALM	7	1175	OAK	4	1384	OAK	16	1602	OAK	6	1761	OAK	7	1903	PINE	8	5109	OAK	6	5481	PINE	12	5709	OAK	26	5848	PINE	6
858	PALM	9	1176	OAK	4	1385	MELALEUCA	9	1603	PINE	9	1762	OAK	26	1904	PALM	8	5110	OAK	18	5482	PINE	10	5710	OAK	6	5849	PALM	15
859	PALM	10	1177	OAK	6	1386	OAK	11	1604	OAK	6	1763	OAK	6	1905	PINE	9	5152	OAK	8	5483	PINE	10	5711	PINE	8	5850	PALM	15
860	ARZIBIA	9	1178	OAK	14	1387	OAK	9	1605	OAK	4	1764	OAK	24	1906	PALM	10	5174	PINE	8	5484	PINE	8	5712	PINE	4	5851	PINE	12
861	PALM	10	1179	ARTIZIA	4	1388	MELALEUCA	32	1606	OAK	4	1765	PINE	11	1907	PALM	10	5175	PINE	8	5485	PINE	8	5713	PINE	10	5852	PALM	12
862	PALM	8	1181	ROYAL POINCIANA	8	1389	OAK	7	1607	PINE	16	1766	OAK	6	1908	PINE	13	5176	PINE	8	5486	PINE	8	5714	PINE	6	5853	PINE	10
863	PALM	7	1182	OAK	4	1390	OAK	4	1608	OAK	5	1767	OAK	12	1909	PINE	6	5177	PINE	10	5487	PINE	8	5715	PINE	12	5854	PALM	15
864	PALM	4	1183	OAK	4	1391	MELALEUCA	15	1609	PINE	6	1768	OAK	10	1910	OAK	8	5178	PINE	10	5488	OAK	4	5716	PALM	20	5855	PINE	10
865	PALM	4	1184	OAK	5	1394	OAK	13	1610	OAK	4	1769	OAK	17	1911	OAK	7	5179	PINE	15	5489	PINE	10	5717	PINE	6	5856	PINE	8
866	PALM	8	1185	OAK	7	1395	OAK	8	1611	PINE	7	1770	PALM	12	1912	OAK	7	5180	PINE	10	5490	PINE	8	5718	PINE	8	5857	PINE	4
867	PALM	10	1186	OAK	4	1402	PINE	25	1612	OAK	6	1771	PALM	12	1913	PINE	7	5181	PINE	6	5491	PINE	8	5719	PINE	6	5858	PINE	10
868	PALM	8	1187	OAK	9	1403	OAK	16	1613	OAK	5	1772	PINE	10	1914	PINE	7	5182	OAK	4	5492	PINE	8	5720	PINE	12	5859	PINE	6
869	PALM	9	1188	OAK	14	1414	UNKNOWN	4	1614	OAK	4	1773	ROYAL POINCIANA	5	1915	PINE	7	5183	PALM	18	5493	PINE	10	5721	PINE	4	5860	PINE	8
870	PALM	8	1190	OAK	7	1415	SILKY OAK	8	1615	OAK	9	1774	PINE	8	1916	PINE	7	5184	OAK	4	5494	PINE	4	5722	PINE	12	5861	PINE	8
871	PALM	9	1191	OAK	5	1416	MAPLE	15	1616	OAK	8	1775	PINE	11	1917	OAK	5	5185	PINE	12	5495	PALM	15	5723	PINE	4	5863	PINE	12
872	PALM	7	1192	OAK	10	1418	UMBRELLA	20	1617	OAK	8	1776	PALM	12	1918	OAK	5	5186	PINE	12	5496	PALM	12	5724	PINE	6	5864	PINE	24
873	PALM	7	1194	OAK	(2) 4	1419	UMBRELLA	10	1618	PINE	19	1777	OAK	8	1919	PINE	5	5187	OAK	10	5497	PALM	12	5725	PINE	8	5865	OAK	8
874	PALM	7	1195	OAK	4	1421	UMBRELLA	5	1619	PINE	16	1778	OAK	5	1920	PALM	10	5188	OAK	8	5498	PALM	15	5726	PINE	6	5866	PINE	12
890	OAK	7	1196	PALM	13	1422	UMBRELLA	5	1620	PINE	15	1779	OAK	17	1921	PINE	12	5189	PINE	10	5499	PALM	12	5727	PINE	8	5867	OAK	6
891	PALM	8	1200	OAK	5	1423	OAK	17	1621	OAK	7	1780	PALM	12	1922	PINE	12	5190	OAK	4	5500	PALM	12	5728	PALM	15	5869	PINE	8
892	OAK	13	1201	OAK	12	1424	OAK	9	1622	OAK	7	1781	MELALEUCA	22	1923	OAK	7	5191	OAK	4	5501	PALM	10	5731	PINE	4	5870	OAK	4
893	PALM	12	1203	PALM	15	1425	PALM	8	1623	OAK	5	1782	MELALEUCA	10	1924	PALM	12	5192	PALM	10	5502	PALM	12	5732	PALM	15	5871	OAK	4
894	PALM	14	1204	OAK	12	1426	OAK	8	1624	PINE	12	1783	MELALEUCA	7	1925	PALM	13	5193	PALM	18	5503	PALM	12	5733	PINE	10	5872	UNKNOWN	6
895	OAK	19	1207	UMBRELLA	10	1427	MELALEUCA	12	1625	PINE	18	1784	MELALEUCA	12	1926	PINE	9	5194	PINE	18	5504	PALM	12	5734	PINE	12	5873	UNKNOWN	15
896	OAK	7	1208	PINE	9	1430	MELALEUCA	8	1626	PINE	4	1785	MELALEUCA	5	1927	PINE	4	5195	PINE	10	5505	PALM	12	5735	PINE	12	5874	UNKNOWN	12
897	OAK	12	1209	OAK	(3) 4	1431	OAK	30	1627	OAK	8	1786	PALM	6	1928	OAK	9	5196	PINE	6	5506	PALM	12	5736	PINE	8	5875	UNKNOWN	15
898	PALM	15	1211	OAK	16	1437	OAK	6	1628	OAK	6	1787	MELALEUCA	11	1929	OAK	8	5197	OAK	8	5604	PALM	12	5737	PINE	10	5876	OAK	8
899	OAK	7	1212	OAK	5	1438	OAK	7	1629	OAK	6	1788	OAK	7	1930	PALM	10	5198	PINE	6	5605	PALM	12	5738	OAK	4	5879	OAK	6
900	PALM	12	1213	OAK	21	1439	OAK	8	1630	PINE	8	1789	MELALEUCA	7	1931	OAK	10	5199	PINE	12	5606	PALM	10	5739	OAK	4	5880	UMBRELLA	8
901	OAK	8	1214	OAK	5	1445	PINE	7	1631	OAK	7	1790	PINE	11	1932	OAK	9	5200	PINE	12	5607	PINE	20	5740	OAK	4	5881	UMBRELLA	6
902	PALM	14	1216	PINE	6	1446	PINE	10	1632	PINE	15	1791	PINE	7	1933	PALM	12	5201	OAK	6	5608	PALM	10	5741	OAK	4	5882	UMBRELLA	15
903	PALM	14	1217	PINE	13	1447	PINE	5	1633	PINE	7	1792	PINE	4	1934	OAK	5	5202	PINE	8	5609	PALM	15	5742	OAK	6	5883	OAK	4
904	PALM	14	1221	OAK	8	1448	PINE	6	1634	PINE	4	1793	OAK	6	1935	OAK	6	5203	OAK CLUSTER	12	5610	PALM	18	5743	PINE	6	5884	OAK	6
905	PALM	14	1222	PINE	6	1449	OAK	4	1635	PINE	4	1794	PINE	12	1936	OAK	10	5204	OAK	6	5611	PALM	18	5744	OAK	6	5885	OAK	6
906	PALM	11	1223	PINE	4	1450	PINE	13	1636	PINE	18	1795	PINE	12	1937	OAK	5	5205	PINE	8	5612	PALM	18	5745	PINE	12	5886	OAK	6
907	PALM	11	1224	PINE	7	1454	OAK	5	1637	PINE	14	1796	PINE	9	1938	OAK	5	5206	PINE	8	5613	PALM	18	5746	PINE	12	5887	UMBRELLA	15
908	ARZIBIA	4	1225	PINE	9	1455	OAK	4	1638	OAK	7	1797	PINE	9	1939	OAK	8	5207	PINE	10	5614	PINE	15	5752	OAK	12	5888	UMBRELLA	4
909	PALM	13	1226	OAK	4	1456	MELALEUCA	13	1639	OAK	6	1798	PINE	9	1940	PINE	12	5208	PINE DOUBLE	15	5615	OAK	5	5753	PINE	10	5889	PALM	15
910	PALM	13	1227	PINE	7	1458	OAK	5	1640	PINE	7	1799	MELALEUCA	5	1941	PINE	5	5209	OAK	6	5616	OAK	6	5754	OAK	8	5890	OAK	8
911	OAK	9	1228	PINE	4	1459	MAPLE	8	1641	PINE	16	1800	PINE	5	1942	PINE	5	5210	PALM	15	5617	PINE	10	5755	PINE	4	5891	OAK	4
912	PALM	12	1229	PINE	4	1460	OAK	(2) 5	1642	PINE	6	1801	PINE	11	1943	PINE	11	5211	OAK	6	5618	OAK	6	5756	PINE	6	5892	OAK	10
913	PALM	12	1230	PINE	5	1461	PALM	15	1643	PINE	7	1802	PINE	6	1944	PINE	11	5212	OAK	12	5619	PINE	6	5757	PINE	8	5893	PINE	8
914	PALM	14	1231	PINE	8	1462	PALM	16	1644	PINE	6	1803	PINE	9	1964	PALM	13	5213	PINE	8	5620	PINE	4	5758	PINE	8	5894	OAK	4
915	PALM	14	1232	PINE	4	1463	PALM	10	1645	UMBRELLA	7	1804	PINE	7	1965	PALM	9	5214	OAK	4	5621	OAK	6	5759	PINE	10	5895	PALM	12
916	OAK	8	1233	OAK	4	1464	OAK	4	1646	PALM	9	1805	PINE	9	1966	PALM	12	5216	PALM	12	5622	PINE	12	5760	PINE	6	5896	OAK	6
917	OAK	(2) 6	1234	PINE	4	1465	OAK	5	1647	OAK	14	1806	PINE	9	1967	OAK	7	5217	PINE	10	5623	PINE	6	5761	PINE	12	5897	OAK	6
918	PALM	7	1235	PINE	9	1471	MELALEUCA	43	1648	OAK	26	1807	OAK	6	1968	OAK	10	5218	OAK	12	5624	PINE	4	5762	PALM	8	5898	SILKY OAK	6
919	PALM	7	1236	PINE	5	1472	OAK	7	1649	UMBRELLA	12	1808	OAK	7	1969	PINE	12	5219	PINE	10	5625	PINE	8	5763	PINE	12	5899	PALM	15
920	OAK	24	1237	OAK	5	1474	MELALEUCA	4	1650	OAK	17	1809	PINE	32	1970	PALM	12	5220	PALM	18	5626	PINE	4	5764	PINE	8	5900	UMBRELLA	8
921	OAK	28	1238	PINE	5	1475	OAK	4	1651	OAK	12	1810	OAK	8	1971	PALM	10	5221	PINE	10	5627	OAK	4	5765	PINE	8	5901	OAK	6
922	OAK	27	1239	OAK	(2) 5	1476	MAELALEUCA	16	1652	PALM	13	1811	PINE	10	1972	OAK	5	5222	PALM	18	5628	PINE	20	5766	PINE	10	5902	OAK	4
923	PALM	14	1240	PINE	5	1479	MELALEUCA	(2) 4	1653	PINE	17	1812	PINE	12	1973	OAK	7	5223	PINE	6	5629	OAK	6	5767	PINE	10	5903	UMBRELLA	4
924	PALM	12	1241	PINE	10	1480	MELALEUCA	4	1654	PALM	12	1813	PINE	12	1974	MELALEUCA	8	5224	PINE	12	5630	OAK	4	5768	PINE	10	5904	PINE	10
925	OAK	9	1242	PINE	8	1481	MELALEUCA	4	1655	OAK	6	1814	PINE	5	1975	PALM	12	5225	PINE	6	5631	PINE	8	5771	OAK	6	5905	OAK	4
926	OAK	9	1243	PINE	12	1485	PINE	6	1656	OAK	4	1815	OAK	4	1976	OAK	40	5226	PINE	10	5632	MALELUCA	10	5772	OAK	6	5906	UMBRELLA	6
927	PALM

TREE TABLE:

TREE NUMBER	TREE NAME	DIAMETER IN INCHES
5921	OAK	10
5922	PALM	12
5923	PINE	10
5924	PINE	10
5925	OAK	6
5926	OAK	4
5927	OAK	4
5928	PINE	6
5929	PALM	15
5930	MAPLE	8
5931	PALM	12
5932	OAK	18
5933	OAK	18
5934	PALM	12
5935	OAK	12
5936	PINE	12
5937	OAK	6
5938	OAK	6
5939	OAK	6
5940	OAK	8
5941	PINE	18
5942	OAK	7
5943	PINE	6
5944	OAK	8
5945	OAK	4
5946	PALM	12
5947	PINE	6
5948	PINE	8
5949	PINE	6
5950	PINE	8
5951	PINE	8
5952	PINE	6
5953	PINE	4
5954	PINE	10
5955	PINE	4
5956	PINE	10
5957	PINE	8
5958	PINE	10
5959	PALM	12
5960	PALM	12
5961	PINE	24
5962	PALM	18
5963	PINE	10
5964	PALM	12
5965	PALM	12
5966	OAK	10
5967	OAK	6
5968	PALM	15
5969	OAK	18
5970	UMBRELLA	8
5971	PALM	12
5972	PALM	15
5973	PINE	8
5974	PINE	8
5975	OAK	12
5976	PALM	15
5977	PALM	12
5978	OAK	12
5979	PALM	15
5982	PONCIANA	12
5983	PONCIANA	10
5984	PONCIANA	8
5985	PALM	10
5986	PALM	8
5987	PALM	8
5988	PALM	10
5989	PALM	8
5990	PALM	7
5991	OAK	7
5992	PONCIANA CLUSTER	N/A
5994	OAK	15
5995	OAK	12
5996	OAK	8
5997	OAK	8
5998	OAK CLUSTER	28
5999	OAK	8
6000	OAK	10
6001	OAK	6
6002	OAK	12
6003	OAK	6
6004	OAK	36
6005	OAK	28
6006	UMBRELLA	8
6009	OAK	10
6010	OAK	8
6011	PALM	6
6012	PALM	6
6013	PALM	6
6014	PALM	4
6015	PALM	6
6016	UMBRELLA CLUSTER	12
6017	PALM	6
6018	OAK	12
6019	PALM	8
6020	OAK CLUSTER	36
6021	OAK	20
6022	OAK	15
6023	OAK	18
6024	OAK	14
6025	PALM	15
6026	OAK	8
6027	OAK	15
6028	OAK	24
6029	PINE	18
6030	OAK	6
6031	OAK	8
6032	OAK CLUSTER	12
6033	OAK	6
6034	OAK	15
6035	OAK	6
6036	UMBRELLA	4
6037	OAK	5
6038	PINE DOUBLE	26
6039	PINE	5
6041	OAK DOUBLE	15
6042	PONCIANA	4
6043	OAK	10
6044	OAK	12
6045	OAK	4
6046	OAK	4
6047	OAK	6
6048	OAK	6
6049	OAK	12
6050	OAK	34
6051	PONCIANA CLUSTER	18
6052	OAK	10
6053	OAK	4
6054	OAK	4
6055	PALM	4
6056	OAK	12
6057	OAK	6
6058	OAK	6
6059	OAK	8
6060	PALM	4
6061	PALM	12
6062	PALM	7
6063	PALM	7
6064	OAK	18
6065	OAK	8
6066	OAK	8
6067	OAK	6
6068	PINE	6
6069	OAK	12
6070	OAK	6
6071	OAK	7
6072	OAK	5
6073	OAK	8
6074	PINE	8
6075	PONCIANA	6
6076	OAK	4
6077	OAK	4
6078	OAK	10
6079	OAK	10
6080	OAK	4
6081	PONCIANA	6
6082	PINE	4
6083	PINE	7
6084	PINE	4
6085	PALM	12
6086	OAK	18
6087	OAK	7
6088	OAK	8
6089	OAK	6
6090	OAK	12
6091	OAK	6
6092	OAK	6
6093	PALM	20
6094	PALM	20
6095	OAK	8
6096	OAK	6
6097	OAK	6
6098	OAK	4
6099	PALM	4
6100	OAK	10
6101	OAK	10
6102	PALM	8
6103	OAK	6
6109	PALM	10
6110	OAK	4
6111	PALM	4
6112	OAK	8
6113	OAK	15
6114	OAK	20
6115	OAK	4
6116	OAK	8
6117	PALM	12
6119	PALM	15
6120	OAK	8
6121	OAK	4
6122	OAK	4
6123	OAK	8
6124	OAK	8
6125	OAK	7
6126	OAK	12
6127	OAK	4
6128	OAK	12
6129	OAK	7
6130	PALM	18
6131	OAK	6
6132	OAK	6
6133	OAK	6
6134	OAK	4
6135	OAK	6
6136	PALM	8
6137	UNKNOWN	10
6138	UNKNOWN CLUSTER	6
6139	PALM	12
6140	PALM	12
6142	OAK	7
6143	OAK	8
6144	OAK	10
6145	OAK	15
6146	OAK	6
6147	OAK	10
6148	OAK	6
6149	UNKNOWN	6
6150	PALM	10
6151	OAK	6
6152	PALM	10
6153	PALM	10
6154	OAK	5
6155	OAK	8
6158	OAK	10
6159	OAK	10
6160	OAK	8
6161	OAK	6
6162	OAK	4
6163	PALM	15
6164	PALM	15
6165	PINE	4
6166	PINE	10
6167	PALM	12
6168	PALM	12
6169	OAK	6
6170	PALM	18
6171	PALM	12
6172	PALM	12
6173	PALM	12
6174	PALM	12
6175	PALM	12
6176	PINE	10
6177	PINE	12
6178	PINE	12
6179	PINE	10
6180	PINE	10
6181	PINE	6
6182	PINE	4
6183	PINE	10
6184	PINE	8
6185	PINE	6
6186	PALM	20
6187	PALM	10
6188	PINE	12
6189	PALM	12
6190	PALM	6
6191	PALM	12
6192	PALM	15
6193	PINE	18
6194	OAK	6
6195	PALM	15
6196	PALM	18
6197	OAK	8
6198	OAK	6
6199	OAK	6
6200	OAK	4
6201	PALM	12
6202	PINE	18
6204	PINE	10
6205	PINE	12
6206	PINE	12
6207	PINE	18
6208	PALM	15
6209	OAK	6
6210	OAK	6
6211	OAK	5
6212	PINE	4
6213	PINE	15
6214	PINE	10
6215	PINE	8
6216	OAK	10
6217	OAK	12
6218	OAK	10
6219	OAK DOUBLE	10
6220	PALM	18
6221	OAK	12
6222	OAK	10
6223	OAK	4
6224	OAK	6
6225	PALM	18
6226	PINE	8
6227	PINE	10
6228	PALM	20
6229	OAK	8
6230	PINE	15
6231	PINE	15
6232	PINE	15
6233	PINE	12
6234	PINE	6
6235	OAK	4
6236	PINE	10
6237	PINE	6
6238	PINE	7
6239	PINE	12
6240	OAK	8
6241	OAK	4
6242	PALM	18
6243	OAK	12
6244	PINE	12
6245	PALM	20
6246	PALM	20
6247	PALM	20
6248	PALM	20
6249	PALM	20
6250	PALM	20
6251	OAK	6
6252	PALM	12
6253	PINE	4
6254	PINE	24
6255	UMBRELLA	5
6256	PALM	30
6257	PINE	8
6258	PALM	18
6259	PINE	8
6260	PINE	7
6261	OAK	36
6262	OAK	18
6263	OAK	8
6264	OAK	6
6265	PALM	15
6266	PALM	15
6267	OAK	8
6268	OAK	8
6269	OAK	8
6270	OAK	6
6271	PINE	8
6272	PALM	18
6273	OAK	4
6274	OAK	4
6275	PINE	8
6276	PINE	10
6277	PINE	10
6278	PINE	7
6279	OAK	4
6280	PINE	10
6281	PINE	12
6282	OAK	4
6283	OAK	8
6284	OAK	8
6285	OAK	6
6286	OAK	8
6287	PINE	18
6289	PINE	12
6290	PALM	12
6291	PALM	12
6292	PINE	12
6293	PINE	6
6294	PINE	12
6295	OAK	6
6296	OAK	6
6298	PINE	24
6300	PINE	6
6301	PALM	15
6302	PALM	15
6303	PINE	15
6304	PINE	12
6305	PALM	18
6306	PINE	8
6307	PINE	8
6308	PINE	8
6309	PINE	8
6310	PINE	8
6311	PINE	8
6312	PINE	8
6313	OAK	6
6314	OAK	6
6315	PINE	5
6316	OAK	5
6317	PALM	15
6318	OAK	5
6319	OAK	8
6320	PALM	15
6321	PINE	12
6322	PALM	12
6323	OAK	12
6324	PINE	15
6325	OAK	10
6326	PINE	10
6327	OAK	6
6328	OAK	6
6329	OAK	6
6330	PINE	12
6331	OAK	10
6332	OAK	6
6333	OAK	8
6334	OAK DOUBLE	36
6335	OAK	12
6336	OAK	12
6337	PALM	12
6338	PINE	8
6339	OAK	8
6340	OAK	12
6341	OAK	10
6342	OAK	6
6343	PINE	8
6344	PINE	8
6345	PINE	7
6346	OAK	4
6347	OAK	4
6348	PINE	24
6349	OAK	12
6350	PINE	20
6351	OAK	18
6352	OAK	12
6353	OAK	10
6354	OAK	8
6355	PALM	10
6356	PALM	10
6357	PALM	12
6358	OAK	7
6359	PINE	10
6360	OAK	8
6361	PALM	12
6362	PINE	10
6363	OAK	4
6364	OAK	4
6365	OAK	6
6366	PINE	8
6367	PINE	10
6368	PINE	6
6369	PINE	6
6370	OAK	12
6371	PINE	7
6372	PINE	12
6373	PINE	7
6374	PINE	10
6375	PINE	8
6376	PINE	7
6378	PINE	7
6379	PINE	7
6380	PINE	8
6381	PALM	20
6382	PALM	15
6383	PALM	18
6384	UMBRELLA CLUSTER	12
6385	PINE	8
6386	PINE	12
6387	PINE	6
6388	PINE	12
6389	PINE	10
6390	PINE	4
6391	PINE	8
6392	PINE	10
6393	PALM	20
6394	PINE	10
6395	PINE	5
6396	PINE	4
6397	PINE	5
6398	PINE	5
6399	PALM	12
6400	PINE	12
6401	PINE	20
6402	PINE	8
6403	PINE	8
6404	PINE	4
6405	PALM	15
6406	PINE	5
6407	PINE	10
6408	OAK	4
6409	PINE	12
6410	OAK	4
6411	OAK	8
6412	PINE	8
6414	OAK	4
6415	PINE	10
6416	PINE	8
6417	PINE	7
6418	PINE	8
6419	PINE	7
6420	PINE	7
6421	PINE	6
6422	PINE	8
6423	PINE	12
6424	PINE	12
6425	PINE	10
6426	PINE	7
6427	OAK	12
6428	PINE	10
6429	PINE	20
6430	PINE	12
6431	PINE	15
6434	PINE	18
6435	PINE	8
6436	PINE	8
6437	PINE	4
6439	PINE	7
6440	PINE	8
6442	OAK	8
6443	PINE	15
6444	PINE	8
6445	PALM	15
6446	PALM	18
6447	PALM	12
6448	PALM	12
6449	PINE	15
6450	OAK	5
6451	OAK	10
6452	PINE	7
6453	PINE	12
6454	PALM	12
6455	PALM	15
6456	PALM	15
6457	PALM	15
6458	OAK	5
6459	OAK	7
6460	PALM	12
6461	OAK	10
6462	OAK	12
6463	OAK	10
6464	OAK	12
6465	OAK	6
6466	PALM	12
6467	PALM	12
6468	PALM	12
6469	PINE	18
6470	PALM	15
6472	PINE	4
6473	PINE	4
6474	PINE DOUBLE	18
6475	PINE	8
6476	PINE	4
6477	PINE	8
6478	PINE	10
6479	OAK	4
6480	PALM	12
6481	PALM	12
6482	PINE	4
6483	PALM	15
6484	PALM	20
6485	PINE	5
6486	PINE	4
6487	PALM	12
6488	PINE	7
6489	PINE	6
6490	OAK	4
6491	OAK	4
6492	OAK	4
6493	PALM	18
6494	PALM	18
6495	PINE	7
6496	PINE	5
6497	PALM	15
6498	PINE	8
6499	PINE	10
6501	OAK	4
6502	OAK	5
6503	OAK	4
6504	PALM	12
6505	OAK	5
6506	PALM	12
6507	PALM	12
6508	OAK	5
6509	OAK	5
6510	PINE	20
6511	OAK CLUSTER	28
6512	PALM	12
6513	PINE	8
6514	PINE	4
6515	PINE	4
6516	PINE	4
6517	PINE	4
6518	PINE	4
6519	PINE	4
6520	PINE	4
6521	PINE	7
6522	PINE	7
6524	PINE	18
6525	PALM	12
6526	PINE	7
6527	PINE DOUBLE	18
6528	PINE	15
6529	PALM	12
6530	OAK	5
6531	PALM	15
6532	PINE	10
6533	PALM	15
6534	PINE	4
6535	PINE	5
6536	PINE	8
6537	PINE	10
6538	PALM	15
6539	PINE	8
6540	PALM	15
6541	OAK	8
6542	PALM	12
6543	PINE	15
6544	PINE	12
6545	PINE	4
6546	PINE	10
6547	PINE	10
6548	PINE	4
6549	PINE	8
6550	OAK	8
6551	OAK	6
6552	OAK	4
6553	PINE	10
6554	PINE	5
6555	PINE	4
6556	PALM	36
6557	PINE	10
6558	PINE	12
6559	PINE	10
6560	PINE	12
6561	PINE	4
6562	PINE	5
6563	PINE	15
6564	PINE	8
6565	PINE	15
6566	OAK	6
6567	OAK	10
6568	PINE	20
6569	OAK	8
6570	PINE	5
6571	PINE	8
6572	OAK	10
6573	PINE	15
6574	PINE	12
6575	OAK	5
6576	PINE	8
6577	PINE	24
6578	PINE	18
6579	OAK	15
6580	OAK	6
6581	OAK	8
6582	OAK	10
6583	OAK	10
6584	OAK	15
6585	PINE	20
6586	OAK	8
6588	OAK CLUSTER	12
6589	OAK	6
6591	OAK	4
6593	OAK	4
6594	OAK	7
6595	OAK	10
6596	OAK	10
6597	OAK	7
6598	OAK	6
6601	OAK	4
6602	OAK	4
6603	OAK	4
6604	OAK	10
6605	OAK	12
6606	PINE	8
6607	PINE	5
6608	PINE	8
6609	OAK DOUBLE	15
6610	PINE	10
6611	PINE	6
6612	PINE	6
6613	PINE	6
6614	PINE	10
6615	PINE	8
6616	PINE	7
6617	PINE	7
6618	OAK	6
6619	PINE	18
6620	OAK	6
6621	PINE	6
6622	PINE	7
6623	OAK	4
6624	PINE	20
6625	OAK	7
6627	OAK	4
6628	OAK	5
6629	OAK	5
6630	OAK DOUBLE	10
6631	OAK	4
6632	PINE	20
6633	OAK	5
6634	OAK	5
6636	OAK DOUBLE	20
6641	OAK	5
6642	OAK	5
6643	OAK	5
6644	PALM	12
6645	PALM	12
6646	PALM	18
6647	PALM	12
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6650	PALM	12
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6652	PALM	12
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6656	OAK	12
6657	OAK	15
6658	PALM	12
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6661	OAK	24
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6663	PALM	12
6664	OAK	10
6665	OAK	12
6666	OAK	15
6667	OAK	10
6668	OAK	10
6669	OAK	12
6670	PALM	12
6671	OAK	12
6672	OAK	15
6673	OAK	10
6674	OAK	8
6675	OAK	5
6676	PALM	15
6677	OAK	12
6678	OAK	8
6679	OAK	8
6680	OAK	12
6681	MAPLE	6
6684	OAK	7
6685	OAK	7
6686	UMBRELLA	5
6687	OAK	7
6688	PINE	15
6689	OAK CLUSTER	12
6690	PINE	10
6691	OAK	7
6692	PINE	10
6693	PINE	8
6694	OAK	5
6695	OAK	8
6696	OAK	7
6697	OAK	6
6698	OAK	6
6699	PINE	7
6700	PINE	8
6701	PINE	12
6702	PINE	6
6703	PINE	8
6704	PINE	7
6705	PINE	7
6706	PINE	10
6707	PINE	8
6708	PINE	8
6709	PINE	7
6710	PINE	4
6711	PINE	10
6712	PINE	10
6713	PINE	12
6714	PINE	8
6715	PINE	7
6716	OAK CLUSTER	20
6717	OAK	4
6718	PALM	12
6719	OAK	4
6720	OAK	10
6721	OAK	4
6726	PALM	15
6727	OAK	4
6728	OAK	4
6729	PALM	15
6730	PALM	12
6731	PALM	10
10016	PINE	8
10017	OAK	7

KEITH

301 East Atlantic Blvd.
Pompano Beach, FL 33060
PH: (954) 788-3400

Florida Engineering Business License: CA7928
Florida Surveyor and Mapper Business License: LB6880
Florida Landscape Architecture Business License: LC26000457

REVISIONS

NO.	DESCRIPTION	DATE

DATE:	08/13/24
DRAWN BY:	ZPB
CHECKED BY:	WA
FIELD BOOK:	1160 & 1164

N

GRAPHIC SCALE
0 30 60
SCALE: 1" = 30 '

NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

SEA PINES
VILLAGE
FT. PIERCE

SHEET TITLE

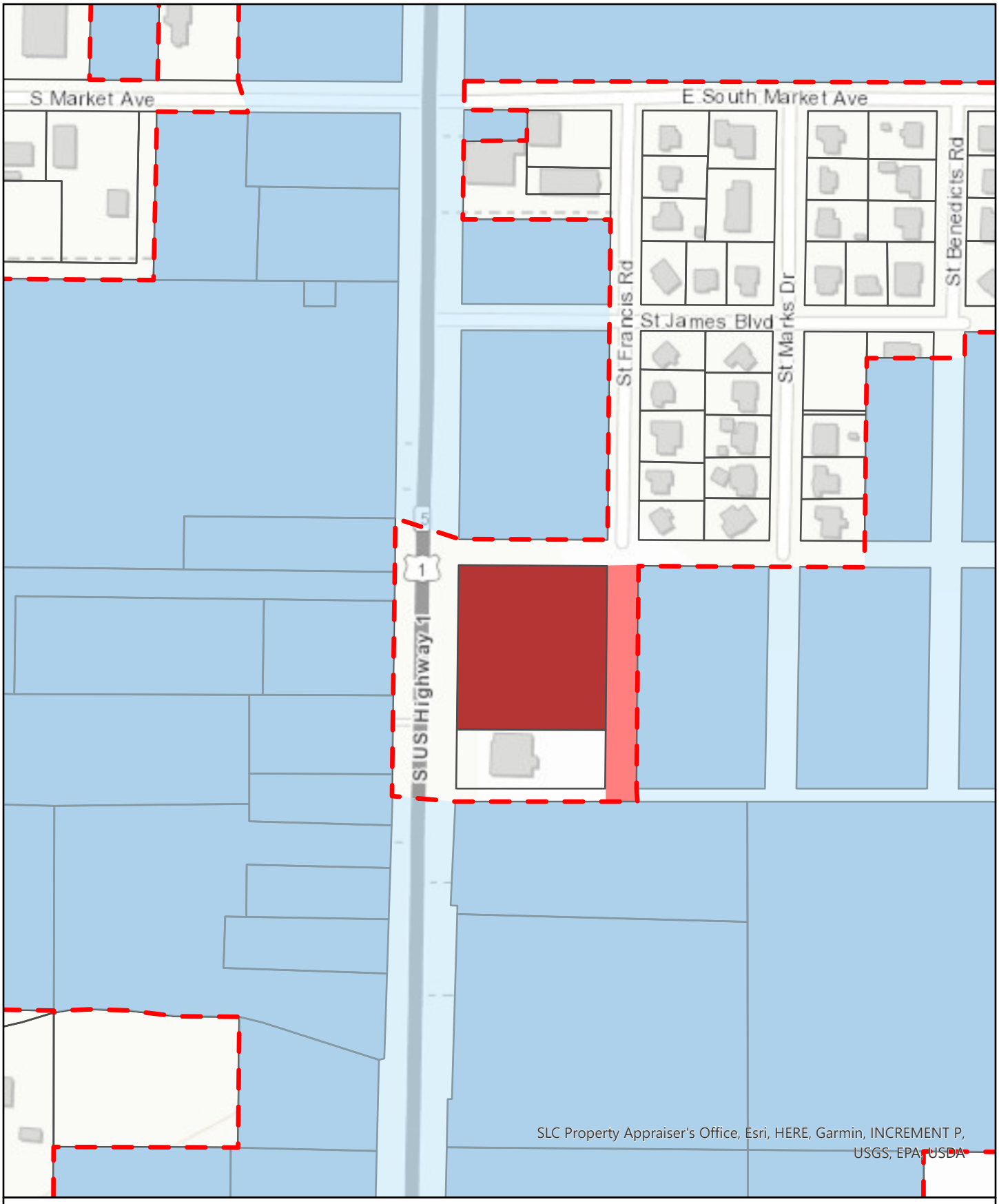
ALTA/NSPS LAND
TITLE SURVEY

SHEET NUMBER 7 OF 7

PROJECT NUMBER 13844.00

Plotted by: dbittner On 12/2/2024 1:02 PM

Drawing name: K:\13844.00 - Sea Pines Village - Ft Pierce - Principle Design & Dev Group, LLC\Survey\DWG\13844.00 ALTA SURVEY.dwg



Annexation Parcel Map

- Annexation Parcel
- ROW Area
- Fort Pierce Parcels
- Fort Pierce City Limits

N

0 0.03 0.05 Miles

KEITH
Engineering Inspired Design.

LEGAL DESCRIPTION:

LOTS 3 THROUGH 14, BLOCK 1, ST. JAMES PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 58 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA,

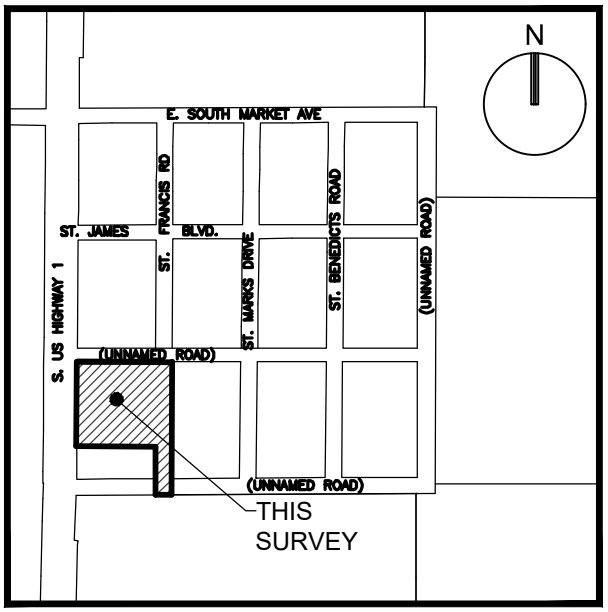
LESS THE FOLLOWING:

THE WEST 45 FEET OF LOTS 3 THROUGH 8 OF SAID BLOCK 1, OF SAID PLAT, FROM THE EXISTING WEST LINE TO THE ORIGINAL WEST LINE OF SAID LOTS, OF SAID PLAT.

TOGETHER WITH:

THAT CERTAIN UNNAMED 60' RIGHT OF WAY LYING BETWEEN BLOCK 1, & BLOCK 6, OF SAID ST. JAMES PARK PLAT, BEING BOUND ON THE NORTH BY THE EASTERLY EXTENSION OF THE NORTH LINE OF SAID BLOCK 1, AND BEING BOUND OF THE SOUTH BY THE SOUTH RIGHT OF WAY LINE OF THAT CERTAIN UNNAMED 25 FOOT RIGHT OF WAY.

SAID RIGHT OF WAY LYING IN ST. LUCIE COUNTY, FLORIDA, AND CONTAINING 114,851 SQUARE FEET (2.637 ACRES) MORE OR LESS.



LOCATION MAP:
NOT TO SCALE

SURVEY NOTES:

1. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
2. KEITH AND ASSOCIATES, INC. CERTIFICATE OF AUTHORIZATION NUMBER IS L.B.#6860.
3. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ENCRYPTED DIGITAL SIGNATURE OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
4. IT IS A VIOLATION OF THE STANDARDS OF PRACTICE RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SKETCH AND DESCRIPTION WITHOUT THE EXPRESSED PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SKETCH AND DESCRIPTION WILL MAKE THIS DOCUMENT INVALID.
5. THIS SKETCH AND DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.
6. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 89°40'50" EAST ALONG THE NORTH LINE OF BLOCK 1, ST. JAMES PARK, AS RECORDED IN PLAT BOOK 5, ON PAGE 58 , OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
7. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
8. THE INTENDED DISPLAY SCALE FOR THIS SKETCH IS 1"= 80' OR SMALLER.

CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH & DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THE INFORMATION AS WRITTEN UNDER MY DIRECTION ON JANUARY 24, 2025 MEETS THE STANDARDS OF PRACTICE RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KEITH & ASSOCIATES, INC.
CONSULTING ENGINEERS

WILLIAM ARATA, P.S.M.
FLORIDA REG. NO. 5082
(FOR THE FIRM)

SKETCH & DESCRIPTION

LOTS 3 THROUGH 14,
BLOCK 1, AND PORTIONS OF THOSE
25' & 60' UNNAMED RIGHT OF WAYS,
ST. JAMES PARK
P.B. 5, PG. 58, S.L.C.R.

SAINT LUCIE COUNTY, FLORIDA

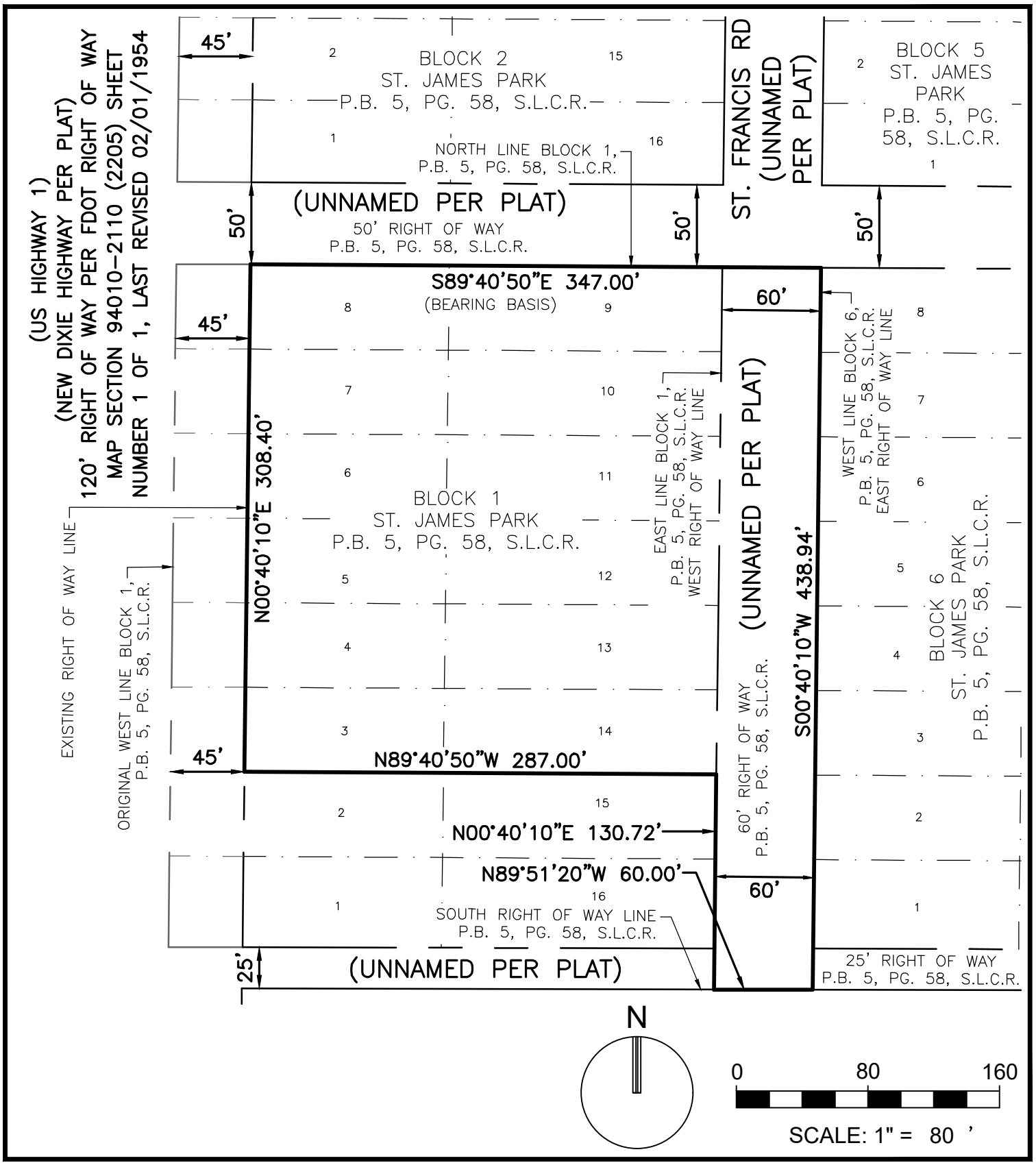
KEITH
301 EAST ATLANTIC BOULEVARD
POMPANO BEACH, FLORIDA 33060-6643
(954) 788-3400 FAX (954) 788-3500
EMAIL: mail@KEITHteam.com LB NO. 6860

SHEET 1 OF 2

DRAWING NO. 13844.00 SK&D ANNEX.dwg

DATE 01/24/25
SCALE AS SHOWN
FIELD BK. N/A
DWNG. BY ZPB
CHK. BY WA

DATE	REVISIONS
02/24/25	COMMENTS
06/25/25	BOUNDARY



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SHEET 2 OF 2

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SCALE	AS SHOWN
FIELD BK.	N/A
DWNG. BY	ZPB
CHK. BY	WA

DATE	REVISIONS
02/24/25	COMMENTS
06/25/25	COMMENTS

KEITH
Engineering Inspired Design.

Owner Affidavit / Letter of Authorization

City of Fort Pierce
Planning Department
100 N. U.S. Highway 1
Fort Pierce, FL 34950

St. Lucie County
Planning and Development Services Department
Planning Division
2300 Virginia Avenue
Fort Pierce, FL 34982

RE: Goose Development Fund, LLC
18978 Point Drive
Tequesta, FL 33469
Folio: 2434-501-0072-000-2, 2434-501-0087-000-0, 2434-501-0154-000-1, 2434-501-0110-000-1, 2434-501-0139-000-0, 2434-501-0132-000-1, 2434-501-0004-000-5

To Whom It May Concern;

State of Florida
County of St. Lucie

I, Grant Garvey, am the authorized agent of **Goose Development Fund, LLC**, the owner of property described in the legal description.

PARCEL NO. 1:
LOTS 3 TO 8, INCLUSIVE, LESS THE WEST 45 FEET AND ALL LOTS 9 TO 14, INCLUSIVE, BLOCK 1, ST. JAMES PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 58, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

PARCEL NO. 2:
LOTS 1 TO 16, BLOCK 6, ST. JAMES PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 58, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

PARCEL NO. 3:
LOTS 1 TO 16, BLOCK 7, ST. JAMES PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 58, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

PARCEL NO. 4:
LOTS 10, 11, 12, 13, 14, 15 AND 16, BLOCK 8, ST. JAMES PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 58, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

PARCEL NO. 5:
LOTS 8, 9, 10, 11, 12, 13 AND 14, BLOCK 10, ST. JAMES PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 58, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

PARCEL NO 6:
LOTS 1 TO 16, BLOCK 11, ST. JAMES PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 58, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

PARCEL NO. 7:
LOTS 1 TO 16, BLOCK 12, ST. JAMES PARK, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 58, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

We hereby authorize **KEITH** to act and sign on our behalf to submit all necessary applications for entitlement and development related issues.

Signature of owner/agent

Print Name: Grant Garvey

Sworn and subscribed to before me this 23 day of November, 2024
He/she is personally known to me or
Has presented as identification.

ANTHONY FARES
Notary Public - State of Florida
Commission # HH 606006
My Comm. Expires Oct 23, 2028

Signature of Notary Public

Anthony Fares
Print Name

Witness #1 Signature

Jade Mather
Print Name

Print Address

Witness #2 Signature

KATHLEEN L GARVEY
Print Name

Print Address

Outlook

Re: Technical Review Committee cmments

From Sebastian Reina <sreina@keithteam.com>
Date Fri 9/26/2025 11:04 AM
To Kerry Driver <kdriver@cityoffortpierce.com>; Kevin Freeman <kfreeman@cityoffortpierce.com>; Christopher Suneson <csuneson@cityoffortpierce.com>
Cc 'Grant Garvey' <grantsgarvey@gmail.com>; Kermit White <kwhite@principledd.com>; Jorge Valle-Pellot <jvalle@keithteam.com>; James Kahn <JKahn@keithteam.com>

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Good morning Kerry,

Hope you have been having a great week!

Thank you very much for the virtual meeting we had on 9/11/2025. After some thought on the matter and taking the board's concerns into consideration, we believe the best way forward on the annexation is to have the parcel **continue to have a commercial future land use and zoning**. Please see the table below on the requested land use designations based on surrounding properties and like-for-like intensity:

	St Lucie County (Current)	Ft Pierce (Proposed)
Future Land Use	Commercial (COM)	General Commercial (GC)
Zoning	Commercial General (CG)	General Commercial (C-3)

We believe we can better address the concerns of the board and council during the PD rezoning process (with a concurrent future land use change).

Please place us on the next P&Z meeting for this annexation. I will prepare and send you a PowerPoint presentation on the item next week. If you have any questions or concerns, please contact me via email or phone.

Thank you,

Sebastian Reina
Planning Analyst
Office: 954.788.3400
Email: sreina@keithteam.com
www.KEITHteam.com

From: Kerry Driver <kdriver@cityoffortpierce.com>
Sent: Tuesday, September 9, 2025 2:14 PM
To: Sebastian Reina <sreina@keithteam.com>
Subject: Re: Technical Review Committee cmments

Sebastian,

Please add Kev Freeman (kfreeman@cityoffortpierce.com) and Chris Suneson (csuneson@cityoffortpierce.com) to the meeting link for Thursday.

Thank you

Kerry

Kerry C. Driver | Senior Planner | City of Fort Pierce

Planning Department

Phone: 772.467.3739 Fax: 772.466.5808 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

From: Sebastian Reina <sreina@keithteam.com>
Sent: Tuesday, September 9, 2025 10:55 AM
To: Kerry Driver <kdriver@cityoffortpierce.com>
Subject: Re: Technical Review Committee cmments

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Good morning Kerry,

Per the P&Z meeting yesterday, I would like to request a meeting with you to resolve the future land use and zoning issue the board members had on the annexation item. Would you be able to do Thursday morning? Let me know at what time and I can schedule a virtual teams meeting.

Thank you,

Sebastian Reina
Planning Analyst
Office: 954.788.3400
Email: sreina@keithteam.com
www.KEITHteam.com

From: Kerry Driver <kdriver@cityoffortpierce.com>
Sent: Friday, September 5, 2025 5:24 PM
To: Sebastian Reina <sreina@keithteam.com>
Subject: Re: Technical Review Committee cmments

It isn't required and too late for the Planning Board however, should you choose to create a PP for City Commission, when scheduled, please let me know as there will be a deadline for submission.

Kerry

Kerry C. Driver | Senior Planner | City of Fort Pierce

Planning Department

Phone: 772.467.3739 Fax: 772.466.5808 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

From: Sebastian Reina <sreina@keithteam.com>
Sent: Friday, September 5, 2025 4:08 PM
To: Kerry Driver <kdriver@cityoffortpierce.com>
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Good afternoon Kerry,

No problem! Would you suggest we prepare a presentation on this item for the meeting? Please let me know.

Thank you,

Sebastian Reina
Planning Analyst
Office: 954.788.3400
Email: sreina@keithteam.com
www.KEITHteam.com

From: Kerry Driver <kdriver@cityoffortpierce.com>
Sent: Friday, September 5, 2025 12:18 PM
To: Sebastian Reina <sreina@keithteam.com>
Cc: James Kahn <JKahn@keithteam.com>; Kermit White <kwhite@principledd.com>; Kelly Cranford <kcranford@keithteam.com>; 'Grant Garvey' <grantsgarvey@gmail.com>
Subject: Re: Technical Review Committee cmments

Hi Sebastian,

My apologies as I forgot to update the portal with the Planning Board information.

Yes, your annexation is scheduled for this coming Monday, September 8th meeting, which is start at 2p. Please see portal for details.

Kerry

Kerry C. Driver | Senior Planner | City of Fort Pierce

Planning Department

Phone: 772.467.3739 Fax: 772.466.5808 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

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Sent: Friday, September 5, 2025 10:55 AM
To: Kerry Driver <kdriver@cityoffortpierce.com>
Cc: James Kahn <JKahn@keithteam.com>; Kermit White <kwhite@principledd.com>; Kelly Cranford <kcranford@keithteam.com>; 'Grant Garvey' <grantsgarvey@gmail.com>
Subject: Re: Technical Review Committee cmments

You don't often get email from sreina@keithteam.com. Learn why this is important

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Good morning Kerry,

Hope you've had a great week!

Quick question, has the planning department scheduled our annexation request to a P&Z meeting yet? This is for project PZANN2025-00004.

Thank you,

Sebastian Reina
Planning Analyst
Office: 954.788.3400
Email: sreina@keithteam.com
www.KEITHteam.com

From: noreply@eplmail.tylerapp.com <noreply@eplmail.tylerapp.com>
Sent: Wednesday, August 20, 2025 3:45 PM
To: Sebastian Reina <sreina@keithteam.com>; Kelly Cranford <kcranford@keithteam.com>; kwhite@principledd.com <kwhite@principledd.com>; James Kahn <JKahn@keithteam.com>
Cc: kdriver@cityoffortpierce.com <kdriver@cityoffortpierce.com>
Subject: Technical Review Committee cmments

Hello,
Attached are the compiled technical review committee comments for your project. Please review the comments. As a reminder, your technical review committee meeting is scheduled for tomorrow. Invite information should have been provided. If not, please let me know.
I look forward to meeting you and working on getting your project approved.
Kerry

This is a no-reply e-mail address. To contact us, please send an e-mail to kdriver@cityoffortpierce.com

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

To: Sebastian Reina
Keith Team

From: Kerry C. Driver, Senior Planner

Re: **Project#: PZANN2025-00004 –** Voluntary Annexation
Sea Pines Village
Parcel IDs: 2434-501-0004-000-5

Meeting Date: Technical Review Committee Thursday, August 21, 2025

City of Fort Pierce Planning Department

1. COFP Planning Department has no objection to the annexation

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Kerry Driver, Senior Planner

FROM : Mark Zrallack, P.E., City Engineer

RE : Goose Development Annexation – PID No. 2434-501-0004-000-5
TRC Project No. PZANN2025-00004

DATE : August 12, 2025

This is to advise you that we have completed the review of the following documents as received by this office on August 12, 2025:

- ☐ Development Permit Compliance Review
- ☐ Construction Drawings
- ☒ Annexation
- ☐ Test Reports & Related Documents
- ☐ Executed Construction Contract
- ☐ Record Drawings
- ☐ Permits
- ☐ Other

Based on our reviews and appropriate site final inspection, we

- ☒ Recommend
- ☐ Do Not Recommend
- ☐ Variance Approval
- ☒ Approval
- ☐ C/O

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

☐ See attached for comments

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\Miscellaneous\Annexations\Goose Development

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

Technical Review Committee meeting

August 21, 2025

Case #: PZANN2025-00004

Planner: City of Ft. Pierce Planning Department.

Annexation

South US-1, east side, just south of St. James Blvd., Ft. Pierce (Goose Development).

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 Ext 3473

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: PZANN2025-00004
Annexation - Sea Pine Villages - S US Hwy 1

W/WW Engineering: Approved.

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

Gas: Approved.

FPUAnet Fiber: Approved.

PZANN2025-00004 Annexation Goose Development

JA

Jesse Almand<jalmand@slcfd.org>

Reply Reply all Forward

To: Kerry Driver; **Planning Department**

Mon 8/18/2025 1:41 PM

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

Good afternoon,

SLCFD has no comments for this review.

Respectfully,

Jesse Almand 736
Captain, Development/Site Planning Review
Saint Lucie County Fire District
Community Risk Reduction
(772) 621-3385

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.

Outlook

Re: Technical Review Committee cmments

From Sebastian Reina <sreina@keithteam.com>
Date Fri 9/26/2025 11:04 AM
To Kerry Driver <kdriver@cityoffortpierce.com>; Kevin Freeman <kfreeman@cityoffortpierce.com>; Christopher Suneson <csuneson@cityoffortpierce.com>
Cc 'Grant Garvey' <grantsgarvey@gmail.com>; Kermit White <kwhite@principledd.com>; Jorge Valle-Pellot <jvalle@keithteam.com>; James Kahn <JKahn@keithteam.com>

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We believe we can better address the concerns of the board and council during the PD rezoning process (with a concurrent future land use change).

Please place us on the next P&Z meeting for this annexation. I will prepare and send you a PowerPoint presentation on the item next week. If you have any questions or concerns, please contact me via email or phone.

Thank you,

Sebastian Reina
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Sebastian,

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Kerry

Kerry C. Driver | Senior Planner | City of Fort Pierce

Planning Department

Phone: 772.467.3739 Fax: 772.466.5808 100 North U.S. 1 Fort Pierce, FL 34950

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Kerry

Kerry C. Driver | Senior Planner | City of Fort Pierce

Planning Department

Phone: 772.467.3739 Fax: 772.466.5808 100 North U.S. 1 Fort Pierce, FL 34950

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Sent: Friday, September 5, 2025 12:18 PM
To: Sebastian Reina <sreina@keithteam.com>
Cc: James Kahn <JKahn@keithteam.com>; Kermit White <kwhite@principledd.com>; Kelly Cranford <kcranford@keithteam.com>; 'Grant Garvey' <grantsgarvey@gmail.com>
Subject: Re: Technical Review Committee cmments

Hi Sebastian,

My apologies as I forgot to update the portal with the Planning Board information.

Yes, your annexation is scheduled for this coming Monday, September 8th meeting, which is start at 2p. Please see portal for details.

Kerry

Kerry C. Driver | Senior Planner | City of Fort Pierce

Planning Department

Phone: 772.467.3739 Fax: 772.466.5808 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

From: Sebastian Reina <sreina@keithteam.com>
Sent: Friday, September 5, 2025 10:55 AM
To: Kerry Driver <kdriver@cityoffortpierce.com>
Cc: James Kahn <JKahn@keithteam.com>; Kermit White <kwhite@principledd.com>; Kelly Cranford <kcranford@keithteam.com>; 'Grant Garvey' <grantsgarvey@gmail.com>
Subject: Re: Technical Review Committee cmments

You don't often get email from sreina@keithteam.com. Learn why this is important

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

Good morning Kerry,

Hope you've had a great week!

Quick question, has the planning department scheduled our annexation request to a P&Z meeting yet? This is for project PZANN2025-00004.

Thank you,

Sebastian Reina
Planning Analyst
Office: 954.788.3400
Email: sreina@keithteam.com
www.KEITHteam.com

From: noreply@eplmail.tylerapp.com <noreply@eplmail.tylerapp.com>
Sent: Wednesday, August 20, 2025 3:45 PM
To: Sebastian Reina <sreina@keithteam.com>; Kelly Cranford <kcranford@keithteam.com>; kwhite@principledd.com <kwhite@principledd.com>; James Kahn <JKahn@keithteam.com>
Cc: kdriver@cityoffortpierce.com <kdriver@cityoffortpierce.com>
Subject: Technical Review Committee cmments

Hello,
Attached are the compiled technical review committee comments for your project. Please review the comments. As a reminder, your technical review committee meeting is scheduled for tomorrow. Invite information should have been provided. If not, please let me know.
I look forward to meeting you and working on getting your project approved.
Kerry

This is a no-reply e-mail address. To contact us, please send an e-mail to kdriver@cityoffortpierce.com

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, SEPTEMBER 8, 2025, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Justine Carter; Clayton Johnson; Ryan Collins; Alexander Edwards; Nichelle Clemons; Christopher Widing; Anton Kreisl, Chair

Staff Present: Kev Freeman, Planning Director
Kerry Driver, Senior Planner
Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

All members were in attendance.

5. APPROVAL OF MINUTES

a. Minutes from the August 11, 2025 meeting

Motion was made by Christopher Widing, and seconded by Ryan Collins to approve the minutes from the August 11, 2025, Planning Board meeting.

AYE: Ryan Collins, Alexander Edwards, Nichelle Clemons, Christopher Widing, Justine Carter, Clayton Johnson, Chair Anton Kreisl

Passed

6. NEW BUSINESS

a. **PZANN2025-0004**
Annexation
Goose Development
Parcel ID: 2434-501-0004-000-5

Ms. Driver stated the annexation is for one (1) parcel of land at or near the intersection of E. Market Avenue and S. US Highway 1. The site area is approximately 2.03 acres with a taxable value of $34,991. The existing Future Land Use in St. Lucie County is Commercial (COM) and the existing zoning in St. Lucie County is Commercial General (CG). The proposed city Future Land Use is Low Density Residential (RL) and the proposed city zoning is Single-Family Intermediate Density, (R-2). Ms. Driver noted the six (6) vacant R-2 zoned parcels to the east and north-east are owned by Goose Development, and they will be combined at a later date.

Chair Kreisl asked if there were plans for something moving forward, and he expressed his lack of desire to have any residential units on US Highway 1.

Sebastian Reina, applicant representative, from the Keith Team, said they are proposing a residential community in an inverse "L" shape. He said the annexation is needed because the other properties they own are in the City of Fort Pierce. Mr. Reina said they want to rezone to Planned Development (PD) so the units are not facing US Highway 1; only the entrance to the development.

Mr. Collins asked the applicant if commercial businesses would be integrated onto US Highway 1.

Chair Kreisl said he was concerned that the annexation could be approved with no unity of title or fixed plan in place that will tie all the parcels together. He noted if the lot is changed to R2 and sold, anyone can develop the lot as residential, and he doesn't want that to happen in the future.

Mr. Freeman said to guarantee a commercial element in the location and also allow some residential development, there would need to be a potential future land use of mixed use with an overlay of C-3. The mixed use would allow commercial and residential. The C-3 zoning would allow 20% portion of the property to be residential.

Chair Kreisl asked if all the properties have to have a matching zoning to pursue a Planned Development. Mr. Freeman said not necessarily because the PD can be split into various phases of development providing the underlying future land use would allow that. Chair Kreisl suggested finding a more appropriate land use designation or zoning that gives the applicant an opportunity to pursue their intent and also gives the city protection if the property is sold.

Mr. Freeman said based on the chair's concerns, the staff recommendation would be a mixed-use future land use, which would require two uses on the property and a zoning of C-3 which allows residential to be accommodated.

Ms. Carter asked the applicant if the plan was to include residential on the lot or to use the entire lot as an entrance to the adjacent lots. Mr. Reina said the current plan for the PD was to have the entrance 1/3 of the way in and then residential would commence from there. Mr. Freeman explained that there is no restriction on where the commercial or residential space can go; the only restriction is the residential use can only be 20% of the floor space. Ms. Carter voiced her concerns about residential use surrounded by commercial use on a busy street, and she asked how to guarantee no residential on US Highway 1. Mr. Freeman said

the only way to guarantee that would be the approval of a Planned Development showing the location of the residential use and commercial use, if necessary.

Chair Kreisl said he would like to see the roadway entrance and bus loop be void of any residential use and the residential use start as far back as the existing residential use lots are currently located. He stated if the property is to be rezoned, he would like the zoning to prohibit any residential use. The applicant said he felt that the C-3 zoning is a good compromise.

Mr. Freeman suggested that if the applicant is amendable that the project be moved to the next Planning Board meeting, so staff can sit with the applicant and go through the options. The Board agreed with Mr. Freeman.

Motion was made by Christopher Widing, and seconded by Justine Carter to table the annexation to the October 13, 2025 Planning Board meeting.

AYE: Alexander Edwards, Nichelle Clemons, Christopher Widing, Justine Carter, Clayton Johnson, Ryan Collins, Chair Anton Kreisl

Passed

b. **PD2024-00002**
Final Planned Development (Updated Proposal)
Sunrise Lakes
Parcel ID: 2433-123-0001-000-1

Mr. Freeman stated the Sunrise Lakes Planned Development (PD) was brought to the Planning Board previously and has also been presented to the City Commission. He said there were a number of comments from the neighborhood and copies of the e-mails were given to Board members.

Mr. Freeman stated the application is proposing a rezoning to a Final Planned Development (PD) of 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 (6.5 units per acre). The site was recently annexed into the City of Ft. Pierce. 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. Mr. Freeman showed the Planned Development data, landscape plan and architectural details. Mr. Freeman noted that on May 12, 2025, the Planning Board recommended approval of the rezoning from R1 to PD for Sunrise Lakes by a vote of 5-0, subject to 10 conditions.

Mr. Freeman said the City Commission heard and received a number of comments from the neighbors of the site and e-mails were received from some of the neighbors reinforcing the comments relating to the resultant density. Staff calculated the proposed density at 4.41 acres based on the property appraiser's site area. He stated there is some mention of 4.33 units per acre in the application. Based on the property appraiser's site area, with 50 units proposed, the density is 4.41 which is below the R-1 Future Land Use of 6.5 units per acre. The neighbors had concerns about flooding, traffic and the lot size.

Mr. Freeman stated the existing future land use will not change. He said the site plan proposes 50 lots, with a school bus shelter and increased landscape buffer to the south. Mr. Freeman noted the architectural details are not regulated by the city and are exempt from regulation by state statute.

Mr. Freeman explained the City Commission listened to the comments from the

neighborhood and the second reading was scheduled for the City Commission on September 15, 2025. Mr. Freeman noted the site plan incorporated some changes, including additional explanation of what the public benefits are and improvements to the amenities of the property. He said staff re-advertised the meeting to go through the process again and also to clear up the existing zoning of R1 and not be confused with the counties RS-3 zoning which was listed in the previous advertisement. Mr. Freeman said the project has been re-reviewed, and he went over the 12 conditions of approval with the Board.

Mr. Freeman answered questions from the Board about the number of units allowed with the current zoning, when the property was annexed into the city and what the current property owner is entitled to do. He noted the minimum lot size would be 12,000 square feet, which would reduce the number of lots. He said the PD will increase density, increase buffers, provide amenities, add better buffer treatments and allow them to potentially develop up to 6.5 units per acre. Mr. Freeman said there is an issue with the zoning code that does not properly reflect the future land use for the lot size.

Mr. Widing asked if the additional two (2) conditions come close to addressing the neighbors' concerns. Mr. Freeman said the conditions decrease the impact of the proposal and the additional conditions are improvements to the previously proposed conditions. He said the improvements include a drainage ditch, a buffer wall, a force main and a school district bus stop installed before the Certificate of Occupancy.

Blaine Bergstressor, KMA Engineering, applicant representative, stated he came to the Planning Board a few months ago and had a 5-0 approval, and then they went to the City Commission and received some feedback from neighbors and the City Commission. He said two of the main items have been addressed. They looked at which trees could be incorporated on site, incorporating a more opaque landscape buffer, and adding a drainage easement. Mr. Bergstressor also provided call-outs on the site plan showing the amenities, which will include a pool and clubhouse, gazebo and bbq area, and a fenced-in tot lot. He noted they would also be utilizing a bioswale with tall grass, trees, rocks and a mulch walking path. Mr. Bergstreesor highlighted that they will be extending a force main along Sunrise Boulevard which will allow FPUA to extend the service to the south for all the neighbors on a septic system.

Mr. Bergstressor inquired about a pull-off lane for the bus stop and, due to the drainage improvements they are doing on Sunrise Boulevard, they are unable to get a pull-off on the right-hand side of the road. He said the bus will have to pull into the development and loop back out or the bus could stop on Sunrise Boulevard.

Chair Kreisl said it would take time for the bus to move through the property. He said, over time to stay on schedule, the bus will start stopping on Sunrise Boulevard. Chair Kreisl concluded it is not safe and is also a problem for people in the community.

Ms. Carter said she is not comfortable with the bus stop in its current location. She said it is causing more issues, and does not address the concerns of students and traffic. She suggested changing the layout, so there would be a turnout for the school bus. Ms. Carter said her other concerns is how close lots 28-34 are to a busy road and the high density on the parcel.

Mr. Collins agreed with all of Ms. Carter's concerns, especially the density, and he said it does not match anything in the area.

Ms. Clemons stated she has concerns about the bus stop, outside the development, being a continuous issue every morning.

Mr. Johnson asked if innovation was addressed when the project was heard at the City Commission.

Mr. Bergstressor said that 'imaginative' was mentioned. He said they focused on the neighbors that were not industrial by adding enhanced landscape buffering, enhanced architectural features and enhanced amenities.

Chair Kreisl listed items that would be included in the proposal for the development: roadway improvements, sidewalk improvements, force main extension, stormwater management drainage ditch and easement. He questioned whether the Planned Development project is a balanced negotiation. Chair Kreisl noted that if straight zoning was used, the number of units that could be built would be severely limited on the property. He said the surrounding residents are seeing more homes than they would otherwise see, the developer is getting more homes and the community is getting the improvements listed above.

Rhonda Perry, resident, said the project is not going to benefit the surrounding residents or the traffic on Sunrise Boulevard. She said she was concerned about the treacherous tailgating and passing on Sunrise Boulevard, and she also feels the density is too high for that area.

Krista Storey, resident, said she is a long-term resident of White City and a land use attorney. She said she is concerned about not seeing a justification for the change in zoning and the applicant has not shown why they are entitled to a PD. Ms. Storey said there is a significant reduction in the lot size. She said you cannot compare an area and number of units because it doesn't take into account the infrastructure. She said the character of the neighborhood and the impact on adjoining properties needs to be considered.

Debra Johns, applicant, stated the Board members have her letter that was e-mailed, and she agrees with what everyone else has said.

Mr. Bergstressor read the PD section of the city's zoning code as part of final comments. He highlighted that they pushed the units to the north to create a bigger buffer to the south. Mr. Bergstressor said, instead of people having amenities in their backyard with a small lot size, the amenities have been pushed to a common area and residents will not be responsible for taking care of the amenity. Mr. Bergstressor noted a traffic study was approved by St. Lucie County stating there will not be a lower level of service on Sunrise Boulevard. He said he is open to suggestions on improving the bus stop by adding a bus turn off.

The Board members provided final comments.

Mr. Collins said the density and lot size do not benefit the surrounding area.

Ms. Carter said she has problems with the density, and she said this is not the right location for the site plan. She also stated she has bus stop concerns. Ms. Cater concluded that there is not a balance in the discussion of willingness to change things.

Ms. Clemons said she is not comfortable that the Board has not heard directly from the School Board on the suggestion for the bus stop location.

Mr. Widing has concerns about the density and kids getting on and off the school bus.

Mr. Johnson said the bus stop is mostly an issue.

Mr. Edwards said there are a lot of houses and at least 100 people will be added to the area.

Chair Kreisl said there are logistic things about the plan that he cannot accept in its current form. He said, ultimately, we need to see willingness from the developer to lose units in order to apply the kinds of things the community wants to see.

Mr. Freeman reiterated that the reasons for denial from the Board are the issues with the school bus stop and the density.

Motion was made by Ryan Collins, and seconded by Justine Carter to forward a recommendation of disapproval to the City Commission.

AYE: Nichelle Clemons, Christopher Widing, Justine Carter, Clayton Johnson, Ryan Collins, Alexander Edwards, Chair Anton Kreisl

Passed

c. **PZCON2025-00005**
Conditional Use with New Construction
Martinez Single-Family Residence
1606 Surfside Drive

Ms. Driver stated the applicant is proposing to construct a multi-story single-family residence, to the height of 35 feet. The property is in the R-1, Single-family Low density zoning district and has a future land use designation of HIR, Hutchinson Island Residential. The site is approximately .54 acres. Ms. Driver provided the site plan details and color renderings.

Chair Kreisl asked if it had been established where the height is being measured from. He said in the application, the 35-foot height is being measured from grade.

Mr. Freeman stated there is a differential in the zoning code and the building regulations. The zoning code says above grade and the building regulations refer to the flood plain elevation. Mr. Feeman noted the flood plain elevation is being raised due to sea level rise.

Mr. Widing asked if the grass was at current grade.

Mr. Collins noted there are more residents with homes over 25 feet in the area and the bottom floor of this proposal is not being used for habitable space.

Board discussion ensued on flood plain elevation needing to be addressed for resiliency.

Joe McCarty, architect, stated there are two things working against the applicant. The beaches are pushing the houses up and the height restriction is pulling the houses down. He said the home is in line with other houses in the area. The height is 34.10 feet and the existing grade is 6 feet and the finished grade is 6.9 feet. The first floor is at 18.4 feet.

Mr. McCarty answered questions from the Board about the proposed building heights for the 2nd and 3rd floors.

Jim Conroy, contractor, confirmed that the ceiling height on the 2nd floor is 10.4 feet and the 3rd floor is 9.4 feet. He said they are having the same height issue in Martin County, where a 2-story home was unable to be built. He noted that people do not want to buy lots because the house ends up being crunched.

Dawn Martinez, the property owner, stated she bought the property and found out that she would need to knock down walls on the first ground level. She said the unusable space could

be used for parking and storage. Ms. Martinez said the first floor is very open because the ceilings have to go up to the 2nd story in order to have a normal 2-story home.

The Board commented on revisiting the ordinance for specific flood plain elevation areas.

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to forward a recommendation of approval to the City Commission with the following three (3) conditions:

1. Driveway construction shall comply with the City of Fort Pierce Code of Ordinances Standard Driveway Detail and be comprised of concrete brick pavers or concrete per Section 32-9.
2. Prior to issuance of the final certificate of occupancy, the City-issued Landscape Maintenance Agreement shall be notarized and submitted for filing.
3. The proposed landscape plan has improvements, including trees within the City's right-of-way. Acknowledgment that any capital improvements deemed necessary by the city, the homeowner's landscape other than sod, will be removed without replacement.

AYE: Christopher Widing, Justine Carter, Clayton Johnson, Ryan Collins, Alexander Edwards, Nichelle Clemons, Chair Anton Kreisl

Passed

7. COMMENTS FROM THE PUBLIC

There were no comments from the public.

8. DIRECTOR'S REPORT

Mr. Freeman introduced the new Assistant Planning Director, Chris Suneson. Mr. Freeman said he brings some serious experience and will be a great asset.

Mr. Freeman said Causeway Cove is still being reviewed. He said there was a recent agreement between the applicant, FDOT and the Transportation Planning Organization (TPO) regarding the methodology of their transportation and traffic analysis, which is being run through St. Lucie County. There has been discussion on how the combination of uses is measured. He said the proposed use is almost 1,000 units, 2 hotels, a conference center and a marina.

Mr. Freeman said he will be presenting an update to the City Commission about the Port Overlay ordinance in October 2025.

Mr. Freeman said staff is looking at the landscape code. He said staff is having to take a look at the latest Senate Bill180, which has a provision where any zoning code change cannot be more restrictive than what is already in place.

Mr. Freeman stated the Kings Highway Job Corridor was recently approved by the City Commission and the city is working on encouraging more commercial activity and workforce housing along Kings Highway.

Mr. Freeman said staff will be bringing forward a discussion to the City Commission regarding the annexation strategy. He said they will be looking at priorities and working with FPUA to determine their service area. He said they will be creating an ongoing annexation strategy of both residential and commercial properties.

9. BOARD COMMENTS

Chair Kreisl thanked Mr. Freeman for his long hours and hard work due to being short staffed.

10. ADJOURNMENT

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, OCTOBER 13, 2025, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Mr. Edwards entered the meeting at 2:02 PM.

Present: Clayton Johnson; Nichelle Clemons; Christopher Widing; Justine Carter; Alexander Edwards; Ryan Collins; Anton Kreisl, Chair

Staff Present: Chris Suneson, Assistant Planning Director
Vennis Gilmore, Senior Planner/Historic Preservation Planner
Kerry Driver, Senior Planner
Alicia Rosenthal, Planning and Development Organizer

Attendees: Nicole Fogarty, St. Lucie County School Board Ex Officio Member
Stephanie Heidt, Treasure Coast Regional Planning Council

4. CONSIDERATION OF ABSENCES

All Planning Board members were in attendance.

5. APPROVAL OF MINUTES

a. Minutes from the September 8, 2025 meeting.

Motion was made by Nichelle Clemons, and seconded by Justine Carter to approve the minutes from the September 8, 2025 meeting.

AYE: Christopher Widing, Justine Carter, Ryan Collins, Clayton Johnson, Nichelle Clemons, Chair Anton Kreisl

Passed

6. NEW BUSINESS

a. Comprehensive Plan EAR Outreach Presentation

Stephanie Heidt, Treasure Coast Regional Planning Council

Ms. Heidt, Deputy Executive Director of the Treasure Coast Regional Planning Council, presented an update on the Evaluation and Appraisal Review of the City's Comprehensive Plan. She explained a comprehensive plan is a blueprint for guiding future development and growth while considering the community's needs and the environment. Ms. Heidt said the reason for a comprehensive plan is that hope is not a plan, and it is important for people to maintain a quality of life. She gave an overview of the elements included in the comprehensive plan and noted that all the elements work together. Ms. Heidt outlined the review process and highlighted that evaluating the plan is important because conditions do change and the plan is required to be updated every seven years. She stated local issues that need to be addressed, including highlighting a rational boundary, proper development of proper uses in the proper places, ensuring zoning and land use are consistent and right, cleaning up the city, and supporting small businesses. Ms. Heidt provided the public outreach schedule, which will conclude with a meeting with the youth council. She said a separate survey will be conducted with different questions to get the young people's input. She spoke about the importance of legislative consistency and noted the 2025 legislative change to Senate Bill 180, which prohibits the city from enacting more "restrictive or burdensome" comprehensive plan amendments, land development regulations or procedures related to development approvals from August 1, 2024, through October 1, 2027. Ms. Heidt said the senate bills are forever changing and evolving. She said the next step is updating the data and analysis, and the map series. She concluded that the transmittal hearing to the City Commission will be on January 29, 2026.

b. Housing Needs Assessment Presentation

Stephanie Heidt, Treasure Coast Regional Planning Council

Stephanie Heidt, Deputy Executive Director of the Treasure Coast Regional Planning Council, presented the Housing Needs Assessment and Implementation Plan for St. Lucie County from 2023-2024. She stated the survey noted a difficulty in affording housing costs in St. Lucie County due to mortgage interest rates, insurance, property taxes, development cost and supply and demand. Ms. Heidt noted that 42% of households in St. Lucie County have more than 30% of their income going to housing costs. She showed the increase in the median sale price and the increase in monthly rental costs for St. Lucie County from 2012 to 2022. Ms. Heidt noted the wages are not increasing at the same rate as housing costs are rising. She highlighted that in St. Lucie County 58% of the workforce are in industries with an average wage of less than $24 an hour. Ms. Heidt said that almost all essential workers, except registered nurses, are spending over 30% of their income on housing costs. Ms. Heidt explained how expensive housing impacts the community, and the community's health, due to not eating healthy foods. She showed different types of affordable housing, and she said it is a myth that affordable housing decreases property values. Ms Heidt said the aesthetics required actually increase property values and higher density can provide cost savings. She said there is improved educational advancement for children because they are not displaced, and vibrant communities and neighborhoods provide cohesion. Ms. Heidt also stated that another myth is that affordable housing increases crime. She said homeownership adds stability in the neighborhood, and it is easier to retain workers in jobs. Ms. Heidt reviewed the

state and county housing programs and services, and she explained what the local government can and can't do. She said the city could advocate at higher levels to get more programs, continue investments in housing solutions and partner with private investors to invest in more mixed-income housing. Ms. Heidt concluded with the 2024 housing plan and the proposed housing plan strategies for Fort Pierce.

Ms. Heidt answered questions from the Board about additional dwelling units (ADU) being implemented into the comprehensive plan, and the deficit in lower-income housing units. Chair Kreisl asked Ms. Heidt to come back to the Planning Board with very specific recommendations regarding the city's zoning code. He said the city is lacking incentive programs, a streamlined process and a definition for ADUs.

c. **PZANN2025-00004**
Annexation
Goose Development
Parcel ID: 2434-501-0004-000-5

Ms. Driver stated the annexation was initially presented at the September 8, 2025, Planning Board meeting. During the meeting, the applicant was advised to consider proposing a future land use and zoning compatible with the current St. Lucie County future land use and zoning. Ms. Driver stated the request is for a voluntary annexation of one (1) parcel of land, approximately 2.03 acres at or near the intersection of E. Market Avenue and S. US Highway 1 with a current taxable value of $34,991. She showed the existing and proposed future land use and zoning and said the proposed future land use is, GC, General Commercial and the proposed zoning is C-3, General Commercial. She said the future land use comparison chart shows an increase in residential units to 30 units per acre.

Chair Kreisl noted the application was tabled at the September 8, 2025, Planning Board meeting because the Planning Board had concerns about the future land use and the change in zoning to Planned Development not going through in the future. The Board also did not like the idea of residential units on US Highway 1.

Mr. Johnson asked the difference between a commercial or residential common zoning designation at the entrance of a community.

Sebastian Reina, applicant representative from the Keith Team, gave a presentation to the Board. He said they will be applying for a rezoning to Planned Development (PD) in the future, which will be mostly residential. The entrance on the annexed parcel will have some residential space and will be more compatible with parcels on US Highway 1. Mr. Reina said annexing the parcel will be closer to removing an enclave and is consistent with surrounding uses.

Ms. Carter stated she had concerns about the entrance being residential.

Motion was made by Ryan Collins, and seconded by Nichelle Clemons to forward the proposed annexation of Parcel ID: 2434-501-0005-000-4 for approval to the City Commission with the proposed city Future Land Use designation of General Commercial (GC) and zoning classification of General Commercial (C-3).

AYE: Justine Carter, Alexander Edwards, Ryan Collins, Clayton Johnson, Nichelle Clemons, Christopher Widing, Chair Anton Kreisl

Passed

d. **PZANN2025-00005**
Annexation - Skylark Drive
Parcel ID: 2427-702-0115-000-1

Mr. Gilmore stated the application is for an annexation of one (1) parcel into the city, with a city Future Land Use of RM, Medium-Density Residential, and a city zoning of R-4, Medium-Density Residential at or near 906 Skylark Drive. He said the applicant is requesting the annexation of the approximate 0.23 acres to develop a residential duplex. He stated the subject property has a St. Lucie County Future Land Use Designation of RH, Residential High, and a St. Lucie County Zoning designation of RM-11, Residential, Multiple-Family – 11/dwelling units. Mr. Gilmore stated the current taxable value of the property is approximately $45,540 and the annexation will help infill the existing enclave. He said the future land use comparison for maximum build out potential shows a decrease in one (1) residential unit.

No one spoke for or against the annexation.

Motion was made by Nichelle Clemons, and seconded by Justine Carter to forward a recommendation of approval of the annexation of Parcel ID: 2427-702-0115-000-1 to the City Commission.

AYE: Alexander Edwards, Ryan Collins, Clayton Johnson, Nichelle Clemons, Christopher Widing, Justine Carter, Chair Anton Kreisl

Passed

e. **PD2024-00002**
Final Planned Development (Updated Proposal)
Sunrise Lakes PD - Final Site Plan
Parcel ID: 2433-123-0001-000-1

Mr. Suneson stated the revised application is proposing a rezoning to a Final Planned Development (PD) of forty-eight (48) single-family residences on 11.54 acres (4.16 units per acre), at 3804 Sunrise Boulevard. The property is zoned R-1 (less than 4 units/acre) with a future land use of RL (6.5 units/acre). The site was recently annexed into the City of Ft. Pierce.

He said the site is bordered by 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. Mr. Suneson said the existing future land use is low density and will not change.

Mr. Suneson stated at the September 6, Planning Board meeting, the Board recommended disapproval of the Sunrise Lakes Final PD, by a vote of 6-1, by reason of lack of a school bus turn-a-round and stop within the development and the number of dwellings (50). The revised proposal includes a school bus turn-a-round and stop within the development, a sidewalk along the frontage of the property on Sunrise Boulevard to the intersection of Bell Ave, and a reduction in dwelling units to 48.

Blaine Bergstressor, applicant representative from KMA Engineering, showed the updated site plan with revisions. He said they are also adding parking spaces for parents at the bus stop location. Mr. Bergstressor read the purpose of a Planned Development from the city code. He said the project will have a variety of natural features and scenic areas, including ponds, a bioswale, and a walking path with a variety of trees. He noted 57 trees will be preserved, and 228 palms are being relocated elsewhere on the project. Mr. Bergstressor said all the lots are being pushed to the north to create a 36-foot buffer from the parcel to the south. He showed

the improved amenities, including a dog park, tot lot, pool and clubhouse. He showed the new bus stop, and he explained the bus would come off of Sunrise Boulevard and make a loop into the development and exit on to Sunrise Boulevard. Mr. Bergstressor said they are protecting adjacent and existing development with a 20-foot drainage easement, a 16-foot increased landscape buffer and a15-foot rear yard setback. He noted there will be 51 feet between the closest house in the project and the southern property line. He showed the typical buffer and renderings of the landscape buffer, which includes 3 foot tall hedges, 12 foot tall understory trees and a variety of layered trees. Mr. Bergstressor said the added benefits to the community are 1,031 linear feet of additional sidewalk to Bell Avenue and 1,290 liner feet of 4-inch force main. He highlighted that other residences in the community can use the sidewalk and the school bus shelter can be utilized by children that don't live in the development.

Joe Scionti, owner and principal of Integrity 1st Construction Group, stated he is not a national builder and he does not build cheap homes. He stated he is giving the best a builder can give by providing a bus stop shelter, sidewalk, pool, and increased landscape buffer. He said he is going above and beyond. Mr. Scionti said the homes will have metal roofs, impact windows, and porcelain tile. Mr. Scionti said he has made all the concessions that were asked for, and he wants to provide a good project for the neighborhood. He noted the school board likes the bus stop location.

Ms. Fogarty, from the St. Lucie County School Board, said the turnaround radius for the bus needs to be 80 to 100 feet. She said she would need to see the appropriate turning radius, and she suggested that this be a condition of approval.

Mr. Suneson noted that two citizen letters regarding the project were received by the Planning department and given to the Planning Board members.

Ronna Perry, citizen, said she opposes the rezoning due to the number of dwelling units, threatened endangered species, inadequate infrastructure, drainage issues, traffic concerns, overcrowded schools and the project does not meet the character of the surrounding community.

Ms. Carter stated that the improvements are great, but density is a concern. She asked if the project would set a precedent for future land use.

Mr. Collins stated the density is high, but there are a lot of good improvements, and it is a good product.

Mr. Suneson noted that the future land use of the property allows for a density of up to 6.5 units per acre. The 4.16 units per acre proposed is relatively lower than what it could be.

Chair Kreisl said the concept of a Planned Development is the cost/benefit to the community. He noted the Board has been more demanding and makes sure the community is getting value. He said the applicant listened to what the Board said, and the community is getting a much better project than what was originally proposed.

Mr. Widing said the number of lots didn't really reduce. He said the bus stop location is safer, but he feels the three (3) parent parking spaces are a little snug. Mr. Widing said the sidewalk is a plus and it is a nice community.

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to forward a recommendation of approval of the Final Planned Development for Sunrise Lakes Parcel ID: 2433-123-0001-000-1 to the City Commission subject to the following 13 conditions:

1. All infrastructure, including the private lift station, force main along Sunrise Boulevard, school district sheltered bus stop, stormwater system, and sidewalk connecting the project to Bell Ave along Sunrise Boulevard, shall be completed prior to the issuance of first certificate of occupancy for a residential dwelling.
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 existing drainage ditch on the south property line shall be regraded and a 20’ drainage easement shall be recorded over the ditch prior to completion of site work. The easement shall include maintenance responsibilities for the homeowner’s association and access for the City of Ft. Pierce and South Florida Water Management District.
7. A masonry wall, minimum height of 6ft, shall be installed along the eastern property line as part of the landscape buffer to the industrial use, prior to the first certificate of occupancy for a residential dwelling.
8. The Final PD Site Plan hereby approved 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.
9. A tree mitigation calculation shall be submitted and approved prior to issuance of a site clearing or vegetation removal permit.
10. A landscape maintenance agreement shall be required prior to issuance of the final certificate of occupation.
11. A revised final site plan, architectural elevations and landscaping plan shall be submitted for the proposed amenity center.
12. All applicable state or federal permits shall be obtained before commencement of the development.
13. The bus stop turning radius shall be approved by the St. Lucie County School Board.

AYE: Ryan Collins, Clayton Johnson, Nichelle Clemons, Alexander Edwards, Chair Anton Kreisl

NAY: Christopher Widing, Justine Carter

Passed

f. **PD2024-00007**
Master Planned Development (Updated Proposal)
Pulte-Cornerstone PD
2721 S. Jenkins Road

Mr. Gilmore stated on August 11, 2025, the Planning Board recommended approval of the proposed Master Planned Development with fourteen (14) conditions. He said the applicant has since resubmitted and recommended amendments to the conditions and a new phasing plan with a new bus stop location. Mr. Gilmore said the application is for two (2) parcels of land to change the zoning classification from General Commercial (C-3) to Planned

Development (PD) with an associated Master Development Plan. Mr. Gilmore said the site area is approximately 49.92 acres. The application proposes a 250-unit, fee-simple, single-family residential master planned development community. Mr. Gilmore said there will be a range of home sizes and designs, and amenities such as a linear park connecting the recreational area to a pocket park. He noted there will also be an additional buffer for the neighborhood from I-95 and at the southwest corner of the property a sculptural art installation is proposed. Mr. Gilmore said the project will be developed in two (2) phases. He discussed the Planning Board concerns from the August 11, 2025, meeting, and he showed the proposed master site plan phasing changes with the new bus stop location. Mr. Gilmore reviewed the PD benefits, traffic analysis, and landscaping.

Leslie Olson, principal of the District Planning Group, gave an update on the project process. She said the Planning Board recommended approval of the Master Planned Development with conditions at the August 11, 2025, Planning Board meeting. One of the conditions required design changes to the site plan to reflect the school bus stop's location within Phase 1 of the new neighborhood. Ms. Olson explained that because the commercial property's access to the north is located so close to the intersection, the commercial property is not viable without access through their site. She said they need a full access intersection, and Pulte/Cornerstone would be providing that. Ms. Olson showed the new bus stop location and bus route in Phase I, which she said is also a requirement for the commercial property to the north. Ms. Olson said the school board said they wanted the bus stop moved caddy corner across the street where the amenity center would be, and the parents could park. She said the problem with the new location is it is located in Phase II.

Ms. Olson highlighted that the residential use is projected to generate roughly 88% less traffic than the previous future land use. She reviewed the site design, amenities and community features and noted the walking trails will not be going behind people's backyards.

Ms. Olson showed the new phasing plan, which incorporates the new school bus stop and parking area along with the commercial drive in Phase I.

Ms. Olson stated both she and Mr. Dobbins wanted to talk to the Board about amending the conditions of approval. She said they had communicated with staff but needed to discuss further with the Board. Ms. Olson stated they have concerns regarding conditions, 11, 12, 13 and 14. Mr. Lee Dobbins, attorney from Dean Mead Law Firm, spoke about alternate language for conditions 12 and 14.

Chair Kreisl asked Ms. Fogarty if the bus stop plan, turn radius, and length of travel distance were acceptable. Ms. Fogarty said yes, and she said she sent a comment to Mr. Gilmore that the school board would like the bus stop moved to the amenity center and the bus would utilize the shortest distance to turn in and turn out using the noted side street on the phasing plan.

Chair Kreisl asked staff if there were any initial concerns regarding the requested revised conditions. Mr. Suneson said they would discuss the conditions of approval after public comment.

Nicholas Gieseler, attorney for FP City Shops, representing Ken Simigran, principal of FP City Shops, and the northern commercial property, stated they are in support of the project. He said they have some questions about when in Phase I they will have access. Mr. Gieseler said they have an issue with the proposed revision to condition 14. He said Pulte/Cornerstone are proposing the revised access agreement would not be necessary until plat approval. He said it doesn't make sense to wait. He said he doesn't understand how a site plan can be approved until the access easement is moved, as the easement is currently going right through someone's kitchen. Mr. Gieseler concluded he would like the condition to be read as it was

proposed by staff.

Mr. Suneson said the applicant has raised concerns with several conditions of approval that have been previously reviewed by the applicant's legal counsel, planning staff and the city's attorney. Staff's opinion is that conditions of approval should be worked out prior to review by the Board and be relatively unchanged as the project proceeds to the City Commission, except those conditions initiated by the Planning Board. Staff is open to discussion of the conditions if the Board would like to entertain it. Mr. Suneson promised the Board that future projects would not have this type of discussion because conditions of approval would be worked out, if any, prior to reaching the Planning Board, because that is the way things should be done.

Ms. Carter asked why the Board was not waiting for these conditions to be settled between the developers and the city.

Chair Kreisl asked staff if their preference would be the negotiations be settled at the staff level and not at the public hearing.

Mr. Suneson said yes, as a matter of doing day-to-day business, but in this particular instance, to keep the project moving forward during the review process, he feels a simple compromise could be achieved.

Ms. Clemons stated she is uncomfortable with the revised conditions because anything being reviewed today has not been reviewed by the city's legal department.

Mr. Collins asked what the Board was being asked to do and who they were being asked by. Mr. Collins asked if the Board was supposed to be part of the negotiations on the conditions of approval. Mr. Suneson said not normally. Mr. Dobbins said that is true, and he prefers that it be worked out so that they don't have to come back to the Planning Board for a third time.

Chair Kreisl said he shares Ms. Clemons' concerns, and he would only be willing to proceed with reviewing the conditions if a 15th condition was added that states any changes to the conditions today would need to be reviewed by the city's legal department. He said it would be a better idea to know that the conditions would be negotiated and agreed to prior to going to the Final PD, and if not, the process is to come back to the Planning Board.

Mr. Widing said there are too many moving parts, and he is uncomfortable going forward.

Chair Kreisl asked staff what the Board's options were. Mr. Suneson said either allow the deliberations or punt. Mr. Suneson stated that a lot of the items the applicant has brought up are rather minor.

Mr. Suneson said that condition #13 has been raised by the Planning Board as well as the City Commission and FDOT regarding the sound attenuation with proximity to I-95. He said he wants the applicant to have a relatively straightforward and direct understanding of how staff would like the condition to proceed. He said the condition is quite vague, so staff is offering an alternative, not for the Board's consideration, but for the applicant. Mr. Suneson said the following modification is that prior to plat approval, the applicant will conduct a highway noise study per the FDOT guidelines to determine what if any noise attenuation measures should be implemented to eliminate the noise in the subdivision. M. Suneson said staff also agrees with the northern property owner that condition #14 continues to be a condition of the final development plan approval.

Mr. Dobbins said the easement has to be fixed. He said it is not uncommon to have easements released after site plan approval. Pulte has to move the easement because it is going through a bunch of lots. Mr. Dobbins said with the easement that is there now, it states that the

developer has to build the access road within 365 days after starting site work. He said they would like the easement release tied to plat approval. Mr. Dobbins said he cannot speak to condition #13 because he is not a sound engineer, and he has concerns about the sound study being time-consuming.

Chair Kreisl said he wants a set of conditions that are no longer in dispute, so the Board can move forward. He said the Board has no choice but to table this item for the next meeting.

Ms. Olson said she wants to know that they can move forward with the Final PD as they work out the conditions with staff.

Chair Kreisl said it is a possibility, but some details with the Master Planned Development need to be worked out first.

Motion was made by Nichelle Clemons, and seconded by Christopher Widing to table the item for the November 10, 2025 Planning Board meeting.

AYE: Clayton Johnson, Nichelle Clemons, Christopher Widing, Justine Carter, Alexander Edwards, Ryan Collins, Chair Anton Kreisl

Passed

g. **PZSITE2025-00006**
Site Plan
Bev Smith Kia
5560 S. US Highway 1

Ms. Driver gave an overview of the application. She stated Bev Smith Kia is seeking approval to develop a new car showroom and dealership building. The property is in the C-3, General Commercial zoning district and has a future land use designation of RL, Low Density Residential. Ms. Driver said the building will be 40,791 square feet with 487 parking spaces, which includes 284 for car inventory. Ms. Driver showed the elevations and the landscape plan. She noted the trees required meet the requirements and the shrubs provided exceed the requirements.

Chair Kreisl asked if the architectural components align with the architectural guidelines for a car dealership. He stated the architecture on the west elevation, which is visible from US Highway 1, is flat.

Aaron Stanton, applicant representative from MBV Engineering, said the architecture is complying with Kia Standards and the city's architecture standards. He noted the building is 25 feet in height, not 45 feet. He said the building sits back from the frontage of US Highway 1 and there will be lots of hedging adjacent to US Highway 1.

Motion was made by Ryan Collins, and seconded by Christopher Widing to forward a recommendation of approval of the Bev Smith Kia Site Plan located at 5560 S. US Highway 1, with the following five (5) conditions.
1. Prior to the issuance of any site clearing and demolition permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Fort Pierce Arborist for the required mitigation of the City's regulated trees proposed to be removed as a result of its site development/construction activity. 2. Prior to issuance of the final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
a. All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to

present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

i. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.

ii. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance. 3. NSLRWCD permit will be required for outfall into Canal No. 17 4. Striping and wheel stops will be required if the Car Inventory Spaces are later converted to public parking 5. An updated Environmental Assessment Report is needed prior to DPCR submittal

AYE: Nichelle Clemons, Christopher Widing, Justine Carter, Alexander Edwards, Ryan Collins, Clayton Johnson, Chair Anton Kreisl

Passed

h. **PZSITE2025-00017**
Major Site Plan Amendment
Precast Specialties LLC
3898 Selvitz Road

Mr. Suneson gave an overview of the application. He stated the applicant is requesting consideration of a phased major site plan amendment. Phase 1 would include the construction of a batch plant. Phase 2 would include the expansion of an office /workshop with associated site improvements. Mr. Suneson said the site was originally annexed into the city limits in 2004 with an IH, Heavy Industrial zoning. A rezoning from IH, Industrial Heavy (St. Lucie County Classification) to 1-3. Heavy Industrial was granted in November 2016. He explained that the approved project set out to develop a 76,100 square foot precast concrete production facility in multiple phases, located on the 75-acre parcel, at 3798 Selvitz Road. He noted the concrete operation has been in business since 2017-2018. Mr. Suneson showed the timetable of development with a completion at the end of the year in 2030. He noted the expansion of the roadway will be in Phase 2 and the landscape plan shows a tremendous amount of vegetation buffering along the property line.

Ms. Clemons asked why there was no building on the timetable of development. Mr. Suneson said the office/workshop will be completed in Phase 2 and added to the timetable.

Mark Landsman, applicant representative from Haley Ward, stated the batch plant will reduce truck traffic since they will be manufacturing concrete on site. He noted the enhanced landscape will be added in Phase 1. In Phase 2, the water main is being extended, which will provide potable water to the location and will also be a public benefit to those able to connect to city sewer. Mr. Landsman said the neighbors will not be affected because they are governed by the Department of Environmental Protection. He noted the wash-down area in Phase 1 will meet the air quality conditions for the site. Mr. Landsman highlighted that white noise and restricted hours of operation have been initiated as conditions.

Dean Locke, owner of Precast, said the batch plant is more like a piece of equipment rather than a building. He explained they will be manufacturing structural products for construction, utility contractors and underground utility products.

Brad Currie, from Haley Ward, said the batch plan is in the extreme northwest industrial corner of the property and there will be a landscape buffer along the south property line. He noted that bringing concrete manufacturing on site instead of 10–12 trucks a day is a significant

improvement for the community.

Ms. Clemons said dust was a big concern several years ago, and she wants Precast to maintain a clean environment and bring new jobs to the area.

Mr. Collins said it is a great site plan, and they went above and beyond.

Ms. Carter asked if they would be producing more air pollution with concrete manufacturing on site.

Chair Kreisl said this is an opportunity for Precast to go through the expansion and site plan approval process, which compels the applicant to add features to their site while going through the process of development. He highlighted the applicant can improve the site and the surrounding community.

Motion was made by Nichelle Clemons, and seconded by Christopher Widing to forward a recommendation of approval to the City Commission for the Precast Concrete Major Site Plan Amendment located at 3898 Selvitz Road with the following nine (9) conditions:

1. The timetable of development shall be such:
PHASE 1	START BY DATE	COMPLETE BY DATE
Batch Plant	January 2026	December 2027
Aggregate Bins/Wash Out	January 2026	December 2027
Treatment Pond	January 2026	December 2027
Dispatch Office/3 Parking Spaces	January 2026	December 2027
Landscaping/Wall	January 2026	December 2027
PHASE 2	START BY DATE	COMPLETE BY DATE
Parking Lots and Lighting	January 2028	December 2030
Drainage Infrastructure	January 2028	December 2030
Water Main Extension/Hydrant	January 2028	December 2030
Grinder Station/Force Main	January 2028	December 2030
Removal of Temporary Trailers	January 2028	December 2030
2. A full calculation and proposed tree mitigation shall be approved by the city arborist prior to commencement of Phase 1.
3. The property owner shall be responsible for maintenance of the trees through a landscape maintenance agreement. This responsibility includes the replacement of unhealthy and dead trees. The property owner shall submit to an on-site inspection of the planted/preserved vegetation 12 months after the issuance of the Phase 1 first certificate of occupancy. If it is determined that the planted vegetation is dead, diseased or otherwise not in compliance with provisions of this Code or the original approved tree mitigation plan, the property owner shall be provided notice and directed to correct any such deficiencies and replace all noncompliant materials within 60 days.
4. No use shall exceed the applicable City of Fort Pierce standards for noise.
5. The hours of operation of the facility shall be limited to: Monday – Friday between 6:30 a.m. to 8 p.m., Saturday – 7 a.m. to 8 p.m., Sunday – No operation. Quiet hours – 11p.m. to 7 a.m.
6. The applicant shall implement the Heavy-Duty White Sound® Smart Reversing System alarm, or similar, to reduce, as far as practicable, the noise impact of reversing trucks and other equipment prior to completion of the Batch Plant within Phase 1.
7. Prior to commencement of Phase 1, the applicant shall coordinate the approval of an Erosion and Sediment Control Plan with the City Engineer. The Plan shall relate to the sequence of construction of the development site, including stripping and clearing; rough grading; construction of utilities, infrastructure, and buildings; and final grading and

landscaping. Sequencing shall identify the expected date on which clearing will begin, the estimated duration of exposure of cleared areas, areas of clearing, installation of temporary erosion and sediment control measures, and establishment of permanent vegetation. All erosion and sediment control measures necessary to meet the objectives of the city code of ordinances shall be maintained and in place throughout all phases of construction and after completion of development of the site.

8. All applicable State and Federal permits shall be obtained before commencement of the development.
9. Add the addition of the office/workshop to Phase 2 timetable of development.

AYE: Christopher Widing, Justine Carter, Alexander Edwards, Ryan Collins, Clayton Johnson, Nichelle Clemons, Chair Anton Kreisl

Passed

7. COMMENTS FROM THE PUBLIC

James Clasby, St. Lucie County Commissioner, thanked the Planning Board members for their service to the community and what they do for the city.

8. BOARD COMMENTS

Mr. Johnson asked about creating overlay districts to determine what the city wants in White City, downtown, the beaches and Hibiscus Park. Mr. Suneson said density can be addressed in the comprehensive plan update. He suggested that board members reach out to Ms Heidt with their concerns. Mr. Suneson said overlay districts may not be the way to go. He suggested a zoning change to E1 or E2, which has 1 or 2 dwelling units per acre. Mr. Suneson encouraged the Board to look at the zoning district details to know what is viable.

Mr. Johnson asked how it works when the city takes over a road because of annexations. Mr. Suneson said there are questions that need to be asked by the Engineering and Public Works department to make sure the road is within the city and is up to city standards. Mr. Johnson said the city should be looking at the cost of servicing roadways before annexing property. Chair Kreisl said Ms. Heidt's presentation on the comprehensive plan update mentioned the cost of adding roads and services when annexing property.

Chair Kreisl said he was curious if overlay districts are created by staff or the community. He noted they may not be appropriate anymore because of the new state statutes. Mr. Suneson said Senate Bill 180 has legitimate concerns. He said cities cannot do anything more restrictive or burdensome than the code that was in place on August 1, 2024. He said overlay districts are more restrictive and have special requirements, which is an opportunity to get more from an applicant, like larger landscape buffers.

9. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

October 16, 2025

George Landry, County Administrator
Saint Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

Dear Mr. Landry,

The City of Fort Pierce, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, dated June 6, 2005, is providing written notification, to the Saint Lucie County Administrator and the Saint Lucie County Attorney, of an impending annexation of property located at or the near the intersection of E. South Market Avenue and S. US Highway 1, Fort Pierce, Florida, Parcel ID: 2434-501-0004-000-5. The first reading of the prospective annexation is scheduled for the City Commission meeting on Monday, November 17, 2025.

Please find enclosed copies of the application and Technical Review Committee memo for this voluntary request by the property owner. Feel free to contact Kevin Freeman, Planning Director, at 772-467-3730, or Kerry C. Driver, Senior Planner at 772-467-3739 with any questions you may have.

Respectfully,

Kerry C. Driver
Senior Planner

cc: Daniel S. Mcintyre, County Attorney
Richard Chess, MBA, City Manager
Linda Cox, MBA, City Clerk
Sara Hedges, City Attorney

ENCLS:
1. Technical Review Committee Memo
2. Application
3. Boundary Survey

October 16, 2025

Daniel S. Mcintyre, County Attorney
Saint Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

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Respectfully,

Kerry C. Driver
Senior Planner

cc: George Landry, County Administrator
Richard Chess, MBA, City Manager
Linda Cox, MBA, City Clerk
Sara Hedges, City Attorney

ENCLS:
1. Technical Review Committee Memo
2. Application
3. Boundary Survey

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Annexation – Address: N/A - Parcel ID: 2434-501-0004-000-5

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: November 2, 2025
November 16, 2025

NOTICE TO COUNTY: October 16, 2025

NOTICE BY MAIL: N / A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kerry C. Driver **TITLE:** Senior Planner

SIGNATURE: **DATE:** October 29, 2025

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:

SCN StLucie-IndianRv-Stuart 11/07/2025, 11/14/2025

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 11/14/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$846.80	
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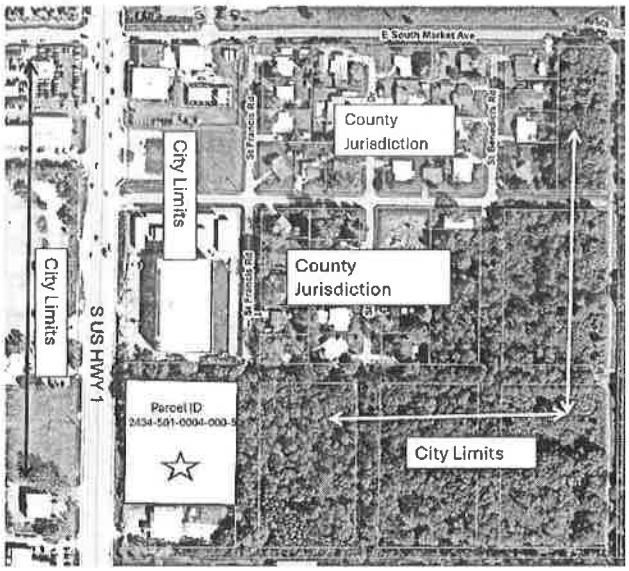
KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, November 17, 2025 and Monday, December 1, 2025 hold Public Hearings on the enactment of the following proposed annexation ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meetings which begin at 5:05 p.m., to consider review and approval of the following ordinance entitled:

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL LOCATED AT OR NEAR THE CORNER OF E. SOUTH MARKET AVENUE AND S. US HIGHWAY 1 AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2026; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE FORT PIERCE ZONING DESIGNATION; ESTABLISHING THE FORT PIERCE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFILICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.



All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

/s/ Linda W. Cox, City Clerk
Publish: 11/07/25 and 11/14/25

TR-42870411

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: KERRY DRIVER, PLANNER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: ANNEXATION FOR PARCEL ID: 2434-501-0004-000-5

CAO RLS FILE: RLS 25-313

DATE: OCTOBER 13, 2025

I have reviewed the above Request for Legal Services (RLS) related to the annexation of property located at or near the Corner of E. South Market Avenue and S. US Highway 1. The Ordinance is approved as to form and correctness.

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

Thank you.
SH



Goose Development Annexation

(PZANN2025-0004)

Annexation
City Commission
November 2025

Background

Owner:

Goose Development Fund

Acreage:

~2.06 acres



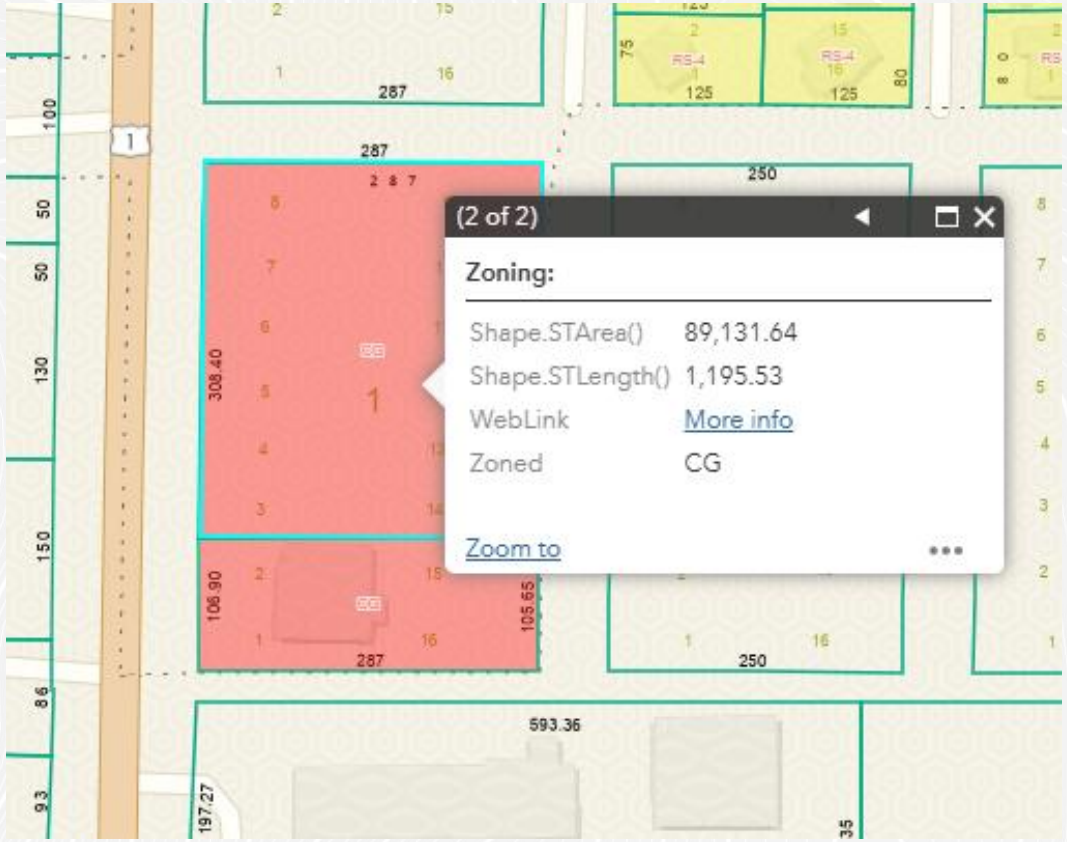
Existing Future Land Use & Zoning

St Lucie County

Future Land Use:
Commercial



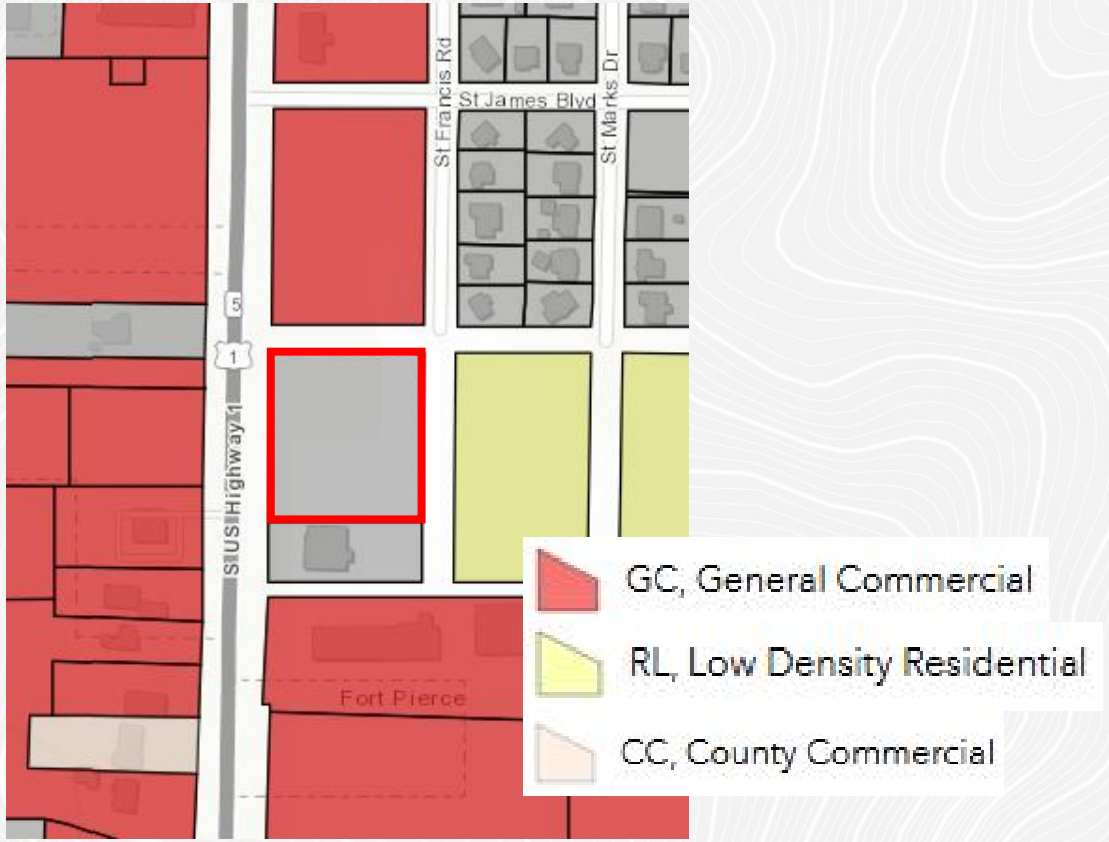
Zoning:
Commercial General



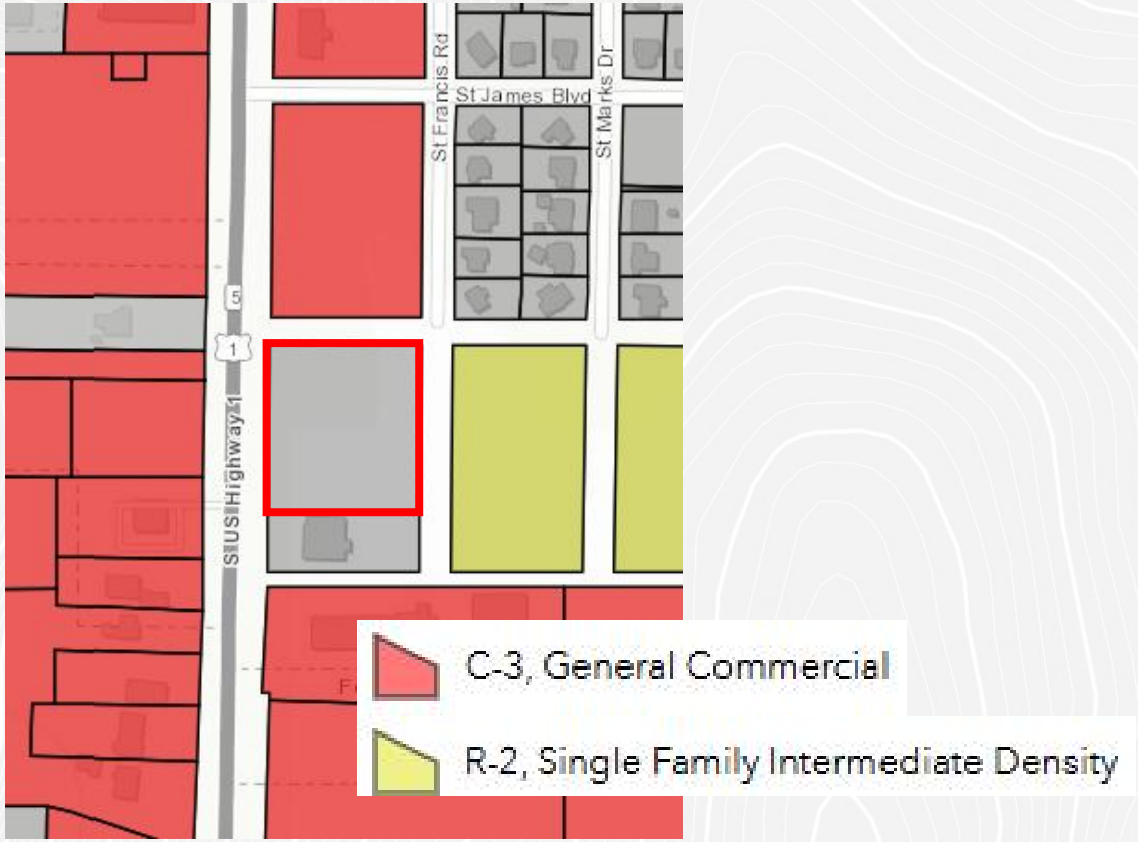
Proposed Future Land Use & Zoning

Fort Pierce

Future Land Use:
Commercial General (CG)



Zoning:
General Commercial (C-3)



Request

We request the parcel be annexed into the City of Fort Pierce.

- Planning and Zoning Board Approval Recommendation
- Consistent with surrounding land uses
- Closer to eliminating enclave
- Property taxes to Fort Pierce

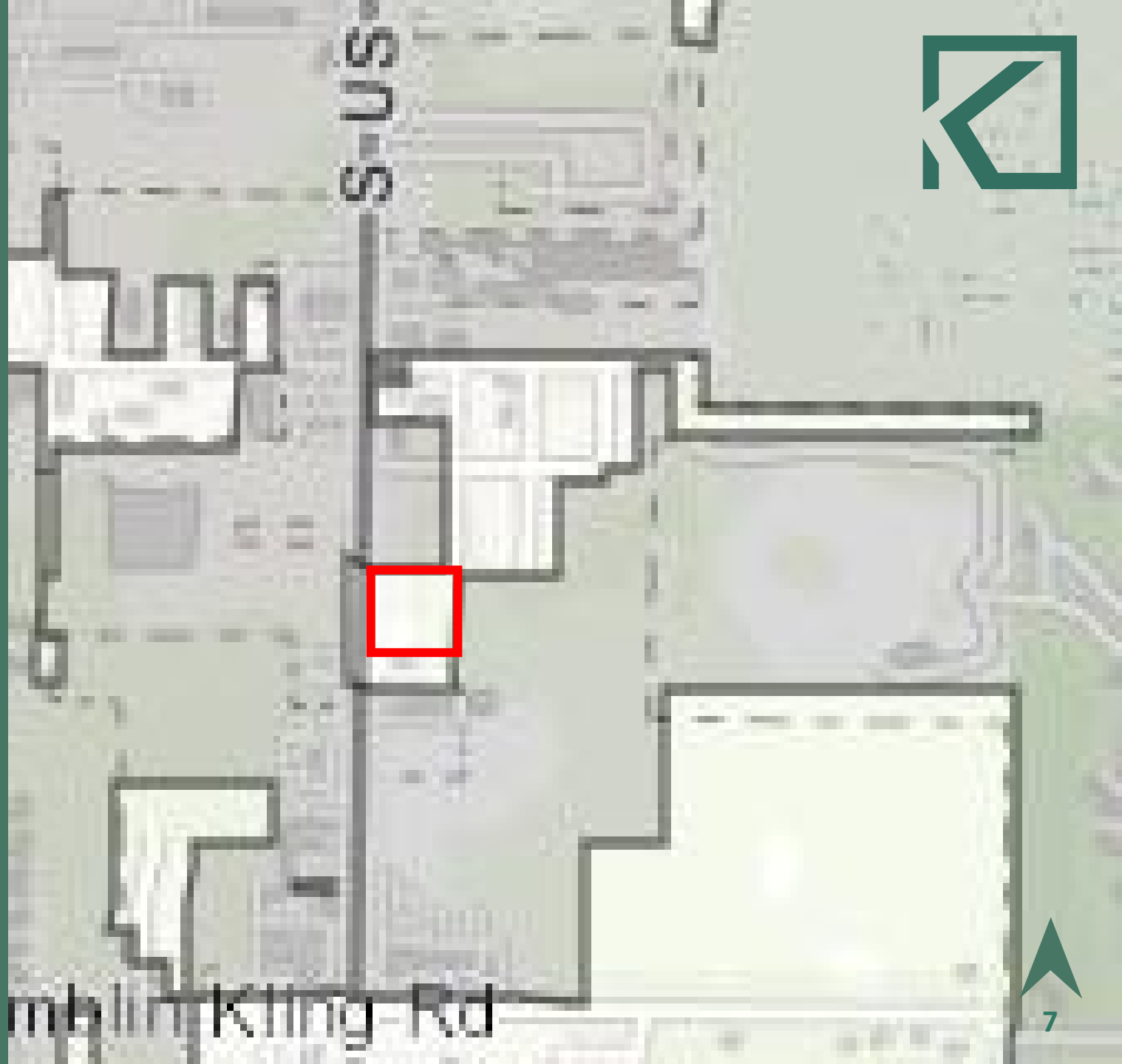
Thank you.



Goose Development Annexation (PZANN2025-0004)

Enclave

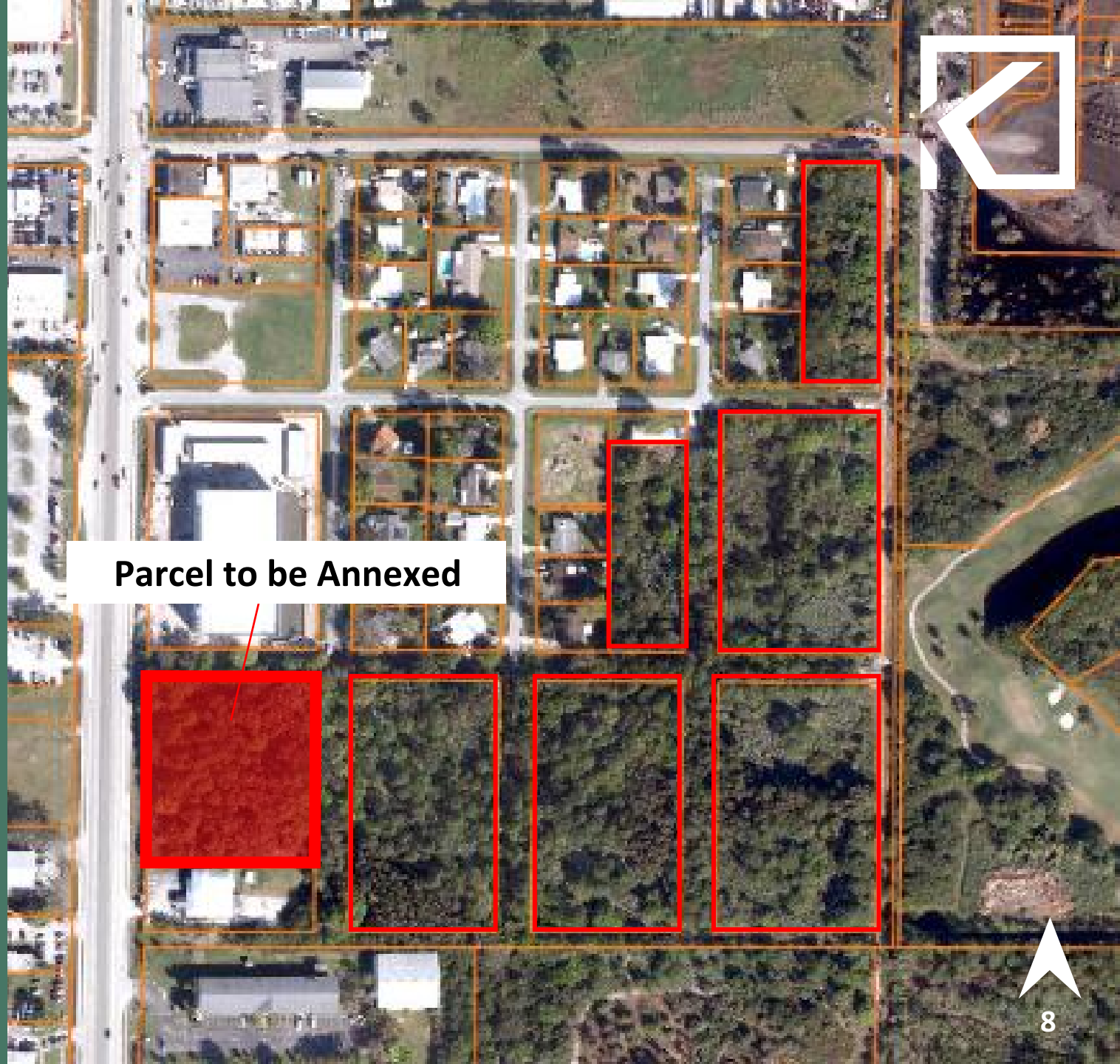
Currently in an unincorporated enclave



Background

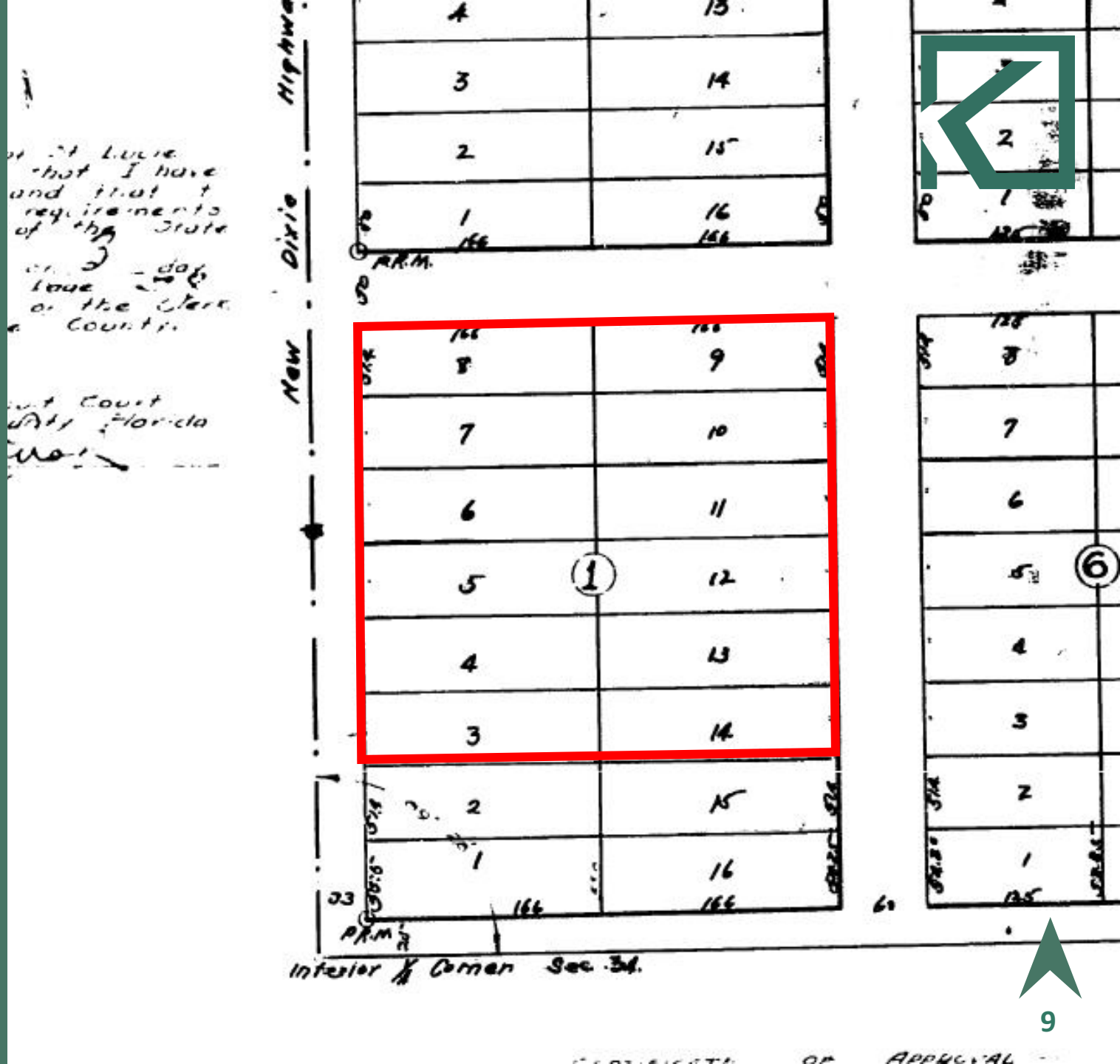
Goose Development Owned Parcels in Fort Pierce

Future PD rezoning & site plan



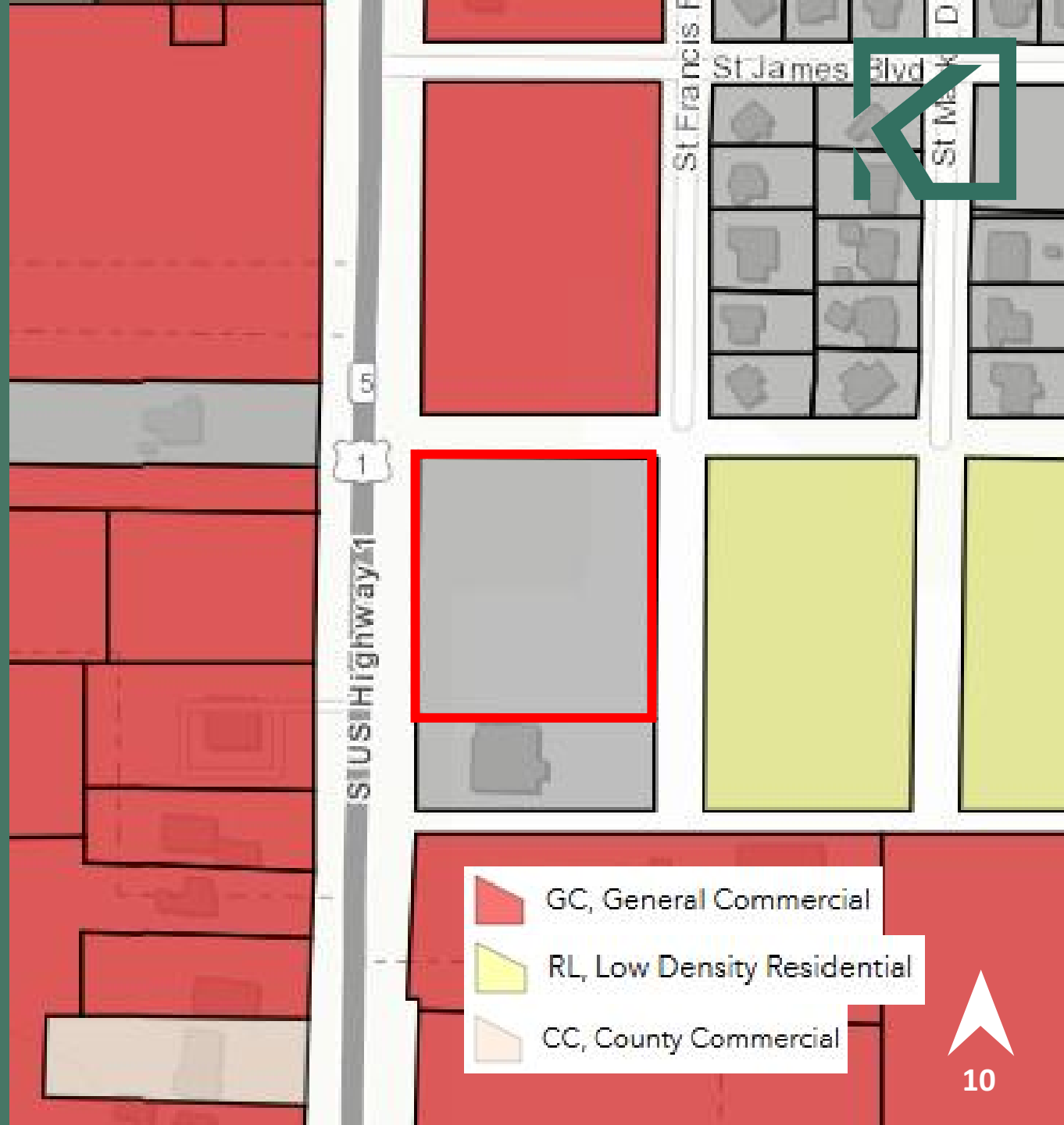
Background

Platted in the 1925s as small lots



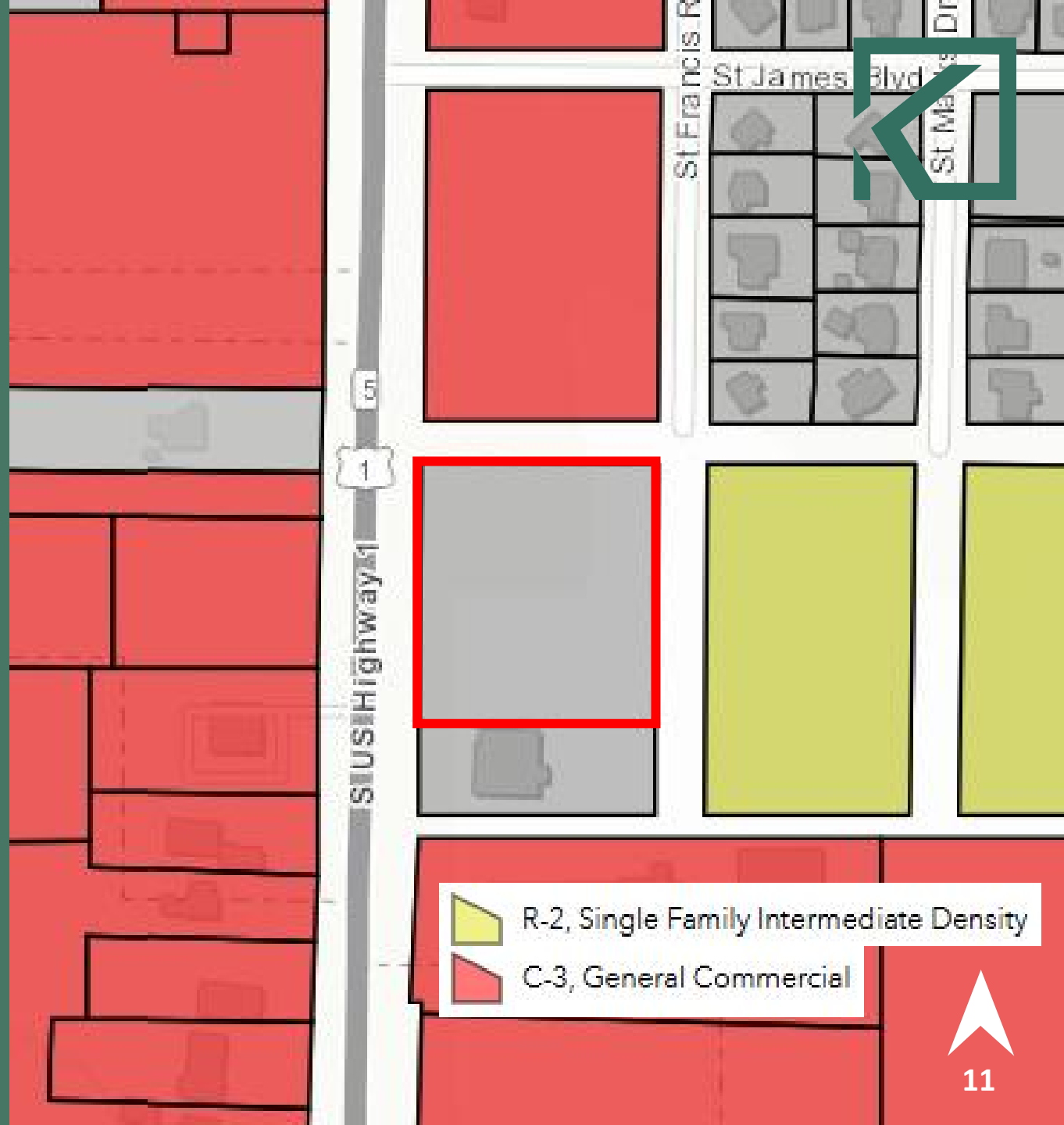
Proposed Future Land Use

General Commercial (GC)



Proposed Zoning

General Commercial (C-3)



City Commission Regular Meeting - 5:05 PM **12. B.**

Meeting Date: 11/17/2025

Re: Sunset Gardens PD Master Site Plan

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

APPLICANT IS REQUESTING A CONTINUANCE OF THIS ITEM TO A DATE CERTAIN, DECEMBER 15, 2025, IN ORDER TO ENGAGE WITH NEIGHBORS OBJECTING TO THE PROJECT.

Quasi-Judicial Hearing - Ordinance 25-035. Amending the City's Zoning Atlas and rezoning two parcels generally located at or near 4945 Edwards Road, containing approximately 17.58 acres of land, more or less, from an existing Planned Unit Development (PUD) and Medium Density (R-4) to a Planned Development (PD); approving a Master PD site plan; approving a Master 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. FIRST READING

SUMMARY:

Golden Arrow Development LLC is proposing a Planned Development (PD) consisting of 112-unit Townhouse units with associated amenities.

The site was previously approved in 2008 as Orange Gardens, a 40-unit single-family development that has expired. The site area is 17.58 acres +/-, including a linear parcel, which consists of 0.44 acres. The primary parcel has a Future Land Use designation of Low-Density Residential (RL), 1-6.5 du/acre, with a PD (expired) zoning classification. The linear parcel has a Future Land Use designation of High-Density Residential (RH), 12-18 du/acre, with a compatible zoning designation of Medium Density Residential (R-4). Parcel ID(s) 2430-244-0001-000-4 and 2430-243-0001-000-1

The proposed Master-Plan Development (PD) consists of 20 townhouse buildings that allow for a mix of 4 to 8 townhouse units per building. The density proposed is 6.37 dwelling units per acre. The maximum density permitted is 6.5 dwelling units per acre. The amenities include lake vistas, preservation of on-site wetlands, recreational facilities, private patios, and a sidewalk network that interconnects the community.

All units face the central community amenities, which include a community pool, cabanas, a lake, and a meandering walking path with lake vistas. The entire community will be interconnected with a sidewalk system, convenient parking and mail delivery. The Master PD has been designed to preserve the undisturbed and protective natural habitat. The landscape plan also incorporates native plant material.

RECOMMENDATION:

Based on the review of the project, Compliance with the Comprehensive Plan and consideration of the impact upon the Health, Safety and Welfare of the public. Staff recommend that City Commission **APPROVE** the application for Master PD Site Plan subject to the fourteen (14) conditions of development listed below.

(The conditions incorporate the recommendations made by the Planning Board but have been reworded to take account of State regulations relating to Platting).

ALTERNATIVES:

Approval with additional/alternative conditions.
or
Denial.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director

COORDINATED WITH:

Technical Review Committee
Planning Board
City Attorney's Office

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

N/A

Attachments

Request for Continuance
Staff Presentation
Staff Report
Ordinance 25-035
Development Agreement
Project Narrative
Boundary Survey
Legal Description
Location Map
Warranty Deed
PD Master Site Plan
Engineering Plans
Traffic Impact Analysis
Landscape Plan
Environmental Report

Typical Lot Layout
Previously Approved Site Plan
Concurrency Review
Review Comments
CA memo
Public Notification Certification
Resident Objection Letters
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	11/06/2025 01:00 PM

Form Started By: Kev Freeman
Started On: 11/04/2025 11:45 AM
Final Approval Date: 11/06/2025

From: Leslie Olson
To: Linda Cox
Cc: Kevin Freeman; M. Erdem Altinok; Lainey W. Francisco; Christopher Suneson; Crystal Perez
Subject: Sunset Gardens Master Planned Development: Request for Continuance
Date: Friday, November 14, 2025 11:29:01 AM
Attachments: image001[38].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.

Dear Linda,

On behalf of Golden Arrow Development, LLC, applicant for Sunset Gardens Master Planned Development, we respectfully request a continuance of our advertised City Commission Public Hearing whose first reading is scheduled for Monday, November 17, 2025, to Monday, December 15, 2025. This continuance is requested in order to engage with the neighbors to the east of the property who have filed an objection to the project.

It is our intent to meet with interested neighbors, discuss the proposed development, hear concerns and respond with careful adjustments as feasible, prior to the Commission hearing.

I will be present at the November 17, 2025 hearing to represent this request when the item is opened by the Commission, and will be available for questions.

If you have any questions, or if you need this request in an alternate format, please don't hesitate to let me know.

Very respectfully,
Leslie

Leslie Olson, AICP
Principal

DISTRICT PLANNING GROUP

130 South Indian River Drive Suite 202
Fort Pierce, FL 34950

Cell: (772) 882-5811
www.districtplanninggroup.com

CITY OF FORT PIERCE

CITY COMMISSION

NOVEMBER 17, 2025

SUNSET GARDENS PLANNED DEVELOPMENT MASTER SITE PLAN
PD2024-00008

APPLICATION

PD2024-00008

Sunset Gardens Planned Development (Master Site Plan)

APPLICANT

Leslie Olsen, District Planning Group

On behalf of Golden Arrow Development LLC

ADDRESS

4945 Edwards Road

PARCEL ID #(S):

2430-244-0001-000-4 &
2430-243-0001-000-1

SUMMARY

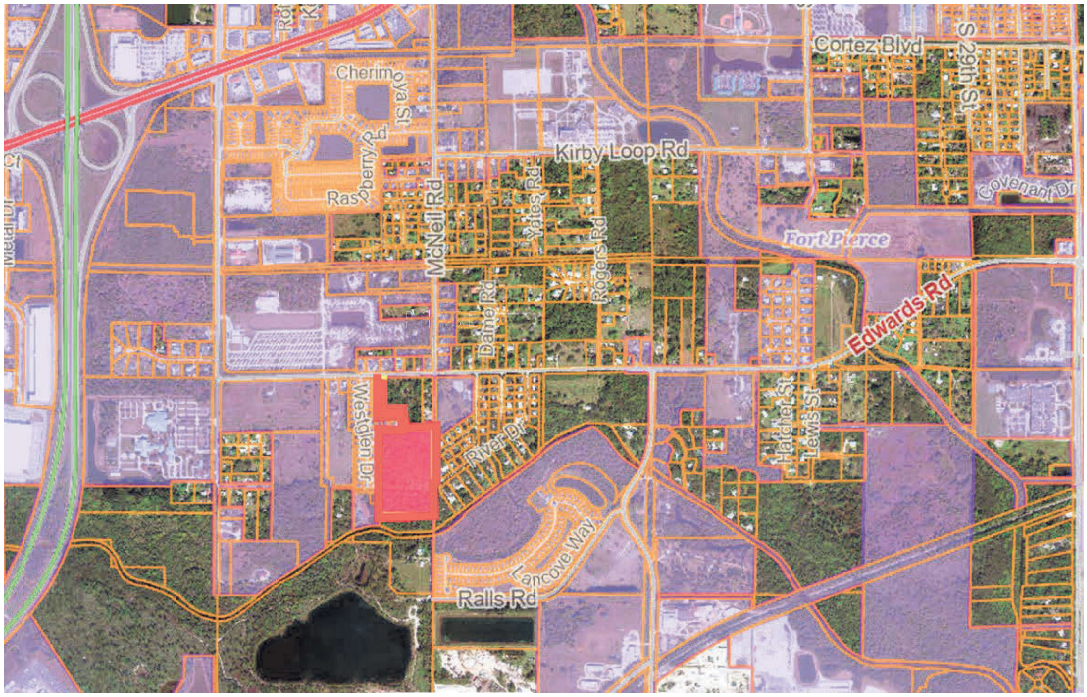
The application proposes 20 townhouse buildings that allow for a mix of 4 to 8 townhouse units per building. The density proposed is 6.37 dwelling units per acre.

Proposed amenities include lake vistas, preservation of on-site wetlands, recreational facilities, private patios, and a sidewalk network that interconnects the community.

A previous Preliminary PUD for 40 single-family homes was approved in 2008 but not initiated.

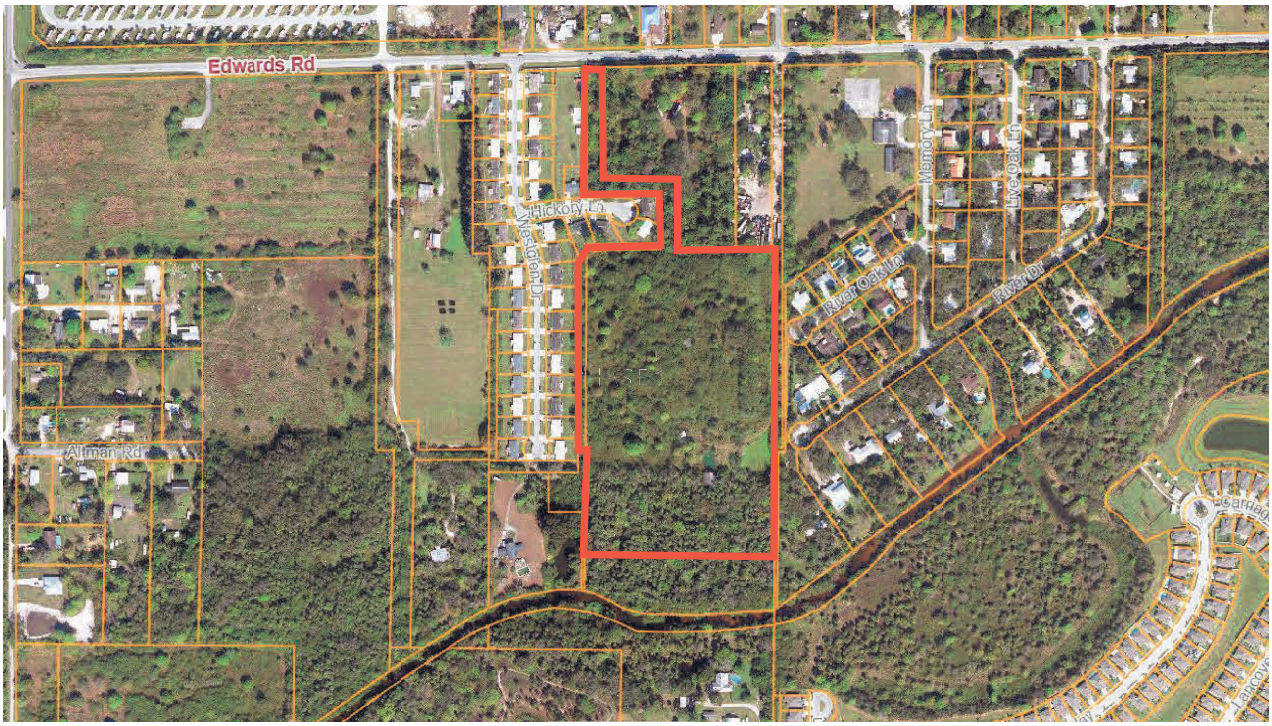
SITE LOCATION

SITE AREA +/- 17.58 Acres



N

SITE LOCATION SITE AREA +/- 17.58 Acres



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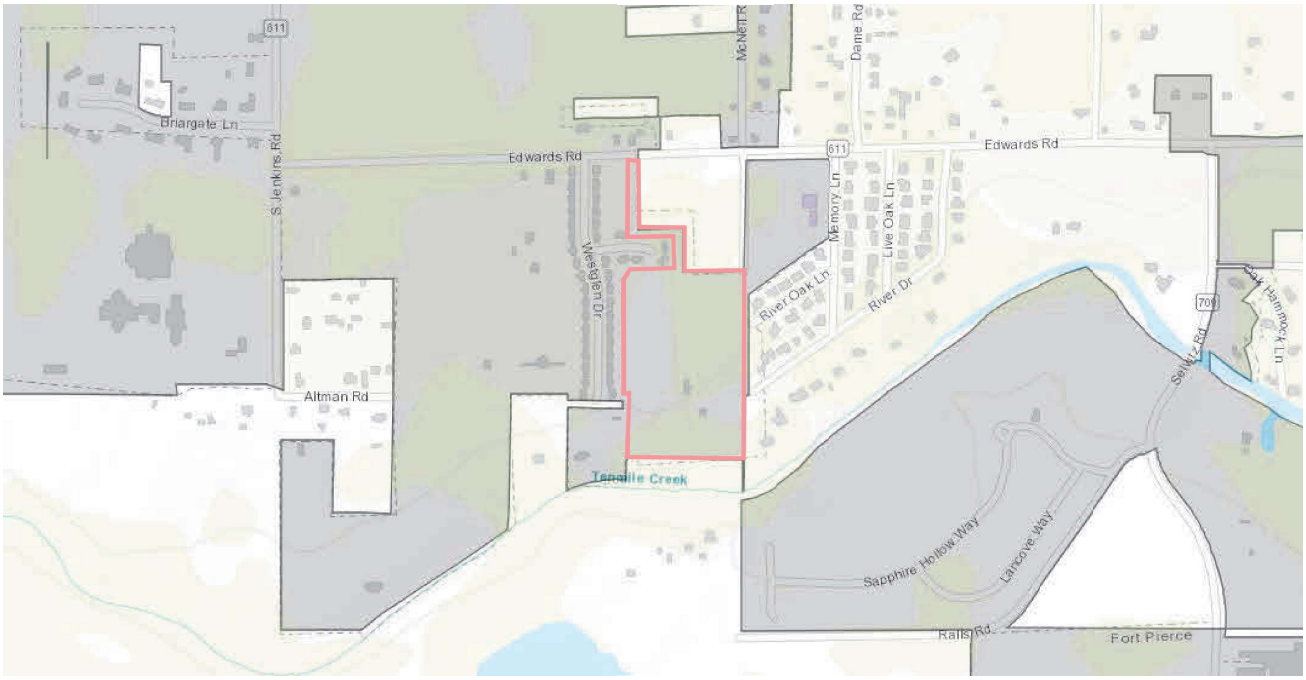
SITE LOCATION Municipal Boundaries



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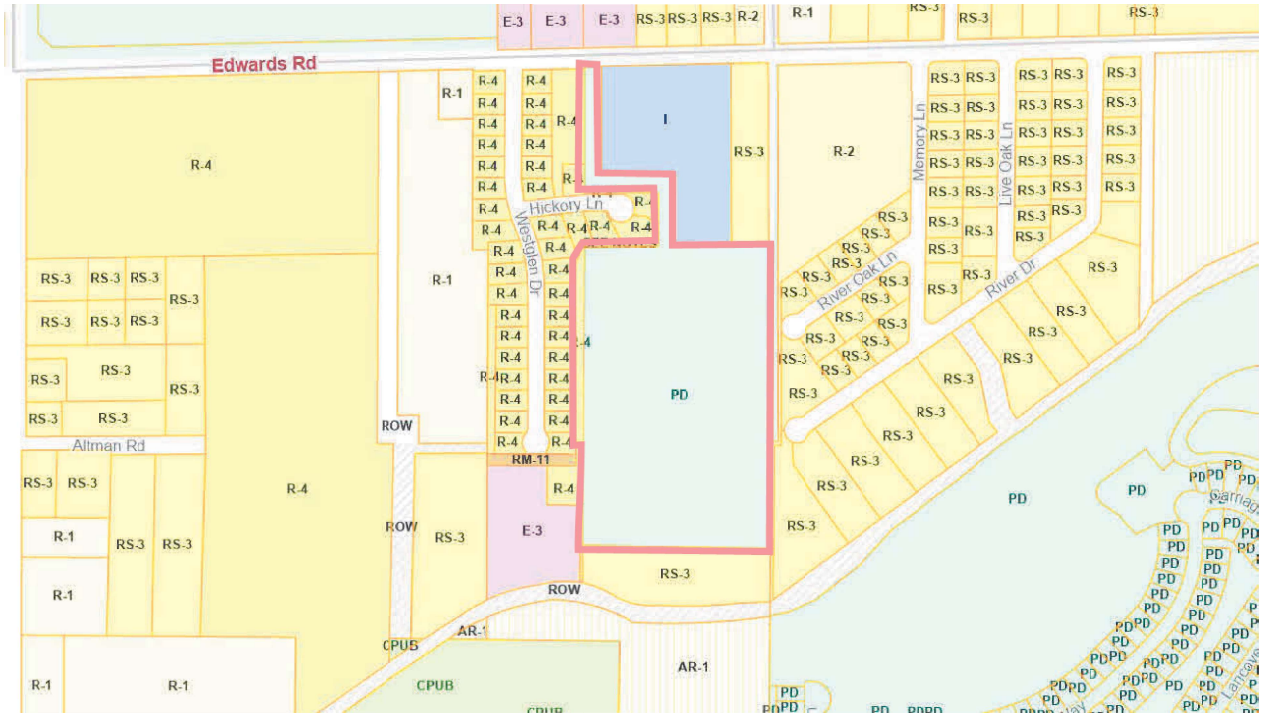
EXISTING ZONING - PD



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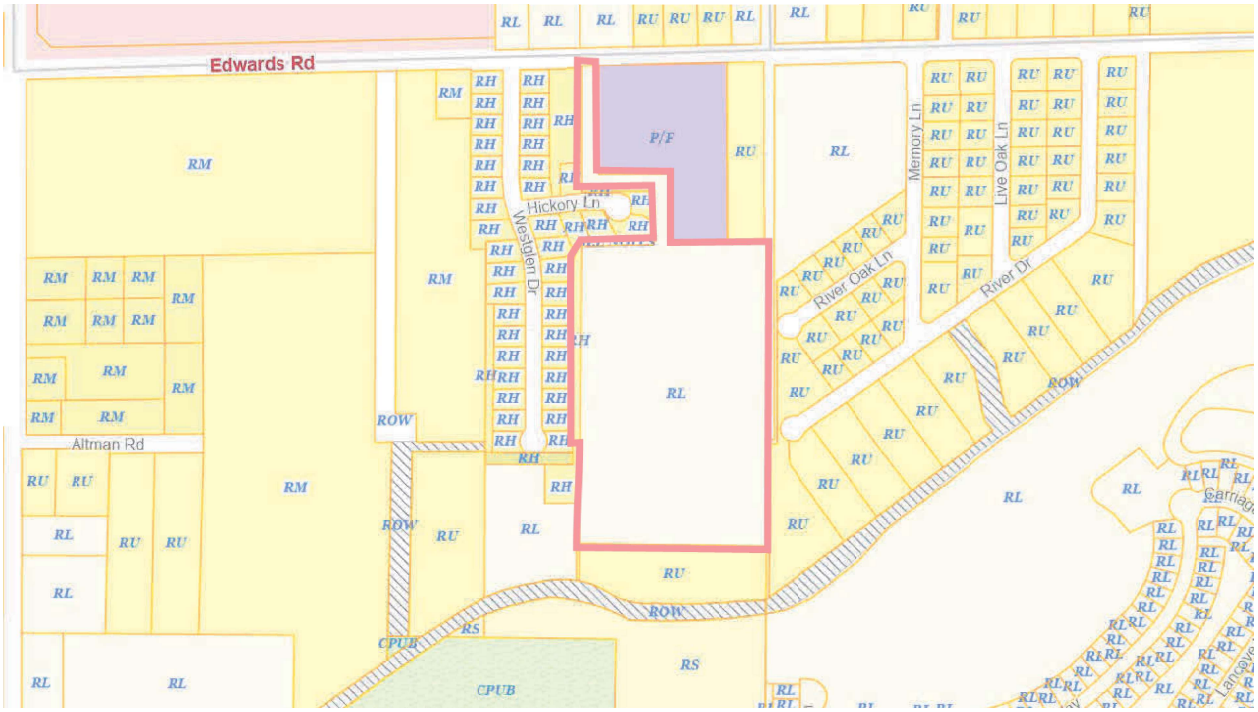
EXISTING FLU – LOW DENSITY RESIDENTIAL



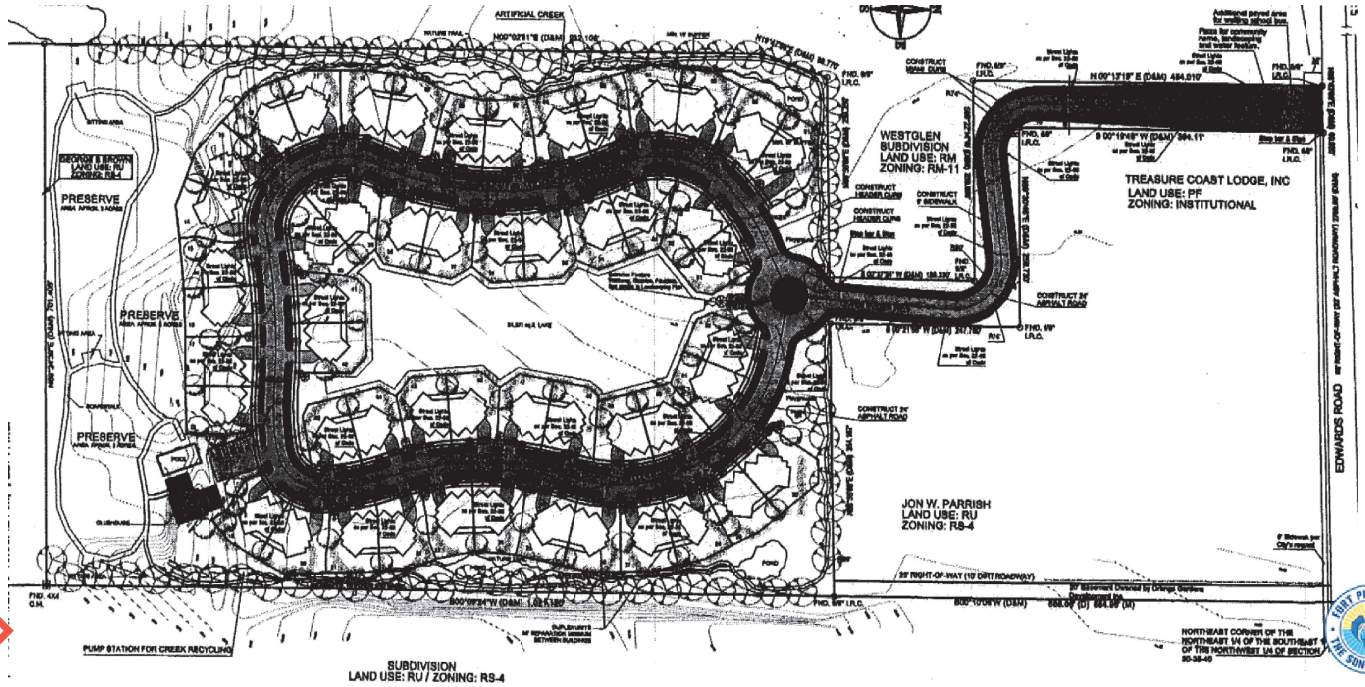
N

City RH Maximum 18 du/acre | City RL: Maximum 6.5 du/acre | County RU: Maximum 5 du/acre

SUNSET GARDENS

PREVIOUS ORANGE GARDENS - APPROVED PRELIMINARY PUD SITE PLAN (R-1 to PUD) MARCH 11, 2008

17 .62 acres, 40 single-family units @ 2.89 units/ acre.



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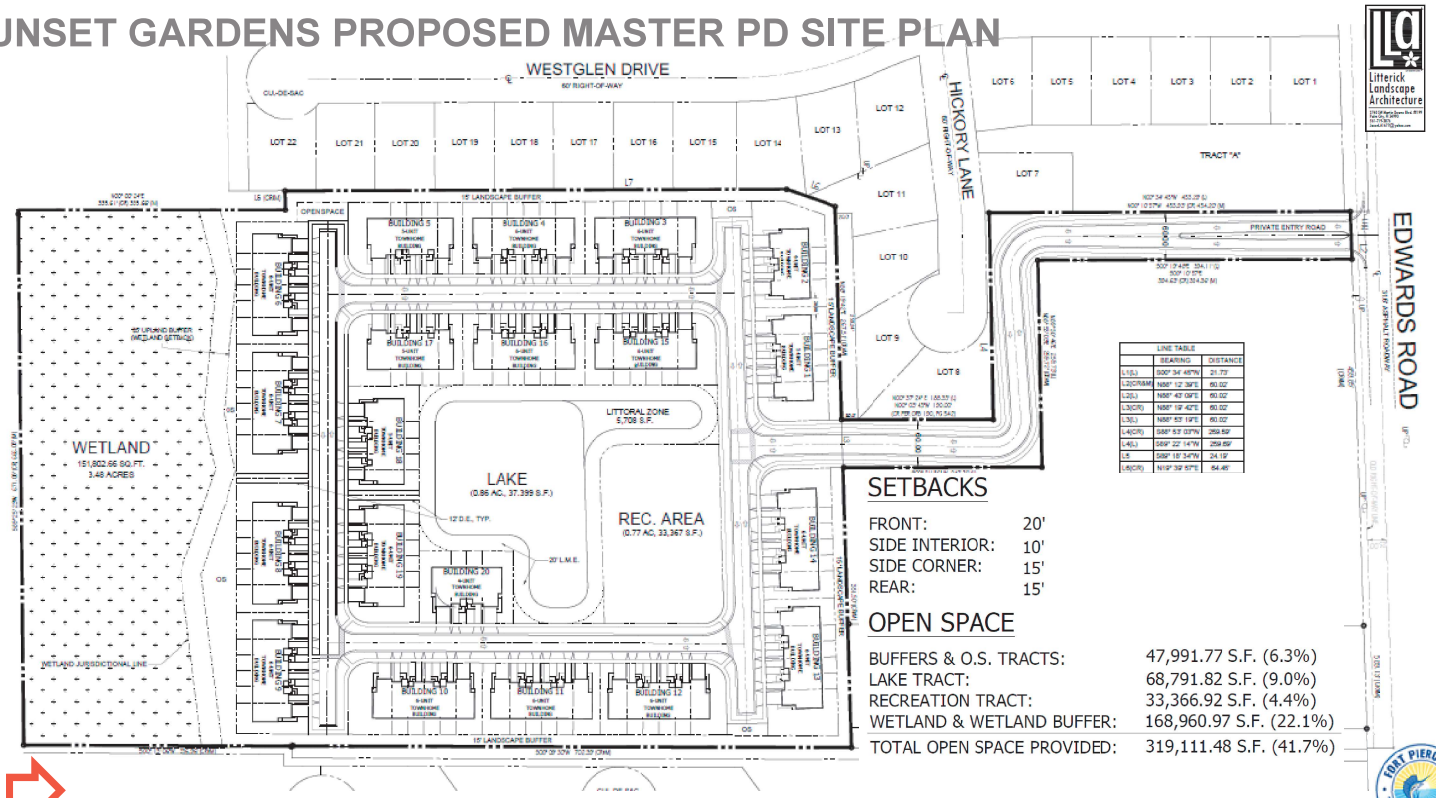
SUNSET GARDENS PROPOSED MASTER PD SITE PLAN



SETBACKS

FRONT:	20'
SIDE INTERIOR:	10'
SIDE CORNER:	15'
REAR:	15'

OPEN SPACE

BUFFERS & O.S. TRACTS:	47,991.77 S.F. (6.3%)
LAKE TRACT:	68,791.82 S.F. (9.0%)
RECREATION TRACT:	33,366.92 S.F. (4.4%)
WETLAND & WETLAND BUFFER:	168,960.97 S.F. (22.1%)
TOTAL OPEN SPACE PROVIDED:	319,111.48 S.F. (41.7%)

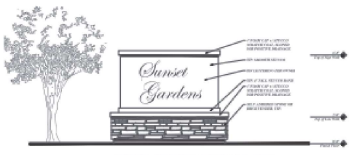
Litterick Landscape Architecture

FORT PIERCE, FL THE SUNRISE CITY

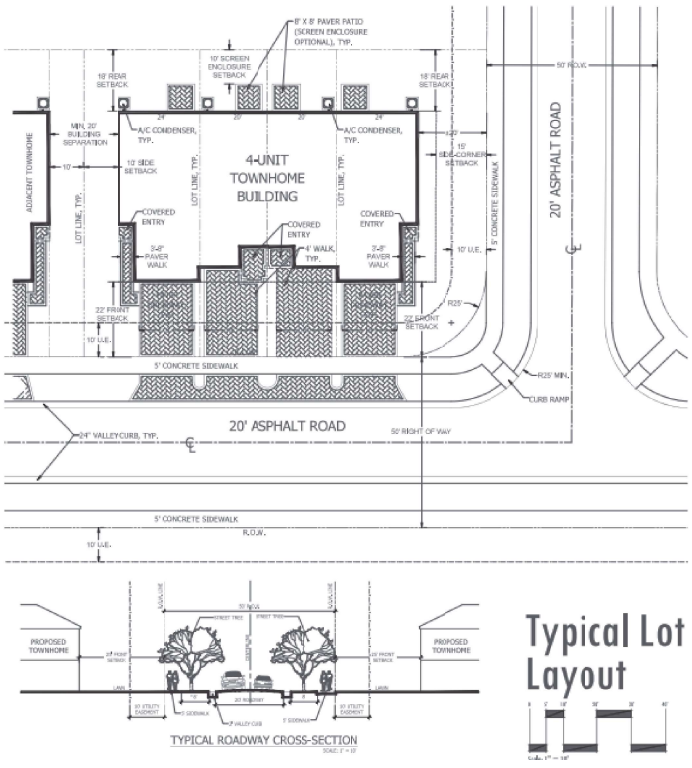
SUNSET GARDENS PROPOSED MASTER PD TYPICAL LOT LAYOUT



COVERED MAIL ZIOSK DETAIL
N.T.S.



PROJECT SIGNAGE
N.T.S.



Typical Lot Layout

Litterick Landscape Architecture

Sunset Gardens
Ft. Pierce, Florida
4945 Edwards Road

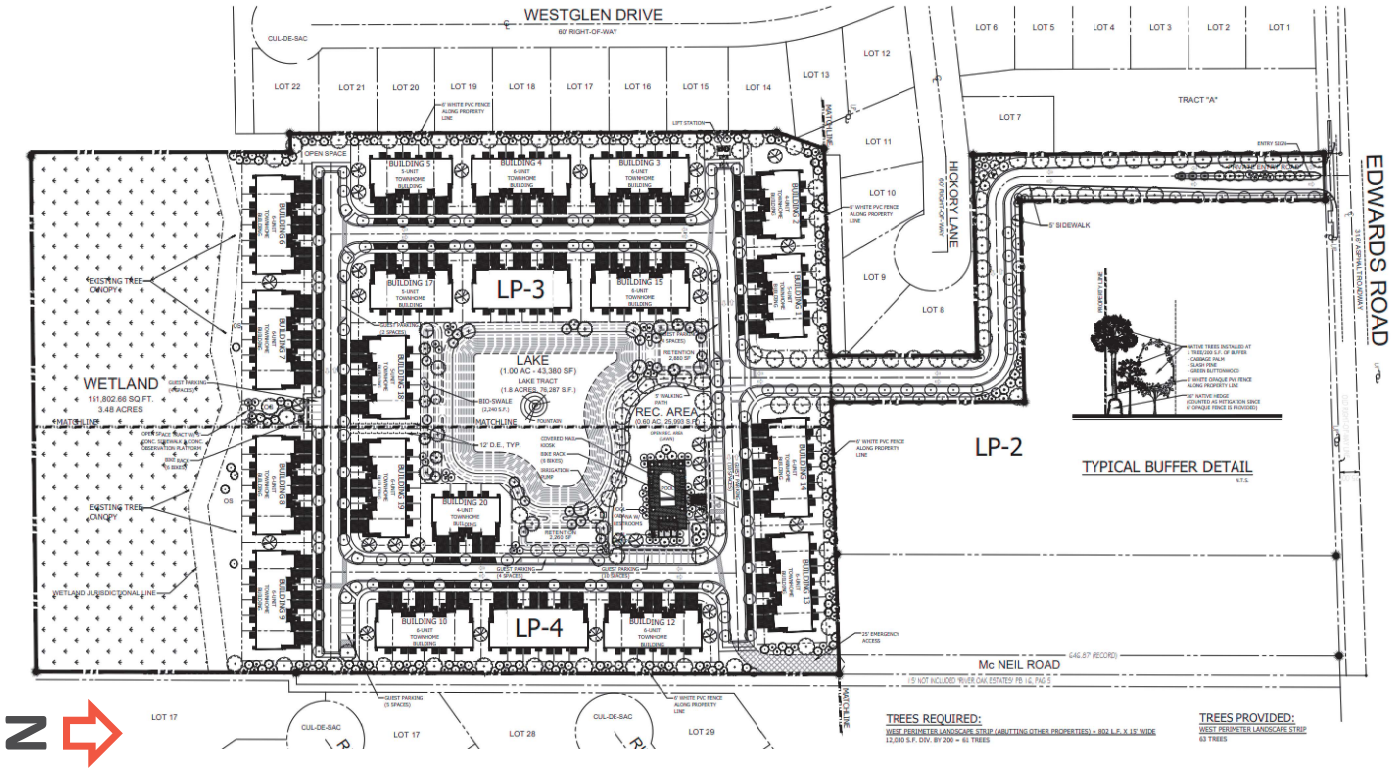
Jason Litterick

Scale 1" = 10'-0"

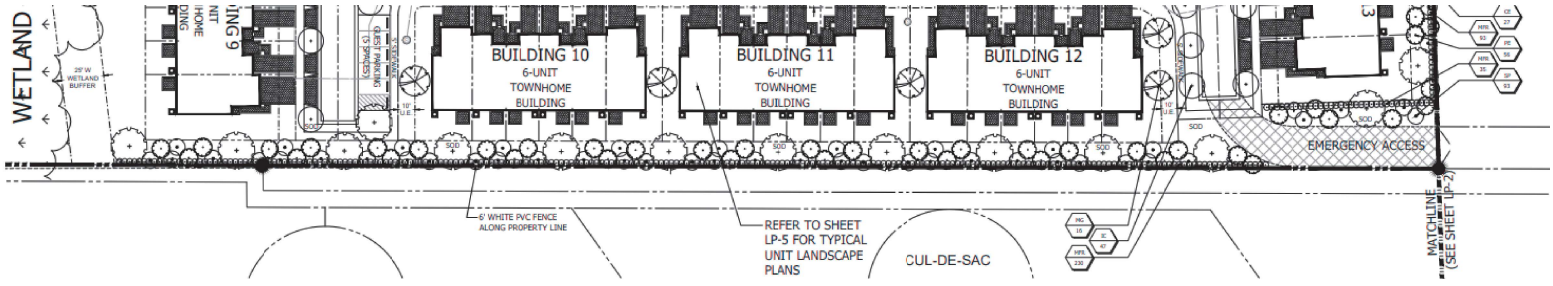
MP-2

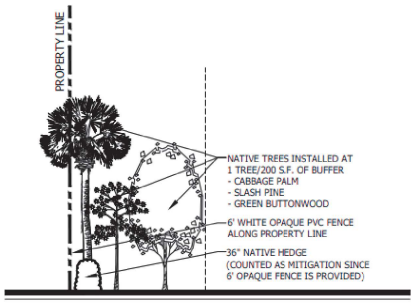
FORT PIERCE, FL THE SUNRISE CITY

SUNSET GARDENS PROPOSED MASTER PD LANDSCAPE PLAN



SUNSET GARDENS PROPOSED MASTER PD LANDSCAPE PLAN DETAILS





TYPICAL BUFFER DETAIL

TREES REQUIRED:

WEST PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES) = 802 L.F. X 15' WIDE
12,330 S.F. DIV. BY 200 = 61 TREES

EAST PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES) = 701 L.F. X 15' WIDE
10,515 S.F. DIV. BY 200 = 53 TREES

NORTH PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES) = 619 L.F. X 15' WIDE
9,285 S.F. DIV. BY 200 = 47 TREES

ENTRY DRIVE PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES) = 1,808 L.F. X 10' WIDE
18,080 S.F. DIV. BY 200 = 91 TREES

INTERIOR VEHICULAR USE AREAS = 76,378 S.F.
76,378 S.F. / 15 S.F. = 5,092 S.F. REQUIRED PLANTING AREA / 100 = 51
51 INTERIOR VUA TREES

TOTAL TREES REQUIRED: 303 TREES

SHRUBS REQUIRED:

WEST PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES) = 802 L.F.
CONTINUOUS HEDGE @ 36" O.C. = 268 SHRUBS

EAST PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES) = 701 L.F.
CONTINUOUS HEDGE @ 36" O.C. = 234 SHRUBS

NORTH PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES) = 619 L.F.
CONTINUOUS HEDGE @ 36" O.C. = 207 SHRUBS

ENTRY DRIVE PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES) = 1,808 L.F.
CONTINUOUS HEDGE @ 36" O.C. = 603 SHRUBS

TOTAL SHRUBS REQUIRED: 1,312 SHRUBS

TREES PROVIDED:

WEST PERIMETER LANDSCAPE STRIP
63 TREES

EAST PERIMETER LANDSCAPE STRIP
53 TREES

NORTH PERIMETER LANDSCAPE STRIP
49 TREES

ENTRY DRIVE PERIMETER LANDSCAPE STRIP
92 TREES

INTERIOR VEHICULAR USE AREAS - 76,378 S.F.
108 TREES

TOTAL TREES PROVIDED: *355 TREES

SHRUBS PROVIDED:

WEST PERIMETER LANDSCAPE STRIP
268 SHRUBS

EAST PERIMETER LANDSCAPE STRIP
234 SHRUBS

NORTH PERIMETER LANDSCAPE STRIP
207 SHRUBS

ENTRY DRIVE PERIMETER LANDSCAPE STRIP
603 SHRUBS

TOTAL SHRUBS PROVIDED: 1,312 SHRUBS

TREE LEGEND

- GREEN BUTTONWOOD (CONOCARPUS ERECTUS)
- DAHOON HOLLY (ILEX CASSINE)
- SOUTHERN MAGNOLIA (MAGNOLIA GRANDIFLORA)
- BALD CYPRESS (TAXODIUM DISTICHUM)
- RED MAPLE (ACRE RUBRUM)
- S. FLA. SLASH PINE (PINUS ELLIOTTII 'DENSA')
- CABBAGE PALM (SABAL PALMETTO)
- CHINESE FAN PALM (LIVISTONA CHINENSIS)

SUNSET GARDENS PROPOSED MASTER PD TRAFFIC ANALYSIS
By O'Rourke Engineering – July 16, 2024

The study area is defined as the roadways upon which the project has an impact of 5% of the level of service capacity of the roadway and 1% on the adjacent link.

The study area roadways were defined in terms of existing lane geometrics and existing traffic volumes.

To estimate future traffic generated by the development, the ITE Trip Generation, 11th Edition trip rates for Single Family Attached Housing (Land Use Code 215) was applied to estimate the trips generated

The project will generate 803 new daily trips. There will be 53 AM peak hour trips with 13 entering the project and 40 trips exiting the project. The project will generate 63 new PM peak hour trips. There will be 37 trips entering the project and 26 trips exiting the project in the PM peak hour.

The study concludes that with 53 net new AM peak hour trips and 63 net new PM peak hour trips, all links and intersections operate at acceptable levels of service with the existing roadway network and planned/funded roadway improvements. Therefore, the project meets the requirements for concurrency.

The Traffic Analysis will be further reviewed at time of Final PD.

SUNSET GARDENS PROPOSED MASTER PD ENVIRONMENTAL
By Advanced Restoration Ecology (ARE Inc.) – April, 2024

ARE, Inc. conducted a site investigation throughout the property to survey for the presence of any listed plant or animal species.

Gopher Tortoise burrows were not observed on site, and no other State or Federally listed species were observed on the property during the site visit. A 100% gopher tortoise survey of the property was conducted and completed by an FWC licensed gopher tortoise agent during the site investigation.

Native habitat was determined not to be on site.

However, It is the professional opinion of ARE, Inc. that there are likely both State and Federally jurisdictional wetlands on the site as the site's characteristics do meet the minimum thresholds required for wetland classification.

Wetland Jurisdictional Boundaries will be required to be determined at time of Development Permits

PLANNING BOARD

The project was presented to the Planning Board at its May 12, 2025, meeting. The Board recommended that the project be forwarded to the City Commission for **Approval** with 14 conditions by a vote of 5-0.

RECOMMENDATION

Based on findings that the proposal is in compliance with the Comprehensive Plan and that the proposal promotes the public health, safety and general welfare through site design and infrastructure improvements.

Staff recommend the City Commission APPROVE the site plan subject to the stated fourteen (14) conditions of approval.

CONDITIONS

1. A Final PD shall be required prior to any development activities associated with the Master Site Plan by Litterick Landscape Architecture,, dated 10/30/24 .
2. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.
3. The Final PD site plan submittal shall include a wetland jurisdictional survey.
4. Prior to issuance of any site clearing permit a Gopher Tortoise Survey shall be carried out on site.
5. A detailed stormwater and drainage plan and statement shall be submitted at the time of Final PD site plan application.
6. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.
7. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.
8. The Final PD site plan shall include quantitative data for the parcel sizes; proposed lot coverage of buildings and structures; total amount of open space.

CONDITIONS (continued)

9. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.

10. The Final PD site plan shall contain the following information, at minimum:
    - i. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance.
    - ii. Proposed lot lines and other divisions of land for management, use or allocation purposes.
    - iii. The location, size and height of present and proposed buildings and structures.
    - iv. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
    - v. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.
    - vi. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.

CONDITIONS (continued)

11. Any required sidewalk or roadway improvements shall be identified through the Final PD site plan process.

12. Any required ROW donation shall be identified through the Final PD site plan process.

13. All other applicable state or federal permits be obtained before commencement of the development.

14. The 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 City of Fort Pierce for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

ALTERNATIVE RECOMMENDATION

Approve with amended Conditions

Or

Disapprove

CITY OF FORT PIERCE

PLANNING DEPARTMENT

STAFF REPORT

PROJECT: SUNSET GARDENS MASTER PD - PD2024 - 00008

TO: RICHARD CHESS, CITY MANAGER

REVIEWER: KEV FREEMAN, PLANNING DIRECTOR

MEETING: NOVEMBER 17th, 2025

LOCATION: 4945 Edwards Road

Parcel #'s 2430-244-0001-000-4 & 2430-243-0001-000-1

REQUEST: Review Sunset Gardens Master Planned Development Plan - PD2024-

SUMMARY

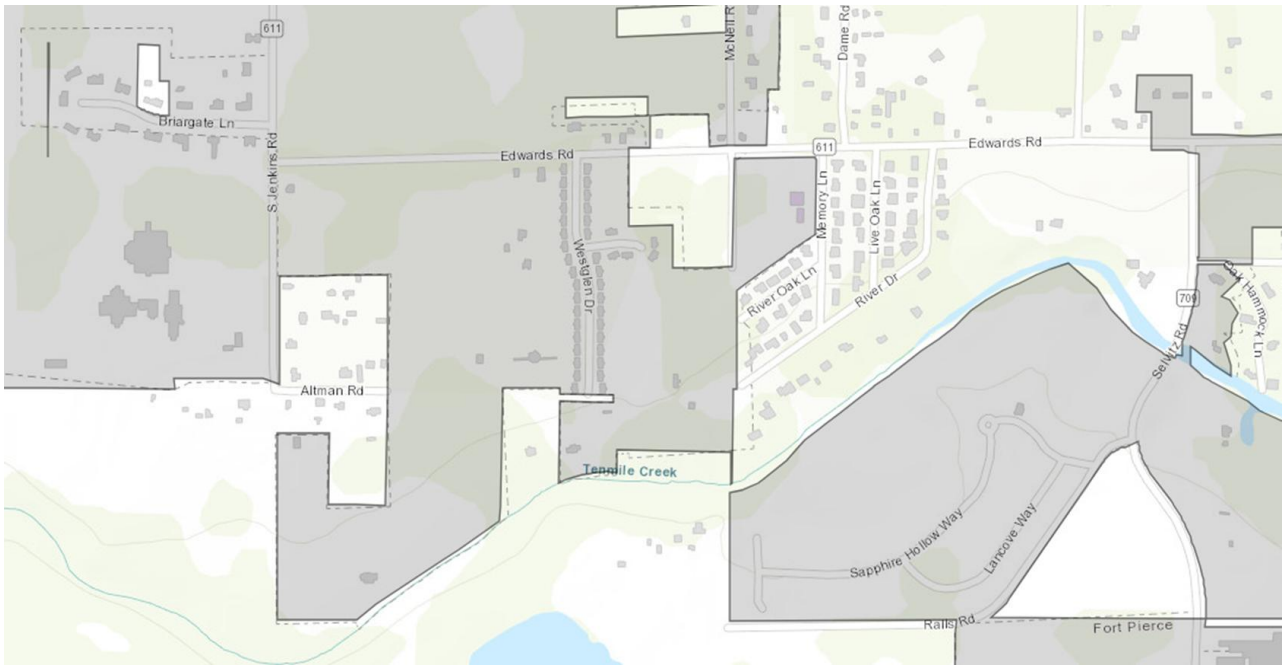
Golden Arrow Development LLC is proposing a Master Planned Development (MPD) consisting of 112-unit Townhouse units with associated amenities at 4945 Edwards Road. The development proposes Consisting of 20 townhouse buildings that allow for a mix of 4 to 8 townhouse units per building built in one phase.

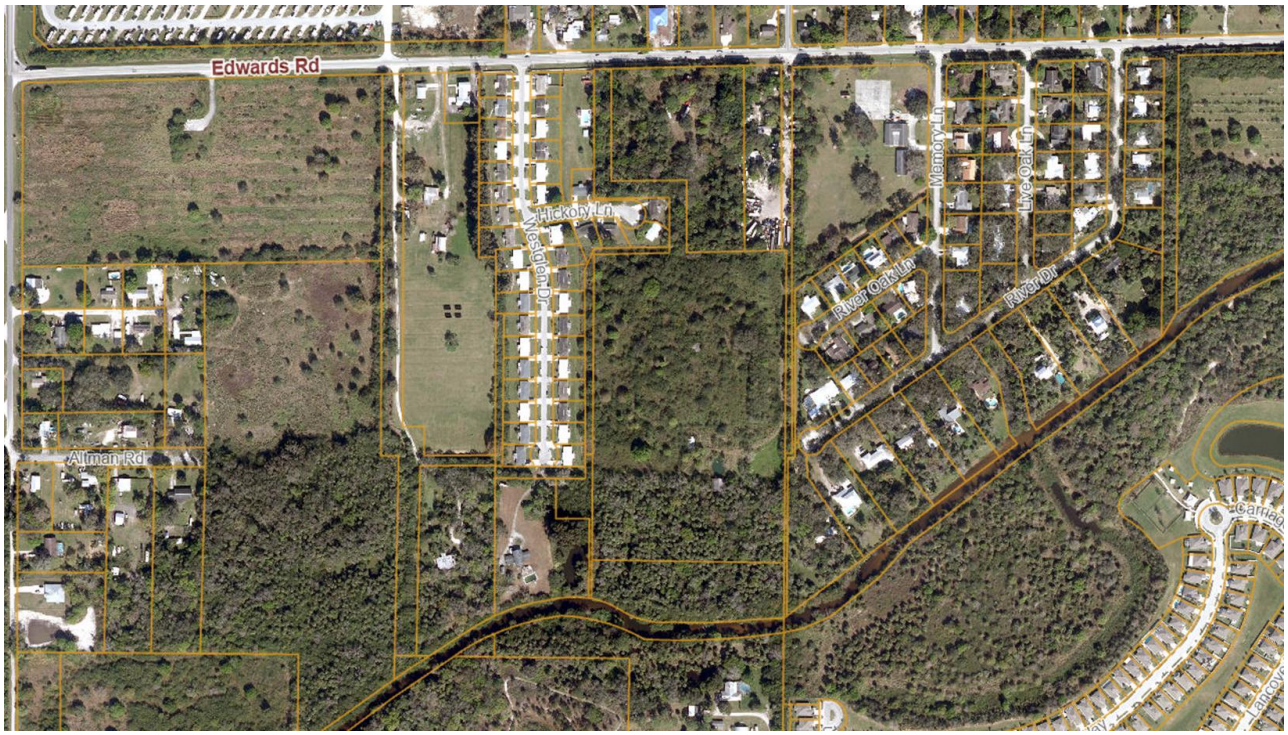
The density proposed is 6.37 dwelling units per acre. The maximum density permitted is 6.5 dwelling units per acre. Therefore, this development proposal is a decrease in density. The amenities include lake vistas, preservation of on-site wetlands, recreational facilities, private patios, and a sidewalk network that interconnects the community.

The site was previously approved in 2008 as Orange Gardens, a 40-unit single-family development that has expired. At that time, the site consisted of 17.14 acres as it did not include the linear parcel extending the length of the property to the west.

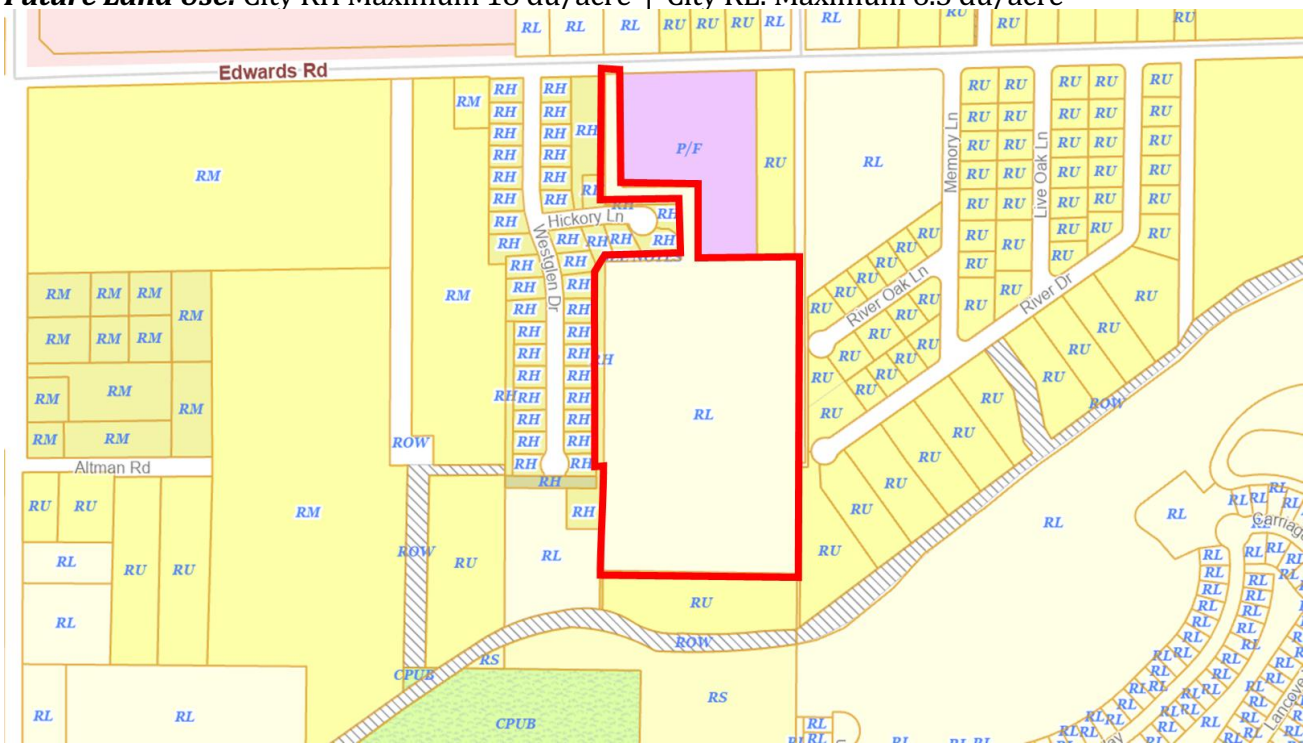
The current application consists of 17.58 acres +/-, including the linear parcel, which consists of 0.44 acres. The primary parcel has a Future Land Use designation of Low-Density Residential (RL), 1-6.5 du/acre, with a PD (expired) zoning classification. The linear parcel has a Future Land Use designation of High-Density Residential (RH), 12-18 du/acre, with a compatible zoning designation of Medium Density Residential (R-4).

Location & City Limits:





Future Land Use: City RH Maximum 18 du/acre | City RL: Maximum 6.5 du/acre

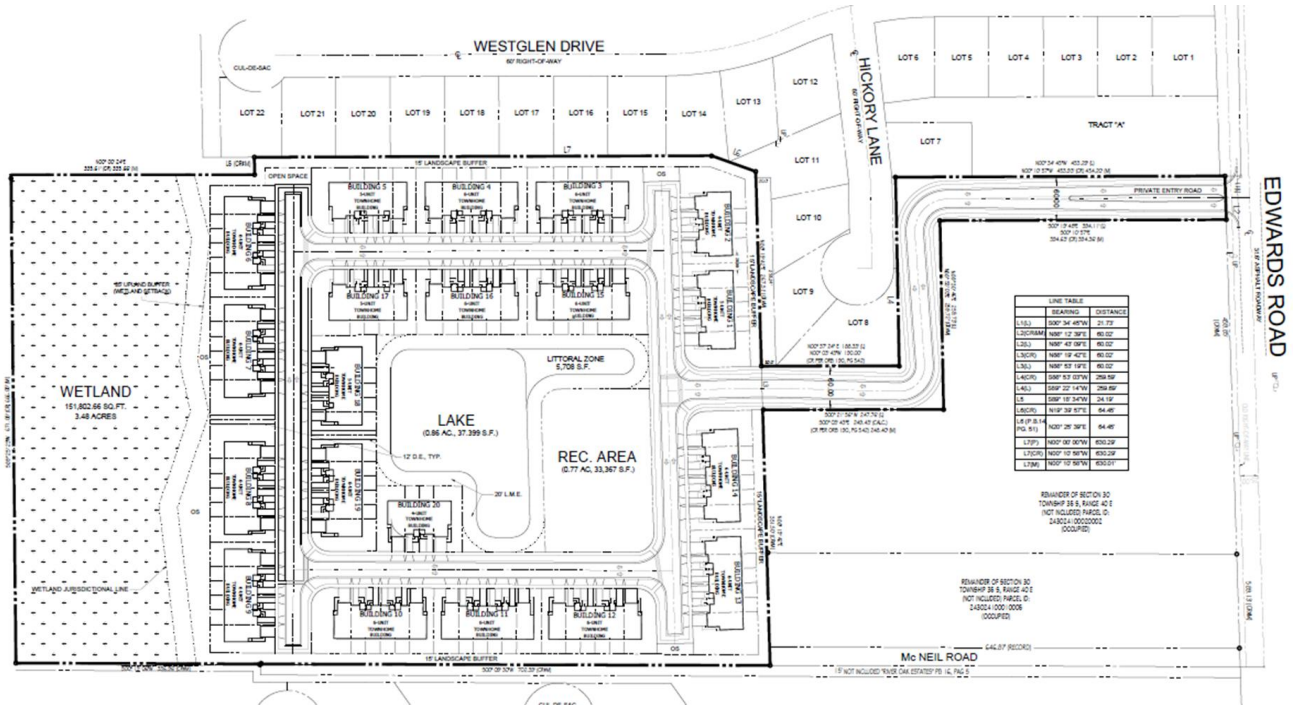


Current Zoning: Planned Development (PD)/ R-4



UTILIES:
Located within the FPUA Service Area

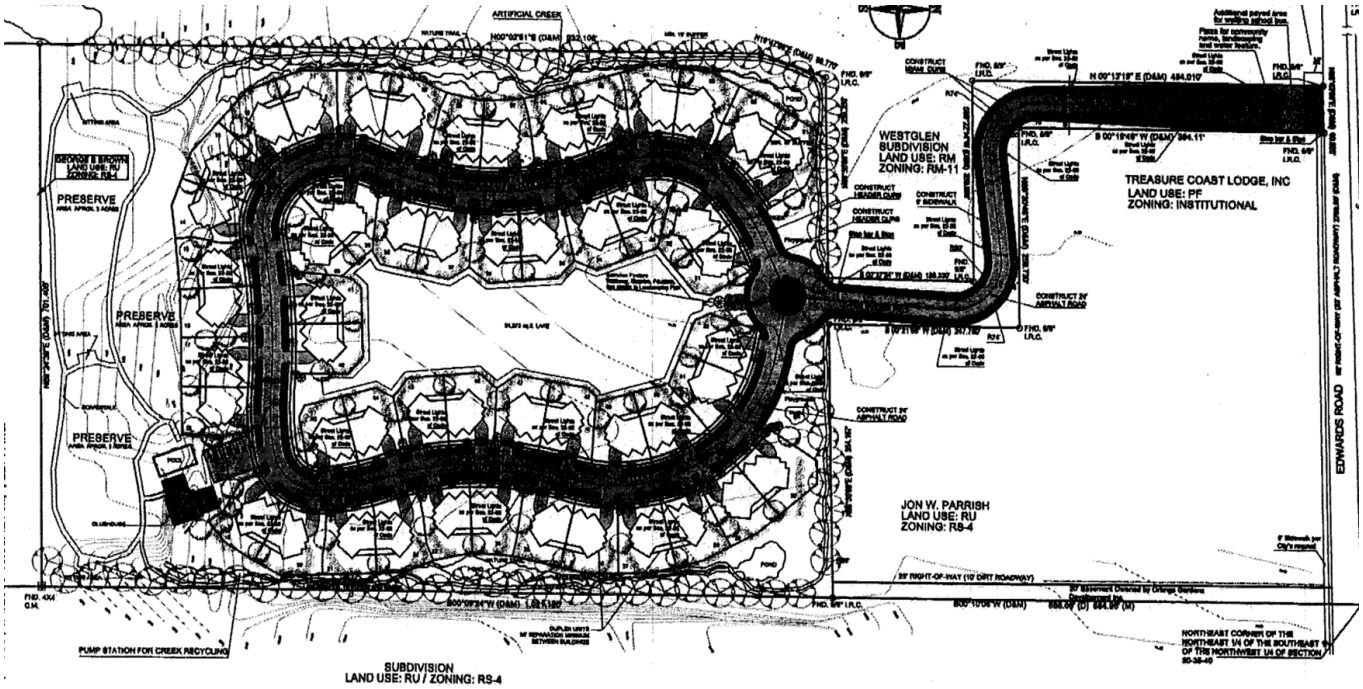
MASTER PD SITE PLAN



DESIGN REVIEW

Although staff will not be applying regulations of building design elements. Including; external building color; the type or style of exterior cladding material; the style or material of roof structures or porches; the exterior nonstructural architectural ornamentation; the location or architectural styling of windows or doors; the location or orientation of the garage; the number and type of rooms; and the interior layout of rooms, as per F.S.163.3202. (5)(a) but have considered the height, bulk, orientation, or location of a dwelling on a lot; or the use of buffering or screening to minimize potential adverse physical or visual impacts or to protect the privacy of neighbors, as defined in the same section.

PREVIOUSLY APPROVED PRELIMINARY PUD – March 2008



17 .62 acres, 40 single-family units @ 2.89 units/ acre.

PLANNING BOARD – May 12th, 2025.
The Planning Board recommended, by vote of 5-0, to move the application to the City Commission with a recommendation of APPROVAL with 14 conditions.

ENVIRONMENTAL
By Advanced Restoration Ecology (ARE Inc.) – April, 2024
ARE, Inc. conducted a site investigation throughout the property to survey for the presence of any listed plant or animal species.

Gopher Tortoise burrows were not observed on site, and no other State or Federally listed species were observed on the property during the site visit. A 100% gopher tortoise survey of the property was conducted and completed by an FWC licensed gopher tortoise agent during the site investigation. Native habitat was determined not to be on site.

However, It is the professional opinion of ARE, Inc. that there are likely both State and Federally jurisdictional wetlands on the site as the site's characteristics do meet the minimum thresholds required for wetland classification.

Wetland Jurisdictional Boundaries will be required to be determined at time of Development Permits

TRAFFIC
By O'Rourke Engineering – July 16, 2024

The study area is defined as the roadways upon which the project has an impact of 5% of the level of service capacity of the roadway and 1% on the adjacent link.
The study area roadways were defined in terms of existing lane geometrics and existing traffic volumes.

To estimate future traffic generated by the development, the ITE Trip Generation, 11th Edition trip rates for Single Family Attached Housing (Land Use Code 215) was applied to estimate the trips generated.

The project will generate 803 new daily trips. There will be 53 AM peak hour trips with 13 entering the project and 40 trips exiting the project. The project will generate 63 new PM peak hour trips. There will be 37 trips entering the project and 26 trips exiting the project in the PM peak hour.

The study concludes that with 53 net new AM peak hour trips and 63 net new PM peak hour trips, all links and intersections operate at acceptable levels of service with the existing roadway network and planned/funded roadway improvements. Therefore, the project meets the requirements for concurrency.

The Traffic Analysis will be further reviewed at time of Final PD together with ROW dedications and any roadway/sidewalk improvements.

SCHOOL DISTRICT
Comment by School District
'We appreciate your recognition of the challenges with pulling buses into the development, especially given the narrow and curvilinear site entrance, and the lack of space for a lateral pull-off at Edwards Road. As you noted, making additional stops so close together is not feasible for our operations.
We fully endorse your preferred alternative: the design and installation of a sidewalk along Edwards Road between the two sites. This initiative will create a safe pedestrian pathway for students from Sunset Gardens, Viva East, and the surrounding neighborhood, which currently lacks sidewalk access to a school bus stop.
Alternatively, we recommend placing a bus stop at the front entrance of the development along Edwards Road to further enhance accessibility and convenience for students and residents.'

The location and roadway improvements relating to a School Bus stop will be further reviewed at Final PD review.

PROPOSED CONDITIONS

1. A Final PD shall be required prior to any development activities associated with the Master Site Plan by Litterick Landscape Architecture, dated 10/30/24.

2. The Final PD plan shall conform to the requirements of the City Code of

Ordinances and be subject to the general standards for approval of Planned Development Zoning.

3. The Final PD site plan submittal shall include a wetland jurisdictional survey.

4. Prior to issuance of any site clearing permit a Gopher Tortoise Survey shall be carried out on site.

5. A detailed stormwater and drainage plan and statement shall be submitted at the time of Final PD site plan application.

6. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

7. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.

8. The Final PD site plan shall include quantitative data for the parcel sizes; proposed lot coverage of buildings and structures; total amount of open space.

9. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.

10. The Final PD site plan shall contain the following information, at minimum:

i. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance.

ii. Proposed lot lines and other divisions of land for management, use or allocation purposes.

iii. The location, size and height of present and proposed buildings and structures.

iv. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.

v. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks along Edwards Road.

vi. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.

11. Any required sidewalk or roadway improvements to Edwards Road shall be identified through the Final PD site plan process.

12. Any required ROW donation shall be identified through the Final PD site plan process.

13. All other applicable state or federal permits be obtained before commencement of the development.

14. The 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 City of

Fort Pierce 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.

HEALTH, SAFETY and WELFARE

The Project shall perform in accordance with the requirements of the proposed Development Agreement in relation to public health, safety and welfare. Project provides the following:

A. Roadway Access: One primary access road off Edwards Road and an emergency-only access point also off Edwards Road.

B. Bus Stop: A school bus stop will be considered at Final PD.

C. Protection and Preservation of a Wetland.

RECOMMENDATION

Based on the review of the project, Compliance with the Comprehensive Plan and consideration of the impact upon the Health, Safety and Welfare of the public. Staff recommend that City Commission APPROVE the application for Master PD Site Plan subject to the fourteen (14) conditions of development listed below.

(The conditions incorporate the recommendations made by the Planning Board but have been reworded to take account of State regulations relating to Platting).

ALTERNATIVE RECOMMENDATIONS

Approve with Additional/Alternative Conditions.

Or

Disapprove.

ORDINANCE NO. 25-035

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE CITY'S ZONING ATLAS AND REZONING TWO (2) PARCELS GENERALLY LOCATED AT OR NEAR 4945 EDWARDS ROAD, CONTAINING APPROXIMATELY 17.58 ACRES OF LAND, MORE OR LESS, FROM AN EXISTING PLANNED UNIT DEVELOPMENT (PUD) AND MEDIUM DENSITY RESIDENTIAL (R-4) TO PLANNED DEVELOPMENT (PD);** APPROVING A MASTER PD SITE PLAN; 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 two (2) parcels generally located at or near 4945 Edwards Road, within the City of Fort Pierce, Florida, representing approximately 17.58 acres of land; and

WHEREAS, a map depicting the subject properties is attached hereto as Exhibit **"A"**; and

WHEREAS, the subject properties are presently designated as a Planned Unit Development (PUD) zoning (Parcel ID: 2430-244-0001-000-4) and Medium Density Residential (R-4) zoning (Parcel ID: 2430-243-0001-000-1); and

WHEREAS, the City commission approved Ordinance L-08 in 2008, to rezone one (1) parcel of the subject property (Parcel ID: 2430-244-0001-000-4) to a Planned Unit Development (PUD) zone; and

WHEREAS, the Applicant seeks a rezoning of the subject properties, generally located at or near 4945 Edwards Road to PD, Planned Development; 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.

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 parcels legally described in **Exhibit "A"** as:

PARCEL ID#
2430-244-0001-000-4
2430-243-0001-000-1

Containing 17.58 acres, more or less

Said properties being generally located at or near 4945 Edwards Road in Fort Pierce, Florida, shall be rezoned with the Zoning Designation hereby changed from Planned Unit Development (PUD) zoning and Medium Density Residential (R-4) zoning, respectively, to Planned Development (PD), as depicted on **Exhibit "B"**, and are made subject to the Master PD Site Plan depicted within **Exhibit "C"**, the Planned Development

Zoning Agreement within **Exhibit "D**", and the Special Conditions of Development within **Exhibit "E"**, all attached hereto and incorporated herein.

SECTION 3. The Planned Development Zoning Agreement at **Exhibit "D",** attached hereto and incorporated herein, is approved.

SECTION 4. This Ordinance does not create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

SECTION 5. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 7. This Ordinance shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.25-035 was duly advertised accordance with section 163.3187, Florida Statutes by display advertising 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 _____, 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:

_____
City Clerk

(City Seal)

EXHIBIT A

LEGAL DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OR THE SOUTH 1/2 OF SAID NORTHWEST 1/4 OF SECTION 30; THENCE RUN NORTH 89°02'18" EAST, ALONG THE NORTH LINE OF SAID SOUTH 1/2, A DISTANCE OF 2024.51 FEET, TO AN INTERSECTION WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, ALSO BEING THE NORTHERLY EXTENSION OF THE EAST LINE OF WESTGLEN,
A SUBDIVISION AS RECORDED IN PLAT BOOK 14, PAGE 51 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°34'45" WEST, ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 21.73 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF EDWARDS ROAD, AS LAID OUT AND NOW IS USE FOR THE POINT OF BEGINNING; THENCE RUN NORTH 88°43'09" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 60.02 FEET TO A POINT; THENCE SOUTH 00°19'48" WEST ALONG A LINE 50 FEET EAST OF AND PARALLEL TO THE EAST LINE OF TRACT "A" AND LOT 7 OF WESTGLEN SUBDIVSION, PLAT BOOK 14, PAGE 51, ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 394.11 FEET; THENCE NORTH 89°30'46" EAST ALONG A LINE 60 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF LOT 8 OF SAID WESTGLEN SUBDIVISION, A DISTANCE OF 259.73 FEET;
THENCE SOUTH 00°21'56" WEST ALONG A LINE 60 FEET EAST OF AND PARALLEL TO THE EAST LINE OF SAID WESTGLEN SUBDIVISION, A DISTANCE OF 247.76 FEET; TO THE NORTH LINE OF THE SE 1/4 OF THE SE 1/4 OF THE NW 1/4; THENCE RUN SOUTH 88°53'19" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 60.02 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID WESTGLEN SUBDIVISION; THENCE RUN NORTH 00°37'24" EAST
ALONG SAID EAST LINE OF WESTGLEN SUBDIVISION, A DISTANCE OF 188.33 FEET, TO THE NORTHERLY LINE OF LOT 8 OF SAID WESTGLEN SUBDIVISION; THENCE RUN SOUTH 89°22'14" WEST ALONG SAID NORTHERLY LINE OF SAID WESTGLEN SUBDIVISION, A DISTANCE OF 259.69 FEET, TO A POINT OF INTERSECTION WITH THE SAID WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALSO BEING THE EASTERLY LINE OF SAID WESTLGLEN SUBDIVISION;
THENCE RUN NORTH 00°34'45" WEST ALONG SAID WEST LINE 453.29 FEET TO A POINT OF INTERSECTION WITH SAID SOUTHERLY RIGHT OF WAY LINE OF EDWARDS ROAD AND THE POINT OF BEGINNING.
AND
THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 35 SOUTH, RANGE 40 EAST, EXCEPTING THEREFROM CANAL RIGHT OF WAY. SAID PROPERTY LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.
AND
THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, LESS WEST GLEN AS IN PLAT BOOK 14, PAGE 51, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALL LYING AND BEING IN SECTION 30, TOWNSHIP 35 SOUTH, RANGE 40 EAST.

EXHIBIT B

ZONING ATLAS MAP AMENDMENT



PARCEL ID#
2430-244-0001-000-4
2430-243-0001-000-1

EXHIBIT C

MASTER PD SITE PLAN

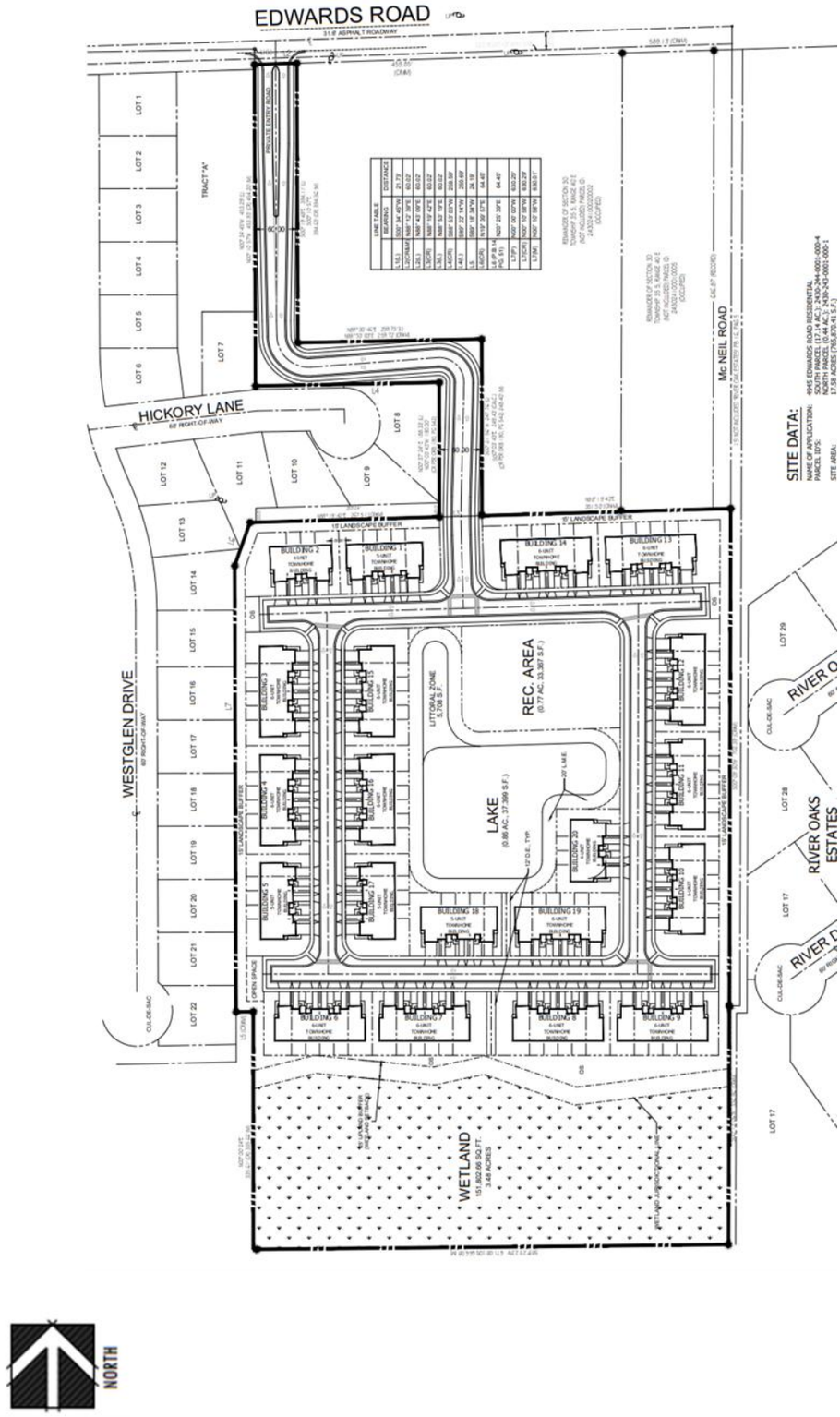


EXHIBIT D

DEVELOPMENT ZONING AGREEMENT

{to be attached}

EXHIBIT “E”

SPECIAL CONDITIONS OF DEVELOPMENT

1. A Final PD shall be required prior to any development activities associated with the Master Site Plan by Litterick Landscape Architecture, dated 10/30/24.

2. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.

3. The Final PD site plan submittal shall include a wetland jurisdictional survey.

4. Prior to issuance of any site clearing permit a Gopher Tortoise Survey shall be carried out on site.

5. A detailed stormwater and drainage plan and statement shall be submitted at the time of Final PD site plan application.

6. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.

7. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.

8. The Final PD site plan shall include quantitative data for the parcel sizes; proposed lot coverage of buildings and structures; total amount of open space.

9. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors

in title to any commitments concerning completion of the project and its maintenance and operation.

10. The Final PD site plan shall contain the following information, at minimum:

i. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance.

ii. Proposed lot lines and other divisions of land for management, use or allocation purposes.

iii. The location, size and height of present and proposed buildings and structures.

iv. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.

v. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks along Edwards Road.

vi. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.

11. Any required sidewalk or roadway improvements to Edwards Road shall be identified through the Final PD site plan process.

12. Any required ROW donation shall be identified through the Final PD site plan process.

13. All other applicable state or federal permits be obtained before commencement of the development.

14. The 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 City of Fort Pierce 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.

[blank space above line reserved for recording data]

SUNSET GARDENS PLANNED DEVELOPMENT MASTER (PD) ZONING DEVELOPMENT AGREEMENT

THIS PLANNED DEVELOPMENT MASTER (PD) ZONING DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this ____day of _____, 2025, (the "Effective Date") by and between **GOLDEN ARROW DEVELOPMENT, 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, the current Owner **GOLDEN ARROW DEVELOPMENT, LLC,** a Florida limited liability company, is the owner of certain real property within the city limits of Fort Pierce, Florida, more particularly described in the legal description attached hereto and incorporated herein as **Exhibit "A"** (the "Subject Property"); and

WHEREAS, the Owner intends to develop a Planned Development ("**PD**") to be known as "Sunset Gardens" consisting of a 112-unit townhome community with associated amenities at 4945 Edwards Road (the "Project"); and

WHEREAS, the Project is located to the north of 10-Mile Creek, south of Edwards Road and to the west of McNeil Road; and

WHEREAS, the project encompasses two (2) parcels, ID: 2430-244-0001-000-4 and ID: 2430-243-0001-000-1, comprising 17.58 Acres, more or less; and

WHEREAS, the City Commission approved Ordinance L-08 in 2008, to rezone one parcel (ID:

2430-244-0001-000-4) of the Subject Property to a Planned Unit Development (PUD) zone; 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; and

WHEREAS, this Agreement is meant to include the preliminary understanding and requirements of the Planned Development, subject to the Master PD approval; and

WHEREAS, an amendment to this Agreement shall be required with Final PD approval.

NOW, THEREFORE, the parties do hereby agree as follows:

A. LEGAL DESCRIPTION. This Agreement shall apply to the Subject Property, as described in **Exhibit "A"**.

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 "A"**.

C. TERM. The Term of this Agreement shall be two (2) years, during which an application for a Final Planned Development Site Plan shall be submitted and approved. Unless otherwise agreed upon by the parties in writing, this Agreement shall not be renewed automatically for successive terms.

D. DEVELOPMENT TIMELINE. The Development Timeline shall be determined at approval of Final Planned Development Site Plan.

E. DEVELOPMENT APPROVALS. The Owner agrees that this PD will be undertaken and carried out in accordance with the following:

1. The Master Site Plan approved by the City, a copy of which is attached hereto as **Exhibit "B"** and by reference made a part hereof (the "Master 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 "C"**, 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 Final Planned Development Site Plan approval.

F. PHASING AND PHASING REQUIREMENTS. The Development shall be constructed in one Phase.

G. PERMITTED USES; DENSITIES; INTENSITIES; HEIGHT; STANDARDS.

1. Development Standards: Pursuant to City Code Section 125-212(c), the Development Standards specified below shall govern the development of the Property.

i. Setbacks

Front	20 feet
Side Interior	10 feet
Side Corner	15 feet
Rear	15 feet

ii. Adopted Landscape Standards. The Project shall comply with all requirements of City Code Section 123-37(1) (Requirements for Plant Materials), City Code Section 123-37(11) (Installation of Landscaping), and City Code Section 123-37(12) (Maintenance of Landscaping).

iii. Tree Mitigation and Replacement Standards. The Project shall comply with the Fort Pierce Land Development Ordinances: Chapter 123, Article III (Tree Protection). In addition, the following criteria may be implemented in all common areas of the Project as a method (to be determined at Final Planned Development Site Plan), to receive credit inches for tree mitigation.

a. Planting trees above standard specification.
b. Creation of native habitat.
c. Enhanced stormwater treatment systems.
d. Minimizing sod areas to reduce watering needs, fertilizer and maintenance reduction in long term irrigation needs.
e. Native understory plantings.

H. PUBLIC HEALTH, SAFETY, AND WELFARE CONDITIONS The Project shall:

1. Incorporate a resilient living and working environment.
2. Protect 10-Mile creek through wetland set aside from additional development.
3. Protect the new community from potential Creek flooding during storms.
4. Utilize Efficient and Economical Land Use through appropriate design to protect adjacent residential uses.

I. PUBLIC FACILITIES. Owner shall incorporate details of the following, if required, at time of Final Planned Development Site Plan:

1. Connections to the Fort Pierce Water and Sewer Authority (FPUA) to provide water and sewer.
2. Road Infrastructure. Any required improvements to Edwards Road as the project connects.
3. Required improvements/connections to South Florida Water Management District (SFWMD) and North St. Lucie River Water Control District infrastructure.
4. Owner/Applicant shall liaise with the St. Lucie Public School District at time of Final Planned

Development Site Plan to assess provision of adequate bus facilities if required.

J. PUBLIC PURPOSE RESERVATIONS OR DEDICATIONS.The Final Planned Development Site Plan shall incorporate all required reservations and/or dedications.

K. DEVELOPMENT PERMITS

1. All required development permits and approvals shall be obtained before commencing Final Planned Development Site plan 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. CONCURRENCY. Owner will be required to demonstrate compliance with the requirements of City Code Section 105-6 through the approval of a Final PD.

M. COMPREHENSIVE PLAN. The Development, as proposed, is consistent with the City's comprehensive plan and land development regulations.

N. FAILURE TO ADDRESS REQUIREMENTS. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with any law, ordinance, rule, regulation, or legal requirement governing said permitting requirements,

conditions, term, or restriction.

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 Sunset Gardens 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: GOLDEN ARROW DEVELOPMENT, LLC
4512 N Flagler DR Ste 206
West Palm Beach, FL 33407
Attn: Erdem Altinok

CITY: City Manager
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

With required copy to:
City Attorney
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the 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. Provided, however, collateral assignment to a lender shall still require prior Notice to the City.

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.

DD. AMENDMENT WITH FINAL PD APPROVAL. The parties agree this is a preliminary understanding of the Development and that upon Final PD approval, the terms of this Agreement must be reconsidered. With Final PD approval, Owner agrees and acknowledges that terms contained in this Agreement shall be amended and updated to provide more specific deliverables with respect to the Development. Further, Owner agrees and acknowledges that this Agreement may not encompass all terms that may be required by the City for Final PD approval.

(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:
GOLDEN ARROW DEVELOPMENT, 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 **GOLDEN ARROW DEVELOPMENT, 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 A
LEGAL DESCRIPTION OF THE PROPERTY

COMMENCE AT THE NORTHWEST CORNER OR THE SOUTH 1/2 OF SAID NORTHWEST 1/4 OF SECTION 30; THENCE RUN NORTH 89°02'18" EAST, ALONG THE NORTH LINE OF SAID SOUTH 1/2, A DISTANCE OF 2024.51 FEET, TO AN INTERSECTION WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, ALSO BEING THE NORTHERLY EXTENSION OF THE EAST LINE OF WESTGLEN,
A SUBDIVISION AS RECORDED IN PLAT BOOK 14, PAGE 51 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°34'45" WEST, ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 21.73 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF EDWARDS ROAD, AS LAID OUT AND NOW IS USE FOR THE POINT OF BEGINNING; THENCE RUN NORTH 88°43'09" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 60.02 FEET TO A POINT; THENCE SOUTH 00°19'48" WEST ALONG A LINE 50 FEET EAST OF AND PARALLEL TO THE EAST LINE OF TRACT "A" AND LOT 7 OF WESTGLEN SUBDIVSION, PLAT BOOK 14, PAGE 51, ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 394.11 FEET; THENCE NORTH 89°30'46" EAST ALONG A LINE 60 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF LOT 8 OF SAID WESTGLEN SUBDIVISION, A DISTANCE OF 259.73 FEET;
THENCE SOUTH 00°21'56" WEST ALONG A LINE 60 FEET EAST OF AND PARALLEL TO THE EAST LINE OF SAID WESTGLEN SUBDIVISION, A DISTANCE OF 247.76 FEET; TO THE NORTH LINE OF THE SE 1/4 OF THE SE 1/4 OF THE NW 1/4; THENCE RUN SOUTH 88°53'19" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 60.02 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID WESTGLEN SUBDIVISION; THENCE RUN NORTH 00°37'24" EAST
ALONG SAID EAST LINE OF WESTGLEN SUBDIVISION, A DISTANCE OF 188.33 FEET, TO THE NORTHERLY LINE OF LOT 8 OF SAID WESTGLEN SUBDIVISION; THENCE RUN SOUTH 89°22'14" WEST ALONG SAID NORTHERLY LINE OF SAID WESTGLEN SUBDIVISION, A DISTANCE OF 259.69 FEET, TO A POINT OF INTERSECTION WITH THE SAID WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALSO BEING THE EASTERLY LINE OF SAID WESTLGLEN SUBDIVISION;
THENCE RUN NORTH 00°34'45" WEST ALONG SAID WEST LINE 453.29 FEET TO A POINT OF INTERSECTION WITH SAID SOUTHERLY RIGHT OF WAY LINE OF EDWARDS ROAD AND THE POINT OF BEGINNING.
AND
THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 35 SOUTH, RANGE 40 EAST, EXCEPTING THEREFROM CANAL RIGHT OF WAY. SAID PROPERTY LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.
AND
THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, LESS WEST GLEN AS IN PLAT BOOK 14, PAGE 51, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALL LYING AND BEING IN SECTION 30, TOWNSHIP 35 SOUTH, RANGE 40 EAST.

EXHIBIT B
MASTER PD SITE PLAN

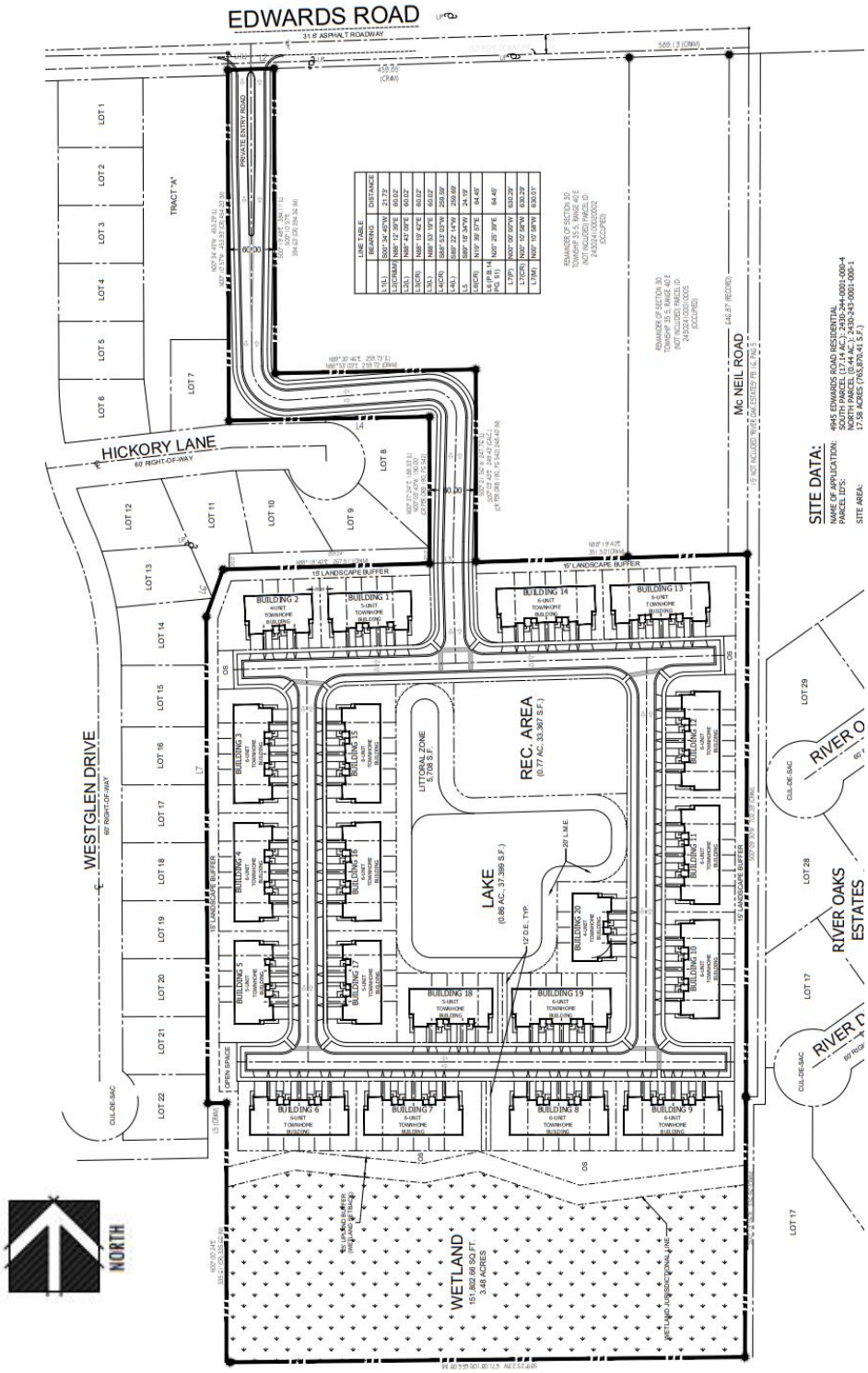


EXHIBIT C
SPECIAL CONDITIONS OF DEVELOPMENT

1. A Final PD shall be required prior to any development activities associated with the Master Site Plan by Litterick Landscape Architecture,, dated 10/30/24 .
2. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.
3. The Final PD site plan submittal shall include a wetland jurisdictional survey.
4. Prior to issuance of any site clearing permit a Gopher Tortoise Survey shall be carried out on site.
5. A detailed stormwater and drainage plan and statement shall be submitted at the time of Final PD site plan application.
6. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.
7. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.
8. The Final PD site plan shall include quantitative data for the parcel sizes; proposed lot coverage of buildings and structures; total amount of open space.
9. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its

maintenance and operation.

10. The Final PD site plan shall contain the following information, at minimum:
    i. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance.
    ii. Proposed lot lines and other divisions of land for management, use or allocation purposes.
    iii. The location, size and height of present and proposed buildings and structures.
    iv. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
    v. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks along Edwards Road.
    vi. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.
11. Any required sidewalk or roadway improvements to Edwards Road shall be identified through the Final PD site plan process.
12. Any required ROW donation shall be identified through the Final PD site plan process.
13. All other applicable state or federal permits be obtained before commencement of the development.
14. The 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 City of Fort Pierce 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.

DISTRICT PLANNING GROUP

PROJECT NARRATIVE

Sunset Gardens Townhome Planned Development

Table of Contents

Summary ***2***

Sunset Gardens Master Plan ***3***

Planned Development Statement of Benefits ***4***

Subject Property Existing Conditions *6*

Proposed Zoning Atlas Map Consistency *6*

Consistency with Existing Character ***8***

Proposed Planned Development Standards ***10***

Summary

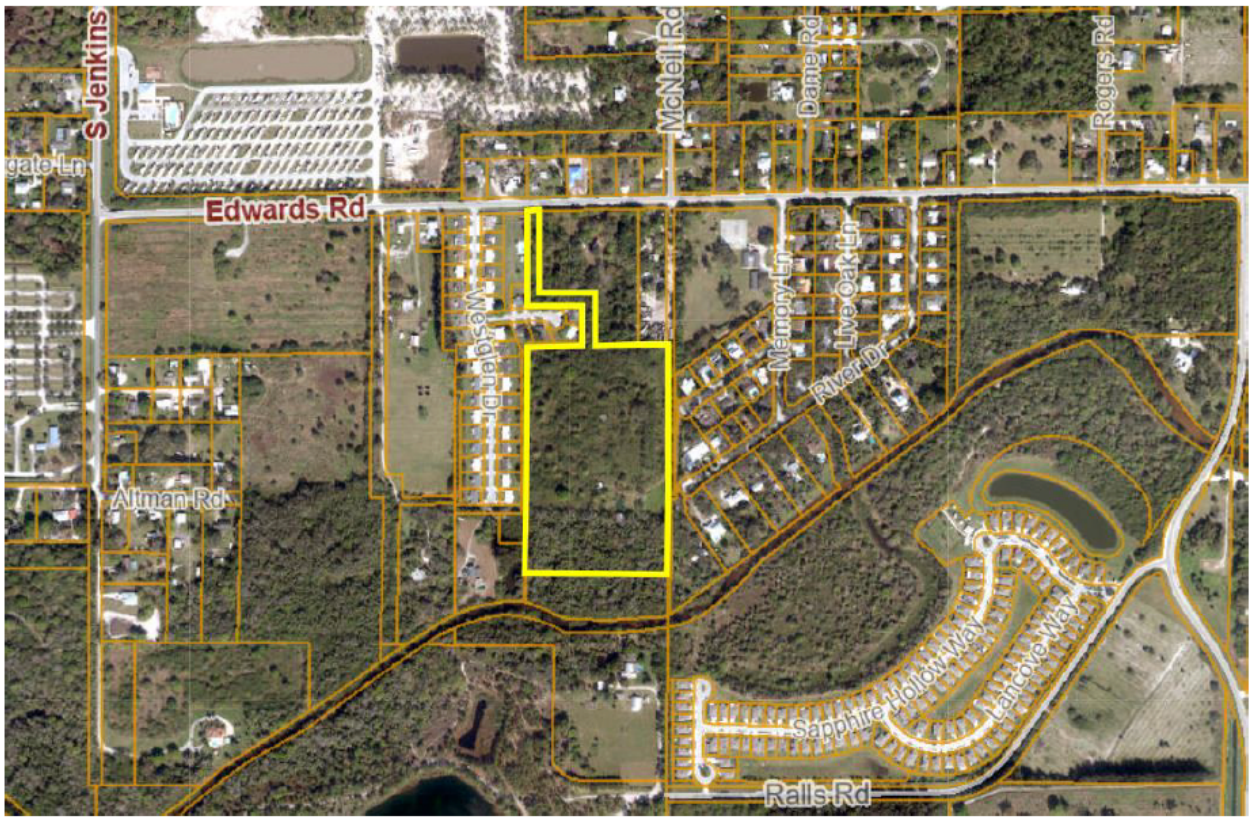
Golden Arrow Development LLC is proposing a Planned Development (PD) consisting of 112-unit Townhouse units with associated amenities at 4945 Edwards Road. The site was previously approved in 2008 as Orange Gardens, a 40-unit single-family development that has expired. At that time, the site consisted of 17.14 acres as it did not include the linear parcel extending the length of the property to the west.

The current application consists of 17.58 acres +/-, including the linear parcel, which consists of 0.44 acres. The primary parcel has a Future Land Use designation of Low-Density Residential (RL), 1-6.5 du/acre, with a PD (expired) zoning classification. The linear parcel has a Future Land Use designation of High-Density Residential (RH), 12-18 du/acre, with a compatible zoning designation of Medium Density Residential (R-4).

The proposed Master Plan development scenario calls for 20 townhouse buildings that allow for a mix of 4 to 8 townhouse units per building. The density proposed is 6.37 dwelling units per acre. The maximum density permitted is 6.5 dwelling units per acre. Therefore, this development proposal is a decrease in density. The amenities include lake vistas, preservation of on-site wetlands, recreational facilities, private patios, and a sidewalk network that interconnects the community.

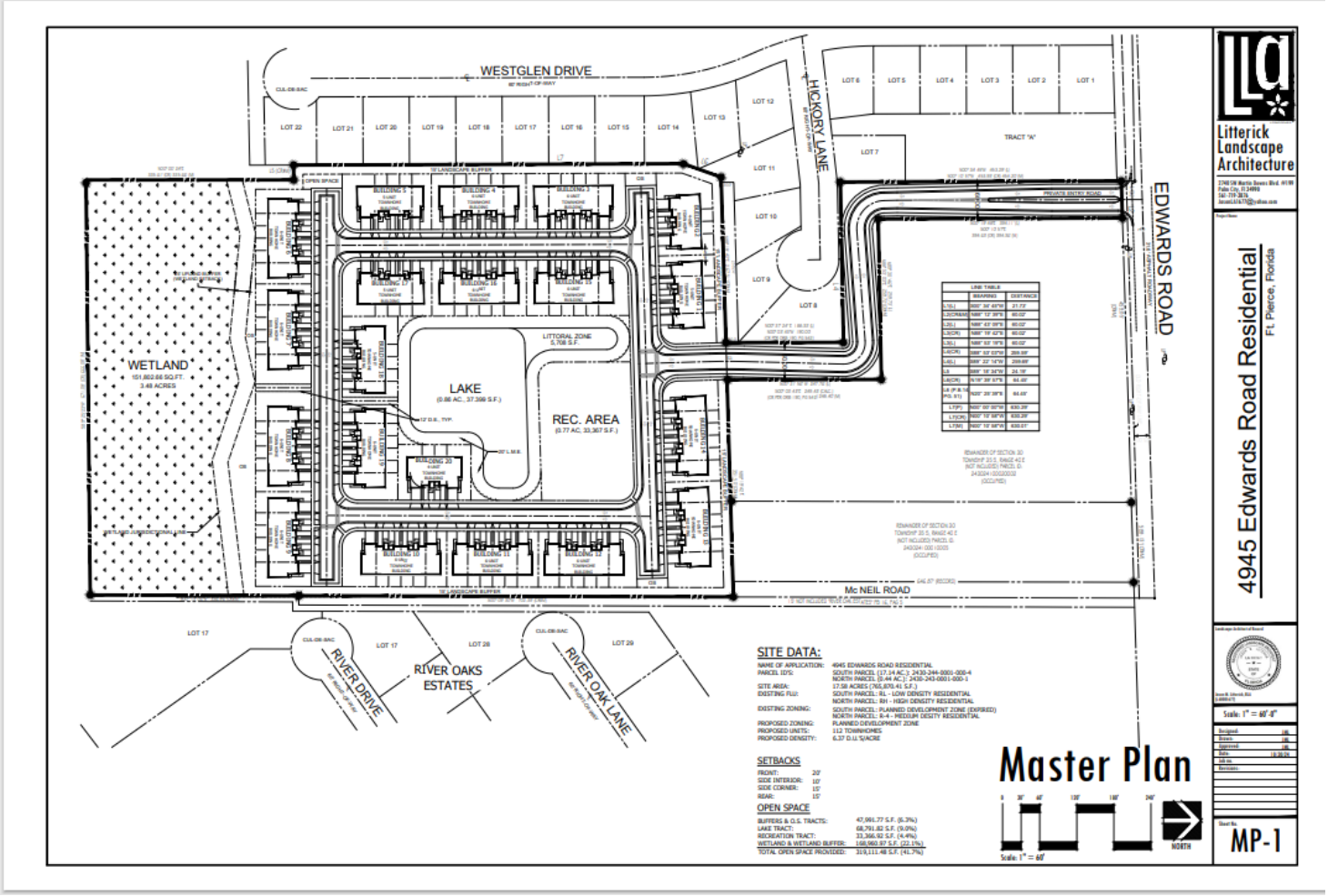
LOCATION MAP

4945 EDWARDS ROAD



Sunset Gardens Master Plan

The preliminary Master Plan prepared by Jason Litterick, PLA, Litterick Landscape Architecture, LLC is shown below. The Master Plan calls for 20 townhouse buildings that allow for a mix of 4 to 8 townhouse units per building for a total of 112 dwelling units per a density of 6.37 dwelling units per acre. The meandering entrance road will create a sense of seclusion and calm as residents approach their community. The amenities include lake vistas, recreational facilities, interconnected pedestrian walkways, individual



patios and a large wetland preservation area that mitigates low lying areas closer to 10-Mile Creek.

Recreational amenities on site will include a cabana pool, integrated walking trails and sidewalks, visitor parking and a centralized mail kiosk at the community recreation center.

The benefits of the Meritage PD are both communitywide and for individual unit occupants. All units face the central community amenities, that include a community pool, cabanas, a lake, and a meandering walking path with lake vistas. The entire community will be interconnected with a sidewalk system, convenient parking and mail delivery. The Meritage PD has been designed with appreciation for the natural old Florida environment by preserving an abundance of natural undisturbed and protective natural habitat. The landscape plan will also incorporate most of its vegetation with native plant material. The townhouse units are spacious and will consist of 4, 5, and 6-unit buildings allowing for more end units. Each unit will offer personal outside living space with the addition of lanais and front porches. The proposed Meritage PD master plan will bring residents together and celebrate a sense of place that everyone can call home.

Planned Development Statement of Benefits

The City of Fort Pierce Planned Development Code (Section 125-212 (a)) outlines the purpose of the Planned Development zoning district:

> *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.*

Pulte Cornerstone Planned Development is consistent with the Purpose of the Planned Development District as follows:

1. Resilient Living and Working Environment
    a. While close to 10-Mile Creek, a generous wetland set aside helps protect the Creek from potential development impacts, while protecting the new community from potential Creek flooding during storms.
2. Enlightened and Imaginative Approaches to Community Planning
    a. Setting aside a significant portion of the site for wetland and flood mitigation creates design challenges for site development. This site plan clusters development around a central amenity center, encouraging community interaction and socialization.
3. Enlightened and Imaginative Approaches to Stormwater Infrastructure
    a. The central lake amenity will be designed with an integrated walking trail to leverage the stormwater into a community amenity. Dry detention on site will be improved with water cleansing bioswale and raingarden design.
4. Enlightened and Imaginative Approaches to Property Design
    a. While the site is oddly shaped and impacted by a wetland and floodplain area, the plan has been designed to turn these potential challenges into amenities. The curving entrance road will create a sense of serenity and seclusion, and the centralized development area has been designed to encourage community connections.
5. Variety of Natural Features and Scenic Areas
    a. The preserved wetland doubles as a floodplain management area and buffer to the environmentally sensitive 10-Mile Creek. The central lake feature creates vistas for both the townhomes facing it and the recreation center.
6. Efficient and Economical Land Use
    a. The site's constraints require design with an eye toward efficient land use, bordered by a narrow, winding entrance road and a large wetland. The plan proposes an efficient design of townhomes in the centralized area bordered by the wetland.
7. Improved Amenities
    a. Amenities include a cabana pool connected to pedestrian facilities throughout the site. A mail kiosk will be provided at the recreational amenity center.

8. Protection of Adjacent Uses (Existing and Future)
    a. This townhome community will be an orderly transition of residential intensity between the duplex development to the west and the larger lot residential single family development to the west.

Subject Property Existing Conditions

Future Land Use and Zoning

TABLE 1
Project Description

	Parcel 1 2430-244-0001-000-4	**Parcel 2** 2430-243-0001-000-1
ACREAGE	17.14	0.44
ADDRESS	4945 Edwards Road	TBD
JURISDICTION	City of Fort Pierce	City of Fort Pierce
FUTURE LAND USE	Low-Density Residential (RL)	High-Density Residential (RH)
ZONING DISTRICT	Expired Planned Development (PD)	Medium Density Residential (R-4)

Proposed Zoning Atlas Map Consistency

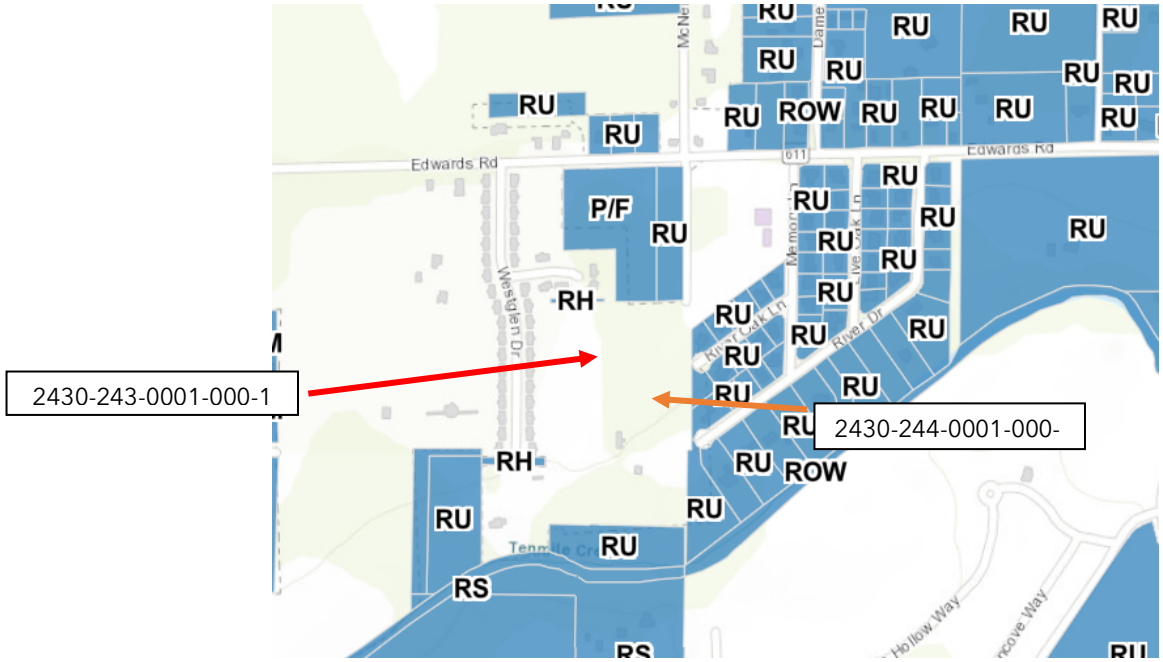
In consideration of the appropriate Future Land Use and Zoning for the site, a review of compatibility of the surrounding land uses was necessary. Table 2 provides the Future Land Use and Zoning and current uses of those properties.

Table 2
Site and Surrounding Land Uses

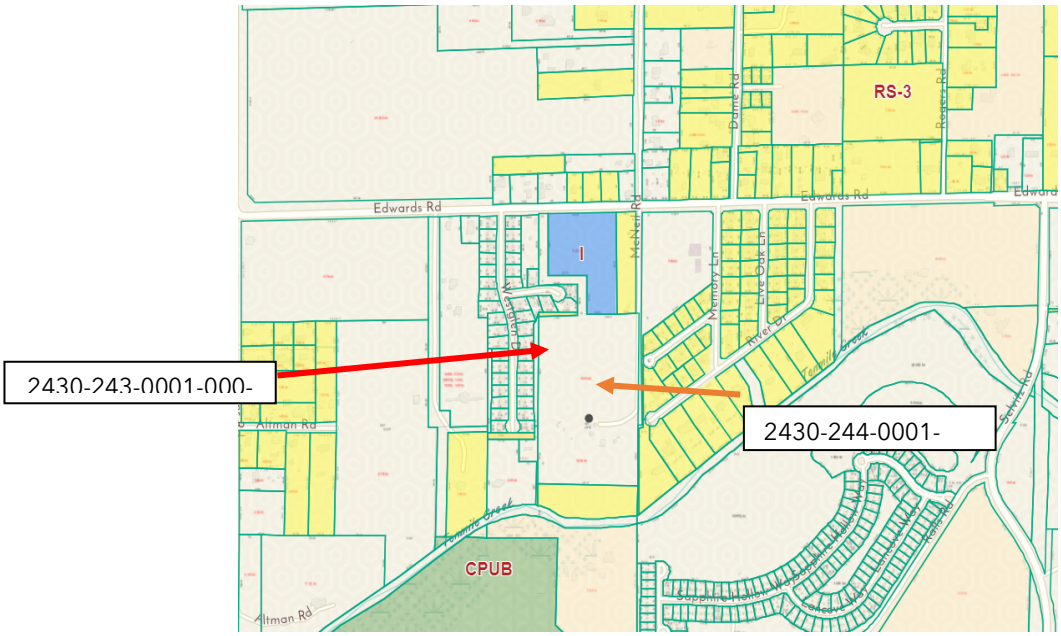
	Site	**North**	**South**	**East**	**West**
Future Land Use	City of Fort Pierce High Density Residential 18 dwelling units per acre (RH) and Low-Density Residential 6 ½ dwelling units per acre (RL)	SLC- Public Facilities (PT) and Residential Urban 5 units per acre (RU)	SLC- Residential Urban (RU)	SLC- Residential Urban (RU)	City of Fort Pierce Residential High (RH)
Zoning	City of Fort Pierce Expired Planned Development (PD) and Residential Medium (R-4)	SLC- Institutional (I)	SLC - Residential- Single Family 3 dwelling units per acre (RS-3)	SLC – (R-3)	City of Fort Pierce (R-4)
Current Use	Vacant with only one structure present	SLC- Vacant	SLC - vacant, wetlands	SLC- River Oaks Estates	City of Fort Pierce West Glen Subdivision

In consideration of the appropriate Future Land Use and Zoning for the site, a review of the compatibility of the surrounding land uses was necessary. Shown on Maps 4 and 5 are the Future Land Use and Zoning Maps for the surrounding properties. As displayed, the subject property is surrounded by land within St. Lucie County (SLC) jurisdiction. Table 2 states the Future Land Use, Zoning, and current uses for the surrounding areas.

Map 4
SLC Future Land Use Map



Map 5
SLC - Zoning Map



Consistency with Existing Character

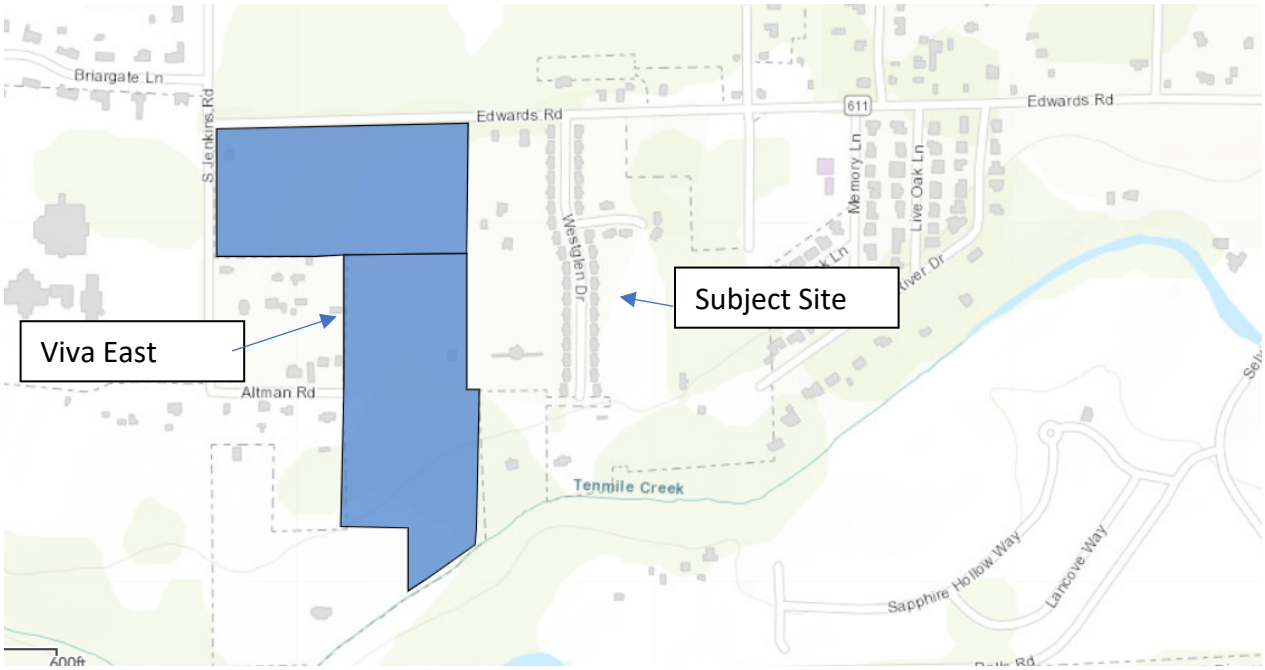
Previously Approved Plan And Currently Approved Surrounding Development Projects

The subject site was previously approved as a PD in 2009 to construct a 40-unit single-family development which required a rezoning from Single Family Low Density (R-1) to PD. The development program did not include the 0.44 parcel located more specifically at 2430-243-0001-000-1. Please see link to the previous approval below.

1953_3862_City Clerk File (1).pdf

The PD approval has expired as demonstrated by the current development approvals provided on the City of Fort Pierce website shown on Map 6 below. Only currently approved development approvals are reflected in Map 6.

Map 6
Approved Development Proposals in the City of Fort Pierce



Viva East – Site Plan – 5315 Edwards Rd. & 5496 Altman Rd.

Viva East is an application for a Site Plan (Development and Design Review) for a 206-unit rental community located at 5315 Edwards Road and 5496 Altman Road, approximately 750' to the west of the project site on the south side of Edwards Road. The proposed development has a Future Land Use designation of Medium Density Residential (RM) with a Zoning classification of Medium Density Residential (R-4). The community is proposed for one-bedroom, two-bedroom, and three-bedroom duplexes. The site shares amenities with Viva West including a fitness center, business lodge, community room, catering kitchen, pet spa, outdoor grilling areas, and additional associated amenities. The Viva East Site Plan preserves an 8.20-acre wetland, consisting of 2.25 acres of freshwater marsh and 5.95 acres of riverine

swamp. Combined the preservation area provides an additional 2.5 acres of upland ecosystems adjacent to those wetlands as a buffer. The 10.7 acres of wetlands and buffer will be preserved through a conservation easement.

ELEVATIONS



Proposed Planned Development Standards

Setbacks (Min)	
Front	20
Side Interior	10
Side Corner	15
Rear	15

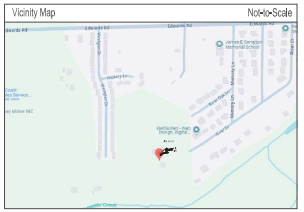
Page 1 of 1

Aerial Photograph
May not show latest improvements. Not-to-scale.



SCALE: 1"=100'

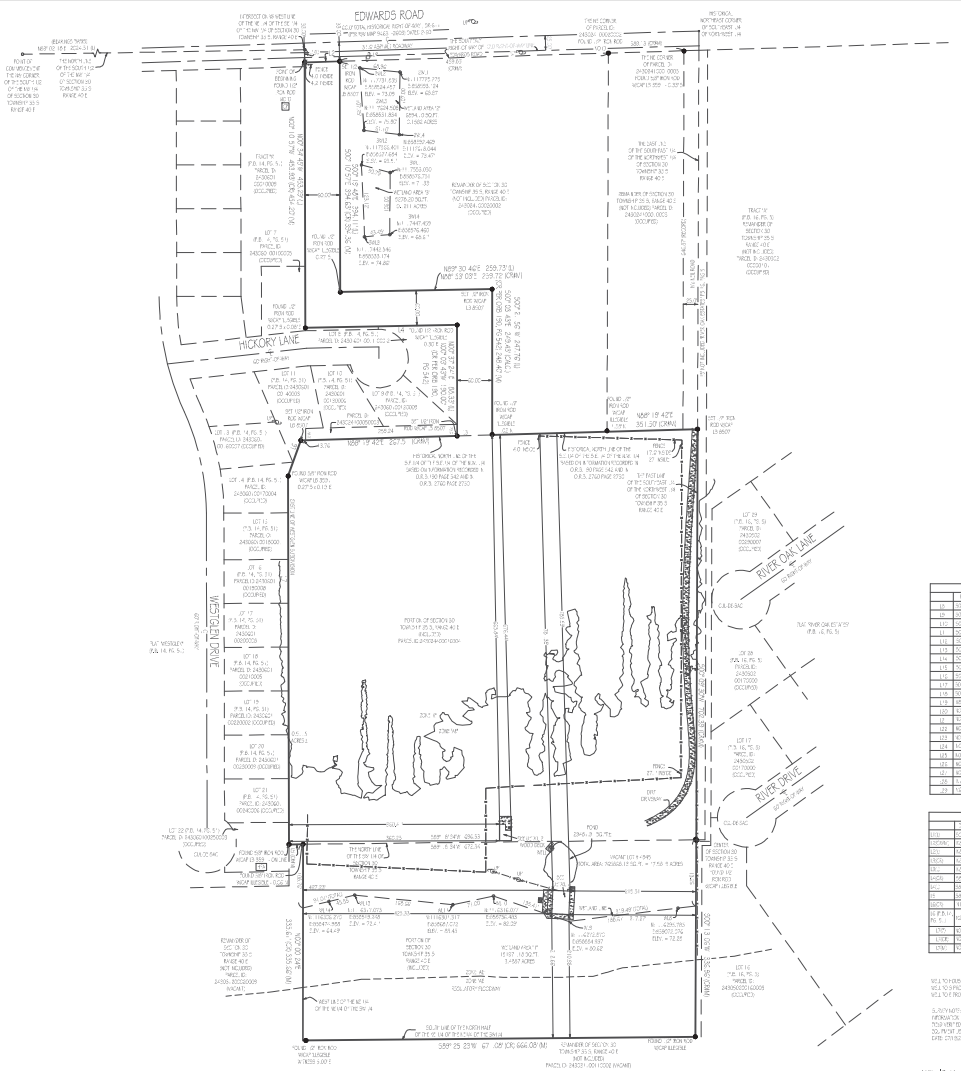
Vicinity Map Not-to-Scale



ALTA/NSPS LAND TITLE BOUNDARY SURVEY

ALL BOUNDARY MONUMENTS SHOWN HEREON HAVE BEEN COMPUTED TO MEET OR EXCEED A 95% CONFIDENCE LEVEL WITH REGARD TO RELATIVE POSITIONAL PRECISION

4945 & XXX EDWARDS ROAD, FORT PIERCE, FLORIDA 34981



SCHEDULE B, PART II EXCEPTIONS	COMMENTS
1	DOES NOT AFFECT/IMPACT SUBJECT PROPERTY. NOTE: NOT A SURVEY MATTER. (NSA)(SH) • NOT A SURVEY MATTER HEREON
2	AFFECTS "EASEMENT AS CONTAINED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 1, PAGE 11, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA." NOTE: NOT A SURVEY MATTER HEREON. • NOT A SURVEY MATTER HEREON
3	EASEMENT IN "FAVOR OF FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA AS SET FORTH IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 1417, PAGE 1125. • AFFECTS AS SHOWN • (P AND)
4	AGREEMENT REGARDING ANY "RIGHT TO THE CENTERLINE OF THE HIGHLAND DITCH, THE FACILITY TO BE REMOVED, THESE POLICY OR THE POLICY" WHEN RECORDED IN O.R. BOOK 1417, PAGE 1125, PUBLIC RECORDS. AFFECTED BY REVISION OF A PLACE OF ACCESS TO AND FROM THE LAND. • AFFECTS AS SHOWN • (T AND)
5	VIOLATION UNDER CODE NUMBER 2CA-2017 WITH THE CITY OF FORT PIERCE CODE ENFORCEMENT AS RECORDED IN THE NOTICE OF VIOLATION BUILDING, AFFIDAVIT, AFFIDAVIT OF NON-COMPLIANCE AND ORDER AS RECORDED IN OFFICIAL RECORDS BOOK 4466, PAGE 2476. • (NOT A BLANKET MATTER HEREON)
6	THE FOLLOWING STATE OF FACTS AS DISCLOSED BY SURVEY PREPARED BY CALDWELL & WESLEY, INC., ORDER NO. 4/4, DATED DECEMBER 18, 2023: a) FENCES OF SAID BOUNDS PROPERTY BOUNDARY LINES TO THE NORTH, WEST, AND SOUTH b) DRAINAGE AND UTILITY EASEMENTS LOCATED WITHIN PROPERTY, AS SHOWN c) WOODEN POWER POLES LOCATED NEAR SOUTH TIER OF PROPERTY LINES d) IMPROVED ROAD OR DRIVEWAY ACROSS THE NORTH "50' EASEMENT" ROADWAY LINE • (DOCUMENTS NOT PROVIDED)
7	NOTE: ALL RECORDING REFERENCES IN "AS-FROM DATA, 50 SR 70 TO PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED. • (AFFECTS AS SHOWN • (F AND)

LEGEND

⚠ DENOTES EXCEPTION NUMBER, IF IT EFFECTS AND IS PLOTTABLE.

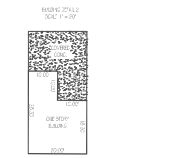
Survey Related Information

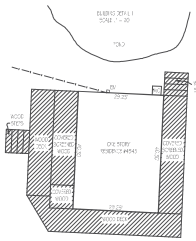
LEGAL DESCRIPTION:
COMMENCE AT THE NORTHWEST CORNER OR THE SOUTH 1/2 OF SAID NORTHWEST 1/4 OF SECTION 30; THENCE RUN NORTH 89°32'18" EAST, ALONG THE NORTH LINE OF SAID SOUTH 1/2, A DISTANCE OF 2024.51 FEET, TO AN INTERSECTION WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, ALSO BEING THE NORTHERLY EXTENSION OF THE EAST LINE OF WESTGLEN,
A SUBDIVISION AS RECORDED IN PLAT BOOK 14, PAGE 51 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°34'45" WEST, ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 21.73 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF EDWARDS ROAD, AS LAID OUT AND NOW IN USE FOR THE POINT OF BEGINNING; THENCE RUN NORTH 89°43'09" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 89.22 FEET TO A POINT; THENCE SOUTH 00°16'48" WEST ALONG A LINE 50 FEET EAST OF AND PARALLEL TO THE EAST LINE OF TRACT "A" AND LOT 7 OF WESTGLEN SUBDIVISION, PLAT BOOK 14, PAGE 51, ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 594.11 FEET; THENCE NORTH 89°36'46" EAST ALONG A LINE 60 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF LOT 8 OF SAID WESTGLEN SUBDIVISION, A DISTANCE OF 259.73 FEET; THENCE SOUTH 00°21'58" WEST ALONG A LINE 60 FEET EAST OF AND PARALLEL TO THE EAST LINE OF SAID WESTGLEN SUBDIVISION, A DISTANCE OF 247.76 FEET; TO THE NORTH LINE OF THE SE 1/4 OF THE SE 1/4 OF THE NW 1/4; THENCE RUN SOUTH 88°53'19" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 60.22 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID WESTGLEN SUBDIVISION; THENCE RUN NORTH 00°37'24" EAST
ALONG SAID EAST LINE OF WESTGLEN SUBDIVISION, A DISTANCE OF 188.33 FEET, TO THE NORTHERLY LINE OF LOT 8 OF SAID WESTGLEN SUBDIVISION; THENCE RUN SOUTH 89°22'14" WEST ALONG SAID NORTHERLY LINE OF SAID WESTGLEN SUBDIVISION, A DISTANCE OF 259.69 FEET, TO A POINT OF INTERSECTION WITH THE SAID WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALSO BEING THE EASTERLY LINE OF SAID WESTGLEN SUBDIVISION;
THENCE RUN NORTH 00°34'45" WEST ALONG SAID WEST LINE 465.29 FEET TO A POINT OF INTERSECTION WITH SAID SOUTHERLY RIGHT OF WAY LINE OF EDWARDS ROAD AND THE POINT OF BEGINNING.
AND
THE SOUTHEAST 1/4 OF THE SOUTH-EAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 35 SOUTH, RANGE 40 EAST, EXCEPTING THEREFROM CANAL RIGHT OF WAY, SAID PROPERTY LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.
AND
THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTH-WEST 1/4, LESS WEST GLEN AS IN PLAT BOOK 14, PAGE 51, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALL LYING AND BEING IN SECTION 30, TOWNSHIP 35 SOUTH, RANGE 40 EAST.

THIS SURVEY DESCRIBES AND DEPICTS THE SAME LAND AS DESCRIBED IN THE TITLE COMMITMENT AS REFERENCED ABOVE,

INVOICE NUMBER 187981-SE

COMMUNITY NUMBER : 120286





Platted Easements, Notable or Adverse Conditions (unplatted easements also listed if provided by client):

IF APPLICABLE, RECIPIENTS OF THIS SURVEY SHOULD REVIEW THE POSITION OF ANY FENCE LINES SHOWN HEREON AND THEIR RELATIONSHIP TO THE BOUNDARY LINE

- NO NOTABLE CONDITIONS FOUND.

Surveyor Observed Possible Encroachments

"CP" = CONTROLLING POINT (POINT OF ROTATION) "HELD" = HELD FOR ALIGNMENT ALL OTHER MONUMENTATION AND IMPROVEMENTS RELATIVE THERETO

3 Flood Information

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN ZONE "X" & "AE" (BFE = 12.0' (NAVD 88) AS SHOWN ON THE FLOOD INSURANCE RAY COMMUNITY PANEL NO. 12111C0781H AND 12111C0791H, WHICH BEARS AN EFFECTIVE DATE OF 02/18/2015, ZONE "X" DENOTES AREAS SUBJECT TO 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE, ZONE "AE" IS A SPECIAL FLOOD HAZARD AREA. THIS AREA CAN BE INUNDATED BY A FLOOD EVENT HAVING A 1-PERCENT CHANCE OF BEING EQUALED OR EXCEEDED IN ANY GIVEN YEAR. NO FIELD SURVEY WAS PERFORMED TO DETERMINE THESE ZONES.

7 Surveyors Certificate

CERTIFIED TO:
GOLDEN ARROW DEVELOPMENT LLC

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 4, 5, 6b, 7(a), 7(b), 7(c), 8, 9, 10(a), 11(a), 13, 14, & 16, of Table A thereto. The field work was completed on 10/4/2024.

Date of Plat or Map: 10/10/2024

Digitally signed by Pablo A Alvarez
Date: 2024.10.16 10:38:16 -04'00'

SIGNED DATE: 10/16/2024
PABLO A. ALVAREZ PROFESSIONAL SURVEYOR AND MAPPER * FLORIDA REGISTRATION No. 7216 * NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER SHOWN ABOVE.

4 Land Area

7,859,674± SQUARE FEET 17.8819± ACRES

6Dlig Surveyor's Notes

1. THIS SURVEY IS BASED UPON RECORD INFORMATION PROVIDED BY CLIENT. NO SPECIFIC SEARCH OF THE PUBLIC RECORD HAS BEEN MADE BY THIS OFFICE UNLESS OTHERWISE NOTED. PURPOSES, RECIPIENTS MUST CONTACT OUR OFFICE FOR APPROVAL PRIOR TO OUOS USE. LANDTEC SURVEYING ASSUMES NO RESPONSIBILITIES FOR ENTITIES RESULTING FROM FAILURE TO ADHERE TO THIS CLAUSES.
2. ANY FENCES SHOWN HEREON ARE ILLUSTRATIVE OF THE GENERAL POSITION ONLY. EXTENT IS SHOWN ARE TO GENERAL CENTERLINES OF FENCES. THE OFFICE IS NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL OF OR CHANGES MADE TO ANY FENCES UNLESS WE WERE PROVIDED A SURVEY STAKED ACTUALLY LOCATING SAID FENCES FOR SUCH PURPOSES. DETERMINATION OF FENCE POSITIONS SHOULD BE BASED SOLELY ON THEIR PHYSICAL RELATIONSHIP TO THE MONUMENTED BOUNDARY LINES.
3. UNKNOWN OR PRESUMED EASEMENTS MAY HAVE BEEN ENCROACHED TO MORE CLEARLY ILLUSTRATE ENCROACHED RELATIONSHIPS. DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED POSITIONS.
4. UNDERGROUND IMPROVEMENTS MAY NOT HAVE BEEN LOCATED EXCEPT AS SPECIFICALLY SHOWN.
5. ELEVATIONS ARE BASED UPON NATIONAL GEODETIC VERTICAL DATUM (NGVD), 1929 OR NORTH AMERICAN VERTICAL DATUM (NAVD), 1988 AS SHOWN HEREON.
6. ALL BOUNDARY AND CONTROL DIMENSIONS SHOWN ARE TRUE DISTANCES AND CORRESPOND TO RECORD INFORMATION UNLESS SPECIFICALLY NOTED OTHERWISE.
7. ANY CORNERS SHOWN AS "SET" HAVE EITHER BEEN SET ON THE DATE OF FIELD WORK OR WILL BE SET WITHIN 21 BUSINESS WEEKS OF SAID DATE AND ARE IDENTIFIED WITH A CAP MARKED LB LICENSED BUSINESS #6957.

5F Cemetery Note

THERE ARE NO VISIBLE EVIDENCE OF CEMETERIES ON THE SUBJECT PROPERTY.

5Bii Access to Property

THE SUBJECT PROPERTY HAS DIRECT AND PHYSICAL ACCESS TO EDWARDS ROAD A DEDICATED PUBLIC STREET OR HIGHWAY AS SHOWN HEREON.

6Biv Bearing Basis

NORTH LINE OF THE SOUTH 1/2 OF THE NW 1/4 OF SECTION 30, TOWNSHIP 35 SOUTH, RANGE 40 EAST RECORDED AS N 89°32'18" E AS REFERENCED IN SUBJECT PROPERTY LEGAL DESCRIPTION, ALL BEARINGS SHOWN HEREON REFERENCED THERETO.

6Bvii Contiguity Statement

THE PARCEL CONTAINED IN THE LEGAL DESCRIPTION ARE CONTIGUOUS WITHOUT ANY GAPS, GORES OR OVERLAPS UNLESS SHOWN HEREON.

6Cvii Platted Setback or Recorded Building Restriction Lines

NONE PROVIDED TO THE SURVEYOR.

16 Earth Moving Note

NO OBSERVABLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITION WITHIN RECENT MONTHS.

Symbols (Some items in legend may not appear on drawing - Not to Scale)

- UTILITY POLE
- LIGHT POLE
- CATCH BASIN
- TREE/HORMANT
- MANHOLE
- WATER VALVE
- MW = WATER METER
- WELL
- CENTERLINE
- "PARTY" WALL
- AIR CONDITIONER
- SEPTIC LID
- ELEV. SHOT
- HANDICAP SPACES
- SEC. CORN. CORNER
- SECTION CORNER

Line types

- BOUNDARY
- BUILDING
- EASEMENT
- WIRE FENCE
- WOOD FENCE
- PLASTIC FENCE
- OVERHEAD CABLE

Abbreviation Legend (Some items in legend may not appear on drawing)

- A OR ∆ = ARC LENGTH
- C/O = CLEANOUT
- CA = CENTRAL ANGLE
- CATV = CABLE TV BOX
- CF = CALCULATED FROM FIELD
- CH = CHORD DISTANCE
- CONC. = CONCRETE
- CR = CALCULATED FROM RECORD
- D = DRAINAGE EASEMENT
- DBH = DIAMETER AT BREAST HEIGHT
- EL OR ELEV = ELEVATION
- EM = ELECTRIC METER
- F.F.E. = FINISHED FLOOR ELEV.
- FIR = FOUND IRON ROD
- FN = FOUND NAIL
- FND = FOUND
- G.F.E. = GARAGE FINISHED FLOOR
- L = LEGAL DESCRIPTION
- M = MEASURED
- CHB = OVERHEAD CABLE
- P = PLAT
- PC = POINT OF CURVATURE
- PCC = POINT OF COMPOUND CURVATURE
- PI = POOL HEATER
- PL = PAVER/CABLEON
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- PP = POOL PUMP
- PRC = POINT OF REVERSE CURVATURE
- PT = POINT OF TANGENCY
- QTR = QUARTER
- R = RADIUS
- RNG = RANGE
- ROW = RIGHT OF WAY
- SEC = SECTION
- TR = TELEPHONE RISER
- TWP = TOWNSHIP
- UE = UTILITY EASEMENT
- UP = UTILITY POLE
- WM = WATER METER
- WV = WATER VALVE
- BFE = BASE FLOOD ELEVATION

Job Number: 216921-NS	Original Job Number: 187981-SE
Drawn By: BJS	Date of Field Work: 07/24/2024

Date	Revision	Tech
08/26/2024	TC	L.B.
08/26/2024	WETLAND LINE	D.S.
07/23/2024	WETLAND LINE	V.M.
07/01/2024	TREE LOCATION	B.S.
06/27/2024	REVISED LEGAL DESCRIPTION	K.T.

Additional Revisions:
10/16/2024 • ADDED POND SIZE/T - K.T.

Printing Instructions

WHEN PRINTING THIS PDF IN ADOBE, SELECT "ACTUAL SIZE" TO ENSURE CORRECT SCALING. DO NOT USE "FIT".

This survey has been issued by the following Landtec Surveying office:

840 US Hwy 1, Suite 330
North Palm Beach, Florida 33408
Office: (561) 210-9344 www.LandtecSurvey.com
Email: Construction@landtecsurvey.com

LANDTEC
LICENSED BUSINESS No. 6957

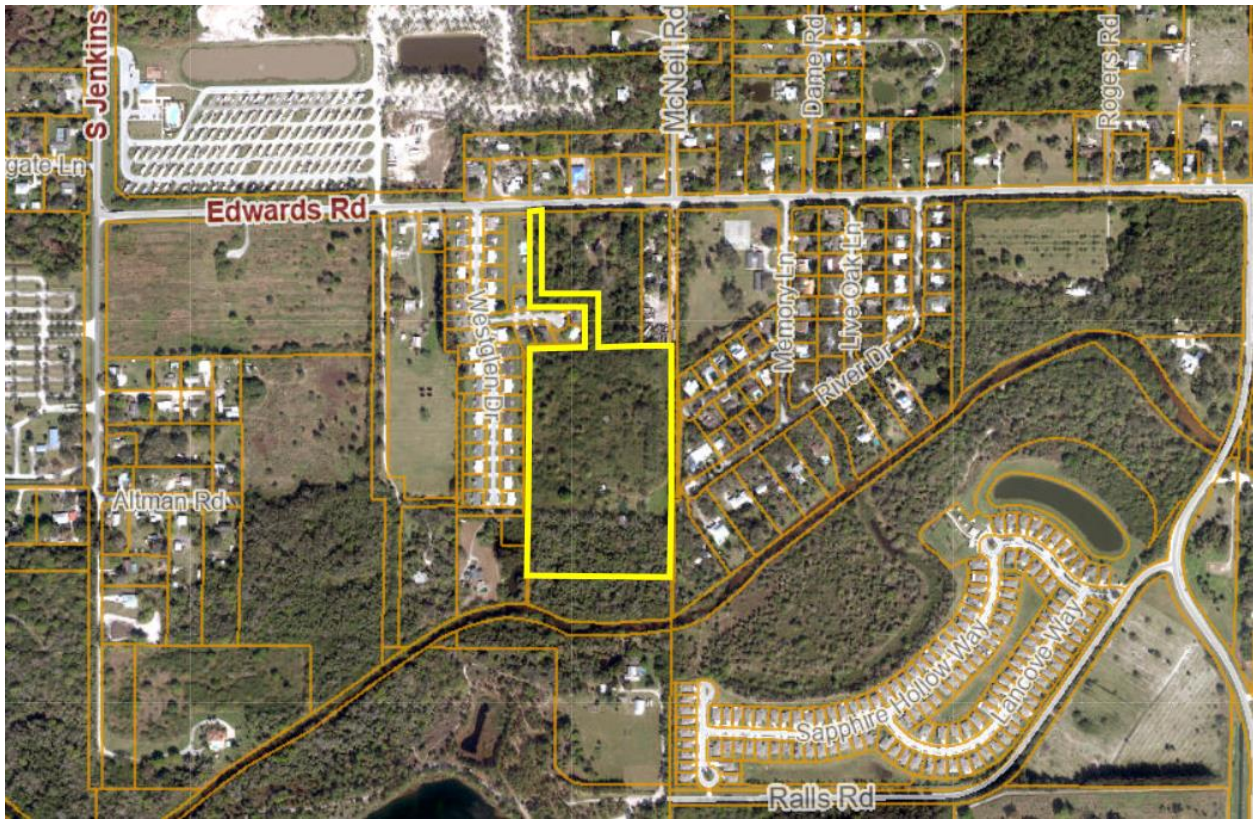
LEGAL DESCRIPTION

LEGAL DESCRIPTION:
COMMENCE AT THE NORTHWEST CORNER OR THE SOUTH 1/2 OF SAID NORTHWEST 1/4 OF SECTION 30; THENCE RUN NORTH 89°02'18" EAST, ALONG THE NORTH LINE OF SAID SOUTH 1/2, A DISTANCE OF 2024.51 FEET, TO AN INTERSECTION WITH THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, ALSO BEING THE NORTHERLY EXTENSION OF THE EAST LINE OF WESTGLEN,
A SUBDIVSION AS RECORDED IN PLAT BOOK 14, PAGE 51 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°34'45" WEST, ALONG SAID WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, A DISTANCE OF 21.73 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF EDWARDS ROAD, AS LAID OUT AND NOW IS USE FOR THE POINT OF BEGINNING; THENCE RUN NORTH 88°43'09" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE A DISTANCE OF 60.02 FEET TO A POINT; THENCE SOUTH 00°19'48" WEST ALONG A LINE 50 FEET EAST OF AND PARALLEL TO THE EAST LINE OF TRACT "A" AND LOT 7 OF WESTGLEN SUBDIVSION, PLAT BOOK 14, PAGE 51, ST. LUCIE COUNTY, FLORIDA, A DISTANCE OF 394.11 FEET; THENCE NORTH 89°30'46" EAST ALONG A LINE 60 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF LOT 8 OF SAID WESTGLEN SUBDIVSION, A DISTANCE OF 259.73 FEET;
THENCE SOUTH 00°21'56" WEST ALONG A LINE 60 FEET EAST OF AND PARALLEL TO THE EAST LINE OF SAID WESTGLEN SUBDIVSION, A DISTANCE OF 247.76 FEET; THENCE RUN SOUTH 88°53'19" WEST A DISTANCE OF 60.02 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID WESTGLEN SUBDIVSION; THENCE RUN NORTH 00°37'24" EAST
ALONG SAID EAST LINE OF WESTGLEN SUBDIVSION, A DISTANCE OF 188.33 FEET, TO THE NORTHERLY LINE OF LOT 8 OF SAID WESTGLEN SUBDIVISION; THENCE RUN SOUTH 89°22'14" WEST ALONG SAID NORTHERLY LINE OF SAID WESTGLEN SUBDIVISION, A DISTANCE OF 259,69 FEET, TO A POINT OF INTERSECTION WITH THE SAID WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALSO BEING THE EASTERLY LINE OF SAID WESTLGLEN SUBDIVSION;
THENCE RUN NORTH 00°34'45" WEST ALONG SAID WEST LINE 453.29 FEET TO A POINT OF INTERSECTION WITH SAID SOUTHERLY RIGHT OF WAY LINE OF EDWARDS ROAD AND THE POINT OF BEGINNING.
AND
THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 35 SOUTH, RANGE 40 EAST, EXCEPTING THEREFROM CANAL RIGHT OF WAY. SAID PROPERTY LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.
AND
THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, LESS WEST GLEN AS IN PLAT BOOK 14, PAGE 51, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, ALL LYING AND BEING IN SECTION 30, TOWNSHIP 35 SOUTH, RANGE 40 EAST.

THIS SURVEY DESCRIBES AND DEPICTS THE SAME LAND AS DESCRIBED IN THE TITLE COMMITMENT AS REFERENCED ABOVE.

LOCATION MAP

4945 EDWARDS ROAD



MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5308195 OR BOOK 5116 PAGE 695, Recorded 03/06/2024 08:40:39 AM Doc Tax: $5250.00

Prepared by and return to:
Tahir Noohani
Title Now, LLC
440 Northeast 4th Avenue
Suite 2
Fort Lauderdale, FL 33301
(954) 947-2040
File No E24-02050T

Parcel Identification No 2430-244-0001-000-4

[Space Above This Line For Recording Data]

WARRANTY DEED

(STATUTORY FORM – SECTION 689.02, F.S.)

This indenture made the 21 **day of** February, **2024** between **Orange Gardens Development Inc., a Florida Corporation**, whose post office address is **2612 Tortugas Lane, Fort Lauderdale, FL 33312**, of the County of Broward, State of Florida, Grantor, to **Golden Arrow Development LLC, a Florida Limited Liability Company**, whose post office address is **4512 North Flagler Drive, 206, West Palm Beach, FL 33407**, of the County of Palm Beach, State of Florida, Grantee:

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 St. Lucie, Florida, to-wit:

Commence at the Northwest corner of the South 1/2 of said Northwest 1/4 of Section 30; thence run North 89 degrees 02'18" East, along the North line of said South 1/2, a distance of 2024.51 feet, to an intersection with the West line of said Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 30, also being the Northerly extension of the East line of Westglen, a subdivision as recorded in Plat Book 14, Page 51, of the Public Records of St. Lucie County, Florida; thence South 00 degrees 34'45" West, along said West line of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4, a distance of 21.73 feet, to the Southerly right-of-way line of Edwards Road, as laid out and now is use for the Point of Beginning; thence run North 88 degrees 43'09" East, along said Southerly right-of-way line a distance of 60.02 feet to a point; thence South 00 degrees 19'48" West along a line 60 feet East of and parallel to the East line of Tract "A" and Lot 7 of Westglen Subdivision, Plat Book 14, Page 51, St. Lucie County, Florida, a distance of 394.11 feet; thence North 89 degrees 30'46" East along a line 60 feet North of and parallel to the North line of Lot 8 of said Westglen Subdivision, a distance of 259.73 feet; thence South 00 degrees 21'56" West along a line 60 feet East of and parallel to the East line of said Westglen Subdivision, a distance of 247.76 feet; thence run South 88 degrees 53'19" West a distance of 60.02 feet to an intersection with the East line of said Westglen Subdivision; thence run North 00 degrees 37'24" East along said East line of Westglen Subdivision, a distance of 188.33 feet, to the Northerly line of Lot 8 of said Westglen Subdivision; thence run South 89 degrees 22'14" West along said Northerly line of said Westglen Subdivision, a distance of 259.69 feet, to a point of intersection with the said West line of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4, also being the Easterly line of said Westglen Subdivision; thence run North 00 degrees 34'45" West along said West line 453.29 feet to a point of intersection with said Southerly right of way line of Edwards Road and the Point of Beginning.

AND

The Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 and the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 35 South, Range 40 East, excepting therefrom canal right-of-way. Said property lying and being in St. Lucie County, Florida.

AND

The East 1/4 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4, less West Glen as in Plat Book 14, Page 51, Public Records of St. Lucie County, Florida, all lying and being in Section 30, Township 35 South, Range 40 East.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

Subject to taxes for 2023 and subsequent years, not yet due and payable; covenants, restrictions, easements, reservations and limitations of record, if any.

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.

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 Signature
Print Name: [illegible]
Witness Address: 1055 Budapest
Perczel u. 17, Hungary

Witness Signature
Print Name: DR ANDRÁS SZECSKAY
Witness Address: 1055 BUDAPEST
KOSSUTH LAJOS TÉR 16-17, HUNGARY

Orange Gardens Development Inc., a Florida Corporation

By: _____
Janos Muennich, President

STATE OF _____
~~COUNTY OF~~ _____

The foregoing instrument was acknowledged before me by means of ( ) ~~physical presence~~ or ( ) online notarization this _____ day of _____, 20___ by Janos Muennich, President of Orange Gardens Development Inc., ~~a FL Corporation~~, on behalf of the Corporation.

Dr. Máté, Viktor civil law notary

For legalisation of signature and affidavit, see the attached notarial clause.

Signature of Notary Public
Print, Type/Stamp Name of Notary

dr. Máté Viktor KÖZJEGYZŐ 7. BUDAPEST VI.1.

Personally known: ✓
OR Produced Identification: X

Type of Identification Produced: PASSPORT

APOSTILLE

(Convention de la Haye du 5 octobre 1961)

1. Ország:
   Country: **MAGYARORSZÁG**
   HUNGARY

Ezt a közokiratot
This public document

2. Írta alá:
   Has been signed by: **dr. Máté Viktor**

3. Minőségében eljárva:
   Acting in the capacity of: **közjegyző /**
   Notary

4. Az okirat pecsétjével (bélyegzőlenyomatával) van ellátva:
   bears the seal/stamp of: **dr. Máté Viktor közjegyző /**
   Notary

Tanúsítja
Certified

5. Helység: **Budapest**
   At:

6. Időpont: **2024.** (év) **02.** (hónap) **21.** (nap)
   Date: (year) (month) (day)

7. Kiállító: **Magyar Országos Közjegyzői Kamara**
   By: Hungarian Chamber of Civil Law Notaries

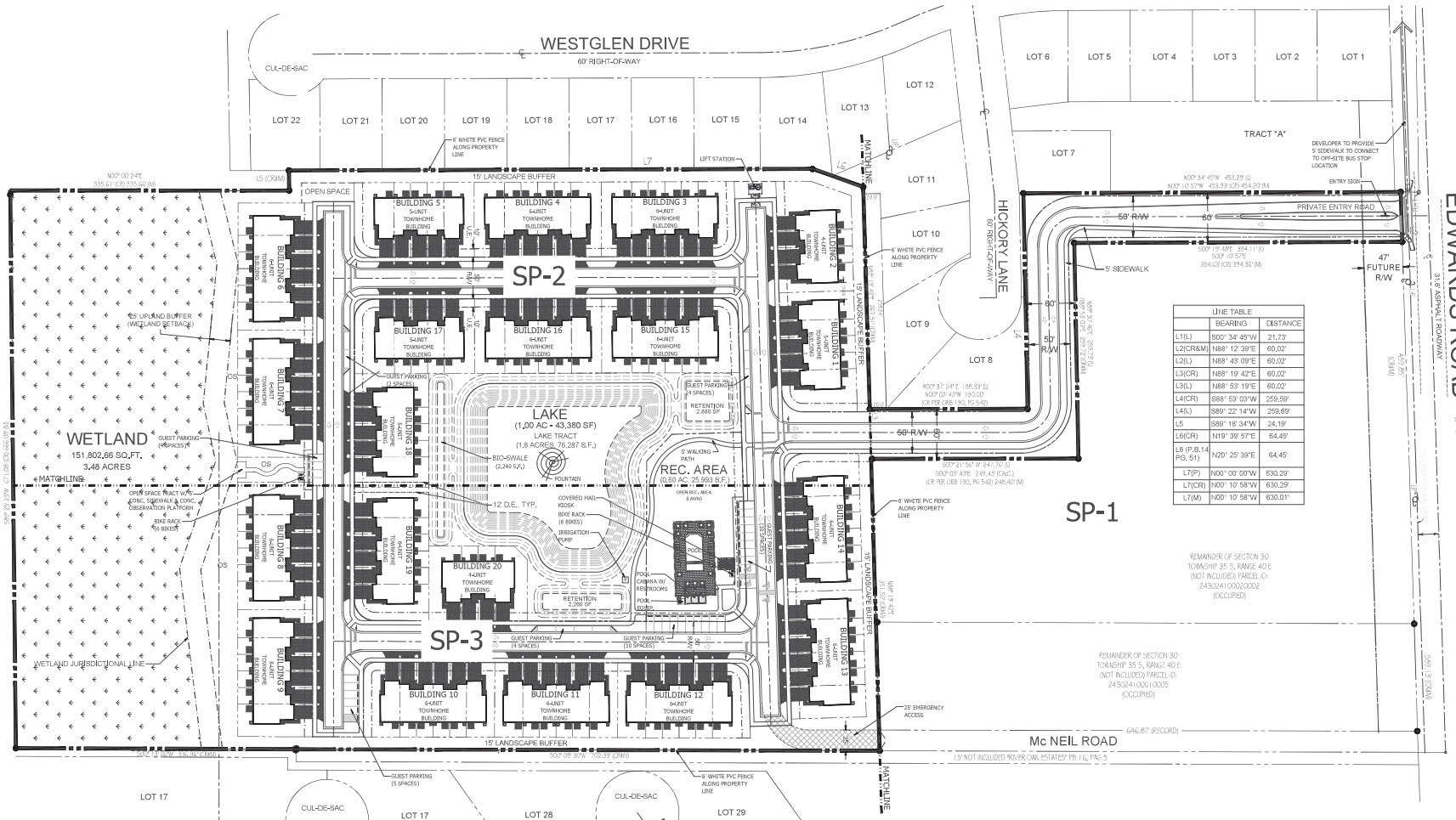
8. Ügyszám: **A01/2024/2076/2**
   No.:

9. Pecsét (bélyegzőlenyomat)
   Seal/Stamp:

10. Aláírás:
    Signature:

Magyar Országos Közjegyzői Kamara
JOGI ELŐADÓ
2.

dr. Bárdos Judit
jogi előadó



SITE DATA:

NAME OF APPLICATION:	4945 EDWARDS ROAD RESIDENTIAL
PARCEL ID'S:	SOUTH PARCEL (17.14 AC.): 2430-244-0001-000-4 NORTH PARCEL (0.44 AC.): 2430-243-0001-000-1
SITE AREA:	17.58 ACRES (765,870.41 S.F.)
EXISTING FLU:	SOUTH PARCEL: RL - LOW DENSITY RESIDENTIAL NORTH PARCEL: RH - HIGH DENSITY RESIDENTIAL
EXISTING ZONING:	SOUTH PARCEL: PLANNED DEVELOPMENT ZONE (EXPIRED) NORTH PARCEL: R-4 - MEDIUM DESITY RESIDENTIAL
PROPOSED ZONING:	PLANNED DEVELOPMENT ZONE
PROPOSED UNITS:	112 TOWNHOMES
PROPOSED DENSITY:	6.37 D.U.'S/ACRE

SETBACKS

FRONT:	20'
SIDE INTERIOR:	10'
SIDE CORNER:	15'
REAR:	15'

OPEN SPACE

BUFFERS & O.S. TRACTS:	46,289 S.F. (6.0%)
LAKE TRACT:	76,387 S.F. (10.0%)
RECREATION TRACT:	25,993 S.F. (3.4%)
WETLAND & WETLAND BUFFER:	168,961 S.F. (22.1%)
TOTAL OPEN SPACE PROVIDED:	317,630 S.F. (41.5%)

PARKING

PARKING REQUIRED:	168 SPACES (1.5 SPACES PER D.U.)
PARKING PROVIDED:	353 SPACES
GARAGE SPACES:	152 SPACES
DRIVEWAY SPACES:	152 SPACES
GUEST SPACES:	39 SPACES

BIKE PARKING

BIKE PARKING REQUIRED:	12 SPACES (1 PER 10 D.U.'S)
BIKE PARKING PROVIDED:	12 SPACES

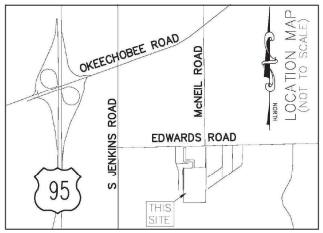
GENERAL NOTES:

- TRASH WILL BE PICKED UP CURBSIDE

6' WHITE PVC FENCE



LOCATION MAP



DRAWING INDEX:

MP-1	MASTER PLAN & SITE DATA
MP-2	TYPICAL LOT LAYOUT
SP-1 - SP-3	DETAIL SITE PLANS
TD-1	TREE DISPOSITION PLAN
LP-1	OVERALL LANDSCAPE PLAN & LANDSCAPE DATA
LP-2 - LP-4	DETAIL LANDSCAPE PLANS
LP-5	TYPICAL UNIT LANDSCAPE PLANS
LP-6	LANDSCAPE SPECIFICATIONS & PLANTING DETAILS

Master Plan

Scale: 1" = 60'

Litterick Landscape Architecture
2740 SW Martin Downs Blvd. #199
Palm City, FL 34990
561-719-3876
JasonLA1677@yahoo.com

Project Name

Sunset Gardens

Ft. Pierce, Florida

4945 Edwards Road

Landscape Architect of Record

Jason Litterick
Digitally signed by Jason Litterick
Date: 2025.09.10 09:10:54 -04'00'
Florida Reg. No. LA0001677

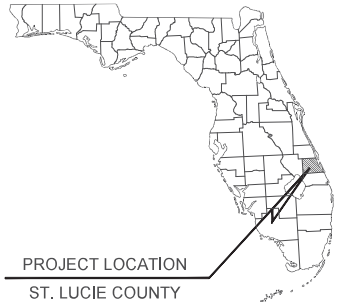
Jason M. Litterick, RLA
[LA0001677]

Scale: 1" = 60'-0"

Designed:	JML
Drawn:	JML
Approved:	JML
Date:	2/14/25
Job no.	
Revisions:	6/19/25 9/19/25

Sheet No.

MP-1



PD PLANS

FOR

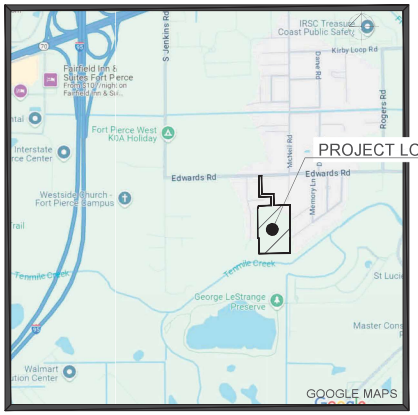
SUNSET GARDENS

MULTI-FAMILY RESIDENTIAL DEVELOPMENT

LOCATED AT

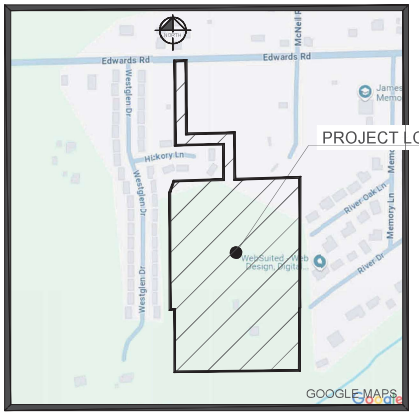
3804 SUNRISE BLVD, FORT PIERCE, FLORIDA

SECTION 33, TOWNSHIP 35S, RANGE 40E



LOCATION MAP

SCALE: NOT TO SCALE



VICINITY MAP

SCALE: NOT TO SCALE

SHEET INDEX	
Sheet Number	Sheet Title
C-100	COVER
C-101	SPECIFICATIONS & NOTES
C-102	EXISTING CONDITIONS & DEMOLITION PLAN
C-103	PHASE ONE EROSION CONTROL PLAN
C-104	PHASE TWO EROSION CONTROL PLAN
C-105	EROSION CONTROL DETAILS
C-200	HORIZONTAL CONTROL PLAN
C-201	PRELIMINARY PLAT
C-300	MASTER PAVING GRADING DRAINAGE PLAN
C-301	GRADING SECTIONS
C-302	PAVING GRADING DRAINAGE DETAILS
C-303	FIRE SAFETY PLAN
C-400	MASTER UTILITY PLAN
C-401	SEWER PROFILES
C-402	FPUA STANDARD DETAILS
C-403	FPUA STANDARD DETAILS
C-404	FPUA STANDARD DETAILS
C-405	FPUA STANDARD DETAILS
C-406	FPUA STANDARD DETAILS

PROJECT TEAM

OWNER/DEVELOPER
CAPITAL INVESTMENTS REAL ESTATE CORP.
4512 N FLAGLER DR, #208 WEST PALM BEACH, FL 33407
(561) 249-1684

LANDSCAPE ARCHITECT
LITTERICK LANDSCAPE ARCHITECTURE
2740 SW MARTIN DOWS BLVD, #199
PALM CITY, FL 34990
(561) 719-3876

CIVIL ENGINEER
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VERO BEACH, FL 32960
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SURVEYOR
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BOCA RATON, FLORIDA
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ENGINEER & SURVEYOR

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VERO BEACH, FL 32960
PHONE: (772) 569-5505
FBPE C.O.A. # 33705

ENGINEER'S PROJECT NO. 22-1026

PERMITTING AGENCIES

FORT PIERCE UTILITY AUTHORITY
SHANE OSTRANDER
1701 S. 37TH STREET
FORT PIERCE, FL 34984
SOTRANDER@FPUA.COM
772-466-1600

NORTH ST LUCIE RIVER WATER CONTROL DISTRICT
PATRICIA KUTA
14666 ORANGE AVENUE
FORT PIERCE, FL 34945
NSLRWCD@BELLSOUTH.NET
772-461-5050

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
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KIMLEY-HORN & ASSOCIATES INC.
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FBPE C.O.A. #33705

REVISIONS:
BY: DATE: COMMENT

NOT FOR CONSTRUCTION

PROJECT:
4945 EDWARDS ROAD MULTI-FAMILY
PD PLAN
FT. PIERCE, FLORIDA

CLIENT:
CAPITAL INVESTMENTS
REAL ESTATE CORP.
WEST PALM BEACH
FLORIDA, 33407

STATE OF FLORIDA
ROBERT BERGSTRESSER
LICENSE NO. 84598
PROFESSIONAL ENGINEER

BLAINE BERGSTRESSER, P.E.
FLORIDA LICENSE No. 84598
02/24/2022

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PROJECT No.: 24-1003
DRAWN BY: SCB
CHECKED BY: BRB
DATE: 04/22/2025
CAD I.D.: 24-1003-COVER

SHEET TITLE:
COVER

SHEET NUMBER:
C-100

Plotted on Thursday, September 19, 2024 - 3:22 PM by Scott Bernard

UTILITY NOTES & SPECIFICATIONS

GENERAL UTILITY NOTES

- ALL UTILITY CONSTRUCTION TO BE IN ACCORDANCE WITH "FPUA," UTILITIES WATER, WASTEWATER & RECLAIMED WATER DESIGN CRITERIA AND TECHNICAL SPECIFICATIONS, JUNE, 2015."
- UTILITY CONSTRUCTION IS SUBJECT TO "FPUA" PERMIT AND F.D.E.P. PERMIT CONDITIONS.
- SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL TO THE ENGINEER AND "FPUA", PRIOR TO CONSTRUCTION.
- THE FOLLOWING SPECIFICATIONS ARE AN ABBREVIATED VERSION OF THE "FPUA" DESIGN CRITERIA AND TECHNICAL SPECIFICATIONS, JUNE, 2015." WHERE MATERIAL OR INSTALLATION SPECIFICATIONS ARE NOT INCLUDED BELOW, OR ARE NOT CLEARLY UNDERSTOOD, THEN THE AFOREMENTIONED PUBLICATION SHALL BE REFERENCED.
- THE CONTRACTOR SHALL NOTIFY AT&T, CTV, FLORIDA POWER AND LIGHT, FLORIDA CITY GAS, CITY OF FORT PIERCE UTILITIES, ST. LUCIE COUNTY UTILITIES, TV/CABLE AND ANY OTHER UTILITY PROVIDERS 48 HOURS PRIOR TO CONSTRUCTION AND SHALL HAVE ALL EXISTING UTILITIES LOCATED IN THE FIELD.
- ALL REQUIRED TESTING (PRESSURE TESTS, DISINFECTION/ BACTERIOLOGICAL EXFILTRATION/INFILTRATION, LAMPING, T.V. INSPECTION, AND OTHER TESTS OR INSPECTIONS REQUIRED IN THE ADOPTED SPECIFICATIONS) SHALL BE PROVIDED AND PAID FOR BY THE CONTRACTOR. THE ENGINEER SHALL BE PRESENT FOR ALL TESTING/INSPECTIONS, AND GIVEN 24 HOUR PRIOR NOTICE. THE ENGINEER SHALL BE GIVEN COPIES OF ALL TEST/INSPECTION RESULTS PRIOR TO ANY REQUEST FOR PAYMENT.
- A PERFORMANCE BOND SHALL BE PROVIDED BY THE CONTRACTOR (20% OF VALUE OF MATERIALS/LABOR) TO ST. LUCIE COUNTY AT THE CLOSE-OUT OF THE CONTRACT, TO GUARANTEE THE UTILITY SYSTEM FOR ONE (1) YEAR.
- THE CONTRACTOR WILL PROVIDE SURVEYED "AS-BUILTS" OF UTILITY CONSTRUCTION DRAWN IN ACAD 2007 FORMAT OR LATER, AND TIED TO STATE PLANE COORDINATES, ALL IN ACCORDANCE WITH ST. LUCIE COUNTY UTILITY SPECIFICATIONS, PUBLICATION REFERENCED ABOVE, AND IN ACCORDANCE WITH PERMIT CONDITIONS.
- THE APPLICANT SHALL RETAIN A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF FLORIDA, TO OBSERVE CONSTRUCTION OF THE PROJECT AND TO ASSURE CONFORMITY TO THE APPLICATION, PLANS AND SPECIFICATIONS AS APPROVED. UPON COMPLETION OF CONSTRUCTION, THE ENGINEER SHALL PROVIDE THE DEPARTMENT WITH A CERTIFICATION OF COMPLETION OF CONSTRUCTION ON DEP FORM 62-604.300(7)(b) AND RECORD DRAWINGS IN ACCORDANCE WITH RULE 62-604, F.A.C. THIS PROJECT, AS PERMITTED, SHALL NOT BE PLACED IN OPERATION UNTIL WRITTEN ACCEPTANCE OF THE CERTIFICATION OF COMPLETION HAS BEEN RECEIVED FROM THE DEPARTMENT.
- ANY CONNECTIONS TO AND/OR EXTENSIONS OF THIS SYSTEM, BEYOND THAT WHICH IS AUTHORIZED BY THIS PERMIT, SHALL REQUIRE SEPARATE WRITTEN APPROVAL FROM THE DEPARTMENT AND THE UTILITY.
- ALL WATER MAINS SHALL BE LOCATED A MINIMUM HORIZONTAL SEPARATION OF SIX (6) FEET WITH TEN (10) FEET PREFERRED FROM GRAVITY OR PRESSURE SANITARY SEWER, SANITARY FORCE MAIN, OR RECLAIMED WATER MAIN.

FORCE MAINS

GENERAL

- FORCE MAIN SHALL BE GREEN IN COLOR.
- POLYVINYL CHLORIDE PIPE (PVC) SHALL BE DESIGNED FOR A MINIMUM WORKING PRESSURE OF 150 PSI AND SHALL CONFORM TO AWWA STANDARDS SPECIFICATIONS C900-97, C909-98, AND ASTM D1784, D2241 OR LATEST REVISIONS. PVC PRESSURE PIPE SHALL BE MADE FROM CLASS 12454-A OR CLASS 12454-B MATERIAL AND CONFORM TO THE OUTSIDE DIAMETER OF CAST IRON PIPE WITH A MINIMUM WALL THICKNESS OF DR18.
- DUCTILE IRON PIPE (DIP) SHALL BE IN ACCORDANCE WITH AWWA STANDARD SPECIFICATIONS C150/A21.50—96 AND C151/A51—96 OR LATEST REVISIONS, BASED ON MINIMUM TENSILE STRENGTH OF 60 KSI, YIELD STRENGTH OF 42 KSI, AND USING A MINIMUM WORKING PRESSURE OF 200 PSI, AND A LAYING CONDITION "TYPE 2." ALL PIPE SHALL BE GIVEN A MINIMUM FACTORY HYDROSTATIC TEST OF 500 PSI.
- LINING AND COATING (DIP). ALL DIP SHALL BE FACTORY LINED AND COATED, UNLESS OTHER INDICATED.
  - ** LINING: PSUEDO-BONDED CERAMIC EPOXY, ONE (1) COAT, 40 MILS, AWWA C-210.
  - ** COATING: BITUMINOUS COATING ON OUTSIDE, DRY FILM THICKNESS OF MINIMUM OF (1) MIL.
  - ** REPAIR: WHERE COATING HAS BEEN DAMAGED, IT MUST BE CLEANED AND RE-COATED TO A MINIMUM OF 1 MIL. DRY THICKNESS.
- PVC SHALL BE PURCHASED PER APPROVED MATERIALS LIST (ST. LUCIE COUNTY DESIGN & CONSTRUCTION STANDARDS).
- THE PIPE USED FOR THE WASTEWATER FORCE MAIN SHALL BE GREEN IN COLOR.

JOINTS

- JOINTS FOR PVC PRESSURE PIPE SHALL BE BELL AND SPIGOT PUSH-ON RUBBER GASKET TYPE ONLY. NO SOLVENT WELD OR THREADED JOINTS WILL BE PERMITTED.
- JOINTS FOR DIP BELL AND SPIGOT PIPE SHALL BE PUSH-ON, MECHANICAL, OR RESTRAINED JOINTS IN ACCORDANCE WITH AWWA STANDARD SPECIFICATIONS C111/A21.11—00 OR LATEST REVISION. FOR FLANGED CONNECTIONS, PIPE BARRELS SHALL COMPLY WITH THE PHYSICAL AND CHEMICAL REQUIREMENTS AS SET FORTH IN THE MANUFACTURE OF DUCTILE IRON PIPE RESEARCH ASSOCIATION.— FLANGES SHALL BE IN ACCORDANCE WITH ANSI SPECIFICATION B16.1 FOR CLASS 125 FLANGES. BOLTS SHALL BE S.S. AND COMPLY WITH ANSI SPECIFICATION B18.2. FLANGED PIPES SHALL BE FACED AND DRILLED SMOOTH AND TRUE AT RIGHT ANGLES TO THE PIPE AXIS, THEN COATED WITH ZINC DUST AND TALLOW OR A RUST PREVENTATIVE COMPOUND IMMEDIATELY AFTER FACING AND DRILLING. FLANGED PIPE WITH SCREWED—ON FLANGES SHALL BE FURNISHED WITH LONG HUBS, AND THE FLANGES SHALL BE SCREWED ON THE THREADED END OF THE PIPE IN THE SHOP AND THE FACE OF THE PLANED END OF PIPE REFACED TOGETHER. THERE SHALL BE NO LEAKAGE THROUGH THE PIPE THREADS AND THE FLANGES SHALL BE DESIGNED TO PREVENT CORROSION OF THE THREADS FROM OUTSIDE. FLANGED JOINTS SHALL BE MADE WITH BOLTS OR STUD BOLTS AND NUTS THAT CONFORM TO AMERICAN STANDARD HEAVY DIMENSIONS, SEMI—FINISHED WITH SQUARE OR HEXAGONAL HEADS AND COLD PUNCHED HEXAGONAL NUTS, MEETING THE REQUIREMENTS OF ASTM DESIGNATION A—307. BOLT SIZES SHALL BE AMERICAN STANDARD FOR THE FLANGES SPECIFIED, AND BOLTS AND NUTS SHALL HAVE GOOD, TRUE THREADS. GASKETS SHALL BE IN ACCORDANCE WITH AWWA STANDARD SPECIFICATIONS C115/A21.15—99, OR LATEST REVISIONS.

PIPE MATERIALS

- DUCTILE IRON PIPE SHALL BE BELL AND SPIGOT CAST IN ACCORDANCE WITH AWWA STANDARD SPECIFICATIONS C150/A21.50—96 AND C151/A51—96 OR LATEST REVISIONS, BASED ON MINIMUM TENSILE STRENGTH OF 60 KSI, YIELD STRENGTH OF 42 KSI, AND USING A MINIMUM WORKING PRESSURE OF 200 PSI, AND A LAYING CONDITION "TYPE 2." ALL PIPE SHALL BE GIVEN A MINIMUM FACTORY HYDROSTATIC TEST OF 500 PSI.
- LINING AND COATING (DIP). ALL DIP SHALL BE FACTORY LINED AND COATED, UNLESS OTHER INDICATED.
  - ** LINING: PSUEDO-BONDED CERAMIC EPOXY, ONE (1) COAT, 40 MILS, AWWA C-210.
  - ** COATING: BITUMINOUS COATING ON OUTSIDE, DRY FILM THICKNESS OF MINIMUM OF (1) MIL.
  - ** REPAIR: WHERE COATING HAS BEEN DAMAGED, IT MUST BE CLEANED AND RE-COATED TO A MINIMUM OF 1 MIL. DRY THICKNESS.
- PVC SHALL BE PURCHASED PER APPROVED MATERIALS LIST (ST. LUCIE COUNTY DESIGN & CONSTRUCTION STANDARDS).
- THE PIPE USED FOR THE WASTEWATER FORCE MAIN SHALL BE GREEN IN COLOR.

JOINTS

- JOINTS FOR PVC PRESSURE PIPE SHALL BE BELL AND SPIGOT PUSH—ON RUBBER GASKET TYPE ONLY. NO SOLVENT WELD OR THREADED JOINTS WILL BE PERMITTED.
- JOINTS FOR DIP BELL AND SPIGOT PIPE SHALL BE PUSH—ON, MECHANICAL, OR RESTRAINED JOINTS IN ACCORDANCE WITH AWWA STANDARD SPECIFICATIONS C111/A21.11—00 OR LATEST REVISION. FOR FLANGED CONNECTIONS, PIPE BARRELS SHALL COMPLY WITH THE PHYSICAL AND CHEMICAL REQUIREMENTS AS SET FORTH IN THE MANUFACTURE OF DUCTILE IRON PIPE RESEARCH ASSOCIATION.— FLANGES SHALL BE IN ACCORDANCE WITH ANSI SPECIFICATION B16.1 FOR CLASS 125 FLANGES. BOLTS SHALL BE S.S. AND COMPLY WITH ANSI SPECIFICATION B18.2. FLANGED PIPES SHALL BE FACED AND DRILLED SMOOTH AND TRUE AT RIGHT ANGLES TO THE PIPE AXIS, THEN COATED WITH ZINC DUST AND TALLOW OR A RUST PREVENTATIVE COMPOUND IMMEDIATELY AFTER FACING AND DRILLING. FLANGED PIPE WITH SCREWED—ON FLANGES SHALL BE FURNISHED WITH LONG HUBS, AND THE FLANGES SHALL BE SCREWED ON THE THREADED END OF THE PIPE IN THE SHOP AND THE FACE OF THE PLANED END OF PIPE REFACED TOGETHER. THERE SHALL BE NO LEAKAGE THROUGH THE PIPE THREADS AND THE FLANGES SHALL BE DESIGNED TO PREVENT CORROSION OF THE THREADS FROM OUTSIDE. FLANGED JOINTS SHALL BE MADE WITH BOLTS OR STUD BOLTS AND NUTS THAT CONFORM TO AMERICAN STANDARD HEAVY DIMENSIONS, SEMI—FINISHED WITH SQUARE OR HEXAGONAL HEADS AND COLD PUNCHED HEXAGONAL NUTS, MEETING THE REQUIREMENTS OF ASTM DESIGNATION A—307. BOLT SIZES SHALL BE AMERICAN STANDARD FOR THE FLANGES SPECIFIED, AND BOLTS AND NUTS SHALL HAVE GOOD, TRUE THREADS. GASKETS SHALL BE IN ACCORDANCE WITH AWWA STANDARD SPECIFICATIONS C115/A21.15—99, OR LATEST REVISIONS.

FITTINGS

ALL UNDERGROUND FITTINGS SHALL BE DUCTILE IRON PUSH—ON, RESTRAINED OR MECHANICAL JOINT. MECHANICAL JOINT SHALL CONFORM TO SPECIFICATIONS AWWA C110/A21.10—98 OR C153/A21.53—00 OR LATEST REVISIONS. FITTINGS SHALL BE FUSION—BONDED EPOXY LINED. THE EPOXY MATERIAL SHALL BE APPLIED IN ONE COAT WITH A MINIMUM DRY FILM THICKNESS OF 40.0 MILS. ALL ABOVE GROUND EXPOSED FITTINGS SHALL BE FLANGED. FITTINGS SHALL BE PRESSURE RATED TO 350 PSI AND JOINT RESTRAINT, WHEN REQUIRED, SHOULD BE FROM THE APPROVED MATERIALS LIST (ST. LUCIE COUNTY DESIGN & CONSTRUCTION STANDARDS).

VALVES (GATE VALVES)

- ALL BURIED VALVES SHALL MEET THE REQUIREMENTS OF AWWA STANDARD SPECIFICATION C509 – C515, OR LATEST REVISION.
- VALVES SHALL BE RATED FOR 150 PSI WORKING PRESSURE AND A MINIMUM 300 PSI TEST PRESSURE.
- VALVES SHALL BE DUCTILE IRON BODY, BRONZE MOUNTED, RESILIENT SEATED, NON—RISING STEM TYPE FITTED WITH "O—RING" SEALS.

MARKING

- NUMBER 10 STRANDED CONDUCTOR COPPER TRACE WIRE SHALL BE SPIRAL WRAPPED OR AFFIXED TO THE TOP OF THE PIPE. SEE TRACE WIRE DETAIL M—16 FOR SPECIFICATIONS REGARDING THE INSTALLATION.
- TRACE WIRE IS REQUIRED OVER ALL PIPES.
- A 2" WIDE MAGNETIC I.D. LOCATION TAPE IS REQUIRED OVER ALL PIPES. TAPE IS TO BE INSTALLED 12" BELOW PROPOSED GRADE.

INSTALLATION

- MAINS SHALL BE INSTALLED IN ACCORDANCE WITH APPLICABLE PROVISIONS OF A.W.W.A. STANDARD SPECIFICATIONS C605—94, OR LATEST REVISION. MANUFACTURER'S INSTRUCTIONS SHALL GOVERN WHEN CONFLICTING WITH AWWA STANDARD SPECIFICATIONS.
- WATER MAINS SHALL CROSS ABOVE SANITARY SEWER, STORM SEWERS, FORCE MAINS, OR RECLAIMED WATER LINES WITH A MINIMUM OF 6" (PREFERABLY 12") VERTICAL SEPARATION.
- WATER MAIN SHALL BE LOCATED AT LEAST 6' (SIX) FEET, (10' (TEN) FEET PREFERRED), HORIZONTALLY FROM ALL SANITARY SEWERS, STORM SEWERS, FORCE MAINS AND RECLAIMED WATER MAINS.
- WHEN THE MINIMUM HORIZONTAL AND VERTICAL CLEARANCES HEREIN SPECIFIED CAN NOT BE OBTAINED, ONLY THOSE ALTERNATE DESIGN SOLUTIONS ACCEPTABLE TO THE "RECOMMENDED STANDARDS FOR WATER WORKS" (LATEST REVISION) SHALL BE USED IF APPROVED BY SLCU.
- PIPE MUST BE LAID IN A TRENCH FREE OF STONES, ROCKS OR OTHER DELETERIOUS MATERIAL TO A DEPTH OF 4" BELOW THE BOTTOM OF THE PIPE. PIPE SHALL BE LAID ON A CONTINUOUS UNIFORM BEDDING. BACKFILL SHALL BE TAMPED IN 4" LIFTS TO ADEQUATELY PROTECT AND SUPPORT THE PIPE. REFERENCE THE TRENCH DETAILS WITHIN THE CONSTRUCTION PLANS.
- MAINS MUST BE INSTALLED WITH A MINIMUM OF 36" OF GROUND COVER AND 42" BELOW ROADS, DRIVEWAY OR PARKING LOTS IN ACCORDANCE WITH DETAILS AND SPECIFICATIONS IN THESE PLANS.

TAPPING SLEEVES/VALVES

- TAPPING SLEEVES SHALL BE MECHANICAL JOINT TYPE WITH DUCTILE IRON OR STAINLESS STEEL BODIES AND HARDWARE PER APPROVED BY SLCU. THE TAPPING VALVE SHALL BE GATE VALVE SPECIFICALLY DESIGNED FOR THE PURPOSE OF TAPPING PRESSURIZED MAINS, AND SHALL BE COMPATIBLE WITH THE TAPPING SLEEVE.

TESTING

- HYDROSTATIC PRESSURE AND LEAKAGE TESTS FOR PVC PIPE SHALL BE PERFORMED IN ACCORDANCE WITH A.W.W.A. STANDARD C—605—94, OR LATEST REVISION. CONTRACTOR SHALL FURNISH ALL GAUGES, METERS, PRESSURE PUMPS AND OTHER EQUIPMENT NECESSARY TO TEST THE LINE. THE ENGINEER OR REPRESENTATIVE SHALL BE PRESENT FOR ALL REQUIRED TESTING AND FINAL INSPECTIONS.
- HYDROSTATIC PRESSURE AND LEAKAGE TESTS FOR DUCTILE IRON PIPE SHALL BE PERFORMED IN ACCORDANCE WITH A.W.W.A. STANDARD C600—99, OR LATEST REVISION. CONTRACTOR SHALL FURNISH ALL GAUGES, METERS, PRESSURE PUMPS AND OTHER EQUIPMENT NECESSARY TO TEST THE LINE. THE ENGINEER OR REPRESENTATIVE SHALL BE PRESENT FOR ALL REQUIRED TESTING AND FINAL INSPECTIONS.

WATER MAINS

GENERAL

- WATER MAIN SHALL BE BLUE IN COLOR.
- POLYVINYL CHLORIDE PIPE (PVC) SHALL BE DESIGNED FOR A MINIMUM WORKING PRESSURE OF 150 PSI AND SHALL CONFORM TO AWWA STANDARDS SPECIFICATIONS C900—97, C909—98, AND ASTM D1784, D2241 OR LATEST REVISIONS. PVC PRESSURE PIPE SHALL BE MADE FROM CLASS 12454—A OR CLASS 12454—B MATERIAL AND CONFORM TO THE OUTSIDE DIAMETER OF CAST IRON PIPE WITH A MINIMUM WALL THICKNESS OF DR18.
- DUCTILE IRON PIPE (DIP) SHALL BE IN ACCORDANCE WITH AWWA STANDARD SPECIFICATIONS C150/A21.50—96 OR LATEST REVISIONS, BASED ON MINIMUM TENSILE STRENGTH OF 60 KSI, YIELD STRENGTH OF 42 KSI, AND USING A MINIMUM WORKING PRESSURE OF 200 PSI, AND A LAYING CONDITION "TYPE 2." ALL PIPE SHALL BE GIVEN A MINIMUM FACTORY HYDROSTATIC TEST OF 500 PSI.
- LINING AND COATING (DIP). ALL DIP SHALL BE FACTORY LINED AND COATED, UNLESS OTHER INDICATED.
  - ** LINING: CEMENT MORTAR LINED AND SEAL COATED PER A.W.W.A. C104 (ANSI A214—95) OR LATEST REVISION.
  - ** COATING: BITUMINOUS COATING ON OUTSIDE, DRY FILM THICKNESS OF MINIMUM OF (1) MIL.
  - ** REPAIR: WHERE COATING HAS BEEN DAMAGED, IT MUST BE CLEANED AND RECOATED TO A MINIMUM OF 1 MIL. DRY THICKNESS.
- PVC SHALL BE PURCHASED PER APPROVED MATERIALS LIST (ST. LUCIE COUNTY DESIGN & CONSTRUCTION STANDARDS).
- THE PIPE USED FOR THE WATER FORCE MAIN SHALL BE BLUE IN COLOR.

JOINTS

- JOINTS FOR PVC PRESSURE PIPE SHALL BE BELL AND SPIGOT PUSH—ON RUBBER GASKET TYPE ONLY. NO SOLVENT WELD OR THREADED JOINTS WILL BE PERMITTED.
- JOINTS FOR DIP BELL AND SPIGOT PIPE SHALL BE PUSH—ON, MECHANICAL, OR RESTRAINED JOINTS IN ACCORDANCE WITH AWWA STANDARD SPECIFICATIONS C111/A21.11—00 OR LATEST REVISION. FOR FLANGED CONNECTIONS, PIPE BARRELS SHALL COMPLY WITH THE PHYSICAL AND CHEMICAL REQUIREMENTS AS SET FORTH IN THE HANDBOOK OF DUCTILE IRON PIPE RESEARCH ASSOCIATION. LATEST REVISION.
- FLANGES SHALL BE IN ACCORDANCE WITH ANSI SPECIFICATION B16.1 FOR CLASS 125 FLANGES. BOLTS SHALL BE S.S. AND COMPLY WITH ANSI SPECIFICATION B18.2. FLANGED PIPES SHALL BE FACED AND DRILLED SMOOTH AND TRUE AT RIGHT ANGLES TO THE PIPE AXIS, THEN COATED WITH ZINC DUST AND TALLOW OR A RUST PREVENTATIVE COMPOUND IMMEDIATELY AFTER FACING AND DRILLING. FLANGED PIPE WITH SCREWED—ON FLANGES SHALL BE FURNISHED WITH LONG HUBS, AND THE FLANGES SHALL BE SCREWED ON THE THREADED END OF THE PIPE IN THE SHOP AND THE FACE OF THE PLANED END OF PIPE REFACED TOGETHER. THERE SHALL BE NO LEAKAGE THROUGH THE PIPE THREADS AND THE FLANGES SHALL BE DESIGNED TO PREVENT CORROSION OF THE THREADS FROM OUTSIDE. FLANGED JOINTS SHALL BE MADE WITH BOLTS OR STUD BOLTS AND NUTS THAT CONFORM TO AMERICAN STANDARD HEAVY DIMENSIONS, SEMI—FINISHED WITH SQUARE OR HEXAGONAL HEADS AND COLD PUNCHED HEXAGONAL NUTS, MEETING THE REQUIREMENTS OF ASTM DESIGNATION A—307. BOLT SIZES SHALL BE AMERICAN STANDARD FOR THE FLANGES SPECIFIED, AND BOLTS AND NUTS SHALL HAVE GOOD, TRUE THREADS. GASKETS SHALL BE IN ACCORDANCE WITH AWWA STANDARD SPECIFICATIONS C115/A21.15—99, OR LATEST REVISIONS.

FITTINGS

ALL UNDERGROUND FITTINGS SHALL BE DUCTILE IRON PUSH—ON, RESTRAINED OR MECHANICAL JOINT. MECHANICAL JOINT SHALL CONFORM TO SPECIFICATIONS AWWA C110/A21.10—98 OR C153/A21.53—00 OR LATEST REVISIONS. FITTINGS SHALL BE FUSION—BONDED EPOXY LINED. THE EPOXY MATERIAL SHALL BE APPLIED IN ONE COAT WITH A MINIMUM DRY FILM THICKNESS OF 40.0 MILS. ALL ABOVE GROUND EXPOSED FITTINGS SHALL BE FLANGED. FITTINGS SHALL BE PRESSURE RATED TO 350 PSI AND JOINT RESTRAINT, WHEN REQUIRED, SHOULD BE FROM THE APPROVED MATERIALS LIST (ST. LUCIE COUNTY DESIGN & CONSTRUCTION STANDARDS).

VALVES (GATE VALVES)

- ALL BURIED VALVES SHALL MEET THE REQUIREMENTS OF AWWA STANDARD SPECIFICATION C509 – C515, OR LATEST REVISION.
- VALVES SHALL BE RATED FOR 150 PSI WORKING PRESSURE AND A MINIMUM 300 PSI TEST PRESSURE.
- VALVES SHALL BE DUCTILE IRON BODY, BRONZE MOUNTED, RESILIENT SEATED, NON—RISING STEM TYPE FITTED WITH "O—RING" SEALS.

MARKING

- NUMBER 10 STRANDED CONDUCTOR COPPER TRACE WIRE SHALL BE SPIRAL WRAPPED OR AFFIXED TO THE TOP OF THE PIPE. SEE TRACE WIRE DETAIL M—16 FOR SPECIFICATIONS REGARDING THE INSTALLATION.
- TRACE WIRE IS REQUIRED OVER ALL PIPES.
- A 2" WIDE MAGNETIC I.D. LOCATION TAPE IS REQUIRED OVER ALL PIPES. TAPE IS TO BE INSTALLED 12" BELOW PROPOSED GRADE.

INSTALLATION

- MAINS SHALL BE INSTALLED IN ACCORDANCE WITH APPLICABLE PROVISIONS OF A.W.W.A. STANDARD SPECIFICATIONS C605—94, OR LATEST REVISION. MANUFACTURER'S INSTRUCTIONS SHALL GOVERN WHEN CONFLICTING WITH AWWA STANDARD SPECIFICATIONS.
- WATER MAINS SHALL CROSS ABOVE SANITARY SEWER, STORM SEWERS, FORCE MAINS, OR RECLAIMED WATER LINES WITH A MINIMUM OF 6" (PREFERABLY 12") VERTICAL SEPARATION.
- WATER MAIN SHALL BE LOCATED AT LEAST 6' (SIX) FEET, (10' (TEN) FEET PREFERRED), HORIZONTALLY FROM ALL SANITARY SEWERS, STORM SEWERS, FORCE MAINS AND RECLAIMED WATER MAINS.
- WHEN THE MINIMUM HORIZONTAL AND VERTICAL CLEARANCES HEREIN SPECIFIED CAN NOT BE OBTAINED, ONLY THOSE ALTERNATE DESIGN SOLUTIONS ACCEPTABLE TO THE "RECOMMENDED STANDARDS FOR WATER WORKS" (LATEST REVISION) SHALL BE USED IF APPROVED BY SLCU.
- PIPE MUST BE LAID IN A TRENCH FREE OF STONES, ROCKS OR OTHER DELETERIOUS MATERIAL TO A DEPTH OF 4" BELOW THE BOTTOM OF THE PIPE. PIPE SHALL BE LAID ON A CONTINUOUS UNIFORM BEDDING. BACKFILL SHALL BE TAMPED IN 4" LIFTS TO ADEQUATELY PROTECT AND SUPPORT THE PIPE. REFERENCE THE TRENCH DETAILS WITHIN THE CONSTRUCTION PLANS.
- MAINS MUST BE INSTALLED WITH A MINIMUM OF 36" OF GROUND COVER AND 42" BELOW ROADS, DRIVEWAY OR PARKING LOTS IN ACCORDANCE WITH DETAILS AND SPECIFICATIONS IN THESE PLANS.

TAPPING SLEEVES/VALVES

- TAPPING SLEEVES SHALL BE MECHANICAL JOINT TYPE WITH DUCTILE IRON OR STAINLESS STEEL BODIES AND HARDWARE PER APPROVED BY SLCU. THE TAPPING VALVE SHALL BE GATE VALVE SPECIFICALLY DESIGNED FOR THE PURPOSE OF TAPPING PRESSURIZED MAINS, AND SHALL BE COMPATIBLE WITH THE TAPPING SLEEVE.

TESTING

- HYDROSTATIC PRESSURE AND LEAKAGE TESTS FOR PVC PIPE SHALL BE PERFORMED IN ACCORDANCE WITH A.W.W.A. STANDARD C—605—94, OR LATEST REVISION. CONTRACTOR SHALL FURNISH ALL GAUGES, METERS, PRESSURE PUMPS AND OTHER EQUIPMENT NECESSARY TO TEST THE LINE. THE ENGINEER OR REPRESENTATIVE SHALL BE PRESENT FOR ALL REQUIRED TESTING AND FINAL INSPECTIONS.
- HYDROSTATIC PRESSURE AND LEAKAGE TESTS FOR DUCTILE IRON PIPE SHALL BE PERFORMED IN ACCORDANCE WITH A.W.W.A. STANDARD C600—99, OR LATEST REVISION. CONTRACTOR SHALL FURNISH ALL GAUGES, METERS, PRESSURE PUMPS AND OTHER EQUIPMENT NECESSARY TO TEST THE LINE. THE ENGINEER OR REPRESENTATIVE SHALL BE PRESENT FOR ALL REQUIRED TESTING AND FINAL INSPECTIONS.

SANITARY SEWER - POLYVINYL CHLORIDE PIPE

GENERAL

- POLYVINYL CHLORIDE (P.V.C.) GRAVITY SEWER PIPE CAN BE USED TO A DEPTH OF SIXTEEN (16) FEET.
- PIPE SHALL BE GREEN IN COLOR.

GRAVITY SEWER PIPE AND FITTINGS

- GRAVITY SEWER LINES AND LATERALS SHALL BE EXTRA STRENGTH POLYVINYL CHLORIDE PIPE AND SHALL CONFORM TO THE LATEST ASTM DESIGNATION D 3034—SDR26, AND MEET ASTM D3212 ON JOINTS USING FLEXIBLE ELASTOMERIC SEALS.
- FITTINGS INSTALLED IN POLYVINYL CHLORIDE PIPE SHALL CONFORM TO THE SAME SPECIFICATIONS AS THE PIPE IN WHICH THEY ARE INSTALLED.
- POLYVINYL CHLORIDE PIPE SHALL BE A MAXIMUM OF TWENTY (20) FEET IN LENGTH AND BE ON THE APPROVED MATERIALS LIST (ST. LUCIE COUNTY DESIGN & CONSTRUCTION STANDARDS).
- MATERIAL SHALL MEET OR EXCEED THE REQUIREMENTS OF ASTM DESIGNATION 1784, TYPE 1, GRADE 1 (12454—B).
- ALL WYES, FITTINGS, LATERALS AND MANHOLE COUPLINGS SHALL BE ON THE APPROVED MATERIALS LIST.
- JOINT SEALS FOR POLYVINYL CHLORIDE PIPE AND FITTINGS SHALL COMPLY WITH ASTM DESIGNATION D3212.
- ALL JOINTS SHALL BE RUBBER GASKETED AND SHALL BE SEALED BY ITS OWN COMPRESSION.
- IN ADDITION TO THE REQUIREMENTS OF ASTM SPECIFICATIONS, THE PIPE SHALL NOT BE OUT—OF—ROUND OR CROOKED IN ALIGNMENT AS DETERMINED BY THE ENGINEER. ANY LENGTH OF SIX (6) INCHES OR GREATER IN DIAMETER WHOSE INSIDE DIAMETERS MEASURED AT RIGHT ANGLES TO EACH OTHER VARY MORE THAN ¼" MAY BE REJECTED.

MARKING

- NUMBER 10 STRANDED CONDUCTOR COPPER TRACE WIRE SHALL BE SPIRAL WRAPPED OR AFFIXED TO THE TOP OF THE PIPE. SEE TRACE WIRE DETAIL M—16 FOR SPECIFICATIONS REGARDING THE INSTALLATION.
- TRACE WIRE IS REQUIRED OVER ALL PIPES.
- A 2" WIDE MAGNETIC I.D. LOCATION TAPE IS REQUIRED OVER ALL PIPES. TAPE IS TO BE INSTALLED 12" BELOW PROPOSED GRADE.

TESTING

- INSPECTION SHALL BE BY USE OF A SELF CONTAINED TELEVISION SYSTEM AND LAMPING, IN ACCORDANCE WITH THE UTILITY STANDARD SPECIFICATIONS (MAINS ONLY).
- EXFILTRATION OR INFILTRATION TESTS WILL BE REQUIRED ON ALL PIPE, AS DETERMINED BY UTILITY DEPARTMENT PERSONNEL. ACCEPTABLE LEAKAGE TESTS WILL NOT EXCEED 50 GALLON/INCH DIAM./DAY/MILE OF SEWER PIPE.

INSTALLATION

- INSTALLATION OF GRAVITY SEWERS SHALL BE CONTROLLED BY USE OF A "LASER" TO MAINTAIN PROPER GRADE.
- PIPE MUST BE LAID IN A TRENCH FREE OF STONES, ROCKS, OR OTHER DELETERIOUS MATERIALS TO A DEPTH OF 6" BELOW THE BOTTOM OF THE PIPE. BACKFILL SHALL BE TAMPED IN 12" LIFTS UP TO THE SURFACE TO ACHIEVE A MINIMUM COMPACTION OF 95% OF THE MAXIMUM DRY DENSITY. DENSITY TESTS SHALL BE PERFORMED ON THE BACKFILL AT A MAXIMUM OF 200 FT. INTERVALS.
- ALL PIPE TO BE INSTALLED WITH A MINIMUM GROUND COVER OF 36".
- PIPE MUST BE WITHIN ±0.2' OF ELEVATION ON DRAWINGS FOR EVERY TWO (2) PIPE JOINTS INSTALLED.
- ALL LATERALS/SERVICES TO BE INSTALLED WITH PERMANENT MAGNETIC MARKERS.
- ALL CHANGE IN DIRECTION SHALL BE ACCOMPLISHED VIA SEWER MANHOLE. (MAINS ONLY)
- CLEAN—OUTS IN LATERAL/SERVICES NOT MORE THAN 75 FEET APART AND AT CHANGE OF DIRECTION.

GENERAL NOTES & SPECIFICATIONS

CLEARING/GRADING/PAVING/DRAINAGE

GENERAL

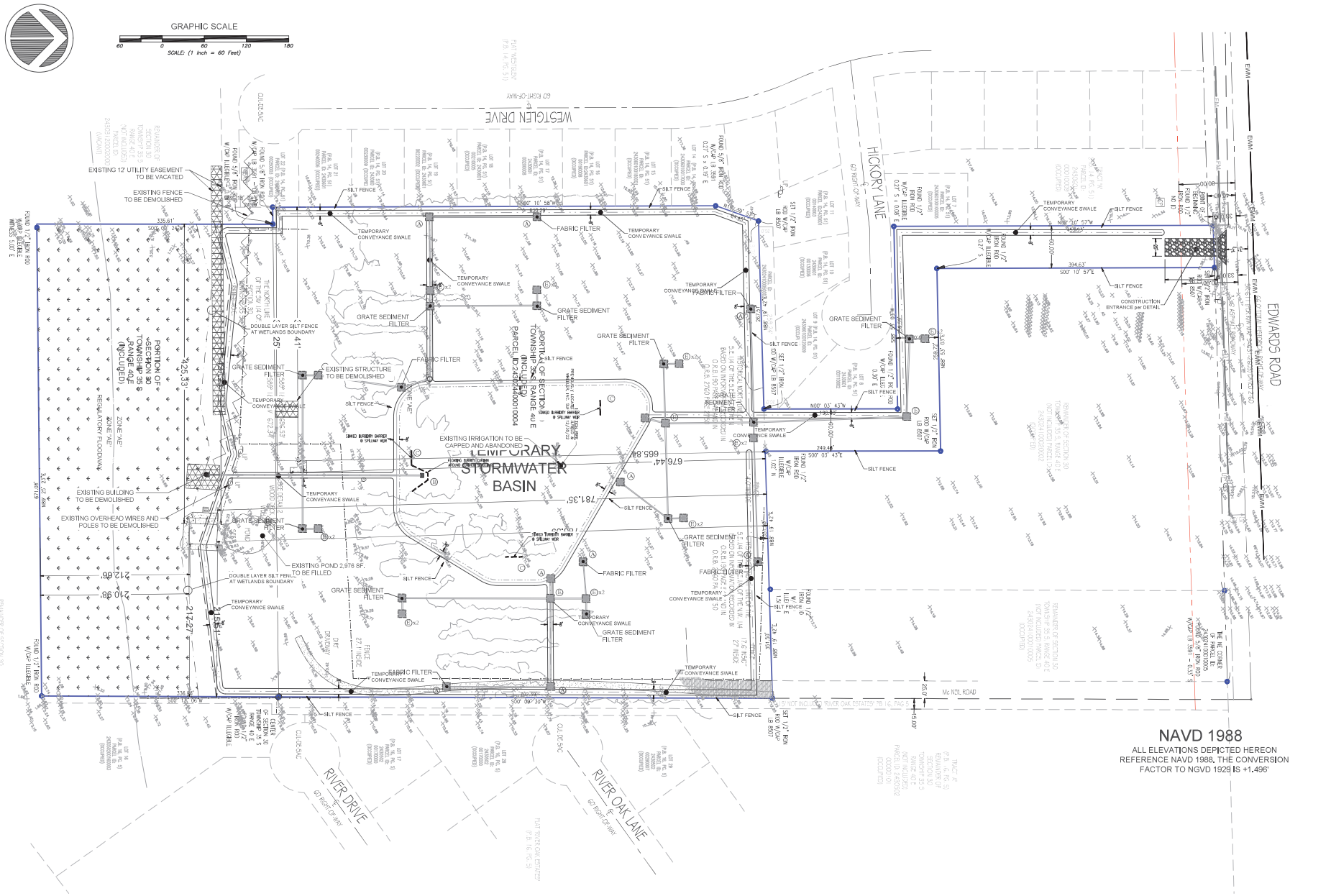
- IT IS INTENDED THAT THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", LATEST REVISIONS, BE USED WHERE APPLICABLE FOR VARIOUS WORK, AND THAT WHERE SUCH WORDING THEREIN REFERS TO THE STATE OF FLORIDA AND ITS DEPARTMENT OF TRANSPORTATION AND PERSONNEL, SUCH WORDING IS INTENDED TO BE REPLACED WITH THAT WORDING WHICH WOULD PROVIDE PROPER TERMINOLOGY, THEREBY MAKING SUCH "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" AS THE "STANDARD SPECIFICATIONS" FOR THIS PROJECT. IN ADDITION THE CONTRACTOR SHALL REFER TO THE "FDOT STANDARD PLANS", LATEST REVISIONS. IF WITHIN THAT PARTICULAR SECTION ANOTHER SECTION, ARTICLE OR PARAGRAPH IS REFERRED TO, IT SHALL BE A PART OF THE STANDARD SPECIFICATIONS, ALSO.
- ALL WORK SHALL BE IN A WORKMANLIKE MANNER AND SHALL CONFORM WITH ALL APPLICABLE CITY, COUNTY, STATE, AND FEDERAL REGULATIONS AND/OR CODES. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND LICENSES REQUIRED TO BEGIN WORK.
- THE CONTRACTOR SHALL GIVE THE ENGINEER 24 HOURS NOTICE PRIOR TO REQUESTING REQUIRED INSPECTIONS AND SHALL SUPPLY ALL EQUIPMENT NECESSARY TO PROPERLY TEST AND INSPECT THE COMPLETED WORK. THE CONTRACTOR SHALL GUARANTEE ALL WORK AND MATERIALS FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE DURING WHICH ALL FAULTY CONSTRUCTION AND/OR MATERIALS SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE.

CLEARING/GRUBBING

- THE CONTRACTOR SHALL COMPLETELY REMOVE AND DISPOSE OF ALL BUILDING, TIMBER, BRUSH, STUMPS, ROOTS, RUBBISH, DEBRIS, INCLUDING SEPTIC TANK, BUILDING FOUNDATIONS, PIPES, ETC., WITHIN THE LIMITS OF THE ROADWAY CONSTRUCTION. ALL AREAS WHERE STRUCTURES WILL BE CONSTRUCTED INCLUDING INLETS, CULVERTS, AND AS OTHERWISE DEPICTED IN THE PLANS, ALL IN ACCORDANCE WITH SECTION 110 OF THE STANDARD SPECIFICATIONS.

GRADING

- THE CONTRACTOR SHALL PERFORM ALL GRADING NECESSARY TO ACHIEVE THE PROPOSED PLAN GRADES. FINAL DRESSING SHALL HAVE A TOLERANCE OF 0.2 FEET FROM THE PLAN CROSS SECTIONS. GRADING SHALL INCLUDE ALL SHAPING, ROUGH GRADING, ROADWAY EXCAVATION, AND FINAL DRESSING REQUIRED FOR THE PROPOSED ROADWAY AND ROAD EMBANKMENTS WITHIN THE LIMITS DEPICTED IN THE PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE FINISHED



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VERO BEACH, FL 32960
PHONE: (772) 569-6006
FBPE C.O.A. # 32708

REVISIONS: BY: DATE: COMMENT:

NOT FOR CONSTRUCTION

PROJECT:
4945 EDWARDS ROAD MULTI-FAMILY PD PLAN
FT. PIERCE, FLORIDA

CLIENT:
CAPITAL INVESTMENTS REAL ESTATE CORP.
WEST PALM BEACH FLORIDA, 33407

BLAINE ROBERT BERGSTRESSER LICENSE NO. 84598 STATE OF FLORIDA PROFESSIONAL ENGINEER

BLAINE BERGSTRESSER, P.E.
FLORIDA LICENSE No. 84598
02/24/2022

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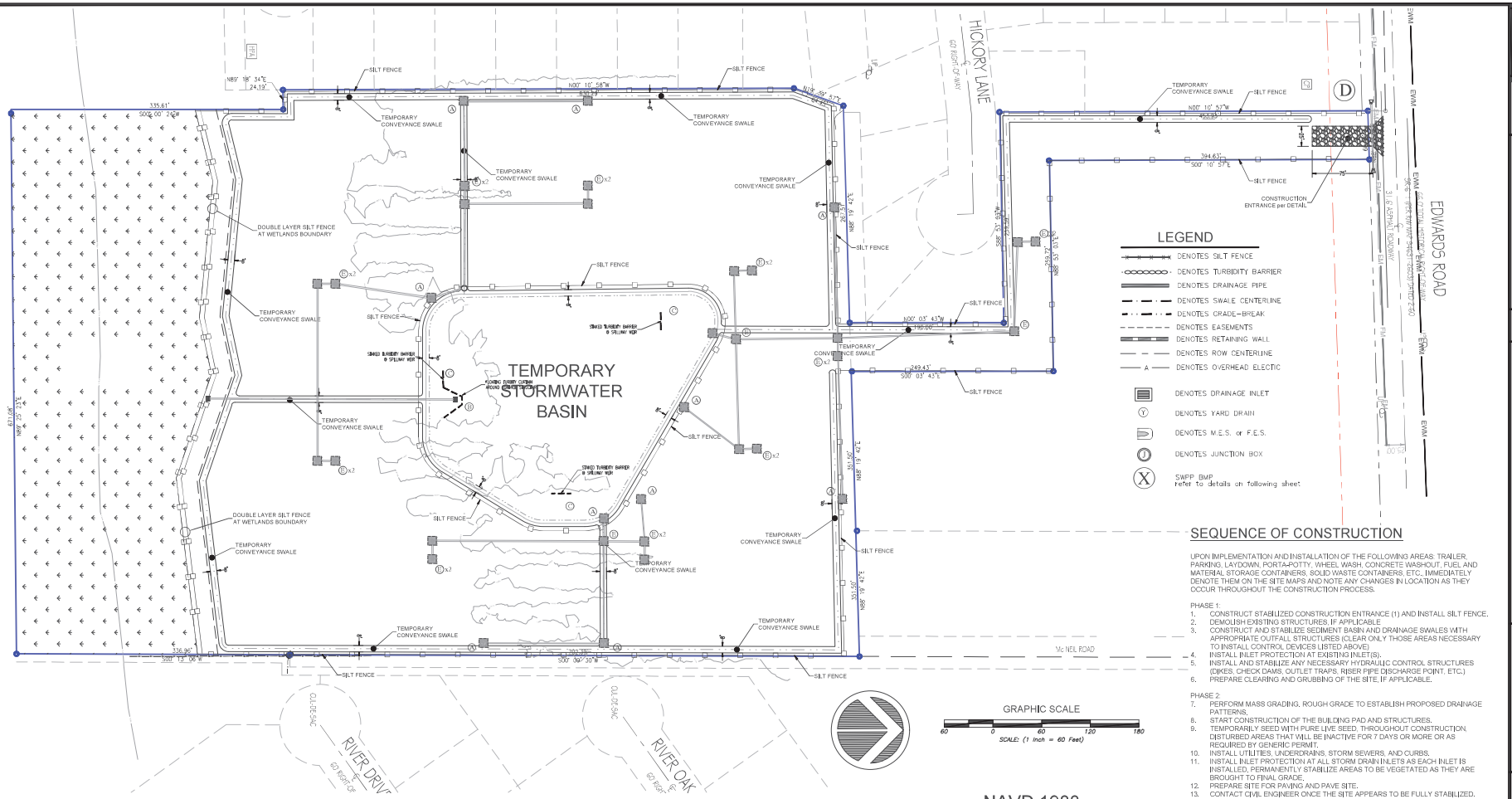
PROJECT No.: 24-1003
DRAWN BY: SCB
CHECKED BY: BRB
DATE: 04/22/2023
CAD I.D.: 24-1003-04-C-001-42SP.DWG

SHEET TITLE:
EXISTING CONDITIONS & DEMOLITION PLAN

SHEET NUMBER:
C-102



SEQUENCE OF CONSTRUCTION

UPON IMPLEMENTATION AND INSTALLATION OF THE FOLLOWING AREAS: TRAILER PARKING, LAYDOWN, PORTA-POTTY, WHEEL WASH, CONCRETE WASHOUT, FUEL AND MATERIAL STORAGE CONTAINERS, SOLID WASTE CONTAINERS, ETC., IMMEDIATELY DENOTE THEM ON THE SITE MAPS AND NOTE ANY CHANGES IN LOCATION AS THEY OCCUR THROUGHOUT THE CONSTRUCTION PROCESS.

PHASE 1:

1. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE (1) AND INSTALL SILT FENCE.
2. DEMOLISH EXISTING STRUCTURES, IF APPLICABLE
3. CONSTRUCT AND STABILIZE SEDIMENT BASIN AND DRAINAGE SWALES WITH APPROPRIATE OUTFALL STRUCTURES (CLEAR ONLY THOSE AREAS NECESSARY TO INSTALL CONTROL DEVICES LISTED ABOVE)
4. INSTALL INLET PROTECTION AT EXISTING INLET(S).
5. INSTALL AND STABILIZE ANY NECESSARY HYDRAULIC CONTROL STRUCTURES (DIKES, CHECK DAMS, OUTLET TRAPS, RISER PIPE DISCHARGE POINT, ETC.)
6. PREPARE CLEARING AND GRUBBING OF THE SITE, IF APPLICABLE.

PHASE 2:

7. PERFORM MASS GRADING, ROUGH GRADE TO ESTABLISH PROPOSED DRAINAGE PATTERNS.
8. START CONSTRUCTION OF THE BUILDING PAD AND STRUCTURES.
9. TEMPORARILY SEED WITH PURE LIVE SEED, THROUGHOUT CONSTRUCTION, DISTURBED AREAS THAT WILL BE INACTIVE FOR 7 DAYS OR MORE OR AS REQUIRED BY GENERIC PERMIT.
10. INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, AND CURBS.
11. INSTALL INLET PROTECTION AT ALL STORM DRAIN INLETS AS EACH INLET IS INSTALLED, PERMANENTLY STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE.
12. PREPARE SITE FOR PAVING AND PAVE SITE.
13. CONTACT CIVIL ENGINEER ONCE THE SITE APPEARS TO BE FULLY STABILIZED.
14. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER INSPECTION AND APPROVAL OF THE ENGINEER AND STABILIZE ANY AREA DISTURBED BY THE REMOVAL OF BMPS.
15. CONTINUE DAILY INSPECTION REPORTS UNTIL THE FINAL DAILY INSPECTION IS SIGNED OFF BY THE CONSTRUCTION MANAGER THAT THE SITE IS FULLY STABILIZED AND THE PERMIT MAY BE TERMINATED.

HALT ALL ACTIVITIES AND CONTACT THE CONSULTANT TO PERFORM INSPECTION AND CERTIFICATION OF BMPS. GENERAL CONTRACTOR SHALL SCHEDULE AND CONDUCT STORM WATER PRE-CONSTRUCTION MEETING WITH CONSULTANT AND ALL GROUND-DISTURBING CONTRACTORS BEFORE PROCEEDING WITH CONSTRUCTION.

CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING ALL DEWATERING PERMITS NECESSARY FOR CONSTRUCTION

THE PRESENCE OF GROUNDWATER SHOULD BE ANTICIPATED ON THIS PROJECT. CONTRACTOR'S BID SHALL INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE.

SITE PREPARATION SHOULD BE IN ACCORDANCE WITH GEOTECHNICAL INVESTIGATION

NAVD 1988

ALL ELEVATIONS DEPICTED HEREON REFERENCE NAVD 1988. THE CONVERSION FACTOR TO NGVD 1929 IS +1.496'

SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

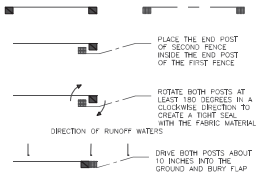
NOTE: GENERAL CONTRACTOR TO COMPLETE TABLE WITH THEIR SPECIFIC PROJECT SCHEDULE

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																								

MAINTENANCE

ALL MEASURES STATED ON THIS SITE MAP, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON IN ACCORDANCE WITH THE CONTRACT DOCUMENTS OR THE APPLICABLE PERMIT, WHICHEVER IS MORE STRINGENT, 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 SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RESEEDED AS NEEDED.
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 EXITS 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 EXITS 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 AREA AS CONDITIONS DEMAND.
6. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITION AT ALL TIMES. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 50%.



ATTACHING TWO SILT FENCES

N.T.S.

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PHONE (772) 584-0008
FBPE COA # 32708

REVISIONS:

NO.	BY:	DATE:	COMMENT

NOT FOR CONSTRUCTION

PROJECT:
4945 EDWARDS ROAD MULTI-FAMILY
PD PLAN
FT. PIERCE, FLORIDA

CLIENT:
CAPITAL INVESTMENTS REAL ESTATE CORP.
WEST PALM BEACH FLORIDA 33407



BLAINE BERGOSTRESSER, P.E.
FLORIDA LICENSE No. 84598
02/24/2022

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PROJECT No.: 24-1003
DRAWN BY: SCB
CHECKED BY: BRB
DATE: 04/22/2025
CAD I.D.: 24-1003-ECO-PZ-250422

SHEET TITLE:
PHASE ONE EROSION CONTROL PLAN

SHEET NUMBER:
C-103

Plotted on Thursday, September 18, 2025, 3:23 PM by Scott Barnard
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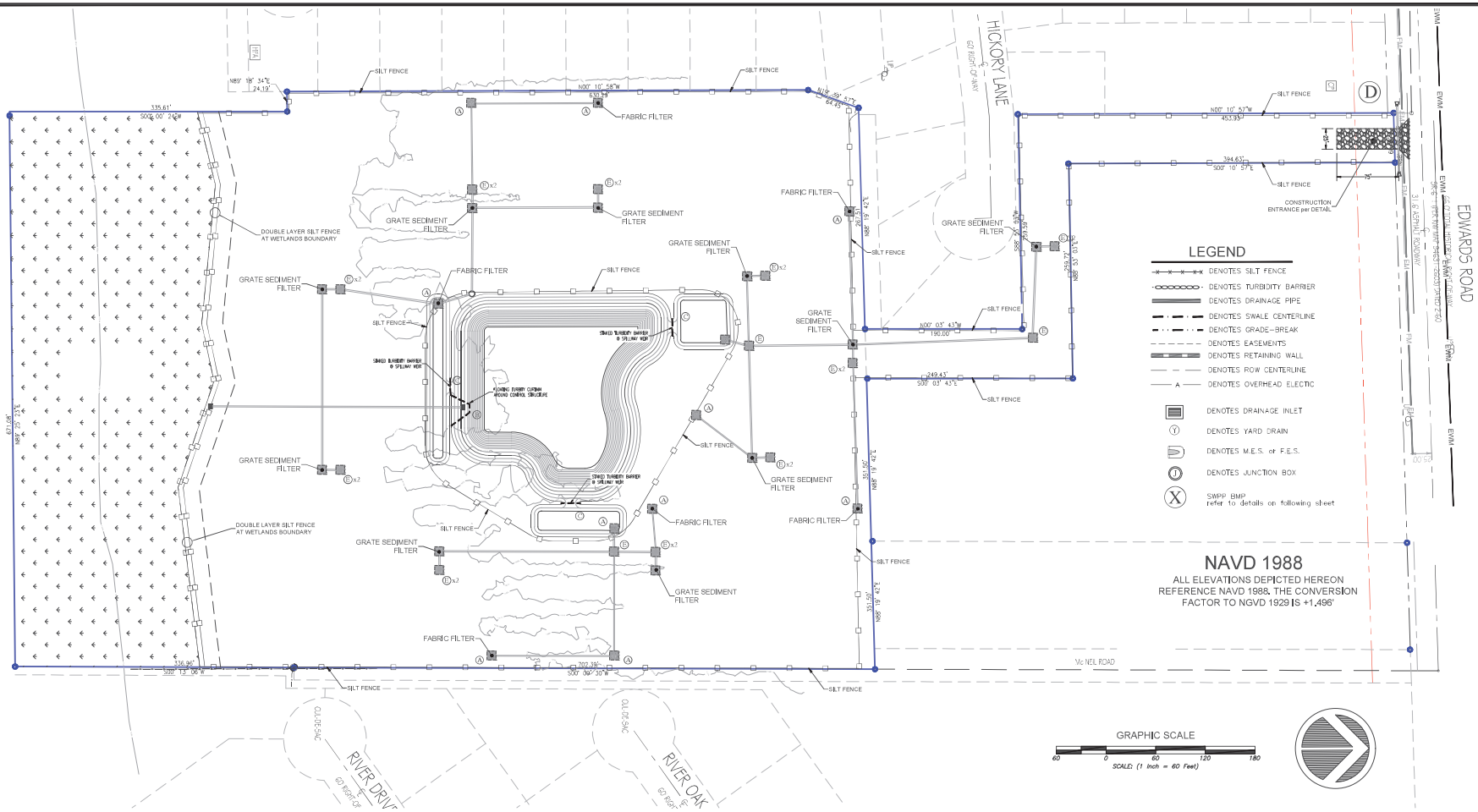

SILT FENCE APPLICATION NOTES

1. THE HEIGHT OF SILT FENCE SHALL NOT EXCEED 36 INCHES (90CM).
2. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLE CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHALL BE SPLICED AS DESCRIBED IN ITEM 8 BELOW.
3. POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET (3M) APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 12 INCHES (30 CM). WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL NOT EXCEED 6 FT (1.8M).
4. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES (10CM) WIDE AND 6 INCHES (10CM) DEEP ALONG THE LINES OF POSTS AND UPSLOPE FROM THE BARRIER.
5. WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH (25MM) LONG, TIE WIRES, OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES (5CM) AND SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
6. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 8 INCHES (20CM) OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
7. WHEN EXTRA STRENGTH FILTER FABRIC AND CLOSER POST SPACINGS ARE USED, THE WIRE MESH SUPPORT FENCE MAY BE ELIMINATED. IN SUCH A CASE, THE FILTER FABRIC IS STAPLED OR WIRED DIRECTLY TO THE POSTS WITH ALL OTHER PROVISIONS OF ITEM NO.6 APPLYING.
8. WHEN ATTACHING TWO SILT FENCES TOGETHER, PLACE THE END POST OF THE SECOND FENCE INSIDE THE END POST OF THE FIRST FENCE. ROTATE BOTH THE POSTS AT LEAST 180 DEGREES IN A CLOCKWISE DIRECTION TO CREATE A TIGHT SEAL WITH THE FILTER FABRIC. DRIVE BOTH POSTS INTO THE GROUND AND BURY THE FLAP.
9. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER FABRIC.
10. THE MOST EFFECTIVE APPLICATION CONSISTS OF A DOUBLE ROW OF SILT FENCES SPACED A MINIMUM OF THREE FEET APART. THE THREE FOOT SEPARATION IS SO THAT IF THE FIRST ROW COLLAPSES IT WILL NOT FALL ON THE SECOND ROW. WIRE OR SYNTHETIC MESH MAY BE USED TO REINFORCE THE FIRST ROW.
11. WHEN USED TO CONTROL SEDIMENTS FROM A STEEP SLOPE, SILT FENCES SHOULD BE PLACED AWAY FROM THE TOE OF THE SLOPE FOR INCREASED HOLDING CAPACITY.
12. SILT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.

EROSION CONTROL NOTES

1. SEDIMENT BASINS AND TRAPS, PERIMETER DIKES, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE UP-SLOPE LAND DISTURBANCE TAKES PLACE.
2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING OR FLOATING ON TO ADJACENT PROPERTIES.
3. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN (7) DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN (7) DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN 30 DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT UNDISTURBED FOR MORE THAN ONE YEAR.
4. DURING CONSTRUCTION OF THE PROJECT, SOIL STOCK PILES SHALL BE STABILIZED, COVERED OR CONTAINED WITH SEDIMENT TRAPPING MEASURES. THE APPLICANT IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE AS WELL AS SOIL INTENTIONALLY TRANSPORTED FROM THE PROJECT SITE.
5. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS NOT OTHERWISE PERMANENTLY STABILIZED.
6. AFTER ANY SIGNIFICANT RAINFALL, SEDIMENT CONTROL STRUCTURES WILL BE INSPECTED FOR INTEGRITY. ANY DAMAGED DEVICES SHALL BE CORRECTED IMMEDIATELY.
7. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME, SLOPE DRAIN STRUCTURE OR APPROVED CONTROL.
8. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM WATER SYSTEM, DITCH OR CHANNEL. ALL STORM WATER INLETS THAT ARE MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT.
9. WHEN WORK IN A LIVE WATERCOURSE IS PERFORMED, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE ENCROACHMENT, CONTROL SEDIMENT TRANSPORT AND STABILIZE THE WORK AREA TO THE GREATEST EXTENT POSSIBLE DURING CONSTRUCTION.
10. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE DEVELOPER, OWNER AND/OR CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT CONTROLS. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
11. WHERE CONSTRUCTION VEHICLE ACCESS ROUTES INTERSECT PAVED PUBLIC ROADS, PROVISIONS SHALL BE MADE TO MINIMIZE THE TRANSPORT OF SEDIMENT BY TRACKING ONTO THE PAVED SURFACE. WHERE SEDIMENT IS TRANSPORTED ONTO A PUBLIC ROAD SURFACE WITH CURBS AND GUTTERS, THE ROAD SHALL BE CLEANED THOROUGHLY AT THE END OF EACH DAY. SEDIMENT SHALL BE REMOVED FROM THE ROADS BY SHOVELING OR SWEEPING AND TRANSPORTED TO A SEDIMENT CONTROL DISPOSAL AREA. STREET WASHING SHALL BE ALLOWED ONLY AFTER SEDIMENT IS REMOVED IN THIS MANNER. THIS PROVISION SHALL APPLY TO INDIVIDUAL SUBDIVISION LOTS AS WELL AS TO LARGER LAND DISTURBING ACTIVITIES.
12. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.
13. PROPERTIES AND WATERWAYS DOWNSTREAM FROM CONSTRUCTION SITES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND EROSION AT ALL TIMES DURING CONSTRUCTION.
14. EROSION CONTROL DESIGN AND CONSTRUCTION SHALL FOLLOW THE REQUIREMENTS IN INDEX NUMBERS 101, 102 AND 103 OF F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS AND COUNTY PERMITS.
15. CONTRACTOR IS RESPONSIBLE FOR ALL SURFACE WATER DISCHARGES, RAINFALL RUN OFF OR DEWATERING ACTIVITIES.
16. CONTRACTOR MUST INCORPORATE ALL BMP'S NECESSARY TO MEET OR EXCEED STATE WATER QUALITY AND SWPPP REQUIREMENTS.
17. THE POLLUTION PREVENTION PLAN IS A MINIMUM GUIDELINE ONLY. ADDITIONAL BMP'S MAY BE NECESSARY AT CONTRACTOR'S EXPENSE.
18. NOI TO BE POSTED ON SITE.
19. DEWATERING ACTIVITIES:
    A -DISCHARGE MUST NOT EXCEED STATE WATER QUALITY STANDARDS.
    B -CONTRACTOR MUST HAVE A TRANSFERABLE SURWMD CONSUMPTIVE USE PERMIT KNOWN AS A "NOTICED GENERAL PERMIT FOR SHORT TERM CONSTRUCTION DE-WATERING".
    C -NO HYDRAULIC PUMPS MAY BE USED FOR DEWATERING UNLESS APPROVED BY THE WATER MANAGEMENT DISTRICT FOR THAT AREA.
    D -NO TURBID DISCHARGE. TURBIDITY READINGS ARE REQUIRED ONCE A WEEK AND MUST BE REPORTED TO THE PROJECT ENGINEER.

KMA
ENGINEERING & SURVEYING, LLC.
3981 10TH AVE, SUITE 101
VERO BEACH, FL 32960
PHONE: (772) 584-0008
FBPE COA # 32708

REVISIONS:
NO. BY: DATE: COMMENT

NOT FOR CONSTRUCTION

PROJECT:
4945 EDWARDS ROAD MULTI-FAMILY
PD PLAN
FT. PIERCE, FLORIDA

CLIENT:
CAPITAL INVESTMENTS
REAL ESTATE CORP.
WEST PALM BEACH
FLORIDA, 33407

STATE OF FLORIDA PROFESSIONAL ENGINEER
LICENSE NO. 84598
ROBERT BERGSTRESSER

BLAINE BERGSTRESSER, P.E.
FLORIDA LICENSE No. 84598
02/24/2022

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Sunshine One-Call of Florida, Inc.
www.callsunshine.com

PROJECT No.: 24-1003
DRAWN BY: SCB
CHECKED BY: BRB
DATE: 04/22/2025
CAD I.D.: 24-1003-C-104-25-0410

SHEET TITLE:
PHASE TWO
EROSION CONTROL
PLAN

SHEET NUMBER:
C-104

Plotted on Thursday, September 19, 2025, 3:23 PM by Scott Samuel

Section 1	Project Name and location information:	SUNSET GARDENS 4945 EDWARDS ROAD Ft. Pierce, Florida
Section 2	Describe the nature of the construction activity:	Construction activities consist of the development of a 13.70 AC residential SUBDIVISION w/ 112 TOWNHOME units and related infrastructure within St. Lucie County, Florida.
Section 3	Describe the intended sequence of major soil disturbing activities:	- 0-2 DAYS - SITE PREP and STABILIZED CONSTRUCTION ENTRANCE - 3-5 DAYS - INSTALL PERIMETER SEDIMENT AND EROSION CONTROLS - 7-60 DAYS - INSTALL STORMWATER RETENTION BASIN - 7-10 DAYS - CLEARING/GRUBBING OVER ALL AREAS - 11-90 DAYS - SITE GRADING - 90-150 DAYS - INSTALL STORM SEWER AND UTILITIES - 150-180 DAYS - STABILIZE SITE
Section 4	Total area of the site:	17.58 AC
Section 5	Total area of the site to be disturbed:	13.70 AC
Section 6	Existing data describing the soil or quality of any stormwater discharge from the site:	The soils on site are mostly sand, consisting of Ankona and Farmton, Wavetand and Immokalee sands.
Section 7	Estimate the drainage area size for each discharge point:	13.70 AC
Section 8	Latitude and longitude of each discharge point and identify the receiving water or MS4 for each discharge point:	LAT: 27° 24' 17.3" N LON: 80° 22' 31.8" W Discharges through control structure into existing swale to the south of the site.
Section 9	Give a detailed description of all controls, Best Management Practices (BMPs) and measures that will be implemented at the construction site for each activity identified in the intended sequence of major soil disturbing activities section. Provide time frames in which the controls will be implemented. NOTE: All controls shall be consistent with performance standards for erosion and sediment control and stormwater treatment set forth in s. 62-40.432, F.A.C., the applicable Stormwater or Environmental Resource Permitting requirements of the Department or a Water Management District, and the guidelines contained in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual, FDOT, FDEP, and any subsequent amendments.	
		PHASE I 1. *INSTALL STABILIZED CONSTRUCTION EXIT(S) AND SWPPP ENTRANCE SIGN.* 2. *INSTALL SILT FENCE(S) ON THE SITE (CLEAR ONLY THOSE AREAS NECESSARY TO INSTALL SILT FENCE).* 3. PREPARE TEMPORARY PARKING AND STORAGE AREA. 4. ORANGE PROTECTIVE FENCE AROUND ANY LAND TO BE PRESERVED IF NECESSARY, INCLUDING TREES/WETLANDS. 5. *INSTALL AND STABILIZE HYDRAULIC CONTROL STRUCTURES (SWALES, CHECK DAMS, ETC.).* 6. BEGIN CLEARING AND GRUBBING THE SITE. 7. BEGIN GRADING THE SITE.
Section 10	Describe all temporary and permanent stabilization practices. Stabilization practices include temporary seeding, mulching, permanent seeding, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, vegetative preservations, etc:	
	1. PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUDED AREAS WITHIN SEVEN (7) DAYS AFTER FINAL GRADE IS REACHED ON ANY PORTION OF THE SITE. TEMPORARY SOIL STABILIZATION SHALL BE APPLIED WITHIN SEVEN (7) DAYS TO DENUDED AREAS THAT MAY NOT BE AT FINAL GRADE BUT WILL REMAIN UNDISTURBED FOR LONGER THAN 30 DAYS. PERMANENT STABILIZATION SHALL BE APPLIED TO AREAS THAT ARE TO BE LEFT UNDISTURBED FOR MORE THAN ONE YEAR. 2. DURING CONSTRUCTION OF THE PROJECT, SOIL STOCK PILES SHALL BE STABILIZED, COVERED OR CONTAINED WITH SEDIMENT TRAPPING MEASURES. THE APPLICANT IS RESPONSIBLE FOR THE TEMPORARY PROTECTION AND PERMANENT STABILIZATION OF ALL SOIL STOCKPILES ON SITE AS WELL AS SOIL INTENTIONALLY TRANSPORTED FROM THE PROJECT SITE. 3. A PERMANENT VEGETATIVE COVER SHALL BE ESTABLISHED ON DENUDED AREAS NOT OTHERWISE PERMANENTLY STABILIZED. 4. WHEN WORK IN A LIVE WATERCOURSE IS PERFORMED, PRECAUTIONS SHALL BE TAKEN TO MINIMIZE ENCROACHMENT. CONTROL SEDIMENT TRANSPORT AND STABILIZE THE WORK AREA TO THE GREATEST EXTENT POSSIBLE DURING CONSTRUCTION. 5. ALL CLEARED AREAS WILL RECEIVE SEED AND MULCH WITHIN 7 DAYS IF NO CONSTRUCTION ACTIVITIES ARE TAKING PLACE OR PLANNED FOR 7 DAYS OR MORE AND/OR COMPLETION OF A PHASE OF GRADING. 6. VEGETATIVE COVER OR OTHER EROSION CONTROL DEVICES OR STRUCTURES USED TO MEET THESE REQUIREMENTS SHALL BE PROPERLY MAINTAINED DURING AND AFTER CONSTRUCTION.
Section 11	Describe all structural controls to be implemented to divert stormwater flow from exposed soils and structural practices to store flows, retain sediment on-site or to prevent any other way limit stormwater runoff. These controls include silt fences, earth dikes, diversions, swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, coagulating agents and temporary or permanent sediment basins:	
	1. SEDIMENT BASINS AND TRAPS, PERIMETER DIKES, SEDIMENT BARRIERS AND OTHER MEASURES INTENDED TO TRAP SEDIMENT SHALL BE CONSTRUCTED AS A FIRST STEP IN ANY LAND DISTURBING ACTIVITY AND SHALL BE MADE FUNCTIONAL BEFORE UPLSLOPE LAND DISTURBANCE TAKES PLACE. 2. ALL SEDIMENT CONTROL MEASURES ARE TO BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION AND BE CONSTRUCTED PRIOR TO ANY GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIAL ON BALANCE OF SITE. PERIMETER SEDIMENT BARRIERS SHALL BE CONSTRUCTED TO PREVENT SEDIMENT OR TRASH FROM FLOWING OR FLOATING ON TO ADJACENT PROPERTIES. 3. CONCENTRATED RUNOFF SHALL NOT FLOW DOWN CUT OR FILL SLOPES UNLESS CONTAINED WITHIN AN ADEQUATE TEMPORARY OR PERMANENT CHANNEL, FLUME, SLOPE DRAIN STRUCTURE OR APPROVED CONTROL. 4. SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM WATER SYSTEM, DITCH OR CHANNEL. ALL STORM WATER INLETS THAT ARE MADE OPERABLE DURING CONSTRUCTION SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER CANNOT ENTER THE CONVEYANCE SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT. 5. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE REMOVED WITHIN 30 DAYS AFTER FINAL SITE STABILIZATION OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED. 6. PROPERTIES AND WATERWAYS DOWNSTREAM FROM CONSTRUCTION SITES SHALL BE PROTECTED FROM SEDIMENT DEPOSITION AND EROSION AT ALL TIMES DURING CONSTRUCTION. 7. ALL STORM SEWER INLET GRATES TO BE COVERED WITH FILTER FABRIC DURING CONSTRUCTION. 8. CUT AND FILL SLOPES TO BE CONSTRUCTED IN A MANNER THAT WILL MINIMIZE EROSION. SILT FENCES TO BE USED WHERE NECESSARY. 9. SILT FENCE INSTALLATION SHALL BE IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 102. 10. FLOATING TURBIDITY BARRIER INSTALLATION SHALL BE IN ACCORDANCE WITH THE FDOT STANDARD INDEX NO. 103. 11. THE ANGLE FOR GRADED SLOPES AND FILLS SHALL NOT BE GREATER THAN THE ANGLE WHICH CAN BE RETAINED BY VEGETATIVE COVER, OR OTHER ADEQUATE EROSION CONTROL DEVICES OR STRUCTURE (GENERALLY 4:1 OR LESS). SLOPES LEFT EXPOSED WILL, WITHIN SEVEN 97) WORKING DAYS OF COMPLETION OF ANY PHASE OF GRADING, BE PLANTED OR OTHERWISE PROVIDED WITH GROUND COVER, DEVICES, OR STRUCTURES SUFFICIENT TO RESTRAIN EROSION. 12. PERIODIC INSPECTION AND MAINTENANCE OF ALL SEDIMENT CONTROL STRUCTURES MUST BE PROVIDED TO ENSURE INTENDED PURPOSE IS ACCOMPLISHED. THE DEVELOPER, OWNER AND/OR CONTRACTOR SHALL BE CONTINUALLY RESPONSIBLE FOR ALL SEDIMENT CONTROLS. SEDIMENT CONTROL MEASURES SHALL BE IN WORKING CONDITION AT THE END OF EACH WORKING DAY.
Section 12	Describe all sediment basins to be implemented for areas that will disturb 10 or more acres at one time. The sediment basins (or an equivalent alternative) should be able to provide 3,600 cubic feet of storage for each acre drained. Temporary sediment basins (or an equivalent alternative) are recommended for drainage areas under 10 acres:	
Section 13	Describe all permanent stormwater management controls such as, but not limited to, detention or retention systems or vegetated swales that will be installed during the construction process.	

RESPONSIBLE ENTITIES

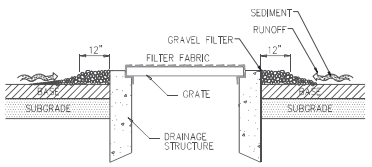
THE SWPPP MUST CLEARLY IDENTIFY, FOR EACH MEASURE IDENTIFIED WITHIN THE SWPPP, THE CONTRACTOR(S) OR SUBCONTRACTOR(S) THAT WILL IMPLEMENT EACH MEASURE, ALL CONTRACTOR(S) AND SUBCONTRACTOR(S) THAT WILL BE RESPONSIBLE FOR THE IMPLEMENTATION AND MAINTENANCE OF THE MEASURES IDENTIFIED IN THE SWPPP MUST SIGN THE FOLLOWIN CERTIFICATION.

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THERE UNDER."

Section 14	Waste disposal, this may include construction debris, chemicals, litter, and sanitary wastes:	All construction materials and debris will be placed in a dumpster and hauled off site to a landfill or other proper disposal site. No materials will be buried on site.
Section 15	Offsite vehicle tracking from construction entrances/exits:	Off site vehicle tracking of sediments and dust generation will be minimized via a rock construction entrance, street sweeping and the use of water to keep dust down.
Section 16	The proper application rates of all fertilizers, herbicides and pesticides used at the construction site:	Florida-friendly fertilizers and pesticides will be used at a minimum and in accordance with the manufacturer's suggested application rates.
Section 17	The storage, application, generation and ingestion of all toxic substances:	All paints and other chemicals will be stored in a locked covered shed.
Section 18	Other:	Port-o-lets will be placed away from storm sewer systems, storm inlet(s), surface waters and wetlands. No vehicle maintenance shall be conducted on-site. A washdown area shall be designated at all times and will not be located in any area that will allow for the discharge of polluted runoff.
Section 19	Provide a detailed description of the maintenance plan for all structural and non-structural controls to assure that they remain in good and effective operating condition.	
	Contractor shall provide routine maintenance of permanent and temporary sediment and erosion control features in accordance with the technical specifications or as follows, whichever is more stringent: • Silt fence shall be inspected at least weekly. Any required repairs shall be made immediately. Sediment deposits shall be removed when they reach approximately one-half the height of the barrier. • Maintenance shall be performed on the rock entrance when any void spaces are full of sediment. • Inlet(s)/outfalls shall be inspected immediately after each rain event and any required repairs to the filter inlets, silt fence, or filter fabric shall be performed immediately. • Bare areas of the site that were previously seeded shall be reseeded per manufactures' instructions. • Mulch and sod that has been washed out shall be replaced immediately. • Maintain all other areas of the site with proper controls as necessary.	
Section 20	Inspections: Describe the inspection and inspection documentation procedures, as required by the FDEP NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities.	
	Qualified personnel will inspect all points of discharges, all disturbed areas of construction that have not been stabalized, constructed aces and locations where vehicles enter and exit the site, and all BMPs at least once every 7 calendar days and within 24 hours of the end of a rainfall event that is 0.5 inches or greater. Where sites have been finally stabalized, and inspections shall be conducted at least once every month until the Notice of Termination is filed.	
Section 21	Identify and describe all sources of non-stormwater discharges as allowed by the FDEP NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities.	
	1. Contractor is responsible for all surface water discharges, rainfall run off or dewatering activities. 2. Contractor must incorporate all BMP's necessary to meet or exceed state water quality and SWPPPP requirements. 3. Dewatering from construction activities shall be maintained onsite with no discharge to surface waters of the state or MS4 systems.	
Section 22	All contractor(s) and subcontractor(s) identified in the SWPPP must sign the following certification:	
	"I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder."	

NOTE: CONTRACTOR SHALL FILL OUT THE RESPONSIBLE ENTITIES THE FOLLOWING TABLE...

Section 22	Name	Title	Company Name, Address and Phone Number	Date



THIS METHOD OF INLET PROTECTION IS APPLICABLE AT DITCH BOTTOM INLETS USED IN VEHICLE USE AREAS, WHERE STAKED SEDIMENT FILTER IN NOT PRACTICAL.

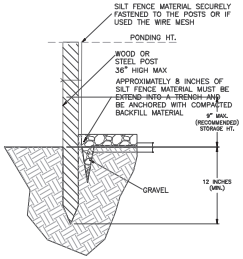
GRAVEL GRATE INLET SEDIMENT FILTER (E)
N.T.S.

NAVD 1988

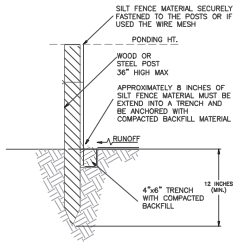
ALL ELEVATIONS DEPICTED HEREON REFERENCE NAVD 1988

FILTER FABRIC NOTES:

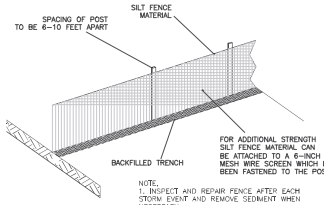
1. FILTER BARRIERS SHALL BE CONSTRUCTED AT THE FOLLOWING LOCATIONS TO INTERCEPT AND DETAIN SEDIMENT FROM DISTURBED AREAS DURING CONSTRUCTION OPERATIONS FROM ENTERING EXISTING WETLANDS, DITCHES, OR RECEIVING WATERS.
   1.A. AT THE PERIMETER OF ALL EXISTING WETLANDS THAT ARE BELOW DISTURBED AREAS WHERE EROSION COULD OCCUR DURING CONSTRUCTION OPERATIONS, AND AT THE LIMITS OF FILL OF EXISTING WETLANDS.
   1.B. AT THE PERIMETER OF ALL INLETS IMMEDIATELY FOLLOWING THE INSTALLATION AND BACKFILLING OF EACH INLET.
   1.C. AT ALL EXISTING DITCHES THAT TRAVERSE THE PROJECT SITE, A FILTER BARRIER SHALL BE CONSTRUCTED AT THE DOWNSTREAM PROPERTY LINE.
   1.D. AT ALL OTHER LOCATIONS DEPICTED ON THE PLANS OR AS REQUESTED IN THE FIELD BY THE PROJECT ENGINEER.
2. FLOATING SILT BARRIERS SHALL BE INSTALLED AROUND THE POINT OF DISCHARGE TO A WATER BODY. THE BARRIERS SHALL BE REGULARLY CHECKED AND MAINTAINED TO ENSURE ADEQUATE FUNCTION UNTIL ALL PAVEMENT SURFACES ARE COMPLETE AND ALL SWALED AREAS HAVE GRASS COVER.
3. IN LIEU OF SEED AND MULCH, SOD ALL AREAS THAT ARE PRONE TO EXCESSIVE EROSION, INCLUDING AREAS ADJACENT TO CULVERT ENDS, DISCHARGE STRUCTURES, FLUMES, ETC.
4. PROVIDE 18" MIN. WIDE STRIP OF SOD ADJACENT TO THE EDGE OF ALL NEW PAVED SURFACES.



ALTERNATE DETAIL
TRENCH WITH GRAVEL
N.T.S.

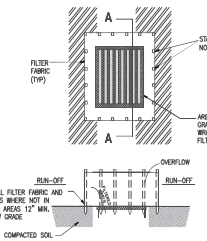


STANDARD DETAIL
TRENCH WITH NATIVE BACKFILL
N.T.S.



NOTE,
1. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY.
2. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.
3. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.

FABRIC SILT FENCE
N.T.S.

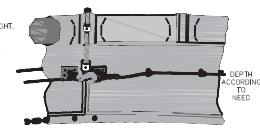


1. FABRIC SHALL BE CUT FROM A CONTINUOUS ROLL TO AVOID JOINTS.
2. STAKES SHALL BE 2"X4"(5 cmx10 cm) WOOD (PREFERRED) OR EQUIVALENT METAL WITH A MINIMUM LENGTH OF 3-FEET (90 cm).
3. STAPLES SHALL BE OF HEAVY DUTY WIRE AT LEAST 1/2-INCH (13 mm) LONG.
4. STAPLES SHALL BE SPACED AROUND THE PERIMETER OF THE INLET A MAXIMUM OF 3-FEET (90 cm) APART AND SECURELY DRIVEN INTO THE GROUND MINIMUM OF 8-INCHES (20 cm). A FRAME OF 2"X4" (5 cm x 10 cm) WOOD SHALL BE CONSTRUCTED AROUND THE TOP OF THE STAKES FOR PROPER STABILITY.
5. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4-INCHES (10cm) WIDE AND 4-INCHES (10cm) DEEP AROUND THE OUTSIDE PERIMETER OF THE STAKES.
6. THE FILTER SHALL BE STAPLED TO THE WOODEN STAKES, AND 8-INCHES (20cm) OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE HEIGHT OF THE FILTER BARRIER SHALL BE A MINIMUM OF 16- INCHES (38cm) AND SHALL NOT EXCEED 18-INCHES (45cm).
7. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER.

FABRIC DROP INLET SEDIMENT FILTER (A)
N.T.S.

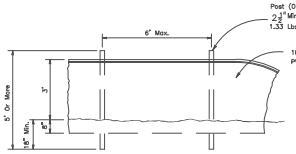
SPECIFICATIONS:

FABRIC:	HIGH STRENGTH NYLON REINFORCED VINYL, HIGH VISIBILITY YELLOW, 22 OZ. /YD WEIGHT.
CONNECTOR:	SNAP HOOKS AND RINGS CONNECT LOAD LINES WITH SLOTTED REINFORCED PVC PIPE FOR FABRIC CLOSURE. OPTIONAL EXTRUDED ALUMINUM CONNECTORS.
FLOTATION:	12" EXPANDED POLYSTYRENE OVER 29 LBS/FT BUOYANCY.
BALLAST:	5/16" GALVANIZED CHAIN 1.1 LBS/FT.
LOAD LINES:	DUAL 5/16" GALVANIZED WIRE ROPES WITH HEAVY VINYL COATING.

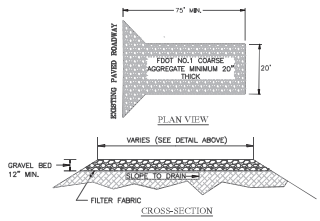


TURBIDITY CURTAINS ARE TO REMAIN IN PLACE FOR A PERIOD OF TIME NOT LESS THAN SEVEN (7) DAYS AFTER WORK HAS BEEN COMPLETED AND TURBIDITY LEVELS ARE EQUAL TO OR BELOW BACKGROUND N.T.U. LEVELS.

FLOATING TURBIDITY BARRIER (B)
N.T.S.



FLOATING TURBIDITY BARRIER (C)
N.T.S.



CONSTRUCTION ENTRANCE NOTES

1. ENTRANCE MUST EXTEND THE FULL WIDTH OF THE VEHICULAR INGRESS AND EGRESS AREA AND WIDE ITS CONNECTION TO THE ROADWAY TO ACCOMMODATE THE TURNING RADIUS OF THE LARGE VEHICLES.
2. ENTRANCE MUST BE AT LEAST 12" THICK, 75 FEET LONG, AND 20 FEET WIDE. THE ENTRANCE SHALL BE PAVED WITHIN THE COUNTY RIGHT-OF-WAY.
3. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
4. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
5. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.

GRAVEL "SHAKE DOWN" CONST. ENTRANCE (D)
N.T.S.

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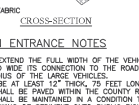
7395 10TH AVE, SUITE 101
VERO BEACH, FL 32967
PHONE (772) 584-0008
FBPE COA # 32708

REVISIONS:
BY: DATE:
COMMENT

NOT FOR CONSTRUCTION

PROJECT:
4945 EDWARDS ROAD MULTI-FAMILY
PD PLAN
FT. PIERCE, FLORIDA

CLIENT:
CAPITAL INVESTMENTS REAL ESTATE CORP.
WEST PALM BEACH FLORIDA, 33407



BLAINE BEROSTRESSER, P.E.
FLORIDA LICENSE No. 84598
02/24/2022

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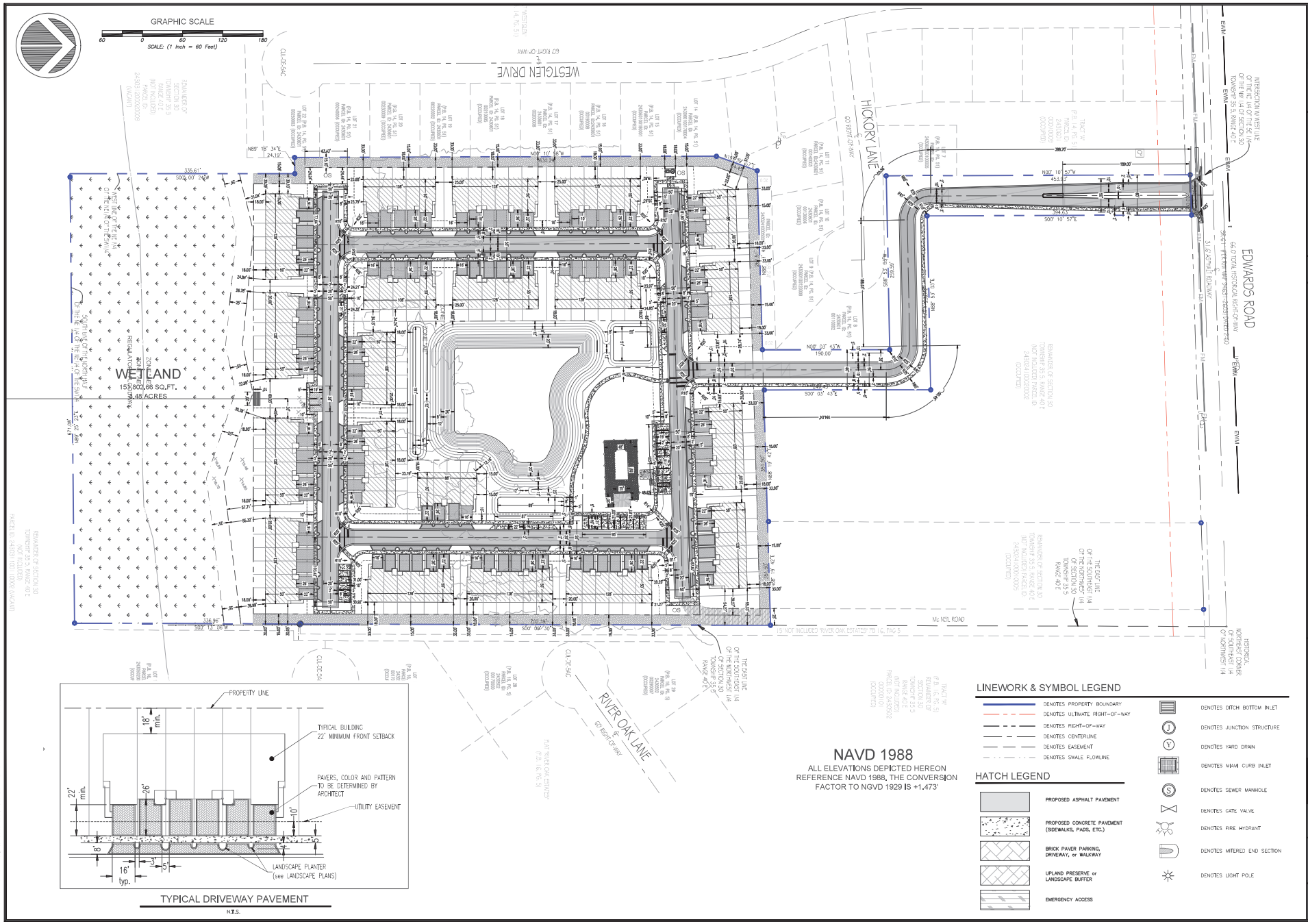
Sunshine 811 Inc.
www.callsunshine.com

PROJECT No.: 24-1003
DRAWN BY: SCB
CHECKED BY: BRB
DATE: 04/22/2025
CAD I.D.: 24-1003-EC-C105-250410

SHEET TITLE:
EROSION CONTROL DETAILS

SHEET NUMBER:
C-105

Plotted on Thursday, September 19, 2025, 3:23 PM by Scott Samuel



TYPICAL DRIVEWAY PAVEMENT

N.T.S.

LINEWORK & SYMBOL LEGEND

- DENOTES PROPERTY BOUNDARY
- DENOTES ULTIMATE RIGHT-OF-WAY
- DENOTES RIGHT-OF-WAY
- DENOTES CENTERLINE
- DENOTES EASEMENT
- DENOTES SWALE FLOWLINE

HATCH LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT (SIDEWALKS, PADS, ETC.)
- BRICK PAVER PARKING, DRIVEWAY, or WALKWAY
- UPLAND PRESERVE or LANDSCAPE BUFFER
- EMERGENCY ACCESS

- DENOTES DITCH BOTTOM INLET
- DENOTES JUNCTION STRUCTURE
- DENOTES YARD DRAIN
- DENOTES MIAMI CURB INLET
- DENOTES SEWER MANHOLE
- DENOTES GATE VALVE
- DENOTES FIRE HYDRANT
- DENOTES MITERED END SECTION
- DENOTES LIGHT POLE

NAVD 1988

ALL ELEVATIONS DEPICTED HEREON REFERENCE NAVD 1988, THE CONVERSION FACTOR TO NGVD 1929 IS +1.473'

KMA
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7981 10TH AVE, SUITE 101
VERO BEACH, FL 32966
PHONE (772) 696-8008
FBPE COA # 32708

REVISIONS
COMMENT
BY
DATE

NOT FOR CONSTRUCTION

PROJECT:
4945 EDWARDS ROAD MULTI-FAMILY
PD PLAN
FT. PIERCE, FLORIDA

CLIENT:
CAPITAL INVESTMENTS
REAL ESTATE CORP.
WEST PALM BEACH
FLORIDA, 33407

BLAINE BEROSTRESSER, P.E.
FLORIDA LICENSE No. 84598
02/24/2022

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www.callsunshine.com

PROJECT No.: 24-1003
DRAWN BY: SCB
CHECKED BY: BRB
DATE: 04/22/2025
CAD I.D.: 24-1003-KETPLAN

SHEET TITLE:
HORIZONTAL CONTROL PLAN

SHEET NUMBER:
C-200

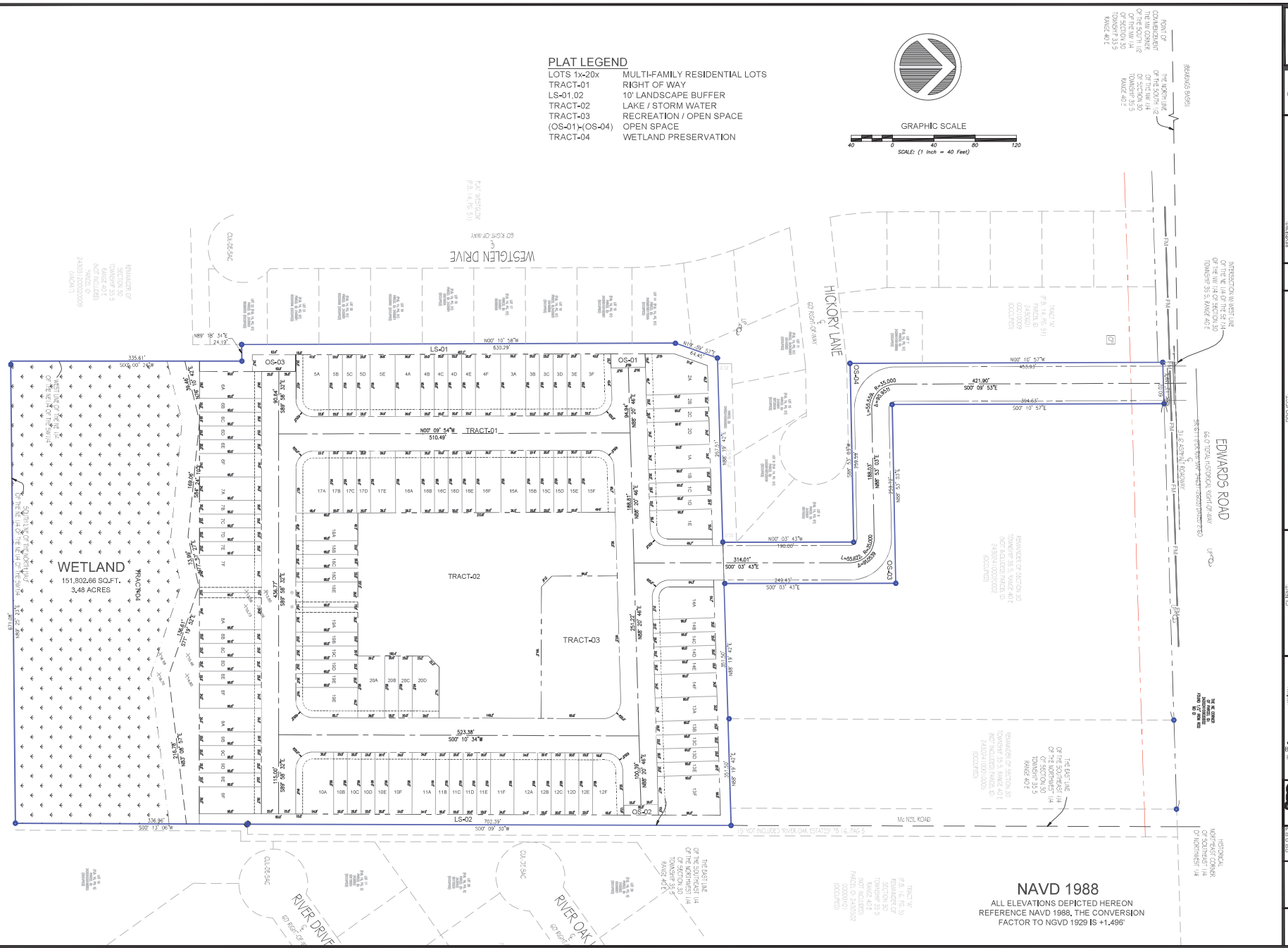
PLAT LEGEND

LOTS 1x-20x	MULTI-FAMILY RESIDENTIAL LOTS
TRACT-01	RIGHT OF WAY
LS-01,02	10' LANDSCAPE BUFFER
TRACT-02	LAKE / STORM WATER
TRACT-03	RECREATION / OPEN SPACE
(OS-01)-(OS-04)	OPEN SPACE
TRACT-04	WETLAND PRESERVATION

GRAPHIC SCALE

40 0 40 80 120

SCALE: (1 Inch = 40 Feet)



NAVD 1988

ALL ELEVATIONS DEPICTED HEREON REFERENCE NAVD 1988, THE CONVERSION FACTOR TO NGVD 1929 IS +1.496'

KMA

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REVISIONS: BY: DATE: COMMENT:

NOT FOR CONSTRUCTION

PROJECT:

4945 EDWARDS ROAD MULTI-FAMILY PD PLAN
FT. PIERCE, FLORIDA

CLIENT:

CAPITAL INVESTMENTS REAL ESTATE CORP.

WEST PALM BEACH FLORIDA, 33407

BLAINE ROBERT BERGSTRESSER LICENSE NO. 84598 STATE OF FLORIDA PROFESSIONAL ENGINEER

BLAINE BERGSTRESSER, P.E.
FLORIDA LICENSE No. 84598
02/24/2022

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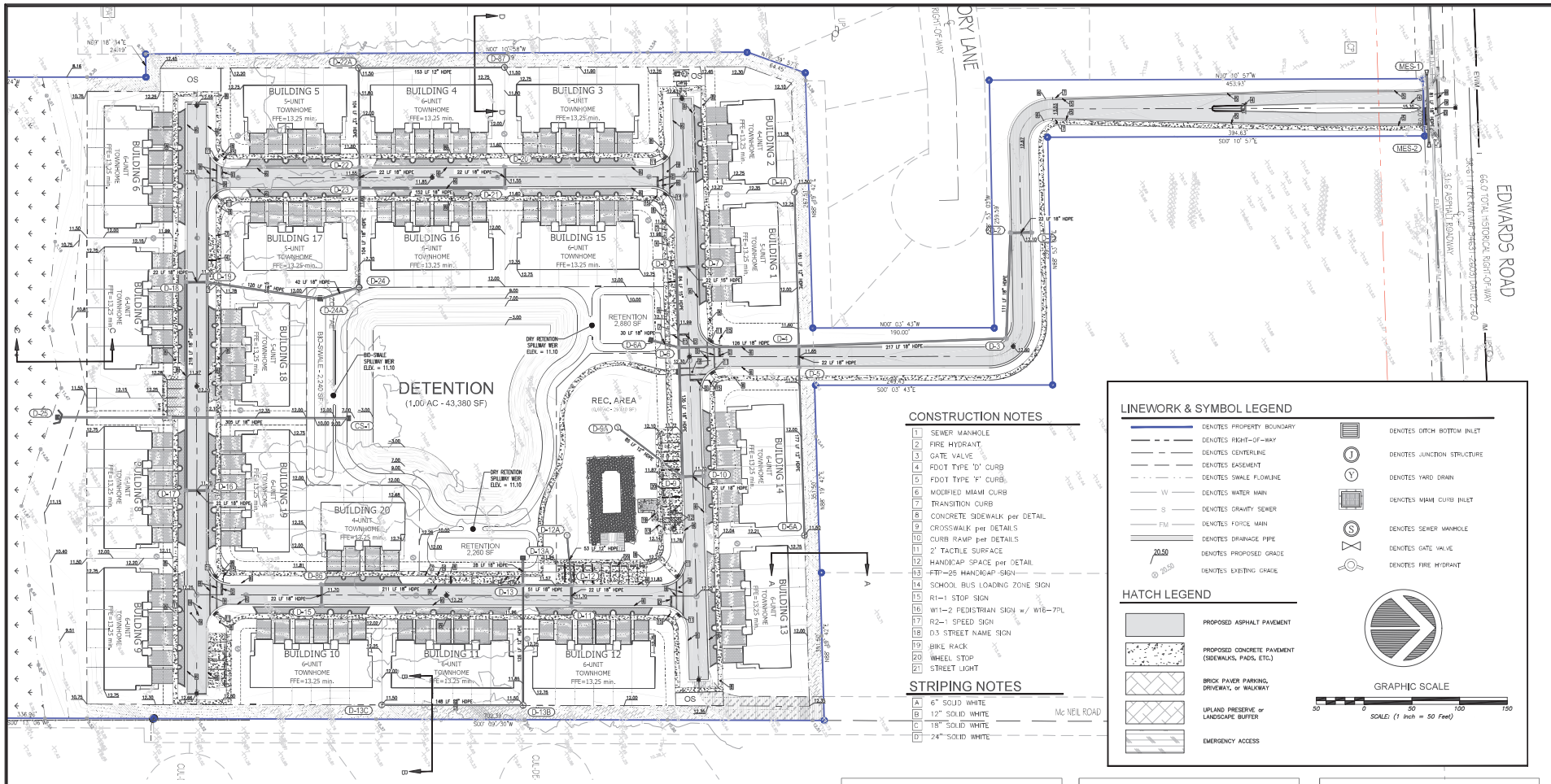
PROJECT No.:	24-1003
DRAWN BY:	SCB
CHECKED BY:	BRB
DATE:	04/22/2023
CAD I.D.:	24-1003-PREPLAT

SHEET TITLE:

PRELIMINARY PLAT

SHEET NUMBER:

C-201



CONSTRUCTION NOTES

1	SEWER MANHOLE
2	FIRE HYDRANT
3	GATE VALVE
4	FDOT TYPE 'D' CURB
5	FDOT TYPE 'F' CURB
6	MODIFIED MIAMI CURB
7	TRANSITION CURB
8	CONCRETE SIDEWALK per DETAIL
9	CROSSWALK per DETAILS
10	CURB RAMP per DETAILS
11	2' TACTILE SURFACE
12	HANDICAP SPACE per DETAIL
13	FTP-25 HANDICAP SIGN
14	SCHOOL BUS LOADING ZONE SIGN
15	R1-1 STOP SIGN
16	W11-2 PEDISTRIAN SIGN w/ W16-7PL
17	R2-1 SPEED SIGN
18	D3 STREET NAME SIGN
19	BIKE RACK
20	WHEEL STOP
21	STREET LIGHT

STRIPING NOTES

A	6" SOLID WHITE
B	12" SOLID WHITE
C	18" SOLID WHITE
D	24" SOLID WHITE

LINEWORK & SYMBOL LEGEND

- DENOTES PROPERTY BOUNDARY
- DENOTES RIGHT-OF-WAY
- DENOTES CENTERLINE
- DENOTES EASEMENT
- DENOTES SWALE FLOWLINE
- W — DENOTES WATER MAIN
- S — DENOTES GRAVITY SEWER
- FM — DENOTES FORCE MAIN
- DENOTES DRAINAGE PIPE
- 20.50 — DENOTES PROPOSED GRADE
- 20.50 — DENOTES EXISTING GRADE
- DENOTES DITCH BOTTOM INLET
- J — DENOTES JUNCTION STRUCTURE
- Y — DENOTES YARD DRAIN
- DENOTES MIAMI CURB INLET
- S — DENOTES SEWER MANHOLE
- DENOTES GATE VALVE
- DENOTES FIRE HYDRANT

HATCH LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE PAVEMENT (SIDEWALKS, PADS, ETC.)
- BRICK PAVER PARKING, DRIVEWAY, or WALKWAY
- UPLAND PRESERVE or LANDSCAPE BUFFER
- EMERGENCY ACCESS

GRAPHIC SCALE

50 0 50 100 150

SCALE: (1 Inch = 50 Feet)

GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR REVIEWING THE PROJECT DESIGN AND NOTIFYING OWNER AND ENGINEER OF ANY POTENTIAL COST SAVINGS, CONFLICTS, OR DISCREPANCIES IN PLANS PRIOR TO FINAL CONTRACT FOR CONSTRUCTION.
2. CONTRACTOR AND SURVEYOR SHALL COORDINATE WITH KMA ENGINEERING & SURVEYING DAILY PRIOR TO CONSTRUCTION STAKE OUT TO ASSURE PROPER CONSTRUCTION.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE UNDERGROUND UTILITY NOTIFICATION CENTER AT 811 AND ANY OTHER POTENTIALLY AFFECTED UTILITY PROVIDERS FOR INSTALLATION OF NECESSARY CONDUIT AND CONFLICT AVOIDANCE, ANY NECESSARY UTILITY ADJUSTMENTS/RELOCATIONS, AND FOR GENERAL COORDINATION WITH THESE UTILITY PROVIDERS: FLORIDA POWER AND LIGHT, CITY OF FELLSMERE UTILITY DEPARTMENT, INDIAN RIVER COUNTY UTILITY DEPARTMENT, COMCAST CABLE, AT&T & FLORIDA GAS.
4. CONTRACTOR IS TO EXERCISE CAUTION WHEN WORKING NEAR OVERHEAD OR UNDERGROUND UTILITY LINES. THE LOCATIONS OF THE UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE THE RESPONSIBILITY OF THE CONTRACTOR AND UTILITY PROVIDER TO FIELD LOCATE PRIOR TO WORKING IN THE AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGED UTILITIES RESULTING FROM THE CONTRACTOR'S WORK.
5. THE CONTRACTOR SHALL VERIFY ALL EXISTING TIE-INS FOR DRAINAGE, WATER, SEWER, PAVING, AND ELEVATIONS, AS NECESSARY, PRIOR TO CONSTRUCTION COMMENCEMENT. THE CONTRACTOR SHALL VERIFY THE ACCURACY AND SUITABILITY OF ALL CONSTRUCTION STAKE-OUTS PRIOR TO COMMENCEMENT OF CONSTRUCTION TO ASSURE COMPLIANCE WITH PLANS, CROSS SECTIONS, DETAILS, AND PERMITS.
6. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THAT ALL CONSTRUCTION PERMITS AND BONDS HAVE BEEN ACQUIRED PRIOR TO COMMENCING CONSTRUCTION. A COPY OF THE APPROVED CONSTRUCTION PLAN AND ALL PERMITS AND BONDS SHALL BE LOCATED ON THE JOB SITE AT ALL TIMES.
7. THE CONTRACTOR SHALL ENSURE ADEQUATE HORIZONTAL AND VERTICAL SEPARATION AS NECESSARY FOR FDEP AND LOCAL UTILITY PROVIDER SPECIFICATIONS (INCLUDING SERVICES). THESE SEPARATION DISTANCES SHALL BE MEASURED BY THE SURVEYOR AND SUPPLIED TO THE PROJECT ENGINEER ON AS-BUILT PLANS. CONTRACTOR SHALL RECORD ALL SEPARATION DISTANCES ON FIELD SET OF CONSTRUCTION DOCUMENTS.
8. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING ALL MATERIALS AND LABOR TO COMPLETELY CONSTRUCT THE PROJECT AS SHOWN ON THE PLANS AND IN CONFORMANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
9. THE CONTRACTOR WILL BE REQUIRED TO SUBMIT AN AS-BUILT SURVEY CERTIFIED BY A REGISTERED, LICENSED SURVEYOR OF ALL CONSTRUCTED IMPROVEMENTS AT PROJECT COMPLETION.
10. NO DESIGN CHANGES ARE TO OCCUR TO THE APPROVED CONSTRUCTION PLANS WITHOUT PRIOR APPROVAL OF THE PROJECT ENGINEER.
11. ALL EXCAVATED MATERIAL SHALL BE USED IN SITU AS FILL MATERIAL, AS NEEDED. NO EXCAVATED MATERIAL SHALL BE TRANSFERRED OFFSITE. ALL IMPORTED FILL MUST HAVE A CURVE NUMBER VALUE OF NO GREATER THAN 46. ALL IMPORTED MATERIAL MUST BE VERIFIED BY A LICENSED GEOTECHNICAL ENGINEER AND SUBMITTED TO THE ENGINEER OF RECORD FOR APPROVAL BEFORE BEING BROUGHT ONSITE
12. THE FEMA FLOOD ZONE FOR THIS PROJECT HAS BEEN DETERMINED TO BE ZONE "X" AND ZONE "AE-12" per FEMA FIRM 12111C0169J dated 02-16-2012.

DRAINAGE NOTES

1. ELEVATIONS SHOWN HEREON ARE REFERENCED TO NAVD 1988.
2. SURVEY INFORMATION SHOWN HEREON WAS PROVIDED BY VELCON.
3. CONTRACTOR TO CONSTRUCT DRAINAGE STRUCTURES WITH USF GRATES, RIMS AND COVERS AS CALLED OUT OR APPROVED EQUAL. SHOP DRAWINGS ARE TO BE PROVIDED TO ENGINEER FOR APPROVAL PRIOR TO ANY CONSTRUCTION.
4. CONTRACTOR TO REFER TO FDOT DESIGN STANDARD INDEX'S 425-010, 425-001, 425-020, 425-021, 425-024, 425-052 & 425-053 FOR MANHOLE, INLET AND GRATE SPECIFICATIONS.
5. ALL DRAINAGE STRUCTURES SHALL BE CONSTRUCTED WITH (4) SIDED BEARING HEAVY DUTY H-20 RATED TRAFFIC RIMS AND GRATES.
6. CONTRACTOR TO VERIFY ALL EXISTING UTILITY RINGS AND COVERS ON SITE ARE HEAVY DUTY TRAFFIC RATED. CONTRACTOR TO REPLACE DEFICIENT RINGS AND COVERS WITH HEAVY DUTY TRAFFIC RATED RINGS AND COVERS. CONTRACTOR TO ADJUST RIM ELEVATIONS OF ANY UTILITIES THAT CHANGE IN ELEVATION DURING CONSTRUCTION.
7. ALL CLEAN-OUT COVERS SHOULD BE RATED FOR HEAVY DUTY TRAFFIC.
8. SIDEWALKS AND CROSSWALKS SHALL NOT EXCEED 2% CROSS SLOPE NOR 5% LONGITUDINALLY. GRADES IN ACCESSIBLE PARKING SPACES SHALL NOT EXCEED 2% IN ANY DIRECTION. IN CASES OF SIDEWALK LANDINGS AT BUILDING ENTRANCES, GRADES SHALL NOT EXCEED 2% IN ANY DIRECTION. ACCESSIBLE CURB RAMPS SHALL NOT EXCEED 6" IN LENGTH AND 1:12 SLOPE. LANDINGS AT CHANGES IN DIRECTION SHALL BE MINIMUM 60"x60" AND SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION.
9. ROOF DRAIN CONNECTIONS TO DRAINAGE PIPE SHALL BE AS FOLLOWS:
   - 9.1. FOR ADS N-12 CORRUGATED POLYETHYLENE DRAINAGE PIPE USE ADS DUAL WALL FABRICATED REDUCING SADDLE TEE 4"-24" DIAMETER.
   - 9.2. FOR RCP DRAINAGE PIPE MAKE CONNECTION PER FDOT INDEX 430-001, CONCRETE COLLAR FOR JOINING MAINLINE PIPE AND STUB PIPE DETAIL.
   - 9.3. NOTIFY CONSULTANT FOR CONNECTION METHOD TO STEEL PIPE.
10. ALL DRAINAGE PIPE JOINTS SHALL BE FILTER FABRIC WRAPPED PER FDOT INDEX #430-001. ALL DRAINAGE PIPE JOINTS NEED TO BE FILTER FABRIC WRAPPED REGARDLESS OF MATERIAL.
11. IF ANY EXISTING STRUCTURES TO REMAIN ARE DAMAGED DURING CONSTRUCTION IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AND/OR REPLACE THE EXISTING STRUCTURE AS NECESSARY TO RETURN IT TO EXISTING CONDITIONS OR BETTER.
12. CONTRACTOR IS RESPONSIBLE FOR DEMOLITION OF EXISTING STRUCTURES INCLUDING REMOVAL OF ANY EXISTING UTILITIES SERVING THE STRUCTURE.
13. EXISTING PIPES TO BE CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.
14. PRECAST STRUCTURES MAY BE USED AT CONTRACTORS OPTION.
15. ALL STORM PIPE ENTERING STRUCTURES SHALL BE GROUTED TO ASSURE CONNECTION AT STRUCTURE IS WATERTIGHT.
16. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH PAVEMENT, AND SHALL HAVE TRAFFIC BEARING RING & COVERS. MANHOLES IN UNPAVED AREAS SHALL BE 6" ABOVE FINISH GRADE. LIDS SHALL BE LABELED "STORM SEWER".
17. ALL CATCH BASINS WITHIN PROPOSED TRAFFIC AREAS SHALL HAVE BICYCLE PROOF GRATES.
18. CONTRACTOR TO FLUSH AND VACUUM ENTIRE ON-SITE STORM WATER SYSTEM UPON COMPLETION OF PROPOSED WORK.
19. PLANS SPECIFY A MINIMUM FINISH FLOOR ELEVATION BASED ON THE ROUTING MODEL FOR THE 100-YR STORM EVENT. LISTED ELEVATION IS ASSOCIATED WITH THE LOW-POINT AT THE CROWN OF THE ROAD. ACTUAL FINISH FLOOR ELEVATIONS SHALL VARY WITH THE CROWN OF ROAD ELEVATION. IN GENERAL, FINISH FLOOR ELEVATIONS SHALL BE A MINIMUM ONE-FOOT HIGHER THAN THE HIGHEST ROUGH GRADE ELEVATION AT THE CENTER OF THE ADJACENT LOT LINE.
20. ALL STORM DRAINAGE FACILITIES SHALL CONFORM TO CHAPTERS 119 AND 121 AND THE STANDARD SPECIFICATIONS ADOPTED BY THE CITY COMMISION ON FEBRUARY 13, 1973, AS AMENDED.

NAVD 1988

ALL ELEVATIONS DEPICTED HEREON REFERENCE NAVD 1988. THE CONVERSION FACTOR TO NGVD 1929 IS +1.473'

Structure Table

Structure Name	Description	RIM Elev.	Inverts
CS-1	CONTROL STRUCTURE PER DETAIL	RIM = 10.90	5.00(S)
D-1	MIAMI CURB INLET	RIM = 11.82	8.30(S)
D-2	MIAMI CURB INLET	RIM = 11.82	8.30(E) 8.30(W)
D-3	JUNCTION BOX (MIAMI CURB INLET)	RIM = 12.32	8.30(W) 8.50(S)
D-4	MIAMI CURB INLET	RIM = 11.37	7.90(N) 8.00(E) 7.90(S) 8.50(W)
D-4a	YARD DRAIN PER DETAIL	RIM = 11.50	8.50(E)
D-5	MIAMI CURB INLET	RIM = 11.37	8.00(W) 8.50(E)
D-5a	YARD DRAIN PER DETAIL	RIM = 11.50	8.50(W)
D-6	JUNCTION BOX (MIAMI CURB INLET)	RIM = 11.98	8.10(W) 7.90(N) 7.90(S) 8.10(E)
D-6a	FDOT TYPE C DITCH BOTTOM INLET	RIM = 10.00	7.50(N)
D-7	MIAMI CURB INLET	RIM = 11.62	8.10(S)
D-8	MIAMI CURB INLET	RIM = 11.62	8.10(N) 8.10(E)
D-9	MIAMI CURB INLET	RIM = 11.42	8.10(W) 8.10(N) 8.50(SW)

Structure Table

Structure Name	Description	RIM Elev.	Inverts
D-9a	YARD DRAIN PER DETAIL	RIM = 11.50	8.50(NE)
D-10	MIAMI CURB INLET	RIM = 11.42	8.10(S)
D-11	MIAMI CURB INLET	RIM = 11.42	7.90(W)
D-12	MIAMI CURB INLET	RIM = 11.42	7.75(S) 8.50(W) 7.90(E)
D-12a	YARD DRAIN PER DETAIL	RIM = 11.50	8.50(E)
D-13	JUNCTION BOX (MIAMI CURB INLET)	RIM = 11.63	7.75(W) 8.50(E) 7.90(N) 7.75(S)
D-13a	FDOT TYPE C DITCH BOTTOM INLET	RIM = 10.00	7.50(E)
D-13b	YARD DRAIN PER DETAIL	RIM = 11.50	8.50(W) 8.50(S)
D-13c	YARD DRAIN PER DETAIL	RIM = 11.50	8.50(N)
D-15	MIAMI CURB INLET	RIM = 11.42	7.90(W)
D-16	MIAMI CURB INLET	RIM = 11.42	7.90(S)
D-17	MIAMI CURB INLET	RIM = 11.42	7.75(W) 7.90(N)
D-18	MIAMI CURB INLET	RIM = 11.42	7.75(N) 7.90(E)

Structure Table

Structure Name	Description	RIM Elev.	Inverts
D-19	MIAMI CURB INLET	RIM = 11.42	7.75(N) 7.75(S)
D-20	MIAMI CURB INLET	RIM = 11.27	7.75(E)
D-21	MIAMI CURB INLET	RIM = 11.27	7.75(S) 7.75(W)
D-22	MIAMI CURB INLET	RIM = 11.27	7.75(E) 8.50(W)
D-22a	YARD DRAIN PER DETAIL	RIM = 11.50	8.50(N) 8.50(E)
D-23	MIAMI CURB INLET	RIM = 11.27	7.75(W) 7.75(N) 7.75(E)
D-24	JUNCTION BOX	RIM = 12.00	7.65(W) 7.65(S)
D-24a	FDOT TYPE D DITCH BOTTOM INLET	RIM = 10.00	7.50(N) 7.50(S)
D-25	OUTFALL TO WETLANDS	RIM = 10.32	5.00(N)
D-86	MIAMI CURB INLET	RIM = 11.42	7.90(E) 7.90(N)
D-87	MIAMI CURB INLET	RIM = 11.50	8.50(S)
MES-1	MITERED END SECTION PER DETAIL	RIM = 15.44	13.00(E)
MES-2	MITERED END SECTION PER DETAIL	RIM = 15.44	13.00(W)

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FBPE COA # 32708

REVISIONS
BY: DATE: COMMENT

NOT FOR CONSTRUCTION

PROJECT
4945 EDWARDS ROAD MULTI-FAMILY
PD PLAN
FT. PIERCE, FLORIDA

CLIENT:
CAPITAL INVESTMENTS
REAL ESTATE CORP.
WEST PALM BEACH
FLORIDA 33407

BLAINE BEROSTRESSER, P.E.
FLORIDA LICENSE No. 84598
02/24/2022

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PROJECT No.: 24-1003
DRAWN BY: SCB
CHECKED BY: BRB
DATE: 04/22/2022
CAD I.D.: 24-1003-P100

SHEET TITLE:
MASTER PAVING GRADING DRAINAGE PLAN

SHEET NUMBER:
C-300

Plotted on Thursday, September 16, 2021, 3:24 PM by Scott Barnard
J:\2021\21-1003 - 4945 Edwards Road\Civil\Plans\21-1003 - Master Paving Grading Drainage Plan.dwg

HORIZONTAL
GRAPHIC SCALE

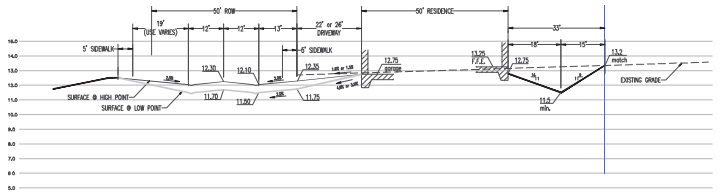
20 0 20 40 60

SCALE: (1 Inch = 20 Feet)

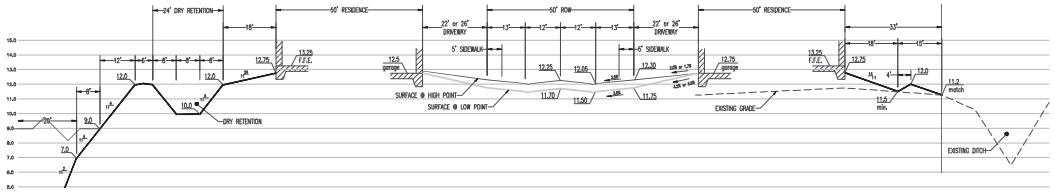
VERTICAL SCALE: 1" = 2.0'

NAVD 1988

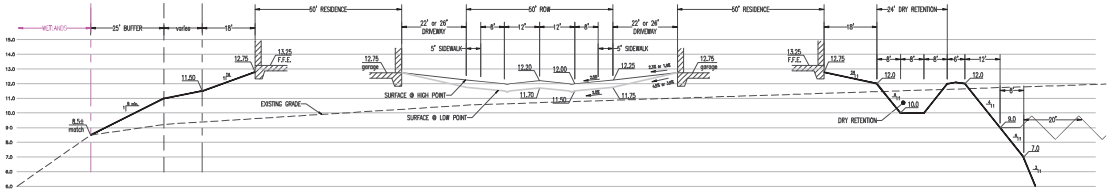
ALL ELEVATIONS DEPICTED HEREON REFERENCE NAVD 1988. THE CONVERSION FACTOR TO NGVD 1929 IS +1.473'



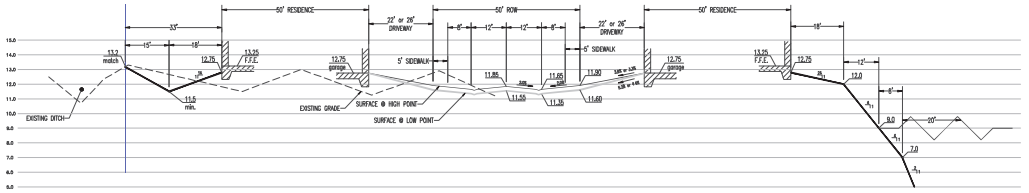
SECTION A-A
SCALE: NOT TO SCALE



SECTION B-B
SCALE: NOT TO SCALE



SECTION C-C
SCALE: NOT TO SCALE



SECTION D-D
SCALE: NOT TO SCALE

North

North

North

North

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VERO BEACH, FL 32960
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FBPE C.O.A. # 32706

REVISIONS:
BY: DATE: COMMENT:

NOT FOR CONSTRUCTION

PROJECT:
4945 EDWARDS ROAD MULTI-FAMILY
PD PLAN
FT. PIERCE, FLORIDA

CLIENT:
CAPITAL INVESTMENTS
REAL ESTATE CORP.
WEST PALM BEACH
FLORIDA, 33407

BLAINE ROBERT BERGSTRESSER
LICENSE
NO. 84598
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

BLAINE BERGSTRESSER, P.E.
FLORIDA LICENSE No. 84598
02/24/2022

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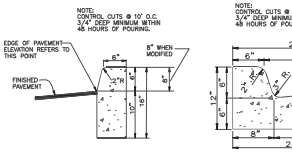
Enter Enter Enter Enter
www.callsunshine.com

PROJECT No.:	24-1003
DRAWN BY:	SCB
CHECKED BY:	BRB
DATE:	04/22/2023
CAD I.D.:	24-1003-PDD

SHEET TITLE:
GRADING SECTIONS

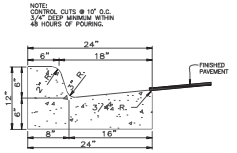
SHEET NUMBER:
C-301

Printed on Thursday, September 18, 2025, 3:24 PM by Scott Samuel



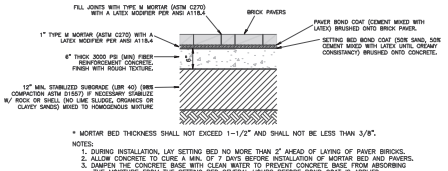
TYPE 'D' CURB

N.T.S.



TYPE 'F' CURB

N.T.S.

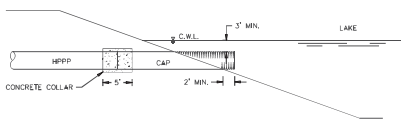


* MORTAR BED THICKNESS SHALL NOT EXCEED 1-1/2" AND SHALL NOT BE LESS THAN 3/8".

NOTES:
1. DURING INSTALLATION, LAY SETTING BED NO MORE THAN 2' AHEAD OF LAYING OF PAVER BRICKS.
2. ALLOW CONCRETE TO CURE A MIN. OF 7 DAYS BEFORE INSTALLATION OF MORTAR BED AND PAVERS.
3. DAMPEN THE CONCRETE BASE WITH CLEAN WATER TO PREVENT CONCRETE BASE FROM ABSORBING THE MOISTURE FROM THE SETTING BED SEVERAL HOURS BEFORE BOND COAT IS APPLIED.

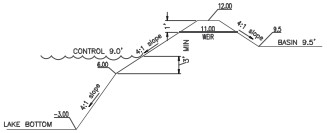
TYPICAL BRICK PAVER IN MORTAR SECTION

N.T.S.



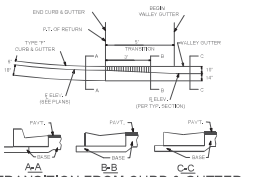
STORM CULVERT AT LAKE OUTFALL DETAIL "A"

N.T.S.



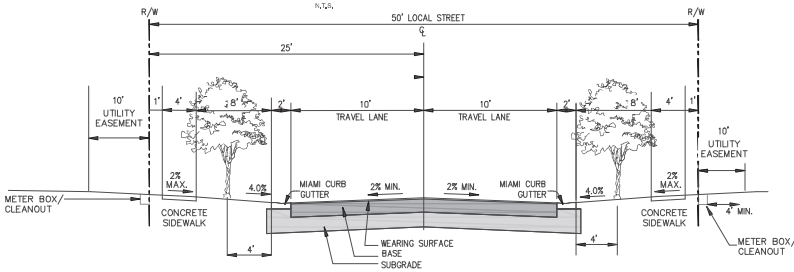
RETENTION POND SECTION WITH EARTHEN WEIR

SCALE: N.T.S.



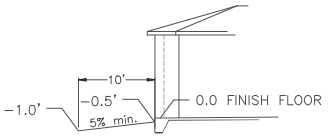
TRANSITION FROM CURB & GUTTER TO MODIFIED VALLEY GUTTER

N.T.S.



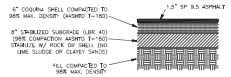
TYPICAL RIGHT-OF-WAY SECTION DETAIL

N.T.S.



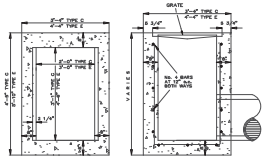
TYPICAL BUILDING GRADING

N.T.S.



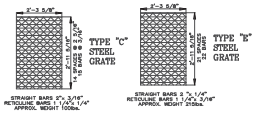
TYPICAL ASPHALTIC CONCRETE PAVING SECTION

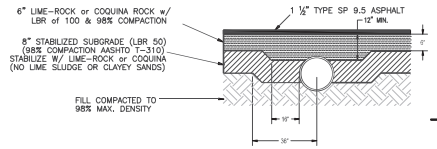
N.T.S.



TYPE "C" & "E" INLETS

N.T.S.



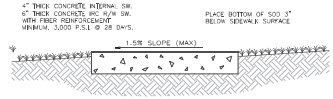


TYPICAL ASPHALTIC CONCRETE PAVING OVER DRAINAGE PIPES

N.T.S.

PRECAST CONCRETE WHEEL STOP DETAIL

N.T.S.

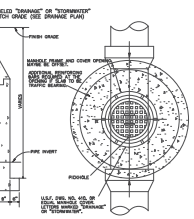


SIDEWALK DETAIL

N.T.S.

SIDEWALK NOTES:

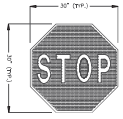
1. ALL MATERIALS AND CONSTRUCTION PROCEDURES SHALL BE IN ACCORDANCE WITH THE "SUGGESTED SPECIFICATIONS FOR CONCRETE AREAS" PREPARED BY THE PORTLAND CEMENT ASSOCIATION.
2. CONTROL JOINTS SHALL BE CONSTRUCTED AT A MAXIMUM OF 8'-0" C/C.
3. AT LEAST THREE (3) COMPRESSIVE STRENGTH CYLINDER SAMPLES SHALL BE TAKEN FOR EACH 10,000 SQUARE FEET OF PAVEMENT OR FIVE (5) PER JOB, WHICHEVER IS GREATER. SLUMP SHALL BE 2 TO 4 INCHES (AASHTO T-119). COMPRESSIVE STRENGTH SHALL BE REPORTED AT 7, 14, AND 28 DAYS.
4. CONSTRUCT UPON FIRM, STABILIZED GROUND, COMPACTED TO 95% MAXIMUM DRY DENSITY.
5. SURFACE WITH BROOM FINISH.
6. SIDEWALK LOCATION AND DETAILS PER FDOT INDEX #310, LATEST EDITION.



NOTE:
1. 3/4" CRUSHED STONE FOUNDATION FOR A MINIMUM DEPTH OF 12" SHALL BE PROVIDED.
2. ALL DRAINAGE MANHOLES TO BE CONSTRUCTED IN ACCORDANCE WITH "STRUCTURAL BOTTOMS, TYPE 'P' AND 4, F.D.O.T. STANDARD INDEX No. 200, WITH PRE-CAST MANHOLE TOP TYPE 7 OR 8, F.D.O.T. STANDARD INDEX No. 201, FOR USE IN TRAFFIC BEARING APPLICATIONS.

TYPICAL DRAINAGE JUNCTION BOX

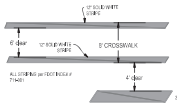
N.T.S.



ALL R-1 SIGNS CONFORM W/ FDOT NOMS SHALL BE 30"x30"

R1-1

N.T.S.



TYPICAL PEDESTRIAN CROSSWALK STRIPING

N.T.S.



R2-1

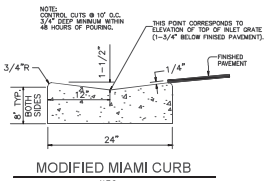
N.T.S.



NOTE: CR518 & CR-1 STREET SIGN SHALL BE VARRIED TO 12" HIGH W/ 8" LETTERS

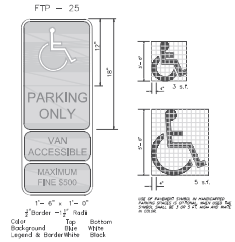
STREET SIGN DETAIL

N.T.S.



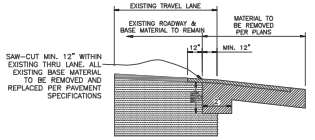
MODIFIED MIAMI CURB

N.T.S.



HANDICAP SIGNAGE & PAVEMENT SYMBOLS DETAIL

N.T.S.



NOTE: ALL NEW PAVEMENT JOINTS SHALL INCLUDE A MIN. 12" WIDE ASPHALT OVERLAY OVER EXISTING BASE AND A MIN. 12" DEEP BASE FOR THE FIRST 2 FEET OF NEW CONSTRUCTION.

SAW CUT DETAIL

N.T.S.



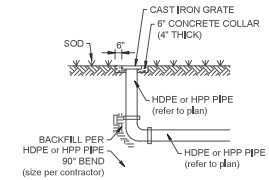
W11-2

N.T.S.



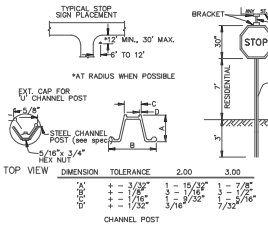
W16-7PL

N.T.S.



TYPICAL YARD DRAIN DETAIL

N.T.S.



GENERAL SPECIFICATIONS

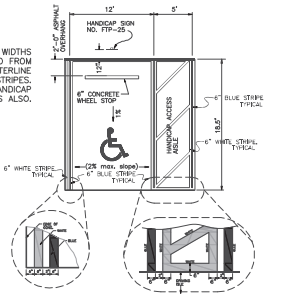
FLAT BLADE: ALCOA #6005A.6063-T6 ALLOY, ETCHED, DEGREASED WITH #1200 ALODINE FINISH WITH #2277 GREEN SCOTCHLITE BACKGROUND AND EQUAL DIMENSIONS – 8" TO 12" MIN. H, 24", 30" OR 36"L.
LETTERS: NAME – 6" TO 9" SERIES 'B' #2270 SCOTCHLITE (WHITE) OR EQUAL – SUFFIX – 4.5" SERIES B/E ABOVE.
BRACKETS: SEE DETAILS THIS SHEET
POST: STEEL FLANGED CHANNEL POST WITH BAKED GREEN ALKYD OR GALVANIZED FINISH PER A.S.T.M. – A-123. WITHOUT ANCHOR PLATES.
STOP SIGN: R1 – 1 MUTCD – 30" 30" (HIGH INTENSITY)
LOCATION: ONE PER INTERSECTION AS INDICATED ON THE PLANS.
POLICY: 6" BLADES WITH 6" LETTERS FOR TWO LANE ROADS WITH A SPEED LIMIT UNDER 45 MPH.

12" BLADES WITH 9" LETTERS:
–THOROUGHF ARE ROADS FOUR LANES OR WIDER, –TWO LANE ROADS WITH A POSTED SPEED LIMIT OF 45 MPH OR MORE.

TYP. STREET/STOP SIGN

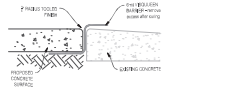
N.T.S.

NOTE: PARKING STALL WIDTHS SHALL BE DIMENSIONED FROM CENTERLINE TO CENTERLINE OF THE WHITE STRIPES. THIS APPLIES TO HANDICAP PARKING STALLS ALSO.



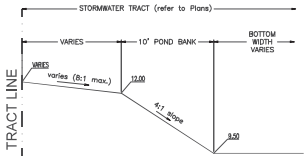
HANDICAP PARKING STALL DETAIL

SCALE 1"=10'



CONCRETE BUTT JOINT DETAILS

N.T.S.



TYPICAL RETENTION POND SECTION

SCALE: 1" = 20.0'

KMA
ENGINEERING & SURVEYING, LLC.
2161 VISTA PKWY, SUITE 40
WEST PALM BEACH, FL 33411
PHONE (561) 640-1560
FBPE COA # 30790

REVISIONS:	BY:	DATE:	COMMENT:

NOT FOR CONSTRUCTION

PROJECT:
4945 EDWARDS ROAD MULTI-FAMILY
PD PLAN
FT. PIERCE, FLORIDA

CLIENT:
CAPITAL INVESTMENTS REAL ESTATE CORP.
WEST PALM BEACH FLORIDA 33407

STATE OF FLORIDA
ROBERT BERGSTRESSER
LICENSE NO. 84598
PROFESSIONAL ENGINEER

BLAINE BERGSTRESSER, P.E.
FLORIDA LICENSE No. 84598
02/24/2022

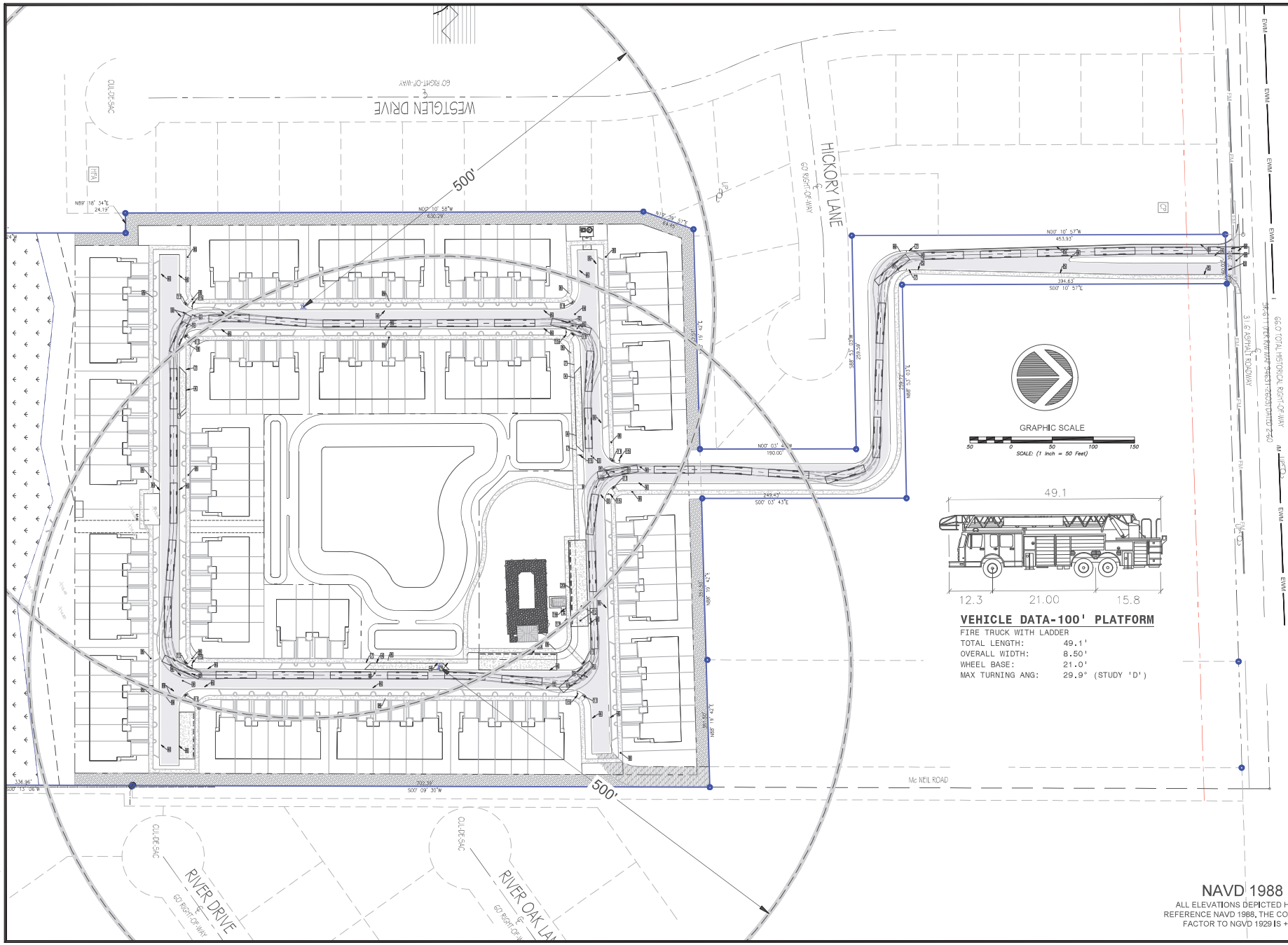
811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
www.callsunshine.com

PROJECT No.: 24-1003
DRAWN BY: SCB
CHECKED BY: BRB
DATE: 04/22/2023
CAD I.D.: 24-1003 DETAILS

SHEET TITLE:
PAVING GRADING DRAINAGE DETAILS

SHEET NUMBER:
C-302

Plotted on Thursday, September 15, 2022, 3:24 PM by Scott Stancil
c:\2021\1003 Edwards Road\Submittals\Drawings\Details\Details-24-1003.dwg Modified by SStancil on 9/15/2022, 3:24pm



VEHICLE DATA-100' PLATFORM

FIRE TRUCK WITH LADDER

TOTAL LENGTH:	49.1'
OVERALL WIDTH:	8.50'
WHEEL BASE:	21.0'
MAX TURNING ANG:	29.9° (STUDY 'D')

NAVD 1988

ALL ELEVATIONS DEPICTED HEREON REFERENCE NAVD 1988. THE CONVERSION FACTOR TO NGVD 1929 IS +1.473'

KMA
ENGINEERING & SURVEYING, LLC.
7081 14TH AVE, SUITE B3
VERO BEACH, FL 32968
PHONE: (772) 584-0008
FBPE COA # 32708

REVISIONS:
NO. DATE COMMENT

NOT FOR CONSTRUCTION

PROJECT:
4945 EDWARDS ROAD MULTI-FAMILY
PD PLAN
FT. PIERCE, FLORIDA

CLIENT:
CAPITAL INVESTMENTS
REAL ESTATE CORP.
WEST PALM BEACH
FLORIDA, 33407

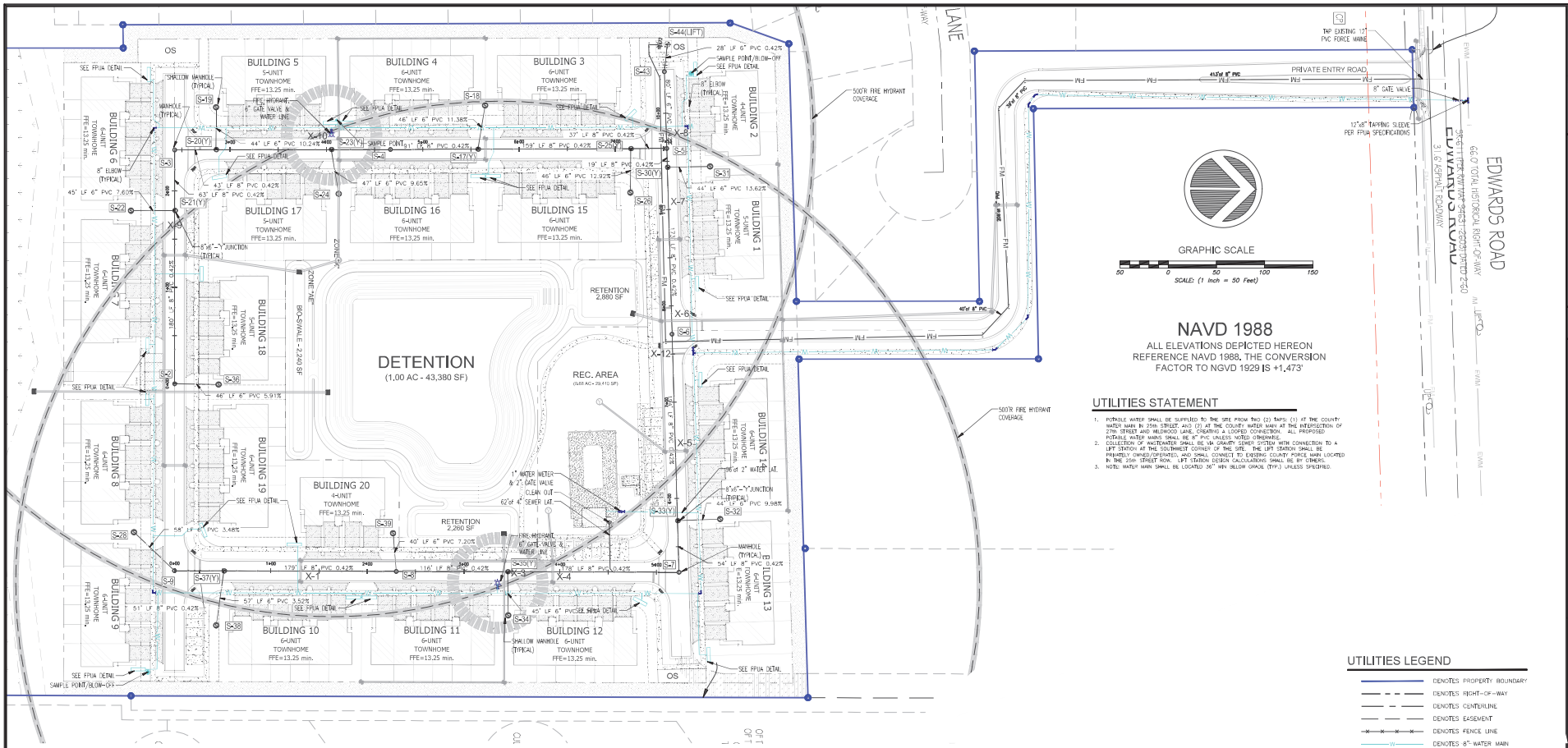
BLAINE BERGOSTRESSER, P.E.
FLORIDA LICENSE No. 84598
02/24/2022

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
www.callsunshine.com

PROJECT No.:	24-1003
DRAWN BY:	SCB
CHECKED BY:	BRB
DATE:	04/21/2023
CAD I.D.	24-1003-FSP.DWG

SHEET TITLE:
FIRE SAFETY PLAN

SHEET NUMBER:
C-303



NAVD 1988

ALL ELEVATIONS DEPICTED HEREON REFERENCE NAVD 1988. THE CONVERSION FACTOR TO NGVD 1929 IS +1.473'

UTILITIES STATEMENT

1. POTABLE WATER SHALL BE SUPPLIED TO THE SITE FROM TWO (2) TAPS: (1) AT THE COUNTY WATER MAIN IN 25th STREET, AND (2) AT THE COUNTY WATER MAIN AT THE INTERSECTION OF 27th STREET AND HILLWOOD LANE, CREATING A LOOPED CONNECTION. ALL PROPOSED POTABLE WATER MAINS SHALL BE 6" PVC UNLESS NOTED OTHERWISE.
2. COLLECTION OF WASTEWATER SHALL BE VIA GRAVITY SEWER SYSTEM WITH CONNECTION TO A LIFT STATION AT THE SOUTHWEST CORNER OF THE SITE. THE LIFT STATION SHALL BE PRIVATELY OWNED/OPERATED, AND SHALL CONNECT TO EXISTING COUNTY FORCE MAIN LOCATED IN THE 25th STREET ROW. LIFT STATION DESIGN CALCULATIONS SHALL BE BY OTHERS.
3. NOTE: WATER MAIN SHALL BE LOCATED 36" MIN BELOW GRADE (TYP.) UNLESS SPECIFIED.

UTILITIES LEGEND

- DENOTES PROPERTY BOUNDARY
- DENOTES RIGHT-OF-WAY
- DENOTES CENTERLINE
- DENOTES EASEMENT
- DENOTES FENCE LINE
- DENOTES 8" WATER MAIN
- DENOTES FORCE MAIN
- DENOTES SEWER MAIN
- DENOTES STORM DRAIN
- DENOTES SEWER MANHOLE, SHALLOW MANHOLE (SEE UTILITY PLAN)
- DENOTES FIRE HYDRANT
- DENOTES GATE VALVE
- DENOTES BLOW-OFF & SAMPLE POINT
- DENOTES BEND FITTING
- DENOTES TEE FITTING
- DENOTES WATER SERVICE
- DENOTES SEWER SERVICE
- DENOTES MITERED END SECTION
- DENOTES DITCH BOTTOM INLET
- DENOTES DRAINAGE STRUCTURE
- DENOTES YARD DRAIN
- DENOTES LIGHT POLE

Sewer Main Structure Table			
Structure Name	Description	RIM Elev.	Inverts
S-2	SANITARY SEWER MANHOLE	RIM = 13.60	6.40(W) 10.25(N)
S-3	SANITARY SEWER MANHOLE	RIM = 12.25	5.39(E) 5.29(N)
S-4	SANITARY SEWER MANHOLE	RIM = 11.76	4.35(S) 4.25(N)
S-5	SANITARY SEWER MANHOLE	RIM = 12.30	3.04(S) 2.28(E) 2.18(W)
S-6	SANITARY SEWER MANHOLE	RIM = 12.28	3.09(W) 3.19(E)
S-7	SANITARY SEWER MANHOLE	RIM = 12.25	4.33(S) 4.23(W)
S-8	SANITARY SEWER MANHOLE	RIM = 12.11	5.66(S) 5.56(N) 7.39(W)
S-9	SANITARY SEWER MANHOLE	RIM = 12.25	6.63(N) 8.23(SW)
S-18	SANITARY SEWER MANHOLE	RIM = 11.84	5.01(E)
S-19	SANITARY SEWER MANHOLE	RIM = 12.64	10.25(E)
S-22	SANITARY SEWER MANHOLE	RIM = 12.14	6.80(N)

Sewer Main Structure Table			
Structure Name	Description	RIM Elev.	Inverts
S-24	SANITARY SEWER MANHOLE	RIM = 11.85	5.75(W)
S-26	SANITARY SEWER MANHOLE	RIM = 12.45	4.35(W)
S-28	SANITARY SEWER MANHOLE	RIM = 12.23	10.25(NE)
S-31	SANITARY SEWER MANHOLE	RIM = 12.35	4.19(S)
S-32	SANITARY SEWER MANHOLE	RIM = 12.43	10.25(S)
S-34	SANITARY SEWER MANHOLE	RIM = 12.31	10.25(W)
S-36	SANITARY SEWER MANHOLE	RIM = 12.48	7.55(S)
S-38	SANITARY SEWER MANHOLE	RIM = 12.63	8.24(W)
S-39	SANITARY SEWER MANHOLE	RIM = 12.41	10.25(E)
S-43	SANITARY SEWER MANHOLE	RIM = 12.62	1.85(E) 1.75(W)
S-44(LIFT)	LIFT STATION	RIM = 2.17	1.63(E)

NOTE:
"Y" JUNCTIONS STRUCTURES NOT SHOWN IN TABLE.

GENERAL NOTES

1. CONTRACTOR IS RESPONSIBLE FOR REVIEWING THE PROJECT DESIGN AND NOTIFYING OWNER AND ENGINEER OF ANY POTENTIAL COST SAVINGS, CONFLICTS, OR DISCREPANCIES IN PLANS PRIOR TO FINAL CONTRACT FOR CONSTRUCTION.
2. CONTRACTOR AND SURVEYOR SHALL COORDINATE WITH KMA ENGINEERING & SURVEYING DAILY PRIOR TO CONSTRUCTION STAKE OUT TO ASSURE PROPER CONSTRUCTION.
3. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE UNDERGROUND UTILITY NOTIFICATION CENTER AT 811 AND ANY OTHER POTENTIALLY AFFECTED UTILITY PROVIDERS FOR INSTALLATION OF NECESSARY CONDUIT AND CONFLICT AVOIDANCE, ANY NECESSARY UTILITY ADJUSTMENTS/RELOCATIONS, AND FOR GENERAL COORDINATION WITH THESE UTILITY PROVIDERS: FLORIDA POWER AND LIGHT, CITY OF FELLSMERE UTILITY DEPARTMENT, INDIAN RIVER COUNTY UTILITY DEPARTMENT, COMCAST CABLE, AT&T & FLORIDA GAS.
4. CONTRACTOR IS TO EXERCISE CAUTION WHEN WORKING NEAR OVERHEAD OR UNDERGROUND UTILITY LINES. THE LOCATIONS OF THE UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE THE RESPONSIBILITY OF THE CONTRACTOR AND UTILITY PROVIDER TO FIELD LOCATE PRIOR TO WORKING IN THE AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGED UTILITIES RESULTING FROM THE CONTRACTOR'S WORK.
5. THE CONTRACTOR SHALL VERIFY ALL EXISTING TIE-INS FOR DRAINAGE, WATER, SEWER, PAVING, AND ELEVATIONS, AS NECESSARY, PRIOR TO CONSTRUCTION COMMENCEMENT. THE CONTRACTOR SHALL VERIFY THE ACCURACY AND SUITABILITY OF ALL CONSTRUCTION STAKE-OUTS PRIOR TO COMMENCEMENT OF CONSTRUCTION TO ASSURE COMPLIANCE WITH PLANS, CROSS SECTIONS, DETAILS, AND PERMITS.
6. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THAT ALL CONSTRUCTION PERMITS AND BONDS HAVE BEEN ACQUIRED PRIOR TO COMMENCING CONSTRUCTION. A COPY OF THE APPROVED CONSTRUCTION PLAN AND ALL PERMITS AND BONDS SHALL BE LOCATED ON THE JOB SITE AT ALL TIMES.
7. THE CONTRACTOR SHALL ENSURE ADEQUATE HORIZONTAL AND VERTICAL SEPARATION AS NECESSARY FOR FDEP AND LOCAL UTILITY PROVIDER SPECIFICATIONS (INCLUDING SERVICES). THESE SEPARATION DISTANCES SHALL BE MEASURED BY THE SURVEYOR AND SUPPLIED TO THE PROJECT ENGINEER ON AS-BUILT PLANS. CONTRACTOR SHALL RECORD ALL SEPARATION DISTANCES ON FIELD SET OF CONSTRUCTION DOCUMENTS.
8. THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING ALL MATERIALS AND LABOR TO COMPLETELY CONSTRUCT THE PROJECT AS SHOWN ON THE PLANS AND IN CONFORMANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
9. THE CONTRACTOR WILL BE REQUIRED TO SUBMIT AN AS-BUILT SURVEY CERTIFIED BY A REGISTERED, LICENSED SURVEYOR OF ALL CONSTRUCTED IMPROVEMENTS AT PROJECT COMPLETION.
10. NO DESIGN CHANGES ARE TO OCCUR TO THE APPROVED CONSTRUCTION PLANS WITHOUT PRIOR APPROVAL OF THE PROJECT ENGINEER.

UTILITY NOTES

1. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES, AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
2. ALL FILL MATERIAL IS TO BE IN PLACE, AND COMPACTED BEFORE INSTALLATION OF PROPOSED UTILITIES.
3. CONTRACTOR SHALL NOTIFY THE UTILITY AUTHORITIES INSPECTORS 72 HOURS BEFORE CONNECTING TO ANY EXISTING LINE.
4. SANITARY SEWER PIPE SHALL BE AS FOLLOWS UNLESS OTHERWISE NOTED ON THE PLANS:
   8" PVC SDR26 PER ASTM D 3034 DEPTHS LESS THAN 15'
5. WATER LINES SHALL BE AS FOLLOWS UNLESS OTHERWISE NOTED ON PLANS:
   6" AND LARGER, C-900 PVC C-900 PER ASTM D 2241
   CLASS 200 UNDER ROADS, OTHERWISE CLASS 150
6. MINIMUM TRENCH WIDTH SHALL BE 2 FEET.
7. ALL UTILITIES SHOULD BE KEPT TEN (10') APART (PARALLEL) OR WHEN CROSSING 18" VERTICAL CLEARANCE (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE).
8. CONTRACTOR SHALL MAINTAIN A MINIMUM OF 36" COVER ON ALL WATERLINES AND FORCEMAINS.
9. CROSSINGS AND CONFLICTS MUST BE PER FPUA SPECIFICATIONS.
10. LINES UNDERGROUND SHALL BE INSTALLED, INSPECTED AND APPROVED BEFORE BACKFILLING.
11. ALL CONCRETE FOR ENCASEMENTS SHALL HAVE A MINIMUM 28 COMPRESSION STRENGTH AT 3000 P.S.I.
12. CONTRACTOR IS RESPONSIBLE FOR COMPLYING TO THE SPECIFICATIONS OF THE LOCAL AUTHORITIES WITH REGARDS TO MATERIALS AND INSTALLATION OF THE WATER AND SEWER LINES.
13. ALL WATER MAIN INSTALLATIONS SHALL COMPLY WITH THE COLOR CODING REQUIREMENTS OF CHAPTER 62-555.320 FAC.
14. VALVES ARE NOT TO BE PLACED IN CURBS, SIDEWALKS, OR DRIVEWAYS.
15. ALL MANHOLES SHALL BE ADJUSTED TO FINAL GRADE PRIOR TO BEGINNING PAVING.
16. DRIVEWAY APRON IS SHOWN FOR REFERENCE ONLY. DRIVEWAYS ARE TO BE CONSTRUCTED AND PERMITTED AS PART OF THE BUILDING PERMIT PROCESS.
17. TRACER WIRE MUST BE INSTALLED PER FPUA SPEC./OPL.
18. THE PROPERTY OWNER, CONTRACTOR,AND AUTHORIZED REPRESENTATIVES SHALL PROVIDE PICK UP, REMOVAL, AND DISPOSAL OF LITTER WITHIN THE PROPERTY LIMITS AND SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE AREA FORM THE EDGE OF PAVEMENT TO THE PROPERTY LINE.

KMA
ENGINEERING & SURVEYING, LLC.
7965 14TH AVE, SUITE 102
VERO BEACH, FL 32967
PHONE (772) 584-0008
FBPE COA # 32708

REVISIONS:
BY: DATE: COMMENT

NOT FOR CONSTRUCTION

PROJECT:
4945 EDWARDS ROAD MULTI-FAMILY
PD PLAN
FT. PIERCE, FLORIDA

CLIENT:
CAPITAL INVESTMENTS
REAL ESTATE CORP.
WEST PALM BEACH
FLORIDA, 33407

BLAINE BEROSTRESSER, P.E.
FLORIDA LICENSE No. 84598
02/24/2022

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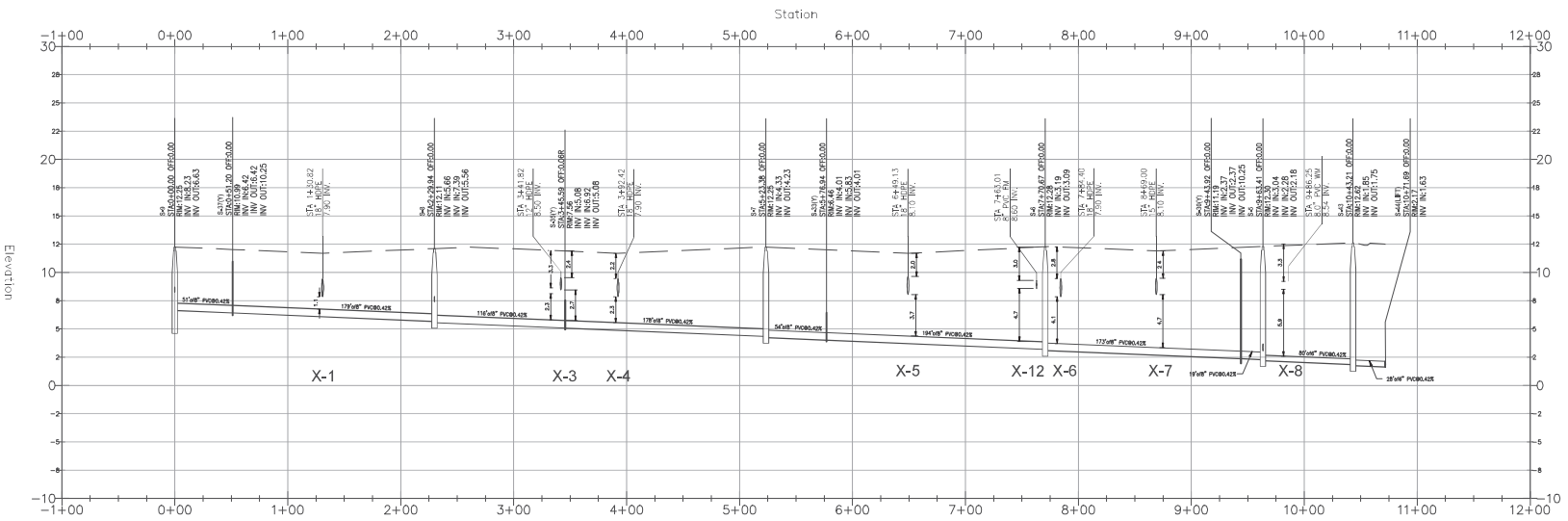
PROJECT No.: 24-1003
DRAWN BY: SCB
CHECKED BY: BRB
DATE: 04/22/2025
CAD I.D.: 24-1003-ALT1

SHEET TITLE:
MASTER UTILITY PLAN

SHEET NUMBER:
C-400

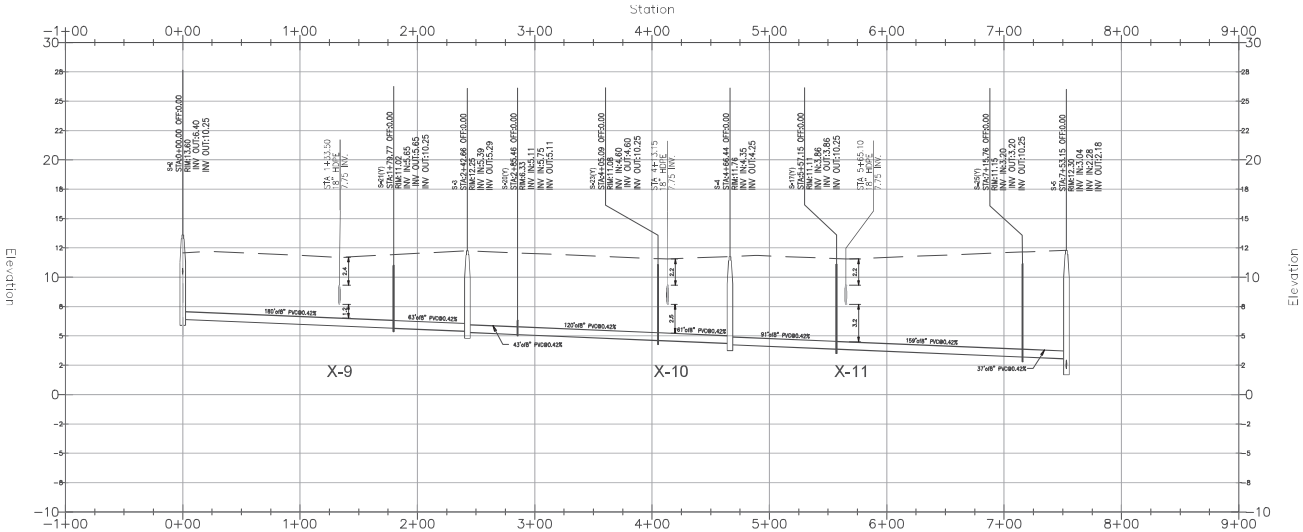
Plotted on Thursday, September 19, 2025, 3:24 PM by Scott Bernard



NOTE: (Y) DENOTES "Y" JUNCTION

SEWER PROFILE (NORTH)

SCALE: 1"=50'



NOTE: (Y) DENOTES "Y" JUNCTION

SEWER PROFILE (SOUTH)

SCALE: 1"=50'

NAVD 1988

ALL ELEVATIONS DEPICTED HEREON REFERENCE NAVD 1988. THE CONVERSION FACTOR TO NGVD 1929 IS +1.473'

GRAPHIC SCALE

50 0 50 100 150

SCALE: (1 Inch = 50 Feet)

KMA

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2965 16TH AVE. SUITE #2
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FBPE C.O.A. # 32708

REVISIONS: BY: DATE: COMMENT:

NOT FOR CONSTRUCTION

PROJECT:

4945 EDWARDS ROAD MULTI-FAMILY
PD PLAN
FT. PIERCE, FLORIDA

CLIENT:

CAPITAL INVESTMENTS
REAL ESTATE CORP.

WEST PALM BEACH
FLORIDA, 33407

BLAINE ROBERT BERGSTRESSER
LICENSE
NO. 84598
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

BLAINE BERGSTRESSER, P.E.
FLORIDA LICENSE No. 84598
02/24/2022

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DRAWN BY:	SCB
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DATE:	04/22/2023
CAD I.D.:	24-1003-01

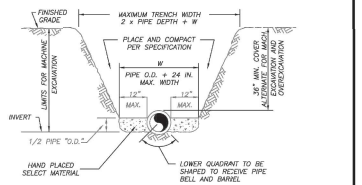
SHEET TITLE:

SEWER PROFILES

SHEET NUMBER:

C-401

Printed on Thursday, September 18, 2025, 3:24 PM by Scott Bernard



NOTES:

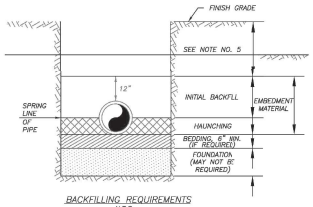
1) THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE 'LORIDA TRENCH SAFETY ACT.

2) INITIAL BACKFILL SHALL BE HAND PLACED TO 12" ABOVE THE PIPE. BACKFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 100% OF 4AX. DENSITY AS DETERMINED BY AASHTO METHOD T-99.

TYPICAL TRENCH DETAIL

N.T.S.

TYPICAL TRENCH DETAIL		M-1
12-09 CONCRETE SLAB	SLL JJC	WATER/WASTEWATER ENGINEERING
DATE REVISION	BY APPD.	
APPROVED: JJC	COMPUTER FILE # MISC. DETAILS 2009012.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL	SCALE: NONE	
APPROVED: JJC	DATE: 2015	SHEET 1 OF 1



BACKFILLING REQUIREMENTS

N.T.S.

NOTES:

1) IN CERTAIN SOIL CONDITIONS A FOUNDATION MAY BE REQUIRED.

2) BEDDING IS REQUIRED PRIMARILY TO BRING THE TRENCH BOTTOM UP TO GRADE. BEDDING MATERIALS SHALL PROVIDE A UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE.

3) HAUNCHING MATERIAL SHALL BE HAND PLACED TO THE SPRINGLINE OF THE PIPE. MATERIAL SHALL BE CONSOLIDATED UNDER THE PIPE AND HAND TAMPED TO PROVIDE ADEQUATE SIDE SUPPORT.

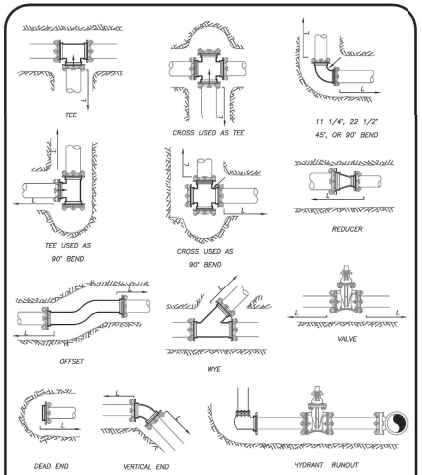
4) INITIAL BACKFILL MATERIAL SHALL BE HAND PLACED TO 12" ABOVE THE TOP OF PIPE. THE SOIL SHALL BE COMPACTED TO 100% MAX. DENSITY.(AASHTO T-99)

5) BACKFILL SHALL BE COMPACTED TO 100% OF MAX. DENSITY AS PER AASHTO T-99, TO A POINT 30" BELOW PROPOSED PROFILE GRADE OR EXISTING GRADE. THE FINAL 30" OF BACKFILL SHALL BE COMPACTED TO 98% OF MAX. DENSITY AS PER AASHTO T-180.

6) DENSITY TEST SHALL BE PERFORMED AT AREAS DETERMINED BY THE UTILITIES ENGINEER OR PERMIT AGENCY HAVING JURISDICTION, AT THE CONTRACTORS EXPENSE.

7) CONTRACTOR TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL 'RENCH SAFETY REGULATIONS.

BACKFILLING REQUIREMENTS		M-2
12-09 CONCRETE SLAB	SLL JJC	WATER/WASTEWATER ENGINEERING
DATE REVISION	BY APPD.	
APPROVED: JJC	COMPUTER FILE # MISC. DETAILS 2009012.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL	SCALE: NONE	
APPROVED: JJC	DATE: 2015	SHEET 1 OF 1



MECHANICAL JOINT ANCHORING REQUIREMENTS

N.T.S.

MECHANICAL JOINT ANCHORING REQUIREMENTS		M-3
12-09 CONCRETE SLAB	SLL JJC	WATER/WASTEWATER ENGINEERING
DATE REVISION	BY APPD.	
APPROVED: JJC	COMPUTER FILE # MISC. DETAILS 2009012.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL	SCALE: NONE	
APPROVED: JJC	DATE: 2015	SHEET 1 OF 1

MECHANICAL JOINT RESTRAINT NOTES

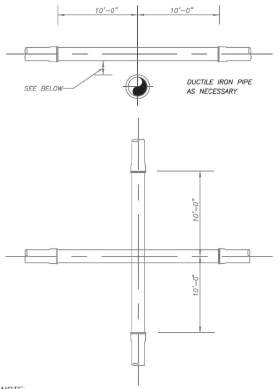
NOTES:

1) THE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING THE REQUIRED LENGTH TO BE RESTRAINED BASED UPON THE PROJECT AREA SOIL TYPE, PROPOSED TRENCH CONDITIONS AND DEPTH, PRESSURE OF 150 PSI, AND A SAFETY FACTOR OF TWO (2). A DRAWING OF EVERY TYPICAL FITTING ASSEMBLY WITHIN THE PROJECT SHALL BE SUBMITTED WHICH REFLECTS THE RESTRAINT DETAIL PROPOSED FOR USE, INCLUDING LENGTH OF PIPE RESTRAINT.

2) REQUIRED RESTRAINED LENGTH CALCULATIONS SHALL ALSO CONSIDER THE CONDITIONS OF OTHER BENDS OR FITTINGS THAT WILL BE LOCATED WITHIN THE CALCULATED RESTRAINED LENGTH (L) OF THE BEND OR FITTING IN QUESTION.

3) EVERY JOINT OR FITTING MUST BE RESTRAINED ON BOTH SIDES OF THE BEND AND FOR TEES ALONG THE BEND ALSO.

MECHANICAL JOINT RESTRAINT NOTES		M-4
12-09 CONCRETE SLAB	SLL JJC	WATER/WASTEWATER ENGINEERING
DATE REVISION	BY APPD.	
APPROVED: JJC	COMPUTER FILE # MISC. DETAILS 2009012.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL	SCALE: NONE	
APPROVED: JJC	DATE: 2015	SHEET 1 OF 1



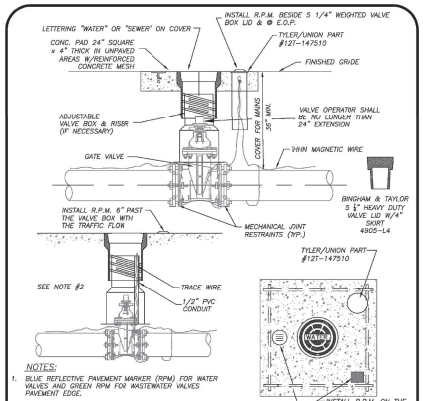
NOTE:

PLEASE REFER TO FORT PIERCE UTILITIES STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS.

UTILITY CROSSING DETAIL

N.T.S.

UTILITY CROSSING DETAIL		M-5
12-09 CONCRETE SLAB	SLL JJC	WATER/WASTEWATER ENGINEERING
DATE REVISION	BY APPD.	
APPROVED: JJC	COMPUTER FILE # MISC. DETAILS 2009012.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL	SCALE: NONE	
APPROVED: JJC	DATE: 2015	SHEET 1 OF 1



NOTES:

1. BLUE REFLECTIVE PAVEMENT MARKER (RPM) FOR WATER VALVES AND GREEN RPM FOR WASTEWATER VALVES PAVEMENT EDGE.
2. FOR WATER AND WASTEWATER VALVES INSTALLED IN PAVED AREAS, ELIMINATE CONCRETE PAD AND ENCASE THE MAGNETIC WIRE IN 1/2" PVC INSIDE THE VALVE BOX SEVEN INCHES BELOW GRADE.
3. DIP MAY BE USED AS RISERS ONLY IF A VALVE BOX IS NOT MANUFACTURED FOR THAT DEPTH. NO PVC RISERS SHALL BE USED IN ANY CIRCUMSTANCES.

TYPICAL GATE VALVE & VALVE BOX DETAIL

N.T.S.

TYPICAL GATE VALVE & VALVE BOX DETAIL		M-6
12-09 CONCRETE SLAB	SLL JJC	WATER/WASTEWATER ENGINEERING
DATE REVISION	BY APPD.	
APPROVED: JJC	COMPUTER FILE # MISC. DETAILS 2009012.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL	SCALE: NONE	
APPROVED: JJC	DATE: 2015	SHEET 1 OF 1

KMA
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FBPE LOA # 32708

REVISIONS:
BY: DATE: COMMENT:

NOT FOR CONSTRUCTION

PROJECT:
4945 EDWARDS ROAD MULTI-FAMILY
PD PLAN
FT. PIERCE, FLORIDA

CLIENT:
CAPITAL INVESTMENTS REAL ESTATE CORP.
WEST PALM BEACH FLORIDA 33407

STATE OF FLORIDA PROFESSIONAL ENGINEER
ROBERT BERGSTRESSER LICENSE NO. 84598

BLAINE BERGSTRESSER, P.E.
FLORIDA LICENSE No. 84598
02/24/2022

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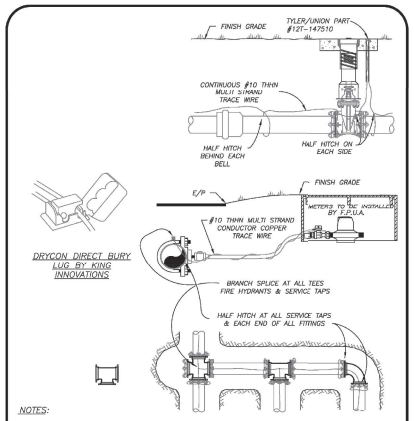
PROJECT No.: 24-1003
DRAWN BY: SCB
CHECKED BY: BRB
DATE: 04/22/2025
CAD I.D.: 24-1003_FPUA DETAILS

SHEET TITLE:
FPUA STANDARD DETAILS

SHEET NUMBER:
C-402

Plotted By:Scott Barnard Sheet Set:24-1003_EDWARDS ROAD Layout:FPUA DETAILS-01 September 18, 2025 03:24:49pm J:\24-1003 4945 Edwards Road\Engineering\Drawings\Civil\Current\24-1003_FPUA DETAILS.dwg
Plotted on Thursday, September 18, 2025, 3:24 PM by Scott Barnard



NOTES:

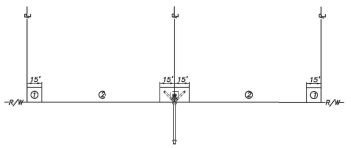
1) TRACE WIRE IS REQUIRED ON ALL PIPE AS NOTED BY UTILITIES ENGINEER AND SHOWN IN STANDARD DETAILS.
2) INCLUDE ALL LOOPS OR MARKERS AS SHOWN IN PHASE OF PIPE.
3) CONTRACTOR IS RESPONSIBLE FOR CONTINUITY OF ALL TRACE WIRE.

TRACE WIRE
(N.T.S.)

TRACE WIRE DETAIL	M-11
12-09 CONCRETE SLAB (DATE) REVISION: BY: APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: JLC COMPUTER FILE # MISC. DETAILS 2020\02.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL SCALE:	
APPROVED: JLC DATE: 2015	SHEET 1 OF 1

GENERAL POLICY

WHERE COST JUSTIFIED AND OPERATIONALLY FEASIBLE, IT IS THE GENERAL POLICY OF THE F.P.U.A. TO PROVIDE WATER, ELECTRIC, SEWER AND GAS SERVICE FROM THE STREET SIDE OF A PIECE OF PROPERTY. DEPENDING ON FACTORS SUCH AS LOCATION OF EXISTING SUPPLY SOURCE FACILITIES, REAR OR SIDE LOT LINE SUPPLY MAY BE AUTHORIZED, BUT ONLY WITH PRIOR APPROVAL FROM THE F.P.U.A.

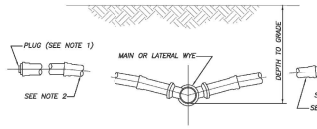


NOTES:

1. THE PREFERRED POINT OF CONNECTION TO THE F.P.U.A. SEWER LATERAL, AREA ①, SHALL BE LOCATED IN THE CORNER OF THE PROPERTY SELECTED BY THE F.P.U.A. AS THE BEST LOCATION FOR THE LATERAL. EVERY EFFORT WILL BE MADE TO SELECT THE CORNER WHERE TWO LATERALS CAN BE CONNECTED IN A "Y" CONFIGURATION AS SHOWN.
2. IF PHYSICAL BARRIERS OR OTHER OBSTACLES PREVENT THE CONNECTION OF THE BUILDING SERVICE LINE TO THE F.P.U.A. SEWER LATERAL, WITHIN AREA ①, THE F.P.U.A. ENGINEERING DEPARTMENT MAY AUTHORIZE THE CONNECTION ALONG THE PORTION OF THE R/W LINE MARKED AREA ②.
3. HORIZONTAL SEPARATION OF WATER AND WASTEWATER SERVICES SHOULD BE A MINIMUM OF SIX FEET AND PREFERABLY TO FEET.
4. THE WASTEWATER LATERAL SHALL BE LOCATED WITHIN RIGHT-OF-WAY AND TERMINATE AT THE PROPERTY LINE.
5. THE F.P.U.A. SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE WASTEWATER LATERAL WITHIN THE EASEMENT OR RIGHT-OF-WAY, UP TO THE POINT OF CONNECTION.

WASTEWATER SERVICE PLACEMENT
(N.T.S.)

WASTEWATER SERVICE PLACEMENT POLICY	S-1
02-08 02-15 (DATE) REVISION: BY: APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: JLM COMPUTER FILE # SEWER DETAIL 2020\02.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL SCALE: N.T.S.	
APPROVED: JLC DATE: 2010	SHEET 1 OF 1

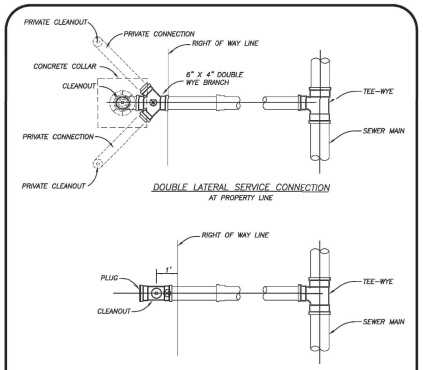


NOTES:

1) BALL TYPE WASTEWATER LOCATOR BY 3M CORP. OR APPROVED EQUAL.
2) MINIMUM SLOPE OF 1/8" PER FOOT, USE GREATER SLOPE WHERE POSSIBLE.
3) SERVICE LATERAL SHALL TERMINATE WITH A CLEANOUT.
4) INSTALL CLEANOUT AT THE PROPERTY LINE. REFER TO DETAIL S-1 FOR SPECIFIC PROPERTY LAYOUT.

SERVICE CONNECTION
(N.T.S.)

SERVICE CONNECTION WASTEWATER	S-2
02-08 (DATE) REVISION: BY: APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: JLC COMPUTER FILE # SEWER DETAIL 2020\02.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL SCALE: N.T.S.	
APPROVED: JLC DATE: 2015	SHEET 1 OF 1



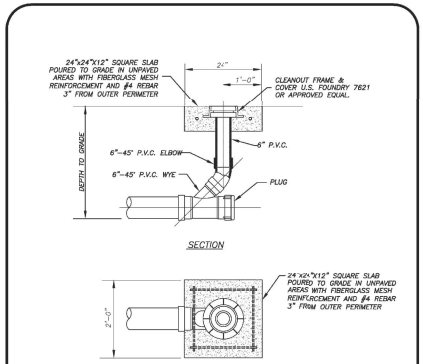
DOUBLE LATERAL SERVICE CONNECTION
AT PROPERTY LINE

SINGLE SERVICE LATERAL CONNECTION

⊕ = BALL TYPE WASTEWATER LOCATOR INSTALLED ABOVE THIS POINT. BALL BY 3M CORP. OR APPROVED EQUAL.
SERVICE LATERAL SHALL TERMINATE WITH A CLEANOUT

SERVICE CONNECTION
(N.T.S.)

SERVICE CONNECTION WASTEWATER	S-3
02-08 (DATE) REVISION: BY: APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: JLC COMPUTER FILE # SEWER DETAIL 2020\02.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL SCALE: N.T.S.	
APPROVED: JLC DATE: 2010	SHEET 1 OF 1



SECTION

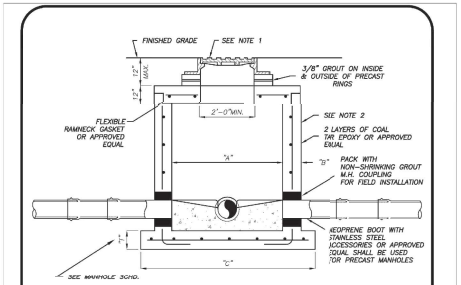
PLAN

NOTES:

1) SEE DETAIL S-3 FOR DOUBLE SERVICE CONNECTION.

RESIDENTIAL CLEANOUT DETAIL
(N.T.S.)

TERMINAL CLEANOUT DETAIL RESIDENTIAL	S-4A
12-09 (DATE) REVISION: BY: APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: JLC COMPUTER FILE # SEWER DETAIL 2020\02.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL SCALE: N.T.S.	
APPROVED: JLC DATE: 2010	SHEET 1 OF 3



PIPE DIA.	"A"	"B"	"C"	BOT. SLAB "T"
8"-24"	4'-0"	"B"	76"	9"
30"-36"	5'-0"	"B"	88"	0"
42"-48"	6'-0"	"B"	100"	2"

TYPICAL MANHOLE DIMENSIONS

NOTES:

1) MANHOLE FRAME & COVER WITH THE WORDS " SANITARY SEWER" CAST N THE COVER. U.S. FOUNDRY 170 OR APPROVED EQUAL.
2) ALL CONCRETE MANHOLES TO BE 4000 P.S.I. TO MEET OR EXCEED ASTM C478 ALL CEMENT TO BE TYPE I ACID RESISTANT. REINFORCING AREA OF 0.02 SQ. IN./FT FOR WALL SECTION MIN. TO MEET OR EXCEED ASTM A 185.
3) A MAXIMUM OF 2 LAYERS OF PRECAST CONCRETE RINGS, IF REQUIRED.
4) RAIN GUARDS SHALL BE INSTALLED IN MANHOLES THAT HAVE GRAVITY MAINS 12" OR LESS.

SHALLOW MANHOLE
DEPTH OF LESS THAN 5'-0"
(N.T.S.)

PRECAST MANHOLE DEPTH OF LESS THAN 5'- 0"	S-6
02-08 (DATE) REVISION: BY: APPD.	WATER/WASTEWATER ENGINEERING
DESIGNED: JLC COMPUTER FILE # SEWER DETAIL 2020\02.DWG	FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL SCALE: N.T.S.	
APPROVED: JLC DATE: 2010	SHEET 1 OF 1

KMA
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FBPE COA # 32708

REVISIONS:
BY: DATE: COMMENT:

NOT FOR CONSTRUCTION

PROJECT:
4945 EDWARDS ROAD MULTI-FAMILY
PD PLAN
FT. PIERCE, FLORIDA

CLIENT:
CAPITAL INVESTMENTS
REAL ESTATE CORP.
WEST PALM BEACH
FLORIDA 33407

STATE OF FLORIDA LICENSE NO. 84598 BLAINE BERGOSTRESSER PROFESSIONAL ENGINEER

BLAINE BERGOSTRESSER, P.E.
FLORIDA LICENSE No. 84598
02/24/2022

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Sunshine 811 Sunshine 811 Inc.
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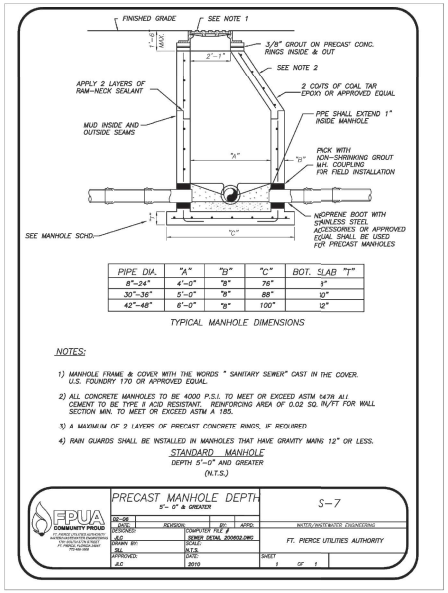
PROJECT No.: 24-1003
DRAWN BY: SCB
CHECKED BY: BRB
DATE: 04/22/2025
CAD I.D.: 24-1003_FPUA DETAILS

SHEET TITLE:
FPUA STANDARD DETAILS

SHEET NUMBER:
C-403

Plotted By: Scott Barnard Sheet Set: 24-1003_EDWARDS ROAD Layout: FPUA DETAILS-02 September 18, 2025 03:24:54pm J:\24-1003 4945 Edwards Road\Engineering\Drawings\Civil\Current\24-1003_FPUA DETAILS.dwg
Plotted on Thursday, September 18, 2025, 3:25 PM by Scott Barnard



PIPE DIA.	"A"	"B"	"C"	BOT. SLAB "T"
8"-24"	4'-0"	"B"	76"	9"
30"-36"	5'-0"	"B"	88"	10"
42"-48"	6'-0"	"B"	100"	12"

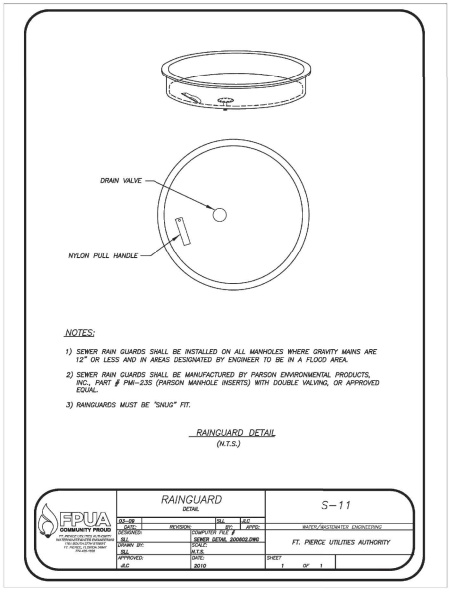
TYPICAL MANHOLE DIMENSIONS

NOTES:

1) MANHOLE FRAME & COVER WITH THE WORDS " SANITARY SEWER" CAST IN THE COVER. U.S. FOUNDRY 170 OR APPROVED EQUAL.
2) ALL CONCRETE MANHOLES TO BE 4000 P.S.I. TO MEET OR EXCEED ASTM 478 ALL CEMENT TO BE TYPE II ACID RESISTANT. REINFORCING AREA OF 0.02 SQ. IN/FT FOR WALL SECTION MIN. TO MEET OR EXCEED ASTM A 185.
3) A MAXIMUM OF 3 LAYERS OF PRECAST CONCRETE RINGS, IF REQUIRED.
4) RAIN GUARDS SHALL BE INSTALLED IN MANHOLES THAT HAVE GRAVITY MAINS 12" OR LESS.

STANDARD MANHOLE
DEPTH 5'-0" AND GREATER
(N.T.S.)

FPUA COMMUNITY PROUD — PRECAST MANHOLE DEPTH 5'- 0" & GREATER — S-7
02-08 | 02-18 | REVISION | BY: | APPD: | WATER/WASTEWATER ENGINEERING
DESIGNED: AJC | COMPUTER FILE # SEWER DETAIL 200602.DWG
DRAWN BY: SLL | SCALE: N.T.S.
APPROVED: AJC | DATE: 2010 | SHEET 1 OF 1
FT. PIERCE UTILITIES AUTHORITY

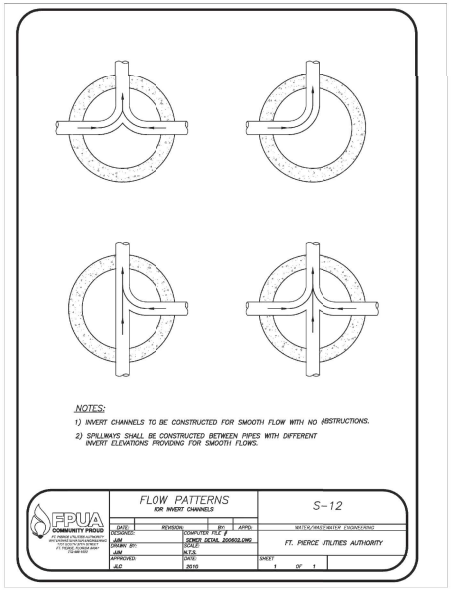


NOTES:

1) SEWER RAIN GUARDS SHALL BE INSTALLED ON ALL MANHOLES WHERE GRAVITY MAINS ARE 12" OR LESS AND IN AREAS DESIGNATED BY ENGINEER TO BE IN A FLOOD AREA.
2) SEWER RAIN GUARDS SHALL BE MANUFACTURED BY PARSON ENVIRONMENTAL PRODUCTS, INC., PART # PMI-23S (PARSON MANHOLE INSERTS) WITH DOUBLE VALVING, OR APPROVED EQUAL.
3) RAINGUARDS MUST BE "SNUG" FIT.

RAINGUARD DETAIL
(N.T.S.)

FPUA COMMUNITY PROUD — RAINGUARD DETAIL — S-11
03-09 | REVISION: | BY: | APPD: | WATER/WASTEWATER ENGINEERING
DESIGNED: AJC | COMPUTER FILE # SEWER DETAIL 200602.DWG
DRAWN BY: SLL | SCALE: N.T.S.
APPROVED: AJC | DATE: 2010 | SHEET 1 OF 1
FT. PIERCE UTILITIES AUTHORITY



NOTES:

1) INVERT CHANNELS TO BE CONSTRUCTED FOR SMOOTH FLOW WITH NO OBSTRUCTIONS.
2) SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS PROVIDING FOR SMOOTH FLOWS.

FPUA COMMUNITY PROUD — FLOW PATTERNS FOR INVERT CHANNELS — S-12
DATE: | REVISION: | BY: | APPD: | WATER/WASTEWATER ENGINEERING
DESIGNED: AJC | COMPUTER FILE # SEWER DETAIL 200602.DWG
DRAWN BY: AJC | SCALE: N.T.S.
APPROVED: AJC | DATE: 2010 | SHEET 1 OF 1
FT. PIERCE UTILITIES AUTHORITY

GENERAL POLICY

WHERE COST JUSTIFIED AND OPERATIONALLY FEASIBLE, IT IS THE GENERAL POLICY OF THE F.P.U.A. TO PROVIDE WATER, ELECTRIC, SEWER AND GAS SERVICE FROM THE STREET SIDE OF A PIECE OF PROPERTY, DEPENDING ON FACTORS SUCH AS LOCATION OF EXISTING SUPPLY SOURCE FACILITIES, REAR OR SIDE LOT LINE SUPPLY MAY BE AUTHORIZED, BUT ONLY WITH PRIOR APPROVAL FROM THE F.P.U.A.

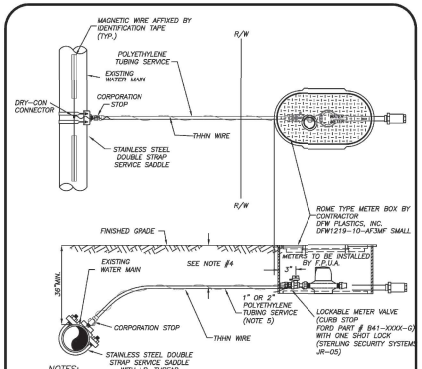


NOTES:

1. THE PREFERRED POINT OF CONNECTION TO THE F.P.U.A. WATER METER, AREA ①, SHALL BE LOCATED IN THE CORNER OF THE PROPERTY SELECTED BY THE F.P.U.A. AS THE BEST LOCATION FOR THE WATER METER. EVERY EFFORT WILL BE MADE TO SELECT THE CORNER WHERE TWO WATER SERVICES AND METERS CAN BE CONNECTED.
2. IF PHYSICAL BARRIERS OR OTHER OBSTACLES PREVENT THE CONNECTION OF THE BUILDING SERVICE LINE TO THE F.P.U.A. WATER SERVICE, WITHIN AREA ①, THE F.P.U.A. ENGINEERING DEPARTMENT MAY AUTHORIZE THE CONNECTION ALONG THE PORTION OF THE R/W LINE MARKED AREA ②, OR ALONG THE PROPERTY LINES MARKED AREA ③.
3. HORIZONTAL SEPARATION OF WATER AND WASTEWATER SERVICES SHOULD BE A MINIMUM OF 6 FEET AND PREFERABLY 10 FEET.
4. ALL METERS SHALL BE INSTALLED IN AN UNRESTRICTED AREA ALLOWING EASE OF ACCESS AND PROVIDING ADEQUATE PROTECTION.
5. THE F.P.U.A. SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE WATER LATERAL WITHIN THE EASEMENT OR RIGHT-OF-WAY, UP TO THE POINT OF CONNECTION.

WATER METER PLACEMENT
(N.T.S.)

FPUA COMMUNITY PROUD — WATER METER PLACEMENT POLICY — W-1
02-08 | 02-18 | REVISION: | BY: | APPD: | WATER/WASTEWATER ENGINEERING
DESIGNED: AJC | COMPUTER FILE # WATER DETAILS 200602.DWG
DRAWN BY: SLL | SCALE: N.T.S.
APPROVED: AJC | DATE: 2010 | SHEET 1 OF 1
FT. PIERCE UTILITIES AUTHORITY

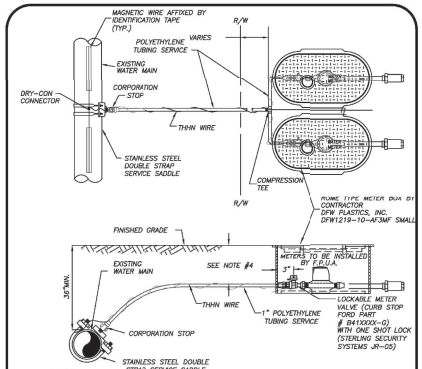


NOTES:

1. BLUE 10 GAUGE THHN WIRE SHALL BE ATTACHED TO THE SERVICE LINE.
2. WHERE SERVICES UNDER PAVEMENT ARE REQUIRED, THE POLYETHYLENE TUBING SHALL BE INSTALLED WITHIN SCHEDULE 40 PVC CASING PIPE.
3. 1" & 3/4" METER SIZES SHALL REQUIRE A LOCKABLE METER VALVE. (CURB STOP)
4. MINIMUM COVER IN UNPAVED AREAS SHALL BE 30", IN PAVED AREAS OR PLANNED ROADWAYS OR SWALES MIN. COVER SHALL BE 36".
5. FOR 2" COMMERCIAL SERVICE INSTALLATIONS, FPUA WILL INSTALL ABOVE GROUND METER PER DETAIL W-8.

TYPICAL SINGLE WATER SERVICE CONNECTION
(N.T.S.)

FPUA COMMUNITY PROUD — TYPICAL SINGLE WATER SERVICE CONNECTION — W-2
03-09 | DESIGN | REVISION: | BY: | APPD: | WATER/WASTEWATER ENGINEERING
DESIGNED: AJC | COMPUTER FILE # WATER DETAILS 200602.DWG
DRAWN BY: SLL | SCALE: N.T.S.
APPROVED: AJC | DATE: 2020 | SHEET 1 OF 1
FT. PIERCE UTILITIES AUTHORITY



NOTES:

1. BLUE 10 GAUGE THHN WIRE SHALL BE ATTACHED TO THE SERVICE LINE.
2. WHERE SERVICES UNDER PAVEMENT ARE REQUIRED, THE POLYETHYLENE TUBING SHALL BE INSTALLED WITHIN SCHEDULE 40 PVC CASING PIPE.
3. 1" & 3/4" METER SIZES SHALL REQUIRE A LOCKABLE METER VALVE. (CURB STOP)
4. MINIMUM COVER IN UNPAVED AREAS SHALL BE 30", IN PAVED AREAS OR PLANNED ROADWAYS OR SWALES MIN. COVER SHALL BE 36".

TYPICAL DOUBLE WATER SERVICE CONNECTION
(N.T.S.)

FPUA COMMUNITY PROUD — TYPICAL DOUBLE WATER SERVICE CONNECTION — W-3
03-09 | DESIGN | REVISION: | BY: | APPD: | WATER/WASTEWATER ENGINEERING
DESIGNED: AJC | COMPUTER FILE # WATER DETAILS 200602.DWG
DRAWN BY: SLL | SCALE: N.T.S.
APPROVED: AJC | DATE: 2020 | SHEET 1 OF 1
FT. PIERCE UTILITIES AUTHORITY

KMA
ENGINEERING & SURVEYING, LLC.
7205 14TH AVE, SUITE #3
VERO BEACH, FL 32968
PHONE (772) 696-9008
FBPE C.O.A. # 32708

REVISIONS: BY: | DATE: | COMMENT:

NOT FOR CONSTRUCTION

PROJECT:
4945 EDWARDS ROAD MULTI-FAMILY
PD PLAN
FT. PIERCE, FLORIDA

CLIENT:
CAPITAL INVESTMENTS
REAL ESTATE CORP.
WEST PALM BEACH
FLORIDA, 33407

STATE OF FLORIDA — BLAINE ROBERT BERGSTRESSER — LICENSE NO. 84598 — PROFESSIONAL ENGINEER

BLAINE BERGSTRESSER, P.E.
FLORIDA LICENSE No. 84598
02/24/2022

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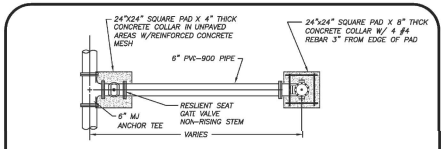
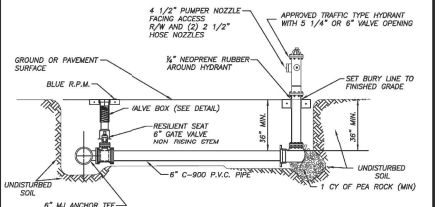
CHECKED BY: BRB
DATE: 04/22/2025
CAD I.D.: 24-1003_FPUA DETAILS

SHEET TITLE:
FPUA STANDARD DETAILS

SHEET NUMBER:
C-404

Plotted By:Scott Barnard Sheet Set:24-1003_EDWARDS ROAD Layout:FPUA DETAILS-03 September 18, 2025 03:25:02pm J:\24-1003 4945 Edwards Road\Engineering\Drawings\Civil\Current\24-1003_FPUA DETAILS.dwg
Plotted on Thursday, September 18, 2025, 3:25 PM by Scott Barnard

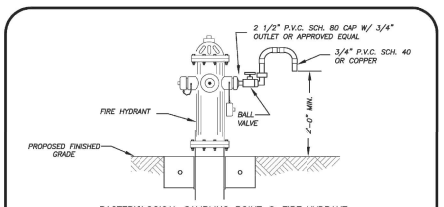




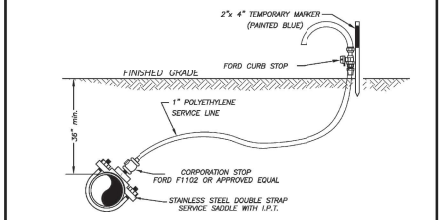
NOTES:
1. HYDRANT SHALL BE INSTALLED PLUMB & TRUE.
2. HYDRANT SHALL BE PAINTED "ARRIVAL RED FROM FACTORY.
3. HEEL TO REST IN UNDISTURBED SOIL.
4. THE ONLY HYDRANTS ACCEPTABLE ARE: MUELLER SUPER CENTURION 150 OR AMERICAN DARLING B-84-B-5.
5. HYDRANT ASSEMBLY MUST BE RESTRAINED TO TEE.
6. ALL FITTINGS SHALL BE MECHANICAL JOINT.
7. ENTIRE ASSEMBLY TO BE MECHANICALLY RESTRAINED.
8. BLUE LOCATOR SHALL BE PLACED IN CENTER OF TRAVEL LANE CLOSEST TO HYDRANT.
9. ALL HYDRANT VALVE BOX COVERS SHALL BE PAINTED CARNIVAL RED.
10. LOCATE WIRE SHALL TERMINATE AT HYDRANT ISOLATION VALVE
11. HYDRANTS SHALL BE NO MORE THAN FIFTEEN FEET (15 FT.) FROM THE CURB OF ROADWAYS OR FROM THE EDGE OF PAVEMENT. CLEARANCES OF SEVEN AND ONE HALF FEET (7'1"-6IN.) IN FRONT OF AND TO THE SIDES OF THE FIRE HYDRANTS, WITH FOUR FOOT (4 FT.) CLEARANCE TO THE REAR OF HYDRANTS SHALL BE MAINTAINED.

TYPICAL FIRE HYDRANT ASSEMBLY
(N.T.S.)

TYPICAL FIRE HYDRANT ASSEMBLY	W-5
FPUA COMMUNITY PROUD — 1ST PIERCE UTILITIES AUTHORITY, 1701 SOUTH 25TH STREET, FT. PIERCE, FLORIDA 34947, 772-466-1600	WATER/WASTEWATER ENGINEERING
12-08 DESIGN — SLL — JLC	
DATE: — REVISION: — BY: — APPD:	
DESIGNED: JLC — COMPUTER FILE # WATERDETAIL.DWG	
DRAWN BY: SLL — SCALE: N.T.S.	FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC — DATE: 2010	SHEET 1 OF 1



BACTERIOLOGICAL SAMPLING POINT @ FIRE HYDRANT
(N.T.S.)



BACTERIOLOGICAL SAMPLING POINT @ WATER MAIN
(N.T.S.)

NOTE:
AFTER TESTING REMOVE 1" P.E. LINE AND CAP WITH BRASS PLUG AT CORPORATION STOP.

BACTERIOLOGICAL SAMPLING POINT DETAIL	W-6
FPUA COMMUNITY PROUD — 1ST PIERCE UTILITIES AUTHORITY, 1701 SOUTH 25TH STREET, FT. PIERCE, FLORIDA 34947, 772-466-1600	WATER/WASTEWATER ENGINEERING
12-08 DESIGN — 08-10 REVISING — SLL — JLC	
DATE: — REVISING: — BY: — APPD:	
DESIGNED: JLC — COMPUTER FILE # WATERDETAIL.DWG	
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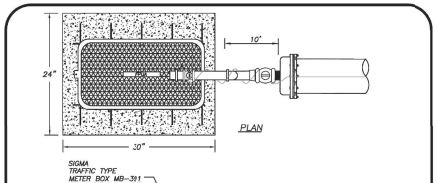
APPROVED: JLC — DATE: 2010	SHEET 1 OF 1



SECTION

NOTE:
1. CAP SHALL BE RESTRAINED PER MANUFACTURER'S RECOMMENDATIONS AND F.P.U.A. REQUIREMENTS.
2. BLUE RPM FOR BLOWOFF ASSEMBLY
3. CONCRETE SLAB TO BE 3000 PSI WITH 6" X 6" WIRE MESH.

MANUAL BLOWOFF ASSEMBLY
(N.T.S.)

MANUAL BLOWOFF ASSEMBLY	W-7
FPUA COMMUNITY PROUD — 1ST PIERCE UTILITIES AUTHORITY, 1701 SOUTH 25TH STREET, FT. PIERCE, FLORIDA 34947, 772-466-1600	WATER/WASTEWATER ENGINEERING
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DATE: — REVISION: — BY: — APPD:	
DESIGNED: JLC — COMPUTER FILE # WATER DETAILS 2009052.DWG	
DRAWN BY: SLL — SCALE: N.T.S.	FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC — DATE: 2010	SHEET 1 OF 1

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. WATER MAINS WHERE SPECIFIED AS POLYVINYL CHLORIDE (PVC) SHALL CONFORM TO AWWA C-900 OR C-905, PRESSURE CLASS 150, DR (18). WATER MAINS WHERE SPECIFIED AS POLYETHYLENE (PE) SHALL CONFORM TO AWWA C-901 FOR 4-INCH STANDARD (SDR) DESIGNATION PIPE WITH PRESSURE CLASS 200 (SDR/DIMENSION RATIO (DR) 11 FOR DIRECT BURY, (DR) 11 FOR DIRECTIONAL BORING, AND (DR) 9 FOR 2 INCH AND SMALLER PIPELINES.
3. WATER MAIN, WHERE SPECIFIED AS DUCTILE IRON PIPE , SHALL CONFORM TO ANSI/AWWA C151/A21.51 AND SHALL BE PRESSURE CLASS 250 (MINIMUM).
4. POLYVINYL CHLORIDE WATER MAIN SHALL BE BLUE IN COLOR OR WHITE IN COLOR WITH BLUE STRIPES. THE USE OF IDENTIFICATION TAPE ATTACHED TO THE TOP OF THE PIPE MAY BE USED IN LIEU OF MARKING ON THE PIPE, ALSO DIP PIPE SHALL REQUIRE THE USE OF IDENTIFICATION TAPE AND THHN WIRE.
5. FITTINGS SHALL BE DUCTILE IRON CONFORMING TO ANSI/AWWA C-110/A21.10, CLASS 250 MIN., CEMENT LINED AND FACTORY COATED
6. GATE VALVES SHALL BE MUELLER RESILIENT SEAT, KENNDY KEN-SEAL, AMERICAN OR APPROVED EQUAL. VALVES SHALL CONFORM TO AWWA C-509.
7. WATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY, COUNTY, FDOT, IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
8. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE FPUA ENGINEER AND CITY/COUNTY/FDOT ENGINEER.
9. THE CONTRACTOR SHALL NOTIFY FPUA ENGINEERING AND CITY/COUNTY/FDOT ENGINEERING 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
10. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, FPUA, AND CITY/COUNTY/FDOT ENGINEER SHALL BE MANDATORY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
11. TRAFFIC CONTROL, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND APPROVED BY THE CITY ENGINEER.
12. MINIMUM COVER SHALL BE 36 INCHES EXCEPT AS APPROVED BY THE UTILITIES ENGINEER AND CITY/COUNTY/FDOT ENGINEER. PIPES WITH COVER LESS THAN 30 INCHES SHALL BE CONSTRUCTED OF DUCTILE IRON OR IN PVC CASING.
13. DISTURBED AREAS SHALL BE RESTORED IN CONFORMANCE WITH THE APPLICABLE GOVERNING AGENCY REQUIREMENTS.
14. EXISTING UTILITIES AND DRAINAGE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY THE CONTRACTOR.
15. WATER MAINS SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE APPLICABLE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AWWA C-651 FOR DISINFECTION.

WATER DISTRIBUTION	G-1 NOTES
02-08 DESIGN — SLL — JLC	
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APPROVED: JLC — DATE: 2010	SHEET 1 OF 2

FORT PIERCE UTILITIES AUTHORITY WASTEWATER CONSTRUCTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. GRAVITY SEWER MAIN SHALL BE POLYVINYL CHLORIDE SDR-26, GREEN OR WHITE IN COLOR, GRAVITY SEWER MAIN SHALL HAVE LOCATOR TAPE WITH "SEWER" MARKED ON TAPE AND SHALL CONFORM TO ASTM D-~034.
3. THE MANHOLE BASE SHALL BE SET ON A FIRM, DRY AND STABLE OR COMPACTED BASE FOUNDATION. IF NECESSARY, THE CONTRACTOR SHALL UTILIZE ROCK TO PROVIDE A FIRM AND SUITABLE MANHOLE BASE FOUNDATION.
4. WASTEWATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY ENGINEERING DEPARTMENT OR GRADES MAKING AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THEN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
5. A 1% MINIMUM SLOPE SHALL BE MAINTAINED ON ALL SANITARY SERVICE LATERALS.
6. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER CONSISTING OF PIPE SIZES, LOCATION OF SERVICE TEE WYES, DIAMETER OF SERVICES, LOCATION OF ANY FITTINGS, FINAL RIM AND INVERT ELEVATION OF ALL MANHOLES AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT.
7. MAINTAIN 300 FEET AND PREFERABLY 10 FEET HORIZONTAL DISTANCE BETWEEN WATER MAINS AND SEWER MAINS AS A MINIMUM.
8. WASTEWATER FORCE MAINS, WASTEWATER COLLECTION LINES, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. A MINIMUM VERTICAL DISTANCE OF 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE SHALL BE PROVIDED WHENEVER POSSIBLE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER PIPE JOINTS ARE EQUIDISTANCE FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
9. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, AND FPUA/CITY COUNTY/FDOT SHALL BE MANDATORY PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
10. NO FIELD CHANGES OR DEVIATIONS FORM THE DESIGN SHALL BE MAIE WITHOUT PRIOR APPROVAL FPUA/CITY/COUNTY/FDOT ENGINEER,
11. TRAFFIC CONTROL, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
12. CONTRACTOR SHALL NOTIFY FORT PIERCE UTILITIES AUTHORITY 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
13. WASTEWATER FORCE MAIN SHALL BE POLYVINYL CHLORIDE CONFORMING TO AWWA C-900, AND SHALL BE CLASS 150, DR-18.
14. WASTEWATER FORCE MAIN SHALL BE GREEN IN COLOR.
15. FITTINGS SHALL BE DUCTILE IRON, CONFORMING TO ANSI/AWWA C-11%/A21.10 CLASS 250 MIN. AND INTERIOR EPOXY COATED.
16. WASTEWATER FORCE MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN WIRE (GREEN IN COLOR) PERMANENTLY ATTACHED TO THE TOP OF THE FORCE MAIN WITH LOCATOR TAPE MARKED "SEWER" ON TAPE IN ACCORDANCE WITH FPUA SPECIFITATIONS.
17. MINIMUM COVER SHALL BE 36 INCHES, PIPES WITH COVER LESS THAN 30 INCHES SHALL REQUIRE PRIOR APPROVAL OF THE UTILITIES ENGINEER AND SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE.
18. EACH SERVICE LATERAL WILL BE MARKED WITH A LOCATOR BALL AS MANUFACTURED BY JM CORPORATION, OR APPROVED EQUAL AS REQUIRED BY FPUA ENGINEER.
19. ALL MANHOLES SHALL HAVE SEWER RAIN GUARDS INSTALLED AS REQUIRED BY FPUA ENGINEER.
20. THE CONTRACTOR SHALL COMPLY WITH THE FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

WASTEWATER CONSTRUCTION NOTES FPUA REQUIREMENTS	G-2 CONSTRUCTION NOTES
02-08 DESIGN — SLL — JLC	
DATE: — REVISION: — BY: — APPD:	
DESIGNED: JLC — COMPUTER FILE # DETAIL NOTES 2009052.DWG	
DRAWN BY: JLM — SCALE: N.T.S.	FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC — DATE: 2010	SHEET 1 OF 1

STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS

1. SANITARY SEWER, FORCE MAINS, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS, FORCE MAINS AND STORM SEWERS CROSSING UNDER WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 6 INCHES, PREFERABLY 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHEN ABOVE, AND AT LEAST 12 INCHES OF SEPARATION WHEN THE WATER MAIN IS BELOW.

WHERE SANITARY SEWER, FORCE MAINS, STORM SEWERS MUST CROSS A WATER MAIN WITH LESS THAN 6 INCHES VERTICAL SEPARATION, BOTH THE SEWER AND WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) CENTERED ON THE CROSSING. (DIP IS NOT REQUIRED FOR STORM SEWERS.) SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED.

ALL CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING). AT SUCH CROSSINGS PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE WITH LESS THAN 6 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWERS) AND NEW PIPES SHALL BE ARRANGED TO MEET THE CROSSING REQUIREMENTS ABOVE.

2. A MINIMUM 3-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF STORM SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 3-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN VACUUM TYPE SANITARY SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN "ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 6-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN GRAVITY OR PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO 3 FOOT WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER

IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10-FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON A UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATON THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER.

WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 6 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWER) WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).

3. ALL DIP SHALL BE PRESSURE CLASS 250 MIN. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN ENGINEER.

STANDARD SEPARATION STATEMENT FOR WATER/SEWER CONFLICT	G-3 WATER/SEWER CONFLICT
02-08 DESIGN — SLL — JLC	
DATE: — REVISION: — BY: — APPD:	
DESIGNED: JLC — COMPUTER FILE # DETAIL NOTES 2009052.DWG	
DRAWN BY: JLM — SCALE: N.T.S.	FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC — DATE: 2010	SHEET 1 OF 1

KMA
ENGINEERING & SURVEYING, LLC.
7395 10TH AVE, SUITE 201
VERO BEACH, FL 32967
PHONE (772) 584-4008
FBPE COA # 32708

REVISIONS: BY: DATE: COMMENT:

NOT FOR CONSTRUCTION

PROJECT
4945 EDWARDS ROAD MULTI-FAMILY
PD PLAN
FT. PIERCE, FLORIDA

CLIENT:
CAPITAL INVESTMENTS
REAL ESTATE CORP.
WEST PALM BEACH
FLORIDA 33407

ROBERT BERGSTRESSER — LICENSED PROFESSIONAL ENGINEER — NO. 84598 — STATE OF FLORIDA

BLAINE BERGOSTRESSER, P.E.
FLORIDA LICENSE No. 84598
02/24/2022

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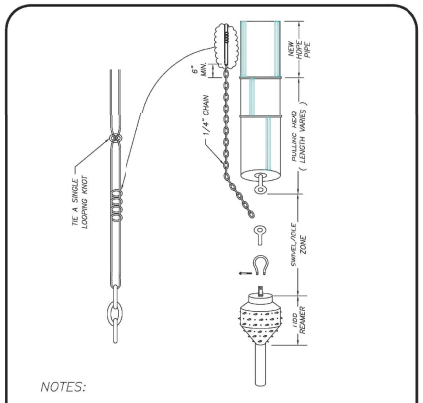
PROJECT No.: 24-1003
DRAWN BY: SCB
CHECKED BY: BRB
DATE: 04/21/2023
CAD I.D.: 24-1003_FPUA DETAILS

SHEET TITLE
FPUA STANDARD DETAILS

SHEET NUMBER
C-405

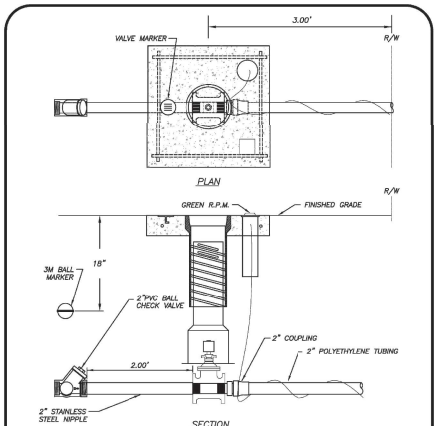
Plotted By: Scott Barnard Sheet Set: 24-1003_EDWARDS ROAD Layout: FPUA DETAILS-04 September 18, 2025 03:25:17pm J:\24-1003 4945 Edwards Road\Engineering\Drawings\Civil\Current\24-1003_FPUA DETAILS.dwg
Plotted on Thursday, September 18, 2025, 3:25 PM by Scott Barnard



NOTES:

1. WHERE DIRECTIONAL DRILLING LENGTHS EXCEED 750 LINEAR FEET AND/OR HDPE PIPE DIAMETER EXCEED 12 INCHES, A SECOND LENGTH OF TRACE WIRE SHALL BE INSTALLED.
2. TRACE WIRE SHALL CONFORM TO THE FOLLOWING SPECIFICATION:
   MANUFACTURER – COPPERHEAD INDUSTRIES, LLC
   PART NUMBER - 12458–EHS–500 / 12458–EHS–1000 / 12458–EHS–2500
   PART NUMBER DESCRIPTION – 12 (AWG), 45 (JACKET MIL), B (JACKET COLOR: B=BLUE, G=GREEN, ETC. – EHS (EXTRA HIGH STRENGTH–HARD DRAWN / 1150# BREAKING LOAD STRENGTH) – 500 (WIRE LENGTH IN FEET)

FPUA COMMUNITY PROUD	DIRECTIONAL BORE WIRE ATTACHMENT	M–16
03–09 CONCRETE SLAB	SLJ / JLC	WATER/WASTEWATER ENGINEERING
DESIGNED: JLC	DRAWN: JLC	MISC. DETAILS 2000GS.DWG
CHECKED: SLJ	APPROVED: JLC	DATE: 2015
FT. PIERCE UTILITIES AUTHORITY	SHEET 1 OF 1	

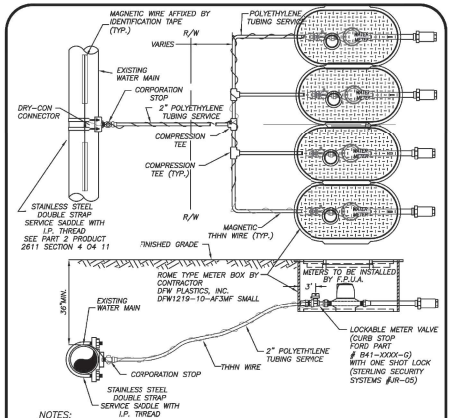


SECTION

NOTES:

1. FORCE MAIN CONNECTION SHALL CONSIST OF A 2" TAPPING SADDLE, 2" STAINLESS STEEL NIPPLE AND 2" THREADED RESILIENT SEAT GATE VALVE.
2. GREEN 10 GAUGE THHN WIRE SHALL BE ATTACHED TO THE SERVICE LINE.
3. WHERE SERVICES UNDER PAVEMENT ARE REQUIRED, THE POLYETHYLENE TUBING SHALL BE INSTALLED WITHIN SCHEDULE 40 PVC CASING PIPE.
4. MINIMUM COVER IN UNPAVED AREAS SHALL BE 30", IN PAVED AREAS OR PLANNED ROADWAYS OR SWALES MIN. COVER SHALL BE 36".

FPUA COMMUNITY PROUD	GRINDER STATION CONNECTION	S–16
03–08 DESIGN	SLJ / JLC	WATER/WASTEWATER ENGINEERING
DESIGNED: JLC	DRAWN BY: SLJ	COMPUTER FILE #
CHECKED: JLC	APPROVED: JLC	SCALE: N.T.S.
DATE: 2010	SHEET 1 OF 1	FT. PIERCE UTILITIES AUTHORITY



NOTES:

1. BLUE 10 GAUGE THHN WIRE SHALL BE ATTACHED TO THE SERVICE LINE AND RAN TO OUTER METERS ONLY.
2. WHERE SERVICES UNDER PAVEMENT ARE REQUIRED, THE POLYETHYLENE TUBING SHALL BE INSTALLED WITHIN SCHEDULE 40 PVC CASING PIPE.
3. 1" & 3/4" METER SIZES SHALL REQUIRE A LOCKABLE METER VALVE. (CURB STOP)
4. MINIMUM COVER IN UNPAVED AREAS SHALL BE 30", IN PAVED AREAS OR PLANNED ROADWAYS OR SWALES MIN. COVER SHALL BE 36".

TYPICAL MULTIPLE WATER SERVICE CONNECTION
(N.T.S.)

FPUA COMMUNITY PROUD	TYPICAL MULTIPLE WATER SERVICE CONNECTION	W–4
03–08 DESIGN	SLJ / JLC	WATER/WASTEWATER ENGINEERING
DESIGNED: JLC	DRAWN BY: SLJ	COMPUTER FILE # WATER DETAILS 2000GS.DWG
CHECKED: SLJ	APPROVED: JLC	SCALE: N.T.S. DATE: 2020
FT. PIERCE UTILITIES AUTHORITY	SHEET 1 OF 1	

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VERO BEACH, FL 32967
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FBPE COA # 32708

REVISIONS:

BY:	DATE:	COMMENT

NOT FOR CONSTRUCTION

PROJECT:
4945 EDWARDS ROAD MULTI-FAMILY
PD PLAN
FT. PIERCE, FLORIDA

CLIENT:
CAPITAL INVESTMENTS
REAL ESTATE CORP.
WEST PALM BEACH
FLORIDA 33407

STATE OF FLORIDA BLAINE ROBERT BERGSTRESSER LICENSED PROFESSIONAL ENGINEER NO. 84598

BLAINE BERGSTRESSER, P.E.
FLORIDA LICENSE No. 84598
02/24/2022

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PROJECT No.:	24-1003
DRAWN BY:	SCB
CHECKED BY:	BRB
DATE:	04/22/2023
CAD I.D.:	24-1003_FPUA DETAILS

SHEET TITLE:
FPUA STANDARD DETAILS

SHEET NUMBER:
C-406

Plotted on Thursday, September 19, 2024, 3:25 PM by Scott Barnard

O'ROURKE
ENGINEERING & PLANNING

ATMC Company

TRAFFIC ANALYSIS

FOR

4945 Edwards Road

Prepared for:

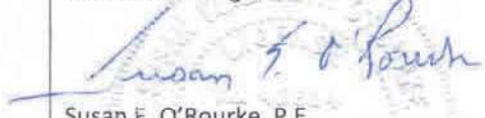
Mr. Erdem Altinok
Capital Investments Real Estate Corporation
4512 N. Flagler Dr. #206
West Palm Beach, FL 33407

Prepared by:

O'Rourke Engineering & Planning
3725 S. East Ocean Blvd
Stuart, Florida 34996
772-781-7918

July 16, 2024

24203.01.03

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 3725 S. East Ocean Blvd Stuart, Florida 34994 772-781-7918	Professional Engineer  Susan E. O'Rourke, P.E. Date signed and sealed: 7/16/2024 License #: 42684

O'ROURKE
ENGINEERING & PLANNING

ATMC Company

July 16, 2024

Mr. Erdem Altinok
Capitol Investments Real Estate Corporation
4512 N. Flagler Dr. #206
West Palm Beach, FL 33407

Re: 4945 Edwards Road

Dear Mr. Rivera:

O'Rourke Engineering & Planning has completed the analysis of the proposed development located on Jenkins Road and Edwards Road in St. Lucie County, Florida. The steps in the analysis and the ensuing results are presented herein.

It has been a pleasure working with you. If you have any questions or comments, please give me a call.

Respectfully submitted,

O'Rourke Engineering & Planning

Susan E. O'Rourke, P.E.
Registered Civil Engineer

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APPENDIX A: Site Plan
APPENDIX B: St. Lucie County 2024 Level of Service Report
APPENDIX C: Other Project Data/Growth Rate
APPENDIX D: Intersection Analysis Data
APPENDIX E: Driveway Data & Analysis

INTRODUCTION

O'Rourke Engineering & Planning was retained to prepare a traffic analysis for the proposed development consisting of 112 townhouse dwelling units located on Edwards Road in Ft. Pierce, St. Lucie County, Florida. The purpose of this report is to determine the projects impact on the surrounding roadway system.

In order to make the determination that the project complies with County Concurrency Guidelines, the following analytical steps were taken:

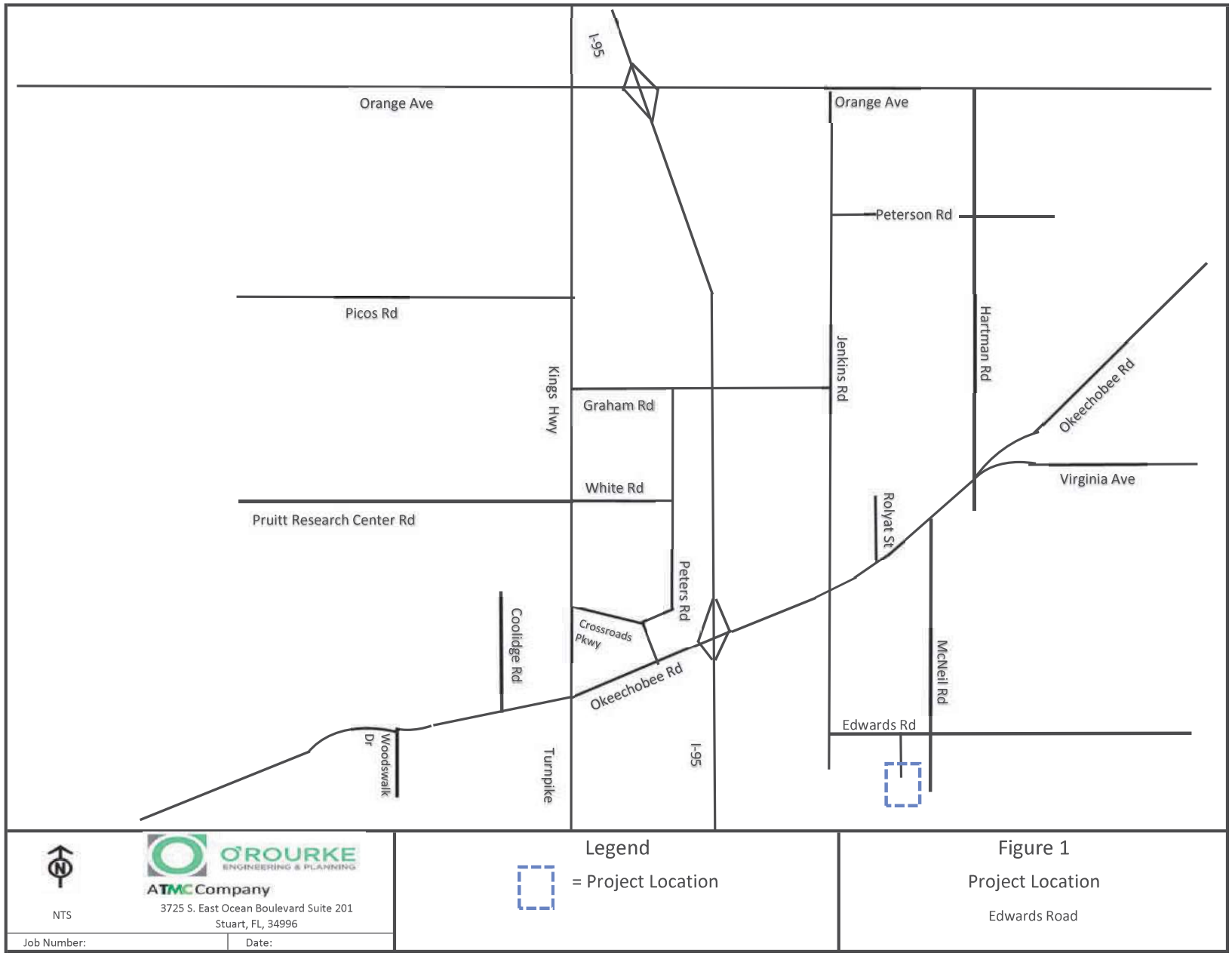
- summary of the project
- summary of existing lane geometries
- summary of the existing traffic volumes
- assessment of project traffic
- determination of impact area
- summary of buildout cumulative traffic volumes
- summary of levels of service with the project traffic added

Each of these steps is outlined herein.

PROJECT DESCRIPTION

The proposed development will consist of 112 townhouse dwelling units. The project is located east of Jenkins Road and south of Edwards Road. The location is shown in **Figure 1**.

1


I-95
Orange Ave
Orange Ave
Peterson Rd
Picos Rd
Kings Hwy
Jenkins Rd
Hartman Rd
Graham Rd
Okeechobee Rd
Virginia Ave
White Rd
Pruitt Research Center Rd
Rolyat St
Peters Rd
Coolidge Rd
Crossroads Pkwy
McNeil Rd
Okeechobee Rd
Edwards Rd
Woodswalk Dr
Turnpike
I-95
NTS
O'ROURKE ENGINEERING & PLANNING
ATMC Company
3725 S. East Ocean Boulevard Suite 201
Stuart, FL, 34996
Job Number:
Date:
Legend
= Project Location
Figure 1
Project Location
Edwards Road

EXISTING CONDITIONS

The study area is defined as the roadways upon which the project has an impact of 5% of the level of service capacity of the roadway and 1% on the adjacent link. Once the project traffic was assigned, the study area was refined based on the impact percentages.

The study area roadways were defined in terms of existing lane geometrics and existing traffic volumes.

Existing/Proposed Lane Geometrics and Traffic Control

The study area was reviewed to determine the existing number and type of lanes, and the traffic control along the roadway. Each roadway is described below.

- Okeechobee Road is a multi-lane divided arterial roadway with an east/west alignment. It is four-lane divided west of Kings Highway and east of Virginia Avenue. It is six-lane divided from Rolyat Street to Virginia Avenue and from Kings Highway to I-95. There is an eight-lane divided section from east of I-95 to Rolyat Street. There are numerous extended turn lanes and freeway auxiliary lanes.
- Kings Highway is under construction in portions and included in the 5-year TIP to be widened to a four-lane divided roadway.
- Edwards Road is a two-lane arterial roadway with an E/W alignment.
- Jenkins Road is a two-lane arterial roadway with a N/S alignment.
- McNeil Road is a two-lane local roadway with a N/S alignment.

Existing Traffic Volumes/Service Volume

Traffic volumes were obtained from the St. Lucie County TPO and FDOT. The count data along with the number of lanes and the associated peak hour/peak direction service volumes will be summarized in the upcoming sections of the report. Sources of the data are included in **Appendix B.**

PROJECT TRAFFIC

To estimate future traffic generated by the development, the ITE Trip Generation, 11th Edition trip rates for Single Family Attached Housing (Land Use Code 215) was applied to estimate the trips generated by the proposed development. This land use code is used for townhomes developments. These calculations are shown in **Tables 1a, 1b, and 1c**.

As shown, the project will generate 803 new daily trips. There will be 53 AM peak hour trips with 13 entering the project and 40 trips exiting the project. The project will generate 63 new PM peak hour trips. There will be 37 trips entering the project and 26 trips exiting the project in the PM peak hour.

Table 1 - Trip Generation

Table 1a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Single Family Attached Housing	215	112	DU	T = 7.62(X) - 50.48	50%	50%	402	401	803
TOTALS							**402**	**401**	**803**

Source: ITE 11th Edition Trip Generation Rates

Table 1b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Single Family Attached Housing	215	112	DU	T = 0.52(X) - 5.70	25%	75%	13	40	53
TOTALS							**13**	**40**	**53**

Source: ITE 11th Edition Trip Generation Rates

Table 1c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Single Family Attached Housing	215	112	DU	T = 0.60(X) - 3.93	59%	41%	37	26	63
TOTALS							**37**	**26**	**63**

Source: ITE 11th Edition Trip Generation Rates

PROJECT DISTRIBUTION/ ASSIGNMENT/IMPACT

Distribution/ Assignment – The overall distribution and assignment were based on other approved residential projects in the area. The project assignment is shown in **Figure 2.**

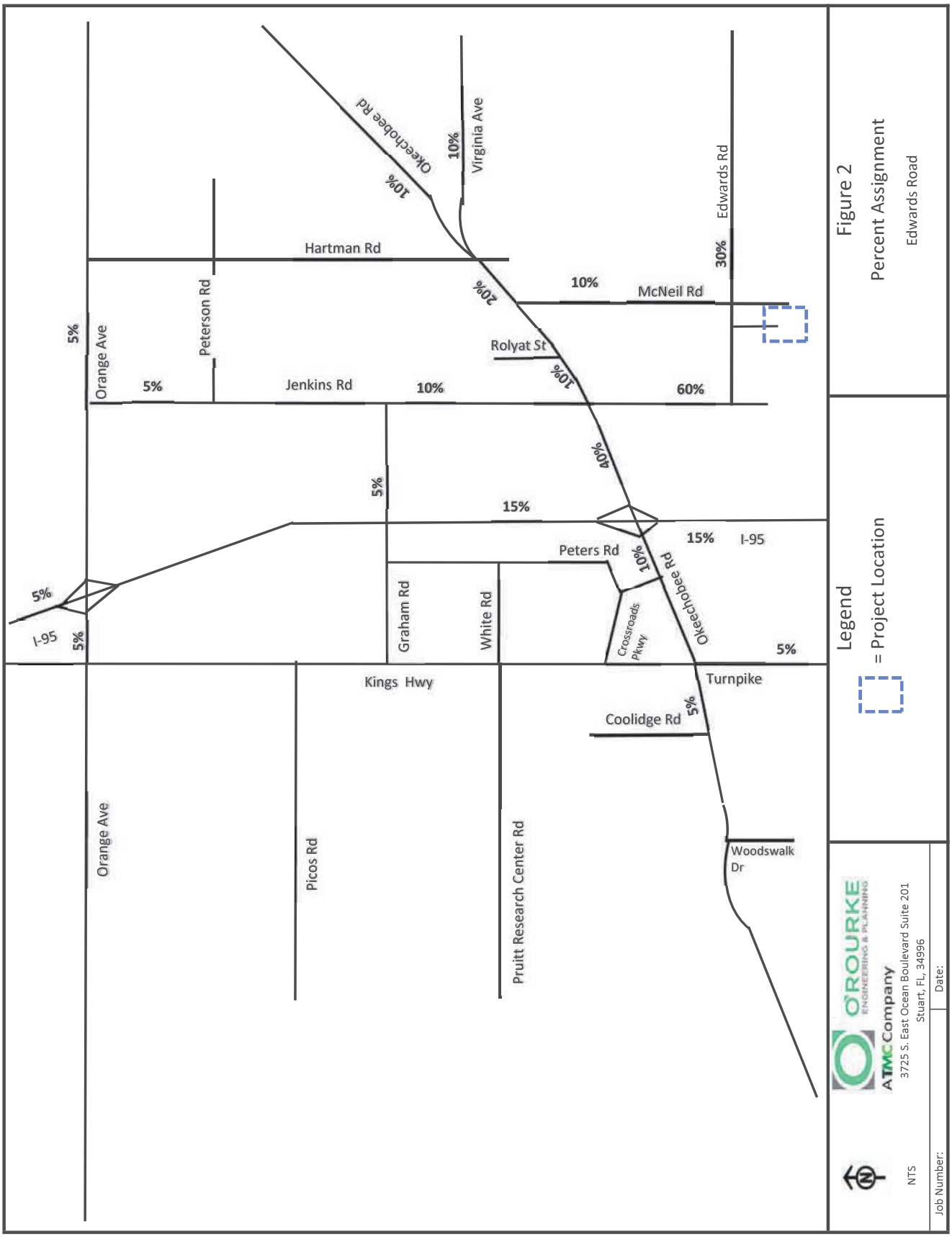
Impact – Tables 2a and 2b summarize the project impact as a percent of service volume capacity. Significant is defined as 1% or more on an adjacent link and 5% or more on all other links. As shown, the project is significant on Edwards Road – the immediately adjacent link.

LINK ANALYSIS / REVIEW

Links where the project was significant were analyzed further to ensure they will meet concurrency at project buildout-2027. A growth rate of 4.94% was calculated for each significant link. Other project data includes committed traffic from Kings Highway Commerce Park, Creekside, Celebration Pointe, Hillpointe Residential, Viva at Treasure Coast West, Viva at Treasure Coast East, Project Hunt, Kings Highway Warehouse, Jenkins Waypoint, and Walsh Crossroads.

Details of the background traffic are included in **Appendix C**.

Table 3a and 3b summarizes the results of the link analysis. As shown, the link of Edwards Road from Jenkins Road to McNeil Road will be over capacity in 2027. This failure is due to background traffic and therefor the project meets concurrency on this link.


Okeechobee Rd
10%
Virginia Ave
10%
Edwards Rd
30%
Hartman Rd
20%
10%
McNeil Rd
Peterson Rd
Rolyat St
10%
5%
Orange Ave
5%
Jenkins Rd
10%
60%
40%
5%
15%
15%
I-95
Peters Rd
10%
Okeechobee Rd
5%
I-95
5%
Graham Rd
White Rd
Crossroads Pkwy
5%
Kings Hwy
Turnpike
5%
Coolidge Rd
Orange Ave
Picos Rd
Pruitt Research Center Rd
Woodswalk Dr
Figure 2
Percent Assignment
Edwards Road
Legend
= Project Location
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ATMC Company
3725 S. East Ocean Boulevard Suite 201
Stuart, FL, 34996
NTS
Job Number:
Date:

TABLE 2a - Project Percent Impact - AM

Segment	From	To	Lanes	Direction	IN/OUT	Greater than 5% (1% on Adjacent Links)	Peak Hour Service Capacity	Project Volume Peak Direction	% Project of Capacity-Peak Hour	Project Percent Assignment
Edwards Rd	Jenkins Rd	McNeil Rd	2L	EB	IN	YES	630	8	1.27%	60%
	Jenkins Rd	McNeil Rd	2L	WB	OUT	YES	630	24	3.81%	60%
	McNeil Rd	Selvitz Rd	2L	EB	OUT	NO	700	12	1.71%	30%
	McNeil Rd	Selvitz Rd	2L	WB	IN	NO	700	4	0.57%	30%
McNeil Rd	Jenkins Rd	Okeechobee Rd	2L	NB	OUT	NO	540	4	0.74%	10%
	Jenkins Rd	Okeechobee Rd	2L	SB	IN	NO	540	1	0.19%	10%
Jenkins Rd	Orange Ave	Peterson Rd	2L	NB	OUT	NO	920	2	0.22%	5%
	Orange Ave	Peterson Rd	2L	SB	IN	NO	920	1	0.11%	5%
	Peterson Rd	Graham Rd	2L	NB	OUT	NO	630	2	0.32%	5%
	Peterson Rd	Graham Rd	2L	SB	IN	NO	630	1	0.16%	5%
	Graham Rd	Okeechobee Rd	2L	NB	OUT	NO	920	4	0.43%	10%
	Graham Rd	Okeechobee Rd	2L	SB	IN	NO	920	1	0.11%	10%
	Okeechobee Rd	Edwards Rd	2L	NB	OUT	NO	880	24	2.73%	60%
	Okeechobee Rd	Edwards Rd	2L	SB	IN	NO	880	8	0.91%	60%
Orange Ave	I-95	Jenkins Rd	4LD	EB	IN	NO	2,100	1	0.05%	5%
	I-95	Jenkins Rd	4LD	WB	OUT	NO	2,100	2	0.10%	5%
	Jenkins Rd	Hartman Rd	4LD	EB	OUT	NO	2,100	2	0.10%	5%
	Jenkins Rd	Hartman Rd	4LD	WB	IN	NO	2,100	1	0.05%	5%
Okeechobee Rd	Florida's Turnpike	Kings Hwy	4LD	EB	IN	NO	2,100	1	0.05%	5%
	Florida's Turnpike	Kings Hwy	4LD	WB	OUT	NO	2,100	2	0.10%	5%
	Kings Hwy	Crossroads Pkwy	8LD	EB	IN	NO	4,240	1	0.02%	10%
	Kings Hwy	Crossroads Pkwy	8LD	WB	OUT	NO	4,240	4	0.09%	10%
	Crossroads Pkwy	I-95	8LD	EB	IN	NO	4,240	1	0.02%	10%
	Crossroads Pkwy	I-95	8LD	WB	OUT	NO	4,240	4	0.09%	10%
	I95	Jenkins Rd	6LD	EB	IN	NO	4,240	5	0.12%	40%
	I95	Jenkins Rd	6LD	WB	OUT	NO	4,240	16	0.38%	40%
	Jenkins Rd	McNeil Rd	6LD	EB	OUT	NO	4,040	4	0.10%	10%
	Jenkins Rd	McNeil Rd	6LD	WB	IN	NO	4,040	1	0.02%	10%
	McNeil Rd	Virginia Ave	6LD	EB	OUT	NO	3,170	8	0.25%	20%
	McNeil Rd	Virginia Ave	6LD	WB	IN	NO	3,170	3	0.09%	20%
	Virginia Ave	Hartman Rd	4LD	EB	OUT	NO	2,100	4	0.19%	10%
	Virginia Ave	Hartman Rd	4LD	WB	IN	NO	2,100	1	0.05%	10%
Virginia Ave	Okeechobee Rd	Hartman Rd	6LD	EB	OUT	NO	3,020	4	0.13%	10%
	Okeechobee Rd	Hartman Rd	6LD	WB	IN	NO	3,020	1	0.03%	10%
I-95	Orange Ave	Okeechobee Rd	8LD	NB	OUT	NO	7,320	6	0.08%	15%
	Orange Ave	Okeechobee Rd	8LD	SB	IN	NO	7,320	2	0.03%	15%
	Okeechobee Rd	Midway Rd	6LD	NB	IN	NO	5,500	2	0.04%	15%
	Okeechobee Rd	Midway Rd	6LD	SB	OUT	NO	5,500	6	0.11%	15%

Source: St. Lucie County Traffic Counts and Level of Service Report 2024

IN: 13
OUT: 40

TABLE 2b - Project Percent Impact - PM

Segment	From	To	Lanes	Direction	IN/OUT	Greater than 5% (1% on Adjacent Links)	Peak Hour Service Capacity	Project Volume Peak Direction	% Project of Capacity-Peak Hour	Project Percent Assignment
Edwards Rd	Jenkins Rd	McNeil Rd	2L	EB	IN	YES	630	22	3.49%	60%
	Jenkins Rd	McNeil Rd	2L	WB	OUT	YES	630	16	2.54%	60%
	McNeil Rd	Selvitz Rd	2L	EB	OUT	NO	700	8	1.14%	30%
	McNeil Rd	Selvitz Rd	2L	WB	IN	NO	700	11	1.57%	30%
McNeil Rd	Jenkins Rd	Okeechobee Rd	2L	NB	OUT	NO	540	3	0.56%	10%
	Jenkins Rd	Okeechobee Rd	2L	SB	IN	NO	540	4	0.74%	10%
Jenkins Rd	Orange Ave	Peterson Rd	2L	NB	OUT	NO	920	1	0.11%	5%
	Orange Ave	Peterson Rd	2L	SB	IN	NO	920	2	0.22%	5%
	Peterson Rd	Graham Rd	2L	NB	OUT	NO	630	1	0.16%	5%
	Peterson Rd	Graham Rd	2L	SB	IN	NO	630	2	0.32%	5%
	Graham Rd	Okeechobee Rd	2L	NB	OUT	NO	920	3	0.33%	10%
	Graham Rd	Okeechobee Rd	2L	SB	IN	NO	920	4	0.43%	10%
	Okeechobee Rd	Edwards Rd	2L	NB	OUT	NO	880	16	1.82%	60%
	Okeechobee Rd	Edwards Rd	2L	SB	IN	NO	880	22	2.50%	60%
Orange Ave	I-95	Jenkins Rd	4LD	EB	IN	NO	2,100	2	0.10%	5%
	I-95	Jenkins Rd	4LD	WB	OUT	NO	2,100	1	0.05%	5%
	Jenkins Rd	Hartman Rd	4LD	EB	OUT	NO	2,100	1	0.05%	5%
	Jenkins Rd	Hartman Rd	4LD	WB	IN	NO	2,100	2	0.10%	5%
Okeechobee Rd	Florida's Turnpike	Kings Hwy	4LD	EB	IN	NO	2,100	2	0.10%	5%
	Florida's Turnpike	Kings Hwy	4LD	WB	OUT	NO	2,100	1	0.05%	5%
	Kings Hwy	Crossroads Pkwy	8LD	EB	IN	NO	4,240	4	0.09%	10%
	Kings Hwy	Crossroads Pkwy	8LD	WB	OUT	NO	4,240	3	0.07%	10%
	Crossroads Pkwy	I-95	8LD	EB	IN	NO	4,240	4	0.09%	10%
	Crossroads Pkwy	I-95	8LD	WB	OUT	NO	4,240	3	0.07%	10%
	I95	Jenkins Rd	6LD	EB	IN	NO	4,240	15	0.35%	40%
	I95	Jenkins Rd	6LD	WB	OUT	NO	4,240	10	0.24%	40%
	Jenkins Rd	McNeil Rd	6LD	EB	OUT	NO	4,040	3	0.07%	10%
	Jenkins Rd	McNeil Rd	6LD	WB	IN	NO	4,040	4	0.10%	10%
	McNeil Rd	Virginia Ave	6LD	EB	OUT	NO	3,170	5	0.16%	20%
	McNeil Rd	Virginia Ave	6LD	WB	IN	NO	3,170	7	0.22%	20%
	Virginia Ave	Hartman Rd	4LD	EB	OUT	NO	2,100	3	0.14%	10%
	Virginia Ave	Hartman Rd	4LD	WB	IN	NO	2,100	4	0.19%	10%
Virginia Ave	Okeechobee Rd	Hartman Rd	6LD	EB	OUT	NO	3,020	3	0.10%	10%
	Okeechobee Rd	Hartman Rd	6LD	WB	IN	NO	3,020	4	0.13%	10%
I-95	Orange Ave	Okeechobee Rd	8LD	NB	OUT	NO	7,320	4	0.05%	15%
	Orange Ave	Okeechobee Rd	8LD	SB	IN	NO	7,320	6	0.08%	15%
	Okeechobee Rd	Midway Rd	6LD	NB	IN	NO	5,500	6	0.11%	15%
	Okeechobee Rd	Midway Rd	6LD	SB	OUT	NO	5,500	4	0.07%	15%

Source: St. Lucie County Traffic Counts and Level of Service Report 2024

IN: 37
OUT: 26

TABLE 3a - Link Analysis - AM

Segment	From	To	Direction	IN/OUT	Greater than 5% (1% on Adjacent Links)	D Factor (3)	Growth Rate (2)	2024 Peak Hour Volumes (1)	2027 Peak Hour Volumes w/ Growth Factor	2027 Peak Hour w/ 1% Growth	AM Peak Hour Committed Projects Directional	2027 1% Growth + Committed Peak Direction	Higher of Growth Rate or 1% + Commited	Peak Hour Service Capacity (E+C)	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity-Peak Hour	Does Project Meet Concurrency?	Project Percent Assignment
Edwards Rd	Jenkins Rd	McNeil Rd	EB	IN	YES	0.49	4.94%	713	824	735	18	753	824	630 (5)	8	832	1.27%	YES (4)	60%
	Jenkins Rd	McNeil Rd	WB	OUT	YES	0.51	4.94%	742	857	764	6	770	857	630 (5)	24	881	3.81%	YES (4)	60%

Note: TPO Provides Peak Direction, off-peak derived from D Factor
(1) St. Lucie County Traffic Counts and Level of Service Report 2024
(2) Growth rate calculated from FDOT Historical Traffic Counts
(3) FDOT Hourly County Data
(4) Fails with background traffic therefore improvements assumed in place
(5) Roadway is anticipated to be widened

Net In: 13
Net Out: 40
Years Grown: 3

TABLE 3b - Link Analysis - PM

Segment	From	To	Direction	IN/OUT	Greater than 5% (1% on Adjacent Links)	D Factor (3)	Growth Rate (2)	2024 Peak Hour Volumes (1)	2027 Peak Hour Volumes w/ Growth Factor	2027 Peak Hour w/ 1% Growth	PM Peak Hour Committed Projects Directional	2027 1% Growth + Committed Peak Direction	Higher of Growth Rate or 1% + Commited	Peak Hour Service Capacity (E+C)	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity-Peak Hour	Does Project Meet Concurrency?	Project Percent Assignment
Edwards Rd	Jenkins Rd	McNeil Rd	EB	IN	YES	0.52	4.94%	718	830	740	11	751	830	630 (5)	22	852	3.49%	YES (4)	60%
	Jenkins Rd	McNeil Rd	WB	OUT	YES	0.48	4.94%	663	766	683	19	702	766	630 (5)	16	782	2.54%	YES (4)	60%

Note: TPO Provides Peak Direction, off-peak derived from D Factor
(1) St. Lucie County Traffic Counts and Level of Service Report 2024
(2) Growth rate calculated from FDOT Historical Traffic Counts
(3) FDOT Hourly Count Data
(4) Fails with background traffic therefore improvements assumed in place
(5) Roadway is anticipated to be widened

Net In: 37
Net Out: 26
Years Grown: 3

INTERSECTION ANALYSIS

The intersections of Okeechobee at Jenkins, Edwards at Jenkins, Okeechobee at McNeil, and Edwards at McNeil were analyzed for three scenarios; existing, 2027 without project traffic and 2027 with project traffic. The AM and PM peak hours were analyzed for each scenario. **Table 4** summarizes the delay and LOS.

McNeil/Edwards

The intersection of McNeil/Edwards is an unsignalized intersection with no turn lanes. The level of service is F under existing conditions and with no improvements would remain LOS F. As a background failure, the project is not responsible for the improvements and improvements needed to improve background will accommodate the project as well. A SIDRA analysis was used to analyze the placement of a roundabout. A roundabout would mitigate the delay for the 2027 with and without project traffic scenarios.

McNeil/Okeechobee

McNeil/Okeechobee is an existing signalized intersection. The intersection operates at LOS C under existing conditions and will operate at LOS D through project buildout

Okeechobee/Jenkins

Okeechobee/Jenkins is an existing signalized intersection. The intersection operates at LOS D under existing conditions and will operate at LOS E in the background scenario and through project buildout. With the adjustment in signal timings, the intersection will operate at a LOS D, as shown in the final AM and PM analysis of the intersection.

Edwards/Jenkins

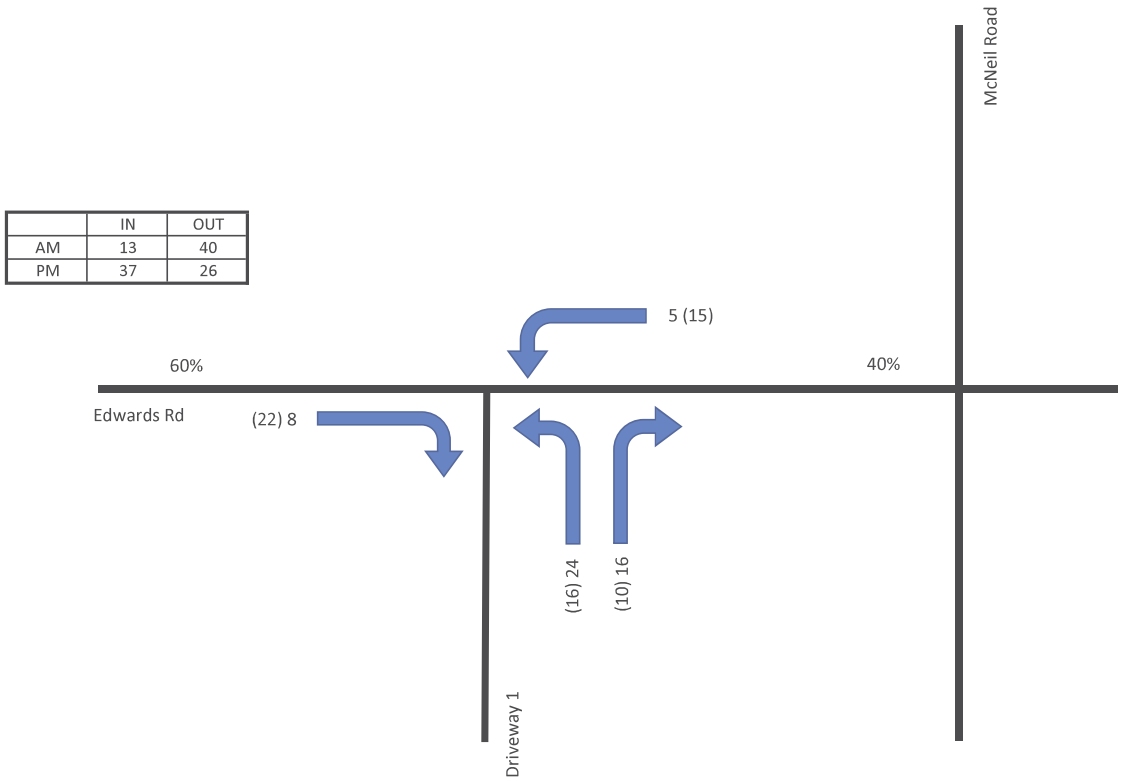
The intersection of Edwards/Jenkins is an unsignalized intersection with no turn lanes. The level of service is F under existing conditions and with no improvements would remain LOS F. Projects Viva at Treasure Coast East and Viva at Treasure Coast West are committed to providing improvements at this intersection which includes signalizing the intersection and adding a dedicated westbound left, westbound right, and a dedicated southbound left. With these improvements the intersection will operate at a LOS B in the AM and LOS A in the PM.

DRIVEWAY ANALYSIS

The project will have a single driveway that will be a full access driveway located on Edwards Road. **Figure 3** shows the driveway volumes for the AM and PM peak hours. The driveway was analyzed using HCS. The analysis shows the driveway will operate at LOS C for the northbound movement and LOS A on Edwards Road during the AM and PM peak hours. There is sufficient storage to accommodate the northbound movement. NCHRP 457 was used to determine that a left turn lane is not needed at 0.96% of the advancing volume for the AM volume and 3.69% of the advancing volume in the PM peak hour. FDOT criteria for a right turn lane is included and with the 22 trips turning right and 406 trips in the same direction, a right turn lane is not needed. The driveway data and analyses are in **Appendix E**.

Table 4: Intersection Analysis

Scenario	Approach	Jenkins / Okeechobee				Jenkins / Edwards				McNeil / Okeechobee				McNeil / Edwards				McNeil / Edwards w/ Roundabout Improvements			
		AM	LOS	PM	LOS	AM	LOS	PM	LOS	AM	LOS	PM	LOS	AM	LOS	PM	LOS	AM	LOS	PM	LOS
Existing	N/S	47.3	D	48.7	D	9.2	A	9.2	A	31.4	C	33.8	C	228	F	90.2	F	N/A	N/A	N/A	N/A
	E/W					148.4	F	199.4	F					1.4	A	0.2	A	N/A	N/A	N/A	N/A
2027 Without Project	N/S	64.1	E	65.1	E	13.5	B	7	A	33.4	C	37.8	D	401.6	F	201.4	F	8.4	A	8.8	A
	E/W													1.4	A	0.2	A	9.6	A	8	A
2027 With Project	N/S	53.7	D	50.2	D	15.1	B	7.6	A	33.6	C	38	D	443.3	F	227.8	F	8.5	A	9.1	A
	E/W													1.5	A	0.3	A	9.9	A	8.2	A



NTS

O'ROURKE ENGINEERING & PLANNING
ATMC Company
3725 S. East Ocean Boulevard Suite 201
Stuart, FL, 34996

Job Number:

Date:

Legend

XX (XX) = AM (PM)

Figure 3

Driveway Volumes

Edwards Road

CONCLUSION

With 53 net new AM peak hour trips and 63 net new PM peak hour trips, all links and intersections operate at acceptable levels of service with the existing roadway network and planned/funded roadway improvements. Therefore, the project meets the requirements for concurrency.

APPENDIX A

SITE PLAN

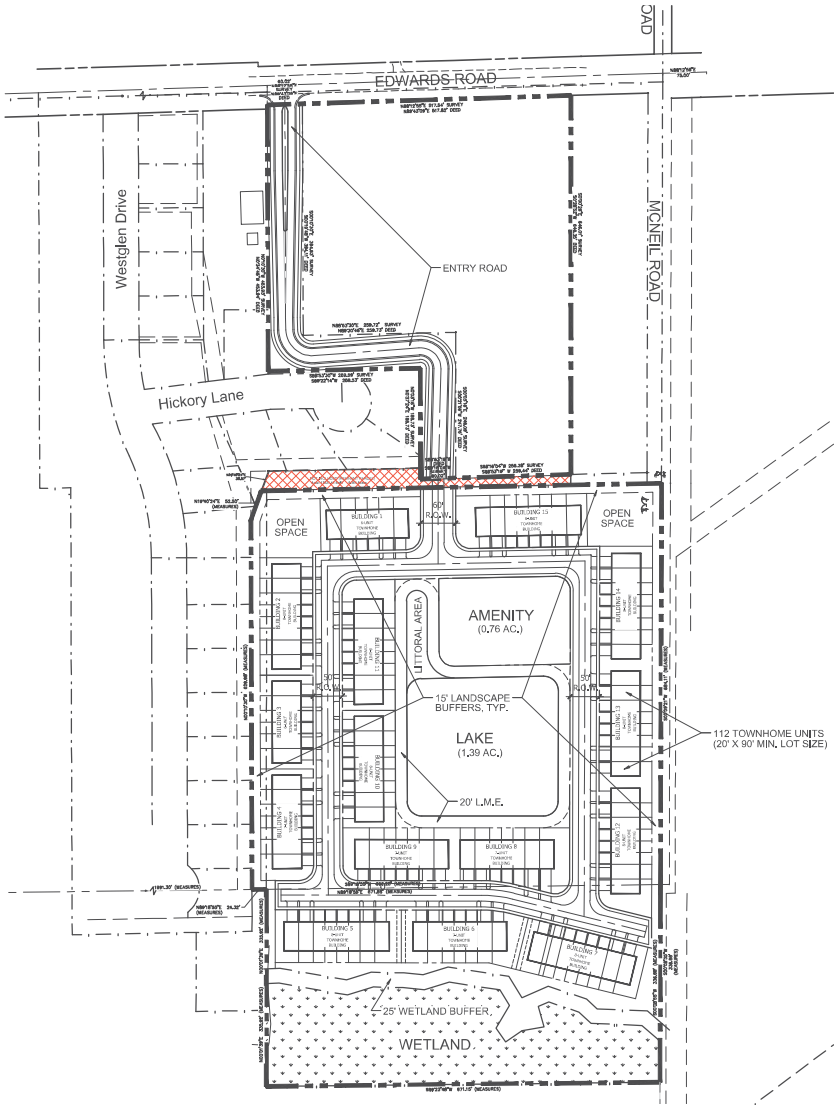


Figure 1.a

Multi-Family Master Plan

0 50' 100' 200' 300' 400'

Scale: 1" = 100'

NORTH

Litterick Landscape Architecture
2740 SW Martin Downs Blvd. #199
Palm City, FL 34990
561-219-2876
JasonLA1677@yahoo.com

Project Name

4945 Edwards Road Residential

Ft. Pierce, Florida

Landscape Architect of Record

Jason M. Litterick, RLA
(LA#0001677)

Scale: 1" = 100'-0"

Designed:	JML
Drawn:	JML
Approved:	JML
Date:	3/7/24
Job no.	
Revisions:	

Sheet No.

MP-1

A-1

APPENDIX B

ST. LUCIE COUNTY 2024 LEVEL OF SERVICE REPORT

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

Traffic Counts and Level of Service Report
2024

Roadway Name	Location	STATION ID	2024 AADT *	Last Physical Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
COUNTRY CLUB DR	ST LUCIE WEST BLVD to CALIFORNIA BLVD	725	7,310	2023	1,710	529	C	0.31	500	C	0.29
CROSSTOWN PKWY	COMMERCE CENTER DR to I-95	650	18,982	2021	3,170	903	C	0.28	966	C	0.30
CROSSTOWN PKWY	I-95 to CALIFORNIA BLVD	651	44,500	2024	3,170	2,625	C	0.83	2,512	C	0.79
CROSSTOWN PKWY	CALIFORNIA BLVD to CASHMERE BLVD	652	39,500	2024	3,170	2,239	C	0.71	2,303	C	0.73
CROSSTOWN PKWY	CASHMERE BLVD to CAMEO BLVD	653	36,000	2024	3,170	2,016	C	0.64	1,935	C	0.61
CROSSTOWN PKWY	CAMEO BLVD to BAYSHORE BLVD	654	46,000	2024	3,170	2,385	C	0.75	2,367	C	0.75
CROSSTOWN PKWY	BAYSHORE BLVD to AIROSO BLVD	655	35,000	2024	3,170	1,920	C	0.61	1,855	C	0.59
CROSSTOWN PKWY	AIROSO BLVD to SANDIA DR	656	17,705	2021	3,170	857	C	0.27	919	C	0.29
CROSSTOWN PKWY	SANDIA DR to MANTH LN	657	21,986	2021	3,170	1,123	C	0.35	1,102	C	0.35
CROSSTOWN PKWY	FLORESTA DR to US 1	66	34,500	2024	3,170	2,331	C	0.74	2,070	C	0.65
CROSSROADS PKWY	OKEECHOBEE RD to KINGS HWY	649	2,204	2022	790	115	C	0.15	122	C	0.15
CROSSTOWN PKWY	VILLAGE PKWY to COMMERCE CENTER DR	733	27,500	2024	2,100	1,550	C	0.74	1,498	C	0.71
DARWIN BLVD	BECKER RD to PAAR DR	235	9,400	2024	630	812	F	1.29	715	F	1.13
DARWIN BLVD	PAAR DR to TULIP BLVD	235	9,400	2024	920	812	C	0.88	715	C	0.78
DARWIN BLVD	TULIP BLVD to PORT ST LUCIE BLVD	659	11,043	2023	920	582	C	0.63	542	C	0.59
DEL RIO BLVD	PORT ST LUCIE BLVD to CALIFORNIA BLVD	311	9,825	2022	920	585	C	0.64	518	C	0.56
DEL RIO BLVD	CALIFORNIA BLVD to CASHMERE BLVD	660	5,707	2022	880	336	C	0.38	357	C	0.41
DEL RIO BLVD	CASHMERE BLVD to CALIFORNIA BLVD	661	5,196	2021	880	276	C	0.31	280	C	0.32
DELAWARE AVE	HARTMAN RD to 33RD ST	662	1,600	2022	600	313	D	0.52	241	C	0.40
DELAWARE AVE	33RD ST to 25TH ST	500	2,160	2022	1,710	161	C	0.09	168	C	0.10
DELAWARE AVE	25TH ST to OKEECHOBEE RD	948526	1,308	2023	1,220	60	C	0.05	60	C	0.05
DELAWARE AVE	OKEECHOBEE RD to 13TH ST	663	10,632	2023	790	597	D	0.76	567	D	0.72
DELAWARE AVE	13TH ST to 10TH ST	664	8,100	2024	750	469	D	0.63	435	D	0.58
DELAWARE AVE	10TH ST to 7TH ST	664	8,100	2024	600	469	D	0.78	435	D	0.73
DELAWARE AVE	7TH ST to US 1	665	6,552	2023	750	424	D	0.57	382	D	0.51
EAST TORINO PKWY	CASHMERE BLVD to TORINO PKWY	710	10,500	2024	830	651	C	0.78	669	C	0.81
EAST TORINO PKWY	TORINO PKWY to MIDWAY RD	237	16,000	2024	880	1,093	F	1.24	918	F	1.04
EASY ST	US 1 to BUCHANAN DR	106	7,204	2021	750	399	D	0.53	505	D	0.67
EASY ST	BUCHANAN DR to YUCCA DR	106	7,204	2021	540	399	D	0.74	505	D	0.94
EDWARDS RD	JENKINS RD to MCNEIL RD	174	14,000	2024	630	742	F	1.18	718	F	1.14
EDWARDS RD	MCNEIL RD to SELVITZ RD	174	14,000	2024	700	742	F	1.06	718	F	1.03
EDWARDS RD	SELVITZ RD to 25TH ST	110	13,500	2024	880	711	C	0.81	702	C	0.80

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Peak hour data is not available for locations on State roads due to differences in data availability, LOS Methodologies, and service level thresholds.
Please refer to FDOT sources for detailed data on FDOT traffic counts.

* Volumes shown were adjusted using FDOT Seasonal Factors
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*** NOTE:** If the Last Count Year is older than the year of the report, the AADT is projected from historical traffic count data.

St. Lucie Transportation Planning Organization

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772-462-1593 www.stlucietpo.org

Traffic Counts and Level of Service Report
2024

Roadway Name	Location	STATION ID	2024 AADT *	Last Physical Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
GLADES CUT-OFF RD	COMMERCE CENTER DR to MIDWAY RD	731	5,600	2024	920	458	C	0.50	453	C	0.49
GLADES CUT-OFF RD	MIDWAY RD to JENKINS RD	115	8,200	2024	790	471	D	0.60	465	D	0.59
GLADES CUT-OFF RD	JENKINS RD to SELVITZ RD	113	6,351	2023	830	378	C	0.46	351	C	0.42
GRAHAM RD	KINGS HWY to JENKINS RD	669	2,344	2022	630	148	C	0.23	149	C	0.24
GREEN RIVER PKWY	MARTIN C.L. to CHARLESTON DR	319	5,200	2024	1,070	307	B	0.29	319	B	0.30
GREEN RIVER PKWY	CHARLESTON DR to MELALEUCA BLVD	319	5,200	2024	1,070	307	B	0.29	319	B	0.30
GREEN RIVER PKWY	MELALEUCA BLVD to WALTON RD	319	5,200	2024	1,070	307	B	0.29	319	B	0.30
HARTMAN RD	OKEECHOBEE RD to PETERSON RD	670	6,297	2021	750	300	C	0.40	293	C	0.39
HARTMAN RD	PETERSON RD to DELAWARE AVE	670	6,297	2021	540	300	D	0.56	293	D	0.54
HARTMAN RD	DELAWARE AVE to ORANGE AVE	670	6,297	2021	790	300	C	0.38	293	C	0.37
HEADER CANAL RD	OKEECHOBEE RD to ORANGE AVE	121	650	2024	670	44	B	0.07	42	B	0.06
HILLMOOR DR	US 1 to LENNARD RD	671	6,842	2023	790	380	C	0.48	359	C	0.45
I-95	MARTIN C.L. to GATLIN BLVD	890334	76,830	2023							
I-95	GATLIN BLVD to ST LUCIE WEST BLVD	941901	91,097	2023							
I-95	ST LUCIE WEST BLVD to MIDWAY RD	941904	74,453	2023							
I-95	MIDWAY RD to OKEECHOBEE RD	941902	81,653	2023							
I-95	OKEECHOBEE RD to ORANGE AVE	940260	72,427	2023							
I-95	ORANGE AVE to INDRIO RD	941905	54,180	2023							
I-95	INDRIO RD to INDIAN RIVER C.L.	882003	45,470	2023							
INDIAN RIVER DR	CITRUS AVE to ORANGE AVE	945029	5,686	2023	750	282	C	0.38	282	C	0.38
INDIAN RIVER DR	ORANGE AVE to AVENUE A	940003	6,275	2023	750	311	C	0.41	311	C	0.41
INDIAN RIVER DR	AVENUE D to SEAWAY DR	940004	6,352	2023	790	315	C	0.40	315	C	0.40
INDIAN RIVER DR	AVENUE A to AVENUE D	940004	6,352	2023	540	315	D	0.58	315	D	0.58
INDRIO RD	PRIVATE RD to I-95 W RAMP	940128	1,107	2023	1,080	56	B	0.05	56	B	0.05
INDRIO RD	I-95 W RAMP to I-95 E RAMP	940128	1,107	2023							
INDRIO RD	I-95 E RAMP to KOBLEGARD RD	940038	12,295	2023							
INDRIO RD	KOBLEGARD RD to JOHNSTON RD	940038	12,295	2023							
INDRIO RD	JOHNSTON RD to EMERSON AVE	940038	12,295	2023							
INDRIO RD	EMERSON RD to SEMINOLE RD	940281	11,436	2023							
INDRIO RD	SEMINOLE RD to KINGS HWY	940281	11,436	2023							
INDRIO RD	KINGS HWY to SLASH PINE TRL	114	5,773	2023	790	365	C	0.46	359	C	0.45
INDRIO RD	SLASH PINE TRL to US 1	114	5,773	2023	920	365	C	0.40	359	C	0.39

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						Volume	LOS	V/C	Volume	LOS	V/C
INDRIO RD	US 1 to OLD DIXIE HWY	672	1,067	2022	750	92	C	0.12	97	C	0.13
JENKINS RD	EDWARDS RD to OKEECHOBEE RD	133	12,000	2024	880	729	C	0.83	740	C	0.84
JENKINS RD	OKEECHOBEE RD to GRAHAM RD	131	11,500	2024	920	612	C	0.67	614	C	0.67
JENKINS RD	GRAHAM RD to PETERSON RD	739	6,500	2024	630	357	C	0.57	352	C	0.56
JENKINS RD	PETERSON RD to ORANGE AVE	739	6,500	2024	920	357	C	0.39	352	C	0.38
JENNINGS RD	US 1 to LENNARD RD	673	4,667	2022	2,100	244	C	0.12	233	C	0.11
JOHNSTON RD	ANGLE RD to L20	674	2,700	2022	1,070	212	B	0.20	186	B	0.17
JOHNSTON RD	L20 to MEADOWOOD DR	675	2,408	2022	1,070	159	B	0.15	150	B	0.14
JOHNSTON RD	MEADOWOOD DR to OLD JOHNSTON RD	675	2,408	2022	1,070	159	B	0.15	150	B	0.14
JOHNSTON RD	OLD JOHNSTON RD to INDRIO RD	675	2,408	2022	1,070	159	B	0.15	150	B	0.14
JOHNSTON RD	INDRIO RD to RUSSOS RD	135	9,111	2023	1,070	528	C	0.49	499	C	0.47
JOHNSTON RD	RUSSOS RD to INDIAN RIVER C.L.	135	9,111	2023	1,070	528	C	0.49	499	C	0.47
JUANITA AVE	53RD ST to 25TH ST	122	1,602	2022	750	102	C	0.14	84	C	0.11
JUANITA AVE	25TH ST to US 1	120	3,505	2022	750	179	C	0.24	195	C	0.26
KEEN RD	ANGLE RD to JUANITA AVE	129	3,069	2023	630	224	C	0.36	243	C	0.39
KEEN RD	JUANITA AVE to ST LUCIE BLVD	129	3,069	2023	630	224	C	0.36	243	C	0.39
KINGS HWY	OKEECHOBEE RD to CROSSROADS PKWY	940757	9,104	2023							
KINGS HWY	CROSSROADS PKWY to GRAHAM RD	940757	9,104	2023							
KINGS HWY	GRAHAM RD to PICOS RD	940076	6,818	2023							
KINGS HWY	PICOS RD to ORANGE AVE	940076	6,818	2023							
KINGS HWY	ORANGE AVE to ANGLE RD	940077	14,734	2023							
KINGS HWY	ANGLE RD to ST LUCIE BLVD	940751	11,316	2023							
KINGS HWY	ST LUCIE BLVD to INDRIO RD	940006	14,026	2023							
KIRBY LOOP RD	EDWARDS RD to 35TH ST	677	2,475	2021	630	144	C	0.23	133	C	0.21
KITTERMAN RD	OLEANDER AVE to US 1	124	3,193	2023	750	205	C	0.27	167	C	0.22
KITTERMAN RD	US 1 to LENNARD EXT	678	1,776	2022	750	104	C	0.14	108	C	0.14
LENNARD RD	US 1 to MARIPOSA AVE	325	19,980	2022	1,710	1,198	D	0.70	1,136	D	0.66
LENNARD RD	MARIPOSA AVE to MELALEUCA BLVD	325	19,980	2022	1,710	1,198	D	0.70	1,136	D	0.66
LENNARD RD	MELALEUCA BLVD to JENNINGS RD	325	19,980	2022	1,630	1,198	D	0.73	1,136	D	0.70
LENNARD RD	JENNINGS RD to HILLMOOR DR	325	19,980	2022	1,710	1,198	D	0.70	1,136	D	0.66
LENNARD RD	HILLMOOR DR to TIFFANY AVE	325	19,980	2022	1,710	1,198	D	0.70	1,136	D	0.66
LENNARD RD	TIFFANY AVE to WALTON RD	323	6,667	2022	1,710	365	C	0.21	352	C	0.21

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466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

Traffic Counts and Level of Service Report
2024

Roadway Name	Location	STATION ID	2024 AADT *	Last Physical Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
LENNARD RD	WALTON RD to S OF SAVANNA CLUB BLVD	679	3,734	2021	790	258	C	0.33	245	C	0.31
LYNGATE DR	VETERANS MEMORIAL PKWY to MORNINGSIDE BLVD	306	10,212	2023	920	645	C	0.70	582	C	0.63
LYNGATE DR	MORNINGSIDE BLVD to US 1	306	10,212	2023	920	645	C	0.70	582	C	0.63
MARIPOSA AVE	LENNARD RD to HALLAHAN ST	166	6,758	2023	880	526	C	0.60	501	C	0.57
MCCARTY RD	WILLIAMS RD to MIDWAY RD	680	368	2022	540	27	C	0.05	25	C	0.05
MCCARTY RD	MIDWAY RD to OKEECHOBEE RD	681	300	2024	540	24	C	0.04	21	C	0.04
MCNEIL RD	OKEECHOBEE RD to KIRBY LOOP RD	682	5,510	2023	790	345	C	0.44	336	C	0.43
MCNEIL RD	KIRBY LOOP RD to EDWARDS RD	682	5,510	2023	540	345	D	0.64	336	D	0.62
MELALEUCA BLVD	LENNARD RD to GREEN RIVER PKWY	683	9,600	2024	920	613	C	0.67	586	C	0.64
MIDWAY RD	EAST TORINO PKWY to MILNER DR	134	25,500	2024	880	1,275	F	1.45	1,380	F	1.57
MIDWAY RD	MILNER DR to W OF SELVITZ RD	134	25,500	2024	790	1,275	F	1.61	1,380	F	1.75
MIDWAY RD	OKEECHOBEE RD to SHINN RD	940732	6,743	2023	760	342	C	0.45	342	C	0.45
MIDWAY RD	SHINN RD to MCCARTY RD	940732	6,743	2023	630	342	C	0.54	342	C	0.54
MIDWAY RD	MCCARTY RD to I-95	940732	6,743	2023	700	342	C	0.49	342	C	0.49
MIDWAY RD	I-95 to GLADES CUT-OFF RD	945140	21,637	2023	2,100	1,060	C	0.50	1,060	C	0.50
MIDWAY RD	GLADES CUT-OFF RD to EAST TORINO PKWY	228	23,000	2024	2,100	1,203	C	0.57	1,193	C	0.57
MIDWAY RD	W OF SELVITZ RD to SELVITZ RD	134	25,500	2024	2,100	1,275	C	0.61	1,380	C	0.66
MIDWAY RD	SELVITZ RD to CHRISTENSEN RD	132	22,500	2024	2,100	1,155	C	0.55	1,222	C	0.58
MIDWAY RD	CHRISTENSEN RD to 25TH ST	132	22,500	2024	2,100	1,155	C	0.55	1,222	C	0.58
MIDWAY RD	25TH ST to SUNRISE BLVD	130	25,000	2024	2,100	1,943	C	0.93	1,569	C	0.75
MIDWAY RD	SUNRISE BLVD to OLEANDER AVE	130	25,000	2024	2,100	1,943	C	0.93	1,569	C	0.75
MIDWAY RD	OLEANDER AVE to US 1	242	19,000	2024	2,100	1,050	C	0.50	972	C	0.46
MIDWAY RD	US 1 to WALLACE ST	940023	3,813	2023	790	189	C	0.24	189	C	0.24
MIDWAY RD	WALLACE ST to WEATHERBEE RD	940023	3,813	2023	920	189	C	0.21	189	C	0.21
MIDWAY RD	WEATHERBEE RD to INDIAN RIVER DR	940023	3,813	2023	630	189	C	0.30	189	C	0.30
MORNINGSIDE BLVD	WESTMORELAND BLVD to PORT ST LUCIE BLVD	333	2,110	2022	920	113	C	0.12	113	C	0.12
MORNINGSIDE BLVD	PORT ST LUCIE BLVD to LYNGATE DR	331	3,200	2024	880	262	C	0.30	258	C	0.29
NEBRASKA AVE	25TH ST to 13TH ST	684	3,437	2022	1,710	228	C	0.13	176	C	0.10
OAKRIDGE DR	MOUNTWELL ST to OAKLYN ST	621	6,100	2024	700	304	C	0.43	289	C	0.41
OHIO AVE	SUNRISE BLVD to COLONIAL RD	686	3,632	2022	540	192	C	0.36	212	C	0.39
OHIO AVE	COLONIAL RD to US 1	686	3,632	2022	750	192	C	0.26	212	C	0.28
OKEECHOBEE RD	OKEECHOBEE C.L. to BLUEFIELD RD	687	9,900	2024	1,580	536	B	0.34	542	B	0.34

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2024

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						Volume	LOS	V/C	Volume	LOS	V/C
OKEECHOBEE RD	BLUEFIELD RD to CARLTON RD	687	9,900	2024	2,000	536	B	0.27	542	B	0.27
OKEECHOBEE RD	CARLTON RD to SNEED RD	940039	9,696	2023							
OKEECHOBEE RD	IDEAL HOLDING RD to HEADER CANAL RD	940039	9,696	2023							
OKEECHOBEE RD	SNEED RD to IDEAL HOLDING RD	940039	9,696	2023							
OKEECHOBEE RD	HEADER CANAL RD to MIDWAY RD	940039	9,696	2023							
OKEECHOBEE RD	MIDWAY RD to SHINN RD	940039	9,696	2023							
OKEECHOBEE RD	SHINN RD to MCCARTY RD	940195	7,267	2023							
OKEECHOBEE RD	MCCARTY RD to FLORIDA'S TURNPIKE	940025	10,118	2023							
OKEECHOBEE RD	FLORIDA'S TURNPIKE to KINGS HWY	940025	10,118	2023							
OKEECHOBEE RD	KINGS HWY to CROSSROADS PKWY	940748	24,489	2023							
OKEECHOBEE RD	CROSSROADS PKWY to I-95	940106	26,459	2023							
OKEECHOBEE RD	I-95 to JENKINS RD	940029	33,776	2023							
OKEECHOBEE RD	JENKINS RD to MCNEIL RD	940029	33,776	2023							
OKEECHOBEE RD	MCNEIL RD to VIRGINIA AVE	940742	32,311	2023							
OKEECHOBEE RD	VIRGINIA AVE to HARTMAN RD	688	13,178	2023	2,100	681	C	0.32	672	C	0.32
OKEECHOBEE RD	HARTMAN RD to 35TH ST	688	13,178	2023	1,630	681	C	0.42	672	C	0.41
OKEECHOBEE RD	35TH ST to 33RD ST	689	15,615	2023	1,630	813	D	0.50	778	D	0.48
OKEECHOBEE RD	33RD ST to 25TH ST	689	15,615	2023	1,630	813	D	0.50	778	D	0.48
OKEECHOBEE RD	25TH ST to GEORGIA AVE	690	11,736	2023	1,630	680	C	0.42	603	C	0.37
OKEECHOBEE RD	GEORGIA AVE to DELAWARE AVE	690	11,736	2023	1,710	680	C	0.40	603	C	0.35
OLD DIXIE HWY	US 1 to SR A1A NORTH	691	436	2022	790	68	C	0.09	64	C	0.08
OLD DIXIE HWY	SR A1A NORTH to ST LUCIE BLVD	948521	1,820	2023	750	85	C	0.11	85	C	0.11
OLD DIXIE HWY	ST LUCIE BLVD to INDRIO RD	227	1,785	2022	790	145	C	0.18	106	C	0.13
OLD DIXIE HWY	INDRIO RD to INDIAN RIVER C.L.	948523	1,495	2023	870	70	C	0.08	70	C	0.08
OLEANDER AVE	BEACH AVE to KITTERMAN RD	692	2,997	2021	540	173	C	0.32	196	C	0.36
OLEANDER AVE	KITTERMAN RD to MIDWAY RD	141	6,174	2021	750	359	C	0.48	359	C	0.48
OLEANDER AVE	MIDWAY RD to WEATHERBEE RD	139	6,049	2023	750	342	C	0.46	345	C	0.46
OLEANDER AVE	WEATHERBEE RD to BELL AVE	139	6,049	2023	540	342	D	0.63	345	D	0.64
OLEANDER AVE	BELL AVE to FARMER'S MARKET RD	240	9,400	2024	540	465	D	0.86	461	D	0.85
OLEANDER AVE	FARMER'S MARKET RD to EDWARDS RD	240	9,400	2024	750	465	D	0.62	461	D	0.61
OLEANDER AVE	EDWARDS RD to WISTERIA AVE	505	9,200	2024	750	590	D	0.79	518	D	0.69
OLEANDER AVE	WISTERIA AVE to GARDENIA AVE	505	9,200	2024	540	590	F	1.09	518	D	0.96

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Roadway Name	Location	STATION ID	2024 AADT *	Last Physical Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
OLEANDER AVE	GARDENIA AVE to VIRGINIA AVE	505	9,200	2024	790	590	D	0.75	518	D	0.66
OLEANDER AVE	VIRGINIA AVE to SUNRISE BLVD	503	4,768	2023	600	268	C	0.45	277	C	0.46
ORANGE AVE	OKEECHOBEE C.L. to SNEED RD	144	5,337	2021	670	312	C	0.47	297	C	0.44
ORANGE AVE	SNEED RD to HEADER CANAL RD	144	5,337	2021	670	312	C	0.47	297	C	0.44
ORANGE AVE	HEADER CANAL RD to SHINN RD	144	5,337	2021	670	312	C	0.47	297	C	0.44
ORANGE AVE	SHINN RD to CAMPBELL RD	940144	3,090	2023	1,070	147	B	0.14	147	B	0.14
ORANGE AVE	CAMPBELL RD to KINGS HWY	940144	3,090	2023	1,070	147	B	0.14	147	B	0.14
ORANGE AVE	KINGS HWY to I-95	940041	17,555	2023							
ORANGE AVE	I-95 to JENKINS RD	940035	15,314	2023							
ORANGE AVE	JENKINS RD to HARTMAN RD	940028	17,481	2023							
ORANGE AVE	HARTMAN RD to ANGLE RD	940028	17,481	2023							
ORANGE AVE	ANGLE RD to 25TH ST	940151	9,247	2013							
ORANGE AVE	25TH ST to 17TH ST	945040	13,991	2023							
ORANGE AVE	17TH ST to 13TH ST	945040	13,991	2023							
ORANGE AVE	13TH ST to 10TH ST	945040	13,991	2023							
ORANGE AVE	10TH ST to 7TH ST	940155	10,272	2023							
ORANGE AVE	7TH ST to US 1	945134	7,668	2023							
ORANGE AVE	US 1 to 2ND ST	945133	4,253	2023	600	211	C	0.35	211	C	0.35
ORANGE AVE	2ND ST to INDIAN RIVER DR	945133	4,253	2023	750	211	C	0.28	211	C	0.28
PARR DR	PORT ST LUCIE BLVD to DARWIN BLVD	209	2,040	2022	700	158	C	0.23	136	C	0.19
PARR DR	DARWIN BLVD to TULIP BLVD	723	1,928	2023	540	169	C	0.31	128	C	0.24
PARR DR	SAVONA BLVD to PORT ST LUCIE BLVD	209	2,040	2022	700	158	C	0.23	136	C	0.19
PARR DR	ROSSER BLVD to SAVONA BLVD	209	2,040	2022	630	158	C	0.25	136	C	0.22
PEACOCK BLVD	CALIFORNIA BLVD to CASHMERE BLVD	693	5,637	2021	630	357	C	0.57	396	C	0.63
PEACOCK BLVD	UNIVERSITY BLVD to CALIFORNIA BLVD	694	10,500	2024	920	756	C	0.82	758	C	0.82
PEACOCK BLVD	ST LUCIE WEST BLVD to UNIVERSITY BLVD	948514	14,858	2023	2,100	689	C	0.33	689	C	0.33
PETERSON RD	BENT CREEK DR to HARTMAN RD	695	2,114	2022	540	157	C	0.29	145	C	0.27
PICOS RD	CAMPBELL RD to KINGS HWY	696	1,211	2023	540	81	C	0.15	81	C	0.15
PORT ST LUCIE BLVD	MARTIN C.L. to BECKER RD	948519	17,264	2023	920	801	C	0.87	801	C	0.87
PORT ST LUCIE BLVD	BECKER RD to PAAR DR	948519	17,264	2023	920	801	C	0.87	801	C	0.87
PORT ST LUCIE BLVD	PAAR DR to TULIP BLVD	948519	17,264	2023	700	801	F	1.14	801	F	1.14
PORT ST LUCIE BLVD	TULIP BLVD to DARWIN BLVD	948519	17,264	2023	920	801	C	0.87	801	C	0.87

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						Volume	LOS	V/C	Volume	LOS	V/C
VIRGINIA AVE	35TH ST to 25TH ST	940032	23,450	2023							
VIRGINIA AVE	OKEECHOBEE RD to HARTMAN RD	940030	22,526	2023							
VIRGINIA AVE	HARTMAN RD to 35TH ST	940030	22,526	2023							
VIRGINIA AVE	25TH ST to 13TH ST	940033	21,782	2023							
VIRGINIA AVE	13TH ST to 11TH ST	940794	23,667	2023							
VIRGINIA AVE	11TH ST to SUNRISE BLVD	940794	23,667	2023							
VIRGINIA AVE	SUNRISE BLVD to OLEANDER AVE	940792	20,380	2023							
VIRGINIA AVE	OLEANDER AVE to COLONIAL RD	940034	18,402	2023							
VIRGINIA AVE	COLONIAL RD to US 1	940034	18,402	2023							
WALTON RD	US 1 to VILLAGE GREEN DR	330	10,000	2024	1,710	581	C	0.34	589	C	0.34
WALTON RD	VILLAGE GREEN DR to LENNARD RD	328	17,500	2024	1,710	957	D	0.56	1,057	D	0.62
WALTON RD	LENNARD RD to GREEN RIVER PKWY	326	12,000	2024	880	747	C	0.85	757	C	0.86
WALTON RD	GREEN RIVER PKWY to INDIAN RIVER DR	324	6,014	2022	630	386	C	0.61	366	C	0.58
WEATHERBEE RD	OLEANDER AVE to US 1	721	3,164	2023	750	198	C	0.26	180	C	0.24
WEATHERBEE RD	US 1 to MIDWAY RD	158	5,987	2023	750	379	D	0.51	379	D	0.51
WESTCLIFFE LN	TREMONTE AVE to VILLAGE PKWY	722	6,219	2023	1,470	457	C	0.31	419	C	0.29
WESTMORELAND BLVD	MORNINGSIDE BLVD to PORT ST LUCIE BLVD	339	14,645	2023	920	784	C	0.85	884	D	0.96
WESTMORELAND BLVD	MARTIN C.L. to MORNINGSIDE BLVD	245	9,076	2022	920	477	C	0.52	522	C	0.57

Countywide Performance

Weighted V/C = **64.29**

% VMT below Standard = **77.98%**

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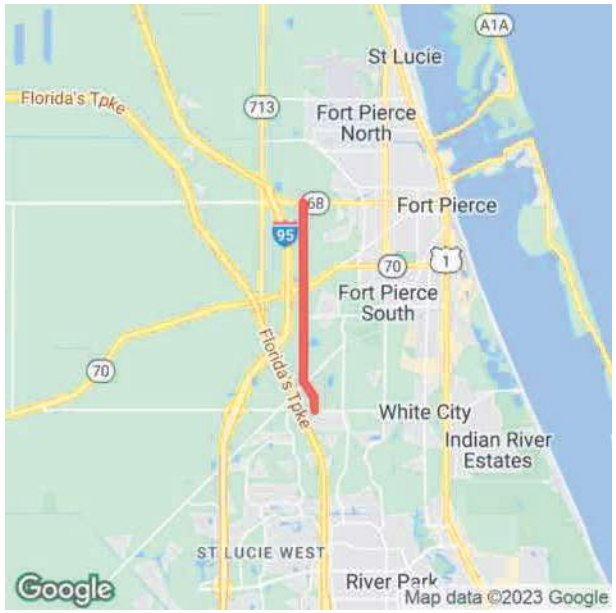
JENKINS RD FROM MIDWAY RD TO ORANGE AVE
4463311 Non-SIS



Project Description: PD&E/EMO STUDY
Extra Description: 2024 TPO PRIORITY #6 LFA WITH ST. LUCIE COUNTY R/W IS NEEDED 22-02 WIRE TRANSFER RECEIVED 11/13/23 $1M ST. LUCIE COUNTY
Lead Agency: MANAGED BY FDOT
From: MIDWAY RD
County: ST. LUCIE
To: ORANGE AVE
Length: 5.104
Phase Group: P D & E

Phase	Fund Code	2025	2026	2027	2028	2029	Total
PDE	ACSU	811,624	0	0	0	0	811,624
PDE	SU	828,376	0	0	0	0	828,376
		1,640,000					**1,640,000**

Prior Year Cost: 5,182,865
Future Year Cost: 0
Total Project Cost: 6,822,865
LRTP: Page 8-3

KINGS HWY FROM NORTH OF COMMERCIAL CIRCLE TO NORTH OF ST LUCIE BLVD
4383792 Non-SIS

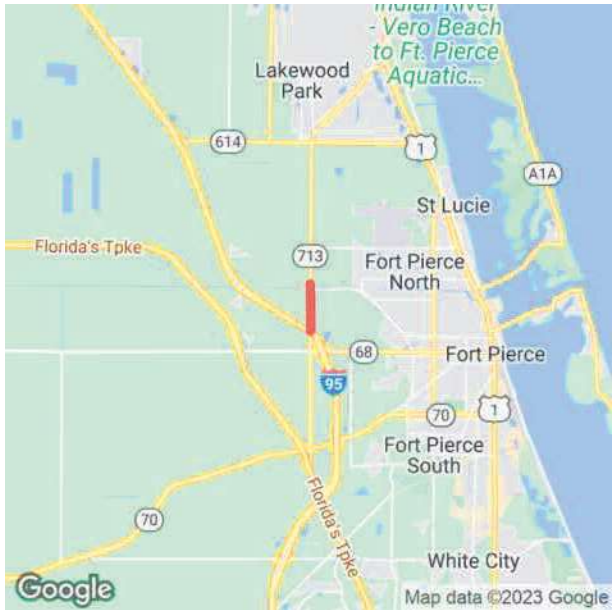


Project Description: ADD LANES & RECONSTRUCT
Extra Description: 2017 TPO PRIORITY #4 WIDENING FROM 2 TO 4 LANES; PD&E UNDER 230256-5 G/W 438379-5
Lead Agency: MANAGED BY FDOT
From: NORTH OF COMMERCIAL CIRCLE
County: ST. LUCIE
To: NORTH OF ST LUCIE BLVD
Length: 1.21
Phase Group: PRELIMINARY ENGINEERING, RIGHT OF WAY, ENVIRONMENTAL

Phase	Fund Code	2025	2026	2027	2028	2029	Total
ROW	CM	0	380,000	0	0	0	380,000
ROW	DDR	0	4,432,414	0	0	0	4,432,414
ROW	SA	2,805,455	0	0	0	0	2,805,455
ROW	SU	1,000,000	0	0	0	0	1,000,000
		3,805,455	**4,812,414**				**8,617,869**

Prior Year Cost: 21,404,740
Future Year Cost: 0
Total Project Cost: 67,751,867
LRTP: Page 8-2

KINGS HWY FROM NORTH OF I-95 OVERPASS TO NORTH OF COMMERCIAL CIRCLE
4492911 Non-SIS



Project Description: LANDSCAPING
Extra Description: STANDALONE LANDSCAPE
Lead Agency: MANAGED BY FDOT
From: NORTH OF I-95 OVERPASS
County: ST. LUCIE
To: NORTH OF COMMERCIAL CIRCLE
Length: 1.4
Phase Group: PRELIMINARY ENGINEERING, CONSTRUCTION

Phase	Fund Code	2025	2026	2027	2028	2029	Total
PE	DDR	0	141,293	0	0	0	141,293
PE	DIH	0	11,303	0	0	0	11,303
CST	DDR	0	0	0	890,792	0	890,792
CST	DIH	0	0	0	33,484	0	33,484
			152,596		**924,276**		**1,076,872**

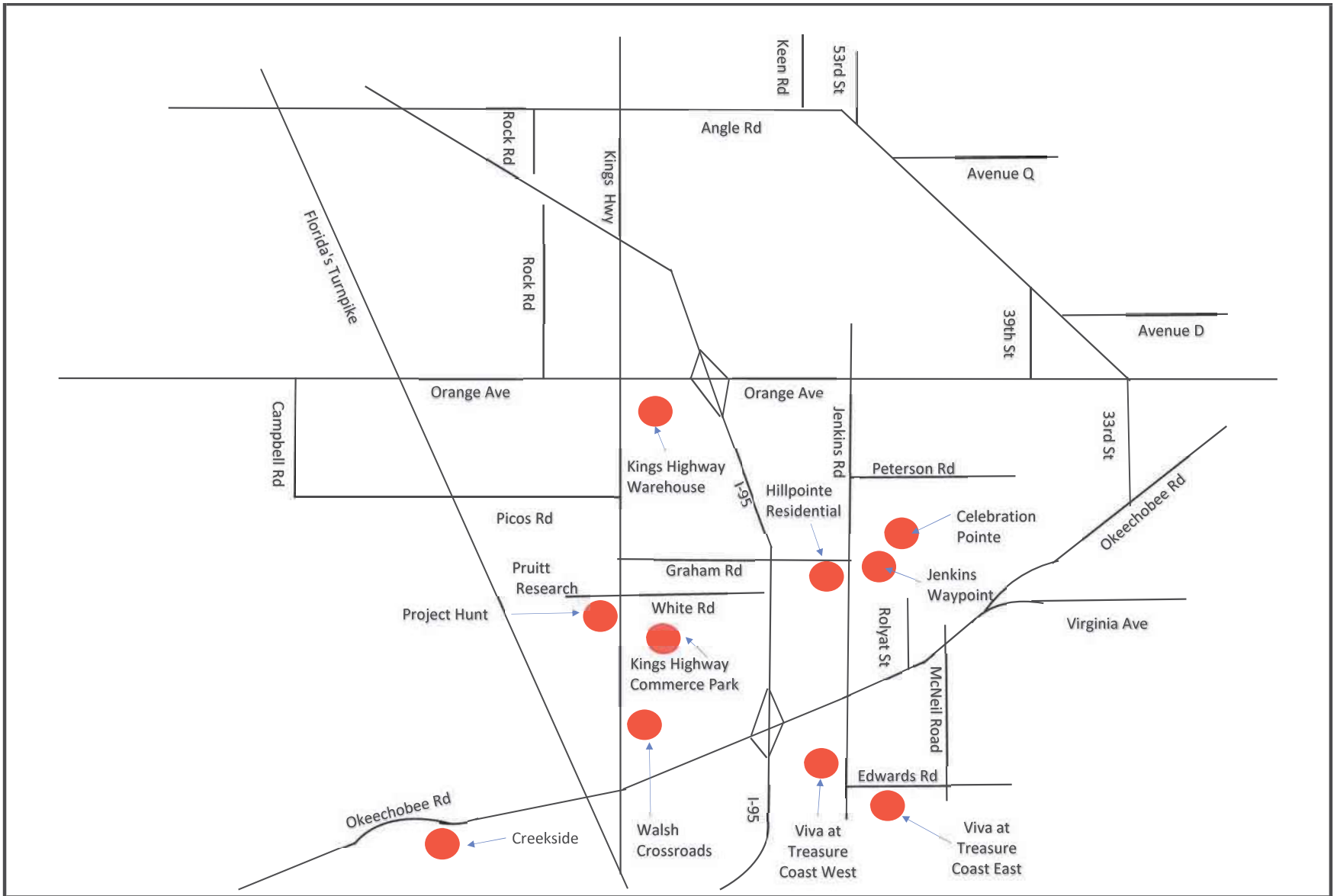
Prior Year Cost: 0
Future Year Cost: 0
Total Project Cost: 1,076,872
LRTP: Page 8-2

ST. LUCIE COUNTY PLANNED ROADWAY WIDENING PROJECTS (FY21-FY25)
PROGRAMMED ROAD IMPACT FEE REVENUE

PLANNED CAPACITY IMPROVEMENT PROJECTS FUNDED BY IMPACT FEES (FY2021-FY2031)													
ID #	PLANNED ROADWAY PROJECTS (2021-2031)	FY2021	FY2022	FY2023	FY2024	FY2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Out Year Costs
1	**Midway Road Widening Phase 1 (Selvitz Road to Jenkins Road)***												
	Design Phase	500,000											
	Construction Funds			28,000,000									
2	**Midway Road Widening Phase 2 (Jenkins Road to Glades Cut-off Road)***												
	Includes Turnpike Interchange												
	PD&E Re-Evaluation for Interchange (Design)		1,500,000										
	Design Phase		2,000,000										
	Right of Way Phase												
	Construction Phase						2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	50,000,000
3	**Jenkins Road Extension South (Midway Road to Glades Cut-off Road)**												
	Design Phase	2,000,000											
	Right of Way Phase		3,500,000										
	Construction Phase				12,000,000								-
4	**Jenkins Road Widening (Glades Cut-off Road to Orange Ave.)***												
	Trip Grant Obligation - PD &E Phase			375,000	1,000,000								
	Design Phase								5,000,000				
	Right of Way Phase									6,000,000	6,000,000		
	Construction Phase											45,000,000	
5	**Selvitz Road Widening (Edwards Road to Glades Cut-off Road)**												
	Includes Glades Cut-Off Road & Selvitz Intersection												
	Design Phase	2,685,000	1,315,000										
	Right of Way Phase		3,000,000										
	Construction Phase					17,000,000							
6	**Glades Cut-off Road Widening (Selvitz Road to Midway Road)**												
	PD &E Phase** (covers Selvitz Road to Rangeline Road)		4,500,000										
	Design Phase				2,500,000								
	Right of Way Phase						2,000,000	6,000,000	2,000,000				
	Construction Phase												60,100,000
7	**Edwards Road Widening (S. 25th Street to Jenkins Road)**												
	PD &E Phase												
	Design Phase				1,500,000								
	Right of Way Phase					2,000,000							
	Construction Phase						10,000,000						
8	**Glades Cut-off Road Widening (Midway Road to Rangeline)**												
	PD & E Phase												
	Design Phase									2,000,000			
	Right of Way Phase										10,000,000		
	Construction Phase												
9	**Jenkins Road Extension North (Orange Avenue to St. Lucie Boulevard)**							2,000,000					
	PD &E Phase												
	Design Phase									2,000,000	2,000,000		
	Right of Way Phase										10,000,000		10,000,000
	Construction Phase												40,000,000
10	**North County Airport Connector Road (St. Lucie Boulevard to I-95)**												
	PD &E Phase							2,000,000					
	Design Phase										2,000,000		
	Right of Way Phase												10,000,000
	Construction Phase												40,600,000
11	**Lennard Road (Silver Oak Drive to US Hwy 1)**												
	Stormwater Pond Design Phase	350,000											
	Stormwater Pond Construction		2,000,000										
	PD&E Re-evaluation												
12	**Oleander Vision Study (Edwards Road Intersection to Midway Road)**												
	Planning & Design Phase	550,000											
	PLANNED INTERSECTION EXPANSION PROJECTS (2021-2025)												
13	**St. Lucie West Boulevard & Peacock Boulevard Expansion by City of PSL**												
	Matching Funds -Construction Phase 1				500,000								
	Matching Funds - Construction Phase 2							1,000,000					
	PLANNED SIDEWALK PROJECTS (2021-2025)												
	Oleander Ave Sidewalk (S Market Avenue to Edwards Road)*												
	Matching Funds - Design Phase				1,000,000	200,000							
	Bell Avenue Sidewalk (25th Street to Sunrise Blvd.)*												
	Matching Funds - Design Phase		200,000										
	Construction			100,000									
	Walton Road Sidewalk - Lennard Road to Green River Parkway*												
	Matching Funds - Design Phase			200,000									
	Construction				1,000,000								
	Impact Fee Expenditure TOTALS:	**6,085,000**	**18,015,000**	**28,675,000**	**19,500,000**	**19,200,000**	**14,000,000**	**13,000,000**	**9,000,000**	**12,000,000**	**32,000,000**	**47,000,000**	**210,700,000**
	Impact Fee Account Balance		**46,812,314**	**35,497,314**	**13,522,314**	**722,314**	**(11,777,686)**	**(19,077,686)**	**(25,377,686)**	**(27,677,686)**	**(32,977,686)**	**(58,277,686)**	
	Forecasted Impact Fee Revenue**		6,700,000	6,700,000	6,700,000	6,700,000	6,700,000	6,700,000	6,700,000	6,700,000	6,700,000	6,700,000	
	**=Based on estimates from Office of Management and Budget												
	* = Funding amounts reflected in FDOT current 5-year work plan												

APPENDIX C

OTHER PROJECT DATA/GROWTH RATE



NTS

O'ROURKE ENGINEERING & PLANNING

3725 S. East Ocean Blvd Suite 201
Stuart, Fl, 34996

Job Number:

Date: 7.2.2024

Legend

= Project Location

Figure 1

Background Project Location

St. Lucie County

AM APPROVED PROJECTS			Kings Hwy Commerce Park / White Parcel						Creekside						Celebration Pointe @ 25% Complete City of Fort Pierce					
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Jenkins Rd	Okeechobee	Edwards	0%	0	0	-	0	0	5%	372	28	OUT	21	7	5%	79	6	IN	2	5
Edwards Rd.	25th	Jenkins Rd	0%	0	0	-	0	0	0%	0	0	-	0	0	5%	79	6	OUT	5	2
				5,135	**577**		**In**	**463**		**7,443**	**564**		**In**	**143**		**1,585**	**128**		**In**	**32**
				Daily	**Two-Way**		**Out**	**114**		**Daily**	**Two-Way**		**Out**	**421**		**Daily**	**Two-Way**		**Out**	**96**

AM APPROVED PROJECTS			Hillpointe Residential						Viva at Treasure Coast West						Viva at Treasure Coast East					
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Jenkins Rd	Okeechobee	Edwards	0%	0	0	-	0	0	90%	1,348	83	OUT	63	20	90%	1,256	78	OUT	59	19
Edwards Rd.	25th	Jenkins Rd	0%	0	0	-	0	0	10%	150	9	OUT	7	2	10%	140	9	OUT	7	2
				1,691	**101**		**In**	**24**		**1,498**	**92**		**In**	**22**		**1,396**	**87**		**In**	**21**
				Daily	**Two-Way**		**Out**	**77**		**Daily**	**Two-Way**		**Out**	**70**		**Daily**	**Two-Way**		**Out**	**66**

AM APPROVED PROJECTS			Project Hunt						Kings Highway Warehouse						Jenkins Waypoint / Resurrection Life					
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Jenkins Rd	Okeechobee	Edwards	0%	0	0	-	0	0	0%	0	0	-	0	0	0%	0	0	-	0	0
Edwards Rd.	25th	Jenkins Rd	0%	0	0	-	0	0	0%	0	0	-	0	0	0%	0	0	-	0	0
				956	101		In	84		5,100	683		In	342		3,318	209		In	53
				Daily	Two-Way		Out	17		Daily	Two-Way		Out	341		Daily	Two-Way		Out	156

AM APPROVED PROJECTS			Walsh Crossroads						SUM Daily		SUM 2 Way		SUM Directional N/E		SUM Directional S/W		Two Way		Directional N/E		Directional S/W	
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential	Double Count	Net 2 Way	Double Count	Net	Double Count	Net
Jenkins Rd	Okeechobee	Edwards	0%	0	0	-	0	0	3,056	0	196	0	145	0	51	0	0	196	0	145	0	51
Edwards Rd.	25th	Jenkins Rd	0%	0	0	-	0	0	369	0	24	0	18	0	6	0	0	24	0	18	0	6
				184	12		In	7														
				Daily	Two-Way		Out	5														

PM APPROVED PROJECTS			Kings Hwy Commerce Park / White Parcel						Creekside						Celebration Pointe @ 25% Complete City of Fort Pierce					
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Jenkins Rd	Okeechobee	Edwards	0%	0	0	-	0	0	5%	372	34	OUT	13	21	5%	79	8	IN	5	3
Edwards Rd.	25th	Jenkins Rd	0%	0	0	-	0	0	0%	0	0	-	0	0	5%	79	8	OUT	3	5
				5,135	**600**		**In**	**142**		**7,443**	**682**		**In**	**426**		**1,585**	**158**		**In**	**101**
				Daily	**Two-Way**		**Out**	**458**		**Daily**	**Two-Way**		**Out**	**256**		**Daily**	**Two-Way**		**Out**	**57**

PM APPROVED PROJECTS			Hillpointe Residential						Viva at Treasure Coast West						Viva at Treasure Coast East					
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Jenkins Rd	Okeechobee	Edwards	0%	0	0	-	0	0	90%	1,348	104	OUT	39	66	90%	1,256	98	OUT	36	62
Edwards Rd.	25th	Jenkins Rd	0%	0	0	-	0	0	10%	150	12	OUT	4	7	10%	140	11	OUT	4	7
				1,691	**129**		**In**	**81**		**1,498**	**116**		**In**	**73**		**1,396**	**109**		**In**	**69**
				Daily	**Two-Way**		**Out**	**48**		**Daily**	**Two-Way**		**Out**	**43**		**Daily**	**Two-Way**		**Out**	**40**

PM APPROVED PROJECTS			Project Hunt						Kings Highway Warehouse						Jenkins Waypoint / Resurrection Life					
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Jenkins Rd	Okeechobee	Edwards	0%	0	0	-	0	0	0%	0	0	-	0	0	0%	0	0	-	0	0
Edwards Rd.	25th	Jenkins Rd	0%	0	0	-	0	0	0%	0	0	-	0	0	0%	0	0	-	0	0
				956	**114**		**In**	**29**		**5,100**	**674**		**In**	**458**		**3,318**	**274**		**In**	**172**
				Daily	**Two-Way**		**Out**	**85**		**Daily**	**Two-Way**		**Out**	**216**		**Daily**	**Two-Way**		**Out**	**102**

PM APPROVED PROJECTS			Walsh Crossroads						SUM Daily		SUM 2 Way		SUM Directional N/E		SUM Directional S/W		Two Way		Directional N/E		Directional S/W	
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential	Double Count	Net 2 Way	Double Count	Net	Double Count	Net
Jenkins Rd	Okeechobee	Edwards	0%	0	0	-	0	0	3,056	0	245	0	93	0	152	0	0	245	0	93	0	152
Edwards Rd.	25th	Jenkins Rd	0%	0	0	-	0	0	369	0	30	0	11	0	19	0	0	30	0	11	0	19
				184	21		In	10														
				Daily	Two-Way		Out	11														

Historical Growth Rate Calculation (5 Year)

Segment	From	To	2018 AADT	2023 AADT	5 Year Historical Growth Rate
Edwards Rd	Jenkins Rd	McNeil Rd	10,100	12,200	3.85%
Jenkins Rd	Okeechobee Rd	Edwards Rd	7,500	10,200	6.34%
		Total	17,600	22,400	4.94%

*Source FDOT Historical Traffic Counts

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 7027 - ON JENKINS RD SOUTH - S. OF OKEECHOBEE RD (COUNTY 133)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2023	10200 F	N 5000	S 5200	9.00	51.60	7.10
2022	10000 C	N 4900	S 5100	9.00	51.40	5.00
2021	7100 V	N 3600	S 3500	9.00	50.90	7.20
2020	7100 R	N 3600	S 3500	9.00	51.30	31.50
2019	7500 T	N 3800	S 3700	9.00	51.00	7.80
2018	7500 S	N 3800	S 3700	9.00	51.30	16.70
2017	7500 F	N 3800	S 3700	9.00	50.90	16.70
2016	7300 C	N 3700	S 3600	9.00	50.90	16.70
2015	7300 S	N 3800	S 3500	9.00	51.00	41.80
2014	7300 F	N 3800	S 3500	9.00	50.80	49.50
2013	7300 C	N 3800	S 3500	9.00	50.80	11.90
2012	6400 F	N 3200	S 3200	9.00	56.80	7.10
2011	6400 C	N 3200	S 3200	9.00	57.20	16.40
2010	6500 F	N 3200	S 3300	10.32	55.40	16.40
2009	6500 C	N 3200	S 3300	10.27	57.35	16.40

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 7056 - EDWARDS RD - W. OF SELVITZ RD (COUNTY 174)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2023	12200 F	E 6100	W 6100	9.00	51.60	7.10
2022	11800 C	E 5900	W 5900	9.00	51.40	5.00
2021	9500 V	E 4700	W 4800	9.00	50.90	7.20
2020	9700 R	E 4800	W 4900	9.00	51.30	31.50
2019	10100 T	E 5000	W 5100	9.00	51.00	7.80
2018	10100 S	E 5000	W 5100	9.00	51.30	5.80
2017	10100 F	E 5000	W 5100	9.00	50.90	10.00
2016	9900 C	E 4900	W 5000	9.00	50.90	6.20
2015	10000 V	E 5000	W 5000	9.00	51.00	41.80
2014	10000 R	E 5000	W 5000	9.00	50.80	49.50
2013	10000 T	E 5000	W 5000	9.00	50.80	11.90
2012	10000 S	E 5000	W 5000	9.00	56.80	9.20
2011	10200 F	E 5100	W 5100	9.00	57.20	9.20
2010	10200 C	E 5100	W 5100	10.32	55.40	9.20
2009	8800 F	E 4500	W 4300	10.27	57.35	17.50
2008	9000 C	E 4600	W 4400	10.45	58.06	17.50

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

COUNTY: 94
STATION: 7027
DESCRIPTION: ON JENKINS RD SOUTH - S. OF OKEECHOBEE RD (COUNTY
START DATE: 01/26/2022
START TIME: 0000

TIME	DIRECTION: N 1ST	2ND	3RD	4TH	TOTAL	DIRECTION: S 1ST	2ND	3RD	4TH	TOTAL	COMBINED TOTAL
0000	10	6	8	10	34	5	16	9	9	40	74
0100	5	8	3	6	22	7	4	10	5	26	48
0200	9	8	8	10	35	10	12	4	6	32	67
0300	4	3	7	22	36	5	2	12	6	25	61
0400	10	17	9	31	67	9	12	16	17	54	121
0500	17	28	40	64	149	16	21	34	30	101	250
0600	76	76	85	91	328	42	60	63	91	256	584
0700	86	101	99	138	424	102	89	103	125	419	843
0800	131	113	122	82	448	90	90	94	90	364	812
0900	88	99	105	80	372	80	79	83	87	329	701
1000	79	69	64	61	273	76	87	66	90	319	592
1100	74	80	82	73	309	78	90	79	83	330	639
1200	94	62	72	96	324	74	74	98	64	310	634
1300	56	98	84	75	313	84	87	95	80	346	659
1400	81	80	75	63	299	88	81	77	87	333	632
1500	70	76	95	92	333	90	93	100	96	379	712
1600	80	83	104	105	372	126	127	127	109	489	861
1700	116	104	114	73	407	129	120	104	80	433	840
1800	80	58	58	40	236	78	101	70	73	322	558
1900	61	28	35	22	146	49	42	40	27	158	304
2000	23	38	30	27	118	33	31	18	22	104	222
2100	32	25	19	11	87	22	30	26	20	98	185
2200	14	13	7	10	44	16	16	15	12	59	103
2300	10	4	7	6	27	10	13	14	21	58	85
24-HOUR TOTALS:					5203					5384	10587

PEAK VOLUME INFORMATION

	DIRECTION: N HOUR	VOLUME	DIRECTION: S HOUR	VOLUME	COMBINED DIRECTIONS HOUR	VOLUME
A.M.	745	504	700	419	745	903
P.M.	1645	439	1615	492	1630	914
DAILY	745	504	1615	492	1630	914

GENERATED BY SPS 5.0.57P

C-19

C-13

AM = NB Peak

↑ 0.51 ↓ 0.49

PM = SB Peak

↑ 0.43 ↓ 0.57

COUNTY: 94
STATION: 7056
DESCRIPTION: EDWARDS RD - W. OF SELVITZ RD (COUNTY 174)
START DATE: 01/26/2022
START TIME: 0000

TIME	DIRECTION: E 1ST	2ND	3RD	4TH	TOTAL	DIRECTION: W 1ST	2ND	3RD	4TH	TOTAL	COMBINED TOTAL
0000	13	11	8	8	40	10	12	4	11	37	77
0100	9	6	5	9	29	4	8	4	12	28	57
0200	9	13	7	8	37	8	10	6	11	35	72
0300	5	3	9	12	29	4	7	11	20	42	71
0400	6	13	20	19	58	9	23	10	35	77	135
0500	22	26	38	42	128	14	31	39	68	152	280
0600	51	68	73	94	286	77	75	83	90	325	611
0700	119	107	113	111	450	93	116	134	123	466	916
0800	114	114	104	119	451	100	113	111	96	420	871
0900	89	94	89	108	380	108	118	120	105	451	831
1000	85	87	89	103	364	92	96	79	81	348	712
1100	85	115	99	85	384	96	90	95	91	372	756
1200	92	89	100	86	367	106	80	96	105	387	754
1300	93	113	105	97	408	74	111	91	96	372	780
1400	94	91	94	100	379	97	108	102	89	396	775
1500	120	123	126	105	474	109	107	130	106	452	926
1600	136	142	119	152	549	114	106	143	136	499	1048
1700	149	129	124	103	505	138	123	115	97	473	978
1800	90	106	82	62	340	88	72	75	56	291	631
1900	59	50	54	30	193	82	45	46	34	207	400
2000	47	45	20	29	141	36	44	29	37	146	287
2100	32	32	34	21	119	40	31	30	22	123	242
2200	21	19	14	17	71	17	23	11	14	65	136
2300	13	19	18	19	69	10	7	11	8	36	105
24-HOUR TOTALS:					6251					6200	12451

AM = WB Peak
← 0.51
→ 0.49

PM = EB Peak
← 0.48
→ 0.52

PEAK VOLUME INFORMATION

	DIRECTION: E HOUR	VOLUME	DIRECTION: W HOUR	VOLUME	COMBINED DIRECTIONS HOUR	VOLUME
A.M.	730	452	715	473	730	922
P.M.	1615	562	1630	540	1630	1089
DAILY	1615	562	1630	540	1630	1089

C-20

C-14

GENERATED BY SPS 5.0.57P

APPENDIX D

INTERSECTION ANALYSIS

FORT PIERCE

City of Fort Pierce Engineering Department

Intersection Timing Sheet

Name **SR-70 at Jenkins Road**

Part I — *Actuated Timing Information*

Non-coordinated Operation

Phase	*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*		
Approach	EBLT	WBT	SBLT	NBT	WBLT	EBT	NBLT	SBT		
Initial	7	12	7	7	7	12	7	7		
Passage	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		
Max1	25.0	50.0	25.0	25.0	25.0	50.0	25.0	25.0		
Yellow	4.8	4.8	4.8	4.8	4.8	4.8	4.8	4.8		
Red	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5		
Walk		5.0		5.0		5.0				
Ped Clear		34.0		47.0		26.0				
Recall		Min				Min				
LT Type	Prot		Prot		Prot		Prot			

Part II — *Coordinated Timing Information*

Pattern Tables

PHASE	*1*	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*Cycle*	*Offset*
Split Pattern 1	21	46	32	31	21	46	32	31	130	12
Split Pattern 2	23	57	25	25	23	57	25	25	130	93
Split Pattern 3	25	52	28	25	15	62	28	25	130	36
Split Pattern 4	18	42	18	22	15	45	18	22	100	48
Split Pattern 5	18	57	20	25	18	57	20	25	120	38

Schedule Implementation

Schedule Notes	Day Plan 1 (WEEKDAYS)			Day Plan 2 (WEEKENDS)			Day Plan 3 (Special)		
	Start	End	Pattern	Start	End	Pattern			
	0:00	6:30	Free	0:00	7:00	Free			
	6:30	10:00	1	7:00	10:00	4			
	10:00	15:00	2	10:00	18:00	5			
	15:00	19:00	3	18:00	21:00	4			
	19:00	21:00	4	21:00	0:00	Free			
	21:00	0:00	Free						

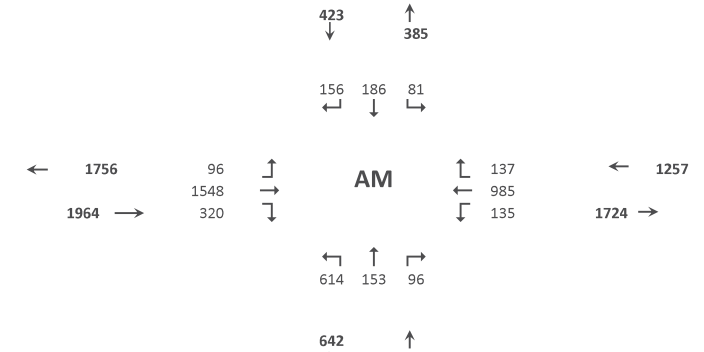
Part III — *Notes and Comments*

1. Installed new system and signal timing by AECOM (FDOT Retiming Contract C9O28; FM 230017 7 32 01)

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Jenkins Rd
E/W STREET: Okeechobee Rd
CONTROL: Signalized
FILENAME:
COUNT DATE: 6/15/2023
DAY: Thursday
CITY: St. Lucie
REPORT DATE: 6/16/2023
ANALYSIS YEAR: 2023

15 Min Period	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	108	29	17	12	27	20	11	237	42	9	154	12	678	3704
7:15-7:30	119	35	19	19	36	28	18	320	52	20	239	22	927	4144
7:30-7:45	127	43	19	20	41	36	19	344	76	26	229	28	1008	4292
7:45-8:00	142	35	26	21	53	30	21	418	68	29	227	21	1091	4277
8:00-8:15	152	32	29	19	43	39	27	379	84	31	255	28	1118	4091
8:15-8:30	164	36	17	17	40	44	24	333	77	43	227	53	1075	
8:30-8:45	117	43	21	24	51	39	22	319	67	29	214	47	993	
8:45-9:00	98	34	14	22	44	28	17	296	76	24	207	45	905	
AM PEAK HOUR IS FROM:	7:30 AM TO 8:30AM													
Volumes	585	146	91	77	177	149	91	1474	305	129	938	130	4292	
Season Factor	614	153	96	81	186	156	96	1548	320	135	985	137	4507	
Growth	614	153	96	81	186	156	96	1548	320	135	985	137	4507	
In/Out	OUT	OUT	OUT		IN				IN	IN				
Percentage	40%	10%	40%	0%	90%	0%	0%	0%	90%	90%	0%	0%	0%	
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	614	153	96	81	186	156	96	1548	320	135	985	137	4507	

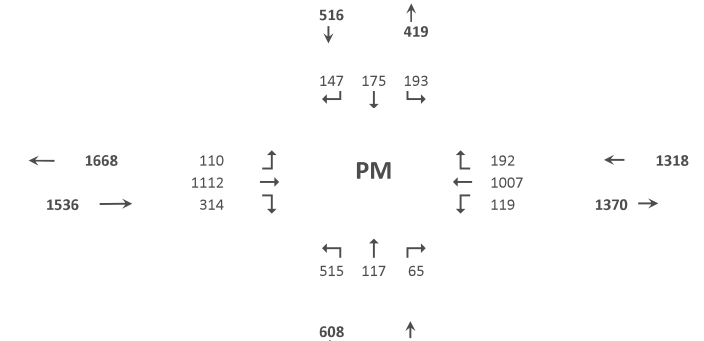


Seasonal Factor: 1.05
Growth Rate: 1.01
Years Grown: 0

	Trips In	Trips Out
Viva at Treasure Coast West	0	0

N/S STREET: Jenkins Rd
E/W STREET: Okeechobee Rd
CONTROL: Signalized
FILENAME:
COUNT DATE: 6/15/2023
DAY: Thursday
CITY: St Lucie
REPORT DATE: 6/16/2023
ANALYSIS YEAR: 2023

15 Min Period lanes	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15	106	32	7	47	38	24	34	215	63	23	207	34	830	3607
4:15-4:30	121	36	11	47	53	26	24	207	73	28	201	42	869	3759
4:30-4:45	143	31	19	44	45	46	20	230	88	22	229	55	972	3872
4:45-5:00	119	29	14	52	54	29	26	246	68	30	224	45	936	3853
5:00-5:15	105	26	16	47	37	33	29	289	64	33	265	38	982	3762
5:15-5:30	123	25	13	41	31	32	30	294	79	28	241	45	982	
5:30-5:45	104	33	11	43	36	33	26	284	70	28	252	33	953	
5:45-6:00	100	29	7	39	31	23	31	245	47	33	235	25	845	
PM PEAK HOUR IS FROM:	4:30 PM TO 5:30PM													
Volumes	490	111	62	184	167	140	105	1059	299	113	959	183	3872	
Season Factor	515	117	65	193	175	147	110	1112	314	119	1007	192	4066	
Growth	515	117	65	193	175	147	110	1112	314	119	1007	192	4066	
In/Out	OUT	OUT	OUT		IN				IN	IN				
Percentage	40%	10%	40%	0%	90%	0%	0%	0%	90%	90%	0%	0%	0%	
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	515	117	65	193	175	147	110	1112	314	119	1007	192	4066	



Seasonal Factor: 1.05
Growth Rate: 1.01
Years Grown: 0

	Trips In	Trips Out
Viva at Treasure Coast West	0	0

HCM 7th Signalized Intersection Summary
3: Jenkins road & Okeechobee Road

07/09/2024

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	96	1548	320	135	985	137	614	153	96	81	186	156
Future Volume (veh/h)	96	1548	320	135	985	137	614	153	96	81	186	156
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	104	1683	0	147	1071	149	667	166	104	88	202	170
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	186	2314		173	2591	638	657	568	337	186	458	204
Arrive On Green	0.05	0.36	0.00	0.10	0.40	0.40	0.19	0.26	0.26	0.05	0.13	0.13
Sat Flow, veh/h	3456	6434	1585	1781	6434	1585	3456	2145	1273	3456	3554	1585
Grp Volume(v), veh/h	104	1683	0	147	1071	149	667	136	134	88	202	170
Grp Sat Flow(s),veh/h/ln	1728	1609	1585	1781	1609	1585	1728	1777	1641	1728	1777	1585
Q Serve(g_s), s	3.8	29.5	0.0	10.6	15.5	8.1	24.7	7.9	8.5	3.2	6.8	13.6
Cycle Q Clear(g_c), s	3.8	29.5	0.0	10.6	15.5	8.1	24.7	7.9	8.5	3.2	6.8	13.6
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.78	1.00		1.00
Lane Grp Cap(c), veh/h	186	2314		173	2591	638	657	471	435	186	458	204
V/C Ratio(X)	0.56	0.73		0.85	0.41	0.23	1.02	0.29	0.31	0.47	0.44	0.83
Avail Cap(c_a), veh/h	364	2314		188	2591	638	657	471	435	657	648	289
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	60.0	36.1	0.0	57.8	27.8	25.6	52.7	38.0	38.2	59.7	52.3	55.3
Incr Delay (d2), s/veh	2.6	1.2	0.0	27.9	0.5	0.9	39.1	0.3	0.4	1.9	0.7	13.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.7	11.3	0.0	6.0	5.9	3.2	14.2	3.5	3.5	1.5	3.1	6.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	62.6	37.3	0.0	85.6	28.3	26.5	91.8	38.4	38.6	61.6	53.0	68.5
LnGrp LOS	E	D		F	C	C	F	D	D	E	D	E
Approach Vol, veh/h		1787			1367			937			460	
Approach Delay, s/veh		38.7			34.3			76.4			60.3	
Approach LOS		D			C			E			E	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	14.3	59.7	14.3	41.7	19.9	54.1	32.0	24.0
Change Period (Y+Rc), s	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3
Max Green Setting (Gmax), s	13.7	38.7	24.7	23.7	13.7	38.7	24.7	23.7
Max Q Clear Time (g_c+I1), s	5.8	17.5	5.2	10.5	12.6	31.5	26.7	15.6
Green Ext Time (p_c), s	0.1	7.7	0.2	1.2	0.0	5.4	0.0	1.1

Intersection Summary	
HCM 7th Control Delay, s/veh	47.3
HCM 7th LOS	D

Notes

User approved pedestrian interval to be less than phase max green.

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

HCM 7th Signalized Intersection Summary
3: Jenkins road & Okeechobee Road

07/09/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	110	1112	314	119	1007	192	515	117	65	193	175	147
Future Volume (veh/h)	110	1112	314	119	1007	192	515	117	65	193	175	147
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	120	1209	0	129	1095	209	560	127	71	210	190	160
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	186	2824		106	2858	704	550	446	235	272	420	187
Arrive On Green	0.05	0.44	0.00	0.06	0.44	0.44	0.16	0.20	0.20	0.08	0.12	0.12
Sat Flow, veh/h	3456	6434	1585	1781	6434	1585	3456	2249	1185	3456	3554	1585
Grp Volume(v), veh/h	120	1209	0	129	1095	209	560	99	99	210	190	160
Grp Sat Flow(s),veh/h/ln	1728	1609	1585	1781	1609	1585	1728	1777	1657	1728	1777	1585
Q Serve(g_s), s	4.4	16.9	0.0	7.7	14.8	11.0	20.7	6.1	6.6	7.7	6.5	12.9
Cycle Q Clear(g_c), s	4.4	16.9	0.0	7.7	14.8	11.0	20.7	6.1	6.6	7.7	6.5	12.9
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.72	1.00		1.00
Lane Grp Cap(c), veh/h	186	2824		106	2858	704	550	353	329	272	420	187
V/C Ratio(X)	0.64	0.43		1.22	0.38	0.30	1.02	0.28	0.30	0.77	0.45	0.86
Avail Cap(c_a), veh/h	471	2824		106	2858	704	550	353	329	550	484	216
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	60.3	25.2	0.0	61.2	24.2	23.1	54.6	44.2	44.4	58.7	53.4	56.2
Incr Delay (d2), s/veh	3.7	0.1	0.0	159.2	0.4	1.1	42.9	0.4	0.5	4.6	0.8	24.5
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.0	6.2	0.0	8.1	5.5	4.3	12.3	2.8	2.8	3.6	2.9	6.4
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	64.0	25.3	0.0	220.3	24.6	24.2	97.5	44.6	44.9	63.3	54.2	80.7
LnGrp LOS	E	C		F	C	C	F	D	D	E	D	F
Approach Vol, veh/h		1329			1433			758			560	
Approach Delay, s/veh		28.8			42.1			83.8			65.2	
Approach LOS		C			D			F			E	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	14.3	65.1	17.5	33.1	15.0	64.4	28.0	22.6
Change Period (Y+Rc), s	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3
Max Green Setting (Gmax), s	17.7	44.7	20.7	17.7	7.7	54.7	20.7	17.7
Max Q Clear Time (g_c+I1), s	6.4	16.8	9.7	8.6	9.7	18.9	22.7	14.9
Green Ext Time (p_c), s	0.2	9.0	0.5	0.7	0.0	9.8	0.0	0.5

Intersection Summary	
HCM 7th Control Delay, s/veh	48.7
HCM 7th LOS	D

Notes

User approved pedestrian interval to be less than phase max green.

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

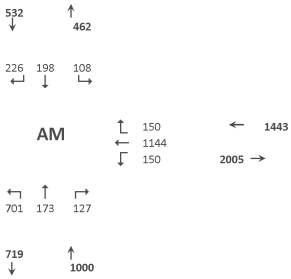
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Jenkins Rd **E/W STREET:** Okeechobee Rd **CONTROL:** Signalized
FILENAME:
COUNT DATE: 6/15/2023 **DAY:** Thursday **CITY:** St. Lucie
REPORT DATE: 7/2/2024 **ANALYSIS YEAR:** 2027

15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	108	29	17	12	27	20	11	237	42	9	154	12	678	3704
7:15-7:30	119	35	19	19	36	28	18	320	52	20	239	22	927	4144
7:30-7:45	127	43	19	20	41	36	19	344	76	26	229	28	1008	4292
7:45-8:00	142	35	26	21	53	30	21	418	68	29	227	21	1091	4277
8:00-8:15	152	32	29	19	43	39	27	379	84	31	255	28	1118	4091
8:15-8:30	164	36	17	17	40	44	24	333	77	43	227	53	1075	
8:30-8:45	117	43	21	24	51	39	22	319	67	29	214	47	993	
8:45-9:00	98	34	14	22	44	28	17	296	76	24	207	45	905	
AM PEAK HOUR IS FROM:			7:30 AM TO 8:30AM											
Volumes	585	146	91	77	177	149	91	1474	305	129	938	130	4292	
Season Factor	614	153	96	81	186	156	96	1548	320	135	985	137	4507	
Growth	639	160	99	84	193	163	99	1611	333	141	1025	142	4690	
In/Out														
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBPROJECTS														
%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	10%	0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	11	0	0	46	0	0	Kings Highway Commerce Park
%	5.0%	0.0%	0.0%	0.0%	0.0%	5.0%	5.0%	30.0%	5.0%	0.0%	30.0%	0.0%		
In/Out	IN					IN	OUT	OUT	OUT		IN			
Volume	7	0	0	0	0	7	21	126	21	0	43	0	0	Creekside
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	0%	0.0%	0.0%	0.0%	0.0%		
In/Out														
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Celebration Pointe - 25%
%	0.0%	0.0%	0.0%	10.0%	0.0%	24.0%	24.0%	0.0%	0.0%	0.0%	0.0%	10.0%		
In/Out				OUT		OUT	IN					IN		
Volume	0	0	0	8	0	18	6	0	0	0	0	2	0	Hillpointe
%	40.0%	10.0%	20.0%	0.0%	10.0%	0.0%	0%	0%	40.0%	20.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN				IN	IN				
Volume	28	7	14	0	2	0	0	0	9	4	0	0	0	Viva at Treasure Coast West
%	40.0%	10.0%	20.0%	0.0%	10.0%	0.0%	0.0%	0.0%	40.0%	20.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN				IN	IN				
Volume	26	7	13	0	2	0	0	0	8	4	0	0	0	Viva at Treasure Coast East
%	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0%	10%	0.0%	0.0%	11.0%	0.0%		
In/Out				OUT				OUT			IN			
Volume	0	0	0	1	0	0	0	2	0	0	9	0	0	Project Hunt
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	0.0%	0.0%	6.0%	0.0%		
In/Out								OUT		IN				
Volume	0	0	0	0	0	0	0	20	0	0	21	0	0	Kings Highway Warehouse
%	0.0%	0.0%	0.0%	10.0%	0.0%	24.0%	24%	0%	0.0%	0.0%	0.0%	10.0%		
In/Out				OUT		OUT	IN					IN		
Volume	0	0	0	16	0	37	13	0	0	0	0	5	0	Jenkins Waypoint
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out														
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Walsh Crossroads
Subtotal	62	14	27	24	4	63	40	160	38	9	119	8	0	
Total	701	173	127	108	198	226	139	1770	372	150	1144	150	4690	

Seasonal Factor: 1.05
Growth Rate: 1.01
Years Grown: 4

	Trips In	Trips Out
	0	0
Kings Highway Commerce Park	463	114
Creekside	143	421
Celebration Pointe - 25%	128	383
Hillpointe	24	77
Viva at Treasure Coast West	22	70
Viva at Treasure Coast East	21	66
Project Hunt	84	17
Kings Highway Warehouse	342	341
Jenkins Waypoint	53	156
Walsh Crossroads	7	5

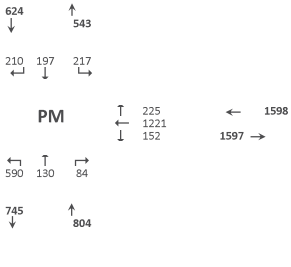


N/S STREET: Jenkins Rd **E/W STREET:** Okeechobee Rd **CONTROL:** Signalized
FILENAME:
COUNT DATE: 6/15/2023 **DAY:** Thursday **CITY:** St Lucie
REPORT DATE: 7/2/2024 **ANALYSIS YEAR:** 2027

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	106	32	7	47	38	24	34	215	63	23	207	34	830	3607
4:15-4:30	121	36	11	47	53	26	24	207	73	28	201	42	869	3759
4:30-4:45	143	31	19	44	45	46	20	230	88	22	229	55	972	3872
4:45-5:00	119	29	14	52	54	29	26	246	68	30	224	45	936	3853
5:00-5:15	105	26	16	47	37	33	29	289	64	33	265	38	982	3762
5:15-5:30	123	25	13	41	31	32	30	294	79	28	241	45	982	
5:30-5:45	104	33	11	43	36	33	26	284	70	28	252	33	953	
5:45-6:00	100	29	7	39	31	23	31	245	47	33	235	25	845	
PM PEAK HOUR IS FROM:			4:30 PM TO 5:30PM											
Volumes	490	111	62	184	167	140	105	1059	299	113	959	183	3872	
Season Factor	515	117	65	193	175	147	110	1112	314	119	1007	192	4066	
Growth	535	121	68	201	182	153	115	1157	327	123	1048	200	4231	
In/Out														
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBPROJECTS														
%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	10%	0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	46	0	0	14	0	0	Kings Highway Commerce Park
%	5%	0%	0%	0%	0%	5%	5%	30%	5%	0%	30%	0.0%		
In/Out	IN					IN	OUT	OUT	OUT		IN			
Volume	21	0	0	0	0	21	13	77	13	0	128	0	0	Creekside
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out														
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Celebration Pointe - 25%
%	0.0%	0.0%	0.0%	10.0%	0.0%	24.0%	24.0%	0.0%	0.0%	0.0%	0.0%	10.0%		
In/Out				OUT		OUT	IN					IN		
Volume	0	0	0	5	0	12	19	0	0	0	0	8	0	Hillpointe
%	40.0%	10.0%	20.0%	0.0%	10.0%	0.0%	0%	0%	40.0%	20.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN				IN	IN				
Volume	17	4	9	0	7	0	0	0	29	15	0	0	0	Viva at Treasure Coast West
%	40.0%	10.0%	20.0%	0.0%	10.0%	0.0%	0.0%	0.0%	40.0%	20.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN				IN	IN				
Volume	16	4	8	0	7	0	0	0	28	14	0	0	0	Viva at Treasure Coast East
%	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0%	10%	0.0%	0.0%	11.0%	0.0%		
In/Out				OUT				OUT			IN			
Volume	0	0	0	1	0	0	0	3	0	0	3	0	0	Project Hunt
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	0.0%	0.0%	6.0%	0.0%		
In/Out								OUT		IN				
Volume	0	0	0	0	0	0	0	13	0	0	27	0	0	Kings Highway Warehouse
%	0.0%	0.0%	0.0%	10.0%	0.0%	24.0%	24%	0%	0.0%	0.0%	0.0%	10.0%		
In/Out				OUT		OUT	IN					IN		
Volume	0	0	0	10	0	24	41	0	0	0	0	17	0	Jenkins Waypoint
%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0.0%		
In/Out														
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Walsh Crossroads
Subtotal	55	8	17	16	14	57	74	138	70	28	173	25	0	
Total	590	130	84	217	197	210	188	1296	396	152	1221	225	4231	

Seasonal Factor: 1.05
Growth Rate: 1.01
Years Grown: 4

	Trips In	Trips Out
	0	0
Kings Highway Commerce Park	142	458
Creekside	426	256
Celebration Pointe - 25%	405	228
Hillpointe	81	48
Viva at Treasure Coast West	73	43
Viva at Treasure Coast East	69	40
Project Hunt	29	85
Kings Highway Warehouse	458	216
Jenkins Waypoint	172	102
Walsh Crossroads	10	11



HCM 7th Signalized Intersection Summary
3: Jenkins road & Okeechobee Road

07/09/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	139	1770	372	150	1144	150	701	172	127	108	198	226
Future Volume (veh/h)	139	1770	372	150	1144	150	701	172	127	108	198	226
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	151	1924	0	163	1243	163	762	187	138	117	215	246
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	207	1987		188	2280	562	657	614	429	186	608	271
Arrive On Green	0.06	0.31	0.00	0.11	0.35	0.35	0.19	0.31	0.31	0.05	0.17	0.17
Sat Flow, veh/h	3456	6434	1585	1781	6434	1585	3456	1999	1397	3456	3554	1585
Grp Volume(v), veh/h	151	1924	0	163	1243	163	762	165	160	117	215	246
Grp Sat Flow(s),veh/h/ln	1728	1609	1585	1781	1609	1585	1728	1777	1619	1728	1777	1585
Q Serve(g_s), s	5.6	38.3	0.0	11.7	20.1	9.6	24.7	9.2	9.9	4.3	6.9	19.8
Cycle Q Clear(g_c), s	5.6	38.3	0.0	11.7	20.1	9.6	24.7	9.2	9.9	4.3	6.9	19.8
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.86	1.00		1.00
Lane Grp Cap(c), veh/h	207	1987		188	2280	562	657	546	498	186	608	271
V/C Ratio(X)	0.73	0.97		0.87	0.55	0.29	1.16	0.30	0.32	0.63	0.35	0.91
Avail Cap(c_a), veh/h	364	1987		188	2280	562	657	546	498	657	648	289
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	60.1	44.3	0.0	57.3	33.6	30.2	52.7	34.4	34.6	60.2	47.5	52.9
Incr Delay (d2), s/veh	4.9	13.5	0.0	32.4	0.9	1.3	88.4	0.3	0.4	3.5	0.3	29.2
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.5	16.5	0.0	6.8	7.8	3.9	18.7	4.1	4.0	2.0	3.1	10.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	64.9	57.8	0.0	89.7	34.5	31.5	141.1	34.7	35.0	63.7	47.9	82.0
LnGrp LOS	E	E		F	C	C	F	C	C	E	D	F
Approach Vol, veh/h		2075			1569			1087			578	
Approach Delay, s/veh		58.3			39.9			109.3			65.6	
Approach LOS		E			D			F			E	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	15.1	53.4	14.3	47.3	21.0	47.4	32.0	29.6
Change Period (Y+Rc), s	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3
Max Green Setting (Gmax), s	13.7	38.7	24.7	23.7	13.7	38.7	24.7	23.7
Max Q Clear Time (g_c+I1), s	7.6	22.1	6.3	11.9	13.7	40.3	26.7	21.8
Green Ext Time (p_c), s	0.2	8.0	0.3	1.5	0.0	0.0	0.0	0.5

Intersection Summary	
HCM 7th Control Delay, s/veh	64.1
HCM 7th LOS	E

Notes

User approved pedestrian interval to be less than phase max green.

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

HCM 7th Signalized Intersection Summary
3: Jenkins road & Okeechobee Road

07/09/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	188	1296	396	152	1221	225	590	130	84	217	197	210
Future Volume (veh/h)	188	1296	396	152	1221	225	590	130	84	217	197	210
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	204	1409	0	165	1327	245	641	141	91	236	214	228
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	264	2707		106	2598	640	550	444	269	299	484	216
Arrive On Green	0.08	0.42	0.00	0.06	0.40	0.40	0.16	0.21	0.21	0.09	0.14	0.14
Sat Flow, veh/h	3456	6434	1585	1781	6434	1585	3456	2126	1289	3456	3554	1585
Grp Volume(v), veh/h	204	1409	0	165	1327	245	641	116	116	236	214	228
Grp Sat Flow(s),veh/h/ln	1728	1609	1585	1781	1609	1585	1728	1777	1638	1728	1777	1585
Q Serve(g_s), s	7.5	21.1	0.0	7.7	20.1	14.2	20.7	7.2	7.8	8.7	7.2	17.7
Cycle Q Clear(g_c), s	7.5	21.1	0.0	7.7	20.1	14.2	20.7	7.2	7.8	8.7	7.2	17.7
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.79	1.00		1.00
Lane Grp Cap(c), veh/h	264	2707		106	2598	640	550	371	342	299	484	216
V/C Ratio(X)	0.77	0.52		1.56	0.51	0.38	1.16	0.31	0.34	0.79	0.44	1.06
Avail Cap(c_a), veh/h	471	2707		106	2598	640	550	371	342	550	484	216
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	58.9	27.9	0.0	61.2	29.1	27.3	54.6	43.5	43.8	58.2	51.6	56.2
Incr Delay (d2), s/veh	4.8	0.2	0.0	294.5	0.7	1.7	92.7	0.5	0.6	4.6	0.6	76.9
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.4	7.9	0.0	12.0	7.6	5.7	16.1	3.2	3.3	4.0	3.3	11.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	63.8	28.1	0.0	355.7	29.8	29.1	147.4	44.0	44.4	62.8	52.2	133.1
LnGrp LOS	E	C		F	C	C	F	D	D	E	D	F
Approach Vol, veh/h		1613			1737			873			678	
Approach Delay, s/veh		32.6			60.7			119.9			83.1	
Approach LOS		C			E			F			F	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	17.2	59.8	18.6	34.4	15.0	62.0	28.0	25.0
Change Period (Y+Rc), s	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3
Max Green Setting (Gmax), s	17.7	44.7	20.7	17.7	7.7	54.7	20.7	17.7
Max Q Clear Time (g_c+I1), s	9.5	22.1	10.7	9.8	9.7	23.1	22.7	19.7
Green Ext Time (p_c), s	0.4	10.4	0.6	0.7	0.0	11.6	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	65.1
HCM 7th LOS	E

Notes

User approved pedestrian interval to be less than phase max green.

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

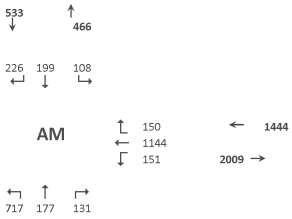
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Jenkins Rd **E/W STREET:** Okeechobee Rd **CONTROL:** Signalized
FILENAME:
COUNT DATE: 6/15/2023 **DAY:** Thursday **CITY:** St. Lucie
REPORT DATE: 7/2/2024 **ANALYSIS YEAR:** 2027

15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	108	29	17	12	27	20	11	237	42	9	154	12	678	3704
7:15-7:30	119	35	19	19	36	28	18	320	52	20	239	22	927	4144
7:30-7:45	127	43	19	20	41	36	19	344	76	26	229	28	1008	4292
7:45-8:00	142	35	26	21	53	30	21	418	68	29	227	21	1091	4277
8:00-8:15	152	32	29	19	43	39	27	379	84	31	255	28	1118	4091
8:15-8:30	164	36	17	17	40	44	24	333	77	43	227	53	1075	
8:30-8:45	117	43	21	24	51	39	22	319	67	29	214	47	993	
8:45-9:00	98	34	14	22	44	28	17	296	76	24	207	45	905	
AM PEAK HOUR IS FROM:			7:30 AM TO 8:30AM											
Volumes	585	146	91	77	177	149	91	1474	305	129	938	130	4292	
Season Factor	614	153	96	81	186	156	96	1548	320	135	985	137	4507	
Growth	639	160	99	84	193	163	99	1611	333	141	1025	142	4690	
In/Out	OUT	OUT	OUT		IN				IN	IN				
Percentage	40%	10%	10%	0%	10%	0%	0%	0%	40%	10%	0%	0%	0%	
PROJECT	16	4	4	0	1	0	0	0	5	1	0	0	32	
SUBPROJECTS														
%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	10%	0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	11	0	0	46	0	0	
%	5.0%	0.0%	0.0%	0.0%	0.0%	5.0%	5.0%	30.0%	5.0%	0.0%	30.0%	0.0%		
In/Out	IN					IN	OUT	OUT	OUT		IN			
Volume	7	0	0	0	0	7	21	126	21	0	43	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	0%	0.0%	0.0%	0.0%	0.0%		
In/Out														
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
%	0.0%	0.0%	0.0%	10.0%	0.0%	24.0%	24.0%	0.0%	0.0%	0.0%	0.0%	10.0%		
In/Out				OUT		OUT	IN					IN		
Volume	0	0	0	8	0	18	6	0	0	0	0	2	0	
%	40.0%	10.0%	20.0%	0.0%	10.0%	0.0%	0%	0%	40.0%	20.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN				IN	IN				
Volume	28	7	14	0	2	0	0	0	9	4	0	0	0	
%	40.0%	10.0%	20.0%	0.0%	10.0%	0.0%	0.0%	0.0%	40.0%	20.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN				IN	IN				
Volume	26	7	13	0	2	0	0	0	8	4	0	0	0	
%	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0%	10%	0.0%	0.0%	11.0%	0.0%		
In/Out				OUT				OUT			IN			
Volume	0	0	0	1	0	0	0	2	0	0	9	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	0.0%	0.0%	6.0%	0.0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	20	0	0	21	0	0	
%	0.0%	0.0%	0.0%	10.0%	0.0%	24.0%	24%	0%	0.0%	0.0%	0.0%	10.0%		
In/Out				OUT		OUT	IN					IN		
Volume	0	0	0	16	0	37	13	0	0	0	0	5	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out														
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	62	14	27	24	4	63	40	160	38	9	119	8	0	
Total	717	177	131	108	199	226	139	1770	377	151	1144	150	4721	

Seasonal Factor: 1.05
Growth Rate: 1.01
Years Grown: 4

	Trips In	Trips Out
4945 Edwards Road	13	40
Kings Highway Commerce Park	463	114
Creekside	143	421
Celebration Pointe - 25%	128	383
Hillpointe	24	77
Viva at Treasure Coast West	22	70
Viva at Treasure Coast East	21	66
Project Hunt	84	17
Kings Highway Warehouse	342	341
Jenkins Waypoint	53	156
Walsh Crossroads	7	5

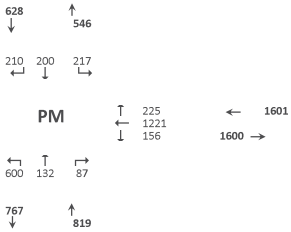


N/S STREET: Jenkins Rd **E/W STREET:** Okeechobee Rd **CONTROL:** Signalized
FILENAME:
COUNT DATE: 6/15/2023 **DAY:** Thursday **CITY:** St Lucie
REPORT DATE: 7/2/2024 **ANALYSIS YEAR:** 2027

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	106	32	7	47	38	24	34	215	63	23	207	34	830	3607
4:15-4:30	121	36	11	47	53	26	24	207	73	28	201	42	869	3759
4:30-4:45	143	31	19	44	45	46	20	230	88	22	229	55	972	3872
4:45-5:00	119	29	14	52	54	29	26	246	68	30	224	45	936	3853
5:00-5:15	105	26	16	47	37	33	29	289	64	33	265	38	982	3762
5:15-5:30	123	25	13	41	31	32	30	294	79	28	241	45	982	
5:30-5:45	104	33	11	43	36	33	26	284	70	28	252	33	953	
5:45-6:00	100	29	7	39	31	23	31	245	47	33	235	25	845	
PM PEAK HOUR IS FROM:			4:30 PM TO 5:30PM											
Volumes	490	111	62	184	167	140	105	1059	299	113	959	183	3872	
Season Factor	515	117	65	193	175	147	110	1112	314	119	1007	192	4066	
Growth	535	121	68	201	182	153	115	1157	327	123	1048	200	4231	
In/Out	OUT	OUT	OUT		IN				IN	IN				
Percentage	40%	10%	10%	0%	10%	0%	0%	0%	40%	10%	0%	0%	0%	
PROJECT	10	3	3	0	4	0	0	0	15	4	0	0	38	
SUBPROJECTS														
%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	10%	0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	46	0	0	14	0	0	
%	5%	0%	0%	0%	0%	5%	5%	30%	5%	0%	30%	0.0%		
In/Out	IN					IN	OUT	OUT	OUT		IN			
Volume	21	0	0	0	0	21	13	77	13	0	128	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out														
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
%	0.0%	0.0%	0.0%	10.0%	0.0%	24.0%	24.0%	0.0%	0.0%	0.0%	0.0%	10.0%		
In/Out				OUT		OUT	IN					IN		
Volume	0	0	0	5	0	12	19	0	0	0	0	8	0	
%	40.0%	10.0%	20.0%	0.0%	10.0%	0.0%	0%	0%	40.0%	20.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN				IN	IN				
Volume	17	4	9	0	7	0	0	0	29	15	0	0	0	
%	40.0%	10.0%	20.0%	0.0%	10.0%	0.0%	0.0%	0.0%	40.0%	20.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN				IN	IN				
Volume	16	4	8	0	7	0	0	0	28	14	0	0	0	
%	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0%	10%	0.0%	0.0%	11.0%	0.0%		
In/Out				OUT				OUT			IN			
Volume	0	0	0	1	0	0	0	3	0	0	3	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	0.0%	0.0%	6.0%	0.0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	13	0	0	27	0	0	
%	0.0%	0.0%	0.0%	10.0%	0.0%	24.0%	24%	0%	0.0%	0.0%	0.0%	10.0%		
In/Out				OUT		OUT	IN					IN		
Volume	0	0	0	10	0	24	41	0	0	0	0	17	0	
%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0.0%		
In/Out														
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	55	8	17	16	14	57	74	138	70	28	173	25	0	
Total	600	132	87	217	200	210	188	1296	411	156	1221	225	4268	

Seasonal Factor: 1.05
Growth Rate: 1.01
Years Grown: 4

	Trips In	Trips Out
4945 Edwards Road	37	26
Kings Highway Commerce Park	142	458
Creekside	426	256
Celebration Pointe - 25%	405	228
Hillpointe	81	48
Viva at Treasure Coast West	73	43
Viva at Treasure Coast East	69	40
Project Hunt	29	85
Kings Highway Warehouse	458	216
Jenkins Waypoint	172	102
Walsh Crossroads	10	11



HCM 7th Signalized Intersection Summary
3: Jenkins Road & Okeechobee Road

07/11/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	139	1770	377	151	1144	150	717	177	131	108	199	226
Future Volume (veh/h)	139	1770	377	151	1144	150	717	177	131	108	199	226
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	151	1924	0	164	1243	163	779	192	142	117	216	246
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	268	2251		193	2222	547	815	679	476	168	543	365
Arrive On Green	0.08	0.35	0.00	0.07	0.35	0.35	0.24	0.34	0.34	0.05	0.15	0.15
Sat Flow, veh/h	3456	6434	1585	1781	6434	1585	3456	1996	1400	3456	3554	1585
Grp Volume(v), veh/h	151	1924	0	164	1243	163	779	170	164	117	216	246
Grp Sat Flow(s),veh/h/ln	1728	1609	1585	1781	1609	1585	1728	1777	1618	1728	1777	1585
Q Serve(g_s), s	6.5	43.0	0.0	9.1	24.3	11.6	34.5	10.8	11.5	5.2	8.5	21.9
Cycle Q Clear(g_c), s	6.5	43.0	0.0	9.1	24.3	11.6	34.5	10.8	11.5	5.2	8.5	21.9
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.86	1.00		1.00
Lane Grp Cap(c), veh/h	268	2251		193	2222	547	815	604	551	168	543	365
V/C Ratio(X)	0.56	0.85		0.85	0.56	0.30	0.96	0.28	0.30	0.70	0.40	0.67
Avail Cap(c_a), veh/h	350	2251		244	2222	547	818	604	551	818	543	365
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	69.0	46.7	0.0	37.6	41.2	37.0	58.4	37.3	37.6	72.6	59.2	54.3
Incr Delay (d2), s/veh	1.9	3.4	0.0	19.8	1.0	1.4	21.3	0.3	0.3	5.1	0.5	4.8
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.9	17.3	0.0	4.9	9.6	4.8	17.5	4.8	4.7	2.4	3.9	9.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	70.8	50.2	0.0	57.3	42.2	38.4	79.7	37.6	37.9	77.7	59.7	59.2
LnGrp LOS	E	D		E	D	D	E	D	D	E	E	E
Approach Vol, veh/h		2075			1570			1113			579	
Approach Delay, s/veh		51.7			43.4			67.1			63.1	
Approach LOS		D			D			E			E	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	19.3	60.8	14.8	60.0	18.6	61.5	43.9	31.0
Change Period (Y+Rc), s	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3
Max Green Setting (Gmax), s	15.7	49.7	36.7	23.7	15.7	49.7	36.7	23.7
Max Q Clear Time (g_c+I1), s	8.5	26.3	7.2	13.5	11.1	45.0	36.5	23.9
Green Ext Time (p_c), s	0.2	9.5	0.4	1.4	0.2	4.0	0.1	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	53.7
HCM 7th LOS	D

Notes

User approved pedestrian interval to be less than phase max green.

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

HCM 7th Signalized Intersection Summary
3: Jenkins Road & Okeechobee Road

07/11/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	188	1296	411	156	1221	225	600	132	87	217	200	210
Future Volume (veh/h)	188	1296	411	156	1221	225	600	132	87	217	200	210
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	204	1409	0	170	1327	245	652	143	95	236	217	228
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	280	2452		193	2626	647	670	480	300	293	425	318
Arrive On Green	0.08	0.38	0.00	0.11	0.41	0.41	0.19	0.23	0.23	0.08	0.12	0.12
Sat Flow, veh/h	3456	6434	1585	1781	6434	1585	3456	2101	1311	3456	3554	1585
Grp Volume(v), veh/h	204	1409	0	170	1327	245	652	120	118	236	217	228
Grp Sat Flow(s),veh/h/ln	1728	1609	1585	1781	1609	1585	1728	1777	1634	1728	1777	1585
Q Serve(g_s), s	8.5	25.7	0.0	13.9	22.8	16.0	27.7	8.2	8.9	9.9	8.5	17.7
Cycle Q Clear(g_c), s	8.5	25.7	0.0	13.9	22.8	16.0	27.7	8.2	8.9	9.9	8.5	17.7
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.80	1.00		1.00
Lane Grp Cap(c), veh/h	280	2452		193	2626	647	670	406	374	293	425	318
V/C Ratio(X)	0.73	0.57		0.88	0.51	0.38	0.97	0.29	0.32	0.81	0.51	0.72
Avail Cap(c_a), veh/h	413	2452		213	2626	647	670	406	374	577	425	318
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	66.4	36.3	0.0	65.1	32.7	30.7	59.3	47.2	47.5	66.5	61.1	55.2
Incr Delay (d2), s/veh	3.6	0.3	0.0	30.5	0.7	1.7	28.0	0.4	0.5	5.2	1.0	7.5
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.8	9.9	0.0	7.9	8.8	6.5	14.8	3.7	3.7	4.6	3.9	8.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	70.0	36.6	0.0	95.6	33.4	32.4	87.3	47.6	47.9	71.7	62.1	62.7
LnGrp LOS	E	D		F	C	C	F	D	D	E	E	E
Approach Vol, veh/h		1613			1742			890			681	
Approach Delay, s/veh		40.8			39.3			76.7			65.6	
Approach LOS		D			D			E			E	

Timer - Assigned Phs	1	2	3	4	5	6	7	8
Phs Duration (G+Y+Rc), s	19.3	67.7	19.9	41.1	23.3	63.7	36.0	25.0
Change Period (Y+Rc), s	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3
Max Green Setting (Gmax), s	17.7	44.7	24.7	17.7	17.7	54.7	28.7	17.7
Max Q Clear Time (g_c+I1), s	10.5	24.8	11.9	10.9	15.9	27.7	29.7	19.7
Green Ext Time (p_c), s	0.3	9.8	0.6	0.7	0.1	11.0	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	50.2
HCM 7th LOS	D

Notes

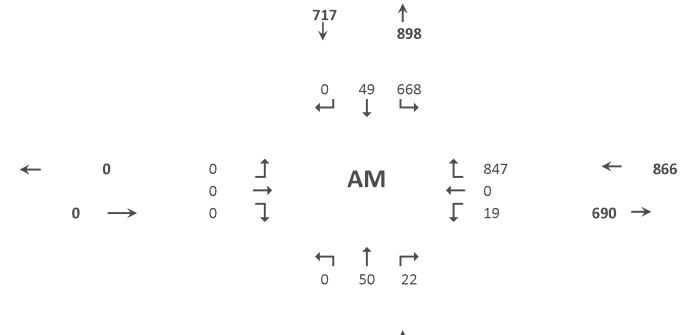
User approved pedestrian interval to be less than phase max green.

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Jenkins Rd
E/W STREET: Edwards Rd
CONTROL: Signalized
FILENAME:
COUNT DATE: 6/15/2023
DAY: Thursday
CITY: St. Lucie
REPORT DATE: 7/2/2024
ANALYSIS YEAR: 2023

15 Min Period	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	0	8	4	91	6	0	0	0	0	3	0	140	252	1256
7:15-7:30	0	9	2	110	5	0	0	0	0	4	0	158	288	1434
7:30-7:45	0	13	7	128	6	0	0	0	0	2	0	184	340	1565
7:45-8:00	0	8	4	159	9	0	0	0	0	2	0	194	376	1577
8:00-8:15	0	13	7	182	16	0	0	0	0	6	0	206	430	1504
8:15-8:30	0	16	4	159	12	0	0	0	0	5	0	223	419	
8:30-8:45	0	11	6	136	10	0	0	0	0	5	0	184	352	
8:45-9:00	0	6	3	121	9	0	0	0	0	4	0	160	303	
AM PEAK HOUR IS FROM:			7:45AM TO 8:45AM											
Volumes	0	48	21	636	47	0	0	0	0	18	0	807	1577	
Season Factor	0	50	22	668	49	0	0	0	0	19	0	847	1656	
Growth	0	50	22	668	49	0	0	0	0	19	0	847	1656	
In/Out														
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	0	50	22	668	49	0	0	0	0	19	0	847	1656	

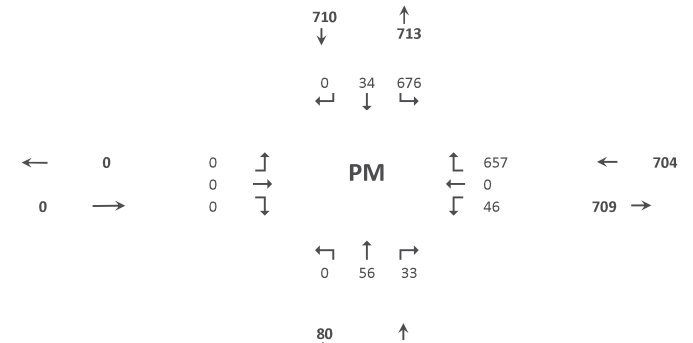


Seasonal Factor: 1.05
Growth Rate: 1.01
Years Grown: 0

	Trips In	Trips Out
Viva at Treasure Coast	0	0

N/S STREET: Jenkins Rd
E/W STREET: Edwards Rd
CONTROL: Signalized
FILENAME:
COUNT DATE: 6/15/2023
DAY: Thursday
CITY: St Lucie
REPORT DATE: 7/2/2024
ANALYSIS YEAR: 2023

15 Min Period lanes	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15	0	11	9	133	6	0	0	0	0	11	0	121	291	1368
4:15-4:30	0	25	7	162	7	0	0	0	0	18	0	151	370	1430
4:30-4:45	0	11	8	147	9	0	0	0	0	11	0	180	366	1416
4:45-5:00	0	9	8	153	8	0	0	0	0	8	0	155	341	1349
5:00-5:15	0	8	8	182	8	0	0	0	0	7	0	140	353	1292
5:15-5:30	0	13	10	153	10	0	0	0	0	9	0	161	356	
5:30-5:45	0	8	7	121	9	0	0	0	0	7	0	147	299	
5:45-6:00	0	7	9	113	7	0	0	0	0	8	0	140	284	
PM PEAK HOUR IS FROM:			4:15PM TO 5:15PM											
Volumes	0	53	31	644	32	0	0	0	0	44	0	626	1430	
Season Factor	0	56	33	676	34	0	0	0	0	46	0	657	1502	
Growth	0	56	33	676	34	0	0	0	0	46	0	657	1502	
In/Out														
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	0	56	33	676	34	0	0	0	0	46	0	657	1502	



Seasonal Factor: 1.05
Growth Rate: 1.01
Years Grown: 0

	Trips In	Trips Out
Viva at Treasure Coast	0	0

HCS Two-Way Stop-Control Report

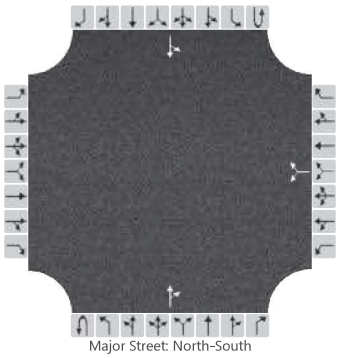
General Information

Analyst	KS
Agency/Co.	OREP
Date Performed	7/9/2024
Analysis Year	2024
Time Analyzed	AM Peak Hour
Intersection Orientation	North-South
Project Description	Existing

Site Information

Intersection	Jenkins and Edwards
Jurisdiction	St Lucie County
East/West Street	Edwards Road
North/South Street	Jenkins Road
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						19		847			50	22		668	49	
Percent Heavy Vehicles (%)						3		3						3		
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						6.43		6.23						4.13		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.53		3.33						2.23		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)							941							726		
Capacity, c (veh/h)							745							1514		
v/c Ratio							1.26							0.48		
95% Queue Length, Q_{95} (veh)							34.7							2.7		
95% Queue Length, Q_{95} (ft)							888.3							69.1		
Control Delay (s/veh)							148.4							9.6	4.7	
Level of Service (LOS)							F							A	A	
Approach Delay (s/veh)						148.4								9.2		
Approach LOS						F								A		

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HCS Two-Way Stop-Control Report

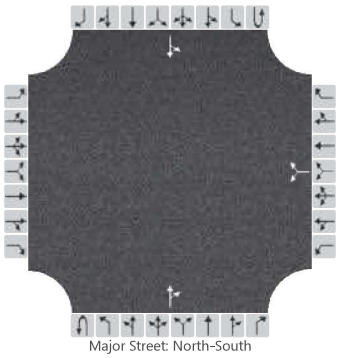
General Information

Analyst	KS
Agency/Co.	OREP
Date Performed	7/9/2024
Analysis Year	2023
Time Analyzed	PM Peak Hour
Intersection Orientation	North-South
Project Description	Existing

Site Information

Intersection	Jenkins and Edwards
Jurisdiction	St Lucie County
East/West Street	Edwards Road
North/South Street	Jenkins Road
Peak Hour Factor	0.97
Analysis Time Period (hrs)	0.25

Lanes



Major Street: North-South

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	0	0		0	1	0	0	0	1	0	0	0	1	0
Configuration							LR					TR		LT		
Volume (veh/h)						46		657			56	33		676	34	
Percent Heavy Vehicles (%)						3		3						3		
Proportion Time Blocked																
Percent Grade (%)						0										
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)						7.1		6.2						4.1		
Critical Headway (sec)						6.43		6.23						4.13		
Base Follow-Up Headway (sec)						3.5		3.3						2.2		
Follow-Up Headway (sec)						3.53		3.33						2.23		

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)							725							697		
Capacity, c (veh/h)							530							1497		
v/c Ratio							1.37							0.47		
95% Queue Length, Q_{95} (veh)							32.7							2.5		
95% Queue Length, Q_{95} (ft)							837.1							64.0		
Control Delay (s/veh)							199.4							9.5	4.5	
Level of Service (LOS)							F							A	A	
Approach Delay (s/veh)						199.4								9.2		
Approach LOS						F								A		

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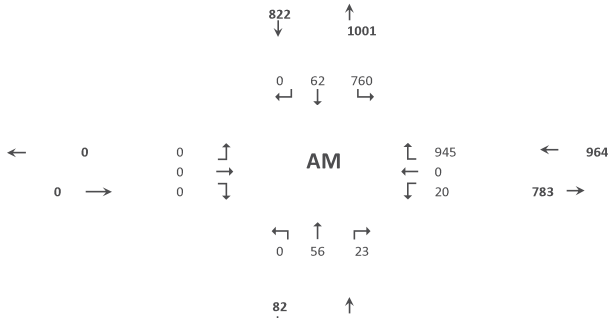
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Jenkins Rd **E/W STREET**: Edwards Rd **CONTROL**: Unsignalized
FILENAME:
COUNT DATE: 6/15/2023 **DAY**: Thursday **CITY**: St. Lucie
REPORT DATE: 7/2/2024 **ANALYSIS YEAR**: 2027

15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	0	8	4	91	6	0	0	0	0	3	0	140	252	1256
7:15-7:30	0	9	2	110	5	0	0	0	0	4	0	158	288	1434
7:30-7:45	0	13	7	128	6	0	0	0	0	2	0	184	340	1565
7:45-8:00	0	8	4	159	9	0	0	0	0	2	0	194	376	1577
8:00-8:15	0	13	7	182	16	0	0	0	0	6	0	206	430	1504
8:15-8:30	0	16	4	159	12	0	0	0	0	5	0	223	419	
8:30-8:45	0	11	6	136	10	0	0	0	0	5	0	184	352	
8:45-9:00	0	6	3	121	9	0	0	0	0	4	0	160	303	
AM PEAK HOUR IS FROM:			7:45AM TO 8:45AM											
Volumes	0	48	21	636	47	0	0	0	0	18	0	807	1577	
Season Factor	0	50	22	668	49	0	0	0	0	19	0	847	1656	
Growth	0	52	23	695	51	0	0	0	0	20	0	882	1723	
In/Out														
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBPROJECTS														
%	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.0%		
In/Out				OUT								IN		
Volume	0	0	0	19	0	0	0	0	0	0	0	6	0	
%	0.0%	2.5%	0.0%	2.5%	2.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.5%		
In/Out		IN		OUT	OUT							IN		
Volume	0	4	0	11	11	0	0	0	0	0	0	4	0	
%	0.0%	0.0%	0.0%	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	70.0%		
In/Out				IN								OUT		
Volume	0	0	0	15	0	0	0	0	0	0	0	46	0	
%	0.0%	0.0%	0.0%	30.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.0%		
In/Out				OUT								IN		
Volume	0	0	0	21	0	0	0	0	0	0	0	7	0	
Subtotal	0	4	0	65	11	0	0	0	0	0	0	63	0	
Total	0	56	23	760	62	0	0	0	0	20	0	945	1723	

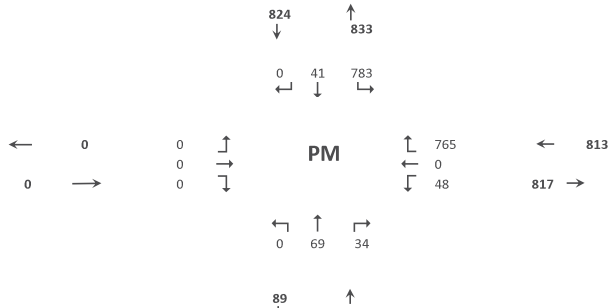
Celebration Pointe - 25%	128	383	**Seasonal Factor**:	1.05
Creekside	143	421	**Growth Rate**:	1.01
Viva at Treasure Coast East	21	66	**Years Grown**:	4
Viva at Treasure Coast West	22	70		
	Trips In	**Trips Out**		
	0	0		



N/S STREET: Jenkins Rd **E/W STREET**: Edwards Rd **CONTROL**: Unsignalized
FILENAME:
COUNT DATE: 6/15/2023 **DAY**: Thursday **CITY**: St Lucie
REPORT DATE: 7/2/2024 **ANALYSIS YEAR**: 2027

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	0	11	9	133	6	0	0	0	0	11	0	121	291	1368
4:15-4:30	0	25	7	162	7	0	0	0	0	18	0	151	370	1430
4:30-4:45	0	11	8	147	9	0	0	0	0	11	0	180	366	1416
4:45-5:00	0	9	8	153	8	0	0	0	0	8	0	155	341	1349
5:00-5:15	0	8	8	182	8	0	0	0	0	7	0	140	353	1292
5:15-5:30	0	13	10	153	10	0	0	0	0	9	0	161	356	
5:30-5:45	0	8	7	121	9	0	0	0	0	7	0	147	299	
5:45-6:00	0	7	9	113	7	0	0	0	0	8	0	140	284	
PM PEAK HOUR IS FROM:			4:15PM TO 5:15PM											
Volumes	0	53	31	644	32	0	0	0	0	44	0	626	1430	
Season Factor	0	56	33	676	34	0	0	0	0	46	0	657	1502	
Growth	0	58	34	704	35	0	0	0	0	48	0	684	1562	
In/Out														
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBPROJECTS														
%	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.0%		
In/Out				OUT								IN		
Volume	0	0	0	11	0	0	0	0	0	0	0	20	0	
%	0.0%	2.5%	0.0%	2.5%	2.5%	0.0%	0%	0%	0.0%	0.0%	0.0%	2.5%		
In/Out		IN		OUT	OUT							IN		
Volume	0	11	0	6	6	0	0	0	0	0	0	11	0	
%	0.0%	0.0%	0.0%	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	70.0%		
In/Out				IN								OUT		
Volume	0	0	0	48	0	0	0	0	0	0	0	28	0	
%	0.0%	0.0%	0.0%	30.0%	0.0%	0.0%	0%	0%	0.0%	0.0%	0.0%	30.0%		
In/Out				OUT								IN		
Volume	0	0	0	13	0	0	0	0	0	0	0	22	0	
Subtotal	0	11	0	79	6	0	0	0	0	0	0	81	0	
Total	0	69	34	783	41	0	0	0	0	48	0	765	1562	

Celebration Pointe - 25%	405	228	**Seasonal Factor**:	1.05
Creekside	426	256	**Growth Rate**:	1.01
Viva at Treasure Coast East	69	40	**Years Grown**:	4
Viva at Treasure Coast West	73	43		
	Trips In	**Trips Out**		
	0	0		





Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	20	945	56	23	760	62
Future Volume (veh/h)	20	945	56	23	760	62
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	22	201	61	25	826	67
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	284	253	358	147	1070	1327
Arrive On Green	0.16	0.16	0.28	0.28	0.36	0.71
Sat Flow, veh/h	1781	1585	1261	517	1781	1870
Grp Volume(v), veh/h	22	201	0	86	826	67
Grp Sat Flow(s),veh/h/ln	1781	1585	0	1777	1781	1870
Q Serve(g_s), s	0.7	8.4	0.0	2.5	19.4	0.7
Cycle Q Clear(g_c), s	0.7	8.4	0.0	2.5	19.4	0.7
Prop In Lane	1.00	1.00		0.29	1.00	
Lane Grp Cap(c), veh/h	284	253	0	505	1070	1327
V/C Ratio(X)	0.08	0.79	0.00	0.17	0.77	0.05
Avail Cap(c_a), veh/h	1103	981	0	505	1584	1866
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	24.5	27.8	0.0	18.5	7.2	3.0
Incr Delay (d2), s/veh	0.1	5.6	0.0	0.7	1.4	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	3.4	0.0	1.1	5.5	0.2
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	24.7	33.4	0.0	19.2	8.6	3.0
LnGrp LOS	C	C		B	A	A
Approach Vol, veh/h	223		86			893
Approach Delay, s/veh	32.5		19.2			8.2
Approach LOS	C		B			A

Timer - Assigned Phs	1	2				6	8
Phs Duration (G+Y+Rc), s	29.2	24.0				53.2	15.5
Change Period (Y+Rc), s	4.5	4.5				4.5	4.5
Max Green Setting (Gmax), s	44.5	19.5				68.5	42.5
Max Q Clear Time (g_c+I1), s	21.4	4.5				2.7	10.4
Green Ext Time (p_c), s	3.3	0.3				0.4	0.7

Intersection Summary	
HCM 7th Control Delay, s/veh	13.5
HCM 7th LOS	B



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	48	765	69	34	783	41
Future Volume (veh/h)	48	765	69	34	783	41
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	52	0	75	37	851	45
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	89	79	425	210	1146	1466
Arrive On Green	0.05	0.00	0.36	0.36	0.34	0.78
Sat Flow, veh/h	1781	1585	1182	583	1781	1870
Grp Volume(v), veh/h	52	0	0	112	851	45
Grp Sat Flow(s),veh/h/ln	1781	1585	0	1765	1781	1870
Q Serve(g_s), s	1.5	0.0	0.0	2.4	13.0	0.3
Cycle Q Clear(g_c), s	1.5	0.0	0.0	2.4	13.0	0.3
Prop In Lane	1.00	1.00		0.33	1.00	
Lane Grp Cap(c), veh/h	89	79	0	634	1146	1466
V/C Ratio(X)	0.58	0.00	0.00	0.18	0.74	0.03
Avail Cap(c_a), veh/h	1395	1242	0	634	1998	2361
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	25.2	0.0	0.0	11.9	4.1	1.3
Incr Delay (d2), s/veh	5.9	0.0	0.0	0.6	1.0	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.8	0.0	0.0	0.9	2.0	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	31.1	0.0	0.0	12.5	5.1	1.3
LnGrp LOS	C			B	A	A
Approach Vol, veh/h	52		112			896
Approach Delay, s/veh	31.1		12.5			4.9
Approach LOS	C		B			A

Timer - Assigned Phs	1	2				6	8
Phs Duration (G+Y+Rc), s	23.0	24.0				47.0	7.2
Change Period (Y+Rc), s	4.5	4.5				4.5	4.5
Max Green Setting (Gmax), s	44.5	19.5				68.5	42.5
Max Q Clear Time (g_c+I1), s	15.0	4.4				2.3	3.5
Green Ext Time (p_c), s	3.5	0.4				0.2	0.1

Intersection Summary	
HCM 7th Control Delay, s/veh	7.0
HCM 7th LOS	A

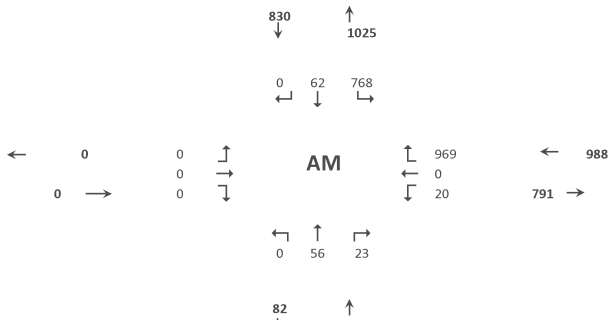
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Jenkins Rd **E/W STREET**: Edwards Rd **CONTROL**: Unsignalized
FILENAME:
COUNT DATE: 6/15/2023 **DAY**: Thursday **CITY**: St. Lucie
REPORT DATE: 7/2/2024 **ANALYSIS YEAR**: 2027

15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	0	8	4	91	6	0	0	0	0	3	0	140	252	1256
7:15-7:30	0	9	2	110	5	0	0	0	0	4	0	158	288	1434
7:30-7:45	0	13	7	128	6	0	0	0	0	2	0	184	340	1565
7:45-8:00	0	8	4	159	9	0	0	0	0	2	0	194	376	1577
8:00-8:15	0	13	7	182	16	0	0	0	0	6	0	206	430	1504
8:15-8:30	0	16	4	159	12	0	0	0	0	5	0	223	419	
8:30-8:45	0	11	6	136	10	0	0	0	0	5	0	184	352	
8:45-9:00	0	6	3	121	9	0	0	0	0	4	0	160	303	
AM PEAK HOUR IS FROM:				7:45AM TO 8:45AM										
Volumes	0	48	21	636	47	0	0	0	0	18	0	807	1577	
Season Factor	0	50	22	668	49	0	0	0	0	19	0	847	1656	
Growth	0	52	23	695	51	0	0	0	0	20	0	882	1723	
In/Out				IN								OUT		
Percentage	0%	0%	0%	60%	0%	0%	0%	0%	0%	0%	0%	60%		
PROJECT	0	0	0	8	0	0	0	0	0	0	0	24	32	
SUBPROJECTS														
%	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.0%		
In/Out				OUT								IN		
Volume	0	0	0	19	0	0	0	0	0	0	0	6	0	
%	0.0%	2.5%	0.0%	2.5%	2.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.5%		
In/Out		IN		OUT	OUT							IN		
Volume	0	4	0	11	11	0	0	0	0	0	0	4	0	
%	0.0%	0.0%	0.0%	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	70.0%		
In/Out				IN								OUT		
Volume	0	0	0	15	0	0	0	0	0	0	0	46	0	
%	0.0%	0.0%	0.0%	30.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.0%		
In/Out				OUT								IN		
Volume	0	0	0	21	0	0	0	0	0	0	0	7	0	
Subtotal	0	4	0	65	11	0	0	0	0	0	0	63	0	
Total	0	56	23	768	62	0	0	0	0	20	0	969	1755	

Seasonal Factor: 1.05
Growth Rate: 1.01
Years Grown: 4

	Trips In	Trips Out
4945 Edwards Road	13	40
Celebration Pointe - 25%	128	383
Creekside	143	421
Viva at Treasure Coast East	21	66
Viva at Treasure Coast West	22	70



N/S STREET: Jenkins Rd **E/W STREET**: Edwards Rd **CONTROL**: Unsignalized
FILENAME:
COUNT DATE: 6/15/2023 **DAY**: Thursday **CITY**: St Lucie
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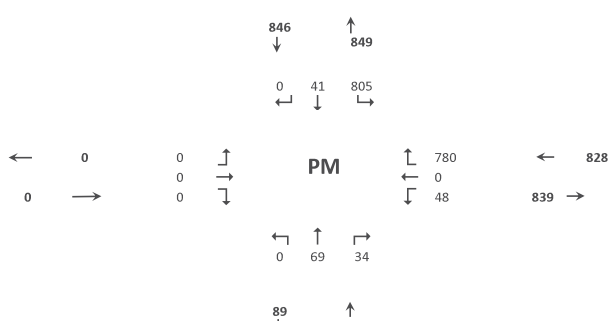
15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	0	11	9	133	6	0	0	0	0	11	0	121	291	1368
4:15-4:30	0	25	7	162	7	0	0	0	0	18	0	151	370	1430
4:30-4:45	0	11	8	147	9	0	0	0	0	11	0	180	366	1416
4:45-5:00	0	9	8	153	8	0	0	0	0	8	0	155	341	1349
5:00-5:15	0	8	8	182	8	0	0	0	0	7	0	140	353	1292
5:15-5:30	0	13	10	153	10	0	0	0	0	9	0	161	356	
5:30-5:45	0	8	7	121	9	0	0	0	0	7	0	147	299	
5:45-6:00	0	7	9	113	7	0	0	0	0	8	0	140	284	
PM PEAK HOUR IS FROM:				4:15PM TO 5:15PM										
Volumes	0	53	31	644	32	0	0	0	0	44	0	626	1430	
Season Factor	0	56	33	676	34	0	0	0	0	46	0	657	1502	
Growth	0	58	34	704	35	0	0	0	0	48	0	684	1562	
In/Out				IN								OUT		
Percentage	0%	0%	0%	60%	0%	0%	0%	0%	0%	0%	0%	60%		
PROJECT	0	0	0	22	0	0	0	0	0	0	0	16	38	
SUBPROJECTS														
%	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.0%		
In/Out				OUT								IN		
Volume	0	0	0	11	0	0	0	0	0	0	0	20	0	
%	0.0%	2.5%	0.0%	2.5%	2.5%	0.0%	0%	0%	0.0%	0.0%	0.0%	2.5%		
In/Out		IN		OUT	OUT							IN		
Volume	0	11	0	6	6	0	0	0	0	0	0	11	0	
%	0.0%	0.0%	0.0%	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	70.0%		
In/Out				IN								OUT		
Volume	0	0	0	48	0	0	0	0	0	0	0	28	0	
%	0.0%	0.0%	0.0%	30.0%	0.0%	0.0%	0%	0%	0.0%	0.0%	0.0%	30.0%		
In/Out				OUT								IN		
Volume	0	0	0	13	0	0	0	0	0	0	0	22	0	
Subtotal	0	11	0	79	6	0	0	0	0	0	0	81	0	
Total	0	69	34	805	41	0	0	0	0	48	0	780	1600	

Seasonal Factor: 1.05
Growth Rate: 1.01
Years Grown: 4

	Trips In	Trips Out
4945 Edwards Road	37	26
Celebration Pointe - 25%	405	228
Creekside	426	256
Viva at Treasure Coast East	69	40
Viva at Treasure Coast West	73	43





Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	20	969	56	23	768	62
Future Volume (veh/h)	20	969	56	23	768	62
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	22	227	61	25	835	67
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	313	279	340	139	1060	1309
Arrive On Green	0.18	0.18	0.27	0.27	0.37	0.70
Sat Flow, veh/h	1781	1585	1261	517	1781	1870
Grp Volume(v), veh/h	22	227	0	86	835	67
Grp Sat Flow(s),veh/h/ln	1781	1585	0	1777	1781	1870
Q Serve(g_s), s	0.7	10.0	0.0	2.7	21.4	0.8
Cycle Q Clear(g_c), s	0.7	10.0	0.0	2.7	21.4	0.8
Prop In Lane	1.00	1.00		0.29	1.00	
Lane Grp Cap(c), veh/h	313	279	0	479	1060	1309
V/C Ratio(X)	0.07	0.81	0.00	0.18	0.79	0.05
Avail Cap(c_a), veh/h	1046	931	0	479	1500	1771
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	24.9	28.7	0.0	20.3	8.0	3.4
Incr Delay (d2), s/veh	0.1	5.7	0.0	0.8	1.9	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	4.1	0.0	1.2	6.6	0.2
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	25.0	34.4	0.0	21.1	9.9	3.4
LnGrp LOS	C	C		C	A	A
Approach Vol, veh/h	249		86			902
Approach Delay, s/veh	33.6		21.1			9.4
Approach LOS	C		C			A

Timer - Assigned Phs	1	2				6	8
Phs Duration (G+Y+Rc), s	31.1	24.0				55.1	17.2
Change Period (Y+Rc), s	4.5	4.5				4.5	4.5
Max Green Setting (Gmax), s	44.5	19.5				68.5	42.5
Max Q Clear Time (g_c+I1), s	23.4	4.7				2.8	12.0
Green Ext Time (p_c), s	3.3	0.3				0.4	0.8

Intersection Summary			
HCM 7th Control Delay, s/veh		15.1	
HCM 7th LOS		B	



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	48	780	69	34	805	41
Future Volume (veh/h)	48	780	69	34	805	41
Initial Q (Qb), veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	52	18	75	37	875	45
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	105	94	409	202	1147	1461
Arrive On Green	0.06	0.06	0.35	0.35	0.36	0.78
Sat Flow, veh/h	1781	1585	1182	583	1781	1870
Grp Volume(v), veh/h	52	18	0	112	875	45
Grp Sat Flow(s),veh/h/ln	1781	1585	0	1765	1781	1870
Q Serve(g_s), s	1.6	0.6	0.0	2.5	14.3	0.3
Cycle Q Clear(g_c), s	1.6	0.6	0.0	2.5	14.3	0.3
Prop In Lane	1.00	1.00		0.33	1.00	
Lane Grp Cap(c), veh/h	105	94	0	611	1147	1461
V/C Ratio(X)	0.49	0.19	0.00	0.18	0.76	0.03
Avail Cap(c_a), veh/h	1344	1196	0	611	1922	2274
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	25.7	25.2	0.0	12.9	4.4	1.4
Incr Delay (d2), s/veh	3.6	1.0	0.0	0.7	1.1	0.0
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.7	0.2	0.0	1.0	2.4	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d), s/veh	29.2	26.2	0.0	13.5	5.5	1.4
LnGrp LOS	C	C		B	A	A
Approach Vol, veh/h	70		112			920
Approach Delay, s/veh	28.5		13.5			5.3
Approach LOS	C		B			A

Timer - Assigned Phs	1	2				6	8
Phs Duration (G+Y+Rc), s	24.5	24.0				48.5	7.8
Change Period (Y+Rc), s	4.5	4.5				4.5	4.5
Max Green Setting (Gmax), s	44.5	19.5				68.5	42.5
Max Q Clear Time (g_c+I1), s	16.3	4.5				2.3	3.6
Green Ext Time (p_c), s	3.7	0.4				0.2	0.2

Intersection Summary	
HCM 7th Control Delay, s/veh	7.6
HCM 7th LOS	A

Fort Pierce, FL

ECONOLITE

MOVING TRAFFIC FORWARD

Sr70 & McNeil Rd - ASC/3 [redacted] - Econolite Type - ASC/3

Controller Timing Plan (MM) 2-1

Plan 1

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction																
Min Green	5	12	10	7	5	12	0	0	5	5	5	5	5	5	5	5
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	7	0	7	0	7	0	0	0	10	0	10	0	10	0	10
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	28	0	22	0	15	0	0	0	2	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	3.0	3.0	4.0	3.0	3.0	3.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max1	20	60	35	30	20	60	0	0	35	35	35	35	35	35	35	35
Max2	0	0	30	30	20	60	0	0	40	40	40	40	40	40	40	40
Max3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dym Step	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	4.8	4.8	3.7	3.7	4.8	4.8	3.0	4.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	2.0	2.0	2.5	2.5	2.0	2.0	2.0	2.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Act	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPTDuc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TTReduc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Min Gap	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Plan 2

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction																
Min Green	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	16	0	16	0	16	0	16	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max1	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35
Max2	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Max3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dym Step	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Act	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPTDuc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TTReduc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Plan 3

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction																
Min Green	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	16	0	16	0	16	0	16	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max1	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35
Max2	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Max3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dym Step	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Act	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPTDuc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TTReduc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Plan 4

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction																
Min Green	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	10	0	10	0	10	0	10	0	10	0	10	0	10	0	10
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	16	0	16	0	16	0	16	0	16	0	16	0	16	0	16
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max1	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35	35
Max2	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Max3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dym Step	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Act	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPTDuc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TTReduc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Fort Pierce, FL

ECONOLITE

MOVING TRAFFIC FORWARD

Sr70 & McNeil Rd - ASC/3 [redacted] - Econolite Type - ASC/3

Controller Overlaps

Vehicle Overlaps (MM) 2-2

Overlap	Type	Lag Green	Yellow	Red	Adv. Green

Phases

Overlap	Phase	Included	Protect	Ped Protect	Not Overlap	Modifier	Lag X Phases	Lag 2 Phases	Flash Green

PPLT FYA

Overlap	Protected Phase (Left Turn)	Permissive Phase (Opposing Thru)	Flashing Arrow Output	Flashing Arrow Output CH	Delay Start of FYA	Delay Start of Clearance	Action Plan SF Bit Disable	Ped Protected Enable

Guaranteed Minimum Time Data (MM) 2-4

Phase	Min Green	Walk	Ped Clear	Yellow	Red Clear	Overlap Green
A01	5	0	7	3.0	0.0	5
B02	5	0	7	3.0	0.0	5
C03	10	0	7	3.0	0.0	5
D04	5	0	7	3.0	0.0	5
E05	5	0	7	3.0	0.0	5
F06	5	0	7	3.0	0.0	5
G07	5	0	7	3.0	0.0	5
H08	5	0	7	3.0	0.0	5
I09	5	0	7	3.0	0.0	5
J10	5	0	7	3.0	0.0	5
K11	5	0	7	3.0	0.0	5
L12	5	0	7	3.0	0.0	5
M13	5	0	7	3.0	0.0	5
N14	5	0	7	3.0	0.0	5
O15	5	0	7	3.0	0.0	5
P16	5	0	7	3.0	0.0	5

Fort Pierce, FL

ECONOLITE

MOVING TRAFFIC FORWARD

Sr70 & McNeil Rd - ASC/3 [redacted] - Econolite Type - ASC/3

Controller Pedestrian Overlaps
Vehicle / Pedestrian Overlaps (MM) 2-3

Included	Pedestrian Overlaps

Fort Pierce, FL

ECONOLITE

MOVING TRAFFIC FORWARD

Sr70 & McNeil Rd - ASC/3 [redacted] - Econolite Type - ASC/3

Controller Start / Flash Data (MM) 2-5

Start Up

Phase	Phase Setting
1	.
2	.
3	.
4	.
5	.
6	G
7	.
8	.
9	.
10	.
11	.
12	.
13	.
14	.
15	.
16	.

Overlap
A
B
C
D

Flash Thru Mon: No
Flash Time: 0
All Red: 6
Power Start Seq: 1
MUTCD Enabled: No
Y->G: n/a

Automatic Flash

Entry
4

Exit
6

Overlap Exit
A
B
C
D

Flash Thru Mon: No
Exit Flash: W
Minimum Flash: 8
Mimimum Recall: No
Cycle Through Phase: No

Fort Pierce, FL

ECONOLITE

MOVING TRAFFIC FORWARD

Sr70 & McNeil Rd - ASC/3 [redacted] - Econolite Type - ASC/3

Controller Options

Controller Options (MM) 2-6-1

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Flashing Grn Ph	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.	.
Guar Passage																
Non-Act I		X				X										
Non-Act II				X				X								
Dual Entry																
Cond Service																
Cond Reservice																
Ped Re-Service																
Rest In Walk		X				X										
Flashing Walk																
Ped Clr-Yel																
Ped Clr-Red																
IGRN + Veh Ext																

Ped Clear Protect: Off Unit Red Revert: 2.0 MUTCD 3 Seconds Don't Walk: No

Pre-Timed Mode (MM) 2-7

Enable Pre-Timed Mode: No Free Input Disables Pre-Timed: No

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Pre-Timed																

Phase Recall Options (MM) 2-8

Plan # 1

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Lock Detector		X				X			X	X	X	X	X	X	X	X
Vehicle Recall		X				X										
Ped Recall		X				X										
Max Recall																
Soft Recall																
No Rest																
AI Calc																

Fort Pierce, FL

ECONOLITE

MOVING TRAFFIC FORWARD

Sr70 & McNeil Rd - ASC/3 [redacted] - Econolite Type - ASC/3

Coordination Options

Options (MM) 3-1

Manual Pattern	Auto	ECPI Coord	Yes
System Source	SYS	System Format	STD
Splits In	Seconds	Offsets In	Seconds
Transition	Smooth	Max Select	MAXINH
Dwell / Add Time	0		
Delay Coord Wk-LZ	No	Force Off	Float
Offset Reference	Lead	Use Ped Time	Yes
Ped Recall	No	Ped Reservice	No
Local Zero Override	No	FO Added Ini Green	No
Re-sync Count	0	Multisync	No

Auto Perm Minimum Green (Seconds) (MM) 3-4

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Minimum Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Split Demand (MM) 3-5

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Demand 1																
Demand 2																

Demand	1	2
Detector	0	0
Call Time (Sec)	0	0
Cycle Count	0	0

Fort Pierce, FL

ECONOLITE

MOVING TRAFFIC FORWARD

Sr70 & McNeil Rd - ASC/3 [redacted] - Econolite Type - ASC/3

Coordination Pattern Data
Coordinator Pattern Data (MM) 3-2

Coordinator Pattern # 1

Split Pattern	1	TS2 (Pat-Off)	0-1	Splits In	Seconds
Cycle	130	Std (COS)	9	Offsets In	Seconds
Offset Value	76s	Dwell/Add Time	0		
Actuated Coord	Yes	Timing Plan	1		
Actuated Walk Rest	Yes	Sequence	0		
Phase Reservice	No	Action Plan	1		
Max Select	None	Force Off	None		

Split Preference Phases

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Splits (Split Pat 1)	15	51	34	30	15	51	0	0	0	0	0	0	0	0	0	0
Pref 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pref 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Ring	1	2	3	4
Ring Split Ext	0	0	0	0
Ring Displacement	-	0	0	0
Split Sum	130s	66s	0s	0s

Misc. Data

Veh Perm 1	0	Veh Perm 2	0	Veh Perm 2 Disp	0
Split Demand Pat 1	0	Split Demand Pat 2	0	Crossing Arterial Pat	0

Split Pattern

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Coord Phase		X				X										
Vehicle Recall		X				X										
Pedestrian Recall																
Recall to Max. Time																
Omit Phase							X	X	X	X	X	X	X	X	X	X
Special Funciton Outputs																

Coordinator Pattern # 2

Split Pattern	2	TS2 (Pat-Off)	0-2	Splits In	Seconds
Cycle	130	Std (COS)	10	Offsets In	Seconds
Offset Value	63s	Dwell/Add Time	0		
Actuated Coord	Yes	Timing Plan	1		
Actuated Walk Rest	Yes	Sequence	0		
Phase Reservice	No	Action Plan	2		
Max Select	None	Force Off	None		

Split Preference Phases

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Splits (Split Pat 2)	15	55	35	25	15	55	0	0	0	0	0	0	0	0	0	0
Pref 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pref 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Ring	1	2	3	4
Ring Split Ext	0	0	0	0
Ring Displacement	-	0	0	0
Split Sum	130s	70s	0s	0s

Misc. Data

Veh Perm 1	0	Veh Perm 2	0	Veh Perm 2 Disp	0
Split Demand Pat 1	0	Split Demand Pat 2	0	Crossing Arterial Pat	0

Split Pattern

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Coord Phase		X				X										
Vehicle Recall		X				X										
Pedestrian Recall																
Recall to Max. Time																
Omit Phase									X	X	X	X	X	X	X	X
Special Funciton Outputs																

Coordinator Pattern # 3

Split Pattern	3	TS2 (Pat-Off)	0-3	Splits In	Seconds
Cycle	130	Std (COS)	11	Offsets In	Seconds
Offset Value	109s	Dwell/Add Time	0		
Actuated Coord	Yes	Timing Plan	1		
Actuated Walk Rest	Yes	Sequence	0		
Phase Reservice	No	Action Plan	3		
Max Select	None	Force Off	None		

Split Preference Phases

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Splits (Split Pat 3)	17	51	36	26	17	51	0	0	0	0	0	0	0	0	0	0
Pref 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pref 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Ring	1	2	3	4
Ring Split Ext	0	0	0	0
Ring Displacement	-	0	0	0
Split Sum	130s	68s	0s	0s

Misc. Data

Veh Perm 1	0	Veh Perm 2	0	Veh Perm 2 Disp	0
Split Demand Pat 1	0	Split Demand Pat 2	0	Crossing Arterial Pat	0

Split Pattern

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Coord Phase		X				X										
Vehicle Recall		X				X										
Pedestrian Recall																
Recall to Max. Time																
Omit Phase									X	X	X	X	X	X	X	X
Special Funciton Outputs																

Coordinator Pattern # 4

Split Pattern	4	TS2 (Pat-Off)	1-1	Splits In	Seconds
Cycle	100	Std (COS)	12	Offsets In	Seconds
Offset Value	9s	Dwell/Add Time	0		
Actuated Coord	Yes	Timing Plan	1		
Actuated Walk Rest	Yes	Sequence	0		
Phase Reservice	No	Action Plan	4		
Max Select	None	Force Off	None		

Split Preference Phases

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Splits (Split Pat 4)	15	37	30	18	15	37	0	0	0	0	0	0	0	0	0	0
Pref 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pref 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Ring	1	2	3	4
Ring Split Ext	0	0	0	0
Ring Displacement	-	0	0	0
Split Sum	100s	52s	0s	0s

Misc. Data

Veh Perm 1	0	Veh Perm 2	0	Veh Perm 2 Disp	0
Split Demand Pat 1	0	Split Demand Pat 2	0	Crossing Arterial Pat	0

Split Pattern

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Coord Phase		X				X										
Vehicle Recall		X				X										
Pedestrian Recall																
Recall to Max. Time			X													
Omit Phase									X	X	X	X	X	X	X	X
Special Funciton Outputs																

Coordinator Pattern # 5

Split Pattern	5	TS2 (Pat-Off)	1-2	Splits In	Seconds
Cycle	120	Std (COS)	13	Offsets In	Seconds
Offset Value	114s	Dwell/Add Time	0		
Actuated Coord	Yes	Timing Plan	1		
Actuated Walk Rest	Yes	Sequence	0		
Phase Reservice	No	Action Plan	5		
Max Select	None	Force Off	None		

Split Preference Phases

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Splits (Split Pat 5)	15	50	34	21	15	50	0	0	0	0	0	0	0	0	0	0
Pref 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pref 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Ring	1	2	3	4
Ring Split Ext	0	0	0	0
Ring Displacement	-	0	0	0
Split Sum	120s	65s	0s	0s

Misc. Data

Veh Perm 1	0	Veh Perm 2	0	Veh Perm 2 Disp	0
Split Demand Pat 1	0	Split Demand Pat 2	0	Crossing Arterial Pat	0

Split Pattern

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Coord Phase		X				X										
Vehicle Recall		X				X										
Pedestrian Recall																
Recall to Max. Time			X													
Omit Phase									X	X	X	X	X	X	X	X
Special Funciton Outputs																

Coordinator Pattern # 6

Split Pattern	6	TS2 (Pat-Off)	1-3	Splits In	Seconds
Cycle	120	Std (COS)	14	Offsets In	Seconds
Offset Value	11s	Dwell/Add Time	0		
Actuated Coord	No	Timing Plan	0		
Actuated Walk Rest	Yes	Sequence	0		
Phase Reservice	No	Action Plan	0		
Max Select	None	Force Off	None		

Split Preference Phases

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Splits (Split Pat 6)	0	0	36	20	15	49	0	0	0	0	0	0	0	0	0	0
Pref 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Pref 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Ring	1	2	3	4
Ring Split Ext	0	0	0	0
Ring Displacement	-	0	0	0
Split Sum	56s	64s	0s	0s

Misc. Data

Veh Perm 1	0	Veh Perm 2	0	Veh Perm 2 Disp	0
Split Demand Pat 1	0	Split Demand Pat 2	0	Crossing Arterial Pat	0

Split Pattern

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Coord Phase						X										
Vehicle Recall						X										
Pedestrian Recall																
Recall to Max. Time																
Omit Phase									X	X	X	X	X	X	X	X
Special Funciton Outputs																

Fort Pierce, FL

ECONOLITE

MOVING TRAFFIC FORWARD

Sr70 & McNeil Rd - ASC/3 [redacted] - Econolite Type - ASC/3

Coordination Split Pattern
Split Pattern Data (MM) 3-3

Split Pattern # 1

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Split (seconds)	15	51	34	30	15	51	0	0	0	0	0	0	0	0	0	0
Coord Phase		X				X										
Vehicle Recall		X				X										
Pedestrian Recall																
Recall to Max. Time																
Omit Phase							X	X	X	X	X	X	X	X	X	X

Ring	1	2	3	4
Split Sum	130s	66s	0s	0s

Split Pattern # 2

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Split (seconds)	15	55	35	25	15	55	0	0	0	0	0	0	0	0	0	0
Coord Phase		X				X										
Vehicle Recall		X				X										
Pedestrian Recall																
Recall to Max. Time																
Omit Phase									X	X	X	X	X	X	X	X

Ring	1	2	3	4
Split Sum	130s	70s	0s	0s

Split Pattern # 3

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Split (seconds)	17	51	36	26	17	51	0	0	0	0	0	0	0	0	0	0
Coord Phase		X				X										
Vehicle Recall		X				X										

Pedestrian Recall																
Recall to Max. Time																
Omit Phase									X	X	X	X	X	X	X	X

Ring	1	2	3	4
Split Sum	130s	68s	0s	0s

Split Pattern # 4

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Split (seconds)	15	37	30	18	15	37	0	0	0	0	0	0	0	0	0	0
Coord Phase		X				X										
Vehicle Recall		X				X										
Pedestrian Recall																
Recall to Max. Time			X													
Omit Phase									X	X	X	X	X	X	X	X

Ring	1	2	3	4
Split Sum	100s	52s	0s	0s

Split Pattern # 5

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Split (seconds)	15	50	34	21	15	50	0	0	0	0	0	0	0	0	0	0
Coord Phase		X				X										
Vehicle Recall		X				X										
Pedestrian Recall																
Recall to Max. Time			X													
Omit Phase									X	X	X	X	X	X	X	X

Ring	1	2	3	4
Split Sum	120s	65s	0s	0s

Split Pattern # 6

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Description																
Split (seconds)	0	0	36	20	15	49	0	0	0	0	0	0	0	0	0	0
Coord Phase						X										
Vehicle Recall						X										
Pedestrian Recall																

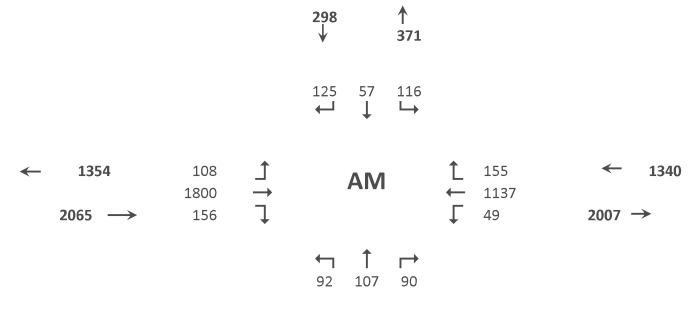
Recall to Max. Time																
Omit Phase									X	X	X	X	X	X	X	X

Ring	1	2	3	4
Split Sum	56s	64s	0s	0s

TURNING MOVEMENT VOLUME COUNTS

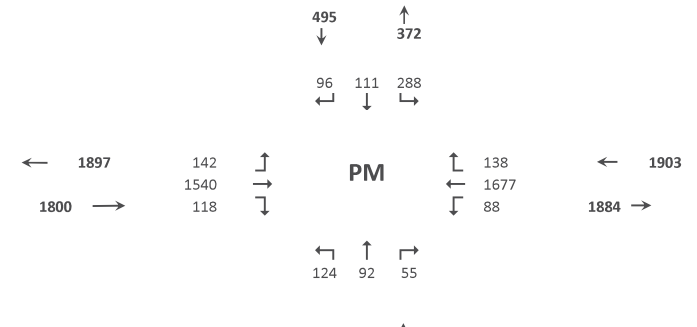
N/S STREET: McNeil Rd **E/W STREET**: Okeechobee Rd **CONTROL**: Signalized
FILENAME:
COUNT DATE: 6/20/2024 **DAY**: Thursday **CITY**: St. Lucie
REPORT DATE: 7/2/2024 **ANALYSIS YEAR**: 2024

15 Min Period	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	8	16	14	19	9	20	19	313	19	2	198	18	655	3174
7:15-7:30	21	18	14	29	11	16	19	331	25	6	233	21	744	3377
7:30-7:45	19	24	20	34	15	26	19	396	34	11	269	25	892	3533
7:45-8:00	18	26	19	28	15	35	25	388	42	7	246	34	883	3449
8:00-8:15	21	26	23	21	11	25	26	381	34	12	235	43	858	3331
8:15-8:30	23	19	18	20	9	25	26	428	28	13	256	35	900	
8:30-8:45	15	22	24	24	8	24	19	372	25	15	232	28	808	
8:45-9:00	14	17	16	26	13	19	14	356	26	13	219	32	765	
AM PEAK HOUR IS FROM:	7:30 AM TO 8:30AM													
Volumes	81	95	80	103	50	111	96	1593	138	43	1006	137	3533	
Season Factor	92	107	90	116	57	125	108	1800	156	49	1137	155	3992	
Growth	92	107	90	116	57	125	108	1800	156	49	1137	155	3992	
In/Out														
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	92	107	90	116	57	125	108	1800	156	49	1137	155	3992	



N/S STREET: McNeil Rd **E/W STREET**: Okeechobee Rd **CONTROL**: Signalized
FILENAME:
COUNT DATE: 6/202024 **DAY**: Thursday **CITY**: St Lucie
REPORT DATE: 7/2/2024 **ANALYSIS YEAR**: 2024

15 Min Period lanes	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15	25	19	10	70	19	20	26	289	11	13	283	36	821	3669
4:15-4:30	20	15	5	74	24	26	27	332	16	15	328	39	921	3866
4:30-4:45	24	19	11	62	27	25	33	349	23	15	370	30	988	3955
4:45-5:00	32	25	12	52	24	21	30	304	26	18	359	36	939	3880
5:00-5:15	29	17	13	75	26	20	36	344	32	21	375	30	1018	3742
5:15-5:30	25	20	13	66	21	19	27	366	23	24	380	26	1010	
5:30-5:45	19	16	9	42	16	17	26	337	20	22	359	30	913	
5:45-6:00	22	11	7	37	11	11	28	316	16	19	297	26	801	
PM PEAK HOUR IS FROM:	4:30 PM TO 5:30PM													
Volumes	110	81	49	255	98	85	126	1363	104	78	1484	122	3955	
Season Factor	124	92	55	288	111	96	142	1540	118	88	1677	138	4469	
Growth	124	92	55	288	111	96	142	1540	118	88	1677	138	4469	
In/Out														
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	124	92	55	288	111	96	142	1540	118	88	1677	138	4469	



Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Traffic Volume (veh/h)	116	57	125	92	107	90	108	1800	156	49	1137	155
Future Volume (veh/h)	116	57	125	92	107	90	108	1800	156	49	1137	155
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	94	107	136	100	116	98	117	1957	0	53	1236	168
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	192	202	171	149	157	133	112	2910		68	2479	337
Arrive On Green	0.11	0.11	0.11	0.08	0.08	0.08	0.06	0.57	0.00	0.04	0.55	0.55
Sat Flow, veh/h	1781	1870	1585	1781	1870	1585	1781	5106	1585	1781	4545	618
Grp Volume(v), veh/h	94	107	136	100	116	98	117	1957	0	53	926	478
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	1870	1585	1781	1702	1585	1781	1702	1759
Q Serve(g_s), s	6.5	7.0	10.9	7.1	7.9	7.8	8.2	34.7	0.0	3.8	22.1	22.1
Cycle Q Clear(g_c), s	6.5	7.0	10.9	7.1	7.9	7.8	8.2	34.7	0.0	3.8	22.1	22.1
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.35
Lane Grp Cap(c), veh/h	192	202	171	149	157	133	112	2910		68	1856	959
V/C Ratio(X)	0.49	0.53	0.80	0.67	0.74	0.74	1.04	0.67		0.78	0.50	0.50
Avail Cap(c_a), veh/h	381	400	339	326	342	290	112	2910		112	1856	959
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	54.6	54.9	56.6	57.8	58.2	58.1	60.9	19.5	0.0	62.0	18.5	18.5
Incr Delay (d2), s/veh	1.9	2.2	8.2	5.1	6.7	7.7	96.4	1.3	0.0	16.9	1.0	1.9
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.0	3.4	4.8	3.4	4.0	3.4	6.6	13.0	0.0	2.0	8.4	9.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	56.6	57.0	64.8	62.9	64.8	65.8	157.3	20.7	0.0	78.8	19.4	20.3
LnGrp LOS	E	E	E	E	E	E	F	C		E	B	C
Approach Vol, veh/h		337			314			2074			1457	
Approach Delay, s/veh		60.0			64.5			28.5			21.9	
Approach LOS		E			E			C			C	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	15.0	77.7		17.1	11.8	80.9		20.2				
Change Period (Y+Rc), s	6.8	6.8		6.2	6.8	6.8		6.2				
Max Green Setting (Gmax), s	8.2	44.2		23.8	8.2	44.2		27.8				
Max Q Clear Time (g_c+I1), s	10.2	24.1		9.9	5.8	36.7		12.9				
Green Ext Time (p_c), s	0.0	9.1		1.0	0.0	6.1		1.1				

Intersection Summary		
HCM 7th Control Delay, s/veh	31.4	
HCM 7th LOS	C	

Notes

User approved pedestrian interval to be less than phase max green.
User approved volume balancing among the lanes for turning movement.

HCM 7th Signalized Intersection Summary
8: Okeechobee Road & McNeil Road

07/09/2024

Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Traffic Volume (veh/h)	288	111	96	124	92	55	142	1540	118	88	1677	138
Future Volume (veh/h)	288	111	96	124	92	55	142	1540	118	88	1677	138
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	217	255	104	135	100	60	154	1674	0	96	1823	150
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	291	306	259	170	179	152	178	2813		119	2490	204
Arrive On Green	0.16	0.16	0.16	0.10	0.10	0.10	0.10	0.55	0.00	0.07	0.52	0.52
Sat Flow, veh/h	1781	1870	1585	1781	1870	1585	1781	5106	1585	1781	4809	394
Grp Volume(v), veh/h	217	255	104	135	100	60	154	1674	0	96	1289	684
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	1870	1585	1781	1702	1585	1781	1702	1799
Q Serve(g_s), s	15.1	17.2	7.6	9.6	6.6	4.6	11.1	28.5	0.0	6.9	38.2	38.5
Cycle Q Clear(g_c), s	15.1	17.2	7.6	9.6	6.6	4.6	11.1	28.5	0.0	6.9	38.2	38.5
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.22
Lane Grp Cap(c), veh/h	291	306	259	170	179	152	178	2813		119	1762	932
V/C Ratio(X)	0.74	0.83	0.40	0.79	0.56	0.40	0.86	0.60		0.81	0.73	0.73
Avail Cap(c_a), veh/h	438	460	390	301	317	268	178	2813		178	1762	932
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	51.8	52.7	48.7	57.5	56.2	55.2	57.6	19.5	0.0	59.8	24.3	24.4
Incr Delay (d2), s/veh	3.8	8.0	1.0	8.0	2.7	1.7	33.0	0.9	0.0	14.9	2.7	5.1
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	7.1	8.7	3.1	4.7	3.3	1.9	6.5	10.7	0.0	3.6	15.0	16.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	55.6	60.7	49.7	65.5	58.9	56.9	90.6	20.4	0.0	74.7	27.0	29.5
LnGrp LOS	E	E	D	E	E	E	F	C		E	C	C
Approach Vol, veh/h		576			295			1828			2069	
Approach Delay, s/veh		56.8			61.5			26.4			30.1	
Approach LOS		E			E			C			C	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	17.0	71.3		16.4	12.7	75.6		25.3				
Change Period (Y+Rc), s	4.0	4.0		4.0	4.0	4.0		4.0				
Max Green Setting (Gmax), s	13.0	47.0		22.0	13.0	47.0		32.0				
Max Q Clear Time (g_c+I1), s	13.1	40.5		11.6	8.9	30.5		19.2				
Green Ext Time (p_c), s	0.0	5.3		0.8	0.1	10.2		2.1				

Intersection Summary	
HCM 7th Control Delay, s/veh	33.8
HCM 7th LOS	C

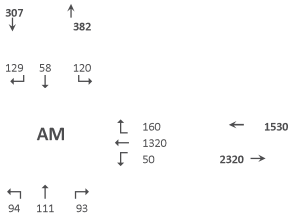
Notes

User approved pedestrian interval to be less than phase max green.
User approved volume balancing among the lanes for turning movement.

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: McNeil Rd **E/W STREET:** Okeechobee Rd **CONTROL:** Signalized
FILENAME:
COUNT DATE: 6/20/2024 **DAY:** Thursday **CITY:** St. Lucie
REPORT DATE: 7/2/2024 **ANALYSIS YEAR:** 2027

15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	8	16	14	19	9	20	19	313	19	2	198	18	655	3174
7:15-7:30	21	18	14	29	11	16	19	331	25	6	233	21	744	3377
7:30-7:45	19	24	20	34	15	26	19	396	34	11	269	25	892	3533
7:45-8:00	18	26	19	28	15	35	25	388	42	7	246	34	883	3449
8:00-8:15	21	26	23	21	11	25	26	381	34	12	235	43	858	3331
8:15-8:30	23	19	18	20	9	25	26	428	28	13	256	35	900	
8:30-8:45	15	22	24	24	8	24	19	372	25	15	232	28	808	
8:45-9:00	14	17	16	26	13	19	14	356	26	13	219	32	765	



AM PEAK HOUR IS FROM: **7:30 AM TO 8:30AM**

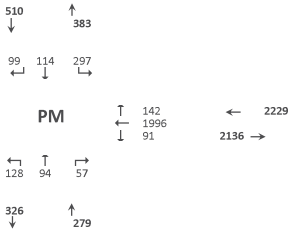
Volumes	81	95	80	103	50	111	96	1593	138	43	1006	137	3533
Season Factor	92	107	90	116	57	125	108	1800	156	49	1137	155	3992
Growth	94	111	93	120	58	129	112	1855	161	50	1171	160	4113
In/Out													
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0
SUBPROJECTS													
%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	10%	0%	
In/Out								OUT			IN		
Volume	0	0	0	0	0	0	0	11	0	0	46	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	40.0%	0.0%	0.0%	40.0%	0.0%	
In/Out								OUT			IN		
Volume	0	0	0	0	0	0	0	168	0	0	57	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	0%	0.0%	0.0%	0.0%	0.0%	
In/Out													
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	10.0%	0.0%	0.0%	10.0%	0.0%	
In/Out								OUT			IN		
Volume	0	0	0	0	0	0	0	8	0	0	2	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	20%	0.0%	0.0%	20.0%	0.0%	
In/Out								OUT			IN		
Volume	0	0	0	0	0	0	0	14	0	0	4	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	20.0%	0.0%	0.0%	20.0%	0.0%	
In/Out								OUT			IN		
Volume	0	0	0	0	0	0	0	13	0	0	4	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	10%	0.0%	0.0%	10.0%	0.0%	
In/Out								OUT			IN		
Volume	0	0	0	0	0	0	0	2	0	0	8	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	0.0%	0.0%	6.0%	0.0%	
In/Out								OUT		IN			
Volume	0	0	0	0	0	0	0	20	0	0	21	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	10%	0.0%	0.0%	10.0%	0.0%	
In/Out								OUT			IN		
Volume	0	0	0	0	0	0	0	16	0	0	5	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
In/Out													
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal	0	0	0	0	0	0	0	252	0	0	149	0	0
Total	94	111	93	120	58	129	112	2107	161	50	1320	160	4113

Seasonal Factor: 1.13
Growth Rate: 1.01
Years Grown: 3

	Trips In	Trips Out
0	0	0
Kings Highway Commerce Park	463	114
Creekside	143	421
Celebration Pointe - 25%	128	383
Hillpointe	24	77
Viva at Treasure Coast West	22	70
Viva at Treasure Coast East	21	66
Project Hunt	84	17
Kings Highway Warehouse	342	341
Jenkins Waypoint	53	156
Walsh Crossroads	7	5

N/S STREET: McNeil Rd **E/W STREET:** Okeechobee Rd **CONTROL:** Signalized
FILENAME:
COUNT DATE: 6/20/2024 **DAY:** Thursday **CITY:** St Lucie
REPORT DATE: 7/2/2024 **ANALYSIS YEAR:** 2027

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	25	19	10	70	19	20	26	289	11	13	283	36	821	3669
4:15-4:30	20	15	5	74	24	26	27	332	16	15	328	39	921	3866
4:30-4:45	24	19	11	62	27	25	33	349	23	15	370	30	988	3955
4:45-5:00	32	25	12	52	24	21	30	304	26	18	359	36	939	3880
5:00-5:15	29	17	13	75	26	20	36	344	32	21	375	30	1018	3742
5:15-5:30	25	20	13	66	21	19	27	366	23	24	380	26	1010	
5:30-5:45	19	16	9	42	16	17	26	337	20	22	359	30	913	
5:45-6:00	22	11	7	37	11	11	28	316	16	19	297	26	801	



PM PEAK HOUR IS FROM: **4:30 PM TO 5:30PM**

Volumes	110	81	49	255	98	85	126	1363	104	78	1484	122	3955
Season Factor	124	92	55	288	111	96	142	1540	118	88	1677	138	4469
Growth	128	94	57	297	114	99	147	1587	121	91	1728	142	4605
In/Out													
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0
SUBPROJECTS													
%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	10%	0%	
In/Out								OUT			IN		
Volume	0	0	0	0	0	0	0	46	0	0	14	0	0
%	0%	0%	0%	0%	0%	0%	0%	40%	0%	0%	40%	0.0%	
In/Out								OUT			IN		
Volume	0	0	0	0	0	0	0	102	0	0	170	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	
In/Out													
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	10.0%	0.0%	0.0%	10.0%	0.0%	
In/Out								OUT			IN		
Volume	0	0	0	0	0	0	0	5	0	0	8	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	20%	0.0%	0.0%	20.0%	0.0%	
In/Out								OUT			IN		
Volume	0	0	0	0	0	0	0	9	0	0	15	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	20.0%	0.0%	0.0%	20.0%	0.0%	
In/Out								OUT			IN		
Volume	0	0	0	0	0	0	0	8	0	0	14	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	10%	0.0%	0.0%	10.0%	0.0%	
In/Out								OUT			IN		
Volume	0	0	0	0	0	0	0	3	0	0	3	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	0.0%	0.0%	6.0%	0.0%	
In/Out								OUT		IN			
Volume	0	0	0	0	0	0	0	13	0	0	27	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	10%	0.0%	0.0%	10.0%	0.0%	
In/Out								OUT			IN		
Volume	0	0	0	0	0	0	0	10	0	0	17	0	0
%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0.0%	
In/Out													
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal	0	0	0	0	0	0	0	196	0	0	269	0	0
Total	128	94	57	297	114	99	147	1783	121	91	1996	142	4605

Seasonal Factor: 1.13
Growth Rate: 1.01
Years Grown: 3

	Trips In	Trips Out
0	0	0
Kings Highway Commerce Park	142	458
Creekside	426	256
Celebration Pointe - 25%	405	228
Hillpointe	81	48
Viva at Treasure Coast West	73	43
Viva at Treasure Coast East	69	40
Project Hunt	29	85
Kings Highway Warehouse	458	216
Jenkins Waypoint	172	102
Walsh Crossroads	10	11

HCM 7th Signalized Intersection Summary
8: Okeechobee Road & McNeil Road

07/09/2024

Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Traffic Volume (veh/h)	120	58	129	94	111	93	112	2107	161	50	1320	160
Future Volume (veh/h)	120	58	129	94	111	93	112	2107	161	50	1320	160
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	97	110	140	102	121	101	122	2290	0	54	1435	174
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	197	207	175	154	162	137	112	2879		70	2491	302
Arrive On Green	0.11	0.11	0.11	0.09	0.09	0.09	0.06	0.56	0.00	0.04	0.54	0.54
Sat Flow, veh/h	1781	1870	1585	1781	1870	1585	1781	5106	1585	1781	4614	559
Grp Volume(v), veh/h	97	110	140	102	121	101	122	2290	0	54	1058	551
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	1870	1585	1781	1702	1585	1781	1702	1770
Q Serve(g_s), s	6.7	7.2	11.2	7.2	8.2	8.1	8.2	46.1	0.0	3.9	27.0	27.0
Cycle Q Clear(g_c), s	6.7	7.2	11.2	7.2	8.2	8.1	8.2	46.1	0.0	3.9	27.0	27.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.32
Lane Grp Cap(c), veh/h	197	207	175	154	162	137	112	2879		70	1837	955
V/C Ratio(X)	0.49	0.53	0.80	0.66	0.75	0.73	1.09	0.80		0.78	0.58	0.58
Avail Cap(c_a), veh/h	381	400	339	326	342	290	112	2879		112	1837	955
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	54.4	54.7	56.4	57.5	58.0	57.9	60.9	22.4	0.0	61.9	20.0	20.0
Incr Delay (d2), s/veh	1.9	2.1	8.1	4.7	6.7	7.4	109.9	2.4	0.0	16.6	1.3	2.5
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.1	3.5	4.9	3.5	4.2	3.5	7.1	17.5	0.0	2.1	10.4	11.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	56.3	56.8	64.6	62.3	64.6	65.3	170.8	24.8	0.0	78.5	21.3	22.5
LnGrp LOS	E	E	E	E	E	E	F	C		E	C	C
Approach Vol, veh/h		347			324			2412			1663	
Approach Delay, s/veh		59.8			64.1			32.2			23.6	
Approach LOS		E			E			C			C	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	15.0	77.0		17.5	11.9	80.1		20.6				
Change Period (Y+Rc), s	6.8	6.8		6.2	6.8	6.8		6.2				
Max Green Setting (Gmax), s	8.2	44.2		23.8	8.2	44.2		27.8				
Max Q Clear Time (g_c+I1), s	10.2	29.0		10.2	5.9	48.1		13.2				
Green Ext Time (p_c), s	0.0	8.9		1.1	0.0	0.0		1.2				

Intersection Summary	
HCM 7th Control Delay, s/veh	33.4
HCM 7th LOS	C

Notes

User approved pedestrian interval to be less than phase max green.
User approved volume balancing among the lanes for turning movement.

HCM 7th Signalized Intersection Summary
8: Okeechobee Road & McNeil Road

07/09/2024

Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Traffic Volume (veh/h)	297	114	99	128	94	57	147	1783	121	91	1996	142
Future Volume (veh/h)	297	114	99	128	94	57	147	1783	121	91	1996	142
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	224	263	108	139	102	62	160	1938	0	99	2170	154
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	299	314	266	175	183	155	178	2769		122	2489	175
Arrive On Green	0.17	0.17	0.17	0.10	0.10	0.10	0.10	0.54	0.00	0.07	0.51	0.51
Sat Flow, veh/h	1781	1870	1585	1781	1870	1585	1781	5106	1585	1781	4870	343
Grp Volume(v), veh/h	224	263	108	139	102	62	160	1938	0	99	1511	813
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	1870	1585	1781	1702	1585	1781	1702	1809
Q Serve(g_s), s	15.6	17.7	7.9	9.9	6.8	4.8	11.5	36.4	0.0	7.1	50.8	51.9
Cycle Q Clear(g_c), s	15.6	17.7	7.9	9.9	6.8	4.8	11.5	36.4	0.0	7.1	50.8	51.9
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.19
Lane Grp Cap(c), veh/h	299	314	266	175	183	155	178	2769		122	1739	924
V/C Ratio(X)	0.75	0.84	0.41	0.80	0.56	0.40	0.90	0.70		0.81	0.87	0.88
Avail Cap(c_a), veh/h	438	460	390	301	317	268	178	2769		178	1739	924
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	51.5	52.4	48.3	57.4	55.9	55.0	57.8	21.9	0.0	59.7	28.0	28.2
Incr Delay (d2), s/veh	4.0	8.6	1.0	8.0	2.6	1.7	40.0	1.5	0.0	16.0	6.2	11.7
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	7.3	9.1	3.2	4.9	3.3	2.0	7.1	13.9	0.0	3.7	20.6	23.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	55.5	61.0	49.3	65.4	58.6	56.7	97.9	23.4	0.0	75.6	34.2	39.9
LnGrp LOS	E	E	D	E	E	E	F	C		E	C	D
Approach Vol, veh/h		595			303			2098			2423	
Approach Delay, s/veh		56.8			61.3			29.1			37.8	
Approach LOS		E			E			C			D	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	17.0	70.4		16.7	12.9	74.5		25.8				
Change Period (Y+Rc), s	4.0	4.0		4.0	4.0	4.0		4.0				
Max Green Setting (Gmax), s	13.0	47.0		22.0	13.0	47.0		32.0				
Max Q Clear Time (g_c+I1), s	13.5	53.9		11.9	9.1	38.4		19.7				
Green Ext Time (p_c), s	0.0	0.0		0.8	0.1	6.8		2.1				

Intersection Summary												
HCM 7th Control Delay, s/veh			37.8									
HCM 7th LOS			D									

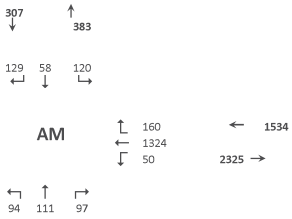
Notes

User approved pedestrian interval to be less than phase max green.
User approved volume balancing among the lanes for turning movement.

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: McNeil Rd **E/W STREET:** Okeechobee Rd **CONTROL:** Signalized
FILENAME:
COUNT DATE: 6/20/2024 **DAY:** Thursday **CITY:** St. Lucie
REPORT DATE: 7/2/2024 **ANALYSIS YEAR:** 2027

15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	8	16	14	19	9	20	19	313	19	2	198	18	655	3174
7:15-7:30	21	18	14	29	11	16	19	331	25	6	233	21	744	3377
7:30-7:45	19	24	20	34	15	26	19	396	34	11	269	25	892	3533
7:45-8:00	18	26	19	28	15	35	25	388	42	7	246	34	883	3449
8:00-8:15	21	26	23	21	11	25	26	381	34	12	235	43	858	3331
8:15-8:30	23	19	18	20	9	25	26	428	28	13	256	35	900	
8:30-8:45	15	22	24	24	8	24	19	372	25	15	232	28	808	
8:45-9:00	14	17	16	26	13	19	14	356	26	13	219	32	765	



AM PEAK HOUR IS FROM: **7:30 AM TO 8:30AM**

Volumes	81	95	80	103	50	111	96	1593	138	43	1006	137	3533
Season Factor	92	107	90	116	57	125	108	1800	156	49	1137	155	3992
Growth	94	111	93	120	58	129	112	1855	161	50	1171	160	4113
In/Out			OUT				IN	IN			OUT		
Percentage	0%	0%	10%	0%	0%	0%	10%	10%	0%	0%	10%	0%	0%
PROJECT	0	0	4	0	0	0	1	1	0	0	4	0	11

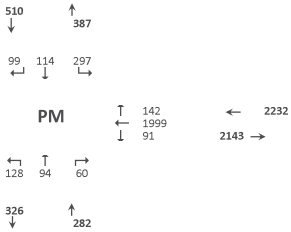
Seasonal Factor: 1.13
Growth Rate: 1.01
Years Grown: 3

SUBPROJECTS

														Trips In	Trips Out
%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	10%	0%			
In/Out								OUT			IN				
Volume	0	0	0	0	0	0	0	11	0	0	46	0	0	Kings Highway Commerce Park	463	114
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	40.0%	0.0%	0.0%	40.0%	0.0%			
In/Out								OUT			IN				
Volume	0	0	0	0	0	0	0	168	0	0	57	0	0	Creekside	143	421
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	0%	0.0%	0.0%	0.0%	0.0%			
In/Out															
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Celebration Pointe - 25%	128	383
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	10.0%	0.0%	0.0%	10.0%	0.0%			
In/Out								OUT			IN				
Volume	0	0	0	0	0	0	0	8	0	0	2	0	0	Hillpointe	24	77
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	20%	0.0%	0.0%	20.0%	0.0%			
In/Out								OUT			IN				
Volume	0	0	0	0	0	0	0	14	0	0	4	0	0	Viva at Treasure Coast West	22	70
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	20.0%	0.0%	0.0%	20.0%	0.0%			
In/Out								OUT			IN				
Volume	0	0	0	0	0	0	0	13	0	0	4	0	0	Viva at Treasure Coast East	21	66
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	10%	0.0%	0.0%	10.0%	0.0%			
In/Out								OUT			IN				
Volume	0	0	0	0	0	0	0	2	0	0	8	0	0	Project Hunt	84	17
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	0.0%	0.0%	6.0%	0.0%			
In/Out								OUT			IN				
Volume	0	0	0	0	0	0	0	20	0	0	21	0	0	Kings Highway Warehouse	342	341
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	10%	0.0%	0.0%	10.0%	0.0%			
In/Out								OUT			IN				
Volume	0	0	0	0	0	0	0	16	0	0	5	0	0	Jenkins Waypoint	53	156
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
In/Out															
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Walsh Crossroads	7	5
Subtotal	0	0	0	0	0	0	0	252	0	0	149	0	0			
Total	94	111	97	120	58	129	113	2108	161	50	1324	160	4124			

N/S STREET: McNeil Rd **E/W STREET:** Okeechobee Rd **CONTROL:** Signalized
FILENAME:
COUNT DATE: 6/20/2024 **DAY:** Thursday **CITY:** St Lucie
REPORT DATE: 7/2/2024 **ANALYSIS YEAR:** 2027

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	25	19	10	70	19	20	26	289	11	13	283	36	821	3669
4:15-4:30	20	15	5	74	24	26	27	332	16	15	328	39	921	3866
4:30-4:45	24	19	11	62	27	25	33	349	23	15	370	30	988	3955
4:45-5:00	32	25	12	52	24	21	30	304	26	18	359	36	939	3880
5:00-5:15	29	17	13	75	26	20	36	344	32	21	375	30	1018	3742
5:15-5:30	25	20	13	66	21	19	27	366	23	24	380	26	1010	
5:30-5:45	19	16	9	42	16	17	26	337	20	22	359	30	913	
5:45-6:00	22	11	7	37	11	11	28	316	16	19	297	26	801	



PM PEAK HOUR IS FROM: **4:30 PM TO 5:30PM**

Volumes	110	81	49	255	98	85	126	1363	104	78	1484	122	3955
Season Factor	124	92	55	288	111	96	142	1540	118	88	1677	138	4469
Growth	128	94	57	297	114	99	147	1587	121	91	1728	142	4605
In/Out			OUT				IN	IN			OUT		
Percentage	0%	0%	10%	0%	0%	0%	10%	10%	0%	0%	10%	0%	0%
PROJECT	0	0	3	0	0	0	4	4	0	0	3	0	13

Seasonal Factor: 1.13
Growth Rate: 1.01
Years Grown: 3

SUBPROJECTS

														Trips In	Trips Out
%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	10%	0%			
In/Out								OUT			IN				
Volume	0	0	0	0	0	0	0	46	0	0	14	0	0	Kings Highway Commerce Park	142	458
%	0%	0%	0%	0%	0%	0%	0%	40%	0%	0%	40%	0.0%			
In/Out								OUT			IN				
Volume	0	0	0	0	0	0	0	102	0	0	170	0	0	Creekside	426	256
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
In/Out															
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Celebration Pointe - 25%	405	228
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	10.0%	0.0%	0.0%	10.0%	0.0%			
In/Out								OUT			IN				
Volume	0	0	0	0	0	0	0	5	0	0	8	0	0	Hillpointe	81	48
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	20%	0.0%	0.0%	20.0%	0.0%			
In/Out								OUT			IN				
Volume	0	0	0	0	0	0	0	9	0	0	15	0	0	Viva at Treasure Coast West	73	43
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	20.0%	0.0%	0.0%	20.0%	0.0%			
In/Out								OUT			IN				
Volume	0	0	0	0	0	0	0	8	0	0	14	0	0	Viva at Treasure Coast East	69	40
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	10%	0.0%	0.0%	10.0%	0.0%			
In/Out								OUT			IN				
Volume	0	0	0	0	0	0	0	3	0	0	3	0	0	Project Hunt	29	85
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	0.0%	0.0%	6.0%	0.0%			
In/Out								OUT			IN				
Volume	0	0	0	0	0	0	0	13	0	0	27	0	0	Kings Highway Warehouse	458	216
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	10%	0.0%	0.0%	10.0%	0.0%			
In/Out								OUT			IN				
Volume	0	0	0	0	0	0	0	10	0	0	17	0	0	Jenkins Waypoint	172	102
%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0.0%			
In/Out															
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Walsh Crossroads	10	11
Subtotal	0	0	0	0	0	0	0	196	0	0	269	0	0			
Total	128	94	60	297	114	99	150	1786	121	91	1999	142	4617			

HCM 7th Signalized Intersection Summary
8: Okeechobee Road & McNeil Road

07/09/2024

Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Traffic Volume (veh/h)	120	58	129	94	111	97	112	2108	161	51	1324	160
Future Volume (veh/h)	120	58	129	94	111	97	112	2108	161	51	1324	160
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	97	110	140	102	121	105	122	2291	0	55	1439	174
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	197	207	175	157	165	140	112	2867		71	2484	300
Arrive On Green	0.11	0.11	0.11	0.09	0.09	0.09	0.06	0.56	0.00	0.04	0.54	0.54
Sat Flow, veh/h	1781	1870	1585	1781	1870	1585	1781	5106	1585	1781	4616	558
Grp Volume(v), veh/h	97	110	140	102	121	105	122	2291	0	55	1061	552
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	1870	1585	1781	1702	1585	1781	1702	1770
Q Serve(g_s), s	6.7	7.2	11.2	7.2	8.2	8.4	8.2	46.4	0.0	4.0	27.2	27.2
Cycle Q Clear(g_c), s	6.7	7.2	11.2	7.2	8.2	8.4	8.2	46.4	0.0	4.0	27.2	27.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.32
Lane Grp Cap(c), veh/h	197	207	175	157	165	140	112	2867		71	1832	953
V/C Ratio(X)	0.49	0.53	0.80	0.65	0.73	0.75	1.09	0.80		0.78	0.58	0.58
Avail Cap(c_a), veh/h	381	400	339	326	342	290	112	2867		112	1832	953
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	54.4	54.7	56.4	57.3	57.8	57.9	60.9	22.7	0.0	61.8	20.1	20.1
Incr Delay (d2), s/veh	1.9	2.1	8.1	4.4	6.1	7.8	109.9	2.4	0.0	16.4	1.3	2.6
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.1	3.5	4.9	3.4	4.2	3.7	7.1	17.7	0.0	2.1	10.5	11.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	56.3	56.8	64.6	61.8	63.9	65.7	170.8	25.1	0.0	78.2	21.5	22.7
LnGrp LOS	E	E	E	E	E	E	F	C		E	C	C
Approach Vol, veh/h		347			328			2413			1668	
Approach Delay, s/veh		59.8			63.8			32.5			23.8	
Approach LOS		E			E			C			C	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	15.0	76.8		17.7	12.0	79.8		20.6				
Change Period (Y+Rc), s	6.8	6.8		6.2	6.8	6.8		6.2				
Max Green Setting (Gmax), s	8.2	44.2		23.8	8.2	44.2		27.8				
Max Q Clear Time (g_c+I1), s	10.2	29.2		10.4	6.0	48.4		13.2				
Green Ext Time (p_c), s	0.0	8.9		1.1	0.0	0.0		1.2				

Intersection Summary	
HCM 7th Control Delay, s/veh	33.6
HCM 7th LOS	C

Notes

User approved pedestrian interval to be less than phase max green.
User approved volume balancing among the lanes for turning movement.

HCM 7th Signalized Intersection Summary
8: Okeechobee Road & McNeil Road

07/09/2024

Movement	SEL	SET	SER	NWL	NWT	NWR	NEL	NET	NER	SWL	SWT	SWR
Lane Configurations												
Traffic Volume (veh/h)	297	114	99	128	94	60	147	1786	121	94	1999	142
Future Volume (veh/h)	297	114	99	128	94	60	147	1786	121	94	1999	142
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	224	263	108	139	102	65	160	1941	0	102	2173	154
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	299	314	266	175	183	155	178	2759		126	2488	175
Arrive On Green	0.17	0.17	0.17	0.10	0.10	0.10	0.10	0.54	0.00	0.07	0.51	0.51
Sat Flow, veh/h	1781	1870	1585	1781	1870	1585	1781	5106	1585	1781	4870	342
Grp Volume(v), veh/h	224	263	108	139	102	65	160	1941	0	102	1513	814
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	1870	1585	1781	1702	1585	1781	1702	1809
Q Serve(g_s), s	15.6	17.7	7.9	9.9	6.8	5.0	11.5	36.6	0.0	7.3	50.9	52.0
Cycle Q Clear(g_c), s	15.6	17.7	7.9	9.9	6.8	5.0	11.5	36.6	0.0	7.3	50.9	52.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		0.19
Lane Grp Cap(c), veh/h	299	314	266	175	183	155	178	2759		126	1739	924
V/C Ratio(X)	0.75	0.84	0.41	0.80	0.56	0.42	0.90	0.70		0.81	0.87	0.88
Avail Cap(c_a), veh/h	438	460	390	301	317	268	178	2759		178	1739	924
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	51.5	52.4	48.3	57.4	55.9	55.1	57.8	22.1	0.0	59.6	28.0	28.3
Incr Delay (d2), s/veh	4.0	8.6	1.0	8.0	2.6	1.8	40.0	1.5	0.0	17.0	6.3	11.8
Initial Q Delay(d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	7.3	9.1	3.2	4.9	3.3	2.1	7.1	14.0	0.0	3.8	20.7	23.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d), s/veh	55.5	61.0	49.3	65.3	58.5	56.9	97.9	23.7	0.0	76.6	34.3	40.0
LnGrp LOS	E	E	D	E	E	E	F	C		E	C	D
Approach Vol, veh/h		595			306			2101			2429	
Approach Delay, s/veh		56.8			61.3			29.3			38.0	
Approach LOS		E			E			C			D	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	17.0	70.4		16.7	13.2	74.3		25.8				
Change Period (Y+Rc), s	4.0	4.0		4.0	4.0	4.0		4.0				
Max Green Setting (Gmax), s	13.0	47.0		22.0	13.0	47.0		32.0				
Max Q Clear Time (g_c+I1), s	13.5	54.0		11.9	9.3	38.6		19.7				
Green Ext Time (p_c), s	0.0	0.0		0.8	0.1	6.7		2.1				

Intersection Summary		
HCM 7th Control Delay, s/veh	38.0	
HCM 7th LOS	D	

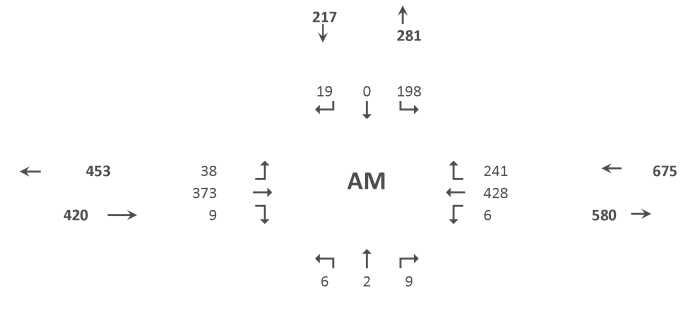
Notes

User approved pedestrian interval to be less than phase max green.
User approved volume balancing among the lanes for turning movement.

TURNING MOVEMENT VOLUME COUNTS

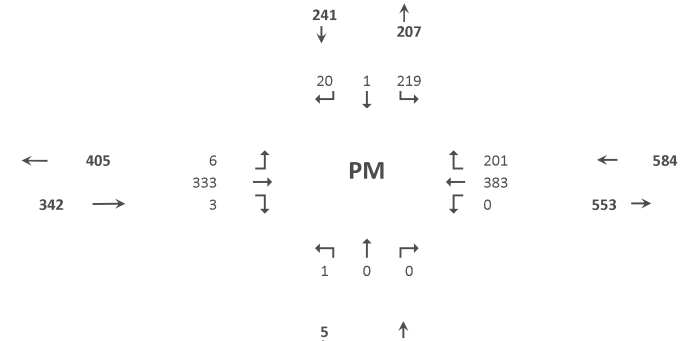
N/S STREET: McNeil Rd **E/W STREET**: Edwards Rd **CONTROL**: Unsignalized
FILENAME:
COUNT DATE: 6/20/2024 **DAY**: Thursday **CITY**: St. Lucie
REPORT DATE: 7/2/2024 **ANALYSIS YEAR**: 2024

15 Min Period	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	0	1	0	24	0	3	7	61	0	1	78	29	204	1048
7:15-7:30	0	0	0	28	0	5	8	69	2	0	85	43	240	1148
7:30-7:45	2	0	2	43	0	2	7	81	2	2	94	57	292	1176
7:45-8:00	1	1	4	51	0	5	8	91	4	1	92	54	312	1127
8:00-8:15	1	1	0	42	0	4	9	84	1	2	102	58	304	1022
8:15-8:30	1	0	2	39	0	6	10	74	1	0	91	44	268	
8:30-8:45	0	2	0	35	0	1	8	65	1	2	80	49	243	
8:45-9:00	0	1	0	40	0	2	6	53	0	1	63	41	207	
AM PEAK HOUR IS FROM:			7:30 AM TO 8:30AM											
Volumes	5	2	8	175	0	17	34	330	8	5	379	213	1176	
Season Factor	6	2	9	198	0	19	38	373	9	6	428	241	1329	
Growth	6	2	9	198	0	19	38	373	9	6	428	241	1329	
In/Out														
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	6	2	9	198	0	19	38	373	9	6	428	241	1329	



N/S STREET: McNeil Rd **E/W STREET**: Edwards Rd **CONTROL**: Unsignalized
FILENAME:
COUNT DATE: 6/20/2024 **DAY**: Thursday **CITY**: St Lucie
REPORT DATE: 7/2/2024 **ANALYSIS YEAR**: 2024

15 Min Period lanes	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15	0	0	2	30	1	2	0	86	0	0	69	37	227	985
4:15-4:30	0	0	0	35	0	4	1	71	0	1	78	38	228	1017
4:30-4:45	0	0	0	44	0	3	0	76	1	0	82	37	243	1034
4:45-5:00	0	0	0	55	0	4	1	78	0	0	95	54	287	1012
5:00-5:15	1	0	0	44	1	7	3	70	2	0	89	42	259	885
5:15-5:30	0	0	0	51	0	4	1	71	0	0	73	45	245	
5:30-5:45	0	0	1	37	2	5	2	56	0	0	80	38	221	
5:45-6:00	0	0	0	35	0	5	2	45	0	0	41	32	160	
PM PEAK HOUR IS FROM:			4:30 PM TO 5:30PM											
Volumes	1	0	0	194	1	18	5	295	3	0	339	178	1034	
Season Factor	1	0	0	219	1	20	6	333	3	0	383	201	1168	
Growth	1	0	0	219	1	20	6	333	3	0	383	201	1168	
In/Out														
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	1	0	0	219	1	20	6	333	3	0	383	201	1168	



HCS Two-Way Stop-Control Report

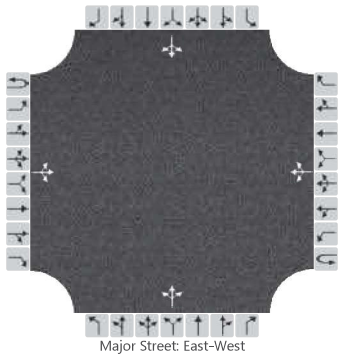
General Information

Analyst	KS
Agency/Co.	OREP
Date Performed	7/9/2024
Analysis Year	2024
Time Analyzed	AM Peak Hour
Intersection Orientation	East-West
Project Description	Existing

Site Information

Intersection	McNeil and Edwards
Jurisdiction	St Lucie County
East/West Street	Edwards Road
North/South Street	McNeil Road
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		38	373	9		6	428	241		6	2	9		198	0	19
Percent Heavy Vehicles (%)		3				3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.1	6.5	6.2		7.1	6.5	6.2
Critical Headway (sec)		4.13				4.13				7.13	6.53	6.23		7.13	6.53	6.23
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.23				3.53	4.03	3.33		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		41				7					18				236	
Capacity, c (veh/h)		872				1138					271				179	
v/c Ratio		0.05				0.01					0.07				1.32	
95% Queue Length, Q_{95} (veh)		0.1				0.0					0.2				13.6	
95% Queue Length, Q_{95} (ft)											5.1				348.2	
Control Delay (s/veh)		9.3	0.6	0.6		8.2	0.1	0.1			19.3				228.0	
Level of Service (LOS)		A	A	A		A	A	A			C				F	
Approach Delay (s/veh)	1.4				0.2				19.3				228.0			
Approach LOS	A				A				C				F			

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HCS Two-Way Stop-Control Report

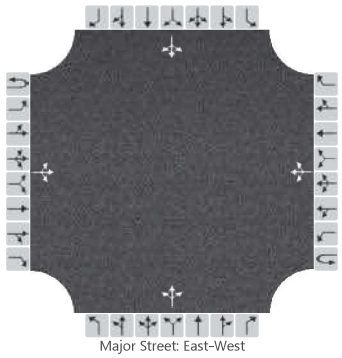
General Information

Analyst	KS
Agency/Co.	OREP
Date Performed	7/9/2024
Analysis Year	2024
Time Analyzed	PM Peak Hour
Intersection Orientation	East-West
Project Description	Existing

Site Information

Intersection	McNeil and Edwards
Jurisdiction	St Lucie County
East/West Street	Edwards Road
North/South Street	McNeil Road
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		6	333	3		0	383	201		1	0	0		219	1	20
Percent Heavy Vehicles (%)		3				3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized																
Median Type | Storage		Undivided														

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.1	6.5	6.2		7.1	6.5	6.2
Critical Headway (sec)		4.13				4.13				7.13	6.53	6.23		7.13	6.53	6.23
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.23				3.53	4.03	3.33		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		7				0					1				261	
Capacity, c (veh/h)		944				1188					240				267	
v/c Ratio		0.01				0.00					0.00				0.98	
95% Queue Length, Q_{95} (veh)		0.0				0.0					0.0				9.5	
95% Queue Length, Q_{95} (ft)											0.0				243.2	
Control Delay (s/veh)		8.8	0.1	0.1		8.0	0.0	0.0			20.1				90.2	
Level of Service (LOS)		A	A	A		A	A	A			C				F	
Approach Delay (s/veh)	0.2				0.0				20.1				90.2			
Approach LOS	A				A				C				F			

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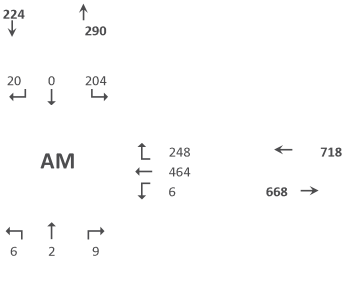
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: McNeil Rd **E/W STREET**: Edwards Rd **CONTROL**: Unsignalized
FILENAME:
COUNT DATE: 6/20/2024 **DAY**: Thursday **CITY**: St. Lucie
REPORT DATE: 7/2/2024 **ANALYSIS YEAR**: 2027

15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	0	1	0	24	0	3	7	61	0	1	78	29	204	1048
7:15-7:30	0	0	0	28	0	5	8	69	2	0	85	43	240	1148
7:30-7:45	2	0	2	43	0	2	7	81	2	2	94	57	292	1176
7:45-8:00	1	1	4	51	0	5	8	91	4	1	92	54	312	1127
8:00-8:15	1	1	0	42	0	4	9	84	1	2	102	58	304	1022
8:15-8:30	1	0	2	39	0	6	10	74	1	0	91	44	268	
8:30-8:45	0	2	0	35	0	1	8	65	1	2	80	49	243	
8:45-9:00	0	1	0	40	0	2	6	53	0	1	63	41	207	
AM PEAK HOUR IS FROM:			7:30 AM TO 8:30AM											
Volumes	5	2	8	175	0	17	34	330	8	5	379	213	1176	
Season Factor	6	2	9	198	0	19	38	373	9	6	428	241	1329	
Growth	6	2	9	204	0	20	40	384	9	6	441	248	1369	
In/Out														
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBPROJECTS														
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%	5.0%	0.0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	19	0	0	6	0	0	Celebration Pointe - 25%
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.5%	0.0%	0.0%	2.5%	0.0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	11	0	0	4	0	0	Creekside
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.0%	0.0%	0.0%	30.0%	0.0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	20	0	0	6	0	0	Viva at Treasure Coast East
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.0%	0.0%	0.0%	30.0%	0.0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	21	0	0	7	0	0	Viva at Treasure Coast West
Subtotal	0	0	0	0	0	0	0	70	0	0	23	0	0	
Total	6	2	9	204	0	20	40	455	9	6	464	248	1369	

Seasonal Factor: 1.13
Growth Rate: 1.01
Years Grown: 3

	Trips In	Trips Out
PROJECT	0	0
Celebration Pointe - 25%	128	383
Creekside	143	421
Viva at Treasure Coast East	21	66
Viva at Treasure Coast West	22	70

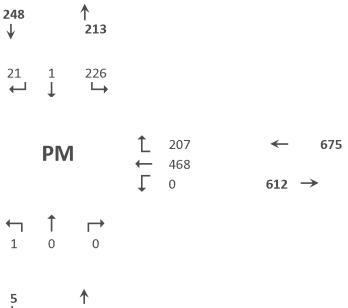


N/S STREET: McNeil Rd **E/W STREET**: Edwards Rd **CONTROL**: Unsignalized
FILENAME:
COUNT DATE: 6/20/2024 **DAY**: Thursday **CITY**: St Lucie
REPORT DATE: 7/2/2024 **ANALYSIS YEAR**: 2027

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	0	0	2	30	1	2	0	86	0	0	69	37	227	985
4:15-4:30	0	0	0	35	0	4	1	71	0	1	78	38	228	1017
4:30-4:45	0	0	0	44	0	3	0	76	1	0	82	37	243	1034
4:45-5:00	0	0	0	55	0	4	1	78	0	0	95	54	287	1012
5:00-5:15	1	0	0	44	1	7	3	70	2	0	89	42	259	885
5:15-5:30	0	0	0	51	0	4	1	71	0	0	73	45	245	
5:30-5:45	0	0	1	37	2	5	2	56	0	0	80	38	221	
5:45-6:00	0	0	0	35	0	5	2	45	0	0	41	32	160	
PM PEAK HOUR IS FROM:			4:30 PM TO 5:30PM											
Volumes	1	0	0	194	1	18	5	295	3	0	339	178	1034	
Season Factor	1	0	0	219	1	20	6	333	3	0	383	201	1168	
Growth	1	0	0	226	1	21	6	343	3	0	395	207	1204	
In/Out		0	0		0							0		
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBPROJECTS														
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%	5.0%	0.0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	11	0	0	20	0	0	Celebration Pointe - 25%
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	2.5%	0.0%	0.0%	2.5%	0.0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	6	0	0	11	0	0	Creekside
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.0%	0.0%	0.0%	30.0%	0.0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	12	0	0	21	0	0	Viva at Treasure Coast East
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	30%	0.0%	0.0%	30.0%	0.0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	13	0	0	22	0	0	Viva at Treasure Coast West
Subtotal	0	0	0	0	0	0	0	43	0	0	74	0	0	
Total	1	0	0	226	1	21	6	386	3	0	468	207	1204	

Seasonal Factor: 1.13
Growth Rate: 1.01
Years Grown: 3

	Trips In	Trips Out
PROJECT	0	0
Celebration Pointe - 25%	405	228
Creekside	426	256
Viva at Treasure Coast East	69	40
Viva at Treasure Coast West	73	43



HCS Two-Way Stop-Control Report

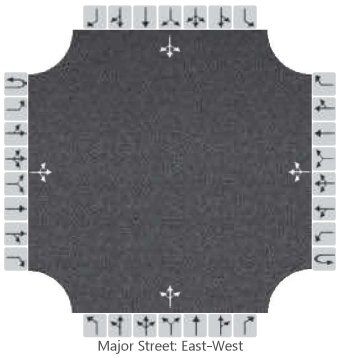
General Information

Analyst	KS
Agency/Co.	OREP
Date Performed	7/9/2024
Analysis Year	2027
Time Analyzed	AM Peak Hour
Intersection Orientation	East-West
Project Description	Background

Site Information

Intersection	McNeil and Edwards
Jurisdiction	St Lucie County
East/West Street	Edwards Road
North/South Street	McNeil Road
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		40	455	9		6	464	248		6	2	9		204	0	20
Percent Heavy Vehicles (%)		3				3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.1	6.5	6.2		7.1	6.5	6.2
Critical Headway (sec)		4.13				4.13				7.13	6.53	6.23		7.13	6.53	6.23
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.23				3.53	4.03	3.33		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		43				7					18				243	
Capacity, c (veh/h)		837				1055					221				142	
v/c Ratio		0.05				0.01					0.08				1.71	
95% Queue Length, Q_{95} (veh)		0.2				0.0					0.3				17.8	
95% Queue Length, Q_{95} (ft)											7.7				455.7	
Control Delay (s/veh)		9.5	0.7	0.7		8.4	0.1	0.1			22.8				401.6	
Level of Service (LOS)		A	A	A		A	A	A			C				F	
Approach Delay (s/veh)	1.4				0.2				22.8				401.6			
Approach LOS	A				A				C				F			

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HCS Two-Way Stop-Control Report

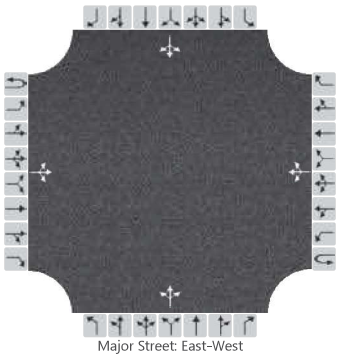
General Information

Analyst	KS
Agency/Co.	OREP
Date Performed	7/9/2024
Analysis Year	2027
Time Analyzed	PM Peak Hour
Intersection Orientation	East-West
Project Description	Background

Site Information

Intersection	McNeil and Edwards
Jurisdiction	St Lucie County
East/West Street	Edwards Road
North/South Street	McNeil Road
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes


Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		6	386	3		0	468	207		1	0	0		226	1	21
Percent Heavy Vehicles (%)		3				3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)										0				0		
Right Turn Channelized																
Median Type | Storage			Undivided													

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.1	6.5	6.2		7.1	6.5	6.2
Critical Headway (sec)		4.13				4.13				7.13	6.53	6.23		7.13	6.53	6.23
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.23				3.53	4.03	3.33		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		7				0					1				270	
Capacity, c (veh/h)		867				1131					187				211	
v/c Ratio		0.01				0.00					0.01				1.28	
95% Queue Length, Q_{95} (veh)		0.0				0.0					0.0				14.4	
95% Queue Length, Q_{95} (ft)											0.0				368.6	
Control Delay (s/veh)		9.2	0.1	0.1		8.2	0.0	0.0			24.4				201.4	
Level of Service (LOS)		A	A	A		A	A	A			C				F	
Approach Delay (s/veh)	0.2				0.0				24.4				201.4			
Approach LOS	A				A				C				F			

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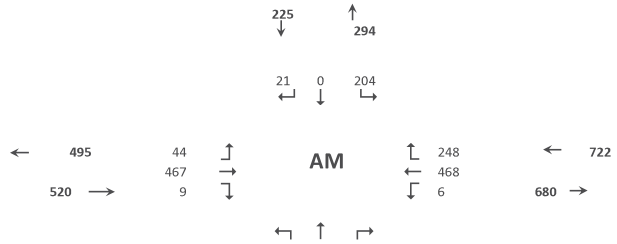
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: McNeil Rd **E/W STREET**: Edwards Rd **CONTROL**: Unsignalized
FILENAME:
COUNT DATE: 6/20/2024 **DAY**: Thursday **CITY**: St. Lucie
REPORT DATE: 7/2/2024 **ANALYSIS YEAR**: 2027

15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	0	1	0	24	0	3	7	61	0	1	78	29	204	1048
7:15-7:30	0	0	0	28	0	5	8	69	2	0	85	43	240	1148
7:30-7:45	2	0	2	43	0	2	7	81	2	2	94	57	292	1176
7:45-8:00	1	1	4	51	0	5	8	91	4	1	92	54	312	1127
8:00-8:15	1	1	0	42	0	4	9	84	1	2	102	58	304	1022
8:15-8:30	1	0	2	39	0	6	10	74	1	0	91	44	268	
8:30-8:45	0	2	0	35	0	1	8	65	1	2	80	49	243	
8:45-9:00	0	1	0	40	0	2	6	53	0	1	63	41	207	



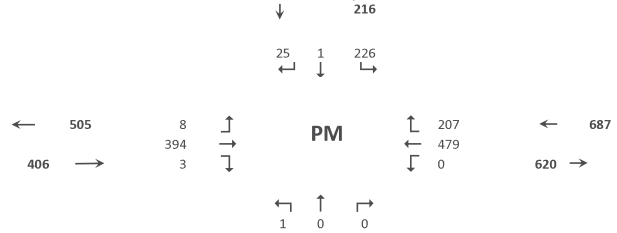
AM PEAK HOUR IS FROM:	7:30 AM TO 8:30AM												
Volumes	5	2	8	175	0	17	34	330	8	5	379	213	1176
Season Factor	6	2	9	198	0	19	38	373	9	6	428	241	1329
Growth	6	2	9	204	0	20	40	384	9	6	441	248	1369
In/Out						IN	OUT	OUT			IN		
Percentage	0%	0%	0%	0%	0%	10%	10%	30%	0%	0%	30%	0%	
PROJECT	0	0	0	0	0	1	4	12	0	0	4	0	21
SUBPROJECTS													
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%	5.0%	0.0%	
In/Out								OUT			IN		
Volume	0	0	0	0	0	0	0	19	0	0	6	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.5%	0.0%	0.0%	2.5%	0.0%	
In/Out								OUT			IN		
Volume	0	0	0	0	0	0	0	11	0	0	4	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.0%	0.0%	0.0%	30.0%	0.0%	
In/Out								OUT			IN		
Volume	0	0	0	0	0	0	0	20	0	0	6	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.0%	0.0%	0.0%	30.0%	0.0%	
In/Out								OUT			IN		
Volume	0	0	0	0	0	0	0	21	0	0	7	0	0
Subtotal	0	0	0	0	0	0	0	70	0	0	23	0	0
Total	6	2	9	204	0	21	44	467	9	6	468	248	1390

Seasonal Factor: 1.13
Growth Rate: 1.01
Years Grown: 3

	Trips In	Trips Out
4945 Edwards Rd	13	40
Celebration Pointe - 25%	128	383
Creekside	143	421
Viva at Treasure Coast East	21	66
Viva at Treasure Coast West	22	70

N/S STREET: McNeil Rd **E/W STREET**: Edwards Rd **CONTROL**: Unsignalized
FILENAME:
COUNT DATE: 6/20/2024 **DAY**: Thursday **CITY**: St Lucie
REPORT DATE: 7/2/2024 **ANALYSIS YEAR**: 2027

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	0	0	2	30	1	2	0	86	0	0	69	37	227	985
4:15-4:30	0	0	0	35	0	4	1	71	0	1	78	38	228	1017
4:30-4:45	0	0	0	44	0	3	0	76	1	0	82	37	243	1034
4:45-5:00	0	0	0	55	0	4	1	78	0	0	95	54	287	1012
5:00-5:15	1	0	0	44	1	7	3	70	2	0	89	42	259	885
5:15-5:30	0	0	0	51	0	4	1	71	0	0	73	45	245	
5:30-5:45	0	0	1	37	2	5	2	56	0	0	80	38	221	
5:45-6:00	0	0	0	35	0	5	2	45	0	0	41	32	160	



PM PEAK HOUR IS FROM:	4:30 PM TO 5:30PM												
Volumes	1	0	0	194	1	18	5	295	3	0	339	178	1034
Season Factor	1	0	0	219	1	20	6	333	3	0	383	201	1168
Growth	1	0	0	226	1	21	6	343	3	0	395	207	1204
In/Out						IN	OUT	OUT			IN		
Percentage	0%	0%	0%	0%	0%	10%	10%	30%	0%	0%	30%	0%	
PROJECT	0	0	0	0	0	4	3	8	0	0	11	0	25
SUBPROJECTS													
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%	5.0%	0.0%	
In/Out								OUT			IN		
Volume	0	0	0	0	0	0	0	11	0	0	20	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	2.5%	0.0%	0.0%	2.5%	0.0%	
In/Out								OUT			IN		
Volume	0	0	0	0	0	0	0	6	0	0	11	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.0%	0.0%	0.0%	30.0%	0.0%	
In/Out								OUT			IN		
Volume	0	0	0	0	0	0	0	12	0	0	21	0	0
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	30%	0.0%	0.0%	30.0%	0.0%	
In/Out								OUT			IN		
Volume	0	0	0	0	0	0	0	13	0	0	22	0	0
Subtotal	0	0	0	0	0	0	0	43	0	0	74	0	0
Total	1	0	0	226	1	25	8	394	3	0	479	207	1229

Seasonal Factor: 1.13
Growth Rate: 1.01
Years Grown: 3

	Trips In	Trips Out
4945 Edwards Rd	37	26
Celebration Pointe - 25%	405	228
Creekside	426	256
Viva at Treasure Coast East	69	40
Viva at Treasure Coast West	73	43

HCS Two-Way Stop-Control Report

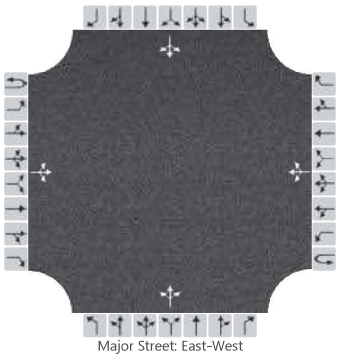
General Information

Analyst	KS
Agency/Co.	OREP
Date Performed	7/9/2024
Analysis Year	2027
Time Analyzed	AM Peak Hour
Intersection Orientation	East-West
Project Description	Background with Project

Site Information

Intersection	McNeil and Edwards
Jurisdiction	St Lucie County
East/West Street	Edwards Road
North/South Street	McNeil Road
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		44	467	9		6	468	248		6	2	9		204	0	21
Percent Heavy Vehicles (%)		3				3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.1	6.5	6.2		7.1	6.5	6.2
Critical Headway (sec)		4.13				4.13				7.13	6.53	6.23		7.13	6.53	6.23
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.23				3.53	4.03	3.33		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		48				7					18				245	
Capacity, c (veh/h)		834				1043					211				136	
v/c Ratio		0.06				0.01					0.09				1.80	
95% Queue Length, Q_{95} (veh)		0.2				0.0					0.3				18.5	
95% Queue Length, Q_{95} (ft)											7.7				473.6	
Control Delay (s/veh)		9.6	0.8	0.8		8.5	0.1	0.1			23.7				443.3	
Level of Service (LOS)		A	A	A		A	A	A			C				F	
Approach Delay (s/veh)	1.5				0.2				23.7				443.3			
Approach LOS	A				A				C				F			

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HCS Two-Way Stop-Control Report

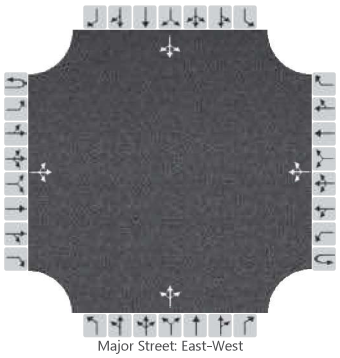
General Information

Analyst	KS
Agency/Co.	OREP
Date Performed	7/9/2024
Analysis Year	2027
Time Analyzed	PM Peak Hour
Intersection Orientation	East-West
Project Description	Background with Project

Site Information

Intersection	McNeil and Edwards
Jurisdiction	St Lucie County
East/West Street	Edwards Road
North/South Street	McNeil Road
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	1	0
Configuration			LTR				LTR				LTR				LTR	
Volume (veh/h)		8	394	3		0	479	207		1	0	0		226	1	25
Percent Heavy Vehicles (%)		3				3				3	3	3		3	3	3
Proportion Time Blocked																
Percent Grade (%)									0				0			
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1				4.1				7.1	6.5	6.2		7.1	6.5	6.2
Critical Headway (sec)		4.13				4.13				7.13	6.53	6.23		7.13	6.53	6.23
Base Follow-Up Headway (sec)		2.2				2.2				3.5	4.0	3.3		3.5	4.0	3.3
Follow-Up Headway (sec)		2.23				2.23				3.53	4.03	3.33		3.53	4.03	3.33

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		9				0					1				274	
Capacity, c (veh/h)		858				1123					176				204	
v/c Ratio		0.01				0.00					0.01				1.34	
95% Queue Length, Q_{95} (veh)		0.0				0.0					0.0				15.4	
95% Queue Length, Q_{95} (ft)											0.0				394.2	
Control Delay (s/veh)		9.2	0.1	0.1		8.2	0.0	0.0			25.5				227.8	
Level of Service (LOS)		A	A	A		A	A	A			D				F	
Approach Delay (s/veh)	0.3				0.0				25.5				227.8			
Approach LOS	A				A				D				F			

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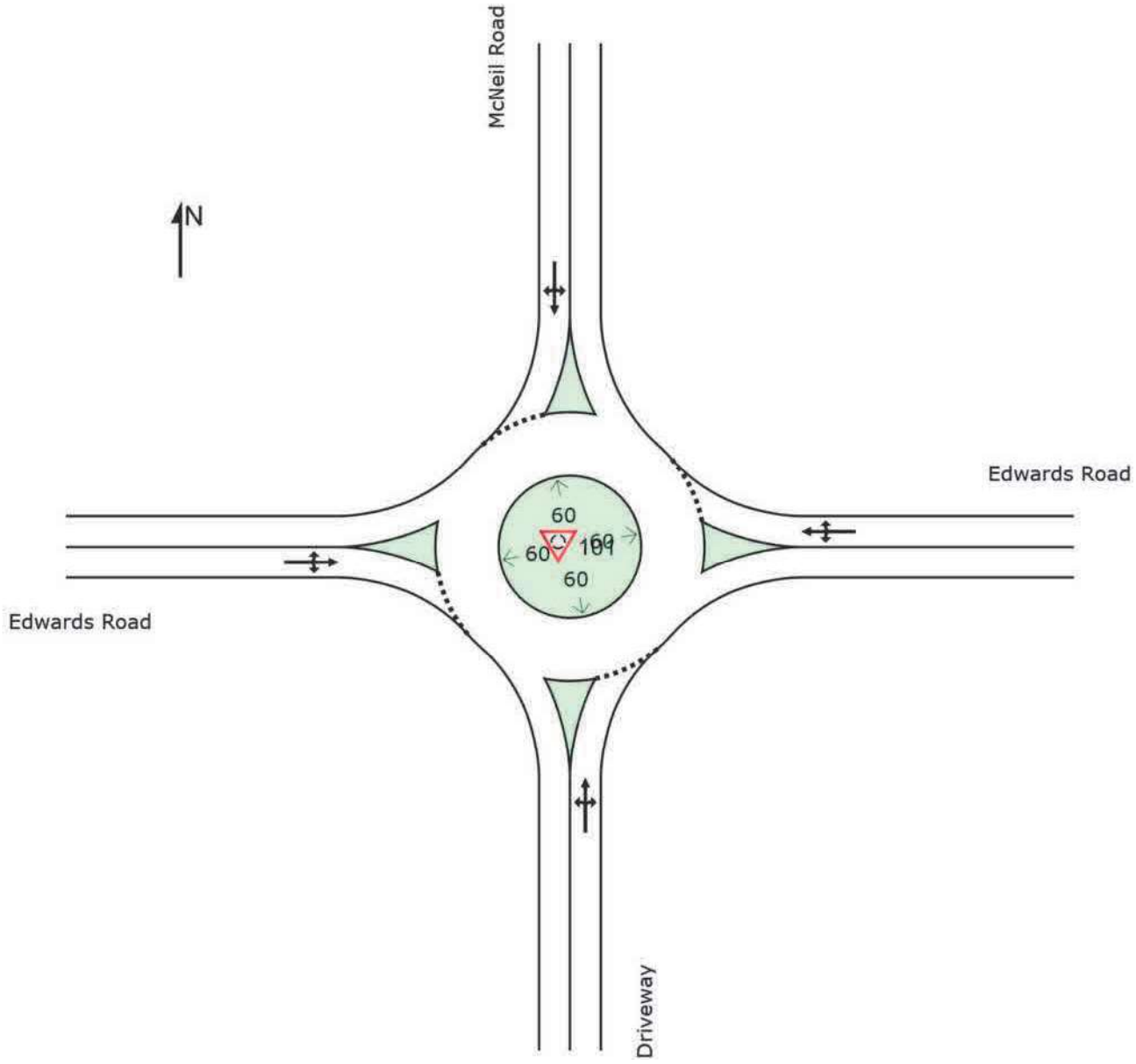
SITE LAYOUT

Site: 101 [McNeil and Edwards (Site Folder: General)]

Roundabout
Site Category: (None)
Roundabout

Layout pictures are schematic functional drawings reflecting input data. They are not design drawings.



MOVEMENT SUMMARY

Site: 101 [McNeil and Edwards (Site Folder: General)]

Output produced by SIDRA INTERSECTION Version: 9.1.6.228

Roundabout
Site Category: (None)
Roundabout

Vehicle Movement Performance

Mov ID	Turn	Mov Class	Demand Flows [Total veh/h	HV] %	Arrival Flows [Total veh/h	HV] %	Deg. Satn v/c	Aver. Delay sec	Level of Service	95% Back Of Queue [Veh. veh	Dist] ft	Prop. Que	Eff. Stop Rate	Aver. No. of Cycles	Aver. Speed mph
South: Driveway															
3	L2	All MCs	7	3.0	7	3.0	0.031	6.5	LOS A	0.1	2.9	0.60	0.53	0.60	31.3
8	T1	All MCs	2	3.0	2	3.0	0.031	6.5	LOS A	0.1	2.9	0.60	0.53	0.60	31.9
18	R2	All MCs	10	3.0	10	3.0	0.031	6.5	LOS A	0.1	2.9	0.60	0.53	0.60	31.6
Approach			18	3.0	18	3.0	0.031	6.5	LOS A	0.1	2.9	0.60	0.53	0.60	31.5
East: Edwards Road															
1	L2	All MCs	7	3.0	7	3.0	0.615	9.4	LOS A	6.0	152.4	0.37	0.13	0.37	30.7
6	T1	All MCs	504	3.0	504	3.0	0.615	9.4	LOS A	6.0	152.4	0.37	0.13	0.37	31.2
16	R2	All MCs	270	3.0	270	3.0	0.615	9.4	LOS A	6.0	152.4	0.37	0.13	0.37	31.0
Approach			780	3.0	780	3.0	0.615	9.4	LOS A	6.0	152.4	0.37	0.13	0.37	31.1
North: McNeil Road															
7	L2	All MCs	222	3.0	222	3.0	0.319	8.4	LOS A	1.4	37.1	0.63	0.51	0.63	29.6
4	T1	All MCs	1	3.0	1	3.0	0.319	8.4	LOS A	1.4	37.1	0.63	0.51	0.63	30.0
14	R2	All MCs	22	3.0	22	3.0	0.319	8.4	LOS A	1.4	37.1	0.63	0.51	0.63	29.8
Approach			245	3.0	245	3.0	0.319	8.4	LOS A	1.4	37.1	0.63	0.51	0.63	29.6
West: Edwards Road															
5	L2	All MCs	43	3.0	43	3.0	0.523	9.6	LOS A	3.5	88.9	0.59	0.36	0.59	30.5
2	T1	All MCs	495	3.0	495	3.0	0.523	9.6	LOS A	3.5	88.9	0.59	0.36	0.59	31.0
12	R2	All MCs	10	3.0	10	3.0	0.523	9.6	LOS A	3.5	88.9	0.59	0.36	0.59	30.8
Approach			548	3.0	548	3.0	0.523	9.6	LOS A	3.5	88.9	0.59	0.36	0.59	30.9
All Vehicles			1591	3.0	1591	3.0	0.615	9.3	LOS A	6.0	152.4	0.49	0.27	0.49	30.8

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Options tab).
Roundabout LOS Method: Same as Sign Control.
Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
Delay Model: HCM Delay Formula (Stopline Delay: Geometric Delay is not included).
Queue Model: SIDRA queue estimation methods are used for Back of Queue and Queue at Start of Gap.
Gap-Acceptance Capacity Formula: Siegloch M1 implied by US HCM 6 Roundabout Capacity Model.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.
Arrival Flows used in performance calculations are adjusted to include any Initial Queued Demand and Upstream Capacity Constraint effects.

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MOVEMENT SUMMARY

Site: 101 [McNeil and Edwards (Site Folder: General)]

Output produced by SIDRA INTERSECTION Version: 9.1.6.228

Roundabout
Site Category: (None)
Roundabout

Vehicle Movement Performance

Mov ID	Turn	Mov Class	Demand Flows [Total veh/h	HV] %	Arrival Flows [Total veh/h	HV] %	Deg. Satn v/c	Aver. Delay sec	Level of Service	95% Back Of Queue [Veh. veh	Dist] ft	Prop. Que	Eff. Stop Rate	Aver. No. of Cycles	Aver. Speed mph
South: Driveway															
3	L2	All MCs	1	3.0	1	3.0	0.005	5.6	LOS A	0.0	0.5	0.57	0.40	0.57	31.7
8	T1	All MCs	1	3.0	1	3.0	0.005	5.6	LOS A	0.0	0.5	0.57	0.40	0.57	32.3
18	R2	All MCs	1	3.0	1	3.0	0.005	5.6	LOS A	0.0	0.5	0.57	0.40	0.57	32.0
Approach			3	3.0	3	3.0	0.005	5.6	LOS A	0.0	0.5	0.57	0.40	0.57	32.0
East: Edwards Road															
1	L2	All MCs	1	3.0	1	3.0	0.552	6.5	LOS A	5.0	127.4	0.12	0.02	0.12	32.0
6	T1	All MCs	509	3.0	509	3.0	0.552	6.5	LOS A	5.0	127.4	0.12	0.02	0.12	32.5
16	R2	All MCs	225	3.0	225	3.0	0.552	6.5	LOS A	5.0	127.4	0.12	0.02	0.12	32.3
Approach			735	3.0	735	3.0	0.552	6.5	LOS A	5.0	127.4	0.12	0.02	0.12	32.4
North: McNeil Road															
7	L2	All MCs	246	3.0	246	3.0	0.349	8.8	LOS A	1.6	41.8	0.64	0.52	0.65	29.4
4	T1	All MCs	1	3.0	1	3.0	0.349	8.8	LOS A	1.6	41.8	0.64	0.52	0.65	29.9
14	R2	All MCs	23	3.0	23	3.0	0.349	8.8	LOS A	1.6	41.8	0.64	0.52	0.65	29.7
Approach			270	3.0	270	3.0	0.349	8.8	LOS A	1.6	41.8	0.64	0.52	0.65	29.4
West: Edwards Road															
5	L2	All MCs	7	3.0	7	3.0	0.418	8.0	LOS A	2.4	61.6	0.54	0.34	0.54	31.2
2	T1	All MCs	420	3.0	420	3.0	0.418	8.0	LOS A	2.4	61.6	0.54	0.34	0.54	31.8
12	R2	All MCs	3	3.0	3	3.0	0.418	8.0	LOS A	2.4	61.6	0.54	0.34	0.54	31.6
Approach			429	3.0	429	3.0	0.418	8.0	LOS A	2.4	61.6	0.54	0.34	0.54	31.8
All Vehicles			1437	3.0	1437	3.0	0.552	7.4	LOS A	5.0	127.4	0.34	0.21	0.34	31.6

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Options tab).
Roundabout LOS Method: Same as Sign Control.
Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
Delay Model: HCM Delay Formula (Stopline Delay: Geometric Delay is not included).
Queue Model: SIDRA queue estimation methods are used for Back of Queue and Queue at Start of Gap.
Gap-Acceptance Capacity Formula: Siegloch M1 implied by US HCM 6 Roundabout Capacity Model.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.
Arrival Flows used in performance calculations are adjusted to include any Initial Queued Demand and Upstream Capacity Constraint effects.

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MOVEMENT SUMMARY

Site: 101 [McNeil and Edwards (Site Folder: General)]

Output produced by SIDRA INTERSECTION Version: 9.1.6.228

Roundabout
Site Category: (None)
Roundabout

Vehicle Movement Performance

Mov ID	Turn	Mov Class	Demand Flows [Total veh/h	HV] %	Arrival Flows [Total veh/h	HV] %	Deg. Satn v/c	Aver. Delay sec	Level of Service	95% Back Of Queue [Veh. veh	Dist] ft	Prop. Que	Eff. Stop Rate	Aver. No. of Cycles	Aver. Speed mph
South: Driveway															
3	L2	All MCs	7	3.0	7	3.0	0.032	6.6	LOS A	0.1	2.9	0.61	0.54	0.61	31.3
8	T1	All MCs	2	3.0	2	3.0	0.032	6.6	LOS A	0.1	2.9	0.61	0.54	0.61	31.8
18	R2	All MCs	10	3.0	10	3.0	0.032	6.6	LOS A	0.1	2.9	0.61	0.54	0.61	31.6
Approach			18	3.0	18	3.0	0.032	6.6	LOS A	0.1	2.9	0.61	0.54	0.61	31.5
East: Edwards Road															
1	L2	All MCs	7	3.0	7	3.0	0.621	9.6	LOS A	6.1	155.0	0.39	0.14	0.39	30.6
6	T1	All MCs	509	3.0	509	3.0	0.621	9.6	LOS A	6.1	155.0	0.39	0.14	0.39	31.1
16	R2	All MCs	270	3.0	270	3.0	0.621	9.6	LOS A	6.1	155.0	0.39	0.14	0.39	30.9
Approach			785	3.0	785	3.0	0.621	9.6	LOS A	6.1	155.0	0.39	0.14	0.39	31.0
North: McNeil Road															
7	L2	All MCs	222	3.0	222	3.0	0.322	8.5	LOS A	1.5	37.4	0.63	0.52	0.63	29.5
4	T1	All MCs	1	3.0	1	3.0	0.322	8.5	LOS A	1.5	37.4	0.63	0.52	0.63	30.0
14	R2	All MCs	23	3.0	23	3.0	0.322	8.5	LOS A	1.5	37.4	0.63	0.52	0.63	29.8
Approach			246	3.0	246	3.0	0.322	8.5	LOS A	1.5	37.4	0.63	0.52	0.63	29.6
West: Edwards Road															
5	L2	All MCs	48	3.0	48	3.0	0.539	9.9	LOS A	3.8	96.1	0.61	0.38	0.62	30.3
2	T1	All MCs	508	3.0	508	3.0	0.539	9.9	LOS A	3.8	96.1	0.61	0.38	0.62	30.8
12	R2	All MCs	10	3.0	10	3.0	0.539	9.9	LOS A	3.8	96.1	0.61	0.38	0.62	30.6
Approach			565	3.0	565	3.0	0.539	9.9	LOS A	3.8	96.1	0.61	0.38	0.62	30.8
All Vehicles			1614	3.0	1614	3.0	0.621	9.5	LOS A	6.1	155.0	0.50	0.28	0.51	30.7

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Options tab).
Roundabout LOS Method: Same as Sign Control.
Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
Delay Model: HCM Delay Formula (Stopline Delay: Geometric Delay is not included).
Queue Model: SIDRA queue estimation methods are used for Back of Queue and Queue at Start of Gap.
Gap-Acceptance Capacity Formula: Siegloch M1 implied by US HCM 6 Roundabout Capacity Model.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.
Arrival Flows used in performance calculations are adjusted to include any Initial Queued Demand and Upstream Capacity Constraint effects.

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MOVEMENT SUMMARY

Site: 101 [McNeil and Edwards (Site Folder: General)]

Output produced by SIDRA INTERSECTION Version: 9.1.6.228

Roundabout
Site Category: (None)
Roundabout

Vehicle Movement Performance

Mov ID	Turn	Mov Class	Demand Flows [Total veh/h	HV] %	Arrival Flows [Total veh/h	HV] %	Deg. Satn v/c	Aver. Delay sec	Level of Service	95% Back Of Queue [Veh. veh	Dist] ft	Prop. Que	Eff. Stop Rate	Aver. No. of Cycles	Aver. Speed mph
South: Driveway															
3	L2	All MCs	1	3.0	1	3.0	0.005	5.7	LOS A	0.0	0.5	0.57	0.41	0.57	31.7
8	T1	All MCs	1	3.0	1	3.0	0.005	5.7	LOS A	0.0	0.5	0.57	0.41	0.57	32.2
18	R2	All MCs	1	3.0	1	3.0	0.005	5.7	LOS A	0.0	0.5	0.57	0.41	0.57	32.0
Approach			3	3.0	3	3.0	0.005	5.7	LOS A	0.0	0.5	0.57	0.41	0.57	32.0
East: Edwards Road															
1	L2	All MCs	1	3.0	1	3.0	0.563	6.8	LOS A	5.2	132.3	0.14	0.03	0.14	31.8
6	T1	All MCs	521	3.0	521	3.0	0.563	6.8	LOS A	5.2	132.3	0.14	0.03	0.14	32.4
16	R2	All MCs	225	3.0	225	3.0	0.563	6.8	LOS A	5.2	132.3	0.14	0.03	0.14	32.1
Approach			747	3.0	747	3.0	0.563	6.8	LOS A	5.2	132.3	0.14	0.03	0.14	32.3
North: McNeil Road															
7	L2	All MCs	246	3.0	246	3.0	0.359	9.1	LOS A	1.7	44.4	0.65	0.55	0.68	29.3
4	T1	All MCs	1	3.0	1	3.0	0.359	9.1	LOS A	1.7	44.4	0.65	0.55	0.68	29.8
14	R2	All MCs	27	3.0	27	3.0	0.359	9.1	LOS A	1.7	44.4	0.65	0.55	0.68	29.6
Approach			274	3.0	274	3.0	0.359	9.1	LOS A	1.7	44.4	0.65	0.55	0.68	29.4
West: Edwards Road															
5	L2	All MCs	9	3.0	9	3.0	0.429	8.2	LOS A	2.5	63.9	0.54	0.34	0.54	31.2
2	T1	All MCs	428	3.0	428	3.0	0.429	8.2	LOS A	2.5	63.9	0.54	0.34	0.54	31.7
12	R2	All MCs	3	3.0	3	3.0	0.429	8.2	LOS A	2.5	63.9	0.54	0.34	0.54	31.5
Approach			440	3.0	440	3.0	0.429	8.2	LOS A	2.5	63.9	0.54	0.34	0.54	31.7
All Vehicles			1464	3.0	1464	3.0	0.563	7.6	LOS A	5.2	132.3	0.36	0.22	0.36	31.5

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Options tab).
Roundabout LOS Method: Same as Sign Control.
Vehicle movement LOS values are based on average delay and v/c ratio (degree of saturation) per movement.
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
Intersection and Approach LOS values are based on average delay for all movements (v/c not used as specified in HCM 6).
Roundabout Capacity Model: US HCM 6.
Delay Model: HCM Delay Formula (Stopline Delay: Geometric Delay is not included).
Queue Model: SIDRA queue estimation methods are used for Back of Queue and Queue at Start of Gap.
Gap-Acceptance Capacity Formula: Siegloch M1 implied by US HCM 6 Roundabout Capacity Model.
HV (%) values are calculated for All Movement Classes of All Heavy Vehicle Model Designation.
Arrival Flows used in performance calculations are adjusted to include any Initial Queued Demand and Upstream Capacity Constraint effects.

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APPENDIX E

DRIVEWAY ANALYSIS

APPENDIX G

TURN LANE NEED AND LENGTH DETERMINATION

a. Right Turn Lanes

The potential need for right-turn lanes at the site access connections shall be evaluated based on guidelines provided in the Florida Department of Transportation's Driveway Handbook (March 2005). These guidelines are essentially based on roadway speed and type.

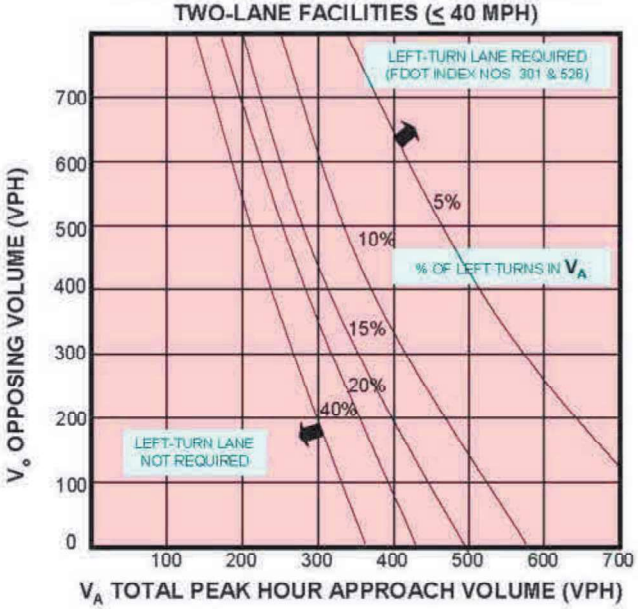
b. Left Turn Lanes

The need for left-turn lanes is typically evaluated based on research documented in National Cooperative Highway Research Program (NCHRP) Report 279 Intersection Channelization Design Guide. The curves included in this report are included below.

c. Deceleration and Storage Lengths

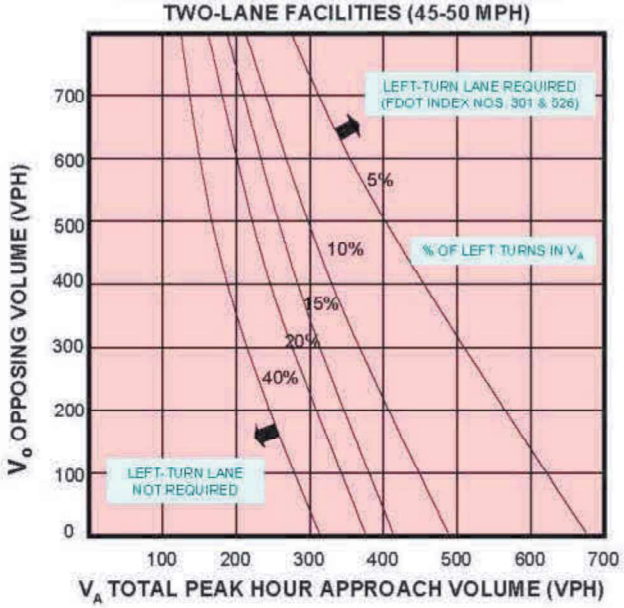
1) Deceleration length shall be based on Index 301 of FDOT's *Design Standards*.
2) Storage Length shall be based on 95th percentile queue estimates provided by the software used in the level of service computation.
3) The provision of deceleration and storage lengths may be modified or waived by the Local Government's Engineer or his/her designee if it is determined that due to site specific constraints, the implementation will not be feasible or practical.

GRAPH 2A. LEFT-TURN LANE WARRANTS – TWO-LANE FACILITIES (≤ 40 MPH)



Note: Left-turn lane not required when intersection of V_A and V_O is below the curve corresponding to the % of left turns in V_A.

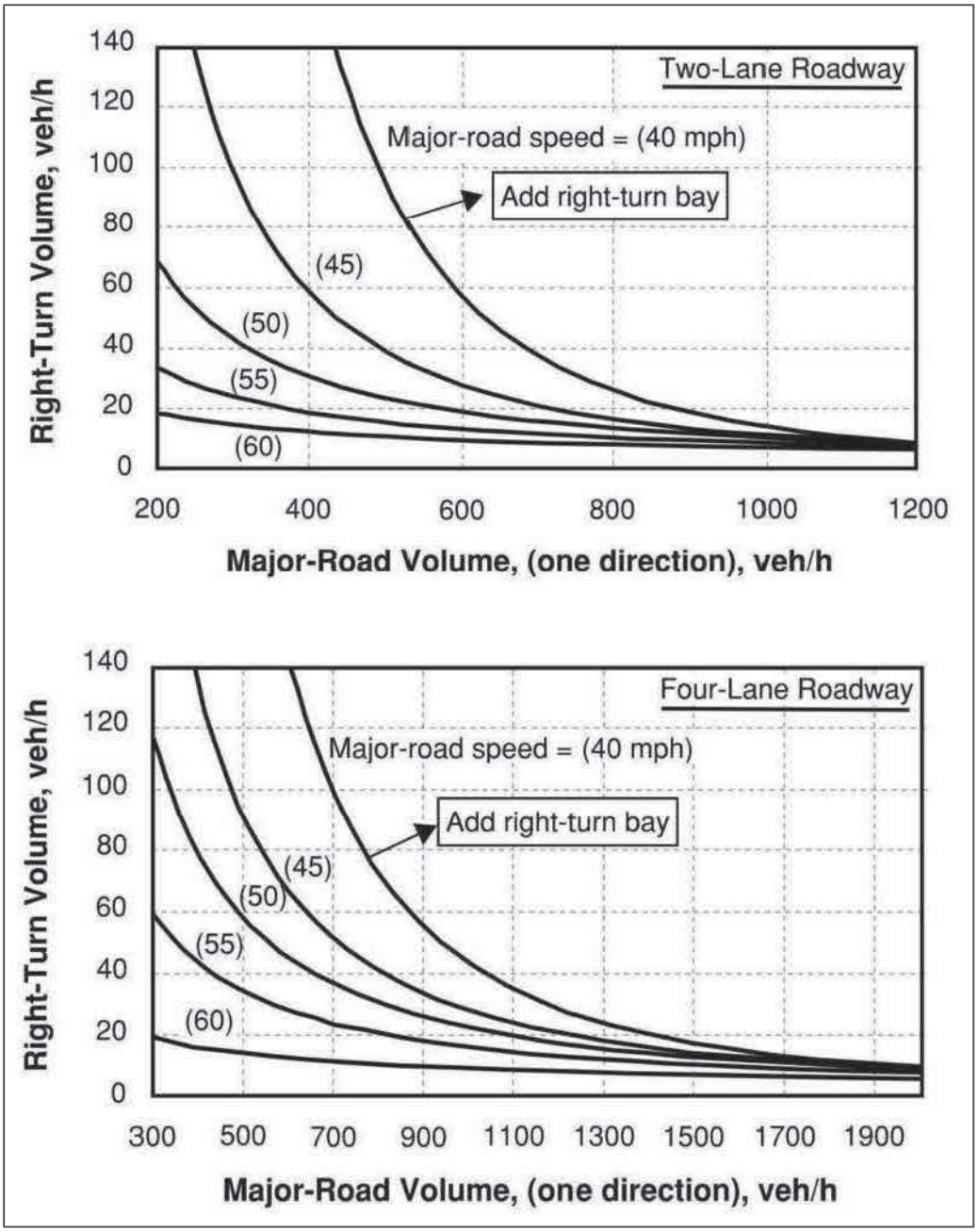
GRAPH 2B. LEFT-TURN LANE WARRANTS – TWO-LANE FACILITIES (45-50 MPH)



Note: Left-turn lane not required when intersection of V_A and V_O is below the curve corresponding to the % of left turns in V_A.

Graph 2A & 2B – Source: Derived from National Cooperative Highway Research Program Report #279.

Figure 74 | Recommended Guidelines for Exclusive Right-Turn Lanes to Unsignalized Driveway/Intersection



Source: NCHRP Report 457, TDOT Highway System Access Manual

HCS Two-Way Stop-Control Report

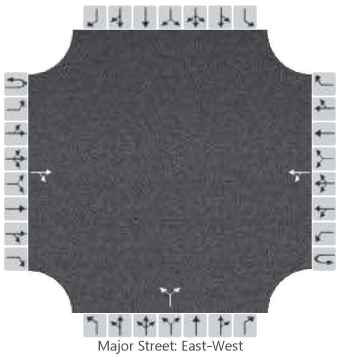
General Information

Analyst	KS
Agency/Co.	OREP
Date Performed	7/9/2024
Analysis Year	2027
Time Analyzed	AM Peak Hour
Intersection Orientation	East-West
Project Description	Project Buildout

Site Information

Intersection	Edwards and Project Driveway
Jurisdiction	St Lucie County
East/West Street	Edwards Road
North/South Street	Project Driveway
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	0	0
Configuration				TR		LT					LR					
Volume (veh/h)			520	8		5	495			24		16				
Percent Heavy Vehicles (%)						3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type | Storage			Undivided													

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.13				6.43		6.23				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						5					43					
Capacity, c (veh/h)						994					292					
v/c Ratio						0.01					0.15					
95% Queue Length, Q_{95} (veh)						0.0					0.5					
95% Queue Length, Q_{95} (ft)						0.0					12.8					
Control Delay (s/veh)						8.6	0.1				19.5					
Level of Service (LOS)						A	A				C					
Approach Delay (s/veh)					0.2				19.5							
Approach LOS					A				C							

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HCS Two-Way Stop-Control Report

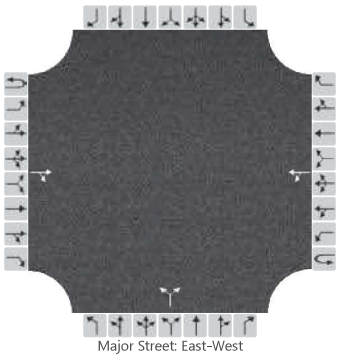
General Information

Analyst	KS
Agency/Co.	OREP
Date Performed	7/9/2024
Analysis Year	2027
Time Analyzed	PM Peak Hour
Intersection Orientation	East-West
Project Description	Project Buildout

Site Information

Intersection	Edwards and Project Driveway
Jurisdiction	St Lucie County
East/West Street	Edwards Road
North/South Street	Project Driveway
Peak Hour Factor	0.92
Analysis Time Period (hrs)	0.25

Lanes



Major Street: East-West

Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	0	0
Configuration				TR		LT					LR					
Volume (veh/h)			406	22		15	505			16		10				
Percent Heavy Vehicles (%)						3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type | Storage			Undivided													

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.13				6.43		6.23				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						16					28					
Capacity, c (veh/h)						1091					323					
v/c Ratio						0.01					0.09					
95% Queue Length, Q_{95} (veh)						0.0					0.3					
95% Queue Length, Q_{95} (ft)						0.0					7.7					
Control Delay (s/veh)						8.4	0.2				17.2					
Level of Service (LOS)						A	A				C					
Approach Delay (s/veh)					0.4				17.2							
Approach LOS					A				C							

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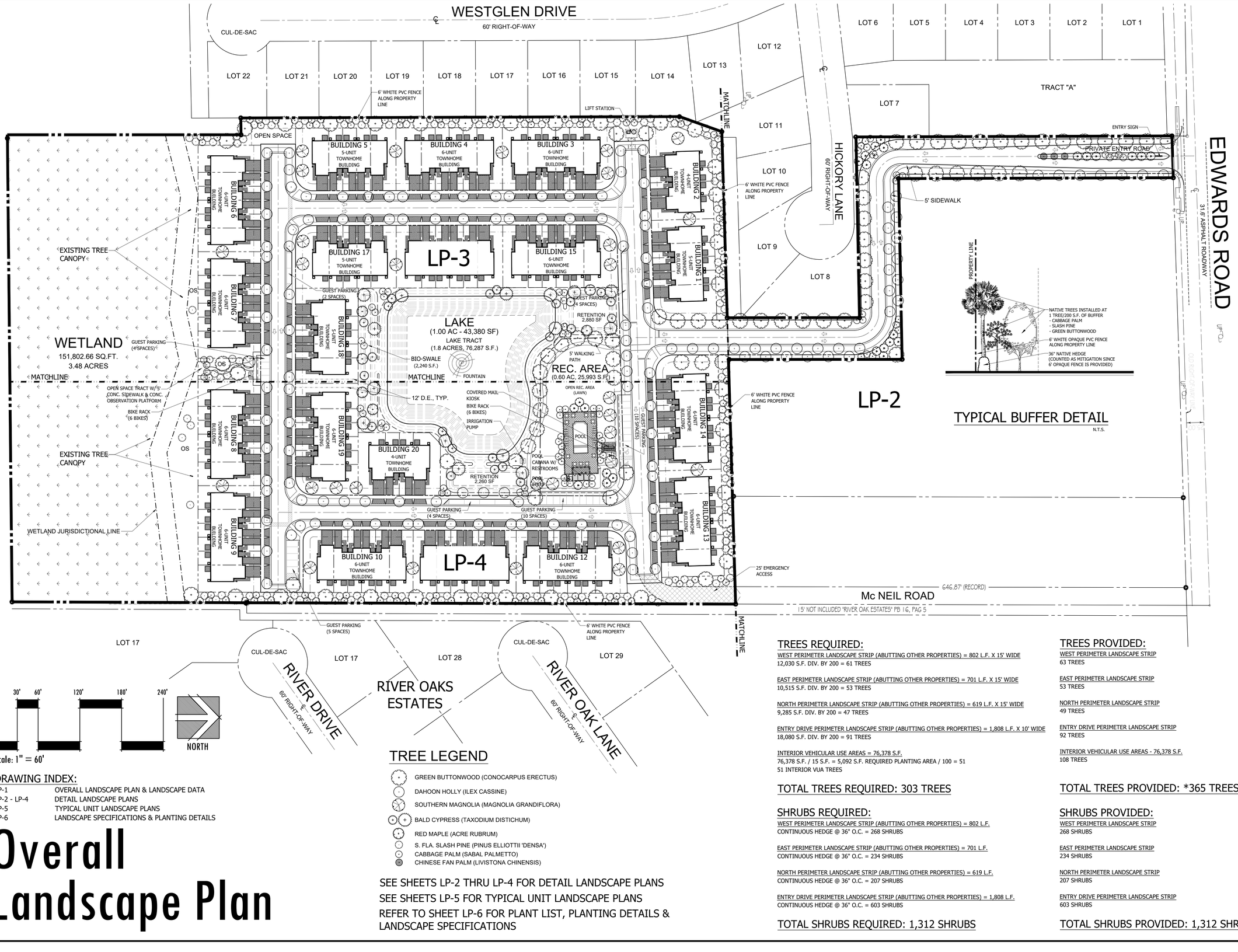

Scale: 1" = 60'

DRAWING INDEX:

LP-1	OVERALL LANDSCAPE PLAN & LANDSCAPE DATA
LP-2 - LP-4	DETAIL LANDSCAPE PLANS
LP-5	TYPICAL UNIT LANDSCAPE PLANS
LP-6	LANDSCAPE SPECIFICATIONS & PLANTING DETAILS

Overall Landscape Plan

TREE LEGEND

- GREEN BUTTONWOOD (CONOCARPUS ERECTUS)
- DAHOON HOLLY (ILEX CASSINE)
- SOUTHERN MAGNOLIA (MAGNOLIA GRANDIFLORA)
- BALD CYPRESS (TAXODIUM DISTICHUM)
- RED MAPLE (ACRE RUBRUM)
- S. FLA. SLASH PINE (PINUS ELLIOTTII 'DENSA')
- CABBAGE PALM (SABAL PALMETTO)
- CHINESE FAN PALM (LIVISTONA CHINENSIS)

SEE SHEETS LP-2 THRU LP-4 FOR DETAIL LANDSCAPE PLANS
SEE SHEETS LP-5 FOR TYPICAL UNIT LANDSCAPE PLANS
REFER TO SHEET LP-6 FOR PLANT LIST, PLANTING DETAILS & LANDSCAPE SPECIFICATIONS

TREES REQUIRED:

WEST PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES) = 802 L.F. X 15' WIDE
12,030 S.F. DIV. BY 200 = 61 TREES

EAST PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES) = 701 L.F. X 15' WIDE
10,515 S.F. DIV. BY 200 = 53 TREES

NORTH PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES) = 619 L.F. X 15' WIDE
9,285 S.F. DIV. BY 200 = 47 TREES

ENTRY DRIVE PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES) = 1,808 L.F. X 10' WIDE
18,080 S.F. DIV. BY 200 = 91 TREES

INTERIOR VEHICULAR USE AREAS = 76,378 S.F.
76,378 S.F. / 15 S.F. = 5,092 S.F. REQUIRED PLANTING AREA / 100 = 51
51 INTERIOR VUA TREES

TOTAL TREES REQUIRED: 303 TREES

TREES PROVIDED:

WEST PERIMETER LANDSCAPE STRIP
63 TREES

EAST PERIMETER LANDSCAPE STRIP
53 TREES

NORTH PERIMETER LANDSCAPE STRIP
49 TREES

ENTRY DRIVE PERIMETER LANDSCAPE STRIP
92 TREES

INTERIOR VEHICULAR USE AREAS - 76,378 S.F.
108 TREES

TOTAL TREES PROVIDED: *365 TREES

SHRUBS REQUIRED:

WEST PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES) = 802 L.F.
CONTINUOUS HEDGE @ 36" O.C. = 268 SHRUBS

EAST PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES) = 701 L.F.
CONTINUOUS HEDGE @ 36" O.C. = 234 SHRUBS

NORTH PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES) = 619 L.F.
CONTINUOUS HEDGE @ 36" O.C. = 207 SHRUBS

ENTRY DRIVE PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES) = 1,808 L.F.
CONTINUOUS HEDGE @ 36" O.C. = 603 SHRUBS

TOTAL SHRUBS REQUIRED: 1,312 SHRUBS

SHRUBS PROVIDED:

WEST PERIMETER LANDSCAPE STRIP
268 SHRUBS

EAST PERIMETER LANDSCAPE STRIP
234 SHRUBS

NORTH PERIMETER LANDSCAPE STRIP
207 SHRUBS

ENTRY DRIVE PERIMETER LANDSCAPE STRIP
603 SHRUBS

TOTAL SHRUBS PROVIDED: 1,312 SHRUBS

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Project Name

Sunset Gardens

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Landscape Architect of Record

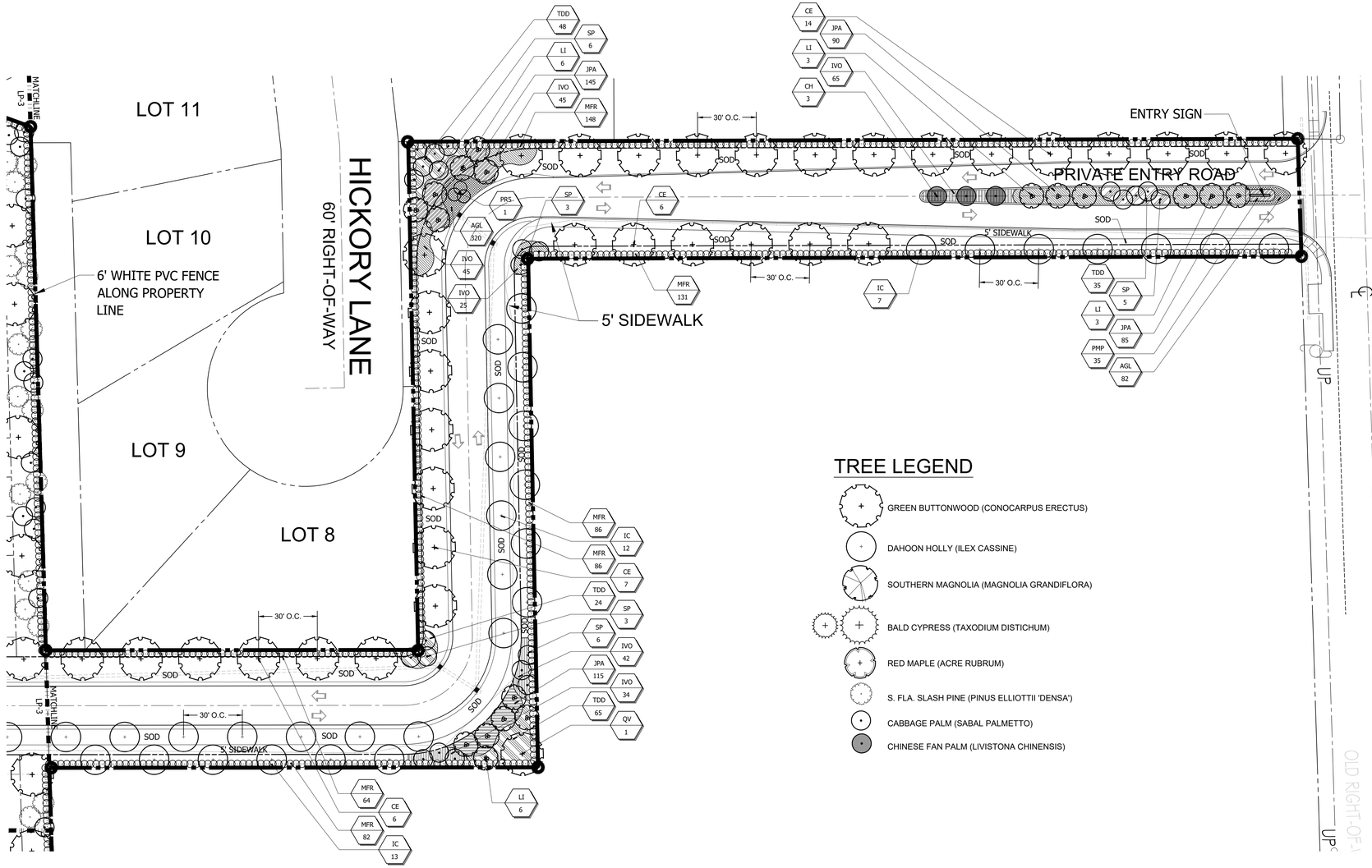
REGISTERED LANDSCAPE ARCHITECT
JASON M. LITTERICK
LA 0001677
STATE OF FLORIDA

Jason M. Litterick, RLA
(LA0001677)

Scale: 1" = 60'-0"

Designed:	JML
Drawn:	JML
Approved:	JML
Date:	2/14/25
Job no.	
Revisions:	

Sheet No.
LP-1



TREE LEGEND

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- CHINESE FAN PALM (LIVISTONA CHINENSIS)

REFER TO SHEET LP-6 FOR PLANT LIST, PLANTING DETAILS & LANDSCAPE SPECIFICATIONS

Landscape Plan

0 15' 30' 60' 90' 120'

Scale: 1" = 30'

NORTH

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Scale: 1" = 30'-0"

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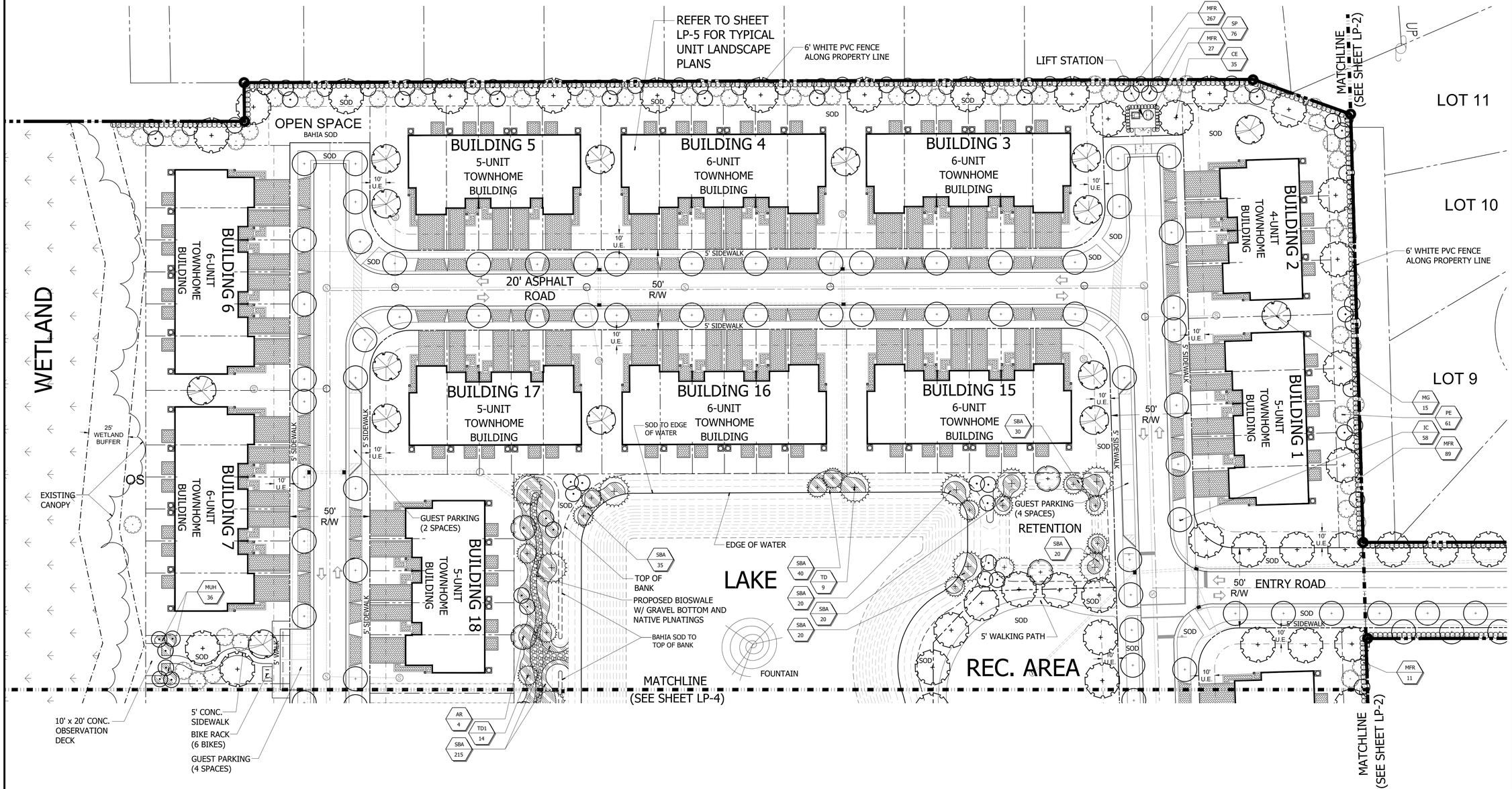
LP-2



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REFER TO SHEET LP-6 FOR PLANT LIST, PLANTING DETAILS & LANDSCAPE SPECIFICATIONS

Landscape Plan

0 15' 30' 60' 90' 120'

Scale: 1" = 30'

NORTH

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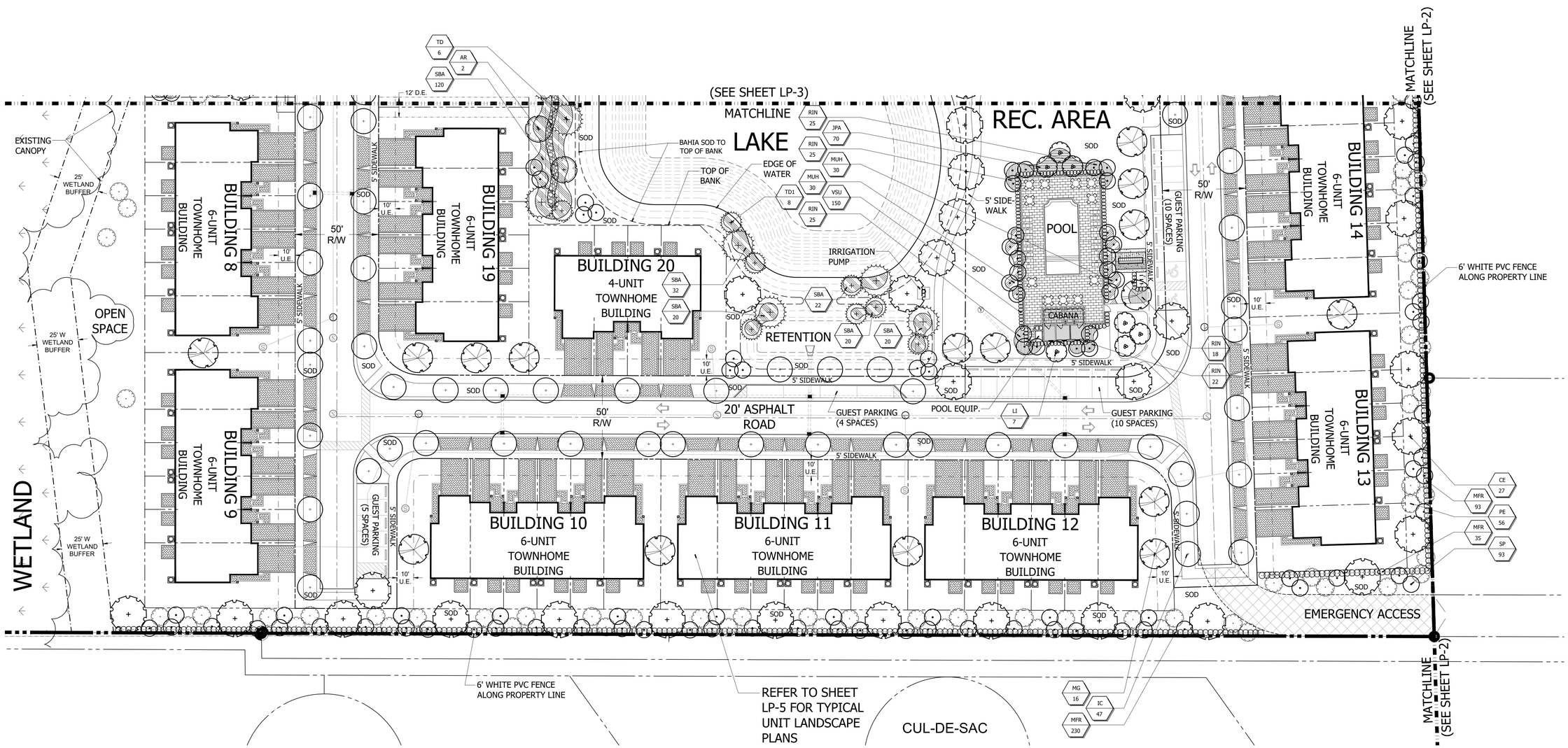
Sheet No.

LP-3



TREE LEGEND

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- CHINESE FAN PALM (LIVISTONA CHINENSIS)

REFER TO SHEET LP-6 FOR PLANT LIST, PLANTING DETAILS & LANDSCAPE SPECIFICATIONS

Landscape Plan

0 15' 30' 60' 90' 120'

Scale: 1" = 30'

NORTH

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Scale: 1" = 30'-0"

Designed:	JML
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Approved:	JML
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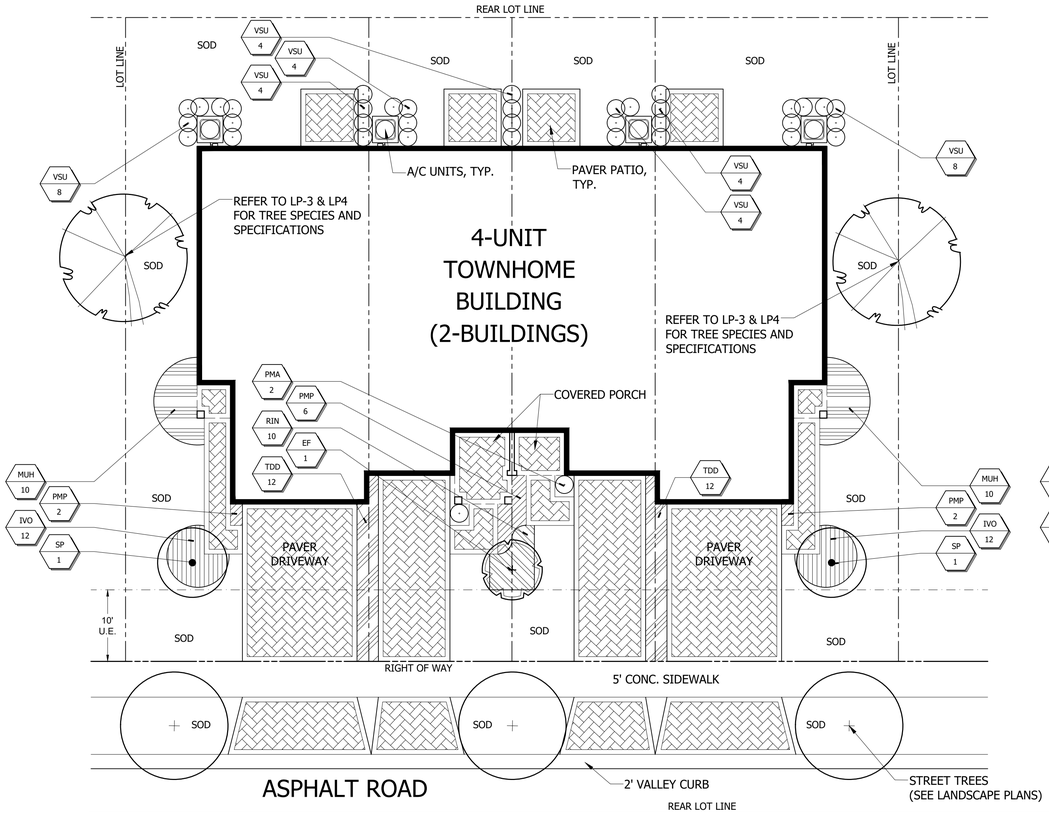
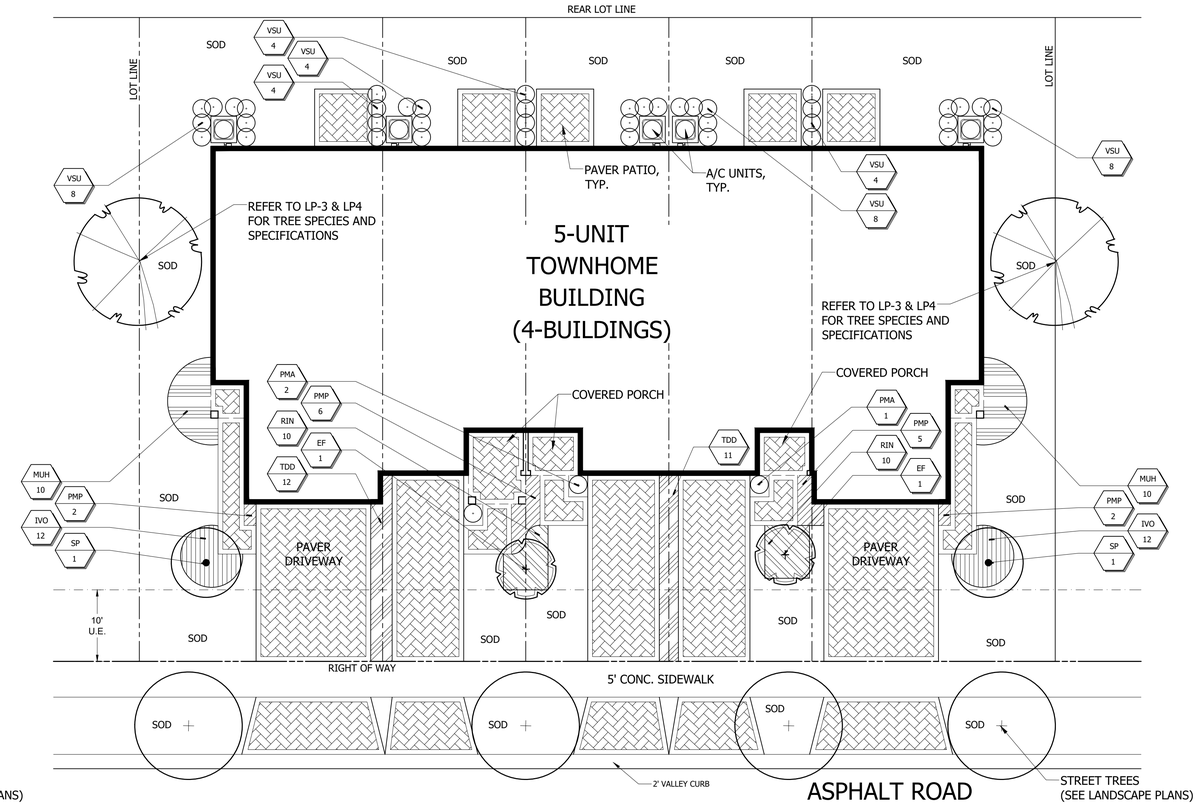
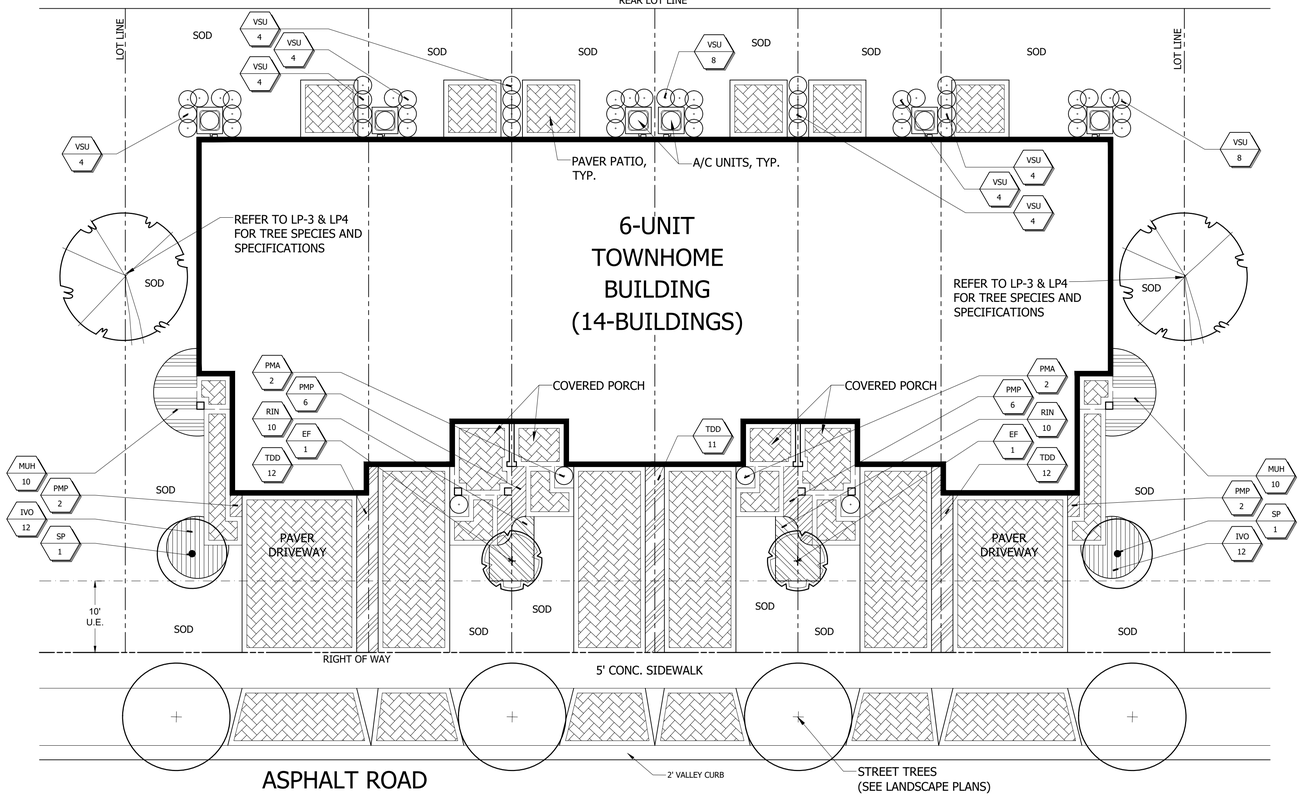
Sheet No.

LP-4







PLANT LIST (TYPICAL UNIT LANDSCAPE PLANS)

	SYM	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	SPR.	NOTES:
* V	EF	38	EUGENIA FOETIDA	SPANISH STOPPER	12' O.A.	5'	FULL & THICK, SINGLE TRUNK, TREE FORM
* V	SP	40	SABAL PALMETTO	CABBAGE PALM	10-18' C.T.	N/A	SLICK TRUNK, HURRICANE CUT, STAGGER HEIGHTS

TOTAL TREES PROVIDED: 51 TREES (38 TREES + 40 CABBAGE PALMS @ 3:1)

	SYM	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	NOTES:
* V	TDD	630	TRIPSACUM FLORIDANA	FLORIDA GAMA GRASS	#3, 16" O.A.	30" O.C.	FULL & THICK
V	PMA	72	PODOCARPUS MACROPHYLLUS	JAPANESE YEW	#7, 36" O.A.	24" O.C.	FULL & THICK
M	PMP	304	PODOCARPUS MACROPHYLLUS 'PRINGLES'	DWF. PODOCARPUS	#7, 16" X 16"	24" O.C.	FULL & THICK
M	RIN	1278	RAPHIOLEPIS INDICA	INDIAN HAWTHORN	#3, 16" X 16"	24" O.C.	FULL & THICK
M	JPA	1120	JUNIPERUS CHINENSIS 'PARSONII'	PARSON'S JUNIPER	#3, 16" SPD.	24" O.C.	FULL & THICK
* V	MUH	1170	MUHLENBERGIA CAPILARIS	MUHLY GRASS	#3, 18" O.A.	30" O.C.	FULL & THICK
M	VSU	1584	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	#3, 24" O.A.	24" O.C.	FULL & THICK

* ASTERISK DENOTES NATIVE PLANT MATERIAL
V INDICATES VERY DROUGHT TOLERANT PLANT MATERIAL
M INDICATES MODERATELY DROUGHT TOLERANT PLANT MATERIAL

SOD: ST. AUGUSTINE 'FLORITAM' (BAHIA WHERE NOTED)
MULCH: 3" SHREDDED MELALEUCA MULCH (OR APPROVED RECYCLED MULCH) TO BE APPLIED TO ALL PLANTING BEDS.

IRRIGATION NOTE:
ALL NEW LANDSCAPE AREAS SHALL BE RECEIVE 100% OVERLAP COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM EQUIPPED WITH A RAIN SENSOR.

IRRIGATION WATER SOURCE: LAKE & RECHARGE WELL

REFER TO SHEET LP-6 FOR LANDSCAPE SPECIFICATION & PLANTING DETAILS

Typical Unit Landscape Plan

0 5' 10' 20' 30' 40'
Scale: 1" = 10'

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Landscape Architect of Record

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Jason M. Litterick, RLA
(LA0001677)

Scale: 1" = 10'-0"

Designed:	JML
Drawn:	JML
Approved:	JML
Date:	2/14/25
Job no.	
Revisions:	

Sheet No.
LP-5

PLANT LIST (LP-2 & LP-4)

NOTE: DOES NOT INCLUDE PLANTS SPECIFIED ON SHEET LP-5, TYPICAL UNIT LANDSCAPE PLAN

TREES & PALMS

	SYM	QTY.	BOTANICAL NAME	COMMON NAME	HEIGHT	SPR.	NOTES:
* V	PE	117	PINIS ELLIOTTII 'DENSA'	S. FLA. SLASH PINE	12' O.A., 2.5" DBH	5'	FULL & THICK, SINGLE TRUNK
* V	SP	195	SABAL PALMETTO	CABBAGE PALM	10-18' C.T.	N/A	SLICK TRUNK, HURRICANE CUT, STAGGER HEIGHTS
* V	MG	31	MAGNOLIA GRANDIFLORA 'D.D. BLANCHARD'	SOUTHERN MAGNOLIA	14' O.A., 3" DBH	6'	FULL & THICK TO GROUND
* V	TD	15	TAXODIUM DISTICHUM	BALD CYPRESS	8' O.A., 1.5" DBH	4'	FULL & THICK, SINGLE TRUNK
* V	TD1	22	TAXODIUM DISTICHUM	BALD CYPRESS	12' O.A., 2.5" DBH	5'	FULL & THICK, SINGLE TRUNK
* V	IC	137	ILEX CASSINE	DAHOON HOLLY	12' O.A., 2.5" DBH	5'	FULL & THICK, SINGLE TRUNK
* V	CE	98	CONOCARPUS ERECTUS	GREEN BUTTONWOOD	12' O.A., 2.5" DBH	5'	FULL & THICK
M	LI	25	LAGERSTROEMIA INDICA 'MUSKOGEE'	CRAPE MYRTLE	12-14' O.A.	5'	FULL & THICK, MULTI-TRUNK, 5' C.T.
M	CH	3	LIVISTONA CHINENSIS	CHINESE FAN PALM	10' C.T.	N/A	FULL & THICK, MATCHED
* V	AR	6	ACER RUBRUM	RED MAPLE	12' O.A., 2.5" DBH	5'	FULL & THICK
M	PR5	1	PHOENIX ROEBELENII	PYGMY DATE PALM (5 STEM)	7-8' O.A.	N/A	FULL & THICK, 5 STEM SPECIMEN

A) # OF TREES PROVIDED: 436 TREES
B) # OF PALMS PROVIDED: 198 PALMS = 66 TREES (3 PALMS = 1 TREE)
C) # OF SMALL TREES PROVIDED: 15 SM. TREES = 5 TREES (3 SM. TREES = 1 TREE)
D) # OF LOT TREES PROVIDED (LP-5): 51 TREES
E) TOTAL # OF "TREES" PROVIDED (A + B + C + D): 558 TREES
F) TOTAL # OF REQUIRED "TREES" (PER LP-1): 303 TREES
G) ADDITIONAL "TREES" PROVIDED (C - D): *255 TREES

*THE ADDITIONAL 255 TREES OR 637.5' (255 X 2.5"/TREE) TO BE CONSIDERED MITIGATION (SEE TD-1)

SHRUBS & GROUNDCOVERS

	SYM	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	NOTES:
* V	TDD	172	TRIPSACUM FLORIDANA	FLORIDA GAMA GRASS	#3, 16" O.A.	30" O.C.	FULL & THICK
* V	SBA	634	SPARTINA BAKERI	SAND CORDGRASS	#3, 20" O.A.	36" O.C.	FULL & THICK
M	PMP	35	PODOCARPUS MACROPHYLLUS 'PRINGLES'	DWF. PODOCARPUS	#7, 16" X 16"	24" O.C.	FULL & THICK
* V	IVO	256	ILEX VOMITORIA	DWF. YAUPON HOLLY	#3, 14" X 14"	24" O.C.	FULL & THICK
* V	MFR	1349	MYRCIANTHES FRAGRANS	SIMPSON STOPPER	#7, 36" O.A.	36" O.C.	FULL & THICK
* V	MUH	96	MUHLENBERGIA CAPILARIS	MUHLY GRASS	#3, 18" O.A.	30" O.C.	FULL & THICK
M	VSU	100	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	#3, 24" O.A.	24" O.C.	FULL & THICK
M	AGL	402	ARACHIS GLABRA	PERENNIAL PEANUT	#3, 12" SPD.	12" O.C.	FULL & THICK
M	RIN	115	RAPHIOLEPIS INDICA	INDIAN HAWTHORN	#3, 16" X 16"	24" O.C.	FULL & THICK
M	JPA	505	JUNIPERUS CHINENSIS 'PARSONII'	PARSON'S JUNIPER	#3, 16" SPD.	24" O.C.	FULL & THICK

* ASTERISK DENOTES NATIVE PLANT MATERIAL
V INDICATES VERY DROUGHT TOLERANT PLANT MATERIAL
M INDICATES MODERATELY DROUGHT TOLERANT PLANT MATERIAL

SOD: ST. AUGUSTINE 'FLORITAM' (BAHIA AS NOTED ON PLANS, RETENTION BANKS, OPEN SPACES & AT BOTTOM OF DRY RETENTION AREAS)
MULCH: 3" SHREDDED MELALEUCA MULCH (OR APPROVED RECYCLED MULCH) TO BE APPLIED TO ALL PLANTING BEDS.

IRRIGATION NOTE:
ALL NEW LANDSCAPE AREAS SHALL BE RECEIVE 100% OVERLAP COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM EQUIPPED WITH A RAIN SENSOR.

IRRIGATION WATER SOURCE: LAKE AND RECHARGE WELL.

NATIVE TREES PROVIDED: 85%
NATIVE SHRUBS & GROUNDCOVERS PROVIDED: 75%

LANDSCAPE NOTES

1. ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY 'GRADES AND STANDARDS' LATEST EDITION.

2. ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF FT. PIERCE CODE.

3. THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS CHANGES WITHOUT THE AUTHORIZATION OF THE CITY OF FT. PIERCE, THE OWNER AND THE LANDSCAPE ARCHITECT.

4. THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

5. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.

6. ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.

7. ALL SOD SHALL BE STENOTAPHRUM SECONDATUM 'FLORITAM' (ST. AUGUSTINE SOD), UNLESS OTHERWISE NOTED.

8. ALL VEGETATION SHALL BE SELECTED AND POSITIONED SO THAT IT DOES NOT PRESENT OBSTRUCTIONS TO THE LINE OF SIGHT AT INTERSECTIONS PURSUANT TO FLORIDA DEPARTMENT OF TRANSPORTATION SIGHT LINE GUIDELINES.

9. CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 30" AND 8' WITHIN SIGHT VISIBILITY TRIANGLES. 10' X 10' SIGHT VISIBILITY TRIANGLES SHALL BE PROVIDED AT THE INTERSECTIONS WITH THE PUBLIC RIGHT OF WAY. IN ADDITION, ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FDOT INDEX 546.

10. ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS, EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN NATIVE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.

11. ALL PROPOSED LANDSCAPE AREAS SHALL RECEIVE 100% OVERLAP COVERAGE FROM A FULLY AUTOMATIC IRRIGATION SYSTEM EQUIPPED WITH A RAIN SENSING DEVICE ACCORDING TO LOCAL AND STATE CODES. IRRIGATION WATER SHALL BE PULLED FROM A WELL SOURCE AND CITY WATER WILL BE USED AROUND BUILDING.

12. ALL ABOVE GROUND UTILITIES SHALL BE SCREENED FROM VIEW ON THREE SIDES WITH AN APPROPRIATE HEDGE MATERIAL. HEIGHT OF PLANT MATERIAL AT TIME OF INSTALLATION SHALL BE AT LEAST AS TALL AS THE UTILITY BEING SCREENED AND SHALL BE SPACED APPROPRIATELY IN ORDER TO PROVIDE COMPLETE SCREENING OF UTILITY WITHIN ONE YEAR OF INSTALLATION.

13. ALL TREES NOT LOCATED WITHIN A LANDSCAPE BED SHALL RECEIVE A 4-5' DIA. MULCH RING.

14. ALL EXOTIC AND NUISANCE VEGETATION SHALL BE REMOVED FROM SUBJECT PROPERTY PRIOR TO ANY CERTIFICATE OF OCCUPANCY.

15. TREES ARE TO BE INSTALLED WITH A 10' SEPARATION FROM FROM ANY WATER OR SEWER MAIN AND/OR SERVICE, HYDRANTS, AND LIFT STATIONS. IF A 10' SEPARATION CANNOT BE ACHIEVED, THE TREE CAN BE INSTALLED WITH A ROOT BARRIER SYSTEM. HOWEVER IN NO CASE SHALL A TREE ENCROACH CLOSER THAT 5' WITH A ROOT BARRIER PRESENT. ONLY SOD CAN BE INSTALLED WITHIN 7.5' OF A FIRE HYDRANT UNLESS OTHERWISE APPROVED BY THE FIRE MARSHALL.

16. ALL PLANT MATERIAL SHALL BE INSTALLED AT THE HEIGHT, SPREAD AND DBH SHOWN ON THE PLANT LIST, CONTAINER SIZES ARE GIVEN AS A SUGGESTION ONLY.

PLANTING SPECIFICATIONS

1. SCOPE OF WORK

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

2. QUALITY ASSURANCE

LANDSCAPE CONTRACTOR MUST BE REGULARLY ENGAGED IN THE INSTALLATION OF LIVING PLANT MATERIAL. LABOR CREWS SHALL BE CONTROLLED AND DIRECTED BY A LANDSCAPE FOREMAN WELL VERSED IN LANDSCAPE INSTALLATION, PLANT MATERIALS, READING PLANS AND COORDINATION BETWEEN THE JOB AND NURSERY.

THE LANDSCAPE CONTRACTOR AND IRRIGATION CONTRACTOR SHALL REVIEW LAYOUT AND SCHEDULING PRIOR TO INSTALLATION OF MATERIAL. MINOR ADJUSTMENT TO IRRIGATION DESIGN MAY BE MADE IN RESPONSE TO THE NEEDS OF SPECIFIC PLANT MATERIAL. THE LANDSCAPE ARCHITECT MUST BE NOTIFIED OF SUCH CHANGES.

3. MATERIALS

PLANT SIZE AND QUALITY
PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS, NOMENCLATURE SHALL CONFORM TO STANDARD PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. TIGHTLY KNIT PLANT, SO TRAINED OR FAVORED IN ITS DEVELOPMENT THAT FIRST APPEARANCE IS UNQUESTIONABLE AND IT IS OUTSTANDINGLY SUPERIOR IN FORM, NUMBER OF BRANCHES, COMPACTNESS AND SYMMETRY. ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND FREE OF DISEASE AND INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES AND PALMS FOR PLANTING ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE LANDSCAPE ARCHITECT. THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY AND FLORIDA NUMBER 1. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT. ALL PLANTS SHALL BE FREE OF WEEDS OR ANY OTHER OBJECTIONABLE VEGETATION.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-RODTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

CONTAINER GROWN PLANTS SHALL HAVE A DEVELOPED ROOT STRUCTURE SO THAT THE ROOT MASS STAYS IN TACT WHEN REMOVED FROM CONTAINER. IN NO CASE SHALL THE PLANT CONTAIN CIRCLING ROOTS NOR BE ROOT-BOUND.

QUANTITIES
ALL QUANTITIES INDICATED ON THE PLANT LIST ARE INTENDED AS A GUIDE FOR THE BIDDERS AND DOES NOT RELIEVE THE BIDDER OF HIS RESPONSIBILITY TO DO A COMPREHENSIVE PLANT TAKE OFF. SHALL A DISCREPANCY OCCUR BETWEEN THE BIDDER'S TAKE OFF AN THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT IS TO BE NOTIFIED FOR CLARIFICATION PRIOR TO THE SUBMISSION OF THE BID.

MULCH
MULCH SHALL BE A SHREDDED VARIETY AS SPECIFIED IN THE PLANT LIST. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3" EXCEPT FOR THOSE SPECIFIC SITUATIONS SHOWN BELOW IN SECTION 4 AND IN PLANTING DETAILS.

FERTILIZER
FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF 'MILORGANITE' ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE-FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS. FERTILIZE ALL NEW PLANTINGS PER RATES SHOWN BELOW:

TREES:
FERTILIZE NEW TREES WITH 'MILORGANITE' AT THE FOLLOWING RATES:
- 8' AND SMALLER: 2-4 LBS.
- 8'-12' TALL: 4-6 LBS.
- 12' AND TALER: 6-8 LBS.

(3 CUPS = 1 LB.)

SHRUBS:
FERTILIZE NEW SHRUBS AND ACCENTS WITH 'MILORGANITE' AT THE FOLLOWING RATES:
- 4-6" POTS: ¦ CUP
- 1 GAL.: ¦ CUP
- 3 GAL.: 1 CUP
- 7-10 GAL.: 2 CUPS
- 15 GAL. AND GREATER: 3 CUPS

PALM TREES:
FERTILIZE NEW PALM TREES WITH A "PALM SPECIAL" FERTILIZER IN SLOW RELEASE FORM. FERTILIZER SHALL CONTAIN AN ADDITIONAL MAGNESIUM AND MICRO-NUTRIENT AMENDMENT

SOIL
PLANTING SOIL SHALL BE SANDY LOAM AND SHALL CONTAIN A 25% MINIMUM AMOUNT OF DECOMPOSED ORGANIC MATTER. PLANTING SOIL SHALL BE FREE OF CLAY, STONES, PLANTS, ROOTS AND OTHER FOREIGN MATERIALS WHICH MIGHT BE A HINDRANCE TO PLANTING OPERATIONS OR BE DETRIMENTAL TO GOOD PLANT GROWTH. SOIL SHALL BE DELIVERED IN A LOOSE FRIABLE CONDITION AND APPLIED IN ACCORDANCE WITH THE PLANTING SPECIFICATIONS.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

WATER
WATER FOR PLANTING WILL BE AVAILABLE AT THE SITE AND WILL BE PROVIDED BY THE OWNER. LANDSCAPE CONTRACTOR SHALL NOT ASSUME THAT THE IRRIGATION SYSTEM WILL BE OPERATIONAL AT THE TIME OF PLANTING. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO PROVIDE ALL THE REQUIRED WATER NECESSARY TO MAINTAIN THE PLANT MATERIAL IN A HEALTHY GROWING CONDITION. THE WATERING MAY INCLUDE DEEP WATERING OF TREES ANT THE WATERING OF SHRUB AND GROUND COVER AREAS. ANY PLANT MATERIALS THAT DIE OR THAT ARE NOT IN A HEALTHY GROWING CONDITION DUE TO LACK OF WATER SHALL BE REPLACED BY THE LANDSCAPE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

4. EXECUTION

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 9 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

AFTER FINAL SETTLING OF BALLED AND BURLAPED PLANTS, LOOSEN BURLAP WRAPPING EXPOSING THE TOP OF THE ROOTBALL, LEAVING THE BALL UNBROKEN. REMOVE EXCESS AMOUNTS OF BURLAP TO ELIMINATE VOIDS WHICH MAY BE CAUSED UPON DECOMPOSITION.

CONTAINER GROWN PLANTS SHALL, WHEN DELIVERED, SHALL HAVE SUFFICIENCY GROWTH TO HOLD EARTH INTACT WHEN REMOVED FROM CONTAINER AND SHALL NOT BE ROOT BOUND. PLANT PITS FOR CONTAINER MATERIALS SHALL BE FORMED FLAT ON THE BOTTOM TO AVOID AIR POCKETS AT THE BOTTOM OF ROOT BALLS AND CONTAINERS SHALL BE REMOVED CAREFULLY TO PREVENT DAMAGE TO THE PLANT OR ROOT SYSTEMS.

TEST TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. PITS WHICH ARE FOUND NOT TO BE ADEQUATELY DRAINING SHALL BE EXCAVATED TO A A DEPTH SUFFICIENT FOR DRAINAGE AND BACKFILLING WITH GRAVEL OR CRUSHED ROCK. NO ALLOWANCES WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE.

PLANTING BED PREPARATION
ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF TORPEDO GRASS (PANICUM REPENS) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.

PLANTING TREES

EXCAVATE PIT AS PER PLANTING DETAILS. COMPACT LAYER OF TOPSOIL IN PIT WITH A SLIGHTLY DISHED GRADE TO CENTER.

BACKFILL AROUND BALL WITH TOPSOIL AND SLIGHTLY COMPACT, WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 6" HIGH BERM OF TOPSOIL BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH.

PRUNE TREE TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE BACK TERMINAL LEADER.

GUY AND STAKE TREE IN ACCORDANCE WIT THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.

PLANTING SHRUBS

LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.

EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS AND 3" DEEPER THAN REQUIRED FOR POSITIONING AT PROPER HEIGHT. COMPACT A LAYER OF TOPSOIL IN BOTTOM BEFORE PLACING PLANTS. BACKFILL AROUND PLANTS WITH PLANTING MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHED AND BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.

PLANTING GROUND COVER

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILL TO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH. PURPLE QUEEN GROUNDCOVER, IF SPECIFIED, SHALL ONLY RECEIVE 1" OF MULCH.

DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

PLANTING SOD

SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING. SOD SHALL BE FIRM, TOUGH TEXTURE, HAVING A COMPACT GROWTH OF GRASS WITH GOOD ROOT DEVELOPMENT, AND SHALL CONTAIN NO BERMUDA GRASS, WEEDS OR ANY OTHER OBJECTIONABLE VEGETATION.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PROVIDED ON SITE OR IMPORTED TO FINISH DESIGN ELEVATIONS. IT SHALL BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO FINISH GRADE ALL LANDSCAPE AREAS, ELIMINATING ALL BUMPS, DEPRESSIONS, STICKS, STONES AND OTHER DEBRIS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP, STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED SOIL MIX INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

5. MISCELLANEOUS LANDSCAPE WORK

LANDSCAPE MAINTENANCE
MAINTAIN LANDSCAPE WORK IMMEDIATELY AFTER PLANTING AND UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOWING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.

IN THE EVENT OF SERIOUS DAMAGE FROM INSECTS OR DISEASE PRIOR TO FINAL ACCEPTANCE, THE PLANTS SHALL BE TREATED BY PREVENTATIVE OR REMEDIAL MEASURES APPROVED FOR GOOD HORTICULTURAL PRACTICE AT NO ADDITIONAL COST TO THE OWNER.

CLEAN UP
THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY HIS CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNIUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.

ANY SOIL, PEAT OR SIMILAR MATERIAL WHICH HAS BEEN BROUGHT ONTO ANY PAVED AREAS SHALL BE REMOVED PROMPTLY KEEPING THESE AREAS CLEAN AS THE WORK PROGRESSES. UPON COMPLETION OF THE PLANTING, ALL EXCESS SOIL, STONES AND DEBRIS WHICH HAS NOT BEEN PREVIOUSLY CLEANED UP SHALL BE REMOVED FROM THE SITE.

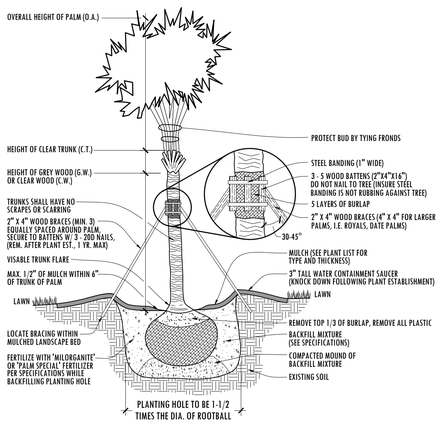
INSPECTION & ACCEPTANCE
THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT UPON COMPLETION OF THE WORK TO REQUEST A FINAL INSPECTION OF THE INSTALLATION AND PLANT MATERIALS. THE LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE WILL NOTIFY THE LANDSCAPE CONTRACTOR OF ANY DEFICIENCIES VIA A "PUNCH LIST" WHICH SHALL BE PROMPTLY CORRECTED BY THE LANDSCAPE CONTRACTOR. CONDITIONAL LANDSCAPE ACCEPTANCE OF ALL PLANT MATERIAL AND WORKMANSHIP WILL BE GIVEN IN WRITING BY THE LANDSCAPE ARCHITECT AFTER ALL "PUNCH LIST" ITEMS HAVE BEEN CORRECTED AND ANY PLANT REPLACEMENTS MADE. THIS ACCEPTANCE WILL BEGIN THE WARRANTEE PERIOD. DEFICIENCIES NOTED AFTER THE CONDITIONAL LANDSCAPE ACCEPTANCE SHALL BE RECTIFIED DURING THE WARRANTEE PERIOD AND PRIOR TO FINAL LANDSCAPE ACCEPTANCE.

GUARANTEE AND REPLACEMENT
ALL PLANT MATERIAL AND WORKMANSHIP SHALL BE GUARANTEED BY THE LANDSCAPE CONTRACTOR FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL LANDSCAPE ACCEPTANCE BY THE LANDSCAPE ARCHITECT. ANY PLANT MATERIAL OR WORKMANSHIP THAT IS DEFICIENT OR HAS DIED SHALL BE REPLACED AT THE SAME SPECIFICATION NOTED IN THE APPROVED LANDSCAPE PLANS. REPLACEMENTS SHALL BE MADE BY THE LANDSCAPE CONTRACTOR WITHIN TWO (2) WEEKS OF NOTIFICATION BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE AT NO ADDITIONAL COST TO THE OWNER. WARRANTEES OF REPLACEMENT MATERIAL SHALL BE SIX (6) MONTHS FROM THE DATE OF REPLACEMENT INSTALLATION. DEATH OR DAMAGE RESULTING FROM LIGHTNING, VANDALISM OR AUTOMOBILES OR BY NEGLIGENCE BY THE OWNER SHALL NOT BE THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR. UNLESS OTHERWISE ARRANGED WITH THE OWNER, THE CONTRACTOR IS RESPONSIBLE FOR GENERAL PLANT MAINTENANCE INCLUDING WATERING AND MOWING UP UNTIL THE DATE OF CONDITIONAL ACCEPTANCE.

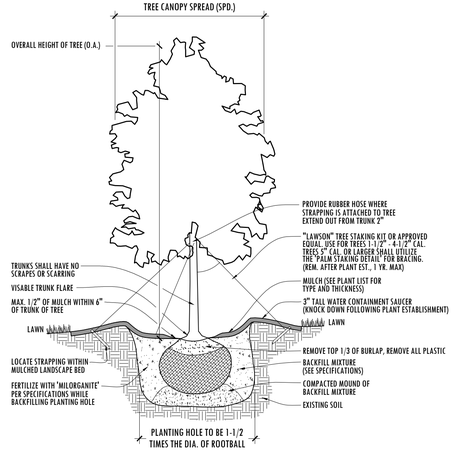
PLANT MATERIAL SUBSTITUTION

THERE WILL BE NO SUBSTITUTION OF PLANT MATERIAL UNLESS AUTHORIZED BY THE LANDSCAPE ARCHITECT AND/OR OWNER. THIS INCLUDES SPECIES AND SIZE OF PLANT MATERIAL.

PLANTING DETAILS



PALM PLANTING DETAIL


TREE CANOPY SPREAD (SPD.)
OVERALL HEIGHT OF TREE (O.A.)
PROVIDE RUBBER HOSE WHERE STRAPPING IS ATTACHED TO TREE EXTEND OUT FROM TRUNK 2"
"LAWSON" TREE STAKING KIT OR APPROVED EQUAL. USE FOR TREES 1-1/2" - 4-1/2" CAL. TREES 5" CAL. OR LARGER SHALL UTILIZE THE "PALM STAKING DETAIL" FOR BRACING. (REM. AFTER PLANT EST., 1 YR. MAX)
TRUNKS SHALL HAV

Advanced Restoration Ecology

4945-4963 Edwards Road

St Lucie County, FL

Environmental Assessment

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Prepared By:

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The environmental assessment report below has been compiled in accordance with the St Lucie County Development Review Division and previsions set forth by the state of Florida. The parcel is listed by the St Lucie County Property Appraiser as Parcel ID number 2430-244-0001-000-4, and 2430-243-0001-000-1 and is a total of 16.98 acres. The property is located at 4945-4963 Edwards Road, in Ft Pierce, Florida. The following report describes the findings of our recent on-site review and database research as it pertains to St Lucie County, and the State of Florida.

LAND USE RECORDS

The St Lucie County Property Appraiser's Report lists this property as 9900 Unclassified Agricultural and 0000 Vacant Residential.

SOIL COMPOSITION:

Based on a review of the United State Department of Agriculture's Web Soil Survey database the site's soils are comprised of the following:

Ankona and Farmton Sands - This soil is a nearly level, poorly drained soil in broad open areas of the flatwoods. The water table is typically at a depth of less than 10 inches for 2 to 4 months during wet seasons, and at a depth of 10 to 40 inches for 6 months or more receding to a greater depth during extended dry periods.

Riviera Fine Sand - This nearly level soil is poorly drained and has a surficial layer of dark gray sand about four inches thick. The water table is typically at less than 10 inches for two to four months of the year. The soil is well suited for pasture and hay crops. Natural vegetation includes slash pine, cabbage palm, wax myrtle, blue maidencane, broom sedge, pineland threeawn, cord grass, panicums and a variety of sedges. Riviera Fine Sands are loamy, silicious, nearly level and poorly drained soils that formed in beds of sandy and loamy marine sediments. These soils are on broad, low flats and in depressional areas. The water table is within a depth of 10 inches for 2 to 4 months in most years and between a depth of 10 and 30 inches for most of the rest of the year.

Fluvaquents, Frequently flooded - This very poorly drained, nearly level soil is on flood plains of rivers and creeks. Slopes are smooth to concave or convex and range from 0 to 2 percent. Color, texture, and thickness of the soil layersare variable within short distances. Texture ranges from sand to clay and thickness of layers ranges from 2 to 30 inches. Included with this soil in mapping are small areas of Chobee, Kaliga, Pompano, Riviera, and Winder soils. The included soils make up less than 30 percent of any mapped area. The water table in Fluvaquents is at a depth of less than 10 inches for 4 to 6 months and within a depth of 40 inches for 9 to 12 months. More than once every 2 years the soils are flooded for a period of 7 to 30 days. Available water capacity is medium to high in the loamy and clayey layers and low in the sandy layers. Permeability is rapid in the sandy layers and moderate to very slow in the loamy and clayey layers. Natural fertility and content of organic matter are low, but they vary. Natural vegetation is cabbage palms and wetland hardwoods and an understory of saw palmetto and herbaceous plants.

Winder Sand, depressional – This poorly drained, nearly level soil is in flatwoods areas. The surface layer is sand about 8 inches thick. The water table is at a depth of less than 10 inches for 1 to 4 months during the summer rainy season and between depths of 10 to 40 inches for 6 to 9 months in most years. Natural vegetation is open forest of second growth longleaf pine

or slash pine, and scattered to many cabbage palms. The understory is saw palmetto, running oak inkberry and fetterbush. Native grasses include threeawn and bluestem. This soil has high potential for dwellings without basements, small commercial buildings, local roads and streets.

Susanna and Wauchula Sand - Found on low ridges and in flats that border sloughs and depressional areas, the soil is poorly drained. The water level is at a depth of 10 to 40 inches for nine months in most years. The soil is well suited for improved pasture areas, but the potential is medium on this soil for pine trees.

WILDLIFE EVALUATION:

On April 27th, 2024, ARE conducted pedestrian transects across 100% of property looking for local, state and federally listed or endangered species present on the site. This survey primarily focused on the presence of gopher tortoise burrows or recent activity. During the pedestrian transects of the property, gopher tortoise activity was not observed on site, nor were any other listed plant or animal species were observed on site during the site visit.

NATIVE H ABIT AT

The site investigation conducted by ARE, Inc. did not native upland habitat on the site. Species observed during the site reconnaissance included the following:

Bahia Grass (Paspalum notatum)	Laurel Oak (Quercus laurifolia)
Brazilian pepper (*Schinus terbinthifolius)*	Wax Myrtle (*Morella cerifera*)

WETLAND DELINEATION:

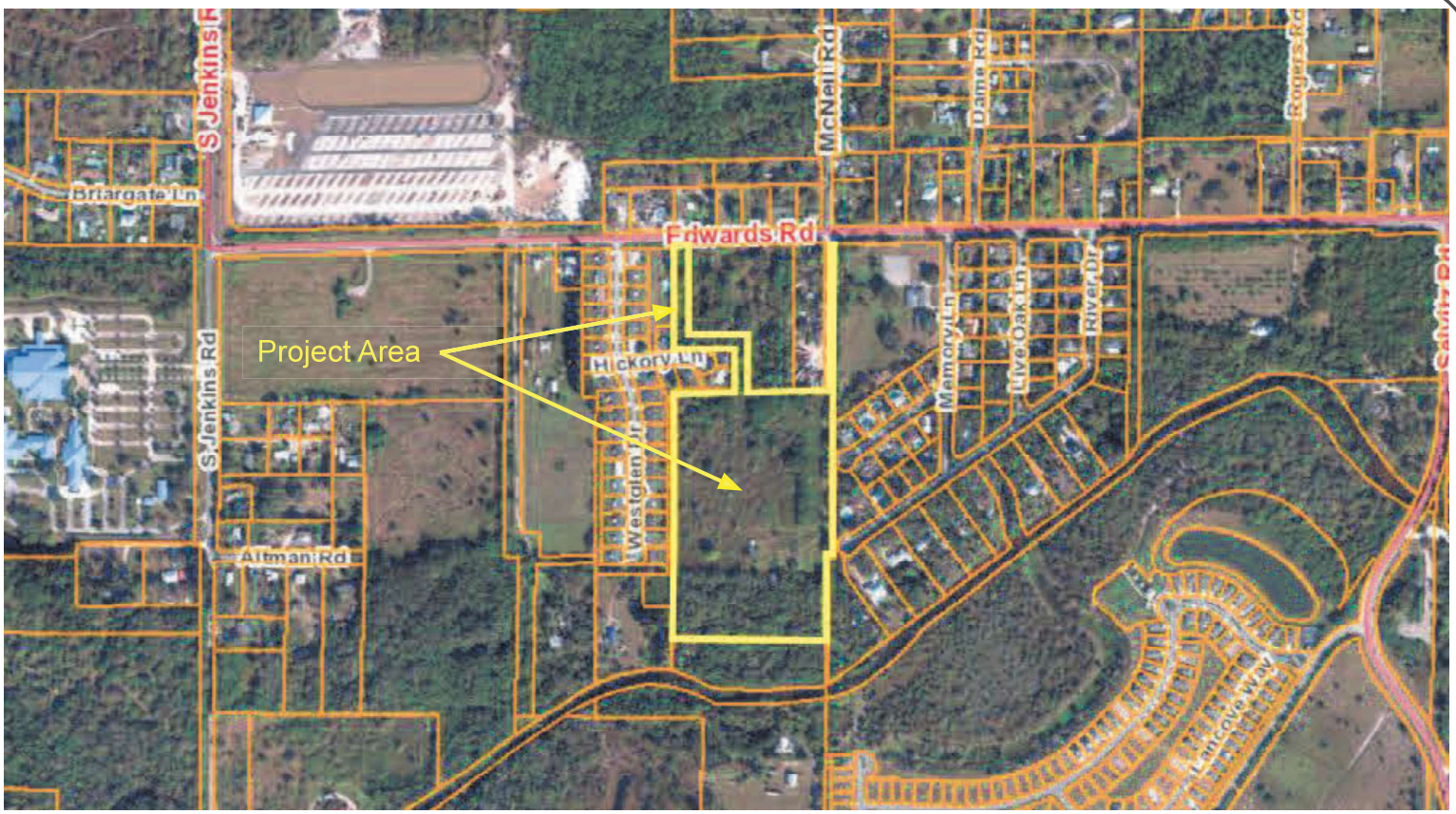
Based on the State definition of a wetland in 62-340 FAC, there are three components: hydric soils, wetland plants, and hydrologic indicators. These factors listed were all present during the site investigation. ARE concludes this property does likely include state and federally jurisdictional wetlands on site in its current configuration.

COUNTY REQUIREMENTS

The County will require proof of a completed gopher tortoise survey by a licensed agent. Please submit this document with any applications to use as the needed verification of a 100% gopher tortoise survey has been completed on the site. Per FWC regulations a gopher tortoise survey is good for 90 days, and any clearing must have a valid survey prior to commencement. The County will not authorize/issue any permitting without a current gopher tortoise survey and a tree survey.

CONCLUSION:

Based on City requirements, ARE, Inc. conducted a site investigation throughout the property to survey for the presence of any listed plant or animal species. Gopher Tortoise burrows were not observed on site, and no other State or Federally listed species were observed on the property during the site visit. A 100% gopher tortoise survey of the property was conducted and completed by an FWC licensed gopher tortoise agent during the site investigation. Native habitat was determined not to be on site. It is the professional opinion of ARE, Inc. that there are likely both State and Federally jurisdictional wetlands on the site as the site's characteristics do meet the minimum thresholds required for wetland classification.



4/27/2024

Location Map

Map Source: St Lucie County

N

4945-4963 Edwards Road
Ft Pierce, FL

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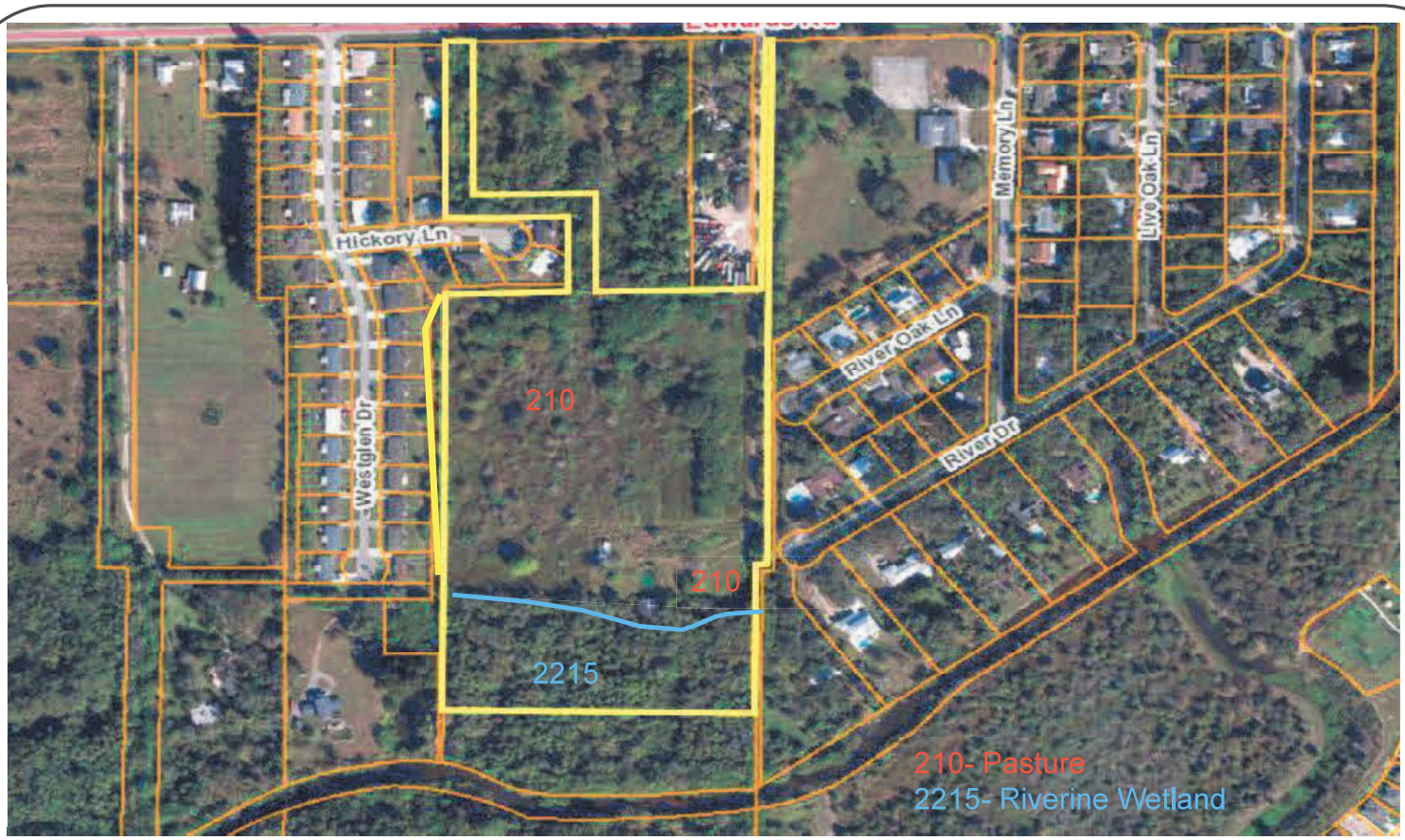

4/27/2024

FLUCCS Map

Map Source: St Lucie County

N

4945-4963 Edwards Road
Ft Pierce, FL

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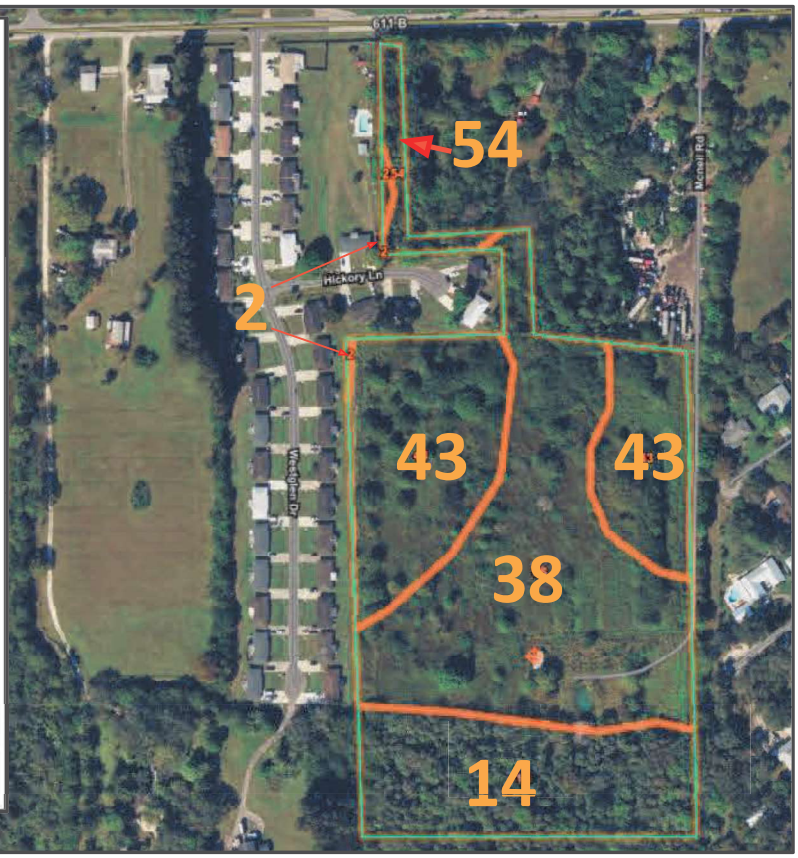
St. Lucie County, Florida (FL111)

St. Lucie County, Florida (FL111)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Ankona and Farmton sands	0.1	0.4%
14	Fluvaquents, frequently flooded	3.9	22.2%
38	Riviera fine sand, 0 to 2 percent slopes	7.0	43.5%
43	Susanna and Wauchula sands	5.4	30.7%
54	Winder sand, frequently ponded, 0 to 1 percent slopes	0.6	3.2%
Totals for Area of Interest		16.9	**100.0%**



4/27/2024

Soil Map

Map Source: St Lucie County

N

4945-4963 Edwards Road
Ft Pierce, FL

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NOTE:
CUSTOM SHADE STRUCTURE TO BE DETAILED & SPECIFIED AT TIME OF BUILDING PERMIT.

COVERED MAIL ZIOSK DETAIL

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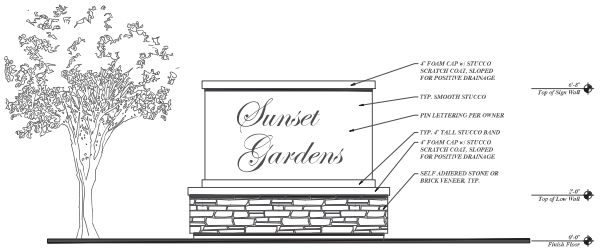
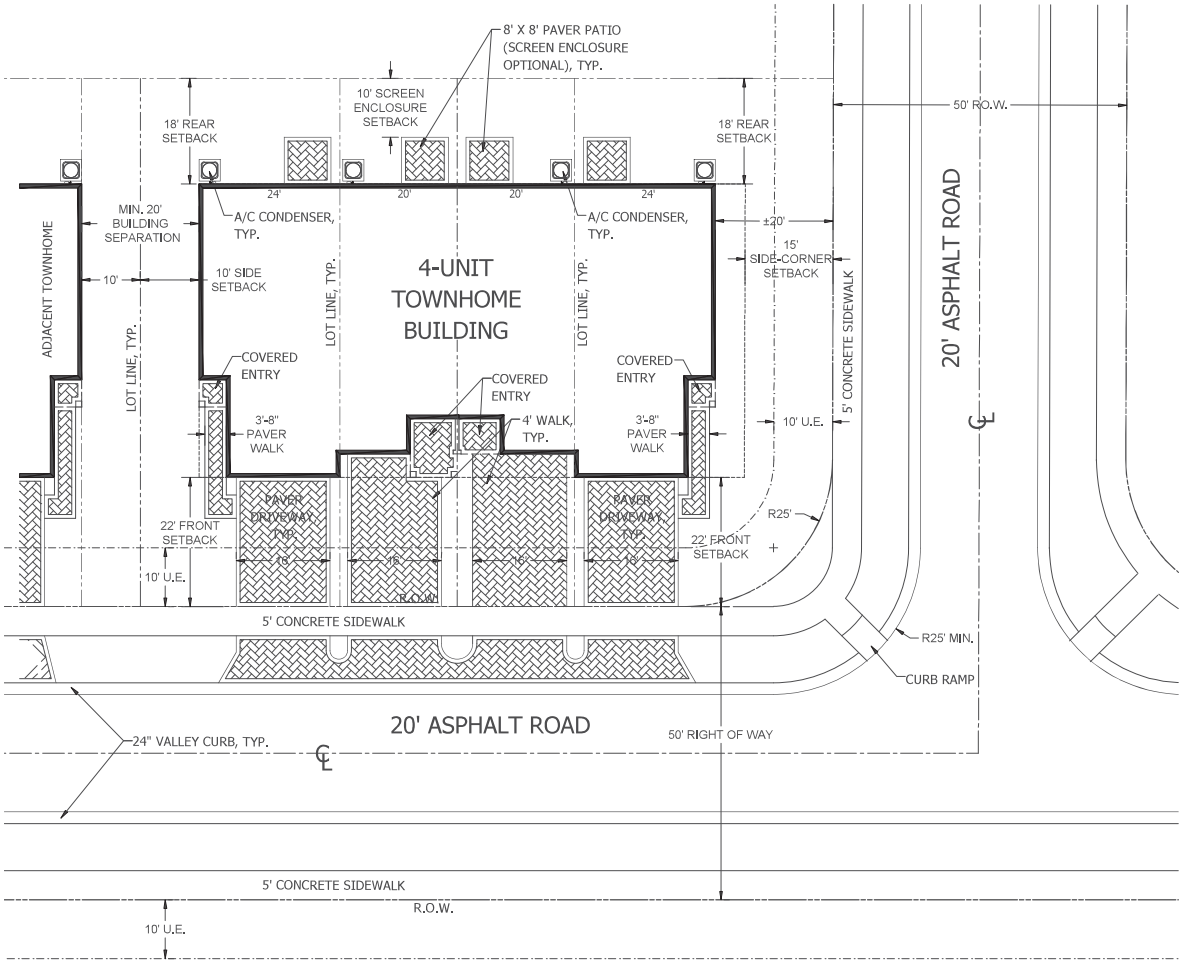
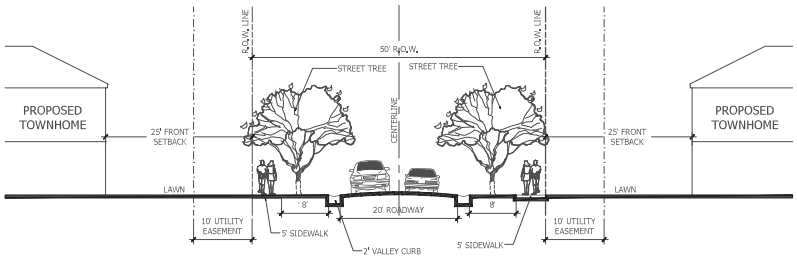


PROJECT SIGNAGE

N.T.S.

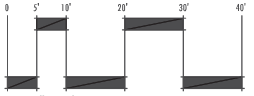




TYPICAL ROADWAY CROSS-SECTION

SCALE: 1" = 10'

Typical Lot Layout



Scale: 1" = 10'

Litterick Landscape Architecture
2740 SW Martin Downs Blvd. #199
Palm City, FL 34990
561-719-3876
JasonLA1677@yahoo.com

Project Name

Sunset Gardens
Ft. Pierce, Florida
4945 Edwards Road

Landscape Architect of Record

Jason Litterick

Digitally signed by Jason Litterick
Date: 2025.09.09 10:55:40 -04'00'

Jason M. Litterick, RLA
[LA0001677]

Scale: 1" = 10'-0"

Designed:	JML
Drawn:	JML
Approved:	JML
Date:	2/14/25
Job no.	
Revisions:	6/19/25
	9/19/25

Sheet No.

MP-2

CITY OF FORT PIERCE
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

PROPERTY OWNER RESPONSE SUMMARY

REQUEST: Approvals of a Preliminary Plat, Preliminary Development Plan, and Rezoning to Planned Unit Development (PUD) to construct a 40-unit single-family home development.

LOCATION: 4945 Edwards Road

PROPERTY SIZE: 17.62 acres

OWNER: Orange Gardens Development, Inc.
4863 SW 147th Place
Miami, Florida 33185

APPLICANT: Same

# OF LETTERS SENT TO PROPERTY OWNERS		**105**
20% DISAPPROVAL THRESHOLD		**21**
RESPONSES	**Total**	**10**
	Approve	**3**
	Disapprove	**7**

As of: March 11, 2008

100 NORTH U.S. HIGHWAY 1 ◊ P.O. BOX 1480 ◊ FORT PIERCE, FL 34954-1480 ◊ 772-460-2200 ◊ FAX: 772-466-5808
WWW.CITYOFFORTPIERCE.COM

City Clerk 3-17-08

CITY OF FORT PIERCE, FLORIDA

City Commission Meeting

Agenda Item # 1

Commission Meeting March 17, 2008

To: The Honorable Mayor and Members of the City Commission

Through: Dennis W. Beach, City Manager

From: Peter Buchwald-Assistant Director-Planning & Zoning

Re: **Preliminary Development Plan, Rezoning, and Preliminary Plat**
Orange Gardens
4945 Edwards Road

Date: March 11, 2008

ISSUE(S): Approvals of a Preliminary Plat, Preliminary Development Plan, and Rezoning to Planned Unit Development (PUD) to construct a 40-unit single-family home development

SUMMARY:

- Property is 17.62 acres in size and is currently vacant.
- Rezoning from R-1 to PUD is requested.
- 40 single-family units are proposed resulting in a density of 2.89 units per acre.
- Lots are 6,660 square feet to 11,000 square feet in size.
- 3.8 acres of wetlands will be preserved in southern portion.
- The development includes significant amount of open space with meandering artificial creek and trail, a clubhouse, pool, playground, and gazebo.
- Homes feature a contemporary design with 2-car garages and hurricane protection measures.
- Left and right turn lanes into the development will be constructed on Edwards Road.
- On December 11, 2007, Planning Board recommended approval with two conditions, one was addressed directly.
- 105 notifications were mailed. As of March 11, 2008, 10 responses received, 3 approve and 7 disapprove.

FISCAL IMPACT: None

RECOMMENDATION: Approve the applications

ALTERNATIVES: Deny the applications

RESPONSIBLE STAFF: Peter Buchwald, Assistant Director-Planning & Zoning

COORDINATED WITH: Not applicable

ATTACHMENTS: Rezoning Ordinance, Staff Report, Property Owner Response Summary, Planning Board Minutes, Property Record Card, Location/Aerial Map, Zoning Map, Applications, PUD Document, Traffic Update, Environmental Impact Report, Survey, Plans, Elevations, and Preliminary Plat

City Clerk

CITY OF FORT PIERCE
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

COMPREHENSIVE PLANNING ◊ DEVELOPMENT REVIEW
HISTORIC PRESERVATION ◊ URBAN DESIGN ◊ URBAN FORESTRY ◊ ZONING

TO: David L. Recor, Deputy City Manager

FROM: Peter Buchwald, Assistant Director-Planning & Zoning P. B.

RE: **Preliminary Development Plan Review, Rezoning, and Preliminary Plat Review**
Orange Gardens
4945 Edwards Road

DATE: March 11, 2008

STAFF REPORT

Owner: Orange Gardens Development, Inc.
4863 SW 147th Place
Miami, Florida 33185

Applicant: Same

Representative: Steven Ball, AICP
Land Planning Systems, Inc. 2100 SE Hillmoor Dr., Suite 202
~~201 S.W. Port St. Lucie Boulevard, Suite 203~~
Port St. Lucie, Florida ~~34984~~ 34952

Requested Action: Approvals of a Preliminary Plat, Preliminary Development Plan, and Rezoning to Planned Unit Development (PUD) to construct a 40-unit single-family home development.

Location: 4945 Edwards Road

Parcel Size: 17.62 acres

Current Zoning: R-1, Single Family Low Density Zone

Proposed Zoning: PUD, Planned Unit Development

Comprehensive Plan: RL: Low Density Residential, single-family, multi-family residences, limited public uses, limited convenience goods and services. The Preliminary Plat, Preliminary Development Plan, and Rezoning are consistent with the Comprehensive Plan.

Utilities: Located within the FPUA Retail Service Area

Staff Analysis:

The applicant is proposing to construct 40 single-family residential units on a 17.62-acre site located on the south side of Edwards Road east of Jenkins Road. The development will consist exclusively of single-family homes and will incorporate existing native vegetation and wetlands into the design. The applicant also requests a rezoning of the subject property from R-1, Single Family Low Density, to Planned Unit Development (PUD) to permit the proposed development.

The 17.62-acre parcel is currently vacant and was occupied by a citrus grove. The property is zoned R-1, Single Family Low Density with a Future Land use of RL, Low Density Residential. The properties to the north of the proposed development are vacant or occupied by single-family homes and located within unincorporated St. Lucie County. The property to the south is currently vacant and unincorporated. The properties to the west are zoned R-4, Medium Density Residential, and are occupied by multi-family homes. The vacant properties to the east are unincorporated and consist of single-family homes.

The PUD will be completed in one phase and will only consist of 40 single family homes. Based on the development schedule, the anticipated rate of construction is 20 homes per year with an estimated completion date of summer of 2010.

The development is situated approximately 650 feet south of Edwards Road. Access to the development is provided by a 60-foot-wide meandering access drive that extends from Edwards Road into the development. The development will not be gated and will include a dedicated school bus stop at the entrance roundabout.

The density for the proposed development is 2.89 units per acre which is less than the maximum permitted density in the R-1 zoning district of 4 units per acre and less than the maximum permitted density in a PUD of 15 units per acre. Although the density is considerably lower than what is permitted by straight zoning, the Preliminary Plat specifies that the proposed lot dimensions are less than 75 feet wide and less than 110 feet in depth which are the minimum lot requirements specified in the R-1 zoning district. As such, the applicant is requesting the development be zoned to PUD to allow for the smaller lot sizes since there are no specific lot size requirements identified in Section 22-40 which pertains to PUDs. The lots range in size from 6,660 square feet to 11,000 square feet. Each lot will include a 5-foot drainage and utility easement that extends on all sides of the lot.

A total of 3.8 acres of wetlands are located in the southern portion of the property. The wetlands will be preserved and a 25-foot wetland buffer area will be planted with a substantial amount of trees and vegetation to further enhance the native vegetation and wetlands. To ensure that the wetlands and upland protection areas are protected in the future, a conservation easement will placed over the preservation area and dedicated to the home owners association.

The development further includes open space and common open space in the upland area in quantities which significantly exceed the PUD standards. The open space will also integrate a meandering artificial creek which will be constructed on the east and west property lines and will

flow to several ponds which further enhance the environmental and open space qualities of the development.

It should be noted that the southern half of the subject property lies within a flood zone due to the close proximity to 10 Mile Creek. The elevation of the property changes from 15 feet in the northern portion to 2 feet at the wetland boundaries in the southern portion. As a result, a retaining wall will be constructed along the south end of the upland area to protect against flood conditions for the homes located in the lower elevations. Upon submittal for building permit application, Staff will further confirm that the homes meet the flood provision criteria specified in the City Code.

The homes feature a contemporary design with mixed façade materials. Each single-family home will include a 2-car garage and natural gas-fired electrical generators for power outage situations. In addition, all homes will incorporate additional hurricane protection measures including the exceedance of current code requirements for wind loads. Sidewalks will be installed on both sides of the street throughout the development and will connect to Edwards Road. In addition to trails located though the common open space areas, recreational amenities will include a clubhouse, pool, playground, and gazebo located in the northern portion of the development.

A Traffic Impact Analysis updated by Boyle Engineering in February 2008 indicates that 383 average daily trips would be generated by the proposed development with 37 AM peak hour trips and 47 PM peak hour trips. As part of the development, separate left and right turn lanes will be constructed on Edwards Road to prevent unwarranted stacking. The analysis concludes that the traffic from the project will not significantly impact the Levels of Service for the roadway links or intersections, and no additional off-site roadway improvements are necessary.

All affected Departments have reviewed the submittals and have approved the proposed Site Plan based on it meeting the requirements of the City Code.

In addition, the proposed rezoning satisfies the following standards specified in Section 22-131 of the City Code:

1) The amendment is consistent with the comprehensive plan;

2) The amendment will not have an adverse affect on the ability of the city to:
   a. Satisfy land and water use needs; and
   b. Meet transportation demands and provide community facilities and services; and

3) The amendment will promote and protect the public health, safety and general welfare.

Planning Board Comments:

At their meeting on December 11, 2007, the Planning Board voted unanimously to recommend **approvals** of the Preliminary Plat, Preliminary Development Plan, and Rezoning from R-1 to PUD with the conditions that the applicant endeavors to make adjustments to the curves on the entrance road and that the preliminary plat is corrected to show 14-foot lanes on the entrance road. The preliminary plat has been corrected and the applicant reportedly discussed adjustments to the

entrance road curves with the City Traffic Engineer but it was mutually agreed upon that such adjustments would not produce the desired effect on traffic through the curves.

Property Owner Response Summary:

A notification of the Rezoning was mailed to the owners of properties located within 500 feet of the proposed development. A total of 105 notifications were mailed. As of March 11, 2008, 10 responses have been received, 3 of which approve and 7 of which disapprove of the Rezoning.

Staff Comments:

Based on the Preliminary Plat and Preliminary Development Plan meeting the requirements of the City Code and based on the Rezoning satisfying City Code standards, Staff recommends **approvals** of the Preliminary Plat, Preliminary Development Plan, and Rezoning.

CITY OF FORT PIERCE

2005 Florida League of Cities "City of Excellence" Award Winner

DEPARTMENT OF PLANNING

"IMPROVING THE WAY WE DO BUSINESS"

ZONING ADMINISTRATION
DEVELOPMENT REVIEW
COMPREHENSIVE PLANNING
URBAN DESIGN
HISTORIC PRESERVATION
CULTURAL RESOURCES

APPLICATION FOR SITE PLAN

1. Project description of real property in the City of Fort Pierce, for which site plan approval is requested. A residential P.U.D. to include 40 single family dwelling units and a Clubhouse with recreational amenities. 17.62 acres legally described as a portion of the NE ¼ of the SW ¼ of Section 30, Township 35 South, Range 40 East. Please see attached sheet for full legal.

2. Property Tax I.D. # 2430-244-0001-0004

3. Property address 4945 Edwards Road, Fort Pierce

4. Zoning district of described property R – 1 (Proposed P.U.D. on separate application)

5. Future Land Use RL – Residential, Low Density (Low Density)

6. Name of owner(s) "Please Print" Orange Gardens Development, Inc., Janos Gyory, President
   Signature of owner(s) Janos Gyory, PRES.
   Mailing Address 4863 SW 147th Place, Miami, Florida 33185
   Phone number(s) Phone: (305) 553-3695 Fax: (305) 220-9983

7. Name of applicant(s) "Please Print" Same as owner listed above
   Signature of applicant(s) Janos Gyory
   Mailing Address Same as above
   Phone number(s) Same as above

8. Name of representative(s) "Please Print" Steven Ball, AICP, Land Planning Systems, Inc. (Agent)
   Signature of representative(s)
   Mailing Address 201 S.W. Port St. Lucie Blvd., Suite 203, Port St. Lucie, FL 34984
   Phone number(s) Phone: (772) 785-7006 Fax: (772) 785-7008

*Revised application per February 2007 re-submittal

To be completed by the City of Fort Pierce

Date Received _____ By _____

Fee Paid Receipt Number RCPT-

Full Legal Description

30 35 40 SE 1/4 OF SE 1/4 OF NW 1/4 AND N 1/2 OF NE 1/4 OF NE 1/4 OF SW 1/4 AND FROM THE NW COR OF S 1/2 OF NW 1/4 RUN N 89 02 18 E ALG N LI OF S 1/2 2024.51 FT TO INT WITH W LI OF NE 1/4 OF SE 1/4 OF NW 1/4 ALSO BEING NLY EXT OF E LI OF WESTGLEN S/D, TH S 00 34 45 W ALG W LI OF NE 1/4 OF SE 1/4 OF NW 1/4 21.73 FT TO WLY R/W LI OF EDWARDS RD AND POB, TH N 88 43 09 E ALG SLY R/W LI 60.02 FT, TH S 00 19 48 W ALG A LI 60 FT E OF AND // TO E LI OF TRACT A AND LOT 7 OF WESTGLEN S/D 394.11 FT, TH N 89 30 46 E ALG A LI 60 FT N OF & // TO N LI OF LOT 8 259.73 FT, TH S 00 21 56 W ALG LI 60 FT E OF & // TO E LI OF WESTGLEN S/D 247.76 FT, TH S 88 53 19 W 60.02 FT TO INT WITH E LI OF WESTGLEN S/D, TH N 00 37 24 E ALG E LI 188.33 FT TO NLY LI OF LOT 8, TH S 89 22 14 W ALG NLY LI 259.69 FT TO INT WITH W LI OF NE 1/4 OF SE 1/4 OF NW 1/4, ALSO BEING ELY LI OF WESTGLEN S/D, TH N 00 34 45 W ALG W LI 453.29 FT TO POB- EX CANAL- (16.54 AC) (OR 2060-2096)

CITY OF FORT PIERCE CITY PLANNING DEPARTMENT
100 N. US #1, Fort Pierce, Florida 34954
Phone: (772) 460-2200

APPLICATION FOR CHANGE OF ZONING

(Items 1-6 must be completed)

1. **Legal description of real property in the City of Fort Pierce, Florida, for which a Change in zoning is requested:**

   A portion of the Northeast ¼ of the Southwest ¼ of Section 30, Township 35 South, Range Range 40 East. Please see previous page for full legal description.

2. **Size of described property:** 17.62 Acres

3. **Zoning district of described property (present):** R - 1

4. **Zoning district requested for described property (proposed):** P.U.D.

5. **Reason(s) for proposed change:** Residential units with density of ~~2.3~~ 2.89 units per acre (the lot sizes vary from the alternative zoning district)

6. **Name of Owner(s)(please print):** Orange Gardens Development, Inc., Janos Gyory, President

   Signature of Owner: Janos Gyory, Pres

   Mailing Address: 4863 SW 147th Place

Miami	Florida	33185	(305) 553-3695
City	State	Zip Code	Telephone Number

7. **Name of Applicant (if different from owner) Please Print:** Same as above

   Signature of Applicant: Janos Gyory

   Mailing Address: Same as above

City	State	Zip Code	Telephone Number

8. **Name of Representative:** Steven Ball, AICP, Land Planning Systems, Inc. (Agent)

   Mailing Address: 201 SW Port St. Lucie Boulevard, Suite 203

Port St. Lucie	Florida	34984	(772) 785-7006 Fax (772) 785-7008
City	State	Zip Code	Telephone Number

*Revised application per February 2007 re-submittal

TO BE COMPLETED BY CITY

Date Received _____ **By** _____
Fee Paid: $ _____ **Receipt No.** _____

CITY OF FORT PIERCE
DEPARTMENT OF PLANNING

100 North U.S. #1
Fort Pierce, Florida 34954
Telephone: (772)'460-2200

APPLICATION FOR SUBDIVISION REVIEW

1a. Legal description of real property in the City of Fort Pierce, Florida, for which subdivision approval is requested. A portion of the northeast ¼ of the southwest ¼ of Section 30, Township 35 South Range 40 East. Please see attached sheet for the full legal description.

1b. Property Tax I.D. # 2430-244-0001-0004

2. Property Address 4945 Edwards Road, Fort Pierce, Florida

3. Project description and location 17.62 acres located south of Edwards Road and west of McNeil Road recently annexed into the city of Fort Pierce.

4. Future Land Use Residential – Low Density

5. Zoning district of described property Planned Unit Development (PUD)

6. Name of owner(s) "Please Print" Orange Gardens Development, Inc., Janos Gyory, President

Signature of owner James Gyory, PRESIDENT

Mailing address 4863 SW 147th Place, Miami, Florida 33185

Phone number(s) 305-553-3695

7. Name of applicant(s) (if different from owner(s) "Please Print" Land Planning Systems - Agent

Signature of applicant

Mailing address 201 SW Port St. Lucie Blvd., Ste. 203, Port St. Lucie, Florida 34984

Phone number(s) (772) 785-7006, Fax: (772) 785-7008

8. Name of representative Steven Ball, President of Land Planning Systems - Agent

Phone number (772) 785-7006, Fax: (772) 785-7008

Mailing address	201 SW Port St. Lucie Blvd., Ste. 203, Port St. Lucie, Florida 34984

TO BE COMPLETED BY CITY

Date Received _____ by _____

Fee Paid $ _____ Receipt Number _____

CITY OF FORT PIERCE
Florida

OFFICE OF CITY CLERK
CITY HALL, 100 NORTH U.S. 1
P. O. BOX 1480
FORT PIERCE, FLORIDA 34954-1480
TEL. (772) 460-2200
www.cityoffortpierce.com

March 18, 2008

Orange Gardens Development Inc.
Janos Gyory, President
4863 SW 147th Place
Miami, FL 33185

Re: Preliminary Development Plan

Dear Applicant:

At their meeting on March 17, 2008, the City Commission of the City of Fort Pierce held a Public Hearing on the Application for Preliminary Development Plan to construct Orange Gardens (residential PUD with 40 dwelling units and clubhouse) to be located on 17.62 acres located at 4945 Edwards Road in Fort Pierce, Florida.

After discussion, the City Commission passed a motion to approve the Preliminary Development Plan.

Very truly yours,

Cassandra Steele, CMC
City Clerk

/cs

cc: Assistant Director for Planning & Zoning
Land Planning Systems, Inc. (Representative)

CITY OF FORT PIERCE
Florida

OFFICE OF CITY CLERK
CITY HALL, 100 NORTH U.S. 1
P. O. BOX 1480
FORT PIERCE, FLORIDA 34954-1480
TEL. (772) 460-2200
www.cityoffortpierce.com

March 18, 2008

Orange Gardens Development Inc.
Janos Gyory, President
4863 SW 147th Place
Miami, FL 33185

Re: Preliminary Plat

Dear Applicant:

At their meeting on March 17, 2008, the City Commission of the City of Fort Pierce held a Public Hearing on the Application for Preliminary Plat to construct Orange Gardens Subdivision to be located on 17.62 acres located at 4945 Edwards Road in Fort Pierce, Florida.

After discussion, the City Commission passed a motion to approve the Preliminary Plat.

Very truly yours,

Cassandra Steele, CMC
City Clerk

/cs

cc: Assistant Director for Planning & Zoning
Land Planning Systems, Inc. (Representative)

CITY OF FORT PIERCE
Florida

OFFICE OF CITY CLERK
CITY HALL, 100 NORTH U.S. 1
P. O. BOX 1480
FORT PIERCE, FLORIDA 34954-1480
TEL. (772) 460-2200
www.cityoffortpierce.com

February 26, 2008

Orange Gardens Development Inc.
Janos Gyory, President
4863 SW 147th Place
Miami, FL 33185

Dear Property Owner/Applicant:

We are in receipt of an Application for Site Plan Review submitted for a Preliminary Development Plan for Orange Gardens (residential PUD with 52 dwelling units and clubhouse) to be located on 17.62 acres located at 4945 Edwards Road in Fort Pierce, Florida.

This property is currently zoned R-1, Single Family Low Density Zone; but is concurrently being considered for rezoning to PUD, Planned Unit Development. Said property is legally described as: 30 35 40 SE 1/4 OF SE 1/4 OF NW 1/4 AND N 1/2 OF NE 1/4 OF NE 1/4 OF SW 1/4 AND FROM THE NW COR OF S 1/2 OF NW 1/4 RUN N 89 02 18 E ALG N LI OF S 1/2 2024.51 FT TO INT WITH W LI OF NE 1/4 OF SE 1/4 OF NW 1/4 ALSO BEING NLY EXT OF E LI OF WESTGLEN S/D, TH S 00 34 45 W ALG W LI OF NE 1/4 OF SE 1/4 OF NW 1/4 21.73 FT TO WLY R/W LI OF EDWARDS RD AND POB, TH N 88 43 09 E ALG SLY R/W LI 60.02 FT, TH S 00 19 48 W ALG A LI 60 FT E OF AND // TO E LI OF TRACT A AND LOT 7 OF WESTGLEN S/D 394.11 FT, TH N 89 30 46 E ALG A LI 60 FT N OF & // TO N LI OF LOT 8 259.73 FT, TH S 00 21 56 W ALG LI 60 FT E OF & // TO E LI OF WESTGLEN S/D 247.76 FT, TH S 88 53 19 W 60.02 FT TO INT WITH E LI OF WESTGLEN S/D, TH N 00 37 24 E ALG E LI 188.33 FT TO NLY LI OF LOT 8, TH S 89 22 14 W ALG NLY LI 259.69 FT TO INT WITH W LI OF NE 1/4 OF SE 1/4 OF NW 1/4, ALSO BEING ELY LI OF WESTGLEN S/D, TH N 00 34 45 W ALG W LI 453.29 FT TO POB - EX CANAL - (16.54 AC) (OR 2060-2096) (PARCEL I.D. 2430-244-0001-000-4)

The City Planning Board, at their meeting on December 11, 2007, voted to recommend approval with the conditions that the applicant endeavors to make adjustments to the curves on the entrance road and that the plat is corrected to show 14-foot lanes on the entrance road.

There will be a Public Hearing before the City Commission of the City of Fort Pierce, Florida, at their meeting which begins at **6:30 p.m. on Monday, March 17, 2008, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida,** on the Application for Site Plan Review - Preliminary Development Plan. All interested parties are invited to attend this meeting and be heard, and to answer any questions that might arise.

Very truly yours,

Cassandra Steele, CMC
City Clerk

/cs

cc: Zoning Administrator
Land Planning Systems Inc. (Representative)

Orange Gardens Site Plan

Client Name:
Advertiser:
Section/Page/Zone: E/E21/F
Description:
Ad Number:
Insertion Number:
Size:
Color Type:

Scripps Treasure Coast Newspapers
News/Press-Tribune • Jupiter Courier • Sebastian Sun
Publication Date: 02/29/2008
This E-Sheet(R) is provided as conclusive evidence that the ad appeared in Treasure Coast News/Press-Tribune on the date and page indicated. You may not create derivative works, or in any way exploit or repurpose any content.

9420 NOTICE OF SALE

Lucie County, Florida, I will sell the property situate in St. Lucie County, Florida, described as:
LOT 38, BLOCK 3264, FIRST REPLAT OF PORT ST. LUCIE SECTION FORTY-EIGHT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 26, PAGES 23, 23A THROUGH 23L, OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.
A/K/A
6489 NW Omega Rd
Port St. Lucie, FL 34983

at public sale, to the highest and best bidder, for cash, in the Jury assembly room of the St. Lucie County Courthouse, 218 S. Second Street, Ft. Pierce, FL at 11:00 am., on March 19, 2008.

DATED THIS 25TH DAY OF FEBRUARY, 2008.
Any person claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the lis pendens, must file a claim within 60 days after the sale.

Witness, my hand and seal of this Court on the 25th day of February, 2008.
Edwin M. Fry, Jr.
Clerk of Circuit Court
By: Cheryl Davis
Deputy Clerk

Law Offices of
Daniel C. Consuegra
9204 King Palm Drive
Tampa, FL 33619-1328
Tel (813) 915-8660
Fax (813) 915-0659
In accordance with the American with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact the ASA Coordinator no later than seven (7) days prior to the proceedings. If hearing impaired, please call (800) 955- 9771 (TDD) or (800) 955-8770 (voice), via Florida Relay Service.

Publish: February 29, March 7, 2008
1799039

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR ST. LUCIE COUNTY, FLORIDA
CASE NO. 56-2007-CA-000570-AXXX-HC

CIT HOME EQUITY TRUST 1997-1
Plaintiff,
v.
THE UNKNOWN HEIRS, GRANTEES, DEVISEES, LIENORS, TRUSTEE, AND CREDITORS OF ALEXANDER LESESNE,DECEASED, AND ALL CLAIMANTS, PERSONS OR PARTIES, NAUTRAL OR CORPORATE, AND WHOSE EXACT LEGAL STATUS IS UNKNOWN CLAIMING BY THOUGH , UNDER OR AGAINST ALEXANDER LESESNE, DECEASED, OR ANY OF THE HEREIN NAMED OR DESCRIBED DEFENDANTS OR PARTIES CLAIMING TO HAVE ANY RIGHT, TITLE OR INTERST IN AND TO THE PROPERTY HEREIN DESCRIBED; VANESSA LESESNE; ALEXZENA VERNELL LESESNE;and and all unknown parties claiming by, through, under or against the herein named Defendants, who are not known to be dead or alive, whether said unknown parties claim as heirs, devisees, grantees, assignees, lienors, creditors, trustees, spouses, or other claimants; TENANT #1 and/or TENANT #2, the parties intended to account for the person or persons in possession; UNITED STATES OF AMERICA;SUNTRUST BANK f/k/a SUNTRUST BANK-CARD, NATIONAL ASSOCIATION f/k/a SUN-BANK
Defendants.

NOTICE OF SALE
Notice is hereby given that, pursuant to the Summary Final Judgment of Foreclosure entered on December 3, 2007, and the Order Rescheduling Foreclosure Sale entered on February 13,2008 in this cause, I will sell the property situated in ST. LUCIE County, Florida described as:
THE WEST 152 FEET OF LOT 9 AND THE WEST 152 FEET OF THE SOUTH 65 FEET OF LOT 8, OF BLOCK "A" OF HARMONY ESTATES, A SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 78, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
A/KA 2110 Keen Road, Fort Pierce, FL 34946-2003

at public sale, to the highest and best bidder, for cash, at the East Door of the Old St. Lucie County Courthouse located at 218 South Second Street, Ft. Pierce, Florida, at 11:00 o'clock a.m., on March 19, 2008.
Any person claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the lis pendens must file a claim within 60 days after the sale.
Dated at Ft. Pierce, Florida this 25th day of February , 2008.
Edwin M. Fry, Jr.,
Clerk of the Circuit Court
By: Cheryl Davis
Deputy Clerk
Douglas C. Zahm, P.A.-
18830 U.S. Hwy 19 N., #300
Clearwater, FL 33764
(727) 538-4911 phone / (727) 539-1094 fax

Pub: February 29, March 7,2008
1799267

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR ST. LUCIE COUNTY, FLORIDA
CASE NO. 2007-CA-004441

VISTANA PSL, INC., a Florida corporation,
Plaintiff,
vs.
THE ESTATE OF HOWARD E. PORTER, SR., deceased and THE UNKNOWN PARTIES, claiming as heirs, devisees, grantees, assignees, lienors, creditors, trustees, personal representatives, administrators or other claimants, by, through, under or against Howard E. Porter, Sr., deceased,
Defendants.

NOTICE OF SALE AS TO THE ESTATE OF HOWARD E. PORTER, SR., DECEASED AND THE UNKNOWN PARTIES, CLAIMING AS HEIRS, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES, PERSONAL REPRESENTATIVES, ADMINISTRATORS OR OTHER CLAIMANTS, BY, THROUGH, UNDER OR AGAINST HOWARD E. PORTER, SR., DECEASED

NOTICE IS HEREBY GIVEN that on March 24, 2008, at 11:00 a.m., at the Jury Assembly Room, St. Lucie County Courthouse, 218 South Second Street, Ft. Pierce, Florida the undersigned Clerk will offer for sale the following described real property:
Unit Week 3 in Unit 04104, an Odd Biennial Unit Week of VILLAGE NORTH CONDOMINIUM, together with all appurtenance thereto, according and subject to the Declaration of Condominium of Village North Condominium, as recorded in Official Records Book 1309, Page 0985, Public Records of St. Lucie County, Florida, and all amendments thereof and supplements thereto, if any ("Declaration"), subject to taxes for the current year and subsequent years, and all other matters of record.

The aforsaid sale will be made pursuant to a Default Final Judgment of Foreclosure AS TO THE ESTATE OF HOWARD E. PORTER, SR., DECEASED AND THE UNKNOWN PARTIES, CLAIMING AS HEIRS, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES, PERSONAL REPRESENTATIVES, ADMINISTRATORS OR OTHER CLAIMANTS BY, THROUGH, UNDER OR AGAINST HOWARD E. PORTER, SR., DECEASED, entered in Civil No. 2007-CA-004441 now pending in the Circuit Court of the NINETEENTH Judicial Circuit in and for St. Lucie County, Florida.
ANY PERSON CLAIMING AN INTEREST IN THE SURPLUS FROM THE SALE, IF ANY, OTHER THAN PROPERTY OWNER AS OF THE DATE OF THE LIS PENDENS MUST FILE A CLAIM WITHIN 60 DAYS AFTER THE SALE.
DATED on February 21, 2008.
Edwin M. Fry, Jr.
Clerk of the Circuit Court
By: Patricia McPherson
Deputy Clerk

Valerie N. Brown, Esq.
Florida Bar No.: 0010193
Lowndes , Drosdick, Doster, Kantor & Reed, Professional Association
215 North Eola Drive
PO Box 2809
Orlando, FL 32802
(407)843-4600
Attorneys for Plaintiff

IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT ST. LUCIE COUNTY COURTHOUSE, 218 SOUTH SECOND STREET, FT. PIERCE, FL 34950 WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OF SALE: IF YOU ARE HEARING IMPAIRED CALL: 1-800-955-8771; IF YOU ARE VOICE IMPAIRED CALL: 1-800-955-8770

Publish: February 29, March7,2008
1799274

9424 NOTICE OF MEETING

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22 143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, March 17, 2008, hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. #1, at their meeting which begins at 6:30 p.m., to consider the following:

Application for Conceptual Development Plan Review submitted by Atlantic Housing Partners LLLP and Kirtus LLC for Jenkins Pointe, a 310-unit affordable housing rental community to be located on the east side of Jenkins Road, south of Graham Road, in Fort Pierce, Florida. Said property is zoned R-4, Medium Density Residential Zone; and is legally described as: 18-35-40 - S 3/4 OF NE 1/4 OF SW 1/4 OF SW 1/4 AND S 3/4 OF NW 1/4 OF SE 1/4 OF SW 1/4- LESS RD R/W-(108) (14.60 AC) (OR 2136-2279) (Property ID 2418-331-0001-000-3) and 18-35-40 - SW 1/4 OF SE 1/4 OF SW 1/4 - LESS RD R/W (19a) (8.94 AC) (OR 2136-2279) (Property ID 2418-343-0001-000-0) and 18-35-40 - NW 1/4 OF SW 1/4 OF SW 1/4 - LESS W 40 FT FOR RD R/W (10 AC) (OR 2322-1942,1944) (Property ID 2418-322-0002-000-2)

All interested parties may appear at the meeting and be heard with respect to the Application for Conceptual Development Plan Review. Said application 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.

/s/ Cassandra Steele
City Clerk

Pub.: February 29, 2008
1798550

PLEASE NOTE
Due to the increase in legal advertising deadline to place a legal ad is now
3PM
3 BUSINESS DAYS
prior to publication

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22 143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, March 17, 2008, hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. #1, at their meeting which begins at 6:30 p.m., on the following:

Application for Subdivision Review - Preliminary Plat for Orange Gardens S/D - submitted by Orange Gardens Development Inc. for property located at 4945 Edwards Road in Fort Pierce, Florida. This property is currently zoned R-1, Single Family Low Density Zone; but is concurrently being considered for rezoning to PUD, Planned Unit Development. Said property is legally described as: 30 35 40 SE 1/4 OF SE 1/4 OF NW 1/4 AND N 1/2 OF NE 1/4 OF NE 1/4 OF SW 1/4 AND FROM THE NW COR OF S 1/2 OF NW 1/4 RUN N 89 02 18 E ALG N LI OF S 1/2 2024.51 FT TO INT WITH W LI OF NE 1/4 OF SE 1/4 OF NW 1/4 ALSO BEING NLY EXT OF E LI OF WESTGLEN S/D, TH S 00 34 45 W ALG W LI OF NE 1/4 OF SE 1/4 OF NW 1/4 21.73 FT TO W LI OF ED-WARDS RD AND POB, TH N 88 43 09 E ALG SLY R/W LI 80.02 FT, TH S 00 19 48 W ALG A LI 60 FT E OF AND // TO E LI OF TRACT A AND LOT 7 OF WESTGLEN S/D 394.11 FT, TH N 89 30 46 E ALG A LI 60 FT N OF & // TO N LI OF LOT 8 259.73 FT, TH S 00 21 56 W ALG LI 60 FT E OF & // TO E LI OF WESTGLEN S/D 247.76 FT, TH S 88 53 19 W 60.02 FT TO INT WITH E LI OF WESTGLEN S/D, TH N 00 37 24 E ALG E LI 188.33 FT TO NLY LI OF LOT 8, TH S 89 22 14 W ALG NLY LI 259.69 FT TO INT WITH W LI OF NE 1/4 OF NW 1/4, ALSO BEING ELY LI OF WESTGLEN S/D, TH N 00 34 45 W ALG W LI 453.29 FT TO POB - EX CANAL - (16.54 AC) (OR 2060-2096) (PARCEL I.D. 2430-244-0001-000-4)

All interested parties may appear at the Public Hearings and be heard with respect to the Application. Said Application 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.

/s/ Cassandra Steele
City Clerk

Pub.: February 29, 2008
1798554

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 22 143 of the Code of Ordinances of the City of Fort Pierce, will on Monday, March 17, 2008, hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. #1, at their meeting which begins at 6:30 p.m., to consider the following:

Application for Site Plan Review submitted by Orange Gardens Development Inc. for Site Plan Review submitted for a Preliminary Development Plan for Orange Gardens (residential PUD with 52 dwelling units and clubhouse) to be located on 17.62 acres located at 4945 Edwards Road in Fort Pierce, Florida. This property is currently zoned R-1, Single Family Low Density Zone; but is concurrently being considered for rezoning to PUD, Planned Unit Development. Said property is legally described as: 30 35 40 SE 1/4 OF SE 1/4 OF NW 1/4 AND N 1/2 OF NE 1/4 OF NE 1/4 OF SW 1/4 AND FROM THE NW COR OF S 1/2 OF NW 1/4 RUN N 89 02 18 E ALG N LI OF S 1/2 2024.51 FT TO INT WITH W LI OF NE 1/4 OF SE 1/4 OF NW 1/4 ALSO BEING NLY EXT OF E LI OF WESTGLEN S/D, TH S 00 34 45 W ALG W LI OF NE 1/4 OF SE 1/4 OF NW 1/4 21.73 FT TO WLY R/W LI OF EDWARDS RD AND POB, TH N 88 43 09 E ALG SLY R/W LI 60.02 FT, TH S 00 19 48 W ALG A LI 60 FT E OF AND // TO E LI OF TRACT A AND LOT 7 OF WESTGLEN S/D 394.11 FT, TH N 89 30 46 E ALG A LI 60 FT N OF & // TO N LI OF LOT 8 259.73 FT, TH S 00 21 56 W ALG LI 60 FT E OF & // TO E LI OF WESTGLEN S/D 247.76 FT, TH S 88 53 19 W 60.02 FT TO INT WITH E LI OF WESTGLEN S/D, TH N 00 37 24 E ALG E LI 188.33 FT TO NLY LI OF LOT 8, TH S 89 22 14 W ALG NLY LI 259.69 FT TO INT WITH W LI OF NE 1/4 OF NW 1/4, ALSO BEING ELY LI OF WESTGLEN S/D, TH N 00 34 45 W ALG W LI 453.29 FT TO POB - EX CANAL - (16.54 AC) (OR 2060-2096) (PARCEL I.D. 2430-244-0001-000-4)

All interested parties may appear at the meeting and be heard with respect to the Application for Site Plan Review submitted by Orange Gardens Development Inc. for Site Plan Review submitted for a Preliminary Development Plan for Orange Gardens (residential PUD with 52 dwelling units and clubhouse) to be located on 17.62 acres located at 4945 Edwards Road in Fort Pierce, Florida. This property is currently zoned R-1, Single Family Low Density Zone; but is concurrently being considered for rezoning to PUD, Planned Unit Development. Said property is legally described as: 30 35 40 SE 1/4 OF SE 1/4 OF NW 1/4 AND N 1/2 OF NE 1/4 OF NE 1/4 OF SW 1/4 AND FROM THE NW COR OF S 1/2 OF NW 1/4 RUN N 89 02 18 E ALG N LI OF S 1/2 2024.51 FT TO INT WITH W LI OF NE 1/4 OF SE 1/4 OF NW 1/4 AND N 1/2 OF NE 1/4 OF NE 1/4 OF SW 1/4 AND FROM THE NW COR OF S 1/2 OF NW 1/4 RUN N 89 02 18 E ALG N LI OF S 1/2 2024.51 FT TO INT WITH W LI OF NE 1/4 OF SE 1/4 OF NW 1/4 AND FROM THE NW COR OF S 1/2 OF NW 1/4 RUN N 89 02 18 E ALG N LI OF S 1/2 2024.51 FT TO INT WITH W LI OF NE 1/4 OF SE 1/4 OF NW 1/4 ALSO BEING NLY EXT OF E LI OF WESTGLEN S/D, TH S 00 34 45 W ALG W LI OF NE 1/4 OF SE 1/4 OF NW 1/4 21.73 FT TO WLY R/W LI OF EDWARDS RD AND POB, TH N 88 43 09 E ALG SLY R/W LI 60.02 FT, TH S 00 19 48 W ALG A LI 60 FT E OF AND // TO E LI OF TRACT A AND LOT 7 OF WESTGLEN S/D 394.11 FT, TH N 89 30 46 E ALG A LI 60 FT N OF & // TO N LI OF LOT 8 259.73 FT, TH S 00 21 56 W ALG LI 60 FT E OF & // TO E LI OF WESTGLEN S/D 247.76 FT, TH S 88 53 19 W 60.02 FT TO INT WITH E LI OF WESTGLEN S/D, TH N 00 37 24 E ALG E LI 188.33 FT TO NLY LI OF LOT 8, TH S 89 22 14 W ALG NLY LI 259.69 FT TO INT WITH W LI OF NE 1/4 OF NW 1/4, ALSO BEING ELY LI OF WESTGLEN S/D, TH N 00 34 45 W ALG W LI 453.29 FT TO POB - EX CANAL - (16.54 AC) (OR 2060-2096) (PARCEL I.D. 2430-244-0001-000-4)

All interested parties may appear at the meeting and be heard with respect to the Application for Site Plan Review submitted by Orange Gardens Development Inc. for Site Plan Review submitted for a Preliminary Development Plan for Orange Gardens (residential PUD with 52 dwelling units and clubhouse) to be located on 17.62 acres located at 4945 Edwards Road in Fort Pierce, Florida. This property is currently zoned R-1, Single Family Low Density Zone; but is concurrently being considered for rezoning to PUD, Planned Unit Development. Said property is legally described as: 30 35 40 SE 1/4 OF SE 1/4 OF NW 1/4 AND N 1/2 OF NE 1/4 OF NE 1/4 OF SW 1/4 AND FROM THE NW COR OF S 1/2 OF NW 1/4 RUN N 89 02 18 E ALG N LI OF S 1/2 2024.51 FT TO INT WITH W LI OF NE 1/4 OF SE 1/4 OF NW 1/4 AND N 1/2 OF NE 1/4 OF NE 1/4 OF SW 1/4 AND FROM THE NW COR OF S 1/2 OF NW 1/4 RUN N 89 02 18 E ALG N LI OF S 1/2 2024.51 FT TO INT WITH W LI OF NE 1/4 OF SE 1/4 OF NW 1/4 ALSO BEING NLY EXT OF E LI OF WESTGLEN S/D, TH S 00 34 45 W ALG W LI OF NE 1/4 OF SE 1/4 OF NW 1/4 21.73 FT TO WLY R/W LI OF EDWARDS RD AND POB, TH N 88 43 09 E ALG SLY R/W LI 60.02 FT, TH S 00 19 48 W ALG A LI 60 FT E OF AND // TO E LI OF TRACT A AND LOT 7 OF WESTGLEN S/D 394.11 FT, TH N 89 30 46 E ALG A LI 60 FT N OF & // TO N LI OF LOT 8 259.73 FT, TH S 00 21 56 W ALG LI 60 FT E OF & // TO E LI OF WESTGLEN S/D 247.76 FT, TH S 88 53 19 W 60.02 FT TO INT WITH E LI OF WESTGLEN S/D, TH N 00 37 24 E ALG E LI 188.33 FT TO NLY LI

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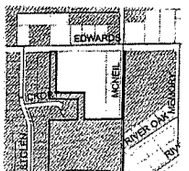
9404 ORDINANCES AND PETITIONS

9404 ORDINANCES AND PETITIONS

CITY OF FORT PIERCE
NOTICE OF PROPOSED ORDINANCE

The City Commission of the City of Fort Pierce, Florida, pursuant to F.S. 166.041, will on Monday, March 17, 2008, and on Monday, April 7, 2008, hold Public Hearings on the enactment of a proposed ordinance on first and second readings respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 6:30 p.m.; said ordinance entitled:

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, REZONING PROPERTY LOCATED AT 4945 EDWARDS ROAD, FROM R-1, SINGLE FAMILY LOW DENSITY ZONE, TO PUD, PLANNED UNIT DEVELOPMENT ZONE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.



All interested parties may appear at the Public Hearings and be heard with respect to the proposed ordinance. Said proposed ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

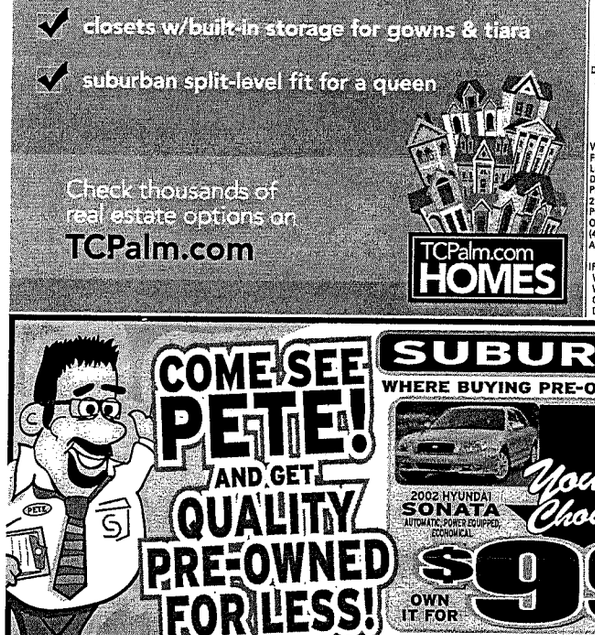
ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL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

/s/ Cassandra Steele
City Clerk

Pub:February29,2008

17989





Landscape Design Associates
Landscape Architecture, Land Planning
License No: LC26000247

February 7, 2008

Land Planning Systems
Attn: Steve Ball
2100 SE Hillmoor Drive, Ste. 202
Port St. Lucie, FL 34952

Re: Orange Gardens Conceptual Landscape Plans
Our Reference No. 05-029

Dear Mr. Ball

During the Planning & Zoning Board meeting on December 11, 2007 it was suggested to add more Pine Trees and Saw Palmetto to the landscape palette.

The plants selected for this project will thrive in the areas proposed. The design intend is to create a creek environment along the back of the homes and the trees are suitable for this purpose. The landscape plans will be finalized during the Final Site Plan review process and consideration will certainly be given to incorporate more Pine trees and Saw Palmetto where appropriate.

If you need any further assistance, please do not hesitate to call.

Thank you

Sincerely
Landscape Design Associates, LLC

Sabine Marcks, RLA
President

C:\Documents and Settings\Sabine Marcks\My Documents\LDA\Projects 2005\05-029\wdoc\Orange Gardens P&Z Response 2.7.08.doc

7410 S US Hwy 1, Suite 103
Port St. Lucie, FL 34952
772.871.5816 ph; 772.871.9905 fax

MEMORANDUM

Leo Giangrande, PE
No. 66387

TO: City of Fort Pierce

February 26, 2008

FROM: Leo Giangrande, P.E.

FEB 26 2012

SUBJECT: Orange Gardens

LBFH, Inc. No. 959
3550 S.W. Corporate Parkway
Palm City, FL 34990

Below is a summary of the capacity analysis for the proposed Orange Gardens, located in City of Fort Pierce, FL performed by Boyle Engineering (formerly LBFH, Inc.).

Existing traffic volumes were projected out to the year 2008 for the project build-out. **Table 1** below compares the impact of the change in land use from the initially published traffic study. There is a minor increase in traffic due to the type of residential unit change.

Table 1

Orange Gardens

Trip Generation Summary

			AM Peak Hour			PM Peak Hour			
Code	**Land Use**	**Amount**	**In**	**Out**	**Total**	**In**	**Out**	**Total**	**ADT**
230	Townhouse/Condo	52 SF	5	25	31	24	12	35	368
210	Single-Family Detached	40 SF	9	28	37	30	17	47	383
Total Proposed Development			**-4**	**-3**	**-7**	**-6**	**-6**	**-12**	**-15**

Traffic data from 2006 is available from St. Lucie County for both Edwards Road and Jenkins Road in the vicinity of the proposed project. Traffic volumes in this general vicinity have been increasing at a rate of about 3 percent per year. With a daily traffic estimate of 383 vehicles from this project potentially added to the projected volumes, neither Jenkins Road nor Edwards Road will exceed the established LOS threshold. **Table 2** below is summary of the capacity and impact of this project.

Table 2

Orange Gardens

Capacity Analysis

Roadway Name	2006 Existing ADT	2008 Growth ADT	Project Traffic	Capacity	Projected Traffic
Edwards Road	10500	11139	383	13800	11522
Jenkins Road	8218	8718	57	13800	8776

lbfh INC.
CONSULTING CIVIL ENGINEERS
SURVEYORS & MAPPERS

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TRANSPORTATION
SURVEYING AND MAPPING

"Partners for Results
Value by Design"

TRAFFIC IMPACT ANALYSIS

For

Orange Gardens

Prepared for:

G&G Project Managers, LLC
John Gyory, General Manager
Fort Pierce, Florida

Prepared by:

Donald E. Holloman
PE Reg # 37496
8/4/06

3550 SW Corporate Pkwy.
Palm City, FL 34990
(772) 286-3883
(772) 286-3925
www.lbfh.com

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LBFH INC.
CONSULTING CIVIL ENGINEERS
SURVEYORS & MAPPERS

Introduction

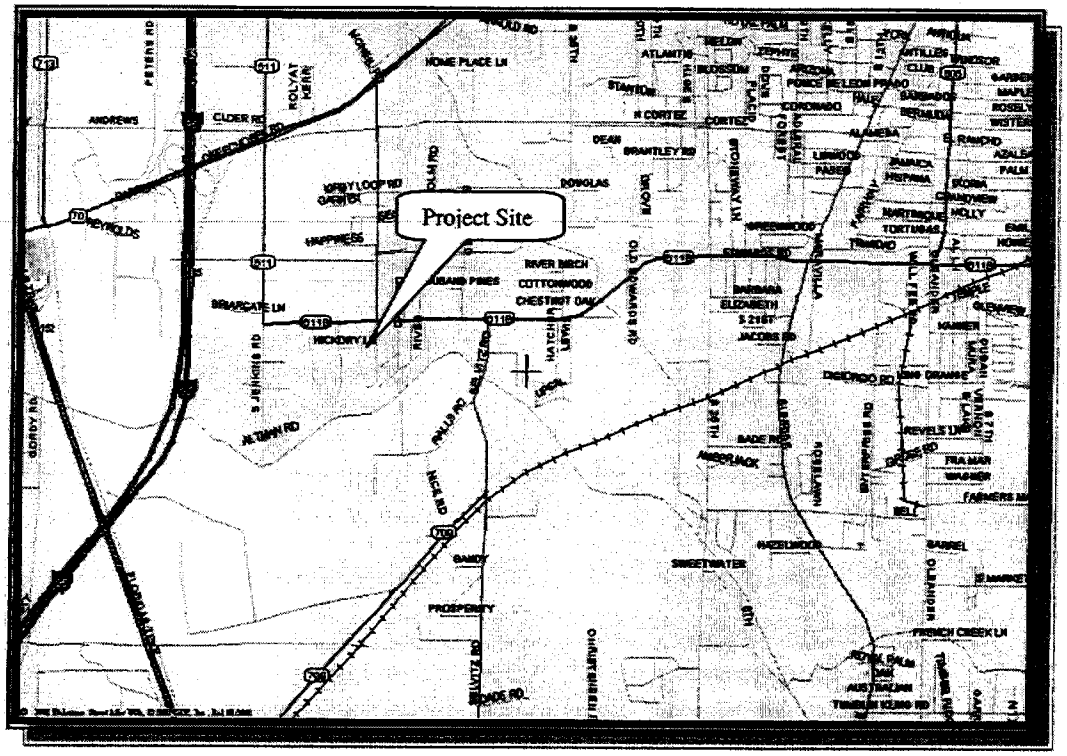
LBFH was retained to update a traffic impact analysis for a parcel of property located on Edwards Road in Fort Pierce. The property is located just to the west of McNeil Road and is on the south side of Edwards Road. The property is approximately 17.62 acres in size.

The development plan for the site includes 52 residential units within a PUD.

The site will have access onto Edwards Road via a single driveway. A copy of the preliminary site plan is included in ***Appendix A***.

The site location and surrounding road network are shown in the ***Figure 1*** below.

Figure 1 - Site Location



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Trip Generation

Trip Generation for the project was developed utilizing the latest ITE Trip Generation Rates.

The project trip rates were made utilizing ITE Code 230, Residential Condominium, with 52 dwelling units as the unit of measure. ***Table 1*** below summarizes the potential trip generation from the site in both the AM and PM peak traffic periods. A print out of the trip generation characteristics of this development is included in ***Appendix B.***

Table 1 - Trip Generation Summary

Orange Gardens
Summary of Average Vehicle Trip Generation
For 52 Dwelling Units of Residential Condominium / Townhouse
4-Aug-06

	24 Hour Two-Way Volume	7-9 AM Pk Hour Enter	7-9 AM Pk Hour Exit	4-6 PM Pk Hour Enter	4-6 PM Pk Hour Exit
Average Weekday	368	5	25	24	12

Trip Distribution

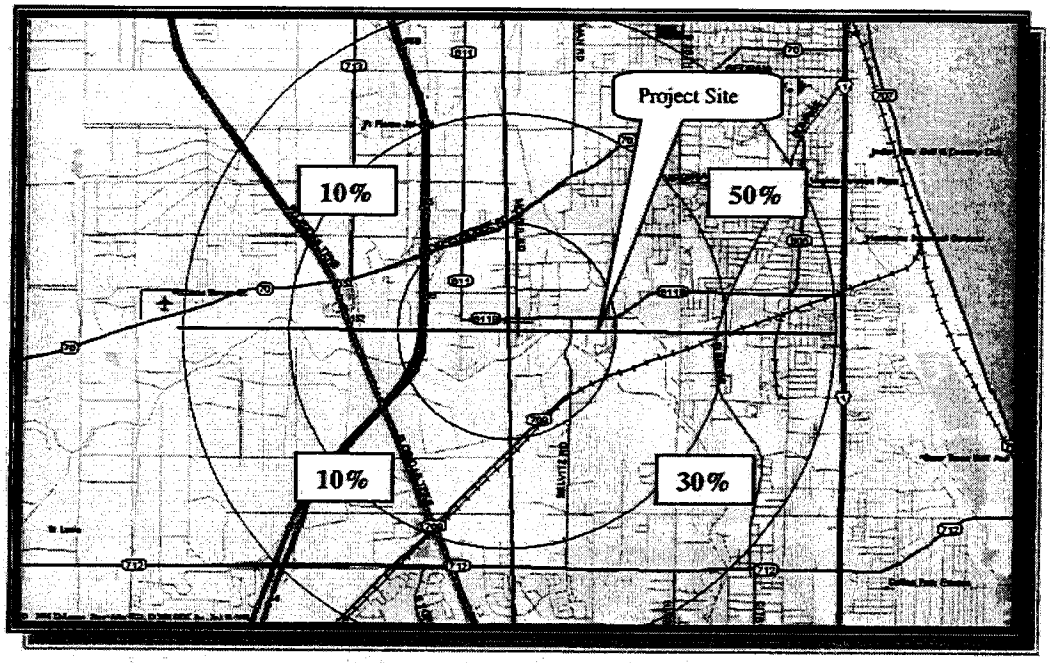
It is expected that the daily traffic activity associated with the proposed project will be consistent with the existing traffic patterns and population centers within this general region.

The demographics of the region indicate that approximately 80% of the trips to and from this development will be to the east. This will likely split with 50% to the northeast and 30% to the southeast.

With this in mind, we established a pattern for traffic approaching and departing the site that would be consistent with the opportunities and restraints afforded by

the adjacent roadways. ***Figure 2*** below provides an overview of the estimated distribution of trips from the site.

Figure 2 - Trip Distribution



Appendix C includes graphics depicting the anticipated flows into and out of the project site for both the AM and PM traffic periods. A total of 26 vehicles are expected to turn left off Edwards Road into the site during the afternoon peak period.

It is not expected that the volume of traffic entering and exiting the site during the afternoon traffic period will be of a magnitude to require off-site traffic improvements.

The entrance to the site is being located away from McNeil Road in order not to interfere with traffic movements there.

Existing Traffic Condition Analysis

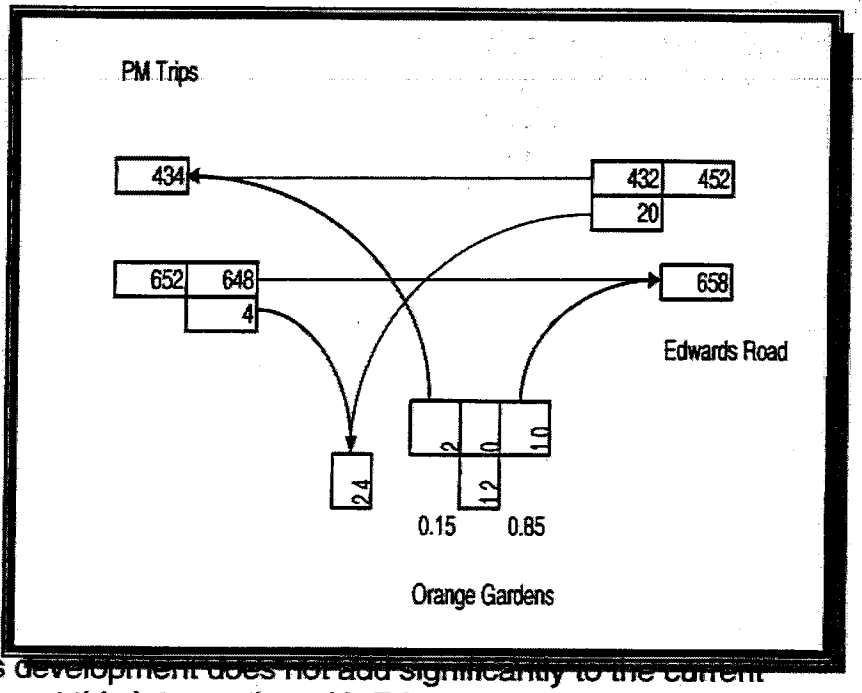
Traffic data for 2005 was available from St. Lucie County for both Edwards Road and for Jenkins Road in the vicinity of the proposed project. Traffic volume for 2005 on Edwards Road is listed at 10,000 vehicles per day. The volume for Jenkins Road in this area is 7,300 vehicles per day. Each facility is listed as operating at level of service C.

Traffic Conditions Witth Protect

Traffic volumes in this general vicinity have been increasing at a rate of about 3 percent per year. With a 2005 base year and the anticipated completion of this project within a year, the design year traffic volumes would then be for 2007. The compounded growth factor for 2 years growth would be 1.06. This factor would increase the volume for Edwards Road to about 10600 vehicles per day and the volume on Jenkins Road to about 7750 vehicles per day. With a daily total traffic estimate of 368 vehicles from this project potentially added to these volumes, neither would exceed the established LOS threshold.

Peak hour traffic volumes in this area are typically about 10.2 percent of the daily volume with a directional split of about 60 percent in the peak direction. With this in mind, the traffic that is likely on Edwards Road in the afternoon peak hour would be about 1081 vehicles in an hour with about 648 traveling in the peak direction.

With the anticipated future traffic conditions, the projected project traffic was added to the network and the operating parameters analyzed. The graphic below summarizes the anticipated traffic movements at the project entrance in the afternoon peak period.



These data were input into a traffic simulation program for the purpose of making a determination as to the operating conditions of the entrance to this development during the peak traffic period.

Based on the results of this analysis, the additional traffic expected from this development does not add significantly to the current operating conditions at this intersection with Edwards Road. A print out of the analysis report for the expected operating conditions with the project in place is included in ***Appendix D.***

Conclusions

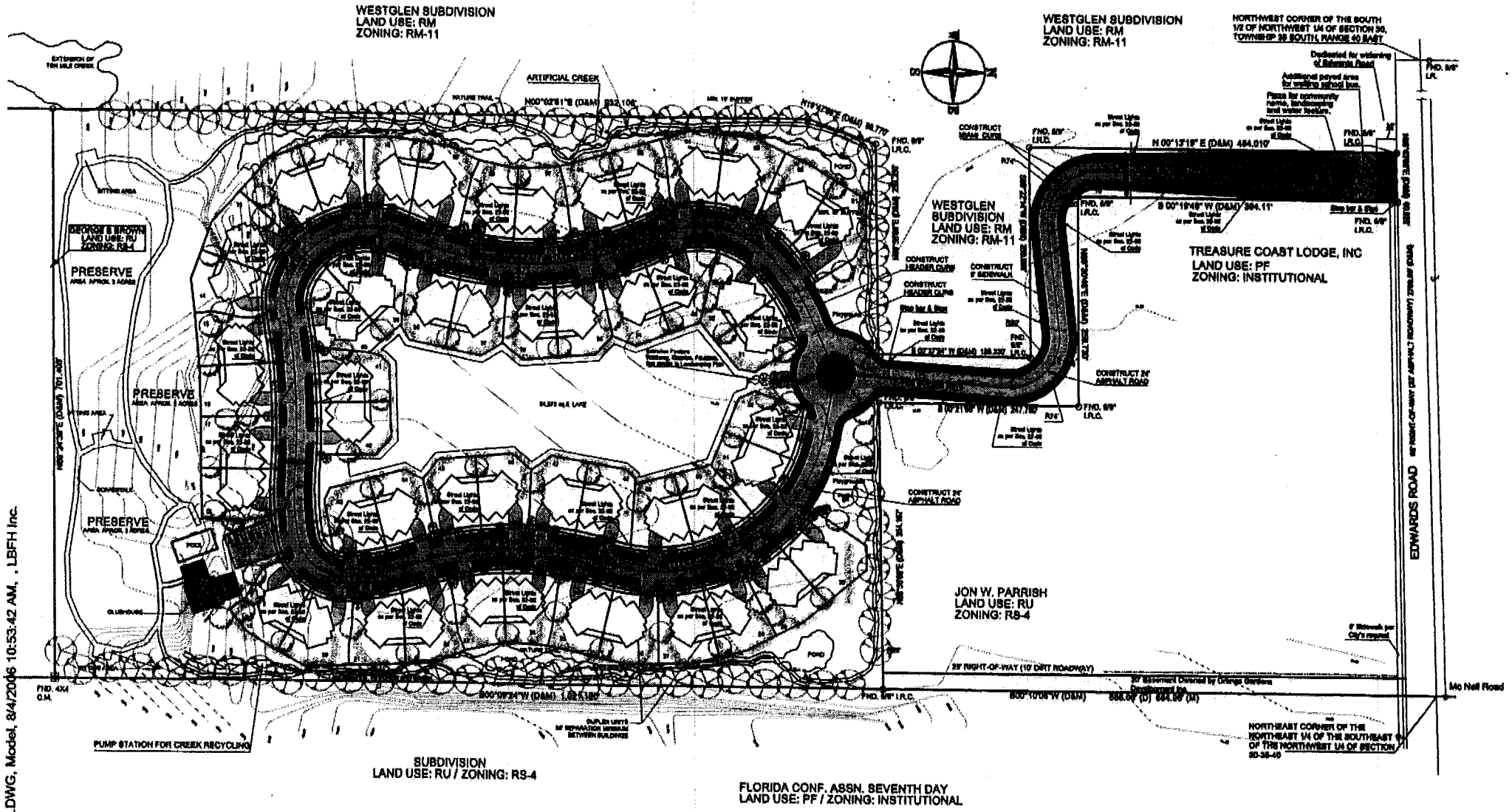
The proposed development of the residential PUD on this site will have a minimal impact on traffic conditions in the area.

The 2005 level of service thresholds for the facilities in the immediate vicinity of this project will not be exceeded by this development.

No off-site improvements are required for traffic to operate satisfactorily with this project in place.

Appendix A

Preliminary Site Plan



D:\UPDATED SITE PLAN.DWG, Model, 8/4/2006 10:53:42 AM, , LBFH Inc.

Appendix B

Trip Generation Summary

Orange Gardens
Summary of Trip Generation Calculation
For 52 Dwelling Units of Residential Condominium / Townhouse
August 04, 2006

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	7.08	0.00	1.00	368
7-9 AM Peak Hour Enter	0.10	0.00	1.00	5
7-9 AM Peak Hour Exit	0.49	0.00	1.00	25
7-9 AM Peak Hour Total	0.59	0.00	1.00	31
4-6 PM Peak Hour Enter	0.45	0.00	1.00	24
4-6 PM Peak Hour Exit	0.22	0.00	1.00	12
4-6 PM Peak Hour Total	0.68	0.00	1.00	35
Saturday 2-Way Volume	11.85	0.00	1.00	616
Saturday Peak Hour Enter	0.60	0.00	1.00	31
Saturday Peak Hour Exit	0.51	0.00	1.00	27
Saturday Peak Hour Total	1.11	0.00	1.00	58

Note: A zero indicates no data available.
The above rates were calculated from these equations:

24-Hr. 2-Way Volume:	LN(T) = .85LN(X) + 2.55, R^2 = 0.83
7-9 AM Peak Hr. Total:	LN(T) = .8LN(X) + .26
	R^2 = 0.76 , 0.17 Enter, 0.83 Exit
4-6 PM Peak Hr. Total:	LN(T) = .82LN(X) + .32
	R^2 = 0.8 , 0.67 Enter, 0.33 Exit
AM Gen Pk Hr. Total:	LN(T) = .82LN(X) + .17
	R^2 = 0.8 , 0.18 Enter, 0.82 Exit
PM Gen Pk Hr. Total:	T = .34(X) + 38.31
	R^2 = 0.83 , 0.64 Enter, 0.36 Exit
Sat. 2-Way Volume:	T = 3.62(X) + 427.93, R^2 = 0.84
Sat. Pk Hr. Total:	T = .29(X) + 42.63
	R^2 = 0.84 , 0.54 Enter, 0.46 Exit
Sun. 2-Way Volume:	T = 3.13(X) + 357.26, R^2 = 0.88
Sun. Pk Hr. Total:	T = .23(X) + 50.01
	R^2 = 0.78 , 0.49 Enter, 0.51 Exit

Source: Institute of Transportation Engineers
Trip Generation, 7th Edition, 2003.

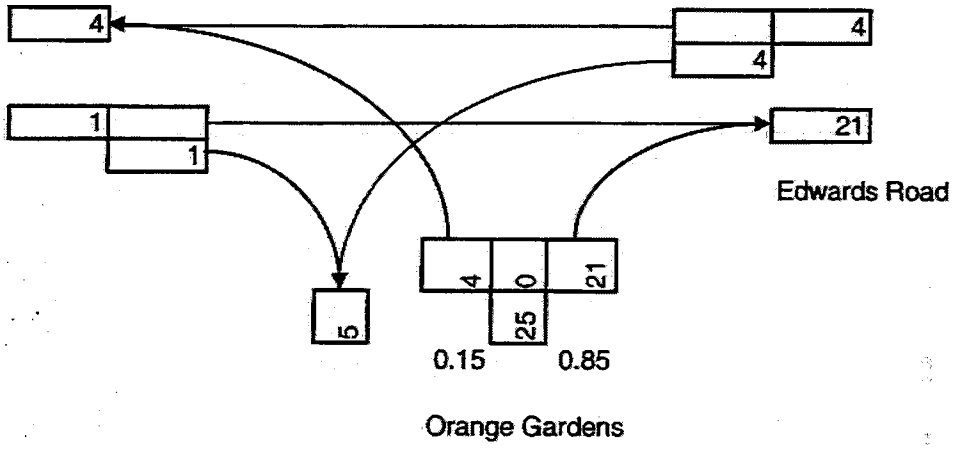
TRIP GENERATION BY MICROTRANS

Appendix C

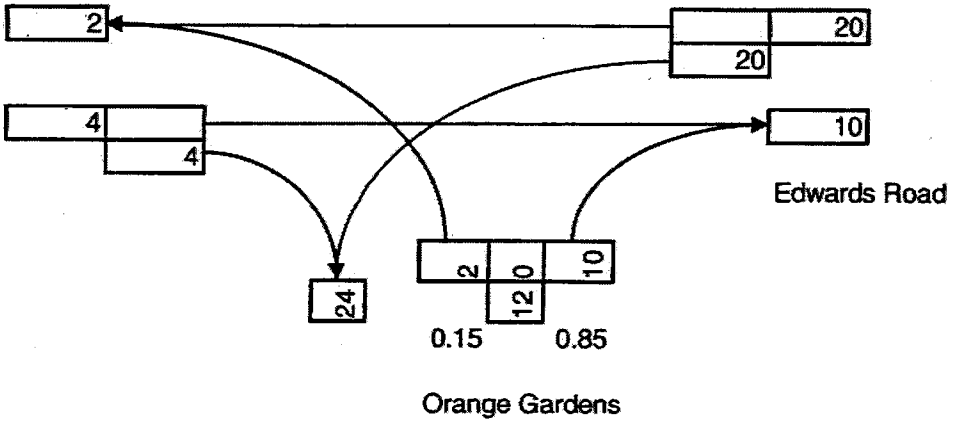
AM and Pm Driveway Volumes

LbFh INC.

AM Trips



PM Trips



Appendix D

Pm Operating Conditions with Project

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Volume (veh/h)	648	4	20	432	2	10
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	704	4	22	470	2	11
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type					None	
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			709		1220	707
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			709		1220	707
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			98		99	98
cM capacity (veh/h)			890		194	436

Direction, Lane #	EB 1	WB 1	NB 1
Volume Total	709	491	13
Volume Left	0	22	2
Volume Right	4	0	11
cSH	1700	890	361
Volume to Capacity	0.42	0.02	0.04
Queue Length 95th (ft)	0	2	3
Control Delay (s)	0.0	0.7	15.4
Lane LOS		A	C
Approach Delay (s)	0.0	0.7	15.4
Approach LOS			C

Intersection Summary			
Average Delay	0.4		
Intersection Capacity Utilization	49.0%	ICU Level of Service	A
Analysis Period (min)	15		

Attachment to Ordinance No. K-346



Binding PUD Agreement:

The property submitted for review and approval for a Conceptual Development Plan and known as Orange Gardens Development Inc. is under unified control of the petitioner. The petitioner agrees to proceed with the proposed development according to all provisions in the City of Fort Pierce PUD Zoning Regulations and or as indicated on the approved PUD Plans and shall provide all agreements, contract, deed restrictions and sureties as are acceptable to the City of Fort Pierce for the completion of the development in accordance with the plan approved by the city.

The petitioner shall be responsible for the continuing operation and maintenance of such areas, functions and facilities until such time as the private property owners association agrees to accept responsibility. Such responsibilities are not to be provided or maintained at public expense, unless otherwise agreed to by the City of Fort Pierce. The petitioner agrees to bind all successors in title to the commitments herein in this paragraph made.

In WITNESS WHEREOF, we have unto set our hands and seal this 23 day of September, 2005.

Orange Gardens Development Inc.
Owner and Developer of the PUD

By: _____
Janos Gyory, President
Orange Gardens Development Inc.

SWORN to and subscribed before me this 23rd day of *September*, 2005. Personally known to me or has produced _____ as identification.

_____
Notary Public *Janette Smith*

Janette Smith
Commission #DD325969
Expires: Jun 03, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

My commission expires: *June 3, 2008*.

This Document Prepared By and Return to:
St. Lucie Title Services, Inc.
800 Virginia Avenue, Suite 47
Fort Pierce, Florida 34982
Courthouse Box 160

Parcel ID Number:

Warranty Deed

This Indenture, Made this 31st day of August , 2004 A.D., **Between**
Walter S. Miller, joined by his wife, Vicki S. Miller

of the County of St. Lucie , State of Florida , **grantor,** and
Orange Gardens Development, Inc., a corporation existing under the laws of the State of Florida
whose address is: 4863 SW 147th Place , Miami, FL 33185

of the County of Miami-Dade , State of Florida , **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of
----------TEN DOLLARS ($10)---------- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St.Lucie State of Florida to wit:

Commence at the Northwest corner or the South 1/2 of said Northwest 1/4 of Section 30; thence run North 89°02'18" East, along the North line of said South 1/2, a distance of 2024.51 feet, to an intersection with the West line of said Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 30, also being the Northerly extension of the East line of Westglen, a subdivision as recorded in Plat Book 14, page 51 of the public records of St. Lucie County, Florida; thence South 00°34'45" West, along said West line of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4, a distance of 21.73 feet, to the Southerly right of way line of Edwards Road, as laid out and now is use for the Point of Beginning; thence run North 88°43'09" East, along said Southerly right of way line a distance of 60.02 feet to a point; thence South 00°19'48" West along a line 60 feet East of and parallel to the East line of Tract "A" and Lot 7 of Westglen Subdivsion, Plat Book 14, page 51, St. Lucie County, Florida, a distance of 394.11 feet; thence North 89°30'46" East along a line 60 feet North of and parallel to the North line of Lot 8 of said Westglen Subdivision, a distance of 259.73 feet; thence South 00°21'56" West along a line 60 feet East of and parallel to the East line of said Westglen Subdivision, a distance of 247.76 feet; thence run South 88°53'19" West a distance of 60.02 feet to an intersection with the East line of said Westglen Subdivision; thence run North 00°37'24" East along said East line of Westglen Subdivision, a distance of 188.33 feet, to the

(Continued on Attached)

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: Elizabeth Moran
Witness

Walter S. Miller (Seal)
Walter S. Miller
P.O. Address: 5500 Orange Avenue, Fort Pierce, FL 34947

Printed Name: Elaine Redden
Witness

Vicki S. Miller (Seal)
Vicki S. Miller
P.O. Address:

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 31st day of August , 2004 by
Walter S. Miller and Vicki S. Miller

he is personally known to me or he has produced his Florida driver's license as identification.

ELIZABETH MORAN
MY COMMISSION # DD 265106
EXPIRES: March 6, 2008
Bonded Thru Notary Public Underwriters

Printed Name:
Notary Public
My Commission Expires:

Northerly line of Lot 8 of said Westglen Subdivision; thence run South 89°22'14" West along said Northerly line of said Westglen Subdivision, a distance of 259.69 feet, to a point of intersection with the said West line of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4, also being the Easterly line of said Westlglen Subdivision; thence run North 00°34'45" West along said West line 453.29 feet to a point of intersection with said Southerly right of way line of Edwards Road and the Point of Beginning.

AND

The Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 and the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 30, Township 35 South, Range 40 East, excepting therefrom canal right of way. Said property lying and being in St. Lucie County, Florida.

AND

The East 1/4 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4, less West Glen as in Plat Book 14, page 51, Public Records of St. Lucie County, Florida, all lying and being in Section 30, Township 35 South, Range 40 East.

July 25, 2005

City of Fort Pierce
Department of Development
100 North U.S. Highway 1
Fort Pierce, FL 34954

Re: Authorization Letter

To Whom It May Concern:

This letter is to serve as authorization for Steven Ball of Land Planning Systems, Inc. and its employees to act on behalf of Orange Gardens Development, Inc. with regard to all issues involving applications, approvals and permitting of the 17 acre Planned Unit Development located south of Edwards Road and west of McNeil Road, in Fort Pierce of St. Lucie County, Florida (Parcel identification # 2430-244-0001-000-4).

Feel free to contact me at (305) 297-9771 if you have any questions.

Sincerely,

Janos Gyory, President of
Orange Gardens Development, Inc.







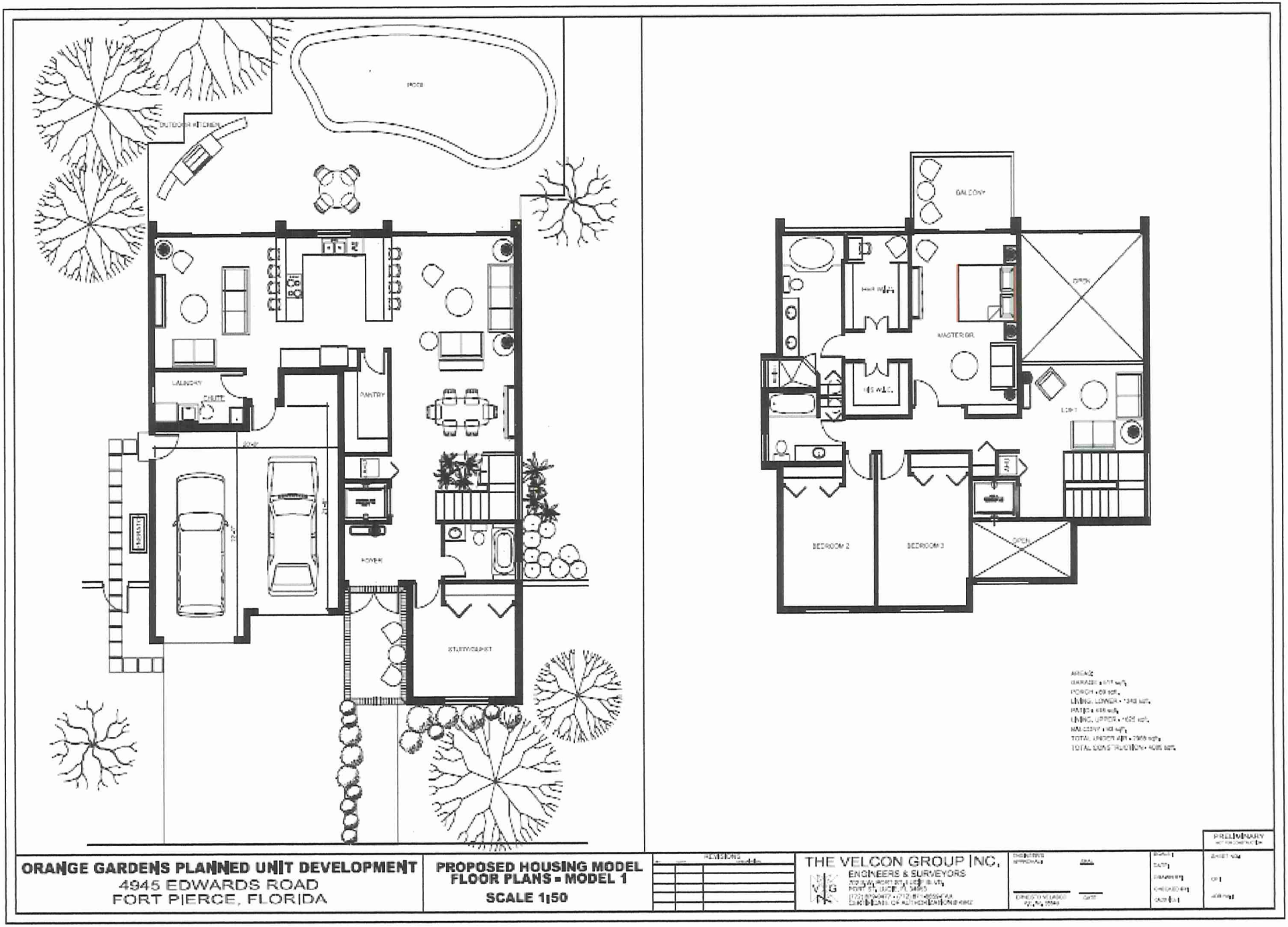


ORANGE GARDENS PLANNED UNIT DEVELOPMENT
4945 EDWARDS ROAD
FORT PIERCE, FLORIDA

PROPOSED HOUSING MODEL ELEVATIONS - MODEL 2
SCALE 1:50

THE VELCON GROUP INC.
ENGINEERS & SURVEYORS

PRELIMINARY

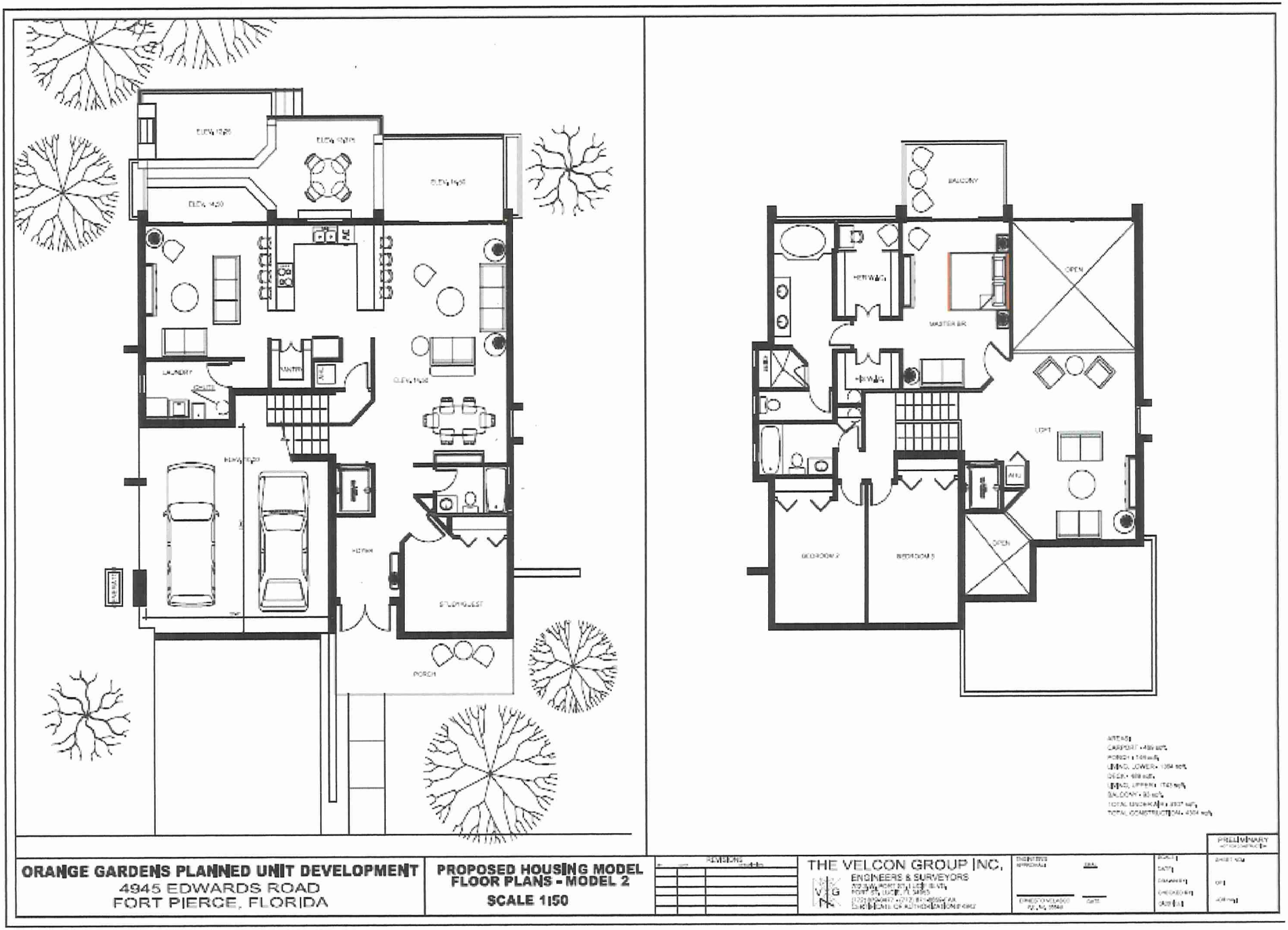


ORANGE GARDENS PLANNED UNIT DEVELOPMENT
4945 EDWARDS ROAD
FORT PIERCE, FLORIDA

PROPOSED HOUSING MODEL FLOOR PLANS - MODEL 1
SCALE 1:50

REVISIONS

THE VELCON GROUP INC,
ENGINEERS & SURVEYORS



ORANGE GARDENS PLANNED UNIT DEVELOPMENT
4945 EDWARDS ROAD
FORT PIERCE, FLORIDA

PROPOSED HOUSING MODEL FLOOR PLANS - MODEL 2
SCALE 1:50

REVISIONS

THE VELCON GROUP INC.
ENGINEERS & SURVEYORS

PRELIMINARY







P.U.D. Zoning, Preliminary Development Plan & Preliminary Plat Applications for

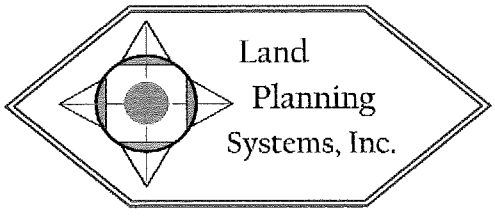
Orange Gardens Development

Submitted To:

City of Fort Pierce
Department of Planning
100 North U.S. Highway One
Fort Pierce, Florida 34954

Original Submittal: September 23, 2005
City Planning Board Recommends Approval with Conditions: Dec. 11, 2007
Revised per Planning Board Comments: February 2008
Fort Pierce City Commission: March 17, 2008

Prepared by:



Urban & Environmental Planning Consultants
2100 SE Hillmoor Drive, Suite 202
Port Saint Lucie, Florida 34952
772.446.6363 Fax: 772.446-6365

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IX.	Agent Authorization Letter	23
X.	Architectural Drawings	24
XI.	Environmental Report	Attached
XII.	Traffic Report	Attached

XI. Environmental Impact Report (see separate attachment)

XII. Traffic Report (see separate attachment)

II. Application Fees

The following application fees have been paid to the City of Fort Pierce:

Site Plan - 1st Acre		200.00	
Site Plan - each add. Acre		498.60	
(30 x 16.62)	Total:	$698.60	Paid on Sept. 23, 2005
Rezoning - 1st Acre		100.00	
Rezoning - each add. Acre		498.60	
(30 x 16.62)	Total:	$598.60	Paid on Sept. 23, 2005
Preliminary Plat - 1st Acre		$100.00	
Plat – each add. Acre		498.60	
(30 x 16.62)	Total:	$598.60	Paid on Feb. 24, 2006

III. Project Description

The project consists of 40 units on a 17.62 acre site located south of Edwards Road in St. Lucie County. The project will include extensive landscaping and designed to be integrated with nature. The site was mostly a previous citrus grove, but also includes several acres adjacent to the grove for the preservation of trees and to be used as an amenity for the project. Trails and boardwalks are integrated into the design concept.

The property address is 4945 Edwards Road. The main body of the parcel is approximately 650 feet south of Edwards Road, and is connected to Edwards Road by a sixty foot wide access parcel. This separation of the parcel from Edwards Road gives the development a unique advantage regarding tranquility and privacy.

The project will not be gated and includes a bus-turnaround area at the entrance and a larger traffic circle as you enter this project. Water is integrated into the design concept with a central storage lake with water features and trails on the outside of the project. A clubhouse and pool facility is also included with the project.

It is the intention that the project will be designed to provide additional services to the residents. This single family design includes, careful arrangement of the units along with extra landscaping will ensure privacy.

The design concept for Orange Gardens envisions a community within a natural preserve. Ponds, creeks and lakes lusciously landscaped surround the homes giving all of them views of landscaped areas, water features and sounds of nature.

Orange Gardens will consist of 40 single family dwelling units. It will also have a clubhouse for recreational activities and it will be integrated to an open area where the swimming pool is located. Sidewalks line the streets on both sides.

Each unit is provided with a two car garage and an ample driveway where visitors may

park. A twenty four foot wide paved street would also allow for some curbside parking on special occasions. Visitor parking is also provided in the area of the clubhouse. Utilities will all be underground to minimize the impact on the landscaping. Refuse collection will be done individually for each residence, and mail delivery will also be in individual mailboxes.

All dwelling units will be sold fee simple and subdivided. All common areas will be part of the homeowner's association.

As part of the development review process, the following 15 improvements are noted as related to the project:

1. Extensive landscaping and water features which exceeds city code requirements.
2. Removal of gates to keep the project open to public access.
3. A bus stop located at the roundabout leading to the entrance road within the project to maintain safety.
4. Agreed to provide sidewalk access on Edwards Road.
5. Agreed to provide 32' of right of way along Edwards road at time of final subdivision plat approval.
6. Agreed to limit density to that of adjacent properties, less than 3 units per acre.
7. Agreed to increase hurricane protection measures including designing the homes above code wind load standards (155 mph) and having natural gas powered back up generators.
8. Trails and sidewalks are provided for throughout the project.
9. An entrance feature with a gazebo and playground is included in the plan.
10. A conservation easement for wetland protection and upland buffer will be placed over the preservation area at the time of subdivision review and approval. This will ensure that the area cannot be developed in the future.
11. Open space exceeds 60% of the project site keeping within the theme of landscaping and privacy.
12. Home values are estimated to exceed $500,000 therefore increasing the city's tax base and providing for quality design and value to the neighborhood.
13. Agreed to put turn lanes into the project per county staff's request.

The proposed PUD is intended to provide for a comprehensive development plan incorporating residential uses and a substantial amount of open space. It is designed to

achieve a desirable environment in an overall site plan consistent with the City of Fort Pierce Comprehensive Plan and Land Development Regulations.

Concurrency

The proposed PUD will not create excessive traffic congestion on nearby streets (See Traffic Analysis) or overburden the following public facilities and services in terms of their capacities, operational costs or maintenance costs: water, sewer, storm drainage, electrical services, fire protection, police protection and schools.

Market Demand

A demand exists for the planned unit development at the proposed location and the applicant has the capacity to assure completion of the project and that development complies with City standards, zoning ordinance provisions and other city laws.

The following use is proposed in the PUD:

40 units of attached single-family dwellings on individual lots.

The proposed PUD is established on a parcel of land 17.62 acres in size which is suitable for the proposed development.

Density

Current proposed density is 2.89 units per acre. The land use allows for up to 6 units per acre (See Site Data on the Conceptual Master Plan). However, the proposed application is below the permitted land use density of the site.

The area, width, depth, yard and lot coverage for lots in the PUD relate to the characteristics of the use, the rest of the planned unit development and the surrounding area, including those characteristics relating to use compatibility, physical feature constraints and utility and transportation capacities. No building within the planned unit development is located closer than fifteen (15) feet to any street or street right-of-way.

Open Space

Approximately 69% or 12.18 acres is pervious area or devoted to open space area. Nonresidential acreage does not exist.

The location, shape, size and character of the common open space is suitable for the development. The common open space is for amenity and recreational purposes. The uses authorized are appropriate for the scale and character of the development based on consideration of its size, density, expected population, topography and the number of

type of dwellings provided. The common open space will be suitably improved for its intended use. Common open space containing natural features worthy of preservation shall be left unimproved. Buildings, structures and improvements to be permitted in the common open space are appropriate to the uses which are authorized for the common open space. No parking facilities are included in areas designated as common open space with the exception of recreation facilities which will be utilized by all residents and as a temporary sales office.

Development Schedule

Development will begin upon approval of a site plan.

The development schedule which is part of the development plan coordinates the improvement of the common open space and the construction of buildings and other structures in the common open space with the building of residential dwellings in the planned unit development.

Construction will commence approximately three months after zoning approvals, which is estimated to be in the summer of 2008. The project will be built in one phase over a two year period. The construction of the housing units will overlap and follow the advance of the infrastructure. The anticipated rate of development is 20 units per year and continues as such until completed. None of the housing units will be turned over until the entire infrastructure and the common open space areas are completed. Estimated completion date is the summer of 2010.

Paving and Drainage

Conceptual paving, drainage and utility development plans are submitted as part of this site plan review process. It will follow the principle that the water falling on a given site should be absorbed to the extent that after development the quantity and rate of water leaving the site would not be significantly different than if the site had remained undeveloped. The intent of the plan is to minimize the adverse cumulative effects of development in an area on drainage.

The development plan includes provisions needed to control water and wind erosion during and after construction associated with the development. Runoff from impervious surfaces or other potential polluting sources shall be directed to retention areas or through vegetated areas as needed to allow sedimentation and filtration of contaminants to occur before runoff enters canals, rivers or wetland areas. Any adverse water quality impacts of the use will be reduced to the extent practical.

A suitable site layout has been designed to be used for all street and on-site drives; parking, loading and unloading areas; refuse collection and disposal points; sidewalks; bike paths; and other transportation facilities (See Conceptual Master Plan).

Principal vehicular access points are designed to permit smooth traffic flow and to minimize hazards to vehicular and pedestrian traffic. Minor streets within a planned unit development are not be connected to streets outside the development in such a way as to encourage their use by through traffic.

Streets in the PUD shall be retained in private ownership.

Development will comply with all applicable drainage and flood control design criteria.

Landscaping

An attractively designed and maintained buffer in the form of vegetation shall provide reasonable privacy for existing or potential uses adjacent to the development. A copy of a landscape plan consistent with city landscaping requirements is being submitted as part of this application.

Unified Control

Please refer to the binding PUD agreement, warranty deed, and letter of authorization included in the exhibits of this application.

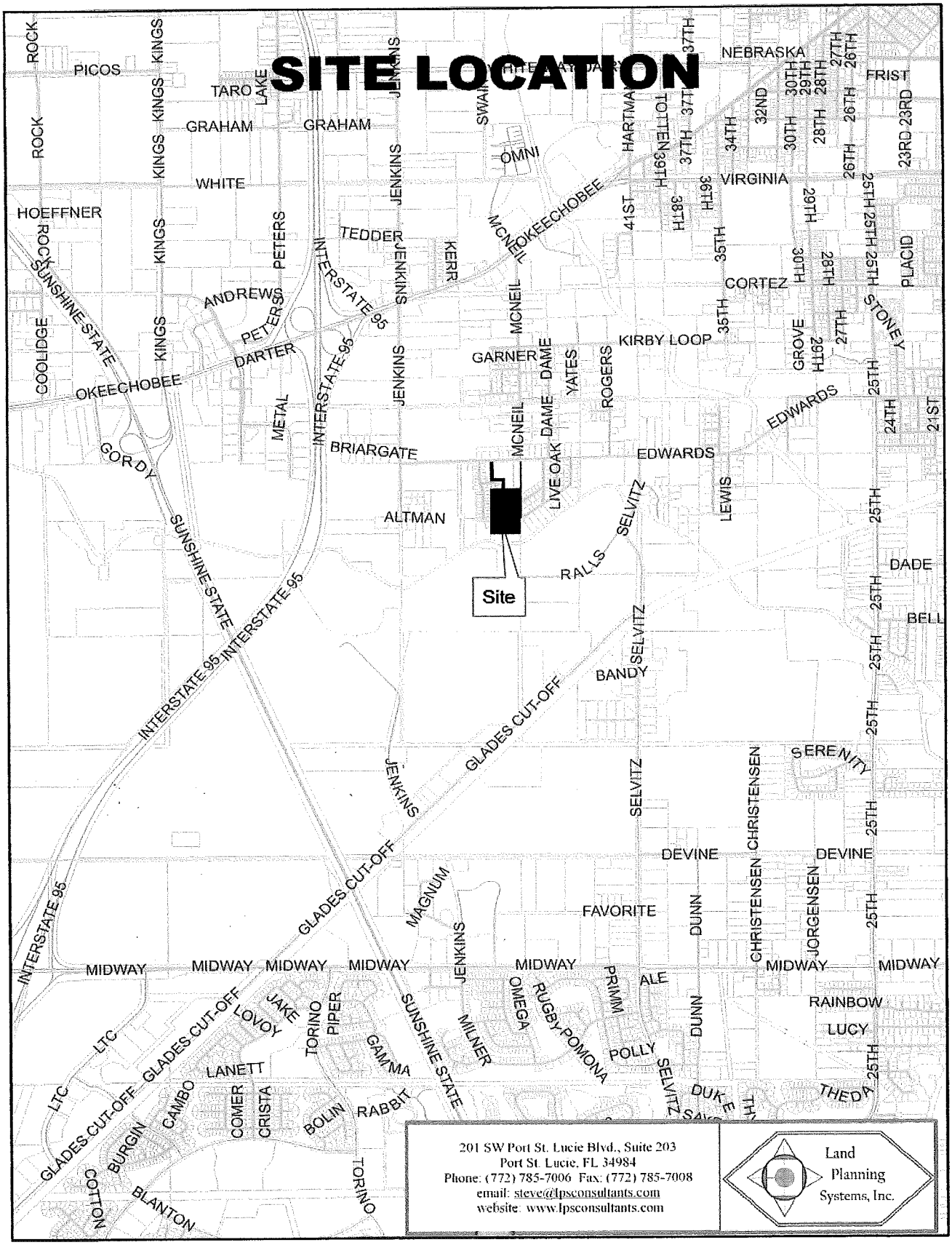
Maintenance of Common Areas

Easements necessary for the orderly extension and maintenance of public utilities, if required, shall be provided as a condition of approval. Common areas will be maintained by a homeowner's association.

The PUD will comply with regulations affecting signs and applicable portions of the city's regulations governing subdivisions.

Special Application Requirements

This application is submitted to include the property in a PUD Zone and has been prepared to include all written information as required in section 22-40 (q) of the Ft Pierce Code. As requested by city staff, a preliminary plat application was submitted to the City of Fort Pierce on February 24, 2006.



201 SW Port St. Lucie Blvd., Suite 203
Port St. Lucie, FL 34984
Phone: (772) 785-7006 Fax: (772) 785-7008
email: steve@lpsconsultants.com
website: www.lpsconsultants.com

Land Planning Systems, Inc.

SITE LOCATION



Land Planning Systems, Inc.
201 SW Port St. Lucie Blvd., Suite 203
Port St. Lucie, FL 34984
Phone: (772) 785-7006 Fax: (772) 785-7008
email: steve@lpsconsultants.com
website: www.lpsconsultants.com

FORT PIERCE UTILITIES AUTHORITY
"Committed to Quality"

206 South Sixth Street (34950)
Post Office Box 3191
Fort Pierce, Florida 34948-3191

Phone 772-466-1600
Fax 772-465-6984

April 8, 2005

Janos Gyory
Orange Gardens Development, Inc.
4863 SW 147 Place
Miami, Florida 33185

Re: Water/Wastewater Availability – 4945 Edwards Road
Parcel I.D. #2430-244-0001-0004 (85 units, 3 & 4 bedroom)

Dear Mr. Gyory:

As requested, the Fort Pierce Utilities Authority (FPUA) would like to confirm the availability of water/wastewater service to the above referenced parcel. Availability is, however, contingent upon construction of the required infrastructure, payment of the applicable fees and charges, and completion of a City of Fort Pierce Annexation Agreement located on our web site, FPUA.com.

Please contact me at extension 3480, if you have additional questions.

Sincerely,

Bo Hutchinson
Environmental Engineer

BH/fkm

pc: Dave Mellert, Environmental Engineer
Daniel Retherford, Utility Designer

ORDINANCE NO. K-346

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE PROPERTIES LOCATED IN **WESTGLEN SUBDIVISION, ON THE EAST AND WEST SIDE OF WESTGLEN DRIVE AND PROPERTIES ON THE NORTH AND SOUTH SIDE OF HICKORY LANE**; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS THE FINAL DATE OF ENACTMENT OF THIS ORDINANCE; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ZONING SAID LAND; ESTABLISHING THE FUTURE LAND USE DESIGNATION; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, be and they are hereby extended to annex to the said City properties located in Westglen Subdivision, on the east and west side of Westglen Drive and Properties on the North and South Side of Hickory Lane; legally described as:

WESTGLEN S/D TRACT A (0.92 AC)(OR 512-2454: 1105-134 (PROPERTY I.D. 2430-601-0001-000-9)

WESTGLEN S/D TRACT B (0.33 AC) (OR 512-2454: 1105-134)(PROPERTY I.D. 2430-601-0002-000-6).

WESTGLEN S/D AN UNNUMBERED TRACT BEING 5 FT X 125 FT LYG N OF AND ADJ TO HICKORY LN (0.01 AC)(OR 1105-140)(PROPERTY I.D. 2430-601-0002-100-7).

WESTGLEN S/D LOT 1(0.22 AC)(OR 2050-1795) (Property I.D. 2430-601-0003-000-3) 90 Westglen Drive

WESTGLEN S/D LOT 2 (0.19 AC)(OR 2056-486) (PROPERTY I.D. 2430-601-0004-000-0) 98 Westglen Drive

WESTGLEN S/D LOT 3 (0.19 AC) (OR 1993-288)(PROPERTY I.D. 2430-601-0005-000-7) 106 Westglen Drive

WESTGLEN S/D LOT 4 (0.20 AC) (OR 2037-1981) (PROPERTY I.D. 2430-601-0006-000-4) 112 Westglen Drive

WESTGLEN S/D LOT 5 (0.19 AC)(OR 1125-1617)(PROPERTY I.D. 2430-601-0008-000-8) 116 Westglen Drive

WESTGLEN S/D LOT 6 (0.20 AC)(OR 2056-513)(PROPERTY I.D. 2430-601-0009-000-5) 120 Westglen Drive

WESTGLEN S/D LOT 7 (0.20 AC)(OR 2174-2555)(PROPERTY I.D. 2430-601-0010-000-5) 202 HICKORY LANE

WESTGLEN S/D LOT 8 LESS BEG AT SE COR LOT 8 RUN N 00 02 23 E ALG E LI OF LOT 8 46.30 FT, TH N 55 59 28 W 50.99 FT, TH S 88 38 52 W 22.67 FT, TH N 76 46 13 W 21.21 FT TO ELY R/W LI OF HICKORY LN AND TO CURVE CONCAVE NW, R OF 50 FT, TH SW LY ALG ARC TO SW COR OF LOT 8, TH S 55 05 47 E ALG SLY LI LOT 8 112.72 FT TO POB(0.17 AC)(OR 2050-1817)(PROPERTY I.D.2430-601-0011-000-2) 203 HICKORY LANE

WESTGLEN S/D THAT PART OF LOT 8 MPDAF: BEG AT SE COR LOT 8 RUN N 00 02 23 E ALG E LI OF LOT 8 46.30 FT, TH N 55 59 28 W 50.99 FT, TH S 88 38 52 W 22.67 FT, TH N76 46 13 W 21.21 FT TO ELY R/W LI OF HICKORY LN AND TO CURVE CONCAVE NW, R OF 50 FT, TH SW LY ALG ARC TO SW COR OF LOT 8, TH S 55 05 47 E ALG SLY LI LOT 8 112.72 FT TO POB AND ALL OF LOT 9 (0.29 AC) (OR 2174-2555)(PROPERTY I.D. 2430-601-0012-000-9) 209 HICKORY LANE

WESTGLEN S/D LOT 10 (0.21 AC) (OR 2050-1792) (PROPERTY I.D. 2430-601-0013-000-6) 205 HICKORY LANE

WESTGLEN S/D LOT 11 (0.21 AC)(OR 2037-2329)(PROPERTY I.D. 2430-601-0014-000-3)201 HICKORY LANE

WESTGLEN S/D LOT 12 (0.20 AC) (OR 2174-2555) (PROPERTY I.D.2430-601-0015-000-0)124 WESTGLEN DRIVE

WESTGLEN S/D LOT 13 (0.20 AC) (OR 2050-1797)(PROPERTY I.D. 2430-601-0016-000-7) 128 WESTGLEN DRIVE

WESTGLEN S/D LOT 14 (0.21 AC) (OR 2022-1003)(PROPERTY I.D. 2430-601-0017-000-4) 132 WESTGLEN DRIVE

WESTGLEN S/D LOT 15 (0.20 AC) (OR 2037-2354)(PROPERTY I.D. 2430-601-0018-000-1) 136 WESTGLEN DRIVE

WESTGLEN S/D LOT 16 (0.19 AC) (OR 1999-2237)(PROPERTY I.D. 2430-601-0019-000-8) 140 WESTGLEN DRIVE

WESTGLEN S/D LOT 17 (0.19 AC) (OR 1999-2257)(PROPERTY I.D. 2430-601-0020-000-8) 144 WESTGLEN DRIVE

WESTGLEN S/D LOT 18 (0.19 AC) (OR 2037-1932)(PROPERTY I.D. 2430-601-0021-000-5) 148 WESTGLEN DRIVE

WESTGLEN S/D LOT 19 (0.19 AC) (OR 2037-1903) PROPERTY I.D. 2430-601-0022-000-2) 152 WESTGLEN DRIVE

WESTGLEN S/D LOT 20 (0.19 AC) (OR 2056-488) (PROPERTY I.D. 2430-601-0023-000-9) 156 WESTGLEN DRIVE

WESTGLEN S/D LOT 21 (0.19 AC) (OR 1105-147) (PROPERTY I.D. 2430-601-0024-000-6) 160 WESTGLEN DRIVE

WESTGLEN S/D LOT 22 (0.20 AC) (OR 1994-563) (PROPERTY I.D. 2430-601-0025-000-3) 164 WESTGLEN DRIVE

WESTGLEN S/D LOT 23 (0.20 AC) (OR 2174-2555) (PROPERTY I.D. 2430-601-0026-000-0) 169 WESTGLEN DRIVE

WESTGLEN S/D LOT 24 (0.19 AC) (OR 2174-2555) (PROPERTY I.D. 2430-601-0027-000-7) 165 WESTGLEN DRIVE

WESTGLEN S/D LOT 25 (0.19 AC) (OR 1976-291) (PROPERTY I.D. 2430-601-0028-000-4) 161 WESTGLEN DRIVE

WESTGLEN S/D LOT 26 (0.19 AC) (OR 2113-139) (PROPERTY I.D. 2430-601-0029-000-1) 157 WESTGLEN DRIVE

WESTGLEN S/D LOT 27 (0.19 AC) (OR 2113-139) (PROPERTY I.D. 2430-601-0030-000-1) 153 WESTGLEN DRIVE

WESTGLEN S/D LOT 28 (0.19 AC) (OR 2113-139) (PROPERTY I.D. 2430-601-0031-000-8) 149 WESTGLEN DRIVE

WESTGLEN S/D LOT 29 (0.19 AC) (OR 2113-139) (PROPERTY I.D. 2430-601-0032-000-5) 145 WESTGLEN DRIVE

WESTGLEN S/D LOT 30 (0.24 AC) (OR 2174-2555) (PROPERTY I.D. 2430-601-0033-000-2) 141 WESTGLEN DRIVE

WESTGLEN S/D LOT 31 (0.23 AC) (OR 2056-542) (PROPERTY I.D. 2430-601-0034-000-9) 137 WESTGLEN DRIVE

WESTGLEN S/D LOT 32 (0.21 AC) (OR 2022-892) (PROPERTY I.D. 2430-601-0035-000-6) 133 WESTGLEN DRIVE

WESTGLEN S/D LOT 33 (0.30 AC) (OR 2037-1961) (PROPERTY I.D. 2430-601-0036-000-3) 129 WESTGLEN DRIVE

WESTGLEN S/D LOT 34 (0.22 AC) (OR 2022-923) (PROPERTY I.D. 2430-601-0037-000-0) 125 WESTGLEN DRIVE

WESTGLEN S/D LOT 35 (0.20 AC) (OR 2022-953) (PROPERTY I.D. 2430-601-0038-000-7) 121 WESTGLEN DRIVE

WESTGLEN S/D LOT 36 (0.19 AC) (OR 2037-2356) (PROPERTY I.D. 2430-601-0039-000-4) 117 WESTGLEN DRIVE

WESTGLEN S/D LOT 37 (0.19 AC) (OR 2037-2303) (PROPERTY I.D. 2430-601-0040-000-4) 113 WESTGLEN DRIVE

WESTGLEN S/D LOT 38 (0.19 AC) (OR 2022-983) (PROPERTY I.D. 2430-601-0041-000-1) 105 WESTGLEN DRIVE

WESTGLEN S/D LOT 39 (0.19 AC) (OR 2037-2201: 2109-402) (PROPERTY I.D. 2430-601-0042-000-8) 99 WESTGLEN DRIVE

WESTGLEN S/D LOT 40 (0.21 AC) (OR 2050-1790) (PROPERTY I.D. 2430-601-0043-000-5) 91 WESTGLEN DRIVE

30 35 40 E 1/2 OF SW 1/4 OF SE 1/4 OF NW 1/4-LESS WESTGLEN AS IN PL BK 14-51- (0.44 AC) (OR 2060-2096) (PROPERTY I.D. 2430-243-0001-000-1)

30 35 40 N 220 FT OF E 125 FT OF E 1/2 OF NW 1/4 OF NE 1/4 OF SW 1/4-LESS WEST GLEN S/D-AND E 10 FT OF E 1/2 OF NW 1/4 OF NE 1/4 OF SW 1/4-LESS THAT PART LYG S OF C/L TEN MILE CREEK (CANAL 71) (0.53 AC) (OR 512-2454: 1105-134) (PROPERTY I.D. 2430-312-0003-000-6)

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Section 1 hereof as of as the final date of enactment of this ordinance and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That the City Clerk shall cause notice of this annexation to be published once each week for two consecutive weeks prior to final passage in The Tribune in Fort Pierce, Florida.

SECTION 4. That upon this ordinance becoming effective, the land hereinabove described and annexed to the territorial limits of the City of Fort Pierce shall be and the same is zoned R-4, Medium Density Residential Zone, and the Future Land Use Designation is

RH, High Density Residential Land Use, in accordance with the Zoning Ordinance of the City of Fort Pierce, Florida.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. This ordinance shall be and become effective immediately upon final passage.

STATE OF FLORIDA) ss
ST. LUCIE COUNTY)

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. K-346 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in The Tribune in Fort Pierce, Florida, on March 23, 2005, and on March 30, 2005; 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 April 4, 2005; and was duly introduced, read by title only, and passed on second and final reading on April 18, 2005, 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 19th day of April, 2005.

MAYOR COMMISSIONER

CITY CLERK

CITY SEAL)

Chairman Johnson said has anyone had a chance to review the minutes for the November 13, 2007? Is there any corrections or changes that need to be made?

Motion made by Mr. Poitier, seconded by Mr. Hayek to approve the minutes.

Unanimously approved by voice vote.

The next item considered - **#6 – Rezoning, Preliminary Plat, Preliminary Development Plan – Orange Gardens** – Applications for Rezoning from R-1, Single Family Low Density Residential to PUD, Planned Unit Development, Preliminary Plat, and Preliminary Development Plan approvals to construct a 40 single-family dwelling subdivision at 4945 Edwards Road. The owner/applicant is Orange Gardens Development Inc., and the representative is Land Planning Systems, Inc.

Mr. Buchwald said Mr. Chairman, members of the Board, for the last time this year, David Carlin will present in front of you.

Mr. Carlin said good evening members of the Board. Tonight the Applicant is proposing to construct 40 residential units on a 17.62 acre parcel located on the South side of Edwards Road East of Jenkins Road. The development will consist exclusively of single-family homes and will incorporate existing native vegetation and wetlands into the design. The Applicant also requests a rezoning of the subject property from R1 medium density residential to Planned Unit Development (PUD) to permit the proposed development. As you can see in the photo, the 17.62 acre parcel is vacant and was previously occupied by a citrus grove. Now the property is zoned R1 – single family low density with a future land use of RL- low density residential. The properties to the North of the proposed development are occupied by single family homes and located within unincorporated St. Lucie County. Now the property to the South is currently vacant and also unincorporated. The properties to the West as you can see are zoned R4 and consist of duplexes. The vacant properties to the East are unincorporated and consist of single family homes. What you're looking at here is a photo of the East property boundary looking North at the current site conditions. This photo represents the current native vegetation that currently exists on the property. Now to the East there is a residential development that is located in unincorporated St. Lucie County. As far as the construction schedule goes for this development, the PUD will be completed in one phase and will only consist of 40 single family homes. Now based on the development schedule, the anticipated rate of construction will be approximately 20 homes per year with an estimated completion date of 2010. Now the density for this proposed development is 2.89 units per acre which is less than the maximum allowed in the R1 zoning district which is 4 units per acre and less than 15 units per acre as allowed by the PUD. Now although the density is considerably lower than both the R1 zoning district and the PUD requirements, the preliminary plat specifies that the lot dimensions will be less than the 75 foot wide requirement and the 110 foot depth requirement. As such, the Applicant is requesting the development to be zoned a PUD to allow for the smaller lot sizes since there are no specific standards identified in the PUD, Section 22-40. Now the lot sizes will range from 6600 square feet to approximately 11,000 square feet and each lot will include a 5 foot drainage easement on each side. In addition, the proposed development will have 50 foot right of

ways with also five foot easements on either side for a total of 60 feet. Now as far as the open space and recreation component of this particular PUD, the PUD standards do require that a substantial amount of open space and appropriate commercial public and semi-public uses are provided. Greater than 60% of the site for this development will be devoted to open space for residents which are substantially higher than the minimum requirement. In the concept behind providing substantial open space for this particular development, is based on the fact that there are environmentally-sensitive lands located on the South side of the property and by integrating the open space with the wetlands, the residents and the public can come in and actually enjoy the open space areas. Now to ensure safety and to maximize the recreational amenities, this development does actually incorporate sidewalks on both sides of the street and will connect to Edwards Road. The recreational amenities will also include a club house, pool, and gazebo for the 40 single family homes. What you're looking at here is a photo of the transitional area between the current citrus grove and where the wetlands actually begin. So this gives you an idea of what kind of buffering will be preserved between the areas that will be developed and where the natural wetlands are. Now according to the environmental report, there are 3.88 acres of wetlands on the property and they will all be preserved as part of the development. In addition, the development will enhance the 25 foot buffer area around areas where the development will occur. In that 25 foot buffer area, substantial trees and vegetation will also be integrated in that area to further enhance the environmental characteristics to the property. In addition, to ensure that the wetlands and upland protection areas area are protected in the future, the conservation easement will be placed over the preservation area and dedicated to the homeowners association. Now, this slide basically represents the actual wetlands as you can see shaded in light yellow on the left hand side of your screen and the red area represents that transitional that buffer area that 25 where the vegetation will be placed. The yellow line represents flood land. Half of this property is located within a flood zone because of the close proximity to ten-mile creek and the elevation actually changes considerably from the right hand side of the screen which would be the northern part of the property from approximately 15 feet all the way down to an elevation of 2 feet at the beginning of the wetland areas. Now based on these conditions, and the fact that some of those homes are located within a flood hazard zone at the time for building permit, the Planning Division will assess whether or not the homes are actually flood-proofed to meet the flood requirements as specified in the City Code. What you're looking at here is an example of the types of homes that will be constructed within this particular development. Each single family home will include a two car garage and a 19 foot wide driveway to accommodate visitor parking. In addition, each home will be provided with a gas backup powered generator for power outage situations and each home will actually be constructed and have additional hurricane measures to protect against high winds. The development is actually situated approximately 650 feet South of Edwards Road. Access to the development will be provided by a 60 foot wide meandering access drive that extends from Edwards Road down into the development as shaded by green. The development will not be gated and will include a dedicated school bus stop at the entrance of the roundabout. Access to the development will be provided by separate turn lanes along Edwards Road heading east and west there will be actual dedicated turn lanes into the development. This slide just represents where the entrance will be located on Edwards Road. As far as traffic impacts are concerned, a traffic report conducted by LBFH specified that approximately 368 trips will be generated by the proposed development and the general trip distribution indicates that 80% will head to the east, 20% to the west. The report also

specified that the proposed development will not have any significant impacts on the surrounding roadway network. Now all the affected departments have reviewed this submittal and have approved the proposed site plan based on it meeting the requirements of the Code. Staff recommends that the Planning Board forwards a recommendation for approvals of the preliminary plat, the preliminary development plan and the rezoning to the City Commission.

Chairman Johnson said thank you very much. Any questions of staff from the Board?

Vice Chair Olson said I didn't think I saw any paths through utilizing the conservation element of this plan. Are there any planned?

Mr. Carlin said Mr. Chair, Ms. Olson, there are actually no paths within the wetland area. That requires substantial permitting and it may not even be allowed. One thing to consider with this property is that there is actually, and I'll go back to the aerial, does not abut ten mile creek so there is another parcel that is located further to the South that is not part of this development. The answer to your question is no, there are no specific sidewalks or paths within that conservation area. My understanding is that it's very difficult to get those types of permits.

Vice Chair Olson said thank you.

Chairman Johnson said any other questions?

Mr. Reilly said my understanding is--the only--you have the--as far the zoning on it currently, you have the--the only thing you really have a problem with is just the size of the lot, the frontage I guess that's what you...?

Mr. Carlin said Mr. Chair, Mr. Reilly that is correct. It's specifically the lot size and dimensions. They don't meet the standard dimensions for the R1 zoning for that. As I pointed out, the density is significantly lower than what would be permitted and allowed in the R1 zoning, so we're just dealing with lot size dimensions.

Chairman Johnson said any other questions?

Mr. Knott said yes Mr. Chairman. On the entry drive, there are two different dimensions for the width. On the plat their showing a pavement width of 12 feet on sheet 2 on the plat I believe it is 2 of 3; in other words, divided out by Edwards Road but on the construction plans, on sheet 2 of 12 it shows 14 feet. I think both of them meet Code but just for continuity.

Mr. Carlin said Mr. Chair, Mr. Knott that is correct. There is a discrepancy there and there was a last minute change by the City Engineering Department that addressed this specific issue with the actual entrance widths. I'd have to go back into the folder to see exactly what the change was but—Bob, do you remember what the requirement was?

Bob Frank said (from the audience)[inaudible]

Mr. Knott said it was the 14 width, Bob, is that what you're saying?

Mr. Carlin said Mr. Chair, Mr. Knott I believe the 14 foot wide lane widths are the correct widths. The Engineering Department had an issue with the 12 foot lane widths, but there were last minute revisions that probably wasn't...

Mr. Knott said just wasn't reflected on the plat. I'm sure the Applicant will take care of that. On that entry road, Bob was talking about the radiuses on these things. It's almost like a switch back entrance into this thing. I realize it's not a high density and only 40 units in here but there is going to be a lot of traffic going around those two curves to get back to it. I was wondering if there was any discussion during the review or during the design, I guess I can ask the Applicant when he comes up here, about trying to add a little pavement on the inside curves of these and that I don't think they can do it on the first curve off of Edwards because they are about ready up against the back of the walk. It's almost about a foot off of the property line but on the next curve, it appeared to have about five feet in there. If they could flatten out that radius just on that interior, the inside lane, they could probably pick up about four or five feet of pavement on that inside because you're going to need it with that much turn there. Twelve is more than required but if they can go to 16 or 18 or something like that on that inside lane, that's where it's really going to hurt. Also, just curious if there is any conversation during the review of perhaps super elevating the outside lanes so that when you go around the outside lane you're not drifting off the thing. If you super elevate it, that half would look like Daytona, but it could--it'll push it down—push the car through that curve instead of off of it. Do you know if there was any discussion about super elevating that?

Mr. Carlin said Mr. Chair. Mr. Knott, I'm not aware of any discussion on the elevation but as far as the entrance driving width, original that was just one wide 60 foot section which the Code doesn't allow that. There had to be sidewalks factored into the equation as well to get access out of Edwards Road so I think that played somewhat of a factor into the lane configuration. I know the Engineering Department specifically had their own set of parameters for this particular entrance and I don't know what those—Bob would be the best person to answer that.

Mr. Knott said I'll ask the Applicant when he comes up then on that one curve and maybe super elevating the outside on the others because I think that would help negotiating those two very sharp curves there. Thank you.

Vice Chair Olson said Mr. Carlin, do you know the speed limit that they are going to post on that access ramp?

Mr. Carlin said no ma'am.

Chairman Johnson said okay, any other questions? Okay, I'd like to invite the Applicant forward at this time. If you would state your name and association for the record, please.

Mr. Ball said Steve Ball with Land Planning Systems representing the Applicants, Orange Gardens Development. I'd like to thank David for helping us resolve the last few problems

and issues just to make changes and to get us here tonight. We're glad to be here. I don't want to be too redundant but just a few points. This is a 40 lot subdivision. It was 52 originally and we reduced it to enable us to increase some of the open space requirements. I think it's unique in both design and architecture. With the design, we had a significant amount of open space, we're incorporating water that flows behind the units and so we'll have, essentially, like a running stream behind the units which will be a nice amenity. The recreation features backup power gas generators. One of the owner's concerns, and the owner is here, Mr. Gary, was to have a project that essentially is hurricane proof in the sense that you wouldn't lose power through the back up generators and the wind design of the units would withstand a major force hurricane so that's been incorporated into the design. Of course, wetland protection and landscaping and then we're under 3 units per acre. The architecture, we think, is unique because it incorporates stone work and windows and you have copies of that in your PUD packet on pages 24 and 25. One of the goals was to try and integrate the homes into the environment so we incorporated a lot of landscaping and use of water and this sort of a more natural stone sort of design on the project. Finally, I think the other thing to note is that this will have a very positive economic impact on the City. We estimate that the homes will be valued at $500,000 or greater so there will be a very nice project in tax revenue for the City. The consultant team and the owners are here. We're available to answer any of your questions and we're just here to support the project and staff's recommendation for approval. Thank you.

Chairman Johnson said thank you. Any questions of the Applicant? I guess I had a couple of things that I would need you guys to address would be the question Mr. Knott brought up about the roadway design—the entrance design.

Mr. Ball said Mr. Velasco, our Engineer.

Mr. Velasco said good evening ladies and gentlemen. Mr. Knott, in particular with the comments you had regarding our entry road, it appears to me that we all have ideas on how we are going approach a problem. In particular, in engineering, of course, and just so you know a little bit of the history and what happened here. Our first design had somewhat of an urban setting as if you come into any intersection in Fort Pierce. So we had a very sharp 90 degree turn and we had a very small radius at the intersection and that met with a little opposition from the Engineering Department and then we had two or three different people giving us variations on how this should be done. So what you see here at the end of the day is a collaboration of different ideas from different people in your many departments. We're trying to please everybody which was the extent of the problem which was married at the end of the day as well. We're open to suggestions. We can certainly approach this in different ways and again, this is just the outcome of many thoughts in the process.

Mr. Knott said the one problem, the opportunity I see here is that one inside lane there, it looks you've got a little leeway if you'll look at that. You got, it looks like, about five or six feet back to that property corner on that second turn on the inside curve from the back of the walk to that property corner.

Mr. Velasco said the back of the walk is maybe a foot—foot and a half from the corner so that's where

Mr. Knott said so that's the first curve.

Mr. Velasco said that's actually both of them.

Mr. Knott said that's not what you're drawings are showing. If you scale them on there, I put a scale. If these drawings which I'm assuming their accurate because their computer drawn, there's from that actual corner to the back of your sidewalk, you've got about five feet on there. It's scaled about five feet. The other one doesn't. It looks like the intent was one foot.

Mr. Velasco said I think maybe the drawing, correct me if I'm wrong, is this the plat drawing that we're looking at on the screen?

Mr. Knott said no actually both of them. I looked at the plat and I looked at your construction notes.

Chairman Johnson said this one seems to be different.

Vice-Chairman Olson said what page are you on?

Chairman Johnson said 1 of 12 is what I'm looking at.

Mr. Carlin said we're on page 2.

Mr. Velasco said if you look at the corner, which I believe you're referring to, I have barely a foot and of course as you said with the computer we can be very accurate with that, but there is very little space left.

Mr. Knott said that first line you're looking at is not your property line now, that's a contour line. If you'll follow that around, that's one of your generated copy of that.

Mr. Velasco said actually that's the back of the sidewalk.

Mr. Knott said okay the first back—what are you looking at there?

Mr. Velasco my outside line if I follow it here that would be my property walk.

Mr. Knott said that's your property line, right?

Mr. Velasco said back of sidewalk.

Mr. Knott what? Yeah I know. I see you're back of sidewalk. That's what I was going to. Now if go out that first corner you go to is not your property corner, that's a contour line. That's a 14 contour. The second line out there is your property line, so you see what I'm talking about?

Chairman Johnson said it's the outside right angle.

Mr. Knott and if you put a scale on it, it's about 5 feet. Look up at your other corner. If you want to move up the page to see what I'm talking about. You'll see it at the first curve, if you just move it down, you can see the—if you look up the other one you can see how you are one foot off of that property corner. Okay, now you're talking, what page is that.

Chairman Johnson said that's the site plan page and that's sheet 1.

Mr. Knott said and that's about 5 feet, that dimension. It doesn't look like much here, but believe me as you know that extra 4 feet or whatever that's going to give you, if you pull that back, that's going to make that curve a whole lot more manageable to have an extra 4 feet of pavement. Can you do that?

Mr. Velasco said we can certainly give that a shot.

Mr. Knott said okay. Just do that for that corner as you did for the first corner up there because you have one foot off up there it'll just flatten that out in there. How about the super elevation? Do you think that would help at all? I know this is low speed and super elevation is for higher speed but, if you kicked up that outside lane, wouldn't that help hold the cars in the lane rather than drift off the pavement? What do you think?

Mr. Velasco said I'll be happy to accommodate any of your ideas.

Mr. Knott said I think that those two items, if you incorporate them or try to incorporate those into your final plan, I think that's going to make, it's not going to make it perfect but it's certainly going to make it I think a little bit better to get those people around those corners because you're going to make those people drift across those lanes as it is even though they are only going 10 miles per hour. So you all won't have any trouble if we include it in our motion to try to take care of it?

Mr. Velasco said not at all.

Mr. Knott said one other question I had on this too. Are these as being platted--so these will be fee simple as far as you know?

Mr. Velasco said yes.

Mr. Knott said and the right of ways are all going to City for maintenance.

Mr. Velasco said they are going to be private.

Mr. Knott said they are going to be private. Will it be gated?

Mr. Velasco said no; not gated, but private.

Mr. Knott said okay. So that answered my question about all the preservation land too.

Mr. Velasco said I'll give that to South Florida Water Management.

Mr. Knott said preservation but your ponds that will be part of the POA then?

Mr. Velasco said correct.

Mr. Knott said thank you.

Mr. Hayek said your design said it was rated for 155 mph winds, Steve?

Mr. Velasco said that's the architect's work, I claim no help in that. Mr. Ball is here he is one of the owner's of the project.

Chairman Johnson said Mr. Ball if you would come forward.

Mr. Ball said yes, at least 150. It could be higher than that.

Mr. Hayek said the plan shows flat decks on all your houses. After the hurricanes, it seemed like most of the flat decks gave up. The flat decks had more of the damage than a typical roof. Are these being reengineered to allow for that.

Mr. Ball said it's a little bit out of the, I'm not the Planner so I'm not the actual Architect on it but I guess all I can say is that they will be designed to handle that kind of wind load.

Chairman Johnson said I guess in regards to that also each individual unit will have their own generator, is that correct or is there one central.

Mr. Velasco said it is one unit per home.

Chairman Johnson said and are those located typical on the side of the property?

Mr. Carlin said Mr. Chair, I can show you a rendering of that if you want but it is located on the side.

Chairman Johnson said yeah, I guess I didn't see it and being that they are hurricane I don't want to say friendly.

Mr. Ball said that's a great marketing idea. I'd love to have a backup gas/fire generator and no one has to put up shutters and feel safe in my home even though a big storm's coming.

Chairman Johnson said did this project fall into the design review? I know it's a PUD but how late

Mr. Carlin said Mr. Chair, no it did not. This project has been here for some time. I think, when was the original submitted, back in 2005? 2005.

Mr. Ball said actually we went through with some previous staff members we did review the design and work with them a little bit to have a little stronger street presence of the homes, and the sidewalks and the landscaping so it would have more of a community feel.

Chairman Johnson said so because of the design rating of the house, it'll be hurricane impact glass since there's

Mr. Ball said yes.

Vice Chair Olson said you mentioned that there is going to be a flow to the creeks you provide?

Mr. Ball said yes. The creeks behind the homes are artificial creeks so

Vice Chair Olson said where does the flow come from?

Mr. Ball said there will be pumps to circulate the water.

Vice Chair Olson said oh really?

Mr. Ball said yes. It'll have the appearance of a little stream behind your house.

Vice Chair Olson said I just thought it was a very thin pond. Okay. I'm just interested about the modern design the 60s modern design that you guys chose. You don't see that at all and I'm just curious about it. Most people think that's a little risky for marketability.

Mr. Ball said yes, it's a different idea. We think it's unique and it'll provide for a different market. We're hopeful.

Vice Chair Olson said one other thing I had a question in regards to the environmental impact report. Would you be the right person to address that?

Mr. Ball said we have environmentalist here, Chris Fodnick.

Vice Chair Olson said and it ties into your landscape plan.

Mr. Fodnick said Chris Fodnick, Ecological Consultant of Florida.

Vice Chair Olson said I was taking a look at the soil survey that you have in here. I noticed that the two soil types are most prevalent where the houses are going to be built are the Riviera Fine Sand and the Suzanna. I noticed that common to both of those types are some common landscaping plants—cabbage palms/pine saw palmetto—would you recommend those plants as plants to use in more abundance than they are currently in their landscape plan?

Mr. Fodnick said in a natural setting, the soil type has those types of plants in a natural setting. From a landscaping standpoint, any of the vegetation that has been selected in here

will do just fine in that type of a soil setting. That just happens to be the ones that you find in Florida that naturally occur in that soil type. With regards to existing plants, we do have particular within the wetland buffer area the more native species and there is some showier things and I'm not the landscape architect but the landscape architect did incorporate into the actual lots that are going to be there. But to answer your question, I think either plant will do just fine in that type of a soil type. One other thing just to address an earlier question you had Ms. Olson is that you had asked about the preservation area, and whether or not you could do trails or there were no trails shown. As Mr. Carlin indicated, it is a permitting task to do that and that's not something that we want to incorporate in there. To be prepared in the future, the client would like to consider that in the future so what we've done is the conservation easement we propose to Water Management District is the recreational one that would allow for that specific use in the future as it comes up. With the 10 mile creek corridor, we know that there's going to be other interest along that even though we don't own the property all the way to the creek. We do have a significant amount of flood plain there.

Vice Chair Olson said okay. Thank you.

Chairman Johnson said thank you. Any other questions from the Board?

Vice Chair Olson said yes. I'm not exactly sure which consultant to address this question to but when you guys come back before us for site plan, I was wondering if you could bring us some line of sight renderings for how this would look since we're doing smaller lot sizes. I'd just like to know not just not how like one how looks but like how a couple of houses down the street would look. How close together they look and how they look. I'd like to see that.

Mr. Ball said the final site plan?

Vice Chair Olson said when you come back before us for site plan. I'd like to see that. The other thing is I'd just like to recommend especially for the Saw Palmetto and the Slash Pine. Both the Saw Palmetto and the Slash Pine have a very angular look to them.

Mr. Ball said we have some photographs that our artist he can show them on here that were part of our previous submittal. We didn't include it in our final one. We had provided these. I had forgot about them.

Vice Chair Olson said yeah. That is a different design, isn't it.

Mr. Ball said this was a different design concept for the

Vice Chair Olson said yeah, but if you could do something like that for these that would be great.

Mr. Ball said this was one of our original design concepts but it gives you the idea of how the building is set in relation to those three. We have changed these to reflect most of the current design.

Vice Chair Olson said I was just going to say that I would just recommend using more of the saw palmetto and the slash pine in your landscape design. They are both very angular and I think the 60s modern style that you are choosing and they would also grow well in the soil. Go back a little bit more towards the native so it's just a suggestion.

Mr. Ball said our landscape architect is not here but we'll review everything.

Chairman Johnson said anything else Olson?

Vice Chair Olson said no, Sir.

Chairman Johnson said any other questions from the Board? Okay. Thank you very much. Is there anyone here for or against this Project? Okay. I didn't think so. Seeing none. I'll open it to the Board and entertain a motion.

Mr. Knott said Mr. Chairman, I move that we recommend approval of the project with the stipulation that the Applicant endeavors to increase the pavement in the inside lane pavement on his entrance road for the two curves on the entrance road to a point where the back of the sidewalk would be one foot off of the property corners for both of the turns—both of the curves and also that they try to or consider using super elevation on the outside lanes within the limits of the two sharp entry curves.

Chairman Johnson said so your motion is to approve the rezoning preliminary plat and some recommendations for the preliminary development.

Mr. Knott said yes and one other thing just to also confirm that they correct the plat to show that there is a 14 foot lanes on the entry roads off of Edwards.

Chairman Johnson said okay.

Motion was made by Mr. Knott, seconded by Mr. Poitier, to forward a recommendation to the City Commission for approval of the rezoning and recommend adjustments for the preliminary development.

Chairman Johnson said a motion and a second any discussion?

Vice Chair Olson said Mr. Chair, I would just like to comment that this one of those PUDs, in my opinion, that really deserves to be a PUD without commercial like we like to try and say that PUDs should include commercial but this is a good example of in my opinion, a great PUD a great reason to have a PUD to increase the wetland and decrease the lot sizes so that you can throw out some of those Code restrictions to get a better project. I'm glad we saw it and I think it's a good project.

Chairman Johnson said I agree. Any other discussion?

Mr. Buchwald said Mr. Chair. Mr. Knott, again for clarification on that super elevation element is that for the purposes of providing a safer turning movement on that?

Mr. Knott said yes, on the outside lane rather than have it slope away from it, it will kick it up and the gravity will keep the vehicles in their lane as it goes around.

Mr. Buchwald said a question I would have would be, would that encourage a greater speed through that area or should perhaps the design in and out of that curve that provides more of a traffic calming created them to then force the vehicle to go slower and also accommodate that as well.

Mr. Knott said I thought about Mr. Buchwald and the degree of those curves are the 62 foot centerline radius that they have I debated that too. Are you going to encourage speed or are you going to provide a perhaps a little safety and I think they are going to be so slow I don't think there is going to be a tendency, there is not enough leeway on these things I think to kick it up. My feeling is, maybe they need to talk with the staff or go back to the design manuals on this and see, but if they could do it, I feel that it would be a safer—it would act as a traffic calmer if you leave it the other way because you'll probably find some of the people drifting off to the side going around it and it may go up over onto the sidewalk. This way, at least they would be funneled back into the traffic and not up onto the design sidewalks.

Chairman Johnson said this comes back before us, right, for site plan.

Mr. Buchwald said no, Mr. Chair. This would be it so it's all three at once, the preliminary development plan, the preliminary plat and rezoning. However, the traffic engineer is whispering in my ear, our City traffic engineer that he has understood what you are referring to and that he will work with the applicant in order to provide that type of super elevation and also the safety while ensuring that it doesn't encourage –it doesn't become a greater speed—increase a greater speed.

Mr. Knott said I think it would be so subtle that you'd really have to kick it up a foot on that outside before you would get a NASCAR effect on this thing so I'm thinking that you was trying to get it a little more comfortable to get around that.

Mr. Buchwald said he's thinking that there is some type of 8 degrees slope meter or slopeometer or obviously he's very excited I've never seen him this excited so he can't wait to work with that Applicant. Thank you for bringing up that point.

Mr. Knott said I'd just take the 2% slope right on across that you have on the inside lanes is 2% I think be adequate. It's just it's a negative force if you going around the outside and the pavement is sloping that way, but if you get it up this way, it certainly helps you get around the corners.

Chairman Johnson said I think another thing that you're going to have to take into account as they work through this is you're site is limited at that spot so you're taking an outside and you're raising it, you either are going raise the sidewalk, are you drop off to the property line are you causing other issues so I know they are looking at all angles.

Mr. Knott said I saw how much the existing grade and how much they would have to kick that up so but they are only bringing it up about six inches I think but that's something if they would look at that that's why I want to put it in the motion and talk with the City Engineer again about that. Now is the time to do if we are going to try and do it and hopefully it'll work out.

Vice Chair Olson said Mr. Chair, I just want to clarify with Mr. Buchwald. Mr. Buchwald, you said this is the only time we are going to see this project. It's not coming back for final site plan?

Mr. Buchwald said no. Mr. Chair, members of the Board, let me just check on that for final development plan just to be sure I'm speaking correctly.

Vice Chair Olson said because this says preliminary development plan.

Chairman Johnson said Mr. Walker, any input?

Board Attorney Walker said Mr. Chair, Mr. Buchwald is correct. The procedure is set out at Section 22-40(r) that provides that the Planning Board reviews the preliminary plat but the only procedure governing approval of the final plan is public hearing in front of the Commission.

Mr. Buchwald said and if I may elaborate on the purpose of that is if it's not consistent with the preliminary plan then the Commission sends that back to you and sends through the process again so if there is any significant deviations from that, then it would be brought before you. But if it is not, this is the only time it would be before you.

Chairman Johnson said thank you. Any other discussion? Can we have roll call please.

Those in favor were: Mr. Dannahower, Mrs. Dixon, Mr. Harris, Mr. Hayek, Mr. Knott, Mr. Lloyd, Vice Chair Olson, Mr. Poitier, Mr. Reilly, and Chairman Johnson. Those opposed: None.

The next item considered - **#7a – Other business. Discussion of Land Development Regulation Update Process.**

Mr. Buchwald said Mr. Chair, members of the Board. As we look forward the upcoming rewrite of the Land Development Regulations in the next year, first I'd like to summarize the past year because it's been a busy year for all of you just going over some of the numbers that you have considered. Over 25 site plans that resulted in the approval of over 1,000 residential units. But, more importantly, you approved close to 1 million square feet in commercial/industrial space. If you recall, the site plans include the Interstate Business Park, Old Florida Village and the downtown Parking Garage. You also reviewed 6 plats, 2 conceptual plans, and 6 rezonings. You also approved 10 alcohol licenses, 8 conditional uses, 4 special exceptions. You also considered 6 zoning text amendments. If you recall, these included such things as creation of the E2, E3 zoning districts. The Outside Storage

The next items on the Agenda were: (a) Public Hearing on Application for **Site Plan Review** submitted for a Preliminary Development Plan for **Orange Gardens** (residential PUD with 40 dwelling units and clubhouse) to be located on 17.62 acres at 4945 Edwards Road; said property currently zoned R-1, Single Family Low Density Zone, but is concurrently being considered for rezoning to PUD, Planned Unit Development.

(b) Ordinance No. L-08 entitled, "AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **REZONING** PROPERTY LOCATED AT 4945 EDWARDS ROAD FROM R-1, SINGLE FAMILY LOW DENSITY RESIDENTIAL ZONE, TO PUD, PLANNED UNIT DEVELOPMENT ZONE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE." was placed on first reading and read by title only. (Applicant: Orange Gardens Development Inc.)

(c) Public Hearing on Application for **Subdivision Review** - Preliminary Plat - submitted by Orange Gardens Development, Inc. for **Orange Gardens S/D** to be located at 4945 Edwards Road.

Mr. Peter Buchwald, Zoning Administrator, said the applicant is proposing to construct 40 residential units on a 17.62 acre site located on the south side of Edwards Road east of Jenkins Road. The development will consist exclusively of single-family homes. The parcel is currently vacant and was occupied by a citrus grove. The applicant requests a rezoning of such property from R-1, Low Density Residential, to PUD, Planned Unit Development, and approval of a Preliminary Development Plan, and approval of a Preliminary Plat. The property is zoned R-1, with a Future Land Use of RL, Low Density Residential. The properties to the north are vacant or occupied by single family homes and located within unincorporated St. Lucie County. The property to the south is currently vacant and also unincorporated. The properties to the west are zoned R-4 and are occupied by duplexes. The vacant properties to the east are unincorporated and consist of single-family homes. The density for the proposed development is 2.89 units per acre, which is less than the maximum permitted in the R-4 zoning district, which is 4 units per acre, and less than the maximum permitted of 15 units per acre for a PUD. The Preliminary Plat specifies that the proposed lot dimensions will range in size from 6,600 to 11,000 square feet. The development includes open space and common open space in the upland area in quantities which significantly exceed the PUD requirements. To ensure safety and to maximize recreational amenities, the development will incorporate sidewalks on both sides of the street and will connect to Edwards Road. Recreational amenities also consist of a clubhouse, pool, playground, and a gazebo located toward the front of the development. Access to the

development is provided by a 60-foot-wide meandering access drive that extends from Edwards Road into the development. The development will not be gated and will include a roundabout with a dedicated school bus stop at the entrance. Access to the development will be provided by separate left- and right-hand turn lanes on Edwards Road. A Traffic Impact Analysis updated by Boyle Engineering in February 2008 indicates that 383 daily trips will be generated by the development with 37 AM peak hour trips and 47 PM peak hour trips. The analysis concludes that the traffic from the project will not significantly impact the Levels of Service for the roadway links or intersections, and no additional off-site roadway improvements are necessary. Each home will be provided with natural gas backup generators during power outage situations and all homes will incorporate additional hurricane protection measures including designing homes above the current wind load requirements. Here is a streetscape view of the development. Based on the development schedule, they anticipate the rate of construction is 20 homes per year with an estimated completion date in the summer of 2010. All affected Departments have reviewed the submittals and have approved the proposed Site Plan based on it meeting the requirements of the Code. At their meeting on December 11, 2007, the Planning Board voted unanimously to recommend approval of the applications with the conditions that the applicant endeavors to make adjustments to the curves on the entrance road and that the preliminary plat is corrected to show 14-foot lanes at the entrance road. The preliminary plat has been corrected and the applicant discussed the adjustments to the entrance road curves with the City Traffic Engineer, but it was mutually agreed upon by both the City Traffic Engineer and by the applicant that such adjustments would not produce the desired effect on traffic through the curves. A total of 105 notifications of the rezoning application were mailed to property owners located within 500 feet of the establishment. As of today 16 responses have been received - 3 of which approve the rezoning and 13 of which oppose the rezoning. Based on the Preliminary Plat and Preliminary Development Plan meeting the requirements of the City Code and based on the Rezoning satisfying City Code standards, Staff recommends approvals of the Preliminary Subdivision Plat, Preliminary Development Plan, and Rezoning.

Commissioner Alexander said he thinks this would be a beautiful fit for the City of Fort Pierce, but his main concern would be the opposing of this.

Mr. Buchwald said the majority of the opposition comes from the subdivision located to the east. The vast majority of the opposition is from those homes to the east which is in unincorporated St. Lucie County.

Commissioner Alexander asked they are talking about 40 homes which are going to be self-contained, self-sufficient, and the whole nine yards, right?

Mr. Buchwald said yes. And there will be buffering along that.

Commissioner Becht asked does Staff know who owns the property between there and what is Five-Mile Creek?

Mr. Buchwald said it is owned by a private party. He doesn't know off the top of his head who owns it.

Commissioner Becht asked but not the applicant?

Mr. Buchwald said no, it is a different property owner.

Commissioner Alexander asked do they know how much property that is?

Mr. Buchwald asked in terms of the size? Not off the top of his head.

Commissioner Alexander said so pretty much nothing can be placed on that property. He doesn't see any entrance or exit to that property.

Mr. Buchwald said that is correct. All of it is in a flood plain, it is wetlands. It doesn't seem like it could be developed.

Mayor Benton said it floods really bad along there. They could build something on real tall stilts in there. It is going to get real wet.

Commissioner Alexander asked all of that is going to be greenery there, right? How would they get to it?

Mr. Buchwald said the development includes preservation of that south end where they see the heavy foliage, it will be in conservation.

Commissioner Becht said as a followup to that, his concern is that he knows the County is trying to assemble a greenway and they are trying to do that on Five-Mile Creek. If the property is too low or too flooded on the south... The property that is not the applicant's property that actually fronts on Five-Mile Creek, if that is too low to be usable, it might be advantageous if they got appropriate easements or consents from this applicant, as they

assemble the greenway trails, that they could come onto their property at a higher point so they have usable property, albeit it is not on the actual Five-Mile Creek.

Commissioner Alexander asked the entrance that looks like a maze there, do they have a sufficient area for fire trucks and emergency vehicles and so forth there?

Mr. Buchwald said yes. The Fire District has approved of the plan. They have already analyzed it in accordance with what they require.

Mayor Benton declared a Public Hearing in session and asked if anyone in the audience wished to be heard.

Mr. Steve Ball, Land Planning Systems, Inc., said this is a 40-unit residential subdivision which he thinks is both unique in design and architecture. Regarding the design, there is a significant amount of open space including the flowing waterway idea behind the units which will operate through a pump system, so they will actually have running water throughout the project and use that as an amenity. There are other recreational amenities. There are backup generators. It will be designed to withstand major hurricanes. So there is a very unique sort of market here that they are trying to design for the safety factor of these residential units. There is also the wetland protection as they mentioned. A pretty low density rate. There are some drawings in their packet regarding the architecture and the unique design of stone and glass. He thinks it is very attractive. Finally, they think this will have a very positive economic impact on the City. The units will be sold for above $500,000, probably starting somewhere around $600,000 and up from there. They are very pleased about adding that tax base to the City. Their consulting team is here, their engineers and traffic planners, and they will be glad to answer any questions the Commissioners may have.

Mayor Benton said when he looks at this, the architecture is definitely different, he is seeing flat roofs. Is this something where they can put in... He knows there are some solar panels out there today which they can put on a home like that and on a good day they use very little electricity, on a cloudy day they will be pulling some. He knows it is something that has been talked about when they are talking about the price of the home. That would be something, if they are not talking about it, to look into.

Mr. Boyle said he would be glad to look into it. They haven't really had that discussion with the owners. But he thinks it may

be something that could be another amenity and worthwhile to look at.

Mayor Benton said it appears to be getting affordable and there might be some State grants to help do it. It seems like they want to grant everything else for green. That might be a way to really entice people into it.

Commissioner Sessions asked as far as the fiscal impact of the project itself, in light of the potential tax base of this particular project, is there any particular reason why Mr. Buchwald's memo outlines fiscal impact being none?

Mr. Buchwald said he sees that on the cover sheet. That is an oversight. Typically on those Staff does indicate about how the increased improvements will increase the tax base and will provide the potential for additional tax revenue. There is no negative impact as they see it in terms of the fiscal impact. That is an oversight to not include that standard language as they have done in the past. He appreciates him bringing that to their attention.

Commissioner Sessions said hats off to the developer, especially in times like these when they are in such an economic state of depression, for a developer to come forward with a top notch project like this. He wishes the previous applicant had stayed to hear this presentation so they could get an idea as to what their Staff smiles on and what this Commission smiles on in terms of potential projects. But at any rate, he commends them.

Mr. Terry McQuillen, 200 West Glen Drive, said he lives to the west of the project. He has been down here for about seven years. It is a flood zone. The impact of this to his property, he is concerned about traffic and noise. He bought the house for privacy and quiet. He worked seven years on it. He has been through a few floods. He is concerned about the flooding and just the number of people who will be in his area.

Mayor Benton said he understands his concern and feels for him because he grew up out in that area. But with West Glen next door and what was proposed out on the corner there and several developments now that have fallen by the wayside, which to him is a blessing. At least this is a single-family more or less and not so many townhomes.

Mr. McQuillen said he understands that. He would like to meet with the representative and see what exact impact it would have on his

property. He is not totally against it, but he doesn't know enough.

Mayor Benton said those other projects, he didn't vote for a lot of them. But this one just appears to be a little bit nicer than what they have seen.

Mr. McQuillen asked has anybody thought about looking at the flooding aspect of it?

Mayor Benton said that is something that South Florida Water Management District will have a lot of say in. They are the ones who work with the engineering staff to determine...

Mr. McQuillen asked does he have access to talk to Staff about this?

Mayor Benton said yes.

Mr. Buchwald said it has been taken into account with the design. For those homes in the southern part, they propose to erect a retaining wall along the south and the upland area to protect against the flood elevations for those southern properties.

Mr. McQuillen asked they are going to build a wall between the wetlands and the property, is that what he is telling him?

Mr. Buchwald said on the upland side where it is lower, where there is the greatest potential for impact of flood, yes.

Mr. McQuillen said they don't own all the way to the creek.

Mr. Buchwald said no, they do not. But they own that large conservation area they see as the buffer between where the homes will be and that part that they do not own.

Mr. McQuillen asked will they have access to the creek?

Mayor Benton said these questions Staff can answer later, what was presented tonight. They are quite a ways from the water there anyway where their buffer is.

Mr. McQuillen asked he could just make an appointment to come in and see Staff?

Mayor Benton said yes. Any concerns, please feel free to call them.

Seeing no one further and hearing no one wishing to be heard, Mayor Benton declared the Public Hearing closed.

Motion was made by Commissioner Becht, seconded by Commissioner Coke, (a) Approve the Preliminary Development Plan for Orange Gardens at 4945 Edwards Road; (b) Ordinance No. L-08 be passed on first reading; and (c) Approve the Preliminary Plat for Orange Gardens Subdivision.

Commissioner Alexander asked do they have adequate buffers between the east and the west?

Mr. Buchwald said yes, they do. They can pull up that Site Plan again and show the extent of the buffer. It includes the artificial creek that is being created. The buffers not only includes the yards, but the open space areas around it. Those will be heavily vegetated and landscaped. So there is what they consider to be adequate buffers.

Commissioner Alexander asked are those nature trails he is looking at there or sidewalks?

Mr. Buchwald said nature trails.

Those voting in favor of the motion, and passage of Ordinance No. L-08 on first reading, were: Commissioners Alexander, Becht, Coke, Sessions, and Benton. Those opposed: None.

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

Fort Pierce Utilities Authority
FPUAnet Communications
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

Dear Developer,

I am writing to you today on behalf of FPUAnet, the City of Fort Pierce's municipal fiber internet service provider. I am reaching out to you to discuss the benefits of choosing FPUAnet for your next development project.

FPUAnet offers a number of advantages over traditional internet providers, including:

- **Scalable to meet growing demands:** FPUAnet's fiber optic network is designed to scale to meet the growing demands of Fort Pierce. This means that you can be confident that your internet connection will be able to handle even the most demanding applications and devices.
- **Gigabit internet throughout the entire service area:** FPUAnet offers gigabit internet speeds throughout its entire service area. This means that you can get the fastest possible internet speeds, no matter where you live in Fort Pierce.
- **High-quality internet to rural and low-income areas:** FPUAnet is committed to providing high-quality internet access to all residents of Fort Pierce, including those in rural and low-income areas. This is important for ensuring that everyone has the opportunity to participate in the digital economy.
- **Faster and more affordable than privately owned ISPs:** FPUAnet's prices are competitive with other internet providers, and in many cases, they are even more affordable. This is because FPUAnet does not have to make a profit, so it can pass on the savings to its customers.

In addition to these advantages, FPUAnet is also committed to providing excellent customer service. Our team of experts is available 24/7 to help you with any questions or problems you may have.

I would be happy to discuss your specific needs in more detail. Please do not hesitate to contact me at peters@fpua.com or 772-466-1600 ext.3311.

Thank you for your time and consideration. I look forward to hearing from you soon.
Sincerely,

Eric Peters
On behalf of FPUAnet

FORT PIERCE UTILITIES AUTHORITY
"Community Proud"

Developer's Responsibilities for Utility Connection

The purpose of this document is to provide clear direction for connecting a project to the Fort Pierce Utilities Authority (FPUA) water and wastewater system.

Note that approval through the City of Fort Pierce or Saint Lucie County site plan approval process does not constitute approval of your detailed utility plans through FPUA. The steps required for FPUA approval are listed below. All Forms, Standards and Specifications, Standard Details, etc. can be downloaded from our website under the Doing Business with FPUA link then W/WW Engineering Downloads.

1. Visit www.FPUA.com and become familiar with our Standards and Specifications. Standard details are provided .pdf format for easy transfer onto your construction plans. These details are updated often and you are responsible for obtaining the most current specifications.

   (http://www.fpua.com/Business/StartStopNewServices/DevelopmentServicesWWWDownloads.aspx)

2. It is recommended at this time to contact schedule a pre-design conference with an FPUA Project Manager.

3. Submit payment for Engineering plan review and inspection services fee as per U.A. Resolution 2011-06. You may calculate this fee yourself or contact our office and we shall prepare and fax/e-mail an invoice to you. If you elect to calculate the fee yourself in an effort to expedite the submittal process, keep in mind that your calculations are subject to FPUA approval. This fee must be paid prior to the return of your first plan submittal, permits, etc. Review fees are based on:

   $500 Flat charge per development
   plus $20 per water equivalent residential connection (WERC) at 300 gallons per day
   plus $20 per sewer equivalent residential connection (SERC) at 240 gallons per day

   Note: For multi-family developments, (more than two units per building) each unit represents 70% of one WERC and 87.5% of one SERC.

4. Submit 2 initial sets of detailed utility drawings to 1701 S. 37th Street, Fort Pierce, FL 34947. Submit 3 sets of drawings.

   Note: Reference section 1.22 of the General Design & Construction Standards for Drawing/CAD requirements. Failure to adhere to requirements will result in utility plan denial. Allow 30-day response time. It may take several submittals to receive an approved design.

5. Submit any required permits (Draft) with your initial construction plans. Please use the Water and Wastewater FDEP Permit forms provided on the website as the pertinent information is always current.

6. Submit a Notice of Intent to Discharge Form with your initial construction plans. Should you need an Application for Wastewater Discharge Permit, you will be contacted by our Pretreatment Coordinator.

7. Upon plan approval, you will receive one set of the submitted plans stamped approved or approved as noted and any applicable permits executed.
8. Execute and submit a Water and Wastewater Supply Agreement at the time of final plan submittal. This is a three party document outlining the requirements of the project owner and project engineer.
9. If your property is outside the City Limits, the property owner will be required to sign an Annexation Agreement. Please utilize the following procedure to complete the agreement: provide your FPUA Project Manager with the following information for the property owner: Name, Contact Number, Site Address, Mailing Address, Parcel ID Number

   Our office will provide this information to our attorney, R.N. Koblegard, who will prepare an annexation agreement and their office will call the property owner to schedule an appointment to sign the agreement and will thereafter record the agreement. The service fees, which are subject to change and are payable to Mr. Koblegard at the time the agreement is signed, range from $50 - $400.

   Note that until the approval and acceptance of the Plans and Permits, the execution of the Annexation Agreement, Supply Agreement, and Payment of Capital Improvement Charges, Accrued Guaranteed Revenue Charges, and other associated fees, the project cannot move forward to the construction phase.

10. Submit five sets of shop drawings for all sanitary structures and manufacturer's cut sheets for all materials. These submittals will be reviewed and may be returned approved or revise and resubmit if major deficiencies are found.
11. Contact your FPUA Project Manager to schedule a pre-construction meeting.
12. When your project is getting about 90% complete, please contact your FPUA Project Manager to schedule a post-construction meeting. At that meeting, you will need to have your turnover package complete. All items in the turnover package must be complete prior to scheduling a walk-through. Listed below are the items in the turnover package:

    a. Bill of Sale/Cost and Quantities (utilize form on website)
    b. FDEP Water/Wastewater Certification
    c. DDC Data Sheet to include device number, manufacturer, installation date, test date and results, and device size
    d. Record Drawings – Need Two Sets of Paper Copy Drawings (As-Builts are not accepted)
    e. Gravity Sewer Inspection DVD
    f. Lift Station Start Up
    g. Lift Station O & M Manuals (FPUA Owned Only)
    h. Private Lift Station/Collection System Application (if applicable)

13. If your project requires an easement, the property owner will be required to sign an Easement Form. Please complete the attached form Request for Preparation of Easement and return to your FPUA Project Manager.

    Our office will provide this information to our attorney, who will prepare an easement and their office will call the property owner to schedule an appointment to sign it and will thereafter record the easement. The service fees, which are subject to change and are payable to Mr. Koblegard at the time the easement is signed, are $250 plus recording costs.

14. The following items need to be received prior to any meters being installed or chain being removed from DDC:

    a. All Fees Paid (meter, DDC, deposits, New Account Setup Fees, etc.)
    b. Final Inspection/Walk-Through
    c. Punch List Complete
    d. Contractor's Affidavit and Release of Lien (utilize form on website)
    e. Executed Easement
    f. Memorandum from Applicable Right-of-Way Agency (Agency Granting Permit) that Project is Acceptable to Them
    g. Record Drawings – After Review and Approval, Need Two Sets Paper Copy, One Set of Mylars and One CD in AutoCad Format.

DDC Installation Procedures

Below are the procedures for the installation of a DDC for unmetered fire

- Fire/Mechanical Plans (offsite to device only) approved by FPUA Project Manager (PM)
- Submittals approved by PM, with an approved set provided to Water Distribution (WD)
- PM will acquire DDC installer contact information at pre-construction meeting and provide to WD
- DDC contractor must be licensed with certification in backflow device installation and testing. Proof of certification must be provided to WD prior to pressure test
- Upon notification of the need for a DDC, Engineering Coordinator (EC) e-mails Key Accounts (KA) with device size and account information
- KA sets up account and creates service order which charges $40 Initiation of Service Charge and alerts WD, via service order, of the DDC being installed
- Contractor installs standpipes, concrete pad, and DDC under direct supervision of Water/Wastewater/Natural Gas Engineering Inspector to ensure compliance with clearances and adequate work space for future testing, maintenance, and repairs. Inspector locks device with chain after installation
- Prior to scheduling the backflow certification test through the inspector, all lines to and from the device must be chlorinated and pressure tested per their respective agencies
- WD Service Foreman must be notified (via Inspector) at least 24 hours prior to the test. Service Foreman must be present for the test and re-locks the OS&Y in the closed position after test. The test sheet must be given to WD either directly after the test or arrangements should be made to receive the test results. Engineering does not need a copy of the test results; WD will notify inspector of the test results
- If at any time after the DDC installation the lock or chain has been found cut, the Revenue Protection Officer will be notified immediately. **Tampering or removal of the lock and/or chain will result in a Tampering Fee of $200 and all associated fees according to the current FPUA Resolution. (WD will do a T-Tamper-Water service order; Revenue Protection Officer will go to site, take pictures, and bill tampering fee)**
- After final walk-thru, EC will send Meter Installation Authorization (MIA) Form to WD Administrative Coordinator authorizing removal of the chain and begin billing
- WD will remove the chain and add the DDC information to the account, including the device number and billing rate
- EC will send Cost and Quantities to Finance to record the asset

REQUEST FOR PREPARATION OF EASEMENT

1. CUSTOMER NAME AND ADDRESS

_____

_____

_____

_____

2. CUSTOMER CONTACT PERSON, ADDRESS AND PHONE NUMBER

_____

_____

_____

3. FPUA CONTACT PERSON AND CONTACT INFORMATION

_____

_____

4. SITE ADDRESS AND PARCEL ID

_____

_____

_____

_____

5. LEGAL DESCRIPTION AND EASEMENT DESCRIPTION

_____

_____

_____

_____

_____

_____

_____

_____

6. EASEMENT TO BE PREPARED AT THE COST OF

_____ PROPERTY/BUSINESS OWNER

_____ FPUA

7. PROJECT SCHEDULED COMMENCEMENT DATE _____

8. ATTACH SKETCH OF EASEMENT

SEQUENCE OF EVENTS IN PREPARATION OF EASEMENT

1. Complete Request for Preparation of Easement. When at all possible, all easements should be done on one form.

2. Forward completed Request form to FPUA Attorney.

3. FPUA Attorney will order title search.

4. Upon receipt of title search, FPUA Attorney will email identity of owner and any mortgagees to FPUA Contact Person.

5. FPUA Contact Person will contact Customer/Owner to determine willingness to sign an easement and inform the Owner of the need for the lender, if any, to join in easement.

6. If Customer/Owner is willing to sign an easement, FPUA Contact Person will so advise FPUA Attorney, and an easement will be prepared.

7. FPUA Attorney will call Customer/Owner to make arrangements to have the easement signed. In the alternative, if Contact Person wishes, the easement and other documents can be emailed to FPUA Contact Person to have signed. FPUA Contact Person will then return the signed easement/documents to FPUA Attorney.

8. FPUA Attorney will record the signed easement/documents and will return the recorded easement to Water/Wastewater Engineering to the Engineering Coordinator.

9. Engineering Coordinator assigns a Utilities Easement Number, scans and saves easement document, and records in the MS Access Easement Database.

10. Engineering Coordinator gives the easement to the technician assigned to put on GIS. Technician draws easement on GIS and gives to Project Manager for verification.

11. Upon verification, Project Manager gives Engineering Coordinator original recorded easement. Engineering Coordinator places in fireproof file cabinet.

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

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: PD2024-00008

Sunset Gardens Master Planned Development- 4945 Edwards Rd

Comments

W/WW Engineering: Concept approved.

Water and wastewater (via force main) is available to serve the subject parcel. To connect to water and wastewater services please submit Utility Plan (2 complete sets) along with a completed commercial service application, plan review application, and lift station calculations to FPUA's Water and Wastewater Engineering department, at 1701 S 37th Street Fort Pierce Florida 34947. Please see the Developer's Responsibilities page attached or on the FPUA website for important steps to guide through the entire process including utility details and applications (link below). For questions please contact Shane Ostrander sostrander@FPUA.com or 772-466-1600 ext 3468

https://fpua.com/water-and-wastewater-engineering-downloads/

Developers_Responsibilities.pdf

Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved with comments**. The developer will be responsible for providing and installing all on-site conduit, pads, and service conductors along with all costs associated with this project including off-site upgrades necessary to serve the development.

Due to supply chain issues, FPUA makes no guarantees regarding project completion or material availability.

Please contact Eric Meyer for customer requirements and project coordination.

(Con't pg 2)

Eric Meyer, P.E.
Supervising Engineer
Fort Pierce Utilities Authority
emeyer@fpua.com
(772) 466-1600 ext. 6305

Gas: Approved. Note: Natural Gas is available for this project FPUA can provide infrastructure (gas main/services) as well as tankless water heaters for this project at no expense to the builder/developer provided all homes utilize natural gas. Please reach out to Billy Dupre 772-466-1600 X 4705 for more info.

FPUAnet Fiber: FPUAnet **Approves.** Fiber Internet Service **– Available.**
Contact Eric Peters at (772) 468-1697 for **Fiber Internet** requirements.

Developer Letter.pdf

Planning Review	PD2024-00008
Project	Sunset Gardens Master PD
Current Zoning	PD (Expired)
Proposed Zoning	PD (Master)
Current FLU	RL and RH
Proposed FLU	NO CHANGE
Zoning North	SLC Institutional (I)
Zoning South	SLC - Residential Single Family 3 dwelling units per acre (RS-3)
Zoning East	SLC - (R-3)
Zoning West	City of Fort Pierce (R-4)
FLU North	SLC- Public Facilities (PT) and Residential Urban 5 units per acre (RU)
FLU South	SLC- ResidentialUrban (RU)
FLU East	SLC Residential Urban (RU)
FLU West	City of Fort Pierce Residential High (RH)
Prevous Application(s)	In 2009 the subject site was approved as a PD (ORD# L-08), which proposed to construct a 40-unit single-family development. The PD rezoned the property from Single Family Low Density (R-1) to PD. This original PD did not include the 0.44 parcel located adjacent to the West Glen Subdivision,(2430-243-0001-000-1), which has a City Future Land Use of RH High Density Residential and City zonining of R-4.
Proposal	The 17.58-acres contained within the proposed PD have remained vacant and undeveloped. The project proposes 112 Townhouse units with associated amenities. The proposal sets out 20 townhouse buildings with a mix of 4 to 8 townhouse units per building.
Landscape	Note that the FINAL PD landscape plan should provide a variety of trees, shrubs and under-story materials to mitigate for the proximity of neighboring single-family/duplex residential developments (Westglen Drive, River Drive and River Oak Lane), and shall incorporate suitable landscape buffers and or fence/wall.
Tree Mitigation:	A Tree Survey and Mitigation Plan will be required at FINAL PD
Environmental:	The environmental survey by ARE Inc, dated April 2024 found no evidence of Gopher Tortoise burrows on site, and no other State or Federally listed species were observed on the property during the site visit. There are likely both State and Federally jurisdictional wetlands on the site.
Open Space:	The project proposes 41.7 % open space which is above the minimum 20% required
Phasing:	Not required.
Parking:	Confirm parking provision on the FINAL PD Site Plan.
Traffic:	The project will generate 803 new daily trips. There will be 53 AM peak hour trips with 13 entering the project and 40 trips exiting the project. The project will generate 63 new PM peak hour trips. There will be 37 trips entering the project and 26 trips exiting the project in the PM peak hour. The Traffic Impact Analysis requires approval by SLC.

Engineering (Additional Comments may be provided at TRC):	To be approved at the time of Final PD submittal The FINAL PD shall provide appropriate dimensional information for all roadways and parking facilities The FINAL PD stormwater system shall be designed in accordance with City Code Sec. 119-3(e)
Fire Safety (Additional Comments may be provided at TRC)	Please co-ordinate with the St. Lucie Fire District (additional comments may be forthcoming). Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com. Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1 16.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2) The FINAL PD Site Plan shall, per the St. Lucie County Fire District Fire Prevention Code Resolution 740-23, at least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access (including, but not limited to trees, canopies, etc.) The FINAL PD Site plan will need to demonstrate that it can accommodate the dimensions of largest vehicle are as follows: 38 tons or 77,000 lbs, 47.5 ft. total length, 21.5 ft. wheelbase, 10.5 ft. total width, 41.5 degree turning radius. (SLCFD Resolution 740-23) Dead-end roadways serving commercial or residential occupancies must include a cul-de-sac when the roadway length exceeds one hundred-fifty (150) feet. "Y" or "T" type turnaround arrangements are permitted. The minimum length must be equal to the length of the longest fire apparatus. (SLCFD Resolution 740-23) Fire Hydrants may be required. The FINAL PD Site Plan shall include the size, layout, and offsite connections for the water distribution system and the location of all existing and proposed fire hydrants within one thousand (1,000) feet of the proposed project.
Comprehensive Plan:	**6.7.3Policy** Site design and construction shall be consistent with, but not limited to, the following standards: A.Merging topography and natural features into design; B.Limitation of ecological and environmental impact of design; C.Orientation and form of the structures based upon site analysis; D.Use of passive solar architecture; harnessing solar energy; E.Appropriate plant species selection for location and water efficiency; F.Use of bio-swales and rain gardens; G.Selection of trees related to purpose, such as for shade; H.Use of low impact building materials such as recycled materials, including reclaimed lumber, and low VOC (volatile organic compound)-emitting materials re are likely both State and Federally jurisdictional wetlands on the site. **6.7.4 Policy** Development shall minimize paved areas, utilize porous paving materials and limit the use of curb cuts to reduce the amount of stormwater runoff and demand on the City's storm drainage system.

Density:	**Proposed 6.37 du/acre**. The East Parcel - (Notated as **NORTH** on the Site Plan) has a Low-Density Residential FLU (17.14 Ac) allows up to 6.5 units per acre. The West Parcel (Notated as **SOUTH** on the Site Plan) has a FLU of High Density (0.44 Ac).
Relevent Policies:	
Site Design:	The layout of the buildings should provide for greater vairiation in arrangement. The architectural design of the buildings shall be submitted as part of the FINAL PD application and shall meet the requirements of the City of Fort Pierce Architectural Design Regulations as adopted December 2024. An emergency fire access will be required in addition to the main access off Edwards Road. Consider the use of McNeil Road as an emergency access route. Notate a designated area for mail kiosk and visitor parking (within Rec Area?). Waste management - dumpster location? Consider implementing a passive pathway within the south preserve/wetland area of the property.
Plat:	A lot combination/unity of title will be required.
Note:	Any subsequent submittal of a Final PD Plan application must meet the requirements of Sec. 125-212 Planned Development Zone (PD) and in particular the required Planned Development Plans and Documents as outlined in 125-212 (d)(1) Table (c)(1)
City Waste Management	Please consult City Public Works waste management to confirm location and provision of dumpster or roll out bins.
County Public Works (Additional Comments may be provided at TRC)	Traffic Impact Study will need to be reviewed by SLC
Police Department	Please refer to attached comments
FPUA	Please refer to attached comments

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

Technical Review Committee meeting

December 19, 2024

Case #: PD2024-00008

Planner: City of Ft. Pierce Planning Department.

Rezoning

4945 Edwards Rd. Ft. Pierce. Sunset Gardens.

Comments:

Regarding the development of this project, the total added dwelling units upon the City of Fort Pierce is anticipated at 112. While the frequency and exact type of calls cannot be predicted at this time, it should be presumed that calls for service will arise from within this project, once it is completed and occupied by the intended users. A table is included below, showing the predicted needs for additional police officers based on the proposed development.

Thank you for your attention and consideration.

Current population of Ft Pierce (2021 Census)		47927
Current total of Officers Ft Pierce PD (FY24)		141
Current rate of Officers per 1000 population		2.9
Number of proposed housing units		112
Average number of people per household	x	2.5
total proposed population increase		280
	/1000	0.28
	x	2.9
Additional Officers Necessary		0.8

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

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: July 22, 2025

Re: **Sunset Gardens**
Final Review of Traffic Impact Analysis

Kimley-Horn has reviewed the traffic impact study (revised February 11, 2025) prepared by Traffic & Mobility consultants, related to the above-mentioned project. The development consists of 112 single family attached dwelling units. The project is located on Edwards Road east of Jenkins Road in St. Lucie County.

The total trip generation potential results in 803 daily, 53 AM peak hour (13 entering / 40 exiting), and 63 PM peak hour (37 entering / 26 exiting) net new trips. Access to the site is proposed via one full access connection on Edwards Road.

The analysis evaluated the need for improvements based on both background and project-generated traffic. The traffic study concludes that study area roadways and intersections are expected to operate at acceptable levels upon project buildout.

Thank you for the opportunity to assist St. Lucie County in reviewing this project. Please contact us if you have any questions or need additional information.

December 18, 2024

PROJECT: **Sunset Gardens Master Planned Development - 4945 Edwards Road**

REF: PD2024-00008

TO: Kev Freeman

FROM: Grant Chambers

Corrections:

1. Edward Road is identified on the County's Right-of-Way Protection Plan. A dedication of 47 feet along Edward Road will be required.
2. Provide a 10-foot easement over the existing drainage along the east side of the property.
3. Shared access with adjacent residential developments is encouraged.
4. A third party review of the traffic analysis will be required at the cost of the applicant. Please provide written correspondence to Kori Benton with the County's planning department authorizing the initiation of the review.

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

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: PD2024-00008

Sunset Gardens Master Planned Development- 4945 Edwards Rd

Comments

W/WW Engineering: Concept approved.

Water and wastewater (via force main) is available to serve the subject parcel. To connect to water and wastewater services please submit Utility Plan (2 complete sets) along with a completed commercial service application, plan review application, and lift station calculations to FPUA's Water and Wastewater Engineering department, at 1701 S 37th Street Fort Pierce Florida 34947. Please see the Developer's Responsibilities page attached or on the FPUA website for important steps to guide through the entire process including utility details and applications (link below). For questions please contact Shane Ostrander sostrander@FPUA.com or 772-466-1600 ext 3468

https://fpua.com/water-and-wastewater-engineering-downloads/

Developers_Responsibilities.pdf

Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved with comments**. The developer will be responsible for providing and installing all on-site conduit, pads, and service conductors along with all costs associated with this project including off-site upgrades necessary to serve the development.

Due to supply chain issues, FPUA makes no guarantees regarding project completion or material availability.

Please contact Eric Meyer for customer requirements and project coordination.

(Con't pg 2)

Eric Meyer, P.E.
Supervising Engineer
Fort Pierce Utilities Authority
emeyer@fpua.com
(772) 466-1600 ext. 6305

Gas: Approved. Note: Natural Gas is available for this project FPUA can provide infrastructure (gas main/services) as well as tankless water heaters for this project at no expense to the builder/developer provided all homes utilize natural gas. Please reach out to Billy Dupre 772-466-1600 X 4705 for more info.

FPUAnet Fiber: FPUAnet **Approves.** Fiber Internet Service **– Available.**
Contact Eric Peters at (772) 468-1697 for **Fiber Internet** requirements.

Developer Letter.pdf

TO: KEV FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: SUNSET GARDENS ORD AND MASTER DA

CAO RLS FILE: RLS 25-199

DATE: SEPTEMBER 14, 2025

I have reviewed the above Request for Legal Services (RLS) related to a Rezoning Ordinance (Ordinance) and Master Planned Development Zoning Agreement (Agreement) for Sunset Gardens. I have reviewed the Ordinance and the Agreement and made suggested changes to both documents as explained below. Please review the changes carefully to ensure they are accurate and meet your intent for this project.

Ordinance:

1. In the title block, it stated "one (2) parcels". I have changed this to "two".
2. In the title block, it stated the properties were zoned "Planned Unit Development (PUR)". In reviewing the backup documentation and the entirety of the draft Ordinance provided, I believe this was a "PUD" instead of a PUR. The parenthetical has been changed to "PUD".
3. In the second and third Whereas Clause, I have included a reference to the Parcel ID of the applicable properties for clarity.
4. References to the subject "property" as a singular property have been changed to "properties" in the plural since there are two properties.
5. This Ordinance did not have a reference to, or an Exhibit with, the Special Conditions of Development. This was included in the Agreement. Because I do believe these will be required, as they have been with all other Ordinances of this type, I have included this language in Section 2 and inserted an Exhibit "E" with the conditions that were included in the Agreement. If, however, I am incorrect as to the need for this Exhibit, please delete this language.
6. Note: In reviewing the backup information on the original parcel that was zoned PUD, it states the property was 17.62 acres. This Ordinance states the two (2) parcels now being combined into one PD are only 17.58 acres. I recommend reviewing the acres of the two (2) parcels to ensure the total acres are correct. If the number is incorrect, please make the appropriate change throughout the Ordinance. If the number correct, I recommend including a Whereas Clause to explain the discrepancy (incorrect in Ordinance L-08, portion of the original property sold, etc.).

Agreement:

1. In the first Whereas Clause, I have changed the reference to "Subject Property" instead of "Property" to be consistent with the remainder of the Agreement that uses "Subject Property".
2. I have broken the second Whereas Clause into two separate clauses based on the sentence break and two separate thoughts being included.
3. In the fifth Whereas Clause, I have capitalized Commission, included the applicable Parcel ID number, and capitalized Subject Property.
4. I have included Whereas Clauses, consistent with recently approved Master PD Agreements, indicating this is the preliminary understanding and an amendment will be required with Final PD approval.
5. Throughout Section G, I have written out Sec. to Section and indicated the Section is from the City's Code and included the title of Chapter 123, Article III (Tree Protection).
6. Section G is titled Permitted Uses; Densities; Intensities; Height. What is included in what was drafted does not include those terms. It is recommended those terms be included. What was included relates to development standards. For that reason, I included "Standards" in the title of the Section for the terms to be applicable.
7. I have corrected the formatting in Section H and I.
8. I have included Concurrency at the newly drafted Section L.
9. In Section W, I have removed the Owner's phone number and email address since they are not listed as permissible methods of Notice so there is no confusion as to proper Notice.
10. Section BB includes language that the Owner may collaterally assign this Agreement to a lender. This is not standard language and is pointed out for that reason. I have added language that collateral assignment to a lender requires prior Notice to the City.
11. I have included a new Section at DD titled Amendment with Final PD Approval to indicate this is the preliminary understanding and additional terms and changes to current terms will be addressed at Final PD approval.

I have uploaded the Ordinance and the Agreement is Track Changes and Clean Copy formats. With the suggested changes included, as included in the Clean Copies, and with your inclusion of any changes needed as explained above, the Ordinance and the 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.
SH

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME/ ORD# 25-035 - PD2024-00008; MASTER PD- SUNSET GARDENS

NOTICES PROVIDED PURSUANT TO: City Code and State Statute

NOTICE BY NEWSPAPER: November 2, 2025

NOTICE BY MAIL: October 29, 2025

NOTICE BY SIGNS: October 29th, 2025

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE:  **DATE:** November 5th, 2025

JONES
FOSTER

November 10, 2025

VIA ELECTRONIC MAIL

Mayor and City Commission
City of Fort Pierce
100 N U.S. Highway 1
Fort Pierce, Florida 34950

Re: **Objection to Proposed "Sunset Gardens" Development and Ordinance No. 25-035**
To Be Heard on November 17 and December 1, 2025
Parcels 2430-244-0001-0004 & 2430-243-0001-000-1 (Edwards Road)
Future Land Use Designation: Low Density Residential

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

I am writing to you in my personal capacity as a resident of River Oak Estates, a single-family neighborhood immediately adjoining the proposed Sunset Gardens development project ("Sunset Gardens"), **to respectfully but firmly object to the current proposal for 112 townhome units** on the above-referenced parcels. While I recognize and support responsible growth within the City of Fort Pierce, Sunset Gardens, as currently designed, represents a substantial departure from both the adopted Comprehensive Plan and the City's Land Development Code.

The proposed project would increase residential density on this site from the previously approved 40-unit single-family planned development to 112 townhome units—**an increase of approximately 180 percent**—resulting in a density of approximately **6.37 units per acre**, compared to the approximately **1.58 units per acre within River Oak Estates**. This fundamental shift in intensity, design, and character is incompatible with the surrounding area and appears inconsistent with the City's adopted policies governing land use, neighborhood compatibility, transportation capacity, and infrastructure concurrency. Furthermore, the Sunset Gardens proposal likely violates several provisions of the City's Comprehensive Plan.

I. Inconsistency with the Future Land Use Designation and Comprehensive Plan

The City's **Future Land Use Element** establishes the guiding policy that Fort Pierce shall:

> regulate land uses to maintain and protect its traditional Florida small-town character by embracing its rich heritage, diverse cultural and community assets, and natural resources.

Francisco, Lainey W.
D 561-650-0492 O 561 659 3000
lfrancisco@jonesfoster.com

505 South Flagler Drive, Suite 1100 West Palm Beach, FL 33401
jonesfoster.com

EST.
1924

Goal 1, Future Land Use Element, City of Fort Pierce Comprehensive Plan. Furthermore, **Objective 1.1** requires that future land uses enhance existing neighborhoods and remain compatible with surrounding development patterns, while **Policy 1.1.2** establishes that the **Low Density Residential (RL)** category is intended for development complementary to existing neighborhoods with densities **between 1.0 and 6.5 dwelling units per acre** and a character reflective of low-intensity residential living.

While the applicant may claim numerical consistency with the upper end of the RL density range, the form, scale, and visual massing of the proposed multi-story townhome blocks bear no resemblance to the surrounding low-density pattern that defines this corridor. The proposed Sunset Gardens project consists of **large, multi-unit attached townhome structures with minimal setbacks and limited internal open space**—a marked departure from the **single-family homes within the surrounding neighborhoods** and even from the single-story duplex residences located on the opposite side of the project site.

Those existing duplexes, though technically attached dwellings, maintain a compatible residential character because of their single-story height, limited two-unit composition, traditional rooflines, and substantial setbacks and green space consistent with low-density design principles. In contrast, the proposed development's multi-story height, continuous attached façades spanning multiple units, and compressed building separation **create a sense of bulk and intensity that is incongruent with the surrounding single-family neighborhoods and the established streetscapes**.

This stark contrast demonstrates that the proposed development is **incompatible not only with River Oak Estates** but also with the highest-density existing residential use in the immediate vicinity—the single-story duplexes. **Accordingly, Sunset Gardens cannot reasonably be considered consistent with the intent or spirit of the Low Density Residential designation or the Comprehensive Plan more generally.**

II. Failure to Meet Fort Pierce Code § 125-212 (Planned Development Zone) Standards

Code Section 125-212 governs Planned Development (PD) districts and **requires PD applications to demonstrate compatibility with adjacent development and provide appropriate transitions,** including perimeter setbacks and buffering, so that nearby lower-intensity neighborhoods are protected.

The Sunset Gardens submittal does not satisfy these requirements:

> **Protection of adjacent development / compatibility.** The plan places multi-story, attached townhome buildings directly along the shared property edges with one-story, single-family homes in River Oak Estates and one-story duplexes in the Westglen subdivision. **The resulting disparity in height, massing, and building form does not reflect a compatible transition expected under § 125-212 for PD projects adjoining low-density residential areas.**

Perimeter setbacks and transitions. The perimeter of Sunset Gardens includes an approximately **15-foot setback** with minimal landscaping. Section 125-212 contemplates perimeter standards and transitions that avoid adverse effects on adjoining properties. On this record, the applicant has not shown that the proposed setback and limited buffer function as an equivalent or superior transition when compared to the setbacks and character of the abutting single-family neighborhoods.

Application of PD flexibility. PD flexibility is intended to achieve coordinated, context-sensitive design—not to concentrate the most intense building forms at the project edge. Here, the building arrangement **concentrates taller, attached buildings at the interface with the low-intensity homes,** which amplifies privacy, light, and visual impacts rather than mitigating them.

A PD consistent with § 125-212 in this location would (at minimum) employ substantially deeper perimeter setbacks, meaningful landscape screening, and/or height-step-downs at the shared boundaries to create a clear transition in scale and intensity. Because the current plan does not provide those measures or demonstrate an alternative of equal or greater effectiveness, it fails to meet the PD standards of § 125-212.

III. Transportation Capacity, Level-of-Service Failures, and Safety

The **Transportation Element** of the City of Fort Pierce Comprehensive Plan (July 2019) requires that roadway development and land-use decisions maintain adopted **Level-of-Service (LOS)** standards and coordinate with state and county agencies responsible for shared corridors. For example, **Objective 2.2** of the Transportation Element provides: "Maintain the adopted LOS standards for all City roadways. The City shall coordinate with St. Lucie County and the Florida Department of Transportation (FDOT) to maintain the adopted LOS standards on County and State roadways within the City."

The corridor serving the proposed Sunset Gardens site already operates below the adopted LOS standard of "D." According to the St. Lucie TPO 2024 Traffic Count Report, **the adjacent segment of Edwards Road currently experiences approximately 14,000 average daily trips, exceeding its theoretical capacity of 13,800 and operating at Level of Service F—that is, a failing condition**. The Sunset Gardens would generate an estimated **800+ additional daily trips**, doubling the projected impact of the previously approved 2008 PUD (which was approved while Edwards Road was operating at its adopted level of service) and further degrading the roadway's performance.

The published volume, with 2024 as the last physical count, affirms this segment of **Edwards Road is over capacity – even before developments approved by the City of Fort Pierce in recent years come online**, including multiple residential communities over 100 units each on Edwards/Jenkins, and a significant expansion of the Independence Classical Academy Charter School on Jenkins.

Should the City continue to approve development of this scale, including the requested 180% increase in density from the prior plan, (without widening Edwards Road to four lanes including sidewalks, streetlights, and intersection enhancements), the safety of residents will be endangered further.

IV. Flooding, Drainage, and Environmental Concerns.

River Oak Estates and the surrounding areas are prone to flooding during heavy rain. The City's Infrastructure Element requires that new development manage stormwater in a way that prevents flooding and protects nearby properties. The Element directs the City to make sure stormwater systems are designed to handle major rain events and limit runoff leaving the site to pre-development levels. The Conservation Element reinforces these goals by requiring the City to protect natural drainage features and flood-prone areas and to make sure that new development preserves open space and prevents unnecessary alteration of natural systems.

The current Sunset Gardens site is generally undeveloped, following the demolition of the single-family residence that previously existed on the property. The Sunset Gardens proposal removes the open-space and water-retention features that were part of the previously approved (and now expired) 2008 plan—such as the artificial creek and large green areas—and replaces them with extensive impervious surfaces and the minor expansion of the property's pre-existing pond. With 112 townhomes, paved streets, and parking areas, the project would sharply increase runoff and reduce the amount of water the site can naturally absorb.

Sunset Gardens **risks worsening localized flooding and drainage problems** along Edwards Road and within the surrounding neighborhoods.

V. Lack of Community Engagement.

Residents of the surrounding neighborhoods and streets, including River Oak Estates, have not had a meaningful opportunity to participate in the review of the Sunset Gardens proposal. Although notice was posted, many property owners were unaware of the application until after the Planning and Zoning Board meeting had already taken place. (Pursuant to the City's Code, mailers were not required until the current stage of review.)

The developer made **no effort to communicate** with nearby residents, hold a neighborhood meeting, or share information about the project's scope or potential impacts. **As a result, those most affected by the proposed density, traffic, and drainage changes were not able to review the plans or provide informed input before the proposal advanced through the approval process.**

This lack of outreach and early communication has prevented nearby homeowners from engaging in what should be a transparent and collaborative review process for a project of this scale and proximity.

VI. Conclusion

The "Sunset Gardens" proposal, in its present form, disregards the City's guiding principles of compatibility, infrastructure adequacy, and neighborhood preservation. As a resident of **River Oak Estates**, I urge the City Commission to preserve and protect the integrity of our neighborhood and the surrounding area; and I request that the Commission ensure that any development on this property complies with the comprehensive plan and reflects the scale, character, and infrastructure capacity envisioned for this area.

Thank you for your attention to these concerns and for your commitment to thoughtful, lawful, and community-based planning.

Respectfully submitted.



Lainey W. Francisco
Resident, River Oak Estates

To: Fort Pierce City Commission
From: JENNIFER SNEED
Address: 3249 RIVER DR, Fort Pierce, FL 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

The residents of **River Oak Estates** (ROE) were unaware of the **Sunset Gardens Master Planned Development** (SG) until we received mailed notice of the November 17, 2025 City Commission meeting on this topic over the Halloween weekend. I was not aware of the previous Planning and Zoning Meeting on this issue because **mailers are not required at that stage**, the **notice at the property was missed having only been posted for a few days,** and **the developer never contacted or met with our neighborhood** to explain the project. As a result, ROE residents did not have an adequate opportunity to participate in the earlier review process or provide input about how this project directly affects our community. Please accept my apology for not voicing these concerns earlier.

After reviewing the plans, I am deeply concerned. SG **nearly maxes out the allowable residential units per acre** under the Comprehensive Plan and seems aimed at squeezing every dollar from the property rather than producing a quality, compatible development. The Commission has the discretion to deny SG as proposed and should do so. Even though SG is only at **Master Site Plan review,** it should not advance to Final Site Plan review **without major reductions in density and design changes.**

THE PREVIOUSLY APPROVED (AND EXPIRED) PLANNED DEVELOPMENT

This property previously contained a single-family home and already had an approved plan for a single-family subdivision of roughly **40 homes**. While our neighborhood was not thrilled with that level of development, it was **far more reasonable and compatible** with the surrounding area. **The current proposal of 112 units grossly exceeds that scale, both in density and intensity.**

SUMMARY OF CONCERNS REGARDING THE CURRENT PROPOSAL

DENSITY & NEIGHBORHOOD COMPATIBILITY: The proposal is about **four times denser** than our single-family neighborhood, with **only a 15-foot buffer** separating multi-story townhomes from our predominantly single-story homes. This is entirely incompatible with the single-family pattern that has defined this area for more than fifty years. Such a minimal buffer fails to protect privacy, property values, or neighborhood character.

FISCAL IMPACT AND LONG-TERM CITY COSTS: High-density projects are **no longer reliable tax generators** in Florida—public service and infrastructure costs (roads, drainage, police, fire, schools) often exceed the property-tax revenue they produce. Given the Florida Executive and Legislative Branches' current views on property taxes, **the City could end up subsidizing this project rather than benefiting from it.**

TRAFFIC: **Edwards Road, which is two lanes,** is already overloaded with traffic; **adding almost 1,000 trips per day is unsafe and irresponsible**. This development will increase congestion and make it harder for residents, commercial traffic, and emergency vehicles to navigate the area safely.

FLOOD & DRAINAGE: The area is notoriously **flood-prone** and floods during heavy rainfall. Paving over much of this approx. 17-acre parcel and removing existing vegetation will reduce the land's ability to absorb stormwater. The proposal maintenance of the pre-existing pond on the property will do nothing to mitigate this issue. Without robust stormwater retention and drainage systems, **runoff will increase and may worsen flooding for neighboring homes and roadways**.

ENVIRONMENT: The property lies along **Ten Mile Creek**, which feeds the **North Fork of the St. Lucie River** and ultimately the **Indian River Lagoon—one of Florida's most sensitive ecosystems**. The plan would result in the **removal of a significant number of trees**, reducing the site's ability to naturally filter runoff and provide habitat for wildlife. These trees and vegetated areas help protect the Creek and the Lagoon from sediment and pollution.

QUALITY OF LIFE & COMMUNITY IMPACT: Our neighborhood, and community as a whole, values open space, quiet streets, and balance between development and the environment. This proposal would disrupt that balance and place **new strains on infrastructure, public works and safety services, and the environment**. Growth should enhance community character, not overwhelm it.

REQUEST TO THE CITY COMMISSION

I respectfully ask that the City require the developer to:

- **Reduce the density** and design a project that fits the surrounding single-family neighborhood;
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Until these issues are addressed, I urge you to **deny** the Sunset Gardens development. Responsible growth means following the City's own Comprehensive Plan—protecting neighborhood character, infrastructure, and natural resources while ensuring the City does not take on more long-term costs than benefits.

Thank you for your time and for considering the voices of residents who will be directly affected by this project.

Sincerely,

JENNIFER SNEED
Resident, River Oak Estates

To: Fort Pierce City Commission
From: ETHEL F ROWLAND
Address: 3248 RIVER DR, Fort Pierce, FL 34981

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Ethel F. Rowland

ETHEL F ROWLAND
Resident, River Oak Estates

To: Fort Pierce City Commission
From: ROSALBA HASHAS
Address: 3260 River Dr., Fort Pierce, FL 34981

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ROSALBA HASHAS
Resident, River Oak Estates

To: Fort Pierce City Commission
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Address: 3251 RIVER DR, Fort Pierce, FL 34981

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ROGER AND CHARLEE THOMAS
Resident, River Oak Estates

Charlee Thomas

Roger Thomas

To: Fort Pierce City Commission
From: NICHOLAS EWEN
Address: 3244 RIVER DR, Fort Pierce, FL 34981

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NICHOLAS EWEN
Resident, River Oak Estates

To: Fort Pierce City Commission
From: JONATHAN AND JENNA SPECKER
Address: 3256 RIVER DR, Fort Pierce, FL 34981

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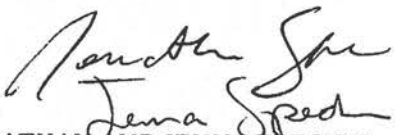

JONATHAN AND JENNA SPECKER
Resident, River Oak Estates

To: Fort Pierce City Commission
From: JAMES FISHER
DOROTHY FISHER
Address: 3204 RIVER DR, Fort Pierce, FL 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

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SUMMARY OF CONCERNS REGARDING THE CURRENT PROPOSAL

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JAMES FISHER
DOROTHY FISHER
Resident, River Oak Estates

To: Fort Pierce City Commission
From: OFFICER Amy L. Maloveczky 772 291 8047
Address: 3237 MEMORY LN, Fort Pierce, FL 34981

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Amy Maloveczky

OFFICER

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To: Fort Pierce City Commission
From: REESA ROBERTS
Address: 3209 LIVE OAK LN, Fort Pierce, FL 34981

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REESA ROBERTS
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To: Fort Pierce City Commission
From: CLEOPATRA STERN
Address: 3232 MEMORY LN, Fort Pierce, FL 34981

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CLEOPATRA STERN
Resident, River Oak Estates

To: Fort Pierce City Commission
From: KENNETH SCHWARZ
BONNIE E SCHWARZ
LESLIE R WATSON
Address: 3228 RIVER DR, Fort Pierce, FL 34981

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Evert Coto

To: Fort Pierce City Commission
From: MARTIN PRIOR
Address: 3220 MEMORY LN, Fort Pierce, FL 34981

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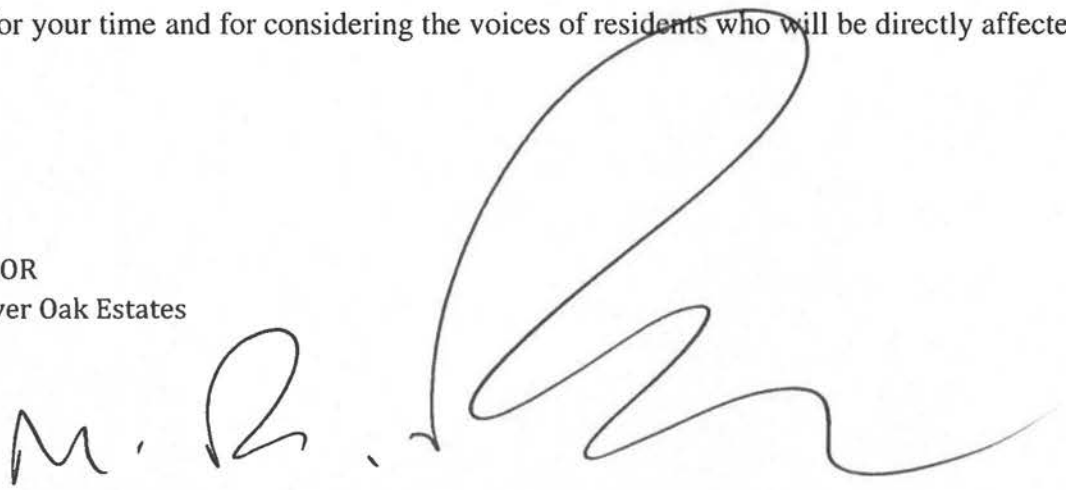

MARTIN PRIOR
Resident, River Oak Estates

To: Fort Pierce City Commission
From: STEPHANIE RAVANI
Address: 3204 MEMORY LN, Fort Pierce, FL 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

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SUMMARY OF CONCERNS REGARDING THE CURRENT PROPOSAL

DENSITY & NEIGHBORHOOD COMPATIBILITY: The proposal is about **four times denser** than our single-family neighborhood, with **only a 15-foot buffer** separating multi-story townhomes from our predominantly single-story homes. This is entirely incompatible with the single-family pattern that has defined this area for more than fifty years. Such a minimal buffer fails to protect privacy, property values, or neighborhood character.

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TRAFFIC: **Edwards Road, which is two lanes,** is already overloaded with traffic; **adding almost 1,000 trips per day is unsafe and irresponsible**. This development will increase congestion and make it harder for residents, commercial traffic, and emergency vehicles to navigate the area safely.

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Sincerely,



STEPHANIE RAVANI
Resident, River Oak Estates

To: Fort Pierce City Commission
From: PERRY AND NIKITA LLOYD
Address: 3259 RIVER DR, Fort Pierce, FL 34981

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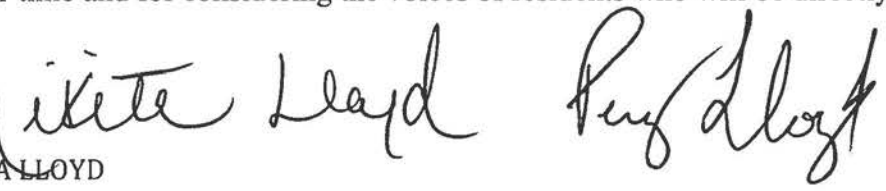

PERRY AND NIKITA LLOYD
Resident, River Oak Estates

To: Fort Pierce City Commission
From: JARROD R TREFELNER
Address: 3245 RIVER DR, Fort Pierce, FL 34981

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From: DEBORAH LLOYD
Address: 3240 RIVER DR, Fort Pierce, FL 34981

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DEBORAH LLOYD
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To: Fort Pierce City Commission
From: THOMAS J GEARHART
SHARON K GEARHART
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11/6/25

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QUALITY OF LIFE & COMMUNITY IMPACT: Our neighborhood, and community as a whole, values open space, quiet streets, and balance between development and the environment. This proposal would disrupt that balance and place **new strains on infrastructure, public works and safety services, and the environment**. Growth should enhance community character, not overwhelm it.

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Thank you for your time and for considering the voices of residents who will be directly affected by this project.

Sincerely,

EDWARD AND LINDA FREDRYK
Resident, River Oak Estates

Edward & Linda Fredryk

To: Fort Pierce City Commission
From: ROBERT AND KATHLEEN NOBILE
Address: 3204 LIVE OAK LN, Fort Pierce, FL 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

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THE PREVIOUSLY APPROVED (AND EXPIRED) PLANNED DEVELOPMENT

This property previously contained a single-family home and already had an approved plan for a single-family subdivision of roughly **40 homes**. While our neighborhood was not thrilled with that level of development, it was **far more reasonable and compatible** with the surrounding area. **The current proposal of 112 units grossly exceeds that scale, both in density and intensity.**

SUMMARY OF CONCERNS REGARDING THE CURRENT PROPOSAL

DENSITY & NEIGHBORHOOD COMPATIBILITY: The proposal is about **four times denser** than our single-family neighborhood, with **only a 15-foot buffer** separating multi-story townhomes from our predominantly single-story homes. This is entirely incompatible with the single-family pattern that has defined this area for more than fifty years. Such a minimal buffer fails to protect privacy, property values, or neighborhood character.

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ROBERT AND KATHLEEN NOBILE
Resident, River Oak Estates

To: Fort Pierce City Commission
From: JASON LITTON
Address: 3208 LIVE OAK LN, Fort Pierce, FL 34981

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JASON LITTON
Resident, River Oak Estates

To: Fort Pierce City Commission
From: TIFFANY BENNETT
Address: 3212 LIVE OAK LN, Fort Pierce, FL 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

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Tiffany Bennett

TIFFANY BENNETT
Resident, River Oak Estates

To: Fort Pierce City Commission
From: RICHARD AND ANITA CRANMER
Address: 3216 LIVE OAK LN, Fort Pierce, FL 34981

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RICHARD AND ANITA CRANMER
Resident, River Oak Estates

To: Fort Pierce City Commission
From: DONNA IVEY ARD
Address: 3220 LIVE OAK LN, Fort Pierce, FL 34981

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Donna Ivey Ard

DONNA IVEY ARD
Resident, River Oak Estates

To: Fort Pierce City Commission
From: MINH-TAM A FRYE
DAVID FRYE
Address: 3221 RIVER DR, Fort Pierce, FL 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

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MINH-TAM A FRYE
DAVID FRYE
Resident, River Oak Estates

To: Fort Pierce City Commission
From: DAVID AND LORI CANDEE
Address: 3216 MEMORY LN, Fort Pierce, FL 34981

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Sincerely,

Lori Candee

DAVID AND LORI CANDEE
Resident, River Oak Estates

To: Fort Pierce City Commission
From: RICHARD AND PAMELA OWENS
Address: 4790 RIVER OAK LN, Fort Pierce, FL 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

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RIVER OAK LN

To: Fort Pierce City Commission
From: LUIS AND MONICA GAMEZ
Address: 4825 RIVER OAK LN, Fort Pierce, FL 34981

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Resident, River Oak Estates

To: Fort Pierce City Commission
From: THE CHURCH OF GOD AT FORT PIERCE FLORIDA A/K/A SPIRIT LIFE CHURCH OF GOD
BILLY BAIRD (TR)
SONJA PHILLIPS (TR)
Address: 3217 RIVER DR, Fort Pierce, FL 34981

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SHANNON K BARBUSCI
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Shannon K. Barbusci

MATTHEW M WINDLE
SHANNON K BARBUSCI
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To: Fort Pierce City Commission
From: AUSTIN P & RACHEL HOSTETLER
Address: 3208 RIVER DR, Fort Pierce, FL 34981

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Rachel Hostetler

AUSTIN P & RACHEL HOSTETLER
Resident, River Oak Estates

To: Fort Pierce City Commission
From: HULYA AYAZ
Address: 3201 RIVER DR, Fort Pierce, FL 34981

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HULYA AYAZ
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To: Fort Pierce City Commission
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KELLY A GAIOLINI
Address: 3209 RIVER DR, Fort Pierce, FL 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

The residents of **River Oak Estates** (ROE) were unaware of the **Sunset Gardens Master Planned Development** (SG) until we received mailed notice of the November 17, 2025 City Commission meeting on this topic over the Halloween weekend. I was not aware of the previous Planning and Zoning Meeting on this issue because **mailers are not required at that stage**, the **notice at the property was missed having only been posted for a few days,** and **the developer never contacted or met with our neighborhood** to explain the project. As a result, ROE residents did not have an adequate opportunity to participate in the earlier review process or provide input about how this project directly affects our community. Please accept my apology for not voicing these concerns earlier.

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THE PREVIOUSLY APPROVED (AND EXPIRED) PLANNED DEVELOPMENT

This property previously contained a single-family home and already had an approved plan for a single-family subdivision of roughly **40 homes**. While our neighborhood was not thrilled with that level of development, it was **far more reasonable and compatible** with the surrounding area. **The current proposal of 112 units grossly exceeds that scale, both in density and intensity.**

SUMMARY OF CONCERNS REGARDING THE CURRENT PROPOSAL

DENSITY & NEIGHBORHOOD COMPATIBILITY: The proposal is about **four times denser** than our single-family neighborhood, with **only a 15-foot buffer** separating multi-story townhomes from our predominantly single-story homes. This is entirely incompatible with the single-family pattern that has defined this area for more than fifty years. Such a minimal buffer fails to protect privacy, property values, or neighborhood character.

FISCAL IMPACT AND LONG-TERM CITY COSTS: High-density projects are **no longer reliable tax generators** in Florida—public service and infrastructure costs (roads, drainage, police, fire, schools) often exceed the property-tax revenue they produce. Given the Florida Executive and Legislative Branches' current views on property taxes, **the City could end up subsidizing this project rather than benefiting from it.**

TRAFFIC: **Edwards Road, which is two lanes,** is already overloaded with traffic; **adding almost 1,000 trips per day is unsafe and irresponsible**. This development will increase congestion and make it harder for residents, commercial traffic, and emergency vehicles to navigate the area safely.

FLOOD & DRAINAGE: The area is notoriously **flood-prone** and floods during heavy rainfall. Paving over much of this approx. 17-acre parcel and removing existing vegetation will reduce the land's ability to absorb stormwater. The proposal maintenance of the pre-existing pond on the property will do nothing to mitigate this

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ENVIRONMENT: The property lies along **Ten Mile Creek**, which feeds the **North Fork of the St. Lucie River** and ultimately the **Indian River Lagoon—one of Florida's most sensitive ecosystems**. The plan would result in the **removal of a significant number of trees**, reducing the site's ability to naturally filter runoff and provide habitat for wildlife. These trees and vegetated areas help protect the Creek and the Lagoon from sediment and pollution.

QUALITY OF LIFE & COMMUNITY IMPACT: Our neighborhood, and community as a whole, values open space, quiet streets, and balance between development and the environment. This proposal would disrupt that balance and place **new strains on infrastructure, public works and safety services, and the environment**. Growth should enhance community character, not overwhelm it.

REQUEST TO THE CITY COMMISSION

I respectfully ask that the City require the developer to:

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Thank you for your time and for considering the voices of residents who will be directly affected by this project.

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STEVE GAIOLINI
KELLY A GAIOLINI
Resident, River Oak Estates

To: Fort Pierce City Commission
From: DARLENE L BERGERON
ROLAND A BERGERON
Address: 3200 RIVER DR, Fort Pierce, FL 34981

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Roland Bergeron Darlene L Bergeron

DARLENE L BERGERON
ROLAND A BERGERON
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To: Fort Pierce City Commission
From: MEGAN CHANDRA HINKLE
BRENDAN RICHARD QUINN
Address: 3216 RIVER DR, Fort Pierce, FL 34981

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Address: 3228 MEMORY LN, Fort Pierce, FL 34981

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To: Fort Pierce City Commission
From: ROBERT MICHAEL AND LISA KAROL SULLIVAN
Address: 4885 RIVER OAK LN, Fort Pierce, FL 34981

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To: Fort Pierce City Commission
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Thank you for your time and for considering the voices of residents who will be directly affected by this project.

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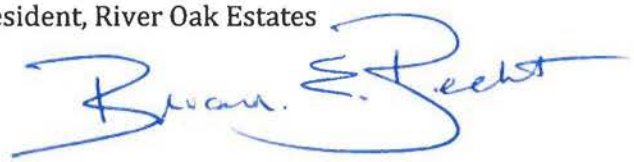
Resident, River Oak Estates



To: Fort Pierce City Commission
From: GEORGIANA POLK
Address: 4880 RIVER OAK LN, Fort Pierce, FL 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

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THE PREVIOUSLY APPROVED (AND EXPIRED) PLANNED DEVELOPMENT

This property previously contained a single-family home and already had an approved plan for a single-family subdivision of roughly **40 homes**. While our neighborhood was not thrilled with that level of development, it was **far more reasonable and compatible** with the surrounding area. **The current proposal of 112 units grossly exceeds that scale, both in density and intensity.**

SUMMARY OF CONCERNS REGARDING THE CURRENT PROPOSAL

DENSITY & NEIGHBORHOOD COMPATIBILITY: The proposal is about **four times denser** than our single-family neighborhood, with **only a 15-foot buffer** separating multi-story townhomes from our predominantly single-story homes. This is entirely incompatible with the single-family pattern that has defined this area for more than fifty years. Such a minimal buffer fails to protect privacy, property values, or neighborhood character.

FISCAL IMPACT AND LONG-TERM CITY COSTS: High-density projects are **no longer reliable tax generators** in Florida—public service and infrastructure costs (roads, drainage, police, fire, schools) often exceed the property-tax revenue they produce. Given the Florida Executive and Legislative Branches' current views on property taxes, **the City could end up subsidizing this project rather than benefiting from it.**

TRAFFIC: **Edwards Road, which is two lanes,** is already overloaded with traffic; **adding almost 1,000 trips per day is unsafe and irresponsible**. This development will increase congestion and make it harder for residents, commercial traffic, and emergency vehicles to navigate the area safely.

FLOOD & DRAINAGE: The area is notoriously **flood-prone** and floods during heavy rainfall. Paving over much of this approx. 17-acre parcel and removing existing vegetation will reduce the land's ability to absorb stormwater. The proposal maintenance of the pre-existing pond on the property will do nothing to mitigate this issue. Without robust stormwater retention and drainage systems, **runoff will increase and may worsen flooding for neighboring homes and roadways**.

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QUALITY OF LIFE & COMMUNITY IMPACT: Our neighborhood, and community as a whole, values open space, quiet streets, and balance between development and the environment. This proposal would disrupt that balance and place **new strains on infrastructure, public works and safety services, and the environment**. Growth should enhance community character, not overwhelm it.

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Sincerely,

Teri L Polk POA

GEORGIANA POLK
Resident, River Oak Estates

To: Fort Pierce City Commission
From: MICHAEL AND LOUISA LALOTA
Address: 3212 MEMORY LN, Fort Pierce, FL 34981

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MICHAEL AND LOUISA LALOTA
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To: Fort Pierce City Commission
From: REBECCA BURTON
Address: 3224 RIVER DR, Fort Pierce, FL 34981

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REBECCA BURTON Rebecca Burton
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To: Fort Pierce City Commission
From: TIMOTHY ROUCH AND CASSIE HARRIS
Address: 3208 MEMORY LN, Fort Pierce, FL 34981

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Resident, River Oak Estates

To: Fort Pierce City Commission
From: CORBY S HENDERSON
BONNIE HENDERSON
Address: 3252 RIVER DR, Fort Pierce, FL 34981

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To: Fort Pierce City Commission
From: CAROL CREEL
Address: 3200 MEMORY LN, Fort Pierce, FL 34981

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George W Creel

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To: Fort Pierce City Commission
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MICHELLE PICHARDO
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Thank you for your time and for considering the voices of residents who will be directly affected by this project.

Sincerely,



DIONES FERRAZ
MICHELLE PICHARDO
Resident, River Oak Estates

To: Fort Pierce City Commission
From: DISTRIJASS LLC
Address: 3201 LIVE OAK LN, Fort Pierce, FL 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

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Hector Santana

~~DISTRIASS~~ LLC
Resident, River Oak Estates

LIVE OAK LN

To: Fort Pierce City Commission
From: HEATHER BLACKMON GORDON SANFORD GORDON
Address: 3224 LIVE OAK LN, Fort Pierce, FL 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

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HEATHER BLACKMON GORDON SANFORD GORDON
Resident, River Oak Estates

To: Fort Pierce City Commission
From: ROBERT TODD CASH
Address: 4845 RIVER OAK LN, Fort Pierce, FL 34981

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R Todd Cash 11-7-2025

ROBERT TODD CASH
Resident, River Oak Estates

To: Fort Pierce City Commission
From: ERIC E TARTARO - SACHIKO MINAKATA
Address: 3231 MEMORY LN, Fort Pierce, FL 34981

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Eric Tartaro

ERIC E TARTARO - SACHIKO MINAKATA
Resident, River Oak Estates

To: Fort Pierce City Commission
From: Noe Gomez
Address: 3221 Memory Lane, Fort Pierce, FL 34981

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Noe Gomez
Resident, River Oak Estates

To: Fort Pierce City Commission
From: Dennis and Rose Wong
Address: 3227 Live Oak Ln, Fort Pierce, FL 34981

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Sincerely,

Rose Wong

Dennis and Rose Wong
Resident, River Oak Estates

To: Fort Pierce City Commission
From: JOHN MICHAEL BRENNAN (TR)
ELAINE B BRENNAN (TR)
Address: 3221 LIVE OAK LN, Fort Pierce, FL 34981

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Dear Mayor and Commissioners,

The residents of **River Oak Estates** (ROE) were unaware of the **Sunset Gardens Master Planned Development** (SG) until we received mailed notice of the November 17, 2025 City Commission meeting on this topic over the Halloween weekend. I was not aware of the previous Planning and Zoning Meeting on this issue because **mailers are not required at that stage**, the **notice at the property was missed having only been posted for a few days,** and **the developer never contacted or met with our neighborhood** to explain the project. As a result, ROE residents did not have an adequate opportunity to participate in the earlier review process or provide input about how this project directly affects our community. Please accept my apology for not voicing these concerns earlier.

After reviewing the plans, I am deeply concerned. SG **nearly maxes out the allowable residential units per acre** under the Comprehensive Plan and seems aimed at squeezing every dollar from the property rather than producing a quality, compatible development. The Commission has the discretion to deny SG as proposed and should do so. Even though SG is only at **Master Site Plan review,** it should not advance to Final Site Plan review **without major reductions in density and design changes.**

THE PREVIOUSLY APPROVED (AND EXPIRED) PLANNED DEVELOPMENT

This property previously contained a single-family home and already had an approved plan for a single-family subdivision of roughly **40 homes**. While our neighborhood was not thrilled with that level of development, it was **far more reasonable and compatible** with the surrounding area. **The current proposal of 112 units grossly exceeds that scale, both in density and intensity.**

SUMMARY OF CONCERNS REGARDING THE CURRENT PROPOSAL

DENSITY & NEIGHBORHOOD COMPATIBILITY: The proposal is about **four times denser** than our single-family neighborhood, with **only a 15-foot buffer** separating multi-story townhomes from our predominantly single-story homes. This is entirely incompatible with the single-family pattern that has defined this area for more than fifty years. Such a minimal buffer fails to protect privacy, property values, or neighborhood character.

FISCAL IMPACT AND LONG-TERM CITY COSTS: High-density projects are **no longer reliable tax generators** in Florida—public service and infrastructure costs (roads, drainage, police, fire, schools) often exceed the property-tax revenue they produce. Given the Florida Executive and Legislative Branches' current views on property taxes, **the City could end up subsidizing this project rather than benefiting from it.**

TRAFFIC: **Edwards Road, which is two lanes,** is already overloaded with traffic; **adding almost 1,000 trips per day is unsafe and irresponsible**. This development will increase congestion and make it harder for residents, commercial traffic, and emergency vehicles to navigate the area safely.

FLOOD & DRAINAGE: The area is notoriously **flood-prone** and floods during heavy rainfall. Paving over much of this approx. 17-acre parcel and removing existing vegetation will reduce the land's ability to absorb stormwater. The proposal maintenance of the pre-existing pond on the property will do nothing to mitigate this

issue. Without robust stormwater retention and drainage systems, **runoff will increase and may worsen flooding for neighboring homes and roadways**.

ENVIRONMENT: The property lies along **Ten Mile Creek**, which feeds the **North Fork of the St. Lucie River** and ultimately the **Indian River Lagoon—one of Florida's most sensitive ecosystems**. The plan would result in the **removal of a significant number of trees**, reducing the site's ability to naturally filter runoff and provide habitat for wildlife. These trees and vegetated areas help protect the Creek and the Lagoon from sediment and pollution.

QUALITY OF LIFE & COMMUNITY IMPACT: Our neighborhood, and community as a whole, values open space, quiet streets, and balance between development and the environment. This proposal would disrupt that balance and place **new strains on infrastructure, public works and safety services, and the environment**. Growth should enhance community character, not overwhelm it.

REQUEST TO THE CITY COMMISSION

I respectfully ask that the City require the developer to:

- **Reduce the density** and design a project that fits the surrounding single-family neighborhood;
- **Increase the buffer** between Sunset Gardens and River Oak Estates with trees, fencing, and additional landscaping;
- **Review and address existing traffic issues on Edwards Road**, especially with the additional trips;
- **Fully address stormwater and flooding concerns** to protect nearby homes and waterways; and
- **Limit and mitigate tree removal** and protect the Ten Mile Creek corridor.

Until these issues are addressed, I urge you to **deny** the Sunset Gardens development. Responsible growth means following the City's own Comprehensive Plan—protecting neighborhood character, infrastructure, and natural resources while ensuring the City does not take on more long-term costs than benefits.

Thank you for your time and for considering the voices of residents who will be directly affected by this project.

Sincerely,

JOHN MICHAEL BRENNAN (TR)
ELAINE B BRENNAN (TR)
Resident, River Oak Estates

To: Fort Pierce City Commission

From: Jeffrey Sneed

Address: 3008 LOST TREE BLVD

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

As a nearby resident affected by the proposed Sunset Gardens Master Planned Development (SG), I am writing to express my strong concerns about the project and the process that has led to this point. Many surrounding homeowners were unaware of this proposal until the mailed notice for the November 17, 2025 City Commission meeting arrived over the Halloween weekend. We did not receive notice of the prior Planning and Zoning Meeting because mailers are not required at that stage, the sign posted on the property was only visible for a short time, and the developer never contacted or met with nearby residents to explain the project. As a result, our community did not have an adequate opportunity to participate in the earlier review process or provide input about how this project will directly affect our area.

After reviewing the plans and the City's historical approvals for this property, I am deeply concerned. The current SG proposal nearly maxes out the allowable residential units per acre under the Comprehensive Plan, prioritizing density and profit over compatibility and safety. The Commission has the discretion to deny SG as proposed and should do so. Even though SG is only at Master Site Plan review, it should not advance to Final Site Plan review without major reductions in density, significant infrastructure commitments, and design changes.

THE PREVIOUSLY APPROVED (AND EXPIRED) PLANNED DEVELOPMENT

This property was previously approved in 2008 for a single-family Planned Unit Development (PUD) of roughly 40 single-family homes. That plan included upscale homes priced around $600,000 and up, featuring two-car garages, a clubhouse, pool, playground, gazebo, backup generators, and a network of open space and trails including an artificial creek. It was specifically designed to preserve environmentally sensitive areas while maintaining a "stable residential character" compatible with surrounding neighborhoods.

The rezoning at that time was intended to support innovative but compatible development under the City's R-1 standards, which are designed to promote sound, low-density

neighborhoods with lots no smaller than 12,000 square feet. The current proposal, however, replaces that vision with a high-density project of 112 townhomes—representing a 180% increase in density from what was previously approved.

SUMMARY OF CONCERNS REGARDING THE CURRENT PROPOSAL

DENSITY & NEIGHBORHOOD COMPATIBILITY:

The proposal is about four times denser than nearby single-family neighborhoods, with only a 15-foot buffer separating multi-story townhomes from existing single-story homes. This is entirely incompatible with the single-family pattern that has defined this area for more than fifty years. Such a minimal buffer fails to protect privacy, property values, or neighborhood character.

FISCAL IMPACT AND LONG-TERM CITY COSTS:

High-density projects are no longer reliable tax generators in Florida—public service and infrastructure costs (roads, drainage, police, fire, schools) often exceed the property-tax revenue they produce. Given the Florida Executive and Legislative Branches' current views on property taxes, the City could end up subsidizing this project rather than benefiting from it.

TRAFFIC:

Traffic safety and congestion are among the most critical issues. The 2006 Traffic Impact Report for the prior PUD identified 10,500 average daily trips on Edwards Road, with a 13,800-trip capacity. According to the 2024 TPO Traffic Count Report, that same stretch now experiences 14,000 average daily trips—exceeding capacity (Level of Service "F") even before several recently approved developments have been built.

The Sunset Gardens project would add over 800 daily trips, more than double the impact of the prior 40-home PUD and significantly greater than what R-1 zoning would have generated. Without widening Edwards Road to four lanes, adding sidewalks, streetlights, and intersection improvements, the roadway will continue to operate unsafely and well beyond its design limits. This is not only a congestion issue—it is a public safety issue affecting residents, school traffic, and emergency response times.

FLOOD & DRAINAGE:

The area is notoriously flood-prone and floods during heavy rainfall. Paving over much of this approx. 17-acre parcel and removing existing vegetation will reduce the land's ability to absorb stormwater. The proposed maintenance of the pre-existing pond on the property will do nothing to mitigate this issue. Without robust stormwater retention and drainage systems, runoff will increase and may worsen flooding for nearby homes and roadways.

ENVIRONMENT:

The property lies along Ten Mile Creek, which feeds the North Fork of the St. Lucie River and ultimately the Indian River Lagoon—one of Florida's most sensitive ecosystems. The plan would result in the removal of a significant number of trees, reducing the site's ability to naturally filter runoff and provide habitat for wildlife. These trees and vegetated areas help protect the Creek and the Lagoon from sediment and pollution.

QUALITY OF LIFE & COMMUNITY IMPACT:

Residents in this area value open space, quiet streets, and a balance between development and the environment. This proposal would disrupt that balance and place new strains on infrastructure, public works and safety services, and the environment. Growth should enhance community character, not overwhelm it.

REQUEST TO THE CITY COMMISSION

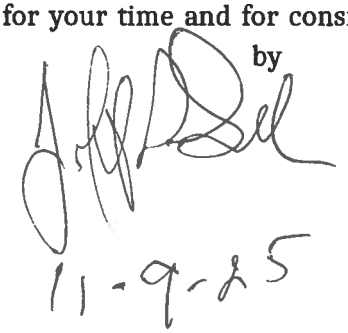
I respectfully ask that the City require the developer to:

- Reduce the density and design a project that fits the surrounding single-family neighborhoods;
- Increase the buffer between Sunset Gardens and adjacent residential properties with trees, fencing, and additional landscaping;
- Review and address existing traffic issues on Edwards Road, especially with the additional trips;
- Fully address stormwater and flooding concerns to protect nearby homes and waterways; and
- Limit and mitigate tree removal and protect the Ten Mile Creek corridor.

Until these issues are addressed, I urge you to deny the Sunset Gardens development. Responsible growth means following the City's own Comprehensive Plan—protecting neighborhood character, infrastructure, and natural resources while ensuring the City does not take on more long-term costs than benefits.

Thank you for your time and for considering the voices of residents who will be directly affected by this project.

Sincerely,



Resident

11-9-25

To: Fort Pierce City Commission

From: Mark S Peter

Address: 3602 River Bend Drive

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

As a nearby resident affected by the proposed Sunset Gardens Master Planned Development (SG), I am writing to express my strong concerns about the project and the process that has led to this point. Many surrounding homeowners were unaware of this proposal until the mailed notice for the November 17, 2025 City Commission meeting arrived over the Halloween weekend. We did not receive notice of the prior Planning and Zoning Meeting because mailers are not required at that stage, the sign posted on the property was only visible for a short time, and the developer never contacted or met with nearby residents to explain the project. As a result, our community did not have an adequate opportunity to participate in the earlier review process or provide input about how this project will directly affect our area.

After reviewing the plans and the City's historical approvals for this property, I am deeply concerned. The current SG proposal nearly maxes out the allowable residential units per acre under the Comprehensive Plan, prioritizing density and profit over compatibility and safety. The Commission has the discretion to deny SG as proposed and should do so. Even though SG is only at Master Site Plan review, it should not advance to Final Site Plan review without major reductions in density, significant infrastructure commitments, and design changes.

THE PREVIOUSLY APPROVED (AND EXPIRED) PLANNED DEVELOPMENT

This property was previously approved in 2008 for a single-family Planned Unit Development (PUD) of roughly 40 single-family homes. That plan included upscale homes priced around $600,000 and up, featuring two-car garages, a clubhouse, pool, playground, gazebo, backup generators, and a network of open space and trails including an artificial creek. It was specifically designed to preserve environmentally sensitive areas while maintaining a "stable residential character" compatible with surrounding neighborhoods.

The rezoning at that time was intended to support innovative but compatible development under the City's R-1 standards, which are designed to promote sound, low-density

neighborhoods with lots no smaller than 12,000 square feet. The current proposal, however, replaces that vision with a high-density project of 112 townhomes—representing a 180% increase in density from what was previously approved.

SUMMARY OF CONCERNS REGARDING THE CURRENT PROPOSAL

DENSITY & NEIGHBORHOOD COMPATIBILITY:

The proposal is about four times denser than nearby single-family neighborhoods, with only a 15-foot buffer separating multi-story townhomes from existing single-story homes. This is entirely incompatible with the single-family pattern that has defined this area for more than fifty years. Such a minimal buffer fails to protect privacy, property values, or neighborhood character.

FISCAL IMPACT AND LONG-TERM CITY COSTS:

High-density projects are no longer reliable tax generators in Florida—public service and infrastructure costs (roads, drainage, police, fire, schools) often exceed the property-tax revenue they produce. Given the Florida Executive and Legislative Branches' current views on property taxes, the City could end up subsidizing this project rather than benefiting from it.

TRAFFIC:

Traffic safety and congestion are among the most critical issues. The 2006 Traffic Impact Report for the prior PUD identified 10,500 average daily trips on Edwards Road, with a 13,800-trip capacity. According to the 2024 TPO Traffic Count Report, that same stretch now experiences 14,000 average daily trips—exceeding capacity (Level of Service "F") even before several recently approved developments have been built.

The Sunset Gardens project would add over 800 daily trips, more than double the impact of the prior 40-home PUD and significantly greater than what R-1 zoning would have generated. Without widening Edwards Road to four lanes, adding sidewalks, streetlights, and intersection improvements, the roadway will continue to operate unsafely and well beyond its design limits. This is not only a congestion issue—it is a public safety issue affecting residents, school traffic, and emergency response times.

FLOOD & DRAINAGE:

The area is notoriously flood-prone and floods during heavy rainfall. Paving over much of this approx. 17-acre parcel and removing existing vegetation will reduce the land's ability to absorb stormwater. The proposed maintenance of the pre-existing pond on the property will do nothing to mitigate this issue. Without robust stormwater retention and drainage systems, runoff will increase and may worsen flooding for nearby homes and roadways.

ENVIRONMENT:

The property lies along Ten Mile Creek, which feeds the North Fork of the St. Lucie River and ultimately the Indian River Lagoon—one of Florida's most sensitive ecosystems. The plan would result in the removal of a significant number of trees, reducing the site's ability to naturally filter runoff and provide habitat for wildlife. These trees and vegetated areas help protect the Creek and the Lagoon from sediment and pollution.

QUALITY OF LIFE & COMMUNITY IMPACT:

Residents in this area value open space, quiet streets, and a balance between development and the environment. This proposal would disrupt that balance and place new strains on infrastructure, public works and safety services, and the environment. Growth should enhance community character, not overwhelm it.

REQUEST TO THE CITY COMMISSION

I respectfully ask that the City require the developer to:

- Reduce the density and design a project that fits the surrounding single-family neighborhoods;
- Increase the buffer between Sunset Gardens and adjacent residential properties with trees, fencing, and additional landscaping;
- Review and address existing traffic issues on Edwards Road, especially with the additional trips;
- Fully address stormwater and flooding concerns to protect nearby homes and waterways; and
- Limit and mitigate tree removal and protect the Ten Mile Creek corridor.

Until these issues are addressed, I urge you to deny the Sunset Gardens development. Responsible growth means following the City's own Comprehensive Plan—protecting neighborhood character, infrastructure, and natural resources while ensuring the City does not take on more long-term costs than benefits.

Thank you for your time and for considering the voices of residents who will be directly affected by this project.

Sincerely,



Resident

To: Fort Pierce City Commission

From: Bill Hicks

Address: 3604 River Birch Dr. 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

As a nearby resident affected by the proposed Sunset Gardens Master Planned Development (SG), I am writing to express my strong concerns about the project and the process that has led to this point. Many surrounding homeowners were unaware of this proposal until the mailed notice for the November 17, 2025 City Commission meeting arrived over the Halloween weekend. We did not receive notice of the prior Planning and Zoning Meeting because mailers are not required at that stage, the sign posted on the property was only visible for a short time, and the developer never contacted or met with nearby residents to explain the project. As a result, our community did not have an adequate opportunity to participate in the earlier review process or provide input about how this project will directly affect our area.

After reviewing the plans and the City's historical approvals for this property, I am deeply concerned. The current SG proposal nearly maxes out the allowable residential units per acre under the Comprehensive Plan, prioritizing density and profit over compatibility and safety. The Commission has the discretion to deny SG as proposed and should do so. Even though SG is only at Master Site Plan review, it should not advance to Final Site Plan review without major reductions in density, significant infrastructure commitments, and design changes.

THE PREVIOUSLY APPROVED (AND EXPIRED) PLANNED DEVELOPMENT

This property was previously approved in 2008 for a single-family Planned Unit Development (PUD) of roughly 40 single-family homes. That plan included upscale homes priced around $600,000 and up, featuring two-car garages, a clubhouse, pool, playground, gazebo, backup generators, and a network of open space and trails including an artificial creek. It was specifically designed to preserve environmentally sensitive areas while maintaining a "stable residential character" compatible with surrounding neighborhoods.

The rezoning at that time was intended to support innovative but compatible development under the City's R-1 standards, which are designed to promote sound, low-density

neighborhoods with lots no smaller than 12,000 square feet. The current proposal, however, replaces that vision with a high-density project of 112 townhomes—representing a 180% increase in density from what was previously approved.

SUMMARY OF CONCERNS REGARDING THE CURRENT PROPOSAL

DENSITY & NEIGHBORHOOD COMPATIBILITY:

The proposal is about four times denser than nearby single-family neighborhoods, with only a 15-foot buffer separating multi-story townhomes from existing single-story homes. This is entirely incompatible with the single-family pattern that has defined this area for more than fifty years. Such a minimal buffer fails to protect privacy, property values, or neighborhood character.

FISCAL IMPACT AND LONG-TERM CITY COSTS:

High-density projects are no longer reliable tax generators in Florida—public service and infrastructure costs (roads, drainage, police, fire, schools) often exceed the property-tax revenue they produce. Given the Florida Executive and Legislative Branches' current views on property taxes, the City could end up subsidizing this project rather than benefiting from it.

TRAFFIC:

Traffic safety and congestion are among the most critical issues. The 2006 Traffic Impact Report for the prior PUD identified 10,500 average daily trips on Edwards Road, with a 13,800-trip capacity. According to the 2024 TPO Traffic Count Report, that same stretch now experiences 14,000 average daily trips—exceeding capacity (Level of Service "F") even before several recently approved developments have been built.

The Sunset Gardens project would add over 800 daily trips, more than double the impact of the prior 40-home PUD and significantly greater than what R-1 zoning would have generated. Without widening Edwards Road to four lanes, adding sidewalks, streetlights, and intersection improvements, the roadway will continue to operate unsafely and well beyond its design limits. This is not only a congestion issue—it is a public safety issue affecting residents, school traffic, and emergency response times.

FLOOD & DRAINAGE:

The area is notoriously flood-prone and floods during heavy rainfall. Paving over much of this approx. 17-acre parcel and removing existing vegetation will reduce the land's ability to absorb stormwater. The proposed maintenance of the pre-existing pond on the property will do nothing to mitigate this issue. Without robust stormwater retention and drainage systems, runoff will increase and may worsen flooding for nearby homes and roadways.

ENVIRONMENT:

The property lies along Ten Mile Creek, which feeds the North Fork of the St. Lucie River and ultimately the Indian River Lagoon—one of Florida's most sensitive ecosystems. The plan would result in the removal of a significant number of trees, reducing the site's ability to naturally filter runoff and provide habitat for wildlife. These trees and vegetated areas help protect the Creek and the Lagoon from sediment and pollution.

QUALITY OF LIFE & COMMUNITY IMPACT:

Residents in this area value open space, quiet streets, and a balance between development and the environment. This proposal would disrupt that balance and place new strains on infrastructure, public works and safety services, and the environment. Growth should enhance community character, not overwhelm it.

REQUEST TO THE CITY COMMISSION

I respectfully ask that the City require the developer to:

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Thank you for your time and for considering the voices of residents who will be directly affected by this project.

Sincerely,



Resident

To: Fort Pierce City Commission

From: Jason Richardson

Address: 3601 River Birch Dr.

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

As a nearby resident affected by the proposed Sunset Gardens Master Planned Development (SG), I am writing to express my strong concerns about the project and the process that has led to this point. Many surrounding homeowners were unaware of this proposal until the mailed notice for the November 17, 2025 City Commission meeting arrived over the Halloween weekend. We did not receive notice of the prior Planning and Zoning Meeting because mailers are not required at that stage, the sign posted on the property was only visible for a short time, and the developer never contacted or met with nearby residents to explain the project. As a result, our community did not have an adequate opportunity to participate in the earlier review process or provide input about how this project will directly affect our area.

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The rezoning at that time was intended to support innovative but compatible development under the City's R-1 standards, which are designed to promote sound, low-density

neighborhoods with lots no smaller than 12,000 square feet. The current proposal, however, replaces that vision with a high-density project of 112 townhomes—representing a 180% increase in density from what was previously approved.

SUMMARY OF CONCERNS REGARDING THE CURRENT PROPOSAL

DENSITY & NEIGHBORHOOD COMPATIBILITY:

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FLOOD & DRAINAGE:

The area is notoriously flood-prone and floods during heavy rainfall. Paving over much of this approx. 17-acre parcel and removing existing vegetation will reduce the land's ability to absorb stormwater. The proposed maintenance of the pre-existing pond on the property will do nothing to mitigate this issue. Without robust stormwater retention and drainage systems, runoff will increase and may worsen flooding for nearby homes and roadways.

ENVIRONMENT:

The property lies along Ten Mile Creek, which feeds the North Fork of the St. Lucie River and ultimately the Indian River Lagoon—one of Florida's most sensitive ecosystems. The plan would result in the removal of a significant number of trees, reducing the site's ability to naturally filter runoff and provide habitat for wildlife. These trees and vegetated areas help protect the Creek and the Lagoon from sediment and pollution.

QUALITY OF LIFE & COMMUNITY IMPACT:

Residents in this area value open space, quiet streets, and a balance between development and the environment. This proposal would disrupt that balance and place new strains on infrastructure, public works and safety services, and the environment. Growth should enhance community character, not overwhelm it.

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Thank you for your time and for considering the voices of residents who will be directly affected by this project.

Sincerely,

Resident

To: Fort Pierce City Commission

From: Michael Hutman

Address: 3601 Chestnut Oak Dr.
Ft. Pierce, FL 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

As a nearby resident affected by the proposed Sunset Gardens Master Planned Development (SG), I am writing to express my strong concerns about the project and the process that has led to this point. Many surrounding homeowners were unaware of this proposal until the mailed notice for the November 17, 2025 City Commission meeting arrived over the Halloween weekend. We did not receive notice of the prior Planning and Zoning Meeting because mailers are not required at that stage, the sign posted on the property was only visible for a short time, and the developer never contacted or met with nearby residents to explain the project. As a result, our community did not have an adequate opportunity to participate in the earlier review process or provide input about how this project will directly affect our area.

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ENVIRONMENT:

The property lies along Ten Mile Creek, which feeds the North Fork of the St. Lucie River and ultimately the Indian River Lagoon—one of Florida's most sensitive ecosystems. The plan would result in the removal of a significant number of trees, reducing the site's ability to naturally filter runoff and provide habitat for wildlife. These trees and vegetated areas help protect the Creek and the Lagoon from sediment and pollution.

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Thank you for your time and for considering the voices of residents who will be directly affected by this project.

Sincerely,

Resident

To: Fort Pierce City Commission

From: Stephen Olsen

Address: 3004 Lost Tree Blvd

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

As a nearby resident affected by the proposed Sunset Gardens Master Planned Development (SG), I am writing to express my strong concerns about the project and the process that has led to this point. Many surrounding homeowners were unaware of this proposal until the mailed notice for the November 17, 2025 City Commission meeting arrived over the Halloween weekend. We did not receive notice of the prior Planning and Zoning Meeting because mailers are not required at that stage, the sign posted on the property was only visible for a short time, and the developer never contacted or met with nearby residents to explain the project. As a result, our community did not have an adequate opportunity to participate in the earlier review process or provide input about how this project will directly affect our area.

After reviewing the plans and the City's historical approvals for this property, I am deeply concerned. The current SG proposal nearly maxes out the allowable residential units per acre under the Comprehensive Plan, prioritizing density and profit over compatibility and safety. The Commission has the discretion to deny SG as proposed and should do so. Even though SG is only at Master Site Plan review, it should not advance to Final Site Plan review without major reductions in density, significant infrastructure commitments, and design changes.

THE PREVIOUSLY APPROVED (AND EXPIRED) PLANNED DEVELOPMENT

This property was previously approved in 2008 for a single-family Planned Unit Development (PUD) of roughly 40 single-family homes. That plan included upscale homes priced around $600,000 and up, featuring two-car garages, a clubhouse, pool, playground, gazebo, backup generators, and a network of open space and trails including an artificial creek. It was specifically designed to preserve environmentally sensitive areas while maintaining a "stable residential character" compatible with surrounding neighborhoods.

The rezoning at that time was intended to support innovative but compatible development under the City's R-1 standards, which are designed to promote sound, low-density

neighborhoods with lots no smaller than 12,000 square feet. The current proposal, however, replaces that vision with a high-density project of 112 townhomes—representing a 180% increase in density from what was previously approved.

SUMMARY OF CONCERNS REGARDING THE CURRENT PROPOSAL

DENSITY & NEIGHBORHOOD COMPATIBILITY:

The proposal is about four times denser than nearby single-family neighborhoods, with only a 15-foot buffer separating multi-story townhomes from existing single-story homes. This is entirely incompatible with the single-family pattern that has defined this area for more than fifty years. Such a minimal buffer fails to protect privacy, property values, or neighborhood character.

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TRAFFIC:

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FLOOD & DRAINAGE:

The area is notoriously flood-prone and floods during heavy rainfall. Paving over much of this approx. 17-acre parcel and removing existing vegetation will reduce the land's ability to absorb stormwater. The proposed maintenance of the pre-existing pond on the property will do nothing to mitigate this issue. Without robust stormwater retention and drainage systems, runoff will increase and may worsen flooding for nearby homes and roadways.

ENVIRONMENT:

The property lies along Ten Mile Creek, which feeds the North Fork of the St. Lucie River and ultimately the Indian River Lagoon—one of Florida's most sensitive ecosystems. The plan would result in the removal of a significant number of trees, reducing the site's ability to naturally filter runoff and provide habitat for wildlife. These trees and vegetated areas help protect the Creek and the Lagoon from sediment and pollution.

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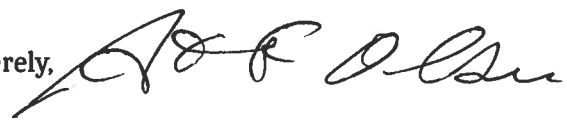

Resident

To: Fort Pierce City Commission

From: Nicolaas VanVliet Sr & Brenda VanVliet

Address: 4810 Edwards Rd

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

As a nearby resident affected by the proposed Sunset Gardens Master Planned Development (SG), I am writing to express my strong concerns about the project and the process that has led to this point. Many surrounding homeowners were unaware of this proposal until the mailed notice for the November 17, 2025 City Commission meeting arrived over the Halloween weekend. We did not receive notice of the prior Planning and Zoning Meeting because mailers are not required at that stage, the sign posted on the property was only visible for a short time, and the developer never contacted or met with nearby residents to explain the project. As a result, our community did not have an adequate opportunity to participate in the earlier review process or provide input about how this project will directly affect our area.

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neighborhoods with lots no smaller than 12,000 square feet. The current proposal, however, replaces that vision with a high-density project of 112 townhomes—representing a 180% increase in density from what was previously approved.

SUMMARY OF CONCERNS REGARDING THE CURRENT PROPOSAL

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FLOOD & DRAINAGE:

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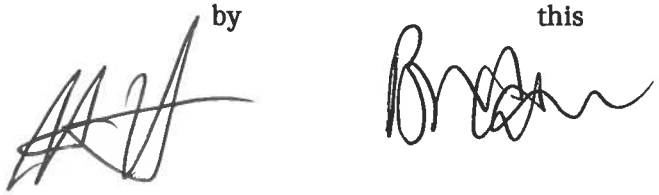

Resident

To: Fort Pierce City Commission

From: Treva Scarberry

Address: 4824 Edwards Rd

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

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neighborhoods with lots no smaller than 12,000 square feet. The current proposal, however, replaces that vision with a high-density project of 112 townhomes—representing a 180% increase in density from what was previously approved.

SUMMARY OF CONCERNS REGARDING THE CURRENT PROPOSAL

DENSITY & NEIGHBORHOOD COMPATIBILITY:

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TRAFFIC:

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ENVIRONMENT:

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Thank you for your time and for considering the voices of residents who will be directly affected by this project.

Sincerely,

Resident

To: Fort Pierce City Commission

From: KELLY PAGE

Address: 5170 EDWARDS RD
Ft Pierce, FL 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

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SUMMARY OF CONCERNS REGARDING THE CURRENT PROPOSAL

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Sincerely,

Resident 

To: Fort Pierce City Commission

From: Adam Spells

Address: 5080 Edwards Rd

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Sincerely,

Resident 

To: Fort Pierce City Commission

From: Marshall Ashley

Address: 4974 Edwards Road
Fort Pierce

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The Sunset Gardens project would add over 800 daily trips, more than double the impact of the prior 40-home PUD and significantly greater than what R-1 zoning would have generated. Without widening Edwards Road to four lanes, adding sidewalks, streetlights, and intersection improvements, the roadway will continue to operate unsafely and well beyond its design limits. This is not only a congestion issue—it is a public safety issue affecting residents, school traffic, and emergency response times.

FLOOD & DRAINAGE:

The area is notoriously flood-prone and floods during heavy rainfall. Paving over much of this approx. 17-acre parcel and removing existing vegetation will reduce the land's ability to absorb stormwater. The proposed maintenance of the pre-existing pond on the property will do nothing to mitigate this issue. Without robust stormwater retention and drainage systems, runoff will increase and may worsen flooding for nearby homes and roadways.

ENVIRONMENT:

The property lies along Ten Mile Creek, which feeds the North Fork of the St. Lucie River and ultimately the Indian River Lagoon—one of Florida's most sensitive ecosystems. The plan would result in the removal of a significant number of trees, reducing the site's ability to naturally filter runoff and provide habitat for wildlife. These trees and vegetated areas help protect the Creek and the Lagoon from sediment and pollution.

QUALITY OF LIFE & COMMUNITY IMPACT:

Residents in this area value open space, quiet streets, and a balance between development and the environment. This proposal would disrupt that balance and place new strains on infrastructure, public works and safety services, and the environment. Growth should enhance community character, not overwhelm it.

REQUEST TO THE CITY COMMISSION

I respectfully ask that the City require the developer to:

- Reduce the density and design a project that fits the surrounding single-family neighborhoods;
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Until these issues are addressed, I urge you to deny the Sunset Gardens development. Responsible growth means following the City's own Comprehensive Plan—protecting neighborhood character, infrastructure, and natural resources while ensuring the City does not take on more long-term costs than benefits.

Thank you for your time and for considering the voices of residents who will be directly affected by this project.

Sincerely, Marbell Ashley

Resident

To: Fort Pierce City Commission

From: Debra Pierce & Terry Pierce

Address: 3052 Dame Rd
Ft. Pierce, FL 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

As a nearby resident affected by the proposed Sunset Gardens Master Planned Development (SG), I am writing to express my strong concerns about the project and the process that has led to this point. Many surrounding homeowners were unaware of this proposal until the mailed notice for the November 17, 2025 City Commission meeting arrived over the Halloween weekend. We did not receive notice of the prior Planning and Zoning Meeting because mailers are not required at that stage, the sign posted on the property was only visible for a short time, and the developer never contacted or met with nearby residents to explain the project. As a result, our community did not have an adequate opportunity to participate in the earlier review process or provide input about how this project will directly affect our area.

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THE PREVIOUSLY APPROVED (AND EXPIRED) PLANNED DEVELOPMENT

This property was previously approved in 2008 for a single-family Planned Unit Development (PUD) of roughly 40 single-family homes. That plan included upscale homes priced around $600,000 and up, featuring two-car garages, a clubhouse, pool, playground, gazebo, backup generators, and a network of open space and trails including an artificial creek. It was specifically designed to preserve environmentally sensitive areas while maintaining a "stable residential character" compatible with surrounding neighborhoods.

The rezoning at that time was intended to support innovative but compatible development under the City's R-1 standards, which are designed to promote sound, low-density

neighborhoods with lots no smaller than 12,000 square feet. The current proposal, however, replaces that vision with a high-density project of 112 townhomes—representing a 180% increase in density from what was previously approved.

SUMMARY OF CONCERNS REGARDING THE CURRENT PROPOSAL

DENSITY & NEIGHBORHOOD COMPATIBILITY:

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TRAFFIC:

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ENVIRONMENT:

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Thank you for your time and for considering the voices of residents who will be directly affected by this project.

Sincerely,

Resident

To: Fort Pierce City Commission

From:

Address: 3106 DAME RD
FORT PIERCE FL 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

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Resident

To: Fort Pierce City Commission

From: Dru Thompson

Address: 3130 Dame Rd
Ft. Pierce, FL

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Thank you for your time and for considering the voices of residents who will be directly affected by this project.

Sincerely,



Resident

To: Fort Pierce City Commission

From: Carol Sanoli

Address: 3162 Edwards Rd 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

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Thank you for your time and for considering the voices of residents who will be directly affected by this project.

Sincerely, Carol Sandt

Resident

To: Fort Pierce City Commission

From: Sommer Parrish

Address: 4921 Edwards Rd
Fort Pierce, FL 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

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Sincerely,

Resident Donna Par

To: Fort Pierce City Commission

From: Sonja C. Sallette

Address: 3052 McNeil Rd.

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The proposal is about four times denser than nearby single-family neighborhoods, with only a 15-foot buffer separating multi-story townhomes from existing single-story homes. This is entirely incompatible with the single-family pattern that has defined this area for more than fifty years. Such a minimal buffer fails to protect privacy, property values, or neighborhood character.

FISCAL IMPACT AND LONG-TERM CITY COSTS:

High-density projects are no longer reliable tax generators in Florida—public service and infrastructure costs (roads, drainage, police, fire, schools) often exceed the property-tax revenue they produce. Given the Florida Executive and Legislative Branches' current views on property taxes, the City could end up subsidizing this project rather than benefiting from it.

TRAFFIC:

Traffic safety and congestion are among the most critical issues. The 2006 Traffic Impact Report for the prior PUD identified 10,500 average daily trips on Edwards Road, with a 13,800-trip capacity. According to the 2024 TPO Traffic Count Report, that same stretch now experiences 14,000 average daily trips—exceeding capacity (Level of Service "F") even before several recently approved developments have been built.

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FLOOD & DRAINAGE:

The area is notoriously flood-prone and floods during heavy rainfall. Paving over much of this approx. 17-acre parcel and removing existing vegetation will reduce the land's ability to absorb stormwater. The proposed maintenance of the pre-existing pond on the property will do nothing to mitigate this issue. Without robust stormwater retention and drainage systems, runoff will increase and may worsen flooding for nearby homes and roadways.

ENVIRONMENT:

The property lies along Ten Mile Creek, which feeds the North Fork of the St. Lucie River and ultimately the Indian River Lagoon—one of Florida's most sensitive ecosystems. The plan would result in the removal of a significant number of trees, reducing the site's ability to naturally filter runoff and provide habitat for wildlife. These trees and vegetated areas help protect the Creek and the Lagoon from sediment and pollution.

QUALITY OF LIFE & COMMUNITY IMPACT:

Residents in this area value open space, quiet streets, and a balance between development and the environment. This proposal would disrupt that balance and place new strains on infrastructure, public works and safety services, and the environment. Growth should enhance community character, not overwhelm it.

REQUEST TO THE CITY COMMISSION

I respectfully ask that the City require the developer to:

- Reduce the density and design a project that fits the surrounding single-family neighborhoods;
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- Limit and mitigate tree removal and protect the Ten Mile Creek corridor.

Until these issues are addressed, I urge you to deny the Sunset Gardens development. Responsible growth means following the City's own Comprehensive Plan—protecting neighborhood character, infrastructure, and natural resources while ensuring the City does not take on more long-term costs than benefits.

Thank you for your time and for considering the voices of residents who will be directly affected by this project.

Sincerely,

Sonja C. Sallette

Resident

To: Fort Pierce City Commission

From: Ken Rizzo

Address: 3080 McNeil Rd Fort Pierce FL 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

As a nearby resident affected by the proposed Sunset Gardens Master Planned Development (SG), I am writing to express my strong concerns about the project and the process that has led to this point. Many surrounding homeowners were unaware of this proposal until the mailed notice for the November 17, 2025 City Commission meeting arrived over the Halloween weekend. We did not receive notice of the prior Planning and Zoning Meeting because mailers are not required at that stage, the sign posted on the property was only visible for a short time, and the developer never contacted or met with nearby residents to explain the project. As a result, our community did not have an adequate opportunity to participate in the earlier review process or provide input about how this project will directly affect our area.

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THE PREVIOUSLY APPROVED (AND EXPIRED) PLANNED DEVELOPMENT

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The rezoning at that time was intended to support innovative but compatible development under the City's R-1 standards, which are designed to promote sound, low-density

neighborhoods with lots no smaller than 12,000 square feet. The current proposal, however, replaces that vision with a high-density project of 112 townhomes—representing a 180% increase in density from what was previously approved.

SUMMARY OF CONCERNS REGARDING THE CURRENT PROPOSAL

DENSITY & NEIGHBORHOOD COMPATIBILITY:

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TRAFFIC:

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ENVIRONMENT:

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Thank you for your time and for considering the voices of residents who will be directly affected by this project.

Sincerely,



Resident

To: Fort Pierce City Commission

From: Grace & Pasquale Gibilisco

Address: 3098 Mc Neil Rd Ft. Pierce

Subject: Objection Regarding the Sunset Gardens Master Planned Development

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Sincerely,

Resident Grace Gibilisco - Grace Gibilisco
Pasquale Gibilisco - Pasquale Gibilisco

To: Fort Pierce City Commission

From: Lowell A. Sasser

Address: 3124 McNeil Road
Fort Pierce FL. 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

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Thank you for your time and for considering the voices of residents who will be directly affected by this project.

Sincerely,

Resident L. Flam

To: Fort Pierce City Commission

From: Glorivette Morales – WPOA property manager

Address: 90 Westglen Dr. Fort Pierce, FL 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

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Sincerely,

Kelley Holmes

Resident

To: Fort Pierce City Commission

From:

Address:

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This property was previously approved in 2008 for a single-family Planned Unit Development (PUD) of roughly 40 single-family homes. That plan included upscale homes priced around $600,000 and up, featuring two-car garages, a clubhouse, pool, playground, gazebo, backup generators, and a network of open space and trails including an artificial creek. It was specifically designed to preserve environmentally sensitive areas while maintaining a "stable residential character" compatible with surrounding neighborhoods.

The rezoning at that time was intended to support innovative but compatible development under the City's R-1 standards, which are designed to promote sound, low-density

neighborhoods with lots no smaller than 12,000 square feet. The current proposal, however, replaces that vision with a high-density project of 112 townhomes—representing a 180% increase in density from what was previously approved.

SUMMARY OF CONCERNS REGARDING THE CURRENT PROPOSAL

DENSITY & NEIGHBORHOOD COMPATIBILITY:

The proposal is about four times denser than nearby single-family neighborhoods, with only a 15-foot buffer separating multi-story townhomes from existing single-story homes. This is entirely incompatible with the single-family pattern that has defined this area for more than fifty years. Such a minimal buffer fails to protect privacy, property values, or neighborhood character.

FISCAL IMPACT AND LONG-TERM CITY COSTS:

High-density projects are no longer reliable tax generators in Florida—public service and infrastructure costs (roads, drainage, police, fire, schools) often exceed the property-tax revenue they produce. Given the Florida Executive and Legislative Branches' current views on property taxes, the City could end up subsidizing this project rather than benefiting from it.

TRAFFIC:

Traffic safety and congestion are among the most critical issues. The 2006 Traffic Impact Report for the prior PUD identified 10,500 average daily trips on Edwards Road, with a 13,800-trip capacity. According to the 2024 TPO Traffic Count Report, that same stretch now experiences 14,000 average daily trips—exceeding capacity (Level of Service "F") even before several recently approved developments have been built.

The Sunset Gardens project would add over 800 daily trips, more than double the impact of the prior 40-home PUD and significantly greater than what R-1 zoning would have generated. Without widening Edwards Road to four lanes, adding sidewalks, streetlights, and intersection improvements, the roadway will continue to operate unsafely and well beyond its design limits. This is not only a congestion issue—it is a public safety issue affecting residents, school traffic, and emergency response times.

FLOOD & DRAINAGE:

The area is notoriously flood-prone and floods during heavy rainfall. Paving over much of this approx. 17-acre parcel and removing existing vegetation will reduce the land's ability to absorb stormwater. The proposed maintenance of the pre-existing pond on the property will do nothing to mitigate this issue. Without robust stormwater retention and drainage systems, runoff will increase and may worsen flooding for nearby homes and roadways.

ENVIRONMENT:

The property lies along Ten Mile Creek, which feeds the North Fork of the St. Lucie River and ultimately the Indian River Lagoon—one of Florida's most sensitive ecosystems. The plan would result in the removal of a significant number of trees, reducing the site's ability to naturally filter runoff and provide habitat for wildlife. These trees and vegetated areas help protect the Creek and the Lagoon from sediment and pollution.

QUALITY OF LIFE & COMMUNITY IMPACT:

Residents in this area value open space, quiet streets, and a balance between development and the environment. This proposal would disrupt that balance and place new strains on infrastructure, public works and safety services, and the environment. Growth should enhance community character, not overwhelm it.

REQUEST TO THE CITY COMMISSION

I respectfully ask that the City require the developer to:

- Reduce the density and design a project that fits the surrounding single-family neighborhoods;
- Increase the buffer between Sunset Gardens and adjacent residential properties with trees, fencing, and additional landscaping;
- Review and address existing traffic issues on Edwards Road, especially with the additional trips;
- Fully address stormwater and flooding concerns to protect nearby homes and waterways; and
- Limit and mitigate tree removal and protect the Ten Mile Creek corridor.

Until these issues are addressed, I urge you to deny the Sunset Gardens development. Responsible growth means following the City's own Comprehensive Plan—protecting neighborhood character, infrastructure, and natural resources while ensuring the City does not take on more long-term costs than benefits.

Thank you for your time and for considering the voices of residents who will be directly affected by this project.

Sincerely,

Rick Shepherd

Resident

To: Fort Pierce City Commission

From: Dan & Kathy Osking

Address: 4322 Thousand Pines Drive,
Fort Pierce FL 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

As a nearby resident affected by the proposed Sunset Gardens Master Planned Development (SG), I am writing to express my strong concerns about the project and the process that has led to this point. Many surrounding homeowners were unaware of this proposal until the mailed notice for the November 17, 2025 City Commission meeting arrived over the Halloween weekend. We did not receive notice of the prior Planning and Zoning Meeting because mailers are not required at that stage, the sign posted on the property was only visible for a short time, and the developer never contacted or met with nearby residents to explain the project. As a result, our community did not have an adequate opportunity to participate in the earlier review process or provide input about how this project will directly affect our area.

After reviewing the plans and the City's historical approvals for this property, I am deeply concerned. The current SG proposal nearly maxes out the allowable residential units per acre under the Comprehensive Plan, prioritizing density and profit over compatibility and safety. The Commission has the discretion to deny SG as proposed and should do so. Even though SG is only at Master Site Plan review, it should not advance to Final Site Plan review without major reductions in density, significant infrastructure commitments, and design changes.

THE PREVIOUSLY APPROVED (AND EXPIRED) PLANNED DEVELOPMENT

This property was previously approved in 2008 for a single-family Planned Unit Development (PUD) of roughly 40 single-family homes. That plan included upscale homes priced around $600,000 and up, featuring two-car garages, a clubhouse, pool, playground, gazebo, backup generators, and a network of open space and trails including an artificial creek. It was specifically designed to preserve environmentally sensitive areas while maintaining a "stable residential character" compatible with surrounding neighborhoods.

The rezoning at that time was intended to support innovative but compatible development under the City's R-1 standards, which are designed to promote sound, low-density

neighborhoods with lots no smaller than 12,000 square feet. The current proposal, however, replaces that vision with a high-density project of 112 townhomes—representing a 180% increase in density from what was previously approved.

SUMMARY OF CONCERNS REGARDING THE CURRENT PROPOSAL

DENSITY & NEIGHBORHOOD COMPATIBILITY:

The proposal is about four times denser than nearby single-family neighborhoods, with only a 15-foot buffer separating multi-story townhomes from existing single-story homes. This is entirely incompatible with the single-family pattern that has defined this area for more than fifty years. Such a minimal buffer fails to protect privacy, property values, or neighborhood character.

FISCAL IMPACT AND LONG-TERM CITY COSTS:

High-density projects are no longer reliable tax generators in Florida—public service and infrastructure costs (roads, drainage, police, fire, schools) often exceed the property-tax revenue they produce. Given the Florida Executive and Legislative Branches' current views on property taxes, the City could end up subsidizing this project rather than benefiting from it.

TRAFFIC:

Traffic safety and congestion are among the most critical issues. The 2006 Traffic Impact Report for the prior PUD identified 10,500 average daily trips on Edwards Road, with a 13,800-trip capacity. According to the 2024 TPO Traffic Count Report, that same stretch now experiences 14,000 average daily trips—exceeding capacity (Level of Service "F") even before several recently approved developments have been built.

The Sunset Gardens project would add over 800 daily trips, more than double the impact of the prior 40-home PUD and significantly greater than what R-1 zoning would have generated. Without widening Edwards Road to four lanes, adding sidewalks, streetlights, and intersection improvements, the roadway will continue to operate unsafely and well beyond its design limits. This is not only a congestion issue—it is a public safety issue affecting residents, school traffic, and emergency response times.

FLOOD & DRAINAGE:

The area is notoriously flood-prone and floods during heavy rainfall. Paving over much of this approx. 17-acre parcel and removing existing vegetation will reduce the land's ability to absorb stormwater. The proposed maintenance of the pre-existing pond on the property will do nothing to mitigate this issue. Without robust stormwater retention and drainage systems, runoff will increase and may worsen flooding for nearby homes and roadways.

ENVIRONMENT:

The property lies along Ten Mile Creek, which feeds the North Fork of the St. Lucie River and ultimately the Indian River Lagoon—one of Florida's most sensitive ecosystems. The plan would result in the removal of a significant number of trees, reducing the site's ability to naturally filter runoff and provide habitat for wildlife. These trees and vegetated areas help protect the Creek and the Lagoon from sediment and pollution.

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Until these issues are addressed, I urge you to deny the Sunset Gardens development. Responsible growth means following the City's own Comprehensive Plan—protecting neighborhood character, infrastructure, and natural resources while ensuring the City does not take on more long-term costs than benefits.

Thank you for your time and for considering the voices of residents who will be directly affected by this project.

Sincerely,

Resident

To: Fort Pierce City Commission

From: John Browning

Address: 3090 Rogers Rd
Ft. Pierce, Fl. 34981

Subject: Objection Regarding the Sunset Gardens Master Planned Development

Dear Mayor and Commissioners,

As a nearby resident affected by the proposed Sunset Gardens Master Planned Development (SG), I am writing to express my strong concerns about the project and the process that has led to this point. Many surrounding homeowners were unaware of this proposal until the mailed notice for the November 17, 2025 City Commission meeting arrived over the Halloween weekend. We did not receive notice of the prior Planning and Zoning Meeting because mailers are not required at that stage, the sign posted on the property was only visible for a short time, and the developer never contacted or met with nearby residents to explain the project. As a result, our community did not have an adequate opportunity to participate in the earlier review process or provide input about how this project will directly affect our area.

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Thank you for your time and for considering the voices of residents who will be directly affected by this project.

Sincerely,

John Browning

Resident

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
NOV 12 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:

SCN StLucie-IndianRv-Stuart 11/02/2025
SCN tcpalm.com 11/02/2025

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 11/02/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$204.16	
Tax Amount:	$0.00	
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Order No:	11794882	# of Copies:
Customer No:	1126527	0
PO #:	LSAR0398958	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3)(a) and 163.3187 of Florida State Statutes, will on Monday, November 17, 2025 at 5:05 p.m. hold a Quasi-Judicial Public Hearing on first reading and will on Monday, December 1, 2025 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 25-035: AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE CITY'S ZONING ATLAS AND REZONING TWO (2) PARCELS GENERALLY LOCATED AT OR NEAR 4945 EDWARDS ROAD, CONTAINING APPROXIMATELY 17.58 ACRES OF LAND, MORE OR LESS, FROM AN EXISTING PLANNED UNIT DEVELOPMENT (PUD) AND MEDIUM DENSITY RESIDENTIAL (R-4) TO PLANNED DEVELOPMENT (PD); APPROVING A MASTER PD SITE PLAN; 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(s): 2430-244-0001-000-4 and 2430-243-0001-000-1

ORDINANCE 25-036: AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE CITY'S ZONING ATLAS AND REZONING TWO (2) PARCELS CONTAINING APPROXIMATELY 75.981 ACRES, MORE OR LESS, AND BEING LOCATED AT OR NEAR THE SOUTHWEST CORNER OF OKEECHOBEE ROAD AND THE FLORIDA TURNPIKE AND APPROXIMATELY 1500 FEET SOUTH OF OKEECHOBEE ROAD IN FORT PIERCE, FLORIDA FROM (AG-1) SAINT LUCIE COUNTY AGRICULTURAL 1 DWELLING UNIT PER ACRE TO PLANNED DEVELOPMENT (PD); APPROVING THE GORDY CREEK PLANNED DEVELOPMENT ZONE WITH A MASTER DEVELOPMENT PLAN; 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(s): 2326-130-0000-000-7 and 2326-130-0000-010-0

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
November 2 2025
LSAR0398958

City Commission Regular Meeting - 5:05 PM **13. A.**

Meeting Date: 11/17/2025

Re: Special Election Returns

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 25-R78 accepting special election returns

SUMMARY:

As required by City Charter Section 67(2), the attached resolution accepts the returns of the election as canvassed by the City Canvassing Board.

RECOMMENDATION:

Adopt the resolution.

ALTERNATIVES:

n/a

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Supervisor of Elections

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

25-R78

Form Review

Form Started By: Linda Cox Started On: 10/30/2025 04:59 PM

Final Approval Date: 10/30/2025

RESOLUTION NO. 25-R78

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ACCEPTING THE **RETURNS OF THE PRIMARY SPECIAL ELECTION** HELD ON NOVEMBER 4, 2025, AS PROVIDED BY THE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 67(2) of the City Charter provides that at the first regular meeting of the City Commission after any special or referendum election the city commission shall adopt shall adopt a resolution accepting the returns as provided by the County Supervisor of Elections to the City Clerk declaring the outcome of the election.

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

SECTION 1. The City Commission of the City of Fort Pierce does hereby accept the returns of the Primary Special Election held on November 4, 2025, as provided by the County Supervisor of Elections, a copy of which is attached as Exhibit A and made a part of this Resolution, such returns having been canvassed by the Canvassing Board, declaring the outcome of the election.

SECTION 2. This resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 17th day of November, 2025.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES
CITY ATTORNEY

EXHIBIT A

***** Official Results*****
CERTIFICATE OF CANVASSING BOARD
CITY OF FORT PIERCE

We, the undersigned, LINDA HUDSON, Fort Pierce Mayor, GERTRUDE WALKER, Supervisor of Elections, LINDA COX, Fort Pierce City Clerk, constituting the Canvassing Board for said City, do hereby certify that we met on the 6th day of November, 2025 A.D., and proceeded publicly to canvass the votes given for Fort Pierce City Commission, District 2 and persons herein specified at the Nonpartisan election held on the 4th day of November, 2025 A.D., as shown by the returns on file in the office of the St. Lucie County Supervisor of Elections. We do hereby certify from said returns as follows:

For Fort Pierce City Commission District 2, the whole number of votes cast was 2,592 of which:

Donna Benton	received 761 votes
Chris Dzadovsky	received 1035 votes
Jaimebeth Galinis	received 796 votes

We certify that pursuant to Section 102.112, Florida Statutes, the canvassing board has compared the number of persons who voted with the number of ballots counted and that the certification includes all valid votes cast in the election.

Linda Hudson
FORT PIERCE MAYOR

SUPERVISOR OF ELECTIONS

Linda W. Cox
FORT PIERCE CITY CLERK



City Commission Regular Meeting - 5:05 PM **15. A.**

Meeting Date: 11/17/2025

Re:

SUBJECT:

Reports

Attachments

Purchase Order Report

Form Review

Form Started By: Jennifer Robinson Started On: 11/06/2025 10:48 AM

Final Approval Date: 11/06/2025

Purchse Orders Between $10,000 to $50,000 Approved by the City Manager from October 1,2025 to October 31, 2025

Department	Vendor Name	Description	Total Amount	Budget Account Code	Fund Description
SUNRISE THEATRE	VERO BEACH 32963 MEDIA, LLC	Printed Advertising for shows	$10,000.00	4064600-548100 PROMOTIONAL ACTI/ADVERTISING	SUNRISE THEATRE EXP
LEISURE SERVICES	ATLANTIC COAST YOUTH ATHLETICS ASSOC	Game Day Referees Coaches Badges Annual League Fee	$10,000.00	0014008-549920 OTHER CURRENT CHRG/YOUTH ACT	COMMUNITY CENTER
GOLF - RESTAURANT	J.J. TAYLOR DISTRIBUTING FLORIDA	Beer & Seltzers drinks for Resale	$10,500.00	4054503-549320 OTHER CURRENT CHRG//PKAGE GDS	GOLF RESTAURANT EXP
COMMUNICATIONS	SURVEYMONKEY, INC	SURVEYMONKEY: ANNUAL SUBSCRIPTION	$11,010.68	0012502-546750 REPAIR & MAINTEN/SOFTWARE	
POLICE - STAFF	DOWNTOWN STORAGE CENTER LLC	Annual PO - Rental of Storage Units	$11,400.00	0013002-544100 RENTAL & LEASES/ EQUIP RENT	POLICE SUPPORT
IT OPERATIONS	INTUIT *QUICKBOOKS	PCARD Blanket PO: Intuit Quickbooks	$12,000.00	4014100-546750 REPAIR & MAINTEN/ SOFTWARE	MARINA EXP
SUNRISE THEATRE	PREMIER BEVERAGE COMPANY, LLC	Liquor for resale	$12,000.00	4064600-549320 OTHER CURRENT CHRG/PKAGE GDS	SUNRISE THEATRE EXP
SUNRISE THEATRE	SOUTHERN EAGLE DISTRIBUTING	Packaged Sales for bar during shows	$12,000.00	4064600-549320 OTHER CURRENT CHRG/PKAGE GDS	SUNRISE THEATRE EXP
POLICE - STAFF	SMARSH, INC	SMARSH SMS Capture Migration	$13,300.00	0013002-546750 REPAIR & MAINTEN/SOFTWARE	POLICE SUPPORT
SUNRISE THEATRE	MONTES, JULIAN	Audio engineering for shows	$14,000.00	4064600-534960 CONTRACTUAL SVC/HOUSE CREW	SUNRISE THEATRE EXP
SUNRISE THEATRE	STRATEMEYER, SKYLAR	Lighting designer and stagehand	$15,000.00	4064600-534960 CONTRACTUAL SVC/HOUSE CREW	SUNRISE THEATRE EXP
SUNRISE THEATRE	A-TEAM ENTERTAINMENT CONSULTING, LLC	Technical Director	$15,000.00	4064600-534960 CONTRACTUAL SVC/HOUSE CREW	SUNRISE THEATRE EXP
GOLF - RESTAURANT	SOUTHERN EAGLE DISTRIBUTING	Beer & Seltzers drinks for Resale	$16,000.00	4054503-549320 OTHER CURRENT CHRG//PKAGE GDS	GOLF RESTAURANT EXP
SUNRISE THEATRE	MASTROBUONI, LAURA	Ongoing services as Bar Manager for shows	$18,000.00	4064600-534900 CONTRACTURAL SVC/MSC CONT FEE	SUNRISE THEATRE EXP
BUILDING	NORTH PALM CLEANING SOLUTIONS LLC	Janitorial Services for Building Department	$19,200.00	4202902-534900 CONTRACTURAL SVC/ MSC CONT FEE	BUILDING DEPARTMENT EXP
SUNRISE THEATRE	IHEARTMEDIA & ENTERTAINMENT, INC	Radio Advertising	$20,000.00	4064600-548100 PROMOTIONAL ACTI/ADVERTISING	SUNRISE THEATRE EXP
IT OPERATIONS	APPLE INC.	PCARD Purchase: Apple Business Essentials Monthly	$20,000.00	0012502-546750 REPAIR & MAINTEN/SOFTWARE	IT EXP
IT OPERATIONS	SMARSH, INC	Monthly Archival Services	$20,000.00	0012502-546750 REPAIR & MAINTEN/SOFTWARE	IT EXP
ANIMAL CENTER	HILL'S PET NUTRITION SALES, INC.	Animal Supplies/Food	$20,000.00	4074700-552220 OPERATING SUPPLIES/ANIMAL SU	ANIMAL SHELTER EXP
POLICE - STAFF	STAPLES ADVANTAGE	VISA PAY -Office Supplies for the Police Departmen	$21,000.00	0013002-551100 OFFICE SUPPLIES/OFFICE SUPP	POLICE SUPPORT
SUNRISE THEATRE	ULLESTAD, KEVIN	Event programming ongoing services	$21,600.00	4064600-534900 CONTRACTURAL SVC/MSC CONT FEE	SUNRISE THEATRE EXP
CITY MANAGER	STREET ART REVOLUTION LLC	Highwaymen Mural at 1234 Avenue D	$25,000.00	1001111-549875 OTHER CURRENT CHRG/ART IN PUB	RESTRICTED REVENUE FUND
SUNRISE THEATRE	SEAN KHAN JR.	Stagehand and Facilities Maintenance	$25,000.00	4064600-534960 CONTRACTUAL SVC/HOUSE CREW	SUNRISE THEATRE EXP
SUNRISE THEATRE	MEDIA GIANT DESIGN	Computer maintenance and monthly website agreement	$25,000.00	4064600-546700 REPAIR & MAINTEN/COMPUTER	SUNRISE THEATRE EXP
ENGINEERING	KERNER ENVIRONMENTAL	Aquatic Vegetative Control and Lake Maintenance	$28,800.00	4034300-546210 REPAIR & MAINTEN/CANALS	STORMWATER UTILITY EXP
GOLF - SHOP	CALLAWAY GOLF SALES COMPANY	Golf Clubs, Balls, Bags & Gloves for Resale	$29,500.00	4054501-549350 OTHER CURRENT CHRG/MERCHAND	GOLF SHOP EXP
SUNRISE THEATRE	GANNETT FL LOCALIQ #1084640	Season internet advertising and membership emails	$30,000.00	4064600-534990 CONTRACTURAL SVC/SECURITY	SUNRISE THEATRE EXP
SUNRISE THEATRE	SEAN KHAN	Technical director services and facilities manager	$30,000.00	4064600-534960 CONTRACTUAL SVC/HOUSE CREW	SUNRISE THEATRE EXP
SUNRISE THEATRE	TIX USA LLC	Contractual agreement for Ticketing Website	$30,000.00	4064600-534900 CONTRACTURAL SVC/MSC CONT FEE	SUNRISE THEATRE EXP
SUNRISE THEATRE	FORBUS, SAVANNAH	Ongoing services as Box Office Manager	$30,000.00	4064600-534900 CONTRACTURAL SVC/MSC CONT FEE	SUNRISE THEATRE EXP
SUNRISE THEATRE	SOUTHERN GLAZER'S OF FL	Packaged Sales for bar during shows	$30,000.00	4064600-549320 OTHER CURRENT CHRG/PKAGE GDS	SUNRISE THEATRE EXP
POLICE - STAFF	GL DISTRIBUTORS	Blanket Purchase Order for Body Armor	$28,900.00	1013005-552510 OPERATING SUPPLIES/MILITARY	POLICE GRANT FUND EXP
POLICE - STAFF	GL DISTRIBUTORS	Blanket Purchase Order for Body Armor	$7,000.00	0013002-552510 OPERATING SUPPLIES/MILITARY	POLICE SUPPORT
PW - FACILITIES MAINTENANCE	TAILOR GROUP, THE LLC	CITY-WIDE PARK RESTROOM CLEANING	$40,000.00	0014004-534900 CONTRACTURAL SVC/MSC CONT FEE	FACILITIES MAINTENANCE
GOLF - MAINTENANCE	HELENA CHEMICAL COMPANY	Chemicals for Turf Health and Insect Control	$41,000.00	4054502-552420 OPERATING SUPPLIES/CHEMICALS	GOLF COURSE MAINT EXP
IT OPERATIONS	ATSG, INC.	Monthly HW Professional Services	$45,000.00	0012502-531900 PROFESSIONAL SVC/CONSULT FEE	IT EXP



11/14/2025