CITY OF FORT PIERCE

CITY COMMISSION AGENDA

Regular Meeting - Monday, December 1, 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 Robert Barrett - Grace & Truth International**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

A. Approval of minutes from the November 17, 2025 regular meeting.

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

A. Email from April Ganzy expressing gratitude to the Grants Division for the down-payment assistance which allowed her to purchase her first new home; she offered a special thank you to Ms. Kimberlee Henton for her assistant and support throughout the entire process.

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

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

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

10. MISCELLANEOUS REPORTS

11. CONSENT AGENDA

A. Accept the 2025 Incentives Strategies Report of the Affordable Housing Advisory Committee (AHAC).

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

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

D. Authorization for Mayor’s Signature on Sunrise Theatre Parcel Combination Request Form

E. Approval of Specific Authorization No. 2 with Kimley-Horn & Associates for an amount not to exceed $1,051,190 for construction engineering inspection (CEI) and geo-technical services along with project construction final certifications for the Indian River Drive Corridor improvements.

F. Approval to contract with Fort Pierce Urgent Care in an amount not to exceed $175,000, to provide walk-in medical services for employees covered under the City’s health insurance plan for a period of one (1) year.

G. Approval of Change Order No. 17, General Contractor Services, Extending Rental of Temporary Construction Fence in an amount not to exceed $2,689.66 to cover the duration of the Highwaymen Museum project parking lot drainage system construction.

H. Approval of Change Order No. 18, General Contractor Services, Plumbing Tie-in to Backflow Preventer in an amount not to exceed $1,260 resulting from its required relocation for the Highwaymen Museum project.

I. Approval of award of Bid No. 2026-004 City Park Restroom Cleaning to Morivalous Cleaning Inc., Fort Pierce, FL in the amount of $100,400.00.

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. Presentation and Public Hearing of the 2024 Consolidated Annual Performance and Evaluation Report (CAPER).

B. 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. SECOND READING

C. Quasi-Judicial Hearing - Application for Major Site Plan for development review has been submitted by property owner, Emerson Peraza and Representative Culpepper & Terpening, Inc., to construct a 24,534 sq. ft new rebar manufacturing plant on 2.92 acres, located at 4201 Bandy Blvd., Fort Pierce, FL. The property is zoned Light Industrial, (I-1).

D. Quasi-Judicial Hearing - Ordinance 25-020 - Review and approval of an application to rezone a single parcel containing approximately 11.54 acres and being located at or near 3804 Sunrise Boulevard in Fort Pierce, from Single Family Zone (R-1) zoning to Planned Development (PD) together with a Planned Development Final Site Plan for forty-eight (48) single-family residences. The application is submitted by applicant Blaine Bergstresser, KMA Engineering & Surveying, on behalf of owner DT VENTURES 1 LLC. - FIRST READING.

E. Quasi-Judicial Hearing - Ordinance 25-036. Amending the City's Zoning Atlas and rezoning two parcels containing approximately 75.981 acres of land, more or less, and being generally 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, from (AG-1) Saint Lucie County Agricultural 1 Dwelling Unit per Acre to Planned Development (PD); approving a Final PD site plan; approving a Planned Development zoning agreement; providing for a severability clause; providing for repeal of ordinances or parts thereof in conflict herewith and providing for an effective date. FIRST READING

13. CITY COMMISSION

A. A vote is requested to accept, reject, or counter a settlement offer received from the Plaintiffs in Case No. 2025CA001296: Prado and Prado v. City of Fort Pierce, et al.

B. Resolution 25-R79 authorizes a loan for the Sunrise Village affordable housing project and approves associated loan documents.

C. Resolution 25-R80 appointing Daniel Noelke as an at-large member to the Parking Committee.

14. COMMENTS FROM THE PUBLIC

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

15. COMMENTS FROM THE CITY MANAGER

16. COMMENTS FROM THE COMMISSION

17. ADJOURNMENT

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

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

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

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

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

Meeting Date: 12/01/2025

Re:

SUBJECT:

Approval of minutes from the November 17, 2025 regular meeting.

Attachments

Minutes

Form Review

Form Started By: Linda Cox	Started On: 11/25/2025 03:35 PM
Final Approval Date: 11/25/2025	

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 17TH, 2025.

1. CALL TO ORDER

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

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

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

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

5. APPROVAL OF MINUTES

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

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

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

Passed

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

Clerk Cox indicated that the applicant of Item 12B, the quasi-judicial hearing for Ordinance 25-035 rezoning property at 4945 Edwards Road has requested a continuance to a date certain of December 15, 2025 in order to meet with concerned residents.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to continue item 12B to December 15, 2025.

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

Passed

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to set agenda as printed with the item postponed.

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

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.

Charles Wilson

10. MISCELLANEOUS REPORTS

A. Fort Pierce Infrastructure Surtax Citizens Oversight Committee Annual Report 2024

Selena Griffett, Project Engineer, provided the 2024 Annual Report on behalf of the Infrastructure Surtax Citizen Oversight Committee. In fiscal year 24/25, the city received approximately 2.9 million dollars in surtax revenues, bringing the total funds received since its inception to 16.5 million dollars. Last year, Ohio Avenue was completed from 11th Street to US 1. In 2025,1.54 miles were resurfaced. Since 2020, a total of 13.78 miles of roads have been resurfaced.

Upcoming projects include Indian River Drive, Avenue D from 29th to US 1 and Nebraska Avenue Sidewalks. The committee works hard and makes sure the funds collected are being spent as promised.

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.

Commissioner Broderick pulled Items 11 B and E.
Commissioner Johnson pulled Item 11A.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines Items 11 C, D and F.

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

Passed

As to Item A, Commissioner Johnson expressed concerns regarding the condition of the park and the vandalism of newly installed equipment at the park. He asked for input by the Commission and the community into plans for improvements to the park to insure community buy-in. Marsha Commond, Public Works Special Projects Coordinator, explained the agenda item was to develop drawings needed to solicit bids. City Manager Chess stressed the extremely tight timeline we were facing in order to maintain access to the grant funds available for the park improvements.

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

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

Passed

As to Item 11B, Commissioner Broderick asked to pull the item to bring attention to the item because of the costs and to simply make the public aware of our efforts. Mark Zrallak, City Engineer, explained that the contract was for professional services needed to provide oversight of the project; that city staff does not have the ability to provide the oversight of all of the projects that the city has going on without additional assistance.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Item 11B.

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

Passed

As to Item 11E, Commissioner Broderick explained that the landowner had inquired of him about a very small parcel adjacent to the property that was subject to the lease on the agenda. There was a question as to whether both parcels should be considered as part of the lease. Jason Atkinson, Public Works Director and Mark Zrallak, City Engineer, confirmed that the additional parcel was not needed for parking and would not add any additional parking spaces if considered. The small parcel would be outside of the roped area that is subject to the leased premises.

Motion was made by Commissioner Michael Broderick, 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

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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

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

ORDINANCE NO. 25-034 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 CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

Kerry Driver, Senior Planner, provided an overview of the request of Goose Development to annex a parcel consisting of approximately 2 acres. The annexation is consistent with the City's comprehensive plan and Florida statutes. The Planning Board recommended approval.

Mayor Hudson opened the Public Hearing.

Juan Chappa, Applicant representative was available for questions. Seeing no one else, she closed the Public Hearing.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance 25-034.

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

Passed

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

This item was not heard.

13. CITY COMMISSION

A. Resolution 25-R78 accepting special election returns

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

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.

Clerk Cox announced that candidates Donna Benton received 761 votes, Chris Dzadovsky received 1035 votes and Jaimebeth Galinis received 796 votes. There will be a run-off election on January 13, 2026. Supervisor of Elections Gertrude Walker is in the audience and is available to answer any questions. Once the returns are accepted, we do have some other guidance we will be seeking.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve Resolution 25-R78.

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

Passed

City Clerk, Linda Cox, indicated that we are seeking direction regarding early voting. We had early voting for the primary special election, and the recommendation is that we also have early voting for the run-off election. The estimated cost is $22,500.00. Additionally, Precinct 60 only had 1 in person voter and Precinct 12 only had 2 in-person voters. It was recommended that those two precincts be merged with neighboring precincts which would be a savings of $5000.00. Supervisor of Elections, Gertrude Walker, was present and concurred with the recommendation to proceed with early voting and to merge Precinct 60 with Precinct 16, and to merge Precinct 12 with Precinct 40 which is just down the street on Oleander. After a brief discussion, the Commissioners agreed with the recommendations.

14. COMMENTS FROM THE PUBLIC

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Lainey Francisco
Svetlana Sena
Charles Wilson
Jennifer Frey
Stacy Annone
Linda Hall
Rosie Otero
Diego Otero
Rick Reed
Donna Regan

15. COMMENTS FROM THE CITY MANAGER

City Manager Richard Chess announced that the City plans to host an event at the recreation center to honor the Firehawks team and that the team will also be recognized at a future City Commission meeting. He thanked the community for coming out to support the youth and stated that any customer service concerns are currently being addressed.

With regard to the update on the Police Chief interviews, Mr. Chess stated that November 24th & 25th will be the 1st round of interviews, followed by a community meet and greet of the final candidates on December 2nd. The final interviews are tentatively scheduled for December 3rd,and the mayor and commissioners will meet individually with the candidates on December 2nd.

Mr. Chess stated that this commission meeting is the last for our Public Works Director, Jason Atkinson, who resigned and will be going back to his community as the City Manager. He congratulated Mr. Atkinson and wished him well in his new role.

Mr. Chess also congratulated Deputy Chief Kenny Norris on his retirement.

A. Reports

16. COMMENTS FROM THE COMMISSION

Commissioner Gaines clarified that the City of Fort Pierce has always recognized youth championship teams and will honor the Fire Hawks, noting the game occurred only days ago and that claims of neglect are misinformation. As a commissioner and youth coach, he stressed the priority of supporting young people.
He also requested clearer information on the purpose, authority, and decision-making of the Hutchinson Island Committee, emphasizing transparency and public understanding.

Commissioner Broderick said he was unsure what the committee was asking of the Commission and expressed concern about potential revenue loss, noting that online searches for “Hutchinson Island” route users to Jensen Beach. He requested a full presentation on the committee’s goals and stressed the importance of confirming that they intend to work with, not separate from the City of Fort Pierce.

Commissioner Johnson supported allowing the matter to proceed but stressed the need for clear standards on how items are placed on the agenda. He welcomed a presentation but said relevant departments should be involved beforehand. He also acknowledged the committee’s strong organization and accomplishments. City Manager Mr. Chess reminded everyone that an ordinance outlines the process for requesting agenda placement.

Commissioner Broderick added that the recreation center is in disrepair, citing fire ants and broken fencing, and asked Public Works to address the issues. Regarding Hutchinson Island, he said that while the committee must follow required procedures, he still wants them to present.

Mayor Linda Hudson also noted that she and Mr. Chess recently attended a Fire Hawks homecoming game, where a promotional video was created and shared. She emphasized that the team has been recognized and celebrated.

Mr. Chess added that the association’s president sent a letter praising the event’s organization, the conduct of players and parents, the cleanliness of the field, and the recognition of every student, including the presentation of roses.

Mayor Hudson also commended the Fire Hawks for their academic achievements and reiterated the Commission’s pride in the team.

17. ADJOURNMENT

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

Mayor Hudson adjourned the meeting at 7:04 p.m.

ATTEST:

______________________________	___________________________________
CITY CLERK	MAYOR COMMISSIONER

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

Meeting Date: 12/01/2025

Re:

SUBJECT:

Email from April Ganzy expressing gratitude to the Grants Division for the down-payment assistance which allowed her to purchase her first new home; she offered a special thank you to Ms. Kimberlee Henton for her assistant and support throughout the entire process.

Attachments

Letter

Closing Photo

Form Review

Form Started By: Linda Cox Started On: 11/24/2025 05:11 PM

Final Approval Date: 11/24/2025

From: April Ganzy
To: Linda Cox
Subject: Thank You for Supporting My First Home Purchase
Date: Monday, November 24, 2025 4:46:11 PM

You don't often get email from ganzyapril@gmail.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.

Dear City of Fort Pierce Grants Administration Division,

I want to extend my sincere gratitude for the down payment assistance you provided toward the purchase of my first home. Your support made this milestone possible, and I’m truly appreciative of the opportunity and resources your program offers to first-time homebuyers.

A special thank you to Ms. Kimberlee Henton for her assistance and support throughout the entire process—her guidance made everything so much smoother.

Thank you again for helping me achieve this major step in my life.

I have attached a photo from closing day on 11/19 and a photo outside of my new home with the amazing 'Welcome Home' basket that was provided at my closing by Ms. Henton.

Warm regards,

April A. Ganzy

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TO GO

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

Meeting Date: 12/01/2025

Re: AHAC - 2025 Incentives Strategies Report

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

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SUBJECT:

Accept the 2025 Incentives Strategies Report of the Affordable Housing Advisory Committee (AHAC).

SUMMARY:

The Affordable Housing Advisory Committee (AHAC) is required to review established policies, procedures, ordinances, and the City's Land Development Code and Comprehensive Plan and make recommendations on actions or initiatives to encourage or facilitate affordable housing.

RECOMMENDATION:

Accept the Affordable Housing Advisory Committee's incentive strategies report.

ALTERNATIVES:

Staff shall proceed as directed by the Commission.

RESPONSIBLE STAFF:

Grants Administration Division

COORDINATED WITH:

Affordable Housing Advisory Committee

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2025

Account: 105

Amount: 0.00

OTHER INFORMATION:

Consent for the final submission on the 2025 SHIP — Incentives Strategies Report.

Attachments

AHAC Incentive Strategies Report

CAO Memo - AHC Incentive Strategies Report

Affidavit of Publication - AHAC Incentive Strategies Report

Form Review

Inbox	**Reviewed By**	**Date**
Finance Department	Johnna Morris	11/24/2025 04:19 PM
City Manager	Richard Chess	11/24/2025 05:21 PM

Form Started By: Donnella Clarke

Started On: 10/31/2025 01:15 PM

Final Approval Date: 11/24/2025

2025 Incentive Strategies Report

Affordable Housing Advisory Committee
Report to the Board of City
Commissioners State Housing
Initiatives Partnership (SHIP)
Affordable Housing Incentive
Strategies

SUBMITTED TO: ____________________
FORT PIERCE CITY COMMISSION

SUBMITTED TO: ____________________
FLORIDA HOUSING FINANCE

CORPORATION DATE SUBMITTED:

November 17, 2025

PREPARED BY: Donnella Clarke

BACKGROUND

As a recipient of State Housing Initiative Partnership funds, the City of Fort Pierce (City) established an Affordable Housing Advisory Committee (AHAC) on March 12, 2008, as required by the Florida Statutes, Sec. 420.9076. The AHAC is responsible for reviewing and evaluating local plans, policies, procedures, land development regulations, the Comprehensive Plan, and other aspects of the City's housing activities that impact the production of affordable housing. Further, the AHAC is specifically directed by the State Housing Initiatives Partnership (SHIP) Statute to consider and evaluate the implementation of the incentives set out at Florida Statues, Sec. 420.9076 (4)(a)-(k). Based on the AHAC evaluation, it may recommend to local government that it make modifications of, exceptions to, or creation of new plans, policies, procedures, and other governing vehicles which would encourage production of affordable housing.

As approved by the City Commissioners, the recommendations are used to amend the Local Housing Assistance Plan (LHAP), the local Comprehensive Plan, land development
regulations, and other policies affecting affordable housing.

COMMITTEE COMPOSITION

The City Commission appointed or re-appointed members to the Committee on April 7, 2025. Florida Statutes, Sec. 420.9076(2) lists the categories from which committee members must be selected. Each AHAC must have a locally elected official from the county or municipality participating in the SHIP program. The locally elected official must be a City or County Commissioner. The elected official will count as a member of the AHAC for purposes of meeting the number of members requirements. There must be at least eight committee members, but not more than eleven, with representation from at least six of the following categories:

a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.

b) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.

c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.

d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.

e) A citizen who is actively engaged as a for-profit provider of affordable housing.

f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.

g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.

h) A citizen who actively serves on the local planning agency pursuant to s. 163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process.

i) A citizen who resides within the jurisdiction of the local governing body making the appointments.

j) A citizen who represents employers within the jurisdiction.

k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

The appointed AHAC Committee members are included here, along with their category affiliation.

Name	Category Represented	Date Appointed
Arnold Gaines	Elected Official – City Commissioner	01-03-2023
Leslie Olson	A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.	01-03-2023
Jennifer Picardi	A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing.	04-07-2025
Aundrea Hair	A citizen who is actively engaged as a real estate professional in connection with affordable housing.	04-07-2025
KeAndrea Davis	A citizen who resides within the jurisdiction of the local governing body making the appointments.	01-03-2023
Kerri-Ann Brown	A citizen who is actively engaged as a not-for-profit provider of affordable housing.	04-07-2025
Erin O'Brien	A citizen who represents essential services personnel, as defined in the local housing assistance plan.	04-01-2024
Vernea Jones	A citizen who is actively engaged as a real estate professional in connection with affordable housing.	01-03-2023
Trevor Banks	A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.	04-01-2024

AFFORDABLE HOUSING RECOMMENDATIONS

The AHAC has reviewed local government plans, policies, and procedures; ordinances; regulations; statutes; and the comprehensive plan, among other documents applicable to affordable housing, for evaluation of their impacts on affordable housing. Further, the AHAC has specifically considered and evaluated the strategies set out at Florida Statues, Sec. 420.9076 (4)(a) - (k). Based on this review and evaluation, the AHAC has formulated recommendations to the City Commission to incorporate into its housing strategy that are designed to encourage and facilitate the production of affordable housing.

The City's AHAC, from its review, consideration, evaluation, and recommendations, submits this report, detailing the scope of its work and the resulting recommendation to the City Commission and to the Florida Housing Finance Corporation, and the Florida Housing Coalition, as the entity providing statewide training and technical assistance for the Affordable Housing Catalyst Program, which details the scope of its work and the resulting recommendations. From the review and evaluation of the local government documents listed here, the AHAC makes this recommendation to the City Commission that it incorporate into its housing strategy. The AHAC has reviewed, considered, and evaluated the following strategies provided in the SHIP Statute at Florida Statutes, Sec. 420.9076 (4):

a) The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in s. 163.3177(6)(f)3.

b) All allowable fee waivers provided for the development or construction of affordable housing.

c) The allowance of flexibility in densities for affordable housing.

d) The reservation of infrastructure capacity for housing for very-low-income persons, low- income persons, and moderate-income persons.

e) Affordable accessory residential units.

f) The reduction of parking and setback requirements for affordable housing.

g) The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

h) The modification of street requirements for affordable housing.

i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

k) The support of development near transportation hubs and major employment centers and mixed-use developments.

The AHAC met to review current Affordable Housing Incentives and Policies on the following dates:

- February 6, 2025
- April 3, 2025
- June 5, 2025
- August 7, 2025
- October 2, 2025
- December 4, 2025

During these meetings, the AHAC discussed the incentive strategies with staff from the City's Grants Administration and Planning Departments. After review, the Committee agreed that the recommendations adopted in the 2024 AHAC Report remain relevant and should continue to guide the City's affordable housing efforts.

EXPEDITED PERMITTING

Meeting Synopsis: The Committee discussed that the City currently offers expedited permitting for affordable housing, but that a definition of "affordable housing" should be adopted in the Code as well as standards for enforcement. There was a consensus recommendation for the City to consider creating an Affordable Housing Navigator to assist builders and developers with the processes, and for an expedited Development Review to be developed for proposed affordable housing developments.

Existing Strategy: Expedited Permitting for Affordable Housing.

AHAC Recommendation: There are no recommendations at this time.

Schedule for Implementation: Staff/Committee shall proceed as directed by Commission.

FEE WAIVERS FOR AFFORDABLE HOUSING

Meeting Synopsis: The Committee discussed fee waivers for affordable housing as our proposal suggests amending the existing policy to provide building permit fee waivers for properties where 100% of units are affordable to individuals making below 80% of Area Median Income (AMI), or for those making below 140% of AMI who qualify as first responders and teachers.

Rationale for Targeted Criteria: Affordable Housing Focus: By waiving building permit fees exclusively for properties offering 100% affordable units, this policy emphasizes the importance of affordable housing within the Fort Pierce Redevelopment Agency (FPRA) boundaries. It serves as a financial incentive for developers and property owners to contribute to the supply of affordable housing options. Affordable housing criteria should reflect HUD standards.

Supporting First Responders and Teachers: Recognizing the significance of first responders and teachers, the proposed amendment extends the building permit fee waivers to individuals making below 140% of AMI who work in these essential professions. This demonstrates our commitment to rewarding their service and addressing their housing needs, particularly in urban areas where costs may be prohibitive.

Economic Impact: While this proposal narrows the scope of beneficiaries, it still contributes to economic growth by encouraging affordable housing development. The benefits of job creation, reduced startup costs, and community development remain integral aspects of the proposal.

Infrastructure Efficiency: The targeted extension aligns with efficient infrastructure usage, particularly in the context of affordable housing development, which is often characteristic of infill projects within FPRA boundaries. This approach promotes sustainable development and a reduction in resource consumption.

Existing Strategy: There is no existing strategy available at this time.

AHAC Recommendation: There are no recommendations at this time.

Schedule for Implementation: Staff/Committee shall proceed as directed by Commission.

FLEXIBLE DENSITIES

Meeting Synopsis: The Committee discussed the Comprehensive Plan of Fort Pierce, FL, Policy 1.1.8, which states that the City will allow an additional market rate unit per affordable housing unit, up to a maximum of 40 units. Affordable housing development must meet the following criteria:

a) Located within a quarter mile of a rail station, multimodal transit center, or transit stop.
b) Meet the definition of affordable housing as defined by the median income of the City.
c) Affordable housing developments shall include a variety of housing types.

Existing Strategy: There is no existing strategy available at this time.

AHAC Recommendation: There are no recommendations at this time.

Schedule for Implementation: Staff/Committee shall proceed as directed by the Commission.

RESERVATION OF INFRASTRUCTURE CAPACITY

Meeting Synopsis: The Committee discussed reservation of infrastructure capacity, and its relevance to affordable housing. The Committee determined that this incentive is not relevant to the community at this time.

Existing Strategy: There is no existing strategy available at this time.

AHAC Recommendation: There are no recommendations at this time.

Schedule for Implementation: There is no schedule for implementation at this time.

AFFORDABLE ACCESSORY RESIDENTIAL UNITS

Meeting Synopsis: The Committee Discussed the existing City ordnance pertaining to Affordable Accessory Residential Units (ADU).

Existing Strategy: Staff have collaborated with the Planning Department to update and change zoning to proceed with this initiative. This initiative was advanced on August 12, 2024, Planning Board meeting. Ordinance number 24-032 was adopted on September 3, 2024.

AHAC Recommendation: There are no recommendations at this time.

Schedule for Implementation: There is no schedule for implementation at this time.

PARKING AND SETBACK REQUIREMENTS

Meeting Synopsis: The Committee discussed parking and setback requirements, and its relevance to affordable housing. The Committee determined that this incentive is not relevant to the community at this time.

Existing Strategy: There is no existing strategy available at this time.

AHAC Recommendation: There are no recommendations at this time.

Schedule for Implementation: There is no schedule for implementation at this time.

FLEXIBLE LOT CONFIGURATIONS

Meeting Synopsis: While flexible lot configurations are already permitted through the Planned Development process, another barrier to infill redevelopment is Section 125-70 of the City of Fort Pierce Land Development 5. Regulations, which prohibit the development of vacant lots that do not conform to the applied zoning district's dimensional standards if it was in common ownership at the date of adoption of that Ordinance.

Sec. 125-70. - Nonconforming lots. If, at the effective date of adoption or amendment of the ordinance from which this chapter is derived, a lot of record exists which could be lawfully used for some purpose and the lot is no longer permissible for any use under the terms of this chapter relating to lot size, and if the entire contiguous land holdings in single ownership have not decreased, other than due to eminent domain proceedings, since the lot became nonconforming, and if the use satisfies other requirements of this chapter, then such lot:

1. If located in an E-1, R-1, R-2, R-3, R-4, R-4A or R-5 district may be used for a single- family dwelling, or a duplex, if approved with a conditional use in the R-3 or R-5 districts or if permitted by right in the R-4 or R-4A districts, but not a mobile home; provided, however, that this section shall not apply to any such lots which immediately adjoin other such lots and which are under common ownership and capable of being replaced so as to create one or more lots which may be used for some purpose after the effective date of adoption or amendment of the ordinance from which this chapter is derived; or

2. If located in a nonresidential district may be used for any use allowed in the district

The Committee discussed deleting this section could create additional buildable lots on older platted areas of the City, as many of those lots do not conform to the dimensional standards of their subject zoning districts, and it was recommended that the City Commission strike the Section in order to provide more opportunities for the development of affordable homes in close proximity to goods and services.

Existing Strategy: New homes are prohibited on nonconforming lots if currently or previously under common ownership, creating several lots that are not available for development in existing neighborhoods.

AHAC Recommendation: There are no recommendations at this time.

Schedule for Implementation: Staff/Committee shall proceed as directed by Commission.

MODIFICATION OF STREET REQUIREMENTS

Meeting Synopsis: The Committee discussed modifications of street requirements, and its relevance to affordable housing. The Committee determined that this incentive is not relevant to the community at this time.

Existing Strategy: There is no existing strategy available at this time.

AHAC Recommendation: There are no recommendations at this time.

Schedule for Implementation: There is no schedule for implementation at this time.

PROCESS OF ONGOING REVIEW

Meeting Synopsis: The Committee discussed a checklist or form for the ongoing review process within the Building Department. The City of Fort Pierce currently doesn't have a form or checklist. It was suggested that we recommend a housing impact statement form to inform the public of the cost of building a home and potential increases.

Existing Strategy: There is no existing strategy available at this time.

AHAC Recommendation: There are no recommendations at this time.

Schedule for Implementation: Staff/Committee shall proceed as directed by Commission.

PUBLIC LAND INVENTORY

Meeting Synopsis: The Committee discussed public land inventory and its relevance to affordable housing. The Committee determined that this incentive is not relevant to the community at this time.

Existing Strategy: There is no existing strategy available at this time.

AHAC Recommendation: There are no recommendations at this time.

Schedule for Implementation: There is no schedule for implementation at this time.

SUPPORT OF DEVELOPMENT NEAR TRANSPORTATION HUBS

Meeting Synopsis: The Committee discussed the support of development near transportation hubs and if it was relevant to affordable housing. The Committee determined that this incentive is not relevant to the community at this time.

Existing Strategy: There is no existing strategy available at this time.

AHAC Recommendation: There are no recommendations at this time.

Schedule for Implementation: There is no schedule for implementation at this time.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: DONNELLA CLARKE, GRANTS ADMINISTRATION MANAGER, FINANCE DEPARTMENT, GRANTS ADMINISTRATION DIVISION

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

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: AFFORDABLE HOUSING ADVISORY COMMITTEE 2025 INCENTIVES STRATEGIES REPORT

CAO RLS#: 25-332

DATE: OCTOBER 30, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Affordable Housing Advisory Committee 2025 Incentives Strategies Report and find the AHAC Report in compliance with F.S. 420.9076 (4) and city ordinance sec. 103-373(h). Please note, I corrected the date of appointment for AHAC member, Erin O'Brien, from 1/1/2024 to 4/1/2024 (correct date). Based on the above, ***the AHAC Incentives Strategies Report 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.

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Donnella Clarke
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 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	11/05/2025, 11/12/2025, 11/19/2025
SCN tcpalm.com	11/05/2025, 11/12/2025, 11/19/2025

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 11/19/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

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KAITLYN FELTY
Notary Public
State of Wisconsin

PUBLIC NOTICE
AFFORDABLE HOUSING ADVISORY COMMITTEE (AHAC)
2025 Incentives Strategies Report

NOTICE is given that there will be a public hearing before the Fort Pierce City Commission to approve the 2025 AHAC Incentives strategies report on December 1, 2025, at 5:05 p.m. City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

The AHAC is charged with the responsibility to review the established policies and procedures, ordinances, land development regulations and adopted local government comprehensive plan of the City of Fort Pierce and shall recommend specific actions or initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate. The recommendations may include the modifications or repeal of existing policies, procedures, ordinances, regulations or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances or plan provisions; including recommendations to amend the local government comprehensive plan and corresponding regulations, ordinances and other policies.

At a minimum, the AHAC shall adopt recommendations and submit a report yearly to the local government on affordable housing incentives in the following areas:

a. the processing of approval of development orders or permits for affordable housing projects is expedited to a greater degree of other projects
b. all allowable fee waivers provided for the development or construction of affordable housing
c. The allowance of flexibility in densities for affordable housing.
d. The reservation of infrastructure capacity for housing for very-low, low, and moderate-income persons.
e. The allowance of affordable accessory residential units in residential zoning districts.
f. The reduction of parking and setback requirements for affordable housing.
g. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
h. The modification of street requirements for affordable housing.
i. The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
j. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
k. The support of development near transportation hubs and major employment centers and mixed-use developments.

In accordance with Florida Statues, Sections 166.041 (3)(a) and 286.0105, "Interested parties may appear at the meeting and be heard with respect to the proposed" and no stenographic record by certified court report will be made of the foregoing meeting. Accordingly, any person who may seek to appeal any decision involving the matters noticed herein will be responsible for making a verbatim record of the testimony and evidence at said meeting upon which any appeal is to be heard.

A draft of the recommendations is available for review and can be downloaded from the City's Grants Administration website at https://www.cityoffortpierce.com/421/State-Housing-Initiatives-Partnership-SH. Public comments for this report were solicited from November 5, 2025, to November 19, 2025.

Public Hearing: A public hearing will be held at a regularly scheduled City Commission meeting on December 1, 2025, at 5:05 p.m. City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

For further information, please contact Grants Administration, at 772-467-3161.

Accessibility: In accordance with the Americans with Disabilities Act of 1990, for all persons who are disabled and require special accommodations to participate please call the ADA Coordinator at 772-467-3766. For non-English speaking assistance please call (772-467-3000).

Pub: Nov. 5, 12, 19, 2025 TCN11807115

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

Meeting Date: 12/01/2025

Re: Approval of RFQ No. 2025-022 Professional Engineering Services - Culpepper & Terpening, Inc. Agreement

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

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

SUMMARY:

RFQ2025-022 for Professional Engineering Services was advertised in April 2025 with a due date of May 27, 2025. There were twenty-one (21) respondents to the RFQ. Culpepper & Terpening, Inc. was one (1) of the five (5) top-scoring firms approved as the city's continuing professional engineering service providers for RFQ 2025-022 at the August 18, 2025, City Commission meeting. Staff was authorized to enter into contract negotiations with the firms. A Master Agreement was submitted to the City Attorney's Office for review of form and correctness and approved on September 19, 2025. The Master Agreement for Culpepper & Terpening, Inc. was submitted to the City Attorney's Office and approved as to form and correctness on November 4, 2025.

Staff requests approval of the RFQ No. 2025-022 Professional Engineering Services — Culpepper & Terpening, Inc. Agreement.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

N/A

RESPONSIBLE STAFF:

Engineering Department
Purchasing Department

COORDINATED WITH:

Engineering Department
Purchasing Department
City Attorney's Office
Culpepper & Terpening, Inc.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 25-26
Account: N/A
Amount: N/A
FISCAL IMPACT:

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

Attachments

City Attorney's Memo
Culpepper & Terpening, Inc. Agreement

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	11/18/2025 09:41 AM
City Manager	Richard Chess	11/18/2025 09:54 AM
Form Started By: Venetia Barnes		Started On: 11/07/2025 12:01 PM
Final Approval Date: 11/18/2025		

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: Venetia Barnes, Stormwater Engineer Manager

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney *SH*

RE: RFQ2025-022 Professional Engineering Services Agreement - Culpepper & Terpening, Inc.

CAO RLS FILE: 25-355

DATE: November 4, 2025

I have reviewed the above Request for Legal Services (RLS) related to the Professional Engineering Services Agreement with Culpepper & Terpening, referencing RFQ 2025-022. The Agreement follows the format of the Professional Engineering Services Agreement previously approved by this Office under RLS 25-294. One change was made to this Agreement – the email address for public records requests was updated to the current email address used by the City Clerk's Office. A clean copy of the Agreement has been uploaded, and 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.

CONTINUING CONTRACT FOR RFQ No. 2025-022

PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT for PROFESSIONAL ENGINEERING SERVICES (hereinafter referred to as “Agreement” or "Contract") is made and entered into this ____ day of ____________________, 2025 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **CULPEPPER & TERPENING, INC.**, whose local principal address is **2980 South 25th Street, Fort Pierce, FL 34981** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2025-022 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering services** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on **August 18, 2025**, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; 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.

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 Agreement is to provide professional services within the scope of practice of **professional engineering services** (hereinafter “professional services”).

Consultant represents to the City that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant’s trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of two (2) years commencing on the date first written above, with three (3) one (1) year renewal options available unless otherwise extended or terminated in writing.

A. The City may extend this Agreement up to one hundred eighty (180) days beyond the expiration date of the existing Agreement. The rates in effect on the last day of the contract shall remain in effect for the Agreement extension period. Additional extensions shall be subject to agreement of both parties.

B. Any work that commences must be complete on or before the expiration of the Term period stated herein.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC 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 through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

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

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

5. TIME OF PERFORMANCE

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

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific 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 Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

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

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the

Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

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

9. DEFAULT/TERMINATION

A. FOR CAUSE

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

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

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

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

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

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

B. WITHOUT CAUSE

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

10. SUBCONSULTANTS AND SUBCONTRACTORS

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

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

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

11. FEDERAL AND STATE TAX

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

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

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

12. INSURANCE

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

(a) A fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Fort Pierce Redevelopment Agency and the City of Fort Pierce and their respective members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
(b) The original of the policy(ies); or
(c) Other evidence satisfactory to the City.

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

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

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

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

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

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

other than those which are required by the State of Florida or those which under an ISO filing must be attached to the policy (i.e., mandatory endorsements).

The City, and their respective officials, officers and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form (CG 20 10, Additional Insured – Owners, Lessees, or contractors – Scheduled Person or Organization Endorsement) and ISO Form CG 20 37 (Additional Insured – Owners, Lessees or contractors Completed Operations). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

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

Automobile Liability Insurance

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

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

Design Professional Liability

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

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

Pollution Legal Liability

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

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

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

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

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

Property Insurance (Builders Risk / Installation Floater)

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

Payment Bond and Performance Bond

Consultant shall execute, deliver to the City, in accordance with the performance and payment bond requirement as stated herein, and record in the public records of the county where the improvement is located, a statutory payment bond and a common law performance bond in the amount of this Agreement. Consultant shall provide the City with a true copy of the recorded bond(s) as evidence of such recording. The payment and performance bonds shall be issued using the Statutory Payment Bond form and the Common Law Performance Bond form provided by the City.

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

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

General Conditions

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

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

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

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

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

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

Additional Insured for General Liability

City of Fort Pierce and their respective officials, officers and employees

13. INDEMNIFICATION

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

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

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

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this 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 Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

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

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

15. PUBLIC RECORDS

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

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

2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as 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 Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

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

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

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

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

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 affect 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 City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

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

19. OWNERSHIP OF DOCUMENTS

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

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

20. INDEPENDENT CONSULTANT RELATIONSHIP

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

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this

Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

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

23. PROHIBITION AGAINST CONTINGENT FEES

Per Section 287.055(6)(a), Florida Statutes, “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

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

26. AUTHORITY TO PRACTICE

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

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

27. SEVERABILITY

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

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. 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 City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

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

31. MODIFICATIONS OF WORK

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

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

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

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

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

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. 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 or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
Culpepper & Terpening, Inc.
Attn: Sherry Terpening, President
2980 S. 25th Street
Fort Pierce, FL 34981

With a Copy to:
City Attorney
City Attorney’s Office
100 N. US Highway 1
Fort Pierce, FL 34950

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.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

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

34. WAIVER

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

35. 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 City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

36. INTERPRETATION; CONTROLLING LAW; 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. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

38. ANTITRUST ASSIGNMENT

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

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

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

41. SOVEREIGN IMMUNITY

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

CONTINUING CONTRACT FOR RFQ No. 2025-022

PROFESSIONAL ENGINEERING SERVICES

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

ATTEST:	**CITY OF FORT PIERCE:**
______________________	______________________
Linda Cox, City Clerk	Linda Hudson, Mayor
	______________________
	Date

APPROVED AS TO FORM CORRECTNESS:

By: ______________________
Sara Hedges, City Attorney

CONSULTANT:

By: Sherry ______________________

Print: **Sherry T. Terpening**

Title: **President**

Today's Date: **11-06-2025**

CULPEPPER & TERPENING INC

City of Fort Pierce
RFQ No. 2025-022
Professional Engineering Services
Proposed Fee Schedule
Exhibit 1

SERVICES	RATE
Principal Engineer P.E.	$ 320.00
Senior Project Manager P.E.	$ 250.00
Senior Project Engineer PE	$ 240.00
Project Engineer P.E.	$ 200.00
Senior Project Manager	$ 240.00
Project Manager	$ 205.00
Project Engineer/Manager/Design/EI	$ 150.00
Civil Design Technician/Senior Design Technician	$ 130.00
CADD Operator/Technician	$ 110.00
Senior Land Surveyor	$ 215.00
Survey Crew Chief	$ 120.00
Senior Survey Technician	$ 130.00
Survey Technician	$ 110.00
GIS Technician	$ 140.00
Project Coordinator	$ 130.00
Administration Services	$ 90.00
Drone Survey Crew	$ 220.00
Two Man Field Survey Crew	$ 180.00
Three Man Field Survey Crew	$ 225.00
ADDITIONAL SERVICES	**RATE**
Principal Planner	$ 230.00
Environmental Specialist	$ 230.00
Senior Electrical Engineer	$ 275.00
Senior Landscape Architect	$ 180.00
Senior Inspector	$ 150.00
Inspector	$ 125.00
Utility Designating Crew	$ 295.00
Ground Penetrating Radar (GPR) & Operator	$ 185.00
Test Hole – Pervious	$ 400.00
Test Hole – Impervious	$ 500.00
Location Vac. Truck and Crew ($/Hr)	$ 295.00
Hydrographic Vessel Under 18'	$ 14.55

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: **Culpepper & Terpening, Inc.**

Authorized Representative's Name and Title: **Sherry T. Terpening - President**

Address: **2980 S. 25th Street**

City: **Fort Pierce** State: **Florida** Zip Code: **34981**

Phone Number: **772-464-3537** Email Address: **sterpening@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: Sherry	**Sherry T. Terpening - President**	**11-06-25**
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 **6th** day of **November**, 20**25** by **Sherry T. Terpening**, who is

☒ personally known or
☐ produced identification (ID produced: ______________________).

Notary Public Signature: ______________________ (Seal)

ROBERTO CABRERA
MY COMMISSION # HH 460374
EXPIRES: November 19, 2027

Print Name: **Roberto Cabrera** My Commission Expires: **11-19-27**

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

Meeting Date: 12/01/2025

Re: Approval of RFQ No. 2025-022 Professional Engineering Services - CAPTEC Engineering, Inc. Agreement

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

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

SUMMARY:

RFQ2025-022 for Professional Engineering Services was advertised in April 2025 with a due date of May 27, 2025. There were twenty-one (21) respondents to the RFQ. CAPTEC Engineering, Inc. was one (1) of the five (5) top-scoring firms approved as the city's continuing professional engineering service providers for RFQ 2025-022 at the August 18, 2025, City Commission meeting. Staff was authorized to enter into contract negotiations with the firms. A Master Agreement was submitted to the City Attorney's Office for review of form and correctness and approved on September 19, 2025. The Master Agreement for CAPTEC Engineering, Inc. was submitted to the City Attorney's Office and approved as to form and correctness on November 24, 2025.

Staff requests approval of the RFQ No. 2025-022 Professional Engineering Services — CAPTEC Engineering, Inc. Agreement.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

N/A

RESPONSIBLE STAFF:

Engineering Department
Purchasing Department

COORDINATED WITH:

Engineering Department
Purchasing Department
City Attorney's Office
CAPTEC Engineering, Inc.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 25-26

Account: N/A

Amount: N/A

FISCAL IMPACT:

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

Attachments

CAO Memo

CAPTEC_Engineering, Inc._Agreement

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	11/25/2025 02:04 PM
City Manager		
Form Started By: Venetia Barnes		Started On: 11/07/2025 11:46 AM

THE SUNRISE CITY
FORT PIERCE Florida
CITY ATTORNEY'S OFFICE

TO: VENETIA BARNES, STORMWATER ENGINEER MANAGER, ENGINEERING

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

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: RFQ2025-022 PROFESSIONAL ENGINEERING SERVICES AGREEMENT - CAPTEC ENGINEERING, INC.

CAO RLS#: 25-384

DATE: NOVEMBER 24, 2025

I have reviewed the above Request for Legal Services (RLS) related to the previously approved Master Agreement for Professional Engineering Services (RLS 25-294) with CAPTEC ENGINEERING, INC. I corrected the Contractor's misspelled business name and updated the statute number noted in the Affidavit of Coercion. The red-lined and clean versions have been uploaded for the Department use as a template for future agenda items. With the minor edits as noted, the **Agreement is approved as to form and correctness**.

Reminder: The Department should place the Agreement on the Commission consent Agenda for review and approval *prior* to execution by the City. However, the Contractor, should sign the Agreement prior to it 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.

CONTINUING CONTRACT FOR RFQ No. 2025-022

PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT for PROFESSIONAL ENGINEERING SERVICES (hereinafter referred to as “Agreement” or "Contract") is made and entered into this ____ day of ____________________, 2025 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **CAPTEC ENGINEERING, INC.**, whose local principal address is **301 NW Flagler Avenue, Stuart, FL 34994** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to RFQ No. 2025-022 and Section 287.055, Florida Statutes, the City solicited proposals for non-exclusive continuing contracts to perform professional services; and

WHEREAS, the Consultant is qualified pursuant to Section 287.055, Florida Statutes, to provide services within the scope of practice of **professional engineering services** under a continuing contract; and

WHEREAS, at the regularly scheduled meeting on **August 18, 2025**, the City Commission of the City of Fort Pierce approved the negotiations of a continuing contract and authorized the execution of an agreement for Continuing Professional Services between the City and Consultant; 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.

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 Agreement is to provide professional services within the scope of practice of **professional engineering services** (hereinafter “professional services”).

Consultant represents to the City that the professional services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant’s trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its professional services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of two (2) years commencing on the date first written above, with three (3) one (1) year renewal options available unless otherwise extended or terminated in writing.

A. The City may extend this Agreement up to one hundred eighty (180) days beyond the expiration date of the existing Agreement. The rates in effect on the last day of the contract shall remain in effect for the Agreement extension period. Additional extensions shall be subject to agreement of both parties.

B. Any work that commences must be complete on or before the expiration of the Term period stated herein.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide professional services related projects for City. Each project will require a separate Specific Authorization using a form agreed to by both parties. The Specific Authorization shall set out the Scope of Work, time of performance, compensation schedule for each project, and any other necessary terms.

4. PERIOD OF SERVICE; SPECIFIC 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 through the execution of a Specific Authorization. The City reserves the right to select the respective Consultant who the City believes is in its best interest to perform the specified work.

B. If the Consultant's professional services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a Change Order, and only upon agreement by the City to the adjustment and that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

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

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

5. TIME OF PERFORMANCE

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

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in the individual Specific Authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual Specific 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 Specific Authorization. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City. Payment for services performed will be processed within forty-five (45) days of receipt and approval of a proper invoice and in accordance with the applicable terms of the Local Government Prompt Payment Act, Sections 218.70-80, Florida Statutes.

7. GENERAL CONDITIONS

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

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the

Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

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

9. DEFAULT/TERMINATION

A. FOR CAUSE

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

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

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

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

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

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

B. WITHOUT CAUSE

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

10. SUBCONSULTANTS AND SUBCONTRACTORS

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

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

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

11. FEDERAL AND STATE TAX

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

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

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

12. INSURANCE

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

(a) A fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Fort Pierce Redevelopment Agency and the City of Fort Pierce and their respective members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
(b) The original of the policy(ies); or
(c) Other evidence satisfactory to the City.

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

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

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

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

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

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

other than those which are required by the State of Florida or those which under an ISO filing must be attached to the policy (i.e., mandatory endorsements).

The City, and their respective officials, officers and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form (CG 20 10, Additional Insured – Owners, Lessees, or contractors – Scheduled Person or Organization Endorsement) and ISO Form CG 20 37 (Additional Insured – Owners, Lessees or contractors Completed Operations). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

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

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

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

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

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

Pollution Legal Liability

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

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

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

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

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

Property Insurance (Builders Risk / Installation Floater)

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

Payment Bond and Performance Bond

Consultant shall execute, deliver to the City, in accordance with the performance and payment bond requirement as stated herein, and record in the public records of the county where the improvement is located, a statutory payment bond and a common law performance bond in the amount of this Agreement. Consultant shall provide the City with a true copy of the recorded bond(s) as evidence of such recording. The payment and performance bonds shall be issued using the Statutory Payment Bond form and the Common Law Performance Bond form provided by the City.

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

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

General Conditions

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

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

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

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

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

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

Additional Insured for General Liability

City of Fort Pierce and their respective officials, officers and employees

13. INDEMNIFICATION

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

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

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

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this 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 Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

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

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

15. PUBLIC RECORDS

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

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

2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as 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 Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.

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

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

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, to include, but not limited to, Sections 112.311 and 112.313, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

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

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 affect 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 City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

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

19. OWNERSHIP OF DOCUMENTS

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

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

20. INDEPENDENT CONSULTANT RELATIONSHIP

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

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this

Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

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

23. PROHIBITION AGAINST CONTINGENT FEES

Per Section 287.055(6)(a), Florida Statutes, “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.”

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

25. NON DISCRIMINATION

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

26. AUTHORITY TO PRACTICE

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

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

27. SEVERABILITY

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

28. FLORIDA CONTRACTS

WHERE APPLICABLE AND PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

29. 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 City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

30. AMENDMENT

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

31. MODIFICATIONS OF WORK

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

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

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

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

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

If the City elects to make the change, the City shall initiate an Agreement Amendment or Change Order and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

32. 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 or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Department
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
CAPTEC Engineering, Inc.
Attn: Joseph W. Capra, P.E., President
301 NW Flagler Avenue
Stuart, FL 34994

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

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.

Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

33. CAPTIONS AND HEADINGS

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

34. WAIVER

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

35. 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 City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

36. INTERPRETATION; CONTROLLING LAW; 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. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

37. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

38. ANTITRUST ASSIGNMENT

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

39. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

40. E-VERIFY

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

41. SOVEREIGN IMMUNITY

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

CONTINUING CONTRACT FOR RFQ No. 2025-022

PROFESSIONAL ENGINEERING SERVICES

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

ATTEST:

____
Linda Cox, City Clerk

CITY OF FORT PIERCE:

____
Linda Hudson, Mayor

____
Date

APPROVED AS TO FORM CORRECTNESS:

By: ______________________________
Sara Hedges, City Attorney

CONSULTANT:

By: ______________________________

Print: Joseph W. Capra, PE

Title: President

Today's Date: 11/24/2025

CAPTEC
Engineering, Inc.
Civil Engineering Professionals

EXHIBIT 1

CAPTEC 2025 HOURLY RATES (City of Fort Pierce)

Principal / Expert Witness……………………	$ 250.00/hour
Sr. Principal/ PE………………………………	$ 220.00/hour
PE / Construction Director……………………	$ 190.00/hour*
PE / Quality Control Manager………………..	$ 190.00/hour
PE/ Engineering Manager…………………….	$ 180.00/hour
PE / Sr. Project Manager……………………..	$ 160.00/hour
PE / Project Engineer/ Manager….……………	$ 160.00/hour
PE / Project Design Engineer………………..	$ 150.00/hour
Construction Project Manager………………..	$ 125.00/hour*
Sr. Project Designer…………………………..	$ 120.00/hour
Sr. Civil Design Technician ………………….	$ 120.00/hour
Project Design Engineer/ EI…………………..	$ 110.00/hour
Project Design Engineer………………………	$ 100.00/hour
Field Representative/ Sr. Inspector……………	$ 100.00/hour*
Assistant Project Manager/ Coordinator……...	$ 95.00/hour
Civil Design Technician………………………	$ 90.00/hour
Office Manager……………………………….	$ 80.00/hour
Project Coordinator…………………………...	$ 80.00/hour

**Includes travel / mileage costs*

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: CAPTEC Engineering, Inc.

Authorized Representative's Name and Title: Joseph W. Capra, P.E., President

Address: 301 NW Flagler Avenue

City: Stuart State: FL Zip Code: 34994

Phone Number: (772) 692-4344 Email Address: jcapra@gocaptec.com

Section 787.06(14), 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:	Joseph W. Capra, PE, President	11/24/2025
Authorized Signature	Printed Name and Title	Date

STATE OF FLORIDA
COUNTY OF MARTIN

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization

this 24 day of NOVEMBER, 20 25 by JOSEPH CAPRA, who is

☒ personally known or
☐ produced identification (ID produced: ____________________).

Notary Public Signature: ____________________ (Seal)

Print Name: GINA COLONNA My Commission Expires: 6/14/28

GINA COLONNA
Notary Public - State of Florida
Commission # HH 520189
My Comm. Expires Jun 14, 2028
Bonded through National Notary Assn.

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

Meeting Date:	12/01/2025
Re:	Authorization for Mayor’s Signature on Sunrise Theatre Parcel Combination Request Form
Submitted For:	Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Authorization for Mayor’s Signature on Sunrise Theatre Parcel Combination Request Form

SUMMARY:

The City of Fort Pierce is considering the transfer of ownership of the Sunrise Theatre property to the Fort Pierce Redevelopment Agency. As part of this process, staff recommends combining the four separate parcels that currently comprise the Sunrise Theatre into a single parcel. This consolidation will streamline property management and provide a more accurate and cohesive legal description. To complete the process, the necessary documentation will be submitted to the St. Lucie County Property Appraiser’s Office.

RECOMMENDATION:

Staff recommends that the City Commission authorize the Mayor to execute the Request for Real Property Combination, allowing the consolidation of the four parcels comprising the Sunrise Theatre property into a single parcel.

ALTERNATIVES:

Deny authorization for the Mayor’s signature on the Request for Real Property Combination.

RESPONSIBLE STAFF:

Shyanne Harnage, Director, Community & Economic Development

COORDINATED WITH:

City Attorney's Office

Fiscal Impact

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

OTHER INFORMATION:

N/A

Attachments

Combo Request Form

Image of Lots
City Attorney Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	11/14/2025 11:19 AM

Form Started By: Awilda Colon
Started On: 11/10/2025 10:02 AM
Final Approval Date: 11/14/2025

Michelle Franklin, CFA
St. Lucie County
Property Appraiser

Request for Real Property Combination Tax Year ____

List parcel(s) number(s) you wish to combine.

____________________ ____________________ ____________________

____________________ ____________________ ____________________

Detailed Instructions:____

____

Please confirm and initial the following as accepted and completed:

I am the owner of record, legal agent or have power of attorney for the owner of record. ***Written proof is required for agents and those with power of attorney.***

Real Estate taxes are current.

Parcels are contiguous and in the same jurisdiction.

Title (ownership) is the same for each parcel.

Verified with the St. Lucie County Planning and Development Services or other Jurisdictional Agency as to what adverse effects, if any, this combination may have on the property.

All mortgage lenders (if applicable) have been notified of this change. ***Combining mortgaged property with non-mortgaged property may create an escrow shortage resulting in a higher mortgage payment and could create significant issues in the case of a foreclosure.***

I ***decline Contiguous Homestead***, which was explained and presented as an alternative to a combination.

I understand combining parcels ***may increase taxes*** by affecting existing capped values and/or exemptions.

Owner Signature: ________________________________ Date: ______________

Printed Name: ________________________________ Phone: ______________

Deputy Signature: ________________________________ Date: ______________

Printed Name: ______________________________

Michelle Franklin, CFA
St. Lucie County
Property Appraiser

IMPORTANT NOTICE

A parcel split/combination by the Property Appraiser is for taxation purposes only and does not imply legality of new land description created by owner's request, the legality for such parcel to be conveyed via land title, nor the suitability for such parcel to be developed. Contact the appropriate land development, zoning, and/or planning department of your jurisdiction for questions concerning property development. Pursuant to Florida Statute 197.192 the Property Appraiser's office shall not split or combine parcels until all taxes due or delinquent have been paid to the Tax Collector.

HOMESTEAD PROPERTY: The land split of a homestead property will result in the removal of the Save Our Homes 3% assessment cap limitation from the newly created (split-out) parcel. The new (split-out) parcel will be assessed at market value, generally resulting in an increase in taxable value. If at a future date the property owner desires to re-combine the property, the new (split-out) parcel will be combined back with the homestead parcel at its current market value. The Save Our Homes cap will not be restored to its former level. When combining any parcel with a homestead parcel, the full market value of the non-homestead parcel will be added to the assessed value of the homestead parcel for the current tax roll. In subsequent tax years, the Save Our Homes assessment cap shall protect that value.

NON-HOMESTEAD PROPERTY: The land split or combination of non-homestead property will result in the removal of the 10% assessment cap limitation and the assessment of the parcel(s) at full market value. Per Florida Statute 193.1554(7) and 193.1555(7)

Parcel Contiguous to Homestead Property. Vacant property contiguous/adjacent to a homestead property is eligible to receive the Save Our Homes assessment cap limitation, provided that the contiguous parcel is used in conjunction with homestead property. The contiguous parcel will retain its unique parcel identification number and legal description. Per Florida Statute 196.031 (1)(a)

By signing below, whether by the owner or the owner's representative, acknowledges they have read and understand, aforementioned.

Owner Signature: ______________________________ Date:________________

Print Name: ________________________________ Phone: _______________

Representative: ______________________________

TO BE COMPLETED BY REAL ESTATE DEPT 772.460.3315
This split/combination will be effective for the 20____ tax year.

Deputy Signature: __________________________Date:____________________

Deputy Print Name: __________________________Phone: __________________

Frequently Asked Questions

Can I split my property if encumbered by a Unity of Title or Restrictive Covenant?
You must contact the appropriate taxing jurisdiction to obtain, in writing, a "Release of Unity of Title" or "Termination of Restrictive Covenant" before a split is processed.

What if one of the parcels to be combined includes a Save Our Homes cap?
The portion previously under a 10% non-homestead cap will be reassessed at full market value then added to the market and assessed values of the homestead parcel for the current tax roll. In future years, the Save Our Homes cap will apply to the assessed value limiting its annual increase to 3% or less. Combining property may increase taxes by affecting existing capped values. The cap cannot be restored to its former level.

What happens to the 10% assessment cap for parcels that participate in a split or combination?
Per Florida Statute 193.1554(7) and 193.1555(7) the land split or combination of non-homestead property could result in an increase greater than the 10% assessment cap limitation.

What if I have a mortgage on one of the parcels involved in the reconfiguration?
Combining mortgaged property with un-mortgaged property may create an escrow shortage resulting in a higher mortgage payment and could create significant issues in the event of a foreclosure. In addition, splitting mortgaged property may violate your mortgage agreement and could cause an issue with the payment of taxes.

What if I have title insurance on one of the parcels involved in the reconfiguration?
A parcel split or combination may violate restrictive covenants, including boundary line setbacks or other provisions. This action may also impede the ability to provide a lender with the endorsements they require in Loan Policy Schedule A insuring the mortgage. If you are combining parcels and the title of one property has to be changed to match the title of the other property (single owner vs joint tenants), the change in ownership may invalidate the insurance policy unless title insurance is purchased to cover all owners. Contact your title insurance company for clarification or additional information.

Is there a deadline for submitting an application request for parcel splits or combinations?
Throughout the year, we will suspend parcel splits and combinations in order to submit Tax Rolls to the State. The suspension dates may include up to two (2) weeks in advance of the following periods: June 1, July 1, August 1, and mid-September. The last day to have a split/combo applied to the current Tax Roll is August 15.

Will the application I complete be available to the public?
Yes, any information provided on the application is available upon request unless otherwise protected by state statute.

How are new addresses assigned?
Local jurisdictions determine the proper address assignments for all properties.

How long does it take to process my application?
Upon acceptance by SLCPA applications meeting all requirements are generally processed within 30 days.

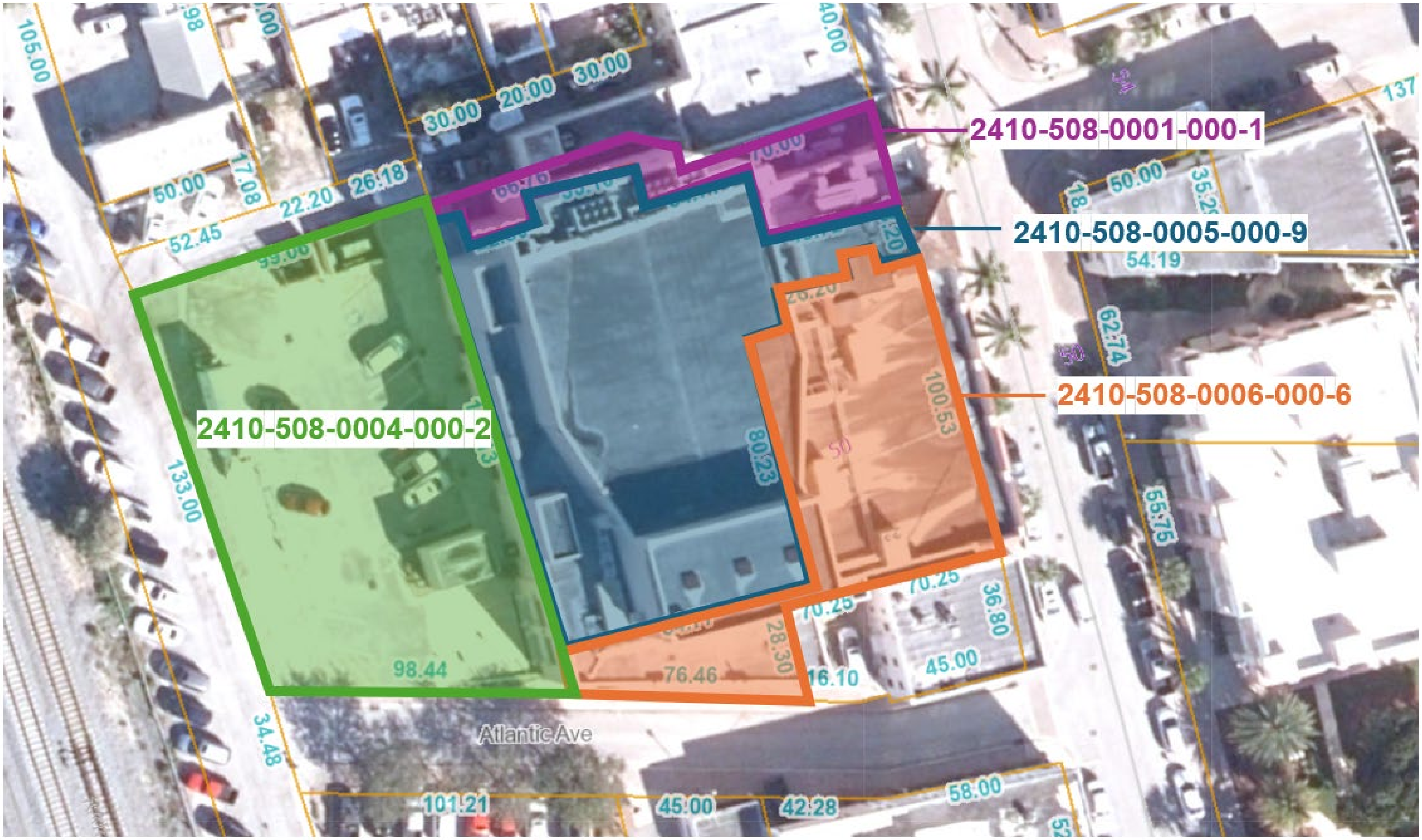
How is the legal description determined?
The property owner MUST provide a survey, sketch, or legal description clearly defining all property boundaries to SLCPA. SLCPA will not create or draft property descriptions.

What is the cost of splitting/combining my parcel?
There is no cost from the Property Appraiser's office to split or combine property. However, there may be a fee required by the local jurisdiction when obtaining the necessary approval. Requesting prior approval for parcel splits and combinations from the appropriate zoning, planning, or community development agency of your jurisdiction is strongly encouraged.

Jurisdiction Contact Information:

• St Lucie County Planning Dept:	772.462.2822	2300 Virginia Ave, Fort Pierce, FL 34982
• City of Fort Pierce Planning Dept:	772.467.3737	100 N US Hwy 1, Fort Pierce, FL 34950
• City of Port St Lucie Planning Dept:	772.871.5212	121 SW Port St Lucie Blvd, Port St Lucie, FL 34984

Saint Lucie County Property Appraiser
Real Estate Department
2300 Virginia Ave, Rm 121
Fort Pierce, FL 34982
772.460.3315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62.74
100.53
80.23
133.00
55.75
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70.25
36.80
28.30
76.46
98.44
45.00
16.10
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45.00
42.28
58.00

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: AWILDA COLON, REDEVELOPMENT ASSISTANT, COMMUNITY AND ECONOMIC DEV

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

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: APPROVE AS TO FORM & CORRECTNESS THE REQUEST FOR REAL PROPERTY COMBINATION FORM FOR TAX YEAR 2026 FOR THE SUNRISE THEATRE

CAO RLS#: 25-352

DATE: NOVEMBER 4, 2025

I have reviewed the above Request for Legal Services (RLS) related to FPRA's request to combine four (4) parcels of city owned land into one (1) parcel in which all parcels are connected to one another and used as part of the Sunrise Theater. After confirming that all four (4) parcels are zoned Central Commercial (C-4) and uses for the Sunrise Theater would fall within basic use standards and other applicable use standards permitted under city ordinance Section 125-187 and Section 125-201, **the Real Property Combination Form for Tax Year 2026 for the Sunrise Theatre 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.

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

Meeting Date:	12/01/2025
Re:	Indian River Drive Corridor Improvements CEI and Geotechnical Services - Kimley-Horn & Associates, Inc. - SA No. 2 (RFQ No. 2025-022)
Submitted For:	Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval of Specific Authorization No. 2 with Kimley-Horn & Associates for an amount not to exceed $1,051,190 for construction engineering inspection (CEI) and geo-technical services along with project construction final certifications for the Indian River Drive Corridor improvements.

SUMMARY:

The City of Fort Pierce was the recipient of a $2,745,223 Florida Job Growth Infrastructure Grant, DEO Agreement No, G0100, to help offset the construction costs associated with the proposed Indian River Drive Corridor improvements. In accordance with the requirements stipulated in this agreement, the City is to retain outside services to perform all construction oversight, geotechnical services and final project certification of the project. As the Engineer of Record, Kimley-Horn and Associates, Inc. has provided a proposal to provide all required construction oversight and applicable testing as described on the attached Specific Authorization No. 2.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Deny and request a proposal from another engineering firm identified on the shortlist of eligible consultants per RFQ 2025-022. Seeking a new quote will delay construction activities.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

FPUA,
Community and Economic Development,
Public Works,
FP Marina

Fiscal Impact

Budgeted Y/N:	N/A
Fiscal Year:	FY 25/26
Account:	3127700-563100

Amount: $1,051,190.00

FISCAL IMPACT:

The project will be funded through the Indian River Drive Construction Fund, Account No. 3127700-563100. The original funding breakdown of the $1,051,190.00 is as follows:

1) $223,326.94 (funding remaining from the previously allocated $3,000,000) - FPRA Account No. 1049400-563100
2) $827,863.06 - Road and Bridge Impact Fees Account No. 1101111-563100

Attachments

SA No. 2

City Attorney Approval Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	11/18/2025 09:40 AM
City Manager	Richard Chess	11/18/2025 09:54 AM
Form Started By: Tracy Telle		Started On: 11/13/2025 08:18 AM
Final Approval Date: 11/18/2025		

SPECIFIC AUTHORIZATION NO. 2
INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS PROFESSIONAL ENGINEERING SERVICES

REF. RFQ No. 2025-022

SCOPE OF SERVICES

Pursuant to the "Continuing Contract for RFQ No. 2025-022 – Professional Engineering Services" between the **City of Fort Pierce** (hereinafter referred to as "CITY") and **Kimley-Horn and Associates, Inc.** (hereinafter referred to as "ENGINEER") dated the 3rd day of November 2025, (hereinafter collectively referred to as the "AGREEMENT"), CITY authorizes the ENGINEER to provide professional services as detailed herein.

The CITY desires professional engineering services related to the construction management, engineering inspection and material testing services for Indian River Drive Corridor Improvements (Seaway Drive to Avenue A), hereinafter referred to as the "PROJECT".

Section 1 - Scope of Work and Schedule of Services

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

In accordance with criteria specified in the Florida Job Growth Infrastructure Grant Agreement No. G0100, ENGINEER is required to oversee the construction of the proposed Indian River Drive Corridor Improvements. Services shall include construction project management, inspections, and geotechnical testing. The proposed services and scope of work are more particularly described in Exhibit "A", which is attached hereto and incorporated by reference herein.

Section 2 - Deliverables

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

Construction Management	18 Months from NTP
Construction Inspection	18 Months from NTP
Materials Testing	18 Months from NTP

Section 3 - Method and Amount of Compensation

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

The budget (or fee) for the services is not to exceed $1,051,190.00.

Section 4 - CITY's Responsibilities

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

Section 5 - Other Provisions

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

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

CITY OF FORT PIERCE, FLORIDA:

By: ______________________________ Date: ____________
Linda Hudson, Mayor

KIMLEY-HORN AND ASSOCIATES, INC.

By: ______________________________ Date: 11/10/25
Brian Good, PE, Senior Vice President

APPROVED AS TO FORM & CORRECTNESS:

By: ______________________________ Date: ____________
Sara Hedges, City Attorney

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

INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS – CONSTRUCTION MANAGEMENT, INSPECTION AND MATERIAL TESTING SERVICES

PROJECT DESCRIPTION:

The CITY desires professional consultant services to support the construction of the proposed Indian River Drive Corridor Improvements Project consisting of Construction Phase Management, Inspection and Material Testing Services. The proposed project consists of reconstructing Indian River Drive within the historic downtown waterfront corridor between Avenue A and Seaway Drive, approximately 0.45 miles. The improvements are intended to support the economic recovery and revitalization of the downtown waterfront corridor by reconstructing and expanding pedestrian access to provide safer mobility along the corridor. Beyond pedestrian facilities, the improved corridor will provide on-street parking, street lighting, landscape/hardscape and bridge improvements. The existing 1961 constructed bridge on Indian River Drive over Moore's Creek will be replaced in conjunction with the overall corridor improvements.

The ENGINEER agrees to provide Construction Management, Inspection and Material Testing Services to the CITY. The ENGINEER will serve as the Engineer-of-Record (EOR), certify the project, conduct field observations and perform materials testing services to document the contractor's work. The contractor will be responsible for providing As-Built surveys throughout the course of the project. The ENGINEER will perform sampling and testing frequencies based on the project plans and specifications unless otherwise noted. Full-time field technicians/inspectors are anticipated to be required to perform the construction observations and tests in step with the pace of construction. The material sampling and testing frequencies will be based on Florida Department of Transportation (FDOT) specifications unless otherwise noted.

DESCRIPTION OF TASK DELIVERABLES:

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

A. General:

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

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

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

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

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

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

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

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

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

B. Construction Phase Management:

The ENGINEER will provide construction phase management as specifically stated below:

1. Weekly Construction Meetings/Construction Observation. The ENGINEER will provide on-site construction observation services during the project's construction phase. It is anticipated that the ENGINEER will be available to participate in the construction meetings, as requested by the CITY. The ENGINEER will also be available to make visits in order to observe the progress of the Work. Such visits and observations by the ENGINEER are not intended to be exhaustive or to extend to every aspect of the Contractor's work in progress. Observations are limited to spot checking, selective measurements and similar methods of general observation of the Work based on the ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, the ENGINEER will evaluate whether the Contractor's work is generally proceeding in accordance with the Contract Documents.

2. Clarifications and Interpretations. The ENGINEER will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the CITY and the Contractor as appropriate to the orderly completion of the Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the CITY.

3. Change Orders. The ENGINEER may recommend Change Orders to the CITY and will review and make recommendations related to the Change Orders submitted or proposed by the Contractor.

4. Shop Drawings and Samples. The ENGINEER will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which the Contractor is required to submit, but only for conformance with he information given in the Contract Documents. Such review and approvals or other action will no extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

5. Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, the ENGINEER will determine the amounts the Contractor is recommended to be

paid. Such recommendations of payment will be in writing and will constitute the ENGINEER's representation to the CITY, based on such observations and review, that, to the best of the ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated and such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, the ENGINEER's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, The ENGINEER shall not thereby be deemed to have represented that its observations to check the Contractor's work have been exhaustive, extend to every aspect of the Contractor's work-in-progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to the ENGINEER in this AGREEMENT. It will also not impose responsibility on the ENGINEER to make any examination to ascertain how or for what purposes the Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work-in-progress, materials, or equipment has passed to the CITY free and clear of any liens. Claims. Security interests, or encumbrances, nor that there may not be other matters at issue between the CITY and Contractor that might affect the amount that should be paid.

6. Limitations of Responsibilities. The ENGINEER shall not be responsible for the actions or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. The ENGINEER will evaluate whether the Contractor's work is generally proceeding in accordance with the Contract Documents, and the ENGINEER will keep the CITY informed of the general progress of the Work through weekly project summary reports.

   The ENGINEER shall not, as a result of such observations of the Contractor's work-in-progress, supervise, direct, or have control over the Contractor's work, nor shall the ENGINEER have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by the Contractor, for safety precautions and programs incident to the Contractor's work, nor for any failure of the Contractor to comply with laws and regulations applicable to the Contractor's furnishing and performing the Work. Accordingly, the ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

   The ENGINEER will recommend to the CITY that the Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, the ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents.

7. Record Drawing Review and Certification. Then ENGINEER will review the Record Drawings as submitted by the Contractor. Based upon receiving acceptable Record Drawings from the Contractor, the ENGINEER will prepare and submit a certification letter to the CITY.

8. Final Notice of Acceptability of the Work. The ENGINEER will, promptly after notice from the Contractor that it considers the entire Work ready for its intended use, in company with the CITY and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. The ENGINEER will conduct a final site visit to determine if the completed Work of the Contractor is generally in accordance with the Contract Documents and the final punch list so that the ENGINEER may recommend , in writing, final payment to the Contractor. Accompanying the recommendation for final payment, the ENGINEER shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the ENGINEER's knowledge, information, and belief based on the extent of its services and based upon information provided upon which it is entitled to rely.

C. Construction Phase Inspection and Material Testing:

The ENGINEER's sub-consultant Terracon Consultants, will perform daily observations of the contractor's construction activities and provide documentation in the form of written daily reports and photographs. The daily observations are expected to include the items listed below.

- Daily weather conditions
- Contractor's daily effort
    - personnel and hours on-site
    - equipment type, model and usage
    - general construction activities
    - amount of work completed
- Installation of underground drainage to include:
    - subgrade soils for drainage pipe and structures
    - pipe type and size
    - structure type and size
    - line and grade (based on visual and/or spot check of

    contractor provided data)
  - backfill placement

- Construction of pavement section components
  - Stone (as applicable), stabilized subgrade and base – observe composition, thickness, compaction, and line and grade (the latter based on spot check of contractor provided field data)
  - asphalt – verify delivered mix; document QC activities, apparent thickness, and compaction effort.

- Drilled shaft installation

- Obvious notable safety conditions

- Obvious notable erosion control conditions

- Obvious notable MOT conditions

Earthwork Sampling & Testing
An Engineering Technician will collect samples of materials used during construction and deliver them to the laboratory for testing. Additional earthwork activities include the following:

In-Place Field Density Tests
Perform in-place density tests on soils during the following expected activities:

- Mass grading

- Storm drainage installation

- Utility systems (watermain, forcemain) installation

- Pavement section construction including compacted subgrade, stabilized subgrade and base course(s)

- Hardscape construction (sidewalk, curb, miscellaneous pads)
  Concrete Testing

An Engineering Technician will perform plastic properties tests in general accordance with applicable ACI or FDOT standards. Representative samples of freshly placed concrete will be obtained and tested for slump, temperature, and air content. Six compressive strength test specimens, including two "hold" cylinders will be cast for each mix design placed in any one day at a frequency of one set for every 50 cubic yards (cy). Concrete testing will include the following:

- Plastic Properties Tests: Perform a slump test, temperature measurement, and air content test for each sample when test specimens are molded.
- Mold Specimens: Mold one set of six concrete test cylinders (4”x8”). Subsequently, collect and deliver hardened cylinders to our laboratory for final curing and testing.
- Compressive Strength Tests: Test one specimen at 7-days, three specimens at 28-days, and hold two reserve cylinders, or as otherwise specified.

Plastic properties data will be entered into Terracon’s proprietary reporting system and reports issued after 28-day compressive strength results are obtained. Terracon is not responsible for lost or damaged cylinders at the jobsite. Storage and protection of the cylinders will be the responsibility of the contractor.

Asphalt Paving Inspection. An Asphalt Paving Inspector will perform field in-place density (backscatter) testing, temperature measurements of the asphalt mix delivered to the jobsite, and periodic spot checks of asphalt mat thickness prior to compaction.

Deep Foundation Testing (PDA). Terracon will perform Dynamic Load Testing (PDA) on the piles driven for the bridge structure. We understand that all piles will require dynamic testing. A PDA Engineer will attend a pre-piling meeting and perform PIP review and Preliminary Weap Analysis. The PDA results for each production pile will be analyzed using CAPWAP and WEAP methods followed by a letter addressing the PDA results.

Pile Driving Inspection. A qualified Pile Driving Inspector will perform inspection of the driven production piles to be installed for the bridge replacement on the project. The plans indicate there will be 46 production piles planned for the bridge and we estimate pile installation will take 19 days.

LABORATORY TESTING SERVICES

Samples will be collected in the field and delivered to the laboratory for subsequent analysis. Exact types and number of tests are estimated in Exhibit C but we anticipate the following laboratory testing may be performed:

- Moisture-density relationship
- Grain size analysis
- Atterberg Limits
- Grout compressive strength

- Percent fines
- Organic content
- Concrete compressive strength

Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the AASHTO Soil classification system.

ENGINEERING & REPORTING SERVICES

Our professional staff will coordinate the aforementioned inspection and test program, review the test results, and consult on an as-needed basis.

TIME OF PERFORMANCE:

The construction duration associated with the construction of the Indian River Drive Corridor Improvements Project is understood not to exceed 540 calendar days (18 months) from the issuance of the notice to proceed.

EXHIBIT "B"

COMPENSATION

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

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

Lump Sum Tasks

Task Description	Fee
Construction Phase Management	$ 462,070
Construction Phase Inspection and Material Testing	$ 589,120
Grand Total	**$1,051,190**

Compensation will be computed at the hourly rates of

Principal	$	315.00
Senior Professional	$	270.00
Registered Professional	$	210.00
Professional 2	$	160.00
Professional 1	$	140.00
Designer	$	185.00
Support Staff	$	100.00

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: TRACY TELLE, ASSISTANT CITY ENGINEER, ENGINEERING

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

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: APPROVAL OF KIMLEY-HORN AND ASSOCIATES, INC. SA NO. 2 - REF. RFQ 2025-022

CAO RLS FILE: 25-367

DATE: NOVEMBER 6, 2025

I have reviewed the above Request for Legal Services related to Specific Authorization (SA) No. 2 for Kimley Horn and Associates, referencing RFQ 2025-022. I have made proposed changes to the SA. A redlined copy is attached with proposed changes, as well as a clean copy with those changes accepted. The clean copy is approved as to form and correctness.

Please attach Exhibit A, the description of the scope of services, and Exhibit B, the description of the compensation, before SA No. 2 is presented for signatures.

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. F.**

Meeting Date:	12/01/2025
Re:	Approval of Medical Services Agreement with Fort Pierce Urgent Care
Submitted For:	Johnna Morris, Finance Director, Finance Department

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SUBJECT:

Approval to contract with Fort Pierce Urgent Care in an amount not to exceed $175,000, to provide walk-in medical services for employees covered under the City's health insurance plan for a period of one (1) year.

SUMMARY:

The City previously contracted with MD Now to provide walk-in medical services to employees covered by the City's health insurance plan. The contract expired on September 30, 2025, and we are requesting to enter into a new contract with Fort Pierce Urgent Care to provide these services. Services will begin as soon as the contract is signed. These services will remain at no cost to the employees.

RECOMMENDATION:

To approve the contract with Fort Pierce Urgent Care

ALTERNATIVES:

Reject the recommendation and look for other providers.

RESPONSIBLE STAFF:

Finance and Purchasing Department

COORDINATED WITH:

City Manager and City Attorney

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2026
Account:	0016000 - 520300
Amount:	175,000

FISCAL IMPACT:

This is an annual budgeted expense.

Attachments

City Agreement with Fort Pierce Urgent Care

City Attorney Office - Rereview Memo

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	11/18/2025 10:13 AM
Finance Department	Johnna Morris	11/19/2025 12:18 PM
City Manager	Richard Chess	11/19/2025 04:51 PM

Form Started By: Megan LeGrand Started On: 11/13/2025 02:57 PM

Final Approval Date: 11/19/2025

MEDICAL SERVICES AGREEMENT

This **MEDICAL SERVICES AGREEMENT** (this "Agreement") is made and entered into on this day of ________________________, 2025, by and between Fort Pierce Family Care, Inc. d/b/a Fort Pierce Urgent Care, a Florida for profit corporation (hereinafter "FPUC") and City of Fort Pierce (hereinafter "CITY").

Whereas, FPUC owns and operates a certain urgent care center under the name Fort Pierce Urgent Family Care (the "Facilities") at the location listed on Exhibit A;

Whereas, CITY self-insures its employee health care plan and desires that FPUC provide certain identified health care services to its employees at the Facilities for a fixed rate per visit; and

Whereas the parties are desirous of entering into an agreement that memorializes their understanding as to this arrangement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Scope of Services.

(a) FPUC shall provide to CITY employees and family members who participate in the Health Plan all of the usual and customary health care services offered to the general public at its Facility to include only the specific health care treatment services and products outlined in this section (the "Services"). CITY employees may schedule appointments for Monday through Friday or "walk in" and wait to be seen any day that the Facility is open. All Services and supplies to be provided shall be at the discretion of and are subject to the professional judgment of FPUC medical staff and shall include only those services listed in Exhibit B.

(b) FPUC will provide non-prescription and prescription medications on the Formulary set forth in Exhibit B. FPUC may add to the list of non-prescription and prescription drugs at any time without notice to CITY. FPUC may delete items from the list of non-prescription and prescription drugs upon thirty (30) days written notice to CITY. All non-prescription and prescription drugs shall be subject to availability. FPUC shall use best efforts to stock adequate supplies of non-prescription and prescription drugs. FPUC may substitute another generically equivalent drug for any prescription medications on the Formulary. If, in the professional medical judgment of FPUC medical staff, a determination is made that a drug that is not on the FPUC Formulary is medically appropriate for the patient's condition, the medical staff will provide the patient with a prescription to be dispensed by a pharmacy at the employee's choice and expense.

(c) FPUC will provide the Clinical Laboratory Improvement Amendments (CLIA) waived tests as set forth in Exhibit B. FPUC may add to the list of tests at any time without notice to CITY. FPUC may delete items from the list of tests upon thirty (30) days written notice to CITY. All tests shall be subject to availability. FPUC shall use best efforts to stock an adequate supply of tests.

(d) FPUC shall have each CITY patient who receives care at a Facility sign an authorization allowing FPUC to submit the patient's name and date seen for payment purposes. FPUC shall each month provide to CITY a report detailing the kinds and quantity of services provided.

2. Staffing and Licensing of Facility.

(a) FPUC will provide at the Facility the staff described in Exhibit C hereto. Staffing of the Facility shall be at FPUC's sole and complete discretion. All medical staff shall be properly licensed to practice their profession and in good standing with their professional licensing board. The medical staff of the Facility shall not practice under any licensing restriction, revocation, or suspension or have any felony convictions.

(b) The Facility will be open from 8:00 a.m. until 8:00 p.m. Monday – Friday and 9:00 a.m. until 5:00 p.m. Saturday and Sunday. The Facility will observe the following holidays:

(1) New Year's Day

(2) Easter Sunday

(3) Memorial Day

(4) July 4th

(5) Labor Day

(6) Thanksgiving

(7) Christmas Day

(c) The on-site staff provided by FPUC will be licensed by the State of Florida to provide the health care services that they are licensed to provide.

(d) Each dispensing physician shall be registered as such with the Florida Board of Medicine. Prescription drugs shall be obtained from authorized sources.

(e) The Facility shall be licensed to provide the medical Services as required by law.

3. FPUC is not the Exclusive Provider. CITY employees are free to obtain medical services from whomever they choose, but will be responsible for reimbursing these providers through health insurance or otherwise.

4. Identification of CITY Employees and Payment.

(a) CITY shall provide an identification card identifying the patient a CITY employee. CITY shall cause to be surrendered such cards from any employees who are terminated from employment and are no longer qualified to receive CITY provided care at the Facilities. CITY shall be responsible for payment for persons who present CITY identification.

(b) CITY shall pay FPUC a flat per visit fee of two hundred-thirty-five ($235.00) for each time that an employee utilizes the FPUC Facility. The $235.00 fee includes prescription medications (90-day supply of maintenance medications). If a CITY employee has to make one additional visit to the Facility for follow up of a laceration repair or incision and drainage of an abscess without complications within ten (10) days of the initial visit, there will be no additional charge for the second visit.

(c) FPUC shall submit monthly invoices directly to CITY. CITY will pay the flat fee for all covered services under the contract. If an invoice is not paid within thirty (30) days after the date the invoice is received, the amount owed FPUC will bear interest from the date the invoice is received at the maximum rate allowed by law.

(d) If an employee receives services outside the contract, FPUC will send a claim to the CITY'S Third-Party Administrator and collect the associated co-pay from the employee.

5. Warranty. FPUC shall perform the services required of it under this Agreement with the standards of care, skill, and diligence consistent with (i) recognized and sound medical practices, procedures and techniques; (ii) all applicable laws and regulations; (iii) the specifications, documents, and procedures applicable to the services; and (iv) the degree of knowledge, skill, and judgment normally exercised by professional firms in the community wherein the Facility is located with respect to services of a similar nature.

6. Independent Contractor. FPUC agrees to furnish services under this Agreement as an independent contractor and not as an agent or partner of CITY. CITY shall not retain control or direction over FPUC or its employees or the detail, manner, or methods of performance of the Services provided hereunder by FPUC or its employees.

7. Indemnity. FPUC agrees to protect, defend, and hold CITY harmless against any liabilities whatsoever, including court costs and attorney's fees related to any claim, pretrial, trial, or appellate proceeding, resulting from or in connection with the provision of Services under this Agreement by FPUC, its employees, or its subcontractors, if such liabilities are due to or caused by the willful act or intentionally by FPUC.

8. Insurance. FPUC will maintain and have in force at all times during the Initial Term and any Renewal Term (see Section 10) the types of insurance and with maximum coverage amounts described in Exhibit D.

9. Force Majeure. Performance of this Agreement by each party hereto shall be pursued with due diligence in all requirements hereof. However, neither party shall be liable to the other for any loss or damage for delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for the performance affected and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays.

10. Term and Termination. The initial term of this Agreement shall be for a period of one (1) year beginning on execution of this Medical Services Agreement (the "Commencement Date"), and ending on the anniversary of the date of execution (the "Initial Term"). Either party may terminate this Agreement with or without cause upon providing sixty (60) days written notice of termination to the other party. This Agreement will automatically renew after the Initial Term for successive terms of one year each (each a "Renewal Term") unless written notice has been given by either party hereto no less than sixty (60) days before the expiration of the Initial Term or the applicable Renewal Term. Prior to the start of each renewal term, the parties shall review the fees set forth in Section 4(b) to negotiate in good faith any increase to the fees for that renewal term. FPUC may either choose to not renew the Agreement or accept the fees in effect at that time for the renewal term.

11. Documentation, Records and Reports.

(a) Incidental to the rendering of services under the terms and conditions of this Agreement, FPUC shall generate documentation, records, and reports which are necessary to the proper rendering of the Services described in Section 1(a). FPUC has the right to send copies of medical records to its corporate Medical Director for quality assurance purposes. FPUC will maintain normal confidentiality procedures in connection therewith.

(b) All medical information, both occupational and non-occupational, stored in FPUC computer files is the property of FPUC, and FPUC shall indemnify and hold harmless CITY from any alleged breach of confidentiality which results from FPUC's ownership of the computerized medical files and/or unauthorized or illegal publication of information contained in such computerized medical files. Upon termination of this Agreement, FPUC agrees to make a reasonable effort to cooperate with CITY to provide certain identified medical information that may be contained in FPUC's computer files that may be of use to CITY relative to the operation of the Facilities and the provision of the Services. Such information may be provided via hard copy or electronic transfer, depending on the nature of the data and the technical requirements to produce electronic media.

(c) CITY is not entitled to have access to the medical records, as defined by state law and protected health information, as defined by federal law and regulations, maintained by FPUC. FPUC will not provide CITY with any confidential patient information other than the name and date of visit of the patient without a written authorization signed by the patient or a valid subpoena or court order. FPUC shall maintain all records as required by state and federal law.

12. Assignment. Neither party may assign this Agreement without the express written permission of the other.

13. Compliance with Laws. FPUC shall perform all of its duties hereunder in accordance with all applicable codes, laws, and municipal governmental agencies.

14. Events of Default and Rights and Remedies.

(a) The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

(1) Default in the payment of any sum becoming due under this Agreement, which default continues ten (10) business days after written notice thereof in accordance with Section 19 hereof.

(2) Default in the performance or observance of any of the non-monetary terms, agreements, covenants or conditions of this Agreement which default continues for thirty (30) days after written notice thereof in accordance with Section 19 hereof; provided that, if such default cannot reasonably be cured within thirty (30) days, no Event of Default shall be deemed to occur so long as the defaulting party has commenced and is diligently implementing a cure within the 30-day period and pursues such cure to a timely conclusion no later than one hundred and twenty (120) days from written notice thereof.

(b) If there is an Event of Default with respect to either party in accordance with this section, then, upon the election of the non-defaulting party, such non-defaulting party may suspend its performance under this Agreement, and may exercise any other rights or remedies it may have at law or in equity.

(c) In the event of litigation between the parties arising out of this Agreement, each party shall be responsible for its own reasonable attorneys' fees, including the costs of appeals.

15. Law, Forum and Venue. This Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of law provisions. The venue for all legal proceedings arising out of or relating to this Agreement shall lie exclusively in Palm Beach County, Florida to the exclusion of any other jurisdiction or venue, and each party consents to personal jurisdiction of the State of Florida with respect to all matters arising under or out of this Agreement and waives any defenses based on personal jurisdiction, venue, and inconvenient forum.

16. Complete Agreement. This Agreement, including its appendices, is intended as the complete and exclusive statement of the terms of agreement between the parties hereto. This Agreement shall not be amended or modified, and no waiver of any provision hereof shall be effective, unless set forth in a written instrument authorized and executed with the same formality as this Agreement.

17. Counterpart Execution. FPUC and CITY may execute this Agreement in any number of separate counterparts, each of which, when executed and delivered by the parties hereto, shall have the force and effect of an original. All such counterparts shall be deemed to constitute one and the same instrument.

18. Conflicting Terms. In the event that the terms of this Agreement conflict with the terms of any form purchase order or invoice of CITY or other CITY form, the terms of this Agreement shall control. CITY expressly waives any provision in any form purchase order or other form that purports to control over this Agreement.

19. Notice. All notices, demands, requests and other communications hereunder shall be in writing and shall be either: (a) personally delivered (including by means of recognized air courier services utilizing receipts), in which case they shall be effective when delivered (if delivered before 5:00 p.m. on the recipient's business day; if delivered after 5:00 p.m., they shall be effective the next business day); (b) sent by facsimile (so long as the original of such notice, demand, request or other communication is thereafter forwarded to the other party in the normal course of business) in which case they shall be effective when the sender has received facsimile transmission confirmation (if delivered before 5:00 p.m. on the recipient's business day; if delivered after 5:00 p.m. they shall be effective the next business day); or (c) sent by prepaid certified mail, return receipt requested, in which case they shall be effective upon actual receipt. The addresses and facsimile numbers of CITY and FPUC are as follows (or as shall otherwise be specified by notice given in the manner provided above):

To: Fort Pierce Family Care, Inc.
3851 Virginia Avenue
Fort Pierce, FL 34981
Facsimile: 772-882-4893
Attention: Dr. Jerry Jacobson

To: City of Fort Pierce
100 North US 1
Fort Pierce, FL 34950

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

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

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

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

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

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

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

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

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals to this Agreement the day and year first above written.

Signed, sealed and delivered in the presence of:

CITY OF FORT PIERCE:

ATTEST:

____
Linda Hudson, Mayor

____
Linda W. Cox, City Clerk

(CITY Seal)

APPROVED AS TO FORM
& CORRECTNESS:

____
Sara Hedges, City Attorney

FORT PIERCE FAMILY CARE, INC.:

By: VP, FPFC, INC
Name: JERRY JACOBSEN, VP, FPFC, INC
Title: VP, FPFC, INC

STATE OF: FLORIDA
COUNTY OF: ST. LUCIE

The foregoing instrument was acknowledged before me this 12TH day of NOVEMBER, 2025, by JERRY JACOBSEN, VP FPFC, who is the VP, FPFC, INC of Fort Pierce Family Care, Inc., a Florida corporation, on behalf of the corporation.

He/She is personally known to me or has produced FL DL J372-754-27-000-0 as identification.

M Folch
Notary Public

My commission expires: ________

MARYLIN FOLCH
Notary Public - State of Florida
Commission # HH 280364
My Comm. Expires Jul 26, 2026
Bonded through National Notary Assn.

EXHIBIT A

FACILITY LOCATION:

Fort Pierce Family Care d/b/a Fort Pierce Urgent Care
3851 Virginia Avenue
Fort Pierce, Florida 34981

Phone: (772) 882-4919
Fax: (772) 882-4893

EXHIBIT B

I. SERVICES:

FPUC shall provide all of the services listed below:

A) Regular primary care visits to FPUC physicians.

B) Urgent Care visits (includes services usually and customarily provided at Facilities) including:

- X-Rays
- Visual Acuity
- Audiometry
- Nebulizer Treatments up to Two (2) in a Visit
- IV Hydration of Less Than One (1) Hour Duration
- Selected IV/IM Medication
- Simple Laceration Repairs
- Initial Fracture Treatment
- Simple Abscess Treatment
- Trigger Point Injections
- Simple Foreign Body Removal of Eye or Skin
- Simple Lesion Removal
- Simple Burn Treatment

C) Occupational medicine visits such as pre-employment.

D) Annual Health Risk Assessment/Wellness Exam to include:

- Complete physical examination
- CBC, CMP, and Lipids.
- PSA if Male Age Over 40.
- Thyroid Function if Clinically Indicated.
- EKG
- CXR

E) CLIA Waived Tests:

- Lab Work
- Strep Screen
- Mono Spot
- Urinalysis
- Urine Pregnancy
- Blood Glucose Level
- Stool Hemoccult

F) Prescription medications shall include those generic drugs listed on the Formulary below. The drugs, quantities and strength shall be based on the professional judgment of the dispensing health care practitioner. FPUC, in the professional judgment of the dispensing health care practitioner, may dispense up to a three (3) month supply of maintenance medications as listed below to CITY patients seen at the Facilities. An additional patient visit is required for refills.

II. Formulary:

ANTIBIOTICS
Amoxicillin 250mg/5ml Susp 150ml
Amoxicillin 500mg Capsules #30 Augmentin
500mg Tablets #30 Azithromycin 200mg/5ml
Susp 30ml Azithromycin 250mg Tablets #6
Cephalexin 500mg Capsules #40
Clindamycin HCL 300 mg Capsules #40
Diphenhydramine HCL 50mg Capsules #30
Doxycycline 100mg Tablets #20
Pen VK Tablets 500 mg #30 Sulfameth/Trimeth
DS 800/160mg Tablets #20

ANTI-DIABETIC
Glipizide 10mg Tablets #90 Glipizide
5mg Tablets #90 Metformin 1000mg
Tablets #90

ANTI-HYPERTENSIVE
Amlodipine 5mg Tablets #90
Amlodipine 10mg Tablets #90
Atenolol 50mg Tablets #90 Clonidine
0.2mg Tablets #90 Clonidine 0.3 mg
Tablets #90
Hydrochlorothiazide 25mg Tablets #90 Lisinopril
20mg Tablets #90
Lisinopril 40mg Tablets #90
Lisinopril/HCTZ 20 mg/12.5 mg #90
Metoprolol Tartrate 25mg Tablets #90
Metoprolol Tartrate 50mg Tablets #90
Terazosin 2mg Capsules #90 Terazosin
5mg Capsules #90
Triamterene/HCTZ 37.5/25 Tablets #90

COUGH
Benzonatate 100mg Capsules #20
Phenergan DM Syrup 4oz

ENT
Antipyrine/Benzocaine Otic Solution 15ml
Neo/Poly/B HC Otic Susp 10ml
Neo/Poly/Dex Opth Susp 5 ml Tobramycin
0.3% Opth Sol 5ml
Trimethoprim Polymyxin B/Sulf Opth Sol 10ml

GASTROINTESTINAL

Dicyclomine 10mg Capsules #40
Omeprazole 20mg DR Capsules #30
Ranitidine HCL 150mg Tablets #30

MENTAL HEALTH
Citalopram 20mg Tablets #90
Fluoxetine10mg Capsules #90
Paroxetine20mg Tablets #90

MISCELLANEOUS
Fluconazole 150mg Tablets #1 Phenazopyridine
200mg Tablets #6

PAIN AND INFLAMMATION
Ibuprofen 600 mg Tablets #40
Indocin 50 mg #21 Meloxicam
15mg Tablets #30 Naproxen
375 mg Tablets #40
Orphenadrine Citrate 100mg ER Tablets #30
Oxaprozin 600mg Tablets #30
Prednisone 20 mg #10
Tramadol HCL 50mg Tablets #20

RESPIRATORY
Albuterol Sulf 0.83mg/ml Solution 3ml #25
Fluticasone 50mcg Spray 16 gm #1
Ipratropium Inh 0.02% 2.5ml Solution #25 SKIN
CONDITIONS
Betamethasone Val 0.1% Ointment 45gm HC
Cream 2.5% 45gm
Silver Sulfadiazine 1% Cream 50gm
Triamcinololone Acet 0.1% Cream 15gm
THYROID CONDITIONS
Levothyroxine 50mcg Tablets #90
Levothyroxine 75mcg Tablets #90
Levothyroxine 100mcg Tablets #90
Levothyroxine 150mcg Tablets #90

VIRUSES
Acyclovir 200mg Capsules #30

III. EQUIPMENT, SUPPLIES AND CLINIC MANAGEMENT:

FPUC will supply the following equipment:

- Audio Testing and Calibration Equipment (compatible with OHM software)
- Electronic Defibrillator
- Otoscopes and Ophthalmoscopes
- Stethoscopes
- Blood Pressure Cuffs
- Oxygen Tanks and Regulators
- Portable Oxygen
- Spirometry Equipment and Printer
- Electronic Thermometer
- Wood's Lamp
- Examination Tables
- IV Stands
- Mayo Stands
- Magnifying Loop
- Breath Alcohol Testing Device
- Scale
- Nebulizer

FPUC will provide:

- Medical supplies as determined by FPUC
- Medical waste disposal
- Laboratory Services to include listed tests only

EXHIBIT C

PERSONNEL STAFFING:

Normal Staffing: One (1) Physician and/or either one (1) Physician Assistant or Nurse Practitioner Monday – Friday 8:00 a.m. – 8:00 p.m.; Saturday – Sunday 9:00 a.m. – 5:00 p.m. FPUC shall have such other staff as it deems necessary.

Holiday Staffing: None ***

EXHIBIT D

COVERAGE OF INSURANCE:

- Commercial General Liability insurance of at least One Million and No/00 Dollars ($1,000,000.00) per occurrence/aggregate bodily injury and property damage.
- Every physician practicing at FPUC shall provide evidence of Professional Liability insurance (malpractice) coverage of at least One Hundred Thousand and No/00 Dollars ($100,000.00) per incident with an aggregate limit of Three Hundred Thousand and No/00 Dollars ($300,000.00). Alternatively, in lieu of providing Professional Liability insurance, each physician may provide evidence of meeting Florida Statutory financial responsibility requirements.
- Workers' compensation insurance coverage for FPUC employees will be provided by FPUC. The minimum amount of coverage for "Part One" shall be statutory limits. The minimum amount of coverage for "Part Two," Employer's Liability, shall be:

$100,000 each accident
$500,000 disease – policy limit
$100,000 disease – each employee

The insurance provided by FPUC pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's member, official, officer or employee.

EXHIBIT E

CITY OF FORT PIERCE

AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: FORT PIERCE FAMILY CARE, INC

Authorized Representative's Name and Title: JERRY JACOBSON, VP, FPFC, INC

Address: 3851 VIRGINIA AVENUE

City: FORT PIERCE State: FL Zip Code: 34981

Phone Number: (772) 882-4919 Email Address: FPMEDICALCARE@HOTMAIL.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: VP, FPFC, INC — JERRY JACOBSON, VP, FPFC, INC — 11/12/2025

Authorized Signature — Printed Name and Title — Date

STATE OF FLORIDA
COUNTY OF ST LUCIE

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization

this 12TH day of NOVEMBER, 2023 by JENNY JACOBSON, VP, FPL, who is

☐ personally known or
☒ produced identification (ID produced: FL DL J372-754-27-000-0).

Notary Public Signature: M Folch (Seal)

Print Name: M. Folch

My Commission Expires:

MARYLIN FOLCH
Notary Public - State of Florida
Commission # HH 280364
My Comm. Expires Jul 26, 2026
Bonded through National Notary Assn.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: JOHNNA MORRIS, FINANCE DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: MEDICAL SERVICES AGREEMENT

CAO RLS FILE: 25-303 – REREVIEW

DATE: OCTOBER 28, 2025

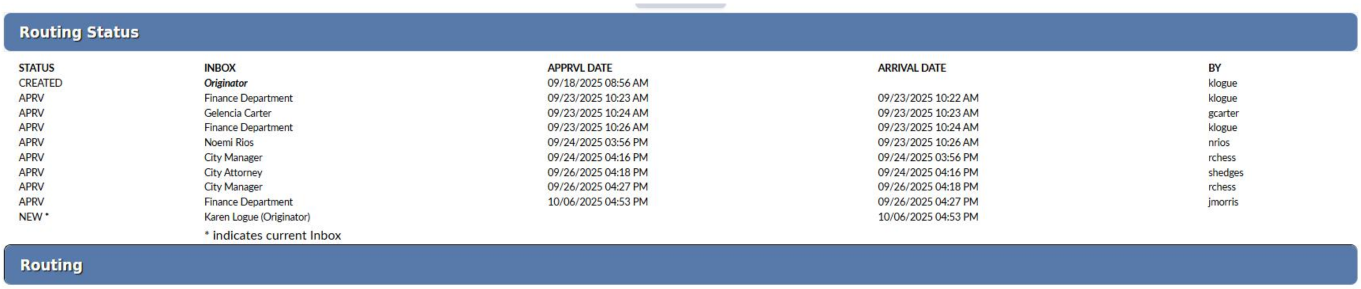
I have reviewed the above Request for Legal Services (RLS) as a rereview. This Medical Services Agreement ("Agreement") is to be between the City of Fort Pierce (the "City") and the Fort Pierce Family Care, doing business as Fort Pierce Urgent Care (the "Vendor"). The history of the Agreement and RLS review, procurement analysis, and contract analysis are explained in detail below. In summary, it is my opinion this Agreement is not exempt from competitive procurement based on the cited state law, that the Agreement must be entered into pursuant to the City's established procurement rules, and that without changes to the Agreement that are required by state law, the Agreement should not be entered into by the City. I have uploaded an updated Track Changes version of the Agreement that includes those changes I am of the opinion are required by law be made to the Agreement. The remaining changes suggested are still strongly recommended, as being in the City's best interest to include in this Agreement to properly protect itself, even if they are not necessarily required by law.

The version of the Agreement uploaded as Clean Copy format with all suggested changes included is approved as to legal form and correctness. The version of the Agreement uploaded in Clean Copy format with only the legally required changes included is approved as to the minimum legal form and correctness.

I do not recommend the City enter into this Agreement without including all changes recommended to the Agreement.

HISTORY OF THE AGREEMENT AND RLS REVIEW:

This RLS was originally received in the City Attorney's Office on September 24, 2025, and returned after review by this Office on September 26, 2025. The routing within the Agenda Quick system for the RLS is below:



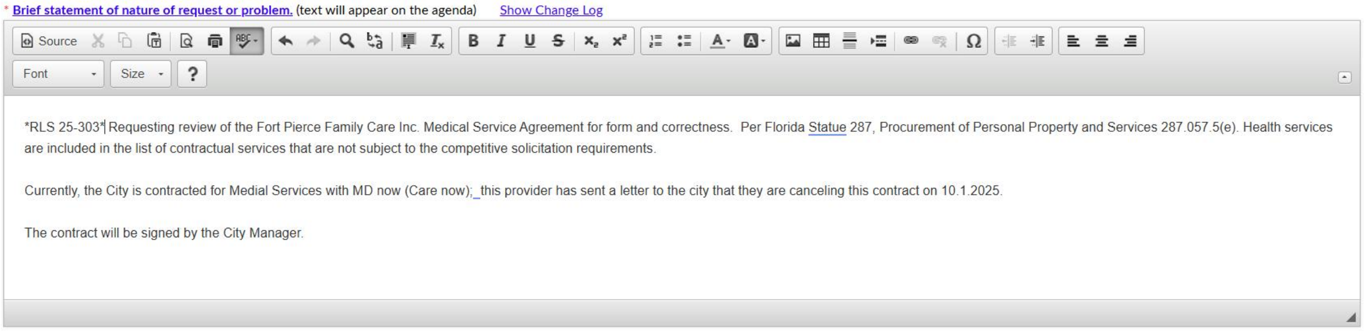
Routing Status

STATUS	INBOX	APPRVL DATE	ARRIVAL DATE	BY
CREATED	*Originator*	09/18/2025 08:56 AM		klogue
APRV	Finance Department	09/23/2025 10:23 AM	09/23/2025 10:22 AM	klogue
APRV	Gelencia Carter	09/23/2025 10:24 AM	09/23/2025 10:23 AM	gcarter
APRV	Finance Department	09/23/2025 10:26 AM	09/23/2025 10:24 AM	klogue
APRV	Noemi Rios	09/24/2025 03:56 PM	09/23/2025 10:26 AM	nrios
APRV	City Manager	09/24/2025 04:16 PM	09/24/2025 03:56 PM	rchess
APRV	City Attorney	09/26/2025 04:18 PM	09/24/2025 04:16 PM	shedges
APRV	City Manager	09/26/2025 04:27 PM	09/26/2025 04:18 PM	rchess
APRV	Finance Department	10/06/2025 04:53 PM	09/26/2025 04:27 PM	jmorris
NEW *	Karen Logue (Originator)		10/06/2025 04:53 PM	

* indicates current Inbox

Routing

The request that was received included the following background information, which was inputted by the submitter (note: the RLS number and asterisks were entered by the City Attorney's Office for tracking purposes):

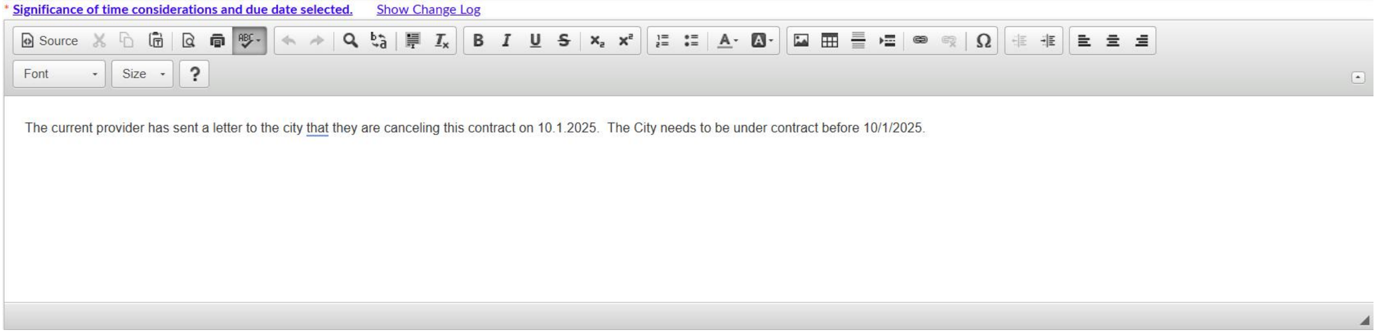


* Brief statement of nature of request or problem. (text will appear on the agenda) Show Change Log

RLS 25-303 Requesting review of the Fort Pierce Family Care Inc. Medical Service Agreement for form and correctness. Per Florida Statue 287, Procurement of Personal Property and Services 287.057.5(e). Health services are included in the list of contractual services that are not subject to the competitive solicitation requirements.

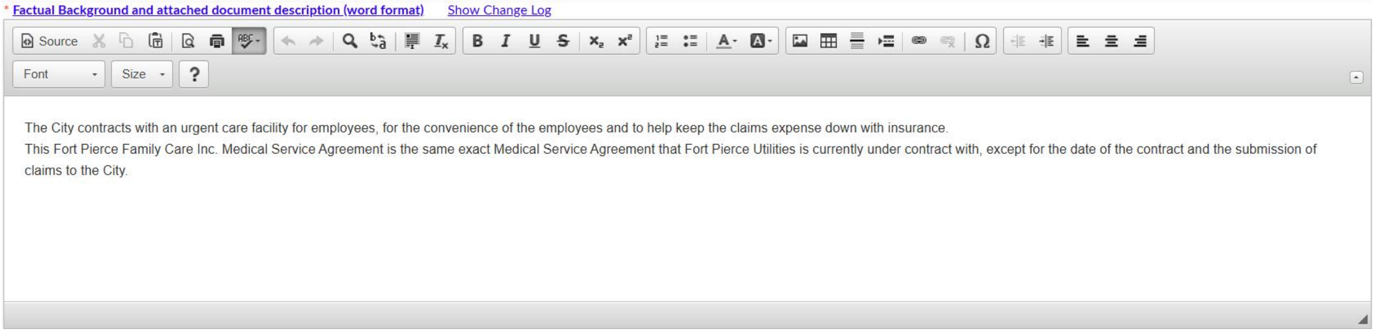
Currently, the City is contracted for Medial Services with MD now (Care now); this provider has sent a letter to the city that they are canceling this contract on 10.1.2025.

The contract will be signed by the City Manager.



* Significance of time considerations and due date selected. Show Change Log

The current provider has sent a letter to the city that they are canceling this contract on 10.1.2025. The City needs to be under contract before 10/1/2025.



* Factual Background and attached document description (word format) Show Change Log

The City contracts with an urgent care facility for employees, for the convenience of the employees and to help keep the claims expense down with insurance.
This Fort Pierce Family Care Inc. Medical Service Agreement is the same exact Medical Service Agreement that Fort Pierce Utilities is currently under contract with, except for the date of the contract and the submission of claims to the City.

Based on the information provided to this Office when the RLS was originally submitted, it was reviewed as a new contract. Suggested changes to the Agreement were made and returned to the Finance Department, as is standard course for legal review of a contract. Subsequently, this Office was contacted and notified the Vendor would not agree to any changes. At that point, the Agreement was reviewed by this Office as a "Piggyback" agreement to an FPUA agreement with the same Vendor. Upon my review of the Piggyback, I noted concerns with proceeding as proposed. I spoke to the City Manager to discuss my concerns. At that point in time, the

Agreement had already been placed on an agenda for City Commission review. There was not, however, a finalized Agreement to be considered at that time. The item was "pulled" from the Agenda by the City Manager. Negotiations and conversations with the Vendor were still ongoing to my knowledge, but the City Attorney's Office was not involved in the negotiations or conversations. I had, however, offered to speak with the Vendor's attorney to help speed the process along. That offer did not come to fruition. Once finalized, the Agreement was to be placed back on a City Commission agenda for consideration. Prior to my receiving any additional information from the City Manager or the Finance Director, this Agreement was added onto the October 20, 2025 City Commission agenda as a discussion topic. Based on subsequent conversations with the City Manager, this review follows.

PROCUREMENT ANALYSIS:

From a basic standpoint, it must be understood that under the City's home rule powers, the City is not generally required to engage in or establish any specific competitive procurement rules or processes so long as the City's actions are not arbitrary or capricious, except in those instances where state law has specifically made competitive procurement requirements applicable to municipalities. Volume Servs. Div. of Interstate United Corp. v. Canteen Corp, 369 So. 2d 391, 395 (Fla. 2nd DCA 1979); Brown v. City of St. Petersburg, 153 So. 140 (Fla. 1933); Ops. Att'y Gen. Fla. 2003-29 (2003), 98-04 (1998), 96-16 (1996), and 82-76 (1982). Otherwise, the City may establish, or not establish, its own procurement rules and processes, to include what must be competitively procured and what is exempt from competitive procurement. I have uploaded an article from the Florida Bar outlining State procurement processes and challenges with the enactment of the Florida Administrative Procedures Act. This article provides additional explanation supporting the above opinion.

A. Exemption under Section 287.057, Florida Statutes.

Included in the background information submitted with the RLS is a statement that the procurement of personal property and services, to include health services, does not require competitive solicitation (meaning a Request for Proposals or other competitive process) pursuant to Section 287.057(5)(e), Florida Statutes. I believe the intended citation should have been Section 287.057(3)(e)(5), Florida Statutes. It is my opinion the citation to this Statute, however, is incorrect and the statutory exemption does not create an exemption to competitive procurement for the City based on an analysis of Chapter 287, Florida Statutes. The City would need to specifically adopt the exemptions listed in Section 287.057(3)(e)(5) under its procurement rules for the exemption to be applicable to the City. As an example, I have uploaded a section from the City of Port St. Lucie's Code of Ordinances.

First, Section 287.057, Florida Statutes, discusses the procurement of commodities or contractual services for an "agency" in Florida. Section 287.012, Florida Statutes, includes definitions for certain words or terms used in Part I of Chapter 287, which encompasses Sections 287.001-287.138, Florida Statutes. Applicable definitions within Section 287.012, Florida Statutes, to this analysis are:

> As used in **this part**, the term:

> (1) "Agency" means any of the various state officers, departments, boards, commissions, divisions, bureaus, and councils and any other unit of organization, however designated, **of the executive branch of state government**. "Agency" does not include the university and college boards of trustees or the state universities and colleges.
>
> (2) "Agency head" means, with respect to an agency headed by a collegial body, the executive director or chief administrative officer of the agency.
>
> (9) "Department" means the Department of Management Services.
>
> (11) "Eligible user" means any person or entity authorized by the department pursuant to rule to purchase from state term contracts or to use the online procurement system.
>
> (14) "Governmental entity" means a political subdivision or agency of this state or of any state of the United States, including, but not limited to, state government, county, **municipality**, school district, nonprofit public university or college, single-purpose or multipurpose special district, single-purpose or multipurpose public authority, metropolitan or consolidated government, separate legal entity or administrative entity, or any agency of the Federal Government.
>
> (19) "Office" means the Office of Supplier Diversity of the Department of Management Services.

Throughout Section 287.057, Florida Statutes, the Statute discusses the requirements and responsibilities of "the agency" in procuring commodities and contractual services. Again, the "agency" is specifically and narrowly defined. The definition of "agency" should not be confused with the definition for a "governmental entity", which is much broader and does include municipalities. Section 287.057(3)(e)(12) actually lists "services and commodities provided by **governmental entities**" in the same list of exemptions as "health services". The use of these two terms within the same Section further explains that an "agency" and a "governmental entity" are not the same under the Statute.

Further applicable to this analysis is the language in Section 287.056, Florida Statutes, wherein:

> (1) Agencies shall, and eligible users may, purchase commodities and contractual services from purchasing agreements established and state term contracts procured, **pursuant to s. 287.057, by the department**. Each agency agreement made under this subsection shall include…

Again, this Statute makes clear, the purchases and contracts under Section 287.057, Florida Statutes, are by the **Department of Management Services** ("DMS") for state agencies under the executive branch of state government, not municipalities. The City does not utilize DMS for its procurement.[1]

Further applicable to this analysis is Section 287.042, Florida Statutes, which states, in part:

> (2)(a) **To establish purchasing agreements and procure state term contracts for commodities and contractual services, pursuant to s. 287.057, under which state agencies shall, and eligible users may, make purchases pursuant to s. 287.056.** The **department** may restrict purchases from some term contracts to state agencies only for those term contracts where the inclusion of **other governmental entities** will have an adverse effect on competition or to those federal facilities located in this state. In such planning or purchasing the Office of Supplier Diversity may monitor to ensure that opportunities are afforded for contracting with minority business enterprises. The department, for state term contracts, and all agencies, for multiyear contractual services or term contracts, shall explore reasonable and economical means to utilize certified minority business enterprises. Purchases by any county, municipality, private nonprofit community transportation coordinator designated pursuant to chapter 427, while conducting business related solely to the Commission for the Transportation Disadvantaged, or other local public agency under the provisions in the state purchasing contracts, and purchases, from the corporation operating the correctional work programs, of products or services that are subject to paragraph (1)(f), are exempt from the competitive solicitation requirements otherwise applying to their purchases.

Based on this language, Section 287.057, Florida Statutes, explains that state "agencies" under the executive branch of state government are not the same as "governmental entities".

It appears the confusion on the applicability of Sections within Chapter 287, Florida Statutes, to the City may come from the City's obligation to follow the Consultants' Competitive Negotiation Act (the "CCNA"). The CCNA is also within Chapter 287, Florida Statutes, but it is found at a different Section within the Chapter, specifically at Section 287.055, Florida Statutes. The CCNA is applicable to the City because of the definition for "agency" specifically included in and only applicable to Section 287.055, Florida Statutes:

> (1) SHORT TITLE.—This section shall be known as the "Consultants' Competitive Negotiation Act."
>
> (2) DEFINITIONS.—For purposes of **this section**:
>
> ***
>
> (b) "Agency" means the state, a state agency, a **municipality**, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. 380.06 or ss. 163.3220-163.3243.

---

[1] While not part of this analysis, it should be noted, the City may qualify as an "eligible user", should an agreement or contract with the State of Florida be identified that the City desires to use.

When a Section within a Chapter provides for a different definition than what is applicable to the Chapter as a whole, the specific definition contained within that Section is applicable to that Section only, while the definition for the remainder of the Chapter remains unchanged. The Statute goes on to explain the requirements and responsibilities of agencies, to include the City, under the CCNA, when purchasing professional services.

In summary, while Section 287.057 does include an exemption for health services from competitive procurement, the Statute is not applicable to the City with respect to creating an exemption from the City's competitive procurement requirements. Such an exemption must come from the City's own procurement rules. The opinions herein are in line with published Attorney General Opinions AGO 2003-29 and 93-28.

B. Piggyback Agreement

A Piggyback, as defined by the Institute for Public Procurement, is a "form of intergovernmental cooperative purchasing in which an entity will be given the pricing and terms of a contract entered into by a larger entity. Generally, the larger entity will **competitively** award a contract that will include language allowing for other entities to use the contract to their advantage in terms of pricing, thereby gaining economies of scale that they normally would not receive if they competed on their own." If one is to review previous Piggybacks from the City, the competitive process utilized by the originating government entity is outlined in detail to establish the competitive nature of their procurement. No information has been provided to establish that the FPUA competitively procured its contract with the Vendor, nor is such language included within the FPUA's agreement with the Vendor. Therefore, it is my opinion a Piggyback Agreement is not appropriate.

C. City Procurement Rules

The City's established procurement rules are found within the City's Code of Ordinances (the "Code") and the City's Procurement Policy and Procedures Manual (the "Manual"). Generally, the City's procurement rules are found at Article IV – Purchasing of the Code. Under Section 2-437 of the Code, Article IV – Purchasing "applies to contracts for the procurement of supplies, services, and construction, entered into by the city after the effective date of the ordinance from which this article is derived, unless the parties agree to its application to contracts entered into prior to the effective date; provided, however, that this article shall not apply to the obtaining of legal services." Section 2-439 of the Code states that "all contracts of the city shall be awarded by competitive sealed bidding process except as otherwise provided in subsections (a)(2) (competitive sealed proposals), (a)(3) (contracting for designated professional services), (a)(4) (small purchases), (a)(5) (sole source procurement), and (a)(6) (emergency procurements) of this section and section 2-442(d) (public announcement and selection process)." Pursuant to the Code, the City additionally breaks the amount of competition required for procurement down by the amount of the purchase. Under Section 2-440 of the Code, purchases not exceeding $500.00 may be directly purchased by a department without competition; purchases from $500.01 to $2,500.00 are approved by the Purchasing Director (actually called Purchasing Manager, currently) and the Finance Director, following three comparative quotes; purchases from $2,500.01 to $50,000 are approved by the Purchasing Director (Manager) and the Finance

Director following an informal bidding process; and purchases over $50,000.00 are approved by the City Commission following a bidding process requiring sealed and formal bids.

Upon searching the Code, an exemption for “medical services” or “health services” cannot be found. The Manual was approved by the City Manager on January 29, 2019. I have been unsuccessful in finding approval authority for the Manual from the City Commission. The Manual does list “medical services” as “exempt from the competitive requirements” of the Manual’s policies. The Manual further states that “the City’s Procurement Ordinance is the primary document that governs the procurement of goods and services. This Procurement Manuals procedures were written to comply with the Procurement Ordinance.” It is my opinion a Manual approved by the City Manager should not alter the requirements of the Code approved by the City Commission but only explain how to implement the Code requirements through the enactment of operating policies and procedures.

The submitted Agreement does not have a cost listed for the Agreement per year in the aggregate. Instead, it lists the cost per visit only, which will be dependent on the number of visits employees undertake during the year. The City Commission agenda item from October 13, 2025, however, requests approval of the Agreement “in an amount not to exceed $175,000” for a year of services. Therefore, this Agreement would require a competitive bidding process utilizing sealed and formal bids, unless and exemption were applicable. Based on the information I have been provided, it is my opinion that an exemption authorized in the Code or state law does not appear to apply to this Agreement. An exemption authorized in the Manual, however, does appear to apply to this Agreement.

LANGUAGE OF THE AGREEMENT:

The Agreement was originally reviewed and returned with recommended changes being included. Some of those changes are suggested because they are in the best interest of the City to include and/or standard inclusions in a contract to avoid legal issues in the future, while others are required by law. I have rereviewed the Agreement to delineate what is in the City’s best interest and what is legally required, at a bare minimum, as requested. The changes are explained below:

1. Suggested Changes:
    a. The title of the Agreement is suggested to be changed to explain the parties to the Agreement.
    b. The use of the term “Effective Date” following the date of the Agreement and in Section 10 instead of “Commencement Date” is recommended for consistency with the terms used by the City in its contracts and for accuracy. The Effective Date of a contract is the date it was entered into. The Commencement Date of a contract is the date the duties and performance requirements are to begin under the contract. While these two dates are often the same, they are not legally and technically the same, since a Commencement Date can be a later date to allow the parties to begin performance at a later time.
    c. The principal place of business for the Vendor is suggested to be included to clearly identify the party with whom the City is contracting and not allow confusion as to the proper party when companies have similar names. In this case, specifically, the

Vendor has a legal name, but is indicated as "doing business as" a company with a different name. It is common to include addresses of the parties so there is no question of enforceability should a legal dispute occur. The contract with the previous Vendor included their address for their principal place of business.

d. Section 6 outlines the force majeure terms of the Agreement. As provided by the Vendor, the Agreement does not have qualifying language as to what type of events would be considered not reasonably within the control of a party. Qualifying language was added to remove ambiguity in the Agreement.

e. Section 7 includes indemnification language. The language included in the draft submitted requires the Vendor to indemnify, defend, and hold the City harmless only for willful or intentional acts of the Vendor. It does not specifically include negligent or reckless conduct, such language was added and strongly recommended. Further, the drafted language does not include a requirement that the duty to indemnify, defend, and hold harmless shall survive termination of the Agreement. Such language was added and strongly recommended. Without survival language, if an employee receives improper medical care injury from the Vendor that results in an injury after the Agreement terminates, and the employee sues the City, the obligation of the Vendor to indemnify, defend, and hold harmless no longer exists. The City would be responsible for litigating the claim, to include attorneys fees and payment of any judgment against the City. It should be noted that the language and changes suggested to Section 7 related to survival and termination are included verbatim in the contract with the prior Vendor. Considering this language was included in the previous contract, to now remove legal protections that were in place for the City with a different Vendor is not recommended. The drafted language submitted does not include language that the failure to indemnify, defend, and hold harmless allows the City to immediately terminate or suspend the Agreement. This language has been added. Without this language, the City is only permitted to terminate the Agreement (based on the language the Vendor provided) with 60 days' notice.

f. Section 8 related to insurance. What was provided in the draft states that the maximum insurance coverage requirements would be included in Exhibit D. In reviewing Exhibit D, it is not in line with the standard language used by the City. To include the fact that the City sets standards for minimum coverage requirements. As written by the Vendor, they will only obtain the statutorily required minimums and nothing more. Often, the City will require higher coverage amounts as part of contracts to ensure protection for the City and the employees. Changes recommended to the Agreement include to add the City's standard language requirements to provide the City with proper proof of the insurance being in place, a thirty (30) day written cancelation notice of a policy to the City, requirements that any subcontractor also comply with the insurance requirements, proof of renewals or replacement policies being provided to the City thirty (30) days prior to expiration or termination of the policy, and who the Certificate Holder and Additional Insureds on the policies would be. While these requirements are not legally required, they are strongly recommended for the City's protection and the protection of the City's employees. The Risk Manager has confirmed this language is for the City's best protection and should be included in this Agreement. Also, the language and terms that were added are consistent with the language and terms that were in the prior Vendor's contract. As a final point, the insurance requirements were moved into the actual body of the Agreement instead of making it an Exhibit. This is for ease and not necessarily required.

g. Section 10 outlines the term and termination for the Agreement. The suggested changes made to this Section are for the City's protection and in its best interest to include in the Agreement. These changes include:
    i. A correction of the term "Commencement Date" to "Effective Date", as outlined in point (1)(b), above.
    ii. Language related to default, the ability to cure, and termination abilities if the default is not cured.
    iii. Language allowing the City to terminate the Agreement if the Vendor files for bankruptcy or a receivership or becomes insolvent.
    iv. Language that termination of the Agreement does not relieve FPUC from liability.
    v. Language that upon termination of the Agreement the Vendor shall only be compensated for work satisfactorily completed at the time of termination and not any costs incurred thereafter or as a result of the termination.

h. Language added to Section 11 of the Agreement requires the Vendor to not use or disclose any protected health information except as permitted or required by law, to use safeguards and comply with federal law related to protecting electronic protected health information, and the Agreement shall be interpreted to comply with HIPPA. While the Agreement does include language elsewhere that the Vendor must comply with all laws, such is written vaguely without specific requirement related to a patient's health information. These terms were added to specifically require and outline the protection that must be afforded to an employee's health information.

i. Section 17 was added and provides for a waiver of jury trial. This is often included to require a non-jury trial by a Judge and save the City the extra expense associated with a trial by a jury. This term was included in the previous Vendor's contract.

j. Section 18 includes language for the City's sovereign immunity protections. This language is not technically legally required to be included in the Agreement. It is standard language included in contracts for the City and local governments to provide the City protection in the event a lawsuit occurs and a claim is made that language elsewhere in the Agreement waived the City's sovereign immunity protections or limits. It should be clearly understood, that sovereign immunity protections are absolute and can be waived by contract. If the City does not include this language in the Agreement, it creates more of an unnecessary risk that a court may determine the City waived its sovereign immunity protections or limits. See Fla. Dep't of Nat. Res. v. Garcia, 753 So. 2d 72 (Fla. 2000); Am. Home Assur. Co. v. Nat'l R.R. Passenger Corp, 908 So. 2d 459, 473 (Fla. 2005); City of Fort Lauderdale v. Israel, 178 So. 3d 444, 448 (Fla. Dist. Ct. App. 2015); Fla. Dep't of Transp. v. Schwefringhaus, 188 So. 3d 840, 846 (Fla. 2016).

k. Section 19 includes additional standard miscellaneous terms and a reorganization of some terms:
    i. Section 19.1 was added to include assurances from the Vendor of its legal authority to enter into this Agreement, its proper existence under the law,

and its legal ability to conduct business in Florida. Again, this is a protection for the City in case vetting of the Vendor did not find such issues.

    ii. Section 19.2 was added to outline the City's tax exempt status and ensure taxes were not charged to the City as part of this Agreement.
    iii. Section 19.3 includes substantially the same language already included in the Agreement, but it was moved to this Section for better organization of terms. Additional language was included that the Agreement includes all previous written and oral agreements. This is standard language included in contracts.
    iv. Section 19.4 relating to venue and the governing law of the Agreement was also moved from another section for better organization of terms. The venue, however, was changed from Palm Beach County to St. Lucie County. The City, as a standard practice, requires venue in this county. To agree to venue in another County where the parties are not located and not actions occur could prove extremely detrimental to the City. The previous Vendor's contract contained St. Lucie County as the venue.
    v. Section 19.5 adds language related to dispute resolution. This is commonly included in City contracts to reduce litigation.
    vi. Section 19.6 includes language related to waiving terms of the Agreement and was added to protect both the City and the Vendor from any claim that by not executing a right upon a default that the party has waived any future defaults.
    vii. Section 19.7 adds language wherein the Vendor agrees that no conflict of interest exists under Section 112.311, Florida Statutes, nor will the Vendor employ anyone creating such a conflict during the Agreement.
    viii. Section 19.8 adds language related to non-discrimination.

2. Changes Required by Law:
    a. Section 20 adds language for E-Verify required by Section 448.095, Florida Statutes.
    b. Section 21 adds language for Public Records required by Section 119.0701, Florida Statutes
    c. Section 22 adds an exhibit for the Affidavit Regarding the Use of Coercion for Labor Services (human trafficking) required by Section 787.06, Florida Statutes.

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. G.**

Meeting Date:	12/01/2025
Re:	Approval of Change Order No. 17 — General Contractor Services, Extending Rental of Temporary Construction Fence in an amount not to exceed $2,689.66
Submitted For:	Audria Moore, Special Projects Coordinator, City Manager

---

SUBJECT:

Approval of Change Order No. 17, General Contractor Services, Extending Rental of Temporary Construction Fence in an amount not to exceed $2,689.66 to cover the duration of the Highwaymen Museum project parking lot drainage system construction.

SUMMARY:

This change order addresses the additional cost associated with extending the duration of the temporary fence installation on site. The extension is necessary to ensure safety and security during the ongoing construction of the parking lot drainage system.
The approval timeline for the parking lot change orders, along with the associated permit process, extended beyond the originally projected schedule. As a result, maintaining the construction fence for a longer period is required to safeguard the site and support uninterrupted progress.

RECOMMENDATION:

Staff recommends approving Change Order No. 17 in an amount not to exceed $2,689.66 to extend the rental of the temporary fence.

ALTERNATIVES:

The Commission can deny or offer to share the cost with the Contractor.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

City Manager's Office
City Attorney's Office
Journey C & D Group, Inc.

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2026
Account:	104-9400563200
Amount:	$2,689.66

OTHER INFORMATION:

The change order not to exceed $2,689.66 will be funded by FPRA Account Number: Improvements – Other Improvements - #104-9400563200.

Attachments

Change Order No. 17 - Temp Fence
Exhibit A - Original Contract Executed
Construction Proposal
CAO Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	11/18/2025 09:54 AM
Finance Department	Johnna Morris	11/24/2025 04:16 PM
City Manager	Richard Chess	11/24/2025 05:21 PM
Form Started By: Audria Moore		Started On: 11/17/2025 04:42 PM
Final Approval Date: 11/24/2025		

CHANGE ORDER NO. ____
CITY OF FORT PIERCE

PROJECT: **General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

DATE: __________ CONTRACTOR: Journey C + D Group Inc.

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: 05/22/2023

CHANGE ORDER REQUESTED BY: City __________ Contractor X

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT	$ 513,945.30
Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S)	$ 792,210.54
Net **INCREASE** of CONTRACT AMOUNT resulting from this CHANGE ORDER	$ 2,689.66
Current CONTRACT AMOUNT Including this CHANGE ORDER	$ 794,900.20
ORIGINAL CONTRACT TIME	210 Calendar Days
Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER	205 Calendar Days
Net (Increase) (Decrease) resulting from this CHANGE ORDER	0 Calendar Days
Current CONTRACT COMPLETION DATE including this CHANGE ORDER	**December 19, 2025**

(Change Order No. 17, Page 1 of 2)

CHANGES ORDERED:

I. GENERAL:

This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Lump Sum Construction for General Contractor Services Highwaymen Museum, attached as **Exhibit "A"**. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

This change order covers the additional cost incurred for extending the duration of the temporary fence installation on site, required to maintain safety and security during the ongoing construction of the parking lot drainage system.

III. JUSTIFICATION:

The approval timeline for the parking lot change orders and the associated permit process extended beyond the originally projected schedule. The permit was officially received on September 5, 2025, contributing to the extended project duration.

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

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

(Remainder of Page Left Blank)

RECOMMENDED BY:

____
(signature)

____
(name)

____
(date)

ACCEPTED BY:

____
(signature)

Clifford L. Moore Jr.
Clifford L. Moore Jr., CEO
Journey C + D Group, Inc.

11/14/2025
(date)

From the CITY:

APPROVED BY:

____
Linday Hudson, Mayor

____
(date)

APPROVED AS TO FORM AND CORRECTNESS:

____
Sara Hedges, City Attorney

____
(date)

From the FPRA:

APPROVED BY:

____
Linday Hudson, Chair

____
(date)

APPROVED AS TO FORM AND CORRECTNESS:

____
Sara Hedges, Agency Attorney

____
(date)

Exhibit A

LUMP SUM CONSTRUCTION

FOR

GENERAL CONTRACTOR SERVICES HIGHWAYMEN MUSEUM

CITY OF FORT PIERCE BID NO. 2022-030

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AGREEMENT

THIS AGREEMENT (hereinafter the “Agreement” or “Contract”) entered into this __ day of _____________, 202__ by and between the **FORT PIERCE REDEVELOPMENT AGENCY (FPRA), a dependent special district of the CITY OF FORT PIERCE, FLORIDA**, **the CITY OF FORT PIERCE,** a municipal corporation (the FPRA and the City of Fort Pierce, Florida, collectively, hereinafter the “CITY”) whose address is 100 North U.S. Highway 1, Fort Pierce, Florida 34950, and **JOURNEY C&D GROUP, INC** a Florida profit corporation, whose principal address is 1147 NE 7th Avenue, Fort Lauderdale, FL 33304 (hereinafter “CONTRACTOR”).

WITNESSETH:

WHEREAS, the CITY wishes to contract for the project identified as **General Contractor Services, Bid No. 2022-030, Fort Pierce, Florida**, and

WHEREAS, the CONTRACTOR has represented to the CITY that its staff is qualified to provide the Work required in this Agreement in a professional and timely manner as detailed in their General Contractor Services, Bid No. 2022-030 Bid Submission, and

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

WHEREAS, the CITY’s Representative and the Project Manager, as designated by the City Manager, have recommended that an agreement for aforesaid construction be entered into with the CONTRACTOR.

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

ARTICLE 1
DOCUMENTS INCORPORATED BY REFERENCE

This Agreement is for Work to be completed on the renovation to an existing two-story, 3,200 square feet building known as the Jackie L. Canyon Building located at 1234 Avenue D, Fort Pierce, FL 34950 (hereinafter the “Project”). This Work includes HVAC replacement, decorative security fencing; upgrade five (5) exterior doors; complete demolition of kitchen, installation of new flooring, cabinets, countertops, new appliances, and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, and paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch. The Agreement further includes the Building Plans, Specific Purpose Survey, Electrical Plan, and the following:

1. Exhibit “A” – Scope of Work
2. Exhibit “B” – General Conditions
3. Exhibit “C” – Contract Forms

All of which are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the “Contract Documents”). Any Change Orders, Construction

Change Directives, Directions for a Minor Modification in the Work issued by the CITY, and any other amendments executed by the CITY and the CONTRACTOR hereafter shall become and be a part of this Agreement. Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Agreement. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents. Where terms found in Exhibit "B," "General Conditions" conflict with this Agreement's terms, the Agreement terms shall prevail.

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

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

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

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

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

ARTICLE 3
INTENT AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4
CONTRACTOR’S PERFORMANCE

The CONTRACTOR shall perform all of the work required, implied, or reasonably inferable from this Agreement including, but not limited to, the following:

4(A) The CONTRACTOR will complete the entire work described in the Contract Documents, except as specifically identified therein as the work of other parties, in accordance with the terms herein, Exhibit “A,” Scope of Work, all as may be amended from time to time.

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

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

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

ARTICLE 5

TIME FOR CONTRACTOR’S PERFORMANCE; DELAYS

5(A) The CONTRACTOR shall commence the performance of this Agreement on the date set forth in the Notice to Proceed issued by the Project Manager, as designated by the City Manager, and shall diligently continue its performance to and until Completion of the Project. **The CONTRACTOR shall accomplish Substantial Completion within 90 calendar days and Final Completion in 120 calendar days of permits being obtained hereinafter the “Contract Time”).** By signing this Agreement, the CONTRACTOR agrees that the Contract Time is a reasonable time for accomplishing Completion of the Project. There will be no monetary early completion incentive. The CONTRACTOR shall submit its initial progress schedule in accord with Article 9(G) below.

5(B) The CONTRACTOR shall pay the CITY the sum of **$250.00 per day** for each and every calendar day of unexcused delays in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the CITY, estimated at the time of executing this Agreement. When the CITY reasonably believes that Substantial Completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

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

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

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

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

If the CONTRACTOR is delayed, obstructed, hindered, or interrupted for a period of time exceeding seven (7) consecutive calendar days by any act or neglect of the CITY, an adjustment shall be made for any increase in the direct cost of performance of this Agreement (excluding profit, extended home office overhead, incidental or consequential damages, or disruption damages) and the Agreement modified in writing accordingly. Delays without compensation to the CONTRACTOR as a direct result of an act or neglect of the CITY or Project Manager, as designated by the City Manager , cannot exceed forty-five (45) days in the aggregate over the term of the project. The CONTRACTOR must assert its right under this Article by giving written notice to the CITY, with a copy to the Project Manager, as designated by the City Manager, within ten (10) calendar days of the beginning of a delay, obstruction, hindrance, or interruption by the CITY. No adjustment shall be made for any delay, obstruction, hindrance, or interruption after final payment under this Agreement or to the extent that performance would have been so delayed, obstructed, hindered, or interrupted by any other cause, including, but not limited to, concurrent cause or fault or negligence of the CONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Agreement. The direct costs described above shall be limited to those direct costs attributable solely to this Project and shall be subject to documentation and verification of costs as required by the CITY. If unit prices are established in the Contract Documents or subsequently agreed upon, they shall form the basis for cost calculations under any claims for delay.

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

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

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

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

ARTICLE 6
CONTRACT PRICE AND CONTRACT PAYMENTS

6(A) Based on the Scope of Work, identified as **Bid No. 2022-030, General Contractor Services – Highwaymen Museum**, all of which are hereby incorporated herein by reference and made a part hereof, the CONTRACTOR shall provide all labor and materials required to complete construction as prescribed in the aforementioned Drawings and Specifications, for the sum not to exceed: **$513,945.30** (hereinafter the "Contract Amount").

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

6(C) The CITY shall pay the Contract Amount to the CONTRACTOR in accordance with the procedures set forth herein. On or before the tenth (10th) calendar day of each month after commencement of performance, but no more frequently than once monthly, the CONTRACTOR may submit a Payment Request for the period ending the last calendar day of the previous month (hereafter the "Payment Request"). Said Payment Request shall be in such format and include whatever supporting information as may be required by the CITY or the Project Manager, as designated by the City Manager.

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

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

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

Thereafter, the Project Manager, as designated by the City Manager, shall review the Payment Request and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Payment Request and is as required by this Agreement. The amount of each such payment shall be the amount approved for payment by the Project Manager, as designated by the City Manager, , less such amounts, if any, otherwise owing by the CONTRACTOR to the CITY or which the CITY shall have the right to withhold as authorized by this Agreement, subject to approval by the CITY. Approval of the CONTRACTOR'S Payment Requests shall not preclude the CITY from the exercise of any of its rights as set forth herein.

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

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

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

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

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

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

(3) The CONTRACTOR’s rate of progress being such that, in the opinion of the Project Manager, as designated by the City Manager,, Substantial Completion may be inexcusably delayed; or

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

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

(6) Loss caused by the CONTRACTOR; or

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

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

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

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

Upon Substantial Completion, the CITY shall pay the CONTRACTOR an amount sufficient to increase total payments to the CONTRACTOR to one hundred percent (100%) of the Contract Amount less any amounts attributable to damages, and less one hundred fifty percent (150%) of the costs, as reasonably determined by the CITY for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims. Such a calculation by the Project Manager, as designated by the City Manager, of costs for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims shall not bar the CITY from exercise of its rights elsewhere herein, in Article 16 below, or otherwise as provided by law for any incomplete, defective or nonconforming work or claims which are discovered by the CITY after the date of making such calculation or after the date of any partial or final payment, whether or not such incomplete, defective, or nonconforming work or claims were obvious or should have been discovered earlier.

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

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

6(I) The CITY shall, subject to its rights set forth in Subarticle 6 above, endeavor to make final payment of all sums due the CONTRACTOR within thirty (30) calendar days of the final Request for Payment, with the exception of items in dispute or concerning which the Project

Manager, as designated by the City Manager, has exercised any of his rights to investigate or remove.

ARTICLE 7
INFORMATION AND MATERIAL SUPPLIED BY THE CITY

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

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

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

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

7(B) The CONTRACTOR is responsible for obtaining all permits required. The CITY is responsible for payment of all permit fees. The CONTRACTOR shall coordinate with the CITY and all other authorities having jurisdiction.

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

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

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

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

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

ARTICLE 9
DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

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

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

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

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

NAME	**FUNCTION**
Clifford L. Moore, Jr.	Construction Manager
Jarad Wahl	Operations Manager
Jennifer Tiffeau	Project Manager

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

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

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

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

The delivery of submittals shall constitute a representation by the CONTRACTOR that it has verified that the submittals meet the requirements of the Agreement, or will do so, including field measurements, materials, and field construction criteria related thereto.

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

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

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

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

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

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

The CONTRACTOR shall promptly notify the Project Manager, as designated by the City Manager, upon discovery of any unidentified material which CONTRACTOR reasonably believes to be asbestos, lead, PCB, or other hazardous material, and shall immediately stop work in the affected area of the Project. The CONTRACTOR shall not be responsible for removal or other work with regard to such hazardous material unless otherwise agreed between the Project Manager, as designated by the City Manager, and the CONTRACTOR. In the case of work stopped hereunder, Article 5 shall apply to claims for delay, hindrance, or interference. Work will resume in the affected area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the CITY.

ARTICLE 10
INDEMNITY

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

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

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

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

ARTICLE 11
CLAIMS BY THE CONTRACTOR

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

11(A) All CONTRACTOR claims against the CITY shall be initiated by a written claim submitted to the CITY. Notice of such claim shall be received by the CITY no later than either ten (10) calendar days after the event, or ten (10) calendar days after the first appearance of the circumstances causing the claim, whichever is sooner, and same shall set forth in detail all known facts and circumstances supporting the claim. Final costs associated with any claim upon which notice has been filed must be submitted in writing to the CITY within thirty (30) calendar days after notice has been received.

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

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

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

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

ARTICLE 12
SUBCONTRACTORS

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

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

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

ARTICLE 13
CHANGE ORDERS

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

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

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

b. The price breakdown:

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

   (b) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13(F) Nothing contained in this Article shall be deemed to contradict or limit the terms of Article 6(E) herein.

ARTICLE 14
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

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

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

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

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

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

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

15(A) In addition to the CITY'S rights under Article 8 and elsewhere herein, the CITY shall have the right at any time to direct the CONTRACTOR to suspend its performance, or any designated part thereof, when in the interests of the CITY. If any such suspension is directed by the CITY, the CONTRACTOR shall immediately comply with same.

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

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

(2) preserving and protecting work in place; and

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

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

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

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

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

ARTICLE 16
TERMINATION BY THE CITY

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

16(A) Termination for Convenience. The CITY may, when in the interests of the CITY, terminate performance under this Agreement by the CONTRACTOR, in whole or in part, for the convenience of the CITY. The CITY shall give written notice of such termination to the CONTRACTOR specifying when termination becomes effective. The CONTRACTOR shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the CONTRACTOR shall stop work when such termination becomes effective. The CONTRACTOR shall also terminate outstanding orders and subcontracts for the affected work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The CITY may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under termination orders or subcontracts to the CITY or its designee. The CONTRACTOR shall transfer title and deliver to the CITY such completed or partially completed work and materials, equipment, parts, fixtures, information, and contract rights as the CONTRACTOR has in their possession or control. When terminated for convenience, the CONTRACTOR shall be compensated as follows:

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

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

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

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

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

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subarticle 16(A) of this Article (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to, and the CONTRACTOR shall be limited by, the CITY's right to direct the replacement of subcontractors under Article 12 (A).

The total sum to be paid the CONTRACTOR under this Subarticle 16(A) shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall, in no event, include duplication of payment.

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

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

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

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

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

ARTICLE 17
INSURANCE

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

17(A)(1) Evidence of Insurance

CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence Work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY, at all times, reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require, and the CONTRACTOR hereby agrees to provide same.

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

Insurance, an appropriate Certificate of Insurance (which identifies the Project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance. With respect to Property Insurance, a fully completed Evidence of Commercial Property Insurance (ACORD Form 28) signed by an authorized representative of the insurance, a copy of the notice of cancellation endorsement and a copy of the waiver of subrogation endorsement shall be satisfactory evidence of such insurance. All endorsements shall be properly completed and signed by an authorized representative of the insurer providing the coverage and shall indicate the policy number.

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

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

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONTRACTOR shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required by this Article 17. CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Article 17.

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

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

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

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

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

Part One: "Statutory"

Part Two:	$2,000,000	Each Accident
	$2,000,000	Disease - Policy Limit
	$2,000,000	Disease - Each Employee

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

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

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

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

CITY and its members, officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor) and ISO form CG 20 37 (Additional Insured – Owners, Lessees, or Contractors-Completed Operations).

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

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

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

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

17(A)(4) Automobile Liability Insurance.

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

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

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

Each Occurrence Bodily Injury and Property Damage Liability Combined	$2,000,000

17(A)(5) Watercraft Liability

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

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

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

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

Each Occurrence/Annual Aggregate	$2,000,000

17(A)(6) Pollution Legal Liability

Pollution Legal Liability shall cover CONTRACTOR for liability resulting from pollution or other environmental impairment arising out of, or in connection with, Work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

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

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

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

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

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

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

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

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

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

17(A)(8) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's members, officials, officers, or employees. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

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

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR, its subcontractors, sub-subcontractors, employees, or agents. Any remedy provided to the CITY or CITY's members, officials, officers, or employees by the insurance provided by CONTRACTOR or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONTRACTOR) available to the CITY under this Agreement or otherwise.

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

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

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

ARTICLE 18
PERFORMANCE AND PAYMENT BONDS

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

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

(1) Ratings by A.M. Best

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

(2) Circular 570

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

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

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

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

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

:

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

ARTICLE 19
PROJECT RECORDS

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

ARTICLE 20
APPLICABLE LAW

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

ARTICLE 21
SUCCESSORS AND ASSIGNS

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

ARTICLE 22
MISCELLANEOUS PROVISIONS

22(A) Compliance By CONTRACTOR: Nondiscrimination

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

22(B) Drug-Free Workplace

CONTRACTOR shall comply with Section 287.087, Florida Statutes, regarding Drug-Free Workplaces.

22(C) State and Local Taxes

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

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

22(D) Gratuities and Kickbacks

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

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

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

CITY:	**CONTRACTOR**
FORT PIERCE REDEVELOPMENT AGENCY **CITY OF FORT PIERCE** 100 North US Highway 1 Fort Pierce, FL 34954-1480 Attention: City Manager City Attorney	**JOURNEY C&D GROUP, INC** 1147 NE 7th Avenue Fort Lauderdale, FL 33304 Attention: Clifford L. Moore, Jr.

ARTICLE 23
ENTIRE AGREEMENT

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

ARTICLE 24
SEVERABILITY

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

ARTICLE 25
WAIVER

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

ARTICLE 26
SOVEREIGN IMMUNITY

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

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

WITNESSETH:

JARAD WAHL
Print Name

Signature

Joanna Wahl
Print Name

Joanna Wahl
Signature

CONTRACTOR:
JOURNEY C&D GROUP, INC.

By:

Title: CEO

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

FORT PIERCE REDEVELOPMENT AGENCY:

Linda Hudson
Linda Hudson, Chairperson

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Tanya Early, City Attorney

Exhibit A

Exhibit "A"

SCOPE OF WORK

of the Jackie L. Caynon Building to house
The City of Fort Pierce Florida Highwaymen Museum

SCOPE OF WORK

The Fort Pierce Redevelopment Agency received funding from the Florida Department of State's African American Cultural Grant to renovate an existing building to create the City of Fort Pierce Florida Highwaymen Museum in the historical African American community of Lincoln Park. The work includes HVAC replacement; decorative security fencing; upgrade (5) exterior doors; complete demolition of kitchen, installation of new flooring, cabinets, countertops, new appliances, and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch. All tasks associated with this project shall meet the requirements set forth in the agreement by and between the State of Florida, Department of State and the City of Fort Pierce. The project consists of the following elements:

Overall Building

- Remove existing HVAC equipment and install (2) 4-ton variable speed A/C Systems.
- Remove existing 56-feet of fence and replace with 360 LF of decorative aluminum security fence & concrete column fencing per renderings and estimates around the .07- acre property.
- Install a new 128KW generator to power the entire building in case of a power outage.

Exterior

- Pressure wash and paint the exterior of 3,200 square-foot building.
- Install 1,200 square foot brick paver art garden

Interior

First Level

- Install (20) sections of LED track lighting throughout the first floor (4 rooms, hallway, and proposed space for multi-purpose room).
- Install 6 temporary window treatments to cover all windows on the first floor to reduce natural lighting. Something that can be used to hang art on.
- Upgrade (3) exterior doors with impact storefront doors to complement security enhancements.
- Renovate 90 square-feet kitchen.
- Install 9ft custom wood shutters on the countertop to hide kitchen when not in use.
- Replace 1600 square-foot of flooring with wood grain ceramic tile.
- Supply and install (12) cultured marble windowsills.
- Repair, patch, prime, and paint approximately 3400 SF of walls.
- Complete demolition of kitchen and installation of all new flooring, cabinets, countertops, and appliances.

Second Level

- Install (24) sections of LED track lighting throughout the second-floor area (five rooms, hallway, and proposed space for the main gallery).
- Install (12) custom window coverings to cover windows in 4 rooms and the main gallery area. Something that can be used to hang art on.
- Upgrade (2) exterior doors with impact storefront doors to complement security enhancements.
- Remove cabinet and sink. Repair, patch, and paint area.
- Install 8-foot partition to hide the sink and cabinets when not in use
- Remove and replace 1600 square-foot of flooring with wood grain ceramic tile.
- Supply and install (5) cultured marble windowsills.
- Repair, patch, prime, and paint approximately 3400 SF of walls

Exhibit B

EXHIBIT “B”

GENERAL CONDITIONS

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EXHIBIT “B”

SECTION 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, including Invitation for Bid, Instruction to Bidders, Contractor's Bid (including documentation accompanying the Bid and any documentation submitted prior to the Notice of Award), Performance Bond, Payment Bond, Insurance Certificates and Endorsements, and copies of policies, Notice of Award, Notice to Proceed, these General Conditions, Special Supplemental Conditions, and any Modifications. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Project Manager, as designated by the City Manager, pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work for each project issued by the Project Manager, as designated by the City Manager, pursuant to Paragraph 12.3.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 ADDENDA

Written or graphic instruments issued prior to the Award of the Contract which modify or interpret the Contract Documents by additions, deletions, corrections, or clarifications.

1.1.6 ACCEPTANCE, FINAL ACCEPTANCE

The formal action by the City accepting the Work as being complete, after certification by the Project Manager, as designated by the City Manager, of final completion.

1.1.7 AGREEMENT

The written agreement between the City and the Contractor covering the Work to be performed also designated as the Contract.

EXHIBIT “B”

1.1.8 APPARENT LOWEST AND BEST BIDDER

The Bidder submitting the lowest and best Bid at the Bid Opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

1.1.9 APPLICATION FOR PAYMENT

The form furnished in the Contract Documents which is to be used by the Contractor in requesting progress payments and an affidavit of the Contractor that progress payments theretofore received from City on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations stated in prior Applications of Payment. The application includes such supporting documentation as required by the Contract Documents.

1.1.10 BID

The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed forms to perform the contemplated Work in accordance with the Contract Documents.

1.1.11 BIDDER

Any individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work, acting directly or through an authorized representative.

1.1.12 BONDS

Instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents including Bid, Performance, and Payment Bonds.

1.1.13 CHANGE ORDER

A written order to the Contractor, approved by the City, complying with the change order procedure established in the Contract Documents, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or Contract Time, or both.

1.1.14 FPRA AND CITY

The Fort Pierce Redevelopment Agency (FPRA) and City of Fort Pierce: The Owner.

1.1.15 CONTRACT AMOUNT

The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.16 DAY

A calendar day of 24 hours lasting from midnight one day to midnight the next day.

EXHIBIT “B”

1.1.17 DEFECTIVE

An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents, or has been damaged prior to Final Payment.

1.1.18 DRAWINGS, PLANS

The drawings, plans, or reproductions thereof, which show location, character, dimensions, and details of the Work to be done, which are included in the Contract Documents.

1.1.19 EFFECTIVE DATE OF AGREEMENT

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties to sign.

1.1.20 FIELD ORDER

A written order issued by the Project Manager, as designated by the City Manager, to the Contractor during construction effecting a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.1.21 LOWEST AND BEST BIDDER

The lowest responsive, responsible Bidder.

1.1.22 MODIFICATION

A written amendment of the Contract Documents signed by both parties, and work directives including but not limited to Change Orders and Field Orders. A modification may only be issued after the effective date of the Agreement.

1.1.23 NOTICE OF AWARD

The written notice of the acceptance of the Bid from the City to the Lowest and Best Bidder.

1.1.24 NOTICE TO PROCEED

Written communication issued by the City to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

1.1.25 OWNER

The Fort Pierce Redevelopment Agency and the City of Fort Pierce: The Owner.

EXHIBIT “B”

1.1.26 PAYMENT BOND

The security furnished by the Contractor and its Surety in the form contained in the Contract Documents as a guarantee that the Contractor will pay in full all bills.

1.1.27 PERFORMANCE BOND

The Security furnished by the Contractor and its surety as a guarantee that the Contractor will perform all of its contractual obligations in accordance with the terms of the Contract Documents; the covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

1.1.28 REQUEST FOR INFORMATION

Contractor's inquiries for information shall be submitted to the Project Manager, as designated by the City Manager.

1.1.29 PUBLIC WORKS INSPECTOR

The authorized representative designated by the Project Manager, as designated by the City Manager, assigned for site inspections or any part thereof.

1.1.30 SAMPLE

Samples are physical examples or work including, but not limited to, the following items: Partial sections of manufactured or fabricated work; Small cuts or containers of materials; Complete units of repetitively-used materials; Swatches showing color, texture, and pattern; Color range sets; or Units of work to be used for independent inspection and testing.

1.1.31 SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor or for the Contractor to demonstrate how the Contractor specifically intends to comply with the Contract Documents.

1.1.32 SPECIFICATIONS

Those portions of the Contract Documents consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable there.

1.1.33 SPECIAL SUPPLEMENTAL CONDITIONS

Modifications, additions, or deletions to the General Conditions.

1.1.34 WORD DEFINITIONS

1. Unless other expressly stated, wherever in the Contract Documents the word 'approved,' 'reviewed,' 'acceptable,' 'satisfactory,' 'directed,' 'required,' 'permitted,' 'ordered,' 'designated,' 'prescribed,' or words of like import are used, it shall be understood that the action required,

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EXHIBIT “B”

reference, or determination rests solely with the Project Manager, as designated by the City Manager, or his duly authorized representative.

2. Unless otherwise expressly stated, wherever in the Contract Documents the words 'as shown' or 'as indicated' or words of like import are used, they shall mean as shown or as indicated on the drawings.

3. Unless otherwise expressly stated, wherever in the Contract Documents the word 'provide' is used, it shall mean furnished and installed in place, complete and tested.

4. Wherever the word 'Product' is used in these Contract Documents, it shall refer to materials, systems, and equipment provided by Contractor.

5. The term 'Project Manual' as used in these Contract Documents includes Bidding Requirements, Conditions of the Contract, and Specifications.

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract Documents shall be signed in not less than duplicate by the City and the Contractor.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonable inferable there from as being necessary to produce the intended results. Words and abbreviations which have well- known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections, and articles and the arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the City are and shall remain the property of the City, to be used only with respect to this Project and not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the City on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the City Engineer's common law copyright or other reserved rights.

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EXHIBIT “B”

SECTION 2 - THE PROJECT MANAGER, AS DESIGNATED BY THE CITY MANAGER

2.1 The Project Manager, as designated by the City Manager is authorized to oversee implementation of the Contract Documents.

2.2 The Project Manager, as designated by the City Manager, will visit the site at intervals to check the quality or quantity of the Work. The Project Manager, as designated by the City Manager, will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Project Manager, as designated by the City Manager, will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. The Project Manager, as designated by the City Manager, shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Project Manager, as designated by the City Manager, may perform his functions under the Contract Documents.

2.3 The Project Manager, as designated by the City Manager, will render interpretations necessary for the proper execution of progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Project Manager, as designated by the City Manager, for such interpretations.

SECTION 3 – FPRA AND CITY

3.1 DEFINITION

3.1.1 The Fort Pierce Redevelopment Agency (FPRA) and the City is the person or entity identified as such in the Owner-Contractor Agreement and is referred to through the Contract Documents as if singular in number and masculine in gender. The term Owner means the FPRA, the City, or their authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The City shall furnish legal limitations for the site of the Project.

3.2.2 Except as provided in Subparagraph 4.7.1, the City shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the City's control shall be furnished by the City with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.4 Six sets of contract drawings will be furnished to the Contractor free of charge for execution of the Work. Additional sets of documents required by the Contractor will be made available upon payment by Contractor of costs of reproduction.

EXHIBIT “B”

3.2.5 The foregoing are in addition to other duties and responsibilities of the City enumerated herein and especially those in respect to Work by City or by Separate Contractors, Payments and Completion, and Insurance in Sections 6, 9, and 11, respectively.

3.3. CITY'S RIGHT TO STOP THE WORK

3.3.1 Termination of work shall be in compliance with the Agreement, to include Articles 8, 10, 14, 15,16, and 17, and the Contract Documents.

3.4 CITY'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Agreement or Contract Documents, then the City shall have the right to carry out the Work in accordance with Agreement and Sections 8, 14, 15, and 16, as noted in the Contract Documents.

SECTION 4 - CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Project Manager, as designated by the City Manager, any error, inconsistency or omission he may discover. The Contractor shall not be liable to the City or the Project Manager, as designated by the City Manager, for any damage resulting from such errors, inconsistencies, or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data, or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors, and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspections, tests, or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

EXHIBIT "B"

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ anyone unskilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the City and the Project Manager, as designated by the City Manager, that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective. If required by the Project Manager, as designated by the City Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

4.6.1 Not applicable.

4.7 PERMITS, FEES, AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all City construction permits and secure all other permits and governmental fees and licenses necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required prior to construction.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 When the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Project Manager, as designated by the City Manager, in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Project Manager, as designated by the City Manager, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.8 ALLOWANCES

4.8.1 Not applicable.

4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.9.2 The Contractor shall provide the Project Manager, as designated by the City Manager, with the name of his Superintendent and the location at which the Superintendent may be reached at all times.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, within ten days after Notice of Award, shall prepare and submit an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 Contractor shall maintain on site one record copy of: Drawings, Specifications, Addenda, Change Orders and other modifications to the Contract, Reviewed Shop Drawings, Product Data, and Samples, Field Test Records, Inspection Certificates, and Manufacturer's Certificates.

4.11.2 At the Contract closeout, deliver record documents and samples to the Project Manager, as designated by the City Manager, by transmittal letter with Contractor's signature.

4.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.12.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to Project Manager, as designated by the City Manager, for review and approval, in accordance with the accepted schedule of Shop Drawing submissions and specific requirements of the Specifications, or for other appropriate action if so indicated in the Supplementary Conditions, six copies of all Shop Drawings which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Project Manager, as designated by the City Manager, may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data, to enable Project Manager, as designated by the City Manager, to review the information as required.

4.12.2 Contractor shall also submit to Project Manager, as designated by the City Manager, for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, supplier, and

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pertinent data such as catalog numbers and the use for which intended.

4.12.3 Before submission of each shop drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the Work and the Contract Documents.

4.12.4 At the time of each submission, Contractor shall give Project Manager, as designated by the City Manager, specific written notice of each variation that shop drawings or samples may have from requirements of Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to Project Manager, as designated by the City Manager, for review and approval of each such variation.

4.12.5 Project Manager, as designated by the City Manager, will review and take action within 14 calendar days of receipt of shop drawings and samples, but Project Manager's, (as designated by the City Manager) review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated, in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by the Project Manager, as designated by the City Manager, and shall return the required number of corrected copies of shop drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Project Manager, as designated by the City Manager, on previous submittals.

4.12.6 Project Manager's, as designated by the City Manager, review and approval of shop drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Project Manager's, as designated by the City Manager, attention to each such variation at the time of submission as required by Subparagraph 4.12.4 and Project Manager, as designated by the City Manager, has given written approval of each such variation by a specific written notation thereof incorporated in or a specific written notation thereof incorporated in or accompanying the shop drawing or sample approval; nor will any approval by Project Manager, as designated by the City Manager, relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions of Subparagraph 4.12.3.

4.12.7 Where a shop drawing or sample is required, any related Work performed prior to Project Manager's, as designated by the City Manager, review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations of the site to areas permitted by law, ordinances, permits, Agreement, and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

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4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting, or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the City or any separate contractors by cutting, patching, or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the City or any separate contractor except with the written consent of the City and of such separate contractor. The Contractor shall not unreasonably withhold from City or any separate contractor his consent to cutting or otherwise altering the Work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the work site project free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery, and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the City may do so, and the cost thereof shall be charged to the Contractor.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the City through the Project Manager, as designated by the City Manager.

4.17 ROYALTIES AND PATENTS

4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save City harmless from loss on account thereof except that City shall be responsible for all such loss when a particular design process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to Project Manager, as designated by the City Manager.

4.18 INDEMNIFICATION

4.18.1 The Contractor shall agree to indemnify and hold the City harmless against any and all expenses and liabilities as per the Agreement, to include Articles 10 and 22, and all Contract Documents.

SECTION 5 - SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents

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as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.2.1 Shall be in compliance with the Agreement, to include Article 12, and all Contract Documents.

SECTION 6 - WORK BY CITY

6.1 CITY'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The City reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the City, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the City and separate contractors’ reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Project Manager, as designated by the City Manager, any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acceptance of the City's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore. No time extensions will be granted due to ill-timed work or any other reasons.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the City, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

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6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the City on account of any damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall defend such proceedings at the City's expense, and if any judgment or award against the City arises there from, the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred. Regardless of the outcome, the Contractor will pay all expenses.

6.3 CITY'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Section 4.15, the City may clean up and charge the cost thereof to the Contractors as the Project Manager, as designated by the City Manager, shall determine to be just.

SECTION 7 MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the place where the Project is located.

7.2 SUCCESSORS

7.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the City.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if last delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGE

7.4.1 All claims by the Contractor shall be in accordance with Article 11 of the Contract Agreement.

7.5 CONSIDERATION OF BIDS – SCOPE ALTERNATES

7.5.1 For the purpose of award, after opening and reading the proposals, the CITY will consider as the bid the correct summation of each unit bid price multiplied by estimated quantities shown in the proposal. On this basis, the CITY will compare the amounts of each bid and make the results of such comparison available to the public. Until the actual award of the Contract, however, the CITY

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reserves the right to reject any or all proposals and to waive technical errors that the CITY may deem best for the interest of the City. Submit bid unit prices for all bid items. Bids submitted without bid unit prices for all bid items will be rejected as irregular.

7.6 PERFORMANCE AND PAYMENT BOND

7.6.1 Contractor shall furnish a Performance Bond and a Payment Bond on the forms provided as part of the Contract Documents each in an amount as required by the Contract Documents as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Special Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Special Supplementary Conditions and be executed by such Sureties as are licensed to conduct business in the state where the Project is located, and, except as otherwise provided by law, are named in the current list of "Companies Holding Certificates of City as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U. S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

7.6.2 If the Surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 7.6.1, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to City.

7.7 RIGHTS AND REMEDIES

7.7.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.7.2 No action or failure to act by the City, , Project Manager, as designated by the City Manager, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

7.8 TESTS

7.8.1 When the Contract Documents, laws, ordinances, rules, regulations or orders of any public agency having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Project Manager, as designated by the City Manager, timely notice of its readiness so the Project Manager, as designated by the City Manager, may observe, provide or instruct such inspection, testing or approval. The
Contractor shall bear all costs of such tests or approvals. Unless otherwise provided, the City shall bear all costs of other inspections. The Contractor shall pay for soils, compaction, and other testing required by the Contract Documents, to assure compliance with plans and specifications.

7.8.2 If the Project Manager, as designated by the City Manager, determines that any Work requires

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special inspection, testing, or approval which Paragraph 7.8.1 does not include, he will instruct the Contractor to order such special instruction, testing or approval, and the Contractor shall give notice as provided in Paragraph 7.8.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the City's additional services made necessary by such failure; otherwise the City shall bear such costs, and an appropriate Change Order shall be issued.

7.8.3 Required certificates of inspection, testing or approval from public agencies having jurisdiction over the Project shall be secured by the Contractor and promptly delivered by him to the Project Manager, as designated by the City Manager.

SECTION 8 - TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed for each project. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Completion of the Work is the Date certified by the Project Manager, as designated by the City Manager, when construction is complete, in accordance with the Contract Documents.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or the Project Manager, as designated by the City Manager, or by any employee of either, or by any separate contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City pending arbitration, or by any other cause which the City Engineer or Project

Manager, as designated by the City Manager, determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Project Manager, as designated by the City Manager, may determine.

8.3.2 Any claim for extension of time shall be made in writing to the Project Manager, as designated by the City Manager, not more than twenty (20) days after the commencement of the delay. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 8.3.1 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

SECTION 9 – PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum for each project is the sum stated in the project’s Notice to Proceed, including authorized adjustments thereto, is the total amount payable by the City to the Contractor for the performance of the Work under the Contract Documents.

9.2.1 Ten (10) days before the first Application for Payment, the City shall submit to the Contractor a schedule of values allocated to the various portions of the Work, in accordance with the Agreement, prepared in such form and supported by such data to substantiate its accuracy. This schedule shall be used only as a basis for the Contractor's Applications for Periodic Payments.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten (10) days before the date for each progress payment established in the City-Contractor Agreement, the Contractor shall submit to the City and Project Manager, as designated by the City Manager, an itemized and completed Application for Payment, notarized, supported by such data substantiating the Contractor's right to payment as the City or the Project Manager, as designated by the City Manager, may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Until Completion of the Work the City will pay ninety percent (90%) of the amount due the Contractor on account of progress payments. At Completion and Final Acceptance of the Work by the Project Manager, as designated by the City Manager, the City shall pay the retainage, less such amount as the City Engineer shall determine for all incomplete Work, unsettled claims and penalties as provided in the Contract Documents.

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9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Project Manager, as designated by the City Manager, will, within 10 days after the receipt of the Contractor's Application for Payment, either approve the application for payment to the Owner, with a copy to the Contractor, for such amount as the Project Manager, as designated by the City Manager, determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The approval of the Application for Payment will constitute only a presentation by the City, based on the Project Manager's, (as designated by the City Manager) observations at the site as provided in Subparagraph 2.1.2 and the data comprising the Application for Payment that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Project Manager, as designated by the City Manager, shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work to relieve the Contractor of his responsibilities specified in the Agreement or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the Project Manager, as designated by the City Manager, has approved the complete Application for Payment, the City shall make payment within fifteen (15) days to the Contractor.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of each payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in a similar manner.

9.5.3 The Project Manager, as designated by the City Manager, may, on request and at his direction, furnish to any Subcontractor information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Project Manager, as designated by the City Manager, on account of Work done by such Subcontractor.

9.5.3.3 Withholding Payment for Failure to Comply with the American Recovery and Reinvestment Act of 2009: The Department will withhold progress payments from the Contractor for failure to comply.

9.5.4 Neither the City nor the Project Manager, as designated by the City Manager, shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may

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otherwise be required by law.

9.5.5 No approval for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the City, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.5.6 **No approval for a progress payment shall be approved prior to Project Manager, as designated by the City Manager, receiving Partial Releases of Liens applicable to previous payments received by Contractor**.

9.6 PAYMENTS WITHHELD

9.6.1 The Project Manager, as designated by the City Manager, may decline to approve payment and may withhold it in whole or in part, to the extent necessary reasonably to protect the City, if in his opinion he is unable to make representations to the City as provided in Subparagraph 9.4.2. If the Project Manager, as designated by the City Manager, is unable to make representations to the City as provided in Paragraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Project Manager, as designated by the City Manager, cannot agree on a revised amount, the Project Manager, as designated by the City Manager, will promptly approve the payment for the amount for which he is able to make such representations to the City. The Project Manager, as designated by the City Manager, also may decline to approve payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any approval for payment previously issued, to such extent as may be necessary in his opinion to protect the City from loss because of:

1. Defective Work not remedied;

2. Third party claims filed or reasonable evidence indicating probable filing of such claims, such as Notice;

3. Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment. Project Manager, as designated by the City Manager, may request Partial Releases of Liens prior to payment;

4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

5. Damage to the City or other contractor;

6. Reasonable evidence that the Work will not be completed within the Contract Time, or

7. Persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

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9.7 FAILURE OF PAYMENT

9.7.1 If the Project Manager, as designated by the City Manager, does not approve the Application for Payment, through no fault of the Contractor, within 14 days after receipt of the Contractor's Application for Payment, then the Contractor may, upon 7 additional days' written notice to the City, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut- down, delay, and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Project Manager, as designated by the City Manager, will make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, will promptly approve the Application for Payment, stating that to the best of his knowledge, information, and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said approval is due and payable. The Project Manager's, (as designated by the City Manager), final approval for payment will constitute a further representation that the conditions precedent to the Contractors being entitled to final payment as set forth in the Contract Documents have been fulfilled and the Contractor has met the requirements of the Contract Documents.

9.8.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Project Manager, as designated by the City Manager, (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety, if any, to final payment; and (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor, sub-subcontractor, material man, or laborer, refuses to furnish a release, or waiver, required by the City, the Contractor may furnish a bond satisfactory to the City, to indemnify him against any such lien. City may withhold all sums reasonably necessary for the claims of subcontractors, sub-subcontractors, material men, laborers or other who have asserted any claims, even if based upon purported additions, extras, or unexecuted change orders, which sums shall include interest, costs and reasonably anticipated attorneys' fee. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such lien, including interest, all costs, and reasonable attorneys' fee.

9.8.3 The making of final payment shall constitute a waiver of all claims by the City except those arising from:

1. Unsettled liens, claims or notices of any kind by subcontractors, sub-subcontractors, material men, and laborers;
2. Faulty or defective Work appearing after Substantial Completion;
3. Failure of the Work to comply with the requirements of the Contract Documents; or
4. Terms of any special warranties required by the Contract Documents.

9.8.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. By acceptance thereof, Contractor agrees to cooperate with City in disposing of any and all remaining claims of subcontractors, sub-subcontractors, material men, and laborers, and shall indemnify and hold harmless City from all such claims, including attorneys' fees, trial and appellate, and costs and expenses.

SECTION 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;

2. All the Work, and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Without limiting the generality of the foregoing, the Contractor's ladders, scaffolds, lifts and other equipment, and those portions of the Contractor's work and temporary work which are utilized by the City and the Project Manager, as designated by the City Manager, and their employees in the observation of construction shall comply with all applicable laws, ordinances, rules, regulations, standards and orders of any public authority having jurisdiction for the safety of persons or property.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Subparagraph 10.2.1 caused in whole or in part by the Contractor, any Subcontractor, any Sub-

subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Owner or Project Manager, as designated by the City Manager, or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under all Contract Documents.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City and the Project Manager, as designated by the City Manager.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Section 12 for Changes in the Work.

10.4 PROJECT MANAGER'S (AS DESIGNATED BY THE CITY MANAGER) STATUS

10.4.1 Without limiting the generality of Subparagraphs 2.2 and 2.3, the Project Manager, as designated by the City Manager, will not inspect or be responsible for the Contractor's compliance with the requirements of this Section 10.

SECTION 11 – INSURANCE
(SEE CONTRACT DOCUMENTS - ARTICLE 17)

SECTION 12 – CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the Project Manager, as designated by the City Manager, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.1.2 The City, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by

Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the City resulting from a change in the Work shall be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

2. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Sum may be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Project Manager, as designated by the City Manager, written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Project Manager, as designated by the City Manager. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Subparagraph 2.3, (2) any order by the City to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault; (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4, or (4) failure of payment by the City pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Paragraph 12.3.1.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The Project Manager, as designated by the City Manager, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order (field order), and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

SECTION 13 – UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the Project Manager, as designated by the City Manager, or to requirements specifically expressed in the Contract Documents, it must, if required by the Project Manager, as designated by the City Manager, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Project Manager, as designated by the City Manager, has not specifically requested or required to observe prior to being covered, the Project Manager, as designated by the City Manager, may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the City or a separate contractor as provided in Section 6, in which event the City shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Project Manager, as designated by the City Manager, as defective or as failing to conform to the Contract Documents whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Project Manager, as designated by the City Manager, or his designee's additional services and inspections made necessary thereby.

13.2.2 If, within one year after the Date of Completion of the Work or designated portion thereof or within one year after acceptance by the City of designated Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The City shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1, and 13.2.2, unless removal is waived by the City.

13.2.4 If the Contractor fails to correct defective or non- conforming Work as provided in Subparagraphs 4.5.1, 13.2.1, and 13.2.2, the City may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Project Manager, as designated by the City Manager, the City may remove it and replace the materials or equipment at the expense of the Contractor.

If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

13.2.6 The Contractor shall bear the cost of making good all work of the City or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the City prefers to accept defective or non- conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION 14 – TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty (30) days under an order of any court or other public agency having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days by the Contractor because the Project Manager, as designated by the City Manager, has not approved an Application for Payment as provided in Paragraph 9.7 or because the City has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven (7) additional days' written notice to the Project Manager, as designated by the City Manager, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE CITY

14.2.1 If the Contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Project Manager, as designated by the City Manager, that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Project Manager's, as designated by the City Manager, additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount to be paid to the Contractor or to the City, as the case may be, shall be certified by the Project Manager, as designated by the City Manager, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

SECTION 15 – UNFAVORABLE WEATHER AND OTHER CONDITIONS

15.1 During unfavorable weather and other unfavorable conditions, the Contractor shall pursue only such portions of the Work as shall not be damaged thereby. No portions of the Work whose satisfactory quality or efficiency will be affected by an unfavorable condition shall be constructed while these unfavorable conditions exist unless, by special means or precautions approved by the Project Manager, as designated by the City Manager, the Contractor shall be able to overcome them.

SECTION 16 – ENGINEERING AND FIELD INSPECTION EXPENSES DUE TO OVERTIME WORK AND UNAVOIDABLE DELAYS

16.1 The City shall charge to the Contractor and may deduct from the periodic and final payment for the Work all engineering and inspection expenses incurred by the City in connection with any overtime work during the contract construction period, including any time extension granted thereof, beyond the regular eight (8) hour day, (normal resident project representative working day), and for any time worked on Saturdays, Sundays, or Holidays.

16.2 In addition, these General Conditions provide for the payment by the Contractor to the City of all engineering and inspection expenses incurred as a result of unavoidable delays or correctness of the Work.

16.3 All engineering and inspection expenses, including direct costs incurred by the City due to the above specified conditions, shall be paid by the Contractor at the City's hourly rates, including all overhead.

SECTION 17 – BEFORE STARTING CONSTRUCTION

17.1 Before undertaking each part of the Work, Contractor shall carefully study and compare the

Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to the Project Manager, as designated by the City Manager, any conflict, error, or discrepancy which Contractor or any of his Subcontractors may discover and shall obtain a written interpretation or clarification from Project Manager, as designated by the City Manager, before proceeding with any work affected thereby; provided, however, Contractor shall not be liable to City or Project Manager, as designated by the City Manager, for failure to report any conflict, error, or discrepancy unless Contractor or any of his Subcontractors had actual knowledge thereof or should reasonably have known thereof.

17.2 Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to City and Project Manager, as designated by the City for review: (1) a progress schedule indicating the starting and completion dates of the various stages of the Work; (2) a proposed schedule of Shop Drawing Submissions; (3) a schedule of values of the Work; and (4) a listing of the monthly progress payments through the Contract Time. The Project Manager, as designated by the City Manager, may require the schedule of values to be adjusted if in its opinion the breakdown does not accurately reflect the true distribution of the Contract Price.

17.3 No later than twenty (20) days after the effective date of the Agreement, but before Contractor starts the Work at the site, a conference will be held for review of the schedules to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. Contractor shall attend such conference and shall require any or all of his Subcontractors, as Project Manager, as designated by the City Manager, directs, to attend the conference.

SECTION 18 – PRECEDENCE OF CONTRACT DOCUMENTS

18.1 In resolving conflicts and discrepancies between the Contract Documents, precedence shall be given in the following order:

> Plans shall control over Technical Specifications; larger scale plans shall control over general plans; large scale details over small scale and figure dimensions; and figure dimensions over scaled dimensions. Addenda and change orders supersede only affected portions of the documents.

SECTION 19 – MEASUREMENT AND PAYMENT

19.1 DESCRIPTION OF REQUIREMENTS

19.1.1 Payment for the WORK, as further specified herein, shall include compensation to be received by the Contractor for furnishing tools, equipment, supplies, and manufactured articles, and for labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work in accordance with the requirements of the Contract Documents, including appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the

Occupational Safety and Health Administration of the U. S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

19.1.2 The total Bid Price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and Unit bid prices. All work not specifically set forth as a pay item in the Bid shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included.

19.1.3 Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under the Unit Bid Price.

19.1.4 The City reserves the right to alter the Drawings, modify incidental work if necessary, and increase or decrease quantities of work to be performed in accordance with such changes, including deduction or cancellation of any one or more of the Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of work to be performed, and proposed change will cause substantial inequity to the City or Contractor the applicable unit prices shall be equitably adjusted by change order.

19.1.5 Quantities necessary to complete the work as shown on the Drawings or as specified herein shall govern over those shown in the Proposal or Bid Documents. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the Project Manager, as designated by the City Manager, shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

19.1.6 The quantities for payment, other than Final Payment, under this Contract shall be determined om a percentage of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

SECTION 20
“DELETED”

SECTION 21 – COORDINATION

21.1 Contractor shall (1) coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, (2) coordinate completion and clean-up of Work of separate sections of specifications in preparation for Substantial Completion, and (3) after City occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of City activities.

SECTION 22

“DELETED”

SECTION 23

“DELETED”

SECTION 24 –PRECONSTRUCTION CONFERENCE

24.1 Project Manager, as designated by the City Manager, will schedule a conference after Notice to Award.

24.2 Attendance Required: City, Contractor, Utilities Representatives. (Subcontractors if so requested by City.

24.3 Agenda:

1	Execution of City-Contractor Agreement;
2	Submission of executed bonds and insurance certificates;
3	Distribution of Contract Documents;
4	Submission of list of Subcontractors, and progress schedule;
5	Designation of personnel representing the parties in Contract, and the Project Manager, as designated by the City Manager;
6	Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal requests, Change Orders and Contract closeout procedures;
7	Scheduling
8	Scheduling activities of Testing Laboratory

SECTION 25 –PROGRESS MEETINGS

25.1 Project Manager, as designated by the City Manager, or Contractor may schedule meetings, at intervals, as required throughout progress of the Work. Each may make arrangements for meetings, prepare agenda with copies for participants, record minutes and distribute copies within three (3) days to participants and those affected by decisions made.

25.2 Agenda:

1	Review minutes of previous meetings;
2	Review of Work progress;
3	Field observations, problems, and decisions;
4	Identification of problems which impede planned progress;
5	Review of submittals schedule and status of submittals;
6	Review of off-site fabrication and delivery schedules;
7	Maintenance of progress schedule;
8	Corrective measures to regain projected schedules;

9	Planned progress during succeeding work period;
10	Coordinate of projected progress;
11	Maintenance of quality and work standards;
12	Effect of proposed changes on progress schedule and coordination;
13	Other business relating to Work

SECTION 26 – CONTRACT CLOSEOUT

26.1 DESCRIPTION

26.1.1 Scope of Work: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

26.2 FINAL COMPLETION & INSPECTION

1. When Contractor considers the Work is complete, he shall submit written certification that: (1) Contract Documents have been reviewed, (2) Work has been inspected for compliance with Contract Documents, (3) Work has been completed in accordance with Contract Documents, (4) equipment and systems have been tested in the presence of the City's representative and are operational, and (5) Work is completed and ready for final inspection.

2. The Project Manager, as designated by the City Manager, will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

3. Should the Project Manager, as designated by the City Manager, consider that the work is incomplete or defective: (1) the Project Manager, as designated by the City Manager, will promptly notify the Contractor in writing, listing the incomplete or defective work, (2) Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete, and (3) the Project Manager, as designated by the City Manager, will re-inspect the Work.

4. When the Project Manager, as designated by the City Manager, finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

26.3 REINSPECTION FEES

26.3.1 Should the Project Manager, as designated by the City Manager, perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor, (1) the Contractor will compensate the City at their request for such additional inspection services, and (2) the City will deduct the expenses incurred for such inspection services.

26.4 CONTRACTOR'S CLOSEOUT SUBMITTALS

26.4.1 The Contractor shall submit to the Project Manager, as designated by the City Manager, the following documentation:

1. Evidence of compliance with requirements of governing authorities that issued permit or have jurisdiction over Work;

2. Warranties and Bonds;

3. Evidence of Payment and Release of Liens;

4. Project Record Documents that show the final location, by reference to at least two completed, visible improvements or other permanent control points, of the completed improvements for this project, verification of all design dimensions, any revisions to the Plans, and all other information necessary to horizontally and vertically locate and operate the improvements constructed under this Contract. Information to be shown includes the location and elevation of the structure, utility lines, the elevation referenced to NGVD 1929. No erasures are permitted. Where changes occur, cross out design information and denote constructed information.

   The Contractor shall submit four sets of signed and sealed Record Drawing prints, and two electronic As-Built Drawings CD’s supplied in digital format (AutoCAD).

END OF SECTION

Exhibit C

Type text here

EXHIBIT “C”

CONTRACT FORMS

TABLE OF CONTENTS

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Type text here

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com
Office: (772) 467-3102 Fax: (772) 467-3848

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

____
(Name of Contractor)

____
(Address of Contractor)

a ______________________________________
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and ____________________________
(Name of Surety)

____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

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

Hereinafter called OWNER, in the penal sum of ____________________________

________________________________Dollars, ($________________),

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the______ of __________**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030.**

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

____
(Principal) Secretary

Name ______________________________
(Type)

(Corporate Seal)

____
Witness as to Principal

____
Witness as to Principal

____
Principal

By ______________________________

Name ______________________________
(Type)

Title ______________________________

____
(Address)

____

ATTEST:

____
(Surety) Secretary

Name ______________________________
(Type)

(Corporate Seal)

____
Witness as to Surety

____
Witness as to Surety

____
Surety

By ______________________________
Attorney-in-Fact

Name ______________________________
(Type)

____
(Address)

____

NOTE:	Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.
IMPORTANT:	Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.
ATTACH:	A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

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

END OF SECTION

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com
Office: (772) 467-3102 Fax: (772) 467-3848

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

____
(Name of Contractor)

____
(Address of Contractor)

a____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and _____________________________
(Name of Surety)

____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

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

Hereinafter called Owner, in the penal sum of ______________________________

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the______ of _________**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

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

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

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

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

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

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

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

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

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

ATTEST: ________________________________

Principal

________________________________ By ________________________________

(Principal) Secretary

Name ____________________________ Name ____________________________

(Type)

(Corporate Seal)

____
Witness as to Principal

____
Witness as to Principal

ATTEST:

____
(Surety) Secretary

Name ______________________________
(Type)

(Corporate Seal)

____
Witness as to Surety

____
Witness as to Surety

(Type)

Title ______________________________

____
(Address)

____

____
Surety

By ______________________________
Attorney-in-Fact

Name ______________________________
(Type)

____
(Address)

____

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

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

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

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

END OF SECTION

NOTICE OF AWARD

THIS PAGE HAS BEEN MOVED.

SEE PAGE ONE (1)

OF THE COMPLETE CONTRACT SET.

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE TO PROCEED

Date: 4/26/23

To: Journey C+D Group Inc.

Notice to Proceed on Project: **General Contractor Services – Highwaymen Museum**

Bid No.: **2022- 030**

Cost of Project based on Unit Prices by Agreement: $ 513,945.30

You are hereby notified to proceed with the Work on the subject Project on or before ________________, 2023, and to obtain Substantial completion within 180 calendar days and Final completion within 210 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be: December, **2023.**

OWNER:

CITY OF FT. PIERCE, FLORIDA
100 NORTH U.S. HIGHWAY 1
FT. PIERCE, FL 34950

BY:

____
Nicholas C. Mimms, P.E., ICMA-CM
City Manager

ACKNOWLEDGE RECEIPT OF NOTICE

By: _______________________________
Contractor

4/26/23
Date

END OF SECTION

EXHIBIT "C"

CHANGE ORDER FORM
CITY OF FORT PIERCE

PROJECT: **General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

DATE: _____________ CONTRACTOR: ______________________________

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: _______________

CHANGE ORDER REQUESTED BY: City __________ Contractor __________

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT $ ____________________

Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S) $ ____________________

Net (Increase) (Decrease) of CONTRACT AMOUNT resulting from this CHANGE ORDER $ ____________________

Current CONTRACT AMOUNT Including this CHANGE ORDER $ ____________________

ORIGINAL CONTRACT TIME _____ Calendar Days

Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER _____ Calendar Days

Net (Increase) (Decrease) Resulting from this CHANGE ORDER _____ Calendar Days

Current CONTRACT COMPLETION DATE including this CHANGE ORDER _____________________

(Change Order No.________, Page 1 of 2)

EXHIBIT “C”

CHANGES ORDERED:

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

____

____

III. JUSTIFICATION:

____

____

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

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

RECOMMENDED BY:	ACCEPTED BY:
______________________________	Contractor: ______________________
By:____________________________ Signature	By:____________________________ Signature Name:__________________
Date:__________________________	Date:__________________________

APPROVED BY: City of Ft. Pierce

By:________________________
Signature & Title

Date:______________________

END OF CHANGE ORDER

EXHIBIT “C”

CERTIFICATE OF OWNER’S ATTORNEY

PROJECT: ____

____

I, the undersigned, ____
(Name of Attorney)

the duly authorized and acting legal representative of______________________________

____,do hereby certify as follows:
(Owner)

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

____
Attorney

____
Date

END OF SECTION

Type tex

EXHIBIT "C"

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Broward

Clifford L. Moore Jr., being first duly sworn, deposes and says:

That he/she is CEO of Journey C+D Group Inc.
(a partner or officer of the firm of, etc.)

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

Journey C+D Group Inc
(Firm Name)

By:

Title: CEO

Subscribed and sworn to before me this 4~~/25/23~~Th JW
day of APRIL, 2023

Joann Wahl
Notary Public

My Commission expires: 4-27-25 (Seal)

JOANNA CHRISTINE WAHL
Notary Public - State of Florida
Commission # HH 077265
My Comm. Expires Apr 27, 2025
Bonded through National Notary Assn.

END OF SECTION

Type tex

EXHIBIT "C"

PUBLIC ENTITY AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 2022-030 for General Contractor Services Highwaymen Museum.

2. This sworn statement is submitted by Journey C & D Group Inc
(name of entity submitting sworn statement)

whose business address is 1147 NE 7th Ave Fort Lauderdale FL 33304 and

(if applicable) its Federal Employer Identification Number (FEIN) is 83-0791784

__________ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: Clifford L Moore Jr.)

3. My name is Clifford L. Moore Jr. my relationship to the entity
(please print name of individual signing)

named above is CEO.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

EXHIBIT "C"

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

_X_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Department of General Services.)

Signature: ____________

Date: 4/26/23

STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Clifford L. Moore Jr. who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 26th day of April, 2023.

NOTARY PUBLIC SEAL:

JOANNA CHRISTINE WAHL
Notary Public - State of Florida
Commission # HH 077265
My Comm. Expires Apr 27, 2025
Bonded through National Notary Assn.

My commission expires: 4-27-25

END OF SECTION

FORT PIERCE, FL
THE SUNRISE CITY

EXHIBIT “C”

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

DATE: April 26th, 2023

Official Address
(Including Zip Code):
1147 NE 7th Ave.
Fort Lauderdale FL 33304

By:

CEO
(Title)

END OF SECTION

EXHIBIT "C"

TRENCH SAFETY ACT COMPLIANCE STATEMENT

BID NO. 2022-030

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

   Zero Dollars
   (Written)

   $0.00
   (Figures)

3. The amount listed above has been included within the Base Bid.

   Certified: Journey C & D Group Inc.
   (Company Contractor)

   By: ______________________
   (President's Signature)

   Clifford L. Moore Jr.
   (President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in BROWARD County, Florida on the 4th day of APRIL, 2023.

Notary Public: (affix seal)

JOANNA CHRISTINE WAHL
Notary Public - State of Florida
Commission # HH 077265
My Comm. Expires Apr 27, 2025
Bonded through National Notary Assn.

My Commission Expires: 4/27/25

END OF SECTION

EXHIBIT "C"

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Journey C+D Group Inc. does:
(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

4/26/23
Date

END OF SECTION

EXHIBIT “C”

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: GENERAL CONDITION B RECONSTRUCTION

Bid No.: **2022- 030**

Project Description: General Contractor Services to renovate an existing two-story, 3,200 square feet building to house City of Fort Pierce Florida Highwaymen Museum.

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: Journey C+D Group Inc.

Authorized Signature:

Title: CEO

Date: 4/26/23

END OF SECTION

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2022

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

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

PRODUCER

Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919
FAX (A/C, No):
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	State National Insurance Company, Inc.	12831
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Journey C&D Group Inc
6200 SW 6th St
Plantation, FL 33317

COVERAGES **CERTIFICATE NUMBER:** 752259125 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	NXTXGCY5K5-02-WC	07/27/2022	07/27/2023	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000.00
							E.L. DISEASE - EA EMPLOYEE	$1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$1,000,000.00

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

The Certificate Holder is City of Fort Pierce/Grants Administration Division. A Waiver of Subrogation applies in favor of this Certificate Holder on the following policies: Workers Compensation. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Fort Pierce/Grants Administration Division
Attn: Purchasing Division
PO Box 1480
Fort Pierce, FL 34954

LIVE CERTIFICATE

Click or scan to view

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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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/26/2023

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

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

PRODUCER

ACCH Insurance Agency LLC
455 NW Prima Vista Blvd
Port Saint Lucie FL 34983-8731
Port Saint Lucie FL 34983

CONTACT NAME: Acch Insurance Agency LLC
PHONE (A/C, No, Ext): (772) 985-5265 **FAX (A/C, No):** 772-408-5501
E-MAIL ADDRESS: acchinsagency@hotmail.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : James River Insurance Company	12203
INSURER B : Progressive Express Ins Company	10193
INSURER C : Scottsdale Insurance Company	41297
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

JOURNEY C&D GROUP INC.
1147 NE 7th Avenue
Fort Lauderdale, FL 33304

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	☒ COMMERCIAL GENERAL LIABILITY	X	X	00135809-0	10/03/2022	10/03/2023	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	☐						MED EXP (Any one person)	$ 5,000
	☐						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	☐ OTHER:							$
B	AUTOMOBILE LIABILITY	X		00452867-2	02/19/2023	02/19/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	☒ Comprehens ☒ Collision						Deductible	$ 500
C	☐ UMBRELLA LIAB ☒ OCCUR			XBS0168792	08/03/2022	08/03/2023	EACH OCCURRENCE	$ 5,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 5,000,000
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (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	$

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

RE: Bid No. 2022-030 General Contractor Services Highwaymen Museum
The City and its members, officials, officers and employees included as an additional insured, on the named insured's General Liability and Automobile policy, in respect to the named insured liability exposure for
General Liability Coverage Form (ISO Form CG 00 01 12 07), Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37 07 04)
Waiver of subrogation (CG 24 04 05 09), Additional Insured (CG 20 10 07 04)

CERTIFICATE HOLDER

CITY OF FORT PIERCE
100 North US Highway 1
Fort Pierce, FL 34954-1480

CANCELLATION

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

AUTHORIZED REPRESENTATIVE <AH>

Angela Hoyle

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POLICY NUMBER: 00135809-0

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

POLICY NUMBER: 00135809-0

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Where required by written contract or written agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

POLICY NUMBER:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2004

ORIGIN ID:SEFA (727) 209-1803
STEPHANIE WALL
NIELSON & COMPANY, INC.
1000 CENTRAL AVE.
SUITE 200
ST PETERSBURG, FL 33705
UNITED STATES US

SHIP DATE: 01MAY23
ACTWGT: 0.50 LB
CAD: 112814662/INET4610

BILL SENDER

TO **CLIFFORD MOORE JR.**
JOURNEY C&D GROUP, INC.
1147 NE 7TH AVENUE

FORT LAUDERDALE FL 33304
(954) 842-7074 REF: DEPARTMENT 2
INV:
PO: DEPT: DEPT 02

583J3/2BC3/FE2D

FedEx. Express

J232023040501uv

TRK# 0201 **7720 1129 2300**

TUE - 02 MAY 10:30A
PRIORITY OVERNIGHT

XG HWOA

33304
FL-US **FLL**

After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

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Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

NHC NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

ACRISURE®
AGENCY PARTNER

May 1, 2023

Journey C&D Group, Inc.

RE: CITY OF FORT PIERCE, as Obligee
Project: Bid No. 2022-030 General Contractor Services Highwaymen Museum
Bond No. B98824034790

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

Executed Contract with Date: X ______________________________

This letter is also giving Journey C&D Group, Inc. as Principal and/or CITY OF FORT PIERCE, as Obligee, the authority to complete these bonds by dating the bonds with the contract date, execution and Power of Attorney dates. **The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,
American Southern Insurance Company

Kevin R. Wojtowicz
Attorney-in-Fact

1936

1000 Central Avenue
Suite 200
St. Petersburg, FL 33705
P: 727.209.1803
F: 727.209.1335
W: nielsonbonds.com

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com
Office: (772) 467-3102 Fax: (772) 467-3848

PERFORMANCE BOND

Bond No. B98824034790

KNOW ALL MEN BY THESE PRESENTS: that

Journey C&D Group, Inc.
(Name of Contractor)

1147 NE 7th Avenue , Fort Lauderdale, FL 33304
(Address of Contractor)

a Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and American Southern Insurance Company
(Name of Surety)

P O Box 723030, Atlanta, GA 31139
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

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

Hereinafter called OWNER, in the penal sum of Five Hundred Thirteen Thousand

Nine Hundred Fourty Five 30/100 Dollars, ($ 513,945.30),

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the______ of _________**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030.**

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument executed in ______2______
(Number)

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

ATTEST:

____
(Principal) Secretary

Name ____________________________
(Type)

(Corporate Seal)

____
Witness as to Principal

____
Witness as to Principal

Journey C&D Group, Inc.
Principal

By ____________________________

Name ____________________________
(Type)

Title ____________________________

____
(Address)

____

ATTEST:

NA
(Surety) Secretary

Name NA
(Type)

(Corporate Seal)

Jessica Reno, Witness as to Surety

Stephanie Wall, Witness as to Surety

American Southern Insurance Company
Surety

By ____________________________
Attorney-in-Fact

Name Kevin Wojtowicz, Attorney-In-Fact
(Type)
P O Box 723030
(Address)

Atlanta, GA 31139

1936

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

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

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

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

END OF SECTION

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

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

PAYMENT BOND

Bond No.B98824034790

KNOW ALL MEN BY THESE PRESENTS: that

Journey C&D Group, Inc.
(Name of Contractor)

1147 NE 7th Avenue, Fort Lauderdale, FL 33304
(Address of Contractor)

a Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and American Southern Insurance Company
(Name of Surety)

P O Box 723030, Atlanta, GA 31139
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

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

Hereinafter called Owner, in the penal sum of Five Hundred Thirteen Thousand Nine Hundred Fourty Five 30/100 Dollars, ($513,945.30), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ______ of _________ **2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument executed in __2__ (Number) counterparts, each of which shall be deemed an original, this ___ day of ____, 2023.

ATTEST:

Journey C&D Group, Inc.
Principal

____
(Principal) Secretary

By ______________________________

Name ______________________________

Name ______________________________

(Type)

(Corporate Seal)

Witness as to Principal

Witness as to Principal

ATTEST:

NA
(Surety) Secretary

Name NA
(Type)

(Corporate Seal)

Jessica Reno, Witness as to Surety

Stephanie Wall, Witness as to Surety

(Type)

Title ______________________

____
(Address)

____

American Southern Insurance Company
Surety

By ______________________
Attorney-in-Fact

Name Kevin R. Wojtowicz
(Type)

P.O Box 723030
(Address)

Atlanta, GA 31139

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

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

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

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

END OF SECTION

AMERICAN SOUTHERN INSURANCE COMPANY

Domicile: 200 S.W. 30th Street
Topeka, Kansas 66611

Mailing Address: 3715 Northside Pkwy, NW, STE 4-800
Atlanta, Georgia 30327

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Charles J. Nielson or David R. Hoover of Miami Lakes, Florida; Kevin R. Wojtowicz, Laura D. Mosholder, Brett Rosenhaus, or Jessica P. Reno of St. Petersburg, Florida, as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to include execution of consents for the release of retained percentages and/or final estimates on engineering and construction contracts, or similar authority to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $1,000,000 (One Million U.S. Dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 7th day of April, 2017.

Attest: Melonie Coppola

Melonie A. Coppola, Corporate Secretary

American Southern Insurance Company

By:

Scott G. Thompson, President

STATE OF GEORGIA
COUNTY OF FULTON

On this 7th day of April, 2017, before me personally came Scott G. Thompson, to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA NOTARY SEAL:

JONATHAN BELL
03-12-2025

Jonathan Bell, Notary Public, State of Georgia
My Commission Expires March 12, 2025

I, the undersigned, a Vice President of American Southern Insurance Company, a corporation domiciled in Kansas, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the ________ day of ____________________, ________.

1936

Jerry A Underwood

Jerry A. Underwood
Vice President – Surety

POA NUMBER: 94630

Exihibit B

J O U R N E Y Journey C+D Group, Inc
Powered by RedTeam

CONSTRUCTION MANAGEMENT CHANGE PROPOSAL

11/25/2024

Audria Moore-Wells
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Re: Our Change Proposal 2210001-12 for **Drainage Parking Lot Engineering**

Project: GENERAL CONTRACTOR SERVICES – HIGHWAYMEN MUSEUM
City of Fort Pierce
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

Price: **$ 45,654.20** *Forty Five Thousand Six Hundred Fifty Four Dollars and Twenty Cents*

Time: The duration of the Work to achieve Substantial Completion will be **INCREASED by 14 days.**

Clarification(s):

- No abatement of any kind
- Dumpster included
- No Permit Fees Included

Expiration: This Proposal shall remain open for 30 calendar day(s).

Attachment(s): Schedule Of Values
Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail cmoore@journeycdg.com if you have any questions or require additional information.

Regards,

Journey C+D Group, Inc

Clifford Moore

Chief Executive Officer

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: ______________________________ Date: ____________________
City of Fort Pierce

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

SCHEDULE OF VALUES

Project: 2210001 - 12 - Drainage Parking Lot Engineering

Date: 11/25/2024

#	Description of Work	Scheduled Value ($)
1	Parking Lot Drainage and New Asphalt	35,000.00
2	Parking Lot Drainage Engineering	3,800.00
3	Project Management and Coordination	3,470.00
4	Surveys	800.00
5	Profit	2,584.20
	Total:	45,654.20

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

NEGOTIATED PRICING

Detail by Cost Code

2210001 - 12 - Drainage Parking Lot Engineering

Manager:Clifford Moore

As of 12/17/2024

Potential Change 12

	Description	Quantity	U/M	Labor ($)	Material ($)	Subcontract ($)	Equipment ($)	Other ($)	Total ($)
02100	Parking Lot Drainage and New Asphalt	1.00	l/s	0.00	0.00	35,000.00	0.00	0.00	35,000.00
	Parking Lot Drainage and New Asphalt - Allowance	1.00	l/s	Subcontract @	35,000.00	=			35,000.00
010000	Parking Lot Drainage Engineering	1.00	l/s	0.00	0.00	3,800.00	0.00	0.00	3,800.00
	Parking Lot Drainage Engineering	1.00	l/s	Subcontract @	3,800.00	=			3,800.00
013100	Project Management and Coordination	1.00	l/s	0.00	0.00	3,470.00	0.00	0.00	3,470.00
	Project Management and Coordination	1.00	l/s	Subcontract @	3,470.00	=			3,470.00
022100	Surveys	1.00	l/s	0.00	0.00	800.00	0.00	0.00	800.00
	Surveys	1.00	l/s	Subcontract @	800.00	=			800.00

	Labor ($)	Material ($)	Subcontract ($)	Equipment ($)	Other ($)	Total ($)
SUBTOTAL DIRECT COSTS	**0.00**	**0.00**	**43,070.00**	**0.00**	**0.00**	**43,070.00**
Indirect Costs	0.00	0.00	0.00	0.00	0.00	
Indirect Cost Allocation Rates	0.00%	0.00%	0.00%	0.00%	0.00%	
TOTAL DIRECT & INDIRECT COSTS	**0.00**	**0.00**	**43,070.00**	**0.00**	**0.00**	**43,070.00**
Fee					6.00%	2,584.20

TOTAL PRICE	**45,654.20**

J O U R N E Y **Journey C+D Group, Inc**
Powered by RedTeam

CONSTRUCTION MANAGEMENT CHANGE PROPOSAL

9/25/2025

Audria Moore-Wells
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Re: Our Change Proposal 2210001-17 for **Temporary Fence**

Project: GENERAL CONTRACTOR SERVICES – HIGHWAYMEN MUSEUM
City of Fort Pierce
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

TBD

Price:	**$ 2,689.66** *Two Thousand Six Hundred Eighty Nine Dollars and Sixty Six Cents*
Time:	The duration of the Work to achieve Substantial Completion will be **UNCHANGED**.
Clarification(s):	None.
Expiration:	This Proposal shall remain open for 30 calendar day(s).
Attachment(s):	Schedule Of Values Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail cmoore@journeycdg.com if you have any questions or require additional information.

Regards,

Journey C+D Group, Inc
Clifford Moore
CGC1524020
Chief Executive Officer

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: ______________________________ Date: ____________________
City of Fort Pierce

Journey C+D Group, Inc
Powered by RedTeam

SCHEDULE OF VALUES

Project: 2210001 - 17 - Temporary Fence

Date: 09/25/2025

#	Description of Work	Scheduled Value ($)
1	Fence Relocation	481.50
2	Temporary Fence	2,080.08
3	Profit	128.08
	Total:	2,689.66

J O U R N E Y

Journey C+D Group, Inc

Powered by RedTeam

NEGOTIATED PRICING

Detail by Cost Code

2210001 - 17 - Temporary Fence

Manager:Clifford Moore

As of 10/16/2025

Potential Change 17

	Description	Quantity	U/M	Labor ($)	Material ($)	Subcontract ($)	Equipment ($)	Other ($)	Total ($)
01500	Temporary Fence	1.00	l/s	0.00	0.00	2,080.08	0.00	0.00	2,080.08
	Temporary Fence	1.00	l/s	Subcontract @	2,080.08	=			2,080.08
01500	Fence Relocation	1.00	l/s	0.00	0.00	481.50	0.00	0.00	481.50
	Fence Relocation	1.00	l/s	Subcontract @	481.50	=			481.50

SUBTOTAL DIRECT COSTS	**0.00**	**0.00**	**2,561.58**	**0.00**	**0.00**	**2,561.58**
Indirect Costs	0.00	0.00	0.00	0.00	0.00	
Indirect Cost Allocation Rates	0.00%	0.00%	0.00%	0.00%	0.00%	
TOTAL DIRECT & INDIRECT COSTS	**0.00**	**0.00**	**2,561.58**	**0.00**	**0.00**	**2,561.58**
Fee					5.00%	128.08
TOTAL PRICE						**2,689.66**

THE SUNRISE CITY
FORT PIERCE *Florida*
CITY ATTORNEY'S OFFICE

TO: AUDRIA MOORE, SPECIAL PROJECTS COORDINATOR, CITY MANAGER

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

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: APPROVAL OF CHANGE ORDER #17 TO GENERAL CONTRACTOR SERVICES - HIGHWAYMEN MUSEUM

CAO RLS FILE: RLS 25-373

DATE: NOVEMBER 12, 2025

I have reviewed the above Request for Legal Services (RLS) related to Change Order Number 17 for the Highwaymen Museum construction. A redlined and clean copy of the Change Order are attached, and the clean copy is approved and to form and correctness.

Please note that under "Current CONTRACT COMPLETION DATE including this CHANGE ORDER," the date of the contract completion should be filled in.

If there is a change order pending along with this one (i.e. Change Order #18), please be sure that the change order numbering follows whichever is next in line. Thus, if this Change Order is reviewed by the Commission/FPRA second, then this Change Order will become No. 18 (rather than 17).

The previous digital signature of the vendor was removed from the document – as noted in previous Change Order reviews, please have the vendor sign each change order after the change order has been approved from the RLS routing system.

A signature block for the FPRA was added to the Change Order since this will need to be presented to both the City Commission and the FPRA Board due to the ownership and funding interests.

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. H.**

Meeting Date: 12/01/2025

Re: Approval of Change Order No. 18 - General Contractor Services, Highwaymen Museum

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

---

SUBJECT:

Approval of Change Order No. 18, General Contractor Services, Plumbing Tie-in to Backflow Preventer in an amount not to exceed $1,260 resulting from its required relocation for the Highwaymen Museum project.

SUMMARY:

This change order covers the cost of connecting the plumbing system to both the backflow preventer and the building, ensuring proper integration and compliance with utility requirements.
Because the backflow preventer was required to be relocated, the contractor was asked to complete the installation during the parking lot reconstruction.
Public Works Director Jason Atkinson has reviewed the work and determined that the proposal represents a fair and reasonable cost for the services provided.

RECOMMENDATION:

Staff recommends approving Change Order #18 in an amount not to exceed $1,260 to tie-in the building's plumbing to the backflow preventer.

ALTERNATIVES:

The Commission can deny the change order.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

City Manager's Office
City Attorney's Office
Public Works Department
Journey C&D Group

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2026
Account:	104-9400563200
Amount:	$1,260.00

OTHER INFORMATION:

The change order not to exceed $1,260 will be funded by FPRA Account Number: Improvements – Other Improvements - #104-9400563200.

Attachments

Change Order No. 18 - Backflow Preventer Plumbing Tie-in

Exhibit A - Original Contract Executed

Construction Proposal

CAO Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	11/18/2025 09:54 AM
Finance Department	Johnna Morris	11/24/2025 04:11 PM
City Manager	Richard Chess	11/24/2025 05:22 PM

Form Started By: Audria Moore　Started On: 11/17/2025 05:23 PM

Final Approval Date: 11/24/2025

CHANGE ORDER NO. _____
CITY OF FORT PIERCE

PROJECT: **General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

DATE: ____________ CONTRACTOR: **Journey C + D Group Inc.**

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: **05/22/2023**

CHANGE ORDER REQUESTED BY: City __________ Contractor **X**

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT $ **513,945.30**

Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S) $ **794,900.20**

Net **INCREASE** of CONTRACT AMOUNT resulting from this CHANGE ORDER $ **1,260.00**

Current CONTRACT AMOUNT Including this CHANGE ORDER $ **796,160.20**

ORIGINAL CONTRACT TIME **210** Calendar Days

Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER **205** Calendar Days

Net **INCREASE** resulting from this CHANGE ORDER **4** Calendar Days

Current CONTRACT COMPLETION DATE including this CHANGE ORDER **December 19, 2025**

CHANGES ORDERED:

I. GENERAL:

This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Lump Sum Construction for General Contractor Services Highwaymen Museum, attached as **Exhibit "A"**. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

This change order includes the cost to connect the plumbing system to both the backflow preventer and the building, ensuring proper integration and compliance with utility requirements.

III. JUSTIFICATION:

The backflow preventer was originally included in the City's scope for relocation; however, due to the absence of a licensed plumber on City staff, the Contractor was asked to complete the installation during the parking lot reconstruction. Public Works Director Jason Atkinson has reviewed the work, and considers this a fair and reasonable proposal for the services provided.

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

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

(Remainder of Page Left Blank)

RECOMMENDED BY:

____
(signature)

____
(name)

____
(date)

ACCEPTED BY:

____
(signature)

Clifford L. Moore Jr.
____
Clifford L. Moore Jr., CEO
Journey C + D Group, Inc.

11/13/205
____
(date)

From the CITY:

APPROVED BY:

____
Linday Hudson, Mayor

____
(date)

APPROVED AS TO FORM AND CORRECTNESS:

____
Sara Hedges, City Attorney

____
(date)

From the FPRA:

APPROVED BY:

____
Linday Hudson, Chair

____
(date)

APPROVED AS TO FORM AND CORRECTNESS:

____
Sara Hedges, Agency Attorney

____
(date)

Exhibit A

LUMP SUM CONSTRUCTION

FOR

GENERAL CONTRACTOR SERVICES HIGHWAYMEN MUSEUM

CITY OF FORT PIERCE BID NO. 2022-030

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6	CONTRACT PRICE AND CONTRACT PAYMENTS	7
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AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this __ day of ______________, 202__ by and between the **FORT PIERCE REDEVELOPMENT AGENCY (FPRA), a dependent special district of the CITY OF FORT PIERCE, FLORIDA**, **the CITY OF FORT PIERCE,** a municipal corporation (the FPRA and the City of Fort Pierce, Florida, collectively, hereinafter the "CITY") whose address is 100 North U.S. Highway 1, Fort Pierce, Florida 34950, and **JOURNEY C&D GROUP, INC** a Florida profit corporation, whose principal address is 1147 NE 7th Avenue, Fort Lauderdale, FL 33304 (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY wishes to contract for the project identified as **General Contractor Services, Bid No. 2022-030, Fort Pierce, Florida**, and

WHEREAS, the CONTRACTOR has represented to the CITY that its staff is qualified to provide the Work required in this Agreement in a professional and timely manner as detailed in their General Contractor Services, Bid No. 2022-030 Bid Submission, and

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

WHEREAS, the CITY's Representative and the Project Manager, as designated by the City Manager, have recommended that an agreement for aforesaid construction be entered into with the CONTRACTOR.

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

ARTICLE 1
DOCUMENTS INCORPORATED BY REFERENCE

This Agreement is for Work to be completed on the renovation to an existing two-story, 3,200 square feet building known as the Jackie L. Canyon Building located at 1234 Avenue D, Fort Pierce, FL 34950 (hereinafter the "Project"). This Work includes HVAC replacement, decorative security fencing; upgrade five (5) exterior doors; complete demolition of kitchen, installation of new flooring, cabinets, countertops, new appliances, and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, and paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch. The Agreement further includes the Building Plans, Specific Purpose Survey, Electrical Plan, and the following:

1. Exhibit "A" – Scope of Work
2. Exhibit "B" – General Conditions
3. Exhibit "C" – Contract Forms

All of which are hereby incorporated herein by reference and made a part hereof (hereinafter collectively referred to as the "Contract Documents"). Any Change Orders, Construction

Change Directives, Directions for a Minor Modification in the Work issued by the CITY, and any other amendments executed by the CITY and the CONTRACTOR hereafter shall become and be a part of this Agreement. Documents not included or expressly contemplated in this Article 1 do not, and shall not, form any part of this Agreement. The Contract Documents are intended to be complementary, and a requirement in one document shall be deemed to be required in all documents. Where terms found in Exhibit "B," "General Conditions" conflict with this Agreement's terms, the Agreement terms shall prevail.

ARTICLE 2
REPRESENTATIONS OF THE CONTRACTOR

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

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

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

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

ARTICLE 3
INTENT AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4
CONTRACTOR’S PERFORMANCE

The CONTRACTOR shall perform all of the work required, implied, or reasonably inferable from this Agreement including, but not limited to, the following:

4(A) The CONTRACTOR will complete the entire work described in the Contract Documents, except as specifically identified therein as the work of other parties, in accordance with the terms herein, Exhibit “A,” Scope of Work, all as may be amended from time to time.

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

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

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

ARTICLE 5
TIME FOR CONTRACTOR’S PERFORMANCE; DELAYS

5(A) The CONTRACTOR shall commence the performance of this Agreement on the date set forth in the Notice to Proceed issued by the Project Manager, as designated by the City Manager, and shall diligently continue its performance to and until Completion of the Project. **The CONTRACTOR shall accomplish Substantial Completion within 90 calendar days and Final Completion in 120 calendar days of permits being obtained hereinafter the “Contract Time”).** By signing this Agreement, the CONTRACTOR agrees that the Contract Time is a reasonable time for accomplishing Completion of the Project. There will be no monetary early completion incentive. The CONTRACTOR shall submit its initial progress schedule in accord with Article 9(G) below.

5(B) The CONTRACTOR shall pay the CITY the sum of **$250.00 per day** for each and every calendar day of unexcused delays in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the CITY, estimated at the time of executing this Agreement. When the CITY reasonably believes that Substantial Completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONTRACTOR an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

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

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

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

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

If the CONTRACTOR is delayed, obstructed, hindered, or interrupted for a period of time exceeding seven (7) consecutive calendar days by any act or neglect of the CITY, an adjustment shall be made for any increase in the direct cost of performance of this Agreement (excluding profit, extended home office overhead, incidental or consequential damages, or disruption damages) and the Agreement modified in writing accordingly. Delays without compensation to the CONTRACTOR as a direct result of an act or neglect of the CITY or Project Manager, as designated by the City Manager , cannot exceed forty-five (45) days in the aggregate over the term of the project. The CONTRACTOR must assert its right under this Article by giving written notice to the CITY, with a copy to the Project Manager, as designated by the City Manager, within ten (10) calendar days of the beginning of a delay, obstruction, hindrance, or interruption by the CITY. No adjustment shall be made for any delay, obstruction, hindrance, or interruption after final payment under this Agreement or to the extent that performance would have been so delayed, obstructed, hindered, or interrupted by any other cause, including, but not limited to, concurrent cause or fault or negligence of the CONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Agreement. The direct costs described above shall be limited to those direct costs attributable solely to this Project and shall be subject to documentation and verification of costs as required by the CITY. If unit prices are established in the Contract Documents or subsequently agreed upon, they shall form the basis for cost calculations under any claims for delay.

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

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

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

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

ARTICLE 6
CONTRACT PRICE AND CONTRACT PAYMENTS

6(A) Based on the Scope of Work, identified as **Bid No. 2022-030, General Contractor Services – Highwaymen Museum**, all of which are hereby incorporated herein by reference and made a part hereof, the CONTRACTOR shall provide all labor and materials required to complete construction as prescribed in the aforementioned Drawings and Specifications, for the sum not to exceed: **$513,945.30** (hereinafter the "Contract Amount").

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

6(C) The CITY shall pay the Contract Amount to the CONTRACTOR in accordance with the procedures set forth herein. On or before the tenth (10th) calendar day of each month after commencement of performance, but no more frequently than once monthly, the CONTRACTOR may submit a Payment Request for the period ending the last calendar day of the previous month (hereafter the “Payment Request”). Said Payment Request shall be in such format and include whatever supporting information as may be required by the CITY or the Project Manager, as designated by the City Manager.

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

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

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

Thereafter, the Project Manager, as designated by the City Manager, shall review the Payment Request and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Payment Request and is as required by this Agreement. The amount of each such payment shall be the amount approved for payment by the Project Manager, as designated by the City Manager, , less such amounts, if any, otherwise owing by the CONTRACTOR to the CITY or which the CITY shall have the right to withhold as authorized by this Agreement, subject to approval by the CITY. Approval of the CONTRACTOR’S Payment Requests shall not preclude the CITY from the exercise of any of its rights as set forth herein.

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

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

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

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

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

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

(3) The CONTRACTOR’s rate of progress being such that, in the opinion of the Project Manager, as designated by the City Manager,, Substantial Completion may be inexcusably delayed; or

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

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

(6) Loss caused by the CONTRACTOR; or

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

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

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

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

Upon Substantial Completion, the CITY shall pay the CONTRACTOR an amount sufficient to increase total payments to the CONTRACTOR to one hundred percent (100%) of the Contract Amount less any amounts attributable to damages, and less one hundred fifty percent (150%) of the costs, as reasonably determined by the CITY for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims. Such a calculation by the Project Manager, as designated by the City Manager, of costs for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims shall not bar the CITY from exercise of its rights elsewhere herein, in Article 16 below, or otherwise as provided by law for any incomplete, defective or nonconforming work or claims which are discovered by the CITY after the date of making such calculation or after the date of any partial or final payment, whether or not such incomplete, defective, or nonconforming work or claims were obvious or should have been discovered earlier.

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

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

6(I) The CITY shall, subject to its rights set forth in Subarticle 6 above, endeavor to make final payment of all sums due the CONTRACTOR within thirty (30) calendar days of the final Request for Payment, with the exception of items in dispute or concerning which the Project

Manager, as designated by the City Manager, has exercised any of his rights to investigate or remove.

ARTICLE 7
INFORMATION AND MATERIAL SUPPLIED BY THE CITY

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

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

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

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

7(B) The CONTRACTOR is responsible for obtaining all permits required. The CITY is responsible for payment of all permit fees. The CONTRACTOR shall coordinate with the CITY and all other authorities having jurisdiction.

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

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

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

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

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

ARTICLE 9

DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

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

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

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

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

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

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

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

NAME	**FUNCTION**
Clifford L. Moore, Jr.	Construction Manager
Jarad Wahl	Operations Manager
Jennifer Tiffeau	Project Manager

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

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

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

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

The delivery of submittals shall constitute a representation by the CONTRACTOR that it has verified that the submittals meet the requirements of the Agreement, or will do so, including field measurements, materials, and field construction criteria related thereto.

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

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

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

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

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

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

The CONTRACTOR shall promptly notify the Project Manager, as designated by the City Manager, upon discovery of any unidentified material which CONTRACTOR reasonably believes to be asbestos, lead, PCB, or other hazardous material, and shall immediately stop work in the affected area of the Project. The CONTRACTOR shall not be responsible for removal or other work with regard to such hazardous material unless otherwise agreed between the Project Manager, as designated by the City Manager, and the CONTRACTOR. In the case of work stopped hereunder, Article 5 shall apply to claims for delay, hindrance, or interference. Work will resume in the affected area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the CITY.

ARTICLE 10
INDEMNITY

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

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

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

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

ARTICLE 11
CLAIMS BY THE CONTRACTOR

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

11(A) All CONTRACTOR claims against the CITY shall be initiated by a written claim submitted to the CITY. Notice of such claim shall be received by the CITY no later than either ten (10) calendar days after the event, or ten (10) calendar days after the first appearance of the circumstances causing the claim, whichever is sooner, and same shall set forth in detail all known facts and circumstances supporting the claim. Final costs associated with any claim upon which notice has been filed must be submitted in writing to the CITY within thirty (30) calendar days after notice has been received.

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

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

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

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

ARTICLE 12
SUBCONTRACTORS

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

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

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

ARTICLE 13
CHANGE ORDERS

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

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

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

b. The price breakdown:

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

   (b) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13(F) Nothing contained in this Article shall be deemed to contradict or limit the terms of Article 6(E) herein.

ARTICLE 14
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

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

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

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

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

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

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

15(A) In addition to the CITY'S rights under Article 8 and elsewhere herein, the CITY shall have the right at any time to direct the CONTRACTOR to suspend its performance, or any designated part thereof, when in the interests of the CITY. If any such suspension is directed by the CITY, the CONTRACTOR shall immediately comply with same.

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

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

(2) preserving and protecting work in place; and

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

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

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

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

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

ARTICLE 16
TERMINATION BY THE CITY

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

16(A) Termination for Convenience. The CITY may, when in the interests of the CITY, terminate performance under this Agreement by the CONTRACTOR, in whole or in part, for the convenience of the CITY. The CITY shall give written notice of such termination to the CONTRACTOR specifying when termination becomes effective. The CONTRACTOR shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the CONTRACTOR shall stop work when such termination becomes effective. The CONTRACTOR shall also terminate outstanding orders and subcontracts for the affected work. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The CITY may direct the CONTRACTOR to assign the CONTRACTOR's right, title, and interest under termination orders or subcontracts to the CITY or its designee. The CONTRACTOR shall transfer title and deliver to the CITY such completed or partially completed work and materials, equipment, parts, fixtures, information, and contract rights as the CONTRACTOR has in their possession or control. When terminated for convenience, the CONTRACTOR shall be compensated as follows:

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

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

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

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

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

(c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subarticle 16(A) of this Article (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to, and the CONTRACTOR shall be limited by, the CITY's right to direct the replacement of subcontractors under Article 12 (A).

The total sum to be paid the CONTRACTOR under this Subarticle 16(A) shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall, in no event, include duplication of payment.

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

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

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

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

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

ARTICLE 17
INSURANCE

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

17(A)(1) Evidence of Insurance

CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence Work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY, at all times, reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require, and the CONTRACTOR hereby agrees to provide same.

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

Insurance, an appropriate Certificate of Insurance (which identifies the Project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance. With respect to Property Insurance, a fully completed Evidence of Commercial Property Insurance (ACORD Form 28) signed by an authorized representative of the insurance, a copy of the notice of cancellation endorsement and a copy of the waiver of subrogation endorsement shall be satisfactory evidence of such insurance. All endorsements shall be properly completed and signed by an authorized representative of the insurer providing the coverage and shall indicate the policy number.

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

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

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONTRACTOR shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required by this Article 17. CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by Article 17.

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

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

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

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

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

Part One: "Statutory"

Part Two:	$2,000,000	Each Accident
	$2,000,000	Disease - Policy Limit
	$2,000,000	Disease - Each Employee

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

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

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

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

CITY and its members, officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor) and ISO form CG 20 37 (Additional Insured – Owners, Lessees, or Contractors-Completed Operations).

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

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

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

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

17(A)(4) Automobile Liability Insurance.

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

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

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

Each Occurrence Bodily Injury and Property Damage Liability Combined	$2,000,000

17(A)(5) Watercraft Liability

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

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

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

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

Each Occurrence/Annual Aggregate	$2,000,000

17(A)(6) Pollution Legal Liability

Pollution Legal Liability shall cover CONTRACTOR for liability resulting from pollution or other environmental impairment arising out of, or in connection with, Work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

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

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

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

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

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

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

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

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

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

17(A)(8) General Conditions

The insurance provided by the CONTRACTOR shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's members, officials, officers, or employees. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR.

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

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR, its subcontractors, sub-subcontractors, employees, or agents. Any remedy provided to the CITY or CITY's members, officials, officers, or employees by the insurance provided by CONTRACTOR or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONTRACTOR) available to the CITY under this Agreement or otherwise.

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

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

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

ARTICLE 18

PERFORMANCE AND PAYMENT BONDS

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

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

(1) Ratings by A.M. Best

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

(2) Circular 570

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

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

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

> (1) At least one of the co-sureties shall meet the requirements of Paragraph (b) for the full amount of the bond; and
>
> (2) Each surety shall be jointly and several liable for the full amount of the bond required.

:

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

ARTICLE 19
PROJECT RECORDS

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

ARTICLE 20
APPLICABLE LAW

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

ARTICLE 21
SUCCESSORS AND ASSIGNS

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

ARTICLE 22
MISCELLANEOUS PROVISIONS

22(A) Compliance By CONTRACTOR: Nondiscrimination

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

22(B) Drug-Free Workplace

CONTRACTOR shall comply with Section 287.087, Florida Statutes, regarding Drug-Free Workplaces.

22(C) State and Local Taxes

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

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

22(D) Gratuities and Kickbacks

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

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

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

CITY:
FORT PIERCE REDEVELOPMENT AGENCY
CITY OF FORT PIERCE
100 North US Highway 1
Fort Pierce, FL 34954-1480
Attention: City Manager
City Attorney

CONTRACTOR
JOURNEY C&D GROUP, INC
1147 NE 7th Avenue
Fort Lauderdale, FL 33304
Attention: Clifford L. Moore, Jr.

ARTICLE 23
ENTIRE AGREEMENT

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

ARTICLE 24
SEVERABILITY

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

ARTICLE 25
WAIVER

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

ARTICLE 26
SOVEREIGN IMMUNITY

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

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

WITNESSETH:

JARAD WAHL
Print Name

Signature

Joanna Wahl
Print Name

Joanna Wahl
Signature

CONTRACTOR:
JOURNEY C&D GROUP, INC.

By:

Title: CEO

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

FORT PIERCE REDEVELOPMENT AGENCY:

Linda Hudson
Linda Hudson, Chairperson

ATTEST:

Linda W. Cox
Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

Tanya Early, City Attorney

Exhibit A

Exhibit "A"

SCOPE OF WORK

of the Jackie L. Caynon Building to house
The City of Fort Pierce Florida Highwaymen Museum

SCOPE OF WORK

The Fort Pierce Redevelopment Agency received funding from the Florida Department of State's African American Cultural Grant to renovate an existing building to create the City of Fort Pierce Florida Highwaymen Museum in the historical African American community of Lincoln Park. The work includes HVAC replacement; decorative security fencing; upgrade (5) exterior doors; complete demolition of kitchen, installation of new flooring, cabinets, countertops, new appliances, and install wood shutters; install brick pavers; install LED track lighting; remove and replace flooring on both floors; repair, patch, prime, paint interior walls; install custom window coverings in the main gallery; and install new generator with transfer switch. All tasks associated with this project shall meet the requirements set forth in the agreement by and between the State of Florida, Department of State and the City of Fort Pierce. The project consists of the following elements:

Overall Building

- Remove existing HVAC equipment and install (2) 4-ton variable speed A/C Systems.
- Remove existing 56-feet of fence and replace with 360 LF of decorative aluminum security fence & concrete column fencing per renderings and estimates around the .07- acre property.
- Install a new 128KW generator to power the entire building in case of a power outage.

Exterior

- Pressure wash and paint the exterior of 3,200 square-foot building.
- Install 1,200 square foot brick paver art garden

Interior

First Level

- Install (20) sections of LED track lighting throughout the first floor (4 rooms, hallway, and proposed space for multi-purpose room).
- Install 6 temporary window treatments to cover all windows on the first floor to reduce natural lighting. Something that can be used to hang art on.
- Upgrade (3) exterior doors with impact storefront doors to complement security enhancements.
- Renovate 90 square-feet kitchen.
- Install 9ft custom wood shutters on the countertop to hide kitchen when not in use.
- Replace 1600 square-foot of flooring with wood grain ceramic tile.
- Supply and install (12) cultured marble windowsills.
- Repair, patch, prime, and paint approximately 3400 SF of walls.
- Complete demolition of kitchen and installation of all new flooring, cabinets, countertops, and appliances.

Second Level

- Install (24) sections of LED track lighting throughout the second-floor area (five rooms, hallway, and proposed space for the main gallery).
- Install (12) custom window coverings to cover windows in 4 rooms and the main gallery area. Something that can be used to hang art on.
- Upgrade (2) exterior doors with impact storefront doors to complement security enhancements.
- Remove cabinet and sink. Repair, patch, and paint area.
- Install 8-foot partition to hide the sink and cabinets when not in use
- Remove and replace 1600 square-foot of flooring with wood grain ceramic tile.
- Supply and install (5) cultured marble windowsills.
- Repair, patch, prime, and paint approximately 3400 SF of walls

Exhibit B

EXHIBIT “B”

GENERAL CONDITIONS

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EXHIBIT “B”

SECTION 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Owner-Contractor Agreement, including Invitation for Bid, Instruction to Bidders, Contractor's Bid (including documentation accompanying the Bid and any documentation submitted prior to the Notice of Award), Performance Bond, Payment Bond, Insurance Certificates and Endorsements, and copies of policies, Notice of Award, Notice to Proceed, these General Conditions, Special Supplemental Conditions, and any Modifications. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Project Manager, as designated by the City Manager, pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work for each project issued by the Project Manager, as designated by the City Manager, pursuant to Paragraph 12.3.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor or Sub-subcontractor.

1.1.3 THE WORK

The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 ADDENDA

Written or graphic instruments issued prior to the Award of the Contract which modify or interpret the Contract Documents by additions, deletions, corrections, or clarifications.

1.1.6 ACCEPTANCE, FINAL ACCEPTANCE

The formal action by the City accepting the Work as being complete, after certification by the Project Manager, as designated by the City Manager, of final completion.

1.1.7 AGREEMENT

The written agreement between the City and the Contractor covering the Work to be performed also designated as the Contract.

EXHIBIT “B”

1.1.8 APPARENT LOWEST AND BEST BIDDER

The Bidder submitting the lowest and best Bid at the Bid Opening without correction of numerical discrepancies or determination of responsiveness and responsibility.

1.1.9 APPLICATION FOR PAYMENT

The form furnished in the Contract Documents which is to be used by the Contractor in requesting progress payments and an affidavit of the Contractor that progress payments theretofore received from City on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations stated in prior Applications of Payment. The application includes such supporting documentation as required by the Contract Documents.

1.1.10 BID

The offer or proposal of the Bidder submitted in the prescribed manner on the prescribed forms to perform the contemplated Work in accordance with the Contract Documents.

1.1.11 BIDDER

Any individual, partnership, corporation, joint venture, or other legal entity or combination thereof submitting a Bid for the Work, acting directly or through an authorized representative.

1.1.12 BONDS

Instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents including Bid, Performance, and Payment Bonds.

1.1.13 CHANGE ORDER

A written order to the Contractor, approved by the City, complying with the change order procedure established in the Contract Documents, authorizing an addition, deletion, or revision in the Work, or an adjustment in the Contract Price or Contract Time, or both.

1.1.14 FPRA AND CITY

The Fort Pierce Redevelopment Agency (FPRA) and City of Fort Pierce: The Owner.

1.1.15 CONTRACT AMOUNT

The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.16 DAY

A calendar day of 24 hours lasting from midnight one day to midnight the next day.

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EXHIBIT “B”

1.1.17 DEFECTIVE

An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or approval referred to in the Contract Documents, or has been damaged prior to Final Payment.

1.1.18 DRAWINGS, PLANS

The drawings, plans, or reproductions thereof, which show location, character, dimensions, and details of the Work to be done, which are included in the Contract Documents.

1.1.19 EFFECTIVE DATE OF AGREEMENT

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed by the last of the two parties to sign.

1.1.20 FIELD ORDER

A written order issued by the Project Manager, as designated by the City Manager, to the Contractor during construction effecting a minor change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time.

1.1.21 LOWEST AND BEST BIDDER

The lowest responsive, responsible Bidder.

1.1.22 MODIFICATION

A written amendment of the Contract Documents signed by both parties, and work directives including but not limited to Change Orders and Field Orders. A modification may only be issued after the effective date of the Agreement.

1.1.23 NOTICE OF AWARD

The written notice of the acceptance of the Bid from the City to the Lowest and Best Bidder.

1.1.24 NOTICE TO PROCEED

Written communication issued by the City to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

1.1.25 OWNER

The Fort Pierce Redevelopment Agency and the City of Fort Pierce: The Owner.

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EXHIBIT “B”

1.1.26 PAYMENT BOND

The security furnished by the Contractor and its Surety in the form contained in the Contract Documents as a guarantee that the Contractor will pay in full all bills.

1.1.27 PERFORMANCE BOND

The Security furnished by the Contractor and its surety as a guarantee that the Contractor will perform all of its contractual obligations in accordance with the terms of the Contract Documents; the covered amount of the Performance Bond is separate and distinct from the covered amount of the Payment Bond.

1.1.28 REQUEST FOR INFORMATION

Contractor's inquiries for information shall be submitted to the Project Manager, as designated by the City Manager.

1.1.29 PUBLIC WORKS INSPECTOR

The authorized representative designated by the Project Manager, as designated by the City Manager, assigned for site inspections or any part thereof.

1.1.30 SAMPLE

Samples are physical examples or work including, but not limited to, the following items: Partial sections of manufactured or fabricated work; Small cuts or containers of materials; Complete units of repetitively-used materials; Swatches showing color, texture, and pattern; Color range sets; or Units of work to be used for independent inspection and testing.

1.1.31 SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor or for the Contractor to demonstrate how the Contractor specifically intends to comply with the Contract Documents.

1.1.32 SPECIFICATIONS

Those portions of the Contract Documents consisting of written or graphic technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable there.

1.1.33 SPECIAL SUPPLEMENTAL CONDITIONS

Modifications, additions, or deletions to the General Conditions.

1.1.34 WORD DEFINITIONS

1. Unless other expressly stated, wherever in the Contract Documents the word 'approved,' 'reviewed,' 'acceptable,' 'satisfactory,' 'directed,' 'required,' 'permitted,' 'ordered,' 'designated,' 'prescribed,' or words of like import are used, it shall be understood that the action required,

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EXHIBIT “B”

reference, or determination rests solely with the Project Manager, as designated by the City Manager, or his duly authorized representative.

2. Unless otherwise expressly stated, wherever in the Contract Documents the words 'as shown' or 'as indicated' or words of like import are used, they shall mean as shown or as indicated on the drawings.

3. Unless otherwise expressly stated, wherever in the Contract Documents the word 'provide' is used, it shall mean furnished and installed in place, complete and tested.

4. Wherever the word 'Product' is used in these Contract Documents, it shall refer to materials, systems, and equipment provided by Contractor.

5. The term 'Project Manual' as used in these Contract Documents includes Bidding Requirements, Conditions of the Contract, and Specifications.

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 The Contract Documents shall be signed in not less than duplicate by the City and the Contractor.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonable inferable there from as being necessary to produce the intended results. Words and abbreviations which have well- known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.4 The organization of the Specifications into divisions, sections, and articles and the arrangement of drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the City are and shall remain the property of the City, to be used only with respect to this Project and not to be used on any other project. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the City on request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the City Engineer's common law copyright or other reserved rights.

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EXHIBIT “B”

SECTION 2 - THE PROJECT MANAGER, AS DESIGNATED BY THE CITY MANAGER

2.1 The Project Manager, as designated by the City Manager is authorized to oversee implementation of the Contract Documents.

2.2 The Project Manager, as designated by the City Manager, will visit the site at intervals to check the quality or quantity of the Work. The Project Manager, as designated by the City Manager, will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Project Manager, as designated by the City Manager, will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work. The Project Manager, as designated by the City Manager, shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Project Manager, as designated by the City Manager, may perform his functions under the Contract Documents.

2.3 The Project Manager, as designated by the City Manager, will render interpretations necessary for the proper execution of progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Project Manager, as designated by the City Manager, for such interpretations.

SECTION 3 – FPRA AND CITY

3.1 DEFINITION

3.1.1 The Fort Pierce Redevelopment Agency (FPRA) and the City is the person or entity identified as such in the Owner-Contractor Agreement and is referred to through the Contract Documents as if singular in number and masculine in gender. The term Owner means the FPRA, the City, or their authorized representative.

3.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

3.2.1 The City shall furnish legal limitations for the site of the Project.

3.2.2 Except as provided in Subparagraph 4.7.1, the City shall secure and pay for necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the City's control shall be furnished by the City with reasonable promptness to avoid delay in the orderly progress of the Work.

3.2.4 Six sets of contract drawings will be furnished to the Contractor free of charge for execution of the Work. Additional sets of documents required by the Contractor will be made available upon payment by Contractor of costs of reproduction.

EXHIBIT “B”

3.2.5 The foregoing are in addition to other duties and responsibilities of the City enumerated herein and especially those in respect to Work by City or by Separate Contractors, Payments and Completion, and Insurance in Sections 6, 9, and 11, respectively.

3.3. CITY'S RIGHT TO STOP THE WORK

3.3.1 Termination of work shall be in compliance with the Agreement, to include Articles 8, 10, 14, 15,16, and 17, and the Contract Documents.

3.4 CITY'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Agreement or Contract Documents, then the City shall have the right to carry out the Work in accordance with Agreement and Sections 8, 14, 15, and 16, as noted in the Contract Documents.

SECTION 4 - CONTRACTOR

4.1 DEFINITION

4.1.1 The Contractor is the person or entity identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Project Manager, as designated by the City Manager, any error, inconsistency or omission he may discover. The Contractor shall not be liable to the City or the Project Manager, as designated by the City Manager, for any damage resulting from such errors, inconsistencies, or omissions in the Contract Documents. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data, or Samples for such portion of the Work.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors, and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspections, tests, or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

EXHIBIT “B”

4.4 LABOR AND MATERIALS

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in Work.

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ anyone unskilled in the task assigned to him.

4.5 WARRANTY

4.5.1 The Contractor warrants to the City and the Project Manager, as designated by the City Manager, that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective. If required by the Project Manager, as designated by the City Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2.

4.6 TAXES

4.6.1 Not applicable.

4.7 PERMITS, FEES, AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure all City construction permits and secure all other permits and governmental fees and licenses necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required prior to construction.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

4.7.3 When the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Project Manager, as designated by the City Manager, in writing, and any necessary changes shall be accomplished by appropriate Modification.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Project Manager, as designated by the City Manager, he shall assume full responsibility therefore and shall bear all costs attributable thereto.

4.8 ALLOWANCES

4.8.1 Not applicable.

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4.9 SUPERINTENDENT

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the project site during the progress of the Work. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed on written request in each case.

4.9.2 The Contractor shall provide the Project Manager, as designated by the City Manager, with the name of his Superintendent and the location at which the Superintendent may be reached at all times.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, within ten days after Notice of Award, shall prepare and submit an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 DOCUMENTS AND SAMPLES AT THE SITE

4.11.1 Contractor shall maintain on site one record copy of: Drawings, Specifications, Addenda, Change Orders and other modifications to the Contract, Reviewed Shop Drawings, Product Data, and Samples, Field Test Records, Inspection Certificates, and Manufacturer's Certificates.

4.11.2 At the Contract closeout, deliver record documents and samples to the Project Manager, as designated by the City Manager, by transmittal letter with Contractor’s signature.

4.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

4.12.1 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, Contractor shall submit to Project Manager, as designated by the City Manager, for review and approval, in accordance with the accepted schedule of Shop Drawing submissions and specific requirements of the Specifications, or for other appropriate action if so indicated in the Supplementary Conditions, six copies of all Shop Drawings which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as Project Manager, as designated by the City Manager, may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data, to enable Project Manager, as designated by the City Manager, to review the information as required.

4.12.2 Contractor shall also submit to Project Manager, as designated by the City Manager, for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, supplier, and pertinent data such as catalog numbers and the use for which intended.

4.12.3 Before submission of each shop drawing or sample, Contractor shall have determined and verified all quantities, dimensions, specific performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the Work and the Contract Documents.

4.12.4 At the time of each submission, Contractor shall give Project Manager, as designated by the City Manager, specific written notice of each variation that shop drawings or samples may have from requirements of Contract Documents, and, in addition, shall cause a specific notation to be made on each shop drawing submitted to Project Manager, as designated by the City Manager, for review and approval of each such variation.

4.12.5 Project Manager, as designated by the City Manager, will review and take action within 14 calendar days of receipt of shop drawings and samples, but Project Manager's, (as designated by the City Manager) review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated, in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by the Project Manager, as designated by the City Manager, and shall return the required number of corrected copies of shop drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Project Manager, as designated by the City Manager, on previous submittals.

4.12.6 Project Manager's, as designated by the City Manager, review and approval of shop drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Project Manager's, as designated by the City Manager, attention to each such variation at the time of submission as required by Subparagraph 4.12.4 and Project Manager, as designated by the City Manager, has given written approval of each such variation by a specific written notation thereof incorporated in or a specific written notation thereof incorporated in or accompanying the shop drawing or sample approval; nor will any approval by Project Manager, as designated by the City Manager, relieve Contractor from responsibility for errors or omissions in the shop drawings or from responsibility for having complied with the provisions of Subparagraph 4.12.3.

4.12.7 Where a shop drawing or sample is required, any related Work performed prior to Project Manager's, as designated by the City Manager, review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations of the site to areas permitted by law, ordinances, permits, Agreement, and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

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4.14 CUTTING AND PATCHING OF WORK

4.14.1 The Contractor shall be responsible for all cutting, fitting, or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the City or any separate contractors by cutting, patching, or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the City or any separate contractor except with the written consent of the City and of such separate contractor. The Contractor shall not unreasonably withhold from City or any separate contractor his consent to cutting or otherwise altering the Work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the work site project free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery, and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of the Work, the City may do so, and the cost thereof shall be charged to the Contractor.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall forward all communications to the City through the Project Manager, as designated by the City Manager.

4.17 ROYALTIES AND PATENTS

4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save City harmless from loss on account thereof except that City shall be responsible for all such loss when a particular design process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to Project Manager, as designated by the City Manager.

4.18 INDEMNIFICATION

4.18.1 The Contractor shall agree to indemnify and hold the City harmless against any and all expenses and liabilities as per the Agreement, to include Articles 10 and 22, and all Contract Documents.

SECTION 5 - SUBCONTRACTORS

5.1 DEFINITION

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents

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as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.

5.1.2 A Subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK.

5.2.1 Shall be in compliance with the Agreement, to include Article 12, and all Contract Documents.

SECTION 6 - WORK BY CITY

6.1 CITY'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

6.1.1 The City reserves the right to perform work related to the Project with his own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the City, he shall make such claim as provided elsewhere in the Contract Documents.

6.1.2 When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the City and separate contractors’ reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Project Manager, as designated by the City Manager, any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acceptance of the City's or separate contractors' work as fit and proper to receive his Work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefore. No time extensions will be granted due to ill-timed work or any other reasons.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the City, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

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6.2.5 Should the Contractor wrongfully cause damage to the work or property of any separate contractor, the Contractor shall upon due notice promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates an arbitration proceeding against the City on account of any damage alleged to have been caused by the Contractor, the City shall notify the Contractor who shall defend such proceedings at the City's expense, and if any judgment or award against the City arises there from, the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred. Regardless of the outcome, the Contractor will pay all expenses.

6.3 CITY'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Section 4.15, the City may clean up and charge the cost thereof to the Contractors as the Project Manager, as designated by the City Manager, shall determine to be just.

SECTION 7 MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the place where the Project is located.

7.2 SUCCESSORS

7.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the City.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if last delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4 CLAIMS FOR DAMAGE

7.4.1 All claims by the Contractor shall be in accordance with Article 11 of the Contract Agreement.

7.5 CONSIDERATION OF BIDS – SCOPE ALTERNATES

7.5.1 For the purpose of award, after opening and reading the proposals, the CITY will consider as the bid the correct summation of each unit bid price multiplied by estimated quantities shown in the proposal. On this basis, the CITY will compare the amounts of each bid and make the results of such comparison available to the public. Until the actual award of the Contract, however, the CITY

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reserves the right to reject any or all proposals and to waive technical errors that the CITY may deem best for the interest of the City. Submit bid unit prices for all bid items. Bids submitted without bid unit prices for all bid items will be rejected as irregular.

7.6 PERFORMANCE AND PAYMENT BOND

7.6.1 Contractor shall furnish a Performance Bond and a Payment Bond on the forms provided as part of the Contract Documents each in an amount as required by the Contract Documents as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Special Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Special Supplementary Conditions and be executed by such Sureties as are licensed to conduct business in the state where the Project is located, and, except as otherwise provided by law, are named in the current list of "Companies Holding Certificates of City as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U. S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

7.6.2 If the Surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 7.6.1, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to City.

7.7 RIGHTS AND REMEDIES

7.7.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.7.2 No action or failure to act by the City, , Project Manager, as designated by the City Manager, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

7.8 TESTS

7.8.1 When the Contract Documents, laws, ordinances, rules, regulations or orders of any public agency having jurisdiction require any portion of the Work to be inspected, tested, or approved, the Contractor shall give the Project Manager, as designated by the City Manager, timely notice of its readiness so the Project Manager, as designated by the City Manager, may observe, provide or instruct such inspection, testing or approval. The
Contractor shall bear all costs of such tests or approvals. Unless otherwise provided, the City shall bear all costs of other inspections. The Contractor shall pay for soils, compaction, and other testing required by the Contract Documents, to assure compliance with plans and specifications.

7.8.2 If the Project Manager, as designated by the City Manager, determines that any Work requires

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special inspection, testing, or approval which Paragraph 7.8.1 does not include, he will instruct the Contractor to order such special instruction, testing or approval, and the Contractor shall give notice as provided in Paragraph 7.8.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the City's additional services made necessary by such failure; otherwise the City shall bear such costs, and an appropriate Change Order shall be issued.

7.8.3 Required certificates of inspection, testing or approval from public agencies having jurisdiction over the Project shall be secured by the Contractor and promptly delivered by him to the Project Manager, as designated by the City Manager.

SECTION 8 - TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The date of commencement of the Work is the date established in a Notice to Proceed for each project. If there is no notice to proceed, it shall be the date of the Owner-Contractor Agreement or such other date as may be established therein.

8.1.3 The Date of Completion of the Work is the Date certified by the Project Manager, as designated by the City Manager, when construction is complete, in accordance with the Contract Documents.

8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the work on the date of commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or the Project Manager, as designated by the City Manager, or by any employee of either, or by any separate contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City pending arbitration, or by any other cause which the City Engineer or Project

Manager, as designated by the City Manager, determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Project Manager, as designated by the City Manager, may determine.

8.3.2 Any claim for extension of time shall be made in writing to the Project Manager, as designated by the City Manager, not more than twenty (20) days after the commencement of the delay. In the case of a continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 8.3.1 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 This Paragraph 8.3 does not exclude the recovery of damages for delay by either party under other provisions of the Contract Documents.

SECTION 9 – PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum for each project is the sum stated in the project’s Notice to Proceed, including authorized adjustments thereto, is the total amount payable by the City to the Contractor for the performance of the Work under the Contract Documents.

9.2.1 Ten (10) days before the first Application for Payment, the City shall submit to the Contractor a schedule of values allocated to the various portions of the Work, in accordance with the Agreement, prepared in such form and supported by such data to substantiate its accuracy. This schedule shall be used only as a basis for the Contractor's Applications for Periodic Payments.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At least ten (10) days before the date for each progress payment established in the City-Contractor Agreement, the Contractor shall submit to the City and Project Manager, as designated by the City Manager, an itemized and completed Application for Payment, notarized, supported by such data substantiating the Contractor's right to payment as the City or the Project Manager, as designated by the City Manager, may require, and reflecting retainage, if any, as provided elsewhere in the Contract Documents.

9.3.1.1 Until Completion of the Work the City will pay ninety percent (90%) of the amount due the Contractor on account of progress payments. At Completion and Final Acceptance of the Work by the Project Manager, as designated by the City Manager, the City shall pay the retainage, less such amount as the City Engineer shall determine for all incomplete Work, unsettled claims and penalties as provided in the Contract Documents.

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9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Project Manager, as designated by the City Manager, will, within 10 days after the receipt of the Contractor's Application for Payment, either approve the application for payment to the Owner, with a copy to the Contractor, for such amount as the Project Manager, as designated by the City Manager, determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The approval of the Application for Payment will constitute only a presentation by the City, based on the Project Manager's, (as designated by the City Manager) observations at the site as provided in Subparagraph 2.1.2 and the data comprising the Application for Payment that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Project Manager, as designated by the City Manager, shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work to relieve the Contractor of his responsibilities specified in the Agreement or that he has reviewed the construction means, methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the Project Manager, as designated by the City Manager, has approved the complete Application for Payment, the City shall make payment within fifteen (15) days to the Contractor.

9.5.2 The Contractor shall promptly pay each Subcontractor upon receipt of each payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in a similar manner.

9.5.3 The Project Manager, as designated by the City Manager, may, on request and at his direction, furnish to any Subcontractor information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Project Manager, as designated by the City Manager, on account of Work done by such Subcontractor.

9.5.3.3 Withholding Payment for Failure to Comply with the American Recovery and Reinvestment Act of 2009: The Department will withhold progress payments from the Contractor for failure to comply.

9.5.4 Neither the City nor the Project Manager, as designated by the City Manager, shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may

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otherwise be required by law.

9.5.5 No approval for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the City, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.5.6 **No approval for a progress payment shall be approved prior to Project Manager, as designated by the City Manager, receiving Partial Releases of Liens applicable to previous payments received by Contractor**.

9.6 PAYMENTS WITHHELD

9.6.1 The Project Manager, as designated by the City Manager, may decline to approve payment and may withhold it in whole or in part, to the extent necessary reasonably to protect the City, if in his opinion he is unable to make representations to the City as provided in Subparagraph 9.4.2. If the Project Manager, as designated by the City Manager, is unable to make representations to the City as provided in Paragraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Project Manager, as designated by the City Manager, cannot agree on a revised amount, the Project Manager, as designated by the City Manager, will promptly approve the payment for the amount for which he is able to make such representations to the City. The Project Manager, as designated by the City Manager, also may decline to approve payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any approval for payment previously issued, to such extent as may be necessary in his opinion to protect the City from loss because of:

1. Defective Work not remedied;

2. Third party claims filed or reasonable evidence indicating probable filing of such claims, such as Notice;

3. Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment. Project Manager, as designated by the City Manager, may request Partial Releases of Liens prior to payment;

4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

5. Damage to the City or other contractor;

6. Reasonable evidence that the Work will not be completed within the Contract Time, or

7. Persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the above grounds in Subparagraph 9.6.1 are removed, payment shall be made for amounts withheld because of them.

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9.7 FAILURE OF PAYMENT

9.7.1 If the Project Manager, as designated by the City Manager, does not approve the Application for Payment, through no fault of the Contractor, within 14 days after receipt of the Contractor's Application for Payment, then the Contractor may, upon 7 additional days' written notice to the City, stop the Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut- down, delay, and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

9.8 FINAL COMPLETION AND FINAL PAYMENT

9.8.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Project Manager, as designated by the City Manager, will make such inspection and, when he finds the Work acceptable under the Contract Documents and the Contract fully performed, will promptly approve the Application for Payment, stating that to the best of his knowledge, information, and belief, and on the basis of his observations and inspections, the work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said approval is due and payable. The Project Manager's, (as designated by the City Manager), final approval for payment will constitute a further representation that the conditions precedent to the Contractors being entitled to final payment as set forth in the Contract Documents have been fulfilled and the Contractor has met the requirements of the Contract Documents.

9.8.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Project Manager, as designated by the City Manager, (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety, if any, to final payment; and (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor, sub-subcontractor, material man, or laborer, refuses to furnish a release, or waiver, required by the City, the Contractor may furnish a bond satisfactory to the City, to indemnify him against any such lien. City may withhold all sums reasonably necessary for the claims of subcontractors, sub-subcontractors, material men, laborers or other who have asserted any claims, even if based upon purported additions, extras, or unexecuted change orders, which sums shall include interest, costs and reasonably anticipated attorneys' fee. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such lien, including interest, all costs, and reasonable attorneys' fee.

9.8.3 The making of final payment shall constitute a waiver of all claims by the City except those arising from:

1. Unsettled liens, claims or notices of any kind by subcontractors, sub-subcontractors, material men, and laborers;
2. Faulty or defective Work appearing after Substantial Completion;
3. Failure of the Work to comply with the requirements of the Contract Documents; or
4. Terms of any special warranties required by the Contract Documents.

9.8.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment. By acceptance thereof, Contractor agrees to cooperate with City in disposing of any and all remaining claims of subcontractors, sub-subcontractors, material men, and laborers, and shall indemnify and hold harmless City from all such claims, including attorneys' fees, trial and appellate, and costs and expenses.

SECTION 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the Work and all other persons who may be affected thereby;

2. All the Work, and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Without limiting the generality of the foregoing, the Contractor's ladders, scaffolds, lifts and other equipment, and those portions of the Contractor's work and temporary work which are utilized by the City and the Project Manager, as designated by the City Manager, and their employees in the observation of construction shall comply with all applicable laws, ordinances, rules, regulations, standards and orders of any public authority having jurisdiction for the safety of persons or property.

10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Subparagraph 10.2.1 caused in whole or in part by the Contractor, any Subcontractor, any Sub-

subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except damage or loss attributable to the acts or omissions of the Owner or Project Manager, as designated by the City Manager, or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under all Contract Documents.

10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the City and the Project Manager, as designated by the City Manager.

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Section 12 for Changes in the Work.

10.4 PROJECT MANAGER'S (AS DESIGNATED BY THE CITY MANAGER) STATUS

10.4.1 Without limiting the generality of Subparagraphs 2.2 and 2.3, the Project Manager, as designated by the City Manager, will not inspect or be responsible for the Contractor's compliance with the requirements of this Section 10.

SECTION 11 – INSURANCE
(SEE CONTRACT DOCUMENTS - ARTICLE 17)

SECTION 12 – CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the Project Manager, as designated by the City Manager, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.1.2 The City, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by

Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the City resulting from a change in the Work shall be determined in one or more of the following ways:

1. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

2. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract be encountered, the Contract Sum may be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions.

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Project Manager, as designated by the City Manager, written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Project Manager, as designated by the City Manager. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Subparagraph 2.3, (2) any order by the City to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault; (3) any written order for a minor change in the Work issued pursuant to Paragraph 12.4, or (4) failure of payment by the City pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Paragraph 12.3.1.

12.4 MINOR CHANGES IN THE WORK

12.4.1 The Project Manager, as designated by the City Manager, will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order (field order), and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

EXHIBIT “B”

SECTION 13 – UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the Project Manager, as designated by the City Manager, or to requirements specifically expressed in the Contract Documents, it must, if required by the Project Manager, as designated by the City Manager, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Project Manager, as designated by the City Manager, has not specifically requested or required to observe prior to being covered, the Project Manager, as designated by the City Manager, may request to see such Work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the City or a separate contractor as provided in Section 6, in which event the City shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Project Manager, as designated by the City Manager, as defective or as failing to conform to the Contract Documents whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Project Manager, as designated by the City Manager, or his designee's additional services and inspections made necessary thereby.

13.2.2 If, within one year after the Date of Completion of the Work or designated portion thereof or within one year after acceptance by the City of designated Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. The City shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1, and 13.2.2, unless removal is waived by the City.

13.2.4 If the Contractor fails to correct defective or non- conforming Work as provided in Subparagraphs 4.5.1, 13.2.1, and 13.2.2, the City may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Project Manager, as designated by the City Manager, the City may remove it and replace the materials or equipment at the expense of the Contractor.

If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

13.2.6 The Contractor shall bear the cost of making good all work of the City or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

13.3.1 If the City prefers to accept defective or non- conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION 14 – TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If the Work is stopped for a period of thirty (30) days under an order of any court or other public agency having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing any of the Work under a contract with the Contractor, or if the Work should be stopped for a period of thirty (30) days by the Contractor because the Project Manager, as designated by the City Manager, has not approved an Application for Payment as provided in Paragraph 9.7 or because the City has not made payment thereon as provided in Paragraph 9.7, then the Contractor may, upon seven (7) additional days' written notice to the Project Manager, as designated by the City Manager, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.

14.2 TERMINATION BY THE CITY

14.2.1 If the Contractor is adjudged as bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if he persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or is guilty of a substantial violation of a provision of the Contract Documents, then the Owner, upon certification by the Project Manager, as designated by the City Manager, that sufficient cause exists to justify such action, may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished.

14.2.2 If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Project Manager's, as designated by the City Manager, additional services made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the City. The amount to be paid to the Contractor or to the City, as the case may be, shall be certified by the Project Manager, as designated by the City Manager, upon application, in the manner provided in Paragraph 9.4, and this obligation for payment shall survive the termination of the Contract.

SECTION 15 – UNFAVORABLE WEATHER AND OTHER CONDITIONS

15.1 During unfavorable weather and other unfavorable conditions, the Contractor shall pursue only such portions of the Work as shall not be damaged thereby. No portions of the Work whose satisfactory quality or efficiency will be affected by an unfavorable condition shall be constructed while these unfavorable conditions exist unless, by special means or precautions approved by the Project Manager, as designated by the City Manager, the Contractor shall be able to overcome them.

SECTION 16 – ENGINEERING AND FIELD INSPECTION EXPENSES DUE TO OVERTIME WORK AND UNAVOIDABLE DELAYS

16.1 The City shall charge to the Contractor and may deduct from the periodic and final payment for the Work all engineering and inspection expenses incurred by the City in connection with any overtime work during the contract construction period, including any time extension granted thereof, beyond the regular eight (8) hour day, (normal resident project representative working day), and for any time worked on Saturdays, Sundays, or Holidays.

16.2 In addition, these General Conditions provide for the payment by the Contractor to the City of all engineering and inspection expenses incurred as a result of unavoidable delays or correctness of the Work.

16.3 All engineering and inspection expenses, including direct costs incurred by the City due to the above specified conditions, shall be paid by the Contractor at the City's hourly rates, including all overhead.

SECTION 17 – BEFORE STARTING CONSTRUCTION

17.1 Before undertaking each part of the Work, Contractor shall carefully study and compare the

Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to the Project Manager, as designated by the City Manager, any conflict, error, or discrepancy which Contractor or any of his Subcontractors may discover and shall obtain a written interpretation or clarification from Project Manager, as designated by the City Manager, before proceeding with any work affected thereby; provided, however, Contractor shall not be liable to City or Project Manager, as designated by the City Manager, for failure to report any conflict, error, or discrepancy unless Contractor or any of his Subcontractors had actual knowledge thereof or should reasonably have known thereof.

17.2 Within ten (10) days after the effective date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to City and Project Manager, as designated by the City for review: (1) a progress schedule indicating the starting and completion dates of the various stages of the Work; (2) a proposed schedule of Shop Drawing Submissions; (3) a schedule of values of the Work; and (4) a listing of the monthly progress payments through the Contract Time. The Project Manager, as designated by the City Manager, may require the schedule of values to be adjusted if in its opinion the breakdown does not accurately reflect the true distribution of the Contract Price.

17.3 No later than twenty (20) days after the effective date of the Agreement, but before Contractor starts the Work at the site, a conference will be held for review of the schedules to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. Contractor shall attend such conference and shall require any or all of his Subcontractors, as Project Manager, as designated by the City Manager, directs, to attend the conference.

SECTION 18 – PRECEDENCE OF CONTRACT DOCUMENTS

18.1 In resolving conflicts and discrepancies between the Contract Documents, precedence shall be given in the following order:

> Plans shall control over Technical Specifications; larger scale plans shall control over general plans; large scale details over small scale and figure dimensions; and figure dimensions over scaled dimensions. Addenda and change orders supersede only affected portions of the documents.

SECTION 19 – MEASUREMENT AND PAYMENT

19.1 DESCRIPTION OF REQUIREMENTS

19.1.1 Payment for the WORK, as further specified herein, shall include compensation to be received by the Contractor for furnishing tools, equipment, supplies, and manufactured articles, and for labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work in accordance with the requirements of the Contract Documents, including appurtenances thereto, and including all costs of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the

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Occupational Safety and Health Administration of the U. S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

19.1.2 The total Bid Price shall cover all work required by the Contract Documents. All costs in connection with the proper and successful completion of the work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the unit and Unit bid prices. All work not specifically set forth as a pay item in the Bid shall be considered a subsidiary obligation of Contractor and all costs in connection therewith shall be included.

19.1.3 Payment for all work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under the Unit Bid Price.

19.1.4 The City reserves the right to alter the Drawings, modify incidental work if necessary, and increase or decrease quantities of work to be performed in accordance with such changes, including deduction or cancellation of any one or more of the Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in the quantities of work to be performed, and proposed change will cause substantial inequity to the City or Contractor the applicable unit prices shall be equitably adjusted by change order.

19.1.5 Quantities necessary to complete the work as shown on the Drawings or as specified herein shall govern over those shown in the Proposal or Bid Documents. The Contractor shall take no advantage of any apparent error or omission in the Drawings or Specifications, and the Project Manager, as designated by the City Manager, shall be permitted to make corrections and interpretations as may be deemed necessary for fulfillment of the intent of the Contract Documents.

19.1.6 The quantities for payment, other than Final Payment, under this Contract shall be determined om a percentage of the completed items, in place, ready for service and accepted by the City, in accordance with the applicable method of measurement therefore contained herein. A representative of the Contractor shall witness all field measurements.

SECTION 20
"DELETED"

SECTION 21 – COORDINATION

21.1 Contractor shall (1) coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, (2) coordinate completion and clean-up of Work of separate sections of specifications in preparation for Substantial Completion, and (3) after City occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of City activities.

SECTION 22

“DELETED”

SECTION 23

“DELETED”

SECTION 24 –PRECONSTRUCTION CONFERENCE

24.1 Project Manager, as designated by the City Manager, will schedule a conference after Notice to Award.

24.2 Attendance Required: City, Contractor, Utilities Representatives. (Subcontractors if so requested by City.

24.3 Agenda:

1	Execution of City-Contractor Agreement;
2	Submission of executed bonds and insurance certificates;
3	Distribution of Contract Documents;
4	Submission of list of Subcontractors, and progress schedule;
5	Designation of personnel representing the parties in Contract, and the Project Manager, as designated by the City Manager;
6	Procedures and processing of field decisions, submittals, substitutions, applications for payment, proposal requests, Change Orders and Contract closeout procedures;
7	Scheduling
8	Scheduling activities of Testing Laboratory

SECTION 25 –PROGRESS MEETINGS

25.1 Project Manager, as designated by the City Manager, or Contractor may schedule meetings, at intervals, as required throughout progress of the Work. Each may make arrangements for meetings, prepare agenda with copies for participants, record minutes and distribute copies within three (3) days to participants and those affected by decisions made.

25.2 Agenda:

1	Review minutes of previous meetings;
2	Review of Work progress;
3	Field observations, problems, and decisions;
4	Identification of problems which impede planned progress;
5	Review of submittals schedule and status of submittals;
6	Review of off-site fabrication and delivery schedules;
7	Maintenance of progress schedule;
8	Corrective measures to regain projected schedules;

9	Planned progress during succeeding work period;
10	Coordinate of projected progress;
11	Maintenance of quality and work standards;
12	Effect of proposed changes on progress schedule and coordination;
13	Other business relating to Work

SECTION 26 – CONTRACT CLOSEOUT

26.1 DESCRIPTION

26.1.1 Scope of Work: Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.

26.2 FINAL COMPLETION & INSPECTION

1. When Contractor considers the Work is complete, he shall submit written certification that: (1) Contract Documents have been reviewed, (2) Work has been inspected for compliance with Contract Documents, (3) Work has been completed in accordance with Contract Documents, (4) equipment and systems have been tested in the presence of the City's representative and are operational, and (5) Work is completed and ready for final inspection.

2. The Project Manager, as designated by the City Manager, will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

3. Should the Project Manager, as designated by the City Manager, consider that the work is incomplete or defective: (1) the Project Manager, as designated by the City Manager, will promptly notify the Contractor in writing, listing the incomplete or defective work, (2) Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete, and (3) the Project Manager, as designated by the City Manager, will re-inspect the Work.

4. When the Project Manager, as designated by the City Manager, finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

26.3 REINSPECTION FEES

26.3.1 Should the Project Manager, as designated by the City Manager, perform re-inspection due to failure of the Work to comply with the claims of status of completion made by the Contractor, (1) the Contractor will compensate the City at their request for such additional inspection services, and (2) the City will deduct the expenses incurred for such inspection services.

26.4 CONTRACTOR'S CLOSEOUT SUBMITTALS

26.4.1 The Contractor shall submit to the Project Manager, as designated by the City Manager, the following documentation:

EXHIBIT "B"

1. Evidence of compliance with requirements of governing authorities that issued permit or have jurisdiction over Work;

2. Warranties and Bonds;

3. Evidence of Payment and Release of Liens;

4. Project Record Documents that show the final location, by reference to at least two completed, visible improvements or other permanent control points, of the completed improvements for this project, verification of all design dimensions, any revisions to the Plans, and all other information necessary to horizontally and vertically locate and operate the improvements constructed under this Contract. Information to be shown includes the location and elevation of the structure, utility lines, the elevation referenced to NGVD 1929. No erasures are permitted. Where changes occur, cross out design information and denote constructed information.

   The Contractor shall submit four sets of signed and sealed Record Drawing prints, and two electronic As-Built Drawings CD's supplied in digital format (AutoCAD).

END OF SECTION

Exhibit C

Type text here

EXHIBIT “C”

CONTRACT FORMS

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

____
(Name of Contractor)

____
(Address of Contractor)

a ______________________________
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and ______________________________
(Name of Surety)

____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

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

Hereinafter called OWNER, in the penal sum of ______________________________

______________________________Dollars, ($__________________),

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the______ of _________**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030.**

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

____
(Principal) Secretary

Name ______________________________
(Type)

(Corporate Seal)

____
Witness as to Principal

____
Witness as to Principal

____
Principal

By ______________________________

Name ______________________________
(Type)

Title ______________________________

____
(Address)

____

ATTEST:

____
(Surety) Secretary

Name ______________________________
(Type)

(Corporate Seal)

____
Witness as to Surety

____
Witness as to Surety

____
Surety

By ______________________________
Attorney-in-Fact

Name ______________________________
(Type)

____
(Address)

____

NOTE:	Date of BOND must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute BOND.
IMPORTANT:	Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located, unless otherwise specifically approved in writing by City.
ATTACH:	A certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

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

END OF SECTION

CITY OF FORT PIERCE
Purchasing Division
100 North U.S. Highway 1
P.O. Box 1480
Fort Pierce, Florida 34950-1480
www.cityoffortpierce.com
Office: (772) 467-3102 Fax: (772) 467-3848

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

____
(Name of Contractor)

____
(Address of Contractor)

a____
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and ______________________________
(Name of Surety)

____
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

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

Hereinafter called Owner, in the penal sum of ______________________________

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the______ of _________**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

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

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

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

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

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

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

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

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

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

ATTEST: ________________________________
Principal

________________________________ By ________________________________
(Principal) Secretary

Name ____________________________ Name ____________________________

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(Type)

(Corporate Seal)

____
Witness as to Principal

____
Witness as to Principal

ATTEST:

____
(Surety) Secretary

Name ______________________________
(Type)

(Corporate Seal)

____
Witness as to Surety

____
Witness as to Surety

(Type)

Title ______________________________

____
(Address)

____

____
Surety

By ______________________________
Attorney-in-Fact

Name ______________________________
(Type)

____
(Address)

____

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

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

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

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

END OF SECTION

NOTICE OF AWARD

THIS PAGE HAS BEEN MOVED.

SEE PAGE ONE (1)

OF THE COMPLETE CONTRACT SET.

END OF SECTION

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NOTICE TO PROCEED

Date: 4/26/23

To: Journey C+D Group Inc.

Notice to Proceed on Project: **General Contractor Services – Highwaymen Museum**

Bid No.: **2022- 030**

Cost of Project based on Unit Prices by Agreement: $ 513,945.30

You are hereby notified to proceed with the Work on the subject Project on or before ________________, 2023, and to obtain Substantial completion within 180 calendar days and Final completion within 210 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be: December, **2023.**

OWNER:

CITY OF FT. PIERCE, FLORIDA
100 NORTH U.S. HIGHWAY 1
FT. PIERCE, FL 34950

BY:

____
Nicholas C. Mimms, P.E., ICMA-CM
City Manager

ACKNOWLEDGE RECEIPT OF NOTICE

By: ______________________________
Contractor

4/26/23
Date

END OF SECTION

EXHIBIT “C”

CHANGE ORDER FORM

CITY OF FORT PIERCE

PROJECT: **General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

DATE: ____________ CONTRACTOR: ____________________________

OWNER: CITY OF FORT PIERCE AGREEMENT DATE: ______________

CHANGE ORDER REQUESTED BY: City _________ Contractor _________

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

CONTRACT AMOUNT AND CONTRACT TIME:

Original CONTRACT AWARD AMOUNT	$ ___________________
Current CONTRACT AMOUNT ADJUSTED by Previous CHANGE ORDER(S)	$ ___________________
Net (Increase) (Decrease) of CONTRACT AMOUNT resulting from this CHANGE ORDER	$ ___________________
Current CONTRACT AMOUNT Including this CHANGE ORDER	$ ___________________
ORIGINAL CONTRACT TIME	_____ Calendar Days
Current CONTRACT TIME ADJUSTED by Previous CHANGE ORDER	_____ Calendar Days
Net (Increase) (Decrease) Resulting from this CHANGE ORDER	_____ Calendar Days
Current CONTRACT COMPLETION DATE including this CHANGE ORDER	____________________

(Change Order No._______, Page 1 of 2)

EXHIBIT “C”

CHANGES ORDERED:

I. GENERAL: This CHANGE ORDER is necessary to cover changes in the Work to be performed under the Contract Documents. General Conditions, Supplementary Conditions as applicable, Specifications, and all parts listed in Article 1, Definitions, of the General Conditions, apply to and govern all Work under this CHANGE ORDER.

II. REQUIRED CHANGES:

____

____

III. JUSTIFICATION:

____

____

IV. PAYMENT:

Payment for the above listed items shall be made according to the Agreement.

V. APPROVAL AND CHANGE AUTHORIZATION:

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

RECOMMENDED BY:	ACCEPTED BY:
______________________	Contractor: ______________________
By:______________________ Signature	By:______________________ Signature Name:______________________
Date:______________________	Date:______________________

APPROVED BY: City of Ft. Pierce

By:______________________
Signature & Title

Date:______________________

END OF CHANGE ORDER

EXHIBIT “C”

CERTIFICATE OF OWNER’S ATTORNEY

PROJECT: ____

____

I, the undersigned, ____
(Name of Attorney)

the duly authorized and acting legal representative of_________________________

______________________________________,do hereby certify as follows:
(Owner)

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

____
Attorney

____
Date

END OF SECTION

Type tex

EXHIBIT "C"

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Broward

Clifford L. Moore Jr., being first duly sworn, deposes and says:

That he/she is CEO of Journey C&D Group Inc.
(a partner or officer of the firm of, etc.)

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

Journey C&D Group Inc
(Firm Name)

By:

Title: CEO

Subscribed and sworn to before me this 4/~~25/23~~ Th JW

day of APRIL, 2023

Joann Wahl
Notary Public

My Commission expires: (Seal)

4-27-25

JOANNA CHRISTINE WAHL
Notary Public - State of Florida
Commission # HH 077265
My Comm. Expires Apr 27, 2025
Bonded through National Notary Assn.

END OF SECTION

FORT PIERCE, FL · THE SUNRISE CITY

EXHIBIT "C"

PUBLIC ENTITY AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 2022-030 for General Contractor Services Highwaymen Museum.

2. This sworn statement is submitted by Journey C&D Group Inc
(name of entity submitting sworn statement)

whose business address is 1147 NE 7th Ave Fort Lauderdale FL 33304 and

(if applicable) its Federal Employer Identification Number (FEIN) is 83-0791784

__________ (If the entity has no FEIN, include the Social Security Number of the

individual signing this sworn statement: Clifford L Moore Jr.)

3. My name is Clifford L. Moore Jr. my relationship to the entity
(please print name of individual signing)

named above is CEO.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

EXHIBIT “C”

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima tacie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

_X_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

EXHIBIT "C"

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: ______________________

Date: 4/26/23

STATE OF Florida

COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Clifford L. Moore Jr. who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 26th day of April, 2023.

NOTARY PUBLIC SEAL:

JOANNA CHRISTINE WAHL
Notary Public - State of Florida
Commission # HH 077265
My Comm. Expires Apr 27, 2025
Bonded through National Notary Assn.

My commission expires: 4-27-25

END OF SECTION

FORT PIERCE, FL
THE SUNRISE CITY

EXHIBIT "C"

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

DATE: April 26th, 2023

Official Address
(Including Zip Code):
1147 NE 7th Ave.
Fort Lauderdale FL 33304

By:
CEO
(Title)

END OF SECTION

EXHIBIT "C"

TRENCH SAFETY ACT COMPLIANCE STATEMENT

BID NO. 2022-030

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Zero Dollars
(Written)

$0.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Journey C&D Group Inc.
(Company Contractor)

By:
(President's Signature)

Clifford L. Moore Jr.
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in BROWARD County, Florida on the 4th day of APRIL, 2023.

Notary Public: (affix seal)

JOANNA CHRISTINE WAHL
Commission # HH 077265
My Comm. Expires Apr 27, 2025

My Commission Expires: 4/27/25

END OF SECTION

FORT PIERCE, FL
THE SUNRISE CITY

EXHIBIT "C"

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Journey C&D Group Inc. does:
(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

4/26/23
Date

END OF SECTION

EXHIBIT “C”

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: **GENERAL CONDITION B RECONSTRUCTION**

Bid No.: **2022- 030**

Project Description: General Contractor Services to renovate an existing two-story, 3,200 square feet building to house City of Fort Pierce Florida Highwaymen Museum.

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: Journey C+D Group Inc.

Authorized Signature:

Title: CEO

Date: 4/26/23

END OF SECTION

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2022

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

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

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME:		
	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):	
	E-MAIL ADDRESS: support@nextinsurance.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : State National Insurance Company, Inc.		12831
INSURED Journey C&D Group Inc 6200 SW 6th St Plantation, FL 33317	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 752259125 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☒ Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	NXTXGCY5K5-02-WC	07/27/2022	07/27/2023	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000.00
							E.L. DISEASE - EA EMPLOYEE	$1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$1,000,000.00

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

The Certificate Holder is City of Fort Pierce/Grants Administration Division. A Waiver of Subrogation applies in favor of this Certificate Holder on the following policies: Workers Compensation. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Fort Pierce/Grants Administration Division
Attn: Purchasing Division
PO Box 1480
Fort Pierce, FL 34954

LIVE CERTIFICATE

Click or scan to view

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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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/26/2023

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

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

PRODUCER ACCH Insurance Agency LLC 455 NW Prima Vista Blvd Port Saint Lucie FL 34983-8731 Port Saint Lucie FL 34983	CONTACT NAME: Acch Insurance Agency LLC PHONE (A/C, No, Ext): (772) 985-5265 FAX (A/C, No): 772-408-5501 E-MAIL ADDRESS: acchinsagency@hotmail.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : James River Insurance Company	12203
	INSURER B : Progressive Express Ins Company	10193
INSURED JOURNEY C&D GROUP INC. 1147 NE 7th Avenue Fort Lauderdale, FL 33304	INSURER C : Scottsdale Insurance Company	41297
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	X	X	00135809-0	10/03/2022	10/03/2023	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	☐						MED EXP (Any one person)	$ 5,000
	☐						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	☐ OTHER:							$
B	AUTOMOBILE LIABILITY	X		00452867-2	02/19/2023	02/19/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	☒ Comprehens ☒ Collision						Deductible	$ 500
C	☐ UMBRELLA LIAB ☒ OCCUR			XBS0168792	08/03/2022	08/03/2023	EACH OCCURRENCE	$ 5,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (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	$

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

RE: Bid No. 2022-030 General Contractor Services Highwaymen Museum

The City and its members, officials, officers and employees included as an additional insured, on the named insured's General Liability and Automobile policy, in respect to the named insured liability exposure for

General Liability Coverage Form (ISO Form CG 00 01 12 07), Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37 07 04)

Waiver of subrogation (CG 24 04 05 09), Additional Insured (CG 20 10 07 04)

CERTIFICATE HOLDER	CANCELLATION
CITY OF FORT PIERCE 100 North US Highway 1 Fort Pierce, FL 34954-1480	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <AH> Angela Hewyle

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POLICY NUMBER: 00135809-0

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

POLICY NUMBER: 00135809-0

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Where required by written contract or written agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement	All operations of the Named Insureds
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2004

ORIGIN ID:SEFA (727) 209-1803
STEPHANIE WALL
NIELSON & COMPANY, INC.
1000 CENTRAL AVE.
SUITE 200
ST PETERSBURG, FL 33705
UNITED STATES US

SHIP DATE: 01MAY23
ACTWGT: 0.50 LB
CAD: 112814662/INET4610

BILL SENDER

TO **CLIFFORD MOORE JR.**
JOURNEY C&D GROUP, INC.
1147 NE 7TH AVENUE

FORT LAUDERDALE FL 33304
(954) 842-7074 REF: DEPARTMENT 2
INV:
PO: DEPT: DEPT 02

583J3/2BC3/FE2D

FedEx. Express

E

J232023040501uv

TUE - 02 MAY 10:30A
PRIORITY OVERNIGHT

TRK# 0201 **7720 1129 2300**

33304
XG HWOA FL-US **FLL**

After printing this label:
1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.
Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com.FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery,misdelivery,or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim.Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental,consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss.Maximum for items of extraordinary value is $1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

NHC
NIELSON, WOJTOWICZ, NEU & ASSOCIATES
A NIELSON HOOVER GROUP COMPANY

ACRISURE
AGENCY PARTNER

May 1, 2023

Journey C&D Group, Inc.

RE: CITY OF FORT PIERCE, as Obligee
Project: Bid No. 2022-030 General Contractor Services Highwaymen Museum
Bond No. B98824034790

Dear Ladies and Gentlemen:

Please supply us with the following information for the above captioned final bond:

Executed Contract with Date: X ____________________________

This letter is also giving Journey C&D Group, Inc. as Principal and/or CITY OF FORT PIERCE, as Obligee, the authority to complete these bonds by dating the bonds with the contract date, execution and Power of Attorney dates. **The contract date MAY BE THE SAME date as the execution of the bond or PRIOR to the execution date of the bonds.**

We will forward this information onto your surety company upon our receipt. Please return as soon as possible.

Thank you for your cooperation.

Sincerely,
American Southern Insurance Company

Kevin R. Wojtowicz
Attorney-in-Fact

1936

1000 Central Avenue
Suite 200
St. Petersburg, FL 33705
P: 727.209.1803
F: 727.209.1335
W: nielsonbonds.com

CITY OF FORT PIERCE

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

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

PERFORMANCE BOND

Bond No. B98824034790

KNOW ALL MEN BY THESE PRESENTS: that

Journey C&D Group, Inc.
(Name of Contractor)

1147 NE 7th Avenue , Fort Lauderdale, FL 33304
(Address of Contractor)

a Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and American Southern Insurance Company
(Name of Surety)

P O Box 723030, Atlanta, GA 31139
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto:

City of Fort Pierce
(Name of Owner)

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

Hereinafter called OWNER, in the penal sum of Five Hundred Thirteen Thousand

Nine Hundred Fourty Five 30/100 Dollars, ($ 513,945.30),

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the______ of _________**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030.**

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument executed in ______2______
(Number)

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

ATTEST:

____
(Principal) Secretary

Name ____________________________
(Type)

(Corporate Seal)

____
Witness as to Principal

____
Witness as to Principal

Journey C&D Group, Inc.
Principal

By ____________________________

Name ____________________________
(Type)

Title ____________________________

____
(Address)

____

ATTEST:

NA
(Surety) Secretary

Name NA
(Type)

(Corporate Seal)

Jessica Reno, Witness as to Surety

Stephanie Wall, Witness as to Surety

American Southern Insurance Company
Surety

By ____________________________
Attorney-in-Fact

Name Kevin Wojtowicz, Attorney-In-Fact
(Type)

P O Box 723030
(Address)

Atlanta, GA 31139

1936

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

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

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

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

END OF SECTION

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

Office: (772) 467-3102

Fax: (772) 467-3848

PAYMENT BOND

Bond No.B98824034790

KNOW ALL MEN BY THESE PRESENTS: that

Journey C&D Group, Inc.
(Name of Contractor)

1147 NE 7th Avenue, Fort Lauderdale, FL 33304
(Address of Contractor)

a Corporation
(Corporation, Partnership, or Individual)

Hereinafter called Principal, and American Southern Insurance Company
(Name of Surety)

P O Box 723030, Atlanta, GA 31139
(Address of Surety)

Hereinafter called Surety, are held and firmly bound unto

City of Fort Pierce
(Name of Owner)

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

Hereinafter called Owner, in the penal sum of Five Hundred Thirteen Thousand Nine Hundred Fourty Five 30/100 Dollars, ($ 513,945.30), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the______ of _________**2023** a copy of which is hereto attached and made a part hereof, **to furnish General Contractor Services – Highwaymen Museum, Bid No. 2022-030**

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument executed in __2__ (Number) counterparts, each of which shall be deemed an original, this ___ day of ____, 2023.

ATTEST:

Journey C&D Group, Inc.
Principal

____
(Principal) Secretary

By ____________________________

Name ____________________________

Name ____________________________

(Type)

(Corporate Seal)

____
Witness as to Principal

____
Witness as to Principal

ATTEST:

NA
(Surety) Secretary

Name NA
(Type)

(Corporate Seal)

Jessica Reno, Witness as to Surety

Stephanie Wall, Witness as to Surety

(Type)

Title ______________________________

____
(Address)

____

American Southern Insurance Company
Surety

CORPORATE SEAL 1936

By ______________________________
Attorney-in-Fact

Name Kevin R. Wojtowicz
(Type)

P.O Box 723030
(Address)

Atlanta, GA 31139

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

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

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

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

END OF SECTION

AMERICAN SOUTHERN INSURANCE COMPANY

Domicile:
200 S.W. 30th Street
Topeka, Kansas 66611

Mailing Address:
3715 Northside Pkwy, NW, STE 4-800
Atlanta, Georgia 30327

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Charles J. Nielson or David R. Hoover of Miami Lakes, Florida; Kevin R. Wojtowicz, Laura D. Mosholder, Brett Rosenhaus, or Jessica P. Reno of St. Petersburg, Florida, as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to include execution of consents for the release of retained percentages and/or final estimates on engineering and construction contracts, or similar authority to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $1,000,000 (One Million U.S. Dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 7th day of April, 2017.

Attest: Melonie Coppola
Melonie A. Coppola, Corporate Secretary

American Southern Insurance Company
By:
Scott G. Thompson, President

STATE OF GEORGIA
COUNTY OF FULTON

On this 7th day of April, 2017, before me personally came Scott G. Thompson, to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA NOTARY SEAL:

JONATHAN BELL
03-12-2025

Jonathan Bell, Notary Public, State of Georgia
My Commission Expires March 12, 2025

I, the undersigned, a Vice President of American Southern Insurance Company, a corporation domiciled in Kansas, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the _______ day of ____________________, ______.

Jerry A Underwood
Jerry A. Underwood
Vice President – Surety

POA NUMBER: 94630

Exihibit B

JOURNEY **Journey C+D Group, Inc**
Powered by RedTeam

CONSTRUCTION MANAGEMENT
CHANGE PROPOSAL

11/25/2024

Audria Moore-Wells
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Re: Our Change Proposal 2210001-12 for **Drainage Parking Lot Engineering**

Project: GENERAL CONTRACTOR SERVICES – HIGHWAYMEN MUSEUM
City of Fort Pierce
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

Price:	**$ 45,654.20** *Forty Five Thousand Six Hundred Fifty Four Dollars and Twenty Cents*
Time:	The duration of the Work to achieve Substantial Completion will be **INCREASED by 14 days.**
Clarification(s):	• No abatement of any kind • Dumpster included • No Permit Fees Included
Expiration:	This Proposal shall remain open for 30 calendar day(s).
Attachment(s):	Schedule Of Values Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail cmoore@journeycdg.com if you have any questions or require additional information.

Regards,

Journey C+D Group, Inc

Clifford Moore

Chief Executive Officer

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: ______________________________ Date: ____________________
City of Fort Pierce

Journey C+D Group, Inc
Powered by RedTeam

SCHEDULE OF VALUES

Project: 2210001 - 12 - Drainage Parking Lot Engineering

Date: 11/25/2024

#	Description of Work	Scheduled Value ($)
1	Parking Lot Drainage and New Asphalt	35,000.00
2	Parking Lot Drainage Engineering	3,800.00
3	Project Management and Coordination	3,470.00
4	Surveys	800.00
5	Profit	2,584.20
	Total:	45,654.20

Journey C+D Group, Inc
Powered by RedTeam

NEGOTIATED PRICING

Detail by Cost Code

2210001 - 12 - Drainage Parking Lot Engineering

Manager:Clifford Moore

As of 12/17/2024

Potential Change 12

	Description	Quantity	U/M	Labor ($)	Material ($)	Subcontract ($)	Equipment ($)	Other ($)	Total ($)
02100	Parking Lot Drainage and New Asphalt	1.00	l/s	0.00	0.00	35,000.00	0.00	0.00	35,000.00
	Parking Lot Drainage and New Asphalt - Allowance	1.00	l/s	Subcontract @	35,000.00	=			35,000.00
010000	Parking Lot Drainage Engineering	1.00	l/s	0.00	0.00	3,800.00	0.00	0.00	3,800.00
	Parking Lot Drainage Engineering	1.00	l/s	Subcontract @	3,800.00	=			3,800.00
013100	Project Management and Coordination	1.00	l/s	0.00	0.00	3,470.00	0.00	0.00	3,470.00
	Project Management and Coordination	1.00	l/s	Subcontract @	3,470.00	=			3,470.00
022100	Surveys	1.00	l/s	0.00	0.00	800.00	0.00	0.00	800.00
	Surveys	1.00	l/s	Subcontract @	800.00	=			800.00

	Labor ($)	Material ($)	Subcontract ($)	Equipment ($)	Other ($)	Total ($)
SUBTOTAL DIRECT COSTS	**0.00**	**0.00**	**43,070.00**	**0.00**	**0.00**	**43,070.00**
Indirect Costs	0.00	0.00	0.00	0.00	0.00	
Indirect Cost Allocation Rates	0.00%	0.00%	0.00%	0.00%	0.00%	
TOTAL DIRECT & INDIRECT COSTS	**0.00**	**0.00**	**43,070.00**	**0.00**	**0.00**	**43,070.00**
Fee					6.00%	2,584.20
TOTAL PRICE						**45,654.20**

J O U R N E Y **Journey C+D Group, Inc**
Powered by RedTeam

CONSTRUCTION MANAGEMENT CHANGE PROPOSAL

10/16/2025

Audria Moore-Wells
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Re: Our Change Proposal 2210001-18 for **Backflow Preventer**

Project: GENERAL CONTRACTOR SERVICES – HIGHWAYMEN MUSEUM
City of Fort Pierce
Jackie L Caynon, 1234 Avenue D, Fort Pierce, FL 34950

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

TBD

Price:	**$ 1,260.00** *One Thousand Two Hundred Sixty Dollars and Zero Cents*
Time:	The duration of the Work to achieve Substantial Completion will be **INCREASED by 4 days.**
Clarification(s):	None.
Expiration:	This Proposal shall remain open for 30 calendar day(s).
Attachment(s):	Schedule Of Values Negotiated Pricing Detail

Please contact me at 954-368-7700 or via e-mail cmoore@journeycdg.com if you have any questions or require additional information.

Regards,

Journey C+D Group, Inc
Clifford Moore
CGC1524020
Chief Executive Officer

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.

Customer Signature: ______________________ Date: ______________
City of Fort Pierce

Journey C+D Group, Inc
Powered by RedTeam

SCHEDULE OF VALUES

Project: 2210001 - 18 - Backflow Preventer

Date: 10/16/2025

#	Description of Work	Scheduled Value ($)
1	Project Management and Coordination	0.00
2	Relocation of Backflow Preventer	1,200.00
3	Profit	60.00
	Total:	1,260.00

Journey C+D Group, Inc
Powered by RedTeam

NEGOTIATED PRICING

Detail by Cost Code

2210001 - 18 - Backflow Preventer

Manager:Clifford Moore

As of 10/16/2025

Potential Change 18

	Description	Quantity	U/M	Labor ($)	Material ($)	Subcontract ($)	Equipment ($)	Other ($)	Total ($)
013100	Project Management and Coordination	1.00	l/s	0.00	0.00	0.00	0.00	0.00	0.00
	Project Management and Coordination	1.00	l/s	Subcontract @	0.00	=			0.00
15400	Relocation of Backflow Preventer	1.00	l/s	0.00	0.00	1,200.00	0.00	0.00	1,200.00
	Relocation of Backflow Preventer	1.00	l/s	Subcontract @	1,200.00	=			1,200.00

	Labor ($)	Material ($)	Subcontract ($)	Equipment ($)	Other ($)	Total ($)
SUBTOTAL DIRECT COSTS	**0.00**	**0.00**	**1,200.00**	**0.00**	**0.00**	**1,200.00**
Indirect Costs	0.00	0.00	0.00	0.00	0.00	
Indirect Cost Allocation Rates	0.00%	0.00%	0.00%	0.00%	0.00%	
TOTAL DIRECT & INDIRECT COSTS	**0.00**	**0.00**	**1,200.00**	**0.00**	**0.00**	**1,200.00**
Fee					5.00%	60.00
TOTAL PRICE						**1,260.00**

THE SUNRISE CITY
FORT PIERCE Florida
CITY ATTORNEY'S OFFICE

TO: Carla Clarke, Administrative Assistant, City Manager

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney SH

RE: Approval of Change Order #18 to General Contractor Services-Highwaymen Museum

CAO RLS FILE: RLS 25-366

DATE:

I have reviewed the above Request for Legal Services (RLS) related to Change Order Number 18 for the Highwaymen Museum construction. A redlined and clean copy of the Change Order are attached, and the clean copy is approved and to form and correctness.

Please note that under "Current CONTRACT COMPLETION DATE including this CHANGE ORDER," the date of the contract completion plus four days (under this change order) should be filled in.

If there is a change order pending along with this one (i.e. Change Order #17), please be sure that the change order numbering follows whichever is next in line. Thus, if this Change Order is reviewed by the Commission/FPRA first, then this Change Order will become No. 17.

The previous digital signature of the vendor was removed from the document – as noted in previous Change Order reviews, please have the vendor sign each change order after the change order has been approved from the RLS routing system.

A signature block for the FPRA was added to the Change Order since this will need to be presented to both the City Commission and the FPRA Board due to the ownership and funding interests.

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. I.**

Meeting Date: 12/01/2025

Re: Approval to Award Bid No. 2026-004 - Park Restroom Cleaning

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

SUBJECT:

Approval of award of Bid No. 2026-004 City Park Restroom Cleaning to Morivalous Cleaning Inc., Fort Pierce, FL in the amount of $100,400.00.

SUMMARY:

The Public Works Department respectfully requests approval to award **Bid No. 2026-004 – City Park Restroom Cleaning** to **Morivalous Cleaning Inc. of Fort Pierce, FL**, in the annual amount of **$100,400.00**. This solicitation was issued specifically for comprehensive restroom cleaning services across City parks and was distributed to **534 vendors**. Of those, **36 vendors** requested full specifications and **21 submitted complete responses**, reflecting strong industry interest and competitive pricing.

During the evaluation process, staff identified that one bid—initially believed to be the lowest—contained significant calculation errors tied to incorrect unit pricing. Once corrected, this bid was no longer competitive.

Following a thorough assessment of cost, responsiveness, and overall responsibility, **Morivalous Cleaning Inc.** emerged as the **lowest, most responsive, and responsible bidder**.

This new contract expands service coverage from **three days to seven days per week** to ensure consistent, high-quality maintenance across **16 City-owned parks**. The agreement is for a **one-year term**, with the option for **two additional one-year renewals**, providing both stability and flexibility for ongoing service needs.

RECOMMENDATION:

The Public Works Department recommends awarding Bid No. 2026-004 for City Park Restroom Cleaning to Morivalous Cleaning Inc. of Fort Pierce, Florida, for the annual amount of $100,400.00.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Department
Finance Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2026
Account:	0014004534900
Amount:	100,400.00

FISCAL IMPACT:

The funds for this contract will come from the Facilities Maintenance contractual account: 0014004-534900.

Attachments

Bid No. 2026-004
Bid No. 2026-004 TABULATION MEMO
MORIVALOUS SUBMITTAL
RECOMMENDATION FOR AWARD
BID TABULATION SHEET

Form Review

Inbox	**Reviewed By**	**Date**
Finance Department	Johnna Morris	11/25/2025 02:04 PM
City Manager	Richard Chess	11/25/2025 02:13 PM
Form Started By: Tanya White		Started On: 11/19/2025 01:50 PM
Final Approval Date: 11/25/2025		

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Madison White, 772-467- 3102	**BID NO: 2026-004**
Pre-Qualification Conference Time & Date: **N/A**	**Bid Title: CITY PARK RESTROOM CLEANING**
Pre-Qualification Conference Location: **N/A**	**Bid Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
Bid Due Date & Time: **3:00 PM, TUESDAY, OCTOBER 28, 2025**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.**
Bidder Name: --- **Mailing Address:** --- --- ---	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** **X**____________________________________ **Authorized Signature (Manual)**
City, State, Zip Code:	**Typed or Printed Name:**
Type of Entity (Select one): **Corporation** ________ **Partnership** ________ **Proprietorship** ________	**Title:**
Incorporated in the State of: Year:	**Delivery in** ____________**days, ARO**
Phone Number:	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:**
E-Mail Address:	**Local Business: ___Y ___N MWBE: ___Y ___N**
Bid Security is attached, when required, in the amount of $ ________________________________ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID

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SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

1. **GENERAL INFORMATION**

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

2. **DELAYS**

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

3. **EXECUTION OF BIDS**

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

4. **NO BIDS**

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

5. **BID OPENING**

Shall be public, at the address, date, and time specified on the bidder Acknowledgment form. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any bid. It is the Bidders' sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A bid may NOT be altered by the Bidder after opening of the bids. Bid tabulations will be furnished on the web site: https://www.cityoffortpierce.com/957/Bid-Tabulations

6. TAXES

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

7. DISCOUNTS

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

8. MISTAKES

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

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

9. INVOICING AND PAYMENT

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

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

b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; bid number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.

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

10. DELIVERY

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

11. NO ADDITIONAL TERMS AND CONDITIONS

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

12. INTERPRETATION

All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Bid Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Bid Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 16. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidders. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda with their bid.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Bidders who requested a bid directly from the City Purchasing Division. All bidders should contact the City at least seven (7) calendar days before the bid opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the bid as unresponsive. The City shall not be responsible for providing said addendum to bidders who receive bid package

13. ADDENDUMS

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

14. DISPUTES

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

15. CONFLICT OF INTEREST

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

16. LEGAL REQUIREMENTS

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

17. DRUG-FREE WORKPLACE (DFW)

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

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

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

19. PUBLIC ENTITY CRIMES

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

20. AWARD

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

21. EEO STATEMENT

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

22. TIE BREAKERS

Preference must be given to vendors submitting a certification with their bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows: Preference shall be given to businesses with drug-free workplace programs.

Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that has implemented a drug- free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

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

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

e. In the event of any tie between contractors that have a Drug Free Workplace program in place in accordance with Section 287.087, Florida State Statutes, a coin toss will determine who shall be awarded the contract or receive the first opportunity to negotiate, as applicable.

23. CONTRACTUAL AGREEMENT AND/OR PURCHASE ORDER

The terms, conditions, and provisions in this Invitation to Bid shall be included and incorporated in any final contract or purchase order. The order of precedence will be Bid

Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, FL.

24. GOVERNMENTAL RESTRICTION

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

25. PATENTS AND ROYALTIES

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

26. ADVERTISING

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

27. ASSIGNMENT

Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Division.

28. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH (O.S.H.A.)

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

29. FACILITIES

The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, with prior notice to determine that Bidder has a Bonafide place of business and is a responsible Bidder.

30. REPRESENTATION

A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, capable of producing or providing items bid, and so certified upon request.

31. DISQUALIFICATION OF BIDDER

More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidder's Bids in which the prices obviously are unbalanced will be subject to rejection.

32. ADJUSTMENTS / CHANGES / DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval and shall be binding ONLY if issued by the City's Purchasing Division. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

33. INSURANCE

The awarded Bidder(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the bidder is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract.

34. PUBLIC RECORDS

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

35. BID PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

36. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

37. CANCELLATION / REJECTION OF BIDS

This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City of Fort Pierce. The City reserves the rights pursuant to Section 2-439 (a)(7) of the City Code to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the City. Any sole response received by the submission date may or may not be rejected by the City depending on the available competition and the current needs of the CITY. Reasons for rejection shall be provided upon request by unsuccessful bidders or offerors.

38. REGISTRATION WITH FLORIDA DEPARTMENT OF STATE

In accordance with Florida Statute 607.0505, each corporation, foreign corporation, or alien business organization that transacts business in this state shall have and continuously maintain in this state a registered office and a registered agent and shall file with the Department of State. The awarded Bidder shall be registered with the Florida Department of State, Division of Corporations.

39. RESERVED RIGHTS

a. To be **responsive**, a bidder shall submit qualifications which conform in all material respects to the requirements set forth in the bid/proposal document. To be a **responsible** bidder, the bidder shall have the capability in all respects to fulfil fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. The City reserves the right to conduct such an investigation, as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. This information may be obtained from the bidder or any credible source. All information requests will be done through the Purchasing Division. Such information may include but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

b. The City may disqualify a bidder from being awarded a City contract if the Purchasing Manager determines after an investigation that the bidder is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.

c. Unless otherwise stated in this bid specification, any contracts resulting from this bid are non-exclusive. The City reserves the right, in its sole opinion, to purchase goods or services listed in this bid through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The City reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

d. If any contract awarded as a result of this bid is terminated, the City reserves the right to go to the next lowest responsive bidder with the balance of the contract, unless otherwise stated in the Bid specification.

40. APPLICABLE LAWS

Bidders must be authorized to transact business in the State of Florida. Copy of the

Registration Certificate and information should be submitted with bid but is not required.

Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof. This includes revisions as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to the following:

a. City of Fort Pierce Ordinances

b. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids received by the CITY.

c. It shall be the responsibility of the bidder to ensure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation, the responses are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until the agency provides notice of a decision or intended decision in accordance with s. 119.071(2), or within 30 days after the bid opening, whichever occurs first

41. PROFESSIONAL STANDARDS

a. The successful bidder shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

b. In the event the successful bidder shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

c. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.

d. The successful bidder warrants that it has not employed or retained any company or person, other than a Bonafide employee working solely for the successful bidder, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a Bonafide employee working solely for the successful bidder any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at its discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

e. Performance of Contract Holder It is understood and agreed that the CITY will not permit or authorize contractor to perform less than 51 percent of the contract.

42. PROHIBITION AGAINST CONTINGENT FEES

It shall be unethical for a person to be retained, or to retain any company or person, other than a Bonafide employee working solely for the Bidder to solicit or secure a Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a Bonafide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Contract. For the breach or violation of this provision, The City of Fort Pierce shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

43. REQUEST FOR ADDITIONAL INFORMATION

The bidder shall furnish such additional information as the City of Fort Pierce may reasonably require. The City reserves the right to make investigations of the qualifications of the bidder as it deems appropriate. During the bid evaluation, the City of Fort Piece reserves the right to request additional written information to assist in the evaluation of these qualifications.

44. ACCURACY OF BIDS

Any Bidder which submits in its bid to The City of Fort Pierce any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

REQUIRED LIMITS OF INSURANCE

CONTRACTOR shall be responsible for all damage to person and or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of their subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

(1) **CONTRACTOR** shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY OF FORT PIERCE, hereinafter called "CITY" the types and amounts of insurance conforming to the minimum requirements set forth herein. CONTRACTOR shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONTRACTOR hereby agrees to provide same. Until such insurance is no longer required by this Contract, CONTRACTOR shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. To the extent CONTRACTOR is permitted to and elects to sub-contract any of the work performed under this Contract, CONTRACTOR will require all subcontractors to provide insurance coverage complying with the requirements set forth herein and will provide the CITY with evidence of such coverage prior to the commencement of the subcontractor's work.

(2) **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY INSURANCE.**
Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	$1,000,000	Each Accident
	$1,000,000	Disease - Policy Limit
	$1,000,000	Disease - Each Employee

The Workers' Compensation Policy must be endorsed to waive the insurer's right to subrogate against CITY and the City of Fort Pierce, and their respective members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with CITY, the City of Fort Pierce, and their respective members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right to Recover From Others Endorsement (Advisory Form WC 00 03 13) with CITY, the City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

(3) **GENERAL LIABILITY INSURANCE.**

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida. CITY, the City of Fort Pierce and their respective members, officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (additional insured-CITYs, Lessees, or Contractor – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

(4) **AUTOMOBILE LIABILITY INSURANCE.**

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, other than those which are required by the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	$1,000,000

(6) **GENERAL CONDITIONS**

The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

Compliance with these insurance requirements shall not limit the liability of CONTRACTOR. Any remedy provided to the CITY by the insurance provided by CONTRACTOR, or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONTRACTOR) available to the CITY under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by CONTRACTOR shall relieve CONTRACTOR from the responsibility to provide insurance as required by this Contract.

(7) **CONTRACTOR**

shall deliver to CITY the required certificate(s) of insurance and endorsement(s) before CITY signs this Agreement. At its sole discretion, CITY may obtain or renew CONTRACTOR insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due CONTRACTOR from CITY. CONTRACTOR'S failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this agreement.

(A) All Insurance policies provided by the contractor shall be endorsed to provide the City with thirty (30) days' notice of cancellation. Contractor shall furnish the City with (a) a fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of City's officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; (b) the original of the policy(ies); or (c) other evidence satisfactory to City. Until such insurance is no longer required by this Contract, the Contractor shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

(B) The CITY and CONTRACTOR waive all rights against (1) each other and any of their subcontractors, subcontractors' agents, and employees each of the other, and (2) the separate contractors if any, and any of their subcontractors, subcontractors' agents, and employees, for damage caused by fire or other causes of loss to the event covered by property insurance obtained pursuant to item

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce/Public Works Department
Attn: Purchasing Division
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability

City of Fort Pierce/Public Works Department and their members, officials, officers and employees.

SECTION III

INSTRUCTIONS TO BIDDERS

1. PURPOSE

The City of Fort Pierce seeks to establish a contract for janitorial cleaning services at City-owned facility restrooms. Bidders are required to provide unit pricing for both the **Three-Day Service Schedule** and the **Seven-Day Service Schedule**, enabling the City to evaluate and select the schedule that best supports its operational needs and budget priorities.

2. BID OPENING DATE

Bids are due on or before **3:00 PM, TUESDAY, OCTOBER 28, 2025.**

3. SUBMISSIONS OF BIDS

Bid responses may be submitted in hard copy or electronically**.** Please see below instructions for submitting your bid response.

3.1 HARD COPY SUBMISSIONS

One (1) original and one (1) copy of sealed bids. DO NOT USE RINGED BINDERS OF ANY KIND. All copies will be on 8 ½" x 11" plain, white paper, typed or printed, and signed by the Bidder's contractually binding authority. They shall be mailed or delivered to:

Delivery Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
100 North U.S. #1
Fort Pierce, FL 34950

Mailing Address:
City of Fort Pierce
Attn: Purchasing Division,
Room 101
P.O. Box 1480
Fort Pierce, FL 34954-1480

3.2 OPTIONS FOR ELECTRONIC SUBMISSIONS

Are as follows:

- Via Demandstar Website, (www.demandstar.com) Electronic Bid (E-Bid). Instructions are provided on the website.
- Submit your response in pdf format to: purchasing@cityoffortpierce.com no later than 3:00PM EST. **If you decide to use this submission option, your entire submission must be submitted electronically. Please do not mail hard-copies.**

NOTE: Please ensure that if a third-party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 101, in the Purchasing Division on the first (1st) floor at the above address.

Bids mailed to 100 N.US Highway 1 via the United States Postal Services (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet the requirements of Selection 2 above. To be considered, a Bid must be received and accepted in the Purchasing Division before the Bid closing date and time.

Copies of the bid documents are available electronically from the Purchasing Division by e-mail request to purchasing@cityoffortpierce.com or on the following websites : Demandstar.com (www.demandstar.com) and City of Fort Pierce website (http://www.cityoffortpierce.com//Bids.aspx?CatID=17).

Any bids received after the designated time and date listed above will be returned unopened.

4. INQUIRIES/QUESTIONS

4.1 All inquiries shall be in a written format and addressed to the Economic Development Manager with a copy to the Purchasing Agent:

TO	**COPY TO**
Rick Stauffer	**Madison White**
Public Works Facility Manager	Purchasing Agent
100 North US Highway 1	100 North US Highway 1
Fort Pierce, FL 34950	Fort Pierce, FL 34950
Fax: 772-467-3848	Fax: 772-467-3848
Email: rstauffer@cityoffortpierce.com	Email: purchasing@cityoffortpierce.com

4.2 No inquiries will be received no later than **5:00PM, Tuesday, October 21, 2025.**

5. SUMBITTAL REQUIREMENTS

It is not necessary to return every page of this document with your bid response — only the pages that require signature or contain requested information should be submitted. Failure to complete, sign, or submit any submittal requirements may result in the bid being considered non-responsive.

- Completed Bidder Acknowledgement Cover Page
- All Required Forms (**See Required Forms, section VI**)
- Certificate of Use, required for businesses within the city-limits of the City of Fort Pierce. (**See item numbered 12, below**)
- Business Tax Receipt, required for businesses located outside of the city-limits of the City of Fort Pierce. (**See item numbered 13, below**)
- Proof of Insurance (**See item numbered 14, below**)
- Addenda – issued subsequent to the release of this solicitation must be signed and returned with the firm's bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive. (**See item numbered 15, below**)
- A valid State of Florida Certificate of Status should be included with your submittal

6. BID PRICING AND SCHEDULE

Bidders are **required** to provide unit pricing for each listed site under both the **Three-Day Service Schedule** and the **Seven-Day Service Schedule**, as well as unit pricing for holiday coverage.

For evaluation purposes, the City will calculate:

- The total price for the **Three-Day Service Schedule** by multiplying the total unit price for all sites by **156 service days × 2 cleanings per day** and then adding the holiday coverage pricing.

- The total price for the **Seven-Day Service Schedule** by multiplying the total unit price for all sites by **355 service days × 2 cleanings per day** and then adding the holiday coverage pricing.

To ensure consistency in comparing bids, the City will apply a standard estimate of ten (10) recognized public holidays per year at two (2) cleanings per day to both service schedules. This estimate is used solely for evaluation and comparison purposes; the actual occurrence of holidays may vary from year to year, as recognized holidays do not consistently fall on the same day of the week.

The City will review both calculated totals and determine which schedule best meets its operational needs and budget priorities. **Failure to provide complete pricing for both schedules may render the bid non-responsive.**

7. TERMS OF CONTRACT

The terms of this agreement will be for **one year with two one-year renewal options** at no increased price, if mutually agreed upon in writing by both parties, subject to the same terms and conditions set forth in the contract. The City of Fort Pierce shall have the right to terminate said agreement by giving the Contractor thirty (30) days' written notice if the service that is provided is not maintained at levels necessary to provide the required service. The City of Fort Pierce will determine in its sole judgment what constitutes a satisfactory level of service.

8. LICENSING

All bidders must be properly licensed by the State of Florida and all other authorities having jurisdiction. Copies of all such licenses and/or permits are to be submitted with bid. Failure to submit copies of such may lead to bid rejection.

9. ADMINISTRATIVE REVIEW (PASS / FAIL) AND EVALUATION CRITERIA

9.1 ADMINISTRATIVE REVIEW ON A PASS / FAIL BASIS

Bids will undergo an initial review, on a PASS/FAIL determination, where indicated in the bid document, to verify that requirements of bid submission are met. Failure to meet requirements may result in the rejection of the bid or the bid being deemed non-responsive.

9.2 EVALUATION CRITERIA

The City of Fort Pierce shall be the sole judge of its own best interests, the bid itself, the qualifications of the applicant and the resulting final negotiated agreement. The

City's decision in these matters shall be final and binding. The City's evaluation will include, but not be limited to consideration of the following:

a. Cost of Services – evaluated using the pricing calculations described in **Section III, item no. 6, "Bid Pricing and Schedule**" and based on the service schedule (**Three-Day Service Schedule or Seven-Day Service Schedule**) that the City determines best supports its operational needs and budget.

b. Business Location

c. Staff Size

d. Quality of Work (based on references, prior experience, and the City's needs.)

10. REJECTION CRITERIA

Bid Submittals could be deemed non-responsive and disqualified from consideration if any of the following conditions apply. (Note: this list is not all-inclusive):

- The City did not receive the Bid package prior to the submittal deadline.
- The bid response is found to have concealed or contained false and/or misleading information.
- Your firm is not licensed with the Florida Secretary of State to do business in Florida.
- All forms included with the application were not signed and/or submitted;
- Required questions, instructions, or forms within the bid package are incomplete or missing.

11. TIME EXTENSION AND CONTINUATION OF WORK

11.1. TIME EXTENSION

The CITY may extend this Contract up to one hundred eighty (180) days beyond the expiration date of the existing contract. The rates in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

11.2. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful bidder, continue until completion at the same rates, terms and conditions. This must be approved in advance by the Purchasing Manager, or designee.

12. CERTIFICATE OF USE (PASS / FAIL)

Effective July 1, 2024, the City adopted Ordinance 24-019 amending Chapter 22. The ordinance removed the requirement for a Business Tax Receipt and replaced it with a required Certificate of Use. Certificates of Use are required for all businesses within city-limits occupying commercial locations, home-based businesses and non-profit organizations. If your business is located in the City of Fort Pierce city-limits, please provide a copy of your Certificate of Use with your submittal.

13. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE) (PASS / FAIL)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your submittal. This is only a requirement for businesses located outside of the city-limits.

14. PROOF OF INSURANCE (PASS / FAIL)

To do business with the City of Fort Pierce, bidders shall submit a Certificate of Insurance indicating proof of bidder's current coverages (current policy) in accordance with the requirements outlined in **Section II, Required Limits of Insurance.**

- If the bidder does not carry the required insurance(s), a letter from their insurance agent or broker is **ALSO** required. This letter should confirm that, if awarded the project, the bidder will be able to obtain the necessary insurance coverage.

- If awarded, the insurance is expected to comply with the Required Limits of Insurance as indicated in the section stated above, however the city reserves the right, at its sole discretion, to modify or waive certain requirements as deemed necessary to accommodate specific circumstances. It is important to note that this discretion does not grant the bidder the ability to negotiate insurance rates or alter the specified coverage limits.

- Furthermore, failure to meet the insurance requirements as specified in this section may result in the bidder's submission being deemed unresponsive.

- The bidder must be the policyholder for all insurance coverage provided by the successful bidder.

15. W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM (PASS / FAIL)

The Bidder will be required to return a completed W-9 Taxpayer Identification Form with their bid submittal. **See Section V - Required Forms**.

16. ADDENDUM

Should revisions to the Bid Documents become necessary, the City will provide a written addendum to all bidders who received a bid package from the City's Purchasing Department. Bidders who obtain Bid Documents from other sources must officially register with the City's Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid with an addendum acknowledgment for the most current addendum. Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Bidder's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the bid as acknowledgment of addendum.

17. REFERENCE CHECK FORM (PASS/FAIL)

Please provide references showing your expertise and experience in providing the services requested. Please complete the Reference Check form (page 38) and submit with your bid package. References should include project description, contact names, addresses, phone, and email.

18. ADDITIONAL RESERVED RIGHTS

18.1. The CITY reserves the right to accept or reject any or all submittals, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

18.2. CCNA Statutes recommends a minimum of three (3) qualified professional, experienced, and capable bidders by which to move forward to the evaluation stage. However, the Purchasing Manager may determine that a single bid is acceptable.

18.3. To be **responsive**, a bidder shall submit qualifications which conform in all material respect to the requirements set forth in the bid. To be a **responsible** bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. This information may be obtained from the bidder or any credible source. All information requests will be done through the Purchasing Division. Such information may include but shall not be limited to current financial statements, verification of availability of equipment and personnel, and past performance records.

18.4. The City may disqualify a bidder from being awarded a City contract if the Purchasing Manager determines after an investigation that the bidder is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.

18.5. Unless otherwise stated in this BID specification, any contracts resulting from this BID are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this BID through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The CITY reserves the right to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

18.6. If any contract awarded as a result of this BID is terminated, the CITY reserves the right to go to the next lowest **responsive** bidder with the balance of the contract, unless otherwise stated in the BID specification.

19. CONTRACTOR'S AUTHORIZED SIGNATURE.

The bid shall be signed by an official authorized to bind the contractor in a contractual agreement. The contractor shall provide the following information: Name, address, and telephone number, and email address of the individual(s) with authority to negotiate and contractually bind the contractor. It is also necessary that the name of a contact individual be given to those who can respond to questions generated during the evaluation process.

SECTION IV

STATEMENT OF WORK

1. **OBJECTIVE**

The City of Fort Pierce invites qualified vendors to submit bids for janitorial cleaning services for City-owned park and facility restrooms. Currently, routine cleaning is performed by City personnel or through existing arrangements. This solicitation seeks to establish an annual contract for professional cleaning services on Fridays, Saturdays, Sundays, and all recognized public holidays—periods during which City personnel are not scheduled—to ensure that these public facilities are consistently maintained to the highest standards of cleanliness, safety, and public accessibility. This will be referred to as the **Three-Day Service Schedule.**

In addition to pricing for the Three-Day Service Schedule, **bidders** are asked to provide a separate bid price for a **Seven-Day Service Schedule**, which also includes all recognized public holidays, at the same locations and to the same quality standards. Requesting pricing for both schedules will enable the City to evaluate and select the schedule that best aligns with operational needs and budget priorities.

Bidders should refer to Section III, Item 6 (Bid Pricing and Schedule) for details on how prices for both schedules will be evaluated.

2. **CONTRACTOR'S RESPONSIBILITES**

a. Provide a trained staff of competent personnel for the performance of the services described.

b. Contractor's personnel shall report any damage or abnormalities to Richard Stauffer, Facilities Maintenance Manager, as soon as possible.

c. Contractors shall designate a site supervisor as a contact person and provide the City with this person's name and cell number.

d. Contractor shall provide all required cleaning equipment and cleaning and disinfecting solution/compounds. Material Safety Data Sheets shall be provided to the City for their records.

e. Contractor shall complete appropriate sections of daily inspection reports as provided by the City. These sections include:

- ❖ Time serviced
- ❖ Serviced by
- ❖ Initials legend

3. **CITY'S RESPONSIBILITIES**

a. Shall supply the Contractor with two (2) sets of keys for each site.

b. Shall supply names and phone numbers of contact persons to report problems noted in restrooms.

c. Shall supply paper products (toilet tissue & paper towels), liquid hand soap and

d. serviceable dispensers for these items.

4. DETAILED LISTING OF SERVICES REQUIRED

a. Sweep floor each visit.

b. Wet mop tiled floors using a disinfectant cleaner each visit

c. Wash down cement - floors using a disinfectant cleaner each visit. Leaving no standing water.

d. Clean and disinfect all sinks, commodes, and urinals each visit.

e. Clean and disinfect any soiled areas on walls, partitions, grab bars, ledges, doors, etc. each visit.

f. Clean mirrors each visit

g. Clean out - floor channels/drain areas each visit.

h. Clean and disinfect drinking fountains each visit.

i. Polish stainless- steel surfaces weekly.

j. Empty all interior and exterior waste receptacles each visit and replace liners. There are dumpsters and/or large trash receptacles available at each facility for disposal.

k. Refill toilet-tissue, paper towel and liquid soap dispensers each visit.

l. Police or sweep outside entrances each visit.

m. When finished cleaning, doors/gates should be left as they are found, i.e. locked/unlocked.

n. When finished cleaning, doors/gates should be left as they are found, i.e. locked/unlocked.

o. In special circumstances, such as severe plumbing blockages or incidents of vandalism, the Contractor shall promptly report the issue to the Facilities Manager for further instruction and coordination.

p. The cleaning conditions and task requirements described above apply equally under both the **Three-Day Service Schedule** and the **Seven-Day Service Schedule**. All tasks must be performed at the specified frequency and in accordance with the quality standards described in this section.

5. SERVICE SCHEDULES AND FREQUENCY

- **Three-Day Service Schedule:** Twice daily on Fridays, Saturdays, and Sundays (a total of 156 service days per year), plus the same level of service on all recognized public holidays, regardless of day of the week.

- **Seven-Day Service Schedule:** At the City's discretion and subject to budget, the City may choose to award and implement a full seven-day-per-week service, which also includes all recognized public holidays, at the same frequency and quality standards.

- **Bidders are asked to provide pricing for both the Three-Day Service Schedule and the Seven-Day Service Schedule as specified in the Bid**

- **Response Form. See Required Forms, Section V.** Failure to submit pricing for both schedules may result in the bid being deemed **non-responsive.**

- Both schedules require services to be performed twice daily at each location, at the times specified in the cleaning schedule, and to the same quality standards.

- Pricing for both service schedules will be evaluated as described in **Section III, Item 6**.

6. CLEANING SUPPLIES

We have determined the following items to be the best overall cleaning products and are also recommended by our Risk Management.

- Simonize “Pinequat” all -purpose cleaner/disinfectant
- Simonize “Full Strength” toilet bowl & urinal cleaner
- Simonize “Stainless Steel Polish”
- Simonize “Glass Cleaner”

7. SERVICE SITES AND LOCATION DESCRIPTION

SITE NAME	LOCATION DESCRIPTION
Maravilla Park	Located at Oleander and Maple
Rotary Park	Located at South 23rd and Virginia Avenue
South 29th Street Park	Located at South 29th and Quincy Avenue
Dreamland Park	Located at South 25th and Citrus Avenue.
Pioneer Park	Located at North 29th Street and Avenue M.
10th Street / Linear Park	Located at 10th Street and Avenue C.
Pinewood Park	Located at South U.S 1 on the northwest corner of U.S 1 and Hayes Road.
Library Restroom	Located downtown at 200 N. Indian River Drive.
Black Pearl Boat Ramp	Located on the northeast corner of South Indian River Drive and Seaway Drive.
South Causeway Park	Located at South AIA and northeast side of South Bridge.
South Jetty Park	Located at northeast end of Seaway Drive and South A1A

South Beach Park	Located at South A1A and Crestview Drive
Kimberly Bergalis Park	Located between the 100th to 199th block of South Ocean Drive.
Jaycee Park (1 & 2)	Located at South A1A and Melaleuca Drive. One set is on the East side near the pickleball courts. One set of men's and women's restrooms on the West side near the playground.
Surfside Park	Located on the 200th block of South Ocean Drive.

8. RESTROOM SPECIFICATIONS

SITE NAME	MEN'S RESTROOM SPECIFICATIONS	WOMEN'S RESTROOM SPECIFICATIONS
Maravilla Park	**140 sq ft** 1 sink, 1 toilet, 1 ADA stall	**140 sq ft** 1 sink, 1 toilet, 1 ADA stall
Rotary Park	**42 sq ft** 1-stall and 1 sink	**42 sq ft** 1-stall and 1 sink
South 29th Street Park	**50 sq ft** 1 toilet, 1 sink	**50 sq ft** 1 toilet, 1 sink
Dreamland Park	**100 sq ft** 1-ADA stall, 1-urinal, and 1-sink.	**100 sq ft** 1- ADA stall, 1- standard stall, and 1- sink.
Pioneer Park	**56 sq ft** 1 sink, 1 urinal, 1 toilet	**56 sq ft** 1 sink, 1 toilet
10th Street / Linear Park	**72 sq ft.** 1 sink, 1 toilet	**72 sq ft** 1 sink, 1 toilet
Pinewood Park	**125 sq ft** 1- toilet, 1- urinal, and 1-sink.	**125 sq ft** 2- stalls, and 1-sink.
Library Restroom	**224 sq ft** 1- ADA stall w/sink, 2-standard stall, 3- urinals, and 3-sinks.	**224 sq ft** 1 ADA stall w/sink, 4-standard stalls, and 3-sinks.
Black Pearl Boat Ramp	**54 sq ft** 1- toilet, and 1- sink.	**54 sq ft** 1- toilet, and 1- sink.
South Causeway Park	**176 sq ft** 1-ADA stall w/sink, 1-standard stall, 2- urinals, and 1- sink.	**176 sq ft** 1-ADA stall w/sink, 3-standard stalls, and 1- sink.
South Jetty Park	**240 sq ft** 1-ADA stall w/sink, 3 -standard stall, 2- urinals, and 3- sink.	**240 sq ft** 1-ADA stall w/sink, 5-standard stalls, and 3-sinks.

South Beach Park	**396 sq ft** 1- ADA stall w/sink, 1- standard stall, 2- urinals, and 2- sinks.	**396 sq ft** 1-ADA stall w/sink, 5- standard stalls, and 2- sinks.
Kimberly Bergalis Park	**176 sq ft** 1-ADA stall w/sink, 2- urinals, and 1- sink.	**176 sq ft** 1- ADA stall w/sink, 3- standard stalls, and 2- sinks.
Jaycee Park (1)	**256 sq ft** 1-ADA stall w/sink, 3- standard stalls, 2- urinals, and 3- sinks.	**256 sq ft** 1-ADA stall w/sink, 5- standard stalls, and 3- sinks.
Jaycee Park (2)	**256 sq ft** 1-ADA stall w/sink, 3- standard stalls, 2- urinals, and 3- sinks.	**256 sq ft** 1-ADA stall w/sink, 5- standard stalls, and 3- sinks.
Surfside Park	**42 sq ft** 1- toilet, and 1- sink	**42 sq ft** 1- toilet, and 1- sink

9. RESTROOM CLEANING SCHEDULE

PARK	TIME OF CLEANINGS	NO. OF WEEKLY CLEANINGS
Maravilla Park	**6:00 AM and 11:00 AM**	**3 Days a Week**
Rotary Park	**6:30 AM and 11:30 AM**	**3 Days a Week**
South 29th Street Park	**7:00 AM and 12:00 PM**	**3 Days a Week**
Dreamland Park	**7:30 AM and 12:30 PM**	**3 Days a Week**
Pioneer Park	**8:00 AM and 1:00 PM**	**3 Days a Week**
10th Street / Linear Park	**8:30 AM and 1:30 PM**	**3 Days a Week**
Pinewood Park	**9:00 AM and 2:00 PM**	**3 Days a Week**
Library Restroom	**9:30 AM and 2:30 PM**	**3 Days a Week**
Black Pearl Boat Ramp	**6:00 AM and 2:30 PM**	**3 Days a Week**
South Causeway Park	**6:30 AM and 4:00 PM**	**3 Days a Week**
South Jetty Park	**7:00 AM and 5:00 PM**	**3 Days a Week**
South Beach Park	**7:30 AM and 3:00 PM**	**3 Days a Week**
Kimberly Bergalis Park	**8:00 AM and 3:30 PM**	**3 Days a Week**
Jaycee Park (1)	**8:30 AM and 4:30 PM**	**3 Days a Week**
Jaycee Park (2)	**9:00 AM and 4:30 PM**	**3 Days a Week**
Surfside Park	**9:30 AM and 5:00 PM**	**3 Days a Week**

10. HOLIDAY COVERAGE

The contractor shall provide janitorial cleaning services on all recognized public holidays, regardless of the standard cleaning schedule, to ensure park restroom facilities remain serviced when City of Fort Pierce Public Works employees are not scheduled to work. The City typically observes, but is not limited to, the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth National Independence Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

10.1 Holiday service will include:

- Completion of all cleaning tasks as outlined in **Section IV, Item 4** ("Detailed Listing of Services Required"), performed to the same standards as regular service days.

- Service at all locations listed in **Section IV.**

- Cleaning times remain the same as above.

- The contractor is responsible for ensuring proper staffing, supplies, and supervision to maintain uninterrupted service during holidays. This coverage is critical to maintaining cleanliness and public access to restroom facilities when City personnel are unavailable due to the City's holiday schedule.

11. COMPENSATION / BILLING / INVOICING

All invoices must contain the Purchase Order number, the required identification information, and reflect the Contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the consultant for correction and resubmission. Consultants shall not perform any service or provide products until they have issued an approved Purchase Order. Service invoices shall be billed monthly at the contracted rate per service of the services performed per the scope-of-work.

SECTION V
REQUIRED FORMS

SUMMARY OF REQUIRED FORMS

Form No. 1 – Drug Free Workplace Certification (1 page)
The form may be used as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with your BID package. If your company has a Program, sign and return the form.

Form No. 2 – Non-Collusive Form (1 page)
Each bidder shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid form.

Form No. 3 – Public Entity Crimes (3 pages)
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form No. 4 – E-Verify Affidavit (1 page)
Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term

Form No. 5 – Scrutinized Companies Certification (1 page)
Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form No. 6 – Affidavit Regarding the Use Coercion for Labor / Services (2 pages)
Pursuant to the Bill, Section 787.06(13), Florida Statutes, now 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.

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that ____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

____

Bidder's Signature

____

Date

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF_____________________________________

COUNTY OF ___________________________________

____________________________________, being first duly sworn, deposes and says:

That he is ____
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

____
(Firm Name)

By: ______________________________________

Title:______________________________________

Subscribed and sworn to before me this __________

day of , ___________________________________2023.

____
Notary Public

My Commission expires: (Seal)

____

PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by ________City of Fort Pierce__________________
(Print name of the public entity).
by____
(Print individual's name and title)
for____

whose business address is____

(If applicable) its Federal Employer Identification Number (FEIN) is_________________

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
    a. A predecessor or successor of a person convicted of a public entity crime: or

    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person.

A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

______ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

______ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

______ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (**Attach a copy of the final order**)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

____
(Signature)

____
(Date)

STATE OF ______________________________

COUNTY OF______________________________

PERSONALLY APPEARED BEFORE ME, the undersigned authority__________________________
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day__________________________ of ________________________ , 20____.

____
(NOTARY PUBLIC)

My Commission Expires: ______________________

E-VERIFY
AFFIRMATION STATEMENT

Description: City Park Restroom Cleaning

Pursuant to Section 448.095, Florida Statutes, Contractor/Bidder/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Bidder/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Bidder/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Bidder/Responder enters into a contract with a subcontractor, Contractor/Bidder/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Bidder/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Bidder/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Bidder/Bidder Company Name: ____________________________________

Authorized Company Person's Signature: ____________________________________

Authorized Company Person's Title: ____________________________________

Date: ____________________________________

STATE OF FLORIDA
COUNTY OF ____________________________
Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this ___ day of ________________, 20____ by __________________________, who is

☐ personally known or ☐ produced identification (ID produced: ______________________________).

Signature: ________________________________ (Seal)

NOTARY PUBLIC

My Commission Expires: ____________________

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name:____

Respondent's Authorized Representative Name and Title: ______________________________

____

Address:____

City: ____________________________ State: ________________ Zip: _________________

Phone Number: __________________________ Respondent FEIN:________________________

Email Address: ____

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.,

Certified By:____

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title:____

____

Date:______________________________________

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: ____

Authorized Representative's Name and Title: _______________________________________

Address: ____

City:___________________________ State:______________________ Zip Code:___________

Phone Number: ___________________________ Email Address:__________________________

Section 787.06(14), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:__________________________ ________________________________ ______________
Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF ______________________

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization

this ____ day of _________________, 20____ by _____________________________, who is

☐ personally known or
☐ produced identification (ID produced: _______________________________________).

Notary Public Signature: ____ (Seal)

Print Name: ________________________________

My Commission Expires_______________________

REFERENCES

BID NO. 2026-004
CITY PARK RESTROOM CLEANING

Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	
Contact Person & Title	
Email Address	
Phone No.	
Company Name	
Mailing Address	
City, State, Zip	
Type of commercial work contracted	

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ......
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X

BID RESPONSE FORM

Bid Item	**CITY PARK RESTROOM CLEANING**		
Bid Number	**2026-004**	**Due Date & Time**	**3:00 PM, TUESDAY, OCTOBER 28, 2025**

The bidder agrees to provide professional janitorial cleaning services for the City of Fort Pierce, specifically for the park and facility restrooms listed in this solicitation, in full accordance with the specifications set forth in **Section IV – Statement of Work** and at the prices entered below. The bidder shall furnish all necessary labor, supervision, equipment, tools, and cleaning supplies, and shall be fully responsible for the delivery and maintenance of the required cleaning services.

Bidders must provide unit pricing for each service site under both the Three-Day Service Schedule and the Seven-Day Service Schedule, as reflected in the table below.

Unit Pricing – By Cleaning Schedule

Site Name	Location	Three-Day Service Schedule (Unit Price Per Service)	Seven-Day Service Schedule (Unit Price Per Service)
Maravilla Park	Oleander Avenue and Maple Avenue	$	$
Rotary Park	South 23rd and Virginia Avenue	$	$
South 29th Street Park	South 29th and Virginia Avenue	$	$
Dreamland Park	South 25th Street and Citrus Avenue	$	$
Pioneer Park	North 29th Street and Avenue M	$	$
10th Street / Linear Park	10th Street and Avenue C	$	$
Pinewood Park	South US-1 and Hayes Road	$	$
Library Restroom	200 N. Indian River Drive	$	$
Black Pearl Boat Ramp	South Indian River Drive and Seaway Drive	$	$
South Causeway Park	South A1A and Northeast side of South Bridge	$	$

South Jetty Park	Seaway Drive and South A1A.	$	$
South Beach Park	South A1A and Crestview Drive	$	$
Kimberly Bergalis Park	Between the 100 and 199 Block of South Ocean Drive	$	$
Jaycee Park 1	South A1A and Melaleuca Drive	$	$
Jaycee Park 2	South A1A and Melaleuca Drive	$	$
Surfside Park	200 Block of South Ocean Drive	$	$
	Unit Price Per Service Totals	$	$

Holiday Coverage Pricing

Site Name	Location	Unit Price Per Service x 2 Services per Day	10 Est. Holidays	Total
Maravilla Park	Oleander Avenue and Maple Avenue	$	**10**	$
Rotary Park	South 23rd and Virginia Avenue	$	**10**	$
South 29th Street Park	South 29th and Virginia Avenue	$	**10**	$
Dreamland Park	South 25th Street and Citrus Avenue	$	**10**	$
Pioneer Park	North 29th Street and Avenue M	$	**10**	$
10th Street / Linear Park	10th Street and Avenue C	$	**10**	$
Pinewood Park	South US-1 and Hayes Road	$	**10**	$
Library Restroom	200 N. Indian River Drive	$	**10**	$
Black Pearl Boat Ramp	South Indian River Drive and Seaway Drive	$	**10**	$
South Causeway Park	South A1A and Northeast side of South Bridge	$	**10**	$

South Jetty Park	Seaway Drive and South A1A.	$	**10**	$
South Beach Park	South A1A and Crestview Drive	$	**10**	$
Kimberly Bergalis Park	Between the 100 and 199 Block of South Ocean Drive	$	**10**	$
Jaycee Park 1	South A1A and Melaleuca Drive	$	**10**	$
Jaycee Park 2	South A1A and Melaleuca Drive	$	**10**	$
Surfside Park	200 Block of South Ocean Drive	$	**10**	$
		TOTAL - HOLIDAY COVERAGE		**$**

BID PRICE TOTALS

Using your **Unit Price Per Service Totals** for each schedule from the **Unit Pricing – By Cleaning Schedule** table, and your **Holiday Coverage Total** from the **Holiday Coverage Pricing** table, calculate the total bid prices for each service schedule below. Please note for evaluation purposes, the City will apply a standard estimate **of ten (10) recognized public holidays per year**, each requiring **two (2) cleanings per day.**

BID PRICE FOR THREE-DAY SERVICE SCHEDULE		
Calculation Step	**Formula**	**Amount ($)**
Base Service Total	**(Unit Price Per Service Total for Three-Day Service Schedule) x 156 Regular Service Days x 2 Cleanings Per Day**	**$**
Holiday Coverage Total	**(Total of Holiday Coverage Pricing Table)**	**$**
Total Bid Price – Three-Day Service Schedule		**$**

BID PRICE FOR SEVEN-DAY SERVICE SCHEDULE		
Calculation Step	**Formula**	**Amount ($)**
Base Service Total	**(Unit Price Per Service Total for Seven-Day Service Schedule) x 355 Regular Service Days x 2 Cleanings Per Day**	**$**
Holiday Coverage Total	**(Total of Holiday Coverage Pricing Table)**	**$**
Total Bid Price – Seven-Day Service Schedule		**$**

VENDOR INFORMATION

Vendor Name: ______________________________

Address: ______________________________

City, State, Zip Code: ______________________________

Email Address: ______________________________

Typed Name & Title: ______________________________

Signature: ____________________ **Date:** ____________________

Telephone No.: ____________________ **Fax No.:** ____________________

(*Remit To:

____

____

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	
Asian Pacific	
Hispanic	
Native American	
Small Business	
Women Owned	
Small Disadvantage Business	

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Did you read the bid/proposal document in its entirety?		
Are you registered on Demandstar to receive addendums?		
Is the Bidder Acknowledgement Cover Page (page 1) completed, signed and attached?		
Have you made sure your corporate address matches your Sunbiz information?		
Have you checked your submission for proper organization?		
Are you in compliance with the page limitations?		
Have all areas of the bid forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable? Did you include all the forms detailed in Section III and Section V?		
Included proof of proper insurance and licensing as stated in bid documents.		
Are you in compliance with the submission methods listed in Section III, "Instruction to Bidders"?		

PLEASE SIGN AND RETURN WITH BID____

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

TO: Richard Stauffer, Public Works Facility Manager

FROM: Madison White, Purchasing Agent Madison White

SUBJECT: Bid No. 2026-004 – City Park Restroom Cleaning

DATE: November 3, 2025

On August 13, 2025, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on October 10 and October 17, 2025, with a scheduled opening at 3:00 PM on October 28, 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 are the **Tabulation Sheet** and the **Submittal Response Checklist** for the above referenced bid. 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 534 vendors. Thirty-six (36) vendors requested specifications with Twenty-one (21) responding (58.33%) plus 0 “No Bid” (58.33% total response).

Please note: The apparent low bidder, **Green Facility, Inc.**, appears to have calculated their total incorrectly. Based on the figures submitted, Purchasing is unable to accurately verify the intended unit price or extended total. Clarification will be required before any award recommendation is made.

The following firms were deemed non-responsive for failing to submit a proposal that fully confirms in all material respects to the bid and all of its requirements, including requirements as to form and substance:

- **Angel Cleaning Services of the Treasure Coast LLC** – Failure to provide Certificate of Insurance.
- **Community Cleaning Services & Associates Inc.** – Provided a waiver of Exemption from Worker’s Compensation Insurance. We do not accept this.
- **Excellence Alliance Cleaning LLC –** Failure to provide Certificate of Insurance.
- **JUD SOLUTIONS LLC –** They didn’t include attachments with their Demandstar submission.
- **Klen Space, Inc. –** Failure to provide Certificate of Insurance.
- **L & L Group Services, LLC –** Failure to provide Certificate of Insurance.
- **Sage Services** – Failure to submit the Non-Collusion Affidavit.

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 **December 29, 2025**, which is the expiration date of the bid and responses.

/mw

cc: Jason Atkinson, Public Works Director
Johnna Morris, Finance Director
File

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**CITY PARK RESTROOM CLEANING**
BID NUMBER:	**2026-004**
OPENING DATE:	10/28/25 at 3:00 P.M.
RECOMMENDED AWARD:	Pending

RESPONSE
21 of 36 = 58.33%
0 "No Bids"
Total = 58.33%

"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	HOLIDAY COVERAGE (2 SERVICES PER DAY X 10 DAYS)	TOTAL BID PRICE 3-DAY SERVICE SCHEDULE	TOTAL BID PRICE 7-DAY SERVICE SCHEDULE
2nd Mile M.C. LLC *Palm Bay, FL*	$4,580.00	$87,884.00	$167,170.00
Angel Cleaning Services of the Treasure Coast LLC *Fort Pierce, FL*	$8,780.00 NON-RESPONSIVE	$135,764.00 NON-RESPONSIVE	$255,150.00 NON-RESPONSIVE
Bocicot Cleaning Service, LLC *Port Saint Lucie, FL*	$8,217.00	$124,749.00	$233,624.25
City Wide Facility Solutions *Stuart, FL*	$4,800.00	$77,184.00	$163,840.00
Clean Space LLC *Coral Springs, FL*	$6,560.00	$57,889.52	$122,104.88

Community Cleaning Services & Associates Inc. *Port Saint Lucie, FL*	$5,772.00 **NON-RESPONSIVE**	$50,793.60 **NON-RESPONSIVE**	$108,225.00 **NON-RESPONSIVE**
Contractor's Enterprises Inc *Tallahassee, FL*	$4,800.00	$79,680.00	$175,200.00
Excellence Alliance Cleaning LLC *Delray Beach, FL*	$29,280.00 **NON-RESPONSIVE**	$253,530.00 **NON-RESPONSIVE**	$292,975.00 **NON-RESPONSIVE**
Green Facility, Inc *Coral Springs, FL*	$10,209.20	$15,686.86	$22,990.41
Hello Clean Please Inc *Fort Pierce, FL*	$7,040.00	$141,824.00	$291,040.00
Jani-King of Orlando *Orlando, FL*	$11,440.00	$164,944.00	$360,760.00
JUD SOLUTIONS LLC *Vero Beach, FL*	- **NON-RESPONSIVE**	$136,800.00 **NON-RESPONSIVE**	$296,000.00 **NON-RESPONSIVE**
Klen Space, Inc. *Naples, FL*	$13,120.00 **NON-RESPONSIVE**	$215,436.40 **NON-RESPONSIVE**	$193,456.00 **NON-RESPONSIVE**
L & L Group Services, LLC *Lakeland, FL*	$39,699.20 **NON-RESPONSIVE**	$156,126.05 **NON-RESPONSIVE**	$311,361.92 **NON-RESPONSIVE**
Morivalous Cleaning Inc. *Fort Pierce, FL*	$3,840.00	$63,744.00	$100,400.00
Mow It All Lawn Services LLC *Port Saint Lucie, FL*	$6,550.00	$91,258.00	$182,275.00
Multicleaning M & M Company Services LLC *Port Saint Lucie, FL*	$9,875.80	$115,506.52	$243,579.40
Padagenis Cleaning Inc. *Titusville, FL*	$25,600.00	$200,320.00	$480,000.000
Sage Services *Port Saint Lucie, FL*	$11,150.00 **NON-RESPONSIVE**	$132,792.56 **NON-RESPONSIVE**	$287,964.80 **NON-RESPONSIVE**
Southern Cleaning Service, Inc *Springville, AL*	$11,240.00	$161,624.00	$330,740.00
The Tailor Group, LLC *Fort Pierce, FL*	$19,200.00	$218,880.00	$416,800.00

Viton Landscaping LLC *Fort Pierce, FL*	$6,000.00	$80,880.00	$176,400.00

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.

DELIVER TO: **City of Fort Pierce, Purchasing Division** **Room 101** **100 North U.S. #1** **Fort Pierce, FL 34950** **MAIL TO:** **City of Fort Pierce Purchasing Division,** **Room 101** **P.O. Box 1480** **Fort Pierce, FL 34954-1480**	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Madison White, 772-467- 3102	**BID NO: 2026-004**
Pre-Qualification Conference Time & Date: **N/A**	**Bid Title: CITY PARK RESTROOM CLEANING**
Pre-Qualification Conference Location: **N/A**	**Bid Opening Location:** **City of Ft. Pierce Purchasing Division** **Room 101** **100 North U.S. #1, 1st Floor** **Ft. Pierce, Florida 34950**
Bid Due Date & Time: **3:00 PM, TUESDAY, OCTOBER 28, 2025**	**If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.**
Bidder Name: Morivalous Cleaning Inc. **Mailing Address:** 1922 N 45th St	***I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.*** X Felicia Morival **Authorized Signature (Manual)**
City, State, Zip Code: Ft.Pierce, FL 34947	**Typed or Printed Name:** Felicia Morival
Type of Entity (Select one): **Corporation** X **Partnership** ____ **Proprietorship** ____	**Title:** President
Incorporated in the State of: FL **Year:** 2014	**Delivery in** ________ **days, ARO**
Phone Number: (772)985-8475	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:** 46-5424063
E-Mail Address: fmorival@morivalous.com	**Local Business:** _X_Y __N **MWBE:** _X_Y __N
Bid Security is attached, when required, in the amount of $ ____________ **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

FORT PIERCE, FL
THE SUNRISE CITY

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that Morivalous Cleaning Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bidder's Signature

6/11/2025
Date

10/28/25

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF FLORIDA

COUNTY OF BREVARD

FELICIA MORIVAL, being first duly sworn, deposes and says:

That he is President
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Morivalous Cleaning Inc
(Firm Name)

By:

Title: President

Subscribed and sworn to before me this 11

day of , JUNE ~~2023~~. 2025

Notary Public

My Commission expires: (Seal)

10-30-27

KELLY CARDEN
Notary Public, State of Florida
Commission# HH 460036
My comm. expires Oct. 30, 2027

PUBLIC ENTITY CRIMES AFFIDAVIT
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted by City of Fort Pierce
(Print name of the public entity).

by Felicia Morival /President
(Print individual's name and title)

for Morivalous Cleaning Inc.

whose business address is 1922 N 45th St. Ft.Pierce FL 34947

(If applicable) its Federal Employer Identification Number (FEIN) is 46-5424063

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet). Required as per the IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

______ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

______ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

______ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1,1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDEN I1F1ED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FWRIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

____
(Signature)

6/11/25
(Date)

STATE OF FLORIDA

COUNTY OF BREVARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority FELICIA MORIVAL
(Name of individual signing)

Who, after first being sworn by me, affixed his/her signature in the space provided above on this

day 11 of JUNE, 2025.

(NOTARY PUBLIC)

My Commission Expires: 10/30/27

KELLY CARDEN
Notary Public, State of Florida
Commission# HH 460036
My comm. expires Oct. 30, 2027

E-VERIFY
AFFIRMATION STATEMENT

Description: City Park Restroom Cleaning

Pursuant to Section 448.095, Florida Statutes, Contractor/Bidder/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Bidder/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Bidder/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Bidder/Responder enters into a contract with a subcontractor, Contractor/Bidder/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Bidder/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Bidder/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Bidder/Bidder Company Name: Marvalous Cleaning Inc.

Authorized Company Person's Signature:

Authorized Company Person's Title: President

Date: ________________

STATE OF FLORIDA
COUNTY OF BREVARD
Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization this 11 day of JUNE, 2025 by FELICIA MORIVAL, who is

☐ personally known or ☑ produced identification (ID produced: FLDL).

Signature: Kelly (Seal)
NOTARY PUBLIC
My Commission Expires: 10-30-27

KELLY CARDEN
Notary Public, State of Florida
Commission# HH 460036
My comm. expires Oct. 30, 2027

CERTIFICTION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Morivalous Cleaning Inc.

Respondent's Authorized Representative Name and Title: Felicia Morival / President

Address: 1922 N 45th St.

City: Ft. Pierce State: FL Zip: 34947

Phone Number: (772) 985-8475 Respondent FEIN: 46-5424063

Email Address: Fmorival@morivalous.com

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

Certification:

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.,

Certified By:

who is authorized to sign on behalf of the above referenced company.

Authorized Signature Print Name and Title: Felicia Morival / President

Date: 6/11/25

CITY OF FORT PIERCE
AFFIDAVIT REGARDING THE USE COERCION FOR LABOR OR SERVICES

Vendor name: Morivalous Cleaning Inc

Authorized Representative's Name and Title: Felicia Morival / President

Address: 1922 N 45th St.

City: Fort Pierce State: FL Zip Code: 34947

Phone Number: (772) 985-8475 Email Address: Fmorival@morivalous.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: ______________________ Felicia Morival / President 6/11/25
Authorized Signature Printed Name and Title Date

Page 2 of 2
Affidavit – Use of Coercion for Labor or Services Form

STATE OF FLORIDA
COUNTY OF BREVARD

Sworn (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization

this 11 day of JUNE, 2025 by FELICIA MORIVAL, who is

☐ personally known or
☑ produced identification (ID produced: FLDL).

Notary Public Signature: Kelly Carden (Seal)

Print Name: KELLY CARDEN

My Commission Expires 10-30-27

KELLY CARDEN
Notary Public, State of Florida
Commission# HH 460036
My comm. expires Oct. 30, 2027

REFERENCES

Bid No. 2025-015
CITY PARK RESTROOM CLEANING

Contact Person & Title	Captain Kane
Email Address	Douglas.Kane@djj.state.fl.us
Phone No.	(772) 468-3940
Company Name	St. Lucie County DJJ
Mailing Address	N/A
City, State, Zip	Ft.Pierce FL 34947
Type of commercial work contracted	Commerical cleaning non-secure area.

Contact Person & Title	Tanya White
Email Address	Twhite@cityoffortpierce.com
Phone No.	(772) 467-3796
Company Name	City of Fort Pierce Public Works
Mailing Address	N/A
City, State, Zip	Ft.Pierce FL 34950
Type of commercial work contracted	Commerical Cleaning Restrooms.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Morivalous Cleaning Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ....
☐ Other (see instructions) ▶
☐ Exempt payee

Address (number, street, and apt. or suite no.) 1922 N 45th St.

Requester's name and address (optional)

City, state, and ZIP code Fort Pierce FL 34947

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number 46 : 5424063

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ 6/11/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X

Form **W-9** (Rev. 10-2007)

BID RESPONSE FORM

Commented [MW1]: Please confirm the specs I've
each site location and provide the missing details for the
facilities

Bid Item	**CITY PARK RESTROOM CLEANING**		
Bid Number	**2026-004**	**Due Date & Time**	**3:00 PM, TUESDAY, OCTOBER 28, 2025**

The bidder agrees to provide professional janitorial cleaning services for the City of Fort Pierce, specifically for the park and facility restrooms listed in this solicitation, in full accordance with the specifications set forth in **Section IV – Statement of Work** and at the prices entered below. The bidder shall furnish all necessary labor, supervision, equipment, tools, and cleaning supplies, and shall be fully responsible for the delivery and maintenance of the required cleaning services.

ommented [MW2]: Statement of Scope

Bidders must provide unit pricing for each service site under both the Three-Day Service Schedule and the Seven-Day Service Schedule, as reflected in the table below.

Unit Pricing – By Cleaning Schedule

Site Name	Location	Three-Day Service Schedule (Unit Price Per Service)	Seven-Day Service Schedule (Unit Price Per Service)
Maravilla Park	Oleander Avenue and Maple Avenue	$ 12	$ 8.50
Rotary Park	South 23rd and Virginia Avenue	$ 12	$ 8.50
South 29th Street Park	South 29th and Virginia Avenue	$ 12	$ 8.50
Dreamland Park	South 25th Street and Citrus Avenue	$ 12	$ 8.50
Pioneer Park	North 29th Street and Avenue M	$12	$ 8.50
10th Street / Linear Park	10th Street and Avenue C	$ 12	$ 8.50
Pinewood Park	South US-1 and Hayes Road	$ 12	$ 8.50
Library Restroom	200 N. Indian River Drive	$12	$ 8.50
Black Pearl Boat Ramp	South Indian River Drive and Seaway Drive	$12	$ 8.50
South Causeway Park	South A1A and Northeast side of South Bridge	$ 12	$ 8.50

South Jetty Park	Seaway Drive and South A1A.	$24	10	$240
South Beach Park	South A1A and Crestview Drive	$24	10	$ 240
Kimberly Bergalls Park	Between the 100 and 199 Block of South Ocean Drive	$24	10	$ 240
Jaycee Park 1	South A1A and Melaleuca Drive	$ 24	10	$ 240
Jaycee Park 2	South A1A and Melaleuca Drive	$ 24	10	$ 240
Surfside Park	200 Block of South Ocean Drive	$ 24	10	$ 240
		TOTAL - HOLIDAY COVERAGE		$ 3,840

BID PRICE TOTALS

Using your **Unit Price Per Service Totals** for each schedule from the **Unit Pricing – By Cleaning Schedule** table, and your **Holiday Coverage Total** from the **Holiday Coverage Pricing** table, calculate the total bid prices for each service schedule below. Please note for evaluation purposes, the City will apply a standard estimate **of ten (10) recognized public holidays per year**, each requiring **two (2) cleanings per day.**

BID PRICE FOR THREE-DAY SERVICE SCHEDULE		
Calculation Step	**Formula**	**Amount ($)**
Base Service Total	**(Unit Price Per Service Total for Three-Day Service Schedule) x 156 Regular Service Days x 2 Cleanings Per Day**	$ 59,904.00
Holiday Coverage Total	**(Total of Holiday Coverage Pricing Table)**	$ 3,840.00
Total Bid Price – Three-Day Service Schedule		$ 63,744.00

BID PRICE FOR SEVEN-DAY SERVICE SCHEDULE		
Calculation Step	**Formula**	**Amount ($)**
Base Service Total	**(Unit Price Per Service Total for Seven-Day Service Schedule) x 355 Regular Service Days x 2 Cleanings Per Day**	$ 96,560.00
Holiday Coverage Total	**(Total of Holiday Coverage Pricing Table)**	$ 3,840.00
Total Bid Price – Seven-Day Service Schedule		$ 100,400.00

REVISED
BID RESPONSE FORM

VENDOR INFORMATION

Vendor Name: Morivalous Cleaning Inc.

Address: 1922 N 45th St.

City, State, Zip Code: Ft. Pierce FL 34947

Email Address: Fmorival@morivalous.com

Typed Name & Title: Felicia Morival, President

Signature: **Date:** 6/11/25

Telephone No.: (772) 985-8475 **Fax No.:** /

(*Remit To:

Check block below for applicable minority indicator:

MINORITY	CHECK BOX
Asian Indian	
Black	✓
Asian Pacific	
Hispanic	
Native American	
Small Business	✓
Women Owned	✓
Small Disadvantage Business	✓

1, 2025

5

CITY OF FORT PIERCE

CITY PARK RESTROOM CLEANING

BID NO. 2026-004

ADDENDUM NO. 1

The purpose of this Addendum is to address inquiries submitted by potential bidders and provide clarification regarding the previous solicitation. (Bid No. 2025-015 – City Park Restroom Cleaning) The City is providing the below information for reference only. The scope, service frequency, and list of facilities have been modified since the previous solicitation, and vendors are encouraged to carefully review the current bid documents **(Bid No. 2026-004)** and provide pricing based on the updated specifications.

QUESTIONS / ANSWERS

1. **QUESTION:** What is the name of the previous contractor who held this contract?

   ANSWER: **The previous contract for City Park Restroom Cleaning services was awarded to The Tailor Group, LLC.**

2. **QUESTION:** What was the award amount or pricing that was approved for that contract?

   ANSWER: **This contract was awarded based on a total annual amount of $48,360.00. Please note that the current solicitation, Bid No. 2026-004 – City Park Restroom Cleaning, includes an expanded scope of work, adding additional restroom facilities and requesting pricing for two service schedules (3-day Service Schedule and 7-day Service Schedule). Therefore, prior pricing is not directly comparable to this bid.**

Signature: Feli Mari
Manual

Signature: Felicia Morival
Typed or Printed

Company Name: Morivalous Cleaning Inc.

Address: 1922 N 45th St.
Ft. Pierce, FL 34947

Date: 10/28/25

/mw

17. **QUESTION:** Please provide the current contract pricing for this scope of work, including both: Three-Day Service Schedule and Seven-Day Service Schedule.

ANSWER: **Please refer to the response to question No. 2 of this Addendum for a list of the facilities currently serviced by the contractor and the corresponding price per cleaning. The contractor is presently providing services on a three-day-per-week schedule only for the facilities listed under question No. 2.**

18. **QUESTION:** Where will daily inspection reports (referenced in Section IV, Item 2e) be stored or submitted for City review?

ANSWER: **There will be a cork board mounted on the wall or on the back of the chase/closet door.**

19. **QUESTION:** Section IV, Item 6 lists preferred Simoniz cleaning products recommended by Risk Management. Are alternative equivalent cleaning products permitted with prior City approval and submission of SDS sheets?

ANSWER: **Yes, with prior approval of the project manager.**

20. **QUESTION:** How many City staff members currently service these locations under the existing contract or arrangement?

ANSWER: **2 to 4 City employees clean and/or maintain the restrooms Monday through Thursday.**

All other conditions of this bid remain the same.

Signature:____________________
Manual

Signature: Felicia Morival
Typed or Printed

Company Name: Morivalous Cleaning Inc.

Address: 1922 N 45th St.
Ft. Pierce FL 34947

Date: 10/28/25

/mw

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY
P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2025 - 2026

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #5 Receipt #1015917

Type of business 7299 MISC/PUBLIC SERVICE Expires SEPTEMBER 30, 2026

DBA name

Business: Morivalous Cleaning, INC.

Mailing address: Morivalous Cleaning, INC.
1922 N 45th Street
Fort Pierce, Fl 34947

Business location: 1922 N 45th Street
Fort Pierce, Fl 34947
GOOD FOR THIS LOCATION ONLY

RENEWAL

City of Fort Pierce

P14000032497

Original tax: $15.10
Penalty:
Collection cost:
Total: $15.10

Paid 08/13/2025 15.10 0025-20250813-056375

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Morivalous Cleaning, INC.
1922 N 45th Street
Fort Pierce, Fl 34947

State of Florida
Department of State

I certify from the records of this office that MORIVALOUS CLEANING, INC. is a corporation organized under the laws of the State of Florida, filed on April 10, 2014, effective April 9, 2014.

The document number of this corporation is P14000032497.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on April 30, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-eighth day of October,
2025

Secretary of State

Tracking Number: 6327833520CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Jerger Insurance and Financial Service LLC
805 Virginia Ave Ste 9
Fort Pierce, Florida 34982

CONTACT NAME: Gregory L Jerger
PHONE (A/C, No, Ext): 772-468-6636
FAX (A/C, No): 772-828-3864
E-MAIL ADDRESS: info@jergersinsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Century Surety Company	36951
INSURER B :	Mt hawley Insurance Company	37974
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Morivalous Cleaning Inc
601 S 21st Street
Fort Pierce, Florida 34950-6247

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	☒ COMMERCIAL GENERAL LIABILITY	Y	Y	CCP-1316879	04/30/2025	04/30/2026	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	☐						MED EXP (Any one person)	$ 5,000
	☐						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	☒ POLICY ☒ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	☐ ☐							$
B	☒ UMBRELLA LIAB ☒ OCCUR			CCP-1316879	04/30/2025	04/30/2026	EACH OCCURRENCE	$ 5,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED ☐ RETENTION $						Prod/Comp Operations	$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Morivalous Cleaning Inc 601 N 21st Street, Fort Pierce, Florida 34950 1922 N 45th Street Fort Pierce, Florida 34947 ia a Janitorial Service Business.

CERTIFICATE HOLDER

City of Fort Pierce/Public Works Department
Attn: Purchasing Division
P.O. Box 1480
Fort Pierce FL 34954-1480

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/25/2025

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PRODUCER
Kretschmer Insurance Agency, Inc.
PO Box 12519

Fort Pierce FL 34979

CONTACT NAME: Angela Lee
PHONE (A/C, No, Ext): (772) 467-6656
FAX (A/C, No):
E-MAIL ADDRESS: lisa@kretschmerinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Infinity Assurance Insurance C	39497
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Morivalous Cleaning Inc

1922 N 45th St

Fort Pierce FL 34947
(772) 985-8475

COVERAGES

LC **CERTIFICATE NUMBER:** Cert ID 16109 (3) **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ 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 	$ $ $ $ $ $ $
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ ☐	Y		50008290502	01/10/2025	01/10/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
								$ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CORE Construction Services of Florida, LLC (Contractor) • Owner's Name (Owner) • Any other required Additional Insured • Architect • Owner's Agent. SBSLC-Westwood HS Replacement CORE Project No: 23-01-001 its officers, officials, employees and volunteers(Owners) are covered as additional insured when required by written contract for Commercial Auto. Coverage afforded by the COMMERCIAL Auto is primary and non-contributory in favor of the additional insured per written contract.

CERTIFICATE HOLDER

CORE Construction Services of Florida LLC

8027 Cooper Creek Blvd
Suite 110
University Park FL 34201

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
Angela Lee

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/13/2025

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PRODUCER

Automatic Data Processing Insurance Agency, Inc.

1 Adp Boulevard
Roseland NJ 07068

CONTACT NAME: Automatic Data Processing Insurance Agency, Inc.
PHONE (A/C, No, Ext): 1-800-524-7024
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance Company, Inc.	42376
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED Morivalous Cleaning Inc

1401 Higbey St Se

Palm Bay FL 32909

COVERAGES **CERTIFICATE NUMBER:** 4309683 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐						MED EXP (Any one person)	$
	☐						PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	☐ ☐							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	TWC4624645	05/01/2025	05/01/2026	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate of insurance includes a Waiver of Subrogation in favor of the certificate holder.

CERTIFICATE HOLDER

Core Construction Services of Florida
8027 Cooper Creek Blvd Ste 110

University Park FL 34201

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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Insurance requirements

Morivalous Cleaning currently posses all the requirements for insurance. I have include current COI's and if we win bid we will have the Certificate holder information updated to

Certificate Holder

City of Fort Pierce/Public Works Department

Attn: Purchasing Division

P.O. Box 1480

Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability

City of Fort Pierce/Public Works Department and their members, officials, officers and employees.

These are to show proof of current insurance and we do meet your requirements.

Thank you for your consideration

Felicia Morival
10/28/25
Morivalous Cleaning President

CITY OF FORT PIERCE CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:

	YES	NO
Did you read the bid/proposal document in its entirety?	✓	
Are you registered on Demandstar to receive addendums?	✓	
Is the Bidder Acknowledgement Cover Page (page 1) completed, signed and attached?	✓	
Have you made sure your corporate address matches your Sunbiz information?	✓	
Have you checked your submission for proper organization?	✓	
Are you in compliance with the page limitations?	✓	
Have all areas of the bid forms and related documents been signed off by and authorized agent of the company and / or witnessed / notarized where applicable? Did you include all the forms detailed in Section III and Section V?	✓	
Included proof of proper insurance and licensing as stated in bid documents.	✓	
Are you in compliance with the submission methods listed in Section III, "Instruction to Bidders"?	✓	

PLEASE SIGN AND RETURN WITH BID____________________________

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: 11/19/25

RECOMMENDATION FOR AWARD

Solicitation No: Bid No. 2025-004

Solicitation Title: City Park Restroom Cleaning

Solicitation Advertisement: October 10, 2025

Solicitation Due Date: October 28, 2025

Award Authority: ☑ **City Commission** ☐ **City Manager** ☐ **Purchasing Manager**
☐ **Director of Finance** ☐ **Planning Board** ☐ **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From: Richard Stauffer, Facilities Division Manager

Through: Jason Atkinson, Public Works Director

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: Morivalous

Initial Term Amount: $100,400.00

Contract Terms, if applicable: 1 Year with 2 x 1-Year Renewal Options

Award is based on the following concurrence (s):

Bid No. 2026-004 was issued for restroom cleaning. The bid was sent out to 534 vendors. Out of the 534 vendors, 36 vendors requested specifications, and 21 vendors responded. One of the bids had their totals calculated incorrectly, and they were considered to be much higher than the lower bids due to their written unit pricing. The lowest bidder was Morivalous with a bid of $100,400. The second lowest bid was Clean Space with a bid of $122,104.88. After careful review of the lowest bid, it was determined that Morivalous was the lowest and most responsive bidder. The price for 7 days per week service (including holidays) is lower than what we currently pay for 3-day (Friday, Saturday, Sunday) service. We also have worked with this vendor in the past, and we believe they will do a great job for the city. We request they be awarded the bid.

THE SUNRISE CITY
FORT PIERCE
PURCHASING DEPARTMENT
Florida

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**CITY PARK RESTROOM CLEANING**
BID NUMBER:	**2026-004**
OPENING DATE:	10/28/25 at 3:00 P.M.
RECOMMENDED AWARD:	Pending

RESPONSE
21 of 36 = 58.33%
0 "No Bids"
Total = 58.33%

"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	HOLIDAY COVERAGE (2 SERVICES PER DAY X 10 DAYS)	TOTAL BID PRICE 3-DAY SERVICE SCHEDULE	TOTAL BID PRICE 7-DAY SERVICE SCHEDULE
2nd Mile M.C. LLC *Palm Bay, FL*	$4,580.00	$87,884.00	$167,170.00
Bocicot Cleaning Service, LLC *Port Saint Lucie, FL*	$8,217.00	$124,749.00	$233,624.25
City Wide Facility Solutions *Stuart, FL*	$4,800.00	$77,184.00	$163,840.00
Clean Space LLC *Coral Springs, FL*	$6,560.00	$57,889.52	$122,104.88

Contractor's Enterprises Inc *Tallahassee, FL*	$4,800.00	$79,680.00	$175,200.00
Green Facility, Inc *Coral Springs, FL*	**$10,209.20**	**$15,686.86**	**$22,990.41**
Hello Clean Please Inc *Fort Pierce, FL*	$7,040.00	$141,824.00	$291,040.00
Jani-King of Orlando *Orlando, FL*	$11,440.00	$164,944.00	$360,760.00
Morivalous Cleaning Inc. *Fort Pierce, FL*	**$3,840.00**	**$63,744.00**	**$100,400.00**
Mow It All Lawn Services LLC *Port Saint Lucie, FL*	$6,550.00	$91,258.00	$182,275.00
Multicleaning M & M Company Services LLC *Port Saint Lucie, FL*	$9,875.80	$115,506.52	$243,579.40
Padagenis Cleaning Inc. *Titusville, FL*	$25,600.00	$200,320.00	$480,000.000
Southern Cleaning Service, Inc *Springville, AL*	$11,240.00	$161,624.00	$330,740.00
The Tailor Group, LLC *Fort Pierce, FL*	$19,200.00	$218,880.00	$416,800.00
Viton Landscaping LLC *Fort Pierce, FL*	$6,000.00	$80,880.00	$176,400.00

NON-RESPONSIVE RESPONDENTS

VENDOR NAME	HOLIDAY COVERAGE (2 SERVICES PER DAY X 10 DAYS)	TOTAL BID PRICE 3-DAY SERVICE SCHEDULE	TOTAL BID PRICE 7-DAY SERVICE SCHEDULE
Angel Cleaning Services of the Treasure Coast LLC *Fort Pierce, FL*	$8,780.00	$135,764.00	$255,150.00
Community Cleaning Services & Associates Inc. *Port Saint Lucie, FL*	$5,772.00	$50,793.60	$108,225.00
Excellence Alliance Cleaning LLC *Delray Beach, FL*	$29,280.00	$253,530.00	$292,975.00
JUD SOLUTIONS LLC *Vero Beach, FL*	-	$136,800.00	$296,000.00
Klen Space, Inc. *Naples, FL*	$13,120.00	$215,436.40	$193,456.00
L & L Group Services, LLC *Lakeland, FL*	$39,699.20	$156,126.05	$311,361.92
Sage Services *Port Saint Lucie, FL*	$11,150.00	$132,792.56	$287,964.80

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CHECK THE CITY'S WEBSITE, https://www.cityoffortpierce.com/223/Agendas-Minutes or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD.

City Commission Regular Meeting - 5:05 PM **12. A.**

Meeting Date: 12/01/2025

Re: CDBG 2024 Consolidated Annual Performance and Evaluation Report (CAPER)

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

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SUBJECT:

Presentation and Public Hearing of the 2024 Consolidated Annual Performance and Evaluation Report (CAPER).

SUMMARY:

The 2024 Consolidated Annual Performance and Evaluation Report (CAPER) is provided to the U.S. Department of Housing and Urban Development (HUD), on the activities carried out by the City of Fort Pierce. The report is presented to the City Commission and its residents for public comment and review.

RECOMMENDATION:

Accept the Consolidated Annual Performance Evaluation Report.

ALTERNATIVES:

Staff shall proceed as directed by the Commission.

RESPONSIBLE STAFF:

Grants Administration Division

COORDINATED WITH:

The Finance Department

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2024 -2025
Account: 1039000

OTHER INFORMATION:

Consent for the final submission of the 2024 CDBG - Consolidated Annual Performance Evaluation Report (CAPER)

Budgeted Y/N: N
Fiscal Year: 2024 -2025
Account: 1039002

OTHER INFORMATION:

Approval for the submission of the **Consolidated Annual Performance Evaluation Report (CAPER)** for the **2024 Program Year** to the **U.S. Department of Housing and Urban Development (HUD)**.

Attachments

2024 Consolidated Annual Performance Evaluation Report

2024 Consolidated Annual Performance Evaluation Report - Presentation

Public Notice for 2024 Consolidated Annual Performance Evaluation Report (CAPER) - Proof of Publication

City Attorney Memorandum

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	11/24/2025 04:17 PM
City Manager	Richard Chess	11/24/2025 05:21 PM
Form Started By: Donnella Clarke		Started On: 10/31/2025 02:55 PM
Final Approval Date: 11/24/2025		

FORT PIERCE, FL
THE SUNRISE CITY

2024 Consolidated Annual Performance and Evaluation Report (CAPER)

City of Fort Pierce Grants Administration Division 100 North U.S. Hwy. 1

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)
This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(a)
Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
1A Expand and Improve Public Infrastructure	Non-Housing Community Development	CDBG: $93,989	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted		0	0.00%	2	1	50.00%
1B Improve Access to Public Facilities	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0	0.00%	0	0	0.00%
2A Housing Rehabilitation	Affordable Housing	CDBG: $170,000	Homeowner Housing Rehabilitated	Household Housing Unit	0	0	0.00%	6	4	66.66%
2B Affordable Housing Opportunity	Affordable Housing	CDBG: $	Homeowner Housing Added	Household Housing Unit	0	0	0.00%	0	0	0.00%

3A Provide Supportive Services for Special Needs	Non-Housing Community Development	CDBG: $99,380	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0	0.00%	5	5	100.00%
3B Provide Vital Services for LMI Households	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0	0.00%	0	0	0.00%
3B Provide Vital Services for LMI Households	Non-Housing Community Development	CDBG: $	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	0	0	0.00%	0	0	0.00%
4A Provide for Small Business Assistance	Non-Housing Community Development	CDBG: $	Jobs created/retained	Jobs	0	0	0.00%	0	0	0.00%
4A Provide for Small Business Assistance	Non-Housing Community Development	CDBG: $60,000	Businesses assisted	Businesses Assisted	0	0	0.00%	8	4	50.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

During Program Year 2024–2025, the City made significant progress in carrying out activities identified in the Consolidated Plan and Annual Action Plan.

Several key initiatives have been implemented:

- Public Facilities: The City advanced improvements with the Recreation Center project, expanding access to community spaces and recreation for low- and moderate-income residents. Additional funds were allocated to provide the emergency premptive system to assist first responders.

- Public Services: CDBG supported Summer Jam 2.0, youth enrichment projects, local job fair activities, community enrichment for seniors experiencing food insufficiency, and Rapid Rehousing assistance for vulnerable households.

- Economic Development: The Micro-Business initiative assisted five small business activities with support and technical resources. In addition, the City partnered with Career Resource on the 10th Annual Job Fair and held the Lincoln Park Expo, connecting residents to workforce opportunities and community resources.

- Housing: The City undertook Residential Rehabilitation projects assisting four households, supporting the preservation of affordable housing stock The city anticipates the completion of two additional residential rehabilitation projects to complete planned activities.

- Program Administration: The City utilized all funds to manage the coordination and oversight of program activities.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	277
Black or African American	429
Asian	0
American Indian or American Native	4
Native Hawaiian or Other Pacific Islander	0
Total	**710**
Hispanic	59
Not Hispanic	651

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	529,209	260,714

Table 3 - Resources Made Available

Narrative

During PY 2024–2025, the City utilized Community Development Block Grant (CDBG) funds to support a diverse set of activities aligned with the Consolidated Plan.

Funds were allocated across the following priority areas:

- **Public Facilities:** Improvements at the Recreation Center to expand access to safe and accessible community spaces for residents within census tracts. The purchase of the emergency preemptive system will increase the responsiveness of the city's emergency response teams; contributing to crime prevention and life saving activities to unserved census tracts.
- **Public Services:** CDBG Public Service Grants provided youth enrichment through Summer Jam 2.0, the Village Coalition youth program, the 10th annual employment fair, as well as Rapid Rehousing assistance to stabilize vulnerable households.
- **Economic Development:** The Micro-Business Initiative supported five small businesses, while the Lincoln Park Expo connected residents to technical assistance, jobs and workforce resources.
- **Housing: Residential Rehabilitation projects** helped preserve affordable housing stock completing four (4) of the six (6) income-qualified households. With the final two (2) houses slated for completion by November 2025.
- **Program Administration:** The City utilized all funds to manage the coordination and oversight of program activities.

These investments reflect the City's continued emphasis on housing stability, community enrichment, and economic opportunity.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
City Limit - 3801 Census Tract		15.48%	Program participants utilized services to prevent homelessness through rapid rehousing. In addition to supporting a program designed to improve food security, promote wellness, and reduce isolation among elderly residents while fostering community involvement.

City Limit - 3802 Census Tract		1.75%	CDBG funds were used to support youth programming designed to provide safe, structured, and enriching activities for children and teens from low- and moderate-income households. Activities included after-school tutoring, mentoring, recreational programs, cultural enrichment, and life skills development. The program aimed to promote positive youth development, reduce risky behaviors, and improve educational and social outcomes.
City Limit - 3803 Census Tract		6.75%	CDBG funds were used to rehabilitate a single-family home occupied by a low- and moderate-income household. Rehabilitation activities included repairs to address health and safety hazards, correct code deficiencies, and improve overall housing conditions. Improvements may include roofing, plumbing, electrical, structural repairs, accessibility modifications, and energy efficiency upgrades.
City Limit - 3804 Census Tract		71.25%	The City of Fort Pierce, through its Community Development Block Grant (CDBG) Public Services Program partnered with local employers, workforce agencies, and community organizations to host an annual Job Fair promoting employment opportunities and economic self-sufficiency for low- to moderate-income residents.
City Limit - 3805 Census Tract		4.07%	CDBG funds were used to support youth programming designed to provide safe, structured, and enriching activities for children and teens from low- and moderate-income households. Activities included after-school tutoring, mentoring, recreational programs, cultural enrichment, and life skills development. The program aimed to promote positive youth development, reduce risky behaviors, and improve educational and social outcomes.
City Limit - 3806 Census Tract			

City Limit - 3807 Census Tract			
City Limit - 3809.01 Census Tract		0.70%	CDBG funds were used to provide grants to eligible small business to support operating costs, equipment, and improvements. The program prioritized businesses owned by or employing low- and moderate-income persons to promote economic stability.
City Limit - 3809.02 Census Tract			
City Limit - 3813.01 Census Tract			
City Limit - 3814.02 Census Tract			
City Limit - 3814.03 Census Tract			

Table 4 – Identify the geographic distribution and location of investments

Narrative

CDBG funds were primarily targeted to neighborhoods with concentrations of low- and moderate-income households, including the Lincoln Park area and surrounding census tracts. Investments such as the Recreation Center project, Lincoln Park Expo, and Job Fair were intentionally sited to maximize community access and benefit.

The City remained consistent with its strategy of directing resources to census tracts 3801, 3802, and 3803, among others, which contain the highest levels of community need.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

CDBG activities leveraged additional resources, both financial and in-kind, to expand the impact of federal funds. Community partners contributed staff time, outreach support, and programming for events such as the Job Fair and Lincoln Park Expo. Local organizations also supported the City’s youth programming through partnerships, enhancing the reach of Summer Jam 2.0 and other public service initiatives.

In addition, business participation in the Micro-Business program brought private-sector investment that complemented CDBG assistance. These partnerships demonstrate how federal resources can attract broader community involvement and extend the reach of funded activities.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**0**	**0**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	2	2
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	6	4
Number of households supported through Acquisition of Existing Units	0	0
Total	**8**	**6**

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City made measurable progress toward affordable housing goals through Residential Rehabilitation and Rapid Rehousing activities. However, final outcomes are expected to vary from projections. Rehabilitation projects experienced construction and permitting delays, resulting in fewer completions within the current program year. Rapid Rehousing demand remained steady, but the limited availability of affordable rental units constrained the number of households served. These challenges highlight the ongoing difficulty of balancing planned goals with real-time market conditions.

Discuss how these outcomes will impact future annual action plans.

Future Annual Action Plans will reflect these lessons learned by emphasizing more flexible timelines for rehabilitation projects and considering increased allocation toward housing stability programs. The City anticipates continued demand for Rapid Rehousing and rehabilitation, and will assess whether adjustments to project delivery methods or funding levels are needed to better align with community needs and market capacity.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	710	0
Moderate-income	0	0
Total	**0**	**0**

Table 7 – Number of Households Served

Narrative Information

Based on program design, Residential Rehabilitation primarily serves low- and moderate-income households, while Rapid Rehousing is targeted to extremely low- and low-income households at risk of or experiencing homelessness.

CR-25 - Homeless and Other Special Needs 91.220(i); and 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City partnered with local service providers to engage individuals experiencing homelessness, especially those unsheltered, and connect them to Rapid Rehousing assistance and supportive services. Outreach was coordinated at community events such as the Lincoln Park Expo and 10th Annual Job Fair, where resource providers offered direct referrals for housing, health, and social services.

Addressing the emergency shelter and transitional housing needs of homeless persons

While CDBG funds are not used directly for shelter operations, the City worked with nonprofit partners to link households in crisis to available emergency shelter and transitional housing. Rapid Rehousing funds provided immediate stabilization support by covering short-term rental assistance and case management, helping households transition more quickly from shelter settings to permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

CDBG-funded activities focused on prevention by addressing needs before homelessness occurs. Rapid Rehousing supported extremely low- and low-income households at imminent risk of housing loss. In addition, public service activities such as youth programs and workforce initiatives provided stabilizing resources for families, reducing the likelihood of homelessness among those vulnerable due to unemployment, health, or social challenges. Referrals were also made to agencies serving individuals discharged from institutions such as hospitals and correctional facilities to ensure continuity of care and reduce housing instability.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City supported transition efforts through Rapid Rehousing, which directly assisted households in moving into permanent rental housing. Case management services and coordination with employment programs — including connections made at the Job Fair — helped households build the stability necessary for independent living. These interventions aim to shorten the time individuals and families experience homelessness and reduce the risk of returning to homelessness.

CR-30 - Public Housing 91.220(h);

Actions taken to address the needs of public housing

The City of Fort Pierce does not own or operate public housing. The Fort Pierce Housing Authority (FPHA) is the primary entity responsible for managing public housing units and administering Housing Choice Vouchers within the jurisdiction.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

While the City did not undertake CDBG-funded projects directly targeted to public housing during the program year, collaboration with FPHA continued through information sharing and referrals to support resident needs. CDBG-funded programs such as the 10th Annual Job Fair, Lincoln Park Expo, and youth services indirectly benefitted public housing residents by providing access to employment opportunities, small business resources, and community programming.

Actions taken to provide assistance to troubled PHAs

The City will continue to coordinate with FPHA to identify opportunities where CDBG activities can complement public housing goals, particularly in the areas of workforce development, neighborhood revitalization, and housing stability.

CR-35 - Other Actions 91.220(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j)

The City continued to support affordable housing access through Residential Rehabilitation projects and coordination with local developers and nonprofit partners. While the City does not directly control land use or zoning, staff worked to streamline review and permitting for rehabilitation activities, helping to reduce administrative barriers. Future planning efforts will continue to identify opportunities where City policies can better support housing affordability.

Actions taken to address obstacles to meeting underserved needs. 91.220(k);

CDBG resources were directed toward underserved households through Rapid Rehousing assistance, youth programming, and public services. These activities addressed gaps in services for extremely low-income households, at-risk families, and youth in disadvantaged neighborhoods. By hosting outreach events such as the Lincoln Park Expo and 10th Annual Job Fair, the City expanded access to resources for communities that have historically faced barriers to opportunity.

Actions taken to reduce lead-based paint hazards. 91.220(k);

All CDBG-funded housing activities, including Residential Rehabilitation, were carried out in compliance with HUD’s Lead-Safe Housing Rule. The City ensured that properties constructed before 1978 were assessed for potential hazards, and abatement/mitigation measures were incorporated into rehabilitation work as necessary.

Actions taken to reduce the number of poverty-level families. 91.220(k);

Economic development and workforce initiatives were key strategies to address poverty. The Micro-Business Initiative supported five small businesses, fostering entrepreneurship and local job creation. The Job Fair and Lincoln Park Expo connected residents with employers, training providers, and community services to increase access to employment and income-generating opportunities. Public service activities further supported youth and families, promoting long-term pathways out of poverty.

Actions taken to develop institutional structure. 91.220(k);

The City strengthened internal capacity within the Grants Administration Division by maintaining consistent monitoring practices and coordinating with subrecipients to ensure program compliance. Staff also worked to improve interdepartmental communication and align housing and community development priorities across City divisions.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k);

The City continued its collaboration with the Fort Pierce Housing Authority, nonprofits, and service providers to align resources and maximize community impact. Through events such as the Job Fair and Expo, the City created platforms for public and private agencies to directly engage with residents and one another. These partnerships facilitated referrals for housing, social services, and workforce development.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In alignment with its Analysis of Impediments, the City promoted fair housing awareness through community engagement and ensured that all CDBG-funded programs adhered to HUD's nondiscrimination and fair housing requirements. Outreach activities emphasized access for low- and moderate-income households and historically underserved populations.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Fort Pierce Grants Administration Division maintained consistent monitoring practices to ensure that all CDBG-funded activities complied with federal regulations and supported the goals of the Consolidated Plan. Monitoring included desk reviews of subrecipient reports, on-site inspections of project activities, and regular communication with implementing partners. Staff verified eligibility, beneficiary data, and financial documentation to confirm compliance with HUD's requirements under 24 CFR Part 570.

Long-term compliance was reinforced through written agreements, progress tracking, and follow-up reviews to address any identified findings or concerns. The City also incorporated minority and women-owned business enterprise (MBE/WBE) outreach into procurement and contracting processes, encouraging participation in CDBG-funded projects.

Citizen Participation Plan 91.105(d);

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City followed its adopted Citizen Participation Plan (CPP) by providing the public with multiple opportunities to engage in the planning and reporting process. Public notices were published in advance of hearings and comment periods, and outreach was conducted through the City's website, community events, and partner organizations.

For the CAPER, citizens will be given reasonable notice of the draft report's availability at City Hall and online, along with at least a 15-day public comment period. A public hearing will be held prior to submission to HUD, ensuring residents have the opportunity to provide feedback on the City's performance and use of CDBG funds. All comments received will be documented and included in the final CAPER submitted to HUD.

CR-45 - CDBG 91.520(d)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

During PY 2024–2025, the City did not make significant changes to its CDBG program objectives. Activities remained consistent with the priorities outlined in the Consolidated Plan, including affordable housing preservation, economic development, public facilities, and public services.

Some adjustments in project timelines occurred due to construction delays in Residential Rehabilitation and facility improvement activities. These adjustments did not alter program objectives but may shift the completion of some accomplishments into the following program year. The City will use this experience to evaluate project timelines more conservatively in future Annual Action Plans and to build additional flexibility into scheduling.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

The City of Fort Pierce does not have any open BEDI grants at this time.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

N/A

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					

Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

During PY 2024–2025, the City of Fort Pierce made efforts to promote employment, training, and business opportunities for low- and moderate-income residents consistent with Section 3 requirements. While no direct labor hours were reported for CDBG-funded construction activities during the year, the City advanced several qualitative efforts that supported workforce development and small business participation:

- **Job Fairs and Community Events:** The 10th Annual Job Fair and the Lincoln Park Expo connected residents with employers, training providers, and service organizations. These events provided resume support, interview preparation, job referrals, and direct access to employment opportunities.

- **Technical Assistance for Small Businesses:** Through the Micro-Business Initiative, five small businesses received guidance and support to strengthen operations, compete for opportunities, and contribute to the local economy.

- **Supportive Services:** Residents were connected to programs that offered career readiness, youth development, and community-based supportive services, helping reduce barriers to employment for low-income families.

- **Minority and Women-Owned Business Outreach:** Procurement opportunities related to CDBG projects included outreach to encourage bids from minority and women-owned firms.

These activities demonstrate the City's commitment to advancing the goals of Section 3 by fostering inclusive economic opportunities, even in years when direct construction labor hours are limited.

2024 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

Public Hearing

December 1st, 2025

City of Fort Pierce Grants Administration Division

WHAT IS THE CAPER?

- The CAPER is the HUD-CDBG year-end report summarizing progress on activities from the **2024-2025 Annual Action Plan (AAP)**.
- The City of Fort Pierce uses the **CAPER** to highlight the annual accomplishments of **HUD** entitlement funds.
- It measures **successes** against the **five-year objectives** outlined in the **2021-2025 Consolidated Plan**.
- This year's CAPER reports on progress for the **2024-2025 program year (October 1, 2024 - September 30, 2025)**.
- It provides detailed data on:
  - Projects completed during the program year
  - Number of rehabilitation units completed
  - Number of residents assisted
  - Federal funds expended, resources used, and other relevant data

PRIORTY NEEDS SERVED IN THE CONSOLIDATED PLAN

Priority Needs	Total Served	# of Projects
Economic Development	5	5
Housing Programs	3	3
Public Services	6000+	6
Total Assisted	710	14

HIGHLIGHTS

- **Economic Development**
  - Supported five small businesses through the Technical Assistance and Advertisement of the Grant
  - The Grant focused on helping small businesses grow within the City of Fort Pierce
- **Housing Programs**
  - Assisted three households using CDBG funds for housing rehabilitation
  - Conducted mandatory orientations and rehabilitation workshops
  - Provided Disaster Readiness and Preparedness
- **Public Services**
  - Partnered with CareerSource Research Coast for the 10th Annual Job Fair
  - Supported recreation facility improvements
  - Assisted with two low-income youth programs
  - Supported Senior Citizens in their Community Garden Initiatives

Recommendation

- Approval of the 2024 CAPER for submission to U.S. Department of Housing and Urban Development (HUD).
- Grants Division Staff will proceed as directed by the City Commission.

QUESTIONS AND COMMENTS

- Public comments and feedback is appreciated.
- Please address your comments via the following channels:
  - EMAIL: grantsadministration@cityoffortpierce.com
  - Call: (772) 467-3161
- The 2024 CAPER can be found on the City of Fort Pierce's webpage:
  - Community Development Block Grant (CDBG) | Fort Pierce, FL - Official Website (cityoffortpierce.com)

THANK YOU

- Your partnership and support helps us continue strengthening our community.

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Donnella Clarke
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 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	10/27/2025, 11/03/2025, 11/10/2025
SCN tcpalm.com	10/27/2025, 11/03/2025, 11/10/2025

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 11/10/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost:	$427.68
Tax Amount:	$0.00
Payment Cost:	$427.68
Order No:	11782993
Customer No:	1126026
PO #:	

# of Copies:
1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

PUBLIC NOTICE
PUBLIC REVIEW AND COMMENT PERIOD
Draft PY 2024 Consolidated Annual Performance and Evaluation Report (CAPER)

NOTICE is given that a draft of the Program Year (PY) 2024 Consolidated Annual Performance and Evaluation Report (CAPER) for the City of Fort Pierce will be available for a 15-day public review and comment period. Notice is also given that there will be a public hearing to review the draft CAPER report.

The CAPER reports on accomplishments and expenditures for the City's Community Development Block Grant (CDBG) program as required by the U.S. Department of Housing and Urban Development (HUD). CDBG funded activities include housing rehabilitation, public services for low- and moderate- income level households, economic development, and public improvements in the City. The PY 2024 CAPER reports on the program from October 1, 2024, through September 30, 2025.

Public Comment Period: A draft of the PY 2024 CAPER will be available to review from **October 27, 2025 – November 10, 2025,** and can be downloaded from the City's Grant Administration website at https://cityoffortpierce.com/399/Community-Development-Block-Grant-CDBG

Public Comment regarding the draft CAPER will be accepted until **5:00PM** on **November 10, 2025**, and can be submitted in the following ways:

Email: grantsadministration@cityoffortpierce.com

Phone: 772-467-3161, Grants Administration Division, Monday-Friday, 8am-5pm

Mail: City of Fort Pierce, 100 North U.S. Highway 1, Fort Pierce, FL 34950-4205, ATTN: Grants Administration Division

Public Hearing: A public hearing will be held at a regularly scheduled City Commission meeting on **December 1, 2025,** at 5:05 PM. City Commission meetings are held in the Commission Chambers at the City of Fort Pierce City Hall, 100 North U.S. Highway 1. The public can also view the public hearing at MEETING VIDEOs & LIVE Stream | Fort Pierce, FL - Official Website

For further information, please contact Grants Administration, at 772-467-3161.

Accessibility Notice: In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities who require special accommodations to participate should contact Risk Management at (772) 467-3070 or risk@cityoffortpierce.com at least 48 hours prior to the meeting.

Pub: Oct 27, Nov 3, 10, 2025
TCN11782993

THE SUNRISE CITY
FORT PIERCE Florida
CITY ATTORNEY'S OFFICE

TO: DONELLA CLARKE, GRANTS ADMINISTRATION MANAGER, COMMUNITY & ECONOMIC DEV, GRANTS DIVISION

FROM: CAMILLE WALLACE, ESQ., SENIOR ASSISTANT CITY ATTORNEY CAW

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: PRESENTATION AND PUBLIC HEARING OF THE 2024 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION

CAO RLS#: 25-363

DATE: NOVEMBER 10, 2025

I have reviewed the above Request for Legal Services (RLS) related to the city's CDBG 2025 presentation on the Consolidated Annual Performance and Evaluation Report (CAPER) to be submitted to HUD. Based on my review, I find the CAPER Report in compliance with 24 CFR 91. Please note, I corrected citations as appropriate in support of the Goals & Outcomes, Homeless, Public Housing, Other Actions, Citizen Participation Plan, and CDBG sections in the report. Based on the above, ***the CAPER Report 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.

City Commission Regular Meeting - 5:05 PM **12. B.**

Meeting Date: 12/01/2025

Re: Voluntary Annexation - Goose Development Fund, LLC - Parcel ID: 2434-501-0004-000-5

Submitted For: Kev Freeman, Planning Director, Planning Department

---

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. SECOND 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 Approve 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: 11/18/2025

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

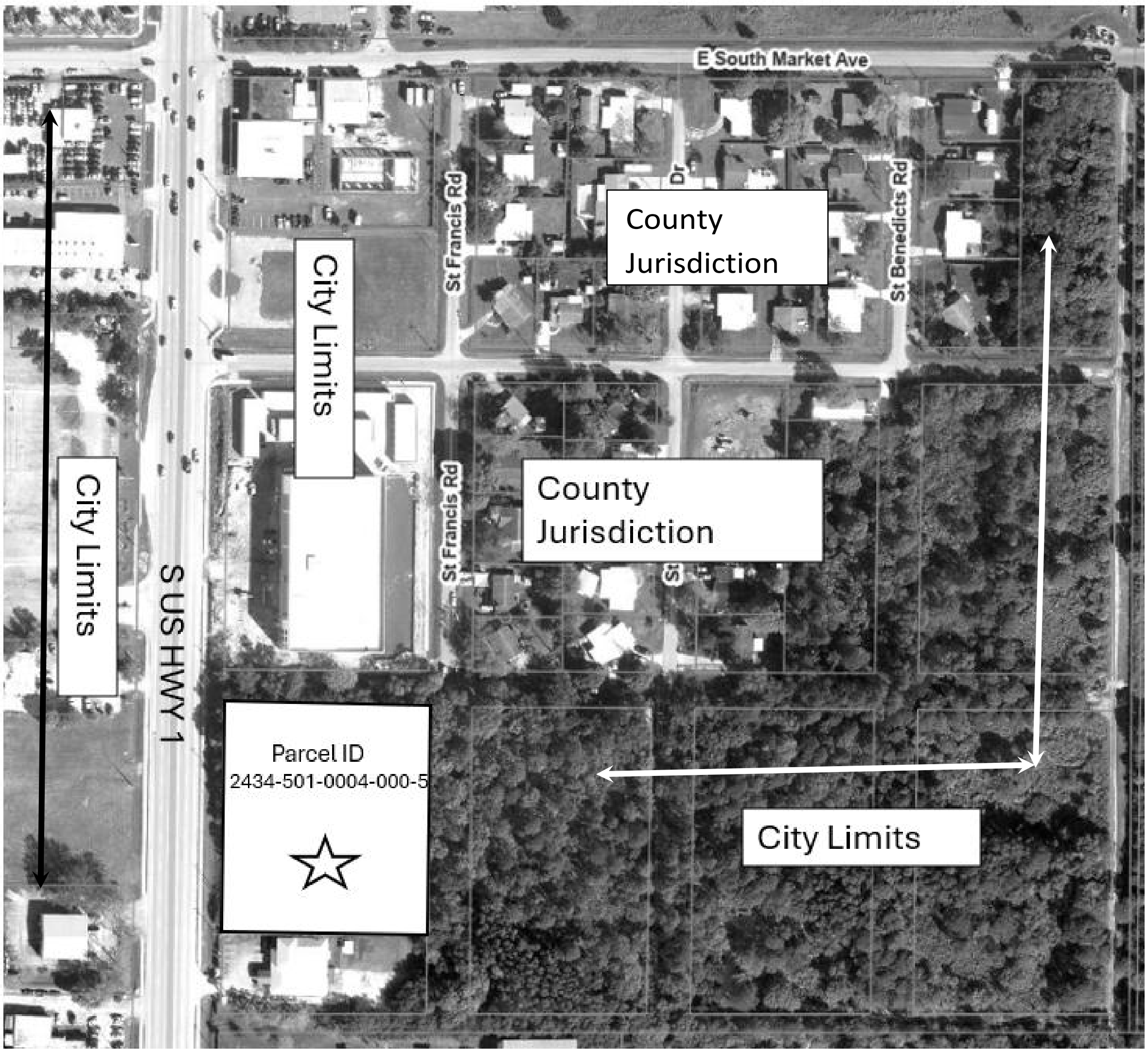
ATTEST:

City Clerk

(CITY SEAL)

EXHIBIT A

Territorial Limits Extension


E South Market Ave
St Francis Rd
St Benedicts Rd
County Jurisdiction
County Jurisdiction
City Limits
City Limits
City Limits
S US HWY 1
Parcel ID
2434-501-0004-000-5
☆

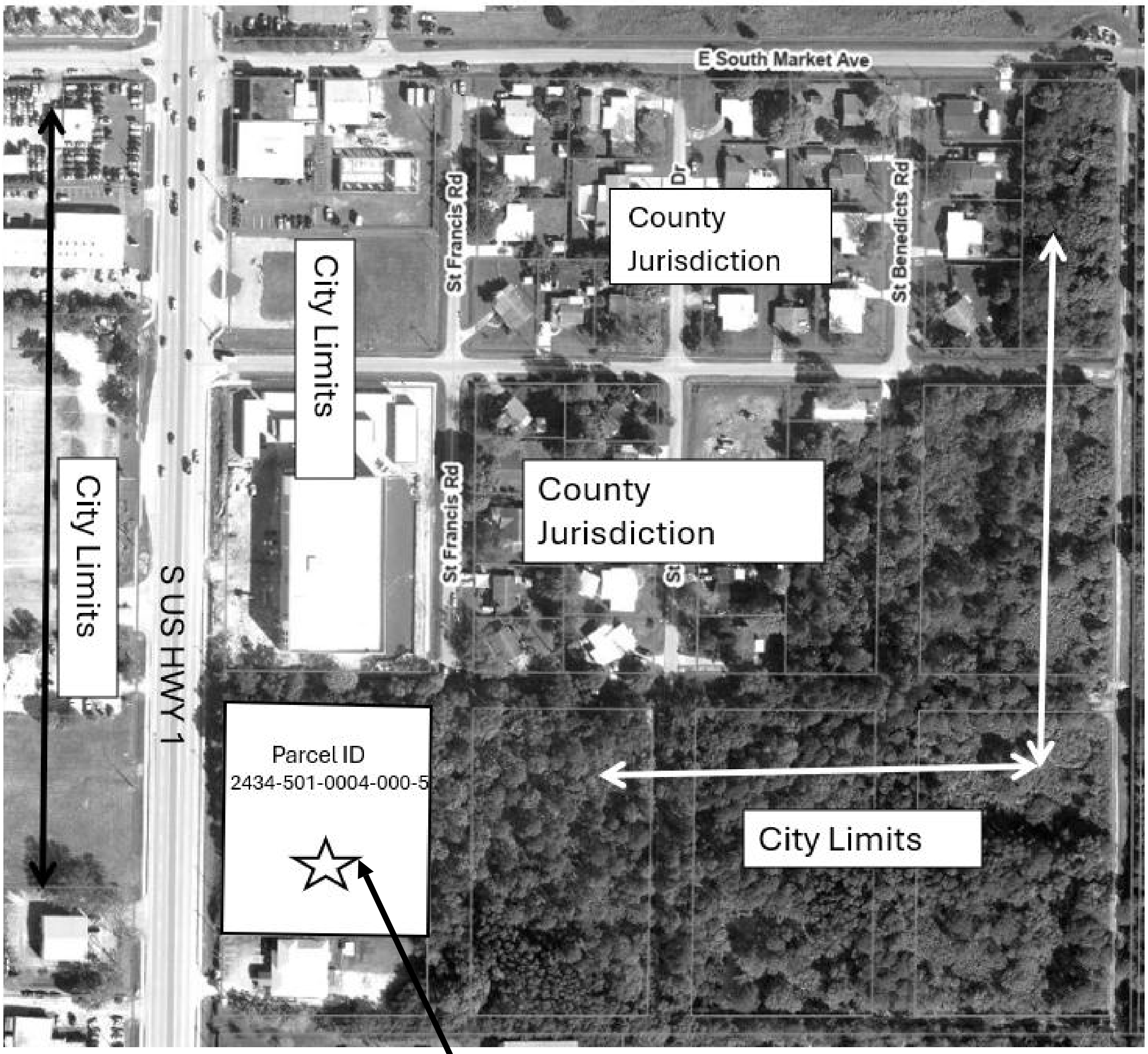
PARCEL: 2434-501-0004-000-5

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


E South Market Ave
St Francis Rd
St Benedicts Rd
County Jurisdiction
City Limits
County Jurisdiction
City Limits
S US HWY 1
St Francis Rd
Parcel ID
2434-501-0004-000-5
City Limits

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

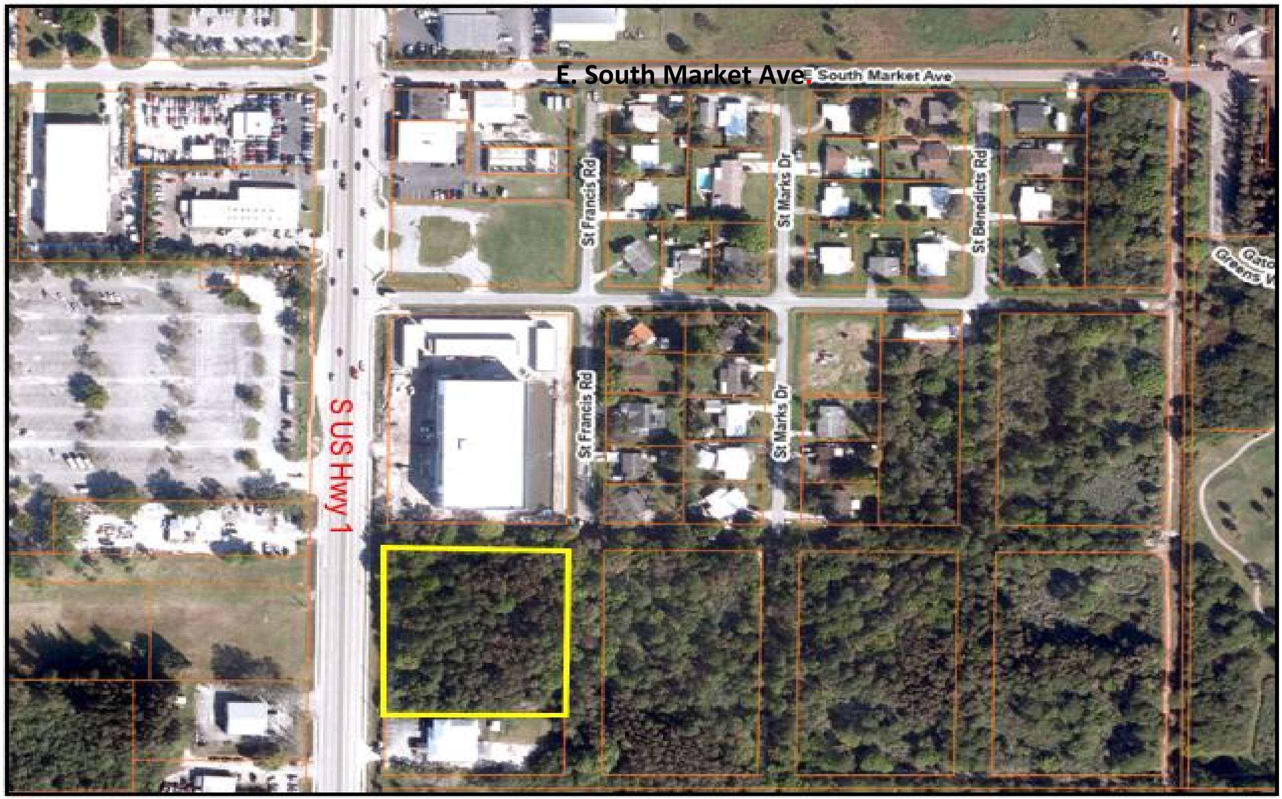
PARCEL IDs:

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


E. South Market Ave.
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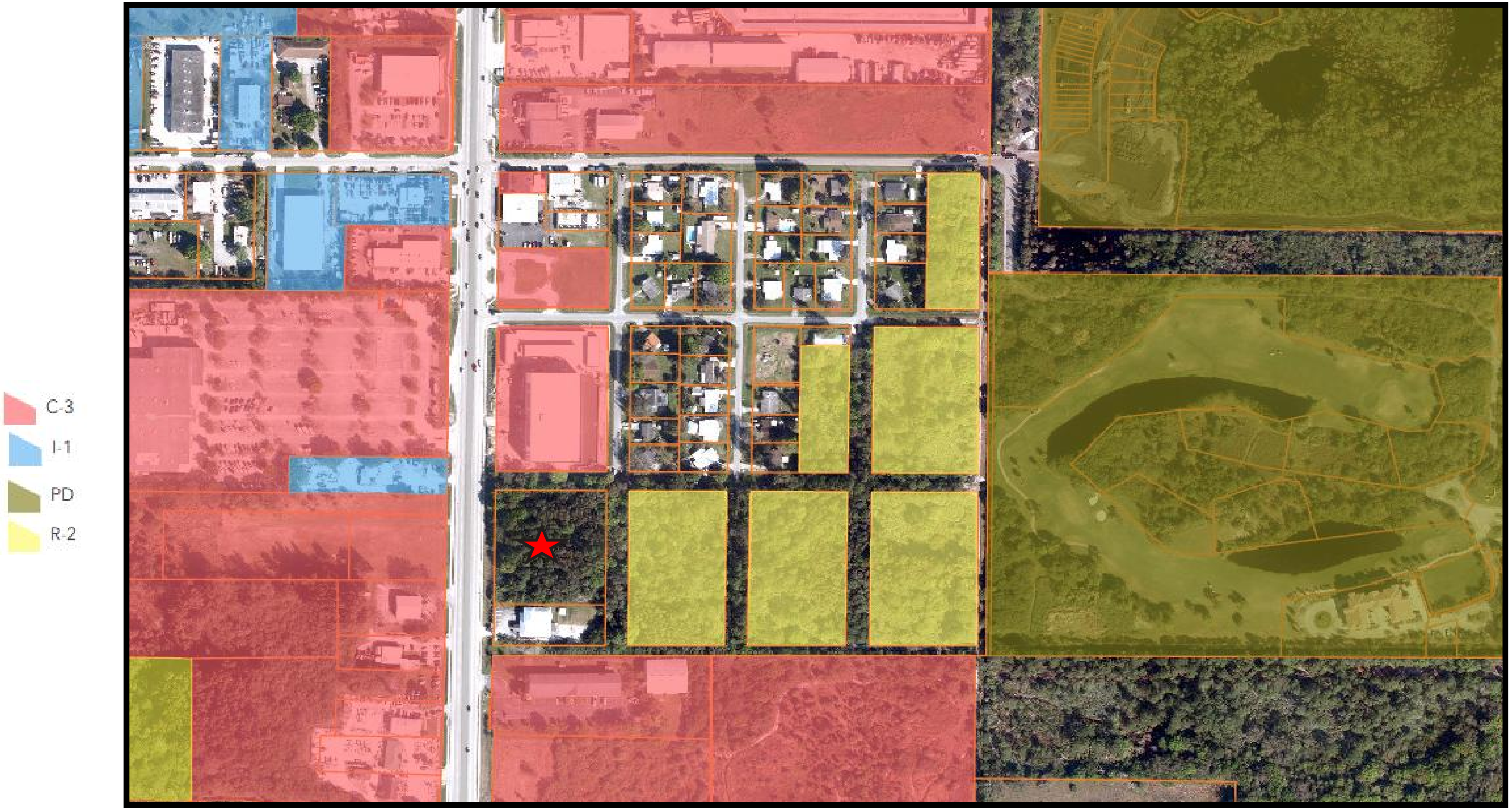
S US Hwy 1
St Francis Rd
St Marks Dr
St Benedicts Rd
St Francis Rd
St Marks Dr

Goose Development Fund,LLC ANNEXATION

CITY BOUNDARIES



Goose Development Fund, LLC ANNEXATION

FORT PIERCE, FL
THE SUNRISE CITY

COMPREHENSIVE PLAN

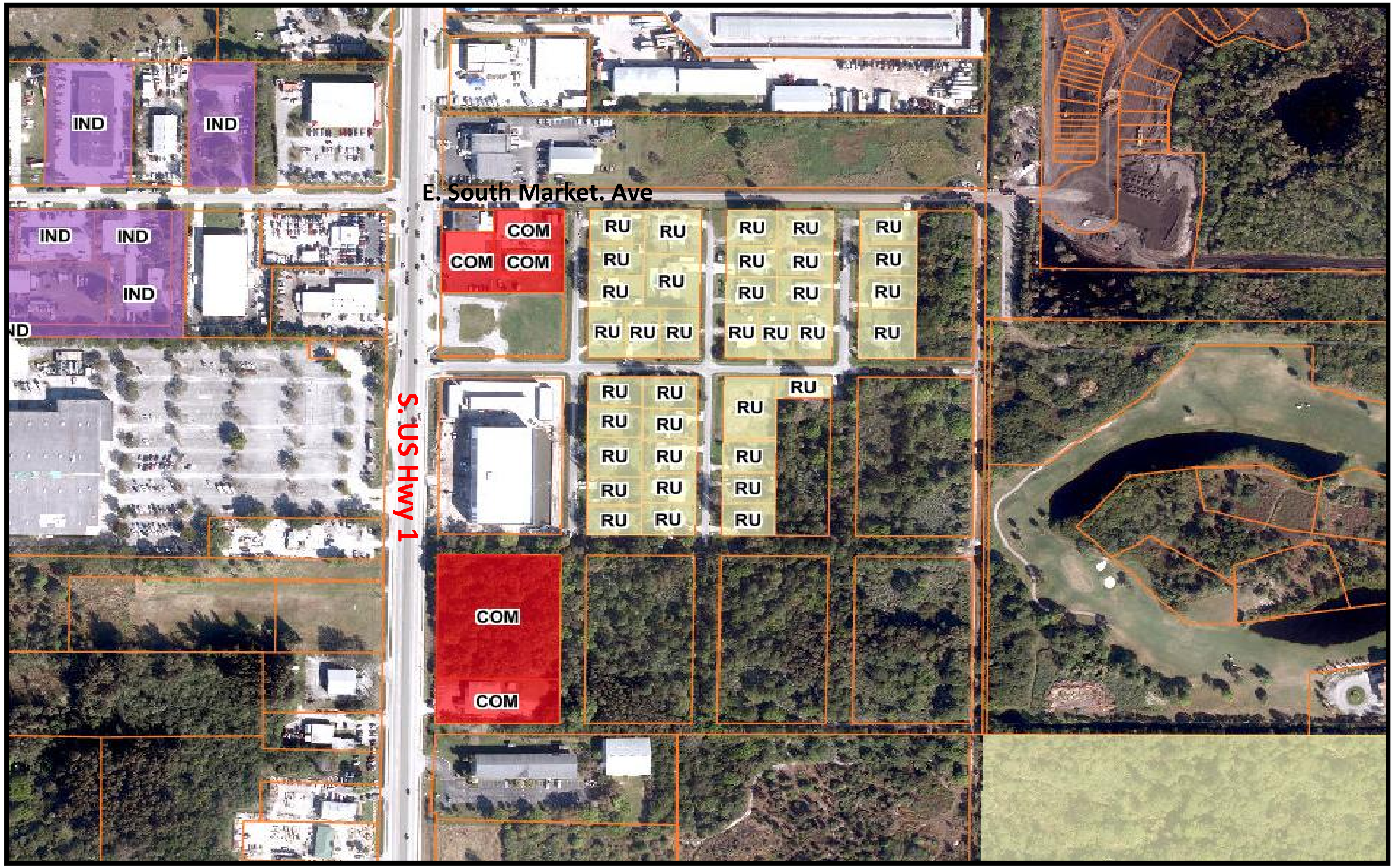
Pursuant to Comprehensive Plan policy 1.11.5 “properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.” Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous 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)

●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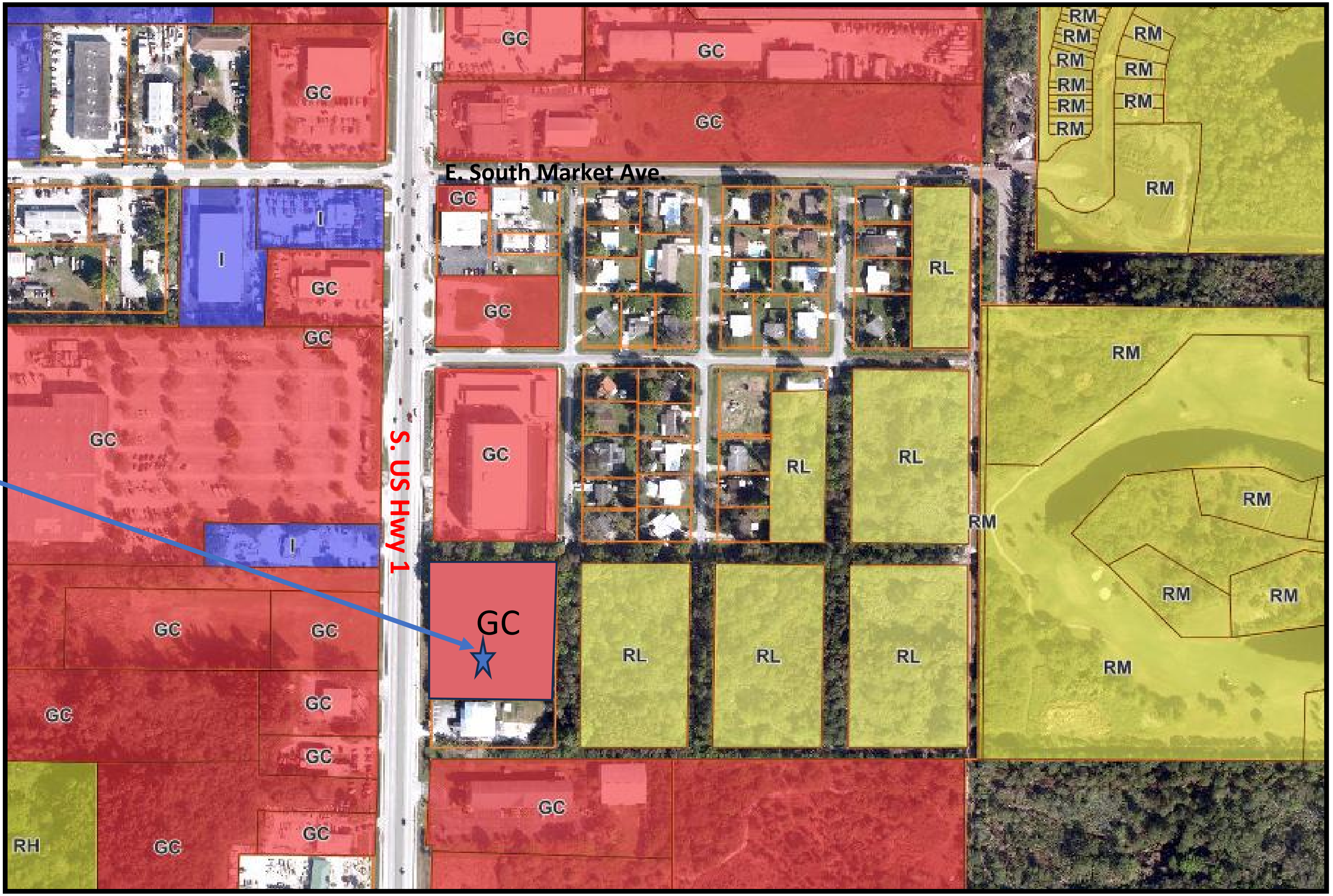
PROPOSED FUTURE LAND USE: City

Proposed FLU: GC
(General Commercial
City of Fort Pierce)


E. South Market Ave.
S. US Hwy 1
GC
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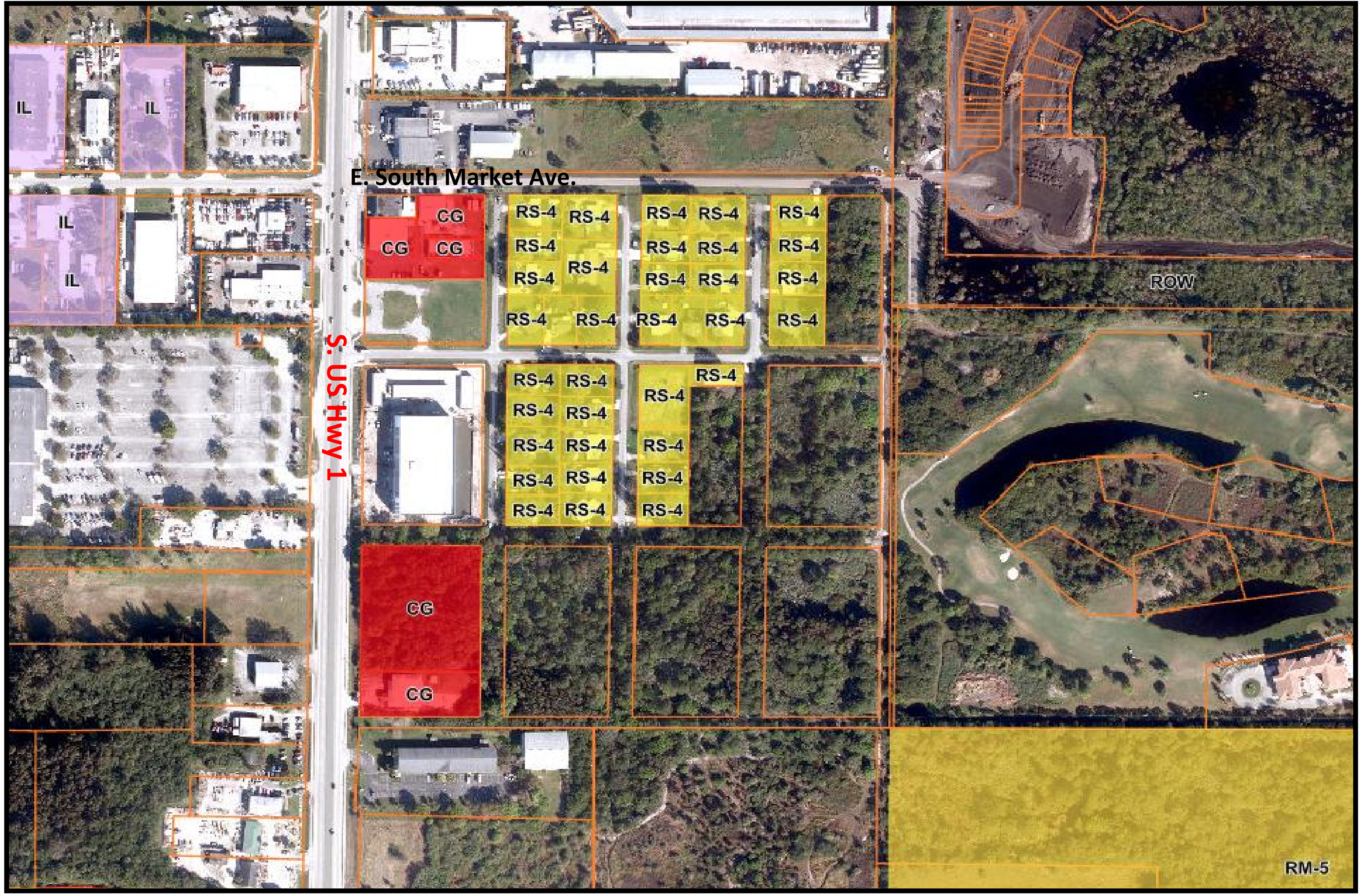
Goose Development Fund, LLC ANNEXATION

EXISTING ZONING: County

Currently Zoned: CG
(Commercial General
(St. Lucie County)

●



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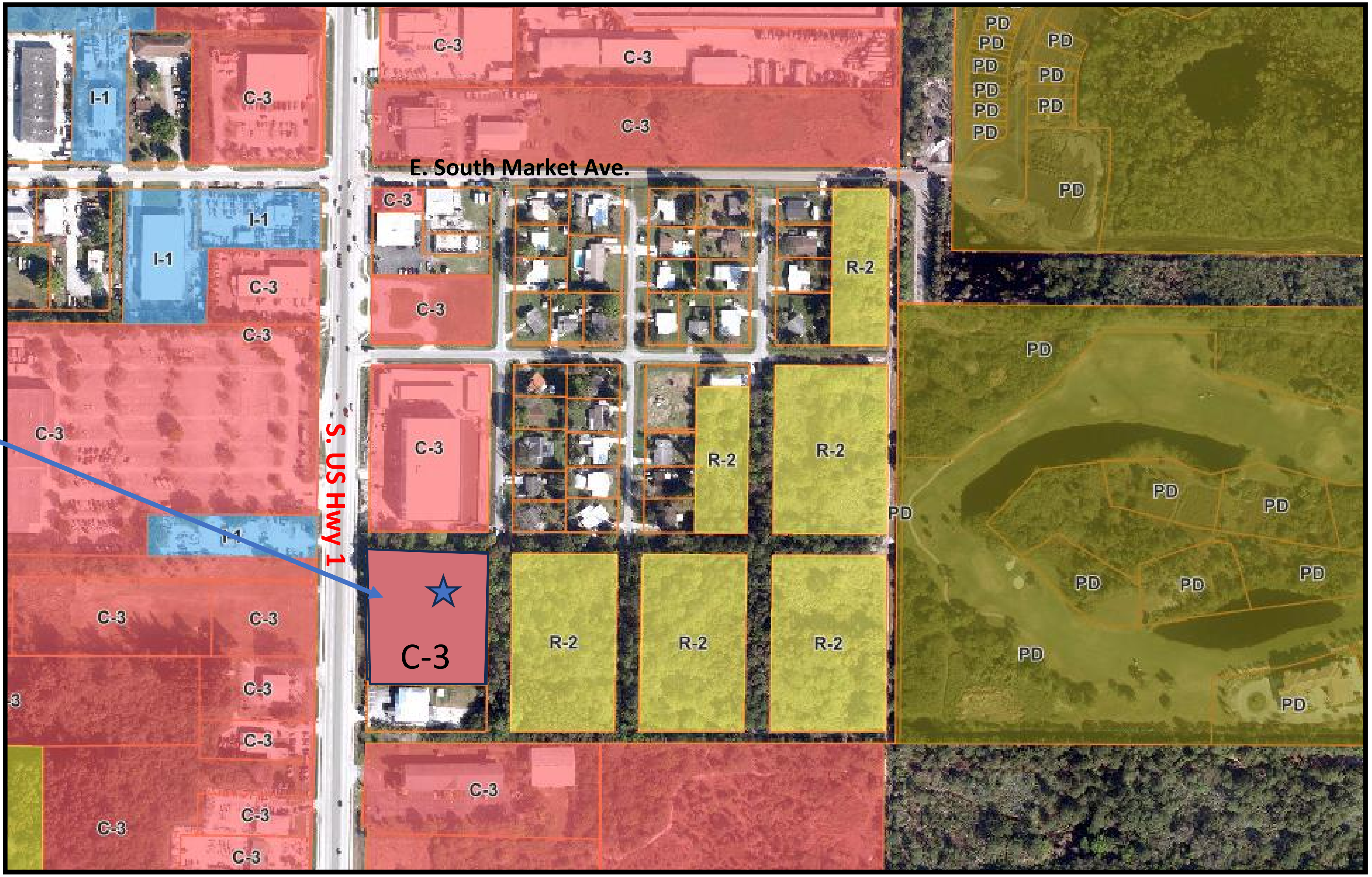
RS-4
CG
CG
RM-5

Goose Development Fund, LLC ANNEXATION

FORT PIERCE, FL
THE SUNRISE CITY

PROPOSED ZONING: City

Proposed Zoning: C-3
(General Commercial-
City of Fort Pierce)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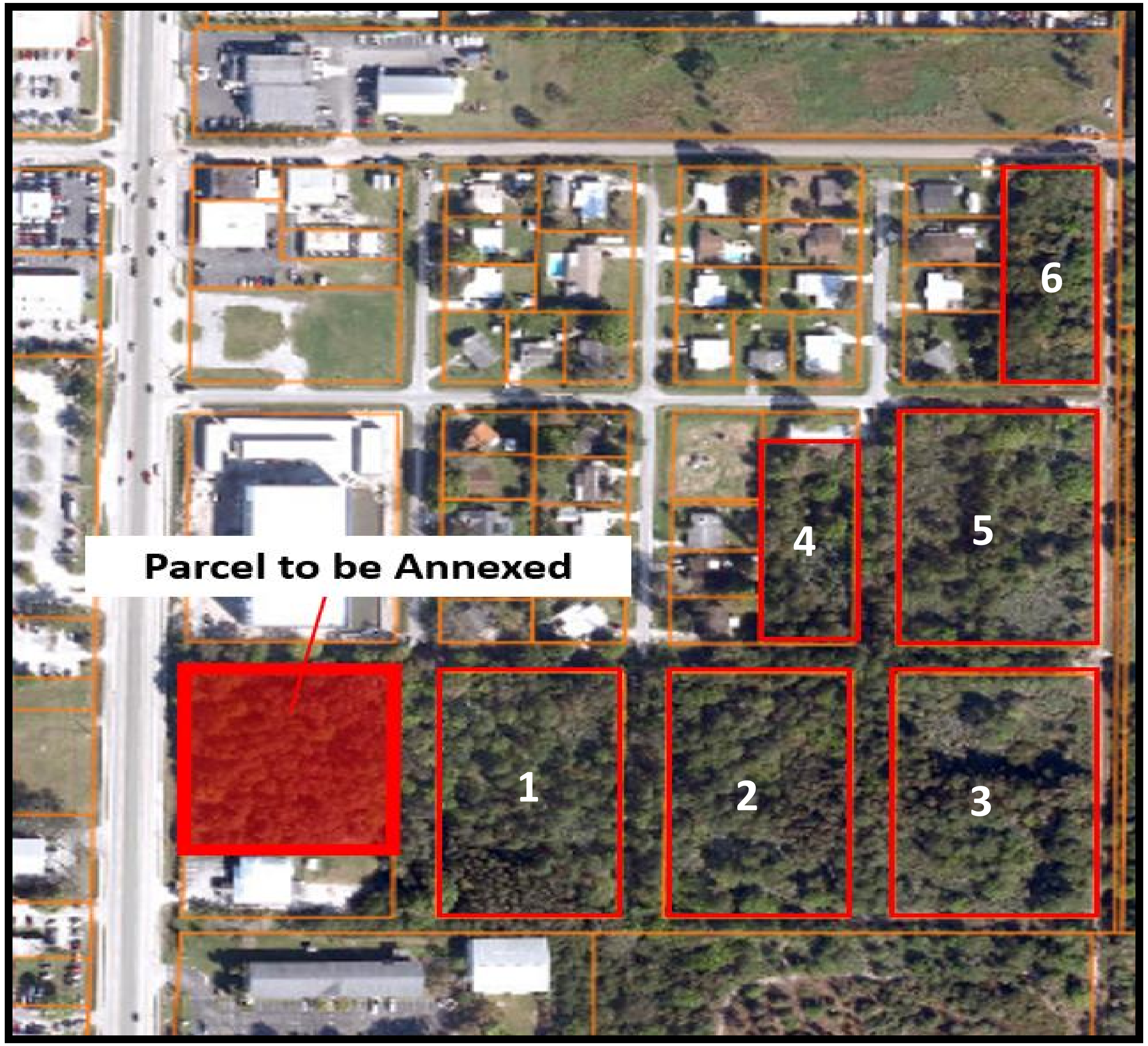
Goose Development Fund, LLC ANNEXATION

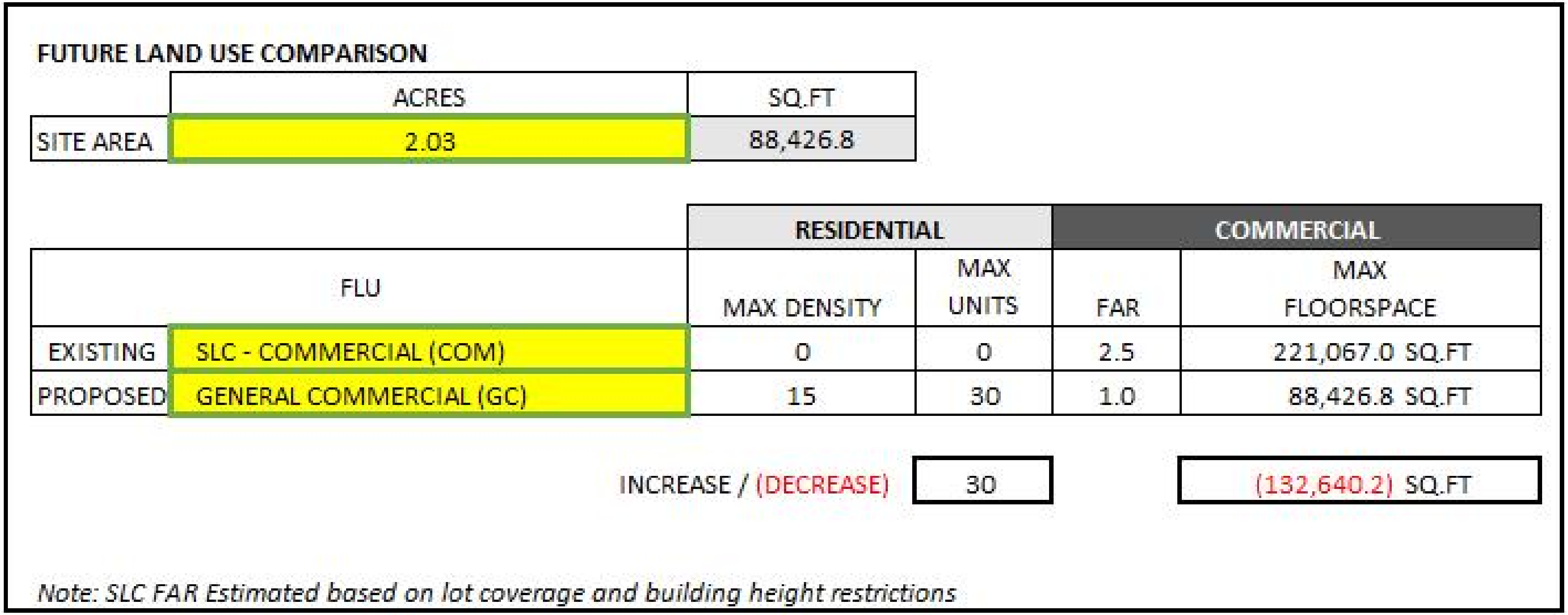
BACKGROUND

- The numbered parcels are owned by Goose Development Fund, LLC
- The annexation will close the gap
- Future development plans


Parcel to be Annexed
1
2
3
4
5
6

Goose Development Fund, LLC ANNEXATION

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

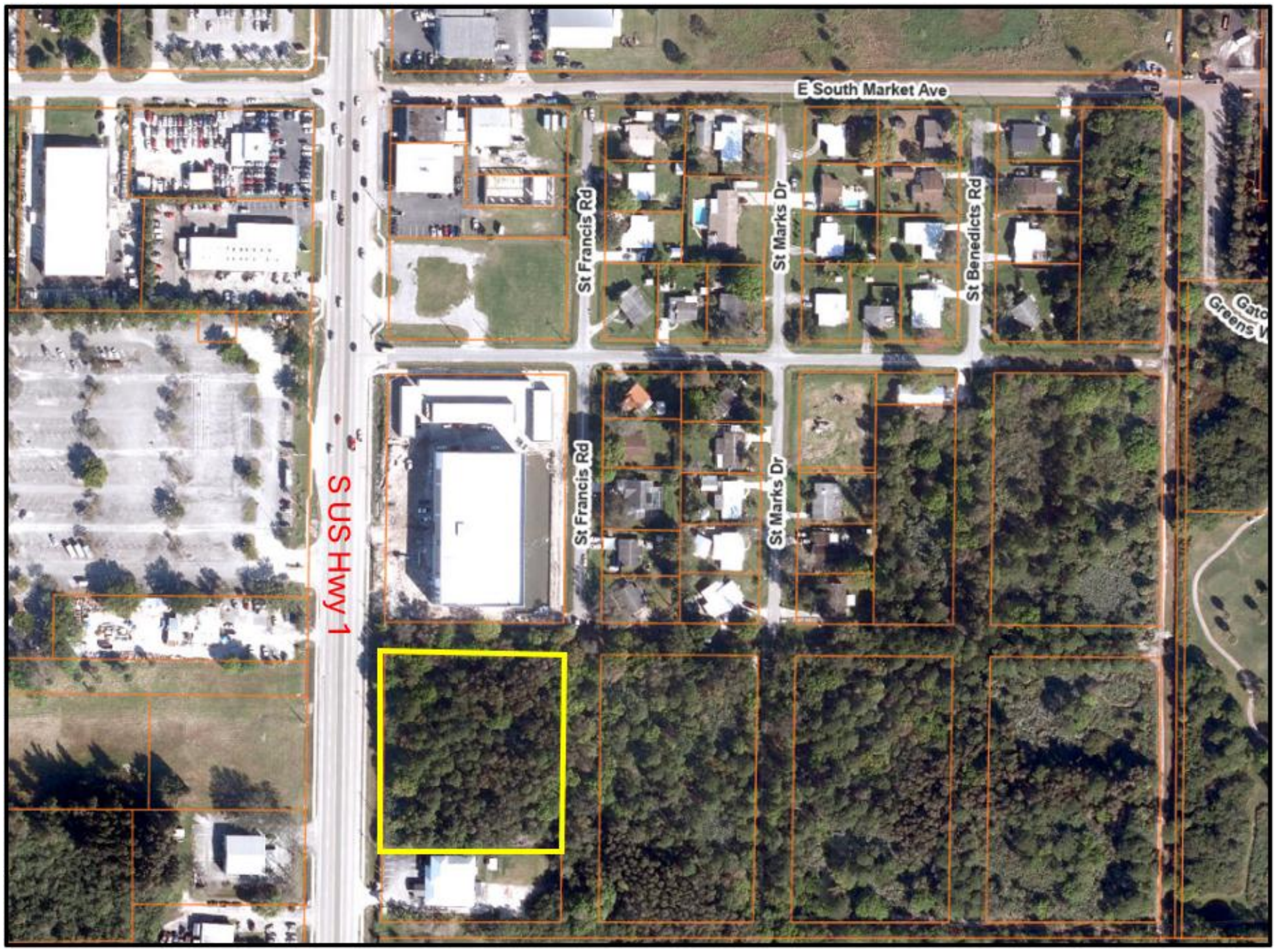
	North	East	South	West
Surrounding FLU:	GC	RL	COM	GC
Surrounding Zoning:	C-3	R-2	CG	C-3

Staff Analysis:

Request

This is a voluntary annexation on parcel ID: 2434-501-0004-000-5 Address: N/A

INSERT LOCATION MAP


E South Market Ave
St Francis Rd
St Marks Dr
St Benedicts Rd
St Francis Rd
St Marks Dr
S US Hwy 1

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: ______________________________

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
Ronald Bluestein, Manager

Witness 1 Name: Kathy Jo DeFranco

Witness 2 Name: Robert DeFranco

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: Kathy Jo DeFranco

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
×0.00	HARD SHOT
×0.0	SOFT SHOT
ST	SEPTIC TANK
⋈ W	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'

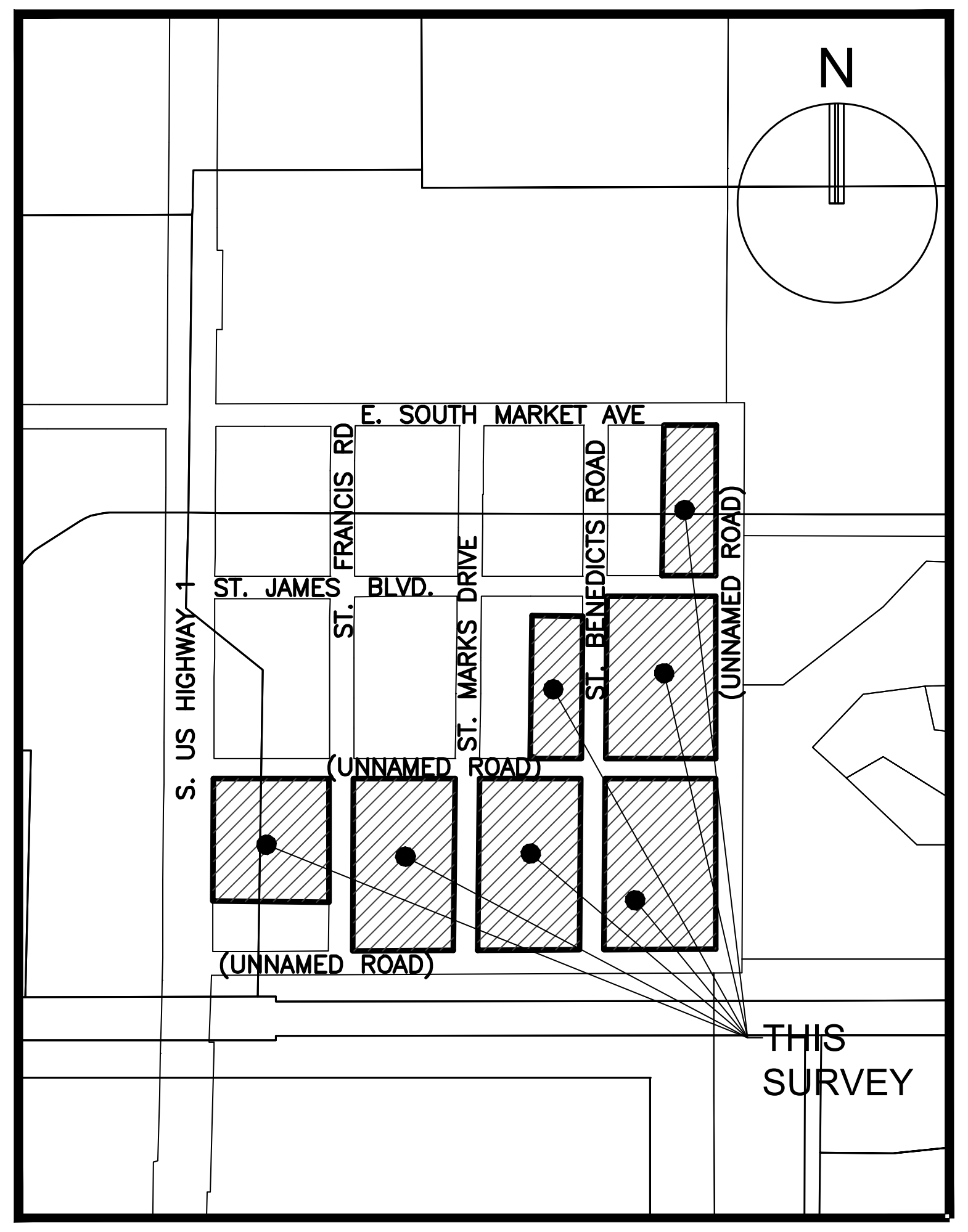
11. FEATURES AND LINE WORK SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN HORIZONTAL DATUM OF 1983 WITH THE 2011 ADJUSTMENT APPLIED (83/NSRS11) TRANSVERSE MERCATOR, FLORIDA EAST ZONE WHICH WAS ESTABLISHED VIA MULTIPLE REAL TIME KINEMATIC (RTK) GPS OBSERVATIONS ON THE PROJECT CONTROL POINTS. THE HORIZONTAL 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

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REVISIONS		
NO.	DESCRIPTION	DATE

DATE:	08/13/24
DRAWN BY:	ZPB
CHECKED BY:	WA
FIELD BOOK:	1160 & 1164

GRAPHIC SCALE
0 30 60
SCALE: 1" = 30 '
NOTE: PRINTED DRAWING SIZE MAY HAVE CHANGED FROM ORIGINAL. VERIFY SCALE USING BAR SCALE ABOVE.

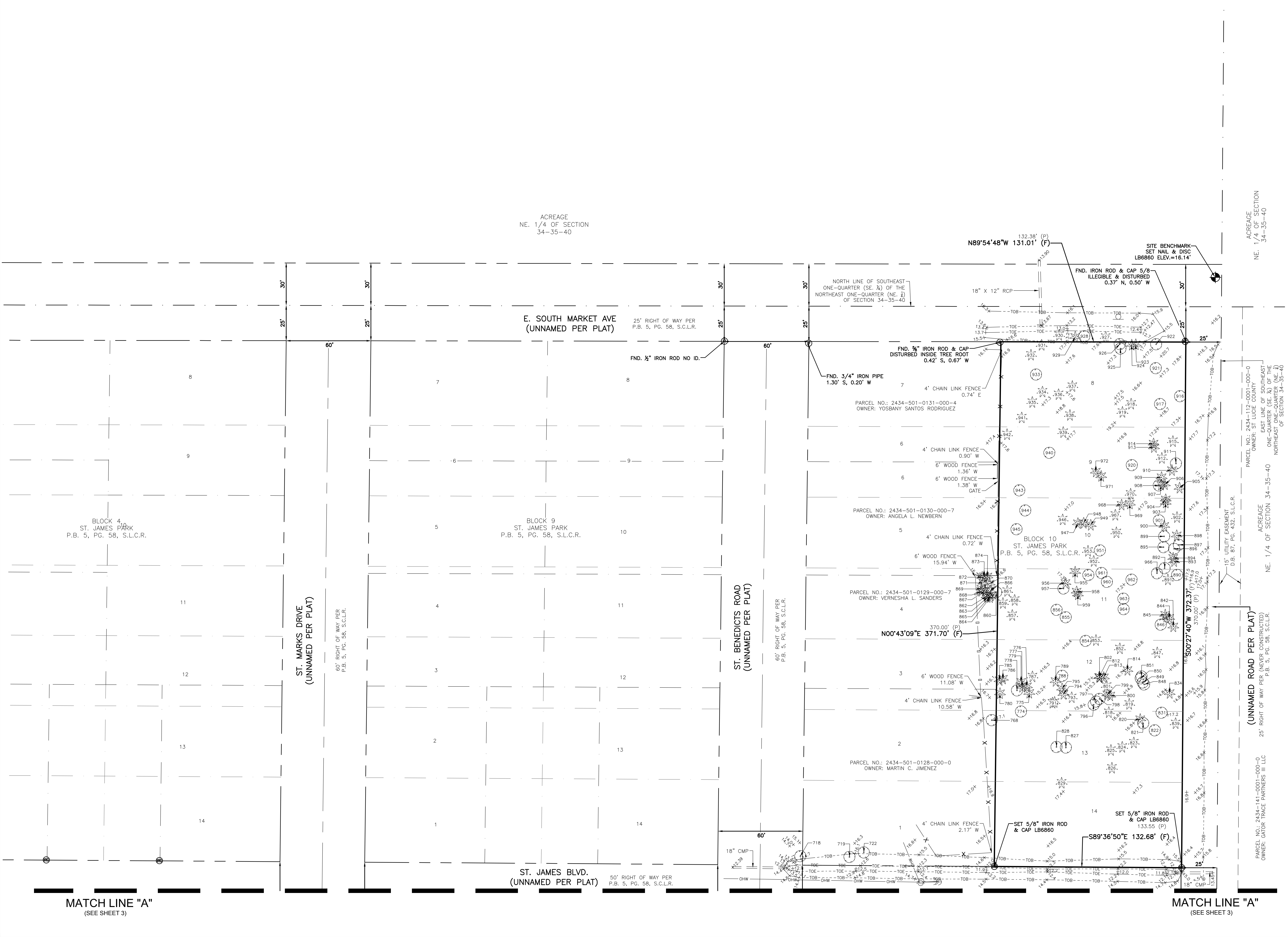
SEA PINES
VILLAGE
FT. PIERCE

SHEET TITLE
ALTA/NSPS LAND TITLE SURVEY

SHEET NUMBER 1 OF 7
PROJECT NUMBER 13844.00

Plotted by: dbittner On 11/6/2024 7:09 PM

Drawing name: K:\13844.00 - Sea Pines Village - Ft Pierce - Principle Design & Dev Group, LLC\Survey\DWG\13844.00 ALTA SURVEY.dwg


1
2
3
4
5
D
C
B
A
ACREAGE
NE. 1/4 OF SECTION
34-35-40
E. SOUTH MARKET AVE
(UNNAMED PER PLAT)
25' RIGHT OF WAY PER
P.B. 5, PG. 58, S.C.L.R.
30'
25'
60'
FND. ½" IRON ROD NO ID.
FND. 3/4" IRON PIPE
1.30' S, 0.20' W
NORTH LINE OF SOUTHEAST ONE-QUARTER (SE. ¼) OF THE NORTHEAST ONE-QUARTER (NE. ¼) OF SECTION 34-35-40
18" X 12" RCP
132.38' (P)
N89°54'48"W 131.01' (F)
SITE BENCHMARK
SET NAIL & DISC
LB6860 ELEV.=16.14'
FND. IRON ROD & CAP 5/8
ILLEGIBLE & DISTURBED
0.37' N, 0.50' W
FND. ⅝" IRON ROD & CAP
DISTURBED INSIDE TREE ROOT
0.42' S, 0.67' W
TOB
TOE
4' CHAIN LINK FENCE
0.74' E
PARCEL NO.: 2434-501-0131-000-4
OWNER: YOSBANY SANTOS RODRIGUEZ
4' CHAIN LINK FENCE
0.90' W
6' WOOD FENCE
1.36' W
6' WOOD FENCE
1.38' W
GATE
PARCEL NO.: 2434-501-0130-000-7
OWNER: ANGELA L. NEWBERN
4' CHAIN LINK FENCE
0.72' W
6' WOOD FENCE
15.94' W
PARCEL NO.: 2434-501-0129-000-7
OWNER: VERNESHIA L. SANDERS
370.00' (P)
N00°43'09"E 371.70' (F)
6' WOOD FENCE
11.08' W
4' CHAIN LINK FENCE
10.58' W
PARCEL NO.: 2434-501-0128-000-0
OWNER: MARTIN C. JIMENEZ
4' CHAIN LINK FENCE
2.17' W
SET 5/8" IRON ROD
& CAP LB6860
SET 5/8" IRON ROD
& CAP LB6860
133.55 (P)
S89°36'50"E 132.68' (F)
BLOCK 10
ST. JAMES PARK
P.B. 5, PG. 58, S.L.C.R.
BLOCK 4
ST. JAMES PARK
P.B. 5, PG. 58, S.L.C.R.
BLOCK 9
ST. JAMES PARK
P.B. 5, PG. 58, S.L.C.R.
ST. MARKS DRIVE
(UNNAMED PER PLAT)
60' RIGHT OF WAY PER
P.B. 5, PG. 58, S.C.L.R.
ST. BENEDICTS ROAD
(UNNAMED PER PLAT)
60' RIGHT OF WAY PER
P.B. 5, PG. 58, S.C.L.R.
ST. JAMES BLVD.
(UNNAMED PER PLAT)
50' RIGHT OF WAY PER
P.B. 5, PG. 58, S.C.L.R.
18" CMP
OHW
S00°27'40"W 372.37' (F)
370.00' (P)
PARCEL NO.: 2434-112-0001-000-0
OWNER: ST LUCIE COUNTY
EAST LINE OF SOUTHEAST ONE-QUARTER (SE. ¼) OF THE NORTHEAST ONE-QUARTER (NE. ¼) OF SECTION 34-35-40
15' UTILITY EASEMENT
D.B. 87, PG. 432, S.L.C.R.
ACREAGE
NE. 1/4 OF SECTION 34-35-40
(UNNAMED ROAD PER PLAT)
25' RIGHT OF WAY PER (NEVER CONSTRUCTED)
P.B. 5, PG. 58, S.C.L.R.
PARCEL NO.: 2434-141-0001-000-0
OWNER: GATOR TRACE PARTNERS III LLC
25'
18" CMP
13.45'
MATCH LINE "A"
(SEE SHEET 3)
MATCH LINE "A"
(SEE SHEET 3)

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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

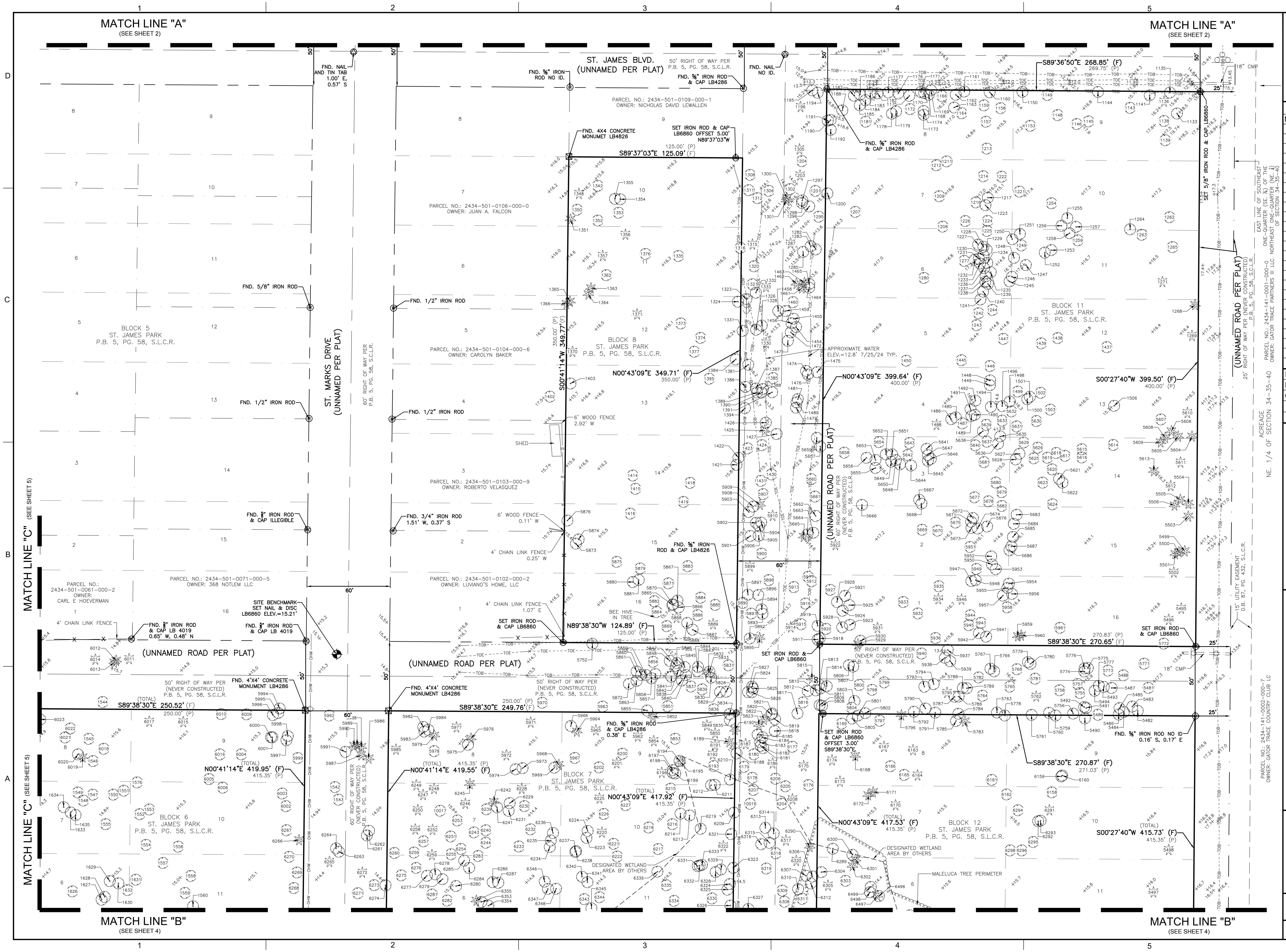
ALTA/NSPS LAND
TITLE SURVEY

SHEET NUMBER 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 "B"
(SEE SHEET 4)
MATCH LINE "C" (SEE SHEET 5)
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)
50' RIGHT OF WAY PER (NEVER CONSTRUCTED) P.B. 5, PG. 58, S.C.L.R.
BLOCK 5 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 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 12 ST. JAMES PARK P.B. 5, PG. 58, S.L.C.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.: 2434-501-0071-000-5 OWNER: 368 NOTLEM LLC
PARCEL NO.: 2434-501-0061-000-2 OWNER: CARL E HOEVERMAN
PARCEL NO.: 2434-141-0001-000-0 OWNER: GATOR TRACE PARTNERS III LLC
PARCEL NO.: 2434-141-0002-000-7 OWNER: GATOR TRACE COUNTRY CLUB LC
EAST LINE OF SOUTHEAST ONE-QUARTER (SE 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 34-35-40
ACREAGE NE. 1/4 OF SECTION 34-35-40
(UNNAMED ROAD PER PLAT) 25' RIGHT OF WAY PER (NEVER CONSTRUCTED) P.B. 5, PG. 58, S.C.L.R.
15' UTILITY EASEMENT D.B. 87, PG. 432, S.C.L.R.
S89°36'50"E 268.85' (F) 269.75' (P)
S89°37'03"E 125.09' (F) 125.00' (P)
S00°41'14"W 349.77' (F) 350.00' (P)
N00°43'09"E 349.71' (F) 350.00' (P)
N00°43'09"E 399.64' (F) 400.00' (P)
S00°27'40"W 399.50' (F) 400.00' (P)
N89°38'30"W 124.89' (F) 125.00' (P)
S89°38'30"E 270.65' (F) 270.83' (P)
S89°38'30"E 250.52' (F) 250.00' (P)
S89°38'30"E 249.76' (F) 250.00' (P)
S89°38'30"E 270.87' (F) 271.03' (P)
N00°41'14"E 419.95' (F) (TOTAL) 415.35' (P)
N00°41'14"E 419.55' (F) (TOTAL) 415.35' (P)
N00°43'09"E 417.92' (F) (TOTAL) 415.35' (P)
N00°43'09"E 417.53' (F) 415.35' (P)
S00°27'40"W 415.73' (F) (TOTAL) 415.35' (P)
FND. NAIL AND TIN TAB 1.00' E, 0.57' S
FND. 5/8" IRON ROD NO ID.
FND. NAIL NO ID.
FND. 5/8" IRON ROD & CAP LB4286
FND. 4X4 CONCRETE MONUMENT LB4826
SET IRON ROD & CAP LB6860 OFFSET 5.00' N89°37'03"W
SET 5/8" IRON ROD & CAP LB6860
FND. 5/8" IRON ROD
FND. 1/2" IRON ROD
FND. 3/4" IRON ROD 1.51' W, 0.37' S
FND. 5/8" IRON ROD & CAP ILLEGIBLE
FND. 5/8" IRON ROD & CAP LB 4019 0.65' W, 0.48' N
FND. 5/8" IRON ROD & CAP LB 4019
FND. 4"X4" CONCRETE MONUMENT LB4286
FND. 5/8" IRON ROD & CAP LB4826
FND. 5/8" IRON ROD & CAP LB4286 0.38' E
FND. 5/8" IRON ROD NO ID 0.16' S, 0.17' E
SET IRON ROD & CAP LB6860
SET IRON ROD & CAP LB6860 OFFSET 3.00' S89°38'30"E
SITE BENCHMARK SET NAIL & DISC LB6860 ELEV.=15.21'
APPROXIMATE WATER ELEV.=12.8' 7/25/24 TYP.
6' WOOD FENCE 2.92' W
6' WOOD FENCE 0.11' W
4' CHAIN LINK FENCE 0.25' W
4' CHAIN LINK FENCE 1.07' E
4' CHAIN LINK FENCE
SHED
BEE HIVE IN TREE
18" CMP
DESIGNATED WETLAND AREA BY OTHERS
MALELUCA TREE PERIMETER
60'
50'
25'
1
2
3
4
5
A
B
C
D

![KEITH logo]

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REVISIONS		
NO.	DESCRIPTION	DATE

DATE:	08/13/24
DRAWN BY:	ZPB
CHECKED BY:	WA
FIELD BOOK:	1160 & 1164

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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

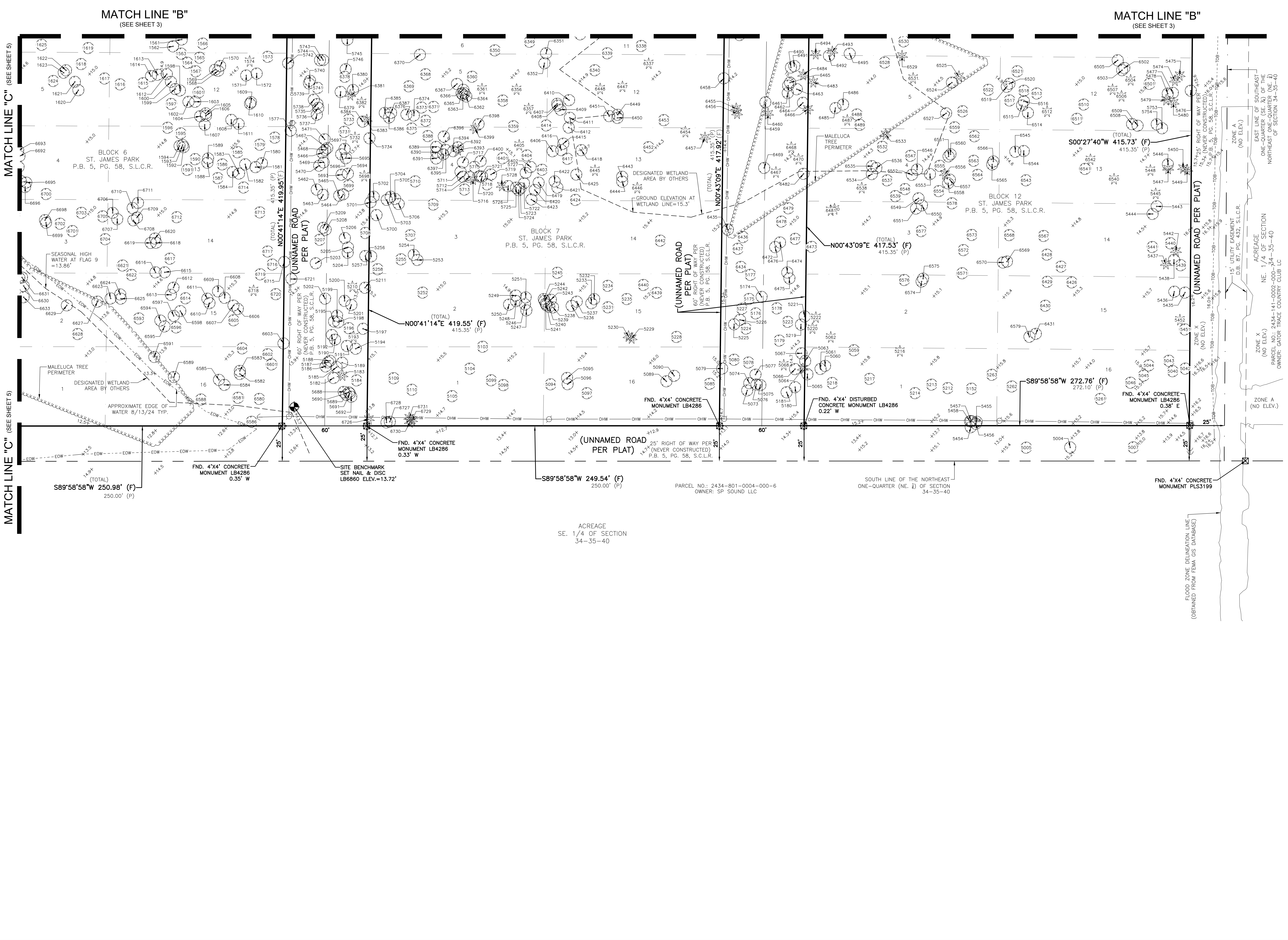
ALTA/NSPS LAND TITLE SURVEY

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


MATCH LINE "B"
(SEE SHEET 3)
MATCH LINE "B"
(SEE SHEET 3)
MATCH LINE "C" (SEE SHEET 5)
MATCH LINE "C" (SEE SHEET 5)
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.
(UNNAMED ROAD PER PLAT)
60' RIGHT OF WAY PER (NEVER CONSTRUCTED) P.B. 5, PG. 58, S.L.C.R.
25' RIGHT OF WAY PER (NEVER CONSTRUCTED) P.B. 5, PG. 58, S.L.C.R.
N00°41'14"E 419.95'(F)
415.35' (P)
N00°41'14"E 419.55' (F)
(TOTAL) 415.35' (P)
N00°43'09"E 417.92' (F)
N00°43'09"E 417.53' (F)
(TOTAL) 415.35' (P)
S00°27'40"W 415.73' (F)
(TOTAL) 415.35' (P)
S89°58'58"W 250.98' (F)
(TOTAL) 250.00' (P)
S89°58'58"W 249.54' (F)
250.00' (P)
S89°58'58"W 272.76' (F)
272.10' (P)
DESIGNATED WETLAND AREA BY OTHERS
GROUND ELEVATION AT WETLAND LINE=15.3'
MALELUCA TREE PERIMETER
SEASONAL HIGH WATER AT FLAG 9 =13.86'
APPROXIMATE EDGE OF WATER 8/13/24 TYP.
SITE BENCHMARK SET NAIL & DISC LB6860 ELEV.=13.72'
FND. 4'X4' CONCRETE MONUMENT LB4286 0.35' W
FND. 4'X4' CONCRETE MONUMENT LB4286 0.33' W
FND. 4'X4' CONCRETE MONUMENT LB4286
FND. 4'X4' DISTURBED CONCRETE MONUMENT LB4286 0.22' W
FND. 4'X4' CONCRETE MONUMENT LB4286 0.38' E
FND. 4'X4' CONCRETE MONUMENT PLS3199
PARCEL NO.: 2434-801-0004-000-6
OWNER: SP SOUND LLC
SOUTH LINE OF THE NORTHEAST ONE-QUARTER (NE. 1/4) OF SECTION 34-35-40
ACREAGE SE. 1/4 OF SECTION 34-35-40
ACREAGE NE. 1/4 OF SECTION 34-35-40
PARCEL NO.: 2434-141-0002-000-4
OWNER: GATOR TRACE COUNTRY CLUB LC
EAST LINE OF SOUTHEAST ONE-QUARTER (SE. 1/4) OF THE NORTHEAST ONE-QUARTER (NE. 1/4) OF SECTION 34-35-40
15' UTILITY EASEMENT D.B. 87, PG. 432, S.L.C.R.
ZONE A (NO ELEV.)
ZONE X (NO ELEV.)
FLOOD ZONE DELINEATION LINE (OBTAINED FROM FEMA GIS DATABASE)
60'
25'
OHW
EOW
1
2
3
4
5
A
B
C
D

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DATE:	08/13/24
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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 4 OF 7

PROJECT NUMBER 13844.00

Plotted by: dbittner On 11/6/2024 7:02 PM

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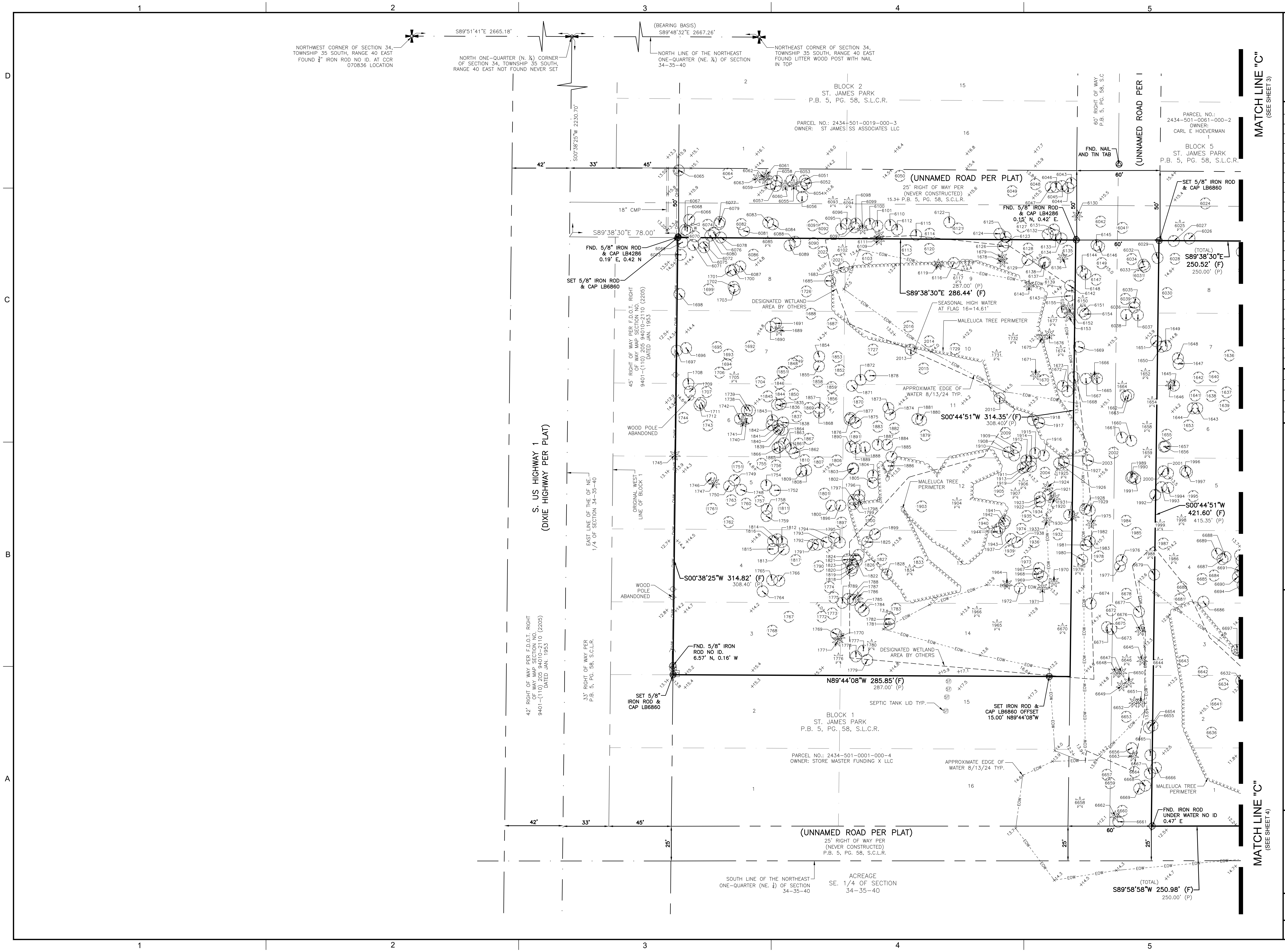

1
2
3
4
5
D
C
B
A
NORTHWEST CORNER OF SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST FOUND ¾" IRON ROD NO ID. AT CCR 070836 LOCATION
S89°51'41"E 2665.18'
NORTH ONE-QUARTER (N. ¼) CORNER OF SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST NOT FOUND NEVER SET
(BEARING BASIS) S89°48'32"E 2667.26'
NORTH LINE OF THE NORTHEAST ONE-QUARTER (NE. ¼) OF SECTION 34-35-40
NORTHEAST CORNER OF SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST FOUND LITTER WOOD POST WITH NAIL IN TOP
S00°38'25"W 2230.70'
BLOCK 2 ST. JAMES PARK P.B. 5, PG. 58, S.L.C.R.
PARCEL NO.: 2434-501-0019-000-3 OWNER: ST JAMES SS ASSOCIATES LLC
60' RIGHT OF WAY PER P.B. 5, PG. 58, S.C
(UNNAMED ROAD PER PLAT)
PARCEL NO.: 2434-501-0061-000-2 OWNER: CARL E HOEVERMAN
BLOCK 5 ST. JAMES PARK P.B. 5, PG. 58, S.L.C.R.
FND. NAIL AND TIN TAB
(UNNAMED ROAD PER PLAT)
25' RIGHT OF WAY PER (NEVER CONSTRUCTED) P.B. 5, PG. 58, S.C.L.R.
42'
33'
45'
50'
60'
18" CMP
S89°38'30"E 78.00'
FND. 5/8" IRON ROD & CAP LB4286 0.19' E, 0.42' N
SET 5/8" IRON ROD & CAP LB6860
FND. 5/8" IRON ROD & CAP LB4286 0.15' N, 0.42' E.
SET 5/8" IRON ROD & CAP LB6860
S89°38'30"E 286.44' (F) 287.00' (P)
(TOTAL) S89°38'30"E 250.52' (F) 250.00' (P)
DESIGNATED WETLAND AREA BY OTHERS
SEASONAL HIGH WATER AT FLAG 16=14.61'
MALELUCA TREE PERIMETER
APPROXIMATE EDGE OF WATER 8/13/24 TYP.
S00°44'51"W 314.35' (F) 308.40' (P)
45' RIGHT OF WAY PER F.D.O.T. RIGHT OF WAY MAP SECTION NO. 9401-(110) 205 94010-2110 (2205) DATED JAN. 1953
WOOD POLE ABANDONED
S. US HIGHWAY 1 (DIXIE HIGHWAY PER PLAT)
EAST LINE OF THE NE. 1/4 OF SECTION 34-35-40
ORIGINAL WEST LINE OF BLOCK 1
MALELUCA TREE PERIMETER
S00°44'51"W 421.60' (F) 415.35' (P)
S00°38'25"W 314.82' (F) 308.40' (P)
WOOD POLE ABANDONED
FND. 5/8" IRON ROD NO ID. 6.57' N, 0.16' W
SET 5/8" IRON ROD & CAP LB6860
N89°44'08"W 285.85' (F) 287.00' (P)
SEPTIC TANK LID TYP.
SET IRON ROD & CAP LB6860 OFFSET 15.00' N89°44'08"W
DESIGNATED WETLAND AREA BY OTHERS
42' RIGHT OF WAY PER F.D.O.T. RIGHT OF WAY MAP SECTION NO. 9401-(110) 205 94010-2110 (2205) DATED JAN. 1953
33' RIGHT OF WAY PER P.B. 5, PG. 58, S.L.C.R.
BLOCK 1 ST. JAMES PARK P.B. 5, PG. 58, S.L.C.R.
PARCEL NO.: 2434-501-0001-000-4 OWNER: STORE MASTER FUNDING X LLC
APPROXIMATE EDGE OF WATER 8/13/24 TYP.
MALELUCA TREE PERIMETER
FND. IRON ROD UNDER WATER NO ID 0.47' E
(UNNAMED ROAD PER PLAT)
25' RIGHT OF WAY PER (NEVER CONSTRUCTED) P.B. 5, PG. 58, S.C.L.R.
25'
SOUTH LINE OF THE NORTHEAST ONE-QUARTER (NE. ¼) OF SECTION 34-35-40
ACREAGE SE. 1/4 OF SECTION 34-35-40
(TOTAL) S89°58'58"W 250.98' (F) 250.00' (P)
MATCH LINE "C" (SEE SHEET 3)
MATCH LINE "C" (SEE SHEET 4)
EOW

KEITH

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PH: (954) 788-3400

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DATE:	08/13/24
DRAWN BY:	ZPB
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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 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
718	ANON FRUIT	8
719	QUINEP FRUIT	8
722	UNKNOWN	5
768	ROYAL POINCIANA	11
774	UNKNOWN	7
775	PALM	10
776	PALM	8
777	PALM	11
778	ROYAL POINCIANA	4
779	PALM	6
780	PALM	12
785	PALM	8
786	PALM	9
787	PALM	8
788	OAK	16
789	PALM	10
790	PALM	10
791	PALM	6
793	PALM	9
794	PALM	10
795	PALM	8
796	OAK	18
797	OAK	4
798	ALBIZIA	6
799	PALM	6
800	PALM	8
801	PALM	10
802	PALM	7
812	PALM	6
813	PALM	5
814	PALM	10
818	PALM	9
819	PALM	10
820	PALM	10
821	OAK	8
822	OAK	21
823	PALM	14
824	PALM	14
825	PALM	14
826	PALM	6
827	ALBIZIA	15
828	ALBIZIA	10
829	PALM	4
831	ALBIZIA	4
834	PALM	14
839	PALM	14
842	PALM	13
843	PALM	14
844	PALM	14
845	PALM	6
846	OAK	5
847	PALM	16
848	MELALEUCA	9
849	MELALEUCA	9
850	MELALEUCA	7
851	OAK	5
852	PALM	15
853	PALM	11
854	OAK	5
855	ARZIBIA	6
856	ARZIBIA	9
857	PALM	7
858	PALM	9
859	PALM	10
860	ARZIBIA	9
861	PALM	10
862	PALM	8
863	PALM	7
864	PALM	4
865	PALM	4
866	PALM	8
867	PALM	10
868	PALM	8
869	PALM	9
870	PALM	8
871	PALM	9
872	PALM	7
873	PALM	7
874	PALM	7
890	OAK	7
891	PALM	8
892	OAK	13
893	PALM	12
894	PALM	14
895	OAK	19
896	OAK	7
897	OAK	12
898	PALM	15
899	OAK	7
900	PALM	12
901	OAK	8
902	PALM	14
903	PALM	14
904	PALM	14
905	PALM	14
906	PALM	11
907	PALM	11
908	ARZIBIA	4
909	PALM	13
910	PALM	13
911	OAK	9
912	PALM	12
913	PALM	12
914	PALM	14
915	PALM	14
916	OAK	8
917	OAK	(2) 6
918	PALM	7
919	PALM	7
920	OAK	24
921	OAK	28
922	OAK	27
923	PALM	14
924	PALM	12
925	OAK	9
926	OAK	9
927	PALM	13
928	ARTIZIA	9
929	PALM	14
930	PALM	12
931	PALM	14
932	PALM	6
933	OAK	28
934	PALM	(2) 4
935	PALM	5
936	PALM	9
937	PALM	5
938	PALM	10
939	PALM	5
940	ARTIZIA	5

TREE NUMBER	TREE NAME	DIAMETER IN INCHES
941	PALM	8
942	PALM	13
943	ARTIZIA	8
944	ARTIZIA	8
945	MANGO	17
946	PALM	15
947	PALM	13
948	PALM	13
949	PALM	14
950	PALM	15
951	OAK	4
952	PALM	13
953	PALM	14
954	OAK	5
955	PALM	8
956	PALM	10
957	OAK	4
958	PALM	6
959	PALM	8
960	OAK	5
961	OAK	4
962	OAK	13
963	UMBRELLA	5
964	OAK	32
966	OAK	6
967	PALM	14
968	PALM	13
969	PALM	10
970	PALM	10
971	PALM	6
972	PALM	15
1133	OAK	3
1135	ARTIZIA	5
1136	PALM	13
1138	OPAK	7
1139	OAK	12
1141	OAK	13
1143	OAK	11
1144	OAK	14
1145	OAK	17
1146	OAK	11
1148	OAK	11
1149	OAK	4
1150	UMBRELLA CLUSTER	24
1153	OAK	22
1157	OAK	4
1158	OAK	4
1159	OAK	4
1160	OAK	4
1161	OAK	7
1162	OAK	6
1163	OAK	5
1164	OAK	9
1166	OAK	4
1168	OAK	6
1169	OAK	4
1170	OAK	5
1171	OAK	4
1172	OAK	11
1173	UMBRELLA	4
1174	OAK	3
1175	OAK	4
1176	OAK	4
1177	OAK	6
1178	OAK	14
1179	ARTIZIA	4
1181	ROYAL POINCIANA	8
1182	OAK	4
1183	OAK	4
1184	OAK	5
1185	OAK	7
1186	OAK	4
1187	OAK	9
1188	OAK	14
1190	OAK	7
1191	OAK	5
1192	OAK	10
1194	OAK	(2) 4
1195	OAK	4
1196	PALM	13
1200	OAK	5
1201	OAK	12
1203	PALM	15
1204	OAK	12
1207	UMBRELLA	10
1208	PINE	9
1209	OAK	(3) 4
1211	OAK	16
1212	OAK	5
1213	OAK	21
1214	OAK	5
1216	PINE	6
1217	PINE	13
1221	OAK	8
1222	PINE	6
1223	PINE	4
1224	PINE	7
1225	PINE	9
1226	OAK	4
1227	PINE	7
1228	PINE	4
1229	PINE	4
1230	PINE	5
1231	PINE	8
1232	PINE	4
1233	OAK	4
1234	PINE	4
1235	PINE	9
1236	PINE	5
1237	OAK	5
1238	PINE	5
1239	OAK	(2) 5
1240	PINE	5
1241	PINE	10
1242	PINE	8
1243	PINE	12
1244	OAK	(3) 5
1245	PINE	10
1246	PINE	4
1247	PINE	6
1248	PINE	8
1249	OAK	7
1250	PINE	4
1251	PINE	7
1252	OAK	5
1253	OAK	4
1254	OAK	5
1255	OAK	11
1256	PINE	13
1257	OAK	10

TREE NUMBER	TREE NAME	DIAMETER IN INCHES
1258	OAK	4
1259	OAK	4
1262	OAK	29
1263	OAK	11
1264	OAK	7
1265	OAK	42
1268	PALM	14
1269	PALM	13
1271	PALM	12
1277	OAK	4
1280	UMBRELLA	4
1282	OAK	5
1283	MELALEUCA	15
1285	OAK	4
1287	PALM	10
1295	OAK	4
1296	OAK	10
1297	OAK	7
1298	OAK	4
1300	PALM	7
1301	PALM	7
1302	OAK	5
1305	PALM	16
1306	OAK	4
1308	OAK	48
1311	OAK	6
1312	OAK	8
1316	OAK	4
1320	UNKNOWN	4
1321	OAK	4
1323	OAK	12
1324	OAK	8
1326	OAK	6
1328	OAK	4
1330	PALM	13
1331	OAK	11
1332	OAK	5
1333	PALM	13
1335	OAK	17
1342	OAK	7
1348	PALM	15
1350	OAK	9
1351	PALM	12
1352	OAK	11
1353	OAK	20
1354	OAK	13
1355	OAK	6
1356	PALM	7
1357	PALM	16
1362	OAK	4
1363	PALM	5
1364	PALM	5
1365	PALM	14
1366	PALM	5
1370	PALM	19
1371	PALM	15
1373	OAK	8
1374	OAK	7
1376	UMBRELLA	(2) 5
1377	OAK	25
1381	OAK	11
1384	OAK	16
1385	MELALEUCA	9
1386	OAK	11
1387	OAK	9
1388	MELALEUCA	32
1389	OAK	7
1390	OAK	4
1391	MELALEUCA	15
1394	OAK	13
1395	OAK	8
1402	PINE	25
1403	OAK	16
1414	UNKNOWN	4
1415	SILKY OAK	8
1416	MAPLE	15
1418	UMBRELLA	20
1419	UMBRELLA	10
1421	UMBRELLA	5
1422	UMBRELLA	5
1423	OAK	17
1424	OAK	9
1425	PALM	8
1426	OAK	8
1427	MELALEUCA	12
1430	MELALEUCA	8
1431	OAK	30
1437	OAK	6
1438	OAK	7
1439	OAK	8
1445	PINE	7
1446	PINE	10
1447	PINE	5
1448	PINE	6
1449	OAK	4
1450	PINE	13
1454	OAK	5
1455	OAK	4
1456	MELALEUCA	13
1458	OAK	5
1459	MAPLE	8
1460	OAK	(2) 5
1461	PALM	15
1462	PALM	16
1463	PALM	10
1464	OAK	4
1465	OAK	5
1471	MELALEUCA	43
1472	OAK	7
1474	MELALEUCA	4
1475	OAK	4
1476	MAELALEUCA	16
1479	MELALEUCA	(2) 4
1480	MELALEUCA	4
1481	MELALEUCA	4
1485	PINE	6
1486	PINE	5
1487	PINE	8
1488	PALM	10
1489	PINE	9
1490	PINE	7
1491	PINE	4
1492	PINE	5
1494	PINE	9
1496	MELALEUCA	5
1498	PINE	4
1499	OAK	5
1500	PINE	7
1501	PINE	7
1502	PINE	8

TREE NUMBER	TREE NAME	DIAMETER IN INCHES
1503	OAK	9
1506	MELALEUCA	15
1542	OAK	6
1543	OAK	6
1544	MELALEUCA	13
1545	MELALEUCA	20
1546	OAK	5
1547	OAK	6
1548	OAK	10
1549	PINE	11
1550	PINE	14
1551	PINE	13
1552	OAK	14
1553	PINE	17
1554	PINE	19
1555	OAK	5
1556	OAK	8
1557	OAK	12
1558	PINE	10
1559	PINE	11
1560	PINE	7
1561	PINE	4
1562	PINE	6
1563	OAK	4
1564	PINE	5
1565	PINE	5
1566	PINE	12
1567	PINE	6
1568	PINE	4
1569	PINE	4
1570	PINE	12
1571	PINE	13
1572	PINE	10
1573	OAK	4
1574	PALM	13
1576	PINE	18
1577	OAK	4
1578	OAK CLUSTER	18
1579	PINE	8
1580	PINE	9
1581	PINE	10
1582	PINE	4
1583	PINE	10
1584	PINE	7
1585	PINE	4
1586	PINE	8
1587	PINE	5
1588	PINE	7
1589	PINE	4
1590	PINE	7
1591	PINE	6
1592	OAK	7
1593	OAK	5
1594	PINE	16
1595	OAK	10
1596	PINE	4
1597	PINE	19
1598	OAK	8
1599	OAK	4
1600	OAK	7
1601	OAK	6
1602	OAK	6
1603	PINE	9
1604	OAK	6
1605	OAK	4
1606	OAK	4
1607	PINE	16
1608	OAK	5
1609	PINE	6
1610	OAK	4
1611	PINE	7
1612	OAK	6
1613	OAK	5
1614	OAK	4
1615	OAK	9
1616	OAK	8
1617	OAK	8
1618	PINE	19
1619	PINE	16
1620	PINE	15
1621	OAK	7
1622	OAK	7
1623	OAK	5
1624	PINE	12
1625	PINE	18
1626	PINE	4
1627	OAK	8
1628	OAK	6
1629	OAK	6
1630	PINE	8
1631	OAK	7
1632	PINE	15
1633	PINE	7
1634	PINE	4
1635	PINE	4
1636	PINE	18
1637	PINE	14
1638	OAK	7
1639	OAK	6
1640	PINE	7
1641	PINE	16
1642	PINE	6
1643	PINE	7
1644	PINE	6
1645	UMBRELLA	7
1646	PALM	9
1647	OAK	14
1648	OAK	26
1649	UMBRELLA	12
1650	OAK	17
1651	OAK	12
1652	PALM	13
1653	PINE	17
1654	PALM	12
1655	OAK	6
1656	OAK	4
1657	PINE	5
1658	PALM	16
1659	PALM	12
1660	OAK	7
1661	OAK	8
1662	OAK	9
1663	OAK	9
1664	PALM	17
1665	OAK	5
1666	PALM	11
1667	OAK	16
1668	OAK	10
1669	OAK	36
1670	OAK	4

TREE NUMBER	TREE NAME	DIAMETER IN INCHES
1671	PALM	10
1672	OAK	7
1673	OAK	4
1674	PALM	13
1675	PALM	12
1676	PALM	10
1677	PALM	11
1678	PALM	12
1679	PALM	13
1683	OAK	7
1685	PINE	16
1687	PINE	10
1688	PINE	10
1689	PALM	10
1690	OAK	20
1691	OAK	6
1692	OAK	5
1693	PINE	16
1694	PINE	12
1695	OAK CLUSTER	48
1696	UNKNOWN	5
1697	OAK	6
1698	OAK	48
1699	OAK	5
1700	PINE	5
1701	PINE	11
1702	PINE	17
1703	OAK	4
1704	OAK	12
1705	PALM	15
1706	OAK	9
1707	UNKNOWN	22
1708	OAK	12
1709	OAK	7
1711	OAK	7
1712	OAK	8
1726	MELALEUCA	12
1727	MELALEUCA	11
1729	OAK	6
1731	PALM	12
1732	PALM	13
1738	PINE	9
1739	PINE	9
1740	PINE	11
1741	PALM	13
1742	OAK	24
1745	PALM	11
1746	PINE	7
1747	PALM	13
1748	PINE	12
1749	PINE	9
1750	OAK	8
1751	OAK	7
1752	OAK	7
1754	PINE	6
1755	PINE	14
1756	OAK	8
1757	OAK	10
1758	OAK	8
1759	OAK	4
1760	OAK	18
1761	OAK	7
1762	OAK	26
1763	OAK	6
1764	OAK	24
1765	PINE	11
1766	OAK	6
1767	OAK	12
1768	OAK	10
1769	OAK	17
1770	PALM	12
1771	PALM	12
1772	PINE	10
1773	ROYAL POINCIANA	5
1774	PINE	8
1775	PINE	11
1776	PALM	12
1777	OAK	8
1778	OAK	5
1779	OAK	17
1780	PALM	12
1781	MELALEUCA	22
1782	MELALEUCA	10
1783	MELALEUCA	7
1784	MELALEUCA	12
1785	MELALEUCA	5
1786	PALM	6
1787	MELALEUCA	11
1788	OAK	7
1789	MELALEUCA	7
1790	PINE	11
1791	PINE	7
1792	PINE	4
1793	OAK	6
1794	PINE	12
1795	PINE	12
1796	PINE	9
1797	PINE	9
1798	PINE	9
1799	MELALEUCA	5
1800	PINE	5
1801	PINE	11
1802	PINE	6
1803	PINE	9
1804	PINE	7
1805	PINE	9
1806	PINE	9
1807	OAK	6
1808	OAK	7
1809	PINE	32
1810	OAK	8
1811	PINE	10
1812	PINE	12
1813	PINE	12
1814	PINE	5
1815	OAK	4
1816	PINE	9
1817	OAK	4
1818	MELALEUCA	6
1819	MELALEUCA	12
1820	MELALEUCA	6
1821	MELALEUCA	10
1822	MELALEUCA	5
1823	MELALEUCA	(2) 9
1824	MELALEUCA	11
1825	MELALEUCA	8
1826	PINE	10
1827	PINE	8
1828	PINE	6
1833	PINE	7

TREE NUMBER	TREE NAME	DIAMETER IN INCHES
1834	PALM	5
1835	OAK	4
1836	PINE	8
1837	PINE	8
1838	PINE	11
1839	OAK	7
1840	PINE	8
1841	PINE	4
1842	PINE	10
1843	OAK	5
1844	OAK	5
1845	OAK	4
1846	OAK	4
1847	OAK	4
1848	PINE	11
1849	PINE	12
1850	PINE	9
1851	OAK	4
1852	PINE	10
1853	PINE	11
1854	PINE	10
1855	PINE	7
1856	PINE	13
1857	PINE	10
1858	PINE	5
1859	PINE	8
1861	PINE	8
1862	PINE	7
1863	PINE	7
1864	PINE	5
1865	PINE	11
1866	OAK	5
1867	PINE	8
1868	PINE	6
1869	PINE	10
1870	PINE	13
1871	PINE	6
1872	PINE	10
1873	PINE	12
1874	PINE	9
1875	PINE	4
1876	PINE	5
1877	PINE	5
1878	PINE	7
1879	MELALEUCA	12
1880	PINE	11
1881	MELALEUCA	7
1882	MELALEUCA	15
1883	MELALEUCA	8
1884	PINE	4
1885	PINE	5
1886	PINE	11
1887	MELALEUCA	4
1888	PINE	12
1889	PINE	5
1890	PINE	7
1891	PINE	8
1896	OAK	4
1897	MELALEUCA	5
1899	OAK	4
1900	PINE	7
1903	PINE	8
1904	PALM	8
1905	PINE	9
1906	PALM	10
1907	PALM	10
1908	PINE	13
1909	PINE	6
1910	OAK	8
1911	OAK	7
1912	OAK	7
1913	PINE	7
1914	PINE	7
1915	PINE	7
1916	PINE	7
1917	OAK	5
1918	OAK	8
1919	PINE	5
1920	PALM	10
1921	PINE	12
1922	PINE	12
1923	OAK	7
1924	PALM	12
1925	PALM	13
1926	PINE	9
1927	PINE	4
1928	OAK	9
1929	OAK	8
1930	PALM	10
1931	OAK	10
1932	OAK	9
1933	PALM	12
1934	OAK	5
1935	OAK	6
1936	OAK	10
1937	OAK	5
1938	OAK	5
1939	OAK	8
1940	PINE	12
1941	PINE	5
1942	PINE	5
1943	PINE	11
1944	PINE	11
1964	PALM	13
1965	PALM	9
1966	PALM	12
1967	OAK	7
1968	OAK	10
1969	PINE	12
1970	PALM	12
1971	PALM	10
1972	OAK	5
1973	OAK	7
1974	MELALEUCA	8
1975	PALM	12
1976	OAK	40
1977	OAK	10
1978	UMBRELLA	18
1979	PALM	10
1980	MELALEUCA	5
1981	OAK	4
1982	OAK	5
1983	OAK	5
1984	OAK	6
1985	OAK	35
1986	PALM	14
1987	OAK	10
1988	PALM	10
1989	OAK	4
1990	OAK	6

TREE NUMBER	TREE NAME	DIAMETER IN INCHES
1991	OAK	7
1992	OAK	30
1993	OAK	7
1994	OAK	7
1995	MELALEUCA	7
1996	MELALEUCA	5
1997	MELALEUCA	6
1998	PALM	14
1999	PALM	10
2000	OAK	6
2001	OAK	8
2002	OAK	20
2003	OAK	4
2004	MALALUCA	30
2009	MELALEUCA	12
2010	PINE	11
2013	OAK	6
2014	OAK	8
2015	OAK	20
2016	OAK	5
2021	OAK	4
2022	OAK	4
5004	OAK	4
5005	PINE	10
5007	PINE	10
5040	OAK	12
5042	PINE	18
5043	PINE	18
5044	PINE	12
5045	OAK	10
5046	PINE	24
5059	OAK	10
5060	OAK	15
5061	OAK	8
5062	PALM	15
5063	PINE	15
5064	PALM	15
5065	OAK	6
5066	OAK	6
5067	OAK	4
5068	PALM	18
5073	PINE	8
5074	OAK	8
5075	PINE	8
5076	PINE	8
5077	PINE	12
5078	PINE	12
5079	OAK	12
5080	PINE	12
5085	OAK	10
5089	OAK	18
5090	OAK	15
5094	OAK	12
5095	OAK	10
5096	OAK	10
5097	OAK CLUSTER	6
5098	PINE	18
5099	OAK CLUSTER	40
5103	MALALUCA	18
5104	PINE	6
5105	OAK CLUSTER	36
5109	OAK	6
5110	OAK	18
5152	OAK	8
5174	PINE	8
5175	PINE	8
5176	PINE	8
5177	PINE	10
5178	PINE	10
5179	PINE	15
5180	PINE	10
5181	PINE	6
5182	OAK	4
5183	PALM	18
5184	OAK	4
5185	PINE	12
5186	PINE	12
5187	OAK	10
5188	OAK	8
5189	PINE	10
5190	OAK	4
5191	OAK	4
5192	PINE	10
5193	PALM	18
5194	PINE	18
5195	PINE	10
5196	PINE	6
5197	OAK	8
5198	PINE	6
5199	PINE	12
5200	PINE	12
5201	OAK	6
5202	PINE	8
5203	OAK CLUSTER	12
5204	OAK	6
5205	PINE	8
5206	PINE	8
5207	PINE	10
5208	PINE DOUBLE	15
5209	OAK	6
5210	PALM	15
5211	OAK	6
5212	OAK	12
5213	PINE	8
5214	OAK	4
5216	PALM	12
5217	PINE	10
5218	OAK	12
5219	PINE	10
5220	PALM	18
5221	PINE	10
5222	PALM	18
5223	PINE	6
5224	PINE	12
5225	PINE	6
5226	PINE	10
5227	OAK	4
5228	OAK	10
5229	PALM	8
5230	PALM	12
5231	PINE	6
5232	OAK	10
5233	PINE	18
5234	PINE	12
5235	PINE	6
5236	PINE	10
5237	PINE	8
5238	PINE	10
5239	PINE	6
5240	PINE	8

TREE NUMBER	TREE NAME	DIAMETER IN INCHES
5241	PINE	10
5242	OAK	6
5243	PINE	6
5244	PINE	6
5245	PINE	20
5246	PINE	6
5247	PINE	10
5248	PINE	12
5249	PINE	10
5250	OAK	15
5251	PINE	6
5252	OAK	18
5253	PINE	10
5254	PINE	8
5255	PINE	6
5256	PINE	10
5257	PINE	6
5258	PINE	8
5261	OAK CLUSTER	18
5262	PINE	8
5263	OAK	8
5435	PINE	12
5436	PINE	15
5437	PALM	15
5438	PINE	10
5439	PINE	10
5440	PINE	20
5441	PINE	12
5442	PALM	18
5443	PINE	12
5444	PINE	12
5445	PALM	15
5446	MALELUCA	10
5447	PALM	12
5448	PALM	15
5449	PALM	12
5450	PALM	10
5451	PINE	12
5452	PALM	15
5454	OAK	4
5455	OAK	4
5456	OAK	4
5457	OAK	4
5458	OAK	4
5462	OAK DOUBLE	4
5463	OAK	4
5464	PINE	6
5465	OAK	4
5466	OAK	6
5467	OAK	6
5468	OAK	4
5469	PINE	8
5470	OAK	15
5471	PINE	10
5474	PALM	12
5475	PALM	15
5476	PINE	12
5477	OAK	6
5478	PINE	10
5479	PALM	18
5480	PALM	12
5481	PINE	12
5482	PINE	10
5483	PINE	10
5484	PINE	8
5485	PINE	8
5486	PINE	8
5487	PINE	8
5488	OAK	4
5489	PINE	10
5490	PINE	8
5491	PINE	8
5492	PINE	8
5493	PINE	10
5494	PINE	4
5495	PALM	15
5496	PALM	12
5497	PALM	12
5498	PALM	15
5499	PALM	12
5500	PALM	12
5501	PALM	10
5502	PALM	12
5503	PALM	12
5504	PALM	12
5505	PALM	12
5506	PALM	12
5604	PALM	12
5605	PALM	12
5606	PALM	10
5607	PINE	20
5608	PALM	10
5609	PALM	15
5610	PALM	18
5611	PALM	18
5612	PALM	18
5613	PALM	18
5614	PINE	15
5615	OAK	5
5616	OAK	6
5617	PINE	10
5618	OAK	6
5619	PINE	6
5620	PINE	4
5621	OAK	6
5622	PINE	12
5623	PINE	6
5624	PINE	4
5625	PINE	8
5626	PINE	4
5627	OAK	4
5628	PINE	20
5629	OAK	6
5630	OAK	4
5631	PINE	8
5632	MALELUCA	10
5633	MALELUCA	8
5635	OAK	4
5636	MALELUCA	10
5637	MALELUCA	8
5638	PINE	6
5639	PINE	4
5640	OAK	6
5641	PINE	6
5642	PINE	6
5643	PINE	10
5644	OAK	6
5645	MALELUCA	10
5646	OAK	6
5647	PINE	4

TREE NUMBER	TREE NAME	DIAMETER IN INCHES
5648	PINE	6
5649	PINE	6
5650	PINE	6
5651	PINE	6
5652	PINE	4
5653	OAK	6
5654	OAK	8
5655	OAK	6
5656	OAK DOUBLE	6
5657	OAK	4
5658	OAK	4
5659	OAK	4
5660	PINE	10
5661	OAK	6
5662	OAK	10
5663	OAK	8
5664	PINE	8
5665	PALM	12
5666	PINE	20
5667	OAK	5
5668	OAK	5
5669	OAK	4
5670	OAK	6
5671	PINE	8
5672	PINE	8
5673	PINE	8
5674	PINE	10
5675	PINE	8
5676	OAK	4
5677	PINE	18
5678	OAK	6
5679	OAK	4
5680	PINE	8
5681	OAK	8
5682	OAK	5
5683	UMBRELLA	10
5684	PINE	10
5685	PINE	8
5686	PINE	10
5687	PINE	4
5688	OAK	4
5689	OAK	4
5690	OAK	4
5691	OAK	4
5692	OAK	4
5693	PINE	6
5694	OAK	5
5695	OAK	4
5696	PINE	8
5697	PINE	8
5698	PALM	15
5699	OAK	4
5700	PINE	12
5701	PINE	10
5702	OAK	4
5703	PINE	4
5704	PINE	10
5705	PINE	8
5706	OAK	8
5707	PINE	8
5708	OAK	8
5709	OAK	26
5710	OAK	6
5711	PINE	8
5712	PINE	4
5713	PINE	10
5714	PINE	6
5715	PINE	12
5716	PALM	20
5717	PINE	6
5718	PINE	8
5719	PINE	6
5720	PINE	12
5721	PINE	4
5722	PINE	12
5723	PINE	4
5724	PINE	6
5725	PINE	8
5726	PINE	6
5727	PINE	8
5728	PALM	15
5731	PINE	4
5732	PALM	15
5733	PINE	10
5734	PINE	12
5735	PINE	12
5736	PINE	8
5737	PINE	10
5738	OAK	4
5739	OAK	4
5740	OAK	4
5741	OAK	4
5742	OAK	6
5743	PINE	6
5744	OAK	6
5745	PINE	12
5746	PINE	12
5752	OAK	12
5753	PINE	10
5754	OAK	8
5755	PINE	4
5756	PINE	6
5757	PINE	8
5758	PINE	8
5759	PINE	10
5760	PINE	6
5761	PINE	12
5762	PALM	8
5763	PINE	12
5764	PINE	8
5765	PINE	8
5766	PINE	10
5767	PINE	10
5768	PINE	10
5771	OAK	6
5772	OAK	6
5773	OAK	4
5774	PINE	6
5775	PINE	6
5776	PINE	12
5777	PINE	4
5778	OAK	4
5779	PINE	12
5780	PINE	10
5781	OAK	4
5782	OAK	4
5783	PALM	10
5784	PINE	10
5785	PINE	12
5786	PINE	10

TREE NUMBER	TREE NAME	DIAMETER IN INCHES
5787	PINE	8
5788	OAK	4
5789	OAK	4
5790	PINE	4
5791	OAK	4
5792	PINE	12
5793	PINE	10
5794	PINE	12
5795	PALM	20
5796	PALM	15
5797	PINE	12
5798	PINE	10
5799	PINE	8
5800	PINE	8
5801	PINE	12
5802	PINE	10
5803	PINE	10
5804	PINE	10
5805	OAK DOUBLE	6
5806	PINE	12
5807	PINE	8
5808	PINE	6
5809	PINE	12
5810	PINE	4
5811	PINE	15
5812	PINE	10
5813	PINE	10
5814	PINE	12
5815	PALM	18
5816	PINE	6
5817	PINE	12
5818	PINE	12
5819	PINE	10
5820	PINE	6
5821	PINE	6
5822	PALM	15
5823	PALM	12
5824	PINE	12
5825	PINE	8
5826	PINE	8
5827	PINE	8
5828	PINE	8
5829	PINE	8
5830	PINE	15
5831	PINE	12
5832	PALM	18
5833	PINE	6
5834	PINE	6
5835	PINE	6
5836	PINE	12
5837	PINE	12
5838	PINE	6
5839	PINE	8
5840	PINE	12
5841	PINE	10
5842	PINE	6
5843	PINE	6
5844	PINE	10
5845	PINE	12
5846	PINE	6
5847	PINE	6
5848	PINE	6
5849	PALM	15
5850	PALM	15
5851	PINE	12
5852	PALM	12
5853	PINE	10
5854	PALM	15
5855	PINE	10
5856	PINE	8
5857	PINE	4
5858	PINE	10
5859	PINE	6
5860	PINE	8
5861	PINE	8
5863	PINE	12
5864	PINE	24
5865	OAK	8
5866	PINE	12
5867	OAK	6
5869	PINE	8
5870	OAK	4
5871	OAK	4
5872	UNKNOWN	6
5873	UNKNOWN	15
5874	UNKNOWN	12
5875	UNKNOWN	15
5876	OAK	8
5879	OAK	6
5880	UMBRELLA	8
5881	UMBRELLA	6
5882	UMBRELLA	15
5883	OAK	4
5884	OAK	6
5885	OAK	6
5886	OAK	6
5887	UMBRELLA	15
5888	UMBRELLA	4
5889	PALM	15
5890	OAK	8
5891	OAK	4
5892	OAK	10
5893	PINE	8
5894	OAK	4
5895	PALM	12
5896	OAK	6
5897	OAK	6
5898	SILKY OAK	6
5899	PALM	15
5900	UMBRELLA	8
5901	OAK	6
5902	OAK	4
5903	UMBRELLA	4
5904	PINE	10
5905	OAK	4
5906	UMBRELLA	6
5907	UMBRELLA	4
5908	OAK	8
5909	PALM	12
5910	PALM	18
5911	PINE	8
5912	PINE	6
5913	PINE	6
5914	PALM	15
5915	PINE	18
5916	OAK	6
5917	OAK	10
5918	OAK	6
5919	UMBRELLA	8
5920	UMBRELLA	6

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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 6 OF 7

PROJECT NUMBER 13844.00

Plotted by: dbittner On 11/6/2024 6:01 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
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
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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
6648	PALM	12
6649	PALM	12
6650	PALM	12
6651	PALM	12
6652	PALM	12
6653	OAK	10
6654	OAK	12
6655	OAK	12
6656	OAK	12
6657	OAK	15
6658	PALM	12
6659	OAK	12
6660	OAK	12
6661	OAK	24
6662	PALM	10
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
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6700	PINE	8
6701	PINE	12
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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

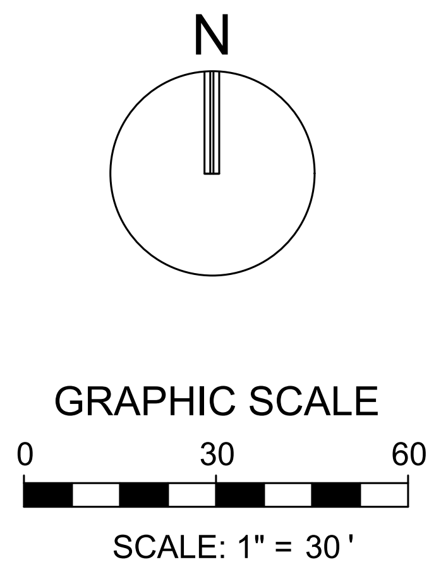
KEITH
301 East Atlantic Blvd.
Pompano Beach, FL 33060
PH: (954) 788-3400

Florida Engineering Business License: CA7928
Florida Surveyor and Mapper Business License: LB6860
Florida Landscape Architecture Business License: LC26000457

REVISIONS

NO.	DESCRIPTION	DATE

DATE:	08/13/24
DRAWN BY:	ZPB
CHECKED BY:	WA
FIELD BOOK:	1160 & 1164



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

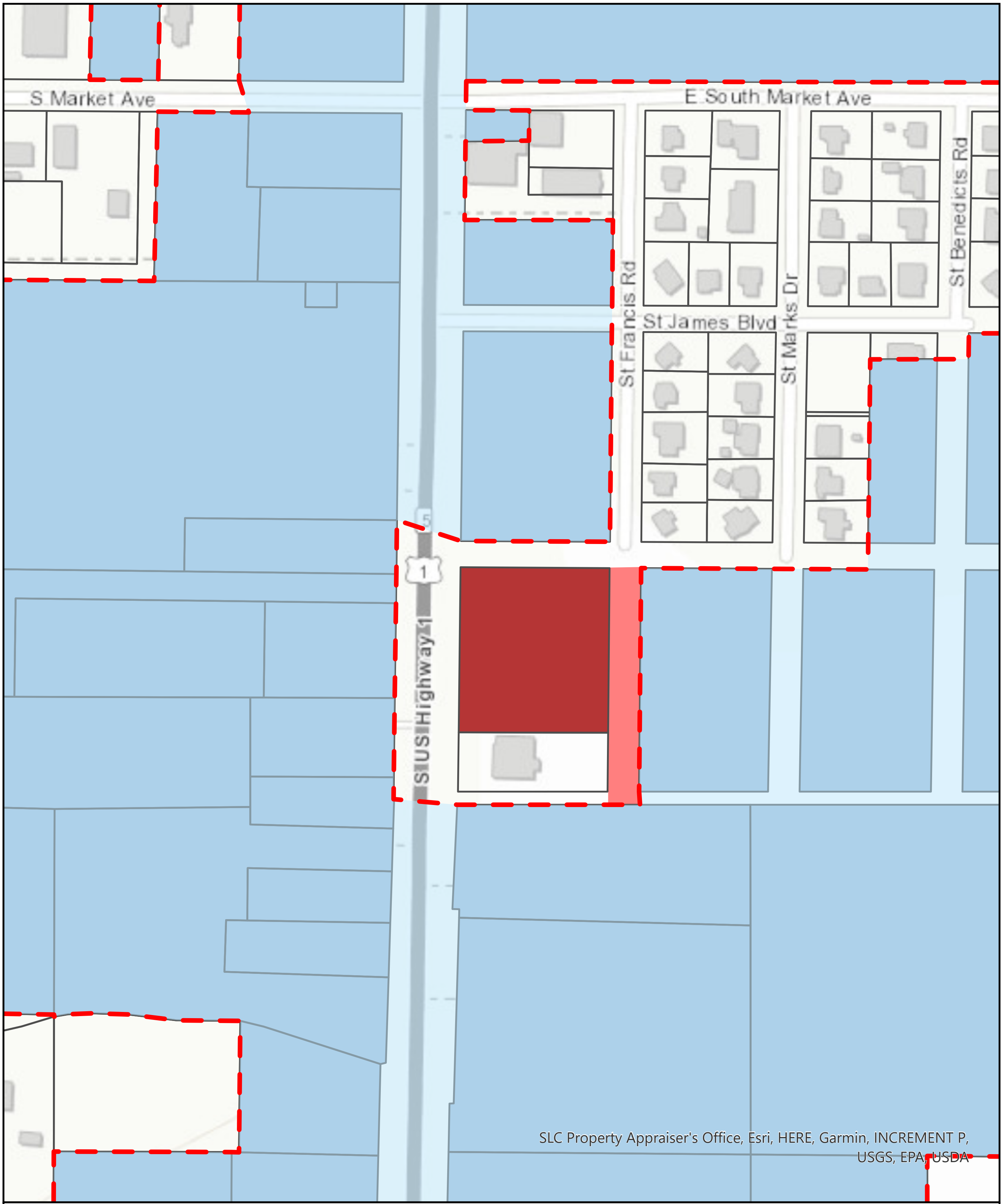
ALTA/NSPS LAND
TITLE SURVEY

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


S Market Ave
E South Market Ave
St Francis Rd
St Marks Dr
St Benedicts Rd
St James Blvd
S US Highway 1
1
5

SLC Property Appraiser's Office, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

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,

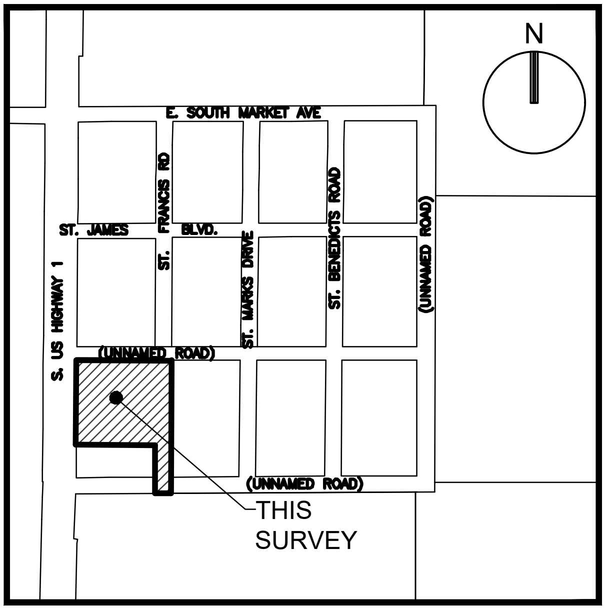
LESS THE FOLLOWING:

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

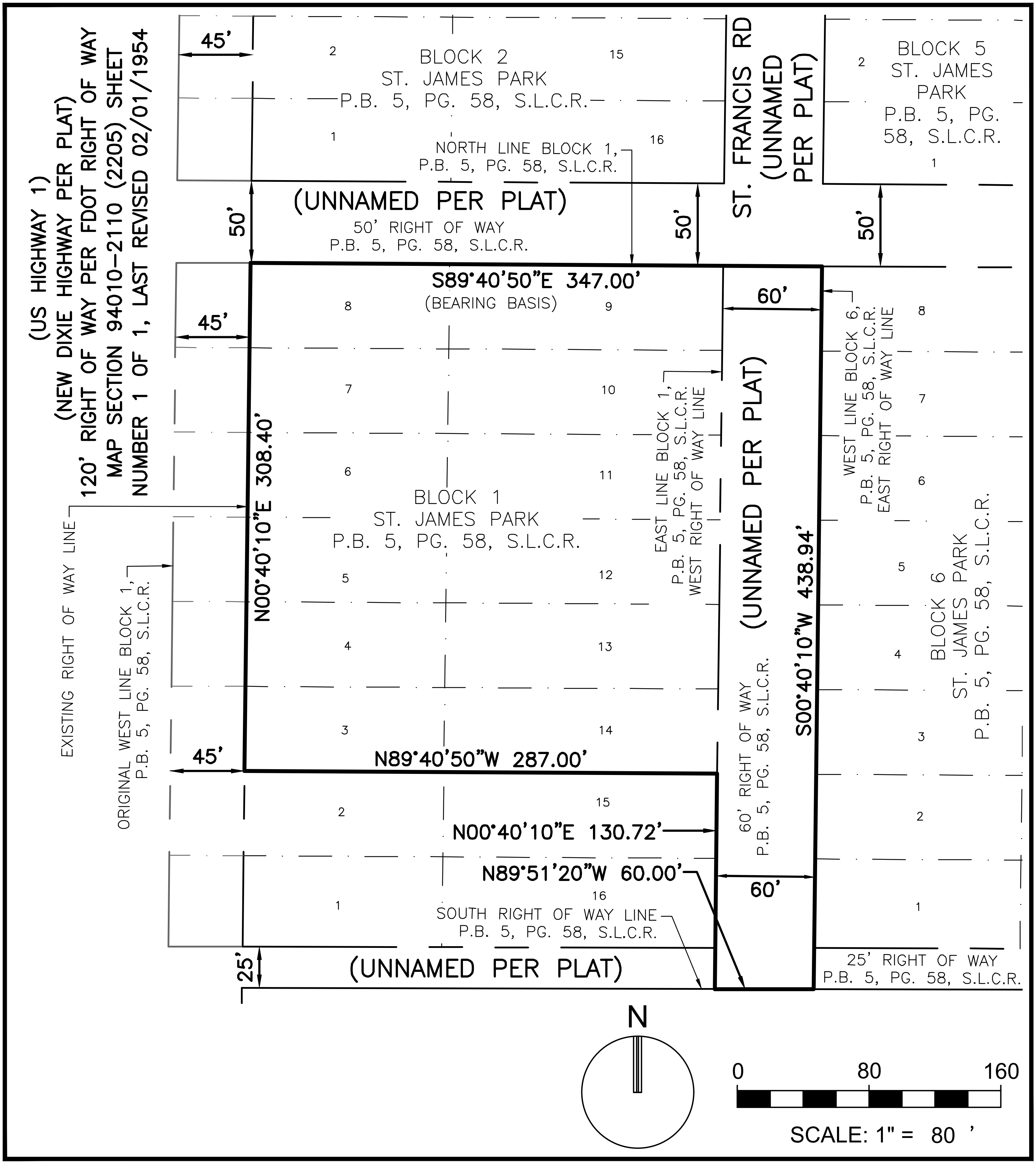
KEITH

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


(US HIGHWAY 1)
(NEW DIXIE HIGHWAY PER PLAT)
120' RIGHT OF WAY PER FDOT RIGHT OF WAY
MAP SECTION 94010-2110 (2205) SHEET
NUMBER 1 OF 1, LAST REVISED 02/01/1954
45'
BLOCK 2
ST. JAMES PARK
P.B. 5, PG. 58, S.L.C.R.
2
15
1
16
NORTH LINE BLOCK 1,
P.B. 5, PG. 58, S.L.C.R.
ST. FRANCIS RD
(UNNAMED PER PLAT)
BLOCK 5
ST. JAMES
PARK
P.B. 5, PG.
58, S.L.C.R.
2
1
(UNNAMED PER PLAT)
50' RIGHT OF WAY
P.B. 5, PG. 58, S.L.C.R.
50'
50'
50'
S89°40'50"E 347.00'
(BEARING BASIS)
60'
45'
8
9
7
10
6
11
5
12
4
13
3
14
2
15
1
16
BLOCK 1
ST. JAMES PARK
P.B. 5, PG. 58, S.L.C.R.
N00°40'10"E 308.40'
EAST LINE BLOCK 1,
P.B. 5, PG. 58, S.L.C.R.
WEST RIGHT OF WAY LINE
(UNNAMED PER PLAT)
S00°40'10"W 438.94'
WEST LINE BLOCK 6,
P.B. 5, PG. 58, S.L.C.R.
EAST RIGHT OF WAY LINE
8
7
6
5
4
3
2
1
BLOCK 6
ST. JAMES PARK
P.B. 5, PG. 58, S.L.C.R.
EXISTING RIGHT OF WAY LINE
ORIGINAL WEST LINE BLOCK 1,
P.B. 5, PG. 58, S.L.C.R.
45'
N89°40'50"W 287.00'
60' RIGHT OF WAY
P.B. 5, PG. 58, S.L.C.R.
N00°40'10"E 130.72'
N89°51'20"W 60.00'
60'
SOUTH RIGHT OF WAY LINE
P.B. 5, PG. 58, S.L.C.R.
25'
(UNNAMED PER PLAT)
25' RIGHT OF WAY
P.B. 5, PG. 58, S.L.C.R.
N
0
80
160
SCALE: 1" = 80 '

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 2 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	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 Novembe, 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

Kathleen L Garvey
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>

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 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>
Subject: Re: Technical Review Committee cmments

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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

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

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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
☒ Annexation
☐ Executed Construction Contract
☐ Permits
☐ Construction Drawings
☐ Test Reports & Related Documents
☐ Record Drawings
☐ 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

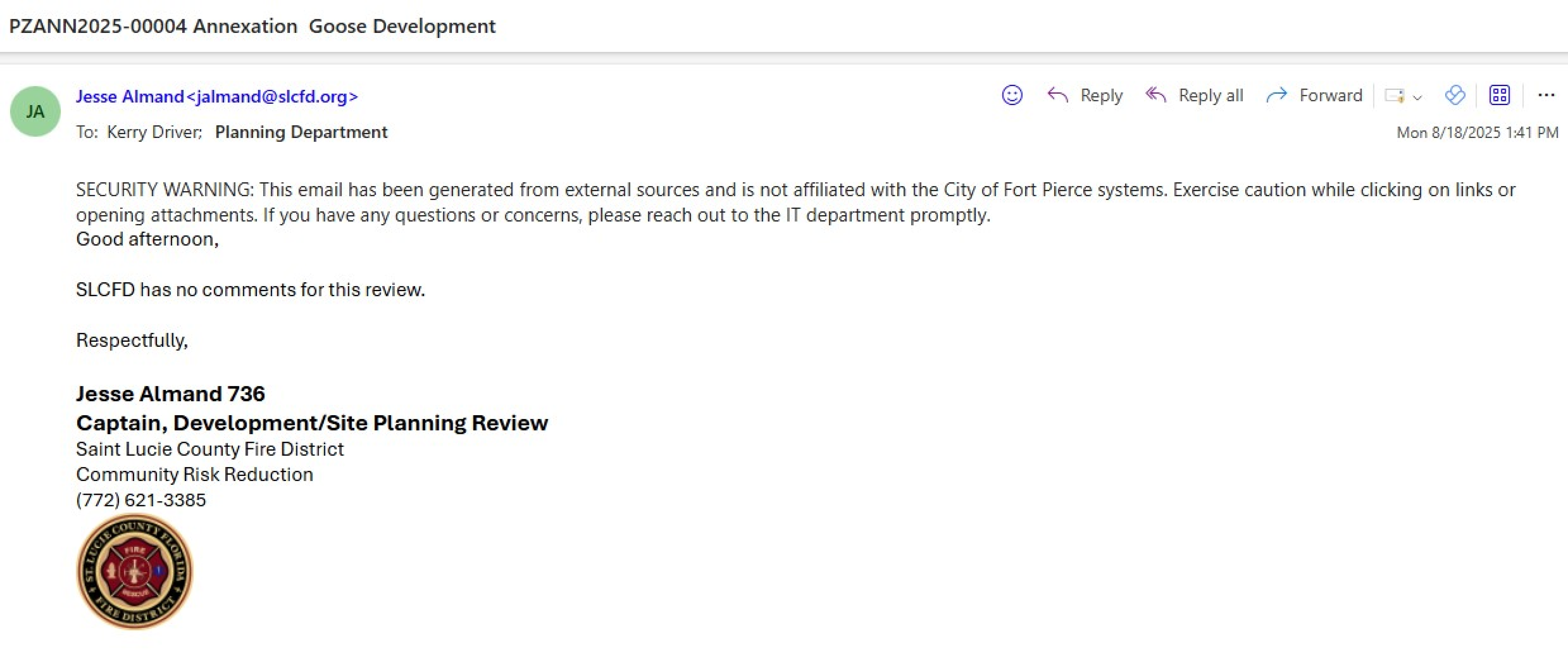
TECHNICAL REVIEW PROJECT: PZANN2025-00004
Annexation - Sea Pine Villages - S US Hwy 1

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

Jesse Almand<jalmand@slcfd.org>

To: Kerry Driver; **Planning Department**

Mon 8/18/2025 1:41 PM

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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>

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 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>
Subject: Re: Technical Review Committee cmments

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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,

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Planning Analyst
Office: 954.788.3400
Email: sreina@keithteam.com
www.KEITHteam.com

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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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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

DRAFT

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

DRAFT

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

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

October 16, 2025

Daniel S. Mcintyre, County Attorney
Saint Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

Dear Mr. Mcintyre,

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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

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
Tax Amount:	$0.00
Payment Cost:	$846.80
Order No:	11807107
Customer No:	1126026
PO #:	25-034 Goose Dev

# of Copies:
1

THIS IS NOT AN INVOICE!

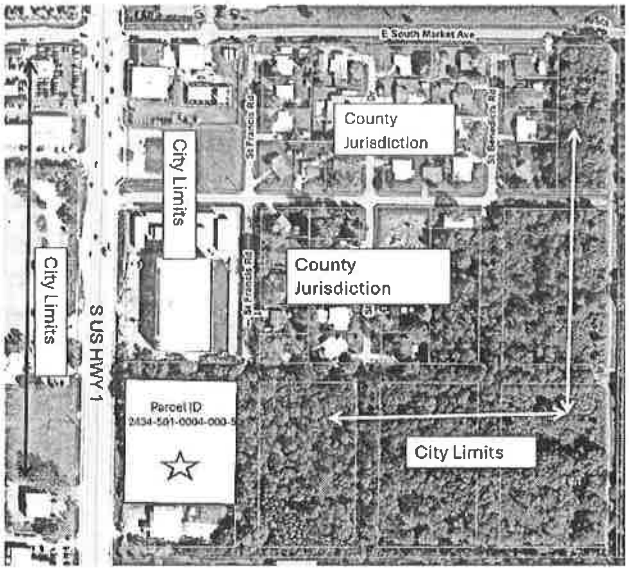
Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE NOTICE OF 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

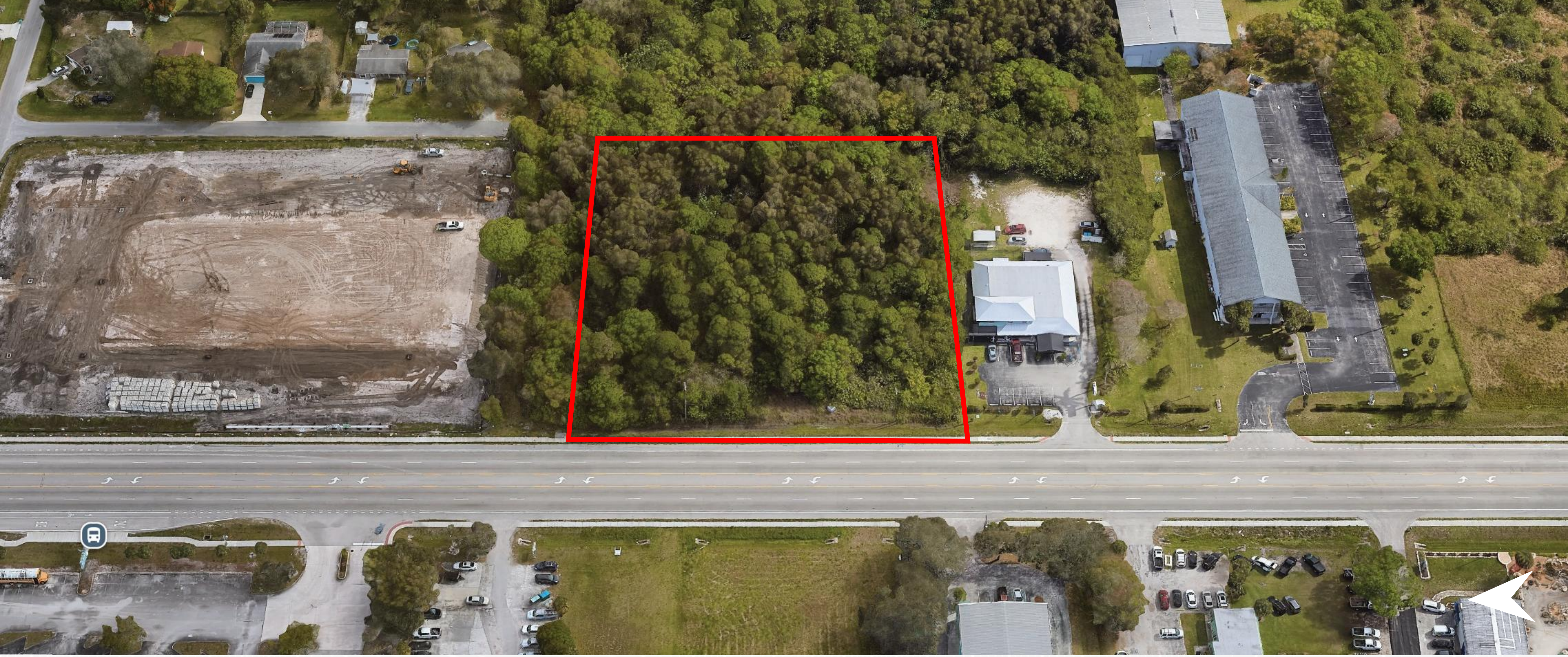
CAO RLS FILE: RLS 25-313

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

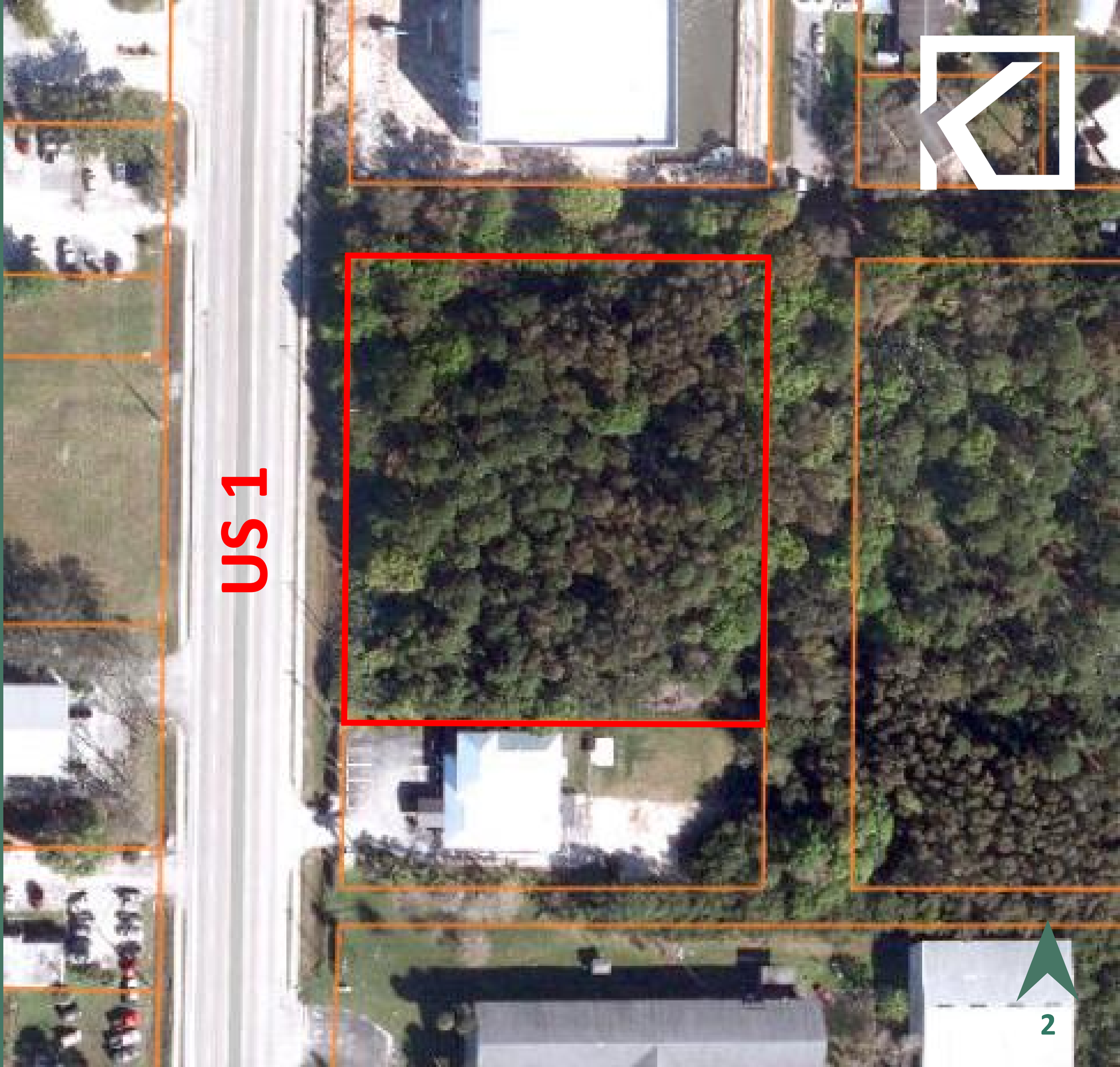
Background

Owner:

Goose Development Fund

Acreage:

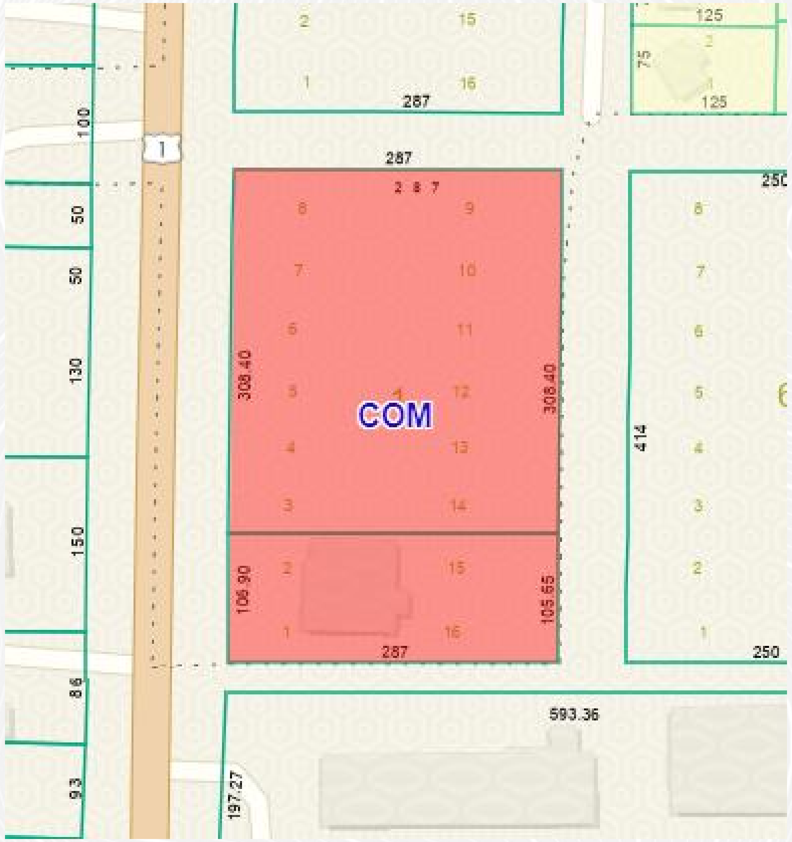
~2.06 acres



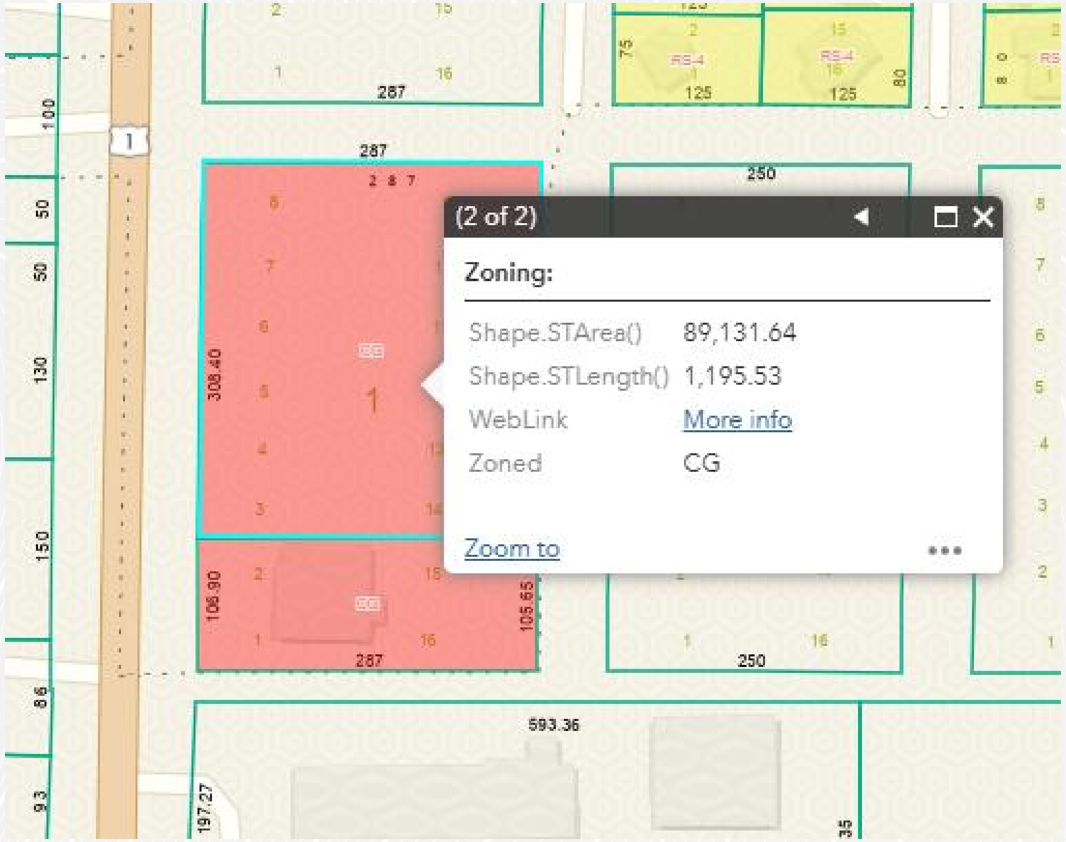
Existing Future Land Use & Zoning

St Lucie County

Future Land Use:
Commercial


COM
287
308.40
106.90
105.65
414
250
593.36
197.27
125
75
100
50
130
150
86
93
1

Zoning:
Commercial General


(2 of 2)
287
308.40
106.90
105.65
250
593.36
197.27
125
RS-4
75
80
100
50
130
150
86
93
35
1
Zoom to

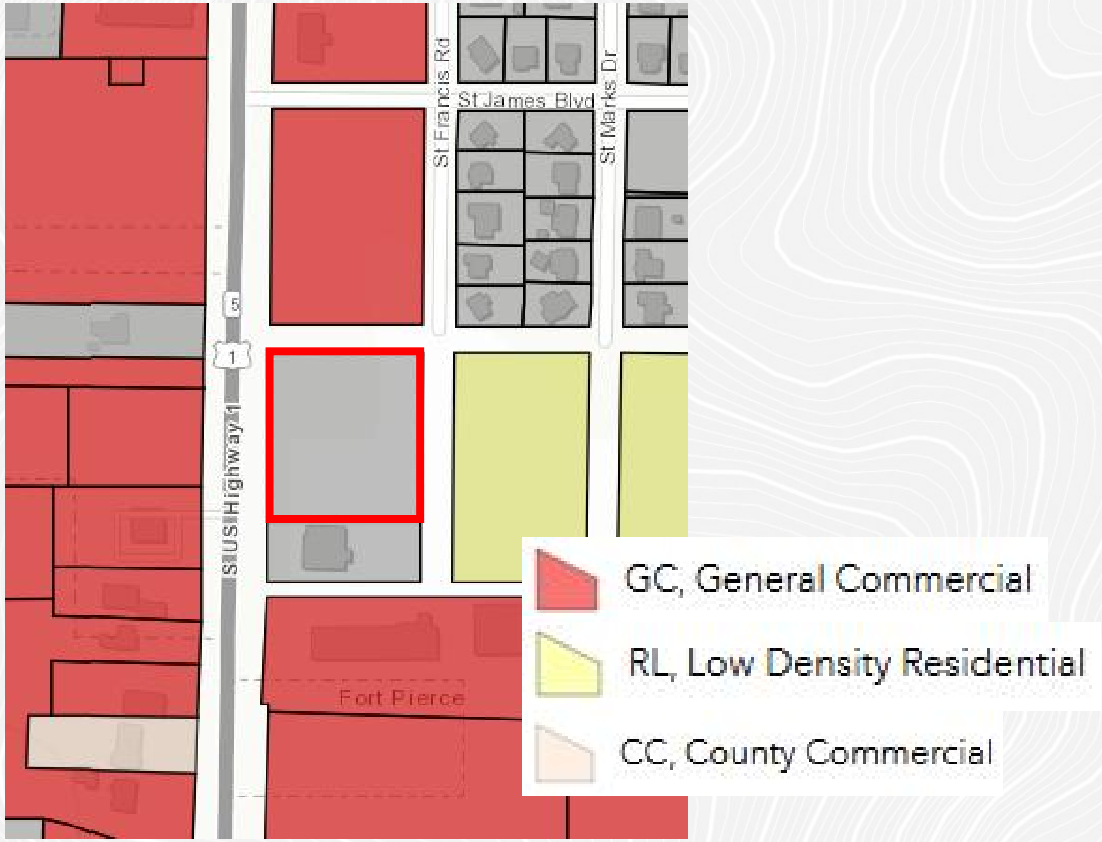
Zoning:

Shape.STArea()	89,131.64
Shape.STLength()	1,195.53
WebLink	More info
Zoned	CG

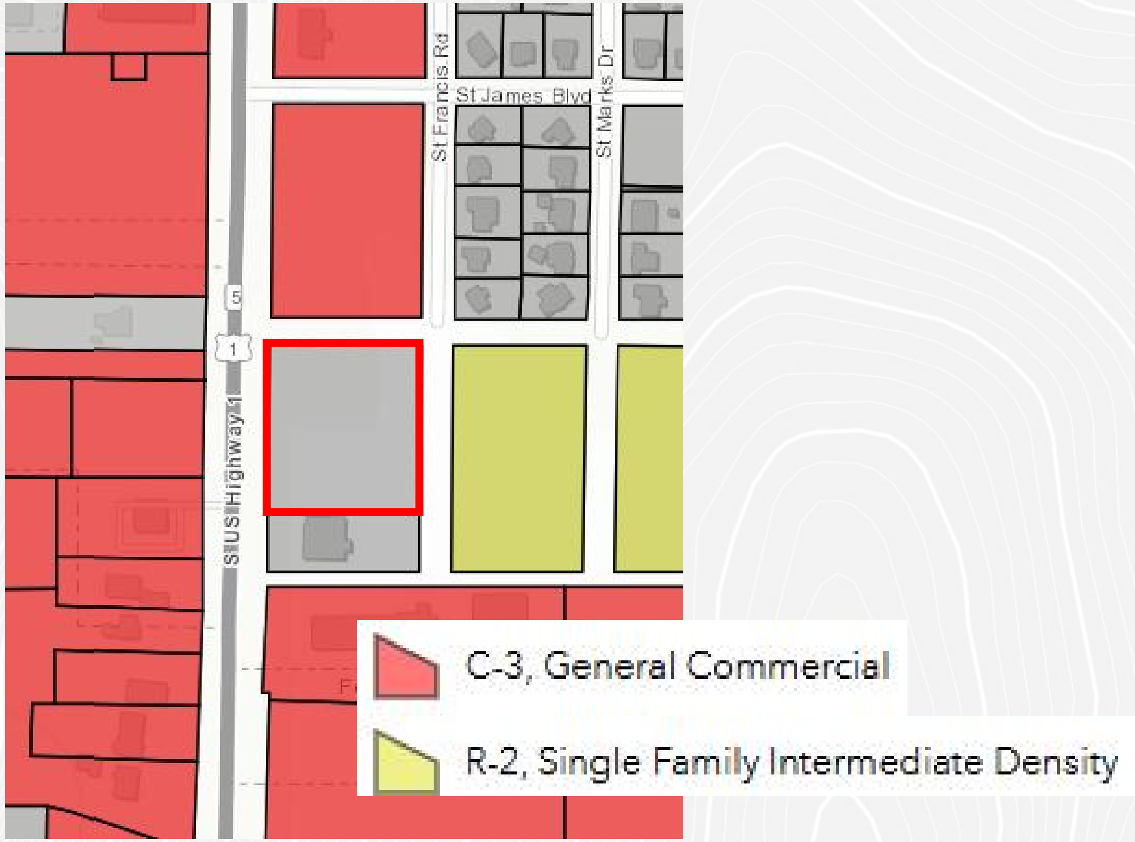
Proposed Future Land Use & Zoning

Fort Pierce

Future Land Use:
Commercial General (CG)


St Francis Rd
St James Blvd
St Marks Dr
5
1
US Highway 1
Fort Pierce
🟥 GC, General Commercial
🟨 RL, Low Density Residential
CC, County Commercial

Zoning:
General Commercial (C-3)

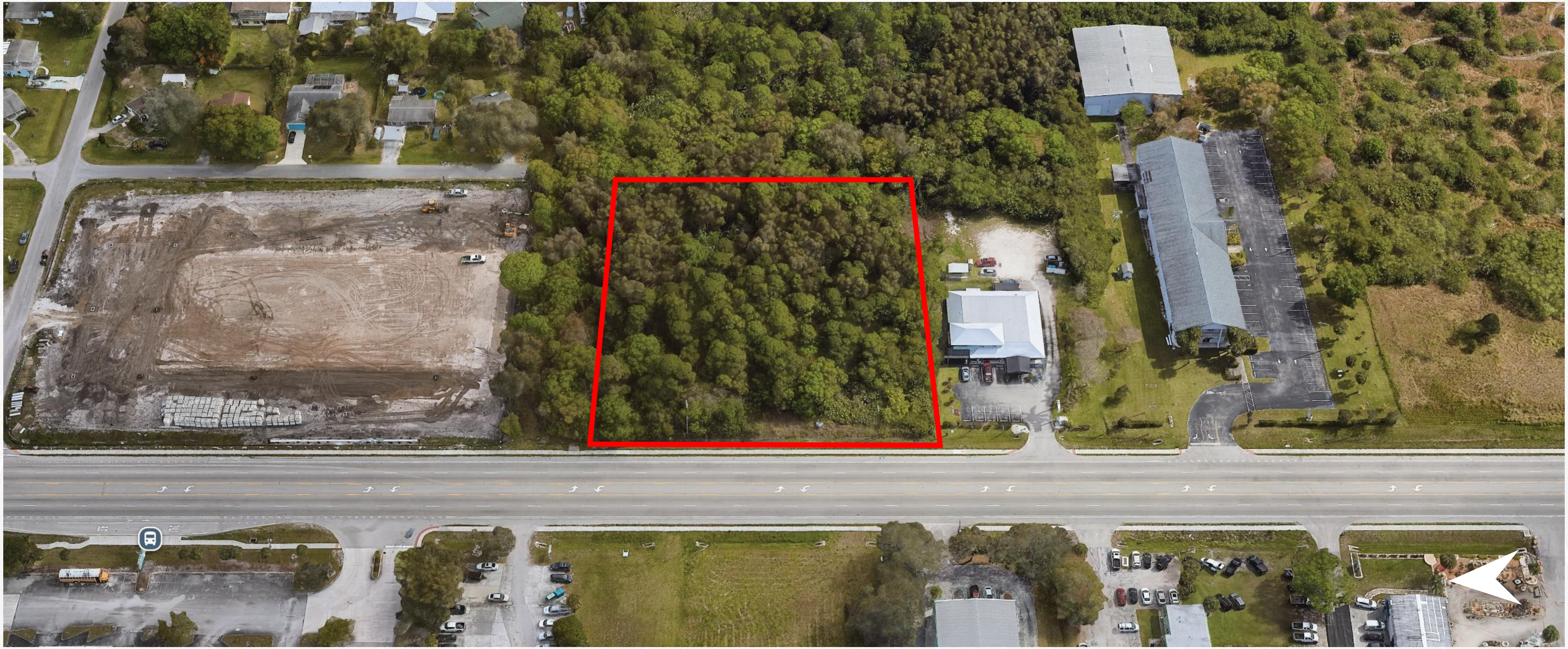

St Francis Rd
St James Blvd
St Marks Dr
5
1
US Highway 1
🟥 C-3, General Commercial
🟨 R-2, Single Family Intermediate Density

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

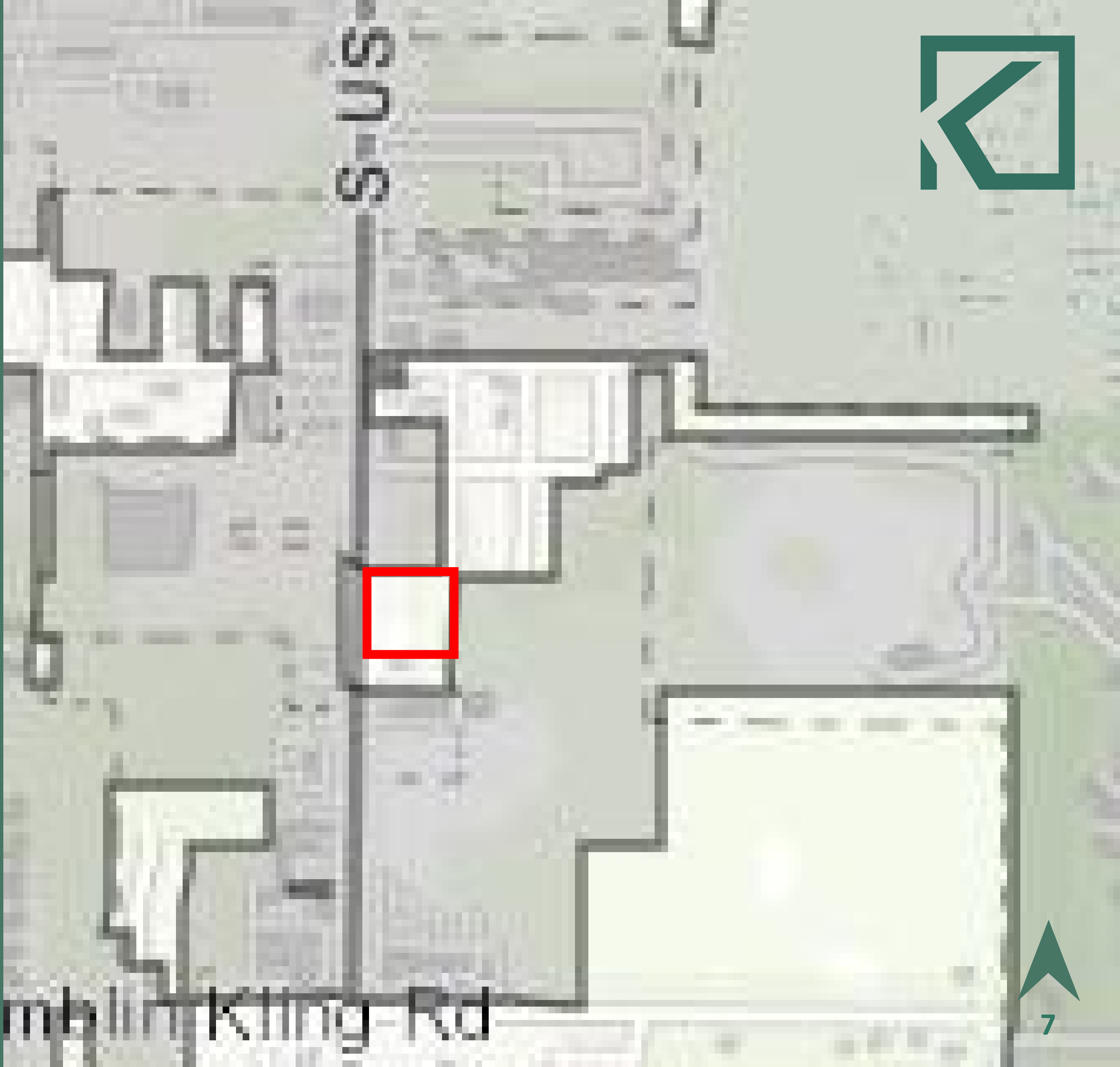
Thank you.



Goose Development Annexation (PZANN2025-0004)

Enclave

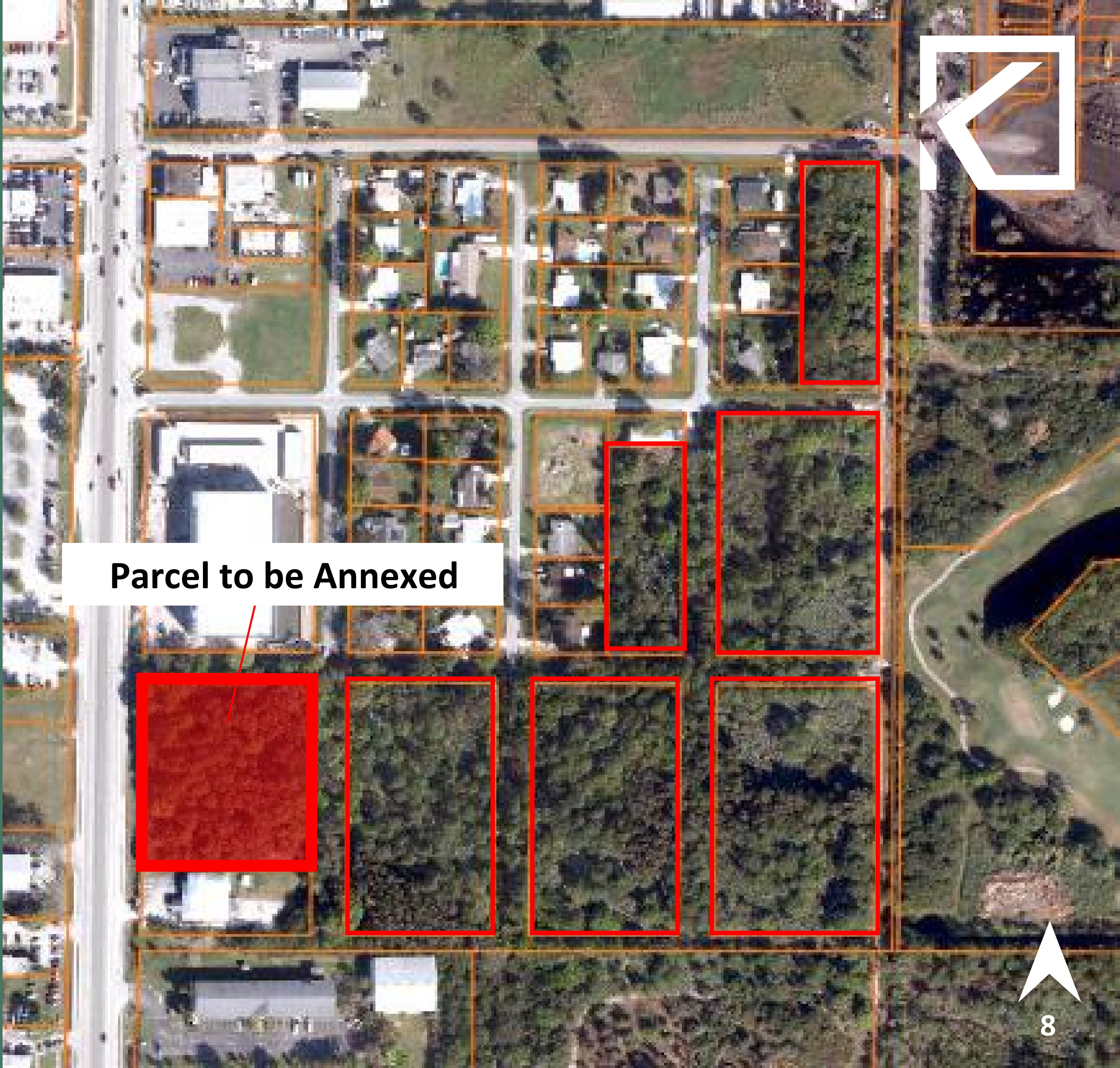
Currently in an unincorporated enclave


S US
mblin Kling Rd

Background

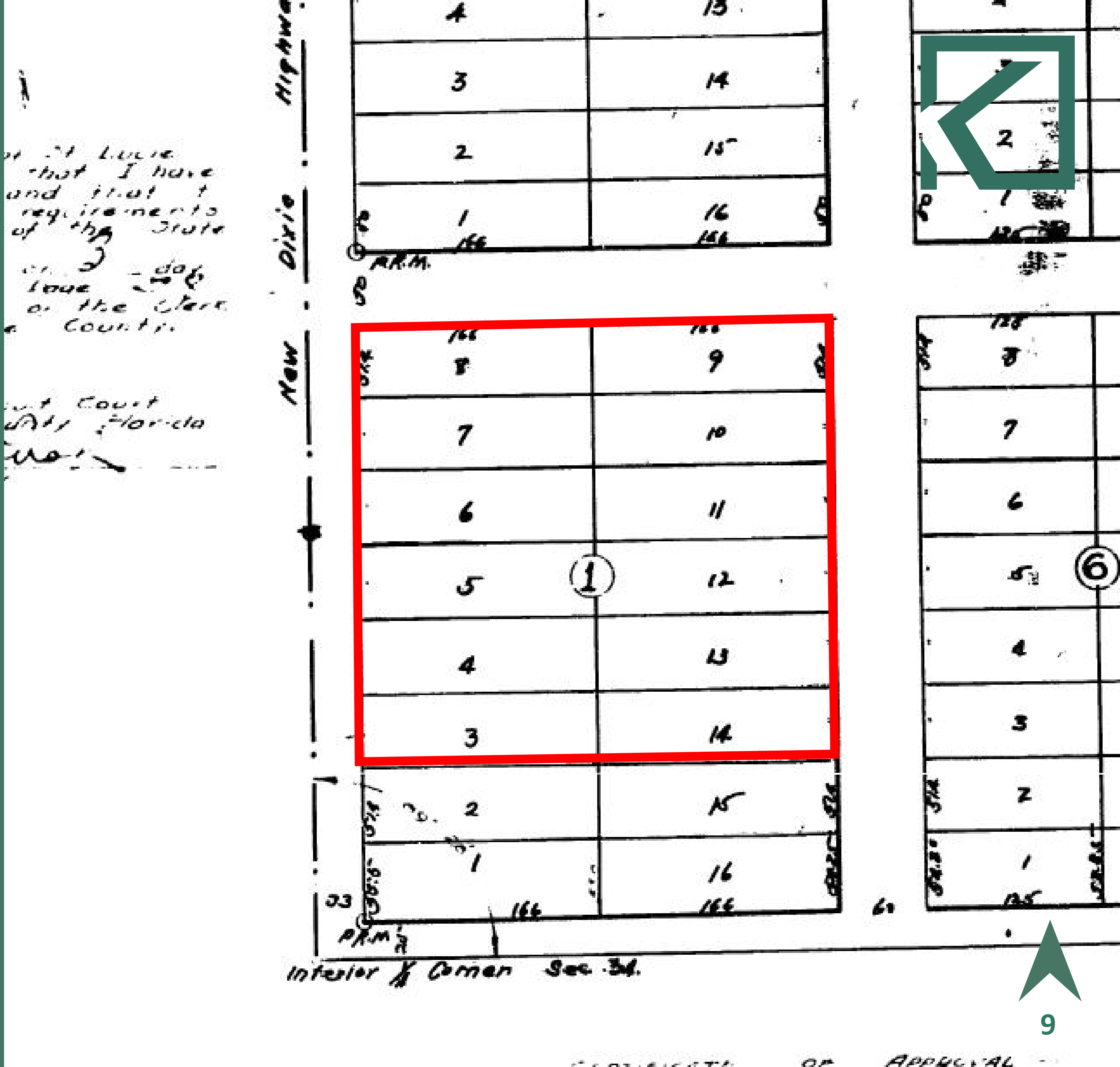
Goose Development Owned Parcels in Fort Pierce

Future PD rezoning & site plan


Parcel to be Annexed

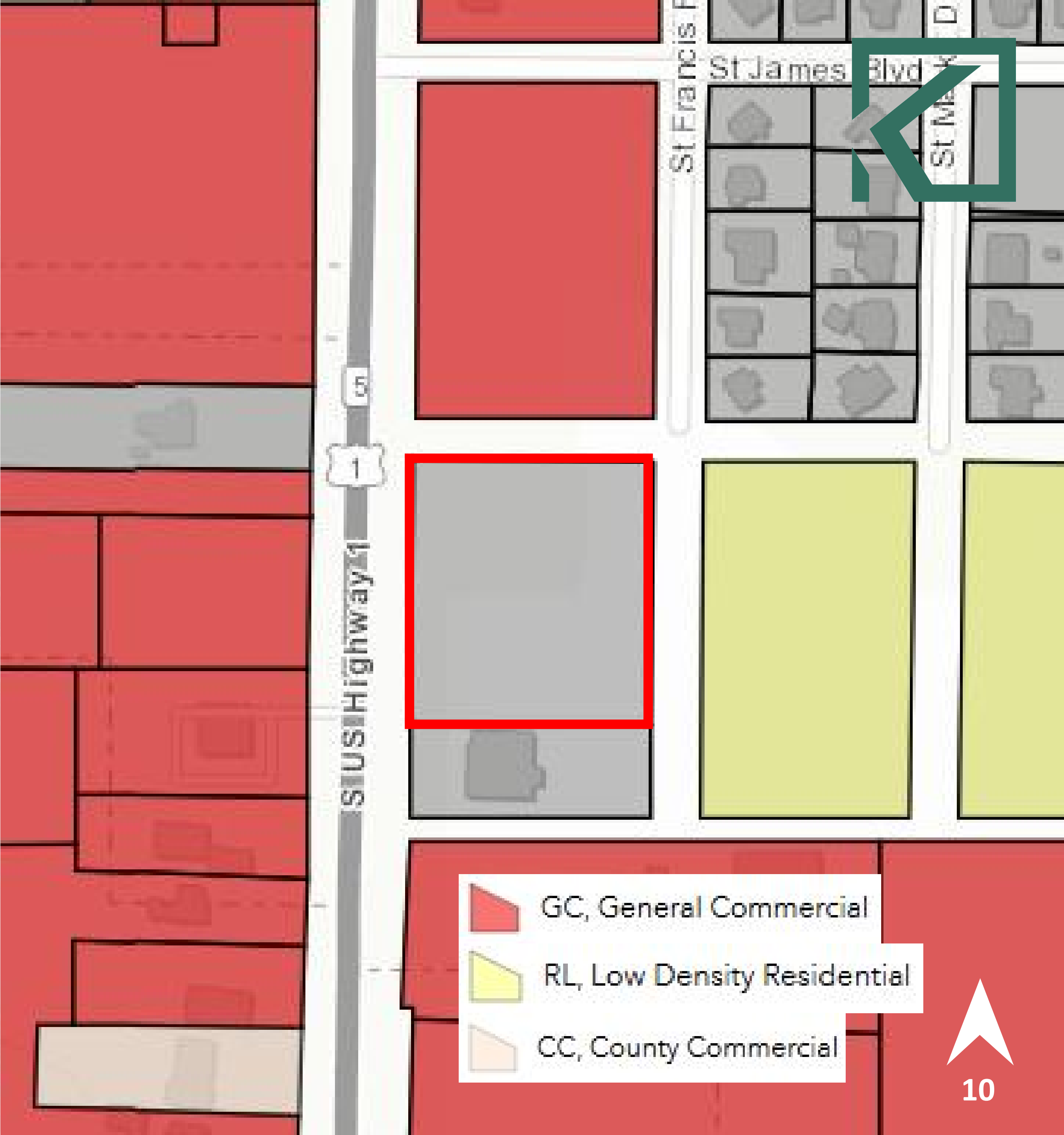
Background

Platted in the 1925s as small lots


New Dixie Highway
P.R.M.
Interior ¼ Corner Sec. 34
1
6
8
9
7
10
6
11
5
12
4
13
3
14
2
15
1
16

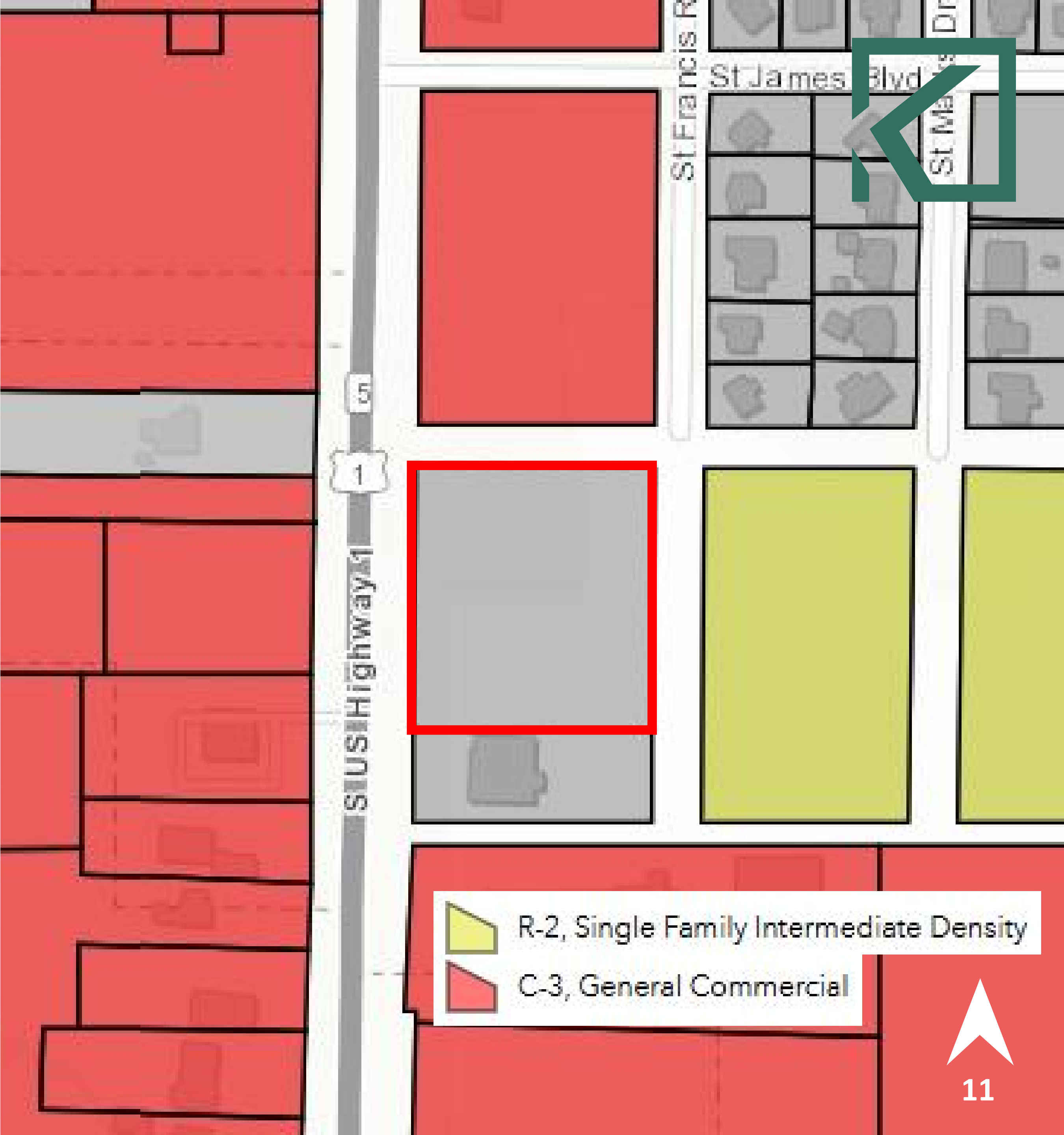
Proposed Future Land Use

General Commercial (GC)


St James Blvd
St Francis
St Ma
S US Highway 1
5
1
GC, General Commercial
RL, Low Density Residential
CC, County Commercial

Proposed Zoning

General Commercial (C-3)


St James Blvd
St Francis Rd
St Marys Dr
US Highway 1
1
5
R-2, Single Family Intermediate Density
C-3, General Commercial

City Commission Regular Meeting - 5:05 PM **12. C.**

Meeting Date: 12/01/2025

Re: Major Site Plan: Red Hawk Rebar II Manufacturing Plant

Submitted For: Kev Freeman, Planning Director, Planning Department

---

SUBJECT:

Quasi-Judicial Hearing - Application for Major Site Plan for development review has been submitted by property owner, Emerson Peraza and Representative Culpepper & Terpening, Inc., to construct a 24,534 sq. ft new rebar manufacturing plant on 2.92 acres, located at 4201 Bandy Blvd., Fort Pierce, FL. The property is zoned Light Industrial, (I-1).

SUMMARY:

A 'major site plan' application has been submitted for development review. Red Hawk Rebar II is seeking approval to develop an industrial building used to manufacture metal rebars for construction activities.
The property is in the I-1, Light Industrial zoning district and has a future land use designation of HI, Heavy Industrial.
Parcel ID is 2431-505-0010-000-3.

RECOMMENDATION:

At the November 10th, 2025, Planning Board meeting, it was approved to move the development application forward to City Commission with the following four (4) conditions

1.Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:

a. All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

i. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.

ii. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.

2.A South Florida Water Management District (SFWMD) ERP shall be required prior to registering of permits

3.A site development permit on the County's permitting portal shall be submitted and completed prior to filing permits with the City

4.A 5-foot sidewalk is required along Bandy Blvd.

Staff's recommendation is for City Commission to **Approve** the site plan

ALTERNATIVES:

1. Recommend approval with additional/modified conditions
2. Recommend disapproval

**Note that issuance of a development permit or development order by the City of Fort Pierce does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

RESPONSIBLE STAFF:

Kerry C. Driver - Senior Planner

COORDINATED WITH:

1. Technical Review Committee
2. Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Presentation

Staff Report

Applicant File

Staff Supporting Documents

Sign Plan for Signature

Public Notice

Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	11/24/2025 01:45 PM

Form Started By: Kerry Driver — Started On: 11/12/2025 12:41 PM

Final Approval Date: 11/24/2025

CITY OF FORT PIERCE

CITY COMMISSION

December 1st 2025

Red Hawk Rebar II Manufacturing Plant

Major Site Plan

4201 Bandy Blvd

APPLICANT

Culpepper & Terpening, Inc.

(Tom DeGrace)

PROPERTY OWNER(S)

Red Hawk Rebar Holdings, LLC

Emerson Peraza

PARCEL ID #(S):

2431-505-0010-000-3

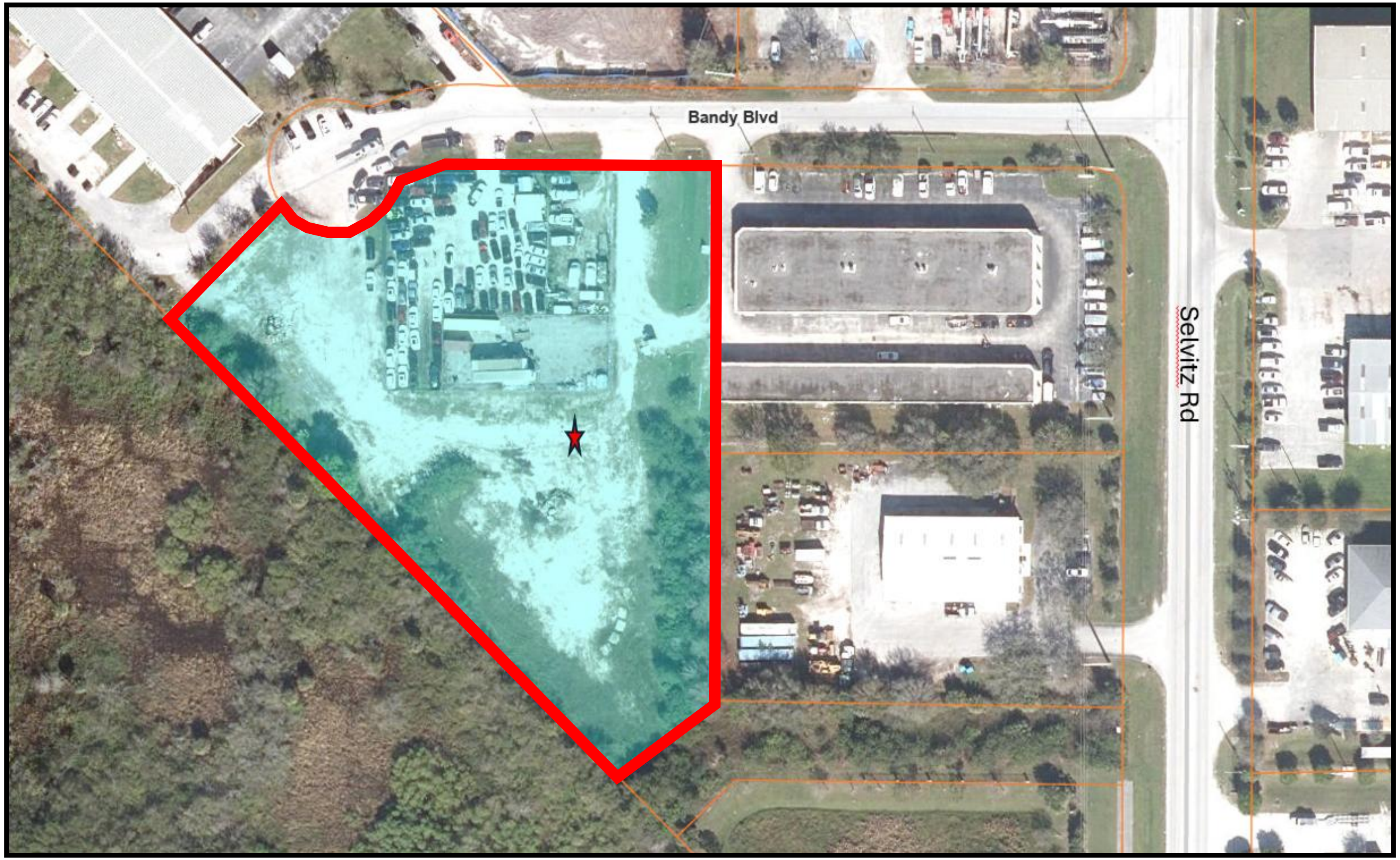
(4201 Bandy Blvd.)

SUMMARY

A ‘major site plan’ application has been submitted for development review. Red Hawk Rebar II is seeking approval to develop an industrial building used to manufacture metal rebars for construction activities.

The property is in the I-1, Light Industrial zoning district and has a future land use designation of HI, Heavy Industrial.

SITE LOCATION

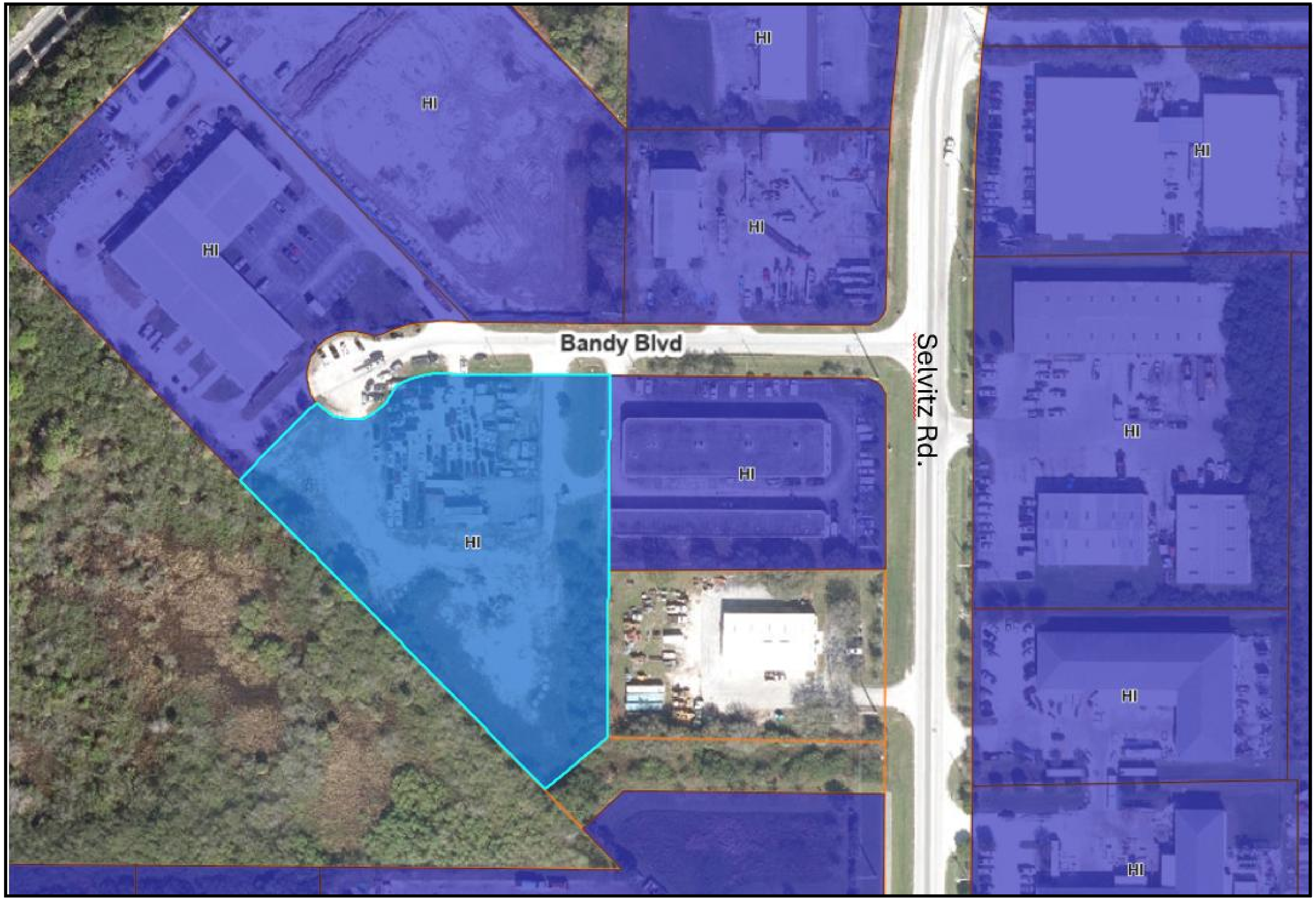

Bandy Blvd
Selvitz Rd

SITE AREA= 2.92/- Acres

FUTURE LAND USE

FLU:(HI) Heavy Industrial

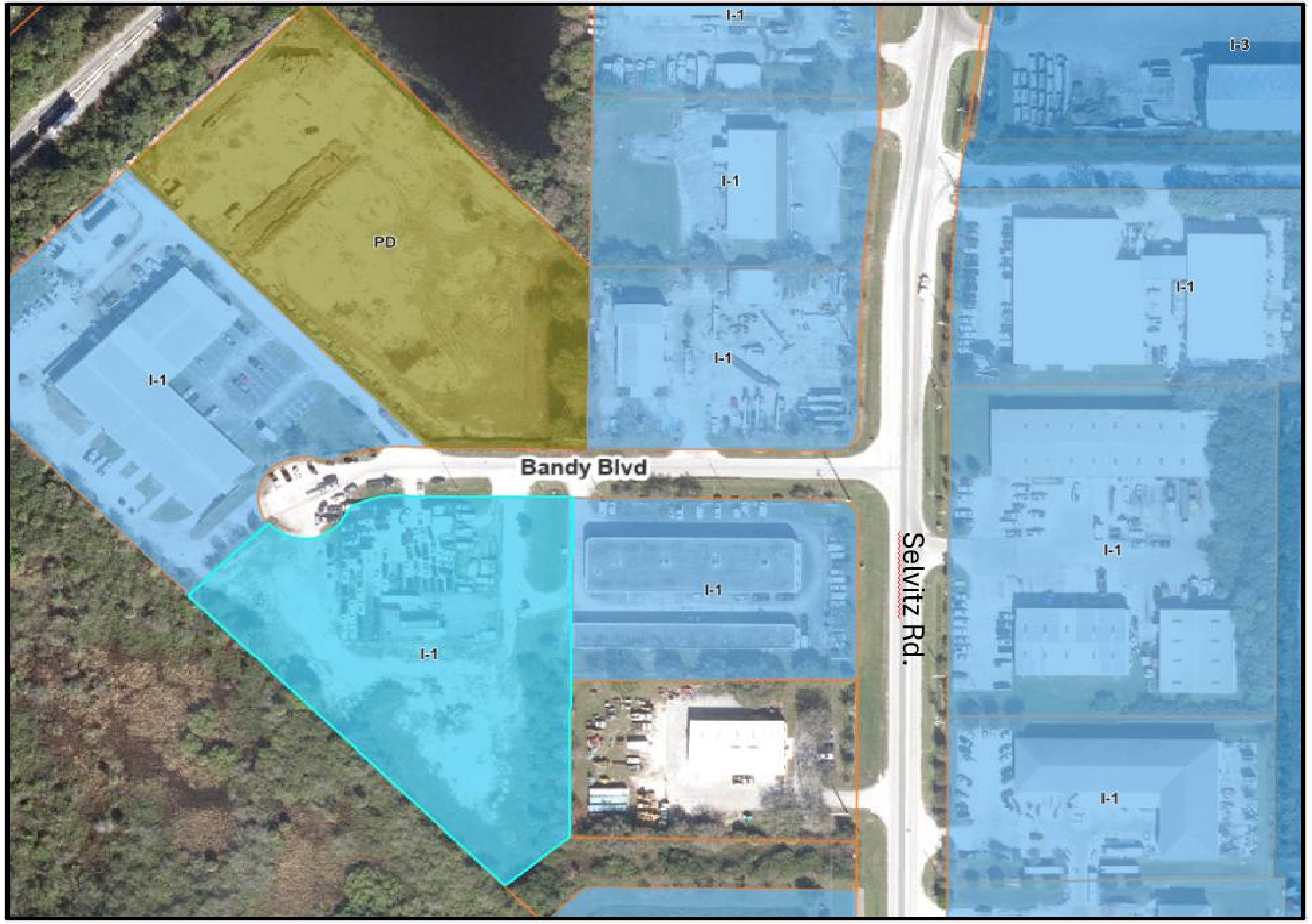
🟦


HI
HI
HI
HI
HI
Bandy Blvd
Selvitz Rd.
HI
HI
HI
HI
HI
HI

ZONING

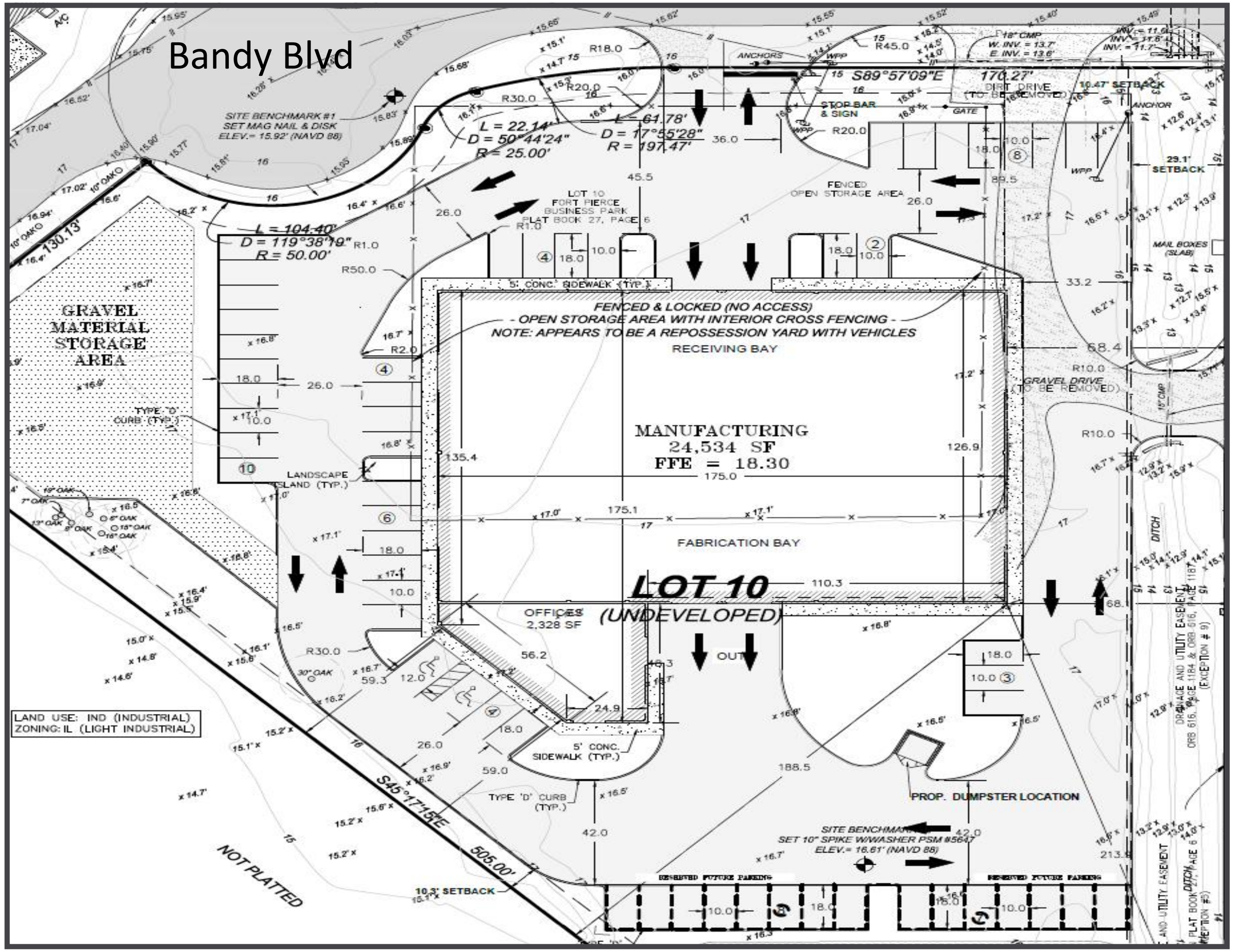
Zoning: I-1,
Light Industrial

🟦


I-1
I-3
I-1
PD
I-1
I-1
I-1
Bandy Blvd
Selvitz Rd.
I-1
I-1
I-1
I-1
I-1

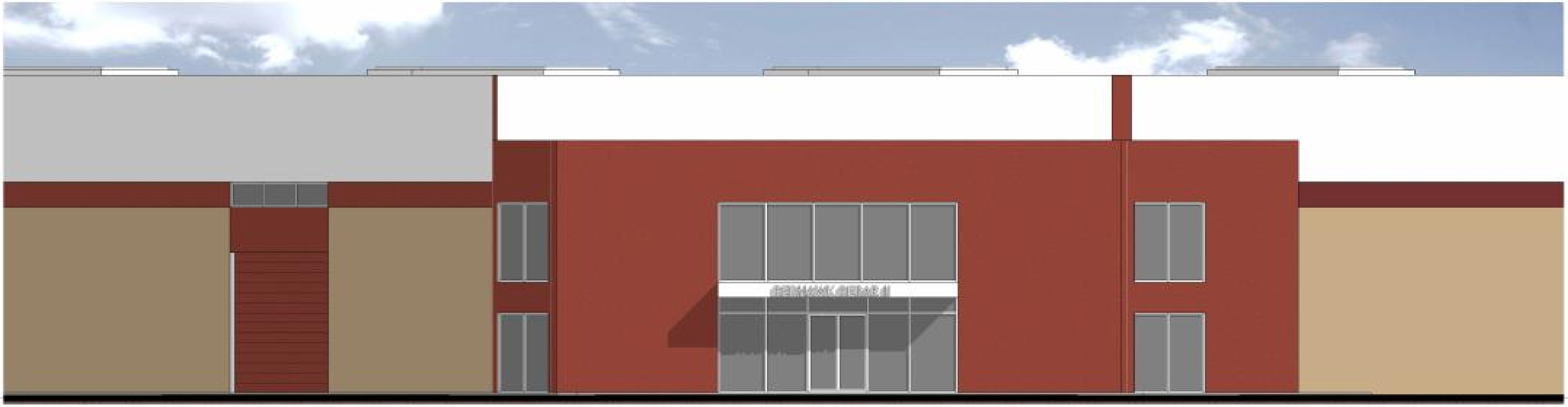
Red Hawk Rebar II Manufacturing Plant – Major Site Plan

SITE PLAN DETAILS

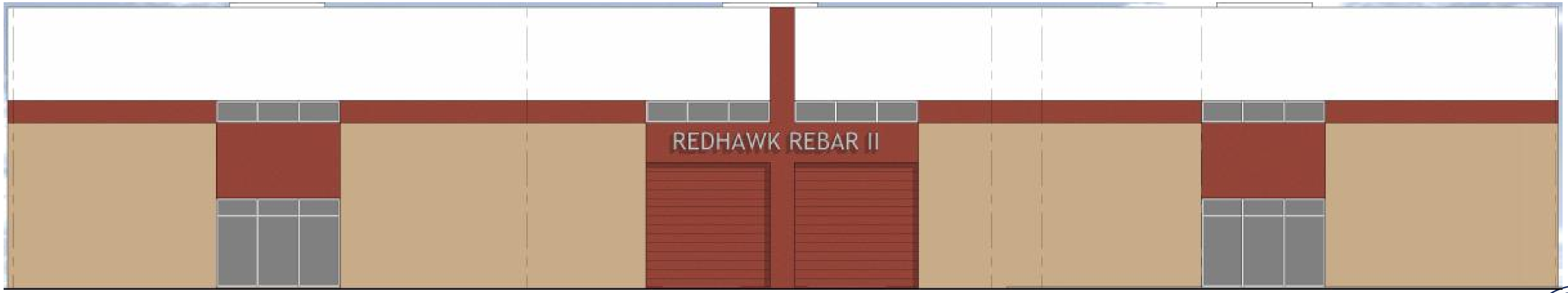

Bandy Blvd
SITE BENCHMARK #1
SET MAG NAIL & DISK
ELEV.= 15.92' (NAVD 88)
L = 104.40'
D = 119°38'19"
R = 50.00'
L = 22.14'
D = 50°44'24"
R = 25.00'
L = 61.78'
D = 17°55'28"
R = 197.47'
S89°57'09"E
170.27'
18" CMP
W. INV. = 13.7'
E. INV. = 13.6'
DIRT DRIVE
(TO BE REMOVED)
10.47' SETBACK
29.1' SETBACK
STOP BAR
& SIGN
ANCHORS
GATE
MAIL BOXES
(SLAB)
LOT 10
FORT PIERCE
BUSINESS PARK
PLAT BOOK 27, PAGE 6
FENCED
OPEN STORAGE AREA
GRAVEL
MATERIAL
STORAGE
AREA
5' CONC. SIDEWALK (TYP.)
FENCED & LOCKED (NO ACCESS)
- OPEN STORAGE AREA WITH INTERIOR CROSS FENCING -
NOTE: APPEARS TO BE A REPOSSESSION YARD WITH VEHICLES
RECEIVING BAY
GRAVEL DRIVE
(TO BE REMOVED)
TYPE 'D'
CURB (TYP.)
MANUFACTURING
24,534 SF
FFE = 18.30
LANDSCAPE
ISLAND (TYP.)
FABRICATION BAY
LOT 10
(UNDEVELOPED)
OFFICES
2,328 SF
OUT
LAND USE: IND (INDUSTRIAL)
ZONING: IL (LIGHT INDUSTRIAL)
5' CONC.
SIDEWALK (TYP.)
TYPE 'D' CURB
(TYP.)
PROP. DUMPSTER LOCATION
SITE BENCHMARK
SET 10" SPIKE W/WASHER PSM #5647
ELEV.= 16.61' (NAVD 88)
RESERVED FUTURE PARKING
S45°17'15"E
505.00'
10.3' SETBACK
NOT PLATTED
DITCH
DRAINAGE AND UTILITY EASEMENT
ORB 616, PAGE 1184 & ORB 616, PAGE 1187
(EXCEPTION # 9)
130.13'
135.4
126.9
175.0
175.1
110.3
188.5
213.8
56.2
24.9
59.3
59.0
42.0
45.5
36.0
89.5
33.2
68.4
26.0
18.0
10.0
12.0

Building Footprint	24,534 sq. ft.
Building Height	35’
Parking (41)	39 Spaces 2 ADA
2-level	

BUILDING DESIGN

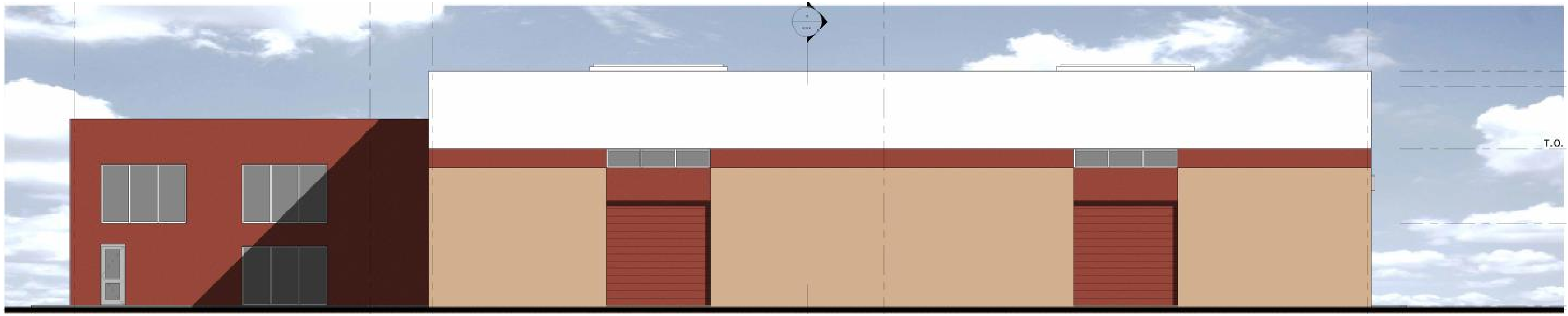

REDHAWK REBAR II

Southwest elevation


REDHAWK REBAR II

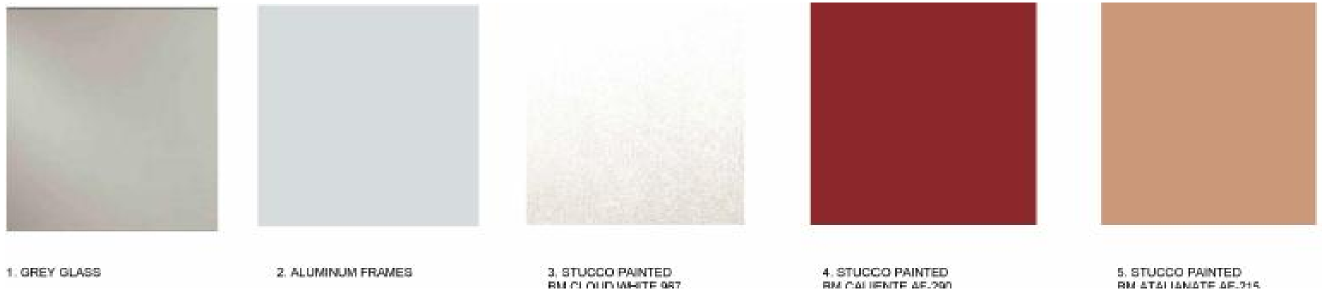
North elevations

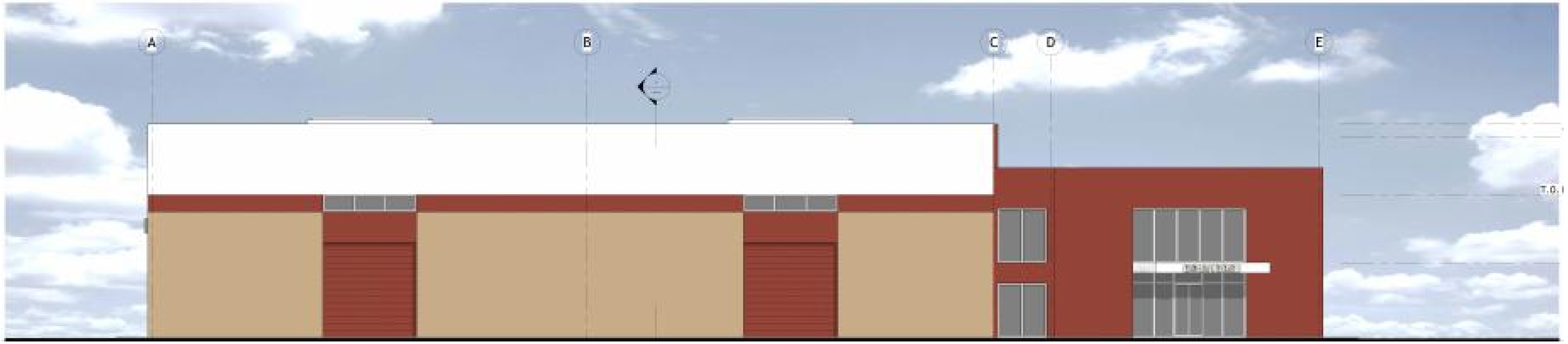
BUILDING DESIGN



East elevation

Color board

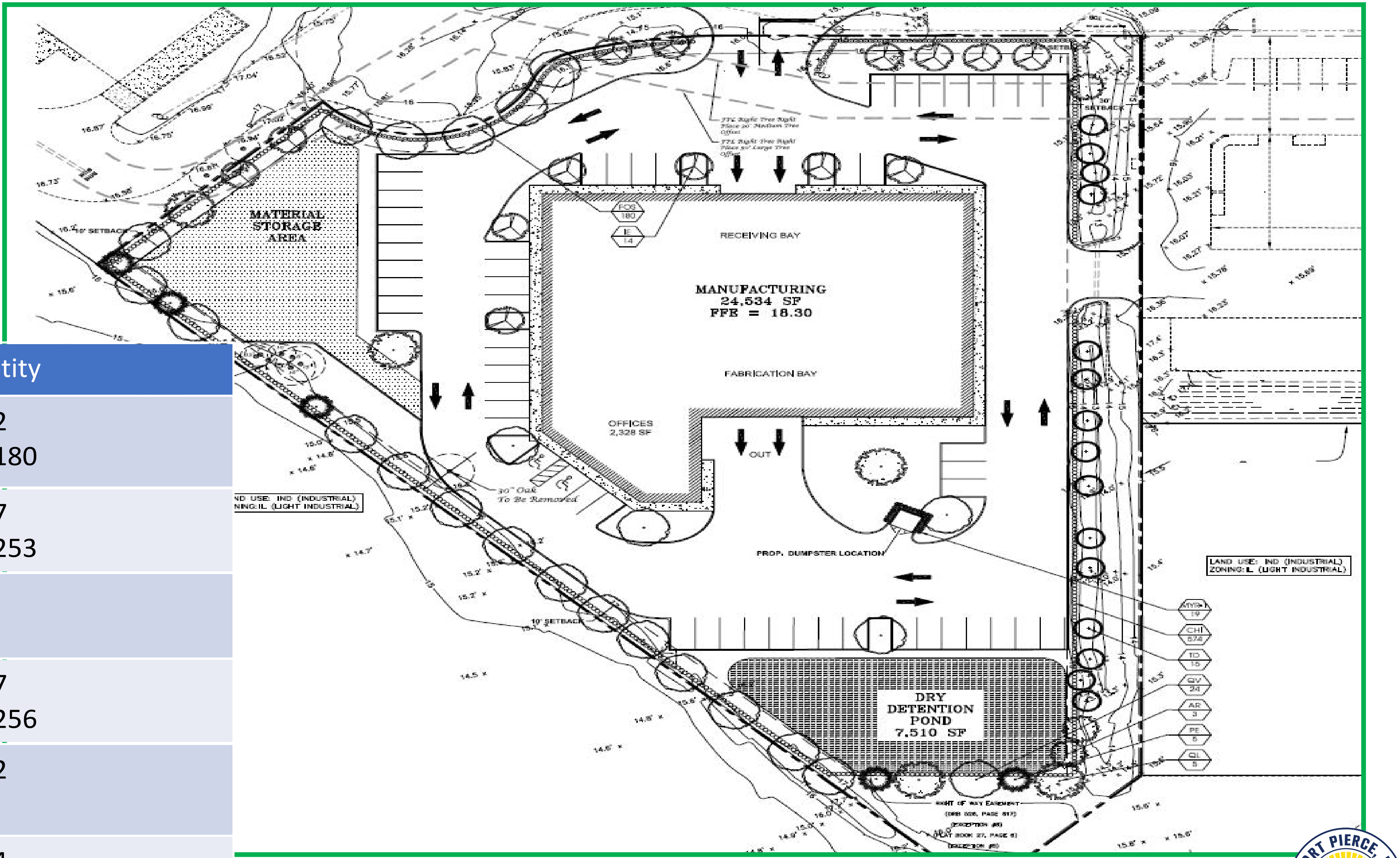

1. GREY GLASS
2. ALUMINUM FRAMES
3. STUCCO PAINTED
BM CLOUD WHITE 967
4. STUCCO PAINTED
BM CALIENTE AF-290
5. STUCCO PAINTED
BM ATALIANATE AF-215



West elevations

Red Hawk Rebar II Manufactuing Plant – Major Site Plan

LANDSCAPE PLAN & DETAILS


MATERIAL STORAGE AREA
RECEIVING BAY
MANUFACTURING
24,534 SF
FFE = 18.30
FABRICATION BAY
OFFICES
2,328 SF
OUT
30" Oak To Be Removed
PROP. DUMPSTER LOCATION
DRY DETENTION POND
7,510 SF
10' SETBACK
LAND USE: IND (INDUSTRIAL)
ZONING: IL (LIGHT INDUSTRIAL)
MYR 19
CHI 574
TD 15
QV 24
AR 3
PE 5
QL 5

Landscape Details	Quantity
Interior Island Trees Shrubs	12/12 180/180
Southwest Buffer Shrubs	17/17 253/253
Northwest Buffer Shrubs	5/5 65
East Buffer Shrubs	17/17 256/256
Interior Island Trees	12/12
Interior Vehicular	14/14
Total Trees: 65	Total Shrubs: 754

Red Hawk Rebar II Manfacturing Plant – Major Site Plan

PLANNING BOARD

The Planning Board, at their November 10, 2025, meeting, recommended that the application be forwarded to the City Commission with a recommendation of approval.

CONDITIONS (reworded)

1. Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
    a. All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
        i. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.
        ii. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.
2. A 5-foot sidewalk shall be provided on the property frontage with Bandy Blvd Prior to issuance of final certificate of occupation.
3. All required agency permits shall be obtained prior to building permit submittal.

CITY COMMISION RECOMMENDATION

The proposed application meets the standards of the City Coade Section 125-313. Therefore, Staff recommend that City Commission **APPROVE** the site plan with the three (3) conditions.

ALTERNATIVE RECOMMENDATION

1. Recommend Approval with alternative conditions.

or

2. Recommend Disapproval.

**Note that issuance of a development permit or development order by the City of Fort Pierce does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

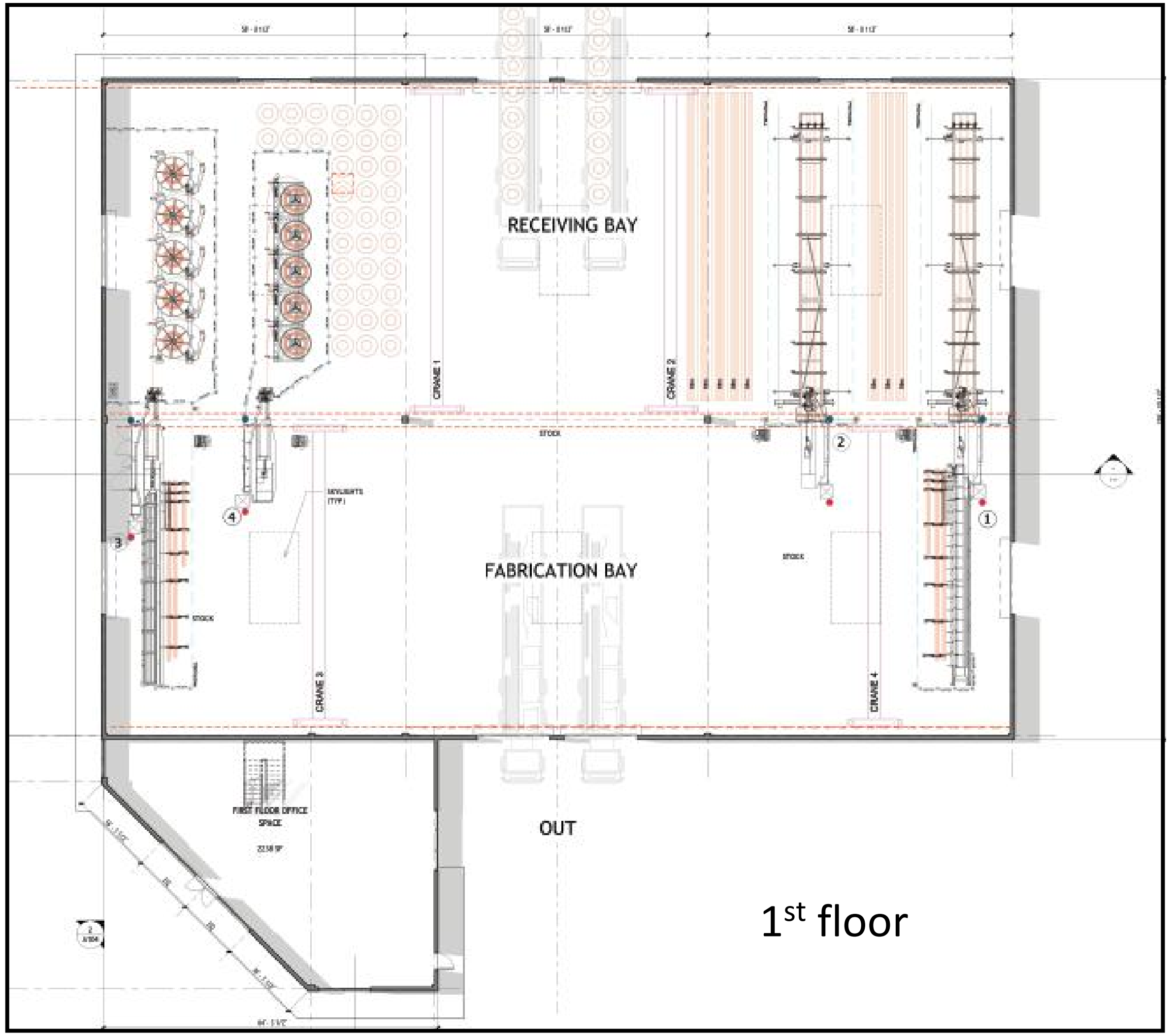
CITY OF FORT PIERCE

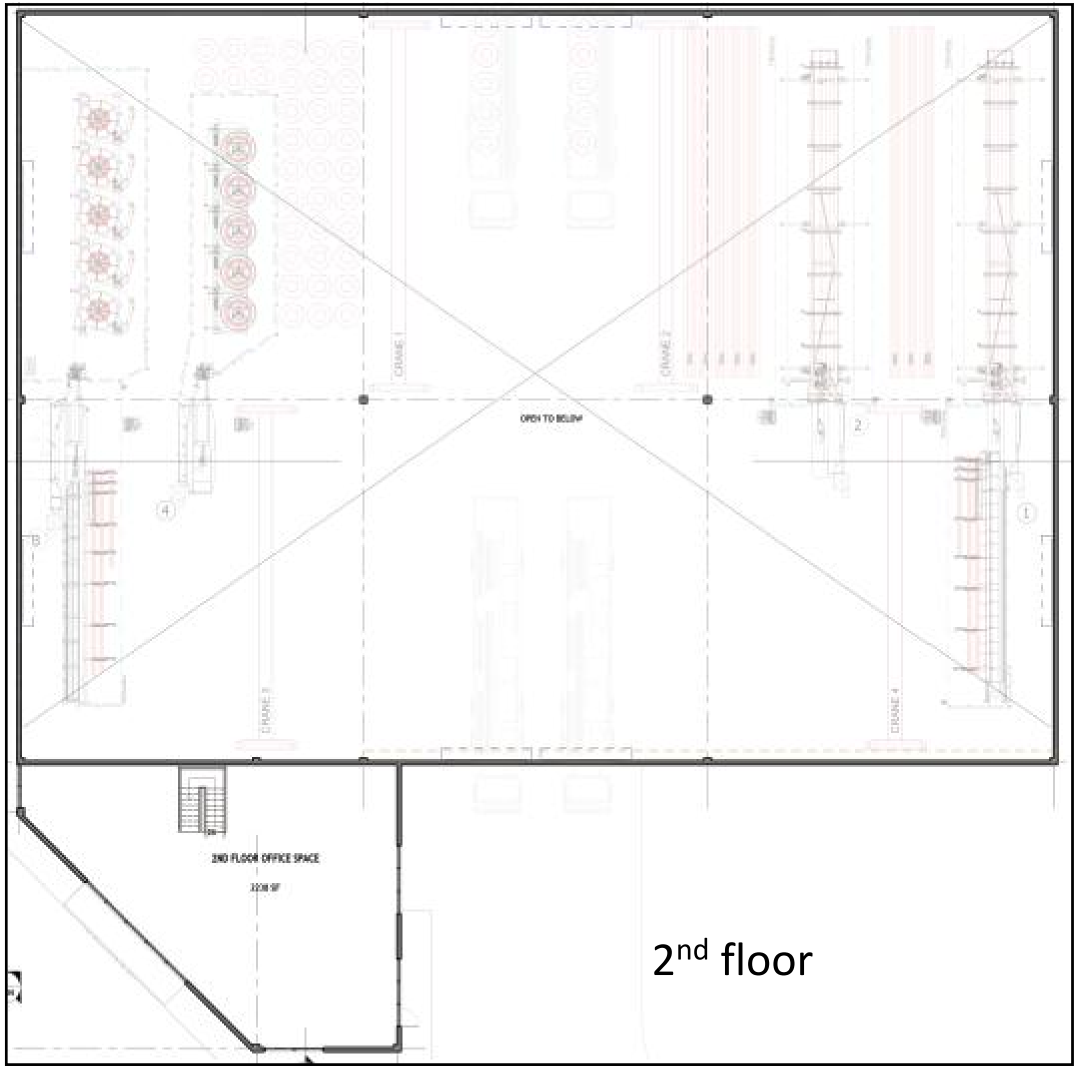
CITY COMMISSION

December 1st, 2025

Red Hawk Rebar II Manufacturing Plant
Major Site Plan
4201 Bandy Blvd

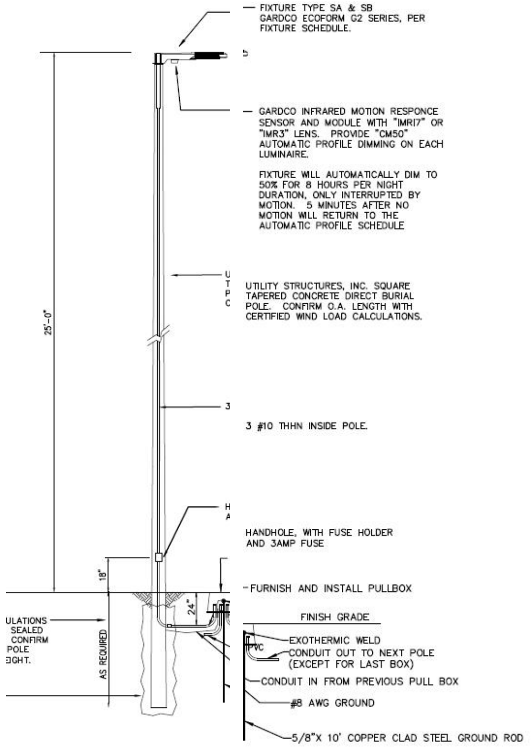
FLOOR PLAN

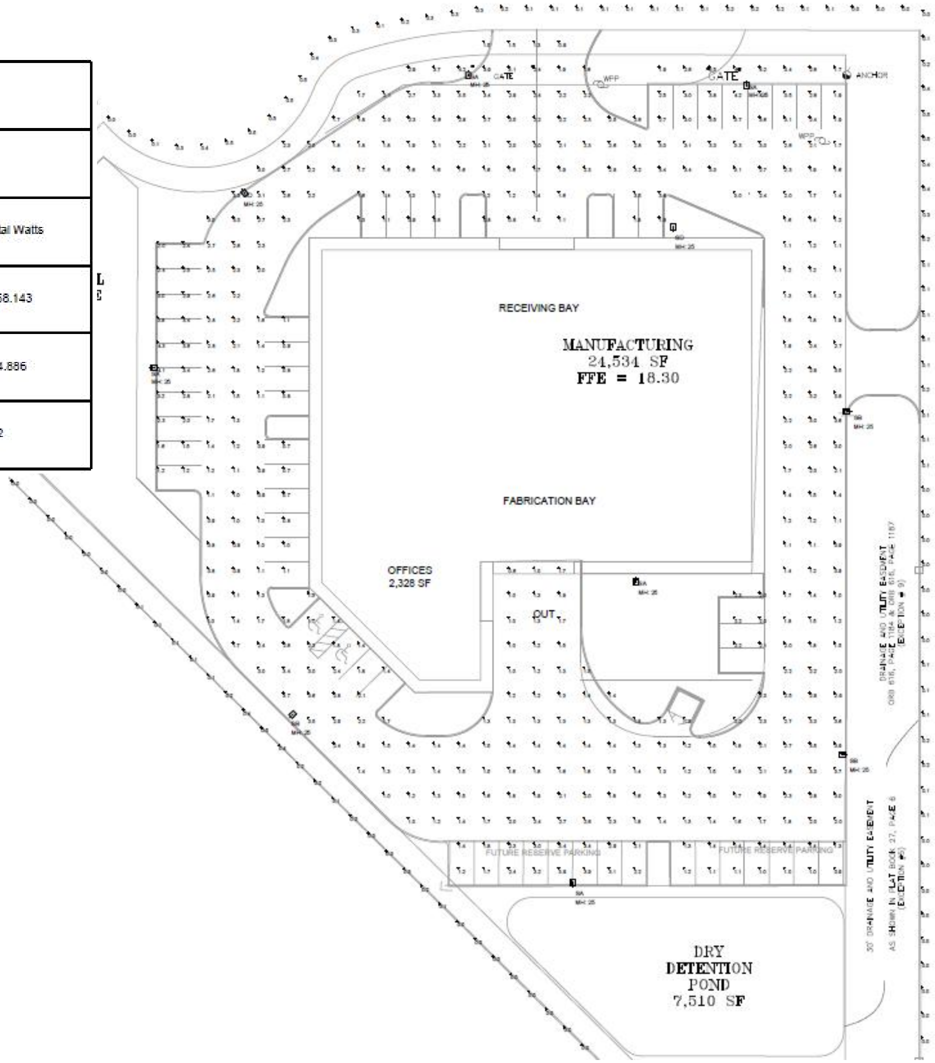

RECEIVING BAY
CRANE 1
CRANE 2
STOCK
SKYLIGHTS (TYP.)
FABRICATION BAY
STOCK
STOCK
CRANE 3
CRANE 4
1
2
3
4
FIRST FLOOR OFFICE SPACE
2238 SF
OUT
1st floor


OPEN TO BELOW
CRANE 1
CRANE 2
CRANE 3
CRANE 4
1
2
4
2ND FLOOR OFFICE SPACE
2238 SF
2nd floor

LIGHTING PLAN

Luminaire Schedule									
Project: REDHAWK REBAR SITE 2 07-24-2025									
Symbol	Label	Description	Lumens/Lamp	LLD	LDD	BF	LLF	Lum. Watts	Total Watts
⊡	SA	GARDCO ECF-S-64L-1A-NW-G2-4-HIS POLE MOUNT 25' AFG	N.A.	0.900	0.900	1.000	0.810	211.6286	1058.143
⊡	SB	GARDCO ECF-S-64L-1A-NW-G2-3-HIS POLE MOUNT 25' AFG	N.A.	0.900	0.900	1.000	0.810	211.6286	634.886
⊡	SD	GARDCO ECF-S-48L-1A-NW-G2-3-HIS POLE MOUNT 25' AFG	N.A.	0.900	0.900	1.000	0.810	161	322


FIXTURE TYPE SA & SB
GARDCO ECOFORM G2 SERIES, PER FIXTURE SCHEDULE.
GARDCO INFRARED MOTION RESPONCE SENSOR AND MODULE WITH "IMRI7" OR "IMR3" LENS. PROVIDE "CM50" AUTOMATIC PROFILE DIMMING ON EACH LUMINAIRE.
FIXTURE WILL AUTOMATICALLY DIM TO 50% FOR 8 HOURS PER NIGHT DURATION, ONLY INTERRUPTED BY MOTION. 5 MINUTES AFTER NO MOTION WILL RETURN TO THE AUTOMATIC PROFILE SCHEDULE
UTILITY STRUCTURES, INC. SQUARE TAPERED CONCRETE DIRECT BURIAL POLE. CONFIRM O.A. LENGTH WITH CERTIFIED WIND LOAD CALCULATIONS.
25'-0"
3 #10 THHN INSIDE POLE.
HANDHOLE, WITH FUSE HOLDER AND 3AMP FUSE
18"
FURNISH AND INSTALL PULLBOX
24"
FINISH GRADE
ULATIONS SEALED CONFIRM POLE EIGHT.
AS REQUIRED
EXOTHERMIC WELD
CONDUIT OUT TO NEXT POLE (EXCEPT FOR LAST BOX)
CONDUIT IN FROM PREVIOUS PULL BOX
#8 AWG GROUND
5/8"X 10' COPPER CLAD STEEL GROUND ROD


GATE
GATE
ANCHOR
RECEIVING BAY
MANUFACTURING
24,534 SF
FFE = 18.30
FABRICATION BAY
OFFICES
2,328 SF
OUT
FUTURE RESERVE PARKING
FUTURE RESERVE PARKING
DRY DETENTION POND 7,510 SF
DRAINAGE AND UTILITY EASEMENT
30' DRAINAGE AND UTILITY EASEMENT

Red Hawk Rebar II Manufactuing Plant – Major Site Plan

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Richard Chess, MBA, City Manager

THROUGH: Kevin Freeman, Planning Director

FROM: Kerry C. Driver, Senior Planner

RE: **Major Site Plan**
4201 Bandy Blvd.

BOARD DATE: December 1, 2025

STAFF REPORT

Owner: Emerson Peraza
Red Hawk Rebar II
Manufacturing Plant

Applicant: Culpepper & Terpening, Inc.
Thomas DeGrace
2980 S. 25th Street.
Fort Pierce, FL 34981

Applicant's Request: Approval of Major Site Plan

Location(s): 4201 Bandy Blvd

Parcel ID: 2431-505-0010-000-3

Future Land Use: Heavy Industrial (HI)

Current Zoning: Light Industrial (I-1)

Site Area: 2.92 +/- acres

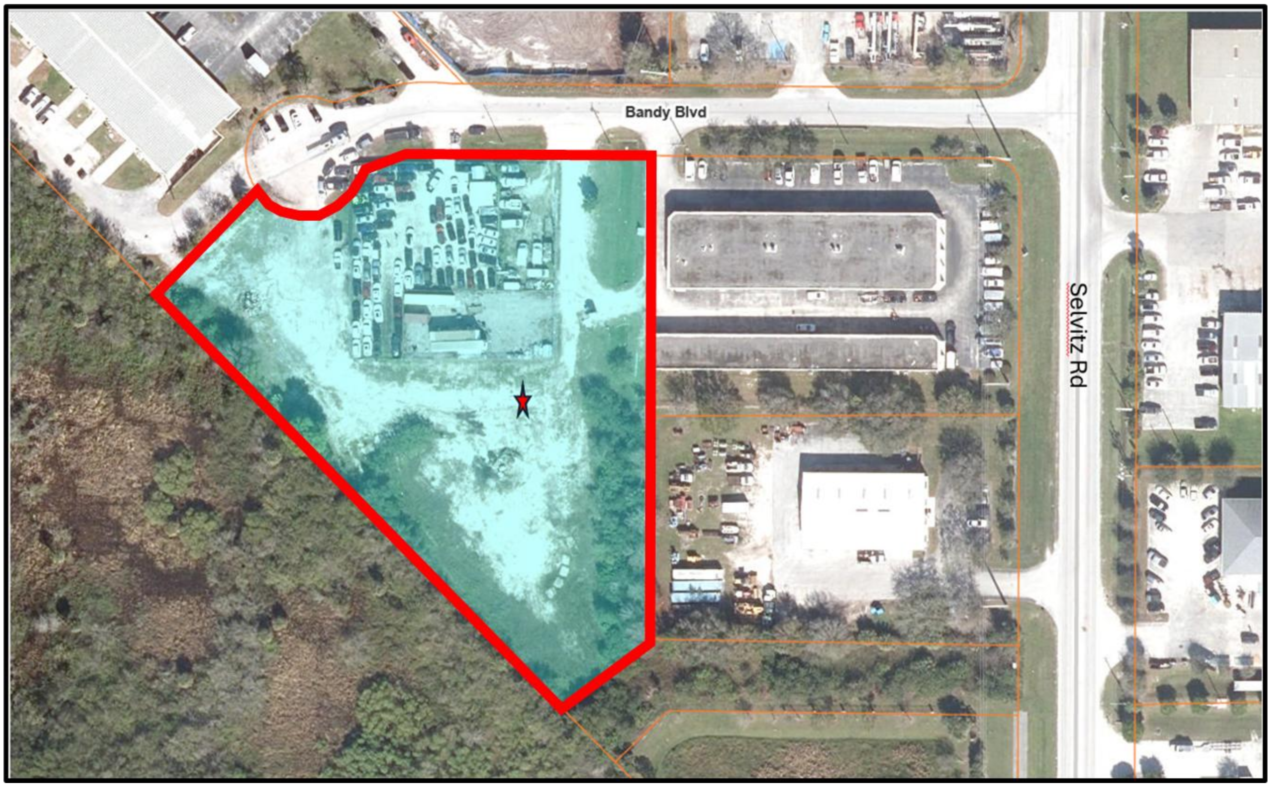
Surrounding FLU:

North	East	South	West
I-1	1 I-1	IH (county)	PD

Surrounding Zoning:

North	East	South	West
HI	HI	IND (county)	HI

Utilities: FPUA



Site Location: 4201 Bandy Blvd

Staff Analysis:

Request
In accordance with Article VII Sections 125-313 of the City Code, the applicant is requesting the review and approval of a major site plan to develop a 24,534 sq. ft. new rebar manufacturing plant, Red Hawk Rebar II.

Future Land Use & Zoning
The Heavy Industrial (HI) designation is intended for parcels suitable for industrial development and to

promote the City's position as a major employment center. The uses allowed under this designation include intensive manufacturing and processing facilities; storage and distribution facilities; warehousing; general and intensive commercial uses; large business parks; office, retail, and service uses that provide support to employees; and compatible public, quasi-public, and special uses. This land use designation allows a maximum FAR of 2.0.

The subject site has a zoning district classification of Light Industrial (I-1). The purpose of this district is to provide for industrial and related uses with limited objectionable external effects in areas that are suitable for such operations due to the desirability of site characteristics, adequacy of utilities, appropriateness of transportation facilities and other factors. Acceptable manufacturing, warehousing, heavy commercial and similar uses are encouraged. Uses in the district may perform a support role for uses in other industrial areas.

Building Design

The 24,534 sq. ft. building will be 35 ft in height. Double bay doors will be placed on the north and south end of the building, allowing for rebar pick-up. The building will be stucco and painted. The warm colored building will add to the visual aesthetics in the industrial area.

Parking

The 2.92 acres property, per city code, requires 41 parking spaces for the new rebar manufacturing plant. The applicant proposes to provide a total of 41 parking spaces. 39 spaces will be reserved for standard parking and 2 ADA parking spaces.

Landscaping

The applicant will provide 65 trees and 754 shrubs. A variation of trees will include red maples, eagleston holy, southern live oaks, south Florida slash pine. There will be a 10' wide landscape strip around perimeter. The property will have a dry pond for retention.

Traffic Impact Statement

The county road will be maintained, at the County's discretion.

Lighting

The applicant provided a photometry listing where the proposed foot-candles will be placed throughout the community, providing ample lighting.

Technical Review Committee

All affected departments have reviewed the proposed site plan application with regard to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided with the staff's supporting documents.

Planning Board Recommendation

The Planning Board, at their November 10, 2025, meeting recommended approval of the request with four (4) conditions, which have been reworded and now reorganized into three (3) recommended conditions:

1. Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
   a. All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
      i. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.
      ii. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.

2. A 5-foot sidewalk shall be provided on the property frontage with Bandy Blvd Prior to issuance of final certificate of occupation.

3. All required agency permits shall be obtained prior to building permit submittal.

***Staff Recommendation**:*

Staff has confirmed that the proposed application meets the standards of the City's Code Section 125-313. Therefore, Staff recommends that the City Commission **APPROVE** the subject site plan subject to the noted thee Conditions.

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5263484 OR BOOK 5067 PAGE 594, Recorded 11/08/2023 04:58:44 PM Doc Tax: $48930.00

This instrument was prepared by:
John H Adair III, Esq.
Doumar, Allsworth, et al
1177 Southeast Third Avenue
Fort Lauderdale, Florida 33316-1197

Parcel ID Number: 2431-505-0003-000-1, 2431-505-0009-000-3, 2431-505-0010-000-3

WARRANTY DEED

THIS INDENTURE, Made effective on November 1, 2023 A.D., **Between** BLC TRUST HOLDINGS, LLC, a Florida limited liability company whose address is 30 Harbour Isle W, Unit 204, Fort Pierce, FL 34949, **Grantor**, and RED HAWK REBAR LLC., a Florida limited liability company, whose address is 255 Alhambra Circle, Suite 500, Coral Gables, FL 33134, **Grantee**.

WITNESSETH that the Grantor, for and in consideration of the sum of TEN & NO/100 ($10.00) 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 and assigns forever, the following described land, situate, lying and being in the County of Saint Lucie, State of Florida, to wit:

Lots 3, 9, and 10, Fort Pierce Business Park, according to the plat thereof, as recorded in Plat Book 27, Page 6, all of the Public Records of Saint Lucie County, Florida.

Together with Grant of Easement recorded in Official Records Book 2678, Page 1626 with Amendment to Grant of Easement recorded in Official Records Book 2837, Page 1203, all of the Public Records of Saint Lucie County, Florida.

SUBJECT TO:

(1) Without reimposing same, comprehensive land use plans, zoning and other land use restrictions, prohibitions and requirements imposed by governmental authority;
(2) Without reimposing same, restrictions and matters appearing on the Plat or otherwise common to the subdivision;
(3) Outstanding oil, gas and mineral rights of record, if any, without right of entry;
(4) Taxes for the 2024 tax year and subsequent years.

AND the Grantor hereby covenants with the Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; and that 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 its hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

BLC TRUST HOLDINGS, LLC, a Florida limited liability company

By:________________________
Belseri Comerford, Authorized Member

____
Printed Name: JOHN H. ADAIR, III
Witness

____
Printed Name: Mark Allsworth
Witness

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 25 day of October, 2023 by Belseri Comerford, Authorized Member, of BLC TRUST HOLDINGS, LLC, a Florida limited liability company on behalf of the corporation/company. He is personally known to me or has produced _______________ as identification.

NOTARY PUBLIC:

JOHN H. ADAIR III
Commission # HH 381005
Expires May 6, 2027

____
Print: JOHN H. ADAIR, III
State of Florida at Large (Seal)
My Commission Expires:

Property Identification

Site Address: 4201 BANDY BLVD
Use Type: 4000
Parcel ID: 2431-505-0010-000-3
Jurisdiction: Fort Pierce
Account #: 127250
Map ID: 24/31N
Sec/Town/Range: 31/35S/40E
Zoning: Light Indu

Ownership

Red Hawk Rebar LLC
255 Alhambra CIR Ste 500
Coral Gables, FL 33134-7417

Legal Description

FT PIERCE BUSINESS PARK LOT 10 (2.92 AC)

Current Values

Just/Market:	$572,900	Assessed:	$572,900
Exemptions:	$0	Taxable:	$572,900

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2024	$572,900	$572,900	$0	$572,900
2023	$572,900	$385,143	$0	$385,143
2022	$381,900	$350,130	$0	$350,130

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
10-25-2023	5067 / 0594	0205	WD	BLC Trust Holdings LLC	$6,990,000
09-11-2020	4476 / 0567	0205	WD	Cloud Nine Investments Inc	$3,600,000
07-12-1990	0699 / 2021	XX02	WD	Archie A Hendry	$100

Primary Building Information

Finished Area of this building: 0 SF
Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:	Building Type:
Year Built: N/A	Frame:	Grade:	Effective Year: N/A
Primary Wall:	Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	A/C %: 0%	Electric:	Primary Int Wall:
Full Baths: 0	Heated %: N/A%	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: 0%	Heat Fuel:	Primary Floors:

Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	2.92
Land Size (SF):	127,195.2
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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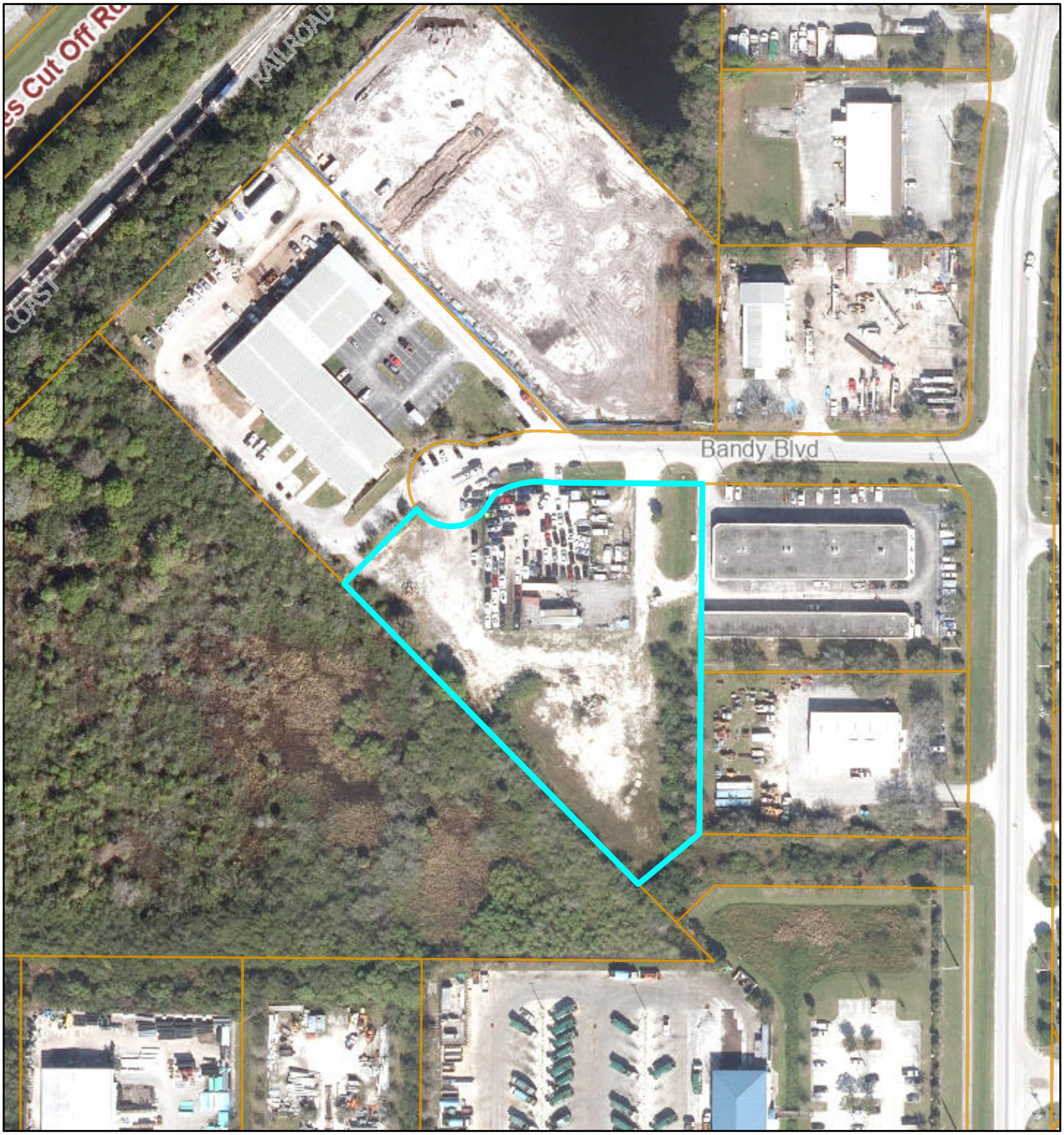
Saint Lucie County Property Appraiser

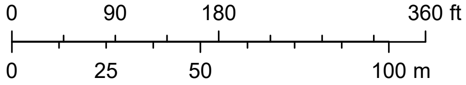


es Cut Off Ro
RAILROAD
COAST
Bandy Blvd

3/14/2025

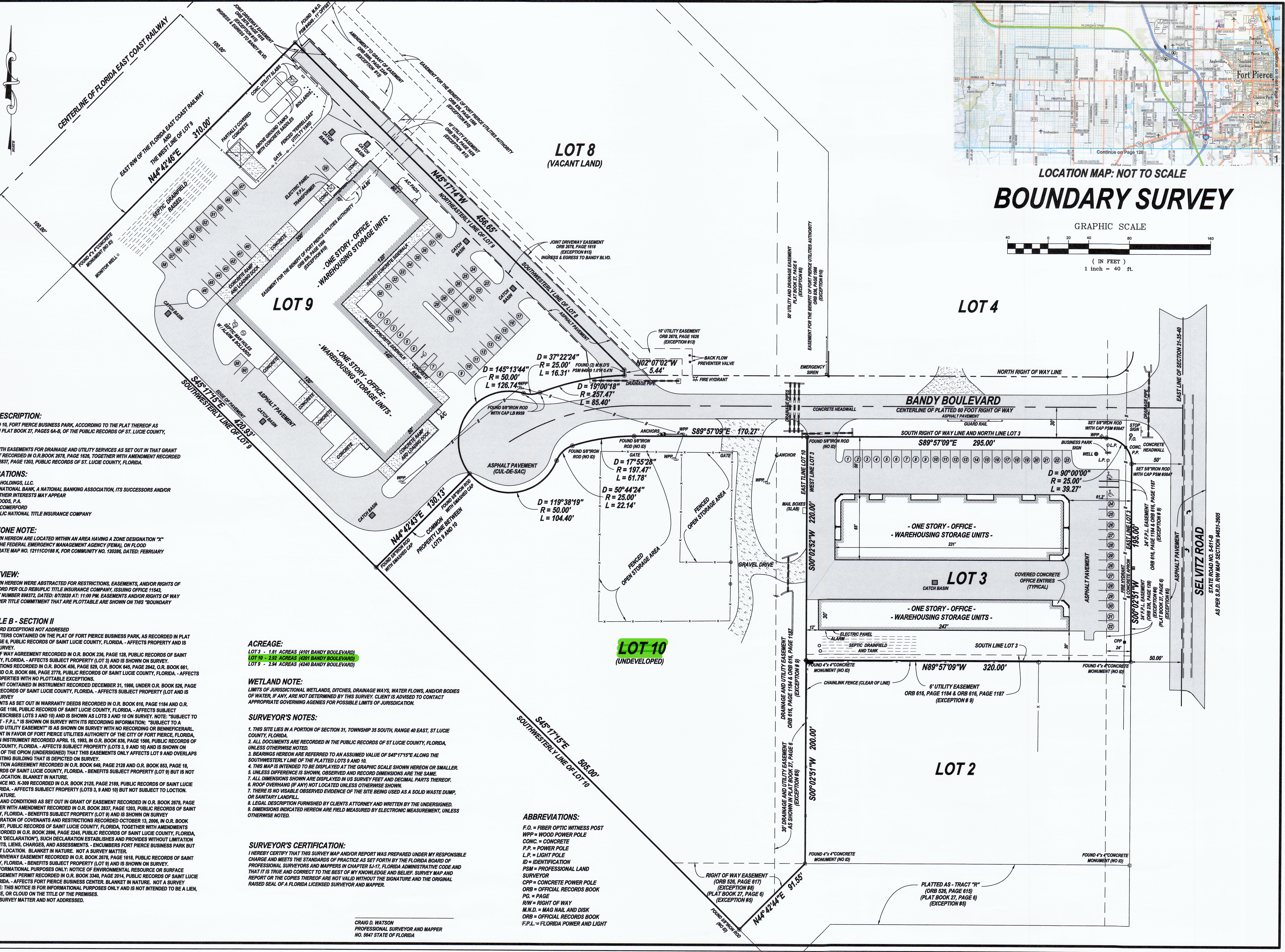
Comparable Search

1:2,257



0
90
180
360 ft
0
25
50
100 m

BOUNDARY SURVEY


LOCATION MAP: NOT TO SCALE
Fort Pierce
Continue on Page 126
GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.
CENTERLINE OF FLORIDA EAST COAST RAILWAY
EAST R/W OF THE FLORIDA EAST COAST RAILWAY AND THE WEST LINE OF LOT 9
N44°42'46"E 310.00'
100.00'
LOT 8
(VACANT LAND)
N45°17'14"W 456.65'
NORTHEASTERLY LINE OF LOT 9
SOUTHWESTERLY LINE OF LOT 8
JOINT DRIVEWAY EASEMENT ORB 2678, PAGE 1618 (EXCEPTION #15) INGRESS & EGRESS TO BANDY BLVD.
LOT 9
- ONE STORY - OFFICE - WAREHOUSING STORAGE UNITS -
ASPHALT PAVEMENT
S45°17'15"E 420.93'
SOUTHWESTERLY LINE OF LOT 9
N44°42'43"E 130.13'
COMMON PROPERTY LINE BETWEEN LOTS 9 AND 10
D = 145°13'44" R = 50.00' L = 126.74'
D = 37°22'24" R = 25.00' L = 16.31'
D = 19°00'18" R = 257.47' L = 85.40'
N02°07'02"W 5.44'
D = 17°55'28" R = 197.47' L = 61.78'
D = 50°44'24" R = 25.00' L = 22.14'
D = 119°38'19" R = 50.00' L = 104.40'
ASPHALT PAVEMENT (CUL-DE-SAC)
BANDY BOULEVARD
CENTERLINE OF PLATTED 60 FOOT RIGHT OF WAY
NORTH RIGHT OF WAY LINE
SOUTH RIGHT OF WAY LINE AND NORTH LINE LOT 3
S89°57'09"E 170.27'
S89°57'09"E 295.00'
LOT 4
FENCED OPEN STORAGE AREA
GRAVEL DRIVE
S00°02'52"W 220.00'
EAST LINE LOT 10
WEST LINE LOT 3
D = 90°00'00" R = 25.00' L = 39.27'
LOT 3
- ONE STORY - OFFICE - WAREHOUSING STORAGE UNITS -
S00°02'51"W 195.00'
EAST LINE LOT 3
SOUTH LINE LOT 3
N89°57'09"W 320.00'
SELVITZ ROAD
STATE ROAD NO. S-611-B
AS PER S.R.D. R/W MAP SECTION 94631-2605
EAST LINE OF SECTION 31-35-40
LOT 10
(UNDEVELOPED)
S45°17'15"E 505.00'
SOUTHWESTERLY LINE OF LOT 10
S00°02'51"W 200.00'
N44°42'44"E 91.55'
LOT 2
6' UTILITY EASEMENT ORB 616, PAGE 1184 & ORB 616, PAGE 1187 (EXCEPTION # 9)
RIGHT OF WAY EASEMENT (ORB 526, PAGE 617) (EXCEPTION #8) (PLAT BOOK 27, PAGE 6) (EXCEPTION #5)
PLATTED AS - TRACT "R" (ORB 526, PAGE 615) (PLAT BOOK 27, PAGE 6) (EXCEPTION #5)
FOUND 4"x 4"CONCRETE MONUMENT (NO ID)

LEGAL DESCRIPTION:

LOTS 3, 9 AND 10, FORT PIERCE BUSINESS PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 27, PAGES 6A-B, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

TOGETHER WITH EASEMENTS FOR DRAINAGE AND UTILITY SERVICES AS SET OUT IN THAT GRANT OF EASEMENT RECORDED IN O.R.BOOK 2678, PAGE 1626, TOGETHER WITH AMENDMENT RECORDED IN O.R.BOOK 2837, PAGE 1203, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CERTIFICATIONS:

1. BLC TRUST HOLDINGS, LLC.
2. AMERICAN NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS, AS THEIR INTERESTS MAY APPEAR
3. WALTER WOODS, P.A.
4. BELSERI L. COMERFORD
5. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

FLOOD ZONE NOTE:

LANDS SHOWN HEREON ARE LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "X" AND "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 12111CO188 K, FOR COMMUNITY NO. 120286, DATED: FEBRUARY 19, 2020.

TITLE REVIEW:

LANDS SHOWN HEREON WERE ABSTRACTED FOR RESTRICTIONS, EASEMENTS, AND/OR RIGHTS OF WAY OF RECORD PER OLD REBUPLIC TITLE INSURANCE COMPANY, ISSUING OFFICE 11543, COMMITMENT NUMBER 898372, DATED: 8/7/2020 AT: 11:00 PM. EASEMENTS AND/OR RIGHTS OF WAY OF RECORD PER TITLE COMMITMENT THAT ARE PLOTTABLE ARE SHOWN ON THIS "BOUNDARY SURVEY".

SCHEDULE B - SECTION II

1 - 4. STANDARD EXCEPTIONS NOT ADDRESED

5. ALL MATTERS CONTAINED ON THE PLAT OF FORT PIERCE BUSINESS PARK, AS RECORDED IN PLAT BOOK 27, PAGE 6, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA. - AFFECTS PROPERTY AND IS SHOWN ON SURVEY.

6. RIGHT OF WAY AGREEMENT RECORDED IN O.R. BOOK 236, PAGE 128, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA. - AFFECTS SUBJECT PROPERTY (LOT 3) AND IS SHOWN ON SURVEY.

7. RESOLUTIONS RECORDED IN O.R. BOOK 456, PAGE 529, O.R. BOOK 645, PAGE 2842, O.R. BOOK 661, PAGE 1462 AND O.R. BOOK 686, PAGE 2778, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA. - AFFECTS SUBJECT PROPERTIES WITH NO PLOTTABLE EXCEPTIONS.

8. EASEMENT CONTAINED IN INSTRUMENT RECORDED DECEMBER 31, 1986, UNDER O.R. BOOK 526, PAGE 617, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA. - AFFECTS SUBJECT PROPERTY (LOT AND IS SHOWN ON SURVEY

9. EASEMENTS AS SET OUT IN WARRANTY DEEDS RECORDED IN O.R. BOOK 616, PAGE 1184 AND O.R. BOOK 616, PAGE 1186, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA. - AFFECTS SUBJECT PROPERTY (DESCRIBES LOTS 3 AND 10) AND IS SHOWN AS LOTS 3 AND 10 ON SURVEY. NOTE: "SUBJECT TO AN EASEMENT - F.P.L." IS SHOWN ON SURVEY WITH ITS RECORDING INFORMATION; "SUBJECT TO A DRAINAGE AND UTILITY EASEMENT" IS AS SHOWN ON SURVEY WITH NO RECORDING OR BENNEFICERARL.

10. EASEMENT IN FAVOR OF FORT PIERCE UTILITIES AUTHORITY OF THE CITY OF FORT PIERCE, FLORIDA, CONTAINED IN INSTRUMENT RECORDED APRIL 15, 1993, IN O.R. BOOK 836, PAGE 1566, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA. - AFFECTS SUBJECT PROPERTY (LOTS 3, 9 AND 10) AND IS SHOWN ON SURVEY. IT IS OF THE OPION (UNDERSIGNED) THAT THIS EASEMENTS ONLY AFFECTS LOT 9 AND OVERLAPS INTO THE EXISTING BUILDING THAT IS DEPICTED ON SURVEY.

11. ANNEXATION AGREEMENT RECORDED IN O.R. BOOK 649, PAGE 2128 AND O.R. BOOK 853, PAGE 18, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA. - BENEFITS SUBJECT PROPERTY (LOT 9) BUT IS NOT SUBJECT TO LOCATION. BLANKET IN NATURE.

12. ORDINANCE NO. K-309 RECORDED IN O.R. BOOK 2125, PAGE 2189, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA. - AFFECTS SUBJECT PROPERTY (LOTS 3, 9 AND 10) BUT NOT SUBJECT TO LOCTION. BLANKET IN NATURE.

13. TERMS AND CONDITIONS AS SET OUT IN GRANT OF EASEMENT RECORDED IN O.R. BOOK 2678, PAGE 1626, TOGETHER WITH AMENDMENT RECORDED IN O.R. BOOK 2837, PAGE 1203, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA. - BENEFITS SUBJECT PROPERTY (LOT 9) AND IS SHOWN ON SURVEY

14. DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED OCTOBER 13, 2006, IN O.R. BOOK 2678, PAGE 1597, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA, TOGETHER WITH AMENDMENTS THERETO RECORDED IN O.R. BOOK 2896, PAGE 2245, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA, (HEREINAFTER 'DECLARATION"), SUCH DECLARATION ESTABLISHES AND PROVIDES WITHOUT LIMITATION FOR USE RIGHTS, LIENS, CHARGES, AND ASSESSMENTS. - ENCUMBERS FORT PIERCE BUSINESS PARK BUT IS NOT SBJECT LOCATION. BLANKET IN NATURE. NOT A SURVEY MATTER.

15. JOINT DRIVEWAY EASEMENT RECORDED IN O.R. BOOK 2678, PAGE 1618, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA. - BENEFITS SUBJECT PROPERTY (LOT 9) AND IS SHOWN ON SURVEY.

16. FOR INFORMATIONAL PURPOSES ONLY: NOTICE OF ENVIRONMENTAL RESOURCE OR SURFACE WATER MANAGEMENT PERMIT RECORDED IN O.R. BOOK 3340, PAGE 2014, PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA. - AFFECTS FORT PIERCE BUSINESS CENTER. BLANKET IN NATURE. NOT A SURVEY MATTER. NOTE: THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO BE A LIEN, ENCUMBRANCE, OR CLOUD ON THE TITLE OF THE PREMISES.

17 - 20. NOT A SURVEY MATTER AND NOT ADDRESSED.

ACREAGE:

LOT 3 - 1.61 ACREAS (4101 BANDY BOULEVARD)
LOT 10 - 2.92 ACREAS (4201 BANDY BOULEVARD)
LOT 9 - 2.94 ACREAS (4240 BANDY BOULEVARD)

WETLAND NOTE:

LIMITS OF JURISDICTIONAL WETLANDS, DITCHES, DRAINAGE WAYS, WATER FLOWS, AND/OR BODIES OF WATER, IF ANY, ARE NOT DETERMINED BY THIS SURVEY. CLIENT IS ADVISED TO CONTACT APPROPRIATE GOVERNING AGENIES FOR POSSIBLE LIMITS OF JURISDICATION.

SURVEYOR'S NOTES:

1. THIS SITE LIES IN A PORTION OF SECTION 31, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST LUCIE COUNTY, FLORIDA.
2. ALL DOCUMENTS ARE RECORDED IN THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
3. BEARINGS HEREON ARE REFERRED TO AN ASSUMED VALUE OF S45°17'15"E ALONG THE SOUTHWESTERLY LINE OF THE PLATTED LOTS 9 AND 10.
4. THIS MAP IS INTENDED TO BE DISPLAYED AT THE GRAPHIC SCALE SHOWN HEREON OR SMALLER.
5. UNLESS DIFFERENCE IS SHOWN, OBSERVED AND RECORD DIMENSIONS ARE THE SAME.
7. ALL DIMENSIONS SHOWN ARE DISPLAYED IN US SURVEY FEET AND DECIMAL PARTS THEREOF.
6. ROOF OVERHANG (IF ANY) NOT LOCATED UNLESS OTHERWISE SHOWN.
7. THERE IS NO VISABLE OBSERVED EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, OR SANITARY LANDFILL.
8. LEGAL DESCRIPTION FURNISHED BY CLIENTS ATTORNEY AND WRITTEN BY THE UNDERSIGNED.
9. DIMENSIONS INDICATED HEREON ARE FIELD MEASURED BY ELECTRONIC MEASUREMENT, UNLESS OTHERWISE NOTED.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY MAP AND/OR REPORT WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CRAIG D. WATSON
PROFESSIONAL SURVEYOR AND MAPPER
NO. 5647 STATE OF FLORIDA

ABBREVIATIONS:

F.O. = FIBER OPTIC WITNESS POST
WPP = WOOD POWER POLE
CONC. = CONCRETE
P.P. = POWER POLE
L.P. = LIGHT POLE
ID = IDENTIFICATION
PSM = PROFESSIONAL LAND SURVEYOR
CPP = CONCRETE POWER POLE
ORB = OFFICIAL RECORDS BOOK
PG. = PAGE
R/W = RIGHT OF WAY
M.N.D. = MAG NAIL AND DISK
ORB = OFFICIAL RECORDS BOOK
F.P.L = FLORIDA POWER AND LIGHT

DATE	REVISIONS

PREPARED FOR:
BLC TRUST HOLDINGS, LLC

BEING A PORTION OF
SECTION 31, TOWNSHIP 35 SOUTH
RANGE 40 EAST, ST LUCIE COUNTY, FL

Craig D Watson
PROFESSIONAL SURVEYING MAPPING

2240 NE DIXIE HIGHWAY
JENSEN BEACH, FL 34957
CDW-SURVEYING.COM
PHONE 772-334-0868

DATE: 8-10-2020
SCALE: 1"= 40
DWNG. BY C.D.W.
CHECKED BY: C.D.W.
JOB NUMBER: 20320

SHEET NUMBER
1 OF 1

Mar 14, 2025 2:58:48 PM
4280 Bandy Boulevard
Fort Pierce
St. Lucie County
Florida
Redhawk Rebar II

ENTRANCE
TOW-AWAY ZONE
NEW CONSTRUCTION
RESIDENTIAL
COMMERCIAL
REROOFS
METAL
TILE
SHINGLES

Mar 14, 2025 2:58:50 PM
4280 Bandy Boulevard
Fort Pierce
St. Lucie County
Florida
Redhawk Rebar II

Mar 14, 2025 2:59:47 PM
4280 Bandy Boulevard
Fort Pierce
St. Lucie County
Florida
Redhawk Rebar II

Mar 14, 2025 2:58:53 PM
4280 Bandy Boulevard
Fort Pierce
St. Lucie County
Florida
Redhawk Rebar II

Mar 14, 2025 2:59:50 PM
4280 Bandy Boulevard
Fort Pierce
St. Lucie County
Florida
Redhawk Rebar II

Mar 14, 2025 3:00:40 PM
4115 Bandy Boulevard
Fort Pierce
St. Lucie County
Florida
Redhawk Rebar II

BRAZUCA
BRAZUCA
TINT

Mar 14, 2025 3:00:37 PM
4115 Bandy Boulevard
Fort Pierce
St. Lucie County
Florida
Redhawk Rebar II

Mar 14, 2025 2:59:45 PM
4280 Bandy Boulevard
Fort Pierce
St. Lucie County
Florida
Redhawk Rebar II

Benjamin Drew's

Mar 14, 2025 3:00:34 PM
4115 Bandy Boulevard
Fort Pierce
St. Lucie County
Florida
Redhawk Rebar II

Redhawk Rebar II
Site Plan Submission

Project Narrative

The Red Hawk II project is a proposed 29,000 (+/-) square foot, industrial building that will be located at 4201 Bandy Boulevard, just off of Selvitz Road. This project, Red Hawk Rebar II, is the phased expansion of the existing Red Hawk Rebar manufacturing project previously approved by the Ft. Pierce City Commission in 2023. (Ord 22-043).

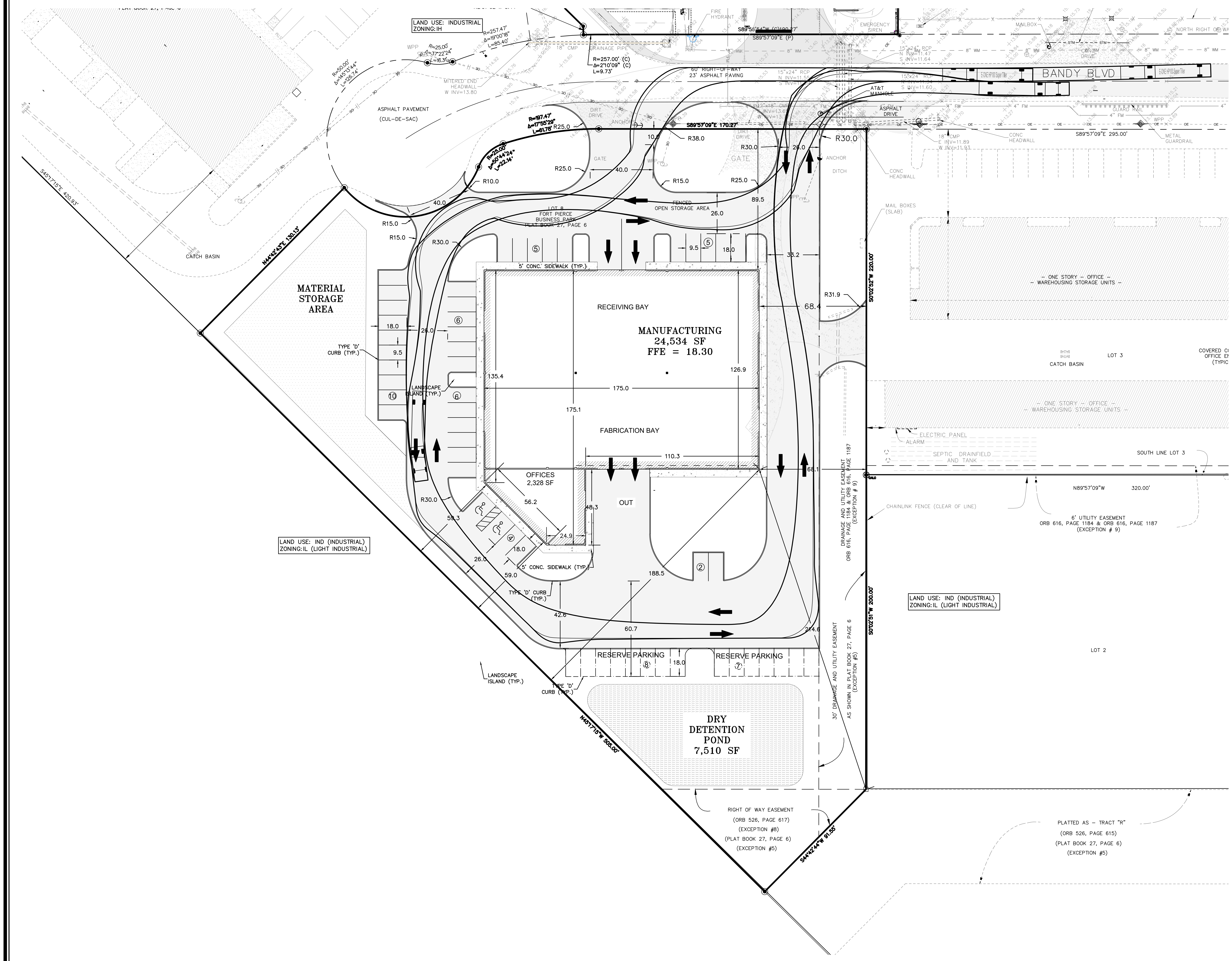
As with the first Red Hawk project, the Red hawk rebar II project will also be a metal fabrication facility/use that will receive raw rebar materials, then reshape and fabricate them into specific fixtures and features to be used for site and building and construction purposes throughout the region.

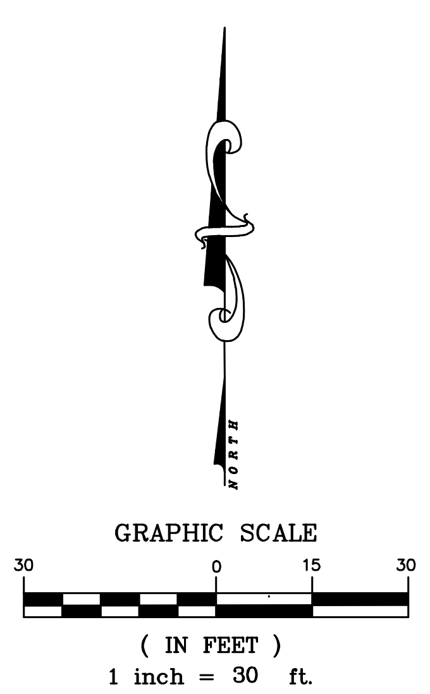
As with Red Hawk Rebar I, raw material delivery will be ls to the site will via truck. There is no rail service to this proposed site. This facility will not produce the 'raw 'rebar used the fabrication process. There are no foundry operations at this location. All we are doing here is reshaping the raw metal into client requested shapes, and then that fabricated material will be shipped to the client's site of choice, via truck or by the future rail connection.```

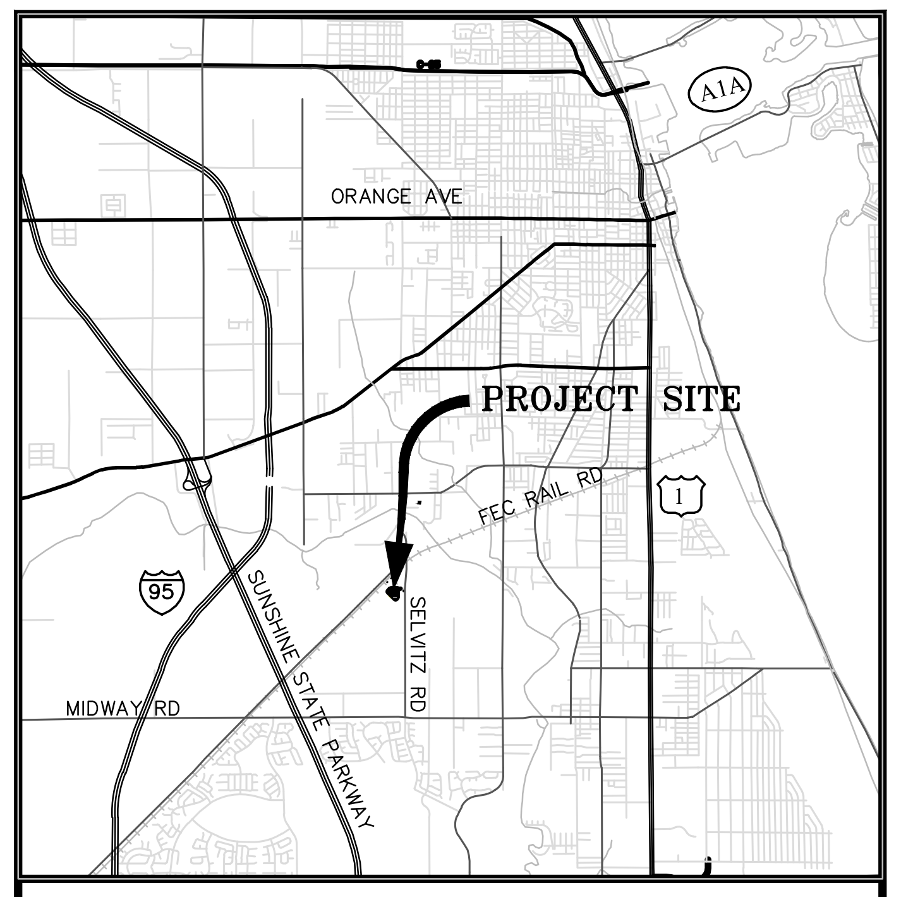
The proposed buildings will be similar to that of the Red Hawk I building site. In general business operations will be that the raw material is brought into one side of the new building on flatbed trucks. The raw product material is off-loaded and then put into the manufacturing/fabrication process. This fabrication process is principally a cold metal bending process. There are no foundry or hot metal operations in this facility. Once the finished product is ready for shipping, it is loaded back onto the trucks and shipped out to the end user.

Attached to this submission are architectural elevations of the proposed building, along with floor plans of the business operations. While the buildings will be just over 30 feet in height, this is essentially a one (1) story building. The taller ceiling height allows for overhead materials movements. On the 2nd floor is a a small area of offices that support the fabrication operations taking place here.

March 2025


LAND USE: INDUSTRIAL
ZONING: IH
BANDY BLVD
60' RIGHT-OF-WAY
23' ASPHALT PAVING
S89°57'09"E (P)
S89°57'09"E 170.27'
S89°57'09"E 295.00'
ASPHALT PAVEMENT (CUL-DE-SAC)
FIRE HYDRANT
EMERGENCY SIREN
MAILBOX
NORTH RIGHT OF WAY
AT&T MANHOLE
ASPHALT DRIVE
DIRT DRIVE
GATE
METAL GUARDRAIL
CONC HEADWALL
ANCHOR
DITCH
MAIL BOXES (SLAB)
FENCED OPEN STORAGE AREA
LOT 8 FORT PIERCE BUSINESS PARK PLAT BOOK 27, PAGE 6
MATERIAL STORAGE AREA
N44°47'43"E 130.13'
S45°17'15"E 420.93'
CATCH BASIN
TYPE 'D' CURB (TYP.)
LANDSCAPE ISLAND (TYP.)
5' CONC. SIDEWALK (TYP.)
RECEIVING BAY
MANUFACTURING
24,534 SF
FFE = 18.30
FABRICATION BAY
OFFICES
2,328 SF
OUT
175.0
175.1
135.4
126.9
110.3
68.4
68.1
89.5
33.2
56.2
48.3
24.9
59.3
59.0
188.5
60.7
42.6
214.6
R30.0
R25.0
R15.0
R10.0
R38.0
R31.9
LAND USE: IND (INDUSTRIAL)
ZONING: IL (LIGHT INDUSTRIAL)
RESERVE PARKING
DRY DETENTION POND
7,510 SF
N45°17'15"W 505.00'
S44°42'44"W 91.55'
S00°02'52"W 220.00'
S00°02'51"W 200.00'
N89°57'09"W 320.00'
RIGHT OF WAY EASEMENT
(ORB 526, PAGE 617)
(EXCEPTION #8)
(PLAT BOOK 27, PAGE 6)
(EXCEPTION #5)
30' DRAINAGE AND UTILITY EASEMENT AS SHOWN IN PLAT BOOK 27, PAGE 6 (EXCEPTION #5)
DRAINAGE AND UTILITY EASEMENT ORB 616, PAGE 1184 & ORB 616, PAGE 1187 (EXCEPTION #9)
CHAINLINK FENCE (CLEAR OF LINE)
6' UTILITY EASEMENT
ORB 616, PAGE 1184 & ORB 616, PAGE 1187
(EXCEPTION #9)
ONE STORY – OFFICE – WAREHOUSING STORAGE UNITS
CATCH BASIN
LOT 3
COVERED CONC OFFICE ENTRY (TYPICAL)
ELECTRIC PANEL
ALARM
SEPTIC DRAINFIELD AND TANK
SOUTH LINE LOT 3
LAND USE: IND (INDUSTRIAL)
ZONING: IL (LIGHT INDUSTRIAL)
LOT 2
PLATTED AS – TRACT "R"
(ORB 526, PAGE 615)
(PLAT BOOK 27, PAGE 6)
(EXCEPTION #5)


GRAPHIC SCALE
30
0
15
30
(IN FEET)
1 inch = 30 ft.


A1A
ORANGE AVE
PROJECT SITE
FEC RAIL RD
1
95
MIDWAY RD
SELVITZ RD
SUNRISE STATE PARKWAY

LOCATION MAP

SITE DATA TABLE

Owner/Applicant:
Red Hawk Rebar Holdings LLC
2347, Biscayne Blvd
Unit R4-U
Miami, FL 33147
Phone: 786-879-0311

Architect:
David Trautman
Trautman Architecture
(305) 669-5160 :Work
(305) 898-9098 :Mobile
david@ballitrautman.com

Engineer / Surveyor:
Culpepper & Terpening, Inc.
2980 South 25th. Street
Fort Pierce, FL 34981
Phone: 772-464-3537
Fax: 772-464-9497
www.ct-eng.com

Environmental Services
TBD

Landscape Architect:
Jeffrey W. Smith
Conceptual Design Group, Inc.
900 East Ocean Boulevard, Suite 13
Stuart, Flordia 34994
(561) 371-1644 :Mobile
jscdginc@bellsouth.net

1.) **Project Name:**
Red Hawk Rebar Manufacturing Plant

2.) **Location:**
The project site is located at 4201 Bandy Boulevard, Ft. Pierce, Florida

3.) **Project Description:**
25,069 sq feet of Rebar Manufacturing / Storage & Distribution Facility

4.) **Sec/Town/Range:**
Section 31, Township 35 South, Range 40 East

5.) **Tax Map ID:**
24/31N

6.) **Parcel ID Numbers:**
2431-505-0010-000-3

7.) **Gross Site Area:**

2.92	acres		127,195	sq feet
2.92	acres	land above MHW	127,195	sq feet
0	acres	land below MHW	-	sq feet

8.) **Zoning:**
IL Light Industrial 2.92 acres

9.) **Land Use:**
IND Industrial 2.92 acres

10.) **Site Density/Intensity:**
N/A

11.) **Development Schedule:**
Start: Spring 2025
Complete: Spring 2026

12.) **Flood Zone:**
The project site is located in Flood Zone X (Area With Reduced Flood Risk), according to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map Number 12111C0169J, February 16, 2012.

13.) **Site Coverage[1]:**

	acreage	sq feet	% of site	FAR[3]
Buildings (all types)	0.56	24,534	19.3	0.231
Roadways/Parking	1.05	45,901	36.1	N/A
Conc. Paving	0.07	2,984	2.3	N/A
Total Impervious	1.69	73,419	57.7	
Material Storage Area	0.21	9,017	7.1	
Open Space/ Landscape/ Future Dev.	0.86	37,249	29.3	N/A
Retention (dry)	0.17	7,510	5.9	N/A
Total Site Area	2.92	127,195	100	

Notes:
1.) All areas are approximate and subject to change as part of final construction plans.
2.) Existing Site Facilities (2023) represent existing site conditions & Proposed Site Addition represents site area approved (but not yet constructed) per Colonial Engineering Site Plan Minor Corrections.
3.) FAR coverage based on total bldg sq ft/ gross lot area.

14.) **Parking: Expansion Area**

Area			Total Required	Spaces Provided	Typical/ADA
Manufacturing	24,534 SF	(1.18/1000)	29	38 (Plus 15 Future Reserve Parking)	2

15.) **Building Hgt.:**
Maximum Building Hgt. 80' Proposed Building Hgt. (max) 35'-6"

16.) **Building Setbacks/Spacing (Min. Industrial):**

	Required	Provided
Front (as measured from Post Office Road)	50.0 ft	89.5 ft
South side	30.0 ft	59.3
West Side	30.0 ft	68.1
Rear (as measured from west property line)	40.0 ft	214 ft

17.) **Utility Service:**

Water Service (Utility)	FPUA	Electric Service	FPL
Sewage Service (Utility)	FPUA	Telcom Service (backbone)	ATT
Re-Use Water (Utility)	N/A	Cable Service (primary)	Comcast

All utility services will be placed underground.

18.) **Refuse Collection:**
Soild waste collectors will be through the use of on-site trash compactors and approved St. Lucie County Commercial Waste Haulers.

19.) **Site Lighting:**
Site lighting in the parking and trailer access areas will be provided through a combination of wall mounted fixtures on the side of the building and the placement of several independent poles in the parking lot areas.

20.) **Site Drainage (preliminary):**
The stormwater management system will consist of sheet flow to detention pond via swale with out fall to N.S.L.R.W.C.D. Canal No. 102

21.) **Traffic Statement:**
Trip Generation based upon Institute of Transportation Engineers (ITE) Code 140 (11th Edition
Weekly Average Daily Trips: 296
Entry: 148

22.) **Environment Statement:**
The project is prepared lot known as Lot 10 within the Fort Pierce Business Park.

COMPUTER FILE REF.	FIELD BK./PG.

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS AUTHORIZATION NO. 4286

– R E V I S I O N S –	BY	DATE

	BY	DATE
DESIGNED	####	####
CALCS.	####	2/6/25
DRAWN	AW	2/6/25
DETAILED	AW	TBD3
CHECKED	####	TBD2
APPROVED	####	TBD1

REDHAWK II REBAR FACILITY

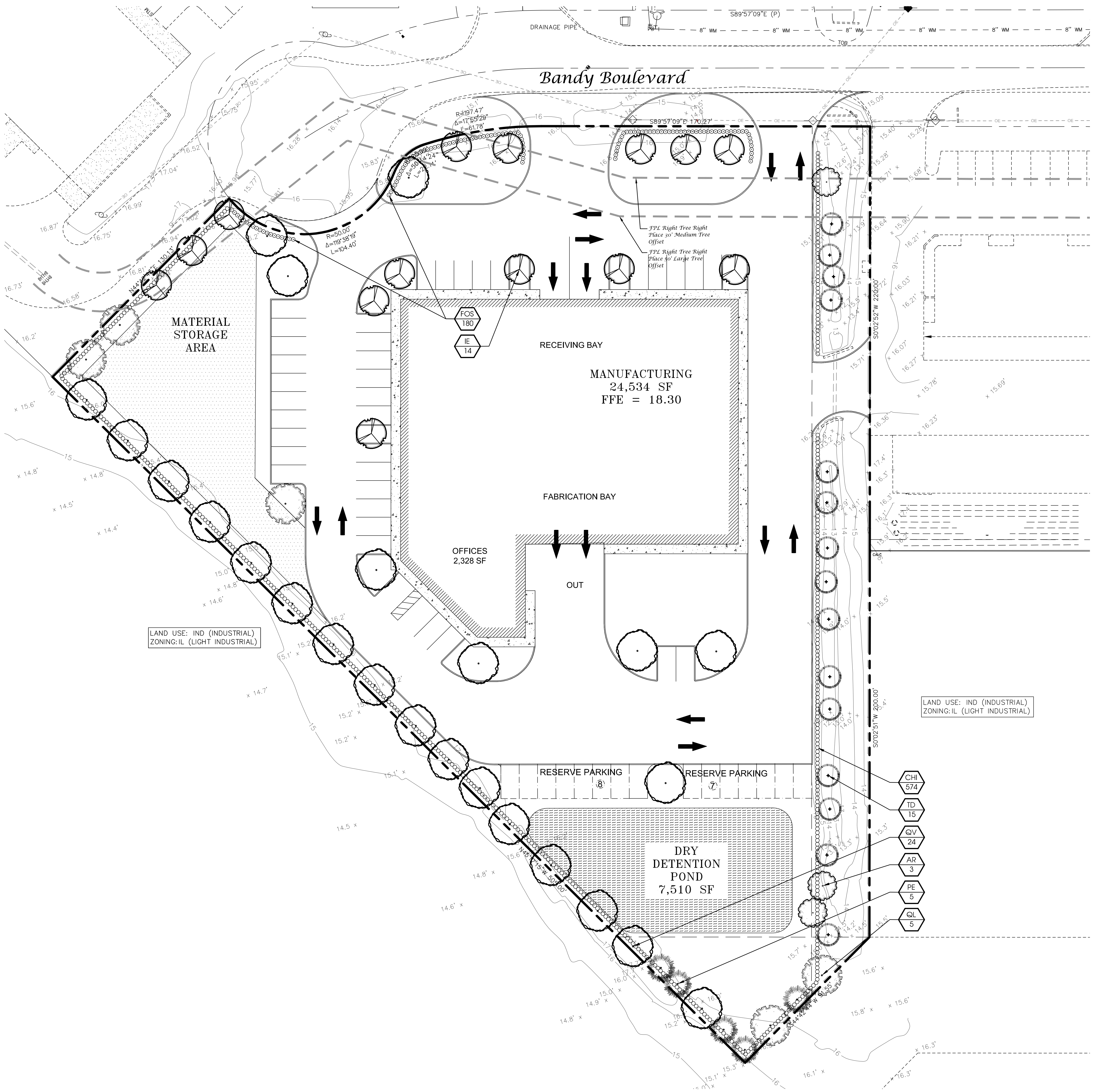
SITE PLAN

DATE: 2/6/25
HORIZ. SCALE: 1"=30'
VERT. SCALE: 1"=30'
JOB No. 24-041.001
SHEET 1 of 1

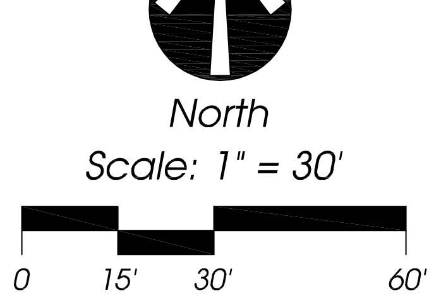
Site Plan Submission

Design Narrative

Refer to overall project narrative


Bandy Boulevard
DRAINAGE PIPE
8" WM
S89°57'09"E (P)
S89°57'09"E 170.27'
R=197.47'
Δ=17°55'29"
L=61.78'
R=50.00'
Δ=119°38'19"
L=104.40'
FPL Right Tree Right Place 30' Medium Tree Offset
FPL Right Tree Right Place 50' Large Tree Offset
FOS 180
IE 14
MATERIAL STORAGE AREA
RECEIVING BAY
MANUFACTURING
24,534 SF
FFE = 18.30
FABRICATION BAY
OFFICES
2,328 SF
OUT
RESERVE PARKING
8
RESERVE PARKING
7
DRY DETENTION POND
7,510 SF
S0°02'52"W 220.00'
S0°02'51"W 200.00'
LAND USE: IND (INDUSTRIAL)
ZONING: IL (LIGHT INDUSTRIAL)
LAND USE: IND (INDUSTRIAL)
ZONING: IL (LIGHT INDUSTRIAL)
CHI 574
TD 15
QV 24
AR 3
PE 5
QL 5

Landscape Plan


North
Scale: 1" = 30'
0
15'
30'
60'

Conceptual Design Group, Inc.

Landscape Architecture - Site Planning

900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340
LA: 0001635

Redhawk Rebar Facility

4201 Bandy Boulevard
Fort Pierce, St. Lucie County, Florida

County Project Number:

Jeffrey W. Smith, RLA
Florida Registration Number:
LA 0001635

Job No. 23-1103
Drawn By JWS
Submittal Dates 3-6-2025

Revision Dates

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Sheet L-1 of 2

Landscape Specifications

1. All tree and plant material to be Florida No. 1 or better, as classified in "Grades and Standards for Nursery Plants", Part 1 and Part II, State of Florida, Dept. of Agriculture, Tallahassee. All plants not listed in "Grades and Standards for Nursery Plants" shall conform to a Florida No. 1 as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species.
2. Undersizing or substitution of one species or cultivar for another species is a breach of contract and will be "Rejected" at the time of final landscape inspection unless approved by Landscape Architect.
3. Project Warranty: All plant material shall be warranted for a period of one (1) year after date of substantial completion against defects, including death and unsatisfactory growth, except for defects resulting from abuse or damage by others or unusual phenomena or incidents which are beyond the contractor's control.
4. Any and all conditions which the contractor feels will be detrimental to the success of the planting shall be brought to the owner or representative's attention.
5. The contractor shall verify the location of underground utilities prior to commencing work on any project area.
6. Mulch planting areas with 3" layer of Melaleuca, Eucalyptus, or Enviromulch. Cypress Mulch is NOT ACCEPTABLE. Planting beds to receive mulch throughout entire bed area.
7. All plants to be set to ultimate grade. No filling will be permitted around trunks or stems. Mulch to be kept a minimum of 2" away from trunks and stems.
8. Planting trees and shrubs: Excavate hole per planting detail. When plant is set, place additional backfill consisting of a 50% mixture of Peat humus and natural soil around the base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Water again after placing final layer of backfill and before installing mulch.
9. Guy and stake trees in 3 directions with galvanized wire, through flexible hose chafing guards, with wooden stake anchors immediately after planting. (See Detail)
10. Trees and shrubs shall be fertilized with a complete natural organic fertilizer with a ratio of approximately 3:0:2 or 3:0:3 (e.g. one labeled 12-0-8). Similar analysis such as 16-0-8 (4:0:2) can also be used. Fertilizers that are slow release, controlled release, sulphur coated or with nitrogen as IBDU or ureaformaldehyde have extended release period. Thirty to fifty percent of the nitrogen should be water insoluble or slow release.

Palms should receive a complete granular fertilizer formulated for palms ("Palm Special") at a rate of 5 to 8 lbs. per palm.

Agriform 20-0-5 twenty-one gram planting tablets may be substituted for granular fertilizer. If utilized, the following rates shall be utilized: Position plant in hole. Backfill halfway up the rootball. Place tablet(s) beside rootball about 1" from root tips. Do not place tablet(s) in bottom of hole.

1 Gallon	1 Tablet
3 Gallon	2 Tablets
25 Gallon & B&B Trees	2 per 1" caliper

11. All planting and sod areas (Except Bahia Sod) to be irrigated to provide 100% coverage with an automatic irrigation system. Shop drawings to be submitted by the irrigation contractor for approval prior to installation.
12. Maintain trees, shrubs, and other plants by watering, cultivating, and weeding as required for healthy growth. Restore planting saucers and mulch. Tighten and repair stake and guying and reset trees and shrubs to proper grade or vertical position as required. Spray as necessary to keep trees and shrubs free of insects and disease. The contractor shall begin maintenance immediately after planting and shall continue maintenance through final acceptance when Certificate of Occupancy is issued to the General Contractor by County and project is released by the General Contractor to Client.
13. Prune trees and shrubs only to remove damaged branches as directed by the Landscape Architect.
14. Planting Lawns: Provide clean, strongly rooted, uniformly sized strips of Stenotaphrom secundatus Floritam (unless otherwise noted), machine stripped not more than 24 hours prior to laying. Grade and roll prepared lawn surface. Water thoroughly but not to create muddy soil conditions. Lay sod strips with tight joints, roll or tamp lightly, and water thoroughly.
15. Maintain positive drainage, no planting is to block drainage.
16. Drainage Testing
    Prior to planting of trees, palms, and specimen material, each planting pit shall be tested in the following manner to verify adequate drainage.
    A) Dig each planting pit to the minimum specified size.
    B) Fill the planting pit with (12") twelve inches of water. If the water level in the planting pit drops (4") four or more inches within (4) four hours, the drainage is sufficient and a drainage channel is not required. If the water level drops less than (4") four inches within the (4) four hour period, then a drainage channel is required.
    C) When a drainage channel is required, the drainage channel must extend down through the non porous soil and into porous soil. (See Drainage Testing Detail)
    D) Discard all material removed from the drainage channel.
    E) When backfilling the planting pit, add course gravel to the drainage channel. Also, care must be taken to keep the consistency of the soil mix the same throughout the planting pit.

NOTES:
1. Contractor to include drainage testing for all trees and palms in bid. If drainage is inadequate, the soil specification in item #8 above shall be revised for site conditions. Contractor shall notify the Owner and Landscape Architect of poor drainage conditions in writing and written direction will be provided to the contractor of appropriate soil mixture specification to be used.
2. All fertilizers shall meet the St. Lucie County fertilizer ordinance.

Landscape Data

7.09.04.A.1 - Perimeter Landscaping Adjacent to Bandy Boulevard Right-of-way (North Buffer)
Total Length = 359'
✳ *Trees*
Required - (1 Tree/30 l.f.)- 359 l.f./30 = 12 Trees
Provided - 12 Trees

Shrubs
Required - Continuous Hedge 2' O.C. = 180 Shrubs
Provided - 180 Shrubs

7.09.04.B - Perimeter Landscaping Abutting Adjacent Property (Southwest Buffer)
Total Length = 505'
Trees
Required - (1 Tree/30 l.f.)- 505 l.f./30 = 17 Trees
Provided - 17 Trees

Shrubs
Required - Continuous Hedge 2' O.C. = 253 Shrubs
Provided - 253 Shrubs

7.09.04.B - Perimeter Landscaping Abutting Adjacent Property (Northwest Buffer)
Total Length = 130'
✳ *Trees*
Required - (1 Tree/30 l.f.)- 130 l.f./30 = 5 Trees
Provided - 5 Trees

Shrubs
Required - Continuous Hedge 2' O.C. = 65 Shrubs
Provided - 65 Shrubs

7.09.04.B - Perimeter Landscaping Abutting Adjacent Property (East Buffer)
Total Length = 512'
✳ *Trees*
Required - (1 Tree/30 l.f.)- 512 l.f./30 = 17 Trees
Provided - 17 Trees

Shrubs
Required - Continuous Hedge 2' O.C. = 256 Shrubs
Provided - 256 Shrubs

7.09.04.C.3 - Terminal & Interior Island Trees
Trees
Required - 12
Provided - 12

7.09.03.E.2.h - Required Tree Species Mix
Trees
Required - 41+ = 5 Species Mix
Provided - 6 Tree Species

7.09.04.C - Interior Vehicular Use Area
I.V.U.A. = 45,901 s.f.
45,901 s.f. / 18 s.f. = 2,550 s.f. / 180 s.f. = 14 Trees
Trees
Required - 14 / 2,550 s.f.
Provided - 14 / 2,750 s.f.

Total Trees Required
Required - 65
Provided - 65

Total Shrubs Required
Required - 754
Provided - 754

Note:
100% of proposed plantings are native.

✳ *7.09.03.E.2.l - Planting Under Utility Lines*
Note: Small trees are being utilized to meet code section 7.09.03.E.2.l.

No tree shall be planted where it could, at mature height, conflict with overhead power lines. Larger trees (trees with a mature height of thirty (30) feet or more) shall be planted no closer than a horizontal distance of thirty (30) feet from the nearest overhead power line. Medium trees (trees with a mature height between twenty (20)—thirty (30) feet) shall be off-set at least twenty (20) feet horizontally from the nearest overhead power line. Small trees (trees with a mature height of less than twenty (20) feet) shall not be required to meet a minimum off-set, except that no tree, regardless of size shall be planted within five (5) feet of any existing or proposed utility pole, guy wire, pad mounted electrical transformer or other utility transmission/ collection structure or equipment.

Plant List

QTY	SYM	SPECIES	COMMON NAME/DESCRIPTION	SIZE	SPACING	REMARKS	DROUGHT TOLERANCE
CANOPY / ORNAMENTAL TREES							
3	AR*	ACER RUBRUM	RED MAPLE	12' x 5', 2.5" D.B.H.	A.S.	FULL CANOPY, 5' C.T. MIN.	HIGH
14	IE*	ILEX x ATTENUATA 'EAGLESTON'	EAGLESTON HOLLY	12' x 5', 2.5" D.B.H.	A.S.	FULL CANOPY, 5' C.T. MIN.	HIGH
5	PE*	PINUS ELLIOTTI DENSA	SOUTH FLORIDA SLASH PINE	12' x 5', 2.5" D.B.H.	A.S.	FULL CANOPY, 5' C.T. MIN.	HIGH
5	QL*	QUERCUS LAURIFOLIA	LAUREL OAK	12' x 5', 2.5" D.B.H.	A.S.	FULL CANOPY, 5' C.T. MIN.	HIGH
24	QV*	QUERCUS VIRGINIANA	LIVE OAK	12' x 5', 2.5" D.B.H.	A.S.	FULL CANOPY, 5' C.T. MIN.	HIGH
15	TD*	TAXODIUM DISTICHUM	BALD CYPRESS	12' x 5', 2.5" D.B.H.	A.S.	FULL CANOPY, 5' C.T. MIN.	HIGH
SHRUBS / GROUNDCOVERS / VINES / SOD							
574	CHI*	CHRYSOBALANUS ICACO	COCOPLUM	4' x 2'	2' O.C.	FULL & THICK	HIGH
180	FOS*	FORESTIERA SEGREGATA	FLORIDA PRIVET	2' x 2'	2' O.C.	FULL & THICK	HIGH
	SOD-1	PASPALUM NOTATUM	BAHIA SOD			SEE SPECS	HIGH
		* = Florida Native					

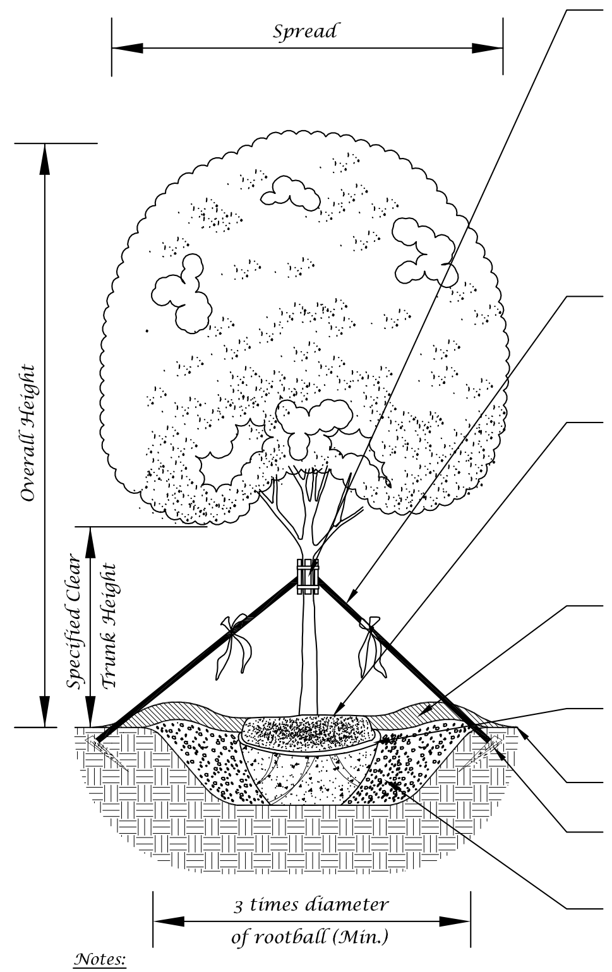
NOTES: 1. D.B.H. IS MEASURED 4.5' ABOVE GRADE

2. ALL AREAS NOT MULCHED FOR INDIVIDUAL PLANT MATERIALS AND PLANTING BEDS SHALL BE SODDED. NO EXPOSED SOIL AREAS SHALL REMAIN ON SITE. THIS INCLUDES ALL OPEN AREAS, LAKE BANKS, DRY RETENTION AREAS, DRY DETENTION AREAS, AND ANY OTHER AREAS NOT COVERED BY IMPERVIOUS MATERIALS OR PLANTING MATERIALS.

General Notes

1. No plant substitutions can be made without St. Lucie County's approval.
2. All required landscape improvements must be inspected and approved by St. Lucie County prior to the issuance of a Certificate of Occupancy.
3. Any existing landscaping, sod, or irrigation damaged or destroyed during the construction shall be replaced prior to the final inspection.
4. All prohibited, exotic and invasive species shall be removed from the entire site prior to issuance of certificate of occupancy.
5. Planting adjacent to fire hydrants is to have a minimum clear radius of 7.5' as required by the NFPA Uniform Fire Code Florida Edition 18.3.4.1 Hydrants. All fire hydrants and fire check valves shall have a minimum of 7.5' from the front and sides with 4' from the rear to all landscape material per the Florida Fire Prevention Code.

Landscape Details


Spread
Overall Height
Specified Clear Trunk Height
3 times diameter of rootball (Min.)

(5) 2" x 4" x 18" wood battens to be evenly spaced around trunk of tree. A minimum of (5) five wraps of burlap are to be placed under the battens to prevent marring or damage to the trunk. The height of the battens shall be located in relation to the height of the tree for adequate bracing. No batten is to be nailed to the tree. Battens are to be banded with a minimum of (2) two 3/4" high carbon steel bands.

Minimum of (3) three 4" x 4" wood braces evenly spaced around tree to be toe nailed to wood battens. Attach florescent safety flags a min. of 12" in length to each wood brace.

Planting depth shall be 10% less than the height of the root ball from the Flair Root. Diameter of hole to be three times the size of root ball minimum. Plant top of root ball at 2" minimum above the finished grade elevation.

Form a mulch berm with 3" minimum depth and no more than 4" high. Mulch to edge of rootball, but leave top of rootball exposed.

Remove burlap or steel cage from top 1/3 of root ball (If applicable).

Finished Grade

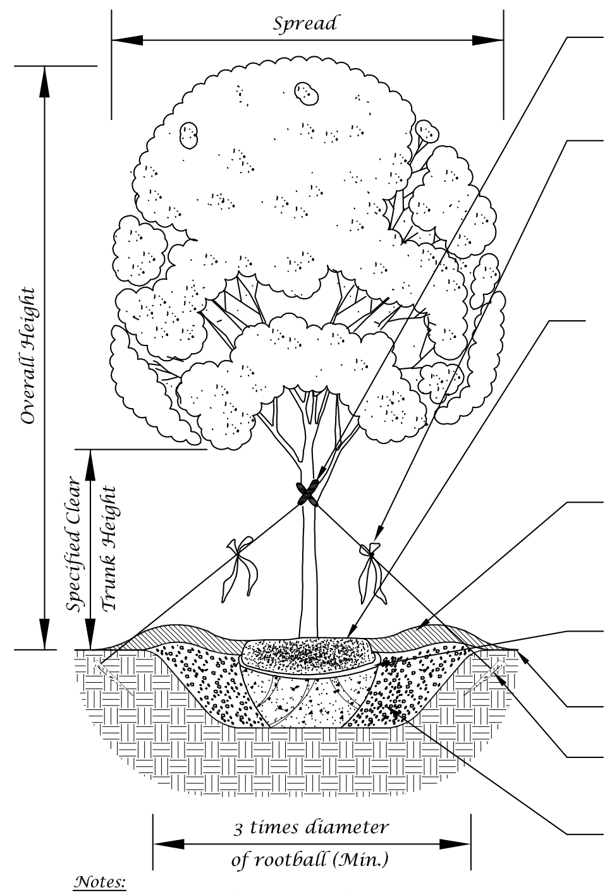
Drive 2" x 4" x 24" wood stake a min. of 3" below grade.

Backfill around root ball according to specifications. Water and tamp to remove air pockets.

Notes:
1. All pruning shall be completed at the direction of the Landscape Architect.
2. No nails shall be driven into tree

Large Tree Planting Detail (5" Caliper or Greater)

Not to Scale


Spread
Overall Height
Specified Clear Trunk Height
3 times diameter of rootball (Min.)

Place 1/2" diameter black rubber hose on all guy wires at all points of contact with tree.

Place 3 galvanized steel double strand #12 gauge twisted guy wires with one galvanized turnbuckle per guy wire spaced at equal distance around tree. Attach florescent safety flags a min. of 12" in length to each guy wire.

Planting depth shall be 10% less than the height of the root ball from the Flair Root. Diameter of hole to be three times the size of root ball minimum. Plant top of root ball at 2" minimum above the finished grade elevation.

Form a mulch berm with 3" minimum depth and no more than 4" high. Mulch to edge of rootball, but leave top of rootball exposed.

Remove burlap or steel cage from top 1/3 of root ball (If applicable).

Finished Grade

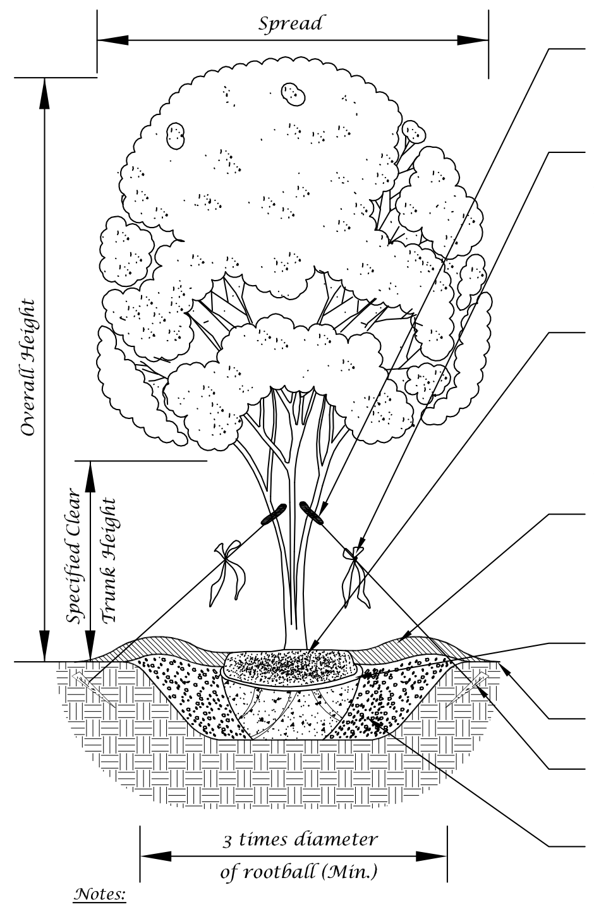
Drive 2" x 4" x 24" wood stake a min. of 3" below grade.

Backfill around root ball according to specifications. Water and tamp to remove air pockets.

Notes:
1. All pruning shall be completed at the direction of the Landscape Architect.
2. No nails shall be driven into tree

Tree Planting Detail

Not to Scale


Spread
Overall Height
Specified Clear Trunk Height
3 times diameter of rootball (Min.)

Place 1/2" diameter black rubber hose on all guy wires at all points of contact with tree.

Place 3 galvanized steel double strand #12 gauge twisted guy wires with one galvanized turnbuckle per guy wire spaced at equal distance around tree. Attach florescent safety flags a min. of 12" in length to each guy wire.

Planting depth shall be 10% less than the height of the root ball from the Flair Root. Diameter of hole to be three times the size of root ball minimum. Plant top of root ball at 2" minimum above the finished grade elevation.

Form a mulch berm with 3" minimum depth and no more than 4" high. Mulch to edge of rootball, but leave top of rootball exposed.

Remove burlap or steel cage from top 1/3 of root ball (If applicable).

Finished Grade

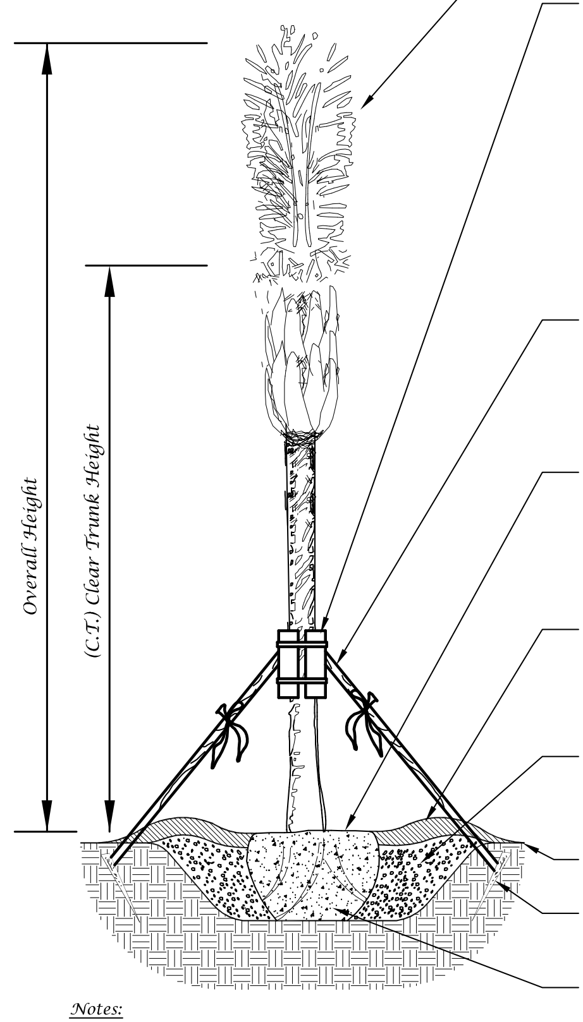
Drive 2" x 4" x 24" wood stake a min. of 3" below grade.

Backfill around root ball according to specifications. Water and tamp to remove air pockets.

Notes:
1. All pruning shall be completed at the direction of the Landscape Architect.
2. No nails shall be driven into tree

Multi-Trunk Tree Planting Detail

Not to Scale



Prune & tie all fronds together with degradable twine. There is to be a minimum of 6-8 fronds (unless noted below).

(5) 2" x 4" x 18" wood battens to be evenly spaced around trunk of palm. A minimum of (5) five wraps of burlap are to be placed under the battens to prevent marring or damage to the trunk. The height of the battens shall be located in relation to the height of the palm for adequate bracing. No batten is to be nailed to the palm. Battens are to be banded with a minimum of (2) two 3/4" high carbon steel bands.

Minimum of (3) three 4" x 4" wood braces evenly spaced around palm to be toe nailed to wood battens. Attach florescent safety flags a minimum of 12" in length to each brace

Planting depth shall be 10% less than the height of the root ball. Diameter of hole to be two times the size of root ball minimum. Plant top of root ball at 2" minimum above the finished grade elevation.

Form a mulch berm with 3" minimum depth and no more than 4" high. Mulch to edge of rootball, but leave top of rootball exposed.

Backfill around root ball according to specifications. Water and tamp to remove air pockets.

Finished Grade

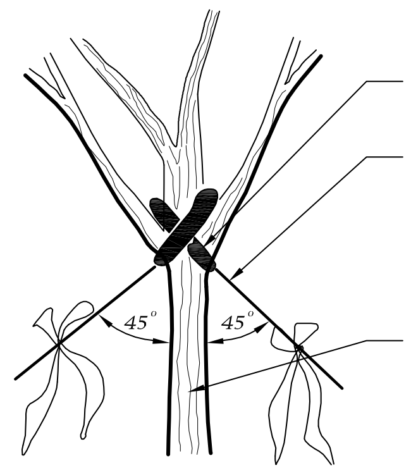
2" x 4" x 24" wood stake to be 2" below grade.

Size of rootball will be in proportion to type and size of palm, in accordance with Florida Grades and Standards for Nursery Plants Part I & II Latest Edition.

Notes:
1. Hurricane cut Sabal Palms are acceptable.
2. All Washingtonia and Sabal Palms to be booted unless otherwise noted in plant list.
3. Palms with burned or marred trunks will not be accepted.

Palm Planting Detail

Not to Scale



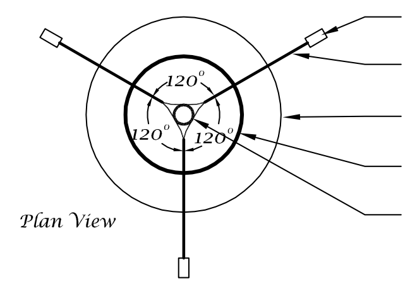
Place 1/2" diameter black rubber hose on all guy wires at all points of contact with tree.

Place 3 galvanized steel double strand #12 gauge twisted guy wires with one galvanized turnbuckle per guy wire spaced at equal distance around tree above the first lateral branch. Attach florescent safety flags a min. of 12" in length to each guy wire.

Tree Trunk

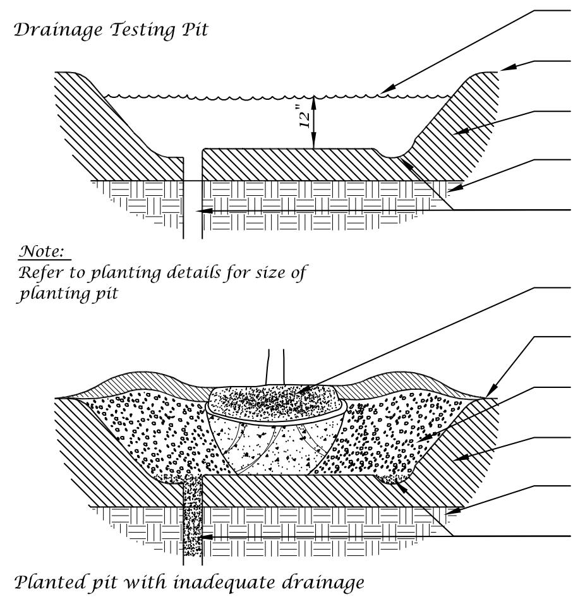
Guy Wire Attachment Detail

Not to Scale



Staking Detail

Not to Scale

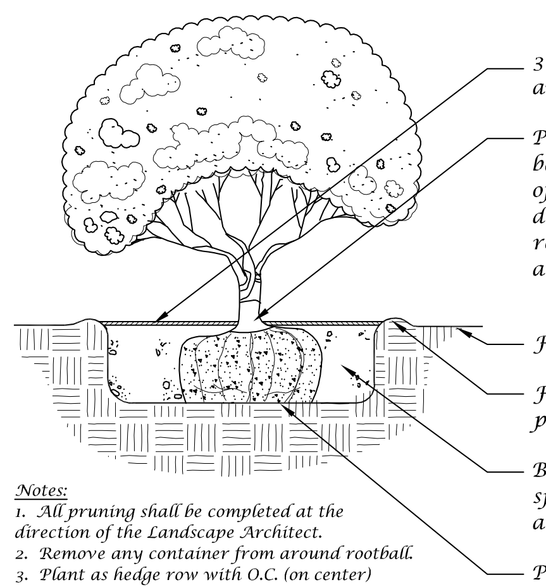


6" diameter drainage channel filled with course gravel. Discard material removed from drainage channel.

Note:
Refer to planting details for size of planting pit

Drainage Testing Detail

Not to Scale



3" minimum depth of mulch. Keep mulch away from base of stem (See specifications)

Planting depth shall equal depth of root ball. Diameter of hole to be twice the size of root ball. For root balls larger than 2' in diameter, the hole should be 2' wider than root ball on all sides. Plant top of root ball at same elevation as finished grade.

Finished Grade

Form 3" continuous earthen rim around planting hole.

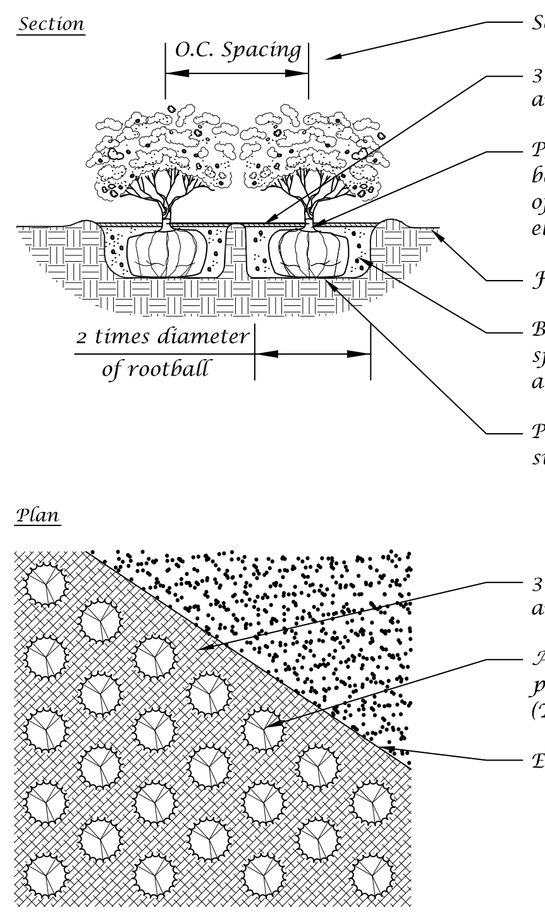
Backfill around root ball according to specifications. Water and tamp to remove air pockets.

Place root ball at bottom of undisturbed subgrade of planting pit.

Notes:
1. All pruning shall be completed at the direction of the Landscape Architect.
2. Remove any container from around rootball.
3. Plant as hedge row with O.C. (on center) spacing as specified in plant list, or with triangular spacing as a mass.

Shrub Detail

Not to Scale



See Plant List for O.C. (on center) spacing

3" minimum depth of mulch. Keep mulch away from base of stem (See specifications)

Planting depth shall equal depth of root ball. Diameter of hole to be twice the size of root ball. Plant top of root ball at same elevation as finished grade.

Finished Grade

Backfill around root ball according to specifications. Water and tamp to remove air pockets.

Place root ball at bottom of undisturbed subgrade of planting pit.

3" minimum depth of mulch. Keep mulch away from base of stem (See specifications)

Alternate spacing of plants to insure proper coverage of groundcover (Triangulate planting)

Edge of planting bed

Ground Cover Detail

Not to Scale

Landscape Plan

Conceptual Design Group. Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340
LA: 0001635

Redhawk Rebar Facility
4201 Bandy Boulevard
Fort Pierce, St. Lucie County, Florida

County Project Number:

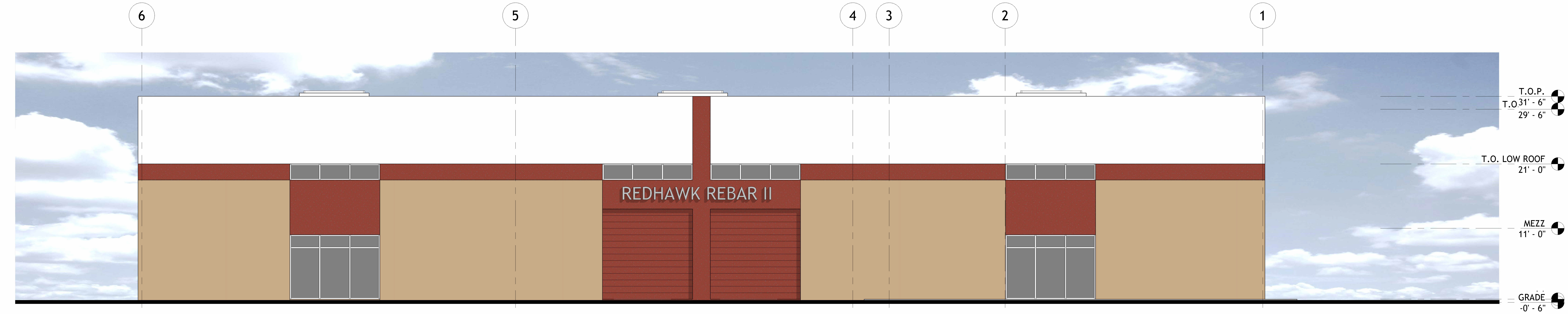
Jeffrey W. Smith, RLA
Florida Registration Number:
LA 0001635

Job No. 23-1103
Drawn By JWS
Submittal Dates 3-6-2025

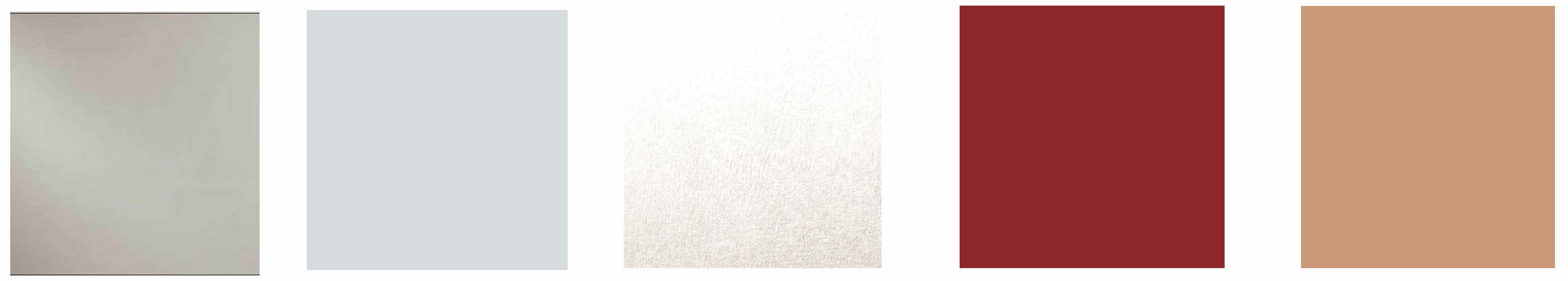
Revision Dates

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Sheet L-2 of 2


6
5
4
3
2
1
REDHAWK REBAR II
T.O.P.
T.O 31' - 6"
29' - 6"
T.O. LOW ROOF
21' - 0"
MEZZ
11' - 0"
GRADE
-0' - 6"

① NORTH ELEVATION
1/8" = 1'-0"



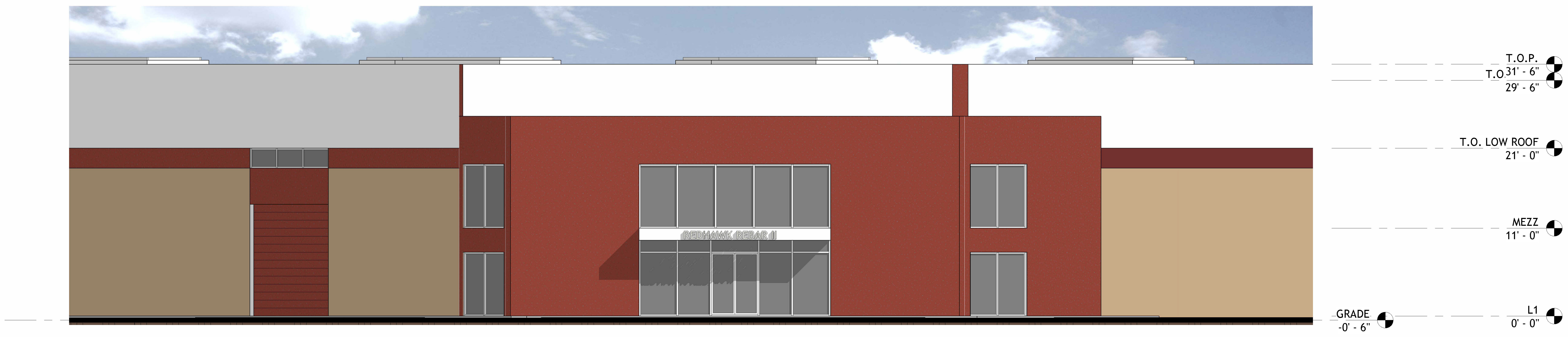
1. GREY GLASS

2. ALUMINUM FRAMES

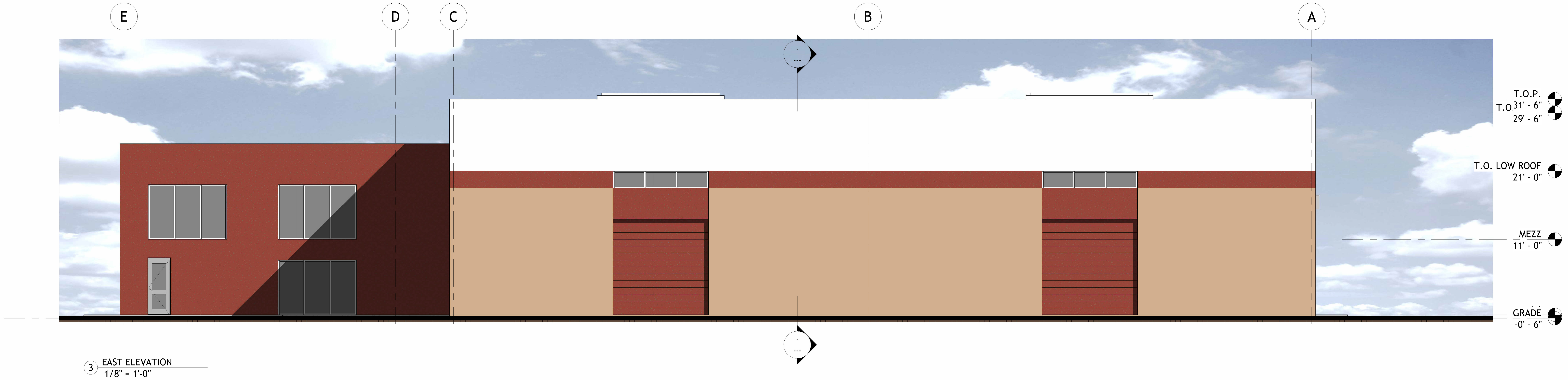
3. STUCCO PAINTED
BM CLOUD WHITE 967

4. STUCCO PAINTED
BM CALIENTE AF-290

5. STUCCO PAINTED
BM ATALIANATE AF-215


REDHAWK REBAR II
T.O.P.
T.O 31' - 6"
29' - 6"
T.O. LOW ROOF
21' - 0"
MEZZ
11' - 0"
GRADE
-0' - 6"
L1
0' - 0"

② SOUTHWEST PARTIAL ELEVATION
1/8" = 1'-0"


E
D
C
B
A
T.O.P.
T.O 31' - 6"
29' - 6"
T.O. LOW ROOF
21' - 0"
MEZZ
11' - 0"
GRADE
-0' - 6"

③ EAST ELEVATION
1/8" = 1'-0"

ARCHITECTURE
GALIA T ARCHITECTURE LLC

DAVID SCOTT TRAUTMAN
AR 15045

6431 SW 62 TERRACE
MIAMI, FLORIDA 33143
GALIA T ARCHITECTURE LLC
305.586-5593
galia@galiatarchitecturellc.com

PROJECT:
RED HAWK REBAR 2
4201 BANDY BOULEVARD,
FT. PIERCE,FL

REVISIONS

NO.	DESC	DATE

DRAWING:

BUILDING ELEVATIONS

DATE	JOB NUMBER	DRAWN BY
		CHECK BY

STAMP/SEAL

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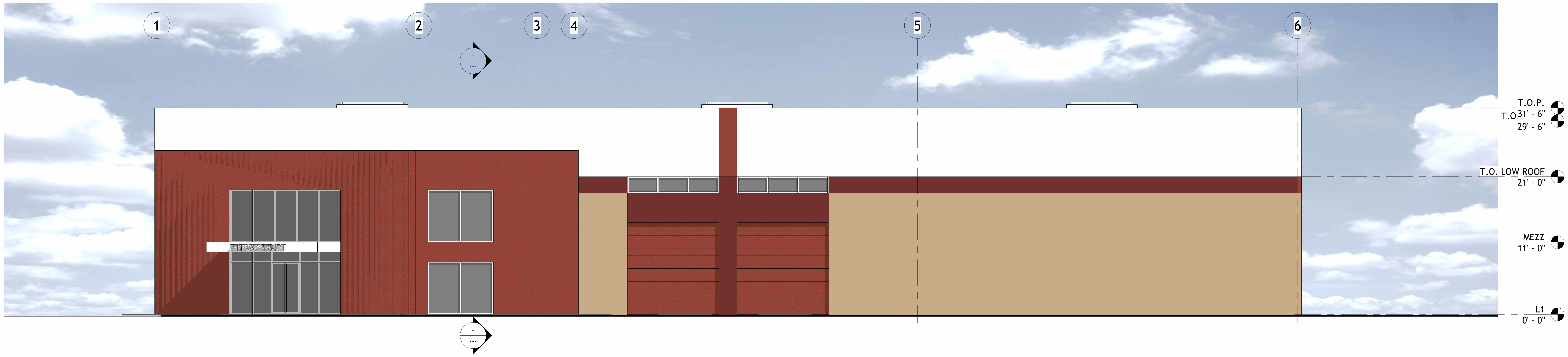
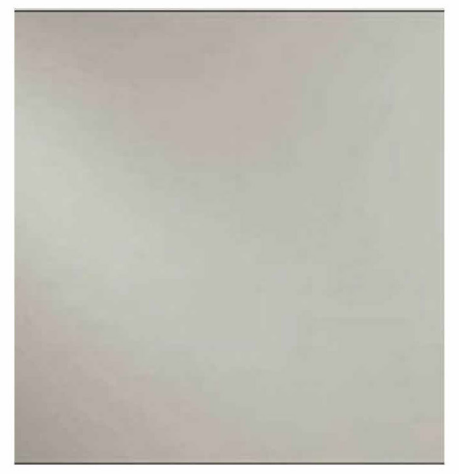
TRAUTMAN
ARCHITECT
AR15045

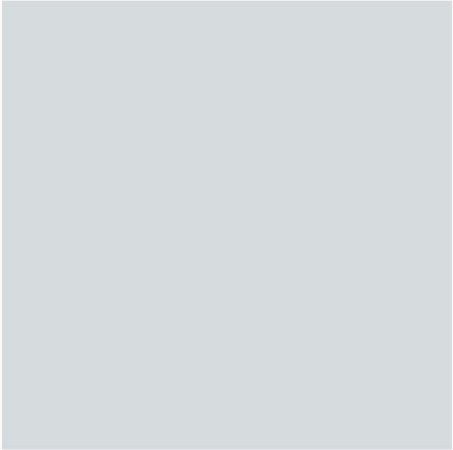
A104


1
2
3
4
5
6
T.O.P.
T.O 31' - 6"
29' - 6"
T.O. LOW ROOF
21' - 0"
MEZZ
11' - 0"
L1
0' - 0"

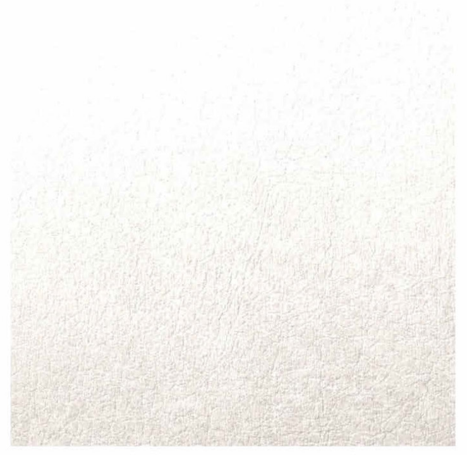
① SOUTH ELEVATION
1/8" = 1'-0"



1. GREY GLASS



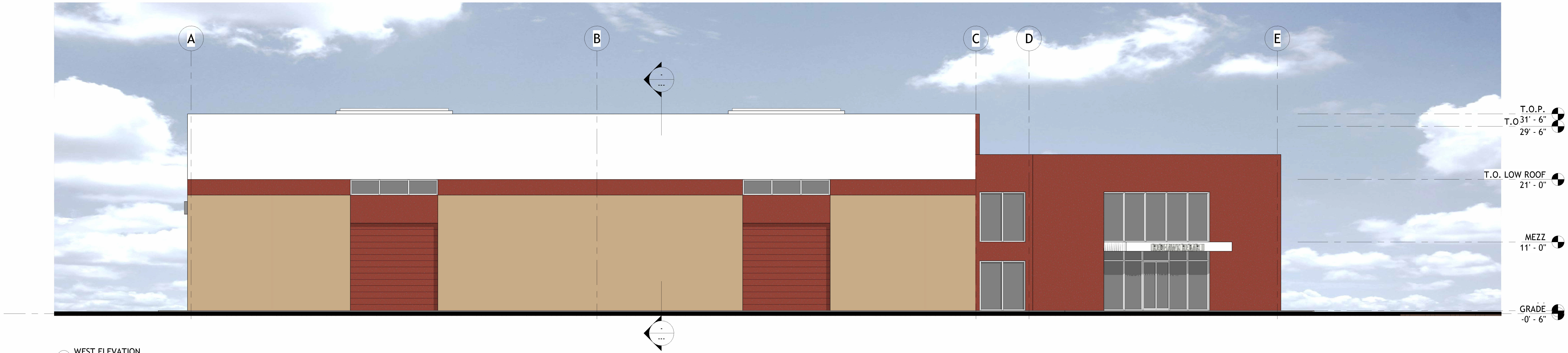
2. ALUMINUM FRAMES



3. STUCCO PAINTED
BM CLOUD WHITE 967

4. STUCCO PAINTED
BM CALIENTE AF-290

5. STUCCO PAINTED
BM ATALIANATE AF-215


A
B
C
D
E
T.O.P.
T.O 31' - 6"
29' - 6"
T.O. LOW ROOF
21' - 0"
MEZZ
11' - 0"
GRADE
-0' - 6"

② WEST ELEVATION
1/8" = 1'-0"

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PROJECT:

RED HAWK REBAR 2

4201 BANDY BOULEVARD,
FT. PIERCE,FL

REVISIONS

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ELEVATIONS

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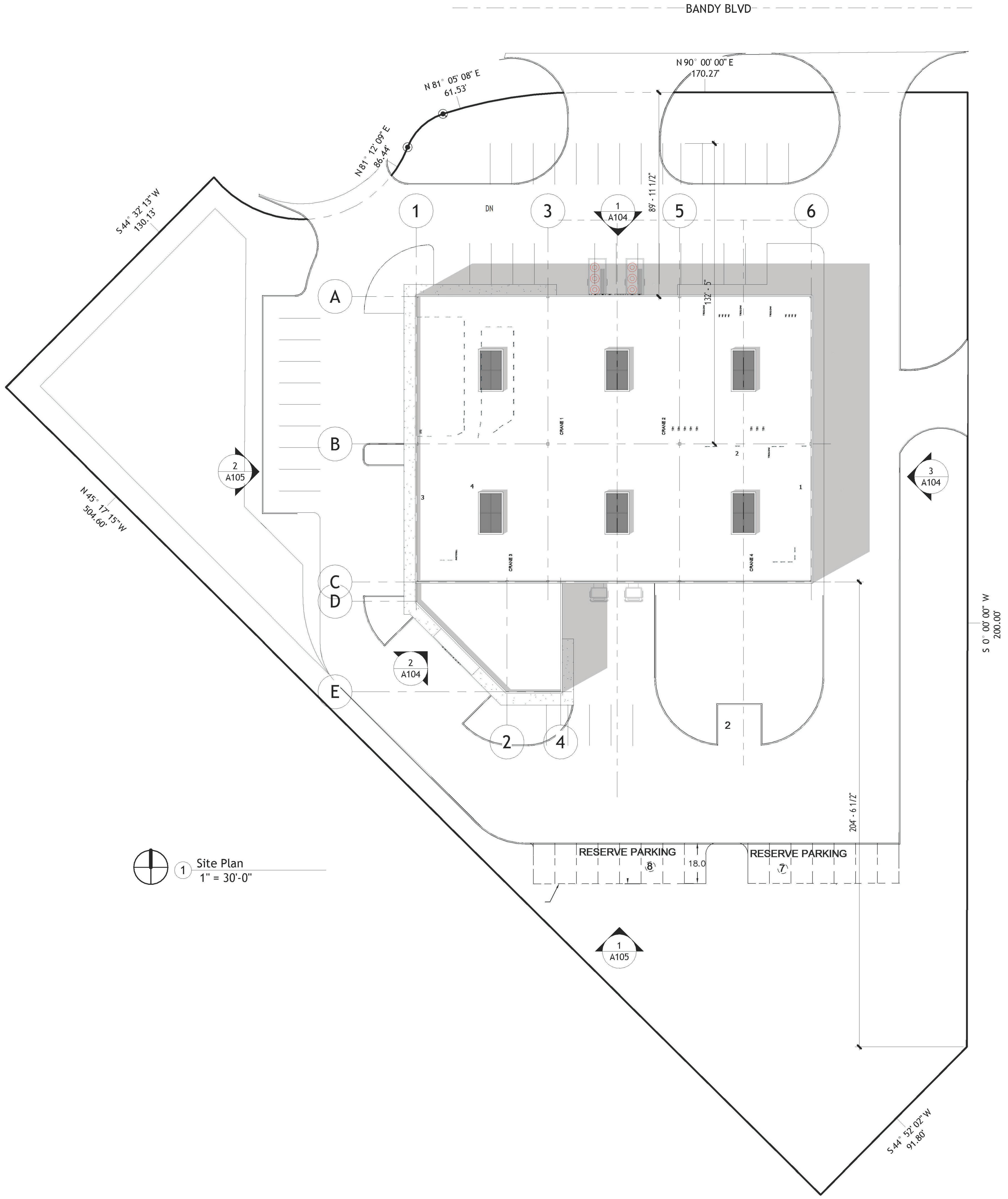
A105


BANDY BLVD
N 90° 00' 00" E
170.27'
N 81° 05' 08" E
61.53'
N 81° 12' 09" E
86.44'
S 44° 32' 13" W
130.13'
N 45° 17' 15" W
504.60'
S 0° 00' 00" W
200.00'
S 44° 52' 02" W
91.80'
89' - 11 1/2"
132' - 5"
204' - 6 1/2"
DN
1
3
5
6
2
4
A
B
C
D
E
1
A104
2
A104
3
A104
2
A105
1
A105
2
RESERVE PARKING
8
18.0
RESERVE PARKING
7

1 Site Plan
1" = 30'-0"

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PROJECT:

RED HAWK REBAR 2

4201 BANDY BOULEVARD,
FT. PIERCE,FL

REVISIONS

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SITE PLAN/
ROOF PLAN

DATE	JOB NUMBER	DRAWN BY
		CHECK BY

STAMP/SEAL

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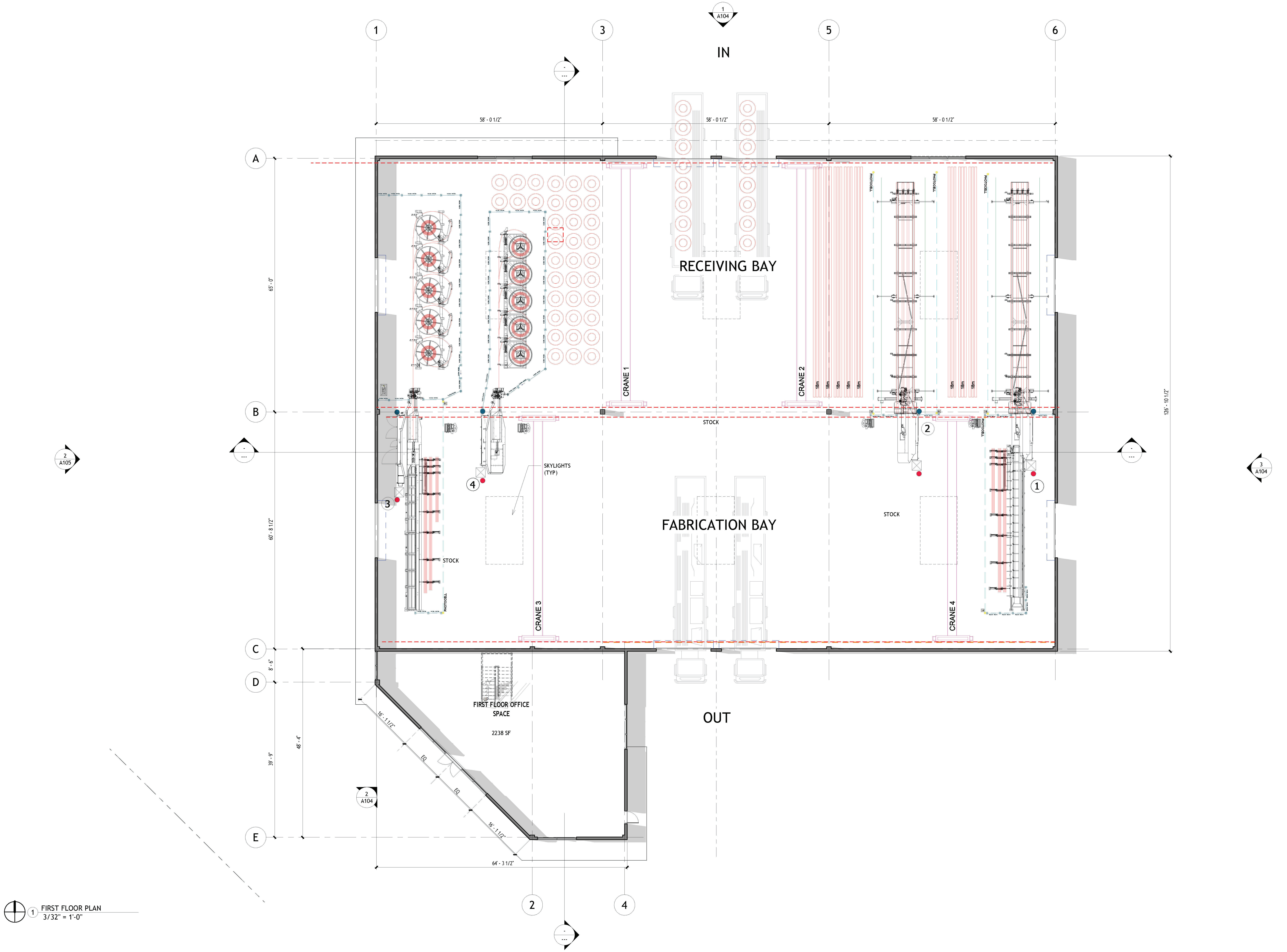
A101


1
3
5
6
1
A104
IN
58' - 0 1/2"
58' - 0 1/2"
58' - 0 1/2"
A
B
C
D
E
65' - 0"
60' - 8 1/2"
126' - 10 1/2"
8' - 6"
39' - 9"
48' - 4"
RECEIVING BAY
CRANE 1
CRANE 2
CRANE 3
CRANE 4
PHOTOCELL
18m
STOCK
SKYLIGHTS
(TYP)
2
A105
3
A104
1
2
3
4
FABRICATION BAY
FIRST FLOOR OFFICE
SPACE
2238 SF
16' - 1 1/2"
EQ
EQ
2
A104
OUT
64' - 3 1/2"
2
4

1 FIRST FLOOR PLAN
3/32" = 1'-0"

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AR 15045

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RED HAWK REBAR 2
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FT. PIERCE,FL

REVISIONS

NO.	DESC	DATE

DRAWING:

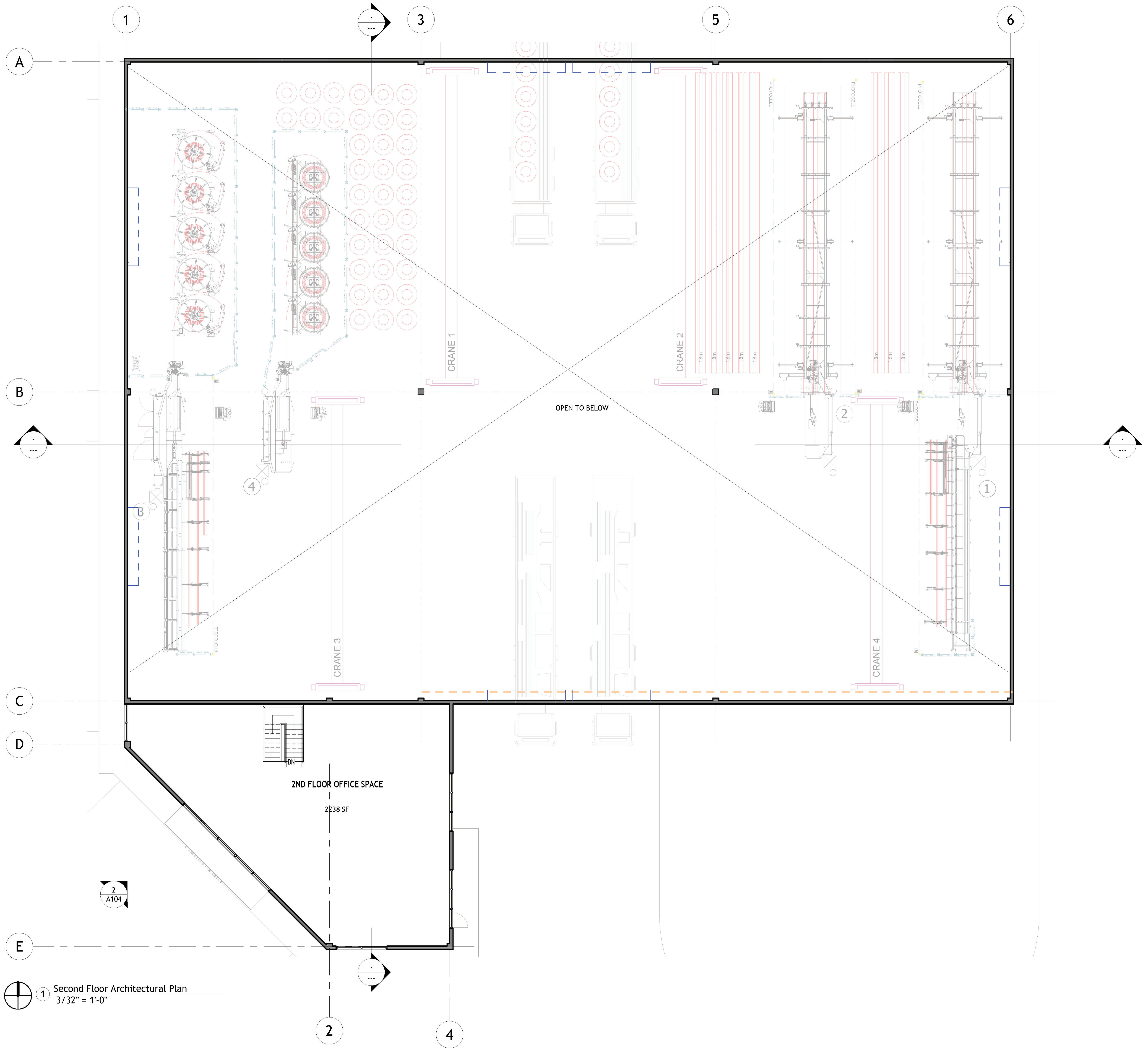
FIRST
FLOOR PLAN

DATE	JOB NUMBER	DRAWN BY
		CHECK BY

STAMP/SEAL

DAVID SCOTT
TRAUTMAN
ARCHITECT
AR15045

A102


1
3
5
6
A
B
C
D
E
2
4
CRANE 1
CRANE 2
CRANE 3
CRANE 4
18m
PHOTOCELL
OPEN TO BELOW
DN
2ND FLOOR OFFICE SPACE
2238 SF
2
A104

1 Second Floor Architectural Plan
3/32" = 1'-0"

GALIA T ARCHITECTURE LLC

DAVID SCOTT TRAUTMAN
AR 15045

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MIAMI, FLORIDA 33143
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galia@galiatarchitecturellc.com

PROJECT:
RED HAWK REBAR 2
4201 BANDY BOULEVARD,
FT. PIERCE,FL

REVISIONS

NO.	DESC	DATE

DRAWING:

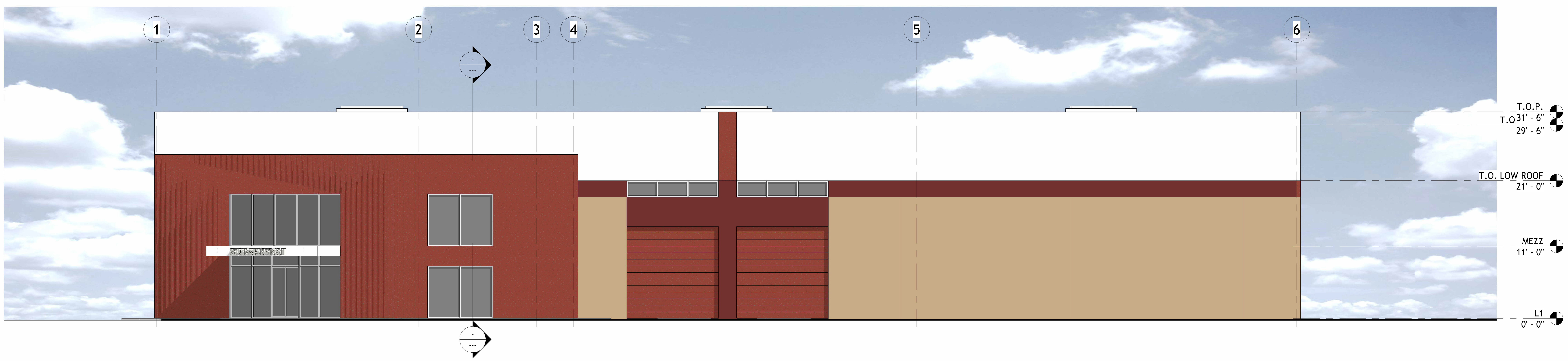
SECOND
FLOOR PLAN

DATE
JOB NUMBER
DRAWN BY
CHECK BY

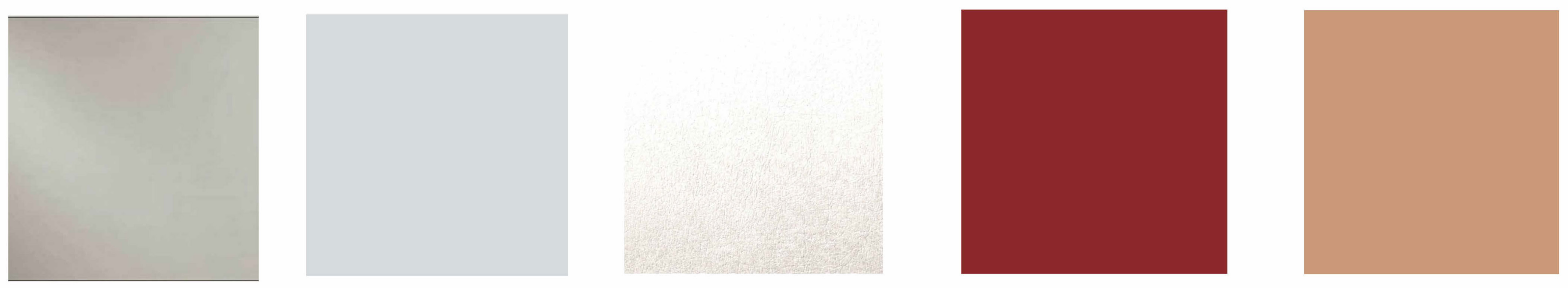
STAMP/SEAL

DAVID SCOTT
TRAUTMAN
ARCHITECT
AR15045

A103


1
2
3
4
5
6
T.O.P.
T.O 31' - 6"
29' - 6"
T.O. LOW ROOF
21' - 0"
MEZZ
11' - 0"
L1
0' - 0"

① SOUTH ELEVATION
1/8" = 1'-0"



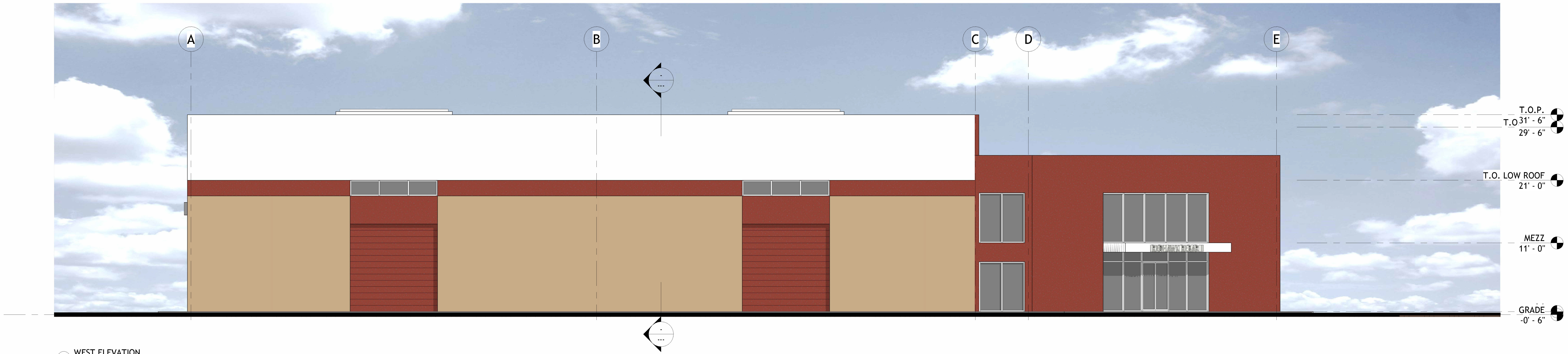
1. GREY GLASS

2. ALUMINUM FRAMES

3. STUCCO PAINTED
BM CLOUD WHITE 967

4. STUCCO PAINTED
BM CALIENTE AF-290

5. STUCCO PAINTED
BM ATALIANATE AF-215


A
B
C
D
E
T.O.P.
T.O 31' - 6"
29' - 6"
T.O. LOW ROOF
21' - 0"
MEZZ
11' - 0"
GRADE
-0' - 6"

② WEST ELEVATION
1/8" = 1'-0"

GALIA T ARCHITECTURE LLC

DAVID SCOTT TRAUTMAN
AR 15045

6431 SW 62 TERRACE
MIAMI, FLORIDA 33143
GALIA T ARCHITECTURE LLC
305.586-5593
galia@galiatarchitecturellc.com

PROJECT:
RED HAWK REBAR 2
4201 BANDY BOULEVARD,
FT. PIERCE,FL

REVISIONS

NO.	DESC	DATE

DRAWING

BUILDING ELEVATIONS

DATE	JOB NUMBER	DRAWN BY
		CHECK BY

STAMP/SEAL

DAVID SCOTT
TRAUTMAN
ARCHITECT
AR15045

A105

Redhawk Rebar II
Site Plan Submission

SIGNS

Refer to the PROJECT Architect Elevations

Site Plan Submission

CONCEPTUAL LIGHTING PLAN

See project site plan

Redhawk Rebar II
Site Plan Submission

Justification Statement

Refer to the project narrative

March 2025

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

General Light Industrial
(110)

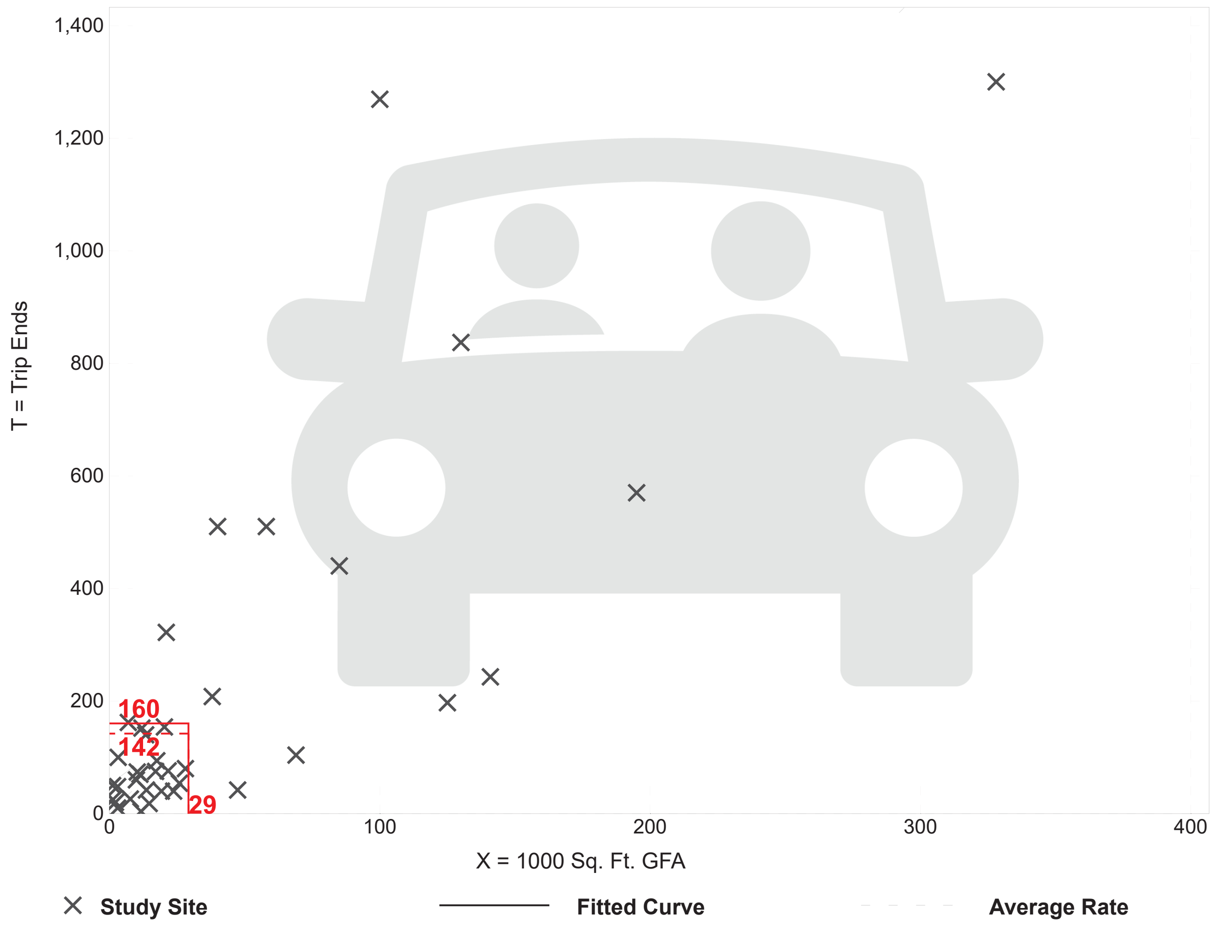
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 37
Avg. 1000 Sq. Ft. GFA: 45
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
4.87	0.34 - 43.86	4.08

Data Plot and Equation



Fitted Curve Equation: T = 3.76(X) + 50.47 **R^2= 0.61**

General Light Industrial

(110)

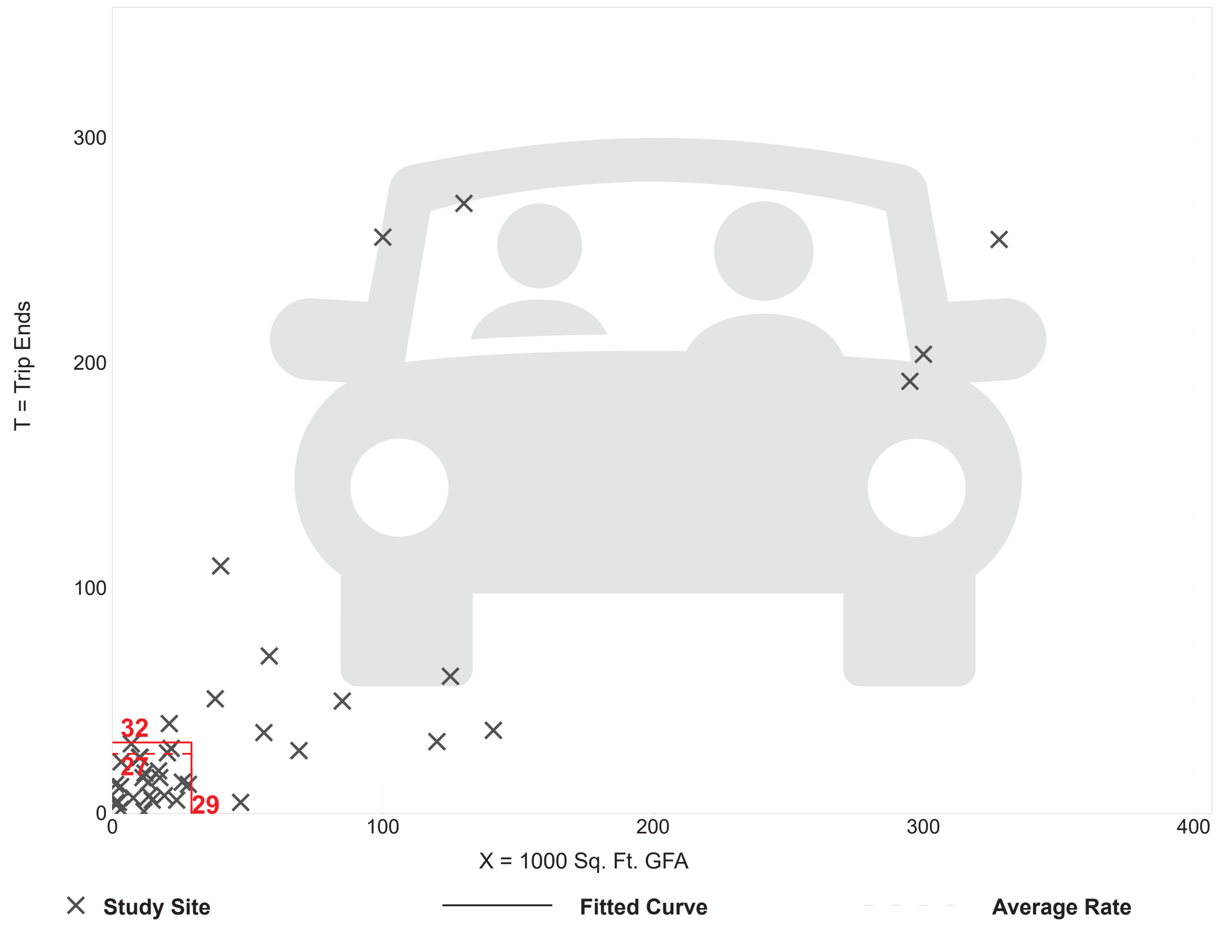
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday,**
AM Peak Hour of Generator

Setting/Location: **General Urban/Suburban**
Number of Studies: 40
Avg. 1000 Sq. Ft. GFA: 56
Directional Distribution: 87% entering, 13% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.91	0.09 - 11.40	0.78

Data Plot and Equation



Fitted Curve Equation: T = 0.71(X) + 10.88

R^2= 0.62

General Light Industrial

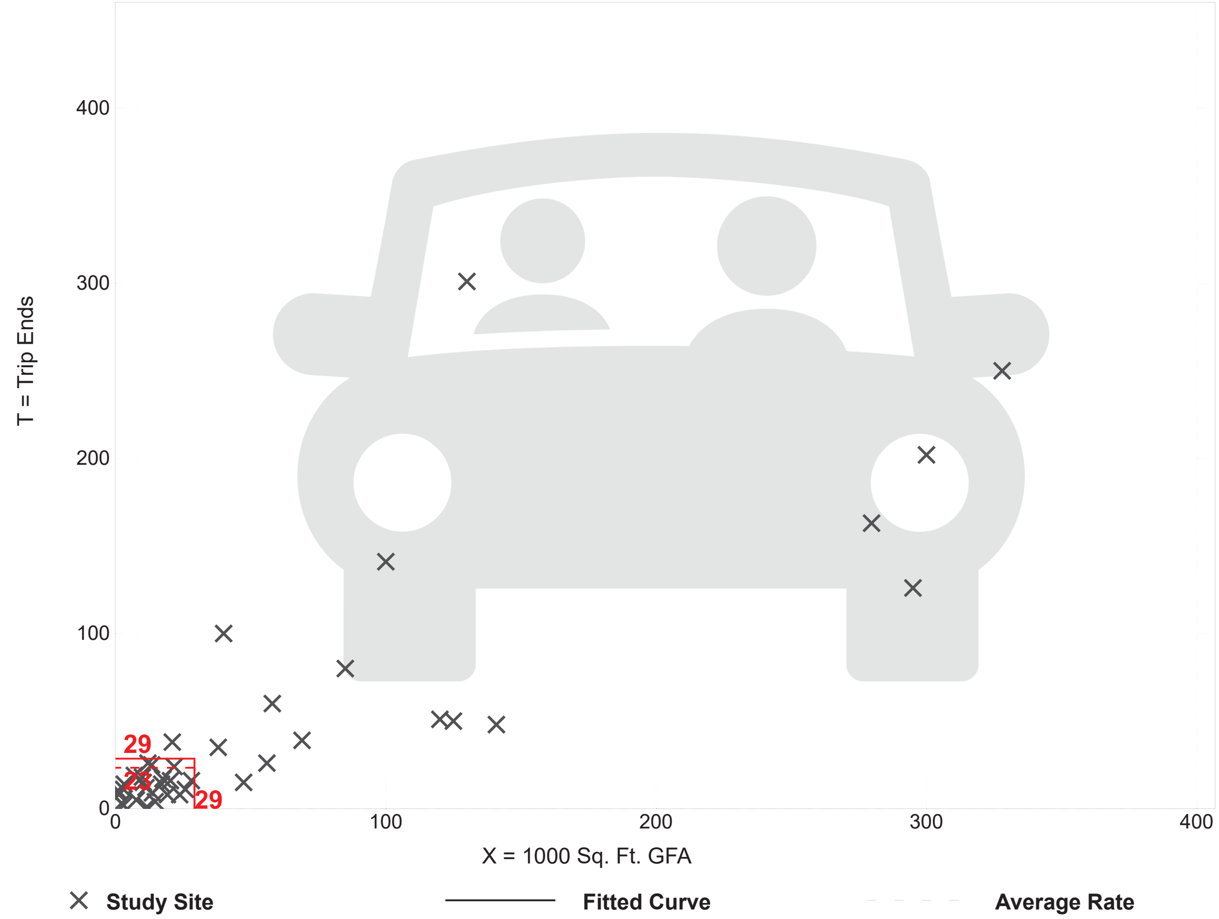
(110)

Vehicle Trip Ends vs:	**1000 Sq. Ft. GFA**
On a:	**Weekday, PM Peak Hour of Generator**
Setting/Location:	**General Urban/Suburban**
Number of Studies:	41
Avg. 1000 Sq. Ft. GFA:	62
Directional Distribution:	18% entering, 82% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.80	0.09 - 8.77	0.61

Data Plot and Equation



Fitted Curve Equation: $T = 0.63(X) + 10.15$

$R^2 = 0.65$

Site Plan Submission

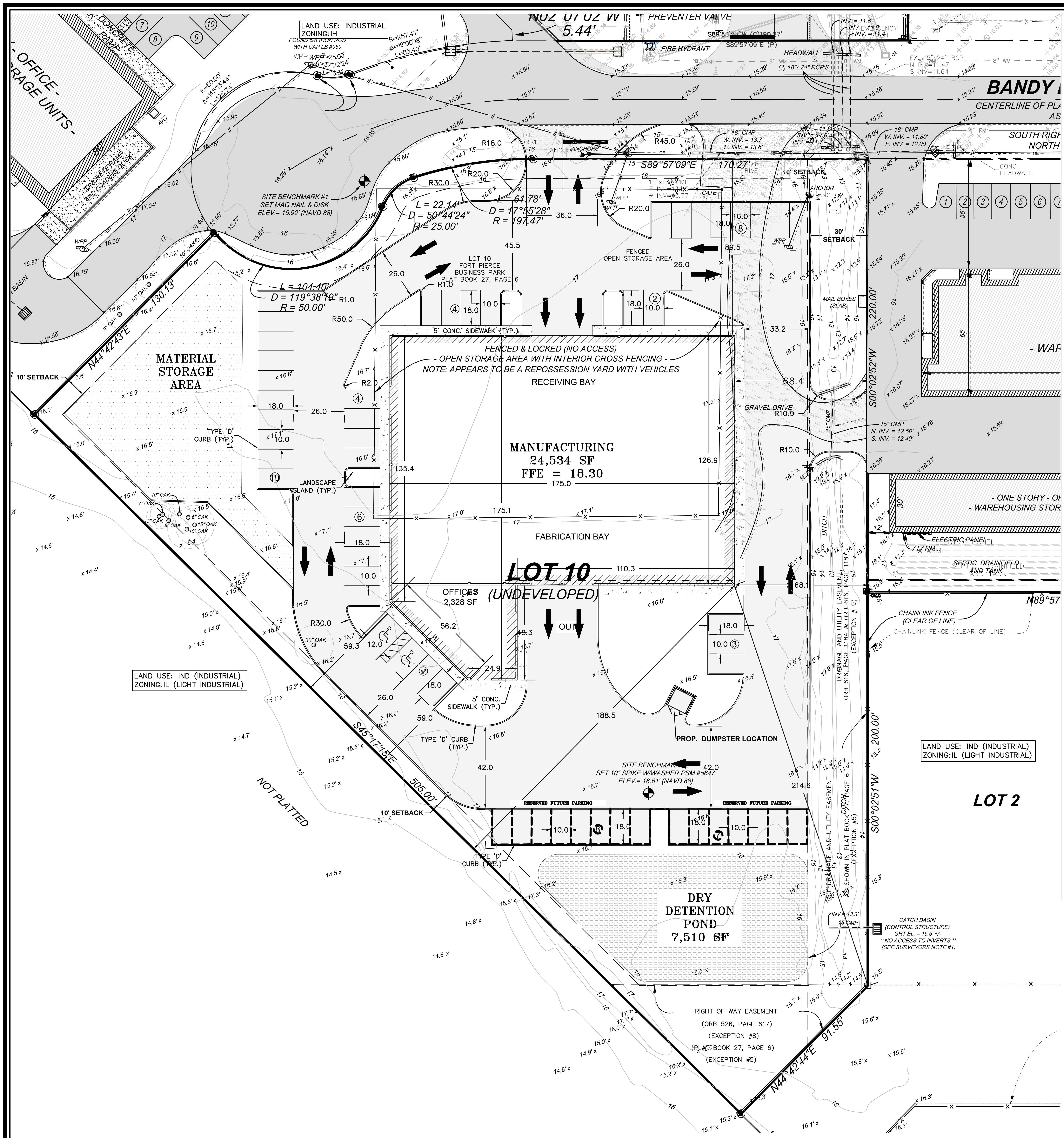
CONCEPTUAL DRAINAGE PLAN

See project site plan

Site Plan Submission

Environmental Impact Assessment

Not required.   Project site is already impacted.   No native vegetation or wildlife


BANDY
CENTERLINE OF PL
SOUTH RIGH
NORTH
LAND USE: INDUSTRIAL
ZONING: IH
FIRE HYDRANT
PREVENTER VALVE
HEADWALL
S89°57'09"E 170.27'
10' SETBACK
30' SETBACK
- OFFICE -
STORAGE UNITS
CONCRETE RAMP & LOADING DOCK
SITE BENCHMARK #1
SET MAG NAIL & DISK
ELEV.= 15.92' (NAVD 88)
MATERIAL STORAGE AREA
N44°42'43"E 130.13'
10' SETBACK
LOT 10
FORT PIERCE
BUSINESS PARK
PLAT BOOK 27, PAGE 6
FENCED OPEN STORAGE AREA
5' CONC. SIDEWALK (TYP.)
FENCED & LOCKED (NO ACCESS)
- OPEN STORAGE AREA WITH INTERIOR CROSS FENCING -
NOTE: APPEARS TO BE A REPOSSESSION YARD WITH VEHICLES
RECEIVING BAY
MANUFACTURING
24,534 SF
FFE = 18.30
FABRICATION BAY
LOT 10
(UNDEVELOPED)
OFFICES
2,328 SF
OUT
TYPE 'D' CURB (TYP.)
LANDSCAPE ISLAND (TYP.)
PROP. DUMPSTER LOCATION
SITE BENCHMARK
SET 10" SPIKE W/WASHER PSM #5647
ELEV.= 16.61' (NAVD 88)
RESERVED FUTURE PARKING
DRY DETENTION POND
7,510 SF
LAND USE: IND (INDUSTRIAL)
ZONING: IL (LIGHT INDUSTRIAL)
S45°17'15"E 505.00'
NOT PLATTED
GRAVEL DRIVE
MAIL BOXES (SLAB)
S00°02'52"W 220.00'
S00°02'51"W 200.00'
DRAINAGE AND UTILITY EASEMENT
ORB 616, PAGE 1184 (EXCEPTION #9)
CHAINLINK FENCE (CLEAR OF LINE)
ELECTRIC PANEL
ALARM
SEPTIC DRAINFIELD AND TANK
- ONE STORY - OFFICE
- WAREHOUSING STOR
- WAR
N89°57
LOT 2
LAND USE: IND (INDUSTRIAL)
ZONING: IL (LIGHT INDUSTRIAL)
CATCH BASIN
(CONTROL STRUCTURE)
GRT EL. = 15.5'±
NO ACCESS TO INVERTS
(SEE SURVEYORS NOTE #1)
RIGHT OF WAY EASEMENT
(ORB 526, PAGE 617)
(EXCEPTION #8)
(PLAT BOOK 27, PAGE 6)
(EXCEPTION #5)
N44°42'44"E 91.55'
15" CMP
N. INV. = 12.50'
S. INV. = 12.40'
18" CMP
W. INV. = 13.7'
E. INV. = 13.6'
18" CMP
W. INV. = 11.80'
E. INV. = 12.00'

SITE DATA TABLE

Owner/Applicant:
Red Hawk Rebar Holdings LLC
2347, Biscayne Blvd
Unit R4-U
Miami, FL 33147
Phone: 786-879-0311

Architect:
David Trautman
Trautman Architecture
(305) 669-5160 :Work
(305) 898-9098 :Mobile
david@ballitrautman.com

Landscape Architect:
Jeffrey W. Smith
Conceptual Design Group, Inc.
900 East Ocean Boulevard, Suite 13
Stuart, Flordia 34994
(561) 371-1644 :Mobile
jscdginc@bellsouth.net

Engineer / Surveyor:
Culpepper & Terpening, Inc.
2980 South 25th. Street
Fort Pierce, FL 34981
Phone: 772-464-3537
Fax: 772-464-9497
www.ct-eng.com

Environmental Services
TBD

1.) **Project Name:**
Red Hawk Rebar Manufacturing Plant

2.) **Location:**
The project site is located at 4201 Bandy Boulevard, Ft. Pierce, Florida

3.) **Project Description:**
24,534 sq feet of Rebar Manufacturing / Storage & Distribution Facility

4.) **Sec/Town/Range:**
Section 31, Township 35 South, Range 40 East

5.) **Tax Map ID:**
24/31N

6.) **Parcel ID Numbers:**
2431-505-0010-000-3

7.) **Gross Site Area:**

2.92	acres		127,195	sq feet
2.92	acres	land above MHW	127,195	sq feet
0	acres	land below MHW	-	sq feet

8.) **Zoning:**

IL	Light Industrial	2.92	acres

9.) **Land Use:**

HI	Heavy Industrial	2.92	acres

10.) **Site Density/Intensity:**
N/A

11.) **Development Schedule:**
Start: Spring 2026
Complete: Spring 2027

12.) **Flood Zone:**
The project site is located in Flood Zone X (Area With Reduced Flood Risk), according to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map Number 12111C0188K, February 2, 2020.

13.) **Site Coverage[1]:**

	acreage	sq feet	% of site	FAR[3]
Buildings (all types)	0.56	24,534	19.3	0.231
Roadways/Parking	1.05	45,901	36.1	N/A
Conc. Paving	0.07	2,984	2.3	N/A
Total Impervious	1.69	73,419	57.7	
Material Storage Area	0.21	9,017	7.1	
Open Space/ Landscape/ Future Dev.	0.86	37,249	29.3	N/A
Retention (dry)	0.17	7,510	5.9	N/A
Total Site Area	2.92	127,195	100	

Notes:
1.) All areas are approximate and subject to change as part of final construction plans.
2.) Existing Site Facilities (2023) represent existing site conditions & Proposed Site Addition represents site area approved (but not yet constructed) per Colonial Engineering Site Plan Minor Corrections.
3.) FAR coverage based on total bldg sq ft/ gross lot area.

14.) **Parking: Expansion Area**

Area			Total Required	Spaces Provided	Typical/ADA
Manufacturing	24,534 SF	(1.66/1000)	41	41	2
			Future reserved parking	15	

Per Fort Pierce zoning code sec 125-315- Off-street parking and loading

15.) **Building Hgt.:**
Maximum Building Hgt. 80' Proposed Building Hgt. (max) 35'-6"

16.) **Building Setbacks/Spacing (Min. Industrial):**

	Required	Provided
Front (as measured from Post Office Road)	50.0 ft	89.5 ft
South side	30.0 ft	59.3
West Side	30.0 ft	68.1
Rear (as measured from west property line)	40.0 ft	214 ft

17.) **Utility Service:**

Water Service (Utility)	FPUA	Electric Service	FPL
Sewage Service (Utility)	FPUA	Telcom Service (backbone)	ATT
Re-Use Water (Utility)	N/A	Cable Service (primary)	Comcast

All utility services will be placed underground.

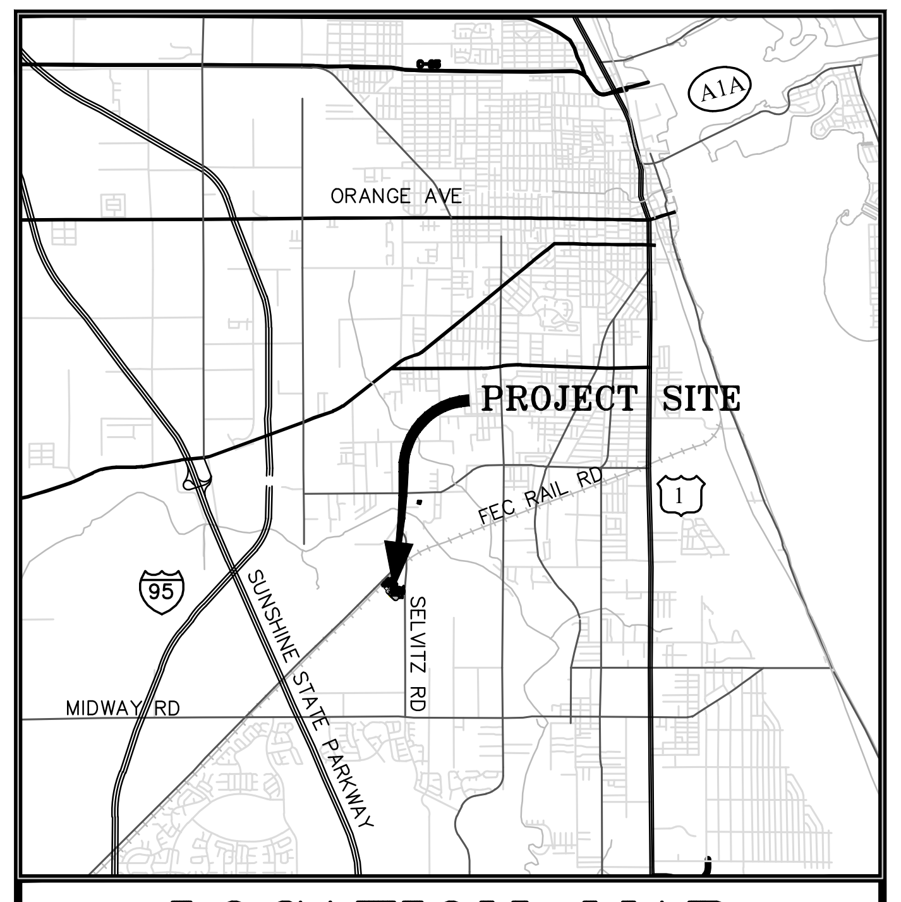
18.) **Refuse Collection:**
Soild waste collectors will be through the use of on-site trash compactors and approved St. Lucie County Commercial Waste Haulers.

19.) **Site Lighting:**
Site lighting of the parking and site storage areas will be provided through a combinantion of wall-mounted fixtures on the side of the buildings or through the placement of several indepenent poles located along the perimeter of the travel way and site storage area. All on-site lighting wll comply with the CIty footcanlde requirement.

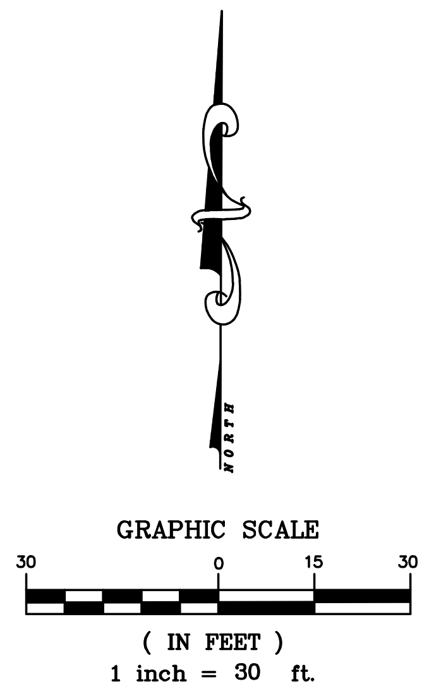
20.) **Site Drainage (preliminary):**
The existing drainage system shall be utilized and a new dry detention system will be constructed to provide for the additional construction. Storm drainage facilities shall conform to Chapter 17 of the Ft. Pierce Code of Ordinance and Standard Specifications adopted by the City Commision February 13. 1978.

21.) **Traffic Statement:**
Trip Generation based upon Institute of Transportation Engineers (ITE) Code 140 (11th Edition)

	Average rate
Weekday AM peak	20
Weekday PM peak	20

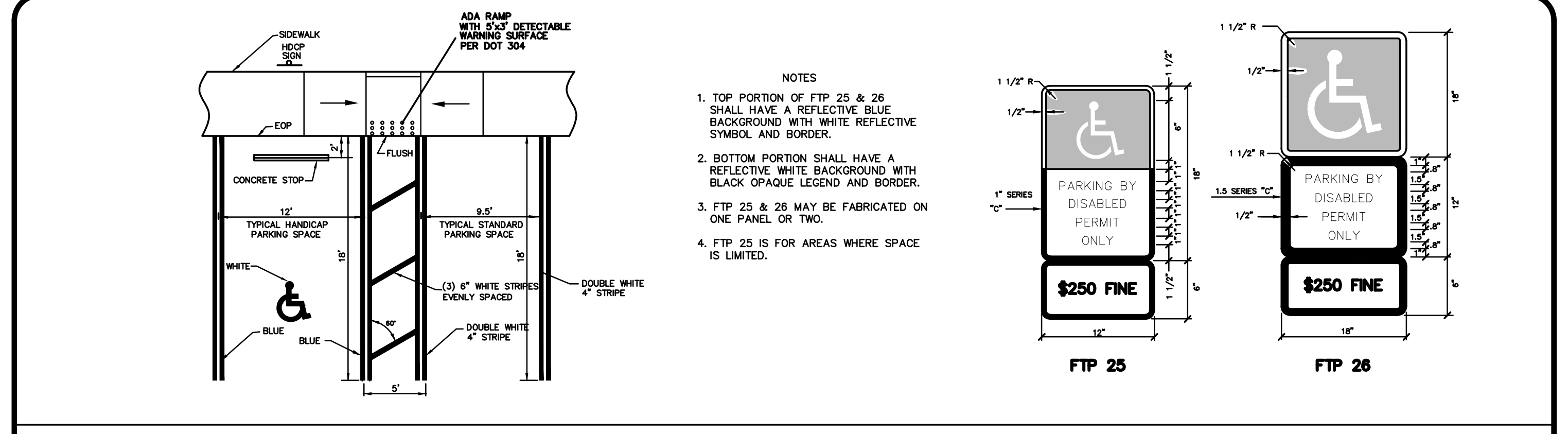

A1A
ORANGE AVE
PROJECT SITE
1
95
FEC RAIL RD
SELVITZ RD
SUNSHINE STATE PARKWAY
MIDWAY RD

LOCATION MAP


GRAPHIC SCALE
30
0
15
30
(IN FEET)
1 inch = 30 ft.

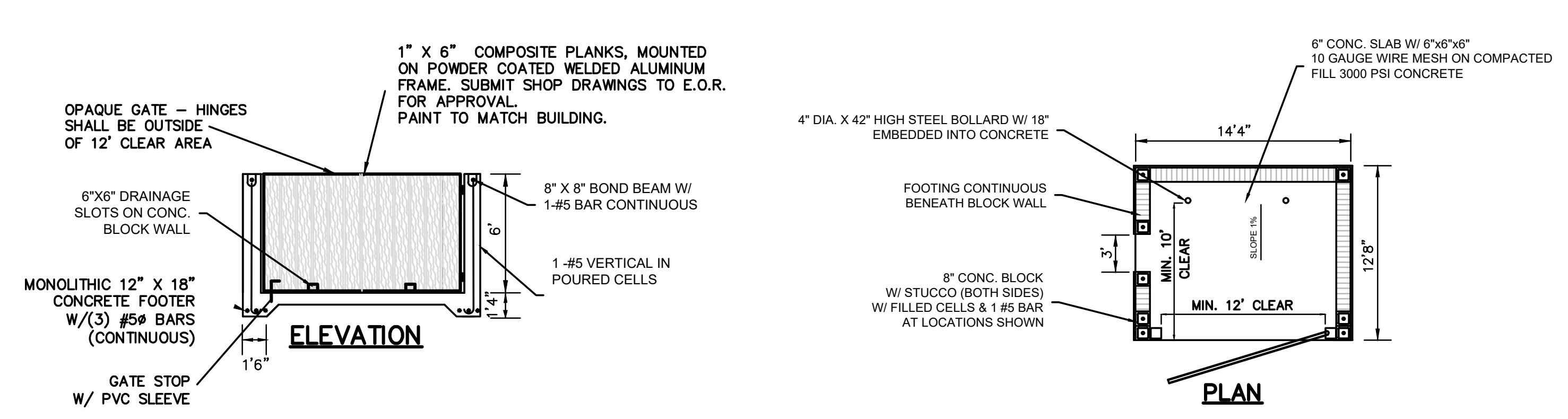
LEGEND

▬	PROJECT BOUNDARY
— - - —	SECTION LINE
—	LOT LINE
— — —	SETBACK
▬ ▬ ▬	BASIN LINE
- - - - -	EXISTING CONCRETE
= = = =	EXISTING CULVERT
— FZ —	FLOOD ZONE LIMITS
— — X — —	EXISTING FENCE
— —	EXISTING EASEMENT
— 20 —	EXISTING CONTOURS
× 60.0	EXISTING ELEVATION
- - - - -	EXISTING PATHWAYS
— — TOB — —	EXISTING TOP OF BANK
— — OHU — —	EXISTING OVERHEAD UTILITY LINE
◇	EXISTING UTILITY POLE (WOOD)
⬚	EXISTING BUILDING
— 60 —	PROPOSED MAJOR CONTOURS
— 59 —	PROPOSED MINOR CONTOURS
— GAS —	EXISTING GAS LINE
▨	ACCESS EASEMENT
—	CURB
— — — —	BOUNDARY OF REMOVAL
■	PROPOSED HEAVY DUTY ASPHALT
HYD	EXISTING FIRE HYDRANT
▩	EXISTING CONCRETE
▥	EXISTING CATCH BASIN


SIDEWALK
HDCP SIGN
ADA RAMP WITH 5'x3' DETECTABLE WARNING SURFACE PER DOT 304
EOP
FLUSH
CONCRETE STOP
2'
12'
TYPICAL HANDICAP PARKING SPACE
9.5'
TYPICAL STANDARD PARKING SPACE
18'
WHITE
BLUE
(3) 6" WHITE STRIPES EVENLY SPACED
DOUBLE WHITE 4" STRIPE
60°
5'
1 1/2" R
1/2"
1" SERIES "C"
1.5 SERIES "C"
PARKING BY DISABLED PERMIT ONLY
$250 FINE
12"
18"
6"
FTP 25
FTP 26

NOTES
1. TOP PORTION OF FTP 25 & 26 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. FTP 25 & 26 MAY BE FABRICATED ON ONE PANEL OR TWO.
4. FTP 25 IS FOR AREAS WHERE SPACE IS LIMITED.

HANDICAP PARKING DETAIL
NOT TO SCALE


OPAQUE GATE – HINGES SHALL BE OUTSIDE OF 12' CLEAR AREA
1" X 6" COMPOSITE PLANKS, MOUNTED ON POWDER COATED WELDED ALUMINUM FRAME. SUBMIT SHOP DRAWINGS TO E.O.R. FOR APPROVAL. PAINT TO MATCH BUILDING.
6"X6" DRAINAGE SLOTS ON CONC. BLOCK WALL
8" X 8" BOND BEAM W/ 1-#5 BAR CONTINUOUS
1 -#5 VERTICAL IN POURED CELLS
MONOLITHIC 12" X 18" CONCRETE FOOTER W/(3) #5ø BARS (CONTINUOUS)
GATE STOP W/ PVC SLEEVE
6'
1'4"
1'6"
ELEVATION
6" CONC. SLAB W/ 6"x6"x6" 10 GAUGE WIRE MESH ON COMPACTED FILL 3000 PSI CONCRETE
4" DIA. X 42" HIGH STEEL BOLLARD W/ 18" EMBEDDED INTO CONCRETE
FOOTING CONTINUOUS BENEATH BLOCK WALL
8" CONC. BLOCK W/ STUCCO (BOTH SIDES) W/ FILLED CELLS & 1 #5 BAR AT LOCATIONS SHOWN
14'4"
12'8"
3'
MIN. 10' CLEAR
SLOPE 1%
MIN. 12' CLEAR
PLAN

DUMPSTER AREA DETAIL
NOT TO SCALE

COMPUTER FILE REF.	FIELD BK./PG.

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

– R E V I S I O N S –	BY	DATE
.	.	.
.	.	.
.	.	.
.	.	.
.	.	.
.	.	.

	BY	DATE
DESIGNED	####	####
CALCS.	####	2/6/25
DRAWN	AW	2/6/25
DETAILED	AW	TBD3
CHECKED	####	TBD2
APPROVED	####	TBD1

REDHAWK II REBAR FACILITY

SITE PLAN

DATE: 2/6/25
HORIZ. SCALE: 1"=30'
VERT. SCALE: N/A
JOB No. 23-041.001
SHEET 1 of 1

P:\Proj-2023\23-041.001 Redhawk II\Eng\23-041.001 Redhawk Site Plan Alternate.dwg Plotted: 8/8/2025 11:02 AM By: EDGAR COAPMAN

BOUNDARY SURVEY

LYING IN

SECTION 31 - TOWNSHIP 35 SOUTH - RANGE 40 EAST
ST. LUCIE COUNTY, FLORIDA

KEY SHEETS

SHEET 1 OF 2
BOUNDARY SURVEY (LOTS 3, 9 & 10) WITH ADDRESSED TITLE WORK

SHEET 2 OF 2
TOPOGRAPHIC SURVEY (LOT 10) FOR FUTURE DEVELOPEMENT

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.
LOT 8
NOT A PART
LOT 9
- ONE STORY - OFFICE - WAREHOUSING STORAGE UNITS -
LOT 10
(UNDEVELOPED - VACANT LAND)
** SEE SHEET 2 OF 2 FOR TOPOGRAPHY **
LOT 3
LOT 4
LOT 2
BANDY BOULEVARD
CENTERLINE OF PLATTED 60 FOOT RIGHT OF WAY
SELVITZ ROAD
STATE ROAD NO. 5-611-B
AS PER S.R.D. R/W MAP SECTION 94631-2605
CENTERLINE OF FLORIDA EAST COAST RAILWAY
EAST R/W OF THE FLORIDA EAST COAST RAILWAY AND THE WEST LINE OF LOT 9
N44°42'46"E 310.00'
N45°17'14"W 456.65'
NORTHEASTERLY LINE OF LOT 9
SOUTHWESTERLY LINE OF LOT 8
S45°17'15"E 420.93'
SOUTHWESTERLY LINE OF LOT 9
N44°42'43"E 130.13'
COMMON PROPERTY LINE BETWEEN LOTS 9 AND 10
S45°17'15"E 505.00'
SOUTHWESTERLY LINE OF LOT 10
VACANT LAND AND UNPLATTED
N44°42'44"E 91.55'
S00°02'51"W 200.00'
S00°02'52"W 220.00'
420.00'
S89°57'09"E 170.27'
S89°57'09"E 295.00'
N89°57'09"W 320.00'
S00°02'51"W 195.00'
N02°07'02"W 5.44'
D = 145°13'44" R = 50.00' L = 126.74'
D = 37°22'24" R = 25.00' L = 16.31'
D = 19°00'18" R = 257.47' L = 85.40'
D = 50°44'24" R = 25.00' L = 22.14'
D = 17°55'28" R = 197.47' L = 61.78'
D = 119°38'19" R = 50.00' L = 104.40'
D = 90°00'00" R = 25.00' L = 39.27'
DETAIL OF EASEMENT FOR THE BENEFIT OF FORT PIERCE UTILITIES AUTHORITY ORB 836, PAGE 1566 (EXCEPTION #12)
ASPHALT PAVEMENT (CUL-DE-SAC)
ASPHALT PAVEMENT & PARKING
- ONE STORY - OFFICE - WAREHOUSING STORAGE UNITS -
SITE (LOT 3) UNDER CONSTRUCTION
FENCED OPEN STORAGE AREA
GRAVEL DRIVE
EAST LINE OF SECTION 31-35-40
PLATTED AS - TRACT "R" (PLAT BOOK 27, PAGE 6) (EXCEPTION #9)
NOTE: TRACT "R" AS SHOWN ON PLAT IS UNDEFINED IN THE DEDICATION AS TO THE USE.

LEGAL DESCRIPTION:

LOTS 3, 9, AND 10, FORT PIERCE BUSINESS PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27, PAGE 6, OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

TOGETHER WITH JOINT DRIVEWAY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2678, PAGE 1618 WITH AMENDMENT TO GRANT OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2837, PAGE 1203.

FLOOD ZONE NOTE:

LANDS SHOWN HEREON ARE LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 12111C0188K (CITY OF FORT PIERCE 120286), DATED FEBRUARY 19, 2020.

TITLE REVIEW:

LANDS SHOWN HEREON WERE ABSTRACTED FOR RESTRICTIONS, EASEMENTS, AND/OR RIGHTS OF WAY OF RECORD PER DOMA TITLE INSURANCE, INC., COMMITMENT NUMBER 2023-04622-FL, DATED: 9/29/2023 AT: 5:00 PM. EASEMENTS AND/OR RIGHTS OF WAY OF RECORD PER TITLE COMMITMENT THAT ARE PLOTTABLE ARE SHOWN ON THIS "BOUNDARY SURVEY".

SCHEDULE B - SECTION II

1. - 8. STANDARD EXCEPTIONS, NOT ADDRESSED.

9. ALL MATTERS SET FORTH ON THE PLAT OF FORT PIERCE BUSINESS PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27, PAGE 6. - AFFECTS THE PROPERTY AND IS SHOWN ON SURVEY.

10. RESOLUTION NO. 89-145 RECORDED IN OFFICIAL RECORDS BOOK 645, PAGE 2842. - AFFECTS THE SUBJECT PROPERTIES WITH NO PLOTTABLE EASEMENTS.

11. RESOLUTION NO. 90-34 RECORDED IN OFFICIAL RECORDS BOOK 686, PAGE 2773. - AFFECTS LOT 3 AS SHOWN WITH NO PLOTTABLE EASEMENTS, BLANKET IN NATURE.

12. UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 836, PAGE 1566. - AFFECTS THE SUBJECT PROPERTY AND IS SHOWN ON THE SURVEY ALONG WITH A DETAIL. IT IS OF MY OPINION THAT THIS EASEMENT ONLY AFFECTS LOT 9 AND OVERLAPS INTO THE EXISTING BUILDING THAT IS DEPICTED ON THE SURVEY.

13. ORDINANCE NO. 95-039 RECORDED IN OFFICIAL RECORDS BOOK 981, PAGE 1615 AND OFFICIAL RECORDS BOOK 992, PAGE 2862. - NOT ADDRESSED AND IS NOT A SURVEY MATTER.

14. ORDINANCE NO. 99-001 RECORDED IN OFFICIAL RECORDS BOOK 1203, PAGE 1026. - NOT ADDRESSED AND IS NOT A SURVEY MATTER.

15. ORDINANCE NO. 00-002 RECORDED IN OFFICIAL RECORDS BOOK 1301, PAGE 2302. - NOT ADDRESSED AND IS NOT A SURVEY MATTER.

16. ORDINANCE NO. K-309 RECORDED IN OFFICIAL RECORDS BOOK 2125, PAGE 2189. - AFFECTS THE SUBJECT PROPERTY BUT NOT SUBJECT TO LOCATION, BLANKET IN NATURE.

17. RESTRICTIONS, COVENANTS, CONDITIONS, AND EASEMENTS, WHICH INCLUDE PROVISIONS FOR A PRIVATE CHARGE OR ASSESSMENT, AS CONTAINED IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR FORT PIERCE BUSINESS PARK RECORDED IN OFFICIAL RECORDS BOOK 2678, PAGE 1597, WITH FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR FORT PIERCE BUSINESS PARK RECORDED IN OFFICIAL RECORDS BOOK 2896, PAGE 2245. - ENCUMBERS FORT PIERCE BUSINESS PARK BUT IS NOT SUBJECT TO LOCATION. BLANKET IN NATURE AND NOT A SURVEY MATTER.

18. GRANT OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2678, PAGE 1626. - BENEFITS THE SUBJECT PROPERTY (LOT 9) AND IS SHOWN ON THE SURVEY.

19. JOINT DRIVEWAY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2678, PAGE 1618 WITH AMENDMENT TO GRANT OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2837, PAGE 1203. - BENEFITS THE SUBJECT PROPERTY (LOT 9) AND IS SHOWN ON THE SURVEY.

20. NOTICE OF ENVIRONMENTAL RESOURCE OR SURFACE WATER MANAGEMENT PERMIT RECORDED IN OFFICIAL RECORDS BOOK 3340, PAGE 2014. - NOT A SURVEY MATTER.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY MAP AND/OR REPORT WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CW

CRAIG D. WATSON
PROFESSIONAL SURVEYOR AND MAPPER
NO. 5647 STATE OF FLORIDA

ACREAGE:

LOT 3 - 1.61 ACRES (4101 BANDY BOULEVARD)
LOT 9 - 2.94 ACRES (4240 BANDY BOULEVARD)
LOT 10 - 2.92 ACRES (4201 BANDY BOULEVARD)

CERTIFICATIONS:

1. RED HAWK REBAR LLC, A FLORIDA LIMITED LIABILITY COMPANY
2. GREENSPOON MARDER LLP
3. DOMA TITLE INSURANCE, INC.

WETLAND NOTE:

LIMITS OF JURISDICTIONAL WETLANDS, DITCHES, DRAINAGE WAYS, WATER FLOWS, AND/OR BODIES OF WATER, IF ANY, ARE NOT DETERMINED BY THIS SURVEY. CLIENT IS ADVISED TO CONTACT APPROPRIATE GOVERNING AGENCIES FOR POSSIBLE LIMITS OF JURISDICTION.

SURVEYOR'S NOTES:

1. THIS SITE LIES IN A PORTION OF SECTION 31, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST LUCIE COUNTY, FLORIDA.
2. ALL DOCUMENTS ARE RECORDED IN THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
3. BEARINGS HEREON ARE REFERRED TO AN ASSUMED VALUE OF S45°17'15"E ALONG THE SOUTHWESTERLY LINE OF THE PLATTED LOTS 9 AND 10.
4. THIS MAP IS INTENDED TO BE DISPLAYED AT THE GRAPHIC SCALE SHOWN HEREON OR SMALLER.
5. THE COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83 / 2011 ADJUSTMENT) AND WERE ESTABLISHED BY R.T.K. - G.P.S. USING THE TOPCON HIPER VR WITH THE VRS NETWORK AND VERIFIED BY MULTIPLE OCCUPATIONS ON THE PROJECT CONTROL POINTS.
6. THIS SURVEY WAS PERFORMED UTILIZING G.P.S.- R.T.K. AND TRADITIONAL SURVEY PROCEDURES WITH MULTIPLE MEASUREMENTS ON PROJECT CONTROL POINTS AND HAS A HORIZONTAL AND VERTICAL POSITIONAL TOLERANCE OF LESS THAN 0.10 FEET.
7. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON (COMMERCIAL/HIGH RISK); 1 FOOT IN 10,000 FEET.
8. SUBSURFACE OR UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED AND ARE NOT A PART OF THIS SURVEY.
9. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
10. ADDITIONS OR DELETIONS TO THIS SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
11. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
12. ALL BEARINGS AND DISTANCES SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE NOTED.
13. ALL MATTERS SHOWN ON RECORDED PLATS PROVIDED TO THE SURVEYOR ARE SHOWN ON THE SURVEY.
14. THERE IS NO OBSERVABLE EVIDENCE OF CURRENT EARTH MOVING WORK.
15. THERE IS NO OBSERVABLE EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
16. THERE IS NO OBSERVABLE EVIDENCE OF CHANGES IN STREET RIGHT OF WAY LINES AT THE TIME OF FIELD WORK.
17. THIS SURVEY AS SHOWN WAS PREPARED FOR COMMERCIAL PURPOSES ONLY PER CLIENTS REQUEST FOR FUTURE DRIVEWAY.

ABBREVIATIONS:

F.O. = FIBER OPTIC WITNESS POST
WPP = WOOD POWER POLE
CONC. = CONCRETE
P.P. = POWER POLE
L.P. = LIGHT POLE
ID = IDENTIFICATION
PSM = PROFESSIONAL LAND SURVEYOR
L.B. = LICENSED BUSINESS
CPP = CONCRETE POWER POLE
ORB = OFFICIAL RECORDS BOOK
PG. = PAGE
FND = FOUND
R/W = RIGHT OF WAY
M.N.D. = MAG NAIL AND DISK
ORB = OFFICIAL RECORDS BOOK
FPUA = FORT PIERCE UTILITY AUTHORITY

DATE	REVISIONS
6-24-25	TOPOGRAPHY SPECIFIC TO LOT 10 SHEET 2 OF 2

PREPARED FOR:
RED HAWK REBAR LLC
A FLORIDA LIMITED LIABILITY COMPANY

ADDRESSES:
(LOT 3)
4101 BANDY BOULEVARD, FORT PIERCE, FL. 34981
(LOT 9)
4240 BANDY BOULEVARD, FORT PIERCE, FL. 34981
(LOT 10)
4201 BANDY BOULEVARD, FORT PIERCE, FL. 34981

CRAIG WATSON AND ASSOCIATES LLC
PROFESSIONAL SURVEYING MAPPING
130 S INDIAN RIVER DRIVE · SUITE 202 · FORT PIERCE, FLORIDA 34950
O 772-334-0867 C 772-260-0249 EMAIL craigwatson@live.com

130 S INDIAN RIVER DRIVE
SUITE 202
FT. PIERCE, FLORIDA 34950
PHONE 772-334-0868
CELL 772-260-0249

DATE: 09-02-2023
SCALE: 1"= 40
DWNG. BY C.D.W.
CHECKED BY: C.D.W.
JOB NUMBER: 23096

SHEET NUMBER
1 OF 2

LOT 9
LOT 4
LOT 3
- ONE STORY - OFFICE -
- WAREHOUSING STORAGE UNITS -
LOT 10
(UNDEVELOPED)
LOT 2
- ONE STORY - OFFICE -
- WAREHOUSING STORAGE UNITS -
BANDY BOULEVARD
CENTERLINE OF PLATTED 60 FOOT RIGHT OF WAY
ASPHALT PAVEMENT
NORTH RIGHT OF WAY LINE
SOUTH RIGHT OF WAY LINE
NORTH LINE LOT 3
GUARD RAIL
SELVITZ ROAD
STATE ROAD NO. S-611-B
AS PER S.R.D. R/W MAP SECTION 94631-2605
EAST LINE OF SECTION 31-35-40
EAST LINE LOT 3
195.00'
S00°02'51"W
SET 5/8"IRON ROD WITH CAP PSM #5647
STOP SIGN
F.O.
CONC. P.P.
CONCRETE HEADWALL
DRAINAGE PIPE
BUSINESS PARK SIGN
WELL
L.P.
D = 90°00'00"
R = 25.00'
L = 39.27'
50'
61.2'
10' UTILITY EASEMENT
ORB 2678, PAGE 1626
(EXCEPTION #13)
BACK FLOW PREVENTER VALVE
FIRE HYDRANT
N02°07'02"W
5.44'
FOUND 5/8"IRON ROD WITH CAP LB #959
WPP
HEADWALL
(3) 18"x 24" RCP'S
18" CMP
W. INV. = 13.7'
E. INV. = 13.6'
W. INV. = 11.80'
E. INV. = 12.00'
INV. = 11.6'
INV. = 11.5'
INV. = 11.4'
SITE BENCHMARK #1
SET MAG NAIL & DISK
ELEV.= 15.92' (NAVD 88)
L = 22.14'
D = 50°44'24"
R = 25.00'
L = 61.78'
D = 17°55'28"
R = 197.47'
L = 104.40'
D = 119°38'19"
R = 50.00'
S89°57'09"E
170.27'
ANCHORS
GATE
FENCED & LOCKED (NO ACCESS)
- OPEN STORAGE AREA WITH INTERIOR CROSS FENCING -
NOTE: APPEARS TO BE A REPOSSESSION YARD WITH VEHICLES
MAIL BOXES (SLAB)
S00°02'52"W
220.00'
GRAVEL DRIVE
15" CMP
N. INV. = 12.50'
S. INV. = 12.40'
CATCH BASIN
COVERED CONCRETE OFFICE ENTRIES (TYPICAL)
ASPHALT PAVEMENT
FIRE HYDRANT & CONCRETE APRON
231'
247'
65'
56'
30'
24'
CPP
ELECTRIC PANEL
ALARM
SEPTIC DRAINFIELD AND TANK
SOUTH LINE LOT 3
N89°57'09"W
320.00'
50.00'
FOUND 4"x 4"CONCRETE MONUMENT (NO ID)
CHAINLINK FENCE (CLEAR OF LINE)
DITCH
200.00'
S00°02'51"W
SITE BENCHMARK #2
SET 10" SPIKE W/WASHER PSM #5647
ELEV.= 16.61' (NAVD 88)
CATCH BASIN (CONTROL STRUCTURE)
GRT EL. = 15.5' +/-
**NO ACCESS TO INVERTS **
(SEE SURVEYORS NOTE #1)
INV.= 13.3'
15"CMP
N44°42'43"E
130.13'
N44°42'44"E
91.55'
S45°17'15"E
505.00'
420.93'
NOT PLATTED
30" OAK
10" OAK
- ONE STORY - OFFICE -
- WAREHOUSING STORAGE UNITS -
RAISED CONCRETE SIDEWALK
CONCRETE RAMP
CONCRETE RAMP AND LOADING DOCK
CONCRETE
CATCH BASIN
ASPHALT PAVEMENT
EASEMENT
A/C
140'
120'
80'
NORTH
GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

TOPOGRAPHIC SURVEY

(LOT 10)

LYING IN

SECTION 31 - TOWNSHIP 35 SOUTH - RANGE 40 EAST
ST. LUCIE COUNTY, FLORIDA

KEY SHEETS

SHEET 1 OF 2
BOUNDARY SURVEY (LOTS 3, 9 & 10) WITH ADDRESSED TITLE WORK

SHEET 2 OF 2
TOPOGRAPHIC SURVEY (LOT 10) FOR FUTURE DEVELOPEMENT

CRAIG WATSON AND ASSOCIATES LLC
PROFESSIONAL SURVEYING MAPPING
130 S. INDIAN RIVER DRIVE - SUITE 202 - FORT PIERCE - FLORIDA
o (772) 334-0868 c (772) 260-0249 EMAIL: CRAIGWATSON@LIVE.COM

JOB NUMBER: 23096 DATE: 09-06-2023 (TOPOGRAPHY DATE: 6-26-2025 SHEET 2 OF 2)

ABBREVIATONS:

ORB = OFFICIAL RECORDS BOOK
E.O.P. = EDGE OF PAVEMENT
CMP = CORRIGATED METAL PIPE
RCP = REINFORCED CONCRETE PIPE
GRT = GRATE
INV. = INVERT
EL. = ELEVATION
PG = PAGE
X 10.00' = SPOT ELEVATION
-II- = OVERHEAD UTILITIES
- 15 - = CONTOUR LINE

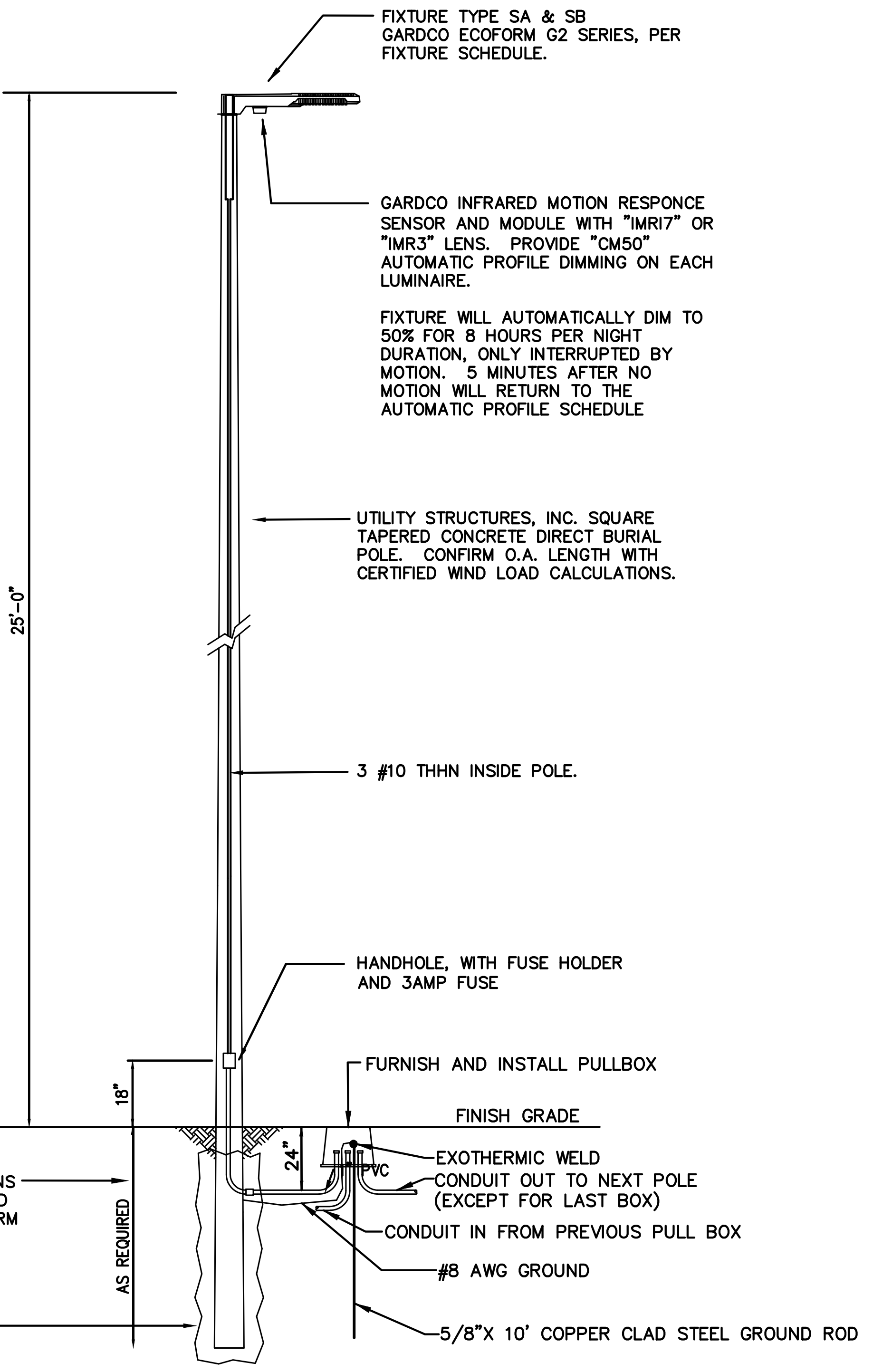
SURVEYOR'S NOTES:

1. CONTROL STRUCTURE INVERTS AND TOPO ALONG THE ADJACENT LOT 2 WERE NOT ACCESSIBLE DUE TO 6' CHAIN LINK FENCE WITH 3 STRAIN BARB WIRE ABOVE SAID 6' FENCE.

2. THE TWO SITE BENCHMARKS ALONG WITH ALL SPOT ELEVATIONS SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88) AND A ST LUCIE COUNTY PUBLISHED BENCHMARK, DESIGNATION - 'FRANK' ELEVATION = 4.76' (NAVD 88)

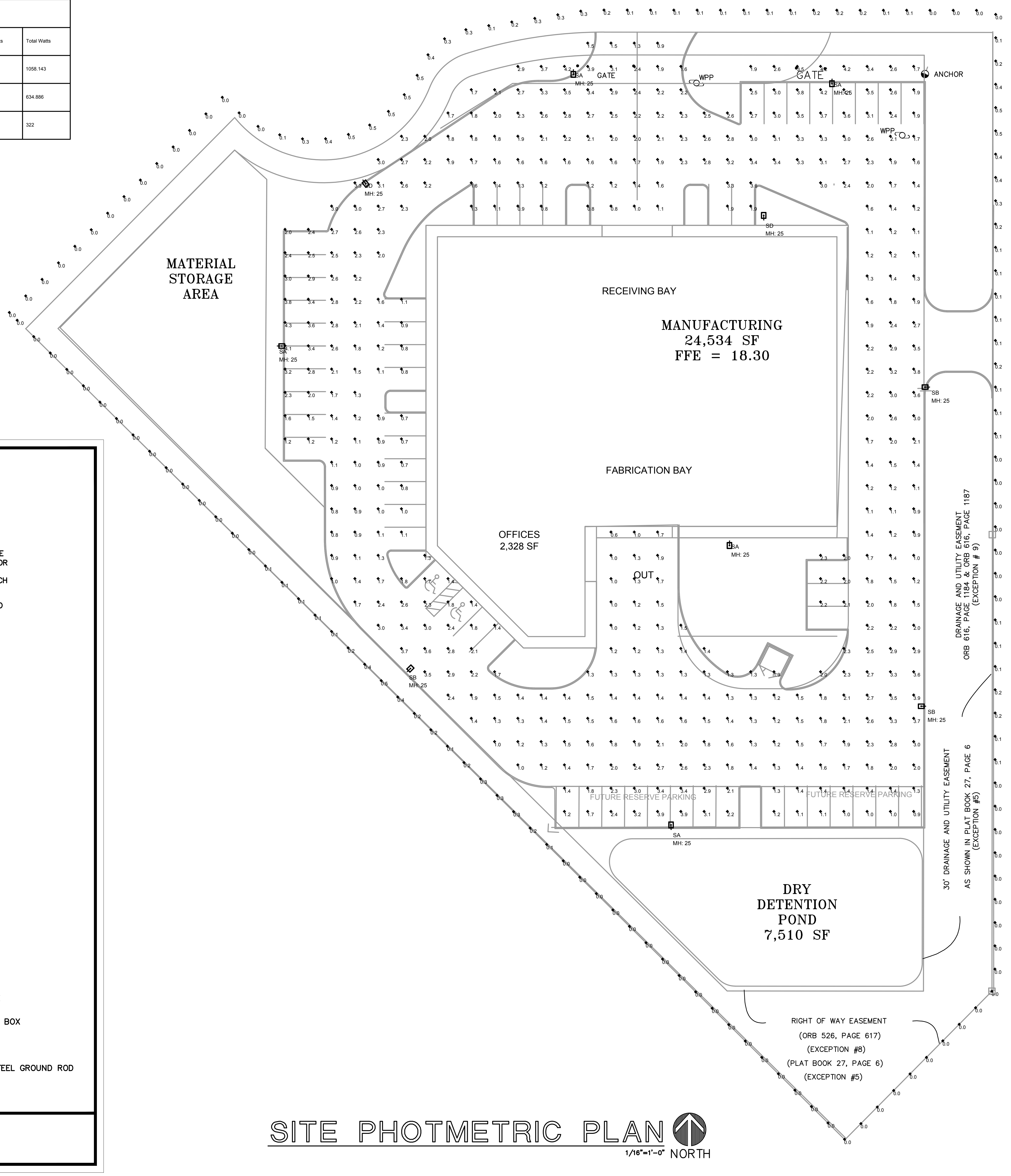
Luminaire Schedule									
Project: REDHAWK REBAR SITE 2 07-24-2025									
Symbol	Label	Description	Lumens/Lamp	LLD	LDD	BF	LLF	Lum. Watts	Total Watts
⊡	SA	GARDCO ECF-S-64L-1A-NW-G2-4-HIS POLE MOUNT 25' AFG	N.A.	0.900	0.900	1.000	0.810	211.6286	1058.143
⊡	SB	GARDCO ECF-S-64L-1A-NW-G2-3-HIS POLE MOUNT 25' AFG	N.A.	0.900	0.900	1.000	0.810	211.6286	634.886
⊡	SD	GARDCO ECF-S-48L-1A-NW-G2-3-HIS POLE MOUNT 25' AFG	N.A.	0.900	0.900	1.000	0.810	161	322

Calculation Summary							
Project: REDHAWK REBAR SITE 2 07-24-2025							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PROPERY LINE	Illuminance	Fc	0.11	0.5	0.0	N.A.	N.A.
DRIVE	Illuminance	Fc	1.98	4.20	0.60	3.30	7.00
PARKING	Illuminance	Fc	2.06	4.30	0.70	2.94	6.14


FIXTURE TYPE SA & SB
GARDCO ECOFORM G2 SERIES, PER FIXTURE SCHEDULE.
GARDCO INFRARED MOTION RESPONCE SENSOR AND MODULE WITH "IMRI7" OR "IMR3" LENS. PROVIDE "CM50" AUTOMATIC PROFILE DIMMING ON EACH LUMINAIRE.
FIXTURE WILL AUTOMATICALLY DIM TO 50% FOR 8 HOURS PER NIGHT DURATION, ONLY INTERRUPTED BY MOTION. 5 MINUTES AFTER NO MOTION WILL RETURN TO THE AUTOMATIC PROFILE SCHEDULE
UTILITY STRUCTURES, INC. SQUARE TAPERED CONCRETE DIRECT BURIAL POLE. CONFIRM O.A. LENGTH WITH CERTIFIED WIND LOAD CALCULATIONS.
25'-0"
3 #10 THHN INSIDE POLE.
HANDHOLE, WITH FUSE HOLDER AND 3AMP FUSE
FURNISH AND INSTALL PULLBOX
18"
FINISH GRADE
24"
PVC
EXOTHERMIC WELD
CONDUIT OUT TO NEXT POLE (EXCEPT FOR LAST BOX)
CONDUIT IN FROM PREVIOUS PULL BOX
#8 AWG GROUND
5/8"X 10' COPPER CLAD STEEL GROUND ROD
PROVIDE WIND LOAD CALCULATIONS FOR 170MPH, SIGNED AND SEALED BY A FLORIDA ENGINEER. CONFIRM BURIAL DEPTH FOR EACH POLE ASSEMBLY / MOUNTING HEIGHT.
AS REQUIRED
PROVIDE BACKFILL AS REQUIRED FOR WIND LOADING

LIGHT POLE DETAIL

N.T.S.


MATERIAL STORAGE AREA
RECEIVING BAY
MANUFACTURING
24,534 SF
FFE = 18.30
FABRICATION BAY
OFFICES
2,328 SF
OUT
GATE
GATE
WPP
WPP
ANCHOR
SA MH: 25
SB MH: 25
SD MH: 25
FUTURE RESERVE PARKING
FUTURE RESERVE PARKING
DRY DETENTION POND
7,510 SF
DRAINAGE AND UTILITY EASEMENT
ORB 616, PAGE 1184 & ORB 616, PAGE 1187
(EXCEPTION # 9)
30' DRAINAGE AND UTILITY EASEMENT
AS SHOWN IN PLAT BOOK 27, PAGE 6
(EXCEPTION #5)
RIGHT OF WAY EASEMENT
(ORB 526, PAGE 617)
(EXCEPTION #8)
(PLAT BOOK 27, PAGE 6)
(EXCEPTION #5)

SITE PHOTMETRIC PLAN

1/16"=1'-0" NORTH

KAMM CONSULTING PROJECT #:
PROJECT MANAGER:

KAMM Consulting
405 Angle Rd
Fort Pierce, Florida 34947
Phone 772.448.3499
jmayr@kammconsulting.com

ENGINEER OF RECORD
Bradly L. Brown Florida License #58232 ELECTRONIC SIGNATURE

SITE PHOTOMETRIC PLAN

COMPUTER FILE REF.	FIELD BK./PG.

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

– R E V I S I O N S –	BY	DATE
# #	#	#
# #	#	#
# #	#	#
# #	#	#
# #	#	#
# #	#	#

	BY	DATE
DESIGNED	#	#
CALCS.	#	#
DRAWN	#	#
DETAILED	#	#
CHECKED	#	#
APPROVED	#	#

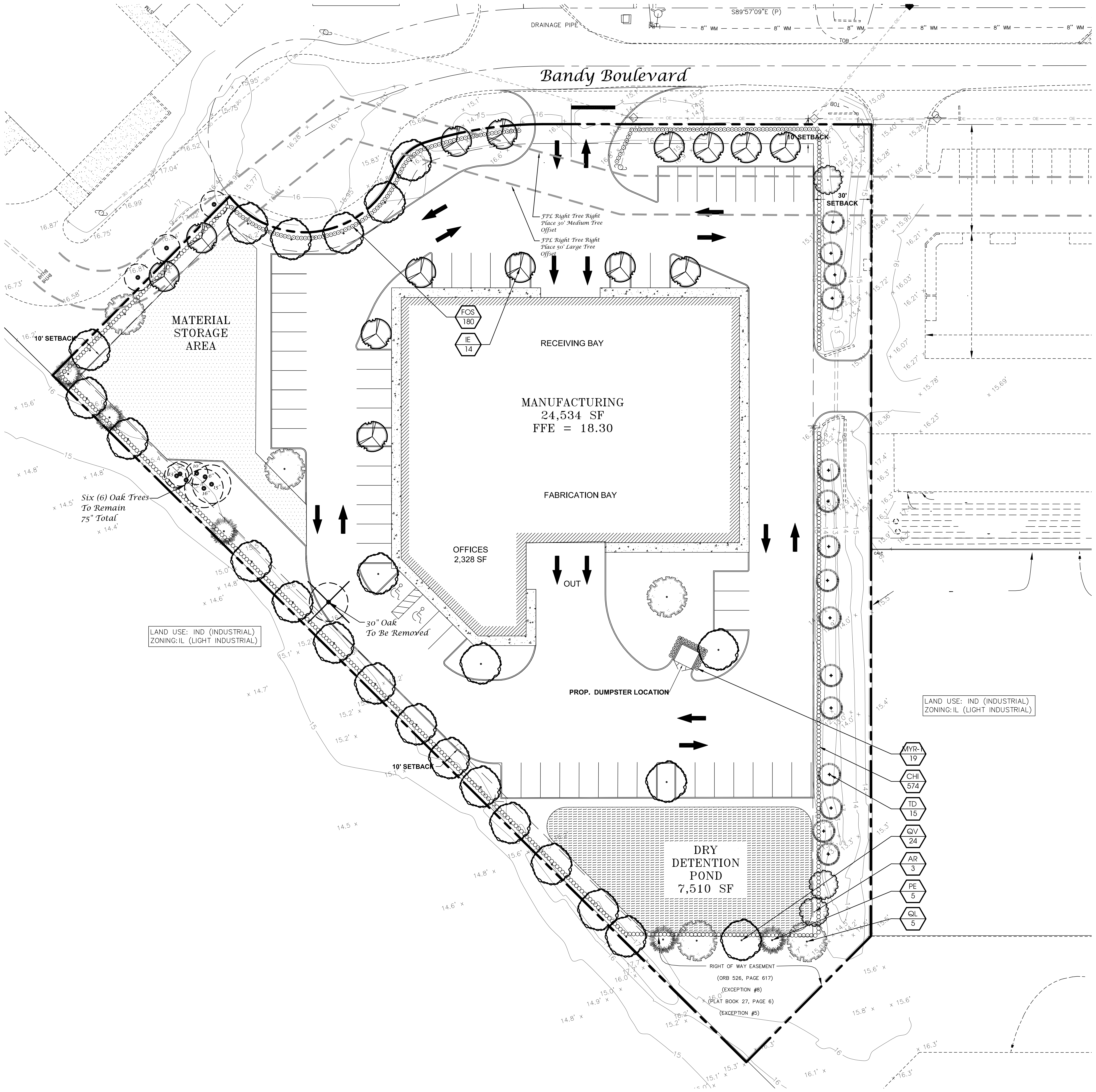
REDHAWK II REBAR FACILITY

Bandy Blvd/Selitz Rd. Fort Pierce, FL

DATE: #
HORIZ. SCALE: #####
VERT. SCALE: #####
JOB No. ######
SHEET E1.1

Tree Mitigation

Type Of Tree	Total # Trees	Total Size (DBH) Inches	Preservation Credits	Required Mitigation
Oak Trees Preserved Oak Trees Removed	7 1	75" 30"	150" 0"	0" 120"
Total # Of Trees = 8 Total # Of Trees Mitigated = 1				
Tree Mitigation Ratio = 2:1 +150" (Trees To Preserved) -120" (Trees To Be Removed)				
+30" Mitigation Credits No Mitigation Required				


S89°57'09"E (P)
DRAINAGE PIPE
Bandy Boulevard
10' SETBACK
30' SETBACK
MATERIAL STORAGE AREA
FOS 180
IE 14
RECEIVING BAY
MANUFACTURING
24,534 SF
FFE = 18.30
FABRICATION BAY
OFFICES
2,328 SF
OUT
PROP. DUMPSTER LOCATION
Six (6) Oak Trees To Remain 75" Total
30" Oak To Be Removed
LAND USE: IND (INDUSTRIAL)
ZONING: IL (LIGHT INDUSTRIAL)
MYR 19
CHI 574
TD 15
QV 24
AR 3
PE 5
QL 5
DRY DETENTION POND
7,510 SF

FPL Right Tree Right Place 30' Medium Tree Offset

FPL Right Tree Right Place 50' Large Tree Offset

RIGHT OF WAY EASEMENT
(ORB 526, PAGE 617)
(EXCEPTION #8)
(PLAT BOOK 27, PAGE 6)
(EXCEPTION #5)

Landscape Plan

North
Scale: 1" = 30'
0 15' 30' 60'

Conceptual Design Group. Inc.
Landscape Architecture - Site Planning

900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340
LA: 0001635

Redhawk Rebar Facility
4201 Bandy Boulevard
Fort Pierce, St. Lucie County, Florida

County Project Number:

Jeffrey W. Smith, RLA
Florida Registration Number:
LA 0001635

Job No. 23-1103
Drawn By JWS
Submittal Dates 3-6-2025
8-7-2025

Revision Dates
New Base 8-7-2025

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Sheet L-1 of 2

Landscape Specifications

1. All tree and plant material to be Florida No. 1 or better, as classified in "Grades and Standards for Nursery Plants", Part 1 and Part II, State of Florida, Dept. of Agriculture, Tallahassee. All plants not listed in "Grades and Standards for Nursery Plants" shall conform to a Florida No. 1 as to: (1) health and vitality, (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species.
2. Undersizing or substitution of one species or cultivar for another species is a breach of contract and will be "Rejected" at the time of final landscape inspection unless approved by Landscape Architect.
3. Project Warranty: All plant material shall be warranted for a period of one (1) year after date of substantial completion against defects, including death and unsatisfactory growth, except for defects resulting from abuse or damage by others or unusual phenomena or incidents which are beyond the contractor's control.
4. Any and all conditions which the contractor feels will be detrimental to the success of the planting shall be brought to the owner or representative's attention.
5. The contractor shall verify the location of underground utilities prior to commencing work on any project area.
6. Mulch planting areas with 3" layer of Melaleuca, Eucalyptus, or Enviromulch. Cypress Mulch is NOT ACCEPTABLE. Planting beds to receive mulch throughout entire bed area.
7. All plants to be set to ultimate grade. No filling will be permitted around trunks or stems. Mulch to be kept a minimum of 2" away from trunks and stems.
8. Planting trees and shrubs: Excavate hole per planting detail. When plant is set, place additional backfill consisting of a 50% mixture of Peat humus and natural soil around the base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Water again after placing final layer of backfill and before installing mulch.
9. Guy and stake trees in 3 directions with galvanized wire, through flexible hose chafing guards, with wooden stake anchors immediately after planting. (See Detail)
10. Trees and shrubs shall be fertilized with a complete natural organic fertilizer with a ratio of approximately 3:0:2 or 3:0:3 (e.g. one labeled 12-0-8). Similar analysis such as 16-0-8 (4:0:2) can also be used. Fertilizers that are slow release, controlled release, sulphur coated or with nitrogen as IBDU or ureaformaldehyde have extended release period. Thirty to fifty percent of the nitrogen should be water insoluble or slow release.

Palms should receive a complete granular fertilizer formulated for palms ("Palm Special") at a rate of 5 to 8 lbs. per palm.

Agriform 20-0-5 twenty-one gram planting tablets may be substituted for granular fertilizer. If utilized, the following rates shall be utilized: Position plant in hole. Backfill halfway up the rootball. Place tablet(s) beside rootball about 1" from root tips. Do not place tablet(s) in bottom of hole.

1 Gallon	1 Tablet
3 Gallon	2 Tablets
25 Gallon & B&B Trees	2 per 1" caliper

11. All planting and sod areas (Except Bahia Sod) to be irrigated to provide 100% coverage with an automatic irrigation system. Shop drawings to be submitted by the irrigation contractor for approval prior to installation.
12. Maintain trees, shrubs, and other plants by watering, cultivating, and weeding as required for healthy growth. Restore planting saucers and mulch. Tighten and repair stake and guying and reset trees and shrubs to proper grade or vertical position as required. Spray as necessary to keep trees and shrubs free of insects and disease. The contractor shall begin maintenance immediately after planting and shall continue maintenance through final acceptance when Certificate of Occupancy is issued to the General Contractor by County and project is released by the General Contractor to Client.
13. Prune trees and shrubs only to remove damaged branches as directed by the Landscape Architect.
14. Planting Lawns: Provide clean, strongly rooted, uniformly sized strips of Stenotaphrom secundatus Floritam (unless otherwise noted), machine stripped not more than 24 hours prior to laying. Grade and roll prepared lawn surface. Water thoroughly but not to create muddy soil conditions. Lay sod strips with tight joints, roll or tamp lightly, and water thoroughly.
15. Maintain positive drainage, no planting is to block drainage.
16. Drainage Testing
    Prior to planting of trees, palms, and specimen material, each planting pit shall be tested in the following manner to verify adequate drainage.
    A) Dig each planting pit to the minimum specified size.
    B) Fill the planting pit with (12") twelve inches of water. If the water level in the planting pit drops (4") four or more inches within (4) four hours, the drainage is sufficient and a drainage channel is not required. If the water level drops less than (4") four inches within the (4) four hour period, then a drainage channel is required.
    C) When a drainage channel is required, the drainage channel must extend down through the non porous soil and into porous soil. (See Drainage Testing Detail)
    D) Discard all material removed from the drainage channel.
    E) When backfilling the planting pit, add course gravel to the drainage channel. Also, care must be taken to keep the consistency of the soil mix the same throughout the planting pit.

NOTES:
1. Contractor to include drainage testing for all trees and palms in bid. If drainage is inadequate, the soil specification in item #8 above shall be revised for site conditions. Contractor shall notify the Owner and Landscape Architect of poor drainage conditions in writing and written direction will be provided to the contractor of appropriate soil mixture specification to be used.
2. All fertilizers shall meet the St. Lucie County fertilizer ordinance.

Landscape Data

7.09.04.A.1 - Perimeter Landscaping Adjacent to Bandy Boulevard Right-of-way (North Buffer)
Total Length = 359'
✳ *Trees*
Required - (1 Tree/30 l.f.)- 359 l.f./30 = 12 Trees
Provided - 12 Trees

Shrubs
Required - Continuous Hedge 2' O.C. = 180 Shrubs
Provided - 180 Shrubs

7.09.04.B - Perimeter Landscaping Abutting Adjacent Property (Southwest Buffer)
Total Length = 505'
Trees
Required - (1 Tree/30 l.f.)- 505 l.f./30 = 17 Trees
Provided - 17 Trees

Shrubs
Required - Continuous Hedge 2' O.C. = 253 Shrubs
Provided - 253 Shrubs

7.09.04.B - Perimeter Landscaping Abutting Adjacent Property (Northwest Buffer)
Total Length = 130'
✳ *Trees*
Required - (1 Tree/30 l.f.)- 130 l.f./30 = 5 Trees
Provided - 5 Trees

Shrubs
Required - Continuous Hedge 2' O.C. = 65 Shrubs
Provided - 65 Shrubs

7.09.04.B - Perimeter Landscaping Abutting Adjacent Property (East Buffer)
Total Length = 512'
✳ *Trees*
Required - (1 Tree/30 l.f.)- 512 l.f./30 = 17 Trees
Provided - 17 Trees

Shrubs
Required - Continuous Hedge 2' O.C. = 256 Shrubs
Provided - 256 Shrubs

✳ *7.09.03.E.2.l - Planting Under Utility Lines*
Note: Small trees are being utilized to meet code section 7.09.03.E.2.l.

No tree shall be planted where it could, at mature height, conflict with overhead power lines. Larger trees (trees with a mature height of thirty (30) feet or more) shall be planted no closer than a horizontal distance of thirty (30) feet from the nearest overhead power line. Medium trees (trees with a mature height between twenty (20)—thirty (30) feet) shall be off-set at least twenty (20) feet horizontally from the nearest overhead power line. Small trees (trees with a mature height of less than twenty (20) feet) shall not be required to meet a minimum off-set, except that no tree, regardless of size shall be planted within five (5) feet of any existing or proposed utility pole, guy wire, pad mounted electrical transformer or other utility transmission/ collection structure or equipment.

7.09.04.C.3 - Terminal & Interior Island Trees
Trees
Required - 12
Provided - 12

7.09.03.E.2.h - Required Tree Species Mix
Trees
Required - 41+ = 5 Species Mix
Provided - 6 Tree Species

7.09.04.C - Interior Vehicular Use Area
I.V.U.A. = 45,901 s.f.
45,901 s.f. / 18 s.f. = 2,550 s.f. / 180 s.f. = 14 Trees
Trees
Required - 14 / 2,550 s.f.
Provided - 14 / 2,750 s.f.

Total Trees Required
Required - 65
Provided - 65

Total Shrubs Required
Required - 754
Provided - 754

Note:
100% of proposed plantings are native.

Plant List

QTY	SYM	SPECIES	COMMON NAME/DESCRIPTION	SIZE	SPACING	REMARKS	DROUGHT TOLERANCE
CANOPY / ORNAMENTAL TREES							
3	AR*	ACER RUBRUM	RED MAPLE	12' x 5', 2.5" D.B.H.	A.S.	FULL CANOPY, 5' C.T. MIN.	HIGH
14	IE*	ILEX x ATTENUATA 'EAGLESTON'	EAGLESTON HOLLY	12' x 5', 2.5" D.B.H.	A.S.	FULL CANOPY, 5' C.T. MIN.	HIGH
5	PE*	PINUS ELLIOTTI DENSA	SOUTH FLORIDA SLASH PINE	12' x 5', 2.5" D.B.H.	A.S.	FULL CANOPY, 5' C.T. MIN.	HIGH
5	QL*	QUERCUS LAURIFOLIA	LAUREL OAK	12' x 5', 2.5" D.B.H.	A.S.	FULL CANOPY, 5' C.T. MIN.	HIGH
24	QV*	QUERCUS VIRGINIANA	LIVE OAK	12' x 5', 2.5" D.B.H.	A.S.	FULL CANOPY, 5' C.T. MIN.	HIGH
15	TD*	TAXODIUM DISTICHUM	BALD CYPRESS	12' x 5', 2.5" D.B.H.	A.S.	FULL CANOPY, 5' C.T. MIN.	HIGH
SHRUBS / GROUNDCOVERS / VINES / SOD							
574	CHI*	CHRYSOBALANUS ICACO	COCOPLUM	4' x 2'	2' O.C.	FULL & THICK	HIGH
180	FOS*	FORESTIERA SEGREGATA	FLORIDA PRIVET	2' x 2'	2' O.C.	FULL & THICK	HIGH
19	MYR-1*	MYRICANTHES FRAGRANS	SIMPSON STOPPER	4' x 2'	2' O.C.	FULL & THICK	HIGH
	SOD-1	PASPALUM NOTATUM	BAHIA SOD			SEE SPECS	HIGH

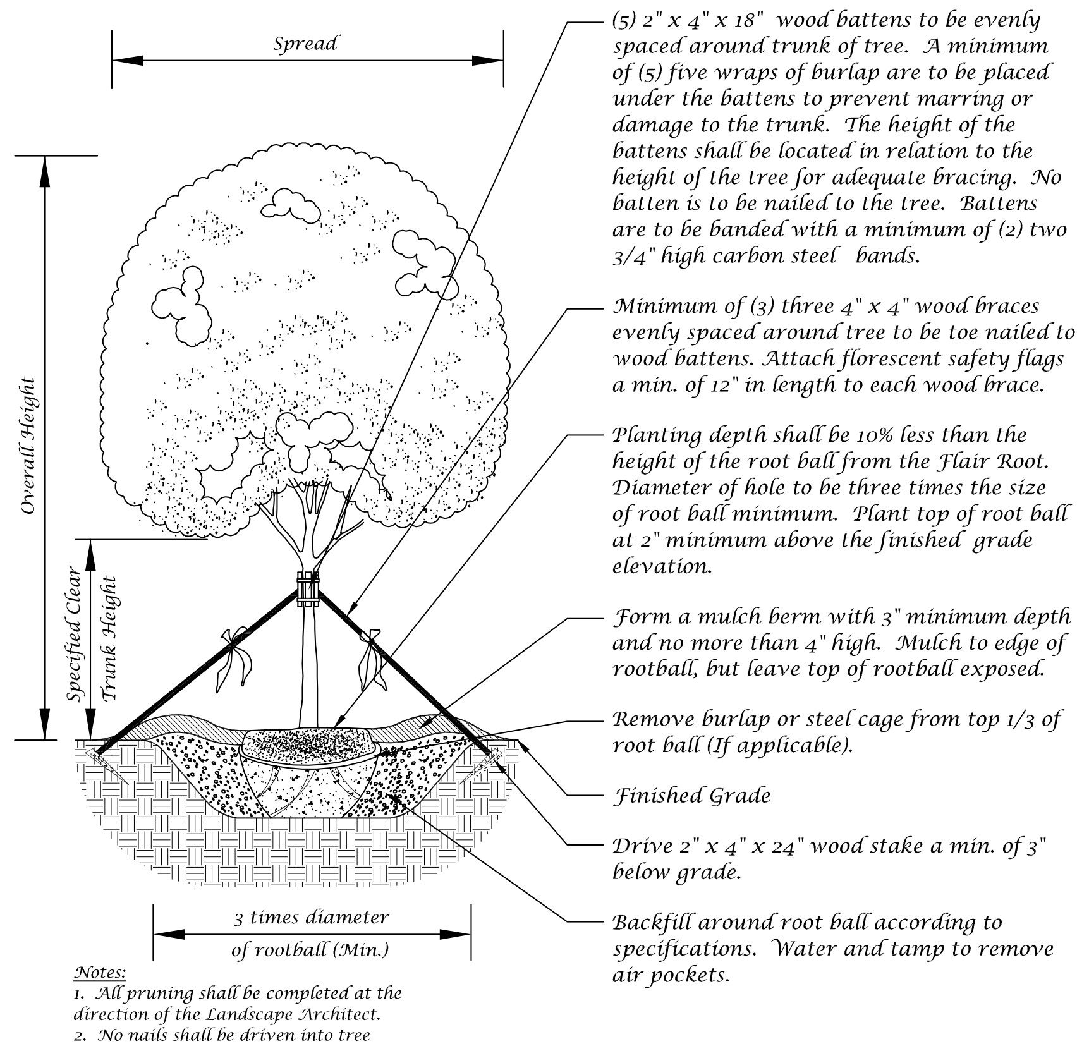
* = Florida Native

NOTES: 1. D.B.H. IS MEASURED 4.5' ABOVE GRADE
2. ALL AREAS NOT MULCHED FOR INDIVIDUAL PLANT MATERIALS AND PLANTING BEDS SHALL BE SODDED. NO EXPOSED SOIL AREAS SHALL REMAIN ON SITE. THIS INCLUDES ALL OPEN AREAS, LAKE BANKS, DRY RETENTION AREAS, DRY DETENTION AREAS, AND ANY OTHER AREAS NOT COVERED BY IMPERVIOUS MATERIALS OR PLANTING MATERIALS.

General Notes

1. No plant substitutions can be made without St. Lucie County's approval.
2. All required landscape improvements must be inspected and approved by St. Lucie County prior to the issuance of a Certificate of Occupancy.
3. Any existing landscaping, sod, or irrigation damaged or destroyed during the construction shall be replaced prior to the final inspection.
4. All prohibited, exotic and invasive species shall be removed from the entire site prior to issuance of certificate of occupancy.
5. Planting adjacent to fire hydrants is to have a minimum clear radius of 7.5' as required by the NFPA Uniform Fire Code Florida Edition 18.3.4.1 Hydrants. All fire hydrants and fire check valves shall have a minimum of 7.5' from the front and sides with 4' from the rear to all landscape material per the Florida Fire Prevention Code.

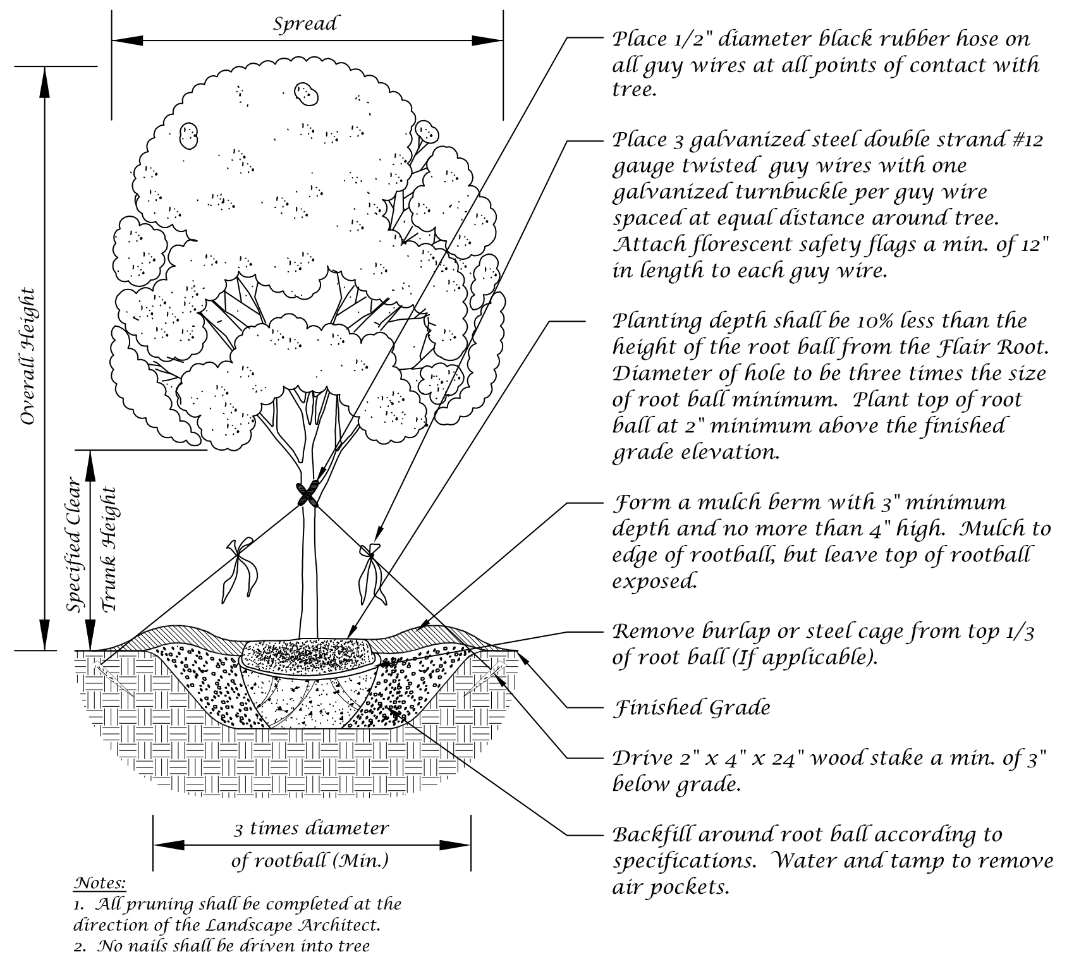
Landscape Details


Spread
Overall Height
Specified Clear Trunk Height
3 times diameter of rootball (Min.)
(5) 2" x 4" x 18" wood battens to be evenly spaced around trunk of tree. A minimum of (5) five wraps of burlap are to be placed under the battens to prevent marring or damage to the trunk. The height of the battens shall be located in relation to the height of the tree for adequate bracing. No batten is to be nailed to the tree. Battens are to be banded with a minimum of (2) two 3/4" high carbon steel bands.
Minimum of (3) three 4" x 4" wood braces evenly spaced around tree to be toe nailed to wood battens. Attach florescent safety flags a min. of 12" in length to each wood brace.
Planting depth shall be 10% less than the height of the root ball from the Flair Root. Diameter of hole to be three times the size of root ball minimum. Plant top of root ball at 2" minimum above the finished grade elevation.
Form a mulch berm with 3" minimum depth and no more than 4" high. Mulch to edge of rootball, but leave top of rootball exposed.
Remove burlap or steel cage from top 1/3 of root ball (If applicable).
Finished Grade
Drive 2" x 4" x 24" wood stake a min. of 3" below grade.
Backfill around root ball according to specifications. Water and tamp to remove air pockets.

Notes:
1. All pruning shall be completed at the direction of the Landscape Architect.
2. No nails shall be driven into tree

Large Tree Planting Detail (5" Caliper or Greater)

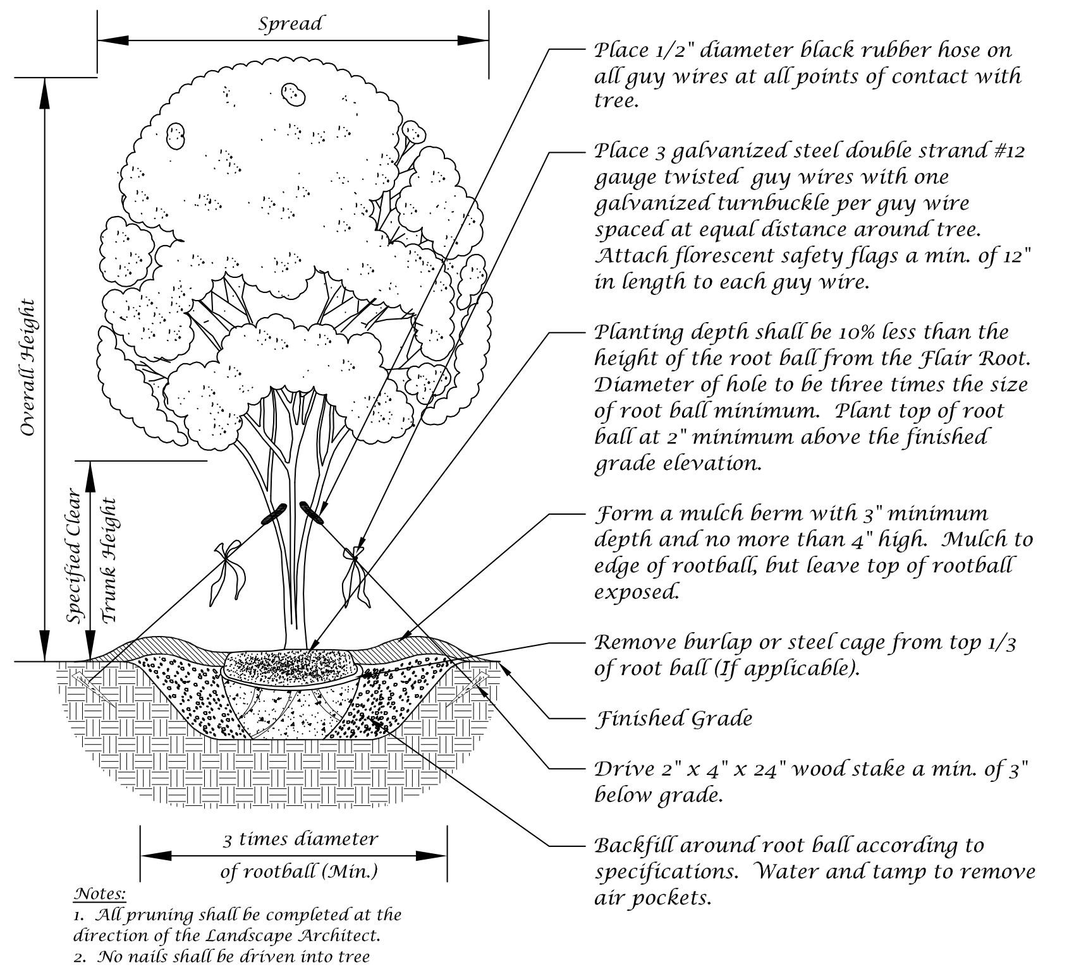
Not to Scale


Spread
Overall Height
Specified Clear Trunk Height
3 times diameter of rootball (Min.)
Place 1/2" diameter black rubber hose on all guy wires at all points of contact with tree.
Place 3 galvanized steel double strand #12 gauge twisted guy wires with one galvanized turnbuckle per guy wire spaced at equal distance around tree. Attach florescent safety flags a min. of 12" in length to each guy wire.
Planting depth shall be 10% less than the height of the root ball from the Flair Root. Diameter of hole to be three times the size of root ball minimum. Plant top of root ball at 2" minimum above the finished grade elevation.
Form a mulch berm with 3" minimum depth and no more than 4" high. Mulch to edge of rootball, but leave top of rootball exposed.
Remove burlap or steel cage from top 1/3 of root ball (If applicable).
Finished Grade
Drive 2" x 4" x 24" wood stake a min. of 3" below grade.
Backfill around root ball according to specifications. Water and tamp to remove air pockets.

Notes:
1. All pruning shall be completed at the direction of the Landscape Architect.
2. No nails shall be driven into tree

Tree Planting Detail

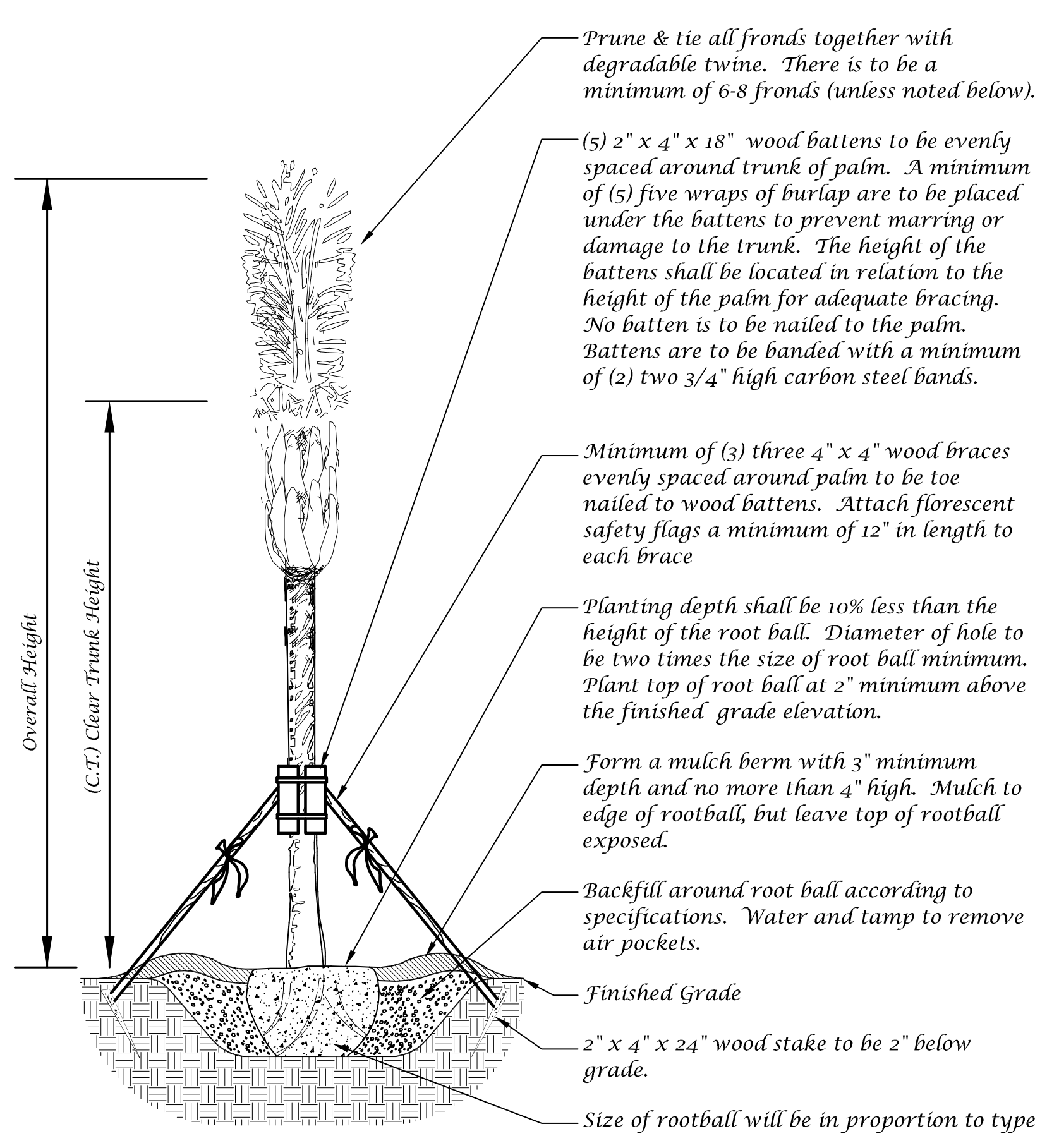
Not to Scale


Spread
Overall Height
Specified Clear Trunk Height
3 times diameter of rootball (Min.)
Place 1/2" diameter black rubber hose on all guy wires at all points of contact with tree.
Place 3 galvanized steel double strand #12 gauge twisted guy wires with one galvanized turnbuckle per guy wire spaced at equal distance around tree. Attach florescent safety flags a min. of 12" in length to each guy wire.
Planting depth shall be 10% less than the height of the root ball from the Flair Root. Diameter of hole to be three times the size of root ball minimum. Plant top of root ball at 2" minimum above the finished grade elevation.
Form a mulch berm with 3" minimum depth and no more than 4" high. Mulch to edge of rootball, but leave top of rootball exposed.
Remove burlap or steel cage from top 1/3 of root ball (If applicable).
Finished Grade
Drive 2" x 4" x 24" wood stake a min. of 3" below grade.
Backfill around root ball according to specifications. Water and tamp to remove air pockets.

Notes:
1. All pruning shall be completed at the direction of the Landscape Architect.
2. No nails shall be driven into tree

Multi-Trunk Tree Planting Detail

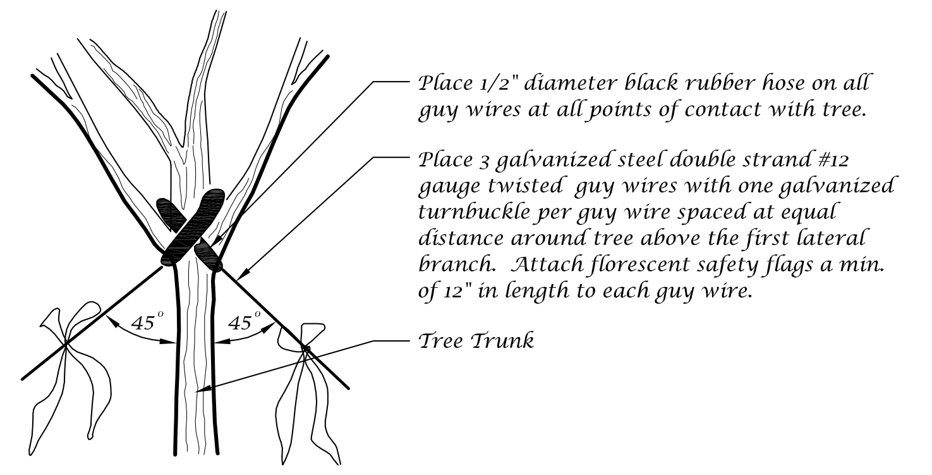
Not to Scale


Overall Height
(C.T.) Clear Trunk Height
Prune & tie all fronds together with degradable twine. There is to be a minimum of 6-8 fronds (unless noted below).
(5) 2" x 4" x 18" wood battens to be evenly spaced around trunk of palm. A minimum of (5) five wraps of burlap are to be placed under the battens to prevent marring or damage to the trunk. The height of the battens shall be located in relation to the height of the palm for adequate bracing. No batten is to be nailed to the palm. Battens are to be banded with a minimum of (2) two 3/4" high carbon steel bands.
Minimum of (3) three 4" x 4" wood braces evenly spaced around palm to be toe nailed to wood battens. Attach florescent safety flags a minimum of 12" in length to each brace
Planting depth shall be 10% less than the height of the root ball. Diameter of hole to be two times the size of root ball minimum. Plant top of root ball at 2" minimum above the finished grade elevation.
Form a mulch berm with 3" minimum depth and no more than 4" high. Mulch to edge of rootball, but leave top of rootball exposed.
Backfill around root ball according to specifications. Water and tamp to remove air pockets.
Finished Grade
2" x 4" x 24" wood stake to be 2" below grade.
Size of rootball will be in proportion to type and size of palm, in accordance with Florida Grades and Standards for Nursery Plants Part I & II Latest Edition.

Notes:
1. Hurricane cut Sabal Palms are acceptable.
2. All Washingtonia and Sabal Palms to be booted unless otherwise noted in plant list.
3. Palms with burned or marred trunks will not be accepted.

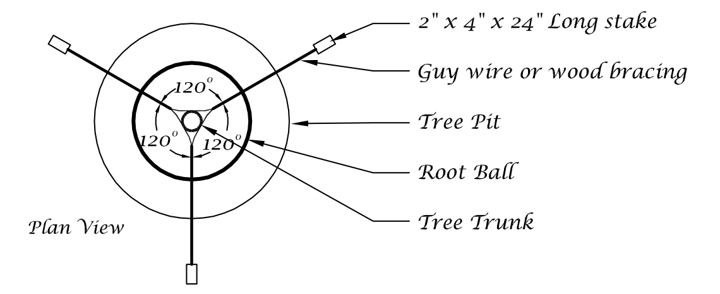
Palm Planting Detail

Not to Scale


45°
45°
Place 1/2" diameter black rubber hose on all guy wires at all points of contact with tree.
Place 3 galvanized steel double strand #12 gauge twisted guy wires with one galvanized turnbuckle per guy wire spaced at equal distance around tree above the first lateral branch. Attach florescent safety flags a min. of 12" in length to each guy wire.
Tree Trunk

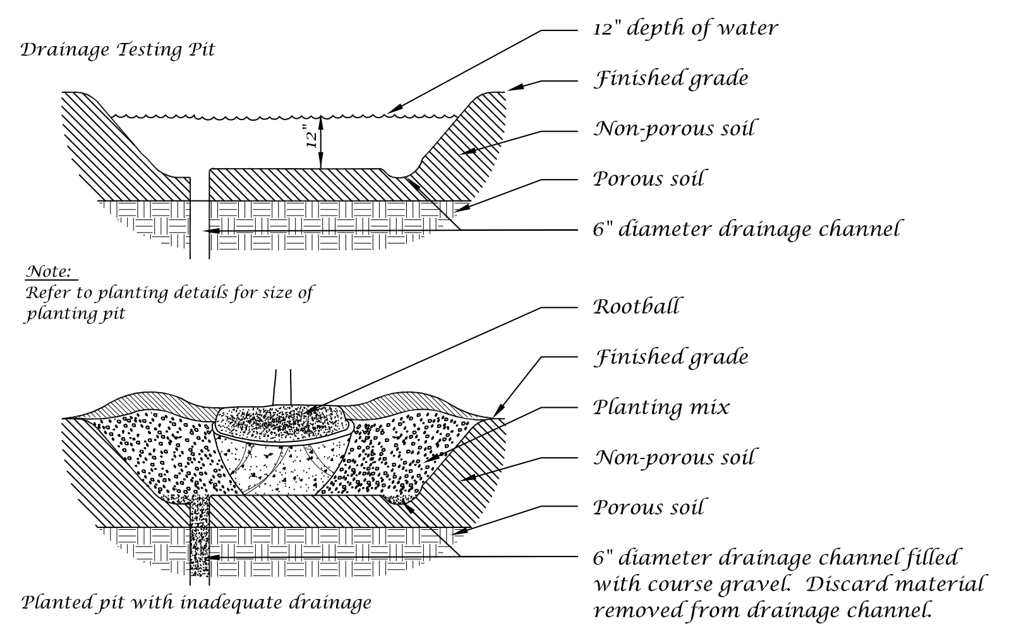
Guy Wire Attachment Detail

Not to Scale


120°
120°
120°
2" x 4" x 24" Long stake
Guy wire or wood bracing
Tree Pit
Root Ball
Tree Trunk
Plan View

Staking Detail

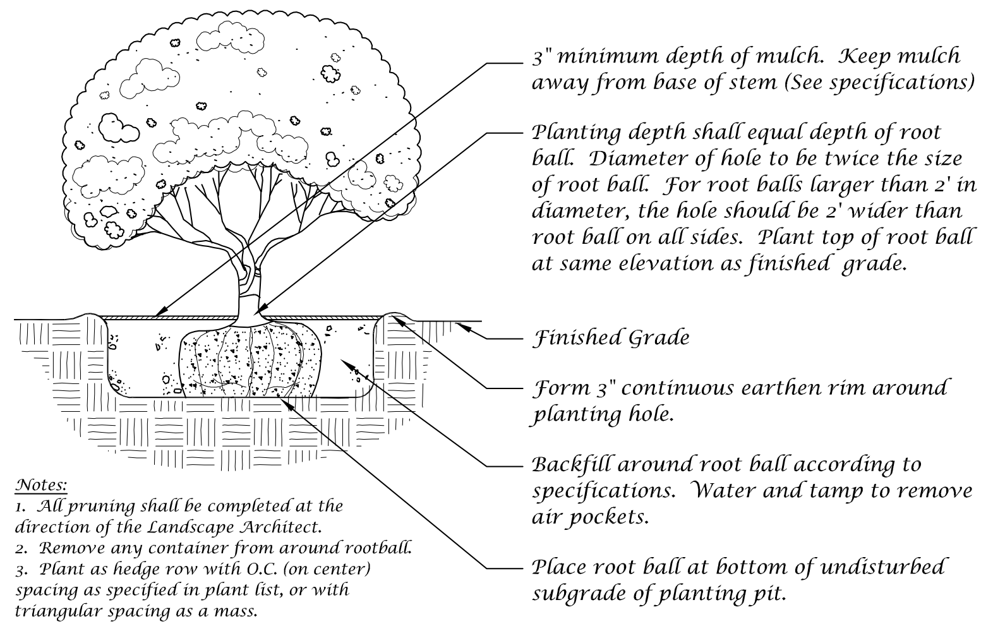
Not to Scale


Drainage Testing Pit
12"
12" depth of water
Finished grade
Non-porous soil
Porous soil
6" diameter drainage channel
Rootball
Finished grade
Planting mix
Non-porous soil
Porous soil
6" diameter drainage channel filled with course gravel. Discard material removed from drainage channel.
Planted pit with inadequate drainage

Note:
Refer to planting details for size of planting pit

Drainage Testing Detail

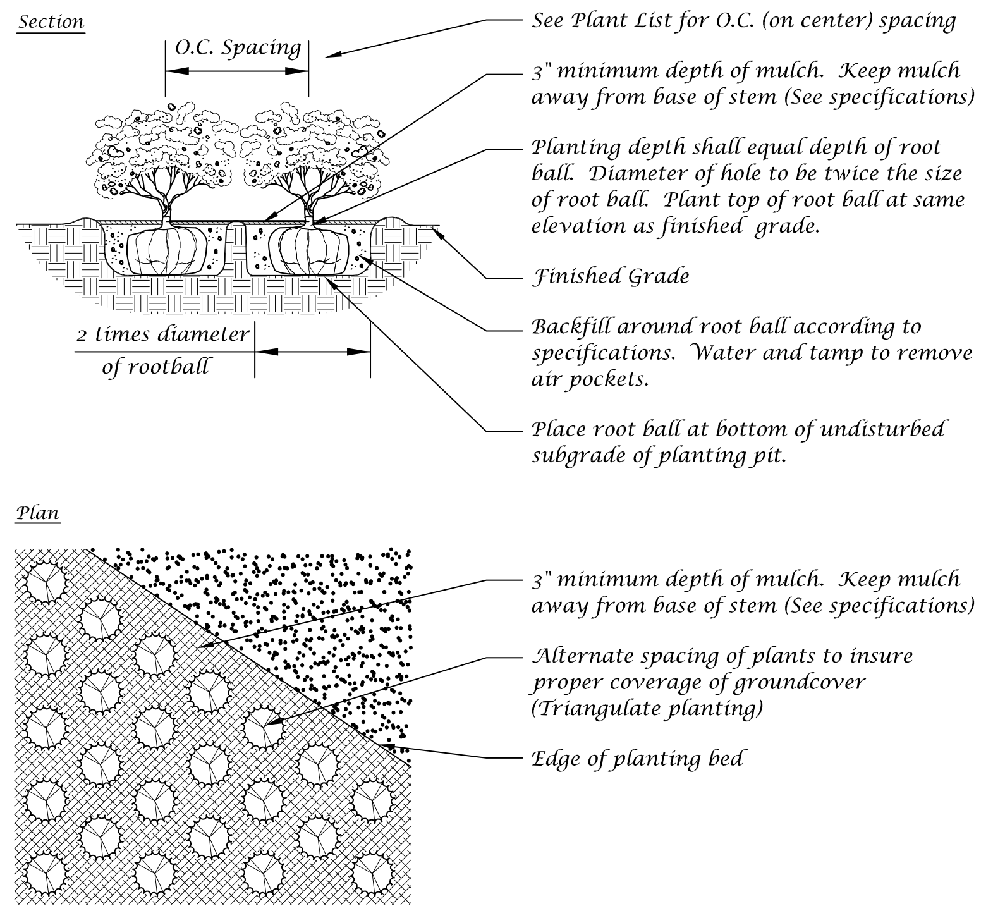
Not to Scale


3" minimum depth of mulch. Keep mulch away from base of stem (See specifications)
Planting depth shall equal depth of root ball. Diameter of hole to be twice the size of root ball. For root balls larger than 2' in diameter, the hole should be 2' wider than root ball on all sides. Plant top of root ball at same elevation as finished grade.
Finished Grade
Form 3" continuous earthen rim around planting hole.
Backfill around root ball according to specifications. Water and tamp to remove air pockets.
Place root ball at bottom of undisturbed subgrade of planting pit.

Notes:
1. All pruning shall be completed at the direction of the Landscape Architect.
2. Remove any container from around rootball.
3. Plant as hedge row with O.C. (on center) spacing as specified in plant list, or with triangular spacing as a mass.

Shrub Detail

Not to Scale


Section
O.C. Spacing
2 times diameter of rootball
See Plant List for O.C. (on center) spacing
3" minimum depth of mulch. Keep mulch away from base of stem (See specifications)
Planting depth shall equal depth of root ball. Diameter of hole to be twice the size of root ball. Plant top of root ball at same elevation as finished grade.
Finished Grade
Backfill around root ball according to specifications. Water and tamp to remove air pockets.
Place root ball at bottom of undisturbed subgrade of planting pit.
Plan
3" minimum depth of mulch. Keep mulch away from base of stem (See specifications)
Alternate spacing of plants to insure proper coverage of groundcover (Triangulate planting)
Edge of planting bed

Ground Cover Detail

Not to Scale

Conceptual Design Group, Inc.
Landscape Architecture - Site Planning
900 East Ocean Boulevard, Suite 130d
Stuart, Florida 34994
(772) 344-2340
LA: 0001635

Redhawk Rebar Facility

4201 Bandy Boulevard
Fort Pierce, St. Lucie County, Florida

County Project Number:

Jeffrey W. Smith, RLA
Florida Registration Number:
LA 0001635

Job No.	23-1103
Drawn By	JWS
Submittal Dates	3-6-2025
	8-7-2025
Revision Dates	
New Base	8-7-2025

These drawings are the property of the landscape architect and are not to be used for other projects except by written permission from the landscape architect. Report any discrepancies immediately to the landscape architect.

Landscape Plan

Sheet L-2 of 2

DETAILED PROJECT DESCRIPTION

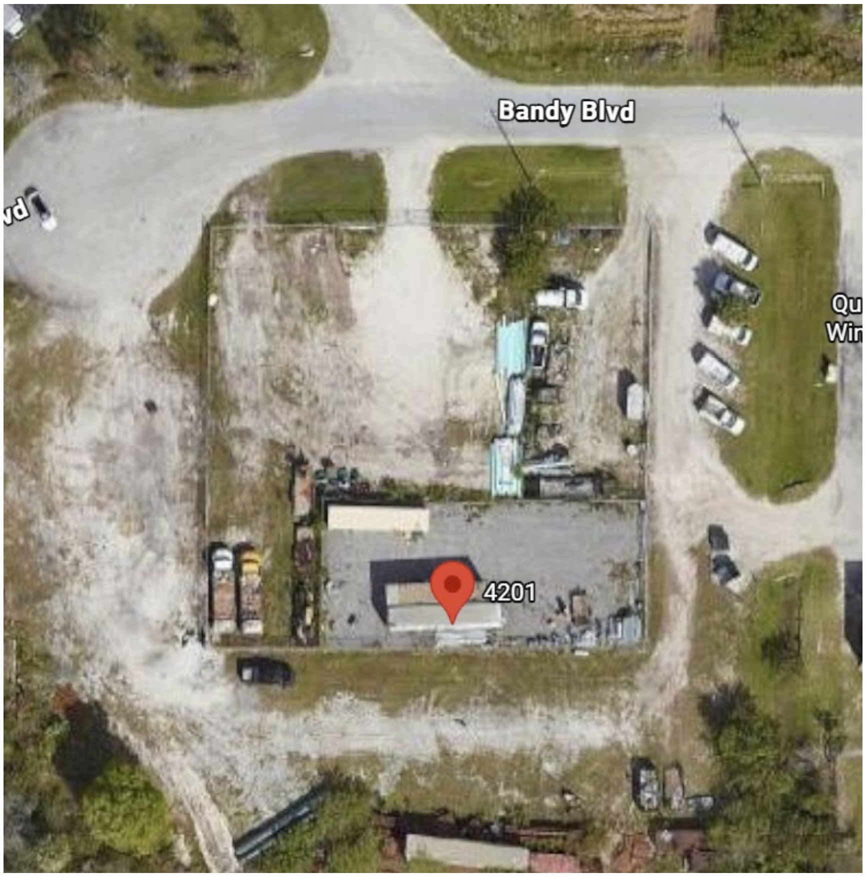
4201 BANDY BOULEVARD
FT. PIERCE, FLORIDA 34981
REDHAWK REBAR MANUFACTURING PLANT

Approximately 2.92 acres of the parcel located at 4201 Bandy Boulevard, Ft. Pierce, Florida 34981 (the "Property") is being developed for the purpose of industrial uses that comply with all applicable zoning ordinances, building restrictions and regulations (the "Project").

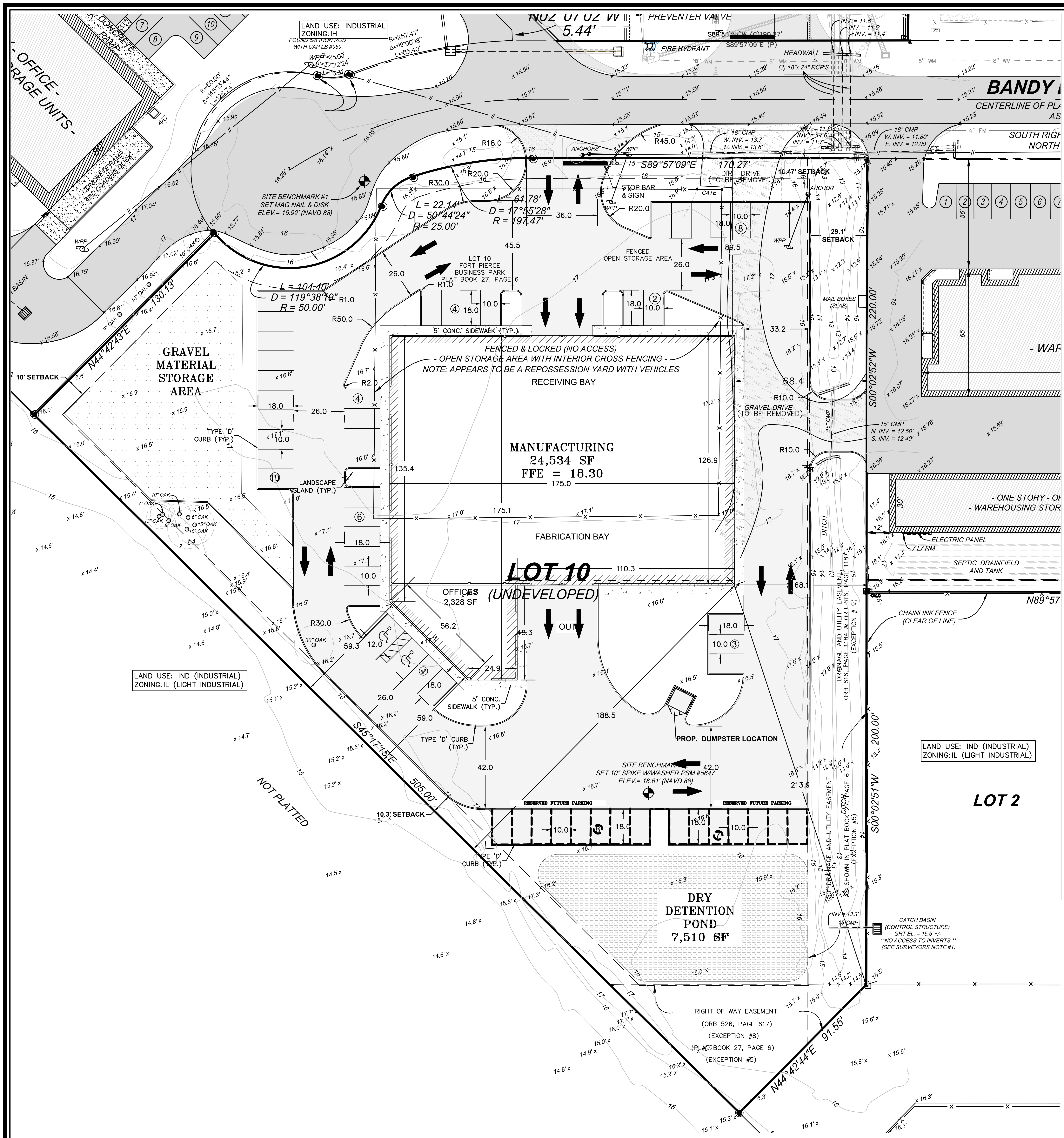
The purpose of the Project is to operate and maintain a 24,534 SF steel reinforcement fabricating plant to produce concrete reinforcement components. The current property is used for vehicle storage. The operator will meet or exceed all City of Ft. Pierce requirements (i.e., dust control, noise requirements, etc.) and any other criteria, ordinances and regulations, when operating the asphalt plant.

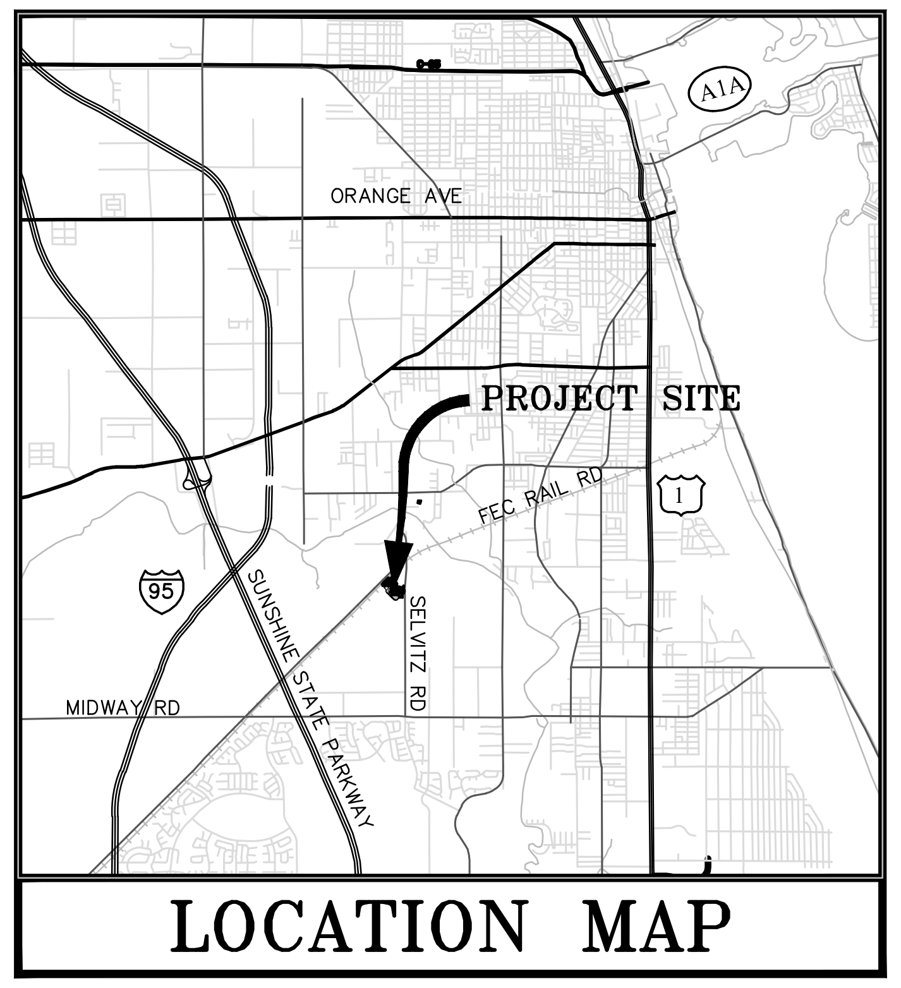
The hours of operation will primarily be 7AM to 7PM Monday through Saturday. The fabricating operations will primarily be conducted within the proposed building and outdoor operations limited to off-loading and handling of raw materials.

The Project brings value to the Ft. Pierce area. The plant will hire employees who reside in the area, utilize local trucking for both completed products and raw material deliveries..

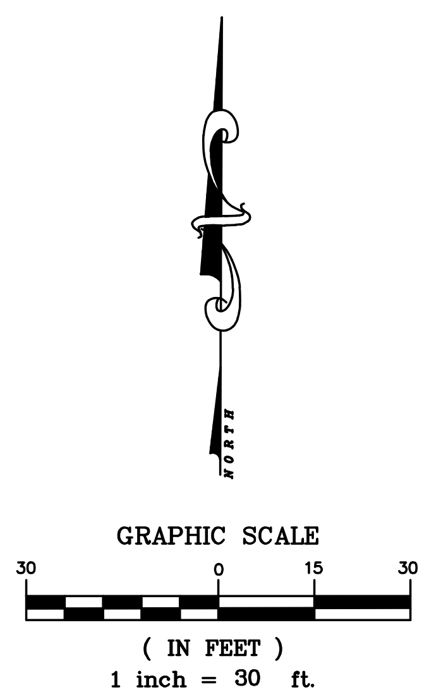


4201 Redhawk Rebar Fabrication Plant


BANDY
CENTERLINE OF PLA
SOUTH RIGH
NORTH
LAND USE: INDUSTRIAL
ZONING: IH
GRAVEL MATERIAL STORAGE AREA
MANUFACTURING
24,534 SF
FFE = 18.30
RECEIVING BAY
FABRICATION BAY
OFFICES 2,328 SF
LOT 10 (UNDEVELOPED)
FENCED & LOCKED (NO ACCESS) - OPEN STORAGE AREA WITH INTERIOR CROSS FENCING - NOTE: APPEARS TO BE A REPOSSESSION YARD WITH VEHICLES
FENCED OPEN STORAGE AREA
LOT 10 FORT PIERCE BUSINESS PARK PLAT BOOK 27, PAGE 6
SITE BENCHMARK #1 SET MAG NAIL & DISK ELEV.= 15.92' (NAVD 88)
SITE BENCHMARK SET 10" SPIKE W/WASHER PSM #5647 ELEV.= 16.61' (NAVD 88)
PROP. DUMPSTER LOCATION
RESERVED FUTURE PARKING
DRY DETENTION POND 7,510 SF
LAND USE: IND (INDUSTRIAL) ZONING: IL (LIGHT INDUSTRIAL)
LOT 2
NOT PLATTED
10' SETBACK
29.1' SETBACK
10.47' SETBACK
10.3' SETBACK
S89°57'09"E 170.27'
S00°02'52"W 220.00'
S00°02'51"W 200.00'
N44°42'43"E 130.13'
S45°17'15"E 505.00'
N44°42'44"E 91.55'
L = 104.40' D = 119°38'19" R = 50.00'
L = 22.14' D = 50°44'24" R = 25.00'
L = 61.78' D = 17°55'28" R = 197.47'
DIRT DRIVE (TO BE REMOVED)
GRAVEL DRIVE (TO BE REMOVED)
STOP BAR & SIGN
GATE
FIRE HYDRANT
HEADWALL
MAIL BOXES (SLAB)
ELECTRIC PANEL
ALARM
SEPTIC DRAINFIELD AND TANK
CHAINLINK FENCE (CLEAR OF LINE)
CATCH BASIN (CONTROL STRUCTURE) GRT EL. = 15.5' ** NO ACCESS TO INVERTS ** (SEE SURVEYORS NOTE #1)
RIGHT OF WAY EASEMENT (ORB 526, PAGE 617) (EXCEPTION #8) (PLAT BOOK 27, PAGE 6) (EXCEPTION #5)
DRAINAGE AND UTILITY EASEMENT (ORB 618, PAGE 1187) (EXCEPTION #9)
DRAINAGE AND UTILITY EASEMENT AS SHOWN IN PLAT BOOK 27, PAGE 6 (EXCEPTION #5)
- ONE STORY - OF
- WAREHOUSING STOR
- WAR
TYPE 'D' CURB (TYP.)
5' CONC. SIDEWALK (TYP.)
LANDSCAPE ISLAND (TYP.)
OUT
N89°57


A1A
ORANGE AVE
PROJECT SITE
FEC RAIL RD
95
1
SUNSHINE STATE PARKWAY
SELVITZ RD
MIDWAY RD

LOCATION MAP


GRAPHIC SCALE
30
0
15
30
(IN FEET)
1 inch = 30 ft.

SITE DATA TABLE

Owner/Applicant:
Red Hawk Rebar Holdings LLC
2347, Biscayne Blvd
Unit R4-U
Miami, FL 33147
Phone: 786-879-0311

Architect:
David Trautman
Trautman Architecture
(305) 669-5160 :Work
(305) 898-9098 :Mobile
david@ballitrautman.com

Landscape Architect:
Jeffrey W. Smith
Conceptual Design Group, Inc.
900 East Ocean Boulevard, Suite 13
Stuart, Flordia 34994
(561) 371-1644 :Mobile
jscdginc@bellsouth.net

Engineer / Surveyor:
Culpepper & Terpening, Inc.
2980 South 25th. Street
Fort Pierce, FL 34981
Phone: 772-464-3537
Fax: 772-464-9497
www.ct-eng.com

Environmental Services
TBD

1.) **Project Name:**
Red Hawk Rebar Manufacturing Plant

2.) **Location:**
The project site is located at 4201 Bandy Boulevard, Ft. Pierce, Florida

3.) **Project Description:**
24,534 sq feet of Rebar Manufacturing / Storage & Distribution Facility

4.) **Sec/Town/Range:**
Section 31, Township 35 South, Range 40 East

5.) **Tax Map ID:**
24/31N

6.) **Parcel ID Numbers:**
2431-505-0010-000-3

7.) **Gross Site Area:**

2.92	acres		127,195	sq feet
2.92	acres	land above MHW	127,195	sq feet
0	acres	land below MHW	-	sq feet

8.) **Zoning:**

IL	Light Industrial	2.92	acres

9.) **Land Use:**

HI	Heavy Industrial	2.92	acres

10.) **Site Density/Intensity:**
N/A

11.) **Development Schedule:**
Start: Spring 2026
Complete: Spring 2027

12.) **Flood Zone:**
The project site is located in Flood Zone X (Area With Reduced Flood Risk), according to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map Number 12111C0188K, February 2, 2020.

13.) **Site Coverage^1:**

	acreage	sq feet	% of site	FAR^3
Buildings (all types)	0.56	24,534	19.3	0.231
Roadways/Parking	1.05	45,901	36.1	N/A
Conc. Paving	0.07	2,984	2.3	N/A
Total Impervious	1.69	73,419	57.7	
Material Storage Area	0.21	9,017	7.1	
Open Space/ Landscape/ Future Dev.	0.86	37,249	29.3	N/A
Retention (dry)	0.17	7,510	5.9	N/A
Total Site Area	2.92	127,195	100	

Notes:
1.) All areas are approximate and subject to change as part of final construction plans.
2.) Existing Site Facilities (2023) represent existing site conditions & Proposed Site Addition represents site area approved (but not yet constructed) per Colonial Engineering Site Plan Minor Corrections.
3.) FAR coverage based on total bldg sq ft/ gross lot area.

14.) **Parking: Expansion Area**

Area			Total Required	Spaces Provided	Typical/ADA
Manufacturing	24,534 SF	(1.66/1000)	41	41	2
			Future reserved parking	15	

Per Fort Pierce zoning code sec 125-315- Off-street parking and loading

15.) **Building Hgt.:**
Maximum Building Hgt. 80' Proposed Building Hgt. (max) 35'-6"

16.) **Building Setbacks/Spacing (Min. Industrial):**

	Required	Provided
Front (as measured from Post Office Road)	50.0 ft	89.5 ft
South side	30.0 ft	59.3
West Side	30.0 ft	68.1
Rear (as measured from west property line)	40.0 ft	214 ft

17.) **Utility Service:**

Water Service (Utility)	FPUA	Electric Service	FPL
Sewage Service (Utility)	FPUA	Telcom Service (backbone)	ATT
Re-Use Water (Utility)	N/A	Cable Service (primary)	Comcast

All utility services will be placed underground.

18.) **Refuse Collection:**
Soild waste collectors will be through the use of on-site trash compactors and approved St. Lucie County Commercial Waste Haulers.

19.) **Site Lighting:**
Site lighting of the parking and site storage areas will be provided through a combinantion of wall-mounted fixtures on the side of the buildings or through the placement of several indepenent poles located along the perimeter of the travel way and site storage area. All on-site lighting wll comply with the CIty footcanlde requirement.

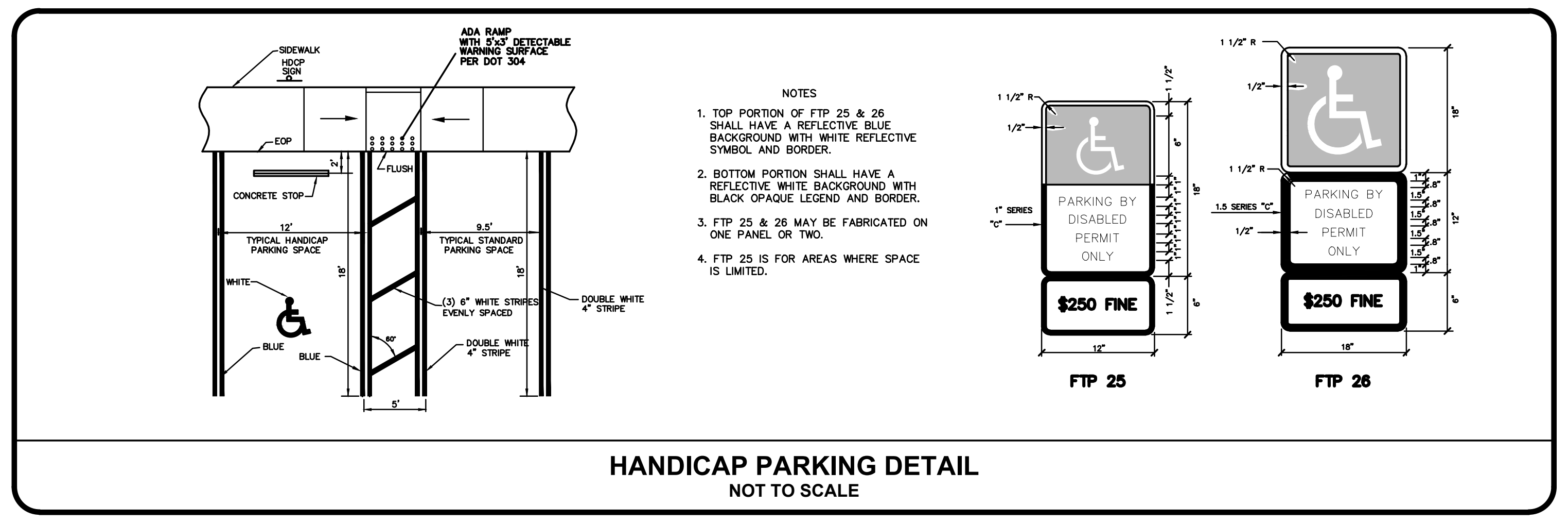
20.) **Site Drainage (preliminary):**
The existing drainage system shall be utilized and a new dry detention system will be constructed to provide for the additional construction. Storm drainage facilities shall conform to Chapter 17 of the Ft. Pierce Code of Ordinance and Standard Specifications adopted by the City Commision February 13. 1978.

21.) **Traffic Statement:**
Trip Generation based upon Institute of Transportation Engineers (ITE) Code 140 (11th Edition)

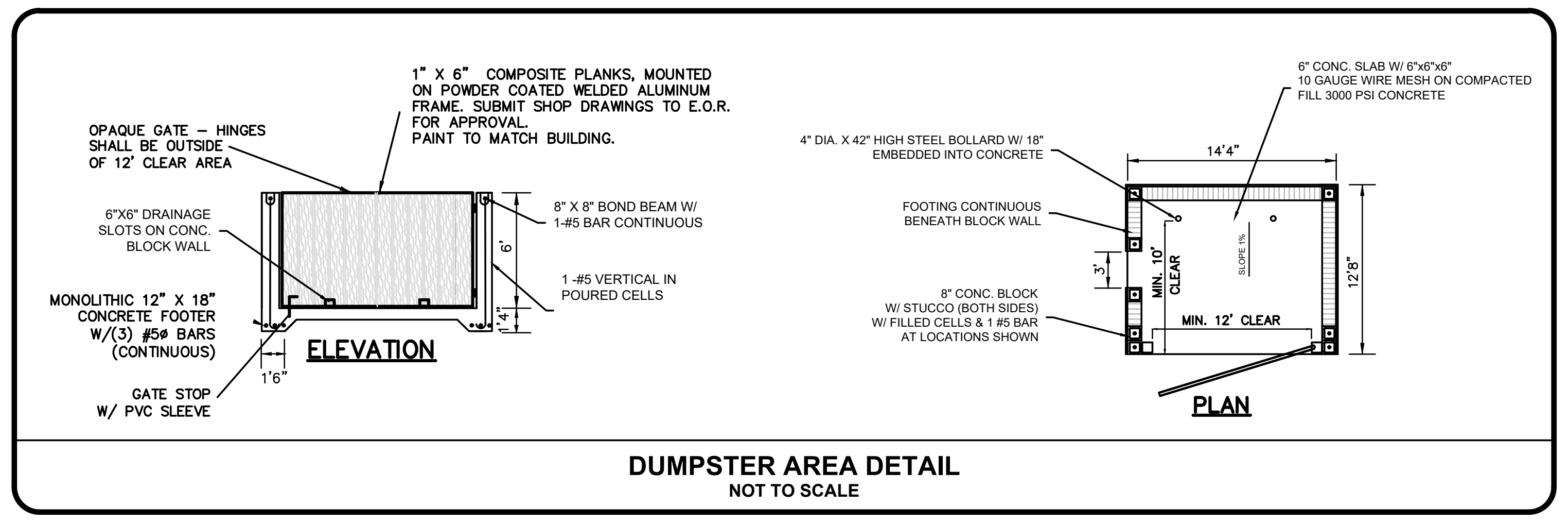
	Average rate
Weekday AM peak	20
Weekday PM peak	20

LEGEND

━━━	PROJECT BOUNDARY
— - - —	SECTION LINE
———	LOT LINE
— — —	SETBACK
▬ ▬ ▬	BASIN LINE
- - - -	EXISTING CONCRETE
= = = =	EXISTING CULVERT
— FZ —	FLOOD ZONE LIMITS
— — X — —	EXISTING FENCE
—— ——	EXISTING EASEMENT
— 20 —	EXISTING CONTOURS
× 60.0	EXISTING ELEVATION
- - - -	EXISTING PATHWAYS
— — TOB — —	EXISTING TOP OF BANK
— — OHU — —	EXISTING OVERHEAD UTILITY LINE
◇	EXISTING UTILITY POLE (WOOD)
⬚	EXISTING BUILDING
— 60 —	PROPOSED MAJOR CONTOURS
— 59 —	PROPOSED MINOR CONTOURS
— GAS —	EXISTING GAS LINE
▨	ACCESS EASEMENT
———	CURB
— — —	BOUNDARY OF REMOVAL
▩	PROPOSED HEAVY DUTY ASPHALT
✱	EXISTING FIRE HYDRANT
▒	EXISTING CONCRETE
▥	EXISTING CATCH BASIN


SIDEWALK
ADA RAMP WITH 2'x4' DETECTABLE WARNING SURFACE PER DOT 304
CONCRETE STOP
TYPICAL HANDICAP PARKING SPACE
TYPICAL STANDARD PARKING SPACE
FLUSH
DOUBLE WHITE 4" STRIPE
NOTES
1. TOP PORTION OF FTP 25 & 26 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. FTP 25 & 26 MAY BE FABRICATED ON ONE PANEL OR TWO.
4. FTP 25 IS FOR AREAS WHERE SPACE IS LIMITED.
PARKING BY DISABLED PERMIT ONLY
$250 FINE
FTP 25
FTP 26

HANDICAP PARKING DETAIL
NOT TO SCALE


OPAQUE GATE - HINGES SHALL BE OUTSIDE OF 12' CLEAR AREA
6"X6" DRAINAGE SLOTS ON CONC. BLOCK WALL
MONOLITHIC 12" X 18" CONCRETE FOOTER W/(3) #5 BARS (CONTINUOUS)
GATE STOP W/ PVC SLEEVE
1" X 6" COMPOSITE PLANKS, MOUNTED ON POWDER COATED WELDED ALUMINUM FRAME. SUBMIT SHOP DRAWINGS TO E.O.R. FOR APPROVAL. PAINT TO MATCH BUILDING.
8" X 8" BOND BEAM W/ 1-#5 BAR CONTINUOUS
1-#5 VERTICAL IN POURED CELLS
ELEVATION
6" CONC. SLAB W/ 6"x6"x6" 10 GAUGE WIRE MESH ON COMPACTED FILL 3000 PSI CONCRETE
4" DIA. X 42" HIGH STEEL BOLLARD W/ 18" EMBEDDED INTO CONCRETE
FOOTING CONTINUOUS BENEATH BLOCK WALL
8" CONC. BLOCK W/ STUCCO (BOTH SIDES) W/ FILLED CELLS & 1 #5 BAR AT LOCATIONS SHOWN
MIN. 12' CLEAR
14'4"
12'6"
PLAN

DUMPSTER AREA DETAIL
NOT TO SCALE

P:\Pro-2023\23-041.001 Redhawk II\Eng\23-041.001 Redhawk Site Plan Alternate.dwg Plotted: 9/10/2025 3:12 PM By: ALEXANDER WILLIAMS

COMPUTER FILE REF.	FIELD BK./PG.

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

- REVISIONS -	BY	DATE
TRC REVIEW COMMENTS REVISIONS	AW	9/10/25
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	BY	DATE
DESIGNED	####	####
CALCS.	####	2/6/25
DRAWN	AW	2/6/25
DETAILED	AW	TBD3
CHECKED	####	TBD2
APPROVED	####	TBD1

REDHAWK II REBAR FACILITY

SITE PLAN

DATE: 2/6/25
HORIZ. SCALE: 1"=30'
VERT. SCALE: N/A
JOB No. 23-041.001
SHEET 1 of 1

BOUNDARY SURVEY

LYING IN

SECTION 31 - TOWNSHIP 35 SOUTH - RANGE 40 EAST
ST. LUCIE COUNTY, FLORIDA

KEY SHEETS

SHEET 1 OF 2
BOUNDARY SURVEY (LOTS 3, 9 & 10) WITH ADDRESSED TITLE WORK

SHEET 2 OF 2
TOPOGRAPHIC SURVEY (LOT 10) FOR FUTURE DEVELOPEMENT

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.
LOT 8
NOT A PART
LOT 9
LOT 10
(UNDEVELOPED - VACANT LAND)
** SEE SHEET 2 OF 2 FOR TOPOGRAPHY **
LOT 3
LOT 4
LOT 2
BANDY BOULEVARD
CENTERLINE OF PLATTED 60 FOOT RIGHT OF WAY
NORTH RIGHT OF WAY LINE
SELVITZ ROAD
STATE ROAD NO. S-611-B
AS PER S.R.D. R/W MAP SECTION 94631-2605
CENTERLINE OF FLORIDA EAST COAST RAILWAY
EAST R/W OF THE FLORIDA EAST COAST RAILWAY AND THE WEST LINE OF LOT 9
N44°42'46"E 310.00'
N45°17'14"W 456.65'
NORTHEASTERLY LINE OF LOT 9
SOUTHWESTERLY LINE OF LOT 8
S45°17'15"E 420.93'
SOUTHWESTERLY LINE OF LOT 9
N44°42'43"E 130.13'
COMMON PROPERTY LINE BETWEEN LOTS 9 AND 10
S45°17'15"E 505.00'
SOUTHWESTERLY LINE OF LOT 10
VACANT LAND AND UNPLATTED
N44°42'44"E 91.55'
S89°57'09"E 170.27'
S89°57'09"E 295.00'
N89°57'09"W 320.00'
S00°02'52"W 220.00'
S00°02'51"W 195.00'
S00°02'51"W 200.00'
420.00'
N02°07'02"W 5.44'
D = 145°13'44" R = 50.00' L = 126.74'
D = 37°22'24" R = 25.00' L = 16.31'
D = 19°00'18" R = 257.47' L = 85.40'
D = 119°38'19" R = 50.00' L = 104.40'
D = 50°44'24" R = 25.00' L = 22.14'
D = 17°55'28" R = 197.47' L = 61.78'
D = 90°00'00" R = 25.00' L = 39.27'
- ONE STORY - OFFICE - WAREHOUSING STORAGE UNITS -
ASPHALT PAVEMENT
ASPHALT PAVEMENT (CUL-DE-SAC)
CATCH BASIN
SEPTIC DRAINFIELD RAISED
FENCED OPEN STORAGE AREA
GRAVEL DRIVE
FOUND 4"x4" CONCRETE MONUMENT (NO ID)
FOUND 5/8" IRON ROD (NO ID)
FOUND 5/8" IRON ROD WITH SMASHED CAP
FND 5/8" IRON ROD WITH CAP PSM #5647
FOUND (2) M.N.D.'S PSM #4049 1.0'W 0.4'N
JOINT DRIVEWAY EASEMENT ORB 2678, PAGE 1618 INGRESS & EGRESS TO BANDY BLVD.
AMENDMENT TO GRANT OF EASEMENT ORB 2837, PAGE 1203 (EXCEPTION #19)
10' UTILITY EASEMENT ORB 2678, PAGE 1626 (EXCEPTION #18)
EASEMENT FOR THE BENEFIT OF FORT PIERCE UTILITIES AUTHORITY ORB 836, PAGE 1566 (EXCEPTION #12)
DETAIL OF EASEMENT FOR THE BENEFIT OF FORT PIERCE UTILITIES AUTHORITY ORB 836, PAGE 1566 (EXCEPTION #12)
EASEMENT TIE
BUILDING TIE
SITE (LOT 3) UNDER CONSTRUCTION
50' UTILITY AND DRAINAGE EASEMENT PLAT BOOK 27, PAGE 6 (EXCEPTION #9)
RESOLUTION NO. 90-34 ORB 686, PG 2773 (EXCEPTION # 10)
COVERED CONCRETE OFFICE ENTRIES (TYPICAL)
SOUTH RIGHT OF WAY LINE NORTH LINE LOT 3
SOUTH LINE LOT 3
EAST LINE LOT 3
WEST LINE LOT 3
EAST LINE LOT 10
6' UTILITY EASEMENT ORB 616, PAGE 1184 & ORB 616, PAGE 1187 (NOT ADDRESSED IN TITLE COMMITMENT)
24' F.P.L. EASEMENT (PLAT BOOK 27, PAGE 6) (EXCEPTION #9)
30' DRAINAGE AND UTILITY EASEMENT AS SHOWN IN PLAT BOOK 27, PAGE 6 (EXCEPTION #9)
NOT PART OF COMMITMENT (ORB 526, PAGE 617)
RIGHT OF WAY EASEMENT (PLAT BOOK 27, PAGE 6) (EXCEPTION #9)
PLATTED AS - TRACT "R" (PLAT BOOK 27, PAGE 6) (EXCEPTION #9)
NOTE: TRACT "R" AS SHOWN ON PLAT IS UNDEFINED IN THE DEDICATION AS TO THE USE.
EAST LINE OF SECTION 31-35-40
BUSINESS PARK SIGN
FIRE HYDRANT
BACK FLOW PREVENTER VALVE
CHAINLINK FENCE (CLEAR OF LINE)
SEPTIC DRAINFIELD AND TANK
ELECTRIC PANEL ALARM
MAIL BOXES (SLAB)

LEGAL DESCRIPTION:

LOTS 3, 9, AND 10, FORT PIERCE BUSINESS PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27, PAGE 6, OF THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA.

TOGETHER WITH JOINT DRIVEWAY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2678, PAGE 1618 WITH AMENDMENT TO GRANT OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2837, PAGE 1203.

FLOOD ZONE NOTE:

LANDS SHOWN HEREON ARE LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION OF "X" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NO. 12111C0188K (CITY OF FORT PIERCE 120286), DATED FEBRUARY 19, 2020.

TITLE REVIEW:

LANDS SHOWN HEREON WERE ABSTRACTED FOR RESTRICTIONS, EASEMENTS, AND/OR RIGHTS OF WAY OF RECORD PER DOMA TITLE INSURANCE, INC., COMMITMENT NUMBER 2023-04622-FL, DATED: 9/29/2023 AT: 5:00 PM. EASEMENTS AND/OR RIGHTS OF WAY OF RECORD PER TITLE COMMITMENT THAT ARE PLOTTABLE ARE SHOWN ON THIS "BOUNDARY SURVEY".

SCHEDULE B - SECTION II

1. - 8. STANDARD EXCEPTIONS, NOT ADDRESSED.

9. ALL MATTERS SET FORTH ON THE PLAT OF FORT PIERCE BUSINESS PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 27, PAGE 6. - AFFECTS THE PROPERTY AND IS SHOWN ON SURVEY.

10. RESOLUTION NO. 89-145 RECORDED IN OFFICIAL RECORDS BOOK 645, PAGE 2842. - AFFECTS THE SUBJECT PROPERTIES WITH NO PLOTTABLE EASEMENTS.

11. RESOLUTION NO. 90-34 RECORDED IN OFFICIAL RECORDS BOOK 686, PAGE 2773. - AFFECTS LOT 3 AS SHOWN WITH NO PLOTTABLE EASEMENTS, BLANKET IN NATURE.

12. UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 836, PAGE 1566. - AFFECTS THE SUBJECT PROPERTY AND IS SHOWN ON THE SURVEY ALONG WITH A DETAIL. IT IS OF MY OPINION THAT THIS EASEMENT ONLY AFFECTS LOT 9 AND OVERLAPS INTO THE EXISTING BUILDING THAT IS DEPICTED ON THE SURVEY.

13. ORDINANCE NO. 95-039 RECORDED IN OFFICIAL RECORDS BOOK 981, PAGE 1615 AND OFFICIAL RECORDS BOOK 992, PAGE 2862. - NOT ADDRESSED AND IS NOT A SURVEY MATTER.

14. ORDINANCE NO. 99-001 RECORDED IN OFFICIAL RECORDS BOOK 1203, PAGE 1026. - NOT ADDRESSED AND IS NOT A SURVEY MATTER.

15. ORDINANCE NO. 00-002 RECORDED IN OFFICIAL RECORDS BOOK 1301, PAGE 2302. - NOT ADDRESSED AND IS NOT A SURVEY MATTER.

16. ORDINANCE NO. K-309 RECORDED IN OFFICIAL RECORDS BOOK 2125, PAGE 2189. - AFFECTS THE SUBJECT PROPERTY BUT NOT SUBJECT TO LOCATION, BLANKET IN NATURE.

17. RESTRICTIONS, COVENANTS, CONDITIONS, AND EASEMENTS, WHICH INCLUDE PROVISIONS FOR A PRIVATE CHARGE OR ASSESSMENT, AS CONTAINED IN THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR FORT PIERCE BUSINESS PARK RECORDED IN OFFICIAL RECORDS BOOK 2678, PAGE 1597, WITH FIRST AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR FORT PIERCE BUSINESS PARK RECORDED IN OFFICIAL RECORDS BOOK 2896, PAGE 2245. - ENCUMBERS FORT PIERCE BUSINESS PARK BUT IS NOT SUBJECT TO LOCATION. BLANKET IN NATURE AND NOT A SURVEY MATTER.

18. GRANT OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2678, PAGE 1626. - BENEFITS THE SUBJECT PROPERTY (LOT 9) AND IS SHOWN ON THE SURVEY.

19. JOINT DRIVEWAY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2678, PAGE 1618 WITH AMENDMENT TO GRANT OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2837, PAGE 1203. - BENEFITS THE SUBJECT PROPERTY (LOT 9) AND IS SHOWN ON THE SURVEY.

20. NOTICE OF ENVIRONMENTAL RESOURCE OR SURFACE WATER MANAGEMENT PERMIT RECORDED IN OFFICIAL RECORDS BOOK 3340, PAGE 2014. - NOT A SURVEY MATTER.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THIS SURVEY MAP AND/OR REPORT WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CW

CRAIG D. WATSON
PROFESSIONAL SURVEYOR AND MAPPER
NO. 5647 STATE OF FLORIDA

ACREAGE:

LOT 3 - 1.61 ACRES (4101 BANDY BOULEVARD)
LOT 9 - 2.94 ACRES (4240 BANDY BOULEVARD)
LOT 10 - 2.92 ACRES (4201 BANDY BOULEVARD)

CERTIFICATIONS:

1. RED HAWK REBAR LLC, A FLORIDA LIMITED LIABILITY COMPANY
2. GREENSPOON MARDER LLP
3. DOMA TITLE INSURANCE, INC.

WETLAND NOTE:

LIMITS OF JURISDICTIONAL WETLANDS, DITCHES, DRAINAGE WAYS, WATER FLOWS, AND/OR BODIES OF WATER, IF ANY, ARE NOT DETERMINED BY THIS SURVEY. CLIENT IS ADVISED TO CONTACT APPROPRIATE GOVERNING AGENCIES FOR POSSIBLE LIMITS OF JURISDICTION.

SURVEYOR'S NOTES:

1. THIS SITE LIES IN A PORTION OF SECTION 31, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST LUCIE COUNTY, FLORIDA.
2. ALL DOCUMENTS ARE RECORDED IN THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
3. BEARINGS HEREON ARE REFERRED TO AN ASSUMED VALUE OF S45°17'15"E ALONG THE SOUTHWESTERLY LINE OF THE PLATTED LOTS 9 AND 10.
4. THIS MAP IS INTENDED TO BE DISPLAYED AT THE GRAPHIC SCALE SHOWN HEREON OR SMALLER.
5. THE COORDINATES, BEARINGS AND DISTANCES SHOWN HEREON ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83 / 2011 ADJUSTMENT) AND WERE ESTABLISHED BY R.T.K. - G.P.S. USING THE TOPCON HIPER VR WITH THE VRS NETWORK AND VERIFIED BY MULTIPLE OCCUPATIONS ON THE PROJECT CONTROL POINTS.
6. THIS SURVEY WAS PERFORMED UTILIZING G.P.S.- R.T.K. AND TRADITIONAL SURVEY PROCEDURES WITH MULTIPLE MEASUREMENTS ON PROJECT CONTROL POINTS AND HAS A HORIZONTAL AND VERTICAL POSITIONAL TOLERANCE OF LESS THAN 0.10 FEET.
7. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON (COMMERCIAL/HIGH RISK); 1 FOOT IN 10,000 FEET.
8. SUBSURFACE OR UNDERGROUND UTILITIES HAVE NOT BEEN LOCATED AND ARE NOT A PART OF THIS SURVEY.
9. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
10. ADDITIONS OR DELETIONS TO THIS SURVEY MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
11. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
12. ALL BEARINGS AND DISTANCES SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE NOTED.
13. ALL MATTERS SHOWN ON RECORDED PLATS PROVIDED TO THE SURVEYOR ARE SHOWN ON THE SURVEY.
14. THERE IS NO OBSERVABLE EVIDENCE OF CURRENT EARTH MOVING WORK.
15. THERE IS NO OBSERVABLE EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
16. THERE IS NO OBSERVABLE EVIDENCE OF CHANGES IN STREET RIGHT OF WAY LINES AT THE TIME OF FIELD WORK.
17. THIS SURVEY AS SHOWN WAS PREPARED FOR COMMERCIAL PURPOSES ONLY PER CLIENTS REQUEST FOR FUTURE DRIVEWAY.

ABBREVIATIONS:

F.O. = FIBER OPTIC WITNESS POST
WPP = WOOD POWER POLE
CONC. = CONCRETE
P.P. = POWER POLE
L.P. = LIGHT POLE
ID = IDENTIFICATION
PSM = PROFESSIONAL LAND SURVEYOR
L.B. = LICENSED BUSINESS
CPP = CONCRETE POWER POLE
ORB = OFFICIAL RECORDS BOOK
PG. = PAGE
FND = FOUND
R/W = RIGHT OF WAY
M.N.D. = MAG NAIL AND DISK
ORB = OFFICIAL RECORDS BOOK
FPUA = FORT PIERCE UTILITY AUTHORITY

DATE	REVISIONS
6-24-25	TOPOGRAPHY SPECIFIC TO LOT 10 SHEET 2 OF 2

PREPARED FOR:
RED HAWK REBAR LLC
A FLORIDA LIMITED LIABILITY COMPANY

ADDRESSEES:
(LOT 3)
4101 BANDY BOULEVARD, FORT PIERCE, FL. 34981
(LOT 9)
4240 BANDY BOULEVARD, FORT PIERCE, FL. 34981
(LOT 10)
4201 BANDY BOULEVARD, FORT PIERCE, FL. 34981

CRAIG WATSON AND ASSOCIATES LLC
PROFESSIONAL SURVEYING MAPPING
130 S INDIAN RIVER DRIVE · SUITE 202 · FORT PIERCE, FLORIDA 34950
O 772-334-0867 C 772-260-0249 EMAIL craigwatson@live.com

130 S INDIAN RIVER DRIVE
SUITE 202
FT. PIERCE, FLORIDA 34950
PHONE 772-334-0868
CELL 772-260-0249

DATE: 09-02-2023
SCALE: 1"= 40
DWNG. BY C.D.W.
CHECKED BY: C.D.W.
JOB NUMBER: 23096

SHEET NUMBER
1 OF 2

LOT 9
- ONE STORY - OFFICE - - WAREHOUSING STORAGE UNITS -
RAISED CONCRETE SIDEWALK CONCRETE RAMP
ASPHALT PAVEMENT
CONCRETE
CATCH BASIN
CONCRETE RAMP AND LOADING DOCK
420.93'
LOT 4
10' UTILITY EASEMENT ORB 2678, PAGE 1626 (EXCEPTION #13)
BACK FLOW PREVENTER VALVE
FIRE HYDRANT
N02°07'02"W 5.44'
FOUND 5/8"IRON ROD WITH CAP LB #959
NORTH RIGHT OF WAY LINE
BANDY BOULEVARD
CENTERLINE OF PLATTED 60 FOOT RIGHT OF WAY
ASPHALT PAVEMENT
SOUTH RIGHT OF WAY LINE
NORTH LINE LOT 3
GUARD RAIL
HEADWALL
(3) 18"x 24" RCP'S
18" CMP W. INV. = 13.7' E. INV. = 13.6'
18" CMP W. INV. = 11.80' E. INV. = 12.00'
INV. = 11.6' INV. = 11.5' INV. = 11.4'
SITE BENCHMARK #1 SET MAG NAIL & DISK ELEV.= 15.92' (NAVD 88)
L = 22.14' D = 50°44'24" R = 25.00'
L = 61.78' D = 17°55'28" R = 197.47'
S89°57'09"E 170.27'
L = 104.40' D = 119°38'19" R = 50.00'
N44°42'43"E 130.13'
FENCED & LOCKED (NO ACCESS) - OPEN STORAGE AREA WITH INTERIOR CROSS FENCING - NOTE: APPEARS TO BE A REPOSSESSION YARD WITH VEHICLES
GATE
ANCHORS
WPP
GRAVEL DRIVE
MAIL BOXES (SLAB)
S00°02'52"W 220.00'
15" CMP N. INV. = 12.50' S. INV. = 12.40'
SET 5/8"IRON ROD WITH CAP PSM #5647
BUSINESS PARK SIGN
WELL
L.P.
STOP SIGN
CONCRETE HEADWALL
DRAINAGE PIPE
EAST LINE OF SECTION 31-35-40
SET 5/8"IRON ROD WITH CAP PSM #5647
D = 90°00'00" R = 25.00' L = 39.27'
LOT 3
- ONE STORY - OFFICE - - WAREHOUSING STORAGE UNITS -
231'
65'
COVERED CONCRETE OFFICE ENTRIES (TYPICAL)
CATCH BASIN
ASPHALT PAVEMENT
FIRE HYDRANT & CONCRETE APRON
EAST LINE LOT 3
S00°02'51"W 195.00'
- ONE STORY - OFFICE - - WAREHOUSING STORAGE UNITS -
247'
ELECTRIC PANEL
ALARM
SEPTIC DRAINFIELD AND TANK
CPP
SOUTH LINE LOT 3
N89°57'09"W 320.00'
50.00'
FOUND 4"x 4"CONCRETE MONUMENT (NO ID)
CHAINLINK FENCE (CLEAR OF LINE)
SELVITZ ROAD
STATE ROAD NO. 5-611-B AS PER S.R.D. R/W MAP SECTION 94631-2605
ASPHALT PAVEMENT
LOT 10 (UNDEVELOPED)
10" OAK
30" OAK
S45°17'15"E 505.00'
NOT PLATTED
SITE BENCHMARK #2 SET 10" SPIKE W/WASHER PSM #5647 ELEV.= 16.61' (NAVD 88)
DITCH
S00°02'51"W 200.00'
LOT 2
CATCH BASIN (CONTROL STRUCTURE) GRT EL. = 15.5' +/- **NO ACCESS TO INVERTS** (SEE SURVEYORS NOTE #1)
INV = 13.3' 15" CMP
FOUND 4"x 4"CONCRETE MONUMENT (NO ID)
N44°42'44"E 91.55'
NORTH
GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

TOPOGRAPHIC SURVEY
(LOT 10)

LYING IN

SECTION 31 - TOWNSHIP 35 SOUTH - RANGE 40 EAST
ST. LUCIE COUNTY, FLORIDA

KEY SHEETS

SHEET 1 OF 2
BOUNDARY SURVEY (LOTS 3, 9 & 10) WITH ADDRESSED TITLE WORK

SHEET 2 OF 2
TOPOGRAPHIC SURVEY (LOT 10) FOR FUTURE DEVELOPEMENT

CRAIG WATSON AND ASSOCIATES LLC
PROFESSIONAL SURVEYING MAPPING
130 S. INDIAN RIVER DRIVE - SUITE 202 - FORT PIERCE - FLORIDA
o (772) 334-0868 c (772) 260-0249 EMAIL: CRAIGWATSON@LIVE.COM

JOB NUMBER: 23096 DATE: 09-06-2023 (TOPOGRAPHY DATE: 6-26-2025 SHEET 2 OF 2)

ABBREVIATONS:

ORB = OFFICIAL RECORDS BOOK
E.O.P. = EDGE OF PAVEMENT
CMP = CORRIGATED METAL PIPE
RCP = REINFORCED CONCRETE PIPE
GRT = GRATE
INV. = INVERT
EL. = ELEVATION
PG = PAGE
X 10.00' = SPOT ELEVATION
-//- = OVERHEAD UTILITIES
- 15 - = CONTOUR LINE

SURVEYOR'S NOTES:

1. CONTROL STRUCTURE INVERTS AND TOPO ALONG THE ADJACENT LOT 2 WERE NOT ACCESSIBLE DUE TO 6' CHAIN LINK FENCE WITH 3 STRAIN BARB WIRE ABOVE SAID 6' FENCE.

2. THE TWO SITE BENCHMARKS ALONG WITH ALL SPOT ELEVATIONS SHOWN HEREON ARE RELATIVE TO NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88) AND A ST LUCIE COUNTY PUBLISHED BENCHMARK, DESIGNATION - 'FRANK' ELEVATION = 4.76' (NAVD 88)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Dennis Murphy
Culpepper & Terpening
2980 S. 25th Street
Fort Pierce, FL 34981

Subject: Major Site Plan (PZSITE2025-00015)
Red Hawk Rebar II – 4201 Bandy Blvd.
Technical Review Committee comments **for May 15, 2025, TRC Meeting**

City of Fort Pierce Planning Department

Application **requires resubmittal** for the following reasons:

1. Photometric plan is required
2. Site Plan “land use” should be updated to reflect the correct future land use code: HI (Heavy Industrial)
3. The submitted site plan reflects 25,069 sq. ft under the “project description,” number 3 and 24,534 sq. ft. listed under number 14 Parking. However, the project narrative indicates that the proposed project is 29,000 sq. ft. Pleas make all the necessary corrections by providing a site plan and project narrative with the correct, matching information
4. Based on the high-end square footage of 29,000 the required parking is 48 standard parking stalls. Please provide the correct square footage so that parking can be accurately calculated, according to the city code Section 125-315 Off-Street Parking Spaces Type of Use (3)(a)
5. Dumpster location with details is not identified on site plan
6. Prior to the issuance of the certificate of occupancy, a notarized Landscape Maintenance agreement must be on file. The city will provide the document
7. Sidewalks should be added along Bandy Blvd. as part of your site development

THE SUNRISE CITY
FORT PIERCE Florida
ENGINEERING DEPARTMENT

TO : Kerry Driver, Senior Planner

FROM : Venetia Barnes, Stormwater Engineer

THRU : Mark Zrallack, P.E., City Engineer

RE : Red Hawk Rebar – 4201 Bandy Boulevard
TRC No. PZSITE2025-00015

DATE : May 14, 2025

This is to advise you that we have completed the review of the following documents as received by this office on May 2, 2025:

☒ Site Plan

☐ Test Reports & Related Documents

☐ Record Drawings

☐ Clearances from all applicable Local, State and Federal Agencies

☐ P/D Drawings

☐ Certificate of Completion

☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☐ Recommend ☒ Do Not Recommend

☒ Site Plan ☐ Major Amendment ☐ C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☒ See attached for engineering comments

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\R\Redhawk Rebar\Red Hawk Rebar II - 4201 Bandy Boulevard\Site Plan\Submittal No. 1 - 050225\SP Comments - 051425.docx

ENGINEERING COMMENTS:

1. Provide an original signed and sealed Boundary and Topography Survey in accordance with the City of Fort Pierce Code of Ordinance Section 119-2(a)(7).
2. Provide the site plan without the traffic movement depicted.
3. Update the site plan to include the distance between the reserved parking area and the dry retention pond.
4. Update the site plan to include the parking space dimensions for the two spaces across from the reserved parking area in addition to the drive aisle's width.
5. Update the site plan to include a legend with areas of proposed concrete, proposed asphalt, pavement material, material storage area material and any additional information.
6. Update the site plan to remove references to dirt drives. All driveways shall be updated in accordance with the City of Fort Pierce Code of Ordinance Section 32-9. Bandy Boulevard is a Saint Lucie County (SLC) owned and maintained roadway. Driveways may be brought up to SLC standards.
7. Update the site plan's westernmost driveway width to a maximum of 36-feet and not 40-feet. In accordance with the City of Fort Pierce Code of Ordinance Section 125-313(3), for a two-way drive, the maximum driveway width is 36-feet.
8. Update the site plan to have a dumpster location in accordance with the City of Fort Pierce Code of Ordinance Section 125-313(a)(3)(c)(12).
9. Parking stalls shall be 9.5-feet wide and 19-feet deep in accordance with the City of Fort Pierce Code of Ordinance Section 125-315(c)(1). Where a parking space abuts an elevated (at least 6" high) sidewalk, a maximum of one foot of the area may be part of the required depth of the parking space.
10. Provide further information regarding the "Fenced/Open Storage Area" that appears in the middle of the drive aisle.
11. Trees shall not be in the bottom of any retention/detention area or swale.
12. Is there an existing cross access agreement with 4101 Bandy Boulevard?

ADVISORY COMMENTS:

1. The drainage plan was reviewed conceptually and will be reviewed in depth at the time of DPCR approval.
2. Bandy Boulevard is a Saint Lucie County owned and maintained roadway. Driveway and drainage connection permits shall be required from SLC.
3. A South Florida Water Management District (SFWMD) ERP shall be required.

MZ/VB/vb

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THE SUNRISE CITY
FORT PIERCE Florida
BUILDING DEPARTMENT

BUILDING DEPARTMENT
TRC COMMENT FORM

Meeting Date: **5/15/25**
Property Address: **4201 Bandy Blvd**
Project Name: **Red Hawk Rebar II**

Please be advised that the project may trigger the requirements indicated below:

☒ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☒ 2. Pre-construction meeting with the City's Building Department is requested.

☒ 3. Any construction will need to meet the requirements of the Florida Building Code 8th Edition.

☒ 4. Means of egress is required.

☒ 5. Means of ingress is required.

☒ 6. Must meet the following Accessibility requirements:

  ☒ Accessible route

  ☒ Handicapped parking spaces

☐ 7. Change of Use required

  ☐ to include a signed and sealed Life Safety Plan

  ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☒ 10. Building Permit required.

☒ 11. Signed and sealed construction drawings required.

☒ 12. Will need to meet the Fire Code.

☒ 13. Sprinkler system is required.

☒ 14. Fire alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature______________ Date: 5/13/25

THE SUNRISE CITY
FORT PIERCE
Florida
POLICE DEPARTMENT
"In Honor We Serve"

Technical Review Committee meeting

May 16, 2025

Case #: PZSITE2025-00015

Planner: City of Ft. Pierce Planning Department.

Site Plan.

4201 Bandy Blvd, Ft. Pierce (Redhawk Rebar).

Comments:

Please provide a photometric plan to show the project meets or exceeds the standards required by city code. None was found in the packet provided. Thank you

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

FPUA
COMMUNITY PROUD

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: PZSITE2025-00015
Site Plan - Red Hawk Rebar II - 4201 Bandy Boulevard

W/WW Engineering: Concept approved.

Water 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, and plan review application 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/

PDF
Developers_Responsibilities.pdf

Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved**.

New pad mount transformer lead time is up to 52 weeks.

Please contact Sal Scimeca for electric customer requirements and project coordination.
Before work begins.

Sal Scimeca
Engineering Technician III
Electric & Gas Engineering
Fort Pierce Utilities Authority
sscimeca@fpua.com
772.466.1600 ext. 6957

(Con't pg 2)

Gas: Approved.

FPUAnet Fiber: Dear Developer/Engineer,

I'm reaching out on behalf of FPUAnet, the City of Fort Pierce's municipal fiber internet provider, to let you know that we can service your area with fast, reliable, and cost-effective fiber connectivity.

Our scalable fiber infrastructure is designed to meet the needs of new developments-residential, commercial, or mixed-use-ensuring gigabit speeds, community-wide coverage, and developer-friendly pricing. Whether your project is in a high-density zone or an underserved neighborhood, we have the network and local support team to deliver seamless internet service.

If you have specific requirements or would like to discuss how FPUAnet can support your next project, please contact me directly:

Eric Peters
(772) 468-1697
peters@fpua.com

We look forward to partnering with you to meet your connectivity needs.
Our mission is to provide our customers with economical, reliable, and friendly service in a continuous effort to enhance the quality of life in our community.

Developer Letter.pdf

FPUA
COMMUNITY PROUD

Fort Pierce Utilities Authority
FPUAnet Communications
500 Boston Avenue (PO Box 3191)
Fort Pierce, FL 34950 (34948)

Dear Developer,

I'm reaching out on behalf of **FPUAnet**, the City of Fort Pierce's municipal fiber internet provider, to introduce how we can support your next development project with fast, reliable, and cost-effective connectivity built for long-term growth.

Here's why developers like you choose **FPUAnet**:

• **Scalable Fiber Infrastructure**
Our fiber network is designed to evolve with the needs of Fort Pierce, ensuring your properties have the bandwidth to support future technologies, smart building systems, and high-demand applications.

• **Gigabit Speeds at Every Site**
Whether it's residential, commercial, or mixed-use, we deliver **consistent gigabit speeds** across our service area—ensuring your tenants and buyers enjoy fast, seamless internet.

• **Community-Wide Coverage**
We don't just serve high-density areas—we extend fiber access to underserved neighborhoods, helping developers meet connectivity requirements across all project types and locations.

• **Cost-Effective & Developer-Friendly**
With **competitive pricing** and a **community-first model**, FPUAnet offers lower rates than private ISPs—helping keep your project costs in check, with no hidden fees or profit-driven markups.

On top of that, **our dedicated local support team is available 24/7**, giving you and your buyers reliable access to real people who know the area and the network inside and out.

I'd love to discuss how we can help meet your project's specific connectivity needs. Please feel free to reach me directly at peters@fpua.com or **772-468-1697**.

Looking forward to partnering with you.

Best regards,
Eric Peters
On behalf of FPUAnet

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.

    https://fpua.com/doing-business-with-fpua/

    https://fpua.com/water-and-wastewater-engineering-downloads/

2. It is recommended at this time to contact and schedule a pre-design conference with a FPUA Project Manager.
3. Submit 3 initial sets of detailed utility drawings to 1701 S. 37th Street, Fort Pierce, FL 34947, along with the plan review and commercial applications.

    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.

4. An Engineering Review Fee Invoice will be calculated based on your project submission. You may calculate this fee yourself, 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 invoice 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.

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 complete the attached annexation form and return to your FPUA project manager.
   Our office will provide this information to the attorney, who will prepare an annexation agreement and their office will call/email the property owner to have the agreement signed and will thereafter record the agreement. The service fees, which are subject to change and are payable to Fort Pierce Utilities Authority at the time the agreement is signed, range from $75 - $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 a minimum of 3 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 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 agreement. Please complete the attached easement form and return to your FPUA Project Manager.

    Our office will prepare an invoice, payable to Fort Pierce Utilities Authority, for the service fees associated with the preparation and recording of the easement agreement. The invoice will be provided to the property owner and, once paid, our attorney will prepare an easement agreement. Our office will obtain signatures from the property owner and thereafter will record the easement agreement.
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

FPUA
COMMUNITY PROUD

WATER AND WASTEWATER ENGINEERING

REQUEST FOR PREPARATION OF EASEMENT

1. PROPERTY OWNER BUSINESS, NAME AND ADDRESS

2. REGISTERED SUNBIZ AGENT CONTACT, TITLE, ADDRESS, EMAIL AND PHONE NUMBER

3. SITE ADDRESS AND PARCEL ID

4. LEGAL DESCRIPTION AND EASEMENT DESCRIPTION

ATTACHED

5. FPUA PROJECT MANAGER CONTACT INFORMATION

6. EASEMENT TO BE PREPARED AT THE COST OF: CUSTOMER

7. PROJECT SCHEDULED COMMENCEMENT DATE ___________________________

ATTACH SKETCH OF EASEMENT

FPUA
COMMUNITY PROUD

WATER AND WASTEWATER ENGINEERING

REQUEST FOR PREPARATION OF ANNEXATION

1. **PROPERTY OWNER BUSINESS, NAME AND ADDRESS**

2. **REGISTERED SUNBIZ AGENT CONTACT, TITLE, ADDRESS, EMAIL AND PHONE NUMBER**

3. **SITE ADDRESS AND PARCEL ID**

4. **FPUA PROJECT MANAGER CONTACT INFORMATION**

5. **ANNEXATION TO BE PREPARED AT THE COST OF: CUSTOMER**

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 Project Manager.

3. FPUA Attorney will order title search.

4. Upon receipt of title search, FPUA 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 Coordinator.

9. Engineering Coordinator gives the easement to the technician assigned to put on GIS.

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: Red Hawk Rebar II - 4201 Bandy Boulevard **PZSITE2025-00015**

REVIEW DATE: 5/12/2025

PLANNER: KERRY DRIVER

REVIEWED BY: Lt Jesse Almand

Site Plan Approved with conditions: _______

Site Plan Requires Re-submittal: __X_____

The Following Conditions/Revisions Are Necessary:

1. **Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.**
2. **Invoicing contact information will need to be provided in the Applicant/Agent for Owner section on the application. Please be sure to include the business name, address, primary contact name, phone number and email address for the responsible party.**
3. **Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form. Payment can be made by credit card or check.**
4. **Please provide an electronic revised copy of the site plan if applicable (pdf format).**
5. **Please provide written acknowledgement of the conditions/revisions provided.**
6. **A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.**

7. **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)**

8. **Electronic security gates must have an access control key switch on the control panel to allow for Fire Department entry in an emergency. Manual security gates that will be locked require a Knox lock. All security gates shall maintain a clear width of 12 feet when open and provide a means to open the gates manually upon loss of power. (SLCFD Resolution 740-23)**

9. **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.)**

10. **The Fire District reserves the right for future comments at the site plan & building construction phase.**

11. **Fire apparatus access roads shall be provided such that any portion of the facility or any portion of an exterior wall of the first story of the building is located not more than 150 ft from fire apparatus access roads as measured by an approved route around the exterior of the building or facility. NFPA 1 18.2.3.2.2. (*Installation of a sprinkler system will be required if this distance requirement is not met.)***

12. **Where buildings are protected throughout with an approved automatic sprinkler system that is installed in accordance with NFPA 13, NFPA 13R, or NFPA 13D, the distance in 18.2.3.2.2 shall be permitted to be increased to 450 ft (137 m). (NFPA 1 18.2.3.2.2.1)**

13. **Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77,000 lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius. (SLCFD Resolution 740-23)**

14. **Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft. (SLCFD Resolution 740-23)**

15. Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft. (SLCFD Resolution 740-23)

16. Fire apparatus access roads connecting to roadways shall be provided with curb cuts extending at least 2 ft (0.61 m) beyond each edge of the fire apparatus access road. (NFPA 1 18.2.3.5.3.3)

17. The angle of approach and departure for any means of fire apparatus access road shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m) or the design limitations of the fire apparatus of the fire department, and shall be subject to approval by the AHJ.(NFPA 1 18.2.3.5.6.2)

18. Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.

19. An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4.

20. Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.

21. The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.

22. Where underground water mains and hydrants are to be provided, they shall be installed, completed, and in service prior to commencing construction work on any structure. It is not intended to prohibit the construction of non-combustible structure foundation elements such as foundations and footings prior to the completion of underground water mains and hydrants (NFPA 1 16.4.3.1.3).

23. **The minimum size of water mains for supplying water for firefighting purposes shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements.**

24. **Hydrants shall be located no more than 12ft. from the curb of roadways or from the edge of payment. Clearances of three feet (3 ft.) shall be maintained around the circumference of hydrants. A clear space of not less than five feet (5ft.) shall be provided in front of each hydrant connection having a diameter greater than 2 ½ inches. The center of hose outlet shall be not less than 18 inches above final grade. (SLCFD Fire Prevention Code Resolution 740-23).**

25. **Site Plans submitted in accordance with this Fire Prevention Code shall include the size, layout, and offsite connections for the water distribution system and the location of all existing and proposed fire hydrants within one thousand (1,000) feet of the proposed project.**

ST. LUCIE COUNTY
FLORIDA

PUBLIC WORKS DEPARTMENT
TECHNICAL REVIEW COMMITTEE
Ft. Pierce

May 14, 2025

PROJECT: Redhawk Rebar II

REF: PZSITE2025-00015

TO: Kerry Driver

FROM: Grant Chambers

The following comments are offered by SLC PW - Engineering:

1. All parcels on Bandy Boulevard are within the City's jurisdiction. The City should consider taking ownership and maintenance of Bandy Blvd.
2. The County's driveway codes require a minimum spacing of 150 feet between driveways on the same property. The driveway connections shown do not meet minimum spacing requirements.
3. A permit for access and drainage outfall from the County prior to initiation of site improvements is required. Please submit a site development permit on the County's permitting portal.
4. A 5 foot sidewalk is required along Bandy Blvd.
5. For discussion regarding these comments and response, please contact me at 772-462-2741, chambersg@stlucieco.org.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Technical Review Committee

THROUGH: Kevin Freeman, Planning Director

FROM: Kerry C. Driver, Senior Planner

RE: **Major Site Plan – PZSITE2025-00015**
4201 Bandy Blvd.

TRC MEETING DATE: May 15, 2025
Resubmittal Date: August 18, 2025

Resubmittal for (Major Site Plan) 4201 Bandy Blvd.

The above referenced project is being resubmitted for a second review and comments. The applicant is requesting a Major Site for a property address, Bandy Blvd.

Please send all comments to kdriver@cityoffortpierce.com, planning@cityoffortpierce.com and/or through interoffice mail to the Planning Department

Thank you,

Kerry

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Dennis Murphy
Culpepper & Terpening
2980 S. 25th Street
Fort Pierce, FL 34981

Subject: Major Site Plan (PZSITE2025-00015)
Red Hawk Rebar II – 4201 Bandy Blvd.
Technical Review Committee comments for May 15, 2025, TRC Meeting
Resubmittal comments: August 28, 2025

City of Fort Pierce Planning Department

Application **requires resubmittal** for the following reasons:

1. An updated project narrative with correct proposed building square footage is required.
2. Stop bar and stop sign not shown on site plan

Advisory Comments

3. Prior to the issuance of the certificate of occupancy, a notarized Landscape Maintenance agreement must be on file. The city will provide the document

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Kerry Driver, Senior Planner

From : Venetia Barnes, Stormwater Engineer VB

Thru : Mark Zrallack, P.E., City Engineer

Re : Red Hawk Rebar – 4201 Bandy Boulevard
TRC No. PZSITE2025-00015

Date : September 5, 2025

This is to advise you that we have completed the review of the following documents as received by this office on August 18, 2025:

☒ Site Plan
☐ Test Reports & Related Documents
☐ Record Drawings
☐ Clearances from all applicable Local, State and Federal Agencies
☐ P/D Drawings
☐ Certificate of Completion
☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☐ Recommend ☒ Do Not Recommend

☐ Site Plan ☒ Major Amendment ☐ C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☒ See attached for engineering comments

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\R\Redhawk Rebar\Red Hawk Rebar II - 4201 Bandy Boulevard\Site Plan\Submittal No. 2 - 081825\SP Comments - 090325.docx

ENGINEERING COMMENTS:

1. Relocate the stop bar to be within the property line. A stop sign shall be added.
2. Provide an original signed and sealed Boundary and Topography Survey in accordance with the City of Fort Pierce Code of Ordinance Section 119-2(a)(7).
3. Update the site plan to note the existing gravel driveway apron and drive to be removed.

ADVISORY COMMENTS:

1. The drainage plan was reviewed conceptually and will be reviewed in depth at the time of DPCR approval.
2. Bandy Boulevard is a Saint Lucie County owned and maintained roadway. Driveway and drainage connection permits shall be required from SLC.
3. A South Florida Water Management District (SFWMD) ERP shall be required.
4. Material Storage Area shall be the same of the previously approved Red Hawk I Material Storage Area.

MZ/VB/vb

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ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: Red Hawk Rebar II - 4201 Bandy Boulevard **PZSITE2025-00015**

REVIEW DATE: 5/12/2025

PLANNER: Kerry Driver

REVIEWED BY: Lt Jesse Almand

Site Plan Approved with conditions: ____X___

Site Plan Requires Re-submittal: _______

The Following Conditions/Revisions Are Necessary:

1. ~~**Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.**~~ **Received 12/15/2024**
2. ~~**Invoicing contact information will need to be provided in the Applicant/Agent for Owner section on the application. Please be sure to include the business name, address, primary contact name, phone number and email address for the responsible party.**~~ **Received 12/15/2024**
3. ~~**Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form. Payment can be made by credit card or check.**~~ **Received 5/15/2025**
4. ~~**Please provide an electronic revised copy of the site plan if applicable (pdf format).**~~
5. ~~**Please provide written acknowledgement of the conditions/revisions provided.**~~ **Received 1/3/2025**

6. ~~**A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.**~~

7. ~~**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)**~~

8. ~~**Electronic security gates must have an access control key switch on the control panel to allow for Fire Department entry in an emergency. Manual security gates that will be locked require a Knox lock. All security gates shall maintain a clear width of 12 feet when open and provide a means to open the gates manually upon loss of power. (SLCFD Resolution 740-23)**~~

9. ~~**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.)**~~

10. ~~**The Fire District reserves the right for future comments at the site plan & building construction phase.**~~

11. ~~**Fire apparatus access roads shall be provided such that any portion of the facility or any portion of an exterior wall of the first story of the building is located not more than 150 ft from fire apparatus access roads as measured by an approved route around the exterior of the building or facility. NFPA 1 18.2.3.2.2. (*Installation of a sprinkler system will be required if this distance requirement is not met.)***~~

12. ~~**Where buildings are protected throughout with an approved automatic sprinkler system that is installed in accordance with NFPA 13, NFPA 13R, or NFPA 13D, the distance in 18.2.3.2.2 shall be permitted to be increased to 450 ft (137 m). (NFPA 1 18.2.3.2.2.1)**~~

13. ~~**Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77,000 lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius. (SLCFD Resolution 740-23)**~~

14. **~~Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft. (SLCFD Resolution 740-23)~~**

15. **~~Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft. (SLCFD Resolution 740-23)~~**

16. **~~Fire apparatus access roads connecting to roadways shall be provided with curb cuts extending at least 2 ft (0.61 m) beyond each edge of the fire apparatus access road. (NFPA 1 18.2.3.5.3.3)~~**

17. **~~The angle of approach and departure for any means of fire apparatus access road shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m) or the design limitations of the fire apparatus of the fire department, and shall be subject to approval by the AHJ.(NFPA 1 18.2.3.5.6.2)~~**

18. **~~Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.~~**

19. **~~An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4.~~**

20. **~~Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.~~**

21. **~~The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.~~**

22. **~~Where underground water mains and hydrants are to be provided, they shall be installed, completed, and in service prior to commencing construction work on any structure. It is not intended to prohibit the construction of non-combustible~~**

~~structure foundation elements such as foundations and footings prior to the completion of underground water mains and hydrants (NFPA 1 16.4.3.1.3).~~

23. **~~The minimum size of water mains for supplying water for firefighting purposes shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements.~~**

24. **~~Hydrants shall be located no more than 12ft. from the curb of roadways or from the edge of payment. Clearances of three feet (3 ft.) shall be maintained around the circumference of hydrants. A clear space of not less than five feet (5ft.) shall be provided in front of each hydrant connection having a diameter greater than 2 ½ inches. The center of hose outlet shall be not less than 18 inches above final grade. (SLCFD Fire Prevention Code Resolution 740-23).~~**

25. **~~Site Plans submitted in accordance with this Fire Prevention Code shall include the size, layout, and offsite connections for the water distribution system and the location of all existing and proposed fire hydrants within one thousand (1,000) feet of the proposed project.~~**

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Technical Review Committee

THROUGH: Kevin Freeman, Planning Director

FROM: Kerry C. Driver, Senior Planner

RE: **Major Site Plan – PZSITE2025-00015**
4201 Bandy Blvd.

TRC MEETING DATE: May 15, 2025
Resubmittal Date: August 18, 2025, **September 24, 2025**

Resubmittal for (Major Site Plan) 4201 Bandy Blvd.

The above referenced project is being resubmitted for a second review and comments. The applicant is requesting a Major Site for a property address, Bandy Blvd.

Please send all comments to kdriver@cityoffortpierce.com, planning@cityoffortpierce.com and/or through interoffice mail to the Planning Department

Thank you,

Kerry

THE SUNRISE CITY
FORT PIERCE *Florida*
ENGINEERING DEPARTMENT

To : **Kerry Driver, Senior Planner**

From : **Venetia Barnes, Stormwater Engineer** VB

Thru : **Mark Zrallack, P.E., City Engineer**

Re : **Red Hawk Rebar – 4201 Bandy Boulevard**
TRC No. PZSITE2025-00015

Date : **October 21, 2025**

This is to advise you that we have completed the review of the following documents as received by this office on September 24, 2025:

☒ Site Plan
☐ Test Reports & Related Documents
☐ Record Drawings
☐ Clearances from all applicable Local, State and Federal Agencies
☐ P/D Drawings
☐ Certificate of Completion
☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☒ Recommend ☐ Do Not Recommend

☒ Site Plan ☐ Major Amendment ☐ C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☒ See attached for engineering advisory comments

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ADVISORY COMMENTS:

1. The drainage plan was reviewed conceptually and will be reviewed in depth at the time of DPCR approval.
2. Bandy Boulevard is a Saint Lucie County owned and maintained roadway. Driveway and drainage connection permits shall be required from SLC.
3. A South Florida Water Management District (SFWMD) ERP shall be required.
4. Material Storage Area shall be the same of the previously approved Red Hawk I Material Storage Area.

MZ/VB/vb

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D R A F T

CITY OF FORT PIERCE
PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, NOVEMBER 10, 2025, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Ms. Carter entered the meeting at 2:09 PM.

Present: Christopher Widing; Clayton Johnson; Justine Carter; Ryan Collins; Nichelle Clemons, Vice-Chair

Absent: Anton Kreisl; Alexander Edwards

Staff Present: Kev Freeman, Planning Director
Chris Suneson, Assistant Planning Director
Kerry Driver, Senior Planner
Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Motion was made by Ryan Collins, and seconded by Christopher Widing to approve the absences of Mr. Kreisl and Mr. Edwards.

AYE: Clayton Johnson, Justine Carter, Ryan Collins, Christopher Widing, Vice-Chair Nichelle Clemons

Passed

5. APPROVAL OF MINUTES

a. Minutes from the October 13, 2025 meeting

Motion was made by Christopher Widing, and seconded by Clayton Johnson to approve the minutes from the October 13, 2025, meeting.

AYE: Justine Carter, Ryan Collins, Christopher Widing, Clayton Johnson, Vice-Chair Nichelle Clemons

Passed

6. NEW BUSINESS

a. **PD2024-00007**
Master Planned Development (2nd Updated Proposal)
Pulte-Cornerstone
2721 S. Jenkins Road

Mr. Suneson stated the Zoning Atlas Map Amendment is for two (2) parcels of land to change the Zoning classification from General Commercial Zone (C-3) to Pulte-Cornerstone Planned Development (PD) with an associated Master Development Plan. He said the application proposes a two-hundred-and-fifty-unit fee simple single-family residential master planned development community with a range of home sizes, a range of designs, and amenities such as a linear park connecting the recreational area to a pocket park providing additional buffer for the new neighborhood from I-95.

Mr. Suneson reviewed the history of the application. On November 3, 2008, the City Commission approved a site plan to construct a 383,605 square foot commercial development consisting of eight (8) buildings by the name of Newberry Fields. On December 9, 2024, the Planning Board reviewed and recommended approval of the concurrent application for a Future Land Use Amendment of the subject property. The applicant requested to change the Future Land Use from GC, General Commercial to RM, Medium Density Residential. On August 11, 2025, the Planning Board recommended approval of the proposed Master Planned Development with fourteen (14) conditions. On October 13, 2025, an updated proposal for the Pulte-Cornerstone Master Planned Development was presented to the Planning Board due to the applicant's concerns with several conditions that were recommended, and the submittal of a new phasing plan. During the meeting, the applicant presented a completely different phasing plan that was not included in the October 13th, 2025, Planning Board agenda. The St. Lucie County Schools representative stated that the School Board would prefer the bus stop location to be at the amenity center. Both the Staff and the Planning Board agreed that project conditions and approvals should be negotiated and agreed upon by the Technical Review Committee and the applicants before being presented to the Planning Board for a recommendation. Therefore, a motion was made to table the subject agenda item until the November 10th, 2025, Planning Board meeting. The applicant has since provided a new phasing plan (which includes the cross-access and bus stop at the amenity center in phase 1), updated developer's agreement, HUD Attenuation Guidelines, and FDOT Noise Attenuation Guidelines.

Mr. Suneson stated the PD benefits and provided a summary of the traffic analysis, which showed a decrease in weekday afternoon traffic. He said a large part of the development involves landscaping, and he showed typical sections with street trees.

Mr. Suneson concluded the presentation by reading the 14 conditions of approval. He noted as a point of reference to condition #13 that the HUD standard interior noise level is 45 decibels, which is much like having a conversation.

As a side note, Mr. Suneson said the two parties are nearing completion of the access easement agreement (Condition # 14), but staff has not seen a recorded copy, so it will continue to be a condition of approval.

Mr. Widing asked if the St. Lucie County School Board was okay with the bus stop located by the amenity center. Mr. Suneson read a letter from Nicole Fogarty, St. Lucie County Director of Growth Management, Land Acquisitions & Intergovernmental Relations, approving the bus stop location by the amenity center.

Mr. Collins asked staff if it is typical to get so many detailed conditions of approval. Mr. Freeman said it depends on the complexity of the project. Mr. Suneson noted the noise concerns due to the residential development being so close to I-95. Mr. Freeman said the noise level ensures future residents are not substantially affected, and it will also reduce resident noise complaints to the city.

Chair Clemons asked if this was the first development being built in Fort Pierce off of I-95.

Leslie Olson, applicant representative from the District Planning Group, gave a brief presentation. She stated the conditions of approval have been agreed upon by staff and the applicant. She noted secondary access to the property is required. Ms. Olson said the project is beautifully landscaped and will have an identifiable feature welcoming travelers to Fort Pierce. She noted that Phase I will have a north and south access and there will be a reduction of 42,000 trips per day on Jenkins Road. She highlighted both intersections of the development will have north and southbound turning lanes.

Lee Dobbins, attorney from Dean Mead Law Firm, stated that Pulte/Cornerstone is very close to negotiations for the access agreement with the property owner to the north. He said they are waiting for final approval from Pulte. He explained there are some complexities that need to be worked out, but they expect it to be signed in the next few days. Mr. Dobbins stated they can work with the noise study condition, and they will provide abatement if needed. He noted that Pulte's intent all along was to include double-glazed windows and to make residents happy. Mr. Widing asked if they were comfortable meeting the lower decibel number.

Board discussion ensued. Mr. Collins said he would rather the zoning stay commercial for that area, and he asked if the development enhances the community. Ms. Carter said she sees concerns about noise and it being built so close to I-95, but she likes that they have negotiated the decibel level. She asked about the city's identity and if it is firm. Ms. Carter also noted that many of the new developments no longer have dog parks. Mr. Widing said it has been a process for the city and the developers, and it is a positive move in the right direction. He said there have been uniqueness hurdles and the development will only happen if the conditions of approval are met. Ms. Clemons said the development is great, and the property has been vacant for a number of years. She noted there is also a housing shortage for the new warehouse development jobs.

Motion was made by Christopher Widing, and seconded by Justine Carter to forward a recommendation of approval of the Master Planned Development to the City Commission with the following 14 conditions:

1. A Final PD shall be required prior to any development activities with the Master Site Plan by HJA Design Studio, Job No. 2024-31, 02.14.2025.
2. The minimum Open Space shall be 20% of the Final PD site area.
3. The maximum density shall be 5 dwelling units per acre of the Final PD site area.
4. The Final PD plan shall conform to the requirements of the City Code of Ordinances

unless alternate standards are approved through the Planned Development Agreement.

5. A Gopher Tortoise Survey shall be submitted within ninety (90) days of land clearing.
6. After approval of the Final PD Site Plan, a detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.
7. The Final PD site plan shall be in unified control and property ownership. All land intended to be included in the planned development shall be under the legal control of the applicant.
8. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.
9. Prior to approval of the Final PD site plan, the applicant shall submit a proposed declaration of covenants governing the use, maintenance, and continued protection of the common open space or other shared areas within the planned development. The declaration shall bind successors in title to any commitments concerning completion of the project, its maintenance, and operation.
10. Phasing of this project will require the following at the time of Final PD:
    - The approximate date when construction of the project can be expected to begin.
    - The number of phases in which the project will be built and the approximate date when construction of each phase can be expected to begin and completed.
    - A general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for each phase of the development.
11. The Final PD site plan shall contain the following information, at minimum:
    - a. A Landscape plan per section 123-4 of the City Ordinance.
    - b. Proposed lot lines and other divisions of land for management, use or allocation purposes.
    - c. The heights of proposed buildings and structures.
    - d. The location and size of all areas proposed to be conveyed, dedicated, or reserved for streets, parks, playgrounds, public and semi-public buildings, and similar uses.
    - e. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
    - f. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.
    - g. The proposed buffering treatment of the perimeter of the planned development, refuse stations, storage areas, or loading areas, including materials and techniques used such as screens, fences, and walls.
12. The property may not be subdivided into single-family lots unless the applicant obtains a subdivision plat approval in accordance with all applicable City Code requirements.
13. Prior to plat approval, the developer shall obtain a sound study to determine if the noise within the property from the I-95 off-ramp exceeds FDOT Noise Abatement Criteria for residential properties (which is 66 db(A), as set forth in Figure 18-1 of Part 2, Chapter 18, Highway Traffic Noise, from the FDOT PD&E Manual) and shall deliver a copy of the study to the City. If the foregoing FDOT Noise Abatement Criteria is exceeded at the location of any proposed homes within the development, then the developer shall commit to implement noise reduction measures for such homes calculated to meet the HUD interior noise goal set forth in 24 CFR Subpart B, 51.101(a)(9) (i.e. not to exceed a day-night average sound level of 45 db(A)). Such noise reduction measures may include the measures set forth in the FDOT PD&E Manual, Part 2, Chapter 18, Figure 18-3 Building Noise Reduction Factors, and the City will accept FDOT's calculations of noise reduction as set forth in Figure 18-3. Prior to plat approval, the City shall review the sound study and developer's proposed noise reduction measures (if such measures are required), to confirm this condition has been satisfied.

14. The project site is party to an access easement (recorded at ORB 3093, PG 2587) in favor of the owner of the 1.51-acre parcel located at 2627 S. Jenkins Road (Parcel ID 2324-800-0001-000-4), immediately adjacent to the north. At the time of Final Plat application submittal for any phase contemplated under the Final Development Plan, the applicant will provide staff with a copy of a recorded easement negotiated between the applicant and the adjacent property owner for their mutual benefit, preserving the adjacent owner's right of access through the project site.

AYE: Justine Carter, Ryan Collins, Christopher Widing, Clayton Johnson, Vice-Chair Nichelle Clemons

Passed

b. **PZSITE2025-00015**
Major Site Plan
Red Hawk Rebar II
4201 Bandy Boulevard

Ms. Driver gave an overview of the application and answered questions from the Board. She stated that Red Hawk Rebar II is seeking approval to develop an industrial building used to manufacture metal rebars for construction activities. The property is in the I-1, Light Industrial zoning district and has a future land use designation of HI, Heavy Industrial. Ms. Driver said the two-level building is 24,534 square feet, 35 feet high and has 41 parking spaces. She showed the building elevations and noted the landscape plan shows 65 trees and 754 shrubs. Ms Driver said there are currently no sidewalks in front of where the development is proposed.

Tom DeGrace, Engineer of Record, from Culpepper and Terpening, introduced himself and answered questions from the Board regarding the number of vehicles currently on the property. 4201 Bandy Boulevard. Mr. DeGrace said he has no objections to the sidewalk requirement.

Mr. Collins said this development is an improvement to the property and will increase the property value.

Motion was made by Ryan Collins, and seconded by Clayton Johnson to forward a recommendation of approval of the site plan to the City Commission with the following conditions:

1. A South Florida Water Management District (SFWMD) ERP shall be required prior to registering of permits.
2. Prior to the issuance of the certificate of occupancy, a notarized Landscape Maintenance agreement must be on file.
3. A site development permit on the County's permitting portal shall be submitted and completed prior to filing permits with the City.
4. A 5-foot sidewalk is required along Bandy Boulevard.

AYE: Justine Carter, Ryan Collins, Christopher Widing, Clayton Johnson, Vice-Chair Nichelle Clemons

Passed

7. COMMENTS FROM THE PUBLIC

There were no comments from the public.

8. DIRECTOR'S REPORT

Mr. Freeman stated at the November 12, 2025, City Commission day meeting he gave a presentation on the annexation strategy to help set out a better framework for the questions asked. He said the city does not really have an annexation strategy in place. He noted there are a lot of enclaves and properties out west that have FPUA agreements, but they are not in the city. He asked the City Commission where they wanted to go from here. Mr. Freeman highlighted that the annexation strategy has an implication on the level of service, property tax values and the tax base. He said there are five main areas to focus on.

1. Prioritizing increasing the city tax base and jobs, which will be influenced by the state statute on residential ad valorem/property tax.
2. Concentrated effort on commercial light industrial and retail north and west of the city near the Jenkins Road jobs corridor and the area around Indrio Road, which has a lot of FPUA annexation agreements. He said he will need to do an analysis to see if the properties are contiguous with the city.
3. Extending services to the FPUA service area. Mr. Freeman said he will have to coordinate with FPUA's property expansion area and prioritize those areas coming into the city.
4. Create a fiscal analysis on each annexation which will show the return on annexation and cost to the city.

Mr. Freeman said the Planning Board will see the pros and cons of each annexation. He said once the strategy is more developed, he will present it to the Planning Board and then the City Commission.

Mr. Freeman said the Planning department is processing a number of applications and the department has seen a slight drop-off in applications in the past month but is still receiving lots of inquiries for development. He noted building permits have had a large drop-off in the last month.

Mr. Johnson asked if city impact fees would be increased with the Ashley Capital project. Mr. Freeman explained that since the approval process is in the county, the city will only receive property tax revenue when the project has been annexed into the city. He noted that most roads in the area are in St. Lucie County.

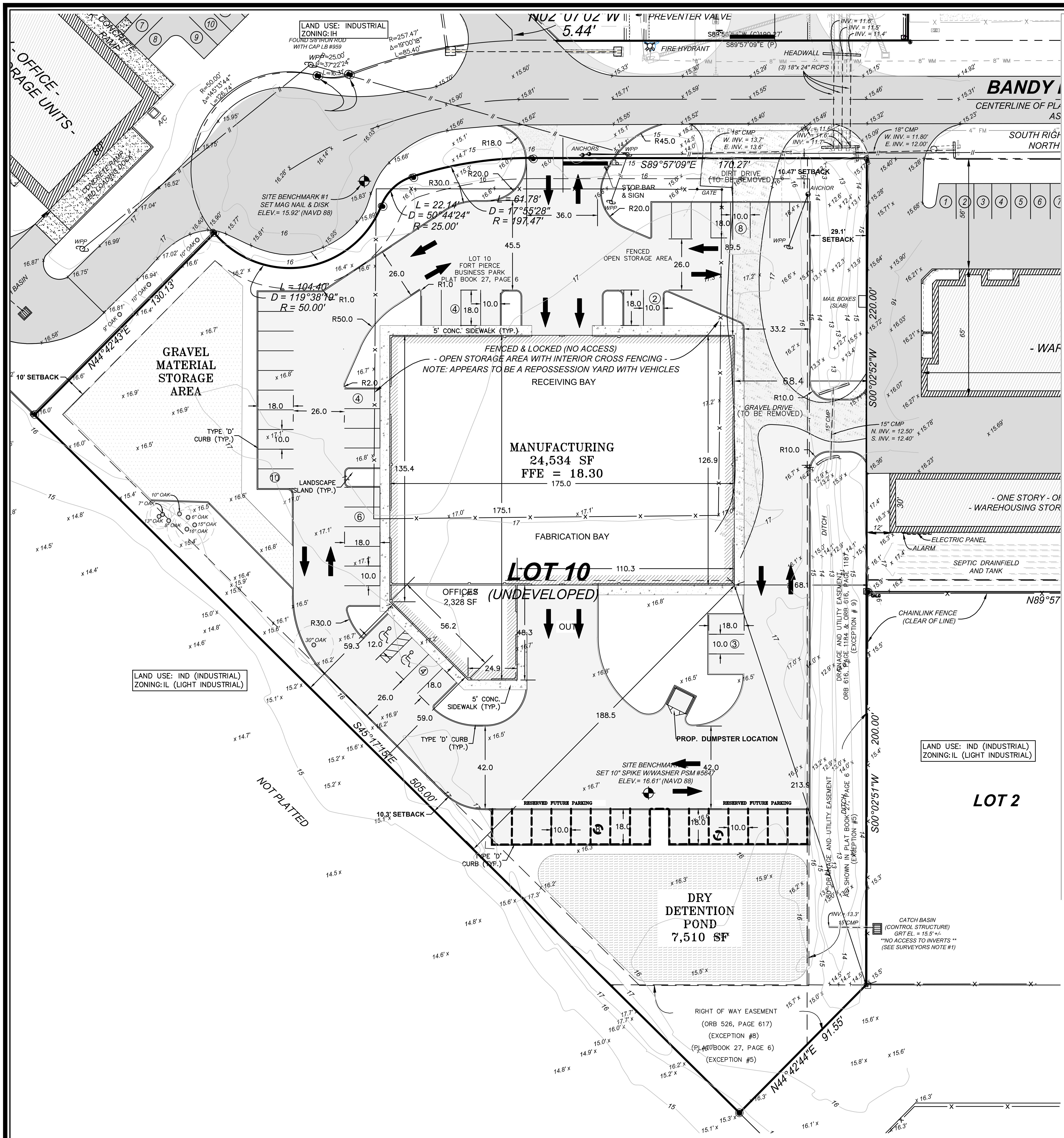
Ms. Carter asked if there is adequate housing for jobs with all the development on Jenkins Road and Kings Highway. Mr. Freeman said the balance of residential to commercial compared to other cities in Florida. He said the range is from 70% to 75% residential and 20% to 25% commercial. He said the need for residential development is still there.

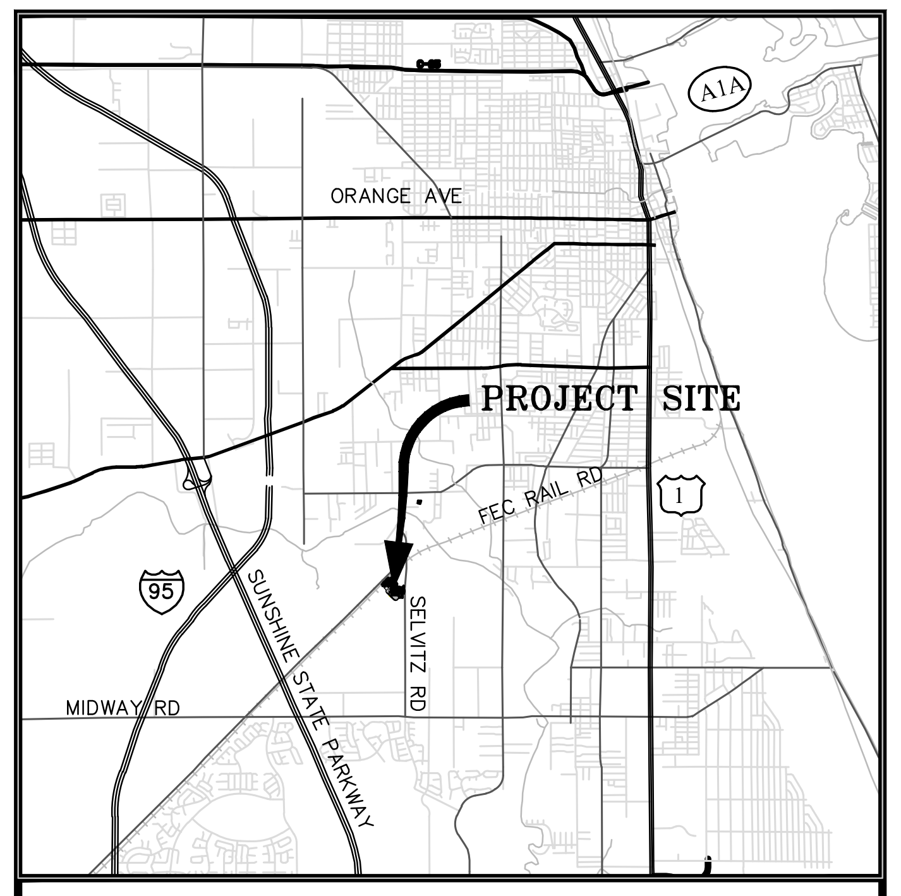
Mr. Freeman said an analysis needs to be done to find out what the city needs and how to protect the tax base, and maintain the budget and services. He said a good place to start with the annexation strategy would be to discover where the utility agreements are with job-heavy uses and get those properties annexed as soon as possible.

9. BOARD COMMENTS

Ms. Carter thanked Mr. Collins for the discussions during the meeting. Mr. Collins said he looks forward to more discussions with the Board.

10. ADJOURNMENT


BANDY
CENTERLINE OF PLA
SOUTH RIGH
NORTH
N02°07'02"W 5.44'
PREVENTER VALVE
FIRE HYDRANT
HEADWALL
(3) 18"x 24" RCPS
S89°57'09"E 170.27'
DIRT DRIVE (TO BE REMOVED)
10.47' SETBACK
29.1' SETBACK
STOP BAR & SIGN
GATE
ANCHORS
SITE BENCHMARK #1 SET MAG NAIL & DISK ELEV.= 15.92' (NAVD 88)
L = 61.78' D = 17°55'28" R = 197.47'
L = 22.14' D = 50°44'24" R = 25.00'
L = 104.40' D = 119°38'19" R = 50.00'
R18.0
R20.0
R30.0
R45.0
R50.0
R10.0
10' SETBACK
N44°42'43"E 130.13'
GRAVEL MATERIAL STORAGE AREA
TYPE 'D' CURB (TYP.)
LANDSCAPE ISLAND (TYP.)
LOT 10 FORT PIERCE BUSINESS PARK PLAT BOOK 27, PAGE 6
FENCED OPEN STORAGE AREA
5' CONC. SIDEWALK (TYP.)
FENCED & LOCKED (NO ACCESS) - OPEN STORAGE AREA WITH INTERIOR CROSS FENCING - NOTE: APPEARS TO BE A REPOSSESSION YARD WITH VEHICLES
RECEIVING BAY
MANUFACTURING 24,534 SF FFE = 18.30
FABRICATION BAY
LOT 10 (UNDEVELOPED)
OFFICES 2,328 SF
OUT
GRAVEL DRIVE (TO BE REMOVED)
MAIL BOXES (SLAB)
5' CONC. SIDEWALK (TYP.)
PROP. DUMPSTER LOCATION
SITE BENCHMARK #2 SET 10" SPIKE W/WASHER PSM #5647 ELEV.= 16.61' (NAVD 88)
RESERVED FUTURE PARKING
DRY DETENTION POND 7,510 SF
10.3' SETBACK
S45°17'15"E 505.00'
NOT PLATTED
LAND USE: IND (INDUSTRIAL) ZONING: IL (LIGHT INDUSTRIAL)
LAND USE: INDUSTRIAL ZONING: IH
RIGHT OF WAY EASEMENT (ORB 526, PAGE 617) (EXCEPTION #8) (PLAT BOOK 27, PAGE 6) (EXCEPTION #5)
N44°42'44"E 91.55'
S00°02'52"W 220.00'
S00°02'51"W 200.00'
DRAINAGE AND UTILITY EASEMENT (ORB 616, PAGE 1187) (EXCEPTION #9)
DITCH
15" CMP N. INV. = 12.50' S. INV. = 12.40'
18" CMP W. INV. = 13.7' E. INV. = 13.6'
18" CMP W. INV. = 11.80' E. INV. = 12.00'
- WAR
- ONE STORY - OF - WAREHOUSING STOR
ELECTRIC PANEL
ALARM
SEPTIC DRAINFIELD AND TANK
CHAINLINK FENCE (CLEAR OF LINE)
N89°57
LAND USE: IND (INDUSTRIAL) ZONING: IL (LIGHT INDUSTRIAL)
LOT 2
CATCH BASIN (CONTROL STRUCTURE) GRT EL. = 15.5'+/- **NO ACCESS TO INVERTS** (SEE SURVEYORS NOTE #1)
- OFFICE - STORAGE UNITS -
CONCRETE RAMP
A/C
BASIN


A1A
ORANGE AVE
PROJECT SITE
FEC RAIL RD
1
95
SUNSHINE STATE PARKWAY
SELVITZ RD
MIDWAY RD

LOCATION MAP

GRAPHIC SCALE

30 0 15 30

(IN FEET)
1 inch = 30 ft.

LEGEND

━━━━	PROJECT BOUNDARY
— — —	SECTION LINE
────	LOT LINE
— — —	SETBACK
▬ ▬ ▬	BASIN LINE
- - - - -	EXISTING CONCRETE
=========	EXISTING CULVERT
—— FZ ——	FLOOD ZONE LIMITS
— — X — —	EXISTING FENCE
——— ———	EXISTING EASEMENT
—— 20 ——	EXISTING CONTOURS
× 60.0	EXISTING ELEVATION
- - - - -	EXISTING PATHWAYS
— — TOB — —	EXISTING TOP OF BANK
— — OHU — —	EXISTING OVERHEAD UTILITY LINE
◇	EXISTING UTILITY POLE (WOOD)
▭	EXISTING BUILDING
—— 60 ——	PROPOSED MAJOR CONTOURS
—— 59 ——	PROPOSED MINOR CONTOURS
— —GAS— —	EXISTING GAS LINE
▨	ACCESS EASEMENT
────	CURB
— — — —	BOUNDARY OF REMOVAL
▒	PROPOSED HEAVY DUTY ASPHALT
✲	EXISTING FIRE HYDRANT
▒	EXISTING CONCRETE
▥	EXISTING CATCH BASIN

SITE DATA TABLE

Owner/Applicant:
Red Hawk Rebar Holdings LLC
2347, Biscayne Blvd
Unit R4-U
Miami, FL 33147
Phone: 786-879-0311

Architect:
David Trautman
Trautman Architecture
(305) 669-5160 :Work
(305) 898-9098 :Mobile
david@ballitrautman.com

Landscape Architect:
Jeffrey W. Smith
Conceptual Design Group, Inc.
900 East Ocean Boulevard, Suite 13
Stuart, Flordia 34994
(561) 371-1644 :Mobile
jscdginc@bellsouth.net

Engineer / Surveyor:
Culpepper & Terpening, Inc.
2980 South 25th. Street
Fort Pierce, FL 34981
Phone: 772-464-3537
Fax: 772-464-9497
www.ct-eng.com

Environmental Services
TBD

1.) **Project Name:**
Red Hawk Rebar Manufacturing Plant

2.) **Location:**
The project site is located at 4201 Bandy Boulevard, Ft. Pierce, Florida

3.) **Project Description:**
24,534 sq feet of Rebar Manufacturing / Storage & Distribution Facility

4.) **Sec/Town/Range:**
Section 31, Township 35 South, Range 40 East

5.) **Tax Map ID:**
24/31N

6.) **Parcel ID Numbers:**
2431-505-0010-000-3

7.) **Gross Site Area:**

2.92	acres		127,195	sq feet
2.92	acres	land above MHW	127,195	sq feet
0	acres	land below MHW	-	sq feet

8.) **Zoning:**

IL	Light Industrial	2.92	acres

9.) **Land Use:**

HI	Heavy Industrial	2.92	acres

10.) **Site Density/Intensity:**
N/A

11.) **Development Schedule:**
Start: Spring 2026
Complete: Spring 2027

12.) **Flood Zone:**
The project site is located in Flood Zone X (Area With Reduced Flood Risk), according to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map Number 12111C0188K, February 2, 2020.

13.) **Site Coverage[1]:**

	acreage	sq feet	% of site	FAR[3]
Buildings (all types)	0.56	24,534	19.3	0.231
Roadways/Parking	1.05	45,901	36.1	N/A
Conc. Paving	0.07	2,984	2.3	N/A
Total Impervious	1.69	73,419	57.7	
Material Storage Area	0.21	9,017	7.1	
Open Space/ Landscape/ Future Dev.	0.86	37,249	29.3	N/A
Retention (dry)	0.17	7,510	5.9	N/A
Total Site Area	2.92	127,195	100	

Notes:
1.) All areas are approximate and subject to change as part of final construction plans.
2.) Existing Site Facilities (2023) represent existing site conditions & Proposed Site Addition represents site area approved (but not yet constructed) per Colonial Engineering Site Plan Minor Corrections.
3.) FAR coverage based on total bldg sq ft/ gross lot area.

14.) **Parking: Expansion Area**

Area			Total Required	Spaces Provided	Typical/ADA
Manufacturing	24,534 SF	(1.66/1000)	41	41	2
			Future reserved parking	15	

Per Fort Pierce zoning code sec 125-315- Off-street parking and loading

15.) **Building Hgt.:**
Maximum Building Hgt. 80' Proposed Building Hgt. (max) 35'-6"

16.) **Building Setbacks/Spacing (Min. Industrial):**

	Required	Provided
Front (as measured from Post Office Road)	50.0 ft	89.5 ft
South side	30.0 ft	59.3
West Side	30.0 ft	68.1
Rear (as measured from west property line)	40.0 ft	214 ft

17.) **Utility Service:**

Water Service (Utility)	FPUA	Electric Service	FPL
Sewage Service (Utility)	FPUA	Telcom Service (backbone)	ATT
Re-Use Water (Utility)	N/A	Cable Service (primary)	Comcast

All utility services will be placed underground.

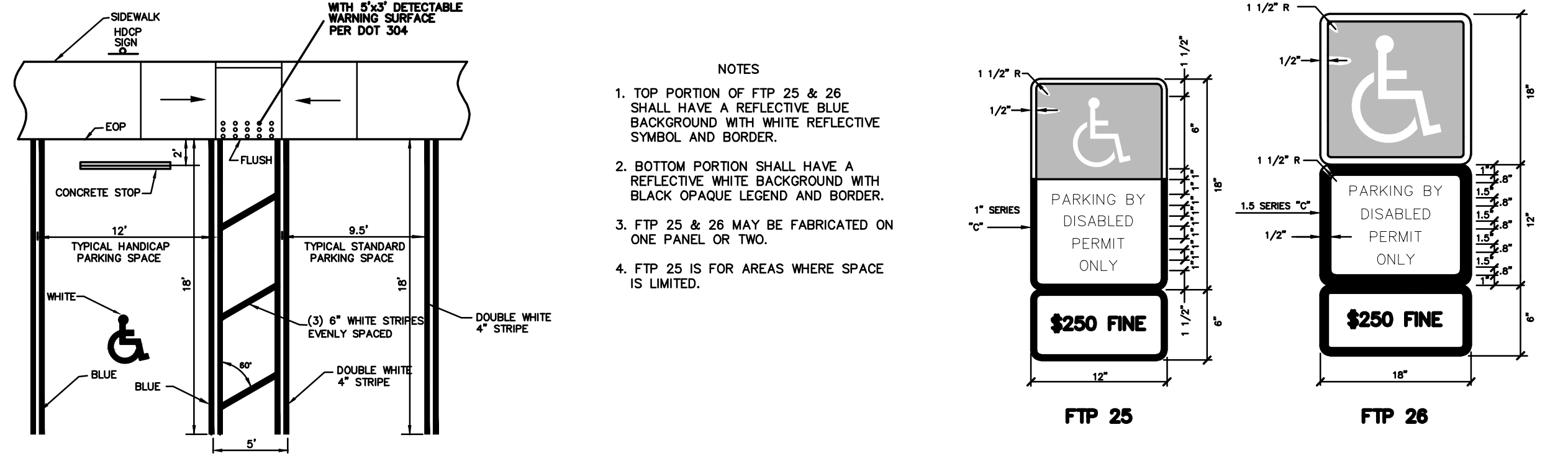
18.) **Refuse Collection:**
Soild waste collectors will be through the use of on-site trash compactors and approved St. Lucie County Commercial Waste Haulers.

19.) **Site Lighting:**
Site lighting of the parking and site storage areas will be provided through a combinantion of wall-mounted fixtures on the side of the buildings or through the placement of several indepenent poles located along the perimeter of the travel way and site storage area. All on-site lighting wll comply with the CIty footcanlde requirement.

20.) **Site Drainage (preliminary):**
The existing drainage system shall be utilized and a new dry detention system will be constructed to provide for the additional construction. Storm drainage facilities shall conform to Chapter 17 of the Ft. Pierce Code of Ordinance and Standard Specifications adopted by the City Commision February 13. 1978.

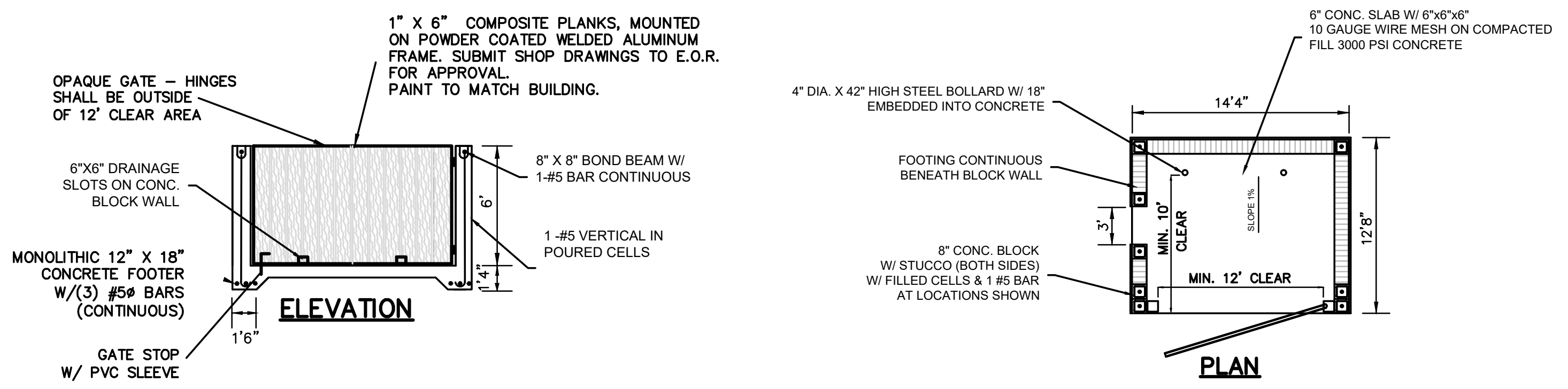
21.) **Traffic Statement:**
Trip Generation based upon Institute of Transportation Engineers (ITE) Code 140 (11th Edition)

	Average rate
Weekday AM peak	20
Weekday PM peak	20


SIDEWALK
HDCP SIGN
ADA RAMP WITH 5'x3' DETECTABLE WARNING SURFACE PER DOT 304
EOP
FLUSH
CONCRETE STOP
2'
12'
TYPICAL HANDICAP PARKING SPACE
9.5'
TYPICAL STANDARD PARKING SPACE
18'
WHITE
BLUE
BLUE
(3) 6" WHITE STRIPES EVENLY SPACED
60°
DOUBLE WHITE 4" STRIPE
DOUBLE WHITE 4" STRIPE
5'
PARKING BY DISABLED PERMIT ONLY
$250 FINE
1 1/2" R
1/2"
1" SERIES "C"
1.5 SERIES "C"
12"
18"
6"
FTP 25
FTP 26

NOTES
1. TOP PORTION OF FTP 25 & 26 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. FTP 25 & 26 MAY BE FABRICATED ON ONE PANEL OR TWO.
4. FTP 25 IS FOR AREAS WHERE SPACE IS LIMITED.

HANDICAP PARKING DETAIL
NOT TO SCALE


1" X 6" COMPOSITE PLANKS, MOUNTED ON POWDER COATED WELDED ALUMINUM FRAME. SUBMIT SHOP DRAWINGS TO E.O.R. FOR APPROVAL. PAINT TO MATCH BUILDING.
OPAQUE GATE – HINGES SHALL BE OUTSIDE OF 12' CLEAR AREA
6"X6" DRAINAGE SLOTS ON CONC. BLOCK WALL
8" X 8" BOND BEAM W/ 1-#5 BAR CONTINUOUS
1 -#5 VERTICAL IN POURED CELLS
MONOLITHIC 12" X 18" CONCRETE FOOTER W/(3) #5ø BARS (CONTINUOUS)
GATE STOP W/ PVC SLEEVE
6'
1'4"
1'6"
ELEVATION
6" CONC. SLAB W/ 6"x6"x6" 10 GAUGE WIRE MESH ON COMPACTED FILL 3000 PSI CONCRETE
4" DIA. X 42" HIGH STEEL BOLLARD W/ 18" EMBEDDED INTO CONCRETE
FOOTING CONTINUOUS BENEATH BLOCK WALL
8" CONC. BLOCK W/ STUCCO (BOTH SIDES) W/ FILLED CELLS & 1 #5 BAR AT LOCATIONS SHOWN
14'4"
12'8"
3'
MIN. 10' CLEAR
MIN. 12' CLEAR
SLOPE 1%
PLAN

DUMPSTER AREA DETAIL
NOT TO SCALE

COMPUTER FILE REF.	FIELD BK./PG.

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

– R E V I S I O N S –	BY	DATE
TRC REVIEW COMMENTS REVISIONS	AW	9/10/25
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.	.	.

	BY	DATE
DESIGNED	####	####
CALCS.	####	2/6/25
DRAWN	AW	2/6/25
DETAILED	AW	TBD3
CHECKED	####	TBD2
APPROVED	####	TBD1

REDHAWK II REBAR FACILITY

SITE PLAN

DATE: 2/6/25
HORIZ. SCALE: 1"=30'
VERT. SCALE: N/A
JOB No. 23-041.001
SHEET 1 of 1

P:\Pro-2023\23-041.001 Redhawk II\Eng\23-041.001 Redhawk Site Plan Alternate.dwg Plotted: 9/10/2025 3:12 PM By: ALEXANDER WILLIAMS

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Major Site Plan (Development Review) – 4201 Bandy Blvd -

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: November 16, 2025

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kerry C. Driver

TITLE: Senior Planner

SIGNATURE:

DATE: November 12, 2025

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Received
NOV 24 2025
City Clerk's Office

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

SCN StLucie-IndianRv-Stuart	11/16/2025
SCN tcpalm.com	11/16/2025

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 11/16/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

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State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, will on Monday, December 1, 2025, hold a Quasi-Judicial Public Hearing in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida, at their meeting which begins at 5:05 p.m., to consider review and approval of an application for Major Site Plan Development submitted by property owner, Red Hawk Rebar Holdings, LLC and Representative, Culpepper & Terpening Inc., to construct a 24,534 sq. ft industrial building used to manufacture metal rebars for construction activities at 4201 Bandy Blvd., Fort Pierce, FL. The property is zoned Light Industrial (I-1). Parcel ID: 2431-505-0010-000-3.

All interested parties may appear at the meeting and be heard with respect to the Application(s). The Quasi-Judicial procedures can be found on the City's website: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
November 16 2025
LSAR0407115

City Commission Regular Meeting - 5:05 PM **12. D.**

Meeting Date: 12/01/2025

Re: 25-020 Sunrise Lakes PD Final Site Plan

Submitted For: Kev Freeman, Planning Director, Planning Department

---

SUBJECT:

Quasi-Judicial Hearing - Ordinance 25-020 - Review and approval of an application to rezone a single parcel containing approximately 11.54 acres and being located at or near 3804 Sunrise Boulevard in Fort Pierce, from Single Family Zone (R-1) zoning to Planned Development (PD) together with a Planned Development Final Site Plan for forty-eight (48) single-family residences. The application is submitted by applicant Blaine Bergstresser, KMA Engineering & Surveying, on behalf of owner DT VENTURES 1 LLC. - FIRST READING.

SUMMARY:

This application is proposing a rezoning to a Final Planned Development (PD) together with a Planned Development Final Site Plan for 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 with a future land use of RL. The site was recently annexed into the City of Ft. Pierce and has a City Zoning of R-1 and an existing City Future Land Use of Low Density Residential (maximum 6.5 units per acre). The site is bordered by St. Lucie County single-family RS-3 zoning on the south and west. To the north is a cemetery and to the east is a Florida Department of Transportation building, both with industrial zoning.

The proposal was first heard by the City Commission at their July 21, 2025, meeting and continued in order that the applicant could revise the plan. An amended proposal was presented to the Planning Board at their September 8, 2025, meeting. The Planning Board determined to recommend denial based on the lack of on-site school bus stop/turn-a-round and the number of proposed units (50). Subsequently, the applicant presented an updated and revised site plan to the Planning Board at their October 13, 2025, meeting. The Planning Board recommended approval based on the revised site plan, which included a school bus turn-a-round and a reduction in the number of dwelling units to 48. The amended site plan is presented as part of this agenda item.

The City's R-1 zoning is primarily intended to provide for areas of single-family dwellings with an average net density of less than four (4) units per acre for conventional developments. The proposed Planned Development Zoning has a density of 4.16 dwelling units per acre and is therefore requesting 2 additional units. The Low Density Future Land Use allows a density of up to 6.5 dwelling units per acre (75 units).

The proposed Planned Development zoning incorporates several public benefits, including:

- The construction of 1,230 ft of sewer forcemain along Sunrise Boulevard.
- Improvement and maintenance of an existing drainage ditch and record a 20 ft easement.
- A school bus turn-a-round with sheltered bus stop.

- Sidewalk along the frontage of the property north to the intersection of Sunset Boulevard with Bell Ave.
- Reinforcement and enhancement of the buffer area along the south boundary of the property.
- In addition, a number of resident amenities are included within the site plan.

The proposed development is considered to meet the health, safety and welfare of the city through appropriate site plan design and infrastructure improvements by reason of the provision of an extended sidewalk, improved stormwater management and extension of water and sewer line.

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, and that the proposed and revised application meets the standards of the City's Code Section 125-212, and 125-314.
Staff recommend the City Commission **APPROVE** the application, subject to the 13 conditions as noted, with a recommendation of APPROVAL to the City Commission.

ALTERNATIVES:

Approval with alternative/additional conditions.
Or
Disapproval.

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

Staff Presentation
Staff Report
Applicant Presentation
ORD# 25-020
Executed Development Agreement
PD Final Site Plan
Engineering Plans
Traffic Impact Study

Landscape Plans
Buffer Section
Environmental Assessment
Lighting Plan
Tree Disposition
Water Availability
Sewer Availability
Stormwater Maintenance
Project Narrative
Legal
Property Card
Topographic Survey
TRC Comments
Engineering Department Approval
County Approval
City Attorney Memo
Public Notification Verification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	11/24/2025 01:46 PM

Form Started By: Kev Freeman
Started On: 11/18/2025 11:30 AM
Final Approval Date: 11/24/2025

CITY OF FORT PIERCE

CITY COMMISSION

DECEMBER 1, 2025

Sunrise Lakes Final PD Site Plan

PD2024-00002

APPLICATION

PD2024-00002 Sunrise Lakes Final Site Plan PD - Sunrise Blvd

APPLICANT

Bergstresser, Blaine

KMA Engineering & Surveying for
DT VENTURES 1 LLC

ADDRESS

3804 Sunrise Boulevard

PARCEL ID #:

2433-123-0001-000-1

SUMMARY

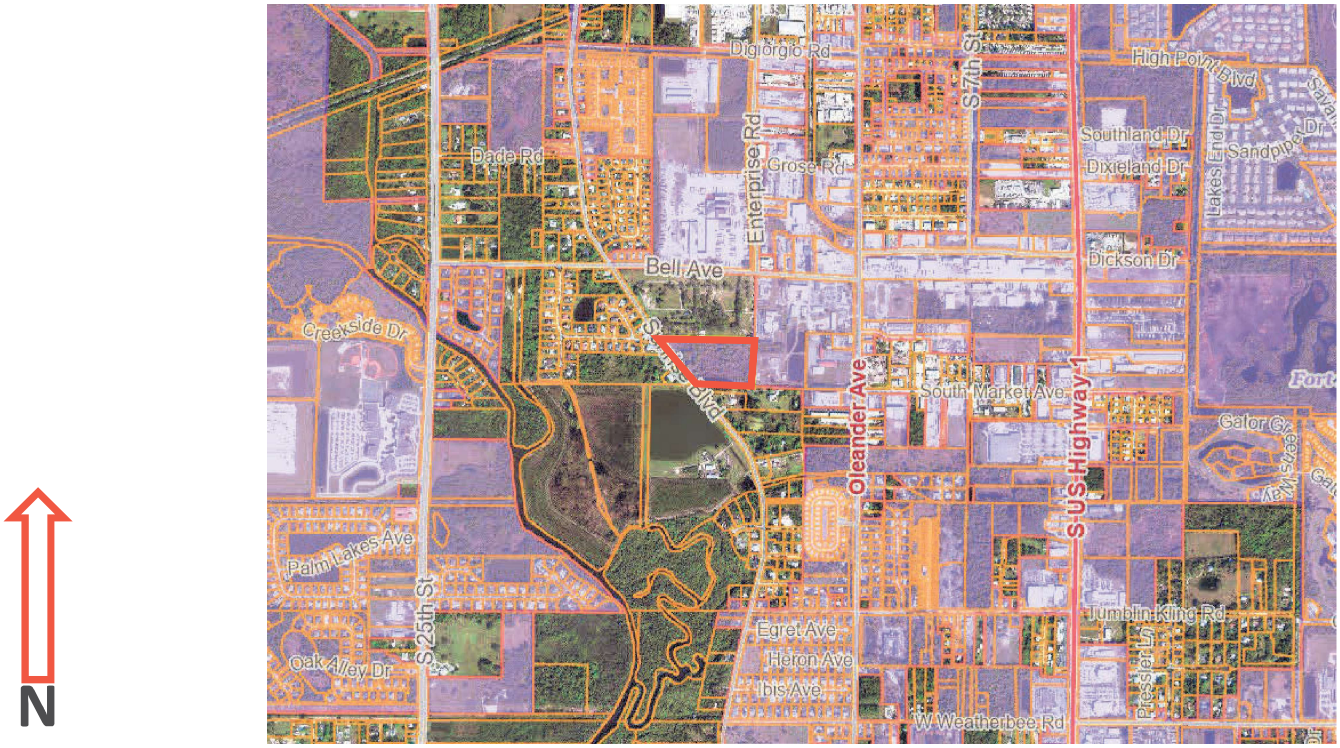
REVISED APPLICATION

This 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.

The site is bordered by single-family RS-3 zoning on the south and west. To the north is a cemetery and the east is a Florida Department of Transportation building, both with industrial zoning.

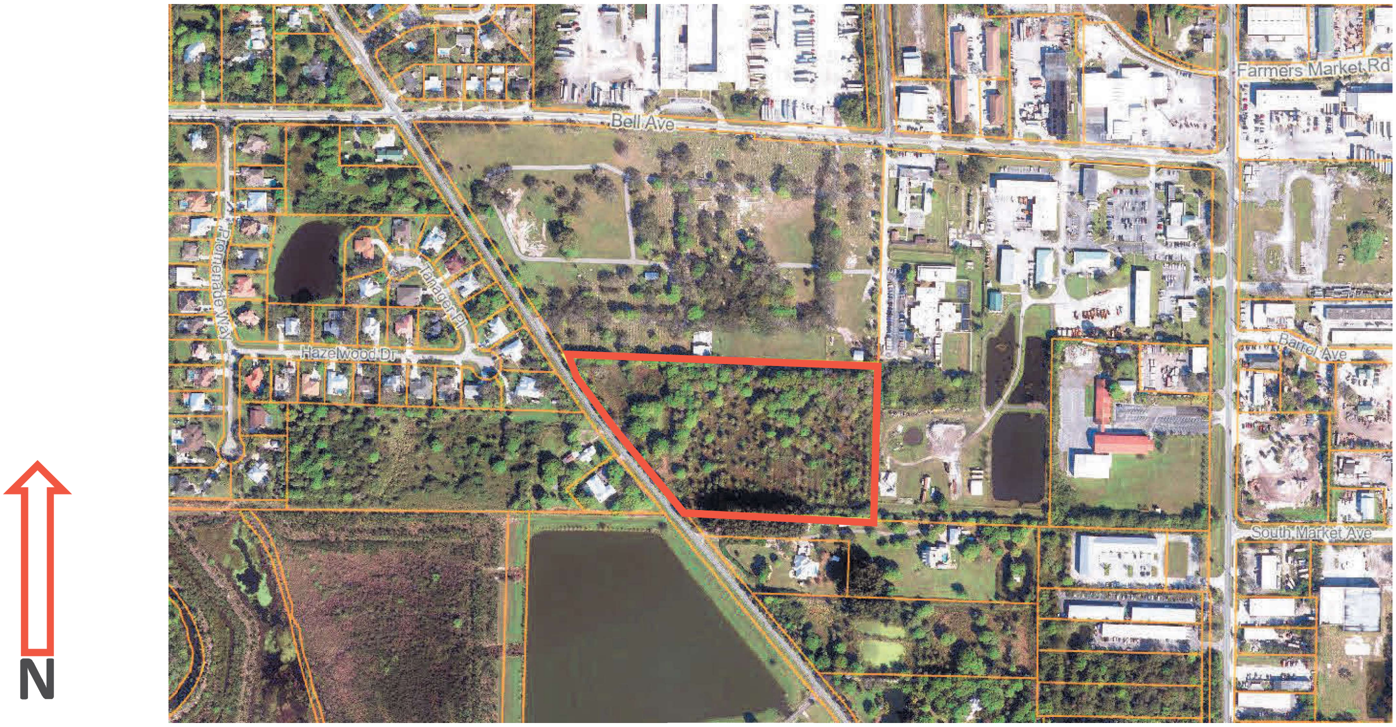
SITE LOCATION

SITE AREA +/- 11.54 Acres

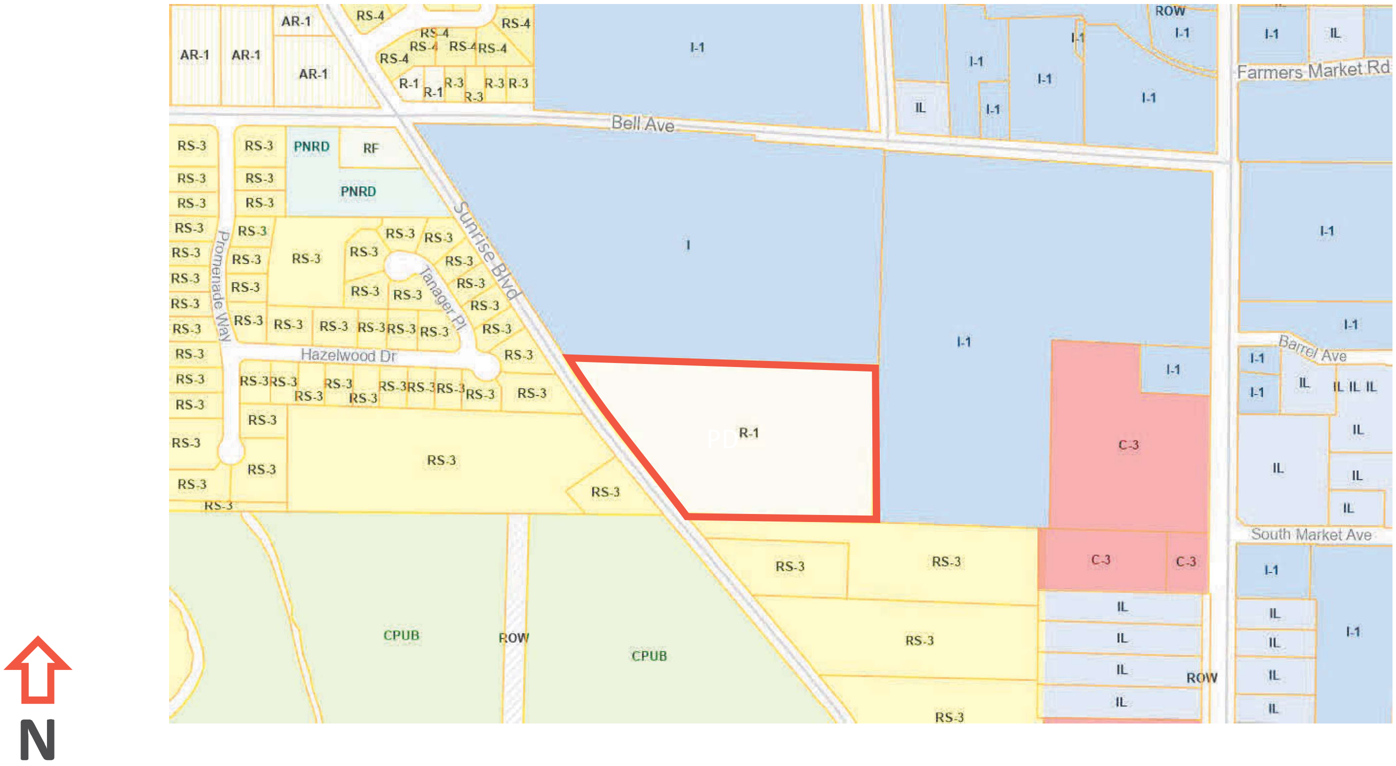

Digiorgio Rd
S 7th St
High Point Blvd
Sandpiper Dr
Southland Dr
Dixieland Dr
Lakes End Dr
Dade Rd
Grose Rd
Enterprise Rd
Bell Ave
Dickson Dr
Creekside Dr
S Sunrise Blvd
Oleander Ave
South Market Ave
S US Highway 1
Gator Greens Way
Palm Lakes Ave
S 25th St
Jumblin King Rd
Egret Ave
Heron Ave
Ibis Ave
Oak Alley Dr
Pressler Ln
W Weatherbee Rd
N

SITE LOCATION

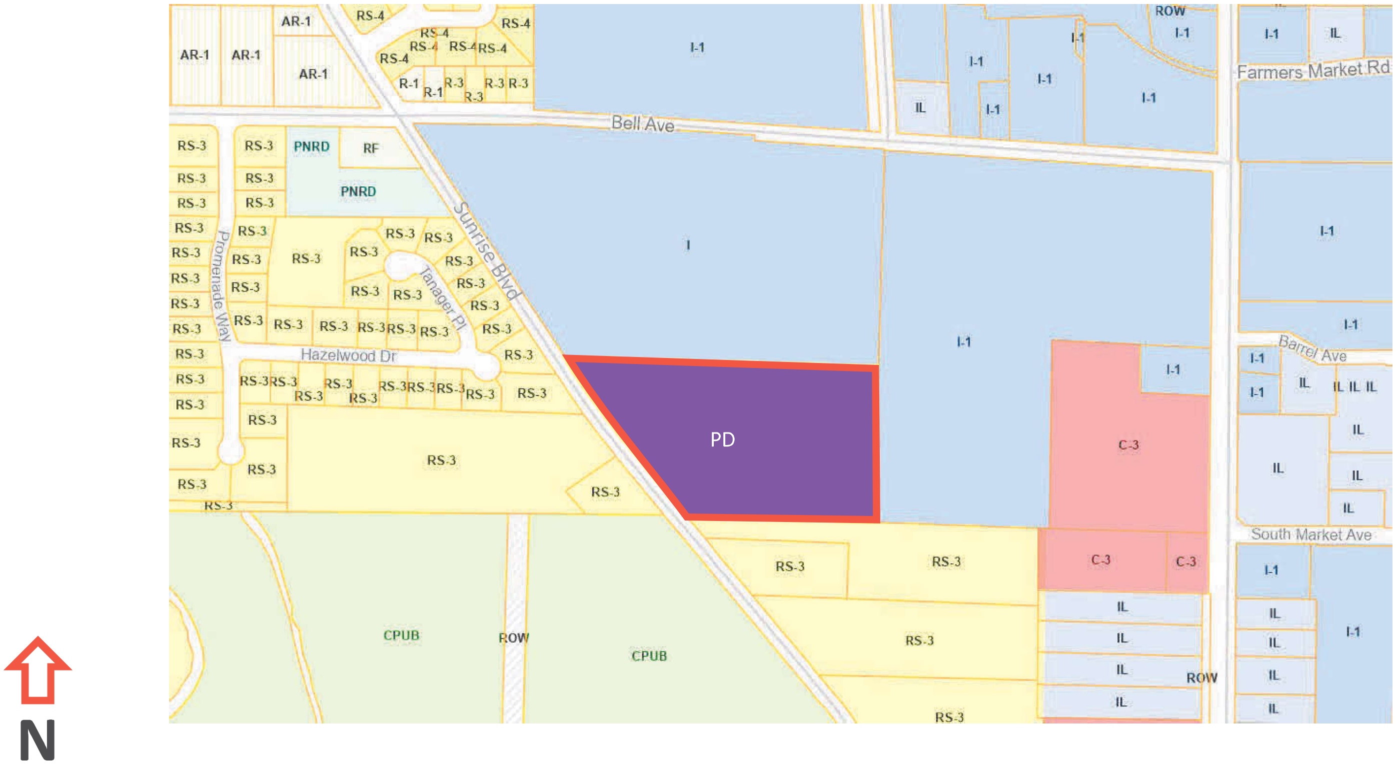
SITE AREA +/- 11.54 Acres


Farmers Market Rd
Bell Ave
Barrel Ave
Promenade Way
Tanager Pl
Hazelwood Dr
South Market Ave
N

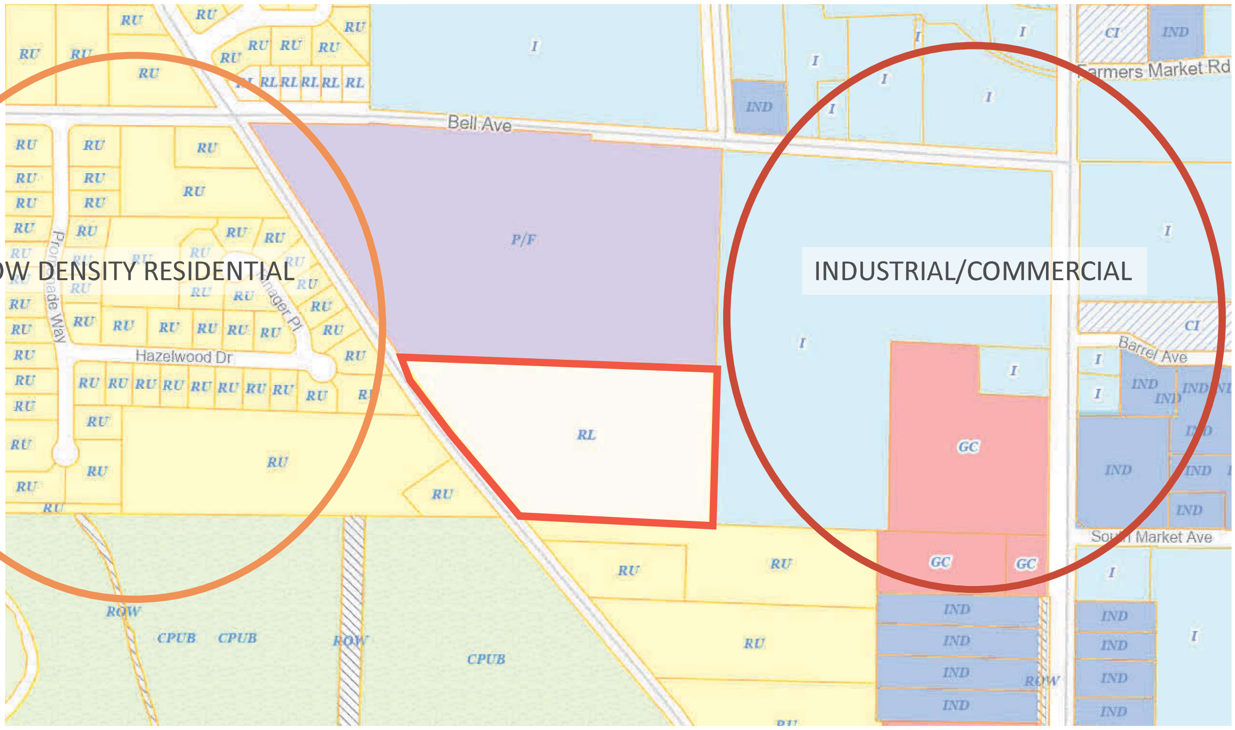
EXISTING ZONING – R-1


Farmers Market Rd
Bell Ave
Sunrise Blvd
Tanager Pl
Hazelwood Dr
Promenade Way
Barrel Ave
South Market Ave
R-1
I
I-1
IL
C-3
RS-3
RS-4
R-3
AR-1
PNRD
RF
CPUB
ROW
N

PROPOSED ZONING – PD

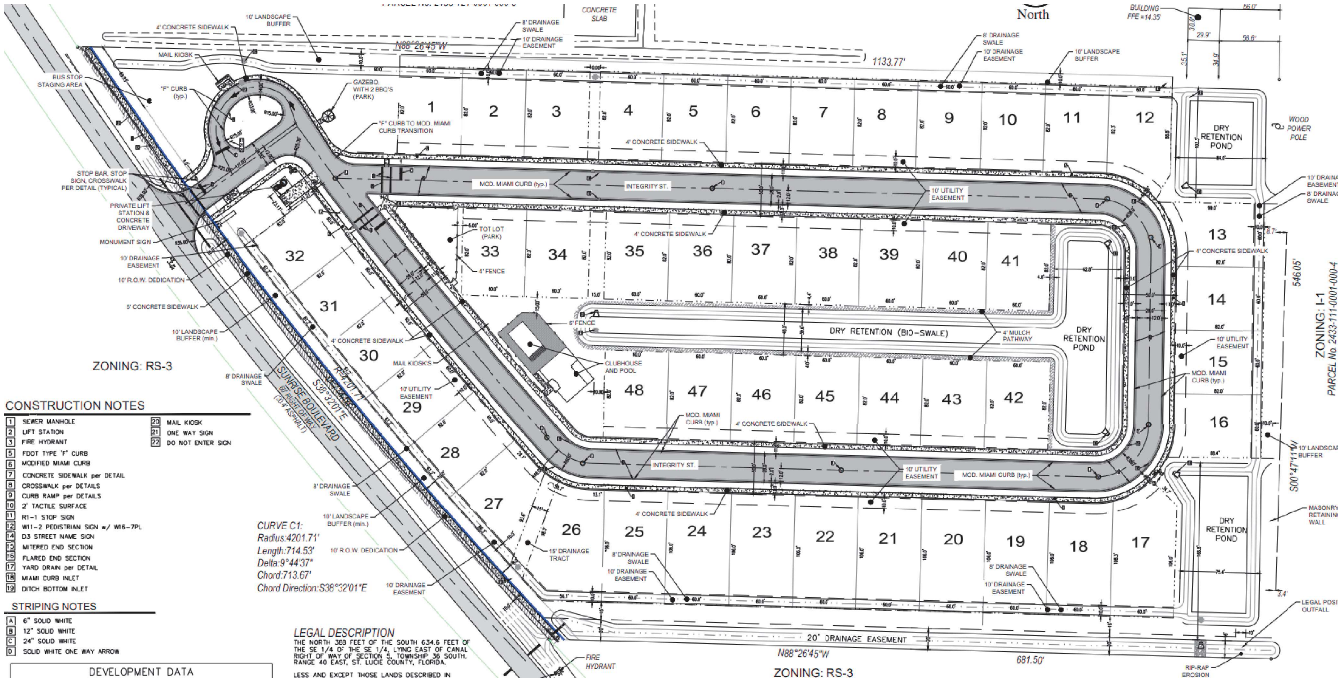

Farmers Market Rd
Bell Ave
Sunrise Blvd
Tanager Pl
Hazelwood Dr
Promenade Way
Barrel Ave
South Market Ave
PD
I
I-1
IL
C-3
RS-3
RS-4
R-3
R-1
AR-1
PNRD
RF
CPUB
ROW
N

EXISTING FLU – LOW DENSITY RESIDENTIAL – NO CHANGE


LOW DENSITY RESIDENTIAL
INDUSTRIAL/COMMERCIAL
Bell Ave
Farmers Market Rd
South Market Ave
Barrel Ave
Hazelwood Dr
Promenade Way
Prager Pl
P/F
RL
GC
IND
CI
I
RU
CPUB
ROW

N

SUNRISE LAKES – SITE PLAN


North
ZONING: RS-3
ZONING: I-1
PARCEL No. 2433-111-0001-000-4
SUNRISE BOULEVARD
60' RIGHT OF WAY
(20.4' ASPHALT)
INTEGRITY ST.
DRY RETENTION POND
DRY RETENTION (BIO-SWALE)
CLUBHOUSE AND POOL
GAZEBO, WITH 2 BBQ'S (PARK)
TOT LOT (PARK)
MAIL KIOSK
BUS STOP STAGING AREA
MONUMENT SIGN
PRIVATE LIFT STATION & CONCRETE DRIVEWAY
FIRE HYDRANT
1133.77'
681.50'
546.05'
N88°26'45"W
S00°47'11"W
20' DRAINAGE EASEMENT
10' LANDSCAPE BUFFER
10' UTILITY EASEMENT
4' CONCRETE SIDEWALK
5' CONCRETE SIDEWALK
8' DRAINAGE SWALE
10' DRAINAGE EASEMENT
10' R.O.W. DEDICATION
CURVE C1:
Radius:4201.71'
Length:714.53'
Delta:9°44'37"
Chord:713.67'
Chord Direction:S38°32'01"E
CONSTRUCTION NOTES
1 SEWER MANHOLE
2 LIFT STATION
3 FIRE HYDRANT
5 FDOT TYPE 'F' CURB
6 MODIFIED MIAMI CURB
7 CONCRETE SIDEWALK per DETAIL
8 CROSSWALK per DETAILS
9 CURB RAMP per DETAILS
10 2' TACTILE SURFACE
11 R1-1 STOP SIGN
12 W11-2 PEDISTRIAN SIGN w/ W16-7PL
14 D3 STREET NAME SIGN
15 MITERED END SECTION
16 FLARED END SECTION
17 YARD DRAIN per DETAIL
18 MIAMI CURB INLET
19 DITCH BOTTOM INLET
20 MAIL KIOSK
21 ONE WAY SIGN
22 DO NOT ENTER SIGN
STRIPING NOTES
A 6" SOLID WHITE
B 12" SOLID WHITE
C 24" SOLID WHITE
D SOLID WHITE ONE WAY ARROW
DEVELOPMENT DATA
LEGAL DESCRIPTION
THE NORTH 388 FEET OF THE SOUTH 634.6 FEET OF THE SE 1/4 OF THE SE 1/4, LYING EAST OF CANAL RIGHT OF WAY OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.
LESS AND EXCEPT THOSE LANDS DESCRIBED IN
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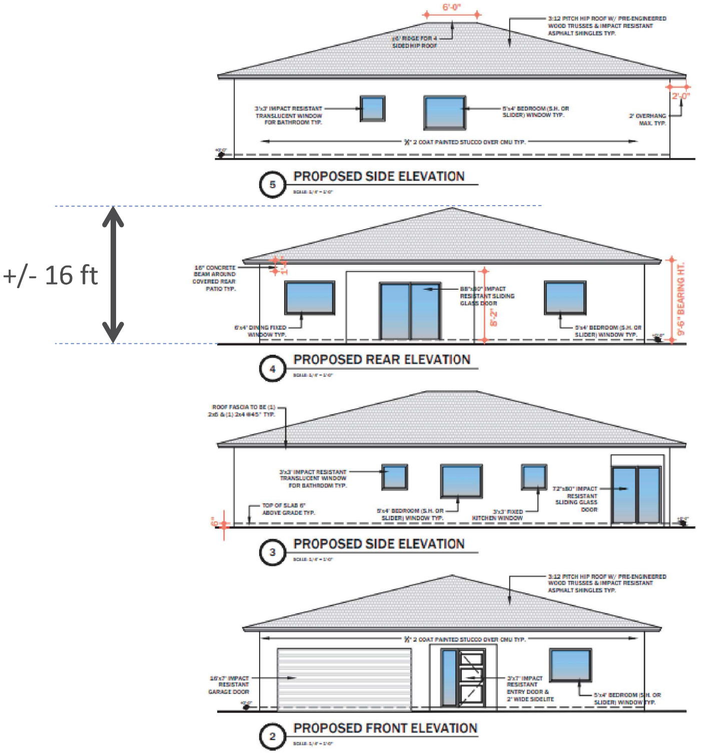
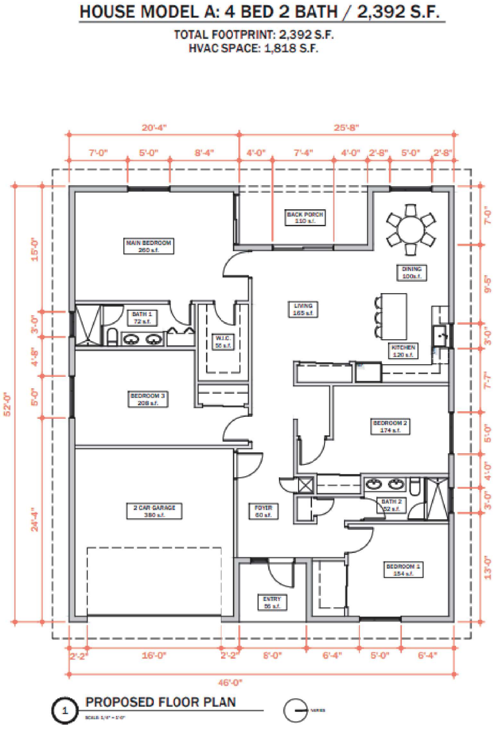
N

SUNRISE LAKES – ARCHITECTURAL DETAILS


6'-0"
±6' RIDGE FOR 4 SIDED HIP ROOF
3:12 PITCH HIP ROOF W/ PRE-ENGINEERED WOOD TRUSSES & IMPACT RESISTANT ASPHALT SHINGLES TYP.
3'x3' IMPACT RESISTANT TRANSLUCENT WINDOW FOR BATHROOM TYP.
5'x4' BEDROOM (S.H. OR SLIDER) WINDOW TYP.
2'-0"
2' OVERHANG MAX. TYP.
⅝" 2 COAT PAINTED STUCCO OVER CMU TYP.
5 PROPOSED SIDE ELEVATION
+/- 16 ft
16" CONCRETE BEAM AROUND COVERED REAR PATIO TYP.
88"x80" IMPACT RESISTANT SLIDING GLASS DOOR
8'-2"
9'-6" BEARING HT.
6'x4' DINING FIXED WINDOW TYP.
5'x4' BEDROOM (S.H. OR SLIDER) WINDOW TYP.
4 PROPOSED REAR ELEVATION
ROOF FASCIA TO BE (1) 2x6 & (1) 2x4 @45° TYP.
3'x3' IMPACT RESISTANT TRANSLUCENT WINDOW FOR BATHROOM TYP.
72"x80" IMPACT RESISTANT SLIDING GLASS DOOR
TOP OF SLAB 6" ABOVE GRADE TYP.
5'x4' BEDROOM (S.H. OR SLIDER) WINDOW TYP.
3'x3' FIXED KITCHEN WINDOW
3 PROPOSED SIDE ELEVATION
3:12 PITCH HIP ROOF W/ PRE-ENGINEERED WOOD TRUSSES & IMPACT RESISTANT ASPHALT SHINGLES TYP.
⅝" 2 COAT PAINTED STUCCO OVER CMU TYP.
16'x7' IMPACT RESISTANT GARAGE DOOR
3'x7' IMPACT RESISTANT ENTRY DOOR & 2' WIDE SIDELITE
5'x4' BEDROOM (S.H. OR SLIDER) WINDOW TYP.
2 PROPOSED FRONT ELEVATION


HOUSE MODEL A: 4 BED 2 BATH / 2,392 S.F.
TOTAL FOOTPRINT: 2,392 S.F.
HVAC SPACE: 1,818 S.F.
20'-4"
25'-8"
7'-0"
5'-0"
8'-4"
4'-0"
7'-4"
4'-0"
2'-8"
5'-0"
2'-8"
BACK PORCH 110 s.f.
MAIN BEDROOM 260 s.f.
DINING 100s.f.
LIVING 165 s.f.
BATH 1 72 s.f.
W.I.C. 55 s.f.
KITCHEN 120 s.f.
BEDROOM 3 208 s.f.
BEDROOM 2 174 s.f.
2 CAR GARAGE 380 s.f.
FOYER 60 s.f.
BATH 2 52 s.f.
ENTRY 56 s.f.
BEDROOM 1 154 s.f.
52'-0"
15'-0"
3'-0"
4'-8"
5'-0"
24'-4"
7'-0"
9'-5"
3'-0"
7'-7"
5'-0"
4'-0"
3'-0"
13'-0"
2'-2"
16'-0"
2'-2"
8'-0"
6'-4"
5'-0"
6'-4"
46'-0"
1 PROPOSED FLOOR PLAN

PLANNING BOARD

The Planning Board, at their September 8, meeting recommended DISAPPROVAL of the Sunrise Lakes PD Final Site Plan, by a vote of 6-1, by reason of lack of School bus turn-a-round and stop within the development and number of dwellings (50).

A revised proposal including 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 was presented to the Planning Board at its October 13 meeting and recommended APPROVAL by a vote of 5-2.

SCHOOL DISTRICT

At the October 13, 2025, Planning Board, the School District recommendation, that a school bus stop loop be provided internally to the site and designed with the appropriate turning radii was reinforced by the Planning Board.

However, in a subsequent email dated October 24, 2025, the School District stated ‘*After reviewing the attachments with my Transportation Department, it is clear from the drawing that the bus will run over the curbs when navigating the loop. I recommend installing a bus shelter on Sunrise and creating a small parking area instead of the loop. The buses can make the stop north of the entrance.*’

The present site plan incorporates the original Planning Board and School District recommendations.

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. And that the proposed and revised application meets the standards of the City’s Code Section 125-212, and 125-314.

Staff recommend the City Commission APPROVE the application, subject to the 13 conditions as noted, with a recommendation of APPROVAL to the City Commission.

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 Open Space shall be maintained at a minimum of 23% of the Final PD site area.

CONDITIONS (continued).

4. The development shall comply with the permitted density, intensity and residential lot and building heights as outlined within the approved Sunrise Lakes Development Agreement and Final PD site plan.
5. A detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.

6. The 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.

CONDITIONS (continued).

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 issuance of 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.

CONDITIONS (continued).

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 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 location shall be approved by the St. Lucie County School Board prior to issuance of final certificate of occupancy.

ALTERNATIVE RECOMMENDATIONS:

Approval with alternative/additional conditions

Or

Disapproval

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

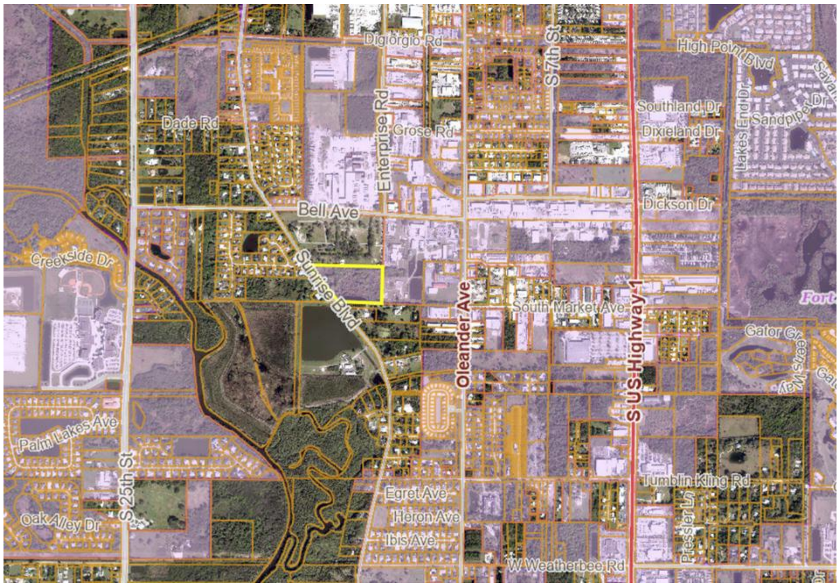
TO:	Richard Chess, City Manager City Commission
FROM:	Kev Freeman, Planning Director
RE:	**PD2024-00002 Sunrise Lakes (3804 Sunrise Blvd)** **PD Final Site Plan**
COMMISSION DATE:	December 1, 2025

STAFF REPORT

Agent (on behalf of the Owner): Blaine Bergstresser, KMA Engineering & Surveying

Owner: **DT VENTURES 1 LLC**

Summary: This application is proposing a rezoning to a Final Planned Development (PD) of 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. The site is bordered by single-family RS-3 zoning on the south and west. To the north is a cemetery and the east is a Florida Department of Transportation


Digiorgio Rd
High Point Blvd
S 7th St
Southland Dr
Dixieland Dr
Lakes End Dr
Sandpiper Dr
Dade Rd
Enterprise Rd
Grose Rd
Bell Ave
Dickson Dr
Creekside Dr
Sunrise Blvd
Oleander Ave
South Market Ave
S US Highway 1
Gator Cv
Palm Lakes Ave
S 25th St
Oak Alley Dr
Egret Ave
Heron Ave
Ibis Ave
W Weatherbee Rd
Tumblin Kling Rd

building, both with industrial zoning..

Location(s): 3804 Sunrise Boulevard.

Parcel ID (s): 2433-123-0001-000-1

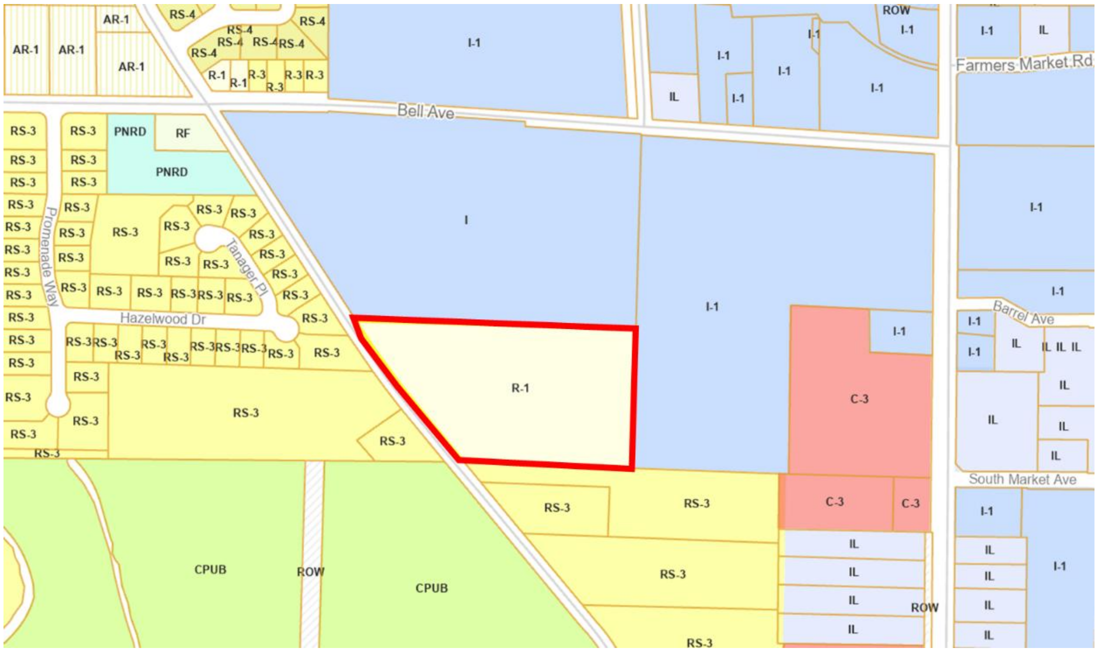
Surrounding FLU and Zoning:

Current Zoning	R-1 Single-family
Proposed Zoning	PD (Final Site Plan)
Current FLU	RL Low Density
Proposed FLU	NO CHANGE
Zoning North	I (COUNTY)
Zoning South	RS-3 (COUNTY)
Zoning East	I-1 (CITY)
Zoning West	RS-3 (COUNTY)
FLU North	P/F (COUNTY)
FLU South	RU (COUNTY)
FLU East	I (CITY)
FLU West	RU (COUNTY).

Request

In accordance with Article V Sections 125-212, and 125-314 of the City Code, the applicant is requesting approval of a zoning change to a Planned Development (PD) Zoning District with approval of a Final PD Site Plan.

Zoning



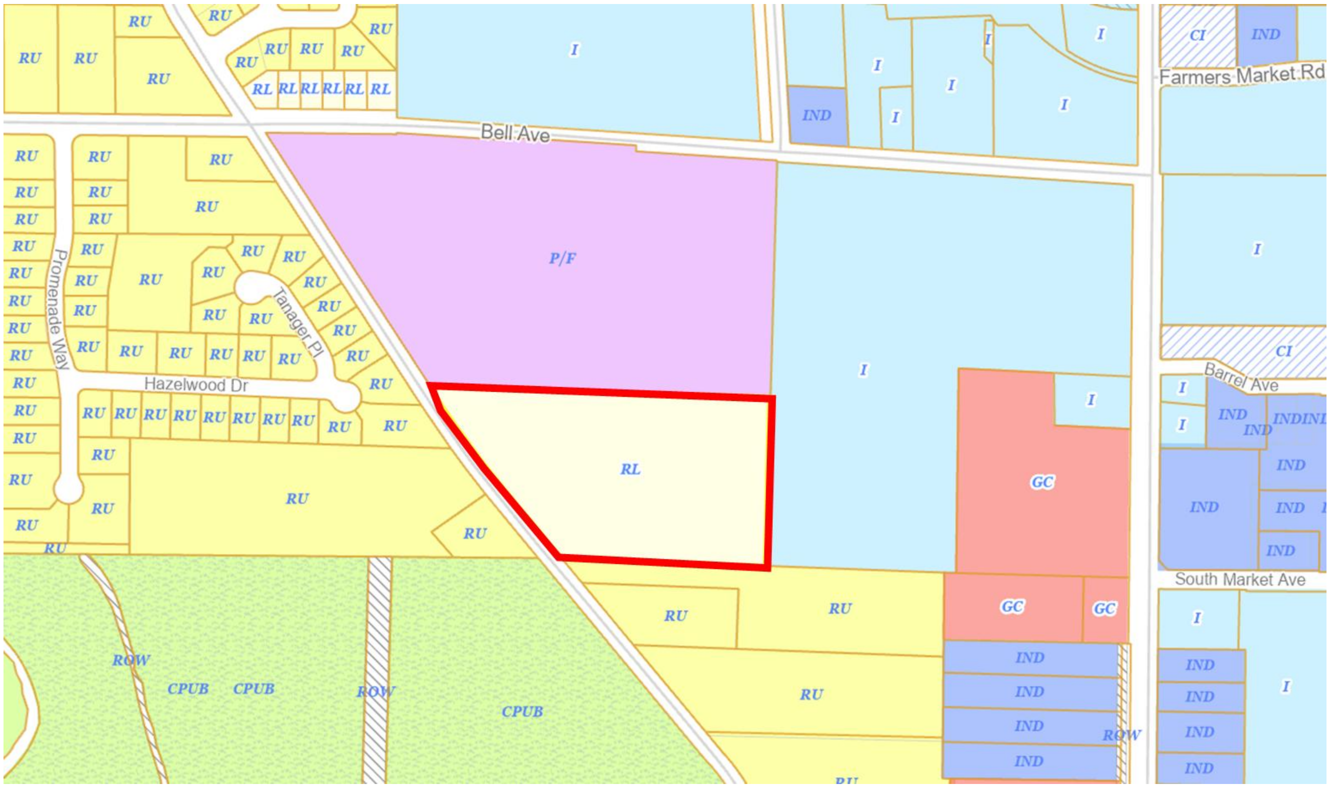
Existing: Sec. 125-191. - Single-family low-density zone (R-1).

Purpose. This classification is primarily intended to provide for areas of single-family dwellings with an average net density of less than four units per acre for conventional developments. Regulations for the district are designed to promote sound neighborhoods and accommodate compatible nonresidential uses. Water and sewer service should be available.

Proposed: Sec. 125-212. - Planned Development Zone (PD).

Purpose. The Planned Development (PD) Zone District is to provide a process for the evaluation of developments which are not otherwise permitted in the zoning districts established by this chapter. The PD District is a voluntary process commenced by an applicant for such zoning designation. The intent is to establish a resilient living and working environment through the application of enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. A PD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economic development, and the protection of adjacent existing and future development. Therefore, the PD alternative may allow uses and design concepts which are not specifically allowed in standard zoning districts. To the extent that any provisions of this section conflict with any other provisions of this Code, the provisions of this section shall prevail.

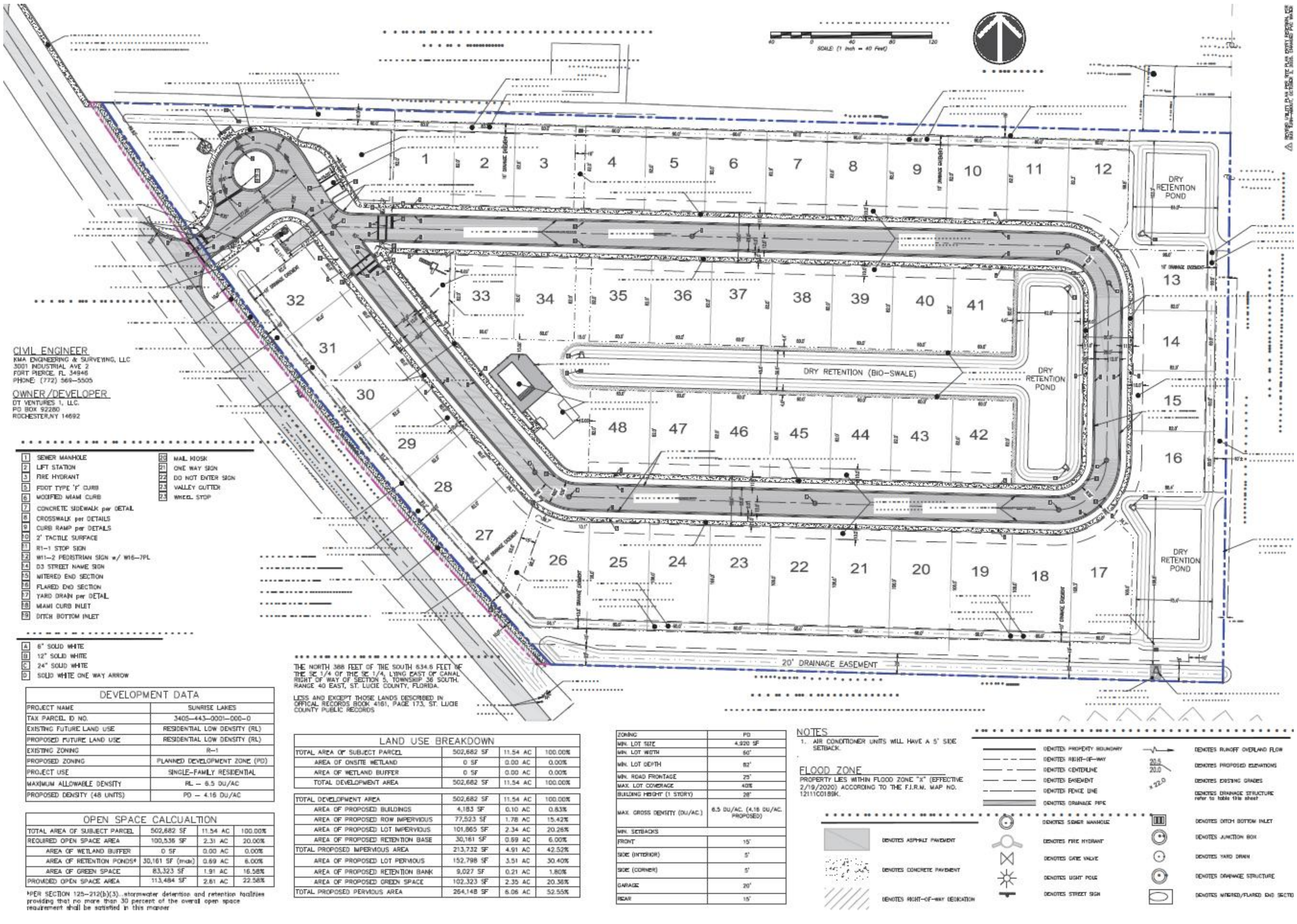
Future Land Use


Bell Ave
Farmers Market Rd
Promenade Way
Tanager Pl
Hazelwood Dr
Barrel Ave
South Market Ave
P/F
RL
RU
I
IND
CI
GC
CPUB
ROW

Low Density Residential (RL) – No Change

The Low Density Residential (RL) designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from one to six and one-half dwelling units per acre. This category combines the previously allowed Residential Suburban (RS), Residential Urban (RU) and Low Density Residential (RI) categories.

Proposed Site Plan


SCALE: (1 inch = 40 Feet)
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DRY RETENTION POND
DRY RETENTION (BIO-SWALE)
DRY RETENTION POND
DRY RETENTION POND
20' DRAINAGE EASEMENT
1 SEWER MANHOLE
2 LIFT STATION
3 FIRE HYDRANT
5 FOOT TYPE 'F' CURB
6 MODIFIED MIAMI CURB
7 CONCRETE SIDEWALK per DETAIL
8 CROSSWALK per DETAILS
9 CURB RAMP per DETAILS
10 2' TACTILE SURFACE
11 R1-1 STOP SIGN
12 W11-2 PEDISTRIAN SIGN w/ W16-7PL
14 D3 STREET NAME SIGN
15 MITERED END SECTION
16 FLARED END SECTION
17 YARD DRAIN per DETAIL
18 MIAMI CURB INLET
19 DITCH BOTTOM INLET
20 MAIL KIOSK
21 ONE WAY SIGN
22 DO NOT ENTER SIGN
23 VALLEY GUTTER
23 WHEEL STOP
A 6" SOLID WHITE
B 12" SOLID WHITE
C 24" SOLID WHITE
D SOLID WHITE ONE WAY ARROW
DENOTES PROPERTY BOUNDARY
DENOTES RIGHT-OF-WAY
DENOTES CENTERLINE
DENOTES EASEMENT
DENOTES FENCE LINE
DENOTES DRAINAGE PIPE
DENOTES RUNOFF OVERLAND FLOW
20.5
20.0
DENOTES PROPOSED ELEVATIONS
x 22.0
DENOTES EXISTING GRADES
DENOTES DRAINAGE STRUCTURE refer to table this sheet
DENOTES ASPHALT PAVEMENT
DENOTES CONCRETE PAVEMENT
DENOTES RIGHT-OF-WAY DEDICATION
DENOTES SEWER MANHOLE
DENOTES FIRE HYDRANT
DENOTES GATE VALVE
DENOTES LIGHT POLE
DENOTES STREET SIGN
DENOTES DITCH BOTTOM INLET
DENOTES JUNCTION BOX
DENOTES YARD DRAIN
DENOTES DRAINAGE STRUCTURE
DENOTES MITERED/FLARED END SECTIO

CIVIL ENGINEER
KMA ENGINEERING & SURVEYING, LLC
3001 INDUSTRIAL AVE 2
FORT PIERCE, FL 34946
PHONE: (772) 569-5505

OWNER/DEVELOPER
DT VENTURES 1, LLC.
PO BOX 92280
ROCHESTER,NY 14692

THE NORTH 388 FEET OF THE SOUTH 634.6 FEET OF THE SE 1/4 OF THE SE 1/4, LYING EAST OF CANAL RIGHT OF WAY OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT THOSE LANDS DESCRIBED IN OFFICAL RECORDS BOOK 4161, PAGE 173, ST. LUCIE COUNTY PUBLIC RECORDS

DEVELOPMENT DATA	
PROJECT NAME	SUNRISE LAKES
TAX PARCEL ID NO.	3405-443-0001-000-0
EXISTING FUTURE LAND USE	RESIDENTIAL LOW DENSITY (RL)
PROPOSED FUTURE LAND USE	RESIDENTIAL LOW DENSITY (RL)
EXISTING ZONING	R-1
PROPOSED ZONING	PLANNED DEVELOPMENT ZONE (PD)
PROJECT USE	SINGLE-FAMILY RESIDENTIAL
MAXIMUM ALLOWABLE DENSITY	RL – 6.5 DU/AC
PROPOSED DENSITY (48 UNITS)	PD – 4.16 DU/AC

OPEN SPACE CALCUALTION			
TOTAL AREA OF SUBJECT PARCEL	502,682 SF	11.54 AC	100.00%
REQUIRED OPEN SPACE AREA	100,536 SF	2.31 AC	20.00%
AREA OF WETLAND BUFFER	0 SF	0.00 AC	0.00%
AREA OF RETENTION PONDS*	30,161 SF (max)	0.69 AC	6.00%
AREA OF GREEN SPACE	83,323 SF	1.91 AC	16.58%
PROVIDED OPEN SPACE AREA	113,484 SF	2.61 AC	22.58%

*PER SECTION 125-212(b)(3)...stormwater detention and retention facilities providing that no more than 30 percent of the overall open space requirement shall be satisfied in this manner

LAND USE BREAKDOWN			
TOTAL AREA OF SUBJECT PARCEL	502,682 SF	11.54 AC	100.00%
AREA OF ONSITE WETLAND	0 SF	0.00 AC	0.00%
AREA OF WETLAND BUFFER	0 SF	0.00 AC	0.00%
TOTAL DEVELOPMENT AREA	502,682 SF	11.54 AC	100.00%
TOTAL DEVELOPMENT AREA	502,682 SF	11.54 AC	100.00%
AREA OF PROPOSED BUILDINGS	4,183 SF	0.10 AC	0.83%
AREA OF PROPOSED ROW IMPERVIOUS	77,523 SF	1.78 AC	15.42%
AREA OF PROPOSED LOT IMPERVIOUS	101,865 SF	2.34 AC	20.26%
AREA OF PROPOSED RETENTION BASE	30,161 SF	0.69 AC	6.00%
TOTAL PROPOSED IMPERVIOUS AREA	213,732 SF	4.91 AC	42.52%
AREA OF PROPOSED LOT PERVIOUS	152,798 SF	3.51 AC	30.40%
AREA OF PROPOSED RETENTION BANK	9,027 SF	0.21 AC	1.80%
AREA OF PROPOSED GREEN SPACE	102,323 SF	2.35 AC	20.36%
TOTAL PROPOSED PERVIOUS AREA	264,148 SF	6.06 AC	52.55%

ZONING	PD
MIN. LOT SIZE	4,920 SF
MIN. LOT WIDTH	60'
MIN. LOT DEPTH	82'
MIN. ROAD FRONTAGE	25'
MAX. LOT COVERAGE	40%
BUILDING HEIGHT (1 STORY)	28'
MAX. GROSS DENSITY (DU/AC.)	6.5 DU/AC. (4.16 DU/AC. PROPOSED)
MIN. SETBACKS	
FRONT	15'
SIDE (INTERIOR)	5'
SIDE (CORNER)	5'
GARAGE	20'
REAR	15'

NOTES
1. AIR CONDITIONER UNITS WILL HAVE A 5' SIDE SETBACK.

FLOOD ZONE
PROPERTY LIES WITHIN FLOOD ZONE "X" (EFFECTIVE 2/19/2020) ACCORDING TO THE F.I.R.M. MAP NO. 12111C0189K.

Design Review

The proposed dwelling units have clean architectural elements, which incorporate vertical and horizonal design articulation and relief. Single-Family units are not subject to design review outside of the FPRA.

Parking

The Final Site Plan provides the required number of parking stalls.

Utilities

FPUA – As part of the proposal the development will extend utilities along Sunset Boulevard.

Traffic Impact Statement

The traffic analysis is accepted and approved by St. Lucie County: '*The analysis shows study area roadway segments and intersections will operate acceptably upon buildout except for the roadway segment of Oleander Road from Bell Avenue to Farmers Market Road which operates with a failing LOS during existing traffic conditions. Ingress turn lanes are not warranted at the proposed driveway connection.*

Buildout deficiencies are not anticipated due to project traffic.'

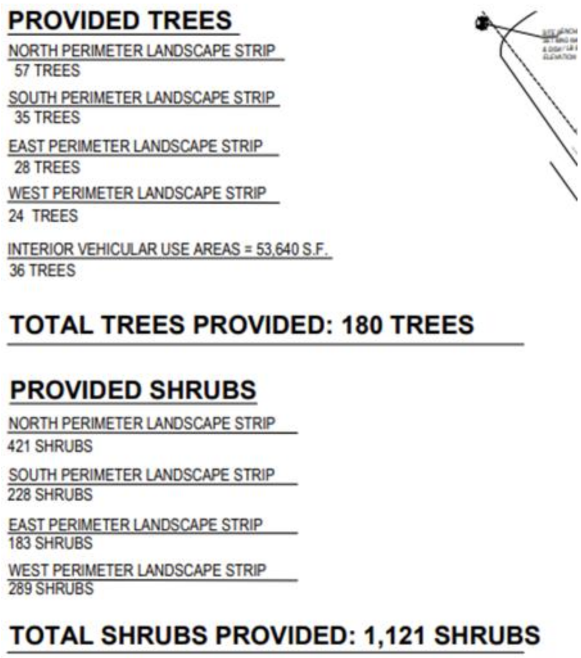
In addition, and as part of the proposal, the developer will construct a sidewalk from the southern edge of the site along Sunrise Boulevard to its intersection with Bell Ave.

Environmental

An apparent high-water table and dense vegetative cover provides poor quality gopher tortoise habitat throughout the majority of the subject property. Ponding, saturated soils, and organic soils were observed throughout the property. Optimal forage species (i.e., asgrasses and forbes) were generally absent due to the dense canopy and shrub, and cover. Additionally, approximately 50 percent of the soil types on the property are classified as "unsuitable" while the other 50 percent are listed as "less suited".

Landscaping

The development shall comply with the city's landscaping requirements, full tree mitigation analysis shall be required at building permit.



PROVIDED TREES

NORTH PERIMETER LANDSCAPE STRIP
57 TREES

SOUTH PERIMETER LANDSCAPE STRIP
35 TREES

EAST PERIMETER LANDSCAPE STRIP
28 TREES

WEST PERIMETER LANDSCAPE STRIP
24 TREES

INTERIOR VEHICULAR USE AREAS = 53,640 S.F.
36 TREES

TOTAL TREES PROVIDED: 180 TREES

PROVIDED SHRUBS

NORTH PERIMETER LANDSCAPE STRIP
421 SHRUBS

SOUTH PERIMETER LANDSCAPE STRIP
228 SHRUBS

EAST PERIMETER LANDSCAPE STRIP
183 SHRUBS

WEST PERIMETER LANDSCAPE STRIP
289 SHRUBS

TOTAL SHRUBS PROVIDED: 1,121 SHRUBS

Stormwater Drainage

The proposed Surface-Water Management System (SMS) for the project includes a series of interconnected dry retention ponds capable of providing the necessary water quality treatment and nutrient abatement as required by the state and the district. These will also provide the necessary attenuation required to comply with NSLRWCD's outfall limitations. Outfall shall be controlled by a single drop structure with discharge to the existing ditch along the south of the property, where it will be conveyed to the county right-of-way, and into the Platts's Creek Conservatory. Additional work outside the immediate parcel boundary may include improvements to the Sunrise Boulevard right-of-way, as determined.

The site is currently undeveloped; the majority of the site is native forest, consistent with the FLUCCS "Mixed Upland Forest" designation. No wetland areas have been observed on the parcel. According the USGS, the parcel is comprised of 40% "Susanna" sands, 20% "WInder loamy" sands, 20% "Ankona" sands, and 20% others; this mixture of group A/D, B/D, and C/D soils averages to B/D hydrologic group soil. Existing elevations ranging from about 14 NAVD along the north property line to 9.0 NAVD along the south; the existing grades appear to direct stormwater runoff from the north to the south. The southern portion of the property consists of a drainage easement with an east-west ditch that collects runoff. Ultimately, runoff resolves itself to the county right-of-way, where it crosses Sunrise Blvd. and enters the county stormwater management and preservation area known as Platt's Creek.

Platt's Creek has a direct connection to the North St Lucie River and the NSLRWCD. The property is bordered on the south by private residences, on the east by an FDOT storage yard (and cell tower), on the west by Sunrise Boulevard, and to the north by the White City Cemetery. Stormwater runoff from offsite is controlled from entering the subject parcel. The parcel is in a FEMA "X" Flood Zone.

The SMS has been designed such that the peak stage for the 10-year/24-hour event shall not cause flooding within the proposed vehicular use areas, that the peak stage for the 25-year/3-day event shall not exceed the perimeter berm for the project, and the 100-year/3-day event with Zero discharge shall not stage above the proposed Finish Floor Elevation (14.00 NAVD).

School District

At the October 13, 2025, Planning Board, the School District made recommendation that a school bus stop loop be provided internally to the site and designed with the appropriate turning radii, this was reinforced by the Planning Board in a condition of approval. However, in a subsequent email dated October 24, 2025, the School District stated '*After reviewing the attachments with my Transportation Department, it is clear from the drawing that the bus will run over the curbs when navigating the loop. I recommend installing a shelter on Sunrise and creating a small parking area instead of the loop. The buses can make the stop north of the entrance.'*

The present site plan incorporates the original Planning Board and School District recommendations for a school bus loop with improved turning radii.

Technical Review Committee

Affected departments have reviewed the proposed site plan application with regard to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided with the staff's supporting documents.

Planning Board

The Planning Board, at their September 6, 2025, meeting recommended DISAPPROVAL of the Sunrise Lakes Final PD, by a vote of 6-1, by reason of lack of School bus turn-a-round and stop within the development and number of dwellings (50).

A revised proposal, including 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 was APPROVED by Planning Board by a vote of 5-2, at their October 13, 2025, meeting.

Recommended Conditions of Approval

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 final plat of the property shall be required.
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 issuance of 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 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 location shall be approved by the St. Lucie County School Board prior to issuance of final certificate of occupancy.

***Staff 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. And that the proposed and revised application meets the standards of the City's Code Section 125-212, and 125-314.

Staff recommend that the City Commission **APPROVE** the site plan subject to the thirteen (13) Conditions as noted.

Alternative Recommendations:

APPROVE – with Amended/Additional Conditions

OR

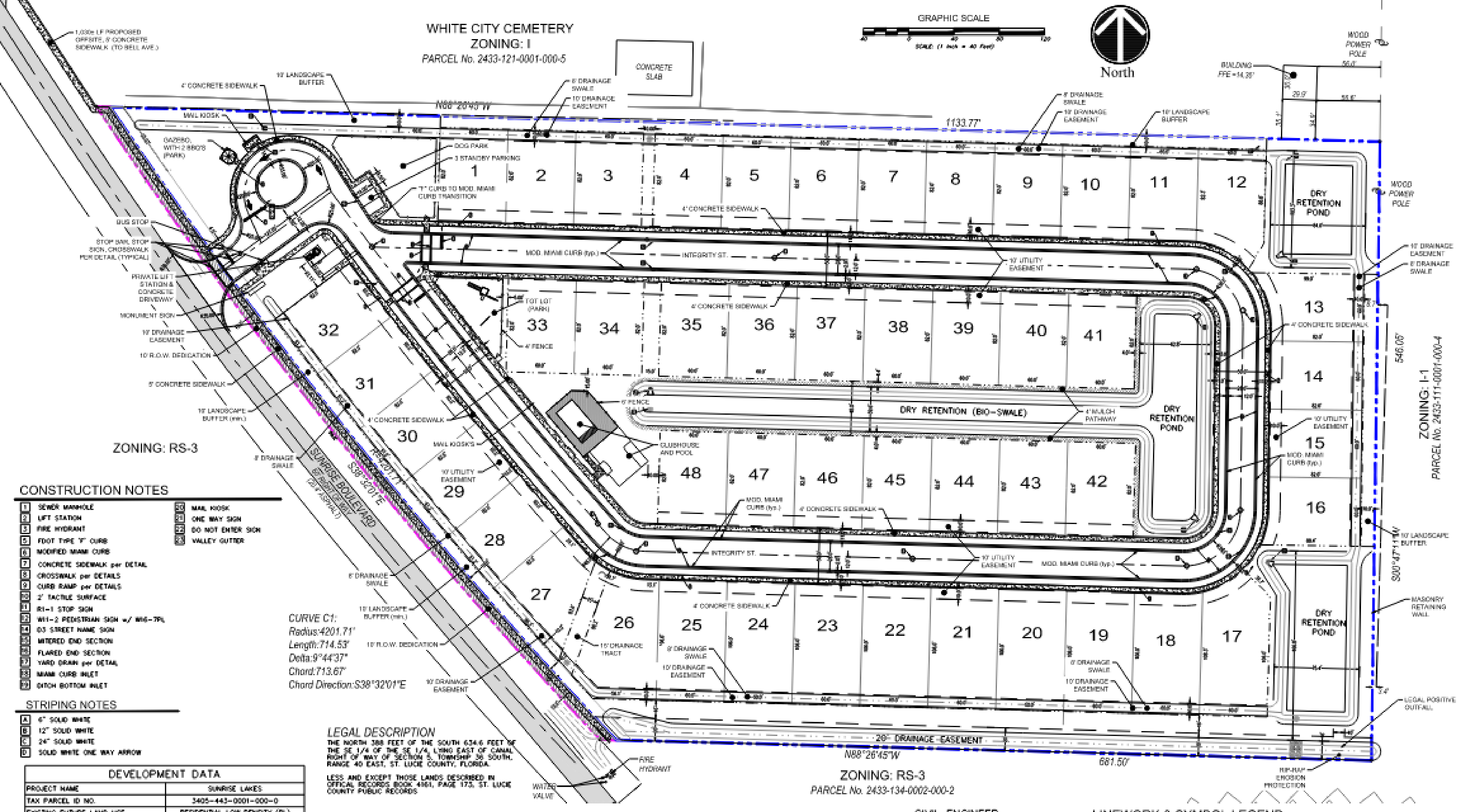
DISAPPROVE/DENY

Sunrise Lakes

SUNRISE LAKES
OF FORT PIERCE

History

- Met with Planning Staff in December 2023 to discuss potential townhome located in unincorporated in St. Lucie County.
- Staff suggested single family more appropriate for area
- Annexation applied for in February 2024.
- Site Plan approval submitted April 2024
- PD process in City updated after first submittal. Applicant resubmits new applications
- Planning Board approves 5-0 in May 2025
- City Commission tables July 2025
- Applicant meets with staff, updates plans
- Planning Board disapproves in September 2025


WHITE CITY CEMETERY
ZONING: I
PARCEL No. 2433-121-0001-000-5
CONCRETE SLAB
GRAPHIC SCALE
SCALE: (1 inch = 40 feet)
North
1,030± LF PROPOSED OFFSITE, 5' CONCRETE SIDEWALK (TO BELL AVE.)
4' CONCRETE SIDEWALK
10' LANDSCAPE BUFFER
MAIL KIOSK
GAZEBO, WITH 2 BBQ'S (PARK)
DOG PARK
3 STANDBY PARKING
"F" CURB TO MOD. MIAMI CURB TRANSITION
6' DRAINAGE SWALE
10' DRAINAGE EASEMENT
N88°26'40"W
1133.77'
BUS STOP
STOP BAR, STOP SIGN, CROSSWALK PER DETAIL (TYPICAL)
PRIVATE LIFT STATION & CONCRETE DRIVEWAY
MONUMENT SIGN
10' DRAINAGE EASEMENT
10' R.O.W. DEDICATION
5' CONCRETE SIDEWALK
10' LANDSCAPE BUFFER (min.)
6' DRAINAGE SWALE
ZONING: RS-3
SUNRISE BOULEVARD
S38°32'01"E
MOD. MIAMI CURB (typ.)
INTEGRITY ST.
10' UTILITY EASEMENT
TOT LOT (PARK)
4' FENCE
6' FENCE
CLUBHOUSE AND POOL
MAIL KIOSK'S
DRY RETENTION (BIO-SWALE)
4' MULCH PATHWAY
DRY RETENTION POND
DRY RETENTION POND
DRY RETENTION POND
WOOD POWER POLE
WOOD POWER POLE
BUILDING FFE = 14.38'
10' DRAINAGE EASEMENT
6' DRAINAGE SWALE
10' LANDSCAPE BUFFER
MASONRY RETAINING WALL
ZONING: I-1
PARCEL No. 2433-111-0001-000-4
546.06'
S00°47'11"W
LEGAL POSITIVE OUTFALL
RIP-RAP EROSION PROTECTION
20' DRAINAGE EASEMENT
N88°26'45"W
681.50'
15' DRAINAGE TRACT
FIRE HYDRANT
WATER VALVE
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48

CURVE C1:
Radius:4201.71'
Length:714.53'
Delta:9°44'37"
Chord:713.67'
Chord Direction:S38°32'01"E

ZONING: RS-3
PARCEL No. 2433-134-0002-000-2

CONSTRUCTION NOTES

- 1 SEWER MANHOLE
- 2 LIFT STATION
- 3 FIRE HYDRANT
- 5 FDOT TYPE "F" CURB
- 6 MODIFIED MIAMI CURB
- 7 CONCRETE SIDEWALK per DETAIL
- 8 CROSSWALK per DETAILS
- 9 CURB RAMP per DETAILS
- 10 2' TACTILE SURFACE
- 11 R1-1 STOP SIGN
- 12 W11-2 PEDESTRIAN SIGN w/ W16-7PL
- 14 D3 STREET NAME SIGN
- 15 MITERED END SECTION
- 16 FLARED END SECTION
- 17 YARD DRAIN per DETAIL
- 18 MIAMI CURB INLET
- 19 DITCH BOTTOM INLET
- 20 MAIL KIOSK
- 21 ONE WAY SIGN
- 22 DO NOT ENTER SIGN
- 23 VALLEY GUTTER

STRIPING NOTES

- A 6" SOLID WHITE
- B 12" SOLID WHITE
- C 24" SOLID WHITE
- D SOLID WHITE ONE WAY ARROW

DEVELOPMENT DATA	
PROJECT NAME	SUNRISE LAKES
TAX PARCEL ID NO.	3405-443-0001-000-0
EXISTING FUTURE LAND USE	RESIDENTIAL LOW DENSITY (RL)
PROPOSED FUTURE LAND USE	RESIDENTIAL LOW DENSITY (RL)
EXISTING ZONING	R-1
PROPOSED ZONING	PLANNED DEVELOPMENT ZONE (PD)
PROJECT USE	SINGLE-FAMILY RESIDENTIAL
MAXIMUM ALLOWABLE DENSITY	RL = 6.5 DU/AC

LEGAL DESCRIPTION

THE NORTH 388 FEET OF THE SOUTH 634.6 FEET OF THE SE 1/4 OF THE SE 1/4, LYING EAST OF CANAL RIGHT OF WAY OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT THOSE LANDS DESCRIBED IN OFFICAL RECORDS BOOK 4161, PAGE 173, ST. LUCIE COUNTY PUBLIC RECORDS

LAND USE BREAKDOWN			
TOTAL AREA OF SUBJECT PARCEL	502,682 SF	11.54 AC	100.00%
AREA OF ONSITE WETLAND	0 SF	0.00 AC	0.00%
AREA OF WETLAND BUFFER	0 SF	0.00 AC	0.00%
TOTAL DEVELOPMENT AREA	502,682 SF	11.54 AC	100.00%

ZONING	PD
MIN. LOT SIZE	4,920 SF
MIN. LOT WIDTH	60'
MIN. LOT DEPTH	82'
MIN. ROAD FRONTAGE	25'
MAX. LOT COVERAGE	40%

CIVIL ENGINEER
KMA ENGINEERING & SURVEYING, LLC
3001 INDUSTRIAL AVE 2
FORT PIERCE, FL 34946
PHONE: (772) 569-5505

OWNER/DEVELOPER
DT VENTURES I, LLC.
PO BOX

LINEWORK & SYMBOL LEGEND

DENOTES PROPERTY BOUNDARY	DENOTES RUNOFF OVERLAND FLOW
DENOTES RIGHT-OF-WAY	DENOTES PROPOSED ELEVATIONS
DENOTES CENTERLINE	DENOTES EXISTING GRADES
DENOTES EASEMENT	

KMA
ENGINEERING & SURVEYING, LLC
[illegible]

REVISIONS		
NO.	DATE	COMMENTS

PROJECT:
SUNRISE LAKES
CITY OF FORT PIERCE
FLORIDA

CLIENT:
INTEGRITY 1ST
CONSTRUCTION GROUP

BLAINE BERGSTRESSER, P.E.
FLORIDA LICENSE No. 84598
10/9/2025

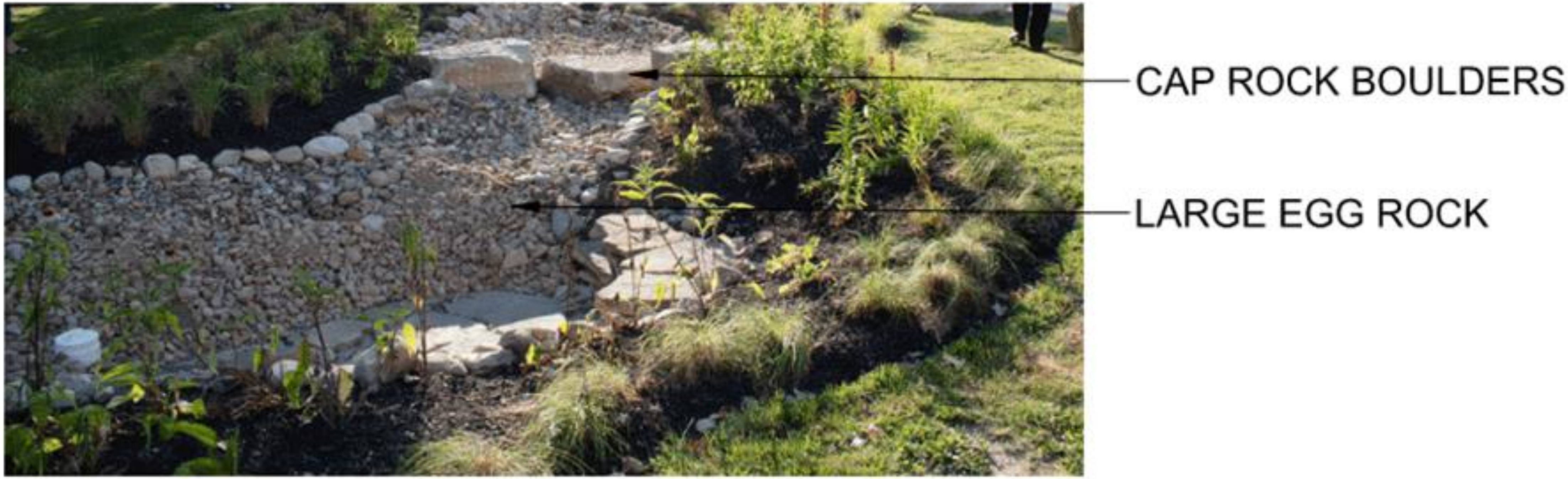
KNOW WHAT'S BELOW.
ALWAYS CALL 811
BEFORE YOU DIG.

Purpose of a Planned Development

- Sec 125-212 Planned Development Zone states *“The intent is to establish a resilient living and working environment through the application of enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. A PD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economic development, and the protection of adjacent existing and future development.”*

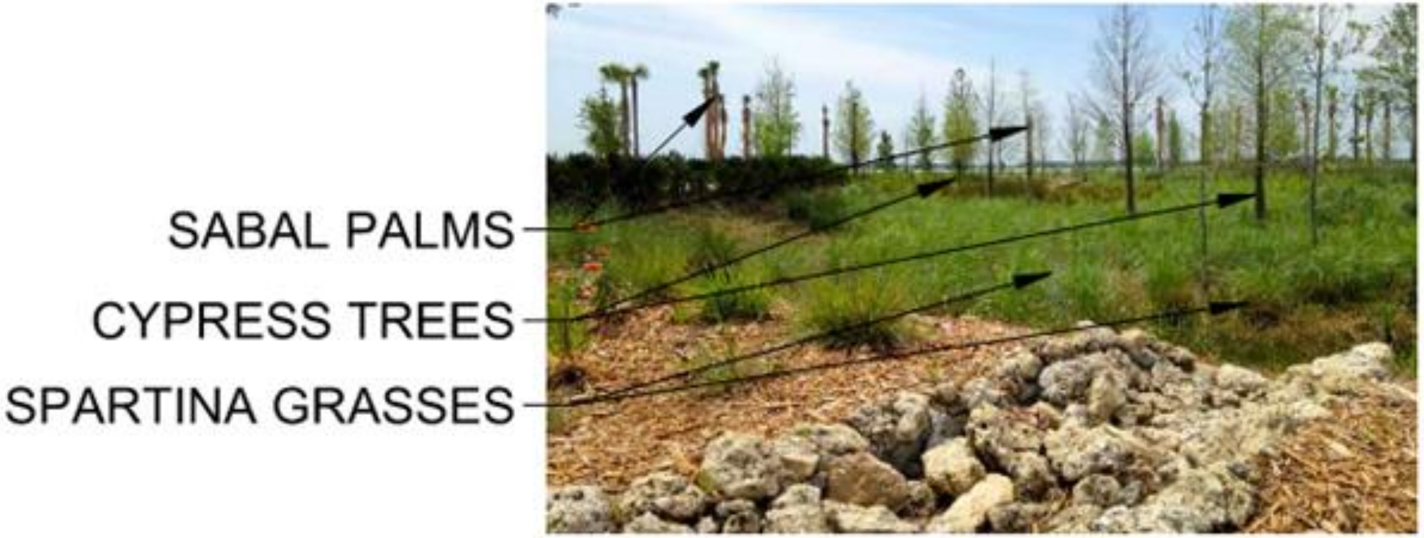
Variety of Natural Features and Scenic Areas

- The project proposes three (3) dry ponds. The middle pond will be planted as a bioswale to provide natural feel compared to a typical dry pond with bahia sod. A walking path will be constructed around the pond.

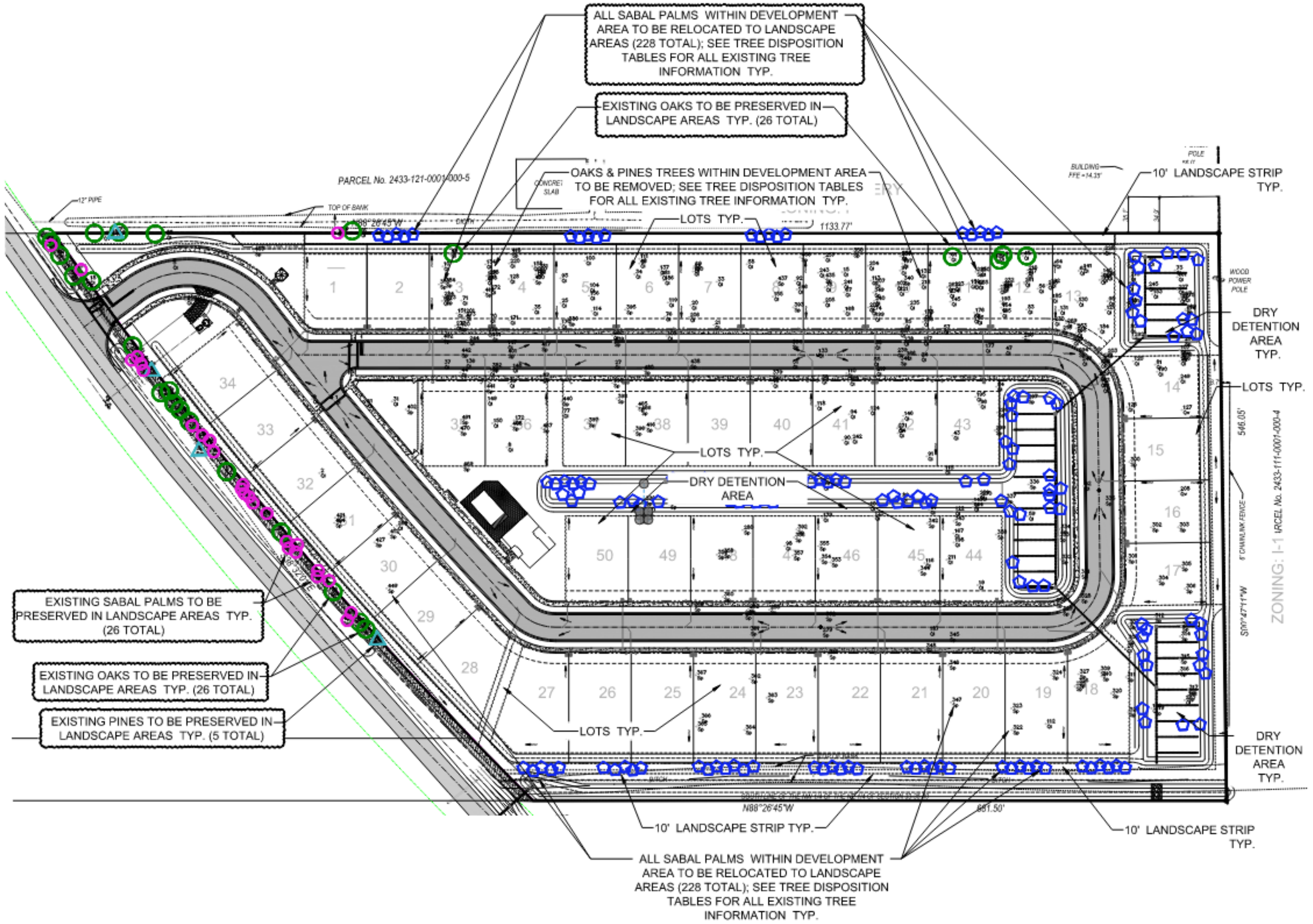

CAP ROCK BOULDERS
LARGE EGG ROCK

Variety of Natural Features and Scenic Areas

- The two other ponds will be planted with existing sabal palms relocated along the banks


SABAL PALMS
CYPRESS TREES
SPARTINA GRASSES

Variety of Natural Features and Scenic Areas


ALL SABAL PALMS WITHIN DEVELOPMENT AREA TO BE RELOCATED TO LANDSCAPE AREAS (228 TOTAL); SEE TREE DISPOSITION TABLES FOR ALL EXISTING TREE INFORMATION TYP.
EXISTING OAKS TO BE PRESERVED IN LANDSCAPE AREAS TYP. (26 TOTAL)
OAKS & PINES TREES WITHIN DEVELOPMENT AREA TO BE REMOVED; SEE TREE DISPOSITION TABLES FOR ALL EXISTING TREE INFORMATION TYP.
PARCEL No. 2433-121-0001-000-5
LOTS TYP.
1133.77'
10' LANDSCAPE STRIP TYP.
DRY DETENTION AREA TYP.
LOTS TYP.
546.05'
PARCEL No. 2433-111-0001-000-4
ZONING: I-1
LOTS TYP.
DRY DETENTION AREA
EXISTING SABAL PALMS TO BE PRESERVED IN LANDSCAPE AREAS TYP. (26 TOTAL)
EXISTING OAKS TO BE PRESERVED IN LANDSCAPE AREAS TYP. (26 TOTAL)
EXISTING PINES TO BE PRESERVED IN LANDSCAPE AREAS TYP. (5 TOTAL)
LOTS TYP.
DRY DETENTION AREA TYP.
N88°26'45"W
651.50'
10' LANDSCAPE STRIP TYP.
10' LANDSCAPE STRIP TYP.
ALL SABAL PALMS WITHIN DEVELOPMENT AREA TO BE RELOCATED TO LANDSCAPE AREAS (228 TOTAL); SEE TREE DISPOSITION TABLES FOR ALL EXISTING TREE INFORMATION TYP.
1
2
3
4
5
6
7
8
12
13
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16
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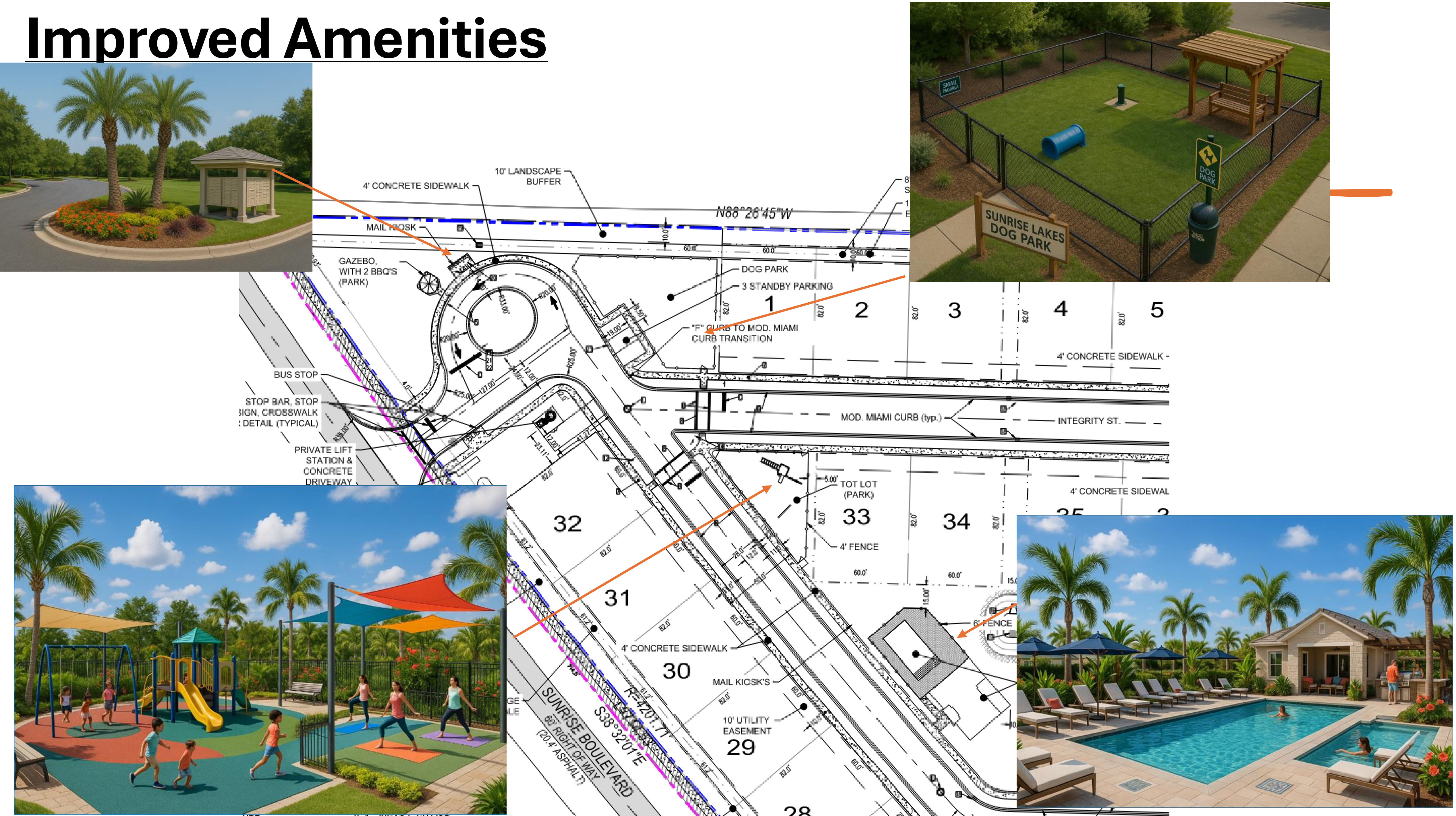
40
41
43
44
45
46
49
50

- Preserve 26 oaks (green)
- Preserve 26 sabal palms(pink)
- Preserve 5 pines (light blue)
- Relocate 228 palms (blue)

Efficient and Economical Land Use

- Driveway pushed north to move traffic away from driveways to the south
- All lots pushed north to create 36’ buffer from parcel to south

Improved Amenities



SUNRISE LAKES DOG PARK
DOG PARK
10' LANDSCAPE BUFFER
4' CONCRETE SIDEWALK
N88°26'45"W
MAIL KIOSK
GAZEBO, WITH 2 BBQ'S (PARK)
DOG PARK
3 STANDBY PARKING
"F" CURB TO MOD. MIAMI CURB TRANSITION
BUS STOP
STOP BAR, STOP SIGN, CROSSWALK DETAIL (TYPICAL)
PRIVATE LIFT STATION & CONCRETE DRIVEWAY
4' CONCRETE SIDEWALK
MOD. MIAMI CURB (typ.)
INTEGRITY ST.
TOT LOT (PARK)
4' FENCE
4' CONCRETE SIDEWALK
6' FENCE
4' CONCRETE SIDEWALK
MAIL KIOSK'S
10' UTILITY EASEMENT
SUNRISE BOULEVARD
60' RIGHT OF WAY
(20.4' ASPHALT)
S38°32'01"E
R=4201.71'
1
2
3
4
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28
29
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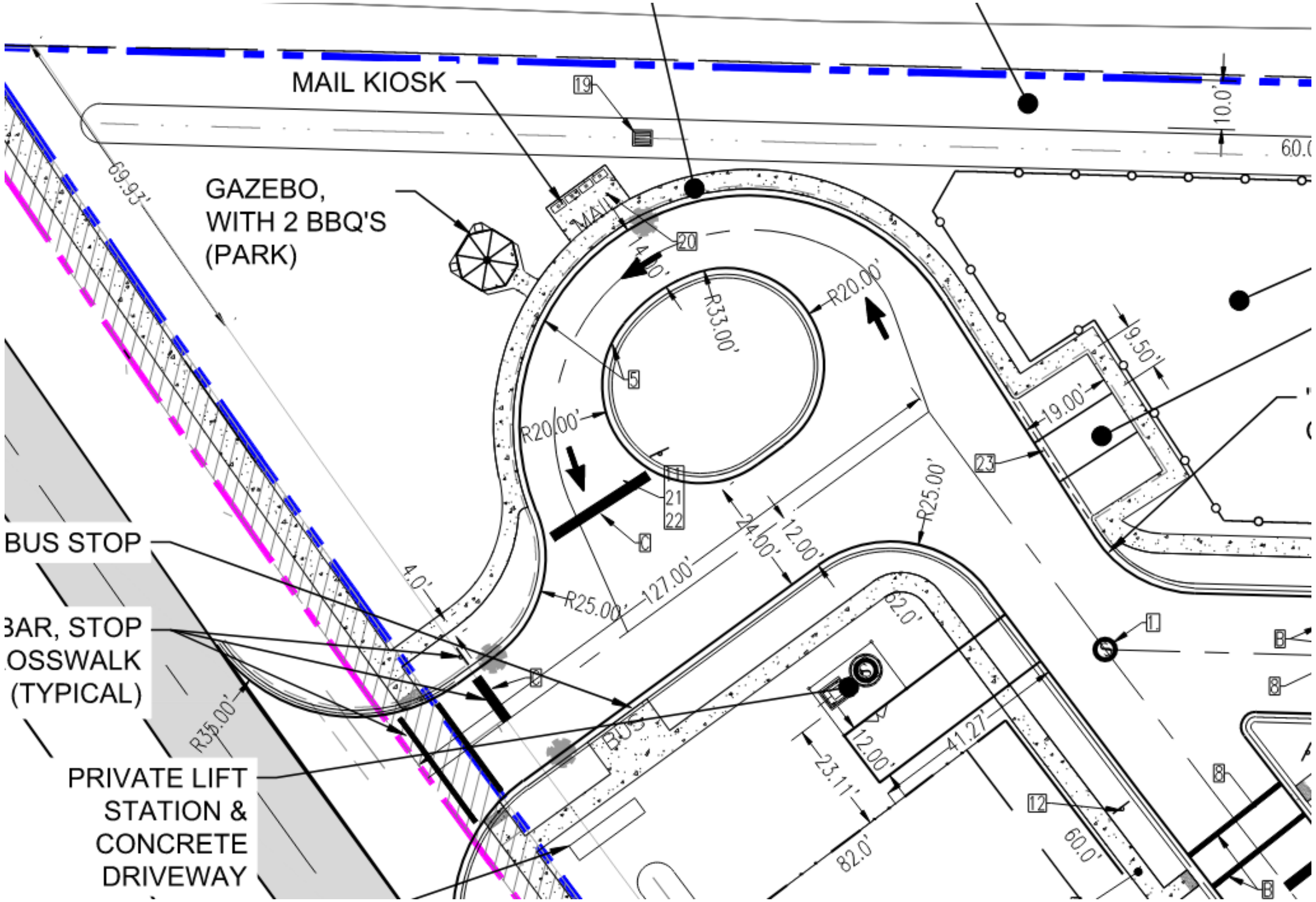
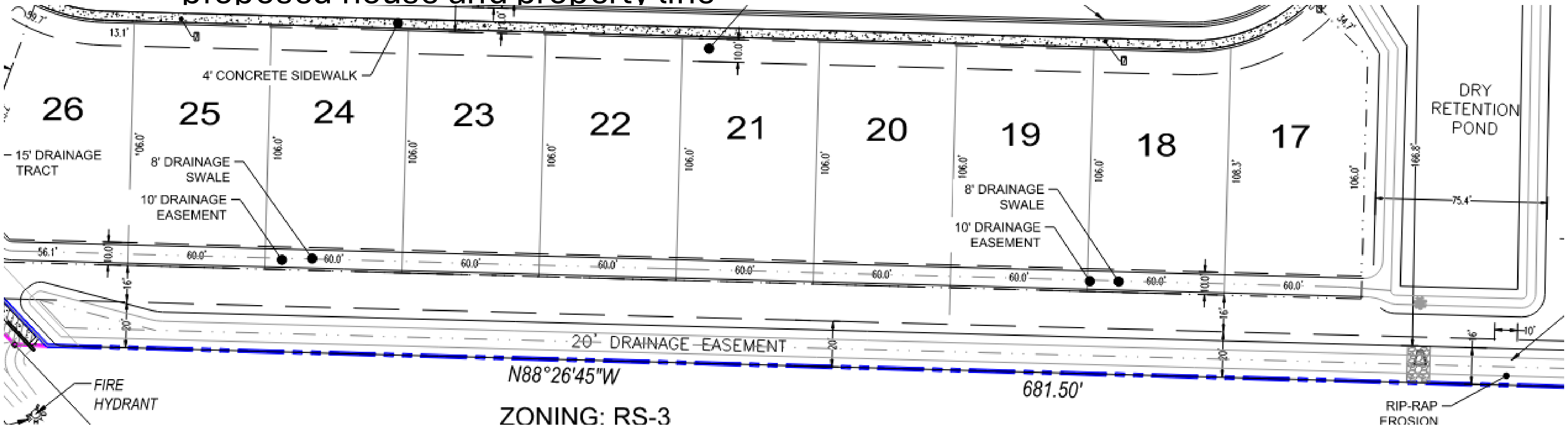
31
32
33
34

Improved Amenities-Bus Stop

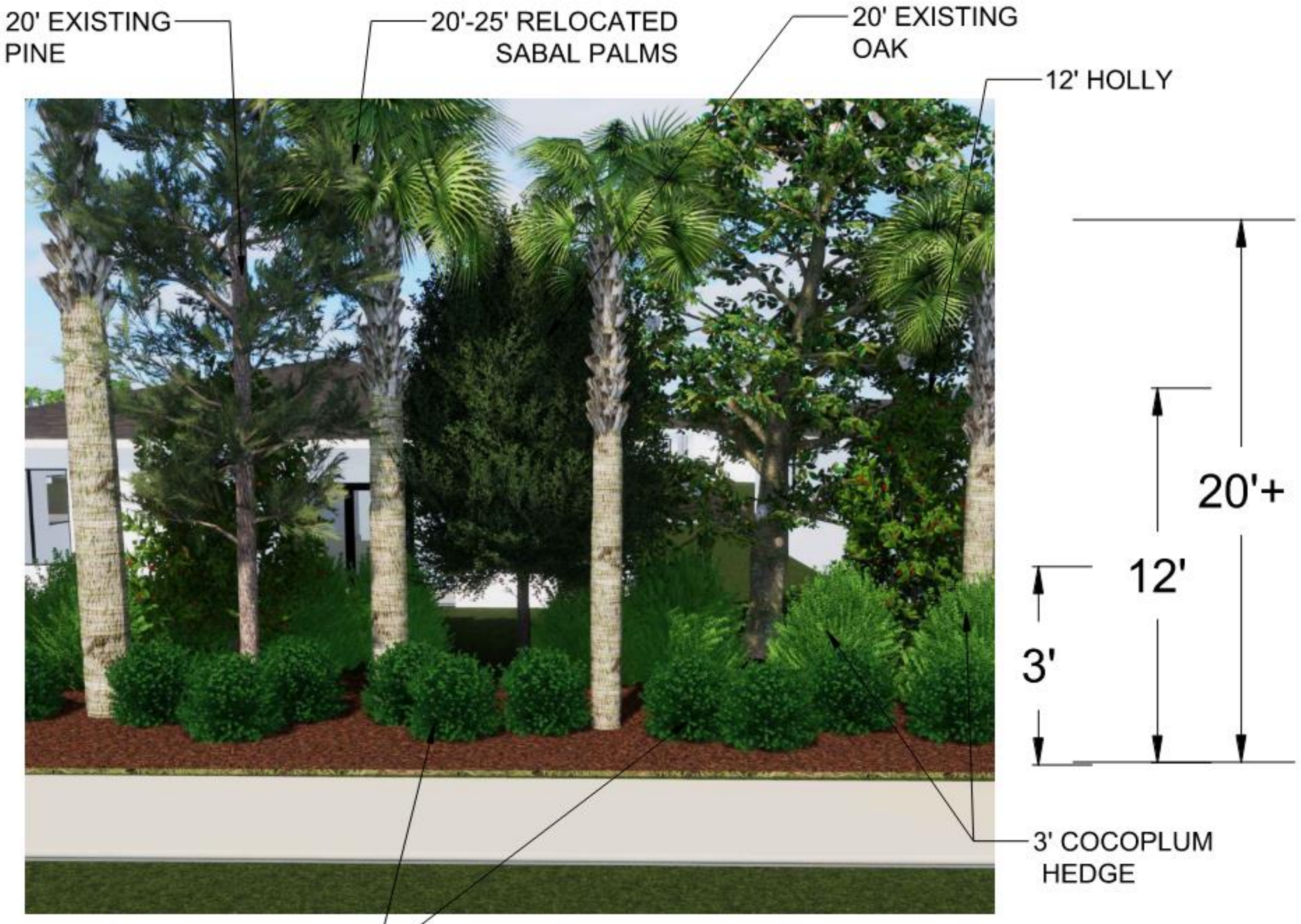

MAIL KIOSK
19
GAZEBO, WITH 2 BBQ'S (PARK)
69.93'
10.0'
20
4.0'
R33.00'
R20.00'
5
R20.00'
9.50'
19.00'
23
21
22
C
BUS STOP
AR, STOP
OSSWALK
(TYPICAL)
4.0'
R25.00'
127.00'
24.00'
12.00'
R25.00'
62.0'
R35.00'
BUS
PRIVATE LIFT STATION & CONCRETE DRIVEWAY
1
8
23.11'
12.00'
41.27'
12
60.0'
82.0'

Protection of Adjacent and Existing Development

- West- Sunrise Boulevard
- East-FDOT Service Yard
- North- Cemetery
- South-RS-3 zoned single family residence
  - 20’ drainage easement, 16’ increased landscape buffer, 15’ rear yard setback= 51’ between proposed house and property line


13.1'
4' CONCRETE SIDEWALK
26
25
24
23
22
21
20
19
18
17
DRY RETENTION POND
15' DRAINAGE TRACT
8' DRAINAGE SWALE
10' DRAINAGE EASEMENT
106.0'
108.3'
166.8'
75.4'
10.0'
56.1'
60.0'
16'
20'
20' DRAINAGE EASEMENT
N88°26'45"W
681.50'
ZONING: RS-3
FIRE HYDRANT
RIP-RAP EROSION

Typical Buffer

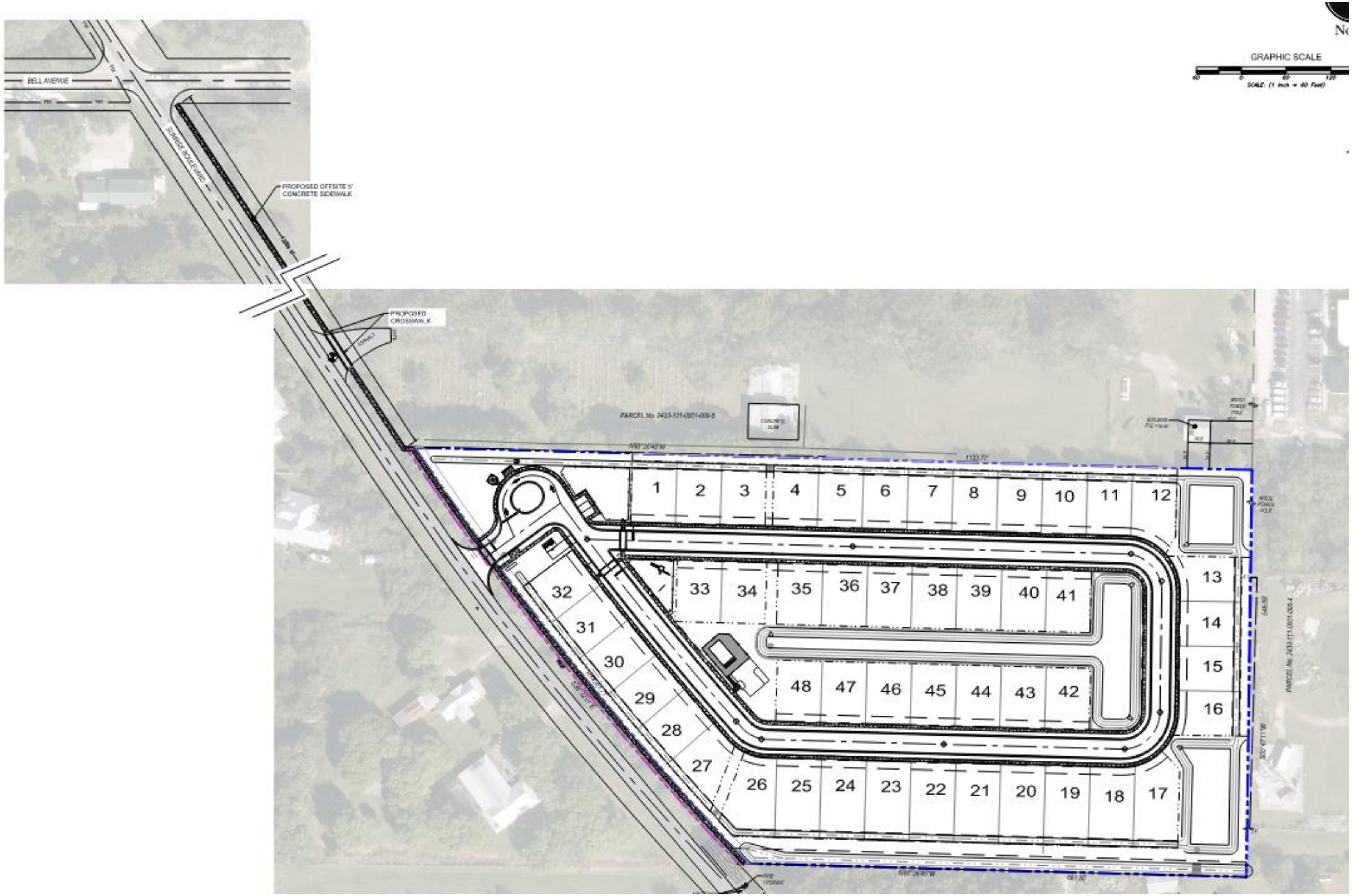

20' EXISTING PINE
20'-25' RELOCATED SABAL PALMS
20' EXISTING OAK
12' HOLLY
20'+
12'
3'
3' COCOPLUM HEDGE
24" DWARF FIREBUSH

SUNRISE LAKES
WEST BUFFER

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Added Benefits

- 1,031 LF of additional sidewalk to Bell Ave
- 1,290 LF of 4” Force Main


BELL AVENUE
SUNRISE BOULEVARD
PROPOSED OFFSITE 5' CONCRETE SIDEWALK
PROPOSED CROSSWALK
GRAPHIC SCALE
SCALE: (1 inch = 60 Feet)
CONCRETE SLAB
1
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Architectural

Architectural

ORDINANCE NO. 25-020

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE CITY'S ZONING ATLAS FOR ONE(1) PARCEL CONTAINING APPROXIMATELY 11.54 ACRES, MORE OR LESS, AND BEING LOCATED AT OR NEAR 3804 SUNRISE BOULEVARD IN FORT PIERCE, FLORIDA FROM (R-1) SINGLE FAMILY LOW DENSITY ZONE TO PLANNED DEVELOPMENT (PD)**; ESTABLISHING THE SUNRISE LAKES PLANNED DEVELOPMENT ZONE WITH A FINAL DEVELOPMENT SITE PLAN AND CONDITIONS OF DEVELOPMENT**;** APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject proposal incorporates one (1) parcel generally located at or near, 3804 Sunrise Boulevard within the City of Fort Pierce, Florida, containing approximately 11.54 acres of land; and

WHEREAS, a map depicting the subject property is attached hereto as Exhibit "A"; and

WHEREAS, the subject property, is presently designated as (R-1) Single family moderate density zone with a Future Land Use of Medium Low Residential (RL), and

WHEREAS, the Applicant, has applied for rezoning of the subject property from (R-1) Single-family low-density zone to PD, Planned Development Zone, together with a PD Final Site Plan, and

WHEREAS, the proposed zoning atlas map amendment (rezoning) is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs; and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 125-136; and

WHEREAS, pursuant to City Code 125-212, PD zoning is permitted in the City subject to a Planned Development Zoning Agreement; and

WHEREAS, the City of Fort Pierce Planning Board, at their May 12, 2025, meeting, voted 5 to 0 to recommend approval of the proposed request for these parcels; and

WHEREAS, the City Commission, at their July 21, 2025, meeting voted to continue the item to allow the applicant to amend the proposed Final

WHEREAS, the Planning Board, at their September 8, meeting recommended disapproval of an amended Sunrise Lakes Final PD, by a vote of 6-1, by reason of lack of School bus turn-a-round and stop within the development and number of dwellings (50); and

WHEREAS, a further revised proposal, including 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 was approved by Planning Board by a vote of 5-2, at their October 13, 2025.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. From and after the effective date hereof, the following property legally described respectively as:

33 35 40 S 546 FT OF NW 1/4 OF NE 1/4 LYG E OF SUNRISE BV (11.34 AC)

Parcel ID: 2433-123-0001-000-1

Said property being generally located at or near at or near 3804 Sunrise BLVD, Fort Pierce, Florida shall be rezoned, and the Zoning Designation is hereby amended from (R-3) Single family moderate density zone to Planned Development, PD, as depicted at **Exhibit "A"** and the Sketch & Legal Description at **Exhibit "B".**

SECTION 3. The Final PD site plan at **Exhibit "C"**, the Conditions of Development (PD Zoning) at **Exhibit "D"**, and the Planned Development Zoning Agreement at **Exhibit "E"**, are all attached hereto and incorporated herein, are approved.

SECTION 4. This Ordinance does not create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

SECTION 5. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 7. This Ordinance shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

____
Sara Hedges
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.25-020 was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on 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 ______, 2025; and was duly introduced, read by title only, and passed on second and final reading _____, 2025, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this ____th day of ____ 2025.

____
Linda Hudson
Mayor Commissioner

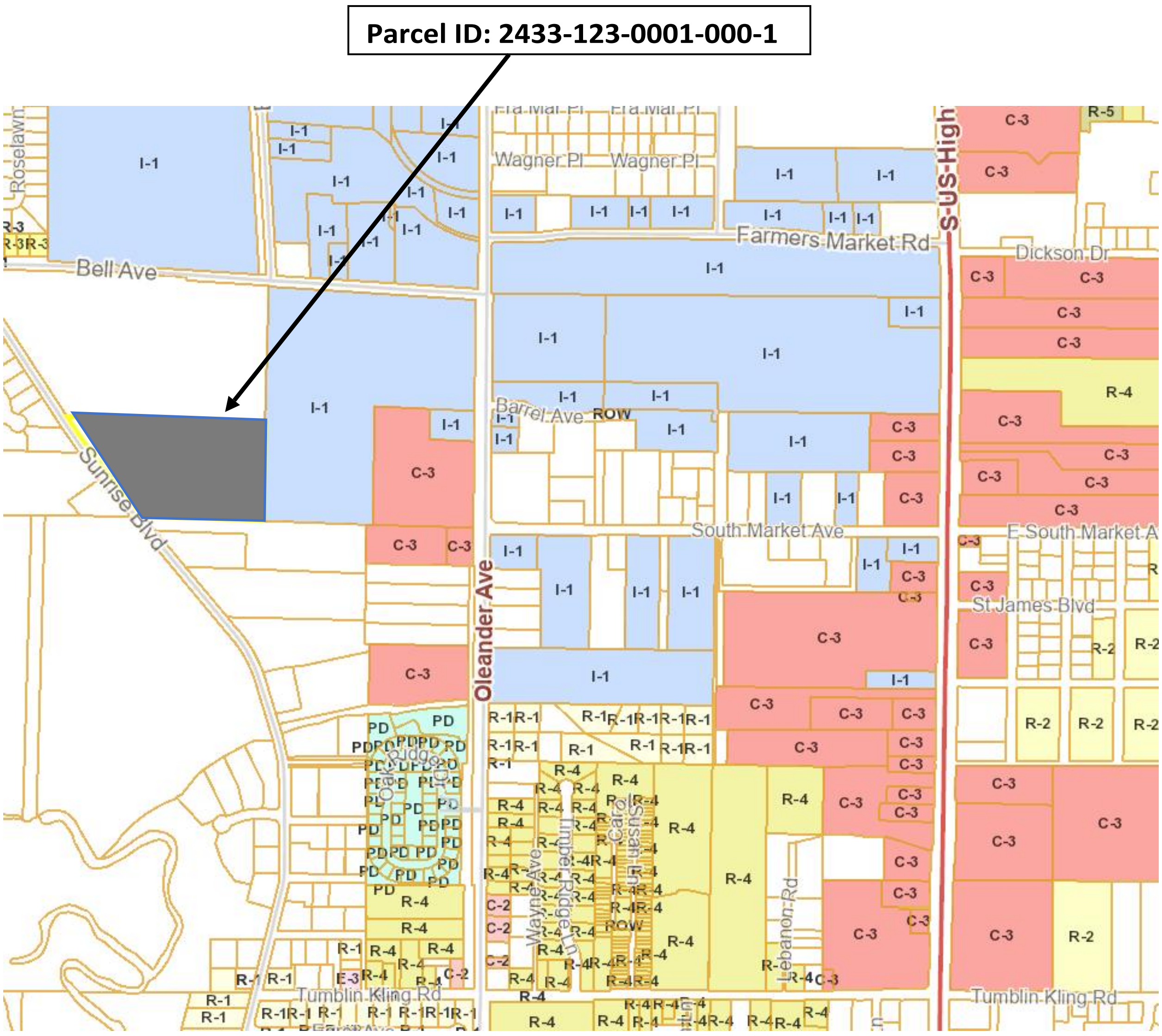
ATTEST:

____
Linda W. Cox
City Clerk

(City Seal)

EXHIBIT A

Parcel subject of Rezoning Map Amendment

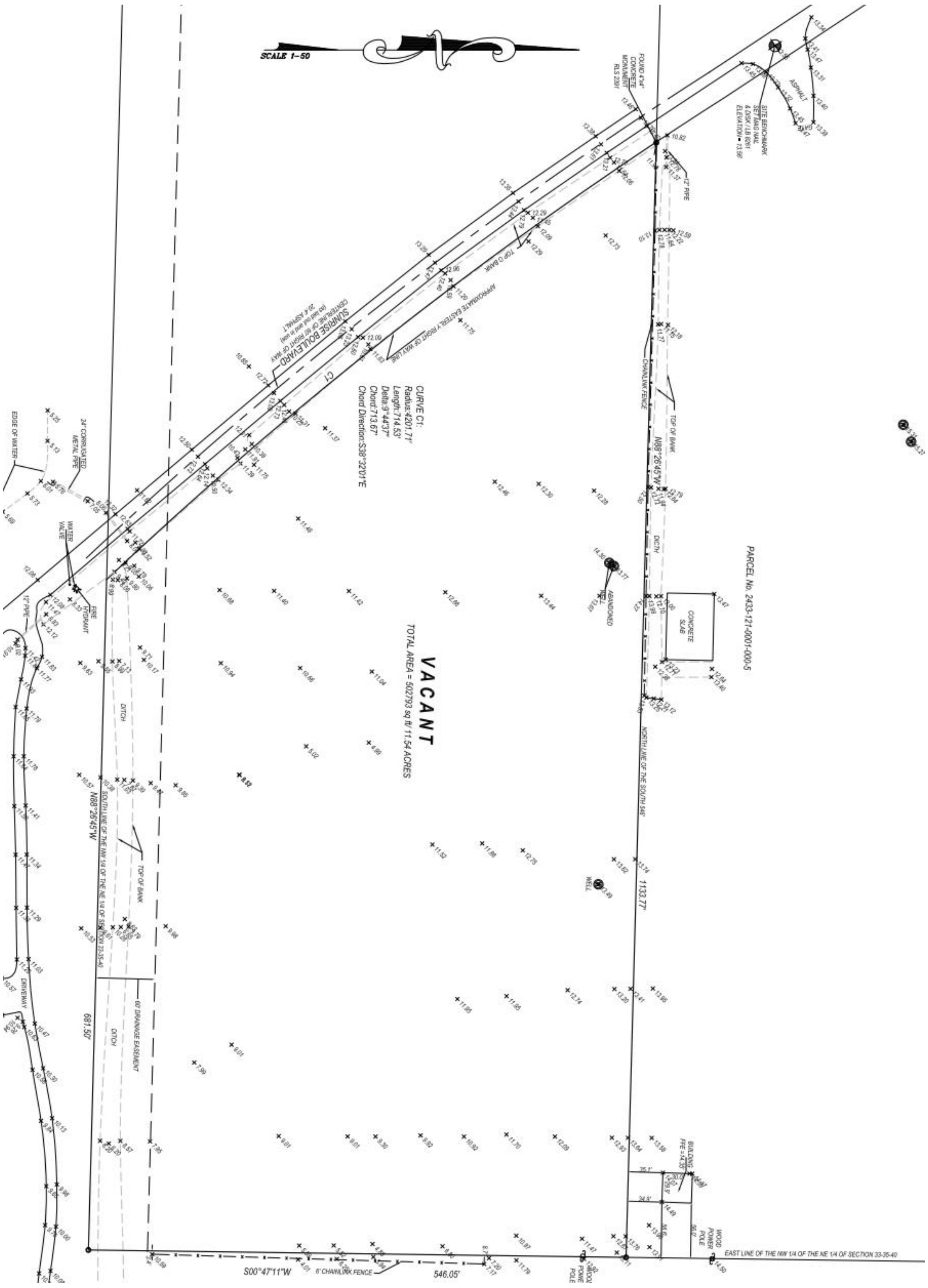


Parcel ID: 2433-123-0001-000-1

Bell Ave
Sunrise Blvd
Oleander Ave
Farmers Market Rd
Wagner Pl
Barrel Ave
South Market Ave
E South Market A
Dickson Dr
St James Blvd
S US High
Tumblin Kling Rd
Lebanon Rd
Wayne Ave
Timber Ridge Ln
Susan Ln
Roselawn
I-1
C-3
C-2
R-1
R-2
R-3
R-4
R-5
PD
ROW

EXHIBIT B

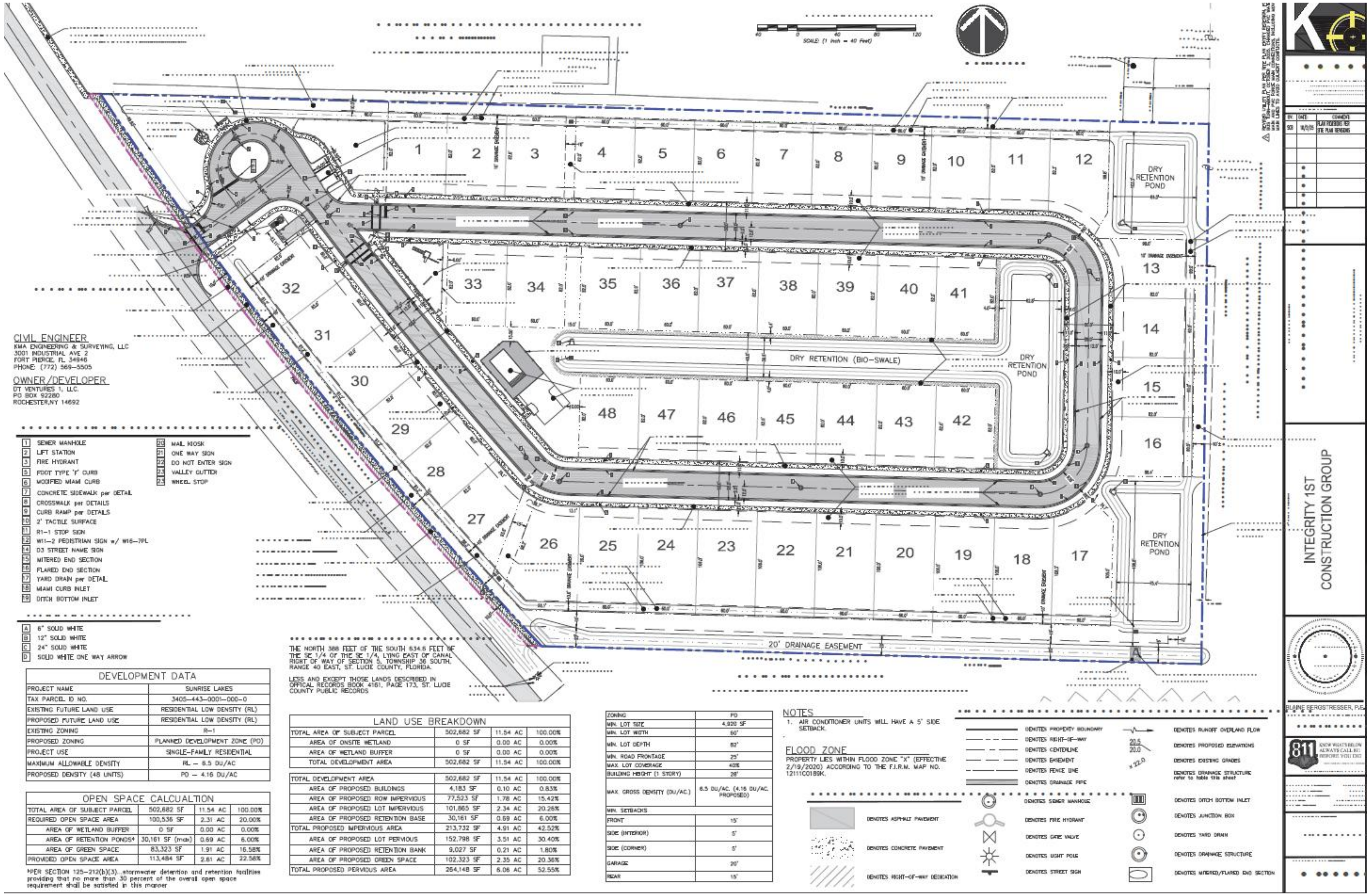
Sketch & Legal Description


SCALE 1=50
SUNRISE BOULEVARD
C1
CURVE C1:
Radius:4201.71'
Length:714.53'
Delta:9°44'37"
Chord:713.67'
Chord Direction:S38°32'01"E
VACANT
TOTAL AREA = 502793 sq ft/ 11.54 ACRES
PARCEL No. 2433-121-0001-000-5
N88°26'45"W
1133.77'
N88°26'45"W
681.50'
S00°47'11"W
546.05'
CONCRETE SLAB
ABANDONED WELL
WELL
DITCH
TOP OF BANK
FIRE HYDRANT
WATER VALVE
EDGE OF WATER
DRIVEWAY
6' CHAINLINK FENCE
WOOD POWER POLE
EAST LINE OF THE NW 1/4 OF THE NE 1/4 OF SECTION 33-35-40

33 35 40 S 546 FT OF NW 1/4 OF NE 1/4 LYG E OF SUNRISE BV (11.34 AC)

EXHIBIT C

Final PD Site Plan


SCALE (1 inch = 40 Feet)
40
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40
80
120
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11
12
DRY RETENTION POND
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16
DRY RETENTION POND
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39
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41
42
43
44
45
46
47
48
DRY RETENTION (BIO-SWALE)
DRY RETENTION POND
20' DRAINAGE EASEMENT
INTEGRITY 1ST
CONSTRUCTION GROUP
BLAINE BERGSTRESSER, P.E.
811
KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG
BY
DATE
COMMENTS
SCB
PLAN REVISIONS PER
SITE PLAN REVISIONS

CIVIL ENGINEER
KMA ENGINEERING & SURVEYING, LLC
3001 INDUSTRIAL AVE 2
FORT PIERCE, FL 34946
PHONE: (772) 569-5505

OWNER/DEVELOPER
DT VENTURES 1, LLC.
PO BOX 92280
ROCHESTER,NY 14692

1 SEWER MANHOLE
2 LIFT STATION
3 FIRE HYDRANT
5 FOOT TYPE 'F' CURB
6 MODIFIED MIAMI CURB
7 CONCRETE SIDEWALK per DETAIL
8 CROSSWALK per DETAILS
9 CURB RAMP per DETAILS
10 2' TACTILE SURFACE
11 R1-1 STOP SIGN
12 W11-2 PEDISTRIAN SIGN w/ W16-7PL
14 D3 STREET NAME SIGN
15 MITERED END SECTION
16 FLARED END SECTION
17 YARD DRAIN per DETAIL
18 MIAMI CURB INLET
19 DITCH BOTTOM INLET
20 MAIL KIOSK
21 ONE WAY SIGN
22 DO NOT ENTER SIGN
23 VALLEY GUTTER
23 WHEEL STOP

A 6" SOLID WHITE
B 12" SOLID WHITE
C 24" SOLID WHITE
D SOLID WHITE ONE WAY ARROW

DEVELOPMENT DATA	
PROJECT NAME	SUNRISE LAKES
TAX PARCEL ID NO.	3405-443-0001-000-0
EXISTING FUTURE LAND USE	RESIDENTIAL LOW DENSITY (RL)
PROPOSED FUTURE LAND USE	RESIDENTIAL LOW DENSITY (RL)
EXISTING ZONING	R-1
PROPOSED ZONING	PLANNED DEVELOPMENT ZONE (PD)
PROJECT USE	SINGLE-FAMILY RESIDENTIAL
MAXIMUM ALLOWABLE DENSITY	RL – 6.5 DU/AC
PROPOSED DENSITY (48 UNITS)	PD – 4.16 DU/AC

OPEN SPACE CALCUALTION			
TOTAL AREA OF SUBJECT PARCEL	502,682 SF	11.54 AC	100.00%
REQUIRED OPEN SPACE AREA	100,536 SF	2.31 AC	20.00%
AREA OF WETLAND BUFFER	0 SF	0.00 AC	0.00%
AREA OF RETENTION PONDS*	30,161 SF (max)	0.69 AC	6.00%
AREA OF GREEN SPACE	83,323 SF	1.91 AC	16.58%
PROVIDED OPEN SPACE AREA	113,484 SF	2.61 AC	22.58%

*PER SECTION 125-212(b)(3)...stormwater detention and retention facilities providing that no more than 30 percent of the overall open space requirement shall be satisfied in this manner

THE NORTH 388 FEET OF THE SOUTH 634.6 FEET OF THE SE 1/4 OF THE SE 1/4, LYING EAST OF CANAL RIGHT OF WAY OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT THOSE LANDS DESCRIBED IN OFFICAL RECORDS BOOK 4161, PAGE 173, ST. LUCIE COUNTY PUBLIC RECORDS

LAND USE BREAKDOWN			
TOTAL AREA OF SUBJECT PARCEL	502,682 SF	11.54 AC	100.00%
AREA OF ONSITE WETLAND	0 SF	0.00 AC	0.00%
AREA OF WETLAND BUFFER	0 SF	0.00 AC	0.00%
TOTAL DEVELOPMENT AREA	502,682 SF	11.54 AC	100.00%

TOTAL DEVELOPMENT AREA	502,682 SF	11.54 AC	100.00%
AREA OF PROPOSED BUILDINGS	4,183 SF	0.10 AC	0.83%
AREA OF PROPOSED ROW IMPERVIOUS	77,523 SF	1.78 AC	15.42%
AREA OF PROPOSED LOT IMPERVIOUS	101,865 SF	2.34 AC	20.26%
AREA OF PROPOSED RETENTION BASE	30,161 SF	0.69 AC	6.00%
TOTAL PROPOSED IMPERVIOUS AREA	213,732 SF	4.91 AC	42.52%
AREA OF PROPOSED LOT PERVIOUS	152,798 SF	3.51 AC	30.40%
AREA OF PROPOSED RETENTION BANK	9,027 SF	0.21 AC	1.80%
AREA OF PROPOSED GREEN SPACE	102,323 SF	2.35 AC	20.36%
TOTAL PROPOSED PERVIOUS AREA	264,148 SF	6.06 AC	52.55%

ZONING	PD
MIN. LOT SIZE	4,920 SF
MIN. LOT WIDTH	60'
MIN. LOT DEPTH	82'
MIN. ROAD FRONTAGE	25'
MAX. LOT COVERAGE	40%
BUILDING HEIGHT (1 STORY)	28'
MAX. GROSS DENSITY (DU/AC.)	6.5 DU/AC. (4.16 DU/AC. PROPOSED)
MIN. SETBACKS	
FRONT	15'
SIDE (INTERIOR)	5'
SIDE (CORNER)	5'
GARAGE	20'
REAR	15'

NOTES
1. AIR CONDITIONER UNITS WILL HAVE A 5' SIDE SETBACK.

FLOOD ZONE
PROPERTY LIES WITHIN FLOOD ZONE "X" (EFFECTIVE 2/19/2020) ACCORDING TO THE F.I.R.M. MAP NO. 12111C0189K.

DENOTES PROPERTY BOUNDARY
DENOTES RIGHT-OF-WAY
DENOTES CENTERLINE
DENOTES EASEMENT
DENOTES FENCE LINE
DENOTES DRAINAGE PIPE
DENOTES RUNOFF OVERLAND FLOW
20.5
20.0
DENOTES PROPOSED ELEVATIONS
x 22.0
DENOTES EXISTING GRADES
DENOTES DRAINAGE STRUCTURE refer to table this sheet
▨ DENOTES ASPHALT PAVEMENT
DENOTES CONCRETE PAVEMENT
▨ DENOTES RIGHT-OF-WAY DEDICATION
DENOTES SEWER MANHOLE
DENOTES FIRE HYDRANT
DENOTES GATE VALVE
DENOTES LIGHT POLE
DENOTES STREET SIGN
DENOTES DITCH BOTTOM INLET
DENOTES JUNCTION BOX
DENOTES YARD DRAIN
DENOTES DRAINAGE STRUCTURE
DENOTES MITERED/FLARED END SECTION

EXHIBIT D

Conditions of Development (PD Zoning)

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 final plat of the property shall be required.
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 issuance of 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 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 location shall be approved by the St. Lucie County School Board prior to issuance of final certificate of occupancy.

NOTE:
Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

EXHIBIT E

PD Development Agreement

TO BE INSERTED

Record and Return To:
This Instrument Prepared By:

Logan F. Wellmeier, Esq.
Dean, Mead, Minton & Moore
1903 S 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

[blank space above line reserved for recording data]

PLANNED DEVELOPMENT (PD) ZONING DEVELOPMENT AGREEMENT

THIS PLANNED DEVELOPMENT (PD) ZONING DEVELOPMENT AGREEMENT (this "**Agreement**") is made and entered into this 20th day of November, 2025, (the "**Effective Date**") by and between DT VENTURES 1 LLC, a Florida limited liability company (the "**Owner**"), and the CITY OF FORT PIERCE, a political subdivision of the State of Florida (the "**City**").

WITNESSETH:

WHEREAS, Owner is the owner and developer of certain real property in the city limits of Fort Pierce, Florida, more particularly described in the legal description attached hereto and incorporated herein as **Exhibit "1"** (the "**Subject Property"**); and

WHEREAS, Owner intends to develop a Planned Development ("**PD**") to be known as "Sunrise Lakes" consisting of 11.54 acres with 48 single family dwelling units ("**DUs**") (the "**Development**"); and

WHEREAS, pursuant to City Code Section 125-212, a PD is permitted in the City subject to a PD Zoning Development Agreement negotiated between Owner and City in order to introduce flexibility into the development regulations in a manner that is mutually beneficial to the City and for the Development, and to encourage enlightened and imaginative approaches to community planning; and

WHEREAS, the Development proposed is consistent with the City's comprehensive plan and land development regulations; and

WHEREAS, the City Commission of the City of Fort Pierce ("Commission") adopted Ordinance No 25-______ ("PD Ordinance") which approved the amended PD zoning for the Subject Property in which the provisions and obligations in this Agreement are made conditions of development as provided for in the PD Ordinance.

NOW, THEREFORE, the parties do hereby agree as follows:

A. LEGAL DESCRIPTION. This Agreement shall apply to the Subject Property, as described in **Exhibit 1**.

B. UNIFIED CONTROL. Owner hereby warrants that it has, as a result of fee simple ownership, unified ownership of all the Subject Property as described in **Exhibit 1**.

C. TERM. The Term of this Agreement shall be six (6) years, during which all improvements contemplated herein must be completed. Unless otherwise agreed upon by the parties in writing, this Agreement shall not be renewed automatically for successive terms.

D. DEVELOPMENT TIMELINE. All Development shall be consistent with the timeline below:

   1. Infrastructure construction shall begin no later than October 2027.
   2. All infrastructure improvements shall be completed no later than October 2028.
   3. A Final Plat shall be approved no later than October 2027.
   4. Construction of the DUs shall begin no later than October 2029.
   5. All Development and Improvements shall be completed no later than October 2031.

E. DEVELOPMENT APPROVALS. The Owner agrees that this PD will be undertaken and carried out in accordance with the following:

   1. The Final Site Plan approved by the City, a copy of which is attached hereto as **Exhibit 2** and by reference made a part hereof (the "Final PD Site Plan").

2. The Owner must adhere to and abide by the conditions and requirements agreed to by the City and Owner as set forth in the Special Conditions of Development, which is attached hereto as **Exhibit 3**, and fully incorporated by reference.
3. Permits and authorizations granted in accordance with such laws, ordinances, and regulations as may be in effect at the time of such approval.

F. PHASING AND PHASING REQUIREMENTS. The Development shall be constructed in one Phase.

G. PERMITTED USES; DENSITIES; INTENSITIES; HEIGHT.

1. Owner shall be permitted to build 48 single family DUs on the Subject Property.
2. Development of the Subject Project shall conform to the following Residential Lot and Building Dimensions:
    - i. Minimum Lot Size shall be 4,920 square feet.
    - ii. Minimum Lot Width shall be 60 feet.
    - iii. Minimum Lot Depth shall be 70 feet.
    - iv. Minimum Front Yard Depth shall be 15 feet for the main structure and 20 feet for the garage.
    - v. Minimum Side Yard Depth shall be 5 feet.
    - vi. Minimum Rear Yard Depth shall be 15 feet.
    - vii. Maximum Lot Coverage shall be 40%.
    - viii. Minimum right-of-way width for the interior roadway shall be 50 feet.
3. The Maximum Building Height shall be 28 feet.
4. The Maximum Density shall be 4.2 units per acre.

H. PUBLIC HEALTH, SAFETY, AND WELFARE CONDITIONS.

1. Roadway Access. Owner shall construct the Subject Property with:

   i. One (1) ungated entrance in the northwest corner of the site providing ingress from and egress to Sunrise Boulevard.
   ii. One (1) looped road with an interior sidewalk connecting all DUs on the Subject Property.
   iii. A school bus turning and pickup/drop-off loop within the property at the northwest corner of the site.
   iv. A 5ft sidewalk connection from the southernmost frontage of the property on Sunrise Boulevard to its connection with Bell Ave (approximately 1,730 feet).

2. Drainage. Stormwater drainage shall be conveyed through interconnected inlets and pipes to three (3) separate dry ponds. The dry ponds shall be planted with a variety of wax myrtles and sand cordgrass instead of typical Bahia sod, to add to the aesthetics of the Project as well as provide for nutrient removal from the stormwater.

3. Landscaping**.** Owner shall provide a 10-foot landscape buffer along the perimeter of the site, with a 10-foot landscape buffer along the southern property line along a 60-foot drainage easement.

4. Utilities**.** The Improvements to the Development shall contain a looped water main and a private lift station to serve the Development's wastewater needs. Dry utility lines and infrastructure shall be provided in the 10-foot utility easement shown on the front of each lot.

5. Open Space. An open space area between lot 35 and lot 48 shall be utilized for an amenity center. Future plans will be reviewed and approved by a revised final site plan and an amendment to this Agreement.

6. Traffic Contribution. If all Development is not completed within six (6) years of the Effective Date of this Agreement, no additional building permits will be issued for any residential units

until an updated traffic impact analysis is submitted to and approved by the City showing that the non-permitted approved residential development will not cause a net-negative impact to the impacted roadway network. The City reserves the right to require additional transportation improvements or mitigation based upon this updated traffic impact analysis. An amendment to this Agreement shall be required if any traffic improvements or mitigation are required based on the updated traffic impact analysis.

I. PUBLIC FACILITIES. Owner shall construct the following:

1. Connections to the Fort Pierce Water and Sewer Authority (FPUA) utility services to provide water and sewer.
2. St. Lucie County Road Infrastructure- Sidewalk improvements to Sunrise Boulevard.
3. The North St. Lucie River Water Control District (NSLRWCD) shall serve as the outfall infrastructure to the existing canal on south end of property.
4. Owner shall construct a covered school bus stop/shelter on site to be utilized by White City Elementary School, Forest Grove Middle School, and Fort Pierce Central High School.

J. PUBLIC PURPOSE RESERVATIONS OR DEDICATIONS. The south property line contains a 60-foot drainage easement, which shall continue to serve its public drainage related function through construction and after the development of the Subject Property.

K. DEVELOPMENT PERMITS

1. All required development permits and approvals shall be obtained before commencing construction, which shall include, but are not limited to:
    - i. City of Fort Pierce Development Permit Compliance Review Permit
    - ii. South Florida Water Management District Environmental Resources Permit
    - iii. North St. Lucie Water Control District Drainage Permit

iv. St. Lucie County Right-of-Way Permit

v. St. Lucie County Utility Connection Permit

vi. Florida Department of Environmental Water Main Extension Permit

vii. Florida Department of Environmental Wastewater Collection Permit

2. The failure of including a development permit or approval above does not alleviate Owner from obtaining any and all required development permits or approvals.

L. COMPREHENSIVE PLAN. The Development, as proposed, is consistent with the City's comprehensive plan and land development regulations.

M. FAILURE TO ADDRESS REQUIREMENTS. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner of the necessity of complying with any law, ordinance, rule, regulation, or legal requirement governing said permitting requirements, conditions, term, or restriction.

N. COMPLIANCE/VESTED RIGHTS.

1. Owner shall be required to construct all proposed Improvements in accordance with applicable laws, ordinances, and regulations, the provisions and requirements of this Agreement, the PD Zoning Ordinance, approved final site plan(s), construction plans, landscape plans, preserve area management plans, and subdivision plats, hereinafter sometimes collectively referred to as development orders ("Development Orders.")
2. Owner, its grantees, successors, or assigns shall have no vested rights in any expired Development Orders for this Development.

O. DESTRUCTION. In the event that all or a portion of the proposed Improvements should be destroyed by a storm, fire, or other common disaster, Owner, its grantees, successors, or assigns shall have the right to rebuild and/or repair so long as there is strict compliance with the approved, final site plan(s), subdivision plat(s), and Development Orders.

P. CHANGES OR AMENDMENTS.

1. There shall at all times be strict adherence to the provisions of this Agreement and the approved Development Orders. Any change or amendment to this Agreement and/or approved Development Orders shall only be made in accordance with the City's Code of Ordinances and pursuant to any public hearing process included therein, when applicable, and only in writing.
2. Notwithstanding Paragraph 1 above, Owner, its successors in interest, and the City may amend or terminate this Agreement without securing the consent of other property owners whose property is subject to this Agreement, unless such amendment or termination directly and materially modifies the allowable uses or entitlements of such owners' property.

Q. COMPLIANCE /REMEDIES.

1. Development of Sunrise Lakes and the proposed Improvements shall at all times be in compliance with this Agreement and any approved Development Orders. In the event that the Owner fails to comply with any provision or condition of this Agreement or a Development Order, the City shall have the right to cease the processing of any applications or permits for development, including the issuance of building permits or certificates of occupancy for the Subject Property. In the event the Owner fails to construct the Improvements consistent with this Agreement, the City can terminate this Agreement in its sole discretion. If the Agreement is terminated or expires, no building permits shall be issued for the PD consistent with the site plan approvals or this Agreement until such time as a new agreement or an amendment to this Agreement is executed by the Parties.

2. In the event that any person files a complaint with the City Manager alleging that a Development Order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application has occurred, the City Manager will review and respond to such complaint and take appropriate action as provided for in the City Code, this Agreement, and other applicable law.
3. The above provisions shall not be interpreted to provide an exclusive remedy, and the City may pursue any appropriate remedy at law or equity in the event Owner or their successors in interest fail to abide by the provisions of this Agreement.

R. BREACH OF AGREEMENT.

1. Construction of the Development and any proposed improvements shall at all times be in compliance with this Agreement and any Development Orders. In the event that the Owner fails to comply with any provision or condition of this Agreement or an approved Development Order, the City shall have the right to cease the processing of any applications or permits for development, including the issuance of building permits or certificates of occupancy for the Subject Property, including any associated phases. In the event that the Owner fails to construct the improvements consistent with this Agreement, the City may, in its sole discretion, take any appropriate action it deems necessary and appropriate as provided for in the City Code, this Agreement, and other applicable law.
2. In the event that any person files a complaint with the City Manager alleging that this Agreement, an approved development permit, or a Development Order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information

required in a development application has occurred, the City Manager will review and respond to such complaint and take appropriate action as provided for in the City Code, this Agreement, and other applicable law.

3. The above provisions shall not be interpreted to provide an exclusive remedy, and the City may pursue any appropriate remedy at law or equity in the event Owner or his successors in interest fail to abide by the provisions of this Agreement.

S. JURISDICTION. This Agreement shall be governed by the laws of the State of Florida, and any and all legal actions instituted because of this Agreement shall be instituted in the City of Fort Pierce, County of St. Lucie, Florida.

T. WAIVER OF JURY TRIAL. **THE PARTIES HERETO AGREE WITHOUT RESERVATION OF ANY RIGHTS UNDER FEDERAL OR STATE LAW, THAT IN ANY LITIGATION ARISING UNDER THIS AGREEMENT. THE PARTIES HERETO WAIVE THE RIGHT TO TRIAL BEFORE A JURY AND ALL SUCH LITIGATION SHALL BE LITIGATED ONLY IN A NON-JURY HEARING IN THE STATE COURTS OF FLORIDA, ST. LUCIE COUNTY.**

U. HOLD HARMLESS. The City shall be held harmless by Owner from any and all liability stemming from any disputes between Owner, its grantees, successors, assigns, predecessors in title or other property owners regarding any Development undertaken by Owner, its grantees, successors, or assigns as provided for in this Agreement.

V. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, their grantees, successors in interest, heirs, assigns, and personal representatives. This Agreement may only be assigned by Owner after notice to the City. The obligations of this Agreement are a covenant running with the land and run with the Subject Property.

W. NOTICE. Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice, the addressees are as follows:

OWNER:
DT VENTURES 1 LLC
1379 SW Bellevue Ave
Port St Lucie, FL 34953

CITY:
City Manager City of Ft. Pierce 100 N US Hwy 1
Fort Pierce, FL 34950

With required copy to:
City Attorney City of Ft. Pierce 100 N US Hwy 1
Fort Pierce, FL 34950

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the date upon which the return receipt is signed, or delivery is refused. Either party may change its address for the purpose of this Section by written notice to the other party given in accordance with the provisions of this Section.

X. ENTIRE AGREEMENT. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

Y. RECORDING. The City shall record this Agreement in the public records with the clerk of court in St. Lucie County within 14 days of the effective date of this Agreement. Failure of the City to record this Agreement shall not void this Agreement or be deemed a default.

Z. SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

AA. WAIVER. No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Failure to include any specific Development Permit, Development Order, or other legal requirement for the construction of the Development shall not be deemed any kind of variance, waiver, or other relief from the requirements in the City Code of Ordinances.

BB. RIGHTS OF ASSIGNMENT. All rights of the Owner hereunder may be collaterally assigned to any lender for the Owner as security for any loan or construction loan, and in the event of a foreclosure or deed-in-lieu of foreclosure, the lender and/or grantee of any deed-in-lieu of foreclosure, and their respective successors and assigns, shall be bound by this Agreement and entitled to enforce the rights of the Owner hereunder.

CC. COUNTERPARTS. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made and entered into the day and year first written. The date of this Agreement shall be the date on which this Agreement was approved by the City Commission of Fort Pierce.

WITNESSES:

Niko Scionti
Print Name: Niko Scionti
Address: 1379 SW Bellevue Ave
Port St Lucie, FL 34953

Jason Clark
Print Name: Jason Clark
Address: PO Box 3674
Lake Worth, FL 33460

OWNER:
DT VENTURES 1 LLC, a Florida limited liability company

By: ____________________

Name: David Terry

Its: ____________________

STATE OF FLORIDA
COUNTY OF St Lucie

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 20 day of November, 2025, by David Terry, as President of DT Ventures, 1 LLC, on behalf of said company. Said person is (check one) ☒ personally known to me, ☒ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or ☐ produced other identification, to wit: License.

Notary Public State of Florida
Jayson Bono
My Commission HH 326387
Expires 1/22/2027

Print Name: Jayson Bono
Notary Public, State of Florida
Commission No.: ____________________
My Commission Expires: ____________________

CITY OF FORT PIERCE:

ATTEST:

Linda Hudson, Mayor

Linda Cox, City Clerk

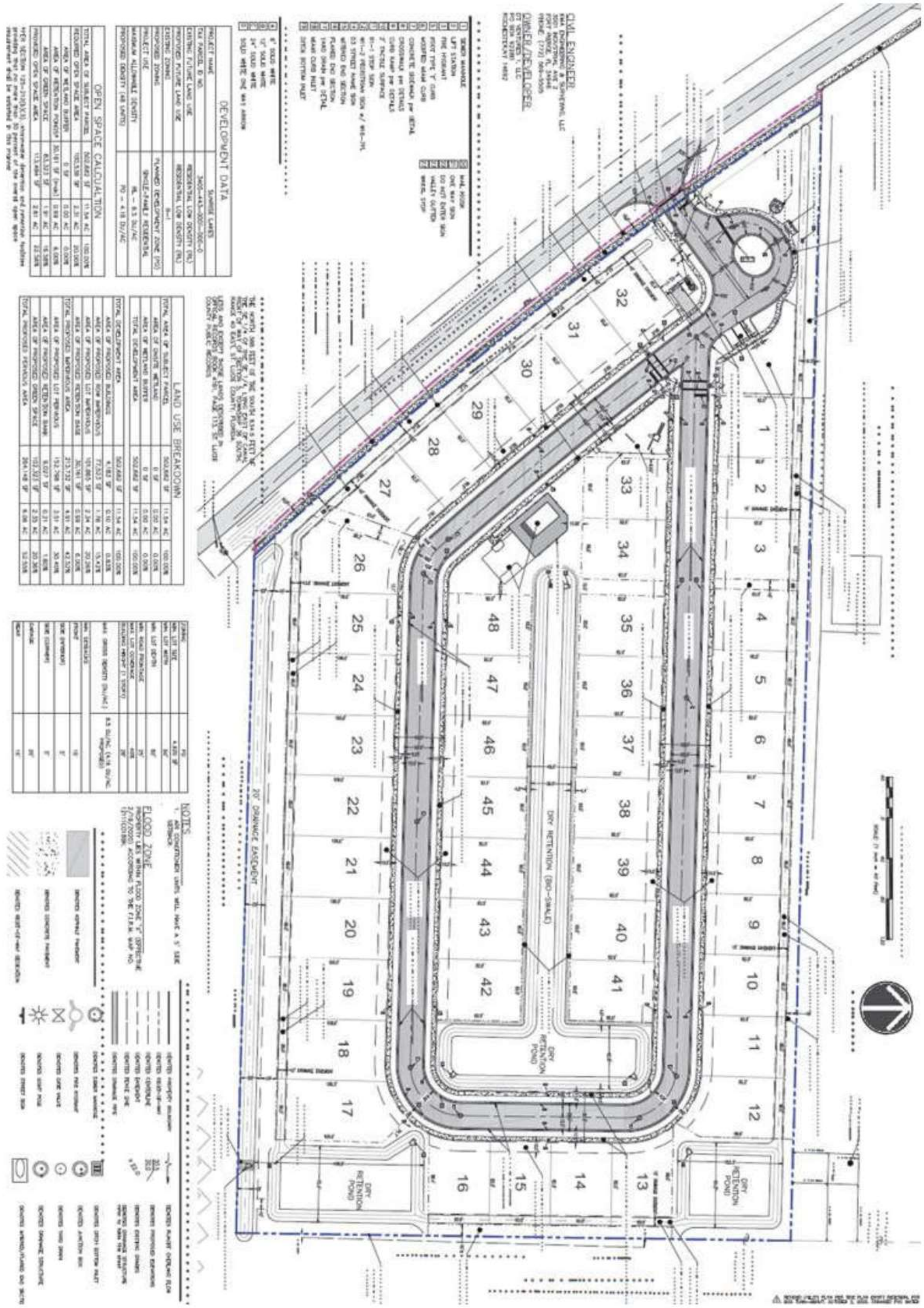
APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

EXHIBIT 1
LEGAL DESCRIPTION OF THE PROPERTY

The South 546 feet of the Northwest 1/4 of the Northwest ¼, lying East of the White City Road (Sunrise Boulevard), in Section 33, Township 35 South, Range 40 East, said land lying and being in Saint Lucie County.

EXHIBIT 2
FINAL PD SITE PLAN



CIVIL ENGINEER
OWNER/DEVELOPER
DEVELOPMENT DATA
OPEN SPACE CALCULATION
LAND USE BREAKDOWN
NOTES
FLOOD ZONE
DRY RETENTION (BIO-SWALE)
DRY RETENTION POND
DRY RETENTION POND
DRY RETENTION POND
20' DRAINAGE EASEMENT
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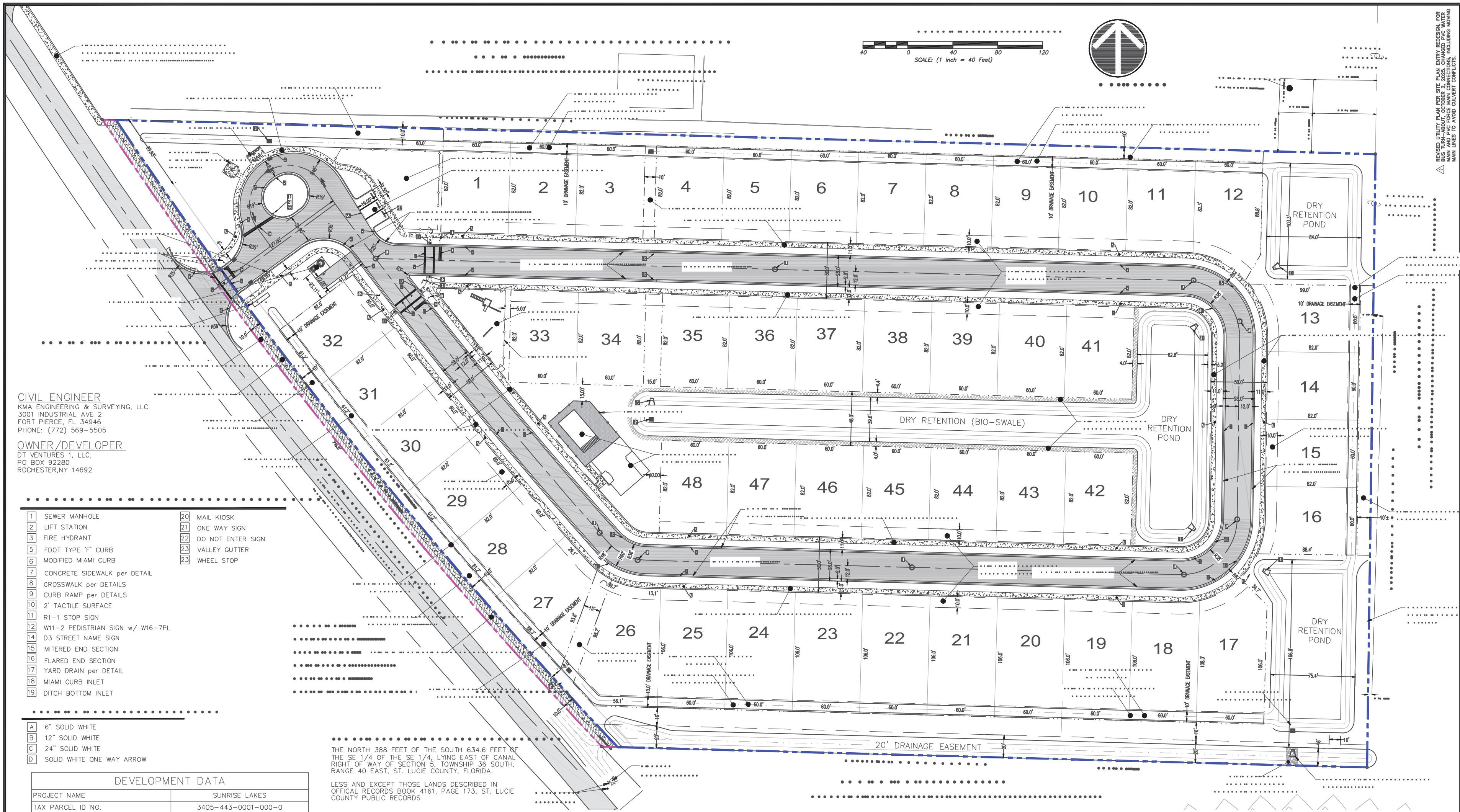
EXHIBIT 3
SPECIAL CONDITIONS OF DEVELOPMENT

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 final plat of the property shall be required.
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 issuance of 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 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 location shall be approved by the St. Lucie County School Board prior to issuance of final certificate of occupancy.

NOTE:

Issuance of a development permit or development order by a municipality does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.



REVISED UTILITY PLAN PER SITE PLAN ENTRY REDESIGN, FOR BUS TURN-ABOUT, OCTOBER 2, 2025. CHANGED PVC WATER MAIN AND PVC FORCE MAIN CONNECTIONS, INCLUDING MOVING MAIN LINES TO AVOID CULVERT CONFLICTS.

BY:	DATE:	COMMENT:
SCB	10/2/25	PLAN REVISIONS PER SITE PLAN REVISIONS

INTEGRITY 1ST CONSTRUCTION GROUP

BLAINE BERGSTRESSER, P.E.

KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG

CIVIL ENGINEER
KMA ENGINEERING & SURVEYING, LLC
3001 INDUSTRIAL AVE 2
FORT PIERCE, FL 34946
PHONE: (772) 569-5505

OWNER/DEVELOPER
DT VENTURES 1, LLC.
PO BOX 92280
ROCHESTER,NY 14692

1	SEWER MANHOLE	20	MAIL KIOSK
2	LIFT STATION	21	ONE WAY SIGN
3	FIRE HYDRANT	22	DO NOT ENTER SIGN
5	FDOT TYPE 'F' CURB	23	VALLEY GUTTER
6	MODIFIED MIAMI CURB	23	WHEEL STOP
7	CONCRETE SIDEWALK per DETAIL		
8	CROSSWALK per DETAILS		
9	CURB RAMP per DETAILS		
10	2' TACTILE SURFACE		
11	R1-1 STOP SIGN		
12	W11-2 PEDISTRIAN SIGN w/ W16-7PL		
14	D3 STREET NAME SIGN		
15	MITERED END SECTION		
16	FLARED END SECTION		
17	YARD DRAIN per DETAIL		
18	MIAMI CURB INLET		
19	DITCH BOTTOM INLET		

A	6" SOLID WHITE
B	12" SOLID WHITE
C	24" SOLID WHITE
D	SOLID WHITE ONE WAY ARROW

THE NORTH 388 FEET OF THE SOUTH 634.6 FEET OF THE SE 1/4 OF THE SE 1/4, LYING EAST OF CANAL RIGHT OF WAY OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT THOSE LANDS DESCRIBED IN OFFICAL RECORDS BOOK 4161, PAGE 173, ST. LUCIE COUNTY PUBLIC RECORDS

DEVELOPMENT DATA	
PROJECT NAME	SUNRISE LAKES
TAX PARCEL ID NO.	3405-443-0001-000-0
EXISTING FUTURE LAND USE	RESIDENTIAL LOW DENSITY (RL)
PROPOSED FUTURE LAND USE	RESIDENTIAL LOW DENSITY (RL)
EXISTING ZONING	R-1
PROPOSED ZONING	PLANNED DEVELOPMENT ZONE (PD)
PROJECT USE	SINGLE-FAMILY RESIDENTIAL
MAXIMUM ALLOWABLE DENSITY	RL - 6.5 DU/AC
PROPOSED DENSITY (48 UNITS)	PD - 4.16 DU/AC

OPEN SPACE CALCUALTION			
TOTAL AREA OF SUBJECT PARCEL	502,682 SF	11.54 AC	100.00%
REQUIRED OPEN SPACE AREA	100,536 SF	2.31 AC	20.00%
AREA OF WETLAND BUFFER	0 SF	0.00 AC	0.00%
AREA OF RETENTION PONDS*	30,161 SF (max)	0.69 AC	6.00%
AREA OF GREEN SPACE	83,323 SF	1.91 AC	16.58%
PROVIDED OPEN SPACE AREA	113,484 SF	2.61 AC	22.58%

*PER SECTION 125-212(b)(3)...stormwater detention and retention facilities providing that no more than 30 percent of the overall open space requirement shall be satisfied in this manner

LAND USE BREAKDOWN			
TOTAL AREA OF SUBJECT PARCEL	502,682 SF	11.54 AC	100.00%
AREA OF ONSITE WETLAND	0 SF	0.00 AC	0.00%
AREA OF WETLAND BUFFER	0 SF	0.00 AC	0.00%
TOTAL DEVELOPMENT AREA	502,682 SF	11.54 AC	100.00%

TOTAL DEVELOPMENT AREA	502,682 SF	11.54 AC	100.00%
AREA OF PROPOSED BUILDINGS	4,183 SF	0.10 AC	0.83%
AREA OF PROPOSED ROW IMPERVIOUS	77,523 SF	1.78 AC	15.42%
AREA OF PROPOSED LOT IMPERVIOUS	101,865 SF	2.34 AC	20.26%
AREA OF PROPOSED RETENTION BASE	30,161 SF	0.69 AC	6.00%
TOTAL PROPOSED IMPERVIOUS AREA	213,732 SF	4.91 AC	42.52%
AREA OF PROPOSED LOT PERVIOUS	152,798 SF	3.51 AC	30.40%
AREA OF PROPOSED RETENTION BANK	9,027 SF	0.21 AC	1.80%
AREA OF PROPOSED GREEN SPACE	102,323 SF	2.35 AC	20.36%
TOTAL PROPOSED PERVIOUS AREA	264,148 SF	6.06 AC	52.55%

ZONING	PD
MIN. LOT SIZE	4,920 SF
MIN. LOT WIDTH	60'
MIN. LOT DEPTH	82'
MIN. ROAD FRONTAGE	25'
MAX. LOT COVERAGE	40%
BUILDING HEIGHT (1 STORY)	28'
MAX. GROSS DENSITY (DU/AC.)	6.5 DU/AC. (4.16 DU/AC. PROPOSED)
MIN. SETBACKS	
FRONT	15'
SIDE (INTERIOR)	5'
SIDE (CORNER)	5'
GARAGE	20'
REAR	15'

NOTES

1. AIR CONDITIONER UNITS WILL HAVE A 5' SIDE SETBACK.

FLOOD ZONE

PROPERTY LIES WITHIN FLOOD ZONE "X" (EFFECTIVE 2/19/2020) ACCORDING TO THE F.I.R.M. MAP NO. 12111C0189K.

DENOTES PROPERTY BOUNDARY
DENOTES RIGHT-OF-WAY
DENOTES CENTERLINE
DENOTES EASEMENT
DENOTES FENCE LINE
DENOTES DRAINAGE PIPE

DENOTES RUNOFF OVERLAND FLOW
20.5 / 20.0 DENOTES PROPOSED ELEVATIONS
x 22.0 DENOTES EXISTING GRADES
DENOTES DRAINAGE STRUCTURE refer to table this sheet

DENOTES ASPHALT PAVEMENT
DENOTES CONCRETE PAVEMENT
DENOTES RIGHT-OF-WAY DEDICATION

DENOTES SEWER MANHOLE
DENOTES FIRE HYDRANT
DENOTES GATE VALVE
DENOTES LIGHT POLE
DENOTES STREET SIGN

DENOTES DITCH BOTTOM INLET
DENOTES JUNCTION BOX
DENOTES YARD DRAIN
DENOTES DRAINAGE STRUCTURE
DENOTES MITERED/FLARED END SECTION

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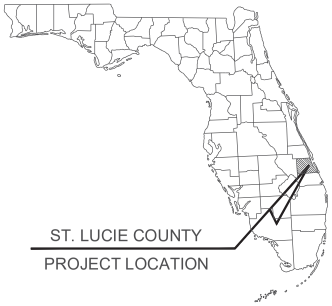
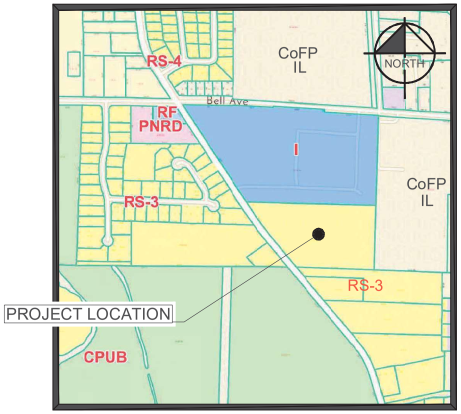

ST. LUCIE COUNTY
PROJECT LOCATION

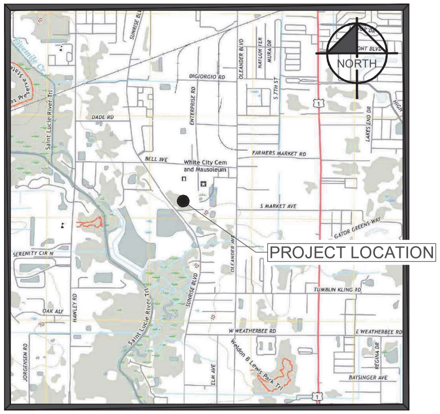
CONSTRUCTION PLANS
FOR
SUNRISE LAKES

LOCATED AT

3804 SUNRISE BLVD, FORT PIERCE, FLORIDA
SECTION 33, TOWNSHIP 35S, RANGE 40E


NORTH
RS-4
CoFP
IL
Bell Ave
RF
PNRD
I
CoFP
IL
RS-3
RS-3
PROJECT LOCATION
CPUB

LOCATION MAP
SCALE: NOT TO SCALE


NORTH
PROJECT LOCATION
White City Cem and Mausoleum
BELL AVE
FARMERS MARKET RD
S MARKET AVE
GATOR GREENS WAY
OLEANDER AVE
SUNRISE BLVD
W WEATHERBEE RD
E WEATHERBEE RD
TUMBLIN KLING RD
Saint Lucie River Trl
Weldon B Lewis Park Trl
HARTLEY RD
OAK AVE
ELM AVE
JORGENSEN RD
SERENITY CIR W
DADE RD
ENTERPRISE RD
ANGIORGIO RD
OLEANDER BLVD
NAYLOR TER
MIRADOR
S 7TH ST
LAKES END DR
REGINA DR
BAYSINGER AVE

VICINITY MAP
SCALE: NOT TO SCALE

SHEET LIST TABLE

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LEGAL DESCRIPTION

THE SOUTH 546 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LYING EAST OF WHITE CITY ROAD (SUNRISE BOULEVARD) IN SECTION 33, TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAID LAND LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

PROJECT TEAM

OWNER/DEVELOPER
DT VENTURES 1, LLC.
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ROCHESTER,NY 14692

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LANDSCAPE ARCHITECTURAL SERVICES
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SURVEYOR
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FBPE C.O.A. # 33705

REVISIONS:

BY:	DATE:	COMMENT:
SCB	10/2/25	PLAN REVISIONS PER SITE PLAN REVISIONS

PROJECT:
SUNRISE LAKES
CITY OF FORT PIERCE, FLORIDA

CLIENT:
INTEGRITY 1ST CONSTRUCTION GROUP

NO. 84598
STATE OF FLORIDA

BLAINE BERGSTRESSER, P.E.
FLORIDA LICENSE No. 84598
11/18/2025

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PROJECT No.: 24-1001
DRAWN BY: SCB
CHECKED BY: BRB
DATE: 04/02/2024
CAD I.D.: 24-1001 COVER

SHEET TITLE:
COVER

SHEET NUMBER:
C-100

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1. THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION) AND BECOME FAMILIAR WITH THE CONTENTS PRIOR TO COMMENCING WORK, AND, UNLESS OTHERWISE NOTED, ALL WORK SHALL CONFORM AS APPLICABLE TO THESE STANDARDS AND SPECIFICATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.

3. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE TOPOGRAPHIC SURVEY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE HE COMMENCES ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.

4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 48 HOURS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. A LIST OF THE UTILITY COMPANIES WHICH THE CONTRACTOR MUST CALL BEFORE COMMENCING WORK IS PROVIDED ON THE COVER SHEET OF THESE CONSTRUCTION PLANS. THIS LIST SERVES AS A GUIDE ONLY AND IS NOT INTENDED TO LIMIT THE UTILITY COMPANIES WHICH THE CONTRACTOR MAY WISH TO NOTIFY.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS AND BONDS IF REQUIRED PRIOR TO CONSTRUCTION.

6. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.

7. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.

8. ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS ARE TO BE SENT TO THE OWNER AND DESIGN ENGINEER OF RECORD DIRECTLY FROM THE TESTING AGENCY.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS WILL BE THE CONTRACTORS RESPONSIBILITY.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED AS CONSTRUCTION PROGRESSES OR AT THE COMPLETION OF APPROPRIATE CONSTRUCTION INTERVALS AND SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO JURISDICTIONAL AGENCIES AS REQUIRED. ALL AS-BUILT DATA SHALL BE COLLECTED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR WHOSE SERVICES ARE ENGAGED BY THE CONTRACTOR.

11. ANY WELLS DISCOVERED ON SITE THAT WILL HAVE NO USE MUST BE PLUGGED BY A LICENSED WELL DRILLING CONTRACTOR IN A MANNER APPROVED BY ALL JURISDICTIONAL AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY WELL ABANDONMENT PERMITS REQUIRED.

12. ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE APPROPRIATE JURISDICTIONAL AGENCIES WITHIN 24 HOURS AFTER DISCOVERY IS MADE.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.

1. THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THE EROSION CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.

2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.

3. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.

4. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR OWNER.

5. EROSION CONTROL PLAN MUST CLEARLY DELINEATE ALL STATE WATERS. PERMITS FOR ANY CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS MUST BE MAINTAINED ON SITE AT ALL TIMES.

6. THE CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.

7. CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.

8. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.

9. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ON SITE. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.

11. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.

12. ALL STORM WATER POLLUTION PREVENTION MEASURES PRESENTED ON THE PLAN, SHALL BE INITIATED AS SOON AS PRACTICABLE.

13. STABILIZATION PRACTICES SHOULD BE INITIATED AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS WHERE CONSTRUCTION HAS TEMPORARILY CEASED.

14. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 7 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRED IN THESE AREAS. REFER TO SECTION 981 OF THE STANDARD SPECIFICATIONS FOR SEEDING AND MAINTENANCE REQUIREMENTS.

15. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.

16. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED AS SOON AS POSSIBLE.

17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.

18. ON-SITE & OFF SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.

19. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.

20. DUE TO GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, ETC.) TO PREVENT EROSION.

21. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACK FILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING FOR ROAD CONSTRUCTION.

1. THE CONTRACTOR SHALL CONSTRUCT GRAVITY SEWER LATERALS, MANHOLES GRAVITY SEWER LINES AND DOMESTIC WATER AND FIRE PROTECTION SYSTEM AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS, EQUIPMENT, MACHINERY, TOOLS, MEANS OF TRANSPORTATION AND LABOR NECESSARY TO COMPLETE THE WORK IN FULL AND COMPLETE ACCORDANCE WITH THE SHOWN, DESCRIBED AND REASONABLY INTENDED REQUIREMENTS OF THE CONTRACT DOCUMENTS AND JURISDICTIONAL AGENCY REQUIREMENTS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.

2. ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS FOR UTILITY LOCATION AND COORDINATION IN ACCORDANCE WITH THE NOTES CONTAINED IN THE GENERAL CONSTRUCTION SECTION OF THIS SHEET.

3. THE CONTRACTOR SHALL RESTORE ALL DISTURBED VEGETATION IN KIND, UNLESS SHOWN OTHERWISE.

4. DEFLECTION OF PIPE JOINTS AND CURVATURE OF PIPE SHALL NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS. SECURELY CLOSE ALL OPEN ENDS OF PIPE AND FITTINGS WITH A WATERTIGHT PLUG WHEN WORK IS NOT IN PROGRESS. THE INTERIOR OF ALL PIPES SHALL BE CLEAN AND JOINT SURFACES WIPED CLEAN AND DRY AFTER THE PIPE HAS BEEN LOWERED INTO THE TRENCH. VALVES SHALL BE PLUMB AND LOCATED ACCORDING TO THE PLANS.

5. ALL PHASES OF INSTALLATION, INCLUDING UNLOADING, TRENCHING, LAYING AND BACK FILLING, SHALL BE DONE IN A FIRST CLASS WORKMANLIKE MANNER. ALL PIPE AND FITTINGS SHALL BE CAREFULLY STORED FOLLOWING MANUFACTURER'S RECOMMENDATIONS. CARE SHALL BE TAKEN TO AVOID DAMAGE TO THE COATING OR LINING IN ANY D.I. PIPE FITTINGS. ANY PIPE OR FITTING WHICH IS DAMAGED OR WHICH HAS FLAWS OR IMPERFECTIONS WHICH, IN THE OPINION OF THE ENGINEER OR OWNER, RENDERS IT UNFIT FOR USE, SHALL NOT BE USED. ANY PIPE NOT SATISFACTORY FOR USE SHALL BE CLEARLY MARKED AND IMMEDIATELY REMOVED FROM THE JOB SITE, AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

6. WATER FOR FIRE FIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLES BEING BROUGHT ON SITE.

7. ALL UTILITY AND STORM DRAIN TRENCHES LOCATED UNDER AREAS TO RECEIVE PAVING SHALL BE COMPLETELY BACK FILLED IN ACCORDANCE WITH THE GOVERNING JURISDICTIONAL AGENCY'S SPECIFICATIONS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.

8. UNDERGROUND LINES SHALL BE SURVEYED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR PRIOR TO BACK FILLING.

9. CONTRACTOR SHALL PERFORM, AT HIS OWN EXPENSE, ANY AND ALL TESTS REQUIRED BY THE SPECIFICATIONS AND/OR ANY AGENCY HAVING JURISDICTION. THESE TESTS MAY INCLUDE, BUT MAY NOT BE LIMITED TO, INFILTRATION AND EXFILTRATION, TELEVISION INSPECTION AND A MANDREL TEST ON GRAVITY SEWER. A COPY OF THE TEST RESULTS SHALL BE PROVIDED TO THE UTILITY PROVIDER, OWNER AND JURISDICTIONAL AGENCY AS REQUIRED.

ALL MEASURES STATED ON THE EROSION AND SEDIMENT CONTROL PLAN, 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 AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.

2. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED AND RESEEDED AS NEEDED. FOR MAINTENANCE REQUIREMENTS REFER TO SECTION 981 OF THE OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION).

3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.

4. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.

5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.

6. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED TO 55 CUBIC YARDS / ACRE.

7. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN 2 CALENDAR DAYS FOLLOWING THE INSPECTION.

1. STANDARD INDEXES REFER TO THE 2021/2022 EDITION OF F.D.O.T. "STANDARD PLANS FOR ROADWAY CONSTRUCTION"

2. ALL STORM SEWER PIPE SHALL BE REINFORCED CONCRETE CLASS III (ASTM C-76) UNLESS OTHERWISE NOTED ON PLANS. ALL DRAINAGE STRUCTURES SHALL BE IN ACCORDANCE WITH F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS UNLESS OTHERWISE NOTED ON PLANS.

3. PIPE LENGTHS SHOWN ARE APPROXIMATE AND TO CENTER OF DRAINAGE STRUCTURES, WITH THE EXCEPTION OF MITERED END AND FLARED END SECTIONS, WHICH ARE NOT INCLUDED IN LENGTHS.

4. ALL DRAINAGE STRUCTURE GRATES AND COVERS, EITHER EXISTING OR PROPOSED SHALL BE TRAFFIC RATED FOR H-20 LOADINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY NECESSARY UPGRADES TO EXISTING DRAINAGE STRUCTURES.

5. CONSTRUCTION OF THE ENTIRE STORMWATER MANAGEMENT SYSTEM SHOWN ON THE PLANS MUST BE COMPLETE AND ALL DISTURBED AREAS STABILIZED IN ACCORDANCE WITH THE PERMITTED PLANS AND CONDITIONS PRIOR TO ANY OF THE FOLLOWING: ISSUANCE OF THE FIRST CERTIFICATE OF OCCUPANCY FOR ANY LOT; INITIATION OF INTENDED USE OF THE INFRASTRUCTURE; OR TRANSFER OF RESPONSIBILITY FOR MAINTENANCE OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.

6. THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORM WATER PIPING PER JURISDICTION REGULATIONS (MANUFACTURER'S RECOMMENDATIONS SHALL BE UTILITIZED IF MORE STRINGENT).

7. STORM WATER PIPES, STRUCTURES, MINIMUM COVER AND INSTALLATION PROCEDURES TO BE IN ACCORDANCE WITH SOUTH FLORIDA WATER MANAGEMENT DISTRICT STANDARDS.

1. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING APPLICABLE TESTING WITH THE SOILS ENGINEER. TESTS WILL BE REQUIRED PURSUANT WITH THE SOILS REPORT. UPON COMPLETION OF WORK THE SOILS ENGINEER WILL SUBMIT CERTIFICATIONS TO THE OWNER AND OWNER'S ENGINEER STATING THAT ALL REQUIREMENTS HAVE BEEN MET.

2. A QUALIFIED TESTING LABORATORY SHALL PERFORM ALL TESTING NECESSARY TO ASSURE COMPLIANCE OF THE IN-PLACE MATERIALS AS REQUIRED BY THESE PLANS AND GEOTECHNICAL REPORT, THE VARIOUS AGENCIES AND PERMIT CONDITIONS. SHOULD ANY RETESTING BE REQUIRED DUE TO THE FAILURE OF ANY TESTS TO MEET THESE REQUIREMENTS, THE CONTRACTOR WILL BEAR ALL COSTS OF SAID RETESTING.

1. THE STORM DRAINAGE PIPING SYSTEM SHALL BE SUBJECT TO A VISUAL INSPECTION BY THE OWNER'S ENGINEER PRIOR TO THE PLACEMENT OF BACKFILL. CONTRACTOR TO NOTIFY THE ENGINEER 2 FULL BUSINESS DAYS IN ADVANCE TO SCHEDULE INSPECTION.

2. THE CONTRACTOR SHALL MAINTAIN AND PROTECT FROM MUD, DIRT, DEBRIS, ETC. THE STORM DRAINAGE SYSTEM UNTIL FINAL ACCEPTANCE OF THE PROJECT. THE STORM SYSTEM WILL BE REINSPECTED BY THE OWNER'S ENGINEER PRIOR TO APPROVAL FOR CERTIFICATE OF OCCUPANCY PURPOSES. THE CONTRACTOR MAY BE REQUIRED TO RECLEAN PIPES AND INLETS AT THE CONTRACTORS EXPENSE AND PRIOR TO FINAL ACCEPTANCE.

1. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN COUNTY'S RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL OR COUNTY SPECIFICATIONS AND STANDARDS (LATEST EDITION) OR FDOT SPECIFICATIONS AND STANDARDS (LATEST EDITION) IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS.

2. ALL UNPAVED AREAS IN EXISTING RIGHTS-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED.

3. TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.

4. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.

5. ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE SODDED UNLESS INDICATED OTHERWISE ON THE LANDSCAPE PLAN.

6. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.

7. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW CUT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.

8. WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.

9. THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.

10. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE DESIGN ENGINEER PRIOR TO ANY EXCAVATION.

11. STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED. IN SOME CASES TOPSOIL MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCAPED AREAS BUT ONLY AS DIRECTED BY THE OWNER.

12. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO FDOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.

13. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SODDED OR SEEDED AS SPECIFIED IN THE PLANS, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE SODDED OR SEEDED AND MULCHED AS SHOWN ON THE LANDSCAPING PLAN.

14. ALL CUT OR FILL SLOPES SHALL BE 4 (HORIZONTAL) :1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.

16. THE CONTRACTOR SHALL TAKE ALL REQUIRED MEASURES TO CONTROL TURBIDITY, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST BE MAINTAINED IN EFFECTIVE CONDITION AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THEREAFTER, THE CONTRACTOR MUST REMOVE THE BARRIERS. AT NO TIME SHALL THERE BE ANY OFF-SITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS IN CHAPTER 17-302, FLORIDA ADMINISTRATIVE CODE.

17. SOD, WHERE CALLED FOR, MUST BE INSTALLED AND MAINTAINED ON EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETING FINAL GRADING, AND AT ANY OTHER TIME AS NECESSARY, TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.

18. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE ENVIRONMENTAL RESOURCE PERMIT COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY WATER MANAGEMENT DISTRICT REPRESENTATIVES.

19. THE CONTRACTOR SHALL ENSURE THAT ISLAND PLANTING AREAS AND OTHER PLANTING AREAS ARE NOT COMPACTED AND DO NOT CONTAIN ROAD BASE MATERIALS. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY DISPOSED OF IN A LEGAL MANNER.

20. THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORM WATER PIPING PER MANUFACTURER'S RECOMMENDATIONS.

1. CONTRACTOR SHALL SUBMIT DEMOLITION SCHEDULE TO OWNER PRIOR TO PROCEEDING WITH DEMOLITION ACTIVITIES.

2. EXTENT OF SITE CLEARING IS SHOWN ON DRAWINGS.

3. CONTRACTOR SHALL CONDUCT SITE DEMOLITION OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, AND OTHER ADJACENT OCCUPIED OR USED FACILITIES. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS OR OTHER OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM AUTHORITIES HAVING JURISDICTION.

4. CONTRACTOR SHALL PROVIDE PROTECTION NECESSARY TO PREVENT DAMAGE TO EXISTING IMPROVEMENTS INDICATED ON PLAN "EXISTING TO REMAIN".

5. CONTRACTOR SHALL RESTORE DAMAGED IMPROVEMENTS TO THEIR ORIGINAL CONDITION, AS ACCEPTABLE TO PARTIES HAVING JURISDICTION.

6. CONTRACTOR SHALL REMOVE WASTE MATERIALS AND UNSUITABLE AND EXCESS TOPSOIL FROM PROPERTY AND DISPOSE OF OFF-SITE IN A LEGAL MANNER.

7. CONTRACTOR SHALL DEMOLISH AND COMPLETELY REMOVE FROM SITE MATERIAL INDICATED ON PLAN OR NOTES "TO BE REMOVED".

8. CONTRACTOR SHALL PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES FROM DAMAGE CAUSED BY SETTLEMENT, LATERAL MOVEMENT, UNDERMINING, WASHOUT AND OTHER HAZARDS CREATED BY THE DEMOLITION OPERATION

9. ALL MATERIAL REMOVED FROM THIS SITE BY THE CONTRACTOR SHALL BE DISPOSED OF BY THE CONTRACTOR IN A LEGAL MANNER.

10. REFER TO THE TOPOGRAPHIC SURVEY FOR ADDITIONAL DETAILS OF EXISTING STRUCTURES, ETC., LOCATED WITHIN THE PROJECT SITE. UNLESS OTHERWISE NOTED, ALL EXISTING BUILDINGS, STRUCTURES, SLABS, CONCRETE, ASPHALT, DEBRIS PILES, SIGNS, AND ALL APPURTENANCES ARE TO BE REMOVED FROM THE SITE BY THE CONTRACTOR AND PROPERLY DISPOSED OF IN A LEGAL MANNER AS PART OF THIS CONTRACT. SOME ITEMS TO BE REMOVED MAY NOT BE DEPICTED ON THE TOPOGRAPHIC SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND DETERMINE THE FULL EXTENT OF ITEMS TO BE REMOVED. IF ANY ITEMS ARE IN QUESTION, THE CONTRACTOR SHALL CONTACT THE OWNER PRIOR TO REMOVAL OF SAID ITEMS.

11. THE CONTRACTOR SHALL REFER TO THE DEMOLITION PLAN FOR DEMOLITION/PRESERVATION OF EXISTING TREES. ALL TREES NOT SPECIFICALLY SHOWN TO BE PRESERVED OR RELOCATED SHALL BE REMOVED AS A PART OF THIS CONTRACT. TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO ANY DEMOLITION.

KMA

BY:	DATE:	COMMENT:

PROJECT:
SUNRISE LAKES
CITY OF FORT PIERCE,
FLORIDA

CLIENT:
INTEGRITY 1ST
CONSTRUCTION GROUP

BLAINE BERGSTRESSER, P.E.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

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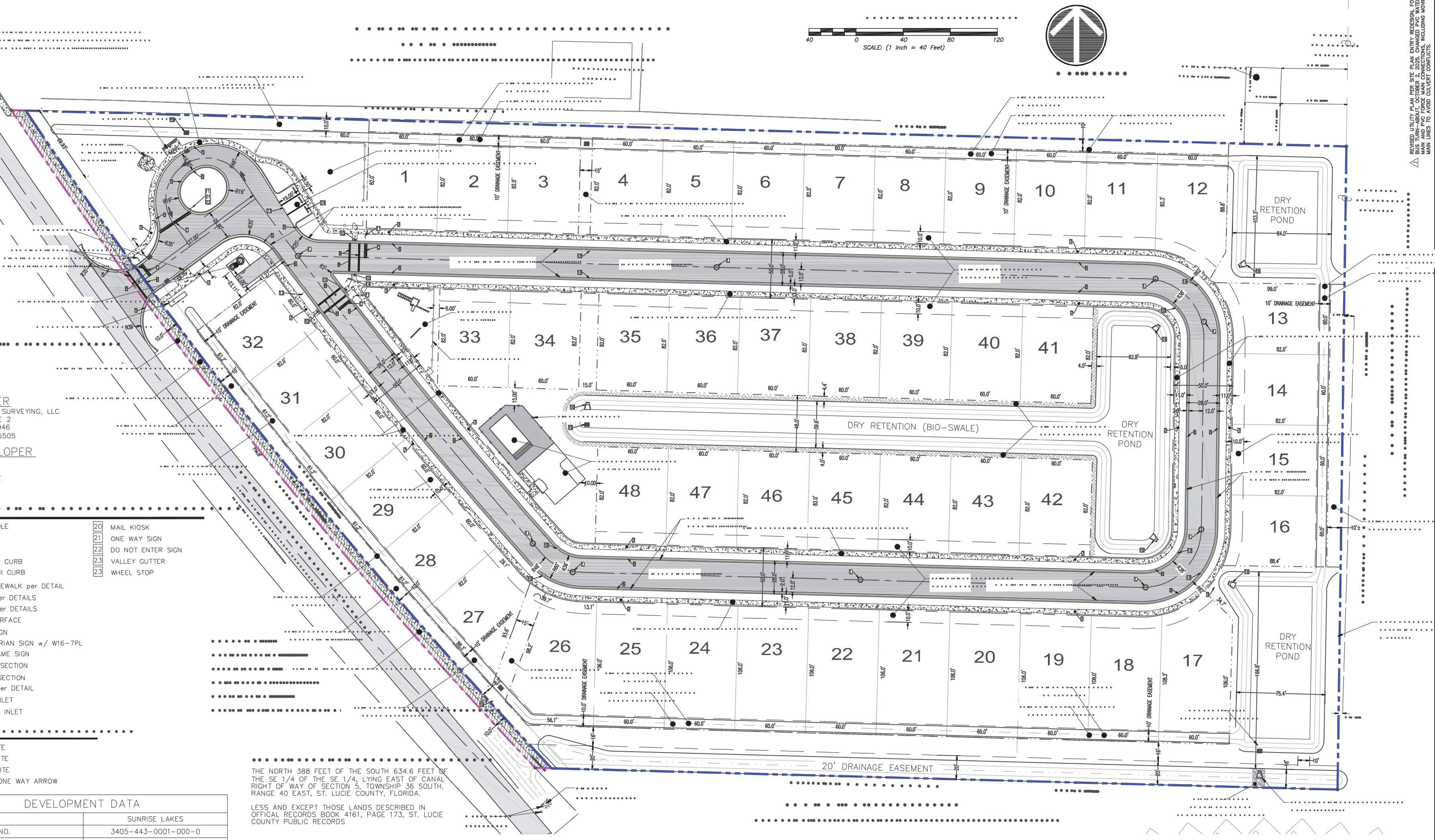

REVISED UTILITY PLAN PER SITE PLAN ENTRY REDESIGN, FOR BUS TURN-ABOUT, OCTOBER 2, 2025. CHANGED PVC WATER MAIN AND PVC FORCE MAIN CONNECTIONS, INCLUDING MOVING MAIN LINES TO AVOID CULVERT CONFLICTS.

BY:	DATE:	COMMENT:
SCB	10/2/25	PLAN REVISIONS PER SITE PLAN REVISIONS

INTEGRITY 1ST
CONSTRUCTION GROUP

BLAINE BERGSTRESSER, P.E.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

CIVIL ENGINEER
KMA ENGINEERING & SURVEYING, LLC
3001 INDUSTRIAL AVE 2
FORT PIERCE, FL 34946
PHONE: (772) 569-5505

OWNER/DEVELOPER
DT VENTURES 1, LLC.
PO BOX 92280
ROCHESTER,NY 14692

1	SEWER MANHOLE
2	LIFT STATION
3	FIRE HYDRANT
5	FDOT TYPE 'F' CURB
6	MODIFIED MIAMI CURB
7	CONCRETE SIDEWALK per DETAIL
8	CROSSWALK per DETAILS
9	CURB RAMP per DETAILS
10	2' TACTILE SURFACE
11	R1-1 STOP SIGN
12	W11-2 PEDISTRIAN SIGN w/ W16-7PL
14	D3 STREET NAME SIGN
15	MITERED END SECTION
16	FLARED END SECTION
17	YARD DRAIN per DETAIL
18	MIAMI CURB INLET
19	DITCH BOTTOM INLET
20	MAIL KIOSK
21	ONE WAY SIGN
22	DO NOT ENTER SIGN
23	VALLEY GUTTER
23	WHEEL STOP

A	6" SOLID WHITE
B	12" SOLID WHITE
C	24" SOLID WHITE
D	SOLID WHITE ONE WAY ARROW

THE NORTH 388 FEET OF THE SOUTH 634.6 FEET OF THE SE 1/4 OF THE SE 1/4, LYING EAST OF CANAL RIGHT OF WAY OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT THOSE LANDS DESCRIBED IN OFFICAL RECORDS BOOK 4161, PAGE 173, ST. LUCIE COUNTY PUBLIC RECORDS

DEVELOPMENT DATA

PROJECT NAME	SUNRISE LAKES
TAX PARCEL ID NO.	3405-443-0001-000-0
EXISTING FUTURE LAND USE	RESIDENTIAL LOW DENSITY (RL)
PROPOSED FUTURE LAND USE	RESIDENTIAL LOW DENSITY (RL)
EXISTING ZONING	R-1
PROPOSED ZONING	PLANNED DEVELOPMENT ZONE (PD)
PROJECT USE	SINGLE-FAMILY RESIDENTIAL
MAXIMUM ALLOWABLE DENSITY	RL - 6.5 DU/AC
PROPOSED DENSITY (48 UNITS)	PD - 4.16 DU/AC

OPEN SPACE CALCUALTION

TOTAL AREA OF SUBJECT PARCEL	502,682 SF	11.54 AC	100.00%
REQUIRED OPEN SPACE AREA	100,536 SF	2.31 AC	20.00%
AREA OF WETLAND BUFFER	0 SF	0.00 AC	0.00%
AREA OF RETENTION PONDS*	30,161 SF (max)	0.69 AC	6.00%
AREA OF GREEN SPACE	83,323 SF	1.91 AC	16.58%
PROVIDED OPEN SPACE AREA	113,484 SF	2.61 AC	22.58%

*PER SECTION 125-212(b)(3)...stormwater detention and retention facilities providing that no more than 30 percent of the overall open space requirement shall be satisfied in this manner

LAND USE BREAKDOWN

TOTAL AREA OF SUBJECT PARCEL	502,682 SF	11.54 AC	100.00%
AREA OF ONSITE WETLAND	0 SF	0.00 AC	0.00%
AREA OF WETLAND BUFFER	0 SF	0.00 AC	0.00%
TOTAL DEVELOPMENT AREA	502,682 SF	11.54 AC	100.00%

TOTAL DEVELOPMENT AREA	502,682 SF	11.54 AC	100.00%
AREA OF PROPOSED BUILDINGS	4,183 SF	0.10 AC	0.83%
AREA OF PROPOSED ROW IMPERVIOUS	77,523 SF	1.78 AC	15.42%
AREA OF PROPOSED LOT IMPERVIOUS	101,865 SF	2.34 AC	20.26%
AREA OF PROPOSED RETENTION BASE	30,161 SF	0.69 AC	6.00%
TOTAL PROPOSED IMPERVIOUS AREA	213,732 SF	4.91 AC	42.52%
AREA OF PROPOSED LOT PERVIOUS	152,798 SF	3.51 AC	30.40%
AREA OF PROPOSED RETENTION BANK	9,027 SF	0.21 AC	1.80%
AREA OF PROPOSED GREEN SPACE	102,323 SF	2.35 AC	20.36%
TOTAL PROPOSED PERVIOUS AREA	264,148 SF	6.06 AC	52.55%

ZONING	PD
MIN. LOT SIZE	4,920 SF
MIN. LOT WIDTH	60'
MIN. LOT DEPTH	82'
MIN. ROAD FRONTAGE	25'
MAX. LOT COVERAGE	40%
BUILDING HEIGHT (1 STORY)	28'
MAX. GROSS DENSITY (DU/AC.)	6.5 DU/AC. (4.16 DU/AC. PROPOSED)
MIN. SETBACKS	
FRONT	15'
SIDE (INTERIOR)	5'
SIDE (CORNER)	5'
GARAGE	20'
REAR	15'

NOTES
1. AIR CONDITIONER UNITS WILL HAVE A 5' SIDE SETBACK.

FLOOD ZONE
PROPERTY LIES WITHIN FLOOD ZONE "X" (EFFECTIVE 2/19/2020) ACCORDING TO THE F.I.R.M. MAP NO. 12111C0189K.

▬	DENOTES PROPERTY BOUNDARY
— - - —	DENOTES RIGHT-OF-WAY
— - —	DENOTES CENTERLINE
— — —	DENOTES EASEMENT
- — —	DENOTES FENCE LINE
▭	DENOTES DRAINAGE PIPE
⟶	DENOTES RUNOFF OVERLAND FLOW
20.5 20.0	DENOTES PROPOSED ELEVATIONS
x 22.0	DENOTES EXISTING GRADES
	DENOTES DRAINAGE STRUCTURE refer to table this sheet
▨	DENOTES ASPHALT PAVEMENT
⁘	DENOTES CONCRETE PAVEMENT
▨	DENOTES RIGHT-OF-WAY DEDICATION
◎	DENOTES SEWER MANHOLE
○	DENOTES FIRE HYDRANT
⋈	DENOTES GATE VALVE
☼	DENOTES LIGHT POLE
⊥	DENOTES STREET SIGN
▥	DENOTES DITCH BOTTOM INLET
◎	DENOTES JUNCTION BOX
⊙	DENOTES YARD DRAIN
◎	DENOTES DRAINAGE STRUCTURE
⬭	DENOTES MITERED/FLARED END SECTION

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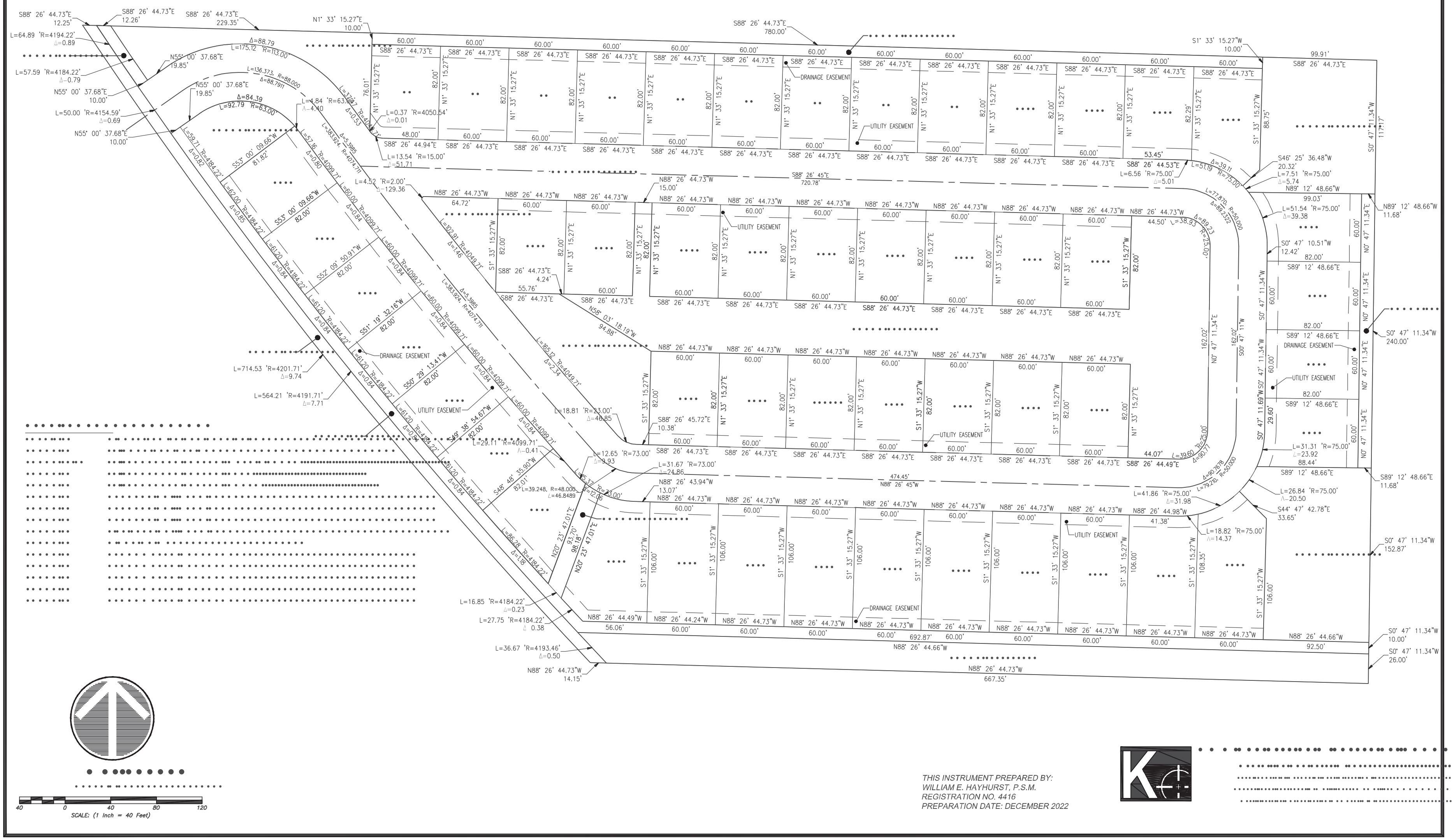
PLAT BOOK ______

PAGE ______

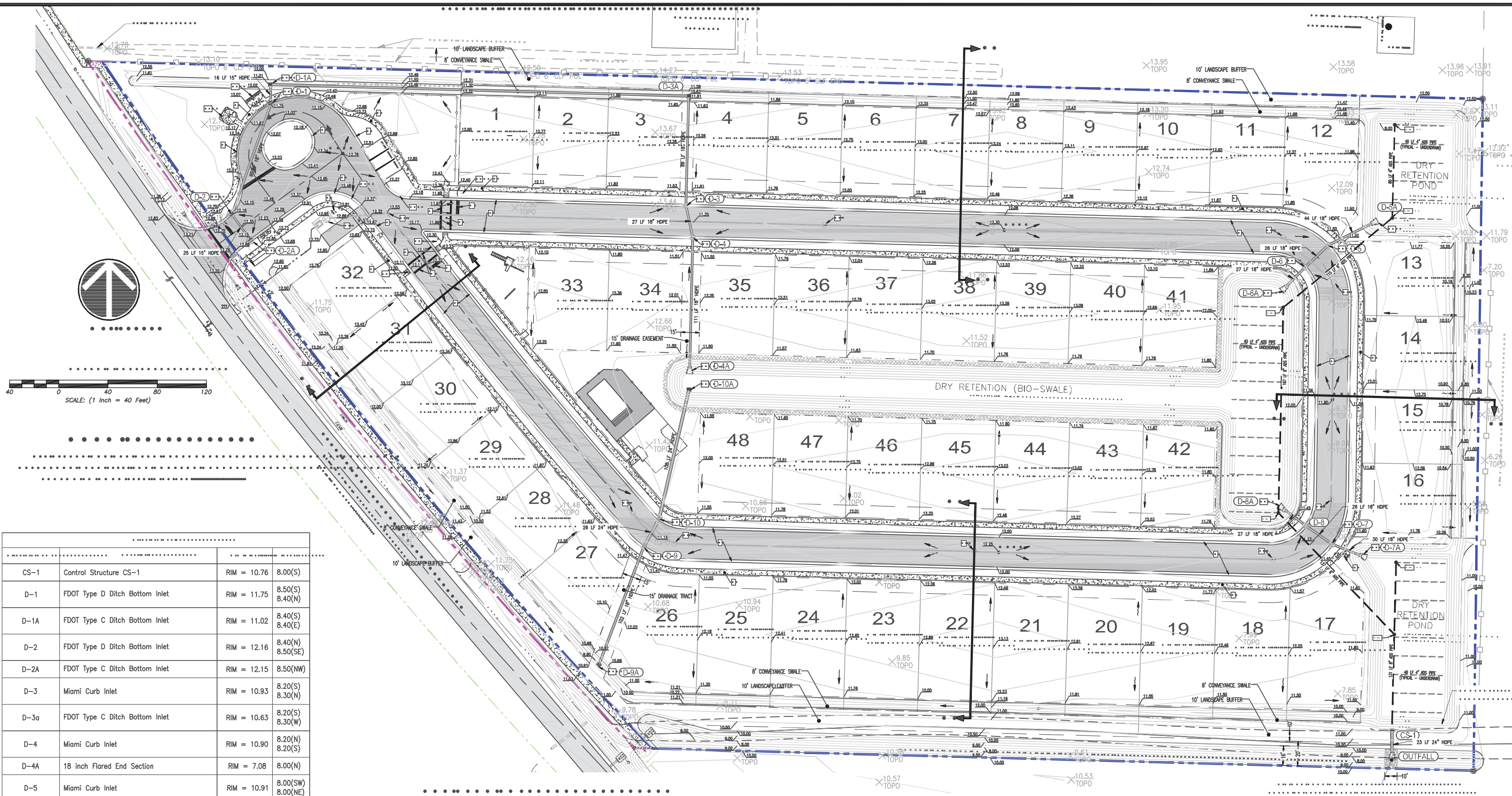
DOCKET NO. ______

THE NORTH 388 FEET OF THE SOUTH 634.6 FEET OF THE SE 1/4 OF THE SE 1/4, LYING EAST OF CANAL RIGHT OF WAY OF SECTION 5, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPT THOSE LANDS DESCRIBED IN OFFICAL RECORDS BOOK 4161, PAGE 173, ST. LUCIE COUNTY PUBLIC RECORDS


DRAINAGE EASEMENT
UTILITY EASEMENT
S88° 26' 44.73"E 780.00'
S88° 26' 45"E 720.78'
N88° 26' 45"W 474.45'
N88° 26' 44.66"W 692.87'
N88° 26' 44.73"W 667.35'
S0° 47' 11.34"W 240.00'
40 0 40 80 120
SCALE: (1 Inch = 40 Feet)

THIS INSTRUMENT PREPARED BY:
WILLIAM E. HAYHURST, P.S.M.
REGISTRATION NO. 4416
PREPARATION DATE: DECEMBER 2022



DRY RETENTION (BIO-SWALE)
DRY RETENTION POND
DRY RETENTION POND
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45
46
47
48
10' LANDSCAPE BUFFER
8' CONVEYANCE SWALE
15' DRAINAGE EASEMENT
15' DRAINAGE TRACT
27 LF 18" HDPE
28 LF 18" HDPE
44 LF 18" HDPE
30 LF 18" HDPE
28 LF 24" HDPE
23 LF 24" HDPE
25 LF 15" HDPE
16 LF 15" HDPE
CS-1
OUTFALL
D-1
D-1A
D-2
D-2A
D-3
D-3A
D-4
D-4A
D-5
D-5A
D-6
D-6A
D-7
D-7A
D-8
D-8A
D-9
D-9A
D-10
D-10A
TOPO
0
40
80
120
40
SCALE: (1 Inch = 40 Feet)

CS−1	Control Structure CS−1	RIM = 10.76	8.00(S)
D−1	FDOT Type D Ditch Bottom Inlet	RIM = 11.75	8.50(S) 8.40(N)
D−1A	FDOT Type C Ditch Bottom Inlet	RIM = 11.02	8.40(S) 8.40(E)
D−2	FDOT Type D Ditch Bottom Inlet	RIM = 12.16	8.40(N) 8.50(SE)
D−2A	FDOT Type C Ditch Bottom Inlet	RIM = 12.15	8.50(NW)
D−3	Miami Curb Inlet	RIM = 10.93	8.20(S) 8.30(N)
D−3a	FDOT Type C Ditch Bottom Inlet	RIM = 10.63	8.20(S) 8.30(W)
D−4	Miami Curb Inlet	RIM = 10.90	8.20(N) 8.20(S)
D−4A	18 inch Flared End Section	RIM = 7.08	8.00(N)
D−5	Miami Curb Inlet	RIM = 10.91	8.00(SW) 8.00(NE)
D−5A	18 inch Flared End Section	RIM = 7.08	8.00(SW)
D−6	Miami Curb Inlet	RIM = 10.89	8.00(SW) 8.00(NE)
D−6A	18 inch Flared End Section	RIM = 7.23	8.00(NE)
D−7	Miami Curb Inlet	RIM = 11.01	8.00(NW) 8.00(E)
D−7A	18 inch Flared End Section	RIM = 9.65	8.00(W)
D−8	Miami Curb Inlet	RIM = 10.99	8.00(NW) 8.00(SE)
D−8A	18 inch Flared End Section	RIM = 9.65	8.00(SE)
D−9	Miami Curb Inlet	RIM = 10.91	6.90(NE) 6.90(S)
D−9A	FDOT Type C Ditch Bottom Inlet	RIM = 9.85	7.00(N)
D−10	Miami Curb Inlet	RIM = 10.90	6.90(SW) 6.90(N)
D−10A	FDOT Type C Ditch Bottom Inlet	RIM = 8.00	5.50(S)
OUTFALL	24 inch Flared End Section	RIM = 10.16	8.00(N)

1	SEWER MANHOLE
2	LIFT STATION
3	FIRE HYDRANT
5	FDOT TYPE 'F' CURB
6	MODIFIED MIAMI CURB
7	CONCRETE SIDEWALK per DETAIL
8	CROSSWALK per DETAILS
9	CURB RAMP per DETAILS
10	2' TACTILE SURFACE
11	R1−1 STOP SIGN
12	W11−2 PEDISTRIAN SIGN w/ W16−7PL
14	D3 STREET NAME SIGN
15	MITERED END SECTION
16	FLARED END SECTION
17	YARD DRAIN per DETAIL
18	MIAMI CURB INLET
19	DITCH BOTTOM INLET
20	TYPE 9 INLET
21	CURB TRANSITION
22	GAZEBO (SEE ARCHITECTURAL PLAN)
23	MAIL KIOSK (PER SHOP DRAWING)

A	6" SOLID WHITE
B	12" SOLID WHITE
C	24" SOLID WHITE

DENOTES PROPERTY BOUNDARY
DENOTES RIGHT−OF−WAY
DENOTES CENTERLINE
DENOTES EASEMENT
DENOTES FENCE LINE
DENOTES DRAINAGE PIPE
DENOTES SEWER MANHOLE
DENOTES FIRE HYDRANT
DENOTES GATE VALVE
DENOTES LIGHT POLE
DENOTES STREET SIGN
DENOTES RUNOFF OVERLAND FLOW
20.5 / 20.0 DENOTES PROPOSED ELEVATIONS
x 22.0 DENOTES EXISTING GRADES
DENOTES DITCH BOTTOM INLET
DENOTES JUNCTION BOX
DENOTES YARD DRAIN
DENOTES DRAINAGE STRUCTURE
DENOTES MITERED/FLARED END SECTION
DENOTES ASPHALT PAVEMENT
DENOTES CONCRETE PAVEMENT
DENOTES RIGHT−OF−WAY DEDICATION

△2 REVISED UTILITY PLAN PER SITE PLAN ENTRY REDESIGN, FOR BUS TURN−ABOUT, OCTOBER 2, 2025. CHANGED PVC WATER MAIN AND PVC FORCE MAIN CONNECTIONS, INCLUDING MOVING MAIN LINES TO AVOID CULVERT CONFLICTS.

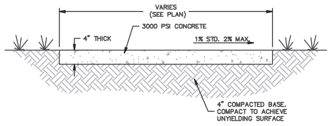
BY:	DATE:	COMMENT:
SCB	10/2/25	PLAN REVISIONS PER SITE PLAN REVISIONS

INTEGRITY 1ST
CONSTRUCTION GROUP

BLAINE BERGSTRESSER, P.E.

KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG

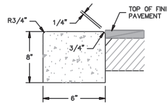
Printed on Tuesday, November 18, 2025, 8:36 AM by KMA−4


VARIES
(SEE PLAN)
3000 PSI CONCRETE
4" THICK
1% STD. 2% MAX.
4" COMPACTED BASE.
COMPACT TO ACHIEVE
UNYIELDING SURFACE

NOTE
SEE SITE PLAN FOR SPECIFIC SIDEWALK LOCATIONS.

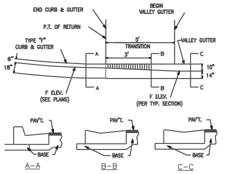
SIDEWALK CONSTRUCTION SHALL BE PER FDOT DESIGN STANDARDS INDEX 522-001. DETECTABLE WARNINGS AND CURB RAMPS SHALL BE PER INDEX 522-002.

N.T.S.

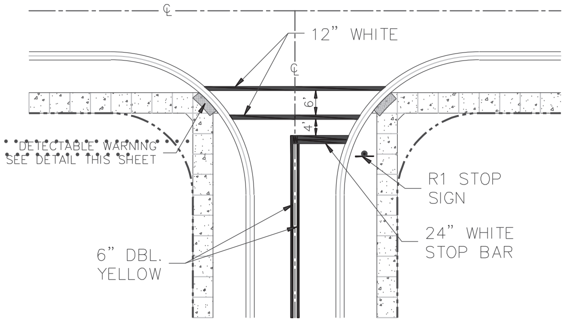

R3/4"
1/4"
TOP OF FINISHED
PAVEMENT
3/4"
8"
6"

ALL CONCRETE SHALL BE 3,000 PSI

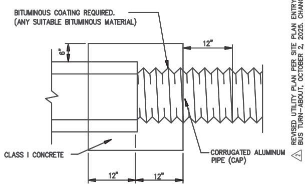
N.T.S.


END CURB & GUTTER
BEGIN
VALLEY GUTTER
P.T. OF RETURN
TYPE "F"
CURB & GUTTER
5'
TRANSITION
3'
VALLEY GUTTER
6"
18"
A
B
C
10"
14"
F ELEV.
(SEE PLANS)
F ELEV.
(PER TYP. SECTION)
PAV'T.
BASE
A-A
B-B
C-C

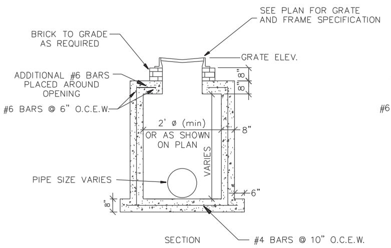
N.T.S.


℄
12" WHITE
℄
6'
4'
DETECTABLE WARNING
SEE DETAIL THIS SHEET
R1 STOP
SIGN
24" WHITE
STOP BAR
6" DBL.
YELLOW

N.T.S.


BITUMINOUS COATING REQUIRED.
(ANY SUITABLE BITUMINOUS MATERIAL)
6"
12"
CLASS I CONCRETE
CORRUGATED ALUMINUM
PIPE (CAP)
12"
12"

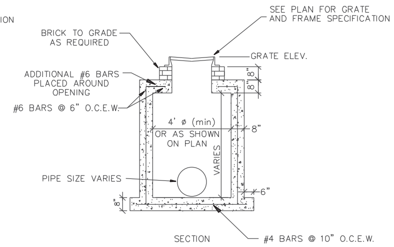
N.T.S.


SEE PLAN FOR GRATE
AND FRAME SPECIFICATION
BRICK TO GRADE
AS REQUIRED
GRATE ELEV.
ADDITIONAL #6 BARS
PLACED AROUND
OPENING
8"
#6 BARS @ 6" O.C.E.W.
2' ø (min)
OR AS SHOWN
ON PLAN
8"
VARIES
PIPE SIZE VARIES
6"
8"
SECTION
#4 BARS @ 10" O.C.E.W.

NOTE:

1. TYPE II CEMENT 4000 P.S.I.

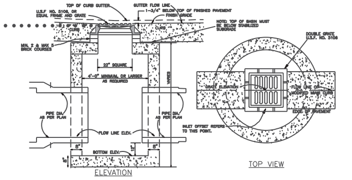
2. WALL REINFORCEMENT A.S.T.M. DESIGNATION A185-64 OR EQUAL TO A.S.T.M. C-478.


SEE PLAN FOR GRATE
AND FRAME SPECIFICATION
BRICK TO GRADE
AS REQUIRED
GRATE ELEV.
ADDITIONAL #6 BARS
PLACED AROUND
OPENING
8"
#6 BARS @ 6" O.C.E.W.
4' ø (min)
OR AS SHOWN
ON PLAN
8"
VARIES
PIPE SIZE VARIES
6"
8"
SECTION
#4 BARS @ 10" O.C.E.W.

NOTE:

1. TYPE II CEMENT 4000 P.S.I.

2. WALL REINFORCEMENT A.S.T.M. DESIGNATION A185-64 OR EQUAL TO A.S.T.M. C-478.


TOP OF CURB GUTTER
GUTTER FLOW LINE
U.S.F NO. 5108, OR
EQUAL FRAME AND GRATE
1-3/4" BELOW TOP OF FINISHED PAVEMENT
FINISH GRADE
CURB
CURB
NOTE: TOP OF BASIN MUST
BE BELOW STABILIZED
SUBGRADE
MIN. 2 & MAX 5
BRICK COURSES
22" SQUARE
4'-0" MINIMUM, OR LARGER
AS REQUIRED
VARIES
PIPE DIA.
AS PER PLAN
PIPE DIA.
AS PER PLAN
FLOW LINE ELEV.
8"
8"
12"
BOTTOM ELEV.
8"
ELEVATION
DOUBLE GRATE
U.S.F. NO. 5108
GRATE ELEVATION
FLOW LINE OF
MODIFIED MIAMI CURB
EDGE OF PAVEMENT
INLET OFFSET REFERS
TO THIS POINT.
TOP VIEW

NOTE:
1. FOR JUNCTION BOX USE STANDARD STRUCTURE BOTTOM AND TOP SLAB "TYPE P" OR "TYPE J", IN ACCORDANCE WITH F.D.O.T. STANDARD INDEX No. 200.

N.T.S.

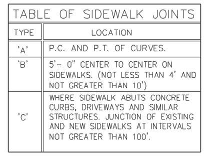


TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
'A'	P.C. AND P.T. OF CURVES.
'B'	5'- 0" CENTER TO CENTER ON SIDEWALKS. (NOT LESS THAN 4' AND NOT GREATER THAN 10')
'C'	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS AND SIMILAR STRUCTURES. JUNCTION OF EXISTING AND NEW SIDEWALKS AT INTERVALS NOT GREATER THAN 100'.

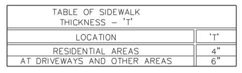
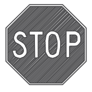


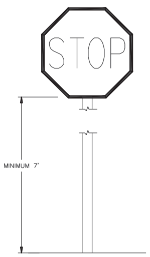
TABLE OF SIDEWALK THICKNESS – 'T'	
LOCATION	'T'
RESIDENTIAL AREAS	4"
AT DRIVEWAYS AND OTHER AREAS	6"

NOTE: CONCRETE TO BE 3,000 P.S.I. AT 28 DAYS



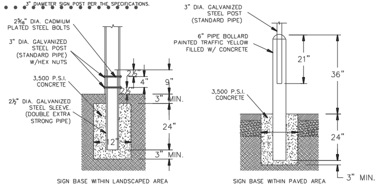
RI-1
30" X 30"

N.T.S.

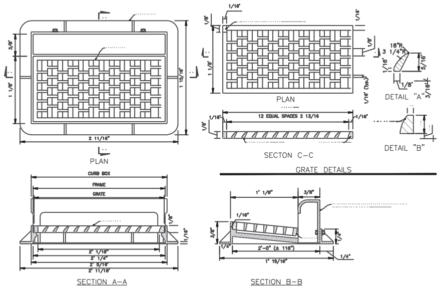

STOP
MINIMUM 7'

N.T.S.

NOTE:
SIGNS INSTALLED WITHIN SIDEWALKS SHALL BE SET DIRECTLY IN THE CONCRETE AND SHALL UTILIZE A 3" DIAMETER SIGN POST PER THE SPECIFICATIONS.

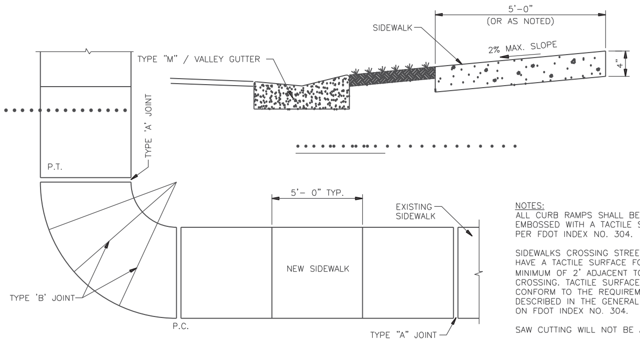

2⁵⁄₁₆" DIA. CADMIUM
PLATED STEEL BOLTS
3" DIA. GALVANIZED
STEEL POST
(STANDARD PIPE)
W/HEX NUTS
3,500 P.S.I.
CONCRETE
2½" DIA. GALVANIZED
STEEL SLEEVE.
(DOUBLE EXTRA
STRONG PIPE)
2½"
4"
2½"
9"
3" MIN.
24"
12"
3" MIN.
SIGN BASE WITHIN LANDSCAPED AREA
3" DIA. GALVANIZED
STEEL POST
(STANDARD PIPE)
6" PIPE BOLLARD
PAINTED TRAFFIC YELLOW
FILLED W/ CONCRETE
21"
36"
3,500 P.S.I.
CONCRETE
24"
3" MIN.
SIGN BASE WITHIN PAVED AREA

N.T.S.


3/8"
1 1/8"
1 15/16"
2 11/16"
PLAN
CURB BOX
FRAME
GRATE
1/8"
1/16"
2' 1/16"
2' 1/4"
2' 5/16"
2' 11/16"
SECTION A–A
1/16"
1/8"
1 1/8"
1/16"
1/8"
1/16" (Typ.)
PLAN
18"R.
3 1/4"R.
1/16"
5/16"
1/8"
3/16"
DETAIL "A"
12 EQUAL SPACES 2 13/16
1/16"
1/16"
1/8"
SECTON C–C
DETAIL "B"
GRATE DETAILS
1' 1/8"
3/8"
1/16"
3/8"
1/4"
1/4"
2'-0" (± 116")
1' 15/16"
1/4"
SECTION B–B

NOTES:
1. WORK THIS INDEX WITH INDEX 425-001 AND INDEX 425-010.
2. ORIENT GRATE WITH VANES DIRECTED TOWARD PREDOMINANT FLOW.
3. PROVIDE MINIMUM 1-1/4" COVER FOR STEEL IN SLAB TOPS UNLESS OTHERWISE SHOWN. TOPS MAY BE EITHER CAST-IN-PLACE OR PRECAST CONCRETE.
4. PLACE TOP SLAB OPENINGS SUCH THAT 2 EDGES OF INLET FRAME WILL BE LOCATED DIRECTLY ABOVE BOTTOM WALL OR RISER WALL FOR ALTERNATE B APPLICATIONS..
5. WHEN USED ON A STRUCTURE WITH DIMENSIONS LARGER THAN THOSE DETAILED ON SHEET 3 AND RISERS ARE NOT APPLIED, CONSTRUCT THE TOP SLAB USING INDEX 425-010 WITH THE SLAB OPENING ADJUSTED TO 24"X36". THE "SPECIAL TOP SLAB" ON INDEX 425-010 IS NOT PERMITTED.
6. FRAME MAY BE ADJUSTED WITH ONE TO SIX COURSES OF BRICK.
7. VANED GRATES WITH APPROXIMATELY EQUAL OPENINGS THAT SATISFY AASHTO HL-93 LOADING ARE PERMITTED. PROVIDE REVERSIBLE (RIGHT OR LEFT) GRATES.

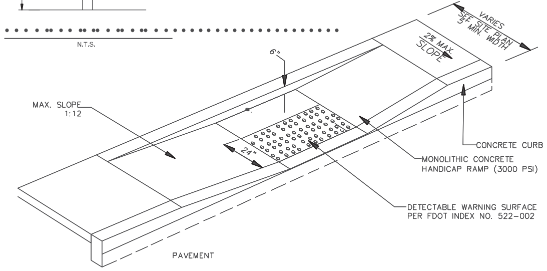
N.T.S.


SIDEWALK
5'-0"
(OR AS NOTED)
2% MAX. SLOPE
4"
TYPE "M" / VALLEY GUTTER
TYPE 'A' JOINT
P.T.
5'- 0" TYP.
EXISTING
SIDEWALK
NEW SIDEWALK
TYPE 'B' JOINT
P.C.
TYPE "A" JOINT

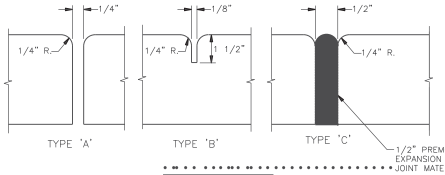
NOTES:
ALL CURB RAMPS SHALL BE EMBOSSED WITH A TACTILE SURFACE PER FDOT INDEX NO. 304.

SIDEWALKS CROSSING STREETS SHALL HAVE A TACTILE SURFACE FOR A MINIMUM OF 2' ADJACENT TO EACH CROSSING. TACTILE SURFACES SHALL CONFORM TO THE REQUIREMENTS DESCRIBED IN THE GENERAL NOTES ON FDOT INDEX NO. 304.

SAW CUTTING WILL NOT BE ACCEPTED.


VARIES
SEE SITE PLAN
5' MIN. WIDTH
2% MAX.
SLOPE
6"
MAX. SLOPE
1:12
24"
CONCRETE CURB
MONOLITHIC CONCRETE
HANDICAP RAMP (3000 PSI)
DETECTABLE WARNING SURFACE
PER FDOT INDEX NO. 522-002
PAVEMENT

N.T.S.


1/4"
1/4" R.
TYPE 'A'
1/8"
1/4" R.
1 1/2"
TYPE 'B'
1/2"
1/4" R.
TYPE 'C'
1/2" PREMOLDED
EXPANSION
JOINT MATERIAL

N.T.S.

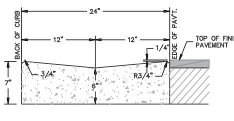
REVISED UTILITY PLAN PER SITE PLAN ENTRY REDESIGN, FOR BUS TURN-ABOUT, OCTOBER 2, 2025. CHANGED PVC WATER MAIN AND PVC FORCE MAIN CONNECTIONS, INCLUDING MOVING MAIN LINES TO AVOID CULVERT CONFLICTS.

BY:	DATE:	COMMENT:
SCB	10/2/25	PLAN REVISIONS PER SITE PLAN REVISIONS

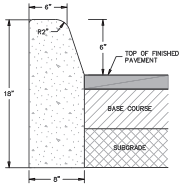
INTEGRITY 1ST
CONSTRUCTION GROUP

BLAINE BERGSTRESSER, P.E.

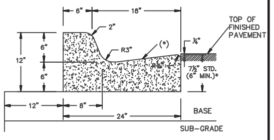
811
KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG


24"
12"
12"
BACK OF CURB
EDGE OF PAVT.
1/4"
TOP OF FINISHED PAVEMENT
3/4"
R3/4"
6"
7"

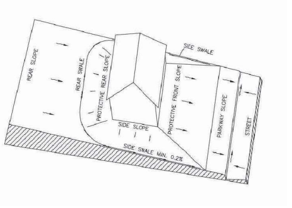
ALL CONCRETE SHALL BE 3,000 PSI


6"
R2"
6"
TOP OF FINISHED PAVEMENT
18"
BASE COURSE
SUBGRADE
8"

ALL CONCRETE SHALL BE 3,000 PSI


6"
18"
2"
R3"
(*)
¼"
TOP OF FINISHED PAVEMENT
12"
6"
6"
7½" STD. (6" MIN.)*
12"
8"
24"
BASE
SUB-GRADE

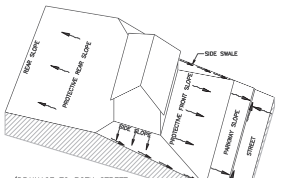
* WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6" UNLESS OTHERWISE SHOWN ON THE PLANS. ASPHALT SURFACE ON HIGH SIDE TO BE FLUSH WITH LIP OF CURB OR CURB & GUTTER.


REAR SLOPE
REAR SWALE
PROTECTIVE REAR SLOPE
SIDE SWALE
SIDE SLOPE
PROTECTIVE FRONT SLOPE
PARKWAY SLOPE
STREET
SIDE SWALE MIN. 0.2%

(DRAINAGE TO STREET)

NOTES

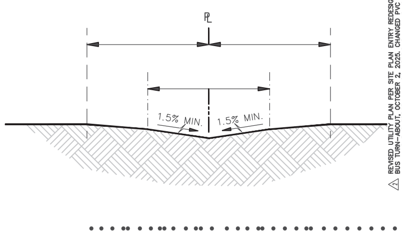
1. ALL SLOPES GREATER THAN 6:1 SHALL BE SODDED.
2. ROOF RUNOFF FROM SIDES AND REAR OF HOUSES SHALL BE DIRECTED TOWARD SIDE AND REAR YARD SWALES ACCORDINGLY.


REAR SLOPE
PROTECTIVE REAR SLOPE
SIDE SWALE
SIDE SLOPE
PROTECTIVE FRONT SLOPE
PARKWAY SLOPE
STREET

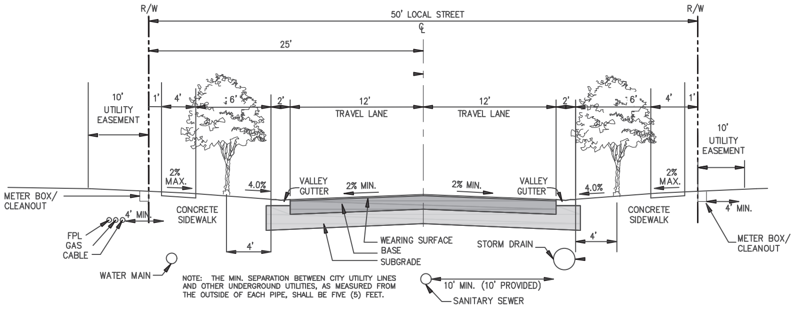
(DRAINAGE TO BOTH STREET AND REAR LOT LINE)

NOTES

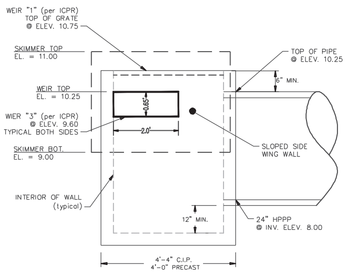
1. ALL SLOPES GREATER THAN 6:1 SHALL BE SODDED.
2. ROOF RUNOFF FROM SIDES AND REAR OF HOUSES SHALL BE DIRECTED TOWARD SIDE AND REAR YARD SWALES ACCORDINGLY.

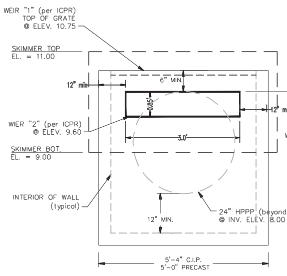

℄
1.5% MIN.
1.5% MIN.

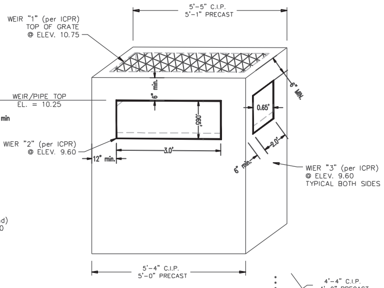
N.T.S.


R/W
50' LOCAL STREET
R/W
℄
25'
10' UTILITY EASEMENT
1'
4'
6'
2'
12'
TRAVEL LANE
12'
TRAVEL LANE
2'
6'
4'
1'
10' UTILITY EASEMENT
2% MAX.
4.0%
VALLEY GUTTER
2% MIN.
2% MIN.
VALLEY GUTTER
4.0%
2% MAX.
METER BOX/ CLEANOUT
4' MIN
CONCRETE SIDEWALK
4'
CONCRETE SIDEWALK
4'
4' MIN.
METER BOX/ CLEANOUT
FPL
GAS
CABLE
WEARING SURFACE
BASE
SUBGRADE
STORM DRAIN
WATER MAIN
10' MIN. (10' PROVIDED)
SANITARY SEWER

NOTE: THE MIN. SEPARATION BETWEEN CITY UTILITY LINES AND OTHER UNDERGROUND UTILITIES, AS MEASURED FROM THE OUTSIDE OF EACH PIPE, SHALL BE FIVE (5) FEET.


WEIR "1" (per ICPR) TOP OF GRATE @ ELEV. 10.75
SKIMMER TOP EL. = 11.00
WEIR TOP EL. = 10.25
WIER "3" (per ICPR) @ ELEV. 9.60 TYPICAL BOTH SIDES
SKIMMER BOT. EL. = 9.00
INTERIOR OF WALL (typical)
TOP OF PIPE @ ELEV. 10.25
6" MIN.
0.65'
2.0'
SLOPED SIDE WING WALL
12" MIN.
24" HPPP @ INV. ELEV. 8.00
4'-4" C.I.P.
4'-0" PRECAST


WEIR "1" (per ICPR) TOP OF GRATE @ ELEV. 10.75
SKIMMER TOP EL. = 11.00
12" min
6" MIN.
0.65'
12" min
3.0'
WIER "2" (per ICPR) @ ELEV. 9.60
SKIMMER BOT. EL. = 9.00
INTERIOR OF WALL (typical)
12" MIN.
24" HPPP (beyond) @ INV. ELEV. 8.00
5'-4" C.I.P.
5'-0" PRECAST


5'-5" C.I.P.
5'-1" PRECAST
WEIR "1" (per ICPR) TOP OF GRATE @ ELEV. 10.75
WEIR/PIPE TOP EL. = 10.25
6" min.
0.65'
6" MIN.
0.65'
WIER "2" (per ICPR) @ ELEV. 9.60
12" min.
3.0'
2.0'
6" min.
WIER "3" (per ICPR) @ ELEV. 9.60 TYPICAL BOTH SIDES
5'-4" C.I.P.
5'-0" PRECAST

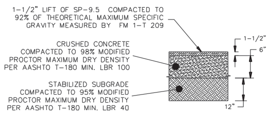
4'-4" C.I.P.
4'-0" PRECAST

CONTROL STRUCTURE NOTES:
1. CONTRACTOR TO REFER TO FDOT FY 2021-22 STANDARD PLANS INDEX 425-052 FOR REBAR SPACING AND SIZING.

NOTE:
CONTRACTOR TO REFER TO THE GEOTECHNICAL REPORT FOR SITE WORK SPECIFICATIONS.

CRUSHED CONCRETE SHALL BE FROM AN FDOT APPROVED PLANT.

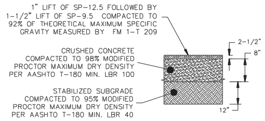
CRUSHED CONCRETE GRADATION SHALL BE AVAILABLE ON SITE AND SUBMITTED FOR THE AS-BUILT.



1-1/2" LIFT OF SP-9.5 COMPACTED TO 92% OF THEORETICAL MAXIMUM SPECIFIC GRAVITY MEASURED BY FM 1-T 209

CRUSHED CONCRETE COMPACTED TO 98% MODIFIED PROCTOR MAXIMUM DRY DENSITY PER AASHTO T-180 MIN. LBR 100

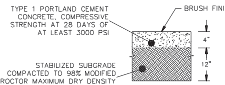
STABILIZED SUBGRADE COMPACTED TO 95% MODIFIED PROCTOR MAXIMUM DRY DENSITY PER AASHTO T-180 MIN. LBR 40



1" LIFT OF SP-12.5 FOLLOWED BY 1-1/2" LIFT OF SP-9.5 COMPACTED TO 92% OF THEORETICAL MAXIMUM SPECIFIC GRAVITY MEASURED BY FM 1-T 209

CRUSHED CONCRETE COMPACTED TO 98% MODIFIED PROCTOR MAXIMUM DRY DENSITY PER AASHTO T-180 MIN. LBR 100

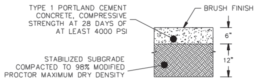
STABILIZED SUBGRADE COMPACTED TO 95% MODIFIED PROCTOR MAXIMUM DRY DENSITY PER AASHTO T-180 MIN. LBR 40


BRUSH FINISH
4"
12"

TYPE 1 PORTLAND CEMENT CONCRETE, COMPRESSIVE STRENGTH AT 28 DAYS OF AT LEAST 3000 PSI

STABILIZED SUBGRADE COMPACTED TO 98% MODIFIED PROCTOR MAXIMUM DRY DENSITY PER AASHTO T-180 MIN. LBR 40

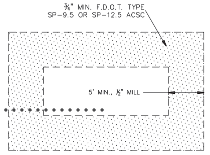
NOTE: SEE SIDEWALK DETAIL FOR ADDITIONAL INFORMATION REGARDING EXPANSION JOINTS AND REINFORCEMENT


BRUSH FINISH
6"
12"

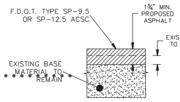
TYPE 1 PORTLAND CEMENT CONCRETE, COMPRESSIVE STRENGTH AT 28 DAYS OF AT LEAST 4000 PSI

STABILIZED SUBGRADE COMPACTED TO 98% MODIFIED PROCTOR MAXIMUM DRY DENSITY PER AASHTO T-180 MIN. LBR 40

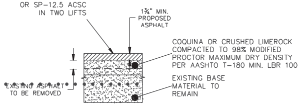
NOTE: SEE HEAVY CONCRETE PAVEMENT DETAILS DETAIL FOR ADDITIONAL INFORMATION REGARDING EXPANSION JOINTS AND REINFORCEMENT


¾" MIN. F.D.O.T. TYPE SP-9.5 OR SP-12.5 ACSC
5' MIN., ½" MILL

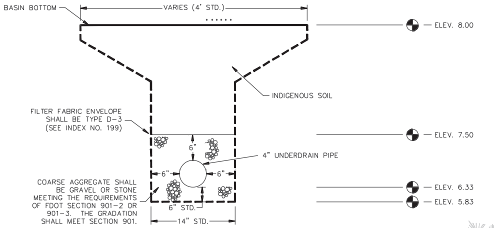
OPTION #1
MILL AND RESURFACE

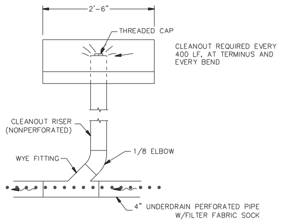

F.D.O.T. TYPE SP-9.5 OR SP-12.5 ACSC
1¾" MIN. PROPOSED ASPHALT
EXISTING ASPHALT TO BE REMOVED
EXISTING BASE MATERIAL TO REMAIN

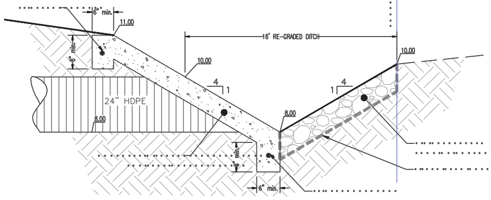
OPTION #2
PAVEMENT REMOVAL AND OVERLAY


F.D.O.T. TYPE SP-9.5 OR SP-12.5 ACSC IN TWO LIFTS
1¾" MIN. PROPOSED ASPHALT
COQUINA OR CRUSHED LIMEROCK COMPACTED TO 98% MODIFIED PROCTOR MAXIMUM DRY DENSITY PER AASHTO T-180 MIN. LBR 100
EXISTING BASE MATERIAL TO REMAIN
EXISTING ASPHALT TO BE REMOVED

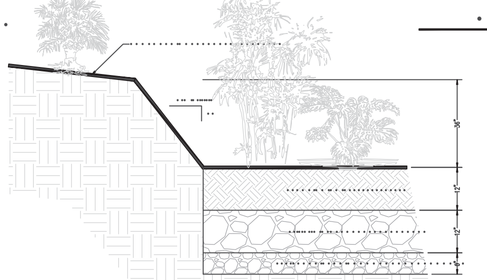
OPTION #3
PAVEMENT REMOVAL AND OVERLAY WITH ADDITIONAL BASE MATERIAL


BASIN BOTTOM
VARIES (4' STD.)
ELEV. 8.00
INDIGENOUS SOIL
FILTER FABRIC ENVELOPE SHALL BE TYPE D-3 (SEE INDEX NO. 199)
ELEV. 7.50
6"
4" UNDERDRAIN PIPE
6"
6"
COARSE AGGREGATE SHALL BE GRAVEL OR STONE MEETING THE REQUIREMENTS OF FDOT SECTION 901-2 OR 901-3. THE GRADATION SHALL MEET SECTION 901.
ELEV. 6.33
ELEV. 5.83
6" STD.
14" STD.


2'-6"
THREADED CAP
CLEANOUT REQUIRED EVERY 400 LF, AT TERMINUS AND EVERY BEND
CLEANOUT RISER (NONPERFORATED)
WYE FITTING
1/8 ELBOW
4" UNDERDRAIN PERFORATED PIPE W/FILTER FABRIC SOCK


6" min.
11.00
8" min.
16' RE-GRADED DITCH
10.00
10.00
4
1
4
1
24" HDPE
8.00
8.00
8" min.
6" min.

N.T.S.



INTEGRITY 1ST
CONSTRUCTION GROUP

BLAINE BERGSTRESSER, P.E.

811
KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG

REVISED UTILITY PLAN PER SITE PLAN ENTRY REDESIGN, FOR BUS TURN-ABOUT, OCTOBER 2, 2025. CHANGED PVC WATER MAIN AND PVC FORCE MAIN CONNECTIONS, INCLUDING MOVING MAIN LINES TO AVOID CULVERT CONFLICTS.

BY:	DATE:	COMMENT:
SCB	10/2/25	PLAN REVISIONS PER SITE PLAN REVISIONS

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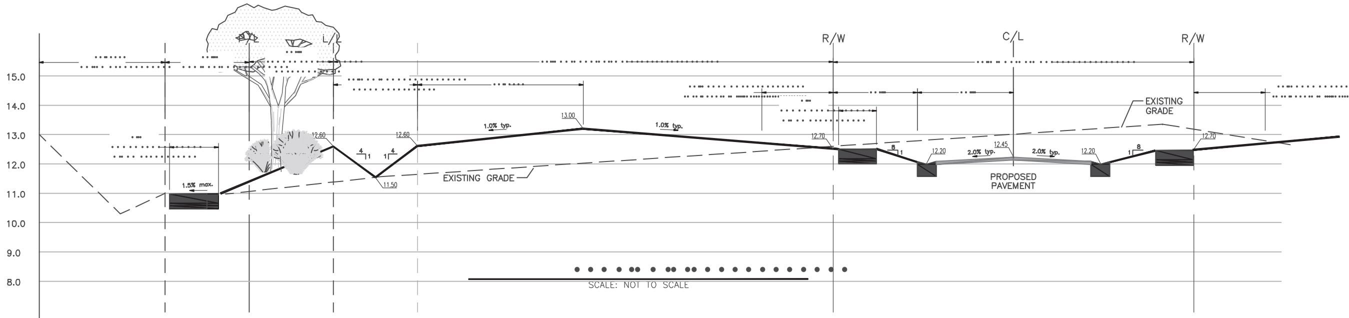
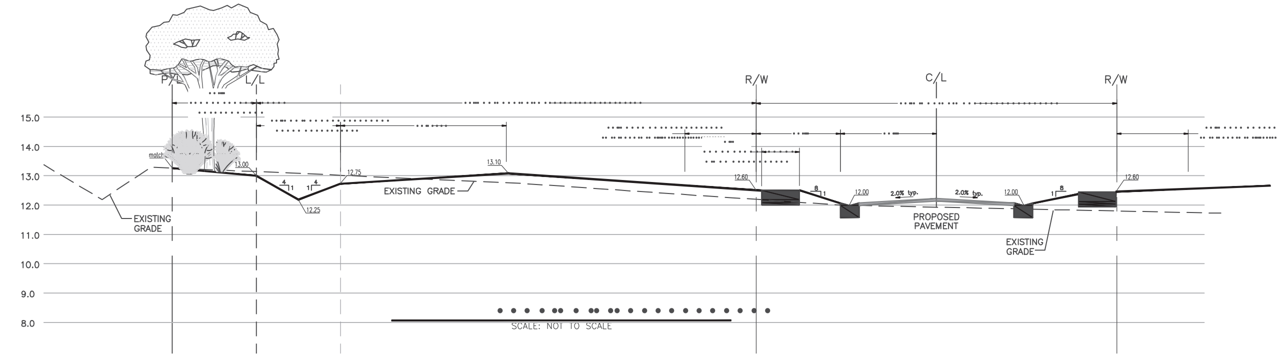
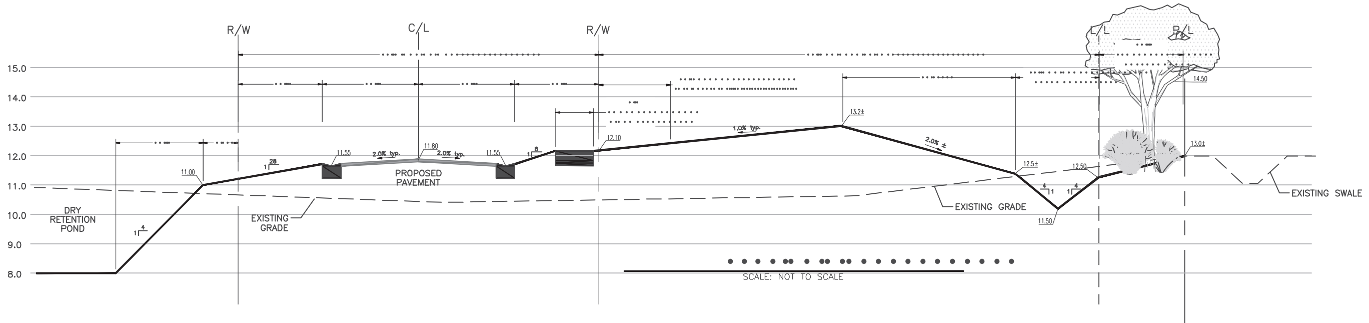
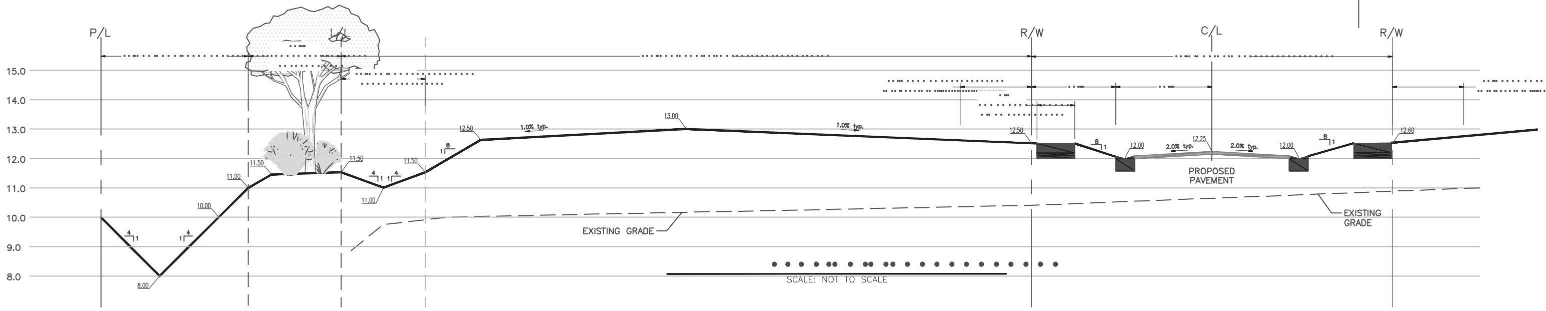

15.0
14.0
13.0
12.0
11.0
10.0
9.0
8.0
L/L
1.5% max.
12.60
4
1
11.50
12.60
1.0% typ.
13.00
1.0% typ.
EXISTING GRADE
R/W
12.70
8
1
C/L
12.20
2.0% typ.
12.45
2.0% typ.
12.20
PROPOSED PAVEMENT
R/W
12.70
EXISTING GRADE
SCALE: NOT TO SCALE


15.0
14.0
13.0
12.0
11.0
10.0
9.0
8.0
P/L
L/L
match
13.00
EXISTING GRADE
4
1
12.25
12.75
13.10
EXISTING GRADE
R/W
12.60
8
1
C/L
12.00
2.0% typ.
2.0% typ.
12.00
PROPOSED PAVEMENT
R/W
12.60
EXISTING GRADE
SCALE: NOT TO SCALE


15.0
14.0
13.0
12.0
11.0
10.0
9.0
8.0
DRY RETENTION POND
4
1
11.00
R/W
28
1
EXISTING GRADE
C/L
11.55
2.0% typ.
11.80
2.0% typ.
11.55
PROPOSED PAVEMENT
8
1
R/W
12.10
1.0% typ.
13.2±
2.0% ±
12.5±
EXISTING GRADE
11.50
12.50
L/L
P/L
14.50
13.0±
EXISTING SWALE
SCALE: NOT TO SCALE


15.0
14.0
13.0
12.0
11.0
10.0
9.0
8.0
P/L
4
1
8.00
10.00
11.00
11.50
L/L
11.50
11.00
11.50
8
1
12.50
1.0% typ.
13.00
1.0% typ.
EXISTING GRADE
R/W
12.50
C/L
12.00
2.0% typ.
12.25
2.0% typ.
12.00
PROPOSED PAVEMENT
R/W
12.60
EXISTING GRADE
SCALE: NOT TO SCALE

△2 REVISED UTILITY PLAN PER SITE PLAN ENTRY REDESIGN, FOR BUS TURN-ABOUT, OCTOBER 2, 2025. CHANGED PVC WATER MAIN AND PVC FORCE MAIN CONNECTIONS, INCLUDING MOVING MAIN LINES TO AVOID CULVERT CONFLICTS.

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CONSTRUCTION GROUP

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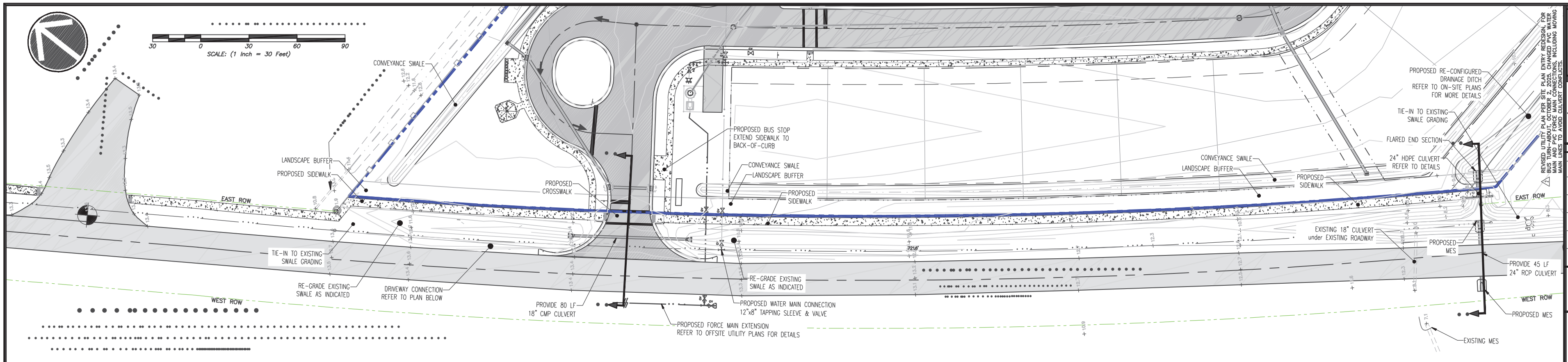
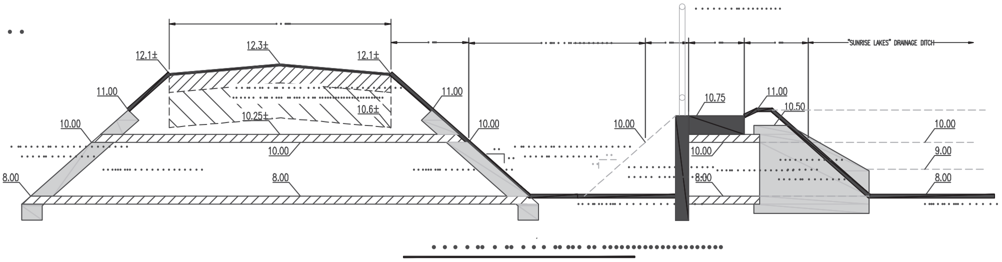

SCALE: (1 Inch = 30 Feet)
30
0
30
60
90
CONVEYANCE SWALE
LANDSCAPE BUFFER
PROPOSED SIDEWALK
EAST ROW
TIE-IN TO EXISTING SWALE GRADING
RE-GRADE EXISTING SWALE AS INDICATED
DRIVEWAY CONNECTION REFER TO PLAN BELOW
WEST ROW
PROPOSED CROSSWALK
PROVIDE 80 LF 18" CMP CULVERT
PROPOSED BUS STOP EXTEND SIDEWALK TO BACK-OF-CURB
CONVEYANCE SWALE
LANDSCAPE BUFFER
PROPOSED SIDEWALK
RE-GRADE EXISTING SWALE AS INDICATED
PROPOSED WATER MAIN CONNECTION 12"x8" TAPPING SLEEVE & VALVE
PROPOSED FORCE MAIN EXTENSION REFER TO OFFSITE UTILITY PLANS FOR DETAILS
CONVEYANCE SWALE
LANDSCAPE BUFFER
PROPOSED SIDEWALK
EXISTING 18" CULVERT under EXISTING ROADWAY
PROPOSED MES
PROPOSED RE-CONFIGURED DRAINAGE DITCH REFER TO ON-SITE PLANS FOR MORE DETAILS
TIE-IN TO EXISTING SWALE GRADING
FLARED END SECTION
24" HDPE CULVERT REFER TO DETAILS
EAST ROW
PROVIDE 45 LF 24" RCP CULVERT
WEST ROW
PROPOSED MES
EXISTING MES

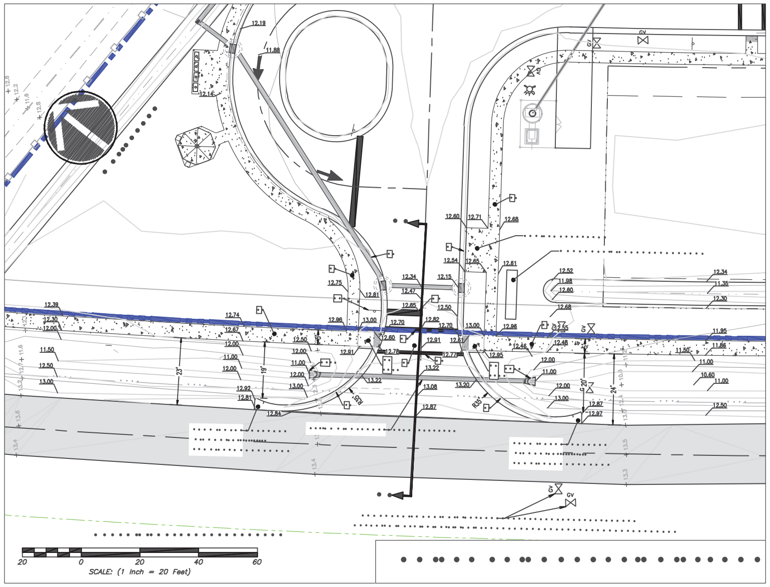
REVISED UTILITY PLAN PER SITE PLAN ENTRY REDESIGN, FOR BUS TURN-ABOUT, OCTOBER 2, 2025. CHANGED PVC WATER MAIN AND PVC FORCE MAIN CONNECTIONS, INCLUDING MOVING MAIN LINES TO AVOID CULVERT CONFLICTS.

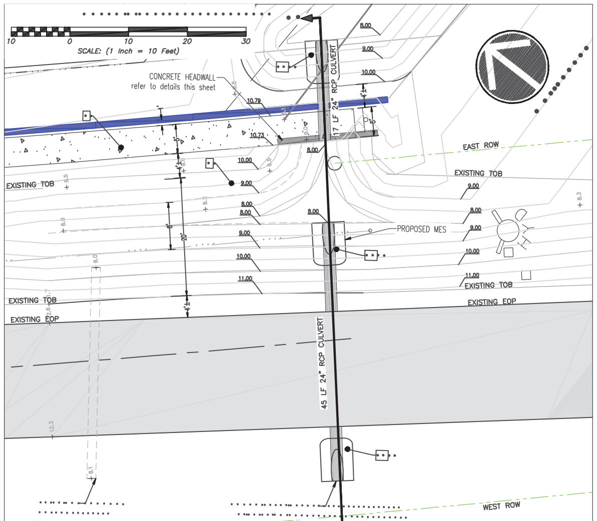
5	FDOT TYPE 'F' CURB
6	MODIFIED MIAMI CURB
7	CONCRETE SIDEWALK per DETAIL
8	CROSSWALK per DETAILS
9	CURB RAMP per DETAILS
10	2' TACTILE SURFACE
11	R1-1 STOP SIGN
15	MITERED END SECTION
16	FLARED END SECTION
19	DITCH BOTTOM INLET

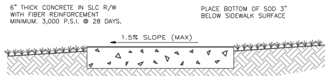
A	6" SOLID WHITE
B	12" SOLID WHITE
C	24" SOLID WHITE

DENOTES PROPERTY BOUNDARY
DENOTES RIGHT-OF-WAY
DENOTES CENTERLINE
DENOTES EASEMENT
DENOTES DRAINAGE PIPE
DENOTES SEWER MANHOLE
DENOTES FIRE HYDRANT
DENOTES GATE VALVE
DENOTES LIGHT POLE
DENOTES STREET SIGN
DENOTES DITCH BOTTOM INLET
DENOTES DRAINAGE STRUCTURE
DENOTES MITERED END SECTION
DENOTES FLARED END SECTION
DENOTES RUNOFF OVERLAND FLOW
20.50 DENOTES PROPOSED ELEVATIONS
x 22.0 DENOTES EXISTING GRADES


12.1±
12.3±
12.1±
11.00
10.00
10.25±
10.6±
11.00
10.00
8.00
8.00
10.00
10.00
10.75
11.00
10.50
10.00
8.00
10.00
9.00
8.00
"SUNRISE LAKES" DRAINAGE DITCH


SCALE: (1 Inch = 20 Feet)
20
0
20
40
60


SCALE: (1 Inch = 10 Feet)
10
0
10
20
30
CONCRETE HEADWALL refer to details this sheet
17 LF 24" RCP CULVERT
EAST ROW
EXISTING TOB
PROPOSED MES
EXISTING TOB
EXISTING EOP
EXISTING TOB
EXISTING EOP
45 LF 24" RCP CULVERT
WEST ROW


6" THICK CONCRETE IN SLC R/W WITH FIBER REINFORCEMENT MINIMUM 3,000 P.S.I. @ 28 DAYS.
PLACE BOTTOM OF SOD 3" BELOW SIDEWALK SURFACE
1.5% SLOPE (MAX)

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-FEET.
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.

1. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROLLING EROSION AND RESTORING SWALE FLOW LINES WITHIN 60 FT OF THE DESIGNATED WORK AREA.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR SUPPLYING MAINTENANCE OF TRAFFIC IN CONFORMANCE WITH FDOT CURRENT STANDARD PLANS INDEX 102-611 AND 102-612.
3. CONTRACTOR SHALL STABILIZE ALL DISTURBED AREA WITH SOD FOLLOWING WORK. SODDING TO BE CONDUCTED IN CONFORMANCE WITH FDOT STANDARD PLANS INDEX 570-010.
4. ALL AREAS IN THE ROW SHALL BE LEFT IN A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED PRIOR TO CONSTRUCTION. SHOULDERS DISTURBED WITHIN 5 FEET OF THE EDGE OF PAVEMENT SHALL BE STABILIZED A MINIMUM 50 PSI FLORIDA BEARING VALUE, 6 INCHES IN DEPTH. EXISTING DRAINAGE SHALL NOT BE IMPEDED.
5. ST LUCIE COUNTY (SLC) ENGINEERING INSPECTIONS SHALL BE 48 HOURS BEFORE COMMENCEMENT OF WORK TO ESTABLISH A TIMELINE WHEN FIELD REVIEW(S) OF THE WORK ARE REQUIRED. CONSTRUCTION SHALL BE DONE MONDAY THROUGH FRIDAY. WEEKEND WORK SHALL BE APPROVED BY SLC INSPECTIONS BY WEDNESDAY AT 4 PM. THE APPROVED PERMIT AND STAMPED PLANS SHALL BE AT THE WORK SITE.
6. NO LANDSCAPING OR TREES SHALL BE ALLOWED WITHIN THE COUNTY RIGHT-OF-WAY. ALL DISTURBED AREAS SHALL BE SODDED WITHIN THREE (3) DAYS OF COMPLETION OF WORK.

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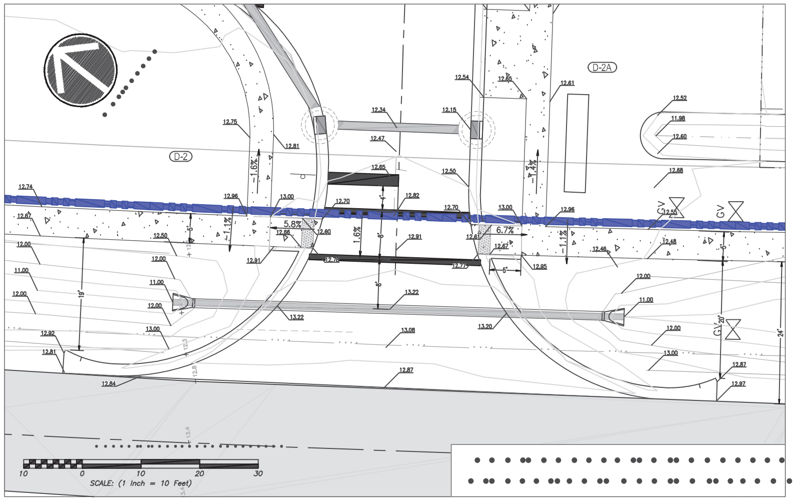
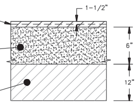

D-2
D-2A
12.74
12.67
12.00
11.00
12.00
12.92
12.81
12.84
12.75
12.81
12.96
13.00
12.50
12.00
11.00
12.00
13.00
12.34
12.47
12.65
12.70
12.82
12.91
12.78
13.22
12.15
12.54
12.65
12.61
12.50
12.70
13.00
12.96
12.61
12.67
12.77
12.95
13.22
13.20
13.08
12.87
12.52
11.98
12.60
12.68
12.55
12.48
12.46
12.00
11.00
12.00
13.00
12.87
12.97
5.8%
6.7%
1.6%
-1.6%
-1.4%
-1.1%
8'
4'
5'
19'
20'
24'
GV
10
0
10
20
30
SCALE: (1 Inch = 10 Feet)

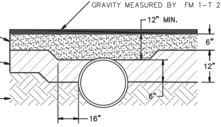
- •• CONTRACTOR TO REFER TO THE GEOTECHNICAL REPORT FOR SITE WORK SPECIFICATIONS.
- •• CRUSHED CONCRETE SHALL BE FROM AN FDOT APPROVED PLANT.
- •• CRUSHED CONCRETE GRADATION SHALL BE AVAILABLE ON SITE AND SUBMITTED FOR THE AS-BUILT.



1-1/2" LIFT OF SP-9.5 COMPACTED TO 92% OF THEORETICAL MAXIMUM SPECIFIC GRAVITY MEASURED BY FM 1-T 209

CRUSHED CONCRETE COMPACTED TO 98% MODIFIED PROCTOR MAXIMUM DRY DENSITY PER AASHTO T-180 MIN. LBR 100

STABILIZED SUBGRADE COMPACTED TO 95% MODIFIED PROCTOR MAXIMUM DRY DENSITY PER AASHTO T-180 MIN. LBR 40


12" MIN.
6"
12"
6"
16"

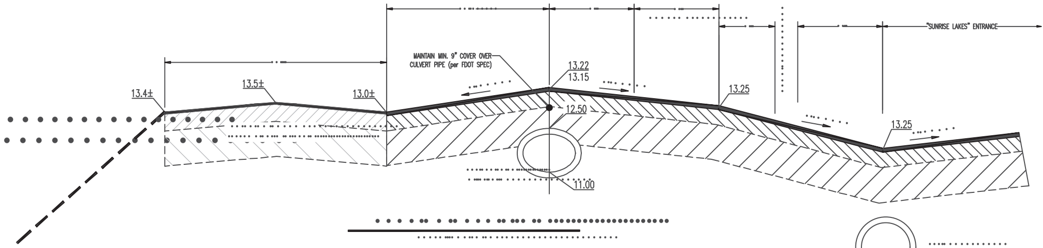
CRUSHED CONCRETE COMPACTED TO 98% MODIFIED PROCTOR MAXIMUM DRY DENSITY PER AASHTO T-180 MIN. LBR 100

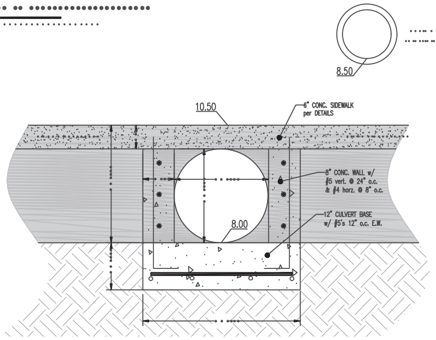
STABILIZED SUBGRADE COMPACTED TO 95% MODIFIED PROCTOR MAXIMUM DRY DENSITY PER AASHTO T-180 MIN. LBR 40

FILL COMPACTED TO 98% MAX. DENSITY

1-1/2" LIFT OF SP-9.5 COMPACTED TO 92% OF THEORETICAL MAXIMUM SPECIFIC GRAVITY MEASURED BY FM 1-T 209

△2 REVISED UTILITY PLAN PER SITE PLAN ENTRY REDESIGN, FOR BUS TURN-ABOUT, OCTOBER 2, 2025. CHANGED PVC WATER MAIN AND PVC FORCE MAIN CONNECTIONS, INCLUDING MOVING MAIN LINES TO AVOID CULVERT CONFLICTS.


"SUNRISE LAKES" ENTRANCE
MAINTAIN MIN. 9" COVER OVER CULVERT PIPE (per FDOT SPEC)
13.4±
13.5±
13.0±
13.22
13.15
12.50
11.00
13.25
13.25

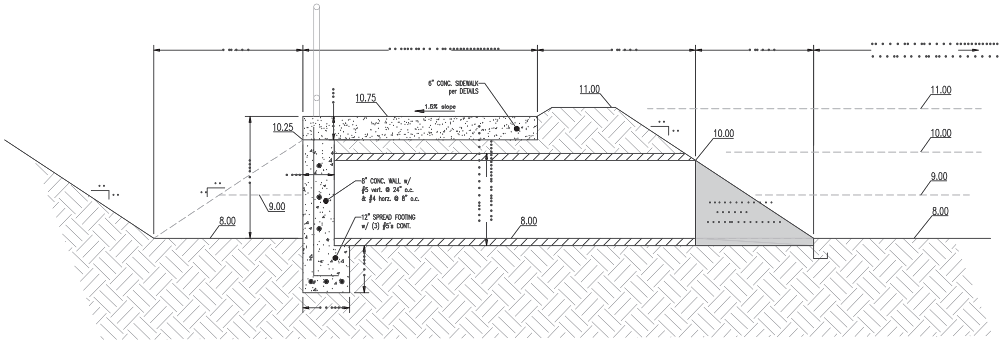

8.50
10.50
6" CONC. SIDEWALK per DETAILS
8" CONC. WALL w/ #5 vert. @ 24" o.c. & #4 horz. @ 8" o.c.
12" CULVERT BASE w/ #5's 12" o.c. E.W.
8.00

- 5 FDOT TYPE 'F' CURB
- 6 MODIFIED MIAMI CURB
- 7 CONCRETE SIDEWALK per DETAIL
- 8 CROSSWALK per DETAILS
- 9 CURB RAMP per DETAILS
- 10 2' TACTILE SURFACE
- 11 R1-1 STOP SIGN
- 15 MITERED END SECTION
- 16 FLARED END SECTION
- 19 DITCH BOTTOM INLET

- A 6" SOLID WHITE
- B 12" SOLID WHITE
- C 24" SOLID WHITE

DENOTES PROPERTY BOUNDARY
DENOTES RIGHT-OF-WAY
DENOTES CENTERLINE
DENOTES EASEMENT
DENOTES DRAINAGE PIPE
DENOTES SEWER MANHOLE
DENOTES FIRE HYDRANT
DENOTES GATE VALVE
DENOTES LIGHT POLE
DENOTES STREET SIGN

DENOTES DITCH BOTTOM INLET
DENOTES DRAINAGE STRUCTURE
DENOTES MITERED END SECTION
DENOTES FLARED END SECTION
DENOTES RUNOFF OVERLAND FLOW
20.50 DENOTES PROPOSED ELEVATIONS
x 22.0 DENOTES EXISTING GRADES


6" CONC. SIDEWALK per DETAILS
10.75
1.5% slope
10.25
11.00
10.00
8" CONC. WALL w/ #5 vert. @ 24" o.c. & #4 horz. @ 8" o.c.
12" SPREAD FOOTING w/ (3) #5's CONT.
9.00
8.00
8.00
11.00
10.00
9.00
8.00

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ALWAYS CALL 811
BEFORE YOU DIG

Printed on Tuesday, November 18, 2025, 8:36 AM by KMA-4

X-1 STORM OVER SEWER
BOTTOM STORM = 8.20 NAVD
TOP SEWER = 5.06 NAVD
CLEARANCE = 3.14 FEET

X-1a STORM OVER WATER
BOTTOM STORM = 8.20 NAVD
TOP WATER = 7.200 NAVD
CLEARANCE = 1.00 FEET MIN.

X-2 STORM OVER SEWER
BOTTOM STORM = 8.00 NAVD
TOP SEWER = 7.40 NAVD
CLEARANCE = 0.60 FEET

X-3 STORM OVER WATER
BOTTOM STORM = 8.00 NAVD
TOP WATER = 7.00 NAVD
CLEARANCE = 1.00 FEET MIN.

X-4 STORM OVER SEWER
BOTTOM STORM = 8.00 NAVD
TOP SEWER = 6.14 NAVD
CLEARANCE = 1.86 FEET

X-4a STORM OVER WATER
BOTTOM STORM = 8.00 NAVD
TOP WATER = 7.00 NAVD
CLEARANCE = 1.00 FEET MIN.

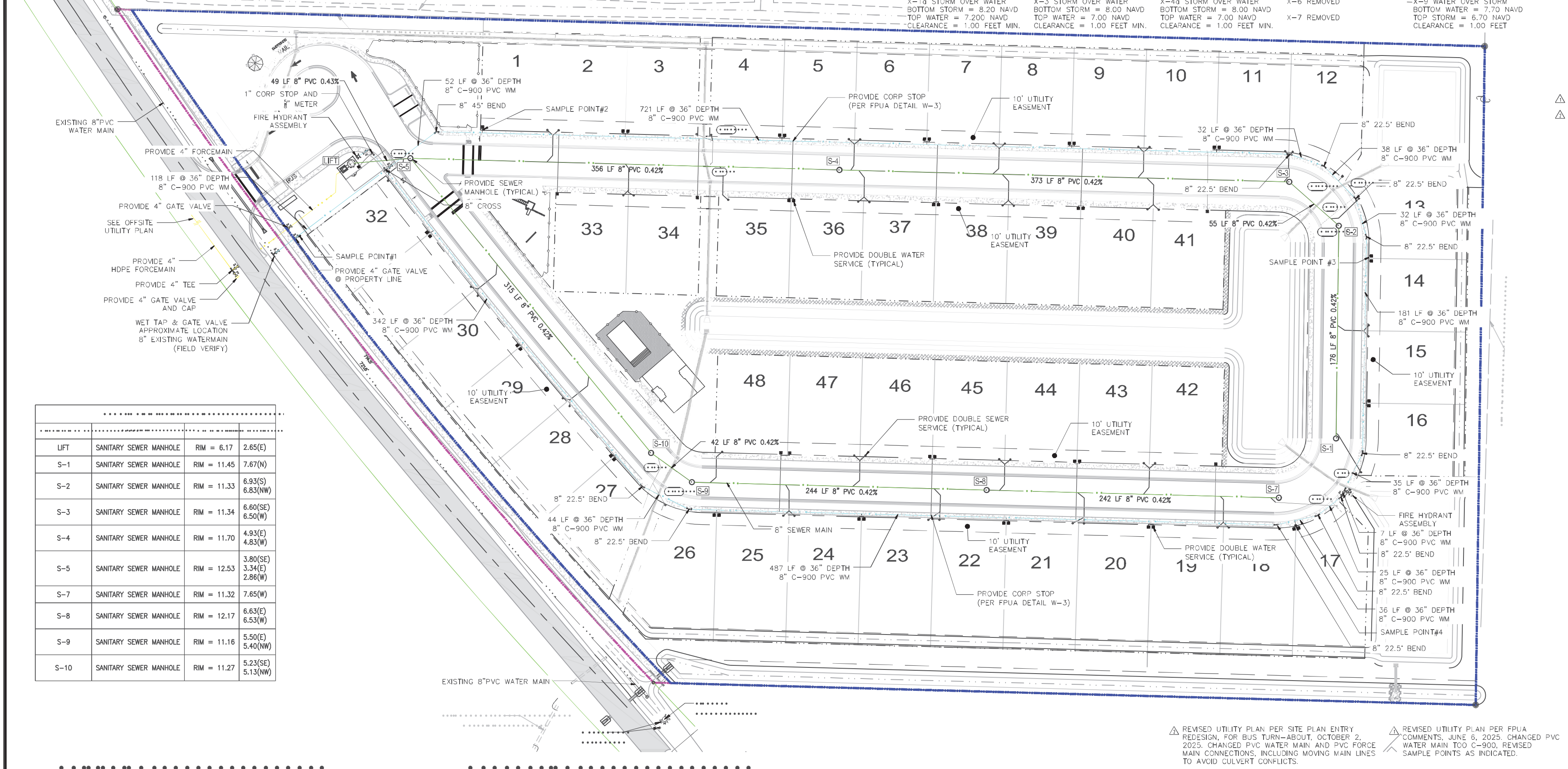
X-5 WATER OVER SEWER
BOTTOM WATER = 8.14 NAVD
TOP SEWER = 3.46 NAVD
CLEARANCE = 4.70 FEET

X-6 REMOVED

X-7 REMOVED

X-8 STORM OVER WATER
BOTTOM STORM = 8.00 NAVD
TOP WATER = 7.00 NAVD
CLEARANCE = 1.00 FEET MIN.

X-9 WATER OVER STORM
BOTTOM WATER = 7.70 NAVD
TOP STORM = 6.70 NAVD
CLEARANCE = 1.00 FEET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48
EXISTING 8"PVC WATER MAIN
49 LF 8" PVC 0.43%
1" CORP STOP AND 5/8" METER
FIRE HYDRANT ASSEMBLY
52 LF @ 36" DEPTH 8" C-900 PVC WM
8" 45° BEND
SAMPLE POINT#2
721 LF @ 36" DEPTH 8" C-900 PVC WM
PROVIDE CORP STOP (PER FPUA DETAIL W-3)
10' UTILITY EASEMENT
PROVIDE 4" FORCEMAIN
118 LF @ 36" DEPTH 8" C-900 PVC WM
LIFT
BUS
S-5
356 LF 8" PVC 0.42%
S-4
373 LF 8" PVC 0.42%
S-3
8" 22.5° BEND
PROVIDE SEWER MANHOLE (TYPICAL)
8" CROSS
PROVIDE 4" GATE VALVE
SEE OFFSITE UTILITY PLAN
SAMPLE POINT#1
PROVIDE 4" GATE VALVE @ PROPERTY LINE
PROVIDE 4" HDPE FORCEMAIN
PROVIDE 4" TEE
PROVIDE 4" GATE VALVE AND CAP
WET TAP & GATE VALVE APPROXIMATE LOCATION 8" EXISTING WATERMAIN (FIELD VERIFY)
315 LF 8" PVC 0.42%
342 LF @ 36" DEPTH 8" C-900 PVC WM
PROVIDE DOUBLE WATER SERVICE (TYPICAL)
32 LF @ 36" DEPTH 8" C-900 PVC WM
38 LF @ 36" DEPTH 8" C-900 PVC WM
55 LF 8" PVC 0.42%
S-2
SAMPLE POINT #3
176 LF 8" PVC 0.42%
181 LF @ 36" DEPTH 8" C-900 PVC WM
S-1
S-10
42 LF 8" PVC 0.42%
PROVIDE DOUBLE SEWER SERVICE (TYPICAL)
S-9
244 LF 8" PVC 0.42%
S-8
242 LF 8" PVC 0.42%
S-7
35 LF @ 36" DEPTH 8" C-900 PVC WM
7 LF @ 36" DEPTH 8" C-900 PVC WM
25 LF @ 36" DEPTH 8" C-900 PVC WM
36 LF @ 36" DEPTH 8" C-900 PVC WM
SAMPLE POINT#4
44 LF @ 36" DEPTH 8" C-900 PVC WM
8" SEWER MAIN
487 LF @ 36" DEPTH 8" C-900 PVC WM
EXISTING 8"PVC WATER MAIN

LIFT	SANITARY SEWER MANHOLE	RIM = 6.17	2.65(E)
S-1	SANITARY SEWER MANHOLE	RIM = 11.45	7.67(N)
S-2	SANITARY SEWER MANHOLE	RIM = 11.33	6.93(S) 6.83(NW)
S-3	SANITARY SEWER MANHOLE	RIM = 11.34	6.60(SE) 6.50(W)
S-4	SANITARY SEWER MANHOLE	RIM = 11.70	4.93(E) 4.83(W)
S-5	SANITARY SEWER MANHOLE	RIM = 12.53	3.80(SE) 3.34(E) 2.86(W)
S-7	SANITARY SEWER MANHOLE	RIM = 11.32	7.65(W)
S-8	SANITARY SEWER MANHOLE	RIM = 12.17	6.63(E) 6.53(W)
S-9	SANITARY SEWER MANHOLE	RIM = 11.16	5.50(E) 5.40(NW)
S-10	SANITARY SEWER MANHOLE	RIM = 11.27	5.23(SE) 5.13(NW)

△2 REVISED UTILITY PLAN PER SITE PLAN ENTRY REDESIGN, FOR BUS TURN-ABOUT, OCTOBER 2, 2025. CHANGED PVC WATER MAIN AND PVC FORCE MAIN CONNECTIONS, INCLUDING MOVING MAIN LINES TO AVOID CULVERT CONFLICTS.

△1 REVISED UTILITY PLAN PER FPUA COMMENTS, JUNE 6, 2025. CHANGED PVC WATER MAIN TOO C-900, REVISED SAMPLE POINTS AS INDICATED.

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 APPROPREITE 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 20'
   FORCEMAIN SHALL BE C-900 DR-18 WITH PRESSURE RATING 235
5. WATER LINES SHALL BE AS FOLLOWS UNLESS OTHERWISE NOTED ON PLANS:
   4" AND LARGER, C-900 DR-18 PRESSURE CLASS 235
   POLYETHYLENE TUBING 1" AND 2" WATER SERVICES SHALL CONFORM TO AWWA C901:pe3408, PIPE CLASS 200, AND DR 9
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./QPL.
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.

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.

DENOTES PROPERTY BOUNDARY
DENOTES RIGHT-OF-WAY
DENOTES CENTERLINE
DENOTES EASEMENT
DENOTES FENCE LINE
DENOTES WATER MAIN
DENOTES FORCE MAIN
DENOTES SEWER MAIN
DENOTES STORM DRAIN
DENOTES SEWER MANHOLE
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

40 0 40 80 120
SCALE: (1 Inch = 40 Feet)

	BY:	DATE:	COMMENT:
△1	SCB	6/9/25	PLAN REVISIONS PER FPUA COMMENTS
△2	SCB	10/2/25	PLAN REVISIONS PER SITE PLAN REVISIONS

INTEGRITY 1ST
CONSTRUCTION GROUP

BLAINE BERGSTRESSER, P.E.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

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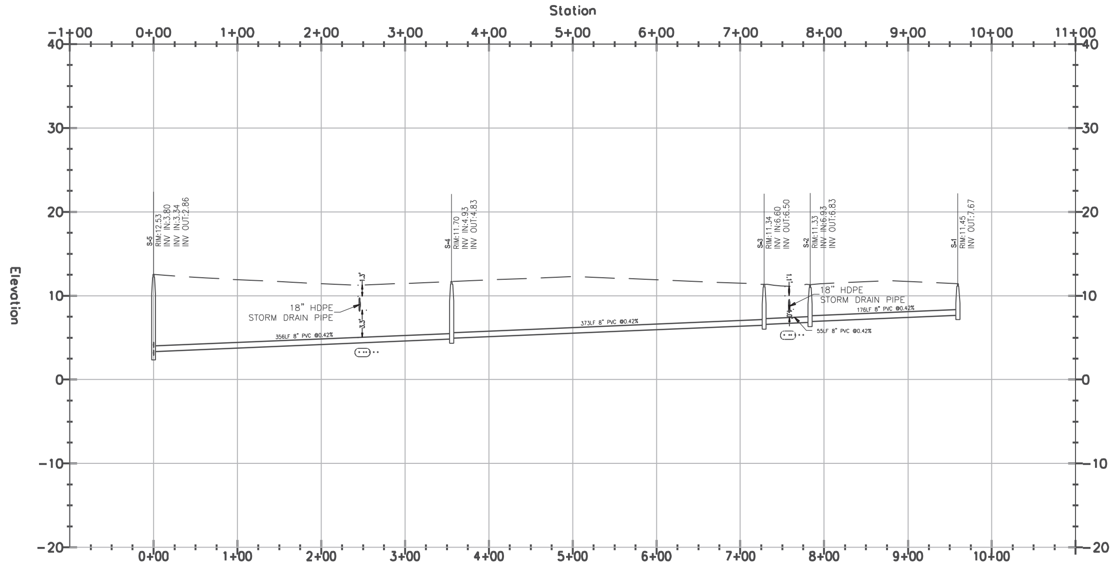
SEWER MAIN – North PROFILE


Station
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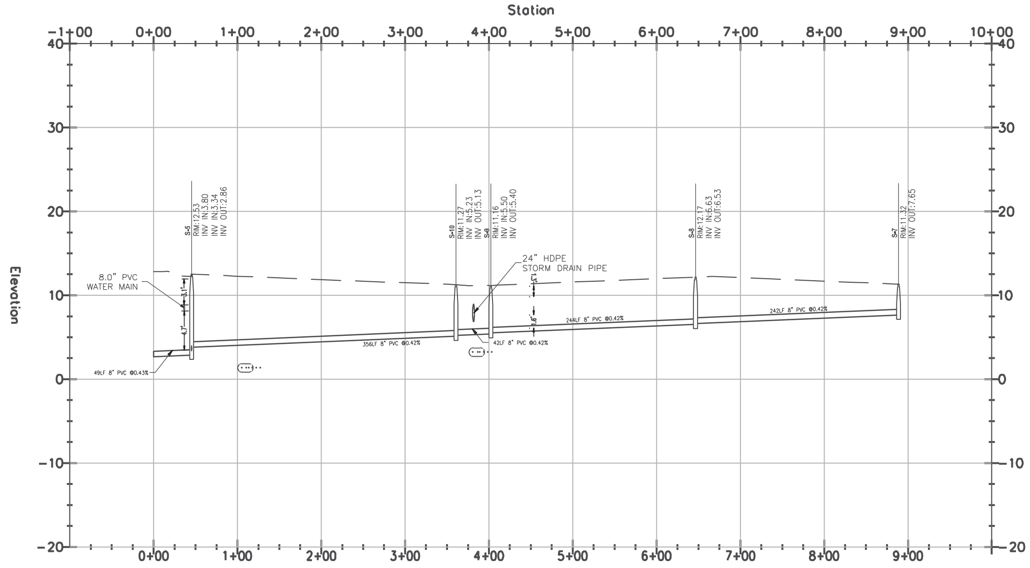
40
30
20
10
0
−10
−20
S-5
RIM:12.53
INV IN:3.80
INV IN:3.34
INV OUT:2.86
S-4
RIM:11.70
INV IN:4.93
INV OUT:4.83
S-3
RIM:11.34
INV IN:6.60
INV OUT:6.50
S-2
RIM:11.33
INV IN:6.93
INV OUT:6.83
S-1
RIM:11.45
INV OUT:7.67
18" HDPE
STORM DRAIN PIPE
1.3'
3.3'
356LF 8" PVC @0.42%
373LF 8" PVC @0.42%
1.1'
18" HDPE
STORM DRAIN PIPE
176LF 8" PVC @0.42%
55LF 8" PVC @0.42%

SEWER MAIN – SOUTH PROFILE


Station
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S-5
RIM:12.53
INV IN:3.80
INV IN:3.34
INV OUT:2.86
S-10
RIM:11.27
INV IN:5.23
INV OUT:5.13
S-9
RIM:11.16
INV IN:5.50
INV OUT:5.40
S-8
RIM:12.17
INV IN:6.63
INV OUT:6.53
S-7
RIM:11.32
INV OUT:7.65
8.0" PVC
WATER MAIN
3.1'
4.7'
49LF 8" PVC @0.43%
356LF 8" PVC @0.42%
24" HDPE
STORM DRAIN PIPE
1.3'
1.6'
42LF 8" PVC @0.42%
244LF 8" PVC @0.42%
242LF 8" PVC @0.42%

BY: DATE: COMMENT:

INTEGRITY 1ST
CONSTRUCTION GROUP

BLAINE BERGSTRESSER, P.E.

811
KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG

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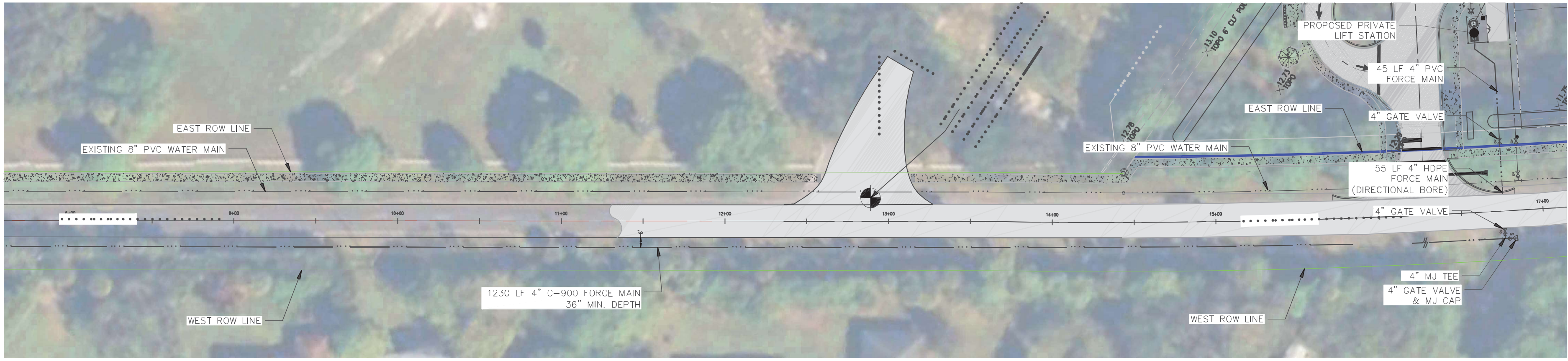
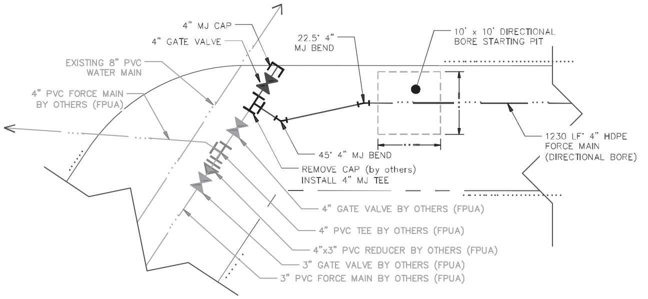
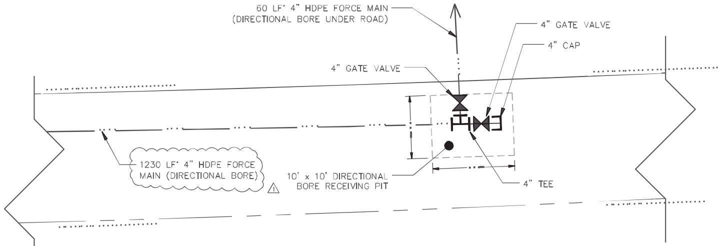
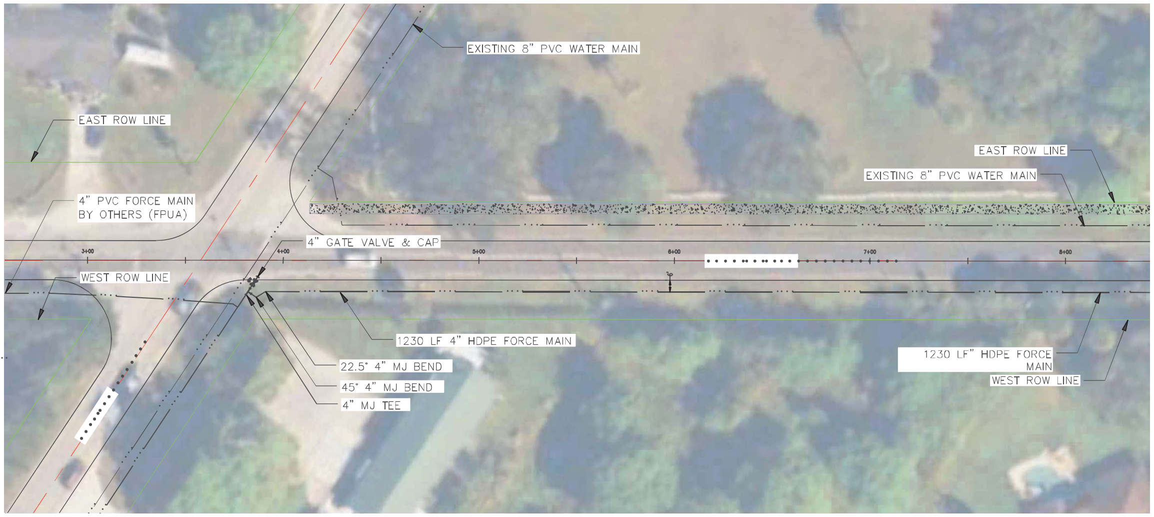

PROPOSED PRIVATE LIFT STATION
45 LF 4" PVC FORCE MAIN
EAST ROW LINE
4" GATE VALVE
EXISTING 8" PVC WATER MAIN
55 LF 4" HDPE FORCE MAIN (DIRECTIONAL BORE)
4" GATE VALVE
EAST ROW LINE
EXISTING 8" PVC WATER MAIN
13.10 TOPO 6' CLF
12.73 TOPO
12.28 TOPO
11.75
9+00
10+00
11+00
12+00
13+00
14+00
15+00
17+00
1230 LF 4" C-900 FORCE MAIN 36" MIN. DEPTH
WEST ROW LINE
4" MJ TEE
4" GATE VALVE & MJ CAP
WEST ROW LINE


4" MJ CAP
4" GATE VALVE
22.5' 4" MJ BEND
10' x 10' DIRECTIONAL BORE STARTING PIT
EXISTING 8" PVC WATER MAIN
4" PVC FORCE MAIN BY OTHERS (FPUA)
1230 LF' 4" HDPE FORCE MAIN (DIRECTIONAL BORE)
45' 4" MJ BEND
REMOVE CAP (by others)
INSTALL 4" MJ TEE
4" GATE VALVE BY OTHERS (FPUA)
4" PVC TEE BY OTHERS (FPUA)
4"x3" PVC REDUCER BY OTHERS (FPUA)
3" GATE VALVE BY OTHERS (FPUA)
3" PVC FORCE MAIN BY OTHERS (FPUA)


60 LF' 4" HDPE FORCE MAIN (DIRECTIONAL BORE UNDER ROAD)
4" GATE VALVE
4" CAP
4" GATE VALVE
1230 LF' 4" HDPE FORCE MAIN (DIRECTIONAL BORE)
10' x 10' DIRECTIONAL BORE RECEIVING PIT
4" TEE


EXISTING 8" PVC WATER MAIN
EAST ROW LINE
EAST ROW LINE
EXISTING 8" PVC WATER MAIN
4" PVC FORCE MAIN BY OTHERS (FPUA)
4" GATE VALVE & CAP
3+00
4+00
5+00
6+00
7+00
8+00
WEST ROW LINE
1230 LF 4" HDPE FORCE MAIN
22.5' 4" MJ BEND
45' 4" MJ BEND
4" MJ TEE
1230 LF" HDPE FORCE MAIN
WEST ROW LINE

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 APPROPREITE 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, PVC C-900 (DR-11) 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.
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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./QPL.
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.

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.
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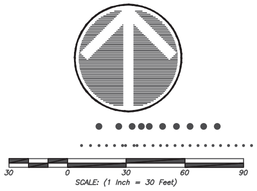
9. THE CONTRACTOR WILL BE REQUIRED TO SUBMIT AN AS-BUILT SURVEY CERTIFIED BY A REGISTERED, LICENSED SURVEYOR OF ALL CONSTRUCTED IMPROVEMENTS AT PROJECT COMPLETION.
10. NO DESIGN CHANGES ARE TO OCCUR TO THE APPROVED CONSTRUCTION PLANS WITHOUT PRIOR APPROVAL OF THE PROJECT ENGINEER.

▬▬▬	DENOTES PROPERTY BOUNDARY
── ‒ ‒ ──	DENOTES RIGHT-OF-WAY
── ‒ ──	DENOTES CENTERLINE
── ── ──	DENOTES EASEMENT
‒ ── ──	DENOTES FENCE LINE
── · · · ──	DENOTES WATER MAIN
── · · · ──	DENOTES FORCE MAIN
── · · ──	DENOTES SEWER MAIN
▨▨▨▨▨▨▨	DENOTES STORM DRAIN
◎	DENOTES SEWER MANHOLE
HYD	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



SCALE: (1 Inch = 30 Feet)

△1 REVISED UTILITY PLAN PER FPUA COMMENTS, JUNE 6, 2025. CHANGED PVC FORCE MAIN IN DIRECTIONAL BORE TO HDPE, REVISED UTILITY NOTES.

△2 REVISED UTILITY PLAN PER SITE PLAN ENTRY REDESIGN, FOR BUS TURN-ABOUT, OCTOBER 2, 2025. CHANGED PVC WATER MAIN AND PVC FORCE MAIN CONNECTIONS, INCLUDING MOVING MAIN LINES TO AVOID CULVERT CONFLICTS.

BY:	DATE:	COMMENT:
SCB	6/9/25	PLAN REVISIONS PER FPUA COMMENTS
SCB	10/2/25	PLAN REVISIONS PER SITE PLAN REVISIONS

INTEGRITY 1ST
CONSTRUCTION GROUP

BLAINE BERGSTRESSER, P.E.

811
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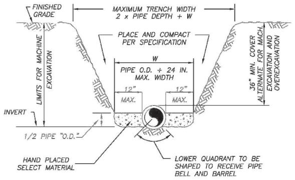
FINISHED GRADE
MAXIMUM TRENCH WIDTH
2 x PIPE DEPTH + W
PLACE AND COMPACT PER SPECIFICATION
W
PIPE O.D. + 24 IN. MAX. WIDTH
12" MAX.
12" MAX.
LIMITS FOR MACHINE EXCAVATION
36" MIN. COVER
ALTERNATE FOR MACH. EXCAVATION AND OVEREXCAVATION
INVERT
1/2 PIPE "O.D."
HAND PLACED SELECT MATERIAL
LOWER QUADRANT TO BE SHAPED TO RECEIVE PIPE BELL AND BARREL

NOTES:

1) THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.

2) INITIAL BACKFILL SHALL BE HAND PLACED TO 12" ABOVE THE PIPE. BACKFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 100% OF MAX. DENSITY AS DETERMINED BY AASHTO METHOD T–99.

TYPICAL TRENCH DETAIL

N.T.S.

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WATER/WASTEWATER ENGINEERING
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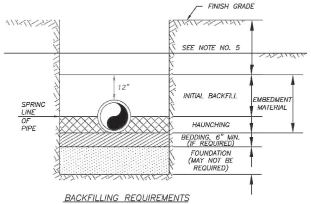
FT. PIERCE, FLORIDA 34947
772-466-1600

TYPICAL TRENCH DETAIL				M–1
03–09	CONCRETE SLAB	SLL	JLC	
DATE:	REVISION:	BY:	APPD:	WATER/WASTEWATER ENGINEERING
DESIGNED: JLC	COMPUTER FILE # MISC DETAILS 200602.DWG			FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL	SCALE:			
APPROVED: JLC	DATE: 2015			SHEET 1 OF 1


FINISH GRADE
SEE NOTE NO. 5
12"
SPRING LINE OF PIPE
INITIAL BACKFILL
EMBEDMENT MATERIAL
HAUNCHING
BEDDING, 6" MIN. (IF REQUIRED)
FOUNDATION (MAY NOT BE REQUIRED)

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 TRENCH SAFETY REGULATIONS.

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BACKFILLING REQUIREMENTS				M–2
03–09	CONCRETE SLAB	SLL	JLC	
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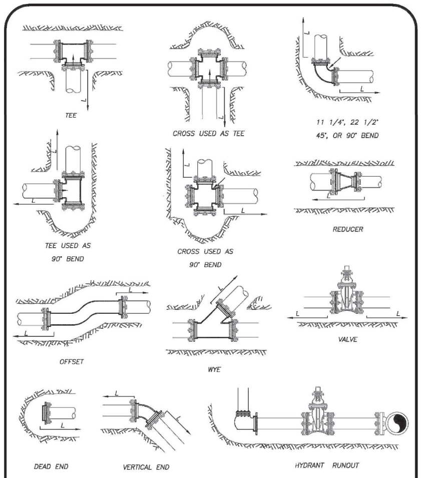
APPROVED: JLC	DATE: 2015			SHEET 1 OF 1


L
TEE
CROSS USED AS TEE
11 1/4°, 22 1/2°
45°, OR 90° BEND
TEE USED AS 90° BEND
CROSS USED AS 90° BEND
REDUCER
OFFSET
WYE
VALVE
DEAD END
VERTICAL END
HYDRANT RUNOUT

MECHANICAL JOINT ANCHORING REQUIREMENTS

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MECHANICAL JOINT ANCHORING REQUIREMENTS				M–3
03–09	CONCRETE SLAB	SLL	JLC	
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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.

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MECHANICAL JOINT RESTRAINT NOTES				M–4
03–09	CONCRETE SLAB	SLL	JLC	
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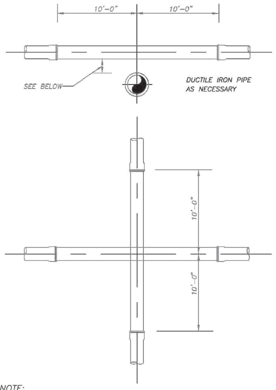
10'–0"
10'–0"
SEE BELOW
DUCTILE IRON PIPE AS NECESSARY
10'–0"
10'–0"

NOTE:

PLEASE REFER TO FORT PIERCE UTILTIES STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS.

UTILITY CROSSING DETAIL

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UTILITY CROSSING DETAIL				M–5
03–09	CONCRETE SLAB	SLL	JLC	
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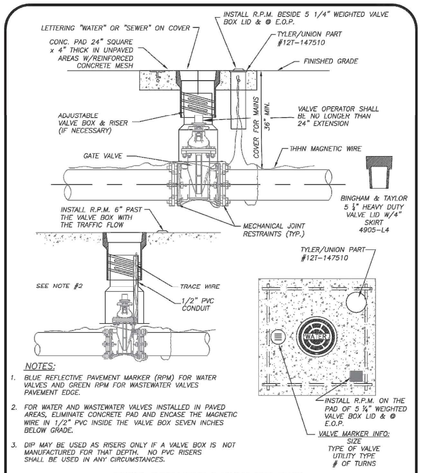
INSTALL R.P.M. BESIDE 5 1/4" WEIGHTED VALVE BOX LID & @ E.O.P.
LETTERING "WATER" OR "SEWER" ON COVER
TYLER/UNION PART #12T–147510
CONC. PAD 24" SQUARE x 4" THICK IN UNPAVED AREAS W/REINFORCED CONCRETE MESH
FINISHED GRADE
ADJUSTABLE VALVE BOX & RISER (IF NECESSARY)
COVER FOR MAINS 36" MIN.
VALVE OPERATOR SHALL BE NO LONGER THAN 24" EXTENSION
THHN MAGNETIC WIRE
GATE VALVE
BINGHAM & TAYLOR 5 1/4" HEAVY DUTY VALVE LID W/4" SKIRT 4905–L4
INSTALL R.P.M. 6" PAST THE VALVE BOX WITH THE TRAFFIC FLOW
MECHANICAL JOINT RESTRAINTS (TYP.)
TYLER/UNION PART #12T–147510
SEE NOTE #2
TRACE WIRE
1/2" PVC CONDUIT
WATER
INSTALL R.P.M. ON THE PAD OF 5 1/4" WEIGHTED VALVE BOX LID & @ E.O.P.
VALVE MARKER INFO:
SIZE
TYPE OF VALVE
UTILITY TYPE
# OF TURNS

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

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TYPICAL GATE VALVE & VALVE BOX DETAIL				M–6
03–09	CONCRETE SLAB	SLL	JLC	
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DRAWN BY: SLL	SCALE:			
APPROVED: JLC	DATE: 2015			SHEET 1 OF 1

BY:	DATE:	COMMENT:

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FPUA DETAILS-01

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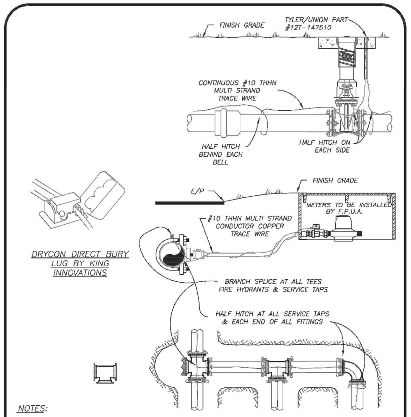
FINISH GRADE
TYLER/UNION PART #12T-147510
CONTINUOUS #10 THHN MULTI STRAND TRACE WIRE
HALF HITCH BEHIND EACH BELL
HALF HITCH ON EACH SIDE
E/P
FINISH GRADE
METERS TO BE INSTALLED BY F.P.U.A.
#10 THHN MULTI STRAND CONDUCTOR COPPER TRACE WIRE
DRYCON DIRECT BURY LUG BY KING INNOVATIONS
BRANCH SPLICE AT ALL TEES FIRE HYDRANTS & SERVICE TAPS
HALF HITCH AT ALL SERVICE TAPS & EACH END OF ALL FITTINGS

NOTES:

1) TRACE WIRE IS REQUIRED ON ALL PIPE AS NOTED BY UTILITIES ENGINEER AND SHOWN IN STANDARD DETAILS.
2) INCLUDE ALL COST OF MATERIAL & LABOR IN PRICE OF PIPE.
3) CONTRACTOR IS RESPONSIBLE FOR CONTINUITY OF ALL TRACE WIRE.

TRACE WIRE
(N.T.S.)

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TRACE WIRE DETAIL
03-09 CONCRETE SLAB SLL JLC
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COMPUTER FILE #: MISC DETAILS 200602.DWG
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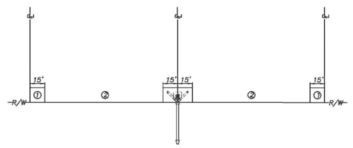
SCALE:
APPROVED: JLC
DATE: 2015
M-11
WATER/WASTEWATER ENGINEERING
FT. PIERCE UTILITIES AUTHORITY
SHEET 1 OF 1

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.


15'
15' 15'
15'
①
②
②
①
R/W
R/W

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 10 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.)

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WASTEWATER SERVICE
PLACEMENT POLICY
02-06 02-15 SLL
DATE: REVISION: BY: APPD:
DESIGNED: JJM
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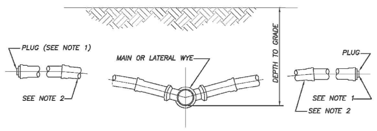
DRAWN BY: SLL
SCALE: N.T.S.
APPROVED: JLC
DATE: 2010
S-1
WATER/WASTEWATER ENGINEERING
FT. PIERCE UTILITIES AUTHORITY
SHEET 1 OF 1


PLUG (SEE NOTE 1)
SEE NOTE 2
MAIN OR LATERAL WYE
DEPTH TO GRADE
PLUG
SEE NOTE 1
SEE NOTE 2

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.)

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SERVICE CONNECTION
WASTEWATER
02-06
DATE: REVISION: BY: APPD:
DESIGNED: JLC
COMPUTER FILE #: SEWER DETAIL 200602.DWG
DRAWN BY: SLL
SCALE: N.T.S.
APPROVED: JLC
DATE: 2015
S-2
WATER/WASTEWATER ENGINEERING
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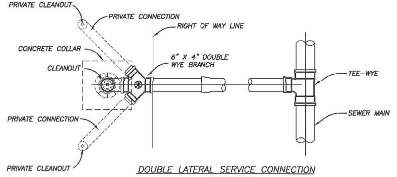
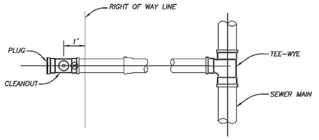
SHEET 1 OF 1


PRIVATE CLEANOUT
PRIVATE CONNECTION
RIGHT OF WAY LINE
CONCRETE COLLAR
CLEANOUT
6" X 4" DOUBLE WYE BRANCH
TEE-WYE
SEWER MAIN
PRIVATE CONNECTION
PRIVATE CLEANOUT

DOUBLE LATERAL SERVICE CONNECTION
AT PROPERTY LINE


RIGHT OF WAY LINE
1'
PLUG
CLEANOUT
TEE-WYE
SEWER MAIN

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.)

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SERVICE CONNECTION
WASTEWATER
02-06
DATE: REVISION: BY: APPD:
DESIGNED: JLC
COMPUTER FILE #: SEWER DETAIL 200602.DWG
DRAWN BY: SLL
SCALE: N.T.S.
APPROVED: JLC
DATE: 2010
S-3
WATER/WASTEWATER ENGINEERING
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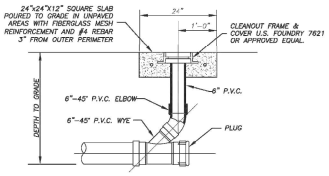
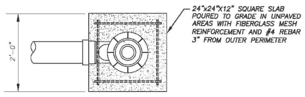
SHEET 1 OF 1


24"x24"X12" SQUARE SLAB POURED TO GRADE IN UNPAVED AREAS WITH FIBERGLASS MESH REINFORCEMENT AND #4 REBAR 3" FROM OUTER PERIMETER
24"
1'-0"
CLEANOUT FRAME & COVER U.S. FOUNDRY 7621 OR APPROVED EQUAL.
DEPTH TO GRADE
6" P.V.C.
6"-45° P.V.C. ELBOW
6"-45° P.V.C. WYE
PLUG

SECTION


2'-0"
24"x24"X12" SQUARE SLAB POURED TO GRADE IN UNPAVED AREAS WITH FIBERGLASS MESH REINFORCEMENT AND #4 REBAR 3" FROM OUTER PERIMETER

PLAN

NOTES:

1) SEE DETAIL S-3 FOR DOUBLE SERVICE CONNECTION.

RESIDENTIAL CLEANOUT DETAIL
(N.T.S.)

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TERMINAL CLEANOUT DETAIL
RESIDENTIAL
10-06 RBE
DATE: REVISION: BY: APPD:
DESIGNED: JLC
COMPUTER FILE #: SEWER DETAIL 200602.DWG
DRAWN BY: SLL
SCALE: N.T.S.
APPROVED: JLC
DATE: 2010
S-4A
WATER/WASTEWATER ENGINEERING
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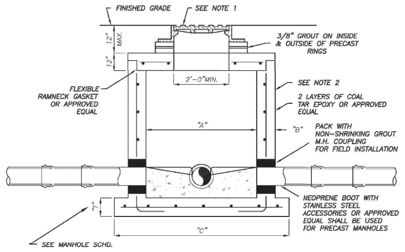
SHEET 1 OF 3


FINISHED GRADE
SEE NOTE 1
12" MAX.
12"
3/8" GROUT ON INSIDE & OUTSIDE OF PRECAST RINGS
2'-0"MIN.
FLEXIBLE RAMNECK GASKET OR APPROVED EQUAL
SEE NOTE 2
2 LAYERS OF COAL TAR EPOXY OR APPROVED EQUAL
"A"
"B"
PACK WITH NON-SHRINKING GROUT M.H. COUPLING FOR FIELD INSTALLATION
"T"
NEOPRENE BOOT WITH STAINLESS STEEL ACCESSORIES OR APPROVED EQUAL SHALL BE USED FOR PRECAST MANHOLES
"C"
SEE MANHOLE SCHD.

PIPE DIA.	"A"	"B"	"C"	BOT. SLAB "T"
8"-24"	4'-0"	"8"	76"	8"
30"-36"	5'-0"	"8"	88"	10"
42"-48"	6'-0"	"8"	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 C478 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 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.)

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PRECAST MANHOLE DEPTH OF
LESS THAN 5'- 0"
02-06
DATE: REVISION: BY: APPD:
DESIGNED: JLC
COMPUTER FILE #: SEWER DETAIL 200602.DWG
DRAWN BY: SLL
SCALE: N.T.S.
APPROVED: JLC
DATE: 2010
S-6
WATER/WASTEWATER ENGINEERING
FT. PIERCE UTILITIES AUTHORITY
SHEET 1 OF 1

BY:	DATE:	COMMENT:

INTEGRITY 1ST
CONSTRUCTION GROUP

BLAINE BERGSTRESSER, P.E.

811
KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG

FPUA DETAILS-02

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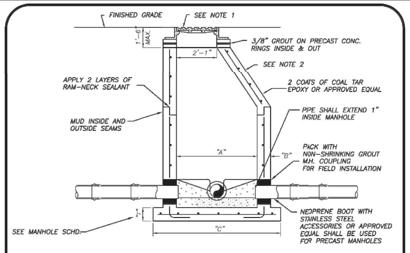
FINISHED GRADE
SEE NOTE 1
1'-6" MAX.
2'-1"
3/8" GROUT ON PRECAST CONC. RINGS INSIDE & OUT
SEE NOTE 2
APPLY 2 LAYERS OF RAM-NECK SEALANT
2 COATS OF COAL TAR EPOXY OR APPROVED EQUAL
PIPE SHALL EXTEND 1" INSIDE MANHOLE
MUD INSIDE AND OUTSIDE SEAMS
PACK WITH NON-SHRINKING GROUT M.H. COUPLING FOR FIELD INSTALLATION
"A"
"B"
"T"
"C"
NEOPRENE BOOT WITH STAINLESS STEEL ACCESSORIES OR APPROVED EQUAL SHALL BE USED FOR PRECAST MANHOLES
SEE MANHOLE SCHD.

PIPE DIA.	"A"	"B"	"C"	BOT. SLAB "T"
8"-24"	4'-0"	"8"	76"	8"
30"-36"	5'-0"	"8"	88"	10"
42"-48"	6'-0"	"8"	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 C478 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 2 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.)

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PRECAST MANHOLE DEPTH
5'- 0" & GREATER
02-06
DATE: REVISION: BY: APPD:
DESIGNED: JLC
COMPUTER FILE # SEWER DETAIL 200602.DWG
DRAWN BY: SLL
SCALE: N.T.S.
APPROVED: JLC
DATE: 2010
S-7
WATER/WASTEWATER ENGINEERING
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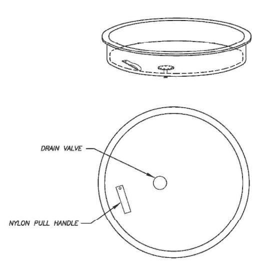
SHEET 1 OF 1


DRAIN VALVE
NYLON PULL HANDLE

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.)

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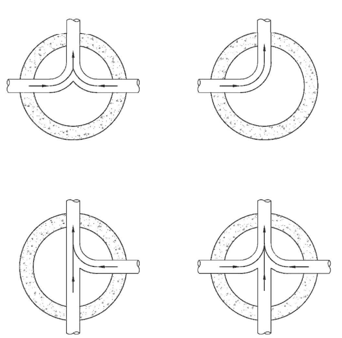
RAINGUARD
DETAIL
03-09 SLL JLC
DATE: REVISION: BY: APPD:
DESIGNED: SLL
COMPUTER FILE # SEWER DETAIL 200602.DWG
DRAWN BY: SLL
SCALE: N.T.S.
APPROVED: JLC
DATE: 2010
S-11
WATER/WASTEWATER ENGINEERING
FT. PIERCE UTILITIES AUTHORITY
SHEET 1 OF 1



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.

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FLOW PATTERNS
FOR INVERT CHANNELS
DATE: REVISION: BY: APPD:
DESIGNED: JJM
COMPUTER FILE # SEWER DETAIL 200602.DWG
DRAWN BY: JJM
SCALE: N.T.S.
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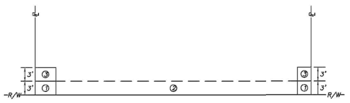
S-12
WATER/WASTEWATER ENGINEERING
FT. PIERCE UTILITIES AUTHORITY
SHEET 1 OF 1

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.


3'
3'
③
①
②
R/W
3'
3'
③
①
R/W

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 FOLLOWING 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.)

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WATER METER
PLACEMENT POLICY
03-09 02-15 SLL
DATE: REVISION: BY: APPD:
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COMPUTER FILE # WATER DETAILS 200602.DWG
DRAWN BY: SLL
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W-1
WATER/WASTEWATER ENGINEERING
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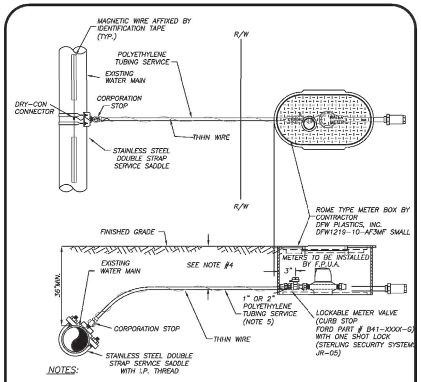
SHEET 1 OF 1


MAGNETIC WIRE AFFIXED BY IDENTIFICATION TAPE (TYP.)
R/W
POLYETHYLENE TUBING SERVICE
EXISTING WATER MAIN
DRY-CON CONNECTOR
CORPORATION STOP
WATER METER
THHN WIRE
STAINLESS STEEL DOUBLE STRAP SERVICE SADDLE
R/W
ROME TYPE METER BOX BY CONTRACTOR DFW PLASTICS, INC. DFW1219-10-AF3MF SMALL
FINISHED GRADE
METERS TO BE INSTALLED BY F.P.U.A.
EXISTING WATER MAIN
SEE NOTE #4
3"
36"MIN.
1" OR 2" POLYETHYLENE TUBING SERVICE (NOTE 5)
LOCKABLE METER VALVE (CURB STOP FORD PART # B41-XXXX-G) WITH ONE SHOT LOCK (STERLING SECURITY SYSTEMS JR-05)
CORPORATION STOP
THHN WIRE
STAINLESS STEEL DOUBLE STRAP SERVICE SADDLE WITH I.P. THREAD

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.)

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TYPICAL SINGLE WATER
SERVICE CONNECTION
03-09 DESIGN SLL JLC
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DRAWN BY: SLL
SCALE: N.T.S.
APPROVED: JLC
DATE: 2020
W-2
WATER/WASTEWATER ENGINEERING
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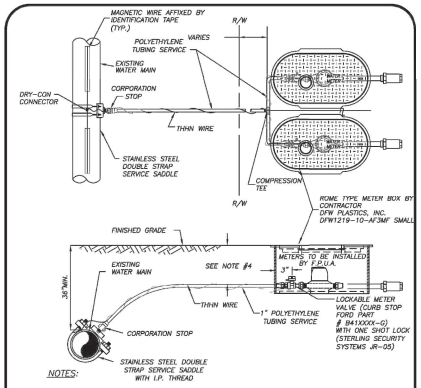
MAGNETIC WIRE AFFIXED BY IDENTIFICATION TAPE (TYP.)
R/W
VARIES
POLYETHYLENE TUBING SERVICE
EXISTING WATER MAIN
DRY-CON CONNECTOR
CORPORATION STOP
WATER METER
WATER METER
THHN WIRE
STAINLESS STEEL DOUBLE STRAP SERVICE SADDLE
COMPRESSION TEE
R/W
ROME TYPE METER BOX BY CONTRACTOR DFW PLASTICS, INC. DFW1219-10-AF3MF SMALL
FINISHED GRADE
METERS TO BE INSTALLED BY F.P.U.A.
EXISTING WATER MAIN
SEE NOTE #4
3"
36"MIN.
THHN WIRE
1" POLYETHYLENE TUBING SERVICE
LOCKABLE METER VALVE (CURB STOP FORD PART # B41XXXX-G) WITH ONE SHOT LOCK (STERLING SECURITY SYSTEMS JR-05)
CORPORATION STOP
STAINLESS STEEL DOUBLE STRAP SERVICE SADDLE WITH I.P. THREAD

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)

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TYPICAL DOUBLE WATER SERVICE CONNECTION
(N.T.S.)

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TYPICAL DOUBLE WATER
SERVICE CONNECTION
03-09 DESIGN SLL JLC
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SCALE: N.T.S.
APPROVED: JLC
DATE: 2020
W-3
WATER/WASTEWATER ENGINEERING
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BY: DATE: COMMENT:

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CONSTRUCTION GROUP

BLAINE BERGSTRESSER, P.E.

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FPUA DETAILS-03

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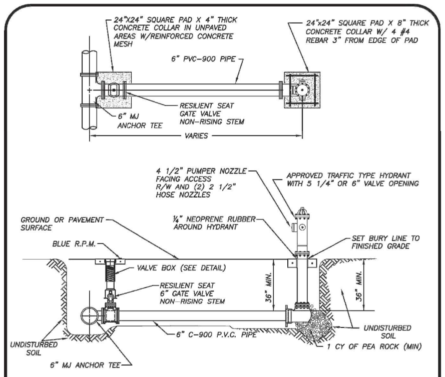
24"X24" SQUARE PAD X 4" THICK CONCRETE COLLAR IN UNPAVED AREAS W/REINFORCED CONCRETE MESH
24"x24" SQUARE PAD X 8" THICK CONCRETE COLLAR W/ 4 #4 REBAR 3" FROM EDGE OF PAD
6" PVC-900 PIPE
RESILIENT SEAT GATE VALVE NON-RISING STEM
6" MJ ANCHOR TEE
VARIES
4 1/2" PUMPER NOZZLE FACING ACCESS R/W AND (2) 2 1/2" HOSE NOZZLES
APPROVED TRAFFIC TYPE HYDRANT WITH 5 1/4" OR 6" VALVE OPENING
GROUND OR PAVEMENT SURFACE
¼" NEOPRENE RUBBER AROUND HYDRANT
BLUE R.P.M.
SET BURY LINE TO FINISHED GRADE
VALVE BOX (SEE DETAIL)
RESILIENT SEAT 6" GATE VALVE NON-RISING STEM
36" MIN.
36" MIN.
6" C-900 P.V.C. PIPE
UNDISTURBED SOIL
UNDISTURBED SOIL
1 CY OF PEA ROCK (MIN)
6" MJ ANCHOR TEE

NOTES:

1. HYDRANT SHALL BE INSTALLED PLUMB & TRUE.
2. HYDRANT SHALL BE PAINTED CARNIVAL RED FROM FACTORY.
3. HEEL TO REST IN UNDISTURBED SOIL.
4. THE ONLY HYDRANTS ACCEPTABLE ARE: MUELLER SUPER CENTURION 250 OR AMERICAN 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 (7FT-6IN.) IN FRONT OF AND TO THE SIDES OF THE FIRE HYDRANTS, WITH FOUR FOOT (4 FT.) CLEARANCE TO THE REAR OF HYDRANTS SHALL BE MAINTAINED.

TYPICAL FIRE HYDRANT ASSEMBLY

(N.T.S.)

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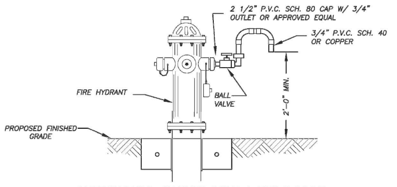
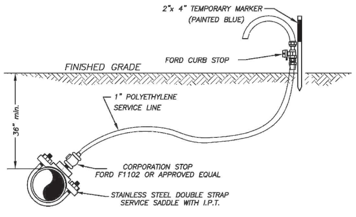
TYPICAL FIRE HYDRANT ASSEMBLY				W-5
03-09	DESIGN	SLL	JLC	
DATE:	REVISION:	BY:	APPD:	WATER/WASTEWATER ENGINEERING
DESIGNED: JLC	COMPUTER FILE #: WATERDETAIL.DWG			FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL	SCALE: N.T.S.			
APPROVED: JLC	DATE: 2010			SHEET 1 OF 1


2 1/2" P.V.C. SCH. 80 CAP W/ 3/4" OUTLET OR APPROVED EQUAL
3/4" P.V.C. SCH. 40 OR COPPER
FIRE HYDRANT
BALL VALVE
2'-0" MIN.
PROPOSED FINISHED GRADE

BACTERIOLOGICAL SAMPLING POINT @ FIRE HYDRANT

(N.T.S.)


2"x 4" TEMPORARY MARKER (PAINTED BLUE)
FORD CURB STOP
FINISHED GRADE
1" POLYETHYLENE SERVICE LINE
36" min.
CORPORATION STOP FORD F1102 OR APPROVED EQUAL
STAINLESS STEEL DOUBLE STRAP SERVICE SADDLE WITH I.P.T.

BACTERIOLOGICAL SAMPLING POINT @ WATER MAIN

(N.T.S.)

NOTE:

AFTER TESTING REMOVE 1" P.E. LINE AND CAP WITH BRASS PLUG AT CORPORATION STOP.

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BACTERIOLOGICAL SAMPLING PONIT DETAIL				W-6
03-09	02-15	SLL	JLC	
DATE:	REVISION:	BY:	APPD:	WATER/WASTEWATER ENGINEERING
DESIGNED: JLC	COMPUTER FILE #: WATERDETAIL.DWG			FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL	SCALE: N.T.S.			
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 OR C-906, STANDARD CODE DESIGNATION PE3408, PIPE CLASS 200, DIMENSION RATIO (DR) 17 FOR DIRECT BURY, (DR) 11 FOR DIRECTIONAL BORING, AND (DR) 9 FOR 2 INCH AND SMALLER PIPELINES.
3. WATER MAIN, WHERE SPECIFIED AS DUCTILE IRON PIPE , SHALL CONFORM TO ANSI/AWWA C151/A21.51 AND SHALL BE PRESSURE CLASS 250 (MINIMUM).
4. POLYVINYL CHLORIDE WATER MAIN SHALL BE BLUE IN COLOR OR WHITE IN COLOR WITH BLUE STRIPES. THE USE OF IDENTIFICATION TAPE ATTACHED TO THE TOP OF THE PIPE MAY BE USED IN LIEU OF MARKING ON THE PIPE, ALSO DIP PIPE SHALL REQUIRE THE USE OF IDENTIFICATION TAPE AND THHN WIRE.
5. FITTINGS SHALL BE DUCTILE IRON CONFORMING TO ANSI/AWWA C-110/A21.10, CLASS 250 MIN., CEMENT LINED AND FACTORY COATED
6. GATE VALVES SHALL BE MUELLER RESILIENT SEAT, KENNDY KEN-SEAL, AMERICAN OR APPROVED EQUAL. VALVES SHALL CONFORM TO AWWA C-509.
7. WATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY, COUNTY, FDOT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
8. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE FPUA ENGINEER AND CITY/COUNTY/FDOT ENGINEER.
9. THE CONTRACTOR SHALL NOTIFY FPUA ENGINEERING AND CITY/COUNTY/FDOT ENGINEERING 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
10. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, FPUA, AND CITY/COUNTY/FDOT ENGINEER SHALL BE MANDATORY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
11. TRAFFIC CONTROL, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF OF TRANSPORTATION STANDARDS AND APPROVED BY THE CITY ENGINEER.
12. MINIMUM COVER SHALL BE 36 INCHES EXCEPT AS APPROVED BY THE UTILITIES ENGINEER AND CITY/COUNTY/FDOT ENGINEER. PIPES WITH COVER LESS THAN 30 INCHES SHALL BE CONSTRUCTED OF DUCTILE IRON OR IN PVC CASING.
13. DISTURBED AREAS SHALL BE RESTORED IN CONFORMANCE WITH THE APPLICABLE GOVERNING AGENCY REQUIREMENTS.
14. EXISTING UTILITIES AND DRAINAGE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY THE CONTRACTOR.
15. WATER MAINS SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE APPLICABLE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AWWA C-651 FOR DISINFECTION.

WATER DISTRIBUTION				G-1 NOTES
02-06				
DATE:	REVISION:	BY:	APPD:	WATER/WASTEWATER ENGINEERING
DESIGNED: JJM	COMPUTER FILE #: DETAIL NOTES 200602.DWG			FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: JJM	SCALE: N.T.S.			
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-3034.
3. THE MANHOLE BASE SHALL BE SET ON A FIRM, DRY AND STABLE OR COMPACTED BASE FOUNDATION. IF NECESSARY, THE CONTRACTOR SHALL UTILIZE ROCK TO PROVIDE A FIRM AND SUITABLE MANHOLE BASE FOUNDATION.
4. WASTEWATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY ENGINEERING DEPARTMENT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THEN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
5. A 1% MINIMUM SLOPE SHALL BE MAINTAINED ON ALL SANITARY SERVICE LATERALS.
6. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER CONSISITING OF PIPE SIZES, LOCATION OF SERVICE TEE WYES, DIAMETER OF SERVICES, LOCATION OF ANY FITTINGS, FINAL RIM AND INVERT ELEVATION OF ALL MANHOLES AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT.
7. MAINTAIN SIX FEET AND PREFERABLY 10 FEET HORIZONTAL DISTANCE BETWEEN WATER MAINS AND SEWER MAINS AS A MINIMUM.
8. WASTEWATER FORCE MAINS, WASTEWATER COLLECTION LINES, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. A MINIMUM VERTICAL DISTANCE OF 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE SHALL BE PROVIDED WHENEVER POSSIBLE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER PIPE JOINTS ARE EQUIDISTANCE FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
9. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, AND FPUA/CITY COUNTY/FDOT SHALL BE MANDATORY PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
10. NO FIELD CHANGES OR DEVIATIONS FORM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL FPUA/CITY/COUNTY/FDOT ENGINEER,
11. TRAFFIC CONTROL, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
12. CONTRACTOR SHALL NOTIFY FORT PIERCE UTILITIES AUTHORITY 48 HOURS PRIOR TO COMMMENCING CONSTRUCTION.
13. WASTEWATER FORCE MAIN SHALL BE POLYVINYL CHLORIDE CONFORMING TO AWWA C-900, AND SHALL BE CLASS 150, DR-18.
14. WASTEWATER FORCE MAIN SHALL BE GREEN IN COLOR.
15. FITTINGS SHALL BE DUCTILE IRON, CONFORMING TO ANSI/AWWA C-110/A21.10 CLASS 250 MIN. AND INTERIOR EPOXY COATED.
16. WASTEWATER FORCE MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN WIRE (GREEN IN COLOR) PERMANENTLY ATTACHED TO THE TOP OF THE FORCE MAIN WITH LOCATOR TAPE MARKED "SEWER" ON TAPE IN ACCORDANCE WITH FPUA SPECIFICATIONS.
17. MINIMUM COVER SHALL BE 36 INCHES, PIPES WITH COVER LESS THAN 30 INCHES SHALL REQUIRE PRIOR APPROVAL OF THE UTILITES ENGINEER AND SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE.
18. EACH SERVICE LATERAL WILL BE MARKED WITH A LOCATOR BALL AS MANUFACTURED BY 3M CORPORATION, OR APPROVED EQUAL AS REQUIRED BY FPUA ENGINEER.
19. ALL MANHOLES SHALL HAVE SEWER RAIN GUARDS INSTALLED AS REQUIRED BY FPUA ENGINEER.
20. THE CONTRACTOR SHALL COMPLY WITH THE FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

WASTEWATER CONSTRUCTION NOTES FPUA REQUIREMENTS				G-2 CONSTRUCTION NOTES
02-06				
DATE:	REVISION:	BY:	APPD:	WATER/WASTEWATER ENGINEERING
DESIGNED: JJM	COMPUTER FILE #: DETAIL NOTES 200602.DWG			FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: JJM	SCALE: N.T.S.			
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.

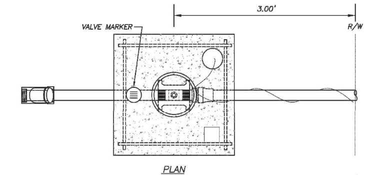
A MINIMUM 6-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN GRAVITY OR PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN 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 ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER.

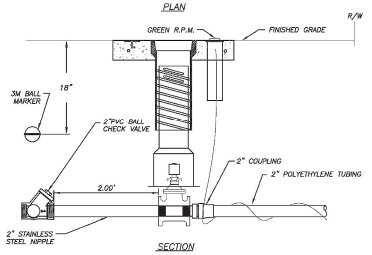
WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 6 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWER) WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).

3. ALL DIP SHALL BE PRESSURE CLASS 250 MIN.. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN ENGINEER.

STANDARD SEPARATION STATEMENT FOR WATER/SEWER CONFLICT				G-3 WATER/SEWER CONFLICT
02-06				
DATE:	REVISION:	BY:	APPD:	WATER/WASTEWATER ENGINEERING
DESIGNED: JJM	COMPUTER FILE #: DETAIL NOTES 200602.DWG			FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: JJM	SCALE: N.T.S.			
APPROVED: JLC	DATE: 2010			SHEET 1 OF 1



PLAN



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
FT. PIERCE UTILITIES AUTHORITY
WATER/WASTEWATER ENGINEERING
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
772-466-1600

GRINDER STATION CONNECTION				S-16
03-09	DESIGN	SLL	JLC	
DATE:	REVISION:	BY:	APPD:	WATER/WASTEWATER ENGINEERING
DESIGNED: JLC	COMPUTER FILE #: COMPUTER#			FT. PIERCE UTILITIES AUTHORITY
DRAWN BY: SLL	SCALE: N.T.S. SCALE			
APPROVED: JLC	DATE: 2010			SHEET 1 OF 1

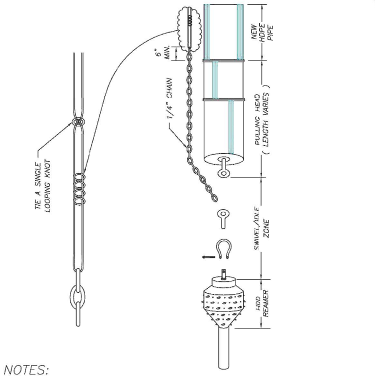
BY:	DATE:	COMMENT:

INTEGRITY 1ST
CONSTRUCTION GROUP

BLAINE BERGSTRESSER, P.E.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

FPUA DETAILS-04


TIE A SINGLE LOOPING KNOT
6" MIN.
1/4" CHAIN
NEW HDPE PIPE
PULLING HEAD (LENGTH VARIES)
SWIVEL/YOLE ZONE
HDD REAMER

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 – 1245B-EHS-500 / 1245B-EHS-1000 / 1245B-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)

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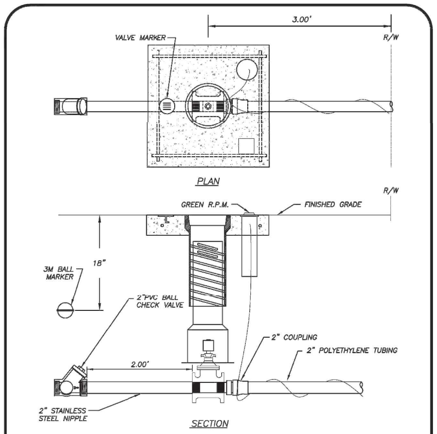
FT. PIERCE UTILITIES AUTHORITY
WATER/WASTEWATER ENGINEERING
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
772-466-1600

DIRECTIONAL BORE WIRE ATTACHMENT			M–16
03–09	CONCRETE SLAB	SLL	JLC
DATE:	REVISION:	BY:	APPD:
DESIGNED: JLC	COMPUTER FILE #: MISC DETAILS 200602.DWG		WATER/WASTEWATER ENGINEERING
DRAWN BY: SLL	SCALE:		FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC	DATE: 2015		SHEET 1 OF 1


3.00'
VALVE MARKER
R/W
PLAN
GREEN R.P.M.
FINISHED GRADE
R/W
3M BALL MARKER
18"
2"PVC BALL CHECK VALVE
2" COUPLING
2" POLYETHYLENE TUBING
2.00'
2" STAINLESS STEEL NIPPLE
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
FT. PIERCE UTILITIES AUTHORITY
WATER/WASTEWATER ENGINEERING
1701 SOUTH 37TH STREET
FT. PIERCE, FLORIDA 34947
772-466-1600

GRINDER STATION CONNECTION			S–16
03–09	DESIGN	SLL	JLC
DATE:	REVISION:	BY:	APPD:
DESIGNED: JLC	COMPUTER FILE #: COMPUTER#		WATER/WASTEWATER ENGINEERING
DRAWN BY: SLL	SCALE: N.T.S. SCALE		FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC	DATE: 2010		SHEET 1 OF 1

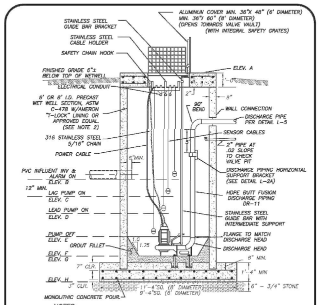
BY:	DATE:	COMMENT:

INTEGRITY 1ST
CONSTRUCTION GROUP

BLAINE BERGSTRESSER, P.E.

811 KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG

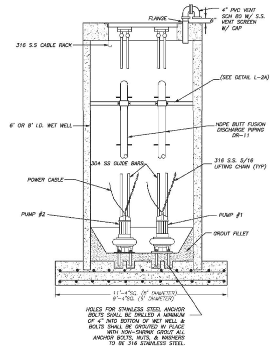
FPUA DETAILS-05


ALUMINUN COVER MIN. 36"X 48" (6' DIAMETER)
MIN. 36"X 60" (8' DIAMETER)
(OPENS TOWARDS VALVE VAULT)
(WITH INTEGRAL SAFETY GRATES)
STAINLESS STEEL GUIDE BAR BRACKET
STAINLESS STEEL CABLE HOLDER
SAFETY CHAIN HOOK
FINISHED GRADE 6"± BELOW TOP OF WETWELL
ELECTRICAL CONDUIT
ELEV. A
1'-0"
2"
8"
90° BEND
WALL CONNECTION
DISCHARGE PIPE PER DETAIL L-5
6' OR 8' I.D. PRECAST WET WELL SECTION, ASTM C-478 W/AMERON "T-LOCK" LINING OR APPROVED EQUAL. (SEE NOTE 2)
316 STAINLESS STEEL 5/16" CHAIN
POWER CABLE
SENSOR CABLES
5'
2" PIPE AT .02 SLOPE TO CHECK VALVE PIT
6"MIN.
PVC INFLUENT INV & ALARM ON ELEV. B
12" MIN.
DISCHARGE PIPING HORIZONTAL SUPPORT BRACKET (SEE DETAIL L-2A)
LAG PUMP ON ELEV. C
HDPE BUTT FUSION DISCHARGE PIPING DR-11
LEAD PUMP ON ELEV. D
STAINLESS STEEL GUIDE BAR WITH INTERMEDIATE SUPPORT
PUMP OFF ELEV. E
FLANGE TO MATCH DISCHARGE HEAD
1.0
1.75
GROUT FILLET
DISCHARGE HEAD
ELEV. F
ELEV. G
6" MIN.
7" CLR.
1'-4" MIN
ELEV. H
3" CLR.
11'-4"SQ. (8' DIAMETER)
9'-4"SQ. (6' DIAMETER)
6" - 3/4" STONE
MONOLITHIC CONCRETE POUR.

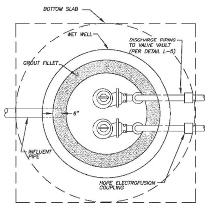
NOTES:

1. ALL INTERIOR CONCRETE SURFACES OF WET WELL NOT COVERED WITH AMERON "T-LOCK" SHALL HAVE 2 COATS OF COAL TAR EPOXY IN INSTANCES WHERE FPUA ENGINEERING DIRECTS.
2. "T-LOCK" OR APPROVED EQUAL SHALL ALSO BE REQUIRED ON ALL STRUCTURE PENETRATIONS AND THE INTERIOR OF THE TOP SLAB.
3. TRIPLEX MASTER LIFT STATIONS SHALL HAVE 12' DIAMETER WETWELL.
4. MINIMUM SIZE DISCHARGE PIPING SHALL BE AS FOLLOWS: 4" FOR 6' DIA WETWELL, 6" FOR 8' DIA WETWELL, AND 8" FOR 12' DIA WETWELL.
5. STRUCTURAL DESIGN- PER MANUFACTURERS SHOP DRAWINGS.
6. FLOATATION PER DESIGN ENGINEER.

FPUA COMMUNITY PROUD
LIFT STATION
SECTION VIEW
L-1
2015
DATE: REVISION: BY: APPD:
WATER/WASTEWATER ENGINEERING
DESIGNED: JMM
COMPUTER FILE # LIFT STATION DETAILS200602.DWG
DRAWN BY: JMM
SCALE: N.T.S.
FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC
DATE: FEBRUARY 2017
SHEET 1 OF 1


FLANGE
4" PVC VENT SCH 80 W/ S.S. VENT SCREEN W/ CAP
6"
316 S.S CABLE RACK
(SEE DETAIL L-2A)
6' OR 8' I.D. WET WELL
HDPE BUTT FUSION DISCHARGE PIPING DR-11
304 SS GUIDE BARS
316 S.S. 5/16 LIFTING CHAIN (TYP)
POWER CABLE
PUMP #2
PUMP #1
GROUT FILLET
11'-4"SQ. (8' DIAMETER)
9'-4"SQ. (6' DIAMETER)
HOLES FOR STAINLESS STEEL ANCHOR BOLTS SHALL BE DRILLED A MINIMUM OF 4" INTO BOTTOM OF WET WELL & BOLTS SHALL BE GROUTED IN PLACE WITH NON-SHRINK GROUT ALL ANCHOR BOLTS, NUTS, & WASHERS TO BE 316 STAINLESS STEEL.

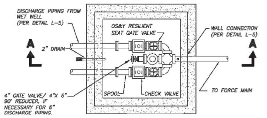
FPUA COMMUNITY PROUD
SECTION VIEW-DUPLEX
PUMP INSTALLATION
L-2
DATE: REVISION: BY: APPD:
WATER/WASTEWATER ENGINEERING
DESIGNED: JMM
COMPUTER FILE # LIFT STATION DETAILS200602.DWG
DRAWN BY: JMM
SCALE: N.T.S.
FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC
DATE: FEBRUARY 2017
SHEET 1 OF 1


BOTTOM SLAB
WET WELL
DISCHARGE PIPING TO VALVE VAULT (PER DETAIL L-5)
GROUT FILLET
6"
INFLUENT PIPE
HDPE ELECTROFUSION COUPLING

NOTE:

TOP SLAB NOT SHOWN FOR CLARITY

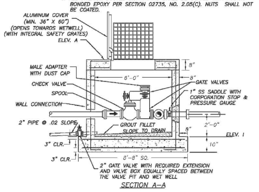
FPUA COMMUNITY PROUD
LIFT STATION
PLAN VIEW
L-3
DATE: REVISION: BY: APPD:
WATER/WASTEWATER ENGINEERING
DESIGNED: JJM
COMPUTER FILE # LIFT STATION DETAILS200602.DWG
DRAWN BY: JJM
SCALE: N.T.S.
FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC
DATE: DECEMBER 2007
SHEET 1 OF 1


DISCHARGE PIPING FROM WET WELL (PER DETAIL L-5)
OS&Y RESILIENT SEAT GATE VALVE
WALL CONNECTION (PER DETAIL L-5)
A
2" DRAIN
A
4" GATE VALVE/ 4"X 6" 90° REDUCER, IF NECESSARY FOR 6" DISCHARGE PIPING.
SPOOL
CHECK VALVE
TO FORCE MAIN

PLAN

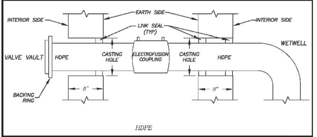
NOTES:

1. TOP SLAB NOT SHOWN FOR CLARITY
2. VALVES, PIPES, & FITTINGS ALL 4" I.D. OR LARGER FOR DISCHARGE PIPING. (AS PER SECTIONS 02600 & 02732)
3. ALL INTERIOR DUCTILE IRON PIPING SHALL BE COATED WITH FUSION BONDED EPOXY PER SECTION 02735, NO. 2.05(C). NUTS SHALL NOT BE COATED.


ALUMINUM COVER (MIN. 36" X 60") (OPENS TOWARDS WETWELL) (WITH INTEGRAL SAFETY GRATES)
ELEV. A
8"
MALE ADAPTER WITH DUST CAP
6'-0"
8"
GATE VALVES
CHECK VALVE
SPOOL
1" SS SADDLE WITH CORPORATION STOP & PRESSURE GAUGE
WALL CONNECTION
2" PIPE @ .02 SLOPE
GROUT FILLET SLOPE TO DRAIN
2'-0"
8"
ELEV. I
3" CLR.
10"
3" CLR.
8'-8" SQ.
2" GATE VALVE WITH REQUIRED EXTENSION AND VALVE BOX EQUALLY SPACED BETWEEN THE VALVE PIT AND WET WELL

SECTION A-A

FPUA COMMUNITY PROUD
LIFT STATION
VALVE PIT
L-4
2015
DATE: REVISION: BY: APPD:
WATER/WASTEWATER ENGINEERING
DESIGNED: JLC
COMPUTER FILE # LIFT STATION DETAILS200602.DWG
DRAWN BY: SLL
SCALE: N.T.S.
FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC
DATE: DECEMBER 2007
SHEET 1 OF 1

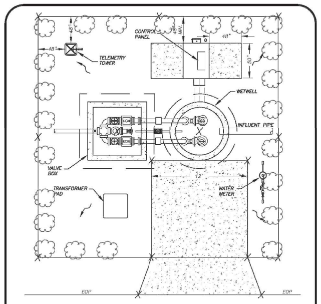

INTERIOR SIDE
EARTH SIDE
INTERIOR SIDE
LINK SEAL (TYP)
WETWELL
VALVE VAULT
HDPE
CASTING HOLE
ELECTROFUSION COUPLING
CASTING HOLE
HDPE
BACKING RING
8"
8"
HDPE

NOTE:

1) MODEL "OS-316" LINK-SEAL MODULAR SEALS WITH NITRILE ELEMENTS OR APPROVED EQUAL.
2) CASTING HOLE DIAMETER VARIES WITH THE SIZE OF WET-WELL DISCHARGE PIPE.

DISCHARGE PIPE	CASTING HOLE DIAMETER
4" HDPE DR-11	8 INCHES
6" HDPE DR-11	10 INCHES

FPUA COMMUNITY PROUD
LIFT STATION TO VALVE VAULT
PIPING CONNECTION DETAIL
L-5
DATE: REVISION: BY: APPD:
WATER/WASTEWATER ENGINEERING
DESIGNED: JJM
COMPUTER FILE # LIFT STATION DETAILS200602.DWG
DRAWN BY: JJM
SCALE: N.T.S.
FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC
DATE: DECEMBER 2007
SHEET 1 OF 1

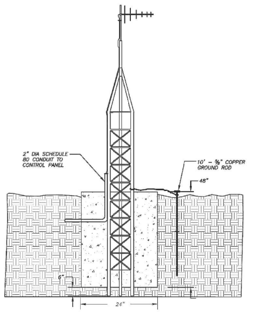

48"
CONTROL PANEL
48" MIN.
48"
48"
TELEMETRY TOWER
50"
WETWELL
INFLUENT PIPE
VALVE BOX
12'
TRANSFORMER PAD
WATER METER
EOP
EOP

TYPICAL LIFT STATION EASEMENT LAYOUT
N.T.S

NOTES:

1) ONLY TO BE USED FOR GENERAL SITE LAYOUT. REFER TO FPUA'S LIFT STATIONS, PUMPS, AND CONTROL DESIGN AND CONSTRUCTION STANDARDS 02735 FOR SPECIFIC CONSTRUCTION REQUIREMENTS.
2) LANDSCAPE AROUND LIFT STATION PER LOCAL ORDINANCE. (COCO PLUM)
3) AREA TO BE LAID WITH SOD.
4) BOLD "X" REPRESENTS ELEVATIONS NECESSARY TO CONFIRM DRAINAGE AND INSTALLATION REQUIREMENTS.
5) LIFT STATION EASEMENT SHALL MEASURE 30' x 30' (MINIMUM)

FPUA COMMUNITY PROUD
LIFT STATION
LAYOUT PLAN
L-6
2015 CONCRETE PAD SLL JLC
DATE: REVISION: BY: APPD:
WATER/WASTEWATER ENGINEERING
DESIGNED: JLC
COMPUTER FILE # LIFT STATION DETAILS200602.DWG
DRAWN BY: SLL
SCALE: N.T.S.
FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC
DATE: AUGUST 2014
SHEET 1 OF 1

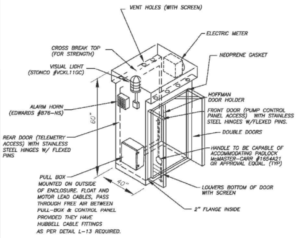

2" DIA SCHEDULE 80 CONDUIT TO CONTROL PANEL
10' - ⅝" COPPER GROUND ROD
48"
6"
24"

NOTE

1. CONSTRUCT TELEMETRY TOWER SUCH THAT THE ANTENNA IS AT LEAST 10 FEET AWAY FROM ELECTRIC DISTRIBUTION LINES.

150 MPH WIND RATED

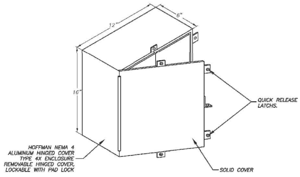
FPUA COMMUNITY PROUD
RADIO TOWER LAYOUT - REMOTE SITE
L-7
2015
DATE: REVISION: BY: APPD:
WATER/WASTEWATER ENGINEERING
DESIGNED: JJM
COMPUTER FILE # LIFT STATION DETAILS200602.DWG
DRAWN BY: JJM
SCALE: N.T.S.
FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC
DATE: DECEMBER 2007
SHEET 1 OF 1


VENT HOLES (WITH SCREEN)
ELECTRIC METER
CROSS BREAK TOP (FOR STRENGTH)
NEOPRENE GASKET
VISUAL LIGHT (STONCO #VCKL11GC)
HOFFMAN DOOR HOLDER
ALARM HORN (EDWARDS #876-NS)
FRONT DOOR (PUMP CONTROL PANEL ACCESS) WITH STAINLESS STEEL HINGES W/FLEXED PINS.
60"
REAR DOOR (TELEMETRY ACCESS) WITH STAINLESS STEEL HINGES W/ FLEXED PINS
DOUBLE DOORS
HANDLE TO BE CAPABLE OF ACCOMMODATING PADLOCK McMASTER-CARR #1654A21 OR APPROVAL EQUAL. (TYP)
PULL BOX MOUNTED ON OUTSIDE OF ENCLOSURE. FLOAT AND MOTOR LEAD CABLES, PASS THROUGH FREE AIR BETWEEN PULL-BOX & CONTROL PANEL PROVIDED THEY HAVE HUBBELL CABLE FITTINGS AS PER DETAIL L-13 REQUIRED.
40"
LOUVERS BOTTOM OF DOOR WITH SCREEN
2" FLANGE INSIDE

NOTES:

1. ATTACH ENCLOSURE TO EQUIPMENT PAD WITH A MINIMUM OF 12- 3/8" x 3 1/2" STAINLESS STEEL DRILLED ANCHORS.
2. ENCLOSURE SHALL BE OF 1/8" GAUGE 5052 ALUMINUM.

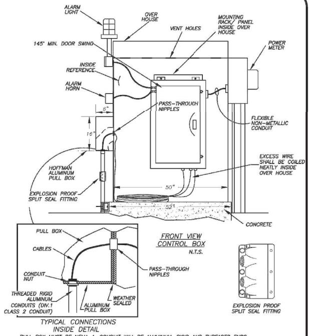
FPUA COMMUNITY PROUD
LIFT STATION
OVER-HOUSE CONTROL PANEL
L-8
DATE: REVISION: BY: APPD:
WATER/WASTEWATER ENGINEERING
DESIGNED: JJM
COMPUTER FILE # LIFT STATION DETAILS200602.DWG
DRAWN BY: JJM
SCALE: N.T.S.
FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC
DATE: DECEMBER 2007
SHEET 1 OF 1


12"
6"
16"
QUICK RELEASE LATCHS.
HOFFMAN NEMA 4 ALUMINUM HINGED COVER TYPE 4X ENCLOSURE REMOVABLE HINGED COVER, LOCKABLE WITH PAD LOCK
SOLID COVER

NOTES

1. MOTOR LEADS AND FLOAT LEADS SHALL BE CONTINUOUS THROUGH PULL BOX.
2. CABLES FROM PULL BOX TO CONTROL PANEL SHALL BE SEALED OFF WITH HUBBLE FITTINGS P-200KLBK (SEE DETAIL L-10.)
3. CAT NO. A-16P12AL (16" X 12" X 6"), LARGER ENCLOSER MAY BE REQUIRED.

FPUA COMMUNITY PROUD
LIFT STATION
PULL BOX
L-9
2015
DATE: REVISION: BY: APPD:
WATER/WASTEWATER ENGINEERING
DESIGNED: JJM
COMPUTER FILE # LIFT STATION DETAILS200602.DWG
DRAWN BY: JJM
SCALE: N.T.S.
FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC
DATE: DECEMBER 2007
SHEET 1 OF 1


ALARM LIGHT
OVER HOUSE
VENT HOLES
MOUNTING RACK/ PANEL INSIDE OVER HOUSE
145° MIN. DOOR SWING
POWER METER
INSIDE REFERENCE
ALARM HORN
PASS-THROUGH NIPPLES
6"
16"
FLEXIBLE NON-METALLIC CONDUIT
EXCESS WIRE SHALL BE COILED NEATLY INSIDE OVER HOUSE
HOFFMAN ALUMINUM PULL BOX
EXPLOSION PROOF SPLIT SEAL FITTING
50"
52"
CONCRETE
FRONT VIEW CONTROL BOX
N.T.S.
PULL BOX
CABLES
PASS-THROUGH NIPPLES
CONDUIT NUT
THREADED RIGID ALUMINUM CONDUITS (DIV.1 CLASS 2 CONDUIT)
ALUMINUM PULL BOX
WEATHER SEALED
EXPLOSION PROOF SPLIT SEAL FITTING
TYPICAL CONNECTIONS INSIDE DETAIL

PULL BOX MUST BE NEMA 4, CONDUIT WILL BE ALUMINUM, RIGID AND THREADED ENDS, CONNECTIONS FROM ELBOW TO BOTTOM OF PULL BOX, AS PER "NFPA 820 STANDARDS, CLASS1 DIVISION2, AND NEC, SECTION 501-4 UNDER EXCEPTION4.

FPUA COMMUNITY PROUD
CONTROL PANEL / OVERHOUSE
FRONT VIEW
L-10
2014
DATE: REVISION: BY: APPD:
WATER/WASTEWATER ENGINEERING
DESIGNED: JLC
COMPUTER FILE # LIFT STATION DETAILS200602.DWG
DRAWN BY: SLL
SCALE: N.T.S.
FT. PIERCE UTILITIES AUTHORITY
APPROVED: JLC
DATE: DECEMBER 2007
SHEET 1 OF 1

BY: DATE: COMMENT:

INTEGRITY 1ST
CONSTRUCTION GROUP

BLAINE BERGSTRESSER, P.E.

811 KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG

LIFT STATION

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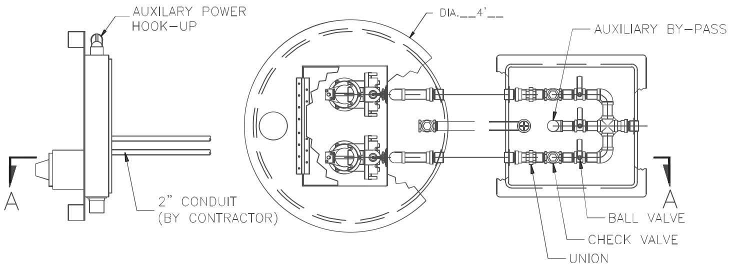
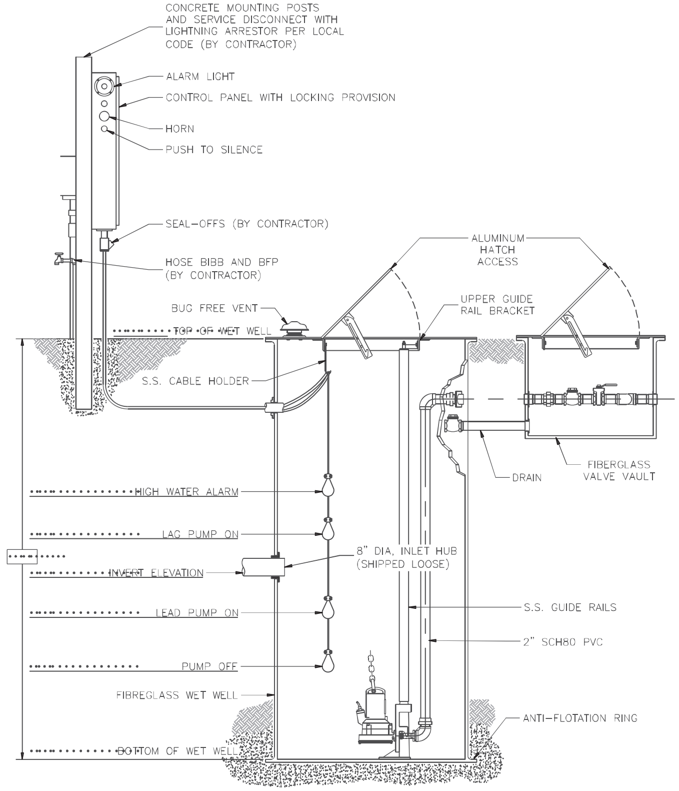
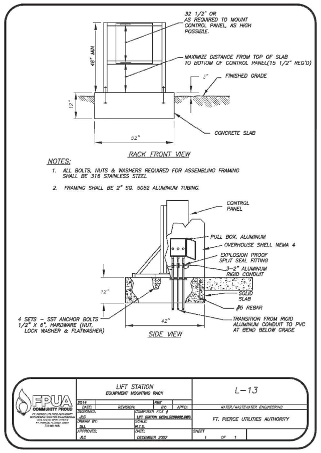

AUXILARY POWER HOOK-UP
DIA.__4'__
AUXILIARY BY-PASS
A
A
2" CONDUIT (BY CONTRACTOR)
BALL VALVE
CHECK VALVE
UNION

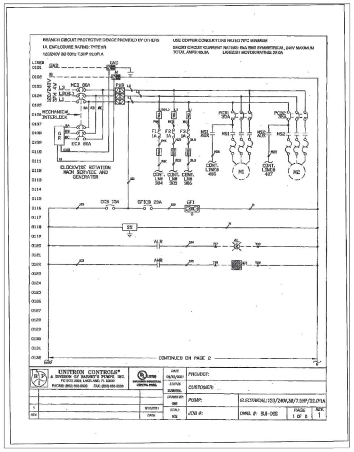

CONCRETE MOUNTING POSTS AND SERVICE DISCONNECT WITH LIGHTNING ARRESTOR PER LOCAL CODE (BY CONTRACTOR)
ALARM LIGHT
CONTROL PANEL WITH LOCKING PROVISION
HORN
PUSH TO SILENCE
SEAL-OFFS (BY CONTRACTOR)
HOSE BIBB AND BFP (BY CONTRACTOR)
BUG FREE VENT
TOP OF WET WELL
ALUMINUM HATCH ACCESS
UPPER GUIDE RAIL BRACKET
S.S. CABLE HOLDER
FIBERGLASS VALVE VAULT
DRAIN
HIGH WATER ALARM
LAG PUMP ON
8" DIA. INLET HUB (SHIPPED LOOSE)
INVERT ELEVATION
S.S. GUIDE RAILS
LEAD PUMP ON
2" SCH80 PVC
PUMP OFF
FIBREGLASS WET WELL
ANTI-FLOTATION RING
BOTTOM OF WET WELL

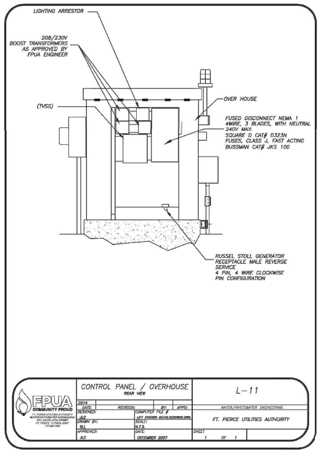

32 1/2" OR AS REQUIRED TO MOUNT CONTROL PANEL, AS HIGH POSSIBLE.
48" MIN
MAXIMIZE DISTANCE FROM TOP OF SLAB TO BOTTOM OF CONTROL PANEL(15 1/2" REQ'D)
3"
FINISHED GRADE
12"
CONCRETE SLAB
52"
RACK FRONT VIEW
CONTROL PANEL
PULL BOX, ALUMINUM
OVERHOUSE SHELL NEMA 4
EXPLOSION PROOF SPLIT SEAL FITTING
3-2" ALUMINUM RIGID CONDUIT
SOLID SLAB
#5 REBAR
12"
42"
4 SETS - SST ANCHOR BOLTS 1/2" X 6", HARDWARE (NUT, LOCK WASHER & FLATWASHER)
TRANSITION FROM RIGID ALUMINUM CONDUIT TO PVC AT BEND BELOW GRADE
SIDE VIEW
FPUA COMMUNITY PROUD

NOTES:

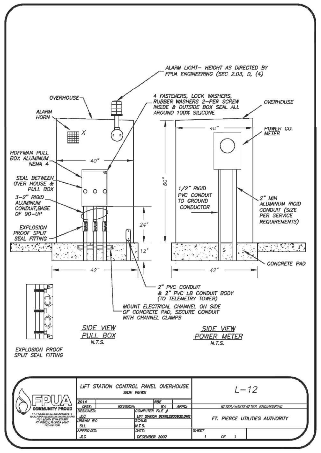
1. ALL BOLTS, NUTS & WASHERS REQUIRED FOR ASSEMBLING FRAMING SHALL BE 316 STAINLESS STEEL
2. FRAMING SHALL BE 2" SQ. 5052 ALUMINUM TUBING.

LIFT STATION
EQUIPMENT MOUNTING RACK
L-13
2014 RBE
DATE: REVISION: BY: APPD:
DESIGNED: JLC
COMPUTER FILE # LIFT STATION DETAILS200802.DWG
DRAWN BY: SLL
SCALE: N.T.S.
APPROVED: JLC
DATE: DECEMBER 2007
WATER/WASTEWATER ENGINEERING
FT. PIERCE UTILITIES AUTHORITY
SHEET 1 OF 1


BRANCH CIRCUIT PROTECTIVE DEVICE PROVIDED BY OTHERS
UL ENCLOSURE RATING: TYPE 3R
120/240V 3Ø 60Hz 7.5HP 22.0FLA
USE COPPER CONDUCTORS RATED 75°C MINIMUM
SHORT CIRCUIT CURRENT RATING: 5kA RMS SYMMETRICAL, 240V MAXIMUM
TOTAL AMPS: 65.3A LARGEST MOTOR RATING: 22.0A
LINE#
GND
N
120/240V 3PH 4W
L3
L2(HL)
L1
MCB 80A
PDB
MECHANICAL INTERLOCK
GR
ECB 80A
CLOCKWISE ROTATION MAIN SERVICE AND GENERATOR
F1 1A
F2 1A
F3 1A
CONT. LN# 304
CONT. LN# 305
CONT. LN# 306
PCB1 35A
MS1 AUX
MS1
CONT. LINE# 406
M1
PCB2 35A
MS2 AUX
MS2
CONT. LINE# 407
M2
CCB 15A
GFICB 20A
GFI
SS
ALR
AL
AHR
AH
CONTINUED ON PAGE 2
UNITRON CONTROLS® A DIVISION OF BARNEY'S PUMPS, INC.
PROJECT:
CUSTOMER:
PUMP:
ELECTRICAL:120/240V,3Ø/7.5HP/22.0FLA
JOB #:
DWG. #: SUI-DSS
PAGE 1 OF 8
REV. 1


LIGHTING ARRESTOR
208/230V BOOST TRANSFORMERS AS APPROVED BY FPUA ENGINEER
(TVSS)
OVER HOUSE
FUSED DISCONNECT NEMA 1 4WIRE, 3 BLADES, WITH NEUTRAL 240V MAX. SQUARE D CAT# D323N FUSES, CLASS J, FAST ACTING BUSSMAN CAT# JKS 100
RUSSEL STOLL GENERATOR RECEPTACLE MALE REVERSE SERVICE 4 PIN, 4 WIRE CLOCKWISE PIN CONFIGURATION
FPUA COMMUNITY PROUD

CONTROL PANEL / OVERHOUSE
REAR VIEW
L-11
2014
DATE: REVISION: BY: APPD:
DESIGNED: JLC
COMPUTER FILE # LIFT STATION DETAILS200802.DWG
DRAWN BY: SLL
SCALE: N.T.S.
APPROVED: JLC
DATE: DECEMBER 2007
WATER/WASTEWATER ENGINEERING
FT. PIERCE UTILITIES AUTHORITY
SHEET 1 OF 1


ALARM LIGHT- HEIGHT AS DIRECTED BY FPUA ENGINEERING (SEC 2.03, D, (4)
OVERHOUSE
ALARM HORN
4 FASTENERS, LOCK WASHERS, RUBBER WASHERS 2-PER SCREW INSIDE & OUTSIDE BOX SEAL ALL AROUND 100% SILICONE
OVERHOUSE
POWER CO. METER
40"
HOFFMAN PULL BOX ALUMINUM NEMA 4
SEAL BETWEEN OVER HOUSE & PULL BOX
3-2" RIGID ALUMINUM CONDUIT,BASE OF 90-UP
EXPLOSION PROOF SPLIT SEAL FITTING
60"
1/2" RIGID PVC CONDUIT TO GROUND CONDUCTOR
2" MIN ALUMINUM RIGID CONDUIT (SIZE PER SERVICE REQUIREMENTS)
24"
12"
42"
CONCRETE PAD
2" PVC CONDUIT & 2" PVC LB CONDUIT BODY (TO TELEMETRY TOWER)
MOUNT ELECTRICAL CHANNEL ON SIDE OF CONCRETE PAD, SECURE CONDUIT WITH CHANNEL CLAMPS
SIDE VIEW PULL BOX N.T.S.
SIDE VIEW POWER METER N.T.S.
EXPLOSION PROOF SPLIT SEAL FITTING
FPUA COMMUNITY PROUD

LIFT STATION CONTROL PANEL OVERHOUSE
SIDE VIEWS
L-12
2014 RBE
DATE: REVISION: BY: APPD:
DESIGNED: JLC
COMPUTER FILE # LIFT STATION DETAILS200802.DWG
DRAWN BY: SLL
SCALE: N.T.S.
APPROVED: JLC
DATE: DECEMBER 2007
WATER/WASTEWATER ENGINEERING
FT. PIERCE UTILITIES AUTHORITY
SHEET 1 OF 1

BY:	DATE:	COMMENT:

INTEGRITY 1ST
CONSTRUCTION GROUP

BLAINE BERGSTRESSER, P.E.

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG

LIFT STATION

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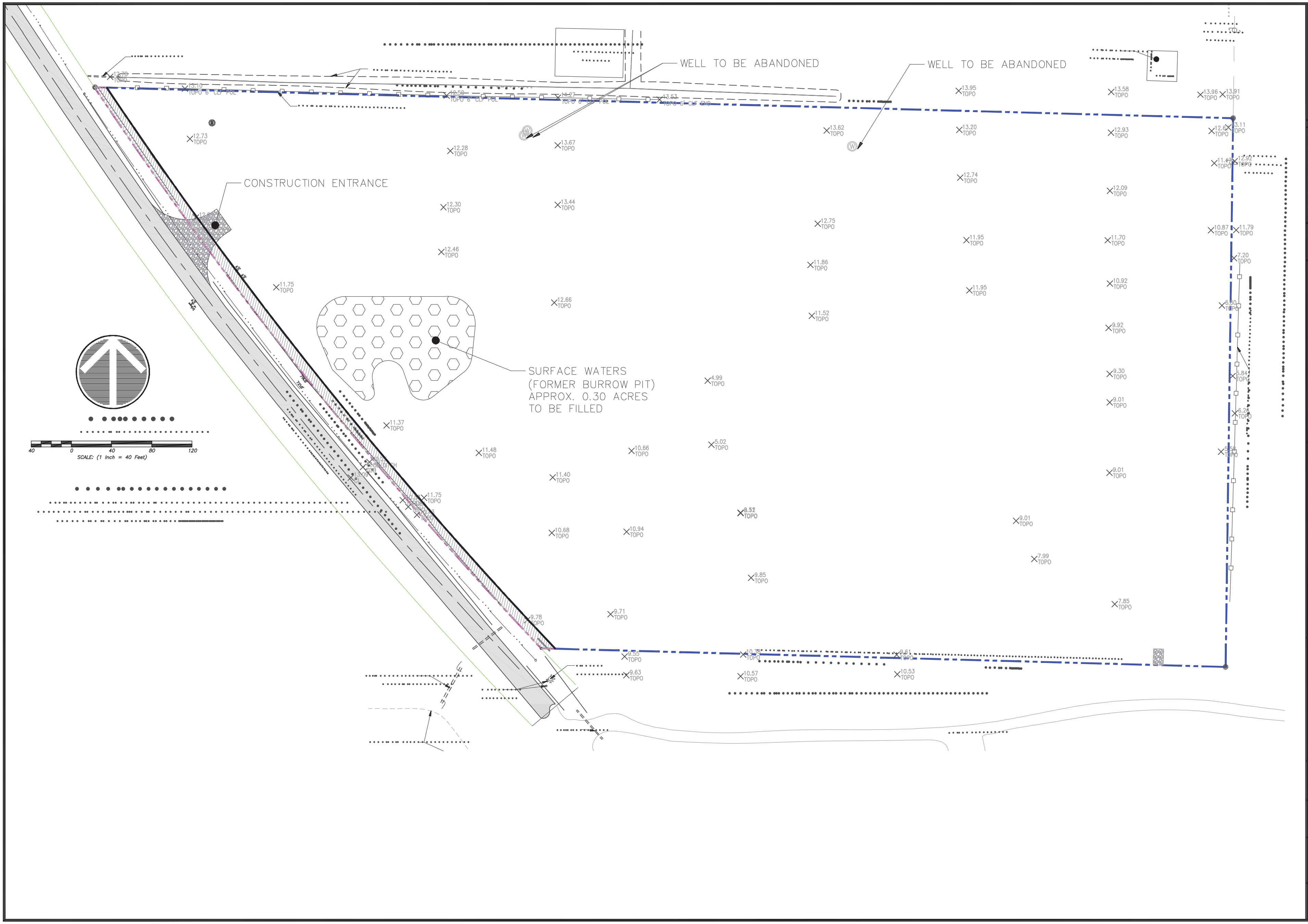
WELL TO BE ABANDONED
WELL TO BE ABANDONED
CONSTRUCTION ENTRANCE
SURFACE WATERS
(FORMER BURROW PIT)
APPROX. 0.30 ACRES
TO BE FILLED
13.95 TOPO
13.58 TOPO
13.96 TOPO
13.91 TOPO
13.62 TOPO
13.20 TOPO
12.93 TOPO
12.74 TOPO
12.09 TOPO
12.75 TOPO
11.95 TOPO
11.70 TOPO
10.87 TOPO
11.79 TOPO
7.20 TOPO
11.86 TOPO
11.95 TOPO
10.92 TOPO
11.52 TOPO
9.92 TOPO
9.30 TOPO
9.01 TOPO
9.01 TOPO
12.73 TOPO
12.28 TOPO
13.67 TOPO
12.30 TOPO
13.44 TOPO
12.46 TOPO
11.75 TOPO
12.66 TOPO
4.99 TOPO
11.37 TOPO
11.48 TOPO
10.66 TOPO
5.02 TOPO
11.40 TOPO
11.75 TOPO
8.52 TOPO
9.01 TOPO
7.99 TOPO
10.68 TOPO
10.94 TOPO
9.85 TOPO
7.85 TOPO
9.71 TOPO
9.78 TOPO
10.57 TOPO
10.53 TOPO
9.63 TOPO
40 0 40 80 120
SCALE: (1 inch = 40 Feet)

INTEGRITY 1ST
CONSTRUCTION GROUP

BLAINE BERGSTRESSER, P.E.

811
KNOW WHAT'S BELOW
ALWAYS CALL 811
BEFORE YOU DIG

BY:	DATE:	COMMENT:

EXISTING CONDITIONS & DEMOLITION

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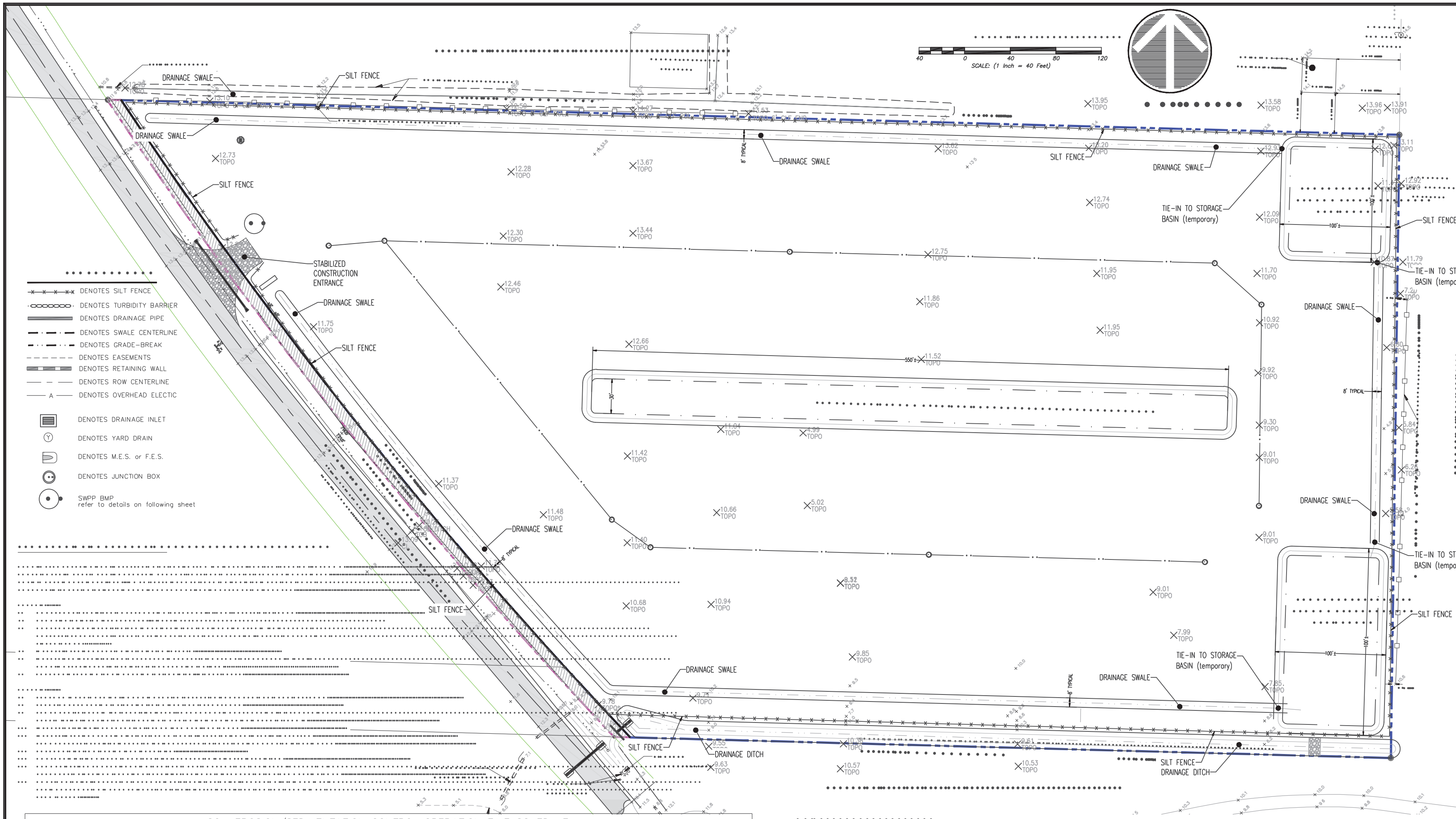
SCALE: (1 Inch = 40 Feet)
40
0
40
80
120
DRAINAGE SWALE
SILT FENCE
DRAINAGE SWALE
SILT FENCE
STABILIZED CONSTRUCTION ENTRANCE
DRAINAGE SWALE
SILT FENCE
DRAINAGE SWALE
SILT FENCE
DRAINAGE SWALE
TIE-IN TO STORAGE BASIN (temporary)
TIE-IN TO STORAGE BASIN (temporary)
DRAINAGE SWALE
DRAINAGE SWALE
TIE-IN TO STORAGE BASIN (temporary)
SILT FENCE
TIE-IN TO STORAGE BASIN (temporary)
DRAINAGE SWALE
DRAINAGE SWALE
SILT FENCE
SILT FENCE
DRAINAGE DITCH
SILT FENCE
DRAINAGE DITCH
8' TYPICAL
8' TYPICAL
8' TYPICAL
8' TYPICAL
100'±
100'±
100'±
100'±
550'±
30'
12.73 TOPO
12.28 TOPO
13.67 TOPO
13.95 TOPO
13.58 TOPO
13.96 TOPO
13.91 TOPO
13.11 TOPO
12.92 TOPO
12.09 TOPO
12.74 TOPO
13.62 TOPO
12.30 TOPO
13.44 TOPO
12.75 TOPO
11.95 TOPO
11.70 TOPO
12.46 TOPO
11.86 TOPO
11.95 TOPO
10.92 TOPO
11.75 TOPO
12.66 TOPO
11.52 TOPO
9.92 TOPO
11.04 TOPO
4.99 TOPO
9.30 TOPO
11.42 TOPO
9.01 TOPO
11.37 TOPO
11.48 TOPO
10.66 TOPO
5.02 TOPO
11.40 TOPO
9.01 TOPO
8.52 TOPO
9.01 TOPO
10.68 TOPO
10.94 TOPO
7.99 TOPO
9.85 TOPO
7.85 TOPO
9.78 TOPO
9.71 TOPO
9.63 TOPO
10.57 TOPO
10.53 TOPO
11.79 TOPO
5.84 TOPO
6.25 TOPO
DENOTES SILT FENCE
DENOTES TURBIDITY BARRIER
DENOTES DRAINAGE PIPE
DENOTES SWALE CENTERLINE
DENOTES GRADE-BREAK
DENOTES EASEMENTS
DENOTES RETAINING WALL
DENOTES ROW CENTERLINE
A
DENOTES OVERHEAD ELECTIC
DENOTES DRAINAGE INLET
Y
DENOTES YARD DRAIN
DENOTES M.E.S. or F.E.S.
DENOTES JUNCTION BOX
SWPP BMP
refer to details on following sheet

⚠2 REVISED UTILITY PLAN PER SITE PLAN ENTRY REDESIGN, FOR BUS TURN-ABOUT, OCTOBER 2, 2025. CHANGED PVC WATER MAIN AND PVC FORCE MAIN CONNECTIONS, INCLUDING MOVING MAIN LINES TO AVOID CULVERT CONFLICTS.

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																								

BY:	DATE:	COMMENT:
SCB	10/2/25	PLAN REVISIONS PER SITE PLAN REVISIONS

INTEGRITY 1ST
CONSTRUCTION GROUP

BLAINE BERGSTRESSER, P.E.

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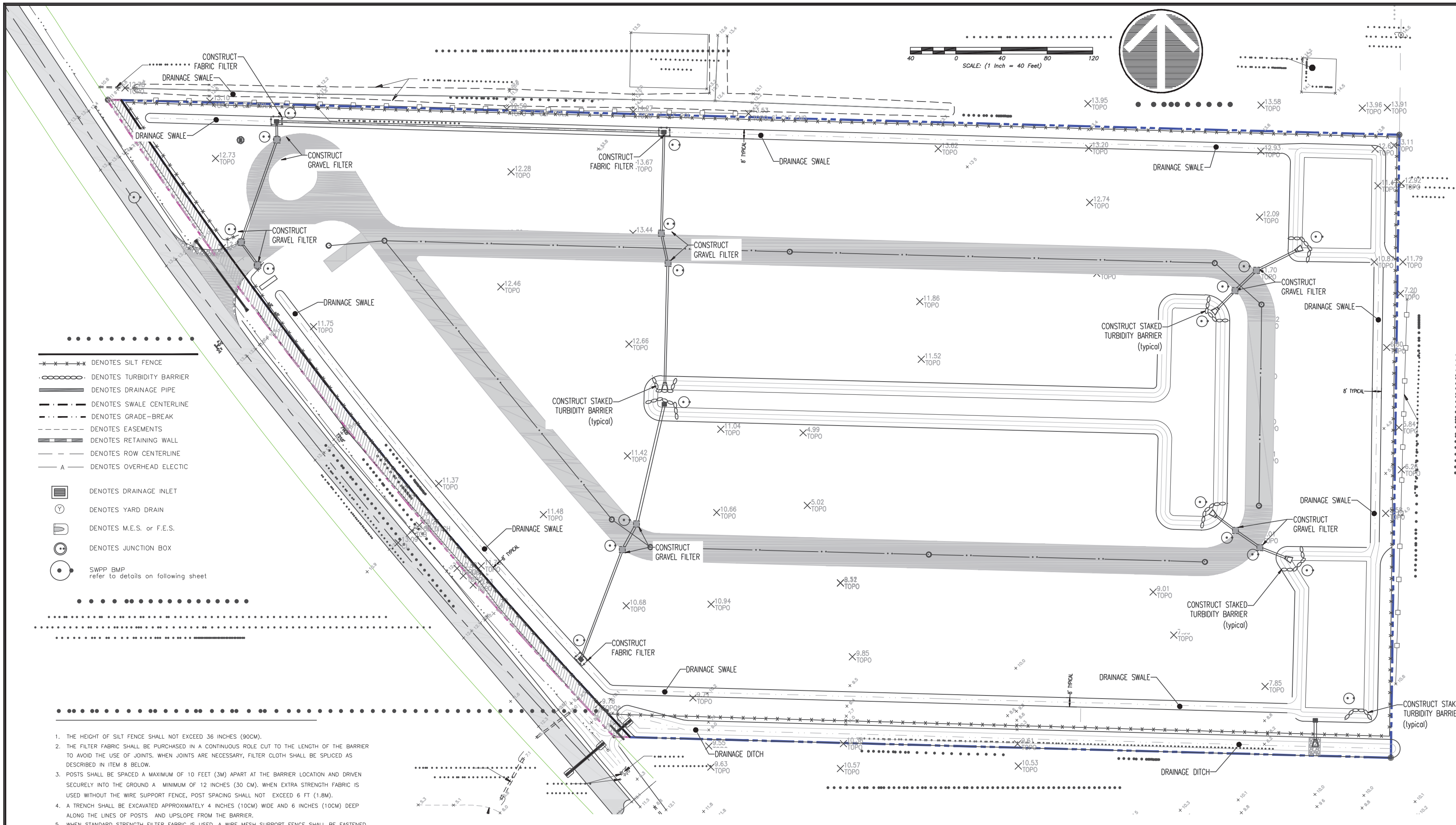
△2 REVISED UTILITY PLAN PER SITE PLAN ENTRY REDESIGN, FOR BUS TURN-ABOUT, OCTOBER 2, 2025. CHANGED PVC WATER MAIN AND PVC FORCE MAIN CONNECTIONS, INCLUDING MOVING MAIN LINES TO AVOID CULVERT CONFLICTS.



- ×—×—×— DENOTES SILT FENCE
- ○○○○○○○ DENOTES TURBIDITY BARRIER
- ═══ DENOTES DRAINAGE PIPE
- —·—·— DENOTES SWALE CENTERLINE
- —··—·· DENOTES GRADE-BREAK
- – – – – DENOTES EASEMENTS
- ▬▬▬ DENOTES RETAINING WALL
- —— —— DENOTES ROW CENTERLINE
- —A— DENOTES OVERHEAD ELECTRIC
- ▦ DENOTES DRAINAGE INLET
- Ⓨ DENOTES YARD DRAIN
- ◗ DENOTES M.E.S. or F.E.S.
- ⊙ DENOTES JUNCTION BOX
- ⊙ SWPP BMP refer to details on following sheet

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 SJRWMD 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.

BY:	DATE:	COMMENT:
SCB	10/2/25	PLAN REVISIONS PER SITE PLAN REVISIONS

INTEGRITY 1ST
CONSTRUCTION GROUP

BLAINE BERGSTRESSER, P.E.

KNOW WHAT'S BELOW
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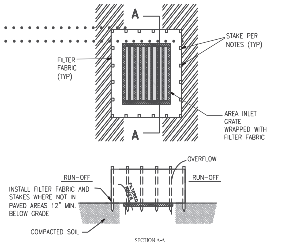
Printed on Tuesday, November 18, 2025, 8:38 AM by KMA-4

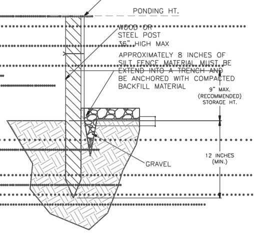
[illegible]	SUNRISE LAKES 3804 SUNRISE BLVD. Ft. Pierce, Florida 34982
[illegible]	Construction activities consist of the development of a 11.54 AC residential property totaling 50 medium density single-family lots and related infrastructure within the City of Port St. Lucie, Florida.
[illegible]	[illegible]
[illegible]	11.54 AC
[illegible]	11.54 AC
[illegible]	The soils on site are mostly sand, consisting of Ankona and Farmton, Waveland and Immokalee sands.
[illegible]	11.54 AC

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.

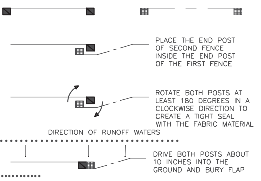

A
A
FILTER FABRIC (TYP)
STAKE PER NOTES (TYP)
AREA INLET GRATE WRAPPED WITH FILTER FABRIC
RUN-OFF
RUN-OFF
OVERFLOW
FILTERED WATER
INSTALL FILTER FABRIC AND STAKES WHERE NOT IN PAVED AREAS 12" MIN. BELOW GRADE
COMPACTED SOIL
SECTION A-A

N.T.S.

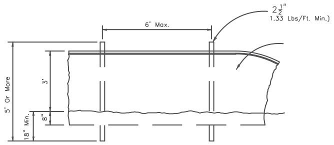
1. FABRIC SHALL BE CUT FROM A CONTINUOUS ROLL TO AVOID JOINTS.
2. STAKES SHALL BE 2"X4"(5 cmx10 cm) WOOD (PREFERRED) OR EQUIVALENT METAL WITH A MINIMUM LENGTH OF 3-FEET (90 cm).
3. STAPLES SHALL BE OF HEAVY DUTY WIRE AT LEAST 1/2-INCH (13 mm) LONG.
4. STAPLES SHALL BE SPACED AROUND THE PERIMETER OF THE 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 15- INCHES (38cm) AND SHALL NOT EXCEED 18-INCHES (45cm).
7. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER.


SILT FENCE MATERIAL SECURELY FASTENED TO THE POSTS OR IF USED THE WIRE MESH
PONDING HT.
WOOD OR STEEL POST 36" HIGH MAX
APPROXIMATELY 8 INCHES OF SILT FENCE MATERIAL MUST BE EXTEND INTO A TRENCH AND BE ANCHORED WITH COMPACTED BACKFILL MATERIAL
9" MAX. (RECOMMENDED) STORAGE HT.
12 INCHES (MIN.)
GRAVEL

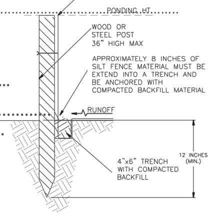
N.T.S.


PLACE THE END POST OF SECOND FENCE INSIDE THE END POST OF THE FIRST FENCE
ROTATE BOTH POSTS AT LEAST 180 DEGREES IN A CLOCKWISE DIRECTION TO CREATE A TIGHT SEAL WITH THE FABRIC MATERIAL
DIRECTION OF RUNOFF WATERS
DRIVE BOTH POSTS ABOUT 10 INCHES INTO THE GROUND AND BURY FLAP

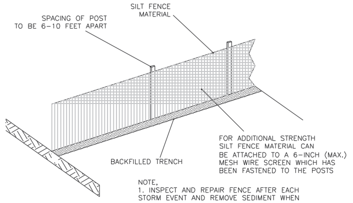
N.T.S.


$2\frac{1}{2}$"
1.33 Lbs/Ft. Min.)
6' Max.
5' Or More
3'
8"
18" Min.

N.T.S.

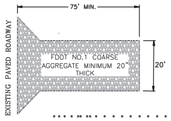

SILT FENCE MATERIAL SECURELY FASTENED TO THE POSTS OR IF USED THE WIRE MESH
PONDING HT.
WOOD OR STEEL POST 36" HIGH MAX
APPROXIMATELY 8 INCHES OF SILT FENCE MATERIAL MUST BE EXTEND INTO A TRENCH AND BE ANCHORED WITH COMPACTED BACKFILL MATERIAL
RUNOFF
4"x6" TRENCH WITH COMPACTED BACKFILL
12 INCHES (MIN.)

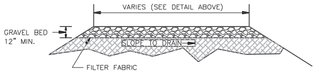
N.T.S.


SPACING OF POST TO BE 6-10 FEET APART
SILT FENCE MATERIAL
BACKFILLED TRENCH
FOR ADDITIONAL STRENGTH SILT FENCE MATERIAL CAN BE ATTACHED TO A 6-INCH (MAX.) MESH WIRE SCREEN WHICH HAS BEEN FASTENED TO THE POSTS

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.

N.T.S.

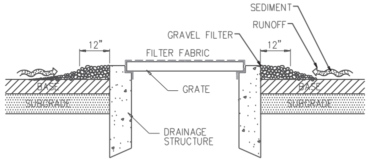

75' MIN.
20'
EXISTING PAVED ROADWAY
FDOT NO.1 COARSE AGGREGATE MINIMUM 20" THICK


VARIES (SEE DETAIL ABOVE)
GRAVEL BED 12" MIN.
SLOPE TO DRAIN
FILTER FABRIC

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.

N.T.S.


SEDIMENT
RUNOFF
GRAVEL FILTER
12"
12"
FILTER FABRIC
GRATE
BASE
SUBGRADE
BASE
SUBGRADE
DRAINAGE STRUCTURE

THIS METHOD OF INLET PROTECTION IS APPLICABLE AT DITCH BOTTOM INLETS USED IN VEHICLE USE AREAS, WHERE STAKED SEDIMENT FILTER IN NOT PRACTICAL.

N.T.S.

△2 REVISED UTILITY PLAN PER SITE PLAN ENTRY REDESIGN, FOR BUS TURN-ABOUT, OCTOBER 2, 2025. CHANGED PVC WATER MAIN AND PVC FORCE MAIN CONNECTIONS, INCLUDING MOVING MAIN LINES TO AVOID CULVERT CONFLICTS.

BY:	DATE:	COMMENT:
SCB	10/2/25	PLAN REVISIONS PER SITE PLAN REVISIONS

INTEGRITY 1ST
CONSTRUCTION GROUP

BLAINE BERGSTRESSER, P.E.

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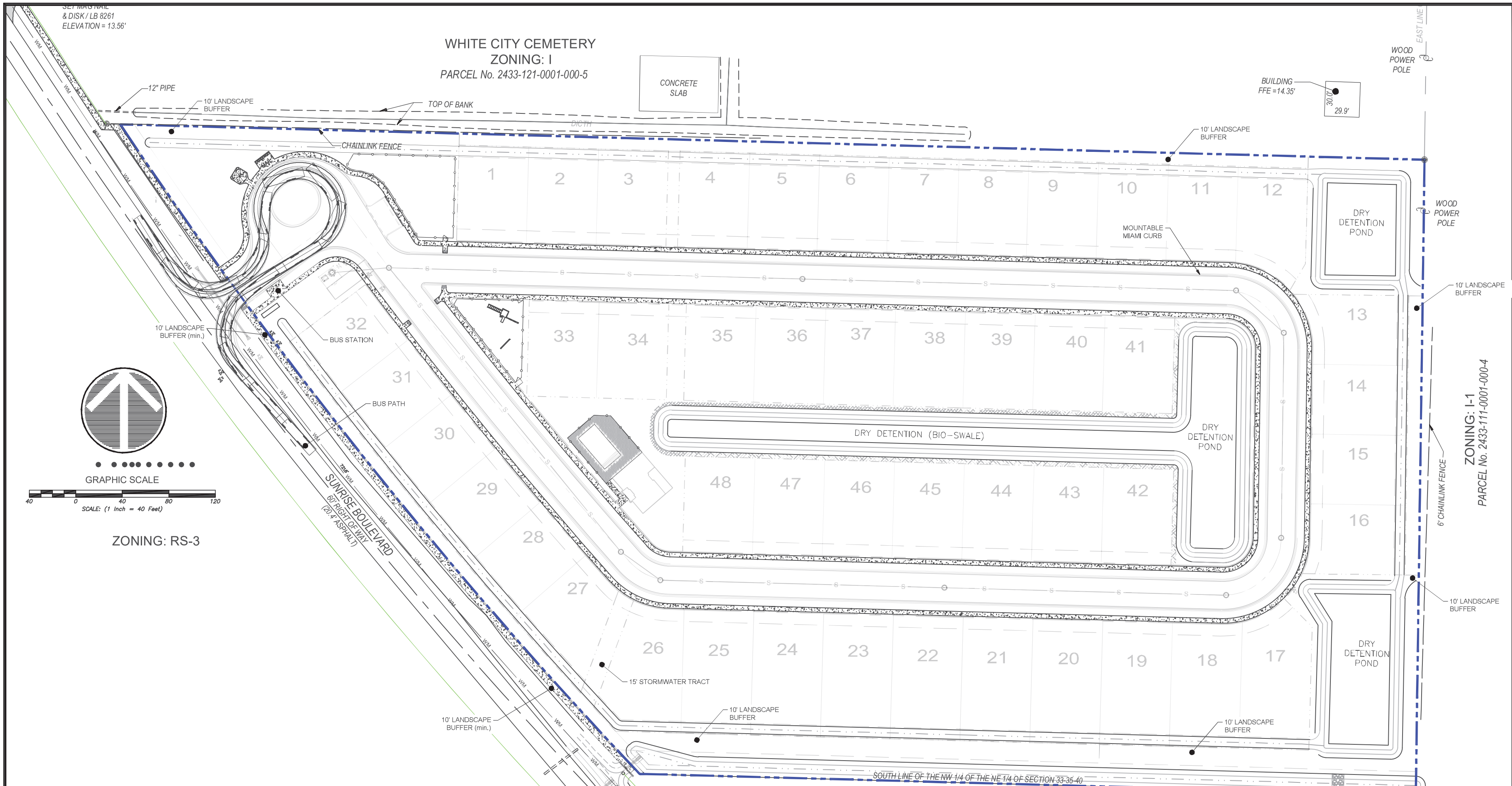
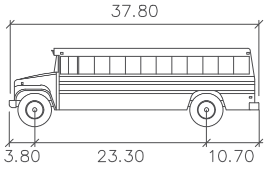

SET MAG NAIL
& DISK / LB 8261
ELEVATION = 13.56'
WHITE CITY CEMETERY
ZONING: I
PARCEL No. 2433-121-0001-000-5
CONCRETE SLAB
12" PIPE
10' LANDSCAPE BUFFER
TOP OF BANK
DITCH
CHAINLINK FENCE
BUILDING FFE =14.35'
30.0'
29.9'
WOOD POWER POLE
EAST LINE
WOOD POWER POLE
10' LANDSCAPE BUFFER
1
2
3
4
5
6
7
8
9
10
11
12
MOUNTABLE MIAMI CURB
DRY DETENTION POND
13
14
15
16
10' LANDSCAPE BUFFER
6' CHAINLINK FENCE
ZONING: I-1
PARCEL No. 2433-111-0001-000-4
10' LANDSCAPE BUFFER (min.)
32
BUS STATION
31
BUS PATH
30
29
28
27
33
34
35
36
37
38
39
40
41
DRY DETENTION (BIO-SWALE)
DRY DETENTION POND
48
47
46
45
44
43
42
DRY DETENTION POND
10' LANDSCAPE BUFFER
26
25
24
23
22
21
20
19
18
17
15' STORMWATER TRACT
10' LANDSCAPE BUFFER
10' LANDSCAPE BUFFER
10' LANDSCAPE BUFFER (min.)
SUNRISE BOULEVARD
60' RIGHT OF WAY
(20.4' ASPHALT)
WM
SOUTH LINE OF THE NW 1/4 OF THE NE 1/4 OF SECTION 33-35-40
24" CORRUGATED METAL PIPE
FIRE HYDRANT
ZONING: RS-3
GRAPHIC SCALE
40
0
40
80
120
SCALE: (1 Inch = 40 Feet)
ZONING: RS-3


37.80
3.80
23.30
10.70

VEHICLE DATA- 38' SCHOOL BUS
FIRE TRUCK WITH LADDER
TOTAL LENGTH: 37.8
OVERALL WIDTH: 8.00'
WHEEL BASE: 23.30'
MAX TURNING ANG: ....
....

LINEWORK & SYMBOL LEGEND

———	DENOTES PROPERTY BOUNDARY		DENOTES RUNOFF OVERLAND FLOW
— - - —	DENOTES RIGHT-OF-WAY	20.5 20.0	DENOTES PROPOSED ELEVATIONS
— - —	DENOTES CENTERLINE	x 22.0	DENOTES EXISTING GRADES
— — —	DENOTES EASEMENT		DENOTES DRAINAGE STRUCTURE refer to table this sheet
- — —	DENOTES FENCE LINE		
▭	DENOTES DRAINAGE PIPE		
◎	DENOTES SEWER MANHOLE	▥	DENOTES DITCH BOTTOM INLET
	DENOTES FIRE HYDRANT	◎	DENOTES JUNCTION BOX
⋈	DENOTES GATE VALVE	⊙	DENOTES YARD DRAIN
☼	DENOTES LIGHT POLE	◎	DENOTES DRAINAGE STRUCTURE
┬	DENOTES STREET SIGN	⬭	DENOTES MITERED/FLARED END SECTION

Printed on Tuesday, November 18, 2025, 9:23 AM by KMA-4
J:\24-1001 INTEGRITY RESIDENTIAL\ENGINEERING\DRAWINGS\CIVIL\CURRENT\24-1001-BUS-TURN----->LAYOUT: TURN-01

KMA
ENGINEERING & SURVEYING, LLC.
1176 25th STREET
VERO BEACH, FL 32960
(772) 569-5505
FBPE C.O.A. # 33705

REVISIONS:

BY:	DATE:	COMMENT:

PROJECT:
SUNRISE LAKES
CITY OF FORT PIERCE,
FLORIDA

CLIENT:
INTEGRITY 1ST
CONSTRUCTION GROUP

NO. 84598

BLAINE BERGSTRESSER, P.E.
FLORIDA LICENSE No. 84598
11/18/2025

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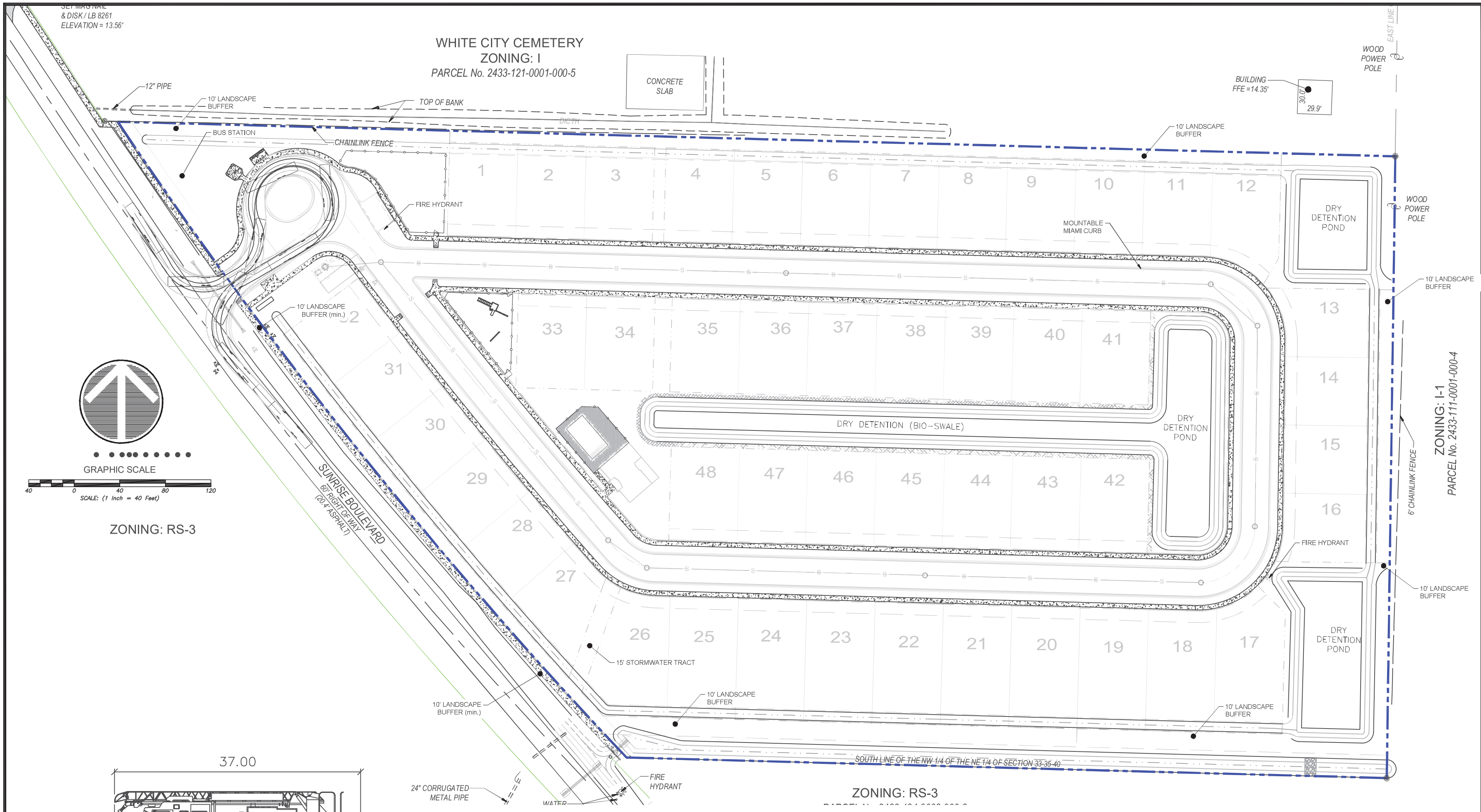
PROJECT No.: 24-1001
DRAWN BY: SCB
CHECKED BY: BRB
DATE: 04/02/2024
CAD I.D.: 24-1001-BUS-TURN

SHEET TITLE:
ROUTING PLAN BUS

SHEET NUMBER:
C-700


SET MAG NAIL
& DISK / LB 8261
ELEVATION = 13.56'
WHITE CITY CEMETERY
ZONING: I
PARCEL No. 2433-121-0001-000-5
CONCRETE SLAB
12" PIPE
10' LANDSCAPE BUFFER
TOP OF BANK
DITCH
BUS STATION
CHAINLINK FENCE
FIRE HYDRANT
BUILDING FFE =14.35'
30.0'
29.9'
WOOD POWER POLE
EAST LINE
MOUNTABLE MIAMI CURB
DRY DETENTION POND
DRY DETENTION (BIO-SWALE)
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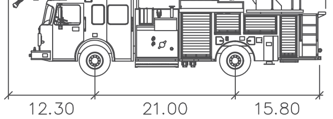
43
44
45
46
47
48
10' LANDSCAPE BUFFER (min.)
SUNRISE BOULEVARD
60' RIGHT OF WAY
(20.4' ASPHALT)
15' STORMWATER TRACT
6' CHAINLINK FENCE
ZONING: I-1
PARCEL No. 2433-111-0001-000-4
SOUTH LINE OF THE NW 1/4 OF THE NE 1/4 OF SECTION 33-35-40
ZONING: RS-3
24" CORRUGATED METAL PIPE
WATER
GRAPHIC SCALE
40 0 40 80 120
SCALE: (1 inch = 40 Feet)
ZONING: RS-3
37.00


12.30
21.00
15.80

VEHICLE DATA-100' PLATFORM
FIRE TRUCK WITH LADDER
TOTAL LENGTH: 49.1'
OVERALL WIDTH: 8.50'
WHEEL BASE: 21.0'
MAX TURNING ANG: ....
....

LINEWORK & SYMBOL LEGEND

▬	DENOTES PROPERTY BOUNDARY
— - —	DENOTES RIGHT-OF-WAY
— — -	DENOTES CENTERLINE
— — —	DENOTES EASEMENT
— – —	DENOTES FENCE LINE
▬	DENOTES DRAINAGE PIPE
◎	DENOTES SEWER MANHOLE
	DENOTES FIRE HYDRANT
⊠	DENOTES GATE VALVE
✳	DENOTES LIGHT POLE
┳	DENOTES STREET SIGN
⟶	DENOTES RUNOFF OVERLAND FLOW
20.5 / 20.0	DENOTES PROPOSED ELEVATIONS
x 22.0	DENOTES EXISTING GRADES
	DENOTES DRAINAGE STRUCTURE refer to table this sheet
▥	DENOTES DITCH BOTTOM INLET
◎	DENOTES JUNCTION BOX
⊙	DENOTES YARD DRAIN
◎	DENOTES DRAINAGE STRUCTURE
⬭	DENOTES MITERED/FLARED END SECTION

KMA
ENGINEERING & SURVEYING, LLC.
1176 25th STREET
VERO BEACH, FL 32960
(772) 569-5505
FBPE C.O.A. # 33705

REVISIONS:

BY:	DATE:	COMMENT:

PROJECT:
SUNRISE LAKES
CITY OF FORT PIERCE, FLORIDA

CLIENT:
INTEGRITY 1ST
CONSTRUCTION GROUP

NO. 84598

BLAINE BERGSTRESSER, P.E.
FLORIDA LICENSE No. 84598
11/18/2025

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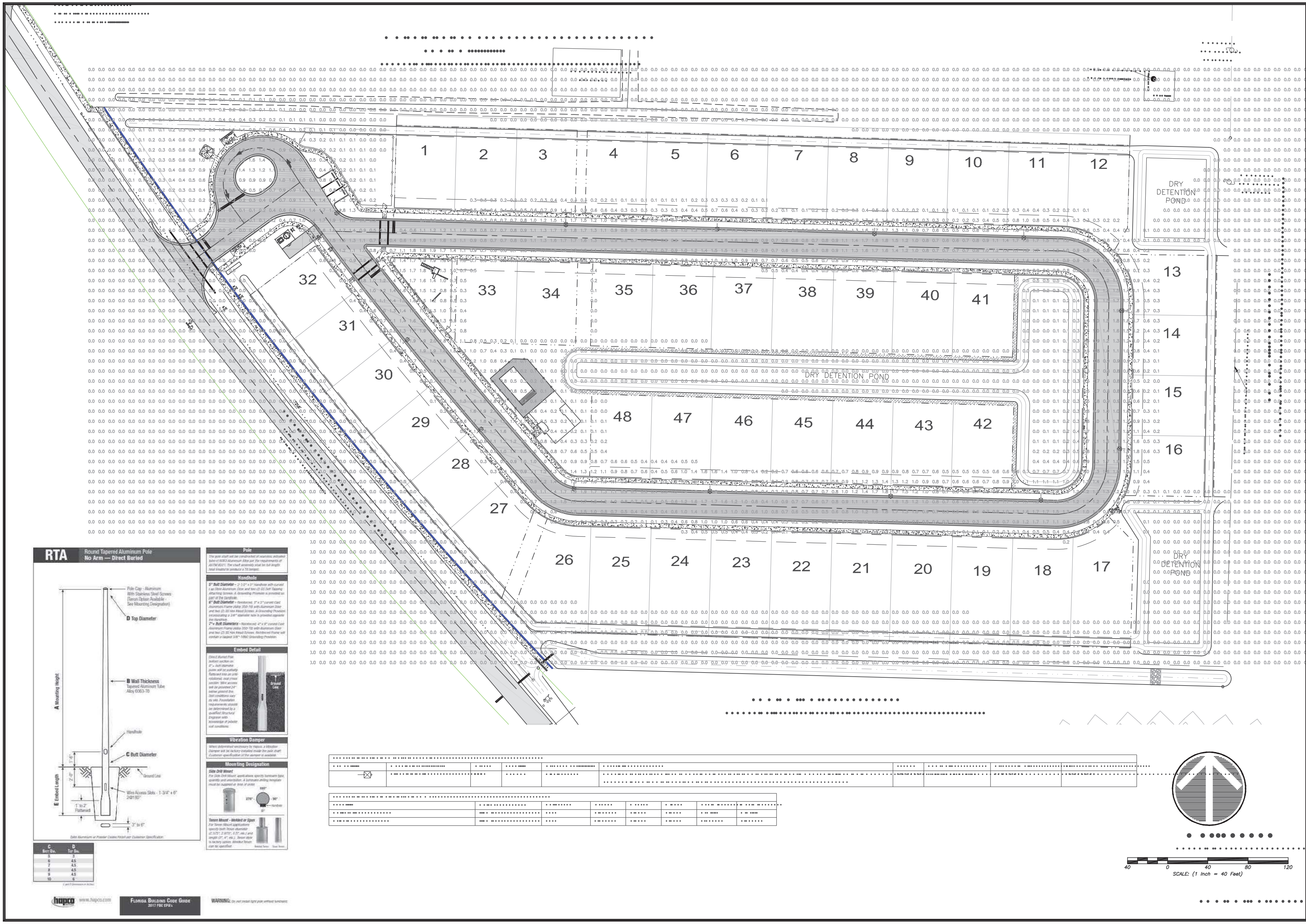
PROJECT No.: 24-1001
DRAWN BY: SCB
CHECKED BY: BRB
DATE: 04/02/2024
CAD I.D.: 24-1001-BUS-TURN

SHEET TITLE:
ROUTING PLAN FIRE

SHEET NUMBER:
C-701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37
38
39
40
41
42
43
44
45
46
47
48
DRY DETENTION POND
DRY DETENTION POND
DRY DETENTION POND
40
0
40
80
120
SCALE: (1 Inch = 40 Feet)

RTA

Round Tapered Aluminum Pole
No Arm — Direct Buried

Pole Cap - Aluminum With Stainless Steel Screws (Tenon Option Available - See Mounting Designation)
D Top Diameter
B Wall Thickness
Tapered Aluminum Tube Alloy 6063-T6
A Mounting Height
Handhole
C Butt Diameter
1'-6"
2'-0"
Ground Line
Wire Access Slots - 1-3/4" x 6" 2@180°
E Embed Length
1' to 2' Flattened
3" to 6"

Pole

Handhole

5" Butt Diameter –

6" Butt Diameter –

7"+ Butt Diameters –

Embed Detail

Ground Line

Vibration Damper

Mounting Designation

Side Drill Mount

180°
270°
90°
0°
Handhole

Tenon Mount - Welded or Spun

C Butt Dia.	D Top Dia.
5	3
6	4.5
7	4.5
8	4.5
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2017 FBC EPA's

WARNING:

INTEGRITY 1ST
CONSTRUCTION GROUP

BY: | DATE: | COMMENT:

BLAINE BERGSTRESSER, P.E.

811
KNOW WHAT'S BELOW
ALWAYS CALL 811
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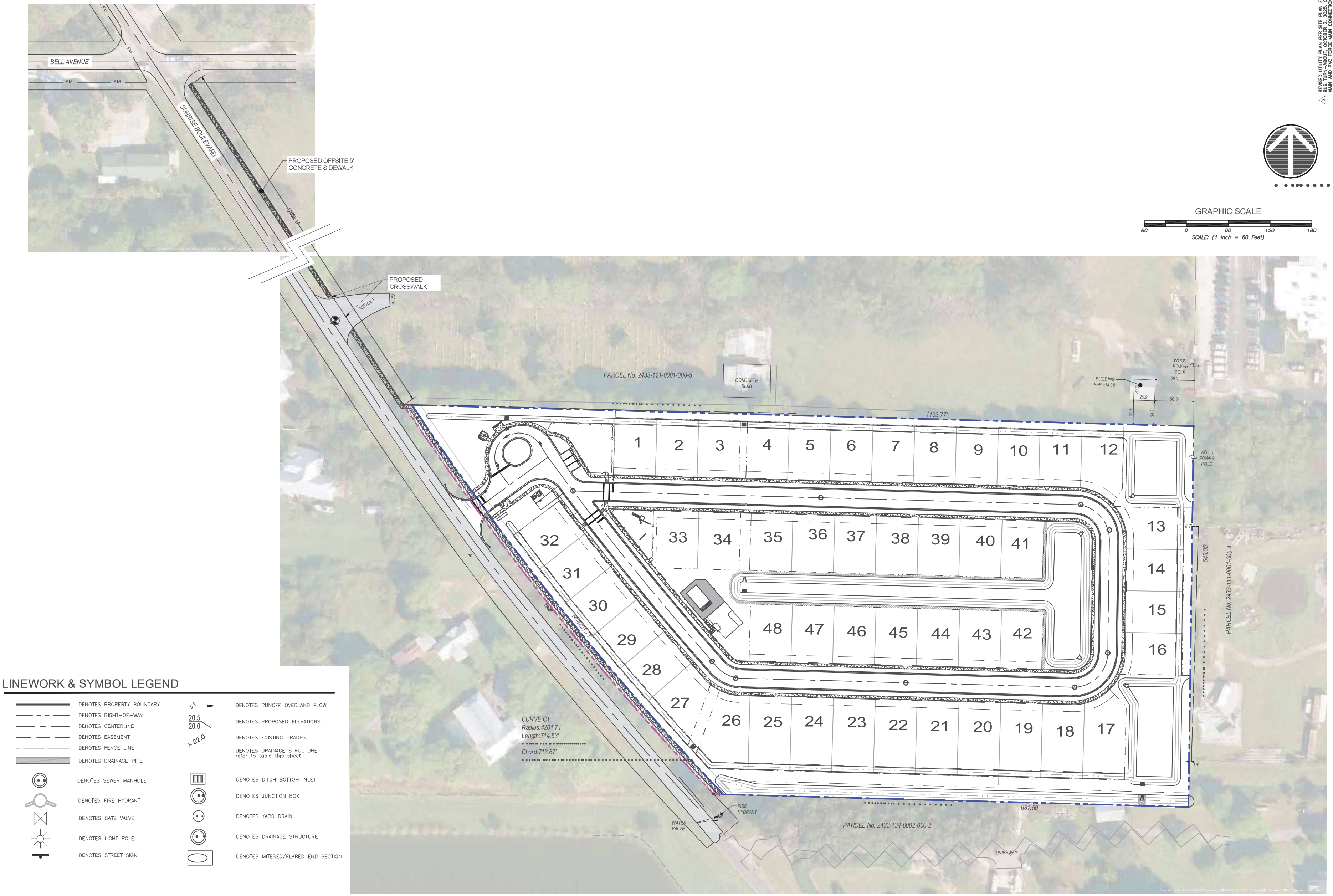
BELL AVENUE
FM
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SUNRISE BOULEVARD
PROPOSED OFFSITE 5' CONCRETE SIDEWALK
1,030± LF
PROPOSED CROSSWALK
ASPHALT
GATE
PARCEL No. 2433-121-0001-000-5
CONCRETE SLAB
BUILDING FFE =14.35'
WOOD POWER POLE
56.0'
30.0'
29.9'
56.6'
35.1'
34.9'
WOOD POWER POLE
1133.77'
8.7'
546.05'
PARCEL No. 2433-111-0001-000-4
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CURVE C1:
Radius:4201.71'
Length:714.53'
Chord:713.67'
FIRE HYDRANT
WATER VALVE
681.50'
PARCEL No. 2433-134-0002-000-2
DRIVEWAY
GRAPHIC SCALE
60
0
60
120
180
SCALE: (1 inch = 60 Feet)

LINEWORK & SYMBOL LEGEND

DENOTES PROPERTY BOUNDARY
DENOTES RIGHT-OF-WAY
DENOTES CENTERLINE
DENOTES EASEMENT
DENOTES FENCE LINE
DENOTES DRAINAGE PIPE
DENOTES SEWER MANHOLE
DENOTES FIRE HYDRANT
DENOTES GATE VALVE
DENOTES LIGHT POLE
DENOTES STREET SIGN

DENOTES RUNOFF OVERLAND FLOW
20.5 / 20.0 DENOTES PROPOSED ELEVATIONS
x 22.0 DENOTES EXISTING GRADES
DENOTES DRAINAGE STRUCTURE refer to table this sheet
DENOTES DITCH BOTTOM INLET
DENOTES JUNCTION BOX
DENOTES YARD DRAIN
DENOTES DRAINAGE STRUCTURE
DENOTES MITERED/FLARED END SECTION

2 REVISED UTILITY PLAN PER SITE PLAN ENTRY REDESIGN, FOR BUS TURN-ABOUT, OCTOBER 2, 2025. CHANGED PVC WATER MAIN AND PVC FORCE MAIN CONNECTIONS, INCLUDING MOVING MAIN LINES TO AVOID CULVERT CONFLICTS.

KMA
ENGINEERING & SURVEYING, LLC.
1176 25th STREET
VERO BEACH, FL 32960
(772) 569-5505

FBPE C.O.A. # 33705

REVISIONS:

BY:	DATE:	COMMENT:
SCB	10/2/25	PLAN REVISIONS PER SITE PLAN REVISIONS

PROJECT:
SUNRISE LAKES
CITY OF FORT PIERCE, FLORIDA

CLIENT:
INTEGRITY 1ST CONSTRUCTION GROUP

NO. 84598

BLAINE BERGSTRESSER, P.E.
FLORIDA LICENSE No. 84598
11/18/2025

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PROJECT No.:	24-1001
DRAWN BY:	SCB
CHECKED BY:	BRB
DATE:	04/02/2024
CAD I.D.:	24-1001 SITE

SHEET TITLE:
OFFSITE SIDEWALK EXTENSION

SHEET NUMBER:
EX-01

Printed on Tuesday, November 18, 2025, 8:52 AM by KMA-4
J:\24-1001 INTEGRITY RESIDENTIAL\ENGINEERING\DRAWINGS\CIVIL\CURRENT\24-1001 SITE------>LAYOUT: OFFSITE

O'ROURKE
ENGINEERING & PLANNING

TRAFFIC ANALYSIS

FOR

Integrity First

Prepared for:

Mr. Guiseppe "Joe" Scionti
The Integrity First Group
1812 Aragon Ave, Suite A
Lake Worth Beach, Florida 33461

Prepared by:

O'Rourke Engineering & Planning
3725 S East Ocean Blvd, Suite 201
Stuart, Florida 34996
772-781-7918

April 16, 2024

24164.01.03

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 3725 S East Ocean Blvd, Suite 201 Stuart, Florida 34996 772-781-7918	Professional Engineer Susan E. O'Rourke Susan E. O'Rourke, P.E. Date signed and sealed: 04/16/2024 License #: 42684

O'ROURKE
ENGINEERING & PLANNING

April 16, 2024

Mr. Guiseppe "Joe" Scionti
The Integrity First Group
1812 Aragon Ave, Suite A
Lake Worth Beach, Florida 33461

Re: Integrity First

Dear Mr. Scionti:

O'Rourke Engineering & Planning has completed the analysis of the proposed residential development located on Sunrise Boulevard 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

Susan E. O'Rourke, P.E.
Registered Civil Engineer

C6 - Integrity First - TIA

3725 SE Ocean Blvd. | Suite 201 | Stuart, FL 34996 | 772-781-7918 | Susan@OREP.tech

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APPENDIX C: Growth Rate & Background Projects
APPENDIX D: Intersection Analysis
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INTRODUCTION

O'Rourke Engineering & Planning was retained to prepare a traffic analysis for the proposed development consisting of 50 Single Family dwelling units located on Sunrise Boulevard in St. Lucie County, Florida. The purpose of this report is to determine the project's 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.

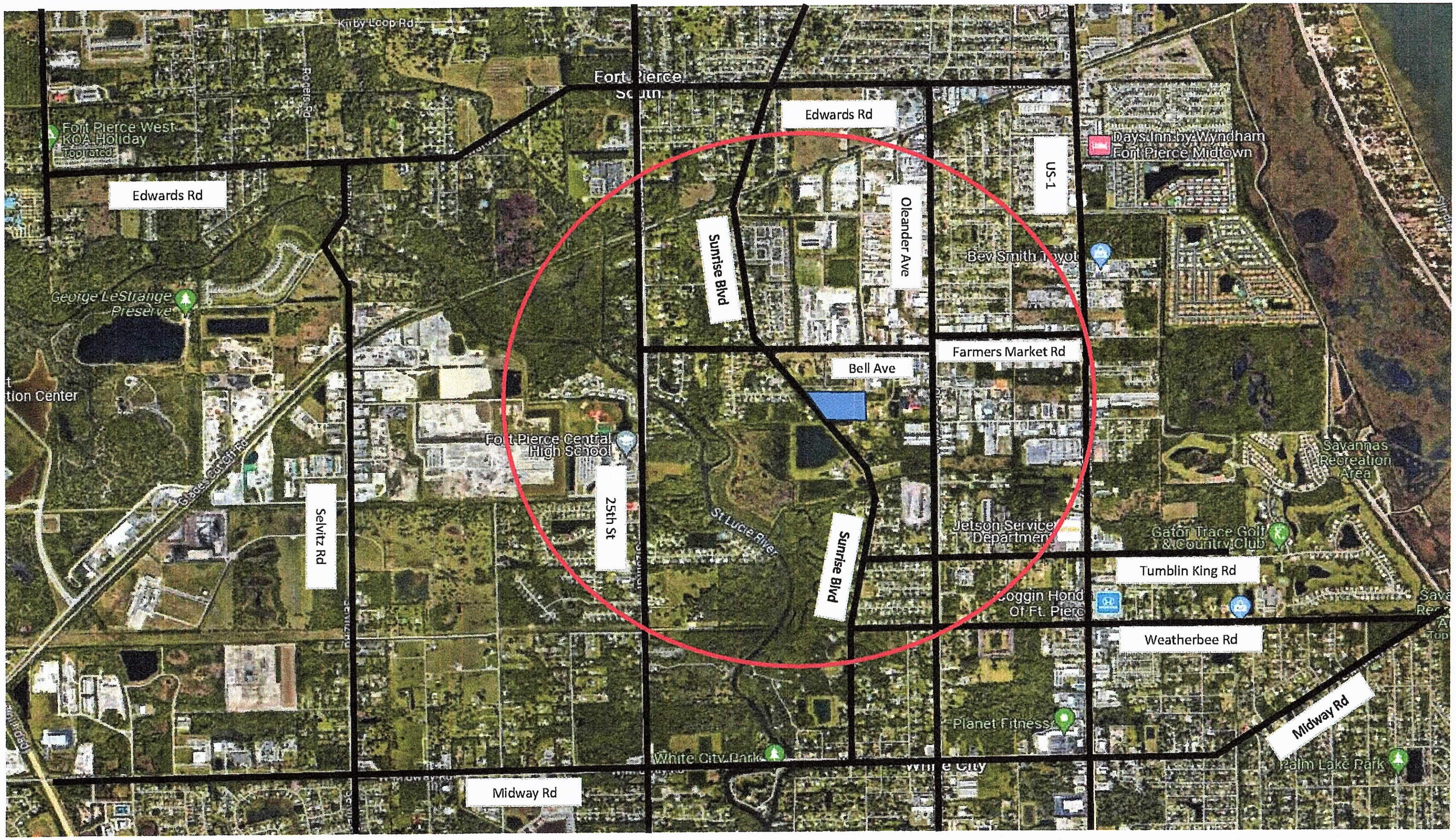
PROJECT DESCRIPTION

The proposed development located on Sunrise Boulevard in St. Lucie County, Florida, will consist of 50 Single Family dwelling units. The site is currently vacant. The project will have access to Sunrise Boulevard via one full access driveway. The project has an anticipated buildout year of 2027. The project location is shown in **Figure 1**. The number of lanes is also shown in **Figure 1**.

PROJECT TRAFFIC

To estimate future traffic generated by the development, the ITE Trip Generation, 11th Edition trip rates for Single Family Detached (Land Use Code 210) was applied to estimate the trips generated by the proposed development. These calculations are shown in **Tables 1a, 1b, and 1c**.

As shown, the project will generate 533 new daily trips. There will be 40 AM peak hour trips with 10 entering the project and 30 trips exiting the project. The project will generate 52 new PM peak hour trips. There will be 33 trips entering the project and 19 trips exiting the project in the PM peak hour.


Kirby Loop Rd
Fort Pierce South
Edwards Rd
Fort Pierce West KOA Holiday
Edwards Rd
Rogers Rd
George LeStrange Preserve
tion Center
Selvitz Rd
Fort Pierce Central High School
25th St
Sunrise Blvd
St Lucie River
Sunrise Blvd
Oleander Ave
Bell Ave
Farmers Market Rd
Bev Smith Toyot
US-1
Days Inn by Wyndham Fort Pierce Midtown
Jetson Service Department
Coggin Hond Of Ft. Pierc
Tumblin King Rd
Weatherbee Rd
Gator Trace Golf & Country Club
Savannas Recreation Area
Planet Fitness
White City Park
White City
Midway Rd
Midway Rd
Palm Lake Park

NTS

O'ROURKE
ENGINEERING & PLANNING

3725 S East Ocean Blvd, Suite 201
Stuart, Fl, 34996

Job Number:
Date:

Legend

■ = Project Location

○ = 1 Mile Radius

Figure 1

Project Location

Integrity First

C6 - Figures - Integrity

Table 1 - Trip Generation

Table 1a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Single Family Detached	210	50	DU	Ln(T) = 0.92Ln(X) + 2.68	50%	50%	267	266	533
TOTALS							**267**	**266**	**533**

Source: ITE 11th Edition Trip Generation Rates

Table 1b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Single Family Detached	210	50	DU	Ln(T) = 0.91Ln(X) + 0.12	25%	75%	10	30	40
TOTALS							**10**	**30**	**40**

Source: ITE 11th Edition Trip Generation Rates

Table 1c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Single Family Detached	210	50	DU	Ln(T) = 0.94Ln(X) + 0.27	63%	37%	33	19	52
TOTALS							**33**	**19**	**52**

Source: ITE 11th Edition Trip Generation Rates

EXISTING CONDITIONS

The study area is defined as the roadways upon which the project has an impact of 1% of the level of service capacity within the radius of development influence of 1 mile. Once the project traffic was assigned, the study area was refined based on the impact percentages.

The study area roadways were defined in terms of existing lane geometrics and existing traffic volumes.

Existing Lane Geometrics and Traffic Control

The study area was reviewed to determine the existing number and type of lanes, and the traffic control along the roadway. Each roadway is described below.

- Sunrise Boulevard is a two-lane undivided major collector roadway with a general north/south alignment.
- Bell Avenue is a two-lane undivided major collector with an east/west alignment.
- Midway Road is a four-lane divided principal arterial with an east/west alignment.
- 25th Street is a four-lane divided principal arterial with a north/south alignment.
- Oleander Avenue is a two-lane minor arterial with a north/south alignment.

Existing Traffic Volumes/ Service Volume

Link volume data was obtained from the St. Lucie County TPO. The count data along with the number of lanes and the associated peak hour/peak direction service volumes will be summarized in the upcoming sections of the report. The service volumes were developed based on the St. Lucie County 2023 Traffic Counts and Level of Service Report. Traffic volumes for the intersection of Sunrise Boulevard and Bell Avenue were counted on April 2, 2024, during the AM and PM peak periods.

Appendix B includes the St. Lucie County 2023 Traffic Counts and Level of Service Report.

PROJECT DISTRIBUTION/ ASSIGNMENT/IMPACT

The project traffic was distributed by general geographic direction and then assigned to the roadway network.

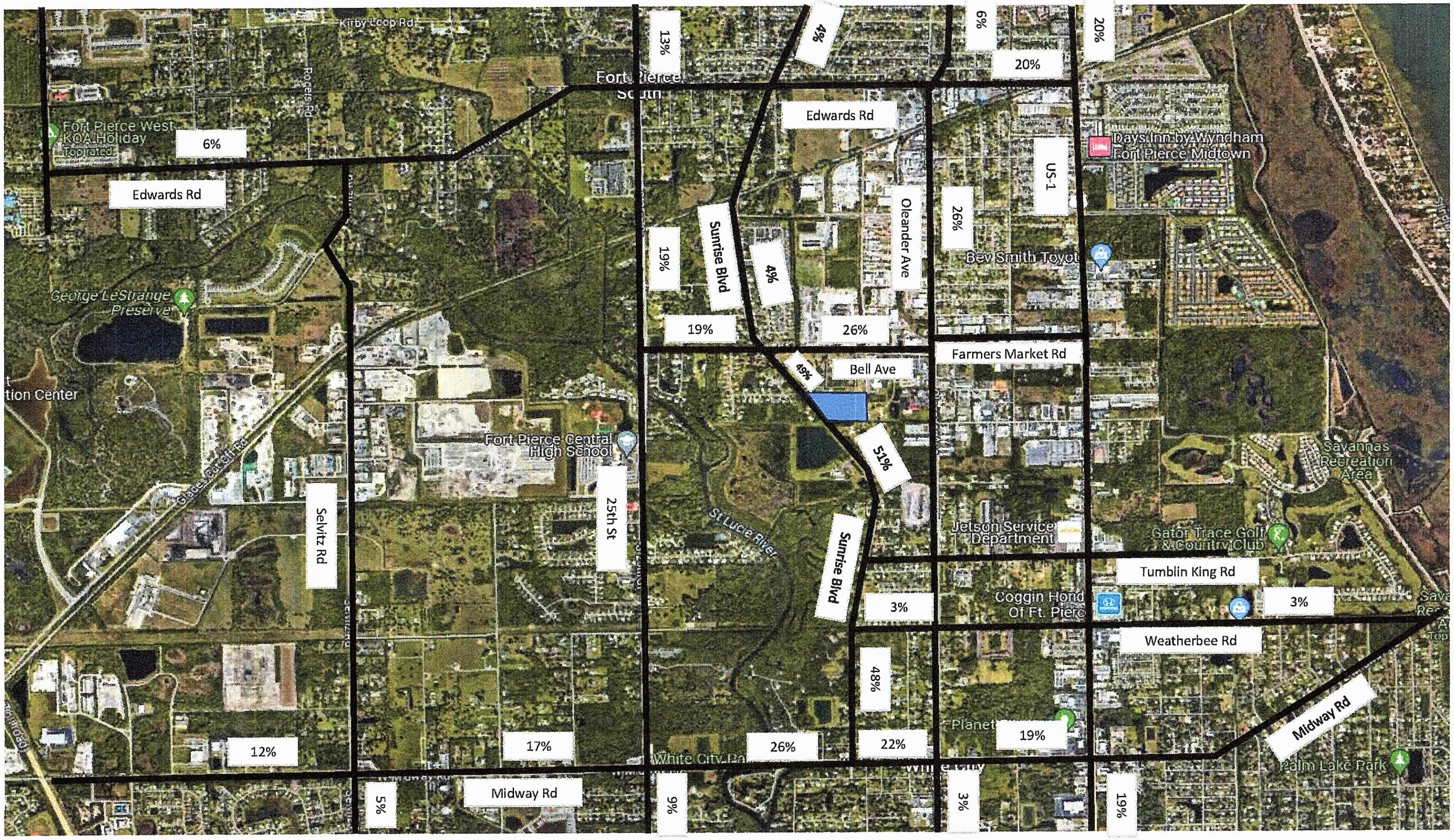
Distribution/ Assignment – This general distribution led to an assignment of trips based on the anticipated ultimate destinations and the roadway paths used to reach those destinations. The project assignment for the proposed development is shown in **Figure 2**.

Impact – Tables 2a and 2b summarize the project impact as a percent of service volume capacity. Significant is defined as 1% or more within the radius of development impact. As shown in **Tables 2a and 2b**, the project is significant on Sunrise Boulevard, Bell Avenue, and Oleander Avenue.

LINK ANALYSIS

The links where the project traffic is significant were analyzed further to ensure they will meet concurrency. A 5-year area wide growth rate was calculated using the FDOT Historical Traffic Count volumes. The calculated growth rate resulted in a rate of 1.16%. Existing traffic volumes were taken from the TPO Level of Service report and grown using the higher of 2.5% per year or 1% plus committed projects. "Other approved" unbuilt projects include Dade & Sunrise, American Silicon, Oleander Oaks, and Napa Auto. Project traffic was then added to create total traffic. **Tables 3a and 3b** summarize the results of the link analysis. As shown, the link of Oleander Avenue from Bell Avenue to Farmer's Market Road is currently operating below the adopted level of service. Based on FS 163.318 the project is not responsible for deficient links. All other significant links will remain at an acceptable level of service at project buildout.

Details of the growth rate calculation and background projects are included in **Appendix C**.


13%
4%
6%
20%
20%
Fort Pierce South
Edwards Rd
Fort Pierce West KOA Holiday
6%
Edwards Rd
Days Inn by Wyndham Fort Pierce Midtown
US-1
Oleander Ave
26%
Sunrise Blvd
4%
19%
Bev Smith Toyota
George LeStrange Preserve
19%
26%
Farmers Market Rd
49%
Bell Ave
51%
Fort Pierce Central High School
25th St
Selvitz Rd
St Lucie River
Sunrise Blvd
Jetson Service Department
Savannas Recreation Area
Gator Trace Golf & Country Club
Tumblin King Rd
3%
3%
Coggin Honda Of Ft. Pierce
Weatherbee Rd
48%
Midway Rd
19%
12%
17%
26%
22%
Palm Lake Park
Midway Rd
5%
9%
3%
19%

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3725 S East Ocean Blvd, Suite 201
Stuart, Fl, 34996

Job Number:

Date:

Legend

= Project Location

Figure 2

Project Percent Assignment

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Table 2a: Percent Impact - AM Peak Hour

Segment	From	To	Direction		Lanes	Is Project Traffic More than 1%of Capacity?	LOS D Directional Peak Hour	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity
Sunrise Blvd	Midway Rd	Project Entrance	NB	IN	2L	No	540	5	51%	0.93%
	Midway Rd	Project Entrance	SB	OUT	2L	Yes	540	15	51%	2.78%
	Project Entrance	Bell Ave	NB	OUT	2L	Yes	540	15	49%	2.78%
	Project Entrance	Bell Ave	SB	IN	2L	No	540	5	49%	0.93%
	Bell Ave	Edwards Road	NB	OUT	2L	No	750	1	4%	0.13%
	Bell Ave	Edwards Road	SB	IN	2L	No	750	0	4%	0.00%
	Edwards Road	Cortez Blvd	NB	OUT	2L	No	600	1	4%	0.17%
	Edwards Road	Cortez Blvd	SB	IN	2L	No	600	0	4%	0.00%
Bell Ave	25th St	Sunrise Blvd	EB	IN	2L	No	790	2	19%	0.25%
	25th St	Sunrise Blvd	WB	OUT	2L	No	790	6	19%	0.76%
	Sunrise Blvd	Oleander Ave	EB	OUT	2L	Yes	600	8	26%	1.33%
	Sunrise Blvd	Oleander Ave	WB	IN	2L	No	600	3	26%	0.50%
Oleander Ave	Kitterman Rd	Midway Rd	NB	IN	2L	No	750	0	3%	0.00%
	Kitterman Rd	Midway Rd	SB	OUT	2L	No	750	1	3%	0.13%
	Bell Ave	Farmer's Market Rd	NB	OUT	2L	Yes	540	8	26%	1.48%
	Bell Ave	Farmer's Market Rd	SB	IN	2L	No	540	3	26%	0.56%
	Farmer's Market Rd	Edwards Road	NB	OUT	2L	Yes	750	8	26%	1.07%
	Farmer's Market Rd	Edwards Road	SB	IN	2L	No	750	3	26%	0.40%
	Edwards Road	Wisteria Ave	NB	OUT	2L	No	750	2	6%	0.27%
	Edwards Road	Wisteria Ave	SB	IN	2L	No	750	1	6%	0.13%
Midway Rd	Selvitz Rd	25th St	EB	IN	4LD	No	2100	2	17%	0.10%
	Selvitz Rd	25th St	WB	OUT	4LD	No	2100	5	17%	0.24%
	25th St	Sunrise Blvd	EB	IN	4LD	No	2100	3	26%	0.14%
	25th St	Sunrise Blvd	WB	OUT	4LD	No	2100	8	26%	0.38%
	Sunrise Blvd	Oleander Ave	EB	OUT	4LD	No	2100	7	22%	0.33%
	Sunrise Blvd	Oleander Ave	WB	IN	4LD	No	2100	2	22%	0.10%
	Oleander Ave	US-1	EB	OUT	4LD	No	2100	6	19%	0.29%
	Oleander Ave	US-1	WB	IN	4LD	No	2100	2	19%	0.10%
25th St	Bell Ave	Edwards Road	NB	OUT	4LD	No	2100	6	19%	0.29%
	Bell Ave	Edwards Road	SB	IN	4LD	No	2100	2	19%	0.10%
	Edwards Road	Cortez Blvd	NB	OUT	4LD	No	2000	4	13%	0.20%
	Edwards Road	Cortez Blvd	SB	IN	4LD	No	2000	1	13%	0.05%
Edwards Road	McNeil Rd	Selvitz Rd	EB	IN	4LD	No	700	1	6%	0.14%
	McNeil Rd	Selvitz Rd	WB	OUT	4LD	No	700	2	6%	0.29%
	Selvitz Rd	25th St	EB	IN	2L	No	880	1	6%	0.11%
	Selvitz Rd	25th St	WB	OUT	2L	No	880	2	6%	0.23%
	Oleander Ave	US-1	EB	OUT	4LD	No	1630	6	20%	0.37%
	Oleander Ave	US-1	WB	IN	4LD	No	1630	2	20%	0.12%

Source: St. Lucie County Traffic Counts and Level of Service Report 2023

In: 10
Out: 30

Table 2b: Percent Impact - PM Peak Hour

Segment	From	To	Direction		Lanes	Is Project Traffic More than 1%of Capacity?	LOS D Directional Peak Hour	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity
Sunrise Blvd	Midway Rd	Project Entrance	NB	IN	2L	Yes	540	17	51%	3.15%
	Midway Rd	Project Entrance	SB	OUT	2L	Yes	540	10	51%	1.85%
	Project Entrance	Bell Ave	NB	OUT	2L	Yes	540	9	49%	1.67%
	Project Entrance	Bell Ave	SB	IN	2L	Yes	540	16	49%	2.96%
	Bell Ave	Edwards Road	NB	OUT	2L	No	750	1	4%	0.13%
	Bell Ave	Edwards Road	SB	IN	2L	No	750	1	4%	0.13%
	Edwards Road	Cortez Blvd	NB	OUT	2L	No	600	1	4%	0.17%
	Edwards Road	Cortez Blvd	SB	IN	2L	No	600	1	4%	0.17%
Bell Ave	25th St	Sunrise Blvd	EB	IN	2L	No	790	6	19%	0.76%
	25th St	Sunrise Blvd	WB	OUT	2L	No	790	4	19%	0.51%
	Sunrise Blvd	Oleander Ave	EB	OUT	2L	No	600	5	26%	0.83%
	Sunrise Blvd	Oleander Ave	WB	IN	2L	Yes	600	9	26%	1.50%
Oleander Ave	Kitterman Rd	Midway Rd	NB	IN	2L	No	750	1	3%	0.13%
	Kitterman Rd	Midway Rd	SB	OUT	2L	No	750	1	3%	0.13%
	Bell Ave	Farmer's Market Rd	NB	OUT	2L	No	540	5	26%	0.93%
	Bell Ave	Farmer's Market Rd	SB	IN	2L	Yes	540	9	26%	1.67%
	Farmer's Market Rd	Edwards Road	NB	OUT	2L	No	750	5	26%	0.67%
	Farmer's Market Rd	Edwards Road	SB	IN	2L	Yes	750	9	26%	1.20%
	Edwards Road	Wisteria Ave	NB	OUT	2L	No	750	1	6%	0.13%
	Edwards Road	Wisteria Ave	SB	IN	2L	No	750	2	6%	0.27%
Midway Rd	Selvitz Rd	25th St	EB	IN	4LD	No	2100	6	17%	0.29%
	Selvitz Rd	25th St	WB	OUT	4LD	No	2100	3	17%	0.14%
	25th St	Sunrise Blvd	EB	IN	4LD	No	2100	9	26%	0.43%
	25th St	Sunrise Blvd	WB	OUT	4LD	No	2100	5	26%	0.24%
	Sunrise Blvd	Oleander Ave	EB	OUT	4LD	No	2100	4	22%	0.19%
	Sunrise Blvd	Oleander Ave	WB	IN	4LD	No	2100	7	22%	0.33%
	Oleander Ave	US-1	EB	OUT	4LD	No	2100	4	19%	0.19%
	Oleander Ave	US-1	WB	IN	4LD	No	2100	6	19%	0.29%
25th St	Bell Ave	Edwards Road	NB	OUT	4LD	No	2100	4	19%	0.19%
	Bell Ave	Edwards Road	SB	IN	4LD	No	2100	6	19%	0.29%
	Edwards Road	Cortez Blvd	NB	OUT	4LD	No	2000	2	13%	0.10%
	Edwards Road	Cortez Blvd	SB	IN	4LD	No	2000	4	13%	0.20%
Edwards Road	McNeil Rd	Selvitz Rd	EB	IN	4LD	No	700	2	6%	0.29%
	McNeil Rd	Selvitz Rd	WB	OUT	4LD	No	700	1	6%	0.14%
	Selvitz Rd	25th St	EB	IN	2L	No	880	2	6%	0.23%
	Selvitz Rd	25th St	WB	OUT	2L	No	880	1	6%	0.11%
	Oleander Ave	US-1	EB	OUT	4LD	No	1630	4	20%	0.25%
	Oleander Ave	US-1	WB	IN	4LD	No	1630	7	20%	0.43%

Source: St. Lucie County Traffic Counts and Level of Service Report 2023

In: 33
Out: 19

Table 3a: Link Analysis - AM Peak Hour

Segment	From	To	Direction		Lanes	Is Project Traffic More than 1% of Capacity?	2023 AADT (1)	D Factor	2023 Volume Peak Hour Peak Direction (TPO)	2023 Volume Peak Hour Directional (1)	Growth Rate (2)	2027 Peak Hour, Direct. Volume (2023 + Growth)	AM Commited Traffic	2027 Peak Hour, Direct. Volume (1% Growth + Committed)	Highest Growth	LOS D Directional Peak Hour	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity	Total Traffic (Peak Direction)	Does Project Meet Concurrency?
Sunrise Blvd	Midway Rd	Project Entrance	SB	OUT	2L	Yes	3,611	0.530	218	218	2.50%	241	7	234	241	540	15	51%	2.78%	256	Yes
	Project Entrance	Bell Ave	NB	OUT	2L	Yes	3,611	0.470	218	193	2.50%	213	2	203	213	540	15	49%	2.78%	228	Yes
Bell Ave	Sunrise Blvd	Oleander Ave	EB	OUT	2L	Yes	4,600	0.480	280	258	2.50%	285	1	270	285	600	8	26%	1.33%	293	Yes
Oleander Ave	Bell Ave	Farmer's Market Rd	NB	OUT	2L	Yes	12,703	0.514	613	613	2.50%	677	86	724	724	540	8	26%	1.48%	732	Yes (3)
	Farmer's Market Rd	Edwards Road	NB	OUT	2L	Yes	12,703	0.514	613	613	2.50%	677	77	715	715	750	8	26%	1.07%	723	Yes

(1) St. Lucie County Traffic Counts and Level of Service Report 2023

(2) Growth rate calculated from FDOT Historical AADT

(3) Existing Roadway Failure, Project Not Responsible For Mitigation

In:	10
Out:	30
Years Grown	4

Table 3b: Link Analysis - PM Peak Hour

Segment	From	To	Direction		Lanes	Is Project Traffic More than 1% of Capacity?	2023 AADT (1)	D Factor	2023 Volume Peak Hour Peak Direction TPO	2023 Volume Peak Hour Directional (1)	Growth Rate (2)	2027 Peak Hour, Direct. Volume (2023 + Growth)	PM Commited Traffic	2027 Peak Hour, Direct. Volume (1% Growth + Committed)	Highest Growth	LOS D Directional Peak Hour	Directional Peak Project Volume	Project Percent Assignment	Directional Percent Project of Capacity	Total Traffic (Peak Direction)	Does Project Meet Concurrency?
Sunrise Blvd	Midway Rd	Project Entrance	NB	IN	2L	Yes	3,611	0.510	230	230	2.50%	254	7	246	254	540	17	51%	3.15%	271	Yes
	Midway Rd	Project Entrance	SB	OUT	2L	Yes	3,611	0.490	230	221	2.50%	244	4	234	244	540	10	51%	1.85%	254	Yes
	Project Entrance	Bell Ave	NB	OUT	2L	Yes	3,611	0.510	230	230	2.50%	254	7	246	254	540	9	49%	1.67%	263	Yes
	Project Entrance	Bell Ave	SB	IN	2L	Yes	3,611	0.490	230	221	2.50%	244	4	234	244	540	16	49%	2.96%	260	Yes
Bell Ave	Sunrise Blvd	Oleander Ave	WB	IN	2L	Yes	4,600	0.560	256	256	2.50%	283	1	267	283	600	9	26%	1.50%	292	Yes
Oleander Ave	Bell Ave	Farmer's Market Rd	SB	IN	2L	Yes	12,703	0.514	581	581	2.50%	641	64	669	669	540	9	26%	1.67%	678	Yes (3)
	Farmer's Market Rd	Edwards Road	SB	IN	2L	Yes	12,703	0.514	581	581	2.50%	641	56	661	661	750	9	26%	1.20%	670	Yes

(1) St. Lucie County Traffic Counts and Level of Service Report Fall 2023

(2) Growth rate calculated from FDOT Historical AADT

(3) Existing Roadway Failure, Project Not Responsible For Mitigation

In:	33
Out:	19
Years Grown	4

INTERSECTION ANALYSIS

The intersection of Bell Avenue and Sunrise Boulevard is a four-way stop, with flashing beacons. There is a single approach on all lanes except the northbound flared right turn lane. The analysis does not reflect the lane since the through and left queues could block access during the peak hour. The intersection was counted during the AM and PM peak hours on April 2, 2024. A seasonal factor of 1.01 was applied to the traffic counts. The growth rate of 2.5% was applied for 3 years, and the background projects consisting of Dade & Sunrise, Oleander Oaks, American Silicone, and Napa Auto were then added. Finally, project traffic was added to determine the 2027 total traffic.

The intersection was analyzed using HCS for unsignalized intersections. As shown in **Table 4**, the Sunrise Boulevard & Bell Avenue intersection will operate at a LOS B in the AM and PM peak hours with the existing lane configuration for Existing and Total Traffic 2027 conditions.

Appendix D includes the intersection analysis and data.

Table 4: Intersection/Driveway Level of Service

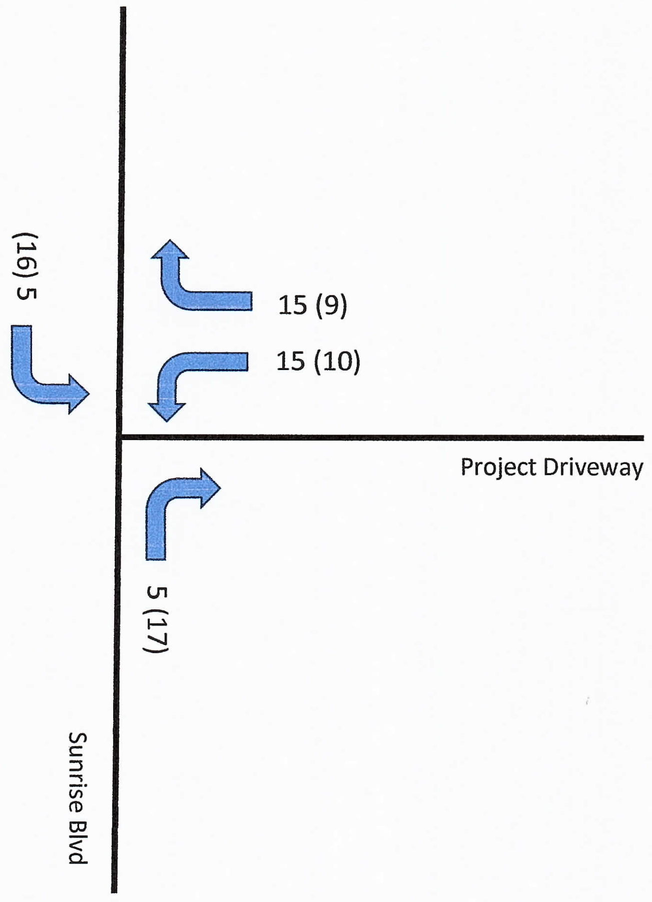
Intersection	Period	Existing		2027 wo/Project		2027 w/Project	
		Delay	LOS	Delay	LOS	Delay	LOS
Sunrise Blvd & Bell Ave	AM	11.4	B	12.7	B	13.0	B
	PM	12.3	B	14.1	B	14.7	B
Sunrise Blvd & Project Driveway	AM	N/A	N/A	N/A	N/A	11.3	B
	PM	N/A	N/A	N/A	N/A	11.6	B

DRIVEWAY ANALYSIS

There will be one project driveway located on Sunrise Boulevard. The driveway on Sunrise Boulevard will be a full access driveway. **Figure 3** illustrates the project traffic at the driveway. The FDOT multi-modal guidebook was used to determine the need for right and left turn lanes at the project driveways. Sunrise Boulevard has a posted speed limit of 35 MPH. The PM peak hour has the highest turning volumes. The Project Driveway has approximately 6% southbound left turns and an approaching volume of 263 vehicles and an opposing volume of 279 vehicles in the peak hour. Therefore, a southbound left-turn lane is not warranted at the Project Driveway. The Project Driveway has a northbound right-turn volume of 17 vehicles in the peak hour and an approach volume of 279 vehicles. Therefore, a northbound right-turn lane is not warranted at the Project Driveway.

The project driveway was analyzed using HCS for unsignalized intersections. As shown in Table 4, the Project Driveway will operate at a LOS B in the AM and PM peak hours at project buildout.

Appendix E includes the driveway analysis and data.


(16) 5
15 (9)
15 (10)
Project Driveway
5 (17)
Sunrise Blvd

	IN	OUT
AM	10	30
PM	33	19

O'ROURKE
ENGINEERING & PLANNING

NTS

3725 S East Ocean Blvd, Suite 201
Stuart, Fl, 34996

Job #:
Date:

Legend

Figure 3

Driveway Volumes

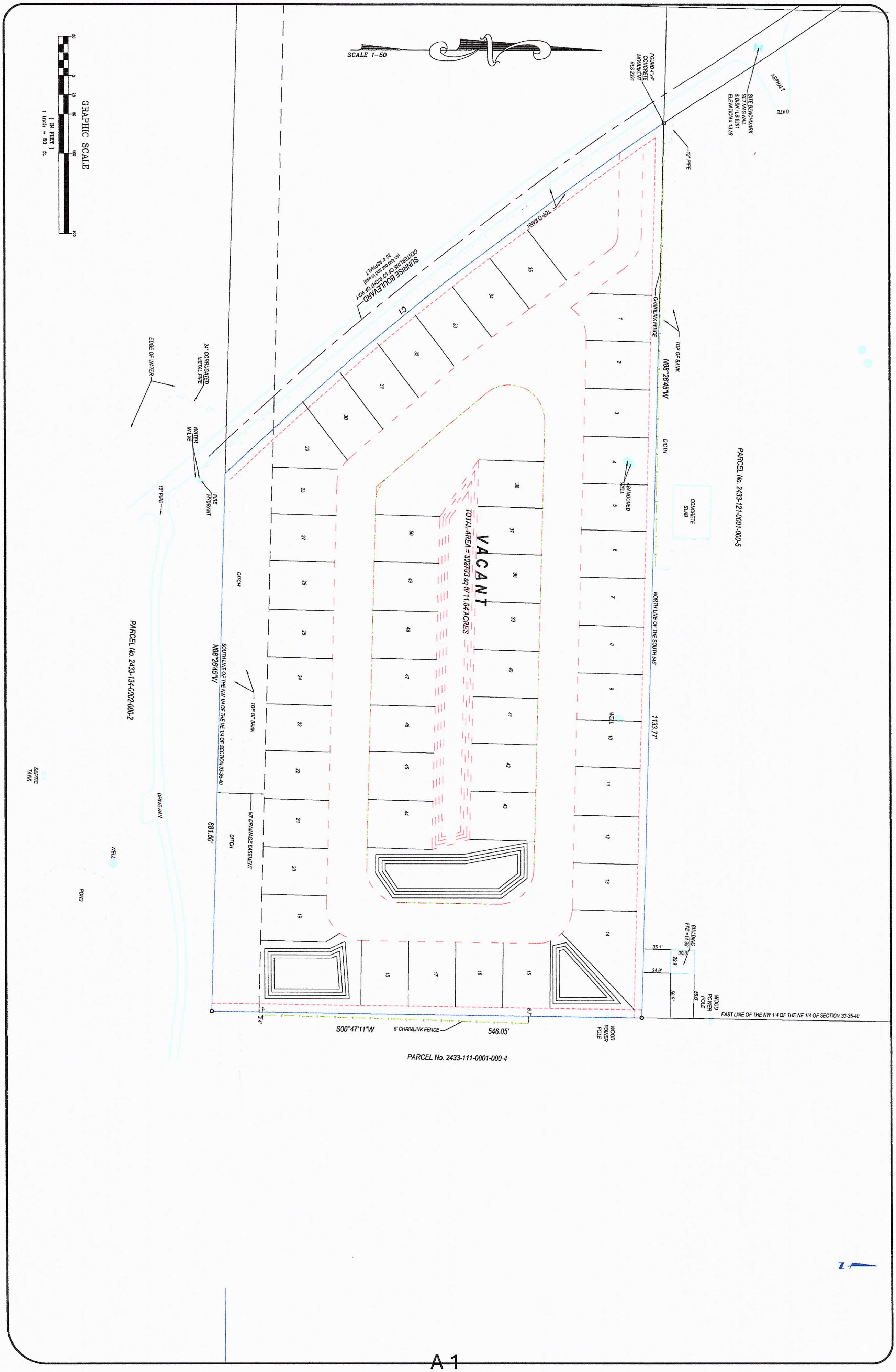
Integrity First

CONCLUSION

With 40 net new AM peak hour trips and 52 net new PM peak hour trips, all links and intersections are projected to operate at acceptable levels of service with the existing roadway network, with the exception of Oleander Avenue from Bell Avenue to Farmer's Market Road, which is currently operating below the adopted level of service. As this is an existing deficiency, the project is not responsible for improvements to this roadway. Therefore, the project meets the requirements for concurrency.

APPENDIX A

Site Plan


GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.
SCALE 1=50
FOUND 4"x4" CONCRETE MONUMENT RLS 2391
SITE BENCHMARK SET MAG NAIL & DISK LB 6261 ELEVATION = 13.56'
ASPHALT
GATE
12" PIPE
TOP OF BANK
SUNRISE BOULEVARD
CENTERLINE OF 60' RIGHT OF WAY
20' ASPHALT
C1
CHAINLINK FENCE
N88°26'45"W
PARCEL No. 2433-121-0001-000-5
DITCH
CONCRETE SLAB
ABANDONED WELL
VACANT
TOTAL AREA = 502703 sq ft/ 11.54 ACRES
NORTH LINE OF THE SOUTH 548'
WELL
1133.77'
BUILDING FFE=14.55
35.1'
30.0'
29.9'
34.9'
56.6'
56.0'
WOOD POWER POLE
EAST LINE OF THE NW 1/4 OF THE NE 1/4 OF SECTION 33-35-40
S00°47'11"W
6' CHAINLINK FENCE
546.05'
PARCEL No. 2433-111-0001-000-4
24" CORRUGATED METAL PIPE
EDGE OF WATER
WATER VALVE
FIRE HYDRANT
12" PIPE
SOUTH LINE OF THE NW 1/4 OF THE NE 1/4 OF SECTION 33-35-40
N88°26'45"W
TOP OF BANK
60' DRAINAGE EASEMENT
681.50'
PARCEL No. 2433-134-0002-000-2
SEPTIC TANK
DRIVEWAY
WELL
POND

APPENDIX B

St. Lucie County 2023 Traffic Counts and Level of Service Report

Traffic Counts and Level of Service Report
2023

Roadway Name	Location	AADT	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
				Volume	LOS	V/C	Volume	LOS	V/C
2ND ST	CITRUS AVE to ORANGE AVE	2,152	540	152	C	0.28	159	C	0.29
2ND ST	ORANGE AVE to AVENUE A	2,358	540	147	C	0.27	146	C	0.27
7TH ST	SUNRISE BLVD to GEORGIA AVE	1,700	600	113	C	0.19	133	C	0.22
7TH ST	GEORGIA AVE to DELAWARE AVE	2,700	790	203	C	0.26	217	C	0.28
7TH ST	DELAWARE AVE to CITRUS AVE	3,600	790	252	C	0.32	235	C	0.30
7TH ST	CITRUS AVE to ORANGE AVE	3,600	750	252	C	0.34	235	C	0.31
7TH ST	ORANGE AVE to AVENUE C	2,922	750	207	C	0.28	209	C	0.28
7TH ST	AVENUE C to AE BACKUS AVE	2,922	540	207	C	0.38	209	C	0.39
7TH ST	AE BACKUS AVE to AVENUE D	2,922	750	207	C	0.28	209	C	0.28
7TH ST	AVENUE D to AVENUE H	1,884	750	127	C	0.17	128	C	0.17
10TH ST	DELAWARE AVE to ORANGE AVE	1,358	600	90	C	0.15	80	C	0.13
10TH ST	ORANGE AVE to AVENUE C	1,358	600	90	C	0.15	80	C	0.13
10TH ST	AVENUE C to AVENUE D	1,358	540	90	C	0.17	80	C	0.15
13TH ST	VIRGINIA AVE to NEBRASKA AVE	6,900	750	469	D	0.63	445	D	0.59
13TH ST	NEBRASKA AVE to GEORGIA AVE	6,900	790	469	D	0.59	445	D	0.56
13TH ST	GEORGIA AVE to DELAWARE AVE	4,711	750	231	C	0.31	239	C	0.32
13TH ST	DELAWARE AVE to ORANGE AVE	4,076	750	253	C	0.34	221	C	0.30
13TH ST	ORANGE AVE to AVENUE B	3,336	750	186	C	0.25	179	C	0.24
13TH ST	AVENUE B to AVENUE D	3,336	750	186	C	0.25	179	C	0.24
13TH ST	AVENUE D to AVENUE H	2,975	750	159	C	0.21	159	C	0.21
13TH ST	AVENUE H to AVENUE I	2,975	540	159	C	0.29	159	C	0.29
13TH ST	AVENUE I to AVENUE O	2,975	540	159	C	0.29	159	C	0.29
13TH ST	AVENUE O to AVENUE Q	2,975	540	159	C	0.29	159	C	0.29
17TH ST	GEORGIA AVE to DELAWARE AVE	2,689	600	169	C	0.28	166	C	0.28
17TH ST	DELAWARE AVE to ORANGE AVE	5,700	790	290	C	0.37	274	C	0.35
17TH ST	ORANGE AVE to AVENUE D	2,505	750	140	C	0.19	133	C	0.18
17TH ST	AVENUE D to AVENUE Q	2,505	750	140	C	0.19	133	C	0.18
25TH ST	MIDWAY RD to BELL AVE	19,280	2,100	941	C	0.45	941	C	0.45

* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic

Traffic Counts and Level of Service Report
2023

Roadway Name	Location	AADT	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
				Volume	LOS	V/C	Volume	LOS	V/C
25TH ST	BELL AVE to EDWARDS RD	19,086	2,100	1,120	C	0.53	1,117	C	0.53
25TH ST	EDWARDS RD to CORTEZ BLVD	21,959	2,000	1,072	C	0.54	1,072	C	0.54
25TH ST	CORTEZ BLVD to VIRGINIA AVE	22,500	2,000	1,324	C	0.66	1,090	C	0.55
25TH ST	VIRIGINIA AVE to NEBRASKA AVE	22,168	2,000	1,082	C	0.54	1,082	C	0.54
25TH ST	NEBRASKA AVE to OKEECHOBEE RD	22,168	2,000	1,082	C	0.54	1,082	C	0.54
25TH ST	OKEECHOBEE RD to GEORGIA AVE	21,986	1,630	1,016	D	0.62	1,053	D	0.65
25TH ST	GEORGIA AVE to DELAWARE AVE	21,986	1,630	1,016	D	0.62	1,053	D	0.65
25TH ST	DELAWARE AVE to ORANGE AVE	21,569	1,630	1,053	D	0.65	1,053	D	0.65
25TH ST	ORANGE AVE to AVENUE D	23,000	1,630	1,145	D	0.70	1,325	D	0.81
25TH ST	AVENUE D to AVENUE Q	17,945	1,630	876	D	0.54	876	D	0.54
25TH ST	AVENUE Q to JUANITA AVE	16,821	2,000	821	C	0.41	821	C	0.41
25TH ST	JUANITA AVE to ST LUCIE BLVD	16,315	2,100		B			B	
25TH ST	ST LUCIE BLVD to US 1	7,934	2,100	387	C	0.18	387	C	0.18
33RD ST	OKEECHOBEE RD to DELAWARE AVE	7,200	750	408	D	0.54	366	C	0.49
33RD ST	DELAWARE AVE to ORANGE AVE	6,285	790	290	C	0.37	290	C	0.37
35TH ST	KIRBY LOOP RD to CORTEZ BLVD	5,100	540	369	D	0.68	317	D	0.59
35TH ST	CORTEZ BLVD to VIRGINIA AVE	5,100	790	369	C	0.47	317	C	0.40
35TH ST	VIRGINIA AVE to OKEECHOBEE RD	4,639	750	228	C	0.30	246	C	0.33
53RD ST	ANGLE RD to JUANITA AVE	2,515	540	164	C	0.30	169	C	0.31
AE BACKUS AVE	7TH ST to US 1	960	750	68	C	0.09	70	C	0.09
AIROSO BLVD	PORT ST LUCIE BLVD to THORNHILL DR	17,955	2,100	1,135	C	0.54	939	C	0.45
AIROSO BLVD	THORNHILL DR to CROSSTOWN PKWY	17,955	2,100	1,135	C	0.54	939	C	0.45
AIROSO BLVD	CROSSTOWN PKWY to PRIMA VISTA BLVD	18,600	2,100	932	C	0.44	965	C	0.46
AIROSO BLVD	PRIMA VISTA BLVD to FLORESTA DR	15,302	2,000	763	C	0.38	789	C	0.40
AIROSO BLVD	FLORESTA DR to ST JAMES DR	22,893	2,100	1,290	C	0.61	1,230	C	0.59
ANGLE RD	ORANGE AVE to AVENUE D	8,603	790	421	D	0.53	404	D	0.51
ANGLE RD	AVENUE D to AVENUE Q	8,603	540	421	D	0.78	404	D	0.75
ANGLE RD	AVENUE Q to 53RD ST	8,700	600	583	D	0.97	524	D	0.87
ANGLE RD	53RD ST to KEEN RD	6,000	630	378	C	0.60	325	C	0.52

* Volumes shown were adjusted using FDOT Seasonal Factors

* AADT = Annual Average Daily Traffic

Traffic Counts and Level of Service Report
2023

Roadway Name	Location	AADT	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
				Volume	LOS	V/C	Volume	LOS	V/C
BECKER RD	VILLAGE PKWY to I-95	5,800	3,170	441	C	0.14	398	C	0.13
BECKER RD	I-95 to SAVONA BLVD	26,500	2,000	2,031	F	1.02	1,944	D	0.97
BECKER RD	SAVONA BLVD to PORT ST LUCIE BLVD	23,000	2,100	1,443	C	0.69	1,424	C	0.68
BECKER RD	ALBACORE ST to DARWIN BLVD	17,500	1,500	995	C	0.66	986	C	0.66
BECKER RD	PORT ST LUCIE BLVD to ALBACORE ST	17,500	2,100	995	C	0.47	986	C	0.47
BECKER RD	ATHENA DR to FLORIDA'S TURNPIKE	18,000	1,500	1,476	D	0.98	1,276	C	0.85
BECKER RD	DARWIN BLVD to ATHENA DR	18,000	2,000	1,476	C	0.74	1,276	C	0.64
BECKER RD	FLORIDA'S TURNPIKE to SOUTHBEND BLVD	19,500	2,100	1,204	C	0.57	1,169	C	0.56
BECKER RD	SOUTHBEND BLVD to GILSON RD	13,000	920	939	F	1.02	1,004	F	1.09
BELL AVE	25TH ST to SUNRISE BLVD	5,900	790	398	D	0.50	369	C	0.47
BELL AVE	SUNRISE BLVD to OLEANDER AVE	4,600	600	280	C	0.47	256	C	0.43
CALIFORNIA BLVD	CAMEO BLVD to DEL RIO BLVD	8,568	750	520	D	0.69	450	D	0.60
CALIFORNIA BLVD	DEL RIO BLVD to SAVONA BLVD	13,500	920	808	C	0.88	742	C	0.81
CALIFORNIA BLVD	SAVONA BLVD to DEL RIO BLVD	12,000	920	685	C	0.75	803	C	0.87
CALIFORNIA BLVD	DEL RIO BLVD to CROSSTOWN PKWY	18,000	920	1,332	F	1.45	1,109	F	1.21
CALIFORNIA BLVD	CROSSTOWN PKWY to HEATHERWOOD BLVD	21,000	920	1,057	F	1.15	1,053	F	1.15
CALIFORNIA BLVD	HEATHERWOOD BLVD to ST LUCIE WEST BLVD	21,000	920	1,057	F	1.15	1,053	F	1.15
CALIFORNIA BLVD	ST LUCIE WEST BLVD to COUNTRY CLUB DR	9,245	920	564	C	0.61	542	C	0.59
CALIFORNIA BLVD	COUNTRY CLUB DR to UNIVERSITY BLVD	7,685	790	494	C	0.63	497	C	0.63
CALIFORNIA BLVD	UNIVERSITY BLVD to PEACOCK BLVD	7,685	630	494	C	0.78	497	C	0.79
CALIFORNIA BLVD	PEACOCK BLVD to TORINO PKWY	13,000	630	861	F	1.37	763	F	1.21
CAMEO BLVD	PORT ST LUICE BLVD to CALIFORNIA BLVD	5,100	750	363	C	0.48	315	C	0.42
CAMEO BLVD	CALIFORNIA BLVD to CROSSTOWN PKWY	10,409	790	736	D	0.93	619	D	0.78
CAMPBELL RD	PICOS RD to ORANGE AVE	814	540	80	C	0.15	58	C	0.11
CANE SLOUGH RD	US 1 to LENNARD RD	9,637	1,710	487	C	0.28	491	C	0.29
CARLTON RD	CARLTON RD (S) to OKEECHOBEE RD	676	390	40	B	0.10	41	B	0.11
CASHMERE BLVD	PEACOCK BLVD to TORINO PKWY	11,692	630	767	F	1.22	712	F	1.13
CASHMERE BLVD	DEL RIO BLVD to CROSSTOWN PKWY	10,803	920	665	C	0.72	651	C	0.71
CASHMERE BLVD	CROSSTOWN PKWY to HEATHERWOOD BLVD	12,364	920	690	C	0.75	605	C	0.66

* Volumes shown were adjusted using FDOT Seasonal Factors

* AADT = Annual Average Daily Traffic

Traffic Counts and Level of Service Report
2023

Roadway Name	Location	AADT	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
				Volume	LOS	V/C	Volume	LOS	V/C
DELAWARE AVE	25TH ST to OKEECHOBEE RD	1,300	1,220	60	C	0.05	60	C	0.05
DELAWARE AVE	OKEECHOBEE RD to 13TH ST	11,500	790	645	D	0.82	613	D	0.78
DELAWARE AVE	13TH ST to 10TH ST	7,451	750	405	D	0.54	386	D	0.52
DELAWARE AVE	10TH ST to 7TH ST	7,451	600	405	D	0.68	386	D	0.64
DELAWARE AVE	7TH ST to US 1	6,900	750	447	D	0.60	402	D	0.54
EAST TORINO PKWY	CASHMERE BLVD to TORINO PKWY	12,553	830	740	C	0.89	731	C	0.88
EAST TORINO PKWY	TORINO PKWY to MIDWAY RD	15,500	880	1,016	F	1.16	987	F	1.12
EASY ST	US 1 to BUCHANAN DR	7,207	750	399	D	0.53	506	D	0.68
EASY ST	BUCHANAN DR to YUCCA DR	7,207	540	399	D	0.74	506	D	0.94
EDWARDS RD	JENKINS RD to MCNEIL RD	11,153	630	513	C	0.81	516	C	0.82
EDWARDS RD	MCNEIL RD to SELVITZ RD	11,153	700	513	C	0.73	516	C	0.74
EDWARDS RD	SELVITZ RD to 25TH ST	15,291	880	769	C	0.87	782	C	0.89
EDWARDS RD	25TH ST to SUNRISE BLVD	17,013	1,630	827	D	0.51	828	D	0.51
EDWARDS RD	SUNRISE BLVD to OLEANDER AVE	15,984	1,630	793	D	0.49	773	D	0.47
EDWARDS RD	OLEANDER AVE to US 1	9,722	1,630	535	C	0.33	467	C	0.29
FARMER'S MARKET RD	OLEANDER AVE to US 1	1,700	750	89	C	0.12	103	C	0.14
FLORESTA DR	OAKLYN ST to PORT ST LUCIE BLVD	14,500	920	975	F	1.06	817	C	0.89
FLORESTA DR	THORNHILL DR to CROSSTOWN PKWY	14,098	880	960	F	1.09	851	D	0.97
FLORESTA DR	PORT ST LUCIE BLVD to THORNHILL DR	14,098	880	960	F	1.09	851	D	0.97
FLORESTA DR	CROSSTOWN PKWY to PRIMA VISTA BLVD	12,183	920	675	C	0.73	619	C	0.67
FLORESTA DR	PRIMA VISTA BLVD to AIROSO BLVD	10,748	920	594	C	0.65	655	C	0.71
FLORESTA DR	SELVITZ RD to BAYSHORE BLVD	4,750	630	341	C	0.54	363	C	0.58
FLORESTA DR	AIROSO BLVD to SELVITZ RD	4,750	880	341	C	0.39	363	C	0.41
FLORIDA'S TURNPIKE	MARTIN C.L. to BECKER RD	47,500	3,020	2,270	C	0.75	2,270	C	0.75
FLORIDA'S TURNPIKE	PORT ST LUCIE BLVD to OKEECHOBEE RD	55,100	3,020	2,791	C	0.92	2,791	C	0.92
FLORIDA'S TURNPIKE	OKEECHOBEE RD to INDIAN RIVER C.L.	43,200	1,680	2,157	C	1.28	2,157	C	1.28
FT PIERCE BLVD	INDRIO RD to EMERSON AVE	3,200	540	217	C	0.40	223	C	0.41
GARDENIA AVE	OLEANDER AVE to US 1	2,780	750	214	C	0.28	204	C	0.27
GATLIN BLVD	W OF I-95 to E OF I-95	49,323	3,170	2,408	C	0.76	2,408	C	0.76

* Volumes shown were adjusted using FDOT Seasonal Factors

* AADT = Annual Average Daily Traffic

Traffic Counts and Level of Service Report
2023

Roadway Name	Location	AADT	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
				Volume	LOS	V/C	Volume	LOS	V/C
MIDWAY RD	OKEECHOBEE RD to SHINN RD	6,581	760	331	C	0.44	331	C	0.44
MIDWAY RD	SHINN RD to MCCARTY RD	6,581	630	331	C	0.53	331	C	0.53
MIDWAY RD	MCCARTY RD to I-95	6,581	700	331	C	0.47	331	C	0.47
MIDWAY RD	I-95 to GLADES CUT-OFF RD	20,913	2,100	1,021	C	0.49	1,021	C	0.49
MIDWAY RD	GLADES CUT-OFF RD to EAST TORINO PKWY	23,000	2,100	1,190	C	0.57	1,256	C	0.60
MIDWAY RD	W OF SELVITZ RD to SELVITZ RD	25,000	2,100	1,245	C	0.59	1,298	C	0.62
MIDWAY RD	SELVITZ RD to CHRISTENSEN RD	23,000	2,100	1,176	C	0.56	1,166	C	0.56
MIDWAY RD	CHRISTENSEN RD to 25TH ST	23,000	2,100	1,176	C	0.56	1,166	C	0.56
MIDWAY RD	25TH ST to SUNRISE BLVD	23,000	2,100	1,245	C	0.59	1,147	C	0.55
MIDWAY RD	SUNRISE BLVD to OLEANDER AVE	23,000	2,100	1,245	C	0.59	1,147	C	0.55
MIDWAY RD	OLEANDER AVE to US 1	20,000	2,100	1,011	C	0.48	974	C	0.46
MIDWAY RD	US 1 to WALLACE ST	3,690	790	183	C	0.23	183	C	0.23
MIDWAY RD	WALLACE ST to WEATHERBEE RD	3,690	920	183	C	0.20	183	C	0.20
MIDWAY RD	WEATHERBEE RD to INDIAN RIVER DR	3,690	630	183	C	0.29	183	C	0.29
MORNINGSIDE BLVD	WESTMORELAND BLVD to PORT ST LUCIE BLVD	2,289	920	123	C	0.13	123	C	0.13
MORNINGSIDE BLVD	PORT ST LUCIE BLVD to LYNGATE DR	3,728	880	296	C	0.34	314	C	0.36
NEBRASKA AVE	25TH ST to 13TH ST	3,752	1,710	249	C	0.15	192	C	0.11
OAKRIDGE DR	MOUNTWELL ST to OAKLYN ST	7,113	700	442	C	0.63	385	C	0.55
OHIO AVE	SUNRISE BLVD to COLONIAL RD	3,875	540	205	C	0.38	227	C	0.42
OHIO AVE	COLONIAL RD to US 1	3,875	750	205	C	0.27	227	C	0.30
OKEECHOBEE RD	OKEECHOBEE C.L. to BLUEFIELD RD	11,835	1,580	618	B	0.39	665	B	0.42
OKEECHOBEE RD	BLUEFIELD RD to CARLTON RD	11,835	2,000	618	B	0.31	665	B	0.33
OKEECHOBEE RD	CARLTON RD to SNEED RD	8,931	2,100	449	B	0.21	449	B	0.21
OKEECHOBEE RD	IDEAL HOLDING RD to HEADER CANAL RD	8,931	2,100	449	B	0.21	449	B	0.21
OKEECHOBEE RD	SNEED RD to IDEAL HOLDING RD	8,931	2,100	449	B	0.21	449	B	0.21
OKEECHOBEE RD	HEADER CANAL RD to MIDWAY RD	8,931	2,450	449	B	0.18	449	B	0.18
OKEECHOBEE RD	MIDWAY RD to SHINN RD	8,931	3,110	449	B	0.14	449	B	0.14
OKEECHOBEE RD	SHINN RD to MCCARTY RD	7,079	3,240	335	B	0.10	335	B	0.10
OKEECHOBEE RD	MCCARTY RD to FLORIDA'S TURNPIKE	9,733	3,240	490	B	0.15	490	B	0.15

* Volumes shown were adjusted using FDOT Seasonal Factors

* AADT = Annual Average Daily Traffic

Traffic Counts and Level of Service Report
2023

Roadway Name	Location	AADT	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
				Volume	LOS	V/C	Volume	LOS	V/C
OKEECHOBEE RD	FLORIDA'S TURNPIKE to KINGS HWY	9,733	2,100	490	C	0.23	490	C	0.23
OKEECHOBEE RD	KINGS HWY to CROSSROADS PKWY	23,734	4,240	1,195	C	0.28	1,195	C	0.28
OKEECHOBEE RD	CROSSROADS PKWY to I-95	26,375	4,240	1,327	C	0.31	1,327	C	0.31
OKEECHOBEE RD	I-95 to JENKINS RD	32,142	4,240	1,569	C	0.37	1,569	C	0.37
OKEECHOBEE RD	JENKINS RD to MCNEIL RD	32,142	4,040	1,569	C	0.39	1,569	C	0.39
OKEECHOBEE RD	MCNEIL RD to VIRGINIA AVE	31,230	3,170	1,524	C	0.48	1,524	C	0.48
OKEECHOBEE RD	VIRGINIA AVE to HARTMAN RD	15,500	2,100	802	C	0.38	791	C	0.38
OKEECHOBEE RD	HARTMAN RD to 35TH ST	15,500	1,630	802	D	0.49	791	D	0.49
OKEECHOBEE RD	35TH ST to 33RD ST	16,500	1,630	859	D	0.53	822	D	0.50
OKEECHOBEE RD	33RD ST to 25TH ST	16,500	1,630	859	D	0.53	822	D	0.50
OKEECHOBEE RD	25TH ST to GEORGIA AVE	12,000	1,630	695	C	0.43	616	C	0.38
OKEECHOBEE RD	GEORGIA AVE to DELAWARE AVE	12,000	1,710	695	C	0.41	616	C	0.36
OLD DIXIE HWY	US 1 to SR A1A NORTH	830	790	129	C	0.16	123	C	0.16
OLD DIXIE HWY	SR A1A NORTH to ST LUCIE BLVD	1,753	750	82	C	0.11	82	C	0.11
OLD DIXIE HWY	ST LUCIE BLVD to INDRIO RD	2,125	790	172	C	0.22	126	C	0.16
OLD DIXIE HWY	INDRIO RD to INDIAN RIVER C.L.	1,340	870	63	C	0.07	63	C	0.07
OLEANDER AVE	BEACH AVE to KITTERMAN RD	2,970	540	172	C	0.32	194	C	0.36
OLEANDER AVE	KITTERMAN RD to MIDWAY RD	6,162	750	358	C	0.48	358	C	0.48
OLEANDER AVE	MIDWAY RD to WEATHERBEE RD	6,400	750	362	C	0.48	365	C	0.49
OLEANDER AVE	WEATHERBEE RD to BELL AVE	6,400	540	362	D	0.67	365	D	0.68
OLEANDER AVE	BELL AVE to FARMER'S MARKET RD	12,703	540	613	F	1.14	581	F	1.08
OLEANDER AVE	FARMER'S MARKET RD to EDWARDS RD	12,703	750	613	D	0.82	581	D	0.78
OLEANDER AVE	EDWARDS RD to WISTERIA AVE	9,907	750	601	D	0.80	500	D	0.67
OLEANDER AVE	WISTERIA AVE to GARDENIA AVE	9,907	540	601	F	1.11	500	D	0.93
OLEANDER AVE	GARDENIA AVE to VIRGINIA AVE	9,907	790	601	D	0.76	500	D	0.63
OLEANDER AVE	VIRGINIA AVE to SUNRISE BLVD	5,500	600	309	D	0.52	320	D	0.53
ORANGE AVE	OKEECHOBEE C.L. to SNEED RD	5,195	670	303	C	0.45	289	C	0.43
ORANGE AVE	SNEED RD to HEADER CANAL RD	5,195	670	303	C	0.45	289	C	0.43
ORANGE AVE	HEADER CANAL RD to SHINN RD	5,195	670	303	C	0.45	289	C	0.43

* Volumes shown were adjusted using FDOT Seasonal Factors

* AADT = Annual Average Daily Traffic

Traffic Counts and Level of Service Report
2023

Roadway Name	Location	AADT	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
				Volume	LOS	V/C	Volume	LOS	V/C
SUNRISE BLVD	MIDWAY RD to BELL AVE	3,611	540	218	C	0.40	230	C	0.43
SUNRISE BLVD	BELL AVE to EDWARDS RD	4,050	750	267	C	0.36	270	C	0.36
SUNRISE BLVD	EDWARDS RD to CORTEZ BLVD	7,600	600	586	D	0.98	511	D	0.85
SUNRISE BLVD	CORTEZ BLVD to VIRGINIA AVE	7,600	750	586	D	0.78	511	D	0.68
SUNRISE BLVD	VIRGINIA AVE to OLEANDER AVE	6,700	750	419	D	0.56	416	D	0.56
SUNRISE BLVD	OLEANDER AVE to 7TH ST	5,053	1,540	291	C	0.19	357	C	0.23
SUNRISE BLVD	7TH ST to US 1	5,053	1,710	291	C	0.17	357	C	0.21
TIFFANY AVE	US 1 to HILLMOOR DR	17,532	2,100	992	C	0.47	904	C	0.43
TIFFANY AVE	HILLMOOR DR to VILLAGE GREEN DR	17,532	2,100	992	C	0.47	904	C	0.43
TIFFANY AVE	VILLAGE GREEN DR to LENNARD RD	4,227	2,100	205	C	0.10	199	C	0.10
TORINO PKWY	CASHMERE BLVD to CALIFORNIA BLVD	7,020	630	449	C	0.71	410	C	0.65
TORINO PKWY	CALIFORNIA BLVD to EAST TORINO PKWY	4,984	630	329	C	0.52	269	C	0.43
TRADITION PKWY	COMMUNITY BLVD to VILLAGE PKWY	7,590	1,710	794	D	0.46	770	C	0.45
TRADITION PKWY	VILLAGE PKWY to W OF I-95	46,500	3,170	2,338	C	0.74	2,116	C	0.67
TULIP BLVD	DARWIN BLVD to PORT ST LUCIE BLVD	9,314	790	610	D	0.77	551	D	0.70
TULIP BLVD	PORT ST LUCIE BLVD to PAAR DR	10,813	790	605	D	0.77	647	D	0.82
TULIP BLVD	PAAR DR to DARWIN BLVD	10,813	790	605	D	0.77	647	D	0.82
TURNPIKE FEEDER RD	TURNPIKE FEEDER RD SB RAMP to US 1	4,920	660		B			B	
TURNPIKE FEEDER RD	INDIAN PINES BLVD to TURNPIKE FEEDER RD SB R...	11,335	870	553	C	0.64	553	C	0.64
TURNPIKE FEEDER RD	INDRIO RD to INDIAN PINES BLVD	13,204	870	644	C	0.74	644	C	0.74
US 1	MARTIN C.L. to LENNARD RD	47,386	4,240	2,354	C	0.56	2,354	C	0.56
US 1	LENNARD RD to PORT ST LUCIE BLVD	47,386	4,040	2,354	C	0.58	2,354	C	0.58
US 1	PORT ST LUCIE BLVD to JENNINGS RD	32,450	3,020	1,612	C	0.53	1,612	C	0.53
US 1	JENNINGS RD to TIFFANY AVE	32,450	3,020	1,612	C	0.53	1,612	C	0.53
US 1	TIFFANY AVE to WALTON RD	32,450	3,020	1,612	C	0.53	1,612	C	0.53
US 1	WALTON RD to VILLAGE GREEN DR	44,760	3,020	2,223	C	0.74	2,223	C	0.74
US 1	VILLAGE GREEN DR to SPANISH LAKES BLVD	46,801	3,170	2,325	C	0.73	2,325	C	0.73
US 1	SPANISH LAKES BLVD to PRIMA VISTA BLVD	46,801	3,170	2,325	C	0.73	2,325	C	0.73
US 1	PRIMA VISTA BLVD to RIO MAR DR	35,621	3,170	1,769	C	0.56	1,769	C	0.56

* Volumes shown were adjusted using FDOT Seasonal Factors

* AADT = Annual Average Daily Traffic

APPENDIX C

Growth Rate

&

Background Projects

Historical Growth Rate Calculation

Segment	From	To	2017 AADT	2022 AADT	5 Year Historical Growth Rate
US-1	Edwards Rd	Weatherbee Rd	33,000	34,000	0.60%
	Weatherbee Rd	Midway Rd	31,000	30,000	-0.65%
25th St	Edwards Rd	Bell Ave	18,200	15,700	-2.91%
	Bell Ave	Midway Rd	19,100	18,100	-1.07%
Sunrise Blvd	Edwards Rd	Bell Ave	3,500	3,700	1.12%
	Bell Ave	Midway Rd	1,550	2,700	11.74%
Midway Rd	25th St	US-1	15,300	17,000	2.13%
Oleander Ave	Edwards Rd	Bell Ave	7,800	10,000	5.09%
	Bell Ave	Midway Rd	6,400	7,200	2.38%
Edwards Rd	25th St	Sunrise Blvd	13,600	16,900	4.44%
	Sunrise Blvd	Oleander Ave	12,100	11,000	-1.89%
	Oleander Ave	US-1	8,500	8,300	-0.48%
Bell Ave	25th St	Sunrise Blvd	3,500	6,800	14.21%
	Sunrise Blvd	Oleander Ave	2,900	5,500	13.66%
		Total	176,450	186,900	1.16%

*Source FDOT Historical Traffic Counts

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0012 - SR 5/US 1 - S OF CR 611/EDWARDS RD (COUNTY 12)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	34000 C	N 17000	S 17000	9.00	52.30	6.10
2021	30000 C	N 14000	S 16000	9.00	51.80	6.10
2020	41500 C	N 16500	S 25000	9.00	52.60	6.10
2019	33000 F	N 15500	S 17500	9.00	52.50	2.10
2018	33000 C	N 15500	S 17500	9.00	52.40	2.10
2017	33000 C	N 16000	S 17000	9.00	52.00	2.10
2016	32000 C	N 16000	S 16000	9.00	52.30	1.60
2015	30000 C	N 15000	S 15000	9.00	52.70	1.60
2014	28000 C	N 14000	S 14000	9.00	52.50	5.70
2013	30000 C	N 15000	S 15000	9.00	55.90	5.50
2012	34000 C	N 17000	S 17000	9.00	55.80	5.50
2011	29000 C	N 13500	S 15500	9.00	56.20	5.50
2010	32000 C	N 16000	S 16000	11.16	56.34	8.80
2009	33000 C	N 16500	S 16500	11.51	56.49	7.10
2008	34000 C	N 17000	S 17000	11.31	55.19	2.60
2007	45000 C	N 22000	S 23000	11.33	56.77	2.60

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
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0016 - CR 615/25 ST S - N OF CR 712/MIDWAY RD (COUNTY 171 AND 16)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	18100 C	N 8800	S 9300	9.00	51.40	5.00
2021	18000 V	N 8600	S 9400	9.00	50.90	7.20
2020	18200 R	N 8700	S 9500	9.00	51.30	31.50
2019	19000 T	N 9100	S 9900	9.00	51.00	7.80
2018	19200 S	N 9200	S 10000	9.00	51.30	5.80
2017	19100 F	N 9100	S 10000	9.00	50.90	10.00
2016	18900 C	N 8900	S 10000	9.00	50.90	6.20
2015	15900 V	N 7800	S 8100	9.00	51.00	4.90
2014	15900 R	N 7800	S 8100	9.00	50.80	5.90
2013	15900 T	N 7800	S 8100	9.00	50.80	8.50
2012	15900 S	N 7800	S 8100	9.00	56.80	4.20
2011	16100 F	N 7900	S 8200	9.00	57.20	6.20
2010	16100 C	N 7900	S 8200	10.32	55.40	6.20
2009	15400 C	N 7800	S 7600	10.27	57.35	6.20
2007	12600 C	N 6100	S 6500	10.31	58.74	5.20

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
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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
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0020 - SR 5 / US 1 - N OF CR 712/MIDWAY RD (COUNTY 20)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	30000 C	N 15000	S 15000	9.00	52.30	7.70
2021	34500 C	N 19000	S 15500	9.00	51.80	7.70
2020	27000 C	N 13500	S 13500	9.00	52.60	6.30
2019	32000 S	N 16000	S 16000	9.00	52.50	8.50
2018	32000 F	N 16000	S 16000	9.00	52.40	6.10
2017	31000 C	N 15500	S 15500	9.00	52.00	4.50
2016	31500 C	N 16000	S 15500	9.00	52.30	4.50
2015	29000 C	N 14500	S 14500	9.00	52.70	4.50
2014	29000 C	N 14500	S 14500	9.00	52.50	4.60
2013	28500 C	N 14000	S 14500	9.00	55.90	2.80
2012	32000 C	N 16000	S 16000	9.00	55.80	2.80
2011	28000 F	N 14000	S 14000	9.00	56.20	6.20
2010	28000 C	N 14000	S 14000	11.16	56.34	6.20
2009	27000 C	N 13500	S 13500	11.51	56.49	7.10
2007	39000 F			11.33	56.77	5.70

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
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0027 - CR 611-B/EDWARDS RD - W OF SR 5/US1 (COUNTY 173)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	8300 T	E 4100	W 4200	9.00	51.40	5.00
2021	8300 S	E 4100	W 4200	9.00	50.90	7.20
2020	8500 F	E 4200	W 4300	9.00	51.30	31.50
2019	8900 C	E 4400	W 4500	9.00	51.00	7.80
2018	8500 V	E 4200	W 4300	9.00	51.30	5.80
2017	8500 R	E 4200	W 4300	9.00	50.90	10.00
2016	8300 T	E 4100	W 4200	9.00	50.90	6.20
2015	8300 S	E 4100	W 4200	9.00	51.00	41.80
2014	8300 F	E 4100	W 4200	9.00	50.80	49.50
2013	8300 C	E 4100	W 4200	9.00	50.80	11.90
2012	9000 S	E 4500	W 4500	9.00	56.80	7.10
2011	9000 F	E 4500	W 4500	9.00	57.20	7.60
2010	9000 C	E 4500	W 4500	10.32	55.40	4.90

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN

*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0168 - CR 605/OLEANDER AVE - N OF CR 712/MIDWAY RD (COUNTY 139)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	7200 T	N 3600	S 3600	9.00	51.40	5.00
2021	7200 S	N 3600	S 3600	9.00	50.90	7.20
2020	7200 F	N 3600	S 3600	9.00	51.30	31.50
2019	7600 C	N 3800	S 3800	9.00	51.00	7.80
2018	6400 V	N 3200	S 3200	9.00	51.30	5.80
2017	6400 R	N 3200	S 3200	9.00	50.90	10.00
2016	6200 T	N 3100	S 3100	9.00	50.90	6.20
2015	6200 S	N 3100	S 3100	9.00	51.00	41.80
2014	6200 F	N 3100	S 3100	9.00	50.80	49.50
2013	6200 C	N 3100	S 3100	9.00	50.80	11.90
2012	6800 S	N 3300	S 3500	9.00	56.80	9.20
2011	6800 F	N 3300	S 3500	9.00	57.20	9.20
2010	6800 C	N 3300	S 3500	10.32	55.40	9.20
2009	9000 C	N 4400	S 4600	10.27	57.35	6.30
2008	10500 C	N 5200	S 5300	10.45	58.06	7.10

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
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FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
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COUNTY: 94 - ST.LUCIE

SITE: 7002 - ON BELL AVE - E. OF SUNRISE BLVD (COUNTY 102)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	5500 R	E 3000	W 2500	9.00	51.40	5.00
2021	5500 T	E 3000	W 2500	9.00	50.90	7.20
2020	5500 S	E 3000	W 2500	9.00	51.30	31.50
2019	5700 F	E 3100	W 2600	9.00	51.00	7.80
2018	5700 C	E 3100	W 2600	9.00	51.30	5.80
2017	2900 V	E 1500	W 1400	9.00	50.90	10.00
2016	2900 R	E 1500	W 1400	9.00	50.90	6.20
2015	2900 T	E 1500	W 1400	9.00	51.00	41.80
2014	2900 S	E 1500	W 1400	9.00	50.80	49.50
2013	2900 F	E 1500	W 1400	9.00	50.80	11.90
2012	2900 C	E 1500	W 1400	9.00	56.80	7.10
2011	3000 S	E 1600	W 1400	9.00	57.20	12.40
2010	3000 F	E 1600	W 1400	10.32	55.40	12.40
2009	3000 C	E 1600	W 1400	10.27	57.35	12.40
2008	3100 C	E 1600	W 1500	10.45	58.06	8.60

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
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 7003 - ON BELL AVE - W. OF SUNRISE BLVD (COUNTY 104)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	6800 R	E 2900	W 3900	9.00	51.40	5.00
2021	6800 T	E 2900	W 3900	9.00	50.90	7.20
2020	6900 S	E 2900	W 4000	9.00	51.30	31.50
2019	7200 F	E 3000	W 4200	9.00	51.00	7.80
2018	7200 C	E 3000	W 4200	9.00	51.30	5.80
2017	3500 V	E 1700	W 1800	9.00	50.90	10.00
2016	3500 R	E 1700	W 1800	9.00	50.90	6.20
2015	3500 T	E 1700	W 1800	9.00	51.00	41.80
2014	3500 S	E 1700	W 1800	9.00	50.80	49.50
2013	3500 F	E 1700	W 1800	9.00	50.80	11.90
2012	3500 C	E 1700	W 1800	9.00	56.80	7.10
2011	3000 S	E 1500	W 1500	9.00	57.20	9.50
2010	3000 F	E 1500	W 1500	10.32	55.40	9.50
2009	3000 C	E 1500	W 1500	10.27	57.35	9.50
2008	2500 C	E 1300	W 1200	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

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 7007 - ON EDWARDS RD - W. OF SUNRISE BLVD (COUNTY 108)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	16900 R	E 8700	W 8200	9.00	51.40	5.00
2021	17000 T	E 8800	W 8200	9.00	50.90	7.20
2020	17200 S	E 8900	W 8300	9.00	51.30	31.50
2019	18000 F	E 9300	W 8700	9.00	51.00	7.80
2018	18200 C	E 9400	W 8800	9.00	51.30	5.80
2017	13600 V	E 6900	W 6700	9.00	50.90	10.00
2016	13400 R	E 6800	W 6600	9.00	50.90	6.20
2015	13200 T	E 6700	W 6500	9.00	51.00	41.80
2014	13200 S	E 6700	W 6500	9.00	50.80	49.50
2013	13200 F	E 6700	W 6500	9.00	50.80	11.90
2012	13200 C	E 6700	W 6500	9.00	56.80	7.10
2011	14200 F	E 7200	W 7000	9.00	57.20	7.60
2010	14200 C	E 7200	W 7000	10.32	55.40	4.90

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 7041 - SUNRISE BLVD - S OF EDWARDS RD (COUNTY 153)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	3700 T	N 1700	S 2000	9.00	51.40	5.00
2021	3700 S	N 1700	S 2000	9.00	50.90	7.20
2020	3700 F	N 1700	S 2000	9.00	51.30	31.50
2019	3900 C	N 1800	S 2100	9.00	51.00	7.80
2018	3500 V	N 1700	S 1800	9.00	51.30	5.80
2017	3500 R	N 1700	S 1800	9.00	50.90	10.00
2016	3500 T	N 1700	S 1800	9.00	50.90	6.20
2015	3500 S	N 1700	S 1800	9.00	51.00	41.80
2014	3500 F	N 1700	S 1800	9.00	50.80	49.50
2013	3500 C	N 1700	S 1800	9.00	50.80	11.90
2012	3300 S	N 1600	S 1700	9.00	56.80	3.30
2011	3300 F	N 1600	S 1700	9.00	57.20	3.30
2010	3300 C	N 1600	S 1700	10.32	55.40	3.30
2009	3700 C	N 1800	S 1900	10.27	57.35	5.20

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
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 7045 - SUNRISE BLVD - N. OF MIDWAY RD WEST (COUNTY 157)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	2700 F	N 1300	S 1400	9.00	51.40	7.40
2021	2700 C	N 1300	S 1400	9.00	50.90	7.40
2020	2500 S	N 1400	S 1100	9.00	51.30	6.00
2019	2700 F	N 1500	S 1200	9.00	51.00	6.00
2018	2700 C	N 1500	S 1200	9.00	51.30	6.00
2017	1550 S	N 750	S 800	9.00	50.90	10.00
2016	1550 F	N 750	S 800	9.00	50.90	6.20
2015	1550 C	N 750	S 800	9.00	51.00	41.80
2014	2100 V	N 1100	S 1000	9.00	50.80	49.50
2013	2100 X	N 1100	S 1000	9.00	50.80	11.90
2012	2100 T	N 1100	S 1000	9.00	56.80	7.10
2011	2100 S	N 1100	S 1000	9.00	57.20	9.80
2010	2100 F	N 1100	S 1000	10.32	55.40	9.80
2009	2100 C	N 1100	S 1000	10.27	57.35	9.80
2008	2900 C	N 1500	S 1400	10.45	58.06	10.20

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
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 8540 - MIDWAY RD FROM OLEOANDER AVE MEVILLE RD (HPMS)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	17000 R	E 8700	W 8300	9.00	51.40	5.00
2021	17100 T	E 8800	W 8300	9.00	50.90	7.20
2020	17300 S	E 8900	W 8400	9.00	51.30	31.50
2019	18100 F	E 9300	W 8800	9.00	51.00	7.80
2018	18300 C	E 9400	W 8900	9.00	51.30	5.80
2017	15300 S	E 7900	W 7400	9.00	50.90	8.80
2016	15100 F	E 7800	W 7300	9.00	50.90	8.80
2015	14900 C	E 7700	W 7200	9.00	51.00	8.80
2014	18300 F	E 8400	W 9900	9.00	50.80	6.60
2013	18300 C	E 8400	W 9900	9.00	50.80	6.60
2012	15900 C	E 8400	W 7500	9.00	56.80	6.60
2011	11400 T	0	0	9.00	57.20	7.60
2010	11400 S	E 5600	W 5800	10.32	55.40	12.00
2009	11400 F	E 5600	W 5800	10.27	57.35	12.00
2008	11600 C	E 5700	W 5900	10.45	58.06	12.00

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
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 8541 - OLEANDER AVE FROM FARMER MARKET RD TO KANNER DR (HPMS)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	10000 F	N 5400	S 4600	9.00	51.40	7.40
2021	10000 C	N 5400	S 4600	9.00	50.90	7.40
2020	9300 S	N 5100	S 4200	9.00	51.30	8.50
2019	9700 F	N 5300	S 4400	9.00	51.00	8.50
2018	9700 C	N 5300	S 4400	9.00	51.30	8.50
2017	7800 S	N 4100	S 3700	9.00	50.90	11.70
2016	7600 F	N 4000	S 3600	9.00	50.90	11.70
2015	7600 C	N 4000	S 3600	9.00	51.00	11.70
2014	9100 F	N 5000	S 4100	9.00	50.80	6.00
2013	9100 C	N 5000	S 4100	9.00	50.80	6.00
2012	8500 C	N 4200	S 4300	9.00	56.80	6.00
2011	10900 T	0	0	9.00	57.20	7.60
2010	10900 S	N 5500	S 5400	10.32	55.40	10.10
2009	10900 F	N 5500	S 5400	10.27	57.35	10.10
2008	11100 C	N 5600	S 5500	10.45	58.06	10.10

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
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 8543 - EDWARDS RD/CR 611B FROM S 25 ST TO OLEANDER AVE (COUNTY 502) (HPMS)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	11000 T	E 6000	W 5000	9.00	51.40	5.00
2021	11000 S	E 6000	W 5000	9.00	50.90	19.60
2020	11200 F	E 6100	W 5100	9.00	51.30	19.60
2019	11700 C	E 6400	W 5300	9.00	51.00	19.60
2018	13900 C	E 7100	W 6800	9.00	51.30	5.80
2017	12100 S	E 6200	W 5900	9.00	50.90	10.60
2016	11900 F	E 6100	W 5800	9.00	50.90	10.60
2015	11700 C	E 6000	W 5700	9.00	51.00	10.60
2014	13300 F	E 6700	W 6600	9.00	50.80	5.40
2013	13300 C	E 6700	W 6600	9.00	50.80	5.40
2012	12300 C	E 6300	W 6000	9.00	56.80	5.40
2011	11800 T	0	0	9.00	57.20	7.60
2010	11800 S	E 6000	W 5800	10.32	55.40	10.60
2009	11800 F	E 6000	W 5800	10.27	57.35	10.60
2008	12000 C	E 6100	W 5900	10.45	58.06	10.60

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
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 8549 - S 25TH ST (CR 615) - N OF DADE RD (HPMS)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	15700 F	N 7600	S 8100	9.00	51.40	18.10
2021	15700 C	N 7600	S 8100	9.00	50.90	18.10
2020	16800 S	N 8300	S 8500	9.00	51.30	5.20
2019	17600 F	N 8700	S 8900	9.00	51.00	5.20
2018	17800 C	N 8800	S 9000	9.00	51.30	5.20
2017	18200 S	N 8900	S 9300	9.00	50.90	10.00
2016	17800 F	N 8700	S 9100	9.00	50.90	10.00
2015	17600 C	N 8600	S 9000	9.00	51.00	10.00
2014	16300 C	N 8000	S 8300	9.00	50.80	3.60
2013	14100 C	N 7300	S 6800	9.00	50.80	3.60

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

AMERICAN SILICONE (Fort Pierce, FL)

Traffic Impact Report

September 2021
Revised January 2024

Kimley»Horn

Table 1: Trip Generation Summary

	Land Use	ITE LUC	Size	Units	Trip Rate[1]	Daily Trip Generation				
						Total	In[1]		Out[1]	
DAILY	Retail	820	**7.878**	KSF	135.57	1,068	*50%*	534	*50%*	534
	Coffee/Donut Shop w/ Drive-Through	937	**2.500**	KSF	820.38	2,051	*50%*	1,026	*50%*	1,025
	General Light Industrial	110	**22.680**	KSF	4.96	112	*50%*	56	*50%*	56
	Total Generated Trips					**3,231**	**1,616**		**1,615**	
	Internal Capture[2]	23.8%				742	371		371	
	Total Driveway Trips					**2,489**	**1,245**		**1,244**	
	LUC 820 Pass-by Trips[3]	34%				*278*	*139*		*139*	
	LUC 938 Pass-by Trips[3, 4]	89%				*1,392*	*696*		*696*	
	10% of Adjacent Street Traffic Cap[5]	710				710	355		355	
	Net New External Trips					**1,779**	**890**		**889**	
	Land Use	**ITE LUC**	**Size**	**Units**	**Trip Rate[1]**	**AM Peak Hour Trip Generation**				
						Total	**In[1]**		**Out[1]**	
AM PEAK HOUR	Retail	820	**7.878**	KSF	0.94	7	*62%*	4	*38%*	3
	Coffee/Donut Shop w/ Drive-Through	937	**2.500**	KSF	88.99	222	*51%*	113	*49%*	109
	General Light Industrial	110	**22.680**	KSF	0.70	16	*88%*	14	*12%*	2
	Total Generated Trips					**245**	**131**		**114**	
	Internal Capture[2]	0.0%				0	0		0	
	Total Driveway Trips					**245**	**131**		**114**	
	LUC 820 Pass-by Trips[3]	34%				*4*	*2*		*2*	
	LUC 938 Pass-by Trips[3, 4]	89%				*198*	*99*		*99*	
	10% of Adjacent Street Traffic Cap[5]	39				39	20		19	
	Net New External Trips					**206**	**111**		**95**	
	Land Use	**ITE LUC**	**Size**	**Units**	**Trip Rate[1]**	**PM Peak Hour Trip Generation**				
						Total	**In[1]**		**Out[1]**	
PM PEAK HOUR	Retail	820	**7.878**	KSF	10.52	83	*48%*	40	*52%*	43
	Coffee/Donut Shop w/ Drive-Through	937	**2.500**	KSF	43.38	108	*50%*	54	*50%*	54
	General Light Industrial	110	**22.680**	KSF	0.63	14	*13%*	2	*87%*	12
	Total Generated Trips					**205**	**96**		**109**	
	Internal Capture[2]	33.9%				64	32		32	
	Total Driveway Trips					**141**	**64**		**77**	
	LUC 820 Pass-by Trips[3]	34%				*20*	*10*		*10*	
	LUC 938 Pass-by Trips[3, 4]	89%				*64*	*32*		*32*	
	10% of Adjacent Street Traffic Cap[5]	42				42	21		21	
	Net New External Trips					**99**	**43**		**56**	

[1] Vehicle trip rates and directional splits per data and procedures outlined in ITE Trip Generation, 10th Edition

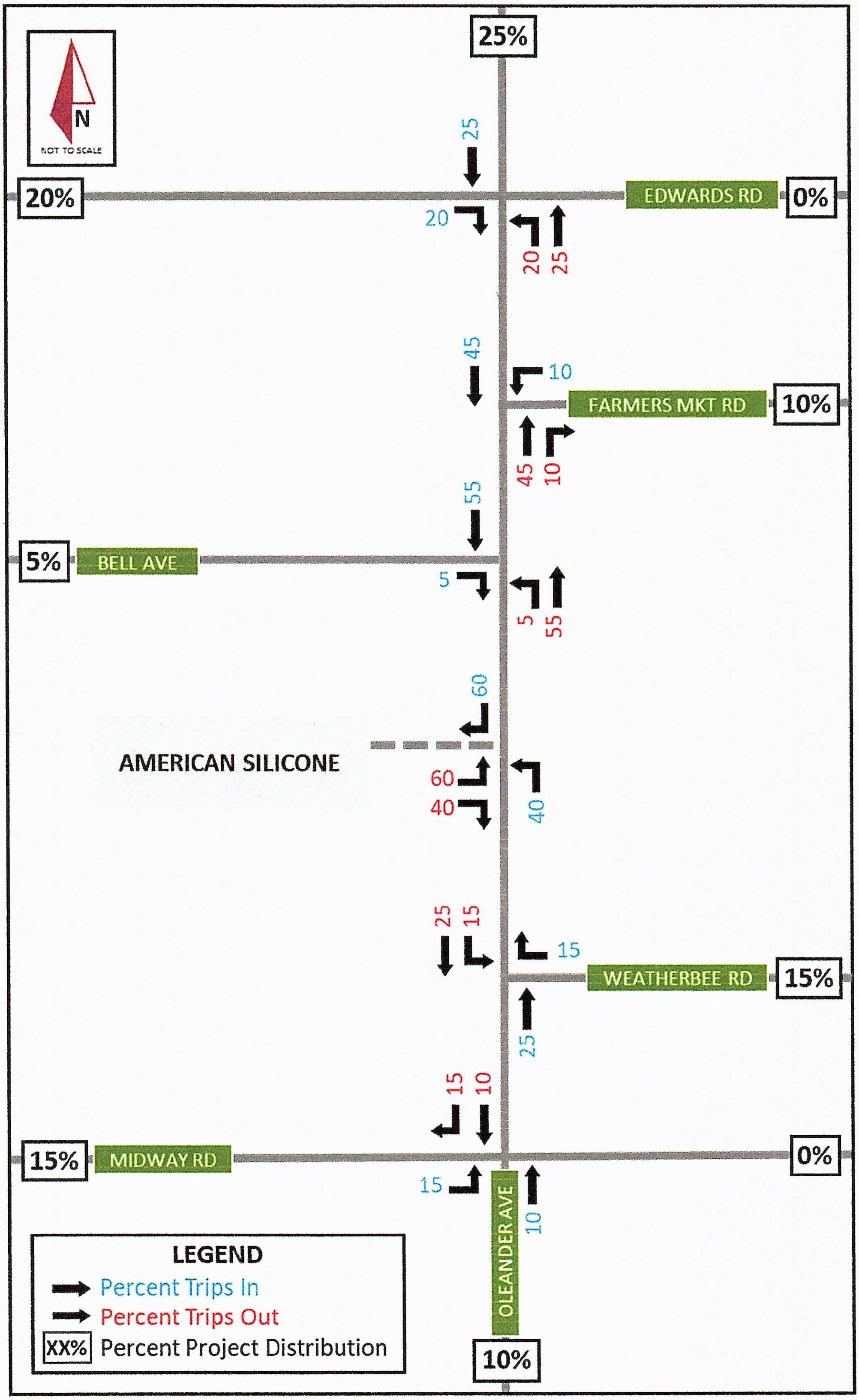
[2] Internal Capture rate per ITE Trip Generation Handbook, 3rd Edition

[3] Pass-by trip rate per ITE Trip Generation Handbook, 3rd Edition, capped at 10% of adjacent street traffic

[4] Pass-by trip rate for LUC 938 (Coffee/Donut Shop w/ Drive-Through Window and No Indoor Seating) was referenced as ITE does not provide a rate for LUC 937

[5] Adjacent Street Traffic on Oleander Avenue from latest St. Lucie TPO Traffic Counts and Level of Service Report:
Daily: 7,100 AM Peak Hour: 388 PM Peak Hour: 421

Figure 1: Project Trip Distribution


25%
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20%
EDWARDS RD
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FARMERS MKT RD
10%
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5%
BELL AVE
5
5
55
60
AMERICAN SILICONE
60
40
40
25
15
15
WEATHERBEE RD
15%
25
15
10
15%
MIDWAY RD
0%
15
10
OLEANDER AVE
10%
LEGEND
Percent Trips In
Percent Trips Out
XX% Percent Project Distribution

O'ROURKE
ENGINEERING & PLANNING

TRAFFIC ANALYSIS

FOR

Dade & Sunrise – Parcels North

Prepared for:

Mrs. Patricia Sesta
EDC
10250 SW Village Parkway, Suite 201
Port St. Lucie, FL 34987

Prepared by

O'Rourke Engineering & Planning
22 SE Seminole St
Stuart, Florida 34994
772-781-7918

February 11, 2022
Revised June 17, 2022
SR22012.0

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 22 SE Seminole St Stuart, Florida 34994 772-781-7918	Professional Engineer Susan E. O'Rourke, P.E. Date signed and sealed: 6/17/2022 License #: 42684

Table 1 - Trip Generation

Table 1a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Multifamily Housing (Low-Rise)	220	216	DU	T = 6.41(X) + 75.31	50%	50%	730	730	1,460
TOTALS							**730**	**730**	**1,460**

Source: ITE 11th Edition Trip Generation Rates

Table 1b: AM Peak Hour

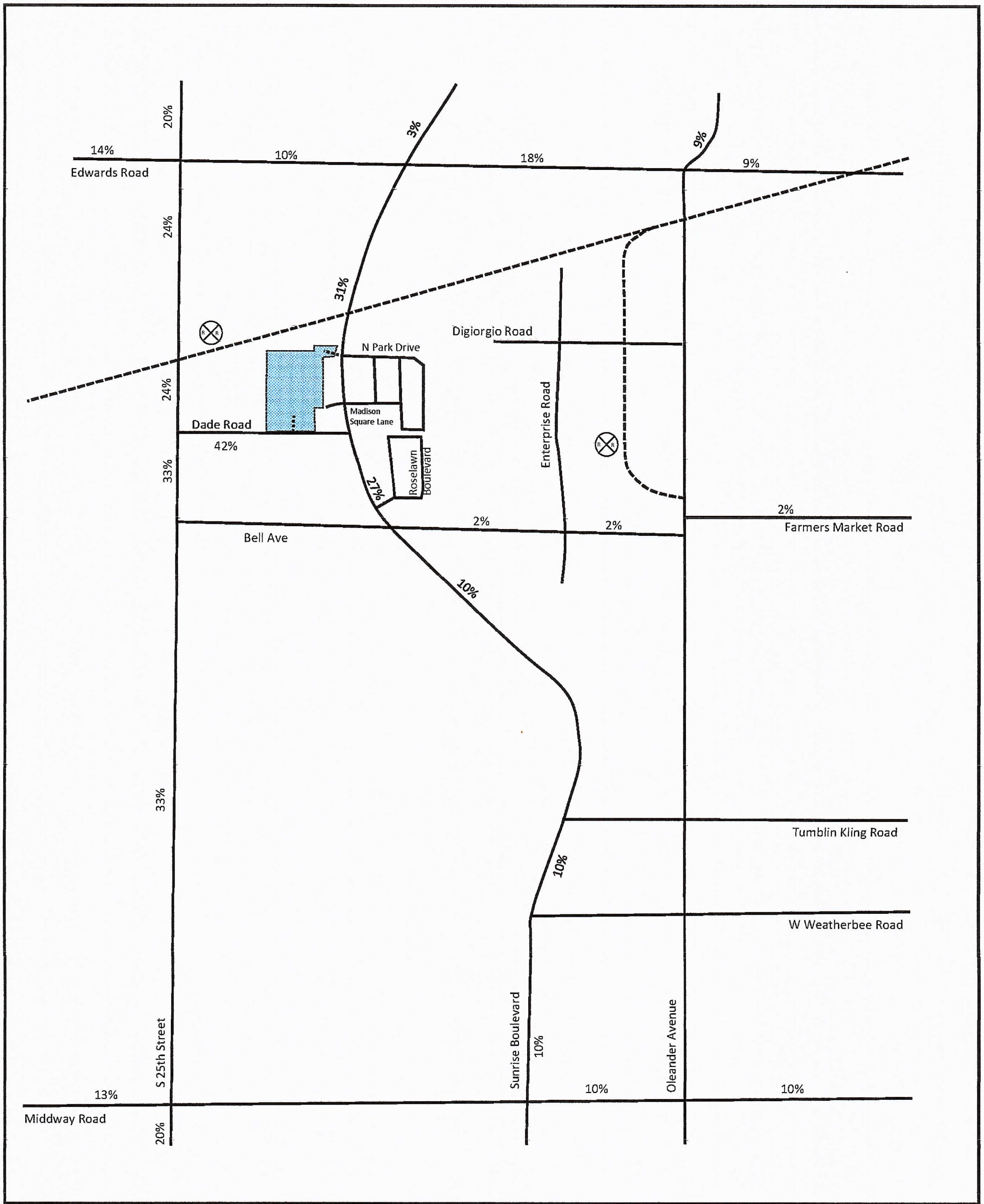
Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Multifamily Housing (Low-Rise)	220	216	DU	T = 0.31(X) + 22.85	24%	76%	22	68	90
TOTALS							**22**	**68**	**90**

Source: ITE 11th Edition Trip Generation Rates

Table 1c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Net New Trips		
					In	Out	In	Out	Total
Multifamily Housing (Low-Rise)	220	216	DU	T = 0.43(X) + 20.55	63%	37%	71	42	113
TOTALS							**71**	**42**	**113**

Source: ITE 11th Edition Trip Generation Rates


20%
14%
Edwards Road
10%
3%
18%
9%
9%
24%
31%
Digiorgio Road
N Park Drive
24%
Madison Square Lane
Dade Road
42%
Enterprise Road
Roselawn Boulevard
33%
27%
2%
2%
2%
Farmers Market Road
Bell Ave
10%
33%
Tumblin Kling Road
10%
W Weatherbee Road
S 25th Street
Sunrise Boulevard
10%
Oleander Avenue
13%
10%
10%
Middway Road
20%

NTS

O'ROURKE
ENGINEERING & PLANNING

22 SE Seminole Street
Stuart, Fl, 34994

Job Number: SR22012.0 | Date: 06-17-22

Legend

▨ = Project Location

Figure 2

Percent Assignment

Dade & Sunrise - North Parcels

NAPA Auto Parts

Traffic Impact Analysis

December 2022

Kimley»Horn

Table 1: Trip Generation Summary

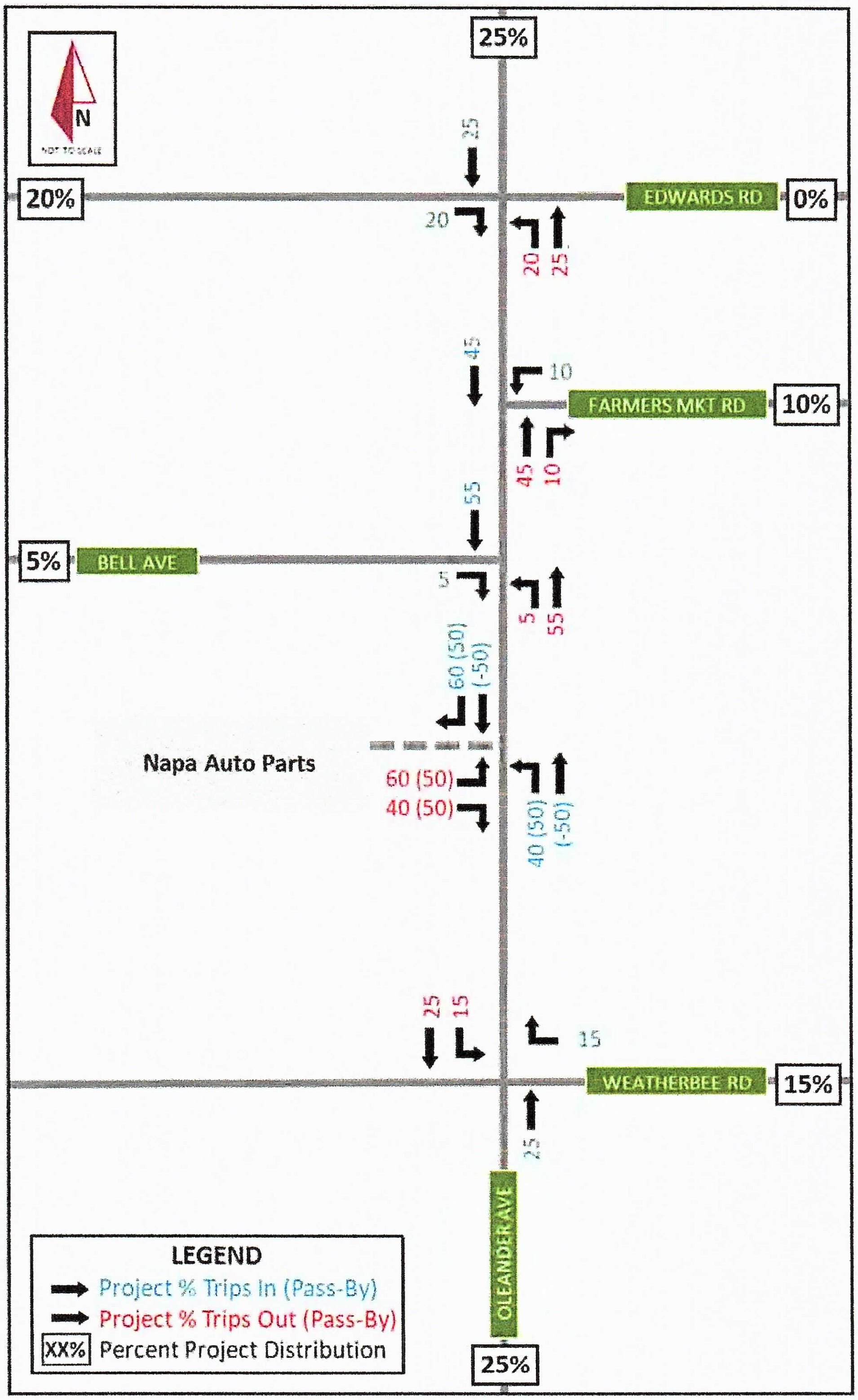
Land Use	Intensity	Daily Trips	AM Peak Hour of Adjacent Street			PM Peak Hour of Adjacent Street		
			Total	In	Out	Total	In	Out
Proposed Development								
Automobile Parts Sales	10 KSF	546	25	14	11	49	23	26
	Subtotal	*546*	*25*	*14*	*11*	*49*	*23*	*26*
Pass-By Traffic								
Automobile Parts Sales	43%	235	11	6	5	21	11	10
	Subtotal	*235*	*11*	*6*	*5*	*21*	*11*	*10*
Net External Trips		**311**	**14**	**8**	**6**	**28**	**12**	**16**
TOTAL NET EXTERNAL TRIPS		**311**	**14**	**8**	**6**	**28**	**12**	**16**

Note 1: Trip Generation was calculated using the data from ITE's Trip Generation Manual, 11th Edition

Automobile Parts Sales [ITE 843]

Daily	T = 54.57*X; (X is KSF)
AM Peak Hour of Adjacent Street	T = 2.51*X; (X is KSF); (55% in/ 45% out)
PM Peak Hour of Adjacent Street	T = 4.90*X; (X is KSF); (48% in/ 52% out)

Figure 1: Project Trip Distribution


N
NOT TO SCALE
25%
20%
EDWARDS RD
0%
25
20
20
25
45
10
FARMERS MKT RD
10%
45
10
55
5%
BELL AVE
5
5
55
60 (50)
(-50)
Napa Auto Parts
60 (50)
40 (50)
40 (50)
(-50)
25
15
15
WEATHERBEE RD
15%
25
OLEANDER AVE
25%
LEGEND
Project % Trips In (Pass-By)
Project % Trips Out (Pass-By)
XX% Percent Project Distribution

OLEANDER OAKS (Fort Pierce, FL)

Traffic Impact Study

April 2021

Kimley»Horn

Table 1: Trip Generation Summary

DAILY	Land Use	ITE LUC	Size	Units	Trip Rate[1]	Daily Trip Generation				
						Total	In[1]		Out[1]	
	Single-Family Detached Housing	210	**63**	DU	10.79	680	*50%*	340	*50%*	340
	Total Generated Trips					**680**	**340**		**340**	

AM PEAK HOUR	Land Use	ITE LUC	Size	Units	Trip Rate[1]	AM Peak Hour Trip Generation				
						Total	In[1]		Out[1]	
	Single-Family Detached Housing	210	**63**	DU	0.79	50	*25%*	13	*75%*	37
	Total Generated Trips					**50**	**13**		**37**	

PM PEAK HOUR	Land Use	ITE LUC	Size	Units	Trip Rate[1]	PM Peak Hour Trip Generation				
						Total	In[1]		Out[1]	
	Single-Family Detached Housing	210	**63**	DU	1.03	65	*63%*	41	*37%*	24
	Total Generated Trips					**65**	**41**		**24**	

[1] Vehicle trip rates and directional splits per data and procedures outlined in ITE Trip Generation, 10th Edition

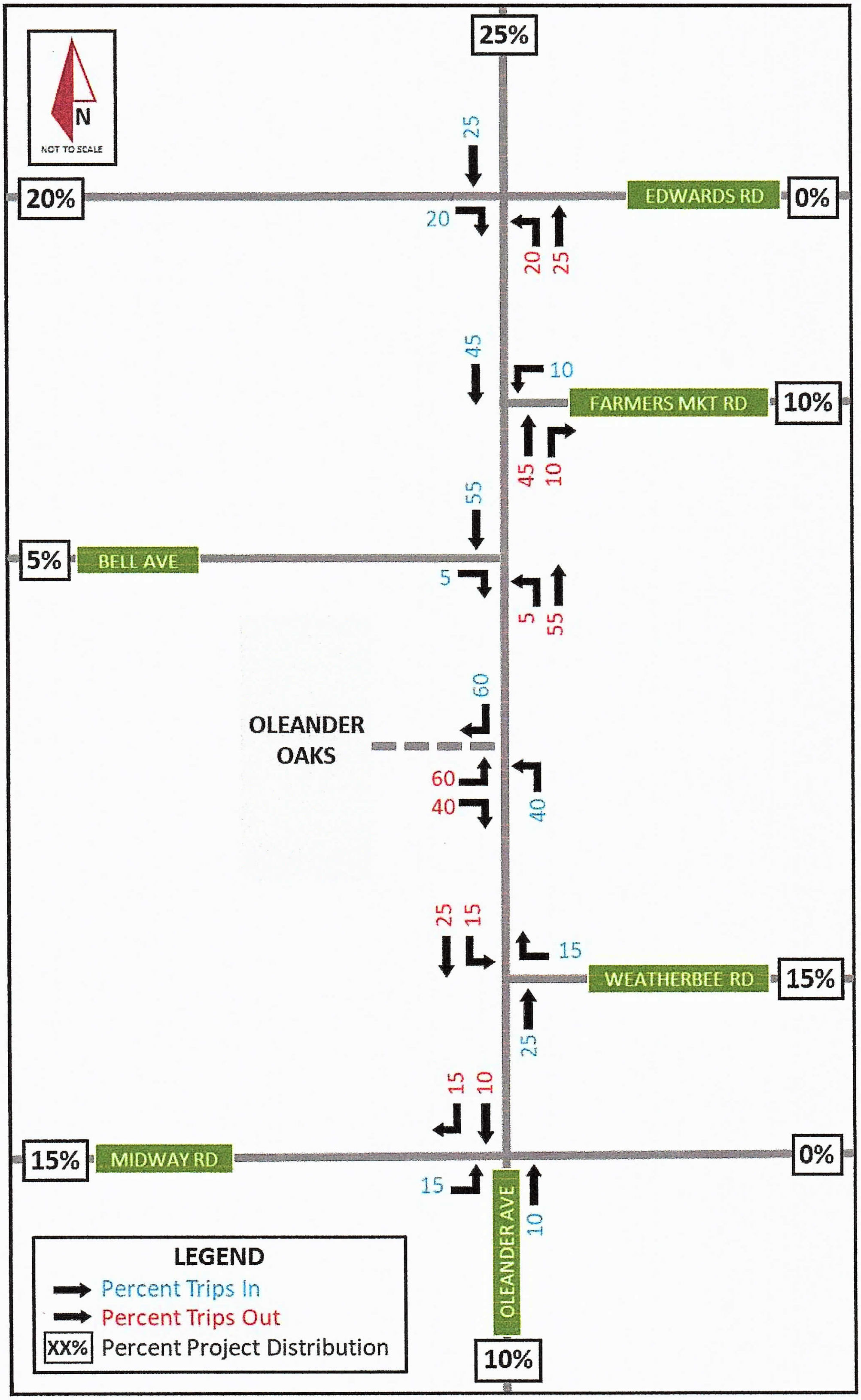
2.2 TRIP DISTRIBUTION AND TRIP ASSIGNMENT

Projected traffic demand of project trips on study roadways was derived with use of the adopted regional travel demand model. Land use data for the project was entered into a new traffic analysis zone (TAZ) within the Greater Treasure Coast Regional Planning Model (GTCRPM) set and situated within the existing roadway network to appropriately represent project access. The model was used to assign trips for all trip purposes between allocated origin and destination pairs using project buildout year model data. Trip distribution for the project was extracted from the completed model assignment and reviewed for logic. The resulting model plots showing percent of daily project distribution are provided in **Appendix C**.

Daily model project distribution was referenced to manually assign project distribution at the study area intersections and driveways in general accordance with model output. **Figure 1** shows the intersection movement project distribution surrounding Oleander Oaks used in this TIS.

Project trip distribution percentages were used to assign anticipated project trips to the study area roadways and intersections. **Figure 2** shows the anticipated AM and PM peak hour project volumes at the study area intersections.

Figure 1: Project Trip Distribution


N
NOT TO SCALE
25%
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20%
EDWARDS RD
0%
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FARMERS MKT RD
10%
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5%
BELL AVE
5
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55
60
OLEANDER
OAKS
60
40
40
25
15
15
WEATHERBEE RD
15%
25
15
10
15%
MIDWAY RD
0%
15
10
OLEANDER AVE
10%
LEGEND
Percent Trips In
Percent Trips Out
XX%
Percent Project Distribution

APPENDIX D

Intersection Analysis

DE TRAFFIC

detraffic.com
(386) 341-4186
Sunrise Blvd at Bell Ave
St. Lucie County, Fl

File Name : Sunrise at Bell
Site Code : 00000001
Start Date : 4/2/2024
Page No : 1

Groups Printed- Autmobiles - Commercial

	Sunrise Blvd Southbound				Bell Ave Westbound				Sunrise Blvd Northbound				Bell Ave Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
07:00 AM	3	19	2	24	2	29	3	34	11	17	2	30	7	22	9	38	126
07:15 AM	4	25	4	33	3	29	4	36	19	27	3	49	8	30	11	49	167
07:30 AM	3	36	4	43	6	32	7	45	19	29	4	52	8	39	17	64	204
07:45 AM	3	32	2	37	6	35	4	45	23	27	4	54	11	34	20	65	201
Total	13	112	12	137	17	125	18	160	72	100	13	185	34	125	57	216	698
08:00 AM	5	35	4	44	5	40	9	54	17	35	6	58	10	30	24	64	220
08:15 AM	5	26	6	37	5	32	4	41	18	30	4	52	7	36	27	70	200
08:30 AM	4	25	4	33	4	28	5	37	19	24	3	46	9	31	27	67	183
08:45 AM	3	26	6	35	5	21	4	30	13	27	1	41	9	32	22	63	169
Total	17	112	20	149	19	121	22	162	67	116	14	197	35	129	100	264	772
04:00 PM	6	39	8	53	3	37	6	46	13	26	4	43	1	27	13	41	183
04:15 PM	6	28	9	43	6	40	5	51	15	35	4	54	6	30	12	48	196
04:30 PM	6	31	12	49	4	47	7	58	21	35	5	61	6	29	16	51	219
04:45 PM	5	35	11	51	4	49	6	59	19	26	5	50	5	35	19	59	219
Total	23	133	40	196	17	173	24	214	68	122	18	208	18	121	60	199	817
05:00 PM	4	37	16	57	5	52	3	60	24	29	4	57	5	43	17	65	239
05:15 PM	6	36	10	52	4	47	2	53	26	35	5	66	2	35	15	52	223
05:30 PM	4	27	9	40	2	45	4	51	24	31	4	59	5	31	20	56	206
05:45 PM	4	24	8	36	6	42	6	54	16	32	6	54	4	29	13	46	190
Total	18	124	43	185	17	186	15	218	90	127	19	236	16	138	65	219	858
Grand Total	71	481	115	667	70	605	79	754	297	465	64	826	103	513	282	898	3145
Apprch %	10.6	72.1	17.2		9.3	80.2	10.5		36	56.3	7.7		11.5	57.1	31.4		
Total %	2.3	15.3	3.7	21.2	2.2	19.2	2.5	24	9.4	14.8	2	26.3	3.3	16.3	9	28.6	
Autmobiles	67	466	112	645	66	573	75	714	292	439	62	793	97	488	278	863	3015
% Autmobiles	94.4	96.9	97.4	96.7	94.3	94.7	94.9	94.7	98.3	94.4	96.9	96	94.2	95.1	98.6	96.1	95.9
Commercial	4	15	3	22	4	32	4	40	5	26	2	33	6	25	4	35	130
% Commercial	5.6	3.1	2.6	3.3	5.7	5.3	5.1	5.3	1.7	5.6	3.1	4	5.8	4.9	1.4	3.9	4.1

```
 2022 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 9401  CEN.-W OF US1 TO I95
                                                         MOCF: 0.95
WEEK          DATES                     SF                PSCF
=================================================================================
  1     01/01/2022 - 01/01/2022      0.99             1.04
  2     01/02/2022 - 01/08/2022      0.99             1.04
  3     01/09/2022 - 01/15/2022      0.98             1.03
* 4     01/16/2022 - 01/22/2022      0.97             1.02
* 5     01/23/2022 - 01/29/2022      0.96             1.01
* 6     01/30/2022 - 02/05/2022      0.96             1.01
* 7     02/06/2022 - 02/12/2022      0.95             1.00
* 8     02/13/2022 - 02/19/2022      0.94             0.99
* 9     02/20/2022 - 02/26/2022      0.94             0.99
*10     02/27/2022 - 03/05/2022      0.94             0.99
*11     03/06/2022 - 03/12/2022      0.94             0.99
*12     03/13/2022 - 03/19/2022      0.94             0.99
*13     03/20/2022 - 03/26/2022      0.95             1.00
*14     03/27/2022 - 04/02/2022      0.96             1.01
*15     04/03/2022 - 04/09/2022      0.96             1.01
*16     04/10/2022 - 04/16/2022      0.97             1.02
 17     04/17/2022 - 04/23/2022      0.98             1.03
 18     04/24/2022 - 04/30/2022      0.99             1.04
 19     05/01/2022 - 05/07/2022      0.99             1.04
 20     05/08/2022 - 05/14/2022      1.00             1.05
 21     05/15/2022 - 05/21/2022      1.01             1.06
 22     05/22/2022 - 05/28/2022      1.02             1.07
 23     05/29/2022 - 06/04/2022      1.03             1.08
 24     06/05/2022 - 06/11/2022      1.04             1.09
 25     06/12/2022 - 06/18/2022      1.05             1.11
 26     06/19/2022 - 06/25/2022      1.07             1.13
 27     06/26/2022 - 07/02/2022      1.08             1.14
 28     07/03/2022 - 07/09/2022      1.10             1.16
 29     07/10/2022 - 07/16/2022      1.11             1.17
 30     07/17/2022 - 07/23/2022      1.09             1.15
 31     07/24/2022 - 07/30/2022      1.07             1.13
 32     07/31/2022 - 08/06/2022      1.05             1.11
 33     08/07/2022 - 08/13/2022      1.03             1.08
 34     08/14/2022 - 08/20/2022      1.01             1.06
 35     08/21/2022 - 08/27/2022      1.02             1.07
 36     08/28/2022 - 09/03/2022      1.03             1.08
 37     09/04/2022 - 09/10/2022      1.04             1.09
 38     09/11/2022 - 09/17/2022      1.05             1.11
 39     09/18/2022 - 09/24/2022      1.03             1.08
 40     09/25/2022 - 10/01/2022      1.02             1.07
 41     10/02/2022 - 10/08/2022      1.00             1.05
 42     10/09/2022 - 10/15/2022      0.98             1.03
 43     10/16/2022 - 10/22/2022      0.99             1.04
 44     10/23/2022 - 10/29/2022      1.00             1.05
 45     10/30/2022 - 11/05/2022      1.02             1.07
 46     11/06/2022 - 11/12/2022      1.03             1.08
 47     11/13/2022 - 11/19/2022      1.04             1.09
 48     11/20/2022 - 11/26/2022      1.03             1.08
 49     11/27/2022 - 12/03/2022      1.02             1.07
 50     12/04/2022 - 12/10/2022      1.00             1.05
 51     12/11/2022 - 12/17/2022      0.99             1.04
 52     12/18/2022 - 12/24/2022      0.99             1.04
 53     12/25/2022 - 12/31/2022      0.98             1.03

 * PEAK SEASON

 23-FEB-2023 09:11:22                        830UPD            4_9401_PKSEASON.TXT
```

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Sunrise Blvd
E/W STREET: Bell Ave
CONTROL: AWSC
FILENAME: C6 - TMC - Sunrise Blvd & Bell Ave.xlsx
COUNT DATE: 4/2/2024
DAY: Tuesday
CITY: St Lucie
REPORT DATE: 4/3/2024
ANALYSIS YEAR: 2024
Existing

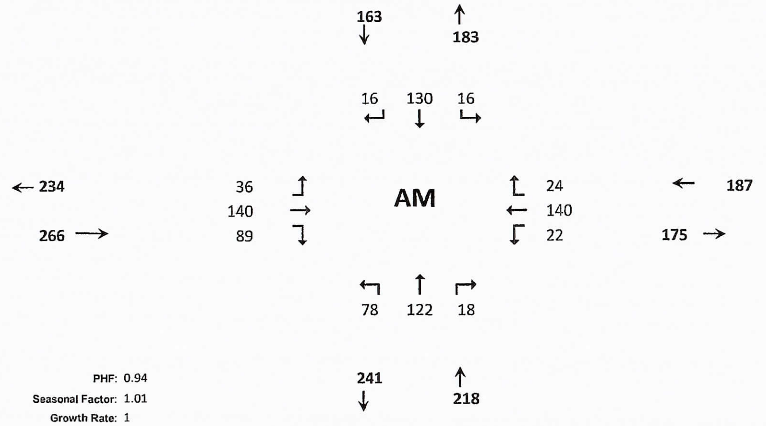
	Northbound			Southbound			Eastbound			Westbound				
15 Min Period	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	11	17	2	3	19	2	7	22	9	2	29	3	126	698
7:15-7:30	19	27	3	4	25	4	8	30	11	3	29	4	167	792
7:30-7:45	19	29	4	3	36	4	8	39	17	6	32	7	204	825
7:45-8:00	23	27	4	3	32	2	11	34	20	6	35	4	201	804
8:00-8:15	17	35	6	5	35	4	10	30	24	5	40	9	220	772
8:15-8:30	18	30	4	5	26	6	7	36	27	5	32	4	200	
8:30-8:45	19	24	3	4	25	4	9	31	27	4	28	5	183	
8:45-9:00	13	27	1	3	26	6	9	32	22	5	21	4	169	

AM PEAK HOUR IS FROM: 7:30 AM TO 8:30AM

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL
Volumes	77	121	18	16	129	16	36	139	88	22	139	24	825
Season Factor	78	122	18	16	130	16	36	140	89	22	140	24	833
Growth	78	122	18	16	130	16	36	140	89	22	140	24	833
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
Total	78	122	18	16	130	16	36	140	89	22	140	24	833

PHF: 0.94
Seasonal Factor: 1.01
Growth Rate: 1
Years Grown: 0

Trips In	Trips Out
0	0



Sunrise Blvd & Bell Ave
Existing

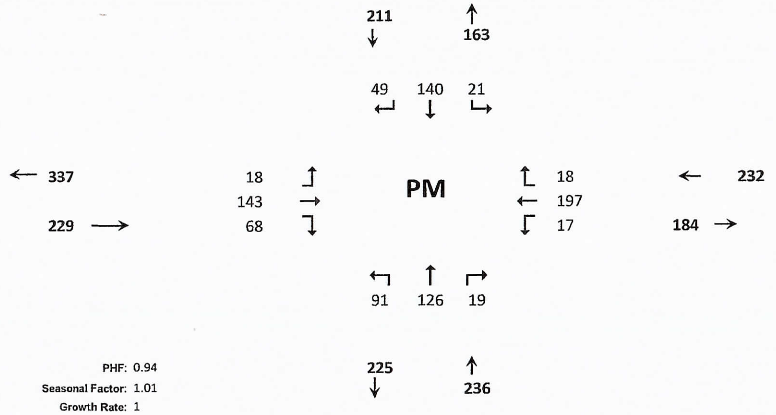
	Northbound			Southbound			Eastbound			Westbound				
15 Min Period lanes	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	13	26	4	6	39	8	1	27	13	3	37	6	183	817
4:15-4:30	15	35	4	6	28	9	6	30	12	6	40	5	196	873
4:30-4:45	21	35	5	6	31	12	6	29	16	4	47	7	219	900
4:45-5:00	19	26	5	5	35	11	5	35	19	4	49	6	219	887
5:00-5:15	24	29	4	4	37	16	5	43	17	5	52	3	239	858
5:15-5:30	26	35	5	6	36	10	2	35	15	4	47	2	223	
5:30-5:45	24	31	4	4	27	9	5	31	20	2	45	4	206	
5:45-6:00	16	32	6	4	24	8	4	29	13	6	42	6	190	

PM PEAK HOUR IS FROM: 4:30 PM TO 5:30PM

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL
Volumes	90	125	19	21	139	49	18	142	67	17	195	18	900
Season Factor	91	126	19	21	140	49	18	143	68	17	197	18	909
Growth	91	126	19	21	140	49	18	143	68	17	197	18	909
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
Total	91	126	19	21	140	49	18	143	68	17	197	18	909

PHF: 0.94
Seasonal Factor: 1.01
Growth Rate: 1
Years Grown: 0

Trips In	Trips Out

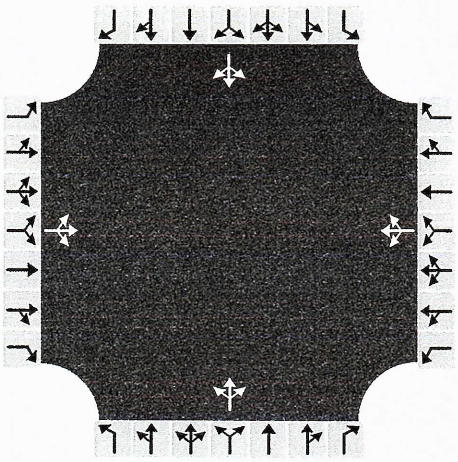


HCS All-Way Stop Control Report

General and Site Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	4/3/2024
Analysis Year	2024
Analysis Time Period (hrs)	0.25
Time Analyzed	AM Peak Hour
Project Description	Existing
Intersection	Sunrise Blvd & Bell Ave
Jurisdiction	St. Lucie County
East/West Street	Bell Avenue
North/South Street	Sunrise Blvd
Peak Hour Factor	0.94

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	36	140	89	22	140	24	78	122	18	16	130	16
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	282			198			232			172		
Percent Heavy Vehicles	2			2			2			2		
Initial Departure Headway, h_d (s)	3.20			3.20			3.20			3.20		
Initial Degree of Utilization, x	0.251			0.176			0.206			0.153		
Final Departure Headway, h_d (s)	5.27			5.52			5.59			5.64		
Final Degree of Utilization, x	0.412			0.303			0.360			0.270		
Move-Up Time, m (s)	2.0			2.0			2.0			2.0		
Service Time, t_s (s)	3.27			3.52			3.59			3.64		

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	282			198			232			172		
Capacity (veh/h)	684			652			644			638		
95% Queue Length, Q_{95} (veh)	2.0			1.3			1.6			1.1		
95% Queue Length, Q_{95} (ft)	50.8			33.0			40.6			27.9		
Control Delay (s/veh)	11.9			10.9			11.7			10.7		
Level of Service, LOS	B			B			B			B		
Approach Delay (s/veh) | LOS	11.9	B		10.9	B		11.7	B		10.7	B	
Intersection Delay (s/veh) | LOS	11.4						B					

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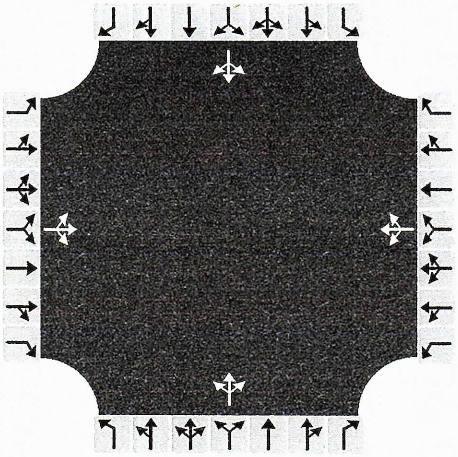
HCS All-Way Stop Control Report

General and Site Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	4/3/2024
Analysis Year	2024
Analysis Time Period (hrs)	0.25
Time Analyzed	PM Peak Hour
Project Description	Existing
Intersection	Sunrise Blvd & Bell Ave
Jurisdiction	St. Lucie County
East/West Street	Bell Avenue
North/South Street	Sunrise Blvd
Peak Hour Factor	0.94

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	18	143	68	17	197	18	91	126	19	21	140	49
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	244			247			251			223		
Percent Heavy Vehicles	2			2			2			2		
Initial Departure Headway, h_d (s)	3.20			3.20			3.20			3.20		
Initial Degree of Utilization, x	0.217			0.219			0.223			0.199		
Final Departure Headway, h_d (s)	5.64			5.76			5.81			5.73		
Final Degree of Utilization, x	0.382			0.395			0.406			0.355		
Move-Up Time, m (s)	2.0			2.0			2.0			2.0		
Service Time, t_s (s)	3.64			3.76			3.81			3.73		

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	244			247			251			223		
Capacity (veh/h)	638			625			619			628		
95% Queue Length, Q_{95} (veh)	1.8			1.9			2.0			1.6		
95% Queue Length, Q_{95} (ft)	45.7			48.3			50.8			40.6		
Control Delay (s/veh)	12.1			12.5			12.7			11.9		
Level of Service, LOS	B			B			B			B		
Approach Delay (s/veh) | LOS	12.1	B		12.5	B		12.7	B		11.9	B	
Intersection Delay (s/veh) | LOS	12.3						B					

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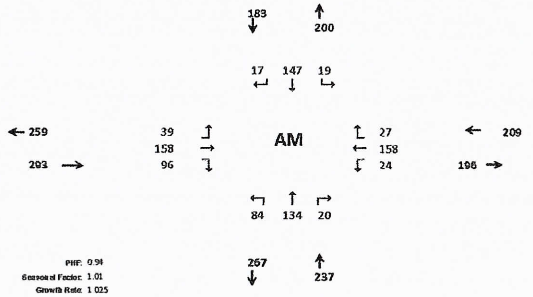
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Sunrise Blvd **E/W STREET:** Bell Ave **CONTROL:** AWSC
FILENAME: C6 - TMC - Sunrise Blvd & Bell Ave - 4.11.23.xlsx
COUNT DATE: 4/2/2024 **DAY:** Tuesday **CITY:** St Lucie
REPORT DATE: 4/3/2024 **ANALYSIS YEAR:** 2027 Background

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	11	17	2	3	19	2	7	22	9	2	29	3	126	698
7:15-7:30	19	27	3	4	25	4	8	30	11	3	29	4	167	792
7:30-7:45	19	29	4	3	36	4	8	39	17	6	32	7	204	825
7:45-8:00	23	27	4	3	32	2	11	34	20	6	35	4	201	804
8:00-8:15	17	35	6	5	35	4	10	30	24	5	40	9	220	772
8:15-8:30	18	30	4	5	26	6	7	36	27	5	32	4	200	
8:30-8:45	19	24	3	4	25	4	9	31	27	4	28	5	183	
8:45-9:00	13	27	1	3	26	6	9	32	22	5	21	4	169	

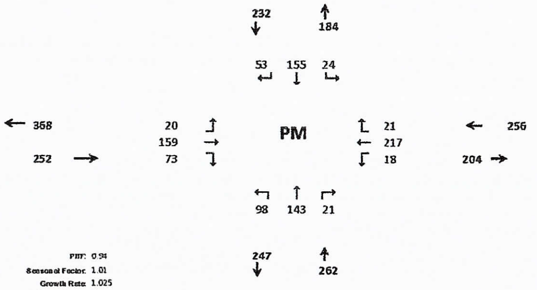
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL			
AM PEAK HOUR IS FROM:		7:30 AM TO 8:30AM												PHF: 0.94		
Volumes	77	121	18	16	129	16	36	139	88	22	139	24	825	Seasonal Factor: 1.01		
Season Factor	78	122	18	16	130	16	36	140	89	22	140	24	833	Growth Rate: 1.025		
Growth	84	132	20	17	140	17	39	151	96	24	151	26	897	Years Grown: 3		
In/Out	-	-	-	-	-	-	-	-	-	-	-	-				
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		Trips In	Trips Out	
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	84	132	20	17	140	17	39	151	96	24	151	26	897			
Other Projects																
Percentage	0%	10%	0%	2%	10%	0%	0%	0%	0%	0%	0%	2%	0%	Project Name		
In/Out	-	IN	-	OUT	OUT	-	-	-	-	-	-	IN		Dade & Sunrise	Trips In	Trips Out
PROJECT	0	2	0	1	7	0	0	0	0	0	0	0	0		22	68
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Oleander Oaks		
Volume	0	0	0	0	0	0	0	1	0	0	2	0	0		13	37
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		American Silicone		
Volume	0	0	0	0	0	0	0	6	0	0	5	0	0		111	95
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Napa Auto		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0		8	6
Subtotal	0	2	0	1	7	0	0	7	0	0	7	0	24			
Total	84	134	20	19	147	17	39	158	96	24	158	27	922			



Sunrise Blvd & Bell Ave
Background

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	13	26	4	6	39	8	1	27	13	3	37	6	183	817
4:15-4:30	15	35	4	6	28	9	6	30	12	6	40	5	196	873
4:30-4:45	21	35	5	6	31	12	6	29	16	4	47	7	219	900
4:45-5:00	19	26	5	5	35	11	5	35	19	4	49	6	219	887
5:00-5:15	24	29	4	4	37	16	5	43	17	5	52	3	239	858
5:15-5:30	26	35	5	6	36	10	2	35	15	4	47	2	223	
5:30-5:45	24	31	4	4	27	9	5	31	20	2	45	4	206	
5:45-6:00	16	32	6	4	24	8	4	29	13	6	42	6	190	

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL			
PM PEAK HOUR IS FROM:		4:30 PM TO 5:30PM												PHF: 0.94		
Volumes	90	125	19	21	139	49	18	142	67	17	195	18	900	Seasonal Factor: 1.01		
Season Factor	91	126	19	21	140	49	18	143	68	17	197	18	909	Growth Rate: 1.025		
Growth	98	136	21	23	151	53	20	154	73	18	212	20	979	Years Grown: 3		
In/Out	-	-	-	-	-	-	-	-	-	-	-	-				
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		Trips In	Trips Out	
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0			
Total	98	136	21	23	151	53	20	154	73	18	212	20	979			
Other Projects																
%	0%	10%	0%	2%	10%	0%	0%	0%	0%	0%	0%	2.0%				
In/Out	-	IN	-	OUT	OUT	-	-	-	-	-	-	IN		Dade & Sunrise	Trips In	Trips Out
PROJECT	0	7	0	1	4	0	0	0	0	0	0	1	14		71	42
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Oleander Oaks		
Volume	0	0	0	0	0	0	0	2	0	0	1	0	3		41	24
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		American Silicone		
Volume	0	0	0	0	0	0	0	2	0	0	3	0	5		43	56
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Napa Auto		
Volume	0	0	0	0	0	0	0	1	0	0	1	0	1		12	16

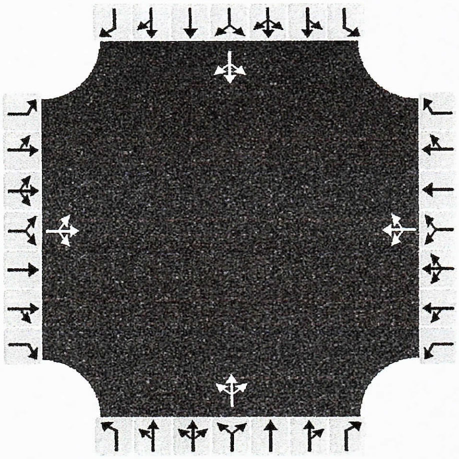


HCS All-Way Stop Control Report

General and Site Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	4/3/2024
Analysis Year	2027
Analysis Time Period (hrs)	0.25
Time Analyzed	AM Peak Hour
Project Description	Background without Project
Intersection	Sunrise Blvd & Bell Ave
Jurisdiction	St. Lucie County
East/West Street	Bell Avenue
North/South Street	Sunrise Blvd
Peak Hour Factor	0.94

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	39	158	96	24	158	27	84	134	20	19	147	17
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	312			222			253			195		
Percent Heavy Vehicles	2			2			2			2		
Initial Departure Headway, h_d (s)	3.20			3.20			3.20			3.20		
Initial Degree of Utilization, x	0.277			0.198			0.225			0.173		
Final Departure Headway, h_d (s)	5.54			5.81			5.88			5.95		
Final Degree of Utilization, x	0.479			0.359			0.414			0.322		
Move-Up Time, m (s)	2.0			2.0			2.0			2.0		
Service Time, t_s (s)	3.54			3.81			3.88			3.95		

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	312			222			253			195		
Capacity (veh/h)	650			620			612			605		
95% Queue Length, Q_{95} (veh)	2.6			1.6			2.0			1.4		
95% Queue Length, Q_{95} (ft)	66.0			40.6			50.8			35.6		
Control Delay (s/veh)	13.5			12.0			13.0			11.7		
Level of Service, LOS	B			B			B			B		
Approach Delay (s/veh) | LOS	13.5	B		12.0	B		13.0	B		11.7	B	
Intersection Delay (s/veh) | LOS	12.7						B					

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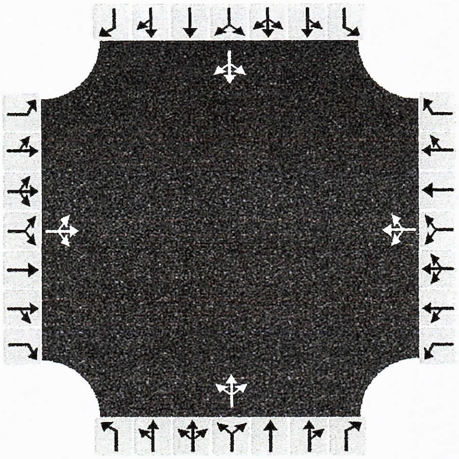
HCS All-Way Stop Control Report

General and Site Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	4/3/2024
Analysis Year	2027
Analysis Time Period (hrs)	0.25
Time Analyzed	PM Peak Hour
Project Description	Background without Project
Intersection	Sunrise Blvd & Bell Ave
Jurisdiction	St. Lucie County
East/West Street	Bell Avenue
North/South Street	Sunrise Blvd
Peak Hour Factor	0.94

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	20	159	73	18	217	21	98	143	21	24	155	53
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	268			272			279			247		
Percent Heavy Vehicles	2			2			2			2		
Initial Departure Headway, h_d (s)	3.20			3.20			3.20			3.20		
Initial Degree of Utilization, x	0.238			0.242			0.248			0.219		
Final Departure Headway, h_d (s)	6.03			6.13			6.18			6.12		
Final Degree of Utilization, x	0.449			0.464			0.479			0.420		
Move-Up Time, m (s)	2.0			2.0			2.0			2.0		
Service Time, t_s (s)	4.03			4.13			4.18			4.12		

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	268			272			279			247		
Capacity (veh/h)	597			587			582			588		
95% Queue Length, Q_{95} (veh)	2.3			2.4			2.6			2.1		
95% Queue Length, Q_{95} (ft)	58.4			61.0			66.0			53.3		
Control Delay (s/veh)	13.8			14.3			14.7			13.5		
Level of Service, LOS	B			B			B			B		
Approach Delay (s/veh) | LOS	13.8	B		14.3	B		14.7	B		13.5	B	
Intersection Delay (s/veh) | LOS	14.1						B					

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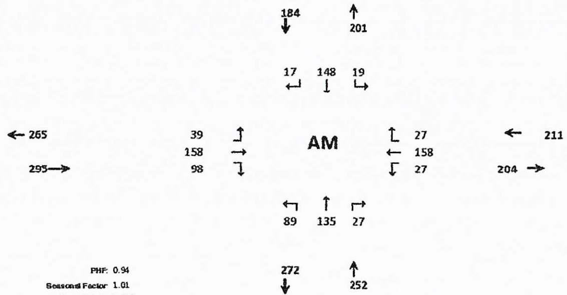
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Sunrise Blvd
FILENAME: C6 - TMC - Sunrise Blvd & Bell Ave - 4.11.23.xlsx
COUNT DATE: 4/2/2024
REPORT DATE: 4/3/2024
DAY: Tuesday
ANALYSIS YEAR: 2027
E/W STREET: Bell Ave
CITY: St Lucie
Future Total
CONTROL: AWSC

15 Min Period	Northbound NBL	Northbound NBT	Northbound NBR	Southbound SBL	Southbound SBT	Southbound SBR	Eastbound EBL	Eastbound EBT	Eastbound EBR	Westbound WBL	Westbound WBT	Westbound WBR	TOTAL	ONE HOUR SUM
7:00-7:15	11	17	2	3	19	2	7	22	9	2	29	3	126	698
7:15-7:30	19	27	3	4	25	4	8	30	11	3	29	4	167	792
7:30-7:45	19	29	4	3	36	4	8	39	17	6	32	7	204	825
7:45-8:00	23	27	4	3	32	2	11	34	20	6	35	4	201	804
8:00-8:15	17	35	6	5	35	4	10	30	24	5	40	9	220	772
8:15-8:30	18	30	4	5	26	6	7	36	27	5	32	4	200	
8:30-8:45	19	24	3	4	25	4	9	31	27	4	28	5	183	
8:45-9:00	13	27	1	3	26	6	9	32	22	5	21	4	169	



AM PEAK HOUR IS FROM: 7:30 AM TO 8:30AM	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL
Volumes	77	121	18	16	129	16	36	139	88	22	139	24	825
Season Factor	78	122	18	16	130	16	36	140	89	22	140	24	833
Growth	84	132	20	17	140	17	39	151	96	24	151	26	897
In/Out	OUT	OUT	OUT	-	IN	-	-	-	IN	IN	-	-	
Percentage	19%	4%	26%	0%	4%	0%	0%	0%	19%	26%	0%	0%	
PROJECT	6	1	8	0	0	0	0	0	2	3	0	0	20
Total	89	133	27	17	141	17	39	151	98	27	151	26	917

PHF: 0.94
Seasonal Factor: 1.01
Growth Rate: 1.025
Years Grown: 3

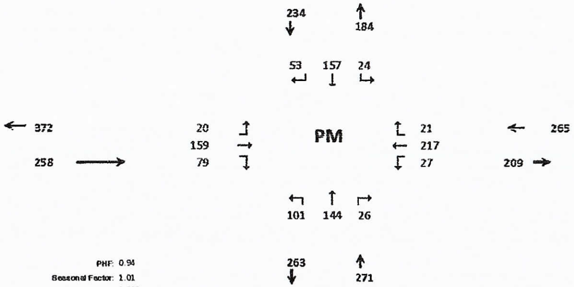
Trips In	Trips Out
10	30

Other Projects	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	Project Name	Trips In	Trips Out
Percentage	0%	10%	0%	2%	10%	0%	0%	0%	0%	0%	0%	2%				
In/Out	-	IN	-	OUT	OUT	-	-	-	-	-	-	IN		Dade & Sunrise		
PROJECT	0	2	0	1	7	0	0	0	0	0	0	0	0		22	68
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Oleander Oaks		
Volume	0	0	0	0	0	0	0	1	0	0	2	0	0		13	37
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		American Silicone		
Volume	0	0	0	0	0	0	0	6	0	0	5	0	0		111	95
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Napa Auto		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0		8	6

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL
Subtotal	0	2	0	1	7	0	0	7	0	0	7	0	24
Total	89	135	27	19	148	17	39	158	98	27	158	27	941

Sunrise Blvd & Bell Ave
Future Total

15 Min Period lanes	Northbound NBL	Northbound NBT	Northbound NBR	Southbound SBL	Southbound SBT	Southbound SBR	Eastbound EBL	Eastbound EBT	Eastbound EBR	Westbound WBL	Westbound WBT	Westbound WBR	TOTAL	ONE HOUR SUM
4:00-4:15	13	26	4	6	39	8	1	27	13	3	37	6	183	817
4:15-4:30	15	35	4	6	28	9	6	30	12	6	40	5	196	873
4:30-4:45	21	35	5	6	31	12	6	29	16	4	47	7	219	900
4:45-5:00	19	26	5	5	35	11	5	35	19	4	49	6	219	887
5:00-5:15	24	29	4	4	37	16	5	43	17	5	52	3	239	858
5:15-5:30	26	35	5	6	36	10	2	35	15	4	47	2	223	
5:30-5:45	24	31	4	4	27	9	5	31	20	2	45	4	206	
5:45-6:00	16	32	6	4	24	8	4	29	13	6	42	6	190	



PM PEAK HOUR IS FROM: 4:30 PM TO 5:30PM	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL
Volumes	90	125	19	21	139	49	18	142	67	17	195	18	900
Season Factor	91	126	19	21	140	49	18	143	68	17	197	18	909
Growth	98	136	21	23	151	53	20	154	73	18	212	20	979
In/Out	OUT	OUT	OUT	-	IN	-	-	-	IN	IN	-	-	
Percentage	19%	4%	26%	0%	4%	0%	0%	0%	19%	26%	0%	0%	
PROJECT	4	1	5	0	1	0	0	0	6	9	0	0	25
Total	101	137	26	23	153	53	20	154	79	27	212	20	1004

PHF: 0.94
Seasonal Factor: 1.01
Growth Rate: 1.025
Years Grown: 3

Trips In	Trips Out
33	19

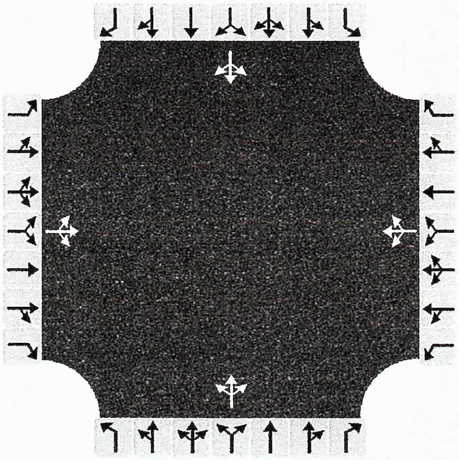
Other Projects	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	Project Name	Trips In	Trips Out
%	0%	10%	0%	2%	10%	0%	0%	0%	0%	0%	0%	2%				
In/Out	-	IN	-	OUT	OUT	-	-	-	-	-	-	IN		Dade & Sunrise		
PROJECT	0	7	0	1	4	0	0	0	0	0	0	1	14		71	42
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Oleander Oaks		
Volume	0	0	0	0	0	0	0	2	0	0	1	0	3		41	24
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		American Silicone		
Volume	0	0	0	0	0	0	0	2	0	0	3	0	5		43	56
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Napa Auto		
Volume	0	0	0	0	0	0	0	1	0	0	1	0	1		12	16

HCS All-Way Stop Control Report

General and Site Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	4/3/2024
Analysis Year	2027
Analysis Time Period (hrs)	0.25
Time Analyzed	AM Peak Hour
Project Description	Future Total with Project
Intersection	Sunrise Blvd & Bell Ave
Jurisdiction	St. Lucie County
East/West Street	Bell Avenue
North/South Street	Sunrise Blvd
Peak Hour Factor	0.94

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	39	158	98	27	158	27	89	135	27	19	148	17
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	314			226			267			196		
Percent Heavy Vehicles	2			2			2			2		
Initial Departure Headway, h_d (s)	3.20			3.20			3.20			3.20		
Initial Degree of Utilization, x	0.279			0.200			0.237			0.174		
Final Departure Headway, h_d (s)	5.60			5.88			5.91			6.02		
Final Degree of Utilization, x	0.488			0.368			0.438			0.327		
Move-Up Time, m (s)	2.0			2.0			2.0			2.0		
Service Time, t_s (s)	3.60			3.88			3.91			4.02		

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	314			226			267			196		
Capacity (veh/h)	643			612			609			598		
95% Queue Length, Q_{95} (veh)	2.7			1.7			2.2			1.4		
95% Queue Length, Q_{95} (ft)	68.6			43.2			55.9			35.6		
Control Delay (s/veh)	13.8			12.3			13.4			11.9		
Level of Service, LOS	B			B			B			B		
Approach Delay (s/veh) | LOS	13.8		B	12.3		B	13.4		B	11.9		B
Intersection Delay (s/veh) | LOS	13.0						B					

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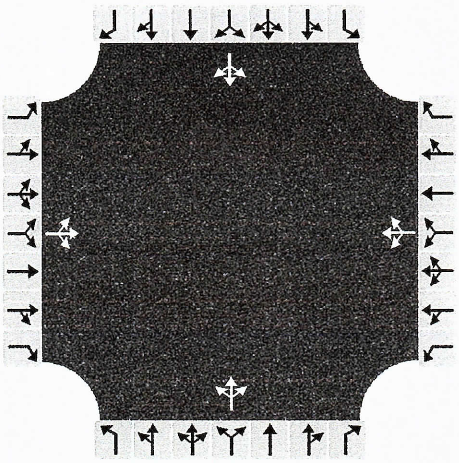
HCS All-Way Stop Control Report

General and Site Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	4/3/2024
Analysis Year	2027
Analysis Time Period (hrs)	0.25
Time Analyzed	PM Peak Hour
Project Description	Future Total with Project
Intersection	Sunrise Blvd & Bell Ave
Jurisdiction	St. Lucie County
East/West Street	Bell Avenue
North/South Street	Sunrise Blvd
Peak Hour Factor	0.94

Lanes



Turning Movement Demand Volumes

Approach	Eastbound			Westbound			Northbound			Southbound		
Movement	L	T	R	L	T	R	L	T	R	L	T	R
Volume (veh/h)	20	159	79	27	217	21	101	144	26	24	157	53
% Thrus in Shared Lane												

Lane Flow Rate and Adjustments

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	274			282			288			249		
Percent Heavy Vehicles	2			2			2			2		
Initial Departure Headway, h_d (s)	3.20			3.20			3.20			3.20		
Initial Degree of Utilization, x	0.244			0.251			0.256			0.221		
Final Departure Headway, h_d (s)	6.12			6.23			6.27			6.24		
Final Degree of Utilization, x	0.467			0.488			0.502			0.431		
Move-Up Time, m (s)	2.0			2.0			2.0			2.0		
Service Time, t_s (s)	4.12			4.23			4.27			4.24		

Capacity, Delay and Level of Service

Approach	Eastbound			Westbound			Northbound			Southbound		
Lane	L1	L2	L3	L1	L2	L3	L1	L2	L3	L1	L2	L3
Configuration	LTR			LTR			LTR			LTR		
Flow Rate, v (veh/h)	274			282			288			249		
Capacity (veh/h)	588			578			574			577		
95% Queue Length, Q_{95} (veh)	2.5			2.7			2.8			2.2		
95% Queue Length, Q_{95} (ft)	63.5			68.6			71.1			55.9		
Control Delay (s/veh)	14.4			15.0			15.4			13.9		
Level of Service, LOS	B			C			C			B		
Approach Delay (s/veh) | LOS	14.4	B		15.0	C		15.4	C		13.9	B	
Intersection Delay (s/veh) | LOS	14.7						B					

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APPENDIX E

Driveway Analysis

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Sunrise Blvd
FILENAME: C6 - TMC - Sunrise & Project Driveway - 4.11.23.xlsx
COUNT DATE: 4/2/2024 DAY: Tuesday
REPORT DATE: 4/3/2024 ANALYSIS YEAR 2027

E/W STREET: Project Driveway
CITY: St Lucie
Future Total

CONTROL: TWSC

15 Min Period	Northbound			Southbound			Eastbound			Westbound				
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	0	30	0	0	30	0	0	0	0	0	0	0	60	371
7:15-7:30	0	49	0	0	39	0	0	0	0	0	0	0	88	433
7:30-7:45	0	52	0	0	59	0	0	0	0	0	0	0	111	455
7:45-8:00	0	54	0	0	58	0	0	0	0	0	0	0	112	446
8:00-8:15	0	58	0	0	64	0	0	0	0	0	0	0	122	428
8:15-8:30	0	52	0	0	58	0	0	0	0	0	0	0	110	
8:30-8:45	0	46	0	0	56	0	0	0	0	0	0	0	102	
8:45-9:00	0	41	0	0	53	0	0	0	0	0	0	0	94	

AM PEAK HOUR IS FROM: 7:30 AM TO 8:30AM

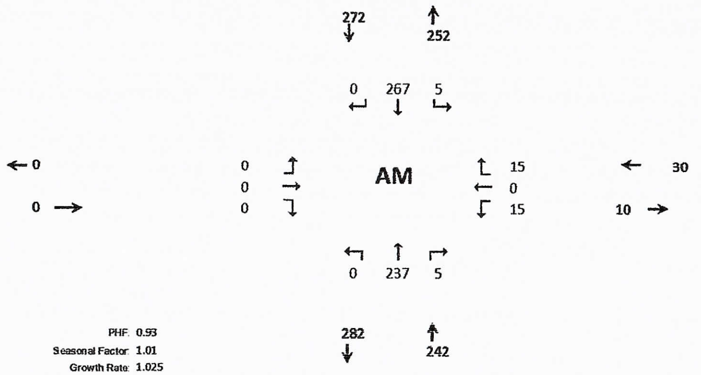
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL
Volumes	0	216	0	0	239	0	0	0	0	0	0	0	455
Season Factor	0	218	0	0	241	0	0	0	0	0	0	0	460
Growth	0	235	0	0	260	0	0	0	0	0	0	0	495
In/Out	-	-	IN	IN	-	-	-	-	-	OUT	-	OUT	
Percentage	0%	0%	51%	49%	0%	0%	0%	0%	0%	51%	0%	49%	
PROJECT	0	0	5	5	0	0	0	0	0	15	0	15	40
Total	0	235	5	5	260	0	0	0	0	15	0	15	535
Other Projects													
Percentage	0%	10%	0%	0%	10%	0%	0%	0%	0%	0%	0%	0%	
In/Out	-	IN	-	-	OUT	-	-	-	-	-	-	-	
PROJECT	0	2	0	0	7	0	0	0	0	0	0	0	0
Subtotal	0	2	0	0	7	0	0	0	0	0	0	0	9
Total	0	237	5	5	267	0	0	0	0	15	0	15	544

PHF: 0.93
Seasonal Factor: 1.01
Growth Rate: 1.025
Years Grown: 3

Trips In	Trips Out
10	30

Project Name
Dade & Sunrise

Trips In	Trips Out
22	68



Sunrise Blvd & Project Driveway
Future Total

15 Min Period lanes	Northbound			Southbound			Eastbound			Westbound				
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	0	43	0	0	55	0	0	0	0	0	0	0	98	418
4:15-4:30	0	54	0	0	46	0	0	0	0	0	0	0	100	436
4:30-4:45	0	61	0	0	51	0	0	0	0	0	0	0	112	457
4:45-5:00	0	50	0	0	58	0	0	0	0	0	0	0	108	453
5:00-5:15	0	57	0	0	59	0	0	0	0	0	0	0	116	442
5:15-5:30	0	66	0	0	55	0	0	0	0	0	0	0	121	
5:30-5:45	0	59	0	0	49	0	0	0	0	0	0	0	108	
5:45-6:00	0	54	0	0	43	0	0	0	0	0	0	0	97	

PM PEAK HOUR IS FROM: 4:30 PM TO 5:30PM

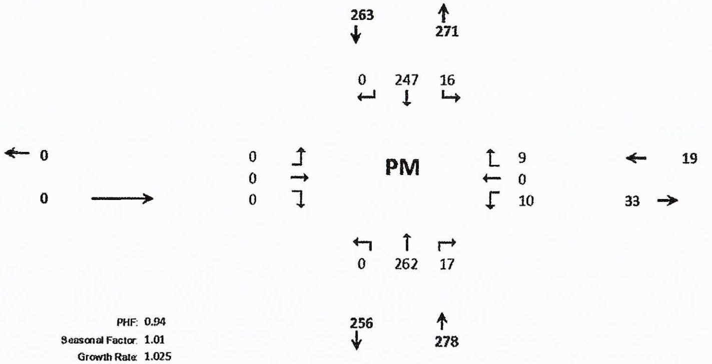
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL
Volumes	0	234	0	0	223	0	0	0	0	0	0	0	457
Season Factor	0	236	0	0	225	0	0	0	0	0	0	0	462
Growth	0	255	0	0	243	0	0	0	0	0	0	0	497
In/Out	-	-	IN	IN	-	-	-	-	-	OUT	-	OUT	
Percentage	0%	0%	51%	49%	0%	0%	0%	0%	0%	51%	0%	49%	
PROJECT	0	0	17	16	0	0	0	0	0	10	0	9	52
Total	0	255	17	16	243	0	0	0	0	10	0	9	549
Other Projects													
%	0%	10%	0%	0%	10%	0%	0%	0%	0%	0%	0%	0%	
In/Out	-	IN	-	-	OUT	-	-	-	-	-	-	-	
PROJECT	0	7	0	0	4	0	0	0	0	0	0	0	11

PHF: 0.94
Seasonal Factor: 1.01
Growth Rate: 1.025
Years Grown: 3

Trips In	Trips Out
33	19

Dade & Sunrise

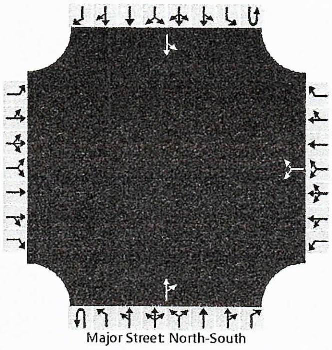
Trips In	Trips Out
71	42



HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	James Kemp	Intersection	Sunrise Blvd & Project Driveway
Agency/Co.	O'Rourke Engineering	Jurisdiction	St. Lucie County
Date Performed	4/3/2024	East/West Street	Project Driveway
Analysis Year	2027	North/South Street	Sunrise Blvd
Time Analyzed	AM Peak Hour	Peak Hour Factor	0.93
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	Future Total with Project		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		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)						15		15			237	5		5	267	
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)							32							5		
Capacity, c (veh/h)							600							1298		
v/c Ratio							0.05							0.00		
95% Queue Length, Q_{95} (veh)							0.2							0.0		
95% Queue Length, Q_{95} (ft)							5.1							0.0		
Control Delay (s/veh)							11.3							7.8	0.0	
Level of Service (LOS)							B							A	A	
Approach Delay (s/veh)					11.3								0.2			
Approach LOS					B								A			

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HCS Two-Way Stop-Control Report

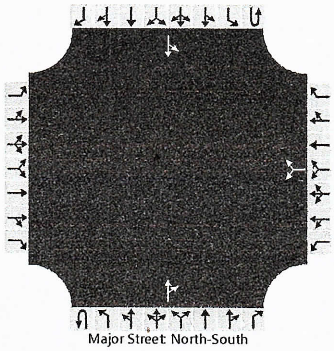
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	4/3/2024
Analysis Year	2027
Time Analyzed	PM Peak Hour
Intersection Orientation	North-South
Project Description	Future Total with Project

Site Information

Intersection	Sunrise Blvd & Project Driveway
Jurisdiction	St. Lucie County
East/West Street	Project Driveway
North/South Street	Sunrise Blvd
Peak Hour Factor	0.94
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		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)						10		9			262	17		16	247	
Percent Heavy Vehicles (%)						3		3						3		
Proportion Time Blocked																
Percent Grade (%)					0											
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

	EB U	EB L	EB T	EB R	WB U	WB L	WB T	WB R	NB U	NB L	NB T	NB R	SB U	SB L	SB T	SB R
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

	EB U	EB L	EB T	EB R	WB U	WB L	WB T	WB R	NB U	NB L	NB T	NB R	SB U	SB L	SB T	SB R
Flow Rate, v (veh/h)							20							17		
Capacity, c (veh/h)							566							1259		
v/c Ratio							0.04							0.01		
95% Queue Length, Q_{95} (veh)							0.1							0.0		
95% Queue Length, Q_{95} (ft)							2.6							0.0		
Control Delay (s/veh)							11.6							7.9	0.1	
Level of Service (LOS)							B							A	A	
Approach Delay (s/veh)					11.6								0.6			
Approach LOS					B								A			

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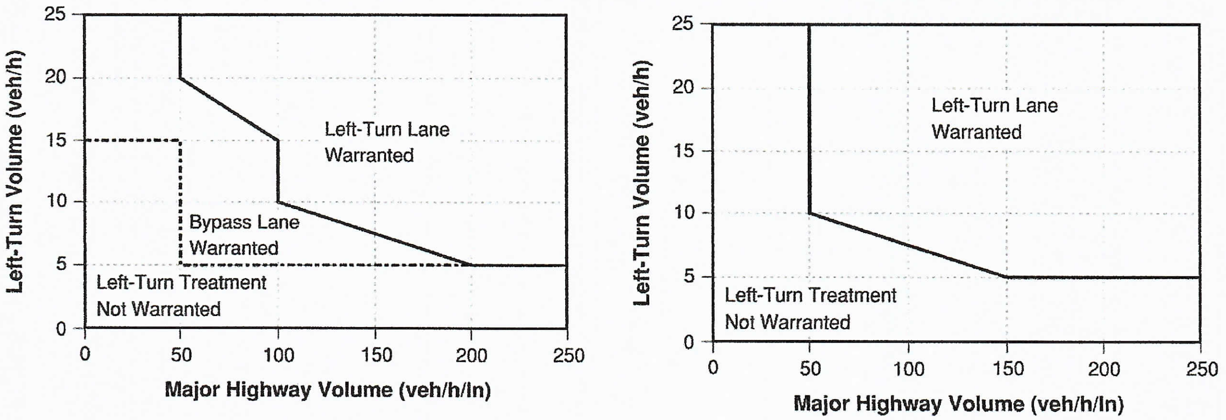
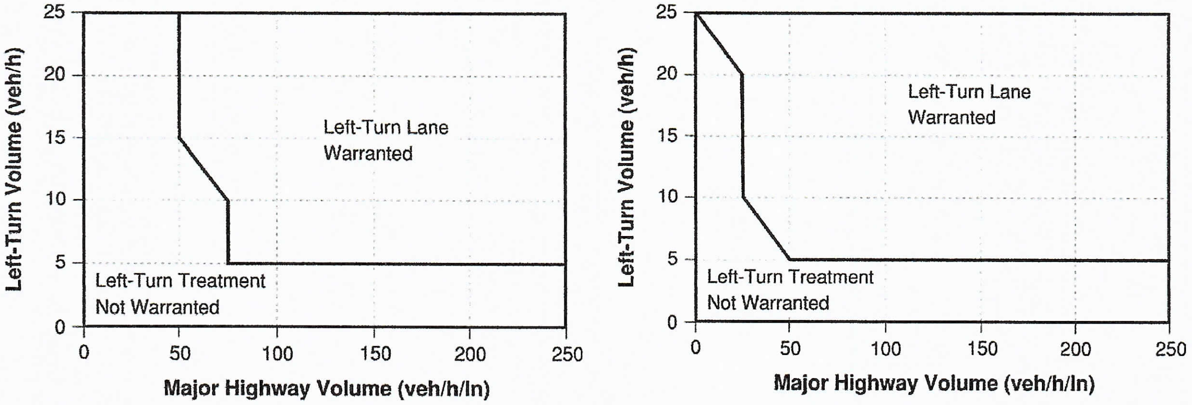
Figure 78 | Left-Turn Lane Warrants for Two-Lane Rural Roadways (Unsignalized)



(a) Three-Leg Intersections

(b) Four-Leg Intersections

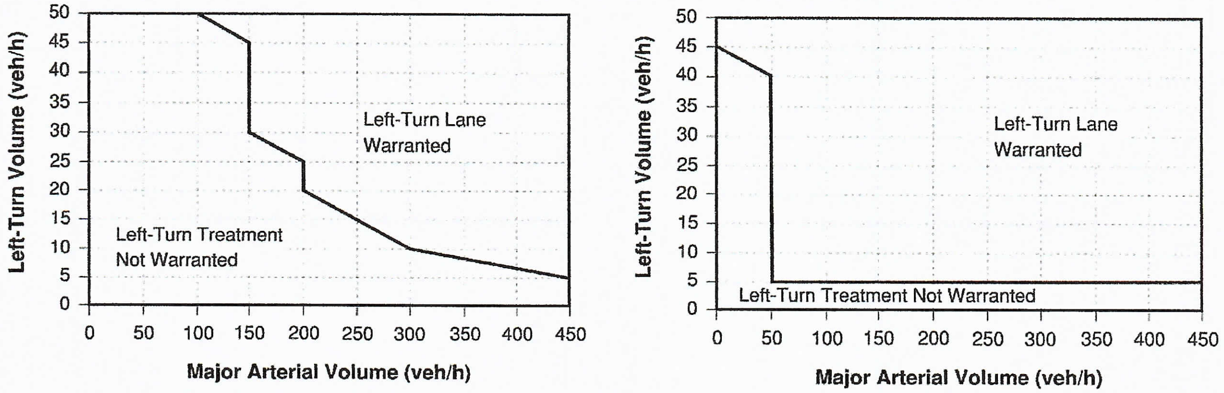
Figure 79 | Left-Turn Lane Warrants for Four-Lane Rural Roadways (Unsignalized)



(a) Three-Leg Intersections

(b) Four-Leg Intersections

Figure 80 | Left-Turn Lane Warrants for Urban and Suburban Arterials

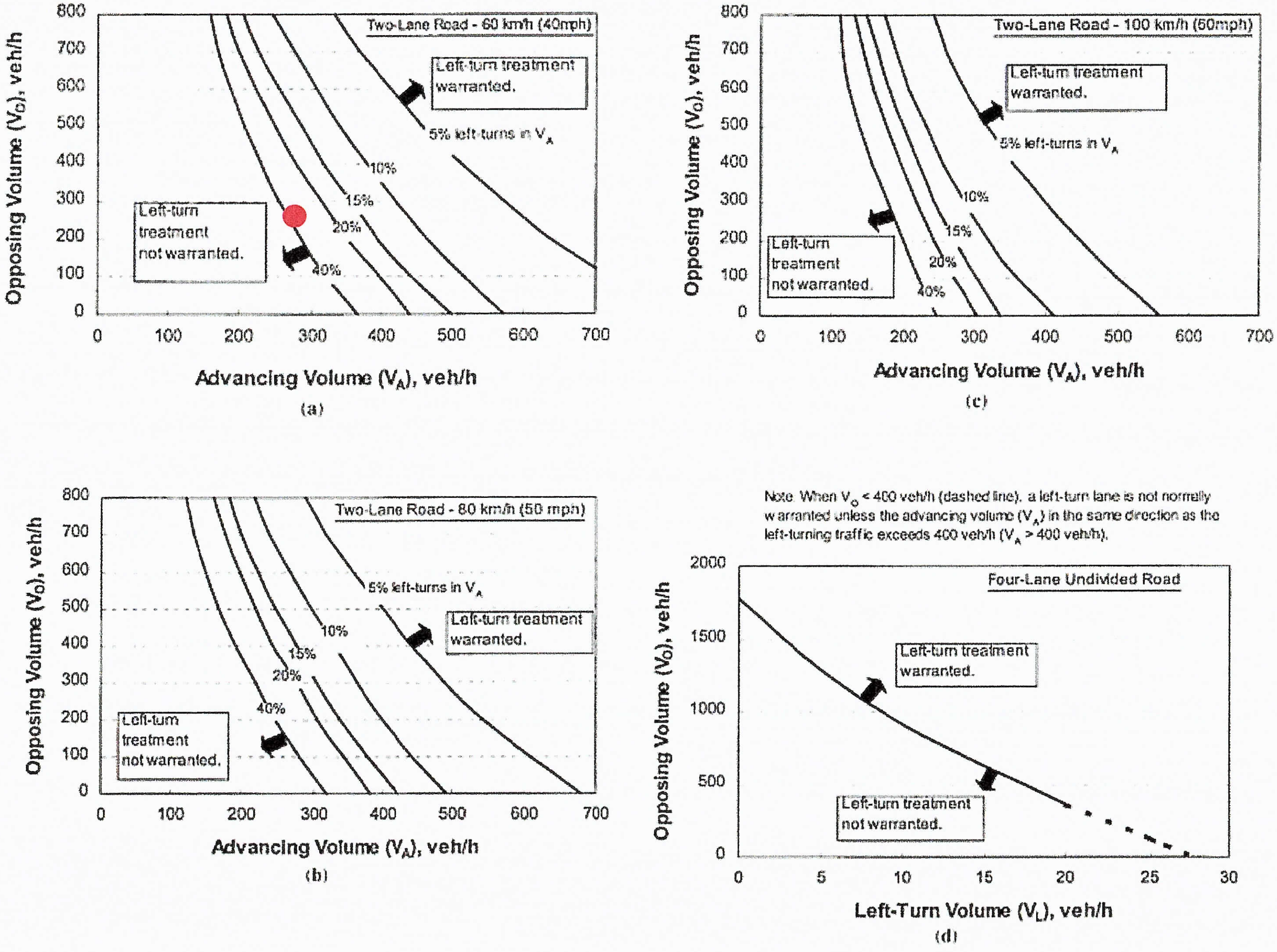


(a) Three-Leg Intersections

(b) Four-Leg Intersections

Source: NCHRP Report 745

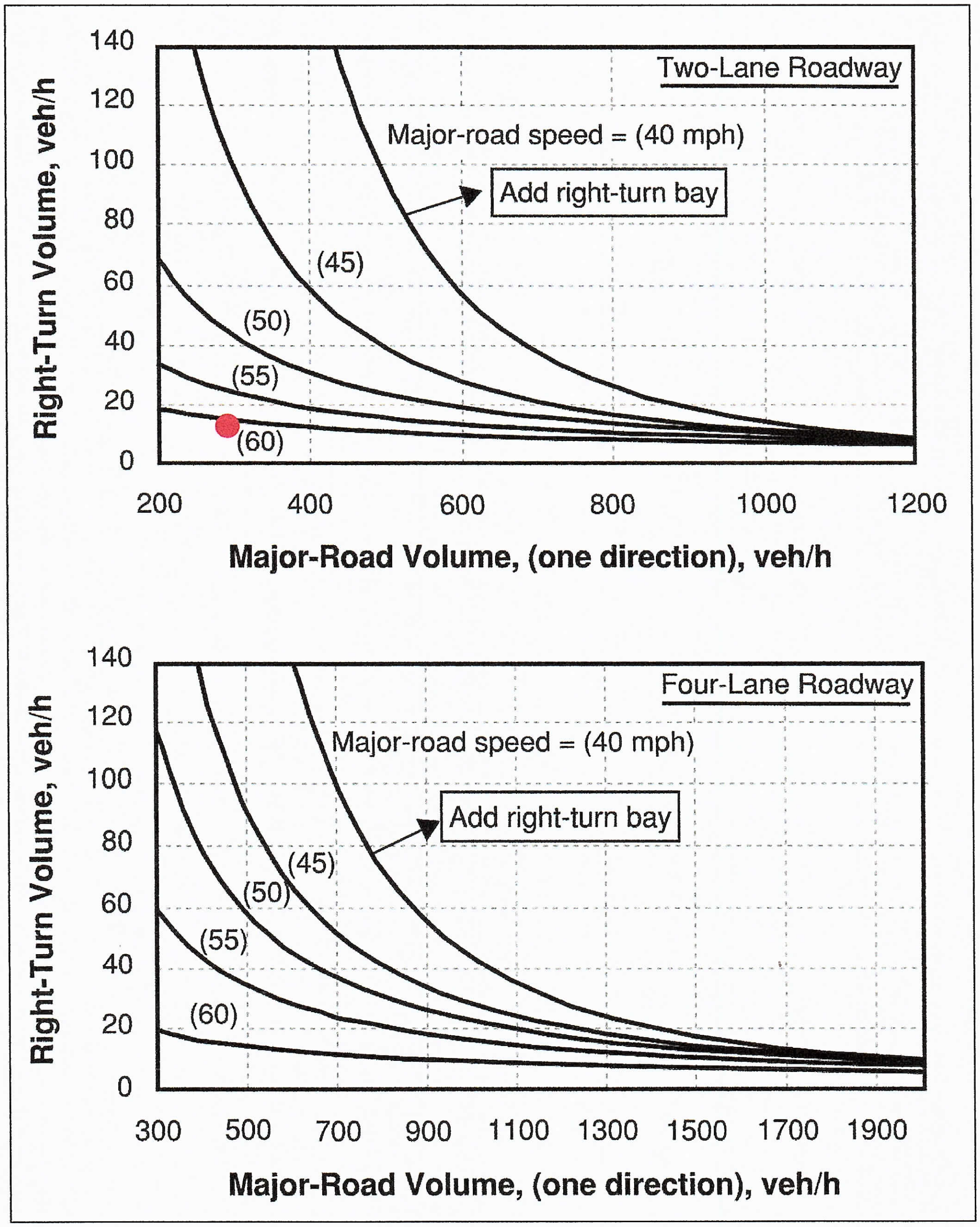
Figure 81 | Left-Turn Lane Warrants (Unsignalized Intersections) – Alternate Method



Note: When V_O < 400 veh/h (dashed line), a left-turn lane is not normally warranted unless the advancing volume (V_A) in the same direction as the left-turning traffic exceeds 400 veh/h (V_A > 400 veh/h).

Source: NCHRP Report 457

Figure 74 | Recommended Guidelines for Exclusive Right-Turn Lanes to Unsignalized Driveway/Intersection



Source: NCHRP Report 457, TDOT Highway System Access Manual

TREE REQUIREMENTS

NORTH PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES)= 1,134 LF x 10' WIDE
11,340 SF DIV. BY 200 = 57 TREES

SOUTH PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES)= 682 LF x 10' WIDE
6,820 SF DIV. BY 200 = 35 TREES

EAST PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES)= 547 LF x 10' WIDE
5,470 SF DIV. BY 200 = 28 TREES

WEST PERIMETER LANDSCAPE STRIP (ABUTTING ROW)= 715 LF x 10' WIDE
7,150 S.F. DIV. BY 300 = 24 TREES

INTERIOR VEHICULAR USE AREAS = 53,640 S.F.
53,640/15 = 3,576 S.F. REQUIRED PLANTING AREA/100 = 36
36 INTERIOR VUA TREES

TOTAL TREES REQUIRED: 180 TREES**

**SEE SHEET LA-3 FOR LOT TREE REQUIREMENTS

PROVIDED TREES

NORTH PERIMETER LANDSCAPE STRIP
57 TREES

SOUTH PERIMETER LANDSCAPE STRIP
35 TREES

EAST PERIMETER LANDSCAPE STRIP
28 TREES

WEST PERIMETER LANDSCAPE STRIP
24 TREES

INTERIOR VEHICULAR USE AREAS = 53,640 S.F.
36 TREES

TOTAL TREES PROVIDED: 180 TREES

SHRUB REQUIREMENTS

NORTH PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES)= 1,134 LF
CONTINUOUS HEDGE @ 36" OC = 378 SHRUBS

SOUTH PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES)= 682 LF
CONTINUOUS HEDGE @ 36" OC = 228 SHRUBS

EAST PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTIES)= 547 LF
CONTINUOUS HEDGE @ 36" OC = 183 SHRUBS

WEST PERIMETER LANDSCAPE STRIP (ABUTTING ROW)= 715 LF
CONTINUOUS HEDGE @ 36" OC = 239 SHRUBS

TOTAL SHRUBS REQUIRED: 1,028 SHRUBS

PROVIDED SHRUBS

NORTH PERIMETER LANDSCAPE STRIP
421 SHRUBS

SOUTH PERIMETER LANDSCAPE STRIP
228 SHRUBS

EAST PERIMETER LANDSCAPE STRIP
183 SHRUBS

WEST PERIMETER LANDSCAPE STRIP
289 SHRUBS

TOTAL SHRUBS PROVIDED: 1,121 SHRUBS

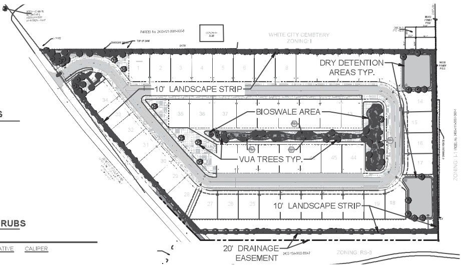
PLANT SCHEDULE:

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
TREES										
	ICN	42	Ilex cassine	Dahoon Holly	45G	12' HT	4' W	STD, 4'CT, SP	Native	2.5" DBH
	MAG	10	Magnolia grandiflora 'D.D. Blanchard' TM	Southern Magnolia	65G	12' HT	6'W	FTB, SP	Native	2.5" DBH
	QS	55	Quercus virginiana	Southern Live Oak	45G	12' HT	5'W	6'CT, SP	Native	2.5" DBH
	TXB	25	Taxodium distichum	Bald Cypress	45G	12' HT	6'W	4' CT, SP	Native	2.5" DBH
PALM TREES *(48 TOTAL TREE CREDITS)										
	BI	6	Bismarckia nobilis 'Silver'	Silver Bismarck Palm	FG	8' GW, 12' CT		SP	Non-native	
	SS	89	Sabal palmetto	Sabal Palm	FG	10'-18' CT		SLK, HC, SP	Native	
	SPC	49	Sabal palmetto	Sabal Palm	FG	12'-20' CT		SLK, CU, SP	Native	

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE
SHRUBS									
	ALL	** 28	Acalypha wilkesiana 'Louisiana Red'	Louisiana Red Wilkes' Copperleaf	7G	36" HT	24"	FULL	Non-native
	AD	** 75	Acrostichum danaeifolium	Giant Leather Fern	7G	3' HT	3'W	F	Native
	ALI	** 10	Alcantarea imperialis	Imperial Bromeliad	7G	2' HT	2' W	F	Non-native
	CEN	** 99	Carissa macrocarpa 'Emerald Blanket'	Emerald Blanket Natal Plum	3G	18" HT	18"W	F	Non-native
	CHR	170	Chrysobalanus icaco 'Redtip'	Red Tip Cocoplum	7G	36" HT	36" W	F	Yes
	CLU	689	Clusia guttifera	Small Leaf Clusia	3G	24" HT	24"W	F	Non-native
	CLA	121	Clusia guttifera	Small Leaf Clusia	7G	48" HT	36" W	F	Non-native
	HP	102	Hamelia patens 'Compacta'	Dwarf Firebush	7G	36" HT	36" W	F	No
	PSA	48	** Pennisetum setaceum	White Fountain Grass	3G	24" HT	18"W	F	Non-native
	TRG	159	** Tripsacum dactyloides	Fakahatchee Grass	3G	30" HT	24"W	F	Native

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
** SHRUB AREAS										
▨	MMY	82	Hamelia patens 'Calusa'	Native Calusa Firebush	3G	24"HT	18"W	F	Native	48" o.c.
** GRASSES										
▩	SPS	623	Spartina bakeri	Sand Cordgrass	1G	24"HT	12" W	F	Native	36" o.c.
*** SOD/SEED										
⬚	SOD	TBD	Paspalum notatum	Bahia Grass	SOD					

*PALMS MAKE UP 27% OF TOTAL TREE CREDITS
**NOT INCLUDED IN PROVIDED SHRUB CREDITS AND MAY BE INSTALLED AT OWNER'S DISCRETION
***MAY BE SUBSTITUTED WITH FLORATAM SOD



*SEE SHEET LA-2 FOR DETAIL LANDSCAPE PLAN
**SEE SHEET LA-3 FOR TYPICAL INDIVIDUAL LOT LANDSCAPE PLAN

General Landscape Notes:

1. All plants shall conform to established nursery grades and standards, to be Florida No. 1 or better, and shall be free of disease and insects at the time of installation.
2. Trees shall be a minimum of twelve (12) feet in height and have a caliper of two and one-half (2 1/2) inches at four and one-half (4 1/2) feet above the ground when installed.
3. All required trees, except palms, shall have a minimum of five (5) feet of clear trunk and a minimum five (5) foot canopy spread at the time of planting.
4. All palm trees shall have a minimum clear trunk of ten (10) feet when installed. Three palm trees are equal to one shade tree having a mature canopy spread of fifteen (15) feet.
5. Shrubs shall be a minimum of twenty-four (24) inches in height above grade immediately after planting.
6. Groundcovers, other than grass, shall be planted in a manner as to present a finished appearance and reasonably complete coverage within four (4) months after planting.
7. Turf grass shall be installed using solid sod and shall be either Bahia or St. Augustine sod.
8. All landscape areas other than sod will be provided a mulch cover of at least three (3) inches. Cypress mulch shall not be used.
9. All existing native vegetation found on the site and is not in direct conflict with the proposed buildings or parking areas shall be left undisturbed if feasible. A suitable protective barrier, constructed of metal, wood, safety fencing, or other durable material, will be placed around the staked out locations of existing native vegetation. Tree Disposition & Mitigation Plan to be provided by others.
10. No fill materials, construction materials, concrete, paint, chemicals, or other foreign materials shall be stored, deposited, or disposed of within any areas that have been staked or fenced off as being undisturbed native vegetation areas.
11. Existing understory shall be maintained in areas of undisturbed native vegetation.
12. All Category 1 exotic plant species will be eradicated from the site.
13. Conspicuous, durable barricades will be erected around each individual tree or areas of vegetation that are to be preserved. In the event that any protective barricades are removed or altered and land clearing or construction work is being conducted on the site, all work at the site will be stopped until the barriers are restored and any necessary corrective actions taken to repair or replant any vegetation removed or damaged as a result of these encroachments.
14. Irrigation to conform to all local and State regulations with regard to water consumption.
15. All new landscaping shall be provided with 100% irrigation coverage through the establishment period, not less than 1-year.

Digitally signed by
Paul A. Goulas
Date: 2025.05.08
10:48:04-04'00'

DRAWING INDEX:

LA-1: OVERALL PLAN, LANDSCAPE DATA, & PLANT SCHEDULE
LA-2: DETAIL LANDSCAPE PLAN
LA-3: TYPICAL LOT LANDSCAPE PLAN
LA-4: LANDSCAPE DETAILS & SPECIFICATIONS

811
Know what's below.
Call before you dig.

Project Team
Landscape Architect:
LANDSCAPE ARCHITECTURAL SERVICES, LLC
Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas Owner
772-631-8433 | paul@las-fl.com
1738 SE Joy Haven Street
Port St. Lucie, FL 34983
Civil Engineer:
KMA

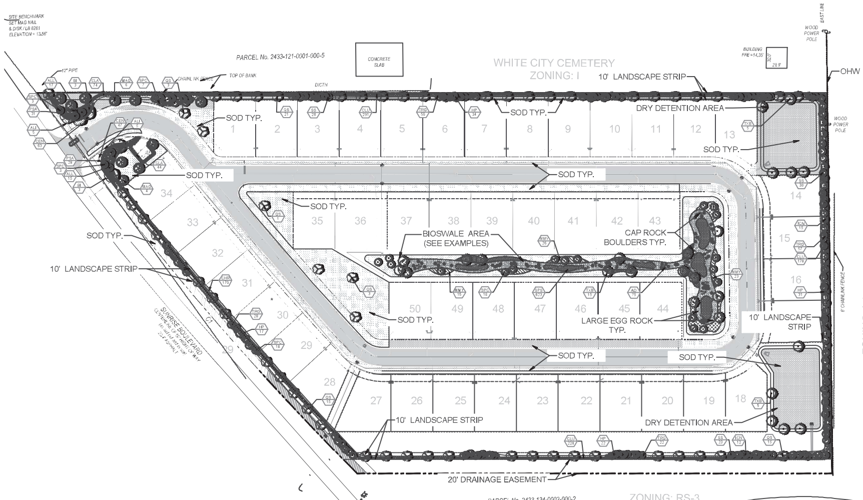
SUNRISE PROPERTY
3904 Sunrise Blvd.
City of Fort Pierce, Florida
Landscape Plan

Revisions		
Date	Init.	Description
6.05.24	PG	Submittal
11.07.24	PG	Revised per Site Plan
5.08.25	PG	Revised per Comments

PAUL GOULAS, PLA
FLORIDA REG. # LA6666807

Drawn By: PG
Checked By: PG
Municipal Project:
Scale:
NORTH
SCALE: 1" = 80'
0 40' 80' 160'

LA-1



SABAL PALMS
CYPRESS TREES
SPARTINA GRASSES
CAP ROCK BOULDERS
LARGE EGG ROCK

BIOSWALE EXAMPLES

811
Know what's below.
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Landscape Architect:
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Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas Owner
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1738 SE Joy Haven Street
Port St. Lucie, FL 34983
Civil Engineer:
KMA

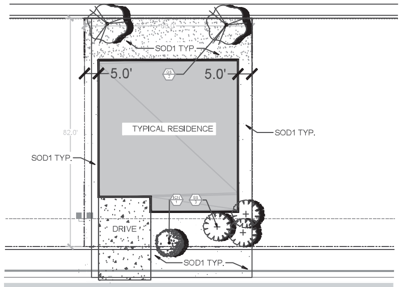
SUNRISE PROPERTY
3904 Sunrise Blvd.
City of Fort Pierce, Florida
Detail Landscape Plan

Revisions		
Date	Init.	Description
6.05.24	PG	Submittal
11.07.24	PG	Revised per Site Plan
5.08.25	PG	Revised per Comments

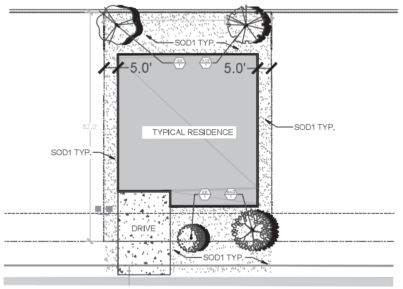
PAUL GOULAS, PLA
FLORIDA REG. # LA6666807

Drawn By: PG
Checked By: PG
Municipal Project:
Scale:
NORTH
SCALE: 1" = 40'
0 20' 40' 80'

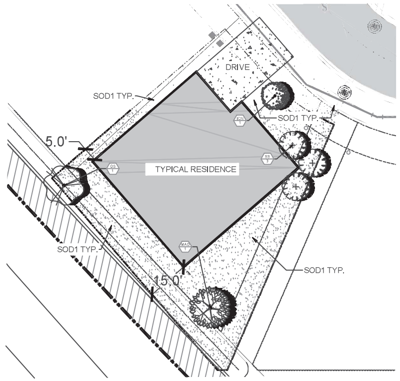
LA-2



TYPICAL LOT OPTION 'A'(24 TOTAL)



TYPICAL LOT OPTION 'B' (24 TOTAL)



CORNER LOT (2 TOTAL)

TREE REQUIREMENTS

INDIVIDUAL LOTS

4 TREES PER LOT: 50 LOTS = 200 TREES

TOTAL TREES REQUIRED: 200 TREES

TREES PROVIDED

INDIVIDUAL LOTS

200 TREES

TOTAL TREES PROVIDED: 200 TREES

811 Know what's below. Call before you dig.

PLANT SCHEDULE:

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	CALIPER
TREES										
	ACE	24	Acer rubrum	Red Maple	45G	12` HT	6`W	SP	Native	3" Caliper
	EB	24	Elaeocarpus decipiens	Japanese Blueberry Tree	45G	12` HT	5`W	STD, 4`CT, SP	Non-native	3" DBH
	ICN	26	Ilex cassine	Dahoon Holly	45G	12` HT	4` W	STD, 4`CT, SP	Native	3" DBH
	MAG	26	Magnolia grandiflora `D.D. Blanchard` TM	Southern Magnolia	65G	12` HT	6`W	FTB, SP	Native	3" DBH
	QS	74	Quercus virginiana	Southern Live Oak	45G	12` HT	5`W	6`CT, SP	Native	3" DBH
PALM TREES*(26 TOTAL TREE CREDITS)										
	SS	78	Sabal palmetto	Sabal Palm	FG	10`-16` CT		SLK, HC, SP	Native	

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	SPACING
SOD										
▨	SOD1	TBD	Stenotaphrum secundatum `Floratam`	Floratam St. Augustine Sod	SOD			Free of Weeds and Pests		

*PALMS MAKE UP 13% OF TOTAL TREE CREDITS

Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8403 | paul@las-fl.com
1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983

Civil Engineer:

KMA

SUNRISE PROPERTY

3904 Sunrise Blvd.
City of Fort Pierce, Florida

Typical Lot Landscape Plan

Revisions

Date	Init.	Description
6.05.24	PG	Submittal

LA 6666807

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By:	PG
Checked By:	PG
Municipal Project:	
Scale:	

NORTH

SCALE: 1" = 10'

0 5' 10' 20'

LA-3

LANDSCAPE SPECIFICATIONS:

PART 1: GENERAL CONDITIONS

1.01 SCOPE:

A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

1.02 AGENCY STANDARDS:

A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.03 SITE EXAMINATION:

A. The Landscape Contractor shall personally examine the site and fully acquaint him/herself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 ERRORS AND OMISSIONS:

A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.

1.05 EXECUTION OF THE WORK:

A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading blueprints, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Superintendent shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.

C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 PROTECTION OF PUBLIC AND PROPERTY:

A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipes or cables.

1.07 CHANGES AND EXTRAS:

A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.

1.08 GUARANTEE:

A. The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of ONE (1) YEAR from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guaranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.

1.09 CARE AND MAINTENANCE:

A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B. The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY:

A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.).

1.11 CONTRACTOR QUALIFICATION:

A. The Owner may require the apparent contractor(s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING:

A. The contractor(s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be $300,000.00 per person and $300,000.00 per aggregate or as required by owner and agreed to in the contract.
The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 PERMITS AND CERTIFICATES:

A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2: MATERIALS

2.01 PLANT MATERIALS:

A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.

B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.

C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.

E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION

A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS:

A. Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B. Plants with broken, damaged or insufficient rootballs will be rejected.

C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 STORAGE:

A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

B. No plant material shall be stored longer than seventy-two (72) hours unless approved by by Landscape Architect and/or owner.

C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 PROTECTION DURING PLANTING:

A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails.

2.06 PLANTING SOIL:

A. Planting soil for all plantings shall consist of existing native soil and shall be free of debris, roots, clay, stones, plants or other foreign materials which might be a hindrance to planting operations or be detrimental to good growth.

2.07 FERTILIZER:

A. Commercial fertilizer shall comply with the state fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.

C. Tabletized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container	1 tablet
3 gallon container	2 tablets
5 gallon container	3 tablets
7 gallon	5 tablets

Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material.
The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH:

A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.

B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 2" max on tree & palm rootballs, keep away from tree & palm trunks or as required by local jurisdiction.

PART 3: EXECUTION

3.01 DIGGING:

A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3.02 GRADING:

A. Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.

B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 PLANTING:

A. Planting shall take place during favorable weather conditions.

B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the planting plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".

E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Plan for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions and refilled with a mixture of (1/2) planting soil (1/2) existing native soil);
1 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 18" min.
Lerio material (7 gal.): 30" x 30" x 24" min.
Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.

G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.

H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.

J. All flagging ribbon shall be removed from trees and shrubs before planting.

K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.

L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future waterings. Saucer areas shall be top-dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.

3.04 PRUNING:

A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.

B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C. Trees shall not be poled or topped.

D. Remove all trimmings from site.

3.05 GUYING:

A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion, See Detail.

B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.

D. Stake & Brace all treess larger than 12' oa. See detail.
Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.

E. Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.

3.06 WATER:

A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B. See General Notes of Landscape Plan for water source.

3.07 SOD:

A. The Landscape Contractor shall sod all areas indicated on the drawings.

B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.

C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.

D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

E. 6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.

F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs,
walks, paving and wood borders to allow for building turf.

H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

3.08 SEEDING:

A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 600 lbs. per acre.

B. Application: Argentine Bahia Grass seed - 200 Pounds per acre mixed with common hulled Bermuda seed - 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.

D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP:

A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE:

A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.

D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

3.11 COMPLETION, INSPECTION AND ACCEPTANCE:

A. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS

PRIOR TO PLANTING ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER

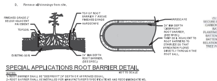
A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

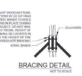
E. WHEN BACKFILLING PLANTING PITS WITH PLANTING MIXTURE, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.


FINISHED GRADE 2" BELOW ADJACENT PAVEMENT
TOPSOIL
EXISTING SOIL
TOP OF ROOT BARRIER 1" ABOVE FINISHED GRADE
HARDSCAPE
24" MIN DEPTH ROOT BARRIER (SEE SPEC)
HARDSCAPE
24" MIN DEPTH "DEEPROOT" ROOT BARRIER. (SEE SPEC)
TAMP SOIL ADJACENT TO ROOT BARRIERS TO STABILIZE SO THAT IRRIGATION FLOWS DIRECTLY THROUGH THE ROOT BALL.

SPECIAL APPLICATIONS ROOT BARRIER DETAIL

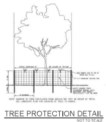
NOT TO SCALE

NOTES:
1- ROOT BARRIER SHALL BE "DEEPROOT" 24" DEPTH OR APPROVED EQUAL.
2- ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.


(5) 2x4x16" WOOD BATTENS. SECURE BATTENS W/ (2) 3/4" HIGH CARBON STEEL BANDS TO HOLD BATTENS IN PLACE DURING PLANTING PROJECT. DO NOT NAIL BATTENS TO TRUNK. HEIGHT OF BATTENS SHALL BE LOCATED IN RELATION TO THE HEIGHT OF THE TREE FOR ADEQUATE BRACING.
STEEL BANDS
(5) LAYERS OF BURLAP

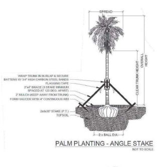
BRACING DETAIL

NOT TO SCALE


NOTE: BARRIER TO FORM CONTINUOUS FROM AROUND THE TREE OR GROUP OF TREES. SEE LANDSCAPE PLAN FOR LOCATION OF TREES TO REMAIN.

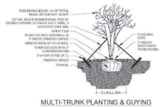
TREE PROTECTION DETAIL

NOT TO SCALE


SPREAD
OVERALL HEIGHT
CLEAR TRUNK HEIGHT
WRAP TRUNK IN BURLAP & SECURE BATTENS W/ 3/4" HIGH CARBON STEEL BANDS
FLAGGING TAPE
2"x4" BRACE (3 STAKE MINIMUM SPACED AT 120 DEG. APART)
2" MULCH (KEEP AWAY FROM TRUNK)
FORM SAUCER WITH 4" CONTINUOUS RIM
2x4x36" STAKE (P.T.)
TOPSOIL
2 x BALL DIA.

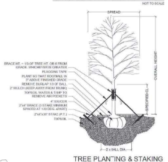
PALM PLANTING - ANGLE STAKE

NOT TO SCALE


THIN BRANCHES BY 1/4 OF TOTAL MASS. RETAIN NAT. SHAPE
1/2" DIA. BLACK RUBBER HOSE TIED W/ DOUBLE STRAND 12 GAUGE GALV. WIRE, 3 GUYS PER TREE MIN.
WHITE FILM
PLANT SO THAT ROOTBALL IS 3" ABOVE FINISHED GRADE
REMOVE BURLAP 1/3 OF BALL
FORM SAUCER WITH 3" CONTINUOUS RIM
2"x4"x36" STAKE (P.T.)
FINISHED GRADE
TOPSOIL
FLAGGING TAPE
2" MULCH (KEEP AWAY FROM TRUNK)
2 x BALL DIA.

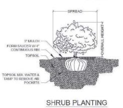
MULTI-TRUNK PLANTING & GUYING

NOT TO SCALE


SPREAD
OVERALL HEIGHT
BRACE HT. = 1/3 OF TREE HT. OR 6' FROM GRADE, WHICHEVER IS GREATER
FLAGGING TAPE
PLANT SO THAT ROOTBALL IS 3" ABOVE FINISHED GRADE
REMOVE BURLAP 1/3 OF BALL
2" MULCH (KEEP AWAY FROM TRUNK)
2"x4" BRACE (3 STAKE MINIMUM SPACED AT 120 DEG. APART)
2 x BALL DIA.

TREE PLANTING & STAKING

NOT TO SCALE


SHRUB PLANTING

NOT TO SCALE

Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8403 | paul@las-fl.com
1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983

Civil Engineer:

KMA

SUNRISE PROPERTY

3904 Sunrise Blvd.
City of Fort Pierce, Florida

Landscape Details & Specifications

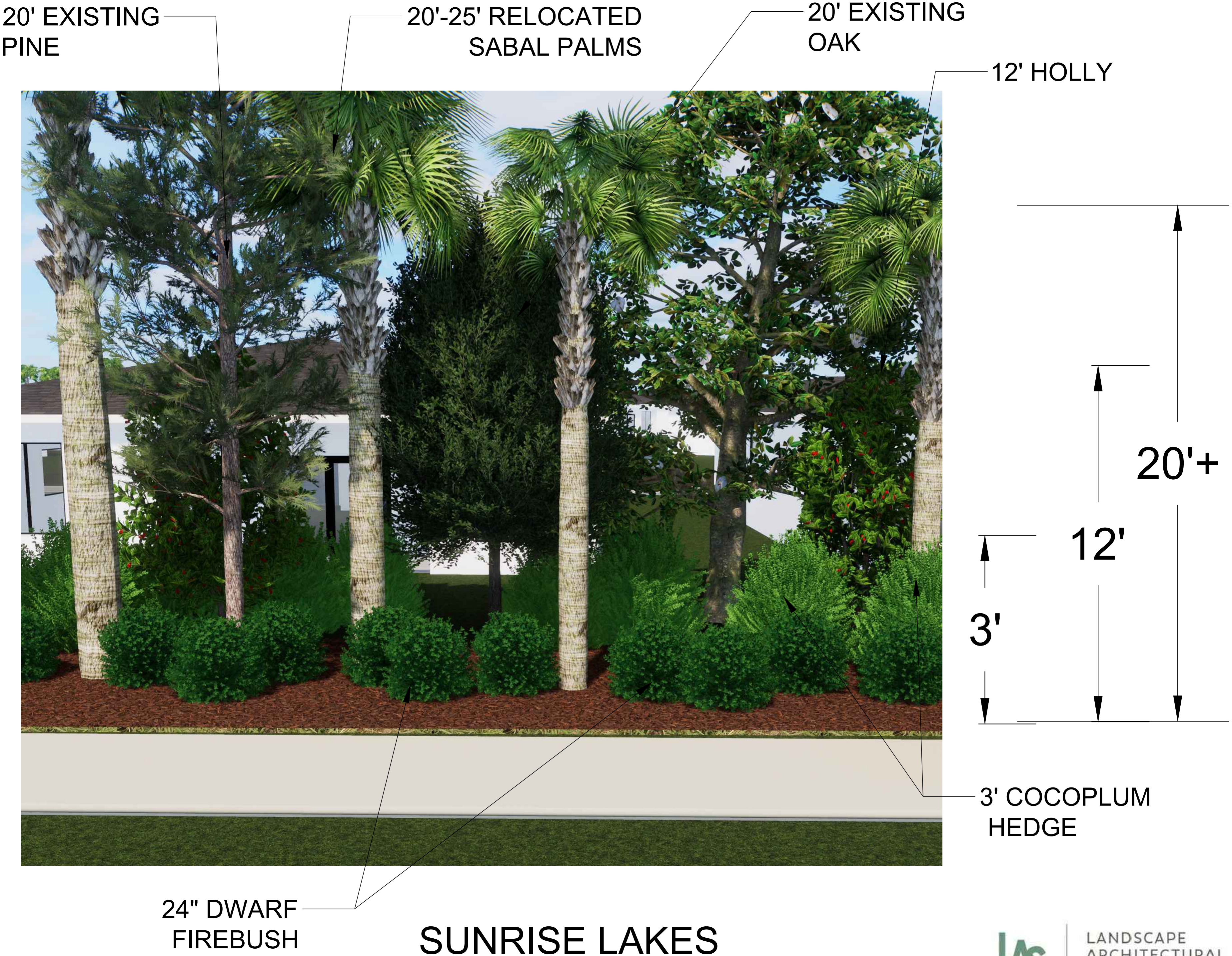
Revisions

Date	Init.	Description
6.05.24	PG	Submittal

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By:	PG
Checked By:	PG
Municipal Project:	
Scale:	

LA-4


20' EXISTING PINE
20'-25' RELOCATED SABAL PALMS
20' EXISTING OAK
12' HOLLY
20'+
12'
3'
3' COCOPLUM HEDGE
24" DWARF FIREBUSH

SUNRISE LAKES

WEST BUFFER

LANDSCAPE ARCHITECTURAL SERVICES, LLC

100% GOPHER TORTOISE SURVEY
COMPLETION REPORT

3804 SUNRISE BLVD, FORT PIERCE, FL – 11.34 ACRES
SAINT LUCIE COUNTY
PARCEL ID: 2433-123-0001-000-1
SECTION 33, TOWNSHIP 35 SOUTH AND RANGE 40 EAST

Prepared for:

DT VENTURES 1 LLC
PO Box 92280
Rochester, NY 14692-0280

Prepared By:

Patrick Zuloaga

Florida Fish and Wildlife Conservation Commission Gopher Tortoise Agent

Permit No.: GTA-13-00002D

January 26, 2024

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Figure 4. Gopher Tortoise Survey Map....3

INTRODUCTION

An upland habitat survey for gopher tortoise (*Gopherus polyphemus*) was conducted on the approximately 11.34-acre property located on 3804 Sunrise Blvd, Fort Pierce, Florida (see Figure 1). The survey included review of 100% of potential gopher tortoise habitat within the subject property.

The objectives of the survey were to document gopher tortoise burrows within the construction footprint of the property to confirm presence/absence, document the status and location of gopher tortoise burrows, and approximate the number of tortoises that would need relocation. The results of the survey determine the subsequent actions required to develop the subject property.

This Survey Report provides a summary of the survey activities conducted, including methods used and areas surveyed. Survey activities were executed according to the burrow survey methodology from the Florida Fish and Wildlife Conservation Commission (FWC) Gopher Tortoise Permitting Guidelines, April 2008, Revised April 2023, Appendix 4 Methods for Burrow Surveys on Development (Donor) and Recipient Sites, 100% Burrow Survey Protocol. Survey activities were conducted on January 25 and the morning January 26, 2024. The information contained herein is based on the findings from the field survey.

SITE LOCATION AND DESCRIPTION

The ±11.34-acre property is located in White City, a census-designated place (CDP) in Saint Lucie County within Section 33, Township 35 South and Range 40 East. The subject property is along the east side of Sunrise Blvd. The Saint Lucie County Property Appraiser lists the Property Parcel ID as 2433-123-0001-000-1. The Future Land Use designation is residential.

The vegetative component of the subject property is predominantly exotic vegetation, shrub brushland, cabbage palms and scattered hardwoods. An isolated waterbody is present within the north west corner and a water filled ditch runs along the southern boundary of the subject property. The Florida Cooperative Land Cover (CLC) System developed by the Florida Fish and Wildlife Conservation Commission (FWC) classifies the land cover as 1821 – Low Structure Density and 18332 – Fallow Orchards. The predominant land cover classification is Fallow Orchards (1832). Figure 2 provides the CLC map for the subject property.

The vegetative community was characterized in the field as a degraded mixed upland community consisting of shallow ridge and furrows with a sparse canopy and dense shrub stratum. The ridge and furrow landform is a result of the historic orchard land use. The canopy stratum consists primarily of cabbage palm (*Sabal palmetto*), and laurel oak (*Quercus laurifolia*). The shrub stratum consisted of dense ceaserweed (*Urena lobata*), Jack-in-the-bush (*Chromolaena odorata*), Brazillian pepper (*Schinus terebinthifolia*), and shoebutton ardisia (*Ardisia elliptica*). Ground cover stratum was generally limited due to the dense canopy, shrub and vine cover. Limited areas with herbaceous vegetative cover were observed providing suitable forage for gopher tortoises.

The Natural Resources Conservation Service (NRCS) Web Soil Survey lists five soil types within the subject property. Table 1 provides a summary of the soil types present within the subject property. Figure 3 provides the NRCS Web Soil Survey graphically for the subject property. A brief description of each soils type follows.

Table 1. Web Soil Survey Summary

Map Unit Symbol	Map Unit Name	Acres	Percent of property
2	Ankona and Farmton sands	2.6	23.2%
4	Arents, 0 to 5 percent slopes	1.3	11.8%
43	Susanna and Wauchula sands	3.6	32.3%
44	Tantile and Pomona sands	1.5	13.2%
55	Winder loamy sand	2.2	19.5%
Totals for Area of Interest		**11.1**	**100.0%**

Ankona and Farmton sands is poorly drained soil found in flatwoods on marine terraces. The seasonal high-water table is at a depth of 6 to 18 inches. The gopher tortoise burrowing suitability is rated as "less suited". Less Suited rating states that these soils have characteristics that may limit establishment, maintenance, or use of the site by gopher tortoise. Colonization and population densities may be below average or restricted in the area due to the limiting factors even though all of the other species habitat requirements are met (USDA, 2024).

Arents are Somewhat poorly drained sandy soils found on rises in marine terraces. Depth to water is 18 to 36 inches. This soils type is listed as not rated in the Web Soil Survey gopher tortoise burrowing suitability.

Susanna and Wauchula sands are poorly drained soil found in flatwoods on marine terraces. The seasonal high-water table is at a depth of 6 to 18 inches. The gopher tortoise burrowing suitability is rated as "unsuitable". These soils have characteristics that may limit establishment, maintenance, or use of the site by gopher tortoise. Areas of included soils with better drainage may provide suitable soil properties in some locations (USDA, 2024).

Tantile and Pomona sands are poorly drained soil found in flatwoods on marine terraces. The seasonal high-water table is at a depth of 6 to 18 inches. The gopher tortoise burrowing suitability is rated as "unsuitable" (USDA, 2024).

Winder loamy sand is poorly drained soil found in flats on marine terraces. The seasonal high-water table is at a depth of 12 to 18 inches. The gopher tortoise burrowing suitability is rated as "less suited" (USDA, 2024).

METHODS

The survey activities were completed by an FWC gopher tortoise agent and performed in accordance with those specified in Appendix 4 of the FWC Guidelines. Equipment utilized during the survey included a camera, Trimble DGPS unit, and a handheld datalogger running Solo Field mapping software.

The pedestrian survey was conducted by walking pre-determined transects in an approximate east-west orientation at 50-foot spacing across 100 percent of the subject property (see Figure 4). Apparent burrow activity status (active, inactive, or abandoned), size (juvenile <5 in.; subadult 5-8 in.; adult >8 in.), GPS coordinates, and photographs were recorded for each burrow encountered along each transect. Burrows that were not clearly made by a tortoise were not recorded.

RESULTS/DISCUSSION

The 100 % pedestrian survey of the project area resulted in no potentially occupied burrows. Multiple burrows from other burrowing fauna (i.e., armadillo *[Dasypus novemcinctus*]) were noted during the survey. Figure 4 provides the survey design graphically.

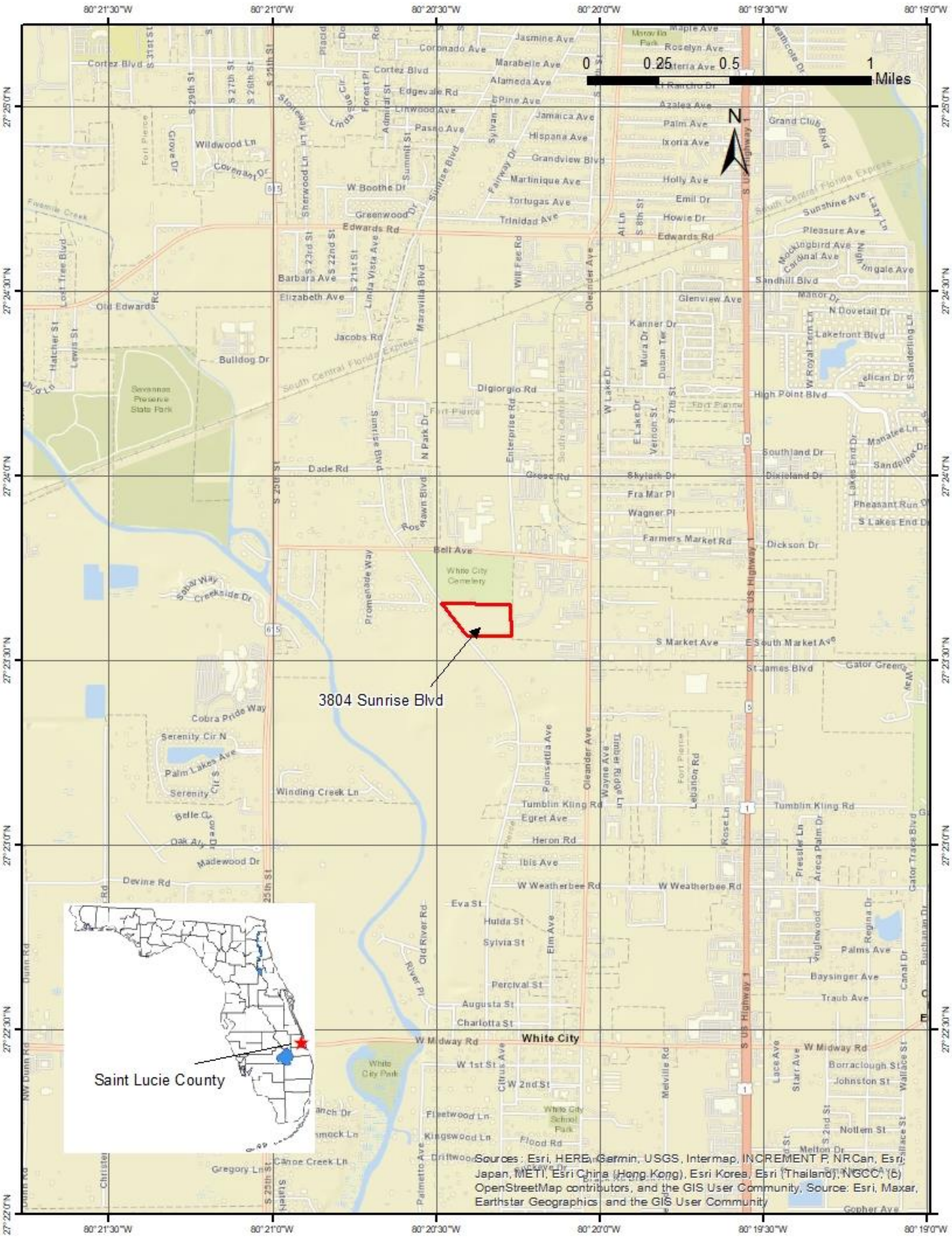
An apparent high-water table and dense vegetative cover provides poor quality gopher tortoise habitat throughout the majority of the subject property. Ponding, saturated soils, and organic soils were observed throughout the property. Optimal forage species (i.e., asgrasses and forbes) were generally absent due to the dense canopy and shrub, and cover. Additionally, approximately 50 percent of the soil types on the property are classified as "unsuitable" while the other 50 percent are listed as "less suited".

In Florida, gopher tortoises are categorized as Threatened on the Endangered Species List and are therefore protected by state law, Chapter 68A - 27.003, FL Administrative Code. An FWC relocation permit is required prior to any disturbance to a burrow or handling of a tortoise. Please note that ground disturbances within 25 feet in any direction from the burrow is prohibited until a relocation permit has been obtained and the tortoise has been relocated to either and offsite recipient site or a suitable onsite relocation area. The findings of this survey are valid for a period of ninety days. A resurvey must be completed prior to construction activities that will occur beyond the ninety-day period.

REFERENCES

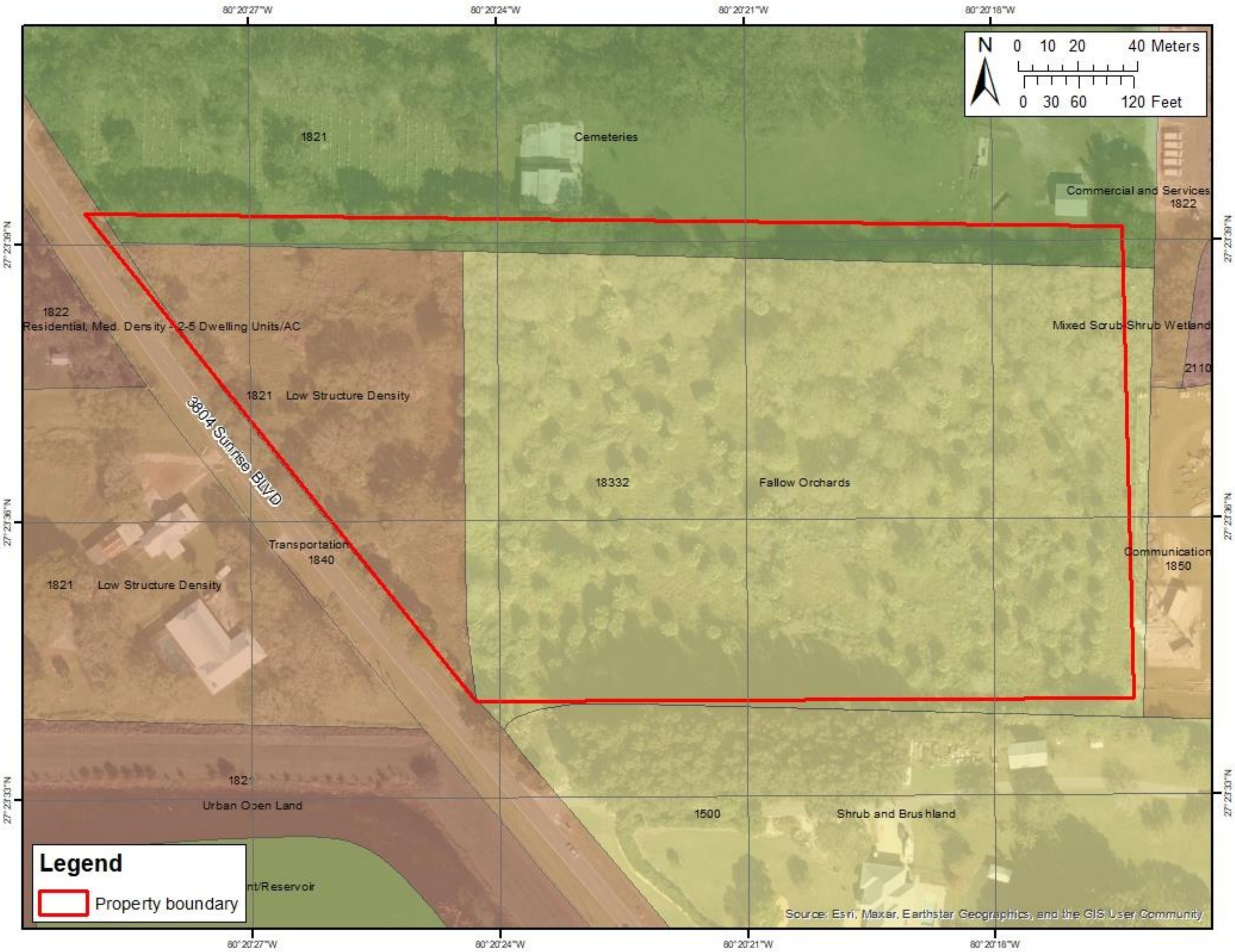
Florida Fish and Wildlife Conservation Commission Gopher Tortoise Permitting Guidelines. Revised April 2023. 133 pp.

U.S. Department of Agriculture, Natural Resources Conservation Service, Web Soil Survey. Accessed 1/25/2024.


80°21'30"W
80°21'0"W
80°20'30"W
80°20'0"W
80°19'30"W
80°19'0"W
27°25'0"N
27°24'30"N
27°24'0"N
27°23'30"N
27°23'0"N
27°22'30"N
27°22'0"N
0
0.25
0.5
1
Miles
N
3804 Sunrise Blvd
Saint Lucie County
White City

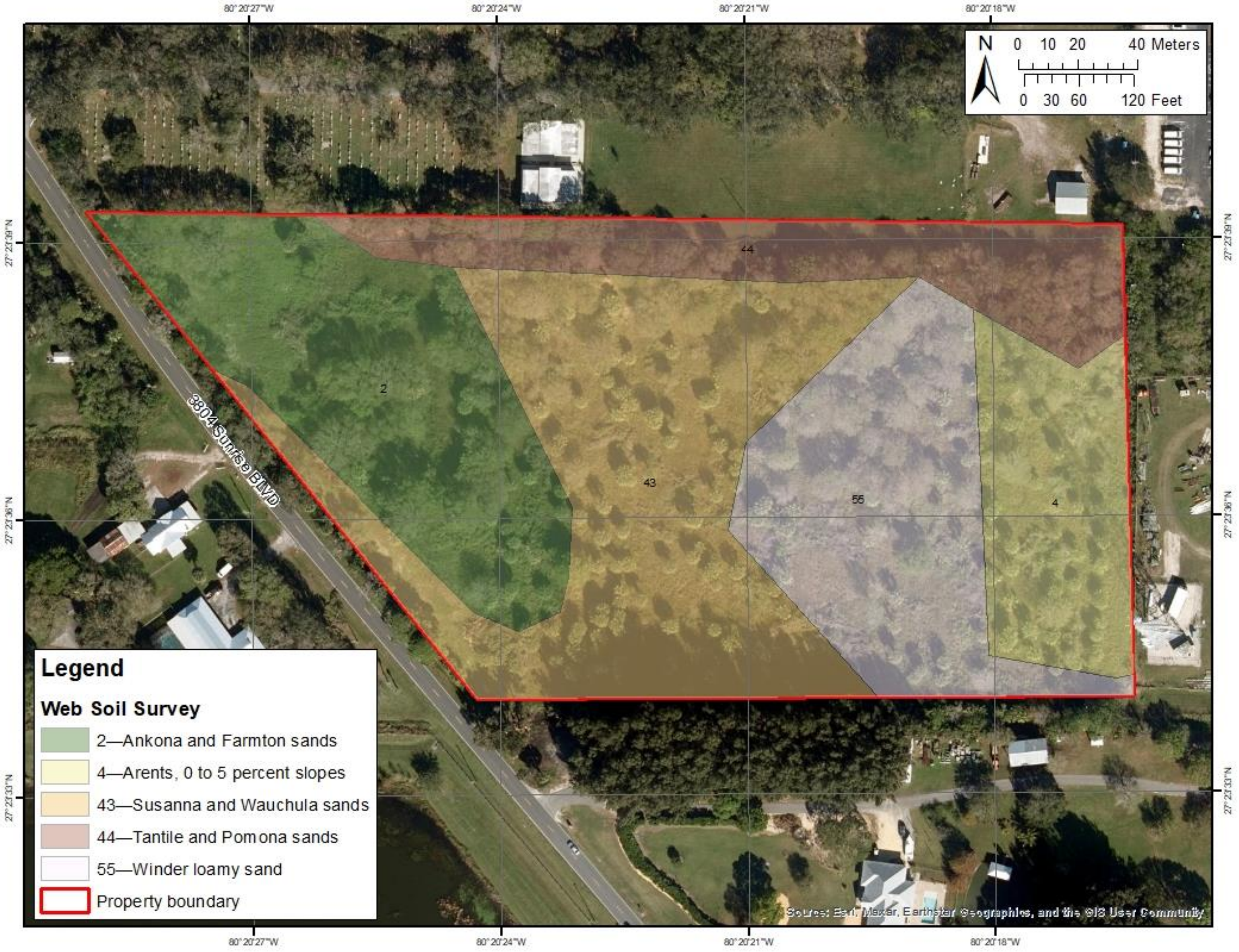
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Figure 1. Project Location Map


80°20'27"W
80°20'24"W
80°20'21"W
80°20'18"W
27°23'39"N
27°23'36"N
27°23'33"N
N
0 10 20 40 Meters
0 30 60 120 Feet
1821
Cemeteries
Commercial and Services
1822
1822
Residential, Med. Density - 2-5 Dwelling Units/AC
Mixed Scrub-Shrub Wetland
2110
1821 Low Structure Density
3804 Sunrise BLVD
18332
Fallow Orchards
Transportation
1840
Communication
1850
1821 Low Structure Density
1821
Urban Open Land
1500
Shrub and Brushland
nt/Reservoir
Legend
Property boundary

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Figure 2. Cooperative Land Cover Map


80°20'27"W
80°20'24"W
80°20'21"W
80°20'18"W
27°23'39"N
27°23'36"N
27°23'33"N
N
0 10 20 40 Meters
0 30 60 120 Feet
44
2
43
55
4
3804 Sunrise BLVD
Legend
Web Soil Survey
2—Ankona and Farmton sands
4—Arents, 0 to 5 percent slopes
43—Susanna and Wauchula sands
44—Tantile and Pomona sands
55—Winder loamy sand
Property boundary

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Figure 3. Soils Map

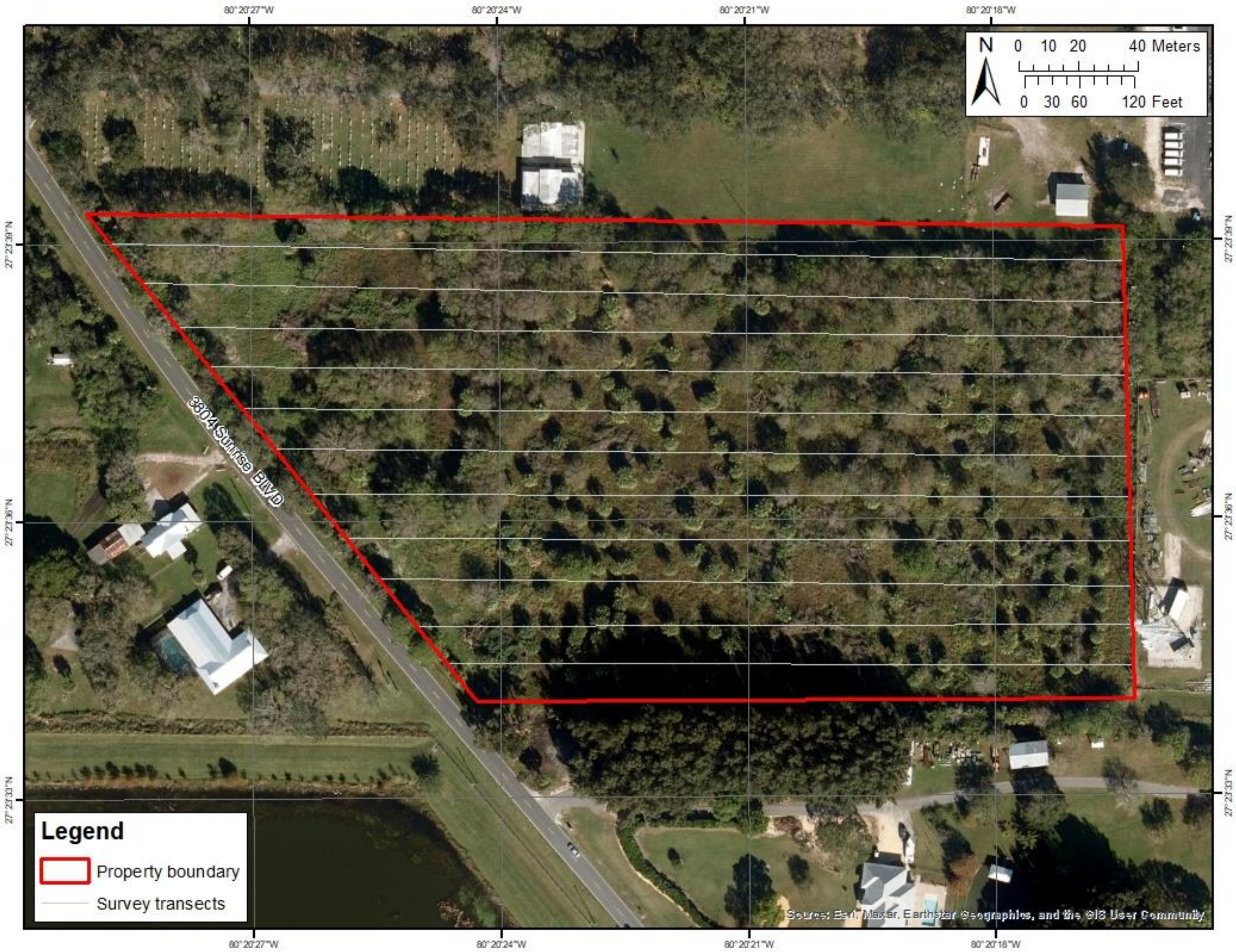
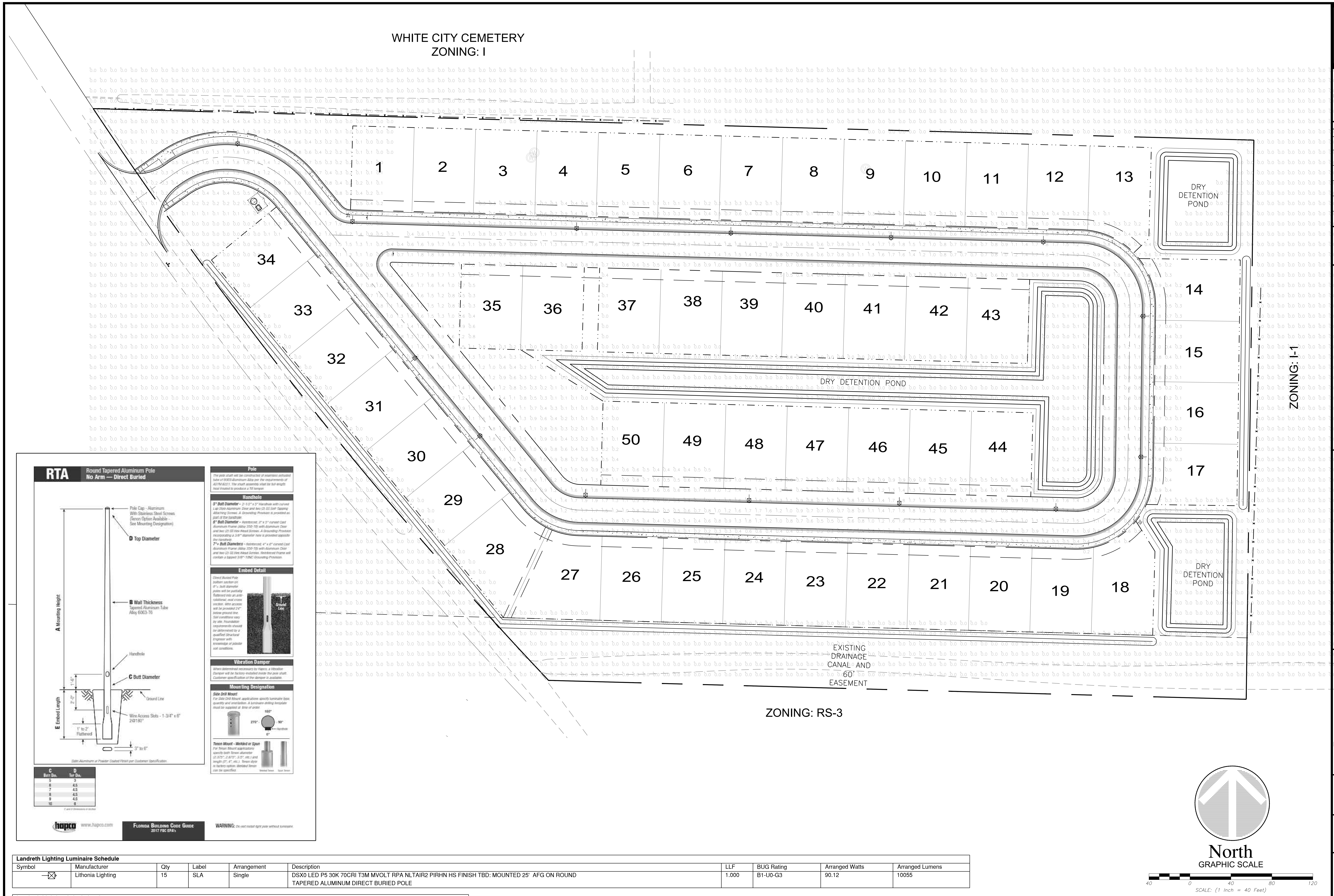

80°20'27"W
80°20'24"W
80°20'21"W
80°20'18"W
27°23'39"N
27°23'36"N
27°23'33"N
N
0 10 20 40 Meters
0 30 60 120 Feet
3804 Sunrise BLVD
Legend
Property boundary
Survey transects
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Figure 4. Gopher Tortoise Survey Map


WHITE CITY CEMETERY
ZONING: I
1
2
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DRY DETENTION POND
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33
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35
36
37
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40
41
42
43
14
15
16
17
DRY DETENTION POND
ZONING: I-1
50
49
48
47
46
45
44
27
26
25
24
23
22
21
20
19
18
DRY DETENTION POND
EXISTING DRAINAGE CANAL AND 60' EASEMENT
ZONING: RS-3
North
GRAPHIC SCALE
40
0
40
80
120
SCALE: (1 inch = 40 Feet)
ZONING: RS-3

RTA Round Tapered Aluminum Pole
No Arm — Direct Buried

Pole Cap - Aluminum With Stainless Steel Screws (Tenon Option Available - See Mounting Designation)
D Top Diameter
A Mounting Height
B Wall Thickness Tapered Aluminum Tube Alloy 6063-T6
Handhole
C Butt Diameter
1'-6"
2'-0"
Ground Line
E Embed Length
Wire Access Slots - 1-3/4" x 6" 2@180°
1" to 2" Flattened
3" to 6"

Satin Aluminum or Powder Coated Finish per Customer Specification.

C Butt Dia.	D Top Dia.
5	3
6	4.5
7	4.5
8	4.5
9	4.5
10	6

C and D Dimensions in inches

Pole

The pole shaft will be constructed of seamless extruded tube of 6063 Aluminum Alloy per the requirements of ASTM B221. The shaft assembly shall be full-length heat treated to produce a T6 temper.

Handhole

5" Butt Diameter - 2-1/2" x 5" Handhole with curved Lap Style Aluminum Door and two (2) SS Self-Tapping Attaching Screws. A Grounding Provision is provided as part of the handhole.
6" Butt Diameter - Reinforced, 3" x 5" curved Cast Aluminum Frame (Alloy 356-T6) with Aluminum Door and two (2) SS Hex Head Screws. A Grounding Provision incorporating a 3/8" diameter hole is provided opposite the Handhole.
7"+ Butt Diameters - Reinforced, 4" x 6" curved Cast Aluminum Frame (Alloy 356-T6) with Aluminum Door and two (2) SS Hex Head Screws. Reinforced Frame will contain a tapped 3/8"-16NC Grounding Provision.

Embed Detail

Direct Buried Pole bottom section on 6"+ butt diameter poles will be partially flattened into an anti-rotational, oval cross section. Wire access will be provided 24" below ground line. Soil conditions vary by site. Foundation requirements should be determined by a qualified Structural Engineer with knowledge of jobsite soil conditions.

Ground Line

Vibration Damper

When determined necessary by Hapco, a Vibration Damper will be factory-installed inside the pole shaft. Customer specification of the damper is available.

Mounting Designation

Side Drill Mount
For Side Drill Mount applications specify luminaire type, quantity and orientation. A luminaire drilling template must be supplied at time of order.

180°
270°
90°
Handhole
0°

Tenon Mount - Welded or Spun
For Tenon Mount applications specify both Tenon diameter (2.375", 2.875", 3.5", etc.) and length (5", 4", etc.). Tenon style is factory option. Welded Tenon can be specified.

Welded Tenon
Spun Tenon

hapco www.hapco.com

FLORIDA BUILDING CODE GUIDE
2017 FBC EPA's

WARNING: Do not install light pole without luminaire.

Landreth Lighting Luminaire Schedule

Symbol	Manufacturer	Qty	Label	Arrangement	Description	LLF	BUG Rating	Arranged Watts	Arranged Lumens
—⊠	Lithonia Lighting	15	SLA	Single	DSX0 LED P5 30K 70CRI T3M MVOLT RPA NLTAIR2 PIRHN HS FINISH TBD: MOUNTED 25' AFG ON ROUND TAPERED ALUMINUM DIRECT BURIED POLE	1.000	B1-U0-G3	90.12	10055

Landreth Lighting Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Entire Site	Illuminance	Fc	0.26	2.0	0.0	N.A.	N.A.
Drive Lane	Illuminance	Fc	1.20	2.0	0.5	2.40	4.00

Printed on Tuesday, July 09, 2024, 12:17 PM by Blaine Bergstresser
RESIDENTIAL\ENGINEERING\DRAWINGS\CIVIL\CURRENT\24-1001-PHOTO----->LAYOUT: PHOTO-01

KMA
ENGINEERING & SURVEYING, LLC.
3001 INDUSTRIAL AVE 2
FORT PIERCE, FL 34946
(772) 569-5505

FBPE C.O.A. # 33705

REVISIONS:

BY:	DATE:	COMMENT:

NOT FOR CONSTRUCTION

PROJECT:
SUNRISE LAKES
CITY OF FORT PIERCE, FLORIDA

CLIENT:
INTEGRITY 1ST CONSTRUCTION GROUP

NO. 84598

BLAINE BERGSTRESSER, P.E.
FLORIDA LICENSE No. 84598
02/24/2022

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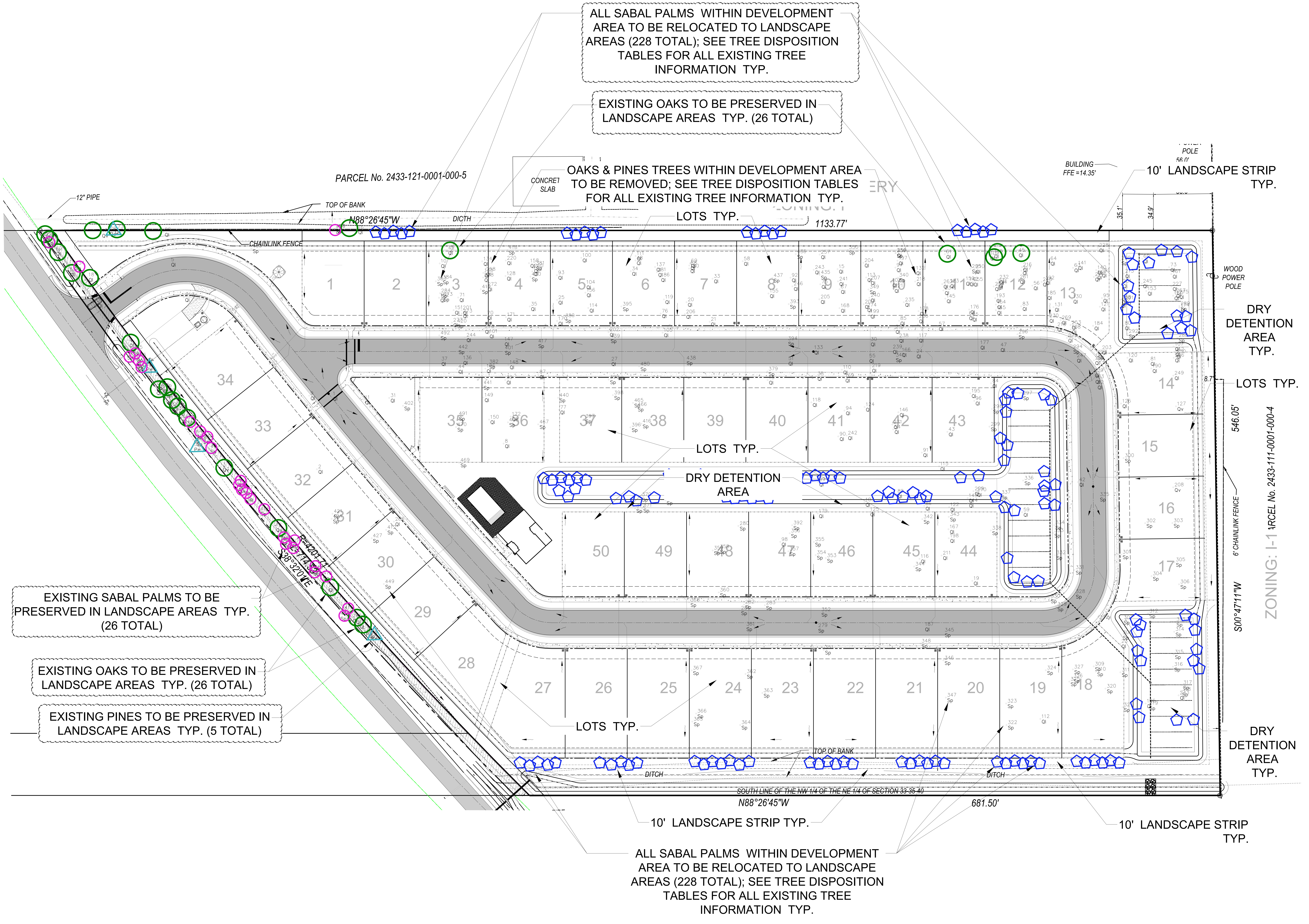
PROJECT No.:	24-1001
DRAWN BY:	SCB
CHECKED BY:	BRB
DATE:	04/02/2024
CAD I.D.:	24-1001-PHOTO

SHEET TITLE:
PHOTO-01

SHEET NUMBER:


ALL SABAL PALMS WITHIN DEVELOPMENT AREA TO BE RELOCATED TO LANDSCAPE AREAS (228 TOTAL); SEE TREE DISPOSITION TABLES FOR ALL EXISTING TREE INFORMATION TYP.
EXISTING OAKS TO BE PRESERVED IN LANDSCAPE AREAS TYP. (26 TOTAL)
OAKS & PINES TREES WITHIN DEVELOPMENT AREA TO BE REMOVED; SEE TREE DISPOSITION TABLES FOR ALL EXISTING TREE INFORMATION TYP.
LOTS TYP.
PARCEL No. 2433-121-0001-000-5
12" PIPE
TOP OF BANK
N88°26'45"W
DICTH
CHAINLINK FENCE
CONCRETE SLAB
1133.77'
BUILDING FFE =14.35'
10' LANDSCAPE STRIP TYP.
WOOD POWER POLE
DRY DETENTION AREA TYP.
LOTS TYP.
DRY DETENTION AREA
546.05'
6' CHAINLINK FENCE
PARCEL No. 2433-111-0001-000-4
ZONING: I-1
S00°47'11"W
R=4201.71'
S38°32'01"E
EXISTING SABAL PALMS TO BE PRESERVED IN LANDSCAPE AREAS TYP. (26 TOTAL)
EXISTING OAKS TO BE PRESERVED IN LANDSCAPE AREAS TYP. (26 TOTAL)
EXISTING PINES TO BE PRESERVED IN LANDSCAPE AREAS TYP. (5 TOTAL)
LOTS TYP.
DRY DETENTION AREA TYP.
TOP OF BANK
DITCH
SOUTH LINE OF THE NW 1/4 OF THE NE 1/4 OF SECTION 33-35-40
N88°26'45"W
681.50'
10' LANDSCAPE STRIP TYP.
10' LANDSCAPE STRIP TYP.
ALL SABAL PALMS WITHIN DEVELOPMENT AREA TO BE RELOCATED TO LANDSCAPE AREAS (228 TOTAL); SEE TREE DISPOSITION TABLES FOR ALL EXISTING TREE INFORMATION TYP.
1
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Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8400 | paul@las-fl.com
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Port St. Lucie, Fl. 34983

Civil Engineer:

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2345 14TH AVE, SUITE #3
VERO BEACH, FL 32960
PHONE: (772) 569-5505
FBPE C.O.A. # 33705

SUNRISE PROPERTY
3904 Sunrise Blvd.
City of Fort Pierce, Florida
Tree Disposition Plan

Revisions

Date	Init.	Description
9.12.24	PG	Submittal
11.07.24	PG	Revised per Site Plan
5.08.25	PG	Revised per Comments
8.01.25	PG	Revised per Comments

LA 6666807

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By:	PG
Checked By:	PG
Municipal Project:	
Scale:	

NORTH

SCALE: 1" = 40'

0 20' 40' 80'

TD-1

LAUREL OAKS REQUIRING MITIGATION

TREE #	SIZE DBH	TYPE
0	54	Laurel Oak
1	40	Laurel Oak
2	35	Laurel Oak
5	31	Laurel Oak
6	30.6	Laurel Oak
7	30	Laurel Oak
8	30	Laurel Oak
9	29	Laurel Oak
10	27.2	Laurel Oak
11	27	Laurel Oak
13	26.5	Laurel Oak
14	26	Laurel Oak
15	26	Laurel Oak
19	25	Laurel Oak
20	24.6	Laurel Oak
21	24.4	Laurel Oak
23	24	Laurel Oak
24	24	Laurel Oak
25	24	Laurel Oak
27	23.5	Laurel Oak
30	23	Laurel Oak
31	23	Laurel Oak
33	22	Laurel Oak
34	22	Laurel Oak
35	22	Laurel Oak
36	21.9	Laurel Oak
37	21.6	Laurel Oak
38	21	Laurel Oak
39	21	Laurel Oak
40	20	Laurel Oak
41	20	Laurel Oak
42	20	Laurel Oak
43	20	Laurel Oak
44	20	Laurel Oak
47	19.2	Laurel Oak
48	19	Laurel Oak
51	18.5	Laurel Oak
54	18	Laurel Oak
55	17.5	Laurel Oak
56	17.5	Laurel Oak
57	17.3	Laurel Oak
58	17.3	Laurel Oak
59	17.2	Laurel Oak
60	17.2	Laurel Oak
63	17	Laurel Oak
64	17	Laurel Oak
65	17	Laurel Oak
66	17	Laurel Oak
67	17	Laurel Oak
68	17	Laurel Oak
69	17	Laurel Oak
70	17	Laurel Oak
71	17	Laurel Oak
72	16.6	Laurel Oak
73	16.6	Laurel Oak
75	16.5	Laurel Oak
76	16.5	Laurel Oak
77	16.4	Laurel Oak
80	16	Laurel Oak
81	16	Laurel Oak
82	16	Laurel Oak
83	16	Laurel Oak
84	16	Laurel Oak
85	16	Laurel Oak
86	16	Laurel Oak
87	16	Laurel Oak
88	16	Laurel Oak
89	15.8	Laurel Oak
90	15.5	Laurel Oak
91	15.5	Laurel Oak
92	15.5	Laurel Oak
93	15.2	Laurel Oak
94	15.1	Laurel Oak
95	15	Laurel Oak
96	15	Laurel Oak
97	15	Laurel Oak
98	15	Laurel Oak
99	15	Laurel Oak
100	15	Laurel Oak
101	14.9	Laurel Oak
102	14.5	Laurel Oak
103	14.5	Laurel Oak
104	14.5	Laurel Oak
105	14.5	Laurel Oak
106	14.4	Laurel Oak
107	14	Laurel Oak
108	14	Laurel Oak
110	14	Laurel Oak
Total	1749.5	

LAUREL OAKS TO BE PRESERVED

TREE #	SIZE DBH	TYPE	DISPOSITION
4	33	Laurel Oak	To Remain
16	26	Laurel Oak	To Remain
18	25.5	Laurel Oak	To Remain
26	23.5	Laurel Oak	To Remain
45	19.4	Laurel Oak	To Remain
46	19.3	Laurel Oak	To Remain
49	19	Laurel Oak	To Remain
50	18.6	Laurel Oak	To Remain
53	18	Laurel Oak	To Remain
61	17.1	Laurel Oak	To Remain
62	17	Laurel Oak	To Remain
109	14	Laurel Oak	To Remain
157	10.6	Laurel Oak	To Remain
173	10	Laurel Oak	To Remain
175	9.5	Laurel Oak	To Remain
183	9.5	Laurel Oak	To Remain
188	9	Laurel Oak	To Remain
189	9	Laurel Oak	To Remain
222	7.5	Laurel Oak	To Remain
225	7	Laurel Oak	To Remain
263	5	Laurel Oak	To Remain
264	5	Laurel Oak	To Remain
265	5	Laurel Oak	To Remain
Total	337.5		

LIVE OAKS REQUIRING MITIGATION

TREE #	SIZE DBH	TYPE
127	12.4	Live Oak
Total	12.4	

LIVE OAKS TO BE PRESERVED

TREE #	SIZE DBH	TYPE	DISPOSITION
3	35	Live Oak	To Remain
12	27	Live Oak	To Remain
17	26	Live Oak	To Remain
Total	88		

PINE TREES REQUIRING MITIGATION

TREE #	SIZE DBH	TYPE
22	24	Slash Pine
32	22	Slash Pine
74	16.5	Slash Pine
Total	62.5	

PINE TREES TO BE PRESERVED

TREE #	SIZE DBH	TYPE	DISPOSITION
28	23	Slash Pine	To Remain
29	23	Slash Pine	To Remain
52	18	Slash Pine	To Remain
78	16	Slash Pine	To Remain
79	16	Slash Pine	To Remain
Total	96		

SABAL PALMS TO BE RELOCATED

TREE #	SIZE CT	TYPE
279	10' MIN	Sabal Palm
280	10' MIN	Sabal Palm
281	10' MIN	Sabal Palm
282	10' MIN	Sabal Palm
283	10' MIN	Sabal Palm
284	10' MIN	Sabal Palm
285	10' MIN	Sabal Palm
286	10' MIN	Sabal Palm
287	10' MIN	Sabal Palm
288	10' MIN	Sabal Palm
289	10' MIN	Sabal Palm
290	10' MIN	Sabal Palm
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531	10' MIN	Sabal Palm
532	10' MIN	Sabal Palm
Total	228	

SABAL PALMS TO BE PRESERVED

TREE #	SIZE CT	TYPE	DISPOSITION
373	10' MIN	Sabal Palm	To Remain
376	10' MIN	Sabal Palm	To Remain
377	10' MIN	Sabal Palm	To Remain
378	10' MIN	Sabal Palm	To Remain
385	10' MIN	Sabal Palm	To Remain
387	10' MIN	Sabal Palm	To Remain
388	10' MIN	Sabal Palm	To Remain
389	10' MIN	Sabal Palm	To Remain
390	10' MIN	Sabal Palm	To Remain
406	10' MIN	Sabal Palm	To Remain
408	10' MIN	Sabal Palm	To Remain
409	10' MIN	Sabal Palm	To Remain
410	10' MIN	Sabal Palm	To Remain
411	10' MIN	Sabal Palm	To Remain
414	10' MIN	Sabal Palm	To Remain
422	10' MIN	Sabal Palm	To Remain
423	10' MIN	Sabal Palm	To Remain
424	10' MIN	Sabal Palm	To Remain
425	10' MIN	Sabal Palm	To Remain
434	10' MIN	Sabal Palm	To Remain
443	10' MIN	Sabal Palm	To Remain
446	10' MIN	Sabal Palm	To Remain
447	10' MIN	Sabal Palm	To Remain
448	10' MIN	Sabal Palm	To Remain
471	10' MIN	Sabal Palm	To Remain
523	10' MIN	Sabal Palm	To Remain
Total	26		

Original Mitigation Data:

Total DBH of Native Trees 14" DBH & Larger to be Removed:	2,258.8" DBH
Total DBH of Native Trees 14" DBH & Larger to be Preserved:	0" DBH
Total Native Tree Mitigation Owed:	**2,258" DBH**
Total Sabal Palms 10' CT & Larger to be Removed:	254 Palms
Total Palm Tree Mitigation Owed:	**254 Palms**

Revised Mitigation Data:

Total DBH of Native Trees 14" DBH & Larger to be Removed:	1,824.4" DBH
Total DBH of Native Trees 14" DBH & Larger to be Preserved:	521.5" DBH
Total Native Tree Mitigation Owed:	**1,302.9" DBH**
Total Sabal Palms 10' CT & Larger to be Preserved:	26 Palms
Total Sabal Palms 10' CT & Larger to be Relocated:	228 Palms
Total Palm Tree Mitigation Owed:	**0 Palms**

Mitigation Notes:

1. Tree mitigation is for the removal of healthy existing native trees 14" dbh & greater.
2. Palm mitigation is for the removal of existing native palms10' clear trunk height & greater.

Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8400 | paul@las-fl.com
1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983

Civil Engineer:

KMA
ENGINEERING & SURVEYING, LLC

SUNRISE PROPERTY

3904 Sunrise Blvd.
City of Fort Pierce, Florida

Tree Mitigation Tables & Data

Revisions

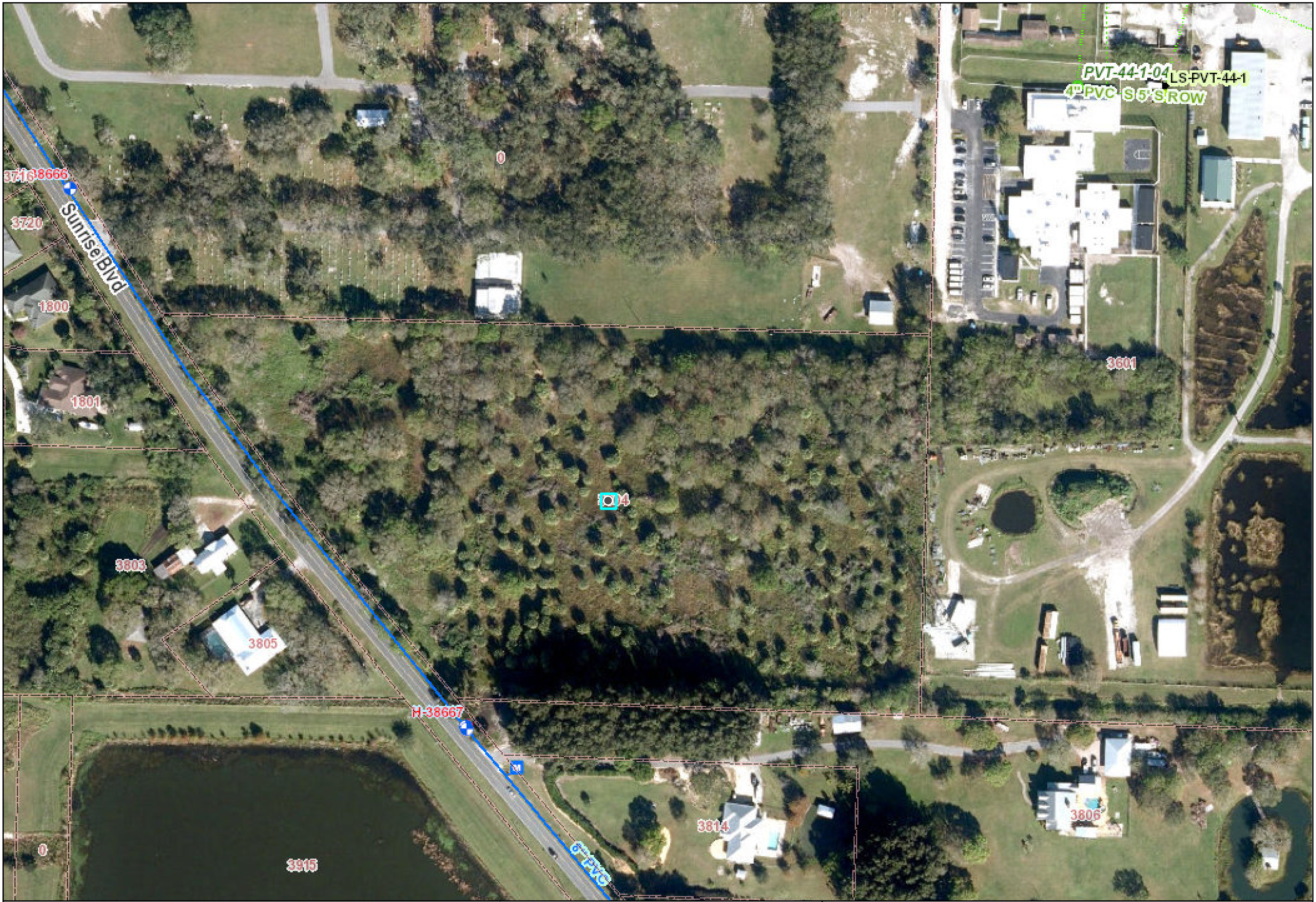
Date	Init.	Description
9.12.24	PG	Submittal
11.07.24	PG	Revised per Site Plan
8.01.25	PG	Revised per Comments

LA 6666807

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By:	PG
Checked By:	PG
Municipal Project:	
Scale:	

TD-3


PVT-44-1-04
LS-PVT-44-1
4" PVC S 5' S ROW
3716
38666
0
3720
Sunrise Blvd
1800
3601
1801
4
3803
3805
H-38667
3814
3806
0
3915
6" PVC

Legend

- Electric Primary Wire
- Transmission Wire
- Gas Main
- Fiber Optic Cable
- Potable Water Main
- Raw Water Main
- Wastewater Force Main
- WW Gravity Main

- ● Pole
- Fuse

Transformers

- ▲ Overhead
- 🟥 Pad Mount

Valves

- Gas
- Water
- Raw Water
- Waste Water

- ✚ Fire Hydrant
- W Well
- PS Lift Station

Disclaimer:

The data contained herein is offered "as is", with no claim or warranty as to its accuracy or completeness. The data is for reference only and should not be considered to be of survey precision.

Due to formatting restrictions, the information provided in the map may not be represented in the legend.

811 Know what's below. Call before you dig.

Date: 3/25/2024

FPUA COMMUNITY PROUD

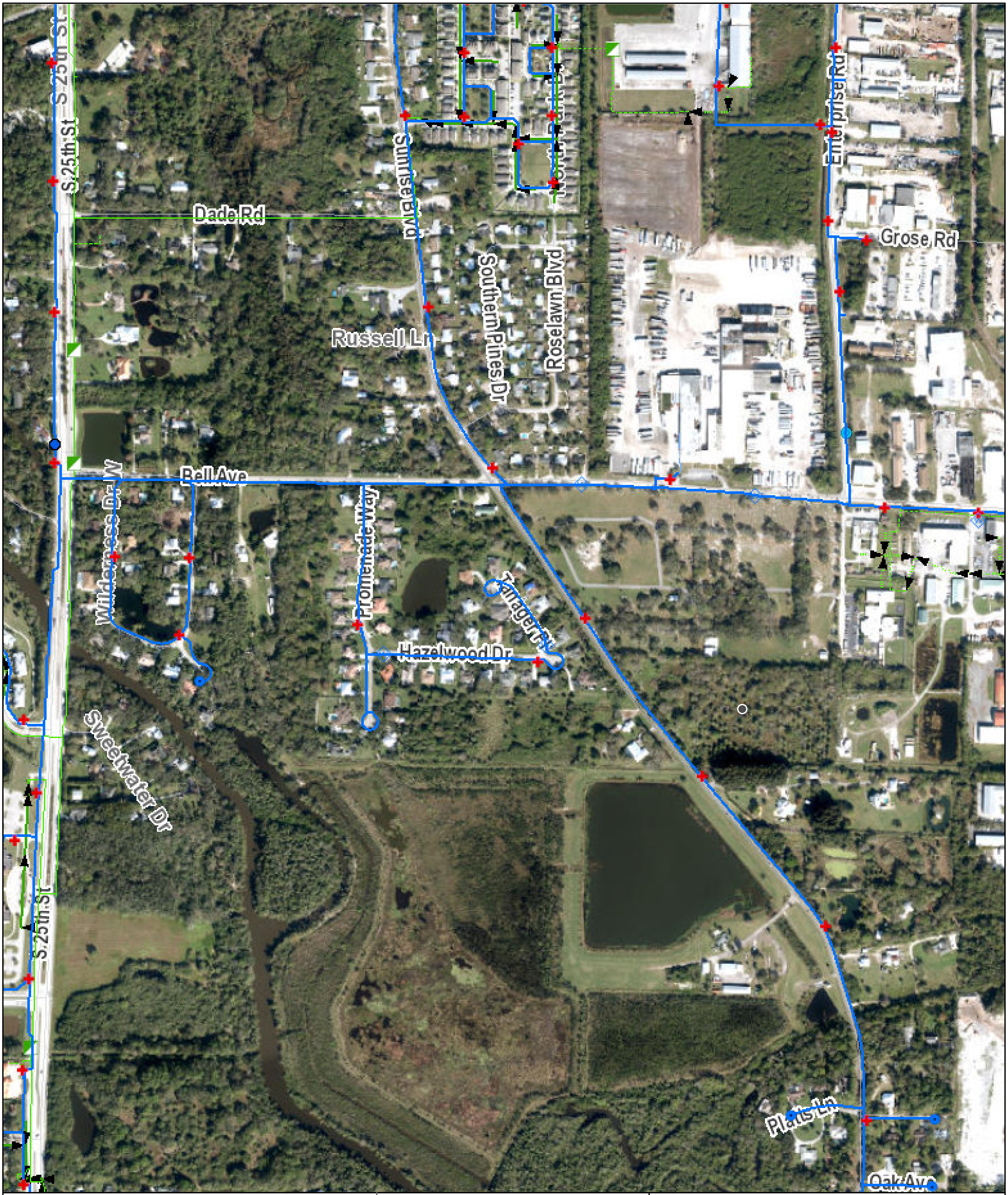
N

1 inch = 200 feet

FPUA Web Map

Created By:
Name

(772) 466-1600
FAX (772) 461-1938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S 25th St
Dade Rd
Sunrise Blvd
Southern Pines Dr
Roselawn Blvd
Russell Ln
Enterprise Rd
Grose Rd
Bell Ave
Wilderness Dr W
Promenade Way
Tanager Pl
Hazelwood Dr
Sweetwater Dr
S 25th St
Platts Ln
Oak Ave

Legend

- Electric Primary Wire
- Transmission Wire
- Gas Main
- Fiber Optic Cable
- Potable Water Main
- Raw Water Main
- Wastewater Force Main
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- ● Pole
- Fuse

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Valves

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811 Know what's below. Call before you dig.

Date: 3/25/2024

FPUA COMMUNITY PROUD

FPUA Web Map

N

1 inch = 700 feet

Created By:
Name

(772) 466-1600
FAX (772) 461-1938

KMA
ENGINEERING & SURVEYING

Sunrise Lakes

STORMWATER MAINTENANCE PLAN
AND SEDIMENTATION AND EROSION CONTROL PLAN

I. Project Description

The project consists of fifty (50) single family lots and an amenity center,. The project is served by a stormwater management system that provides stormwater attenuation and water quality pretreatment in accordance with City of Fort Pierce requirements.

The system contains the following features:

Storm Sewer
Stormwater Inlets
Dry Detention Ponds

II. Sedimentation and Erosion Control Measures

A silt fence shall be constructed around the perimeter of the construction areas before construction commences, as shown on the plans. Refer to the Florida Sediment and Erosion Control Manual, latest edition for requirements. Sedimentation and erosion control measures shall be monitored continuously and maintained as necessary.

During periods of dry weather and windy conditions, wind erosion can be a problem in areas that have not been stabilized. When these conditions occur, the soil shall be wetted down as necessary.

III. Pre-construction Meeting and Construction Monitoring Requirements

A pre-construction meeting will be held between the contractor, County inspector and KMA Engineering & Surveying representatives prior to release of the plans. Construction monitoring requirements will be reviewed at the meeting and are specified on the Paving and Drainage Plan (Construction Field Observations)

IV. Release into Service

Prior to release into service, the stormwater system shall be certified by the engineer-of-record, including the submittal of as-built drawings. The following items, at a minimum, will be required:

1. Remove any debris and vegetation in the storm sewer system.
2. After clean-up and stabilization of grassed area, all sedimentation and erosion control temporary measures, such as filter cloth at inlet grates, silt fences, turbidity barriers, hay bales, etc., shall be removed.
3. Removal of all nuisance exotic vegetation.
4. Permanent stabilization of all lake banks, swales, etc.

V. Operation & Maintenance

Sunrise Lakes Homeowners Assocaition shall be responsible for the implementation of the Stormwater Maintenance Plan including all catch basins, pipes, and retention pond areas. Maintenance shall occur on a regular basis, monthly or quarterly, and after any severe rainfall events, and shall consist of the following:

1. All silt, debris, and vegetation shall be removed from all catch basins and pipes.

2. Any deterioration to the structures shall be repaired promptly.
3. No chemicals, oils, greases, or similar wastes shall come in to contact with the stormwater management system. This could result in clogging of the soil in the retention pond areas.
4. No grass clippings shall be disposed of in the system. This will cause clogging of the system and will create ideal conditions for breeding mosquitoes.
5. Inspect the discharge pipes at least once per year to ensure the system is functioning properly.
6. Silt in culverts and inlets shall be removed at least every six months and no less than once a year in order to prevent clogging of the storm pipe and inlets.
7. All nuisance exotic vegetation shall be removed on a monthly basis. All re-growth shall be removed effectively.
8. No fertilizer is to be applied to the grass within the retention area.
9. Lake banks shall be inspected for erosion or shoals at least every six months and no less than one year. Should erosion or shoals appear, they shall be corrected immediately to prevent further issues with the system.
10. Operation and maintenance of all operable control structures.

Blaine Bergstresser,
P.E.

FL Lic. No.84598

KMA Engineering & Surveying, LLC
3001 Industrial Avenue 2
Ft. Pierce, FL 32946
Phone: (772) 569-5505 Fax: (772) 569-1455

August 29, 2025

City of Fort Pierce
Planning Department
100 N. US Highway 1
Fort Pierce, FL 34950

Re: Sunrise Residential Project Description

We are proposing fifty (50) single-family residences on 11.54 acres at 3804 Sunrise Boulevard in Fort Pierce, FL. Currently the property is zoned R-1 with a future land use of RL. The site was recently annexed into the City of Ft. Pierce and had an existing Zoning of RS-3 and an existing Future Land Use of RM. The site is bordered by single family RS-3 zoning on the south and west. To the north is a cemetery and the east is a Florida Department of Transportation building, both with industrial zoning. We are proposing a rezoning of Planned Development (PD) with 4.33 units per acre. Below is a table comparing the requested changes from the R-1 zoning

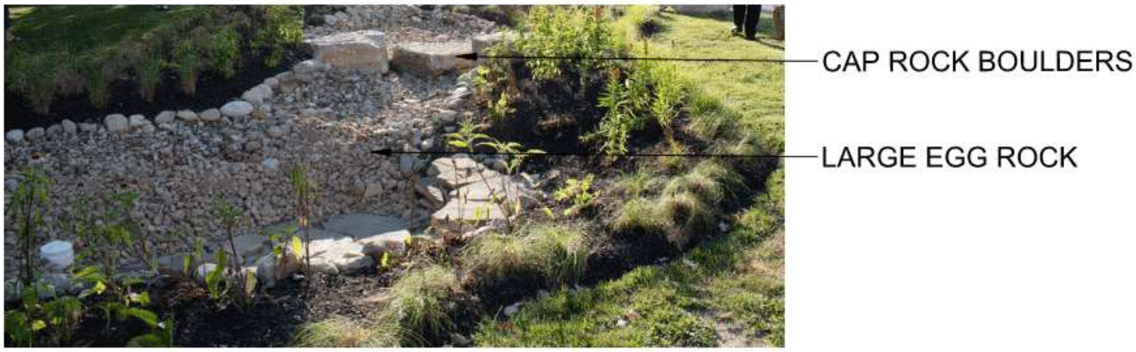
Zoning Requirement	**R-1**	**PD**
Min. Lot Size	12,000 SF	4,920 SF
Min. Lot Width	75’	60’
Min. Lot Depth	110’	82’
Min. Front Yard Depth	25’	15’,20’ for garage
Min. Side Yard Depth	15’	5’
Min. Rear Yard Depth	20’	15’
Max Lot Coverage	25%	40%
Max Building Height	28’(35’)	28’
Density(Future Land Use)	6.5 units per acre	4.41 units per acre

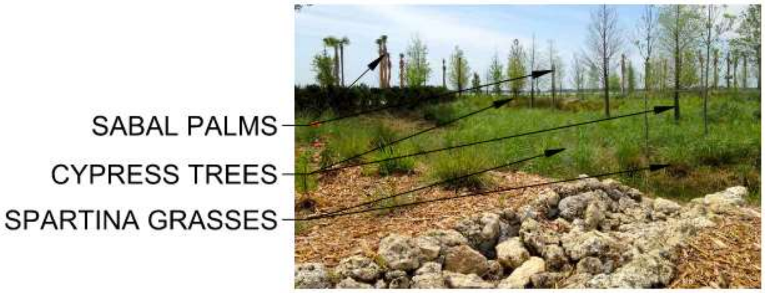
We are requesting a reduction of the minimum right-of-way width for the interior roadway from 60’ to 50’. This is common in other municipalities and a proposed section can be found in the civil plans

Sec 125-212 Planned Development Zone states *“The intent is to establish a resilient living and working environment through the application of enlightened and imaginative approaches to community planning, stormwater infrastructure and* *property design. A PD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economic development, and the protection of adjacent existing and future development."*

Variety of Natural Features and Scenic Areas

The project proposes three (3) dry ponds. The middle pond will be planted as a bioswale to provide natural feel compared to a typical dry pond with bahia sod. A walking path will be constructed around the pond.





The two other ponds will be planted with existing sabal palms relocated along the banks.

The project will preserve twenty-six(26) existing oaks, twenty-six(26) existing sabal palms, and five(5) existing pines along the frontage and north property line to create an enhanced natural buffer from Sunrise Boulevard and the neighbor to the north. Two hundred twenty-eight (228) existing sabal palms will be relocated from onsite to proposed landscape areas.

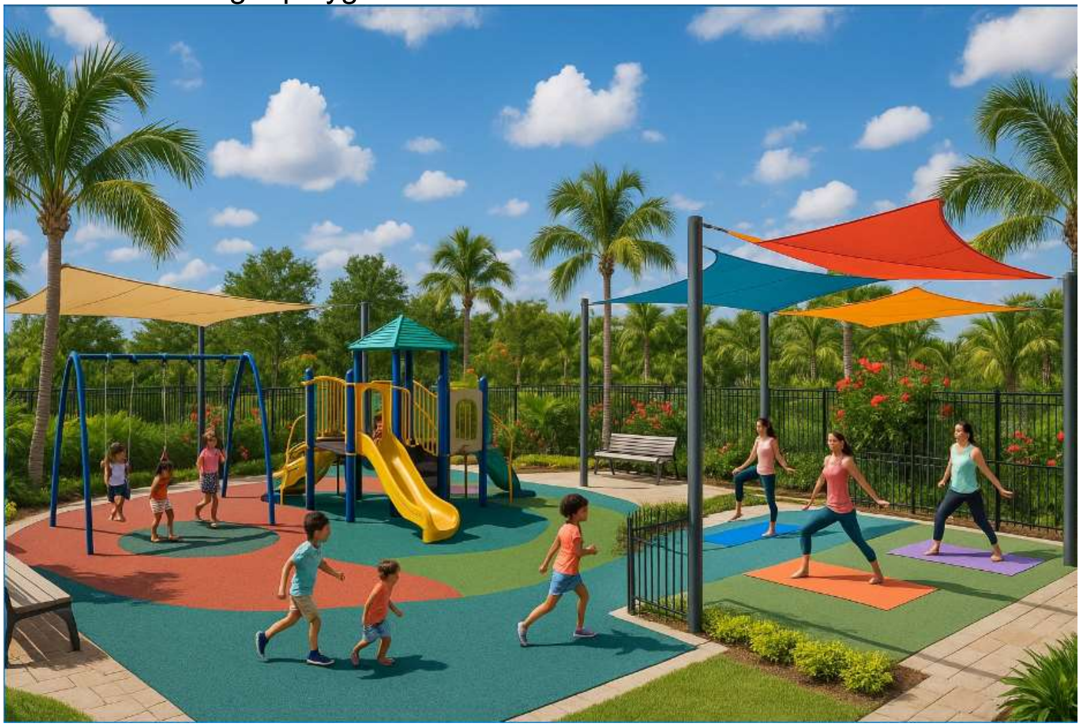
Efficient and Economical Land Use

The existing parcel has an irregular shape along the west property line. The driveway is located to the north and is the farthest allowed by code from the residential driveway on the parcel to the south. There are no residential driveways on the west side of Sunrise Boulevard. All lots are pushed north to create a 36' buffer from the parcel to the south

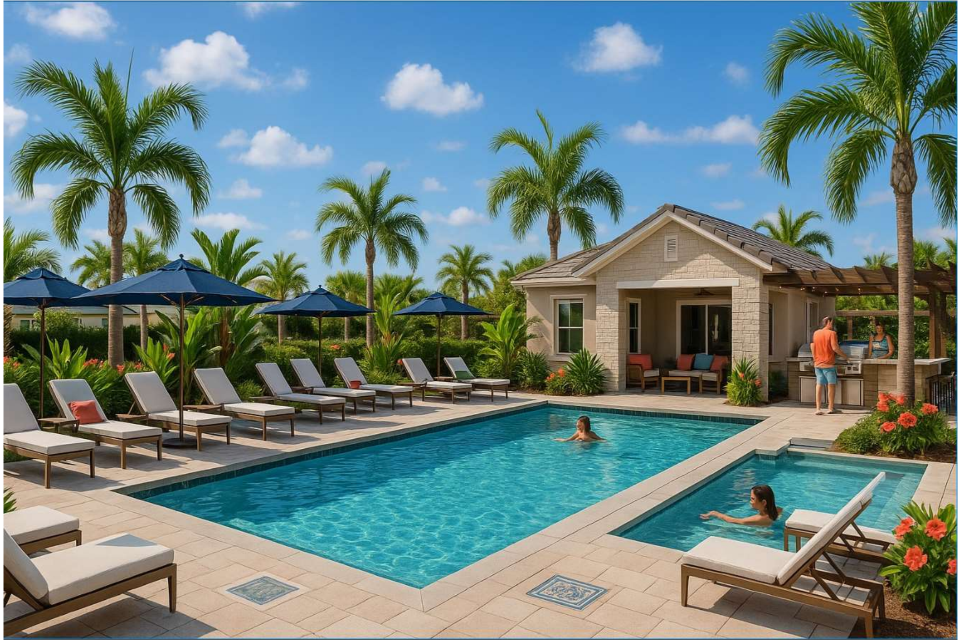
Improved Amenities

R-1 zoning does not require amenities to be provided. The project will include three main amenity areas.

A tot lot including a playground and shade areas



A pool with a clubhouse



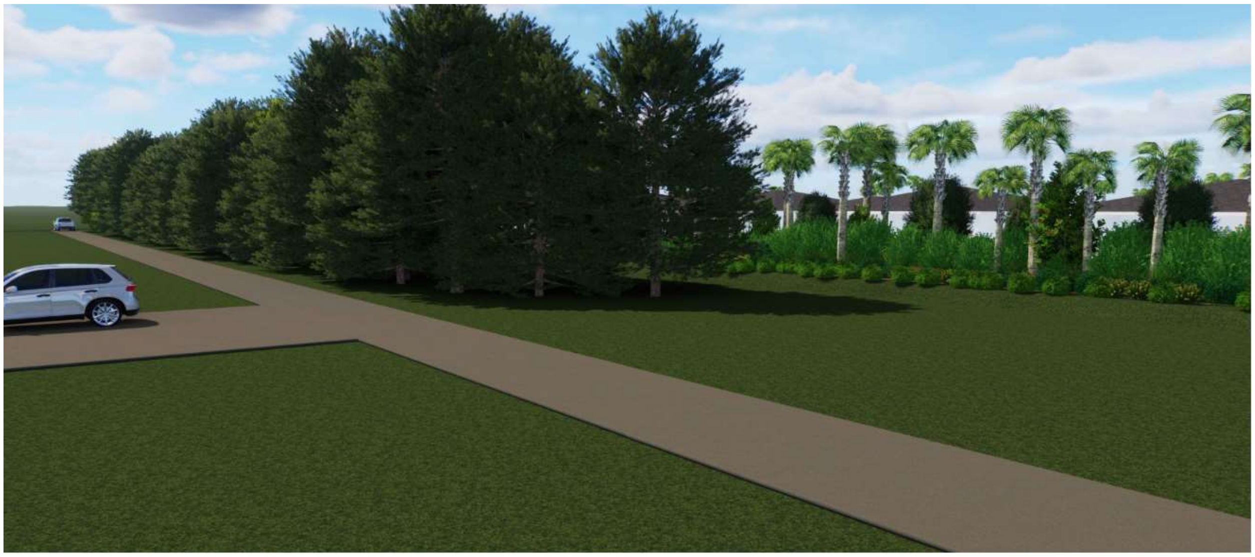
A gazebo area with BBQs will also be added at the front of the project. A walkway will be added around the main pond to act as a natural trail.

Protection of Adjacent and Existing Development

To the west of the project is Sunrise Boulevard. A Traffic Impact Assessment was approved by St.Lucie County stating the project would not deter the level of service of the roadway.

The north is an existing cemetery. To the east is an FDOT service yard which is an industrial use

To the east is a single family residence that has a St. Lucie Conty RS-3 Zoning. The site has been designed to have 36' from the south property line to the nearest lot. Each lot requires a 15' rear setback. The closest house will be 51' from the south property line. Clusters of existing mature cabbage palms will be place in the 10' landscape buffer north of the 20' drainage easement. The landscape buffer will be enhanced on the south as this is the only residential property in proximity to the project.



The site will consist of one ungated entrance in the northwest corner of the site off of Sunrise Boulevard. The 50 residences will be connected by one looped road with an interior sidewalk.

Drainage will be conveyed through interconnected inlets and pipes to three (3) separate dry ponds. The dry ponds will be planted with a variety of wax myrtles and sand cordgrass instead of typically bahia sod. This will add to the aesthetics of the project as well as nutrient removal from the stormwater.

A 10’ landscape buffer will be provided along the perimeter of the site. The south property line contains a 20’ drainage easement. Vegetation in that area will remain untouched but a landscape buffer will occur on the north portion of the easement.

The project will contain a looped water main and a private lift station for the utilities. Dry utilities will be provided in the 10' utility easement shown on the front of the lots

A bus stop will be provided onsite and a Routed Bus Plan has been included in the civil drawings.

No phasing is proposed for this project as all infrastructure will be built in one phase. It is possible building permits will be pulled in phases but not until after all infrastructure is complete.

There are no previously approved site plans for this site

Should you have any questions or require additional information, please feel free to contact this office at your earliest convenience.

Sincerely,

Blaine Bergstresser, P.E.
Florida License No. 84598

Legal Description

The south 546 feet of the northwest ¼ of the northeast ¼, lying east of White City Road (Sunrise Boulevard) in Section 33, Township 35 South, Range 40 East, said land lying and being in St. Lucie County, Florida.

Property Identification

Site Address: 3804 SUNRISE BLVD
Sec/Town/Range: 33/35S/40E
Parcel ID: 2433-123-0001-000-1
Jurisdiction: Saint Lucie County

Use Type: 0000
Account #: 33028
Map ID: 24/33N
Zoning: RS-3 - Cou

Ownership

DT VENTURES 1 LLC

PO Box 92280
Rochester, NY 14692

Legal Description

33 35 40 S 546 FT OF NW 1/4 OF NE 1/4 LYG E OF SUNRISE BV (11.34 AC)

Current Values

Just/Market Value:	$352,200
Assessed Value:	$319,550
Exemptions:	$319,550
Taxable Value:	$0

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office

Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	11.34
Land Size (SF):	493,970.4

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	160	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Dec 21, 2023	5087 / 2982	0117	WD	CONGREGATION OF THE SACRED HEART OF JESUS INC	$915,000
Sep 11, 2021	4702 / 2343	0111	QC	Le AmyLou N	$100
Apr 26, 2021	4608 / 0109	0001	WD	Robert G Skinner Living Trust	$340,000
Apr 26, 2021	4608 / 0109	0001	WD	Skinner (LF EST) Robert G	$340,000
May 19, 2020	4428 / 1540	0114	WD	Skinner Robert G	$100
May 14, 2003	1712 / 2861	XX01	TRUST	Ida L Childs Revocable Trust	$140,000
Jul 21, 1998	1160 / 1657	XX02	WD	Ida L Childs	$100
Dec 10, 1997	1114 / 2909	XX02	WD	Ida F Childs	$100
Aug 15, 1996	1031 / 0540	XX02	WD		$100
Aug 15, 1996	1031 / 0540	XX02	WD	CHILDS, REGINALD L REV TR	$100

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%

Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$352,200
Just/Market:	$352,200
Ag Credit:	$0
Save Our Homes or 10% Cap:	$32,650
Assessed:	$319,550
Exemption(s):	$319,550
Taxable:	$0

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
2023	2022	3600	Church	$319,550

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	11.34	North St. Lucie Water Management District	$272.16

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2023	$352,200	$319,550	$319,550	$0
2022	$290,500	$290,500	$290,500	$0
2021	$218,800	$218,800	$0	$218,800
2020	$212,400	$204,574	$0	$204,574

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Saint Lucie County

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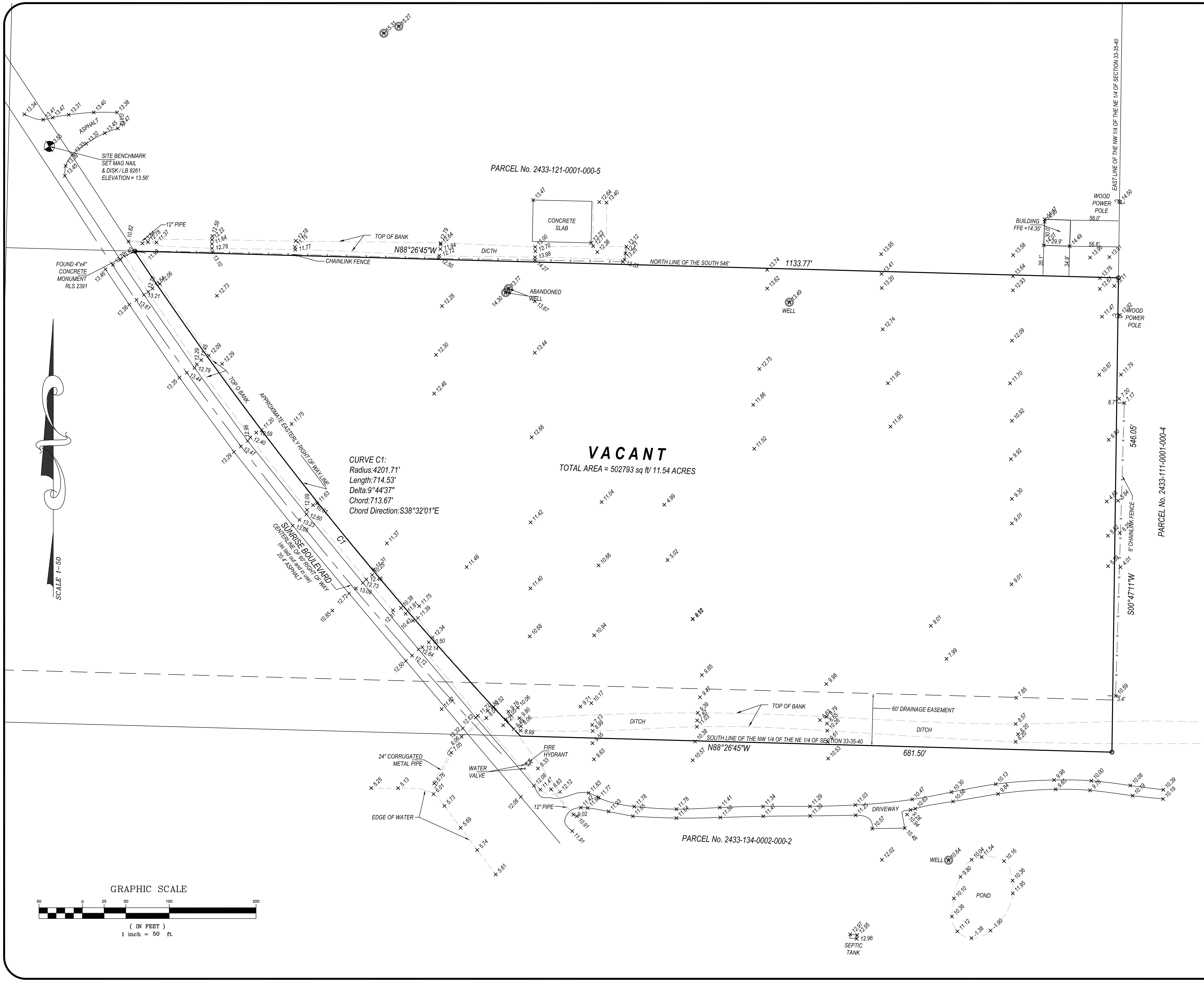
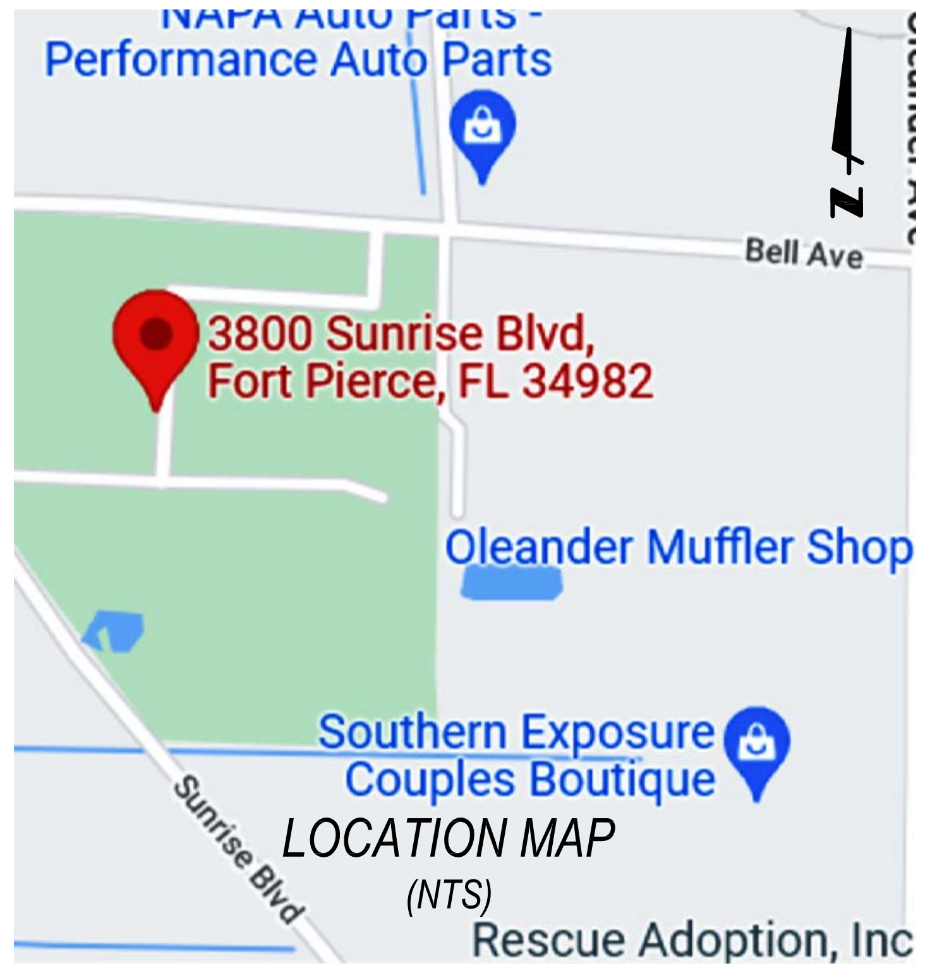
All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
© Copyright 2024 Saint Lucie County Property Appraiser. All rights reserved.


PARCEL No. 2433-121-0001-000-5
CONCRETE SLAB
ASPHALT
SITE BENCHMARK SET MAG NAIL & DISK / LB 8261 ELEVATION = 13.56'
12" PIPE
TOP OF BANK
N88°26'45"W
DICTH
CHAINLINK FENCE
NORTH LINE OF THE SOUTH 546'
1133.77'
FOUND 4"x4" CONCRETE MONUMENT RLS 2391
ABANDONED WELL
WELL
BUILDING FFE =14.35'
WOOD POWER POLE
EAST LINE OF THE NW 1/4 OF THE NE 1/4 OF SECTION 33-35-40
TOP O BANK
APPROXIMATE EASTERLY RIGHT OF WAY LINE
CURVE C1:
Radius:4201.71'
Length:714.53'
Delta:9°44'37"
Chord:713.67'
Chord Direction:S38°32'01"E
C1
SUNRISE BOULEVARD
CENTERLINE OF 60' RIGHT OF WAY (as laid out and in use)
20.4' ASPHALT
VACANT
TOTAL AREA = 502793 sq ft/ 11.54 ACRES
546.05'
S00°47'11"W
6' CHAINLINK FENCE
PARCEL No. 2433-111-0001-000-4
SCALE 1-50
TOP OF BANK
60' DRAINAGE EASEMENT
DITCH
SOUTH LINE OF THE NW 1/4 OF THE NE 1/4 OF SECTION 33-35-40
N88°26'45"W
681.50'
24" CORRUGATED METAL PIPE
WATER VALVE
FIRE HYDRANT
EDGE OF WATER
12" PIPE
DRIVEWAY
PARCEL No. 2433-134-0002-000-2
WELL
POND
SEPTIC TANK
GRAPHIC SCALE
50 0 25 50 100 200
(IN FEET)
1 inch = 50 ft.


NAPA Auto Parts - Performance Auto Parts
Bell Ave
3800 Sunrise Blvd, Fort Pierce, FL 34982
Oleander Muffler Shop
Southern Exposure Couples Boutique
Sunrise Blvd
Rescue Adoption, Inc

LOCATION MAP
(NTS)

PROPERTY ADDRESS:
3804 SUNRISE BLVD
FORT PIERCE, FLORIDA 34982

FLOOD ZONE:"X"
PANEL NO: 12111C 0189K
DATE: FEBRUARY 19, 2020

CERTIFIED TO:
DT VENTURES 1 LLC, A FLORIDA LLC.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
RAHMAN LE PLLC
ATTORNEYS' TITLE FUND SERVICES LLC

LEGAL DESCRIPTION:

THE SOUTH 546 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, LYING EAST OF WHITE CITY ROAD (SUNRISE BOULEVARD) IN SECTION 33, TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAID LAND LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

SURVEYORS' NOTES:
1. I HEREBY CERTIFY THIS SURVEY MEETS STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17.050-.052, OF THE FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
2. THE SURVEY MAP AND REPORT AND THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR VERIFIED ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER..
3. UNDERGROUND OR OBSCURED IMPROVEMENTS WERE NOT LOCATED.
4. DIMENSIONS ARE RECORD AND FIELD UNLESS OTHERWISE NOTED.
5. STATED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
6. THIS FIRM'S CERTIFICATE OF AUTHORIZATION NUMBER IS LB 8261.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. SURVEY SUBJECT TO RESERVATIONS, RESTRICTIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD. (UNLESS A TITLE REVIEW, COMMITMENT REVIEW, OR OWNERSHIP AND ENCUMBRANCE REVIEW IS PRESENT ON THE FACE OF THIS DOCUMENT, THIS SURVEY HAS BEEN COMPLETED IN THE ABSENCE OF A TITLE INSURANCE POLICY).
9. LOCATION MAP IS GLEANED FROM ONLINE MAPPING SITES AND AND IS ONLY APPROXIMATE.
10. ELEVATIONS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. (NAVD'88)
11. NO FIELD VISIT WAS COMPLETED AT THE TIME OF THIS RECERTIFICATION

DATE	DRAFT	FIELD	PURPOSE	JOB#
12-19-23	AK		RECERTIFY	22-0387
06-25-22	CD	DB	BOUNDARY SURVEY	

SIGNED:
DOUG WALKER
PROFESSIONAL LAND SURVEYOR AND MAPPER
FLORIDA CERTIFICATE No. 7211

DOUG WALKER License Number 7211

BOUNDARY AND TOPOGRAPHIC SURVEY

PRINCIPAL MERIDIAN SURVEYING, Inc.
LICENSED BUSINESS No. 8261
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL 33415
OFFICE 561-478-7764

FPUA
COMMUNITY PROUD

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

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Blaine Bergstresser
3001 Industrial Avenue 2
Fort Pierce, FL 34946

Re: Final Planned Development – Sunrise Lakes PD – Project #: PD2024-00002

Dear Mr. Bergstresser,

The following are comments from the Planning Department's review of your application (Please Provide a Written Response and any revisions (if applicable) for all responsible Departments) [Items in RED are the remaining outstanding items]:

1. **Please submit the Final Plat Application with supporting documents separately in the in the Tyler Portal.**
2. **The documents that were submitted on 12/10/2024 were mislabeled. There were documents labels as Color Board and Design Review Narrative that did not match the descriptions. The Color Board was the Construction Plans/Site Plan, the Design Review Narrative was the TRC Response Letter, etc. Please submit a Design Review Narrative and new renderings per the previous TRC Comments.**
3. **Provide an electronic color board with proposed color palettes.**
4. **Consider lighter and more vibrant colors than black and greys.**
5. **Consider the inclusion of a noise barrier/wall, other sound absorbing or reducing residential building techniques/materials to minimize any potential disruptions experience by future residents of the community.**
6. **Please be sure to contact Kori Benton, Planning Manager, St. Lucie County at 772-462-2518 or bentonk@stlucieco.org and Grant Chambers, Senior Project Engineer, St. Lucie County at 772-462-1707 or chambersg@stlucieco.org, to check on the**

status of your County Road Traffic review by St. Lucie County's third party traffic consultant.

7. **Consider the addition of a development amenity between lots 35 and 50. Example: pocket park, etc.**

8. 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.

9. Prior to submittal of Final PD site plan, a state wetland jurisdictional determination shall be conducted to determine the exact boundaries of the wetlands located on site. Further wetland evaluation and assessment shall be conducted to further determine mitigation options available for this site.

10. 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.

11. 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.

12. After completion of the Final Plat, a General Address Request Form for the newly created Parcel ID(s) and for any and each proposed building and residential unit shall be submitted to the Planning Department.

13. Prior to Certificate of Occupancy, a Landscape Maintenance Agreement is required:

The Landscape Maintenance Agreement shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

a. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.

b. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.

In case of violation:
Maintenance shall include the replacement of all unhealthy/dead material within 30 days after a notification of violation in conformance with the approved site plan or landscape plan. Violations of this article, or failure to maintain all required landscaping as reflected in the approved landscaping plan, shall be grounds for referral to the special magistrate for appropriate action.

14. Prior to the issuance of any site clearing permits, a Final Tree Mitigation Survey shall be approved by the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.

15. Per City Code Section 125-314. – Design Review. (a) *Applicability.* All development requiring site plan approval, or development abutting arterial roads, which submits application for development subsequent to the enactment of the ordinance from which this section is derived, shall be subject to the city's design review process. In addition, all city-sponsored development projects not subject to site plan review shall require administrative review and approval according to the guidelines of this

section. Such development proposals shall be reviewed for consistency with the city's design review guidelines outlined in this chapter.

The city's design review guidelines suggest approaches to design situations that will contribute to the existing and developing character of the city. The intent of the city's design review process is not to stifle innovative architecture but rather to ensure respect for and reduce incompatible and adverse impacts on the visual experience throughout the city. Please incorporate better quality housing designs that abide by City Code Section 125-314. – Design Review. (g) Design Review Guidelines, provide color renderings, and a variety of possible color palettes.

See examples below:

If deemed necessary, please provide a written response to each comment to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3741 or by e-mail: vgilmore@cityoffortpierce.com.

Sincerely,
Vennis Gilmore
Assistant Planning Director

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Blaine Bergstresser
3001 Industrial Avenue 2
Fort Pierce, FL 34946

Re: Final Planned Development – Sunrise Lakes PD – Project #: PD2024-00002

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2. **The documents that were submitted on 12/10/2024 were mislabeled. There were documents labels as Color Board and Design Review Narrative that did not match the descriptions. The Color Board was the Construction Plans/Site Plan, the Design Review Narrative was the TRC Response Letter, etc. Please submit a Design Review Narrative and new renderings per the previous TRC Comments.**

3. **Consider the inclusion of a noise barrier/wall, other sound absorbing or reducing residential building techniques/materials to minimize any potential disruptions experience by future residents of the community.**

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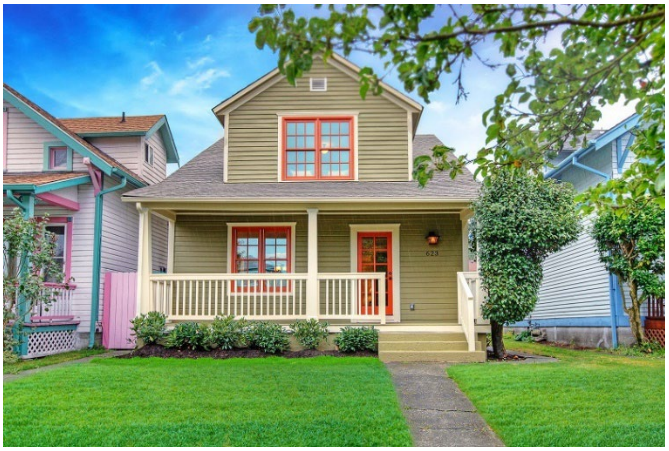
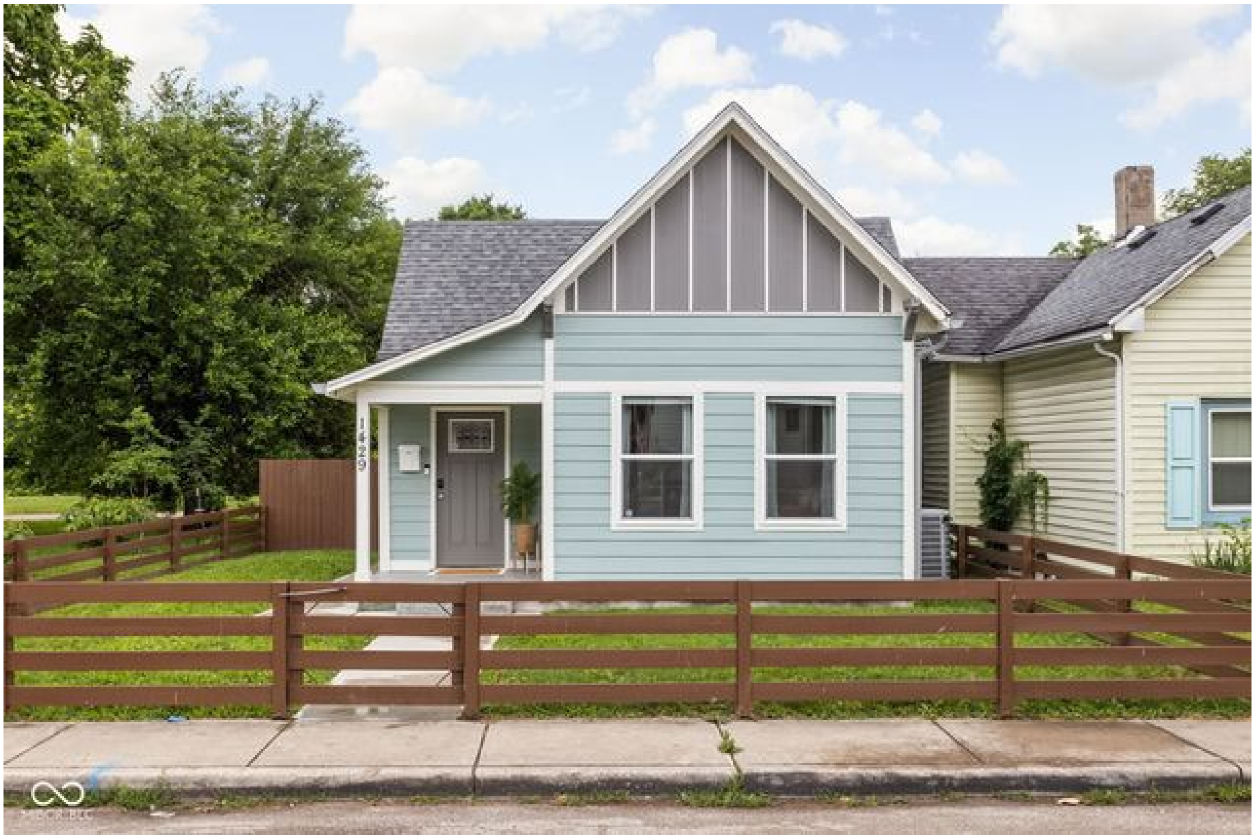
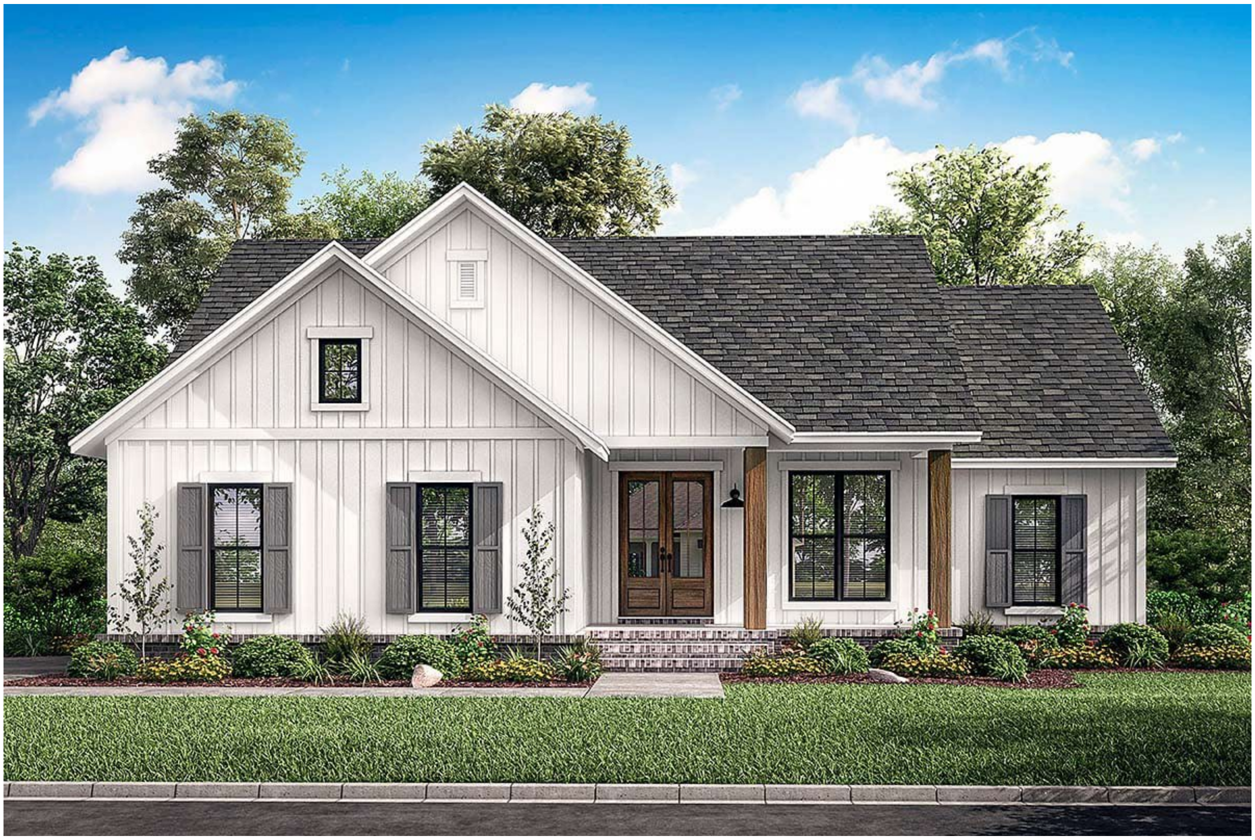
See examples below:







If deemed necessary, please provide a written response to each comment to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3741 or by e-mail: vgilmore@cityoffortpierce.com.

Sincerely,
Vennis Gilmore
Assistant Planning Director

From: Hymowitz, Larry
To: Vennis Gilmore; Planning Department
Cc: Walia, Kent; Kehres, Kristopher; Spivey, John; Lampley, Paul
Subject: RE: 2nd RESUBMITTAL - PD2024-00002 - Final Planned Development - Sunrise Lakes - (1) Parcel: 2433-123-0001-000-1
Date: Friday, December 20, 2024 4:26:15 PM
Attachments: image001.png
image002.png
image003.png
Sunrise Lakes Site Plan_v1 (1)(vgilmore@cityoffortpierce.com).pdf

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SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Greetings Vennis.

The Department reviewed the materials received on December 20, 2024, related to the Sunrise Lakes residential development at 3804 Sunrise Boulevard and would appreciate consideration of the following comment.

- The Department owns the FDOT Treasure Coast Operations Center, a portion of which abuts the eastern property line of the proposed development. Within this property, the Operations Center periodically operates a back-up generator and operates trucks to manage excess materials stored on the site. These operations generate noise that may not be compatible with adjacent residential uses.

  We would appreciate if the City could condition the residential development upon the inclusion of a noise barrier/wall, increased landscape buffer, and other sound absorbing or reducing residential building techniques/materials to minimize any potential disruptions experienced by future residents of the community.

Thank you for the opportunity to provide comments to the City. Please feel free to contact me regarding this issue.

Larry Hymowitz
Planning Specialist, Policy and Mobility Planning Section
Planning & Environmental Management - FDOT District Four
p: (954) 777-4663 f: (954) 677-7892
a: 3400 W. Commercial Boulevard, Ft. Lauderdale, FL 33309
e: larry.hymowitz@dot.state.fl.us w: www.dot.state.fl.us

Together our actions have the power to save lives!

From: Vennis Gilmore <vgilmore@cityoffortpierce.com>
Sent: Wednesday, December 11, 2024 5:02 PM
Subject: RE: 2nd RESUBMITTAL - PD2024-00002 - Final Planned Development - Sunrise Lakes - (1) Parcel: 2433-123-0001-000-1
Importance: High

EXTERNAL SENDER: Use caution with links and attachments.

Correction: This is a **Final Planned Development**

Vennis Gilmore | Assistant Planning Director | City of Fort Pierce
Planning Department
Phone: 772.467.3741 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

From: Vennis Gilmore
Sent: Wednesday, December 11, 2024 4:28 PM
Subject: 2nd RESUBMITTAL - PD2024-00002 - Final Planned Development - Sunrise Lakes - (1) Parcel: 2433-123-0001-000-1
Importance: High

To Whom It May Concern,

Technical Review Project: # PD2024-00002 (Final Planned Development) Sunrise Lakes

Download Link: https://spaces.hightail.com/receive/OIpOfknKID

(Link expires in 7 days)

The applicant is proposing forty-four (44) single-family residences on 11.54 acres at 3804

Sunrise Boulevard in Fort Pierce, FL. Currently, the property is zoned R-1 with a future land use of RL. The site was recently annexed into the City of Ft. Pierce. The site is bordered by single family RS-3 SLC zoning on the south and west. To the north is a cemetery and the east is a Florida Department of Transportation building, both with industrial zoning. The applicant is proposing a rezoning of Planned Development (Final PD) with 3.81 units per acre.

- The original submittal was reviewed for the October 17th, 2024, TRC meeting.

Send all comments and approval letters by **December 23, 2024 (Monday)** to the Fort Pierce Tyler EPL system (if you have access) or to planning@cityoffortpierce.com and vgilmore@cityoffortpierce.com . Let me know if you have any questions or concerns. Thank you.

Vennis Gilmore | Assistant Planning Director | City of Fort Pierce
Planning Department
Phone: 772.467.3741 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

THE SUNRISE CITY
FORT PIERCE *Florida*
ENGINEERING
DEPARTMENT

To : Vennis Gilmore, Assistant Planning Director

From : Tracy Telle, Engineering Manager

Re : Sunrise Lakes Final PD – 3804 Sunrise Boulevard
TRC No. PD2024-00002

Date : December 18, 2024

This is to advise you that we have completed the review of the following documents as received by this office on December 12, 2024:

☒ Final PD Application
☐ Test Reports & Related Documents
☐ Record Drawings
☐ Clearances from all applicable Local, State and Federal Agencies

☐ Construction Drawings
☐ Executed Construction Contract
☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☐ Recommend ☒ Do Not Recommend

☒ Final PD Approval ☐ Building Permit ☐ C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☒ See attached for comments

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\S\Sunrise Lakes\Final Plan Development\Submittal No. 2 - 121124\PD Comments - 121824.docx

SURVEY COMMENTS:

1. Previous comment "*The PDF file of the survey does not accurately scale to the noted 1" = 50', please provide an electronic file of the certified boundary and topographic survey which was converted at the appropriate noted plan scale.*" was not addressed as no survey was provided in the resubmittal.

PLANNED DEVELOPMENT COMMENTS:

1. *Address the following previously provided comments:*
    a. *The submitted Gopher Tortoise Survey and the Capacity Analysis information had areas that were unreadable as some on the font did not transfer when converted to the PDF files. Please update the documents and resubmit.*
    b. *Remove all landscaping from within the limits of any proposed stormwater treatment areas such as conveyance swales.*
    c. *The site plan shall include the boundary information along the Sunrise Boulevard property line, dry retention area setbacks, driveway setbacks, and street names.*
    d. *The site plan contains two (2) different Typical Lot Details that are illegible; please revise these details so they are readable and resubmit.*
2. The landscape plan indicates a proposed bioswale situated in the middle of the project. However, the engineering plans reflect a dry retention area; please revise the plan so they do not contradict with one another.
3. ADVISORY COMMENTS:
    a. The site contains active gopher tortoise burrows which means prior to issuance of any clearing permits or site development permits, the applicant shall submit a 100% gopher tortoise survey complete with a gopher tortoise relocation plan and the relocation permit issued by the Florida Fish and Wildlife Conservation Commission for the relocation of on-site gopher tortoises to a protected off-site location.
    b. The drainage plan was reviewed conceptually and will be reviewed in depth at time of building permit submittal.
    c. Sunrise Boulevard is a St. Lucie County roadway; the applicant shall contact St. Lucie County directly for possible R/W donation and required improvements with the Sunrise Boulevard right-of-way.

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\S\Sunrise Lakes\Final Plan Development\Submittal No. 2 - 121124\PD Comments - 121824.docx

Kimley»Horn

To: Kori Benton, AICP
Planning Manager
St. Lucie County Planning & Development Services

From: Alex Memering, P.E.
Kimley-Horn and Associates, Inc. ARM

Date: March 11, 2025

Re: **Integrity First**
Final Review Traffic Impact Study

Kimley-Horn has reviewed the traffic impact study (dated January 23, 2025) prepared by Traffic & Mobility Consultants. related to the above-mentioned project. The project consists of a 50 single-family detached dwelling unit (ITE LUC 210) and is located on Sunrise Boulevard, south of Bell Avenue.

It is anticipated that the proposed trip generation potential for the site is as follows: 40 (10 entering /30 exiting) AM peak hour trips and 52 (33 entering /19 exiting) PM peak hour trips.

The analysis shows study area roadway segments and intersections will operate acceptably upon buildout except for the roadway segment of Oleander Road from Bell Avenue to Farmers Market Road which operates with and failing LOS during existing traffic conditions. Ingress turn lanes are not warranted at the proposed driveway connection. Buildout deficiencies are not anticipated due to project traffic.

Thank you for the opportunity to assist the St. Lucie County in reviewing this project. Please contact us if you have any questions or need additional information.

From: Hymowitz, Larry
To: Vennis Gilmore; Planning Department
Cc: Walia, Kent; Kehres, Kristopher; Spivey, John; Lampley, Paul
Subject: RE: 2nd RESUBMITTAL - PD2024-00002 - Final Planned Development - Sunrise Lakes - (1) Parcel: 2433-123-0001-000-1
Date: Friday, December 20, 2024 4:26:15 PM
Attachments: image001.png
image002.png
image003.png
Sunrise Lakes Site Plan_v1 (1)(vgilmore@cityoffortpierce.com).pdf

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SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Greetings Vennis.

The Department reviewed the materials received on December 20, 2024, related to the Sunrise Lakes residential development at 3804 Sunrise Boulevard and would appreciate consideration of the following comment.

- The Department owns the FDOT Treasure Coast Operations Center, a portion of which abuts the eastern property line of the proposed development. Within this property, the Operations Center periodically operates a back-up generator and operates trucks to manage excess materials stored on the site. These operations generate noise that may not be compatible with adjacent residential uses.

  We would appreciate if the City could condition the residential development upon the inclusion of a noise barrier/wall, increased landscape buffer, and other sound absorbing or reducing residential building techniques/materials to minimize any potential disruptions experienced by future residents of the community.

Thank you for the opportunity to provide comments to the City. Please feel free to contact me regarding this issue.

FDOT

Larry Hymowitz
Planning Specialist, Policy and Mobility Planning Section
Planning & Environmental Management - FDOT District Four
p: (954) 777-4663 f: (954) 677-7892
a: 3400 W. Commercial Boulevard, Ft. Lauderdale, FL 33309
e: larry.hymowitz@dot.state.fl.us w: www.dot.state.fl.us

Together our actions have the power to save lives!

From: Vennis Gilmore <vgilmore@cityoffortpierce.com>
Sent: Wednesday, December 11, 2024 5:02 PM
Subject: RE: 2nd RESUBMITTAL - PD2024-00002 - Final Planned Development - Sunrise Lakes - (1) Parcel: 2433-123-0001-000-1
Importance: High

EXTERNAL SENDER: Use caution with links and attachments.

Correction: This is a **Final Planned Development**

Vennis Gilmore | Assistant Planning Director | City of Fort Pierce
Planning Department
Phone: 772.467.3741 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

From: Vennis Gilmore
Sent: Wednesday, December 11, 2024 4:28 PM
Subject: 2nd RESUBMITTAL - PD2024-00002 - Final Planned Development - Sunrise Lakes - (1) Parcel: 2433-123-0001-000-1
Importance: High

To Whom It May Concern,

Technical Review Project: # PD2024-00002 (Final Planned Development) Sunrise Lakes

Download Link: https://spaces.hightail.com/receive/OIpOfknKID

(Link expires in 7 days)

The applicant is proposing forty-four (44) single-family residences on 11.54 acres at 3804

Sunrise Boulevard in Fort Pierce, FL. Currently, the property is zoned R-1 with a future land use of RL. The site was recently annexed into the City of Ft. Pierce. The site is bordered by single family RS-3 SLC zoning on the south and west. To the north is a cemetery and the east is a Florida Department of Transportation building, both with industrial zoning. The applicant is proposing a rezoning of Planned Development (Final PD) with 3.81 units per acre.

- The original submittal was reviewed for the October 17th, 2024, TRC meeting.

Send all comments and approval letters by **December 23, 2024 (Monday)** to the Fort Pierce Tyler EPL system (if you have access) or to planning@cityoffortpierce.com and vgilmore@cityoffortpierce.com . Let me know if you have any questions or concerns. Thank you.

Vennis Gilmore | Assistant Planning Director | City of Fort Pierce
Planning Department
Phone: 772.467.3741 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Vennis Gilmore, Senior Planner

From : Tracy Telle, Engineering Manager

Thru : Mark Zrallack, P.E., City Engineer

Re : Sunrise Lakes Final PD – 3804 Sunrise Boulevard
TRC No. PD2024-00002

Date : May 8, 2025

This is to advise you that we have completed the review of the following documents received by this office on May 8, 2025:

☒ Final PD Application

☐ Test Reports & Related Documents

☐ Record Drawings

☐ Clearances from all applicable Local, State and Federal Agencies

☐ Construction Drawings

☐ Executed Construction Contract

☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

☒ Recommend ☐ Do Not Recommend

☒ Final PD Approval ☐ Building Permit ☐ C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☒ See attached for advisory comments

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\S\Sunrise Lakes\Final Plan Development\Submittal No. 4 - 050825\PD Approval - 050825.docx

ADVISORY COMMENTS:

1. An updated gopher tortoise survey will be required before any site clearing activities.
2. The drainage plan was reviewed conceptually and will be reviewed in depth at the time of building permit submittal.
3. Sunrise Boulevard is a St. Lucie County roadway; the applicant shall contact St. Lucie County directly for possible R/W donation and required improvements with the Sunrise Boulevard right-of-way.

Kimley»Horn

To: Kori Benton, AICP
Planning Manager
St. Lucie County Planning & Development Services

From: Alex Memering, P.E.
Kimley-Horn and Associates, Inc. ARM

Date: March 11, 2025

Re: **Integrity First**
Final Review Traffic Impact Study

Kimley-Horn has reviewed the traffic impact study (dated January 23, 2025) prepared by Traffic & Mobility Consultants. related to the above-mentioned project. The project consists of a 50 single-family detached dwelling unit (ITE LUC 210) and is located on Sunrise Boulevard, south of Bell Avenue.

It is anticipated that the proposed trip generation potential for the site is as follows: 40 (10 entering /30 exiting) AM peak hour trips and 52 (33 entering /19 exiting) PM peak hour trips.

The analysis shows study area roadway segments and intersections will operate acceptably upon buildout except for the roadway segment of Oleander Road from Bell Avenue to Farmers Market Road which operates with and failing LOS during existing traffic conditions. Ingress turn lanes are not warranted at the proposed driveway connection. Buildout deficiencies are not anticipated due to project traffic.

Thank you for the opportunity to assist the St. Lucie County in reviewing this project. Please contact us if you have any questions or need additional information.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: KEV FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: PD2024-00002 SUNRISE LAKES - ORD AND DA REVIEW

CAO RLS FILE: RLS 25-78

DATE: APRIL 22, 2025

I have reviewed the above Request for Legal Services (RLS) related to a Rezoning Ordinance and a Planned Development (PD) Zoning Agreement ("Agreement"). There was confusion in the items in Agenda Quick as to whether this was a Master or Final PD. I've made suggested changes to the Ordinance as a Master and a Final. Both are uploaded to Agenda Quick in Track Changes and a Clean Copy. The Master PD Ordinance Clean Copy and the Final PD Ordinance Clean Copy are both approved as to form and correctness.

The Agreement is uploaded in Track Changes for a Master PD and a Final PD. I've sent both of those to the Owner's attorney as well. There are suggested changes and comments with questions and/or areas noted for your review before the Agreement can be finalized. I will work with you and the Owner's attorney to get the Agreement in final form. You do not need to resubmit the Agreement at this time.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.
SH

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Sunrise Lakes PD Final Site Plan 25-020

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: November 16, 2025,

NOTICE BY MAIL: October 28, 2025, November 11, 2025

NOTICE BY SIGNS: November 20, 2025

VERIFIED BY: Kev Freeman

SIGNATURE:
TITLE: Planning Director
DATE: November 19,2025

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Received
NOV 2 4 2025
City Clerk's Office

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

SCN StLucie-IndianRv-Stuart	11/16/2025
SCN tcpalm.com	11/16/2025

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 11/16/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost:	$151.36
Tax Amount:	$0.00
Payment Cost:	$151.36
Order No:	11837310
Customer No:	1126527
PO #:	LSAR0407129

# of Copies:
0

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KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Section 166.041 (3)(a) of Florida State Statutes, will on Monday, December 1, 2025 at 5:05 p.m. hold a Quasi-Judicial Public Hearing on first reading and will on Monday, December 15, at 5:05 p.m. hold a second reading (legislative) on the enactment of the proposed ordinance in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE 25-020 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE CITY'S ZONING ATLAS FOR ONE(1) PARCEL CONTAINING APPROXIMATELY 11.54 ACRES, MORE OR LESS, AND BEING LOCATED AT OR NEAR 3804 SUNRISE BOULEVARD IN FORT PIERCE, FLORIDA FROM (R-1) SINGLE FAMILY ZONE TO PLANNED DEVELOPMENT (PD); ESTABLISHING THE SUNRISE LAKES PLANNED DEVELOPMENT ZONE WITH A FINAL DEVELOPMENT SITE PLAN AND CONDITIONS OF DEVELOPMENT; APPROVING A PLANNED DEVELOPMENT ZONING AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUBJECT PROPERTY: PARCEL ID: 2433-123-0001-000-1

All interested parties may appear at the meeting and be heard with respect to the Application(s). The Quasi-Judicial procedures can be found on the City's website: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
November 16 2025
LSAR0407129

City Commission Regular Meeting - 5:05 PM **12. E.**

Meeting Date: 12/01/2025

Re: 25-036 - Gordy Creek PD Final Site Plan

Submitted For: Kev Freeman, Planning Director, Planning Department

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SUBJECT:

Quasi-Judicial Hearing - Ordinance 25-036. Amending the City's Zoning Atlas and rezoning two parcels containing approximately 75.981 acres of land, more or less, and being generally 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, from (AG-1) Saint Lucie County Agricultural 1 Dwelling Unit per Acre to Planned Development (PD); approving a Final PD site plan; approving a Planned Development zoning agreement; providing for a severability clause; providing for repeal of ordinances or parts thereof in conflict herewith and providing for an effective date. FIRST READING

SUMMARY:

Gordy Greek Planned Development (PD), is a PD Rezoning application for a PD Final Site Plan for a proposed residential development of a total of 316 residential units (178 single-family homes and 138 town home units). The property is located on Gordy Road, south of Okeechobee Road.

The property was annexed into the City in 2006, retaining the existing St. Lucie County zoning of AG-1 and designated a City Future Land Use of Mixed-Use Development.

The application sets out to provide a transition between the natural environment and development activities and highway intersections to the east. The 10-mile Creek is located on the west side of the site. The Proposal incorporates a large, preserved wetland as part of the site layout that is intended to be the focal point of the development.

A proposed 1.36-acre lake is located within the northwest part of the proposed site. The lake is surrounded by a trail which will be open to both the public and future residents of the development and provides a unique opportunity for outdoor enjoyment and environmental education. The trail is designed to enhance community engagement and will feature educational signs that provide insights into the wetland ecosystem.

Access to this natural area is facilitated through a separate entryway accessible from Gordy Road, with dedicated parking available for the public.

PARCEL ID #(s): 2326-130-0000-000-7 & 2326-130-0000-010-0

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 sixteen (16) conditions of approval.

(Note: additional conditions added after the Planning Board to address Florida Department of Transportation comments)

ALTERNATIVES:

Approve with amended Conditions.
Or
Disapprove.

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

Staff Presentation
Staff Report
Applicant Presentation
ORD 25-036 Gordy Creek
Final PD Site Plan
Landscape Plan
Tree Mitigation Plan
PAMP
Environmental Assessment
Engineering Plans
Drainage Report
SFWMD ERP
NSLRWCD Permit
Tree Survey
Traffic Impact Report
Lighting Plan
Architecturals
HOA Docs
Deed
Property Card 1
Property Card 2

Aerial Map
Legal Description
Boundary Survey
TOPO
Engineering Approval
School District Approval
TRC Comments
CA memo
Public Notification Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	11/24/2025 01:46 PM

Form Started By: Kev Freeman
Started On: 11/17/2025 11:15 AM
Final Approval Date: 11/24/2025

CITY OF FORT PIERCE
CITY COMMISSION
DECEMBER 1, 2025

GORDY CREEK REZONING TO PD FINAL SITE PLAN

APPLICATION

Gordy Creek Planned Development (Master Site Plan)

APPLICANT

Cotleur & Hearing

ADDRESS

Gordy Road

PARCEL ID #(S):

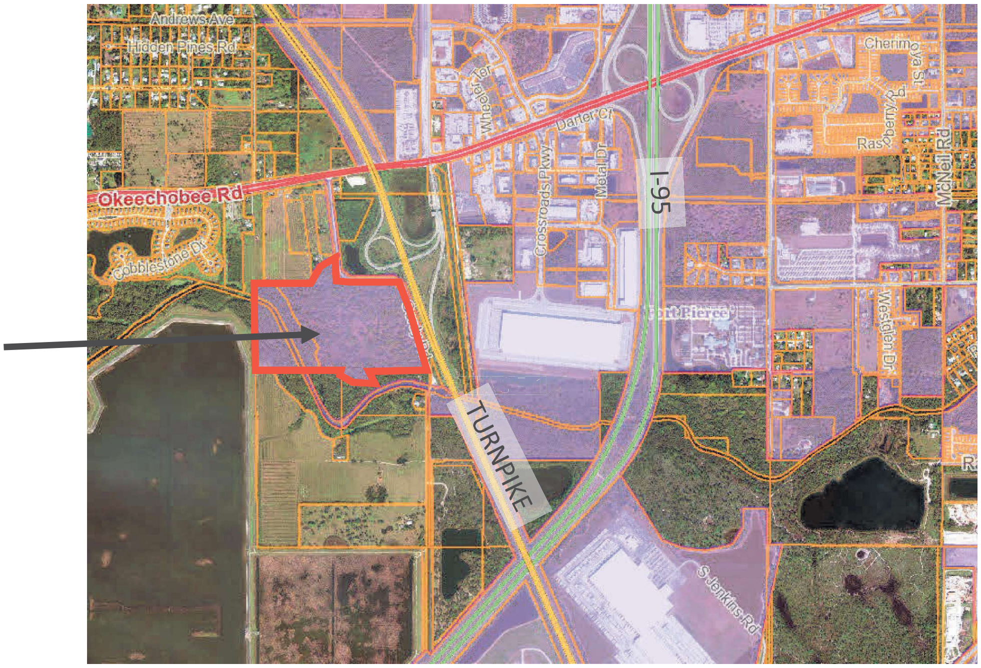
2326-130-0000-000-7 &
2326-130-0000-010-0

SUMMARY

Gordy Greek Planned Development (PD), is a PD Rezoning application for a PD Final Site Plan for a proposed residential development of a total of 316 residential units (178 single-family homes and 138 townhome units). The property is located on Gordy Road, south of Okeechobee Road.

The property was annexed into the City in 2006, retaining the existing St. Lucie County zoning of AG-1 and designated a City Future Land Use of Mixed-Use Development.

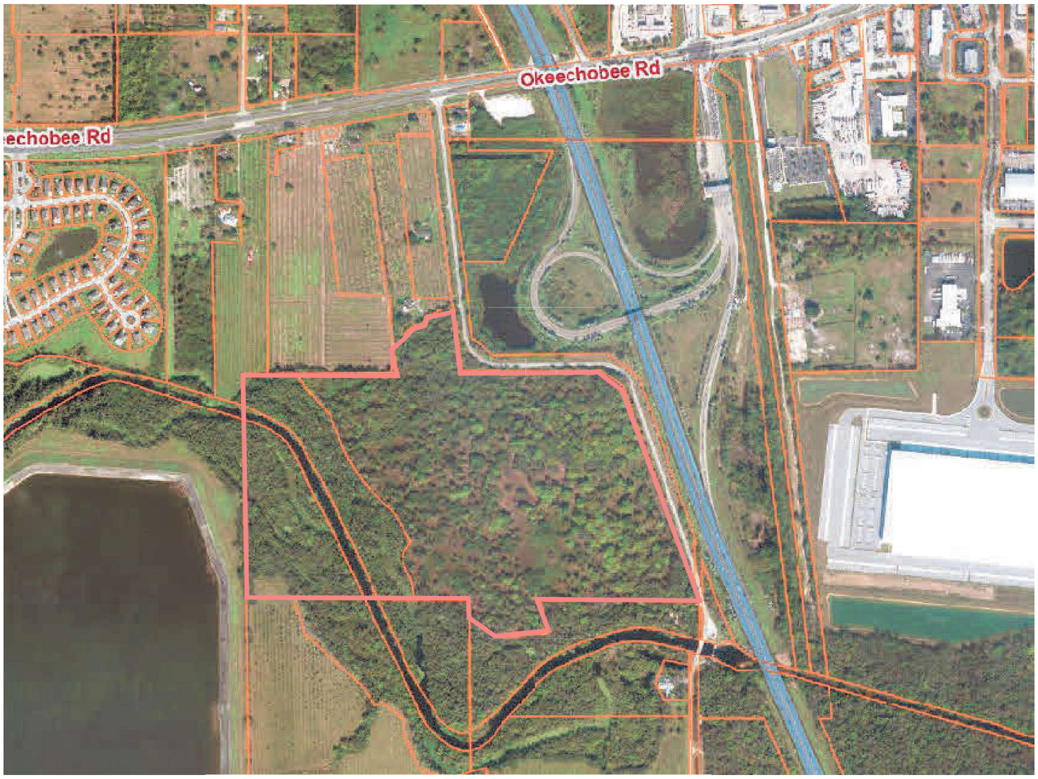
SITE LOCATION


Andrews Ave
Hidden Pines Rd
Okeechobee Rd
Cobblestone Dr
Wheeler Ter
Crossroads Pkwy
Darter Ct
Metal Dr
I-95
Cherimoya St
Raspberry Rd
McNeil Rd
Fort Pierce
Westglen Dr
TURNPIKE
S Jenkins Rd

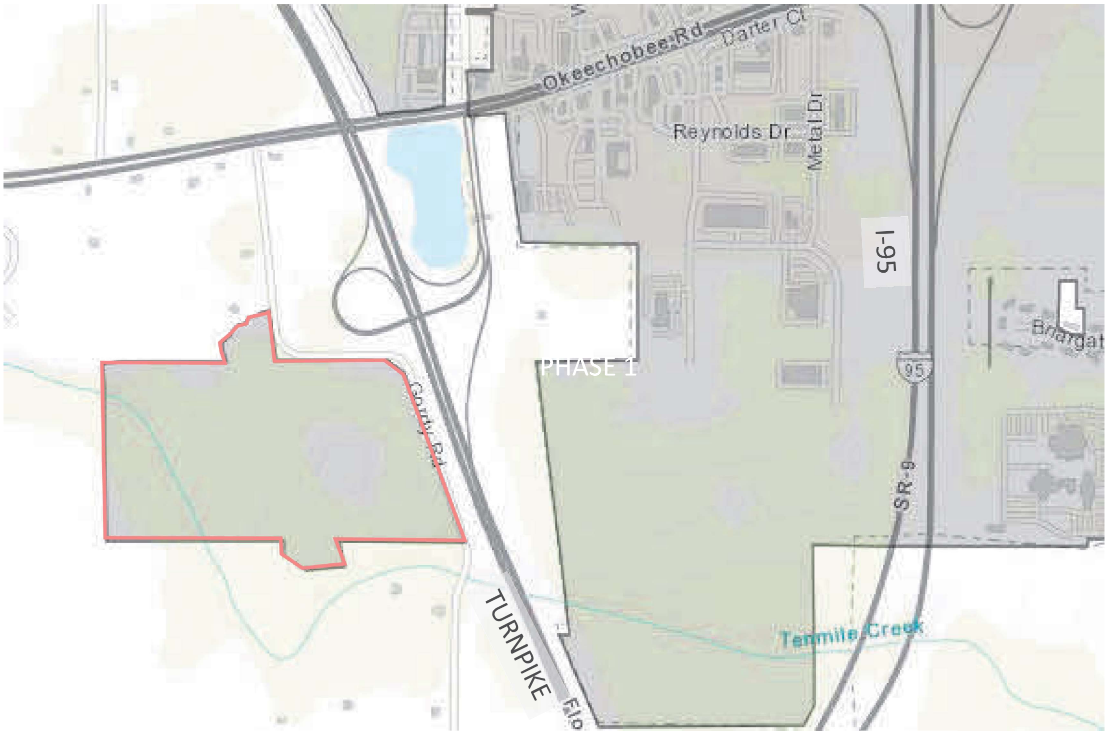
SITE

SITE AREA +/- 76.97 Acres

SITE LOCATION


Okeechobee Rd
echobee Rd

SITE LOCATION – MUNICIPAL BOUNDARY


Okeechobee Rd
Darter Ct
Reynolds Dr
Metal Dr
I-95
95
SR-9
PHASE 1
Gordy Rd
TURNPIKE
Flo
Tenmile Creek
Briargat

APPLICATION

The application sets out to provide a transition between the natural environment and development activities and highway intersections to the east. The 10-mile Creek is located on the west side of the site. The Proposal incorporates a large, preserved wetland as part of the site layout that is intended to be the focal point of the development.

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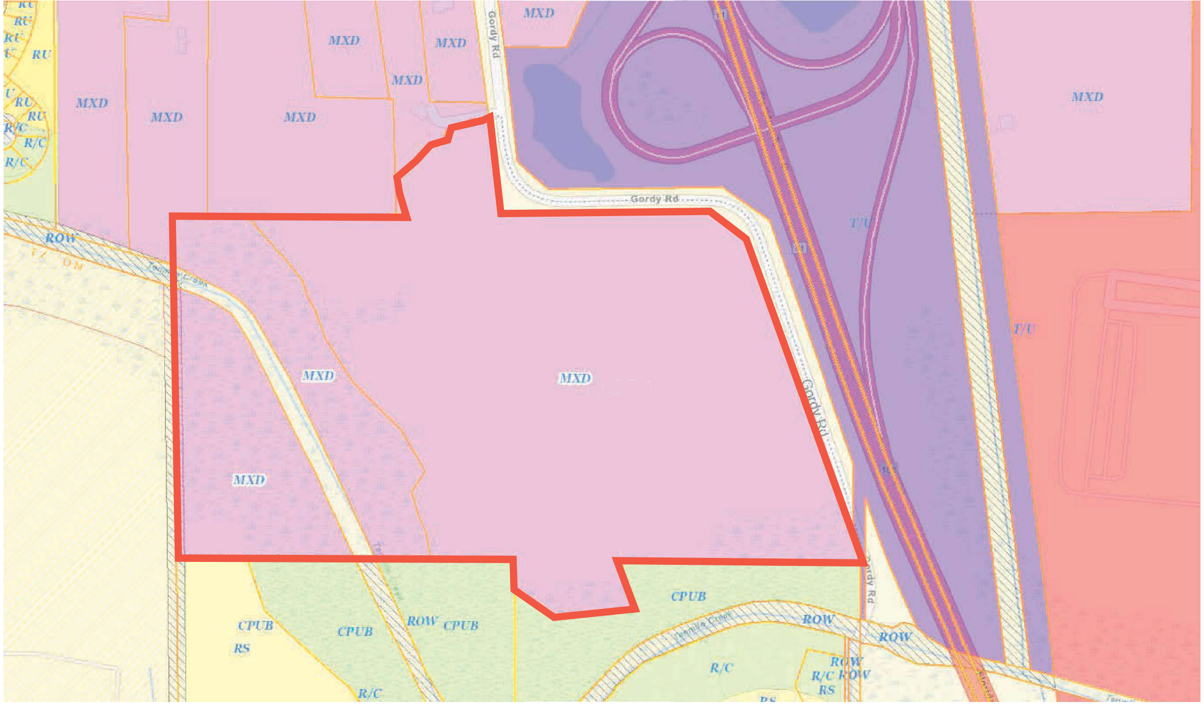
FUTURE LAND USE –EXISTING MIXED-USE (MXD)


MXD
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ROW
CPUB
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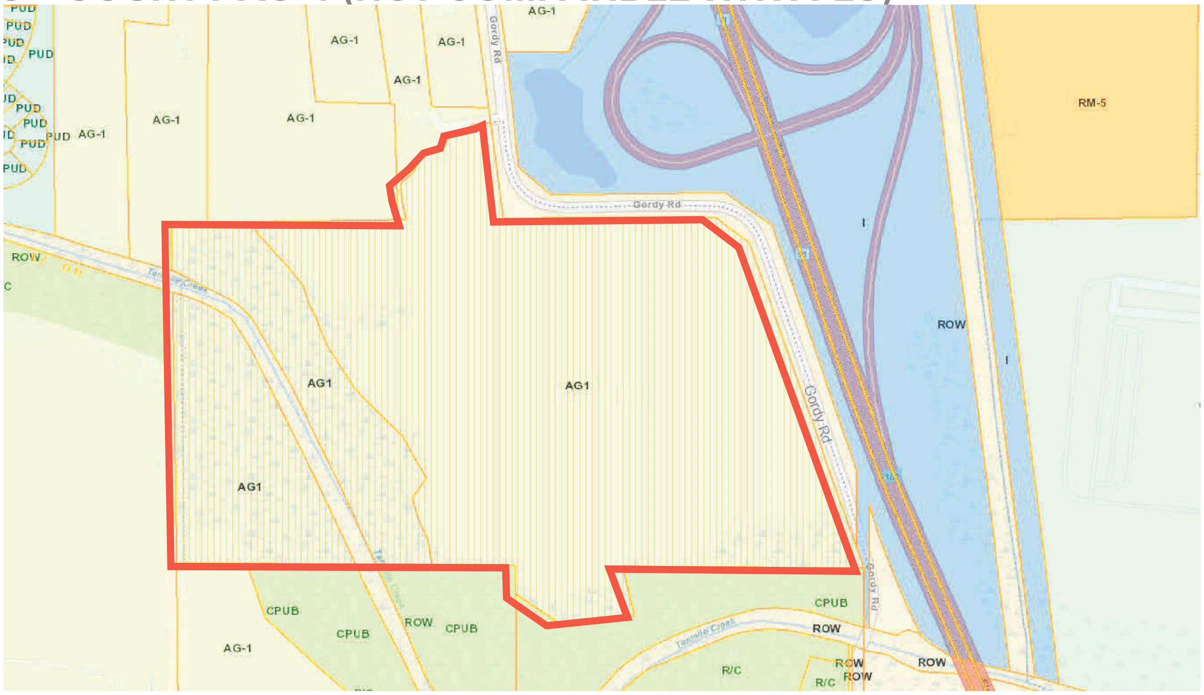
ROW
R/C ROW
RS
Tenmile Creek

ZONING – COUNTY AG-1 (NOT COMPATIBLE WITH FLU)


AG-1
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AG-1
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RM-5
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Gordy Rd
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AG1
AG1
AG1
ROW
CPUB
CPUB
CPUB
CPUB
AG-1
R/C
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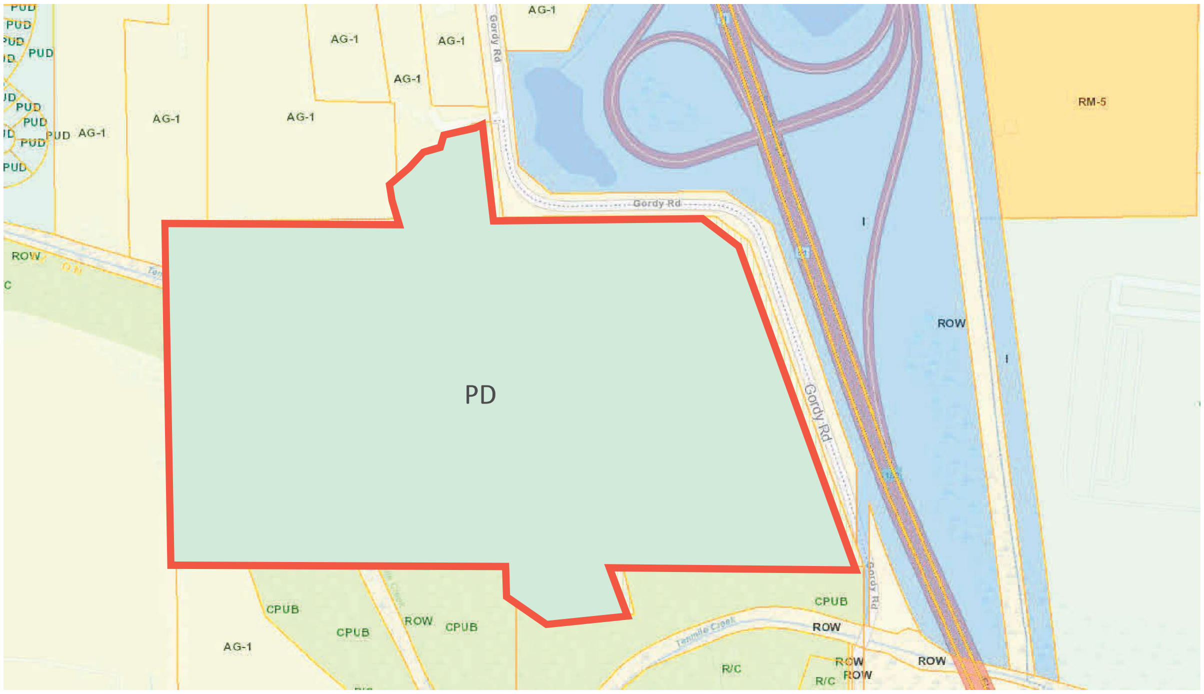
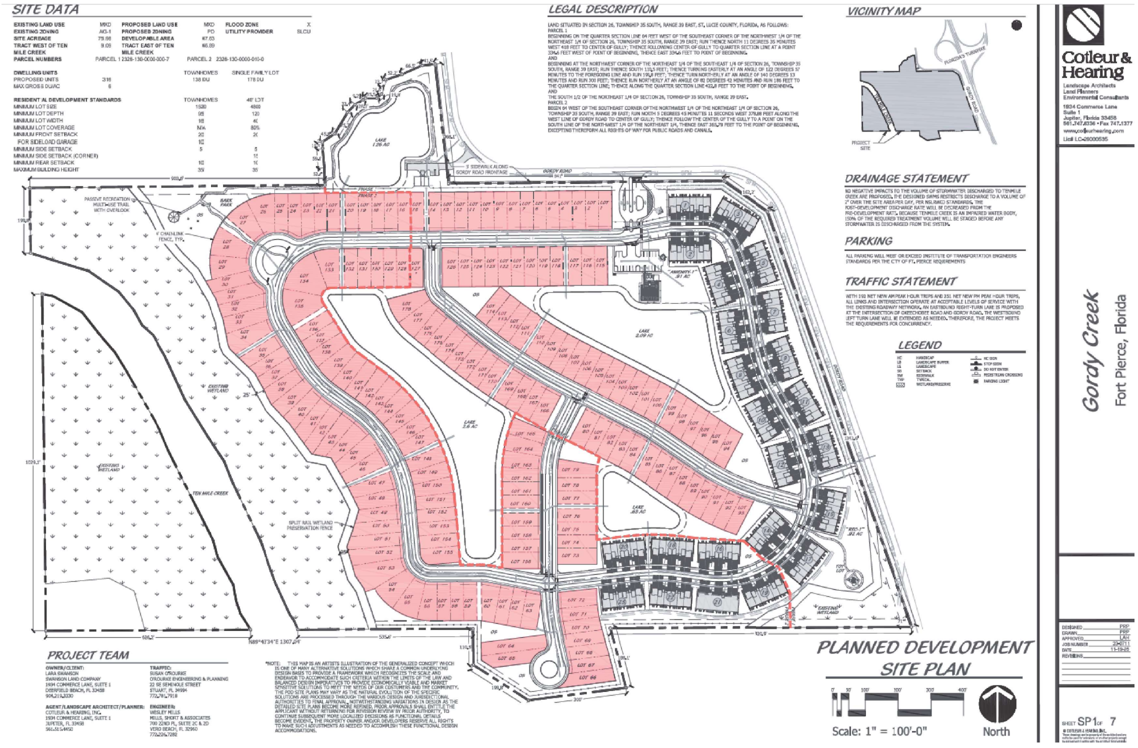
ROW
ROW
R/C
Tenmile Creek

ZONING – REZONING TO PLANNED DEVELOPMENT



GORDY CREEK PD – FINAL SITE PLAN



SITE DATA

EXISTING LAND USE	MXD	**PROPOSED LAND USE**	MXD	**FLOOD ZONE**	X
EXISTING ZONING	AG-1	**PROPOSED ZONING**	PD	**UTILITY PROVIDER**	SLCU
SITE ACREAGE	75.98	**DEVELOPABLE AREA**	67.63		
TRACT WEST OF TEN MILE CREEK	9.09	**TRACT EAST OF TEN MILE CREEK**	66.89		
PARCEL NUMBERS	PARCEL 1 2326-130-0000-000-7		PARCEL 2 2326-130-0000-010-0		

DWELLING UNITS		TOWNHOMES	SINGLE FAMILY LOT
PROPOSED UNITS	316	138 DU	178 DU
MAX GROSS DUAC	6		

RESIDENTIAL DEVELOPMENT STANDARDS	TOWNHOMES	40' LOT
MINIMUM LOT SIZE	1520	4800
MINIMUM LOT DEPTH	95	120
MINIMUM LOT WIDTH	16	40
MINIMUM LOT COVERAGE	N/A	80%
MINIMUM FRONT SETBACK	20	20
FOR SIDELOAD GARAGE	10	
MINIMUM SIDE SETBACK	5	5
MINIMUM SIDE SETBACK (CORNER)		15
MINIMUM REAR SETBACK	10	10
MAXIMUM BUILDING HEIGHT	35'	35'

LEGAL DESCRIPTION

LAND SITUATED IN SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, AS FOLLOWS:
PARCEL 1
BEGINNING ON THE QUARTER SECTION LINE 64 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN THENCE NORTH 11 DEGREES 35 MINUTES WEST 418 FEET TO CENTER OF GULLY; THENCE FOLLOWING CENTER OF GULLY TO QUARTER SECTION LINE AT A POINT 334.6 FEET WEST OF POINT OF BEGINNING, THENCE EAST 334.6 FEET TO POINT OF BEGINNING.
AND
BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN THENCE SOUTH 110.5 FEET; THENCE TURNING EASTERLY AT AN ANGLE OF 122 DEGREES 57 MINUTES TO THE FOREGOING LINE AND RUN 190.8 FEET; THENCE TURN NORTHERLY AT AN ANGLE OF 140 DEGREES 13 MINUTES AND RUN 300 FEET; THENCE RUN NORTHERLY AT AN ANGLE OF 82 DEGREES 42 MINUTES AND RUN 186 FEET TO THE QUARTER SECTION LINE; THENCE ALONG THE QUARTER SECTION LINE 422.8 FEET TO THE POINT OF BEGINNING.
AND
THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST.
PARCEL 2
BEGIN 64 WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN NORTH 5 DEGREES 45 MINUTES 11 SECONDS WEST 378.88 FEET ALONG THE WEST LINE OF GORDY ROAD TO CENTER OF GULLY; THENCE FOLLOW THE CENTER OF THE GULLY TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, THENCE EAST 365.79 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFORM ALL RIGHTS OF WAY FOR PUBLIC ROADS AND CANALS.

DRAINAGE STATEMENT

NO NEGATIVE IMPACTS TO THE VOLUME OF STORMWATER DISCHARGED TO TENMILE CREEK ARE PROPOSED. THE DESIGNED SWMS RESTRICTS DISCHARGE TO A VOLUME OF 2" OVER THE SITE AREA PER DAY, PER NSLRWCD STANDARDS. THE POST-DEVELOPMENT DISCHARGE RATE WILL BE DECREASED FROM THE PRE-DEVELOPMENT RATE. BECAUSE TENMILE CREEK IS AN IMPAIRED WATER BODY, 150% OF THE REQUIRED TREATMENT VOLUME WILL BE STAGED BEFORE ANY STORMWATER IS DISCHARGED FROM THE SYSTEM.

PARKING

ALL PARKING WILL MEET OR EXCEED INSTITUTE OF TRANSPORTATION ENGINEERS STANDARDS PER THE CITY OF FT. PIERCE REQUIREMENTS.

TRAFFIC STATEMENT

WITH 192 NET NEW AM PEAK HOUR TRIPS AND 251 NET NEW PM PEAK HOUR TRIPS, ALL LINKS AND INTERSECTION OPERATE AT ACCEPTABLE LEVELS OF SERVICE WITH THE EXISTING ROADWAY NETWORK. AN EASTBOUND RIGHT-TURN LANE IS PROPOSED AT THE INTERSECTION OF OKEECHOBEE ROAD AND GORDY ROAD. THE WESTBOUND LEFT TURN LANE WILL BE EXTENDED AS NEEDED. THEREFORE, THE PROJECT MEETS THE REQUIREMENTS FOR CONCURRENCY.

LEGEND

HC	HANDICAP
LB	LANDSCAPE BUFFER
LS	LANDSCAPE
SB	SETBACK
SW	SIDEWALK
TYP	TYPICAL
▨	WETLAND/PRESERVE
	HC SIGN
	STOP SIGN
	DO NOT ENTER
	PEDESTRIAN CROSSING
●	PARKING LIGHT

PROJECT TEAM

OWNER/CLIENT:
LARA SWANSON
SWANSON LAND COMPANY
1934 COMMERCE LANE, SUITE 1
DEERFIELD BEACH, FL 33458
904.219.3330

TRAFFIC:
SUSAN O'ROURKE
O'ROURKE ENGINEERING & PLANNING
22 SE SEMINOLE STREET
STUART, FL 34994
772.781.7918

AGENT/LANDSCAPE ARCHITECT/PLANNER:
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.515.4450

ENGINEER:
WESLEY MILLS
MILLS, SHORT & ASSOCIATES
700 22ND PL, SUITE 2C & 2D
VERO BEACH, FL 32960
772.226.7282

*NOTE: THIS MAP IS AN ARTISTS ILLUSTRATION OF THE GENERALIZED CONCEPT WHICH IS ONE OF MANY ALTERNATIVE SOLUTIONS WHICH SHARE A COMMON UNDERLYING DESIGN BASIS TO PROVIDE A FRAMEWORK WHICH RECOGNIZES THE SCALE AND ENDEAVOR TO ACCOMMODATE SUCH CRITERIA WITHIN THE LIMITS OF THE LAW AND BALANCED DESIGN IMPERATIVES TO PROVIDE ECONOMICALLY VIABLE AND MARKET SENSITIVE SOLUTIONS TO MEET THE NEEDS OF OUR COSTUMERS AND THE COMMUNITY. THE POD SITE PLANS MAY VARY AS THE NATURAL EVOLUTION OF THE SPECIFIC SOLUTIONS ARE PROCESSED THROUGH THE VARIOUS DESIGN AND JURISDICTIONAL AUTHORITIES TO FINAL APPROVAL. NOTWITHSTANDING VARIATIONS IN DESIGN AS THE DETAILED SITE PLANS BECOME MORE REFINED, PRIOR APPROVALS SHALL ENTITLE THE APPLICANT WITHOUT RETURNING FOR REVISION REVIEW BY PRIOR AUTHORITY, TO CONTINUE SUBSEQUENT MORE LOCALIZED DECISIONS AS FUNCTIONAL DETAILS BECOME EVIDENT. THE PROPERTY OWNER AND/OR DEVELOPERS RESERVE ALL RIGHTS TO MAKE SUCH ADJUSTMENTS AS NEEDED TO ACCOMPLISH THESE FUNCTIONAL DESIGN ACCOMMODATIONS.

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 • Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

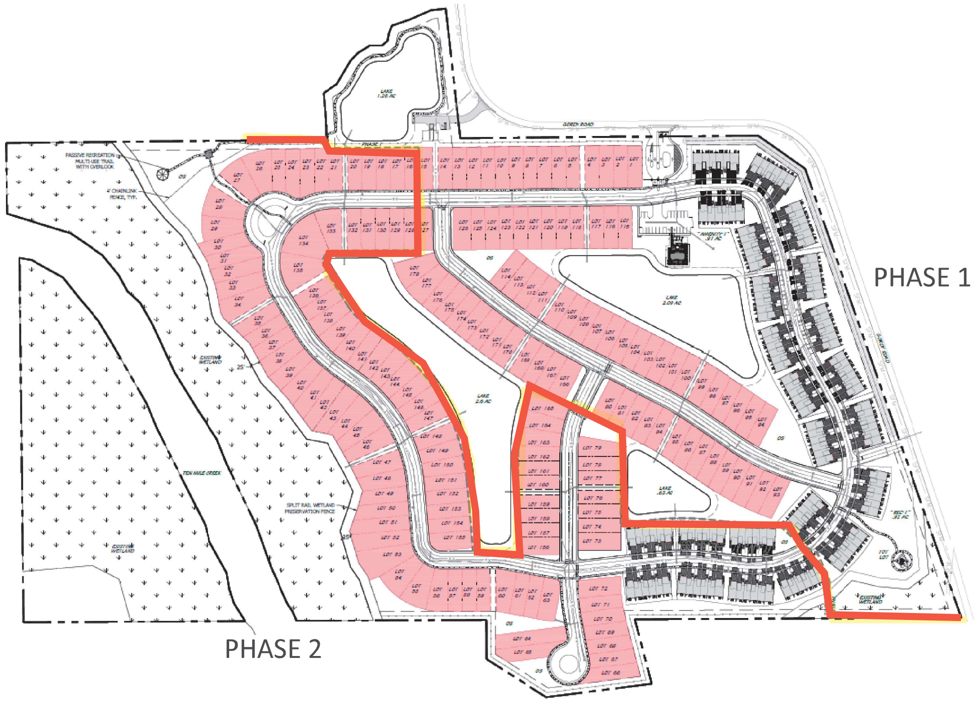
Gordy Creek
Fort Pierce, Florida

DESIGNED PRP
DRAWN PRP
APPROVED LAH
JOB NUMBER 23-0711
DATE 11-19-25
REVISIONS

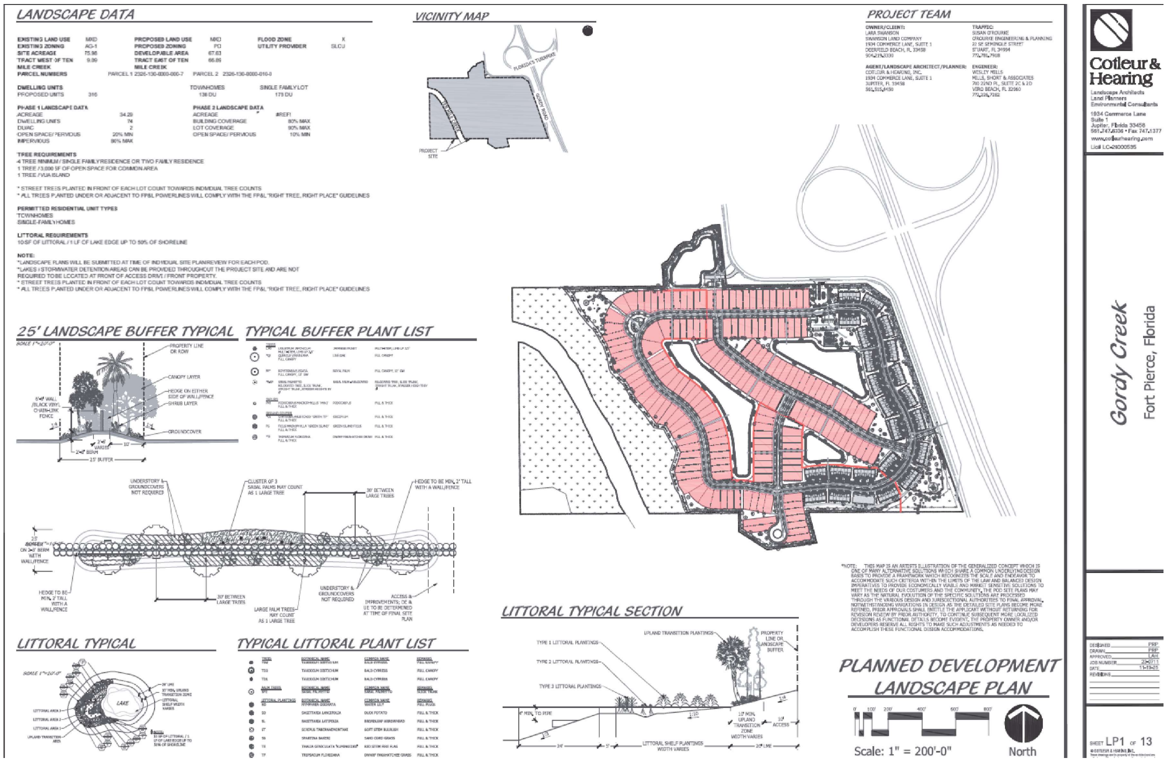
SHEET SP1 OF 7

© COTLEUR & HEARING, INC.

GORDY CREEK PD FINAL SITE PLAN PHASING


PHASE 1
PHASE 2
LAKE 1.26 AC
GORDY ROAD
LAKE 2.05 AC
LAKE 2.6 AC
LAKE .63 AC
TEN MILE CREEK
EXISTING WETLAND
SPLIT RAIL WETLAND PRESERVATION FENCE
PASSIVE RECREATION MULTI-USE TRAIL WITH OVERLOOK
6' CHAINLINK FENCE, TYP.

GORDY CREEK PD – PROPOSED- LANDSCAPE PLAN



LANDSCAPE DATA

EXISTING LAND USE	MXD	PROPOSED LAND USE	MXD	FLOOD ZONE	X
EXISTING ZONING	AG-1	PROPOSED ZONING	PD	UTILITY PROVIDER	SLCU
SITE ACREAGE	75.98	DEVELOPABLE AREA	67.63		
TRACT WEST OF TEN MILE CREEK	9.09	TRACT EAST OF TEN MILE CREEK	66.89		

PARCEL NUMBERS PARCEL 1 2326-130-0000-000-7 PARCEL 2 2326-130-0000-010-0

DWELLING UNITS		TOWNHOMES	SINGLE FAMILY LOT
PROPOSED UNITS	316	138 DU	178 DU

PHASE 1 LANDSCAPE DATA		PHASE 2 LANDSCAPE DATA	
ACREAGE	34.29	ACREAGE	#REF!
DWELLING UNITS	74	BUILDING COVERAGE	80% MAX
DU/AC	2	LOT COVERAGE	90% MAX
OPEN SPACE/ PERVIOUS	20% MIN	OPEN SPACE/ PERVIOUS	10% MIN
IMPERVIOUS	80% MAX		

TREE REQUIREMENTS
4 TREE MINIMUM / SINGLE FAMILY RESIDENCE OR TWO FAMILY RESIDENCE
1 TREE / 3,000 SF OF OPEN SPACE FOR COMMON AREA
1 TREE / VUA ISLAND

* STREET TREES PLANTED IN FRONT OF EACH LOT COUNT TOWARDS INDIVIDUAL TREE COUNTS
* ALL TREES PLANTED UNDER OR ADJACENT TO FP&L POWERLINES WILL COMPLY WITH THE FP&L "RIGHT TREE, RIGHT PLACE" GUIDELINES

PERMITTED RESIDENTIAL UNIT TYPES
TOWNHOMES
SINGLE-FAMILY HOMES

LITTORAL REQUIREMENTS
10 SF OF LITTORAL / 1 LF OF LAKE EDGE UP TO 50% OF SHORELINE

NOTE:
*LANDSCAPE PLANS WILL BE SUBMITTED AT TIME OF INDIVIDUAL SITE PLAN REVIEW FOR EACH POD.
*LAKES / STORMWATER DETENTION AREAS CAN BE PROVIDED THROUGHOUT THE PROJECT SITE AND ARE NOT REQUIRED TO BE LOCATED AT FRONT OF ACCESS DRIVE / FRONT PROPERTY.
* STREET TREES PLANTED IN FRONT OF EACH LOT COUNT TOWARDS INDIVIDUAL TREE COUNTS
* ALL TREES PLANTED UNDER OR ADJACENT TO FP&L POWERLINES WILL COMPLY WITH THE FP&L "RIGHT TREE, RIGHT PLACE" GUIDELINES

VICINITY MAP

PROJECT TEAM

OWNER/CLIENT:
LARA SWANSON
SWANSON LAND COMPANY
1934 COMMERCE LANE, SUITE 1
DEERFIELD BEACH, FL 33458
904.219.3330

TRAFFIC:
SUSAN O'ROURKE
O'ROURKE ENGINEERING & PLANNING
22 SE SEMINOLE STREET
STUART, FL 34994
772.781.7918

AGENT/LANDSCAPE ARCHITECT/PLANNER:
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.515.4450

ENGINEER:
WESLEY MILLS
MILLS, SHORT & ASSOCIATES
700 22ND PL, SUITE 2C & 2D
VERO BEACH, FL 32960
772.226.7282

25' LANDSCAPE BUFFER TYPICAL

TYPICAL BUFFER PLANT LIST

LITTORAL TYPICAL

TYPICAL LITTORAL PLANT LIST

LITTORAL TYPICAL SECTION

*NOTE: THIS MAP IS AN ARTISTS ILLUSTRATION OF THE GENERALIZED CONCEPT WHICH IS ONE OF MANY ALTERNATIVE SOLUTIONS WHICH SHARE A COMMON UNDERLYING DESIGN BASIS TO PROVIDE A FRAMEWORK WHICH RECOGNIZES THE SCALE AND ENDEAVOR TO ACCOMMODATE SUCH CRITERIA WITHIN THE LIMITS OF THE LAW AND BALANCED DESIGN IMPERATIVES TO PROVIDE ECONOMICALLY VIABLE AND MARKET SENSITIVE SOLUTIONS TO MEET THE NEEDS OF OUR COSTUMERS AND THE COMMUNITY. THE POD SITE PLANS MAY VARY AS THE NATURAL EVOLUTION OF THE SPECIFIC SOLUTIONS ARE PROCESSED THROUGH THE VARIOUS DESIGN AND JURISDICTIONAL AUTHORITIES TO FINAL APPROVAL. NOTWITHSTANDING VARIATIONS IN DESIGN AS THE DETAILED SITE PLANS BECOME MORE REFINED, PRIOR APPROVALS SHALL ENTITLE THE APPLICANT WITHOUT RETURNING FOR REVISION REVIEW BY PRIOR AUTHORITY, TO CONTINUE SUBSEQUENT MORE LOCALIZED DECISIONS AS FUNCTIONAL DETAILS BECOME EVIDENT. THE PROPERTY OWNER AND/OR DEVELOPERS RESERVE ALL RIGHTS TO MAKE SUCH ADJUSTMENTS AS NEEDED TO ACCOMPLISH THESE FUNCTIONAL DESIGN ACCOMMODATIONS.

PLANNED DEVELOPMENT LANDSCAPE PLAN

Scale: 1" = 200'-0"

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 • Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

Gordy Creek
Fort Pierce, Florida

DESIGNED PRP
DRAWN PRP
APPROVED LAH
JOB NUMBER 23-0711
DATE 11-19-25
REVISIONS

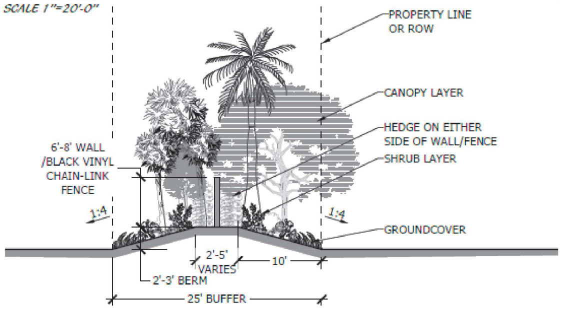
SHEET LP1 OF 13

© COTLEUR & HEARING, INC.

0'
100'
200'
400'
600'
800'
LAKE
PROPERTY LINE OR ROW
CANOPY LAYER
HEDGE ON EITHER SIDE OF WALL/FENCE
SHRUB LAYER
GROUNDCOVER
6'-8' WALL /BLACK VINYL CHAIN LINK FENCE
25' BUFFER
UNDERSTORY & GROUNDCOVERS NOT REQUIRED
CLUSTER OF 3 SABAL PALMS MAY COUNT AS 1 LARGE TREE
30' BETWEEN LARGE TREES
HEDGE TO BE MIN. 2' TALL WITH A WALL/FENCE
LARGE PALM TREES MAY COUNT AS 1 LARGE TREE
TYPE 1 LITTORAL PLANTINGS
TYPE 2 LITTORAL PLANTINGS
TYPE 3 LITTORAL PLANTINGS
UPLAND TRANSITION PLANTINGS
PROPERTY LINE OR LANDSCAPE BUFFER
LITTORAL SHELF PLANTINGS WIDTH VARIES

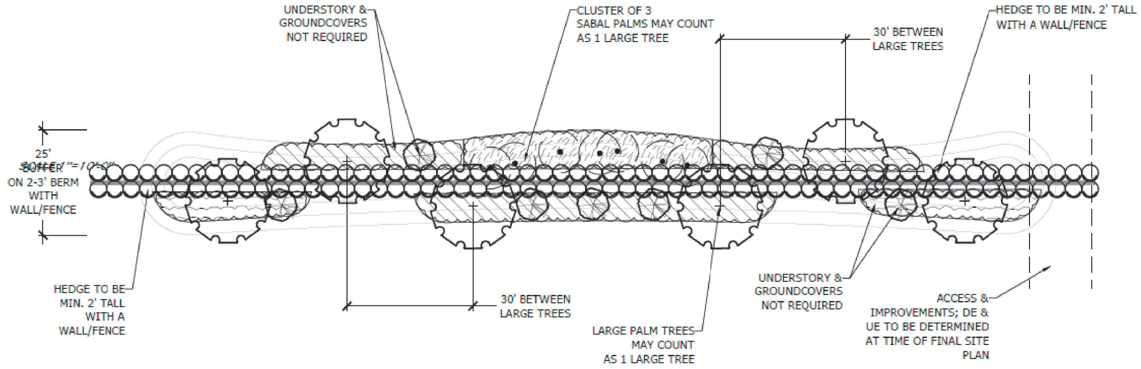
GORDY CREEK PD – PROPOSED- LANDSCAPE PLAN DETAILS - BUFFER

25' LANDSCAPE BUFFER TYPICAL


SCALE 1"=20'-0"
PROPERTY LINE OR ROW
CANOPY LAYER
HEDGE ON EITHER SIDE OF WALL/FENCE
SHRUB LAYER
GROUNDCOVER
6'-8' WALL /BLACK VINYL CHAIN-LINK FENCE
1:4
1:4
2'-5' VARIES
10'
2'-3' BERM
25' BUFFER

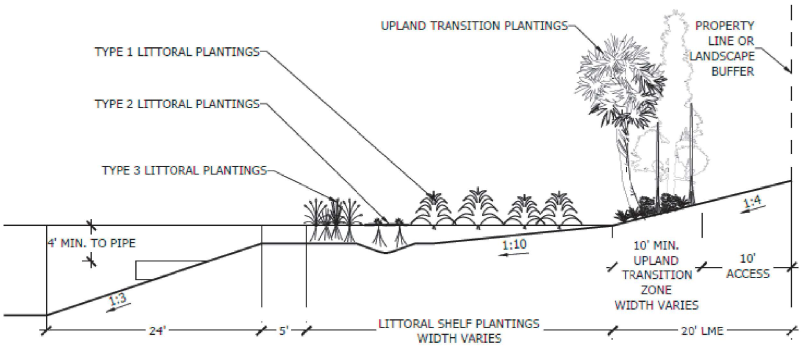
TYPICAL BUFFER PLANT LIST

	TREES			
●	LJ45	LIGUSTRUM JAPONICUM MULTI-STEM, LIMB UP 2.5'	JAPANESE PRIVET	MULTI-STEM, LIMB UP 2.5'
○	*QV	QUERCUS VIRGINIANA FULL CANOPY	LIVE OAK	FULL CANOPY
⊙	RE*	ROYSTONEA ELEGATA FULL CANOPY, 12' GW	ROYAL PALM	FULL CANOPY, 12' GW
⊙	*R-SP	SABAL PALMETTO RELOCATED TREE, SLICK TRUNK, STRIGHT TRUNK, STAGGER HEIGHTS BY 6'	SABAL PALM - RELOCATED	RELOCATED TREE, SLICK TRUNK, STRIGHT TRUNK, STAGGER HEIGHTS BY 6'
	SHRUBS			
○	PM3	PODOCARPUS MACROPHYLLUS 'MAKI' FULL & THICK	PODOCARPUS	FULL & THICK
	GROUND COVERS			
▨	*CG	CHRYSOBALANUS ICACO 'GREEN TIP' FULL & THICK	COCOPLUM	FULL & THICK
◎	FG	FICUS MACROPHYLLA 'GREEN ISLAND' FULL & THICK	GREEN ISLAND FICUS	FULL & THICK
⊙	*TF	TRIPSACUM FLORIDANA FULL & THICK	DWARF FAKAHATCHEE GRASS	FULL & THICK

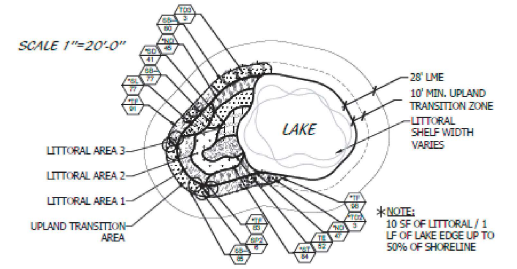

UNDERSTORY & GROUNDCOVERS NOT REQUIRED
CLUSTER OF 3 SABAL PALMS MAY COUNT AS 1 LARGE TREE
30' BETWEEN LARGE TREES
HEDGE TO BE MIN. 2' TALL WITH A WALL/FENCE
25' BUFFER ON 2-3' BERM WITH WALL/FENCE
SCALE 1"=10'-0"
HEDGE TO BE MIN. 2' TALL WITH A WALL/FENCE
30' BETWEEN LARGE TREES
LARGE PALM TREES MAY COUNT AS 1 LARGE TREE
UNDERSTORY & GROUNDCOVERS NOT REQUIRED
ACCESS & IMPROVEMENTS; DE & UE TO BE DETERMINED AT TIME OF FINAL SITE PLAN

GORDY CREEK PD – PROPOSED- LANDSCAPE PLAN DETAILS - LITTORAL

LITTORAL TYPICAL SECTION


UPLAND TRANSITION PLANTINGS
PROPERTY LINE OR LANDSCAPE BUFFER
TYPE 1 LITTORAL PLANTINGS
TYPE 2 LITTORAL PLANTINGS
TYPE 3 LITTORAL PLANTINGS
1:4
4' MIN. TO PIPE
1:10
10' MIN. UPLAND TRANSITION ZONE WIDTH VARIES
10' ACCESS
1:3
24'
5'
LITTORAL SHELF PLANTINGS WIDTH VARIES
20' LME

LITTORAL TYPICAL


SCALE 1"=20'-0"
28' LME
10' MIN. UPLAND TRANSITION ZONE
LITTORAL SHELF WIDTH VARIES
LAKE
LITTORAL AREA 3
LITTORAL AREA 2
LITTORAL AREA 1
UPLAND TRANSITION AREA

*NOTE:
10 SF OF LITTORAL / 1 LF OF LAKE EDGE UP TO 50% OF SHORELINE

TYPICAL LITTORAL PLANT LIST

	TREES	BOTANICAL NAME	COMMON NAME	REMARKS
●	TD2	TAXODIUM DISTICHUM	BALD CYPRESS	FULL CANOPY
○	TD3	TAXODIUM DISTICHUM	BALD CYPRESS	FULL CANOPY
●	TD1	TAXODIUM DISTICHUM	BALD CYPRESS	FULL CANOPY
	PALM TREES	BOTANICAL NAME	COMMON NAME	REMARKS
⊙	SP2	SABAL PALMETTO	SABAL PALMETTO	SLICK TRUNK
	LITTORAL PLANTINGS	BOTANICAL NAME	COMMON NAME	REMARKS
◎	ND	NYMPHAEA ODORATA	WATER LILY	FULL PLUGS
⊕	SD	SAGITTARIA LANCIFOLIA	DUCK POTATO	FULL & THICK
●	SL	SAGITTARIA LATIFOLIA	BROADLEAF ARROWHEAD	FULL & THICK
⊙	ST	SCRIPUS TABERNAEMONTANI	SOFT STEM BULRUSH	FULL & THICK
⊙	SB	SPARTINA BAKERI	SAND CORD GRASS	FULL & THICK
◎	TE	THALIA GENICULATA 'RUMINOIDES'	RED STEM FIRE FLAG	FULL & THICK
◎	TF	TRIPSACUM FLORIDANA	DWARF FAKAHATCHEE GRASS	FULL & THICK

GORDY CREEK– PROPOSED- LANDSCAPE PLAN – PLANT LIST

CODE	QTY	BOTANICAL NAME	COMMON NAME
TREES			
LJ45	164	LIGUSTRUM JAPONICUM	JAPANESE PRIVET
*QV	432	QUERCUS VIRGINIANA	LIVE OAK
*QV-E	118	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK - EXISTING
*QV3	9	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK
*R-QV	94	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK - RELOCATED
*TD2	33	TAXODIUM DISTICHUM	BALD CYPRESS
*TD	15	TAXODIUM DISTICHUM	BALD CYPRESS
PALMS			
PHS	1	PHOENIX SYLVESTRIS	SYLVESTER DATE PALM
*RE	4	ROYSTONEA REGIA	ROYAL PALM
*SP-E	260	SABAL PALMETTO	SABAL PALM - EXISTING
*R-SP	721	SABAL PALMETTO	SABAL PALM - RELOCATED

CODE	QTY	BOTANICAL NAME	COMMON NAME
SHRUBS			
*CIG3	1,262	CLUSIA GUTTIFERA	SMALL LEAF CLUSIA
GROUND COVERS			
*CG	2,506	CHRYSOBALANUS ICACO `GREEN TIP`	COCOPLUM
DI	28	DIETES IRIDIOIDES	AFRICAN WHITE IRIS
FG	1,165	FICUS MACROPHYLLA `GREEN ISLAND`	GREEN ISLAND FICUS
*IV	215	ILEX VOMITORIA `STOKES DWARF`	DWARF YAUPON HOLLY
PX	65	PHILODENDRON X `XANADU`	XANADU PHILODENDRON
SAV	21	SCHEFFLERA ARBORICOLA `TRINETTE`	DWARF VARIEGATED SCHEFFLERA
LITTORAL PLANTINGS			
*ND	1,260	NYMPHAEA ODORATA	WATER LILY
*SD	1,180	SAGITTARIA LANCIFOLIA	DUCK POTATO
*SL	2,822	SAGITTARIA LATIFOLIA	BROADLEAF ARROWHEAD
*ST	1,261	SCRIPUS TABERNAEMONTANI	SOFT STEM BULRUSH
*SB	706	SPARTINA BAKERI	SAND CORD GRASS
TE	198	THALIA GENICULATA 'RUMINOIDES'	RED STEM FIRE FLAG
*TF	2,416	TRIPSACUM FLORIDANA	DWARF FAKAHATCHEE GRASS

GORDY CREEK PD- TRAFFIC ANALYSIS

By– TMC –Traffic and Mobility Consultants - October 2023

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 detached Housing (Land Use Code 215) and Multi-Family Housing (Land Use Code 220) were applied to estimate the trips generated

The project will generate 2,675 new daily trips. There will be 192 AM peak hour trips with 49 entering the project and 143 trips exiting the project. The project will generate 251 new PM peak hour trips. There will be 158 trips entering the project and 93 trips exiting the project in the PM peak hour.

With 192 net new AM peak hour trips and 251 net new PM peak hour trips, all links and intersections operate at acceptable levels of service with the existing roadway network. An eastbound right-turn lane is proposed at the intersection of Okeechobee Road and Gordy Road. The westbound left turn lane will be extended as needed. **Therefore, the project meets the requirements for concurrency.**

GORDY CREEK PD - ENVIRONMENTAL
By Bio-Tech Consulting – March 2024

Bio-Tech Consulting. conducted a site investigation throughout the property to survey for the presence of any listed plant or animal species.

The extent of all wetlands on the site were delineated by BTC in accordance with local, state and federal guidelines utilizing pink, “Bio-Tech Consulting” flagging tape. There are 18.045-acres of wetlands within the limits of the site. The on-site wetlands are located within the St. Lucie basin.

No direct wetland impacts are proposed.

Based on the review of available databases, the site is located within the CFA, but there is no record of a Wood Stork rookery on the site or within close proximity. The USFWS and the U.S. Army Corps of Engineers require that any impacts to on-site ditches and/or wetlands, which would eliminate a portion of the Wood Stork foraging habitat, be either mitigated through the purchase of mitigation credits or recreated elsewhere on-site so that there would be no net loss of Wood Stork foraging habitat.

Gopher Tortoise survey will be required prior to any site clearing activities.

GORDY CREEK PD – PRESERVE ARE MANAGEMENT PLAN (PAMP

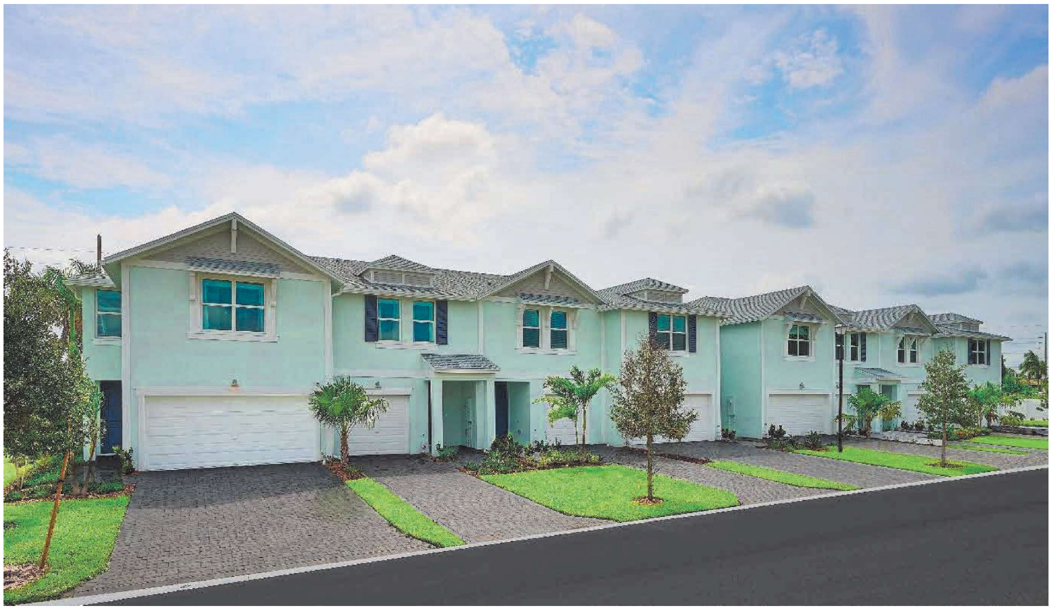
The objective of the PAMP are to:

A. To preserve the existing wetlands and adjacent upland buffers, including canopy, understory, and groundcover. Define habitat types and species.
B. Enhance the viability of the preserve through the removal and control of invasive exotic plant species and the as needed supplemental planting of native plant material into the preserve areas.
C. Prevent potentially destructive uses or activities within the preserve area.
D. Sustain areas of viable habitat for regional flora and fauna through the implementation of regular maintenance and monitoring programs.
E. Other community objectives for passive use, community enhancement, education as applicable.

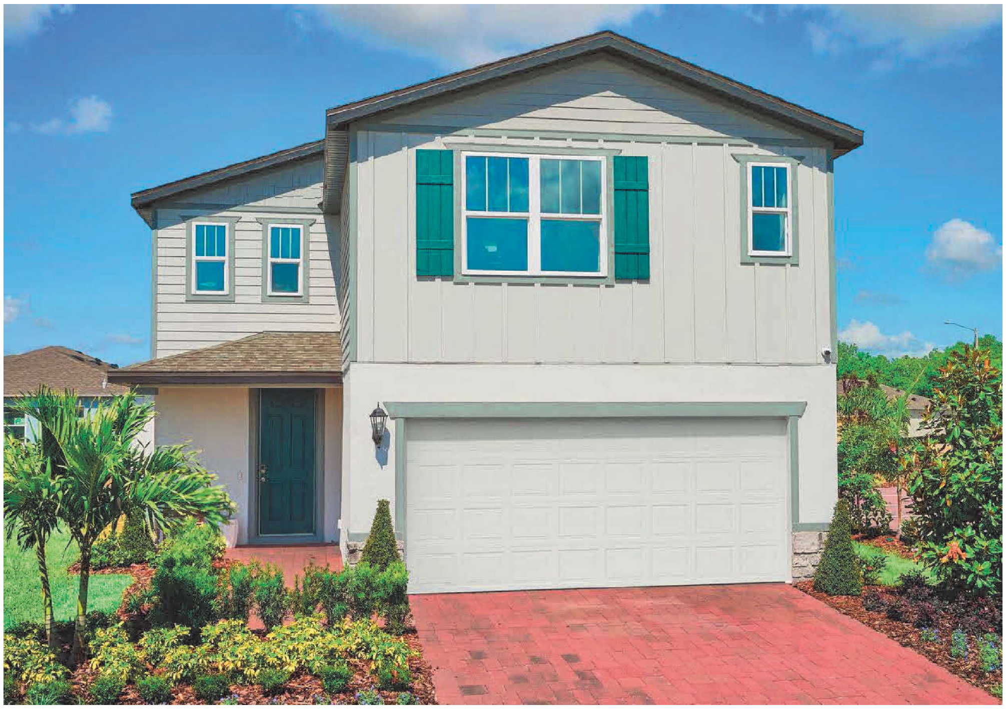
Failure to comply with the PAMP guidelines will be considered a violation of the permit and approved PAMP. Further work on the project may be stopped until compliance is achieved with the guidelines of the approved PAMP is achieved. The Guidelines include requirements for maintenance and monitoring of the preserve area. Passive uses such as birdwatching and other non-destructive uses of natural areas are encouraged, as long as they do not affect the hydrology or vegetative cover of a Preserve Area.

On Final Certificate of Occupancy annual maintenance will be performed in perpetuity.

GORDY CREEK – ARCHITECTURAL RENDERING



GORDY CREEK – ARCHITECTURAL RENDERING



PLANNING BOARD

The project was presented to the Planning Board at its March 10, 2025, meeting. The Board recommended that the project be forwarded to the City Commission for Approval with 11 conditions by a vote of 6-0.

CONDITIONS

1. The development shall conform to the approved Final PD Site Plan by Cotleur & Hearing, Job No. 23-0711, dated 11.19.25 and all associated plans and documents.

2. The minimum Open Space shall be 50.62% of the Final PD Site Plan area.

3. The maximum Density shall be 6 dwelling units per acre of the Final PD Site Plan area.

4. All required State and Federal agency permits shall be required at time of Development Permit Compliance Review (DPCR).

5. Prior to the submittal of a Site Development Permit, and if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.

6. A detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit. .

7. A review of the tree survey and tree mitigation calculations shall be performed at the time of Development Permit Compliance Review (DPCR).

CONDITIONS

8. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.

9. A Final Plat shall be obtained prior to first certificate of occupancy of a residential unit.

10. The Final PD and PD Development Agreement binds successors in title to any commitments concerning completion of the project and its maintenance and operation.

11. All existing driveways not approved by St. Lucie County shall be fully removed and the area restored.

12. Drainage mitigation shall be required for any impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).

CONDITIONS

13. The existing westbound left turn lane at SR 70 and Gordy Road intersection shall be extended to accommodate the project traffic. The left turn/U-turn lane shall meet the minimum requirements in the Florida Design Manual (FDM). A queueing analysis shall be submitted at the time of permit to determine the required queue length.

14. Prior to issuance of the first residential certificate of occupancy the developer shall reconstruct the existing median opening at SR 70 and Rock Road intersection to an eastbound directional median opening. The left turn/U-turn lane shall meet the minimum requirements in the Florida Design Manual (FDM). A queueing analysis shall be submitted at the time of permit to determine the required queue length.

15. A Storm Water Pollution Prevention Plan shall be submitted with the Building Permit application if there will be more than one acre of “disturbed area” as defined by the Florida Department of Environmental Protection (FDEP).

16. The applicant shall donate any additional right-of-way required to implement the proposed improvements to the Florida Department of Transportation.

CONDITIONS

NOTE: The Issuance of a development permit or development order by the City of Fort Pierce does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the 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.

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 sixteen (16) conditions of approval.

(additional conditions added after the Planning Board to address Florida Department of Transportation comments)

ALTERNATIVE RECOMMENDATION

Approve with amended Conditions

Or

Disapprove

CITY OF FORT PIERCE

PLANNING DEPARTMENT

STAFF REPORT

PROJECT:	GORDY CREEK MASTER PD
TO:	RICHARD CHESS, CITY MANAGER
REVIEWER:	KEV FREEMAN, PLANNING DIRECTOR
MEETING:	DECEMBER 1st, 2025

LOCATION: Gordy Road

Parcel #'s 2326-130-0000-000-7 & 2326-130-0000-010-0

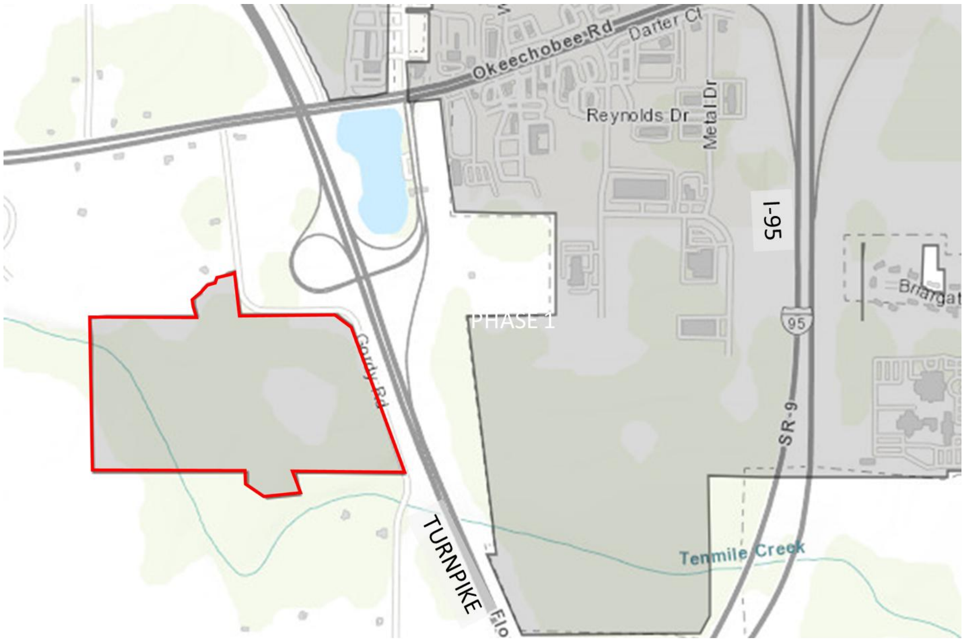
REQUEST: Review Gordy Creek Final Planned Development

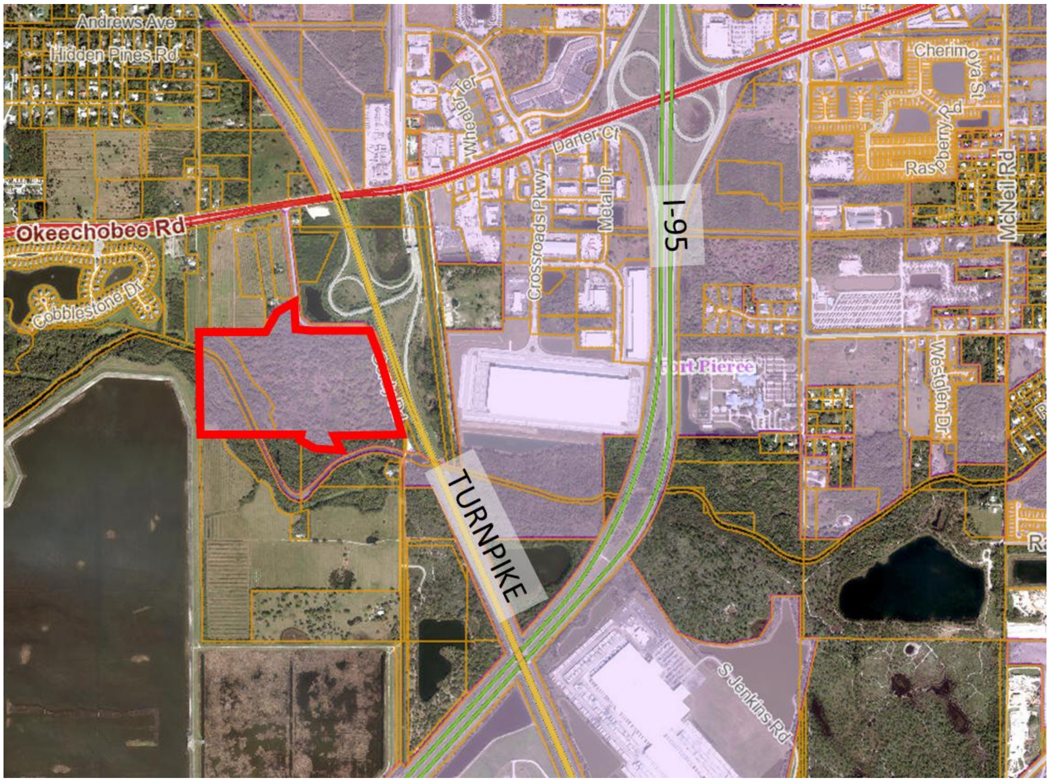
SUMMARY

Gordy Greek Planned Development (PD), is a PD Rezoning application for Final PD Site Plan for a proposed residential development of a total of 316 residential units (178 single-family homes and 138 townhome units). The property is located on Gordy Road, south of Okeechobee Road.

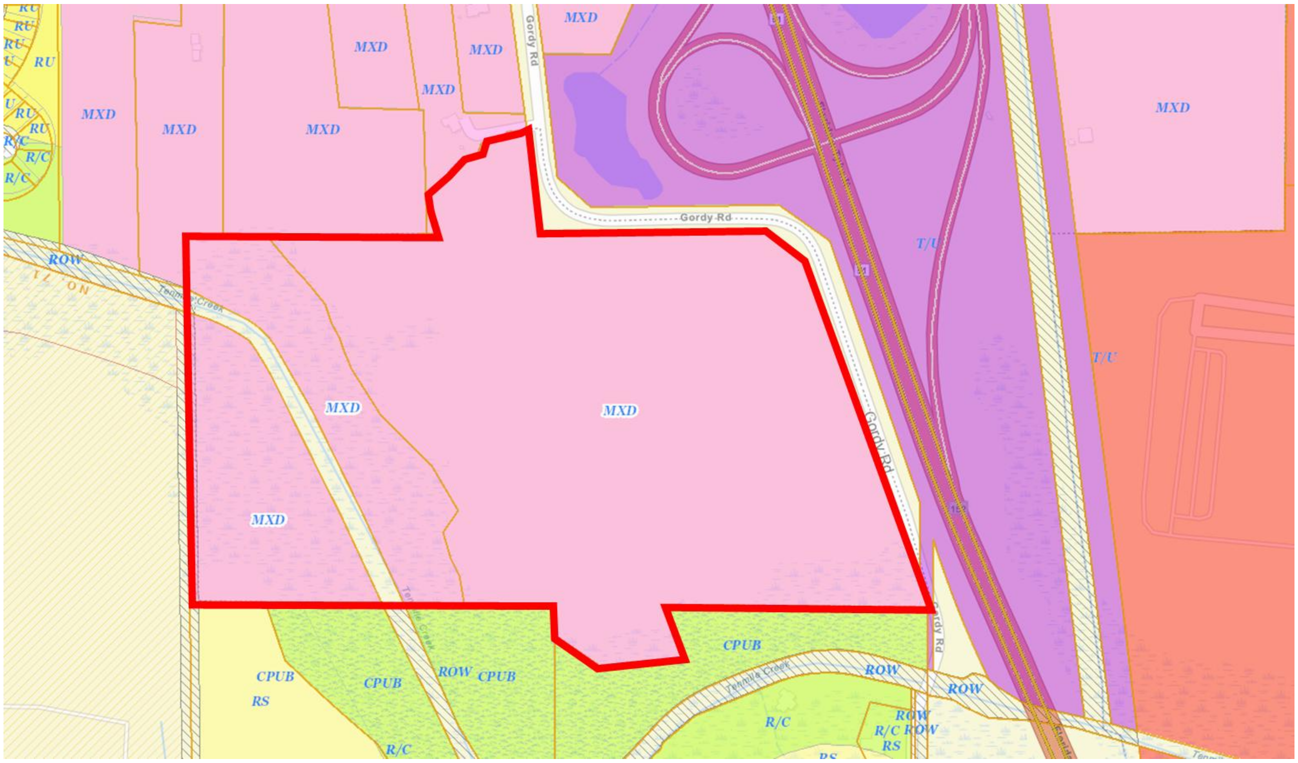
The property was annexed into the City in 2006, retaining the existing St. Lucie County zoning of AG-1 and given a City Future Land Use of Mixed-Use Development.

Location & City Limits:

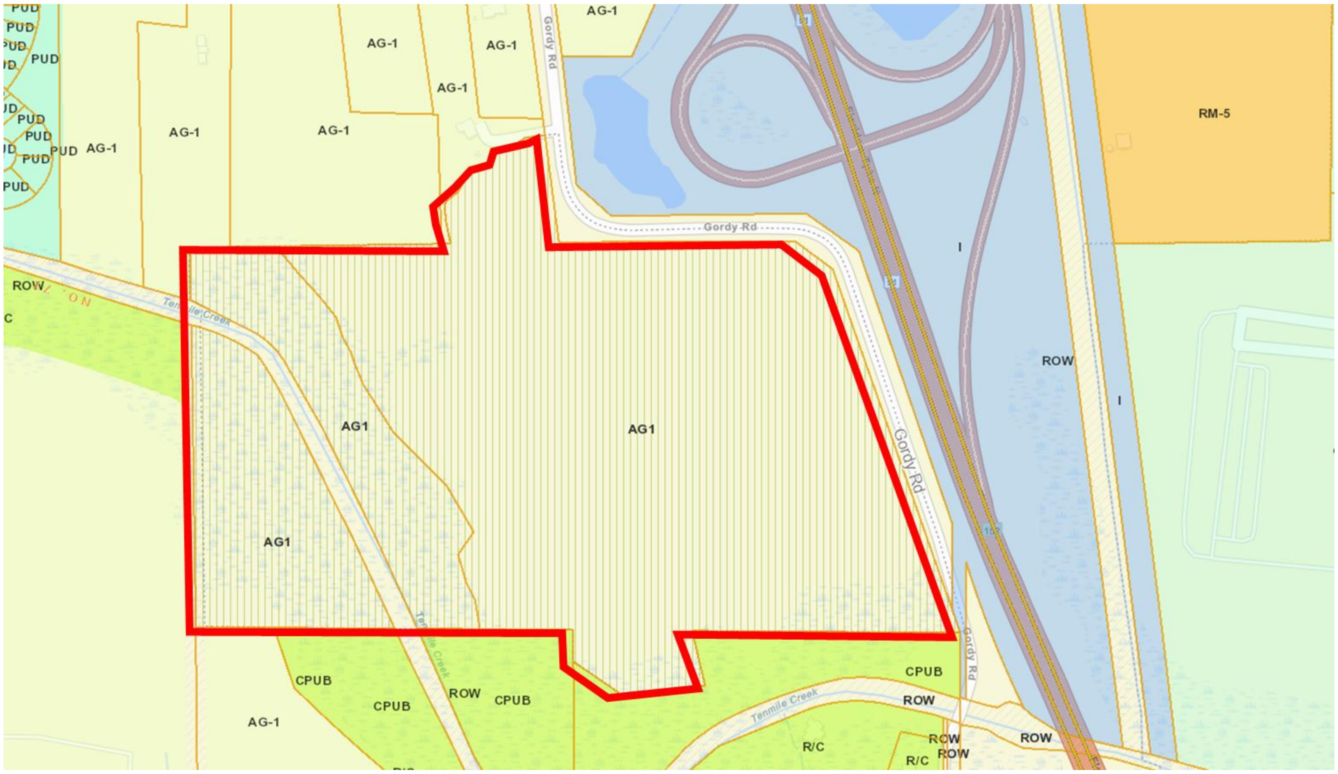

Okeechobee Rd
Darter Ct
Reynolds Dr
Metal Dr
I-95
95
Briargat
PHASE 1
Gordy Rd
SR-9
TURNPIKE
Flo
Tenmile Creek


Andrews Ave
Hidden Pines Rd
Okeechobee Rd
Cobblestone Dr
Wheaton Ter
Darter Ct
Crossroads Pkwy
Metal Dr
I-95
Cherimoya St
Rasberry Rd
McNeil Rd
Fort Pierce
Westglen Dr
TURNPIKE
S Jenkins Rd

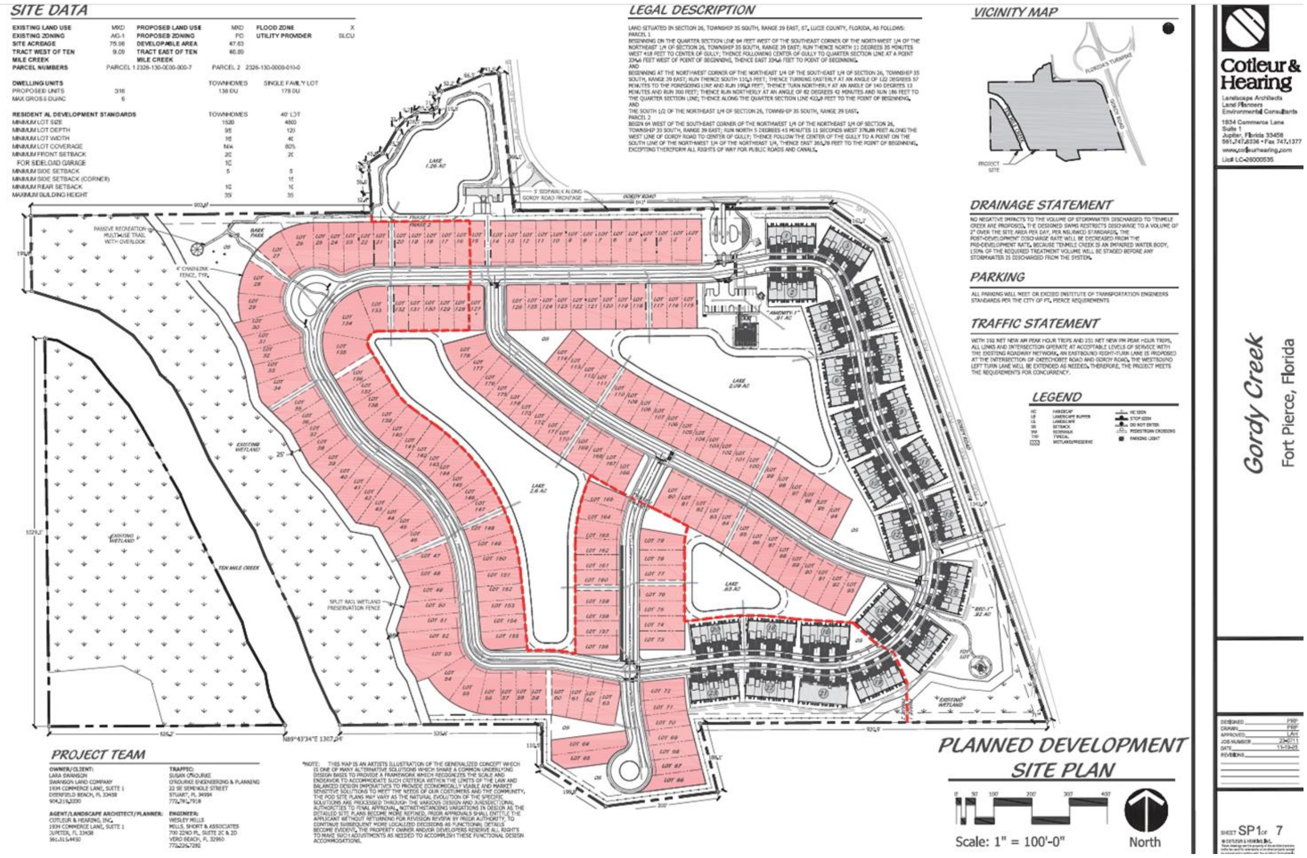
Future Land Use: City MXD maximum density 15 du/acre


MXD
RU
R/C
ROW
T/U
Gordy Rd
CPUB
RS
R/C

Current Zoning: AG-1 (County Agricultural) ***Proposed Zoning:*** Planned Development (PD)



PD FINAL SITE PLAN



SITE DATA

EXISTING LAND USE	MXD	PROPOSED LAND USE	MXD	FLOOD ZONE	X
EXISTING ZONING	AG-1	PROPOSED ZONING	PD	UTILITY PROVIDER	SLCU
SITE ACREAGE	75.98	DEVELOPABLE AREA	47.63		
TRACT WEST OF TEN MILE CREEK	9.09	TRACT EAST OF TEN MILE CREEK	66.89		
PARCEL NUMBERS	PARCEL 1 2326-130-0000-000-7	PARCEL 2	2326-130-0000-010-0		

DWELLING UNITS		TOWNHOMES	SINGLE FAMILY LOT
PROPOSED UNITS	316	138 DU	178 DU
MAX GROSS DU/AC	6		

RESIDENTIAL DEVELOPMENT STANDARDS	TOWNHOMES	40' LOT
MINIMUM LOT SIZE	1520	4800
MINIMUM LOT DEPTH	95	120
MINIMUM LOT WIDTH	16	40
MINIMUM LOT COVERAGE	N/A	80%
MINIMUM FRONT SETBACK	20	20
FOR SIDELOAD GARAGE	10	
MINIMUM SIDE SETBACK	5	5
MINIMUM SIDE SETBACK (CORNER)		15
MINIMUM REAR SETBACK	10	10
MAXIMUM BUILDING HEIGHT	35	35

LEGAL DESCRIPTION

LAND SITUATED IN SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, AS FOLLOWS:
PARCEL 1
BEGINNING ON THE QUARTER SECTION LINE 64 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN THENCE NORTH 11 DEGREES 35 MINUTES WEST 418 FEET TO CENTER OF GULLY; THENCE FOLLOWING CENTER OF GULLY TO QUARTER SECTION LINE AT A POINT 304.6 FEET WEST OF POINT OF BEGINNING, THENCE EAST 304.6 FEET TO POINT OF BEGINNING.
AND
BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN THENCE SOUTH 110.5 FEET; THENCE TURNING EASTERLY AT AN ANGLE OF 122 DEGREES 57 MINUTES TO THE FOREGOING LINE AND RUN 199.8 FEET; THENCE TURN NORTHERLY AT AN ANGLE OF 140 DEGREES 13 MINUTES AND RUN 300 FEET; THENCE RUN NORTHERLY AT AN ANGLE OF 82 DEGREES 42 MINUTES AND RUN 186 FEET TO THE QUARTER SECTION LINE; THENCE ALONG THE QUARTER SECTION LINE 422.8 FEET TO THE POINT OF BEGINNING.
AND
THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST.
PARCEL 2
BEGIN 64 WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN NORTH 5 DEGREES 45 MINUTES 11 SECONDS WEST 379.89 FEET ALONG THE WEST LINE OF GORDY ROAD TO CENTER OF GULLY; THENCE FOLLOW THE CENTER OF THE GULLY TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, THENCE EAST 365.78 FEET TO THE POINT OF BEGINNING.
EXCEPTING THEREFORM ALL RIGHTS OF WAY FOR PUBLIC ROADS AND CANALS.

VICINITY MAP

DRAINAGE STATEMENT

NO NEGATIVE IMPACTS TO THE VOLUME OF STORMWATER DISCHARGED TO TENMILE CREEK ARE PROPOSED. THE DESIGNED SWMS RESTRICTS DISCHARGE TO A VOLUME OF 2" OVER THE SITE AREA PER DAY, PER NSLRWCD STANDARDS. THE POST-DEVELOPMENT DISCHARGE RATE WILL BE DECREASED FROM THE PRE-DEVELOPMENT RATE. BECAUSE TENMILE CREEK IS AN IMPAIRED WATER BODY, 150% OF THE REQUIRED TREATMENT VOLUME WILL BE STAGED BEFORE ANY STORMWATER IS DISCHARGED FROM THE SYSTEM.

PARKING

ALL PARKING WILL MEET OR EXCEED INSTITUTE OF TRANSPORTATION ENGINEERS STANDARDS PER THE CITY OF FT. PIERCE REQUIREMENTS

TRAFFIC STATEMENT

WITH 192 NET NEW AM PEAK HOUR TRIPS AND 251 NET NEW PM PEAK HOUR TRIPS, ALL LINKS AND INTERSECTION OPERATE AT ACCEPTABLE LEVELS OF SERVICE WITH THE EXISTING ROADWAY NETWORK. AN EASTBOUND RIGHT-TURN LANE IS PROPOSED AT THE INTERSECTION OF OKEECHOBEE ROAD AND GORDY ROAD. THE WESTBOUND LEFT TURN LANE WILL BE EXTENDED AS NEEDED. THEREFORE, THE PROJECT MEETS THE REQUIREMENTS FOR CONCURRENCY.

LEGEND

HC	HANDICAP		HC SIGN
LB	LANDSCAPE BUFFER		STOP SIGN
LS	LANDSCAPE		DO NOT ENTER
SB	SETBACK		PEDESTRIAN CROSSING
SW	SIDEWALK	●	PARKING LIGHT
TYP	TYPICAL		
▨	WETLAND/PRESERVE		

PROJECT TEAM

OWNER/CLIENT:
LARA SWANSON
SWANSON LAND COMPANY
1934 COMMERCE LANE, SUITE 1
DEERFIELD BEACH, FL 33458
904.219.3330

TRAFFIC:
SUSAN O'ROURKE
O'ROURKE ENGINEERING & PLANNING
22 SE SEMINOLE STREET
STUART, FL 34994
772.781.7918

AGENT/LANDSCAPE ARCHITECT/PLANNER:
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.515.4450

ENGINEER:
WESLEY MILLS
MILLS, SHORT & ASSOCIATES
700 22ND PL, SUITE 2C & 2D
VERO BEACH, FL 32960
772.226.7282

*NOTE: THIS MAP IS AN ARTISTS ILLUSTRATION OF THE GENERALIZED CONCEPT WHICH IS ONE OF MANY ALTERNATIVE SOLUTIONS WHICH SHARE A COMMON UNDERLYING DESIGN BASIS TO PROVIDE A FRAMEWORK WHICH RECOGNIZES THE SCALE AND ENDEAVOR TO ACCOMMODATE SUCH CRITERIA WITHIN THE LIMITS OF THE LAW AND BALANCED DESIGN IMPERATIVES TO PROVIDE ECONOMICALLY VIABLE AND MARKET SENSITIVE SOLUTIONS TO MEET THE NEEDS OF OUR COSTUMERS AND THE COMMUNITY. THE POD SITE PLANS MAY VARY AS THE NATURAL EVOLUTION OF THE SPECIFIC SOLUTIONS ARE PROCESSED THROUGH THE VARIOUS DESIGN AND JURISDICTIONAL AUTHORITIES TO FINAL APPROVAL. NOTWITHSTANDING VARIATIONS IN DESIGN AS THE DETAILED SITE PLANS BECOME MORE REFINED, PRIOR APPROVALS SHALL ENTITLE THE APPLICANT WITHOUT RETURNING FOR REVISION REVIEW BY PRIOR AUTHORITY, TO CONTINUE SUBSEQUENT MORE LOCALIZED DECISIONS AS FUNCTIONAL DETAILS BECOME EVIDENT. THE PROPERTY OWNER AND/OR DEVELOPERS RESERVE ALL RIGHTS TO MAKE SUCH ADJUSTMENTS AS NEEDED TO ACCOMPLISH THESE FUNCTIONAL DESIGN ACCOMMODATIONS.

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 • Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

Gordy Creek
Fort Pierce, Florida

DESIGNED	PRP
DRAWN	PRP
APPROVED	LAH
JOB NUMBER	23-0711
DATE	11-19-25
REVISIONS	

SHEET SP1 OF 7

© COTLEUR & HEARING INC.

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.

PLANNING BOARD – March 10th, 2025.

The project was presented to the Planning Board at its March 10, 2025, meeting. The Board recommended that the project be forwarded to the City Commission for Approval with 11 conditions by a vote of 6-0.

ENVIRONMENTAL

By Bio-Tech Consulting – March 2024

Bio-Tech Consulting. conducted a site investigation throughout the property to survey for the presence of any listed plant or animal species.

The extent of all wetlands on the site were delineated by BTC in accordance with local, state and federal guidelines utilizing pink, “Bio-Tech Consulting” flagging tape. There are 18.045-acres of wetlands within the limits of the site. The on-site wetlands are located within the St. Lucie basin.

No direct wetland impacts are proposed.

Based on the review of available databases, the site is located within the CFA, but there is no record of a Wood Stork rookery on the site or within close proximity. The USFWS and the U.S. Army Corps of Engineers require that any impacts to on-site ditches and/or wetlands, which would eliminate a portion of the Wood Stork foraging habitat, be either mitigated through the purchase of mitigation credits or recreated elsewhere on-site so that there would be no net loss of Wood Stork foraging habitat.

Gopher Tortoise survey will be required prior to any site clearing activities.

Wetland Jurisdictional Boundaries will be required to be fully determined at time of Development Permits

TRAFFIC

By– TMC –Traffic and Mobility Consultants - October 2023

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 Detached Housing (Land Use Code 215) and Multi-Family Housing (Land Use Code 220) were applied to estimate the trips generated

The project will generate 2,675 new daily trips. There will be 192 AM peak hour trips with 49 entering the project and 143 trips exiting the project. The project will generate 251 new PM peak hour trips. There will be 158 trips entering the project and 93 trips exiting the project in the PM peak hour.

With 192 net new AM peak hour trips and 251 net new PM peak hour trips, all links and intersections operate at acceptable levels of service with the existing roadway network. An eastbound right-turn lane is proposed at the intersection of Okeechobee Road and Gordy Road. The westbound left turn lane will be extended as needed. 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
The School District recommends approval of the site plan which incorporates:

- A parent parking area, located just inside the gate, is now clearly identified for safe student drop-off and pick-up.
- A covered waiting area has been added for parents and students.
- Crosswalk striping has been included to provide a safe, direct path from the parent parking area to the new waiting area, helping to reduce pedestrian and vehicle conflicts near the bus turnaround.

PROPOSED CONDITIONS

1. The development shall conform to the approved Final PD Site Plan by Cotleur & Hearing, Job No. 23-0711, dated 11.19.2025 and all associated plans and documents.

2. The minimum Open Space shall be 50.62% of the Final PD Site Plan area.

3. The maximum Density shall be 6 dwelling units per acre of the Final PD Site Plan area.

4. All required State and Federal agency permits shall be required at time of Development Permit Compliance Review (DPCR).

5. Prior to the submittal of a Site Development Permit, and if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.

6. A detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.

7. A review of the tree survey and tree mitigation calculations shall be performed at the time of Development Permit Compliance Review (DPCR).

8. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.

9. A Final Plat shall be obtained prior to first certificate of occupancy of a residential unit.

10. The Final PD and PD Development Agreement binds successors in title to any commitments concerning completion of the project and its maintenance and operation.

11. All existing driveways not approved by St. Lucie County shall be fully removed and the area restored.

12. Drainage mitigation shall be required for any impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).

13. The existing westbound left turn lane at SR 70 and Gordy Road intersection shall be extended to accommodate the project traffic. The left turn/U-turn lane shall meet the minimum requirements in the Florida Design Manual (FDM). A queueing analysis shall be submitted at the time of permit to determine the required queue length.

14. Prior to issuance of the first residential certificate of occupancy the developer shall reconstruct the existing median opening at SR 70 and Rock Road intersection to an eastbound directional median opening. The left turn/U-turn lane shall meet the minimum requirements in the Florida Design Manual (FDM). A queueing analysis shall be submitted at the time of permit to determine the required queue length.

15. A Storm Water Pollution Prevention Plan shall be submitted with the Building Permit application if there will be more than one acre of “disturbed area” as defined by the Florida Department of Environmental Protection (FDEP).

16. The applicant shall donate any additional right-of-way required to implement the proposed improvements to the Florida Department of Transportation.

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 Improvement in coordination with FDOT and St. Lucie County.

B. Bus Stop: A school bus stop.

C. Protection and Preservation of a Wetland and Preserve Area and implementation of a PAMP.

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 sixteen (16) conditions of approval.

(additional conditions added after the Planning Board to address Florida Department of Transportation comments)

ALTERNATIVE RECOMMENDATIONS

Approve with Additional/Alternative Conditions.

Or

Disapprove.

Cotleur & Hearing

Gordy Creek
Final Planned Development
Ordinance 25-036

City Commission – December 1st, 2025
Fort Pierce, Florida

Project Team| The professionals

Applicant – Swanson Land Company

- Lara Swanson

Landscape Architects and Planners – Cotleur & Hearing

- George Missimer, AICP
- Leah Heinzelmann, PLA
- Phobe Prentner

Civil Engineer – Mills Short Associates

- Wesley Mills, P.E.
- Katie Rogers

Traffic Engineer- O'Rourke Engineering & Planning

- Luke Lambert, AICP, PTP

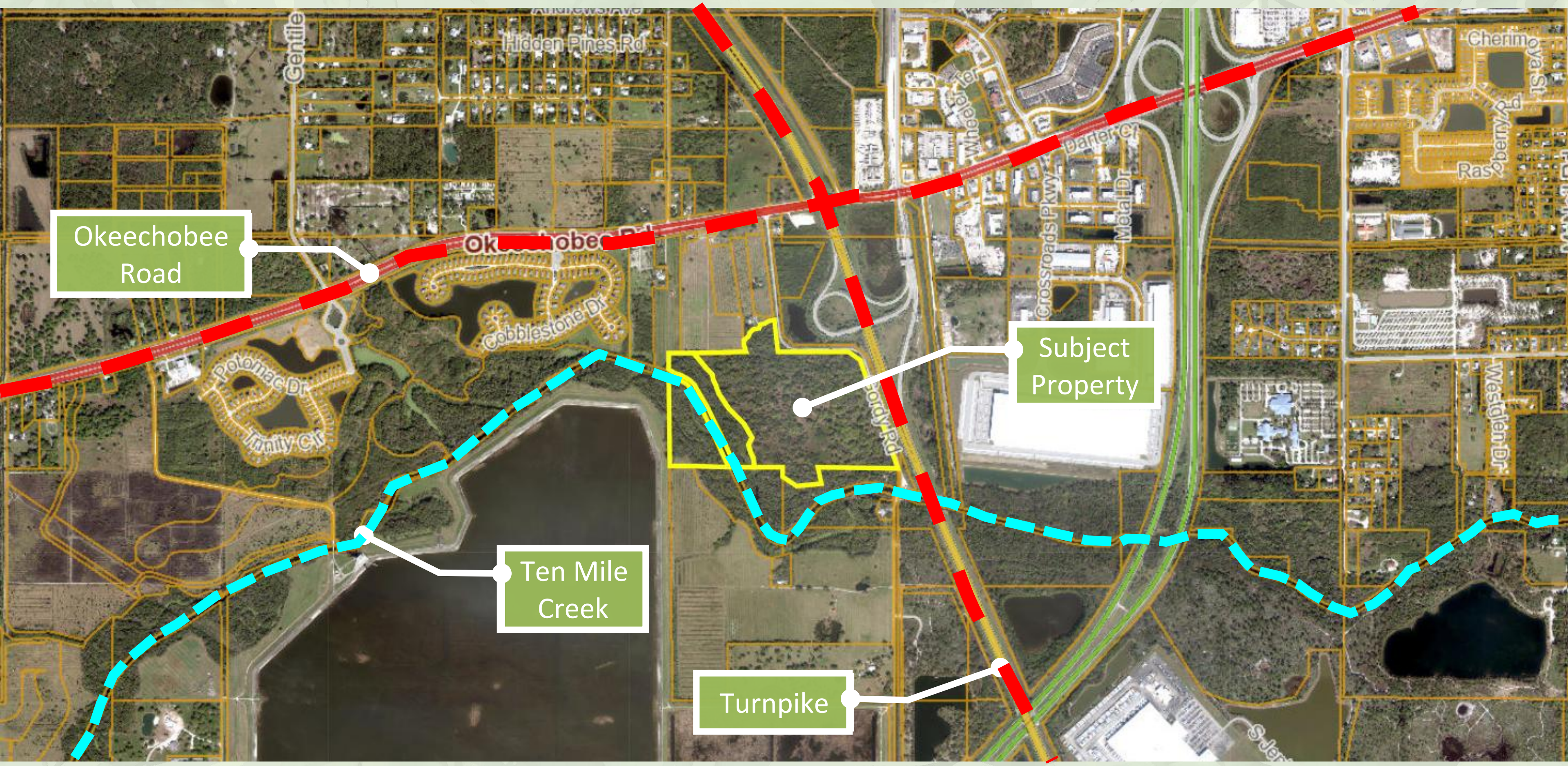
Request | Ordinance 25-036

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.

Site | Property Overview

- Property: +/- 75.98 AC
- Existing Land Use: Mixed Use (MXD)
- Proposed Land Use: Mixed Use (MXD)
- Existing Zoning: Agricultural (AG-1)
  - This is a previous St Lucie County zoning that was never rezoned after the site was annexed into Fort Pierce
- Proposed Zoning: Final Planned Development (up to 6 du/ac)
- **The request is consistent with the Comprehensive plan and Applicable Land Development Regulations.**

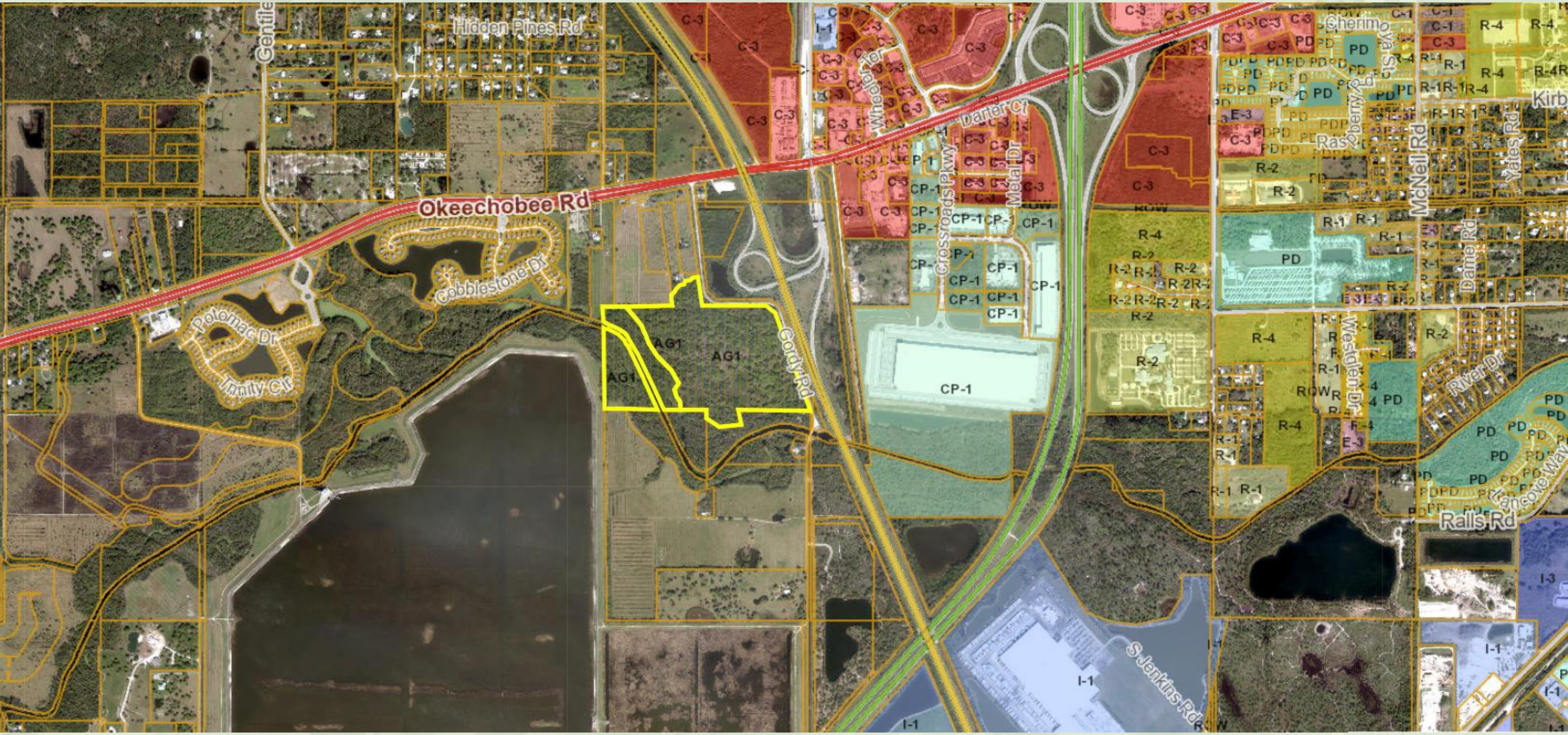
Location | Map


Okeechobee Road
Subject Property
Ten Mile Creek
Turnpike
Okeechobee Rd
Hidden Pines Rd
Andrews Ave
Gentile
Cobblestone Dr
Potomac Dr
Trinity Cir
Wheeler Ter
Darter Ct
Crossroads Pkwy
Metal Dr
Cherimoya St
Rasberry Rd
Westglen Dr
S Jenkins

Context | Zoning Map

Cotleur & Hearing

The property is located in proximity to the highly active and intensive node that is the interchange of Okeechobee Road and I-95 as well as the interchange of Okeechobee Road and the Turnpike. The proximity to these Commercial and Commercial Parkway zoning districts will provide additional housing opportunities for workers in the area.


Hidden Pines Rd
Gentile
Okeechobee Rd
Cobblestone Dr
Potomac Dr
Trinity Cir
Cordy Rd
Wheeler Ter
Darter Ct
Crossroads Pkwy
Metal Dr
S Jenkins Rd
Cherimoya St
Dewberry Rd
McNeil Rd
Dame Rd
Yates Rd
Westglen Dr
River Dr
Lancove Way
Ralls Rd
AG1
C-1
C-3
CP-1
PD
R-1
R-2
R-4
E-3
I-1
I-3
ROW

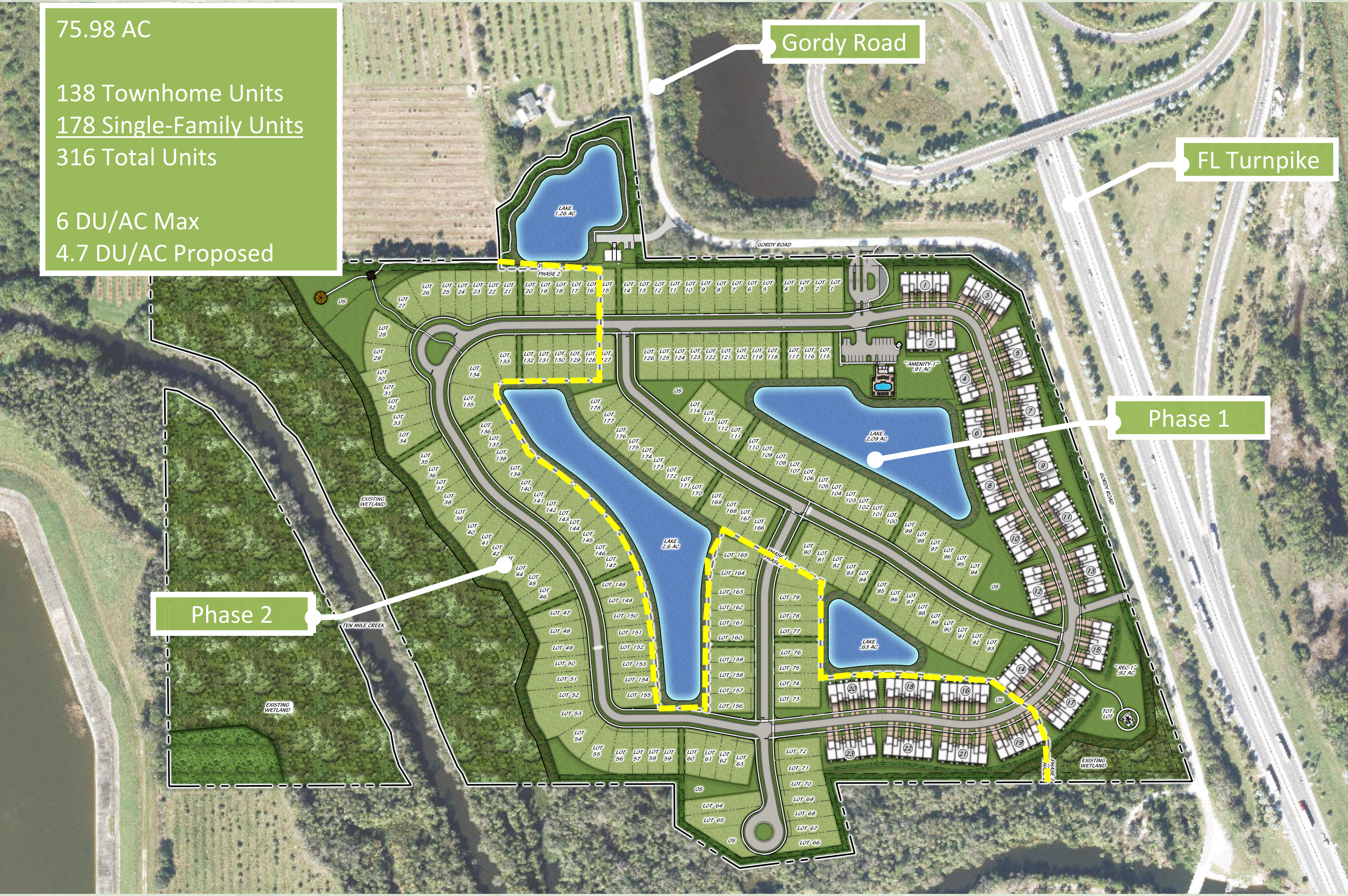
Site | Proposed Site Plan

Cotleur & Hearing

75.98 AC

138 Townhome Units
178 Single-Family Units
316 Total Units

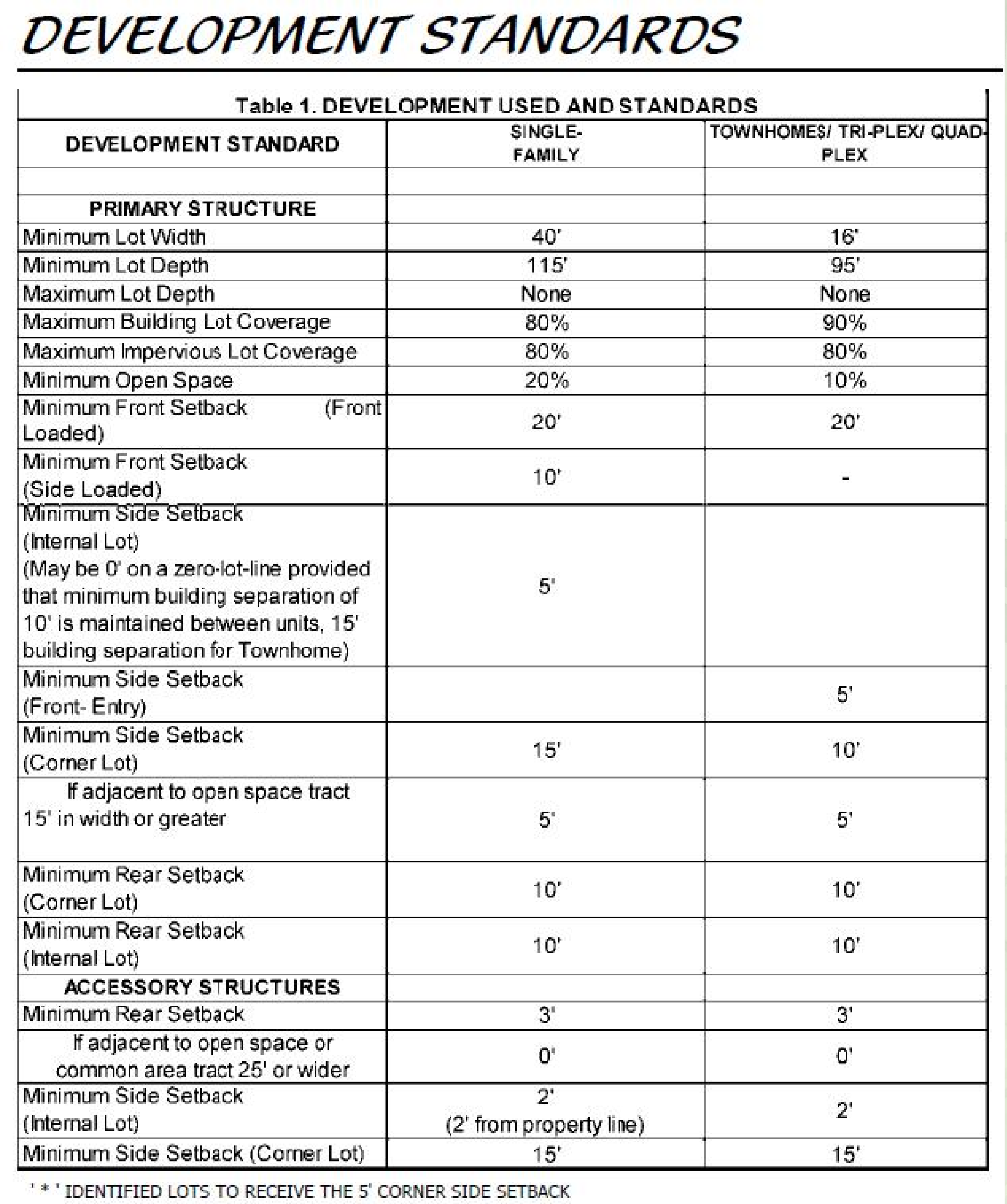
6 DU/AC Max
4.7 DU/AC Proposed



Gordy Road
FL Turnpike
Phase 1
Phase 2
LAKE 1.26 AC
LAKE 2.09 AC
LAKE 2.6 AC
LAKE .63 AC
GORDY ROAD
AMENITY-1 .91 AC
REC-1 .92 AC
TOT LOT
EXISTING WETLAND
TEN MILE CREEK
PHASE 1
PHASE 2
OS

Site | Data Overview

- Site Acreage: 75.98 AC
- Density: 316 units (4.7 DU/AC)
- **Open Space: 50.9% (includes more than 17 acres Preserve)**
- **Public Access Trail: More than 1,300 feet in length**
- Maximum Building Height: 35-feet
- 25-foot wide Perimeter Landscape Buffers



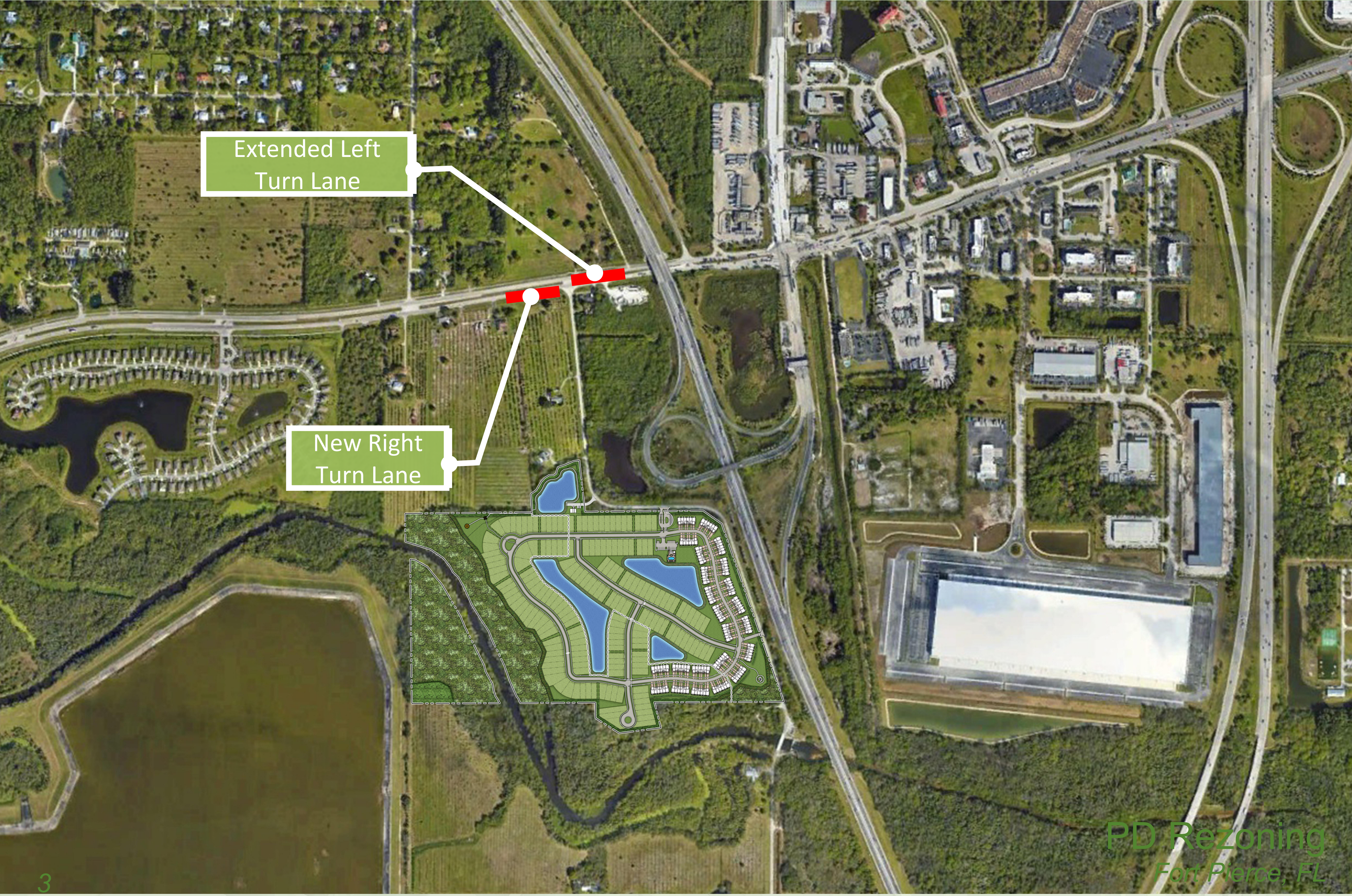
DEVELOPMENT STANDARDS

Table 1. DEVELOPMENT USED AND STANDARDS

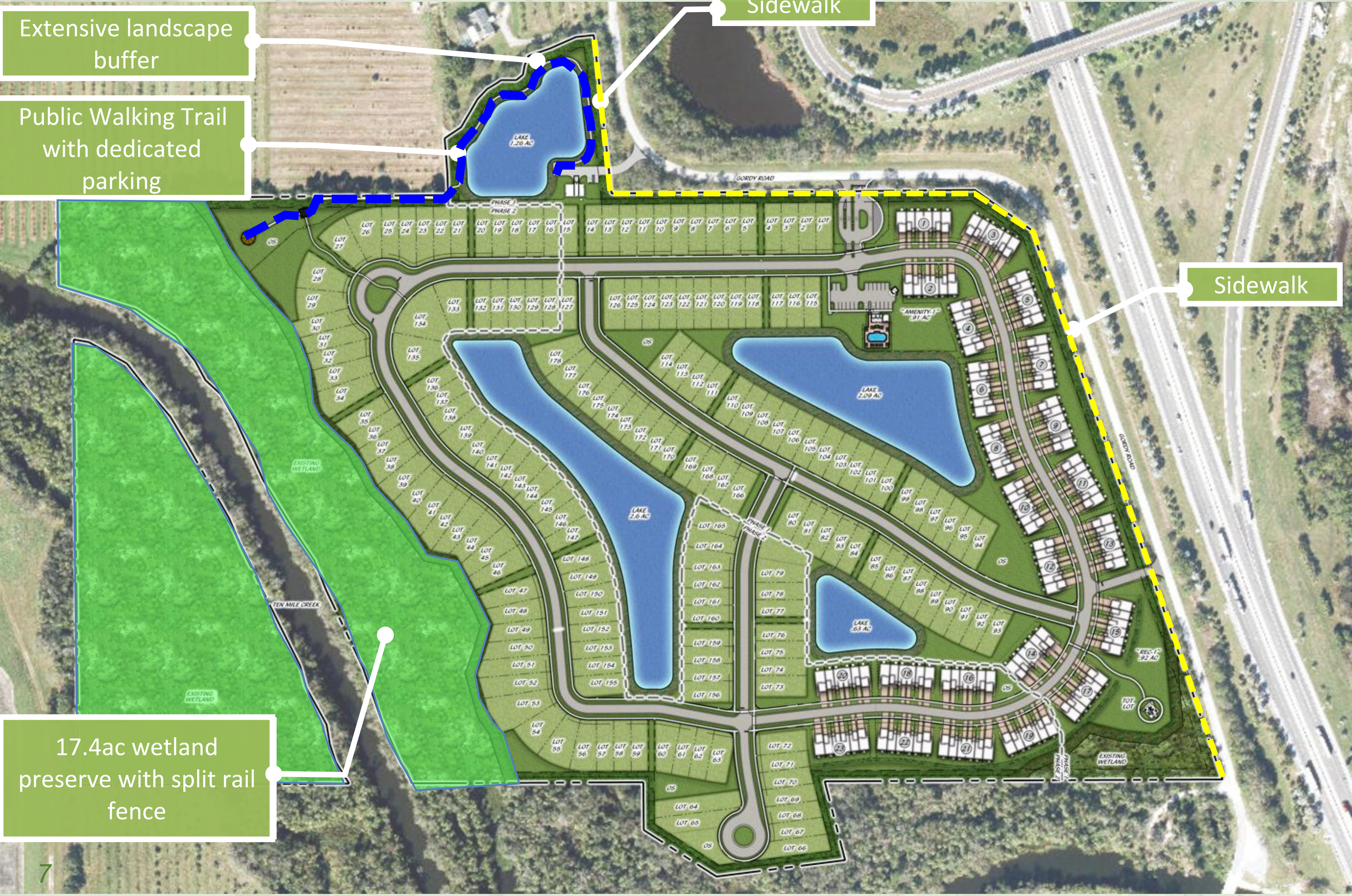
DEVELOPMENT STANDARD	SINGLE-FAMILY	TOWNHOMES/ TRI-PLEX/ QUAD-PLEX
PRIMARY STRUCTURE		
Minimum Lot Width	40'	16'
Minimum Lot Depth	115'	95'
Maximum Lot Depth	None	None
Maximum Building Lot Coverage	80%	90%
Maximum Impervious Lot Coverage	80%	80%
Minimum Open Space	20%	10%
Minimum Front Setback (Front Loaded)	20'	20'
Minimum Front Setback (Side Loaded)	10'	-
Minimum Side Setback (Internal Lot) (May be 0' on a zero-lot-line provided that minimum building separation of 10' is maintained between units, 15' building separation for Townhome)	5'	
Minimum Side Setback (Front- Entry)		5'
Minimum Side Setback (Corner Lot)	15'	10'
If adjacent to open space tract 15' in width or greater	5'	5'
Minimum Rear Setback (Corner Lot)	10'	10'
Minimum Rear Setback (Internal Lot)	10'	10'
ACCESSORY STRUCTURES		
Minimum Rear Setback	3'	3'
If adjacent to open space or common area tract 25' or wider	0'	0'
Minimum Side Setback (Internal Lot)	2' (2' from property line)	2'
Minimum Side Setback (Corner Lot)	15'	15'

' * ' IDENTIFIED LOTS TO RECEIVE THE 5' CORNER SIDE SETBACK

Site | Property Overview


Extended Left Turn Lane
New Right Turn Lane

Site | Proposed Site plan


LAKE 1.26 AC
GORDY ROAD
PHASE 1
PHASE 2
AMENITY-1 .91 AC
LAKE 2.09 AC
LAKE 2.6 AC
LAKE .63 AC
REC-1 .92 AC
TOT LOT
EXISTING WETLAND
TEN MILE CREEK
OS

Extensive landscape buffer

Public Walking Trail with dedicated parking

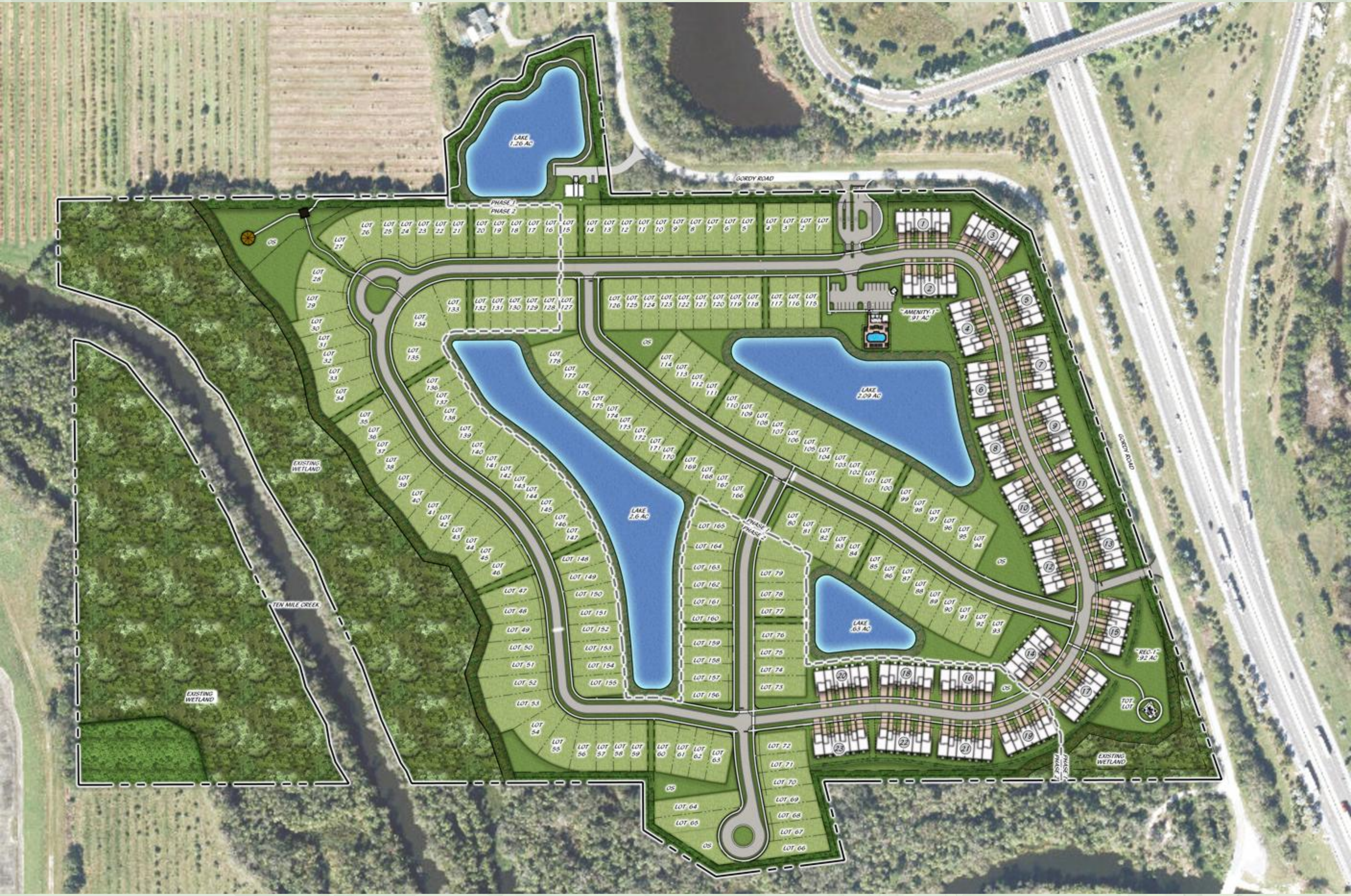
Sidewalk

Sidewalk

17.4ac wetland preserve with split rail fence

Site | Proposed Site plan

Cotleur & Hearing


LAKE 1.26 AC
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PHASE 1
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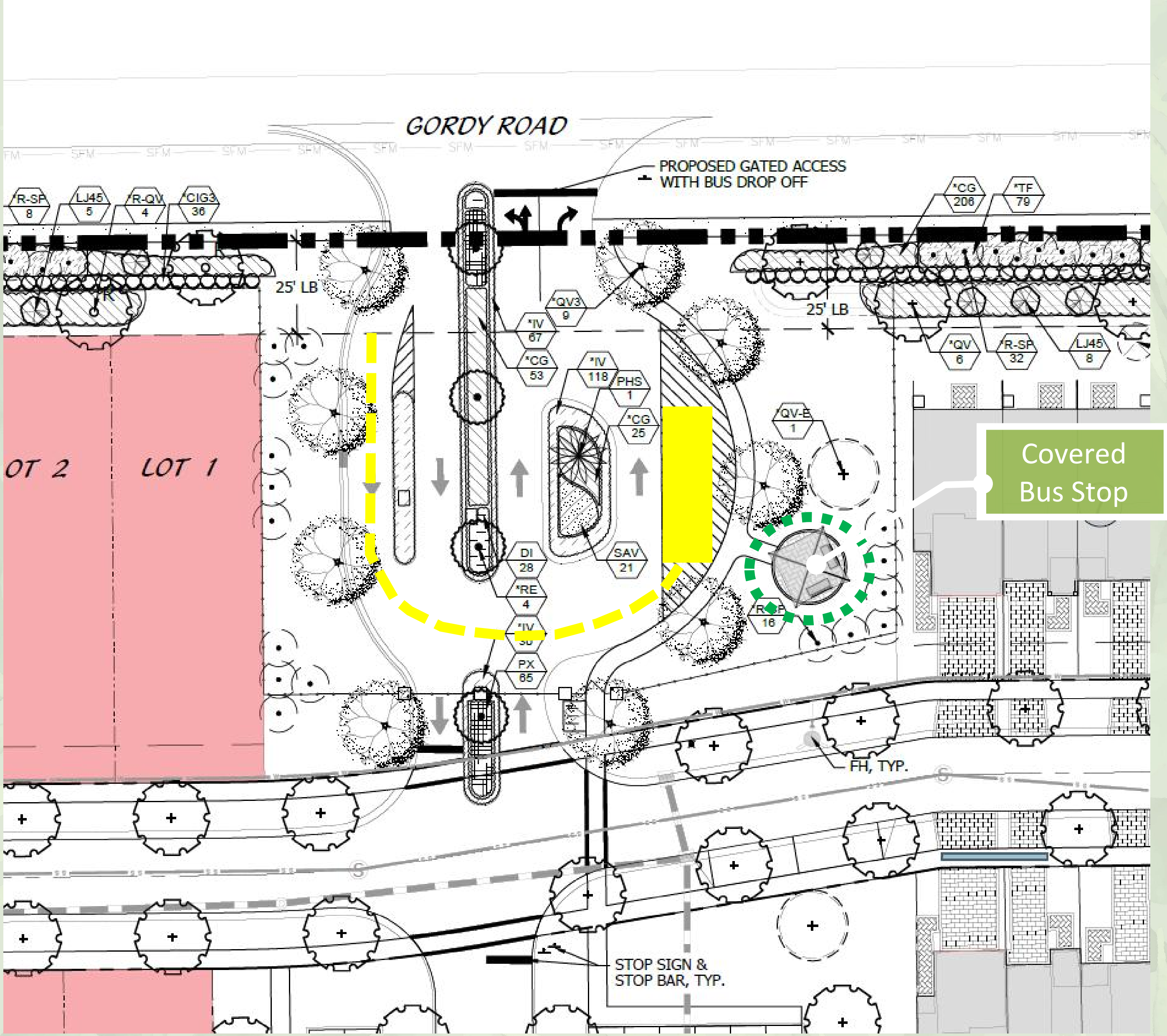
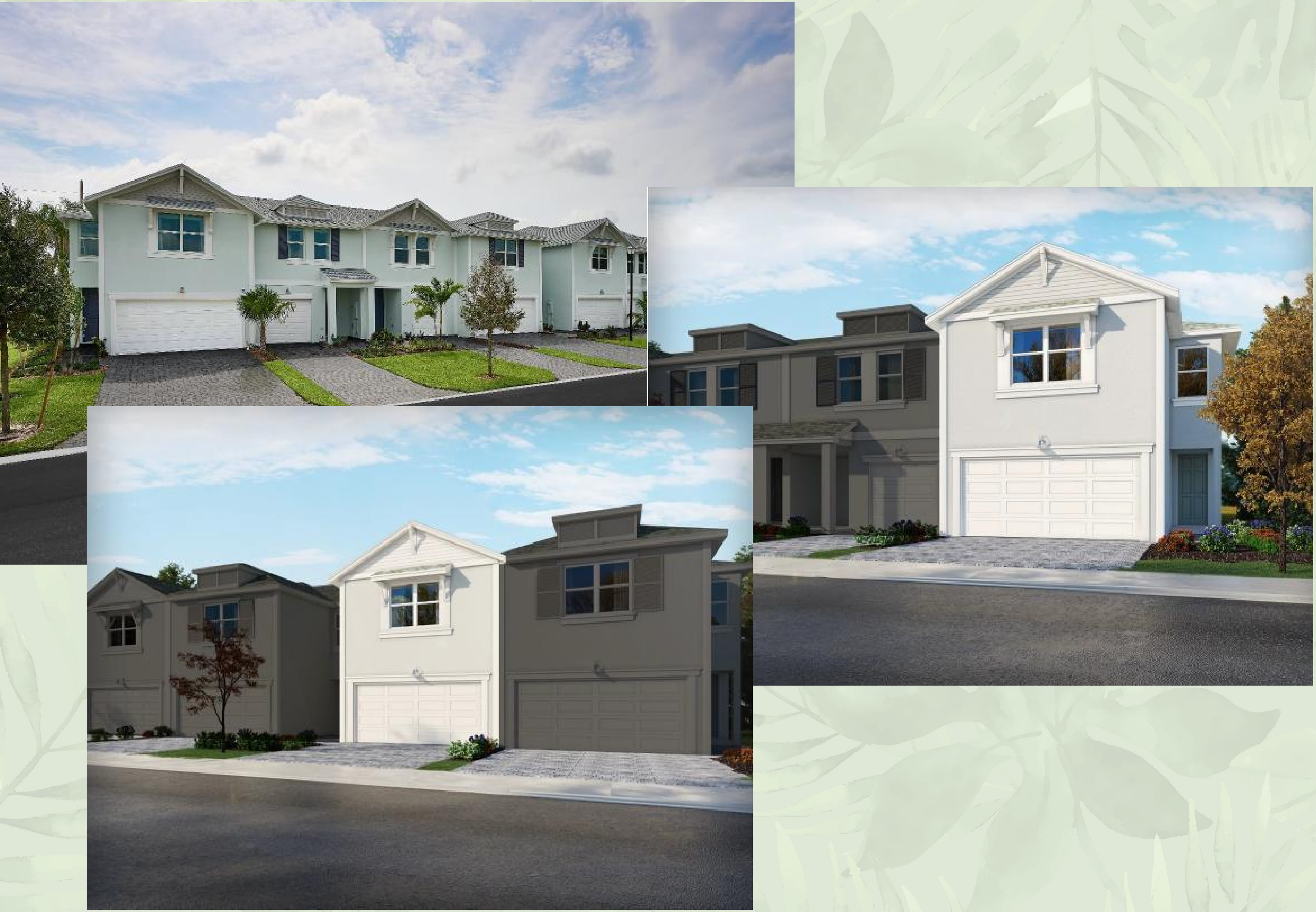
OS
AMENITY-1 .91 AC
LAKE 2.09 AC
LAKE 2.6 AC
LAKE .63 AC
EXISTING WETLAND
TEN MILE CREEK
REC-1 .92 AC
TOT LOT

Site | Bus Stop


GORDY ROAD
PROPOSED GATED ACCESS WITH BUS DROP OFF
25' LB
25' LB
OT 2
LOT 1
R-SP 8
LJ45 5
R-QV 4
CIG3 36
*CG 206
*TF 79
QV3 9
*IV 67
*CG 53
*IV 118
PHS 1
*CG 25
*QV 6
R-SP 32
LJ45 8
QV-E 1
DI 28
SAV 21
*RE 4
*IV 30
PX 65
R-SP 16
FH, TYP.
STOP SIGN & STOP BAR, TYP.

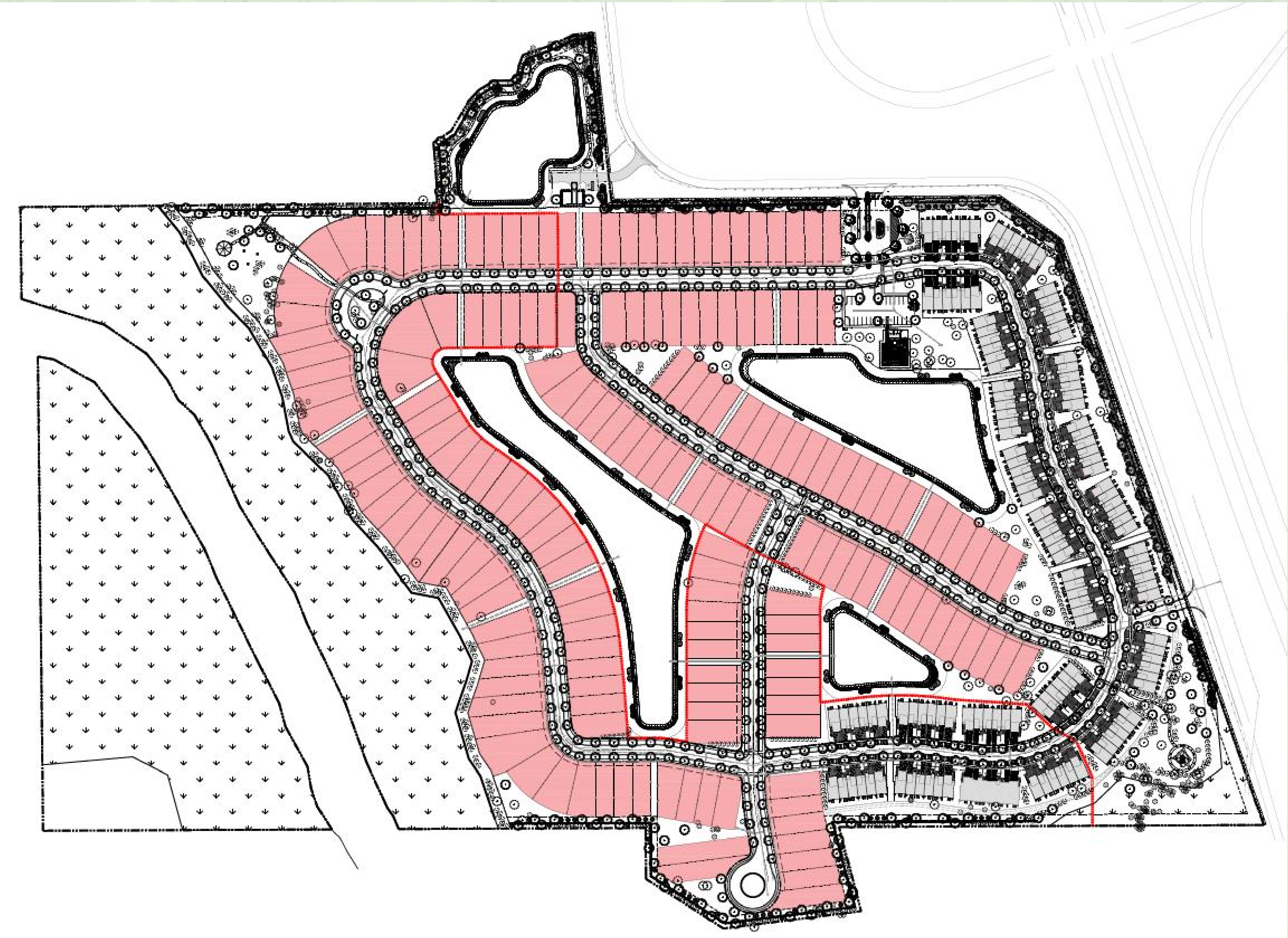
Covered Bus Stop

Architecture

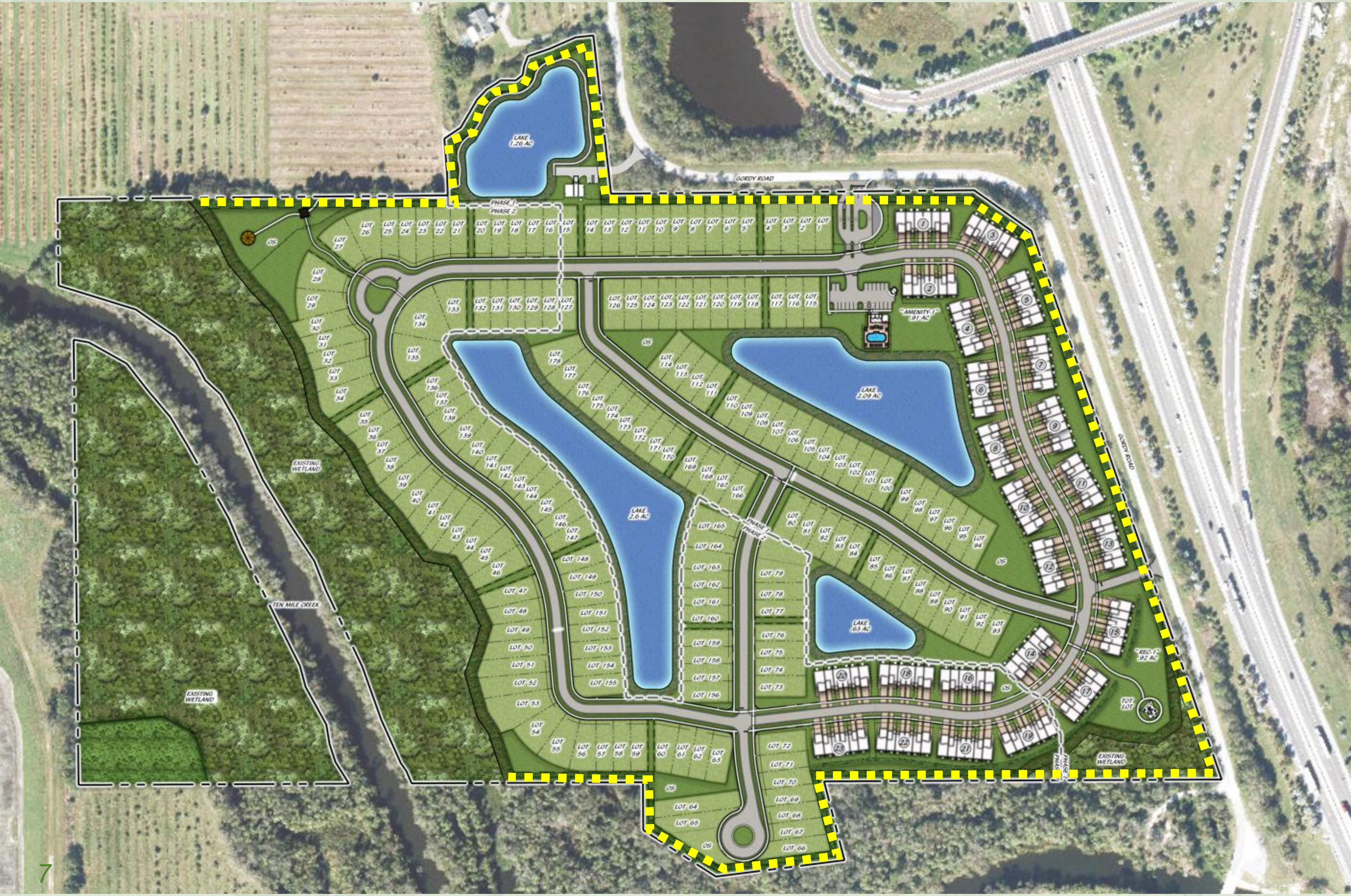


Architecture|

Landscape



Landscape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EXISTING WETLAND
TEN MILE CREEK
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LOT 178

Conclusion

Request is consistent with the provisions in the Comprehensive Plan, Underlying Land Use and Land Development Regulations.

Technical Review Committee recommends approval of the project, Planning and Zoning Board recommended Approval.

Conclusion

Cotleur & Hearing

Thank You

Questions?

ORDINANCE NO. 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 FINAL 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.

WHEREAS, the subject proposal incorporates two (2) parcels generally located at or near the southwest corner of Okeechobee Road and the Florida Turnpike and approximately 1500 feet south of Okeechobee Road, within the City of Fort Pierce, Florida, representing approximately 75.981 acres of land; and

WHEREAS, a map depicting the subject property is attached hereto as **Exhibit "A"**; and

WHEREAS, the subject property, is presently designated as (AG-1) Saint Lucie County Agricultural (1 Dwelling Unit per acre) with a Future Land Use of Mixed-Use Development; and

WHEREAS, the Applicant has applied for rezoning of the subject property from AG-1, Saint Lucie County Agricultural (1 du/ac) Zone to PD, Planned Development Zone; and

WHEREAS, the proposed zoning atlas map amendment (rezoning) is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs; and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 125-136; and

WHEREAS, pursuant to City Code 125-212, PD zoning is permitted in the City subject to a Planned Development Zoning Agreement; and

WHEREAS, the City of Fort Pierce Planning Board, at their March 10, 2025, meeting, voted 6 to 0 to recommend approval of the proposed request for these parcels; and

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. From and after the effective date hereof, the two (2) properties legally described in **Exhibit "B"**, attached hereto, and incorporated fully herein by reference, said properties being generally located at or near 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 shall be rezoned and the Zoning Designation is hereby changed from Saint Lucie County Agricultural (1 du/ac) Zone to Planned Development, PD, as depicted at **Exhibit "A"** and the Legal Description at **Exhibit "B,"** and are made subject to the Final Site Plan at **Exhibit "C",** the Development Standards at **Exhibit "D"**, the Conditions of Development at Exhibit "E" and the Planned Development Zoning Agreement at **Exhibit "F"**, all attached hereto and incorporated herein.

SECTION 3. The Planned Development Zoning Agreement at **Exhibit "F",** 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-XXX was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on 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 XXX, 2025; and was duly introduced, read by title only, and passed on second and final reading XXX, 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 NNth day of NNN 2025.

____
Linda Hudson
Mayor Commissioner

ATTEST:

____
Linda W. Cox
City Clerk

(City Seal)

EXHIBIT A

Zoning Atlas Map Amendment

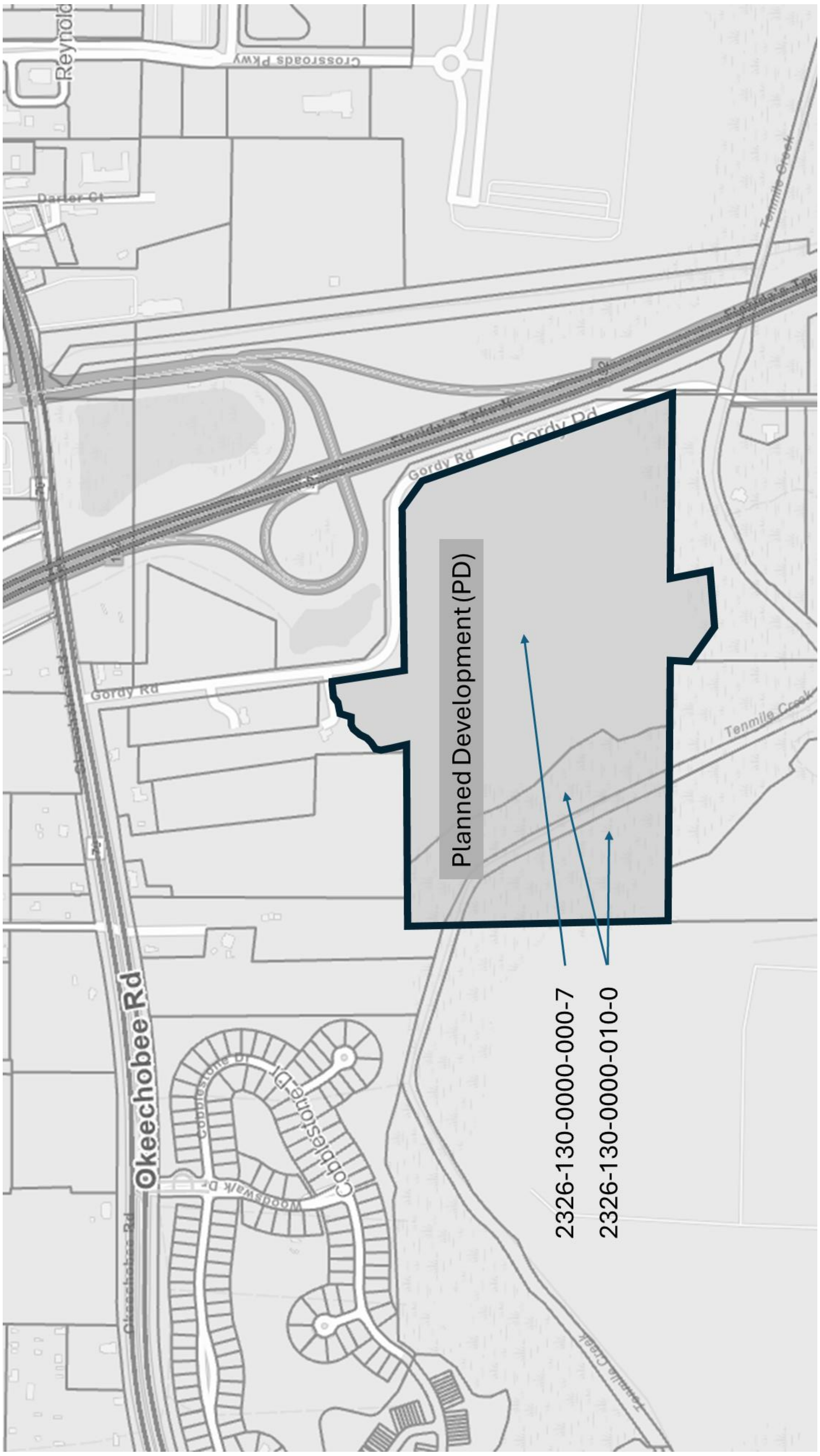

Reynolds
Crossroads Pkwy
Darter Ct
Tenmile Creek
Gordy Rd
Gordy Rd
Gordy Rd
Planned Development (PD)
Tenmile Creek
Okeechobee Rd
Okeechobee Rd
Cobblestone Dr
Cobblestone Dr
Woodswalk Dr
Tenmile Creek
2326-130-0000-000-7
2326-130-0000-010-0

EXHIBIT B

Legal Description

LANDS SITUATED IN SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, AS FOLLOWS:

PARCEL 1: Parcel ID(s): 2326-130-0000-000-7

BEGINNING ON THE QUARTER SECTION LINE 64 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN THENCE NORTH 11 DEGREES 35 MINUTES WEST 418 FEET TO CENTER OF GULLY; THENCE FOLLOWING CENTER OF GULLY TO QUARTER SECTION LINE AT A POINT 334.6 FEET WEST OF POINT OF BEGINNING, THENCE EAST 334.6 FEET TO POINT OF BEGINNING.

AND

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN THENCE SOUTH 110.5 FEET; THENCE TURNING EASTERLY AT AN ANGLE OF 122 DEGREES 57 MINUTES TO THE FOREGOING LINE AND RUN 199.8 FEET; THENCE TURN NORTHERLY AT AN ANGLE OF 140 DEGREES 13 MINUTES AND RUN 300 FEET; THENCE RUN NORTHERLY AT AN ANGLE OF 82 DEGREES 42 MINUTES AND RUN 186 FEET TO THE QUARTER SECTION LINE; THENCE ALONG THE QUARTER

SECTION LINE 422.8 FEET TO THE POINT OF BEGINNING.

AND

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST.

AND

PARCEL 2: Parcel ID:2326-130-0000-010-0

BEGIN 64 WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST ¼ OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN NORTH 5 DEGREES 45 MINUTES 11 SECONDS WEST 378.88 FEET ALONG THE WEST LINE OF GORDY ROAD TO CENTER OF GULLY; THENCE FOLLOW THE CENTER OF THE GULLY TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE EAST 365.78 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL RIGHTS OF WAY FOR PUBLIC ROADS AND CANALS.

PARCELS CONTAINING A TOTAL OF 3,309,736.76 SQUARE FEET (75.981 ACRES) MORE OR LESS.

EXHIBIT C

PD Final Site Plan

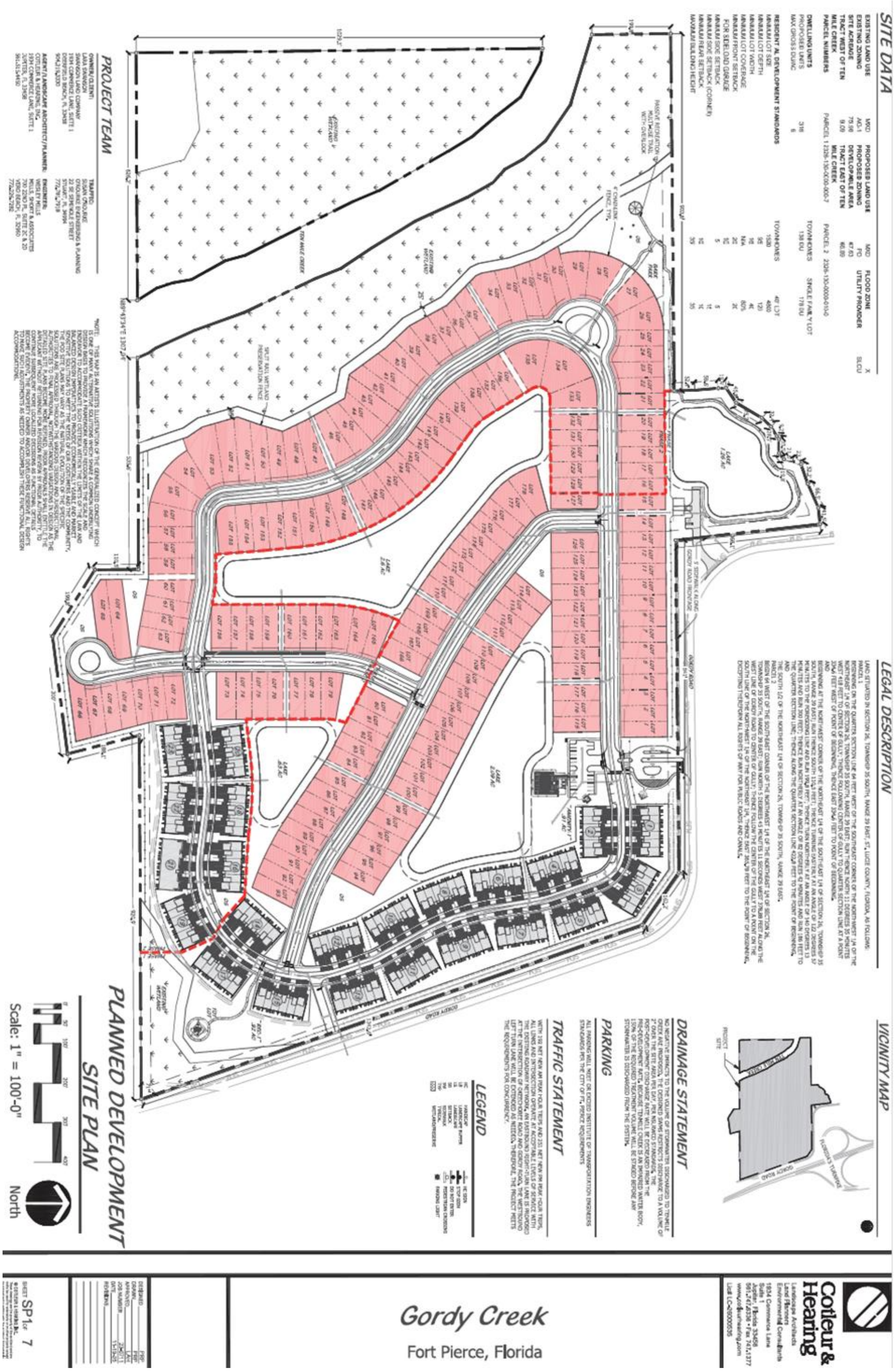
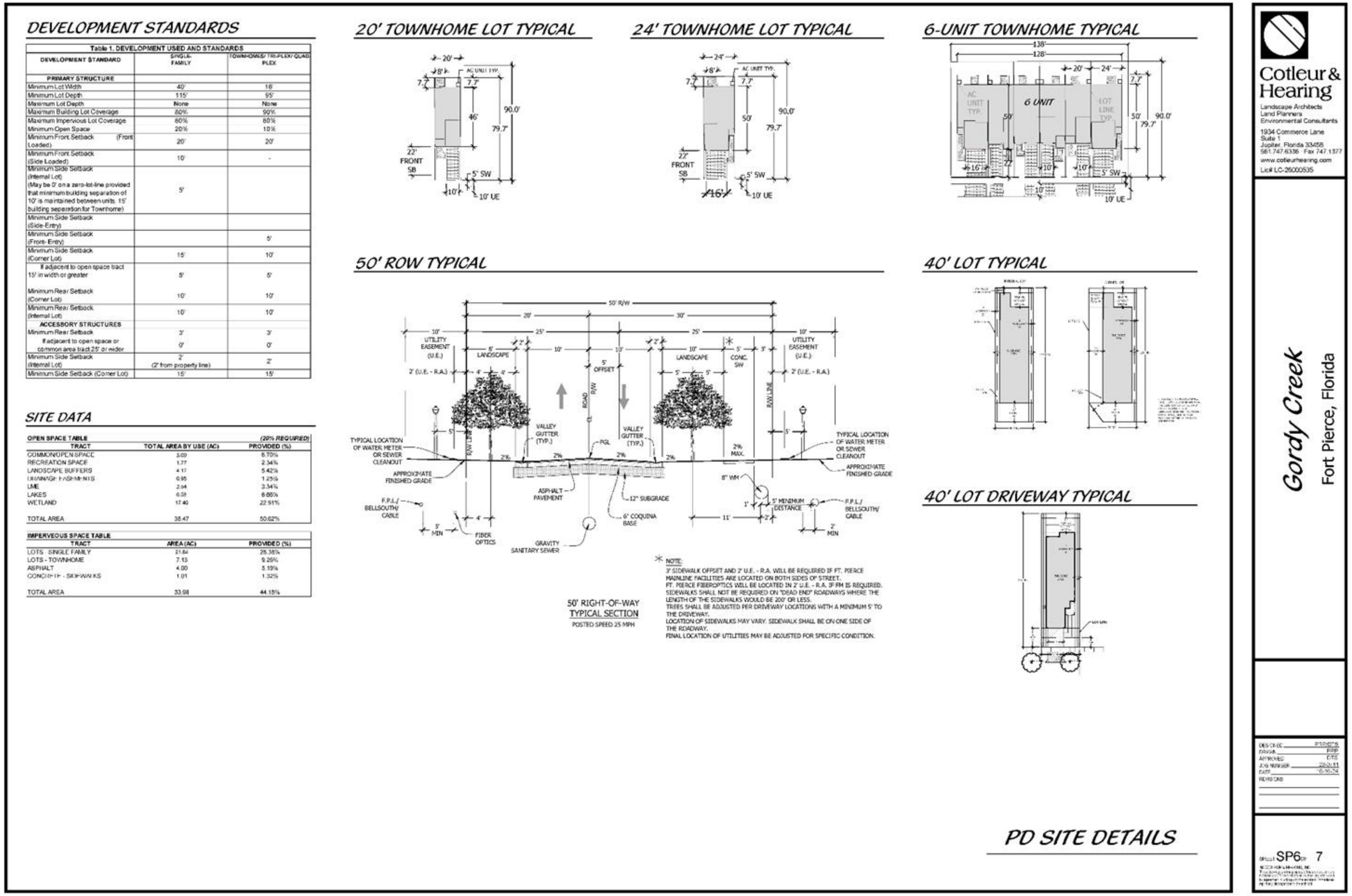

SITE DATA
LEGAL DESCRIPTION
VICINITY MAP
DRAINAGE STATEMENT
PARKING
TRAFFIC STATEMENT
LEGEND
PROJECT TEAM
PLANNED DEVELOPMENT SITE PLAN
Scale: 1" = 100'-0"
North
Gordy Creek
Fort Pierce, Florida
Cotleur & Hearing
SP1 of 7

EXHIBIT D

PD Final Site Plan Development Standards



DEVELOPMENT STANDARDS

Table 1. DEVELOPMENT USED AND STANDARDS

DEVELOPMENT STANDARD	SINGLE-FAMILY	TOWNHOMES/ TRI-PLEX/ QUAD-PLEX
PRIMARY STRUCTURE		
Minimum Lot Width	40'	18'
Minimum Lot Depth	115'	95'
Maximum Lot Depth	None	None
Maximum Building Lot Coverage	80%	90%
Maximum Impervious Lot Coverage	80%	80%
Minimum Open Space	20%	10%
Minimum Front Setback (Front Loaded)	20'	20'
Minimum Front Setback (Side Loaded)	10'	-
Minimum Side Setback (Internal Lot) (May be 0' on a zero-lot-line provided that minimum building separation of 10' is maintained between units. 15' building separation for Townhome)	5'	
Minimum Side Setback (Side-Entry)		
Minimum Side Setback (Front- Entry)		5'
Minimum Side Setback (Corner Lot)	15'	10'
If adjacent to open space tract 15' in width or greater	5'	5'
Minimum Rear Setback (Corner Lot)	10'	10'
Minimum Rear Setback (Internal Lot)	10'	10'
ACCESSORY STRUCTURES		
Minimum Rear Setback	3'	3'
If adjacent to open space or common area tract 25' or wider	0'	0'
Minimum Side Setback (Internal Lot)	2' (2' from property line)	2'
Minimum Side Setback (Corner Lot)	15'	15'

SITE DATA

OPEN SPACE TABLE (20% REQUIRED)

TRACT	TOTAL AREA BY USE (AC)	PROVIDED (%)
COMMON/OPEN SPACE	5.09	6.70%
RECREATION SPACE	1.77	2.34%
LANDSCAPE BUFFERS	4.17	5.42%
DRAINAGE EASEMENTS	0.95	1.25%
LME	2.54	3.34%
LAKES	6.58	8.66%
WETLAND	17.40	22.91%
TOTAL AREA	38.47	50.62%

IMPERVEOUS SPACE TABLE

TRACT	AREA (AC)	PROVIDED (%)
LOTS - SINGLE FAMILY	21.84	28.38%
LOTS - TOWNHOME	7.13	9.28%
ASPHALT	4.00	5.19%
CONCRETE - SIDEWALKS	1.01	1.32%
TOTAL AREA	33.98	44.15%

20' TOWNHOME LOT TYPICAL

24' TOWNHOME LOT TYPICAL

6-UNIT TOWNHOME TYPICAL

50' ROW TYPICAL

50' RIGHT-OF-WAY
TYPICAL SECTION
POSTED SPEED 25 MPH

* NOTE:
3' SIDEWALK OFFSET AND 2' U.E. - R.A. WILL BE REQUIRED IF FT. PIERCE MAINLINE FACILITIES ARE LOCATED ON BOTH SIDES OF STREET.
FT. PIERCE FIBEROPTICS WILL BE LOCATED IN 2' U.E. - R.A. IF FM IS REQUIRED.
SIDEWALKS SHALL NOT BE REQUIRED ON "DEAD END" ROADWAYS WHERE THE LENGTH OF THE SIDEWALKS WOULD BE 200' OR LESS.
TREES SHALL BE ADJUSTED PER DRIVEWAY LOCATIONS WITH A MINIMUM 5' TO THE DRIVEWAY.
LOCATION OF SIDEWALKS MAY VARY. SIDEWALK SHALL BE ON ONE SIDE OF THE ROADWAY.
FINAL LOCATION OF UTILITIES MAY BE ADJUSTED FOR SPECIFIC CONDITION.

40' LOT TYPICAL

40' LOT DRIVEWAY TYPICAL

PD SITE DETAILS

20'
8'
AC UNIT TYP.
7.7'
46'
90.0'
79.7'
22' FRONT SB
5' SW
10'
10' UE
24'
50'
16'
138'
128'
6 UNIT
AC UNIT TYP.
LOT LINE TYP.
50' R/W
20'
30'
25'
10'
UTILITY EASEMENT (U.E.)
LANDSCAPE
5' OFFSET
CONC. SW
2' (U.E. - R.A.)
ROAD R/W
R/W LINE
PGL
VALLEY GUTTER (TYP.)
2%
2% MAX.
TYPICAL LOCATION OF WATER METER OR SEWER CLEANOUT
APPROXIMATE FINISHED GRADE
ASPHALT PAVEMENT
12" SUBGRADE
6" COQUINA BASE
8" WM
GRAVITY SANITARY SEWER
F.P.L./ BELLSOUTH/ CABLE
FIBER OPTICS
5' MIN
5' MINIMUM DISTANCE
11'
1'
2' MIN

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

Gordy Creek
Fort Pierce, Florida

DRAWN FRP
APPROVED DTS
REVISIONS

SHEET SP6 OF 7

EXHIBIT E

SPECIAL CONDITIONS OF DEVELOPMENT

1. The development shall conform to the approved Final PD Site Plan by Cotleur & Hearing, Job No. 23-0711, dated 11.19.2025 and all associated plans and documents.

2. The minimum Open Space shall be 50.62% of the Final PD Site Plan area.

3. The maximum Density shall be 6 dwelling units per acre of the Final PD Site Plan area.

4. All required State and Federal agency permits shall be required at time of Development Permit Compliance Review (DPCR).

5. Prior to the submittal of a Site Development Permit, and if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.

6. A detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit.

7. A review of the tree survey and tree mitigation calculations shall be performed at the time of Development Permit Compliance Review (DPCR).

8. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.

9. A Final Plat shall be obtained prior to first certificate of occupancy of a residential unit.

10. The Final PD and PD Development Agreement binds successors in title to any commitments concerning completion of the project and its maintenance and operation.

11. All existing driveways not approved by St. Lucie County shall be fully removed and the area restored.

12. Drainage mitigation shall be required for any impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage).

13. The existing westbound left turn lane at SR 70 and Gordy Road intersection shall be extended to accommodate the project traffic. The left turn/U-turn lane shall meet the minimum requirements in the Florida Design Manual (FDM). A queueing analysis shall be submitted at the time of permit to determine the required queue length.

14. Prior to issuance of the first residential certificate of occupancy the developer shall reconstruct the existing median opening at SR 70 and Rock Road intersection to an eastbound directional median opening. The left turn/U-turn lane shall meet the minimum requirements in the Florida Design Manual (FDM). A queueing analysis shall be submitted at the time of permit to determine the required queue length.

15. A Storm Water Pollution Prevention Plan shall be submitted with the Building Permit application if there will be more than one acre of “disturbed area” as defined by the Florida Department of Environmental Protection (FDEP).

16. The applicant shall donate any additional right-of-way required to implement the proposed improvements to the Florida Department of Transportation.

EXHIBIT F

Planned Development Zoning Agreement

[to be attached]

SITE DATA

EXISTING LAND USE	MXD	**PROPOSED LAND USE**	MXD	**FLOOD ZONE**	X
EXISTING ZONING	AG-1	**PROPOSED ZONING**	PD	**UTILITY PROVIDER**	SLCU
SITE ACREAGE	75.98	**DEVELOPABLE AREA**	67.63		
TRACT WEST OF TEN MILE CREEK	9.09	**TRACT EAST OF TEN MILE CREEK**	66.89		
PARCEL NUMBERS	PARCEL 1	2326-130-0000-000-7	PARCEL 2	2326-130-0000-010-0	

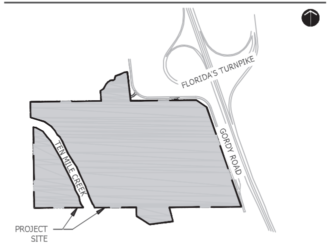
DWELLING UNITS		TOWNHOMES	SINGLE FAMILY LOT
PROPOSED UNITS	316	138 DU	178 DU
MAX GROSS DU/AC	6		

RESIDENTIAL DEVELOPMENT STANDARDS	TOWNHOMES	40' LOT
MINIMUM LOT SIZE	1520	4800
MINIMUM LOT DEPTH	95	120
MINIMUM LOT WIDTH	16	40
MINIMUM LOT COVERAGE	N/A	80%
MINIMUM FRONT SETBACK	20	20
FOR SIDELOAD GARAGE	10	
MINIMUM SIDE SETBACK	5	5
MINIMUM SIDE SETBACK (CORNER)		15
MINIMUM REAR SETBACK	10	10
MAXIMUM BUILDING HEIGHT	35'	35'

LEGAL DESCRIPTION

LAND SITUATED IN SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, AS FOLLOWS:
PARCEL 1
BEGINNING ON THE QUARTER SECTION LINE 64 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN THENCE NORTH 11 DEGREES 35 MINUTES WEST 418 FEET TO CENTER OF GULLY; THENCE FOLLOWING CENTER OF GULLY TO QUARTER SECTION LINE AT A POINT 334.6 FEET WEST OF POINT OF BEGINNING, THENCE EAST 334.6 FEET TO POINT OF BEGINNING.
AND
BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN THENCE SOUTH 110.5 FEET; THENCE TURNING EASTERLY AT AN ANGLE OF 122 DEGREES 57 MINUTES TO THE FOREGOING LINE AND RUN 199.8 FEET; THENCE TURN NORTHERLY AT AN ANGLE OF 140 DEGREES 13 MINUTES AND RUN 300 FEET; THENCE RUN NORTHERLY AT AN ANGLE OF 82 DEGREES 42 MINUTES AND RUN 186 FEET TO THE QUARTER SECTION LINE; THENCE ALONG THE QUARTER SECTION LINE 422.8 FEET TO THE POINT OF BEGINNING.
AND
THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST.
PARCEL 2
BEGIN 64 WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN NORTH 5 DEGREES 45 MINUTES 11 SECONDS WEST 378.88 FEET ALONG THE WEST LINE OF GORDY ROAD TO CENTER OF GULLY; THENCE FOLLOW THE CENTER OF THE GULLY TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, THENCE EAST 365.78 FEET TO THE POINT OF BEGINNING.
EXCEPTING THEREFORM ALL RIGHTS OF WAY FOR PUBLIC ROADS AND CANALS.

VICINITY MAP



FLORIDA'S TURNPIKE
GORDY ROAD
TEN MILE CREEK
PROJECT SITE

DRAINAGE STATEMENT

NO NEGATIVE IMPACTS TO THE VOLUME OF STORMWATER DISCHARGED TO TENMILE CREEK ARE PROPOSED. THE DESIGNED SWMS RESTRICTS DISCHARGE TO A VOLUME OF 2" OVER THE SITE AREA PER DAY, PER NSLRWCD STANDARDS. THE POST-DEVELOPMENT DISCHARGE RATE WILL BE DECREASED FROM THE PRE-DEVELOPMENT RATE. BECAUSE TENMILE CREEK IS AN IMPAIRED WATER BODY, 150% OF THE REQUIRED TREATMENT VOLUME WILL BE STAGED BEFORE ANY STORMWATER IS DISCHARGED FROM THE SYSTEM.

PARKING

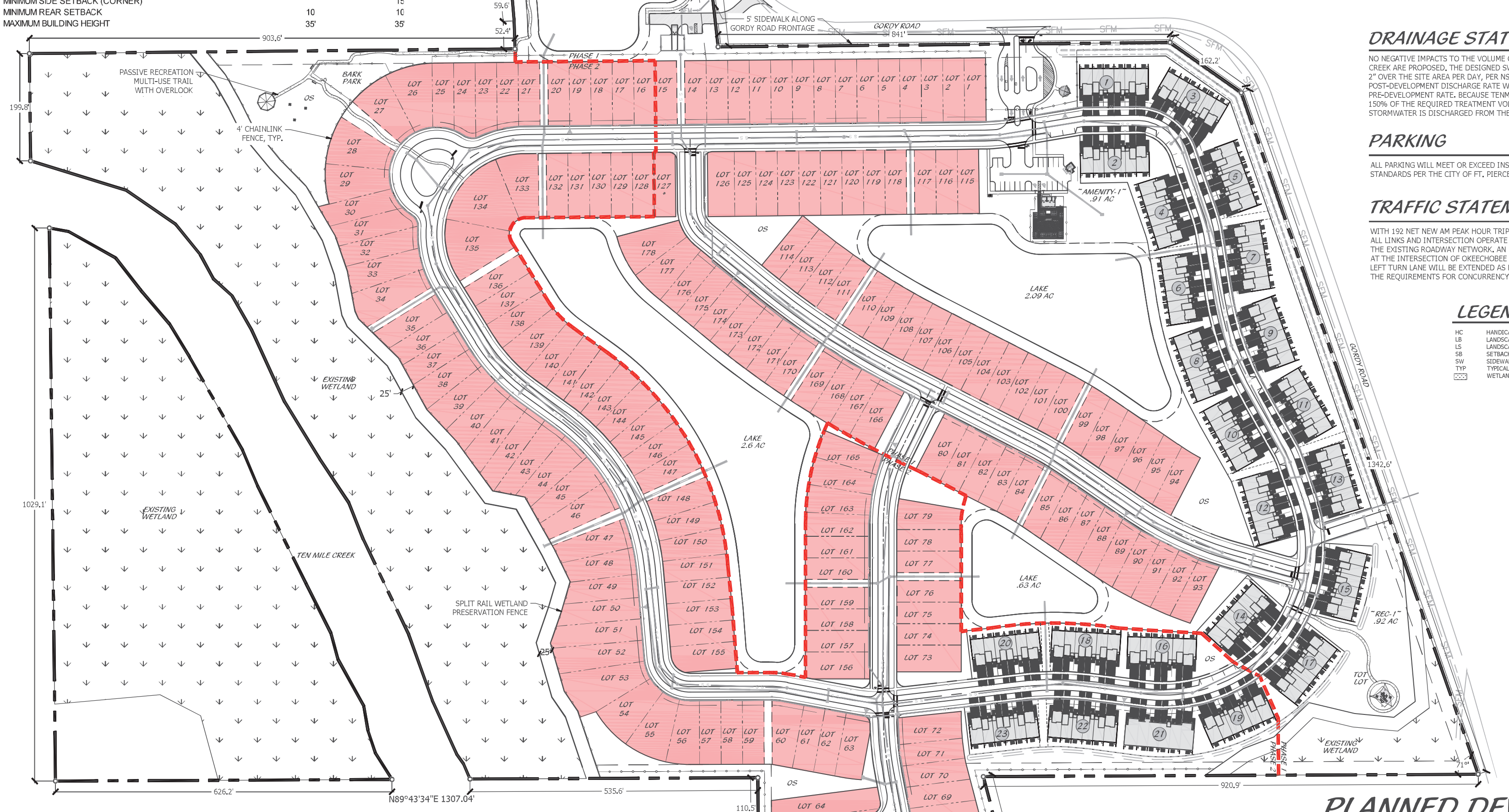
ALL PARKING WILL MEET OR EXCEED INSTITUTE OF TRANSPORTATION ENGINEERS STANDARDS PER THE CITY OF FT. PIERCE REQUIREMENTS

TRAFFIC STATEMENT

WITH 192 NET NEW AM PEAK HOUR TRIPS AND 251 NET NEW PM PEAK HOUR TRIPS, ALL LINKS AND INTERSECTION OPERATE AT ACCEPTABLE LEVELS OF SERVICE WITH THE EXISTING ROADWAY NETWORK. AN EASTBOUND RIGHT-TURN LANE IS PROPOSED AT THE INTERSECTION OF OKEECHOBEE ROAD AND GORDY ROAD. THE WESTBOUND LEFT TURN LANE WILL BE EXTENDED AS NEEDED. THEREFORE, THE PROJECT MEETS THE REQUIREMENTS FOR CONCURRENCY.

LEGEND

HC	HANDICAP		HC SIGN
LB	LANDSCAPE BUFFER		STOP SIGN
LS	LANDSCAPE		DO NOT ENTER
SB	SETBACK		PEDESTRIAN CROSSING
SW	SIDEWALK	●	PARKING LIGHT
TYP	TYPICAL		
▨	WETLAND/PRESERVE		



LAKE 1.26 AC
5' SIDEWALK ALONG GORDY ROAD FRONTAGE
GORDY ROAD
841'
SFM
368.1'
41.5'
66.5'
52.2'
23.7'
21.5'
19.8'
9.2'
25.5'
32.4'
28.3'
45.8'
19.4'
59.6'
52.4'
903.6'
199.8'
PHASE 1
PHASE 2
BARK PARK
OS
PASSIVE RECREATION MULTI-USE TRAIL WITH OVERLOOK
4' CHAINLINK FENCE, TYP.
EXISTING WETLAND
25'
1029.1'
TEN MILE CREEK
SPLIT RAIL WETLAND PRESERVATION FENCE
626.2'
N89°43'34"E 1307.04'
535.6'
110.5'
199.8'
300'
188.1'
920.9'
1342.6'
162.2'
AMENITY-1 .91 AC
LAKE 2.09 AC
LAKE 2.6 AC
LAKE .63 AC
REC-1 .92 AC
TOT LOT
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LOT 178

PROJECT TEAM

OWNER/CLIENT:
LARA SWANSON
SWANSON LAND COMPANY
1934 COMMERCE LANE, SUITE 1
DEERFIELD BEACH, FL 33458
904.219.3330

TRAFFIC:
SUSAN O'ROURKE
O'ROURKE ENGINEERING & PLANNING
22 SE SEMINOLE STREET
STUART, FL 34994
772.781.7918

AGENT/LANDSCAPE ARCHITECT/PLANNER:
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.515.4450

ENGINEER:
WESLEY MILLS
MILLS, SHORT & ASSOCIATES
700 22ND PL, SUITE 2C & 2D
VERO BEACH, FL 32960
772.226.7282

*NOTE: THIS MAP IS AN ARTISTS ILLUSTRATION OF THE GENERALIZED CONCEPT WHICH IS ONE OF MANY ALTERNATIVE SOLUTIONS WHICH SHARE A COMMON UNDERLYING DESIGN BASIS TO PROVIDE A FRAMEWORK WHICH RECOGNIZES THE SCALE AND ENDEAVOR TO ACCOMMODATE SUCH CRITERIA WITHIN THE LIMITS OF THE LAW AND BALANCED DESIGN IMPERATIVES TO PROVIDE ECONOMICALLY VIABLE AND MARKET SENSITIVE SOLUTIONS TO MEET THE NEEDS OF OUR COSTUMERS AND THE COMMUNITY. THE POD SITE PLANS MAY VARY AS THE NATURAL EVOLUTION OF THE SPECIFIC SOLUTIONS ARE PROCESSED THROUGH THE VARIOUS DESIGN AND JURISDICTIONAL AUTHORITIES TO FINAL APPROVAL. NOTWITHSTANDING VARIATIONS IN DESIGN AS THE DETAILED SITE PLANS BECOME MORE REFINED, PRIOR APPROVALS SHALL ENTITLE THE APPLICANT WITHOUT RETURNING FOR REVISION REVIEW BY PRIOR AUTHORITY, TO CONTINUE SUBSEQUENT MORE LOCALIZED DECISIONS AS FUNCTIONAL DETAILS BECOME EVIDENT. THE PROPERTY OWNER AND/OR DEVELOPERS RESERVE ALL RIGHTS TO MAKE SUCH ADJUSTMENTS AS NEEDED TO ACCOMPLISH THESE FUNCTIONAL DESIGN ACCOMMODATIONS.

PLANNED DEVELOPMENT SITE PLAN

0' 50' 100' 200' 300' 400'

Scale: 1" = 100'-0"

North

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Gordy Creek

Fort Pierce, Florida

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DATE 11-19-25
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SHEET SP1 OF 7

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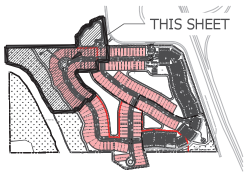
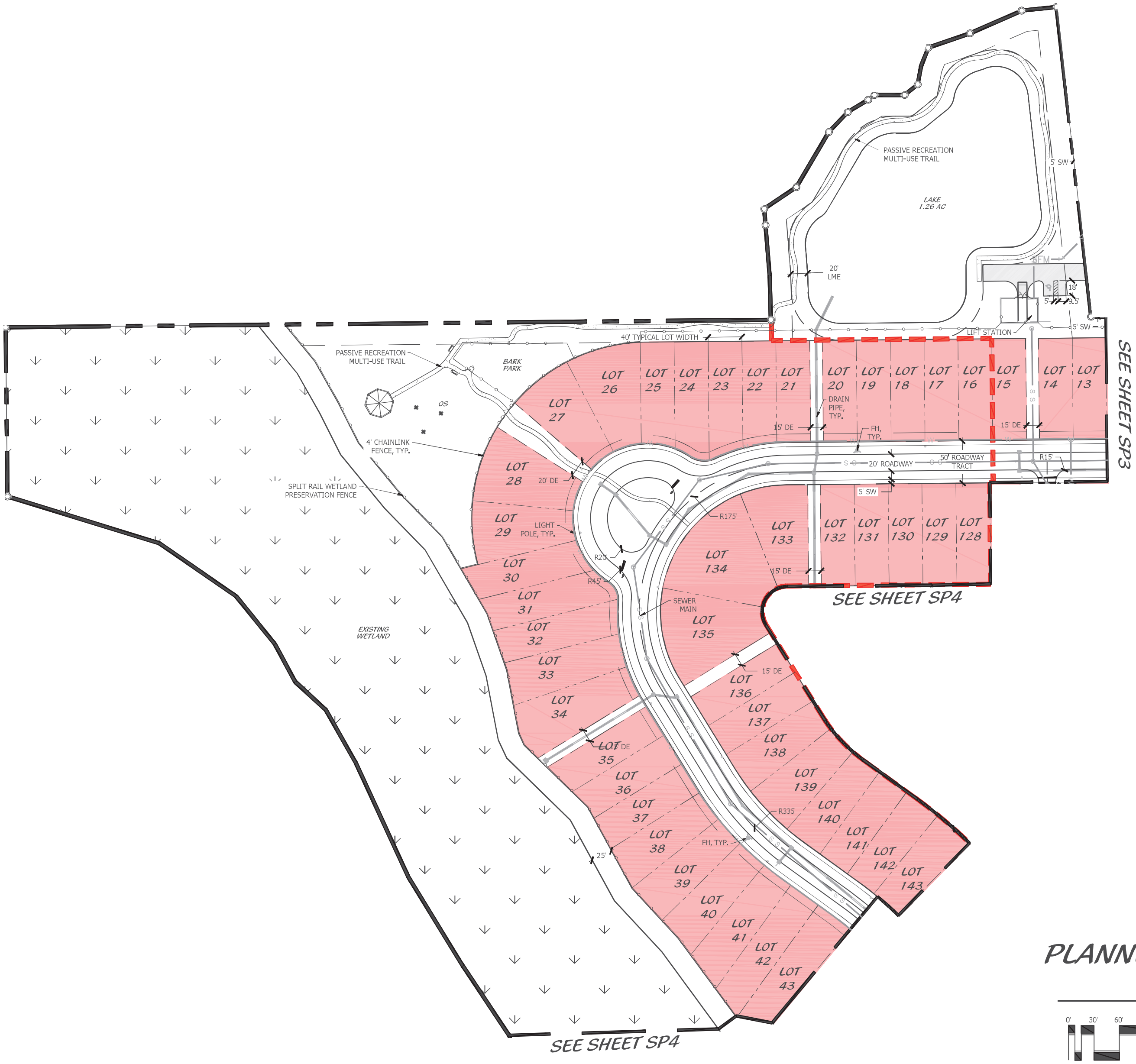
KEY MAP




SEE SHEET SP3
SEE SHEET SP4
SEE SHEET SP4
LAKE
1.26 AC
PASSIVE RECREATION
MULTI-USE TRAIL
20' LME
5' SW
5' SW
SFM
18'
5'
5'
LIFT STATION
40' TYPICAL LOT WIDTH
PASSIVE RECREATION
MULTI-USE TRAIL
BARK PARK
OS
4' CHAINLINK FENCE, TYP.
SPLIT RAIL WETLAND PRESERVATION FENCE
EXISTING WETLAND
LOT 13
LOT 14
LOT 15
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT 21
LOT 22
LOT 23
LOT 24
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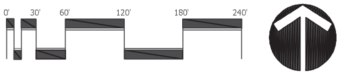
LOT 40
LOT 41
LOT 42
LOT 43
LOT 128
LOT 129
LOT 130
LOT 131
LOT 132
LOT 133
LOT 134
LOT 135
LOT 136
LOT 137
LOT 138
LOT 139
LOT 140
LOT 141
LOT 142
LOT 143
DRAIN PIPE, TYP.
15' DE
15' DE
15' DE
15' DE
15' DE
20' DE
FH, TYP.
FH, TYP.
50' ROADWAY TRACT
20' ROADWAY
5' SW
R15'
R175'
R20'
R45'
R335'
LIGHT POLE, TYP.
SEWER MAIN
25'

PLANNED DEVELOPMENT SITE PLAN


0'
30'
60'
120'
180'
240'
North

Scale: 1" = 60'-0"

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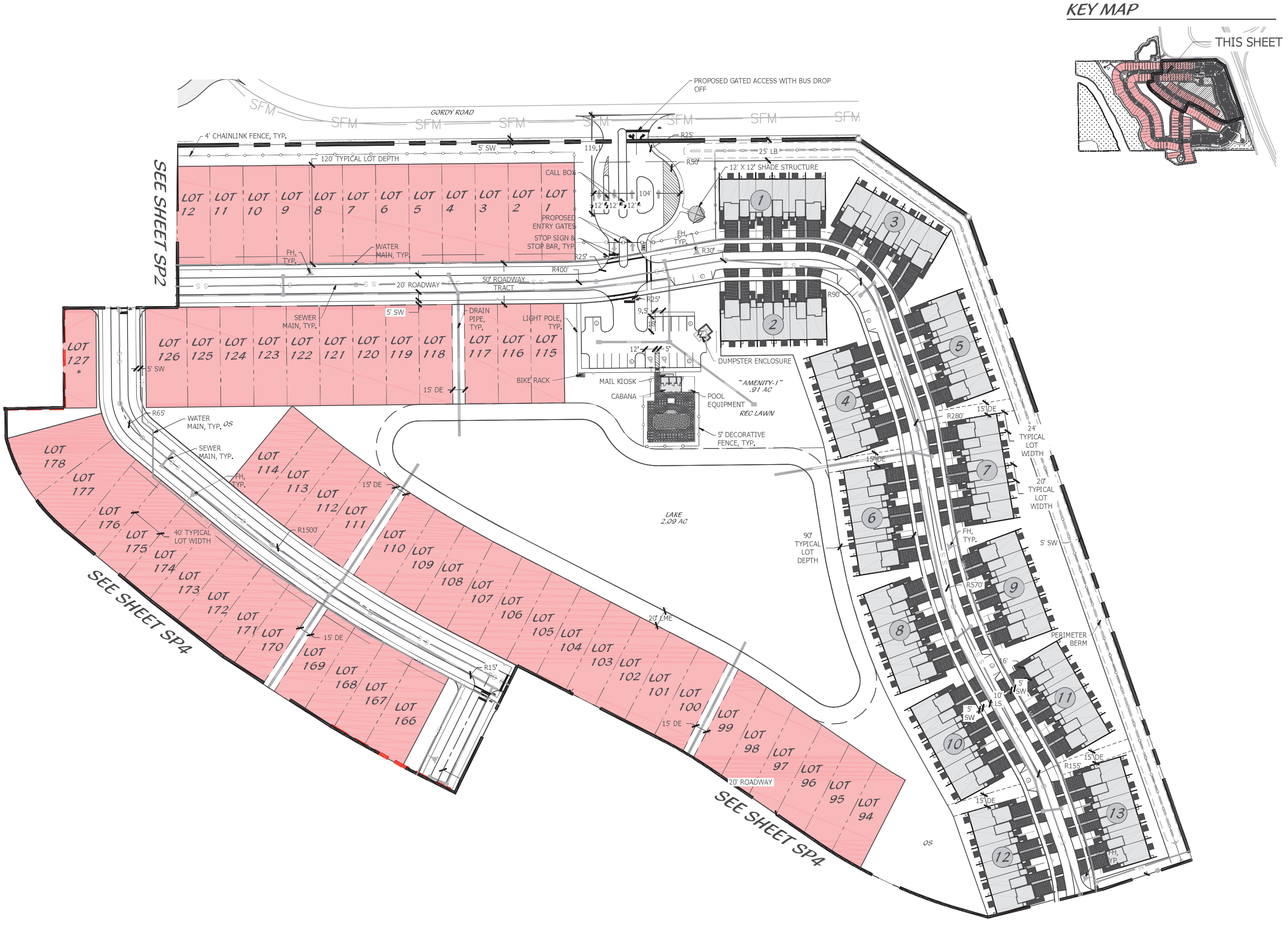
KEY MAP
THIS SHEET
PROPOSED GATED ACCESS WITH BUS DROP OFF
GORDY ROAD
SFM
4' CHAINLINK FENCE, TYP.
5' SW
119.1'
R25'
R50'
25' LB
12' X 12' SHADE STRUCTURE
120' TYPICAL LOT DEPTH
CALL BOX
104'
12' 12' 12'
PROPOSED ENTRY GATES
STOP SIGN & STOP BAR, TYP.
FH, TYP.
R30'
R25'
R400'
50' ROADWAY TRACT
20' ROADWAY
WATER MAIN, TYP.
SEWER MAIN, TYP.
R90'
R25'
9.5'
18'
12'
5'
DRAIN PIPE, TYP.
LIGHT POLE, TYP.
DUMPSTER ENCLOSURE
~AMENITY-1~ .91 AC
MAIL KIOSK
CABANA
POOL EQUIPMENT
REC LAWN
BIKE RACK
5' DECORATIVE FENCE, TYP.
15' DE
R280'
24' TYPICAL LOT WIDTH
20' TYPICAL LOT WIDTH
90' TYPICAL LOT DEPTH
5' SW
R570'
PERIMETER BERM
16'
10' LS
R155'
LAKE 2.09 AC
20' LME
R1500'
R65'
R15'
40' TYPICAL LOT WIDTH
OS
SEE SHEET SP2
SEE SHEET SP4
SEE SHEET SP4
1 2 3 4 5 6 7 8 9 10 11 12 13
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 94
LOT 95
LOT 96
LOT 97
LOT 98
LOT 99
LOT 100
LOT 101
LOT 102
LOT 103
LOT 104
LOT 105
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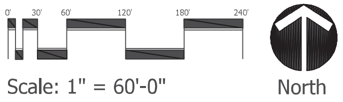
LOT 115
LOT 116
LOT 117
LOT 118
LOT 119
LOT 120
LOT 121
LOT 122
LOT 123
LOT 124
LOT 125
LOT 126
LOT 127 *
LOT 166
LOT 167
LOT 168
LOT 169
LOT 170
LOT 171
LOT 172
LOT 173
LOT 174
LOT 175
LOT 176
LOT 177
LOT 178

PLANNED DEVELOPMENT SITE PLAN


0'
30'
60'
120'
180'
240'
North

Scale: 1" = 60'-0"

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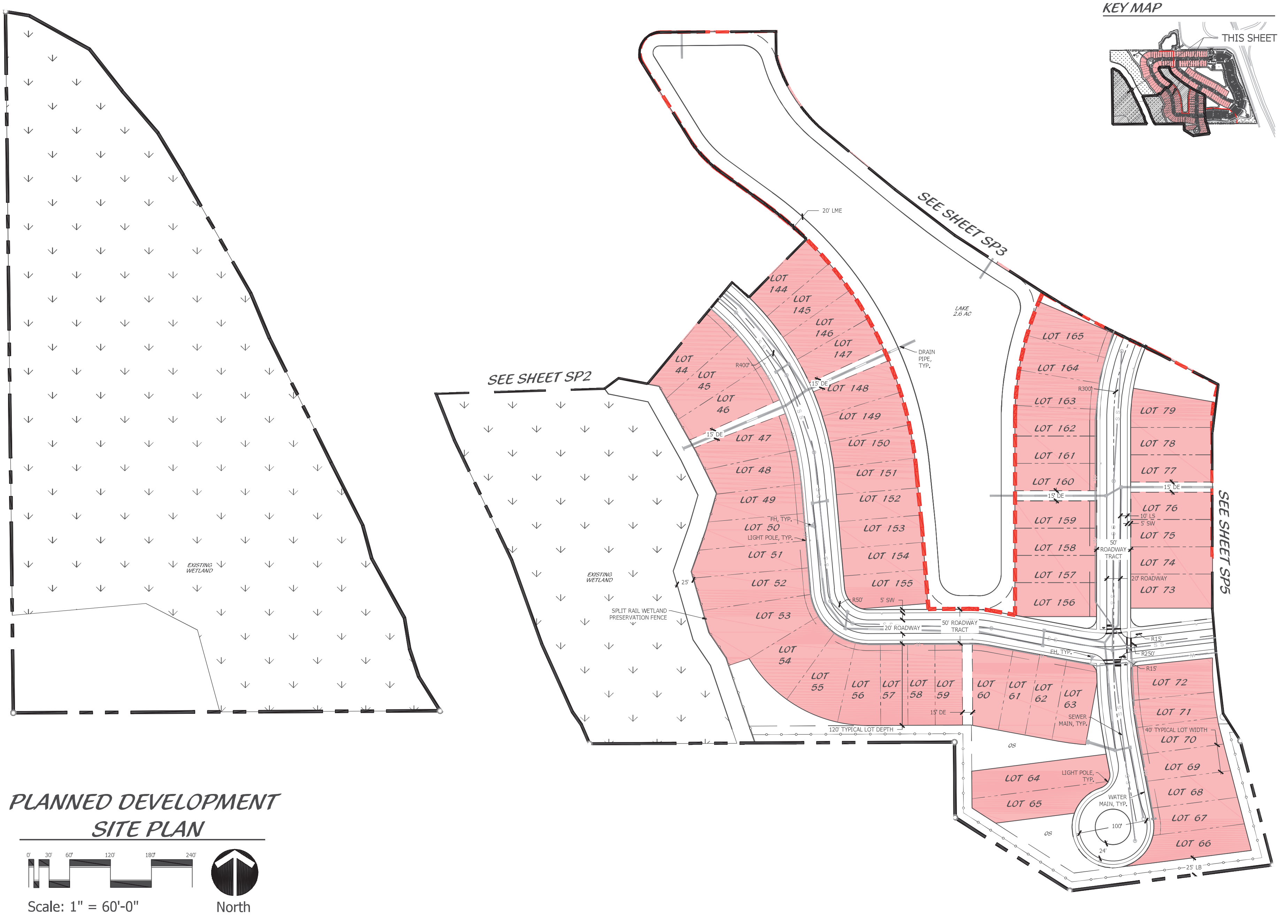
KEY MAP
THIS SHEET
SEE SHEET SP3
SEE SHEET SP2
SEE SHEET SP5
20' LME
LAKE
2.6 AC
DRAIN PIPE, TYP.
R400'
R300'
R50'
R15'
R250'
15' DE
10' LS
5' SW
50' ROADWAY TRACT
20' ROADWAY
FH, TYP.
LIGHT POLE, TYP.
SEWER MAIN, TYP.
WATER MAIN, TYP.
100'
24'
25' LB
25'
40' TYPICAL LOT WIDTH
120' TYPICAL LOT DEPTH
SPLIT RAIL WETLAND PRESERVATION FENCE
EXISTING WETLAND
EXISTING WETLAND
OS
OS
LOT 44
LOT 45
LOT 46
LOT 47
LOT 48
LOT 49
LOT 50
LOT 51
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LOT 148
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LOT 150
LOT 151
LOT 152
LOT 153
LOT 154
LOT 155
LOT 156
LOT 157
LOT 158
LOT 159
LOT 160
LOT 161
LOT 162
LOT 163
LOT 164
LOT 165
0'
30'
60'
120'
180'
240'
North

PLANNED DEVELOPMENT SITE PLAN

Scale: 1" = 60'-0"

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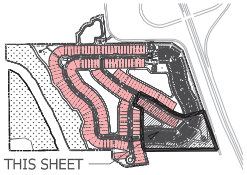
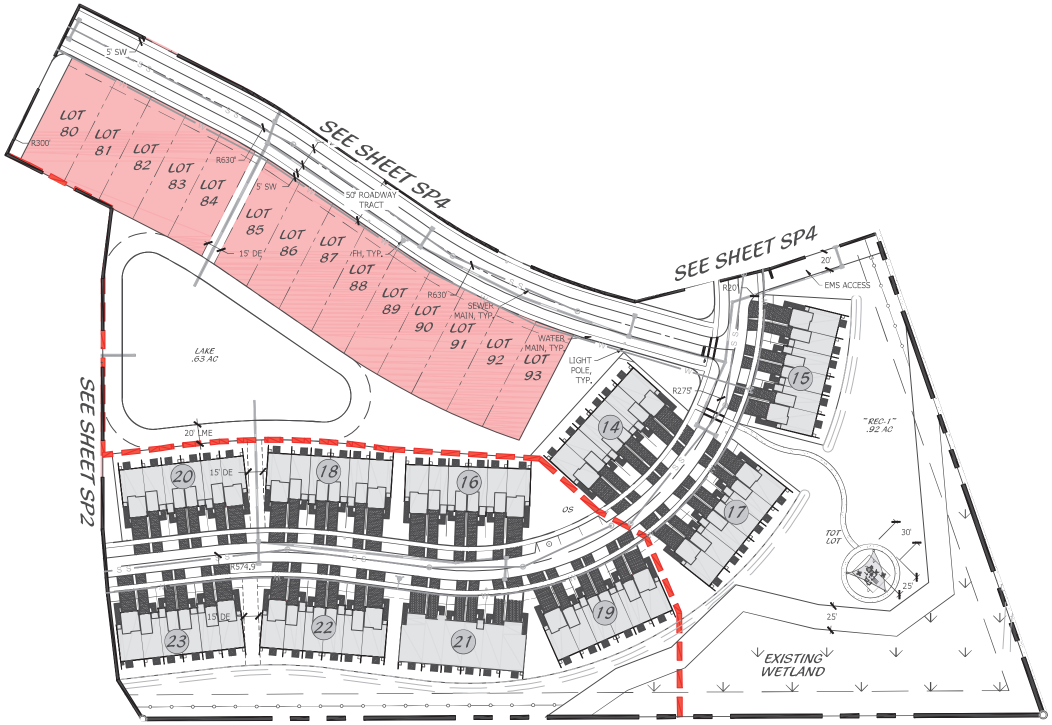
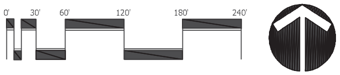
KEY MAP




SEE SHEET SP4
SEE SHEET SP4
SEE SHEET SP2
5' SW
5' SW
R300'
R630'
R630'
50' ROADWAY TRACT
15' DE
15' DE
15' DE
FH, TYP.
SEWER MAIN, TYP.
WATER MAIN, TYP.
LIGHT POLE, TYP.
LOT 80
LOT 81
LOT 82
LOT 83
LOT 84
LOT 85
LOT 86
LOT 87
LOT 88
LOT 89
LOT 90
LOT 91
LOT 92
LOT 93
LAKE .63 AC
20' LME
OS
R574.9'
R275'
R20'
20'
EMS ACCESS
"REC-1" .92 AC
TOT LOT
30'
25'
25'
EXISTING WETLAND
14
15
16
17
18
19
20
21
22
23

PLANNED DEVELOPMENT
SITE PLAN


0'
30'
60'
120'
180'
240'

Scale: 1" = 60'-0"

North

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DEVELOPMENT STANDARDS

Table 1. DEVELOPMENT USED AND STANDARDS

DEVELOPMENT STANDARD	SINGLE-FAMILY	TOWNHOMES/ TRI-PLEX/ QUAD-PLEX
PRIMARY STRUCTURE		
Minimum Lot Width	40'	16'
Minimum Lot Depth	115'	95'
Maximum Lot Depth	None	None
Maximum Building Lot Coverage	80%	90%
Maximum Impervious Lot Coverage	80%	80%
Minimum Open Space	20%	10%
Minimum Front Setback (Front Loaded)	20'	20'
Minimum Front Setback (Side Loaded)	10'	-
Minimum Side Setback (Internal Lot) (May be 0' on a zero-lot-line provided that minimum building separation of 10' is maintained between units, 15' building separation for Townhome)	5'	
Minimum Side Setback (Front- Entry)		5'
Minimum Side Setback (Corner Lot)	15'	10'
If adjacent to open space tract 15' in width or greater	5'	5'
Minimum Rear Setback (Corner Lot)	10'	10'
Minimum Rear Setback (Internal Lot)	10'	10'
ACCESSORY STRUCTURES		
Minimum Rear Setback	3'	3'
If adjacent to open space or common area tract 25' or wider	0'	0'
Minimum Side Setback (Internal Lot)	2' (2' from property line)	2'
Minimum Side Setback (Corner Lot)	15'	15'

' * ' IDENTIFIED LOTS TO RECEIVE THE 5' CORNER SIDE SETBACK

SITE DATA

TRACT EAST OF TEN MILE CREEK OPEN SPACE TABLE		*(50.62% REQUIRED)*
TRACT	**TOTAL AREA BY USE (AC)**	**PROVIDED (%)**
COMMON/OPEN SPACE	5.44	8.1%
RECREATION SPACE	1.84	2.7%
LANDSCAPE BUFFERS	4.10	6.1%
DRAINAGE EASEMENTS	0.94	1.4%
LME	2.54	3.80%
LAKES	6.58	9.8%
WETLAND	8.35	12.5%
LOTS - SINGLE FAMILY (20% MIN OPEN SPACE)	4.28	6.4%
TOTAL AREA	34.06	50.9%

PD IMPERVEOUS SPACE TABLE		
TRACT	**AREA (AC)**	**PROVIDED (%)**
LOTS - SINGLE FAMILY (80% MAX COVERAGE)	17.11	25.6%
LOTS - TOWNHOME	7.13	10.7%
ROADWAY ROW	8.59	12.8%
TOTAL AREA	32.82	49.1%

TRACT WEST OF TEN MILE CREEK OPEN SPACE TABLE		*(20% REQUIRED)*
TRACT	**TOTAL AREA BY USE (AC)**	**PROVIDED (%)**
COMMON/OPEN SPACE	0.97	10.6%
WETLAND	8.12	89.3%
TOTAL AREA	9.09	100.0%

*NOTE: THE DEVELOPER PROPOSES TO PRESERVE AND RELOCATE EXISTING NATIVE TREES WITHIN THE DEVELOPMENT AREA AND HAS MADE SIGNIFICANT ADJUSTMENTS TO THE DEVELOPMENT AREA FOR THE PRIMARY PURPOSE OF PRESERVING EXISTING NATIVE TREES. NATIVE TREES PRESERVED OR RELOCATED WITHIN THE DEVELOPMENT AREA WITH A TRUNK DIAMETER AT BREAST HEIGHT (DBH) OF 14"-29" SHALL BE CONSIDERED FOR MITIGATION CREDIT ON A 1:1 BASIS, PROVIDED THE TREES MEET THE REQUIREMENTS OUTLINED BELOW. SPECIMEN NATIVE TREES PRESERVED OR RELOCATED WITHIN THE DEVELOPMENT AREA WITH A TRUNK DBH OF 30" AND ABOVE SHALL BE CONSIDERED FOR MITIGATION CREDIT ON A 2:1 BASIS, PROVIDED THE TREES MEET THE REQUIREMENTS OUTLINED BELOW.

1. PRESERVED OR RELOCATED NATIVE AND SPECIMEN NATIVE TREES MUST HAVE A CONDITION RATING OF 50% OR HIGHER.
2. PRESERVED OR RELOCATED NATIVE AND SPECIMEN NATIVE TREES MUST REMAIN ALIVE FOR 2 YEARS.

ONLY NATIVE AND SPECIMEN NATIVE TREES LOCATED WITHIN THE DEVELOPMENT AREA SHALL BE CONSIDERED FOR MITIGATION CREDIT.

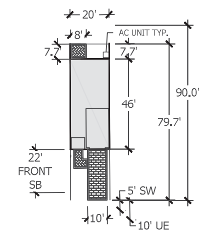
IN ADDITION, THE DEVELOPER PROPOSES TO PLANT A SIGNIFICANT NUMBER OF NATIVE TREES WITHIN THE DEVELOPMENT AREA, ABOVE AND BEYOND WHAT THE MINIMUM CODE REQUIREMENTS ARE. TREES PROPOSED TO BE PLANTED IN EXCESS OF THE MINIMUM CODE REQUIREMENTS SHALL BE CONSIDERED FOR MITIGATION CREDIT ON A 1:1 BASIS, PROVIDED THE TREES MEET THE REQUIREMENTS OUTLINED BELOW.

1. PLANTED TREES IN EXCESS OF CODE MINIMUM REQUIREMENTS MUST BE NATIVE CANOPY TREES WITH A MATURE HEIGHT EXCEEDING 25-FEET.
2. PLANTED TREES IN EXCESS OF CODE MINIMUM REQUIREMENTS MUST BE PLANTED AT OR ABOVE THE MINIMUM TREE SIZE OF 2.5" TRUNK DIAMETER AT BREAST HEIGHT (DBH) AND 12-FEET TALL.

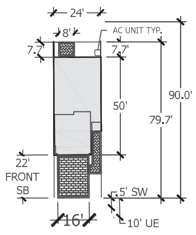
SPECIMEN NATIVE TREE: A FLORIDA NATIVE TREE THAT EXCEEDS 30" TRUNK DIAMETER AT BREAST HEIGHT, OR IS 25% THE CHAMPION TRUNK DIAMETER AT BREAST HEIGHT (DBH), WHICHEVER IS LESS.

DEVELOPMENT AREA: THE AREA WITHIN THE PROPOSED PLANNED DEVELOPMENT THAT INCLUDES IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, GRADE CHANGES, STORMWATER IMPROVEMENTS, ROADWAYS, BUILDINGS, FENCES..ETC.

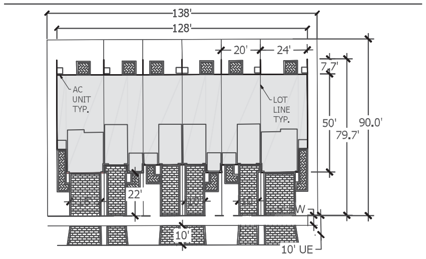
20' TOWNHOME LOT TYPICAL


20'
8'
AC UNIT TYP.
7.7'
7.7'
46'
90.0'
79.7'
22' FRONT SB
5' SW
10'
10' UE

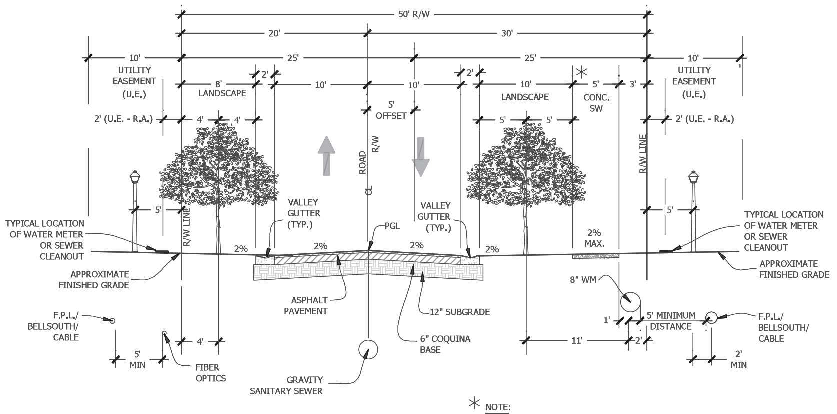
24' TOWNHOME LOT TYPICAL


24'
8'
AC UNIT TYP.
7.7'
7.7'
50'
90.0'
79.7'
22' FRONT SB
5' SW
16'
10' UE

6-UNIT TOWNHOME TYPICAL


138'
128'
20'
24'
7.7'
AC UNIT TYP.
LOT LINE TYP.
50'
90.0'
79.7'
22'
10'
10' UE

50' ROW TYPICAL


50' R/W
20'
30'
10'
25'
25'
10'
UTILITY EASEMENT (U.E.)
8'
LANDSCAPE
2'
10'
10'
5' OFFSET
2'
10'
LANDSCAPE
5'
CONC. SW
3'
UTILITY EASEMENT (U.E.)
2' (U.E. - R.A.)
4'
4'
5'
5'
2' (U.E. - R.A.)
R/W LINE
ROAD
R/W
℄
R/W LINE
5'
5'
VALLEY GUTTER (TYP.)
PGL
VALLEY GUTTER (TYP.)
2% MAX.
TYPICAL LOCATION OF WATER METER OR SEWER CLEANOUT
2%
2%
2%
2%
TYPICAL LOCATION OF WATER METER OR SEWER CLEANOUT
APPROXIMATE FINISHED GRADE
ASPHALT PAVEMENT
12" SUBGRADE
8" WM
APPROXIMATE FINISHED GRADE
F.P.L./ BELLSOUTH/ CABLE
4'
6" COQUINA BASE
1'
5' MINIMUM DISTANCE
F.P.L./ BELLSOUTH/ CABLE
5' MIN
FIBER OPTICS
11'
2'
2' MIN
GRAVITY SANITARY SEWER

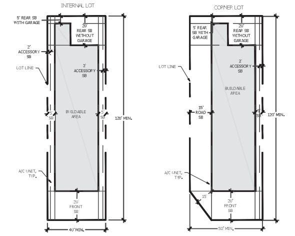
50' RIGHT-OF-WAY TYPICAL SECTION

POSTED SPEED 25 MPH

* NOTE:

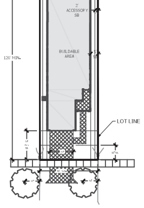
3' SIDEWALK OFFSET AND 2' U.E. - R.A. WILL BE REQUIRED IF FT. PIERCE MAINLINE FACILITIES ARE LOCATED ON BOTH SIDES OF STREET.
FT. PIERCE FIBEROPTICS WILL BE LOCATED IN 2' U.E. - R.A. IF FM IS REQUIRED.
SIDEWALKS SHALL NOT BE REQUIRED ON "DEAD END" ROADWAYS WHERE THE LENGTH OF THE SIDEWALKS WOULD BE 200' OR LESS.
TREES SHALL BE ADJUSTED PER DRIVEWAY LOCATIONS WITH A MINIMUM 5' TO THE DRIVEWAY.
LOCATION OF SIDEWALKS MAY VARY. SIDEWALK SHALL BE ON ONE SIDE OF THE ROADWAY.
FINAL LOCATION OF UTILITIES MAY BE ADJUSTED FOR SPECIFIC CONDITION.

40' LOT TYPICAL


INTERNAL LOT
5' REAR SB WITH GARAGE
20' REAR SB WITHOUT GARAGE
2' ACCESSORY SB
LOT LINE
2' ACCESSORY SB
5' SB
BUILDABLE AREA
5' SB
120' MIN.
A/C UNIT, TYP.
20' FRONT SB
40' MIN.
CORNER LOT
5' REAR SB WITH GARAGE
20' REAR SB WITHOUT GARAGE
LOT LINE
2' ACCESSORY SB
BUILDABLE AREA
15' ROAD SB
5' SB
120' MIN.
A/C UNIT, TYP.
15'
20' FRONT SB
50' MIN.

IF ADJACENT TO AN OPEN SPACE TRACT 15' IN WIDTH OR GREATER, THE SIDE CORNER LOT SETBACK CAN BE REDUCED TO 5'.
WHEN NOT ADJACENT TO AN OPEN SPACE TRACT, SIDE SETBACK SHALL BE A MINIMUM OF 10' ON STREET SIDE.

40' LOT DRIVEWAY TYPICAL


20' REAR SB WITHOUT GARAGE
2' ACCESSORY SB
BUILDABLE AREA
5' SB
120' MIN.
LOT LINE
10' UE

PD SITE DETAILS

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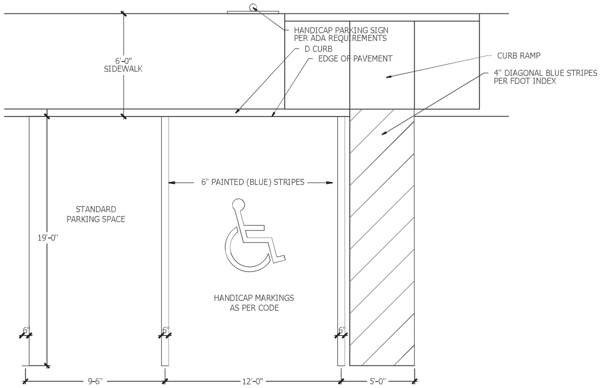
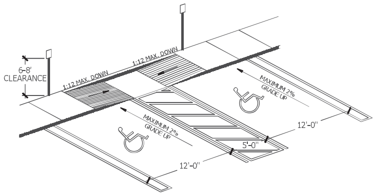
STANDARD AND HANDICAP PARKING DETAIL

NTS


HANDICAP PARKING SIGN
PER ADA REQUIREMENTS
D CURB
EDGE OF PAVEMENT
CURB RAMP
4" DIAGONAL BLUE STRIPES
PER FDOT INDEX
6'-0"
SIDEWALK
6" PAINTED (BLUE) STRIPES
STANDARD
PARKING SPACE
19'-0"
HANDICAP MARKINGS
AS PER CODE
6"
6"
6"
9'-6"
12'-0"
5'-0"

HANDICAP RAMP DETAIL

NTS

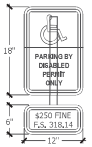

6-8'
CLEARANCE
1:12 MAX. DOWN
1:12 MAX. DOWN
MAXIMUM 2%
GRADE UP
MAXIMUM 2%
GRADE UP
12'-0"
5'-0"
12'-0"

NOTE: IN THIS APPLICATION RAMPS CAN BE SEPARATED AND SIDEWALK CAN BE FLUSH ACROSS ALL HC SPACES

NOTE: HCR#3-MOD MEANS ONLY 1 RAMP BUILT TO REQUIRED SIDE OF SIDEWALK. OR RAMPS SEP. TO ENDS OF HC SPACES

HANDICAP SIGN DETAIL

NTS

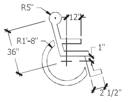

18"
PARKING BY
DISABLED
PERMIT
ONLY
6"
$250 FINE
F.S. 318.14
12"

COLORS:
TOP SYMBOL & BORDER = WHITE
BOTTOM TEXT & BORDER = BLACK
TOP BACKGROUND = BLUE
BOTTOM BACKGROUND = WHITE

COLORS:
TEXT & BORDER = BLACK
BACKGROUND = WHITE

HANDICAP SYMBOL DETAIL

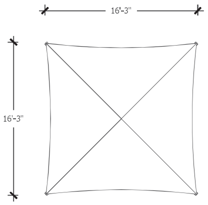
NTS


R5"
12"
R1'-8"
36"
1"
2 1/2"

NOTE: SYMBOL TO BE 4" WIDE WHITE TRAFFIC PAINT ON PAVEMENT OR COLORED PAVERS . TYPICAL @ ALL HANDICAP STALLS

SHADE STRUCTURE DETAIL

NTS

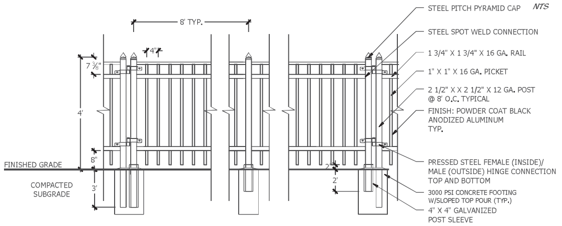


NOTE:
GAMETIIME SHADE STRUCTURE

08' HYPERBOLIC UMBRELLA
16' x 16'
(HYU161608IG)QRI436

DECORATIVE FENCE DETAIL

NTS

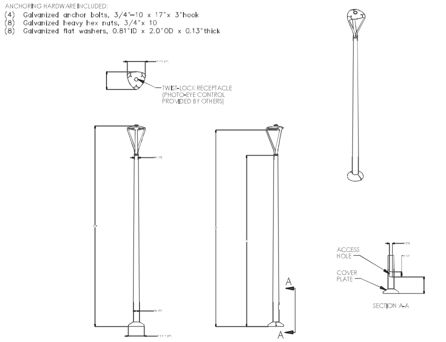

8' TYP.
4"
7 3/8"
4'
8"
FINISHED GRADE
COMPACTED
SUBGRADE
3'
2"
2'
STEEL PITCH PYRAMID CAP
STEEL SPOT WELD CONNECTION
1 3/4" X 1 3/4" X 16 GA. RAIL
1" X 1" X 16 GA. PICKET
2 1/2" X X 2 1/2" X 12 GA. POST
@ 8' O.C. TYPICAL
FINISH: POWDER COAT BLACK
ANODIZED ALUMINUM
TYP.
PRESSED STEEL FEMALE (INSIDE)/
MALE (OUTSIDE) HINGE CONNECTION
TOP AND BOTTOM
3000 PSI CONCRETE FOOTING
W/SLOPED TOP POUR (TYP.)
4" X 4" GALVANIZED
POST SLEEVE

LIGHTING DETAIL

NTS

FGP Area Light, 16ft, Type 5, with cover plate, with twist-lock
Product Drawing
www.landscapeforms.com
Date: 10/5/2018
Ph: 800.521.2546

ANCHORING HARDWARE INCLUDED:
(4) Galvanized anchor bolts, 3/4"-10 x 17"x 3"hook
(8) Galvanized heavy hex nuts, 3/4"x 10
(8) Galvanized flat washers, 0.81"ID x 2.0"OD x 0.13"thick


TWIST-LOCK RECEPTACLE
(PHOTO-EYE CONTROL
PROVIDED BY OTHERS)
A
A
ACCESS
HOLE
COVER
PLATE
SECTION A-A

landscapeforms
Drawing: AG503-04
Dimensions are in inches [mm]
U.S. Patent No. D752,268

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TOT LOT SHADE SAIL DETAIL

NTS

*NOTE: SHADE STRUCTURE,
CUSTOM SIZED 16' HT, 40' X 40' X 40'
PRODUCT VENDOR TO BE DETERMINED
BY CONTRACTOR

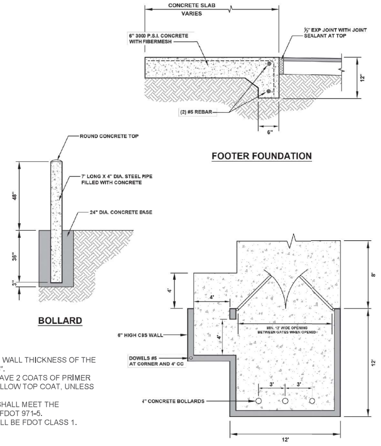
SPLIT RAIL FENCE DETAIL

NTS

*NOTE:
1.) DEVELOPER TO CHOOSE MATERIAL AT TIME OF CONSTRUCTION
2.) COLOR MAY VARY BASED UPON AVAILABILITY AND DEVELOPER PREFERENCES.

DUMPSTER DETAIL

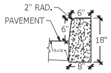
NTS


CONCRETE SLAB
VARIES
6" 3000 P.S.I. CONCRETE
WITH FIBERMESH
½" EXP JOINT WITH JOINT
SEALANT AT TOP
12"
(2) #5 REBAR
6"
FOOTER FOUNDATION
ROUND CONCRETE TOP
7' LONG X 4" DIA. STEEL PIPE
FILLED WITH CONCRETE
24" DIA. CONCRETE BASE
48"
36"
3"
BOLLARD
4'
4'
4'
8'
MIN. 12' WIDE OPENING
BETWEEN GATES WHEN OPENED
6" HIGH CBS WALL
DOWELS #5
AT CORNER AND 4' CC
3'
3'
4" CONCRETE BOLLARDS
12'
12'

NOTE: THE MINIMUM WALL THICKNESS OF THE PIPE SHALL BE 0.188".
ALL POSTS SHALL HAVE 2 COATS OF PRIMER AND 2 COATS OF YELLOW TOP COAT, UNLESS OTHERWISE NOTED.
THE PRIMER COAT SHALL MEET THE REQUIREMENTS OF FDOT 971-5.
ALL CONCRETE SHALL BE FDOT CLASS 1.

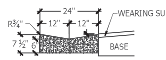
D CURB DETAIL

NTS


2" RAD.
PAVEMENT
6"
6"
18"
BASE
8"

VALLEY CURB DETAIL

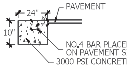
NTS


24"
12"
12"
R¾"
WEARING SURFACE
7 ½"
6"
BASE

NOTE: SAWCUTS REQUIRED AT 10' CENTERS

HEADER CURB DETAIL

NTS


24"
PAVEMENT
10"
NO.4 BAR PLACED
ON PAVEMENT SIDE
3000 PSI CONCRETE

NOTE: SUBGRADE TO EXTEND 6" BEYOND HEADER CURB

SITE DETAILS

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

Gordy Creek
Fort Pierce, Florida

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APPROVED LAH
JOB NUMBER 23-0711
DATE 11-19-25
REVISIONS

SHEET SP7 OF 7

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LANDSCAPE DATA

EXISTING LAND USE	MXD	**PROPOSED LAND USE**	MXD	**FLOOD ZONE**	X
EXISTING ZONING	AG-1	**PROPOSED ZONING**	PD	**UTILITY PROVIDER**	SLCU
SITE ACREAGE	75.98	**DEVELOPABLE AREA**	67.63		
TRACT WEST OF TEN MILE CREEK	9.09	**TRACT EAST OF TEN MILE CREEK**	66.89		

PARCEL NUMBERS PARCEL 1 2326-130-0000-000-7 PARCEL 2 2326-130-0000-010-0

DWELLING UNITS		TOWNHOMES	SINGLE FAMILY LOT
PROPOSED UNITS	316	138 DU	178 DU

PHASE 1 LANDSCAPE DATA		**PHASE 2 LANDSCAPE DATA**	
ACREAGE	34.29	ACREAGE	#REF!
DWELLING UNITS	74	BUILDING COVERAGE	80% MAX
DU/AC	2	LOT COVERAGE	90% MAX
OPEN SPACE/ PERVIOUS	20% MIN	OPEN SPACE/ PERVIOUS	10% MIN
IMPERVIOUS	80% MAX		

TREE REQUIREMENTS
4 TREE MINIMUM / SINGLE FAMILY RESIDENCE OR TWO FAMILY RESIDENCE
1 TREE / 3,000 SF OF OPEN SPACE FOR COMMON AREA
1 TREE / VUA ISLAND

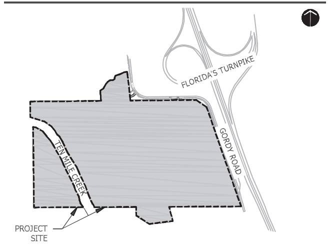
* STREET TREES PLANTED IN FRONT OF EACH LOT COUNT TOWARDS INDIVIDUAL TREE COUNTS
* ALL TREES PLANTED UNDER OR ADJACENT TO FP&L POWERLINES WILL COMPLY WITH THE FP&L "RIGHT TREE, RIGHT PLACE" GUIDELINES

PERMITTED RESIDENTIAL UNIT TYPES
TOWNHOMES
SINGLE-FAMILY HOMES

LITTORAL REQUIREMENTS
10 SF OF LITTORAL / 1 LF OF LAKE EDGE UP TO 50% OF SHORELINE

NOTE:
*LANDSCAPE PLANS WILL BE SUBMITTED AT TIME OF INDIVIDUAL SITE PLAN REVIEW FOR EACH POD.
*LAKES / STORMWATER DETENTION AREAS CAN BE PROVIDED THROUGHOUT THE PROJECT SITE AND ARE NOT REQUIRED TO BE LOCATED AT FRONT OF ACCESS DRIVE / FRONT PROPERTY.
* STREET TREES PLANTED IN FRONT OF EACH LOT COUNT TOWARDS INDIVIDUAL TREE COUNTS
* ALL TREES PLANTED UNDER OR ADJACENT TO FP&L POWERLINES WILL COMPLY WITH THE FP&L "RIGHT TREE, RIGHT PLACE" GUIDELINES

VICINITY MAP


FLORIDA'S TURNPIKE
GORDY ROAD
TEN MILE CREEK
PROJECT SITE

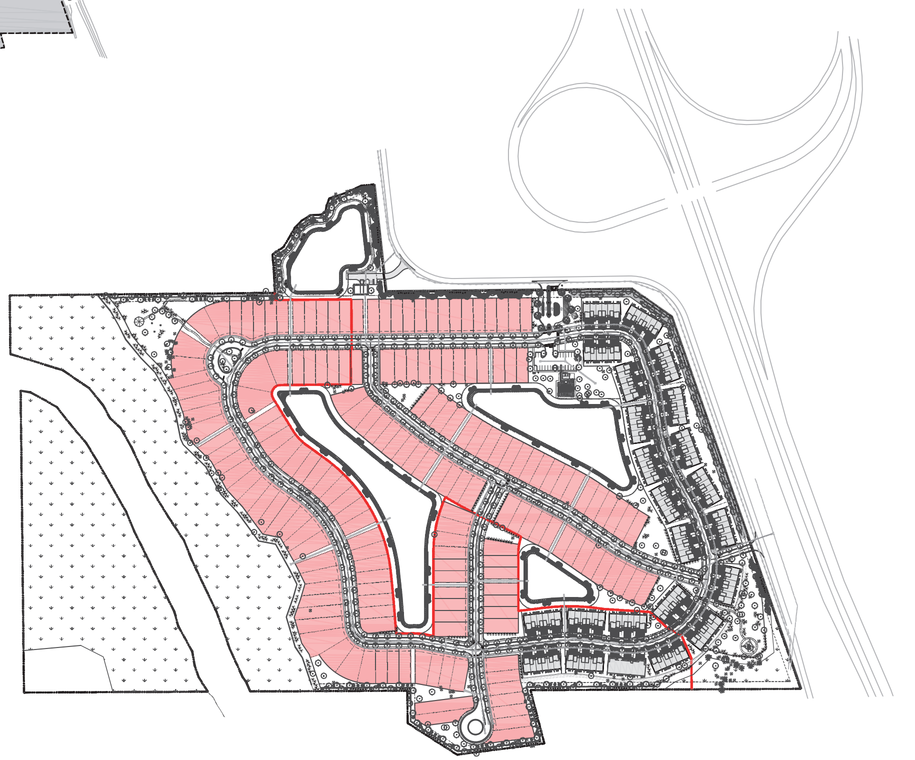
PROJECT TEAM

OWNER/CLIENT:
LARA SWANSON
SWANSON LAND COMPANY
1934 COMMERCE LANE, SUITE 1
DEERFIELD BEACH, FL 33458
904.219.3330

TRAFFIC:
SUSAN O'ROURKE
O'ROURKE ENGINEERING & PLANNING
22 SE SEMINOLE STREET
STUART, FL 34994
772.781.7918

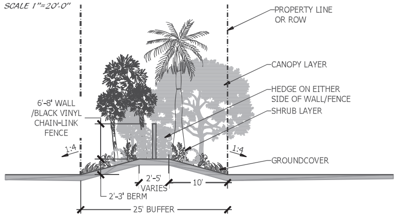
AGENT/LANDSCAPE ARCHITECT/PLANNER:
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.515.4450

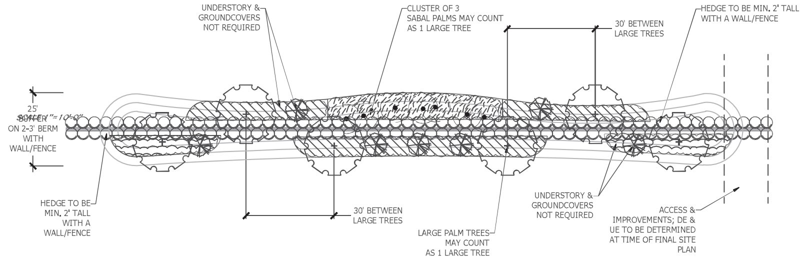
ENGINEER:
WESLEY MILLS
MILLS, SHORT & ASSOCIATES
700 22ND PL, SUITE 2C & 2D
VERO BEACH, FL 32960
772.226.7282



25' LANDSCAPE BUFFER TYPICAL

SCALE 1"=20'-0"


PROPERTY LINE OR ROW
CANOPY LAYER
HEDGE ON EITHER SIDE OF WALL/FENCE
SHRUB LAYER
6'-8' WALL /BLACK VINYL CHAIN-LINK FENCE
1:4
1:4
GROUNDCOVER
2'-5' VARIES
10'
2'-3' BERM
25' BUFFER

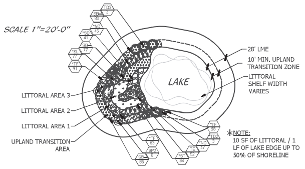

UNDERSTORY & GROUNDCOVERS NOT REQUIRED
CLUSTER OF 3 SABAL PALMS MAY COUNT AS 1 LARGE TREE
30' BETWEEN LARGE TREES
HEDGE TO BE MIN. 2' TALL WITH A WALL/FENCE
25' BUFFER ON 2-3' BERM WITH WALL/FENCE
SCALE 1"=10'-0"
HEDGE TO BE MIN. 2' TALL WITH A WALL/FENCE
30' BETWEEN LARGE TREES
LARGE PALM TREES MAY COUNT AS 1 LARGE TREE
UNDERSTORY & GROUNDCOVERS NOT REQUIRED
ACCESS & IMPROVEMENTS; DE & UE TO BE DETERMINED AT TIME OF FINAL SITE PLAN

TYPICAL BUFFER PLANT LIST

TREES			
LJ45	LIGUSTRUM JAPONICUM MULTI-STEM, LIMB UP 2.5`	JAPANESE PRIVET	MULTI-STEM, LIMB UP 2.5`
*QV	QUERCUS VIRGINIANA FULL CANOPY	LIVE OAK	FULL CANOPY
RE*	ROYSTONEA ELEGATA FULL CANOPY, 12` GW	ROYAL PALM	FULL CANOPY, 12` GW
*R-SP	SABAL PALMETTO RELOCATED TREE, SLICK TRUNK, STRIGHT TRUNK, STAGGER HEIGHTS BY 6'	SABAL PALM - RELOCATED	RELOCATED TREE, SLICK TRUNK, STRIGHT TRUNK, STAGGER HEIGHTS BY 6'
SHRUBS			
PM3	PODOCARPUS MACROPHYLLUS `MAKI` FULL & THICK	PODOCARPUS	FULL & THICK
GROUND COVERS			
*CG	CHRYSOBALANUS ICACO `GREEN TIP` FULL & THICK	COCOPLUM	FULL & THICK
FG	FICUS MACROPHYLLA `GREEN ISLAND` FULL & THICK	GREEN ISLAND FICUS	FULL & THICK
*TF	TRIPSACUM FLORIDANA FULL & THICK	DWARF FAKAHATCHEE GRASS	FULL & THICK

LITTORAL TYPICAL

SCALE 1"=20'-0"

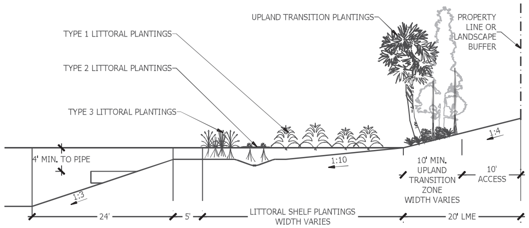

TD3 3
SB 80
*ND 45
*SD 41
SB 77
*SL 77
*TF 91
LAKE
28' LME
10' MIN. UPLAND TRANSITION ZONE
LITTORAL SHELF WIDTH VARIES
LITTORAL AREA 3
LITTORAL AREA 2
LITTORAL AREA 1
UPLAND TRANSITION AREA
*TF 98
*TD2 3
*ND 47
TE 52
*ST 84
*TF 83
SP2 6
SB 85

*NOTE:
10 SF OF LITTORAL / 1 LF OF LAKE EDGE UP TO 50% OF SHORELINE

TYPICAL LITTORAL PLANT LIST

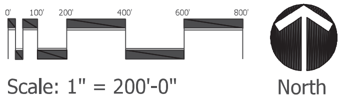
TREES	BOTANICAL NAME	COMMON NAME	REMARKS
TD2	TAXODIUM DISTICHUM	BALD CYPRESS	FULL CANOPY
TD3	TAXODIUM DISTICHUM	BALD CYPRESS	FULL CANOPY
TD1	TAXODIUM DISTICHUM	BALD CYPRESS	FULL CANOPY
PALM TREES	BOTANICAL NAME	COMMON NAME	REMARKS
SP2	SABAL PALMETTO	SABAL PALMETTO	SLICK TRUNK
LITTORAL PLANTINGS	BOTANICAL NAME	COMMON NAME	REMARKS
ND	NYMPHAEA ODORATA	WATER LILY	FULL PLUGS
SD	SAGITTARIA LANCIFOLIA	DUCK POTATO	FULL & THICK
SL	SAGITTARIA LATIFOLIA	BROADLEAF ARROWHEAD	FULL & THICK
ST	SCRIPUS TABERNAEMONTANI	SOFT STEM BULRUSH	FULL & THICK
SB	SPARTINA BAKERI	SAND CORD GRASS	FULL & THICK
TE	THALIA GENICULATA 'RUMINOIDES'	RED STEM FIRE FLAG	FULL & THICK
TF	TRIPSACUM FLORIDANA	DWARF FAKAHATCHEE GRASS	FULL & THICK

LITTORAL TYPICAL SECTION


UPLAND TRANSITION PLANTINGS
PROPERTY LINE OR LANDSCAPE BUFFER
TYPE 1 LITTORAL PLANTINGS
TYPE 2 LITTORAL PLANTINGS
TYPE 3 LITTORAL PLANTINGS
1:4
4' MIN. TO PIPE
1:3
1:10
10' MIN. UPLAND TRANSITION ZONE WIDTH VARIES
10' ACCESS
24'
5'
LITTORAL SHELF PLANTINGS WIDTH VARIES
20' LME

*NOTE: THIS MAP IS AN ARTISTS ILLUSTRATION OF THE GENERALIZED CONCEPT WHICH IS ONE OF MANY ALTERNATIVE SOLUTIONS WHICH SHARE A COMMON UNDERLYING DESIGN BASIS TO PROVIDE A FRAMEWORK WHICH RECOGNIZES THE SCALE AND ENDEAVOR TO ACCOMMODATE SUCH CRITERIA WITHIN THE LIMITS OF THE LAW AND BALANCED DESIGN IMPERATIVES TO PROVIDE ECONOMICALLY VIABLE AND MARKET SENSITIVE SOLUTIONS TO MEET THE NEEDS OF OUR COSTUMERS AND THE COMMUNITY. THE POD SITE PLANS MAY VARY AS THE NATURAL EVOLUTION OF THE SPECIFIC SOLUTIONS ARE PROCESSED THROUGH THE VARIOUS DESIGN AND JURISDICTIONAL AUTHORITIES TO FINAL APPROVAL. NOTWITHSTANDING VARIATIONS IN DESIGN AS THE DETAILED SITE PLANS BECOME MORE REFINED, PRIOR APPROVALS SHALL ENTITLE THE APPLICANT WITHOUT RETURNING FOR REVISION REVIEW BY PRIOR AUTHORITY, TO CONTINUE SUBSEQUENT MORE LOCALIZED DECISIONS AS FUNCTIONAL DETAILS BECOME EVIDENT. THE PROPERTY OWNER AND/OR DEVELOPERS RESERVE ALL RIGHTS TO MAKE SUCH ADJUSTMENTS AS NEEDED TO ACCOMPLISH THESE FUNCTIONAL DESIGN ACCOMMODATIONS.

PLANNED DEVELOPMENT LANDSCAPE PLAN


0'
100'
200'
400'
600'
800'

Scale: 1" = 200'-0"

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants

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www.cotleurhearing.com
Lic# LC-26000535

Gordy Creek

Fort Pierce, Florida

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DRAWN PRP
APPROVED LAH
JOB NUMBER 23-0711
DATE 11-19-25
REVISIONS

SHEET LP1 OF 13

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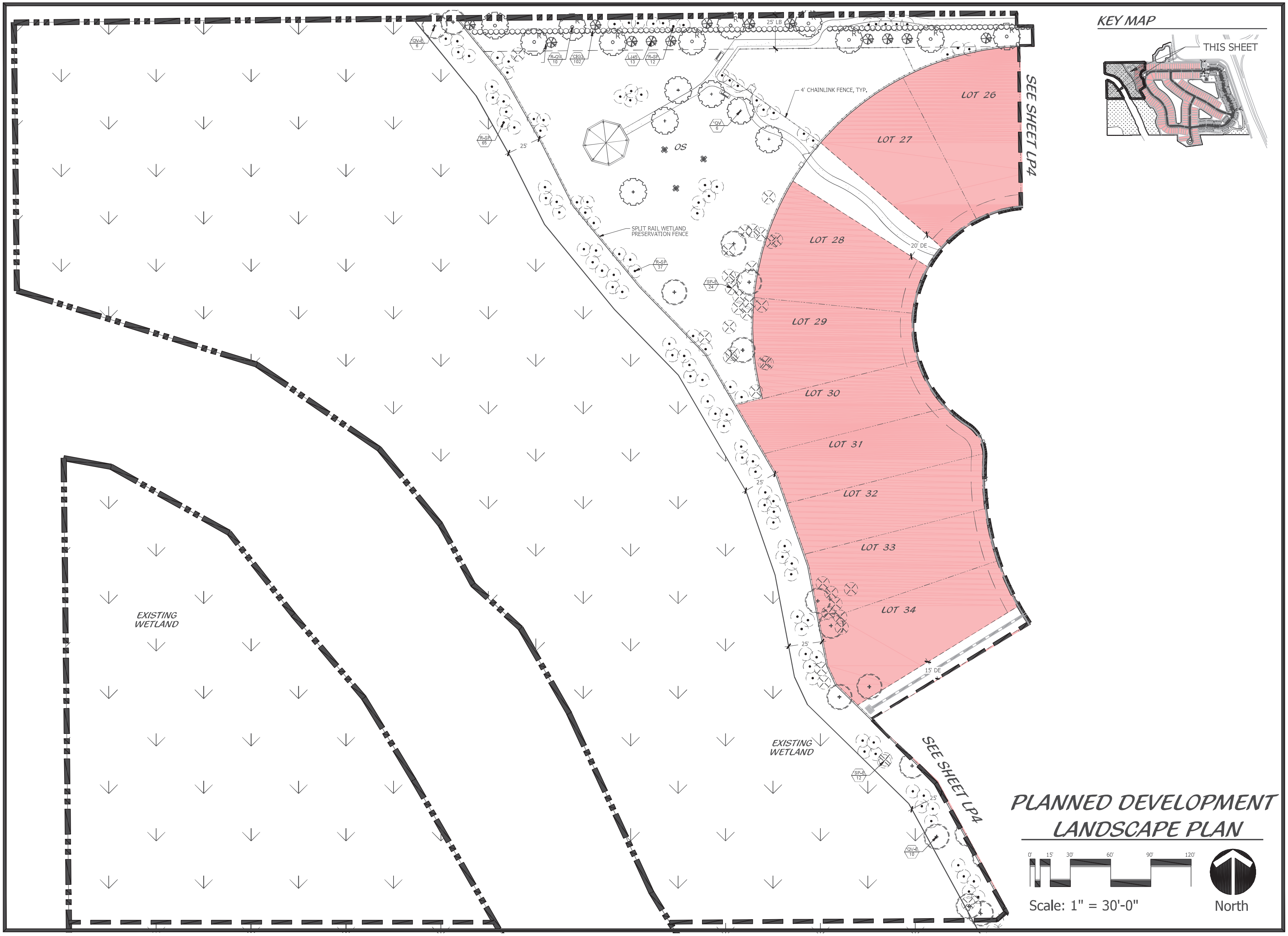
KEY MAP
THIS SHEET
SEE SHEET LP4
LOT 26
LOT 27
LOT 28
LOT 29
LOT 30
LOT 31
LOT 32
LOT 33
LOT 34
20' DE
15' DE
25' LB
4' CHAINLINK FENCE, TYP.
OS
SPLIT RAIL WETLAND PRESERVATION FENCE
QV-E 6
R-QV 10
CIG3 102
LJ45 13
R-SP 12
QV 6
R-SP 65
R-SP 37
SP-E 24
SP-E 12
QV-E 10
R
25'
EXISTING WETLAND
EXISTING WETLAND
SEE SHEET LP4
0'
15'
30'
60'
90'
120'
North

PLANNED DEVELOPMENT LANDSCAPE PLAN

Scale: 1" = 30'-0"

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Gordy Creek

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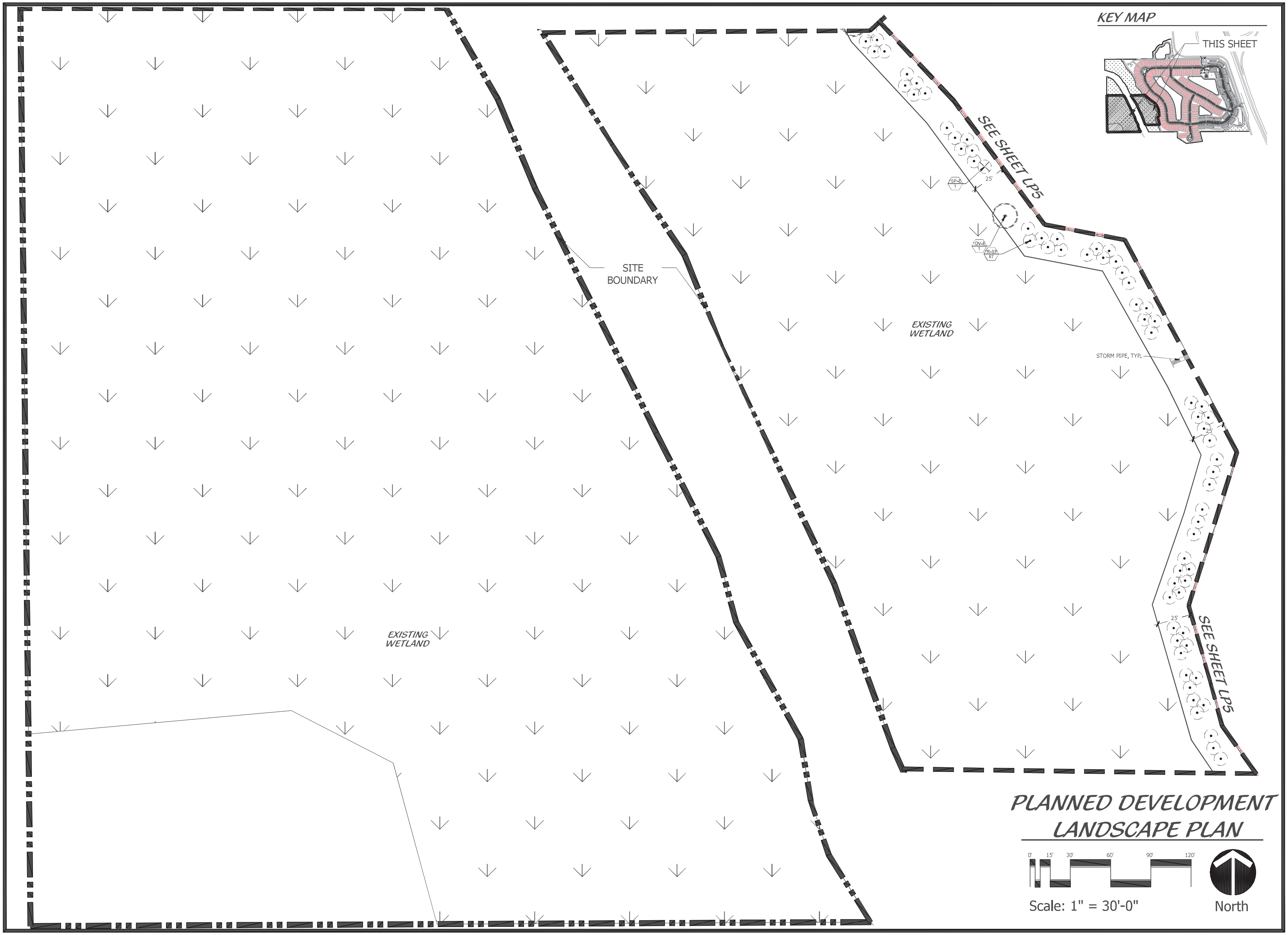
KEY MAP
THIS SHEET
SEE SHEET LP5
*SP-E
1
25'
*QV-E
1
*R-SP
67
SITE BOUNDARY
EXISTING WETLAND
STORM PIPE, TYP.
25'
25'
SEE SHEET LP5
EXISTING WETLAND
0'
15'
30'
60'
90'
120'
North

PLANNED DEVELOPMENT LANDSCAPE PLAN

Scale: 1" = 30'-0"

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Gordy Creek

Fort Pierce, Florida

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DATE	11-19-25
REVISIONS	

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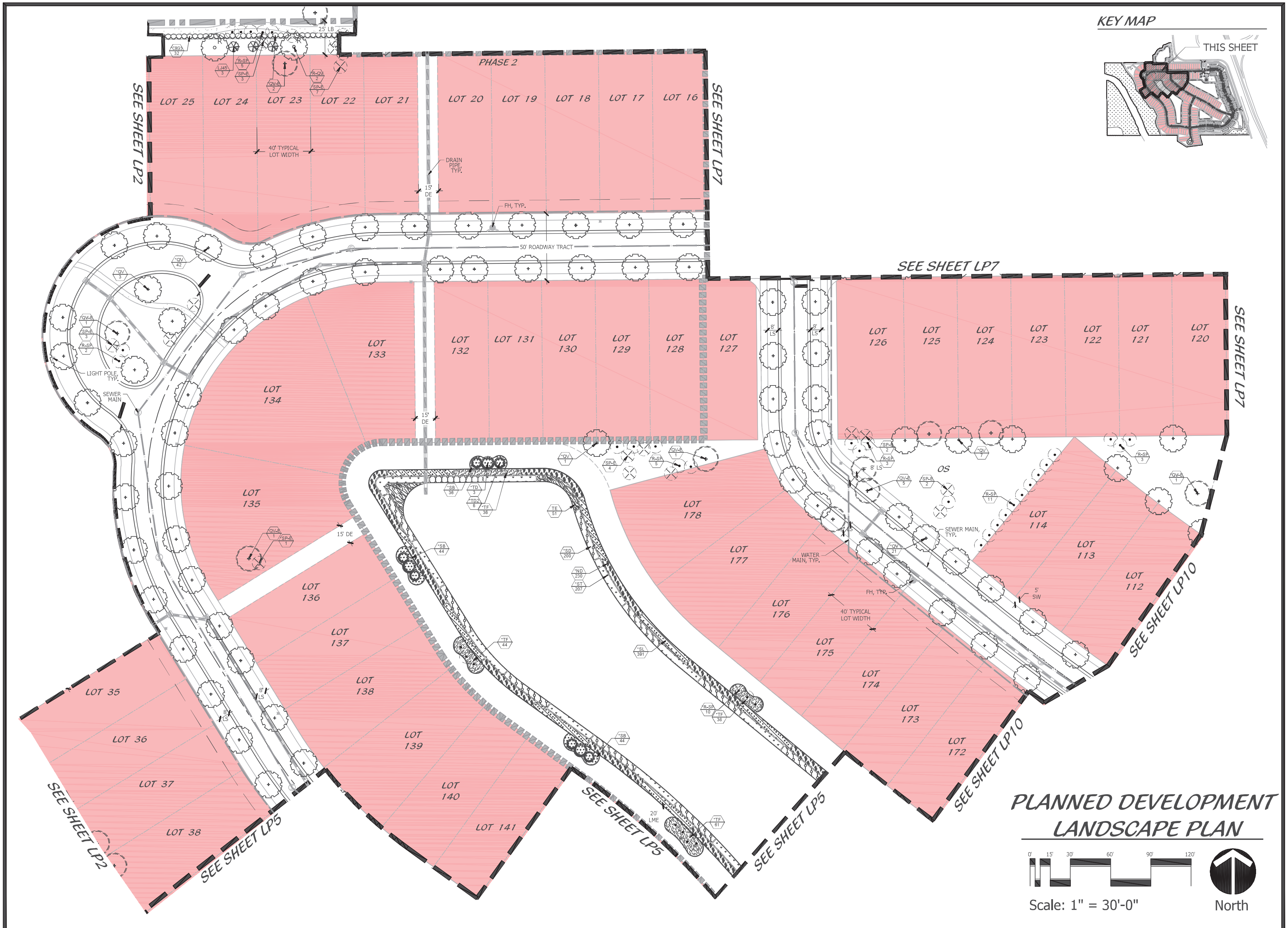
PLANNED DEVELOPMENT LANDSCAPE PLAN


KEY MAP
THIS SHEET
PHASE 2
LOT 25
LOT 24
LOT 23
LOT 22
LOT 21
LOT 20
LOT 19
LOT 18
LOT 17
LOT 16
SEE SHEET LP2
SEE SHEET LP7
25' LB
*CIG3 32
LJ45 3
*R-SP 5
*SP-E 3
*QV-E 2
*R-QV 2
*SP-E 7
40' TYPICAL LOT WIDTH
DRAIN PIPE, TYP.
15' DE
FH, TYP.
50' ROADWAY TRACT
*QV 42
*QV 3
*QV-E 1
*SP-E 3
*R-SP 2
LIGHT POLE, TYP.
SEWER MAIN
SEE SHEET LP7
LOT 126
LOT 125
LOT 124
LOT 123
LOT 122
LOT 121
LOT 120
LOT 133
LOT 132
LOT 131
LOT 130
LOT 129
LOT 128
LOT 127
LOT 134
LOT 135
8' LS
OS
*SP-E 2
*R-SP 3
*QV 7
*R-SP 3
*QV-E 1
*QV-E 5
*SP-E 2
*R-SP 11
*QV 1
*SP-E 4
*R-SP 5
QV-E 1
*QV-E 1
*SP-E 1
15' DE
*SB 36
*TD 3
*TD2 6
*TF 36
TE 51
*SB 44
*SD 200
*ND 230
*ST 207
*TF 44
*SL 391
*R-SP 10
*TF 36
*SB 44
20' LME
*TF 61
LOT 178
LOT 177
LOT 176
LOT 175
LOT 174
LOT 173
LOT 172
LOT 114
LOT 113
LOT 112
SEWER MAIN, TYP.
WATER MAIN, TYP.
*QV 21
FH, TYP.
40' TYPICAL LOT WIDTH
5' SW
SEE SHEET LP10
SEE SHEET LP10
LOT 136
LOT 137
LOT 138
LOT 139
LOT 140
LOT 141
SEE SHEET LP5
SEE SHEET LP5
LOT 35
LOT 36
LOT 37
LOT 38
SEE SHEET LP5
SEE SHEET LP2
0' 15' 30' 60' 90' 120'
North

Scale: 1" = 30'-0"

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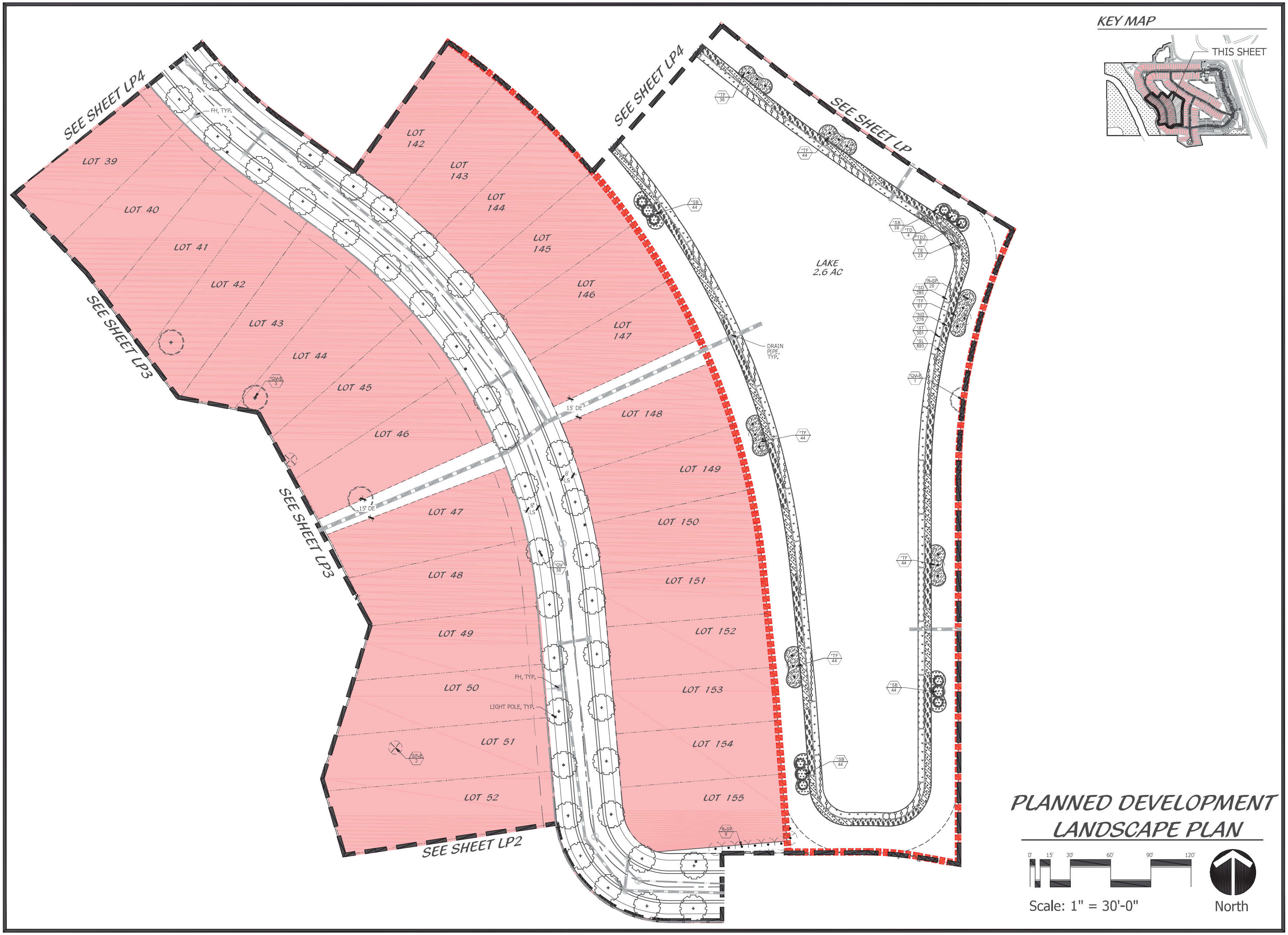
KEY MAP
THIS SHEET
SEE SHEET LP4
SEE SHEET LP4
SEE SHEET LP
SEE SHEET LP3
SEE SHEET LP3
SEE SHEET LP2
LOT 39
LOT 40
LOT 41
LOT 42
LOT 43
LOT 44
LOT 45
LOT 46
LOT 47
LOT 48
LOT 49
LOT 50
LOT 51
LOT 52
LOT 142
LOT 143
LOT 144
LOT 145
LOT 146
LOT 147
LOT 148
LOT 149
LOT 150
LOT 151
LOT 152
LOT 153
LOT 154
LOT 155
LAKE
2.6 AC
DRAIN PIPE, TYP.
*TF 36
*SB 44
*TF 44
*SB 39
*TD 4
*TD2 8
TE 23
*R-SP 20
*SD 285
*TF 61
*ND 276
*ST 301
*SL 683
*QV-E 1
*TF 44
*TF 44
*TF 44
*SB 44
*SB 44
*QV-E 3
15' DE
15' DE
8' LS
8' LS
*QV 38
FH, TYP.
FH, TYP.
LIGHT POLE, TYP.
*SP-E 2
*R-SP 8
0' 15' 30' 60' 90' 120'
North

PLANNED DEVELOPMENT LANDSCAPE PLAN

Scale: 1" = 30'-0"

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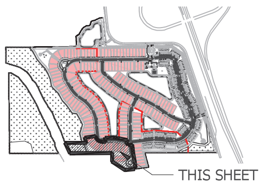
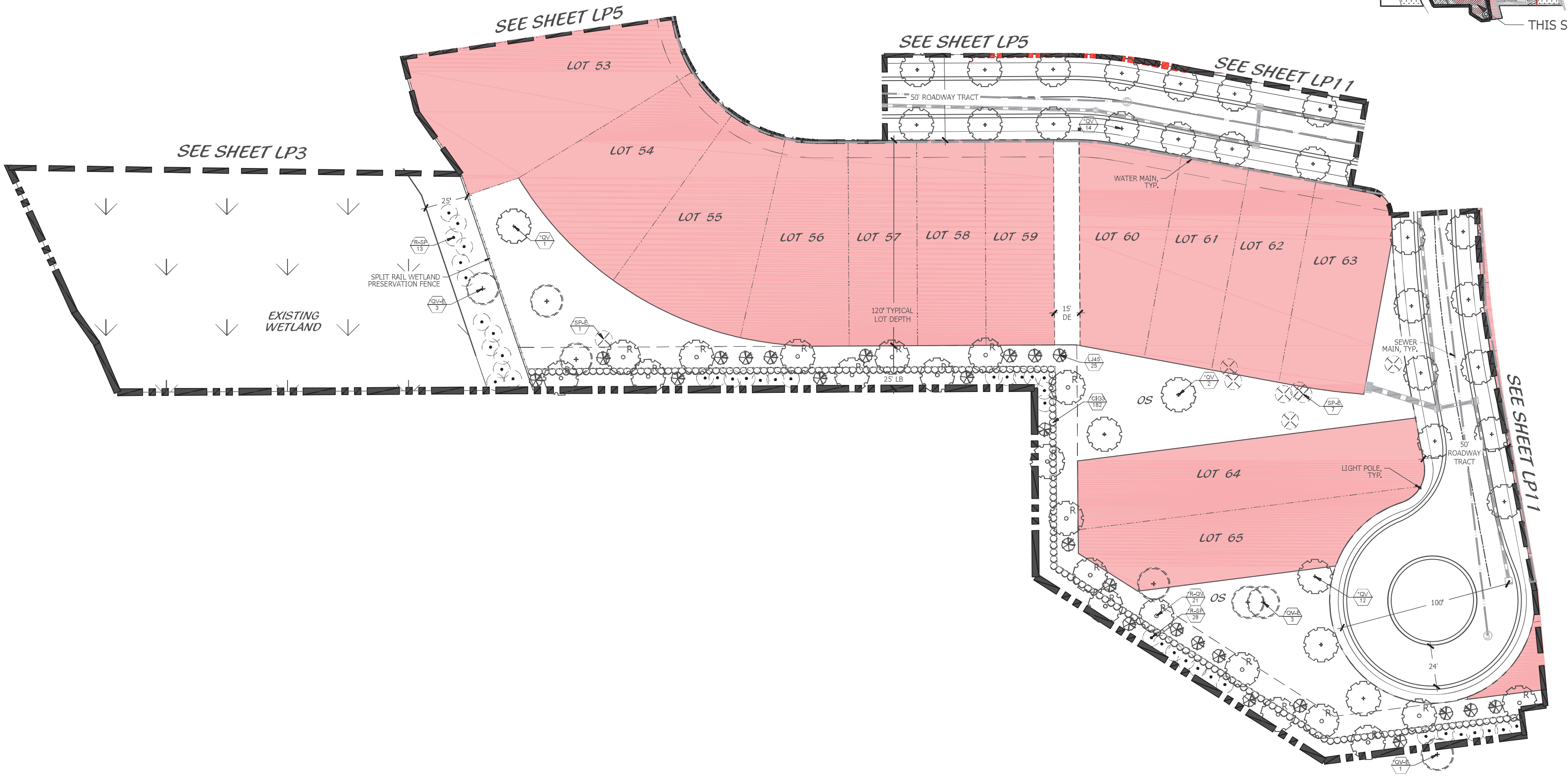
KEY MAP




SEE SHEET LP5
SEE SHEET LP5
SEE SHEET LP11
SEE SHEET LP3
SEE SHEET LP11
50' ROADWAY TRACT
LOT 53
LOT 54
LOT 55
LOT 56
LOT 57
LOT 58
LOT 59
LOT 60
LOT 61
LOT 62
LOT 63
LOT 64
LOT 65
WATER MAIN, TYP.
120' TYPICAL LOT DEPTH
15' DE
25' LB
SEWER MAIN, TYP.
50' ROADWAY TRACT
LIGHT POLE, TYP.
100'
24'
OS
OS
EXISTING WETLAND
SPLIT RAIL WETLAND PRESERVATION FENCE
25'
*R-SP 13
*QV 1
*QV-E 3
*SP-E 1
*QV 14
LJ45 25
*CIG3 182
*QV 2
*SP-E 7
*R-QV 21
*R-SP 28
*QV-E 3
*QV 12
*QV-E 1
R

PLANNED DEVELOPMENT LANDSCAPE PLAN

0' 15' 30' 60' 90' 120'

Scale: 1" = 30'-0"

North

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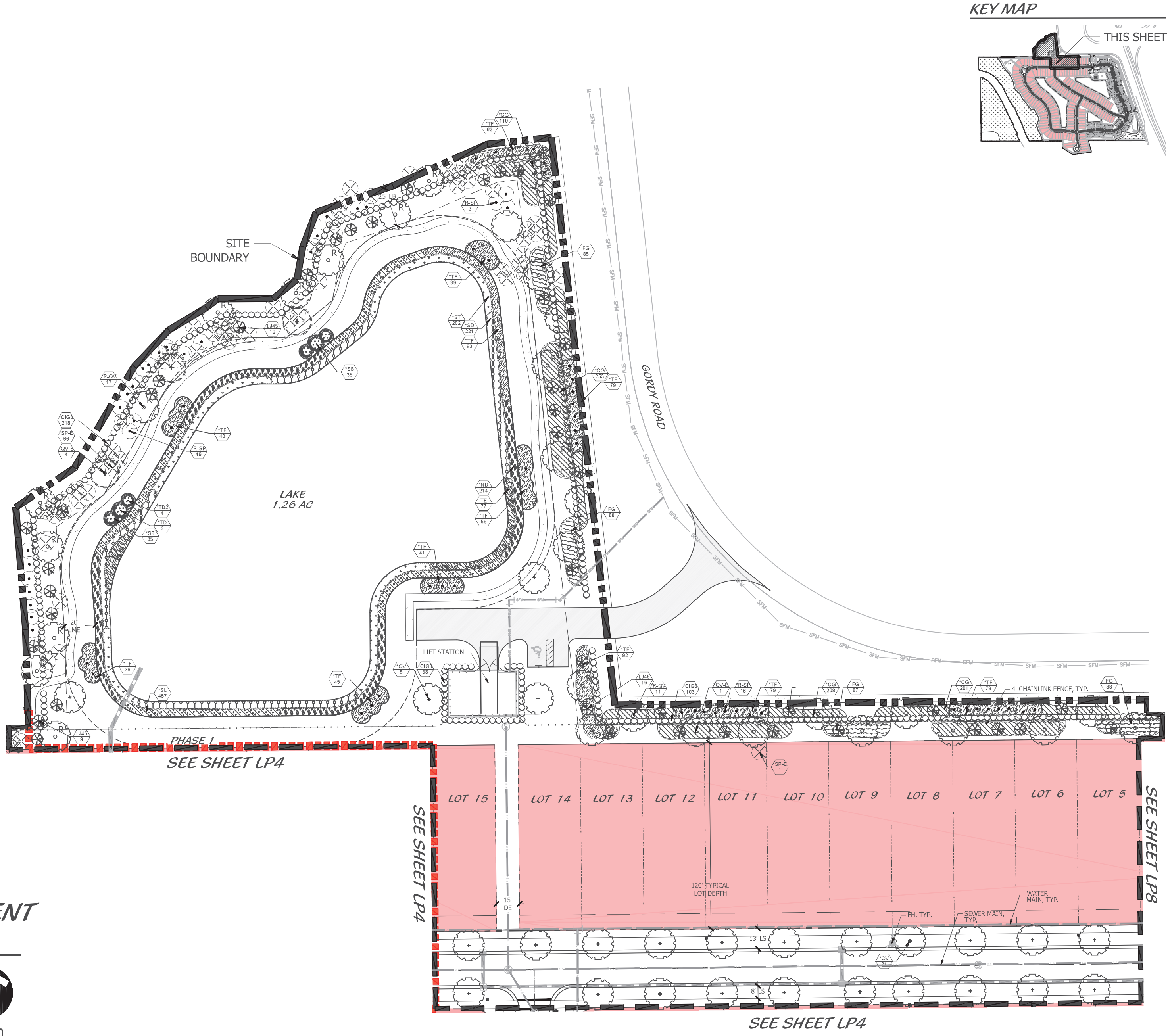
KEY MAP
THIS SHEET
SITE BOUNDARY
GORDY ROAD
SFM
LAKE
1.26 AC
LIFT STATION
PHASE 1
25' LB
20' LME
*CG
110
*TF
63
R-SP
3
FG
85
*TF
39
*ST
202
*SD
221
*TF
93
LJ45
19
*SB
35
*CG
253
*TF
79
R-QV
17
CIG3
218
SP-E
66
QV-E
4
*TF
40
R-SP
49
*ND
214
TE
77
*TF
56
TD2
4
*TD
2
*SB
35
FG
88
*TF
41
*TF
38
*SL
457
*TF
45
*QV
5
CIG3
38
*TF
92
LJ45
16
R-QV
11
LJ45
9
*CIG3
103
*QV-E
1
*R-SP
16
*TF
79
*CG
208
FG
87
*CG
201
*TF
79
4' CHAINLINK FENCE, TYP.
FG
88
*SP-E
1
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
120' TYPICAL LOT DEPTH
15' DE
WATER MAIN, TYP.
SEWER MAIN, TYP.
FH, TYP.
13' LS
8' LS
*QV
21
R
SEE SHEET LP8
SEE SHEET LP4
SEE SHEET LP4
SEE SHEET LP4

PLANNED DEVELOPMENT LANDSCAPE PLAN

0' 15' 30' 60' 90' 120'

Scale: 1" = 30'-0"

North

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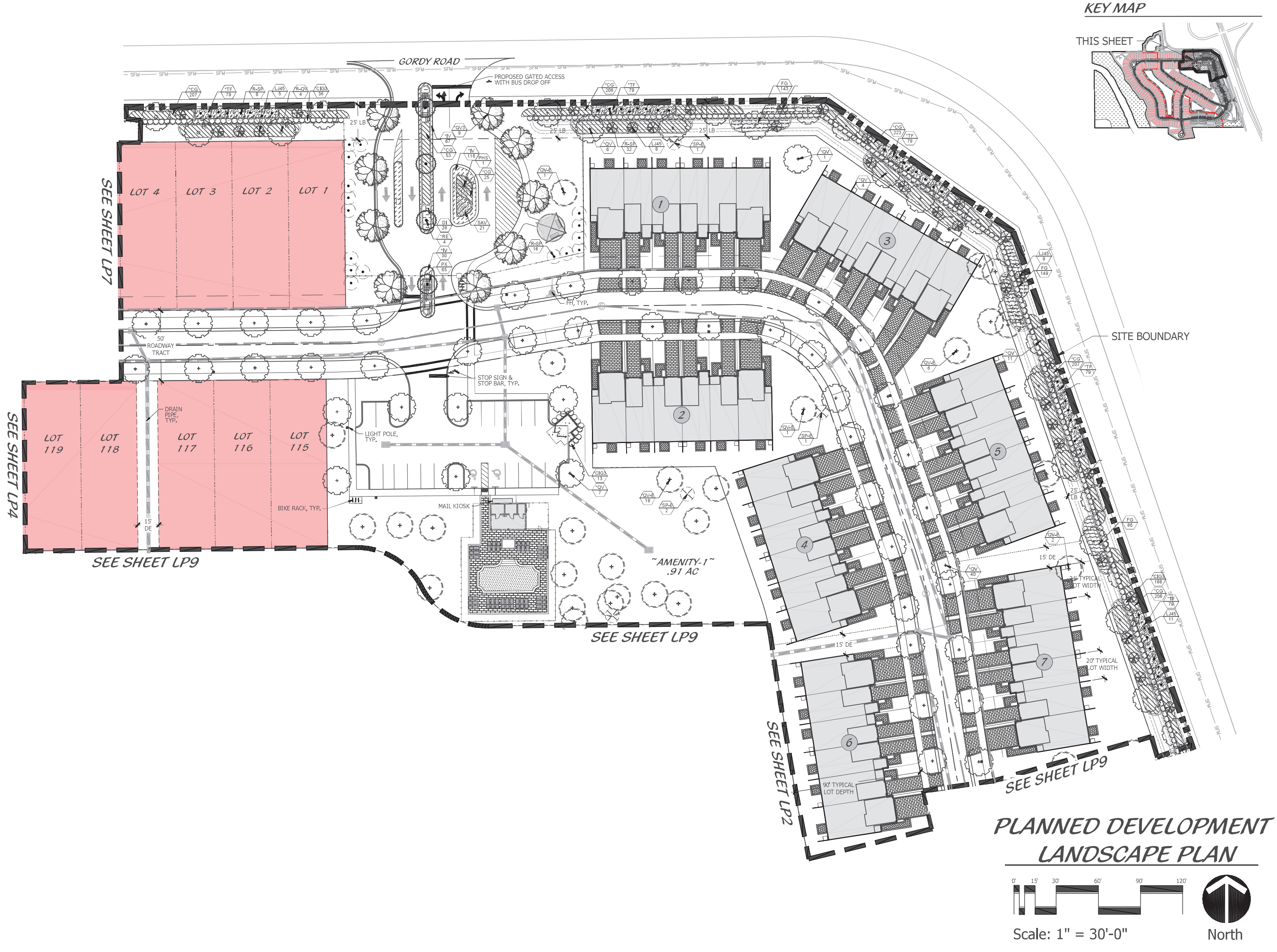
KEY MAP
THIS SHEET
GORDY ROAD
PROPOSED GATED ACCESS
WITH BUS DROP OFF
SFM
*CG 207
*TF 79
*R-SP 8
LJ45 5
*R-QV 4
*CIG3 36
*CG 206
*TF 79
FG 143
*CG 223
*TF 79
LJ45 9
FG 149
25' LB
*QV3 9
*IV 67
*CG 53
*IV 118
PHS 1
*CG 25
DI 28
*RE 4
*IV 30
PX 65
SAV 21
*R-SP 16
QV-E 1
*QV 6
*R-SP 32
LJ45 8
*SP-E 1
*QV 1
*QV 4
*QV 11
*QV-E 6
SITE BOUNDARY
*CG 207
*TF 79
25' LB
FG 86
*QV-E 2
15' DE
*QV 40
24' TYPICAL LOT WIDTH
*CIG3 188
*CG 206
*TF 79
LJ45 11
20' TYPICAL LOT WIDTH
SEE SHEET LP9
LOT 4
LOT 3
LOT 2
LOT 1
SEE SHEET LP7
FH, TYP.
50' ROADWAY TRACT
1
2
3
4
5
6
7
STOP SIGN & STOP BAR, TYP.
LIGHT POLE, TYP.
*QV-E 1
*SP-E 1
*CIG3 13
*QV 7
*QV-E 18
*SP-E 2
MAIL KIOSK
BIKE RACK, TYP.
~AMENITY-1~
.91 AC
DRAIN PIPE, TYP.
LOT 119
LOT 118
LOT 117
LOT 116
LOT 115
15' DE
SEE SHEET LP4
SEE SHEET LP9
SEE SHEET LP9
15' DE
90' TYPICAL LOT DEPTH
SEE SHEET LP2
SEE SHEET LP9
0'
15'
30'
60'
90'
120'
Scale: 1" = 30'-0"
North

PLANNED DEVELOPMENT LANDSCAPE PLAN

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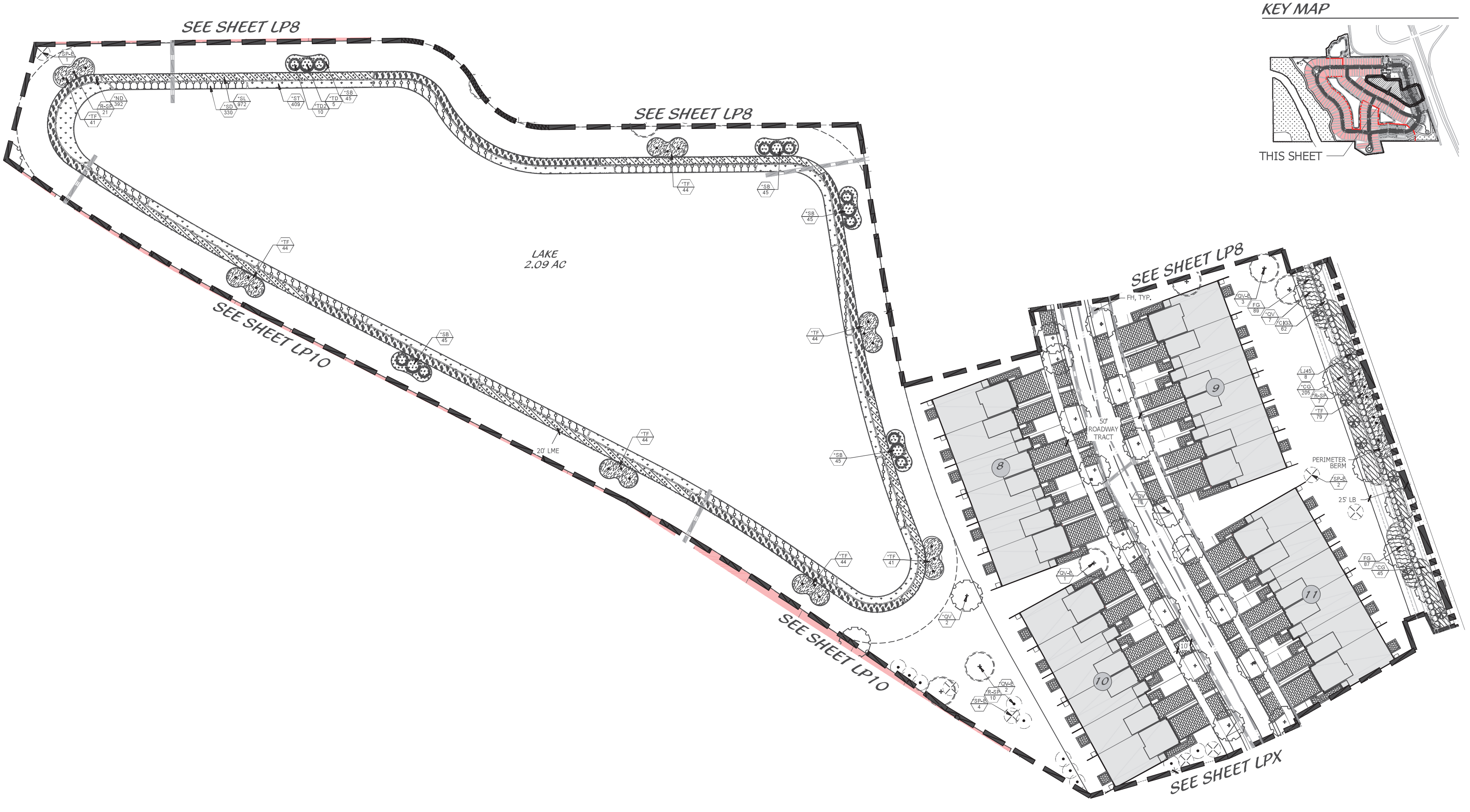
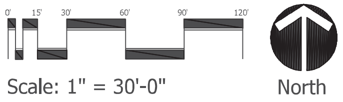

KEY MAP
THIS SHEET
SEE SHEET LP8
SEE SHEET LP8
SEE SHEET LP8
SEE SHEET LP10
SEE SHEET LP10
SEE SHEET LPX
SP-E 1
*ND 392
*R-SP 21
*TF 41
*SD 330
*SL 972
*ST 409
*TD2 10
*TD 5
*SB 45
*TF 44
*SB 45
*SB 45
*TF 44
LAKE
2.09 AC
*SB 45
*TF 44
*SB 45
20' LME
*TF 44
*TF 41
*QV 2
FH, TYP.
QV-E 3
FG 89
*QV 7
*CIG3 62
LJ45 8
*CG 205
*R-SP 7
*TF 79
50' ROADWAY TRACT
9
8
*QV 16
PERIMETER BERM
*SP-E 2
25' LB
FG 87
*CG 45
*QV-E 1
11
10
10'
*QV-E 2
R-SP 10
*SP-E 4

PLANNED DEVELOPMENT
LANDSCAPE PLAN


0'
15'
30'
60'
90'
120'

Scale: 1" = 30'-0"

North

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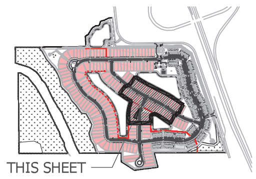
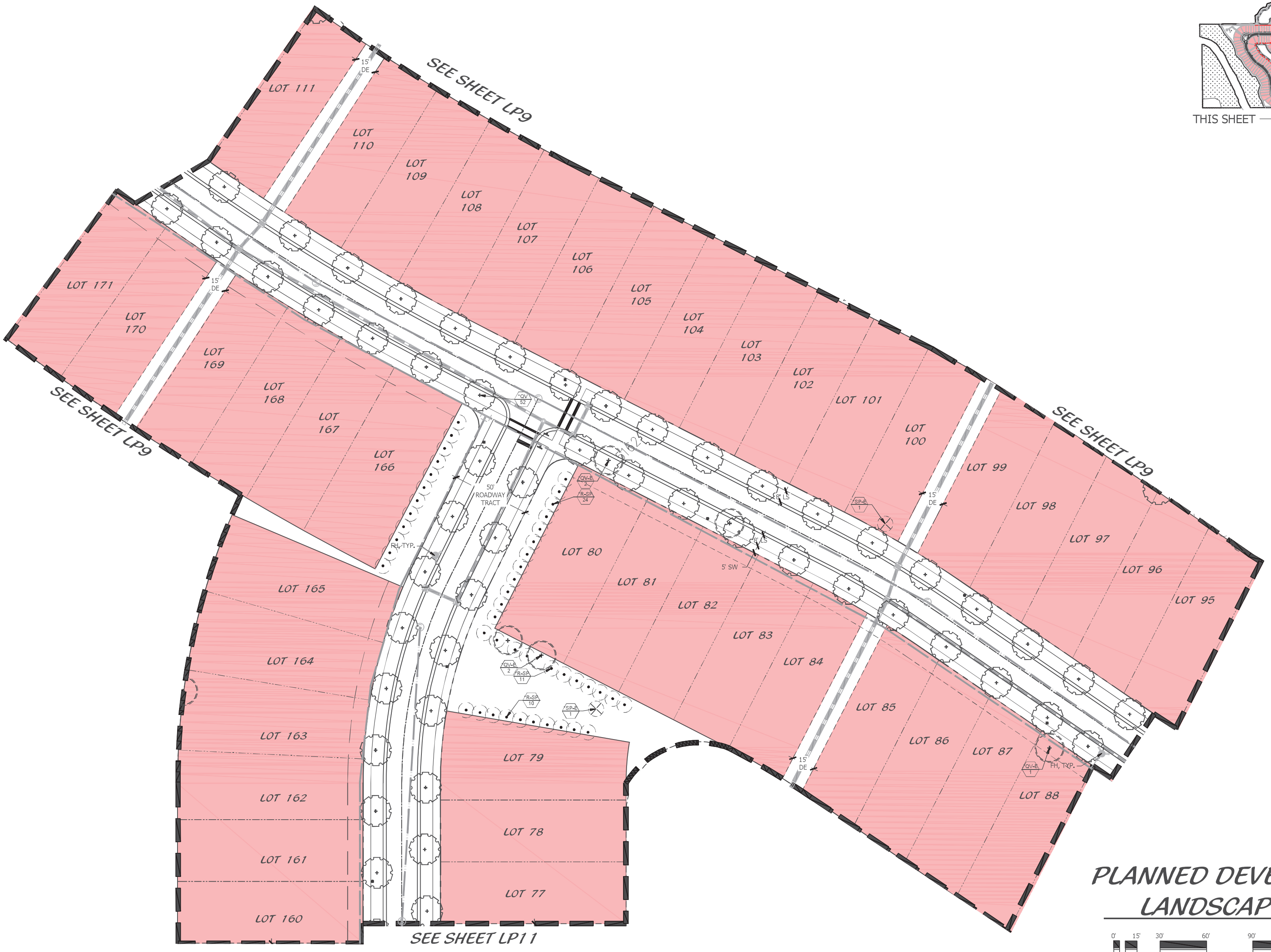
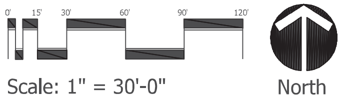
KEY MAP




SEE SHEET LP9
SEE SHEET LP9
SEE SHEET LP9
SEE SHEET LP11
LOT 111
LOT 110
LOT 109
LOT 108
LOT 107
LOT 106
LOT 105
LOT 104
LOT 103
LOT 102
LOT 101
LOT 100
LOT 99
LOT 98
LOT 97
LOT 96
LOT 95
LOT 171
LOT 170
LOT 169
LOT 168
LOT 167
LOT 166
LOT 165
LOT 164
LOT 163
LOT 162
LOT 161
LOT 160
LOT 80
LOT 81
LOT 82
LOT 83
LOT 84
LOT 85
LOT 86
LOT 87
LOT 88
LOT 79
LOT 78
LOT 77
15' DE
15' DE
15' DE
15' DE
50' ROADWAY TRACT
*QV 52
*QV-E 2
*R-SP 24
*QV-E 2
*R-SP 11
*R-SP 10
*SP-E 1
*SP-E 1
*QV-E 1
FH, TYP.
8' LS
8' LS
5' SW

PLANNED DEVELOPMENT LANDSCAPE PLAN


0'
15'
30'
60'
90'
120'

Scale: 1" = 30'-0"

North

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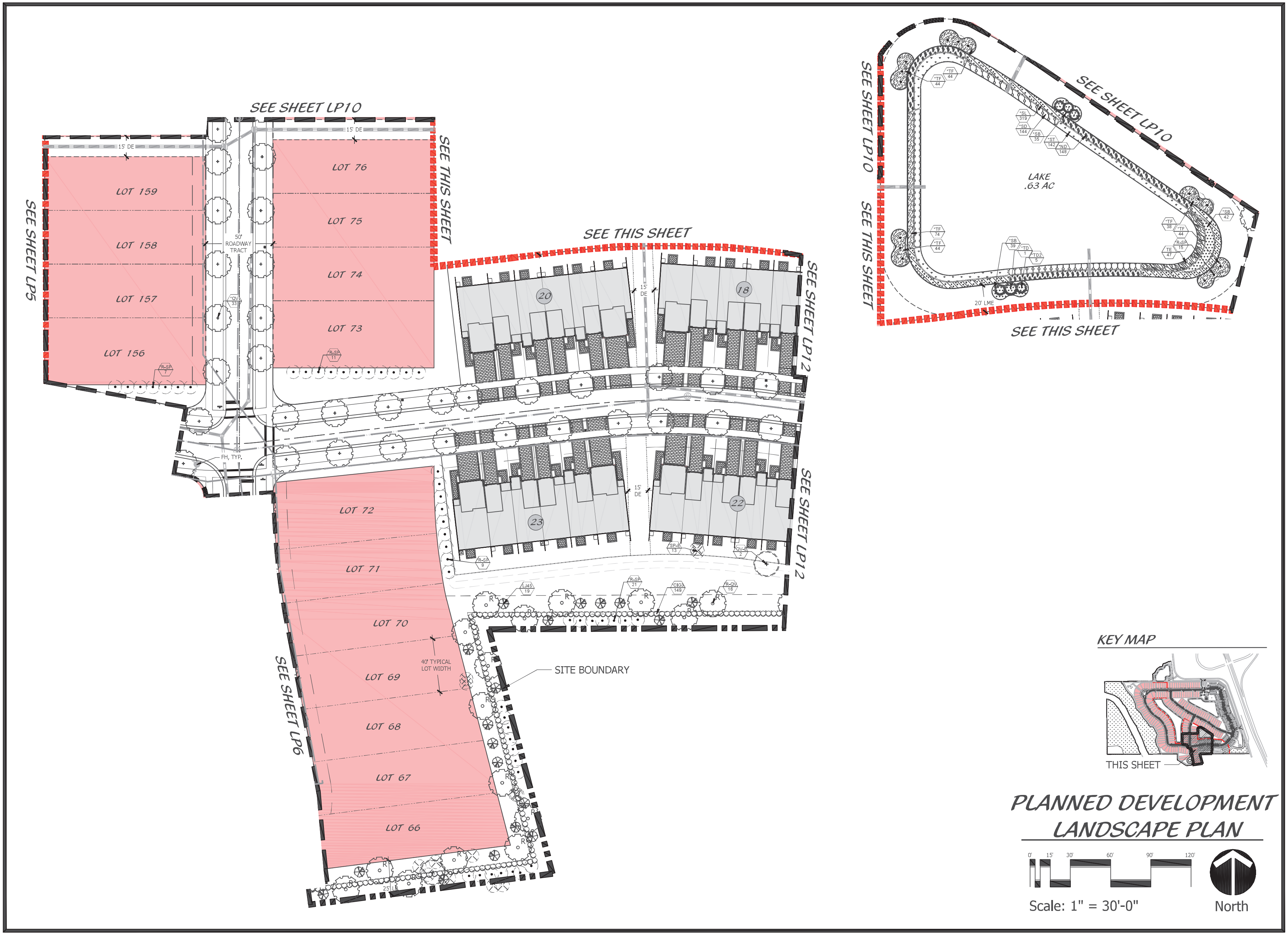
SEE SHEET LP10
SEE SHEET LP5
SEE THIS SHEET
SEE THIS SHEET
SEE SHEET LP12
SEE SHEET LP12
SEE SHEET LP6
15' DE
15' DE
LOT 159
LOT 158
LOT 157
LOT 156
LOT 76
LOT 75
LOT 74
LOT 73
LOT 72
LOT 71
LOT 70
LOT 69
LOT 68
LOT 67
LOT 66
50' ROADWAY TRACT
*QV 33
*R-SP 7
*R-SP 11
FH, TYP.
20
18
23
22
15' DE
15' DE
*R-SP 9
*SP-E 13
QV-E 2
LJ45 19
*R-SP 21
*CIG3 149
*R-QV 16
R
40' TYPICAL LOT WIDTH
SITE BOUNDARY
25' LB
SEE SHEET LP10
SEE SHEET LP10
SEE THIS SHEET
SEE THIS SHEET
LAKE .63 AC
*TF 44
*TF 44
*SL 319
*SD 144
*SB 35
*ST 142
*ND 148
*TF 74
*TF 44
*SB 39
*TD 1
*TD2 5
*SB 42
*TF 38
*TF 44
*R-SP 15
TE 47
20' LME
KEY MAP
THIS SHEET
0' 15' 30' 60' 90' 120'
Scale: 1" = 30'-0"
North

PLANNED DEVELOPMENT LANDSCAPE PLAN

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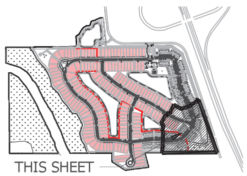
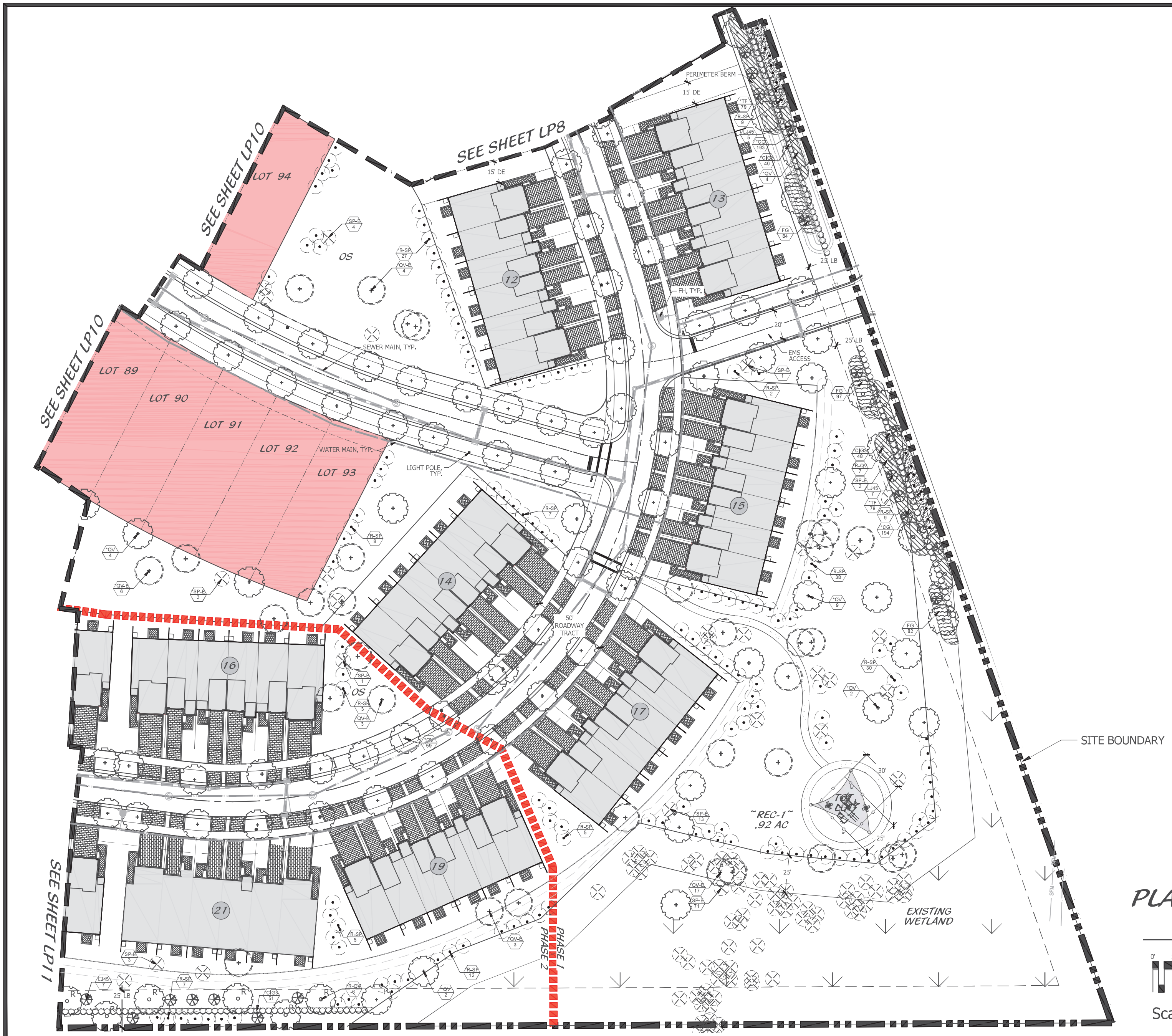
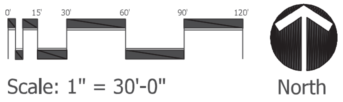
KEY MAP




SEE SHEET LP8
SEE SHEET LP10
SEE SHEET LP10
SEE SHEET LP11
LOT 94
LOT 89
LOT 90
LOT 91
LOT 92
LOT 93
OS
OS
12
13
14
15
16
17
19
21
PERIMETER BERM
15' DE
15' DE
25' LB
25' LB
25' LB
FH, TYP.
20'
EMS ACCESS
SEWER MAIN, TYP.
WATER MAIN, TYP.
LIGHT POLE, TYP.
50' ROADWAY TRACT
~REC-1~
.92 AC
30'
25'
25'
EXISTING WETLAND
PHASE 1
PHASE 2
SITE BOUNDARY

PLANNED DEVELOPMENT LANDSCAPE PLAN


0'
15'
30'
60'
90'
120'
North

Scale: 1" = 30'-0"

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LANDSCAPE NOTES

ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY 'FLORIDA GRADES AND STANDARDS' LATEST EDITION.

ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF FORT PIERCE LAND DEVELOPMENT REGULATIONS. THE CITY OF FORT PIERCE LANDSCAPE CODE (LDRs) SHALL GOVERN IN THE EVENT OF A CONFLICT.

VEGETATION REMOVAL PERMITS ARE REQUIRED PRIOR TO REMOVING, CLEARING OR STRIPPING ANY VEGETATION FROM THE PROPERTY.

AT THE TIME OF BUILDING PERMIT, THE APPLICANT SHALL EXECUTE HOLD HARMLESS AGREEMENTS WITH ALL APPLICABLE UTILITIES FOR LANDSCAPING WITHIN UTILITY EASEMENTS.

THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS AND/ OR CHANGES WITHOUT THE AUTHORIZATION OF THE CITY OF FORT PIERCE, THE OWNER AND THE LANDSCAPE ARCHITECT.

THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.

THE CONTRACTOR SHALL COORDINATE THE PLANTING AND TRIMMING OF STREET TREES TO ENSURE FULL VISIBILITY TO TRAFFIC CONTROL AND SAFETY SIGNAGE

TREES SHALL BE POSITIONED TO AVOID CONFLICTS WITH SIGNAGE AND SITE LIGHTING. LARGER TREES WILL BE PROVIDED AT INTERSECTIONS WHERE DEEMED NECESSARY.

ALL VEGETATION SHALL BE SELECTED AND POSITIONED SO THAT IT DOES NOT PRESENT OBSTRUCTIONS TO THE LINE OF SIGHT AT INTERSECTIONS PURSUANT TO SECTION 27-1262(a)(9)(c) OF THE CITY OF FORT PIERCE CODE.

ALL ABOVE GROUND UTILITIES I.E. TRANSFORMERS, SWITCH BOXES, AC CONDENSERS AND ALIKE SHALL BE FULLY SCREENED FROM VIEW ON THREE SIDES WITH LANDSCAPING. THE LANDSCAPING SHALL TO THE TALLEST POINT OF SAID EQUIPMENT AT TIME OF PLANTING.

ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.

SOD AND IRRIGATION SHALL BE INSTALLED IN ANY ADJACENT RIGHT OF WAY BETWEEN THE SIDEWALK AND THE CURB.

ALL SOD SHALL BE STENOTAPHRUM SECONDATUS FLORITAM-PALMETTO (ST. AUGUSTINE SOD).

TREES WITHIN PLANTING ISLANDS LESS THAN FIVE (5) FEET IN WIDTH SHALL BE LOCATED TO AVOID CONFLICTS WITH THE OVERHANG OF VEHICLES.

TYPE D RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

TREES AT ENTRANCE WAYS AND WITHIN SIGHT TRIANGLES SHALL BE TRIMMED IN SUCH A FASHION TO MINIMIZE SITE VISIBILITY CONFLICTS. CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 30 INCHES AND 7 FEET. TEN FOOT BY THIRTY FOOT SIGHT VISIBILITY TRIANGLES SHALL BE PROVIDED AT THE INTERSECTIONS WITH THE PUBLIC RIGHT OF WAY. IN ADDITION ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FDOT INDEX 546.

EARTH BERMS SHALL NOT EXCEED A 3:1 SLOPE 4:1 SLOPES OR GREATER ARE PREFERABLE.

ALL TREES PLANTED UNDER OR ADJACENT TO FPL POWER LINES WILL COMPLY WITH THE FPL RIGHT TREE IN THE RIGHT PLACE GUIDELINES (REV 5/95)

PERIMETER TREES AT THE TIME OF PLANTING SHALL BE SPACED IN A WAY THAT COMPLEMENTS THE SPACING OF ANY EXISTING TREES ON ADJACENT DEVELOPED AREAS.

ALL LANDSCAPE ISLANDS AND BEDS SHALL BE FREE FROM SHELL ROCK AND CONSTRUCTION DEBRIS, EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN NATIVE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.

ALL LANDSCAPE ISLANDS SHALL INCORPORATE THE INSTALLATION OF MOUNDING OF NATIVE SOILS A MINIMUM OF SIX INCHES (6") ABOVE THE TOP OF CURB.

19.5" 'BIO BARRIER' ROOT BARRIER SHALL BE PROVIDED FOR SHADE TREES PLANTED WITHIN SIX (6') FEET OF PUBLIC CURBS, SIDEWALKS OR PUBLIC RIGHT OF WAYS. ALL ROOT BARRIER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURES RECOMMENDATIONS. THE TOTAL LENGTH OF THE ROOT BARRIERS SHALL BE 20' ADJACENT TO THE SIDEWALK AND 20' ADJACENT TO THE CURB.

ALL AREAS SHALL BE FULLY IRRIGATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF FORT PIERCE. THE IRRIGATION WATER SOURCE SHALL BE WELL WATER FOR COMMON AREAS AND POTABLE WATER AROUND THE BUILDING FOUNDATION.

CATCH BASINS AND DRAINAGE SHALL NOT BE LOCATED WITH IN REQUIRED PERIMETER BUFFERS OR PRESERVE AREAS.

THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% OVERLAP COVERAGE TO ALL LANDSCAPE AND SOD AREAS.

THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR/CUT OFF SWITCH IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.

EXISTING TREES AND VEGETATION TO REMAIN SHALL BE STAKED AND BARRICADED PRIOR TO ANY LAND CLEARING. TREES TO BE RELOCATED SHALL BE ROOT PRUNED AND PROTECTED DURING CONSTRUCTION.

ALL TREES PROPOSED TO BE PRESERVED ON SITE SHALL BE PROTECTED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN DIVISION IV., VEGETATION REMOVAL REQUIREMENTS IN THE CITY OF FORT PIERCE CODE PRIOR TO THE ISSUANCE OF A C.O.

ANY AREA DESIGNATED WITH EXISTING VEGETATION TO REMAIN THAT IS DISTURBED DURING CONSTRUCTION WILL BE RESTORED WITH NATIVE PLANTINGS.

EXISTING TREES PRESERVED OR RELOCATED ON SITE SHALL BE PRUNED ACCORDING TO ANSI A300 STANDARDS OR BY AN ISA CERTIFIED ARBORIST.

ALL EXISTING LANDSCAPING AND TREES TO REMAIN SHALL BE BARRICADED WITH ORANGE CONSTRUCTION BARRICADE. THE BARRICADE SHALL BE INSTALLED AT THE DRIP LINE OF THE TREE/PALM OR AT THE EDGE OF THE SHRUB MASS. BARRICADES SHALL REMAIN IN PLACE THROUGHOUT THE DURATION OF CONSTRUCTION.

EXISTING, SUITABLE NATIVE VEGETATION LOCATED WITHIN THE PROPOSED DEVELOPMENT AREAS SHALL BE RELOCATED TO SUPPLEMENT THE LANDSCAPING. NATIVE VEGETATION SHALL BE RELOCATED BY TREE SPADE OR CRANE. PRIOR TO THE CLEARING OF THE SITE THE APPLICANT SHALL IDENTIFY ALL NATIVE VEGETATION TO BE RELOCATED.

RELOCATION METHODOLOGY: EXISTING NATIVE VEGETATION DETERMINED TO BE SUITABLE FOR RELOCATION SHALL BE RELOCATED TO TARGET AREAS USING HYDROLOGIC TREE SPADES. THE SIZE OF SPADE SHALL VARY FROM 90" TO 45" DEPENDING ON THE SIZE AND TYPE OF VEGETATION TO BE MOVED. THE APPLICANT SHALL IDENTIFY PRIOR TO THE CLEARING OF THE SITE ALL EXISTING NATIVE VEGETATION TO BE RELOCATED. FOLLOWING RELOCATION, VEGETATION SHALL BE WATERED DAILY FOR A PERIOD NOT LESS THAN 90 DAYS AFTER WHICH IT SHALL BE WATERED ON AN AS NEED BASIS TO INSURE SURVIVAL. AT A MINIMUM THE APPLICANT SHALL INSURE 60% SURVIVAL FOR ALL RELOCATED PLANT MATERIAL.

LANDSCAPE SPECIFICATIONS

1. GENERAL LANDSCAPE REQUIREMENTS

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

PLANT SIZE AND QUALITY

TREES, PALMS, SHRUBS, GROUNDCOVERS:
PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS, NOMENCLATURE SHALL CONFORM TO STANDARD PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

STANDARD PLANTING MIXTURE SHALL BE ONE (1) PART RECYCLED ORGANIC MATERIAL ADDED TO THREE (3) PARTS EXISTING NATIVE SOIL.

REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITEC TO BE UNSUITABLE FOR PLANTING, IE. ROAD BASE, PAVEMENT, ETC. REPLACMENT SOIL MIX SHALL CONTAIN 60% SAND AND 40% MUCK. SAND SHALL BE 100% CLEAN NATIVE SAND SCREENED TO 1/4" AND MUCK SHALL BE 100% CLEAN ORGANIC NATIVE MUCK SCREENED TO 1/2". ALL SOIL SHALL BE MIXED PRIOR TO DELIVERY ON SITE.

MULCH SHALL BE SHREDDED MELALEUCA, EUCALYPTUS OR GRADE "A" RECYCLED. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3", EXCEPT AS OTHERWISE NOTED.

FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF MILORGANITE ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE-FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET THE FOLLOWING REQUIREMENTS: 16% NITROGEN, 7% PHOSPHORUS, 12% POTASSIUM, PLUS IRON. TABLET FERTILIZER (AGRIFORM OR EQUAL) IN 21 GRAM SIZE SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 10% PHOSPHORUS AND 5% POTASSIUM.

FERTILIZER WILL BE APPLIED AT THE FOLLOWING RATES:

PLANT SIZE	16-7-12	AGRIFORM TABLETS (21 GRAM)
1 GAL.	1/4 LB.	1
3 GAL.	1/3 LB.	3
7-15 GAL.	1/2 LB.	6
1"-6" CALIPER	2 LBS./1" CALIPER	2 PER 1" CALIPER
6" AND LARGER	3 LBS./1" CALIPER	2 PER 1" CALIPER

"FLORIDA EAST COAST PALM SPECIAL" SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF ½ LB. PER INCH OF TRUNK UNLESS OTHERWISE SPECIFIED.

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 9 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF CONTRACT OR ACCEPTANCE BY LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.

THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY HIS CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.

UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR WITHIN 14 DAYS.

ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

2. PLANTING TREES

EXCAVATE PIT AS PER PLANTING DETAILS.

BACKFILL AROUND BALL WITH STANDARD PLANTING MIXTURE AND SLIGHTLY COMPACT, WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 6" HIGH BERM OF STANDARD PLANTING MIXTURE BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH EXCEPT WITHIN 6" OF TRUNK.

PRUNE TREE TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE BACK TERMINAL LEADER.

GUY AND STAKE TREE IN ACCORDANCE WIT THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.

3. PLANTING SHRUBS

LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.

EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS FOR POSITIONING AT PROPER HEIGHT. BACKFILL AROUND PLANTS WITH STANDARD PLANTING MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHED AND BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH EXCEPT WITHIN 3" OF STEMS.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.

4. PLANTING GROUND COVER

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILLTO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH.

DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

5. PLANTING LAWNS

SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PROVIDED ON SITE OR IMPORTED STANDARD PLANTING MIX TO FINISH DESIGN ELEVATIONS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP, STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED STANDARD PLANTING MIXTURE INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

6. MISCELLANEOUS LANDSCAPE WORK

LANDSCAPE MAINTENANCE

MAINTAIN LANDSCAPE WORK UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOWING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL.

PLANT MATERIAL SUBSTITUTION

NO SUBSTITUTION OF PLANT MATERIAL, TYPE OR SIZES WILL BE PERMITTED WITHOUT AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.

PLANTING BED PREPARATION

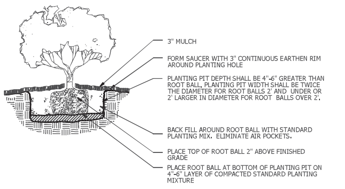
ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF TORPEDO GRASS (PANICUM REPENS) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED REPLACEMENT SOIL.

LANDSCAPE WARRANTY

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF CONDITIONAL ACCEPTANCE, THE SIX (6) MONTH PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED OR DECLINED TO THE POINT WHERE THEY NO LONGER MEET FLORIDA #1 CONDITION DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR ON THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM ACTS OF GOD SUCH AS LIGHTNING, VANDALISM, AND AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS UP TO THE CONDITIONAL ACCEPTANCE PERIOD, UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.

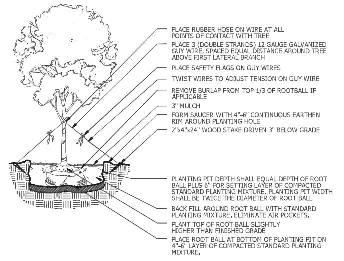
PLANTING DETAILS



3" MULCH
FORM SAUCER WITH 3" CONTINUOUS EARTHEN RIM AROUND PLANTING HOLE
PLANTING PIT DEPTH SHALL BE 4"-6" GREATER THAN ROOT BALL, PLANTING PIT WIDTH SHALL BE TWICE THE DIAMETER FOR ROOT BALLS 2' AND UNDER OR 2' LARGER IN DIAMETER FOR ROOT BALLS OVER 2'.
BACK FILL AROUND ROOT BALL WITH STANDARD PLANTING MIX. ELIMINATE AIR POCKETS.
PLACE TOP OF ROOT BALL 2" ABOVE FINISHED GRADE
PLACE ROOT BALL AT BOTTOM OF PLANTING PIT ON 4"-6" LAYER OF COMPACTED STANDARD PLANTING MIXTURE

SHRUB/GROUNDCOVER PLANTING DETAIL

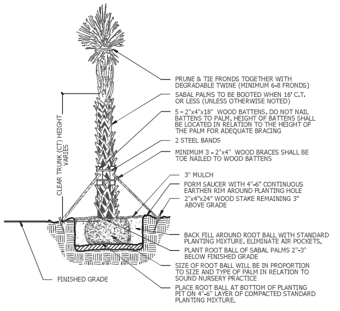
NTS



PLACE RUBBER HOSE ON WIRE AT ALL POINTS OF CONTACT WITH TREE
PLACE 3 (DOUBLE STRANDS) 12 GAUGE GALVANIZED GUY WIRE, SPACED EQUAL DISTANCE AROUND TREE ABOVE FIRST LATERAL BRANCH
PLACE SAFETY FLAGS ON GUY WIRES
TWIST WIRES TO ADJUST TENSION ON GUY WIRE
REMOVE BURLAP FROM TOP 1/3 OF ROOTBALL IF APPLICABLE
3" MULCH
FORM SAUCER WITH 4"-6" CONTINUOUS EARTHEN RIM AROUND PLANTING HOLE
2"x4"x24" WOOD STAKE DRIVEN 3" BELOW GRADE
PLANTING PIT DEPTH SHALL EQUAL DEPTH OF ROOT BALL PLUS 6" FOR SETTING LAYER OF COMPACTED STANDARD PLANTING MIXTURE. PLANTING PIT WIDTH SHALL BE TWICE THE DIAMETER OF ROOT BALL
BACK FILL AROUND ROOT BALL WITH STANDARD PLANTING MIXTURE. ELIMINATE AIR POCKETS.
PLANT TOP OF ROOT BALL SLIGHTLY HIGHER THAN FINISHED GRADE
PLACE ROOT BALL AT BOTTOM OF PLANTING PIT ON 4"-6" LAYER OF COMPACTED STANDARD PLANTING MIXTURE.

LARGE TREE PLANTING DETAIL

NTS



PRUNE & TIE FRONDS TOGETHER WITH DEGRADABLE TWINE (MINIMUM 6-8 FRONDS)
SABAL PALMS TO BE BOOTED WHEN 16' C.T. OR LESS (UNLESS OTHERWISE NOTED)
5 - 2"x4"x18" WOOD BATTENS. DO NOT NAIL BATTENS TO PALM. HEIGHT OF BATTENS SHALL BE LOCATED IN RELATION TO THE HEIGHT OF THE PALM FOR ADEQUATE BRACING
2 STEEL BANDS
MINIMUM 3 - 2"x4" WOOD BRACES SHALL BE TOE NAILED TO WOOD BATTENS
CLEAR TRUNK (CT) HEIGHT VARIES
3" MULCH
FORM SAUCER WITH 4"-6" CONTINUOUS EARTHEN RIM AROUND PLANTING HOLE
2"x4"x24" WOOD STAKE REMAINING 3" ABOVE GRADE
BACK FILL AROUND ROOT BALL WITH STANDARD PLANTING MIXTURE. ELIMINATE AIR POCKETS.
PLANT ROOT BALL OF SABAL PALMS 2"-3" BELOW FINISHED GRADE
SIZE OF ROOT BALL WILL BE IN PROPORTION TO SIZE AND TYPE OF PALM IN RELATION TO SOUND NURSERY PRACTICE
FINISHED GRADE
PLACE ROOT BALL AT BOTTOM OF PLANTING PIT ON 4"-6" LAYER OF COMPACTED STANDARD PLANTING MIXTURE.

PALM PLANTING DETAIL

NTS

TYPICAL PLANT LIST

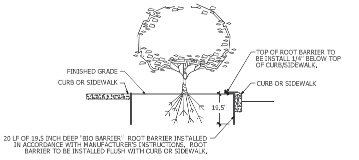
CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	CALIPER	SIZE	NATIVE	REMARKS
TREES								
LJ45	164	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	45 GAL	MULTI TRUNK	7`-8` OA	N	MULTI-STEM, LIMB UP 2.5`
*QV	432	QUERCUS VIRGINIANA	LIVE OAK	100 GAL OR FG	6" CAL	12`-14` OA	Y	FULL CANOPY
*QV-E	118	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK - EXISTING	EXISTING	EXISTING	EXISTING	Y	FLORIDA #1
*QV3	9	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	FIELD GROWN	8" CAL	25` OA	Y	CHARACTER SPECIMEN, ORGANIC SHAPE
*R-QV	94	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK - RELOCATED	RELOCATED	RELOCATED	RELOCATED	Y	RELOCATED, FULL & THICK CANOPY
*TD2	33	TAXODIUM DISTICHUM	BALD CYPRESS	15 GAL	1" CAL	6`-8` OA	Y	FULL CANOPY
*TD	15	TAXODIUM DISTICHUM	BALD CYPRESS	30 GAL.	3" CAL	10` OA	Y	FULL & THICK
PALMS								
PHS	1	PHOENIX SYLVESTRIS	SYLVESTER DATE PALM	FIELD GROWN	NA	4`-6` HT	N	STRAIGHT TRUNK, FULL CANOPY, MATCHED, DIAMOND CUT
*RE	4	ROYSTONEA REGIA	ROYAL PALM	FIELD GROWN	NA	8` CT	Y	MATCHED, FLORIDA FANCY
*SP-E	260	SABAL PALMETTO	SABAL PALM - EXISTING	EXISTING	EXISTING	EXISTING	Y	FULL & THICK, STRAIGHT TRUNK
*R-SP	721	SABAL PALMETTO	SABAL PALM - RELOCATED	RELOCATED	N/A	10` CT MIN., STGG BY 6` HEIGHT DIFFERENCE	Y	RELOCATED TREE, SLICK TRUNK, STRIGHT TRUNK, STAGGER HEIGHTS BY 6'

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	SIZE	SPACING	NATIVE	REMARKS
SHRUBS								
*CIG3	1,262	CLUSIA GUTTIFERA	SMALL LEAF CLUSIA	15 GAL	3` X 2`	4` OC	Y	FULL & THICK
GROUND COVERS								
*CG	2,506	CHRYSOBALANUS ICACO `GREEN TIP`	COCOPLUM	3 GAL	18" X 18"	2.5` OC	Y	FULL & THICK
DI	28	DIETES IRIDIOIDES	AFRICAN WHITE IRIS	3 GAL	18" X 18"	2` OC	N	FULL & THICK
FG	1,165	FICUS MACROPHYLLA `GREEN ISLAND`	GREEN ISLAND FICUS	3 GAL	18" X 18"	2` OC	N	FULL & THICK
*IV	215	ILEX VOMITORIA `STOKES DWARF`	DWARF YAUPON HOLLY	3 GAL	18" X 18"	2` OC	Y	FULL & THICK
PX	65	PHILODENDRON X `XANADU`	XANADU PHILODENDRON	3 GAL	18" X 18"	2` OC	N	FULL & THICK
SAV	21	SCHEFFLERA ARBORICOLA `TRINETTE`	DWARF VARIEGATED SCHEFFLERA	3 GAL	18" X 18"	2.5` OC	N	FULL & THICK
LITTORAL PLANTINGS								
*ND	1,260	NYMPHAEA ODORATA	WATER LILY	PLUG	1` X 1`	1.5` OC	Y	FULL PLUGS
*SD	1,180	SAGITTARIA LANCIFOLIA	DUCK POTATO	PLUG	1.5` X 1.5`	1.5` OC	Y	FULL & THICK
*SL	2,822	SAGITTARIA LATIFOLIA	BROADLEAF ARROWHEAD	PLUG	2.5` X 1.5`	2` OC	Y	FULL & THICK
*ST	1,261	SCRIPUS TABERNAEMONTANI	SOFT STEM BULRUSH	PLUG	1.5` X 1.5`	1.5` OC	Y	FULL & THICK
*SB	706	SPARTINA BAKERI	SAND CORD GRASS	3 GAL	2` X 2`	2.5` OC	Y	FULL & THICK
TE	198	THALIA GENICULATA 'RUMINOIDES'	RED STEM FIRE FLAG	1 GAL	15"-18" OA	3` OC	N	FULL & THICK
*TF	2,416	TRIPSACUM FLORIDANA	DWARF FAKAHATCHEE GRASS	3 GAL	2` X 2`	2.5` OC	Y	FULL & THICK

SOD - ST. AUGUSTUNE 'FLORITAM' (TAKE OFF PROVIDED BY CONTRACTOR)

MULCH - CYPRESS

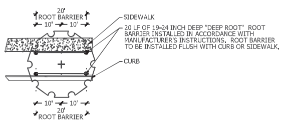
*DENOTES FLORIDA NATIVE PLANT MATERIAL



TOP OF ROOT BARRIER TO BE INSTALL 1/4" BELOW TOP OF CURB/SIDEWALK.
FINISHED GRADE
CURB OR SIDEWALK
CURB OR SIDEWALK
19.5"
20 LF OF 19.5 INCH DEEP "BIO BARRIER" ROOT BARRIER INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. ROOT BARRIER TO BE INSTALLED FLUSH WITH CURB OR SIDEWALK.

ROOT BARRIER DETAIL

SECTION VIEW *NTS*



20'
ROOT BARRIER
10'
10'
SIDEWALK
20 LF OF 19-24 INCH DEEP "DEEP ROOT" ROOT BARRIER INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. ROOT BARRIER TO BE INSTALLED FLUSH WITH CURB OR SIDEWALK.
CURB
10'
10'
20'
ROOT BARRIER

ROOT BARRIER DETAIL

PLAN VIEW *NTS*

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Lic# LC-26000535

Gordy Creek

Fort Pierce, Florida

DESIGNED PRP
DRAWN PRP
APPROVED LAH
JOB NUMBER 23-0711
DATE 11-19-25
REVISIONS

PLANNED DEVELOPMENT LANDSCAPE DETAILS

SHEET LP13 OF 13

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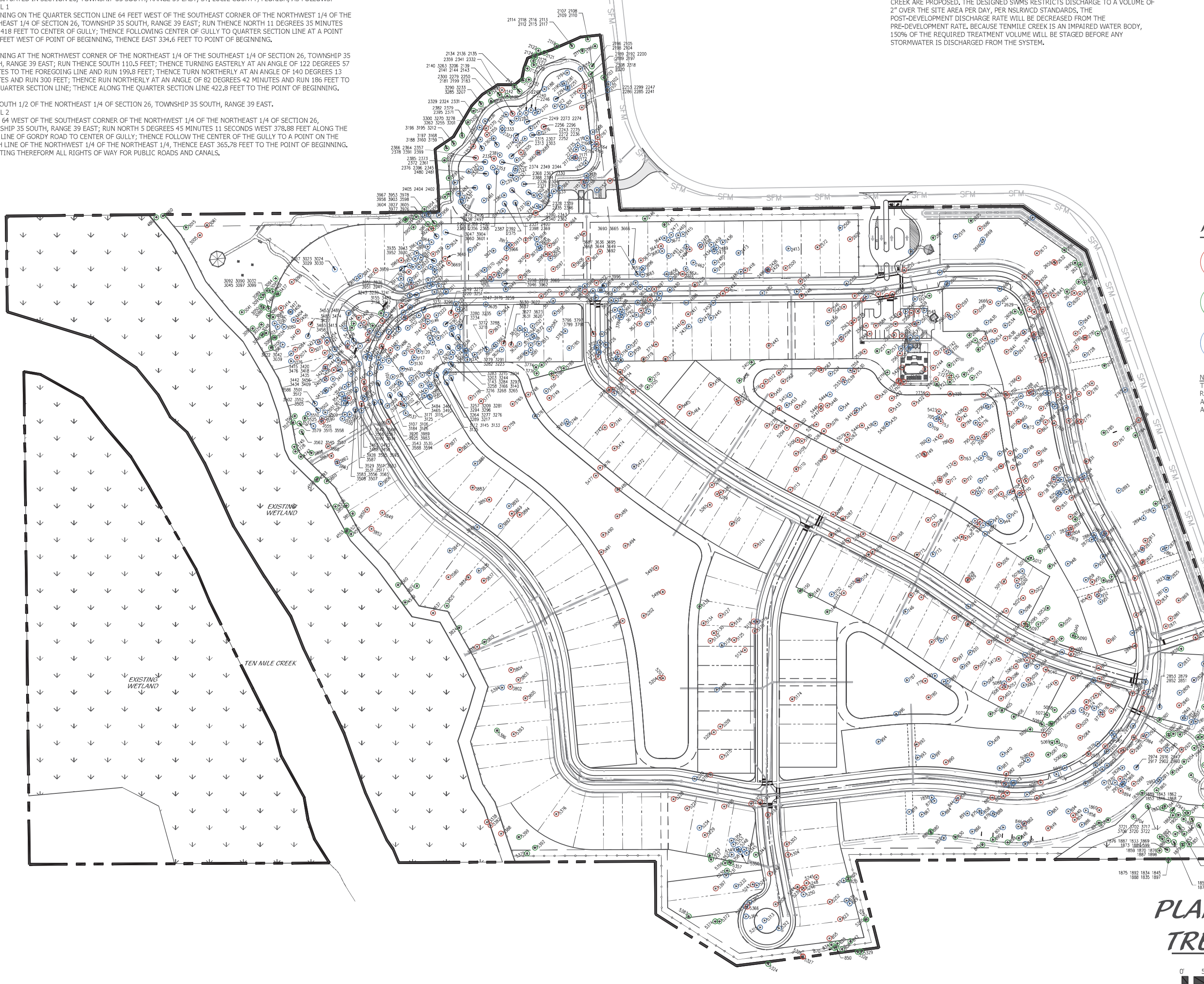
LEGAL DESCRIPTION

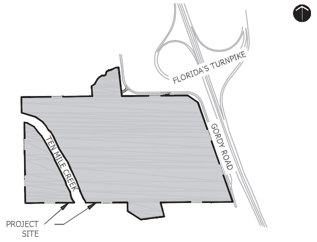
LAND SITUATED IN SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, AS FOLLOWS:
PARCEL 1
BEGINNING ON THE QUARTER SECTION LINE 64 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN THENCE NORTH 11 DEGREES 35 MINUTES WEST 418 FEET TO CENTER OF GULLY; THENCE FOLLOWING CENTER OF GULLY TO QUARTER SECTION LINE AT A POINT 334.6 FEET WEST OF POINT OF BEGINNING, THENCE EAST 334.6 FEET TO POINT OF BEGINNING.
AND
BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN THENCE SOUTH 110.5 FEET; THENCE TURNING EASTERLY AT AN ANGLE OF 122 DEGREES 57 MINUTES TO THE FOREGOING LINE AND RUN 199.8 FEET; THENCE TURN NORTHERLY AT AN ANGLE OF 140 DEGREES 13 MINUTES AND RUN 300 FEET; THENCE RUN NORTHERLY AT AN ANGLE OF 82 DEGREES 42 MINUTES AND RUN 186 FEET TO THE QUARTER SECTION LINE; THENCE ALONG THE QUARTER SECTION LINE 422.8 FEET TO THE POINT OF BEGINNING.
AND
THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST.
PARCEL 2
BEGIN 64 WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN NORTH 5 DEGREES 45 MINUTES 11 SECONDS WEST 378.88 FEET ALONG THE WEST LINE OF GORDY ROAD TO CENTER OF GULLY; THENCE FOLLOW THE CENTER OF THE GULLY TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, THENCE EAST 365.78 FEET TO THE POINT OF BEGINNING.
EXCEPTING THEREFORM ALL RIGHTS OF WAY FOR PUBLIC ROADS AND CANALS.

DRAINAGE STATEMENT

NO NEGATIVE IMPACTS TO THE VOLUME OF STORMWATER DISCHARGED TO TENMILE CREEK ARE PROPOSED. THE DESIGNED SWMS RESTRICTS DISCHARGE TO A VOLUME OF 2" OVER THE SITE AREA PER DAY, PER NSLRWCD STANDARDS. THE POST-DEVELOPMENT DISCHARGE RATE WILL BE DECREASED FROM THE PRE-DEVELOPMENT RATE. BECAUSE TENMILE CREEK IS AN IMPAIRED WATER BODY, 150% OF THE REQUIRED TREATMENT VOLUME WILL BE STAGED BEFORE ANY STORMWATER IS DISCHARGED FROM THE SYSTEM.



VICINITY MAP



MITIGATION LEGEND

□	TREE TO BE REMOVED
+	TREE TO BE PRESERVED
△	TREE TO BE RELOCATED

NOTE:
TREES TO REMAIN WILL BE PROTECTED AND BARRICADED IN PLACE.
REFER TO SHEET THREE FOR TREES TO BE REMOVED REQUIRING MITIGATION. NOT ALL TREES SHOWN ON THIS INVENTORY TO BE REMOVED REQUIRE MITIGATION.
ALL TREES ARE SHOWN FOR CONSTRUCTION AND PRESERVATION PURPOSES.

PLANNED DEVELOPMENT TREE MITIGATION PLAN

0' 50' 100' 200' 300' 400'

Scale: 1" = 100'-0"

North

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SHEET TM1 OF 18

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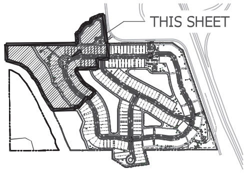
KEY MAP



MITIGATION LEGEND

□	TREE TO BE REMOVED
+	TREE TO BE PRESERVED
△	TREE TO BE RELOCATED

NOTE:
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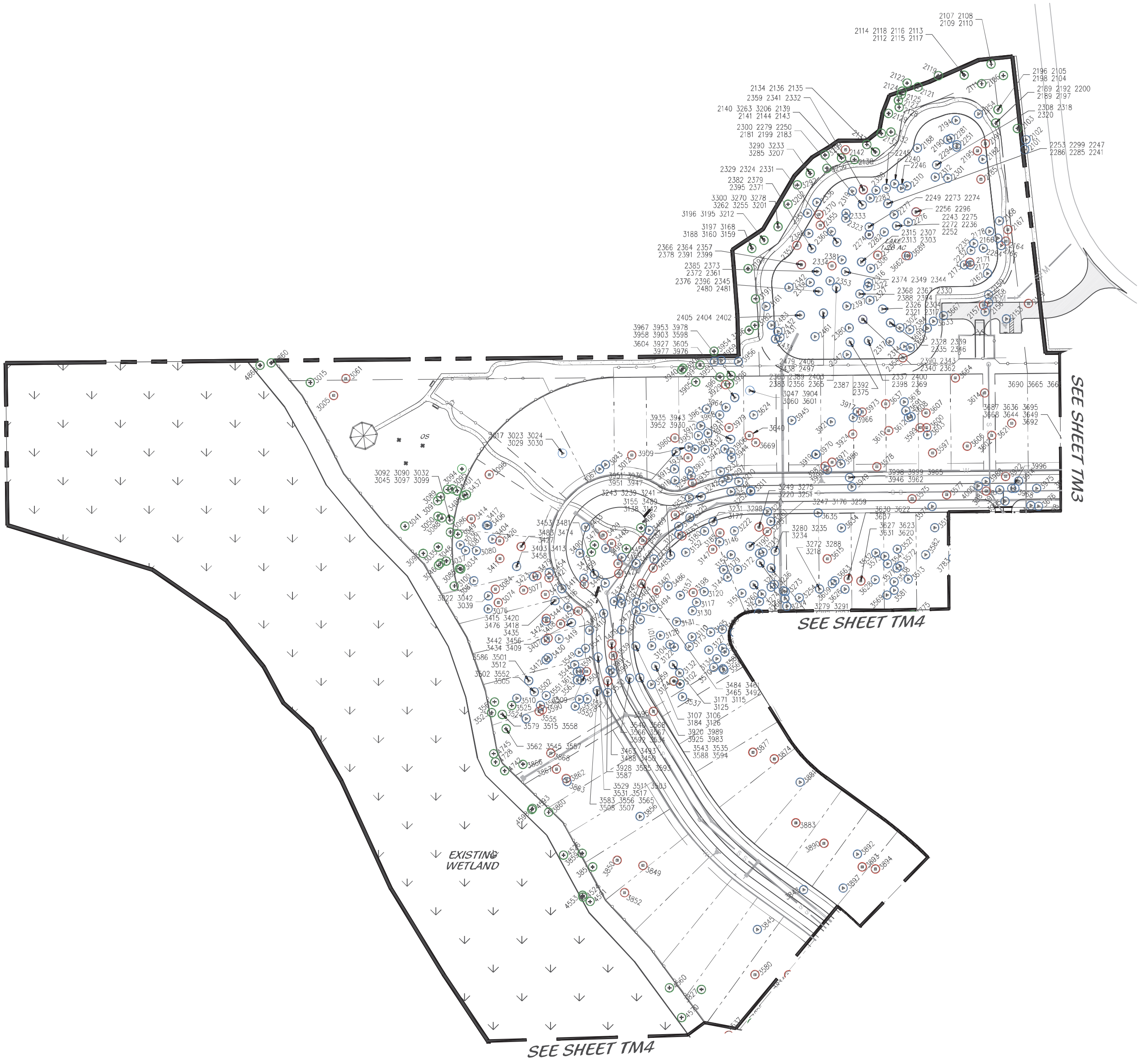
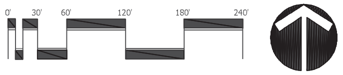


PLANNED DEVELOPMENT TREE MITIGATION PLAN



Scale: 1" = 60'-0"

North

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Gordy Creek

Fort Pierce, Florida

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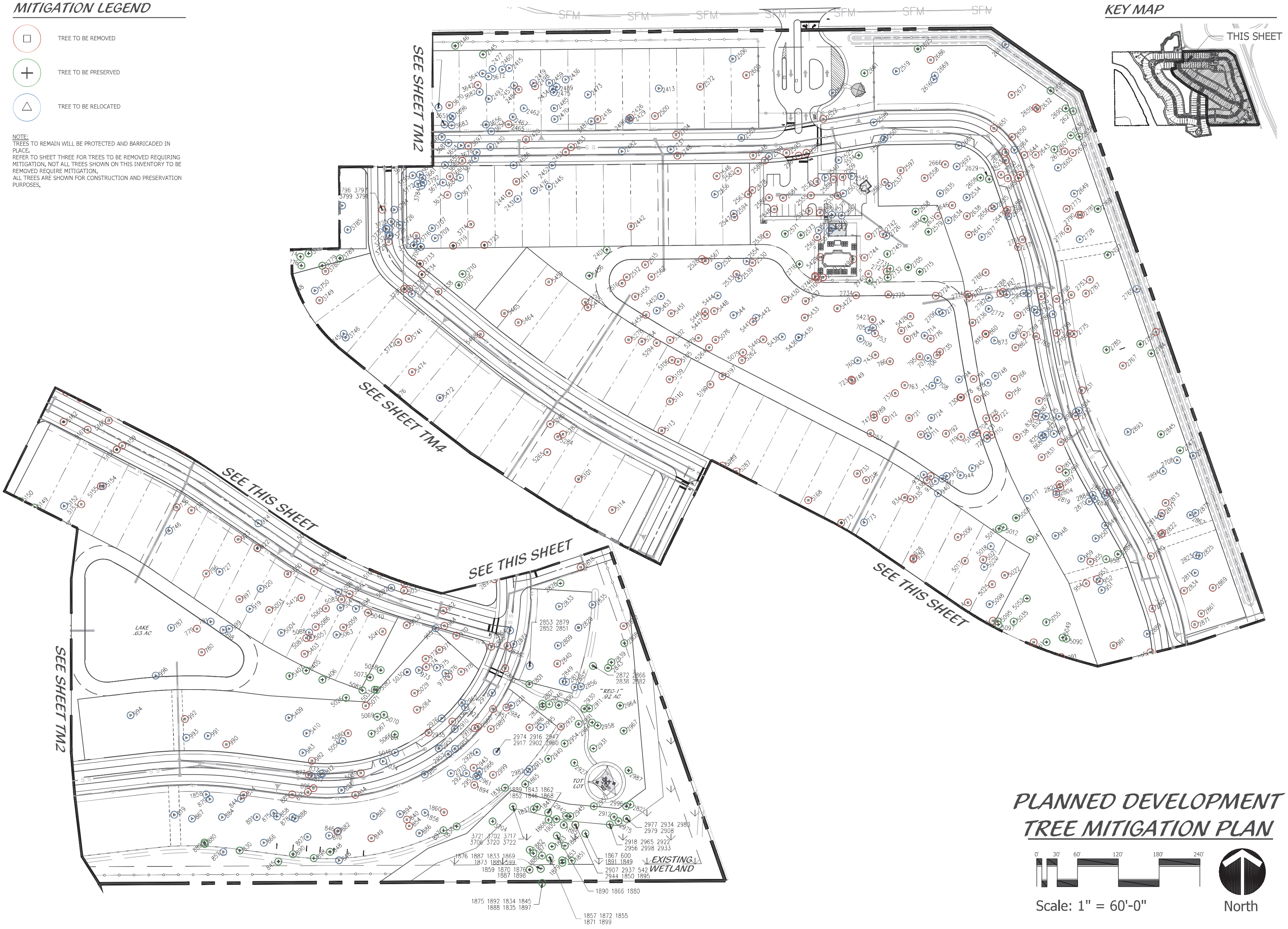
MITIGATION LEGEND

□	TREE TO BE REMOVED
+	TREE TO BE PRESERVED
△	TREE TO BE RELOCATED

NOTE:
TREES TO REMAIN WILL BE PROTECTED AND BARRICADED IN PLACE.
REFER TO SHEET THREE FOR TREES TO BE REMOVED REQUIRING MITIGATION. NOT ALL TREES SHOWN ON THIS INVENTORY TO BE REMOVED REQUIRE MITIGATION.
ALL TREES ARE SHOWN FOR CONSTRUCTION AND PRESERVATION PURPOSES.


KEY MAP
THIS SHEET
SFM
SEE SHEET TM2
SEE SHEET TM4
SEE THIS SHEET
SEE THIS SHEET
SEE THIS SHEET
SEE THIS SHEET
SEE SHEET TM2
LAKE .63 AC
REC-1 .92 AC
TOT LOT
EXISTING WETLAND
0' 30' 60' 120' 180' 240'
North

PLANNED DEVELOPMENT
TREE MITIGATION PLAN

Scale: 1" = 60'-0"

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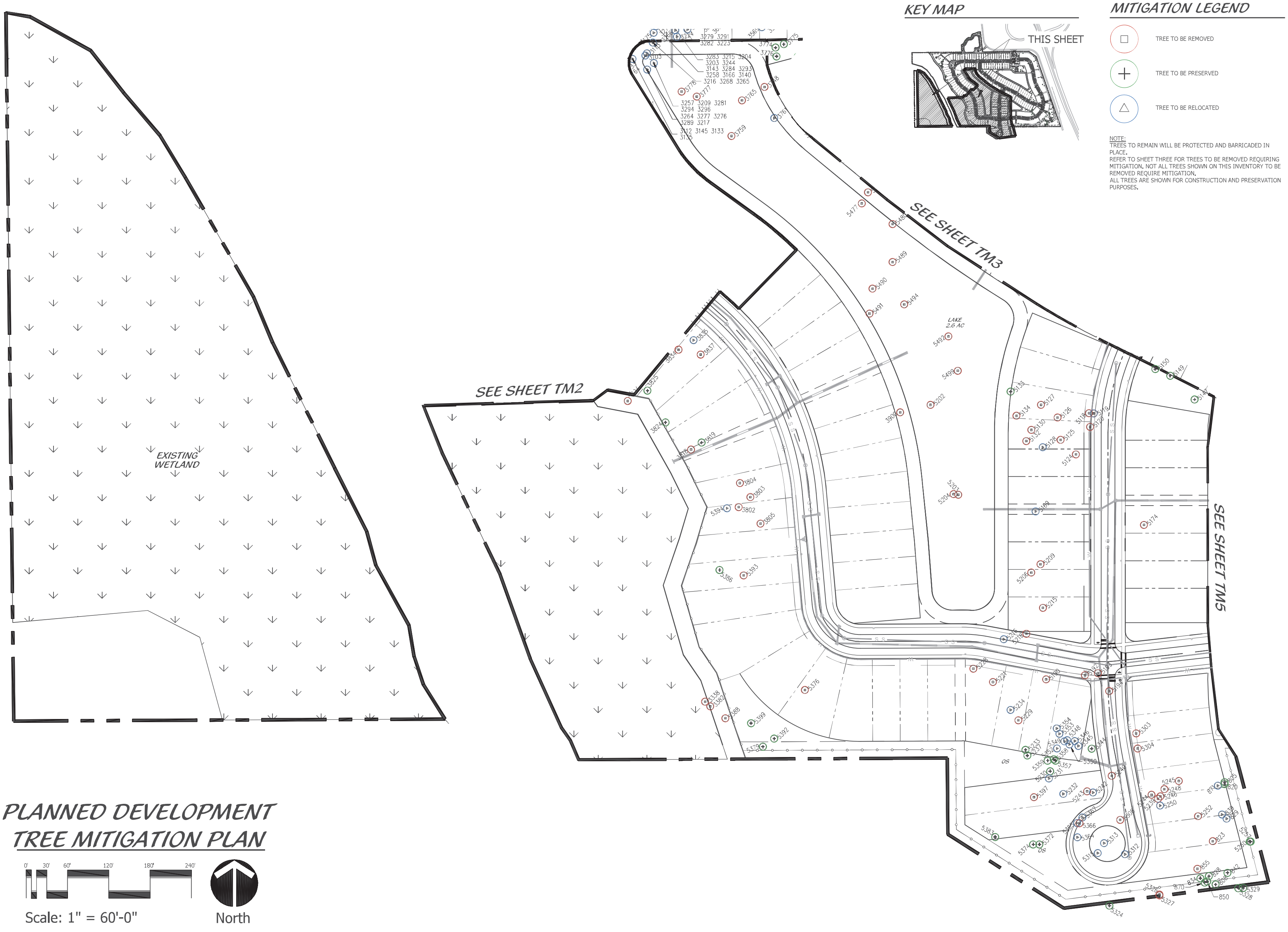
KEY MAP
THIS SHEET
SEE SHEET TM3
SEE SHEET TM2
SEE SHEET TM5
LAKE
2.6 AC
EXISTING
WETLAND
0' 30' 60' 120' 180' 240'
Scale: 1" = 60'-0"
North

PLANNED DEVELOPMENT
TREE MITIGATION PLAN

MITIGATION LEGEND

□	TREE TO BE REMOVED
+	TREE TO BE PRESERVED
△	TREE TO BE RELOCATED

NOTE:
TREES TO REMAIN WILL BE PROTECTED AND BARRICADED IN PLACE.
REFER TO SHEET THREE FOR TREES TO BE REMOVED REQUIRING MITIGATION. NOT ALL TREES SHOWN ON THIS INVENTORY TO BE REMOVED REQUIRE MITIGATION.
ALL TREES ARE SHOWN FOR CONSTRUCTION AND PRESERVATION PURPOSES.

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TREE MITIGATION

Tree #	Tree Species		DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED) 14"-29" DBH	OAK MITIGATION CREDITS (RELOCATED/PRESERVED) 30"+ DBH	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
	Common Name	Botanical Name									
500	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
542	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
544	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
599	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
599	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
600	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
704	OAK	QUERCUS	14 "		REMOVE	14 "					
705	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
706	OAK	QUERCUS	18 "		REMOVE	18 "					
707	OAK	QUERCUS	16 "		RELOCATE		16 "				
708	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
709	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
710	OAK	QUERCUS	18 "		REMOVE	18 "					
711	OAK	QUERCUS	14 "		RELOCATE		14 "				
712	OAK	QUERCUS	18 "		REMOVE	18 "					
713	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
714	OAK	QUERCUS	14 "		RELOCATE		14 "				
718	OAK	QUERCUS	26 "		REMOVE	26 "					
719	OAK	QUERCUS	30 "		REMOVE	30 "					
721	OAK	QUERCUS	18 "		REMOVE	18 "					
722	OAK	QUERCUS	18 "		REMOVE	18 "					
723	OAK	QUERCUS	24 & 18X2 "		REMOVE	60 "					
724	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
727	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
728	OAK	QUERCUS	18 "		REMOVE	18 "					
729	OAK	QUERCUS	18 & 12 "		REMOVE	30 "					
730	OAK	QUERCUS	24 "		REMOVE	24 "					
731	OAK	QUERCUS	30 "		REMOVE	30 "					
733	OAK	QUERCUS	20 "		REMOVE	20 "					
735	OAK	QUERCUS	22 "		REMOVE	22 "					
736	OAK	QUERCUS	42 "		REMOVE	42 "					
737	OAK	QUERCUS	24 "		REMOVE	24 "					
738	OAK	QUERCUS	18 & 12 "		REMOVE	30 "					
740	OAK	QUERCUS	24 "		REMOVE	N/A- PER IRC SEC.927.03 - POOR HEALTH					
742	OAK	QUERCUS	22 "		REMOVE	22 "					
743	OAK	QUERCUS	14 "		RELOCATE		14 "				
744	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
746	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
747	OAK	QUERCUS	18 "		REMOVE	18 "					
748	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
749	OAK	QUERCUS	24 "		REMOVE	24 "					
751	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
753	OAK	QUERCUS	26 "		REMOVE	26 "					
756	OAK	QUERCUS	20X2 "		REMOVE	40 "					
757	OAK	QUERCUS	42 "		REMOVE	42 "					
760	OAK	QUERCUS	14 "		RELOCATE		14 "				
763	OAK	QUERCUS	32 "		REMOVE	32 "					
766	OAK	QUERCUS	32 "		REMOVE	32 "					
770	OAK	QUERCUS	18X2 "		REMOVE	36 "					
773	OAK	QUERCUS	48 "		REMOVE	48 "					
773	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
774	OAK	QUERCUS	20 "		REMOVE	20 "					
775	OAK	QUERCUS	14 "		RELOCATE		14 "				
776	OAK	QUERCUS	18 "		REMOVE	18 "					
777	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
778	OAK	QUERCUS	24 "		REMOVE	24 "					
779	OAK	QUERCUS	18 "		REMOVE	18 "					
780	OAK	QUERCUS	34 "		REMOVE	34 "					
781	OAK	QUERCUS	16 "		RELOCATE		16 "				
784	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A- PER IRC SEC.927.03 - POOR HEALTH					
786	OAK	QUERCUS	28 "		REMOVE	28 "					
787	OAK	QUERCUS	14 "		RELOCATE		14 "				
789	OAK	QUERCUS	24 "		REMOVE	24 "					
791	OAK	QUERCUS	18 "		REMOVE	18 "					
792	OAK	QUERCUS	22 "		REMOVE	22 "					
794	OAK	QUERCUS	14 "		RELOCATE		14 "				
795	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A- PER IRC SEC.927.03 - POOR HEALTH					
796	OAK	QUERCUS	34 "		REMOVE	34 "					
804	OAK	QUERCUS	14 "		RELOCATE		14 "				
805	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
806	OAK	QUERCUS	26 "		REMOVE	26 "					
807	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
808	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
809	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
810	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
812	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
814	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A- PER IRC SEC.927.03 - POOR HEALTH					
815	OAK	QUERCUS	20 "		REMOVE	20 "					
817	OAK	QUERCUS	14 "		RELOCATE		14 "				
818	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
819	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
820	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
821	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
823	OAK	QUERCUS	28 "		REMOVE	28 "					
824	OAK	QUERCUS	36 "		REMOVE	36 "					
825	OAK	QUERCUS	14 "		RELOCATE		14 "				
828	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
829	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
830	OAK	QUERCUS	14 "		PRESERVE		14 "				
831	OAK	QUERCUS	26 "		REMOVE	26 "					
832	OAK	QUERCUS	14 "		RELOCATE		14 "				
834	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
835	OAK	QUERCUS	22 "		REMOVE	22 "					
836	OAK	QUERCUS	24 "		REMOVE	24 "					
837	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
838	OAK	QUERCUS	16 "		RELOCATE		16 "				
839	OAK	QUERCUS	14 "		RELOCATE		14 "				
840	OAK	QUERCUS	28 "		REMOVE	28 "					
842	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
844	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
845	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
846	OAK	QUERCUS	22 "		REMOVE	22 "					
848	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
848	OAK	QUERCUS	14 "		PRESERVE		14 "				
849	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A- PER IRC SEC.927.03 - POOR HEALTH					
850	OAK	QUERCUS	18 "		PRESERVE		18 "				
854	OAK	QUERCUS	20 "		REMOVE	20 "					
855	OAK	QUERCUS	42 "		REMOVE	N/A- PER IRC SEC.927.03 - POOR HEALTH					
857	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
858	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
860	OAK	QUERCUS	14X2 "		REMOVE	28 "					

Tree #	Tree Species		DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 14"-29" DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 30"+ DBH)	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
	Common Name	Botanical Name									
862	OAK	QUERCUS	16X3 "		REMOVE	48 "					
863	OAK	QUERCUS	14 "		RELOCATE		14 "				
866	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
867	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
868	OAK	QUERCUS	14 "		RELOCATE		14 "				
869	OAK	QUERCUS	18 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
870	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
871	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
873	OAK	QUERCUS	14 "		RELOCATE		14 "				
875	OAK	QUERCUS	14 "		RELOCATE		14 "				
877	OAK	QUERCUS	18 "		REMOVE	18 "					
878	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
879	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
880	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
882	OAK	QUERCUS	14 "		RELOCATE		14 "				
883	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
884	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
885	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
886	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
887	OAK	QUERCUS	14 "		RELOCATE		14 "				
888	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
889	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
890	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
891	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
892	OAK	QUERCUS	14 "		RELOCATE		14 "				
894	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
896	OAK	QUERCUS	22 "		REMOVE	22 "					
897	OAK	QUERCUS	14 "		PRESERVE		14 "				
898	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
899	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
919	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
920	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
922	OAK	QUERCUS	42 "		REMOVE	42 "					
923	OAK	QUERCUS	16X2 "		REMOVE	32 "					
924	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
928	OAK	QUERCUS	20 "		REMOVE	20 "					
929	OAK	QUERCUS	14 "		RELOCATE		14 "				
934	OAK	QUERCUS	18 "		REMOVE	18 "					
935	OAK	QUERCUS	18 "		REMOVE	18 "					
936	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
937	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
938	OAK	QUERCUS	18 "		REMOVE	18 "					
939	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
940	OAK	QUERCUS	16 "		RELOCATE		16 "				
941	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
942	OAK	QUERCUS	14 "		RELOCATE		14 "				
944	OAK	QUERCUS	14 "		RELOCATE		14 "				
945	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
947	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
948	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
949	OAK	QUERCUS	14 "		RELOCATE		14 "				
950	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
951	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
952	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
953	OAK	QUERCUS	38 "		REMOVE	38 "					
954	OAK	QUERCUS	36 "		REMOVE	36 "					
955	OAK	QUERCUS	28 "		REMOVE	28 "					
958	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
959	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
961	OAK	QUERCUS	40 "		REMOVE	40 "					
962	OAK	QUERCUS	18 "		REMOVE	18 "					
964	OAK	QUERCUS	18 "		REMOVE	18 "					
965	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
970	OAK	QUERCUS	38 "		REMOVE	38 "					
971	OAK	QUERCUS	24 "		REMOVE	24 "					
972	OAK	QUERCUS	20 "		REMOVE	20 "					
973	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
974	OAK	QUERCUS	18 "		REMOVE	18 "					
975	OAK	QUERCUS	16 "		RELOCATE		16 "				
976	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
977	OAK	QUERCUS	24 "		REMOVE	24 "					
978	OAK	QUERCUS	18 "		REMOVE	18 "					
980	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
982	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
983	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
990	OAK	QUERCUS	46 "		REMOVE	46 "					
991	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
992	OAK	QUERCUS	44 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
993	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
994	OAK	QUERCUS	16 "		RELOCATE		16 "				
996	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
997	OAK	QUERCUS	16X2 "		REMOVE	32 "					
998	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
999	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
1501	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1502	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1503	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1504	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1505	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1506	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1507	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1508	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1509	HICKORY	CARYA GLABRA	18 "		PRESERVE		18 "				
1515	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1516	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1517	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1521	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1522	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1523	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1524	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1525	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1

PLANNED DEVELOPMENT
TREE MITIGATION
INVENTORY

Cotleur &
Hearing
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Suite 1
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561.747.6336 · Fax 747.1377
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Gordy Creek
Fort Pierce, Florida

DESIGNED PRP
DRAWN PRP
APPROVED LAH
JOB NUMBER 23-0711
DATE 11-19-25
REVISIONS

SHEET TM5 OF 18

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TREE MITIGATION

Tree #	Tree Species		DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 14"-29" DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 30"+ DBH)	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
	Common Name	Botanical Name									
1526	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1527	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1528	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1530	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1531	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1533	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1534	HICKORY	CARYA GLABRA	14 "		PRESERVE		14 "				
1535	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1538	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1539	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1540	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1541	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1542	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1543	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1544	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1545	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1547	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1548	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1549	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1552	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1554	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1558	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1559	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1563	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1564	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1565	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1566	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1569	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1570	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1571	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1574	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1580	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1586	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1587	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1588	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1589	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1590	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1591	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1592	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1593	OAK	QUERCUS	24 "		PRESERVE		24 "				
1594	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1595	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1599	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1600	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1601	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1602	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1603	HICKORY	CARYA GLABRA	14 "		PRESERVE		14 "				
1604	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1605	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1606	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1608	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1609	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1610	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1611	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1612	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1613	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1614	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1615	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1616	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1617	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1618	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1620	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1621	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1624	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1625	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1627	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1630	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1631	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1634	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1635	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1638	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1639	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1640	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1641	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1642	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1643	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1644	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1645	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1648	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1649	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1651	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1652	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1653	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1656	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1658	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1659	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1660	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1661	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1662	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1663	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1664	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1665	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1666	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1667	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1669	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1670	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1671	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1673	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1681	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1682	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1685	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1687	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1688	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1690	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1691	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1692	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1692	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1693	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1695	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1696	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1

Tree #	Tree Species		DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 14"-29" DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 30"+ DBH)	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
	Common Name	Botanical Name									
1697	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1699	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1700	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1701	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1702	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1703	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1704	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1705	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1706	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1707	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1708	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1710	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1711	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1712	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1713	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1714	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1715	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1716	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1717	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1718	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1721	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1722	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1723	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1725	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1727	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1729	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1730	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1731	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1732	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1733	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1734	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1735	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1737	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1738	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1739	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1740	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1742	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1743	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1744	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1745	OAK	QUERCUS	16 "		PRESERVE		16 "				
1746	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1747	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1749	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1750	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1751	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1752	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1753	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1754	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1755	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1756	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1757	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1758	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1759	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1760	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1761	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1762	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1763	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1764	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1765	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1766	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1767	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1769	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1771	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1772	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1773	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1774	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1775	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1777	OAK	QUERCUS	18 "		PRESERVE		18 "				
1778	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1781	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1782	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1783	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1784	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1785	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1786	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1787	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1788	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1789	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1791	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1792	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1793	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1794	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1797	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1798	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1799	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1800	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1833	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1833	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1834	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1835	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1836	OAK	QUERCUS	14 "		PRESERVE		14 "				
1837	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1838	OAK	QUERCUS	14 "		PRESERVE		14 "				
1841	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1843	OAK	QUERCUS	22 "		PRESERVE		22 "				
1845	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1845	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1846	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1849	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1850	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1

PLANNED DEVELOPMENT TREE MITIGATION INVENTORY

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DESIGNED PRP
DRAWN PRP
APPROVED LAH
JOB NUMBER 23-0711
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REVISIONS

SHEET TM6 OF 18

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TREE MITIGATION

Tree #	Tree Species		DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 14"-29" DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 30"+ DBH)	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
	Common Name	Botanical Name									
1851	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1852	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1853	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1855	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1856	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
1857	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1857	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1858	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
1859	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1860	OAK	QUERCUS	28 "		REMOVE	28 "					
1862	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1864	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1865	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1866	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1867	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1868	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1868	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1869	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1870	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1871	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1872	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1873	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1875	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1876	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1876	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
1877	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1879	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1880	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1881	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1882	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1883	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1885	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1886	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1887	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1887	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1888	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1889	OAK	QUERCUS	18 "		PRESERVE		18 "				
1890	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1891	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1892	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1894	OAK	QUERCUS	26 "		REMOVE	26 "					
1895	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1897	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1898	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1899	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1900	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1901	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1902	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1903	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1905	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1906	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1908	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1910	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1911	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1912	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1913	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1914	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1915	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1917	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1920	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1921	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1922	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1923	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1924	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1925	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1926	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1927	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1928	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1929	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1930	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1931	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1932	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1933	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1934	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1937	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1939	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1940	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1942	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1943	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1944	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1945	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1946	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1948	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1949	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1951	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1952	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1953	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1954	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1955	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1956	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1957	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1958	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1960	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1961	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1962	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1964	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1964	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1965	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1966	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1967	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1968	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1969	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1970	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1972	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1973	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1974	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1975	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1976	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1977	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1980	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1

Tree #	Tree Species		DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 14"-29" DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 30"+ DBH)	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
	Common Name	Botanical Name									
1981	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1982	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1983	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1984	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1985	HICKORY	CARYA GLABRA	16 "		PRESERVE		16 "				
1986	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1987	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1988	OAK	QUERCUS	16 "		PRESERVE		16 "				
1989	OAK	QUERCUS	18 "		PRESERVE		18 "				
1990	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1991	OAK	QUERCUS	30 "		PRESERVE		30 "				
1992	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1993	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1994	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1995	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1996	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
1998	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2000	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2101	OAK	QUERCUS	14 "		RELOCATE		14 "				
2102	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2103	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2104	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2105	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2106	OAK	QUERCUS	20 "		PRESERVE		20 "				
2107	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2108	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2109	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2110	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2111	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2112	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2113	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2114	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2115	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2116	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2117	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2118	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2119	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2121	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2122	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2124	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2125	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2127	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2128	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2129	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2132	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2133	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2134	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2135	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2136	OAK	QUERCUS	30 "		PRESERVE			30 '			
2137	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2138	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2139	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2140	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2141	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2142	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2143	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2144	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2145	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2146	OAK	QUERCUS	16 "		PRESERVE		16 "				
2149	OAK	QUERCUS	24 "		REMOVE	24 "					
2153	OAK	QUERCUS	14 "		RELOCATE		14 "				
2156	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2157	OAK	QUERCUS	22 "		REMOVE	22 "					
2158	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2159	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2162	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2164	OAK	QUERCUS	38 "		REMOVE	38 "					
2165	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2166	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2167	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2168	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2171	OAK	QUERCUS	22 "		REMOVE	22 "					
2172	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2173	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2178	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2181	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2182	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2183	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2185	OAK	QUERCUS	36 "		REMOVE	36 "					
2186	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2188	OAK	QUERCUS	14 "		RELOCATE		14 "				
2189	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2190	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2191	OAK	QUERCUS	20 "		REMOVE	20 "					
2192	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2194	OAK	QUERCUS	14 "		RELOCATE		14 "				
2195	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2196	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2197	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2198	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2199	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2200	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2232	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2235	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2236	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2240	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2241	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2243	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2245	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2246	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	

PLANNED DEVELOPMENT
TREE MITIGATION
INVENTORY

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Fort Pierce, Florida

DESIGNED PRP
DRAWN PRP
APPROVED LAH
JOB NUMBER 23-0711
DATE 11-19-25
REVISIONS

SHEET TM7 OF 18

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TREE MITIGATION

Tree #	Tree Species		DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 14"-29" DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 30"+ DBH)	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
	Common Name	Botanical Name									
2247	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2249	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2250	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2251	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2252	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2253	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2254	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2256	OAK	QUERCUS	16 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2272	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2273	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2274	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2275	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2276	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2277	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2279	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2281	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2282	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2283	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2284	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2285	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2286	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2294	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2296	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2299	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2300	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2301	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2302	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2303	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2304	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2305	OAK	QUERCUS	18 "		REMOVE	18 "					
2306	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2307	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2308	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2310	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2312	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2313	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2314	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2315	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2316	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2317	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2317	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2318	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2319	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2320	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2321	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2322	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2323	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2324	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2326	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2327	OAK	QUERCUS	14 "		RELOCATE		14 "				
2328	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2328	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2329	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2330	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2331	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2332	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2333	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2334	OAK	QUERCUS	24X2 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2335	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2336	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2337	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2338	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2339	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2340	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2341	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2342	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2343	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2344	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2345	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2346	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2347	OAK	QUERCUS	14 "		RELOCATE		14 "				
2349	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2350	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2351	OAK	QUERCUS	15 "		RELOCATE		15 "				
2352	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2353	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2354	OAK	QUERCUS	48 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2355	OAK	QUERCUS	22 "		REMOVE	22 "					
2356	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2357	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2358	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2359	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2360	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2361	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2362	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2363	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2364	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2365	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2366	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2367	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2368	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2369	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2370	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2371	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2372	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2373	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2374	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2375	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2376	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2378	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2379	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2380	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2381	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2382	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2383	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2384	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2385	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2386	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2387	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2388	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2389	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2390	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2391	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2392	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2394	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2395	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2396	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2397	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2398	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2399	OAK	QUERCUS	16 "		RELOCATE		16 "				
2400	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2401	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2402	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2403	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2404	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2405	OAK	QUERCUS	52 "		REMOVE	52 "					
2406	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2413	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2415	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2417	OAK	QUERCUS	24 "		REMOVE	24 "					
2418	OAK	QUERCUS	18 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2419	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2420	OAK	QUERCUS	24 "		REMOVE	24 "					
2426	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2429	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2430	OAK	QUERCUS	16 "		RELOCATE		16 "				
2431	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2431	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2432	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2433	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2434	OAK	QUERCUS	16 "		RELOCATE		16 "				
2436	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2438	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2441	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2442	OAK	QUERCUS	16 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2445	OAK	QUERCUS	16 "		RELOCATE		16 "				
2451	OAK	QUERCUS	16 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2452	OAK	QUERCUS	14 "		RELOCATE		14 "				
2453	OAK	QUERCUS	20X2 "		REMOVE	40 "					
2457	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2459	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2460	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2461	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2462	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2465	OAK	QUERCUS	20 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2467	OAK	QUERCUS	15 "		RELOCATE		15 "				
2470	OAK	QUERCUS	16 "		RELOCATE		16 "				
2473	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2475	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2476	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2477	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2479	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2480	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2481	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2482	OAK	QUERCUS	16 "		RELOCATE		16 "				
2483	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2484	OAK	QUERCUS	18 "		REMOVE	18 "					
2485	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2487	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2489	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2491	OAK	QUERCUS	12 X2 "		PRESERVE		24 "				
2493	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2496	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2497	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2498	OAK	QUERCUS	18 "		REMOVE	18 "					
2500	OAK	QUERCUS	18 "		REMOVE	18 "					
2501	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2503	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2504	OAK	QUERCUS	16 "		RELOCATE		16 "				
2506	OAK	QUERCUS	16 "		RELOCATE		16 "				
2509	OAK	QUERCUS	24 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2512	OAK	QUERCUS	20 "		REMOVE	20 "					
2514	OAK	QUERCUS	18 "		PRESERVE		18 "				
2515	OAK	QUERCUS	24 "		REMOVE	24 "					
2516	OAK	QUERCUS	18 "		REMOVE	18 "					
2519	OAK	QUERCUS	14 "		RELOCATE		14 "				
2520	OAK	QUERCUS	18 "		REMOVE	18 "					
2521	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2522	OAK	QUERCUS	20 "		REMOVE	20 "					
2525	OAK	QUERCUS	16 "		RELOCATE		16 "				
2528	OAK	QUERCUS	24 "		REMOVE	24 "					
2530	OAK	QUERCUS	14 "		PRESERVE		14 "				
2531	OAK	QUERCUS	20 "		REMOVE	20 "					
2533	OAK	QUERCUS	38 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2534	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2536	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2537	OAK	QUERCUS	16 "		RELOCATE		16 "				
2538	OAK	QUERCUS	30 & 24 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2539	OAK	QUERCUS	14 "		RELOCATE		14 "				
2540	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2545	OAK	QUERCUS	14 "		RELOCATE		14 "				
2546	OAK	QUERCUS	24 "		REMOVE	24 "					
2547	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2548	OAK	QUERCUS	18X2 "		REMOVE	36 "					
2552	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2554	OAK	QUERCUS	16 "		RELOCATE		16 "				
2555	OAK	QUERCUS	26 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2556	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2557	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2558	OAK	QUERCUS	24 & 14 "		REMOVE	38 "					
2560	OAK	QUERCUS	22 "		REMOVE	22 "					

PLANNED DEVELOPMENT TREE MITIGATION INVENTORY

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Gordy Creek

Fort Pierce, Florida

DESIGNED PRP
DRAWN PRP
APPROVED LAH
JOB NUMBER 23-0711
DATE 11-19-25
REVISIONS

SHEET TM8 OF 18

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TREE MITIGATION

Tree #	Tree Species		DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 14"-29" DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 30"+ DBH)	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
	Common Name	Botanical Name									
2561	OAK	QUERCUS	18 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2562	OAK	QUERCUS	18 "		REMOVE	18 "					
2563	OAK	QUERCUS	24 "		REMOVE	24 "					
2564	OAK	QUERCUS	36 "		REMOVE	36 "					
2566	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2567	OAK	QUERCUS	18 "		REMOVE	18 "					
2571	OAK	QUERCUS	16 "		PRESERVE		16 "				
2572	OAK	QUERCUS	20 "		REMOVE	20 "					
2573	OAK	QUERCUS	14 "		PRESERVE		14 "				
2574	OAK	QUERCUS	14 "		PRESERVE		14 "				
2575	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2577	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2578	OAK	QUERCUS	24 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2579	OAK	QUERCUS	34 "		PRESERVE			34 "			
2580	OAK	QUERCUS	18 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2582	OAK	QUERCUS	24 & 12 "		REMOVE	36 "					
2584	OAK	QUERCUS	30 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2587	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2588	OAK	QUERCUS	24 "		REMOVE	24 "					
2589	OAK	QUERCUS	24 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2591	OAK	QUERCUS	18 "		REMOVE	18 "					
2593	OAK	QUERCUS	20 "		REMOVE	20 "					
2594	OAK	QUERCUS	32 "		REMOVE	32 "					
2595	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2596	OAK	QUERCUS	36 "		REMOVE	36 "					
2597	OAK	QUERCUS	18 & 12 "		REMOVE	30 "					
2598	OAK	QUERCUS	14 "		RELOCATE		14 "				
2599	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2600	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2605	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2607	OAK	QUERCUS	14 "		PRESERVE		14 "				
2608	OAK	QUERCUS	32 "		PRESERVE			32 "			
2611	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2612	OAK	QUERCUS	24 "		REMOVE	24 "					
2616	OAK	QUERCUS	16 "		RELOCATE		16 "				
2621	OAK	QUERCUS	24 "		PRESERVE		24 "				
2623	OAK	QUERCUS	18 "		REMOVE	18 "					
2625	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2629	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2630	OAK	QUERCUS	36 "		REMOVE	36 "					
2631	OAK	QUERCUS	24 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2632	OAK	QUERCUS	18 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2634	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2635	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2636	OAK	QUERCUS	26 "		PRESERVE		26 "				
2638	OAK	QUERCUS	42 "		REMOVE	42 "					
2639	OAK	QUERCUS	16 "		PRESERVE		16 "				
2641	OAK	QUERCUS	40 "		REMOVE	40 "					
2643	OAK	QUERCUS	22 "		REMOVE	22 "					
2644	OAK	QUERCUS	30 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2646	OAK	QUERCUS	18 "		REMOVE	18 "					
2647	OAK	QUERCUS	32 "		PRESERVE			32 "			
2648	OAK	QUERCUS	26 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2649	OAK	QUERCUS	16 "		RELOCATE		16 "				
2650	OAK	QUERCUS	38 & 24 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2651	OAK	QUERCUS	24 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2655	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2656	OAK	QUERCUS	24 "		REMOVE	24 "					
2658	OAK	QUERCUS	20 "		PRESERVE		20 "				
2659	OAK	QUERCUS	20 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2661	OAK	QUERCUS	32 "		PRESERVE			32 "			
2664	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2666	OAK	QUERCUS	18 "		REMOVE	18 "					
2667	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2668	OAK	QUERCUS	18 "		REMOVE	18 "					
2669	OAK	QUERCUS	14 "		RELOCATE		14 "				
2670	OAK	QUERCUS	18 "		REMOVE	18 "					
2673	OAK	QUERCUS	40 "		REMOVE	40 "					
2675	OAK	QUERCUS	24 "		REMOVE	24 "					
2677	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2678	OAK	QUERCUS	24 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2680	OAK	QUERCUS	16 "		RELOCATE		16 "				
2683	OAK	QUERCUS	26 "		PRESERVE		26 "				
2684	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2686	OAK	QUERCUS	30 "		REMOVE	30 "					
2689	OAK	QUERCUS	26 "		REMOVE	26 "					
2690	OAK	QUERCUS	24 "		PRESERVE		24 "				
2692	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2700	OAK	QUERCUS	22 "		REMOVE	22 "					
2702	OAK	QUERCUS	22 "		REMOVE	22 "					
2704	OAK	QUERCUS	30 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2705	OAK	QUERCUS	14 "		PRESERVE		14 "				
2706	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2707	OAK	QUERCUS	32 "		PRESERVE			32 "			
2708	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2710	OAK	QUERCUS	20 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2711	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2714	OAK	QUERCUS	18 "		REMOVE	18 "					
2715	OAK	QUERCUS	24 "		PRESERVE		24 "				
2716	OAK	QUERCUS	24 "		PRESERVE		24 "				
2719	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2722	OAK	QUERCUS	12 X2 "		PRESERVE		24 "				
2723	OAK	QUERCUS	16 "		PRESERVE		16 "				
2724	OAK	QUERCUS	24 "		REMOVE	24 "					
2725	OAK	QUERCUS	24 "		REMOVE	24 "					
2726	OAK	QUERCUS	14 "		RELOCATE		14 "				
2727	OAK	QUERCUS	16 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2728	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2729	OAK	QUERCUS	16 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2731	OAK	QUERCUS	24 "		PRESERVE		24 "				
2732	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2734	OAK	QUERCUS	18 "		REMOVE	18 "					
2736	OAK	QUERCUS	24 "		REMOVE	24 "					
2737	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2740	OAK	QUERCUS	16 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2741	OAK	QUERCUS	16 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2742	OAK	QUERCUS	22 "		REMOVE	22 "					
2744	OAK	QUERCUS	14 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2745	OAK	QUERCUS	14 "		PRESERVE		14 "				
2746	OAK	QUERCUS	22 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2747	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1

Tree #	Tree Species		DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 14"-29" DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 30"+ DBH)	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
	Common Name	Botanical Name									
2748	OAK	QUERCUS	24 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2749	OAK	QUERCUS	16 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2750	OAK	QUERCUS	24 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2753	OAK	QUERCUS	30 "		REMOVE	30 "					
2755	OAK	QUERCUS	16 "		PRESERVE		16 "				
2756	OAK	QUERCUS	14 & 18X3 "		REMOVE	68 "					
2758	OAK	QUERCUS	18 CLUSTER "		PRESERVE		36 "				
2759	OAK	QUERCUS	16X2 "		REMOVE	32 "					
2760	OAK	QUERCUS	18 "		REMOVE	18 "					
2761	OAK	QUERCUS	16 & 18 "		REMOVE	34 "					
2763	OAK	QUERCUS	16 "		RELOCATE		16 "				
2765	OAK	QUERCUS	16 "		RELOCATE		16 "				
2766	OAK	QUERCUS	32 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2767	OAK	QUERCUS	20 "		REMOVE	20 "					
2768	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2769	OAK	QUERCUS	16X3 "		PRESERVE			48 "			
2770	OAK	QUERCUS	14 "		RELOCATE		14 "				
2771	OAK	QUERCUS	LUSTER 8-14 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2772	OAK	QUERCUS	16 "		RELOCATE		16 "				
2773	OAK	QUERCUS	24 "		REMOVE	24 "					
2774	OAK	QUERCUS	18 "		REMOVE	18 "					
2775	OAK	QUERCUS	16 & 24 "		REMOVE	40 "					
2775	OAK	QUERCUS	24 "		REMOVE	24 "					
2776	OAK	QUERCUS	14 & 24 "		REMOVE	38 "					
2780	OAK	QUERCUS	18 "		REMOVE	18 "					
2781	OAK	QUERCUS	24 "		REMOVE	24 "					
2782	OAK	QUERCUS	14 "		RELOCATE		14 "				
2783	OAK	QUERCUS	LUSTER 6-24 "		PRESERVE		38 "				
2784	OAK	QUERCUS	18 "		PRESERVE		18 "				
2785	OAK	QUERCUS	26 "		PRESERVE		26 "				
2786	OAK	QUERCUS	14 "		RELOCATE		14 "				
2786	OAK	QUERCUS	14 "		REMOVE	14 "					
2787	OAK	QUERCUS	24 "		REMOVE	24 "					
2788	OAK	QUERCUS	24 "		REMOVE	24 "					
2790	OAK	QUERCUS	22 "		REMOVE	22 "					
2793	OAK	QUERCUS	16 "		RELOCATE		16 "				
2795	OAK	QUERCUS	20 "		REMOVE	20 "					
2796	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2797	OAK	QUERCUS	14 "		REMOVE	14 "					
2799	OAK	QUERCUS	22 "		REMOVE	22 "					
2801	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2801	OAK	QUERCUS	28 "		PRESERVE		28 "				
2802	OAK	QUERCUS	36 "		REMOVE	36 "					
2803	OAK	QUERCUS	22 "		REMOVE	22 "					
2804	OAK	QUERCUS	16 "		RELOCATE		16 "				
2806	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2807	OAK	QUERCUS	14 "		REMOVE	14 "					
2808	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2809	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2810	OAK	QUERCUS	30 & 16 "		REMOVE	46 "					
2811	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2812	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2813	OAK	QUERCUS	14 "		REMOVE	14 "					
2814	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2817	OAK	QUERCUS	24 "		REMOVE	24 "					
2818	OAK	QUERCUS	24 "		REMOVE	24 "					
2819	OAK	QUERCUS	22 "		REMOVE	22 "					
2820	OAK	QUERCUS	30 "		REMOVE	30 "					
2821	OAK	QUERCUS	32 "		PRESERVE			32 "			
2822	OAK	QUERCUS	38 "		REMOVE	38 "					
2823	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2825	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2826	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2827	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2828	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2829	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2831	OAK	QUERCUS	14 "		REMOVE	14 "					
2833	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2834	OAK	QUERCUS	36 "		REMOVE	36 "					
2835	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2838	OAK	QUERCUS	14 "		PRESERVE		14 "				
2839	OAK	QUERCUS	14 "		PRESERVE		14 "				
2840	OAK	QUERCUS	24 "		REMOVE	24 "					
2841	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2843	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2845	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2846	OAK	QUERCUS	14 "		PRESERVE		14 "				
2849	OAK	QUERCUS	16 "		RELOCATE		16 "				
2851	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2852	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2853	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2855	OAK	QUERCUS	22X2 "		REMOVE	44 "					
2856	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2857	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2861	OAK	QUERCUS	32 "		REMOVE	32 "					
2864	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2865	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2866	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2867	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2868	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2869	OAK	QUERCUS	34 "		REMOVE	34 "					
2870	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2871	OAK	QUERCUS	40 "		REMOVE	40 "					
2872	OAK	QUERCUS	14 "		PRESERVE		14 "				
2873	OAK	QUERCUS	24 & 22 "		REMOVE	46 "					
2874	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2877	OAK	QUERCUS	22 "		REMOVE	22 "					
2878	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2879	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2880	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
2882	OAK	QUERCUS	14 "		PRESERVE		14 "				

PLANNED DEVELOPMENT TREE MITIGATION INVENTORY

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Gordy Creek

Fort Pierce, Florida

DESIGNED PRP
DRAWN PRP
APPROVED LAH
JOB NUMBER 23-0711
DATE 11-19-25
REVISIONS

SHEET TM9 OF 18

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TREE MITIGATION

Tree #	Tree Species		DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 14"-29" DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 30"+ DBH)	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
	Common Name	Botanical Name									
2884	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2889	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2891	OAK	QUERCUS	36 "		PRESERVE			36 "			
2892	OAK	QUERCUS	20 "		REMOVE	20 "					
2893	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2894	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2895	OAK	QUERCUS	42 "		REMOVE	N/A - PER IRC SEC 927.03 - POOR HEALTH					
2897	OAK	QUERCUS	14 "		REMOVE	14 "					
2904	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2907	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC 927.03 - POOR HEALTH					
2908	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2910	OAK	QUERCUS	16 "		RELOCATE		16 "				
2911	OAK	QUERCUS	16 "		PRESERVE		16 "				
2912	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2913	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2916	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2917	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2918	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2919	OAK	QUERCUS	20 "		REMOVE	20 "					
2921	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2922	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2923	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2924	OAK	QUERCUS	16 "		RELOCATE		16 "				
2925	OAK	QUERCUS	18 "		REMOVE	18 "					
2927	OAK	QUERCUS	16 "		PRESERVE		16 "				
2928	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2930	OAK	QUERCUS	16 "		PRESERVE		16 "				
2931	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2932	OAK	QUERCUS	22 "		REMOVE	22 "					
2933	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2934	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2935	OAK	QUERCUS	24 "		REMOVE	24 "					
2936	OAK	QUERCUS	14 "		REMOVE	14 "					
2937	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2940	OAK	QUERCUS	22 "		PRESERVE		22 "				
2942	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2943	OAK	QUERCUS	14 "		REMOVE	14 "					
2944	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2945	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2947	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2950	OAK	QUERCUS	14 "		PRESERVE		14 "				
2951	OAK	QUERCUS	14 "		REMOVE	14 "					
2952	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2953	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2954	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2956	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2957	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2958	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2960	OAK	QUERCUS	20 "		REMOVE	20 "					
2961	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2962	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2964	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2965	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2966	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2967	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2970	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2972	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2974	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2975	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2976	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2977	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2979	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC 927.03 - POOR HEALTH					
2980	OAK	QUERCUS	18 "		REMOVE	18 "					
2982	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2983	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2984	OAK	QUERCUS	14 "		REMOVE	N/A - PER IRC SEC 927.03 - POOR HEALTH					
2986	OAK	QUERCUS	18X2 "		REMOVE	36 "					
2987	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2989	OAK	QUERCUS	20 "		REMOVE	20 "					
2991	OAK	QUERCUS	16 "		PRESERVE		16 "				
2993	OAK	QUERCUS	OAK 12 X2 "		PRESERVE		24 "				
2994	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2995	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
2996	OAK	QUERCUS	24 "		PRESERVE		24 "				
2998	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
2999	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC 927.03 - POOR HEALTH					
3002	OAK	QUERCUS	14 "		PRESERVE		14 "				
3005	OAK	QUERCUS	24 "		REMOVE	N/A - PER IRC SEC 927.03 - POOR HEALTH					
3008	OAK	QUERCUS	14 "		PRESERVE		14 "				
3009	OAK	QUERCUS	22 "		PRESERVE		22 "				
3010	OAK	QUERCUS	16 "		PRESERVE		16 "				
3011	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3012	OAK	QUERCUS	28 "		REMOVE	N/A - PER IRC SEC 927.03 - POOR HEALTH					
3015	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3017	OAK	QUERCUS	20 "		REMOVE	20 "					
3021	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3021	OAK	QUERCUS	40 "		PRESERVE		40 "				
3022	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3023	OAK	QUERCUS	30 "		REMOVE	30 "					
3024	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3026	OAK	QUERCUS	14 "		PRESERVE		14 "				
3026	OAK	QUERCUS	14 "		PRESERVE		14 "				
3027	OAK	QUERCUS	14 "		PRESERVE		14 "				
3029	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3030	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3032	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3034	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3035	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3036	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3037	OAK	QUERCUS	16 "		PRESERVE		16 "				
3039	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3041	OAK	QUERCUS	14 "		PRESERVE		14 "				
3042	OAK	QUERCUS	14 "		REMOVE	14 "					
3043	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3045	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3046	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3047	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3048	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3049	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3050	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1

Tree #	Tree Species		DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 14"-29" DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 30"+ DBH)	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
	Common Name	Botanical Name									
3051	OAK	QUERCUS	18 "		PRESERVE		18 "				
3055	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3057	OAK	QUERCUS	18 "		PRESERVE		18 "				
3058	OAK	QUERCUS	16 "		PRESERVE		16 "				
3059	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3060	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3061	OAK	QUERCUS	18 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3062	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3063	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3066	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3067	OAK	QUERCUS	16 "		RELOCATE		16 "				
3071	OAK	QUERCUS	14 "		PRESERVE		14 "				
3074	OAK	QUERCUS	18 "		REMOVE	18 "					
3076	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3077	OAK	QUERCUS	14 "		REMOVE	14 "					
3078	OAK	QUERCUS	14 "		PRESERVE		14 "				
3080	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3081	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3084	OAK	QUERCUS	14 "		REMOVE	14 "					
3085	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3086	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3087	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3088	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3089	OAK	QUERCUS	14 "		PRESERVE		14 "				
3090	OAK	QUERCUS	14 "		PRESERVE		14 "				
3091	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3092	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3093	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3094	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3095	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3097	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3099	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3100	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3101	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3102	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3103	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3104	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3105	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3106	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3107	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3108	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3110	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3112	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3113	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3115	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3117	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3120	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3121	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3122	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3124	OAK	QUERCUS	50 "		REMOVE	50 "					
3125	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3126	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3127	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3128	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3130	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3131	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3132	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3133	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3134	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3135	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3138	OAK	QUERCUS	16 "		RELOCATE		16 "				
3140	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3142	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3143	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3144	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3145	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3146	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3147	OAK	QUERCUS	14 "		REMOVE	14 "					
3151	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3152	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3153	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3155	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3157	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3159	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3160	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3161	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3162	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3163	OAK	QUERCUS	22 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3164	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3166	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3168	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3171	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3172	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3173	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3175	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3176	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3177	OAK	QUERCUS	16 "		RELOCATE		16 "				
3179	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3180	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3182	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3183	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3184	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3185	OAK	QUERCUS	14 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3186	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3188	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3190	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3191	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3193	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3195	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3196	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3197	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1

PLANNED DEVELOPMENT TREE MITIGATION INVENTORY

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Fort Pierce, Florida

DESIGNED PRP
DRAWN PRP
APPROVED LAH
JOB NUMBER 23-0711
DATE 11-19-25
REVISIONS

SHEET TM10 OF 18

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TREE MITIGATION

Tree #	Tree Species		DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 14"-29" DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 30"+ DBH)	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
	Common Name	Botanical Name									
3197	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3198	OAK	QUERCUS	20 "		REMOVE	20 "					
3201	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3202	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3203	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3204	PALM (UNKNOWN)				RELOCATE						
3206	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3207	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3208	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3209	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3210	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3211	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3212	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3213	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3214	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3215	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3216	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3217	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3218	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3219	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3220	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3222	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3223	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3224	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3225	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3227	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3231	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3232	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3233	OAK	QUERCUS	14 "		PRESERVE		14 "				
3234	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3235	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3236	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3238	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3239	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3241	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3242	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3243	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3244	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3246	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3247	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3248	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3249	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3251	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3252	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3253	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3254	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3255	OAK	QUERCUS	20 "		PRESERVE		20 "				
3256	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3257	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3258	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3259	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3260	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3261	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3262	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3263	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3264	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3265	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3266	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3268	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3270	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3272	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3273	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3274	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3275	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3276	OAK	QUERCUS	38 "		REMOVE	38 "					
3277	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3278	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3279	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3280	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3281	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3282	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3283	OAK	QUERCUS	36 "		REMOVE	36 "					
3284	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3285	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3286	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3288	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3289	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3290	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3291	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3292	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3293	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3294	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3295	OAK	QUERCUS	20 "		REMOVE	20 "					
3296	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3297	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3298	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3299	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3300	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3301	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3302	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3303	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3304	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3305	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3306	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3309	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3310	OAK	QUERCUS	24 "		PRESERVE		24 "				
3311	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3312	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3313	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3314	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3315	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3316	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3317	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3318	OAK	QUERCUS	32 "		PRESERVE		32 "				
3320	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3321	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3322	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3323	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3324	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3325	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3326	OAK	QUERCUS	30 "		PRESERVE		30 "				
3327	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3328	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3329	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3330	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3331	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3332	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3333	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3334	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3335	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3336	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3337	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3338	OAK	QUERCUS	32 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3339	OAK	QUERCUS	36 "		PRESERVE		36 "				
3340	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3342	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3343	OAK	QUERCUS	40 "		PRESERVE		40 "				
3344	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3345	OAK	QUERCUS	34 "		PRESERVE		34 "				
3346	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3349	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3350	OAK	QUERCUS	16 "		PRESERVE		16 "				
3351	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3352	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3353	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3354	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3355	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3356	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3357	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3358	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3359	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3360	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3361	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3362	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3363	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3364	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3365	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3366	OAK	QUERCUS	16 "		PRESERVE		16 "				
3367	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3368	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3369	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3370	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3372	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3373	OAK	QUERCUS	60 "		PRESERVE		60 "				
3374	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3375	OAK	QUERCUS	32 "		PRESERVE		32 "				
3376	OAK	QUERCUS	54 "		PRESERVE		54 "				
3377	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3378	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3379	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3380	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3381	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3382	OAK	QUERCUS	34 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3383	OAK	QUERCUS	34 "		PRESERVE		34 "				
3384	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3385	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3385	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3386	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3388	OAK	QUERCUS	36 "		PRESERVE		36 "				
3389	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3390	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3391	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3393	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3394	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3395	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3397	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3398	OAK	QUERCUS	36 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3399	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3400	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3401	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3403	OAK	QUERCUS	16 "		RELOCATE		16 "				
3404	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3405	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3406	OAK	QUERCUS	16 "		RELOCATE		16 "				
3407	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3408	OAK	QUERCUS	18 "		REMOVE	18 "					
3409	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3410	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3411	OAK	QUERCUS	14 "		REMOVE	14 "					
3411	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3412	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3413	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3414	OAK	QUERCUS	18 "		REMOVE	18 "					
3415	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3416	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3417	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3418	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3419	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3420	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	

PLANNED DEVELOPMENT
TREE MITIGATION
INVENTORY

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Fort Pierce, Florida

DESIGNED PRP
DRAWN PRP
APPROVED LAH
JOB NUMBER 23-0711
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REVISIONS

SHEET TM11 OF 18

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TREE MITIGATION

Tree #	Tree Species		DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 14"-29" DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 30"+ DBH)	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
	Common Name	Botanical Name									
3421	OAK	QUERCUS	24 "		REMOVE	24 "					
3422	OAK	QUERCUS	18 "		REMOVE	18 "					
3423	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3424	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3426	OAK	QUERCUS	34 "		REMOVE	34 "					
3427	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3428	OAK	QUERCUS	14 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3429	OAK	QUERCUS	24 "		REMOVE	24 "					
3430	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3431	OAK	QUERCUS	14 "		REMOVE	14 "					
3433	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3434	OAK	QUERCUS	14 "		REMOVE	14 "					
3435	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3436	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3437	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3439	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3442	OAK	QUERCUS	14 "		REMOVE	14 "					
3444	OAK	QUERCUS	14 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3445	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3446	OAK	QUERCUS	24 "		REMOVE	24 "					
3447	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3448	OAK	QUERCUS	32 "		REMOVE	32 "					
3450	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3451	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3452	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3453	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3454	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3456	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3457	OAK	QUERCUS	14 "		PRESERVE		14 "				
3458	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3459	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3460	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3461	OAK	QUERCUS	20 "		REMOVE	20 "					
3462	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3463	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3464	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3465	OAK	QUERCUS	14 "		REMOVE	14 "					
3468	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3469	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3470	OAK	QUERCUS	14 "		PRESERVE		14 "				
3473	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3474	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3475	OAK	QUERCUS	18 "		REMOVE	18 "					
3476	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3477	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3479	OAK	QUERCUS	16 "		RELOCATE		16 "				
3479	OAK	QUERCUS	26 "		REMOVE	26 "					
3481	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3482	OAK	QUERCUS	16X2 "		REMOVE	32 "					
3483	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3484	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3485	OAK	QUERCUS	14 "		REMOVE	14 "					
3486	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3487	OAK	QUERCUS	18 "		REMOVE	18 "					
3488	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3489	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3490	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3491	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3492	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3493	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3494	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3496	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3497	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3499	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3501	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3502	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3503	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3504	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3505	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3507	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3508	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3509	OAK	QUERCUS	28 "		REMOVE	28 "					
3510	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3511	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3512	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3513	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3515	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3517	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3518	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3519	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3521	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3523	OAK	QUERCUS	36 "		PRESERVE			36 "			
3524	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3525	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3527	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3528	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3529	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3530	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3531	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3532	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3534	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3535	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3537	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3538	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3539	OAK	QUERCUS	26 "		REMOVE	26 "					
3540	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3541	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3543	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3544	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3545	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1

Tree #	Tree Species		DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 14"-29" DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 30"+ DBH)	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
	Common Name	Botanical Name									
3547	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3549	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3550	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3551	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3552	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3555	OAK	QUERCUS	18 "		REMOVE	18 "					
3556	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3557	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3558	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3559	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3560	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3561	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3562	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3563	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3563	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3565	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3566	OAK	QUERCUS	18 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3567	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3568	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3569	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3570	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3571	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3572	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3573	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3574	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3575	OAK	QUERCUS	26 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3577	OAK	QUERCUS	28 "		REMOVE	28 "					
3578	OAK	QUERCUS	70 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3579	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3580	OAK	QUERCUS	16 "		RELOCATE		16 "				
3581	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3582	OAK	QUERCUS	16 "		RELOCATE		16 "				
3583	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3585	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3586	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3587	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3588	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3589	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3590	OAK	QUERCUS	16 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3591	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3592	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3593	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3594	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3595	OAK	QUERCUS	18 "		REMOVE	18 "					
3597	OAK	QUERCUS	36X2 "		REMOVE	72 "					
3598	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3599	OAK	QUERCUS	18 "		REMOVE	18 "					
3600	OAK	QUERCUS	18 "		REMOVE	18 "					
3601	OAK	QUERCUS	14 "		REMOVE	14 "					
3602	OAK	QUERCUS	14 "		REMOVE	14 "					
3603	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3604	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3605	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3606	OAK	QUERCUS	24 "		REMOVE	24 "					
3607	OAK	QUERCUS	20 "		REMOVE	20 "					
3608	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3609	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3610	OAK	QUERCUS	26 "		REMOVE	26 "					
3612	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3613	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3614	OAK	QUERCUS	20 "		REMOVE	20 "					
3615	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3617	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3618	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3620	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3621	OAK	QUERCUS	24 "		REMOVE	24 "					
3622	OAK	QUERCUS	24 "		REMOVE	24 "					
3623	OAK	QUERCUS	20 "		REMOVE	20 "					
3624	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3626	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3627	OAK	QUERCUS	24 "		REMOVE	24 "					
3628	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3630	OAK	QUERCUS	20 "		REMOVE	20 "					
3631	OAK	QUERCUS	18 "		REMOVE	18 "					
3633	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3634	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3635	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3636	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3637	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3637	OAK	QUERCUS	18 "		REMOVE	18 "					
3640	OAK	QUERCUS	14 "		REMOVE	14 "					
3641	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3642	OAK	QUERCUS	20 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3644	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3646	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3649	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3650	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3651	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3653	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3654	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3655	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	

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TREE MITIGATION

Tree #	Tree Species		DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 14"-29" DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 30"+ DBH)	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
	Common Name	Botanical Name									
3656	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3660	OAK	QUERCUS	14 "		REMOVE	14 "					
3661	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3662	OAK	QUERCUS	14 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3663	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3664	OAK	QUERCUS	28 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3665	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3666	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3667	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3668	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3669	OAK	QUERCUS	24 "		REMOVE	24 "					
3670	OAK	QUERCUS	20 "		REMOVE	20 "					
3672	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3673	OAK	QUERCUS	18 "		REMOVE	18 "					
3674	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3676	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3677	OAK	QUERCUS	16 "		RELOCATE		16 "				
3678	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3679	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3680	OAK	QUERCUS	14X2 "		REMOVE	28 "					
3681	OAK	QUERCUS	16 "		RELOCATE		16 "				
3682	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3683	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3684	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3687	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3689	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3690	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3691	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3692	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3694	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3695	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3696	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3696	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3697	OAK	QUERCUS	14 "		REMOVE	14 "					
3698	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3699	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3702	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3704	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3705	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3706	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3707	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3708	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3709	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3710	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3713	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3714	OAK	QUERCUS	36 "		REMOVE	36 "					
3716	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3717	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3719	OAK	QUERCUS	26 "		REMOVE	26 "					
3720	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3721	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3722	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3723	OAK	QUERCUS	48 "		REMOVE	48 "					
3724	OAK	QUERCUS	22 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3725	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3726	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3728	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3729	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3730	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3731	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3732	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3733	OAK	QUERCUS	14 "		REMOVE	14 "					
3734	OAK	QUERCUS	32 "		REMOVE	32 "					
3735	OAK	QUERCUS	24 "		REMOVE	24 "					
3736	OAK	QUERCUS	24 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3737	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3738	OAK	QUERCUS	24 "		REMOVE	24 "					
3741	OAK	QUERCUS	14 "		REMOVE	14 "					
3742	OAK	QUERCUS	14 "		REMOVE	14 "					
3745	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3746	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3748	OAK	QUERCUS	14 "		REMOVE	14 "					
3749	OAK	QUERCUS	20 "		REMOVE	20 "					
3750	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3759	OAK	QUERCUS	18 "		REMOVE	18 "					
3761	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3765	OAK	QUERCUS	30 "		REMOVE	30 "					
3772	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3774	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3775	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3776	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3777	OAK	QUERCUS	14 "		REMOVE	14 "					
3778	OAK	QUERCUS	14 "		REMOVE	14 "					
3779	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3783	OAK	QUERCUS	16 "		RELOCATE		16 "				
3784	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3785	OAK	QUERCUS	16 "		RELOCATE		16 "				
3788	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3789	OAK	QUERCUS	14 "		PRESERVE		14 "				
3791	OAK	QUERCUS	14 "		REMOVE	14 "					
3792	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3794	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3795	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3796	OAK	QUERCUS	14 "		REMOVE	14 "					
3797	OAK	QUERCUS	14 "		REMOVE	14 "					
3799	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3802	OAK	QUERCUS	14 "		REMOVE	14 "					
3803	OAK	QUERCUS	20 "		REMOVE	20 "					
3804	OAK	QUERCUS	18 "		REMOVE	18 "					
3805	OAK	QUERCUS	24-8 "		REMOVE	32 "					
3818	OAK	QUERCUS	14 "		REMOVE	14 "					

Tree #	Tree Species		DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 14"-29" DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 30"+ DBH)	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
	Common Name	Botanical Name									
3819	OAK	QUERCUS	18 "		PRESERVE		18 "				
3824	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3825	OAK	QUERCUS	24 "		PRESERVE		24 "				
3827	OAK	QUERCUS	18 "		PRESERVE		18 "				
3834	OAK	QUERCUS	14 "		REMOVE	14 "					
3835	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3837	OAK	QUERCUS	22 "		REMOVE	22 "					
3843	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3845	OAK	QUERCUS	16 "		RELOCATE		16 "				
3849	OAK	QUERCUS	22 "		REMOVE	22 "					
3850	OAK	QUERCUS	24 "		REMOVE	24 "					
3851	OAK	QUERCUS	16 "		PRESERVE		16 "				
3852	OAK	QUERCUS	14 "		REMOVE	14 "					
3856	OAK	QUERCUS	16 "		RELOCATE		16 "				
3859	OAK	QUERCUS	14 "		PRESERVE		14 "				
3860	OAK	QUERCUS	14 "		PRESERVE		14 "				
3862	OAK	QUERCUS	22X2 "		REMOVE	44 "					
3863	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3866	OAK	QUERCUS	14 "		PRESERVE		14 "				
3867	OAK	QUERCUS	18 "		REMOVE	18 "					
3868	OAK	QUERCUS	24 "		REMOVE	24 "					
3874	OAK	QUERCUS	24 "		REMOVE	24 "					
3877	OAK	QUERCUS	14 "		REMOVE	14 "					
3881	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3883	OAK	QUERCUS	28 "		REMOVE	28 "					
3890	OAK	QUERCUS	18 "		REMOVE	18 "					
3892	OAK	QUERCUS	16 "		RELOCATE		16 "				
3893	OAK	QUERCUS	18 "		REMOVE	18 "					
3894	OAK	QUERCUS	14 "		REMOVE	14 "					
3897	OAK	QUERCUS	16 "		RELOCATE		16 "				
3900	OAK	QUERCUS	18 "		REMOVE	18 "					
3903	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3904	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3905	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3906	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3907	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3908	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3909	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3910	OAK	QUERCUS	16 "		RELOCATE		16 "				
3911	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3912	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3913	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3914	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3917	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3918	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3919	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3920	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3921	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3922	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3924	OAK	QUERCUS	18 "		REMOVE	18 "					
3925	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3926	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3927	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3928	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3929	OAK	QUERCUS	24 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3930	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3931	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3932	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3933	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3934	OAK	QUERCUS	14 "		REMOVE	14 "					
3935	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3936	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3939	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3940	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3942	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3943	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3944	OAK	QUERCUS	14 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
3945	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3946	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3947	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3948	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3949	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3951	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3952	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3953	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3954	OAK	QUERCUS	22 "		PRESERVE		22 "				
3955	OAK	QUERCUS	20 "		REMOVE	20 "					
3956	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3957	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3958	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3959	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3960	OAK	QUERCUS	24 "		REMOVE	24 "					
3961	OAK	QUERCUS	22 "		PRESERVE		22 "				
3962	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3963	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3964	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3965	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3966	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3967	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3968	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3968	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	

PLANNED DEVELOPMENT TREE MITIGATION INVENTORY

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Gordy Creek
Fort Pierce, Florida

DESIGNED PRP
DRAWN PRP
APPROVED LAH
JOB NUMBER 23-0711
DATE 11-19-25
REVISIONS

SHEET TM13 OF 18

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TREE MITIGATION

Tree #	Tree Species		DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 14"-29" DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 30"+ DBH)	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
	Common Name	Botanical Name									
3970	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3971	OAK	QUERCUS	28 "		REMOVE	28 "					
3973	OAK	QUERCUS	26 "		REMOVE	26 "					
3975	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3976	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3977	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3978	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3979	OAK	QUERCUS	24X2 "		REMOVE	48 "					
3981	OAK	QUERCUS	14 "		REMOVE	14 "					
3983	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3986	OAK	QUERCUS	16 "		RELOCATE		16 "				
3987	OAK	QUERCUS	18 "		REMOVE	18 "					
3988	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3989	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3990	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3991	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3992	OAK	QUERCUS	20 "		PRESERVE		20 "				
3993	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3994	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
3995	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3996	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3998	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
3999	OAK	QUERCUS	28 "		REMOVE	28 "					
4000	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
4017	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4018	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4025	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4031	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4032	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4035	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4035	HICKORY	CARYA GLABRA	14 "		PRESERVE		14 "				
4036	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4041	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4042	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4044	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4045	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4049	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4051	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4054	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4063	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4068	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4070	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4077	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4078	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4082	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4087	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4100	HICKORY	CARYA GLABRA	16 "		PRESERVE		16 "				
4501	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4503	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4504	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4505	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4507	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4508	OAK	QUERCUS	26 "		PRESERVE		26 "				
4509	WATER HICKORY	CARYA AQUATICA	14 "		PRESERVE		14 "				
4510	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4512	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4513	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4514	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4515	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4516	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4520	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4522	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4523	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4524	OAK	QUERCUS	36 "		PRESERVE			36 "			
4525	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4526	OAK	QUERCUS	18 "		PRESERVE		18 "				
4527	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4528	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4529	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4530	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4531	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4532	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4533	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4534	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4535	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4536	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4537	SWEETBAY MAGNOLIA	MAGNOLIA VIRGINIANA	28 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
4538	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4539	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4540	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4542	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4543	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4544	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4545	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4546	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4548	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4548	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4549	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4550	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4551	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4552	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4553	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4555	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4557	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4558	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4559	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4560	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4561	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4562	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4563	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4564	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1

Tree #	Tree Species		DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 14"-29" DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 30"+ DBH)	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
	Common Name	Botanical Name									
4565	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4568	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4569	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4570	OAK	QUERCUS	36 "		PRESERVE			36 "			
4571	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4572	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4573	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4574	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4575	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4577	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4578	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4579	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4580	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4581	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4583	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4584	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4586	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4588	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4589	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4590	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4591	OAK	QUERCUS	16 "		PRESERVE		16 "				
4592	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4593	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4594	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4597	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4598	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4599	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4600	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4601	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4602	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4604	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4605	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4606	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4607	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4608	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4610	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4611	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4612	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4614	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4615	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4616	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4617	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4618	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4619	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4620	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4621	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4622	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4623	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4624	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4625	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4626	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4627	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4629	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4630	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4631	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4632	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4633	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4634	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4636	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4637	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4638	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4639	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4640	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4641	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4642	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4643	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4644	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4645	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4646	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4647	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4648	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4649	WATER HICKORY	CARYA AQUATICA	18 "		PRESERVE		18 "				
4650	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4651	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4652	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4653	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4654	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4655	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4656	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4657	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4658	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4659	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4660	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4661	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4662	WATER HICKORY	CARYA AQUATICA	15 "		PRESERVE		15 "				
4663	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4664	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4665	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4666	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4667	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4668	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1

PLANNED DEVELOPMENT
TREE MITIGATION
INVENTORY

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Gordy Creek
Fort Pierce, Florida

DESIGNED PRP
DRAWN PRP
APPROVED LAH
JOB NUMBER 23-0711
DATE 11-19-25
REVISIONS

SHEET TM14 OF 18

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TREE MITIGATION

Tree #	Tree Species		DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 14"-29" DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 30"+ DBH)	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
	Common Name	Botanical Name									
4669	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4670	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4672	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4673	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4674	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4675	WATER HICKORY	CARYA AQUATICA	16 "		PRESERVE		16 "				
4676	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4678	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4679	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4681	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4682	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4683	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4684	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4685	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4687	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4688	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4689	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4689	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4690	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4691	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4692	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4693	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4694	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4695	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4696	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4697	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4699	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4700	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4700	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4701	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4702	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4703	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4704	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4705	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4706	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4707	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4708	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4709	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4710	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4711	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4712	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4713	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4714	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4715	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4716	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4717	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4718	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4719	WATER HICKORY	CARYA AQUATICA	30 "		PRESERVE		30 "				
4720	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4721	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4722	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4723	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4724	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4725	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4726	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4727	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4728	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4729	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4730	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4731	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4732	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4733	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4734	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4735	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4736	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4737	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4738	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4739	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4740	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4741	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4742	OAK	QUERCUS	24 "		PRESERVE		24 "				
4743	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4744	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4745	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4746	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4747	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4748	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4749	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4750	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4751	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4752	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4753	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4754	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4755	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4756	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4757	OAK	QUERCUS	24 "		PRESERVE		24 "				
4758	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4759	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4760	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4761	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4762	HICKORY	CARYA GLABRA	20 "		PRESERVE		20 "				
4763	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4764	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4765	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4766	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4766	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4767	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4769	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4770	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4772	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4773	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1

Tree #	Tree Species		DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 14"-29" DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 30"+ DBH)	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
	Common Name	Botanical Name									
4774	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4775	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4776	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4777	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4778	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4779	OAK	QUERCUS	28 "		PRESERVE		28 "				
4780	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4782	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4783	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4784	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4785	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4786	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4787	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4788	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4789	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4790	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4792	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4793	OAK	QUERCUS	47 "		PRESERVE		47 "				
4794	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4795	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4796	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4797	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4799	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4800	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4803	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4805	WATER HICKORY	CARYA AQUATICA	14 "		PRESERVE		14 "				
4806	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4808	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4813	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4814	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4816	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4817	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4818	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4819	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4820	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4822	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4824	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4825	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4826	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4827	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4828	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4829	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4830	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4831	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4832	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4833	OAK	QUERCUS	24 "		PRESERVE		24 "				
4834	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4835	OAK	QUERCUS	20 "		PRESERVE		20 "				
4837	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4839	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4840	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4842	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4843	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4844	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4845	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4847	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4848	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4849	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4850	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4851	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4852	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4854	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4856	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4858	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4859	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4860	OAK	QUERCUS	24 "		PRESERVE		24 "				
4861	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4862	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4863	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4864	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4865	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4866	OAK	QUERCUS	20 "		PRESERVE		20 "				
4867	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4869	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4870	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4872	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4873	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4874	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4875	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4876	OAK	QUERCUS	18 "		PRESERVE		18 "				
4877	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4880	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4881	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4882	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4883	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4884	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4885	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4886	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4887	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4888	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4889	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1

PLANNED DEVELOPMENT TREE MITIGATION INVENTORY

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Fort Pierce, Florida

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TREE MITIGATION

Tree #	Tree Species		DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 14"-29" DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 30"+ DBH)	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
	Common Name	Botanical Name									
4890	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4891	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4893	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4894	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4895	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4896	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4897	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4898	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4899	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
4900	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5003	OAK	QUERCUS	26X2 "		REMOVE	52 "					
5004	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5006	OAK	QUERCUS	24 "		REMOVE	24 "					
5008	OAK	QUERCUS	16 "		PRESERVE		16 "				
5012	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5013	OAK	QUERCUS	16 "		PRESERVE		16 "				
5017	OAK	QUERCUS	50 "		REMOVE	50 "					
5018	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5020	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5021	OAK	QUERCUS	14X2 "		REMOVE	28 "					
5022	OAK	QUERCUS	24 "		REMOVE	24 "					
5025	OAK	QUERCUS	44 "		REMOVE	44 "					
5026	OAK	QUERCUS	20 "		REMOVE	20 "					
5029	OAK	QUERCUS	24 "		REMOVE	24 "					
5030	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5032	OAK	QUERCUS	18 "		REMOVE	18 "					
5033	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5034	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5035	OAK	QUERCUS	22 "		PRESERVE		22 "				
5036	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5037	OAK	QUERCUS	14 "		REMOVE	14 "					
5039	OAK	QUERCUS	24 "		REMOVE	24 "					
5040	OAK	QUERCUS	18 & 12 "		REMOVE	30 "					
5041	OAK	QUERCUS	22 "		REMOVE	22 "					
5043	OAK	QUERCUS	22 "		REMOVE	22 "					
5044	OAK	QUERCUS	24 "		REMOVE	24 "					
5045	OAK	QUERCUS	24 "		REMOVE	24 "					
5046	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5047	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5049	OAK	QUERCUS	18 "		PRESERVE		18 "				
5050	OAK	QUERCUS	34 "		REMOVE	34 "					
5052	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5054	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5055	OAK	QUERCUS	24X3 "		PRESERVE			72 "			
5056	OAK	QUERCUS	18X2 & 14 "		REMOVE	50 "					
5057	OAK	QUERCUS	14 "		REMOVE	14 "					
5058	OAK	QUERCUS	14 "		PRESERVE		14 "				
5059	OAK	QUERCUS	26 "		REMOVE	26 "					
5060	OAK	QUERCUS	22 "		REMOVE	22 "					
5061	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5063	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5064	OAK	QUERCUS	20 "		REMOVE	20 "					
5066	OAK	QUERCUS	24 "		PRESERVE		24 "				
5067	OAK	QUERCUS	18 "		PRESERVE		18 "				
5069	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5070	OAK	QUERCUS	18 "		PRESERVE		18 "				
5071	OAK	QUERCUS	14 "		REMOVE	14 "					
5073	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5076	OAK	QUERCUS	16 "		RELOCATE		16 "				
5079	OAK	QUERCUS	34 "		REMOVE	34 "					
5080	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
5081	OAK	QUERCUS	24X2 "		PRESERVE			48 "			
5082	OAK	QUERCUS	14 "		PRESERVE		14 "				
5083	OAK	QUERCUS	18 "		REMOVE	18 "					
5086	OAK	QUERCUS	24 "		REMOVE	24 "					
5087	OAK	QUERCUS	14 "		REMOVE	14 "					
5088	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5090	OAK	QUERCUS	18 "		PRESERVE		18 "				
5091	OAK	QUERCUS	18 & 12 "		REMOVE	30 "					
5092	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5094	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5095	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5097	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5098	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5100	OAK	QUERCUS	18 "		REMOVE	18 "					
5101	OAK	QUERCUS	24 "		REMOVE	24 "					
5105	OAK	QUERCUS	14X2 "		REMOVE	28 "					
5106	OAK	QUERCUS	14 "		REMOVE	14 "					
5109	OAK	QUERCUS	14 "		REMOVE	14 "					
5110	OAK	QUERCUS	36 "		REMOVE	36 "					
5113	OAK	QUERCUS	14 "		REMOVE	14 "					
5114	OAK	QUERCUS	24 "		REMOVE	24 "					
5118	OAK	QUERCUS	24X2 "		REMOVE	48 "					
5119	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5120	OAK	QUERCUS	18 "		REMOVE	18 "					
5124	OAK	QUERCUS	30 "		REMOVE	30 "					
5125	OAK	QUERCUS	24 "		REMOVE	24 "					
5126	OAK	QUERCUS	20 "		REMOVE	20 "					
5127	OAK	QUERCUS	14X2 "		REMOVE	28 "					
5128	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5130	OAK	QUERCUS	18 "		REMOVE	18 "					
5132	OAK	QUERCUS	24 "		REMOVE	24 "					
5133	OAK	QUERCUS	14 "		PRESERVE		14 "				
5134	OAK	QUERCUS	30 "		REMOVE	30 "					
5147	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5149	OAK	QUERCUS	34 "		PRESERVE			34 "			
5150	OAK	QUERCUS	36 "		PRESERVE			36 "			
5152	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5153	OAK	QUERCUS	24 "		REMOVE	24 "					
5154	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5155	OAK	QUERCUS	46 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
5158	OAK	QUERCUS	36 "		REMOVE	36 "					
5159	OAK	QUERCUS	18 "		REMOVE	18 "					
5161	OAK	QUERCUS	56 "		REMOVE	56 "					
5162	OAK	QUERCUS	14 "		REMOVE	14 "					
5165	OAK	QUERCUS	14 "		REMOVE	14 "					
5168	OAK	QUERCUS	36 "		REMOVE	36 "					
5169	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5174	OAK	QUERCUS	14 "		REMOVE	14 "					
5190	OAK	QUERCUS	18 "		REMOVE	18 "					
5192	OAK	QUERCUS	24 "		REMOVE	24 "					
5193	OAK	QUERCUS	24 "		REMOVE	24 "					
5194	OAK	QUERCUS	22 "		REMOVE	22 "					
5197	OAK	QUERCUS	28 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
5199	OAK	QUERCUS	14 "		REMOVE	14 "					
5202	OAK	QUERCUS	18 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
5203	OAK	QUERCUS	22 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
5204	OAK	QUERCUS	14 "		REMOVE	14 "					
5206	OAK	QUERCUS	14 "		REMOVE	14 "					
5209	OAK	QUERCUS	18 "		REMOVE	18 "					
5215	OAK	QUERCUS	22 "		REMOVE	22 "					
5216	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5218	OAK	QUERCUS	18 "		REMOVE	18 "					
5221	OAK	QUERCUS	14 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
5228	OAK	QUERCUS	30 "		REMOVE	30 "					
5229	OAK	QUERCUS	18 "		REMOVE	18 "					
5230	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5231	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5232	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5233	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5234	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5237	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5239	OAK	QUERCUS	14 "		REMOVE	14 "					
5240	OAK	QUERCUS	16 "		RELOCATE		16 "				
5242	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5243	OAK	QUERCUS	14 "		REMOVE	14 "					
5244	OAK	QUERCUS	24 "		REMOVE	24 "					
5245	OAK	QUERCUS	16 "		REMOVE	16 "					
5246	OAK	QUERCUS	14 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
5248	OAK	QUERCUS	14 "		REMOVE	14 "					
5250	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5252	OAK	QUERCUS	26 "		REMOVE	26 "					
5254	OAK	QUERCUS	32 "		REMOVE	32 "					
5257	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5260	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5262	OAK	QUERCUS	20 "		REMOVE	20 "					
5264	OAK	QUERCUS	16 "		REMOVE	16 "					
5265	OAK	QUERCUS	22 "		REMOVE	22 "					
5271	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5278	OAK	QUERCUS	14 "		REMOVE	14 "					
5279	OAK	QUERCUS	20 "		REMOVE	20 "					
5283	OAK	QUERCUS	18 "		REMOVE	18 "					
5284	OAK	QUERCUS	14 "		REMOVE	14 "					
5285	OAK	QUERCUS	14 "		REMOVE	14 "					
5287	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
5289	OAK	QUERCUS	18 "		REMOVE	18 "					
5294	OAK	QUERCUS	16 "		REMOVE	16 "					
5302	OAK	QUERCUS	14 "		REMOVE	14 "					
5303	OAK	QUERCUS	18 "		REMOVE	18 "					
5304	OAK	QUERCUS	14 "		REMOVE	14 "					
5308	OAK	QUERCUS	14 "		REMOVE	14 "					
5312	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5313	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5315	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5324	OAK	QUERCUS	26 "		PRESERVE		26 "				
5326	OAK	QUERCUS	32 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
5327	OAK	QUERCUS	20 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
5328	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5329	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5344	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5345	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5346	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5347	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5348	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5349	PINE	PINUS ELLIOTTII	16 "		RELOCATE		16 "				
5350	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5351	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5352	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5353	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5354	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5355	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5356	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5357	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5358	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5359	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5364	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5365	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5366	CABBAGE PALM	SABAL PALMETTO		>10' CT	REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
5367	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5372	OAK	QUERCUS	14 "		PRESERVE		14 "				
5374	OAK	QUERCUS	18 "		PRESERVE		18 "				
5376	OAK	QUERCUS	18 "		REMOVE	18 "					

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REVISIONS

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TREE MITIGATION

Tree #	Tree Species		DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 14"-29" DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 30"+ DBH)	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
	Common Name	Botanical Name									
5379	OAK	QUERCUS	30 "		PRESERVE			30 "			
5383	OAK	QUERCUS	20 "		PRESERVE		20 "				
5386	OAK	QUERCUS	14 "		PRESERVE		14 "				
5388	OAK	QUERCUS	34 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
5392	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5393	OAK	QUERCUS	28 "		REMOVE	28 "					
5394	OAK	QUERCUS	16 "		RELOCATE		16 "				
5397	OAK	QUERCUS	18 "		REMOVE	18 "					
5399	OAK	QUERCUS	38-18 "		PRESERVE			56 "			
5403	OAK	QUERCUS	36 "		REMOVE	36 "					
5405	OAK	QUERCUS	14 "		PRESERVE		14 "				
5406	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
5407	OAK	QUERCUS	16X2 "		PRESERVE			32 "			
5409	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5410	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5412	OAK	QUERCUS	14 "		REMOVE	14 "					
5422	OAK	QUERCUS	22 "		REMOVE	22 "					
5423	OAK	QUERCUS	24 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
5428	OAK	QUERCUS	28 "		REMOVE	28 "					
5429	OAK	QUERCUS	22 "		REMOVE	22 "					
5430	OAK	QUERCUS	18 "		REMOVE	18 "					
5432	OAK	QUERCUS	24 "		REMOVE	24 "					
5433	OAK	QUERCUS	24 "		REMOVE	24 "					
5435	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5436	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5438	OAK	QUERCUS	16 "		RELOCATE		16 "				
5440	OAK	QUERCUS	36 "		REMOVE	36 "					
5441	OAK	QUERCUS	18 "		REMOVE	18 "					
5442	OAK	QUERCUS	16 "		RELOCATE		16 "				
5444	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5446	OAK	QUERCUS	18 "		REMOVE	18 "					
5447	OAK	QUERCUS	20 & 14 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
5448	OAK	QUERCUS	22 "		REMOVE	22 "					
5451	OAK	QUERCUS	24 "		REMOVE	24 "					
5452	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5453	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5454	OAK	QUERCUS	22 "		REMOVE	22 "					
5455	OAK	QUERCUS	14 "		REMOVE	14 "					
5456	OAK	QUERCUS	24 "		PRESERVE		24 "				
5457	OAK	QUERCUS	14 "		REMOVE	14 "					
5458	OAK	QUERCUS	20 "		REMOVE	20 "					
5459	OAK	QUERCUS	42 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
5464	OAK	QUERCUS	24 "		REMOVE	24 "					
5465	OAK	QUERCUS	36 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
5468	PINE	PINUS ELLIOTTII	14 "		REMOVE	14 "					
5472	CABBAGE PALM	SABAL PALMETTO		>10' CT	RELOCATE					1	
5474	OAK	QUERCUS	14 "		REMOVE	14 "					
5476	OAK	QUERCUS	24X4 "		REMOVE	96 "					
5477	OAK	QUERCUS	14 "		REMOVE	14 "					
5480	OAK	QUERCUS	14 "		REMOVE	14 "					
5489	OAK	QUERCUS	18 "		REMOVE	18 "					
5490	OAK	QUERCUS	20 "		REMOVE	20 "					
5491	OAK	QUERCUS	20 & 26 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
5492	OAK	QUERCUS	24 & 12X2 "		REMOVE	48 "					
5494	OAK	QUERCUS	46 "		REMOVE	N/A - PER IRC SEC.927.03 - POOR HEALTH					
5499	OAK	QUERCUS	38 "		REMOVE	38 "					
10000	OAK	QUERCUS	36 "		PRESERVE		36 "				
10001	PINE	PINUS ELLIOTTII	18 "		PRESERVE		18 "				
10002	OAK	QUERCUS	18 "		PRESERVE		18 "				
10003	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10004	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10005	OAK	QUERCUS	48 "		PRESERVE		48 "				
10006	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10007	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10008	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10009	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10010	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10011	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10012	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10013	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10014	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10015	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10016	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10017	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10018	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10019	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10020	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10021	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10022	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10023	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10024	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10025	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10026	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10027	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10028	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10029	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10030	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10031	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10032	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10033	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10034	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10035	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10036	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10037	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10038	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10039	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10040	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10041	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10042	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10043	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10044	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10045	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10046	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10047	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10048	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10049	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10050	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10051	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10052	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10053	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10054	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10055	OAK	QUERCUS	36 "		PRESERVE		36 "				
10056	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10057	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10058	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10059	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10060	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10061	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10062	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10063	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10064	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10065	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10066	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10067	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10068	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10069	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10070	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10071	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10072	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10073	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10075	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10076	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10077	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10078	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10079	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10080	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10081	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10082	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10083	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10084	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10085	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10086	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10087	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10088	OAK	QUERCUS	24 "		PRESERVE		24 "				
10089	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10090	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10091	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10092	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10093	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10094	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10095	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10096	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10097	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10098	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10099	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10100	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10101	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10102	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10103	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10104	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10105	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10106	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10107	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10108	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10109	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10110	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10111	OAK	QUERCUS	18 "		PRESERVE		18 "				
10112	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10113	OAK	QUERCUS	18 "		PRESERVE		18 "				
10114	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10115	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10116	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10117	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10118	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10119	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10120	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10121	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10122	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10124	OAK	QUERCUS	18 "		PRESERVE		18 "				
10125	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10126	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10127	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10128	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10129	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10130	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10131	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10132	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10133	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10134	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10135	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1

PLANNED DEVELOPMENT
TREE MITIGATION
INVENTORY

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Landscape Architects
Land Planners
Environmental Consultants
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Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

Gordy Creek
Fort Pierce, Florida

DESIGNED PRP
DRAWN PRP
APPROVED LAH
JOB NUMBER 23-0711
DATE 11-19-25
REVISIONS

SHEET TM17 OF 18

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TREE MITIGATION

Tree #	Tree Species: Common Name	Tree Species: Botanical Name	DBH	CLEAR TRUNK	PROPOSED DISPOSITION	OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 14"-29" DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED 30"+ DBH)	SABAL MITIGATION CREDITS (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATE COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
10136	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10137	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10138	OAK	QUERCUS	18 "		PRESERVE		18 "				
10139	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10140	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10141	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10142	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10143	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10144	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10145	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10146	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10147	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10148	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10149	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10150	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10151	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10152	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10153	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10154	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10155	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10156	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10157	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10158	OAK	QUERCUS	18 "		PRESERVE		18 "				
10159	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10160	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10161	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10162	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10163	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10164	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10165	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10166	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10167	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10168	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10169	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10170	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10171	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10172	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10173	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10174	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10175	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10176	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10177	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10178	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10179	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10180	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10181	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10182	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10183	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10184	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10185	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10186	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10187	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10188	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10189	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10190	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10191	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10192	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10193	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10194	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10195	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10196	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10197	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10198	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10199	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10200	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10201	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10202	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10203	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
10204	OAK	QUERCUS	15 "		PRESERVE		15 "				
10205	OAK	QUERCUS	24 "		PRESERVE		24 "				
10206	CABBAGE PALM	SABAL PALMETTO		>10' CT	PRESERVE						1
24686	OAK	QUERCUS	16 "		RELOCATE		16 "				
					TOTAL CREDITS	9930 "	4607 "	1448 "		724	1172

	OAK MITIGATION REGUIRED (REPLACEMENT DBH)	OAK MITIGATION CREDITS (RELOCATED/PRESERVED) 14"-29" DBH	OAK MITIGATION SPECIMEN CREDITS (RELOCATED/PRESERVED) 30"+ DBH	SABAL MITIGATION REQUIRED (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATED COUNT)	SABAL MITIGATION CREDITS (PRESERVE COUNT)
TOTALS:						

*NOTE: THE DEVELOPER PROPOSES TO PRESERVE AND RELOCATE EXISTING NATIVE TREES WITHIN THE DEVELOPMENT AREA AND HAS MADE SIGNIFICANT ADJUSTMENTS TO THE DEVELOPMENT AREA FOR THE PRIMARY PURPOSE OF PRESERVING EXISTING NATIVE TREES. NATIVE TREES PRESERVED OR RELOCATED WITHIN THE DEVELOPMENT AREA WITH A TRUNK DIAMETER AT BREAST HEIGHT (DBH) OF 14"-29" SHALL BE CONSIDERED FOR MITIGATION CREDIT ON A 1:1 BASIS, PROVIDED THE TREES MEET THE REQUIREMENTS OUTLINED BELOW. SPECIMEN NATIVE TREES PRESERVED OR RELOCATED WITHIN THE DEVELOPMENT AREA WITH A TRUNK DBH OF 30" AND ABOVE SHALL BE CONSIDERED FOR MITIGATION CREDIT ON A 2:1 BASIS, PROVIDED THE TREES MEET THE REQUIREMENTS OUTLINED BELOW.

1. PRESERVED OR RELOCATED NATIVE AND SPECIMEN NATIVE TREES MUST HAVE A CONDITION RATING OF 50% OR HIGHER.
2. PRESERVED OR RELOCATED NATIVE AND SPECIMEN NATIVE TREES MUST REMAIN ALIVE FOR 2 YEARS. ONLY NATIVE AND SPECIMEN NATIVE TREES LOCATED WITHIN THE DEVELOPMENT AREA SHALL BE CONSIDERED FOR MITIGATION CREDIT.

IN ADDITION, THE DEVELOPER PROPOSES TO PLANT A SIGNIFICANT NUMBER OF NATIVE TREES WITHIN THE DEVELOPMENT AREA, ABOVE AND BEYOND WHAT THE MINIMUM CODE REQUIREMENTS ARE. TREES PROPOSED TO BE PLANTED IN EXCESS OF THE MINIMUM CODE REQUIREMENTS SHALL BE CONSIDERED FOR MITIGATION CREDIT ON A 1:1 BASIS, PROVIDED THE TREES MEET THE REQUIREMENTS OUTLINED BELOW.

1. PLANTED TREES IN EXCESS OF CODE MINIMUM REQUIREMENTS MUST BE NATIVE CANOPY TREES WITH A MATURE HEIGHT EXCEEDING 25-FEET.
2. PLANTED TREES IN EXCESS OF CODE MINIMUM REQUIREMENTS MUST BE PLANTED AT OR ABOVE THE MINIMUM TREE SIZE OF 2.5" TRUNK DIAMETER AT BREAST HEIGHT (DBH) AND 12-FEET TALL.

SPECIMEN NATIVE TREE: A FLORIDA NATIVE TREE THAT EXCEEDS 30" TRUNK DIAMETER AT BREAST HEIGHT, OR IS 25% THE CHAMPION TRUNK DIAMETER AT BREAST HEIGHT (DBH), WHICHEVER IS LESS.

DEVELOPMENT AREA: THE AREA WITHIN THE PROPOSED PLANNED DEVELOPMENT THAT INCLUDES IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, GRADE CHANGES, STORMWATER IMPROVEMENTS, ROADWAYS, BUILDINGS, FENCES..ETC.

MITIGATION FEE IN LIEU: $591,400

TOTAL CREDITS:

OAK MITIGATION REQUIRED (REPLACEMENT DBH)	OAK MITIGATION COUNT (RELOCATED/PRESERVED) 14"-29" DBH	OAK MITIGATION CREDITS (RELOCATED/PRESERVED) 30"+ DBH	SABAL MITIGATION REQUIRED (REMOVED COUNT)	SABAL MITIGATION CREDITS (RELOCATED COUNT)	SABAL MITIGATION CREDITS (PRESERVED COUNT)
9930 "	4607 "	1448 "		724	1172

CALCULATIONS:

OAKS

SPECIMEN OAKS REMOVED (14"+ DBH) = 9,930" DBH

PRESERVED / RELOCATED OAKS ABOVE 30" DBH WITHIN THE DEVELOPMENT AREA ARE COUNTED AT A 2:1 MITIGATION CREDIT RATIO — *1,448" DBH OF CREDIT*

REQUIRED LANDSCAPE TREES (QV) = 32 TREES AT 6" CALIPER PROVIDE 3.5" PER TREE / 2 — = 96" DBH OF CREDIT

ADDITIONAL UP PLANTED LANDSCAPE TREES (QV) = 400 TREES AT 6" — = 2,400" DBH OF CREDIT

ADDITIONAL UP PLANTED LANDSCAPE TREES (QV3) = 9 TREES AT 8" — = 72" DBH OF CREDIT

*SEE LANDSCAPE PLANS FOR 432 QV PROPOSED AT 6" CALIPER, AND 9 QV3 PROPOSED AT A 8" CALIPER.

2,496" (QV UP PLANTED TREE CREDITS) + 72" (QV3 UP PLANTED TREE CREDITS) + 1,448" (30"+ SPECIMEN OAK PRESERVATION) — = 4,016" DBH TOTAL CREDIT

9,930" (SPECIMEN REMOVED) – 4,016" (TOTAL CREDITS) — = 5,914" DBH REQUIRING MITIGATION

*OUTSTANDING OAK INCHES REQUIRING PAYMENT (IN FEE-IN-LIEU OF PLANTING): "DBH X $100/INCH

5,914" X $100 = $591,400 FEE-IN-LIEU

SABAL PALMS

SABAL PALMS (> 10' CT REMOVED) = 0

SABAL PALMS (> 10' CT PROTECTED) = 1,896

*MITIGATION ($250 PER SABAL PALM)

724 (RELOCATED) + 1,172 (PRESERVED) = 1,896 PROTECTED PALMS

0 (PALMS REMOVED) = 0 REQUIRING MITIGATION IN GORDY CREEK

*PALMS TO BE RELOCATED AS SHOWN IN THE LANDSCAPE PLAN AND IN DEDICATED PRESERVATION TRACTS

0 X $250 = $0 FEE-IN-LIEU

TOTAL FEE IN LIEU OF: $591,400 + $0 = $591,400

PLANNED DEVELOPMENT
TREE MITIGATION
INVENTORY

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants

1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
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Gordy Creek
Fort Pierce, Florida

DESIGNED PRP
DRAWN PRP
APPROVED LAH
JOB NUMBER 23-0711
DATE 11-19-25
REVISIONS

SHEET TM18 OF 18

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These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

GORDY CREEK RESIDENTIAL

PRESERVE AREA MANAGEMNT PLAN

ST. LUCIE COUNTY, FLORIDA

Prepared for:
Swanson Investment LLC
1548 SE 6th Street
Deerfield Beach, Florida 33441

Parcel Nos:
2326-130-0000-000-7
2326-130-0000-010-0

Prepared by:
Bio-Tech Consulting
3025 E. South St.
Orlando, FL 32803

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I. INTRODUCTION

The intent of the Preserve Area Management Plan (PAMP) is to provide an outline of methods to provide the long-term protection and maintenance of the viability, values and functions of the preserve areas, as required by the City of Fort Pierce.

II. OBJECTIVES

A. To preserve the existing wetlands and adjacent upland buffers, including canopy, understory, and groundcover. Define habitat types and species.
B. Enhance the viability of the preserve through the removal and control of invasive exotic plant species and the as needed supplemental planting of native plant material into the preserve areas.
C. Prevent potentially destructive uses or activities within the preserve area.
D. Sustain areas of viable habitat for regional flora and fauna through the implementation of regular maintenance and monitoring programs.
E. Other community objectives for passive use, community enhancement, education as applicable.

III. SITE DESCRIPTION

All Preserve Areas, right-of-ways and easements are shown on the Gordy Creek Site Plan, a copy of which is included in this PAMP. The Site Plan includes a summary of the acreage of wetland preservation, acreage of upland buffer preservation and total acreage of the site.

A. The Gordy Creek site consists of approximately 76-acres located in the City of Fort Pierce, directly on the west side of Gordy Road, approximately 0.3 mile south of the intersection of Okeechobee Road and the Florida Turnpike within Section 26, Township 35 South, Range 39 East, St. Lucie County, Florida. The site currently supports four (4) land use types/vegetative communities. The on-site upland land use types/vegetative communities are classified as Open Land (190) and Woodland Pastures (213). The on-site wetland land use types/vegetative communities are classified as Streams and Waterways (510) and Streams and Lake Swamps (Bottomland) (615).
B. Soil types within the overall site include Fluvaquents, frequently flooded (#14), Riviera fine sand, 0 to 2 percent slopes (#38), Susanna and Wauchula sands (#43), and Wabasso sand, 0 to 2 percent slopes (#48).
C. One ditch is present within the site boundaries along the western boundary of the wetland, through the middle of the site. The surface water (±0.35 acres) is to be filled. Three wet ponds will provide stormwater treatment for the site.
D. Two (2) wetlands, W-1 and W-2, are present within the site boundaries and will remain post development. Additionally, a 25-foot average, 15-foot minimum upland buffer adjacent to the remaining preserved wetlands will remain post development.

E. Exotic and non-native species within the PAMP and adjacent areas include Brazilian pepper (*Schinus terebinthifolia*), guinea grass (*Panicum maximum*), cogon grass (*Imperata cylindrica*) and Caesar's weed (*Urena lobata*).

F. Animal species present or adjacent to the site include African redhead agama lizard (*Agama agama*), brown anole (*Norops sagrei*), curly-tailed lizard (*Leiocephalidae carinatus*), brown anole (*Anolis sagrei*), American Crow (*Corvus brachyrhynchos*), American Robin (*Turdus migratorius*), Blue Jay (*Cyanocitta cristata*), Common Grackle (*Quiscalus quiscula*), Mourning Dove (*Zenaida macroura*), Northern Mockingbird (*Mimus polyglottos*), Red-bellied Woodpecker (*Melanerpes carolinus*), Turkey Vulture (*Cathartes aura*), eastern cottontail (*Sylvilagus floridanus*), eastern gray, squirrel (*Sciurus carolinensis),* nine-banded armadillo (*Dasypus novemcinctus*), North American raccoon (*Procyon lotor*), and opossum (*Didelphis virginiana*).

G. An original aerial photo is attached (Fig 1)

H. Color photograph showing vegetative communities is attached (Figure 4)

I. The proposed PAMP consists of 17.49 acres of wetlands and 1.31 acres of upland buffer, totaling 18.80 acres.

IV. CONSTRUCTION PHASE

A. PROTECTION

1. All Preserve Areas shown on the Site Plan for Gordy Creek will be surveyed and marked in the field with appropriate survey markers and signage. During the clearing and construction phases of the project, Preserve Area boundaries will be marked by physical barriers. No plant material will be removed from the Preserve Areas to facilitate surveying, fencing or soil boring/sampling.

2. Prohibited activities to include but not limited to staging of construction materials, construction or placing of building materials on or above the ground; dumping or placing soil or other substances such as garbage, trash, and cuttings; removal or destruction of native trees, shrubs or other native vegetation; excavation, dredging or removal of soil materials; diking or fencing; vehicular traffic including use by non-motorized vehicles, recreational vehicles and off-road vehicles; permanent irrigation; trimming, pruning, or fertilization; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife conservation and preservation.

3. Exotic vegetation shall be removed from Preserve Areas by the least ecologically-damaging method available. Such methods include hand pulling, hand spading, cutting by hand, brush axe or chain saws paired with treatment of appropriate herbicides. No debris, including dead plants, plant clippings or wood scraps, shall be allowed in Preserve Areas. In addition, all dead plant material and exotic plant debris removed from Preserve Areas shall be disposed of in a County-approved recycling facility.

Herbicidal treatment shall be performed by a Florida Class 21 Natural Areas Licensed Herbicide Applicator.

4. Prior to beginning construction, the developer will ensure that all Preserve Areas are protected with physical barriers during all clearing and construction activities.

B. ENHANCEMENT

1. The preserve consists of undeveloped wetlands consisting of bald cypress (*Taxodium distichum*), pond pine (*Pinus serotina*)*,* red maple (*Acer rubrum*), dahoon holly (*Ilex cassine*), saw palmetto (*Serenoa repens*), common buttonbush (*Cephalanthus occidentalis*), water oak (*Quercus nigra*), laurel oak (*Quercus laurifolia*), cinnamon fern (*Osmundastrum cinnamomeum*), swamp fern (*Blechnum serrulatum*), marsh pennywort, (*Hydrocotyle verticillata*), and spade leaf (*Centella asiatica*). Additionally, the preserve consists of an undeveloped upland community consisting of live oak (*Quercus virginiana*), laurel oak (*Quercus laurifolia)*, dogfennel (*Eupatorium capillifolium*), John Charles's (*Hyptis verticillata*), cabbage palm (*Sabal palmetto*), prickly pear cactus (*Opuntia humifusa*), Greenbriar (*Smilax spp.)* and Virginia creeper (*Parthenocissus quinquefolia*).

2. Relocation of vegetation is not proposed with the PAMP. All native vegetation not slated for removal as part of the development plan will be retained in their undisturbed state. Enhancement plantings will be installed on an as needed basis. All cut or fill will meet existing preserve area grade without encroaching into the preserve areas.

3. Enhancement plantings may be needed over time to ensure the success of the preserve area, as well as to replace void space left by the removal of Invasive Non-Native Plant species.

4. Enhancement may be needed due to the loss of established individuals due natural damage (hurricane, lightning, etc). Initial enhancement of the shrub layer will be needed with approximately 75 individuals per acre installed after the first treatment of exotic vegetation.

5. No irrigation will be needed for the enhancement plan, instead the woody plantings will be installed at the optimal time of year for success. Additionally, grass plugs and sod planting will be coated with a root gel such as Terra-Sorb® when being planted in the warmer months on an as needed basis.

6. As needed plantings may be needed to ensure the integrity of the preserve. Attached is the as needed supplemental planting plan (Attachment 9). The species list for the as needed supplemental planting can be found in Attachment 10.

C. PROHIBITED EXOTIC INVASIVE SPECIES CONTROL

1. All Prohibited and Invasive Non-Native Plant Species as defined in the most current Vegetation Protection Section of the ULDC and FEPPC Category I Plant List (target species) shall be removed and eradicated from the preserve areas, as well as the entire subject parcel. These plant species shall be removed or eradicated in entirety prior to the final vegetation inspection and the issuance of the Certificate of Occupancy, as required by the Standard Vegetation Permit. The entire subject parcel shall be maintained free from Invasive and non-native vegetation.

2. All chemicals shall be handled and applied by a Florida Class 21 Natural Areas Licensed Herbicide Applicator.

3. Exotic vegetation Brazilian pepper (*Schinus terebinthifolia*), grass (*Panicum maximum*), cogon grass (*Imperata cylindrica*) and Caesar's weed (*Urena lobata*) shall be removed or eradicated as necessary. The following methodology will be used to accomplish removal:
   - Cut larger, woody exotic plant species to a stump near flush with existing ground level using hand tools (chain saw, brush axe, or, machete).
   - Remove large trunks and limbs by hand (or gabled to equipment) to be pulled out of the preserve avoiding damage/impacts to existing native plant species.
   - Girdle/Hack and spray, with a machete or chainsaw and appropriate herbicide, larger diameter individuals where damage to nearby native species may be caused from felling.
   - Treat the stumps of the removed exotic plants with the appropriate herbicide Garlon 4®, Rodeo ® etc.).
   - Cut exotic and nuisance vines at the base of the tree, palm, or shrub. Leave the vine in the tree canopy so as not to damage the tree by pulling on the vine to remove it. Treat the base of the vine and the cut portion on both side of the cut, rhizome, and root mat with the appropriate herbicide.
   - Remove all debris from the preserve areas to be chipped and hauled off site for proper disposal. The work area of the chipping should be re-inspected a month after chipping and treated with the appropriate herbicide as needed.
   - Perform a follow-up treatment of any resprouting or newly seeded exotic and nuisance plant species prior to application to ERM for the final inspection.

V. MAINTENANCE AND MONITORING

A. COMMUNITY MAINTENANCE

1. Property owners are encouraged to enjoy the natural beauty of their Preserve Areas. Although development of Preserve Areas is not allowed, passive uses, such as bird-

watching and other non-destructive uses of natural areas are encouraged, as long as they do not affect the hydrology or vegetative cover of a Preserve Area.

2. Preserve areas will be posted with signs marked "Preserve Area" and a wooden fence will be installed around the preserve area (Attachment 11).

3. Native vegetation is to remain in its natural condition, with supplemental plantings occurring on an as needed basis. Plantings will replace trees lost to storm damage or any natural occurrence and fill void space left by the removal of invasive species. This replacement method will consist of grass plugs, shrubs no larger than 3 gallon in size, and trees no larger than the 7 in gallon size (Attachment 9).

4. The preserve areas will be maintained quarterly for the first year, then in perpetuity to ensure compliance for the permanent eradication of invasive non-native vegetation as listed in the most current Vegetation Protection Section of the ULDC and FEPPC Category I Plant List (target species).

B. PROHIBITED ACTIVITIES

1. Prohibited activities within the PAMP include but are not limited to construction or placing of building materials on or above the ground; dumping or placing soil or other substances such as garbage, trash, and cuttings; removal or destruction of native trees, shrubs or other native vegetation; excavation, dredging or removal of soil materials; diking or fencing; vehicular traffic including use by non-motorized vehicles, recreational vehicles and off- road vehicles; permanent irrigation; trimming, pruning, or fertilization; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife conservation and preservation.

C. MONITORING

1. The preserve area monitoring will be conducted on an annual basis, with an annual monitoring report to document the maintenance, success, and general activities done within the preserve for the first five years.

2. Monitoring shall include, but not limited to: removal of trash and debris, identification of prohibited activities, identification and eradication of invasive non-native species, ensure compliance with the standards for survivorship of the relocated plant material, replacement tree plantings or any other supplemental planting as specified in the approved PAMP.

3. Each monitoring report will include recommendations for maintenance, if necessary. Vegetative maintenance of the preserve areas will be provided in perpetuity by the permittee and successors in accordance with permit requirements and this plan.

VI. CONCLUSION

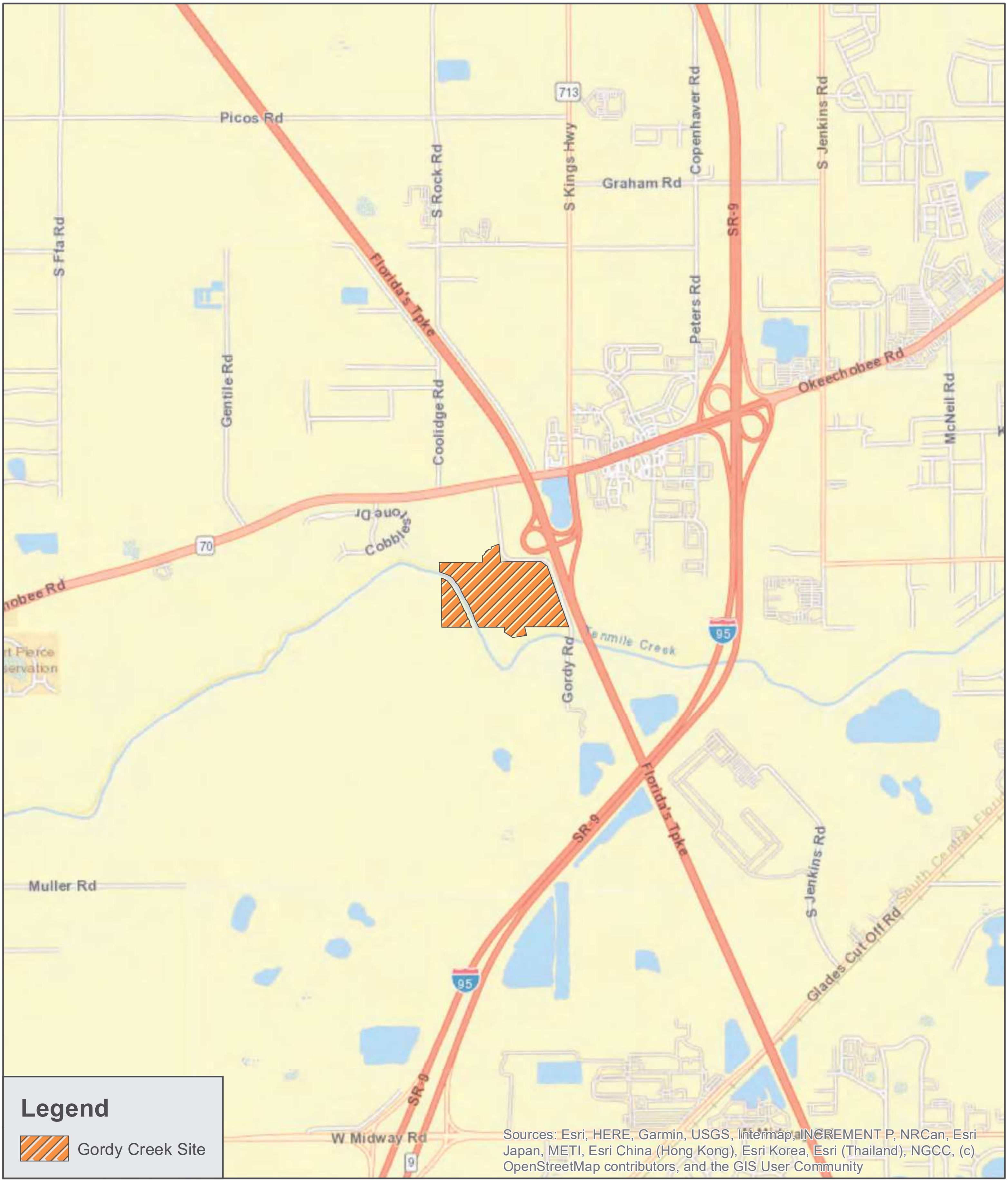
A. The proposed site use is residential with associated recreational areas, parking and stormwater management system(s).

B. Failure to comply with these guidelines will be considered a violation of the permit and approved PAMP. Further work on the project may be stopped until compliance is achieved with the guidelines of the approved PAMP is achieved.

C. Upon attainment of the Certificate of Occupancy and the final sign off by the City of Fort Pierce, annual maintenance will be performed in perpetuity.

D. Property which changes ownership is subject to disclosure laws notifying new owners of this management plan and any outstanding code enforcement issues. Results of code enforcement violations will be assumed by the owner of the property on which the violation occurs. Failure to disclose in writing the existence and nature of a proceeding to the prospective transferee creates a rebuttable presumption of fraud.

E. The City of Fort Pierce shall have the right to enforce the provisions of the PAMP through any available administrative or civil proceeding which may result in penalties. Appropriate revegetation and other remedies may be required of any person, corporation or other entity found in violation of any of the provisions of the PAMP.


Picos Rd
713
S Rock Rd
S Kings Hwy
Graham Rd
Copenhaver Rd
SR-9
S Jenkins Rd
S Fla Rd
Florida's Tpke
Gentile Rd
Coolidge Rd
Peters Rd
Okeechobee Rd
McNeil Rd
Cobblestone Dr
70
Okeechobee Rd
95
Tenmile Creek
Gordy Rd
Ft Pierce Reservation
Florida's Tpke
SR-9
S Jenkins Rd
Muller Rd
Glades Cut Off Rd
South Central Florida
95
SR-9
W Midway Rd
9
Legend
▨ Gordy Creek Site

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

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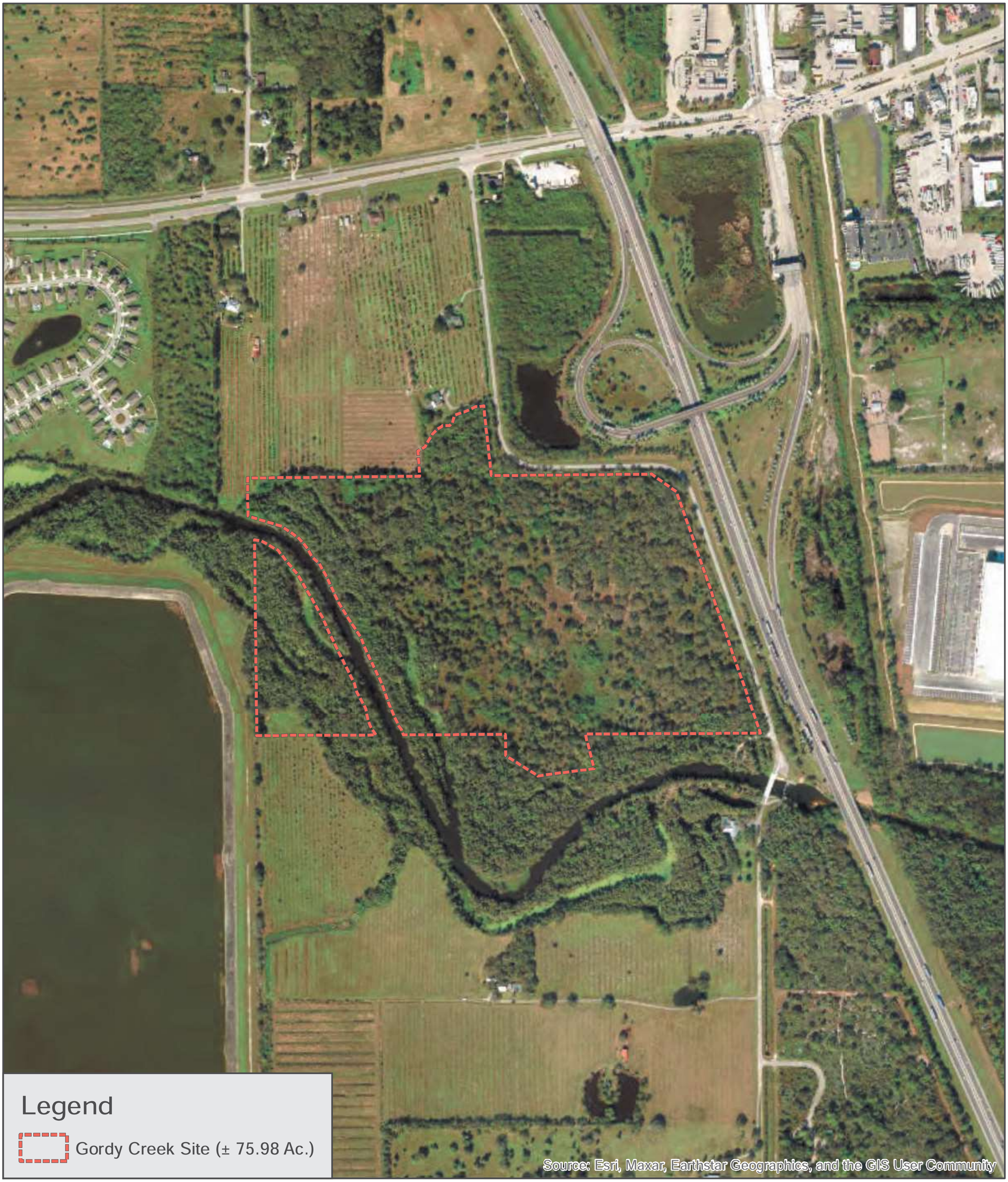
Gordy Creek Site
St. Lucie County, Florida
Figure 1
Location Map

N
W E
S

0.5
Miles

Project #: 1162-03
Produced By: JDH
Date: 2/8/2024



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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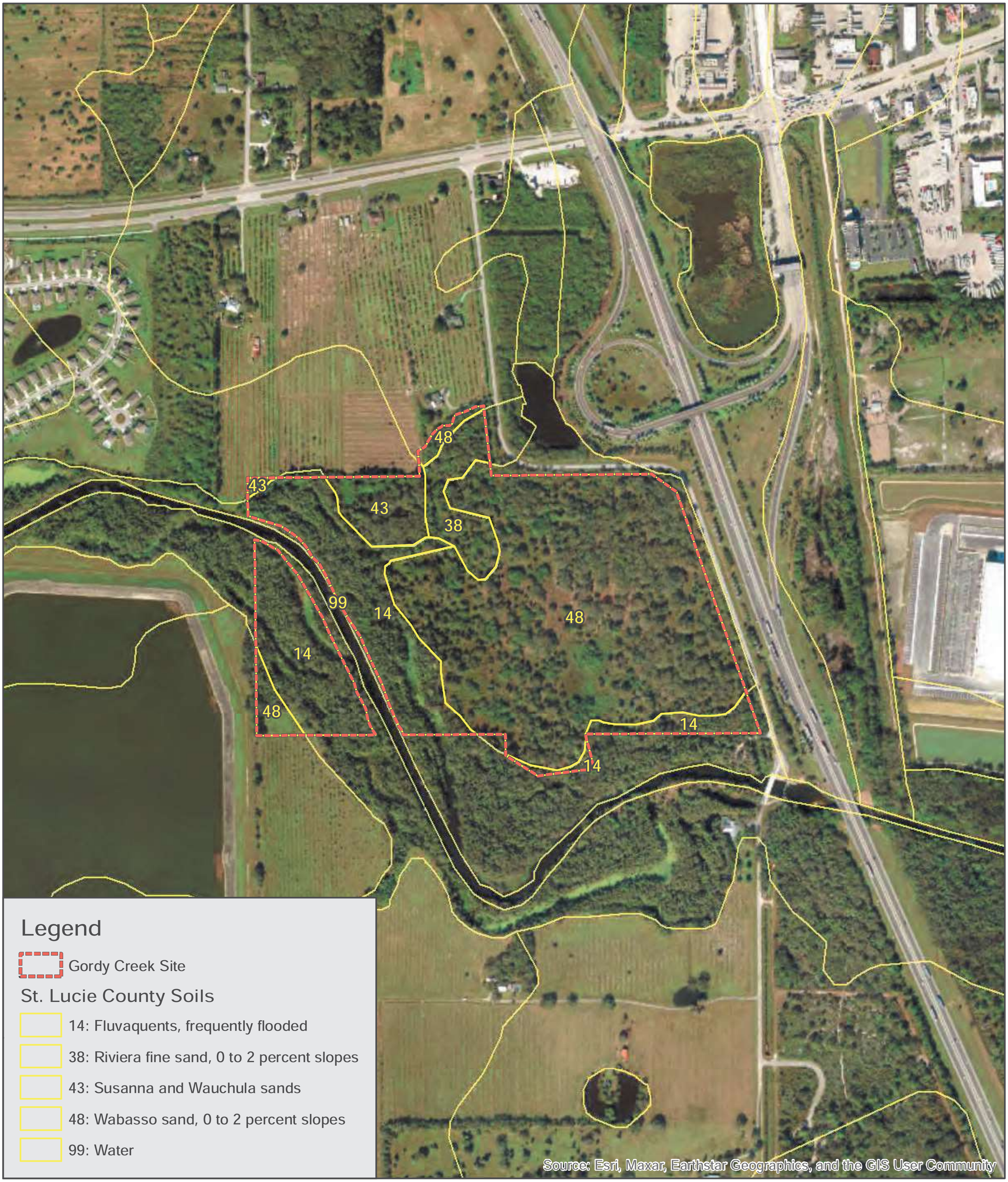
Gordy Creek Site
St. Lucie County, Florida
Figure 2
2023 Aerial Map

N
W E
S

750
Feet

Project #: 1162-03
Produced By: JDH
Date: 2/8/2024


48
43
43
38
99
14
48
14
48
14
14
Legend
Gordy Creek Site
St. Lucie County Soils
14: Fluvaquents, frequently flooded
38: Riviera fine sand, 0 to 2 percent slopes
43: Susanna and Wauchula sands
48: Wabasso sand, 0 to 2 percent slopes
99: Water

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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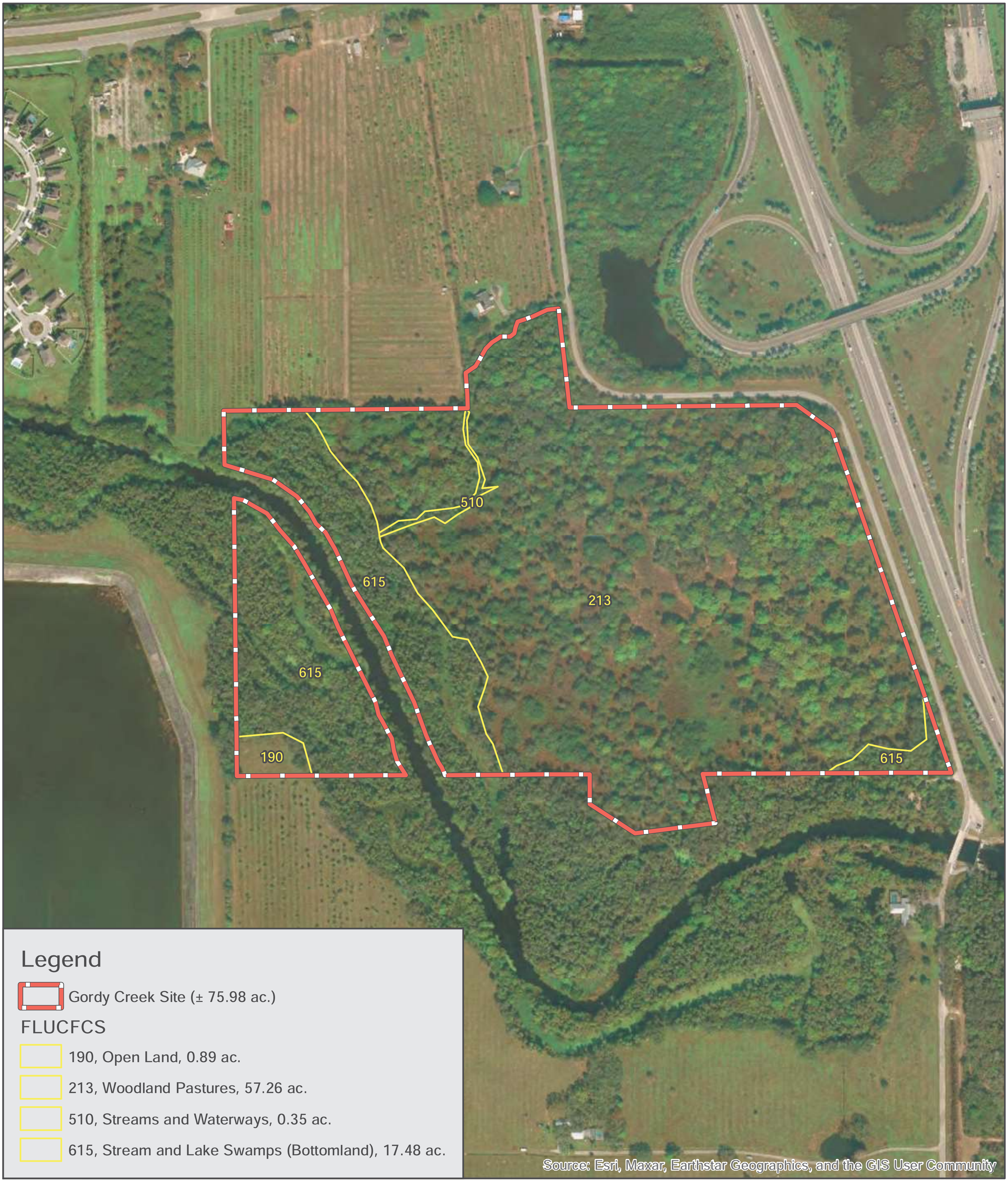
Gordy Creek Site
St. Lucie County, Florida
Figure 3
SSURGO Soils Map

N
W
E
S
750
Feet

Project #: 1162-03
Produced By: JDH
Date: 2/8/2024


510
615
213
615
190
615
Legend
Gordy Creek Site (± 75.98 ac.)
FLUCFCS
190, Open Land, 0.89 ac.
213, Woodland Pastures, 57.26 ac.
510, Streams and Waterways, 0.35 ac.
615, Stream and Lake Swamps (Bottomland), 17.48 ac.

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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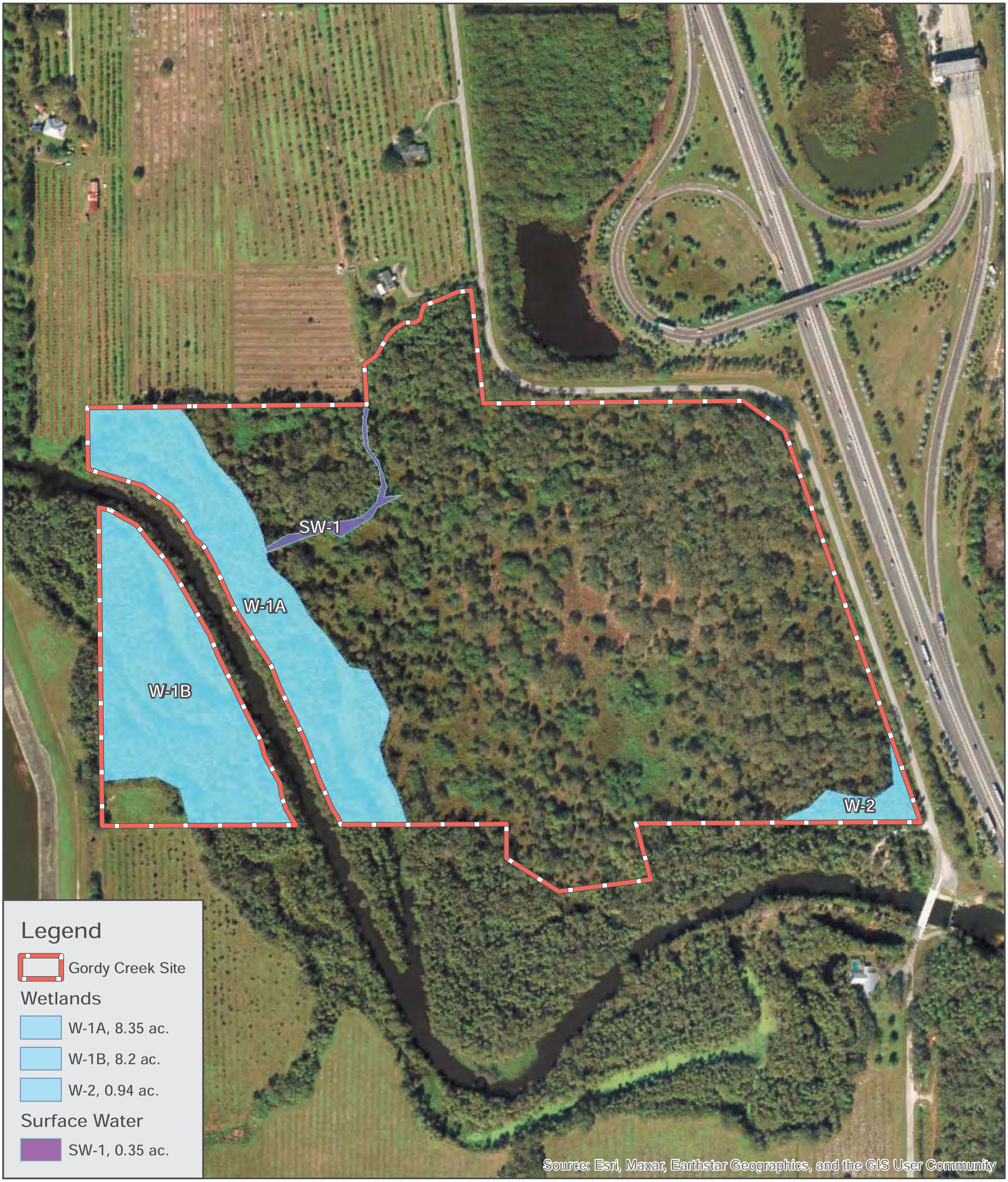
Gordy Creek Site
St. Lucie County, Florida
Figure 4
FLUCFCS Map

N
W E
S

510
Feet

Project #: 1162-03
Produced By: JDH
Date: 10/23/2024


SW-1
W-1A
W-1B
W-2
Legend
Gordy Creek Site
Wetlands
W-1A, 8.35 ac.
W-1B, 8.2 ac.
W-2, 0.94 ac.
Surface Water
SW-1, 0.35 ac.

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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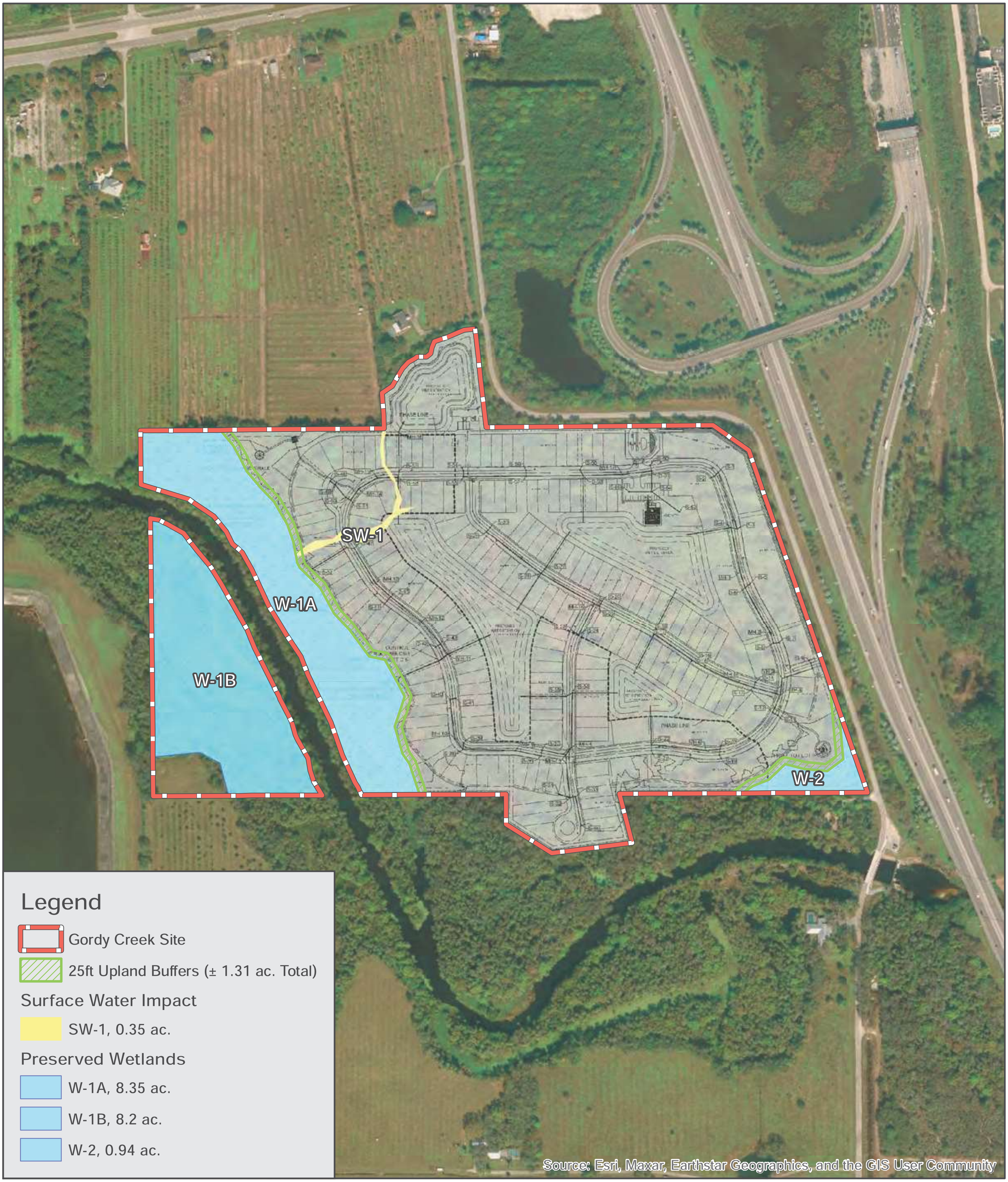
Gordy Creek Site
St. Lucie County, Florida
Figure 5
Surveyed Wetland Boundaries

N
W E
S

450
Feet

Project #: 1162-03
Produced By: JDH
Date: 8/12/2024


SW-1
W-1A
W-1B
W-2
Legend
Gordy Creek Site
25ft Upland Buffers (± 1.31 ac. Total)
Surface Water Impact
SW-1, 0.35 ac.
Preserved Wetlands
W-1A, 8.35 ac.
W-1B, 8.2 ac.
W-2, 0.94 ac.

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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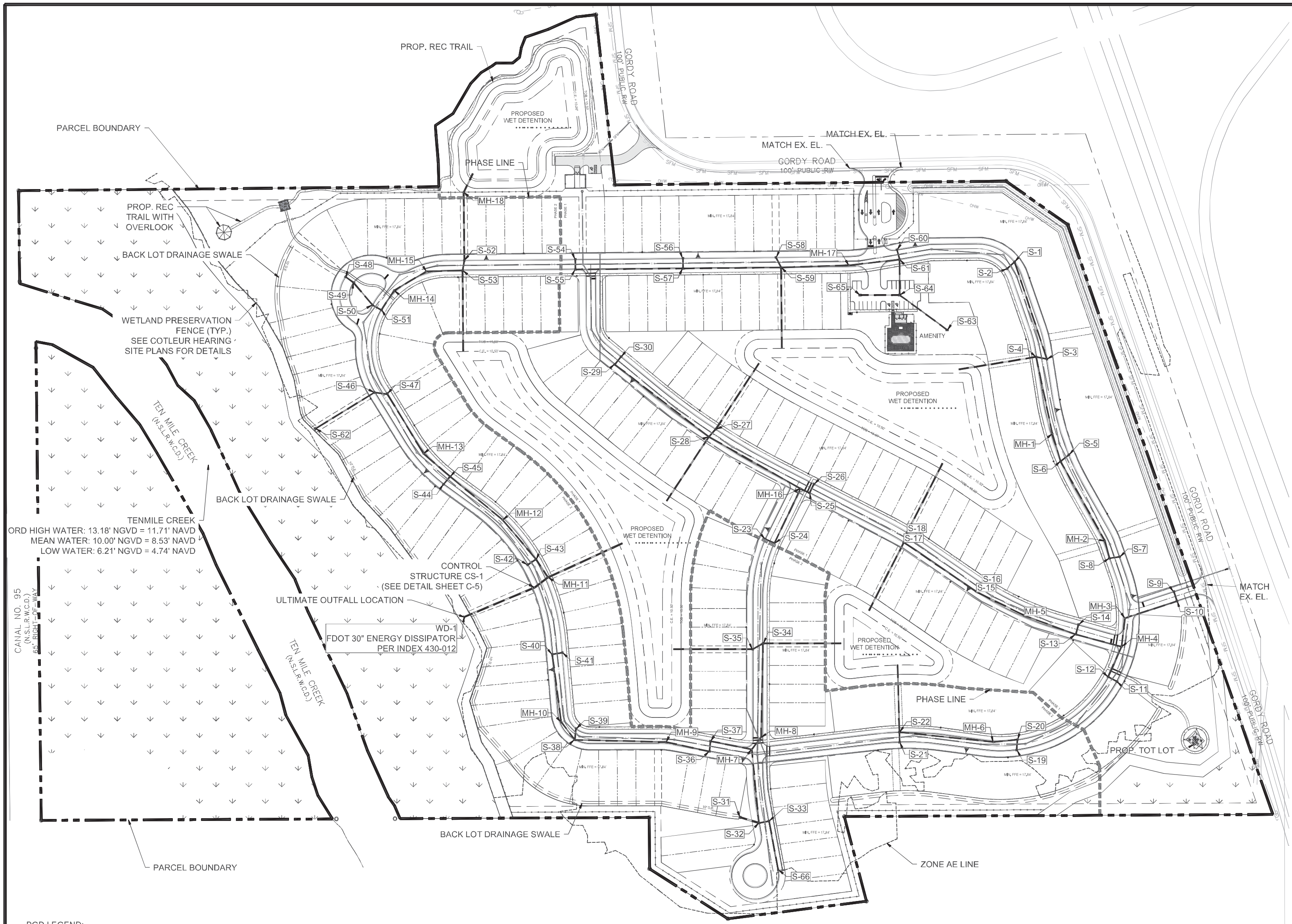
Gordy Creek Site
St. Lucie County, Florida
Figure 6
Preserve Area Map

N
W E
S

510
Feet

Project #: 1162-03
Produced By: JDH
Date: 10/23/2024


PROP. REC TRAIL
PARCEL BOUNDARY
PROPOSED WET DETENTION
PHASE LINE
MATCH EX. EL.
MATCH EX. EL.
GORDY ROAD
100' PUBLIC R/W
PROP. REC TRAIL WITH OVERLOOK
BACK LOT DRAINAGE SWALE
WETLAND PRESERVATION FENCE (TYP.)
SEE COTLEUR HEARING SITE PLANS FOR DETAILS
TEN MILE CREEK
(N.S.L.R.W.C.D.)
BACK LOT DRAINAGE SWALE
TENMILE CREEK
ORD HIGH WATER: 13.18' NGVD = 11.71' NAVD
MEAN WATER: 10.00' NGVD = 8.53' NAVD
LOW WATER: 6.21' NGVD = 4.74' NAVD
CANAL NO. 95
(N.S.L.R.W.C.D.)
65' RIGHT-OF-WAY
CONTROL STRUCTURE CS-1
(SEE DETAIL SHEET C-5)
ULTIMATE OUTFALL LOCATION
WD-1
FDOT 30" ENERGY DISSIPATOR PER INDEX 430-012
AMENITY
PROPOSED WET DETENTION
PROPOSED WET DETENTION
PROPOSED WET DETENTION
PHASE LINE
PROP. TOT LOT
MATCH EX. EL.
GORDY ROAD
100' PUBLIC R/W
BACK LOT DRAINAGE SWALE
ZONE AE LINE
PARCEL BOUNDARY
0 50 100 200 Feet
1" = 100'
N

Structure Table

Structure Name	Rim Elevation	Structure Name	Rim Elevation
CS-1	15.0	S-25	14.5
MH-1	14.8	S-26	14.5
MH-2	14.8	S-27	14.5
MH-3	15.3	S-28	14.5
MH-4	15.0	S-29	14.5
MH-5	15.1	S-30	14.5
MH-6	14.9	S-31	14.8
MH-7	15.6	S-32	14.5
MH-8	15.5	S-33	14.5
MH-9	15.2	S-34	14.5
MH-10	14.7	S-35	14.5
MH-11	14.9	S-36	14.5
MH-12	15.1	S-37	14.5
MH-13	15.0	S-38	14.5
MH-14	14.9	S-39	14.5
MH-15	15.0	S-40	14.5
MH-16	14.8	S-41	14.5
MH-17	15.1	S-42	14.5
MH-18	15.6	S-43	14.5
S-1	14.5	S-44	14.5
S-2	14.5	S-45	14.5
S-3	14.5	S-46	14.6
S-4	14.5	S-47	14.5
S-5	14.5	S-48	14.7
S-6	14.5	S-49	14.7
S-7	14.5	S-50	14.5
S-8	14.5	S-51	14.5
S-9	16.7	S-52	14.5
S-10	16.6	S-53	14.5
S-11	14.5	S-54	14.5
S-12	14.5	S-55	14.5
S-13	14.5	S-56	14.5
S-14	14.5	S-57	14.5
S-15	14.5	S-58	14.5
S-16	14.5	S-59	14.5
S-17	14.5	S-60	14.5
S-18	14.5	S-61	14.5
S-19	14.5	S-62	???
S-20	14.5	S-63	15.0
S-21	14.5	S-64	16.1
S-22	14.5	S-65	16.1
S-23	14.5	S-66	15.0
S-24	14.5	WD-1	???

PGD LEGEND:

▨	PROPOSED ASPHALT PAVEMENT
━ ━ ‒ ‒ ━	PROPERTY BOUNDARY
—— TOB ——	PROPOSED LAKE CONTROL ELEVATION CONTOUR
Ⓓ ▥	PROPOSED DRAINAGE STRUCTURE
▬ ▭ ▬	PROPOSED DRAINAGE PIPE
—— W ——	PROPOSED WATER LINE
—— S ——	PROPOSED SEWER LINE
—— 16 ——	PROPOSED CONTOUR LINE
×70.5	EXISTING SPOT ELEVATION
15.09 HP	PROPOSED SPOT ELEVATION

DRAINAGE AND GRADING NOTES:

1. TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYORS.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON THE RECORDS OF ST. LUCIE COUNTY UTILITIES AND THE VARIOUS APPLICABLE UTILITY COMPANIES. THE INFORMATION IS NOT TO BE RELIED ON AS EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES TO REQUEST EXACT FIELD LOCATION OF UTILITIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
3. ANY CONDITIONS NOT ALLOWING WATER TO FLOW AS SHOWN SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD FOR RESOLUTION.
4. CONTRACTOR SHALL REVIEW PROPOSED GRADES TO ENSURE COMPATIBILITY WITH CHANGES IN ELEVATION WITHIN THE PROPOSED PLAN.
5. THE STORM WATER DRAINAGE DESIGN IS INTENDED TO CONTAIN ALL REQUIRED SITE STORM WATER RUNOFF AND DISCHARGE INTO AN APPROVED STORM WATER SYSTEM. CONTRACTOR SHALL NOTIFY ENGINEER, SHOULD THE ADJACENT PROPERTY GRADES VARY FROM THOSE SHOWN ON THE PLAN AND CHANGE THE INTENT OF STORM WATER DESIGN.
6. ONSITE EXCAVATED MATERIAL TO BE USED FOR ONSITE PURPOSES ONLY. IF MATERIAL IS TO BE HAULED OFFSITE, MINING PERMIT MAY BE REQUIRED. CONTRACTOR TO CONTACT ENGINEER OF RECORD IF MATERIAL IS TO BE HAULED OFFSITE.
7. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES.
8. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE SPECIFICATIONS AND LOCAL JURISDICTIONAL AGENCY.
9. ELEVATIONS SHOWN AT CURB LINE ARE EDGE OF PAVEMENT UNLESS OTHERWISE SPECIFIED.
10. ALL CUT OR FILL SLOPES SHALL BE 4H:1V OR FLATTER UNLESS OTHERWISE NOTED.
11. ALL DISTURBED AREAS ARE TO BE SODDED AND/OR STABILIZED. CONTRACTOR SHALL RE-GRADE RAINFALL WASHOUTS WHERE THEY OCCUR UNTIL ADEQUATE STABILIZATION OCCURS.
12. ELEVATIONS SHOWN HEREON ARE IN FEET, REFERENCED TO NAVD 88 UNLESS OTHERWISE INDICATED. THE NGVD29 TO NAVD88 CONVERSION RATE USED IS -1.47'.
13. ALL STORM DRAINAGE FACILITIES SHALL CONFORM TO CHAPTERS 119 AND THE STANDARD SPECIFICATIONS ADOPTED BY THE CITY COMMISSION ON FEBRUARY 13, 1973, AS AMENDED.

Mills, Short & Associates
PHONE: 772.226.7282
C.A. #: 30698
WEBSITE:
www.MillsShortAssociates.com
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

ISSUE	DATE	COMMENTS

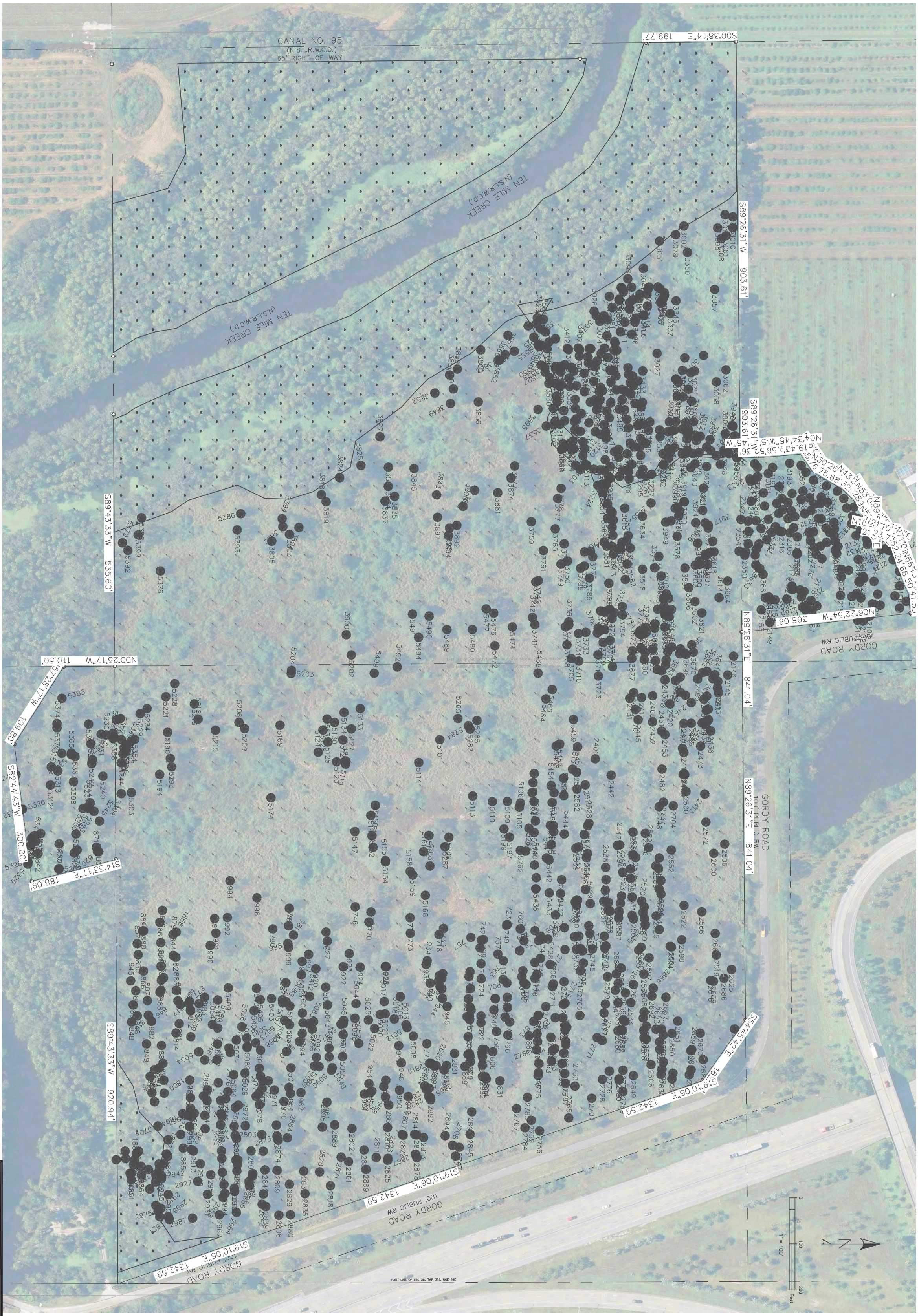
GORDY CREEK RESIDENTIAL
CITY OF FORT PIERCE
FLORIDA 34945

THIS SHEET
OVERALL GRADING AND DRAINAGE PLAN

DRAWN BY	CHECKED BY	APPROVED BY	SCALE:
KKR	JWM	JWM	SEE SHEET

PROJ. NO. 24-170
DATE 2024.09.24
SHEET NO.
C-2

FILE: C:\Users\Katie\Mills, Short & Associates\Common - Documents_Projects\24-170 Zentex Residential\CADD\Civil Sheets\C-1 EXISTING SITE CONDITIONS.dwg DATE: 9/25/2024 TIME: 4:53 PM


CANAL NO. 95
(N.S.L.R.W.C.D.)
85' RIGHT-OF-WAY
S00°38'14"E 199.77'
TEN MILE CREEK
(N.S.L.R.W.C.D.)
S89°26'31"W 903.61'
S89°26'31"W 903.61'
N04°34'45"W
N06°22'54"W 368.06'
GORDY ROAD
100' PUBLIC RW
N89°26'31"E 841.04'
S54°45'42"E
S19°10'06"E 1342.59'
S89°43'33"W 920.94'
S14°33'17"E 188.09'
300.00'
S82°44'43"W
199.80'
N00°25'17"W 110.50'
S89°43'33"W 535.60'
EAST LINE OF SEC 28, TWP 35S, RGE 39E
0 100 200
Feet
1" = 100'
N

LEGEND:

∅	EXISTING UTILITY POLE
⊡	EXISTING TELECOM RISER
× 7.28	EXISTING SPOT ELEVATION
— —	EXISTING ROAD CENTERLINE
— TOB —	EXISTING TOP OF BANK
— SWALE —	EXISTING SWALE
— 72 —	EXISTING CONTOUR LINE
●	EXISTING TREE
▨	EXISTING WETLAND BOUNDARY
— OHW —	EXISTING OVERHEAD POWER LINES
— — —	PROPERTY LINE

NOTES:

1. *REFER TO TREE SURVEY PREPARED BY EDC DATED 03/17/2022 FOR TREE TYPES AND SIZES.*
2. *ALL NUISANCE EXOTIC VEGETATION EXISTING WITHIN PROJECT SITE PROPERTY MUST BE REMOVED IN CONJUNCTION WITH SITE DEVELOPMENT.*
3. *ANY WELLS IMPACTED BY DEVELOPMENT MUST BE PROPERLY ABANDONED THROUGH ST. LUCIE COUNTY DEPARTMENT OF HEALTH.*

BENCHMARK:

ALL ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM OF 1988.

C-1

PROJ. NO.	24-170
DATE	2024.09.24
SHEET NO.	C-1

GORDY CREEK RESIDENTIAL
CITY OF FORT PIERCE
FLORIDA 34945

THIS SHEET
EXISTING SITE CONDITIONS

DRAWN BY	CHECKED BY	APPROVED BY	SCALE:
KKR	JWM	JWM	SEE SHEET

ISSUE	DATE	COMMENTS

Mills, Short & Associates
PHONE: 772.226.7282
C.A. #: 30698
WEBSITE:
www.MillsShortAssociates.com
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

AS NEEDED SUPPLEMEMNTAL PLANTING PLAN

The preserve area is to be maintained in its current state. After the removal of invasive plant species to encourage the growth in these newly cleared areas, supplemental plantings may need to occur. The ratio of replacement is based on the diameter at breast height (DBH) of the trees lost. The canopy's range between 18 and 30 inches in DBH. For each tree lost at the canopy level four trees of up to 7-gallon containers will be used to replace them. The size of the planting will be based on the species for example a lost 22" DBH live oak will be replaced with 4 plantings of 7-gallon live oaks with an average caliper size of 4" to 5". The reason for the height discrepancy is that canopy trees are not viable to replace at comparable heights and diameters with high success rates. The as needed supplemental plantings will occur from December to March.

Sub-Canopy trees will be replaced at a rate of 3:1 with plantings being 3 gallons in size. This will be based on availability, tree type, and location of the plantings. The sub-canopy's range between 8" and 18" in diameter at breast height (DBH). For each tree lost at the sub-canopy level 3 trees of up to 3-gallon containers will be used to replace them. The size of the planting will be based on the species for example a lost 11" DBH live oak will be replaced with 3 plantings of 3-gallon live oaks with an average caliper size of 3" to 5". Plantings should occur from December to March.

Shrub cover will be replaced at a rate of 2:1 with plantings being up to 3 gallons in size. This will be based on availability, tree type, and location of the plantings. Plantings should occur from December to March.

Herbaceous vegetation will be replaced when a barren area of 10'x 10' void of any herbaceous cover is discovered. Examples of this could be a fallen or uprooted tree or some type of debris blown into the preserve through natural causes. This area will be replanted using plugs or sod if applicable. The spacing for plugs should be 6"x 6" on center or complete coverage of the barren area with sod of the appropriate species. The herbaceous plantings can be done at any time of year. If planting in the hot and dry months it is advisable to use a root gel product, such as Terra- Sorb®, on the plugs/sod in order to give them the best chance of survival.

The planting plans overall conclusion is to maintain the preserve in its current state by replacing the lost diameter at breast height of lost individuals and to take advantage of the removed invasive species while encouraging native species to naturally recruit. The replacement of lost individuals and supplemental planting will be included in the annual report. This report will include the lost individual's species, DBH, and approximate height as well as the replacement individual's species, DBH, and approximate height. In the case of sod or grass plug plantings the number of individuals and coverage will be noted in the report.

Table 1: As needed planting plan overview.

Vegetation Type	DBH Range	Replacement Rate	Size of Replacements
Herbaceous	N/A	Barren Areas 10'x10'	plugs/sod
Shrub	2" to 8"	2 to 1	1-3 gallon
Sub Canopy	8" to 18"	3 to 1	3 gallon
Canopy	18" to 30"	4 to 1	3 to 7 gallon

Upland Buffer Planting Plan

Canopy: up to 7-gallon plantings

Common Name	**Scientific Name**	**Designation**
Live Oak	*Quercus virginiana*	Native
Sable Palm	*Sabal palmetto*	Native
Laurel Oak	*Quercus laurifolia*	Native

Sub-Canopy: up to 3-gallon plantings

Common Name	**Scientific Name**	**Designation**
Sabal Palm	*Sabal palmetto*	Native
Laurel Oak	*Quercus laurifolia*	Native

Herbaceous: plugs, sod, up to 1-gallon plantings.

Common Name	**Scientific Name**	**Designation**
Saw Palmetto	*Serenoa repens*	Native
Wire Grass	*Aristida stricta*	Native
Cocoplum	*Chrysobalanus icaco*	Native
American Beauty Berry	*Callicarpa americana*	Native

*Species selection will be based on availability, existing seed source and seasonal growing conditions.

Wetland Preservation Planting Plan

Canopy: up to 7-gallon plantings

Common Name	**Scientific Name**	**Designation**
Red maple	*Acer rubrum*	Native
Sabal Palm	*Sabal palmetto*	Native
Sweet bay	*Magnolia virginiana*	Native
Laurel Oak	*Quercus laurifolia*	Native

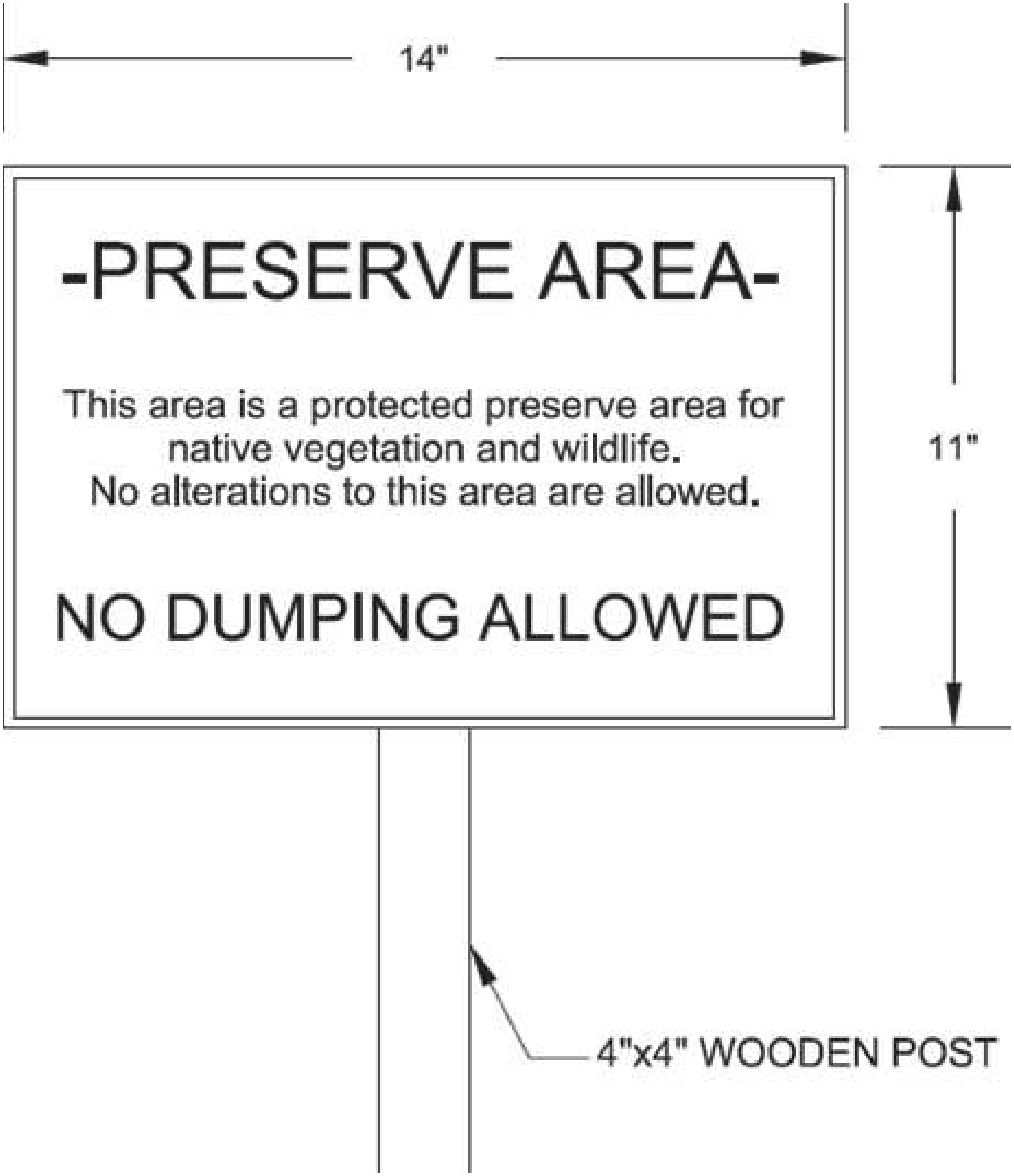
Sub-Canopy: up to 3-gallon plantings

Common Name	**Scientific Name**	**Designation**
Red maple	*Acer rubrum*	Native
Laurel Oak	*Quercus laurifolia*	Native
Dahoon holly	*Ilex cassine*	Native
Wax myrtle	*Morella cerifera*	Native

Herbaceous: plugs, sod, up to 1-gallon plantings.

Common Name	**Scientific Name**	**Designation**
Cinnamon fern	*Osmundastrum cinnamomeum*	Native
Cocoplum	*Chrysobalanus icaco*	Native
Common buttonbush	*Cephalanthus occidentalis*	Native

*Species selection will be based on availability, existing seed source and seasonal growing conditions.


14"
-PRESERVE AREA-
This area is a protected preserve area for native vegetation and wildlife.
No alterations to this area are allowed.
NO DUMPING ALLOWED
11"
4"x4" WOODEN POST

Example of signage to be placed around preserve area

Bio-Tech Consulting
Environmental and Permitting

March 8th, 2024

Morgan Reins
SFWMD
3301 Gun Club Road,
West Palm Beach, FL 33406

Proj: Gordy Creek – Fort Pierce, St. Lucie County, Florida
Section 26, Township 35 South, Range 39 East
(BTC File #1162-03)

Re: Environmental Assessment Report & ERP Application Package

Dear Mrs. Reins:

In February of 2024, Bio-Tech Consulting, (BTC) conducted an environmental assessment of the approximately ±77.95-acre Gordy Creek Site. This site is located in the City of Fort Pierce, directly on the west side of Gordy Road, approximately 0.3 mile south of the intersection of Okeechobee Road and the Florida Turnpike within Section 26, Township 35 South, Range 39 East, St. Lucie County, Florida (**Figures 1 and 2**). This environmental assessment included the following elements:

- **general review of site topography;**
- **review of soil types mapped within the site boundaries;**
- **evaluation of land use types/vegetative communities present;**
- **delineation of any on-site wetland communities;**
- **field review for occurrence of protected flora and fauna; and,**
- **an overview of potential development constraints.**

TOPOGRAPHY

Based upon a review of the USGS Topographic Map present in **Figure 3** (*Fort Pierce NW*, Florida Quadrangle), elevations on the subject property range from highs between +17 to +15 feet above the National Geodetic Vertical Datum of 1929 (NGVD) on the majority of the parcel, to +15 to +10 feet NGVD on the southwestern and western portions of the property, within wetland areas associated with the Ten Mile Creek.

Orlando: Main Office
3025 East South Street
Orlando, FL 32803

Jacksonville Office
11235 St Johns Industrial Pkwy N
Suite 2
Jacksonville, FL 32246

Tampa Office
6011 Benjamin Road
Suite 101-B
Tampa, FL 33634

Vero Beach Office
4445 North A1A
Suite 221
Vero Beach, FL 32963

Key West Office
1107 Key Plaza
Suite 259
Key West, FL 33040

Land & Aquatic Management
3825 Rouse Road
Orlando, FL 32817

407.894.5969
877.894.5969
407.894.5970 fax

SOILS

According to the Soil Survey of St. Lucie County, Florida, prepared by the U.S. Department of Agriculture (USDA) and the Natural Resources Conservation Service (NRCS), four (4) soil types occur within the subject property boundaries (**Figure 4**). These soil types include the following:

- **Fluvaquents, frequently flooded (#14)**
- **Riviera fine sand, 0 to 2 percent slopes (#38)**
- **Susanna and Wauchula sands (#43)**
- **Wabasso sand, 0 to 2 percent slopes (#48)**

The following presents a brief description of each of the soil types mapped for the subject site:

Fluvaquents; frequently flooded (#14) is a very poorly drained, nearly level soil found 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 layers are variable within short distances. Texture ranges from sand to clay and thickness of layers ranges from 2 to 30 inches. The water table 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.

Riviera fine sand (#38) is a nearly level, poorly drained soil found in hammocks and along drainageways. Typically, the surface layer of this soil type is dark grayish brown fine sand about 5 inches thick. The water table for this soil type is at a depth of less than 10 inches for 2 to 4 months in most years, and at a depth of 10 to 30 inches for most of the rest of the year. The permeability of this soil type is rapid in the surface and subsurface layers, slow to very slow in the subsoil, and rapid in the substratum.

Susanna and Wauchula sands (#43) is a very deep, poorly drained, very slowly permeable soil found on broad flats of central and southern Florida. This soil is formed in sandy and loamy marine sediments. A water table is within depths of 10 inches for 1 to 4 months and within a depth of 40 inches for about 6 months in most years. It is perched above the spodic horizon early in the summer rainy season and after heavy rainfall in other seasons. During prolonged dry seasons, the water table recedes to below a depth of 40 inches.

Wabasso sand (#48) is a nearly level, poorly drained soil found in flatwood areas. Typically, the surface layer of this soil type is sand about 8 inches thick. It is black in the upper 4 inches and very dark gray in the lower 4 inches. The water table for this soil type 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. The permeability of this soil type is rapid in the surface and subsurface layers and in the substratum and moderate to moderately slow in the dark sandy subsoil.

The Florida Association of Environmental Soil Scientists (FAESS) considers the main components in the Fluvaquents, frequently flooded (#14), Riviera fine sand, 0 to 2 percent slopes (#38), soil types associated with the site to be hydric. The FAESS also considers inclusions present in the Susanna and Wauchula sands (#43) and Wabasso sand, 0 to 2 percent slopes (#48) soil types associated with the site to be hydric. This information can be found in the Hydric Soils of Florida Handbook, Fourth Edition (March 2007).

LAND USE TYPES/VEGETATIVE COMMUNITIES

The subject site currently supports three (3) land use types/vegetative communities within its boundaries. These areas were identified utilizing the Florida Land Use, Cover and Forms Classification System, Level III (FLUCFCS, FDOT, January 1999) (**Figure 5**). The upland land use types/vegetative communities on the site are classified as Open Land (190) and Woodland Pastures (213). The wetland land use type/vegetative community on the site is classified as Streams and Lake Swamps Bottomland (615). The following provides a brief description of the land use types/vegetative communities identified on the site.

Uplands:

190 Open Land

The southwestern corner of the project site is consistent with the Open Land (190) FLUCFCS classification. Vegetative species observed within this community include Bahia grass (*Paspalum notatum*), Bermuda grass (*Cynodon dactylon*), fountain grass *(Pennisetum setaceum),* cabbage palm (*Sabal palmetto*), beggars tick (*Bidens alba*), cogon grass (*Imperata cylindrica*), guinea grass *(Panicum maximum),* Caesar's weed (*Urena lobata*), lantana (*Lantana* spp.), and sword fern (*Nephrolepis* spp.).

213 Woodland Pastures

The eastern portion of the site is consistent with the Woodland Pastures (213) FLUCFCS classification. The vegetative species observed within this community include live oak (*Quercus virginiana*), laurel oak (*Quercus laurifolia)*, dogfennel (*Eupatorium capillifolium*), John Charles's (*Hyptis verticillata*), cabbage palm (*Sabal palmetto*), prickly pear cactus (*Opuntia humifusa*), Caesar's Weed (*Urena lobata*), Greenbriar (*Smilax spp.)* and Virginia creeper (*Parthenocissus quinquefolia*).

Wetland:

615 Streams and Lake Swamps (Bottomland)

The western portion of the site and a portion of the southeastern corner of the site is consistent with the Streams and Lake Swamps (Bottomland) (615) FLUCFCS classification. Vegetative species observed within this community include bald cypress (*Taxodium distichum*), pond pine (*Pinus serotina*), red maple (*Acer rubrum*), dahoon holly (*Ilex cassine*), saw palmetto (*Serenoa repens*), common buttonbush (*Cephalanthus occidentalis*), water oak (*Quercus nigra*), laurel oak (*Quercus laurifolia*), cinnamon fern (*Osmundastrum cinnamomeum*), swamp fern (*Blechnum serrulatum*), marsh pennywort, (*Hydrocotyle verticillata*), and spade leaf (*Centella asiatica*).

PROTECTED SPECIES

Using methodologies outlined in the Florida's Fragile Wildlife (Wood, 2001); Measuring and Monitoring Biological Diversity Standard Methods for Mammals (Wilson, et al., 1996); and Florida Fish and Wildlife Conservation Commission's (FWC's) Gopher Tortoise Permitting Guidelines (April 2023); an assessment for listed floral and faunal species was conducted at the site on February 8th, 2024 (**Figure 6A**). This assessment included both direct observations and indirect evidence, such as tracks, burrows, tree markings and vocalizations which indicated the presence of species observed. The assessment focused on species that are listed by the FWC's Official Lists - Florida's Endangered and Threatened Species (December 2022) and listed species that have the potential to occur in St. Lucie County (**see attached Table 1**).

Three (3) species identified on the site are listed as commercially exploited by the FDACS. The harvesting of these species, cinnamon fern (*Osmundastrum cinnamomeum*), royal fern (*Osmunda regalis* var. *spectabilis*) and saw palmetto (*Serenoa repens*) for commercial gain is prohibited. The FDACS protection of listed plant species centers on preventing the illegal collection, transport and sale of the listed plants. The FDACS will issue permits for collection purposes. There are no regulations that prohibits the destruction of state-listed flora species as a result of proposed development activities.

The following is a list of those wildlife species identified on the site during the evaluation of the property:

Reptiles and Amphibians
brown anole (*Anolis sagrei*)

Birds
American Crow (*Corvus brachyrhynchos*)
American Robin (*Turdus migratorius*)
Blue Jay (*Cyanocitta cristata*)
Common Grackle (*Quiscalus quiscula*)
Mourning Dove (*Zenaida macroura*)
Northern Mockingbird (*Mimus polyglottos*)
Red-bellied Woodpecker (*Melanerpes carolinus*)
Turkey Vulture (*Cathartes aura*)

Mammals
eastern cottontail (*Sylvilagus floridanus*)
eastern gray squirrel (*Sciurus carolinensis*)
nine-banded armadillo (*Dasypus novemcinctus*)
North American raccoon (*Procyon lotor*)
opossum (*Didelphis virginiana*)

The wildlife surveys conducted within the subject site boundaries do not preclude the potential for any listed species, currently or in the future. The following listed species were not observed on-site, but have the potential to occur:

American Alligator (*Alligator mississippiensis*)
Federally Threatened "Due to Similarity of Appearance" by USFWS

Due to strict conservation measures and extensive research, the American alligator is no longer endangered except in scattered areas of its range. However, the American alligator is listed as threatened on the U.S. Endangered Species List because it is very similar in appearance to the American crocodile *(Crocodylus acutus)*, which is endangered. No further action is anticipated for the presence of the American alligator.

Bald Eagle *(Haliaeetus leucocephalus)*
State protected by F.A.C. 68A-16.002 and federally protected by both the Migratory Bird Treaty Act (*1918*) *and the Bald and Golden Eagle Protection Act* (*1940*)

In August of 2007, the US Fish and Wildlife Service (USFWS) removed the Bald Eagle from the list of federally endangered and threatened species. Additionally, the Bald Eagle was removed from FWC's imperiled species list in April of 2008. Although the Bald Eagle is no longer protected under the Endangered Species Act, it is still protected under the Bald and Golden Eagle Protection Act, the Migratory Bird Treaty Act, and FWC's Bald Eagle rule (Florida Administrative Code 68A-16.002 Bald Eagle (*Haliaeetus leucocephalus*).

In May of 2007, the USFWS issued the National Bald Eagle Management Guidelines. In April of 2008, the FWC adopted a new Bald Eagle Management Plan that was written to closely follow the federal guidelines. In November of 2017, the FWC issued "A Species Action Plan for the Bald Eagle" in response to the sunset of the 2008 Bald Eagle Management Plan. Under the USFWS's management plans, buffer zones are recommended based on the nature and magnitude of the project or activity. The recommended protective buffer zone is 660 feet or less from the nest tree, depending on what activities or structures are already near the nest. As provided within the above referenced Species Action Plan, the USFWS is the regulating body responsible for issuing permits for Bald Eagles. In 2017, the need to obtain a State permit (FWC) for the take of Bald Eagles or their nests in Florida was eliminated following revisions to F.A.C. 68A-16.002. A USFWS Bald Eagle "Non-Purposeful Take Permit" is not needed for any activity occurring outside of the 660-foot buffer zone. No activities are permitted within 330 feet of a nest without a USFWS permit.

In addition to the on-site evaluation for listed species, BTC conducted a review of FWC's database (2015-2016 Nesting Season) and Audubon's Eagle Watch program database (2022 Nesting Season) for recorded Bald Eagle nests within the surrounding 660 feet of the subject site (**Figure 6B**). This review revealed that there are no Bald Eagle nests within 660 feet of the project site boundaries. Thus, no developmental constraints are expected with respect to Bald Eagle nests unless a new nest is found.

Little Blue Heron (*Egretta caerulea*), Reddish Egret (*Egretta rufescens*), Roseate Spoonbill (*Platalea ajaja*) & Tricolored Heron (*Egretta tricolor*)
State Listed as "Threatened" by FWC

For the purposes of this report, four species of 'wading bird' have been consolidated into one (1) group. Each is listed in the state of Florida as a "Threatened" due to historically aggressive hunting practices and habitat loss. Currently, the majority of wading bird habitat tends to be federally protected wetlands under the 'Clean Water Act' and the Florida's 'Wetland Resource Permitting Program.'

None of the species were observed in the wetlands located within the subject property at the time of the survey. These species nest as a colony (rookery) and there are no know nearby colonies. There are no protection requirements for these species unless they are observed nesting on the site. There were no birds observed nesting during the survey conducted. As such, it does not appear that these species would be adversely affected by development of the property.

Wood Stork (*Mycteria americana*) – Core Foraging Area
State & Federally listed as "Threatened" by FWC & USFWS

The subject site is located within a Wood Stork Nesting Colony Core Foraging Area (Figure 6B). Wood Storks typically nest colonially in medium to tall trees that occur in stands located either in swamps or on islands surrounded by relatively broad expanses of open water (Ogden 1991; Rodgers et al. 1996). The Wood Stork (Mycteria americana) is listed as "Threatened" by the USFWS. Wood storks are large, long-legged wading birds, about 45 inches tall, with a wingspan of 60 to 65 inches. Their plumage is white except for black primaries and secondaries and a short black tail. The head and neck are largely un-feathered and dark gray in color. The bill is black, thick at the base, and slightly decurved. Wood Storks are birds of freshwater and estuarine wetlands, primarily nesting in cypress or mangrove swamps.

Successful breeding sites are those that have limited human disturbance and low exposure to land-based predators. Because of their specialized feeding behavior, Wood Storks forage most effectively in shallow-water areas with highly concentrated prey. Typical foraging sites for the Wood Stork include freshwater marshes, depressions in cypress heads, swamp sloughs, managed impoundments, stock ponds, shallow-seasonally flooded roadside or agricultural ditches and narrow tidal creeks or shallow tidal pools. Good foraging conditions are characterized by water that is relatively calm, open, and having water depths between 5 and 15 inches (5 and 38 cm). The U.S. Fish and Wildlife Service (Service) has identified core foraging area (CFA) around all known Wood Stork nesting colonies that is important for reproductive success. In Central Florida, CFAs include suitable foraging habitat (SFH) within a 15-mile radius of the nest colony; CFAs in North Florida include SFH within a 13-mile radius of a colony. The Service believes loss of suitable foraging wetlands within these CFAs may reduce foraging opportunities for the Wood Stork.

Based on our review of available databases, the site is located within the CFA, but there is no record of a Wood Stork rookery on the site or within close proximity. The USFWS and the U.S. Army Corps of Engineers require that any impacts to on-site ditches and/or wetlands, which would eliminate a portion of the Wood Stork foraging habitat, be either mitigated through the purchase of mitigation credits or recreated elsewhere on-site so that there would be no net loss of Wood Stork foraging habitat.

SITE PLAN ANALYSIS & APPLICATION INFORMATION

Project Purpose

The purpose of the proposed project is to construct a residential community which includes single family homes, roads, stormwater management features, and amenity/recreation features. This site is within close proximity of major highways, Okeechobee Road and the Florida Turnpike. The site is directly and conveniently accessible via an established roadway, Gordy Road.

Wetlands and Surface Waters

The extent of all wetlands on the site were delineated by BTC in accordance with local, state and federal guidelines utilizing pink, "Bio-Tech Consulting" flagging tape. There are 18.045-acres of wetlands within the limits of the site. The on-site wetlands are located within the St. Lucie basin.

Direct Impacts

No direct wetland impacts are proposed.

Secondary Impacts

To preclude secondary impacts to habitat functions to the remaining wetlands on-site, the applicant will provide a 25 foot average, 15 foot minimum upland buffer adjacent to the remaining preserved wetlands.

Elimination & Reduction

No impacts are proposed to the wetlands or surface waters. Remaining wetlands and associated upland buffer will be preserved. Note these wetland areas are not proposed to be placed under conservation easement.

Erosion & Sediment Control

The applicant will implement and maintain erosion and sediment control measures both prior to and during the construction of each phase of development of the overall project. This practice will ensure that no adverse water quality impacts to receiving waters and adjacent lands will occur during the proposed work. Control measures will retain sediment on-site and prevent potential violations of State standards. Practices incorporated will be in accordance with Chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management.

Cultural Resources

Coordination with the Florida Department of Historical Resources (DHR) has been initiated with a letter request. No response has been received to date on whether or not a formal cultural resource assessment survey (CRAS) is warranted for the property. Any correspondence received after the application has been submitted will be forwarded to the District for review.

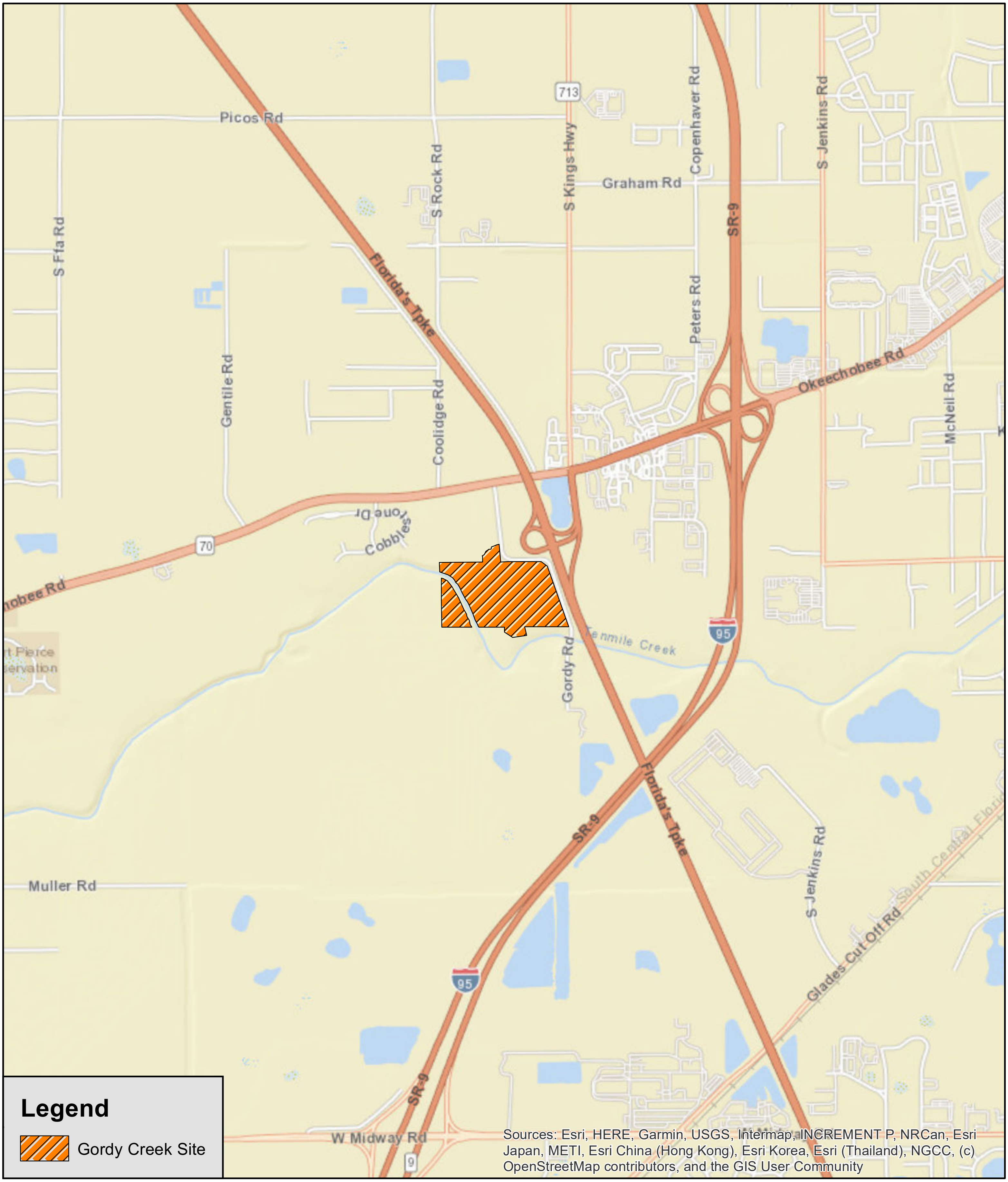
Should you have any questions or require any additional information, please do not hesitate to contact our office at (407) 894-5969. Thank you.

Regards,

Sophie Wild

Sophie Wild
Environmental Scientist III

Attachments:
Figure 1 – Location Map
Figure 2 – Aerial Map
Figure 3 – USGS Topographic Map
Figure 4 – SSURGO Soils Map
Figure 5 – FLUCFCS Map
Figure 6 – Wildlife Proximity
Figure 7 – Wetlands Map


Picos Rd
713
Graham Rd
S Kings Hwy
S Rock Rd
Copenhaver Rd
S Jenkins Rd
SR-9
S Ffa Rd
Florida's Tpke
Peters Rd
Gentile Rd
Coolidge Rd
Okeechobee Rd
McNeil Rd
70
Cobblestone Dr
Okeechobee Rd
Fort Pierce Reservation
Tenmile Creek
95
Gordy Rd
Florida's Tpke
SR-9
S Jenkins Rd
Muller Rd
Glades Cut Off Rd
South Central Florida
95
SR-9
W Midway Rd
9

Legend

▨ Gordy Creek Site

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

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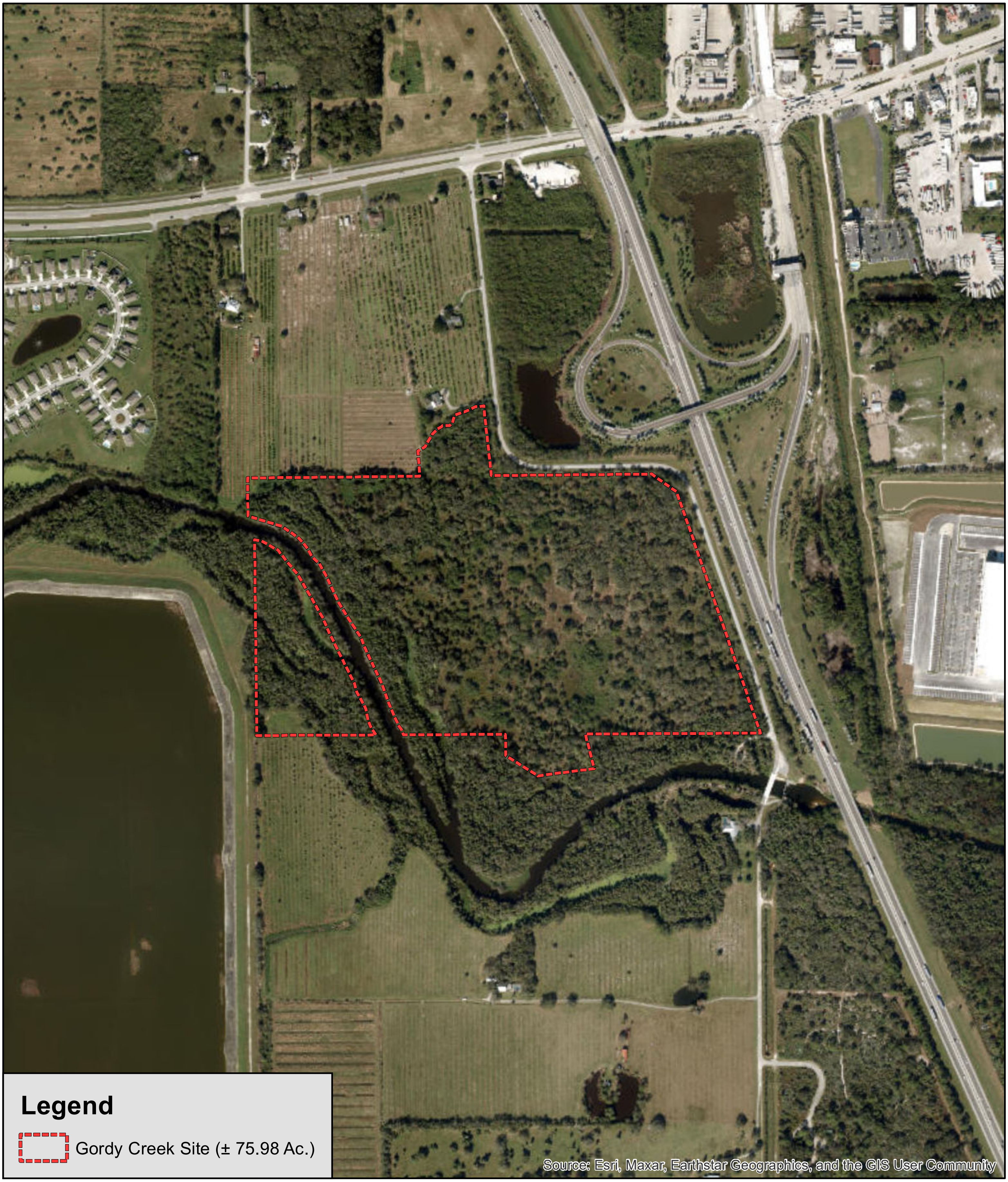
Gordy Creek Site
St. Lucie County, Florida
Figure 1
Location Map

0.5 Miles

Project #: 1162-03
Produced By: JDH
Date: 2/8/2024


Legend
Gordy Creek Site (± 75.98 Ac.)
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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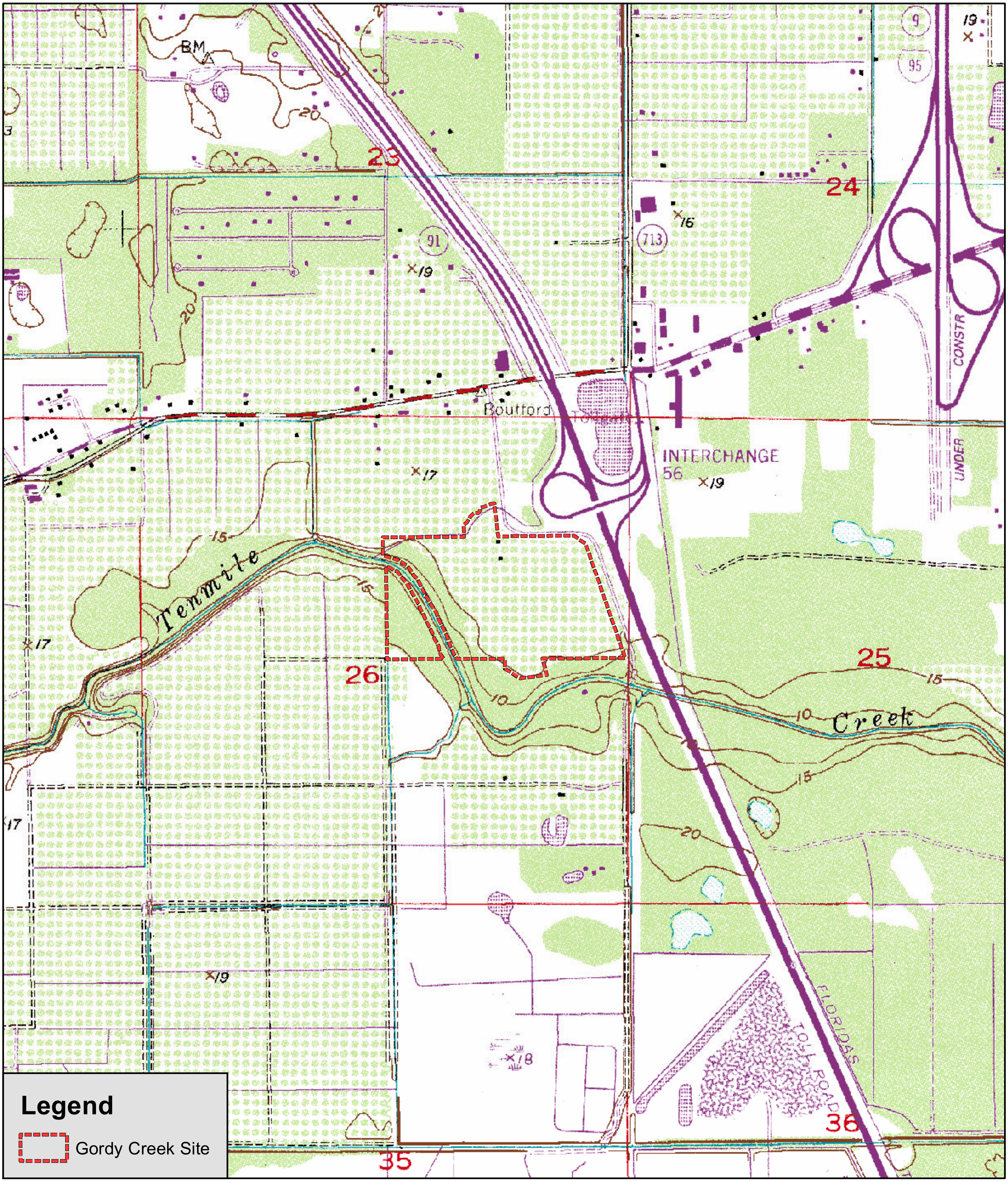
Gordy Creek Site
St. Lucie County, Florida
Figure 2
2023 Aerial Map

N
W
E
S
750
Feet

Project #: 1162-03
Produced By: JDH
Date: 2/8/2024


BM
20
23
24
9
95
19
91
713
16
19
Boutford
INTERCHANGE
56
19
17
CONSTR
UNDER
15
Tenmile
15
17
26
25
15
10
Creek
10
15
20
17
19
18
FLORIDAS
TOLL ROAD
36
35
Legend
Gordy Creek Site

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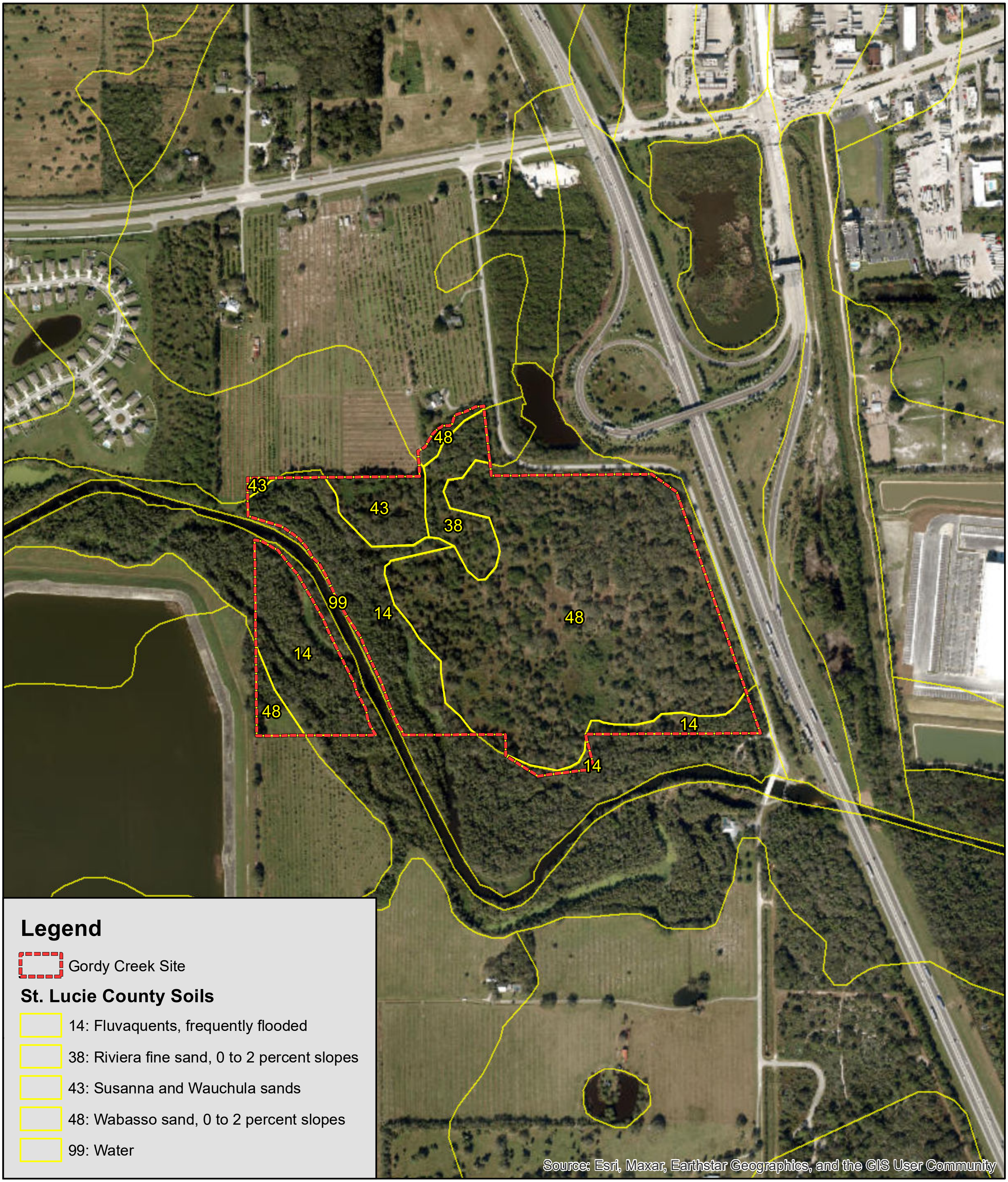
Gordy Creek Site
St. Lucie County, Florida
Figure 3
USGS Topographic Map

N
W E
S

1,500
Feet

Project #: 1162-03
Produced By: JDH
Date: 2/8/2024


48
43
43
38
99
14
48
14
48
14
14
Legend
Gordy Creek Site
St. Lucie County Soils
14: Fluvaquents, frequently flooded
38: Riviera fine sand, 0 to 2 percent slopes
43: Susanna and Wauchula sands
48: Wabasso sand, 0 to 2 percent slopes
99: Water

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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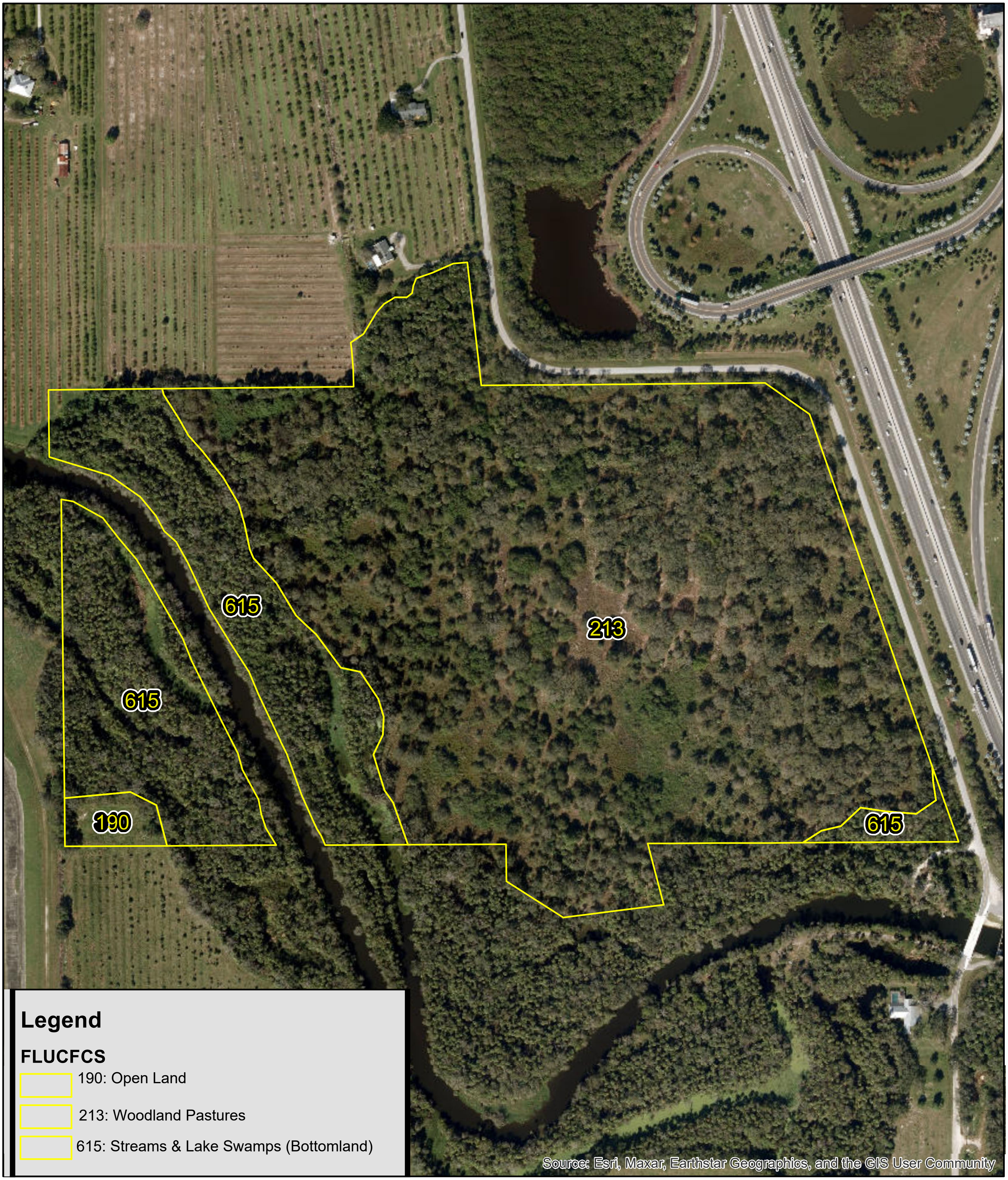
Gordy Creek Site
St. Lucie County, Florida
Figure 4
SSURGO Soils Map

N
W
E
S
750
Feet

Project #: 1162-03
Produced By: JDH
Date: 2/8/2024


615
213
615
190
615
Legend
FLUCFCS
190: Open Land
213: Woodland Pastures
615: Streams & Lake Swamps (Bottomland)

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

Gordy Creek Site
St. Lucie County, Florida
Figure 5
FLUCFCS

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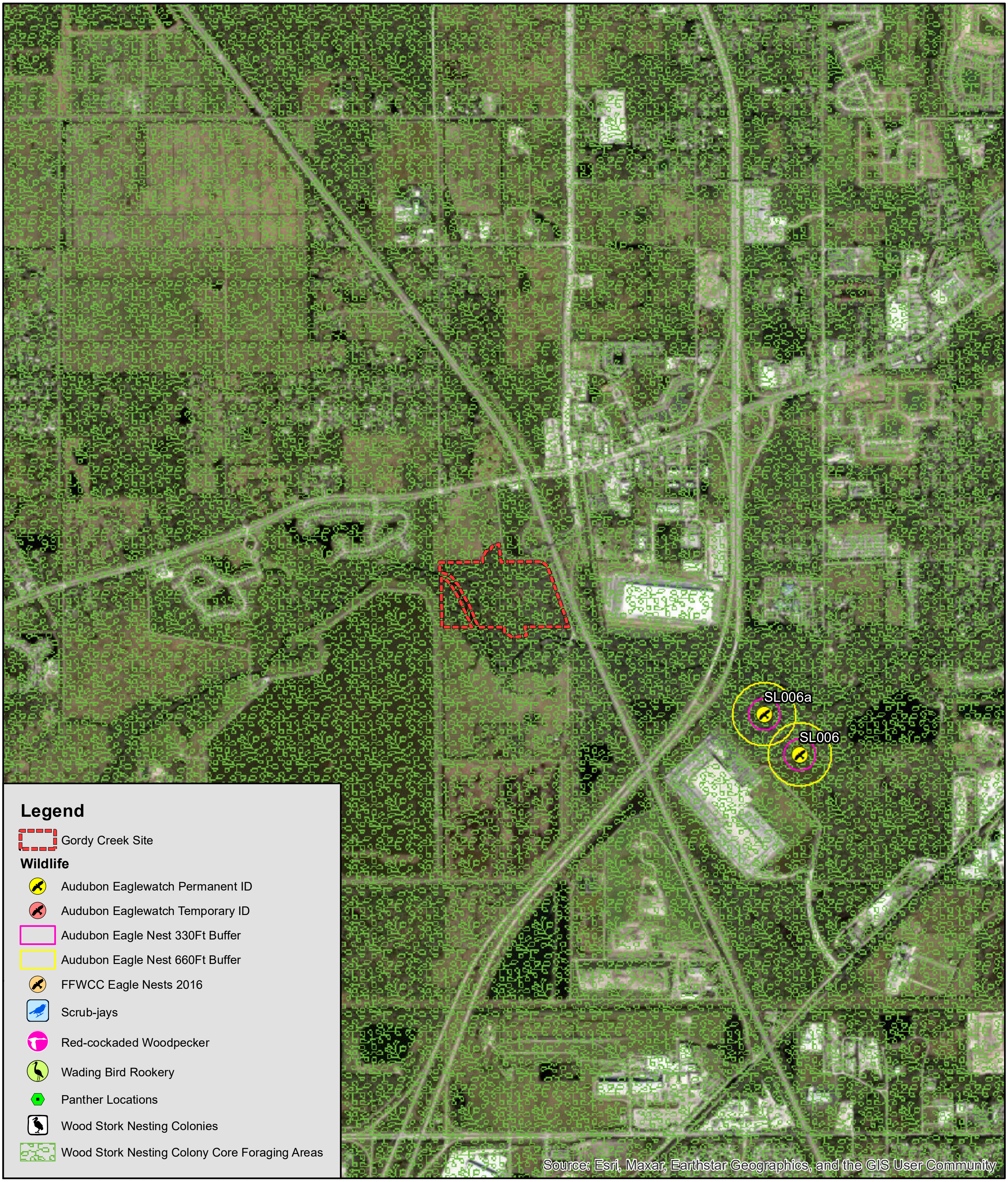
N
W E
S

420
Feet

Project #: 1162-03
Produced By: JDH
Date: 3/14/2024


SL006a
SL006
Legend
Gordy Creek Site
Wildlife
Audubon Eaglewatch Permanent ID
Audubon Eaglewatch Temporary ID
Audubon Eagle Nest 330Ft Buffer
Audubon Eagle Nest 660Ft Buffer
FFWCC Eagle Nests 2016
Scrub-jays
Red-cockaded Woodpecker
Wading Bird Rookery
Panther Locations
Wood Stork Nesting Colonies
Wood Stork Nesting Colony Core Foraging Areas

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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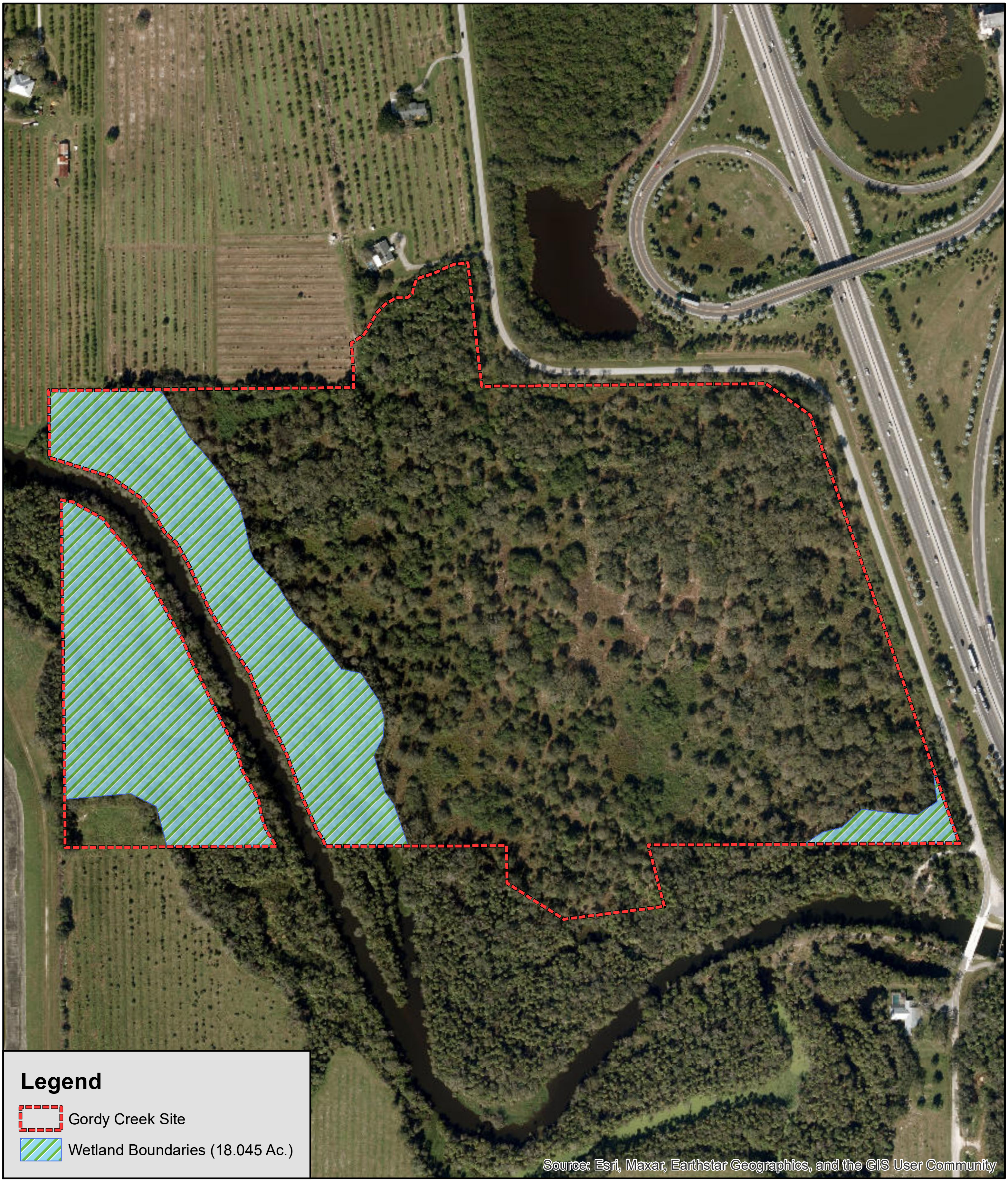
Gordy Creek Site
St. Lucie County, Florida
Figure 6
Wildlife Proximity Map

N
W E
S

0.5
Miles

Project #: 1162-03
Produced By: JDH
Date: 2/8/2024


Legend
Gordy Creek Site
Wetland Boundaries (18.045 Ac.)

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

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Gordy Creek Site
St. Lucie County, Florida
Figure 7
Wetland Boundaries

N
W E
S

420
Feet

Project #: 1162-03
Produced By: JDH
Date: 3/6/2024

Section C: Supplemental Information for Works or Other Activities In, On, or Over Wetlands and/or Other Surface Waters

Instructions: **This section is for applications that do not involve activities associated with an individual single-family residence, duplex, triplex, or quadruplex. For those activities, please use Section B.** This form is to be completed if the proposed work or activity will occur in, on, over, or within 25 feet of a wetland or other surface water. The supplemental information required by this section is in addition to the information required by Section A of the application.

Part 1: Wetland or Other Surface Water Impact Summary

1. Describe the basic purpose of the project or activity: **construction of residential development and associated stormwater management system.**
2.
    3. Total area of work (dredging, filling, construction, alteration, or removal) in, on, or over wetlands or other surface waters: **0** sq. ft.;

    4. Total volume of material to be dredged or filled in wetlands or other surface waters:
        a. to be dredged: **0** cubic yards,
        b. to be filled: **0** cubic yards.

    5. Identify the seasonal high water level (SHWL) and wetland normal pool elevations for each wetland or surface water within the project site. For tidal wetlands and/or surface waters provide the elevation of mean high and mean low water. Include an aerial photograph showing the location of each sampling location, dates, datum, and methods used to determine these elevations. **TBD**

    6. Name of waterbody(ies) (if applicable & if known) in which work will occur? **Unnamed wetlands.**

    7. Is the activity proposed in an Outstanding Florida Water or Aquatic Preserve?
    ☐ yes, name: ☒ no ☐ I don't know

    8. Has there ever been a formal or informal wetland determination for the project site? If yes, provide the identifying number and/or a copy of the jurisdictional map. **Application No. 220304-33444, Permit No. 56-107122-P**

    9. Provide a map(s) of the project area and vicinity delineating USDA/NRCS soil types. **See attached.**

    10. Provide recent aerials legible for photointerpretation (no photocopies) with a scale of 1" = 400 ft, or more detailed, with project boundaries and wetland boundaries delineated on the aerial. **See attached figures.**

    11. Provide maps accurately portraying the existing and proposed natural vegetative community types and land cover classifications using recognized classification schemes. Suggested sources include: the Florida Natural Areas Inventory Guide to the Natural Communities of Florida (2010) available at

http://www.fnai.org/naturalcommguide.cfm, or the Florida Land Use and Cover Classification System (FLUCCS) (FDOT 1999, available at http://www.dot.state.fl.us/surveyingandmapping/documentsandpubs/fluccmanual1999.pdf). For vegetated areas dominated by exotic vegetation, use the descriptors representative of the native community type that was present prior to exotic infestation.

12. Impact Summary Tables (located at the end of this section):
    a. For all projects, complete Table 1, 2 and 3 as applicable. **Attached**
    b. For shoreline stabilization projects, provide the information requested in Table 4. **N/A**

13. If the activity is located on state owned submerged lands and requires a lease or easement, provide a list of names and addresses from the latest county tax assessment roll of all property owners located within a 500 ft. radius of the proposed lease or easement boundary in mailing label format, or you may elect to send notice to those persons by certified mail, with the return-receipt card addressed to the DEP or water management district, as applicable, in accordance with subsection 18-21.005(3), F.A.C., and Section 253.115, F.S. Attach additional sheets if necessary.
    1. Name:
       Mailing Address:
       City, State, Zip Code:

    2. Name:
       Mailing Address:
       City, State, Zip Code:

    3. Name:
       Mailing Address:
       City, State, Zip Code:

    4. Name:
       Mailing Address:
       City, State, Zip Code:

    5. Name:
       Mailing Address:
       City, State, Zip Code:

    6. Name:
       Mailing Address:
       City, State, Zip Code:

Part 2: Environmental Considerations

Note: for many questions, a state statute/Applicant's Handbook Volume I (AH I)/State 404 Program Applicant's Handbook section is cited to assist the applicant in addressing these questions.

1. Elimination or Reduction of Impacts (Avoidance and Minimization). Describe measures taken to eliminate or reduce impacts to wetlands and other surface waters (*Refer to AH I Section 10.2.1*). **see attached report.**

2. Fish, Wildlife, Listed Species, and their Habitats. Provide results of any wildlife assessments that have been conducted on the project site and provide any comments, biological opinions, formal or informal consultation decisions, or recommended actions you have received pertaining to the project from the

Florida Fish and Wildlife Conservation Commission, the U.S. Fish and Wildlife Service, and the National Marine Fisheries Service. (*Refer to AH I Section 10.2.2*). **see attached report.**

3. Water quantity impacts to wetlands and other surface waters (*Refer to AH I Section 10.2.2.4 and AH II*).

   a. Does the activity include a proposed surface water management system with a control elevation different than the wetland normal pool elevation(s) of existing or proposed created wetlands or other surface waters? **No.**

   b. If yes to (a), provide documentation (e.g. drawdown assessment or other methods) that shows the proposed surface water management system will not change the hydroperiod of the existing or created wetland or other surface water. **N/A**

4. Public Interest Test. Please describe how the proposed activity will ***not be contrary*** to the public interest, OR if such an activity significantly degrades or is located within an Outstanding Florida Water (OFW), that the regulated activity will be ***clearly in*** the public interest (*Refer to AH I Section 10.2.3*).

   a. Please describe how the project will be designed to avoid adverse effects to public health, safety, or the welfare or the property of others. **The proposed residential development is consistent with existing subdivisions in the area. The design/construction will maintain community environments & stormwater management system will not cause flooding or water quality issues to adjacent property owners. Home lots, roads and amenities will be constructed in compliance with appropriate local code & ordinances.**

   b. Please describe how the project will be designed to avoid adverse effects to the conservation of fish and wildlife, including endangered or threatened species, or their habitats. **Please see the attached report. No listed species were observed on-site.**

   c. Please describe how the project will be designed to avoid adverse effects to navigation or the flow of water or cause harmful erosion or shoaling. **The proposed development, a residential subdivision with associated infrastructure, would not cause adverse effects to navigation, or cause erosion or shoaling. The proposed work would not impact navigational waters.**

   d. Please describe how the project will be designed to avoid adverse effects to the fishing or recreational values or marine productivity in the vicinity of the activity. **The proposed development does not include any in-water work.**

   e. Will the project be of a temporary or permanent nature? **Proposed activity is permanent.**

   f. Please describe how the project will be designed to avoid adverse impacts to significant historical and archaeological resources, under the provisions of section 267.061, F.S. **The site does not contain any significant or historical resources. The permit will contain the general condition that the permittee must stop work and alert DHR and the proper authorities immediately if any unexpected discoveries of historic resources occur.**

   g. Please describe how the project will be designed to avoid adverse effects to the current condition and relative value of functions being performed by areas affected by the proposed regulated activity. **The surface water flows and connections will be maintained to prevent adverse impacts to water levels and flows.**

5. Water Quality.
   Provide a description of how water quality will be maintained in wetlands and other surface waters that will be preserved or will remain undisturbed, both on and offsite. Please address both short-term (such as during construction) and long-term water quality considerations (*Refer to AH I Section 10.2.4*). **The project surface water management system is designed to maintain water quality in wetlands and other surface waters onsite and offsite.**

6. Class II Waters; Waters approved for shellfish harvesting *(Refer to AH I Section 10.2.5)*.

   a. Will the project occur in Class II that are NOT approved for shellfish harvesting? If yes, please provide a plan or procedure detailing the measures to be taken to meet the requirements of *AH I Section 10.2.5(a)*. **N/A**

   b. Is the project located adjacent to or in close proximity to Class II waters? If yes, please provide a plan or procedure detailing the measures to be taken to meet the requirements of *AH I Section 10.2.5(b)*. **N/A**

   c. Is the project located in Class II or Class III waters that are classified as "approved", "restricted", "conditionally approved", or "conditionally restricted"? If yes, demonstrate that the project meets the requirements of *AH I Section 10.2.5(c)*. **N/A**

7. Vertical seawalls. Are vertical seawalls proposed in an estuary or lagoon as part of the project? If yes, please describe how the project meets the requirements of *AH I Section 10.2.6*. **N/A**

8. Secondary Impacts (*AH I Section 10.2.7*).

   a. Will an upland buffer, with a minimum width of 15' and an average width of 25', be provided between the proposed activities and existing wetlands or wetlands to be preserved, enhanced, restored, or created? Provide the location and dimension of all buffers on the plans. If not, demonstrate that secondary impacts will not occur or describe how they will be offset. **See attached report.**

   b. If listed species are present or may be present, then coordination with wildlife agencies is needed. Have you coordinated with the FFWCC and/or USFWS? If so, please provide correspondence from the wildlife agencies indicating concurrence with the species management plan(s). **BTC adheres to all recommendations provided by FFWCC and/or USFWS, and regularly coordinates with both agencies to address concerns regarding listed species. To date, no comments or recommendations have been provided from either agency.**

   c. What measures will be taken to avoid impacts to wetland-dependent wildlife and/or listed species that use uplands for nesting or denning? **BTC adheres to all recommendations provided by FFWCC and/or USFWS.**

   d. Describe whether there are any other relevant activities that are very closely linked and causally related to any proposed dredging or filling in wetlands or other surface waters that have the potential to cause impacts to significant historical and archaeological resources. **N/A**

   e. Are there additional future phases or extensions of the proposed activities that are not shown? If yes, please describe. **No**

9. Cumulative Impacts. Is the proposed mitigation located within the same drainage basin (*Refer to AH I Figures 10.2.8.1 – 10.2.8.5)* as the proposed wetland impacts? **N/A** If not, please submit a Cumulative Impact Evaluation in accordance with *AH I Section 10.2.8*.

10. Mitigation Plan (*Refer to AH I Section 10.3*).

    a. If a mitigation bank is proposed to offset wetland/other surface water impacts, provide:

        i. the name of the bank: **N/A**. A letter of reservation from the banker will be required once the application has been evaluated.
        ii. If the mitigation bank was assessed using UMAM, provide UMAM worksheets for impact area(s). If the bank was assessed using a method other than UMAM, then prepare the impact assessment using the same method. **N/A**

    b. If mitigation is proposed to offset wetland/other surface water impacts, please provide a mitigation plan that includes, at a minimum, the following:

        i. ☐ Proposed mitigation narrative:
            (1) ☐ Describe the current and proposed condition for each type of mitigation component (restoration, enhancement, creation, preservation), including:
                (a) ☐ Describe current and proposed vegetation
                (b) ☐ Describe current and proposed hydrologic conditions for the proposed mitigation.
                (c) ☐ Describe the soil types from NRCS maps and confirm if actual soil conditions appear to match.
            (2) ☐ Provide details of the proposed construction/mitigation activities including phasing and timing, as appropriate.
            (3) ☐ Identify measures that will be implemented during and after construction to avoid adverse impacts related to the proposed activities.
            (4) ☐ A mitigation implementation and monitoring schedule with dates.
            (5) ☐ Identify the success criteria.
            (6) ☐ Describe the anticipated site conditions in and around the mitigation area after the mitigation plan is successfully implemented.
            (7) ☐ Provide a comparison of current fish and wildlife habitat to expected habitat after the mitigation plan is successfully implemented.
        ii. ☐ Provide a Management Plan that includes, as appropriate, aspects of operation and maintenance, including water management practices, vegetation establishment, exotic and nuisance species control, fire management, and control of access.
        iii. ☐ Maps:
            (1) ☐ Soil map (include soil names/codes, hydrologic soil groups and hydric soil types).
            (2) ☐ Topographic map of the mitigation area and adjacent contributing and receiving areas.
            (3) ☐ Hydrologic features map of the mitigation area and adjacent contributing and receiving areas.
            (4) ☐ Vegetative communities map (using FLUCCS or other appropriate classification system).
            (5) ☐ For all maps, identify source.

iv. Provide the necessary supporting information for the application of sections 62-345.400 - .600 (Uniform Mitigation Assessment Method (UMAM)). To meet this requirement, submittal of UMAM worksheets is acceptable for impact and mitigation areas.

v. If onsite and/or offsite applicant-responsible mitigation is proposed, submit a draft Conservation Easement document or other form of restrictive covenant that provides for protection of the mitigation area in perpetuity. Standard forms, as described in subsection 62-330.301(6), F.A.C., are available from the Agency or on its website.

vi. If onsite and/or offsite applicant-responsible mitigation is proposed, submit a cost estimate for completing the mitigation, including monitoring and maintenance.

vii. If onsite and/or offsite applicant-responsible mitigation is proposed and the proposed mitigation exceeds $25,000, please provide a draft financial assurance document. Standard forms, as described in subsection 62-330.301(5), F.A.C., are available from the agency or on its website.

viii. Identify the entity responsible for monitoring, maintenance, and long-term stewardship of the mitigation area (i.e. the landowner or homeowner association, not the consultant or contractor that will do the work).

Note: If your project is in retained waters, it is highly recommended that you coordinate the design of any mitigation plan that also may be required for the Corps permit to meet the requirements of both permits. Pre-application meetings with both the applicable Agency and the Corps can help you to choose a mitigation option that is acceptable to both the applicable Agency and the Corps.

Part 3: Plans

Plans: The information listed in the checklist below represents the typical information required on the submitted project plans. The Plans checklists in each application section are cumulative unless otherwise noted. Separate plans for each application section are not required.

1. ☒ Include the following on the construction plans and cross sections:
   a. ☐ An Existing Conditions sheet showing the entire project and wetland/other surface water boundaries. Include the following: Acreage and type (herbaceous, forested or other surface water) of each wetland/other surface water.
   b. ☐ A Proposed Conditions sheet showing the entire project and wetland/other surface water boundaries with construction plan overlay.
   c. ☐ A Proposed Wetland Impact sheet that includes the following:
      i. ☐ Acreage and type (herbaceous, forested, or other surface water) of each wetland/other surface water to be impacted.
      ii. ☐ Proposed upland buffers with dimensions.
      iii. ☐ Identify the seasonal high water and wetland normal pool elevations on the plans.
   d. ☐ Include wetland boundaries on all construction plan sheets.

2. ☐ If onsite and/or offsite applicant-responsible mitigation is proposed, submit mitigation plans and cross sections including, at a minimum:

a. ☐ existing conditions plan sheet identifying upland and wetland communities and acreage of each, topography, drainage patterns, and location of cross-section detail.
b. ☐ proposed conditions plan sheet identifying proposed improvements by type (restoration, enhancement, creation, preservation), acreage of each, topography, drainage patterns, and location of cross-section detail.
c. ☐ monitoring plan sheet including proposed improvements, monitoring transects, photostations, and mitigation signage (if applicable).
d. ☐ cross-section and/or profile detail(s) sheet(s) including representative section of each type of mitigation component. Include existing and proposed conditions and representative elevations.
e. ☐ planting schedule, plant species including common and scientific names divided into three sections (canopy, shrub, herbaceous) by mitigation component, quantity, spacing, size, and elevation range.

Table 1 - Project Wetland (Wl) And Other Surface Water (SW) And Impact Summary

WL & SW ID	UMAM ASSESSMENT AREA NAME(S)	WL & SW TYPE	WL & SW SIZE (acres)	WL & SW NOT IMPACTED (acres)	TEMPORARY WL &SW IMPACT SIZE (acres)	TEMPORARY WL & SW IMPACT TYPE	PERMANENT WL &SW IMPACT SIZE (acres)	PERMANENT WL & SW IMPACT TYPE	MITIGATION ID
WL-1		615	18.045	18.045	0	N/A	0	0	N/A
PROJECT TOTALS:									

Comments:

Codes (multiple entries per cell not allowed):
- Wetland & Surface Water ID: Include ID on submitted wetland and surface water impact maps
- Wetland Type: from an established wetland classification system
- Impact Type: D=dredge; F=fill;   H=change hydrology;   S=shading;   C=clearing;   O=other

Table 2 - Project On-Site Mitigation Summary

MITIGATION ID	UMAM ASSESSMENT AREA NAME(S)	TARGET TYPE	CREATION AREA (acres)	RESTORATION AREA (acres)	ENHANCEMENT AREA (acres)	WETLANDS PRESERVE AREA (acres)	UPLAND PRESERVE AREA (acres)	OTHER AREA (acres)
PROJECT TOTALS:								

COMMENTS:

Codes (multiple entries per cell not allowed):

- Target Type or Type=target or existing habitat type from an established wetland classification system or land use classification for non-wetland mitigation

Table 3 - Project Off-Site Mitigation Summary

MITIGATION ID	UMAM ASSESSMENT AREA NAME(S)	TARGET TYPE	CREATION AREA (acres)	RESTORATION AREA (acres)	ENHANCEMENT AREA (acres)	WETLANDS PRESERVE AREA (acres)	UPLAND PRESERVE AREA (acres)	OTHER AREA (acres)
PROJECT TOTALS:								

COMMENTS:

Codes (multiple entries per cell not allowed):

- Target Type or Type=target or existing habitat type from an established wetland classification system or land use classification for non-wetland mitigation

Table 4 - Shoreline Stabilization

Stabilization	Linear Ft. New	Linear Ft. Replaced	Linear Ft. Repaired	Linear Ft. Removed	Slope H: V:	Toe Width (Ft.)
Natural Vegetation (living shoreline)					**N/A**	**N/A**
Rip Rap + Vegetation						
Rip Rap						
Seawall + Rip Rap						
Vertical Seawall					▨	▨
Other Shoreline Stabilization Type						

Size of Rip Rap

Type of Rip Rap

CONSTRUCTION PLANS
FOR

GORDY CREEK PLANNED DEVELOPMENT SUBDIVISION

GORDY ROAD
FORT PIERCE, FL 34945

CITY OF FORT PIERCE, FLORIDA
JULY 2025

SHEET INDEX:

G-1	TITLE SHEET
G-2	GENERAL NOTES
C-1	EXISTING CONDITIONS
C-2	OVERALL CONCEPTUAL GRADING AND DRAINAGE PLAN
C-3A	PHASE 1 GRADING AND DRAINAGE PLAN (CONCEPTUAL)
C-3B	PHASE 1 GRADING AND DRAINAGE PLAN (CONCEPTUAL)
C-3C	PHASE 1 GRADING AND DRAINAGE PLAN (CONCEPTUAL)
C-3D	PHASE 1 GRADING AND DRAINAGE PLAN (CONCEPTUAL)
C-4A	PHASE 2 GRADING AND DRAINAGE PLAN (CONCEPTUAL)
C-4B	PHASE 2 GRADING AND DRAINAGE PLAN (CONCEPTUAL)
C-4C	PHASE 2 GRADING AND DRAINAGE PLAN (CONCEPTUAL)
C-5A	PAVING, GRADING AND DRAINAGE DETAILS
C-5B	PAVING, GRADING AND DRAINAGE DETAILS
C-6	CONCEPTUAL UTILITY PLAN
C-7	UTILITY DETAILS
C-8	STORMWATER POLLUTION PREVENTION PLAN

LEGAL DESCRIPTION:

Parcel ID's: **2326-130-0000-000-7**
2326-130-0000-010-3

LANDS SITUATE IN SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, AS FOLLOWS:

PARCEL 1

BEGINNING ON THE QUARTER SECTION LINE 64 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN THENCE NORTH 11 DEGREES 35 MINUTES WEST 418 FEET TO CENTER OF GULLY; THENCE FOLLOWING CENTER OF GULLY TO QUARTER SECTION LINE AT A POINT 334.6 FEET WEST OF POINT OF BEGINNING, THENCE EAST 334.6 FEET TO POINT OF BEGINNING.

AND

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN THENCE SOUTH 110.5 FEET; THENCE TURNING EASTERLY AT AN ANGLE OF 122 DEGREES 57 MINUTES TO THE FOREGOING LINE AND RUN 199.8 FEET; THENCE TURN NORTHERLY AT AN ANGLE OF 140 DEGREES 13 MINUTES AND RUN 300 FEET; THENCE RUN NORTHERLY AT AN ANGLE OF 82 DEGREES 42 MINUTES AND RUN 186 FEET TO THE QUARTER SECTION LINE; THENCE ALONG THE QUARTER SECTION LINE 422.8 FEET TO THE POINT OF BEGINNING.

AND

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST.

AND

PARCEL 2

BEGIN 64 WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN NORTH 5 DEGREES 45 MINUTES 11 SECONDS WEST 378.88 FEET ALONG THE WEST LINE OF GORDY ROAD TO CENTER OF GULLY; THENCE FOLLOW THE CENTER OF THE GULLY TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE EAST 365.78 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL RIGHTS OF WAY FOR PUBLIC ROADS AND CANALS.

PARCELS CONTAINING A TOTAL OF 3,309,736.76 SQUARE FEET (75.981 ACRES) MORE OR LESS.

OWNER

ZENTEX VENTURES LTD
44 COCONUT ROW, UNIT B-22
PALM BEACH, FL 33480

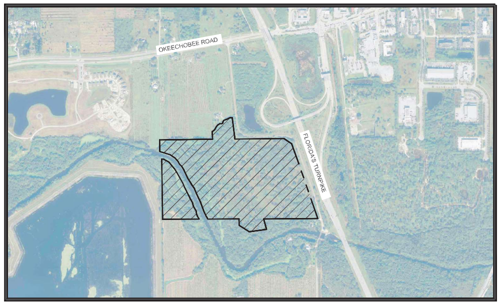
APPLICANT

GORDY CREEK, LLC
1548 SE 6TH STREET
DEERFIELD BEACH, FL 33441

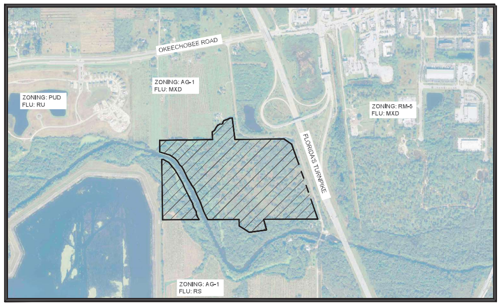
ENGINEER/AGENT

Mills, Short & Associates

700 22ND PLACE, STE. 2C/2D
VERO BEACH, FLORIDA 32960
PHONE: 772.226.7282



LOCATION MAP
SCALE: N.T.S



VICINITY MAP
SCALE: N.T.S

Mills, Short & Associates
PHONE: 772.226.7282
C.A. #: 30688
WEBSITE:
www.MillsShortAssociates.com
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

ISSUE	DATE	COMMENTS
1	9/27/2024	SFWMD RESUB #1
2	1/30/2025	SFWMD RESUB #2
3	3/07/2025	NSLRWCD RESUB #1
4	6/26/2025	COFP RESUBMITTAL

GORDY CREEK RESIDENTIAL
CITY OF FORT PIERCE
FLORIDA 34945

THIS SHEET
TITLE SHEET

DRAWN BY
KKR

CHECKED BY
JWM

APPROVED BY
JWM

SCALE:
SEE SHEET

PROJ. NO. 24-170
DATE 2025.07.15
SHEET NO.

G-1

GENERAL NOTES:

1. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH ALL RELATIVE CITY OF FORT PIERCE ENGINEERING STANDARDS FOR LAND DEVELOPMENT AND FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND FDEP REGULATIONS, EXCEPT AS MODIFIED HEREIN.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, NOC'S AND INSURANCE REQUIRED FOR THE WORK.
3. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING A PRE–CONSTRUCTION INSPECTION OF THE SITE PRIOR TO THE BEGINNING OF THE WORK. CONTRACTOR SHALL INFORM THE OWNER, COMPANY REPRESENTATIVE, CEC, UTILITY AUTHORITY AND INTERESTED AGENCIES AT LEAST 48 HOURS PRIOR TO THE SCHEDULED INSPECTION.
4. THE LOCATION OF UTILITIES SHOWN ON THE DRAWINGS ARE FROM THE SURVEY PROVIDED BY GSS SURVEYING AND MAPPING, LLC ON AUGUST 18, 2023. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONFIRM, IN THE FIELD, THE LOCATION AND ELEVATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. SHOULD CONDITIONS VARY FROM THOSE SHOWN ON THE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER PRIOR TO CONTINUING CONSTRUCTION.
5. CONTRACTOR SHALL LOCATE, VERIFY AND IDENTIFY ALL EXISTING UNDERGROUND UTILITIES SHOWN, OR NOT SHOWN, ON THE PLANS PRIOR TO ANY EXCAVATING ACTIVITIES.
6. CONTRACTOR SHALL TAKE ALL MEASURES NECESSARY TO PROTECT EXISTING AND NEWLY CONSTRUCTED UTILITIES DURING THE CONSTRUCTION. SHOULD ANY UTILITY LINE OR COMPONENT BECOME DAMAGED OR REQUIRE RELOCATION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE RESPONSIBLE UTILITY COMPANY AND THE ENGINEER.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES CAUSED BY HIS OPERATIONS.
8. CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION WITH OTHER WORK WHICH MAY BE ONGOING ADJACENT TO, OR AFFECTING, THIS CONSTRUCTION. CONTRACTOR SHALL COOPERATE WITH OTHER CONTRACTORS AND ALL AFFECTED UTILITY COMPANIES.
9. CONTRACTOR SHALL NOTIFY ALL APPLICABLE UTILITY COMPANIES AND THE ENGINEER 48 HOURS PRIOR TO THE INITIATING OF ANY EXCAVATION ACTIVITIES, OR AS SPECIFIED BY THE UTILITY COMPANY AND ANY PERMITS REQUIRED FOR THE WORK.
10. CONTRACTOR SHALL PROTECT EXISTING SURVEY MARKERS, MONUMENTS, ETC. DURING CONSTRUCTION. CONTRACTOR SHALL RESTORE/REPLACE ANY SURVEY MARKERS DAMAGED DURING CONSTRUCTION ACTIVITIES.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL/DISPOSAL OF ANY UNSUITABLE MATERIAL FROM THE CONSTRUCTION OPERATION, FURNISHING AND COMPACTING SUITABLE REPLACEMENT BACKFILL MATERIAL. DISPOSAL OF UNSUITABLE MATERIAL SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS.
12. CONSTRUCTION WARNING SIGNS SHALL BE MOUNTED AND ERECTED BEFORE CONSTRUCTION CAN COMMENCE. THESE, AND ALL TRAFFIC CONTROL DEVICES, SHALL FOLLOW THE STANDARDS SET FORTH BY THE MANUAL OF UNIFORM TRAFFIC DEVICES (MUTCD) AND FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD INDEX.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEARLY IDENTIFYING THE AREA OF CONSTRUCTION AND SAFELY ROUTING ALL VEHICULAR AND PEDESTRIAN TRAFFIC AROUND THE CONSTRUCTION AREA. THE CONSTRUCTION AREA SHALL BE CLEARLY MARKED AT ALL TIMES.
14. CONTRACTOR SHALL PROVIDE AND MAINTAIN ADEQUATE EROSION AND TURBIDITY CONTROLS IN ACCORDANCE WITH FDEP DURING AND FOLLOWING CONSTRUCTION, UNTIL ALL DISTURBED AREAS HAVE BEEN STABILIZED TO AVOID ADVERSE ENVIRONMENTAL IMPACTS TO OFF–SITE PROPERTY AND DRAINAGE SYSTEMS.
15. CONTRACTOR SHALL HYDRO SEED AND MULCH (OR SOD AS APPLICABLE) ALL AREAS DISTURBED BY THE CONSTRUCTION OF THIS PROJECT ACCORDING TO LOCAL REGULATIONS.
16. CONTRACTOR SHALL MAINTAIN "AS–BUILT" INFORMATION ON A REGULAR BASIS. CONTRACTOR SHALL EMPLOY THE SERVICES OF A SURVEYOR REGISTERED IN THE STATE OF FLORIDA TO DETERMINE ALL "AS–BUILT" INFORMATION. WITHIN 14 DAYS OF THE COMPLETION OF THE WORK, CONTRACTOR SHALL PROVIDE SIGNED AND SEALED COPIES AND THE DIGITAL CAD FILE OF THE "AS–BUILT" DRAWINGS AND SUPPORTING SURVEY RECORDS TO THE ENGINEER. "AS–BUILT" DRAWINGS ARE TO BE IN ACCORDANCE WITH THE CITY OF FORT PIERCE REQUIREMENTS.
17. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PRODUCE, AS–BUILT DRAWINGS FOR ANY JURISDICTIONAL AGENCIES AS MAY BE REQUIRED FOR PROJECT CERTIFICATION.
18. CONTRACTOR SHALL GIVE THE ENGINEER A MINIMUM OF 48 HOURS NOTICE OF ALL MEETINGS OR TESTING MEASURES REQUIRED TO BE WITNESSED BY THE CONSTRUCTION ACTIVITIES RELATED TO THE WORK.
19. THE CONTRACTOR SHALL SUBMIT FIVE (5) SETS OF STANDARD SHOP DRAWINGS AND MANUFACTURER'S CATALOGS WITH THE MODEL NUMBER OR TYPE OF THE ITEM ENCIRCLED OR OTHERWISE DESIGNATED. THE SUBMITTALS SHALL BEAR THE APPROVAL OF THE UNDERGROUND UTILITY CONTRACTOR. ALL UTILITY SHOP DRAWINGS WILL NEED TO BE APPROVED BY THE ENGINEER OF RECORD AND CITY OF FORT PIERCE PRIOR TO CONSTRUCTION.
20. THE CONTRACTOR SHALL SUBMIT FIVE (5) SETS OF COMPLETE DETAILED SHOP DRAWINGS FOR ALL SANITARY MANHOLES, WET WELLS, OTHER CASTINGS, AND PUMPS. THE SUBMITTALS SHALL BEAR THE APPROVAL OF THE UNDERGROUND UTILITY CONTRACTOR ON EACH SHEET. A COMPLETE SET OF THE LIFT STATION ELECTRICAL SHOP DRAWINGS IS ALSO REQUIRED IF APPLICABLE. ALL UTILITY SHOP DRAWINGS WILL NEED TO BE APPROVED BY THE ENGINEER OF RECORD AND CITY OF FORT PIERCE PRIOR TO CONSTRUCTION.

GENERAL UTILITY NOTES:

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF FORT PIERCE UTILITY SYSTEMS DEPARTMENT UTILITY STANDARDS MANUAL AND THE CITY OF FORT PIERCE LAND DEVELOPMENT CODE, DETAILS AND SPECIFICATIONS, AS WELL AS ALL APPLICABLE STATE AND LOCAL REGULATIONS, EXCEPT AS MODIFIED HEREIN.
2. IF SOLVENT CONTAMINATION IS FOUND IN ANY TRENCH, WORK WILL BE STOPPED AND THE CEC, OWNER, AND THE PROPER AUTHORITIES NOTIFIED. THE ST. LUCIE COUNTY HEALTH DEPARTMENT MAY GRANT APPROVAL OF THE USE OF DUCTILE IRON PIPE, FITTINGS AND APPROVED SOLVENT RESISTANT GASKET MATERIAL IN THE CONTAMINATED AREA. THIS APPROVAL MUST BE GRANTED IN WRITING AND PROVIDED TO CEC, AND PROPERTY OWNER. DUCTILE IRON PIPE SHALL EXTEND AT LEAST 100 FEET BEYOND ANY CONTAMINATED AREA.
3. VERTICAL LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THE PLAN AND PROFILE SHEETS HAVE BEEN ASSUMED. CONTRACTOR SHALL EXERCISE CAUTION DURING EXCAVATION NEAR EXISTING UTILITIES SHOWN ON THE PLANS AND NOTIFY THE ENGINEER IF THE LOCATION DIFFERS FROM THAT SHOWN BEFORE CONTINUING WITH THE CONSTRUCTION.
4. UNSUITABLE MATERIALS UNDER PROPOSED PIPING SHALL BE REMOVED AND REPLACED WITH SELECT BACKFILL, PROPERLY COMPACTED TO 95% OF MAXIMUM DENSITY PER AASHTO T–180.
5. FITTINGS SHALL BE USED AT LOCATIONS INDICATED ON THE PLANS, UNLESS OTHERWISE APPROVED BY THE ENGINEER. THRUST BLOCKING SHALL BE USED WHERE REQUIRED BY THE CITY OF FORT PIERCE.
6. THE LENGTH OF TRENCH OPEN AT ANY ONE TIME SHALL BE CONTROLLED BY THE PARTICULAR SURROUNDING CONDITIONS, BUT SHALL BE LIMITED TO 300 LINEAR FEET UNLESS APPROVED BY THE ENGINEER IN WRITING.
7. NO CONNECTIONS TO EXISTING POTABLE WATER SYSTEMS SHALL BE ALLOWED UNTIL ALL PROPOSED WATER LINES HAVE BEEN PRESSURE TESTED, DISINFECTED, CLEARED FOR SERVICE AND ACCEPTED BY THE CITY OF FORT PIERCE AND FDEP.
8. THE BACTERIOLOGICAL SAMPLE POINTS SHALL BE INDICATED IN RED ON THE "AS BUILT" DRAWINGS PRIOR TO THE REQUEST FOR A LETTER OF RELEASE TO PLACE THE CONSTRUCTION INTO SERVICE. THE SAMPLE NUMBERS WILL CORRESPOND TO THOSE ON THE BACTERIOLOGICAL SAMPLE LAB SHEETS.

WATER / SEWER SEPARATION:

1. SANITARY SEWERS (INCLUDING LATERALS), FORCE MAINS, AND STORM SEWERS SHALL CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS, FORCE MAINS AND STORM SEWERS CROSSING WATER MAINS SHALL BE INSTALLED TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE.
2. A FULL, UNCUT LENGTH OF WATER MAIN PIPE, AT LEAST 20 FEET IN LENGTH, SHALL BE CENTERED AT THE POINT OF CROSSING OF ALL WATER AND SEWER PIPING, REGARDLESS OF THE VERTICAL SEPARATION.
3. WATER MAINS SHALL BE LOCATED AT LEAST 10 FEET HORIZONTALLY FROM PIPES CARRYING RAW WASTEWATER, AND 10 FEET HORIZONTALLY FROM PIPES CARRYING RECLAIMED WATER. THE DISTANCE SHALL BE MEASURED FROM OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE. WATER MAINS SHALL BE LAID TO PROVIDE A SEPARATION OF AT LEAST 18 INCHES BETWEEN THE BOTTOM OF WATER MAIN AND THE TOP OF SEWER OR RECLAIMED WATER PIPE. WATER MAINS SHALL CROSS ABOVE SEWER OR RECLAIMED WATER PIPE WITH A VERTICAL SEPARATION OF AT LEAST 18 INCHES.

WASTEWATER COLLECTION SYSTEMS

1. MATERIALS AND INSTALLATION FOR WASTEWATER COLLECTION SYSTEM INCLUDING, BUT NOT LIMITED TO, GRAVITY SEWERS, MANHOLES, SERVICE LATERALS, FORCEMAINS, LIFT STATIONS, AND TESTING REQUIREMENTS SHALL CONFORM TO THE FORT PIERCE UTILITY AUTHORITY UTILITY STANDARDS AND THE CITY OF FORT PIERCE LAND DEVELOPMENT CODE AND ALL APPLICABLE FDEP REGULATIONS. ALL PVC GRAVITY SEWER SHALL BE SDR–26.
2. WYE GRAVITIES FOR LATERAL SERVICE SHALL BE SIX (6) INCHES I.D.
3. PLUGS SHALL BE OF THE SAME MATERIAL AS THE PIPE, GASKETED, AND SHALL WITHSTAND THE REQUIRED TEST PRESSURE.
4. LEAKAGE TEST SHALL BE IN ACCORDANCE WITH CITY OF FORT PIERCE AND AWWA C–600, SECTION 5.2.

GENERAL SEPARATION NOTE:

1. ALL UTILITIES SHOULD BE KEPT TEN (10') APART (PARALLEL) OR WHEN CROSSING 18" VERTICAL CLEARANCE (OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE)

WATER DISTRIBUTION SYSTEMS

1. MATERIALS AND INSTALLATION FOR WATER DISTRIBUTION SYSTEM INCLUDING, BUT NOT LIMITED TO, PIPE FITTINGS, VALVES, JOINT RESTRAINTS, FIRE HYDRANTS, SERVICE LINES, TESTING, AND DISINFECTION SHALL CONFORM TO THE FORT PIERCE UTILITY AUTHORITY UTILITY STANDARDS AND THE CITY OF FORT PIERCE LAND DEVELOPMENT CODE AND ALL APPLICABLE FDEP REGULATIONS. ALL PVC PIPE SHALL BE SDR–18 UNLESS SPECIFIED OTHERWISE.

WATER AND SEWER UTILITY NOTES

1. THE CONTRACTOR SHALL CONSTRUCT GRAVITY SEWER LATERALS, MANHOLES GRAVITY SEWER LINES AND DOMESTIC WATER AND FIRE PROTECTION SYSTEM AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS, EQUIPMENT, MACHINERY, TOOLS, MEANS OF TRANSPORTATION AND LABOR NECESSARY TO COMPLETE THE WORK IN FULL AND COMPLETE ACCORDANCE WITH THE SHOWN, DESCRIBED AND REASONABLY INTENDED REQUIREMENTS OF THE CONTRACT DOCUMENTS AND JURISDICTIONAL AGENCY REQUIREMENTS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
2. ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS FOR UTILITY LOCATION AND COORDINATION IN ACCORDANCE WITH THE NOTES CONTAINED IN THE GENERAL CONSTRUCTION SECTION OF THIS SHEET.
3. THE CONTRACTOR SHALL RESTORE ALL DISTURBED VEGETATION IN KIND, UNLESS SHOWN OTHERWISE.
4. DEFLECTION OF PIPE JOINTS AND CURVATURE OF PIPE SHALL NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS. SECURELY CLOSE ALL OPEN ENDS OF PIPE AND FITTINGS WITH A WATERTIGHT PLUG WHEN WORK IS NOT IN PROGRESS. THE INTERIOR OF ALL PIPES SHALL BE CLEAN AND JOINT SURFACES WIPED CLEAN AND DRY AFTER THE PIPE HAS BEEN LOWERED INTO THE TRENCH. VALVES SHALL BE PLUMB AND LOCATED ACCORDING TO THE PLANS.
5. ALL PHASES OF INSTALLATION, INCLUDING UNLOADING, TRENCHING, LAYING AND BACK FILLING, SHALL BE DONE IN A FIRST CLASS WORKMANLIKE MANNER. ALL PIPE AND FITTINGS SHALL BE CAREFULLY STORED FOLLOWING MANUFACTURER'S RECOMMENDATIONS. CARE SHALL BE TAKEN TO AVOID DAMAGE TO THE COATING OR LINING IN ANY D.I. PIPE FITTINGS. ANY PIPE OR FITTING WHICH IS DAMAGED OR WHICH HAS FLAWS OR IMPERFECTIONS WHICH, IN THE OPINION OF THE ENGINEER OR OWNER, RENDERS IT UNFIT FOR USE, SHALL NOT BE USED. ANY PIPE NOT SATISFACTORY FOR USE SHALL BE CLEARLY MARKED AND IMMEDIATELY REMOVED FROM THE JOB SITE, AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
6. WATER FOR FIRE FIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLES BEING BROUGHT ON SITE.
7. ALL UTILITY AND STORM DRAIN TRENCHES LOCATED UNDER AREAS TO RECEIVE PAVING SHALL BE COMPLETELY BACK FILLED IN ACCORDANCE WITH THE GOVERNING JURISDICTIONAL AGENCY'S SPECIFICATIONS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
8. UNDERGROUND LINES SHALL BE SURVEYED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR PRIOR TO BACK FILLING.
9. CONTRACTOR SHALL PERFORM, AT HIS OWN EXPENSE, ANY AND ALL TESTS REQUIRED BY THE SPECIFICATIONS AND/OR ANY AGENCY HAVING JURISDICTION. THESE TESTS MAY INCLUDE, BUT MAY NOT BE LIMITED TO, INFILTRATION AND EXFILTRATION, TELEVISION INSPECTION AND A MANDREL TEST ON GRAVITY SEWER. A COPY OF THE TEST RESULTS SHALL BE PROVIDED TO THE UTILITY PROVIDER, OWNER AND JURISDICTIONAL AGENCY AS REQUIRED.

GENERAL STRIPING AND SIGNAGE NOTES:

1. ALL STRIPING AND SIGNAGE SHALL BE IN ACCORDANCE WITH FDOT AND LATEST EDITION OF MUTCD.

NOTE:

1. THE PROPERTY OWNER, CONTRACTOR AND AUTHORIZED REPRESENTATIVES SHALL PROVIDE PICKUP, REMOVAL AND DISPOSAL OF LITTER WITHIN THE PROJECT LIMITS AND SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE AREA FROM THE EDGE OF PAVEMENT TO THE PROPERTY LINE WITHIN THE CITY'S RIGHT–OF–WAY DURING CONSTRUCTION.

PAVING, GRADING AND DRAINAGE NOTES

1. THE CONTRACTOR AND SUBCONTRACTORS SHALL OBTAIN A COPY OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" (LATEST EDITION) AND BECOME FAMILIAR WITH THE CONTENTS PRIOR TO COMMENCING WORK, AND, UNLESS OTHERWISE NOTED, ALL WORK SHALL CONFORM AS APPLICABLE TO THESE STANDARDS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.
3. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN CITY'S RIGHT–OF–WAY SHALL BE IN ACCORDANCE WITH CITY ENGINEERING STANDARDS FOR LAND DEVELOPMENT LOCAL REGULATIONS.
4. ALL UNPAVED AREAS IN EXISTING RIGHTS–OF–WAY DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND SODDED.
5. TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS–OF–WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
6. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL A GRASS STAND IS WELL ESTABLISHED OR ADEQUATE STABILIZATION OCCURS.
7. ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE SODDED UNLESS INDICATED OTHERWISE ON THE LANDSCAPE PLAN.
8. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.
9. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW CUT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.
10. WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.
11. THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.
12. STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED. IN SOME CASES TOPSOIL MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCAPED AREAS BUT ONLY AS DIRECTED BY THE OWNER.
13. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO FDOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
14. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SODDED OR SEEDED AS SPECIFIED IN THE PLANS, FERTILIZED, MULCHED, WATERED AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE SODDED OR SEEDED AND MULCHED AS SHOWN ON THE LANDSCAPING PLAN.
15. ALL CUT OR FILL SLOPES SHALL BE 4 (HORIZONTAL) :1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
17. THE CONTRACTOR SHALL TAKE ALL REQUIRED MEASURES TO CONTROL TURBIDITY, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST BE MAINTAINED IN EFFECTIVE CONDITION AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THEREAFTER, THE CONTRACTOR MUST REMOVE THE BARRIERS. AT NO TIME SHALL THERE BE ANY OFF–SITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS IN CHAPTER 17–302, FLORIDA ADMINISTRATIVE CODE.
18. SOD, WHERE CALLED FOR, MUST BE INSTALLED AND MAINTAINED ON EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETING FINAL GRADING, AND AT ANY OTHER TIME AS NECESSARY, TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.
19. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE ENVIRONMENTAL RESOURCE PERMIT COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY WATER MANAGEMENT DISTRICT REPRESENTATIVES.
20. THE CONTRACTOR SHALL ENSURE THAT ISLAND PLANTING AREAS AND OTHER PLANTING AREAS ARE NOT COMPACTED AND DO NOT CONTAIN ROAD BASE MATERIALS. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY DISPOSED OF IN A LEGAL MANNER.
21. THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORM WATER PIPING PER MANUFACTURER'S RECOMMENDATIONS.

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ISSUE	DATE	COMMENTS

GORDY CREEK RESIDENTIAL
CITY OF FORT PIERCE
FLORIDA 34945

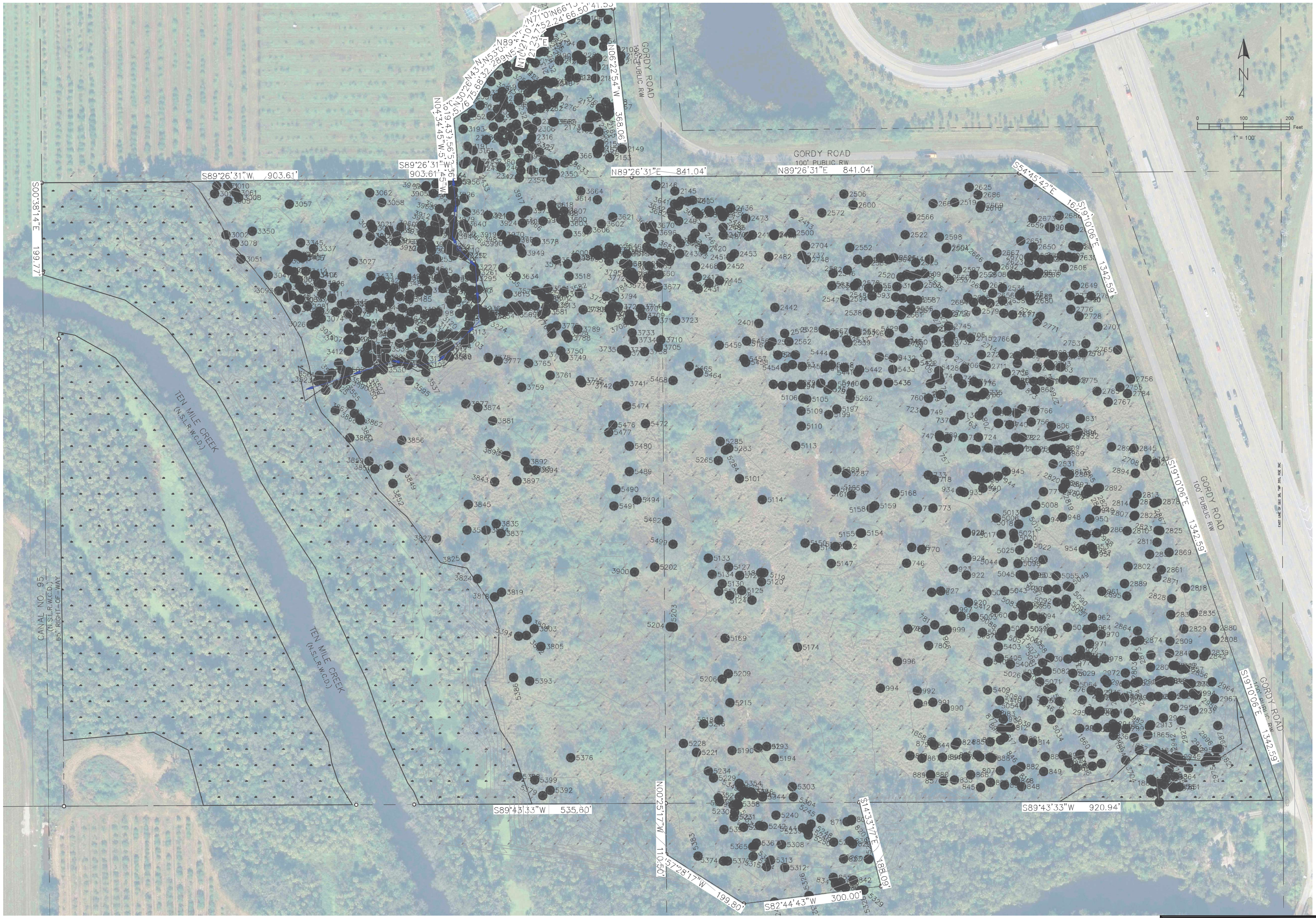
THIS SHEET
GENERAL NOTES

DRAWN BY	CHECKED BY	APPROVED BY	SCALE:
KKR	JWM	JWM	SEE SHEET

PROJ. NO.	24-170
DATE	2025.07.15
SHEET NO.	G-2

FILE: C:\Users\Katie\Mills, Short & Associates\Common - Documents_Projects\24-170 Zentex Residential\CADD\Civil Sheets\G-2 GENERAL NOTES.dwg DATE: 7/15/2025 TIME: 4:35 PM

FILE: C:\Users\Katie\Mills, Short & Associates\Common - Documents_Projects\24-170 Zentex Residential\CADD\Civil Sheets\C-1 EXISTING SITE CONDITIONS.dwg DATE: 7/15/2025 TIME: 4:35 PM


GORDY ROAD
100' PUBLIC RW
N89°26'31"E 841.04'
S54°45'42"E
S19°10'06"E 1342.59'
S89°43'33"W 920.94'
S14°33'17"E 188.09'
S82°44'43"W 300.00'
S57°28'17"W 199.80'
N00°25'17"W 110.50'
S89°43'33"W 535.80'
S00°38'14"E 199.77'
S89°26'31"W 903.61'
N04°34'45"W
N06°22'54"W 368.06'
TEN MILE CREEK
(N.S.L.R.W.C.D.)
CANAL NO. 95
(N.S.L.R.W.C.D.)
85' RIGHT-OF-WAY
N
0
100
200
Feet
1" = 100'

LEGEND:

Ø	EXISTING UTILITY POLE
⊤	EXISTING TELECOM RISER
× 7.08	EXISTING SPOT ELEVATION
— – —	EXISTING ROAD CENTERLINE
— TOB —	EXISTING TOP OF BANK
— SWALE —	EXISTING SWALE
— 70 —	EXISTING CONTOUR LINE
●	EXISTING TREE
▭	EXISTING WETLAND BOUNDARY
— — OHW — —	EXISTING OVERHEAD POWER LINES
—— – – ——	PROPERTY LINE

NOTES:

1. *REFER TO TREE SURVEY PREPARED BY EDC DATED 03/17/2022 FOR TREE TYPES AND SIZES.*
2. *ALL NUISANCE EXOTIC VEGETATION EXISTING WITHIN PROJECT SITE PROPERTY MUST BE REMOVED IN CONJUNCTION WITH SITE DEVELOPMENT.*
3. *ANY WELLS IMPACTED BY DEVELOPMENT MUST BE PROPERLY ABANDONED THROUGH ST. LUCIE COUNTY DEPARTMENT OF HEALTH.*

BENCHMARK:

ALL ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM OF 1988.

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GORDY CREEK RESIDENTIAL

CITY OF FORT PIERCE
FLORIDA 34945

THIS SHEET
EXISTING SITE CONDITIONS

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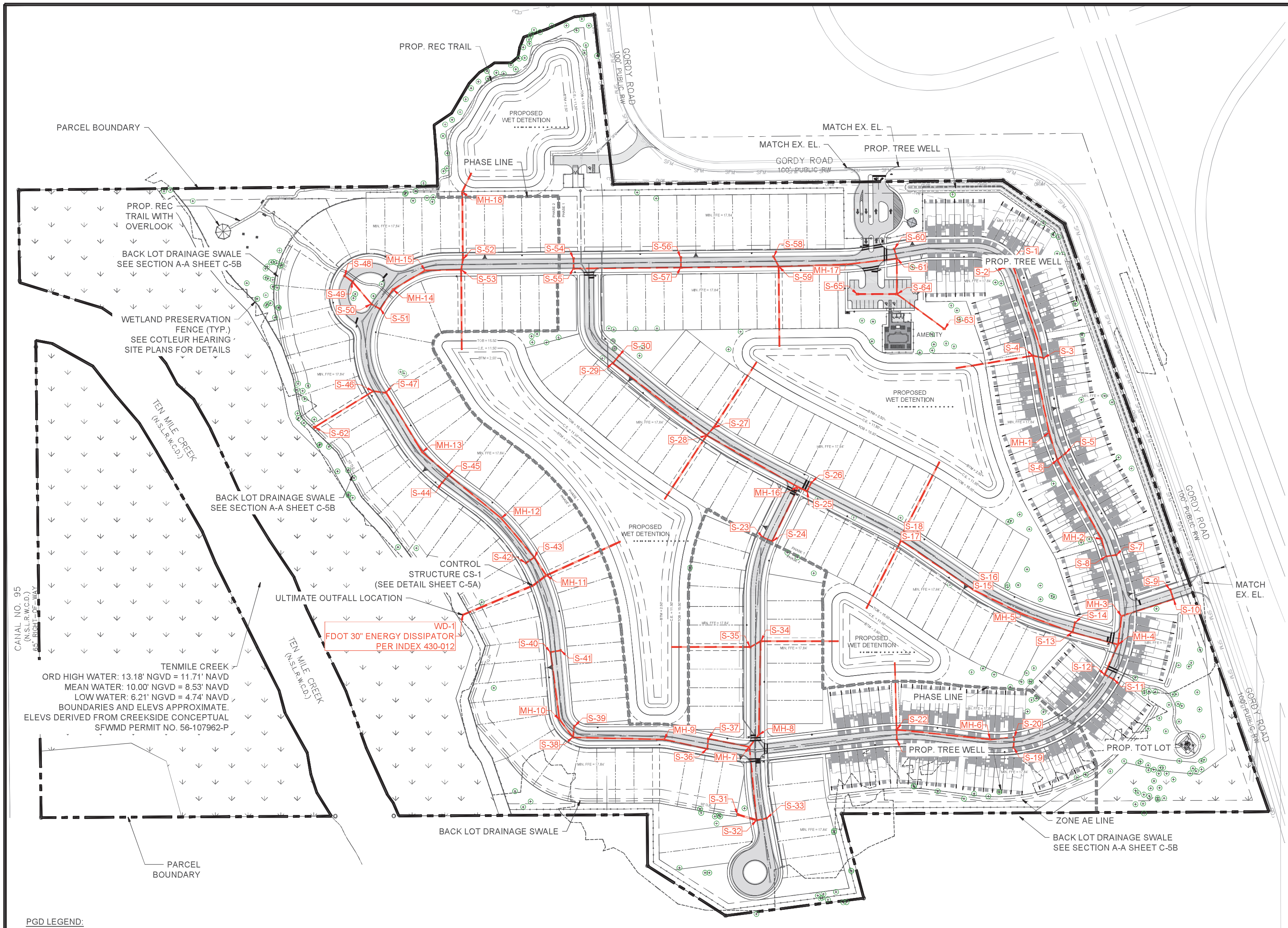
KKR	JWM	JWM	SEE SHEET

PROJ. NO. 24-170
DATE 2025.07.15
SHEET NO.
C-1


PROP. REC TRAIL
PARCEL BOUNDARY
PROPOSED WET DETENTION
PHASE LINE
GORDY ROAD 100' PUBLIC RW
MATCH EX. EL.
PROP. TREE WELL
PROP. REC TRAIL WITH OVERLOOK
BACK LOT DRAINAGE SWALE SEE SECTION A-A SHEET C-5B
WETLAND PRESERVATION FENCE (TYP.) SEE COTLEUR HEARING SITE PLANS FOR DETAILS
AMENITY
TEN MILE CREEK (N.S.L.R.W.C.D.)
CANAL NO. 95 (N.S.L.R.W.C.D.) 65' RIGHT-OF-WAY
CONTROL STRUCTURE CS-1 (SEE DETAIL SHEET C-5A)
ULTIMATE OUTFALL LOCATION
WD-1
FDOT 30" ENERGY DISSIPATOR PER INDEX 430-012
TENMILE CREEK
ORD HIGH WATER: 13.18' NGVD = 11.71' NAVD
MEAN WATER: 10.00' NGVD = 8.53' NAVD
LOW WATER: 6.21' NGVD = 4.74' NAVD
BOUNDARIES AND ELEVS APPROXIMATE.
ELEVS DERIVED FROM CREEKSIDE CONCEPTUAL
SFWMD PERMIT NO. 56-107962-P
BACK LOT DRAINAGE SWALE
ZONE AE LINE
PROP. TOT LOT
MATCH EX. EL.
MH-1 … MH-18, S-1 … S-65
N
0 50 100 200 Feet
1" = 100'

Structure Table

Structure Name	Rim Elevation	Structure Name	Rim Elevation
CS-1	15.2	S-25	14.5
MH-1	14.8	S-26	14.5
MH-2	14.8	S-27	14.5
MH-3	15.3	S-28	14.5
MH-4	15.0	S-29	14.5
MH-5	15.1	S-30	14.5
MH-6	14.9	S-31	14.5
MH-7	15.6	S-32	14.5
MH-8	15.5	S-33	14.5
MH-9	15.2	S-34	14.5
MH-10	14.7	S-35	14.5
MH-11	15.0	S-36	14.5
MH-12	15.1	S-37	14.5
MH-13	15.0	S-38	14.5
MH-14	14.9	S-39	14.5
MH-15	15.0	S-40	14.5
MH-16	14.8	S-41	14.5
MH-17	15.1	S-42	14.5
MH-18	15.6	S-43	14.5
S-1	14.5	S-44	14.5
S-2	14.5	S-45	14.5
S-3	14.5	S-46	14.6
S-4	14.5	S-47	14.5
S-5	14.5	S-48	14.7
S-6	14.5	S-49	14.7
S-7	14.5	S-50	14.5
S-8	14.5	S-51	14.5
S-9	16.7	S-52	14.5
S-10	15.8	S-53	14.5
S-11	14.5	S-54	14.5
S-12	14.5	S-55	14.5
S-13	14.5	S-56	14.5
S-14	14.5	S-57	14.5
S-15	14.5	S-58	14.5
S-16	14.5	S-59	14.5
S-17	14.5	S-60	14.5
S-18	14.5	S-61	14.5
S-19	14.5	S-62	14.5
S-20	14.5	S-63	15.0
S-21	14.5	S-64	16.1
S-22	14.5	S-65	16.1
S-23	14.5	WD-1	15.0
S-24	14.5		

PGD LEGEND:

▨	PROPOSED ASPHALT PAVEMENT	— s —	PROPOSED SEWER LINE
— - - —	PROPERTY BOUNDARY	— 16 —	PROPOSED CONTOUR LINE
— TOB —	PROPOSED LAKE CONTROL ELEVATION CONTOUR	×70.5	EXISTING SPOT ELEVATION
Ⓓ ▥	PROPOSED DRAINAGE STRUCTURE	15.09 HP	PROPOSED SPOT ELEVATION
🟥	PROPOSED DRAINAGE PIPE	⊕	EX. TREE TO REMAIN IN PLACE
— w —	PROPOSED WATER LINE		

DRAINAGE AND GRADING NOTES:

1. TOPOGRAPHIC INFORMATION IS TAKEN FROM A TOPOGRAPHIC SURVEY BY LAND SURVEYORS.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON THE RECORDS OF ST. LUCIE COUNTY UTILITIES AND THE VARIOUS APPLICABLE UTILITY COMPANIES. THE INFORMATION IS NOT TO BE RELIED ON AS EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANIES TO REQUEST EXACT FIELD LOCATION OF UTILITIES AT LEAST 72 HOURS BEFORE ANY EXCAVATION. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.
3. ANY CONDITIONS NOT ALLOWING WATER TO FLOW AS SHOWN SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD FOR RESOLUTION.
4. CONTRACTOR SHALL REVIEW PROPOSED GRADES TO ENSURE COMPATIBILITY WITH CHANGES IN ELEVATION WITHIN THE PROPOSED PLAN.
5. THE STORM WATER DRAINAGE DESIGN IS INTENDED TO CONTAIN ALL REQUIRED SITE STORM WATER RUNOFF AND DISCHARGE INTO AN APPROVED STORM WATER SYSTEM. CONTRACTOR SHALL NOTIFY ENGINEER, SHOULD THE ADJACENT PROPERTY GRADES VARY FROM THOSE SHOWN ON THE PLAN AND CHANGE THE INTENT OF STORM WATER DESIGN.
6. ONSITE EXCAVATED MATERIAL TO BE USED FOR ONSITE PURPOSES ONLY. IF MATERIAL IS TO BE HAULED OFFSITE, MINING PERMIT MAY BE REQUIRED. CONTRACTOR TO CONTACT ENGINEER OF RECORD IF MATERIAL IS TO BE HAULED OFFSITE.
7. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES.
8. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE SPECIFICATIONS AND LOCAL JURISDICTIONAL AGENCY.
9. ELEVATIONS SHOWN AT CURB LINE ARE EDGE OF PAVEMENT UNLESS OTHERWISE SPECIFIED.
10. ALL CUT OR FILL SLOPES SHALL BE 4H:1V OR FLATTER UNLESS OTHERWISE NOTED.
11. ALL DISTURBED AREAS ARE TO BE SODDED AND/OR STABILIZED. CONTRACTOR SHALL RE-GRADE RAINFALL WASHOUTS WHERE THEY OCCUR UNTIL ADEQUATE STABILIZATION OCCURS.
12. ELEVATIONS SHOWN HEREON ARE IN FEET, REFERENCED TO NAVD 88 UNLESS OTHERWISE INDICATED. THE NGVD29 TO NAVD88 CONVERSION RATE USED IS -1.47'.
13. ALL STORM DRAINAGE FACILITIES SHALL CONFORM TO CHAPTERS 119 AND THE STANDARD SPECIFICATIONS ADOPTED BY THE CITY COMMISSION ON FEBRUARY 13, 1973, AS AMENDED.

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ISSUE	DATE	COMMENTS

GORDY CREEK RESIDENTIAL
CITY OF FORT PIERCE
FLORIDA 34945

THIS SHEET
OVERALL GRADING AND DRAINAGE PLAN

DRAWN BY	CHECKED BY	APPROVED BY	SCALE:
KKR	JWM	JWM	SEE SHEET

PROJ. NO.	24-170
DATE	2025.07.15
SHEET NO.	C-2

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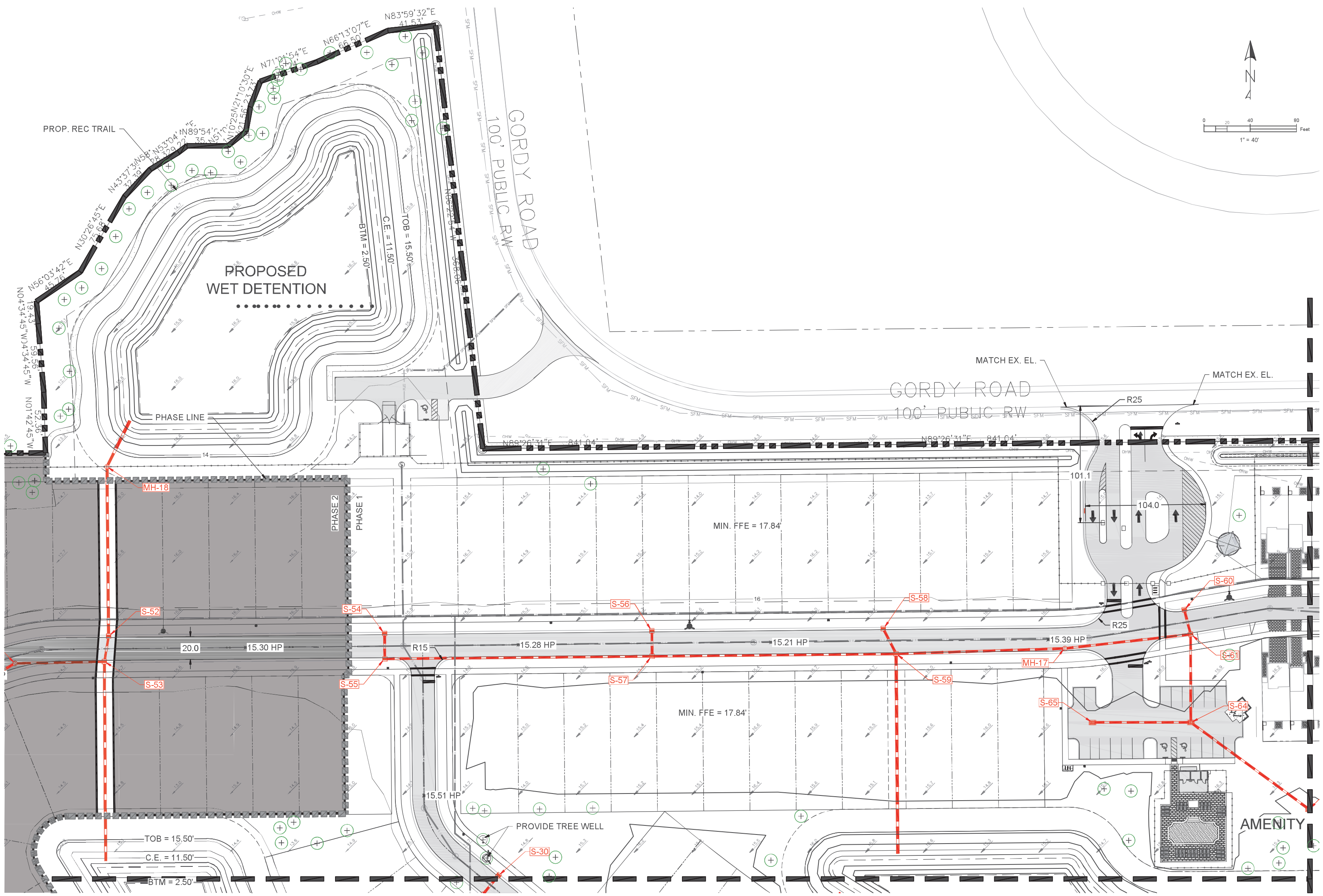
PROP. REC TRAIL
N83°59'32"E
41.53'
N66°13'07"E
66.50'
N71°01'54"E
N21°10'30"E
N10°25'
N51°
N89°54'
N53°04'
N58°
N43°37'3
32.39'
N30°26'45"E
75.68'
N56°03'42"E
45.76'
N04°34'45"W
19.43'
N04°34'45"W
59.56'
N01°42'45"W
52.36'
N06°22'54"W
368.06'
PROPOSED
WET DETENTION
TOB = 15.50'
C.E. = 11.50'
BTM = 2.50'
PHASE LINE
14
MH-18
PHASE 2
PHASE 1
GORDY ROAD
100' PUBLIC RW
N89°26'31"E
841.04'
MATCH EX. EL.
MATCH EX. EL.
R25
101.1
104.0
MIN. FFE = 17.84'
MIN. FFE = 17.84'
16
S-52
S-53
20.0
15.30 HP
S-54
S-55
R15
15.28 HP
S-56
S-57
15.21 HP
S-58
S-59
15.39 HP
MH-17
S-60
S-61
R25
S-65
S-64
15.51 HP
PROVIDE TREE WELL
S-30
TOB = 15.50'
C.E. = 11.50'
BTM = 2.50'
AMENITY
MATCHLINE A-A
MATCHLINE A-A
N
0
20
40
80
Feet
1" = 40'

PGD LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPERTY BOUNDARY
- TOB PROPOSED LAKE CONTROL ELEVATION CONTOUR
- Ⓓ PROPOSED DRAINAGE STRUCTURE
- PROPOSED DRAINAGE PIPE
- PROPOSED WATER LINE
- PROPOSED SEWER LINE
- 16 PROPOSED CONTOUR LINE
- ×70.5 EXISTING SPOT ELEVATION
- 15.09 HP PROPOSED SPOT ELEVATION
- ⊕ EX. TREE TO REMAIN IN PLACE

NOTE:

PHASE 1 AREA SHOWN.
ALL PONDS TO BE CONSTRUCTED AS PART OF PHASE 1.

▨ PHASE 2

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ISSUE	DATE	COMMENTS

GORDY CREEK RESIDENTIAL
CITY OF FORT PIERCE
FLORIDA 34945

THIS SHEET
PHASE 1 GRADING AND DRAINAGE PLAN (CONCEPTUAL)

DRAWN BY
KKR
CHECKED BY
JWM
APPROVED BY
JWM
SCALE:
SEE SHEET

PROJ. NO. 24-170
DATE 2025.07.15
SHEET NO.
C-3A

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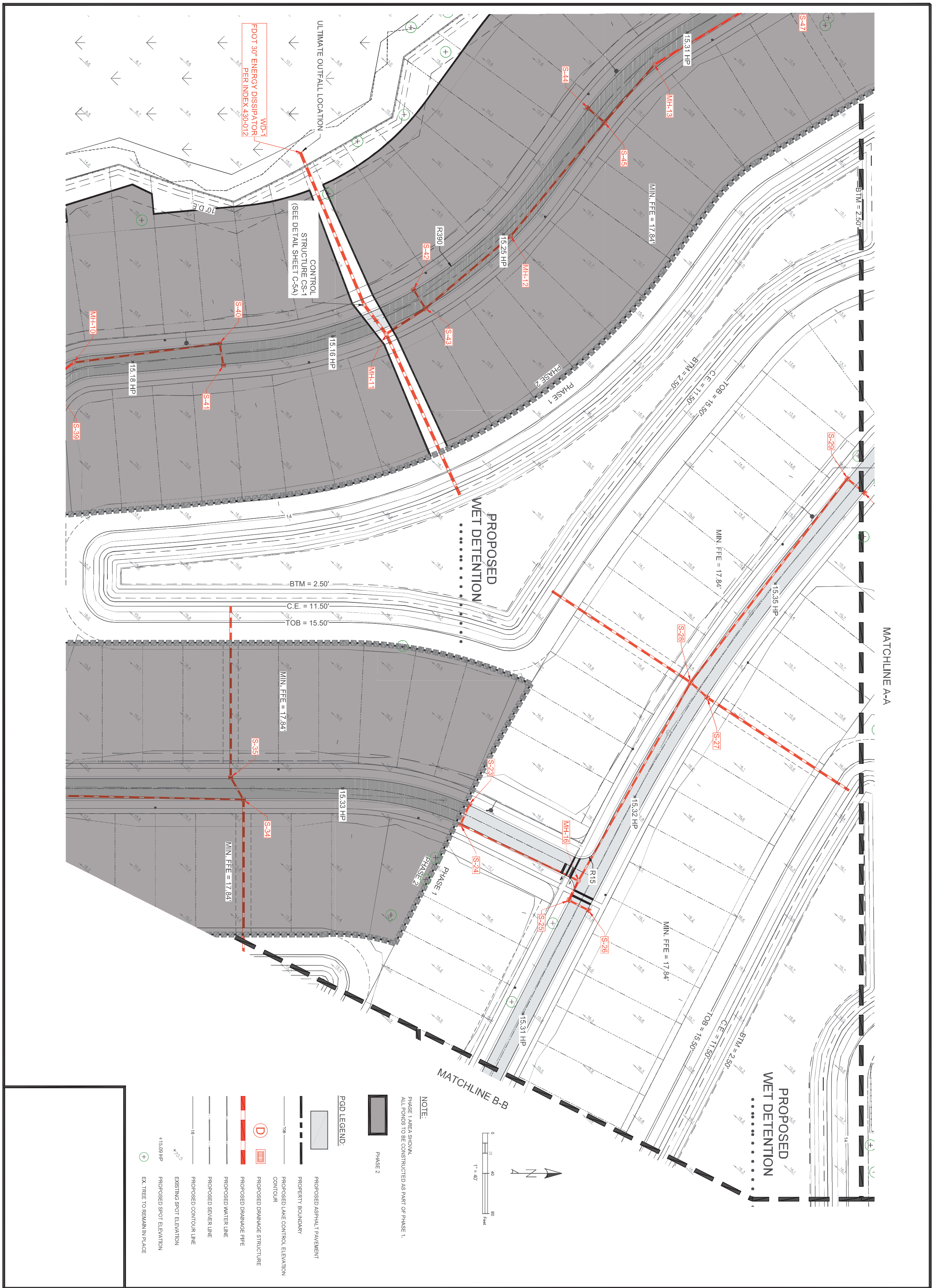
ULTIMATE OUTFALL LOCATION
WD-1
FDOT 30" ENERGY DISSIPATOR PER INDEX 430-012
CONTROL STRUCTURE CS-1 (SEE DETAIL SHEET C-5A)
10' D.E.
R390
S-47
S-44
MH-13
15.31 HP
S-45
MIN. FFE = 17.84'
BTM = 2.50'
S-42
15.25 HP
MH-12
S-43
S-40
MH-10
15.16 HP
MH-11
15.18 HP
S-41
S-39
PHASE 1
PHASE 2
BTM = 2.50'
C.E. = 11.50'
TOB = 15.50'
PROPOSED WET DETENTION
BTM = 2.50'
C.E. = 11.50'
TOB = 15.50'
S-29
MIN. FFE = 17.84'
15.35 HP
MATCHLINE A-A
S-28
S-27
MIN. FFE = 17.84'
S-35
S-23
15.33 HP
S-34
MIN. FFE = 17.84'
15.32 HP
MH-16
R15
S-24
PHASE 1
PHASE 2
S-25
S-26
MIN. FFE = 17.84'
15.31 HP
TOB = 15.50'
C.E. = 11.50'
BTM = 2.50'
PROPOSED WET DETENTION
MATCHLINE B-B
N
0 20 40 80 Feet
1" = 40'
NOTE:
PHASE 1 AREA SHOWN.
ALL PONDS TO BE CONSTRUCTED AS PART OF PHASE 1.
PHASE 2
PGD LEGEND:
PROPOSED ASPHALT PAVEMENT
PROPOSED BOUNDARY
PROPOSED LAKE CONTROL ELEVATION CONTOUR
PROPOSED DRAINAGE STRUCTURE
PROPOSED DRAINAGE PIPE
PROPOSED WATER LINE
PROPOSED SEWER LINE
PROPOSED CONTOUR LINE
EXISTING SPOT ELEVATION
PROPOSED SPOT ELEVATION
EX. TREE TO REMAIN IN PLACE
15.09 HP
16
108
D

GORDY CREEK RESIDENTIAL

CITY OF FORT PIERCE
FLORIDA 34945

THIS SHEET
PHASE 1 GRADING AND DRAINAGE PLAN (CONCEPTUAL)

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KKR	JWM	JWM	SEE SHEET

PROJ. NO.	24-170
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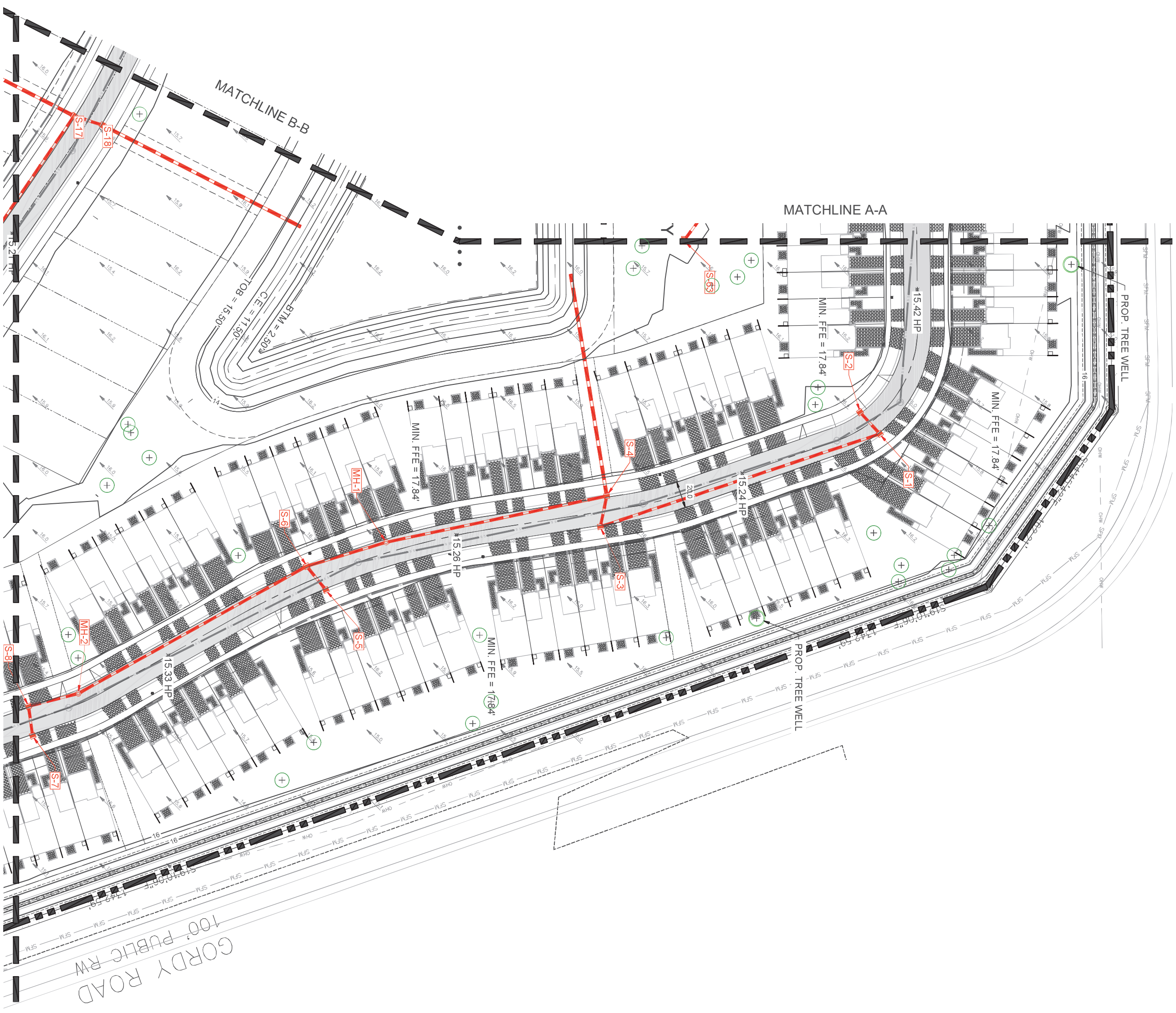
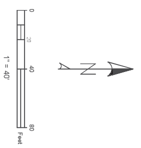

MATCHLINE B-B
MATCHLINE A-A
MATCHLINE C-C
GORDY ROAD
100' PUBLIC RW
PROP. TREE WELL
PROP. TREE WELL
MIN. FFE = 17.84'
MIN. FFE = 17.84'
MIN. FFE = 17.84'
MIN. FFE = 17.84'
MIN. FFE = 17.84'
15.42 HP
15.24 HP
15.26 HP
15.33 HP
TOB = 15.50'
C.E. = 11.50'
BTM = 2.50'
S-1
S-2
S-3
S-4
S-5
S-6
S-7
S-8
S-17
S-18
S-53
MH-1
MH-2


0
20
40
80
Feet
1" = 40'
N

NOTE:

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ALL PONDS TO BE CONSTRUCTED AS PART OF PHASE 1.

▩	PHASE 2

PGD LEGEND:

▨	PROPOSED ASPHALT PAVEMENT
━ · ━	PROPERTY BOUNDARY
—'08—	PROPOSED LAKE CONTROL ELEVATION CONTOUR
Ⓓ ▥	PROPOSED DRAINAGE STRUCTURE
━ ━	PROPOSED DRAINAGE PIPE
———	PROPOSED WATER LINE
———	PROPOSED SEWER LINE
—16—	PROPOSED CONTOUR LINE
×20.5	EXISTING SPOT ELEVATION
•15.09 HP	PROPOSED SPOT ELEVATION
⊕	EX. TREE TO REMAIN IN PLACE

C-3C

SHEET NO.
DATE 2025.07.15
PROJ. NO. 24-170

GORDY CREEK RESIDENTIAL

CITY OF FORT PIERCE
FLORIDA 34945

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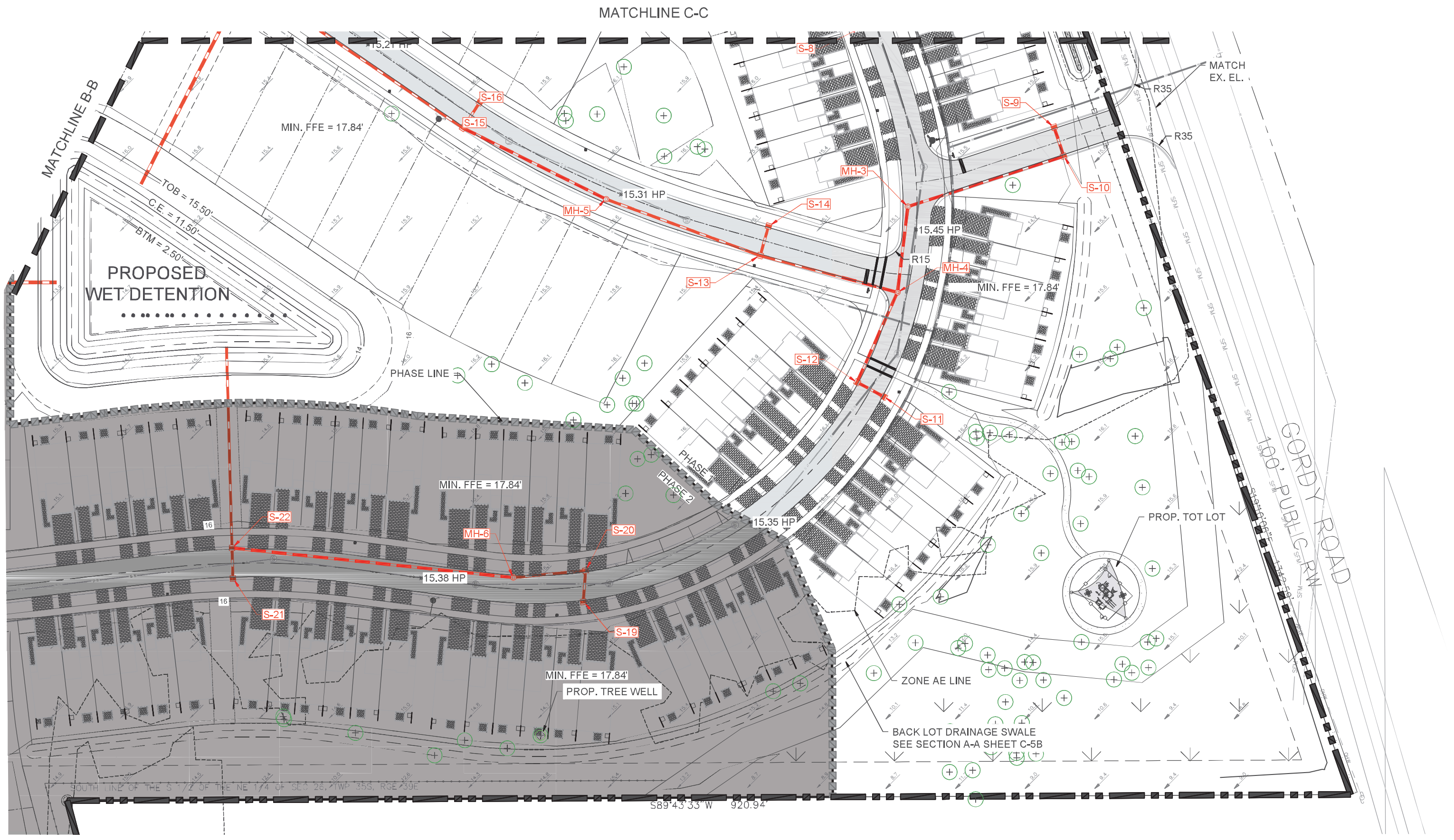
MATCHLINE C-C
MATCHLINE B-B
MATCH EX. EL.
R35
R35
R15
S-8
S-9
S-10
S-11
S-12
S-13
S-14
S-15
S-16
S-19
S-20
S-21
S-22
MH-3
MH-4
MH-5
MH-6
15.21 HP
15.31 HP
15.45 HP
15.35 HP
15.38 HP
MIN. FFE = 17.84'
MIN. FFE = 17.84'
MIN. FFE = 17.84'
MIN. FFE = 17.84'
TOB = 15.50'
C.E. = 11.50'
BTM = 2.50'
PROPOSED WET DETENTION
PHASE LINE
PHASE 1
PHASE 2
PROP. TREE WELL
PROP. TOT LOT
ZONE AE LINE
BACK LOT DRAINAGE SWALE
SEE SECTION A-A SHEET C-5B
GORDY ROAD
100' PUBLIC RW
S89°43'33" W 920.94'
16
16
16
14

N

0 20 40 80 Feet
1" = 40'

NOTE:

PHASE 1 AREA SHOWN.
ALL PONDS TO BE CONSTRUCTED AS PART OF PHASE 1.

▨ PHASE 2

PGD LEGEND:

▭	PROPOSED ASPHALT PAVEMENT
— · —	PROPERTY BOUNDARY
—TOB—	PROPOSED LAKE CONTROL ELEVATION CONTOUR
Ⓓ ▤	PROPOSED DRAINAGE STRUCTURE
▬	PROPOSED DRAINAGE PIPE
—	PROPOSED WATER LINE
— · —	PROPOSED SEWER LINE
—16—	PROPOSED CONTOUR LINE
×10.5	EXISTING SPOT ELEVATION
◂15.09 HP	PROPOSED SPOT ELEVATION
⊕	EX. TREE TO REMAIN IN PLACE

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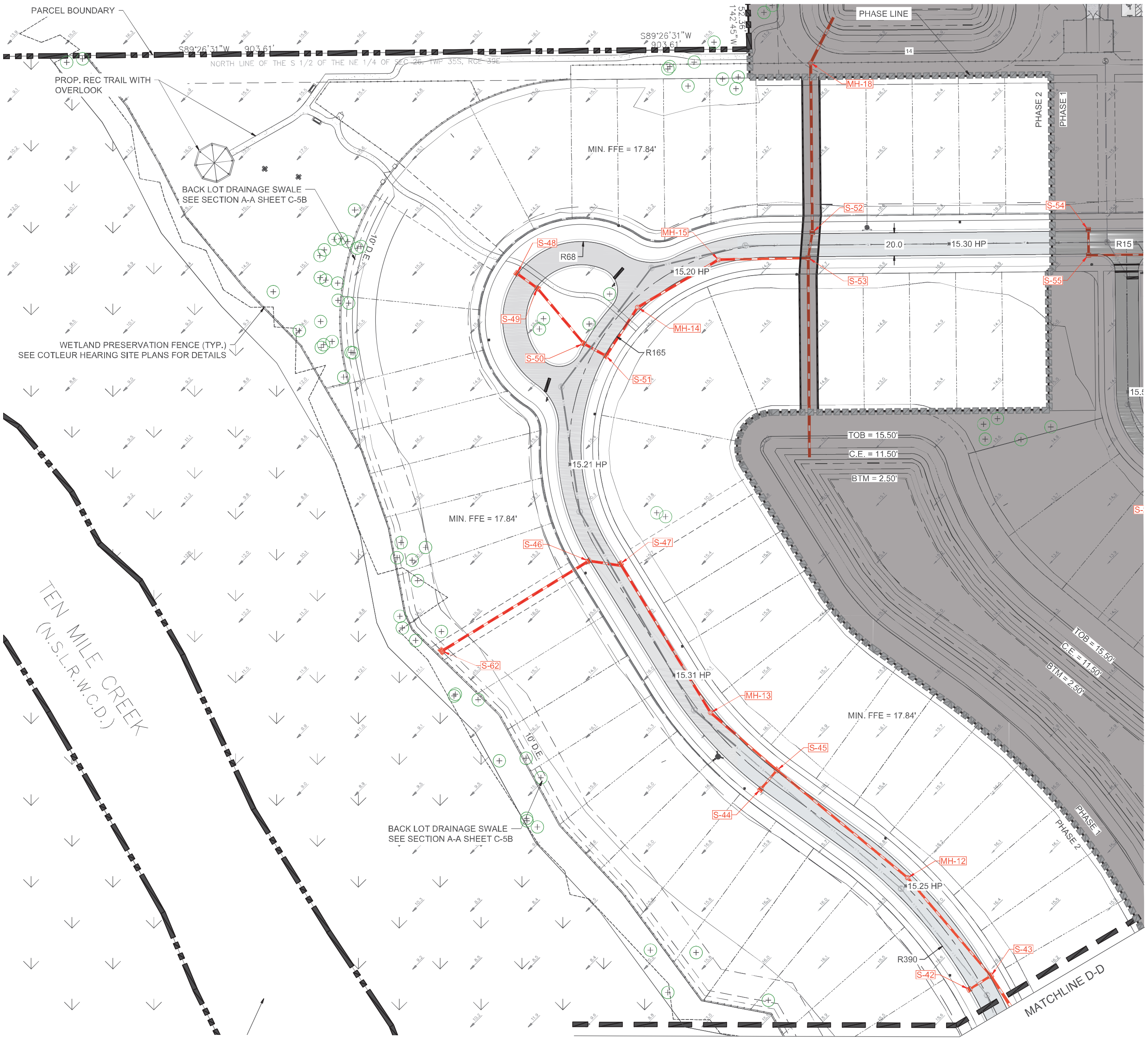
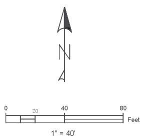
DATE	2025.07.15
SHEET NO.	C-3D


PARCEL BOUNDARY
S89°26'31"W 903.61'
NORTH LINE OF THE S 1/2 OF THE NE 1/4 OF SEC 26, TWP 35S, RGE 39E
S89°26'31"W 903.61'
52.36'
1°42'45"W
PHASE LINE
14
PROP. REC TRAIL WITH OVERLOOK
BACK LOT DRAINAGE SWALE SEE SECTION A-A SHEET C-5B
WETLAND PRESERVATION FENCE (TYP.) SEE COTLEUR HEARING SITE PLANS FOR DETAILS
TEN MILE CREEK (N.S.L.R.W.C.D.)
10' D.E.
MIN. FFE = 17.84'
MH-18
PHASE 2
PHASE 1
S-52
S-53
S-54
S-55
MH-15
20.0
15.30 HP
R15
S-48
R68
15.20 HP
S-49
MH-14
S-50
R165
S-51
15.5
TOB = 15.50'
C.E. = 11.50'
BTM = 2.50'
15.21 HP
MIN. FFE = 17.84'
S-46
S-47
S-
S-62
15.31 HP
MH-13
MIN. FFE = 17.84'
S-45
S-44
BACK LOT DRAINAGE SWALE SEE SECTION A-A SHEET C-5B
10' D.E.
MH-12
15.25 HP
TOB = 15.50'
C.E. = 11.50'
BTM = 2.50'
PHASE 1
PHASE 2
S-43
R390
S-42
MATCHLINE D-D


N
0
20
40
80
Feet
1" = 40'

NOTE:

PHASE 2 AREA SHOWN.
ALL PONDS TO BE CONSTRUCTED AS PART OF PHASE 1.

▨	PHASE 1

PGD LEGEND:

▭	PROPOSED ASPHALT PAVEMENT
━ ▪ ▪ ━	PROPERTY BOUNDARY
── TOB ──	PROPOSED LAKE CONTROL ELEVATION CONTOUR
Ⓓ ▥	PROPOSED DRAINAGE STRUCTURE
▬	PROPOSED DRAINAGE PIPE
── W ──	PROPOSED WATER LINE
── SS ──	PROPOSED SEWER LINE
── 16 ──	PROPOSED CONTOUR LINE
×70.5	EXISTING SPOT ELEVATION
•15.09 HP	PROPOSED SPOT ELEVATION
⊕	EX. TREE TO REMAIN IN PLACE

ISSUE	DATE	COMMENTS

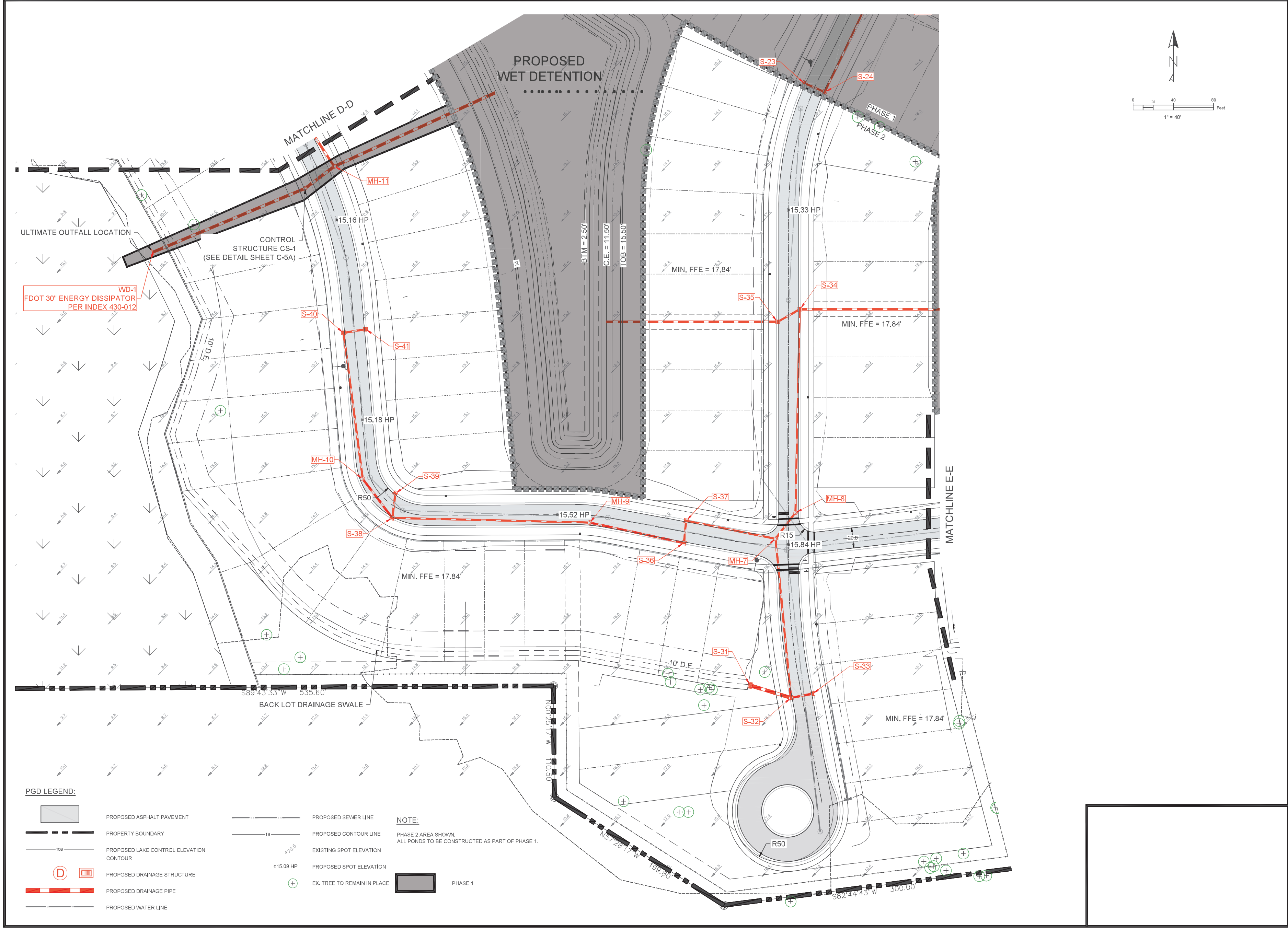
Mills, Short & Associates
PHONE: 772.226.7282
C.A. #: 30698
WEBSITE:
www.MillsShortAssociates.com
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

GORDY CREEK RESIDENTIAL
CITY OF FORT PIERCE
FLORIDA 34945

THIS SHEET
PHASE 2 GRADING AND DRAINAGE PLAN (CONCEPTUAL)

DRAWN BY	CHECKED BY	APPROVED BY	SCALE:
KKR	JWM	JWM	SEE SHEET

PROJ. NO.	24-170
DATE	2025.07.15
SHEET NO.	C-4A


PROPOSED WET DETENTION
BTM = 2.50'
C.E. = 11.50'
TOB = 15.50'
14
MATCHLINE D-D
MATCHLINE E-E
ULTIMATE OUTFALL LOCATION
CONTROL STRUCTURE CS-1 (SEE DETAIL SHEET C-5A)
WD-1 FDOT 30" ENERGY DISSIPATOR PER INDEX 430-012
MH-7
MH-8
MH-9
MH-10
MH-11
S-23
S-24
S-31
S-32
S-33
S-34
S-35
S-36
S-37
S-38
S-39
S-40
S-41
15.16 HP
15.18 HP
15.33 HP
15.52 HP
15.84 HP
R50
R15
20.0
MIN. FFE = 17.84'
10' D.E.
PHASE 1
PHASE 2
BACK LOT DRAINAGE SWALE
S89°43'33" W 535.60'
N00°25'17" W 110.50'
N57°28'17" W 199.50'
S82°44'43" W 300.00'
N
0
20
40
80
Feet
1" = 40'
PGD LEGEND:
PROPOSED ASPHALT PAVEMENT
PROPERTY BOUNDARY
TOB
PROPOSED LAKE CONTROL ELEVATION CONTOUR
D
PROPOSED DRAINAGE STRUCTURE
PROPOSED DRAINAGE PIPE
PROPOSED WATER LINE
PROPOSED SEWER LINE
16
PROPOSED CONTOUR LINE
x10.5
EXISTING SPOT ELEVATION
x15.09 HP
PROPOSED SPOT ELEVATION
EX. TREE TO REMAIN IN PLACE
PHASE 1
NOTE:
PHASE 2 AREA SHOWN.
ALL PONDS TO BE CONSTRUCTED AS PART OF PHASE 1.

ISSUE	DATE	COMMENTS

Mills, Short & Associates

PHONE: 772.226.7282
C.A. #: 30698
WEBSITE:
www.MillsShortAssociates.com
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

GORDY CREEK RESIDENTIAL
CITY OF FORT PIERCE
FLORIDA 34945

THIS SHEET
PHASE 2 GRADING AND DRAINAGE PLAN (CONCEPTUAL)

DRAWN BY	CHECKED BY	APPROVED BY	SCALE:
KKR	JWM	JWM	SEE SHEET

PROJ. NO. 24-170
DATE 2025.07.15
SHEET NO.
C-4B

FILE: C:\Users\Katie\Mills, Short & Associates\Common - Documents_Projects\24-170 Zentex Residential\CADD\Civil Sheets\C-2 OVERALL GRADING AND DRAINAGE PLAN.dwg DATE: 7/15/2025 TIME: 4:35 PM

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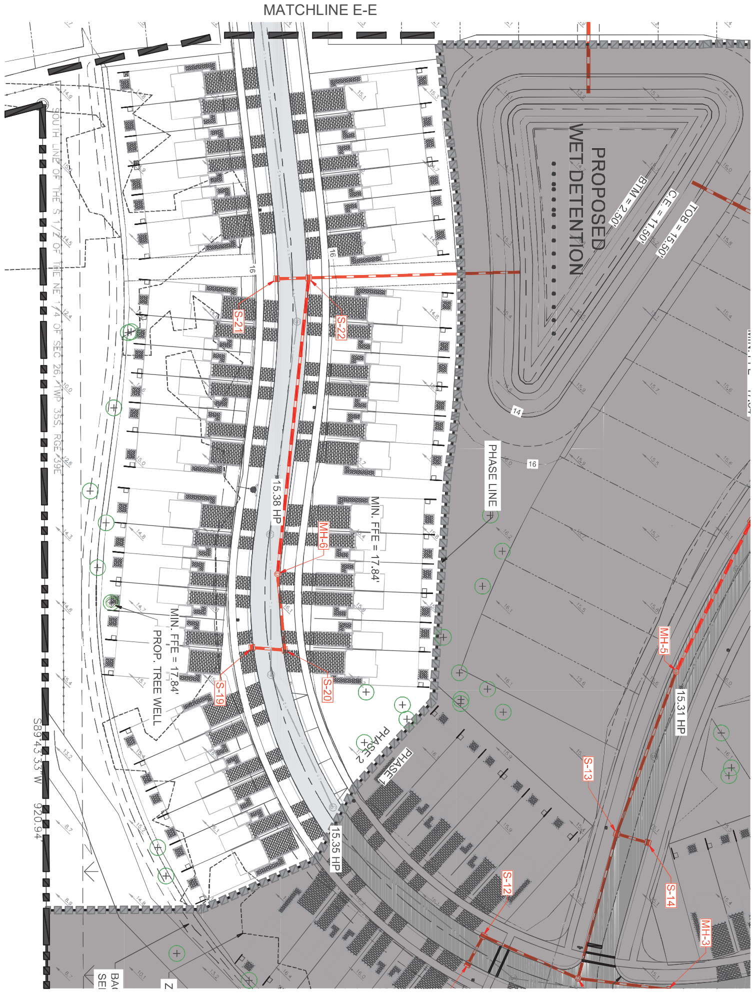
PGD LEGEND:

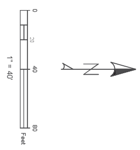
▨	PROPOSED ASPHALT PAVEMENT
▬ ▪ ▬	PROPERTY BOUNDARY
—TOB—	PROPOSED LAKE CONTROL ELEVATION CONTOUR
Ⓓ ▤	PROPOSED DRAINAGE STRUCTURE
▬	PROPOSED DRAINAGE PIPE
—	PROPOSED WATER LINE
—	PROPOSED SEWER LINE
—16—	PROPOSED CONTOUR LINE
×70.5	EXISTING SPOT ELEVATION
±15.09 HP	PROPOSED SPOT ELEVATION
⊕	EX. TREE TO REMAIN IN PLACE

NOTE:

PHASE 2 AREA SHOWN.
ALL PONDS TO BE CONSTRUCTED AS PART OF PHASE 1.

▨	PHASE 1


MATCHLINE E-E
PROPOSED WET DETENTION
TOB = 15.50'
CE = 11.50'
BTM = 2.50'
PHASE LINE
16
14
S-21
S-22
S-19
S-20
MH-6
MH-5
MH-3
S-12
S-13
S-14
15.38 HP
15.31 HP
15.35 HP
MIN. FFE = 17.84'
MIN. FFE = 17.84'
PROP. TREE WELL
PHASE 2
PHASE 1
S89°43'33"W 920.94'
SOUTH LINE OF THE S 1/2 OF THE NE 1/4 OF SEC. 26, TWP. 35S, RGE 39E


N
0
20
40
80
Feet
1" = 40'

GORDY CREEK RESIDENTIAL

CITY OF FORT PIERCE
FLORIDA 34945

THIS SHEET
PHASE 2 GRADING AND DRAINAGE PLAN (CONCEPTUAL)

DRAWN BY	CHECKED BY	APPROVED BY	SCALE:
KKR	JWM	JWM	SEE SHEET

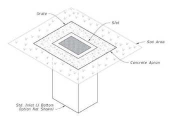
PROJ. NO.	DATE	SHEET NO.
24-170	2025.07.15	C-4C

ISSUE	DATE	COMMENTS

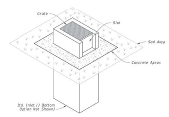
Mills, Short & Associates
PHONE: 772.226.7282
C.A. #: 30698
WEBSITE:
www.MillsShortAssociates.com
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

GENERAL NOTES:

1. Work this Index with Index 425-001 and Index 425-010.
2. Chamfer all exposed edges and corners ½" chamfer or tooled to ½" radius.
3. All reinforcing is Grade 60 bars with 2" minimum cover unless otherwise noted. Cut or bend bars for 1½" clearance around pipe opening. Provide one additional #4 bar above and at each side of pipe opening.
4. Use Concrete Apron on inlets without slots and inlets with non-traversable slots only when called for in the Plans.
5. Quantities are for informational and estimating purposes only.


Grate
Slot
Sod Area
Concrete Apron
Std. Inlet (J Bottom Option Not Shown)

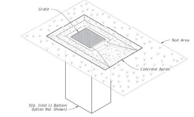
DITCH BOTTOM INLET TYPE C
TRAVERSABLE
(Without Slot – Type D, E, and H Similar, Pipe Connection Not Shown)


Grate
Slot
Sod Area
Concrete Apron
Std. Inlet (J Bottom Option Not Shown)

DITCH BOTTOM INLET TYPE C
NON-TRAVERSABLE
(Slot > 7" Shown – Type D, E, and H Similar, Pipe Connection Not Shown)

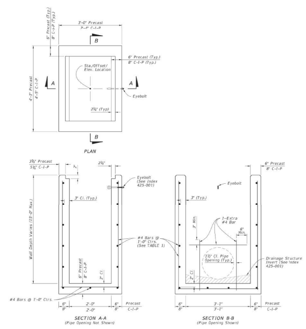
TABLE OF CONTENTS:

Sheet	Description
1	General Notes and Contents
2	Type C – Dimensional, Reinforcing, and Grate Details
3	Type D – Dimensional, Reinforcing, and Grate Details
4	Type E – Dimensional, Reinforcing, and Grate Details
5	Type H (2 & 3 Grate) – Dimensional, Reinforcing, and Steel Grate Details
6	Type H (4 Grate) – Dimensional, Reinforcing, and Steel Grate Details
7	Cast Iron Grate Details
8	Non-Traversable Inlet Details
9	Traversable Inlet Without Slot Details
10	Traversable Inlet With Slot Details
11	Case 1 – Add Traversable Slots to Existing Inlets
12	Case 2 – Add Traversable Slots (Partial) to Existing Inlets
13	Case 3 – Add Traversable Slots (Partial) to Existing Inlets and Ditch Block
14	Alternate A Structure Bottom – Top Slab Details

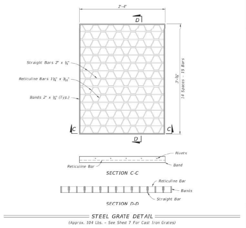

Grate
Sod Area
Concrete Apron
Std. Inlet (J Bottom Option Not Shown)

DITCH BOTTOM INLET TYPE C
TRAVERSABLE
(Single Slot < 7" Shown, Double Slot, Type D, and E Similar, Pipe Connection Not Shown)

LAST REVISION	REVISION	DESCRIPTION:			INDEX	SHEET
11/01/20			FDOT FY 2021-22 STANDARD PLANS	DITCH BOTTOM INLET TYPE C, D, E, AND H	425-052	1 of 14


PLAN
SECTION A-A
(Pipe Opening Not Shown)
SECTION B-B
(Pipe Opening Shown)
6" Precast
8" C-I-P
Precast
C-I-P
Eyebolt
#4 Bars @ 1'-0" Ctrs.
Drainage Structure Invert (See Index 425-001)

DIMENSIONAL AND REINFORCING DETAILS


2'-4"
3'-1⅛"
14 Spaces - 15 Bars
Straight Bars 2" x ¼"
Reticuline Bars 1¾" x 3/16"
Bands 2" x ¼" (Typ.)
Rivets
Band
Reticuline Bar
SECTION C-C
Reticuline Bar
Bands
Straight Bar
SECTION D-D

STEEL GRATE DETAIL
(Approx. 104 Lbs. – See Sheet 7 For Cast Iron Grates)

TABLE 1
HORIZONTAL WALL REINFORCING SCHEDULE

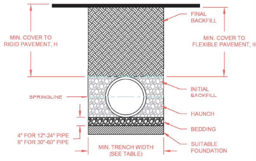
WALL DEPTH	SCHEDULE	AREA (in.²/ft.)	MAX. SPACING	
			BARS	WWF
0' – 15'	A12	0.20	12"	8"

NOTES:

1. Grate, Concrete Apron, and Sod not shown on structure detail.
2. See Sheet 8, 9, and 10 for Concrete Apron and Sodded Area details.

TYPE C - DIMENSIONAL, REINFORCING, AND STEEL GRATE DETAILS

LAST REVISION	REVISION	DESCRIPTION:			INDEX	SHEET
11/01/20			FDOT FY 2021-22 STANDARD PLANS	DITCH BOTTOM INLET TYPE C, D, E, AND H	425-052	2 of 14


FINAL BACKFILL
MIN. COVER TO RIGID PAVEMENT, H
MIN. COVER TO FLEXIBLE PAVEMENT, H
SPRINGLINE
INITIAL BACKFILL
HAUNCH
BEDDING
SUITABLE FOUNDATION
4" FOR 12"-24" PIPE
6" FOR 30"-60" PIPE
MIN. TRENCH WIDTH (SEE TABLE)

RECOMMENDED MINIMUM TRENCH WIDTHS

PIPE DIAM.	MIN. TRENCH WIDTH
4" (100mm)	21" (533mm)
6" (150mm)	23" (584mm)
8" (200mm)	26" (660mm)
10" (250mm)	28" (711mm)
12" (300mm)	30" (762mm)
15" (375mm)	34" (864mm)
18" (450mm)	39" (991mm)
24" (600mm)	48" (1219mm)
30" (750mm)	56" (1422mm)
36" (900mm)	64" (1626mm)
42" (1050mm)	72" (1829mm)
48" (1200mm)	80" (2032mm)
60" (1500mm)	96" (2438mm)

MINIMUM RECOMMENDED COVER BASED ON VEHICLE LOADING CONDITIONS**

PIPE DIAM.	SURFACE LIVE LOADING CONDITION	
	H-25	HEAVY CONSTRUCTION (75T AXLE LAOD) *
12" - 48" (300mm - 1200mm)	12" (305mm)	48" (1219mm)
60" (1500mm)	24" (610mm)	60" (1524mm)

* VEHICLES IN EXCESS OF 75T MAY REQUIRE ADDITIONAL COVER
**SEE BACKFILL REQUIREMENTS IN NOTE 6.

MAXIMUM RECOMMENDED COVER BASED ON VECHICLE LOADING CONDITIONS

PIPE DIAM.	CLASS I		CLASS II		CLASS III
	COMPACTED	DUMPED	95%	90%	95%
4" (100mm)	37 (11.3m)	18 (5.5m)	25 (7.6m)	18 (5.5m)	18 (5.5m)
6" (150mm)	44 (13.4m)	20 (6.1m)	29 (8.8m)	20 (6.1m)	21 (6.4m)
8" (200mm)	32 (9.8m)	15 (4.6m)	22 (6.7m)	15 (4.6m)	16 (4.9m)
10" (250mm)	38 (11.6m)	18 (5.5m)	26 (7.9m)	18 (5.5m)	18 (5.5m)
12" (300mm)	35 (10.7m)	17 (5.2m)	24 (7.3m)	17 (5.2m)	17 (5.2m)
15" (375mm)	38 (11.6m)	17 (5.2m)	25 (7.6m)	17 (5.2m)	18 (5.5m)
18" (450mm)	36 (11.0m)	17 (5.2m)	24 (7.3m)	17 (5.2m)	17 (5.2m)
24" (600mm)	28 (8.5m)	13 (4.0m)	20 (6.1m)	13 (4.0m)	14 (4.3m)
30" (750mm)	28 (8.5m)	13 (4.0m)	20 (6.1m)	13 (4.0m)	14 (4.3m)
36" (900mm)	26 (7.9m)	12 (3.7m)	18 (5.5m)	13 (4.0m)	13 (4.0m)
42" (1050mm)	23 (7.0m)	11 (3.4m)	16 (4.9m)	11 (3.4m)	11 (3.4m)
48" (1200mm)	25 (7.6m)	11 (3.4m)	17 (5.2m)	11 (3.4m)	12 (3.7m)
60" (1500mm)	25 (7.6m)	11 (3.4m)	17 (5.2m)	11 (3.4m)	12 (3.7m)

FILL HEIGHT TABLE GENERATED USING AASHTO SECTION 12, LOAD RESISTANCE FACTOR DESIGN (LRFD) PROCEDURE WITH THE FOLLOWING ASSUMPTIONS:
NO HYDROSTATIC PRESSURE,
UNIT WEIGHT OF SOIL (Ys) = 120 PCF

NOTES:

1. ALL PIPE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS", LATEST ADDITION
2. MEASURES SHOULD BE TAKEN TO PREVENT MIGRATION OF NATIVE FINES INTO BACKFILL MATERIAL, WHEN REQUIRED.
3. FOUNDATION: WHERE THE TRENCH BOTTOM IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH SUITABLE MATERIAL AS SPECIFIED BY THE ENGINEER. AS AN ALTERNATIVE AND AT THE DISCRETION OF THE DESIGN ENGINEER, THE TRENCH BOTTOM MAY BE STABILIZED USING A GEOTEXTILE MATERIAL.
4. BEDDING: SUITABLE MATERIAL SHALL BE CLASS I, II OR III. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. UNLESS OTHERWISE NOTED BY THE ENGINEER, MINIMUM BEDDING THICKNESS SHALL BE 4" (100mm) FOR 4"-24" (100mm-600mm); 6" (150mm) FOR 30"-60" (750mm-1500mm).
5. INITIAL BACKFILL: SUITABLE MATERIAL SHALL BE CLASS I, II OR III IN THE PIPE ZONE EXTENDING TO THE CROWN OF PIPE. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. MATERIAL SHALL BE INSTALLED AS REQUIRED IN ASTM D2321, LATEST EDITION.
6. MINIMUM COVER: MINIMUM COVER, H, IN NON-TRAFFIC APPLICATIONS (GRASS OR LANDSCAPE AREAS) IS 12" FROM THE TOP OF PIPE TO GROUND SURFACE. ADDITIONAL COVER MAY BE REQUIRED TO PREVENT FLOTATION. FOR TRAFFIC APPLICATIONS, MINIMUM COVER, H, IS 12" UP TO 48" DIAMETER PIPE AND 24" OF COVER FOR 60" DIAMETER PIPE, MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TO TOP OF RIGID PAVEMENT. FOR TRAFFIC APPLICATIONS WITH LESS THAN FOUR FEET OF COVER, EMBEDMENT OF THE PIPE SHALL BE USING ONLY A CLASS I OR CLASS II BACKFILL.

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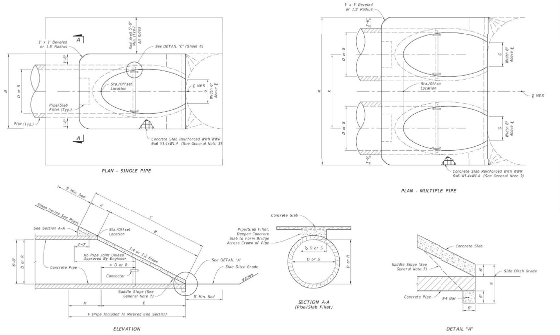
ADVANCED DRAINAGE SYSTEMS, INC. ("ADS") HAS PREPARED THIS DETAIL BASED ON INFORMATION PROVIDED TO ADS. THIS DRAWING IS INTENDED TO DEPICT THE COMPONENTS AS REQUESTED. ADS HAS NOT PERFORMED ANY ENGINEERING OR DESIGN SERVICES FOR THIS PROJECT, NOR HAS ADS INDEPENDENTLY VERIFIED THE INFORMATION SUPPLIED. THE INSTALLATION DETAILS PROVIDED HEREIN AREGENERAL RECOMMENDATIONS AND ARE NOT SPECIFIC FOR THIS PROJECT. THE DESIGN ENGINEER SHALL REVIEW THESE DETAILS PRIOR TO CONSTRUCTION. IT IS THE DESIGN ENGINEERS RESPONSIBILITY TO ENSURE THE DETAILS PROVIDED HEREIN MEETS OR EXCEEDS THE APPLICABLE NATIONAL, STATE, OR LOCAL REQUIREMENTS AND TO ENSURE THAT THE DETAILS PROVIDED HEREIN ARE ACCEPTABLE FOR THIS PROJECT.

REV.	DESCRIPTION	BY	MM/DD/YY	CHK'D
6	INITIAL BACKFILL	JAB	04/02/20	

TRENCH INSTALLATION DETAIL (N-12 PER AASHTO)
DRAWING NUMBER: STD-101
ADVANCED DRAINAGE SYSTEMS, INC.
4640 TRUEMAN BLVD
HILLIARD, OHIO 43026
TJR
12/29/16
NTS
1 OF 1

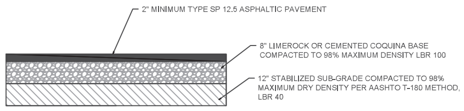

1' x 1' Beveled or 1.5' Radius
Sod Area 5'-0" Min. (Typ.) All Sides
See DETAIL "C" (Sheet 6)
Sta./Offset Location
℄ MES
Width 6" Above ℄
Pipe/Slab Fillet (Typ.)
Pipe (Typ.)
Concrete Slab Reinforced With WWR 6x6-W1.4xW1.4 (See General Note 3)
PLAN - SINGLE PIPE
PLAN - MULTIPLE PIPE
5' Min. Sod
Slope Varies See Plans
See Section A-A
1:4 or 1:2 Slope
No Pipe Joint Unless Approved By Engineer
Concrete Pipe
Connector
Saddle Slope (See General Note 7)
See DETAIL "A"
Side Ditch Grade
Varies
F (Pipe Included In Mitered End Section)
ELEVATION
Concrete Slab
Pipe/Slab Fillet: Deepen Concrete Slab to Form Bridge Across Crown of Pipe
SECTION A-A
(Pipe/Slab Fillet)
#4 Bar
DETAIL "A"

ROUND CONCRETE PIPE
(Elliptical Pipe Similar)

NOTE: See Table 1 on Sheet 3 for Dimensions and Quantities.

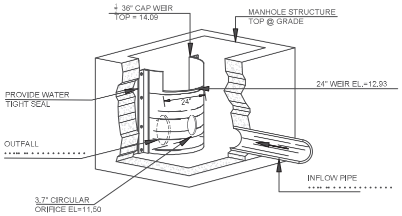
SINGLE AND MULTIPLE CONCRETE PIPE

LAST REVISION	REVISION	DESCRIPTION:			INDEX	SHEET
11/01/19			FDOT FY 2023-24 STANDARD PLANS	CROSS DRAIN MITERED END SECTION	430-021	2 of 6


2" MINIMUM TYPE SP 12.5 ASPHALTIC PAVEMENT
8" LIMEROCK OR CEMENTED COQUINA BASE COMPACTED TO 98% MAXIMUM DENSITY LBR 100
12" STABILIZED SUB-GRADE COMPACTED TO 98% MAXIMUM DRY DENSITY PER AASHTO T-180 METHOD, LBR 40

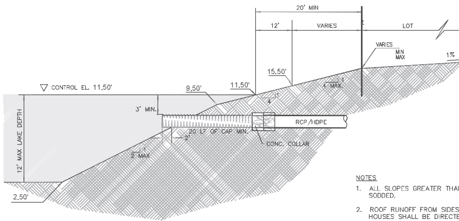
ASPHALT PAVEMENT

SCALE: N.T.S.


½ 36" CAP WEIR TOP = 14.09
MANHOLE STRUCTURE TOP @ GRADE
24" WEIR EL.=12.93
24"
PROVIDE WATER TIGHT SEAL
OUTFALL
INFLOW PIPE
3.7" CIRCULAR ORIFICE EL=11.50

CONTROL STRUCTURE CS-1
MODIFIED FDOT (TYPE 'J-A ALT B') STRUCTURE

SCALE = N.T.S.

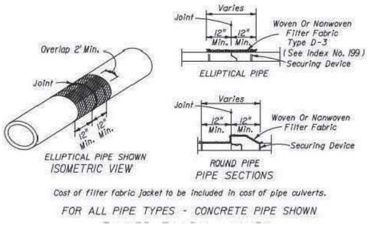

20' MIN
12'
VARIES
LOT
VARIES
MIN
MAX
1% MIN.
15.50'
4 MAX.
CONTROL EL. 11.50'
9.50'
11.50'
3' MIN.
RCP/HDPE
20 LF OF CAP MIN.
2'
CONC. COLLAR
2 MAX
12' MAX LAKE DEPTH
2.50'

NOTES

1. ALL SLOPES GREATER THAN 1:6 SHALL BE SODDED.
2. ROOF RUNOFF FROM SIDES AND REAR OF HOUSES SHALL BE DIRECTED TOWARD SIDE AND REAR YARD SWALES OR DRAINS ACCORDINGLY.

TYPICAL LAKE SECTION

SCALE: N.T.S.

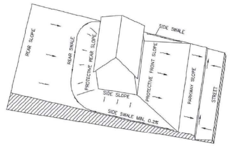

Overlap 2' Min.
Joint
12" Min.
ELLIPTICAL PIPE SHOWN
ISOMETRIC VIEW
Varies
Woven Or Nonwoven Filter Fabric Type D-3 (See Index No. 199)
Securing Device
ELLIPTICAL PIPE
Woven Or Nonwoven Filter Fabric
ROUND PIPE
PIPE SECTIONS

Cost of filter fabric jacket to be included in cost of pipe culverts.

FOR ALL PIPE TYPES - CONCRETE PIPE SHOWN

FILTER FABRIC DETAIL

SCALE: N.T.S.


REAR SLOPE
REAR SWALE
PROTECTIVE REAR SLOPE
SIDE SWALE
PROTECTIVE FRONT SLOPE
SIDE SLOPE
SIDE SWALE MIN. 0.2%
PARKWAY SLOPE
STREET

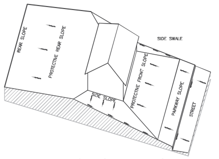
TYPE 'A' LOT GRADING DETAIL

N.T.S.

(DRAINAGE TO BOTH STREET
AND REAR LOT LINE)
ALL LOTS

NOTES

1. ALL SLOPES GREATER THAN 1:6 SHALL BE SODDED.
2. ROOF RUNOFF FROM SIDES AND REAR OF HOUSES SHALL BE DIRECTED TOWARD SIDE AND REAR YARD SWALES ACCORDINGLY.
3. YARD GRADING MUST BE IN CONFORMANCE WITH FBC.
4. MIN. FINISHED FLOOR MUST BE 18" ABOVE CROWN OF ROAD.
5. FINISHED FLOOR ELEV. TO BE APPROVED THROUGH BLDG PERMIT PLOT PLANS.


REAR SLOPE
PROTECTIVE REAR SLOPE
SIDE SWALE
PROTECTIVE FRONT SLOPE
SIDE SLOPE
PARKWAY SLOPE
STREET

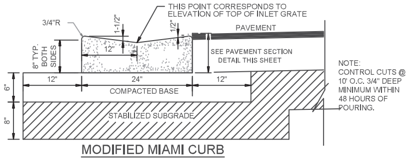
TYPE 'B' LOT GRADING DETAIL

N.T.S.

(DRAINAGE TO BOTH STREET
AND REAR LOT LINE)
ALL LOTS

NOTES

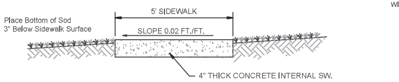
1. ALL SLOPES GREATER THAN 1:6 SHALL BE SODDED.
2. ROOF RUNOFF FROM SIDES AND REAR OF HOUSES SHALL BE DIRECTED TOWARD SIDE AND REAR YARD SWALES ACCORDINGLY.
3. YARD GRADING MUST BE IN CONFORMANCE WITH FBC.
4. MIN. FINISHED FLOOR MUST BE 18" ABOVE CROWN OF ROAD.
5. FINISHED FLOOR ELEV. TO BE APPROVED THROUGH BLDG PERMIT PLOT PLANS.


3/4"R
1-1/2"
1/2"
THIS POINT CORRESPONDS TO ELEVATION OF TOP OF INLET GRATE
PAVEMENT
8" TYP. BOTH SIDES
12"
SEE PAVEMENT SECTION DETAIL THIS SHEET
6"
8"
24"
COMPACTED BASE
STABILIZED SUBGRADE

NOTE:
CONTROL CUTS @ 10' O.C. 3/4" DEEP MINIMUM WITHIN 48 HOURS OF POURING.

MODIFIED MIAMI CURB

SCALE: N.T.S.


5' SIDEWALK
SLOPE 0.02 FT./FT.
Place Bottom of Sod 3" Below Sidewalk Surface

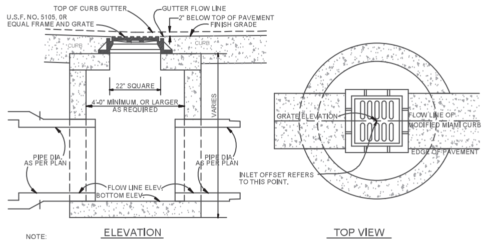
4" THICK CONCRETE INTERNAL SW.
6" THICK CONCRETE w/ FIBER MESH, FDOT R/W SW.
MINIMUM 3,000 P.S.I. @ 28 DAYS.

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-FEET.
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.

SIDEWALK DETAIL

N.T.S.


TOP OF CURB GUTTER
GUTTER FLOW LINE
U.S.F. NO. 5105, 0R EQUAL FRAME AND GRATE
2" BELOW TOP OF PAVEMENT
FINISH GRADE
CURB
22" SQUARE
4'-0" MINIMUM, OR LARGER AS REQUIRED
VARIES
PIPE DIA. AS PER PLAN
FLOW LINE ELEV.
BOTTOM ELEV.
ELEVATION
GRATE ELEVATION
FLOW LINE OF MODIFIED MIAMI CURB
EDGE OF PAVEMENT
INLET OFFSET REFERS TO THIS POINT.
TOP VIEW

NOTE:
1. FOR JUNCTION BOX USE STANDARD STRUCTURE BOTTOM AND TOP SLAB "TYPE P" OR "TYPE J", IN ACCORDANCE WITH F.D.O.T. STANDARD INDEX No. 200.

TYPICAL MODIFIED MIAMI CURB INLET

SCALE: N.T.S.

Mills, Short & Associates
PHONE: 772.226.7282
C.A. #: 30698
WEBSITE:
www.MillsShortAssociates.com
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

ISSUE	DATE	COMMENTS

GORDY CREEK RESIDENTIAL
CITY OF FORT PIERCE
FLORIDA 34945

THIS SHEET
GRADING AND DRAINAGE DETAILS

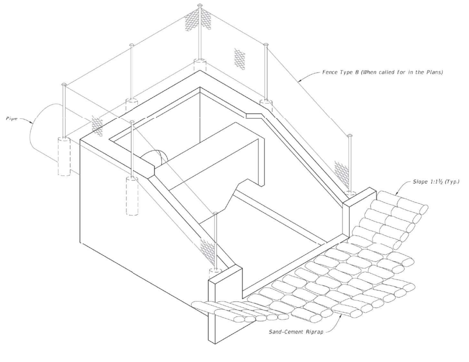
DRAWN BY	CHECKED BY	APPROVED BY	SCALE:
KKR	JWM	JWM	SEE SHEET

PROJ. NO.	24-170
DATE	2025.07.15
SHEET NO.	C-5A

GENERAL NOTES:

1. Use Class II concrete.
2. Chamfer all exposed edges ¾".
3. See Index 550-002 for details of Type B fencing.
4. Quantities shown are for estimating purposes only.
5. Install Type D-2 geotextile in accordance with Specification 514.

TABLE OF CONTENTS:	
Sheet	Description
1	General Notes and Contents
2	Dimensional Details
3	Reinforcing Details and Bending Diagram


Fence Type B (When called for in the Plans)
Pipe
Slope 1:1½ (Typ.)
Sand-Cement Riprap

U-TYPE CONCRETE ENDWALLS

LAST REVISION	REVISION	DESCRIPTION:		FY 2024-25 STANDARD PLANS	U-TYPE CONCRETE ENDWALLS ENERGY DISSIPATOR 30" TO 72" PIPE	INDEX	SHEET
11/01/23			FDOT			430-012	1 of 3

NOTES:

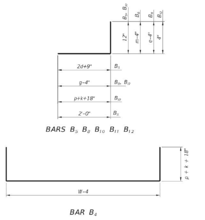
1. All bar dimensions are measured out to out.
2. All Bars are size #4 unless otherwise noted.
3. Install reinforcing steel with a minimum of 2" cover.
4. Bars B6 and B7 (N.S. and F.S.) equivalent in size to B_5 (cut and bend as required)
5. Bars V_1, V_2, V_3, V_4, V_5, H_1, H_2, H_3, H_4, and H_5 are straight bars.

LEGEND:

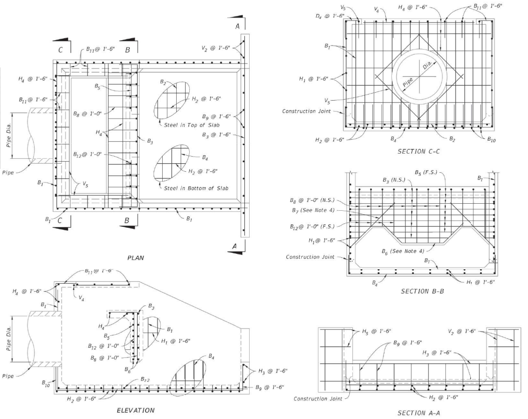
H = Horizontal Bars
V = Vertical Bars
B = Bent Bars
D = Dowels or Diagonal Bars

BENT BARS TABLE

Pipe	B_1		B_2		B_3		B_4		B_5		B_{10}	
	Size (No.)	Spacing (Ft.-In.)	Size (No.)	Spacing (Ft.-In.)	Size (No.)	Spacing (Ft.-In.)	Size (No.)	Spacing (Ft.-In.)	Size (No.)	Spacing (Ft.-In.)	Size (No.)	Spacing (Ft.-In.)
30"	4	0-9½	4	1-6	5	0-11	4	0-9½	5	0-5½	4	0-9½
36"	5	1-0	4	1-6	5	0-10	5	1-0	5	0-5	5	1-0
42"	5	0-11	4	1-6	6	1-1	5	0-11	6	0-6½	5	0-11
48"	5	0-9½	4	1-0	6	1-0	5	0-9½	6	0-6	5	0-9½
54"	5	0-8½	4	0-10	7	1-1	5	0-8½	7	0-6½	5	0-8½
60"	6	0-10	5	1-1	7	1-0	6	0-10	7	0-6	6	0-10
66"	6	0-8½	5	0-11½	7	0-11	6	0-8½	7	0-5½	6	0-8½
72"	6	0-7½	5	0-10	7	0-10	6	0-7½	7	0-5	6	0-7½


B_5, B_{10}
B_8
B_{11}
B_{12}
12"
m-4"
e-4"
4"
2d+9" B_5
g-4" B_8, B_{12}
p+k+18" B_{10}
2'-0" B_{11}
BARS B_5 B_8 B_{10} B_{11} B_{12}
p + k + 18"
W-4
BAR B_4

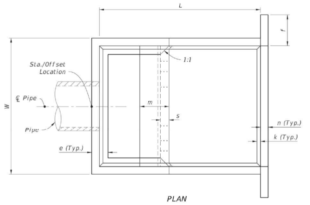
BENDING DIAGRAM


A
C
B
B_{11} @ 1'-6"
V_2 @ 1'-6"
H_4 @ 1'-6"
B_{11} @ 1'-6"
B_5
B_2
H_2 @ 1'-6"
B_8 @ 1'-0"
B_9 @ 1'-6"
Steel in Top of Slab
Pipe Dia.
H_4
B_3
B_3 @ 1'-6"
B_{12} @ 1'-0"
B_4
H_2 @ 1'-6"
Pipe
V_5
Steel in Bottom of Slab
B_1
PLAN
H_4 @ 1'-6"
V_4
B_1
H_1 @ 1'-6"
B_6
B_{22}
B_{10}
H_2 @ 1'-6"
H_3 @ 1'-6"
B_9 @ 1'-6"
ELEVATION
V_5
D_4 @ 1'-6"
V_4
Pipe Dia.
H_1 @ 1'-6"
Construction Joint
H_2 @ 1'-6"
B_{10}
SECTION C-C
B_5 (F.S.)
B_3 (N.S.)
B_8 @ 1'-0" (N.S.)
B_7 (See Note 4)
B_{12} @ 1'-0" (F.S.)
H_1 @ 1'-6"
B_6 (See Note 4)
SECTION B-B
H_5 @ 1'-6"
V_2 @ 1'-6"
SECTION A-A

REINFORCING DETAILS

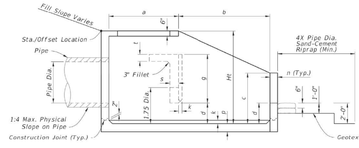
REINFORCING DETAILS AND BENDING DIAGRAM

LAST REVISION	REVISION	DESCRIPTION:		FY 2024-25 STANDARD PLANS	U-TYPE CONCRETE ENDWALLS ENERGY DISSIPATOR 30" TO 72" PIPE	INDEX	SHEET
11/01/19			FDOT			430-012	3 of 3

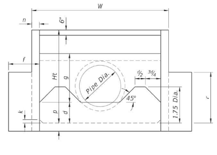

L
f
W
Sta./Offset Location
℄ Pipe
Pipe
1:1
m
s
e (Typ.)
n (Typ.)
k (Typ.)

PLAN

Pipe		DIMENSION TABLE																Concrete (CY)	Reinf. Steel (lb)	Sand-Cement Riprap (Nom.) (CY)
Dia.	Area (SF)	Feet - Inches											Inches							
		W	Ht	L	a	b	c	d	e	f	g	m	n	p	s	t	k			
30"	4.91	9-0	6-3	10-8	4-7	6-1	3-4	1-4	1-2	2-6	3-0	1-11	6	6½	7	7	3	6.72	736	10.6
36"	7.07	10-5	7-3	12-4	5-3	7-1	3-10	1-7	1-3	3-0	3-6	2-3	7	7½	8	8	3	10.34	1,072	13.6
42"	9.62	11-10	8-0	14-0	6-0	8-0	4-5	1-9	1-6	3-0	3-11	2-6	8	8½	9	8	4	14.82	1,429	17.5
48"	12.57	13-3	9-0	15-8	6-9	8-11	4-11	2-0	1-7	3-0	4-5	2-10	9	9½	10	8	4	20.36	2,000	22.1
54"	15.90	14-8	9-9	17-4	7-4	10-0	5-5	2-2	1-10	3-0	4-11	3-0	10	10½	10	8	4	27.19	2,659	27.2
60"	13.63	16-1	10-9	19-0	8-0	11-0	5-11	2-5	1-11	3-0	5-4	3-4	11	11½	11	8	6	34.49	3,552	32.5
66"	23.76	17-3	11-6	20-6	8-8	11-10	6-5	2-7	2-1	3-0	5-9	3-7	12	12½	12	8	6	42.82	4,472	38.3
72"	28.27	18-6	12-3	22-0	9-3	12-9	6-11	2-9	2-3	3-0	6-2	3-9	12	12½	12	8	6	50.68	5,426	44.5


Fill Slope Varies
a
b
6"
Sta./Offset Location
Pipe
t
3" Fillet
g
Ht
4X Pipe Dia. Sand-Cement Riprap (Min.)
n (Typ.)
Pipe Dia.
s
c
1.75 Dia.
2"
k
d
p
6"
1'-0"
2'-0"
1:4 Max. Physical Slope on Pipe
Construction Joint (Typ.)
Geotextile

ELEVATION

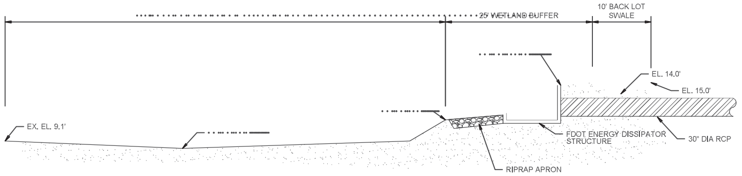

W
n
6"
f
Ht
g
Pipe Dia.
45°
1.75 Dia.
r
e
d

FRONT VIEW

DIMENSIONAL DETAILS

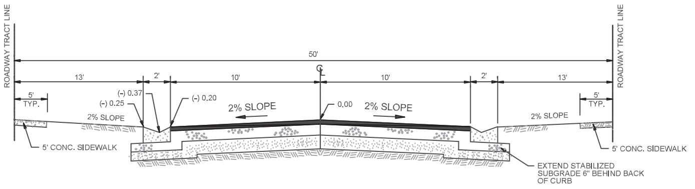
DIMENSIONAL DETAILS

LAST REVISION	REVISION	DESCRIPTION:		FY 2024-25 STANDARD PLANS	U-TYPE CONCRETE ENDWALLS ENERGY DISSIPATOR 30" TO 72" PIPE	INDEX	SHEET
11/01/23			FDOT			430-012	2 of 3


25' WETLAND BUFFER
10' BACK LOT SWALE
EL. 14.0'
EL. 15.0'
EX. EL. 9.1'
FDOT ENERGY DISSIPATOR STRUCTURE
30" DIA RCP
RIPRAP APRON

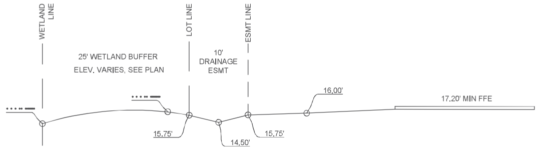
WETLAND OUTFALL LONGITUDINAL CROSS SECTION

SCALE: N.T.S.

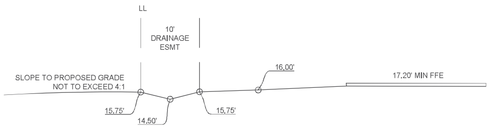

ROADWAY TRACT LINE
ROADWAY TRACT LINE
50'
13'
2'
10'
10'
2'
13'
5' TYP.
5' TYP.
(-) 0.37
(-) 0.25
(-) 0.20
0.00
2% SLOPE
2% SLOPE
2% SLOPE
2% SLOPE
5' CONC. SIDEWALK
5' CONC. SIDEWALK
EXTEND STABILIZED SUBGRADE 6" BEHIND BACK OF CURB

TYPICAL INTERNAL ROADWAY TRACT SECTION

SCALE: N.T.S.


WETLAND LINE
LOT LINE
ESMT LINE
25' WETLAND BUFFER ELEV. VARIES, SEE PLAN
10' DRAINAGE ESMT
16.00'
17.20' MIN FFE
15.75'
14.50'
15.75'

SECTION A-A
BACK LOT DRAINAGE SWALE
SCALE: 1" = 10'


LL
10' DRAINAGE ESMT
SLOPE TO PROPOSED GRADE NOT TO EXCEED 4:1
16.00'
17.20' MIN FFE
15.75'
14.50'
15.75'

SECTION B-B
BACK LOT DRAINAGE SWALE
SCALE: 1" = 10'

Mills, Short & Associates
PHONE: 772.226.7282
C.A. #: 30698
WEBSITE:
www.MillsShortAssociates.com
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

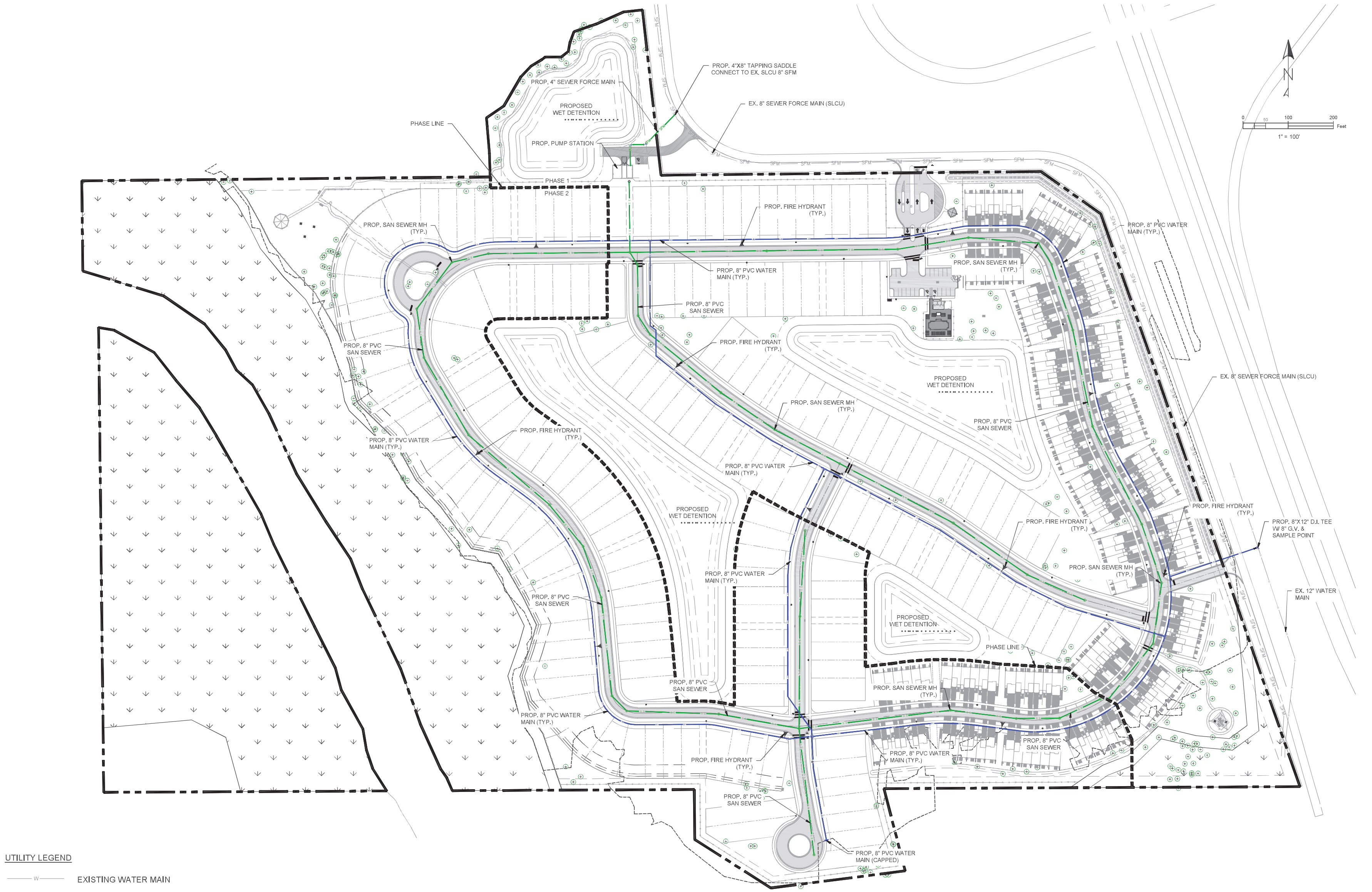
ISSUE	DATE	COMMENTS

GORDY CREEK RESIDENTIAL
CITY OF FORT PIERCE
FLORIDA 34945

THIS SHEET
GRADING AND DRAINAGE DETAILS

DRAWN BY: KKR
CHECKED BY: JWM
APPROVED BY: JWM
SCALE: SEE SHEET

PROJ. NO. 24-170
DATE 2025.07.15
SHEET NO.
C-5B


PROP. 4"X8" TAPPING SADDLE
CONNECT TO EX. SLCU 8" SFM
PROP. 4" SEWER FORCE MAIN
EX. 8" SEWER FORCE MAIN (SLCU)
PROPOSED WET DETENTION
PHASE LINE
PROP. PUMP STATION
PHASE 1
PHASE 2
PROP. FIRE HYDRANT (TYP.)
PROP. SAN SEWER MH (TYP.)
PROP. 8" PVC WATER MAIN (TYP.)
PROP. 8" PVC SAN SEWER
EX. 12" WATER MAIN
PROP. 8"X12" D.I. TEE W/ 8" G.V. & SAMPLE POINT
PROP. 8" PVC WATER MAIN (CAPPED)
SFM
N
0
50
100
200
Feet
1" = 100'

UTILITY LEGEND

—W—	EXISTING WATER MAIN
—SFM—	EXISTING SAN. SEWER FORCE MAIN
—W—	PROPOSED WATER LINE
—S S—	PROPOSED SAN SEWER LINE
—SFM—	PROPOSED FORCE MAIN
	PROPOSED FDC
	PROPOSED FIRE HYDRANT
Ⓢ	PROPOSED SAN SEWER MANHOLE

CONTRACTOR'S NOTE:

EXISTING UTILITY LOCATIONS ARE BASED ON MAPS FROM ST. LUCIE COUNTY UTILITIES. FIELD VERIFY IMMEDIATELY UPON START OF CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES REGARDING SIZE, LOCATION, AND FEASIBILITY OF TIE-INS.

GENERAL CONTRACTOR IS RESPONSIBLE FOR ALL CONNECTIONS TO EXISTING UTILITIES.

BENCHMARKS

ALL ELEVATIONS REFER TO NORTH AMERICAN VERTICAL DATUM OF 1988.

Mills, Short & Associates
PHONE: 772.226.7282
C.A. #: 30698
WEBSITE:
www.MillsShortAssociates.com
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

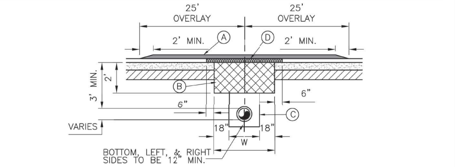
ISSUE	DATE	COMMENTS

GORDY CREEK RESIDENTIAL
CITY OF FORT PIERCE
FLORIDA 34945

THIS SHEET
CONCEPTUAL UTILITY PLAN

DRAWN BY	CHECKED BY	APPROVED BY	SCALE:
KKR	JWM	JWM	SEE SHEET

PROJ. NO. 24-170
DATE 2025.07.15
SHEET NO.
C-6


25' OVERLAY
25' OVERLAY
2' MIN.
2' MIN.
A
D
B
C
3' MIN.
2'
6"
6"
VARIES
18"
18"
W
BOTTOM, LEFT, & RIGHT SIDES TO BE 12" MIN.

Ⓐ OVERLAY 25 FEET FROM CENTER LINE OF TRENCH, BOTH SIDES OF OPEN CUT WITH 1" MINIMUM TYPE SP-9.5 ASPHALT OR MATCH EXISTING SURFACE MATERIAL WHEN POSSIBLE.

Ⓑ CONSTRUCT 2.0' DEEP X WIDTH AND LENGTH OF TRENCH WITH CEMENTED COQUINA OR LIMEROCK (LBR 100). SEE SPECIFICATIONS NOTE #2 BELOW FOR COMPACTION REQUIREMENTS.

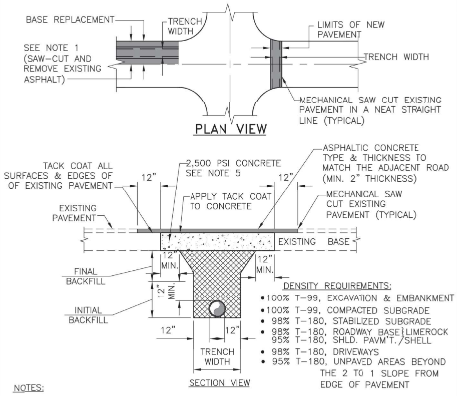
Ⓒ PROVIDE CLEAN BACKFILL. BACKFILL SHALL BE REPLACED IN 6" LAYERS. EACH LAYER SHALL BE MECHANICALLY COMPACTED TO A MINIMUM 100% DENSITY AS DETERMINED BY AASHTO T-99, METHOD "C".

Ⓓ DITCH WIDTH (W)+12", MATCH EXISTING TYPE AND THICKNESS OF ASPHALT (MINIMUM OF 2" OF TYPE SP-9.5)

NOTES:

1. REPLACED BASE MATERIAL OVER DITCH SHALL BE AS SHOWN ABOVE.
2. BASE MATERIAL SHALL BE PLACED IN 6" LAYERS OR AS OTHERWISE APPROVED AND EACH LAYER THOROUGHLY MECHANICALLY COMPACTED TO (98%) DENSITY AS DETERMINED BY AASHTO T-180.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE LAPPED AND FEATHERED.
4. ALL PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
5. SURFACE MATERIAL WILL BE CONSISTENT WITH EXISTING SURFACE OR AS OTHERWISE DIRECTED (TYPE SP-9.5) AND PLACED IN ACCORDANCE WITH FDOT REQUIREMENTS.
6. A MINIMUM OF TWO DENSITY TESTS SHALL BE TAKEN FOR EACH SIX (6) INCH LIFT OF SUBGRADE AND EACH OPEN CUT CROSSING. WHEN THE SPECIFIED COMPACTED BASE IS GREATER THAN SIX AND ONE-HALF (6-1/2) INCHES THE BASE SHALL BE CONSTRUCTED IN TWO OR MORE COURSES. PROCTORS FOR MATERIALS USED IN BACK-FILLING SHALL BE OBTAINED BY A CERTIFIED LABORATORY. DENSITY TESTS SHALL BE CONDUCTED BY A CERTIFIED LABORATORY OR THE PERMITTEE'S CONSULTANTS. THE PERCENTAGE OF MAXIMUM DENSITY REQUIRED SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS. A COPY OF ALL COMPLETED AND ACCEPTED DENSITY TESTS SHALL BE FURNISHED TO THE ENGINEER'S OFFICE PRIOR TO FINAL INSPECTION.

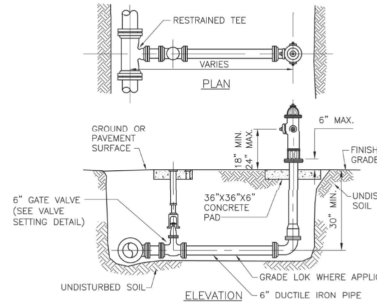
ST. LUCIE COUNTY FLORIDA UTILITIES
ST. LUCIE COUNTY WATER & WASTEWATER CONSTRUCTION STANDARDS
FLEXIBLE PAVEMENT REPLACEMENT DETAIL
DATE APPROVED: DECEMBER 2015 DRAWING NUMBER: G-7


BASE REPLACEMENT
SEE NOTE 1 (SAW-CUT AND REMOVE EXISTING ASPHALT)
TRENCH WIDTH
LIMITS OF NEW PAVEMENT
TRENCH WIDTH
MECHANICAL SAW CUT EXISTING PAVEMENT IN A NEAT STRAIGHT LINE (TYPICAL)
PLAN VIEW
TACK COAT ALL SURFACES & EDGES OF OF EXISTING PAVEMENT
12"
2,500 PSI CONCRETE SEE NOTE 5
12"
ASPHALTIC CONCRETE TYPE & THICKNESS TO MATCH THE ADJACENT ROAD (MIN. 2" THICKNESS)
APPLY TACK COAT TO CONCRETE
MECHANICAL SAW CUT EXISTING PAVEMENT (TYPICAL)
EXISTING PAVEMENT
EXISTING BASE
12" MIN.
12" MIN.
12" MIN.
FINAL BACKFILL
INITIAL BACKFILL
12"
12"
TRENCH WIDTH
SECTION VIEW
DENSITY REQUIREMENTS:
•100% T-99, EXCAVATION & EMBANKMENT
•100% T-99, COMPACTED SUBGRADE
• 98% T-180, STABILIZED SUBGRADE
• 98% T-180, ROADWAY BASE LIMEROCK
95% T-180, SHLD. PAVM'T./SHELL
• 98% T-180, DRIVEWAYS
• 95% T-180, UNPAVED AREAS BEYOND THE 2 TO 1 SLOPE FROM EDGE OF PAVEMENT

NOTES:

1. PAVEMENT RESTORATIONS FOR LONGITUDINAL CUTS IN ALL STREETS SHALL BE FULL LANE WIDTH, WITH FULL LANE WIDTH RESURFACING FOR EACH LANE WITHIN THE LIMITS OF THE CUT.
2. WHEN AN ARTERIAL OR MAJOR COLLECTOR STREET IS OPEN CUT WITHIN THE LIMITS OF THE ROADWAY INTERSECTION, THE ENTIRE INTERSECTION SHALL BE OVERLAID WITH ASPHALTIC CONCRETE.
3. WHEN STREETS OTHER THAN ARTERIALS OR MAJOR COLLECTORS ARE OPEN CUT MORE THAN TWO TIMES AT THE INTERSECTION, THE ENTIRE INTERSECTION SHALL BE OVERLAID WITH ASPHALTIC CONCRETE. TWO OPEN CUTS OR LESS AT THE INTERSECTION WILL REQUIRE OVERLAYING WITH ASPHALT ONLY IN THE OPEN CUT AREA.
4. THE CONTRACTOR SHALL BE REQUIRED TO DOCUMENT ALL PAVEMENT MARKINGS PRIOR TO OVERLAY. THE CONTRACTOR SHALL THEN PLACE NEW PAVEMENT MARKINGS AT THE SAME LOCATIONS. PAVEMENT MARKINGS SHALL BE IN ACCORDANCE TO F.D.O.T. SECTION 711.
5. 2500 PSI CONCRETE THICKNESS SHALL MATCH EXISTING BASE THICKNESS (6" MIN.)

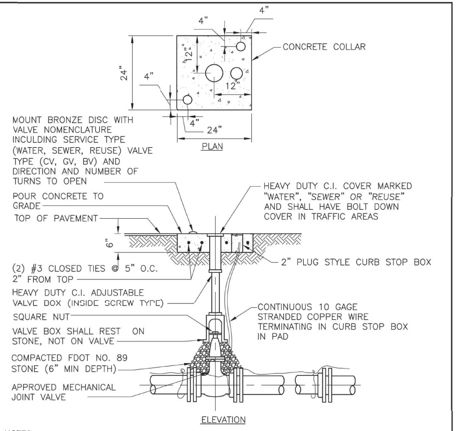
ST. LUCIE COUNTY FLORIDA UTILITIES
ST. LUCIE COUNTY WATER & WASTEWATER CONSTRUCTION STANDARDS
UTILITY ROAD CUT PAVEMENT RESTORATION
DATE APPROVED: DECEMBER 2015 DRAWING NUMBER: G-8


RESTRAINED TEE
VARIES
PLAN
GROUND OR PAVEMENT SURFACE
6" MAX.
18" MIN.
24" MAX.
FINISH GRADE
6" GATE VALVE (SEE VALVE SETTING DETAIL)
36"X36"X6" CONCRETE PAD
30" MIN.
UNDISTURBED SOIL
GRADE LOK WHERE APPLICABLE
UNDISTURBED SOIL
ELEVATION
6" DUCTILE IRON PIPE

NOTES:

1. HYDRANTS SHALL BE INSTALLED PLUMB AND TRUE.
2. VALVES SHALL BE PLACED ADJACENT TO MAIN, AND TIED TO TEE.
3. PUMPER NOZZLE SHALL FACE STREET.
4. ALL HYDRANTS SHALL BE CONNECTED TO THE MAIN WITH RESTRAINED TEE.
5. HYDRANTS SHALL NOT BE PLACED IN SIDEWALK, ROADWAYS OR BIKEPATHS.
6. ALL PIPE AND FITTINGS SHALL BE RESTRAINED.
7. HYDRANT BARREL COLOR TO BE RED.
8. THE CONNECTOR PIPE SHALL BE CEMENT LINED DUCTILE IRON, CLASS 350.
9. HYDRANT EXTENSIONS SHALL NOT BE ALLOWED.
10. NEWLY CONSTRUCTED FIRE HYDRANTS THROUGHOUT THE PROJECT SHALL HAVE A RED "OUT OF SERVICE" DISK (JOSEPH G. POLLARD CO. OR EQUAL) ATTACHED TO 6" PUMPER NOZZLE CAP. DISK TO BE REMOVED AFTER WATER SYSTEM HAS BEEN APPROVED FOR SERVICE BY THE DISTRICT.

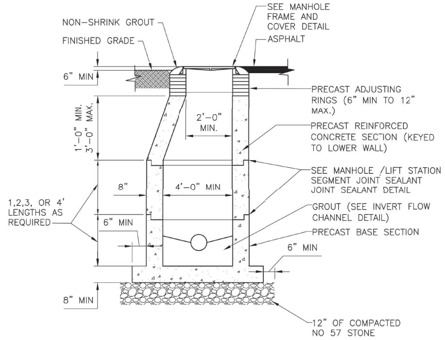
ST. LUCIE COUNTY FLORIDA UTILITIES
ST. LUCIE COUNTY WATER & WASTEWATER CONSTRUCTION STANDARDS
FIRE HYDRANT INSTALLATION DETAIL
DATE APPROVED: DECEMBER 2015 DRAWING NUMBER: W-6


4"
4"
CONCRETE COLLAR
12"
24"
4"
12"
4"
24"
PLAN
MOUNT BRONZE DISC WITH VALVE NOMENCLATURE INCULDING SERVICE TYPE (WATER, SEWER, REUSE) VALVE TYPE (CV, GV, BV) AND DIRECTION AND NUMBER OF TURNS TO OPEN
POUR CONCRETE TO GRADE
TOP OF PAVEMENT
HEAVY DUTY C.I. COVER MARKED "WATER", "SEWER" OR "REUSE" AND SHALL HAVE BOLT DOWN COVER IN TRAFFIC AREAS
6"
(2) #3 CLOSED TIES @ 5" O.C. 2" FROM TOP
2" PLUG STYLE CURB STOP BOX
HEAVY DUTY C.I. ADJUSTABLE VALVE BOX (INSIDE SCREW TYPE)
SQUARE NUT
CONTINUOUS 10 GAGE STRANDED COPPER WIRE TERMINATING IN CURB STOP BOX IN PAD
VALVE BOX SHALL REST ON STONE, NOT ON VALVE
COMPACTED FDOT NO. 89 STONE (6" MIN DEPTH)
APPROVED MECHANICAL JOINT VALVE
ELEVATION

NOTES:

1. WHEN TOP OF OPERATING NUT IS DEEPER THAN 42", A STAINLESS STEEL EXTENSION WILL BE REQUIRED TO BRING OPERATING NUT 12" BELOW FINISHED GRADE. A STAINLESS STEEL CENTERING PLATE, WELDED TO THE EXTENSION, IS ALSO REQUIRED.
2. COVER SHALL BE PAINTED FEDERAL SAFETY BLUE FOR WATER MAINS, GREEN FOR SEWER MAINS AND PURPLE FOR RECLAIMED MAINS.
3. C900 P.V.C. OR D.I.P. RISER PIPE SHALL BE ADDED TO EXTEND THE VALVE BOX AS REQUIRED.
4. REFLECTIVE PAVEMENT MARKERS (RPM) SHALL BE 6" FROM THE EDGE OF PAVEMENT AS PER DOT INSTALLATION SPECIFICATIONS. WATER RPM'S "BLUE", SEWER RPM'S "GREEN" AND RECLAIMED WATER RPM'S "PURPLE".

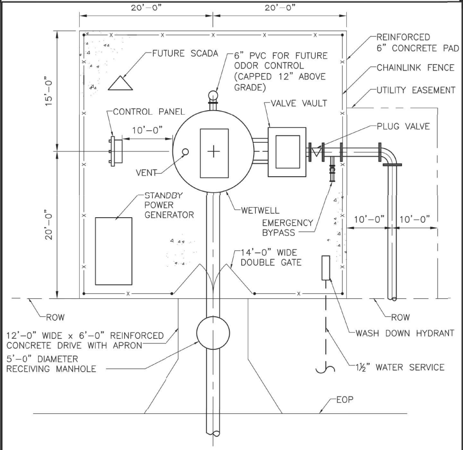
ST. LUCIE COUNTY FLORIDA UTILITIES
ST. LUCIE COUNTY WATER & WASTEWATER CONSTRUCTION STANDARDS
VALVE SETTING DETAIL (GATE VALVE)
DATE APPROVED: DECEMBER 2015 DRAWING NUMBER: G-16


NON-SHRINK GROUT
FINISHED GRADE
SEE MANHOLE FRAME AND COVER DETAIL
ASPHALT
6" MIN
PRECAST ADJUSTING RINGS (6" MIN TO 12" MAX.)
1'-0" MIN.
3'-0" MAX.
2'-0" MIN.
PRECAST REINFORCED CONCRETE SECTION (KEYED TO LOWER WALL)
8"
4'-0" MIN
SEE MANHOLE /LIFT STATION SEGMENT JOINT SEALANT JOINT SEALANT DETAIL
1,2,3, OR 4' LENGTHS AS REQUIRED
6" MIN
GROUT (SEE INVERT FLOW CHANNEL DETAIL)
PRECAST BASE SECTION
6" MIN
8" MIN
12" OF COMPACTED NO 57 STONE

NOTES:

1. MANHOLES SHALL BE DESIGNED IN ACCORDANCE WITH ASTM C478.
2. CONNECTIONS AND GROUTING IN MANHOLE NOT SHOWN. SEE DRAWINGS FOR PIPE SIZE, LOCATIONS AND INVERTS.
3. PAINT OUTSIDE OF MANHOLE WITH TWO COATS OF COAL TAR EPOXY (BITUMASTIC 50)
4. LINE INSIDE OF MANHOLE WITH AN APPROVED LINING MATERIAL.
5. ALL PIPE PENETRATIONS SHALL BE PRECAST.

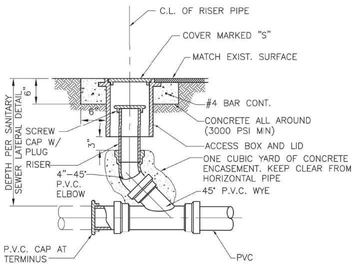
ST. LUCIE COUNTY FLORIDA UTILITIES
ST. LUCIE COUNTY WATER & WASTEWATER CONSTRUCTION STANDARDS
STANDARD PRECAST MANHOLE DETAIL
DATE APPROVED: DECEMBER 2015 DRAWING NUMBER: S-5


20'-0"
20'-0"
FUTURE SCADA
6" PVC FOR FUTURE ODOR CONTROL (CAPPED 12" ABOVE GRADE)
REINFORCED 6" CONCRETE PAD
CHAINLINK FENCE
UTILITY EASEMENT
15'-0"
CONTROL PANEL
VALVE VAULT
10'-0"
PLUG VALVE
VENT
STANDBY POWER GENERATOR
WETWELL
EMERGENCY BYPASS
10'-0"
10'-0"
20'-0"
14'-0" WIDE DOUBLE GATE
ROW
ROW
12'-0" WIDE x 6'-0" REINFORCED CONCRETE DRIVE WITH APRON
WASH DOWN HYDRANT
5'-0" DIAMETER RECEIVING MANHOLE
1½" WATER SERVICE
EOP

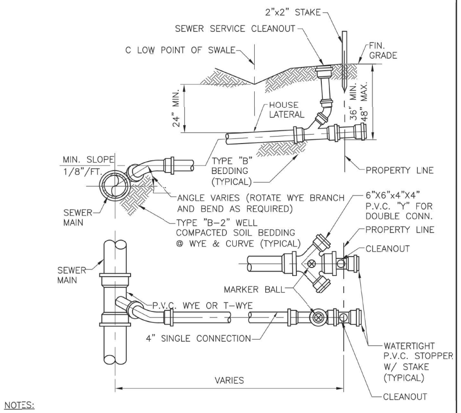
NOTES:

1. APPLIES TO LIFT STATIONS SERVING 500 ERCS OR GREATER OR RECEIVING FLOW FROM ONE OR MORE LIFT STATIONS
2. ALTERNATE LIFT STATION LAYOUTS WILL BE CONSIDERED BY THE DISTRICT ON A CASE-BY-CASE BASIS.

ST. LUCIE COUNTY FLORIDA UTILITIES
ST. LUCIE COUNTY WATER & WASTEWATER CONSTRUCTION STANDARDS
TYPICAL LIFT STATION PLAN (LARGE)
DATE APPROVED: DECEMBER 2015 DRAWING NUMBER: S-15


C.L. OF RISER PIPE
COVER MARKED "S"
MATCH EXIST. SURFACE
6"
6"
#4 BAR CONT.
CONCRETE ALL AROUND (3000 PSI MIN)
DEPTH PER SANITARY SEWER LATERAL DETAIL
SCREW CAP W/ PLUG
3"
ACCESS BOX AND LID
RISER
ONE CUBIC YARD OF CONCRETE ENCASEMENT. KEEP CLEAR FROM HORIZONTAL PIPE
4"-45° P.V.C. ELBOW
45° P.V.C. WYE
P.V.C. CAP AT TERMINUS
PVC

ST. LUCIE COUNTY FLORIDA UTILITIES
ST. LUCIE COUNTY WATER & WASTEWATER CONSTRUCTION STANDARDS
SEWER SERVICE CLEANOUT
DATE APPROVED: DECEMBER 2015 DRAWING NUMBER: S-2


2"x2" STAKE
SEWER SERVICE CLEANOUT
C LOW POINT OF SWALE
FIN. GRADE
24" MIN.
HOUSE LATERAL
36" MIN.
48" MAX.
MIN. SLOPE 1/8"/FT.
TYPE "B" BEDDING (TYPICAL)
PROPERTY LINE
SEWER MAIN
ANGLE VARIES (ROTATE WYE BRANCH AND BEND AS REQUIRED)
6"X6"x4"x4" P.V.C. "Y" FOR DOUBLE CONN.
TYPE "B-2" WELL COMPACTED SOIL BEDDING @ WYE & CURVE (TYPICAL)
PROPERTY LINE
CLEANOUT
SEWER MAIN
MARKER BALL
P.V.C. WYE OR T-WYE
4" SINGLE CONNECTION
WATERTIGHT P.V.C. STOPPER W/ STAKE (TYPICAL)
VARIES
CLEANOUT

NOTES:

1. INVERT OF LATERAL TO BE 36" FROM FINISHED GRADE EXCEPT ON " WATER 1. LINE SIDE " OF STREET R/W WHERE IT SHALL DROP TO 48" AS SOON AS DEPTH OF SEWER MAIN PERMITS.
2. INSTALL MAGNETIC MARKERS AT THE END OF EACH SERVICE LINE OR OPPOSITE WYES AND RECORD LOCATION.

ST. LUCIE COUNTY FLORIDA UTILITIES
ST. LUCIE COUNTY WATER & WASTEWATER CONSTRUCTION STANDARDS
SANITARY SEWER LATERAL DETAIL
DATE APPROVED: DECEMBER 2015 DRAWING NUMBER: S-1

Mills, Short & Associates
PHONE: 772.226.7282
C.A. #: 30698
WEBSITE:
www.MillsShortAssociates.com
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

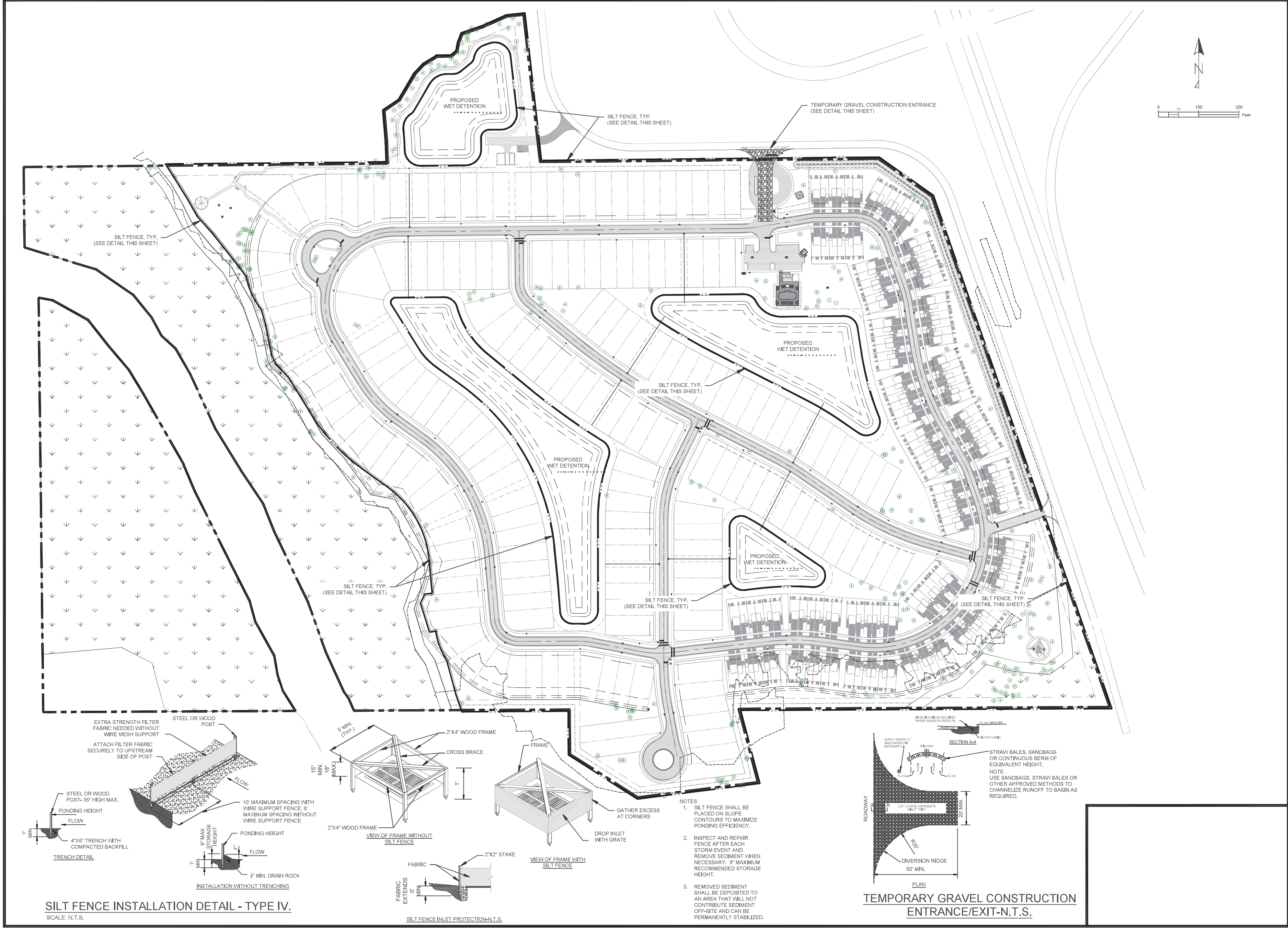
ISSUE	DATE	COMMENTS

GORDY CREEK RESIDENTIAL
CITY OF FORT PIERCE
FLORIDA 34945

THIS SHEET
UTILITY DETAILS

DRAWN BY KKR
CHECKED BY JWM
APPROVED BY JWM
SCALE: SEE SHEET

PROJ. NO. 24-170
DATE 2025.07.15
SHEET NO.
C-7


N
0 50 100 200 Feet
PROPOSED WET DETENTION
PROPOSED WET DETENTION
PROPOSED WET DETENTION
PROPOSED WET DETENTION
SILT FENCE, TYP. (SEE DETAIL THIS SHEET)
SILT FENCE, TYP. (SEE DETAIL THIS SHEET)
SILT FENCE, TYP. (SEE DETAIL THIS SHEET)
SILT FENCE, TYP. (SEE DETAIL THIS SHEET)
SILT FENCE, TYP. (SEE DETAIL THIS SHEET)
SILT FENCE, TYP. (SEE DETAIL THIS SHEET)
TEMPORARY GRAVEL CONSTRUCTION ENTRANCE (SEE DETAIL THIS SHEET)
EXTRA STRENGTH FILTER FABRIC NEEDED WITHOUT WIRE MESH SUPPORT
STEEL OR WOOD POST
ATTACH FILTER FABRIC SECURELY TO UPSTREAM SIDE OF POST
FLOW
10' MAXIMUM SPACING WITH WIRE SUPPORT FENCE, 6' MAXIMUM SPACING WITHOUT WIRE SUPPORT FENCE
STEEL OR WOOD POST- 36" HIGH MAX.
PONDING HEIGHT
FLOW
1' MIN.
4"X6" TRENCH WITH COMPACTED BACKFILL
TRENCH DETAIL
9" MAX. STORAGE HEIGHT
PONDING HEIGHT
8"
FLOW
1' MIN.
3/4" MIN. DRAIN ROCK
INSTALLATION WITHOUT TRENCHING
5' MIN. (TYP.)
2"X4" WOOD FRAME
CROSS BRACE
15" MIN. 18" MAX.
1'
2"X4" WOOD FRAME
VIEW OF FRAME WITHOUT SILT FENCE
FRAME
GATHER EXCESS AT CORNERS
DROP INLET WITH GRATE
VIEW OF FRAME WITH SILT FENCE
2"X2" STAKE
FABRIC
FABRIC EXTENDS 0' MIN.
SILT FENCE INLET PROTECTION-N.T.S.
DIVERSION RIDGE REQUIRED WHERE GRADE EXCEEDS 2%
2% OR GREATER
ROADWAY
FILTER FABRIC
SECTION A-A
SUPPLY WATER TO WASH WHEELS IF NECESSARY.
SPILLWAY
FLOW
FLOW
FLOW
FLOW
STRAW BALES, SANDBAGS OR CONTINUOUS BERM OF EQUIVALENT HEIGHT.
ROADWAY
A A
2"-3" COURSE AGGREGATE MIN. 6" THICK
20' MIN.
R35'
DIVERSION RIDGE
50' MIN.
PLAN

SILT FENCE INSTALLATION DETAIL - TYPE IV.

SCALE: N.T.S.

NOTES:

1. SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.
2. INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT AND REMOVE SEDIMENT WHEN NECESSARY. 9" MAXIMUM RECOMMENDED STORAGE HEIGHT.
3. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND CAN BE PERMANENTLY STABILIZED.

NOTE:
USE SANDBAGS, STRAW BALES OR OTHER APPROVED METHODS TO CHANNELIZE RUNOFF TO BASIN AS REQUIRED.

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT-N.T.S.

Mills, Short & Associates
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WEBSITE:
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Vero Beach, Florida 32960

ISSUE	DATE	COMMENTS

GORDY CREEK RESIDENTIAL
CITY OF FORT PIERCE
FLORIDA 34945

THIS SHEET
STORMWATER POLLUTION PREVENTION PLAN

DRAWN BY	CHECKED BY	APPROVED BY	SCALE:
KKR	JWM	JWM	SEE SHEET

PROJ. NO. 24-170
DATE 2025.07.15
SHEET NO.
C-8

STORMWATER MANAGEMENT CALCULATIONS

For

Gordy Creek

Gordy Road
Fort Pierce, FL 34953
City of Fort Pierce
NSLRWCD
SFWMD

October 2024

Mills, Short & Associates
700 22nd Place, Suite 2C & 2D
Vero Beach, FL 32960
772.226.7282
Certificate of Authorization No.: 30698

James Mills

Digitally signed by James Mills
DN: CN=James Mills,
E=wmills@millsshortassociates.com,
G=James, SN=Mills, C=US
Reason: I am approving this
document
Date: 2024.10.18 15:12:21-04'00'

J. Wesley Mills, P.E. FL # 74145

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Appendix C – Soils Map
Appendix D – Pre-Development & Post Development Basin Maps
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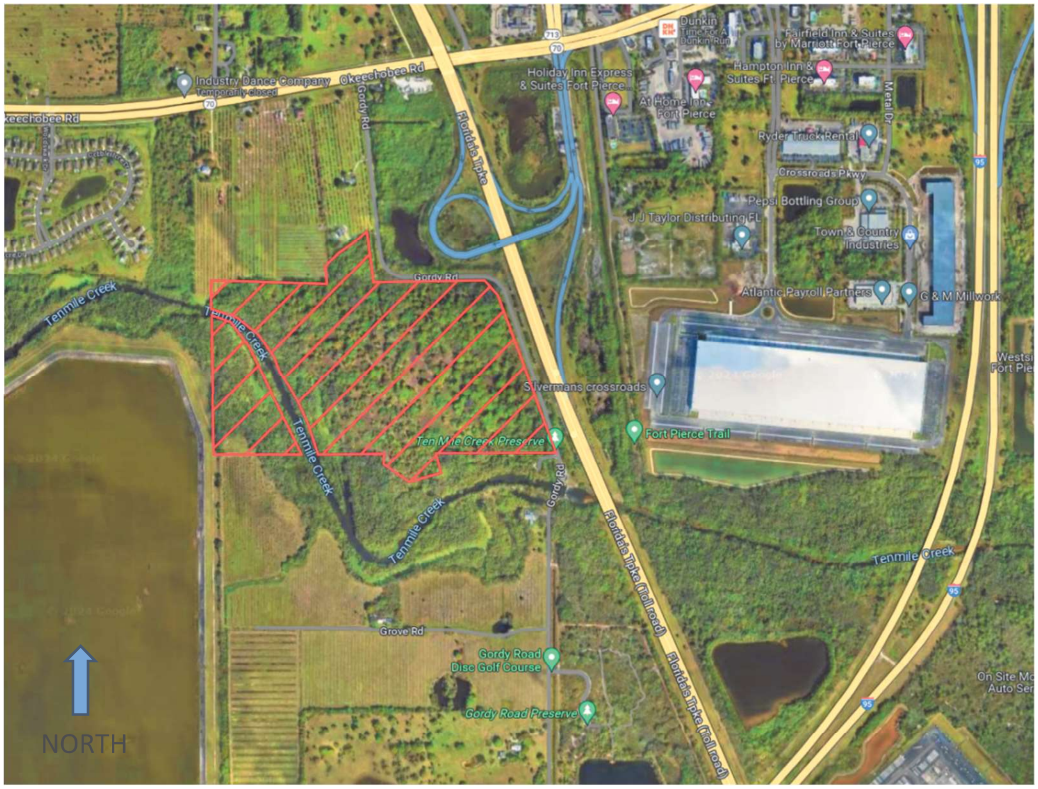
Appendix F – BMP Analysis
Appendix G – Geotechnical Report

I. Introduction

The following report provides a discussion of the proposed stormwater management system design and calculations for a single family subdivision in the City of Fort Pierce. This report contains the required documentation to demonstrate that the surface water management system for the proposed residential development complies with the state and local requirements. The project is located off of Gordy Rd, just west of Florida's Turnpike and approx. 1,500 ft to the south of the intersection of Okeechobee Rd/Gordy Rd. A location map is included below for further review of the site's location. All elevations referenced herein are in NAVD 1988 unless otherwise noted.


Okeechobee Rd
Industry Dance Company
Temporarily closed
Gordy Rd
Florida's Tpke
713
70
Dunkin'
Holiday Inn Express & Suites Fort Pierce
At Home Inc Fort Pierce
Hampton Inn & Suites Ft. Pierce
Fairfield Inn & Suites by Marriott Fort Pierce
Metal Dr
Ryder Truck Rental
Crossroads Pkwy
Pepsi Bottling Group
J.J Taylor Distributing FL
Town & Country Industries
Atlantic Payroll Partners
G & M Millwork
95
Tenmile Creek
Silvermans crossroads
Fort Pierce Trail
Ten Mile Creek Preserve
Florida's Tpke (Toll road)
Grove Rd
Gordy Road Disc Golf Course
Gordy Road Preserve
NORTH

LOCATION MAP
N.T.S.

II. Existing Site Conditions

The proposed development site is currently 76.97 acres of undeveloped wooded land. The 58.76 AC drainage basin is contained within the parcel boundaries and can be referenced in Appendix D. Tenmile Creek travels through the site as shown in the map above. Approximately ±11 AC of undisturbed area to the east of Tenmile Creek and ±10 AC to the west of Tenmile Creek will remain undeveloped. Tenmile Creek is listed as an impaired water body and will require additional stormwater treatment.

TOPOGRAPHY Survey data shows existing grade on the site ranging from approximately ±14.00’ to ±16.20’ NAVD 88. Tenmile creek elevations are not included in that range. Average site grade within the drainage basin is approximately 15.60’. A wetland area, which will be preserved as part of this project, exists between the drainage basin area and Tenmile Creek and serves as the first outfall location for the project. The site, in existing condition, generally slopes towards Tenmile Creek.

SOILS Please refer to the soils map enclosed as Appendix C for existing soil types as prepared by the USDA & NRCS Web Soil Survey. The site consists of predominantly sandy soils.

FLOODPLAIN The site area lies within multiple flood zones. The majority of the site lies within flood zone ‘X’, with some area near the Creek falling into the ‘AE’ zone. Zone ‘AE’ holds a base flood elevation of 16 feet NAVD.

CURVE NUMBER The site primarily contains Hydrologic Type ‘D’ soil. A CN value of 60 was calculated based on the SCS Method.

TIME OF CONCENTRATION The time of concentration for the pre-development basin was determined using the TR-55 Method. A maximum sheet flow of 300 feet and shallow concentrated flow were calculated to determine the Tc of 49 min. Please refer to time of concentration calculations in Section VIII of this report.

TAILWATER The tailwater for the SWMS design for this site is the Tenmile Creek that runs through the site on the western half. NSLRWCD has advised referencing past designs and adjacent permits for the tailwater information. Tailwater conditions used in the enclosed ICPR model have been derived from SFWMD Permit #56-02198-P with Application No. 050926-15.

MAXIMUM ALLOWABLE DISCHARGE The maximum allowable discharge for the design storm (10 year-72 hour storm event), as required by NSLRWCD, is 2” over the drainage area for a 24 hour period. This amount computes to 9.80 ac-ft of discharge for the site in any given 24-hour period during the design storm event. See section VIII for calculations.

III. Proposed Development

The proposed development consists of 178 single-family lots, 138 townhome units, and an amenity center with associated utility and drainage infrastructure. The total project area is 75.98 acres. The site is divided by the Ten Mile Creek with 9.36 acres located on the west side of the Ten Mile Creek and 66.62 acres located on the east side. There is approximately 12.22 acres of undisturbed preservation area that will remain within the overall project area. The drainage basin for the proposed project is 58.76 acres. Please refer to Appendix D for the post-development basin map. The proposed stormwater management system design is intended to provide treatment and attenuation of the project's stormwater runoff. The runoff from the site will be collected through a series of interconnected catch basins leading to a series of onsite lakes. The lakes will provide the required quality and quantity volumes before discharging to the preserved area and ultimately Tenmile Creek. A proposed control structure will implement a weir elevation which will retain runoff and regulate discharge into the outfall system per South Florida Water Management District and NSLRWCD stormwater treatment and discharge criteria.

Based on our understanding of the City of Fort Pierce, NSLRWCD, and South Florida Water Management District Stormwater requirements, the proposed design meets all design criteria for both regulating agencies. A pre- vs. post-development and discharge analysis has been conducted via ICPR and is enclosed in this report as Appendix A.

CURVE NUMBER The post-development curve number was calculated to be 67 based on the SCS CN Method. See enclosed calculations in section VIII for the land use breakdown used to calculate this number.

TIME OF CONCENTRATION The time of concentration for the post-development basin was determined using the TR-55 Method. The Tc value was less than the minimum, therefore a Tc value of 10 minutes was used in the flood routing. Please refer to post-development time of concentration calculations in Section VIII of this report.

SYSTEM DESIGN CRITERIA The discharge rate of the proposed SWM system is constrained as previously discussed in this report. NSLRWCD specifies that the 10 year-72 hour storm be used as the design storm for purposes of discharge regulation. Because the project is associated with discharge to an impaired water body, the treatment volume required to be held prior to discharge is 150% of the greater of 1" over the drainage area, or 2.5" times the percent impervious area on the proposed site (per SFWMD). In the case of this design, the larger of the two was 1" over the drainage area = 150% of 4.90 ac-ft; 7.35 ac-ft of treatment volume. The site utilizes a control structure with a weir elevation governed by the required treatment volume and the NSLRWCD maximum allowable discharge. The building finished floor shall be above the 100 year-72 hour zero-discharge storm event stage elevation (SFWMD) and the Base Flood Elevation as determined by the FEMA Flood Maps (El. 16.0 NAVD 88). The road crown shall be above the routed 10yr-24hr storm event stage. Please refer to calculations enclosed in section VIII and ICPR routing in Appendix A for the proposed system and recovery model.

GROUNDWATER USE FOR IRRIGATION The irrigation demand for the site was determined assuming an irrigation need of 1 inch of rain per week over the pervious area on the site, including individual lot pervious area.

(1 in/wk)*(52 wk/yr)*(32.34 ac pervious)*(43,560 ft^2/ac)*(1 ft/12 in)*(7.48 gal/CF)
= 6.39 MG/yr needed from groundwater

WETLAND CONTROL ELEVATION GRADIENT Analysis of gradient between the proposed control elevation with associated wetlands is as follows: A gradient of 0.005 ft/ft (vertical distance in elevation/ horizontal distance) or less, using the elevation of the wetland boundary and the proposed control elevation, is assumed to not result in adverse impacts to wetlands.
The elevation of the wetland boundary is 11.97’ NAVD.
The proposed control elevation is 10.50’ NAVD.
The closest horizontal distance between the wetland boundary and the nearest pond’s water level at control elevation is 355 ft.
The elevation gradient is 0.0041 ft/ft.

DISCHARGE The SFWMD criteria for limiting discharge to that of the pre-development discharge rate of the site to Tenmile Creek during the 10-Year 72-Hour storm event is met and exceeded. The max total outflow was calculated to be approximately 67.66 cfs per the Pre-Development ICPR model found in Appendix A. The post development conditions discharge approximately 2.18 cfs to Tenmile creek in the 10yr-72hr storm event. Please see Appendix A for the Post Development ICPR calculations. Discharge from the site to the adjacent wetland was analyzed in addition to ultimate outfall into Tenmile Creek in order to assess any potential effects on the wetland’s hydroperiod. None are observed.

Per NLSRWCD requirements, the post-development discharge to Tenmile Creek for the proposed site will not exceed more than 2.0 inches of depth over the area served for any 24-hour period from the 10-year frequency, 72-hour duration rainfall. For the proposed site, this requirement equals 9.80 ac-ft in any 24-hour period. This limited discharge criteria is based on the drainage connection requirements set forth by NSLRWCD.

The maximum discharge for the 24-hour period during the 10-year frequency, 72-hour duration rainfall event yielded a maximum of 9.73 ac-ft between hours 44-68 of this storm event. Please see Appendix E for the Post-Development Limited Discharge.

Design Storm Events			
Description	Frequency (years)	Duration (days)	Rainfall (in)
Design	10	3	9.00
Minimum Road Crown	10	1	5.50
Finished Floor	100	3	10.0

Peak Discharge & Stage				
Storm Frequency	Pre-Development	Post Development (to Tenmile Creek)	Post Development (to onsite wetland)	Stage Elevation (NAVD 88)
5 Year 24 Hour	54.05 cfs	2.28 cfs	1.36 cfs	14.01
10 Year 24 Hour	70.09 cfs	2.28 cfs	2.09 cfs	14.69
10 Year 72 Hour	66.75 cfs	4.69 cfs	4.69 cfs	15.33
25 Year 72 Hour	100.02 cfs	6.84 cfs	6.84 cfs	16.24
10 Year 24 Hour No Discharge	N/A	N/A	N/A	14.98 (Min Road Crown)
100 Year 72 Hour No Discharge	N/A	N/A	N/A	17.84 (Min FFE)

Wetland Discharge Structures			
Structure Number	Structure Type	Structure Info	Wetland Normal Pool & Seasonal High El.
CS-1	Control Structure FDOT Manhole	Rim El: 15.00’ Weir El: 12.79’	11.97’
WD-1	30” Dia Energy Dissipator	Inv El: 12.00’	11.97’

IV. Erosion and Sediment Control

The project specifications require the contractor and owner to install stormwater pollution prevention devices in accordance with the construction drawings and Florida Development Manual, A Guide to Sound Land and Water Management, published by the DEP. All disturbed areas shall be fully sodded, seeded and mulched. Silt fence will be required to be installed at the perimeter and any other applicable locations within the project area.

V. Stormwater System Maintenance Plan

The maintenance of the Stormwater Management System shall be the responsibility of the Gordy Creek POA.

The stormwater maintenance plan for Gordy Creek Residential includes several key actions to ensure the system operates efficiently and complies with the City of Fort Pierce code and SFWMD regulations. Routine inspections shall be performed on a monthly basis to check for debris in inlets, pipes, and drainage structures, with additional inspections after significant storms. Stormwater retention ponds, drainage pipes, and vegetated swales shall be regularly maintained. This includes quarterly debris removal, mowing of swales, and managing vegetation around ponds to prevent erosion and maintain proper function. Additionally, sediment removal from inlets, catch basins, and pipes shall take place annually, or more frequently if necessary, to prevent blockages.

Structural maintenance shall include inspecting outfalls, pipes, and control structures to ensure they are free of damage and functioning as intended. If any damage or clogging is identified, repairs shall be performed promptly. An annual comprehensive inspection by a licensed professional shall assess the entire stormwater system, and any necessary repairs or upgrades shall be scheduled. Detailed records of all inspections and maintenance activities shall be kept. In the event of a system failure, emergency procedures shall be enacted, including immediate inspections, temporary solutions like sandbagging or debris removal, and rapid repairs. These efforts shall ensure the stormwater system effectively manages runoff, reduces flooding risks, and protects water quality for the subdivision.

VI. Jurisdictional Permitting Agencies

1. South Florida Water Management District
2. NSLRWCD
3. City of Fort Pierce

VII. Calculations

Gordy Creek
Drainage Calculations

Site Data

Onsite Area (ac.) = 75.98
DA = Area (ac.) = 58.76
RT = Residence Time (days) = 31
R = Wet Season Rainfall (inches) = 32
WS = Wet Season Duration (days) = 153
Conversions: CF (in/ft.) = 12
Composite "C" Value = 0.53

Land Use	Area	Runoff C
Pavement & Building	21.75	0.95
Lake	3.94	1
Pervious	33.07	0.20
	58.76	0.53

Pond Design Criteria: SFWMD Rule Criteria

1.) Treatment Volume: Provide first 1.0 inch of runoff or 2.5 multiplied by the percentage impervious as defined by the SFWMD Vol. IV, Area to be used for water quality calcs equals the total area less the area of buildings, preserves, lakes, and wetlands.

1-inch over the project Area

Treated Volume 1-inch x 1-ft/12in x 58.76 = **4.90** ac-ft **Treated Volume**

2.5-inches times the percent impervious

75.98	-	15.78	-	17.22	-	3.94	=	39.04 AC
Total Area		**Buildings**		**Preserves**		**Lakes**		**Total WQ Area**

39.04	-	33.07	=	5.97 AC	=	15.3%
Total WQ Area		**Pervious**		**Impervious WQ Area**		**WQ Percent Impervious**

(2.5-in*% Imp.) 2.5 x 15.3% = 0.38 in

					Inches to be treated			
(Treated Volume)	0.38	x	1-ft/12-in	x	54.82	=	**1.75**	ac-ft
					Project Area-Lakes & Preserves		**Treated Volume**	

Gordy Creek

Drainage Calculations

Water Quality Volume:

1.0 Inch:	4.90	ac-ft	=	213,299	cu-ft
2.50 Inch:	1.75	ac-ft	=	76,036	cu-ft

TV Required Wet Detention: 4.90 ac-ft

SFWMD WQ Volume Adjustement for Discharge to Impaired Waterway (OFW)

WQ Required Volume	=	WQ Req'd	x	1.5	=	----	ac-ft
WQ Required Volume	=	4.90	x	1.5	=	7.345	ac-ft

SFWMD Required Water Quality Volume = 7.345 ac-ft

Permanent Pool Volume Required:

PPV (ac-ft) = (DA x C x R x RT) / (WS x CF)

PPV (ac-ft) = 16.83 ac-ft

Discharge Volume Criteria: (NSLRWCD)

2 inch x Project Area = 9.8 ac-ft (Within a 24 hour period)

Gordy Creek
Drainage Calculations

Proposed Pond Stage - Storage Calculations:

Pond Area (ac.) = 3.94
Tailwater Elevation (NAVD 88) = 10.50 (Min. Assumed El. In Tenmile Creek)
Seasonal High Groundwater Elevation NAVD 88 (ft.) = 11.10
Normal Groundwater Elevation NAVD 88 (ft.) = 10.50 (Control elevation based on NSLWCD Tailwater)

Stage - Storage Characteristics - Ponds (N/I 0.63 AC Pond)

	Contours	Area Within Contour		Interval Volume	Cumulative Volume		Storage Above Control El.
		(sq. ft.)	(ac.)	(cu. ft.)	(cu. ft.)	(ac.-ft.)	(ac.-ft.)
T.O.B.	15.5	259,447	5.96		2,074,280	47.62	24.66
				250,347			
	14.5	241,246	5.54		1,823,933	41.87	18.91
				232,295			
	13.5	223,344	5.13		1,591,638	36.54	13.58
				214,546			
	12.5	205,748	4.72		1,377,092	31.61	8.66
				197,110			
	11.5	188,472	4.33		1,179,982	27.09	4.13
Weir Crest El. 14.00				92,107			
Pond Control El. 10.5	11	179,956	4.13		1,087,875	24.97	2.02
				87,869			
	10.5	171,521	3.94		1,000,006	22.96	0
				310,116			
	8.5	138,595	4.13		689,890	15.84	
				261,214			
	6.5	122,619	3.94		428,676	9.84	
				229,667			
	4.5	107,048	3.18		199,009	4.57	
				199,009			
Pond Bottom	2.5	91,961	2.81		0	0.00	

Gordy Creek
Drainage Calculations

Check mean depth of stormwater pond

MD = PPV/ Ap

Ap (ac) = Area of pond measurement at Control Elevation = 3.94 AC

PPV (ac-ft.) = 22.96

MD (ft) = 5.83

Acceptable mean depth must be between 2 and 8 ft.

SFWMD Criteria for Wet Detention Treatment:

1.) Treatment Volume for Wet Detention

Treatment Volume Required (ac-ft.) = 7.345

2.) Outfall Structure Control Elevations

Estimated seasonal high ground water elevation (ft.) = 11.10

Orifice invert elevation (ft.) = 10.50

Treatment Weir Elevation (ft.) = 13.00

Top of Bank Elevation (ft.) = 15.50

3.) Calculations for sizing orifice to recover 50% of treatment volume within 24 hours of a storm event

a. Calculation of Treatment Volume Stage

T.V. Stage = (TOB El. - Orifice Inv. El.) x (T.V. Required)/(Storage @ TOB - Storage @ Orifice Inv.) + Orifice Inv. El.

T.V. Stage (ft.) = 12.79

b. Treatment Volume Depth (h1) = T.V. Stage - Orifice Inv. Elev.

h1 (ft.) = 2.29

h1 = Depth of water between the top of the treatment volume and the flow line (size of orifice has yet been determined, use the invert elevation of the orifice as an approximation of the flow line (center of the orifice)

c. Calculation of Stage at 50% of T.V. = ((T.V. Required x 0.5) / (Storage TOB - Storage Orifice Inv.)) x (TOB El. - Orifice Inv. El.) + Orifice Inv. El.

50% Stage (ft.) = 14.16

h2 (ft.) = 3.66

h2 = Depth of water between the stage at which half the treatment volume has been released and the flow line of the orifice

d. H= (h1+h2) / 2

h (ft.) = 2.98

(Depth of water (h) should be set to the average depth above the flow line between the top of the treatment volume and the stage at which half the treatment released)

SFWMD Criteria for Wet Detention Treatment

e. Average Flow Rate (Q) required to drawdown 50% treatment volume

Q = T.V. Required / (2 x t x Conv. Factor)

$$Q = \frac{TV}{2\,t\,CF}$$

where: *TV* = Treatment Volume (ft^3)
t = Recovery time (*hrs*)
CF = Conversion Factor = 3600 *sec/hr*

T.V. required = 7.35 ac-ft
1/2" over the Basin area = 2.45 ac-ft
Drawdown Time = 24 hrs
Conversion Factors: 1hr / 3600 seconds, 43,560 sq. ft./ac

Q (cfs) = 0.62
Number of Orifices = 1
Flow (cfs) = 0.62

f. Calculate Area of Orifice

A = Q / (C*(Sqrt(2 x g x h))

Discharge Coefficient = C = 0.60
g (ft/sec^2) = 32.2
h (ft.) = 2.98

Area of Orifice (sq.ft) = 0.07 SF

g. Calculate Diameter of Orifice

Circular:

Orifice Diameter = 0.31 ft
3.69 in

Rectangular:

Orifice Area = 10.69 sq. in.
Height = 2 in.
Length = 5.35 in.

Pre-Development

Land Use Table

Use	Imp. (ac)	Pervious (ac)	Total (ac)
Buildings =	0.00	0.00	0.00
Pavement & Curb =	0.00	0.00	0.00
Concrete Surfaces =	0.00	0.00	0.00
Lake (CWE) =	0.00	0.00	0.00
Lake (Slope) =	0.00	0.00	0.00
W.T.A. (Bottom) =	0.00	0.00	0.00
W.T.A. (Slopes) =	0.00	0.00	0.00
West Area (West of 10-Mile Creek) =	0.00	9.36	9.36
East Area (East of 10-Mile Creek) =	0.00	67.63	67.63
Total =	0.00	76.99	76.99

Find Curve Number:

Avg. Pervious Ground El. = 15.5 NAVD 88

Control Elevation = 10.5 Based on operation of NSLRWCD Gordy Road Control

Distance to Water Table = 4.5 Structure during wet season

Soil Storage Table

Depth to	Coastal Storage (in)	Flatwoods Storage (in)	Depression Storage (in)
1.0	0.6	0.6	0.6
1.5	1.6	1.6	1.4
2.0	2.5	2.5	2.1
2.5	4.6	4.0	3.3
3.0	6.6	5.4	4.4
3.5	8.8	7.2	5.6
4.0	10.9	9.0	6.8

Find the basin's soil classification and input below as "Soil Storage" using the above "Depth to W.T."

West Area

Developed Pervious Area =	0.00	
Undeveloped Pervious Area =	9.36	
Soil Storage =	6.8	inches
Soil Moisture Storage (S) =	6.8	inches
Curve Number =	**60**	

East Area

Developed Pervious Area =	0.00	
Undeveloped Pervious Area =	67.63	
Soil Storage =	6.8	inches
Soil Moisture Storage (S) =	6.8	inches
Curve Number =	**60**	

Gordy Creek Subdivision
Pre-Development Tc Calculations

Time of Concentration
Pre-Development

Basin: **Pre-Development Gordy Creek Basin**

Sheet Flow						
1	Surface Description	Dense Grasses			TR-55	
2	Manning's Roughness Coeff	0.24			TR-55	
3	Flow Length, L (total <=300 ft)	300	feet			
4	2-year 24-hour rainfall, P_2	6	inches		FDOT Fig. 5-13	
5	Land slope, s	0.01	ft/ft			
6	Tt = (0.007 * (nL)^0.8) / ((P_2^0.5) * (s^0.4)) (hr)	0.55	hr	=	33	min

Shallow Concentrated Flow						
7	Surface Description	Unpaved			TR-55	
8	Flow Length, L	1500	feet			
9	Watercourse slope, s	0.01	ft/ft			
10	Average velocity, V	1.6	ft/s		TR-55 fig 3-1	
11	Tt = (L/(3600*V))	0.26	hr	=	16	min

Channel Flow						
12	Cross sectional flow area, a	-	SF			
13	Wetted perimeter, Pw	-	ft			
14	Hydraulic radius, r = a/Pw	#VALUE!	ft			
15	Channel slope, s	-	ft/ft			
16	Manning's Roughness Coeff, n	-			TR-55	
17	Average velocity, V = (1.49*(r^2/3)*(s^1/2))/n	-	ft/s			
18	Flow length, L	-	ft			
19	Tt = (L/(3600*V))	#VALUE!	hr	=	#VALUE!	min

Total			
20	Total Tc	0.81	hours
21	Total Tc	49	minutes

Post-Development

Land Use Table

Use	Imp. (ac)	Pervious (ac)	Total (ac)
Buildings =	15.78	0.00	15.78
Pavement & Curb =	4.63	0.00	4.63
Sidewalk =	1.61	0.00	1.61
Lake (CWE) =	4.40	0.00	4.40
Lake (Slope) =	0.00	2.30	2.30
Dry Detention (Bottom) =	0.00	0.00	0.00
Dry Detention (Slopes) =	0.00	0.00	0.00
Gordy Road ROW (West of 10-Mile Creek) =	0.00	0.00	0.00
General Impervious =	0.00	0.00	0.00
Open Space (disturbed) =	0.00	30.04	30.04
Total =	26.42	32.34	58.76

Find Curve Number:

Avg. Ground El. = 15.5 NAVD 88
Control Elevation = 10.5 Based on operation of NSLRWCD Gordy Road Control
Distance to Water Table = 4.8

Soil Storage Table

Depth to	Coastal Storage (in)	Flatwoods Storage (in)	Depression Storage (in)
1.0	0.6	0.6	0.6
1.5	1.6	1.6	1.4
2.0	2.5	2.5	2.1
2.5	4.6	4.0	3.3
3.0	6.6	5.4	4.4
3.5	8.8	7.2	5.6
4.0	10.9	9.0	6.8

Find the basin's soil classification and input below as "Soil Storage" using the above "Depth to W.T."

East Area

Developed Pervious Area =	32.34	
Undeveloped Pervious Area =	0.00	
Soil Storage =	9	inches
Soil Moisture Storage (S) =	5.0	inches
Curve Number =	**67**	

Gordy Creek Residential

Post-Dev Tc Calculations

Time of Concentration

Post-Development

Basin: **Post-Development Gordy Creek Basin**

Sheet Flow				
1	Surface Description	Smooth surfaces; asphalt		TR-55
2	Manning's Roughness Coeff	0.011		TR-55
3	Flow Length, L (total <=300 ft)	11	feet	
4	2-year 24-hour rainfall, P_2	6	inches	FDOT Fig. 5-13
5	Land slope, s	0.02	ft/ft	
6	Tt = (0.007 * (nL)^0.8) / ((P_2^0.5) * (s^0.4)) (hr)	0.00	hr =	0 min

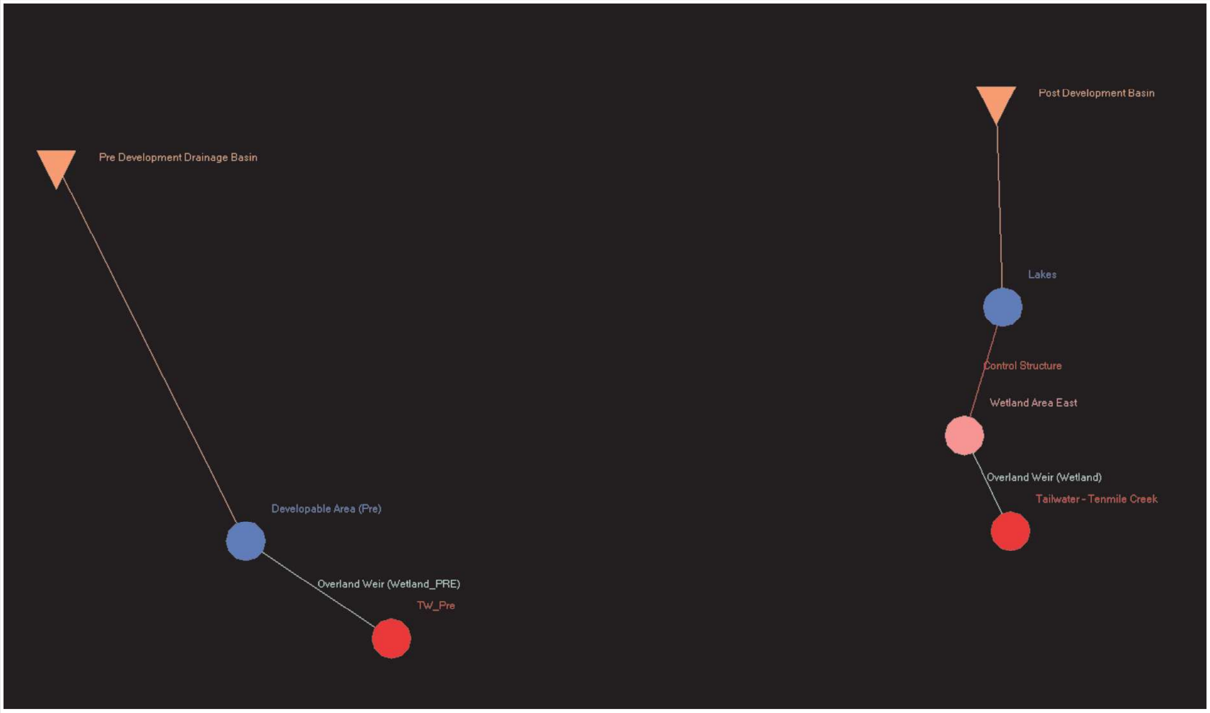
Shallow Concentrated Flow				
7	Surface Description	concrete curb		TR-55
8	Flow Length, L	150	feet	
9	Watercourse slope, s	0.005	ft/ft	
10	Average velocity, V	1.45	ft/s	TR-55 fig 3-1
11	Tt = (L/(3600*V))	0.03	hr =	2 min

Channel Flow				
12	Cross sectional flow area, a	1.77	SF	
13	Wetted perimeter, Pw	2.36	ft	
14	Hydraulic radius, r = a/Pw	0.75	ft	
15	Channel slope, s	0.003	ft/ft	
16	Manning's Roughness Coeff, n	0.011		TR-55
17	Average velocity, V = (1.49*(r^2/3)*(s^1/2))/n	6.13	ft/s	
18	Flow length, L	1067	ft	
19	Tt = (L/(3600*V))	0.05	hr =	3 min

Total			
20	Total Tc	0.08	hours
21	Total Tc	5	minutes

Appendix A

Background Image: view


Post Development Basin
Pre Development Drainage Basin
Lakes
Control Structure
Wetland Area East
Overland Weir (Wetland)
Tailwater - Tenmile Creek
Developable Area (Pre)
Overland Weir (Wetland_PRE)
TW_Pre

Node Max Conditions : Multi Item | (sim, name) [Scenario 1]

Sim Name	Node Name	Warning Stage [ft]	Alert Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
100YR-72HR	Lakes	15.51	0.00	16.30	0.0010	156.27	6.95	397703
100YR-72HR	Tailwater - Tenmile Creek	0.00	0.00	6.50	0.0000	6.95	0.00	0
100YR-72HR	Wetland Area East	0.00	0.00	8.59	-0.0023	6.95	6.95	1742
10YR-24HR	Lakes	15.51	0.00	14.69	0.0010	192.82	2.09	270095
10YR-24HR	Tailwater - Tenmile Creek	0.00	0.00	6.50	0.0000	2.28	0.00	0
10YR-24HR	Wetland Area East	0.00	0.00	8.50	-0.0023	2.09	2.28	100
10YR-72HR	Lakes	15.51	0.00	15.33	0.0010	118.92	4.69	283412
10YR-72HR	Tailwater - Tenmile Creek	0.00	0.00	6.50	0.0000	4.69	0.00	0
10YR-72HR	Wetland Area East	0.00	0.00	8.56	-0.0023	4.69	4.69	1742
25YR-72HR	Lakes	15.51	0.00	16.24	0.0010	240.62	6.84	397703
25YR-72HR	Tailwater - Tenmile Creek	0.00	0.00	6.50	0.0000	6.84	0.00	0
25YR-72HR	Wetland Area East	0.00	0.00	8.59	-0.0023	6.84	6.84	1742
5YR-24HR	Lakes	15.51	0.00	14.01	0.0010	155.94	1.36	256159
5YR-24HR	Tailwater - Tenmile Creek	0.00	0.00	6.50	0.0000	2.28	0.00	0
5YR-24HR	Wetland Area East	0.00	0.00	8.50	-0.0023	1.36	2.28	100

Node Max Conditions : Multi Item | (sim, name) [Scenario 1]

Sim Name	Node Name	Warning Stage [ft]	Alert Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
100YR-72HR	Developable Area (Pre)	0.00	0.00	9.01	-0.0022	91.01	91.01	1641
100YR-72HR	TW_Pre	0.00	0.00	6.50	0.0000	91.01	0.00	0
100YR-72HR	Wetland Area East (Pre)	0.00	0.00	8.50	0.0000	0.00	0.00	1742

Sim Name	Node Name	Warning Stage [ft]	Alert Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
10YR-24HR	Developable Area (Pre)	0.00	0.00	8.95	-0.0022	70.09	70.09	1528
10YR-24HR	TW_Pre	0.00	0.00	6.50	0.0000	70.09	0.00	0
10YR-24HR	Wetland Area East (Pre)	0.00	0.00	8.50	0.0000	0.00	0.00	1742
10YR-72HR	Developable Area (Pre)	0.00	0.00	8.94	-0.0022	66.75	66.75	1510
10YR-72HR	TW_Pre	0.00	0.00	6.50	0.0000	66.75	0.00	0
10YR-72HR	Wetland Area East (Pre)	0.00	0.00	8.50	0.0000	0.00	0.00	1742
25YR-72HR	Developable Area (Pre)	0.00	0.00	9.03	-0.0022	100.02	100.02	1732
25YR-72HR	TW_Pre	0.00	0.00	6.50	0.0000	100.02	0.00	0
25YR-72HR	Wetland Area East (Pre)	0.00	0.00	8.50	0.0000	0.00	0.00	1742
5YR-24HR	Developable Area (Pre)	0.00	0.00	8.90	-0.0022	54.05	54.05	1424
5YR-24HR	TW_Pre	0.00	0.00	6.50	0.0000	54.05	0.00	0
5YR-24HR	Wetland Area East (Pre)	0.00	0.00	8.50	0.0000	0.00	0.00	1742

Node Max Conditions : Multi Item | (sim, name) [No Discharge]

Sim Name	Node Name	Warning Stage [ft]	Alert Stage [ft]	Max Stage [ft]	Min/Max Delta Stage [ft]	Max Total Inflow [cfs]	Max Total Outflow [cfs]	Max Surface Area [ft2]
100YR-72HR (FFE)	Lakes	15.51	0.00	17.84	0.0010	156.27	0.00	397703
10YR-24HR (Road Crown)	Lakes	15.51	0.00	14.98	0.0010	192.81	0.00	276118

Simple Basin: Pre Development Drainage Basin

Scenario: Scenario 1
Node: Developable Area (Pre)
Hydrograph Method: NRCS Unit Hydrograph
Infiltration Method: Curve Number
Time of Concentration: 49.0000 min
Max Allowable Q: 999.00 cfs
Time Shift: 0.0000 hr
Unit Hydrograph: UH256
Peaking Factor: 256.0
Area: 56.1100 ac
Curve Number: 82.0
Ia/S: 0.00
% Impervious: 0.00
% DCIA: 0.00
% Direct: 0.00
Rainfall Name:

Comment:

Node: Developable Area (Pre)

Scenario: Scenario 1
Type: Stage/Area
Base Flow: 0.00 cfs
Initial Stage: 8.50 ft
Warning Stage: 0.00 ft
Alert Stage: 0.00 ft

Stage [ft]	Area [ac]	Area [ft2]
8.50	0.0000	0
8.60	0.0030	131
8.70	0.0040	174
8.80	0.0070	305
8.90	0.0330	1437
9.00	0.0370	1612
9.10	0.0470	2047
9.20	0.0530	2309
9.30	0.0620	2701
9.40	0.0950	4138
9.50	0.1030	4487
9.60	0.1200	5227
9.70	0.1340	5837
9.80	0.1460	6360
9.90	0.1650	7187
10.00	0.1850	8059
10.10	0.1870	8146
10.20	0.1900	8276

Stage [ft]	Area [ac]	Area [ft2]
10.30	0.1930	8407
10.40	0.1950	8494
10.50	0.1970	8581
10.60	0.1990	8668
10.70	0.2110	9191
10.80	0.2210	9627
10.90	0.2220	9670
11.00	0.2220	9670
11.10	0.2290	9975
11.20	0.2350	10237
11.30	0.2380	10367
11.40	0.2500	10890
11.50	0.2630	11456
11.60	0.2730	11892
11.70	0.2800	12197
11.80	0.2880	12545
11.90	0.2930	12763
12.00	0.2970	12937
12.10	0.3080	13416
12.20	0.3170	13809
12.30	0.3230	14070
12.40	0.3240	14113
12.50	0.3280	14288
12.60	0.3330	14505
12.70	0.3330	14505
12.80	0.3330	14505
12.90	0.3330	14505
13.00	0.3360	14636
13.10	0.3430	14941
13.20	0.3450	15028
13.30	0.3450	15028
13.40	0.3500	15246
13.50	0.3510	15290
13.60	0.3520	15333
13.70	0.3520	15333
13.80	0.3540	15420
13.90	0.3550	15464
14.00	17.6000	766656
15.00	58.7600	2559586
16.00	58.7600	2559586

Comment:

Node: TW_Pre

Scenario: Scenario 1
Type: Time/Stage

Base Flow: 0.00 cfs
Initial Stage: 6.50 ft
Warning Stage: 0.00 ft
Alert Stage: 0.00 ft
Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	6.50
0	0	0	999.0000	6.50

Comment:

Node: Wetland Area East (Pre)

Scenario: Scenario 1
Type: Stage/Volume
Base Flow: 0.00 cfs
Initial Stage: 8.50 ft
Warning Stage: 0.00 ft
Alert Stage: 0.00 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
8.50	0.00	0
8.60	0.00	131
8.70	0.00	174
8.80	0.01	305
8.90	0.03	1437
9.00	0.04	1612
9.10	0.05	2047
9.20	0.05	2309
9.30	0.06	2701
9.40	0.10	4138
9.50	0.10	4487
9.60	0.12	5227
9.70	0.13	5837
9.80	0.15	6360
9.90	0.17	7187
10.00	0.19	8059
10.10	0.19	8146
10.20	0.19	8276
10.30	0.19	8407
10.40	0.20	8494
10.50	0.20	8581
10.60	0.20	8668
10.70	0.21	9191
10.80	0.22	9627
10.90	0.22	9670
11.00	0.22	9670

Stage [ft]	Volume [ac-ft]	Volume [ft3]
11.10	0.23	9975
11.20	0.24	10237
11.30	0.24	10367
11.40	0.25	10890
11.50	0.26	11456
11.60	0.27	11892
11.70	0.28	12197
11.80	0.29	12545
11.90	0.29	12763
12.00	0.30	12937
12.10	0.31	13416
12.20	0.32	13809
12.30	0.32	14070
12.40	0.32	14113
12.50	0.33	14288
12.60	0.33	14505
12.70	0.33	14505
12.80	0.33	14505
12.90	0.33	14505
13.00	0.34	14636
13.10	0.34	14941
13.20	0.35	15028
13.30	0.35	15028
13.40	0.35	15246
13.50	0.35	15290
13.60	0.35	15333
13.70	0.35	15333
13.80	0.35	15420
13.90	0.36	15464
14.00	0.36	15507
14.10	0.36	15507
14.20	0.36	15551
14.30	0.36	15551
14.40	0.36	15551
14.50	0.36	15551
14.60	0.36	15551
14.70	0.36	15551
14.80	0.36	15551
14.90	0.36	15551

Comment:

Weir Link: Overland Weir (Wetland_PRE)

Scenario:	Scenario 1	Bottom Clip	
From Node:	Developable Area (Pre)	Default:	0.00 ft
To Node:	TW_Pre	Op Table:	

Link Count: 1
Flow Direction: Both
Damping: 0.0000 ft
Weir Type: Broad Crested Vertical
Geometry Type: Irregular
Invert: 8.30 ft
Control Elevation: 0.00 ft
Cross Section: Wetland Overland Weir

Ref Node:

Top Clip

Default: 0.00 ft
Op Table:
Ref Node:

Discharge Coefficients

Weir Default: 2.800
Weir Table:
Orifice Default: 0.600
Orifice Table:

Comment:

Weir Cross Section: Wetland Overland Weir

Scenario: Scenario 1
Lid: No

Bottom Point Table

Order	Station [ft]	Elevation [ft]
0	-786.00	10.90
1	-674.00	10.40
2	-494.00	8.80
3	-382.00	9.20
4	-202.00	11.50
5	-90.00	9.00
6	90.00	9.20
7	202.00	11.60
8	426.00	8.30
9	476.00	9.90
10	588.00	8.40
11	700.00	11.30

Comment:

Simple Basin: Post Development Basin

Scenario: Scenario 1
Node: Lakes
Hydrograph Method: NRCS Unit Hydrograph
Infiltration Method: Curve Number
Time of Concentration: 10.0000 min
Max Allowable Q: 999.00 cfs
Time Shift: 0.0000 hr
Unit Hydrograph: UH256
Peaking Factor: 256.0
Area: 58.7600 ac
Curve Number: 90.0
Ia/S: 0.00
% Impervious: 0.00
% DCIA: 0.00
% Direct: 0.00
Rainfall Name:

Comment:

Node: Lakes

Scenario: Scenario 1
Type: Stage/Area
Base Flow: 0.00 cfs
Initial Stage: 10.50 ft
Warning Stage: 15.51 ft
Alert Stage: 0.00 ft

Stage [ft]	Area [ac]	Area [ft2]
16.00	9.1300	397703
15.50	6.5900	287060
14.50	6.1100	266152
13.50	5.6400	245678
12.50	5.1800	225641
11.50	4.7200	205603
11.00	4.5000	196020
10.50	4.2800	186437

Comment:

Node: Tailwater - Tenmile Creek

Scenario: Scenario 1
Type: Time/Stage
Base Flow: 0.00 cfs
Initial Stage: 6.50 ft

Warning Stage: 0.00 ft
Alert Stage: 0.00 ft
Boundary Stage:

Year	Month	Day	Hour	Stage [ft]
0	0	0	0.0000	6.50
0	0	0	999.0000	6.50

Comment: Tailwater from SFWMD Permit #56-02198-P(050926-15)

Node: Wetland Area East

Scenario: Scenario 1
Type: Stage/Volume
Base Flow: 0.00 cfs
Initial Stage: 8.50 ft
Warning Stage: 0.00 ft
Alert Stage: 0.00 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
8.50	0.00	0
8.60	0.00	131
8.70	0.00	174
8.80	0.01	305
8.90	0.03	1437
9.00	0.04	1612
9.10	0.05	2047
9.20	0.05	2309
9.30	0.06	2701
9.40	0.10	4138
9.50	0.10	4487
9.60	0.12	5227
9.70	0.13	5837
9.80	0.15	6360
9.90	0.17	7187
10.00	0.19	8059
10.10	0.19	8146
10.20	0.19	8276
10.30	0.19	8407
10.40	0.20	8494
10.50	0.20	8581
10.60	0.20	8668
10.70	0.21	9191
10.80	0.22	9627
10.90	0.22	9670
11.00	0.22	9670
11.10	0.23	9975
11.20	0.24	10237

Stage [ft]	Volume [ac-ft]	Volume [ft3]
11.30	0.24	10367
11.40	0.25	10890
11.50	0.26	11456
11.60	0.27	11892
11.70	0.28	12197
11.80	0.29	12545
11.90	0.29	12763
12.00	0.30	12937
12.10	0.31	13416
12.20	0.32	13809
12.30	0.32	14070
12.40	0.32	14113
12.50	0.33	14288
12.60	0.33	14505
12.70	0.33	14505
12.80	0.33	14505
12.90	0.33	14505
13.00	0.34	14636
13.10	0.34	14941
13.20	0.35	15028
13.30	0.35	15028
13.40	0.35	15246
13.50	0.35	15290
13.60	0.35	15333
13.70	0.35	15333
13.80	0.35	15420
13.90	0.36	15464
14.00	0.36	15507
14.10	0.36	15507
14.20	0.36	15551
14.30	0.36	15551
14.40	0.36	15551
14.50	0.36	15551
14.60	0.36	15551
14.70	0.36	15551
14.80	0.36	15551
14.90	0.36	15551

Comment:

Drop Structure Link: Control Structure		Upstream Pipe		Downstream Pipe	
Scenario:	Scenario 1	Invert:	9.50 ft	Invert:	9.00 ft
From Node:	Lakes	Manning's N:	0.0190	Manning's N:	0.0190
To Node:	Wetland Area East	Geometry: Circular		Geometry: Circular	
Link Count:	1	Max Depth:	2.00 ft	Max Depth:	2.00 ft
Pipe Flow Direction:	Positive	Bottom Clip			

Solution:	Combine	Default:	0.00 ft	Default:	0.00 ft
Increments:	0	Op Table:		Op Table:	
Pipe Count:	1	Ref Node:		Ref Node:	
Damping:	0.0000 ft	Manning's N:	0.0000	Manning's N:	0.0000
Length:	213.00 ft	Top Clip			
FHWA Code:	0	Default:	0.00 ft	Default:	0.00 ft
Entr Loss Coef:	1	Op Table:		Op Table:	
Exit Loss Coef:	1	Ref Node:		Ref Node:	
Bend Loss Coef:	0	Manning's N:	0.0000	Manning's N:	0.0000
Bend Location:	0.00 dec				
Energy Switch:	Energy				

Pipe Comment:

Weir Component			
Weir:	1	Bottom Clip	
Weir Count:	1	Default:	0.00 ft
Weir Flow Direction:	Both	Op Table:	
Damping:	0.0000 ft	Ref Node:	
Weir Type:	Sharp Crested Vertical	Top Clip	
Geometry Type:	Irregular	Default:	0.00 ft
Invert:	12.79 ft	Op Table:	
Control Elevation:	12.79 ft	Ref Node:	
Cross Section:	Weir and notch	Discharge Coefficients	
		Weir Default:	3.200
		Weir Table:	
		Orifice Default:	0.600
		Orifice Table:	

Weir Comment: 1/2 36" cap weir inside manhole.
2" Weir notch at Treatment volume stage, overflow at 2' above TVS

Weir Component			
Weir:	2	Bottom Clip	
Weir Count:	1	Default:	0.00 ft
Weir Flow Direction:	Both	Op Table:	
Damping:	0.0000 ft	Ref Node:	
Weir Type:	Sharp Crested Vertical	Top Clip	
Geometry Type:	Circular	Default:	0.00 ft
Invert:	10.50 ft	Op Table:	
Control Elevation:	10.50 ft	Ref Node:	
Max Depth:	0.31 ft	Discharge Coefficients	
		Weir Default:	3.200
		Weir Table:	
		Orifice Default:	0.600
		Orifice Table:	

Weir Comment: bleeder @ CE

Drop Structure Comment: Outfall pipe has flapgate at Wetland

Weir Link: Overland Weir (Wetland)

Scenario:	Scenario 1	**Bottom Clip**	
From Node:	Wetland Area East	Default:	0.00 ft
To Node:	Tailwater - Tenmile Creek	Op Table:	
Link Count:	1	Ref Node:	
Flow Direction:	Both	**Top Clip**	
Damping:	0.0000 ft	Default:	0.00 ft
Weir Type:	Broad Crested Vertical	Op Table:	
Geometry Type:	Irregular	Ref Node:	
Invert:	8.30 ft	**Discharge Coefficients**	
Control Elevation:	0.00 ft	Weir Default:	2.800
Cross Section:	Wetland Overland Weir	Weir Table:	
		Orifice Default:	0.600
		Orifice Table:	

Comment:

Weir Cross Section: Weir and notch

Scenario: Scenario 1
Lid: Yes

Bottom Point Table

Order	Station [ft]	Elevation [ft]
0	-1.50	2.21
1	-1.50	2.00
2	-0.08	2.00
3	-0.08	0.00
4	0.08	0.00
5	0.08	2.00
6	1.50	2.00
7	1.50	2.21

Lid Point Table

Order	Station [ft]	Elevation [ft]
0	-1.50	2.21
1	1.50	2.21

Comment:

Simulation: Recovery

Scenario: Recovery
Run Date/Time: 9/25/2024 2:06:18 PM
Program Version: StormWise 4.08.03

General

Run Mode: Normal

	Year	Month	Day	Hour [hr]
Start Time:	0	0	0	0.0000
End Time:	0	0	0	336.0000

	Hydrology [sec]	Surface Hydraulics [sec]	Groundwater [sec]
Min Calculation Time:	60.0000	0.1000	900.0000
Max Calculation Time:		30.0000	

Output Time Increments

Hydrology

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Surface Hydraulics

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Groundwater

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	60.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:
Reference ET Folder:
Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:

Green-Ampt Set:
Vertical Layers Set:
Impervious Set:
Roughness Set:
Crop Coef Set:
Fillable Porosity Set:

Conductivity Set:
Leakage Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6	ET for Manual Basins:	False
Over-Relax Weight Fact:	0.5 dec	Ia/S:	0.20 dec
dZ Tolerance:	0.0010 ft		
Max dZ:	1.0000 ft	Smp/Man Basin Rain Opt:	Global
Link Optimizer Tol:	0.0001 ft	OF Region Rain Opt:	Global
		Rainfall Name:	~SFWMD-72
Edge Length Option:	Automatic	Rainfall Amount:	0.00 in
		Storm Duration:	72.0000 hr
Dflt Damping (2D):	0.0050 ft	Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (2D):	100 ft2	Min Node Srf Area (1D):	100 ft2
Energy Switch (2D):	Energy	Energy Switch (1D):	Energy

Comment:

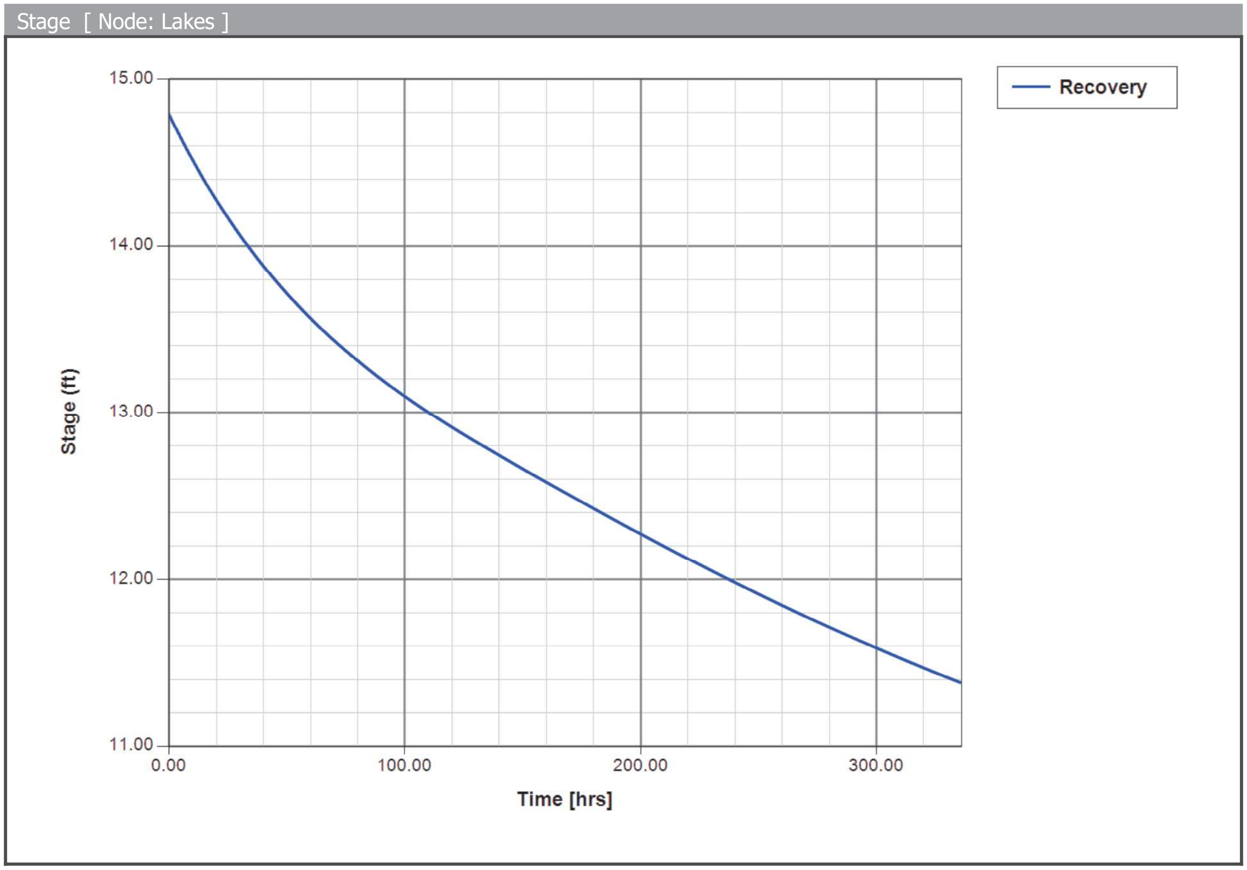
Node: Lakes

Scenario: Recovery
Type: Stage/Area
Base Flow: 0.00 cfs
Initial Stage: 14.79 ft
Warning Stage: 0.00 ft
Alert Stage: 0.00 ft

Stage [ft]	Area [ac]	Area [ft2]
16.50	15.0000	653400
16.00	9.1300	397703
15.50	6.5900	287060
14.50	6.1100	266152
13.50	5.6400	245678
12.50	5.1800	225641
11.50	4.7200	205603
11.00	4.5000	196020
10.50	4.2800	186437

Comment: 10 Yr 24 Hour recovery from peak stage

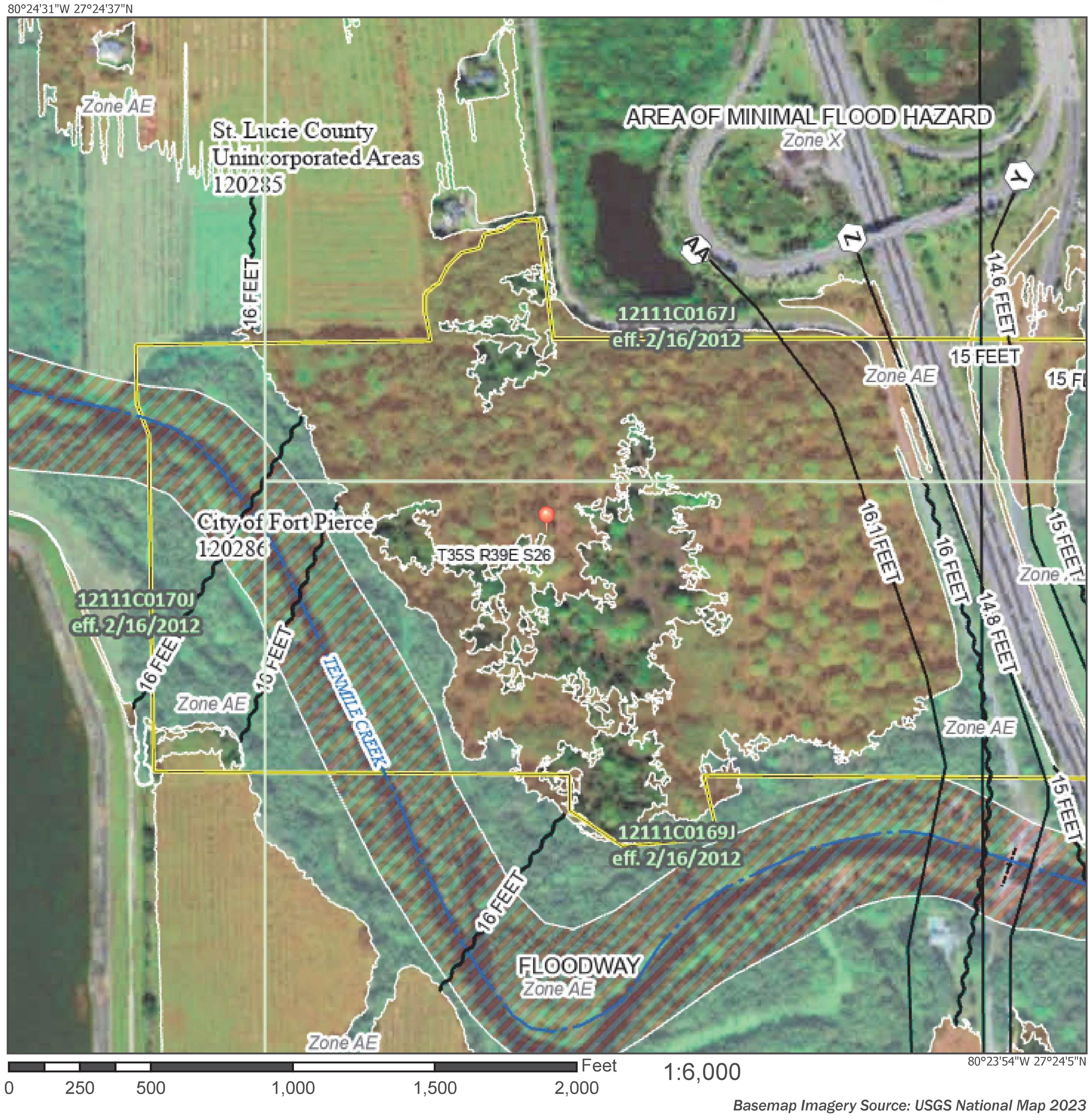
Stage [Node: Lakes]



Appendix B

National Flood Hazard Layer FIRMette

FEMA


80°24'31"W 27°24'37"N
Zone AE
St. Lucie County
Unincorporated Areas
120285
16 FEET
AREA OF MINIMAL FLOOD HAZARD
Zone X
AA
Z
Y
14.6 FEET
12111C0167J
eff. 2/16/2012
15 FEET
Zone AE
15 FE
City of Fort Pierce
120286
T35S R39E S26
16.1 FEET
16 FEET
14.8 FEET
15 FEET
Zone
12111C0170J
eff. 2/16/2012
16 FEE
Zone AE
16 FEET
TENMILE CREEK
Zone AE
12111C0169J
eff. 2/16/2012
15 FEET
16 FEET
FLOODWAY
Zone AE
Zone AE
0
250
500
1,000
1,500
2,000
Feet
1:6,000
80°23'54"W 27°24'5"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) *Zone A, V, A99*
		With BFE or Depth *Zone AE, AO, AH, VE, AR*
	▨	Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		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 X*
	▨	Future Conditions 1% Annual Chance Flood Hazard *Zone X*
	▨	Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
	▨	Area with Flood Risk due to Levee *Zone D*
OTHER AREAS	NO SCREEN	Area of Minimal Flood Hazard *Zone X*
	☐	Effective LOMRs
		Area of Undetermined Flood Hazard *Zone D*
GENERAL STRUCTURES	—	Channel, Culvert, or Storm Sewer
	┆┆┆┆┆┆	Levee, Dike, or Floodwall
OTHER FEATURES	B 20.2 17.5	Cross Sections with 1% Annual Chance Water Surface Elevation
	8 —	Coastal Transect
	513	Base Flood Elevation Line (BFE)
	—	Limit of Study
	—	Jurisdiction Boundary
	—	Coastal Transect Baseline
	—	Profile Baseline
	—	Hydrographic Feature
MAP PANELS	☐	Digital Data Available
	☐	No Digital Data Available
	☒	Unmapped

N

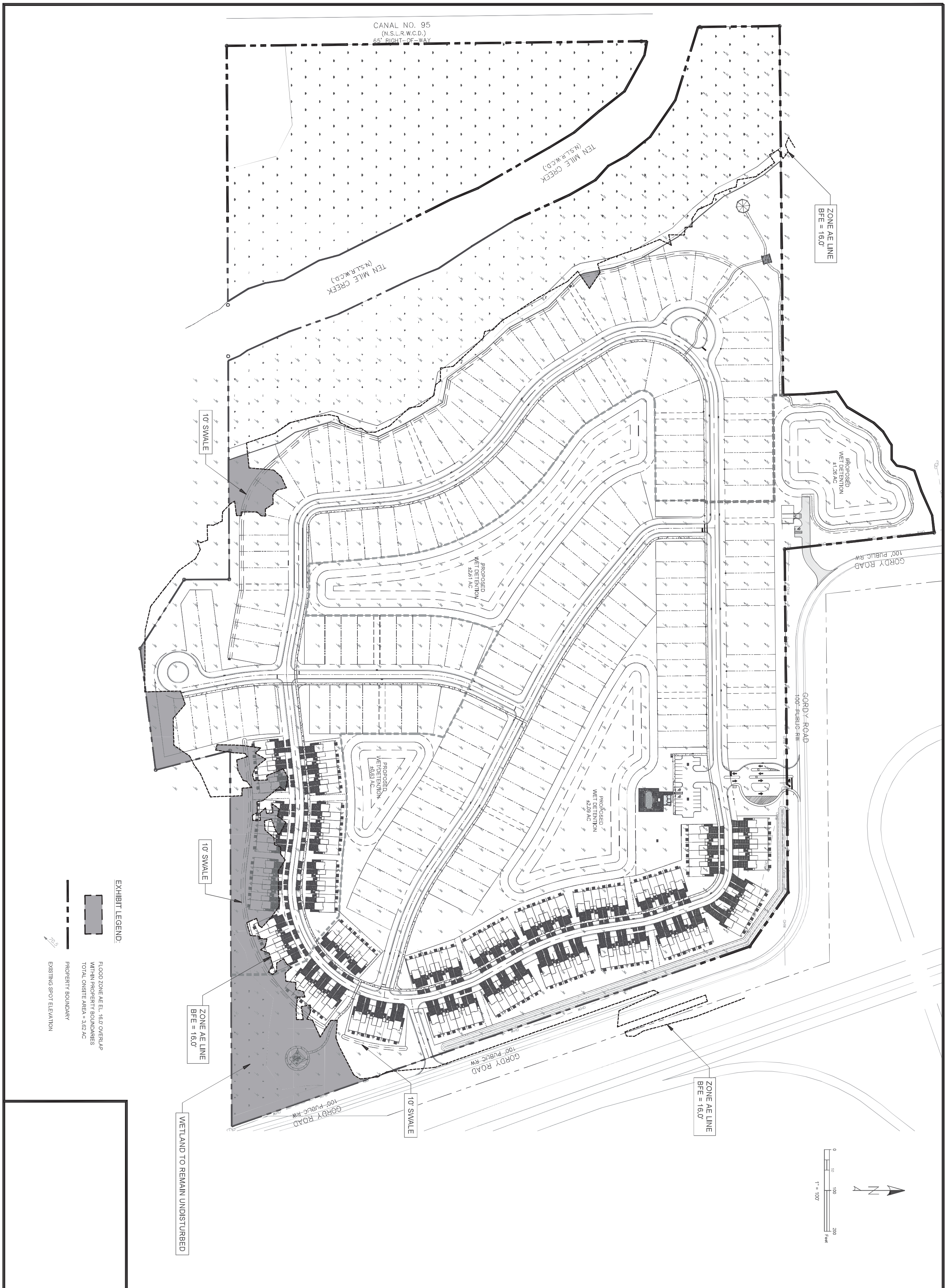
📍 The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 9/24/2024 at 5:59 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

FILE: C:\Users\Katie\Mills, Short & Associates\Common - Documents_Projects\24-170 Zentex Residential\CADD_PLOTS\2024.09.25 flood zone exhibit\EX-1 Floodplain Analysis Exhibit.dwg DATE: 9/25/2024 TIME: 11:14 AM


CANAL NO. 95
(N.S.L.R.W.C.D.)
65' RIGHT-OF-WAY
TEN MILE CREEK
(N.S.L.R.W.C.D.)
TEN MILE CREEK
(N.S.L.R.W.C.D.)
ZONE AE LINE
BFE = 16.0'
10' SWALE
PROPOSED
WET DETENTION
±1.26 AC
GORDY ROAD
100' PUBLIC RW
PROPOSED
WET DETENTION
±2.61 AC
PROPOSED
WET DETENTION
±0.63 AC
PROPOSED
WET DETENTION
±2.09 AC
GORDY ROAD
100' PUBLIC RW
10' SWALE
EXHIBIT LEGEND:
FLOOD ZONE AE EL. 16.0' OVERLAP
WITHIN PROPERTY BOUNDARIES
TOTAL ONSITE AREA = 3.62 AC
PROPERTY BOUNDARY
70.5
EXISTING SPOT ELEVATION
ZONE AE LINE
BFE = 16.0'
GORDY ROAD
100' PUBLIC RW
10' SWALE
GORDY ROAD
100' PUBLIC RW
ZONE AE LINE
BFE = 16.0'
WETLAND TO REMAIN UNDISTURBED
0
50
100
200
Feet
1" = 100'
N

EX-1

PROJ. NO.	DATE	SHEET NO.
24-170	2024.09.25	EX-1

GORDY CREEK RESIDENTIAL

CITY OF FORT PIERCE
FLORIDA, 34945

THIS SHEET
FLOODPLAIN ANALYSIS EXHIBIT

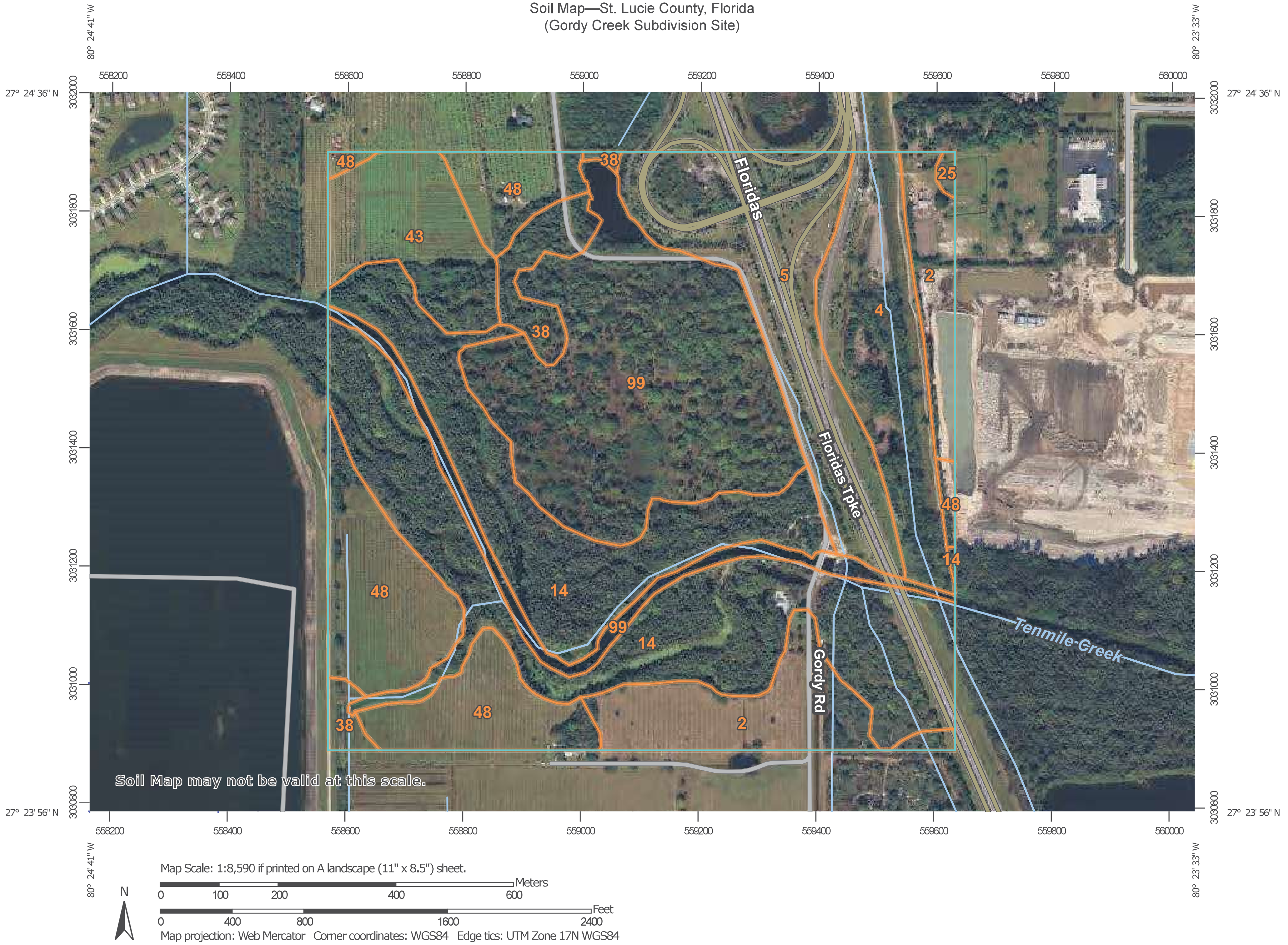
DRAWN BY	CHECKED BY	APPROVED BY	SCALE:
KKR	JWM	JWM	SEE SHEET

ISSUE	DATE	COMMENTS

Mills, Short & Associates
PHONE: 772.226.7282
C.A. #: 30698
WEBSITE:
www.MillsShortAssociates.com
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

Appendix C

Soil Map—St. Lucie County, Florida
(Gordy Creek Subdivision Site)


80° 24' 41" W
80° 23' 33" W
27° 24' 36" N
27° 23' 56" N
558200
558400
558600
558800
559000
559200
559400
559600
559800
560000
3032000
3031800
3031600
3031400
3031200
3031000
3030800
48
38
48
43
25
2
4
5
38
99
48
14
14
99
14
48
38
48
2
Floridas
Floridas Tpke
Gordy Rd
Tenmile Creek
Soil Map may not be valid at this scale.
N
0
100
200
400
600
Meters
0
400
800
1600
2400
Feet

Map Scale: 1:8,590 if printed on A landscape (11" x 8.5") sheet.

Map projection: Web Mercator   Corner coordinates: WGS84   Edge tics: UTM Zone 17N WGS84

Natural Resources Conservation Service

Web Soil Survey
National Cooperative Soil Survey

MAP LEGEND

Area of Interest (AOI)
- ☐ Area of Interest (AOI)

Soils
- ☐ Soil Map Unit Polygons
- 〰 Soil Map Unit Lines
- ■ Soil Map Unit Points

Special Point Features
- ☉ Blowout
- ⊠ Borrow Pit
- ✱ Clay Spot
- ◇ Closed Depression
- ✕ Gravel Pit
- ∴ Gravelly Spot
- ● Landfill
- ʎ Lava Flow
- ⚶ Marsh or swamp
- ⚒ Mine or Quarry
- ◎ Miscellaneous Water
- ◎ Perennial Water
- ∨ Rock Outcrop
- + Saline Spot
- ∷ Sandy Spot
- ⊖ Severely Eroded Spot
- ◇ Sinkhole
- ≫ Slide or Slip
- ø Sodic Spot
- ≡ Spoil Area
- ◊ Stony Spot
- ◊◊ Very Stony Spot
- ▽ Wet Spot
- △ Other
- ⁃ Special Line Features

Water Features
- ∼ Streams and Canals

Transportation
- ┼┼┼ Rails
- 〰 Interstate Highways
- 〰 US Routes
- 〰 Major Roads
- 〰 Local Roads

Background
- 🟩 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Lucie County, Florida
Survey Area Data: Version 17, Sep 6, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

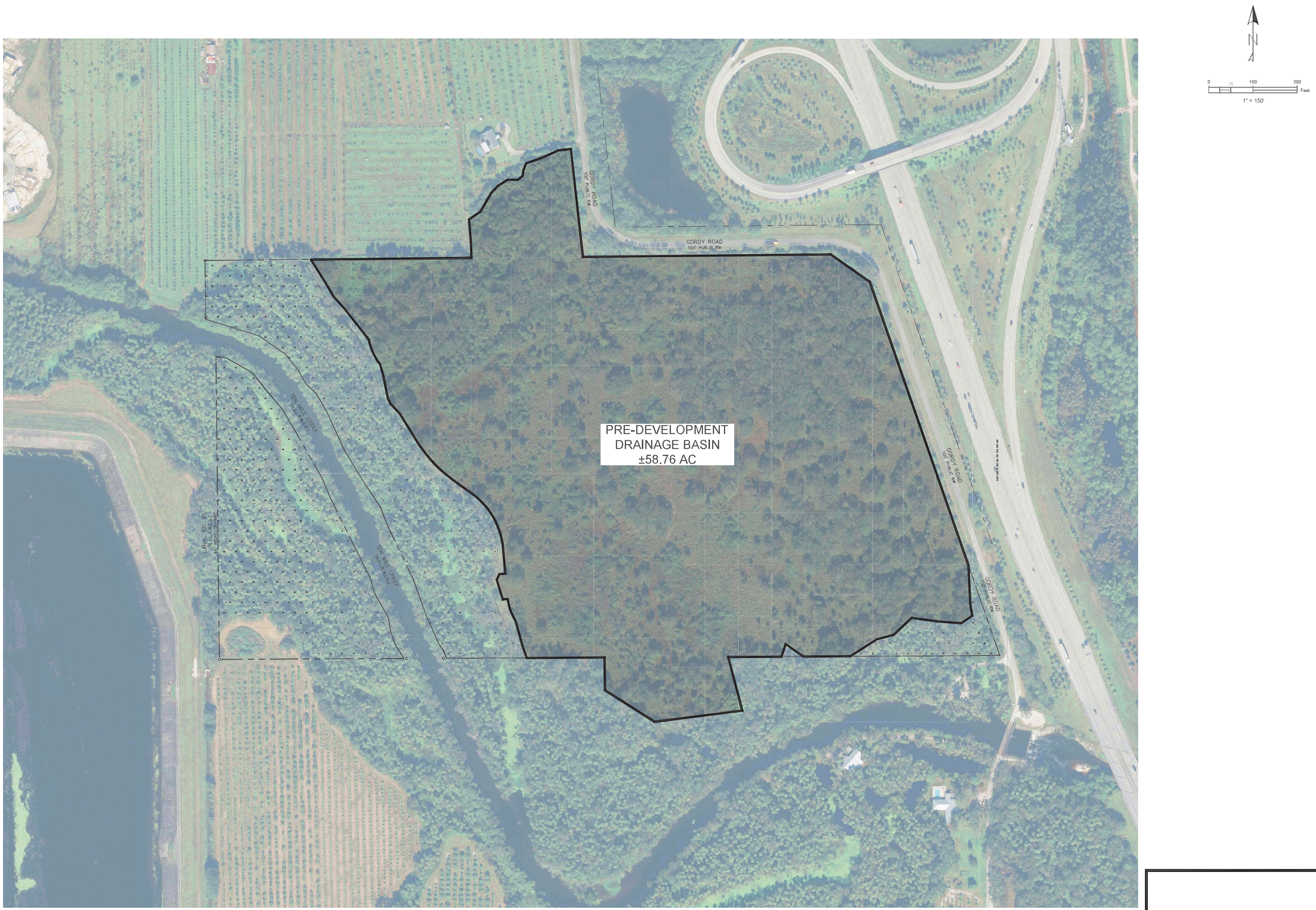
Date(s) aerial images were photographed: Jan 18, 2022—Jan 30, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Ankona and Farmton sands	23.0	8.6%
4	Arents, 0 to 5 percent slopes	22.1	8.3%
5	Arents, 45 to 65 percent slopes	30.6	11.4%
14	Fluvaquents, frequently flooded	77.1	28.8%
25	Nettles and Oldsmar sands	0.5	0.2%
38	Riviera fine sand, 0 to 2 percent slopes	7.5	2.8%
43	Susanna and Wauchula sands	14.6	5.5%
48	Wabasso sand, 0 to 2 percent slopes	34.0	12.7%
99	Water	58.0	21.7%
Totals for Area of Interest		**267.4**	**100.0%**

Appendix D


PRE-DEVELOPMENT
DRAINAGE BASIN
±58.76 AC
GORDY ROAD
100' PUBLIC RW
GORDY ROAD
100' PUBLIC RW
GORDY ROAD
100' PUBLIC RW
TEN MILE CREEK
(N.S.L.R.W.C.D.)
TEN MILE CREEK
(N.S.L.R.W.C.D.)
CANAL NO. 95
(N.S.L.R.W.C.D.)
65' RIGHT-OF-WAY
N
0
75
150
300
Feet
1" = 150'

FILE: C:\Users\katie\Mills, Short & Associates\Common - Documents_Projects\24-170 Zentex Residential\CADD\Exhibits\Pre-Dev Drainage Basin.dwg

DATE: 7/16/2024

TIME: 10:05 AM

Mills, Short & Associates

PHONE: 772.226.7282
C.A. #: 30698

WEBSITE:
www.MillsShortAssociates.com

700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

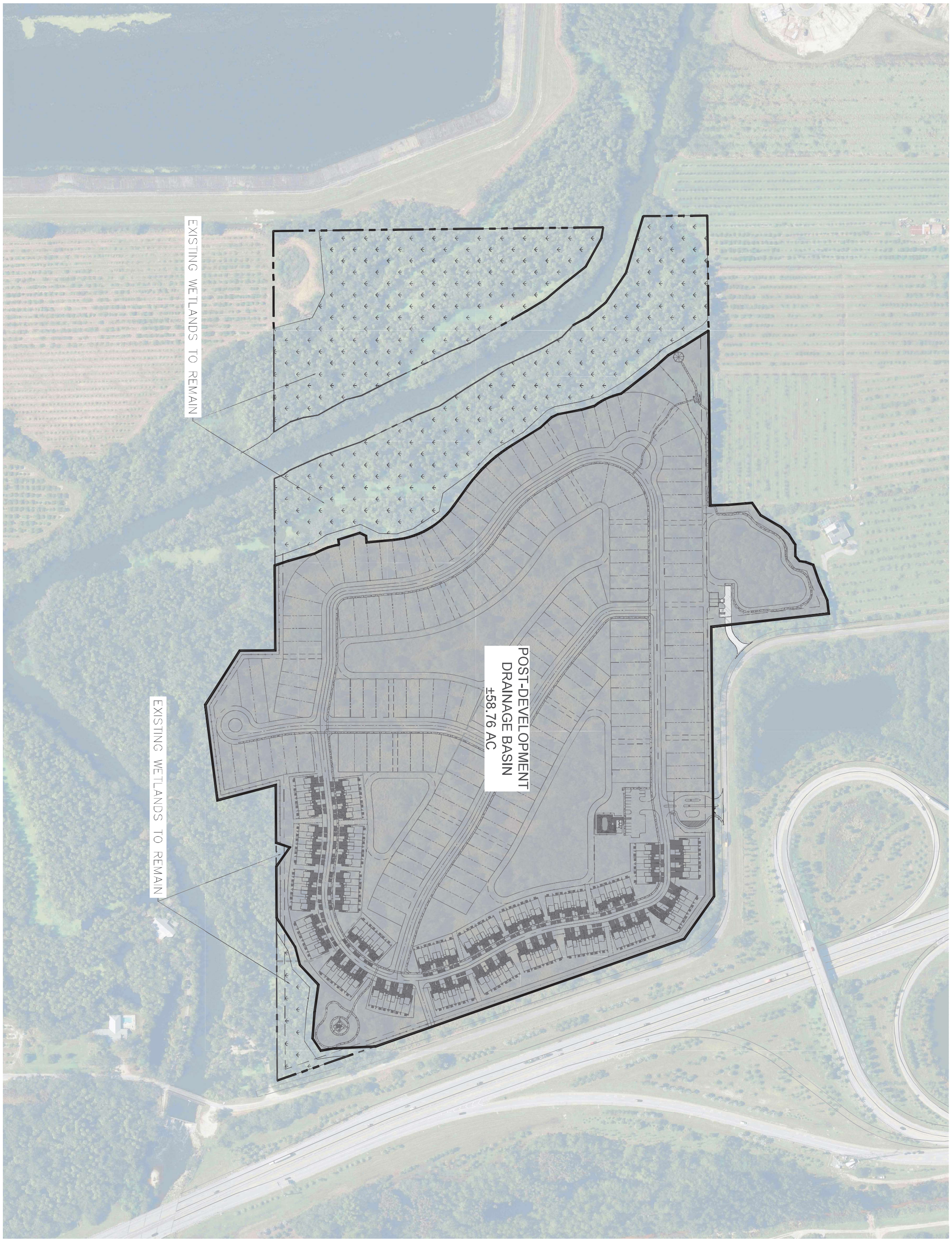
ISSUE	DATE	COMMENTS

GORDY CREEK
GORDY ROAD
CITY OF FORT PIERCE

THIS SHEET
PRE-DEVELOPMENT DRAINAGE BASIN

DRAWN BY	CHECKED BY	APPROVED BY	SCALE:
KKR	JWM	JWM	SEE SHEET

PROJ. NO. 24-170
DATE 2024.01.26
SHEET NO.
EX-1


EXISTING WETLANDS TO REMAIN
POST-DEVELOPMENT
DRAINAGE BASIN
±58.76 AC
EXISTING WETLANDS TO REMAIN
0
75
150
300
Feet
1" = 150'
N

ISSUE	DATE	COMMENTS

EX-2

SHEET NO.
DATE 2024.01.26
PROJ. NO. 24-170

GORDY CREEK

GORDY ROAD
CITY OF FORT PIERCE

THIS SHEET
POST-DEVELOPMENT DRAINAGE BASIN

DRAWN BY	CHECKED BY	APPROVED BY	SCALE:
KKR	JWM	JWM	SEE SHEET

Mills, Short & Associates
PHONE: 772.226.7282
C.A. #: 30698
WEBSITE:
www.MillsShortAssociates.com
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

Appendix E

Discharge Volume Criteria: (NSLRWCD)

2 inch x Project Area = 9.8 ac-ft (Within a 24 hour period)

24 Hr Increments	AC-FT/Day	24 Hr Increments	AC-FT/Day
13 - 37	0.6	42 - 66	8.5
14 - 38	0.8	43 - 67	8.4
15 - 39	1.1	44 - 68	9.7
16 - 40	1.4	45 - 69	9.6
17 - 41	1.7	46 - 70	9.4
18 - 42	2.1	47 - 71	9.2
19 - 43	2.4	48 - 72	9.0
20 - 44	2.8	49 - 73	8.8
21 - 45	3.2	50 - 74	8.6
22 - 46	3.6	51 - 75	8.3
23 - 47	3.9	52 - 76	8.1
24 - 48	4.3	53 - 77	7.9
25 - 49	4.7	54 - 78	7.7
26 - 50	5.0	55 - 79	7.5
27 - 51	5.4	56 - 80	7.4
28 - 52	5.7	57 - 81	7.2
29 - 53	6.1	58 - 82	7.0
30 - 54	6.4	59 - 83	6.8
31 - 55	6.8	60 - 84	6.6
32 - 56	7.1	61 - 85	6.4
33 - 57	7.4	62 - 86	6.3
34 - 58	7.7	63 - 87	6.1
35 - 59	8.0	64 - 88	5.9
36 - 60	8.3	65 - 89	5.8
37 - 61	8.5	66 - 90	5.6
38 - 62	8.6		
39 - 63	8.6		
40 - 64	8.6		
41 - 65	8.5		

Appendix F

Complete Report (not including cost) Ver 4.3.5

Project: Gordy Creek
Date: 7/10/2024 5:59:25 PM

Site and Catchment Information

Analysis: Net Improvement

Catchment Name	Gordy Creek Dev Area
Rainfall Zone	Florida Zone 5
Annual Mean Rainfall	54.00

Pre-Condition Landuse Information

Landuse	Agricultural - General: TN=2.800 TP=0.487
Area (acres)	58.76
Rational Coefficient (0-1)	0.06
Non DCIA Curve Number	60.00
DCIA Percent (0-100)	0.00
Nitrogen EMC (mg/l)	2.800
Phosphorus EMC (mg/l)	0.487
Runoff Volume (ac-ft/yr)	15.072
Groundwater N (kg/yr)	0.000
Groundwater P (kg/yr)	0.000
Nitrogen Loading (kg/yr)	52.034
Phosphorus Loading (kg/yr)	9.050

Post-Condition Landuse Information

Landuse	Single-Family: TN=2.070 TP=0.327
Area (acres)	58.76
Rational Coefficient (0-1)	0.12
Non DCIA Curve Number	67.00
DCIA Percent (0-100)	5.23
Wet Pond Area (ac)	4.28
Nitrogen EMC (mg/l)	2.070
Phosphorus EMC (mg/l)	0.327
Runoff Volume (ac-ft/yr)	29.244
Groundwater N (kg/yr)	0.000
Groundwater P (kg/yr)	0.000
Nitrogen Loading (kg/yr)	74.639

Phosphorus Loading (kg/yr)	11.791

Catchment Number: 1 Name: Gordy Creek Dev Area

Project: Gordy Creek
Date: 7/10/2024

Wet Detention Design

Permanent Pool Volume (ac-ft)	16.000
Permanent Pool Volume (ac-ft) for 31 days residence	2.484
Annual Residence Time (days)	200
Littoral Zone Efficiency Credit	
Wetland Efficiency Credit	

Watershed Characteristics

Catchment Area (acres)	58.76
Contributing Area (acres)	54.480
Non-DCIA Curve Number	67.00
DCIA Percent	5.23
Rainfall Zone	Florida Zone 5
Rainfall (in)	54.00

Surface Water Discharge

Required TN Treatment Efficiency (%)	30
Provided TN Treatment Efficiency (%)	43
Required TP Treatment Efficiency (%)	23
Provided TP Treatment Efficiency (%)	80

Media Mix Information

Type of Media Mix	Not Specified
Media N Reduction (%)	
Media P Reduction (%)	

Groundwater Discharge (Stand-Alone)

Treatment Rate (MG/yr)	0.000
TN Mass Load (kg/yr)	0.000
TN Concentration (mg/L)	0.000
TP Mass Load (kg/yr)	0.000
TP Concentration (mg/L)	0.000

Load Diagram for Wet Detention (stand-alone)

Load
N: 74.64 kg/yr
P: 11.79 kg/yr

→

Treatment
N: 43 %
P: 80 %

→

Surface Discharge
N: 42.69 kg/yr
P: 2.37 kg/yr

↓

Mass Reduction
N: 31.95 kg/yr
P: 9.42 kg/yr

Load Diagram for Wet Detention (As Used In Routing)

Upstream Nodes
None

Load
N: 74.64 kg/yr
P: 11.79 kg/yr
Q: 29.24 ac-ft

→

Treatment
N: 42.8 %
P: 79.9 %

→

Mass Discharged
N: 42.69 kg/yr
P: 2.37 kg/yr
Q: 29.24 ac-ft

↓

Mass Removed
N: 31.95 kg/yr
P: 9.42 kg/yr

Summary Treatment Report Version: 4.3.5

Project: Gordy Creek

Date:7/10/2024

Analysis Type: Net Improvement
BMP Types:
Catchment 1 - (Gordy Creek Dev Area) Wet Detention
Based on % removal values to the nearest percent

Routing Summary
Catchment 1 Routed to Outlet

Total nitrogen target removal met? **Yes**
Total phosphorus target removal met? **Yes**

Summary Report

Nitrogen

Surface Water Discharge

Total N pre load	52.03 kg/yr	
Total N post load	74.64 kg/yr	
Target N load reduction	30 %	
Target N discharge load	52.03 kg/yr	
Percent N load reduction	43 %	
Provided N discharge load	42.69 kg/yr	94.12 lb/yr
Provided N load removed	31.95 kg/yr	70.46 lb/yr

Phosphorus

Surface Water Discharge

Total P pre load	9.05 kg/yr	
Total P post load	11.791 kg/yr	
Target P load reduction	23 %	
Target P discharge load	9.05 kg/yr	
Percent P load reduction	80 %	
Provided P discharge load	2.375 kg/yr	5.24 lb/yr
Provided P load removed	9.416 kg/yr	20.762 lb/yr

Appendix G

DATA REPORT

ZENTEX PARCEL SHWT
GORDY ROAD
FORT PIERCE, FLORIDA

UES PROJECT NO. 3330.2400022.0000

PREPARED FOR:

Mills, Short & Associates, LLC
700 22nd Place, Suite 2C
Vero Beach, FL 32960

Attn: J. Wesley Mills

PREPARED BY:

UES
607 NW Commodity Cove
Port St. Lucie, Florida 34986
(772) 924-3575

February 7, 2024

UES™

February 7, 2024

J. Wesley Mills
Mills, Short & Associates, LLC
700 22nd Place, Suite 2C
Vero Beach, FL 32960

Subject: Data Report
Zentex Parcel SHWT
Gordy Road, Fort Pierce, FL
UES Project No. 3330.2400022.0000

Dear J. Wesley Mills:

UES has completed the engineering evaluation for the above referenced project in accordance with the service agreement for this project. The scope of services was completed in general accordance with UES's Geotechnical Engineering Proposal No. 21-2193.03 dated January 26, 2024, planned in conjunction with and authorized by you.

Background Information

Per UES's recent email correspondence with you, UES understands that you are looking for an estimate of seasonal high-water table (SHWT) for the site located along Gordy Road in Fort Pierce, Florida. UES performed preliminary geotechnical exploration at the site in March 2022 for Meritage Homes of Florida, Inc. On January 26, 2024, Jeff Alexander of Meritage Homes authorized the use of findings from the preliminary study to provide SHWT estimates.

As illustrated on the Vicinity Map in Appendix A, the site is located along the west side of Gordy Road in Fort Pierce, Florida. At the time of UES's field exploration, the property was relatively flat with miscellaneous surface vegetation and some trees. However, some areas were densely vegetated. The site was generally bordered by similar properties and Gordy Road to the north, Gordy Road to the east, and Tenmile Creek to the south and west.

Normal Groundwater Table

Normal water table refers to the average level of the groundwater table in the area under natural conditions. It is subject to seasonal fluctuations and can be influenced by factors such as precipitation, climate, and geological conditions. The normal water table used to estimate the seasonal high-water table was determined during the initial exploration conducted in March 2022 and it was found to be approximately **7.0 to 10.0 feet below the existing grade, depending on the test boring location**.

Seasonal High Groundwater Table

The normal seasonal high groundwater level each year is the level that typically occurs in the July to September period at the end of the rainy season during a year of normal or average rainfall.

Note that UES's estimate of seasonal high groundwater level is based on limited data and does not provide any assurance that groundwater levels will not exceed the estimated level during any given year in the future. If the rainfall intensity and duration or total rainfall quantities exceed those normally anticipated, then groundwater levels will likely exceed the seasonal high estimate.

The estimate of seasonal high groundwater level is made for the site at the present time. Future development of adjoining or nearby properties and development on a regional scale may affect the local seasonal high groundwater table. UES makes no warranty on the estimate of the seasonal high groundwater table.

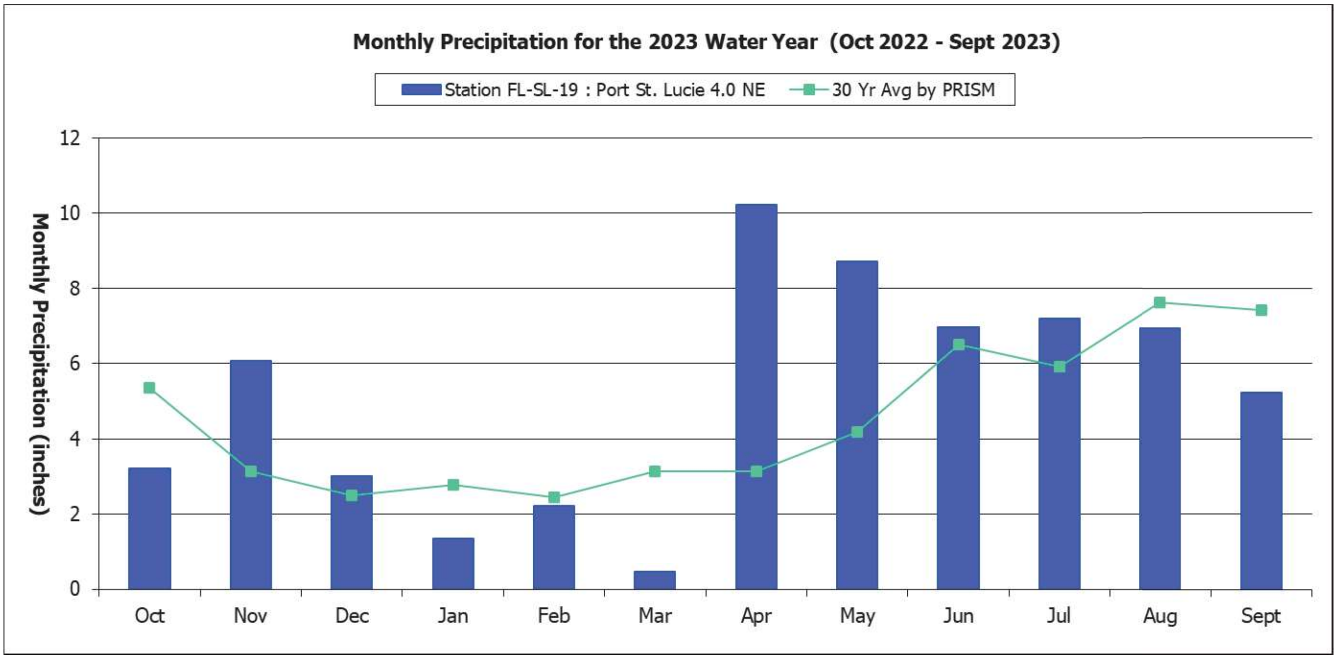
The normal seasonal high groundwater level is affected by several factors. The drainage characteristics of the soils, the land surface elevation, relief points such as drainage ditches, lakes, rivers, canals, swamp areas, etc., and distance to relief points are some of the more important factors influencing the seasonal high groundwater level.

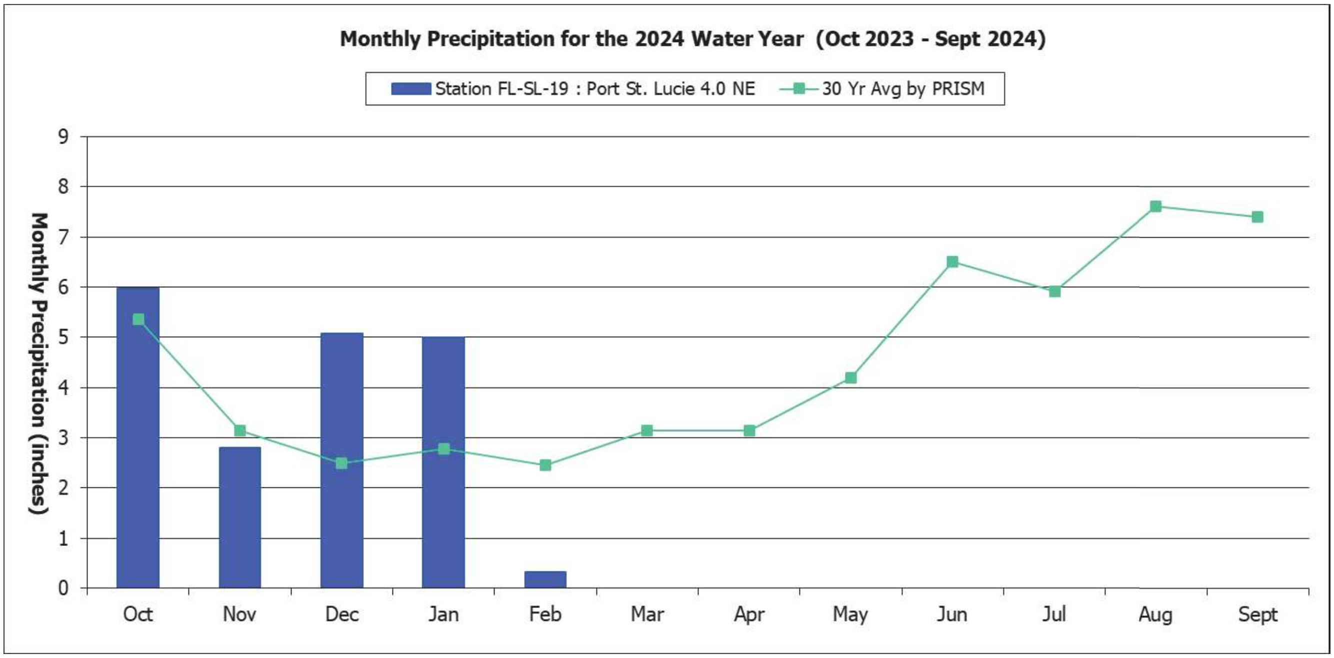
Historical Rainfall Information

UES reviewed available monthly precipitation data from several stations in the Fort Pierce area (Station Number FL-SL-19) from August 2023 through January 2024 utilizing the Community Collaborative Rain, Hail & Snow Network website, which corresponds to the six (6) months prior to the time of the field exploration. The data indicated that the recorded rainfall during this period was slightly higher than the 30-year recorded average rainfall.

2023-2024 CoCoRaHS Water Year Summary for Station [1]		
Station Name: Port St. Lucie 4.0 NE	Station Number: FL-SL-19	
Month / Year	**Daily Precipitation Sum (inches)**	**30-Year Average by PRISM (inches)**
August 2023	6.94	7.62
September 2023	5.23	7.41
October 2023	5.97	5.36
November 2023	2.79	3.15
December 2023	5.08	2.49
January 2024	4.99	2.78

[1] Data Obtained from https://wys.cocorahs.org/station/FL-SL-19/2023
Data Obtained from https://wys.cocorahs.org/station/FL-SL-19/2024





The geology of the site, as mapped on the USDA Soil Survey of St. Lucie County, Florida, consists of six (6) soil type. A brief summary of the mapped surficial soil types is presented in table below:

Summary of Published Soil Data[2]				
Soil Symbol	**Soil Type**	**Hydrologic Group**	**Drainage Characteristics**	**Depth of Published GWT (feet)**
14	Fluvaquents, frequently flooded	D	Very Poorly Drained	0.0 – 0.5
38	Riviera fine sand, 0 to 2 percent slopes	A/D	Poorly Drained	0.25 – 1.5
43	Susanna and Wauchula Sands	A/D	Poorly Drained	0.5 – 1.5
48	Wabasso sand, 0 to 2 percent slopes	C/D	Poorly Drained	0.5 – 1.5
5	Arents, 45 to 65 percent slopes	A	Well Drained	> 6.5
99	Water	-	-	-

[2] Data Obtained from https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx

U. S. Geological Survey (USGS) Water Database

UES reviewed the U. S. Geological Survey (USGS) water database for existing monitoring wells in the adjacent areas of the site. One (1) well was encountered at the northeast corner of the site which is STL-213. STL-213 (monitoring location 272427080240201) presents water data back to 1988 available online. **Figure 1** depicts the summary groundwater level in feet above NAVD 1988 (feet) for this adjacent well.

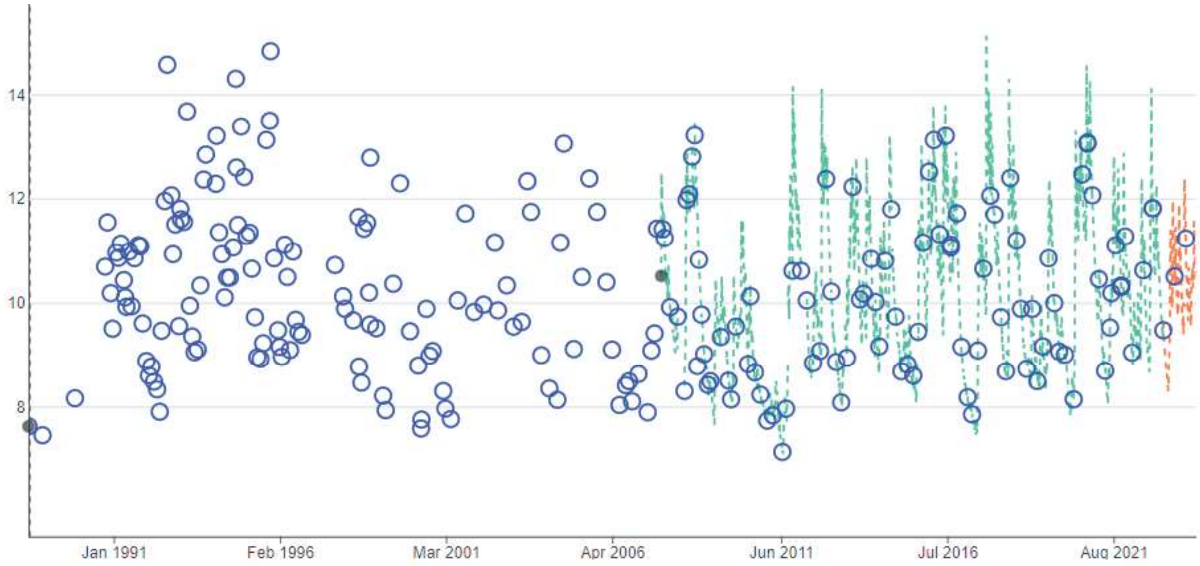


Figure 1 – Groundwater level above NAVD 1988, ft, ft for Well STL-213

Based on the information presented and reviewed and considering the elevation of the site, UES anticipated an Estimated Seasonal High Groundwater Table of approximately **3.0 to 5.0 feet below the existing grade**. If a more comprehensive water table analysis is necessary, UES recommends a site-specific investigation. To better interpret the groundwater data, UES suggests the following measures, but not limited to:

1. On-site installation of monitoring wells or piezometers for a certain period of time, preferably during the wet season since the groundwater table fluctuates throughout the year in response to seasonal rainfall.

2. Performing a comprehensive study to determine accurate seasonal high-water data by a hydrogeologist.

The groundwater table typically fluctuates seasonally depending upon local rainfall and other site specific and/or local influences. Brief ponding of stormwater may occur across the site after heavy or extended rainfall events. No additional evaluation was included in UES's scope of work in relation to the wet seasonal high/low groundwater table or any existing well fields in the vicinity. Well fields may influence water table levels and cause significant fluctuations.

Dry Groundwater Table

The condition in which the water table is lower than the normal level, it's termed as dry water table. It may occur due to factors such as excessive pumping of groundwater and climatic conditions leading to a decrease in the amount of water available in aquifers and wells. UES is unaware of any dewatering wells in the vicinity of the site. Based on UES's knowledge of the general area, aquifers are expected to be at depths greater than 100 ft below existing grades, and therefore should not influence the normal groundwater levels. Based on the information presented and reviewed and considering the elevation of the site, UES anticipates the dry groundwater table to be the same as the normal ground water table.

Limitations

This consulting report has been prepared for the exclusive use of Mills, Short & Associates, LLC, and members of the design team for the proposed development in Fort Pierce, Florida. This report has been prepared in accordance with accepted local geotechnical engineering practices. No other warranty, express or implied, is made.

The evaluation submitted in this report is based in part upon the data collected during a field exploration conducted on March 4, 2022. However, the nature and extent of variations throughout the subsurface profile may not become evident until construction. If variations then appear evident, it may be necessary to reevaluate information and professional opinions as provided in this report.

Closure

UES appreciates the opportunity to be of service during this phase of the project and looks forward to a continued association. Please do not hesitate to contact UES if you have any questions or comments, or if UES may further assist you as your plans proceed.

Respectfully Submitted,

UES
Florida Registry No. 4930

This item has been digitally signed and sealed by Allan G. Abubakar, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Allan G. Abubakar, P.E.
Senior Project Engineer
Florida Registration No. 69952

Dhanuhasini Subramaniam, E.I.
Project Engineer

Distribution: J. Wesley Mills – Mills, Short & Associates, LLC 1 pdf

South Florida Water Management District
Conceptual Permit No. 56-110843-P
Date Issued: March 31, 2025

Permittee:	Zentex Ventures LTD 44 Cocoanut Row Unit B-22 Palm Beach, FL 33480
Project:	Gordy Creek Residential
Application No.	240423-43466
Location:	St Lucie County, See Exhibit 1

Your application for a Conceptual Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's RegPermitting site at www.sfwmd.gov/regpermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email regpermitting@sfwmd.gov.

Jesse Markle

Jesse Markle, P.E.
Chief, Environmental Resource Bureau

South Florida Water Management District
Conceptual Permit No. 56-110843-P

Date Issued: March 31, 2025	**Expiration Date:** March 31, 2045
Project Name:	Gordy Creek Residential
Permittee:	Zentex Ventures LTD 44 Cocoanut Row Unit B-22 Palm Beach, FL 33480
Operating Entity:	Gordy Creek Residential Community Association, Inc.
Location:	St Lucie County
Permit Acres:	75.98 acres
Project Land Use:	Residential
Special Drainage District:	North St Lucie River Water Control District
Water Body Classification:	CLASS III
FDEP Water Body ID:	3194A
Wetland and Surface Water Impacts:	0.35 acres
Sovereign Submerged Lands:	No

Project Summary

This Environemntal Resource Permit (ERP) authorizes Conceptual Approval of a stormwater management (SWM) system serving 75.98 acres of residential development known as Gordy Creek Residential.

The project proposes a residential subdivision consisting of 178 single family lots, 136 townhomes, amenities, internal access roads and project SWM system. The SWM system consists of site grading, inlets and storm sewer to collect and convey runoff to a wet detention system for treatment and attenuation prior to discharging to Ten Mile Creek. Please refer to the Engineering Evaluation and Exhibit Nos. 2.0, 2.1 and 2.2 for additional information.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, FAC.

Site Description

The site is a vacant parcel located south of the intersection of Okeechobee and Gordy Rds. in St. Lucie County. Refer to Exhibit No. 1.0 for a location map.

For information on wetland and other surface water (OSW) impacts, please see the Wetlands and Other Surface Water OSWs section of this permit.

Ownership and Operation & Maintenance (O&M)

Perpetual O&M of the SWM system is the responsibility of Gordy Creek Residential Community Association, Inc. as indicated in the submitted draft governing documents. Refer to Exhibit No. 4.0.

Engineering Evaluation:

Land Use

Please refer to Exhibit No. 2.1A, Page 18 of 53 for land use details.

Water Quality

The project is located within a watershed identified by the Florida Department of Environmental Protection as impaired; therefore, the design includes a site-specific pollutant loading analysis and an additional 50% water quality treatment volume above the amounts required pursuant to Subsection 4.2.1, ERP Applicant's Handbook (AH) Volume (Vol.) II, as reasonable assurances that the projects discharge will not cause or contribute to violations of State water quality standards. The project provides 12.12 ac-ft of water quality treatment.

The project includes implementation of a Stormwater Pollution Prevention Plan, (Exhibit No. 2.0), as additional reasonable assurance of compliance with water quality criteria during construction.

Discharge

As found in Exhibit No. 2.1A, Page 7 of 53, the SWM design meets the criteria of Section 3.2(a), ERP AH Vol. II based on a pre- vs. post-development analysis.

Road Design

As found in Exhibit No. 2.1A, Page 7 of 53, minimum road crown elevations (14.38-ft NAVD) have been set at or above the peak design storm elevation (13.72-ft NAVD).

Perimeter Berm

As found in Exhibit No. 2.0, minimum perimeter berm elevations (15.75-ft NAVD) have been set at or above the peak design storm elevation (14.61-ft NAVD).

Finished Floors

As found in Exhibit No. 2.0, minimum finished floor elevations (17.84-ft NAVD) have been set at or above the peak design storm elevation (17.20-ft NAVD).

Flood Plain/Compensating Storage

The permittee submitted calculations demonstrating that the project will meet the compensating storage requirements of the Ten Mile Creek basin.

Construction Completion Certification (CCC) and O&M

Pursuant to Rule 62-330.310, FAC, Individual Permits will not be converted from the construction phase to the operation phase until CCC of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long-term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the CCC is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1 - 12.3, ERP AH Vol. I and Rule 62-330.310, FAC, the permittee is liable for O&M in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), FS, unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, FS, must be operated and maintained in perpetuity.

The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The O&M entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the O&M entity is responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4, ERP AH Vol. I for Minimum Operation and Maintenance Standards.

Notable project components requiring routine inspection and maintenance include but are not limited to:

- Side slopes for stormwater lakes and ponds – maintain side slopes no steeper than 4:1 (horizontal:vertical) to a depth of 2.0 feet below the control elevation and nurtured or planted from 2.0 feet below to 1.0 feet above the control elevation pursuant to Subsection 5.4.2, ERP AH Vol. II.

- Conveyance pipes, conveyance structures and discharge structures – all pipes and structures must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.

- Exfiltration trenches – all pipes and structures must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.

- Swales – maintain the permitted cross-section and vegetative cover.

- Underground storage facilities – all facilities must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.

- Pumps – float switches should be inspected and any obstructions removed to ensure proper operation; intake and discharge pipes should be maintained clear of trash, sediment and vegetative debris; motors should be maintained to ensure proper operation.

Environmental Evaluation:

Wetland and OSW Description

The project site is currently undeveloped and contains native and disturbed uplands (Open Land, FLUCCS 190 and Woodland Pastures, FLUCCS 213), and native wetlands and OSWs associated with the adjacent creek system (Streams and Lake Swamps Bottomland, FLUCCS 615). Vegetative species observed within the onsite wetland community includes bald cypress (*Taxodium distichum*), pond pine (*Pinus serotina*), red maple (*Acer rubrum*), dahoon holly (*Ilex cassine*), saw palmetto (*Serenoa repens*), common buttonbush (*Cephalanthus occidentalis*), water oak (*Quercus nigra*), laurel oak (*Quercus laurifolia*), cinnamon fern (*Osmundastrum cinnamomeum*), swamp fern (*Blechnum serrulatum*), marsh pennywort (*Hydrocotyle verticillata*), and spade leaf (*Centella asiatica*). The onsite portion of these wetlands (W-1A, W-1B, & W-2) encompasses 17.49 acres; however, these wetlands extend offsite to the north, west, and south and are hydrologically connected to Ten Mile Creek. Please refer to Exhibit No. 3.0. Additional wetland descriptions are available in the RegPermitting file.

Wetland and OSW Impacts

No direct wetland impacts are proposed with this project. Secondary impacts will also be avoided as the permittee is providing an average 25-foot wide, minimum 15-foot wide upland buffer between the development and the onsite and offsite wetlands, as well as preserve signage as shown on Exhibit No. 2.0.

Construction of the project will include impacts to a small, 0.35-acre onsite OSW, as described in the Environmental Data Table. This OSW is hydrologically connected to onsite wetland 'W-1A'. Exhibit No. 3.0 identifies the location of the OSW being impacted. Based on a review of historic and current aerial imagery, this OSW was likely a natural tributary to the overall creek system. Although this OSW contains predominately exotic vegetation (Brazilian pepper, bishop wood and strawberry guava) and has been altered due to various human disturbances throughout recent decades, this feature does not appear to be artificially constructed, nor does it appear to be excavated from uplands. Therefore, the habitat functions this feature provides will require mitigation. Because this OSW connects to a freshwater forested (FF) wetland community and is currently functioning as a forested system, District staff determined mitigating a FF community would be appropriate to offset proposed OSW impacts.

At the time of application for construction of future phases that will include OSW impacts, the permittee shall submit an updated summary and map which shows the location and acreage of the OSW to be impacted.

District staff have determined the project meets the elimination and reduction criteria in Subsection 10.2.1, ERP AH Vol. I, as the project will avoid direct impacts to 100% of onsite and offsite wetlands, with the exception of the 0.35-acre OSW providing minimal forested wetland function. Additionally, the permittee is providing 0.06 additional FF mitigation bank credits on top of what is minimally required to offset the proposed functional loss to this feature.

Mitigation Plan

To mitigate for the 0.35 acres of OSW impacts, the permittee will purchase 0.18 FF credits (0.12 required + 0.06 extra) from Bluefield Ranch Mitigation Bank (BRMB), as depicted in Exhibit No. 3.1. The amount and type of required mitigation was determined using the Wetland Rapid Assessment Procedure (WRAP). The final scores and BRMB reservation letter can be found in Exhibit No. 3.1.

Cumulative Impact Analysis

Since the mitigation is not located within the same basin as the proposed impacts, a cumulative impact analysis was conducted for FF wetlands within the St. Lucie Basin (Basin) pursuant to Subsection 10.2.8, ERP AH Vol. I. This analysis can be found in Exhibit No. 3.2.

The analysis identified 17,248 acres of FF wetlands in the Basin, of which 5,836 acres (33%) are "at risk" and not protected by land use restrictions or dedicated as public preserve land. Wetlands preserved/ protected accounted for 67% of all FF wetlands in the Basin. Based on the applicant's analysis, if "at risk" FF wetlands within the Basin were impacted to the same extent as the proposed project and all mitigation was conducted outside the Basin, a loss of 0.66% of FF wetlands in the Basin would occur.

Based on the analysis provided and available information, the District has determined that the project will not result in unacceptable cumulative impacts to the St. Lucie Basin. This conclusion is project specific and does not apply to any other application.

Wetland Hydrology (Water Quality & Quantity)

The hydrology of the onsite and offsite wetlands is primarily influenced by Ten Mile Creek which flows in a north to south direction along the western property boundary and eventually east towards the St. Lucie River. The site, in its existing condition, generally slopes towards Ten Mile Creek with a significant drop-off in elevation (+/- 6.0 feet) which has been included in SWM modeling and is reflected on the provided topographic survey located in the RegPermitting file. Overland flow may contribute some hydrology to the adjacent wetlands. Approximate ordinary high water elevations for Ten Mile Creek were derived from ERP No. 56-107962-P for Creekside, located just upstream of the subject property.

The proposed project control elevation (11.50-ft NAVD) is slightly lower than the surveyed average wetland boundary elevation (11.97-ft NAVD); however, this wetland elevation may be inflated due to the significant topography change between the uplands and wetlands. Additionally, elevations within the onsite wetlands vary from north (~ 10.0-ft NAVD) to south (~ 9.5-ft NAVD). Due to the close proximity of the lakes and wetlands, the permittee provided a gradient analysis evaluating the compatibility of the proposed control elevations with the onsite wetlands. The closest horizontal distance between the wetland boundary and the nearest pond's water level at control elevation is 355 feet, which yields a gradient of 0.0031 ft/ft. Therefore, adverse gradient impacts to the adjacent wetlands are not anticipated.

To ensure the proposed SWM system will not adversely impact the wetland's hydroperiod, including the reduction in overland sheetflow to the wetlands, the project design includes discharge from the SWM system to the preserved wetlands, and ultimately Ten Mile Creek. The permittee provided calculations demonstrating the discharge volumes and rates to and from the wetlands are similar in the pre- and post-development conditions during the 5-year, 1-day storm event, indicating that the hydroperiod will not be negatively affected. In addition, a flap gate will be installed at the outfall pipe to prevent backflow from the wetlands. Please refer to Exhibit No. 2.1 for additional information.

Pursuant to Subsection 10.2.7, ERP AH Vol. I, drainage features such as spreader swales and discharge structures are acceptable within upland buffers, provided the construction and operation of these features does not impacts wetlands. The proposed outfall shown on Sheet C-3B of Exhibit No. 2.0 encroaches within the upland buffer approximately 14.0 feet and encompasses an approximate area of 210 square feet. Additionally, the permittee provided calculations demonstrating discharge velocities will not be erosive. Therefore, a revegetation plan for any temporary buffer impacts is not proposed and natural recruitment is expected to occur.

No water quality impacts are expected to occur as the permittee has provided calculations demonstrating that all runoff which enters each wetland area will receive the required water quality treatment.

Additionally, erosion and sediment control measures will be implemented both prior to and during the construction to ensure that no adverse water quality impacts to receiving waters and adjacent lands will occur during the proposed work.

Wetland Monitoring and Maintenance

In addition to the modeling provided by the permittee, pursuant to Subsection 10.2.2.4(c) ERP AH Vol. I, monitoring will be conducted by the permittee for a period of five consecutive years to further demonstrate the proposed activity will not result in the altering of water levels in the onsite/adjacent wetlands or OSWs. Monitoring includes vegetative cover, hydrologic conditions, as well as wildlife usage and recommendations for maintenance work. Maintenance will be conducted in perpetuity by the permittee to ensure the onsite wetlands are maintained in their existing, pre-development conditions, or better. Please refer to Exhibit No. 3.3.

Gordy Creek, LLC will be responsible for all monitoring and maintenance activities associated with the onsite wetlands, including the ongoing O&M of all SWM structures within the wetland buffer areas, ensuring they continue to perform effectively in managing water quality and quantity as designed.

Fish, Wildlife, and Listed Species

The OSWs to be impacted provide minimal habitat for wetland-dependent species. The proposed mitigation at BRMB will provide higher quality habitat for wetland-dependent and aquatic species. No aquatic or wetland-dependent listed species or species having special protection were observed to be using the uplands within the project for nesting or denning.

This permit does not relieve the permittee from complying with all applicable rules and any other agencies' requirements if, in the future, endangered or threatened species or species of special concern are discovered on the site.

Public Interest Test

The permittee has demonstrated that the proposed project is not contrary to the public interest in accordance with Subsection 10.2.3, ERP AH Vol. I. No adverse effects to fish and wildlife, navigation, fishing or recreational values, historical and archeological resources, or the relative values of function will occur as a result of the proposed activity.

Environmental Evaluation Tables:

Summary

Other Surface Waters:	0.35	acres
Direct Impacts:	0.35	acres
Secondary impacts:	0	acres

Total Mitigation Bank Credits

Mitigation Bank	Type	Total Credits Required	Total Credits Provided
Bluefield Ranch	FF	0.12	0.18
Total:			0.18

Activities in Wetlands or Other Surface Waters, With Mitigation at a Bank

ID	Acres	Community Description	Bank Name	Method	Current Score	With Score	Ratio or Add'l factor	Minimum Credits Needed
OSW-1	0.35	Rivers, Streams and Waterways	Bluefield Ranch	WRAP	0.347	0	1	0.12
Total:	**0.35**							

*Function provided by the OSW-1 was evaluated as a freshwater forested (FF) community. Therefore, credits to be purchased at BRMB will be for FF credits.

Related Concerns:

Water Use Permit (WUP) Status
Neither irrigation nor dewatering are required for the conceptual approval of this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

Water and Wastewater Service
St. Lucie County Utilities (St. Lucie Works)

Historical/Archaeological Resources
The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that no significant archaeological or historical resources are recorded on the project site; therefore the project is unlikely to have an effect upon any such resources.

This permit does not release the permittee from complying with any other agencies' requirements in the event that historical and/or archaeological resources are found on the site.

General Conditions for Conceptual Permits

1. This permit does not authorize any construction, alteration, maintenance, operation, removal, or abandonment, except where such activities are specifically authorized as the first phase of an individual permit or are authorized to occur in accordance with a general permit or exemption under Chapter 62-330, F.A.C.

2. This permit does not:
   (a) Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
   (b) Convey to the permittee or create in the permittee any interest in real property;
   (c) Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
   (d) Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

3. The permittee shall notify the Agency in writing:
   (a) Immediately if any previously submitted information is discovered to be inaccurate; and
   (b) Within 30 days of any conveyance or division of ownership or control of the property or the system, the name and contact information for the new owner.

4. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample, and test the project site to ensure conformity with the permit.

5. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

6. This conceptual approval permit only authorizes design concepts for a master or future plan to construct, alter, operate, maintain, remove, or abandon projects that require a permit under Part IV of Chapter 373, F.S. It does not authorize any construction, alteration, operation, maintenance, removal, or abandonment, or the establishment and operation of a mitigation bank, or relieve the permit holder of any requirements to obtain such permits.

7. Subsequent applications to construct and operate activities shall be prepared and submitted using the applicable procedures in Rules 62-330.052, 62-330.054, 62-330.060, and 62-330.402 F.A.C., and sections 4.2.2, 4.2.3, 4.3, and 4.4 of Volume I. An application for conceptual approval for a mitigation bank shall also include the materials required by Chapter 62-342, F.A.C.

8. Issuance of this conceptual approval permit is a determination, within the level of detail provided in the application, that the activities approved in this permit are consistent with applicable rules at the time of issuance. This permit provides the conceptual approval permit holder with a rebuttable presumption, during the duration of this permit, that the engineering design and scientific principles upon which the conceptual approval permit approved herein are likely to meet applicable rule criteria for issuance of permits for subsequent phases of the project, provided all of the following are met at the time of receipt of a complete application to construct and operate the future phases:
   (a) The application to construct and operate the future phases remains consistent with the designs and conditions of this permit. Primary areas for consistency comparisons include the size, location, and extent of the activities proposed, the type and nature of the activities, percent imperviousness, allowable discharge and points of discharge, location and extent of wetland and other surface water impacts, mitigation plans implemented or proposed, control elevations, extent of stormwater reuse, detention and retention volumes, and the extent of flood elevations.
   If an application for construction of any portion of the land area covered by this permit is inconsistent with

the design concepts and conditions approved herein, the application will be reviewed to determine the extent to which the inconsistency will affect the designs and conditions for the remainder of the lands contained in this permit. If the inconsistency will materially affect those designs and conditions, then the applicant must demonstrate that the holder of this permit agrees to that inconsistency. In such a case, the holder of the conceptual approval permit may:
1. Modify the conceptual approval permit to conform to the revised design;
2. Abandon reliance on the conceptual approval permit; or
3. Rely on those portions of the conceptual approval permit for only those areas that were not affected by the inconsistency.
(b) There are no changes to state water quality standards that would be affected by activities authorized in the conceptual approval permit that have not already been authorized for construction or operation.
(c) There have been no amendments to Florida law governing special basin criteria that would affect future activities authorized by the conceptual approval permit that have not already been authorized for construction.
(d) There are no substantive changes in the site characteristics that would affect whether the design concepts approved in the conceptual approval permit can continue to be reasonably expected to meet the conditions for authorizing construction of future phases. This shall include such things as changes in the designation of listed species, and changes to nesting, denning, and critical designation status of listed species that exist within the lands served by the project area.

9. If changes are proposed to the design of existing or future phases, or where there have been changes to state water quality standards, special basins, or site characteristics as described in conditions (3)(a) through (d), above, during the duration of this permit, the applicant must modify this permit if it wishes to continue to rely on this permit as a basis that reasonable assurance exists for the Agency to issue future construction or operation permits under the terms and conditions of this permit. If the permittee fails to do this, this conceptual approval permit can no longer be relied upon as a basis, in part or whole, under which permits to construct or operate future phases will be issued, and the Agency will reevaluate the terms and conditions of this permit at the time a permit application is received to construct the next phase of activities, or at the next requested extension of this permit's duration in accordance with subsection 62-330.056(11), F.A.C., whichever occurs first.

Special Conditions for Conceptual Permits

1. The Conceptual Approval shall expire on the date shown on page 2 of this permit, in accordance with Sections 62-330.056(9) and (10), F.A.C.

2. Perpetual O&M of the SWM system shall be the responsibility of Gordy Creek Residential Community Association, Inc.

3. Prior to any future construction, the permittee shall apply for and receive an Individual ERP. As part of the permit application, the applicant for that phase shall provide documentation verifying that the proposed construction is consistent with the design of the master stormwater management system, including the land use and site grading assumptions.

4. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or permittee associated with this project. Please refer to Chapter 68A-27, FAC for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to: FWCConservationPlanningServices@MyFWC.com.

5. Gordy Creek, LLC will be responsible for all monitoring and maintenance activities associated with the onsite wetlands, including the ongoing maintenance and operation of all stormwater management (SWM) structures within the wetland buffer areas, ensuring they continue to perform effectively in managing water quality and quantity as designed.

6. An average 25-foot wide, minimum 15-foot wide, buffer of undisturbed upland vegetation shall be maintained between the proposed development and existing wetlands.

7. Permanent physical markers designating the preserve status of the wetland preservation areas and buffer zones shall be placed at the intersection of the buffer and each lot line. These markers shall be maintained in perpetuity.

8. At the time of application for construction of future phases that include the proposed OSW impacts, the applicant shall submit an updated summary and map which shows the location and acreage of the OSW impacts.

9. All future SWM areas located in the undeveloped areas of this site shall meet the District's lake-wetland separation criteria as outlined in Section 3.12, ERP AH Vol. II. Additionally, if future construction phases propose changes to the conceptually approved lake locations, configurations, and/or control elevations, an updated gradient analysis will be required.

10. Upon submittal of an application for construction approval where wetlands will receive water from the SWMS, the permittee shall submit a wetland baseline and monitoring plan for review by District staff. The plan shall be subject to the approval of District staff and the environmental criteria in effect at the time of the construction permit application.

Distribution List

Lara Swanson, Zentex Ventures LTD

Katie Rodgers, Mills, Short, and Associates

James Mills, Mills, Short & Associates

Sophie Wild, Bio-Tech Consulting

Audubon of Florida

City of Port St Lucie - Planning and Zoning Division

City of Port St Lucie - Public Works

US Army Corps of Engineers - Permit Section

St. Lucie County Engineer

St. Lucie County Planning and Development Services

City Of Fort Pierce

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's RegPermitting website at www.sfwmd.gov/regpermitting and searching under this application number 240423-43466.

Exhibit No. 1.0 Location Map

Exhibit No. 2.0A Construction Plans Pt1

Exhibit No. 2.0B Construction Plans Pt2

Exhibit No. 2.1.A SWM Calculations Pt 1

Exhibit No. 2.1.B SWM Calculations Pt 2

Exhibit No. 2.1.C SWM Calculations Pt 3

Exhibit No. 2.2 O&M Documents

Exhibit No. 3.0 Wetland and OSW Map

Exhibit No. 3.1 WRAP Scores & BRMB Reservation Letr

Exhibit No. 3.2 Cumulative Impact Analysis

Exhibit No. 3.3 Monitoring and Maintenance Plan

Exhibit No. 4.0 Draft Declaration of Covenants

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner’s attorney or qualified representative, if any.
3. An explanation of how the petitioner’s substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District’s decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District’s proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District’s proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District’s proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

District Use Only: No. ______ - 025 - 004 - TMC

NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT

("District")

14666 Orange Avenue • Fort Pierce, Florida 34945 • (772) 461-5050 • FAX (772) 461-9446

Application to Connect to, or Use, District Facilities, or for Utility Construction*

Gordy Creek

A. General Information:

Applicant Information:

Name: Zentex Ventures LTD

Address: 44 Cocoanut Row Unit B-22

Palm Beach, FL 33480

Telephone: ( ) 904-219-3330

Email: lara@swansonlandco.com

~~Owner Information (if different from Applicant):~~

Name:

Address:

Telephone: ( )

Email:

Engineer of Record Information (if applicable):

Name: Wesley Mills, P.E., Mills, Short & Associates LLC

Address: 700 22nd Pl, STE 2C/2D

Vero Beach, FL 32960

Telephone: (772) 226-7282

Email: krodgers@millsshortassociates.com

Billing Contact Information:

Name: Wesley Mills, P.E., Mills, Short & Associates LLC

Address: 700 22nd Pl, STE 2C/2D

Vero Beach, FL 32960

Telephone: (772) 226-7282

Email: wmills@millsshortassociates.com

B. Project Information: (Check appropriate box and attach drawings to show location and details):

☐ Culvert Connection to District canal for irrigation or gravity drainage.

☐ Pump Connection to District canal for irrigation or drainage.

☐ Installation of culvert or water control structure in District canal for crossing or water control.

☐ Utility Crossing:

☐ Electric ☐ Telephone ☐ Gas

☐ Cable Television ☐ Water Main ☐ Force Main

☒ Other (specify): Discharge to Tenmile Creek as part of residential development project

Location: Section(s): 26 Township: 35 Range: 39 Canal No.: TMC

Description of Indirect Connection: Overland flow discharge to Tenmile Creek from wetlands

Drainage area served: ______ acres (Culvert or pump Connections.)

C. Construction Schedule:

Estimated commencement date: Jan 2026 Estimated completion date: Jan 2027

D. Application, Use Fee: $ 75.00 750.00 **Review Deposit:** $ 3,500.00 7000.00

(Submit fee with this application in accordance with the District's fee schedule.)

ACKNOWLEDGEMENT AND ACCEPTANCE:

As reflected by my signature below, I hereby certify that the information shown above is accurate to the best of my knowledge, and that I agree to satisfy or abide by all requirements of this Permit, including "Standard Provisions" itemized on the reverse, and "Special Conditions" imposed by the District. Further, I acknowledge that the District and its Engineers are doing work to benefit the property and non-payment may result in filing of a construction lien as permitted by the Florida Statutes.

Owner Signature: See attached Owner Authorization form.

Owner Name (Type or Print): Gary Zentner, Zentex Ventures LTD

Date: 2025.02.04

District Use Only: No. ________ - 025 - 004 - TMC

NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT

("District")

14666 Orange Avenue • Fort Pierce, Florida 34945 • (772) 461-5050 • FAX (772) 461-9446

Application to Connect to, or Use, District Facilities, or for Utility Construction*

SPECIAL CONDITIONS: (for District Use Only):

Attached

****

Application Approved and Permit for Construction Issued:

By: ________________________ Date of Approval: 3-27-25

For the North St. Lucie River Water Control District

Permit Expiration Date: 3-27-27 Construction Expiration Date: ________________

****

Project Certification Received and Accepted:

By: ________________________ Date of Approval: ________________

For the North St. Lucie River Water Control District

Certification Expiration Date: ________________

**This Application will become a Permit if and when approved and signed by an authorized representative of the District.*

****

March 27, 2025
Gordy Creek – Drainage Connection to Ten Mile Creek
NSLRWCD Permit Application No. 025-03-TMC

Permit Conditions

1. The proposed Gordy Creek development is located west of Gordy Rd. and south of Okeechobee Rd. (SR70). The proposed development consists of 178 single-family lots, 138 townhome units, an amenity center and associated utility and drainage infrastructure which ultimately outfalls to Ten Mile Creek. The total project area is 75.98 acres and divided by Ten Mile Creek, with 9.36 acres located on the west side of Ten Mile Creek and 66.62 acres located on the east side. The drainage basin for the proposed project is 58.58 acres, with approximately 17.40 acres to remain as undisturbed preservation area.The permittee shall install the proposed improvements in accordance with the Construction Plans that were signed and sealed by James W. Mills, P.E. with Mills, Short & Associates, Inc. dated March7, 2025.

2. The permittee shall be responsible for all permit application review fees associated with this permit application.

3. At least two (2) week prior to commencement of construction, the permittee shall contact the District Office and District Engineer to schedule a pre-construction meeting.

4. The permittee shall contact the District Superintendent of Works, Bill Price at (772) 201-4781, to schedule any site inspections.

5. The contractor shall provide the NSLRWCD with a 24-hour contact number and personnel for emergency situations.

6. The applicant shall be responsible for notifying the District of deviations from the approved plans during construction that would impact or affect District right-of-way or facilities. Any revisions or modifications to the approved plans shall be submitted to the District for review and approval.

7. All disturbed areas shall be sodded and pinned, except for areas calling for other material (i.e. riprap stabilization) as on the approved plans.

8. If dewatering is proposed, the permittee shall furnish a copy of the proposed dewatering plan to this District prior to the start of construction. The permittee may need to provide a standby pump for bypassing the canal flow over the temporarily closed canal crossing. However, in the event of forecasted landfall of a named storm event, the permittee shall be prepared to provide additional pumping capabilities or reopen the canal crossing so that the historical canal flow can be maintained. The permittee shall coordinate with the District Superintendent of Works to assess if, or when, bypass pumping is necessary.

9. The applicant shall ensure that the project complies with current State Water Quality Standards. The permittee shall be responsible for installing and maintaining measures to prevent sedimentation and turbidity issues within District canals. At a minimum, the Board recommends installing turbidity curtains downstream of the construction site and installing silt fence as applicable. The contractor shall stake all turbidity barriers at the canal high water line at minimum. Please be advised that the contractor will need to coordinate with the District Supervisor or Works as necessary for the removal of any turbidity barriers in the event of forecasted landfall of a named storm event.

10. Within 30 days after completion of the permitted activity, the permittee shall submit notice of completion to the District for approval. This shall consist of a written notice of completion letter, and two (2) complete sets of the final "Record Drawings", signed and sealed by the project engineer of record or licensed surveyor. These statements must specify the actual date of construction completion and must certify that all improvements have been constructed in substantial conformance with the plans and specifications approved by the District and will function as intended and designed. If deviations from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. All surveyed dimensions and elevations shall be certified by a registered surveyor.

STANDARD PROVISIONS

for

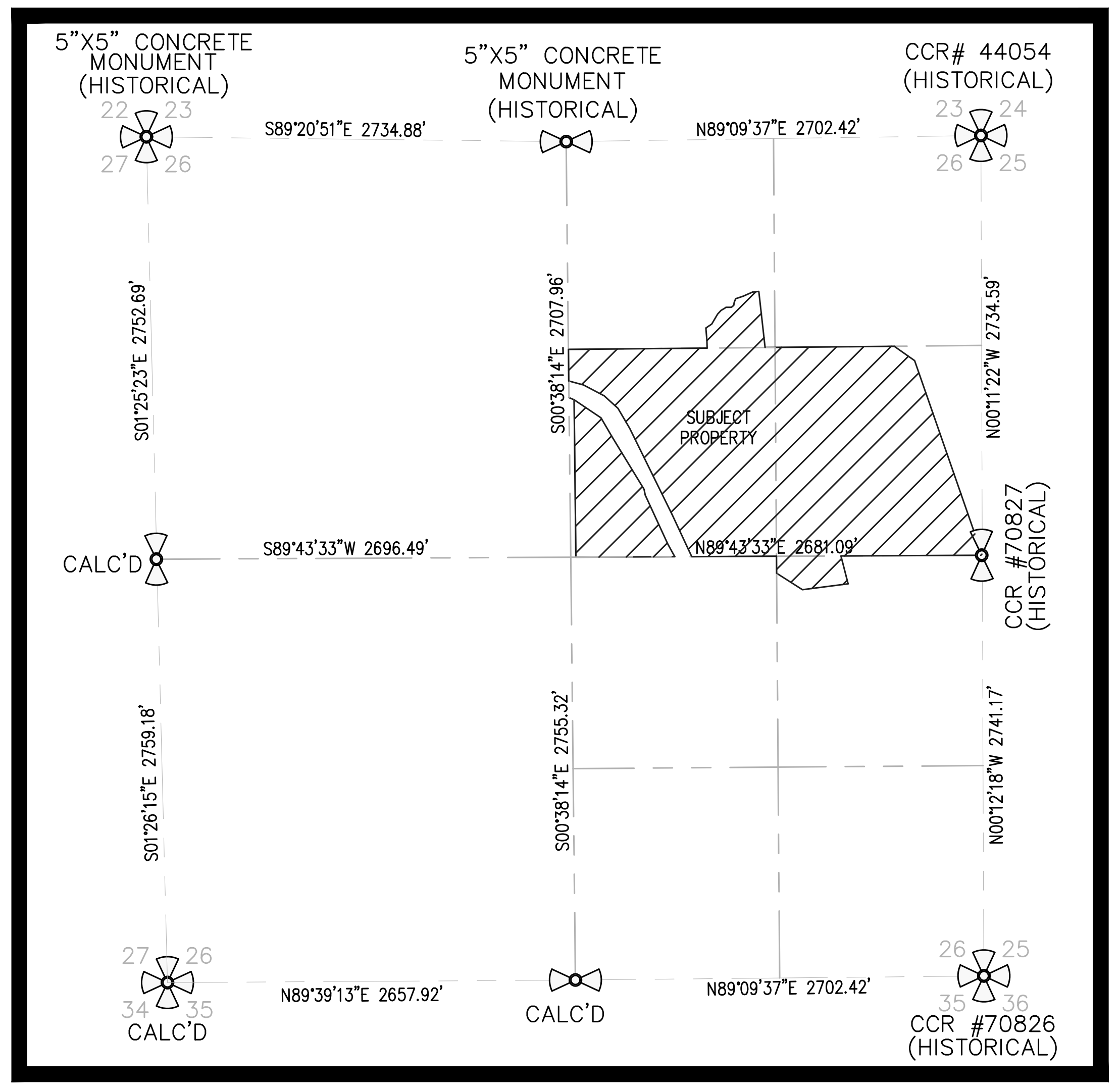
Application / Permit No. 025-004-TMC

If this Application for a Permit is approved, I do acknowledge, understand, and agree that:

1. I hereby indemnify and hold the District harmless from claims for property damage or personal injury arising from the installation or use of the permitted facility, and that this indemnification extends to damage to the facility itself that may occur from District operation and maintenance work.
2. Approval of this application does not relieve the Permittee from securing any and all other permits that may be required by other entities or governmental agencies, including, but not limited to, the South Florida Water Management District, the Florida Department of Environmental Protection, and St. Lucie County.
3. The use of, or construction within, the District's right-of-way shall conform to the details of the **attached approved drawings** supporting this application. **Modifications must be approved by the District in writing prior to construction.**
4. If required in the interests of the District's operation and maintenance program, or by any modifications to the District's Standard Provisions, I agree to alter, replace, relocate, or remove the permitted facilities at no cost to the District, all as is more fully set forth by District Policy Resolution duly recorded in O.R. Book 669 at page 699 of the Public Records of St. Lucie County, Florida, but subject to the limitations thereof.
5. The lands to be benefited by this application are, or may be, subject to flooding during periods of high water resulting from heavy rains or other acts of God. This Permit will be accepted subject to this possibility, which is recognized not to be within the control of the District.
6. Any other requirements that may be imposed by the District are binding upon me, my successors and assigns.
7. Any Permit issued as an approval of this application other than one issued in irrevocable, recordable form pursuant to the Policy Resolution referenced in item 4, above, shall not be transferable from the Permittee to a subsequent owner or owners of all, or a portion of, the subject property without the express, written approval of the District.
8. Any Permit issued as approval of this application is strictly subject to all of the rules of the District, duly promulgated from time to time, which are on file and available for examination at the offices of the District by those having interest.
9. If a Permit is granted, I shall notify the District not less than 24 hours prior to the beginning and completion of the work, to enable the coordination and scheduling of inspections.
10. I accept total responsibility for any erosion of, or shoaling in, the District's right-of-way or canals that results from the permitted work, and I shall repair or remove same promptly, at no expense to the District.
11. During and after construction, I shall prevent material from the construction area from being discharged to, or settling in, District canals.
12. Unless authorized by Permit, I shall neither place, construct or plant, nor cause to be placed, constructed or planted, any object or improvement within the District right-of-way without the express written prior approval of the District.
13. Within thirty (30) days of completion of the work, I shall submit a written statement to the District certifying that the work was performed and completed in accordance with the Permit and the approved drawings. If the work deviates from the Permit or approved drawings, the certification shall state the nature and extent of those deviations.
14. If this Permit is for a drainage connection, then drainage discharge from the area served shall not exceed the volumetric equivalent of 2.0 inches of depth over the area for any 24-hour period (38 gallons per minute per acre) from the 10-year frequency, 72-hour duration rainfall.
15. If a Permit is issued for a hydraulic connection of property with a District canal, I shall not discharge hyacinths or other aquatic vegetation into the District canal.
16. The Permittee, his agents and contractors, shall conduct the work in a manner that will not impair the use, or potential use, of the District right-of-way and facilities. In no case shall drainage or irrigation canals or appurtenant works be obstructed or restricted.
17. All irrigation and drainage connections to District facilities shall be clearly marked with a post of contrasting colors to identify the location and extent of the permitted installation.
18. If access is permitted via an existing culvert crossing installed in District right-of-way, the Permittee is advised that the crossing may be permitted for use by other affected owners, as such crossings are limited in number by the District.
19. The District reserves the right to permit the use of culvert crossings installed in rights-of-ways by other affected owners of District lands, as culvert crossings are subject to distance limitations imposed by the District.
20. All utility installations shall be clearly marked with above-ground signs or markers, as required by the District's "Permit Information and Criteria Manual."

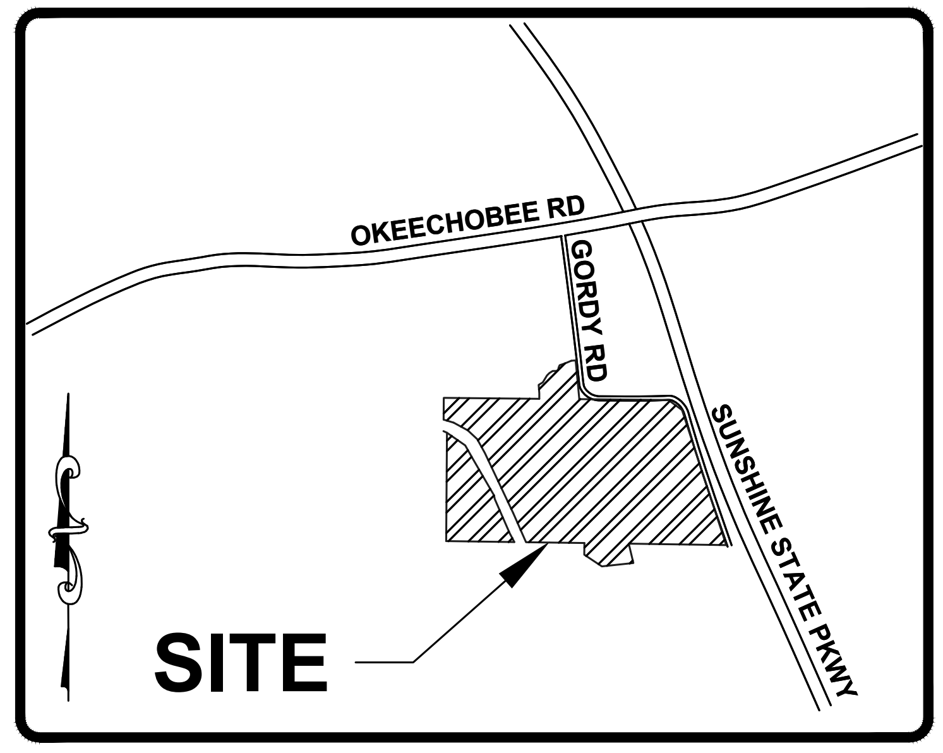
TREE SURVEY

FOR: MERITAGE



SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST

(1"=1000')



ST. LUCIE COUNTY, FLORIDA

VICINITY MAP

NO SCALE

LEGAL DESCRIPTION:

LANDS SITUATE IN SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, AS FOLLOWS:

PARCEL 1

BEGINNING ON THE QUARTER SECTION LINE 64 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN THENCE NORTH 11 DEGREES 35 MINUTES WEST 418 FEET TO CENTER OF GULLY; THENCE FOLLOWING CENTER OF GULLY TO QUARTER SECTION LINE AT A POINT 334.6 FEET WEST OF POINT OF BEGINNING, THENCE EAST 334.6 FEET TO POINT OF BEGINNING.

AND

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN THENCE SOUTH 110.5 FEET; THENCE TURNING EASTERLY AT AN ANGLE OF 122 DEGREES 57 MINUTES TO THE FOREGOING LINE AND RUN 199.8 FEET; THENCE TURN NORTHERLY AT AN ANGLE OF 140 DEGREES 13 MINUTES AND RUN 300 FEET; THENCE RUN NORTHERLY AT AN ANGLE OF 82 DEGREES 42 MINUTES AND RUN 186 FEET TO THE QUARTER SECTION LINE; THENCE ALONG THE QUARTER SECTION LINE 422.8 FEET TO THE POINT OF BEGINNING.

AND

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST.

AND

PARCEL 2

BEGIN 64 WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN NORTH 5 DEGREES 45 MINUTES 11 SECONDS WEST 378.88 FEET ALONG THE WEST LINE OF GORDY ROAD TO CENTER OF GULLY; THENCE FOLLOW THE CENTER OF THE GULLY TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE EAST 365.78 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL RIGHTS OF WAY FOR PUBLIC ROADS AND CANALS.

SURVEYORS NOTES AND REPORT:

1. THIS TREE SURVEY WAS PERFORMED FOR THE PURPOSE OF MAPPING EXISTING CABBAGE PALMS AND TREES 14" IN DIAMETER OR LARGER THAT ARE EAST OF THE RIDGELINE, AS SHOWN AND DEPICTED HEREON. I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS IS A TRUE AND ACCURATE DEPICTION OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON APRIL 21, 2022. I FURTHER CERTIFY THAT SAID DRAWING IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. THIS SURVEY MAP AND REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR ORIGINAL ELECTRONIC SIGNATURE. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC. IT IS A VIOLATION OF CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
3. THE LAST DATE OF FIELD WORK (AND DATA ACQUISITION) WAS APRIL 12, 2022.
4. CURRENT DESCRIPTION(S) SHOWN HEREON PROVIDED BY: THE CLIENT.
5. PARCELS CONTAIN A TOTAL OF 3,309,736.76 SQUARE FEET (75.981 ACRES), MORE OR LESS.
6. THIS TREE SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM–EAST ZONE, NAD 83 (1990).
7. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
8. THIS SITE WAS SURVEYED UTILIZING TRIMBLE/SPRECTRA HARDWARE TOGETHER WITH SPECTRA SURVEY PRO REALTIME PROCESSING AND WAS BASED ON TRIMBLES "VRS NOW" NETWORK AND/OR THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). THE PROCEDURES AND NETWORK DESIGN MEETS THE GEODETIC ACCURACY STANDARDS AND SPECIFICATIONS FOR USING GPS RELATED POSITIONING AS SET FORTH BY THE FEDERAL GEODETIC CONTROL COMMITTEE IN THE MOST CURRENT PUBLICATION FOR 3RD ORDER CLASS ONE FOR HORIZONTAL CONTROL SURVEYS.
9. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION, OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
10. THE SURVEY MAP SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
11. WATER FEATURES ALONG 10 MILE CREEK WERE MAPPED USING LIDAR DATA, HISTORICAL AERIAL IMAGERY AND FIELD OBSERVATIONS. ACTUAL LOCATIONS ARE 5.00'±.
12. THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATE IN ZONE X AND ZONE AE (BASE FLOOD ELEVATION 16.00') AT THIS TIME PURSUANT TO F.E.M.A. FIRM NUMBER 12111C0167J, HAVING AN EFFECTIVE DATE OF FEBRUARY 16, 2012. FOR APPROXIMATE DELINEATION OF THE FLOOD ZONE LIMITS, REFER TO AFOREMENTIONED FIRM PANELS.
13. EDC, INC. PERFORMED TWO 100.00' X 100.00' TEST SECTIONS FOR TREES LYING WEST OF THE RIDGE LINE AND EAST OF 10 MILE CREEK. EDC, INC. FOUND THAT THE AVERAGE NUMBER OF PALMS (ALL OF WHICH WERE CABBAGE) WERE 56 PER 10,000 SQUARE FEET AND TREES BEING 4 PER 10,000 SQUARE FEET IN THESE TEST SECTIONS. THE LAND LYING WEST OF THE RIDGE LINE AND EAST OF 10 MILE CREEK IS APPROXIMATELY 8.726 ACRES, OR 380,103 SQUARE FEET AND BASED ON THE ABOVE NOTED DATA, THE PROJECTED COUNT FOR THOSE LANDS IS 2,129 CABBAGE PALMS AND 152 TREES. OF THE TREES LOCATED IN THESE TEST SECTIONS 50% WERE OAK AND 50% WERE HICKORY.
14. EDC, INC. PERFORMED THREE TEST SECTIONS FOR TREES LYING WEST OF 10 MILE CREEK. AREAS 3 AND 4 WERE 100.00' X 100.00' WHILE AREA 5 WAS 50.00' X 50.00'. EDC, INC. FOUND THAT THE AVERAGE NUMBER OF PALMS (ALL OF WHICH WERE CABBAGE) WERE 88 PER 10,000 SQUARE FEET AND THE AVERAGE NUMBER OF TREES WERE 4 PER 10,000 SQUARE FEET IN THESE TEST SECTIONS. THE LANDS WEST OF 10 MILE CREEK IS APPROXIMATELY 9.087 ACRES, OR 395,831.57 SQUARE FEET AND BASED ON THE ABOVE NOTED DATA, THE PROJECTED COUNT FOR THOSE LANDS IS 3,483 CABBAGE PALMS AND 158 TREES. OF THE TREES LOCATED IN THESE TEST SECTIONS 55% WERE OAK TREES, WITH THE REMAINING 45% BEING HICKORY.

SYMBOL & ABBREVIATION LEGEND:

⊙1000	TREE/PALM & TAG NUMBER

MICHAEL T. OWEN PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5556

SIGNATURE DATE:

EDC
ENGINEERS SURVEYORS
ENVIRONMENTAL

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
☎ 772-462-2455
www.edc-inc.com

F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

ABB
DRAWN BY

MTO
CHECKED BY

JW
FIELD CREW

21-412 Zentex - TREE SURVEY EAST OF RIDELINE ONLY.dwg
FILENAME

AS SHOWN
SCALE

March 17, 2022
DATE

DATE	REVISION COMMENTS
07/18/2022	UPDATED NOTES 13 & 14 TO BREAK OUT THE AVERAGE OF PALMS AND TREES - ABB
06/20/2022	ADDED TREE TYPES/SIZES FOR TEST AREAS ON SHEET 7 - ABB
06/14/2022	ADDED TREE/TEST SECTIONS AND UPDATED NOTES #13 & 14 - ABB

TREE SURVEY

FOR: MERITAGE

RECORD INFORMATION
SEC. 26, TWP. 35 SOUTH, RGE. 39 EAST
ST. LUCIE COUNTY, FLORIDA

EDC
10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
☎ 772-462-2455

21-412

1 OF 7

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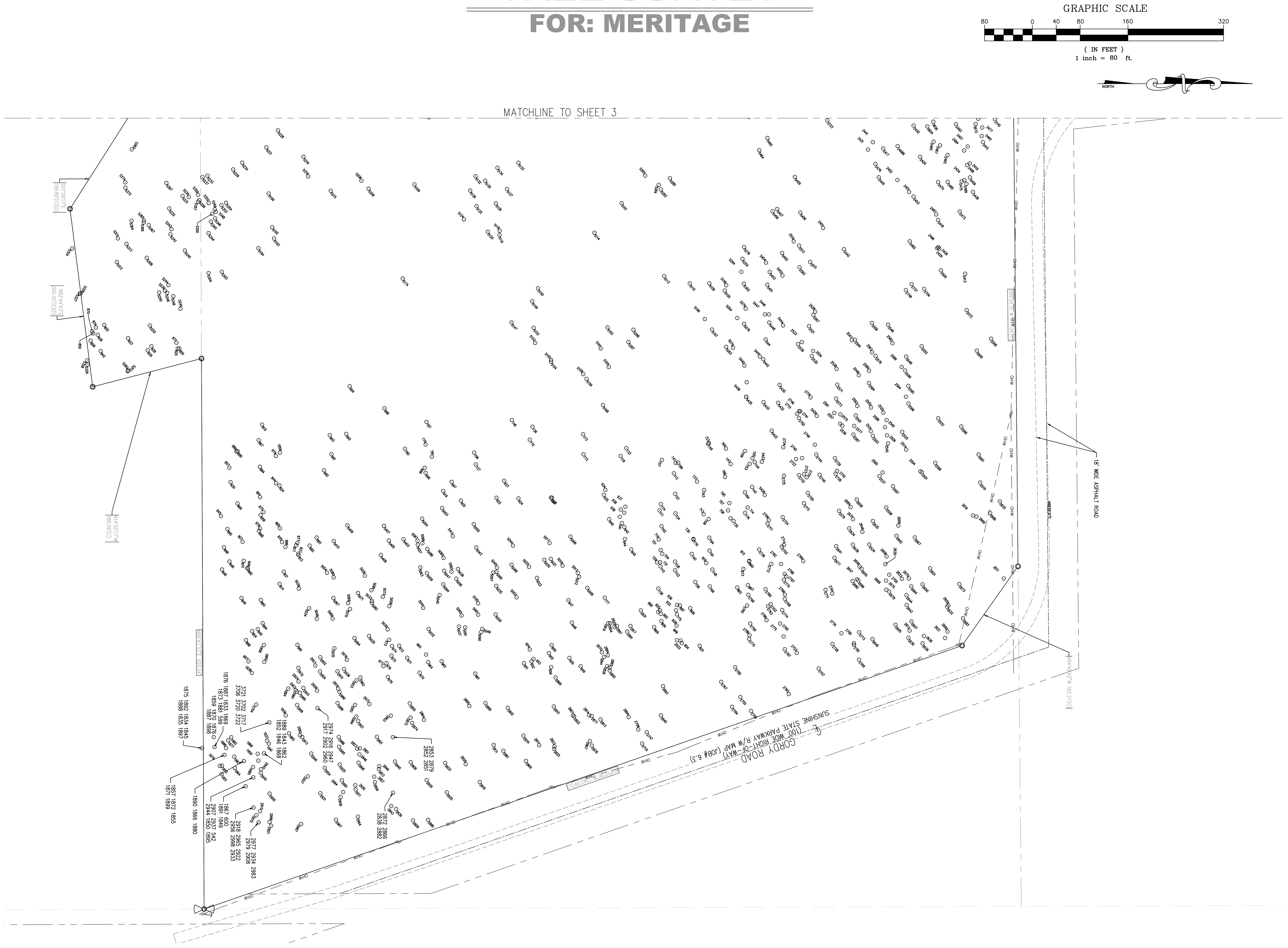
TREE SURVEY

FOR: MERITAGE



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TREE SURVEY

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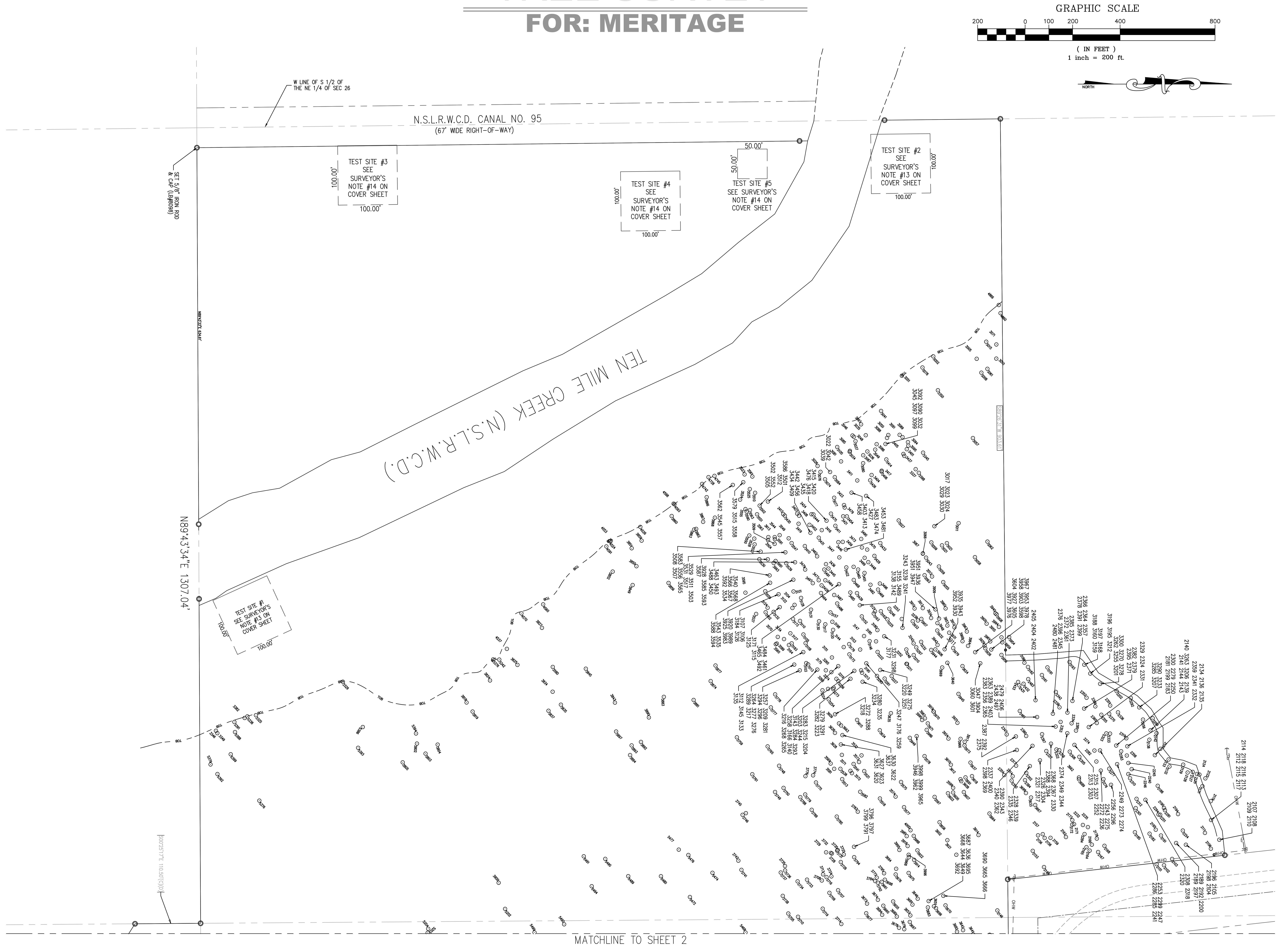
GRAPHIC SCALE
200 0 100 200 400 800
(IN FEET)
1 inch = 200 ft.
NORTH
W LINE OF S 1/2 OF THE NE 1/4 OF SEC 26
N.S.L.R.W.C.D. CANAL NO. 95
(67' WIDE RIGHT-OF-WAY)
SET 5/8" IRON ROD & CAP (LB8098)
TEST SITE #3 SEE SURVEYOR'S NOTE #14 ON COVER SHEET
100.00'
TEST SITE #4 SEE SURVEYOR'S NOTE #14 ON COVER SHEET
50.00'
TEST SITE #5 SEE SURVEYOR'S NOTE #14 ON COVER SHEET
TEST SITE #2 SEE SURVEYOR'S NOTE #13 ON COVER SHEET
TEN MILE CREEK (N.S.L.R.W.C.D.)
N89°43'34"E 1307.04'
TEST SITE #1 SEE SURVEYOR'S NOTE #13 ON COVER SHEET
MATCHLINE TO SHEET 2

EDC

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3 OF 7

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TREE SURVEY

FOR: MERITAGE

TAG#	SPECIES	DIAMETER
542	CABBAGE PALM	
544	CABBAGE PALM	
599	CABBAGE PALM	
599	CABBAGE PALM	
600	CABBAGE PALM	
704	OAK	14"
705	CABBAGE PALM	
706	OAK	18"
707	OAK	16"
708	CABBAGE PALM	
709	CABBAGE PALM	
710	OAK	18"
711	OAK	14"
712	OAK	18"
713	CABBAGE PALM	
714	OAK	14"
718	OAK	26"
719	OAK	30"
721	OAK	18"
722	OAK	18"
723	OAK	24" & 18"X2
724	CABBAGE PALM	
727	CABBAGE PALM	
728	OAK	18"
729	OAK	18" & 12"
730	OAK	24"
731	OAK	30"
733	OAK	20"
735	OAK	22"
736	OAK	42"
737	OAK	24"
738	OAK	18" & 12"
740	OAK	24"
742	OAK	22"
743	OAK	14"
744	CABBAGE PALM	
746	CABBAGE PALM	
747	OAK	18"
748	CABBAGE PALM	
749	OAK	24"
751	CABBAGE PALM	
753	OAK	26"
756	OAK	20"X2
757	OAK	42"
760	OAK	14"
763	OAK	32"
766	OAK	32"
770	OAK	18"X2
773	OAK	48"
773	CABBAGE PALM	
774	OAK	20"
775	OAK	14"
776	OAK	18"
777	CABBAGE PALM	
778	OAK	24"
779	OAK	18"
780	OAK	34"
781	OAK	16"
784	CABBAGE PALM	
786	OAK	28"
787	OAK	14"
789	OAK	24"
791	OAK	18"
792	OAK	22"
794	OAK	14"
795	CABBAGE PALM	
796	OAK	34"
804	OAK	14"
805	CABBAGE PALM	
806	OAK	26"

TAG#	SPECIES	DIAMETER
807	CABBAGE PALM	
808	CABBAGE PALM	
809	CABBAGE PALM	
810	CABBAGE PALM	
812	CABBAGE PALM	
814	CABBAGE PALM	
815	OAK	20"
817	OAK	14"
818	CABBAGE PALM	
819	CABBAGE PALM	
820	CABBAGE PALM	
821	CABBAGE PALM	
823	OAK	28"
824	OAK	36"
825	OAK	14"
828	CABBAGE PALM	
829	CABBAGE PALM	
830	OAK	14"
831	OAK	26"
832	OAK	14"
834	CABBAGE PALM	
835	OAK	22"
836	OAK	24"
837	CABBAGE PALM	
838	OAK	16"
839	OAK	14"
840	OAK	28"
842	CABBAGE PALM	
844	CABBAGE PALM	
845	CABBAGE PALM	
846	OAK	22"
848	CABBAGE PALM	
848	OAK	14"
849	CABBAGE PALM	
850	OAK	18"
854	OAK	20"
855	OAK	42"
857	CABBAGE PALM	
858	CABBAGE PALM	
860	OAK	14"X2
862	OAK	16"X3
863	OAK	14"
866	CABBAGE PALM	
867	CABBAGE PALM	
868	OAK	14"
869	OAK	18"
870	CABBAGE PALM	
871	CABBAGE PALM	
873	OAK	14"
875	OAK	14"
877	OAK	18"
878	CABBAGE PALM	
879	CABBAGE PALM	
880	CABBAGE PALM	
882	OAK	14"
883	CABBAGE PALM	
884	CABBAGE PALM	
885	CABBAGE PALM	
886	CABBAGE PALM	
887	OAK	14"
888	CABBAGE PALM	
889	CABBAGE PALM	
890	CABBAGE PALM	
891	CABBAGE PALM	
892	OAK	14"
894	CABBAGE PALM	
896	OAK	22"
897	OAK	14"
898	CABBAGE PALM	
899	CABBAGE PALM	

TAG#	SPECIES	DIAMETER
919	CABBAGE PALM	
920	CABBAGE PALM	
922	OAK	42"
923	OAK	16"X2
924	CABBAGE PALM	
928	OAK	20"
929	OAK	14"
934	OAK	18"
935	OAK	18"
936	CABBAGE PALM	
937	CABBAGE PALM	
938	OAK	18"
939	CABBAGE PALM	
940	OAK	16"
941	CABBAGE PALM	
942	OAK	14"
944	OAK	14"
945	CABBAGE PALM	
947	CABBAGE PALM	
948	CABBAGE PALM	
949	OAK	14"
950	CABBAGE PALM	
951	CABBAGE PALM	
952	CABBAGE PALM	
953	OAK	38"
954	OAK	36"
955	OAK	28"
958	CABBAGE PALM	
959	CABBAGE PALM	
961	OAK	40"
962	OAK	18"
964	OAK	18"
965	CABBAGE PALM	
970	OAK	38"
971	OAK	24"
972	OAK	20"
973	CABBAGE PALM	
974	OAK	18"
975	OAK	16"
976	CABBAGE PALM	
977	OAK	24"
978	OAK	18"
980	CABBAGE PALM	
982	CABBAGE PALM	
983	CABBAGE PALM	
990	OAK	46"
991	CABBAGE PALM	
992	OAK	44"
993	CABBAGE PALM	
994	OAK	16"
996	CABBAGE PALM	
997	OAK	16"X2
998	CABBAGE PALM	
999	CABBAGE PALM	
1833	CABBAGE PALM	
1833	CABBAGE PALM	
1834	CABBAGE PALM	
1835	CABBAGE PALM	
1836	OAK	14"
1837	CABBAGE PALM	
1838	OAK	14"
1841	CABBAGE PALM	
1843	OAK	22"
1845	CABBAGE PALM	
1845	CABBAGE PALM	
1846	CABBAGE PALM	
1849	CABBAGE PALM	
1850	CABBAGE PALM	
1851	CABBAGE PALM	
1852	CABBAGE PALM	

TAG#	SPECIES	DIAMETER
1853	CABBAGE PALM	
1855	CABBAGE PALM	
1856	CABBAGE PALM	
1857	CABBAGE PALM	
1857	CABBAGE PALM	
1858	CABBAGE PALM	
1859	CABBAGE PALM	
1860	OAK	28"
1862	CABBAGE PALM	
1864	CABBAGE PALM	
1865	CABBAGE PALM	
1866	CABBAGE PALM	
1867	CABBAGE PALM	
1868	CABBAGE PALM	
1868	CABBAGE PALM	
1869	CABBAGE PALM	
1870	CABBAGE PALM	
1871	CABBAGE PALM	
1872	CABBAGE PALM	
1873	CABBAGE PALM	
1875	CABBAGE PALM	
1876	CABBAGE PALM	
1876	CABBAGE PALM	
1877	CABBAGE PALM	
1879	CABBAGE PALM	
1880	CABBAGE PALM	
1881	CABBAGE PALM	
1882	CABBAGE PALM	
1883	CABBAGE PALM	
1885	CABBAGE PALM	
1886	CABBAGE PALM	
1887	CABBAGE PALM	
1887	CABBAGE PALM	
1888	CABBAGE PALM	
1889	OAK	18"
1890	CABBAGE PALM	
1891	CABBAGE PALM	
1892	CABBAGE PALM	
1894	OAK	26"
1895	CABBAGE PALM	
1897	CABBAGE PALM	
1898	CABBAGE PALM	
1899	CABBAGE PALM	
1900	CABBAGE PALM	
2101	OAK	14"
2102	CABBAGE PALM	
2103	CABBAGE PALM	
2104	CABBAGE PALM	
2105	CABBAGE PALM	
2106	OAK	20"
2107	CABBAGE PALM	
2108	CABBAGE PALM	
2109	CABBAGE PALM	
2110	CABBAGE PALM	
2111	CABBAGE PALM	
2112	CABBAGE PALM	
2113	CABBAGE PALM	
2114	CABBAGE PALM	
2115	CABBAGE PALM	
2116	CABBAGE PALM	
2117	CABBAGE PALM	
2118	CABBAGE PALM	
2119	CABBAGE PALM	
2121	CABBAGE PALM	
2122	CABBAGE PALM	
2124	CABBAGE PALM	
2125	CABBAGE PALM	
2127	CABBAGE PALM	
2128	CABBAGE PALM	
2129	CABBAGE PALM	

TAG#	SPECIES	DIAMETER
2132	CABBAGE PALM	
2133	CABBAGE PALM	
2134	CABBAGE PALM	
2135	CABBAGE PALM	
2136	OAK	30"
2137	CABBAGE PALM	
2138	CABBAGE PALM	
2139	CABBAGE PALM	
2140	CABBAGE PALM	
2141	CABBAGE PALM	
2142	CABBAGE PALM	
2143	CABBAGE PALM	
2144	CABBAGE PALM	
2145	CABBAGE PALM	
2146	OAK	16"
2149	OAK	24"
2153	OAK	14"
2156	CABBAGE PALM	
2157	OAK	22"
2158	CABBAGE PALM	
2159	CABBAGE PALM	
2162	CABBAGE PALM	
2164	OAK	38"
2165	CABBAGE PALM	
2166	CABBAGE PALM	
2167	CABBAGE PALM	
2168	CABBAGE PALM	
2171	OAK	22"
2172	CABBAGE PALM	
2173	CABBAGE PALM	
2178	CABBAGE PALM	
2181	CABBAGE PALM	
2182	CABBAGE PALM	
2183	CABBAGE PALM	
2185	OAK	36"
2186	CABBAGE PALM	
2188	OAK	14"
2189	CABBAGE PALM	
2190	CABBAGE PALM	
2191	OAK	20"
2192	CABBAGE PALM	
2194	OAK	14"
2195	CABBAGE PALM	
2196	CABBAGE PALM	
2197	CABBAGE PALM	
2198	CABBAGE PALM	
2199	CABBAGE PALM	
2200	CABBAGE PALM	
2232	CABBAGE PALM	
2235	CABBAGE PALM	
2236	CABBAGE PALM	
2240	CABBAGE PALM	
2241	CABBAGE PALM	
2243	CABBAGE PALM	
2245	CABBAGE PALM	
2246	CABBAGE PALM	
2247	CABBAGE PALM	
2249	CABBAGE PALM	
2250	CABBAGE PALM	
2251	CABBAGE PALM	
2252	CABBAGE PALM	
2253	CABBAGE PALM	
2254	CABBAGE PALM	
2256	OAK	16"
2272	CABBAGE PALM	
2273	CABBAGE PALM	
2274	CABBAGE PALM	
2275	CABBAGE PALM	
2276	CABBAGE PALM	
2277	CABBAGE PALM	

TAG#	SPECIES	DIAMETER
2279	CABBAGE PALM	
2281	CABBAGE PALM	
2282	CABBAGE PALM	
2283	CABBAGE PALM	
2284	CABBAGE PALM	
2285	CABBAGE PALM	
2286	CABBAGE PALM	
2294	CABBAGE PALM	
2296	CABBAGE PALM	
2299	CABBAGE PALM	
2300	CABBAGE PALM	
2301	CABBAGE PALM	
2302	CABBAGE PALM	
2303	CABBAGE PALM	
2304	CABBAGE PALM	
2305	OAK	18"
2306	CABBAGE PALM	
2307	CABBAGE PALM	
2308	CABBAGE PALM	
2310	CABBAGE PALM	
2312	CABBAGE PALM	
2313	CABBAGE PALM	
2314	CABBAGE PALM	
2315	CABBAGE PALM	
2316	CABBAGE PALM	
2317	CABBAGE PALM	
2317	CABBAGE PALM	
2318	CABBAGE PALM	
2319	CABBAGE PALM	
2320	CABBAGE PALM	
2321	CABBAGE PALM	
2322	CABBAGE PALM	
2323	CABBAGE PALM	
2324	CABBAGE PALM	
2326	CABBAGE PALM	
2327	OAK	14"
2328	CABBAGE PALM	
2328	CABBAGE PALM	
2329	CABBAGE PALM	
2330	CABBAGE PALM	
2331	CABBAGE PALM	
2332	CABBAGE PALM	
2333	CABBAGE PALM	
2334	OAK	24"X2
2335	CABBAGE PALM	
2336	CABBAGE PALM	
2337	CABBAGE PALM	
2338	CABBAGE PALM	
2339	CABBAGE PALM	
2340	CABBAGE PALM	
2341	CABBAGE PALM	
2342	CABBAGE PALM	
2343	CABBAGE PALM	
2344	CABBAGE PALM	
2345	CABBAGE PALM	
2346	CABBAGE PALM	
2347	OAK	14"
2349	CABBAGE PALM	
2350	CABBAGE PALM	
2351	OAK	15"
2352	CABBAGE PALM	
2353	CABBAGE PALM	
2354	OAK	48"
2355	OAK	22"
2356	CABBAGE PALM	
2357	CABBAGE PALM	
2358	CABBAGE PALM	
2359	CABBAGE PALM	
2360	CABBAGE PALM	
2361	CABBAGE PALM	

TAG#	SPECIES	DIAMETER
2362	CABBAGE PALM	
2363	CABBAGE PALM	
2364	CABBAGE PALM	
2365	CABBAGE PALM	
2366	CABBAGE PALM	
2367	CABBAGE PALM	
2368	CABBAGE PALM	
2369	CABBAGE PALM	
2370	CABBAGE PALM	
2371	CABBAGE PALM	
2372	CABBAGE PALM	
2373	CABBAGE PALM	
2374	CABBAGE PALM	
2375	CABBAGE PALM	
2376	CABBAGE PALM	
2378	CABBAGE PALM	
2379	CABBAGE PALM	
2380	CABBAGE PALM	
2381	CABBAGE PALM	
2382	CABBAGE PALM	
2383	CABBAGE PALM	
2384	CABBAGE PALM	
2385	CABBAGE PALM	
2386	CABBAGE PALM	
2387	CABBAGE PALM	
2388	CABBAGE PALM	
2389	CABBAGE PALM	
2390	CABBAGE PALM	
2391	CABBAGE PALM	
2392	CABBAGE PALM	
2394	CABBAGE PALM	
2395	CABBAGE PALM	
2396	CABBAGE PALM	
2397	CABBAGE PALM	
2398	CABBAGE PALM	
2399	OAK	16"
2400	CABBAGE PALM	
2401	CABBAGE PALM	
2402	CABBAGE PALM	
2403	CABBAGE PALM	
2404	CABBAGE PALM	
2405	OAK	52"
2406	CABBAGE PALM	
2413	CABBAGE PALM	
2415	CABBAGE PALM	
2417	OAK	24"
2418	OAK	18"
2419	CABBAGE PALM	
2420	OAK	24"
2426	CABBAGE PALM	
2429	CABBAGE PALM	
2430	OAK	16"
2431	CABBAGE PALM	
2431	CABBAGE PALM	
2432	CABBAGE PALM	
2433	CABBAGE PALM	
2434	OAK	16"
2436	CABBAGE PALM	
2438	CABBAGE PALM	
2441	CABBAGE PALM	
2442	OAK	16"
2445	OAK	16"
2451	OAK	16"
2452	OAK	14"
2453	OAK	20"X2
2457	CABBAGE PALM	
2459	CABBAGE PALM	
2460	CABBAGE PALM	
2461	CABBAGE PALM	
2462	CABBAGE PALM	

TAG#	SPECIES	DIAMETER
2465	OAK	20"
2467	OAK	15"
2470	OAK	16"
2473	CABBAGE PALM	
2475	CABBAGE PALM	
2476	CABBAGE PALM	
2477	CABBAGE PALM	
2479	CABBAGE PALM	
2480	CABBAGE PALM	
2481	CABBAGE PALM	
2482	OAK	16"
2483	CABBAGE PALM	
2484	OAK	18"
2485	CABBAGE PALM	
2487	CABBAGE PALM	
2489	CABBAGE PALM	
2491	OAK	TREE OAK 12" X2
2493	CABBAGE PALM	
2496	CABBAGE PALM	
2497	CABBAGE PALM	
2498	OAK	18"
2500	OAK	18"
2501	CABBAGE PALM	
2503	CABBAGE PALM	
2504	OAK	16"
2506	OAK	16"
2509	OAK	24"
2512	OAK	20"
2514	OAK	18"
2515	OAK	24"
2516	OAK	18"
2519	OAK	14"
2520	OAK	18"
2521	CABBAGE PALM	
2522	OAK	20"
2525	OAK	16"
2528	OAK	24"
2530	OAK	14"
2531	OAK	20"
2533	OAK	38"
2534	CABBAGE PALM	
2536	CABBAGE PALM	
2537	OAK	16"
2538	OAK	30" & 24"
2539	OAK	14"
2540	CABBAGE PALM	
2545	OAK	14"
2546	OAK	24"
2547	CABBAGE PALM	
2548	OAK	18"X2
2552	CABBAGE PALM	
2554	OAK	16"
2555	OAK	26"
2556	CABBAGE PALM	
2557	CABBAGE PALM	
2558	OAK	24" & 14"
2560	OAK	22"
2561	OAK	18"
2562	OAK	18"
2563	OAK	24"
2564	OAK	36"
2566	CABBAGE PALM	
2567	OAK	18"
2571	OAK	16"
2572	OAK	20"
2573	OAK	14"
2574	OAK	14"
2575	CABBAGE PALM	
2577	CABBAGE PALM	
2578	OAK	24"

ENGINEERS SURVEYORS
ENVIRONMENTAL

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
☎ 772-462-2455
www.edc-inc.com

F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

DRAWN BY	ABB
CHECKED BY	MTO
FIELD CREW	JW
FILENAME	21-412 Zentex - TREE SURVEY EAST OF RIDELINE ONLY.dwg
SCALE	AS SHOWN
DATE	March 17, 2022

DATE	REVISION COMMENTS
07/18/2022	UPDATED NOTES 13 & 14 TO BREAK OUT THE AVERAGE OF PALMS AND TREES - ABB
06/20/2022	ADDED TREE TYPES/SIZES FOR TEST AREAS ON SHEET 7 - ABB
06/14/2022	ADDED TREE/TEST SECTIONS AND UPDATED NOTES #13 & 14 - ABB

TREE SURVEY

FOR: MERITAGE

RECORD INFORMATION
SEC. 26, TWP. 35 SOUTH, RGE. 39 EAST
ST. LUCIE COUNTY, FLORIDA

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
☎ 772-462-2455

21-412

4 OF 7

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TREE SURVEY

FOR: MERITAGE

TAG#	SPECIES	DIAMETER
2579	OAK	34"
2580	OAK	18"
2582	OAK	24" & 12"
2584	OAK	30"
2587	CABBAGE PALM	
2588	OAK	24"
2589	OAK	24"
2591	OAK	18"
2593	OAK	20"
2594	OAK	32"
2595	CABBAGE PALM	
2596	OAK	36"
2597	OAK	18" & 12"
2598	OAK	14"
2599	CABBAGE PALM	
2600	CABBAGE PALM	
2605	CABBAGE PALM	
2607	OAK	14"
2608	OAK	32"
2611	CABBAGE PALM	
2612	OAK	24"
2616	OAK	16"
2621	OAK	24"
2623	OAK	18"
2625	CABBAGE PALM	
2629	CABBAGE PALM	
2630	OAK	36"
2631	OAK	24"
2632	OAK	18"
2634	CABBAGE PALM	
2635	CABBAGE PALM	
2636	OAK	26"
2638	OAK	42"
2639	OAK	16"
2641	OAK	40"
2643	OAK	22"
2644	OAK	30"
2646	OAK	18"
2647	OAK	32"
2648	OAK	26"
2649	OAK	16"
2650	OAK	38" & 24"
2651	OAK	24"
2655	CABBAGE PALM	
2656	OAK	24"
2658	OAK	20"
2659	OAK	20"
2661	OAK	32"
2664	CABBAGE PALM	
2666	OAK	18"
2667	CABBAGE PALM	
2668	OAK	18"
2669	OAK	14"
2670	OAK	18"
2673	OAK	40"
2675	OAK	24"
2677	CABBAGE PALM	
2678	OAK	24"
2680	OAK	16"
2683	OAK	26"
2684	CABBAGE PALM	
2686	OAK	30"
2689	OAK	26"
2690	OAK	24"
2692	CABBAGE PALM	
2700	OAK	22"
2702	OAK	22"
2704	OAK	30"
2705	OAK	14"
2706	CABBAGE PALM	

TAG#	SPECIES	DIAMETER
2707	OAK	32"
2708	CABBAGE PALM	
2710	OAK	20"
2711	CABBAGE PALM	
2714	OAK	18"
2715	OAK	24"
2716	OAK	24"
2719	CABBAGE PALM	
2722	OAK	TREE OAK 12" X2
2723	OAK	16"
2724	OAK	24"
2725	OAK	24"
2726	OAK	14"
2727	OAK	16"
2728	CABBAGE PALM	
2729	OAK	16"
2731	OAK	24"
2732	CABBAGE PALM	
2734	OAK	18"
2736	OAK	24"
2737	CABBAGE PALM	
2740	OAK	16"
2741	OAK	16"
2742	OAK	22"
2744	OAK	14"
2745	OAK	14"
2746	OAK	22"
2747	CABBAGE PALM	
2748	OAK	24"
2749	OAK	16"
2750	OAK	24"
2753	OAK	30"
2755	OAK	16"
2756	OAK	14" & 18"X3
2758	OAK	18" CLUSTER
2759	OAK	16"X2
2760	OAK	18"
2761	OAK	16" & 18"
2763	OAK	16"
2765	OAK	16"
2766	OAK	32"
2767	OAK	20"
2768	CABBAGE PALM	
2769	OAK	16"X3
2770	OAK	14"
2771	OAK	CLUSTER 8"-14"
2772	OAK	16"
2773	OAK	24"
2774	OAK	18"
2775	OAK	16" & 24"
2775	OAK	24"
2776	OAK	14" & 24"
2780	OAK	18"
2781	OAK	24"
2782	OAK	14"
2783	OAK	CLUSTER 6"-24"
2784	OAK	18"
2785	OAK	26"
2786	OAK	14"
2786	OAK	14"
2787	OAK	24"
2788	OAK	24"
2790	OAK	22"
2793	OAK	16"
2795	OAK	20"
2796	CABBAGE PALM	
2797	OAK	14"
2799	OAK	22"
2801	CABBAGE PALM	
2801	OAK	28"

TAG#	SPECIES	DIAMETER
2802	OAK	36"
2803	OAK	22"
2804	OAK	16"
2806	CABBAGE PALM	
2807	OAK	14"
2808	CABBAGE PALM	
2809	CABBAGE PALM	
2810	OAK	30" & 16"
2811	CABBAGE PALM	
2812	CABBAGE PALM	
2813	OAK	14"
2814	CABBAGE PALM	
2817	OAK	24"
2818	OAK	24"
2819	OAK	22"
2820	OAK	30"
2821	OAK	32"
2822	OAK	38"
2823	CABBAGE PALM	
2825	CABBAGE PALM	
2826	CABBAGE PALM	
2827	CABBAGE PALM	
2828	CABBAGE PALM	
2829	CABBAGE PALM	
2831	OAK	14"
2833	CABBAGE PALM	
2834	OAK	36"
2835	CABBAGE PALM	
2838	OAK	14"
2839	OAK	14"
2840	OAK	24"
2841	CABBAGE PALM	
2843	CABBAGE PALM	
2845	CABBAGE PALM	
2846	OAK	14"
2849	OAK	16"
2851	CABBAGE PALM	
2852	CABBAGE PALM	
2853	CABBAGE PALM	
2855	OAK	22"X2
2856	CABBAGE PALM	
2857	CABBAGE PALM	
2861	OAK	32"
2864	CABBAGE PALM	
2865	CABBAGE PALM	
2866	CABBAGE PALM	
2867	CABBAGE PALM	
2868	CABBAGE PALM	
2869	OAK	34"
2870	CABBAGE PALM	
2871	OAK	40"
2872	OAK	14"
2873	OAK	24" & 22"
2874	CABBAGE PALM	
2877	OAK	22"
2878	CABBAGE PALM	
2879	CABBAGE PALM	
2880	CABBAGE PALM	
2882	OAK	14"
2884	CABBAGE PALM	
2889	CABBAGE PALM	
2891	OAK	36"
2892	OAK	20"
2893	CABBAGE PALM	
2894	CABBAGE PALM	
2895	OAK	42"
2897	OAK	14"
2904	CABBAGE PALM	
2907	CABBAGE PALM	
2908	CABBAGE PALM	

TAG#	SPECIES	DIAMETER
2910	OAK	16"
2911	OAK	16"
2912	CABBAGE PALM	
2913	CABBAGE PALM	
2916	CABBAGE PALM	
2917	CABBAGE PALM	
2918	CABBAGE PALM	
2919	OAK	20"
2921	CABBAGE PALM	
2922	CABBAGE PALM	
2923	CABBAGE PALM	
2924	OAK	16"
2925	OAK	18"
2927	OAK	16"
2928	CABBAGE PALM	
2930	OAK	16"
2931	CABBAGE PALM	
2932	OAK	22"
2933	CABBAGE PALM	
2934	CABBAGE PALM	
2935	OAK	24"
2936	OAK	14"
2937	CABBAGE PALM	
2940	OAK	22"
2942	CABBAGE PALM	
2943	OAK	14"
2944	CABBAGE PALM	
2945	CABBAGE PALM	
2947	CABBAGE PALM	
2950	OAK	14"
2951	OAK	14"
2952	CABBAGE PALM	
2953	CABBAGE PALM	
2954	CABBAGE PALM	
2956	CABBAGE PALM	
2957	CABBAGE PALM	
2958	CABBAGE PALM	
2960	OAK	20"
2961	CABBAGE PALM	
2962	CABBAGE PALM	
2964	CABBAGE PALM	
2965	CABBAGE PALM	
2966	CABBAGE PALM	
2967	CABBAGE PALM	
2970	CABBAGE PALM	
2972	CABBAGE PALM	
2974	CABBAGE PALM	
2975	CABBAGE PALM	
2976	CABBAGE PALM	
2977	CABBAGE PALM	
2979	CABBAGE PALM	
2980	OAK	18"
2982	CABBAGE PALM	
2983	CABBAGE PALM	
2984	OAK	14"
2986	OAK	18"X2
2987	CABBAGE PALM	
2989	OAK	20"
2991	OAK	16"
2993	OAK	TREE OAK 12" X2
2994	CABBAGE PALM	
2995	CABBAGE PALM	
2996	OAK	24"
2998	CABBAGE PALM	
2999	CABBAGE PALM	
3002	OAK	14"
3005	OAK	24"
3008	OAK	14"
3009	OAK	22"
3010	OAK	16"

TAG#	SPECIES	DIAMETER
3011	CABBAGE PALM	
3012	OAK	28"
3015	CABBAGE PALM	
3017	OAK	20"
3021	CABBAGE PALM	
3021	OAK	40"
3022	CABBAGE PALM	
3023	OAK	30"
3024	CABBAGE PALM	
3026	OAK	14"
3026	OAK	14"
3027	OAK	14"
3029	CABBAGE PALM	
3030	CABBAGE PALM	
3032	CABBAGE PALM	
3034	CABBAGE PALM	
3035	CABBAGE PALM	
3036	CABBAGE PALM	
3037	OAK	16"
3039	CABBAGE PALM	
3041	OAK	14"
3042	OAK	14"
3043	CABBAGE PALM	
3045	CABBAGE PALM	
3046	CABBAGE PALM	
3047	CABBAGE PALM	
3048	CABBAGE PALM	
3049	CABBAGE PALM	
3050	CABBAGE PALM	
3051	OAK	18"
3055	CABBAGE PALM	
3057	OAK	18"
3058	OAK	16"
3059	CABBAGE PALM	
3060	CABBAGE PALM	
3061	OAK	18"
3062	CABBAGE PALM	
3063	CABBAGE PALM	
3066	CABBAGE PALM	
3067	OAK	16"
3071	OAK	14"
3074	OAK	18"
3076	CABBAGE PALM	
3077	OAK	14"
3078	OAK	14"
3080	CABBAGE PALM	
3081	CABBAGE PALM	
3084	OAK	14"
3085	CABBAGE PALM	
3086	CABBAGE PALM	
3087	CABBAGE PALM	
3088	CABBAGE PALM	
3089	OAK	14"
3090	OAK	14"
3091	CABBAGE PALM	
3092	CABBAGE PALM	
3093	CABBAGE PALM	
3094	CABBAGE PALM	
3095	CABBAGE PALM	
3097	CABBAGE PALM	
3099	CABBAGE PALM	
3100	CABBAGE PALM	
3101	CABBAGE PALM	
3102	CABBAGE PALM	
3103	CABBAGE PALM	
3104	CABBAGE PALM	
3105	CABBAGE PALM	
3106	CABBAGE PALM	
3107	CABBAGE PALM	
3108	CABBAGE PALM	

TAG#	SPECIES	DIAMETER
3110	CABBAGE PALM	
3112	CABBAGE PALM	
3113	CABBAGE PALM	
3115	CABBAGE PALM	
3117	CABBAGE PALM	
3120	CABBAGE PALM	
3121	CABBAGE PALM	
3122	CABBAGE PALM	
3124	OAK	50"
3125	CABBAGE PALM	
3126	CABBAGE PALM	
3127	CABBAGE PALM	
3128	CABBAGE PALM	
3130	CABBAGE PALM	
3131	CABBAGE PALM	
3132	CABBAGE PALM	
3133	CABBAGE PALM	
3134	CABBAGE PALM	
3135	CABBAGE PALM	
3138	OAK	16"
3140	CABBAGE PALM	
3142	CABBAGE PALM	
3143	CABBAGE PALM	
3144	CABBAGE PALM	
3145	CABBAGE PALM	
3146	CABBAGE PALM	
3147	OAK	14"
3151	CABBAGE PALM	
3152	CABBAGE PALM	
3153	CABBAGE PALM	
3155	CABBAGE PALM	
3157	CABBAGE PALM	
3159	CABBAGE PALM	
3160	CABBAGE PALM	
3161	CABBAGE PALM	
3162	CABBAGE PALM	
3163	OAK	22"
3164	CABBAGE PALM	
3166	CABBAGE PALM	
3168	CABBAGE PALM	
3171	CABBAGE PALM	
3172	CABBAGE PALM	
3173	CABBAGE PALM	
3175	CABBAGE PALM	
3176	CABBAGE PALM	
3177	OAK	16"
3179	CABBAGE PALM	
3180	CABBAGE PALM	
3182	CABBAGE PALM	
3183	CABBAGE PALM	
3184	CABBAGE PALM	
3185	OAK	14"
3186	CABBAGE PALM	
3188	CABBAGE PALM	
3190	CABBAGE PALM	
3191	CABBAGE PALM	
3193	CABBAGE PALM	
3195	CABBAGE PALM	
3196	CABBAGE PALM	
3197	CABBAGE PALM	
3197	CABBAGE PALM	
3198	OAK	20"
3201	CABBAGE PALM	
3202	CABBAGE PALM	
3203	CABBAGE PALM	
3204	PALM (UNKNOWN)	
3206	CABBAGE PALM	
3207	CABBAGE PALM	
3208	CABBAGE PALM	
3209	CABBAGE PALM	

TAG#	SPECIES	DIAMETER
3210	CABBAGE PALM	
3211	CABBAGE PALM	
3212	CABBAGE PALM	
3213	CABBAGE PALM	
3214	CABBAGE PALM	
3215	CABBAGE PALM	
3216	CABBAGE PALM	
3217	CABBAGE PALM	
3218	CABBAGE PALM	
3219	CABBAGE PALM	
3220	CABBAGE PALM	
3222	CABBAGE PALM	
3223	CABBAGE PALM	
3224	CABBAGE PALM	
3225	CABBAGE PALM	
3227	CABBAGE PALM	
3231	CABBAGE PALM	
3232	CABBAGE PALM	
3233	OAK	14"
3234	CABBAGE PALM	
3235	CABBAGE PALM	
3236	CABBAGE PALM	
3238	CABBAGE PALM	
3239	CABBAGE PALM	
3241	CABBAGE PALM	
3242	CABBAGE PALM	
3243	CABBAGE PALM	
3244	CABBAGE PALM	
3246	CABBAGE PALM	
3247	CABBAGE PALM	
3248	CABBAGE PALM	
3249	CABBAGE PALM	
3251	CABBAGE PALM	
3252	CABBAGE PALM	
3253	CABBAGE PALM	
3254	CABBAGE PALM	
3255	OAK	20"
3256	CABBAGE PALM	
3257	CABBAGE PALM	
3258	CABBAGE PALM	
3259	CABBAGE PALM	
3260	CABBAGE PALM	
3261	CABBAGE PALM	
3262	CABBAGE PALM	
3263	CABBAGE PALM	
3264	CABBAGE PALM	
3265	CABBAGE PALM	
3266	CABBAGE PALM	
3268	CABBAGE PALM	
3270	CABBAGE PALM	
3272	CABBAGE PALM	
3273	CABBAGE PALM	
3274	CABBAGE PALM	
3275	CABBAGE PALM	
3276	OAK	38"
3277	CABBAGE PALM	
3278	CABBAGE PALM	
3279	CABBAGE PALM	
3280	CABBAGE PALM	
3281	CABBAGE PALM	
3282	CABBAGE PALM	
3283	OAK	36"
3284	CABBAGE PALM	
3285	CABBAGE PALM	
3286	CABBAGE PALM	
3288	CABBAGE PALM	
3289	CABBAGE PALM	
3290	CABBAGE PALM	
3291	CABBAGE PALM	
3292	CABBAGE PALM	

TAG#	SPECIES	DIAMETER
3293	CABBAGE PALM	
3294	CABBAGE PALM	
3295	OAK	20"
3296	CABBAGE PALM	
3297	CABBAGE PALM	
3298	CABBAGE PALM	
3299	CABBAGE PALM	
3300	CABBAGE PALM	
3325	CABBAGE PALM	
3329	CABBAGE PALM	
3337	CABBAGE PALM	
3338	OAK	32"
3342	CABBAGE PALM	
3345	OAK	34"
3346	CABBAGE PALM	
3349	CABBAGE PALM	
3350	OAK	16"
3376	OAK	54"
3382	OAK	34"
3391	CABBAGE PALM	
3398	OAK	36"
3401	CABBAGE PALM	
3403	OAK	16"
3404	CABBAGE PALM	
3405	CABBAGE PALM	
3406	OAK	16"
3407	CABBAGE PALM	
3408	OAK	18"
3409	CABBAGE PALM	
3410	CABBAGE PALM	
3411	OAK	14"
3411	CABBAGE PALM	
3412	CABBAGE PALM	
3413	CABBAGE PALM	
3414	OAK	18"
3415	CABBAGE PALM	
3416	CABBAGE PALM	
3417	CABBAGE PALM	
3418	CABBAGE PALM	
3419	CABBAGE PALM	
3420	CABBAGE PALM	
3421	OAK	24"
3422	OAK	18"
3423	CABBAGE PALM	
3424	CABBAGE PALM	
3426	OAK	34"
3427	CABBAGE PALM	
3428	OAK	14"
3429	OAK	24"
3430	CABBAGE PALM	
3431	OAK	14"
3433	CABBAGE PALM	
3434	OAK	14"
3435	CABBAGE PALM	
3436	CABBAGE PALM	
3437	CABBAGE PALM	
3439	CABBAGE PALM	
3442	OAK	14"
3444	OAK	14"
3445	CABBAGE PALM	
3446	OAK	24"
3447	CABBAGE PALM	
3448	OAK	32"
3450	CABBAGE PALM	
3451	CABBAGE PALM	
3452	CABBAGE PALM	
3453	CABBAGE PALM	
3454	CABBAGE PALM	
3456	CABBAGE PALM	
3457	OAK	14"

ENGINEERS SURVEYORS
ENVIRONMENTAL

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
☎ 772-462-2455
www.edc-inc.com

F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

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CHECKED BY	MTO
FIELD CREW	JW
FILENAME	21-412 Zentex - TREE SURVEY EAST OF RIDELINE ONLY.dwg
SCALE	AS SHOWN
DATE	March 17, 2022

DATE	REVISION COMMENTS
07/18/2022	UPDATED NOTES 13 & 14 TO BREAK OUT THE AVERAGE OF PALMS AND TREES - ABB
06/20/2022	ADDED TREE TYPES/SIZES FOR TEST AREAS ON SHEET 7 - ABB
06/14/2022	ADDED TREE/TEST SECTIONS AND UPDATED NOTES #13 & 14 - ABB

TREE SURVEY

FOR: MERITAGE

RECORD INFORMATION
SEC. 26, TWP. 35 SOUTH, RGE. 39 EAST
ST. LUCIE COUNTY, FLORIDA

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
☎ 772-462-2455

21-412

5 OF 7

\\ch5\data\Projects Active\23-0711 Zentex\CAD\Survey Plat\21-412 Zentex - TREE SURVEY EAST OF RIDELINE ONLY.dwg, 9/27/2024 8:08 AM

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TREE SURVEY

FOR: MERITAGE

TAG#	SPECIES	DIAMETER
3458	CABBAGE PALM	
3459	CABBAGE PALM	
3460	CABBAGE PALM	
3461	OAK	20"
3462	CABBAGE PALM	
3463	CABBAGE PALM	
3464	CABBAGE PALM	
3465	OAK	14"
3468	CABBAGE PALM	
3469	CABBAGE PALM	
3470	OAK	14"
3473	CABBAGE PALM	
3474	CABBAGE PALM	
3475	OAK	18"
3476	CABBAGE PALM	
3477	CABBAGE PALM	
3479	OAK	16"
3479	OAK	26"
3481	CABBAGE PALM	
3482	OAK	16"X2
3483	CABBAGE PALM	
3484	CABBAGE PALM	
3485	OAK	14"
3486	CABBAGE PALM	
3487	OAK	18"
3488	CABBAGE PALM	
3489	CABBAGE PALM	
3490	CABBAGE PALM	
3491	CABBAGE PALM	
3492	CABBAGE PALM	
3493	CABBAGE PALM	
3494	CABBAGE PALM	
3496	CABBAGE PALM	
3497	CABBAGE PALM	
3499	CABBAGE PALM	
3501	CABBAGE PALM	
3502	CABBAGE PALM	
3503	CABBAGE PALM	
3504	CABBAGE PALM	
3505	CABBAGE PALM	
3507	CABBAGE PALM	
3508	CABBAGE PALM	
3509	OAK	28"
3510	CABBAGE PALM	
3511	CABBAGE PALM	
3512	CABBAGE PALM	
3513	CABBAGE PALM	
3515	CABBAGE PALM	
3517	CABBAGE PALM	
3518	CABBAGE PALM	
3519	CABBAGE PALM	
3521	CABBAGE PALM	
3523	OAK	36"
3524	CABBAGE PALM	
3525	CABBAGE PALM	
3527	CABBAGE PALM	
3528	CABBAGE PALM	
3529	CABBAGE PALM	
3530	CABBAGE PALM	
3531	CABBAGE PALM	
3532	CABBAGE PALM	
3534	CABBAGE PALM	
3535	CABBAGE PALM	
3537	CABBAGE PALM	
3538	CABBAGE PALM	
3539	OAK	26"
3540	CABBAGE PALM	
3541	CABBAGE PALM	
3543	CABBAGE PALM	
3544	CABBAGE PALM	

TAG#	SPECIES	DIAMETER
3545	CABBAGE PALM	
3547	CABBAGE PALM	
3549	CABBAGE PALM	
3550	CABBAGE PALM	
3551	CABBAGE PALM	
3552	CABBAGE PALM	
3555	OAK	18"
3556	CABBAGE PALM	
3557	CABBAGE PALM	
3558	CABBAGE PALM	
3559	CABBAGE PALM	
3560	CABBAGE PALM	
3561	CABBAGE PALM	
3562	CABBAGE PALM	
3563	CABBAGE PALM	
3563	CABBAGE PALM	
3565	CABBAGE PALM	
3566	OAK	18"
3567	CABBAGE PALM	
3568	CABBAGE PALM	
3569	CABBAGE PALM	
3570	CABBAGE PALM	
3571	CABBAGE PALM	
3572	CABBAGE PALM	
3573	CABBAGE PALM	
3574	CABBAGE PALM	
3575	OAK	26"
3577	OAK	28"
3578	OAK	70"
3579	CABBAGE PALM	
3580	OAK	16"
3581	CABBAGE PALM	
3582	OAK	16"
3583	CABBAGE PALM	
3585	CABBAGE PALM	
3586	CABBAGE PALM	
3587	CABBAGE PALM	
3588	CABBAGE PALM	
3589	CABBAGE PALM	
3590	OAK	16"
3591	CABBAGE PALM	
3592	CABBAGE PALM	
3593	CABBAGE PALM	
3594	CABBAGE PALM	
3595	OAK	18"
3597	OAK	36"X2
3598	CABBAGE PALM	
3599	OAK	18"
3600	OAK	18"
3601	OAK	14"
3602	OAK	14"
3603	CABBAGE PALM	
3604	CABBAGE PALM	
3605	CABBAGE PALM	
3606	OAK	24"
3607	OAK	20"
3608	CABBAGE PALM	
3609	CABBAGE PALM	
3610	OAK	26"
3612	CABBAGE PALM	
3613	CABBAGE PALM	
3614	OAK	20"
3615	CABBAGE PALM	
3617	CABBAGE PALM	
3618	CABBAGE PALM	
3620	CABBAGE PALM	
3621	OAK	24"
3622	OAK	24"
3623	OAK	20"
3624	CABBAGE PALM	

TAG#	SPECIES	DIAMETER
3626	CABBAGE PALM	
3627	OAK	24"
3628	CABBAGE PALM	
3630	OAK	20"
3631	OAK	18"
3633	CABBAGE PALM	
3634	CABBAGE PALM	
3635	CABBAGE PALM	
3636	CABBAGE PALM	
3637	CABBAGE PALM	
3637	OAK	18"
3640	OAK	14"
3641	CABBAGE PALM	
3642	OAK	20"
3644	CABBAGE PALM	
3646	CABBAGE PALM	
3649	CABBAGE PALM	
3650	CABBAGE PALM	
3651	CABBAGE PALM	
3653	CABBAGE PALM	
3654	CABBAGE PALM	
3655	CABBAGE PALM	
3656	CABBAGE PALM	
3660	OAK	14"
3661	CABBAGE PALM	
3662	OAK	14"
3663	CABBAGE PALM	
3664	OAK	28"
3665	CABBAGE PALM	
3666	CABBAGE PALM	
3667	CABBAGE PALM	
3668	CABBAGE PALM	
3669	OAK	24"
3670	OAK	20"
3672	CABBAGE PALM	
3673	OAK	18"
3674	CABBAGE PALM	
3676	CABBAGE PALM	
3677	OAK	16"
3678	CABBAGE PALM	
3679	CABBAGE PALM	
3680	OAK	14"X2
3681	OAK	16"
3682	CABBAGE PALM	
3683	CABBAGE PALM	
3684	CABBAGE PALM	
3687	CABBAGE PALM	
3689	CABBAGE PALM	
3690	CABBAGE PALM	
3691	CABBAGE PALM	
3692	CABBAGE PALM	
3694	CABBAGE PALM	
3695	CABBAGE PALM	
3696	CABBAGE PALM	
3696	CABBAGE PALM	
3697	OAK	14"
3698	CABBAGE PALM	
3699	CABBAGE PALM	
3702	CABBAGE PALM	
3704	CABBAGE PALM	
3705	CABBAGE PALM	
3706	CABBAGE PALM	
3707	CABBAGE PALM	
3708	CABBAGE PALM	
3709	CABBAGE PALM	
3710	CABBAGE PALM	
3713	CABBAGE PALM	
3714	OAK	36"
3716	CABBAGE PALM	
3717	CABBAGE PALM	

TAG#	SPECIES	DIAMETER
3719	OAK	26"
3720	CABBAGE PALM	
3721	CABBAGE PALM	
3722	CABBAGE PALM	
3723	OAK	48"
3724	OAK	22"
3725	CABBAGE PALM	
3726	CABBAGE PALM	
3728	CABBAGE PALM	
3729	CABBAGE PALM	
3730	CABBAGE PALM	
3731	CABBAGE PALM	
3732	CABBAGE PALM	
3733	OAK	14"
3734	OAK	32"
3735	OAK	24"
3736	OAK	24"
3737	CABBAGE PALM	
3738	OAK	24"
3741	OAK	14"
3742	OAK	14"
3745	CABBAGE PALM	
3746	CABBAGE PALM	
3748	OAK	14"
3749	OAK	20"
3750	CABBAGE PALM	
3759	OAK	18"
3761	CABBAGE PALM	
3765	OAK	30"
3772	CABBAGE PALM	
3774	CABBAGE PALM	
3775	CABBAGE PALM	
3776	CABBAGE PALM	
3777	OAK	14"
3778	OAK	14"
3779	CABBAGE PALM	
3783	OAK	16"
3784	CABBAGE PALM	
3785	OAK	16"
3788	CABBAGE PALM	
3789	OAK	14"
3791	OAK	14"
3792	CABBAGE PALM	
3794	CABBAGE PALM	
3795	CABBAGE PALM	
3796	OAK	14"
3797	OAK	14"
3799	CABBAGE PALM	
3802	OAK	14"
3803	OAK	20"
3804	OAK	18"
3805	OAK	24"–8"
3818	OAK	14"
3819	OAK	18"
3824	CABBAGE PALM	
3825	OAK	24"
3827	OAK	18"
3834	OAK	14"
3835	CABBAGE PALM	
3837	OAK	22"
3843	CABBAGE PALM	
3845	OAK	16"
3849	OAK	22"
3850	OAK	24"
3851	OAK	16"
3852	OAK	14"
3856	OAK	16"
3859	OAK	14"
3860	OAK	14"
3862	OAK	22"X2

TAG#	SPECIES	DIAMETER
3863	CABBAGE PALM	
3866	OAK	14"
3867	OAK	18"
3868	OAK	24"
3874	OAK	24"
3877	OAK	14"
3881	CABBAGE PALM	
3883	OAK	28"
3890	OAK	18"
3892	OAK	16"
3893	OAK	18"
3894	OAK	14"
3897	OAK	16"
3900	OAK	18"
3903	CABBAGE PALM	
3904	CABBAGE PALM	
3905	CABBAGE PALM	
3906	CABBAGE PALM	
3907	CABBAGE PALM	
3908	CABBAGE PALM	
3909	CABBAGE PALM	
3910	OAK	16"
3911	CABBAGE PALM	
3912	CABBAGE PALM	
3913	CABBAGE PALM	
3914	CABBAGE PALM	
3917	CABBAGE PALM	
3918	CABBAGE PALM	
3919	CABBAGE PALM	
3920	CABBAGE PALM	
3921	CABBAGE PALM	
3922	CABBAGE PALM	
3924	OAK	18"
3925	CABBAGE PALM	
3926	CABBAGE PALM	
3927	CABBAGE PALM	
3928	CABBAGE PALM	
3929	OAK	24"
3930	CABBAGE PALM	
3931	CABBAGE PALM	
3932	CABBAGE PALM	
3933	CABBAGE PALM	
3934	OAK	14"
3935	CABBAGE PALM	
3936	CABBAGE PALM	
3939	CABBAGE PALM	
3940	CABBAGE PALM	
3942	CABBAGE PALM	
3943	CABBAGE PALM	
3944	OAK	14"
3945	CABBAGE PALM	
3946	CABBAGE PALM	
3947	CABBAGE PALM	
3948	CABBAGE PALM	
3949	CABBAGE PALM	
3951	CABBAGE PALM	
3952	CABBAGE PALM	
3953	CABBAGE PALM	
3954	OAK	22"
3955	OAK	20"
3956	CABBAGE PALM	
3957	CABBAGE PALM	
3958	CABBAGE PALM	
3959	CABBAGE PALM	
3960	OAK	24"
3961	OAK	22"
3962	CABBAGE PALM	
3963	CABBAGE PALM	
3964	CABBAGE PALM	
3965	CABBAGE PALM	

TAG#	SPECIES	DIAMETER
3966	CABBAGE PALM	
3967	CABBAGE PALM	
3968	CABBAGE PALM	
3968	CABBAGE PALM	
3970	CABBAGE PALM	
3971	OAK	28"
3973	OAK	26"
3975	CABBAGE PALM	
3976	CABBAGE PALM	
3977	CABBAGE PALM	
3978	CABBAGE PALM	
3979	OAK	24"X2
3981	OAK	14"
3983	CABBAGE PALM	
3986	OAK	16"
3987	OAK	18"
3988	CABBAGE PALM	
3989	CABBAGE PALM	
3990	CABBAGE PALM	
3991	CABBAGE PALM	
3992	OAK	20"
3993	CABBAGE PALM	
3994	CABBAGE PALM	
3995	CABBAGE PALM	
3996	CABBAGE PALM	
3998	CABBAGE PALM	
3999	OAK	28"
4000	CABBAGE PALM	
4524	OAK	36"
4526	OAK	18"
4537	UNKNOWN	28"
4553	CABBAGE PALM	
4560	CABBAGE PALM	
4570	OAK	36"
4591	OAK	16"
4593	CABBAGE PALM	
4598	CABBAGE PALM	
4728	CABBAGE PALM	
4742	OAK	24"
4745	CABBAGE PALM	
4860	OAK	24"
4866	OAK	20"
5003	OAK	26"X2
5004	CABBAGE PALM	
5006	OAK	24"
5008	OAK	16"
5012	CABBAGE PALM	
5013	OAK	16"
5017	OAK	50"
5018	CABBAGE PALM	
5020	CABBAGE PALM	
5021	OAK	14"X2
5022	OAK	24"
5025	OAK	44"
5026	OAK	20"
5029	OAK	24"
5030	CABBAGE PALM	
5032	OAK	18"
5033	CABBAGE PALM	
5034	CABBAGE PALM	
5035	OAK	22"
5036	CABBAGE PALM	
5037	OAK	14"
5039	OAK	24"
5040	OAK	18" & 12"
5041	OAK	22"
5043	OAK	22"
5044	OAK	24"
5045	OAK	24"
5046	CABBAGE PALM	

TAG#	SPECIES	DIAMETER
5047	CABBAGE PALM	
5049	OAK	18"
5050	OAK	34"
5052	CABBAGE PALM	
5054	CABBAGE PALM	
5055	OAK	24"X3
5056	OAK	18"X2 & 14"
5057	OAK	14"
5058	OAK	14"
5059	OAK	26"
5060	OAK	22"
5061	CABBAGE PALM	
5063	CABBAGE PALM	
5064	OAK	20"
5066	OAK	24"
5067	OAK	18"
5069	CABBAGE PALM	
5070	OAK	18"
5071	OAK	14"
5073	CABBAGE PALM	
5076	OAK	16"
5079	OAK	34"
5080	CABBAGE PALM	
5081	OAK	24"X2
5082	OAK	14"
5083	OAK	18"
5086	OAK	24"
5087	OAK	14"
5088	CABBAGE PALM	
5090	OAK	18"
5091	OAK	18" & 12"
5092	CABBAGE PALM	
5094	CABBAGE PALM	
5095	CABBAGE PALM	
5097	CABBAGE PALM	
5098	CABBAGE PALM	
5100	OAK	18"
5101	OAK	24"
5105	OAK	14"X2
5106	OAK	14"
5109	OAK	14"
5110	OAK	36"
5113	OAK	14"
5114	OAK	24"
5118	OAK	24"X2
5119	CABBAGE PALM	
5120	OAK	18"
5124	OAK	30"
5125	OAK	24"
5126	OAK	20"
5127	OAK	14"X2
5128	CABBAGE PALM	
5130	OAK	18"
5132	OAK	24"
5133	OAK	14"
5134	OAK	30"
5147	CABBAGE PALM	
5149	OAK	34"
5150	OAK	36"
5152	CABBAGE PALM	
5153	OAK	24"
5154	CABBAGE PALM	
5155	OAK	46"
5158	OAK	36"
5159	OAK	18"
5161	OAK	56"
5162	OAK	14"
5165	OAK	14"
5168	OAK	36"
5169	CABBAGE PALM	

TAG#	SPECIES	DIAMETER
5174	OAK	14"
5190	OAK	18"
5192	OAK	24"
5193	OAK	24"
5194	OAK	22"
5197	OAK	28"
5199	OAK	14"
5202	OAK	18"
5203	OAK	22"
5204	OAK	14"
5206	OAK	14"
5209	OAK	18"
5215	OAK	22"
5216	CABBAGE PALM	
5218	OAK	18"
5221	OAK	14"
5228	OAK	30"
5229	OAK	18"
5230	CABBAGE PALM	
5231	CABBAGE PALM	
5232	CABBAGE PALM	
5233	CABBAGE PALM	
5234	CABBAGE PALM	
5237	CABBAGE PALM	
5239	OAK	14"
5240	OAK	16"
5242	CABBAGE PALM	
5243	OAK	14"
5244	OAK	24"
5245	OAK	16"
5246	OAK	14"
5248	OAK	14"
5250	CABBAGE PALM	
5252	OAK	26"
5254	OAK	32"
5257	CABBAGE PALM	
5260	CABBAGE PALM	
5262	OAK	20"
5264	OAK	16"
5265	OAK	22"
5278	OAK	14"
5279	OAK	20"
5283	OAK	18"
5284	OAK	14"
5285	OAK	14"
5287	CABBAGE PALM	
5289	OAK	18"
5294	OAK	16"
5302	OAK	14"
5303	OAK	18"
5304	OAK	14"
5308	OAK	14"
5312	CABBAGE PALM	
5313	CABBAGE PALM	
5315	CABBAGE PALM	
5324	OAK	26"
5326	OAK	32"
5327	OAK	20"
5328	CABBAGE PALM	
5329	CABBAGE PALM	
5344	CABBAGE PALM	
5345	CABBAGE PALM	
5346	CABBAGE PALM	
5347	CABBAGE PALM	
5348	CABBAGE PALM	
5349	PINE	16"
5350	CABBAGE PALM	
5351	CABBAGE PALM	
5352	CABBAGE PALM	
5353	CABBAGE PALM	

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DRAWN BY	ABB
CHECKED BY	MTO
FIELD CREW	JW
FILENAME	21-412 Zentex - TREE SURVEY EAST OF RIDELINE ONLY.dwg
SCALE	AS SHOWN
DATE	March 17, 2022

DATE	REVISION COMMENTS
07/18/2022	UPDATED NOTES 13 & 14 TO BREAK OUT THE AVERAGE OF PALMS AND TREES - ABB
06/20/2022	ADDED TREE TYPES/SIZES FOR TEST AREAS ON SHEET 7 - ABB
06/14/2022	ADDED TREE/TEST SECTIONS AND UPDATED NOTES #13 & 14 - ABB

TREE SURVEY

FOR: MERITAGE

RECORD INFORMATION
SEC. 26, TWP. 35 SOUTH, RGE. 39 EAST
ST. LUCIE COUNTY, FLORIDA

EDC
10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
☎ 772-462-2455

21-412

TREE SURVEY

FOR: MERITAGE

TAG#	SPECIES	DIAMETER
5354	CABBAGE PALM	
5355	CABBAGE PALM	
5356	CABBAGE PALM	
5357	CABBAGE PALM	
5358	CABBAGE PALM	
5359	CABBAGE PALM	
5364	CABBAGE PALM	
5365	CABBAGE PALM	
5366	CABBAGE PALM	
5367	CABBAGE PALM	
5372	OAK	14"
5374	OAK	18"
5376	OAK	18"
5379	OAK	30"
5383	OAK	20"
5386	OAK	14"
5388	OAK	34"
5392	CABBAGE PALM	
5393	OAK	28"
5394	OAK	16"
5397	OAK	18"
5399	OAK	38"–18"
5403	OAK	36"
5405	OAK	14"
5406	CABBAGE PALM	
5407	OAK	16"X2
5409	CABBAGE PALM	
5410	CABBAGE PALM	
5412	OAK	14"
5422	OAK	22"
5423	OAK	24"
5428	OAK	28"
5429	OAK	22"
5430	OAK	18"
5432	OAK	24"
5433	OAK	24"
5435	CABBAGE PALM	
5436	CABBAGE PALM	
5438	OAK	16"
5440	OAK	36"
5441	OAK	18"
5442	OAK	16"
5444	CABBAGE PALM	
5446	OAK	18"
5447	OAK	20" & 14"
5448	OAK	22"
5451	OAK	24"
5452	CABBAGE PALM	
5453	CABBAGE PALM	
5454	OAK	22"
5455	OAK	14"
5456	OAK	24"
5457	OAK	14"
5458	OAK	20"
5459	OAK	42"
5464	OAK	24"
5465	OAK	36"
5468	PINE	14"
5472	CABBAGE PALM	
5474	OAK	14"
5476	OAK	24"X4
5477	OAK	14"
5480	OAK	14"
5489	OAK	18"
5490	OAK	20"
5491	OAK	20" & 26"
5492	OAK	24" & 12"X2
5494	OAK	46"
5499	OAK	38"
24686	OAK	16"

TEST SITE #1

TAG#	SPECIES	DIAMETER
176	CABBAGE PALM	
177	CABBAGE PALM	
182	CABBAGE PALM	
183	CABBAGE PALM	
184	CABBAGE PALM	
186	CABBAGE PALM	
188	CABBAGE PALM	
189	CABBAGE PALM	
190	CABBAGE PALM	
192	CABBAGE PALM	
193	CABBAGE PALM	
194	CABBAGE PALM	
195	CABBAGE PALM	
196	CABBAGE PALM	
197	CABBAGE PALM	
198	CABBAGE PALM	
200	OAK	14"
201	CABBAGE PALM	
202	CABBAGE PALM	
203	CABBAGE PALM	
204	CABBAGE PALM	
205	CABBAGE PALM	
206	CABBAGE PALM	
207	CABBAGE PALM	
208	CABBAGE PALM	
209	CABBAGE PALM	
210	CABBAGE PALM	
211	CABBAGE PALM	
212	CABBAGE PALM	
214	HICKORY	14"
215	CABBAGE PALM	
215	CABBAGE PALM	
216	CABBAGE PALM	
217	CABBAGE PALM	
218	CABBAGE PALM	
219	CABBAGE PALM	
220	CABBAGE PALM	
221	CABBAGE PALM	

TEST SITE #1

TAG#	SPECIES	DIAMETER
222	CABBAGE PALM	
223	CABBAGE PALM	
224	CABBAGE PALM	
225	CABBAGE PALM	
226	CABBAGE PALM	
227	CABBAGE PALM	
228	CABBAGE PALM	
229	OAK	14"
230	CABBAGE PALM	
231	CABBAGE PALM	
232	CABBAGE PALM	
233	CABBAGE PALM	
234	CABBAGE PALM	
235	CABBAGE PALM	
236	CABBAGE PALM	
237	CABBAGE PALM	
238	CABBAGE PALM	
239	HICKORY	24"
240	CABBAGE PALM	
240	CABBAGE PALM	
241	CABBAGE PALM	
242	CABBAGE PALM	
243	CABBAGE PALM	
244	CABBAGE PALM	
246	CABBAGE PALM	
247	OAK	36"
248	CABBAGE PALM	
249	CABBAGE PALM	
250	CABBAGE PALM	
251	CABBAGE PALM	
252	CABBAGE PALM	
276	CABBAGE PALM	
277	CABBAGE PALM	

TEST SITE #2

TAG#	SPECIES	DIAMETER
114	HICKORY	14"
115	CABBAGE PALM	
116	CABBAGE PALM	
117	CABBAGE PALM	
118	CABBAGE PALM	
119	CABBAGE PALM	
120	CABBAGE PALM	
121	CABBAGE PALM	
122	CABBAGE PALM	
123	CABBAGE PALM	
124	CABBAGE PALM	
125	CABBAGE PALM	
126	CABBAGE PALM	
128	CABBAGE PALM	
129	CABBAGE PALM	
130	CABBAGE PALM	
131	CABBAGE PALM	
132	CABBAGE PALM	
133	CABBAGE PALM	
134	CABBAGE PALM	
135	CABBAGE PALM	
136	CABBAGE PALM	
138	CABBAGE PALM	
139	CABBAGE PALM	
139	CABBAGE PALM	
140	CABBAGE PALM	
143	CABBAGE PALM	
145	CABBAGE PALM	
146	CABBAGE PALM	
147	CABBAGE PALM	
148	CABBAGE PALM	
150	CABBAGE PALM	
151	CABBAGE PALM	
152	CABBAGE PALM	
153	CABBAGE PALM	
154	CABBAGE PALM	
155	CABBAGE PALM	
156	OAK	14"
157	CABBAGE PALM	
158	CABBAGE PALM	
162	HICKORY	18"
101	CABBAGE PALM	
102	CABBAGE PALM	
103	CABBAGE PALM	
104	CABBAGE PALM	
105	CABBAGE PALM	
110	CABBAGE PALM	
112	CABBAGE PALM	
113	CABBAGE PALM	

TEST SITE #3

TAG#	SPECIES	DIAMETER
10079	CABBAGE PALM	
10045	CABBAGE PALM	
10046	CABBAGE PALM	
10047	CABBAGE PALM	
10048	CABBAGE PALM	
10049	CABBAGE PALM	
10050	CABBAGE PALM	
10051	CABBAGE PALM	
10052	CABBAGE PALM	
10053	CABBAGE PALM	
10054	CABBAGE PALM	
10055	OAK	36"
10056	CABBAGE PALM	
10057	CABBAGE PALM	
10058	CABBAGE PALM	
10059	CABBAGE PALM	
10060	CABBAGE PALM	
10062	CABBAGE PALM	
10063	CABBAGE PALM	
10064	CABBAGE PALM	
10065	CABBAGE PALM	
10066	CABBAGE PALM	
10067	CABBAGE PALM	
10068	CABBAGE PALM	
10069	CABBAGE PALM	
10070	CABBAGE PALM	
10071	CABBAGE PALM	
10072	CABBAGE PALM	
10073	CABBAGE PALM	
10075	CABBAGE PALM	
10076	CABBAGE PALM	
10077	CABBAGE PALM	
10078	CABBAGE PALM	
10080	CABBAGE PALM	
10081	CABBAGE PALM	
10082	CABBAGE PALM	
10083	CABBAGE PALM	
10084	CABBAGE PALM	
10085	CABBAGE PALM	
10086	CABBAGE PALM	
10087	CABBAGE PALM	
10088	OAK	24"
10089	CABBAGE PALM	
10090	CABBAGE PALM	
10091	CABBAGE PALM	
10092	CABBAGE PALM	
10107	CABBAGE PALM	
10108	CABBAGE PALM	
10109	CABBAGE PALM	
10110	CABBAGE PALM	
10111	OAK	18"
10112	CABBAGE PALM	
10113	OAK	18"
10114	CABBAGE PALM	
10115	CABBAGE PALM	

TEST SITE #3

TAG#	SPECIES	DIAMETER
10116	CABBAGE PALM	
10117	CABBAGE PALM	
10118	CABBAGE PALM	
10119	CABBAGE PALM	
10120	CABBAGE PALM	
10121	CABBAGE PALM	
10122	CABBAGE PALM	
10123	CABBAGE PALM	
10124	OAK	18"
10125	CABBAGE PALM	
10126	CABBAGE PALM	
10127	CABBAGE PALM	
10128	CABBAGE PALM	
10129	CABBAGE PALM	
10130	CABBAGE PALM	
10131	CABBAGE PALM	
10137	CABBAGE PALM	
10138	OAK	18"
10139	CABBAGE PALM	
10140	CABBAGE PALM	
10141	CABBAGE PALM	
10142	CABBAGE PALM	
10143	CABBAGE PALM	
10144	CABBAGE PALM	
10145	CABBAGE PALM	
10146	CABBAGE PALM	
10147	CABBAGE PALM	
10148	CABBAGE PALM	
10149	CABBAGE PALM	
10150	CABBAGE PALM	
10151	CABBAGE PALM	
10152	CABBAGE PALM	
10153	CABBAGE PALM	
10159	CABBAGE PALM	
10160	CABBAGE PALM	
10161	CABBAGE PALM	
10162	CABBAGE PALM	
10185	CABBAGE PALM	
10186	CABBAGE PALM	
10187	CABBAGE PALM	
10188	CABBAGE PALM	
10189	CABBAGE PALM	
10190	CABBAGE PALM	
10191	CABBAGE PALM	
10192	CABBAGE PALM	
10193	CABBAGE PALM	
10194	CABBAGE PALM	
10195	CABBAGE PALM	
10196	CABBAGE PALM	
10197	CABBAGE PALM	
10198	CABBAGE PALM	
10200	CABBAGE PALM	
10201	CABBAGE PALM	
10202	CABBAGE PALM	
10203	CABBAGE PALM	

TEST SITE #4

TAG#	SPECIES	DIAMETER
4081	CABBAGE PALM	
4056	CABBAGE PALM	
4023	CABBAGE PALM	
4030	CABBAGE PALM	
4089	CABBAGE PALM	
4058	CABBAGE PALM	
4015	CABBAGE PALM	
4038	CABBAGE PALM	
4098	CABBAGE PALM	
4002	CABBAGE PALM	
4099	CABBAGE PALM	
4027	CABBAGE PALM	
4085	CABBAGE PALM	
4088	CABBAGE PALM	
4069	CABBAGE PALM	
1652	CABBAGE PALM	
4052	CABBAGE PALM	
4029	CABBAGE PALM	
4057	CABBAGE PALM	
4003	CABBAGE PALM	
4083	CABBAGE PALM	
4072	CABBAGE PALM	
4080	CABBAGE PALM	
4061	CABBAGE PALM	
4096	CABBAGE PALM	
15	CABBAGE PALM	
16	CABBAGE PALM	
17	CABBAGE PALM	
20	CABBAGE PALM	
21	CABBAGE PALM	
24	CABBAGE PALM	
26	CABBAGE PALM	
27	CABBAGE PALM	
28	CABBAGE PALM	
29	CABBAGE PALM	
30	CABBAGE PALM	

TEST SITE #4

TAG#	SPECIES	DIAMETER
34	CABBAGE PALM	
35	CABBAGE PALM	
37	CABBAGE PALM	
38	CABBAGE PALM	
40	CABBAGE PALM	
43	CABBAGE PALM	
45	CABBAGE PALM	
46	CABBAGE PALM	
47	CABBAGE PALM	
48	CABBAGE PALM	
49	CABBAGE PALM	
50	CABBAGE PALM	
51	CABBAGE PALM	
52	CABBAGE PALM	
53	CABBAGE PALM	
57	CABBAGE PALM	
58	CABBAGE PALM	
59	CABBAGE PALM	
60	CABBAGE PALM	
61	CABBAGE PALM	
62	CABBAGE PALM	
63	CABBAGE PALM	
64	CABBAGE PALM	
65	CABBAGE PALM	
66	HICKORY	14"
69	CABBAGE PALM	
70	CABBAGE PALM	
73	CABBAGE PALM	
75	CABBAGE PALM	
76	CABBAGE PALM	
77	CABBAGE PALM	
78	CABBAGE PALM	
79	CABBAGE PALM	
80	CABBAGE PALM	
81	CABBAGE PALM	
82	CABBAGE PALM	

TEST SITE #5

TAG#	SPECIES	DIAMETER
4067	CABBAGE PALM	
4019	CABBAGE PALM	
4059	CABBAGE PALM	
4062	CABBAGE PALM	
4091	CABBAGE PALM	
4046	CABBAGE PALM	
4076	CABBAGE PALM	
4098	CABBAGE PALM	
4012	CABBAGE PALM	
4086	CABBAGE PALM	
4005	CABBAGE PALM	
4075	CABBAGE PALM	
4047	CABBAGE PALM	
4014	CABBAGE PALM	
4039	HICKORY	14"
4016	CABBAGE PALM	
4093	CABBAGE PALM	
4022	CABBAGE PALM	
4084	CABBAGE PALM	
4021	CABBAGE PALM	
4043	CABBAGE PALM	
4065	CABBAGE PALM	
4053	CABBAGE PALM	

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21-412 Zentex - TREE SURVEY EAST OF RIDELINE ONLY.dwg
FILENAME
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SCALE
March 17, 2022
DATE

DATE	REVISION COMMENTS
07/18/2022	UPDATED NOTES 13 & 14 TO BREAK OUT THE AVERAGE OF PALMS AND TREES - ABB
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TREE SURVEY
FOR: MERITAGE
RECORD INFORMATION
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ST. LUCIE COUNTY, FLORIDA

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
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21-412

7 OF 7

\\ch5\data\Projects Active\23-0711 Zentex\CAD\Survey Plat\21-412 Zentex - TREE SURVEY EAST OF RIDELINE ONLY.dwg, 9/27/2024 8:08 AM

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TMC Traffic & Mobility CONSULTANTS
Formerly O'Rourke Engineering & Planning

TRAFFIC ANALYSIS

FOR

Gordy Creek

Prepared for:

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Gordy Creek , LLC
1548 SE 6th Street
Deerfield Beach, FL 33441

Prepared by:

O'Rourke Engineering & Planning
3725 SE Ocean Blvd. Suite 201
Stuart, Florida 34996
772-781-7918

October 27, 2023
Revised for FDOT Comments 1/17/24
Revised 03/06/24
Revised 08/06/24
Revised 01/14/25

24137.03, v1.4

PROFESSIONAL ENGINEERING CERTIFICATION

I hereby certify that I am a Professional Engineer properly registered in the State of Florida practicing with Traffic & Mobility Consultants LLC, a corporation authorized to operate as an engineering business, CA-30024, by the State of Florida Department of Professional Regulation, Board of Professional Engineers, and that I have prepared or approved the evaluations, findings, opinions, conclusions, or technical advice attached hereto for:

PROJECT: Gordy Creek

LOCATION: St. Lucie County, Florida

CLIENT: Gordy Creek, LLC

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

AYMAN H AS-SAIDI

Digitally signed by AYMAN H AS-SAIDI
Date: 2025.01.22 11:11:13 -05'00'

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

TRAFFIC & MOBILITY CONSULTANTS LLC
3101 MAGUIRE BOULEVARD, SUITE 265
ORLANDO, FLORIDA 32803

CERTIFICATE OF AUTHORIZATION CA-30024

Ayman As-Saidi, P.E. № 56849

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INTRODUCTION

O'Rourke Engineering & Planning was retained to prepare a traffic analysis for the proposed development consisting of 178 single family dwelling units and 138 multi family dwelling units located on Gordy Road in Ft. Pierce, St. Lucie County, Florida. The purpose of this report is to determine the project's impact on the surrounding roadway system.

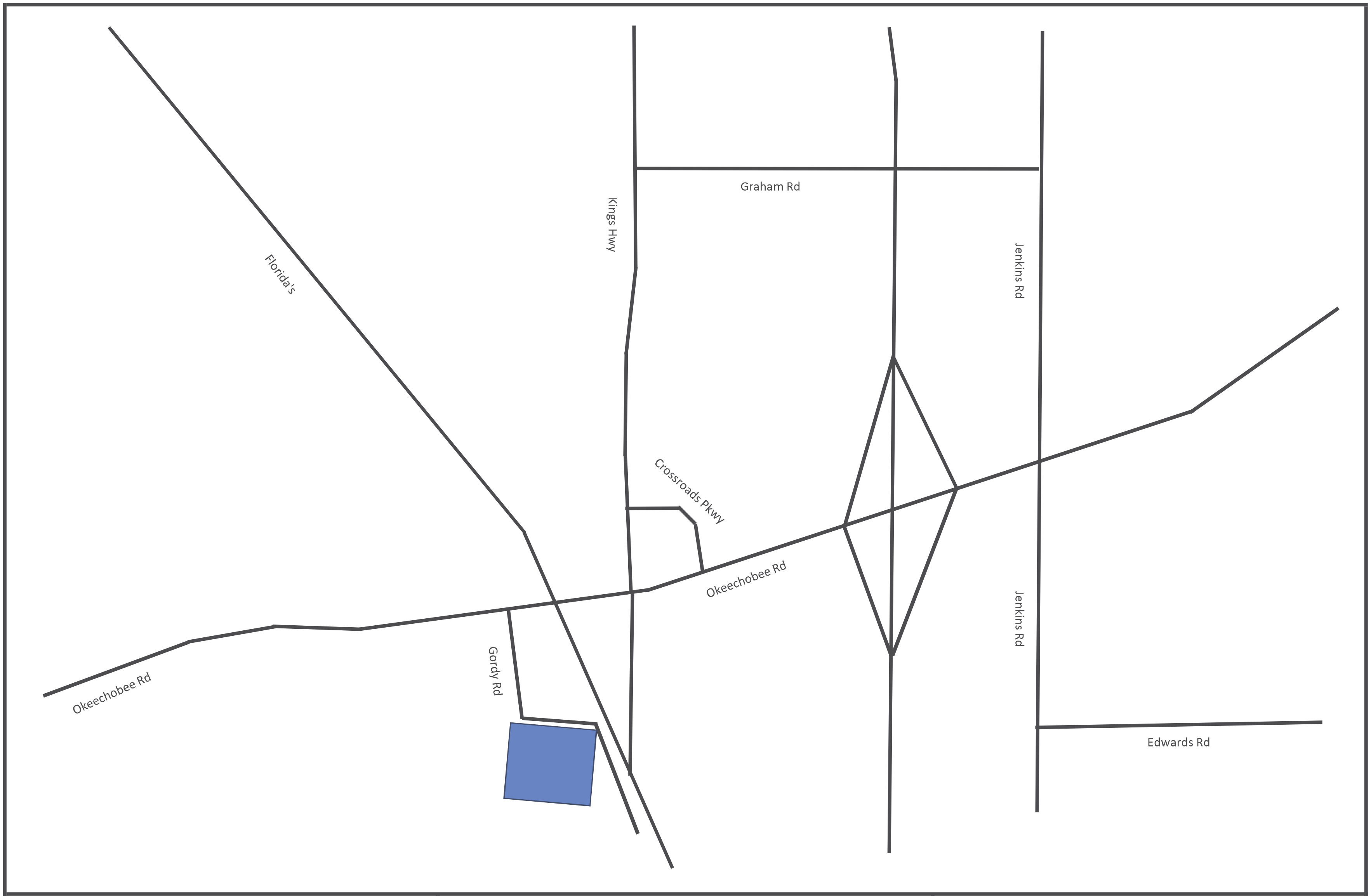
In order to make the determination that the project complies with County Concurrency Guidelines, the following analytical steps were taken:

- 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 178 single family and 138 multi-family dwelling units. The project is located west of Gordy Road and south of Okeechobee Road in Fort Pierce, Florida. The project location is shown in **Figure 1**.


Florida's
Kings Hwy
Graham Rd
Jenkins Rd
Jenkins Rd
Crossroads Pkwy
Okeechobee Rd
Okeechobee Rd
Gordy Rd
Edwards Rd

NTS

TMC Traffic &Mobility CONSULTANTS

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3725 SE Ocean Blvd, Suite 201
Stuart, Fl, 34996

Job Number:

Date:

Legend

🟦 = Project Location

Figure 1

Project Location

Gordy Creek LLC

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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 a four-lane divided roadway west of Kings Highway and east of Virginia Avenue. It is a six-lane divided roadway 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.
- Gordy Road is a two-lane local road with a primarily north/south alignment.
- The Turnpike has a future unfunded project that includes relocating ramps to the Gordy/SR 70 intersection.
- Kings Highway is a four-lane arterial with a north/south alignment currently from Okeechobee to Orange Avenue.
- Graham Road is a two-lane local roadway with an E/W alignment.
- Jenkins Road is a two-lane arterial 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 count data and network information 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 Housing Detached (Land Use Code 210) and Multi-Family Housing (Land Use Code 220) was applied to estimate the trips generated by the proposed development. These calculations are shown in **Tables 1a, 1b, and 1c**.

As shown, the project will generate 2,675 new daily trips. There will be 192 AM peak hour trips with 49 entering the project and 143 trips exiting the project. The project will generate 251 new PM peak hour trips. There will be 158 trips entering the project and 93 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 Detached	210	178	DU	Ln(T) = 0.92 Ln(X) +2.68	50%	50%	858	857	1,715
Multi-Family (Low-Rise)	220	138	DU	T = 6.41(X) + 75.31	50%	50%	480	480	960
TOTALS							**1,338**	**1,337**	**2,675**

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 Detached	210	178	DU	Ln(T) = 0.91 Ln(X) + 0.12	26%	74%	33	93	126
Multi-Family (Low-Rise)	220	138	DU	T = 0.31(X) + 22.85	24%	76%	16	50	66
TOTALS							**49**	**143**	**192**

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 Detached	210	178	DU	Ln(T) = 0.94(X) + 0.27	63%	37%	108	63	171
Multi-Family (Low-Rise)	220	138	DU	T = 0.43(X) + 20.55	63%	37%	50	30	80
TOTALS							**158**	**93**	**251**

Source: ITE 11th Edition Trip Generation Rates

PROJECT DISTRIBUTION/ ASSIGNMENT/IMPACT

The project traffic was distributed by general geographic direction and then assigned to the roadway network within the study area. With 2,675 daily trips the area of influence of study area is 2.0 miles.

Distribution/ Assignment – This general distribution led to an assignment of trips based on the anticipated ultimate destinations and the roadway paths used to reach those destinations. The project assignment is shown in **Figure 2.**

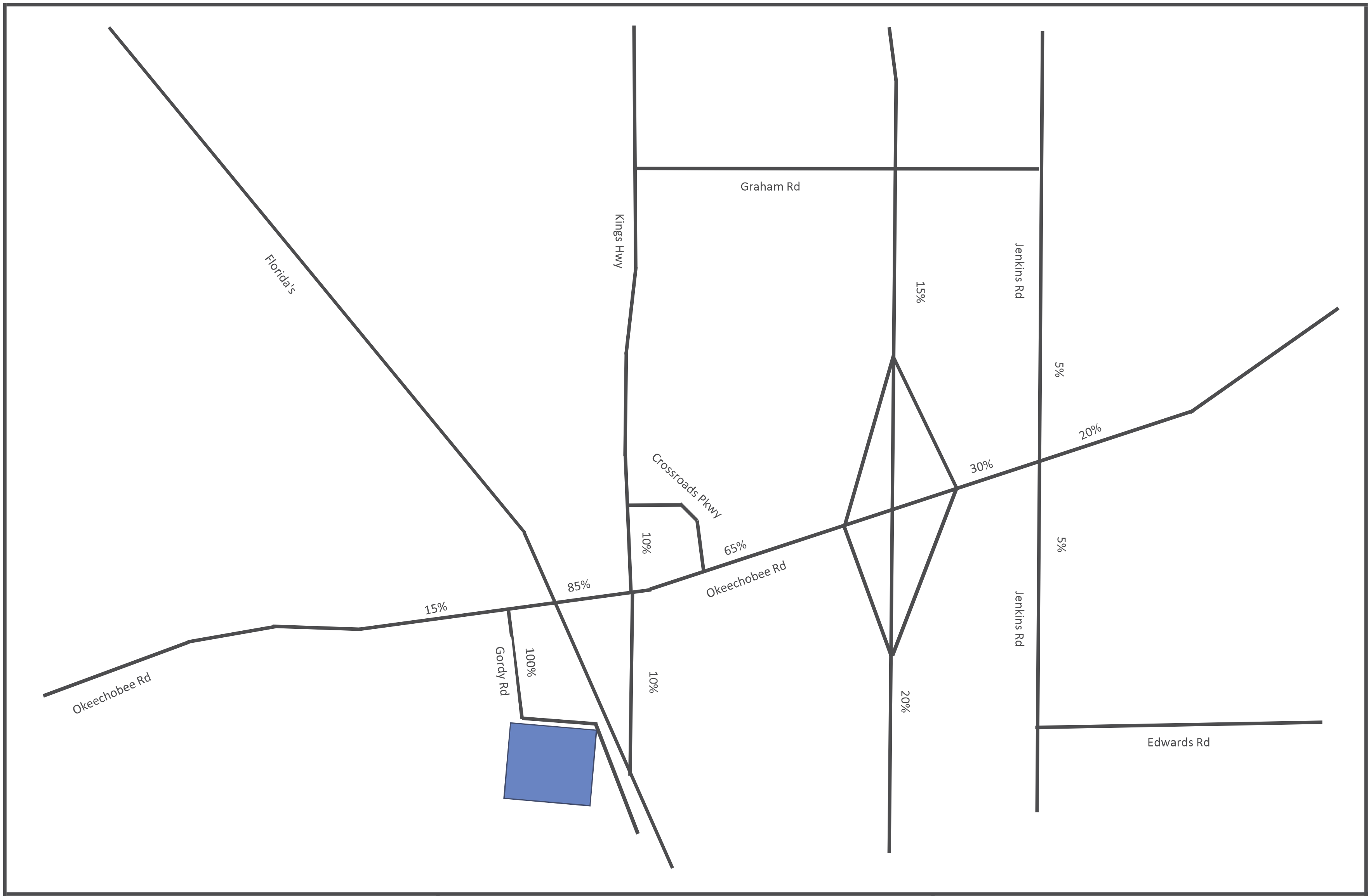
Impact – Tables 2a and 2b summarize the project impact as a percentage of service volume capacity.

LINK ANALYSIS / REVIEW

Links where the project was significant were analyzed further to ensure they will meet concurrency. A project buildout of 2026 was used in the analysis. A growth rate of 1.21% was calculated using a 4-year growth rate obtained from 2022 FDOT AADT volumes. The county average is 2.55% countywide, therefore the greater of 2.55% growth or 1% plus traffic from other committed projects in the area was used to determine the 2026 background without project traffic. Other project data includes committed traffic from Ferrell Communities, Kings Hwy Commerce Park, Sunnyland, Drawdy Angle Road, KRE, Stonemont, Orange 95, Celebration Pointe, Hillpointe Residential, Whispering Oaks, Viva at Treasure Coast, Project Hunt, Regatta, Kings Highway Warehouse, Woodspring Suites, Jenkins Waypoint, and Project Hurricane. Project traffic was then added to determine the 2026 Future Total traffic.

Details of the background traffic are included in **Appendix C**.

Table 3a and 3b summarize the results of the link analysis. As shown, all roadways will operate at acceptable levels of service at project buildout.


Florida's
Kings Hwy
Graham Rd
15%
Jenkins Rd
5%
20%
30%
Crossroads Pkwy
10%
65%
5%
85%
Okeechobee Rd
15%
Jenkins Rd
Gordy Rd
100%
10%
20%
Okeechobee Rd
Edwards Rd

NTS

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Stuart, Fl, 34996

Job Number:

Date:

Legend

🟦 = Project Location

Figure 2

Project Assignment

Gordy Creek LLC

C1 - Figures - Zentex - 1.14.25

TABLE 2a - Project Percent Impact - AM Peak Hour

Segment	From	To	Lanes	Direction	IN/OUT	Greater than 5% (1% on Adjacent Links)	Peak Hour Service Capacity(1)	Project Volume Peak Direction	% Project of Capacity-Peak Hour	Project Percent Assignment
Gordy Rd	Project Driveway	Okeechobee Rd	2L	NB	OUT	**YES**	880	143	16.25%	100%
	Project Driveway	Okeechobee Rd	2L	SB	IN	**YES**	880	49	5.57%	100%
Jenkins Rd	Okeechobee Rd	Graham Rd	2L	NB	OUT	NO	920	7	0.76%	5%
	Okeechobee Rd	Graham Rd	2L	SB	IN	NO	920	2	0.22%	5%
	Graham Rd	Peterson Rd	2L	NB	OUT	NO	630	7	1.11%	5%
	Graham Rd	Peterson Rd	2L	SB	IN	NO	630	2	0.32%	5%
Kings Hwy	Okeechobee Rd	Crossroads Pkwy	4LD	NB	OUT	NO	2,000	14	0.70%	10%
	Okeechobee Rd	Crossroads Pkwy	4LD	SB	IN	NO	2,000	5	0.25%	10%
	Crossroads Pkwy	Graham Rd	4LD	NB	OUT	NO	2,000	14	0.70%	10%
	Crossroads Pkwy	Graham Rd	4LD	SB	IN	NO	2,000	5	0.25%	10%
	Graham Rd	Picos Rd	4LD	NB	OUT	NO	2,000	14	0.70%	10%
	Graham Rd	Picos Rd	4LD	SB	IN	NO	2,000	5	0.25%	10%
	Picos Rd	Orange Ave	4LD	NB	OUT	NO	2,000	14	0.70%	10%
	Picos Rd	Orange Ave	4LD	SB	IN	NO	2,000	5	0.25%	10%
Okeechobee Rd	McCarty Rd	Florida's Turnpike	4LD	EB	IN	NO	3,240	7	0.22%	15%
	McCarty Rd	Florida's Turnpike	4LD	WB	OUT	NO	3,240	21	0.65%	15%
	Florida's Turnpike	Kings Hwy	4LD	EB	OUT	**YES**	2,100	122	5.81%	85%
	Florida's Turnpike	Kings Hwy	4LD	WB	IN	NO	2,100	42	2.00%	85%
	Kings Hwy	Crossroads Pkwy	8LD	EB	OUT	NO	4,240	93	2.19%	65%
	Kings Hwy	Crossroads Pkwy	8LD	WB	IN	NO	4,240	32	0.75%	65%
	Crossroads Pkwy	I-95	8LD	EB	OUT	NO	4,240	93	2.19%	65%
	Crossroads Pkwy	I-95	8LD	WB	IN	NO	4,240	32	0.75%	65%
	I95	Jenkins Rd	6LD	EB	OUT	NO	4,240	43	1.01%	30%
	I95	Jenkins Rd	6LD	WB	IN	NO	4,240	15	0.35%	30%
	Jenkins Rd	McNeil Rd	6LD	EB	OUT	NO	4,040	29	0.72%	20%
	Jenkins Rd	McNeil Rd	6LD	WB	IN	NO	4,040	10	0.25%	20%
I-95	Midway Rd	Okeechobee Rd	6LD	NB	IN	NO	5,500	10	0.18%	20%
	Midway Rd	Okeechobee Rd	6LD	SB	OUT	NO	5,500	29	0.53%	20%
	Okeechobee Rd	Orange Ave	8LD	NB	OUT	NO	7,320	21	0.29%	15%
	Okeechobee Rd	Orange Ave	8LD	SB	IN	NO	7,320	7	0.10%	15%

(1) St. Lucie County 2023 Traffic Counts and LOS Report

IN: 49
OUT: 143

TABLE 2b - Project Percent Impact - PM Peak Hour

Segment	From	To	Lanes	Direction	IN/OUT	Greater than 5% (1% on Adjacent Links)	Peak Hour Service Capacity(1)	Project Volume Peak Direction	% Project of Capacity-Peak Hour	Project Percent Assignment
Gordy Rd	Project Driveway	Okeechobee Rd	2L	NB	OUT	**YES**	880	93	10.57%	100%
	Project Driveway	Okeechobee Rd	2L	SB	IN	**YES**	880	158	17.95%	100%
Jenkins Rd	Okeechobee Rd	Graham Rd	2L	NB	OUT	NO	920	5	0.54%	5%
	Okeechobee Rd	Graham Rd	2L	SB	IN	NO	920	8	0.87%	5%
	Graham Rd	Peterson Rd	2L	NB	OUT	NO	630	5	0.79%	5%
	Graham Rd	Peterson Rd	2L	SB	IN	NO	630	8	1.27%	5%
Kings Hwy	Okeechobee Rd	Crossroads Pkwy	4LD	NB	OUT	NO	2,000	9	0.45%	10%
	Okeechobee Rd	Crossroads Pkwy	4LD	SB	IN	NO	2,000	16	0.80%	10%
	Crossroads Pkwy	Graham Rd	4LD	NB	OUT	NO	2,000	9	0.45%	10%
	Crossroads Pkwy	Graham Rd	4LD	SB	IN	NO	2,000	16	0.80%	10%
	Graham Rd	Picos Rd	4LD	NB	OUT	NO	2,000	9	0.45%	10%
	Graham Rd	Picos Rd	4LD	SB	IN	NO	2,000	16	0.80%	10%
	Picos Rd	Orange Ave	4LD	NB	OUT	NO	2,000	9	0.45%	10%
	Picos Rd	Orange Ave	4LD	SB	IN	NO	2,000	16	0.80%	10%
Okeechobee Rd	McCarty Rd	Florida's Turnpike	4LD	EB	IN	NO	2,100	24	1.14%	15%
	McCarty Rd	Florida's Turnpike	4LD	WB	OUT	NO	2,100	14	0.67%	15%
	Florida's Turnpike	Kings Hwy	4LD	EB	OUT	NO	2,100	79	3.76%	85%
	Florida's Turnpike	Kings Hwy	4LD	WB	IN	**YES**	2,100	134	6.38%	85%
	Kings Hwy	Crossroads Pkwy	8LD	EB	OUT	NO	4,240	60	1.42%	65%
	Kings Hwy	Crossroads Pkwy	8LD	WB	IN	NO	4,240	103	2.43%	65%
	Crossroads Pkwy	I-95	8LD	EB	OUT	NO	4,240	60	1.42%	65%
	Crossroads Pkwy	I-95	8LD	WB	IN	NO	4,240	103	2.43%	65%
	I95	Jenkins Rd	6LD	EB	OUT	NO	4,240	28	0.66%	30%
	I95	Jenkins Rd	6LD	WB	IN	NO	4,240	47	1.11%	30%
	Jenkins Rd	McNeil Rd	6LD	EB	OUT	NO	4,040	19	0.47%	20%
	Jenkins Rd	McNeil Rd	6LD	WB	IN	NO	4,040	32	0.79%	20%
I-95	Midway Rd	Okeechobee Rd	6LD	NB	IN	NO	5,500	32	0.58%	20%
	Midway Rd	Okeechobee Rd	6LD	SB	OUT	NO	5,500	19	0.35%	20%
	Okeechobee Rd	Orange Ave	8LD	NB	OUT	NO	7,320	14	0.19%	15%
	Okeechobee Rd	Orange Ave	8LD	SB	IN	NO	7,320	24	0.33%	15%

(1) St. Lucie County 2023 Traffic Counts and LOS Report

IN: 158
OUT: 93

TABLE 3a - Link Analysis - AM Peak Hour

Segment	From	To	Direction	IN/OUT	Greater than 5% (1% on Adjacent Links)	D Factor (1)	2023 Directional Peak Hour Volumes	Growth Rate(2)	2026 Peak Hour Volumes w/ Growth Factor	2026 Peak Hour w/ 1% Growth	AM Peak Hour Committed Projects Directional	2026 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
Gordy Rd	Project Driveway	Okeechobee Rd	NB	OUT	**YES**	0.479	23(3)	2.55%	25	24	0	24	25	880	143	168	16.25%	YES	100%
	Project Driveway	Okeechobee Rd	SB	IN	**YES**	0.521	25(3)	2.55%	27	26	0	26	27	880	49	76	5.57%	YES	100%
Okeechobee Rd	Florida's Turnpike	Kings Hwy	EB	OUT	**YES**	0.547	490	2.55%	528	505	98	603	603	2,100	122	725	5.81%	YES	85%

Note: TPO Provides Peak Direction, off-peak derived from D Factor

(1) Calculated from Turning Movement Counts

(2) Growth rate calculated from FDOT 2022 Annual Average Daily Traffic Reports

(3) Volume obtained from Turning Movement Count at Okeechobee & Gordy

IN:	49
OUT:	143
Years Grown:	3

TABLE 3b - Link Analysis - PM Peak Hour

Segment	From	To	Direction	IN/OUT	Greater than 5% (1% on Adjacent Links)	D Factor (1)	2023 Directional Peak Hour Volumes	Growth Rate(2)	2026 Peak Hour Volumes w/ Growth Factor	2026 Peak Hour w/ 1% Growth	PM Peak Hour Committed Projects Directional	2026 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
Gordy Rd	Project Driveway	Okeechobee Rd	NB	OUT	**YES**	0.419	31(3)	2.55%	33	32	0	32	33	880	93	126	10.57%	YES	100%
	Project Driveway	Okeechobee Rd	SB	IN	**YES**	0.581	43(3)	2.55%	46	44	0	44	46	880	158	204	17.95%	YES	100%
Okeechobee Rd	McCarty Rd	Florida's Turnpike	EB	IN	NO	0.474	442	2.55%	476	455	91	546	546	2,100	24	570	1.14%	YES	15%
	Florida's Turnpike	Kings Hwy	EB	OUT	NO	0.474	442	2.55%	476	455	91	546	546	2,100	79	625	3.76%	YES	85%
	Florida's Turnpike	Kings Hwy	WB	IN	**YES**	0.526	490	2.55%	528	505	104	609	609	2,100	134	743	6.38%	YES	85%

Note: TPO Provides Peak Direction, off-peak derived from D Factor

(1) Calculated from Turning Movement Counts

(2) Growth rate calculated from FDOT 2022 Annual Average Daily Traffic Reports

(3) Volume obtained from Turning Movement Count at Okeechobee & Gordy

IN:	158
OUT:	93
Years Grown:	3

INTERSECTION ANALYSIS

Three intersections were analyzed for Existing, Background without Project, and Future Total with Project scenarios for both the AM and PM peak hours. The three intersections analyzed include Okeechobee Road & Gordy Road, Okeechobee Road & Kings Highway, and Okeechobee Road & Crossroads Parkway.

Okeechobee Road & Kings Highway - The intersection of Okeechobee Road & Kings Highway currently operates at a level of service B in the AM and PM peak hours. The intersection will continue to operate at an acceptable level of service C at project build out with the existing lanes.

Okeechobee Road & Gordy Road - The intersection of Okeechobee Road & Gordy Road currently operates at a level of service B in the AM peak hour and a level of service C in the PM peak hour. The intersection is projected to operate at a LOS C in the AM peak hour and LOS D in the PM peak hour at project buildout.

The need for an eastbound right-turn lane at the intersection was evaluated using the NCHRP 457. With the highest right-turn volume of 50 vehicles and total approach of 785 vehicles in the PM peak hour, an eastbound right-turn lane is proposed at the intersection.

Based on the queues shown in the HCS and the speed limit of 55 mph the westbound left turn lane will require 400 total feet including taper and queue storage. The eastbound right turn lane shall be 350 total feet including taper and queue storage. The westbound left turn lane will be extended by the project to accommodate the proposed length.

Okeechobee Road & Crossroads Parkway - The intersection of Okeechobee Road & Crossroads Parkway currently operates at a level of service B in the AM and PM peak hours. The intersection will continue to operate at an acceptable level of service B at project build out with the existing lanes.

Table 4 summarizes the delay and LOS for the study intersections.

The intersection of Okeechobee Road & Gordy Road required a pre-app meeting with the FDOT. FDOT will require an eastbound right turn lane and an evaluation of the westbound left turn lane to determine the appropriate length. The project was reviewed with the FDOT and conditions were placed on the approval. The conditions include; extend the westbound left turn lane at Gordy and Okeechobee and reconstruct the median opening at SR 70 and Rock Road to create an eastbound directional median opening (no southbound left).

The intersection data is included in **Appendix D** along with the FDOT Pre-App letter.

DRIVEWAY ANALYSIS

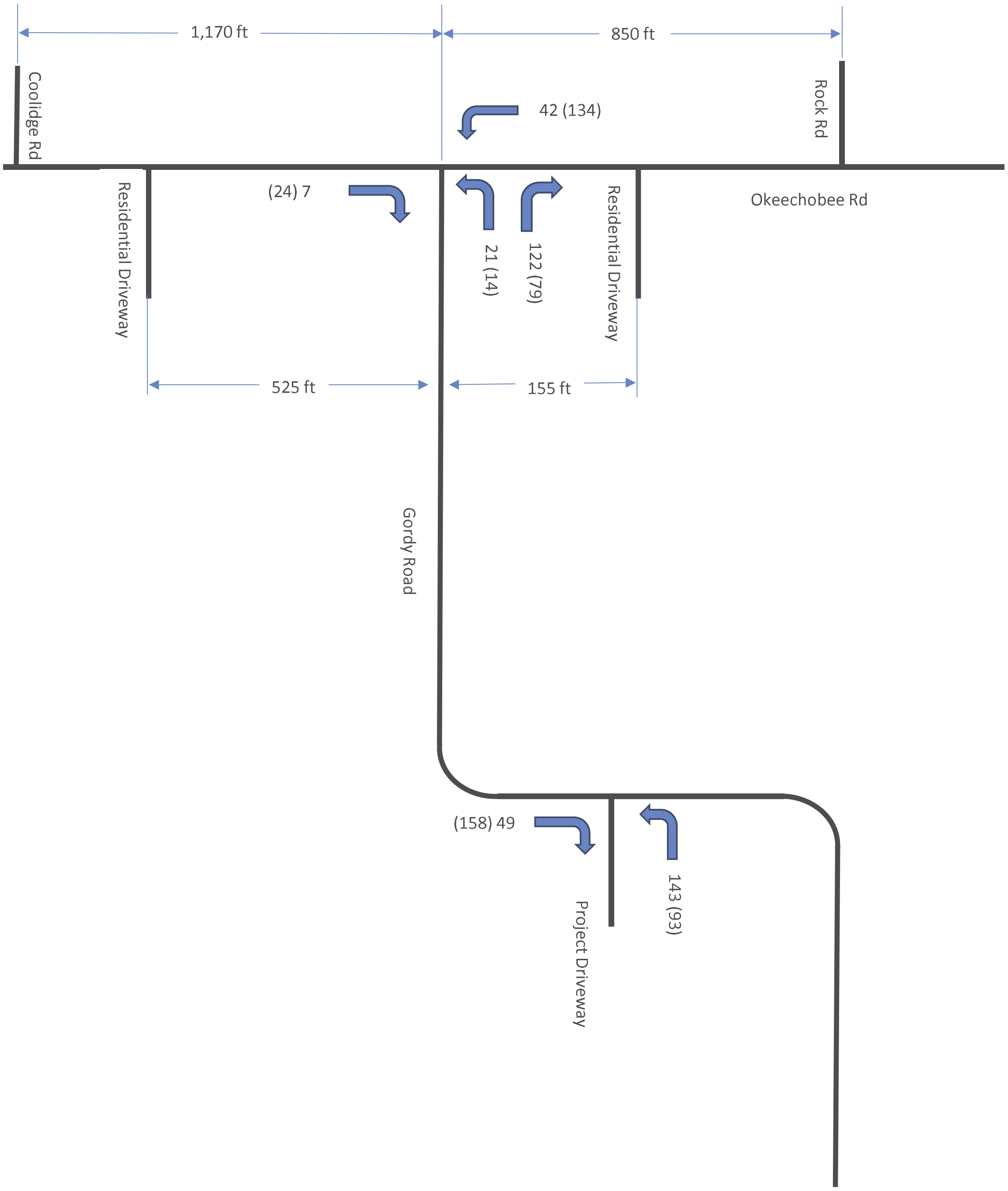
The project will have one driveway located on Gordy Road. The project driveway will be a full access driveway serving entering and exiting vehicles. **Figure 3** shows the driveway volumes for the AM and PM peak hours. The driveway was analyzed using HCS. The analysis shows the driveway will operate at acceptable levels of service in the AM and PM peak hours.

The need for a turn lane at the entering project driveway was analyzed. NCHRP 457 was used to evaluate this driveway and according to the criteria presented in NCHRP 457 and the volumes at the driveway a right turn lane is not warranted. The driveway data and analyses are included in **Appendix E**.

Table 4: Intersection Level of Service

Intersection	Period	Existing		2026 wo/Project		2026 w/Project	
		Delay	LOS	Delay	LOS	Delay	LOS
Okeechobee Road & Gordy Road	AM	13.0	B	14.2	B	18.4	C
	PM	17.7	C	19.6	C	26.8	D
Okeechobee Road & Kings Highway	AM	16.8	B	28	C	29.2	C
	PM	16.2	B	22.3	C	23.7	C
Okeechobee Road & Crossroads Parkway	AM	13.5	B	13.8	B	13.8	B
	PM	14.4	B	14.7	B	14.7	B
Gordy Road & Project Driveway	AM	N/A	N/A	N/A	N/A	10.1	B
	PM	N/A	N/A	N/A	N/A	10.3	B

	IN	OUT
AM	49	143
PM	158	93


1,170 ft
850 ft
Coolidge Rd
42 (134)
Rock Rd
(24) 7
Residential Driveway
21 (14)
122 (79)
Residential Driveway
Okeechobee Rd
525 ft
155 ft
Gordy Road
(158) 49
143 (93)
Project Driveway

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NTS
3725 SE Ocean Blvd, Suite 201
Stuart, Fl, 34996

Job #:
Date:

Legend

XX (XX) = AM (PM)

Figure 3

Driveway Volumes

Gordy Creek

CONCLUSION

With 192 net new AM peak hour trips and 251 net new PM peak hour trips, all links and intersections operate at acceptable levels of service with the existing roadway network.

An eastbound right-turn lane is proposed at the intersection of Okeechobee Road and Gordy Road. The westbound left turn lane will be extended as needed.

Therefore, the project meets the requirements for concurrency.

APPENDIX A

SITE PLAN

SITE DATA

EXISTING LAND USE	MXD	**PROPOSED LAND USE**	MXD	**FLOOD ZONE**	X
EXISTING ZONING	AG-1	**PROPOSED ZONING**	PD	**UTILITY PROVIDER**	FPUA
SITE ACREAGE	76.97	**DEVELOPABLE AREA**	59.52		

PARCEL NUMBERS
PARCEL 1 2326-130-0000-000-7
PARCEL 2 2326-130-0000-010-0

DWELLING UNITS		TOWNHOMES	SINGLE FAMILY LOT
PROPOSED UNITS	316	138 DU	178 DU
MAX GROSS DU/AC	6		

RESIDENTIAL DEVELOPMENT STANDARDS	TOWNHOMES	40' LOT
MINIMUM LOT SIZE	1520	4800
MINIMUM LOT DEPTH	95	120
MINIMUM LOT WIDTH	16	40
MINIMUM LOT COVERAGE	N/A	80%
MINIMUM FRONT SETBACK	18	18
FOR SIDELOAD GARAGE	10	
MINIMUM SIDE SETBACK	5	5
MINIMUM SIDE SETBACK (CORNER)		15
MINIMUM REAR SETBACK	10	10
MAXIMUM BUILDING HEIGHT	35'	35'

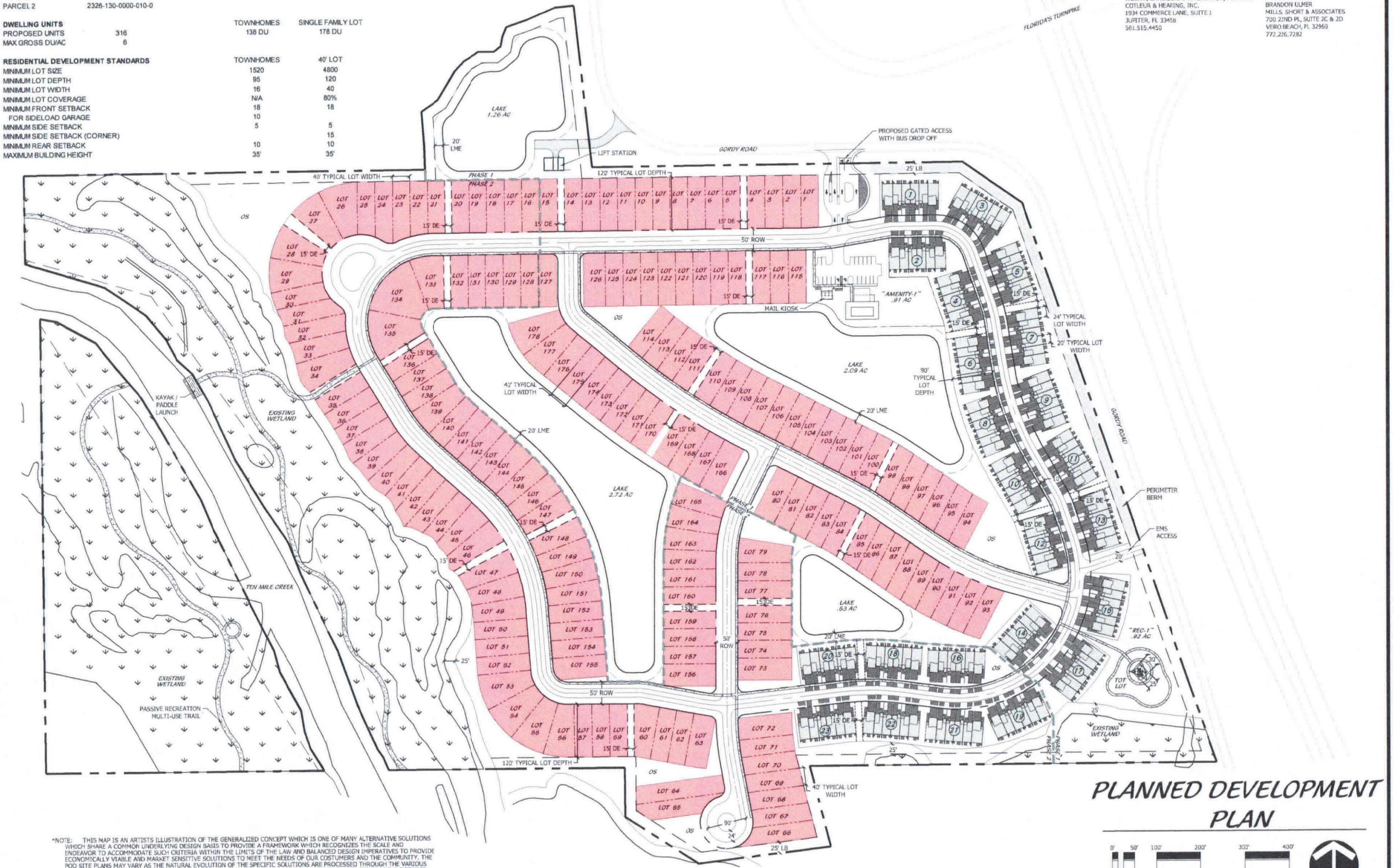
PROJECT TEAM

OWNER/CLIENT:
LARA SWANSON
SWANSON LAND COMPANY
1934 COMMERCE LANE, SUITE 1
DEERFIELD BEACH, FL 33458
904.219.3330

AGENT/LANDSCAPE ARCHITECT/PLANNER:
COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
561.515.4450

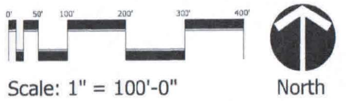
TRAFFIC:
SUSAN O'ROURKE
O'ROURKE ENGINEERING & PLANNING
22 SE SEMINOLE STREET
STUART, FL 34994
772.781.7918

ENGINEER:
BRANDON ULMER
MILLS, SHORT & ASSOCIATES
700 22ND PL, SUITE 2C & 2D
VERO BEACH, FL 32960
772.226.7282


FLORIDA'S TURNPIKE
GORDY ROAD
LAKE 1.26 AC
20' LME
LIFT STATION
PROPOSED GATED ACCESS WITH BUS DROP OFF
25' LB
40' TYPICAL LOT WIDTH
120' TYPICAL LOT DEPTH
PHASE 1
PHASE 2
15' DE
50' ROW
OS
MAIL KIOSK
"AMENITY-1" .91 AC
LAKE 2.09 AC
90' TYPICAL LOT DEPTH
24' TYPICAL LOT WIDTH
20' TYPICAL LOT WIDTH
20' LME
LAKE 2.72 AC
40' TYPICAL LOT WIDTH
KAYAK / PADDLE LAUNCH
EXISTING WETLAND
TEN MILE CREEK
PASSIVE RECREATION MULTI-USE TRAIL
PERIMETER BERM
EMS ACCESS
20'
LAKE .63 AC
"REC-1" .92 AC
TOT LOT
30'
25'
90'
24'
120' TYPICAL LOT DEPTH
40' TYPICAL LOT WIDTH
50' ROW

*NOTE: THIS MAP IS AN ARTISTS ILLUSTRATION OF THE GENERALIZED CONCEPT WHICH IS ONE OF MANY ALTERNATIVE SOLUTIONS WHICH SHARE A COMMON UNDERLYING DESIGN BASIS TO PROVIDE A FRAMEWORK WHICH RECOGNIZES THE SCALE AND ENDEAVOR TO ACCOMMODATE SUCH CRITERIA WITHIN THE LIMITS OF THE LAW AND BALANCED DESIGN IMPERATIVES TO PROVIDE ECONOMICALLY VIABLE AND MARKET SENSITIVE SOLUTIONS TO MEET THE NEEDS OF OUR COSTUMERS AND THE COMMUNITY. THE POD SITE PLANS MAY VARY AS THE NATURAL EVOLUTION OF THE SPECIFIC SOLUTIONS ARE PROCESSED THROUGH THE VARIOUS DESIGN AND JURISDICTIONAL AUTHORITIES TO FINAL APPROVAL. NOTWITHSTANDING VARIATIONS IN DESIGN AS THE DETAILED SITE PLANS BECOME MORE REFINED, PRIOR APPROVALS SHALL ENTITLE THE APPLICANT WITHOUT RETURNING FOR REVISION REVIEW BY PRIOR AUTHORITY, TO CONTINUE SUBSEQUENT MORE LOCALIZED DECISIONS AS FUNCTIONAL DETAILS BECOME EVIDENT. THE PROPERTY OWNER AND/OR DEVELOPERS RESERVE ALL RIGHTS TO MAKE SUCH ADJUSTMENTS AS NEEDED TO ACCOMPLISH THESE FUNCTIONAL DESIGN ACCOMMODATIONS.

PLANNED DEVELOPMENT PLAN


0'
50'
100'
200'
300'
400'
North

Scale: 1" = 100'-0"

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
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www.cotleurhearing.com
Lic# LC-26000535

Gordy Creek

Fort Pierce, Florida

A-1

DESIGNED PRP/DTS
DRAWN PRP
APPROVED DTS
JOB NUMBER 23-0711
DATE 01-22-24
REVISIONS

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DRAINAGE STATEMENT

X

PARKING

ALL PARKING WILL MEET OR EXCEED INSTITUTE OF TRANSPORTATION ENGINEERS STANDARDS PER THE CITY OF FT. PIERCE REQUIREMENTS

TRAFFIC STATEMENT

X

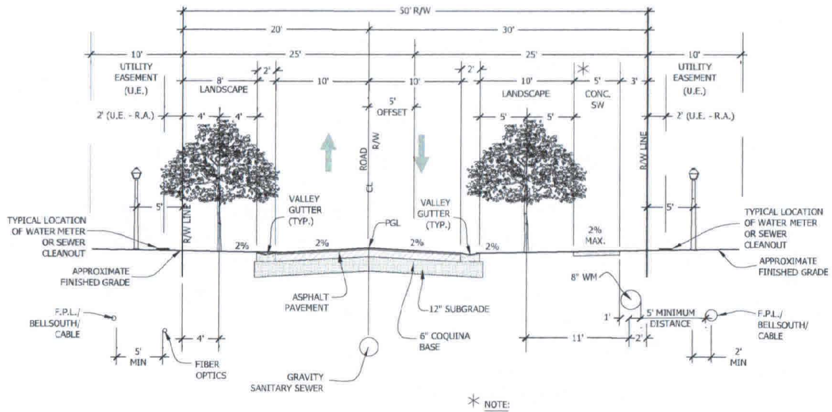
OPEN SPACE TABLE		(20% REQUIRED)
TRACT	TOTAL AREA BY USE (AC)	PROVIDED (%)
COMMON/OPEN SPACE	5.96	7.74%
RECREATION SPACE	0.91	1.19%
LANDSCAPE BUFFERS	0.27	0.35%
DRAINAGE EASEMENTS	0.94	1.22%
LME	2.53	3.29%
LAKES	6.7	8.70%
PRESERVES	17.45	22.67%
TOTAL AREA	34.76	45.16%

DEVELOPMENT STANDARDS

Table 1. DEVELOPMENT USED AND STANDARDS

DEVELOPMENT STANDARD	SINGLE-FAMILY	TOWNHOMES/ TRI-PLEX/ QUAD-PLEX
PRIMARY STRUCTURE		
Minimum Lot Width	40'	16'
Minimum Lot Depth	115'	95'
Maximum Lot Depth	None	None
Maximum Building Lot Coverage	80%	90%
Maximum Impervious Lot Coverage	80%	80%
Minimum Open Space	20%	10%
Minimum Front Setback (Front Loaded)	18'	18'%
Minimum Front Setback (Side Loaded)	10'	-
Minimum Side Setback (Internal Lot) (May be 0' on a zero-lot-line provided that minimum building separation of 10' is maintained between units, 15' building separation for Townhome)	5'	
Minimum Side Setback (Side-Entry)		
Minimum Side Setback (Front- Entry)		5'
Minimum Side Setback (Corner Lot)	15'	10'
If adjacent to open space tract 15' in width or greater	5'	5'
Minimum Rear Setback (Corner Lot)	10'	10'
Minimum Rear Setback (Internal Lot)	10'	10'
ACCESSORY STRUCTURES		
Minimum Rear Setback	3'	3'
If adjacent to open space or common area tract 25' or wider	0'	0'
Minimum Side Setback (Internal Lot)	2' (2' from property line)	2'
Minimum Side Setback (Corner Lot)	15'	15'

40' ROW TYPICAL


50' R/W
20'
30'
25'
25'
10'
UTILITY EASEMENT (U.E.)
2' (U.E. - R.A.)
8' LANDSCAPE
4'
4'
2'
10'
10'
5' OFFSET
ROAD
R/W
℄
10' LANDSCAPE
5'
5'
5' CONC. SW
3'
R/W LINE
5'
TYPICAL LOCATION OF WATER METER OR SEWER CLEANOUT
APPROXIMATE FINISHED GRADE
VALLEY GUTTER (TYP.)
PGL
2%
2% MAX.
8" WM
ASPHALT PAVEMENT
12" SUBGRADE
6" COQUINA BASE
GRAVITY SANITARY SEWER
F.P.L./ BELLSOUTH/ CABLE
5' MIN
FIBER OPTICS
1'
5' MINIMUM DISTANCE
11'
2'
2' MIN

50' RIGHT-OF-WAY TYPICAL SECTION

POSTED SPEED 25 MPH

* NOTE:

3' SIDEWALK OFFSET AND 2' U.E. - R.A. WILL BE REQUIRED IF FT. PIERCE MAINLINE FACILITIES ARE LOCATED ON BOTH SIDES OF STREET.

FT. PIERCE FIBEROPTICS WILL BE LOCATED IN 2' U.E. - R.A. IF FM IS REQUIRED.

SIDEWALKS SHALL NOT BE REQUIRED ON "DEAD END" ROADWAYS WHERE THE LENGTH OF THE SIDEWALKS WOULD BE 200' OR LESS.

TREES SHALL BE ADJUSTED PER DRIVEWAY LOCATIONS WITH A MINIMUM 5' TO THE DRIVEWAY.

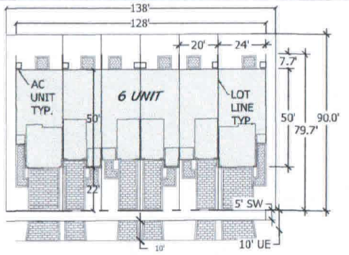
LOCATION OF SIDEWALKS MAY VARY. SIDEWALK SHALL BE ON ONE SIDE OF THE ROADWAY.

FINAL LOCATION OF UTILITIES MAY BE ADJUSTED FOR SPECIFIC CONDITION.

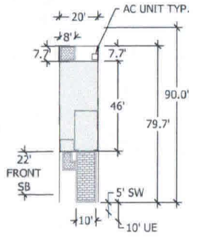
LEGAL DESCRIPTION

PARCEL 1:
X

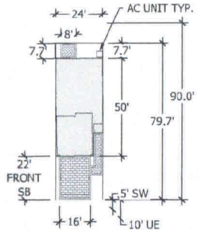
6-UNIT TOWNHOME TYPICAL


138'
128'
20'
24'
7.7'
AC UNIT TYP.
6 UNIT
LOT LINE TYP.
50'
50'
79.7'
90.0'
22'
5' SW
10'
10' UE

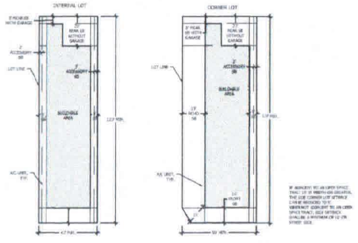
20' TOWNHOME LOT TYPICAL


20'
AC UNIT TYP.
8'
7.7'
7.7'
90.0'
46'
79.7'
22' FRONT SB
5' SW
10'
10' UE

24' TOWNHOME LOT TYPICAL


24'
AC UNIT TYP.
8'
7.7'
7.7'
90.0'
50'
79.7'
22' FRONT SB
5' SW
16'
10' UE

40' LOT TYPICAL



PD SITE DETAILS

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Land Planners
Environmental Consultants
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www.cotleurhearing.com
Lic# LC-26000535

Gordy Creek

Fort Pierce, Florida

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JOB NUMBER 23-0711
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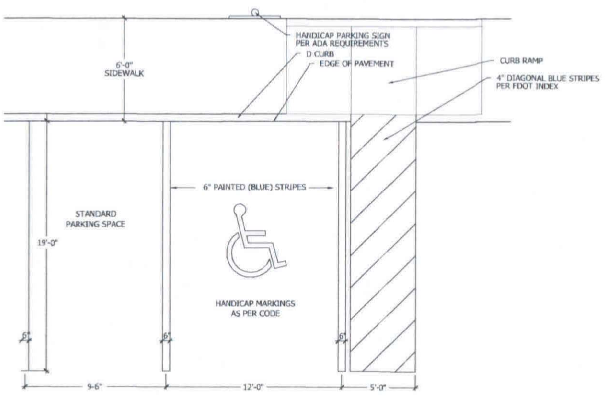
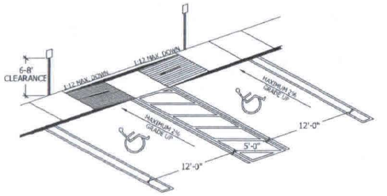
STANDARD AND HANDICAP PARKING DETAIL

NTS


HANDICAP PARKING SIGN PER ADA REQUIREMENTS
D CURB
EDGE OF PAVEMENT
CURB RAMP
4" DIAGONAL BLUE STRIPES PER FDOT INDEX
6'-0" SIDEWALK
6" PAINTED (BLUE) STRIPES
STANDARD PARKING SPACE
19'-0"
HANDICAP MARKINGS AS PER CODE
6"
6"
6"
9-6"
12'-0"
5'-0"

HANDICAP RAMP DETAIL

NTS

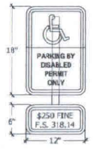

6-8' CLEARANCE
1:12 MAX. DOWN
1:12 MAX. DOWN
MAXIMUM 2% GRADE UP
MAXIMUM 2% GRADE UP
12'-0"
5'-0"
12'-0"

NOTE: IN THIS APPLICATION RAMPS CAN BE SEPARATED AND SIDEWALK CAN BE FLUSH ACROSS ALL HC SPACES

NOTE: HCR#3-MOD MEANS ONLY 1 RAMP BUILT TO REQUIRED SIDE OF SIDEWALK. OR RAMPS SEP. TO ENDS OF HC SPACES

HANDICAP SIGN DETAIL

NTS

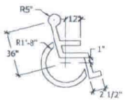

18"
PARKING BY DISABLED PERMIT ONLY
6"
$250 FINE F.S. 318.14
12"

COLORS:
TOP SYMBOL & BORDER = WHITE
BOTTOM TEXT & BORDER = BLACK
TOP BACKGROUND = BLUE
BOTTOM BACKGROUND = WHITE

COLORS:
TEXT & BORDER = BLACK
BACKGROUND = WHITE

HANDICAP SYMBOL DETAIL

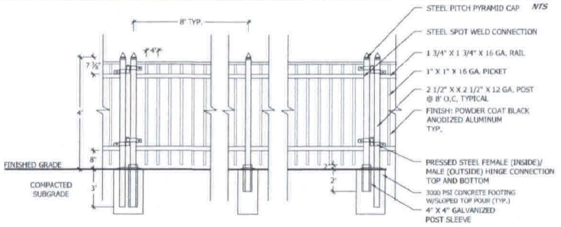
NTS


R5"
12"
R1'-8"
36"
1"
2 1/2"

NOTE: SYMBOL TO BE 4" WIDE WHITE TRAFFIC PAINT ON PAVEMENT OR COLORED PAVERS . TYPICAL @ ALL HANDICAP STALLS

DECORATIVE FENCE DETAIL

NTS


8' TYP.
4"
7 7/8"
4'
8"
FINISHED GRADE
COMPACTED SUBGRADE
3'
2"
2'
STEEL PITCH PYRAMID CAP
STEEL SPOT WELD CONNECTION
1 3/4" X 1 3/4" X 16 GA. RAIL
1" X 1" X 16 GA. PICKET
2 1/2" X X 2 1/2" X 12 GA. POST @ 8' O.C. TYPICAL
FINISH: POWDER COAT BLACK ANODIZED ALUMINUM TYP.
PRESSED STEEL FEMALE (INSIDE)/ MALE (OUTSIDE) HINGE CONNECTION TOP AND BOTTOM
3000 PSI CONCRETE FOOTING W/SLOPED TOP POUR (TYP.)
4" X 4" GALVANIZED POST SLEEVE

LIGHTING DETAIL

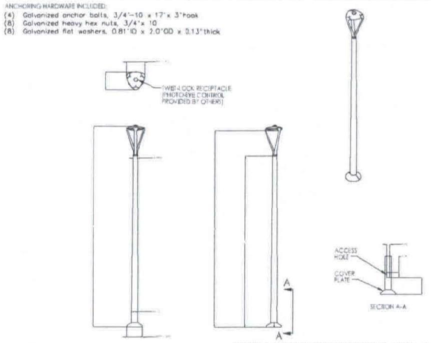
NTS

FGP Area Light, 16ft, Type 5, with cover plate, with twist-lock
Product Drawing

www.landscapeforms.com

Date: 10/5/2018
Ph: 800.521.2546

ANCHORING HARDWARE INCLUDED:
(4) Galvanized anchor bolts, 3/4'-10 x 17' x 3"hook
(8) Galvanized heavy hex nuts, 3/4'x 10
(8) Galvanized flat washers, 0.81'ID x 2.0"OD x 0.13"thick


TWIST-LOCK RECEPTACLE (PHOTOEYE CONTROL PROVIDED BY OTHERS)
A
A
ACCESS HOLE
COVER PLATE
SECTION A-A

landscapeforms

Drawing: AG503-04
Dimensions are in inches [mm]
U.S. Patent No. D752,268

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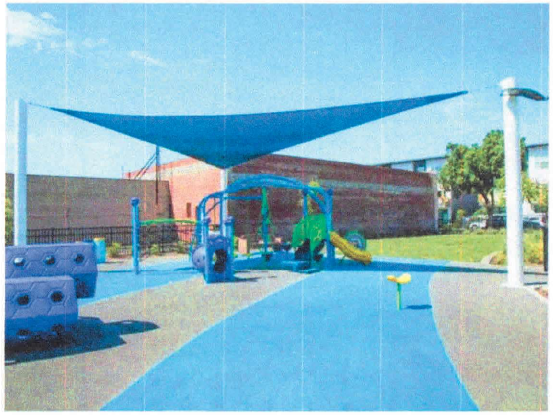
TOT LOT SHADE SAIL DETAIL

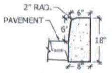
NTS



*NOTE: SHADE STRUCTURE, CUSTOM SIZED 16' HT, 40' X 40' X 40', PRODUCT VENDOR TO BE DETERMINED BY CONTRACTOR

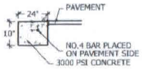
D CURB DETAIL

NTS


2" RAD.
PAVEMENT
6"
6"
18"
8"

HEADER CURB DETAIL

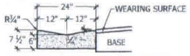
NTS


24"
PAVEMENT
10"
NO.4 BAR PLACED ON PAVEMENT SIDE
3000 PSI CONCRETE

NOTE: SUBGRADE TO EXTEND 6" BEYOND HEADER CURB

VALLEY CURB DETAIL

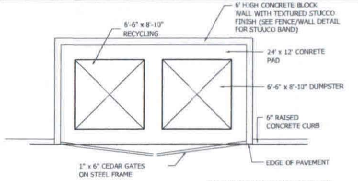
NTS


24"
R¾"
12"
12"
WEARING SURFACE
7 ½"
6"
BASE

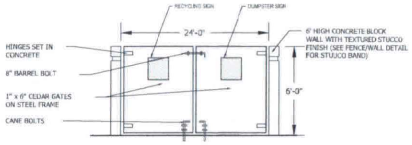
NOTE: SAWCUTS REQUIRED AT 10' CENTERS

DUMPSTER DETAIL

NTS


6'-6" x 8'-10" RECYCLING
6' HIGH CONCRETE BLOCK WALL WITH TEXTURED STUCCO FINISH (SEE FENCE/WALL DETAIL FOR STUUCO BAND)
24' x 12' CONRETE PAD
6'-6" x 8'-10" DUMPSTER
6" RAISED CONCRETE CURB
1" x 6" CEDAR GATES ON STEEL FRAME
EDGE OF PAVEMENT

DUMPSTER PAD LAYOUT


RECYCLING SIGN
DUMPSTER SIGN
24'-0"
HINGES SET IN CONCRETE
8" BARREL BOLT
1" x 6" CEDAR GATES ON STEEL FRAME
CANE BOLTS
6' HIGH CONCRETE BLOCK WALL WITH TEXTURED STUCCO FINISH (SEE FENCE/WALL DETAIL FOR STUUCO BAND)
6'-0"

DUMPSTER ELEVATION

SITE DETAILS

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APPENDIX B

ST. LUCIE COUNTY 2023 LEVEL OF SERVICE REPORT

Traffic Counts and Level of Service Report
2023

Roadway Name	Location	AADT	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
				Volume	LOS	V/C	Volume	LOS	V/C
GATLIN BLVD	E OF I-95 to SAVAGE BLVD	49,323	3,170	2,408	C	0.76	2,408	C	0.76
GATLIN BLVD	SAVAGE BLVD to ROSSER BLVD	49,323	3,170	2,408	C	0.76	2,408	C	0.76
GATLIN BLVD	ROSSER BLVD to SAVONA BLVD	49,323	3,170	2,408	C	0.76	2,408	C	0.76
GATLIN BLVD	SAVONA BLVD to PORT ST LUCIE BLVD	49,323	3,170	2,408	C	0.76	2,408	C	0.76
GEORGIA AVE	25TH ST to OKEECHOBEE RD	4,000	600	233	C	0.39	223	C	0.37
GEORGIA AVE	OKEECHOBEE RD to 17TH ST	4,000	750	233	C	0.31	223	C	0.30
GEORGIA AVE	17TH ST to 13TH ST	5,400	600	275	C	0.46	277	C	0.46
GEORGIA AVE	13TH ST to 7TH ST	2,500	600	152	C	0.25	170	C	0.28
GEORGIA AVE	7TH ST to US 1	2,200	600	121	C	0.20	131	C	0.22
GILSON RD	MARTIN C.L. to BECKER RD	11,039	710	925	F	1.30	957	F	1.35
GILSON RD	BECKER RD to LAKERIDGE DR	11,039	540	925	F	1.71	957	F	1.77
GLADES CUT-OFF RD	RANGE LINE RD to RESERVE BLVD	2,894	1,070	182	B	0.17	192	B	0.18
GLADES CUT-OFF RD	RESERVE BLVD to COMMERCE CENTER DR	5,748	1,070	452	C	0.42	526	C	0.49
GLADES CUT-OFF RD	CARLTON RD to RANGE LINE RD	2,894	390	182	B	0.47	192	B	0.49
GLADES CUT-OFF RD	COMMERCE CENTER DR to MIDWAY RD	3,331	920	162	C	0.18	162	C	0.18
GLADES CUT-OFF RD	MIDWAY RD to JENKINS RD	10,787	790	647	D	0.82	685	D	0.87
GLADES CUT-OFF RD	JENKINS RD to SELVITZ RD	5,900	830	351	C	0.42	326	C	0.39
GRAHAM RD	KINGS HWY to JENKINS RD	2,686	630	170	C	0.27	170	C	0.27
GREEN RIVER PKWY	MARTIN C.L. to CHARLESTON DR	5,780	1,070	401	C	0.38	364	B	0.34
GREEN RIVER PKWY	CHARLESTON DR to MELALEUCA BLVD	5,780	1,070	401	C	0.38	364	B	0.34
GREEN RIVER PKWY	MELALEUCA BLVD to WALTON RD	5,780	1,070	401	C	0.38	364	B	0.34
HARTMAN RD	OKEECHOBEE RD to PETERSON RD	6,204	750	296	C	0.40	289	C	0.39
HARTMAN RD	PETERSON RD to DELAWARE AVE	6,204	540	296	D	0.55	289	D	0.54
HARTMAN RD	DELAWARE AVE to ORANGE AVE	6,204	790	296	C	0.38	289	C	0.37
HEADER CANAL RD	OKEECHOBEE RD to ORANGE AVE	598	670	50	B	0.08	60	B	0.09
HILLMOOR DR	US 1 to LENNARD RD	7,100	790	394	D	0.50	373	C	0.47
I-95	GATLIN BLVD to ST LUCIE WEST BLVD	87,285	5,500	5,058	D	0.92	5,058	D	0.92
I-95	ST LUCIE WEST BLVD to MIDWAY RD	70,410	5,500	4,080	C	0.74	4,080	C	0.74
I-95	MIDWAY RD to OKEECHOBEE RD	81,706	5,500	4,734	D	0.86	4,734	D	0.86

* Volumes shown were adjusted using FDOT Seasonal Factors

* AADT = Annual Average Daily Traffic

Traffic Counts and Level of Service Report
2023

Roadway Name	Location	AADT	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
				Volume	LOS	V/C	Volume	LOS	V/C
I-95	OKEECHOBEE RD to ORANGE AVE	69,903	7,320	3,439	B	0.47	3,439	B	0.47
I-95	ORANGE AVE to INDRIO RD	52,086	7,320	3,018	B	0.41	3,018	B	0.41
INDIAN RIVER DR	CITRUS AVE to ORANGE AVE	5,559	750	276	C	0.37	276	C	0.37
INDIAN RIVER DR	ORANGE AVE to AVENUE A	6,098	750	302	C	0.40	302	C	0.40
INDIAN RIVER DR	AVENUE D to SEAWAY DR	6,293	790	312	C	0.40	312	C	0.40
INDIAN RIVER DR	AVENUE A to AVENUE D	6,293	540	312	D	0.58	312	D	0.58
INDRIO RD	PRIVATE RD to I-95 W RAMP	1,130	1,080	56	B	0.05	56	B	0.05
INDRIO RD	I-95 W RAMP to I-95 E RAMP	1,130	3,240	56	B	0.02	56	B	0.02
INDRIO RD	I-95 E RAMP to KOBLEGARD RD	11,474	3,240	560	B	0.17	560	B	0.17
INDRIO RD	KOBLEGARD RD to JOHNSTON RD	11,474	700	560	C	0.80	560	C	0.80
INDRIO RD	JOHNSTON RD to EMERSON AVE	11,474	880	560	C	0.64	560	C	0.64
INDRIO RD	EMERSON RD to SEMINOLE RD	10,743	920	524	C	0.57	524	C	0.57
INDRIO RD	SEMINOLE RD to KINGS HWY	10,743	790	524	D	0.66	524	D	0.66
INDRIO RD	KINGS HWY to SLASH PINE TRL	6,500	790	411	D	0.52	404	D	0.51
INDRIO RD	SLASH PINE TRL to US 1	6,500	920	411	C	0.45	404	C	0.44
INDRIO RD	US 1 to OLD DIXIE HWY	1,246	750	108	C	0.14	114	C	0.15
JENKINS RD	EDWARDS RD to OKEECHOBEE RD	10,375	880	488	C	0.56	535	C	0.61
JENKINS RD	OKEECHOBEE RD to GRAHAM RD	10,849	920	567	C	0.62	574	C	0.62
JENKINS RD	GRAHAM RD to PETERSON RD	10,849	630	567	C	0.90	574	C	0.91
JENKINS RD	PETERSON RD to ORANGE AVE	10,849	920	567	C	0.62	574	C	0.62
JENNINGS RD	US 1 to LENNARD RD	5,465	2,100	286	C	0.14	273	C	0.13
JOHNSTON RD	ANGLE RD to L20	2,909	1,070	228	B	0.21	200	B	0.19
JOHNSTON RD	L20 to MEADOWOOD DR	2,604	1,070	172	B	0.16	163	B	0.15
JOHNSTON RD	MEADOWOOD DR to OLD JOHNSTON RD	2,604	1,070	172	B	0.16	163	B	0.15
JOHNSTON RD	OLD JOHNSTON RD to INDRIO RD	2,604	1,070	172	B	0.16	163	B	0.15
JOHNSTON RD	INDRIO RD to RUSSOS RD	10,000	1,070	580	C	0.54	547	C	0.51
JOHNSTON RD	RUSSOS RD to INDIAN RIVER C.L.	10,000	1,070	580	C	0.54	547	C	0.51
JUANITA AVE	53RD ST to 25TH ST	1,972	750	126	C	0.17	103	C	0.14
JUANITA AVE	25TH ST to US 1	3,749	750	191	C	0.26	209	C	0.28

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* AADT = Annual Average Daily Traffic

Traffic Counts and Level of Service Report
2023

Roadway Name	Location	AADT	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
				Volume	LOS	V/C	Volume	LOS	V/C
KEEN RD	ANGLE RD to JUANITA AVE	3,200	630	234	C	0.37	253	C	0.40
KEEN RD	JUANITA AVE to ST LUCIE BLVD	3,200	630	234	C	0.37	253	C	0.40
KINGS HWY	OKEECHOBEE RD to CROSSROADS PKWY	9,383	880	472	C	0.54	472	C	0.54
KINGS HWY	CROSSROADS PKWY to GRAHAM RD	9,383	700	472	C	0.67	472	C	0.67
KINGS HWY	GRAHAM RD to PICOS RD	7,181	700	361	C	0.52	361	C	0.52
KINGS HWY	PICOS RD to ORANGE AVE	7,181	880	361	C	0.41	361	C	0.41
KINGS HWY	ORANGE AVE to ANGLE RD	15,247	920	767	C	0.83	767	C	0.83
KINGS HWY	ANGLE RD to ST LUCIE BLVD	11,202	880	547	C	0.62	547	C	0.62
KINGS HWY	ST LUCIE BLVD to INDRIO RD	13,787	880	673	C	0.77	673	C	0.77
KIRBY LOOP RD	EDWARDS RD to 35TH ST	2,581	630	150	C	0.24	139	C	0.22
KITTERMAN RD	OLEANDER AVE to US 1	2,600	750	167	C	0.22	136	C	0.18
KITTERMAN RD	US 1 to LENNARD EXT	2,095	750	123	C	0.16	128	C	0.17
LENNARD RD	US 1 to MARIPOSA AVE	20,570	1,710	1,234	D	0.72	1,170	D	0.68
LENNARD RD	MARIPOSA AVE to MELALEUCA BLVD	20,570	1,710	1,234	D	0.72	1,170	D	0.68
LENNARD RD	MELALEUCA BLVD to JENNINGS RD	20,570	1,630	1,234	D	0.76	1,170	D	0.72
LENNARD RD	JENNINGS RD to HILLMOOR DR	20,570	1,710	1,234	D	0.72	1,170	D	0.68
LENNARD RD	HILLMOOR DR to TIFFANY AVE	20,570	1,710	1,234	D	0.72	1,170	D	0.68
LENNARD RD	TIFFANY AVE to WALTON RD	7,365	1,710	403	C	0.24	389	C	0.23
LENNARD RD	WALTON RD to S OF SAVANNA CLUB BLVD	3,748	790	259	C	0.33	246	C	0.31
LYNGATE DR	VETERANS MEMORIAL PKWY to MORNINGSIDE BLVD	9,700	920	612	C	0.67	553	C	0.60
LYNGATE DR	MORNINGSIDE BLVD to US 1	9,700	920	612	C	0.67	553	C	0.60
MARIPOSA AVE	LENNARD RD to HALLAHAN ST	7,300	880	568	C	0.65	541	C	0.62
MCCARTY RD	WILLIAMS RD to MIDWAY RD	364	540	27	C	0.05	25	C	0.05
MCCARTY RD	MIDWAY RD to OKEECHOBEE RD	431	540	37	C	0.07	37	C	0.07
MCNEIL RD	OKEECHOBEE RD to KIRBY LOOP RD	4,900	790	307	C	0.39	298	C	0.38
MCNEIL RD	KIRBY LOOP RD to EDWARDS RD	4,900	540	307	D	0.57	298	D	0.55
MELALEUCA BLVD	LENNARD RD to GREEN RIVER PKWY	10,710	920	630	C	0.69	601	C	0.65
MIDWAY RD	EAST TORINO PKWY to MILNER DR	25,000	880	1,245	F	1.42	1,298	F	1.48
MIDWAY RD	MILNER DR to W OF SELVITZ RD	25,000	790	1,245	F	1.58	1,298	F	1.64

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Traffic Counts and Level of Service Report
2023

Roadway Name	Location	AADT	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
				Volume	LOS	V/C	Volume	LOS	V/C
MIDWAY RD	OKEECHOBEE RD to SHINN RD	6,581	760	331	C	0.44	331	C	0.44
MIDWAY RD	SHINN RD to MCCARTY RD	6,581	630	331	C	0.53	331	C	0.53
MIDWAY RD	MCCARTY RD to I-95	6,581	700	331	C	0.47	331	C	0.47
MIDWAY RD	I-95 to GLADES CUT-OFF RD	20,913	2,100	1,021	C	0.49	1,021	C	0.49
MIDWAY RD	GLADES CUT-OFF RD to EAST TORINO PKWY	23,000	2,100	1,190	C	0.57	1,256	C	0.60
MIDWAY RD	W OF SELVITZ RD to SELVITZ RD	25,000	2,100	1,245	C	0.59	1,298	C	0.62
MIDWAY RD	SELVITZ RD to CHRISTENSEN RD	23,000	2,100	1,176	C	0.56	1,166	C	0.56
MIDWAY RD	CHRISTENSEN RD to 25TH ST	23,000	2,100	1,176	C	0.56	1,166	C	0.56
MIDWAY RD	25TH ST to SUNRISE BLVD	23,000	2,100	1,245	C	0.59	1,147	C	0.55
MIDWAY RD	SUNRISE BLVD to OLEANDER AVE	23,000	2,100	1,245	C	0.59	1,147	C	0.55
MIDWAY RD	OLEANDER AVE to US 1	20,000	2,100	1,011	C	0.48	974	C	0.46
MIDWAY RD	US 1 to WALLACE ST	3,690	790	183	C	0.23	183	C	0.23
MIDWAY RD	WALLACE ST to WEATHERBEE RD	3,690	920	183	C	0.20	183	C	0.20
MIDWAY RD	WEATHERBEE RD to INDIAN RIVER DR	3,690	630	183	C	0.29	183	C	0.29
MORNINGSIDE BLVD	WESTMORELAND BLVD to PORT ST LUCIE BLVD	2,289	920	123	C	0.13	123	C	0.13
MORNINGSIDE BLVD	PORT ST LUCIE BLVD to LYNGATE DR	3,728	880	296	C	0.34	314	C	0.36
NEBRASKA AVE	25TH ST to 13TH ST	3,752	1,710	249	C	0.15	192	C	0.11
OAKRIDGE DR	MOUNTWELL ST to OAKLYN ST	7,113	700	442	C	0.63	385	C	0.55
OHIO AVE	SUNRISE BLVD to COLONIAL RD	3,875	540	205	C	0.38	227	C	0.42
OHIO AVE	COLONIAL RD to US 1	3,875	750	205	C	0.27	227	C	0.30
OKEECHOBEE RD	OKEECHOBEE C.L. to BLUEFIELD RD	11,835	1,580	618	B	0.39	665	B	0.42
OKEECHOBEE RD	BLUEFIELD RD to CARLTON RD	11,835	2,000	618	B	0.31	665	B	0.33
OKEECHOBEE RD	CARLTON RD to SNEED RD	8,931	2,100	449	B	0.21	449	B	0.21
OKEECHOBEE RD	IDEAL HOLDING RD to HEADER CANAL RD	8,931	2,100	449	B	0.21	449	B	0.21
OKEECHOBEE RD	SNEED RD to IDEAL HOLDING RD	8,931	2,100	449	B	0.21	449	B	0.21
OKEECHOBEE RD	HEADER CANAL RD to MIDWAY RD	8,931	2,450	449	B	0.18	449	B	0.18
OKEECHOBEE RD	MIDWAY RD to SHINN RD	8,931	3,110	449	B	0.14	449	B	0.14
OKEECHOBEE RD	SHINN RD to MCCARTY RD	7,079	3,240	335	B	0.10	335	B	0.10
OKEECHOBEE RD	MCCARTY RD to FLORIDA'S TURNPIKE	9,733	3,240	490	B	0.15	490	B	0.15

* Volumes shown were adjusted using FDOT Seasonal Factors

* AADT = Annual Average Daily Traffic

Traffic Counts and Level of Service Report
2023

Roadway Name	Location	AADT	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
				Volume	LOS	V/C	Volume	LOS	V/C
OKEECHOBEE RD	FLORIDA'S TURNPIKE to KINGS HWY	9,733	2,100	490	C	0.23	490	C	0.23
OKEECHOBEE RD	KINGS HWY to CROSSROADS PKWY	23,734	4,240	1,195	C	0.28	1,195	C	0.28
OKEECHOBEE RD	CROSSROADS PKWY to I-95	26,375	4,240	1,327	C	0.31	1,327	C	0.31
OKEECHOBEE RD	I-95 to JENKINS RD	32,142	4,240	1,569	C	0.37	1,569	C	0.37
OKEECHOBEE RD	JENKINS RD to MCNEIL RD	32,142	4,040	1,569	C	0.39	1,569	C	0.39
OKEECHOBEE RD	MCNEIL RD to VIRGINIA AVE	31,230	3,170	1,524	C	0.48	1,524	C	0.48
OKEECHOBEE RD	VIRGINIA AVE to HARTMAN RD	15,500	2,100	802	C	0.38	791	C	0.38
OKEECHOBEE RD	HARTMAN RD to 35TH ST	15,500	1,630	802	D	0.49	791	D	0.49
OKEECHOBEE RD	35TH ST to 33RD ST	16,500	1,630	859	D	0.53	822	D	0.50
OKEECHOBEE RD	33RD ST to 25TH ST	16,500	1,630	859	D	0.53	822	D	0.50
OKEECHOBEE RD	25TH ST to GEORGIA AVE	12,000	1,630	695	C	0.43	616	C	0.38
OKEECHOBEE RD	GEORGIA AVE to DELAWARE AVE	12,000	1,710	695	C	0.41	616	C	0.36
OLD DIXIE HWY	US 1 to SR A1A NORTH	830	790	129	C	0.16	123	C	0.16
OLD DIXIE HWY	SR A1A NORTH to ST LUCIE BLVD	1,753	750	82	C	0.11	82	C	0.11
OLD DIXIE HWY	ST LUCIE BLVD to INDRIO RD	2,125	790	172	C	0.22	126	C	0.16
OLD DIXIE HWY	INDRIO RD to INDIAN RIVER C.L.	1,340	870	63	C	0.07	63	C	0.07
OLEANDER AVE	BEACH AVE to KITTERMAN RD	2,970	540	172	C	0.32	194	C	0.36
OLEANDER AVE	KITTERMAN RD to MIDWAY RD	6,162	750	358	C	0.48	358	C	0.48
OLEANDER AVE	MIDWAY RD to WEATHERBEE RD	6,400	750	362	C	0.48	365	C	0.49
OLEANDER AVE	WEATHERBEE RD to BELL AVE	6,400	540	362	D	0.67	365	D	0.68
OLEANDER AVE	BELL AVE to FARMER'S MARKET RD	12,703	540	613	F	1.14	581	F	1.08
OLEANDER AVE	FARMER'S MARKET RD to EDWARDS RD	12,703	750	613	D	0.82	581	D	0.78
OLEANDER AVE	EDWARDS RD to WISTERIA AVE	9,907	750	601	D	0.80	500	D	0.67
OLEANDER AVE	WISTERIA AVE to GARDENIA AVE	9,907	540	601	F	1.11	500	D	0.93
OLEANDER AVE	GARDENIA AVE to VIRGINIA AVE	9,907	790	601	D	0.76	500	D	0.63
OLEANDER AVE	VIRGINIA AVE to SUNRISE BLVD	5,500	600	309	D	0.52	320	D	0.53
ORANGE AVE	OKEECHOBEE C.L. to SNEED RD	5,195	670	303	C	0.45	289	C	0.43
ORANGE AVE	SNEED RD to HEADER CANAL RD	5,195	670	303	C	0.45	289	C	0.43
ORANGE AVE	HEADER CANAL RD to SHINN RD	5,195	670	303	C	0.45	289	C	0.43

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APPENDIX C

OTHER PROJECT DATA/GROWTH RATE

Roadway	**Count Location**	**Station Number**	**2018 AADT**	**2022 AADT**	**Growth Rate**
Kings Hwy	N of SR 70/Okeechobee	940757	13600	7000	-15.30%
Okeechobee Rd	W of SR 91/Turnpike	940025	8900	10200	3.47%
	East of SR 713/Kings	940748	23500	27500	4.01%
	East of SR 9/I-95	940029	31000	38000	5.22%
Jenkins Rd	N of SR 70/Okeechobee	940273	10000	8600	-3.70%
		Total:	87000	91300	

Area Wide Growth Rate: 1.21%

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0025 - SR 70/OKEECHOBEE RD - W OF SR 91/TPK (COUNTY 25)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	10200 C	E 5000	W 5200	9.50	53.00	9.40
2021	13800 C	E 5900	W 7900	9.50	53.10	12.10
2020	8600 C	E 4200	W 4400	9.50	54.30	19.30
2019	8400 C	E 4500	W 3900	9.50	54.30	18.60
2018	8900 C	E 4300	W 4600	9.50	55.20	19.60
2017	11600 C	E 5700	W 5900	9.50	56.20	28.00
2016	7100 C	E 3600	W 3500	9.00	57.10	15.60
2015	7100 C	E 3600	W 3500	9.00	56.30	13.30
2014	6100 C	E 3100	W 3000	9.00	54.70	13.60
2013	6100 C	E 3100	W 3000	9.00	57.20	26.20
2012	4200 C	E 2100	W 2100	9.00	57.00	13.00
2011	6600 C	E 3200	W 3400	9.00	56.50	13.00
2010	5700 C	E 2700	W 3000	11.51	57.07	20.00
2009	6500 C	E 3300	W 3200	11.11	58.68	19.70
2008	7500 C	E 3700	W 3800	11.51	54.38	19.70
2007	8300 C	E 4200	W 4100	11.51	58.16	19.70

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
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0748 - SR 70/OKEECHOBEE RD - E OF SR 713/KINGS HWY (COUNTY 742)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	27500 C	E 15500	W 12000	9.00	53.00	24.20
2021	28000 C	E 15000	W 13000	9.00	53.10	36.00
2020	22500 C	E 12500	W 10000	9.00	54.30	23.60
2019	26000 C	E 14500	W 11500	9.00	54.30	20.70
2018	23500 C	E 13000	W 10500	9.00	55.20	21.70
2017	29500 C	E 15500	W 14000	9.00	56.20	21.20
2016	20500 C	E 11000	W 9500	9.00	57.10	19.60
2015	21100 C	E 11500	W 9600	9.00	56.30	18.60
2014	20400 C	E 9900	W 10500	9.00	54.70	17.60
2013	20000 C	E 11000	W 9000	9.00	57.20	18.30
2012	23000 F	E 10000	W 13000	9.00	57.00	17.40
2011	24000 C	E 10500	W 13500	9.00	56.50	17.40
2010	21500 C	E 11000	W 10500	11.51	57.07	21.50
2009	25000 C	E 13000	W 12000	11.11	58.68	24.10
2008	25000 C	E 13500	W 11500	11.51	54.38	22.90
2007	24000 C	E 12500	W 11500	11.51	58.16	27.10

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
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FLORIDA DEPARTMENT OF TRANSPORTATION
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COUNTY: 94 - ST.LUCIE

SITE: 0029 - SR 70 / OKEECHOBEE RD - E OF SR 9/I-95 (COUNTY 29)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	38000 C	E 19000	W 19000	9.00	51.40	11.80
2021	25100 C	E 17000	W 8100	9.00	50.90	11.00
2020	32000 F	E 16500	W 15500	9.00	51.30	11.00
2019	33000 C	E 17000	W 16000	9.00	51.00	11.00
2018	31000 C	E 15000	W 16000	9.00	51.30	4.70
2017	34500 C	E 17500	W 17000	9.00	50.90	12.30
2016	28500 F	E 14000	W 14500	9.00	50.90	12.30
2015	28500 C	E 14000	W 14500	9.00	51.00	12.30
2014	25500 F	E 14000	W 11500	9.00	50.80	4.90
2013	25500 C	E 14000	W 11500	9.00	50.80	4.90
2012	28000 C	E 14000	W 14000	9.00	56.80	4.90
2011	30500 C	E 15500	W 15000	9.00	57.20	10.90
2010	30500 C	E 15500	W 15000	10.32	55.40	10.90
2009	26500 C	E 13000	W 13500	10.27	57.35	10.90
2008	29500 C	E 15500	W 14000	10.45	58.06	6.70
2007	33000 C	E 17000	W 16000	10.31	58.74	5.20

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
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0757 - SR 713 / KINGS HWY - N OF SR 70/OKEECHOBEE RD (COUNTY 757)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	7000 C	N 3400	S 3600	9.00	53.00	31.80
2021	13100 C	N 6800	S 6300	9.00	53.10	37.00
2020	7900 C	N 3900	S 4000	9.00	54.30	37.00
2019	7600 C	N 3700	S 3900	9.00	54.30	23.40
2018	13600 C	N 6500	S 7100	9.00	55.20	23.90
2017	12800 C	N 6100	S 6700	9.00	56.20	23.90
2016	6400 C	N 3100	S 3300	9.00	57.10	23.90
2015	6300 C	N 3000	S 3300	9.00	56.30	26.90
2014	9100 C	N 3900	S 5200	9.00	54.70	46.50
2013	6000 C	N 3000	S 3000	9.00	57.20	17.40
2012	5400 C	N 2700	S 2700	9.00	57.00	17.40
2011	6200 C	N 3200	S 3000	9.00	56.50	22.90
2010	13500 C	N 6800	S 6700	11.51	57.07	22.90
2009	8000 C	N 4000	S 4000	11.11	58.68	22.90
2008	7400 C	N 3500	S 3900	11.51	54.38	23.20
2007	8900 C	N 4400	S 4500	11.51	58.16	25.50

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

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2022 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 0273 - CR 611/JENKINS RD - N. OF SR 70/OKEECHOBEE RD (COUNTY 131)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2022	8600 T	N 4300	S 4300	9.00	51.40	5.00
2021	8600 S	N 4300	S 4300	9.00	50.90	7.20
2020	8800 F	N 4400	S 4400	9.00	51.30	31.50
2019	9200 C	N 4600	S 4600	9.00	51.00	7.80
2018	10000 V	N 4400	S 5600	9.00	51.30	5.80
2017	9900 R	N 4400	S 5500	9.00	50.90	10.00
2016	9700 T	N 4300	S 5400	9.00	50.90	6.20
2015	9600 S	N 4300	S 5300	9.00	51.00	41.80
2014	9600 F	N 4300	S 5300	9.00	50.80	49.50
2013	9600 C	N 4300	S 5300	9.00	50.80	11.90
2012	7100 S	N 3600	S 3500	9.00	56.80	4.80
2011	7100 F	N 3600	S 3500	9.00	57.20	4.80
2010	7100 C	N 3600	S 3500	10.32	55.40	4.80
2009	8500 C	N 4200	S 4300	10.27	57.35	10.70
2008	9100 C	N 4500	S 4600	10.45	58.06	6.60

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

AM Peak Hour - D Factor Calculation

Segment	Location	Intersection Used	Volume		D Factor	
			N/E	S/W	N/E	S/W
Jenkins Road	South of Orange	Orange & Jenkins	251	252	0.499	0.501
	North of Graham	Jenkins & Graham	309	325	0.487	0.513
	South of Graham	Jenkins & Graham	304	429	0.415	0.585
Orange Ave	West of I-95	Orange & Kings	1076	980	0.523	0.477
	East of I-95	Orange & Jenkins	776	948	0.450	0.550
Kings Hwy	North of Okeechobee	Okeechobee & Kings	301	351	0.462	0.538
	South of Orange Ave	Orange & Kings	473	566	0.455	0.545
	North of Orange Ave	Orange & Kings	797	820	0.493	0.507
	North of Angle Rd	Kings & Angle	619	474	0.566	0.434
Angle Rd	West of Kings Hwy	Kings & Angle	194	91	0.681	0.319
	East of Kings Hwy	Kings & Angle	340	195	0.636	0.364
Okeechobee Rd	West of Kings Hwy	Okeechobee & Kings	443	367	0.547	0.453
	East of Kings Hwy	Okeechobee & Kings	1111	838	0.570	0.430
	West of Jenkins	Okeechobee & Jenkins	1964	1756	0.528	0.472
	East of Jenkins	Okeechobee & Jenkins	1724	1257	0.578	0.422

Source: TMC Counts

PM Peak Hour - D Factor Calculation

Segment	Location	Intersection Used	Volume		D Factor	
			N/E	S/W	N/E	S/W
Jenkins Road	South of Orange	Orange & Jenkins	324	332	0.494	0.506
	North of Graham	Jenkins & Graham	339	300	0.531	0.469
	South of Graham	Jenkins & Graham	365	363	0.501	0.499
Orange Ave	West of I-95	Orange & Kings	1014	944	0.518	0.482
	East of I-95	Orange & Jenkins	840	855	0.496	0.504
Kings Hwy	North of Okeechobee	Okeechobee & Kings	312	394	0.442	0.558
	South of Orange Ave	Orange & Kings	510	530	0.490	0.510
	North of Orange Ave	Orange & Kings	797	863	0.480	0.520
	North of Angle Rd	Kings & Angle	632	561	0.530	0.470
Angle Rd	West of Kings Hwy	Kings & Angle	188	216	0.465	0.535
	East of Kings Hwy	Kings & Angle	340	285	0.544	0.456
Okeechobee Rd	West of Kings Hwy	Okeechobee & Kings	355	394	0.474	0.526
	East of Kings Hwy	Okeechobee & Kings	963	893	0.519	0.481
	West of Jenkins	Okeechobee & Jenkins	1536	1668	0.479	0.521
	East of Jenkins	Okeechobee & Jenkins	1370	1318	0.510	0.490

Source: TMC Counts

AM APPROVED PROJECTS			Ferrell Communities						Kings Hwy Commerce Park / White Parcel						Sunnyland						
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**	**%**
Okeechobee Rd	Florida's Turnpike	Kings Hwy	5%	133	9	IN	2	7	5%	257	29	IN	23	6	5%	205	15	IN	4	11	5%
	Kings Hwy	Crossroads Pkwy	40%	1,062	72	OUT	56	17	5%	257	29	OUT	6	23	5%	205	15	OUT	11	4	5%
	Crossroads Pkwy	I95	40%	1,062	72	OUT	56	17	5%	257	29	OUT	6	23	5%	205	15	OUT	11	4	5%
	I95	Jenkins Rd	25%	664	45	OUT	35	11	5%	257	29	OUT	6	23	5%	205	15	OUT	11	4	5%
	Jenkins Rd	McNeil Rd	20%	531	36	OUT	28	8	0%	0	0	-	0	0	0%	0	0	-	0	0	0%
	McNeil Rd	Virginia Ave	15%	398	27	OUT	21	6	0%	0	0	-	0	0	0%	0	0	-	0	0	0%
	Virginia Ave.	Hartman Rd	7%	186	13	OUT	10	3	0%	0	0	-	0	0	0%	0	0	-	0	0	0%
				2,655	**181**		In	**42**		**5,135**	**577**		In	**463**		**4,092**	**298**		In	**75**	
				Daily	Two-Way		Out	139		Daily	Two-Way		Out	114		Daily	Two-Way		Out	223	

AM APPROVED PROJECTS			Drawdy Angle Road FKA: Pineapple Grove					KRE						Stonemont							
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	%	Daily
Okeechobee Rd	Florida's Turnpike	Kings Hwy	182	13	IN	3	10	5%	239	26	IN	20	6	5%	111	13	IN	10	3	5%	51
	Kings Hwy	Crossroads Pkwy	182	13	OUT	10	3	5%	239	26	OUT	6	20	5%	111	13	OUT	3	10	0%	0
	Crossroads Pkwy	I95	182	13	OUT	10	3	5%	239	26	OUT	6	20	5%	111	13	OUT	3	10	0%	0
	I95	Jenkins Rd	182	13	OUT	10	3	5%	239	26	OUT	6	20	5%	111	13	OUT	3	10	0%	0
	Jenkins Rd	McNeil Rd	0	0	-	0	0	0%	0	0	-	0	0	0%	0	0	-	0	0	10%	101
	McNeil Rd	Virginia Ave	0	0	-	0	0	0%	0	0	-	0	0	0%	0	0	-	0	0	0%	0
	Virginia Ave.	Hartman Rd	0	0	-	0	0	0%	0	0	-	0	0	0%	0	0	-	0	0	0%	0
			3,646	**265**		**In**	**66**		**4,778**	**510**		**In**	**393**		**2,226**	**259**		**In**	**203**		**1,012**
			Daily	**Two-Way**		**Out**	**199**		**Daily**	**Two-Way**		**Out**	**117**		**Daily**	**Two-Way**		**Out**	**56**		**Daily**

AM APPROVED PROJECTS			Orange 95 Parcel B				Orange 95 Parcels D & E						Celebration Pointe @ 25% Complete City of Fort Pierce					
Road Name	From	To	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
Okeechobee Rd	Florida's Turnpike	Kings Hwy	6	IN	5	1	5%	54	7	IN	6	1	5%	79	6	IN	2	5
	Kings Hwy	Crossroads Pkwy	0	-	0	0	0%	0	0	-	0	0	5%	79	6	IN	2	5
	Crossroads Pkwy	I95	0	-	0	0	0%	0	0	-	0	0	5%	79	6	IN	2	5
	I95	Jenkins Rd	0	-	0	0	0%	0	0	-	0	0	5%	79	6	IN	2	5
	Jenkins Rd	McNeil Rd	12	OUT	2	10	10%	109	13	OUT	2	11	5%	79	6	OUT	5	2
	McNeil Rd	Virginia Ave	0	-	0	0	0%	0	0	-	0	0	0%	0	0	-	0	0
	Virginia Ave.	Hartman Rd	0	-	0	0	0%	0	0	-	0	0	0%	0	0	-	0	0
			123		In	**103**		**1,086**	**133**		In	**111**		**1,585**	**128**		In	**32**
			Two-Way		Out	**20**		Daily	Two-Way		Out	**22**		Daily	Two-Way		Out	**96**

AM APPROVED PROJECTS			Hillpointe Residential						Interstate Commerce Center						Whispering Oaks					
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
Okeechobee Rd	Florida's Turnpike	Kings Hwy	0%	0	0	-	0	0	0%	0	0	-	0	0	5%	140	11	IN	2	8
	Kings Hwy	Crossroads Pkwy	8%	135	8	IN	2	6	35%	131	12	IN	9	3	5%	140	11	IN	2	8
	Crossroads Pkwy	I95	8%	135	8	IN	2	6	45%	168	16	OUT	4	12	5%	140	11	IN	2	8
	I95	Jenkins Rd	24%	406	24	IN	6	18	0%	0	0	-	0	0	5%	140	11	IN	2	8
	Jenkins Rd	McNeil Rd	10%	169	10	OUT	8	2	0%	0	0	-	0	0	2%	56	4	OUT	3	1
	McNeil Rd	Virginia Ave	0%	0	0	-	0	0	0%	0	0	-	0	0	2%	56	4	OUT	3	1
	Virginia Ave.	Hartman Rd	0%	0	0	-	0	0	0%	0	0	-	0	0	0%	0	0	-	0	0
				1,691	**101**		**In**	**24**		**373**	**35**		**In**	**27**		**2,806**	**212**		**In**	**45**
				Daily	**Two-Way**		**Out**	**77**		**Daily**	**Two-Way**		**Out**	**8**		**Daily**	**Two-Way**		**Out**	**167**

AM APPROVED PROJECTS			Viva at Treasure Coast West						Viva at Treasure Coast East						3000 Virginia					
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**
Okeechobee Rd	Florida's Turnpike	Kings Hwy	5%	75	5	IN	1	4	5%	70	4	IN	1	3	0%	0	0	-	0	0
	Kings Hwy	Crossroads Pkwy	10%	150	9	IN	2	7	10%	140	9	IN	2	7	0%	0	0	-	0	0
	Crossroads Pkwy	I95	10%	150	9	IN	2	7	10%	140	9	IN	2	7	0%	0	0	-	0	0
	I95	Jenkins Rd	40%	599	37	IN	9	28	40%	558	35	IN	8	26	0%	0	0	-	0	0
	Jenkins Rd	McNeil Rd	40%	599	37	OUT	28	9	40%	558	35	OUT	26	8	0%	0	0	-	0	0
	McNeil Rd	Virginia Ave	40%	599	37	OUT	28	9	40%	558	35	OUT	26	8	45%	1,072	60	IN	14	46
	Virginia Ave.	Hartman Rd	15%	225	14	OUT	11	3	15%	209	13	OUT	10	3	0%	0	0	-	0	0
				1,498	**92**		**In**	**22**		**1,396**	**87**		**In**	**21**		**2,383**	**134**		**In**	**32**
				Daily	**Two-Way**		**Out**	**70**		**Daily**	**Two-Way**		**Out**	**66**		**Daily**	**Two-Way**		**Out**	**102**

AM APPROVED PROJECTS			Project Hunt						Regatta						Kings Highway Warehouse					
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
Okeechobee Rd	Florida's Turnpike	Kings Hwy	5%	48	5	IN	4	1	5.0%	104	6	IN	1	5	4%	204	27	IN	14	14
	Kings Hwy	Crossroads Pkwy	30%	287	30	OUT	5	25	13.0%	270	16	IN	4	12	11%	561	75	OUT	38	38
	Crossroads Pkwy	I95	30%	287	30	OUT	5	25	13.0%	270	16	IN	4	12	11%	561	75	OUT	38	38
	I95	Jenkins Rd	10%	96	10	OUT	2	8	36.0%	747	43	IN	10	33	6%	306	41	OUT	20	21
	Jenkins Rd	McNeil Rd	11%	105	11	OUT	2	9	10.0%	208	12	OUT	9	3	6%	306	41	OUT	20	21
	McNeil Rd	Virginia Ave	9%	86	9	OUT	2	8	10.0%	208	12	OUT	9	3	3%	153	20	OUT	10	10
	Virginia Ave.	Hartman Rd	0%	0	0	-	0	0	0%	0	0	-	0	0	0%	0	0	-	0	0
				956	**101**		In	**84**		**2,075**	**120**		In	**29**		**5,100**	**683**		In	**342**
				Daily	Two-Way		Out	**17**		Daily	Two-Way		Out	**91**		Daily	Two-Way		Out	**341**

AM APPROVED PROJECTS			Woodspring Suites Ft Pierce						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
Okeechobee Rd	Florida's Turnpike	Kings Hwy	5%	45	3	IN	2	1	0%	0	0	-	0	0
	Kings Hwy	Crossroads Pkwy	10%	90	5	IN	3	2	8%	265	17	IN	4	12
	Crossroads Pkwy	I95	10%	90	5	IN	3	2	8%	265	17	IN	4	12
	I95	Jenkins Rd	40%	360	22	IN	12	10	24%	796	50	IN	13	37
	Jenkins Rd	McNeil Rd	40%	360	22	OUT	10	12	10%	332	21	OUT	16	5
	McNeil Rd	Virginia Ave	40%	360	22	OUT	10	12	10%	332	21	OUT	16	5
	Virginia Ave.	Hartman Rd	15%	135	8	OUT	4	5	0%	0	0	-	0	0
				899	**54**		**In**	**30**		**3,318**	**209**		**In**	**53**
				Daily	**Two-Way**		**Out**	**24**		**Daily**	**Two-Way**		**Out**	**156**

AM APPROVED PROJECTS			Walsh Crossroads						Project Hurricane					
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
Okeechobee Rd	Florida's Turnpike	Kings Hwy	5%	9	1	IN	0	0	5%	21	2	IN	2	1
	Kings Hwy	Crossroads Pkwy	5%	9	1	OUT	0	0	0%	0	0	-	0	0
	Crossroads Pkwy	I95	45%	83	5	OUT	2	3	55%	232	26	OUT	7	20
	I95	Jenkins Rd	0%	0	0	-	0	0	40%	169	19	OUT	5	14
	Jenkins Rd	McNeil Rd	0%	0	0	-	0	0	40%	169	19	OUT	5	14
	McNeil Rd	Virginia Ave	0%	0	0	-	0	0	40%	169	19	OUT	5	14
	Virginia Ave.	Hartman Rd	0%	0	0	-	0	0	0%	0	0	-	0	0
				184	**12**		In	**7**		**422**	**48**		In	**36**
				Daily	Two-Way		Out	5		Daily	Two-Way		Out	12

AM APPROVED PROJECTS			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	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential	Double Count	Net 2 Way	Double Count	Net	Double Count	Net
Okeechobee Rd	Florida's Turnpike	Kings Hwy	988	1,039	69	118	17	85	53	33	-17	170	-4	98	-7	79
	Kings Hwy	Crossroads Pkwy	2,628	1,684	176	191	95	70	81	121	-38	329	-14	151	-20	182
	Crossroads Pkwy	I95	2,628	2,027	176	226	95	72	81	153	-44	358	-14	153	-20	214
	I95	Jenkins Rd	4,377	1,537	280	159	106	53	174	106	-32	407	-11	148	-21	258
	Jenkins Rd	McNeil Rd	2,532	1,149	161	118	123	41	39	78	-24	256	-8	155	-10	107
	McNeil Rd	Virginia Ave	3,224	767	196	70	118	26	79	44	-14	252	-5	139	-9	114
	Virginia Ave.	Hartman Rd	620	135	40	8	30	4	9	5	-2	46	-1	33	-1	13

PM APPROVED PROJECTS			Ferrell Communities						Kings Hwy Commerce Park / White Parcel						Sunnyland						
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	%
Okeechobee Rd	Florida's Turnpike	Kings Hwy	5%	133	10	IN	6	4	5%	257	30	IN	7	23	5%	205	21	IN	13	8	5%
	Kings Hwy	Crossroads Pkwy	40%	1,062	76	OUT	30	46	5%	257	30	OUT	23	7	5%	205	21	OUT	8	13	5%
	Crossroads Pkwy	I95	40%	1,062	76	OUT	30	46	5%	257	30	OUT	23	7	5%	205	21	OUT	8	13	5%
	I95	Jenkins Rd	25%	664	48	OUT	19	29	5%	257	30	OUT	23	7	5%	205	21	OUT	8	13	5%
	Jenkins Rd	McNeil Rd	20%	531	38	OUT	15	23	0%	0	0	-	0	0	0%	0	0	-	0	0	0%
	McNeil Rd	Virginia Ave	15%	398	29	OUT	11	17	0%	0	0	-	0	0	0%	0	0	-	0	0	0%
	Virginia Ave.	Hartman Rd	7%	186	13	OUT	5	8	0%	0	0	-	0	0	0%	0	0	-	0	0	0%
				2,655	**190**		In	**116**		**5,135**	**600**		In	**142**		**4,092**	**415**		In	**261**	
				Daily	Two-Way		Out	**74**		Daily	Two-Way		Out	**458**		Daily	Two-Way		Out	**154**	

PM APPROVED PROJECTS			Drawdy Angle Road FKA: Pineapple Grove					KRE						Stonemont							
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	%	Daily
Okeechobee Rd	Florida's Turnpike	Kings Hwy	182	18	IN	12	7	5%	239	27	IN	8	19	5%	111	13	IN	4	10	5%	51
	Kings Hwy	Crossroads Pkwy	182	18	OUT	7	12	5%	239	27	OUT	19	8	5%	111	13	OUT	10	4	0%	0
	Crossroads Pkwy	I95	182	18	OUT	7	12	5%	239	27	OUT	19	8	5%	111	13	OUT	10	4	0%	0
	I95	Jenkins Rd	182	18	OUT	7	12	5%	239	27	OUT	19	8	5%	111	13	OUT	10	4	0%	0
	Jenkins Rd	McNeil Rd	0	0	-	0	0	0%	0	0	-	0	0	0%	0	0	-	0	0	10%	101
	McNeil Rd	Virginia Ave	0	0	-	0	0	0%	0	0	-	0	0	0%	0	0	-	0	0	0%	0
	Virginia Ave.	Hartman Rd	0	0	-	0	0	0%	0	0	-	0	0	0%	0	0	-	0	0	0%	0
			3,646	**369**		**In**	**232**		**4,778**	**540**		**In**	**151**		**2,226**	**262**		**In**	**70**		**1,012**
			Daily	**Two-Way**		**Out**	**137**		**Daily**	**Two-Way**		**Out**	**389**		**Daily**	**Two-Way**		**Out**	**192**		**Daily**

PM APPROVED PROJECTS			Orange 95 Parcel B				Orange 95 Parcels D & E						Celebration Pointe @ 25% Complete City of Fort Pierce						Hillpointe		
Road Name	From	To	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	%	Daily	Two-Way Trips
Okeechobee Rd	Florida's Turnpike	Kings Hwy	6	IN	1	5	5%	54	7	IN	2	5	5%	79	8	IN	5	3	0%	0	0
	Kings Hwy	Crossroads Pkwy	0	-	0	0	0%	0	0	-	0	0	5%	79	8	IN	5	3	8%	135	10
	Crossroads Pkwy	I95	0	-	0	0	0%	0	0	-	0	0	5%	79	8	IN	5	3	8%	135	10
	I95	Jenkins Rd	0	-	0	0	0%	0	0	-	0	0	5%	79	8	IN	5	3	24%	406	31
	Jenkins Rd	McNeil Rd	13	OUT	10	3	10%	109	14	OUT	11	3	5%	79	8	OUT	3	5	10%	169	13
	McNeil Rd	Virginia Ave	0	-	0	0	0%	0	0	-	0	0	0%	0	0	-	0	0	0%	0	0
	Virginia Ave.	Hartman Rd	0	-	0	0	0%	0	0	-	0	0	0%	0	0	-	0	0	0%	0	0
			127		In	28		1,086	137		In	30		1,585	158		In	101		1,691	129
			Two-Way		Out	99		Daily	Two-Way		Out	107		Daily	Two-Way		Out	57		Daily	Two-Way

PM APPROVED PROJECTS			Residential			Interstate Commerce Center						Whispering Oaks						Viva at Treasure Coast			
Road Name	From	To	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	%	Daily	Two-Way Trips	Is N/E In or Out
Okeechobee Rd	Florida's Turnpike	Kings Hwy	-	0	0	0%	0	0	-	0	0	5%	140	13	IN	9	5	5%	75	6	IN
	Kings Hwy	Crossroads Pkwy	IN	6	4	35%	131	14	IN	4	10	5%	140	13	IN	9	5	10%	150	12	IN
	Crossroads Pkwy	I95	IN	6	4	45%	168	18	OUT	13	5	5%	140	13	IN	9	5	10%	150	12	IN
	I95	Jenkins Rd	IN	19	12	0%	0	0	-	0	0	5%	140	13	IN	9	5	40%	599	46	IN
	Jenkins Rd	McNeil Rd	OUT	5	8	0%	0	0	-	0	0	2%	56	5	OUT	2	3	40%	599	46	OUT
	McNeil Rd	Virginia Ave	-	0	0	0%	0	0	-	0	0	2%	56	5	OUT	2	3	40%	599	46	OUT
	Virginia Ave.	Hartman Rd	-	0	0	0%	0	0	-	0	0	0%	0	0	-	0	0	15%	225	17	OUT
				In	81		373	39		In	11		2,806	266		In	172		1,498	116	
				Out	48		Daily	Two-Way		Out	28		Daily	Two-Way		Out	94		Daily	Two-Way	

PM APPROVED PROJECTS			Vest		Viva at Treasure Coast East						3000 Virginia					
Road Name	From	To	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
Okeechobee Rd	Florida's Turnpike	Kings Hwy	4	2	5%	70	5	IN	3	2	0%	0	0	-	0	0
	Kings Hwy	Crossroads Pkwy	7	4	10%	140	11	IN	7	4	0%	0	0	-	0	0
	Crossroads Pkwy	I95	7	4	10%	140	11	IN	7	4	0%	0	0	-	0	0
	I95	Jenkins Rd	29	17	40%	558	44	IN	28	16	0%	0	0	-	0	0
	Jenkins Rd	McNeil Rd	17	29	40%	558	44	OUT	16	28	0%	0	0	-	0	0
	McNeil Rd	Virginia Ave	17	29	40%	558	44	OUT	16	28	45%	1,072	79	IN	50	29
	Virginia Ave.	Hartman Rd	6	11	15%	209	16	OUT	6	10	0%	0	0	-	0	0
			In	73		1,396	109		In	69		2,383	175		In	110
			Out	43		Daily	Two-Way		Out	40		Daily	Two-Way		Out	65

PM APPROVED PROJECTS			Project Hunt						Regatta						Kings Highway Warehouse					
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directiona l N/E	Directiona l S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directiona l N/E	Directiona l S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directiona l N/E	Directiona l S/W
Okeechobee Rd	Florida's Turnpike	Kings Hwy	5%	48	6	IN	1	4	5%	104	8	IN	5	3	4%	204	27	IN	18	9
	Kings Hwy	Crossroads Pkwy	30%	287	34	OUT	26	9	13%	270	20	IN	13	7	11%	561	74	OUT	24	50
	Crossroads Pkwy	I95	30%	287	34	OUT	26	9	13%	270	20	IN	13	7	11%	561	74	OUT	24	50
	I95	Jenkins Rd	10%	96	11	OUT	9	3	36%	747	56	IN	35	21	6%	306	40	OUT	13	27
	Jenkins Rd	McNeil Rd	11%	105	13	OUT	9	3	10%	208	16	OUT	6	10	6%	306	40	OUT	13	27
	McNeil Rd	Virginia Ave	9%	86	10	OUT	8	3	10%	208	16	OUT	6	10	3%	153	20	OUT	6	14
	Virginia Ave.	Hartman Rd	0%	0	0	-	0	0	0%	0	0	-	0	0	0%	0	0	-	0	0
				956	**114**		**In**	**29**		**2,075**	**155**		**In**	**98**		**5,100**	**674**		**In**	**458**
				Daily	**Two-Way**		**Out**	**85**		**Daily**	**Two-Way**		**Out**	**57**		**Daily**	**Two-Way**		**Out**	**216**

PM APPROVED PROJECTS			Woodspring Suites Ft Pierce						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
Okeechobee Rd	Florida's Turnpike	Kings Hwy	5%	45	3	IN	2	2	0%	0	0	-	0	0
	Kings Hwy	Crossroads Pkwy	10%	90	6	IN	3	3	8%	265	22	IN	14	8
	Crossroads Pkwy	I95	10%	90	6	IN	3	3	8%	265	22	IN	14	8
	I95	Jenkins Rd	40%	360	25	IN	13	12	24%	796	66	IN	41	24
	Jenkins Rd	McNeil Rd	40%	360	25	OUT	12	13	10%	332	27	OUT	10	17
	McNeil Rd	Virginia Ave	40%	360	25	OUT	12	13	10%	332	27	OUT	10	17
	Virginia Ave.	Hartman Rd	15%	135	9	OUT	5	5	0%	0	0	-	0	0
				899	**62**		In	**32**		**3,318**	**274**		In	**172**
				Daily	Two-Way		Out	30		Daily	Two-Way		Out	102

PM APPROVED PROJECTS			Walsh Crossroads						Project Hurricane					
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
Okeechobee Rd	Florida's Turnpike	Kings Hwy	5%	9	1	IN	1	1	5%	21	3	IN	1	2
	Kings Hwy	Crossroads Pkwy	5%	9	1	OUT	1	1	0%	0	0	-	0	0
	Crossroads Pkwy	I95	45%	83	9	OUT	5	5	55%	232	33	OUT	20	13
	I95	Jenkins Rd	0%	0	0	-	0	0	40%	169	24	OUT	15	9
	Jenkins Rd	McNeil Rd	0%	0	0	-	0	0	40%	169	24	OUT	15	9
	McNeil Rd	Virginia Ave	0%	0	0	-	0	0	40%	169	24	OUT	15	9
	Virginia Ave.	Hartman Rd	0%	0	0	-	0	0	0%	0	0	-	0	0
				184	**21**		**In**	**10**		**422**	**60**		**In**	**23**
				Daily	**Two-Way**		**Out**	**11**		**Daily**	**Two-Way**		**Out**	**37**

PM APPROVED PROJECTS			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	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential	Double Count	Net 2 Way	Double Count	Net	Double Count	Net
Okeechobee Rd	Florida's Turnpike	Kings Hwy	988	1,039	89	123	56	44	33	79	-22	190	-9	91	-8	104
	Kings Hwy	Crossroads Pkwy	2,628	1,684	211	199	105	109	106	91	-40	371	-22	192	-18	179
	Crossroads Pkwy	I95	2,628	2,027	211	245	105	142	106	102	-49	407	-26	221	-20	188
	I95	Jenkins Rd	4,377	1,537	350	171	200	101	151	70	-34	487	-20	280	-14	207
	Jenkins Rd	McNeil Rd	2,532	1,149	197	128	73	70	124	58	-26	300	-14	129	-12	170
	McNeil Rd	Virginia Ave	3,224	767	245	79	112	41	134	38	-16	309	-8	144	-8	165
	Virginia Ave.	Hartman Rd	620	135	47	9	18	5	29	5	-2	54	-1	21	-1	33

APPENDIX D

INTERSECTION ANALYSIS

Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

June 17, 2024

Susan O'Rourke, P.E.
O'Rourke Engineering & Planning
3725 S. East Ocean Boulevard, Stuart FL, 34996

Dear Susan O'Rourke,

RE: Variance Committee Review to allow for **Category D Driveway**
Applicant/Property Owner: Zentex Ventures LTD
St Lucie County **City of** Fort Pierce **State Road:** SR 70 **Section:** 94030000 **MP:** 20.20
Access Class: 03 **Posted Speed:** 45 mph **SIS:** Influence Area
FDOT Ref. Project: FM 447653.1-Jeffrey Robbert-RESURFACING **Site Acreage:** 58.23 Acres
Development Size: 179 Single Family Dwelling Units and 138 Multi-Family Dwelling Units
Project Name & Address: Zentex - Gordy Road south of SR-70, Fort Pierce
AMRC Meeting Date: April 4, 2024
AMRC Meeting Date: May 22, 2024 (Follow-up Meeting)

Request: Maintain full median opening access at the intersection of Gordy Road & SR-70, approximately 850 feet west of Rock Road.

This request is: **Approved with Conditions**

Conditions / Comments:

☐ **The existing westbound left turn lane at SR 70 and Gordy Road intersection shall be extended to accommodate the project traffic. The left turn/U-turn lane shall meet the minimum requirements in the Florida Design Manual (FDM). A queueing analysis shall be submitted at the time of permit to determine the required queue length.**

☐ **Reconstruct existing median opening at SR 70 and Rock Road intersection to an eastbound directional median opening. The left turn/U-turn lane shall meet the minimum requirements in the Florida Design Manual (FDM). A queueing analysis shall be submitted at the time of permit to determine the required queue length.**

- All existing driveways not approved in this letter must be fully removed and the area restored.
- Drainage mitigation is required for any impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage.
- A Storm Water Pollution Prevention Plan must be submitted with the application if there will be more than one acre of “disturbed area” (as defined by the Florida Department of Environmental Protection (FDEP)
- If additional right-of-way is required to implement the proposed improvements, the applicant shall donate the right-of-way to the Department.

Comments:

Please note that the dimensions between driveways are measured from the near edge of pavement to near edge of pavement and dimensions between median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway system and to note any required improvements. Earlier Department decisions on this request shall be voided unless expressly approved herein. If the above concept is approved, the applicant may submit engineering plans to the Department for permitting. The Department's personnel shall review these plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Please note that this letter does not guarantee permit approval.** The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department.

Committee approvals and conditions which are at variance with Department rules or standards are not binding in the permitting process for more than **12 months**.

Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter.

For right-of-way dedication requirements go to: https://osp.fdot.gov: Click on Statewide Permit News. Scroll down to District 4. Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

THE DISTRICT ACCESS MANAGEMENT REVIEW COMMITTEE

With the above ruling I	Agree	Disagree	
John Olson, P.E. DocuSigned by: John Olson D38BA4C842F840E... District Design Engineer	X		June 17, 2024
Jonathan Overton, P.E. DocuSigned by: Jonathan Overton D1E2812655D45A... District Traffic Operations Engineer	X		June 17, 2024
Antonio Castro, P.E. DocuSigned by: E4936E24FD0D4BD... District Maintenance Engineer	X		June 17, 2024

Acknowledgement:
Ronald Kareiva, P.E. DocuSigned by: 6FB313FB82174C9...
Concept Development Supervisor
Strategic Intermodal System (SIS) Coordinator

cc: Nesa Harden; Vikrant Srivastava, PE, PMP, CPM;
File S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2024-04-04 & AMRC\AMRC 01. 94030000 MP 20.20 SR 70_Zentex\AMRC 01. 94030000 MP 20.20 SR 70_Zentex.docx

```
 2023 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 9402  WEST-W OF I95
                                                 MOCF: 0.92
WEEK          DATES                 SF           PSCF
================================================================================
  1    01/01/2023 - 01/07/2023    1.00           1.09
  2    01/08/2023 - 01/14/2023    0.99           1.08
  3    01/15/2023 - 01/21/2023    0.98           1.07
* 4    01/22/2023 - 01/28/2023    0.96           1.04
* 5    01/29/2023 - 02/04/2023    0.93           1.01
* 6    02/05/2023 - 02/11/2023    0.90           0.98
* 7    02/12/2023 - 02/18/2023    0.87           0.95
* 8    02/19/2023 - 02/25/2023    0.88           0.96
* 9    02/26/2023 - 03/04/2023    0.89           0.97
*10    03/05/2023 - 03/11/2023    0.91           0.99
*11    03/12/2023 - 03/18/2023    0.92           1.00
*12    03/19/2023 - 03/25/2023    0.93           1.01
*13    03/26/2023 - 04/01/2023    0.94           1.02
*14    04/02/2023 - 04/08/2023    0.95           1.03
*15    04/09/2023 - 04/15/2023    0.96           1.04
*16    04/16/2023 - 04/22/2023    0.97           1.05
 17    04/23/2023 - 04/29/2023    0.98           1.07
 18    04/30/2023 - 05/06/2023    0.99           1.08
 19    05/07/2023 - 05/13/2023    1.00           1.09
 20    05/14/2023 - 05/20/2023    1.01           1.10
 21    05/21/2023 - 05/27/2023    1.03           1.12
 22    05/28/2023 - 06/03/2023    1.04           1.13
 23    06/04/2023 - 06/10/2023    1.06           1.15
 24    06/11/2023 - 06/17/2023    1.07           1.16
 25    06/18/2023 - 06/24/2023    1.08           1.17
 26    06/25/2023 - 07/01/2023    1.10           1.20
 27    07/02/2023 - 07/08/2023    1.11           1.21
 28    07/09/2023 - 07/15/2023    1.12           1.22
 29    07/16/2023 - 07/22/2023    1.11           1.21
 30    07/23/2023 - 07/29/2023    1.10           1.20
 31    07/30/2023 - 08/05/2023    1.10           1.20
 32    08/06/2023 - 08/12/2023    1.09           1.18
 33    08/13/2023 - 08/19/2023    1.08           1.17
 34    08/20/2023 - 08/26/2023    1.08           1.17
 35    08/27/2023 - 09/02/2023    1.08           1.17
 36    09/03/2023 - 09/09/2023    1.09           1.18
 37    09/10/2023 - 09/16/2023    1.09           1.18
 38    09/17/2023 - 09/23/2023    1.08           1.17
 39    09/24/2023 - 09/30/2023    1.06           1.15
 40    10/01/2023 - 10/07/2023    1.05           1.14
 41    10/08/2023 - 10/14/2023    1.04           1.13
 42    10/15/2023 - 10/21/2023    1.03           1.12
 43    10/22/2023 - 10/28/2023    1.02           1.11
 44    10/29/2023 - 11/04/2023    1.01           1.10
 45    11/05/2023 - 11/11/2023    0.99           1.08
 46    11/12/2023 - 11/18/2023    0.98           1.07
 47    11/19/2023 - 11/25/2023    0.99           1.08
 48    11/26/2023 - 12/02/2023    0.99           1.08
 49    12/03/2023 - 12/09/2023    1.00           1.09
 50    12/10/2023 - 12/16/2023    1.00           1.09
 51    12/17/2023 - 12/23/2023    0.99           1.08
 52    12/24/2023 - 12/30/2023    0.99           1.08
 53    12/31/2023 - 12/31/2023    0.98           1.07

* PEAK SEASON

09-MAR-2024 18:41:41                    830UPD              4_9402_PKSEASON.TXT
```

TURNING MOVEMENT VOLUME COUNTS

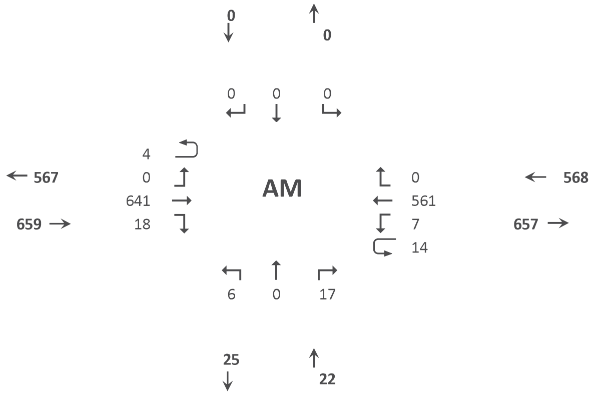
N/S STREET: Gordy Rd
FILENAME: Gordy Rd & Okeechobee - TMC - Background
COUNT DATE: 8/17/2022 **DAY**: Tuesday
REPORT DATE: 9/1/2023 **ANALYSIS YEAR**: 2024

E/W STREET: Okeechobee RD
CITY: Fort Perice
Existing

	Northbound			Southbound			Eastbound				Westbound					
15 Min Period	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	Uturn	WBL	WBT	WBR	Uturn	TOTAL	ONE HOUR SUM
7:00-7:15	2	0	3	0	0	0	0	85	2	0	2	127	0	2	223	1005
7:15-7:30	5	0	2	0	0	0	0	126	2	0	3	114	0	2	254	1052
7:30-7:45	3	0	6	0	0	0	0	137	1	2	2	121	0	0	272	1042
7:45-8:00	0	0	4	0	0	0	0	133	3	0	0	114	0	2	256	1062
8:00-8:15	3	0	5	0	0	0	0	119	5	2	2	132	0	2	270	1054
8:15-8:30	2	0	2	0	0	0	0	132	4	0	1	99	0	4	244	
8:30-8:45	0	0	3	0	0	0	0	153	3	1	3	125	0	4	292	
8:45-9:00	1	0	2	0	0	0	0	152	2	0	2	87	0	2	248	

AM PEAK HOUR IS FROM:			7:45AM TO 8:45AM												
Volumes	5	0	14	0	0	0	0	537	15	3	6	470	0	12	1062
Season Factor	6	0	16	0	0	0	0	628	18	4	7	550	0	14	1229
Growth	6	0	17	0	0	0	0	641	18	4	7	561	0	14	1253
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Total	6	0	17	0	0	0	0	641	18	4	7	561	0	14	1253

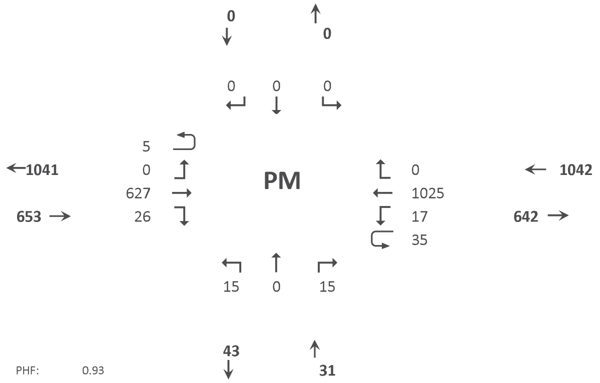
PHF: 0.91
Seasonal Factor: 1.17
Trips In 0
Trips Out 0
Growth Rate: 1.01
Years Grown: 2



	Northbound			Southbound			Eastbound				Westbound					
15 Min Period lanes	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	Uturn	WBL	WBT	WBR	Uturn	TOTAL	ONE HOUR SUM
4:00-4:15	3	0	1	0	0	0	0	109	3	1	2	186	0	4	309	1384
4:15-4:30	3	0	1	0	0	0	0	128	2	0	1	212	0	6	353	1473
4:30-4:45	6	0	4	0	0	0	0	128	2	0	2	198	0	5	345	1478
4:45-5:00	4	0	2	0	0	0	0	135	5	1	5	217	0	8	377	1479
5:00-5:15	4	0	5	0	0	0	0	126	6	2	4	243	0	8	398	1407
5:15-5:30	2	0	2	0	0	0	0	138	4	1	2	204	0	5	358	
5:30-5:45	3	0	4	0	0	0	0	126	7	0	3	195	0	8	346	
5:45-6:00	4	0	2	0	0	0	0	104	3	0	5	180	0	7	305	

PM PEAK HOUR IS FROM:			4:45PM TO 5:45PM												
Volumes	13	0	13	0	0	0	0	525	22	4	14	859	0	29	1479
Season Factor	15	0	15	0	0	0	0	614	26	5	16	1005	0	34	1697
Growth	15	0	15	0	0	0	0	627	26	5	17	1025	0	35	1730
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Project	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Total	15	0	15	0	0	0	0	627	26	5	17	1025	0	35	1730

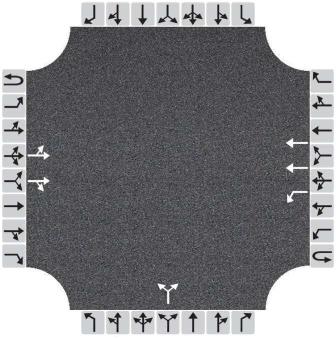
PHF: 0.93
Seasonal Factor: 1.17
Growth Rate: 1.01
Trips In: 0
Trips Out: 0
Years Grown: 2



HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	James Kemp	Intersection	Gordy Rd and Okeechobee
Agency/Co.	O'Rourke Engineering	Jurisdiction	Ft. Pierce
Date Performed	1/14/2025	East/West Street	Okeechobee Rd
Analysis Year	2024	North/South Street	Gordy Rd
Time Analyzed	AM Peak Hour	Peak Hour Factor	0.91
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	Existing		

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	2	0	0	1	2	0		0	1	0		0	0	0
Configuration		LT		TR		L	T				LR					
Volume (veh/h)		4	641	18	14	7	561			6		17				
Percent Heavy Vehicles (%)		3			3	3				3		3				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type | Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1			6.4	4.1				7.5		6.9				
Critical Headway (sec)		4.16			6.46	4.16				7.56		6.96				
Base Follow-Up Headway (sec)		2.2			2.5	2.2				3.5		3.3				
Follow-Up Headway (sec)		2.23			2.53	2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		4				23					25					
Capacity, c (veh/h)		953				564					477					
v/c Ratio		0.00				0.04					0.05					
95% Queue Length, Q_{95} (veh)		0.0				0.1					0.2					
95% Queue Length, Q_{95} (ft)		0.0				2.6					5.1					
Control Delay (s/veh)		8.8	0.1			11.7					13.0					
Level of Service (LOS)		A	A			B					B					
Approach Delay (s/veh)	0.1				0.4				13.0							
Approach LOS	A				A				B							

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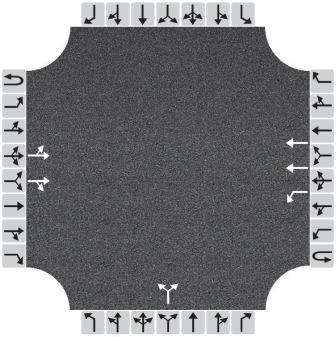
HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	James Kemp	Intersection	Gordy Rd and Okeechobee
Agency/Co.	O’Rourke Engineering	Jurisdiction	Ft. Pierce
Date Performed	1/14/2025	East/West Street	Okeechobee Rd
Analysis Year	2024	North/South Street	Gordy Rd
Time Analyzed	PM Peak Hour	Peak Hour Factor	0.93
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	Existing		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	2	0	0	1	2	0		0	1	0		0	0	0
Configuration		LT		TR		L	T				LR					
Volume (veh/h)		5	637	27	35	17	1043			16		16				
Percent Heavy Vehicles (%)		3			3	3				3		3				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type | Storage	Left Only								1							

Critical and Follow-up Headways

	EB U	EB L	EB T	EB R	WB U	WB L	WB T	WB R	NB U	NB L	NB T	NB R	SB U	SB L	SB T	SB R
Base Critical Headway (sec)		4.1			6.4	4.1				7.5		6.9				
Critical Headway (sec)		4.16			6.46	4.16				7.56		6.96				
Base Follow-Up Headway (sec)		2.2			2.5	2.2				3.5		3.3				
Follow-Up Headway (sec)		2.23			2.53	2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

	EB U	EB L	EB T	EB R	WB U	WB L	WB T	WB R	NB U	NB L	NB T	NB R	SB U	SB L	SB T	SB R
Flow Rate, v (veh/h)		5				56					34					
Capacity, c (veh/h)		613				571					318					
v/c Ratio		0.01				0.10					0.11					
95% Queue Length, Q_{95} (veh)		0.0				0.3					0.4					
95% Queue Length, Q_{95} (ft)		0.0				7.7					10.2					
Control Delay (s/veh)		10.9	0.1			12.0					17.7					
Level of Service (LOS)		B	A			B					C					
Approach Delay (s/veh)	0.2				0.6				17.7							
Approach LOS	A				A				C							

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TURNING MOVEMENT VOLUME COUNTS

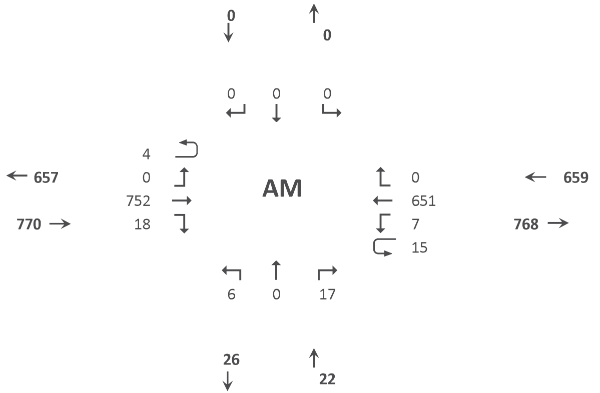
N/S STREET: Gordy Rd
FILENAME: Gordy Rd & Okeechobee - TMC - Background
COUNT DATE: 8/17/2022 **DAY**: Tuesday
REPORT DATE: 9/1/2023 **ANALYSIS YEAR**: 2026

E/W STREET: Okeechobee RD
CITY: Fort Perice
Background

	Northbound			Southbound			Eastbound				Westbound					
15 Min Period	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	Uturn	WBL	WBT	WBR	Uturn	TOTAL	ONE HOUR SUM
7:00-7:15	2	0	3	0	0	0	0	85	2	0	2	127	0	2	223	1005
7:15-7:30	5	0	2	0	0	0	0	126	2	0	3	114	0	2	254	1052
7:30-7:45	3	0	6	0	0	0	0	137	1	2	2	121	0	0	272	1042
7:45-8:00	0	0	4	0	0	0	0	133	3	0	0	114	0	2	256	1062
8:00-8:15	3	0	5	0	0	0	0	119	5	2	2	132	0	2	270	1054
8:15-8:30	2	0	2	0	0	0	0	132	4	0	1	99	0	4	244	
8:30-8:45	0	0	3	0	0	0	0	153	3	1	3	125	0	4	292	
8:45-9:00	1	0	2	0	0	0	0	152	2	0	2	87	0	2	248	

AM PEAK HOUR IS FROM:	7:45AM TO 8:45AM														
Volumes	5	0	14	0	0	0	0	537	15	3	6	470	0	12	1062
Season Factor	6	0	16	0	0	0	0	628	18	4	7	550	0	14	1229
Growth	6	0	17	0	0	0	0	654	18	4	7	572	0	15	1278
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Background								98				79			
Total	6	0	17	0	0	0	0	752	18	4	7	651	0	15	1455

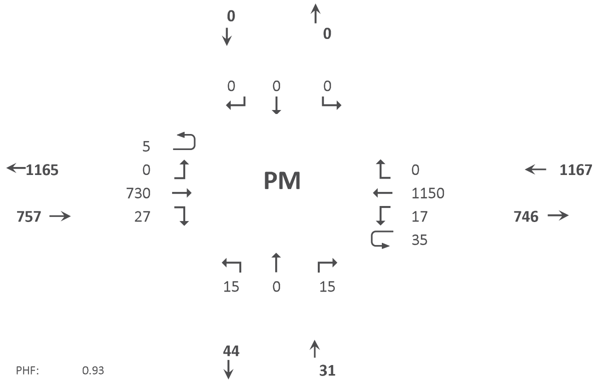
PHF:	0.91
Seasonal Factor:	1.17
Trips In	0
Trips Out	0
Growth Rate:	1.01
Years Grown:	4



	Northbound			Southbound			Eastbound				Westbound					
15 Min Period lanes	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	Uturn	WBL	WBT	WBR	Uturn	TOTAL	ONE HOUR SUM
4:00-4:15	3	0	1	0	0	0	0	109	3	1	2	186	0	4	309	1384
4:15-4:30	3	0	1	0	0	0	0	128	2	0	1	212	0	6	353	1473
4:30-4:45	6	0	4	0	0	0	0	128	2	0	2	198	0	5	345	1478
4:45-5:00	4	0	2	0	0	0	0	135	5	1	5	217	0	8	377	1479
5:00-5:15	4	0	5	0	0	0	0	126	6	2	4	243	0	8	398	1407
5:15-5:30	2	0	2	0	0	0	0	138	4	1	2	204	0	5	358	
5:30-5:45	3	0	4	0	0	0	0	126	7	0	3	195	0	8	346	
5:45-6:00	4	0	2	0	0	0	0	104	3	0	5	180	0	7	305	

PM PEAK HOUR IS FROM:	4:45PM TO 5:45PM														
Volumes	13	0	13	0	0	0	0	525	22	4	14	859	0	29	1479
Season Factor	15	0	15	0	0	0	0	614	26	5	16	1005	0	34	1697
Growth	15	0	15	0	0	0	0	639	27	5	17	1046	0	35	1764
In/Out	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Project	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**
Background								91				104			
Total	15	0	15	0	0	0	0	730	27	5	17	1150	0	35	1959

PHF:	0.93
Seasonal Factor:	1.17
Growth Rate:	1.01
Trips In:	0
Trips Out:	0
Years Grown:	4

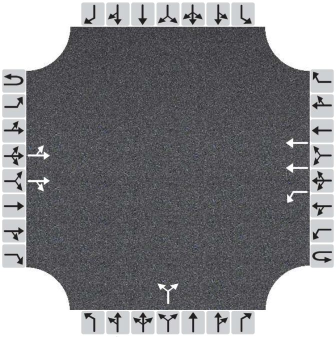


HCS Two-Way Stop-Control Report

General Information / Site Information

Analyst	James Kemp	Intersection	Gordy Rd and Okeechobee
Agency/Co.	O'Rourke Engineering	Jurisdiction	Ft. Pierce
Date Performed	8/31/2023	East/West Street	Okeechobee Rd
Analysis Year	2026	North/South Street	Gordy Rd
Time Analyzed	AM Peak Hour	Peak Hour Factor	0.91
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	Background without Project		

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	2	0	0	1	2	0		0	1	0		0	0	0
Configuration		LT		TR		L	T				LR					
Volume (veh/h)		4	752	18	15	7	651			6		17				
Percent Heavy Vehicles (%)		3			3	3				3		3				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type | Storage	Left Only								1							

Critical and Follow-up Headways

	EB U	EB L	EB T	EB R	WB U	WB L	WB T	WB R	NB U	NB L	NB T	NB R	SB U	SB L	SB T	SB R
Base Critical Headway (sec)		4.1			6.4	4.1				7.5		6.9				
Critical Headway (sec)		4.16			6.46	4.16				7.56		6.96				
Base Follow-Up Headway (sec)		2.2			2.5	2.2				3.5		3.3				
Follow-Up Headway (sec)		2.23			2.53	2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

	EB U	EB L	EB T	EB R	WB U	WB L	WB T	WB R	NB U	NB L	NB T	NB R	SB U	SB L	SB T	SB R
Flow Rate, v (veh/h)		4				24					25					
Capacity, c (veh/h)		874				474					418					
v/c Ratio		0.01				0.05					0.06					
95% Queue Length, Q_{95} (veh)		0.0				0.2					0.2					
95% Queue Length, Q_{95} (ft)		0.0				5.1					5.1					
Control Delay (s/veh)		9.1	0.1			13.0					14.2					
Level of Service (LOS)		A	A			B					B					
Approach Delay (s/veh)	0.1				0.4				14.2							
Approach LOS	A				A				B							

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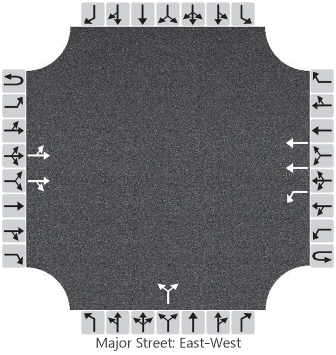
HCS Two-Way Stop-Control Report

General Information | Site Information

Analyst	James Kemp	Intersection	Gordy Rd and Okeechobee
Agency/Co.	O'Rourke Engineering	Jurisdiction	Ft. Pierce
Date Performed	8/31/2023	East/West Street	Okeechobee Rd
Analysis Year	2026	North/South Street	Gordy Rd
Time Analyzed	PM Peak Hour	Peak Hour Factor	0.93
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	Background without Project		

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	2	0	0	1	2	0		0	1	0		0	0	0
Configuration		LT		TR		L	T				LR					
Volume (veh/h)		5	730	27	35	17	1150			15		15				
Percent Heavy Vehicles (%)		3			3	3				3		3				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type | Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1			6.4	4.1				7.5		6.9				
Critical Headway (sec)		4.16			6.46	4.16				7.56		6.96				
Base Follow-Up Headway (sec)		2.2			2.5	2.2				3.5		3.3				
Follow-Up Headway (sec)		2.23			2.53	2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		5				56					32					
Capacity, c (veh/h)		554				499					279					
v/c Ratio		0.01				0.11					0.12					
95% Queue Length, Q_{95} (veh)		0.0				0.4					0.4					
95% Queue Length, Q_{95} (ft)		0.0				10.2					10.2					
Control Delay (s/veh)		11.6	0.1			13.1					19.6					
Level of Service (LOS)		B	A			B					C					
Approach Delay (s/veh)	0.2				0.6				19.6							
Approach LOS	A				A				C							

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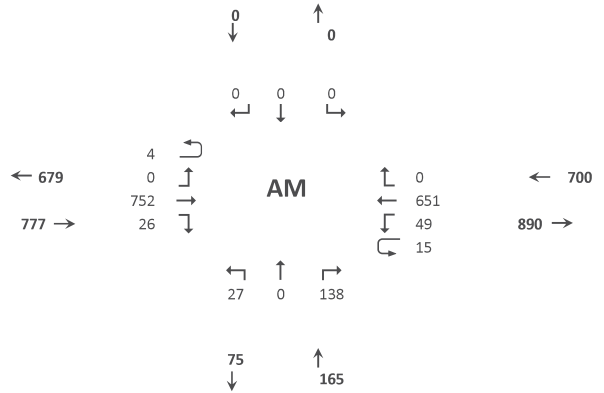
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Gordy Rd
E/W STREET: Okeechobee RD
FILENAME: Gordy Rd & Okeechobee - TMC - with Project
COUNT DATE: 8/17/2022 **DAY**: Tuesday **CITY**: Fort Pierce
REPORT DATE: 9/1/2023 **ANALYSIS YEAR**: 2026 with Project

15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Uturn	Westbound WBL	WBT	WBR	Uturn	TOTAL	ONE HOUR SUM
7:00-7:15	2	0	3	0	0	0	0	85	2	0	2	127	0	2	223	1005
7:15-7:30	5	0	2	0	0	0	0	126	2	0	3	114	0	2	254	1052
7:30-7:45	3	0	6	0	0	0	0	137	1	2	2	121	0	0	272	1042
7:45-8:00	0	0	4	0	0	0	0	133	3	0	0	114	0	2	256	1062
8:00-8:15	3	0	5	0	0	0	0	119	5	2	2	132	0	2	270	1054
8:15-8:30	2	0	2	0	0	0	0	132	4	0	1	99	0	4	244	
8:30-8:45	0	0	3	0	0	0	0	153	3	1	3	125	0	4	292	
8:45-9:00	1	0	2	0	0	0	0	152	2	0	2	87	0	2	248	
AM PEAK HOUR IS FROM:		7:45AM TO 8:45AM														
Volumes	5	0	14	0	0	0	0	537	15	3	6	470	0	12	1062	
Season Factor	6	0	16	0	0	0	0	628	18	4	7	550	0	14	1229	
Growth	6	0	17	0	0	0	0	654	18	4	7	572	0	15	1278	
In/Out	OUT	-	OUT	-	-	-	-	-	IN	-	IN	-	-	-	-	
Percentage	15%	0%	85%	0%	0%	0%	0%	0%	15%	0%	85%	0%	0%	0%	0%	
PROJECT	21	0	122	0	0	0	0	0	7	0	42	0	0	0	**0**	
Background								98				79				
Total	27	0	138	0	0	0	0	752	26	4	49	651	0	15	1647	

PHF: 0.91
Seasonal Factor: 1.17
Trips In 49
Trips Out 143
Growth Rate: 1.01
Years Grown: 4



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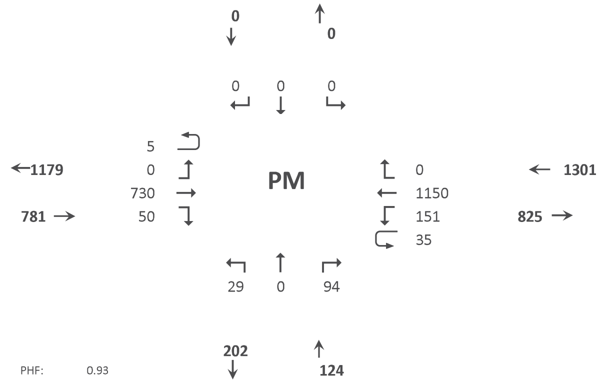
15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Uturn	Westbound WBL	WBT	WBR	Uturn	TOTAL	ONE HOUR SUM
4:00-4:15	3	0	1	0	0	0	0	109	3	1	2	186	0	4	309	1384
4:15-4:30	3	0	1	0	0	0	0	128	2	0	1	212	0	6	353	1473
4:30-4:45	6	0	4	0	0	0	0	128	2	0	2	198	0	5	345	1478
4:45-5:00	4	0	2	0	0	0	0	135	5	1	5	217	0	8	377	1479
5:00-5:15	4	0	5	0	0	0	0	126	6	2	4	243	0	8	398	1407
5:15-5:30	2	0	2	0	0	0	0	138	4	1	2	204	0	5	358	
5:30-5:45	3	0	4	0	0	0	0	126	7	0	3	195	0	8	346	
5:45-6:00	4	0	2	0	0	0	0	104	3	0	5	180	0	7	305	
PM PEAK HOUR IS FROM:		4:45PM TO 5:45PM														
Volumes	13	0	13	0	0	0	0	525	22	4	14	859	0	29	1479	
Season Factor	15	0	15	0	0	0	0	614	26	5	16	1005	0	34	1697	
Growth	15	0	15	0	0	0	0	639	27	5	17	1046	0	35	1764	
In/Out	OUT	-	OUT	-	-	-	-	-	IN	-	IN	-	-	-	-	
Percentage	15%	0%	85%	0%	0%	0%	0%	0%	15%	0%	85%	0%	0%	0%	0%	
Project	14	0	79	0	0	0	0	0	24	0	134	0	0	0	**0**	
Background								91				104				
Total	29	0	94	0	0	0	0	730	50	5	151	1150	0	35	2210	

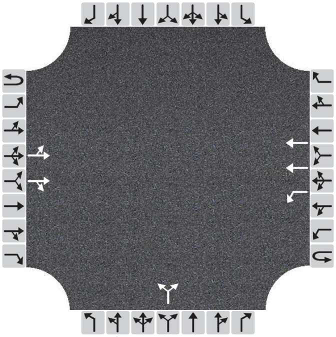
PHF: 0.93
Seasonal Factor: 1.17
Growth Rate: 1.01
Trips In: 158
Trips Out: 93
Years Grown: 4



HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	Kyle Scherer	Intersection	Gordy Rd and Okeechobee
Agency/Co.	O'Rourke Engineering & Pl	Jurisdiction	Ft. Pierce
Date Performed	2/14/2024	East/West Street	Okeechobee Rd
Analysis Year	2026	North/South Street	Gordy Rd
Time Analyzed	AM Peak Hour	Peak Hour Factor	0.91
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	Future Total with Project		

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	2	0	0	1	2	0		0	1	0		0	0	0
Configuration		LT		TR		L	T				LR					
Volume (veh/h)		4	752	26	15	49	651			27		138				
Percent Heavy Vehicles (%)		3			3	3				3		3				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type | Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1			6.4	4.1				7.5		6.9				
Critical Headway (sec)		4.16			6.46	4.16				7.56		6.96				
Base Follow-Up Headway (sec)		2.2			2.5	2.2				3.5		3.3				
Follow-Up Headway (sec)		2.23			2.53	2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		4				70					181					
Capacity, c (veh/h)		874				565					448					
v/c Ratio		0.01				0.12					0.41					
95% Queue Length, Q_{95} (veh)		0.0				0.4					1.9					
95% Queue Length, Q_{95} (ft)		0.0				10.2					48.6					
Control Delay (s/veh)		9.1	0.1			12.3					18.4					
Level of Service (LOS)		A	A			B					C					
Approach Delay (s/veh)	0.1				1.1				18.4							
Approach LOS	A				A				C							

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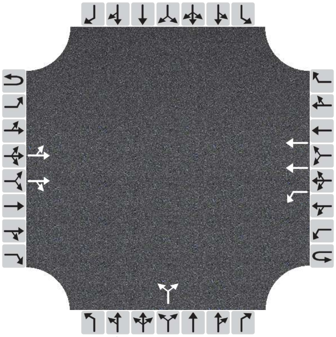
HCS Two-Way Stop-Control Report

General Information / Site Information

General Information		Site Information	
Analyst	James Kemp	Intersection	Gordy Rd and Okeechobee
Agency/Co.	O'Rourke Engineering & Pl	Jurisdiction	Ft. Pierce
Date Performed	2/14/2024	East/West Street	Okeechobee Rd
Analysis Year	2026	North/South Street	Gordy Rd
Time Analyzed	PM Peak Hour	Peak Hour Factor	0.93
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	Future Total with Project		

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	2	0	0	1	2	0		0	1	0		0	0	0
Configuration		LT		TR		L	T				LR					
Volume (veh/h)		5	730	50	35	151	1150			29		94				
Percent Heavy Vehicles (%)		3			3	3				3		3				
Proportion Time Blocked																
Percent Grade (%)									0							
Right Turn Channelized																
Median Type | Storage	Left Only								1							

Critical and Follow-up Headways

Base Critical Headway (sec)		4.1			6.4	4.1				7.5		6.9				
Critical Headway (sec)		4.16			6.46	4.16				7.56		6.96				
Base Follow-Up Headway (sec)		2.2			2.5	2.2				3.5		3.3				
Follow-Up Headway (sec)		2.23			2.53	2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		5				200					132					
Capacity, c (veh/h)		554				633					295					
v/c Ratio		0.01				0.32					0.45					
95% Queue Length, Q_{95} (veh)		0.0				1.4					2.2					
95% Queue Length, Q_{95} (ft)		0.0				35.8					56.3					
Control Delay (s/veh)		11.6	0.1			13.3					26.8					
Level of Service (LOS)		B	A			B					D					
Approach Delay (s/veh)	0.2				1.8				26.8							
Approach LOS	A				A				D							

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Fort Pierce, FL

ECONOLITE

MOVING TRAFFIC FORWARD

SR70 & Kings Hwy (SR713) - Cobalt [redacted]- Econolite Type - Cobalt

Controller Timing Plan (MM) 2-1

Plan 1 - "" NE-L / W-T / SE-L / N-T / W-L / E-T / NW-L / S-T /

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction	~~N~~	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
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	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
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

TURNING MOVEMENT VOLUME COUNTS

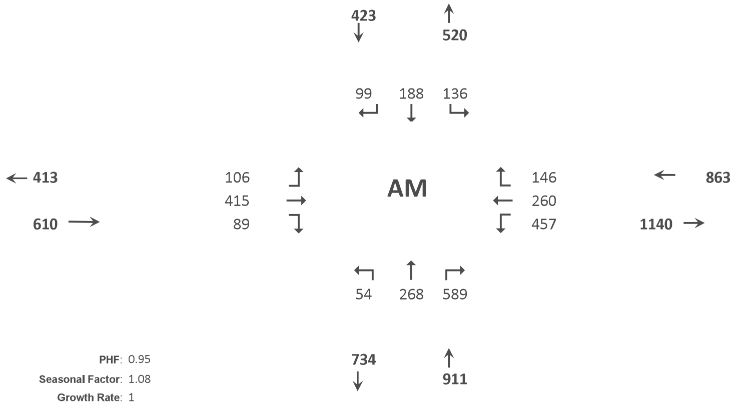
N/S STREET: Kings Highway
E/W STREET: Okeechobee Rd
CONTROL: Signalized
FILENAME:
COUNT DATE: 1/8/2025
DAY: Wednesday
CITY: St Lucie
REPORT DATE: 1/10/2025
ANALYSIS YEAR: 2025
Existing

	Northbound			Southbound			Eastbound			Westbound				
15 Min Period	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	11	53	81	25	38	15	15	85	11	97	56	28	515	2418
7:15-7:30	13	60	97	29	34	23	23	104	12	86	66	30	577	2521
7:30-7:45	14	68	112	33	48	23	23	114	19	102	62	27	645	2598
7:45-8:00	12	66	140	28	37	23	27	105	20	113	72	38	681	2534
8:00-8:15	12	61	156	29	45	22	23	75	20	100	46	29	618	2344
8:15-8:30	12	53	137	36	44	24	25	90	23	108	61	41	654	
8:30-8:45	14	48	111	32	40	17	21	81	20	97	66	34	581	
8:45-9:00	12	44	105	30	30	18	16	60	13	87	48	28	491	

AM PEAK HOUR IS FROM:	7:30 AM TO 8:30AM												
Volumes	50	248	545	126	174	92	98	384	82	423	241	135	2598
Season Factor	54	268	589	136	188	99	106	415	89	457	260	146	2806
Growth	54	268	589	136	188	99	106	415	89	457	260	146	2807
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
Total	54	268	589	136	188	99	106	415	89	457	260	146	2807

PHF: 0.95
Seasonal Factor: 1.08
Growth Rate: 1
Years Grown: 0

Trips In	Trips Out
0	0



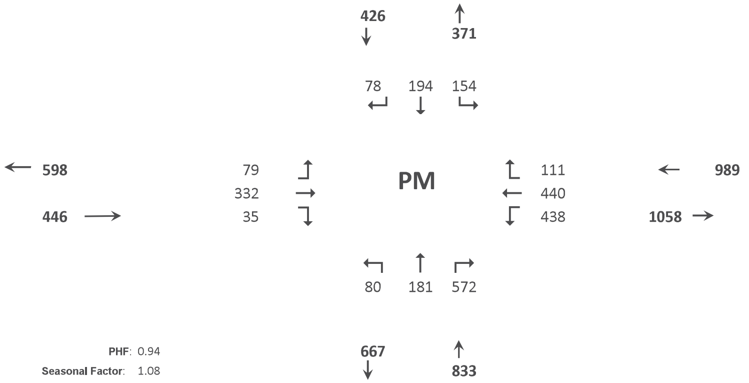
Okeechobee Rd & Kings Hwy
Existing

	Northbound			Southbound			Eastbound			Westbound				
15 Min Period lanes	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	10	39	126	30	86	20	18	64	15	112	92	36	648	2503
4:15-4:30	13	30	97	38	61	28	17	65	10	129	106	28	622	2500
4:30-4:45	21	38	116	42	51	9	12	90	9	109	112	29	638	2559
4:45-5:00	18	35	121	27	43	14	16	78	13	94	105	31	595	2552
5:00-5:15	15	39	152	42	54	20	17	75	8	104	99	20	645	2495
5:15-5:30	15	47	147	40	43	19	15	96	6	107	125	21	681	
5:30-5:45	22	39	122	33	49	19	21	69	11	115	102	29	631	
5:45-6:00	22	43	109	28	34	14	20	67	7	80	81	33	538	

PM PEAK HOUR IS FROM:	4:30 PM TO 5:30PM												
Volumes	74	168	530	143	180	72	73	307	32	406	407	103	2495
Season Factor	80	181	572	154	194	78	79	332	35	438	440	111	2695
Growth	80	181	572	154	194	78	79	332	35	438	440	111	2694
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
Total	80	181	572	154	194	78	79	332	35	438	440	111	2694

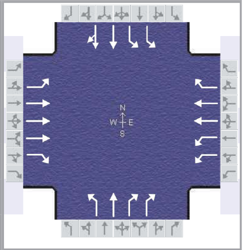
PHF: 0.94
Seasonal Factor: 1.08
Growth Rate: 1
Years Grown: 0

Trips In	Trips Out



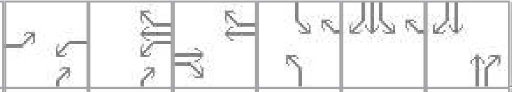
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	James Kemp	Analysis Date	Jan 14, 2025	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	AM Peak Hour	PHF	0.95
Urban Street	Okeechobee Road	Analysis Year	2025	Analysis Period	1> 7:00
Intersection	Kings Highway	File Name	C6 - Okeechobee & Kings - Existing - AM.xus		
Project Description	Existing				

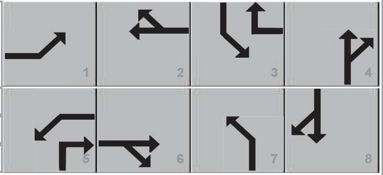


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	106	415	89	457	260	146	54	268	589	136	188	99

Signal Information			
Cycle, s	51.5	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On



Green	4.3	1.6	8.3	2.8	1.6	13.0
Yellow	3.0	3.0	3.0	3.0	0.0	3.0
Red	1.0	1.0	1.0	1.0	0.0	1.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	2.0	3.0	2.0	3.0	2.0	3.0	2.0	4.0
Phase Duration, s	8.3	12.3	13.8	17.9	6.8	17.0	8.4	18.6
Change Period, ($Y+R_c$), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Max Allow Headway (*MAH*), s	3.1	3.1	3.1	3.1	3.1	3.2	3.1	3.2
Queue Clearance Time (g_s), s	5.1	6.0	8.6	5.5	3.6	10.0	4.0	5.5
Green Extension Time (g_e), s	0.2	2.3	1.2	2.3	0.1	3.0	0.3	3.0
Phase Call Probability	0.80	1.00	1.00	1.00	0.56	1.00	0.87	1.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (*v*), veh/h	112	437	94	481	274	154	57	282	620	143	156	146
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1725	1610	1757	1809	1610	1810	1900	1425	1757	1900	1684
Queue Service Time (g_s), s	3.1	4.0	2.7	6.6	3.1	3.5	1.6	6.7	8.0	2.0	3.3	3.5
Cycle Queue Clearance Time (g_c), s	3.1	4.0	2.7	6.6	3.1	3.5	1.6	6.7	8.0	2.0	3.3	3.5
Green Ratio (*g/C*)	0.08	0.16	0.16	0.19	0.27	0.35	0.71	0.25	0.44	0.08	0.28	0.28
Capacity (*c*), veh/h	150	836	260	671	975	571	98	481	1265	298	538	477
Volume-to-Capacity Ratio (*X*)	0.745	0.522	0.360	0.717	0.281	0.269	0.577	0.587	0.490	0.481	0.290	0.306
Back of Queue (*Q*), ft/ln (95 th percentile)	59	64	41	109	49	48	30	116	87	34	56	52
Back of Queue (*Q*), veh/ln (95 th percentile)	2.4	2.6	1.6	4.3	2.0	1.9	1.2	4.6	3.5	1.4	2.2	2.1
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	23.1	19.8	19.3	19.6	14.9	11.9	23.8	16.9	10.2	22.5	14.4	14.5
Incremental Delay (d_2), s/veh	2.8	0.2	0.3	0.5	0.1	0.1	2.0	0.4	0.1	0.4	0.1	0.1
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	25.9	20.0	19.6	20.1	15.0	12.0	25.8	17.3	10.3	23.0	14.6	14.7
Level of Service (LOS)	C	C	B	C	B	B	C	B	B	C	B	B
Approach Delay, s/veh / LOS	21.0	C		17.2	B		13.3	B		17.3	B	
Intersection Delay, s/veh / LOS	16.8						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.43	B	2.26	B	2.69	C	2.55	C
Bicycle LOS Score / LOS	0.84	A	1.24	A	2.07	B	0.85	A

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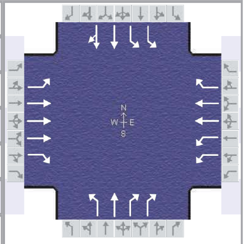
HCS Signalized Intersection Results Summary

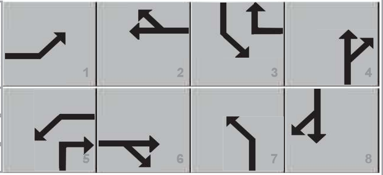
General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	James Kemp	Analysis Date	Jan 14, 2025	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	PM Peak Hour	PHF	0.94
Urban Street	Okeechobee Road	Analysis Year	2025	Analysis Period	1> 7:00
Intersection	Kings Highway	File Name	C6 - Okeechobee & Kings - Existing - PM.xus		
Project Description	Existing				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	79	332	35	438	440	111	80	181	572	154	194	78

Signal Information			
Cycle, s	49.6	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	3.4	1.9	7.5	3.5	1.0	12.4
Yellow	3.0	3.0	3.0	3.0	0.0	3.0
Red	1.0	1.0	1.0	1.0	0.0	1.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	2.0	3.0	2.0	3.0	2.0	3.0	2.0	4.0
Phase Duration, s	7.4	11.5	13.3	17.3	7.5	16.4	8.5	17.4
Change Period, ($Y+R_c$), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Max Allow Headway (*MAH*), s	3.1	3.1	3.1	3.1	3.1	3.2	3.1	3.2
Queue Clearance Time (g_s), s	4.3	5.1	8.2	7.4	4.3	9.6	4.2	5.2
Green Extension Time (g_e), s	0.1	2.4	1.1	2.4	0.1	2.7	0.4	2.8
Phase Call Probability	0.69	1.00	1.00	1.00	0.69	1.00	0.90	1.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (*v*), veh/h	84	353	37	466	468	118	85	193	609	164	148	141
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1725	1610	1757	1809	1610	1810	1900	1425	1757	1900	1718
Queue Service Time (g_s), s	2.3	3.1	1.0	6.2	5.4	2.5	2.3	4.2	7.6	2.2	3.1	3.2
Cycle Queue Clearance Time (g_c), s	2.3	3.1	1.0	6.2	5.4	2.5	2.3	4.2	7.6	2.2	3.1	3.2
Green Ratio (*g/C*)	0.07	0.15	0.15	0.19	0.27	0.36	0.71	0.25	0.44	0.09	0.27	0.27
Capacity (*c*), veh/h	126	780	243	661	974	579	127	473	1246	318	512	463
Volume-to-Capacity Ratio (*X*)	0.668	0.453	0.153	0.705	0.481	0.204	0.672	0.407	0.488	0.516	0.290	0.304
Back of Queue (*Q*), ft/ln (95 th percentile)	42	50	15	100	85	33	43	71	82	38	51	49
Back of Queue (*Q*), veh/ln (95 th percentile)	1.7	2.0	0.6	4.0	3.4	1.3	1.7	2.9	3.3	1.5	2.1	2.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	22.6	19.2	18.4	18.9	15.3	11.0	22.6	15.6	10.0	21.6	14.4	14.4
Incremental Delay (d_2), s/veh	2.3	0.2	0.1	0.5	0.1	0.1	2.3	0.2	0.1	0.5	0.1	0.1
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	24.9	19.4	18.5	19.4	15.4	11.1	24.9	15.8	10.1	22.1	14.5	14.6
Level of Service (LOS)	C	B	B	B	B	B	C	B	B	C	B	B
Approach Delay, s/veh / LOS	20.3		C	16.7		B	12.8		B	17.3		B
Intersection Delay, s/veh / LOS	16.2						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.43	B	2.26	B	2.69	C	2.55	C
Bicycle LOS Score / LOS	0.75	A	1.36	A	1.95	B	0.86	A

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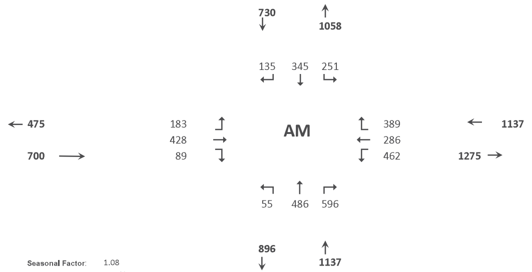
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Kings Highway
E/W STREET: Okeechobee Rd
CONTROL: Signalized
FILENAME:
COUNT DATE: 1/8/2025
DAY: Wednesday
CITY: St Lucie
REPORT DATE: 1/10/2025
ANALYSIS YEAR: 2026
Background

15 Min Period	**Northbound**			**Southbound**			**Eastbound**			**Westbound**				
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	11	53	81	25	38	15	15	85	11	97	56	28	515	2418
7:15-7:30	13	60	97	29	34	23	23	104	12	86	66	30	577	2521
7:30-7:45	14	68	112	33	48	23	23	114	19	102	62	27	645	2598
7:45-8:00	12	66	140	28	37	23	27	105	20	113	72	38	681	2534
8:00-8:15	12	61	156	29	45	22	23	75	20	100	46	29	618	2344
8:15-8:30	12	53	137	36	44	24	25	90	23	108	61	41	654	
8:30-8:45	14	48	111	32	40	17	21	81	20	97	66	34	581	
8:45-9:00	12	44	105	30	30	18	16	60	13	87	48	28	491	



AM PEAK HOUR IS FROM: **7:30 AM TO 8:30AM**

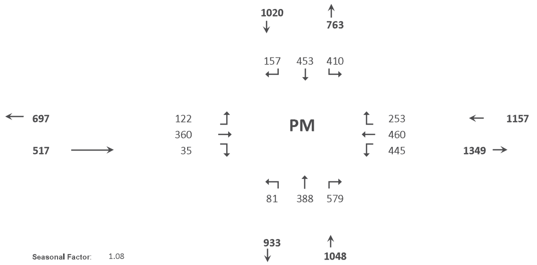
Seasonal Factor: 1.08
Growth Rate: 1.00%
Years Grown: 1

Trips In	**Trips Out**
0	0

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL			
Volumes	50	248	545	126	174	92	98	384	82	423	241	135	2598			
Season Factor	54	268	589	136	188	99	106	415	89	457	260	146	2806			
Growth	55	271	594	137	190	100	107	419	89	461	263	147	2834			
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			
Total	55	271	594	137	190	100	107	419	89	461	263	147	2834			
Other Projects																
Percentage	0%	8%	0%	5%	8%	5%	5%	0%	0%	0%	0%	5%	0%	**Project Name**		
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		KRE	**Trips In**	**Trips Out**
PROJECT	0	31	0	6	9	6	20	0	0	0	0	20	0		393	117
%	0%	0%	0%	10%	0%	0%	0%	0%	0%	0%	0%	10%				
In/Out	-	-	-	OUT	-	-	-	-	-	-	-	IN		Sunnyland		
Volume	0	0	0	22	0	0	0	0	0	0	0	8	0		75	223
%	0%	5%	0%	30%	5%	5%	5%	0%	0%	0%	0%	30%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		Project Hunt		
Volume	0	4	0	5	1	1	4	0	0	0	0	23	0		76	17
%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%				
In/Out	-	-	-	-	-	-	-	-	-	-	-	-		St. Lucie Commerce Center		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0		141	31
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Whispering Oaks		
Volume	0	0	0	0	0	0	0	2	0	0	8	0	0		45	167
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Bent Creek		
Volume	0	0	0	0	0	0	0	3	0	0	9	0	0		62	186
%	0%	5%	0%	5%	5%	5%	5%	0%	0%	0%	0%	5%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		Wawa Kings		
Volume	0	3	0	3	3	3	3	0	0	0	0	3	0		63	64
%	0%	37%	0%	11%	37%	4%	4%	0%	0%	0%	0%	11%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		Kings Highway Warehouse		
Volume	0	127	0	38	126	14	14	0	0	0	0	38	0		342	341
%	0%	8%	0%	30%	8%	5%	5%	0%	0%	0%	0%	30%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		Kings Highway Commerce Park		
Volume	0	37	0	34	9	6	23	0	0	0	0	139	0	/ White Parcel	463	114
%	0%	20%	0%	0%	20%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	IN	-	-	OUT	-	-	IN	-	-	OUT	-		Walsh Crossroads		
Volume	0	1	0	0	1	0	0	0	0	0	0	0	0		7	5
%	0%	0%	5%	0%	0%	0%	0%	5%	0%	5%	5%	0%				
In/Out	-	-	IN	-	-	-	-	IN	-	OUT	OUT	-		Project Hurricane		
Volume	0	0	2	0	0	0	0	2	0	1	1	0	0		36	12
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Celebration Point		
Volume	0	0	0	0	0	0	0	2	0	0	5	0	0		30	96
%	0%	5%	0%	5%	5%	5%	5%	0%	0%	0%	0%	5%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		Stonemont		
Volume	0	10	0	3	3	3	10	0	0	0	0	10	0		203	56
%	0.0%	5.0%	0.0%	5.0%	5.0%	5.0%	5.0%	0.0%	0.0%	0.0%	0.0%	5.0%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		7-11 Angle Road		
Volume	0	2	0	2	2	2	2	0	0	0	0	2	0		45	46
Subtotal	0	215	2	113	155	34	76	9	0	1	23	242	0			
Total	55	486	596	251	345	135	183	428	89	462	286	389	2834			

Okeechobee Rd & Kings Hwy
Background

15 Min Period lanes	**Northbound**			**Southbound**			**Eastbound**			**Westbound**				
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	10	39	126	30	86	20	18	64	15	112	92	36	648	2503
4:15-4:30	13	30	97	38	61	28	17	65	10	129	106	28	622	2500
4:30-4:45	21	38	116	42	51	9	12	90	9	109	112	29	638	2559
4:45-5:00	18	35	121	27	43	14	16	78	13	94	105	31	595	2552
5:00-5:15	15	39	152	42	54	20	17	75	8	104	99	20	645	2495
5:15-5:30	15	47	147	40	43	19	15	96	6	107	125	21	681	
5:30-5:45	22	39	122	33	49	19	21	69	11	115	102	29	631	
5:45-6:00	22	43	109	28	34	14	20	67	7	80	81	33	538	



PM PEAK HOUR IS FROM: **4:30 PM TO 5:30PM**

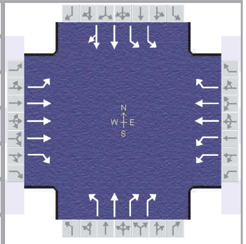
Seasonal Factor: 1.08
Growth Rate: 1.00%
Years Grown: 1

Trips In	**Trips Out**

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL			
Volumes	74	168	530	143	180	72	73	307	32	406	407	103	2495			
Season Factor	80	181	572	154	194	78	79	332	35	438	440	111	2695			
Growth	81	183	578	156	196	79	80	335	35	443	444	112	2722			
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			
Total	81	183	578	156	196	79	80	335	35	443	444	112	2722			
Other Projects																
%	0%	8%	0%	5%	8%	5%	5%	0%	0%	0%	0%	5.0%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		KRE	**Trips In**	**Trips Out**
PROJECT	0	12	0	19	31	19	8	0	0	0	0	8	97		151	389
%	0%	0%	0%	10%	0%	0%	0%	0%	0%	0%	0%	10%				
In/Out	-	-	-	OUT	-	-	-	-	-	-	-	IN		Sunnyland		
Volume	0	0	0	15	0	0	0	0	0	0	0	26	42		261	154
%	0%	5%	0%	30%	5%	5%	5%	0%	0%	0%	0%	30%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		Project Hunt		
Volume	0	1	0	17	3	3	1	0	0	0	0	6	30		19	57
%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%				
In/Out	-	-	-	-	-	-	-	-	-	-	-	-		St. Lucie Commerce Center		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0		52	196
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Whispering Oaks		
Volume	0	0	0	0	0	0	0	9	0	0	5	0	13		172	94
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Bent Creek		
Volume	0	0	0	0	0	0	0	10	0	0	6	0	15		193	113
%	0%	5%	0%	5%	5%	5%	5%	0%	0%	0%	0%	5%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		Wawa Kings		
Volume	0	3	0	3	3	3	3	0	0	0	0	3	17		57	58
%	0%	37%	0%	11%	37%	4%	4%	0%	0%	0%	0%	11%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		Kings Highway Warehouse		
Volume	0	169	0	50	169	18	18	0	0	0	0	50	476		458	216
%	0%	8%	0%	30%	8%	5%	5%	0%	0%	0%	0%	30%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		Kings Highway Commerce Park		
Volume	0	11	0	137	37	23	7	0	0	0	0	43	258	/ White Parcel	142	458
%	0%	20%	0%	0%	20%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	IN	-	-	OUT	-	-	IN	-	-	OUT	-		Walsh Crossroads		
Volume	0	2	0	0	2	0	0	1	0	0	1	0	5		10	11
%	0%	0%	5%	0%	0%	0%	0%	5%	0%	5%	5%	0%				
In/Out	-	-	IN	-	-	-	-	IN	-	OUT	OUT	-		Project Hurricane		
Volume	0	0	1	0	0	0	0	1	0	2	2	0	6		23	37
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Celebration Point		
Volume	0	0	0	0	0	0	0	5	0	0	3	0	8		100	57
%	0%	5%	0%	5%	5%	5%	5%	0%	0%	0%	0%	5%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		Stonemont		
Volume	0	4	0	10	10	10	4	0	0	0	0	4	39		70	192
%	0%	5%	0%	5%	5%	5%	5%	0%	0%	0%	0%	5%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		7-11 Angle Road		
Volume	0	2	0	2	2	2	2	0	0	0	0	2	12		40	40
Subtotal	0	204	1	254	257	78	42	25	0	2	16	141	1020			
Total	81	388	579	410	453	157	122	360	35	445	460	253	3741			

HCS Signalized Intersection Results Summary

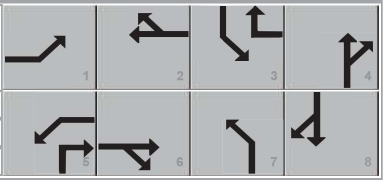
General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	James Kemp	Analysis Date	Jan 14, 2025	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	AM Peak Hour	PHF	0.95
Urban Street	Okeechobee Road	Analysis Year	2026	Analysis Period	1> 7:00
Intersection	Kings Highway	File Name	C6 - Okeechobee & Kings - Background - AM.xus		
Project Description	Background - without Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	183	428	89	462	286	389	55	486	596	251	345	135

Signal Information			
Cycle, s	88.3	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	11.5	3.6	20.3	3.8	1.3	27.8
Yellow	3.0	0.0	3.0	3.0	3.0	3.0
Red	1.0	0.0	1.0	1.0	1.0	1.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	2.0	3.0	2.0	3.0	2.0	3.0	2.0	4.0
Phase Duration, s	15.5	24.3	19.0	27.9	7.8	31.8	13.1	37.1
Change Period, ($Y+R_c$), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Max Allow Headway (*MAH*), s	3.1	3.2	3.1	3.2	3.1	3.2	3.1	3.2
Queue Clearance Time (g_s), s	11.2	8.5	13.8	20.9	4.8	24.3	8.5	11.1
Green Extension Time (g_e), s	0.3	3.2	1.2	2.9	0.1	3.4	0.6	4.1
Phase Call Probability	0.99	1.00	1.00	1.00	0.76	1.00	1.00	1.00
Max Out Probability	0.00	0.00	0.00	0.05	0.00	0.24	0.00	0.02

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (*v*), veh/h	193	451	94	486	301	409	58	512	627	264	262	243
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1725	1610	1757	1809	1610	1810	1900	1425	1757	1900	1719
Queue Service Time (g_s), s	9.2	6.5	4.2	11.8	5.9	18.9	2.8	22.3	12.9	6.5	8.9	9.1
Cycle Queue Clearance Time (g_c), s	9.2	6.5	4.2	11.8	5.9	18.9	2.8	22.3	12.9	6.5	8.9	9.1
Green Ratio (*g/C*)	0.13	0.23	0.23	0.17	0.27	0.37	0.04	0.32	0.49	0.10	0.38	0.38
Capacity (*c*), veh/h	235	1192	371	599	979	602	78	599	1385	362	713	645
Volume-to-Capacity Ratio (*X*)	0.818	0.378	0.253	0.812	0.307	0.680	0.741	0.854	0.453	0.729	0.368	0.376
Back of Queue (*Q*), ft/ln (95 th percentile)	185	118	71	216	110	278	60	402	173	124	169	157
Back of Queue (*Q*), veh/ln (95 th percentile)	7.4	4.7	2.9	8.6	4.4	11.1	2.4	16.1	6.9	5.0	6.8	6.3
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	37.5	28.7	27.9	35.4	25.7	23.3	41.9	28.4	15.0	38.5	20.1	20.1
Incremental Delay (d_2), s/veh	2.7	0.1	0.1	1.0	0.1	0.6	5.1	6.6	0.1	1.1	0.1	0.1
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	40.2	28.8	28.0	36.4	25.8	23.9	47.0	35.0	15.1	39.6	20.2	20.3
Level of Service (LOS)	D	C	C	D	C	C	D	D	B	D	C	C
Approach Delay, s/veh / LOS	31.7	C		29.5	C		25.1	C		26.9	C	
Intersection Delay, s/veh / LOS	28.0						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.44	B	2.28	B	2.70	C	2.57	C
Bicycle LOS Score / LOS	0.89	A	1.47	A	2.46	B	1.12	A

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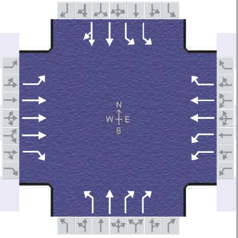
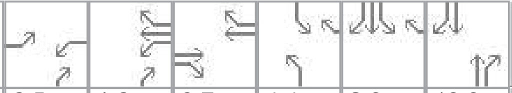
HCS Signalized Intersection Results Summary



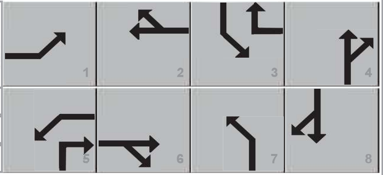
General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	James Kemp	Analysis Date	Jan 14, 2025	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	PM Peak Hour	PHF	0.94
Urban Street	Okeechobee Road	Analysis Year	2026	Analysis Period	1> 7:00
Intersection	Kings Highway	File Name	C6 - Okeechobee & Kings - Background - PM.xus		
Project Description	Background - without Project				

Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	122	360	35	445	460	253	81	388	579	410	453	157

Signal Information			
Cycle, s	69.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On



Green	6.5	1.6	9.7	4.4	2.9	19.9
Yellow	3.0	3.0	3.0	3.0	3.0	3.0
Red	1.0	1.0	1.0	1.0	1.0	1.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	2.0	3.0	2.0	3.0	2.0	3.0	2.0	4.0
Phase Duration, s	10.5	13.7	16.1	19.3	8.4	23.9	15.3	30.8
Change Period, (*Y+R* $_c$), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Max Allow Headway (*MAH*), s	3.1	3.1	3.1	3.1	3.1	3.2	3.1	3.2
Queue Clearance Time (*g* $_s$), s	6.8	6.8	10.9	10.5	5.2	15.7	10.2	11.3
Green Extension Time (*g* $_e$), s	0.2	2.9	1.1	2.9	0.1	4.1	1.0	4.2
Phase Call Probability	0.92	1.00	1.00	1.00	0.81	1.00	1.00	1.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.05	0.00	0.02

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (*v*), veh/h	130	383	37	473	489	269	86	413	616	436	338	311
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1725	1610	1757	1809	1610	1810	1900	1425	1757	1900	1733
Queue Service Time (*g* $_s$), s	4.8	4.8	1.4	8.9	8.4	8.5	3.2	13.7	10.2	8.2	9.2	9.3
Cycle Queue Clearance Time (*g* $_c$), s	4.8	4.8	1.4	8.9	8.4	8.5	3.2	13.7	10.2	8.2	9.2	9.3
Green Ratio (*g/C*)	0.09	0.14	0.14	0.18	0.22	0.39	0.06	0.29	0.46	0.16	0.39	0.39
Capacity (*c*), veh/h	172	729	227	617	802	621	116	548	1322	577	738	673
Volume-to-Capacity Ratio (*X*)	0.755	0.525	0.164	0.767	0.610	0.433	0.745	0.754	0.466	0.756	0.458	0.462
Back of Queue (*Q*), ft/ln (95 th percentile)	96	84	23	160	152	128	66	241	128	148	162	149
Back of Queue (*Q*), veh/ln (95 th percentile)	3.8	3.4	0.9	6.4	6.1	5.1	2.6	9.6	5.1	5.9	6.5	6.0
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (*d* $_1$), s/veh	30.6	27.6	26.2	27.2	24.3	15.7	31.9	22.4	12.7	27.6	15.8	15.8
Incremental Delay (*d* $_2$), s/veh	2.5	0.2	0.1	0.8	0.3	0.2	3.5	0.8	0.1	0.8	0.2	0.2
Initial Queue Delay (*d* $_3$), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	33.1	27.8	26.3	28.0	24.6	15.9	35.4	23.2	12.8	28.4	15.9	16.0
Level of Service (LOS)	C	C	C	C	C	B	D	C	B	C	B	B
Approach Delay, s/veh / LOS	29.0		C	24.0		C	18.4		B	20.9		C
Intersection Delay, s/veh / LOS	22.3						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.44	B	2.28	B	2.70	C	2.55	C
Bicycle LOS Score / LOS	0.79	A	1.50	B	2.33	B	1.38	A

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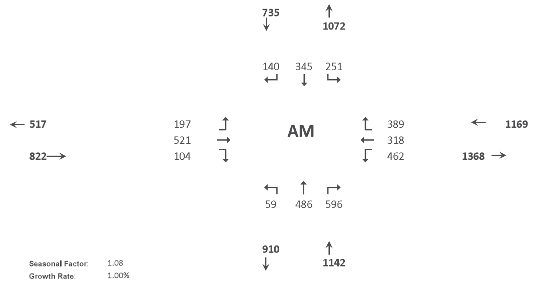
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Kings Highway
E/W STREET: Okeechobee Rd
CONTROL: Signalized
FILENAME:
COUNT DATE: 1/8/2025
DAY: Wednesday
CITY: St Lucie
REPORT DATE: 1/10/2025
ANALYSIS YEAR: 2026
Future Total

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	11	53	81	25	38	15	15	85	11	97	56	28	515	2418
7:15-7:30	13	60	97	29	34	23	23	104	12	86	66	30	577	2521
7:30-7:45	14	68	112	33	48	23	23	114	19	102	62	27	645	2598
7:45-8:00	12	66	140	28	37	23	27	105	20	113	72	38	681	2534
8:00-8:15	12	61	156	29	45	22	23	75	20	100	46	29	618	2344
8:15-8:30	12	53	137	36	44	24	25	90	23	108	61	41	654	
8:30-8:45	14	48	111	32	40	17	21	81	20	97	66	34	581	
8:45-9:00	12	44	105	30	30	18	16	60	13	87	48	28	491	



AM PEAK HOUR IS FROM: **7:30 AM TO 8:30AM**

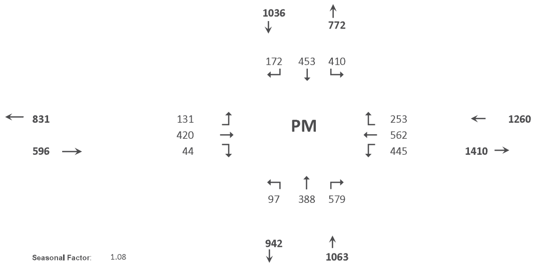
Seasonal Factor: 1.08
Growth Rate: 1.00%
Years Grown: 1

Trips In	**Trips Out**
49	143

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL			
Volumes	50	248	545	126	174	92	98	384	82	423	241	135	2598			
Season Factor	54	268	589	136	188	99	106	415	89	457	260	146	2806			
Growth	55	271	594	137	190	100	107	419	89	461	263	147	2834			
In/Out	IN	-	-	-	-	IN	OUT	OUT	OUT	-	IN	-				
Percentage	10%	0%	0%	0%	0%	10%	10%	65%	10%	0%	65%	0%				
PROJECT	5	0	0	0	0	5	14	93	14	0	32	0	163			
Total	59	271	594	137	190	105	121	512	104	461	295	147	2997			
Other Projects																
Percentage	0%	8%	0%	5%	8%	5%	5%	0%	0%	0%	0%	5%		**Project Name**		
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		KRE	Trips In	Trips Out
PROJECT	0	31	0	6	9	6	20	0	0	0	0	20	0		393	117
%	0%	0%	0%	10%	0%	0%	0%	0%	0%	0%	0%	10%				
In/Out	-	-	-	OUT	-	-	-	-	-	-	-	IN		Sunnyland		
Volume	0	0	0	22	0	0	0	0	0	0	0	8	0		75	223
%	0%	5%	0%	30%	5%	5%	5%	0%	0%	0%	0%	30%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		Project Hunt		
Volume	0	4	0	5	1	1	4	0	0	0	0	23	0		76	17
%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%				
In/Out	-	-	-	-	-	-	-	-	-	-	-	-		St. Lucie Commerce Center		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0		141	31
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Whispering Oaks		
Volume	0	0	0	0	0	0	0	2	0	0	8	0	0		45	167
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Bent Creek		
Volume	0	0	0	0	0	0	0	3	0	0	9	0	0		62	186
%	0%	5%	0%	5%	5%	5%	5%	0%	0%	0%	0%	5%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		Wawa Kings		
Volume	0	3	0	3	3	3	3	0	0	0	0	3	0		63	64
%	0%	37%	0%	11%	37%	4%	4%	0%	0%	0%	0%	11%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		Kings Highway Warehouse		
Volume	0	127	0	38	126	14	14	0	0	0	0	38	0		342	341
%	0%	8%	0%	30%	8%	5%	5%	0%	0%	0%	0%	30%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		Kings Highway Commerce Park/ White Parcel		
Volume	0	37	0	34	9	6	23	0	0	0	0	139	0		463	114
%	0%	20%	0%	0%	20%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	IN	-	-	OUT	-	-	IN	-	-	OUT	-		Walsh Crossroads		
Volume	0	1	0	0	1	0	0	0	0	0	0	0	0		7	5
%	0%	0%	5%	0%	0%	0%	0%	5%	0%	5%	5%	0%				
In/Out	-	-	IN	-	-	-	-	IN	-	OUT	OUT	-		Project Hurricane		
Volume	0	0	2	0	0	0	0	2	0	1	1	0	0		36	12
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Celebration Point		
Volume	0	0	0	0	0	0	0	2	0	0	5	0	0		30	96
%	0%	5%	0%	5%	5%	5%	5%	0%	0%	0%	0%	5%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		Stonemont		
Volume	0	10	0	3	3	3	10	0	0	0	0	10	0		203	56
%	0%	5%	0%	5%	5%	5%	5%	0%	0%	0%	0%	5%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		7-11 Angle Road		
Volume	0	2	0	2	2	2	2	0	0	0	0	2	0		45	46
Subtotal	5	215	2	113	155	39	90	102	14	1	55	242	163			
Total	59	486	596	251	345	140	197	521	104	462	318	389	2997			

Okeechobee Rd & Kings Hwy
Future Total

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	10	39	126	30	86	20	18	64	15	112	92	36	648	2503
4:15-4:30	13	30	97	38	61	28	17	65	10	129	106	28	622	2500
4:30-4:45	21	38	116	42	51	9	12	90	9	109	112	29	638	2559
4:45-5:00	18	35	121	27	43	14	16	78	13	94	105	31	595	2552
5:00-5:15	15	39	152	42	54	20	17	75	8	104	99	20	645	2495
5:15-5:30	15	47	147	40	43	19	15	96	6	107	125	21	681	
5:30-5:45	22	39	122	33	49	19	21	69	11	115	102	29	631	
5:45-6:00	22	43	109	28	34	14	20	67	7	80	81	33	538	



PM PEAK HOUR IS FROM: **4:30 PM TO 5:30PM**

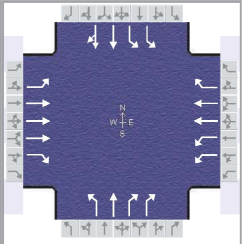
Seasonal Factor: 1.08
Growth Rate: 1.00%
Years Grown: 1

Trips In	**Trips Out**
158	93

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL			
Volumes	74	168	530	143	180	72	73	307	32	406	407	103	2495			
Season Factor	80	181	572	154	194	78	79	332	35	438	440	111	2695			
Growth	81	183	578	156	196	79	80	335	35	443	444	112	2722			
In/Out	IN	-	-	-	-	IN	OUT	OUT	OUT	-	IN	-				
Percentage	10%	0%	0%	0%	0%	10%	10%	65%	10%	0%	65%	0%				
PROJECT	16	0	0	0	0	16	9	60	9	0	103	0	213			
Total	97	183	578	156	196	94	89	395	44	443	547	112	2935			
Other Projects																
%	0%	8%	0%	5%	8%	5%	5%	0%	0%	0%	0%	5%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		KRE	**Trips In**	**Trips Out**
PROJECT	0	12	0	19	31	19	8	0	0	0	0	8	97		151	389
%	0%	0%	0%	10%	0%	0%	0%	0%	0%	0%	0%	10%				
In/Out	-	-	-	OUT	-	-	-	-	-	-	-	IN		Sunnyland		
Volume	0	0	0	15	0	0	0	0	0	0	0	26	42		261	154
%	0%	5%	0%	30%	5%	5%	5%	0%	0%	0%	0%	30%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		Project Hunt		
Volume	0	1	0	17	3	3	1	0	0	0	0	6	30		19	57
%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%				
In/Out	-	-	-	-	-	-	-	-	-	-	-	-		St. Lucie Commerce Center		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0		52	196
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Whispering Oaks		
Volume	0	0	0	0	0	0	0	9	0	0	5	0	13		172	94
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Bent Creek		
Volume	0	0	0	0	0	0	0	10	0	0	6	0	15		193	113
%	0%	5%	0%	5%	5%	5%	5%	0%	0%	0%	0%	5%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		Wawa Kings		
Volume	0	3	0	3	3	3	3	0	0	0	0	3	17		57	58
%	0%	37%	0%	11%	37%	4%	4%	0%	0%	0%	0%	11%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		Kings Highway Warehouse		
Volume	0	169	0	50	169	18	18	0	0	0	0	50	476		458	216
%	0%	8%	0%	30%	8%	5%	5%	0%	0%	0%	0%	30%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		Kings Highway Commerce Park/ White Parcel		
Volume	0	11	0	137	37	23	7	0	0	0	0	43	258		142	458
%	0%	20%	0%	0%	20%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	IN	-	-	OUT	-	-	IN	-	-	OUT	-		Walsh Crossroads		
Volume	0	2	0	0	2	0	0	1	0	0	1	0	5		10	11
%	0%	0%	5%	0%	0%	0%	0%	5%	0%	5%	5%	0%				
In/Out	-	-	IN	-	-	-	-	IN	-	OUT	OUT	-		Project Hurricane		
Volume	0	0	1	0	0	0	0	1	0	2	2	0	6		23	37
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Celebration Point		
Volume	0	0	0	0	0	0	0	5	0	0	3	0	8		100	57
%	0%	5%	0%	5%	5%	5%	5%	0%	0%	0%	0%	5%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		Stonemont		
Volume	0	4	0	10	10	10	4	0	0	0	0	4	39		70	192
%	0%	5%	0%	5%	5%	5%	5%	0%	0%	0%	0%	5%				
In/Out	-	IN	-	OUT	OUT	OUT	IN	-	-	-	-	IN		7-11 Angle Road		
Volume	0	2	0	2	2	2	2	0	0	0	0	2	12		40	40
Subtotal	16	204	1	254	257	94	52	85	9	2	118	141	1174			
Total	97	388	579	410	453	172	131	420	44	445	562	253	3896			

HCS Signalized Intersection Results Summary

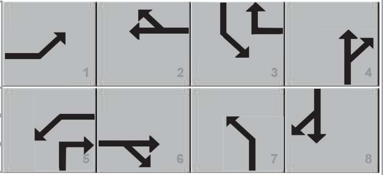
General Information				**Intersection Information**	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	James Kemp	Analysis Date	Jan 14, 2025	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	AM Peak Hour	PHF	0.95
Urban Street	Okeechobee Road	Analysis Year	2026	Analysis Period	1> 7:00
Intersection	Kings Highway	File Name	C6 - Okeechobee & Kings - Future Total - AM.xus		
Project Description	Buildout - with Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	197	521	104	462	318	389	59	486	596	251	345	140

Signal Information			
Cycle, s	91.2	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On

Green	12.6	2.9	22.0	4.1	1.2	28.5
Yellow	3.0	0.0	3.0	3.0	3.0	3.0
Red	1.0	0.0	1.0	1.0	1.0	1.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	2.0	3.0	2.0	3.0	2.0	3.0	2.0	4.0
Phase Duration, s	16.6	26.0	19.4	28.8	8.1	32.5	13.3	37.7
Change Period, ($Y+R_c$), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Max Allow Headway (*MAH*), s	3.1	3.2	3.1	3.2	3.1	3.2	3.1	3.2
Queue Clearance Time (g_s), s	12.2	10.2	14.2	21.5	5.1	25.2	8.7	11.6
Green Extension Time (g_e), s	0.4	3.6	1.2	3.2	0.1	3.3	0.6	4.2
Phase Call Probability	0.99	1.00	1.00	1.00	0.79	1.00	1.00	1.00
Max Out Probability	0.00	0.00	0.00	0.08	0.00	0.29	0.00	0.02

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (*v*), veh/h	207	548	109	486	335	409	62	512	627	264	266	245
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1725	1610	1757	1809	1610	1810	1900	1425	1757	1900	1714
Queue Service Time (g_s), s	10.2	8.2	5.1	12.2	6.8	19.5	3.1	23.2	13.4	6.7	9.4	9.6
Cycle Queue Clearance Time (g_c), s	10.2	8.2	5.1	12.2	6.8	19.5	3.1	23.2	13.4	6.7	9.4	9.6
Green Ratio (*g/C*)	0.14	0.24	0.24	0.17	0.27	0.37	0.05	0.31	0.48	0.10	0.37	0.37
Capacity (*c*), veh/h	250	1246	388	595	985	603	82	595	1374	359	702	633
Volume-to-Capacity Ratio (*X*)	0.831	0.440	0.282	0.817	0.340	0.679	0.753	0.860	0.456	0.736	0.378	0.387
Back of Queue (*Q*), ft/ln (95 th percentile)	203	150	86	223	128	289	66	420	182	129	181	167
Back of Queue (*Q*), veh/ln (95 th percentile)	8.1	6.0	3.4	8.9	5.1	11.5	2.7	16.8	7.3	5.2	7.2	6.7
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	38.4	29.5	28.3	36.7	26.7	24.0	43.2	29.6	15.7	39.9	21.2	21.2
Incremental Delay (d_2), s/veh	2.7	0.1	0.1	1.1	0.1	0.8	5.1	7.6	0.1	1.1	0.1	0.1
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	41.2	29.6	28.5	37.7	26.8	24.8	48.3	37.2	15.8	41.0	21.3	21.4
Level of Service (LOS)	D	C	C	D	C	C	D	D	B	D	C	C
Approach Delay, s/veh / LOS	32.2		C	30.5		C	26.6		C	28.0		C
Intersection Delay, s/veh / LOS	29.2						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.44	B	2.28	B	2.71	C	2.57	C
Bicycle LOS Score / LOS	0.96	A	1.50	B	2.47	B	1.13	A

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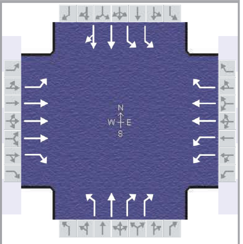
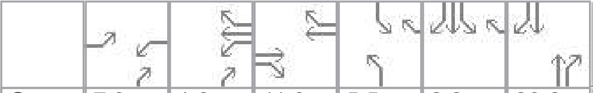
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	James Kemp	Analysis Date	Jan 14, 2025	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	PM Peak Hour	PHF	0.94
Urban Street	Okeechobee Road	Analysis Year	2026	Analysis Period	1> 7:00
Intersection	Kings Highway	File Name	C6 - Okeechobee & Kings - Future Total - PM.xus		
Project Description	Buildout - with Project				

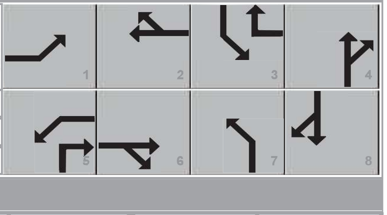


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	131	420	44	445	562	253	97	388	579	410	453	172

Signal Information			
Cycle, s	72.2	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Float	Simult. Gap N/S	On



Green	7.3	1.3	11.3	5.5	2.2	20.6
Yellow	3.0	3.0	3.0	3.0	3.0	3.0
Red	1.0	1.0	1.0	1.0	1.0	1.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	2.0	3.0	2.0	3.0	2.0	3.0	2.0	4.0
Phase Duration, s	11.3	15.3	16.6	20.6	9.5	24.6	15.7	30.9
Change Period, ($Y+R_c$), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Max Allow Headway (*MAH*), s	3.1	3.1	3.1	3.1	3.1	3.2	3.1	3.2
Queue Clearance Time (g_s), s	7.4	7.8	11.3	13.1	6.1	16.4	10.6	12.3
Green Extension Time (g_e), s	0.2	3.5	1.1	3.4	0.2	4.1	1.0	4.2
Phase Call Probability	0.94	1.00	1.00	1.00	0.88	1.00	1.00	1.00
Max Out Probability	0.00	0.00	0.00	0.01	0.00	0.06	0.00	0.03

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (*v*), veh/h	139	447	47	473	598	269	103	413	616	436	347	318
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1725	1610	1757	1809	1610	1810	1900	1425	1757	1900	1721
Queue Service Time (g_s), s	5.4	5.8	1.8	9.3	11.1	8.8	4.1	14.4	10.8	8.6	10.2	10.3
Cycle Queue Clearance Time (g_c), s	5.4	5.8	1.8	9.3	11.1	8.8	4.1	14.4	10.8	8.6	10.2	10.3
Green Ratio (*g/C*)	0.10	0.16	0.16	0.17	0.23	0.39	0.08	0.29	0.46	0.16	0.37	0.37
Capacity (*c*), veh/h	183	812	253	612	832	632	138	543	1311	572	707	641
Volume-to-Capacity Ratio (*X*)	0.762	0.550	0.185	0.773	0.719	0.426	0.747	0.760	0.470	0.763	0.491	0.496
Back of Queue (*Q*), ft/ln (95 th percentile)	108	103	30	170	199	134	82	253	138	157	184	169
Back of Queue (*Q*), veh/ln (95 th percentile)	4.3	4.1	1.2	6.8	8.0	5.4	3.3	10.1	5.5	6.3	7.4	6.8
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	31.8	28.2	26.6	28.6	25.8	16.1	32.8	23.7	13.5	29.0	17.5	17.5
Incremental Delay (d_2), s/veh	2.5	0.2	0.1	0.8	0.4	0.2	3.0	0.8	0.1	0.8	0.2	0.2
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	34.2	28.5	26.7	29.4	26.2	16.2	35.8	24.5	13.6	29.9	17.7	17.8
Level of Service (LOS)	C	C	C	C	C	B	D	C	B	C	B	B
Approach Delay, s/veh / LOS	29.6		C	25.3		C	19.6		B	22.5		C
Intersection Delay, s/veh / LOS	23.7						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.44	B	2.28	B	2.70	C	2.56	C
Bicycle LOS Score / LOS	0.84	A	1.59	B	2.36	B	1.40	A

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Fort Pierce, FL

ECONOLITE

MOVING TRAFFIC FORWARD

SR70 & Crossroads/Peters Rd - ASC3 [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	E-L	W-T	SE-L	N-T	W-L	E-T	NW-L	S-T								
Min Green	5	12	8	9	5	12	8	8	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	5	0	7	0	5	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	35	0	30	0	35	0	30	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	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	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	20	30	20	60	20	30	20	60	20	30	20	60	20	30
Max2	40	40	40	40	40	40	40	40	25	60	25	35	25	60	25	35
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	4.8	4.8	4.0	4.0	4.8	4.8	4.0	4.0
Red Clear	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
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

TURNING MOVEMENT VOLUME COUNTS

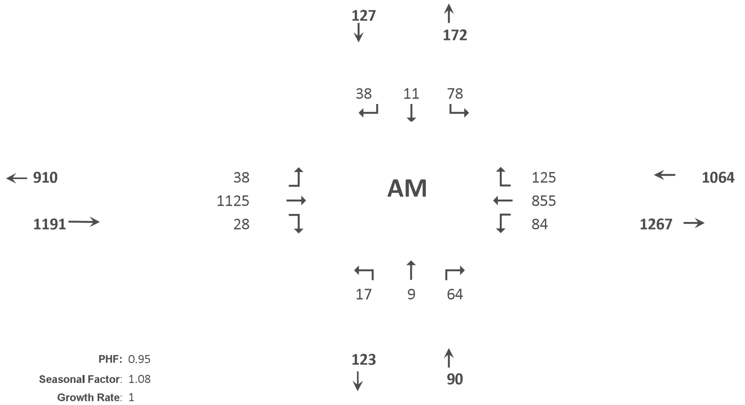
N/S STREET: Crossroads Pkwy
E/W STREET: Okeechobee Rd (SR-70)
CONTROL: Signalized
FILENAME:
COUNT DATE: 1/8/2025
DAY: Wednesday
CITY: St Lucie
REPORT DATE: 1/10/2025
ANALYSIS YEAR: 2025
Existing

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	4	1	9	11	3	7	6	174	7	13	164	36	435	2051
7:15-7:30	2	2	15	8	3	4	5	219	5	20	172	23	478	2206
7:30-7:45	4	1	9	7	3	10	8	244	9	21	195	23	534	2289
7:45-8:00	4	1	12	19	3	5	7	270	6	21	220	36	604	2278
8:00-8:15	6	3	19	21	2	11	9	265	6	22	197	29	590	2154
8:15-8:30	2	3	19	25	2	9	11	263	5	14	180	28	561	
8:30-8:45	4	1	15	21	1	9	10	226	5	19	187	25	523	
8:45-9:00	4	3	12	13	3	8	10	205	7	20	167	28	480	

AM PEAK HOUR IS FROM:	7:30 AM TO 8:30AM												
Volumes	16	8	59	72	10	35	35	1042	26	78	792	116	2289
Season Factor	17	9	64	78	11	38	38	1125	28	84	855	125	2472
Growth	17	9	64	78	11	38	38	1125	28	84	855	125	2472
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
Total	17	9	64	78	11	38	38	1125	28	84	855	125	2472

PHF: 0.95
Seasonal Factor: 1.08
Growth Rate: 1
Years Grown: 0

Trips In	**Trips Out**
0	0



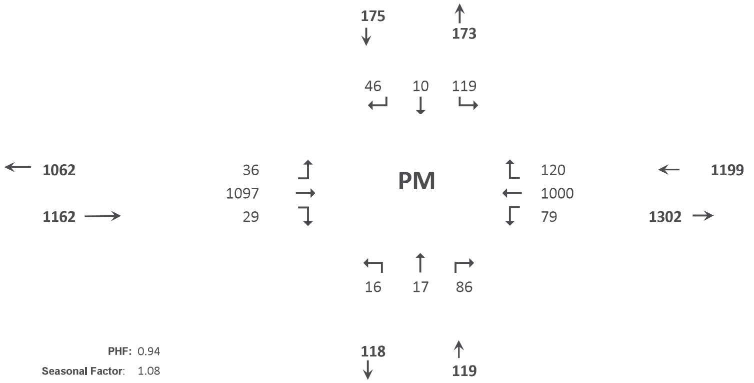
Okeechobee Rd & Kings Hwy
Existing

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	5	1	20	34	2	16	11	209	9	21	248	24	600	2495
4:15-4:30	5	5	25	47	3	12	11	222	11	22	251	26	640	2530
4:30-4:45	7	3	35	37	4	6	11	247	11	23	256	25	665	2575
4:45-5:00	9	1	22	42	3	11	10	228	6	17	211	30	590	2518
5:00-5:15	5	3	26	34	1	10	13	259	8	17	232	27	635	2459
5:15-5:30	3	7	27	32	0	10	8	287	4	23	259	25	685	
5:30-5:45	2	3	14	23	4	12	6	251	10	21	231	31	608	
5:45-6:00	5	3	13	21	4	11	6	219	5	12	204	28	531	

PM PEAK HOUR IS FROM:	4:30 PM TO 5:30PM												
Volumes	15	16	80	110	9	43	33	1016	27	73	926	111	2459
Season Factor	16	17	86	119	10	46	36	1097	29	79	1000	120	2656
Growth	16	17	86	119	10	46	36	1097	29	79	1000	120	2655
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
Total	16	17	86	119	10	46	36	1097	29	79	1000	120	2655

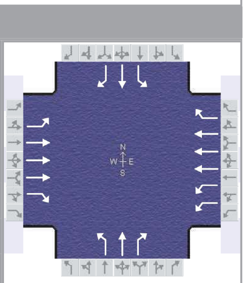
PHF: 0.94
Seasonal Factor: 1.08
Growth Rate: 1
Years Grown: 0

Trips In **Trips Out**



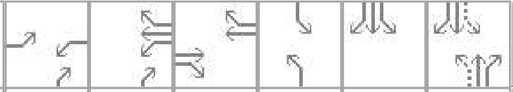
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	Traffic & Mobility Consultants			Duration, h	0.250
Analyst	James Kemp	Analysis Date	Jan 14, 2025	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	AM Peak Hour	PHF	0.95
Urban Street	Okeechobee Road	Analysis Year	2025	Analysis Period	1> 7:00
Intersection	Crossroads Parkway	File Name	C6 - Okeechobee & Crossroads - Existing - AM.xus		
Project Description	Existing				

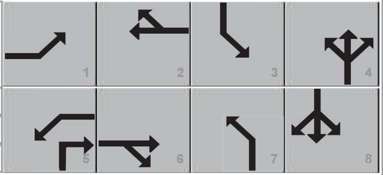


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	38	1125	28	84	855	125	17	9	64	78	11	38

Signal Information				
Cycle, s	52.6	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	2.2	1.4	19.4	1.8	3.8	7.9
Yellow	3.0	0.0	3.0	3.0	0.0	3.0
Red	1.0	0.0	1.0	1.0	0.0	1.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	2.0	3.0	2.0	3.0	1.1	3.0	1.1	3.0
Phase Duration, s	6.2	23.4	7.6	24.8	5.8	11.9	9.6	15.7
Change Period, ($Y+R_c$), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Max Allow Headway (*MAH*), s	3.1	3.1	3.1	3.1	3.1	3.3	3.1	3.3
Queue Clearance Time (g_s), s	3.1	11.9	3.3	8.7	2.4	3.8	3.8	3.0
Green Extension Time (g_e), s	0.0	7.5	0.1	7.5	0.0	0.2	0.1	0.2
Phase Call Probability	0.44	1.00	0.73	1.00	0.23	0.88	0.70	0.95
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (*v*), veh/h	40	1184	29	88	900	132	18	9	67	82	12	40
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1725	1610	1757	1725	1610	1810	1900	1610	1810	1900	1610
Queue Service Time (g_s), s	1.1	9.9	0.6	1.3	6.7	2.8	0.4	0.2	1.8	1.8	0.3	1.0
Cycle Queue Clearance Time (g_c), s	1.1	9.9	0.6	1.3	6.7	2.8	0.4	0.2	1.8	1.8	0.3	1.0
Green Ratio (*g/C*)	0.04	0.37	0.37	0.07	0.40	0.40	0.19	0.15	0.22	0.29	0.22	0.22
Capacity (*c*), veh/h	77	1910	594	243	2049	637	416	287	355	540	423	358
Volume-to-Capacity Ratio (*X*)	0.523	0.620	0.050	0.364	0.439	0.206	0.043	0.033	0.190	0.152	0.027	0.112
Back of Queue (*Q*), ft/ln (95 th percentile)	22	142	8	22	94	37	7	4	27	28	4	15
Back of Queue (*Q*), veh/ln (95 th percentile)	0.9	5.7	0.3	0.9	3.8	1.5	0.3	0.2	1.1	1.1	0.2	0.6
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	24.7	13.6	10.7	23.4	11.6	10.5	17.6	19.1	16.7	13.9	16.0	16.3
Incremental Delay (d_2), s/veh	2.0	0.1	0.0	0.3	0.1	0.1	0.0	0.0	0.1	0.0	0.0	0.1
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	26.7	13.7	10.7	23.7	11.7	10.5	17.6	19.1	16.8	13.9	16.0	16.4
Level of Service (LOS)	C	B	B	C	B	B	B	B	B	B	B	B
Approach Delay, s/veh / LOS	14.1	B		12.5	B		17.2	B		14.8	B	
Intersection Delay, s/veh / LOS	13.5						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.25	B	2.08	B	2.82	C	2.69	C
Bicycle LOS Score / LOS	1.18	A	1.10	A	0.64	A	0.71	A

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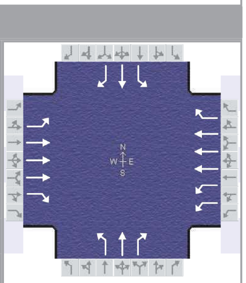
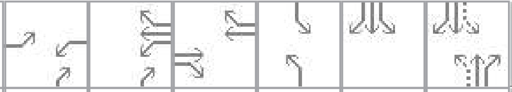
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	Traffic & Mobility Consultants			Duration, h	0.250
Analyst	James Kemp	Analysis Date	Jan 14, 2025	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	PM Peak Hour	PHF	0.94
Urban Street	Okeechobee Road	Analysis Year	2025	Analysis Period	1> 7:00
Intersection	Crossroads Parkway	File Name	C6 - Okeechobee & Crossroads - Existing - PM.xus		
Project Description	Existing				

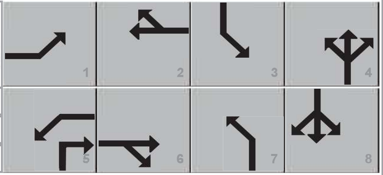


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	36	1097	29	79	1000	120	16	17	86	119	10	46

Signal Information			
Cycle, s	55.6	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	2.2	1.4	20.5	1.9	1.0	8.5
Yellow	3.0	0.0	3.0	3.0	3.0	3.0
Red	1.0	0.0	1.0	1.0	1.0	1.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	2.0	3.0	2.0	3.0	1.1	3.0	1.1	3.0
Phase Duration, s	6.2	24.5	7.6	25.9	5.9	12.5	10.9	17.5
Change Period, (*Y+R* $_c$), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Max Allow Headway (*MAH*), s	3.1	3.0	3.1	3.0	3.1	3.3	3.1	3.3
Queue Clearance Time (g_s), s	3.2	12.2	3.3	10.7	2.4	4.6	4.9	3.3
Green Extension Time (g_e), s	0.0	8.3	0.1	8.3	0.0	0.3	0.2	0.3
Phase Call Probability	0.45	1.00	0.73	1.00	0.23	0.94	0.86	0.99
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (*v*), veh/h	38	1167	31	84	1064	128	17	18	91	127	11	49
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1725	1610	1757	1725	1610	1810	1900	1610	1810	1900	1610
Queue Service Time (g_s), s	1.2	10.2	0.7	1.3	8.7	2.9	0.4	0.5	2.6	2.9	0.2	1.3
Cycle Queue Clearance Time (g_c), s	1.2	10.2	0.7	1.3	8.7	2.9	0.4	0.5	2.6	2.9	0.2	1.3
Green Ratio (*g/C*)	0.04	0.37	0.37	0.07	0.40	0.40	0.19	0.15	0.22	0.31	0.24	0.24
Capacity (*c*), veh/h	73	1915	596	230	2045	636	408	291	352	559	462	392
Volume-to-Capacity Ratio (*X*)	0.525	0.610	0.052	0.365	0.520	0.201	0.042	0.062	0.260	0.226	0.023	0.125
Back of Queue (*Q*), ft/ln (95 th percentile)	23	151	9	22	126	39	7	8	40	46	4	20
Back of Queue (*Q*), veh/ln (95 th percentile)	0.9	6.0	0.4	0.9	5.0	1.6	0.3	0.3	1.6	1.9	0.2	0.8
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	26.1	14.2	11.2	24.9	12.8	11.0	18.6	20.1	18.0	14.2	16.0	16.4
Incremental Delay (d_2), s/veh	2.2	0.1	0.0	0.4	0.1	0.1	0.0	0.0	0.1	0.1	0.0	0.1
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	28.3	14.4	11.3	25.2	12.9	11.1	18.6	20.2	18.1	14.3	16.0	16.5
Level of Service (LOS)	C	B	B	C	B	B	B	C	B	B	B	B
Approach Delay, s/veh / LOS	14.7		B	13.5		B	18.5		B	14.9		B
Intersection Delay, s/veh / LOS	14.4						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.25	B	2.08	B	2.83	C	2.69	C
Bicycle LOS Score / LOS	1.17	A	1.19	A	0.70	A	0.79	A

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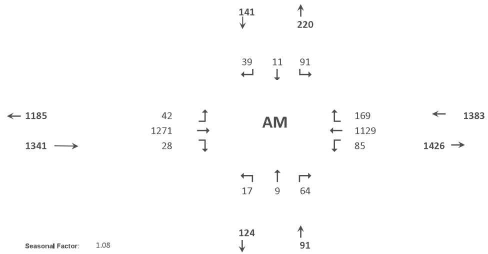
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Crossroads Pkwy
E/W STREET: Okeechobee Rd (SR-70)
CONTROL: Signalized
FILENAME:
COUNT DATE: 1/8/2025
DAY: Wednesday
CITY: St Lucie
REPORT DATE: 1/10/2025
ANALYSIS YEAR: 2026
Background

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	4	1	9	11	3	7	6	174	7	13	164	36	435	2051
7:15-7:30	2	2	15	8	3	4	5	219	5	20	172	23	478	2206
7:30-7:45	4	1	9	7	3	10	8	244	9	21	195	23	534	2289
7:45-8:00	4	1	12	19	3	5	7	270	6	21	220	36	604	2278
8:00-8:15	6	3	19	21	2	11	9	265	6	22	197	29	590	2154
8:15-8:30	2	3	19	25	2	9	11	263	5	14	180	28	561	
8:30-8:45	4	1	15	21	1	9	10	226	5	19	187	25	523	
8:45-9:00	4	3	12	13	3	8	10	205	7	20	167	28	480	



AM PEAK HOUR IS FROM: **7:30 AM TO 8:30AM**

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL
Volumes	16	8	59	72	10	35	35	1042	26	78	792	116	2289
Season Factor	17	9	64	78	11	38	38	1125	28	84	855	125	2472
Growth	17	9	64	79	11	38	38	1137	28	85	864	127	2497
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
Total	17	9	64	79	11	38	38	1137	28	85	864	127	2497

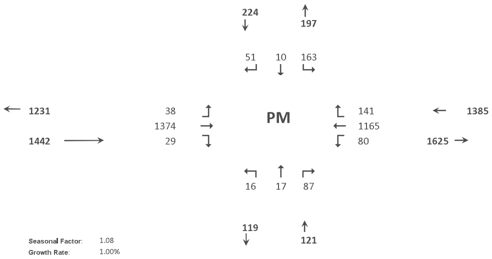
Seasonal Factor: 1.08
Growth Rate: 1.00%
Years Grown: 1

Trips In	**Trips Out**
0	0

Other Projects	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	Project Name	Trips In	Trips Out
Percentage	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%	0%	**Project Name**		
In/Out	-	-	-	-	-	-	-	IN	-	-	IN	-		KRE	**Trips In**	**Trips Out**
PROJECT	0	0	0	0	0	0	0	20	0	0	20	0	0		393	117
%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	10%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		Sunnyland		
Volume	0	0	0	0	0	0	0	22	0	0	8	0	0		75	223
%	0%	0%	0%	0%	0%	0%	0%	30%	0%	0%	30%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		Project Hunt		
Volume	0	0	0	0	0	0	0	5	0	0	23	0	0		76	17
%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%				
In/Out	-	-	-	-	-	-	-	-	-	-	-	-		St. Lucie Commerce Center		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0		141	31
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Whispering Oaks		
Volume	0	0	0	0	0	0	0	2	0	0	8	0	0		45	167
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Bent Creek		
Volume	0	0	0	0	0	0	0	3	0	0	9	0	0		62	186
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		Wawa Kings		
Volume	0	0	0	0	0	0	0	3	0	0	3	0	0		63	64
%	0%	0%	0%	0%	0%	0%	0%	11%	0%	0%	11%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		Kings Highway Warehouse		
Volume	0	0	0	0	0	0	0	38	0	0	38	0	0		342	341
%	0%	0%	0%	5%	0%	0%	0%	30%	0%	0%	30%	5%				
In/Out	-	-	-	OUT	-	-	-	OUT	-	-	IN	IN		Kings Highway Commerce Park		
Volume	0	0	0	6	0	0	0	34	0	0	139	23	0	/ White Parcel	463	114
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Walsh Crossroads		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0		7	5
%	0%	0%	0%	55%	0%	10%	10%	0%	0%	0%	0%	55%				
In/Out	-	-	-	OUT	-	OUT	IN	-	-	-	-	IN		Project Hurricane		
Volume	0	0	0	7	0	1	4	0	0	0	0	20	0		36	12
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Celebration Point		
Volume	0	0	0	0	0	0	0	2	0	0	5	0	0		30	96
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		Stonemont		
Volume	0	0	0	0	0	0	0	3	0	0	10	0	0		203	56
%	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	-		7-11 Angle Road		
Volume	0	0	0	0	0	0	0	2	0	0	2	0	0		45	46
Subtotal	0	0	0	12	0	1	4	134	0	0	265	43	0			
Total	17	9	64	91	11	39	42	1271	28	85	1129	169	2497			

Okeechobee Rd & Kings Hwy
Background

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	5	1	20	34	2	16	11	209	9	21	248	24	600	2495
4:15-4:30	5	5	25	47	3	12	11	222	11	22	251	26	640	2530
4:30-4:45	7	3	35	37	4	6	11	247	11	23	256	25	665	2575
4:45-5:00	9	1	22	42	3	11	10	228	6	17	211	30	590	2518
5:00-5:15	5	3	26	34	1	10	13	259	8	17	232	27	635	2459
5:15-5:30	3	7	27	32	0	10	8	287	4	23	259	25	685	
5:30-5:45	2	3	14	23	4	12	6	251	10	21	231	31	608	
5:45-6:00	5	3	13	21	4	11	6	219	5	12	204	28	531	



PM PEAK HOUR IS FROM: **4:30 PM TO 5:30PM**

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL
Volumes	15	16	80	110	9	43	33	1016	27	73	926	111	2459
Season Factor	16	17	86	119	10	46	36	1097	29	79	1000	120	2656
Growth	16	17	87	120	10	47	36	1108	29	80	1010	121	2682
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
Total	16	17	87	120	10	47	36	1108	29	80	1010	121	2682

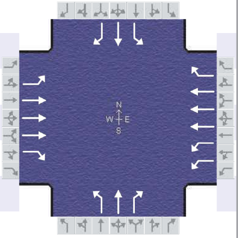
Seasonal Factor: 1.08
Growth Rate: 1.00%
Years Grown: 1

Trips In **Trips Out**

Other Projects	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	Project Name	Trips In	Trips Out
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0.0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	IN	-		KRE	**Trips In**	**Trips Out**
PROJECT	0	0	0	0	0	0	0	8	0	0	8	0	15		151	389
%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	10%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		Sunnyland		
Volume	0	0	0	0	0	0	0	15	0	0	26	0	42		261	154
%	0%	0%	0%	0%	0%	0%	0%	30%	0%	0%	30%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		Project Hunt		
Volume	0	0	0	0	0	0	0	17	0	0	6	0	23		19	57
%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%				
In/Out	-	-	-	-	-	-	-	-	-	-	-	-		St. Lucie Commerce Center		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0		52	196
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Whispering Oaks		
Volume	0	0	0	0	0	0	0	9	0	0	5	0	13		172	94
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Bent Creek		
Volume	0	0	0	0	0	0	0	10	0	0	6	0	15		193	113
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		Wawa Kings		
Volume	0	0	0	0	0	0	0	3	0	0	3	0	6		57	58
%	0%	0%	0%	0%	0%	0%	0%	11%	0%	0%	11%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		Kings Highway Warehouse		
Volume	0	0	0	0	0	0	0	50	0	0	50	0	101		458	216
%	0%	0%	0%	5%	0%	0%	0%	30%	0%	0%	30%	5%				
In/Out	-	-	-	OUT	-	-	-	OUT	-	-	IN	IN		Kings Highway Commerce Park		
Volume	0	0	0	23	0	0	0	137	0	0	43	7	210	/ White Parcel	142	458
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Walsh Crossroads		
Volume	0	0	0	0	0	0	0	1	0	0	1	0	1		10	11
%	0%	0%	0%	55%	0%	10%	10%	0%	0%	0%	0%	55%				
In/Out	-	-	-	OUT	-	OUT	IN	-	-	-	-	IN		Project Hurricane		
Volume	0	0	0	20	0	4	2	0	0	0	0	13	39		23	37
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Celebration Point		
Volume	0	0	0	0	0	0	0	5	0	0	3	0	8		100	57
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		Stonemont		
Volume	0	0	0	0	0	0	0	10	0	0	4	0	13		70	192
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		7-11 Angle Road		
Volume	0	0	0	0	0	0	0	2	0	0	2	0	4		40	40
Subtotal	0	0	0	43	0	4	2	266	0	0	154	20	490			
Total	16	17	87	163	10	51	38	1374	29	80	1165	141	3172			

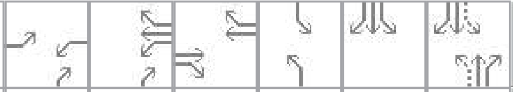
HCS Signalized Intersection Results Summary

General Information				**Intersection Information**	
Agency	Traffic & Mobility Consultants			Duration, h	0.250
Analyst	James Kemp	Analysis Date	Jan 14, 2025	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	AM Peak Hour	PHF	0.95
Urban Street	Okeechobee Road	Analysis Year	2026	Analysis Period	1> 7:00
Intersection	Crossroads Parkway	File Name	C6 - Okeechobee & Crossroads - Background - A…		
Project Description	Background- without Project				

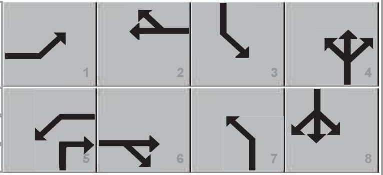


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	42	1271	28	85	1129	169	17	9	64	91	11	39

Signal Information			
Cycle, s	58.9	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	2.6	1.3	24.5	2.0	0.3	8.2
Yellow	3.0	0.0	3.0	3.0	3.0	3.0
Red	1.0	0.0	1.0	1.0	1.0	1.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	2.0	3.0	2.0	3.0	1.1	3.0	1.1	3.0
Phase Duration, s	6.6	28.5	7.8	29.8	6.0	12.2	10.3	16.5
Change Period, (*Y+R* $_c$), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Max Allow Headway (*MAH*), s	3.1	3.1	3.1	3.1	3.1	3.3	3.1	3.3
Queue Clearance Time (g_s), s	3.4	14.0	3.4	11.9	2.5	4.0	4.4	3.2
Green Extension Time (g_e), s	0.0	10.5	0.1	10.6	0.0	0.2	0.1	0.2
Phase Call Probability	0.52	1.00	0.77	1.00	0.25	0.91	0.79	0.98
Max Out Probability	0.00	0.02	0.00	0.02	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (*v*), veh/h	44	1338	29	89	1188	178	18	9	67	96	12	41
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1725	1610	1757	1725	1610	1810	1900	1610	1810	1900	1610
Queue Service Time (g_s), s	1.4	12.0	0.6	1.4	9.9	4.1	0.5	0.3	2.0	2.4	0.3	1.2
Cycle Queue Clearance Time (g_c), s	1.4	12.0	0.6	1.4	9.9	4.1	0.5	0.3	2.0	2.4	0.3	1.2
Green Ratio (*g/C*)	0.04	0.42	0.42	0.07	0.44	0.44	0.17	0.14	0.20	0.28	0.21	0.21
Capacity (*c*), veh/h	79	2156	671	230	2267	705	383	264	329	510	403	342
Volume-to-Capacity Ratio (*X*)	0.557	0.621	0.044	0.390	0.524	0.252	0.047	0.036	0.205	0.188	0.029	0.120
Back of Queue (*Q*), ft/ln (95 th percentile)	28	176	9	26	142	55	8	5	32	40	5	19
Back of Queue (*Q*), veh/ln (95 th percentile)	1.1	7.0	0.4	1.0	5.7	2.2	0.3	0.2	1.3	1.6	0.2	0.8
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	27.6	13.5	10.2	26.4	12.1	10.5	20.3	22.0	19.5	16.2	18.4	18.8
Incremental Delay (d_2), s/veh	2.3	0.1	0.0	0.4	0.1	0.1	0.0	0.0	0.1	0.1	0.0	0.1
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	29.9	13.6	10.2	26.8	12.2	10.5	20.3	22.0	19.6	16.2	18.4	18.8
Level of Service (LOS)	C	B	B	C	B	B	C	C	B	B	B	B
Approach Delay, s/veh / LOS	14.1		B	12.9		B	20.0		B	17.1		B
Intersection Delay, s/veh / LOS	13.8						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.25	B	2.08	B	2.83	C	2.70	C
Bicycle LOS Score / LOS	1.26	A	1.29	A	0.64	A	0.73	A

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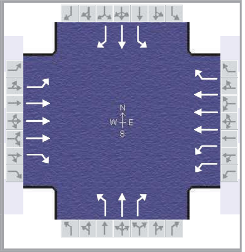
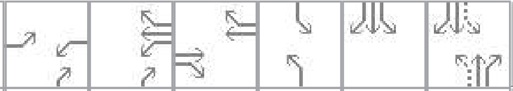
HCS Signalized Intersection Results Summary

General Information				**Intersection Information**	
Agency	Traffic & Mobility Consultants			Duration, h	0.250
Analyst	James Kemp	Analysis Date	Jan 14, 2025	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	PM Peak Hour	PHF	0.94
Urban Street	Okeechobee Road	Analysis Year	2026	Analysis Period	1> 7:00
Intersection	Crossroads Parkway	File Name	C6 - Okeechobee & Crossroads - Background - P…		
Project Description	Background- without Project				

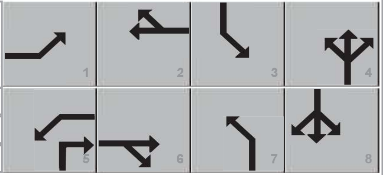


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	38	1374	29	80	1165	141	16	17	87	163	10	51

Signal Information			
Cycle, s	64.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	2.6	1.3	27.9	2.1	1.5	8.7
Yellow	3.0	0.0	3.0	3.0	3.0	3.0
Red	1.0	0.0	1.0	1.0	1.0	1.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	2.0	3.0	2.0	3.0	1.1	3.0	1.1	3.0
Phase Duration, s	6.6	31.9	7.9	33.2	6.1	12.7	11.6	18.3
Change Period, (*Y+R $_c$*), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Max Allow Headway (*MAH*), s	3.1	3.0	3.1	3.0	3.1	3.3	3.1	3.3
Queue Clearance Time (g_s), s	3.4	16.3	3.5	13.0	2.5	5.1	6.9	3.7
Green Extension Time (g_e), s	0.0	11.6	0.1	11.7	0.0	0.3	0.2	0.3
Phase Call Probability	0.51	1.00	0.78	1.00	0.26	0.97	0.95	1.00
Max Out Probability	0.00	0.04	0.00	0.03	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (*v*), veh/h	40	1462	31	85	1239	150	17	18	93	173	11	54
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1725	1610	1757	1725	1610	1810	1900	1610	1810	1900	1610
Queue Service Time (g_s), s	1.4	14.3	0.7	1.5	11.0	3.6	0.5	0.5	3.1	4.9	0.3	1.7
Cycle Queue Clearance Time (g_c), s	1.4	14.3	0.7	1.5	11.0	3.6	0.5	0.5	3.1	4.9	0.3	1.7
Green Ratio (*g/C*)	0.04	0.43	0.43	0.06	0.46	0.46	0.17	0.14	0.20	0.29	0.22	0.22
Capacity (*c*), veh/h	73	2250	700	214	2358	734	365	258	317	509	422	358
Volume-to-Capacity Ratio (*X*)	0.557	0.650	0.044	0.397	0.526	0.204	0.047	0.070	0.292	0.341	0.025	0.152
Back of Queue (*Q*), ft/ln (95 th percentile)	28	208	10	27	162	49	9	10	50	84	5	28
Back of Queue (*Q*), veh/ln (95 th percentile)	1.1	8.3	0.4	1.1	6.5	2.0	0.4	0.4	2.0	3.3	0.2	1.1
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	30.2	14.3	10.4	29.0	12.5	10.5	22.4	24.2	22.0	18.1	19.5	20.1
Incremental Delay (d_2), s/veh	2.5	0.1	0.0	0.4	0.1	0.1	0.0	0.0	0.2	0.1	0.0	0.1
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	32.7	14.4	10.5	29.4	12.6	10.5	22.4	24.2	22.2	18.3	19.5	20.2
Level of Service (LOS)	C	B	B	C	B	B	C	C	C	B	B	C
Approach Delay, s/veh / LOS	14.8		B	13.3		B	22.5		C	18.8		B
Intersection Delay, s/veh / LOS	14.7						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.25	B	2.08	B	2.83	C	2.70	C
Bicycle LOS Score / LOS	1.33	A	1.30	A	0.70	A	0.88	A

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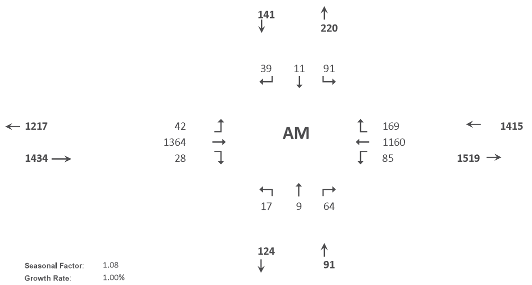
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Crossroads Pkwy
E/W STREET: Okeechobee Rd (SR-70)
CONTROL: Signalized
FILENAME:
COUNT DATE: 1/8/2025
DAY: Wednesday
CITY: St Lucie
REPORT DATE: 1/10/2025
ANALYSIS YEAR: 2026
Future Total

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	4	1	9	11	3	7	6	174	7	13	164	36	435	2051
7:15-7:30	2	2	15	8	3	4	5	219	5	20	172	23	478	2206
7:30-7:45	4	1	9	7	3	10	8	244	9	21	195	23	534	2289
7:45-8:00	4	1	12	19	3	5	7	270	6	21	220	36	604	2278
8:00-8:15	6	3	19	21	2	11	9	265	6	22	197	29	590	2154
8:15-8:30	2	3	19	25	2	9	11	263	5	14	180	28	561	
8:30-8:45	4	1	15	21	1	9	10	226	5	19	187	25	523	
8:45-9:00	4	3	12	13	3	8	10	205	7	20	167	28	480	



AM PEAK HOUR IS FROM: **7:30 AM TO 8:30AM**

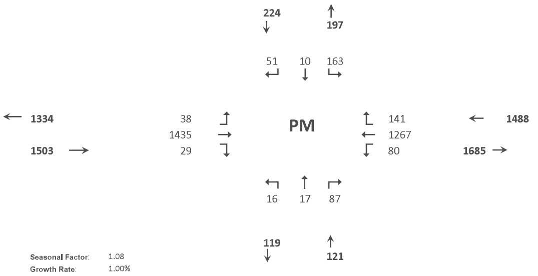
Seasonal Factor: 1.08
Growth Rate: 1.00%
Years Grown: 1

Trips In	**Trips Out**
49	143

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL			
Volumes	16	8	59	72	10	35	35	1042	26	78	792	116	2289			
Season Factor	17	9	64	78	11	38	38	1125	28	84	855	125	2472			
Growth	17	9	64	79	11	38	38	1137	28	85	864	127	2497			
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-				
Percentage	0%	0%	0%	0%	0%	0%	0%	65%	0%	0%	65%	0%				
PROJECT	0	0	0	0	0	0	0	93	0	0	32	0	125			
Total	17	9	64	79	11	38	38	1230	28	85	896	127	2622			
Other Projects																
Percentage	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%		**Project Name**		
In/Out	-	-	-	-	-	-	-	IN	-	-	IN	-		KRE	**Trips In**	**Trips Out**
PROJECT	0	0	0	0	0	0	0	20	0	0	20	0	0		393	117
%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	10%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		Sunnyland		
Volume	0	0	0	0	0	0	0	22	0	0	8	0	0		75	223
%	0%	0%	0%	0%	0%	0%	0%	30%	0%	0%	30%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		Project Hunt		
Volume	0	0	0	0	0	0	0	5	0	0	23	0	0		76	17
%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%				
In/Out	-	-	-	-	-	-	-	-	-	-	-	-		St. Lucie Commerce Center		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0		141	31
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Whispering Oaks		
Volume	0	0	0	0	0	0	0	2	0	0	8	0	0		45	167
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Bent Creek		
Volume	0	0	0	0	0	0	0	3	0	0	9	0	0		62	186
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		Wawa Kings		
Volume	0	0	0	0	0	0	0	3	0	0	3	0	0		63	64
%	0%	0%	0%	0%	0%	0%	0%	11%	0%	0%	11%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		Kings Highway Warehouse		
Volume	0	0	0	0	0	0	0	38	0	0	38	0	0		342	341
%	0%	0%	0%	5%	0%	0%	0%	30%	0%	0%	30%	5%				
In/Out	-	-	-	OUT	-	-	-	OUT	-	-	IN	IN		Kings Highway Commerce Park/ White Parcel		
Volume	0	0	0	6	0	0	0	34	0	0	139	23	0		463	114
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Walsh Crossroads		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0		7	5
%	0%	0%	0%	55%	0%	10%	10%	0%	0%	0%	0%	55%				
In/Out	-	-	-	OUT	-	OUT	IN	-	-	-	-	IN		Project Hurricane		
Volume	0	0	0	7	0	1	4	0	0	0	0	20	0		36	12
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Celebration Point		
Volume	0	0	0	0	0	0	0	2	0	0	5	0	0		30	96
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		Stonemont		
Volume	0	0	0	0	0	0	0	3	0	0	10	0	0		203	56
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		7-11 Angle Road		
Volume	0	0	0	0	0	0	0	2	0	0	2	0	0		45	46
Subtotal	0	0	0	12	0	1	4	227	0	0	297	43	125			
Total	17	9	64	91	11	39	42	1364	28	85	1160	169	2622			

Okeechobee Rd & Kings Hwy
Future Total

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	5	1	20	34	2	16	11	209	9	21	248	24	600	2495
4:15-4:30	5	5	25	47	3	12	11	222	11	22	251	26	640	2530
4:30-4:45	7	3	35	37	4	6	11	247	11	23	256	25	665	2575
4:45-5:00	9	1	22	42	3	11	10	228	6	17	211	30	590	2518
5:00-5:15	5	3	26	34	1	10	13	259	8	17	232	27	635	2459
5:15-5:30	3	7	27	32	0	10	8	287	4	23	259	25	685	
5:30-5:45	2	3	14	23	4	12	6	251	10	21	231	31	608	
5:45-6:00	5	3	13	21	4	11	6	219	5	12	204	28	531	



PM PEAK HOUR IS FROM: **4:30 PM TO 5:30PM**

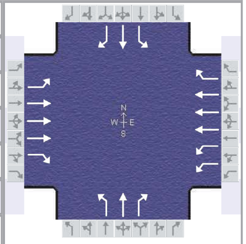
Seasonal Factor: 1.08
Growth Rate: 1.00%
Years Grown: 1

Trips In	**Trips Out**
158	93

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL			
Volumes	15	16	80	110	9	43	33	1016	27	73	926	111	2459			
Season Factor	16	17	86	119	10	46	36	1097	29	79	1000	120	2656			
Growth	16	17	87	120	10	47	36	1108	29	80	1010	121	2682			
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-				
Percentage	0%	0%	0%	0%	0%	0%	0%	65%	0%	0%	65%	0%				
PROJECT	0	0	0	0	0	0	0	60	0	0	103	0	163			
Total	16	17	87	120	10	47	36	1169	29	80	1113	121	2845			
Other Projects																
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	IN	-		KRE	**Trips In**	**Trips Out**
PROJECT	0	0	0	0	0	0	0	8	0	0	8	0	15		151	389
%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	10%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		Sunnyland		
Volume	0	0	0	0	0	0	0	15	0	0	26	0	42		261	154
%	0%	0%	0%	0%	0%	0%	0%	30%	0%	0%	30%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		Project Hunt		
Volume	0	0	0	0	0	0	0	17	0	0	6	0	23		19	57
%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%				
In/Out	-	-	-	-	-	-	-	-	-	-	-	-		St. Lucie Commerce Center		
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0		52	196
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Whispering Oaks		
Volume	0	0	0	0	0	0	0	9	0	0	5	0	13		172	94
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Bent Creek		
Volume	0	0	0	0	0	0	0	10	0	0	6	0	15		193	113
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		Wawa Kings		
Volume	0	0	0	0	0	0	0	3	0	0	3	0	6		57	58
%	0%	0%	0%	0%	0%	0%	0%	11%	0%	0%	11%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		Kings Highway Warehouse		
Volume	0	0	0	0	0	0	0	50	0	0	50	0	101		458	216
%	0%	0%	0%	5%	0%	0%	0%	30%	0%	0%	30%	5%				
In/Out	-	-	-	OUT	-	-	-	OUT	-	-	IN	IN		Kings Highway Commerce Park/ White Parcel		
Volume	0	0	0	23	0	0	0	137	0	0	43	7	210		142	458
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Walsh Crossroads		
Volume	0	0	0	0	0	0	0	1	0	0	1	0	1		10	11
%	0%	0%	0%	55%	0%	10%	10%	0%	0%	0%	0%	55%				
In/Out	-	-	-	OUT	-	OUT	IN	-	-	-	-	IN		Project Hurricane		
Volume	0	0	0	20	0	4	2	0	0	0	0	13	39		23	37
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	IN	-	-	OUT	-		Celebration Point		
Volume	0	0	0	0	0	0	0	5	0	0	3	0	8		100	57
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		Stonemont		
Volume	0	0	0	0	0	0	0	10	0	0	4	0	13		70	192
%	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	5%	0%				
In/Out	-	-	-	-	-	-	-	OUT	-	-	IN	-		7-11 Angle Road		
Volume	0	0	0	0	0	0	0	2	0	0	2	0	4		40	40
Subtotal	0	0	0	43	0	4	2	327	0	0	257	20	628			
Total	16	17	87	163	10	51	38	1435	29	80	1267	141	3310			

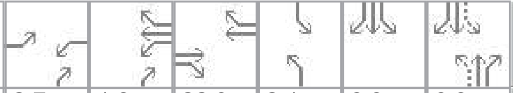
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	Traffic & Mobility Consultants			Duration, h	0.250
Analyst	James Kemp	Analysis Date	Jan 14, 2025	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	AM Peak Hour	PHF	0.95
Urban Street	Okeechobee Road	Analysis Year	2026	Analysis Period	1> 7:00
Intersection	Crossroads Parkway	File Name	C6 - Okeechobee & Crossroads - Future Total - A…		
Project Description	Buildout- with Project				

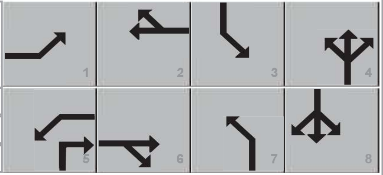


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	42	1364	28	85	1160	169	17	9	64	91	11	39

Signal Information			
Cycle, s	61.4	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	2.7	1.3	26.8	2.1	0.3	8.3
Yellow	3.0	0.0	3.0	3.0	3.0	3.0
Red	1.0	0.0	1.0	1.0	1.0	1.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	2.0	3.0	2.0	3.0	1.1	3.0	1.1	3.0
Phase Duration, s	6.7	30.8	7.9	32.0	6.1	12.3	10.4	16.6
Change Period, ($Y+R_c$), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Max Allow Headway (*MAH*), s	3.1	3.1	3.1	3.1	3.1	3.3	3.1	3.3
Queue Clearance Time (g_s), s	3.5	15.3	3.5	12.3	2.5	4.2	4.5	3.3
Green Extension Time (g_e), s	0.0	11.5	0.1	11.5	0.0	0.2	0.1	0.2
Phase Call Probability	0.53	1.00	0.78	1.00	0.26	0.92	0.81	0.98
Max Out Probability	0.00	0.03	0.00	0.03	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (*v*), veh/h	44	1436	29	89	1221	178	18	9	67	96	12	41
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1725	1610	1757	1725	1610	1810	1900	1610	1810	1900	1610
Queue Service Time (g_s), s	1.5	13.3	0.6	1.5	10.3	4.1	0.5	0.3	2.2	2.5	0.3	1.3
Cycle Queue Clearance Time (g_c), s	1.5	13.3	0.6	1.5	10.3	4.1	0.5	0.3	2.2	2.5	0.3	1.3
Green Ratio (*g/C*)	0.04	0.44	0.44	0.06	0.46	0.46	0.17	0.13	0.20	0.27	0.21	0.21
Capacity (*c*), veh/h	78	2257	702	224	2364	735	371	256	320	494	390	331
Volume-to-Capacity Ratio (*X*)	0.565	0.636	0.042	0.399	0.517	0.242	0.048	0.037	0.211	0.194	0.030	0.124
Back of Queue (*Q*), ft/ln (95 th percentile)	29	194	9	27	148	56	9	5	34	43	6	20
Back of Queue (*Q*), veh/ln (95 th percentile)	1.2	7.8	0.4	1.1	5.9	2.2	0.4	0.2	1.4	1.7	0.2	0.8
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	28.8	13.5	10.0	27.6	11.9	10.2	21.4	23.1	20.6	17.2	19.5	19.9
Incremental Delay (d_2), s/veh	2.4	0.1	0.0	0.4	0.1	0.1	0.0	0.0	0.1	0.1	0.0	0.1
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	31.2	13.6	10.0	28.1	11.9	10.3	21.4	23.1	20.7	17.3	19.5	20.0
Level of Service (LOS)	C	B	A	C	B	B	C	C	C	B	B	B
Approach Delay, s/veh / LOS	14.1	B		12.7	B		21.1	C		18.2	B	
Intersection Delay, s/veh / LOS	13.8						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.25	B	2.08	B	2.83	C	2.70	C
Bicycle LOS Score / LOS	1.32	A	1.31	A	0.64	A	0.73	A

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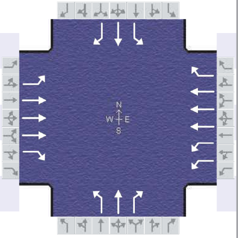
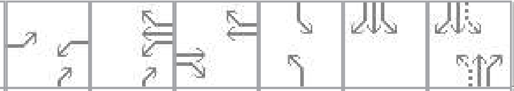
HCS Signalized Intersection Results Summary

General Information				**Intersection Information**	
Agency	Traffic & Mobility Consultants			Duration, h	0.250
Analyst	James Kemp	Analysis Date	Jan 14, 2025	Area Type	Other
Jurisdiction	St. Lucie County	Time Period	PM Peak Hour	PHF	0.94
Urban Street	Okeechobee Road	Analysis Year	2026	Analysis Period	1> 7:00
Intersection	Crossroads Parkway	File Name	C6 - Okeechobee & Crossroads - Future Total - P…		
Project Description	Buildout- with Project				

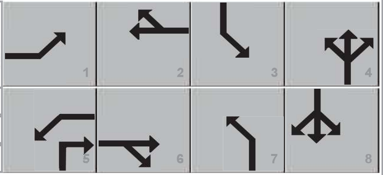


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	38	1435	29	80	1267	141	16	17	87	163	10	51

Signal Information			
Cycle, s	66.5	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	2.6	1.3	30.1	2.2	1.5	8.7
Yellow	3.0	0.0	3.0	3.0	3.0	3.0
Red	1.0	0.0	1.0	1.0	1.0	1.0



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	1	6	5	2	7	4	3	8
Case Number	2.0	3.0	2.0	3.0	1.1	3.0	1.1	3.0
Phase Duration, s	6.6	34.1	8.0	35.5	6.2	12.7	11.7	18.3
Change Period, ($Y+R_c$), s	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Max Allow Headway (*MAH*), s	3.1	3.0	3.1	3.0	3.1	3.3	3.1	3.3
Queue Clearance Time (g_s), s	3.5	17.2	3.6	14.4	2.5	5.3	7.1	3.8
Green Extension Time (g_e), s	0.0	12.9	0.1	13.0	0.0	0.3	0.2	0.3
Phase Call Probability	0.53	1.00	0.79	1.00	0.27	0.97	0.96	1.00
Max Out Probability	0.00	0.06	0.00	0.05	0.00	0.00	0.00	0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate (*v*), veh/h	40	1527	31	85	1348	150	17	18	93	173	11	54
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1810	1725	1610	1757	1725	1610	1810	1900	1610	1810	1900	1610
Queue Service Time (g_s), s	1.5	15.2	0.7	1.6	12.4	3.6	0.5	0.6	3.3	5.1	0.3	1.8
Cycle Queue Clearance Time (g_c), s	1.5	15.2	0.7	1.6	12.4	3.6	0.5	0.6	3.3	5.1	0.3	1.8
Green Ratio (*g/C*)	0.04	0.45	0.45	0.06	0.47	0.47	0.16	0.13	0.19	0.28	0.21	0.21
Capacity (*c*), veh/h	72	2346	730	210	2449	762	355	250	308	492	407	345
Volume-to-Capacity Ratio (*X*)	0.563	0.651	0.042	0.406	0.550	0.197	0.048	0.072	0.301	0.353	0.026	0.157
Back of Queue (*Q*), ft/ln (95 th percentile)	30	220	10	29	182	50	10	11	53	89	6	29
Back of Queue (*Q*), veh/ln (95 th percentile)	1.2	8.8	0.4	1.1	7.3	2.0	0.4	0.4	2.1	3.6	0.2	1.2
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	31.4	14.1	10.1	30.2	12.5	10.2	23.5	25.4	23.1	19.3	20.7	21.3
Incremental Delay (d_2), s/veh	2.6	0.1	0.0	0.5	0.1	0.0	0.0	0.0	0.2	0.2	0.0	0.1
Initial Queue Delay (d_3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	34.0	14.2	10.2	30.6	12.6	10.2	23.5	25.4	23.3	19.5	20.7	21.3
Level of Service (LOS)	C	B	B	C	B	B	C	C	C	B	C	C
Approach Delay, s/veh / LOS	14.7		B	13.3		B	23.6		C	19.9		B
Intersection Delay, s/veh / LOS	14.7						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.25	B	2.08	B	2.84	C	2.70	C
Bicycle LOS Score / LOS	1.37	A	1.36	A	0.70	A	0.88	A

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APPENDIX E

DRIVEWAY ANALYSIS

TURNING MOVEMENT VOLUME COUNTS

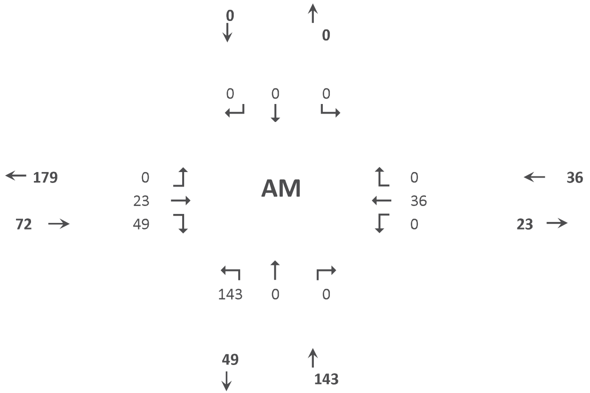
N/S STREET: Gordy Rd
E/W STREET: Project Driveway
FILENAME: Gordy Rd & Project Driveway - TMC
COUNT DATE: 8/17/2022
DAY: Tuesday
CITY: Fort Perice
REPORT DATE: 9/1/2023
ANALYSIS YEAR: 2026
Future Total

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	0	0	0	0	0	0	4	0	0	5	0	9	40
7:15-7:30	0	0	0	0	0	0	0	5	0	0	7	0	12	46
7:30-7:45	0	0	0	0	0	0	0	3	0	0	9	0	12	43
7:45-8:00	0	0	0	0	0	0	0	3	0	0	4	0	7	40
8:00-8:15	0	0	0	0	0	0	0	7	0	0	8	0	15	40
8:15-8:30	0	0	0	0	0	0	0	5	0	0	4	0	9	
8:30-8:45	0	0	0	0	0	0	0	6	0	0	3	0	9	
8:45-9:00	0	0	0	0	0	0	0	4	0	0	3	0	7	

AM PEAK HOUR IS FROM: **7:15AM TO 8:15AM**

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL
Volumes	0	0	0	0	0	0	0	18	0	0	28	0	46
Season Factor	0	0	0	0	0	0	0	21	0	0	33	0	54
Growth	0	0	0	0	0	0	0	23	0	0	36	0	60
In/Out	OUT	-	-	-	-	-	-	-	IN	-	-	-	-
Percentage	100%	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%
PROJECT	143	0	0	0	0	0	0	0	49	0	0	0	**0**
Total	143	0	0	0	0	0	0	23	49	0	36	0	252

PHF: 0.77
Seasonal Factor: 1.17
Trips In 49
Trips Out 143
Growth Rate: 1.0255
Years Grown: 4



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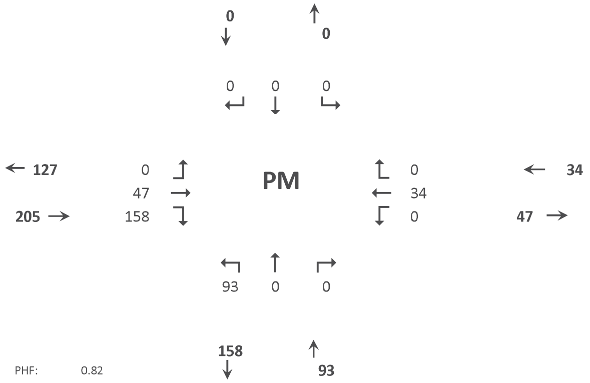
15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	0	0	0	0	0	0	0	5	0	0	4	0	9	46
4:15-4:30	0	0	0	0	0	0	0	3	0	0	4	0	7	56
4:30-4:45	0	0	0	0	0	0	0	4	0	0	10	0	14	59
4:45-5:00	0	0	0	0	0	0	0	10	0	0	6	0	16	62
5:00-5:15	0	0	0	0	0	0	0	10	0	0	9	0	19	60
5:15-5:30	0	0	0	0	0	0	0	6	0	0	4	0	10	
5:30-5:45	0	0	0	0	0	0	0	10	0	0	7	0	17	
5:45-6:00	0	0	0	0	0	0	0	8	0	0	6	0	14	

PM PEAK HOUR IS FROM: **4:45PM TO 5:45PM**

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL
Volumes	0	0	0	0	0	0	0	36	0	0	26	0	62
Season Factor	0	0	0	0	0	0	0	42	0	0	30	0	73
Growth	0	0	0	0	0	0	0	47	0	0	34	0	80
In/Out	OUT	-	-	-	-	-	-	-	IN	-	-	-	-
Percentage	100%	0%	0%	0%	0%	0%	0%	0%	100%	0%	0%	0%	0%
Project	93	0	0	0	0	0	0	0	158	0	0	0	**0**
Total	93	0	0	0	0	0	0	47	158	0	34	0	331

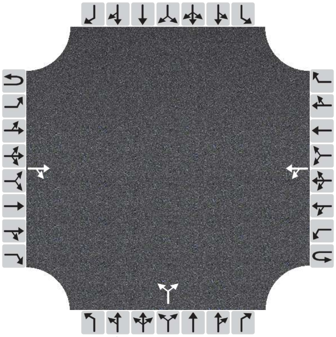
PHF: 0.82
Seasonal Factor: 1.17
Growth Rate: 1.0255
Trips In: 158
Trips Out: 93
Years Grown: 4



HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	James Kemp	Intersection	Gordy & Project Driveway
Agency/Co.	O'Rourke Engineering	Jurisdiction	St. Lucie County
Date Performed	9/1/2023	East/West Street	Project Driveway
Analysis Year	2026	North/South Street	Gordy Road
Time Analyzed	AM Peak Hour	Peak Hour Factor	0.77
Intersection Orientation	East-West	Analysis Time Period (hrs)	0.25
Project Description	Future Total with Project		

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)			23	49		0	36			143		0				
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)						0					186					
Capacity, c (veh/h)						1494					886					
v/c Ratio						0.00					0.21					
95% Queue Length, Q_{95} (veh)						0.0					0.8					
95% Queue Length, Q_{95} (ft)											20.5					
Control Delay (s/veh)						7.4	0.0				10.1					
Level of Service (LOS)						A	A				B					
Approach Delay (s/veh)					0.0				10.1							
Approach LOS					A				B							

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HCS Two-Way Stop-Control Report

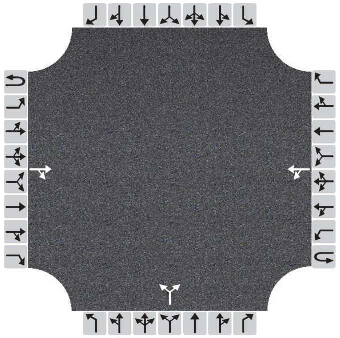
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	9/1/2023
Analysis Year	2026
Time Analyzed	PM Peak Hour
Intersection Orientation	East-West
Project Description	Future Total with Project

Site Information

Intersection	Gordy & Project Driveway
Jurisdiction	St. Lucie County
East/West Street	Project Driveway
North/South Street	Gordy Road
Peak Hour Factor	0.82
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)			47	158		0	34			93		0				
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)						0					113					
Capacity, c (veh/h)						1310					791					
v/c Ratio						0.00					0.14					
95% Queue Length, Q_{95} (veh)						0.0					0.5					
95% Queue Length, Q_{95} (ft)											12.8					
Control Delay (s/veh)						7.7	0.0				10.3					
Level of Service (LOS)						A	A				B					
Approach Delay (s/veh)					0.0				10.3							
Approach LOS					A				B							

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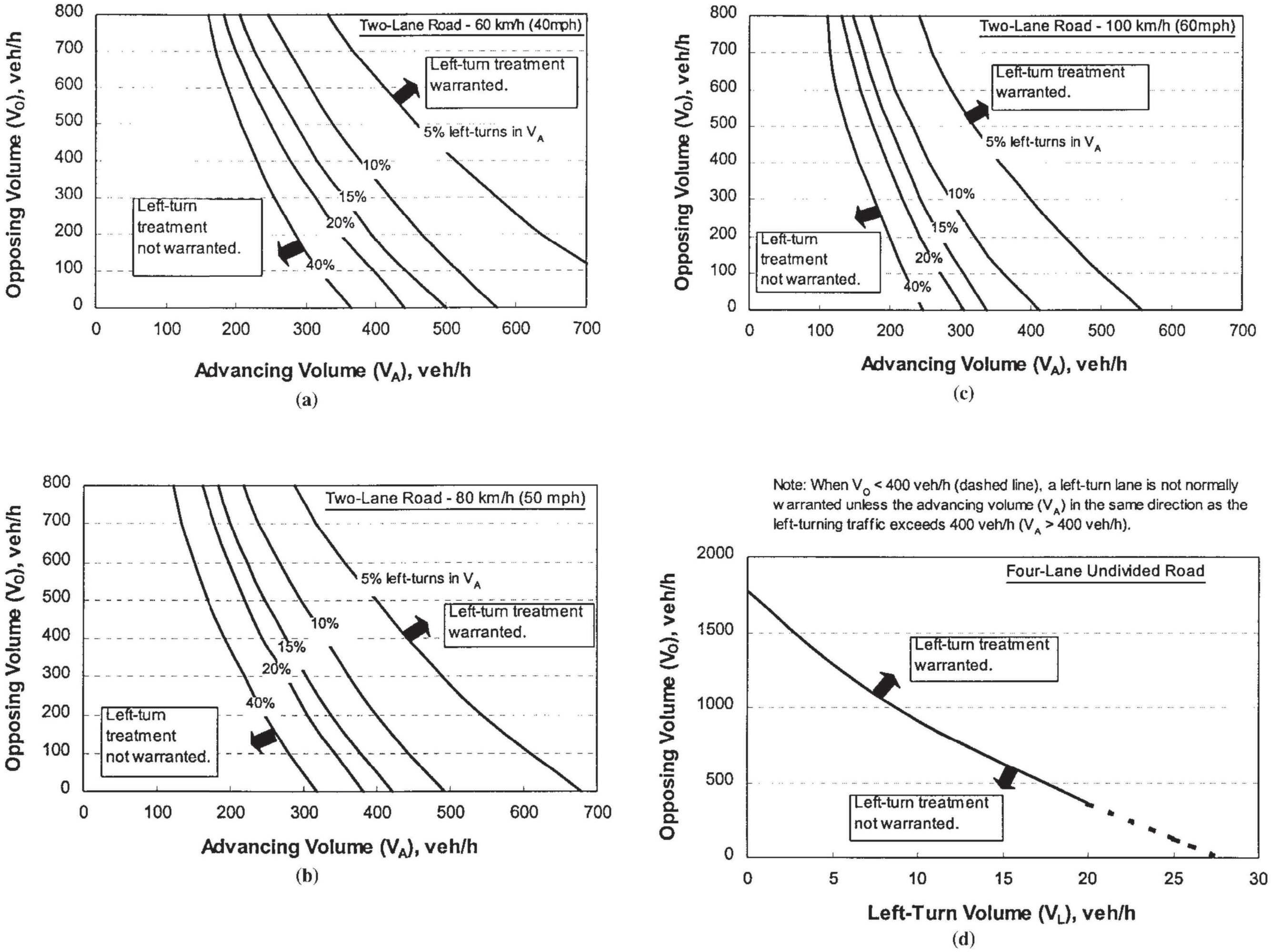


(a)

(c)

(b)

Note: When V_O < 400 veh/h (dashed line), a left-turn lane is not normally warranted unless the advancing volume (V_A) in the same direction as the left-turning traffic exceeds 400 veh/h (V_A > 400 veh/h).

(d)

Figure 2-5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

Application. The guidance stated in the preceding section defines the conditions that may justify the provision of a left-turn bay. Application of this guidance requires two types of data:

1. Major-road turn movement volume for the peak hour of the average day and
2. Major-road 85th percentile speed (posted speed can be substituted if data are unavailable).

Use of Figure 2-5 requires determination of the opposing volume, the advancing volume, and the operating speed. The opposing volume should include only the right-turn and through movements on the approach across from (and heading in the opposite direction of) the subject major-road approach. The advancing volume should include the left-turn, right-turn, and through movements on the subject approach. The operating speed can be estimated as the 85th percentile speed. If the operating speed does not coincide with 60, 80, or 100 km/h (i.e., 40, 50, or 60 mph), then interpolation can be used or, as a more conservative approach, the operating speed can be rounded up to the nearest speed for which a figure is provided.

In application, Figure 2-5 is used once for each major-road approach to the intersection. The appropriate trend line is identified on the basis of the percentage of left-turns on the subject major-road approach. If the advancing and opposing volume combination intersects above or to the right of this trend line, a left-turn bay should be considered for the subject approach. If a bay is included at the intersection, it should be long enough to store left-turn vehicles 99.5 percent of the time (i.e., the bay should not overflow more than 0.5 percent of the time). Techniques for estimating this storage length are provided in the section, Increase the Length of the Turn Bay.

Add a Right-Turn Bay on the Major Road

Introduction. Provision of a right-turn bay on the major road to a two-way stop-controlled intersection can significantly improve operations and safety at the intersection. A right-turn bay effectively separates those vehicles that are slowing or stopped to turn from those vehicles in the through traffic lanes. This separation minimizes turn-related collisions (e.g., angle, rear-end, and same-direction-sideswipe) and eliminates unnecessary delay to through vehicles.

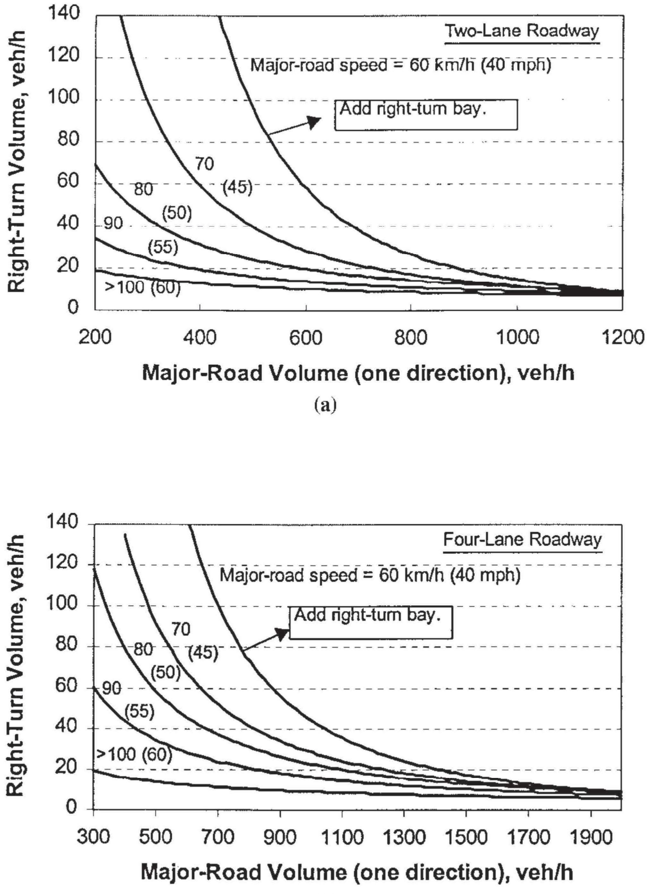
One disadvantage of adding a bay to the major-road approach is that it may require reallocating the existing pavement or widening of the approach cross section. Sometimes the pavement width needed for the additional lane is available within the existing roadway cross section. However, in downtown settings this reallocation may require the removal of some curb parking stalls and can affect adjacent business significantly. Occasionally, the cross section must be widened to provide for the turn bay. If the needed width can be provided within the available right-of-way, the cost may be limited to that of construction. However, if additional right-of-way is needed, the costs of acquiring this property in urban settings can be high.

Guidance. Hasan and Stokes (*22*) developed guidelines for determining when to provide a right-turn bay on the major road of a two-way stop-controlled intersection. These guidelines were based on an evaluation of the operating and collision costs associated with the right-turn maneuver relative to the cost of constructing a right-turn bay. The operating costs included those of road-user fuel and delay. Separate guidelines were developed for two-lane and four-lane roadways. These guidelines are shown in Figure 2-6.

Application. The guidance described in the preceding section defines conditions that may justify the provision of a right-turn bay. Application of this guidance requires two types of data:

1. Major-road turn movement volume for the peak hour of the average day and
2. Major-road 85th percentile speed (posted speed can be substituted if data are unavailable).

Figure 2-6 should be consulted once for each major-road approach. If the combination of major-road approach volume and right-turn volume intersects above or to the right of the trend line corresponding to the major-road operating speed, then a right-turn bay is a viable alternative.



(a)

(b)

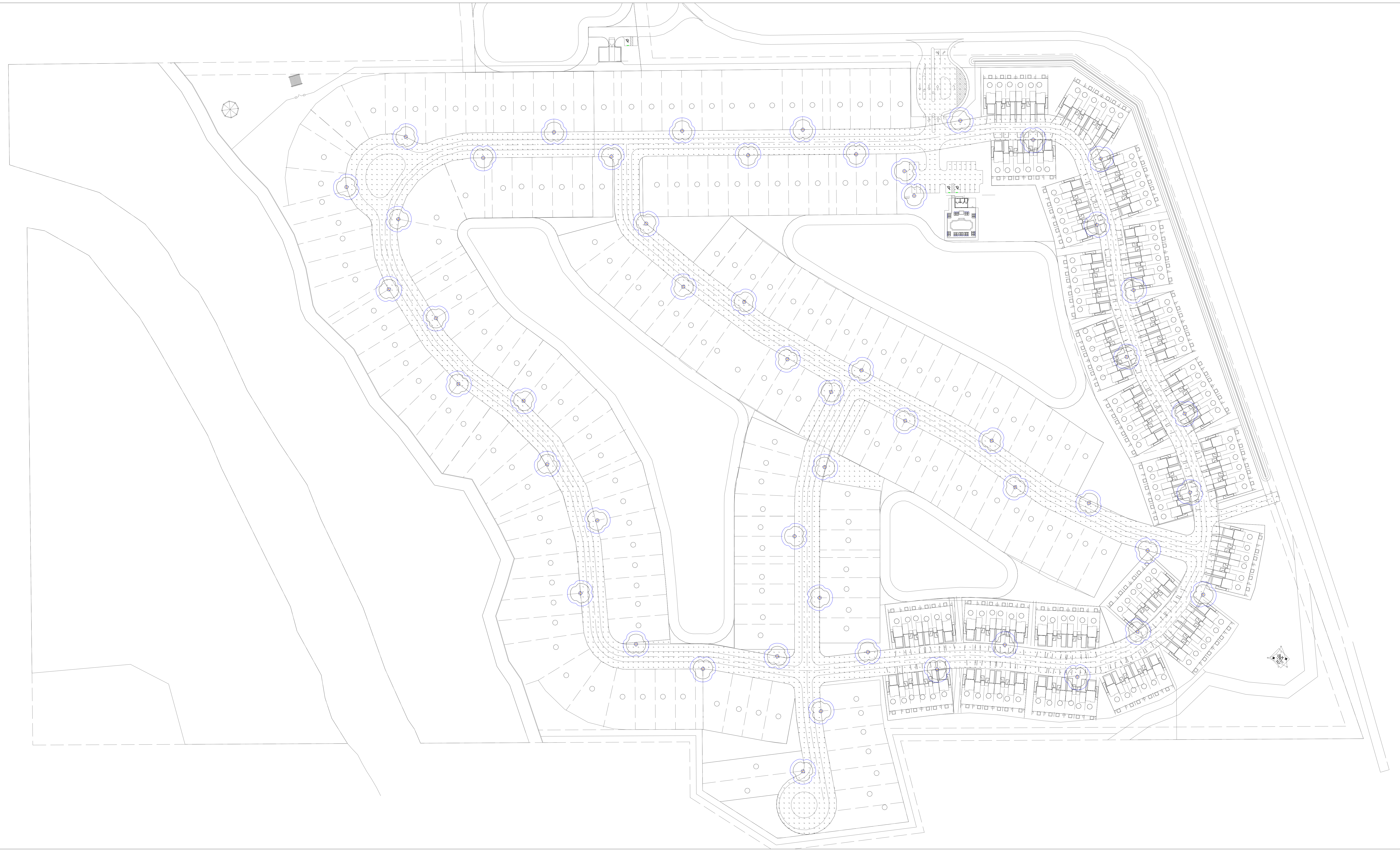
Figure 2-6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

Increase Length of Turn Bay

Introduction. Turn bay length can affect the safety and operation of the intersection approach significantly. This effect becomes more negative as the frequency with which vehicles exceed the available storage increases. Also, for unstopped approaches, this effect becomes more negative as more of the turning vehicle's deceleration occurs in the through lane, prior to the bay. The need to provide adequate storage length, deceleration length, or both is dependent on the type of approach control used and whether the vehicle is turning left or right. Table 2-13 identifies the appropriate bay

TABLE 2-13 Turn-bay length components at unsignalized intersections

Approach Control	Length Components	
	Left-Turn Bay	Right-Turn Bay
Unstopped	Storage Length + Deceleration Length	Deceleration Length
Stopped	Storage Length	Storage Length



Scale: 1 inch= 110 Ft.

Luminaire Schedule

Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts	[LUMCAT]
○	52	NL1	Single	Northport Area Light, Visual Comfort Series, Type 5, Frosted Lens, Single Post Top, Standard Output (DR201-205-SO-35K-T5-FRS) // 5in. OD Aluminium Pole, 16ft. Lens Height for Single Post Top (DR-16-A)	0.850	4474	82	4264	DR201-205-SO-35K-T5-FRS

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts_1	Illuminance	Fc	0.24	2.9	0.0	N.A.	N.A.

CALCULATIONS HAVE BEEN PERFORMED ACCORDING TO IES STANDARDS AND GOOD PRACTICE. SOME DIFFERENCES BETWEEN MEASURED VALUES AND CALCULATED RESULTS MAY OCCUR DUE TO TOLERANCES IN CALCULATION METHODS, TESTING PROCEDURES, COMPONENT PERFORMANCE, MEASUREMENT TECHNIQUES AND SITE CONDITIONS.

PHOTOMETRIC DATA USED AS INPUT FOR THE CALCULATIONS IS BASED ON ESTABLISHED IES PROCEDURES. ACTUAL FIELD PERFORMANCE WILL DEPEND ON LAMP, DRIVER, ELECTRICAL, AND SITE CHARACTERISTICS. VALUES SHOWN ARE ILLUMINANCE MEASURED AT GRADE. PLEASE REFER TO LUMINAIRE SCHEDULE FOR LIGHT LOSS FACTOR (LLF) DETAILS USED IN THE CALCULATIONS.

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Gordy Creek Ft. Pierce

THIS DRAWING SHOWS SUGGESTED FIXTURES AND MOUNTING LOCATIONS BASED ON THE INFORMATION PROVIDED. LANDSCAPE FORMS ASSUMES NO RESPONSIBILITY FOR VARIATION OF LIGHT LEVELS THAT RESULT FROM CHANGES IN PARAMETERS NOT REPORTED AT THE TIME OF DESIGN.

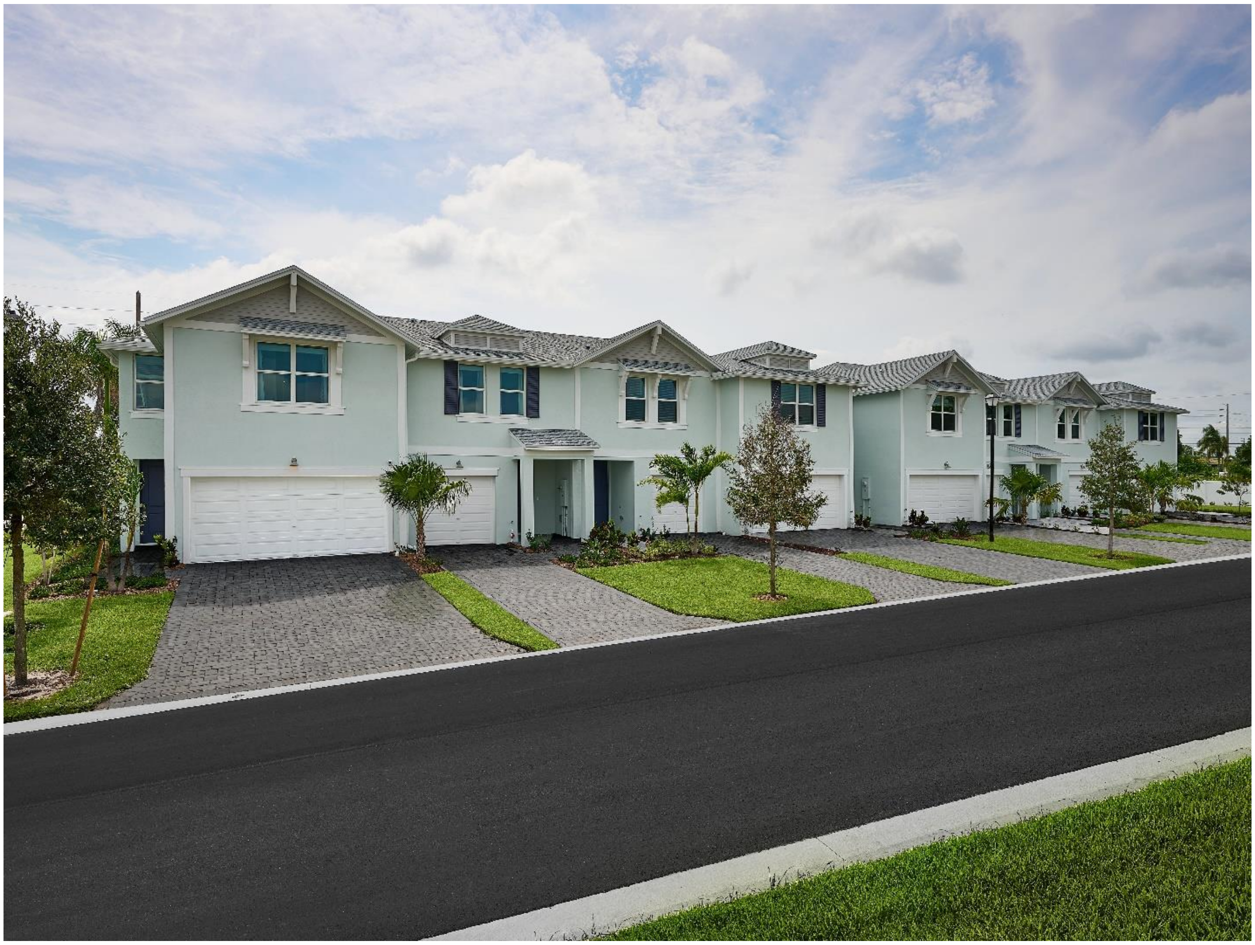
Completed By: AZ
Checked By:
Date:8/29/2024
AGi32® Version 21.4.1

COMMENTS:
-All calculations measured at grade, in footcandles, by Landscape Forms fixtures only.
-All fixtures located as specified within base file.
-Base file: "230711_Gordy Creek_Base (002).DWG"

Filename: ILP1026 - Gordy Creek Rev A.AGI
Revision A
Page 1 of 1

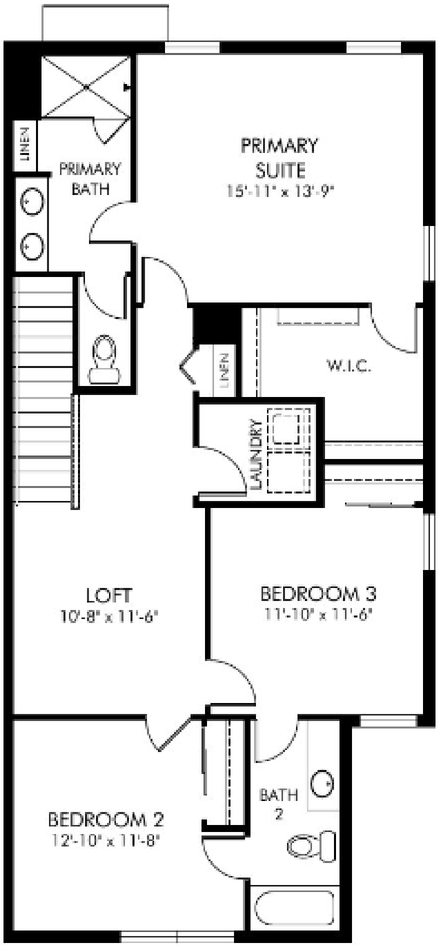
Gordy Creek – Floorplans & Elevations

Town Homes:



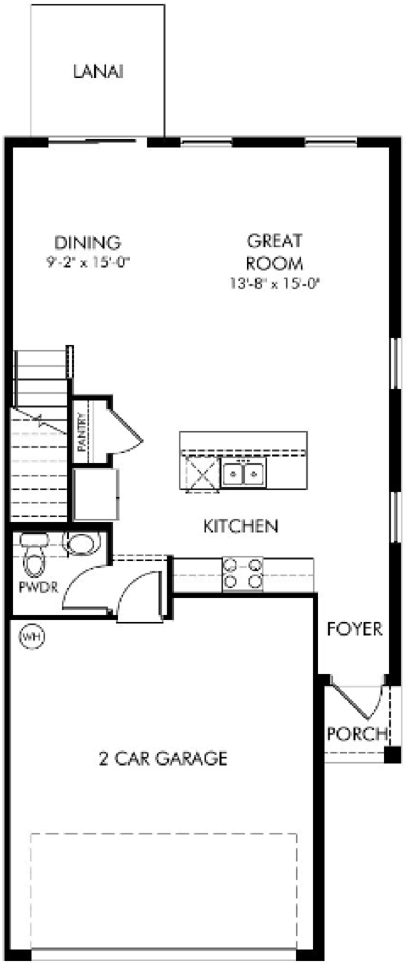
Floorplans:

Option #1


LINEN
PRIMARY BATH
PRIMARY SUITE
15'-11" x 13'-9"
LINEN
W.I.C.
LAUNDRY
LOFT
10'-8" x 11'-6"
BEDROOM 3
11'-10" x 11'-6"
BEDROOM 2
12'-10" x 11'-8"
BATH 2

Tidewater | Sandpiper End | Second Floor

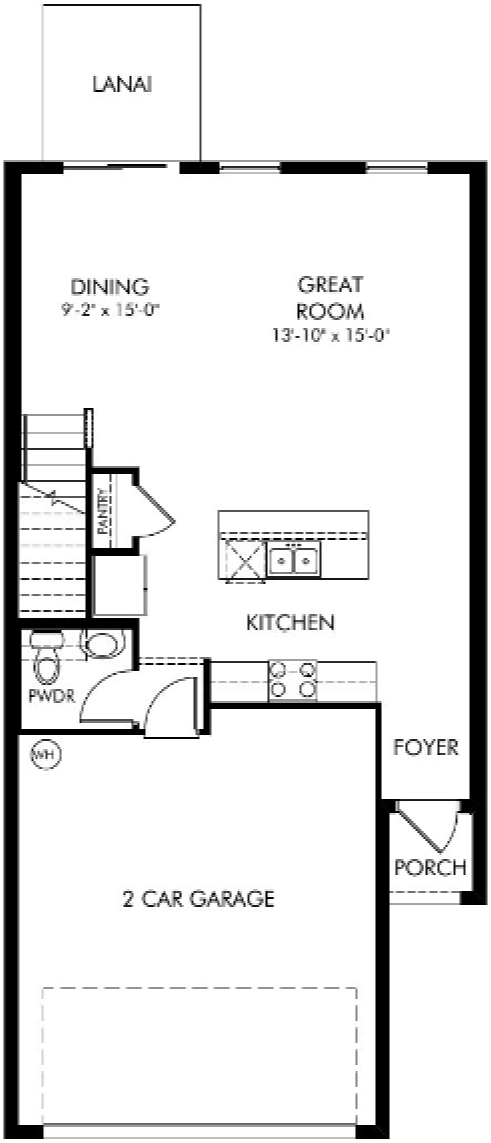
Approx. 1,808 sq. ft. | 3 Bed | 2.5 Bath | 2 Car Garage | 2 Story


LANAI
DINING
9'-2" x 15'-0"
GREAT ROOM
13'-8" x 15'-0"
PANTRY
KITCHEN
PWDR
WH
FOYER
PORCH
2 CAR GARAGE

Tidewater | Sandpiper End | First Floor

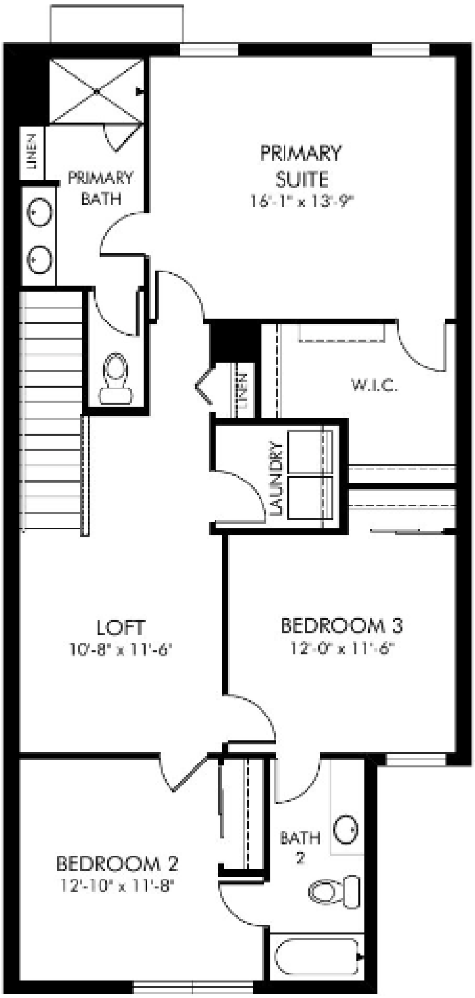
Approx. 1,808 sq. ft. | 3 Bed | 2.5 Bath | 2 Car Garage | 2 Story

Option #2


LANAI
DINING
9'-2" x 15'-0"
GREAT ROOM
13'-10" x 15'-0"
PANTRY
KITCHEN
PWDR
WH
FOYER
PORCH
2 CAR GARAGE

Tidewater | Sandpiper | First Floor

Approx. 1,808 sq. ft. | 3 Bed | 2.5 Bath | 2 Car Garage | 2 Story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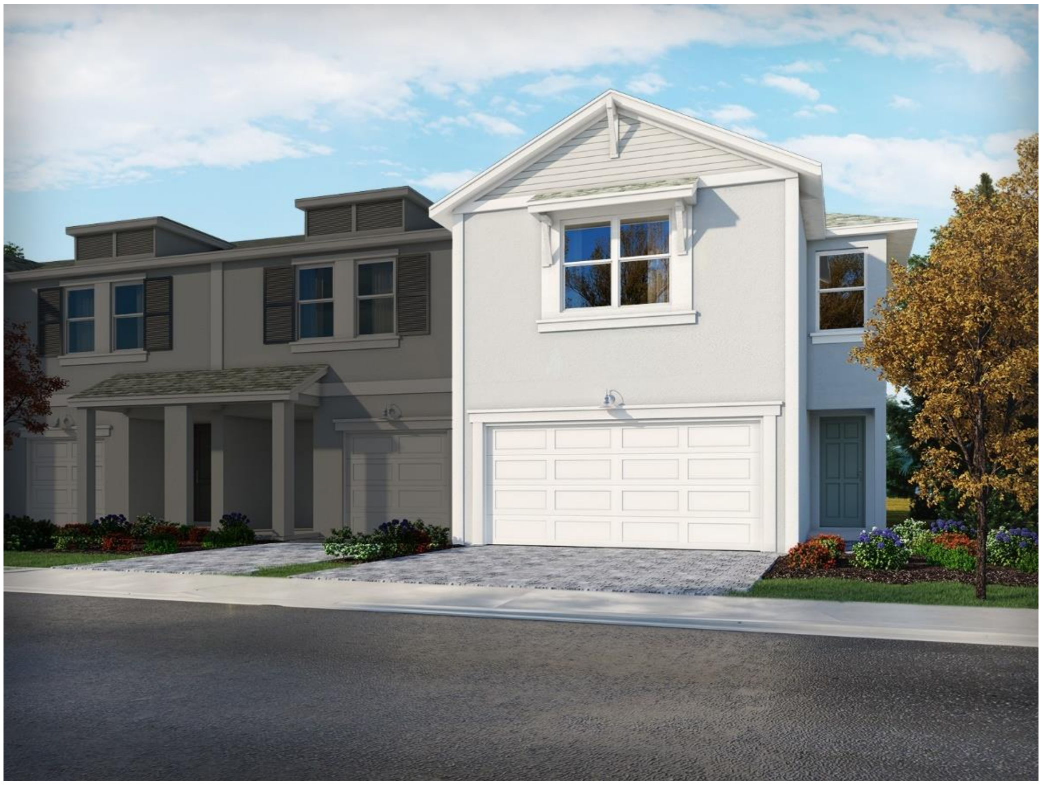
PRIMARY BATH
PRIMARY SUITE
16'-1" x 13'-9"
LINEN
W.I.C.
LAUNDRY
LOFT
10'-8" x 11'-6"
BEDROOM 3
12'-0" x 11'-6"
BEDROOM 2
12'-10" x 11'-8"
BATH 2

Tidewater | Sandpiper | Second Floor

Approx. 1,808 sq. ft. | 3 Bed | 2.5 Bath | 2 Car Garage | 2 Story

Elevations:

Option #1



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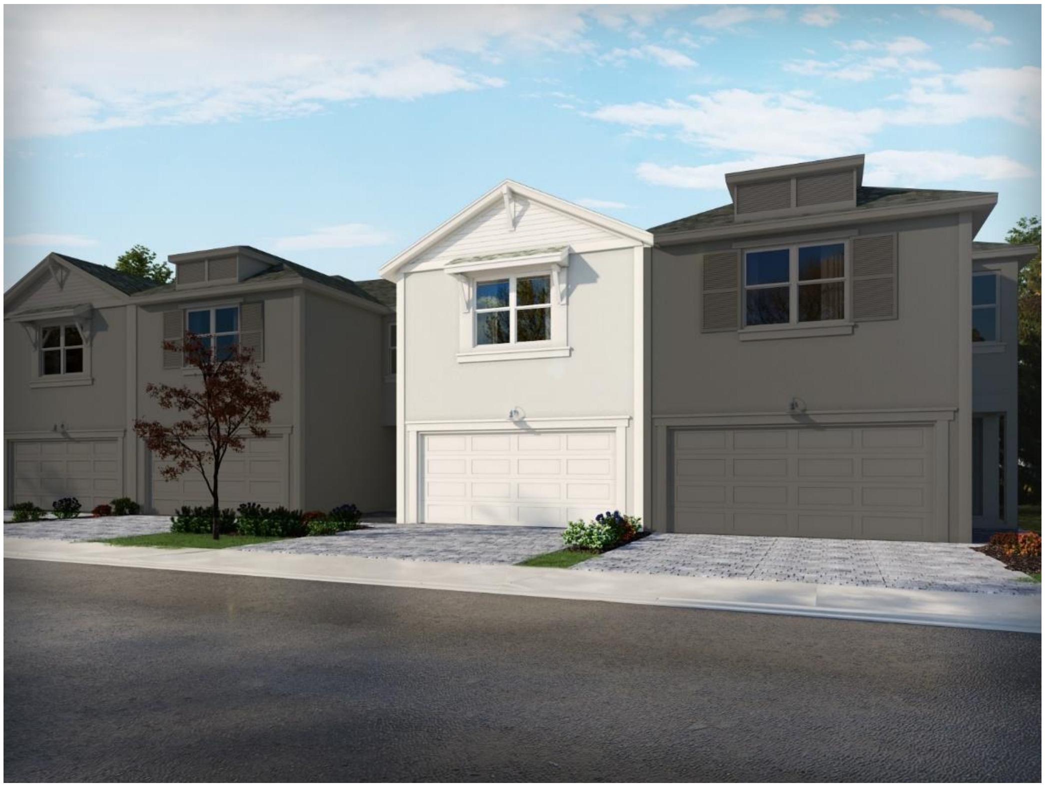
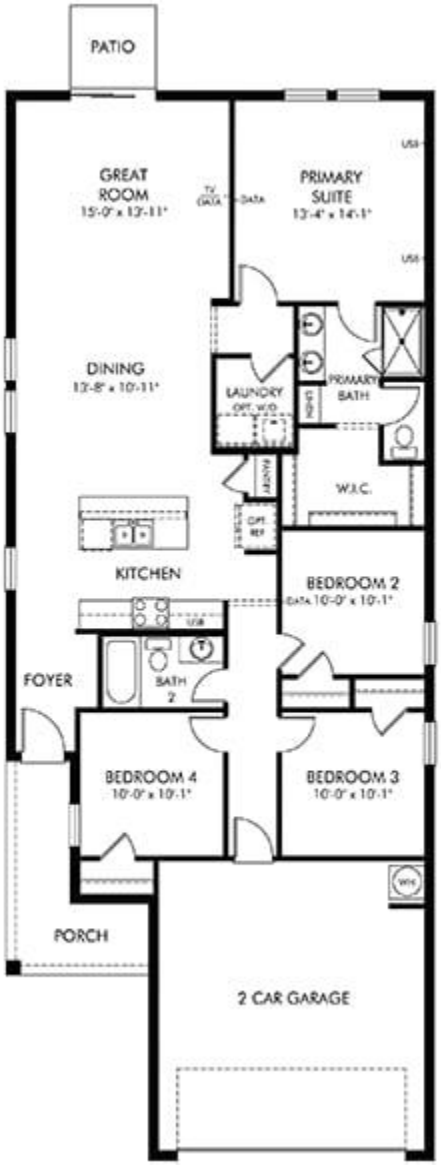


Single Family

Floor plans:

Option #1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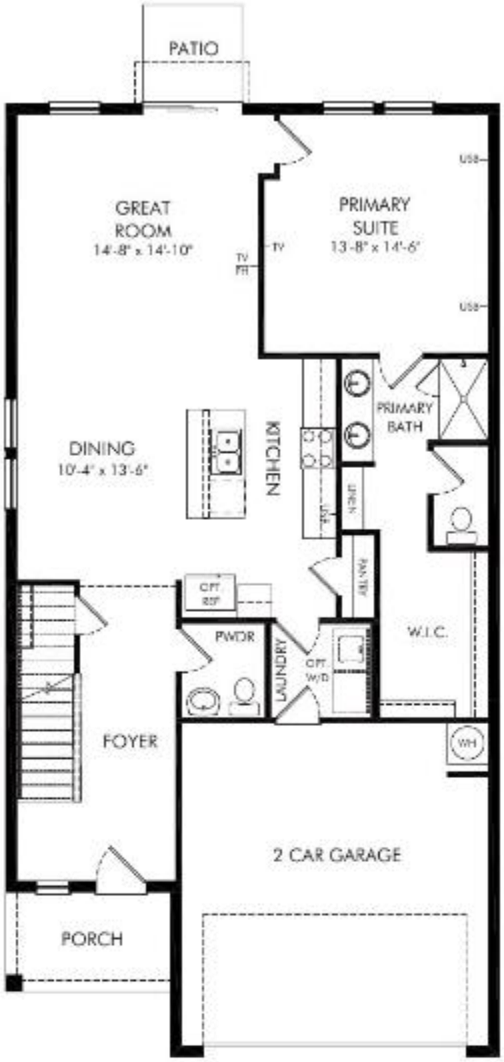
TV DATA
DATA
PRIMARY SUITE
13'-4" x 14'-1"
USB
USB
DINING
13'-8" x 10'-11"
LAUNDRY
OPT. W/D
PRIMARY BATH
LINEN
W.I.C.
PANTRY
OPT. REF
KITCHEN
USB
BEDROOM 2
DATA 10'-0" x 10'-1"
FOYER
BATH 2
BEDROOM 4
10'-0" x 10'-1"
BEDROOM 3
10'-0" x 10'-1"
WH
PORCH
2 CAR GARAGE

Option #2

First floor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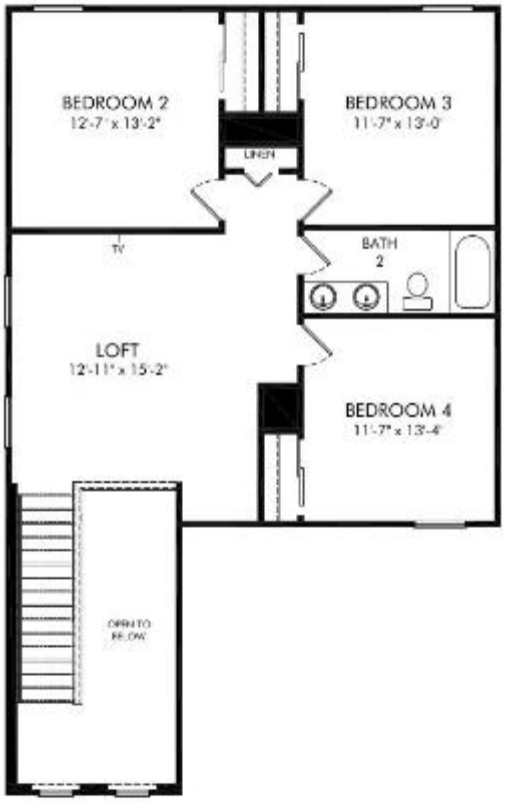
14'-8" x 14'-10"
PRIMARY SUITE
13'-8" x 14'-6"
USB
TV
TV
FP
USB
DINING
10'-4" x 13'-6"
KITCHEN
PRIMARY BATH
LINEN
PANTRY
W.I.C.
OPT REF
PWDR
LAUNDRY
OPT W/D
FOYER
WH
2 CAR GARAGE
PORCH

Second floor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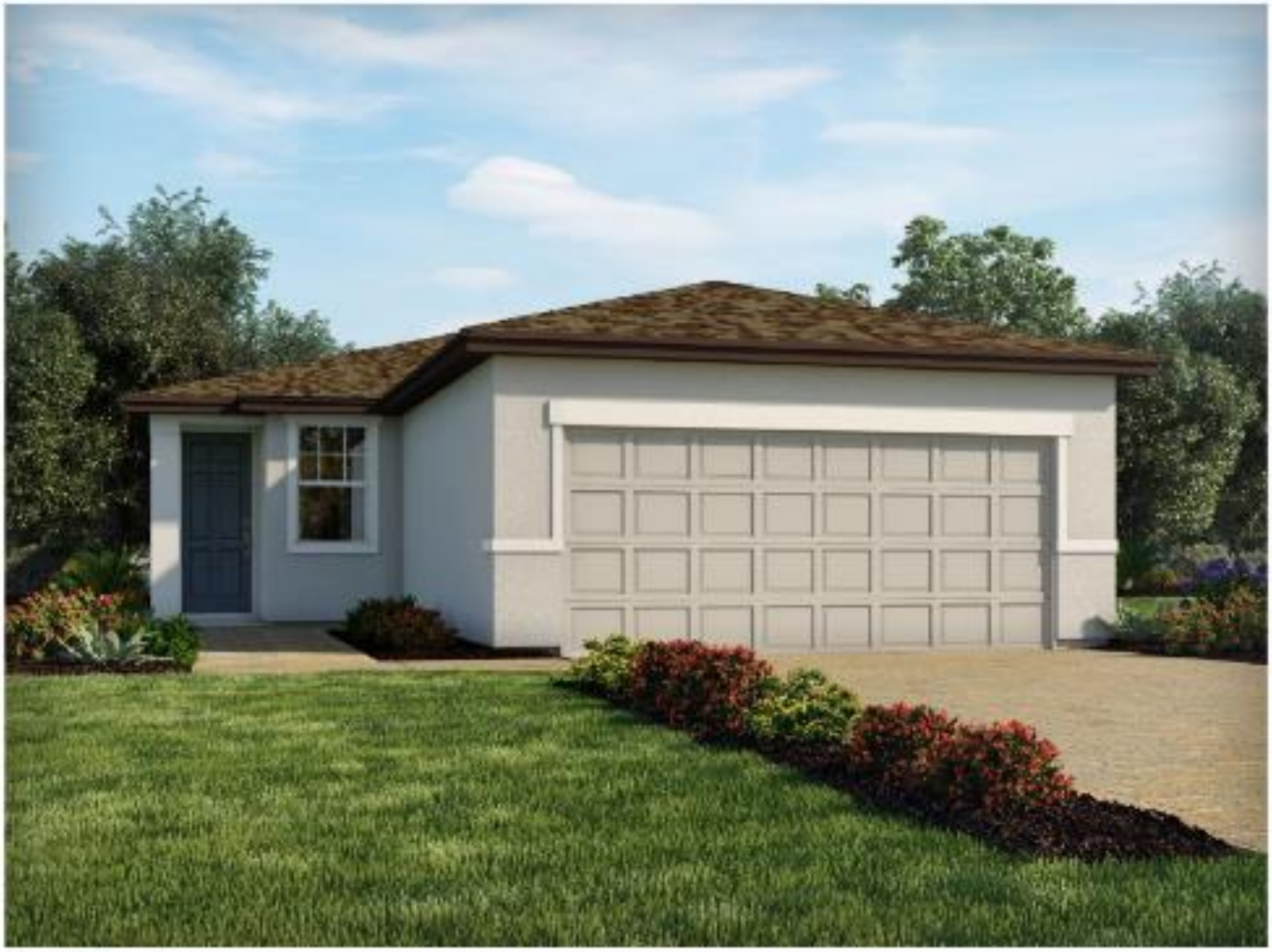
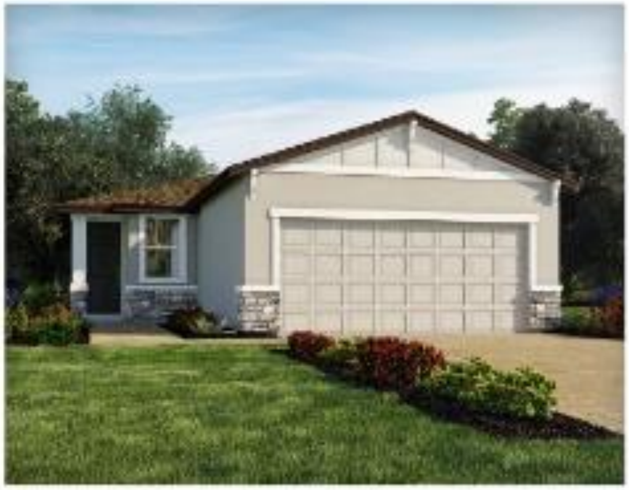
BEDROOM 3
11'-7" x 13'-0"
LINEN
TV
BATH
2
LOFT
12'-11" x 15'-2"
BEDROOM 4
11'-7" x 13'-4"
OPEN TO BELOW

Elevations

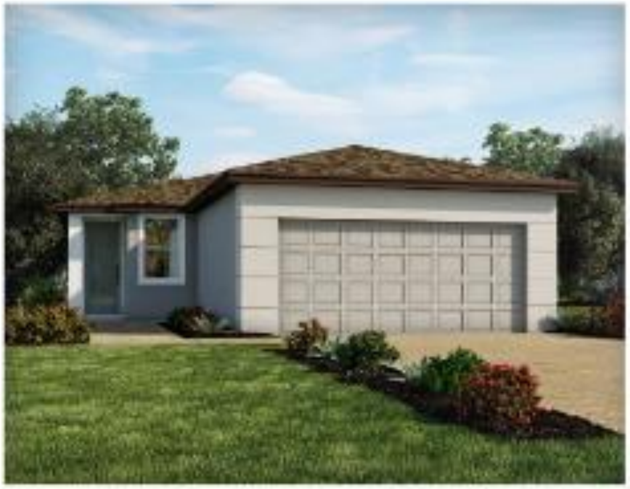
Option #1



Elevation A

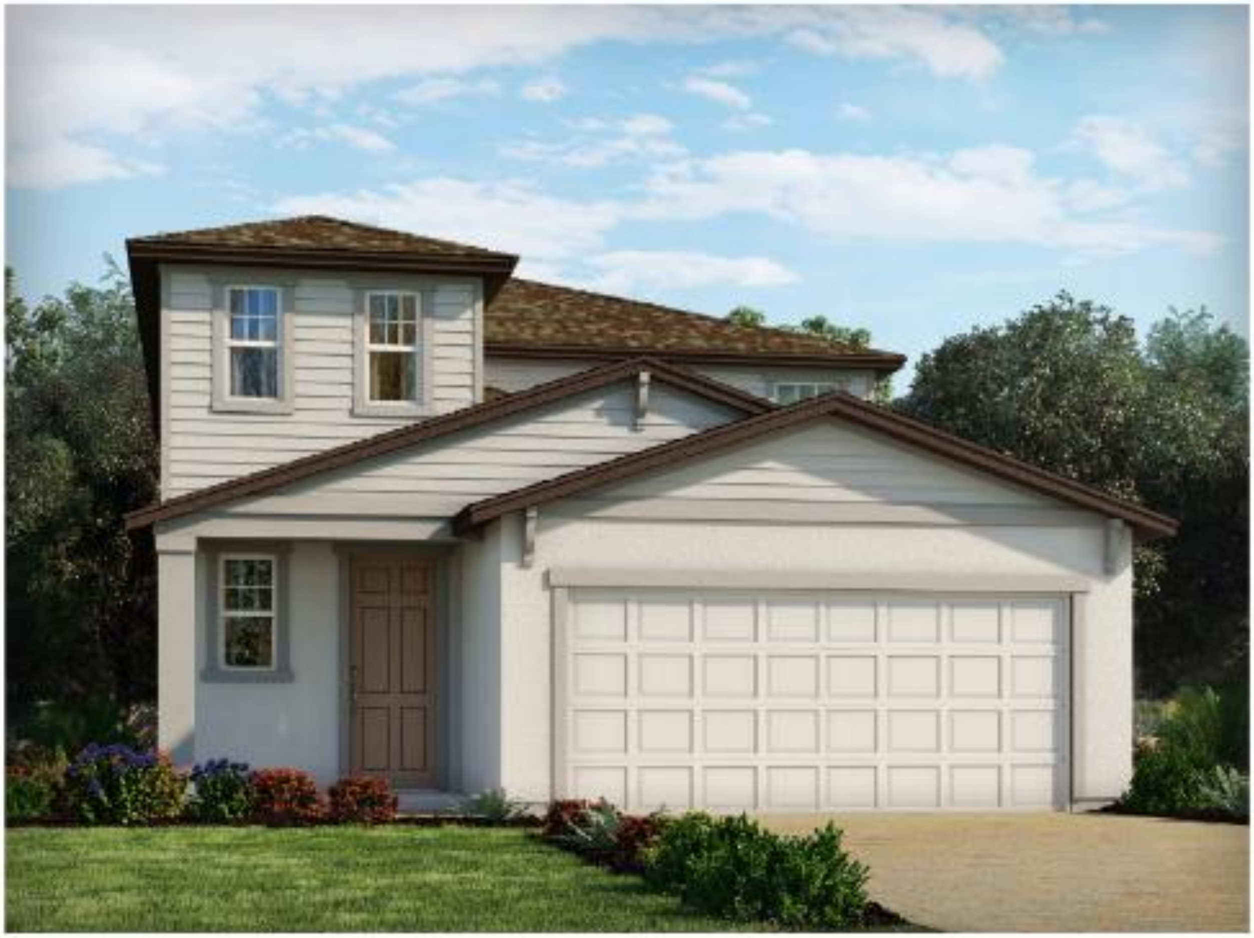


Elevation C

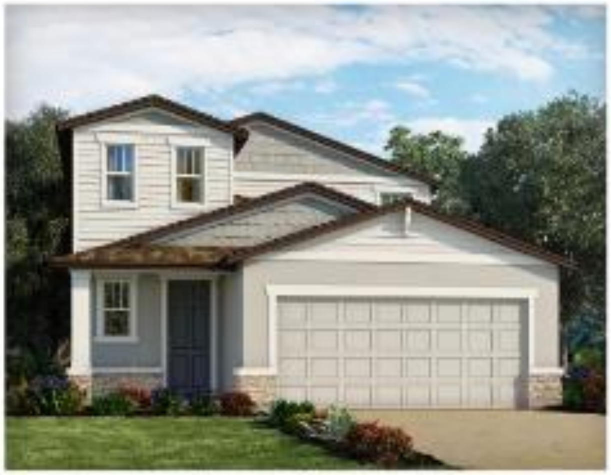


Elevation D

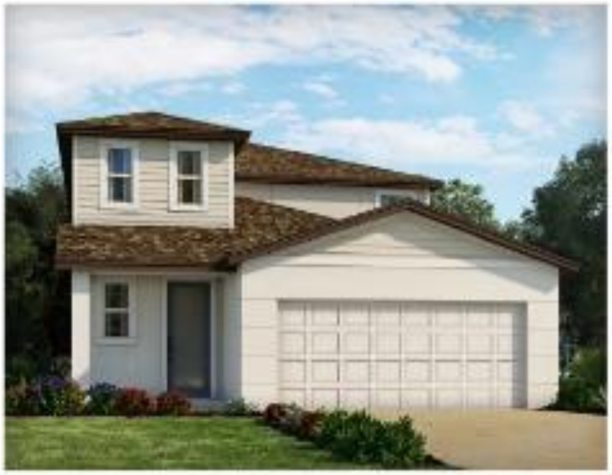
Option #2



Elevation A



Elevation C



Elevation D

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
GORDY CREEK

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Exhibit “A” Legal Description of Property

Exhibit “B” Articles of Incorporation of Association

Exhibit “C” Bylaws of Association

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

GORDY CREEK

THIS DECLARATION is made on the date hereinafter set forth by **GORDY CREEK, LLC**, a Florida corporation, whose address is 201 SE 15th Terr, Suite 201, Deerfield Beach, FL 33441 ("**Declarant**").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property ("**Property**") located in the County of St. Lucie, State of Florida, described on **Exhibit "A"** attached hereto; and

WHEREAS, Declarant desires to preserve and enhance the quality of life in the community being developed on the Property, provide for the maintenance of certain common areas and Improvements within the Property, and provide for the development on the Property of single family residences; and

WHEREAS, Declarant has formed a not-for-profit corporation pursuant to Chapters 617 and 720, Florida Statutes, to own, maintain, operate and/or administer the common areas and improvements within the Property, to administer and enforce this Declaration, and to collect and disburse the assessments and charges hereinafter created, all as set forth herein.

NOW, THEREFORE, Declarant hereby declares that the Property described above shall be subject to the following reservations, easements, limitations, restrictions, servitudes, covenants, conditions, charges, and liens (hereinafter sometimes collectively termed "**Covenants and Restrictions**") which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land, and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner of any portion of the Property.

ARTICLE I
DEFINITIONS

Section 1.1 "**Additional Property**" means any real property, other than the real property described on **Exhibit "A"** attached hereto, which is made subject to the provisions of this Declaration when added to the Property as provided by Article II, Section 2.2 herein below.

Section 1.2 "**Architectural Committee**" or "**Architectural Review Committee**" means the committee established pursuant to Section 3.7 of this Declaration.

Section 1.3 "**Architectural Committee Rules**" means the rules adopted by the Architectural Committee, as such rules may be amended from time to time.

Section 1.4 "**Articles**" means the Articles of Incorporation of the Association, which have been filed with the Office of the Secretary of State of the State of Florida, a current copy of which is attached hereto as **Exhibit "B,"** as may be amended from time to time.

Section 1.5 "**Assessment Lien**" means the lien granted to the Association by this Declaration to secure the payment of Assessments and all other amounts payable to the Association under the Project Documents.

Section 1.6 "**Assessments**" means the annual, special, neighborhood, and individual lot assessments levied and assessed against each Lot pursuant to Article IV of this Declaration.

Section 1.7 "**Association**" means GORDY CREEK RESIDENTIAL COMMUNITY ASSOCIATION, INC., a Florida nonprofit corporation, organized by the Declarant to administer and enforce the Project Documents and to exercise the rights, powers, and duties set forth therein, and its successors and assigns.

Section 1.8 "**Association Rules**" means the rules and regulations adopted by the Association, as the same may be amended from time to time.

Section 1.9 "**Board**" or "**Board of Directors**" means the board of directors of the Association.

Section 1.10 "**Builder**" means a person or entity in the business of, or a person or entity which has an affiliate in the business of, constructing and selling homes or in the business of acting as a land banker that sells lots to persons or entities who construct and sell homes, which purchases a Lot or Lots without Residential Units constructed thereon for the purpose of constructing Residential Units thereon and selling such Lots and Residential Units.

Section 1.11 "**Bylaws**" means the bylaws of the Association, a current copy of which is attached hereto as **Exhibit "C,"** as may be amended from time to time.

Section 1.12 "**Common Area**" means all real property and real property interests (including, but not limited to, easement rights and interests of the Association and/or for the benefit of the Members) owned by the Association, including but not limited to Tracts 01 through 019, Tract R, Tract W, as shown on the Plat, but such definition shall not preclude the Association from operating, maintaining or repairing any other real property for the benefit of the members of the Association (such as, but not limited to, landscaping in public rights-of-way) or any other real property maintained by the Association pursuant to a written agreement entered into by the Association for the benefit of the members.

Section 1.13 "**Common Expenses**" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

Section 1.14 "**Community**" means the community being developed on the Property to be known as GORDY CREEK. Notwithstanding anything in this Declaration to the contrary, neither "Tract Commercial" nor "Tract RW," as shown on the Plat, are included in the Property, the Project, or the Community, and such Tracts are not subject to the terms of this Declaration;

provided, however, any easements granted over such Tracts to the Association shall constitute Common Areas of the Community and are subject to the terms of this Declaration.

Section 1.15 "**County**" means St. Lucie County, Florida.

Section 1.16 "**Declarant**" means GORDY CREEK, LLC, a Florida Corporation, and its successors and assigns, and any assignee of Declarant's rights. Declarant may assign any of its rights by express recorded instrument to a subsequent Owner of all or part of the Property. At any time when there is more than one Declarant, except as otherwise expressly provided in this Declaration, any approval or other action required or permitted by the "Declarant" under this Declaration shall require the written consent of the Declarants owning a majority of all Lots then owned by all Declarants. No successor Declarant shall have any liability resulting from any actions or inactions of any preceding Declarant unless expressly assumed by the successive Declarant, in which event the preceding Declarant shall be released from liability. If there is more than one Declarant, the obligations and liabilities of the Declarant under this Declaration shall be limited to the obligations that relate to the Lots within the Project then owned by such Declarant at the time liabilities or obligations arose, such liability shall not be joint or joint and several, and a Declarant shall not be liable for the actions or inactions of another Declarant.

Section 1.17 "**Declaration**" means the provisions of this document and any amendment hereto.

Section 1.18 "**Designated Builder**" means any Builder that is designated by Declarant as a "Designated Builder" in a supplemental declaration, an amendment to this Declaration, or in a written notice given by Declarant to the Association and by such designation receives certain rights as expressly provided in this Declaration.

Section 1.19 "**District Permit**" means the permit and/or approval issued by the Water Management District, as modified from time to time with the approval of the Water Management District, which governs the construction, use, operation and/or maintenance of the Surface Water Management System for the Project. The Association is obligated to accept assignment of, and to assume in writing, all of Declarant's rights and obligations under the District Permit.

Section 1.20 "**First Mortgage**" means any mortgage (including, but not limited to, any deed of trust or contract for deed, which applicable law would characterize as a mortgage) on a Lot which has priority over all other mortgages on the same Lot.

Section 1.21 "**First Mortgagee**" means the holder of any First Mortgage.

Section 1.22 "**Improvement**" or "**Improvements**" means buildings, roads, driveways, site or subdivision improvements, recreation facilities, pools, parks, amenity centers, parking areas, fences, walls, rocks, hedges, trees, shrubs, other plantings, and all other structures or landscaping improvements of every type and kind.

Section 1.23 "**Lot**" or "**lot**" means any Lot shown on a Plat. For purposes of voting on any issue required to receive the approval of Lot Owners, if a parcel is (i) designated on a Plat as a tract or parcel other than a Lot or Common Area (such as, but not limited to, a future development tract), (ii) is zoned for residential use, and (iii) is encumbered by this Declaration, then the Owner of such parcel shall be deemed to be the Owner of the maximum number of Lots into which such parcel may be subdivided under then applicable zoning and other legal requirements.

Section 1.24 "**Member**" means any person, corporation, partnership, joint venture or other legal entity who/that is a member of the Association as provided in Article III, Section 3.9 hereof.

Section 1.25 "**New Construction**" means the initial construction of a Residential Unit and related Improvements on a Lot.

Section 1.26 "**Owner**" or "**owner**" shall mean the record owner, except as provided below, whether one or more persons or entities, of fee simple title to any Lot, excluding one who is buying a Lot under a contract (whether or not notice thereof is recorded) but has not yet acquired title to the Lot, and also excluding others having an interest merely as security for the performance of an obligation.

Section 1.27 "**Plat**" means the Plat of GORDY CREEK, as recorded in Plat Book _____, Page ___, of the Public Records of the County, and/or any other any recorded subdivision plat of any portion of the Property and all amendments thereto.

Section 1.28 "**Project**" means the Property together with all Improvements located thereon and all easements, rights and privileges appurtenant thereto.

Section 1.29 "**Project Documents**" means this Declaration and the Articles, Bylaws, Association Rules and Architectural Committee Rules.

Section 1.30 "**Purchaser**" means any person other than a Declarant or a Designated Builder, who by means of a voluntary transfer becomes the Owner of a Lot except for an Owner who purchases a Lot and then leases it to a Declarant for use as a model in connection with the sale of other Lots.

Section 1.31 "**Residential Unit**" means any building situated upon a Lot and designed and intended for independent ownership and for use and occupancy as a residence by a Single Family.

Section 1.32 "**Single Family**" shall mean an individual living alone, a group of two or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household in a dwelling.

Section 1.33 "**Single Family Residence**" shall mean a building, house, or dwelling unit used as a residence for a Single Family, including any appurtenant garage and/or storage area.

Section 1.34 “**Single Family Residential Use**” shall mean the occupation or use of a Single Family Residence in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state, county or municipal rules and regulations.

Section 1.35 “**Street(s)**” shall mean the right(s)-of-way and all streets, roads, drives, courts, ways, and cul-de-sacs within the Property as the same as described in and depicted on the Plats, together with all paving, curbing, gutters, sidewalks and other improvements, facilities and appurtenances from time to time located therein, including street lights and utility lines; but, specifically excluding, however, such utility lines, facilities, and appurtenances as are located within such right(s)-of-way as may be owned by private or public utility companies or governmental agencies from time to time providing utility services to the Property.

Section 1.36 “**Surface Water Management System**” or “**Stormwater Management System**” shall mean the system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity or quality of discharges from the system, as permitted by Chapters 40A through 40E and 62, Florida Administrative Code, as applicable, and any successor thereto, specifically including, but not limited to, Tract W and all drainage easements as shown on the Plat.

Section 1.37 “**Tract**” means any portion of the Property established as a Tract in any Plat. Notwithstanding anything in this Declaration to the contrary, neither “Tract Commercial” nor “Tract RW,” as shown on the Plat, are included in the Property, the Project, or the Community, and such Tracts are not subject to the terms of this Declaration; provided, however, any easements granted over such Tracts to the Association shall constitute Common Areas of the Community and are subject to the terms of this Declaration.

Section 1.38 “**Turnover**” means that point in time at which the Declarant is incapable of electing a majority of the Board of Directors of the Association. For the purposes of this Declaration, Turnover shall occur upon the termination of the Class B membership pursuant to Article III, Section 3.11 herein below.

Section 1.39 “**Visible from Neighboring Property**” or “**visible from neighboring property**” shall mean that an object is or would be visible to a person six feet (6’) tall standing on a neighboring Lot, Tract, Common Area, or street at an elevation not greater than the elevation at the base of the object being viewed.

Section 1.40 “**Water Management District**” shall mean the South Florida Water Management District.

ARTICLE II
PLAN OF DEVELOPMENT

Section 2.1 Property Initially Subject to the Declaration. This Declaration is being recorded to establish a general plan for the development and use of the Project in order to protect and enhance the value and desirability of the Project. All of the Property within the Project shall be held, sold, and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the Property subject to this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general plan for the development and use of the Property and hereby evidences his intent that all the restrictions, conditions, covenants, easements, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, Purchasers, assignees, lessees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive, and enforceable by the Association and all Owners. Declarant, its successors, assigns and grantees, covenants and agrees that the Lots and the membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and such shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot. Notwithstanding anything in this Declaration to the contrary, neither "Tract Commercial" nor "Tract RW," as shown on the Plat, are included in the Property, the Project, or the Community, and such Tracts are not subject to the terms of this Declaration; provided, however, any easements granted over such Tracts to the Association shall constitute Common Areas of the Community and are subject to the terms of this Declaration.

Section 2.2 Additional Property. So long as the Class B membership (as hereinafter defined) shall exist, the Declarant may, from time to time, bring Additional Property under the provisions hereof by recorded supplemental declarations or an amendment to this Declaration, which amendment shall be executed by Declarant and the owner of the Additional Property that is added and recorded in the Public Records of the County (which shall not require the consent of any then existing Owners, the Association, or any mortgagee) and thereby add to and include all or such portions of the Additional Property as part of the Property subject to this Declaration, in which event the same shall be entitled to utilize the same Surface Water Management System as the Property. To the extent that Additional Property shall be made a part of the Property as a common scheme, reference herein to the Property should be deemed to be a reference to all of such Additional Property where such reference is intended to include property other than that legally described on **Exhibit "A"** attached hereto. Nothing herein, however, shall obligate the Declarant to add to the initial portion of the Property, to develop any such future portions under such common scheme, nor to prohibit the Declarant from rezoning and/or changing the development plans with respect to such future portions, nor to prohibit the Declarant from adding additional or other property to the Property under such common scheme. Expansion of the Property may include the designation of additional lands as Common Areas.

Section 2.3 Supplemental Declarations. Supplemental declaration(s) may, but need not necessarily, be recorded from time to time by Declarant (or with the express prior written consent of Declarant, in its sole discretion). A supplemental declaration shall be supplemental to this Declaration, and may create a sub-association and/or impose supplemental obligations, covenants, conditions, or restrictions, or reservations of easements, with respect to a particular portion of the Property or other land described in such instrument. This Declaration and any supplemental declaration shall be construed to be consistent with each other to the greatest extent reasonably possible; however, in the event of any irreconcilable conflict, the provisions of this Declaration shall prevail. Any purported supplemental declaration recorded by a person other than Declarant, without the express prior written consent of Declarant, shall be null and void.

Section 2.4 Sub-Associations. Sub-associations may be created from time to time, to administer to particular portions of the Property; provided that no sub-association may be validly organized except pursuant to the authority and jurisdiction of a supplemental declaration as set forth in Section 2.3 above. A duly created sub-association shall be a supplemental homeowners association, organized pursuant to the authority and jurisdiction of a supplemental declaration, with concurrent and supplemental jurisdiction (subject to this Declaration and the other Project Documents) with the Association with respect to a particular portion of the Property.

A sub-association shall have the power to establish standards and conduct activities for the property under its responsibility, subject to the Property Documents and any documents created in connection with the creation and ongoing operations of the sub-association. Notwithstanding the foregoing, the Association shall have the power and authority to veto any action taken or contemplated to be taken by any sub-association which the Board reasonably determines to be in violation of the Project Documents, or adverse or detrimental to the best interests of the Association, or its Members. The Association also shall have the power to reasonably require specific action to be taken by any sub-association in connection with the sub-association's obligations and responsibilities (for example, without limitation, requiring specific maintenance or repairs, or requiring that a proposed sub-association budget include certain items and that expenditures be made therefor). A sub-association shall take appropriate action required by the Association by written notice, within the reasonable time frame set forth in such notice. If the sub-association fails to so comply, the Association shall have the power and authority to effectuate such action on behalf of the sub-association and to levy special assessments, pursuant to Article IV of this Declaration, to cover the reasonable costs thereof.

Section 2.5 Removal of Property. So long as the Class B membership shall exist, the Declarant shall have the right from time to time, in its sole discretion and without the consent of any person (other than consent of the owner of the property being removed), to delete from the Property and remove from the effect of this Declaration one or more portions of the Property, provided, however, that a portion of the Property may not be deleted from this Declaration unless at the time of such deletion and removal no Residential Units or material Common Area Improvements have been constructed thereon (unless the removal is for the purpose of accomplishing minor adjustments to the boundaries of Lots or the Property). No deletion of Property shall occur if such deletion would act to terminate access to any right-of-way or utility line unless reasonable alternative provisions are made for such access. No deletion of Property shall affect the Assessment Lien on the deleted Property for Assessments accruing prior to deletion. Any deletion of Property hereunder shall be made by an amendment to this Declaration signed by Declarant and the owner of the property being removed and recorded in the Public Records of the County.

Section 2.6 Timing of Development. Notwithstanding anything shown on the Plat, the Community may be developed by Declarant in phases, and Declarant may construct the Improvements on, in, and under the Lots and Tracts shown on the Plat at such times as Declarant deems acceptable, in Declarant's sole discretion. For the avoidance of any doubt, Declarant shall not be required to construct any buildings, roads, driveways, site or subdivision improvements, recreation facilities, parking areas, fences, walls, rocks, hedges, trees, shrubs or other plantings, or other Improvements depicted on the Plat until such time as Declarant has elected to develop such portion of the Community, except as necessary to provide access to a public right-of-way or utility line for a Lot owned by a Purchaser.

ARTICLE III
THE ASSOCIATION; RIGHTS AND DUTIES, MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Rights, Powers, and Duties. The Association is a Florida non-profit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Project Documents, specifically including all those powers prescribed by Chapters 617 and 720, Florida Statutes, as amended from time to time, together with such rights, powers and duties as may be reasonably necessary to effectuate the objectives and purposes of the Association as set forth in the Project Documents, and shall provide (or cause to be provided) the following services:

Section 3.1.1 Maintenance of all Common Areas and/or any Improvements from time to time located thereon, including, without limitation, recreation areas, amenities, grass, landscaping and irrigation systems, screen walls and entry features, all private roads (if applicable), driveways, alleys and parking areas and all lights and landscaping on and around such private roads, driveways, alleys and parking areas within the Property which are not maintained by governmental authorities or located within any Lot. Neither Declarant nor the Association guarantees or represents that any view over and across any lake, pond, stream, river or retention pond (a "**Water Feature**") or an open space or conservation area from adjacent Residential Units or other property will be preserved without impairment. Without limiting the foregoing, neither Declarant nor the Association shall have the obligation to relocate, prune, or thin trees or other landscaping except as set forth in this Article III. Any express or implied easements for view purposes and/or for the passage of light and air are hereby expressly disclaimed. Notwithstanding anything to the contrary herein contained, the Association shall maintain all Common Area landscaping in accordance with the landscape plan (if applicable) submitted to and approved by applicable governmental authorities in connection with the approval of the Project, which requirement may not be amended or deleted without the prior approval of the applicable governmental authorities which approved such landscape plan.

Section 3.1.2 Subject to Article XIV below, maintenance, operation and repair of the Surface Water Management System, which shall include the exercise of practices that allow the Surface Water Management System to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Water Management District. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified as approved, by the Water Management District.

Section 3.1.3 Providing other maintenance upon any portion of the Property (including all Residential Units) and/or any improvement from time to time located thereon which, in the Board's opinion, requires such maintenance because (i) said property is being maintained in a sub-standard manner or (ii) otherwise violates any of the covenants and restrictions contained herein. The Association shall notify the Owner responsible for the Lot in writing, specifying the nature of the condition to be corrected, and if the Owner has not caused the same to be corrected within fifteen (15) days after the date of said notice, the Association may correct such condition at the Owner's sole cost and expense as provided below.

The cost of such maintenance or corrective actions shall be assessed by the Association against the Owner on whose behalf such maintenance or corrective actions are performed, but shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charge shall be a lien upon the subject Lot (including a Residential Unit), and an obligation of the Owner and shall become immediately due and payable in all respects, together with attorneys' fees, court costs, interest and other fees or costs of collection as required by the Association.

Section 3.1.4 Constructing Improvements on the Common Area and granting easements and licenses over and upon lands owned by the Association as may be required, permitted, recommended, or desirable (as determined by the Board in its sole option and discretion to provide the services as authorized in this Article).

Section 3.1.5 The Board shall have the right, in its discretion, to enter into contracts on behalf of the Association for the purpose of carrying out its duties hereunder or which will otherwise be of benefit to the Owners in general, subject to the requirements of Sections 720.3055 and 720.309, Florida Statutes, as amended. The terms of any such contracts shall be negotiated by the Board in its discretion, which may designate an officer of the Association to act on its behalf. It is specifically contemplated that the Board may (but shall not be required to) cause the Association to enter into a contract with a licensed community association management company for the purpose of carrying out the Association's obligations under the Project Documents. It is also contemplated that the Board may (but shall not be required to) enter into one or more agreements controlling the provision of telephone, cable television, internet access and other communications or data transmission services (as the case may be) to and within the Property, and/or such other similar agreements as the Board may deem from time to time to be necessary and/or desirable. Any expenses associated with contracts entered into by the Board on behalf of the Association shall constitute Common Expenses.

Section 3.1.6 The Association may, but shall not be obligated to, maintain or support various activities within the Property which are intended to foster or promote safety or security. No representation or warranty is made that any fire protection system, burglar alarm system, gate system or other security system installed or security measures undertaken on or about the Property cannot be compromised or circumvented, nor that any such systems or security measures will prevent loss or provide the detection or protection for which they may be designed or intended. Each Owner acknowledges, understands, and covenants to inform all occupants of its Residential Unit, and their respective families and invitees, that neither the Association, the Board, the Declarant, committees, neighborhood associations, nor any other persons involved with the governance, maintenance, and management of the Property are insurers of safety or security within the Property. All Owners and occupants, and their respective families and invitees, assume all risks of personal injury and loss or damage to persons, units, and the contents of units, and further acknowledge that neither the Association, its Board and committees, the management company of the Association, any neighborhood association nor the Declarant have made representations or warranties regarding any attended or unattended entry gate, patrolling of the property, any fire protection system, burglar alarm system, or other security systems recommended or installed or any security measures undertaken within the property. All Owners and occupants, and their respective families and invitees, further acknowledge that they have not relied upon any such representations or warranties, expressed or implied.

Any gate house or gate attendant service which may exist for the Community is intended to limit access to the Property but is not intended to constitute any assurance that the Property is secure from entry or intrusion by non-owners and non-occupants. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than they otherwise might be. However, neither the Association, the Board, the management agent of the Association, any neighborhood association nor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of the above-mentioned parties be held liable for any loss or damage by reason of failure to provide adequate security or for the ineffectiveness of security measures undertaken. No representation or warranty is made that any systems or measures, including any mechanism or system for limiting access to the property (or onsite roving patrol or resources, if applicable) cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases present loss or provide the detection or protection for which the system is designed or intended.

Section 3.1.7 Other provisions of this Declaration grant and give the Association, and/or the Declarant the right to grant certain permits, licenses, approvals, and easements over the Property and Common Area for utilities, access, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Property under the circumstances specified therein.

In furtherance of the foregoing provisions, and in order to promote the health, safety, and welfare of the Owners and occupants of the Property and provide for the maintenance and preservation of the Common Area and the Property, the Declarant, and the Association shall be entitled (but not obligated) to establish and enforce conditions governing the use of the Common Area by third parties, including (without limitation) parties providing utility or other services to the Property. Accordingly, all third parties utilizing the Common Area shall be required to comply with such conditions as may be determined by the Association and/or the Declarant, as applicable, to be reasonable and necessary to maintain, preserve and protect the Common Area and the Property, and to preserve and protect the safety of persons and property from time to time located upon or within the Property. Conditions may be imposed, in particular, on any person or entity utilizing the Common Area for the installation, maintenance, repair, or replacement from time to time of utilities or any other Improvements or facilities (a "**Service Provider**") pursuant to any easement, permit, license, right of use or similar right or privilege granted by either the Declarant or the Association (whether or not pursuant to the Declaration, the Plat, or any other agreement or instrument) in order to accomplish the foregoing purposes and in order to avoid, if possible, the installation of Improvements which interfere with the use of the Common Area and/or detract from the appearance of the Common Area and the Property. Such conditions may include, without limitation, the right of the Association or Declarant to:

(A) Require that the Service Provider submit a written request for authorization to utilize the Common Area, in form and content (and accompanied by such additional documents and information) as are reasonably required by the Association or the Declarant, as applicable, to adequately review and process same;

(B) Require the Service Provider to pay a processing fee in an amount reasonably determined by the Association or the Declarant to compensate it for the cost of processing, reviewing, and approving such request;

(C) Require that Improvements be installed below ground to the maximum extent practicable;

(D) Approve the location of any Improvements;

(E) Approve the size and composition of any above-ground Improvements;

(F) Approve the plans and specifications for all Improvements;

(G) Supervise construction, installation, repair and other activities;

(H) Establish appropriate times for such activities to be conducted;

(I) Require screening or landscaping around above-ground Improvements;

(J) Minimize interference with other uses of the Common Area and Property;

(K) Impose safety, security and traffic control requirements;

(L) Establish and enforce reasonable rules and regulations;

(M) Require the Service Provider to reimburse the Association or the Declarant for any actual, out-of-pocket expenses incurred or payable by the Association or the Declarant to others in order to perform any activities contemplated in this Section 3.1.7, including, without limitation, costs or fees of consultants, contractors and others who may be engaged to perform such activities or to monitor or enforce the provisions of this Section with respect to such Service Provider; and

(N) Take such other actions as are reasonable or appropriate in furtherance of the foregoing.

Nothing contained herein, however, shall be construed to impose upon the Declarant or the Association an affirmative obligation to establish such conditions, nor any particular condition listed above, nor shall either the Declarant or the Association be liable to each other or any Owner, Member, or other person for failure to establish or enforce any such conditions.

Section 3.2 Mortgage and Pledge. With the approval of at least two-thirds (2/3) of the Board and the consent of the Class B Members (if any), the Board shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its functions.

Section 3.3 Conveyance by Association. Subject to the provisions hereof, the Association shall be empowered to delegate or convey any of its functions or Property to any governmental unit, public utility or private party approved by at least two-thirds (2/3) of the Board and by the Class B Members (if any), which approval may be withheld by the Class B Members in their sole discretion. Notwithstanding the foregoing, the Association may delegate ministerial functions to any governmental unit, public utility, or private party as the Board deems to be in the Association's best interest .

Section 3.4 Action by Association. Unless the Project Documents specifically require a vote of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board, acting by majority vote unless a different standard is specified in the Project Documents. Copies of the Articles and Bylaws of the Association shall be available for inspection at the office of the Association or its contract manager during reasonable business hours.

Section 3.5 Board of Directors and Officers. The affairs of the Association shall be conducted by a Board of Directors and such officers and committees as the Board may elect or appoint in accordance with the Articles and the Bylaws. Subject to Section 720.307, Florida Statutes, as amended, until termination of the Class B membership Declarant shall have the right to appoint and remove members of the Board. After termination of the Class B membership, the Members shall elect the Board as provided in the Bylaws.

Section 3.6 Association Rules. The Board may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal Association Rules, provided, however, that such Association Rules (or any amendments thereto) shall not be effective as to any Lot or Tract owned by Declarant unless either (i) such Association Rules have been approved by Declarant in writing, or (ii) such Association Rules were adopted (or amended) by a Board having a majority of its members appointed by the Declarant. The Association Rules may restrict and govern the use of any area by any Owner, by the family of such Owner, or by any invitee, licensee or lessee of such Owner except that the Association Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles, the Bylaws or applicable law. Upon adoption, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration.

Section 3.7 New Construction. So long as Declarant owns at least one (1) Lot or Tract in the Community, Declarant shall be responsible for initial approval of all New Construction on a Lot through and including the issuance of a Certificate of Occupancy for the Residential Unit thereon. Upon the sale of the last Lot or Tract owned by Declarant, if Declarant has not previously assigned such rights and obligations to the Association, Declarant shall assign such approval rights to a committee of the Association whose members shall be appointed by the Board, and all rights and obligations of Declarant with respect to New Construction approvals shall automatically pass to the Association. At such time as the Association acquires the rights and obligations of approval of New Construction, the Association may, in its discretion, elect to merge such committee into the Architectural Committee, in which event the Architectural Committee shall thereafter perform such functions. Notwithstanding the foregoing, all construction on Lots owned by the Declarant shall be exempt from such review and approval.

Section 3.8 Architectural Committee. The Board shall establish an Architectural Committee consisting of not less than three (3) members to regulate the external design, appearance and use of the Property and to perform such other functions and duties as may be imposed upon it by this Declaration or the Board (excluding approval of New Construction unless otherwise expressly provided in Section 3.7 above). So long as the Class B membership exists, the Declarant shall have the right to appoint and remove all members of the Architectural Committee. Notwithstanding the foregoing, all construction on Lots owned by the Declarant shall be exempt from review and approval by the Architectural Committee.

Section 3.9 Identity of Members. Membership in the Association shall be limited to Owners of Lots. An Owner of a Lot shall automatically, upon becoming the Owner thereof, be a Member of the Association and shall remain a Member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. In no event shall any mortgagee or other party holding any type of security interest in a Lot or the Residential Unit constructed thereon be a Member of the Association, unless and until any of said parties obtains or receives fee simple title to such Lot.

Section 3.10 Transfer of Membership. Membership in the Association shall be appurtenant to each Lot and a membership in the Association shall not be transferred, pledged or alienated in any way, except upon the sale of a Lot and then only to such Purchaser, or by intestate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. Any attempt to make a prohibited transfer shall be void and shall not be reflected upon the books and records of the Association. The Association shall have the right to charge a reasonable transfer fee to the Purchaser in connection with any transfer of a Lot.

Section 3.11 Classes of Members. The Association shall have two (2) classes of voting membership:

Class A. The Class A Members shall be all Owners, with the exception of the Declarant and each Designated Builder until the termination of the Class B membership. Each Class A member shall be entitled to one (1) vote for each Lot owned.

Class B. The Class B Members shall be the Declarant and each Designated Builder. Each Class B Member shall be entitled to nine (9) votes for each Lot owned by such Member. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) three (3) months after ninety percent (90%) of the Lots in all phases of the Community that will ultimately be operated by the Association have been conveyed to Purchasers; or

(ii) when the Declarant and each Designated Builder notifies the Association in writing that it relinquishes its Class B membership; or

(iii) such earlier date as is required by law or as the Declarant may otherwise determine, in its sole and absolute discretion.

Upon the occurrence of the earlier of the foregoing events, the Class A Members shall be obligated to elect the Board and assume control of the Association ("**Turnover**"). Notwithstanding Turnover, the Declarant shall be entitled to elect at least one (1) member of the Board of Directors of the Association as long as (i) the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Community that will ultimately be operated by the Association, or (ii) the Declarant is otherwise permitted by law to do so.

Section 3.12 Joint Ownership; Ownership by Trustee. When more than one person is the Owner of any Lot, all such persons shall be Members. In the case of a Lot where fee simple title is vested in a trustee pursuant to a written trust agreement, the beneficiary or beneficiaries entitled to possession shall be deemed to be the Owner, and all such persons shall be Members. The vote for any Lot described in this Section shall be exercised as the aforesaid Members who own such Lot determine amongst themselves, but in no event shall more than one ballot be cast with respect to any such Lot. The vote or votes for each such Lot must be cast as a unit, and fractional votes shall not be allowed. If joint or beneficial Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner casts a ballot representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of all other Owners of the same Lot. In the event more than one ballot is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

Section 3.13 Corporate Ownership. In the event any Lot is owned by a corporation, partnership, limited liability company, or other association, the corporation, partnership, limited liability company or association shall be a Member and shall designate in writing at the time of acquisition of the Lot an individual who shall have the power to vote said membership, and in the absence of such designation and until such designation is made, the president, general partner, manager, managing member, or chief executive officer of such corporation, partnership, limited liability company or association shall have the power to vote the membership.

Section 3.14 Suspension of Voting Rights. In the event any Owner is delinquent in the payment of any Assessments or other amounts due under any of the provisions of the Project Documents for a period of ninety (90) days, said Owner's right to vote as a Member of the Association shall automatically be suspended, and shall remain suspended until all payments, including accrued interest and attorneys' fees, are brought current.

Section 3.15 Fines. The Association, acting through its Board of Directors, shall have the right to adopt a schedule of fines for violation of any provision of the Project Documents by any Owner or such Owner's licensees and invitees. No fine shall be imposed without first providing a written warning to the Owner describing the violation and an opportunity to be heard. Only if and to the extent permitted by applicable law, fines shall constitute a lien on all Lots owned by the Owner and shall be paid within thirty (30) days following imposition. Except as otherwise limited by applicable law, failure to pay any fine shall subject the Owner to the same potential penalties and enforcement as failure to pay any assessments under Article IV.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it, hereby covenants, and each Owner of a Lot, by becoming the Owner thereof, whether or not it is expressed in the deed or other instrument by which the Owner acquired ownership of the Lot, is deemed to covenant and agree to pay to the Association annual assessments, special assessments, individual lot assessments and any applicable neighborhood assessments. The annual, special, individual lot and neighborhood assessments, together, with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such Lot at the time when the Assessment became due. Except as otherwise expressly provided herein or by applicable law, an Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present owner from the previous owner. Notwithstanding anything to the contrary contained in this Section, the liability of a First Mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure, for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be limited as and to the extent provided by Section 720.3085, Florida Statutes, as amended from time to time. In the case of co-ownership of a Residential Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the Assessments. The Association shall, upon demand, at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. The Association may charge a reasonable fee for such certificate. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 4.2 Purpose of the Assessments. The Assessments levied by the Association shall be used exclusively for (i) the upkeep, maintenance and improvement of the Common Area, (ii) maintenance, repair, replacement, and operation of rights-of-way and easements within or immediately adjacent to the Property (such as, but not limited to, landscaping and sidewalks within the right-of-way of adjoining streets) to the extent that such actions are required by government entities or deemed appropriate by the Board, (iii) promoting the recreation, health, safety and welfare of the Owners and other lawful occupants of Lots within the Property, and (iv) the performance and exercise by the Association of its rights, duties and obligations under the Project Documents. Notwithstanding the foregoing, neighborhood assessments, if applicable, shall be used only for the benefit of the neighborhood paying such assessments, shall not be used for any purpose that is covered by annual assessments or special assessments in other areas of the Property, and shall be accounted for separately from annual and special assessments.

Section 4.3 Annual Assessment.

(A) For each fiscal year of the Association commencing upon the first to occur of (i) transfer to and acceptance for maintenance by the Association of any Common Area or (ii) conveyance of a Lot to a Purchaser, the Board shall adopt a budget for the Association containing an estimate of the total amount of funds which the Board believes to be required during the ensuing fiscal year to pay all Common Expenses, including, but not limited to, (i) the amount required to pay the cost of maintenance, management, operation, repair and replacement of the Common Area, the Surface Water Management System (unless and until an MSBU (defined below) is formed for the maintenance of the Surface Water Management System) and those parts of the Lots, if any, which the Association has the responsibility of maintaining, repairing or replacing under the Project Documents, (ii) the cost of wages, materials, insurance premiums, services, supplies and maintenance or repair of the Common Area, the Surface Water Management System (unless and until an MSBU is formed for the maintenance of the Surface Water Management System) and for the general operation and administration of the Association, (iii) the amount required to render to Owners all services required to be rendered by the Association under the Project Documents, and (iv) such amounts as may be necessary to provide general operating reserves and reserves for contingencies and replacement.

(B) For each fiscal year of the Association commencing upon the first to occur of (i) transfer to and acceptance for maintenance by the Association of any Common Area or (ii) conveyance of a Lot to a Purchaser, the total amount of the estimated Common Expenses shall be assessed by the Board. Except to the extent that this Declaration expressly provides for (a) neighborhood Assessments only on Lots benefiting from such neighborhood Assessments, (b) reduced Assessments, or (c) exemptions from Assessments, all Assessments shall be equal on all Lots.

(C) A Designated Builder shall be obligated to pay only twenty-five percent (25%) of the annual Assessment attributable to a Lot for each fiscal year of the Association commencing upon the conveyance of the first Lot to a Purchaser, and continuing until the earliest of (i) the date on which a certificate of occupancy or similar permit is issued by the appropriate governmental authority for the Residential Unit on the Lot, (ii) six (6) months from the date on which a building permit is issued by the appropriate governmental authority for construction of a Residential Unit on the Lot, or (iii) two (2) years after the Lot was conveyed to the Designated Builder by the Declarant. If a Lot ceases to qualify for the reduced twenty-five percent (25%) rate of assessment during the period to which an annual Assessment is attributable, the annual Assessment shall be prorated between the applicable rates based on the number of days in the assessment period that the Lot qualified for each rate.

(D) The Declarant shall be exempt from payment of annual Assessments on Lots owned by the Declarant, subject to the provisions of Section 4.3(D) below. If a Lot ceases to be owned by Declarant and therefore becomes subject to assessment during the period to which an annual Assessment is attributable, the Assessment shall be prorated based on the number of days in the assessment period that the Lot is not owned by Declarant.

(E) Subsidy Amounts. Pursuant to Section 720.308, Florida Statutes, commencing on the date the Declaration is recorded in the Public Records of the County, and until Turnover occurs, the Declarant shall pay to the Association any amounts (hereinafter "**Subsidy Amounts**") which may be required by the Association to pay any Common Expenses incurred that exceed the Assessments receivable from other Members and other income of the Association, such that the Association may be able to fully perform its duties and obligations under the Project Documents, including the obligation to maintain adequate reserve accounts (if any) established by the Board. Any estimated payment by the Declarant to fund Subsidy Amounts under this Section in excess of the actual obligation for Subsidy Amounts under this Section shall, at Declarant's option, be credited toward payment of Declarant's next due Subsidy Amount payment(s) or refunded to Declarant; for example, if Declarant pays $25,000 to the Association in the middle of a calendar year to fund estimated Subsidy Amounts and the actual Subsidy Amounts required as of the end of the year would have been only $20,000 in the absence of such payment, Declarant shall be entitled to a $5,000 credit toward its next due Subsidy Amount payment or a refund of $5,000. Payments under this Section shall be made by Declarant on such basis as the Board may determine from time to time, but in no event more often than monthly or less often than annually.

(F) The Board shall give notice of the annual Assessment to each Owner at least thirty (30) days prior to the beginning of each fiscal year of the Association, but the failure to give such notice shall not affect the validity of the annual Assessment established by the Board nor relieve any Owner from its obligation to pay the annual Assessment.

(G) Until January 1 of the year immediately following the conveyance of the first Lot to a Purchaser, the maximum annual Assessment for each Lot shall be ONE THOUSAND EIGHT HUNDRED AND SIXTY AND 00/100 DOLLARS ($1,860.00). The annual Assessments provided for herein shall be due and payable in advance in equal quarterly or monthly installments on the first day of such period, as may be determined by the Board. The foregoing annual Assessment is in addition to any and all other Assessments and other financial obligations which any Owner may have to the Association.

(H) From and after January 1 of the year immediately following the conveyance of the first Residential Unit to an Owner, the maximum annual Assessment may be increased each year: (a) upon approval by a majority of the Board without a vote of the Members, by an amount not greater than fifteen percent (15%) above the maximum annual Assessment for the previous year, or (b) upon approval of a majority of the total cumulative vote of the Members voting in person or by proxy at a meeting duly called for such purpose, by an amount greater than fifteen percent (15%) above the maximum annual Assessment for the previous year. The Board may fix the annual Assessment at an amount not in excess of the maximum. If the Board determines during any fiscal year that its funds budgeted or available for that fiscal year are, or will become, inadequate to meet all expenses of the Association for any reason, including, without limitation, nonpayment of Assessments by Members, it may increase the annual Assessment for that fiscal year and the revised annual Assessment shall commence on the date designated by the Board except that no increase in the annual Assessment for any fiscal year which would result in the annual Assessment exceeding the maximum annual Assessment for such fiscal year shall become effective until approved by Members casting a simple majority of the votes cast by Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present.

Section 4.4 Special Assessments. In addition to the annual Assessments authorized above, the Association may levy, in any fiscal year, a special Assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any acquisition, construction, reconstruction, repair or replacement of a capital improvement on the Common Area, including fixtures and personal Property related thereto, or for any other lawful Association purpose, provided that any such special Assessment shall have the assent of the Members casting a simple majority of the votes cast by Members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present. Special Assessments shall be levied at a uniform rate for all Lots.

Section 4.5 Date of Commencement of Annual Assessments; Due Dates. The annual Assessments shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to a Purchaser. The first annual Assessment shall be adjusted according to the number of months remaining in the fiscal year of the Association. The Board may require that the annual Assessment be paid in installments as provided in Section 4.3(G) above, and in such event the Board shall establish the due dates for each installment. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association or the Association's designated agent setting forth whether the Assessments on a specified Lot have been paid.

Section 4.6 Transfer Fee. At each closing of the sale of a Residential Unit, the Purchaser thereof shall pay to the Association a Transfer Fee in the amount of ten percent (10%) of the then current annual Assessment amount, which shall be used by the Association to offset administration costs in connection with the change in membership as well as pay operating or any other expenses of the Association.

Section 4.7 Intentionally Omitted.

Section 4.8 Intentionally Omitted.

Section 4.9 Effect of Non-payment of Assessments; Remedies of the Association.

(A) Any Assessment, or any installment of an Assessment, not paid within thirty (30) days after the Assessment, or the installment of the Assessment, first became due shall bear interest at the rate of at the rate of eighteen percent (18%) per year and have added to such Assessment or installment, the greater of (i) five percent (5%) of the amount of the unpaid Assessment, or (ii) a late charge of twenty-five dollars ($25.00). Any payment received and accepted by the Association shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment. Any Assessment, or any installment of an Assessment, which is delinquent shall become a continuing lien on the Lot against which such Assessment was made. The Assessment Lien may be placed of record by the recordation of a Notice or Claim of Lien which shall set forth (i) the legal description of the Lot against which the claim of lien is made, (ii) the name of the record Owner, (iii) the name and address of the Association, (iv) the amount claimed as of the date of the recording of the notice including late charges, interest, lien recording fees, reasonable collection costs and reasonable attorneys' fees, and (v) the due date of such delinquent Assessments. Any Claim of Lien so recorded shall secure all unpaid Assessments that are then due and that may accrue subsequent thereto and before the entry of a certificate of title, as well as interest, late charges and reasonable costs and attorneys' fees incurred by the Association incident to the collection process.

(B) The Assessment Lien shall have priority over all liens or claims created subsequent to the recordation of this Declaration except for (i) liens for ad valorem real property taxes and assessments on the Lot, and (ii) the lien of any First Mortgage (provided, however, that only the Assessment Lien shall be extinguished upon the sale or transfer of a Lot pursuant to a mortgage foreclosure or deed in lieu thereof, and not the Assessments themselves, which shall continue to be the obligation of the Owner of the Lot, including any successor Owner, to the extent provided in Section 720.3085, Florida Statutes, or in such greater amount as is permitted by any successor statute thereto).

(C) Before recording a Notice or Claim of Lien against any Lot, the Association shall make a written demand to the defaulting Owner for payment of the delinquent Assessments together with late charges, interest, reasonable collection costs and reasonable attorneys' fees, if any, by registered or certified mail, return receipt requested, and by first-class United States mail to the Owner at his or her last address as reflected in the records of the Association. The demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien but any number of defaults may be included within a single demand or claim of lien. If the delinquency is not paid within forty-five (45) days after delivery of the demand, the Association may proceed with recording a Notice or Claim of Lien against the Lot of the defaulting Owner. The Association shall not be obligated to release the Assessment Lien until all delinquent Assessments, late charges, interest, lien recording fees, reasonable collection costs and reasonable attorneys' fees have been paid in full whether or not all of such amounts are set forth in the Notice or Claim of Lien.

(D) The Association shall have the right, at its option, to enforce collection of any delinquent Assessments together with late charges, interest, lien recording fees, reasonable collection costs, reasonable attorneys' and paralegals' fees and any other sums due to the Association in any manner allowed by law including, but not limited to, (i) bringing an action at law against the Owner personally obligated to pay the delinquent Assessment Assessments or (ii) bringing an action to foreclose the Assessment Lien against the Lot in the manner provided by law for the foreclosure of a realty mortgage. Provided, however, that no action may be brought by the Association to foreclose an Assessment Lien until forty-five (45) days after the Owner has been provided notice of the Association's intent to foreclose the Assessment Lien and collect the delinquent Assessments by registered or certified mail, return receipt requested, and by first-class United States mail at the Owner's last address as reflected in the records of the Association. Such notice may not be provided until the passage of the forty-five (45) days required by Section 4.9(C) above. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale.

Section 4.10 Subordination of the Lien to Mortgages. The Assessment Lien shall be subordinate to the lien of any First Mortgage, except as otherwise provided in Section 4.1 and Section 4.9(B) above. The sale or transfer of any Lot shall not affect the Assessment Lien except that the sale or transfer of a Lot pursuant to judicial foreclosure of a First Mortgage or the transfer of the Lot to the holder of the First Mortgage by deed in lieu of foreclosure shall extinguish the Assessment Lien as to payments which became due prior to the sale or transfer except to the extent provided in Section 4.1 and Section 4.9(B) above. However, in such event, only the Assessment Lien shall be extinguished upon the sale or transfer of the Lot pursuant to such a mortgage foreclosure or deed in lieu thereof, and not the Assessments themselves, which shall continue to be the obligation of the Owner of the Lot, including any successor Owner, to the extent provided in Section 720.3085, Florida Statutes, or in such greater amount as is permitted by any successor statute thereto. No sale or transfer shall relieve the Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 4.11 Exemption of Owner. No Owner of a Lot may exempt himself from liability for Assessments levied against his Lot or for other amounts which he may owe to the Association under the Project Documents by waiver and non-use of any of the Common Area and facilities or by the abandonment of his Lot.

Section 4.12 Maintenance of Reserve Fund. Out of the annual Assessments and other income, the Board may establish and maintain a reserve fund for the periodic maintenance, repair, and replacement of Improvements to the Common Area.

Section 4.13 No Offsets. All Assessments and other amounts payable to the Association shall be payable in accordance with the provisions of the Project Documents, and no offsets against such Assessments or other amounts shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in the Project Documents.

Section 4.14 Intentionally Omitted.

Section 4.15 Reserves. Assessments for the creation of reasonable reserves may be created by the approval of a majority of the Members of the Association either at a duly called meeting or by written consent of a majority of the Members of the Association. Once approved by a majority vote, the Board shall create a "Reserve for Replacement" in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (the "**Reserves**"). Prior to Turnover, Reserves may be adopted by Declarant by written consent; provided however, in no event shall Declarant be obligated to create such Reserves. If Declarant includes Reserves in the budget, Declarant may determine the amount of Reserves included. In the event Reserves are established, such Reserves shall be included in the budget for the following fiscal year and each year thereafter, unless otherwise waived for such particular year pursuant to Section 720.303, Florida Statutes, and be payable in such manner and at such times as determined by the Association. Prior to Turnover, Declarant is not obligated to pay Reserves or Common Expenses.

Section 4.16 Neighborhood Assessments. The Board of Directors shall have the right to impose neighborhood Assessments against Lots in any specific area of the Property in order to provide for the repair, replacement, operation and maintenance of Common Areas within such area that are different from or in addition to the types of Common Areas in the balance of the Property and that are reasonably intended to benefit less than all of the Property (e.g. private streets, separate entryways or gates, enhanced landscaping, community centers, swimming pools). Any such determination by the Board shall be made in a writing specifying the purposes of the neighborhood Assessment and the Lots subject thereto.

Section 4.17 Assessments for Communications Services. The Association shall have the right, at its discretion and from time to time, to negotiate and execute one or more contracts ("**Communications Agreement(s)**") with a provider (or providers) of its choice offering internet access, telephone, cable television, and other forms of communications and data transmission services to the Property ("**Communications Services**"). In addition to the annual Assessments included within Article IV, the Association may include in the annual Assessment or levy in any assessment year a special Assessment applicable to that year (and the same shall be charged and collected on a monthly, quarterly or yearly basis as determined by the Board) for the purpose of paying the cost of providing Communications Services to the Property. Each Owner acknowledges that the Property is intended to have Communications Services available and that the condition of availability may be such that each Lot must be included in the service plan. Each Owner therefore acknowledges and agrees that each Lot shall, in the event the Association enters into any such Communications Agreements, be subject to an Assessment, either as part of the annual Assessment or in addition to and apart from the annual and any other special Assessments, for the purpose of paying each Lot's pro rata share of Communications Services provided to the Property regardless of whether or not such Owner subscribes or elects to receive any of such services separately from another provider. At the discretion of the Board, the Assessment authorized and provided for herein may apply only to such service as is defined as "basic" by the provider and any additional services that constitute "expanded basic," "upgrades" or "enhanced" services shall be subscribed for and paid by each Owner, if desired, on an individual basis.

Section 4.18 Financial Reporting. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final financial report is completed by the association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the association shall provide each member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial reports shall be prepared in accordance with Section 720.303(7), Florida Statutes, as amended from time to time.

Section 4.19 Individual Lot Assessments. In addition to any other assessments for which provisions are made in this Declaration, the Association shall be and hereby is authorized and empowered to establish, make, levy, impose, enforce and collect against and from a particular Lot and the Owner of such Lot an individual lot Assessment for:

(A) costs and expenses incurred by the Association in bringing a particular Owner or his particular Lot into compliance with the provisions of this Declaration, including any action taken or cost or expense incurred by the Association to cure and eliminate any violation of or noncompliance with the provisions of this Declaration, following the failure of such Owner, within thirty (30) days following written notice from the Association of the nature of the violation of or non-compliance with this Declaration, to cure or remedy such violation or non-compliance;

(B) costs and expenses, including reasonable attorneys' fees, whether or not suit be brought, incurred by the Association in the enforcement of the provisions of this Declaration against a particular Lot or the Owner of such Lot;

(C) costs and expenses incurred by the Association in furnishing or providing labor, services and materials which benefit a particular Lot or the Owner of a particular Lot, including, without limitation, inspections of Fire Protection Equipment (defined herein) pursuant to Section 18.3.4; and

(D) reasonable overhead expenses of the Association associated with any individual lot Assessment established, made, levied, imposed, collected and enforced pursuant to this Section 4.19, in an amount not to exceed ten percent (10%) of the actual costs and expenses incurred by the Association for any individual lot Assessment specified in this Section 4.19.

Section 4.20 Declarant Audit Right. Following the termination of the Class B membership and so long as Declarant owns any Lot, the Declarant shall have the right to audit the books and records of the Association.

Section 4.21 Surplus Funds. The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining, including, but not limited to using such surplus to fund reserves. The Association shall not be obligated to reduce the amount of the annual Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

ARTICLE V
USE RESTRICTIONS

Section 5.1 Compliance by Owners; Association Rules. Every Owner shall comply with the restrictions and covenants set forth herein and any and all Association Rules hereafter adopted by the Association.

Section 5.2 Residential Use. Except as otherwise provided herein, all Lots shall be improved and used only for Single Family Residential Use. No gainful occupation, profession, trade or other commercial activity shall be conducted on any lot; provided, however, the Declarant may use its Lots for such facilities as in its sole opinion may be reasonably required, convenient or incidental to the construction and sale of residential units, including, without limitation, a business office, storage areas, construction yards, signs, a model site or sites, and a display and sales office. Notwithstanding the foregoing, home businesses are permitted on the Lots provided (i) they are in accordance with applicable governmental ordinances and other legal requirements for home businesses in residential districts, and (ii) they do not generate any pedestrian or vehicular traffic to or from the home in excess of that which would customarily be generated by a Single Family Residential Use which does not include a home business.

Section 5.3 Building Type and Size. No building shall be constructed or permitted to remain on any Lot other than one Single Family Residence not to exceed two (2) stories in height and a private one (1) to five (5) car garage. Unless otherwise approved in writing by the Architectural Committee, or the Declarant for New Construction, all buildings shall be of new construction and no prefabricated structure shall be placed upon any lot if Visible from Neighboring Property; storage structures and/or a sales or construction offices may be maintained upon any lot or lots by the Declarant or a Designated Builder for the purpose of erecting and selling dwellings on the Property or for the purpose of constructing Improvements on the Common Area, but such temporary structures shall be removed upon completion of construction or selling of a dwelling or the Common Area, whichever is later. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently. Declarant and its contractors shall have the right to place temporary construction trailers and store materials on the Common Areas for the purpose of constructing Improvements on the Common Areas.

Section 5.4 Signs. No sign of any kind which is Visible from Neighboring Property shall be installed or displayed on any Lot or Common Area without the prior written approval of the Association as to size, color, design, message content, number and location except: (i) such signs as may be used by Declarant in connection with the development and sale of Lots and/or Residential Units or Common Area in the Project; (ii) in the discretion of Declarant, such signs as may be used by Designated Builders in connection with the development and sale of Lots and/or Residential Units or Common Area in the Project, subject to Declarant's prior written approval of same; (iii) such signs as may be required by legal proceedings, or which by law may not be prohibited; (iv) one (1) discreet, professionally prepared "For Sale" or "For Lease" sign of not more than eighteen (18) inches by twenty-four (24) inches may be placed on any Lot, for a period not to exceed sixty (60) days, upon the filing of written notice of the same with the Secretary of the Association; and (v) such signs as may be desired by Declarant or required for traffic control, construction job identification, builder identification, and subdivision identification as are in conformance with governmental requirements. All other signs must be approved in advance in writing by the Declarant or Architectural Committee, as applicable, as provided above. All signs must conform to applicable ordinances and other governmental requirements. Notwithstanding the foregoing, in no event shall any signs advertising residential property for lease or rent be displayed within twenty-four (24) months after the initial conveyance of a Lot with a Residential Unit constructed thereon to an Owner from a Declarant or a Designated Builder.

Section 5.5 Noxious and Offensive Activity. No noxious or offensive activity shall be allowed on the Property nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners and tenants of their respective lots and residences. Without limiting the generality of the foregoing, no speakers, horns, sirens or other sound devices, except security devices used exclusively for security purposes, shall be located or used on a Lot. The provisions of this Section shall not apply to any activity of Declarant or any Designated Builder or their respective employees, agents, or contractors during the course of construction activities or sales activities upon or about the Property.

Section 5.6 Parking. Parking of Vehicles (as defined in Section 5.7) is prohibited in the front yard of Lots. No Vehicles shall be permitted to be parked on driveways; provided, however, this provision shall not apply to typical passenger Vehicles such as automobiles, non-commercial trucks, motorcycles, and similar personal-use motor vehicles used on a regular and recurring basis for transportation. Parking of Vehicles on any street within the Property is prohibited except that (i) Vehicles that are too large to fit on a driveway may, if permitted by applicable law, park on the portion of the street directly adjacent to the Owner's Lot during daylight hours only and must either be put into the garage or removed from the Property during nighttime hours, (ii) Vehicles belonging to visitors and guests of any Lot Owner may be parked on the portion of the street directly adjacent to the Owner's Lot, if permitted by applicable law, for a maximum period of 24 hours (or, if insufficient space exists on the street directly adjacent to the Owner's Lot, such Vehicles may be parked elsewhere on the street so long as they do not obstruct access to the street, driveways, or mailboxes) and (iii) parking shall be permitted on streets where parking spaces have been approved by applicable governmental authorities and identified by striping on the pavement. Parking of any inoperable Vehicle anywhere on a Lot (other than in an enclosed garage) or on a street within the Property is prohibited. No part of any Vehicle may be parked over any part of a sidewalk because such parking may impede use of the sidewalks, particularly by pedestrians with disabilities. The provisions of this Section shall not apply to (a) Vehicles that are exempt from this Section under applicable law, (b) Vehicles of Declarant or any Designated Builder or their respective employees, agents, or contractors during the course of construction activities or sales activities upon or about the Property, or (c) Vehicles used by the Association in repairing, maintaining and replacing the Common Areas and all Improvements thereon, or in performing all other rights, duties and obligations of the Association under this Declaration.

Section 5.7 Motor Vehicles.

(A) No automobile, truck, motorcycle, mobile home, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, all-terrain vehicle, boat, boat trailer, golf cart or other similar equipment or motor vehicle of any kind (collectively, "**Vehicles**" and individually a "**Vehicle**") shall be parked, kept, or maintained on the Common Area. Vehicles with a gross vehicle weight rating exceeding 14,500 pounds and designated in a Class 5 or above, and commercial Vehicles are prohibited on the Property unless (i) parked in the rear or side yard of a Lot in a manner that such Vehicles are not Visible from Neighboring Property or (ii) owned by any guest or invitee of any Owner or tenant and parked on a Lot only during such time as the guest or invitee is visiting the Owner or tenant, but in no event shall such a motor Vehicle be parked on a Lot for more than seven (7) days during any six (6) month period of time. Any Vehicle, regardless of size, that is parked in the rear or side yard of any Lot must be parked so as not to be Visible from Neighboring Property.

(B) Except for emergency Vehicle repairs on a Lot, no Vehicle of any kind shall be constructed, reconstructed, or repaired on any Lot (other than in an enclosed garage) or the Common Area. No inoperable Vehicle or Vehicle which because of missing fenders, bumpers, hoods or other parts or because of lack of proper maintenance is, in the sole opinion of the Architectural Committee, unsightly or detracts from the appearance of the Project shall be stored, parked, or kept on any Lot except in an enclosed garage.

(C) No Vehicle with a gross vehicle weight rating exceeding 14,500 pounds and designated in a Class 5 or above, and no commercial Vehicle may be parked on any area in the Project so as to be Visible from Neighboring Property; provided, however, this provision shall not apply to Vehicles that do not exceed 14,500 pounds and are a Class 4 or less which are parked as provided in Section 5.6 and are used on a regular and recurring basis for transportation. For purposes of this Section, commercial Vehicles shall mean any Vehicle that (i) displays the name, trade name, telephone number or other identifying information of any business or governmental entity or (ii) otherwise bears the appearance of a commercial Vehicle by reason of its normal contents (e.g. trade goods, extensive tools, ladders), as reasonably determined by the Architectural Committee.

(D) The provisions of this Section 5.7 shall not apply to (a) Vehicles that are exempt from this Section under applicable law, (b) Vehicles operated by delivery, pickup and fire protection services, trash collection and recycling services, ambulance services, police and other authorities of the law, United States Mail carriers, representatives of electrical, telephone, water, cable television and other utilities, persons or companies providing business or commercial services to residents of the Property and the like, while such services are being performed, (c) Vehicles of Declarant or any Designated Builder or their respective employees, agents, or contractors during the course of construction activities or sales activities upon or about the Property, or (d) Vehicles used by the Association in repairing, maintaining and replacing the Common Areas and all Improvements thereon, and in performing all other rights, duties and obligations of the Association under this Declaration.

Section 5.8 Towing of Vehicles. The Association shall have the right to have any Vehicle parked, kept, maintained, constructed, reconstructed, or repaired in violation of the Project Documents towed away at the sole cost and expense of the owner of the Vehicle or equipment. Any expense incurred by the Association in connection with the towing of any Vehicle shall be paid to the Association by the owner of the Vehicle by the Association. If the Vehicle towed is owned by an Owner, then the cost incurred by the Association in towing the Vehicle or equipment shall be assessed against the Owner and his Lot and be payable on demand, and such cost shall be secured by the Assessment Lien.

Section 5.9 Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated, or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use or maintenance of Improvements constructed by the Declarant or a Designated Builder, or approved by the Architectural Committee, or Declarant for New Construction. The provisions of this Section shall not apply to any activity of Declarant or any Designated Builder or their respective employees, agents, or contractors during the course of construction activities or sales activities upon or about the Property.

Section 5.10 Restrictions and Further Subdivision. No Lot shall be further subdivided or separated into smaller lots or parcels by any Owner other than the Declarant, and no portion less than all or an undivided interest in all of any Lot shall be conveyed or transferred by any

Owner other than the Declarant. Notwithstanding the foregoing and subject to compliance with any applicable ordinances, a vacant Lot may be split between the Owners of the Lots adjacent to such Lot so that each portion of such Lot would be held in common ownership with another Lot adjacent to that portion.

Section 5.11 Windows. Within thirty (30) days of occupancy of a Residential Unit each Owner shall install permanent suitable window treatments on all windows facing the street. No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar type items, shall be installed or placed upon the outside or inside of any windows, except that professional window tinting shall be allowed subject to prior written approval of the Architectural Committee, or Declarant for New Construction.

Section 5.12 HVAC and Solar Panels. Except as initially installed by the Declarant or a Designated Builder, no heating, air conditioning, or evaporative cooling unit shall be placed, constructed or maintained upon any Lot without the prior written approval of the Architectural Committee, or the Declarant for New Construction. Solar energy collecting units or panels may be placed, constructed or installed upon a Lot only at such locations as are determined by the Architectural Committee, or the Declarant for New Construction, to minimize objectionable aesthetics, subject to the requirements of Section 163.04, Florida Statutes, as amended from time to time.

Section 5.13 Garages and Driveways. The interior of all garages situated on any lot shall be maintained in a neat and clean condition. Garages shall be used only for the parking of Vehicles and the storage of normal household supplies and materials and shall not be used for or converted to living quarters or recreational activities after the initial construction thereof without the prior written approval of the Architectural Committee. Garage doors shall be left open only as needed for ingress, egress, and ventilation while work is conducted inside the garage.

Section 5.14 Installation of Landscaping.

(A) If not already installed at the time an Owner acquires his Lot, within one hundred twenty (120) days after becoming the Owner of a Lot, the Owner shall install landscaping and irrigation Improvements in compliance with the Architectural Committee Rules and other applicable requirements set forth in the applicable zoning ordinances in that portion of his Lot which is between the street(s) adjacent to his Lot and the exterior wall of his Residential Unit or any wall separating the side or back yard of the Lot from the front yard of the Lot. Any Lot that has non-solid fencing (e.g. PVC, wrought iron or aluminum rail rather than a solid wall) on any boundary of its rear yard shall be completely landscaped and irrigated (front, rear, and side yards) by the Owner of such Lot in compliance with Architectural Committee Rules and other applicable requirements set forth in the applicable zoning ordinances within one hundred twenty (120) days of becoming the Owner of the Lot. The landscaping and irrigation Improvements shall be installed in accordance with plans approved in writing by the Architectural Committee, or the Declarant for New Construction. Prior to installation of such landscaping, the Owner shall maintain the portions of such Lot required to be landscaped in a weed-free condition.

(B) If any Owner fails to landscape any portion of his Lot within the time provided for in this Section, the Association shall have the right, but not the obligation, to enter upon such Owner's Lot to install such landscaping Improvements as the Association deems appropriate, and the cost of any such installation shall be paid to the Association by the Owner of the Lot, upon demand from the Association. Any amounts payable by an Owner to the Association pursuant to this Section shall be secured by the Assessment Lien, and the Association may enforce collection of such amounts in the same manner and to the same extent as provided elsewhere in this Declaration for the collection and enforcement of Assessments.

(C) Notwithstanding the foregoing, but subject to the other requirements of this Article V and the reasonable approval of the Architectural Committee, or the Declarant for New Construction, no Owner shall be prohibited from implementing Florida-friendly landscaping, as such is defined in Section 373.185, Florida Statutes.

(D) This Section 5.14 shall not apply to Declarant or any Builder with respect to any Lot or any other property that has not been conveyed to an Owner with a residence already constructed thereon, except that this Section 5.14 shall apply upon commencement of residential occupancy of any Lot containing a residence.

Section 5.15 Declarant's and Designated Builder Exemption. Nothing contained in this Declaration shall be construed to prevent the construction, installation, or maintenance by a Declarant (or its designated agents and contractors) or a Designated Builder (subject to approval by Declarant) during the period of development, construction, performance of warranty work, sales and marketing on the Property, or any production homes, model homes, and sales offices, and parking incidental thereto, construction trailers, landscaping, or signs deemed necessary or convenient by a Declarant or a Designated Builder (subject to the approval of Declarant), in their sole discretion, to the development, construction, sale, and marketing of property within the Property. Any actions taken by a Designated Builder pursuant to this Section shall require the prior approval of Declarant, which shall not be unreasonably withheld. The Association shall take no action that would interfere with access to or use of model homes; without limitation of the foregoing, the Association shall have no right to close private streets to access by members of the public desiring access to model homes.

Residential subdivision and new home construction are subject to and accompanied by substantial levels of noise, dust, traffic, and other construction-related "nuisances." Each Owner acknowledges and agrees that it may be purchasing a Residential Unit which is within a residential subdivision currently being developed, and that the Owner may experience and accepts a substantial level of construction-related "nuisances" until the subdivision (and other neighboring portions of land being developed) have been completed and sold out.

Section 5.16 Leasing Restrictions. All tenants shall be subject to the terms and conditions of this Declaration and the Project Documents. Each Owner shall deliver copies of the Project Documents to any tenant leasing such Owner's Residential Unit, and to any management company engaged by such Owner to lease the Residential Unit on the Owner's behalf. Each Owner shall cause his, her or its tenants or other occupants to comply with this Declaration and the Project Documents and, to the extent permitted by applicable law, shall be responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such tenants or occupants are also fully liable for any violation of each and all of those documents. No sign that is Visible from Neighboring Property may be placed on a Lot or any other area within the Project indicating that a Lot is available for lease at any time during the twenty-four (24) months after the initial conveyance of a Lot with a Residential Unit constructed thereon to an Owner from a Declarant or a Designated Builder (or by a trustee for the benefit of a Declarant or a Designated Builder). No Lot may be leased for a period of less than six (6) months. The provisions of this Section 5.16 shall not apply to any Declarant's or any Designated Builder's use of Lots owned by (or leased to) a Declarant or a Designated Builder, as applicable, as a model home or for marketing purposes.

Section 5.16.1 Management of Non-Owner Occupied Residential Units. If any Owner hires any person or company to act as a property manager, leasing agent, management company or perform similar functions with respect to such Owner's Residential Unit (a "**Manager**"), or if any Owner's Manager changes, such Owner shall deliver written notice thereof to the Association, specifying the following information:

(A) The complete name and mailing address of the Manager;

(B) The telephone number, fax number and e-mail address of the Manager, to the extent applicable;

(C) If the Manager is a company, the name of an individual at the company who is responsible for the account; and

(D) The name and telephone number of a contact person at the Manager who should be notified in the event of an emergency involving the Residential Unit, if different than set forth above.

Upon receipt of the foregoing information, the Association shall have the right (but not the obligation) to notify the Manager in writing of the existence of this Declaration and to deliver copies of any Project Documents to the Manager together with copies of any other rules and regulations hereunder which are applicable to the Residential Unit. Upon request, the Manager shall be required to acknowledge receipt of such documents and to acknowledge its obligation to comply with such documents in connection with its management or leasing of the Residential Unit.

Section 5.16.2 Rental of Residential Units. If any Owner rents or leases such Owner's Residential Unit to a tenant or lessee (a "**Tenant**"), whether or not using the services of a Manager, such Owner shall deliver written notice thereof to the Association, specifying the following information:

(A) The complete name and mailing address of the Tenant; and

(B) The telephone number, fax number, and e-mail address for the Tenant, to the extent applicable.

Upon receipt of the foregoing information, the Association shall have the right (but not the obligation) to notify the Tenant in writing of the existence of this Declaration and deliver copies of any Project Documents to the Tenant together with copies of any other rules and regulations hereunder which are applicable to the Residential Unit. Upon request, the Tenant shall be required to acknowledge receipt of such documents and to acknowledge its obligation to comply with such documents in connection with its rental of the Residential Unit.

Section 5.17 Animals. No animals, insects, livestock, or poultry of any kind shall be raised, bred, or kept on or within any lot or structure thereon except that dogs, cats or other common household pets (types and breeds limited to those determined to be acceptable by the Board) may be kept on or within the lots, provided they are not kept, bred or maintained for any commercial purpose, or in unreasonable numbers as determined by the Architectural Committee. Notwithstanding the foregoing, no animals or fowl may be kept on any Lot which results in a nuisance to, which is an annoyance to, or which are obnoxious to other Owners or tenants in the vicinity. All pets, required by any law, must be kept within a fenced yard or on a leash under the control of the Owner at all times. No structure for the care, housing or confinement of any animal or fowl shall be maintained so as to be Visible from Neighboring Property. All dogs must be on leashes when they are not in a Residential Unit. In addition, any person walking a pet within the Property shall not allow any such pet to trespass on any other Owner's Lot and shall remove and properly dispose of any pet waste deposited on any portion of the Property by such Owner's pet.

Section 5.18 Drilling and Mining. No drilling, refining, quarrying, or mining operations of any kind, shall be permitted upon or in any Lot nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted on any Lot. No derrick or other structure designed for use in boring for or removing water, oil, natural gas, or other minerals shall be erected, maintained, or permitted upon any Lot.

Section 5.19 Refuse. All refuse, including, without limitation, all animal wastes, shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. Until removal from the Lots, refuse shall be placed in closed refuse containers with operable lids so that such containers are not open to the air. Refuse containers shall be kept clean, sanitary, and free of noxious odors. Refuse containers shall be maintained so as to not be Visible from Neighboring Property, except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection.

Section 5.20 Antennas and Satellite Dishes.

(A) This Section applies to antennas, satellite television dishes, and other devices ("**Receivers**"), including any poles or masts ("**Masts**") for such Receivers, for the transmission or reception of television or radio signals or any other form of electromagnetic radiation.

(B) As of the date of recordation of this Declaration, Receivers one meter or less in diameter are subject to the provisions of Title 47, Section 1.4000 of the Code of Federal Regulations ("**Federal Regulations**"). "**Regulated Receivers**" shall mean Receivers subject to Federal Regulations as such regulations may be amended or modified in the future or subject to any other applicable federal, state or local law, ordinance or regulation ("**Other Laws**") that would render the restrictions in this Section on Unregulated Receivers (hereinafter defined) invalid or unenforceable as to a particular Receiver. "**Unregulated Receiver**" shall mean all Receivers that are not Regulated Receivers. Notwithstanding the foregoing, a Regulated Receiver having a Mast in excess of the size permitted under Federal Regulations or Other Laws for Regulated Receivers shall be treated as an Unregulated Receiver under this Section.

(C) No Unregulated Receivers shall be permitted outdoors on any Lot, whether attached to a building or structure or on any Lot, unless approved in writing by the Architectural Committee, with such screening and fencing as such Committee may require. Unregulated Receivers must be ground mounted and not Visible from Neighboring Property.

(D) Regulated Receivers shall be subject to the following requirements:

(i) If permitted by applicable Federal Regulations or Other Laws, no Regulated Receiver shall be permitted outdoors on any Lot, whether attached to a building or structure or on any Lot, unless approved in writing by the Architectural Committee, with such screening and fencing as such Committee may require. If such restriction is not so permitted, the provisions of subsections (ii) and (iii) below shall apply.

(ii) A Regulated Receiver and any required Mast shall be placed so as not to be Visible from Neighboring Property if such placement will not (a) unreasonably delay or prevent installation, maintenance or use of the Regulated Receiver, (b) unreasonably increase the cost of installation, maintenance or use of the Regulated Receiver, or (c) preclude the reception of an acceptable quality signal.

(iii) Regulated Receivers and any required Masts shall be placed on Lots only in accordance with the following descending order of locations, with Owners required to use the first available location that does not violate the requirements of parts (a) through (c) in subsection (ii) above: (1) a location in the rear yard of the Lot where the Receiver will be screened from view by landscaping or other Improvements; (2) an unscreened location in the rear yard of the Lot; (3) on the roof, but completely below the highest point on the roofline; (4) a location in the side yard of the Lot where the Receiver and any pole or mast will be screened from view by landscaping or other Improvements; (5) on the roof above the roofline; (6) an unscreened location in the side yard; and (7) a location in the front yard of the Lot where the Receiver will be screened from view by landscaping or other Improvements.

Notwithstanding the foregoing order of locations, if a location stated in the above list allows a Receiver to be placed so as not to be Visible from Neighboring Property, such location shall be used for the Receiver rather than any higher-listed location at which a Receiver will be Visible from Neighboring Property, provided that placement in such non-visible location will not violate the requirements of parts (a) through (c) in subsection (ii) above.

(iv) Owners shall install and maintain landscaping or other Improvements ("**Screening**") around Receivers and Masts to screen items that would otherwise be Visible from Neighboring Property unless such requirement would violate the requirements of parts (a) through (c) in subsection (ii) above, if an Owner is not required to install and maintain Screening due to an unreasonable delay in installation of the Receiver that such Screening would cause, the Owner shall install such screening within thirty (30) days following installation of the Receiver and shall thereafter maintain such Screening, unless such Screening installation or maintenance will violate the provisions of parts (a) through (c) in subsection (ii) above. If an Owner is not required to install Screening due to an unreasonable increase in the cost of installing the Receiver caused by the cost of such Screening, the Association shall have the right, at the option of the Association, to enter onto the Lot and install such Screening and, in such event, the Owner shall maintain the Screening following installation, unless such Screening installation or maintenance will violate the provisions of parts (a) through (c) in subsection (ii) above.

The provisions of this Section are severable from each other; the invalidity or unenforceability of any provision or portion of this Section shall not invalidate or render unenforceable any other provisions or portions of this Section, and all such other provisions or portions shall remain valid and enforceable. The invalidity or unenforceability of any provisions or portions of this Section to a particular type of Receiver or Mast or to a particular Receiver or Mast on a particular Lot shall not invalidate or render unenforceable such provisions or portions regarding other Receivers or Masts on other Lots.

Section 5.21 Utility Services. To the extent reasonably practicable, all lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be contained in conduits or cables installed and maintained underground or concealed in, under, or on buildings or other structures, as approved by the Architectural Committee, or the Declarant for New Construction. Temporary power or telephone structures incident to construction activities approved by the Architectural Committee, or the Declarant for New Construction, are permitted.

Section 5.22 Diseases and Insects. No Owner or resident shall permit any thing or condition to exist upon a Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects, including but not limited to swimming pools which are not kept operable and in clean condition.

Section 5.23 Construction Control. No excavation, grading work or construction activity for the purpose of New Construction shall be performed on any Lot by any Owner other than Declarant without the prior written approval of the Declarant.

Section 5.24 Architectural Control. The following provisions shall govern architectural control of all Improvements with the exception of New Construction (which must be approved by the Declarant rather than the Architectural Committee):

(A) No excavating or grading work shall be performed on any Lot for the purpose of constructing Improvements by any Owner other than Declarant without the prior approval of the Architectural Committee. Each Owner altering any grading or drainage on a Lot shall ensure that such alterations comply with all requirements of any grading or drainage plan approved by any governmental entity having jurisdiction over the Property, and that such alterations do not alter or impede the flow of storm water from the manner existing prior to such alterations; approval of plans or proposed Improvements by the Architectural Committee shall not constitute a waiver of this requirement or a warranty that such plans or Improvements are consistent with this requirement or any other requirement of this Declaration, the Association Rules, any governmental requirement or construction industry standard.

(B) No Improvements shall be constructed or installed on any Lot without the prior written approval of the Architectural Committee.

(C) No addition, alteration, repair, change, or other work which in any way alters the exterior appearance, including but without limitation, the exterior color scheme, of any Lot, or the Improvements located thereon, shall be made or done without the prior written approval of the Architectural Committee.

(D) Any Owner desiring approval of the Architectural Committee for the construction, installation, addition, alteration, repair, change or replacement of any Improvement which would alter the exterior appearance of the Improvement, shall submit to the Architectural Committee a written request for approval specifying in detail the nature and extent of the construction, installation, addition, alteration, repair, change or replacement of any Improvement which the Owner desires to perform, including, but not limited to, the shape, height, materials, floor plans, color scheme and location of such proposed Improvement. Any Owner requesting the approval of the Architectural Committee shall also submit to the Architectural Committee any additional information, plans and specifications which the Architectural Committee may request. If the Architectural Committee fails to approve or disapprove an application for approval within sixty (60) days after the application, together with all supporting information, plans and specifications requested by the Architectural Committee have been submitted to it, approval will not be required and this Section will be deemed to have been complied with by the Owner who had requested approval of such plans.

(E) Without curtailing the right of the Architectural Committee to reject certain requests or employ judgment in evaluating requests, the following guidelines shall be considered when evaluating requests regarding fences. Even in the event of strict compliance with the following guidelines, prior written approval from the Architectural Committee shall be required for each and every fence installation.

(i) Any fence installed on a Lot within the Property must have a uniform maximum height of no more than six feet (6’) above the sod level.

(ii) Any fence must be made entirely of one of the following materials: (a) PVC; (b) wrought iron; or (c) aluminum rail.

(iii) All fences comprised of PVC shall be white in color, or painted beigewhite in color within thirty (30) days of installation. All fences comprised of wrought iron or aluminum rail shall be black in color or painted black in color within thirty (30) days of installation.

(iv) No fence shall be approved or installed which encroaches into Common Area or other Lots.

(v) No fence shall be approved or installed which extends in front of the front wall of the Residential Unit or beyond the rear wall of the Residential Unit without the prior approval of the Architectural Committee. Notwithstanding the foregoing, no fence shall be approved or installed beyond the rear wall of a Residential Unit on either (A) a Lot upon which a

Water Feature, as defined in Section 3.1.1 hereof, is located or that shares a boundary line with a tract or parcel upon which a Water Feature is located or (B) a Lot upon which a conservation easement is located or that shares a boundary line with a tract or parcel on which a conservation easement is located, unless such fence is comprised of wrought iron or open aluminum rail, black in color or painted to be black in color within thirty (30) days of installation, and has a uniform maximum height of no more than five feet (5') above the sod level.

(F) The approval by the Architectural Committee of any construction, installation, addition, alteration, repair, change, or other work pursuant to this Section shall not be deemed a waiver of the Architectural Committee's right to withhold approval of any similar construction, installation, addition, alteration, repair, change, or other work subsequently submitted for approval.

(G) Upon receipt of approval from the Architectural Committee for any construction, installation, addition, alteration, repair, change, or other work, the Owner who obtained such approval shall proceed to perform, construct or make the construction, installation, addition, alteration, repair, change or other work approved by the Architectural Committee as soon as practicable and shall diligently pursue such work so that it is completed as soon as reasonably practical and within such time as may be prescribed by the Architectural Committee.

(H) The approval of the Architectural Committee required by this Section shall be in addition to, and not in lieu of, the requirements of and any approvals, consents, or permits required under the ordinances or rules and regulations of any county or municipality having jurisdiction over the Property.

(I) The provisions of this Section shall not apply to, and approval of the Architectural Committee shall not be required for, the construction, erection, installation, addition, alteration, repair, change, or replacement of any Improvements made by, or on behalf of, the Declarant.

(J) In no event shall the Association, the Board, the Declarant, the Architectural Committee, any member of the Architectural Committee, or any director, officer, manager, member, employee or agent thereof have any liability for any action or inaction by the Architectural Committee or its members, including without limitation any approval or disapproval of plans by the Architectural Committee. The sole remedy for an Owner asserting that the Architectural Committee has improperly withheld approval or has improperly granted approval shall be an action to compel the Architectural Committee to take appropriate action. In no event shall any damages of any nature be awarded against the Association, the Architectural Committee or any member of the Architectural Committee arising from any action or inaction described in this Section 5.24. Every person who submits plans for approval, by submission of such plans and specifications, agrees that it will not bring any action or suit for damages against the Association, Board, Declarant, Architectural Committee, any member of the Architectural Committee, or any director, officer, employee, manager, member or agent thereof.

(K) Each Owner is strongly advised to consult with independent architects and engineers to ensure that all Improvements or alterations made by such Owner are safe and in compliance with applicable governmental requirements. No approval by the Architectural

Committee shall constitute a guaranty or warranty by the Association, the Architectural Committee or any member of the Architectural Committee that the matters approved will comply with this Declaration, any Association Rules or architectural guidelines, or any applicable governmental requirements or that any plans or Improvements are safe or properly designed. The Owner constructing or altering any Improvements shall indemnify, defend and hold the Association harmless from (i) any claims or damages of any nature arising from such Improvements or alterations or any approval thereof by the Architectural Committee and (ii) any claim that the Association, the Architectural Committee or any member of the Architectural Committee breached any duty to other Owners in issuing approval of such Owner's Improvements or alterations.

Section 5.25 Clothes Drying Facilities. No outside clotheslines or other outside facilities for drying or airing clothes shall be erected, placed, or maintained on any Lot so as to be Visible from Neighboring Property.

Section 5.26 Overhead Encroachments. No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any sidewalk, street, pedestrian way or other area from ground level to a height of eight (8) feet without the prior written approval of the Architectural Committee.

Section 5.27 Drainage. No Residential Unit, structure, building, landscaping, fence, wall or other Improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with the Surface Water Management System or change the direction or flow of water in accordance with the Surface Water Management System for the Project, for any part thereof, or for any Lot as shown on the approved drainage plans on file with the municipality, County, Water Management District or other governing body in which the Project is located. In addition, no Owner or other Person shall change the grade or elevation of a Lot in any manner that would obstruct, interfere with, or change the direction or flow of water in accordance with the approved drainage plans.

Section 5.28 Basketball Goals and Backboards. No basketball backboard, hoop or similar structure or device shall be permitted except in accordance with the Architectural Committee Rules.

Section 5.29 Playground Equipment. No jungle gyms, swing sets, or similar playground equipment which would be Visible from Neighboring Property shall be erected or installed on any Lot without the prior written approval of the Architectural Committee, or Declarant for New Construction.

Section 5.30 Lights. Except as initially installed by the Declarant, no spotlights, floodlights or other high intensity lighting shall be placed or utilized upon any Lot or any structure erected thereon which in any manner will allow light to be directed or reflected on any other property except as approved by the Architectural Committee, or the Declarant for New Construction.

Section 5.31 Flags. The official flag of the United States and/or the State of Florida may be displayed on any Lot provided: (i) such flag is displayed in the manner required under the

Federal Flag Code (4 U.S.C. §§ 4-10); (ii) if detached from a Residential Unit, the pole is no higher than twenty feet (20') high; (iii) if attached to a Residential Unit, the pole is no longer than ten feet (10') in length and does not extend more than ten feet (10') from the edge of the Residential Unit; (iv) the flag and pole do not obstruct sightlines at intersections and are not erected within or upon an easement; (v) the flag is no larger than 4½ feet by 6 feet in size, (vi) any flag lighting does not violate Section 5.30 of this Declaration; and (vii) the flag is maintained in good condition. Any Owner may additionally display one official flag of the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag on any Lot; provided that such flag is equal in size to or smaller than the United States flag. The flag of another nation may be displayed in lieu of the United States flag on national holidays of such nation provided such display complies with the requirements for displaying the United States flag.

Section 5.32 Yard Sales. Owners may hold "yard sales" to sell personal property of such Owners only in compliance with the following requirements: (i) yard sales shall be limited to two (2) days per year on any Lot, (ii) no yard sale shall commence prior to 6:00 AM EST or continue after 5:00 PM EST, (iii) no Owner shall post any signs advertising any yard sale anywhere on the Property except that a temporary sign may be posted on such Owner's Lot on the day that a yard sale is being held, (iv) if the Association ever adopts standard yard sale dates for the Property, yard sales shall be held only on such dates, and (v) no yard sale may be conducted without all applicable governmental permits and approvals having been obtained. The Association shall give reasonable notice to all Owners if it adopts standard yard sale dates for yard sales on the Property.

Section 5.33 Holiday Displays. Owners may display holiday decorations which are Visible from Neighboring Property only if the decorations are of the kinds normally displayed in single family residential neighborhoods, are of reasonable size and scope, and do not disturb other Owners and residents by excessive light or sound emission or by causing an unreasonable amount of spectator traffic. Holiday decorations may be displayed between November 1 and January 31 of each year and, during other times of year, from one week before to one week after any nationally recognized holiday.

Section 5.34 Screen Enclosures. The following guidelines shall be considered when evaluating requests regarding screen enclosures. Note that, even in the event of strict compliance with the following guidelines, prior written approval from the Architectural Committee shall be required for each and every screen enclosure installation:

(A) Approval for screen enclosures shall be limited to aluminum frame structures that are either bronze or black.

(B) Approval for screen enclosures shall be limited to screen meshes on the enclosure that are a standard dark color (e.g. charcoal, bronze or black).

(C) Kick plates may be approved which are no taller than 24" above the patio deck.

(D) Opaque screen materials shall be prohibited.

(E) No enclosures shall be permitted at the front entries if the proposed structure extends beyond the face of the covered entry.

Section 5.35 Water and Sewer. All dwellings shall use and be connected to the main lines of the Water and Sewer System Facilities. No septic tank shall be installed, used, or maintained on any Lot or Tract, without the prior written approval of Declarant, the Architectural Committee, and the applicable governmental authority.

Section 5.36 Firearms. The use or discharge of firearms or other weapons within the Property is prohibited. The carrying of firearms or other weapons in the Common Areas without a permit is also prohibited. The term "firearms or other weapons" includes, but is not limited to, "B-B" guns, pellet guns, knives, swords, cross-bows and other firearms or other weapons of all types, regardless of size.

ARTICLE VI
RESERVATION OF RIGHT TO RESUBDIVIDE AND REPLAT

Subject to the approval of any and all appropriate governmental agencies having jurisdiction, Declarant hereby reserves the right at any time, without the consent of other Owners or First Mortgagees, to re-subdivide and re-plat any Tract or Tracts, Lot or Lots which the Declarant then owns and has not sold.

ARTICLE VII
PARTY WALLS

Section 7.1 General Rules of Law to Apply. Each wall, any part of which is placed on a boundary line between separate Lots or between any Lot and any portion of the Common Area (a "**Boundary Wall**"), or traverses more than one Lot or a Lot and a portion of the Common Area (a "**Traversing Wall**") shall constitute a "**Party Wall**". Each Owner's obligation with respect to Party Walls shall be determined by this Declaration, except as otherwise required by Florida law.

Section 7.2 Sharing Repair and Maintenance. Each Owner shall maintain the portion of the Party Wall situated upon his Lot, including the exterior surface of a Boundary Wall facing his Lot. Except as provided in this Article VII, the cost of reasonable repair of a Boundary Wall shall be shared equally by adjoining Lot Owners.

Section 7.3 Damage by One Owner. If a Party Wall is damaged or destroyed by the act of any Owner, or his guests, tenants, licensees, agents or family members (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the Party Wall to its prior condition without cost to any other Owner or the Association and shall indemnify any adjoining Owners and the Association from any consequential damages, loss or liabilities. No Owner shall violate any of the following restrictions and any damage (whether cosmetic or structural) resulting from violation of any of the following restrictions shall be considered caused by the Owner causing such action or allowing such action to occur on such Owner's Lot:

(i) No Owner shall allow sprinklers to spray or other water sources to deliver water onto the surface of any Boundary Wall, excluding rainfall that falls directly on such Boundary Wall (e.g., an Owner shall not collect rainfall from other portions of the Lot and spray or deposit it on any Boundary Wall);

(ii) No Owner shall allow any tree to grow within six feet (6') of any Party Wall (with such distance measured from the above-ground part of the tree that is nearest to the wall within five feet (5') of the ground level of the tree, including any portion of the root system that is not completely covered by soil); and

(iii) No Owner shall allow attachment of anything, including but not limited to any climbing plant or vine, to any Party Wall.

Section 7.4 Other Damage. If a Party Wall is damaged or destroyed by any cause other than the act of any Owner, his agents, tenants, licensees, guests or family members (including ordinary wear and tear and deterioration from lapse of time), then the following shall apply:

(i) If the Party Wall is a Boundary Wall, then the adjoining Owners shall rebuild or repair the Boundary Wall to its prior condition, equally sharing the expense;

(ii) If the Party Wall is a Traversing Wall, then the Owner on whose Lot the portion of the Traversing Wall that requires rebuilding or repair is located shall rebuild or repair that portion of the Traversing Wall to its prior condition, at its sole expense; and

(iii) Notwithstanding the foregoing, and irrespective of whether the Party Wall is a Boundary Wall or a Traversing Wall, if the Party Wall is damaged or destroyed as a result of an accident or circumstances that originate or occur on a particular Lot (whether or not such accident or circumstance is caused by the action or inaction of the Owner of that Lot, or his agents, tenants, licensees, guests or family members), then in such event, the Owner of that particular Lot shall be solely responsible for the cost of rebuilding or repairing the Party Wall and shall immediately repair the Party Wall to its prior condition.

Section 7.5 Right of Entry. Each Owner shall permit the Owners of adjoining Lots, or their representatives, to enter his Lot for the purpose of installations, alteration, or repairs to a Party Wall on the Property of such adjoining Owners, provided that other than for emergencies, requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner of the adjoining Lot. An adjoining Owner making entry pursuant to this Section shall not be deemed guilty of trespassing by reason of such entry. Such entering Owner shall indemnify the adjoining Owner from any consequential damages sustained by reason of such entry.

Section 7.6 Right of Contribution. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7.7 Consent of Adjoining Owner. In addition to meeting the requirements of this Declaration and of any applicable building code and similar regulations or ordinances, any Owner proposing to modify, alter, make additions to or rebuild (other than rebuilding in a manner materially consistent with the previously existing wall) a Boundary Wall shall first obtain the written consent of the adjoining Owner, which shall not be unreasonably withheld or conditioned.

Section 7.8 Walls Adjacent to Streets or Common Area. A Party Wall that is adjacent to streets or Common Area shall be treated as though it is a Boundary Wall with the street or Common Area constituting a Lot owned by the Association, except that any portion of such wall consisting of decorative metal-work that was originally on such Boundary Wall (or any replacement thereof) shall be the sole responsibility of the Association (subject to an Owner's liability for repairs that would be such Owner's sole responsibility under Section 7.3 or Section 7.4). Notwithstanding the foregoing, (a) the provisions in Section 7.3 and Section 7.4 regarding an Owner's sole liability for repair of damage caused by such Owner's guests or licensees shall not apply to damage resulting from guests or licensees of the Association and such damage shall be considered caused by unrelated third parties and (b) the rule in Section 7.4 regarding damage arising from events occurring on a particular Owner's Lot shall not apply to damage arising from events occurring on streets or Common Areas. Notwithstanding the foregoing, any damage to a Party Wall that is covered by the Association's casualty insurance shall, to the extent of proceeds actually received from such insurance, be paid for by the Association.

Section 7.9 Walls Forming Part of Residence. If a Lot contains a Party Wall that is (i) an exterior wall of a residence (including any garage associated with a residence) and (ii) located on or immediately adjacent to the Lot boundary line, the provisions of this Article shall apply subject to the following:

(A) The Party Wall shall have a perpetual easement for encroachments onto any adjoining Lot or Common Area of up to one foot, provided, however, that such easement shall only apply to initial construction of the wall and any replacements of the wall that do not encroach further than the original wall.

(B) Any roof Improvements (including gutters and similar related Improvements) above such Party Wall shall have a perpetual easement for encroachments onto any adjoining Lot or Common Area of up to four feet (4'), provided, however, that such easement shall only apply to initial construction of the roof Improvements and any replacements of the roof Improvements that do not encroach further than the original roof Improvements.

(C) The Owner of the Lot adjacent to such Party Wall shall not, without the written approval of the Owner of the Lot on which the residence is located, do any of the following:

(i) use the wall for recreational purposes (e.g. bouncing balls);

(ii) use the wall as part of an enclosure for pets; or

(iii) otherwise take any action regarding the wall that a reasonable person would conclude has a substantial likelihood of disturbing the peaceful and undisturbed use of the interior of the residence of which the wall forms a part.

(D) Notwithstanding Section 7.7, no Owner shall be required to obtain permission from the adjoining Lot Owner to rebuild a wall in the same manner as originally constructed.

Section 7.10 Construction and Installation of a Party Wall.

(A) Right to Construct. Each Builder hereby agrees and acknowledges that certain portions of each Builder's Lots may share a Party Wall with the Lots of another Builder. Any Builder (the "**Constructing Builder**") that first commences construction on a portion of the Builder's Lots requiring the construction and installation of a Party Wall (commencement of construction being the commencement of grading) shall be responsible for causing the construction and installation of the Party Wall. The Constructing Builder shall cooperate and coordinate with any adjacent property owner(s) (the "**Non-Constructing Builder**") in order to avoid any interference with any of the Non-Constructing Builder's construction and installation of Improvements upon its Lots. The Constructing Builder shall complete the construction and installation of any Party Wall in a timely manner. If the Constructing Builder fails to timely construct and install the Party Wall in accordance with the terms of this subsection (A), including, but not limited to, receipt of the lien waivers required by subsection (C) below, then the Non-Constructing Builder shall have the right to complete such construction and pay any outstanding costs to release any liens. The Non-Constructing Builder hereby grants to the Constructing Builder a temporary nonexclusive easement over, across, in, under, and through those portions of the Non-Constructing Builder's Lots that are not planned or utilized for the construction of buildings, structures, or other Improvements for the purpose of constructing the Party Wall. The easement may not be exercised or used in any fashion that would unreasonably interfere with or impact the Non-Constructing Builder's development of its Lots. The easement with respect to any Lot shall automatically expire upon the sale of such Lot, together with a Residential Unit thereon, to a Purchaser.

(B) Payments. The cost of any Party Wall shall be divided equally between the Builder(s) sharing the Party Wall. Subject to receipt of the lien releases described in subsection (C) below, within ten (10) days after the Constructing Builder submits an invoice to the Non-Constructing Builder in connection with the cost of the construction and installation of a Party Wall (the "**Wall Payment Due Date**"), the Non-Constructing Builder shall pay to the Constructing Builder, in cash, by cashier's check or by wire transfer of immediately available funds, the Non-Constructing Builder's share of the cost.

(C) Lien Waivers. The Constructing Builder shall not permit any contractors, subcontractors or material suppliers to file any liens or claims including, but not limited to, stop notices, bonded stop notices, mechanics', materialmen's, professional service, contractors' or subcontractors' liens or claim for damage arising from the services performed by the Constructing Builder and its agents, employees, contractors and subcontractors, against any other Builder's Lots. It shall be a condition precedent to the Constructing Builder receiving payment that all mechanics and materialmen deliver statutory unconditional lien releases for the work constructed to date.

(D) Non-Payment. If a Non-Constructing Builder fails to pay the amounts incurred by the Constructing Builder for the construction and installation of the Party Wall on the Non-Constructing Builder's Lots on or before the Wall Payment Due Date, the amounts unpaid shall bear interest at the rate of eighteen percent (18%) per annum until paid in full, and shall be secured by a lien against the Lots of the Non-Constructing Builder, which lien may be foreclosed in the manner provided for in Florida law for the foreclosure of realty mortgages.

ARTICLE VIII
EASEMENTS

Section 8.1 Owner's Easements of Enjoyment.

(A) Every Member, and any person residing with such Member, shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and Parcel, subject to the following provisions:

(i) The right of the Association to suspend the voting rights and right to the use of the Common Areas (except as hereinafter expressly provided) by any Member (and such Member's tenants, guests, or invitees) who is more than ninety (90) days delinquent in the payment of any Assessment against his Lot for any period during which such Member remains delinquent. Furthermore, the Association may suspend the right of an Owner (and such Owner's tenants, guests, or invitees) to use the recreational facilities, but not the Owner's voting rights, for a period not to exceed sixty (60) days for any other infraction of the Project Documents and for successive sixty-day (60) periods thereafter if any such infraction is not corrected during any prior sixty-day (60) period. The Association may levy reasonable fines of up to $1,000 per single violation hereof against any member so suspended or any tenant, guest, or invitee thereof. A fine may be levied in the amount of up to $100 per day for each day of a continuing violation, with a single fourteen (14) day notice and opportunity for a hearing before a committee of at least three uninterested Members appointed by the board. A fine of $1,000 or more shall be secured by a lien on the affected parcel in favor of the Association, but a fine of less than $1,000 may not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the court. The provisions regarding the suspension-of-use rights do not apply to the portion of Common Areas to the extent the same must be used to provide access or utility services to the Lot.

(ii) The right of the Association to dedicate, transfer or encumber all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board, provided, however, that any such action taken at any time that Declarant owns any Lot shall be subject to the approval of Declarant. If ingress or egress to any Lot is through the Common Area, any dedication, transfer, or encumbrance of the Common Area shall be subject to the Lot Owner's easement of ingress and egress.

(iii) The right of the Association to regulate the use of the Common Area through the Association Rules and to prohibit or limit access to such portions of the Common Area, such as landscaped right-of-ways, not intended for use by the Owners or other lawful occupants of a Residential Unit.

(B) If a Lot is leased or rented by the Owner thereof, the tenant and the members of his family residing with such tenant pursuant to the lease shall have the right to use the Common Area during the term of the lease, and the Owner of such Lot shall have no right to use the Common Area until the termination or expiration of such lease, except for the portion of Common Areas that must be used to provide access or utility services to the Lot.

(C) The guest and invitees (other than tenants) of any Member or other person entitled to use the Common Area pursuant to this Declaration may use any recreational facility located on the Common Area provided they are accompanied by a Member or other person entitled to use the recreational facilities pursuant to this Declaration. The Board shall have the right to limit the number of guests and invitees who may use the recreational facilities located on the Common Area at any one time and may restrict the use of the recreational facilities by guests and invitees to certain specified times.

Section 8.2 Drainage Easements. Drainage flow shall not be obstructed or diverted from the drainage easements. The Declarant hereby reserves for itself, its successors and assigns, and hereby grants to the Association, easements for and may, but shall not be required to, cut swales and drainways for surface water wherever within the Property and whenever such action may appear to the Declarant or the Association, as the case may be, to be necessary to maintain reasonable standards of health, safety and/or appearance provided that any such action is in compliance with any permit from time to time issued by the Water Management District, as such permits may be amended or supplemented from time to time. These easements include the right to cut or remove any trees, bushes or shrubbery, make any gradings of the soil, or take any other action reasonably necessary to install drainage facilities and maintain reasonable standards of health, safety and/or appearance, but shall not include the right to disturb any Improvements erected within the Property which are not located within the specific easement areas designated on the Plat or in this Declaration. Neither these easements nor their intended uses may be changed, amended, modified or terminated by subsequent owners or others (with the exception of the holders of such easements). Except as provided herein, existing drainage and drainage channels (or areas reserved for such purposes) shall not be altered so as to divert the flow of water onto adjacent parcels or into sanitary sewer lines. Notwithstanding anything provided herein to the contrary, the Surface Water Management System makes use of certain portions of the Property, including, but not limited to, portions of the Common Areas dedicated for water management purposes. The Declarant hereby reserves unto itself, its successors and assigns, and hereby grants to the Association and the County (in the event an MSBU is formed for the maintenance of the Surface Water Management System), a perpetual non-exclusive easement over, under and upon all Lots and other portions of the Property which may be utilized for the Surface Water Management System to make use of such Surface Water Management System for the surface water drainage, retention, detention and maintenance necessary to develop the Property as the Declarant deems to be appropriate. In addition to the foregoing, the Declarant, its successors and assigns, and the Association, shall have the right to utilize all drainage easements provided for herein or on the Plat of the Property for purposes of accessing any and all drainage facilities on the Property and for access to any Common Areas and/or any Improvement from time to time located thereon.

Section 8.3 Mailbox Easements. Mailbox structures shall be installed at such locations within the Property as Declarant and the U.S. Postal Service determine to be appropriate. If mailbox structures benefiting more than a single Residential Unit are constructed or installed on Lots, an easement shall be deemed to exist over such portion of the Lot(s) on which such structures are constructed or installed so as to facilitate the use of such mailbox structure by the U.S. Postal Service, the Owners of the Residential Units to be served by such structures, and the Association. All such common mailbox structures shall be Common Areas.

Section 8.4 Utility Easements. Except as installed by the Declarant or approved by the Architectural Committee, or the Declarant for New Construction, no lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, cable and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures, to the extent reasonably practicable. No structure, landscaping, or other Improvements shall be placed, erected, or maintained upon any area designated on the Plat as a public utility easement which may damage or interfere with the installation and maintenance of utilities. Such public utility easement areas, and all Improvements thereon, shall be maintained by the Owner of the Lot on which the easement area is located unless the utility company or a county, municipality or other public authority maintains said easement area. There is hereby created a blanket easement upon, across, over and under the Property for ingress to, egress from and the installation, replacing, repairing, altering, operating and maintaining of all utility and service lines and systems including, but not limited to, water, sewer, gas, telephone, electricity, cable or communication lines and systems, as such utilities are installed in connection with the initial development of each Lot. Pursuant to this easement, a providing utility or service company may install and maintain facilities and equipment on the Lots and Common Areas and affix and maintain wires, circuits, and conduits on, in, and under the roofs and exterior walls of buildings thereon. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utility or sewer lines may be installed or relocated within the Property except as initially created or approved by Declarant without the prior written approval of, in the case of a Common Area, the Association, in the case of a Lot, the Owner of such Lot (but only if the lines are installed in or relocated to an areas outside of the areas designated as utility easements on the Plat) and the Architectural Committee, or the Declarant for New Construction. Nothing contained herein shall entitle Declarant or any utility in exercising the rights granted herein to disturb any Residential Unit constructed in accordance with the requirements hereof. Declarant further reserves temporary construction easements for utility lines, maintenance of storage tanks and facilities and access to and from such facilities.

Section 8.5 Wall, Fence and/or Landscape Easements. Declarant hereby reserves unto itself, its successors and assigns, and hereby grants to the Association a perpetual non-exclusive easement (the "**Wall, Fence and/or Landscape Easement**") over, across, through and under all portions of the Property shown as landscape buffers, perimeter buffers, or wall, fence and/or landscape easements on the Plat or as described herein (the "**Wall, Fence and/or Landscape Easement Area**"), for the purposes of construction, installation, location, ownership, maintenance, repair, replacement and operation of a fence(s) or wall(s) and installation, location, maintenance, repair, replacement or removal of landscaping, all to be located within the Wall, Fence and/or Landscape Easement Area. The Association shall own and shall be responsible for the cleaning, painting, maintenance, repair and replacement, all as needed in the Association's sole discretion, of any fence or wall located within a Wall, Fence and/or Landscape Easement Area, except that an Owner shall be responsible, at such Owner's expense, for the cleaning and painting (as needed) of the interior side of any fence or wall located on that Owner's Lot and for the Association's cost for repair and replacement of the fence or wall if the need for such repair or replacement is caused by the Owner or the Owner's tenants, guests or other invitees. Each Owner of any part of the Property encumbered by any such Wall, Fence and/or Landscape Easement understands and agrees that the installation of landscaping therein shall require the prior written approval of the Architectural Committee. No Improvements shall be built in the Wall, Fence and/or Landscape Easement Area by any Owner of any part of the Property, except for Declarant, and except as otherwise expressly permitted this Declaration. Notwithstanding any other provision of this Declaration to the contrary, an Owner shall also be responsible for the maintenance, including irrigation (if applicable), repair replacement or removal of all landscaping, including without limitation all landscaping installed in accordance with any landscape plan submitted to and approved by applicable governmental authorities in connection with the approval of the Project, within a Wall, Fence and/or Landscape Easement Area located on such Owner's Lot (or, if applicable, that portion of a Wall, Fence and/or Landscape Easement Area located on the interior side of any fence or wall located on that Owner's Lot). Such maintenance, including irrigation (if applicable), of the landscaping by such Owner shall be undertaken in accordance with Article IX hereof, to the greatest extent applicable. Notwithstanding the responsibility of an Owner to perform and undertake the aforesaid activities pertaining to any such wall, fence or landscaping installed within a Wall, Fence and/or Landscape Easement Area, in the event that the Association, in its sole discretion, determines that an Owner is not complying with its obligations hereunder, the Association may utilize the Wall, Fence and/or Landscape Easement Area to enter and perform the necessary maintenance, repair, or replacement and charge the costs thereof to the non-complying Owner. Any amounts payable by an Owner to the Association pursuant to this Section shall be secured by the Assessment Lien and the Association may enforce collection of such amounts in the same manner and to the same extent as provided elsewhere in this Declaration for the collection and enforcement of Assessments. In addition to the foregoing, the Declarant, its successors and assigns, and the Association, shall have the right to utilize all Wall, Fence and/or Landscape Easements, for purposes of accessing any and all fences, walls or landscaping on the Property and for access to any Common Areas and/or any Improvement from time to time located thereon. The Declarant, and Association have the right to cut or remove any trees, bushes or shrubbery located within the Wall, Fence and/or Landscape Easement Area that may interfere with their rights under this Section.

Section 8.6 Encroachments. All Lots shall be subject to an easement for overhangs and encroachments by walls, fences or other structures upon adjacent Lots as constructed by the original builder or as reconstructed or repaired in accordance with the original plans and specifications or as a result of the reasonable repair, shifting, settlement or movement of any such structure.

Section 8.7 Declarant's Easement; Plat Easements. The Declarant hereby reserves to itself, its successors and assigns, and to such other persons as the Declarant may from time to time designate in writing, a perpetual non-exclusive easement, privilege and right in and to, over, under, on and across the Common Area, including but not limited to all easements for access and uses for recreation areas, amenity areas, drainage, parking, walls, fences, landscaping, signs, sidewalks, open space, parks, preservation, conservation, upland buffer areas, ponds, wetland, wetland conservation, environmental swales, utilities and other purposes shown on the Plat for ingress and egress and the uses specified in such easements; provided, however, that such access and use does not (i) unreasonably interfere with the reasonable use and enjoyment of the Common Area and facilities located thereon by the Owners, nor (ii) unreasonably interfere with the easement rights of any other parties; nor (iii) violate any recorded covenants or restrictions affecting same. Declarant hereby further reserves to itself, its successors and assigns, and to such other persons as the Declarant may from time to time designate in writing, a non-exclusive perpetual easement, privilege and right in and to, over, under, on and across the Property, to construct, install, locate, maintain, repair, replace and operate any lines, cables, conduits, pipes, park and recreation improvements, pond, upland and conservation improvements, sidewalks, landscaping, vegetation, signs, parking areas, walls, fences and other such Improvements related to the infrastructure and development thereof in connection with the Declarant's development of the Property or any portion thereof; provided, however, that the Declarant shall be obligated to restore any disturbed area to as close to the original condition of the area as is reasonably practicable. The Declarant reserves for itself, its successors and assigns, a non-exclusive easement for the construction, installation, maintenance, repair, replacement and operation of security, television and communication cables and facilities within the rights-of-way and easement areas referred to herein. In addition to the foregoing, the Declarant reserves for itself, its successors, and assigns, all easement rights reserved by the Declarant as set forth on any Plat.

Section 8.8 Easements to Facilitate Development. Declarant hereby reserves to itself; all Designated Builders, and their successors and assigns the right to: (a) use any Lots owned or leased by such party, or any other Lot with written consent of the Owner thereof or, with the approval of a majority of Declarant and the Designated Builders (based on the number of Lots owned by each such party), any portion of the Common Area, as models, management offices, sales offices, a visitors' center, construction, construction offices, customer service offices or sales office parking areas; and (b) with the approval of a majority of Declarant and the Designated Builders (based on the number of Lots owned by each such party), install and maintain on the Common Area, any Lot owned or leased by such party, or any other Lot with the consent of the Owner thereof; such marketing, promotional, or other signs which the Declarant or a Designated Builder deem necessary for the development, sale, or lease of the Property.

Section 8.9 Service Easements; Dedications and Easements Required by Governmental Authority. Declarant hereby grants to persons and entities affiliated with delivery, pickup, and fire protection services, garbage services, ambulance services, police and other authorities of the law, United States Mail carriers, representatives of electrical, telephone, water, wastewater, irrigation, cable television and other utilities authorized by the Declarant or the Association, and to such other persons as the Declarant or the Association from time to time may designate, a nonexclusive, perpetual easement for ingress and egress over and across the Common Area for the purposes of performing their authorized services, to service all or any portion of the Property and to perform any investigation related thereto. Declarant hereby reserves to itself and its successors and assigns, the right to make any dedications and to grant any easements, rights-of-way, and licenses required by any government or governmental agency over and through all or any portion of the Common Area.

Section 8.10 Easement to Inspect and Right to Correct.

(A) Easement. Declarant reserves, for itself and such other persons as it may designate, perpetual, non-exclusive easements throughout the Property, to the extent reasonably necessary for the purposes of access, inspecting, testing, redesigning, correcting, or improving any portion of the Property, including Residential Units and the Common Area. Declarant shall have the right to redesign, correct, or improve any part of the Property, including Residential Units and the Common Area.

(B) Right of Entry. In addition to the above easement, Declarant reserves a right of entry onto each Lot (but not into the interior of a Residential Unit) upon reasonable notice to the Owner; provided, in an emergency, no such notice need be given. Other than in an emergency, entry onto a Lot shall be only after Declarant notifies the Owner (or occupant) and agrees with the Owner regarding a reasonable time to enter the Lot to perform such activities. Each Owner agrees to cooperate in a reasonable manner with Declarant in Declarant's exercise of the rights provided to it by this Section. Entry onto the Common Areas and into any improvements and structures thereon may be made by Declarant at any time, provided advance notice is given to the Association; provided, in an emergency, no notice need be given. The exercise of these easements shall not unreasonably interfere with the use of any Residential Unit.

(C) Damage. Any damage to a Residential Unit or the Common Areas resulting from the exercise of the easement and right of entry described in subsections (A) and (B) of this Section shall promptly be repaired by, and at the expense of, Declarant. The Declarant shall otherwise have no liability for any loss or damage incurred by an Owner or the Association as a result of the Declarant's exercise of its rights hereunder except to the extent such loss or damage is proximately caused by the gross negligence, willful misconduct, or unlawful conduct of the Declarant or its agents.

Section 8.11 Easement for Maintenance and Enforcement. The Association and its directors, officers, agents, contractors and employees, the Architectural Review Committee and any other persons and entities authorized by the Board are hereby granted the right of access over and through any Lots (excluding the interior of any Residential Unit), for (i) the exercise and discharge of their respective powers and responsibilities under the Project Documents; (ii) making inspections in order to verify that all Improvements on the Lot have been constructed in accordance with the plans and specifications for such Improvements approved by the Architectural Committee, or the Declarant for New Construction, and that all Improvements are being properly maintained as required by the Project Documents; (iii) correcting any condition originating in a Lot, or the Common Area, threatening another Lot, or the Common Area; (iv) performing installations or maintenance of utilities, landscaping or other Improvements located on the Lots for which the Association is responsible for maintenance; or (v) correcting any condition which violates the Project Documents. The Association shall have no liability for any loss or damage incurred by an Owner as a result of the Association's exercise of its rights hereunder except to the extent such loss or damage is proximately caused by the gross negligence, willful misconduct, or unlawful conduct of the Association or its agents.

Section 8.12 Easements for Additional Property. Easements over, upon, under, through and across the Common Area are reserved to the Association and the Declarant, and may be declared or granted from time to time by the Declarant for such further utility, egress, ingress or drainage easements over and across the Property as may be required from time to time to serve any other or additional lands during the course of development of the same, whether or not such additional lands become subject to the jurisdiction of the Association and a part of the Property or Additional Property.

Section 8.13 Rights of Declarant and Designated Builders. Notwithstanding any other provision of this Declaration to the contrary, the Declarant and each Designated Builder has the right to maintain construction trailers, model homes and sales offices on Lots owned or leased by such party and to construct and maintain parking areas for the purpose of accommodating persons visiting such construction trailers, model homes and sales offices and employees and contractors of such party. Any home constructed as a model home shall cease to be used as a model home and any sales office shall cease to be used as a sales office at any time the Declarant or such Designated Builder is not actually engaged in the sale of Lots.

Model homes are displayed for illustrative purposes only, and such display shall not constitute an agreement or commitment on the part of Declarant or Designated Builder to deliver the Residential Unit in conformity with any model home, and any representation or inference to the contrary is hereby expressly disclaimed. None of the decorator items and other items or furnishings (including, but not limited to, decorator paint colors, wallpaper, window treatments, mirrors, upgraded carpet, decorator built-ins, model home furniture, model home landscaping, and the like) shown installed or on display in any model home are included for sale by the Declarant to a Purchaser unless an authorized officer of Declarant has specifically agreed in a written addendum to the purchase agreement to make specific items a part of the purchase agreement.

Section 8.14 Duration of Development Rights; Joinder; Assignment. The rights and easements reserved by or granted to the Declarant pursuant to this Article VIII shall continue so long as any Declarant owns one or more Lots or holds an option to purchase one or more Lots. The joinder of the Association or any Owner or mortgagee of any Owner shall not be required for any easement that may be granted or declared by Declarant hereunder. Declarant may make limited temporary assignments of its easement rights under this Declaration to any person or entity performing construction, installation, or maintenance on any portion of the Property.

Section 8.15 Miscellaneous. If any easement created or intended to be created by this Declaration would be found ineffective as a matter of law on account of the fact that it is purported to be created at a time when both the burdened and benefited properties are owned by the same party, such easement shall be instead be deemed a contractual obligation and license having the same terms for the duration of the period that the burdened and benefited properties are owned by the same party, which shall automatically be converted to an easement on such future date as the burdened and benefited properties become owned by different parties, without requiring the execution or recordation of any further instruments, so as to preserve the intent and purpose of this Declaration.

Section 8.16 Private Lift Station. Declarant will cause a lift station (the "**Private Lift Station**") to be constructed within the land identified as a "Lift Station Easement" on the Plat, and connected to the sewer system facilities serving the Community. The Private Lift Station, including any easements of which such system may be comprised, may be conveyed to the Fort Pierce Utilities Authority (the "**FPUA**") at any time, in which case it shall be owned and operated by the FPUA; provided however, that any such conveyance shall be subject to the terms of this Declaration. If the Private Lift Station is conveyed and accepted by the FPUA, then the FPUA shall be responsible for the operation and maintenance of the Private Lift Station. In the event the Private Lift Station is operated and maintained by the Association, the expenses therefor shall be included in the annual assessments set forth in Section 4.3. Additionally, to the extent that any Owner takes any action that requires the Association or the FPUA to repair or replace any portion of the Private Lift Station, the cost of such repair or replacement actions shall be assessed by the Association or the FPUA, as applicable, against the Owner on whose behalf such actions are performed, but shall not be considered part of the annual maintenance assessment or charge.

Section 8.17 Temporary Emergency Access Easement. Lots 114, 115 116, 137, 138, and 139, as shown on the Plat (collectively, the "**Emergency Access Lots**"), are subject to that certain Temporary Emergency Access Easement Agreement dated March 28, 2023, and recorded in the Official Records as Instrument #5175971, Public Records of St. Lucie County, Florida (the "**Temporary Emergency Easement**"). Developer may construct a turnaround roadway and related Improvements across the Emergency Access Lots for use of vehicular turnaround and for use by delivery, pickup and fire protection services, trash collection and recycling services, ambulance services, police and other authorities of the law, United States Mail carriers, representatives of electrical, telephone, water, cable television and other utilities, persons or companies providing business or commercial services to residents of the Property and the like, while in pursuit of performing their authorized services and to perform any investigation related thereto. Declarant shall not convey any Emergency Access Lot to any Purchaser until termination of the Temporary Emergency Easement."

ARTICLE IX
MAINTENANCE

Section 9.1 Maintenance by Owner. Each Owner shall maintain his Lot and Residential Unit in good repair. The yards and landscaping on all improved Lots shall be neatly and attractively maintained, and shall be cultivated and planted to the extent required to maintain an appearance in harmony with other improved Lots in the Property. If any sidewalk is partially or completely located on an Owner's Lot and third parties have an easement to use such sidewalk, or if any sidewalk is located between a boundary line of the Owner's Lot and the curb of any adjacent street, and the sidewalk is open to the public, then the Association (if the Association is the owner of the adjacent Street) (and not the Owner) shall be responsible for the maintenance and repair of such sidewalk (other than pressure-washing the sidewalk to keep the same free from unreasonable accumulations of mold and mildew, which shall be the responsibility of the Owner from time to time, as needed). During prolonged absence, an Owner shall arrange for the continued care and upkeep of his Lot. Except for areas owned by the Association or that the Association has elected in writing to maintain, which election may be terminated by the Association at any time, each Owner shall also maintain in good condition and repair any landscaping within the portion of any adjacent right of way that is located between such Owner's Lot and the curb of the adjacent street. Each Owner shall maintain in good condition and repair that portion of his driveway located within the right-of-way of the adjoining Street. In the event a Lot Owner fails to fulfill his maintenance and repair obligations under this Article or in the event an Owner fails to landscape his Lot as required by Section 5.14 of Article V, the Architectural Committee may have said Lot and residence landscaped, cleaned, and repaired and may charge the Lot Owner for said work in accordance with the provisions of said Section. An Owner shall not allow a condition to exist on his Lot which will adversely affect any other Lots or Residential Units of other Owners. Any repainting or redecorating of the exterior surfaces of a Residential Unit which alters the original appearance will require the prior approval of the Architectural Committee.

Section 9.2 Maintenance by the Association. The Association shall be responsible for the maintenance, repair, and replacement of the Common Area and may, without any approval of the Owners being required, do any of the following:

(A) Reconstruct, repair, replace or refinish any Improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area);

(B) Construct, reconstruct, repair, replace, or refinish any portion of the Common Area used as a road, street, walk, driveway, and parking area;

(C) Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes;

(D) Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof;

(E) Construct, maintain, repair and replace landscaped areas on any portion of the Common Area;

(F) Maintain any and all easement areas granted to the Association herein or on the Plat or in any other document, including but not limited to easements for access, open space, recreation, utilities, and drainage.

(G) Maintain the Surface Water Management System and any other portion of the Common Area used for drainage and retention;

(H) If applicable, maintain any multiple residence mailboxes used for delivery of personal mail within the Property, provided, however, that each Owner shall be responsible for repair or replacement of locks and/or keys for each Owner's mailbox; and

(I) Do all such other and further acts which the Board deems necessary to preserve and protect the Common Area and the appearance thereof, in accordance with the general purposes specified in this Declaration.

Neither Declarant nor any Builder within the Property shall be responsible for maintenance, repair or replacement of Common Areas or Improvements thereon previously transferred to the Association, except that any express or implied warranties provided by any provider of labor or materials in connection with Improvements shall be deemed assigned to the Association concurrently with such transfer. This paragraph shall not be subject to amendment without the written approval of the Declarant.

Section 9.3 Damage or Destruction of Common Area by Owners. No Owner shall in any way damage or destroy any Common Area or interfere with the activities of the Association in connection therewith. Any expenses incurred by the Association by reason of any such act of an Owner shall be paid by said Owner, upon demand, to the Association to the extent that the Owner is liable therefore under Florida law, and such amounts shall be a lien on any Lots owned by said Owner and the Association may enforce collection of any such amounts in the same manner as provided elsewhere in this Declaration for the collection and enforcement of Assessments.

Section 9.4 Payment of Utility Charges. Each Lot shall be separately metered for water, sewer, and electrical service and all charges for such services shall be the sole obligation and responsibility of the Owner of such Lot. The cost of water, sewer, and electrical service to the Common Area shall be a Common Expense of the Association and shall be included in the budget of the Association.

Section 9.5 Landscaping Replacement. Landscaping originally planted on the Common Areas may exceed the landscaping that is ultimately planned for Common Areas due to over-planting in anticipation of normal plant losses. The Board is hereby granted the authority to remove and not replace dead or damaged landscaping if, in the reasonable discretion of the Board, (a) the remaining landscaping is acceptable to the Board and (b) the remaining landscaping is generally consistent in quality and quantity with the landscaping shown on approved landscaping plans filed with governmental entities in connection with Property, even if the location or types of specific plants are different than those shown on such approved landscaping plans. Declarant reserves the right to substitute plants and trees planted on the Property or shown on approved landscaping plans with equivalent or better landscaping materials. The Declarant shall not be responsible for replacement of landscaping installed in the Common Areas that dies more than ninety days following installation or that requires replacement due to vandalism, lack of proper watering or maintenance by Association, or damage due to negligence; the Association shall be solely responsible for such replacement (subject to potential recovery by the Association from any vandal or negligent person).

Section 9.6 Alteration of Maintenance Procedures. Following Turnover and so long as Declarant owns any Lot, the Association shall not, without the written approval of Declarant, alter or fail to follow the maintenance and repair procedures in place immediately prior to Turnover unless such alteration will provide for a higher level of maintenance and repair. Declarant shall have the right, but not the obligation, to perform any required maintenance or repair not performed by the Association within ten (10) business days following notice from Declarant that such maintenance or repair is required under this Section; if Declarant performs such maintenance or repair, the costs incurred by Declarant shall be reimbursed by the Association within thirty (30) days following written demand for reimbursement accompanied by copies of invoices for such costs. This Section shall not be subject to amendment without the written approval of the Declarant.

ARTICLE X
INSURANCE; CONDEMNATION

Section 10.1 Scope of Coverage. Commencing not later than the time of the first conveyance of a Lot to a person other than the Declarant, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

(A) Property insurance on the Common Area insuring against all risk of direct physical loss, insured against in an amount equal to the maximum insurable replacement value of the Common Area, as determined by the Board; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured Property, exclusive of land, excavations, foundations and other items normally excluded from a property policy;

(B) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than $1,000,000.00. Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Area, and shall also include hired automobile and non-owned automobile coverage with cost liability endorsements to cover liabilities of the Owners as a group to an Owner and provide coverage for any legal liability that results from lawsuits related to employment contracts in which the Association is a party;

(C) Workmen's compensation insurance to the extent necessary to meet the requirements of the laws of Florida;

(D) Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association or the Owners, specifically including, but not limited to directors' and officers' liability insurance for the directors and officers of the Association, as well as similar liability insurance covering other functionaries of the Association (such as but not limited to members of Committees) in form and amounts as may be deemed advisable by the Board of Directors;

(E) The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions:

(i) There shall be no subrogation with respect to the Association, its agents, servants, and employees, with respect to Owners and members of their household;

(ii) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery on the policy;

(iii) The coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by Owners or their mortgagees or beneficiaries under deeds of trust;

(iv) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners;

(v) The Association shall be named as the Insured; and

(vi) For policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier shall notify the first mortgagee named in the policy at least thirty (30) days in advance of the effective date of any substantial modification, reduction or cancellation of the policy;

(F) If any building or other vertical Improvement in the Common Area is located in an area identified by the Secretary of Housing & Urban Development as an area having special flood hazards, a policy of flood insurance on such portion of the Common Area must be maintained in the lesser of one hundred percent (100%) of the current replacement cost of the building or Improvement and any other property covered by the required form of policy or the maximum limit of coverage available under the National Insurance Act of 1968, as amended; and

(G) "Agreed Amount" and "Inflation Guard" endorsements.

Section 10.2 Certificates of Insurance. An insurer that has issued an insurance policy under this Article shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner or its mortgagee. Any insurance obtained pursuant to this Article may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each mortgagee to whom certificates of insurance have been issued.

Section 10.3 Fidelity Bonds.

(A) The Association shall maintain blanket fidelity bonds or insurance for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association, including, but without limitation, officers, directors and employees of any management agent of the Association, whether or not they receive compensation for their services. The total amount of such fidelity bond or policy of insurance maintained by the Association shall be based upon the best business judgment of the Board, and shall not be less than the maximum amount of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond or policy of insurance.

Fidelity bonds obtained by the Association must also meet the following requirements:

(i) The fidelity bonds shall name the Association as an obligee;

(ii) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and

(iii) The bonds shall provide that they may not be canceled or substantially modified (including cancellation from non-payment of premium) without at least ten (10) days prior written notice to the Association.

Policies of insurance obtained by the Association must also meet the following requirements:

(i) The policies of insurance shall name the Association as the insured;

(ii) The policies of insurance shall contain waivers by the issuers of the policies of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions; and

(iii) The policies of insurance shall provide that they may not be canceled or substantially modified (including cancellation from non-payment of premium) without at least ten (10) days prior written notice to the Association.

(B) The Association shall require any management agent of the Association to maintain its own fidelity bond or policy of insurance in an amount equal to or greater than the amount of the fidelity bond or policy of insurance to be maintained by the Association pursuant to Section 10.3(A) of this Section. The fidelity bond or policy of insurance maintained by the management agent shall cover funds maintained in bank accounts of the management agent and need not name the Association as an obligee, but the management agent shall deliver to the Association upon request, from time to time, a copy of its fidelity bond or policy of insurance then in effect.

Section 10.4 Payment of Premiums. The premiums for any insurance obtained by the Association pursuant to this Article shall be a Common Expense included in the budget of the Association and shall be paid by the Association.

Section 10.5 Insurance Obtained by Owners. Each Owner shall be responsible for obtaining property insurance for his own benefit and at his own expense covering his Lot, and all Improvements and personal property located thereon. Each Owner shall also be responsible for obtaining at his expense personal liability coverage for death, bodily injury, or property damage arising out of the use, ownership, or maintenance of his Lot.

Section 10.6 Payment of Insurance Proceeds. With respect to any loss to the Common Area covered by property insurance obtained by the Association in accordance with this Article, the loss shall be adjusted with the Association and the insurance proceeds shall be payable to the

Association and not to any mortgagee. Subject to the provisions of Section 10.7 of this Article, the proceeds shall be disbursed for the repair or restoration of the damage to Common Area.

Section 10.7 Repair and Replacement of Damaged or Destroyed Property. Any portion of the Common Area damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (ii) Owners owning at least eighty percent (80%) of the Lots vote not to rebuild. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or replaced. The cost of repair or replacement in excess of insurance proceeds and reserves shall be paid by the Association. If the entire Common Area is not repaired or replaced, insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance and the remainder of the proceeds shall be added to the Association's reserve fund or used for such other purposes as the Board shall determine.

Section 10.8 Condemnation. Any conveyance in lieu of and under threat of condemnation must be approved by (i) at least two-thirds (2/3) of the Board and (ii) the Declarant so long as the Declarant owns any property subject to this Declaration or which may become subject to this Declaration. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which Improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant (so long as the Declarant owns any property which is or may become subject to this Declaration) and at least two-thirds (2/3) of the Board shall otherwise agree, the Association shall restore or replace such Improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board and applicable governmental authorities. If such Improvements are to be repaired or restored, the above provisions of this Article regarding the disbursement of insurance proceeds shall apply. If the taking does not involve any Improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XI
TERM AND ENFORCEMENT

Section 11.1 Enforcement. Subject to the provisions of Section 11.3 and of Section 11.4, the Declarant, and the Association shall have the right (but not the obligation) to enforce the terms of this Declaration and any amendment thereto. Failure by the Declarant or the Association, the Architectural Committee, or any Owner to enforce the same shall in no event be deemed a waiver of the right to do so thereafter. Deeds of conveyance of the Property may reference this Declaration, but whether or not such reference is made, each and all of the terms of this Declaration shall be valid and binding upon the respective grantees. Violators of any one or more of the terms hereof may be restrained by any court of competent jurisdiction and damages awarded against such violators, provided, however, that a violation shall not affect the lien of any

First Mortgage. If the Architectural Committee enforces any provision of the Project Documents, the cost of the enforcement shall be paid by the Association. In addition to any enforcement rights otherwise available to the Association, the Association shall have the right to enforce any provision of this Declaration by directly taking action necessary to cure or remove a breach of this Declaration, including without limitation, removal, repair, or replacement of any sign, landscaping, or other Improvement on any portion of the Property; in such event, the Association shall be entitled to recover the costs incurred by the Association in connection with such cure. Pursuant to such cure/removal right of the Association, the Association or its authorized agents may, upon reasonable written notice (or immediately, for willful and recurrent violations, when written notice has previously been given), enter any Lot in which a violation exists and may correct such violation at the expense of the Owner of such Lot, and the Association and its agents are hereby granted an easement for such purpose. Such expenses, and such fines as may be imposed pursuant to this Declaration, the Bylaws, or Association Rules, shall be a special Assessment secured by an Assessment Lien upon such Lot enforceable in accordance with the provisions of this Declaration. All remedies available at law or equity shall be available in the event of any breach of any provision of this Section by any Owner, tenant or other person. In addition, the Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation and repair of the Surface Water Management System for the Property. This shall include, without limitation, the right to bring a civil action for an injunction and penalties against the Association to compel it to correct any outstanding violations of the District Permit or the provisions of this Declaration pertaining to the Surface Water Management System or in mitigation or conservation areas under the responsibility of control of the Association.

Section 11.2 Term. The terms of this Declaration shall run with and bind the land for thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years for so long as the Lots shall continue to be used for residential purposes. Provided, however, no termination shall void the duty of the Association to maintain the Surface Water Management System (if it is mandated by the terms of the District Permit to do so and is not being maintained by the MSBU (if formed)),) unless specifically allowed by the Water Management District. Further, no such termination shall have the effect of terminating any easements herein provided or reserved.

Section 11.3 Amendment. So long as the Class B membership exists, the Declaration may be amended at any time and from time to time by the Declarant, without the consent or joinder of the Association, any Owner or mortgagee, if such amendment (a) clarifies ambiguities or corrects scrivener's errors, (b) is required in order to cause this Declaration to comply with applicable requirements of FHA, VA, FNMA, FHLMC, or any governmental or quasi-governmental agency or authority, or (c) are otherwise desirable in the sole discretion of Declarant. Following Turnover, the Declaration may be amended at any time, and from time to time, by (i) an instrument signed by the Owner(s) of at least a majority of the Lots or (ii) a certification by the President of the Association that the Owners of at least a majority of the Lots have voted in favor of the amendment at a duly called election; provided, however, any amendment made at a time when Declarant owns any Lots shall require the approval of the Declarant, which may be withheld in Declarant's sole and absolute discretion. Notwithstanding the foregoing, any amendment to the Declaration which alters any provision relating to the

Surface Water Management System beyond maintenance in its original condition must have the prior approval of the Water Management District, and must be submitted to the Water Management District for a determination whether the amendment necessitates a modification to the District Permit (with respect to which the Water Management District is to advise the permittee and the permittee shall act accordingly). Any such amendment, after approval by the Water Management District (if required), shall be recorded with the County Recorder and shall take effect immediately upon recordation regardless of the status of the then current term of the Declaration under Section 11.2 above. A properly executed and recorded amendment may alter the restrictions in whole or in part applicable to all or any portion of the Property and need not be uniform in application to the Property.

Section 11.4 Approval of Litigation. Except for any legal proceedings initiated by the Association to (i) enforce the terms of this Declaration; (ii) enforce the Association Rules; (iii) enforce the Architectural Committee Rules; (iv) collect any unpaid Assessments levied pursuant to this Declaration; or (v) enforce a contract entered into by the Association with vendors providing services to the Association, the Association shall not incur litigation expenses, including without limitation, attorneys' fees and costs, where the Association initiates legal proceedings or is joined as a plaintiff in legal proceedings, without the prior approval of a majority of the Members of the Association entitled to cast a vote who are voting in person or by proxy at a meeting duly called for such purpose, excluding the vote of any Owner who would be a defendant in such proceedings. The costs of any legal proceedings initiated by the Association which are not included in the above exceptions shall be financed by the Association only with monies that are collected for that purpose by special Assessment and the Association shall not borrow money, use reserve funds, or use monies collected for other Association obligations. Each Owner shall notify prospective Purchasers of such legal proceedings initiated by the Board and not included in the above exceptions and must provide such prospective Purchasers with a copy of the notice received from the Association in accordance with Section 12.4 of this Declaration. Nothing in this Section shall preclude the Board from incurring expenses for legal advice in the normal course of operating the Association to (i) enforce the Project Documents; (ii) comply with the statutes or regulations related to the operation of the Association; (iii) amend the Project Documents as provided in this Declaration; (iv) grant easements or convey Common Area as provided in this Declaration; (v) perform the obligations of the Association as provided in this Declaration; or (vi) defend (including but not limited to the filing of counterclaims and cross-claims in) any lawsuit filed against the Association. Subject to the exceptions in the first sentence of this Section, with respect to matters involving property or Improvements to property, the Association additionally shall not initiate legal proceedings or join as a plaintiff in legal proceedings unless (1) such property or Improvement is owned either by the Association or jointly by all Members of the Association, (2) the Association has the maintenance responsibility for such property or Improvements pursuant to this Declaration, or (3) the Owner who owns such property or Improvements consents in writing to the Association initiating or joining such legal proceeding.

ARTICLE XII
CLAIM AND DISPUTE RESOLUTION/LEGAL ACTIONS

Section 12.1 It is intended that the Common Area, each Lot, and all Improvements constructed on the Property by persons (for the purposes of this Section, "**Developers**") in the business of constructing improvements will be constructed in compliance with all applicable building codes and ordinances and that all Improvements will be of a quality that is consistent with good construction and development practices in the area where the Project is located for production housing similar to that constructed within the Project. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and the responsibility therefor. It is intended that all disputes and claims regarding alleged defects ("**Alleged Defects**") in any Improvements on any Lot or Common Area will be resolved amicably, without the necessity of time-consuming and costly litigation. Accordingly, all Developers (including Declarant), the Association, the Board, and all Owners shall be bound by the following claim resolution procedures.

Section 12.2 Right to Cure Alleged Defect. If a person or entity ("**Claimant**") claims, contends, or alleges an Alleged Defect, each Developer shall have the right to inspect, repair, and/or replace such Alleged Defect as set forth herein.

Section 12.2.1 Notice of Alleged Defect. If a Claimant discovers an Alleged Defect, within fifteen (15) days after discovery thereof, Claimant shall give written notice of the Alleged Defect ("**Notice of Alleged Defect**") to the Developer constructing the Improvement with respect to which the Alleged Defect relates.

Section 12.2.2 Right to Enter, Inspect, Repair, and/or Replace. Within a reasonable time after the receipt by a Developer of a Notice of Alleged Defect, or the independent discovery of any Alleged Defect by a Developer, Developer shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into the Common Area, areas of Association responsibility, any Lot or Residential Unit, and/or any Improvements for the purposes of inspecting and/or conducting testing and, if deemed necessary by Developer at its sole discretion, repairing and/or replacing such Alleged Defect. In conducting such inspection, testing, repairs, and/or replacement, Developer shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

Section 12.3 No Additional Obligations; Irrevocability and Waiver of Right. Nothing set forth in this Article shall be construed to impose any obligation on a Developer to inspect, test, repair, or replace any item or Alleged Defect for which such Developer is not otherwise obligated under applicable law or any warranty provided by such Developer in connection with the sale of the Lots and Residential Units and/or the Improvements constructed thereon. The right reserved to Developer to enter, inspect, test, repair and/or replace an Alleged Defect shall be irrevocable and may not be waived or otherwise terminated with regard to a Developer except by a written document executed by such Developer and recorded in the records of the County.

Section 12.4 Legal Actions. All legal actions initiated by a Claimant shall be brought in accordance with and subject to Section 11.3 and Section 12.5 of this Declaration. If a

Claimant initiates any legal action, cause of action, regulatory action, proceeding, reference, mediation, or arbitration against a Developer alleging (1) damages for costs of repairing Alleged Defect ("**Alleged Defect Costs**"), (2) for the diminution in value of any real or personal property resulting from such Alleged Defect, or (3) for any consequential damages resulting from such Alleged Defect, any judgment or award in connection therewith shall first be used to correct and or repair such Alleged Defect or to reimburse the Claimant for any costs actually incurred by such Claimant in correcting and/or repairing the Alleged Defect. If the Association as a Claimant recovers any funds from a Developer (or any other person or entity) to repair an Alleged Defect, any excess funds remaining after repair of such Alleged Defect shall be paid in to the Association's reserve fund. If the Association is a Claimant, the Association must provide a written notice to all Members prior to initiation of any legal action, regulatory action, cause of action, proceeding, reference, mediation or arbitration against a Developer(s) which notice shall include at a minimum (1) a description of the Alleged Defect; (2) a description of the attempts of the Developer(s) to correct such Alleged Defect and the opportunities provided to the Developer(s) to correct such Alleged Defect; (3) a certification from an architect or engineer licensed in the State of Florida that such Alleged Defect exists along with a description of the scope of work necessary to cure such Alleged Defect and a resume of such architect or engineer; (4) the estimated Alleged Defect Costs; (5) the name and professional background of the attorney retained by the Association to pursue the claim against the Developer(s) and a description of the relationship between such attorney and member(s) of the Board or the Association's management company (if any); (6) a description of the fee arrangement between such attorney and the Association; (7) the estimated attorneys' fees and expert fees and costs necessary to pursue the claim against the Developer(s) and the source of the funds which will be used to pay such fees and expenses; (8) the estimated time necessary to conclude the action against the Developer(s); and (9) an affirmative statement from a majority of the members of the Board that the action is in the best interests of the Association and its Members.

Section 12.5 Alternative Dispute Resolution. Any dispute or claim between or among (a) a Developer (or its brokers, agents, consultants, contractors, subcontractors, or employees) on the one hand, and any Owner(s) or the Association on the other hand; or (b) any Owner and another Owner; or (c) the Association and any Owner, regarding any controversy or claim between the parties, including any claim based on contract, tort, or statute, arising out of or relating to (i) the rights or duties of the parties under this Declaration; (ii) the design or construction of any portion of the Project; (iii) or an Alleged Defect, but excluding disputes relating to the payment of any type of Assessment (collectively a "**Dispute**"), shall be subject first to negotiation, then mediation, and then arbitration as set forth in this Section 12.5 prior to any party to the Dispute instituting litigation with regard to the Dispute under Section 12.7. In favor of the Final and Binding Arbitration procedures provided for herein, Claimants waive the right to trail by court proceedings including the right to a jury trial. Arbitration shall be compelled upon Developer's demand.

Section 12.5.1 Negotiation. Each party to a Dispute shall make every reasonable effort to meet in person and confer for the purpose of resolving a Dispute by good faith negotiation. Upon receipt of a written request from any party to the Dispute, the Board may appoint a representative to assist the parties in resolving the dispute by negotiation, if in its discretion the Board believes its efforts will be beneficial to the parties and to the welfare of the

Community. Each party to the Dispute shall bear their own attorneys' fees and costs in connection with such negotiation.

Section 12.5.2 Mediation. If the parties cannot resolve their Dispute pursuant to the procedures described in Section 12.5.1 above within such time period as may be agreed upon by such parties (the "**Termination of Negotiations**"), the party instituting the Dispute (the "**Disputing Party**") shall have thirty (30) days after the termination of negotiations within which to submit the Dispute to mediation pursuant to the mediation procedures adopted by the American Arbitration Association or any successor thereto or to any other independent entity providing similar services upon which the parties to the Dispute may mutually agree. No person shall serve as a mediator in any Dispute in which such person has a financial or personal interest in the result of the mediation, except by the written consent of all parties to the Dispute. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or to prevent a prompt commencement of the mediation process. If the Disputing Party does not submit the Dispute to mediation within thirty days after Termination of Negotiations, the Disputing Party shall be deemed to have waived any claims related to the Dispute and all other parties to the Dispute shall be released and discharged from any and all liability to the Disputing Party on account of such Dispute; provided, nothing herein shall release or discharge such party or parties from any liability to persons or entities not a party to the foregoing proceedings.

Section 12.5.2.1 Position Memoranda; Pre-Mediation Conference. Within ten (10) days of the selection of the mediator, each party to the Dispute shall submit a brief memorandum setting forth its position with regard to the issues to be resolved. The mediator shall have the right to schedule a pre-mediation conference and all parties to the Dispute shall attend unless otherwise agreed. The mediation shall commence within ten (10) days following submittal of the memoranda to the mediator and shall conclude within fifteen (15) days from the commencement of the mediation unless the parties to the Dispute mutually agree to extend the mediation period. The mediation shall be held in the County where the property is located or such other place as is mutually acceptable by the parties to the Dispute.

Section 12.5.2.2 Conduct of Mediation. The mediator has discretion to conduct the mediation in the manner in which the mediator believes is most appropriate for reaching a settlement of the Dispute. The mediator is authorized to conduct joint and separate meetings with the parties to the Dispute and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties to the Dispute agree to obtain and assume the expenses of obtaining such advice as provided in Section 12.5.2.5 below. The mediator does not have the authority to impose a settlement on any party to the Dispute.

Section 12.5.2.3 Exclusion Agreement. Any admissions, offers of compromise or settlement negotiations or communications at the mediation shall be excluded in any subsequent dispute resolution forum.

Section 12.5.2.4 Parties Permitted at Sessions. Persons other than the parties to the Dispute may attend mediation sessions only with the permission of all parties to the Dispute and the mediator. Confidential information disclosed to a mediator by the parties to the Dispute or by witnesses in the course of the mediation shall be kept confidential. There shall be no stenographic, videographic, or audio record of the mediation process.

Section 12.5.2.5 Expenses of Mediation. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including, but not limited to, the fees and costs charged by the mediator and the expenses of any witnesses or the cost of any proof of expert advice produced at the direct request of the mediator, shall be borne equally by the parties to the Dispute unless agreed to otherwise. Each party to the Dispute shall bear their own attorneys' fees and costs in connection with such mediation.

Section 12.5.3 Final and Binding Arbitration. If the parties cannot resolve their Dispute pursuant to the procedures described in Section 12.5.1 above, the Disputing Party shall have thirty (30) days following termination of mediation proceedings (as determined by the mediator) to submit the Dispute to final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as modified or as otherwise provided in this Section 12.5. If the Disputing Party does not submit the Dispute to arbitration within thirty days after termination of mediation proceedings, the Disputing Party shall be deemed to have waived any claims related to the Dispute and all other parties to the Dispute shall be released and discharged from any and all liability to the Disputing Party on account of such Dispute; provided, nothing herein shall release or discharge such party or parties from any liability to a person or entity not a party to the foregoing proceedings.

The existing parties to the Dispute shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the arbitration proceeding. No Developer shall be required to participate in the arbitration proceeding if all parties against whom a Developer would have necessary or permissive cross-claims or counterclaims are not or cannot be joined in the arbitration proceedings. Subject to the limitations imposed in this Section 12.5, the arbitrator shall have the authority to try all issues, whether of fact or law.

Section 12.5.3.1 Place. The arbitration proceedings shall be heard in the County where the Property is located.

Section 12.5.3.2 Arbitration. A single arbitrator shall be selected in accordance with the rules of the American Arbitration Association from panels maintained by the American Arbitration Association with experience in relevant matters which are the subject of the Dispute. The arbitrator shall not have any relationship to the parties or interest in the Project. The parties to the Dispute shall meet to select the arbitrator within ten (10) days after service of the initial complaint on all defendants named therein.

Section 12.5.3.3 Commencement and Timing of Proceeding. The arbitrator shall promptly commence the arbitration proceeding at the earliest convenient date in light of all of the facts and circumstances and shall conduct the proceeding without undue delay.

Section 12.5.3.4 Pre-hearing Conferences. The arbitrator may require one or more pre-hearing conferences.

Section 12.5.3.5 Discovery. The parties to the Dispute shall be entitled to limited discovery only, consisting of the exchange between the parties of the following matters: (i) witness lists; (ii) expert witness designations; (iii) expert witness reports; (iv) exhibits; (v) reports of testing or inspections of the property subject to the Dispute, including but not limited to, destructive or invasive testing; and (vi) trial briefs. Developer shall also be entitled to conduct further tests and inspections as provided in Section 12.2 above. Any other discovery shall be permitted by the arbitrator upon a showing of good cause or based on the mutual agreement of the parties to the Dispute. The arbitrator shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.

Section 12.5.3.6 Limitation on Remedies/Prohibition on the Award of Punitive Damages. Notwithstanding contrary provisions of the Commercial Arbitration Rules, the arbitrator in any proceeding shall not have the power to award punitive or consequential damages; however, the arbitrator shall have the power to grant all other legal and equitable remedies and award compensatory damages. The arbitrator's award may be enforced as provided for in the Florida Arbitration Code, Chapter 682, Florida Statutes, or such similar law governing enforcement of awards in a trial court as is applicable in the jurisdiction in which the arbitration is held.

Section 12.5.3.7 Motions. The arbitrator shall have the power to hear and dispose or motions, including motions to dismiss, motions for judgment on the pleadings, and summary judgment motions, in the same manner as a trial court judge, except the arbitrator shall also have the power to adjudicate summary issues of fact or law including the availability of remedies, whether or not the issue adjudicated could dispose of an entire cause of action or defense.

Section 12.5.3.8 Expenses of Arbitration. Each party to the Dispute shall bear all of its own costs incurred prior to and during the arbitration proceedings, including the fees and costs of its attorneys or other representatives, discovery costs, and expenses of witnesses produced by such party. Each party to the Dispute shall share equally all charges rendered by the arbitrator unless otherwise agreed to by the parties.

Section 12.6 Statute of Limitations. Nothing in this Article shall be considered to toll, stay, or extend any applicable statute of limitations.

Section 12.7 Enforcement of Resolution. If the parties to a Dispute resolve such Dispute through negotiation or mediation in accordance with Section 12.5.1 or Section 12.5.2 above, and any party thereafter fails to abide by the terms of such negotiation or mediation, or if an arbitration award is made in accordance with Section 12.5.3 and any party to the Dispute thereafter fails to comply with such resolution or award, then the other party to the Dispute may file suit or initiate litigation proceedings to enforce the terms of such negotiation, mediation, or award without the need to again comply with the procedures set forth in this Article. In such event, the party taking action to enforce the terms of the negotiation, mediation, or the award shall be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties, pro rata), all costs incurred to enforce the terms of the negotiation, mediation or award including, without limitation, attorneys' and paralegals' fees and court costs.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.1 Severability. Judicial invalidation of any part of this Declaration shall not affect the validity of any other provisions.

Section 13.2 Construction. The Article and Section headings have been inserted for convenience only and shall not be considered in resolving questions of interpretation or construction. All terms and words used in this Declaration regardless of the number and gender in which they are used shall be deemed and construed to include any other number, and any other gender, as the context or sense requires. In the event of any conflict or inconsistency between this Declaration, the Articles, and/or the Bylaws, the provisions of this Declaration shall control over the provision of the Articles and the Bylaws and the provisions of the Articles shall prevail over the provisions of the Bylaws.

Section 13.3 Notices. Any notice permitted or required to be delivered as provided herein may be delivered either personally, via overnight courier delivery service or by mail, postage prepaid; if to an Owner, addressed to that Owner at the address of the Owner's Lot or if to the Architectural Committee, addressed to that Committee at the normal business address of the Association. If notice is sent by mail or overnight courier delivery service, it shall be deemed to have been delivered twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage pre-paid. If personally delivered, notice shall be effective on receipt. Notwithstanding the foregoing, if application for approval, plans, specifications and any other communication or documents shall not be deemed to have been submitted to the Architectural Committee, unless actually received by said Committee. Any vote, election, consent, or approval of any nature by the Owners or the Board, whether hereunder or for any other purpose, may, in the discretion of the Board and in lieu of a meeting of the Board or the Owners, as applicable, be held by a mail-in ballot process pursuant to such reasonable rules as the Board may specify.

Section 13.4 Tract Declaration. Any Owner of a Tract containing more than one Lot shall have the right to impose on any portion of the Tract owned by such Owner a Tract Declaration ("**Tract Declaration**") in such form as may be approved in writing by Declarant. A Tract Declaration may modify the provisions of Section 11.3 or Section 11.4 of this Declaration and, to the extent that any Tract Declaration is inconsistent with such provisions of this Declaration, the provisions of such Tract Declaration shall take priority over and control over such provisions of this Declaration. A Tract Declaration may also impose other covenants, conditions, restrictions, easements, or other matters to the extent not inconsistent with the provisions of this Declaration.

Section 13.5 Prices. Declarant shall have the right, from time to time, in its sole discretion, to establish and/or adjust sales prices or price levels for new Residential Units and/or Lots.

Section 13.6 Restriction of Traffic. Declarant reserves the right, so long as it owns any portion of the Property, to unilaterally restrict and/or re-route all pedestrian and vehicular traffic within the Property, in Declarant's sole discretion, to accommodate Declarant's construction activities, and sales and marketing activities (as well as those of any Designated Builder approved by Declarant); provided that no Residential Unit shall be deprived of access to a dedicated street adjacent thereto.

Section 13.7 Communication. All communication from Owners to Declarant, its successors or assigns, the Board, or any officer of the Association shall be in writing in order to be deemed effective.

Section 13.8 Interpretation. The Board shall have the right, except as limited by any other provisions of this Declaration or the Bylaws, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith determination, construction, or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best consummate the general plan of development for the Project.

Section 13.9 Declarant's Consent or Approval. Notwithstanding anything in this Declaration to the contrary, to the extent that any action hereunder requires Declarant's consent or approval, such consent or approval shall only be required so long as Declarant owns any portion of the Property. At such time as Declarant no longer owns any portion of the Property, any action which is subject to Declarant's consent or approval shall no longer require such consent or approval. Notwithstanding the foregoing, if at any time Additional Property owned by Declarant is made subject to the provisions of this Declaration, the requirement for Declarant's consent or approval shall be reinstated.

Section 13.10 Laws of Florida. The provisions of this Declaration shall be construed under and subject to the laws of the State of Florida and the municipality and County, as applicable, in which the Project is located.

Section 13.11 Other Rights. Declarant reserves all other rights, powers, and authority of Declarant set forth in this Declaration, and, to the extent not expressly prohibited by applicable Florida law, further reserves all other rights, powers, and authority, in Declarant's sole discretion, of a declarant under applicable Florida law.

Section 13.12 Governing Law. The construction, validity, and enforcement of the provisions of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in the County.

Section 13.13 Individual Liability. The obligations of Declarant arising out of this Declaration or under any other instrument are corporate obligations and do not extend to the members, managers, employees, officers, directors, or shareholders of the Declarant. Such members, managers, employees, officers, directors, and shareholders shall have no individual liability in any action brought, or for any claim asserted by the Association, or by any Owner in connection with the construction, development, sale, maintenance, management, or operation of any Lot or other property or Improvements within the Community.

Section 13.14 Disclaimers and Releases. By acceptance of a deed to a Residential Unit, each Purchaser or Owner, for itself and all persons claiming under such Purchaser or Owner, shall conclusively be deemed to have acknowledged and agreed: (a) that Declarant specifically disclaims any and all representations and warranties, express and implied, with regard to any of the disclosed or described matters (other than to the extent expressly set forth in the foregoing disclosures); and (b) to fully and unconditionally release Declarant and the Association, and their respective directors, officers, managers, members, agents, employees, suppliers and contractors, and their successors and assigns, from any and all loss, damage or liability (including, but not limited to, any claim for nuisance or health hazards) related to or arising in connection with any disturbance, inconvenience, injury, or damage resulting from or pertaining to all and/or any one or more of the conditions, activities, occurrences described herein.

ARTICLE XIV

WATER MANAGEMENT DISTRICT REQUIREMENTS

Section 14.1 Purpose. The provisions of this Article XIV are included for purposes of complying with various requirements of the Water Management District. The provisions of this Article XIV are intended to supplement and not replace the remaining provisions of this Declaration. However, in the event of any conflict between any provision of this Article XIV and any other provision of this Declaration, and assuming no reasonable interpretation of such provisions reconciles such conflict, then the provisions of this Article XIV will prevail. Furthermore, if so required by the Water Management District, the Declarant may amend this Article as may be necessary or desirable to comply with such requirement, without the joinder or consent of any other party, including any Owner, mortgagee, or the Association.

Section 14.2 Surface Water Management System. If, as of the date of this Declaration, a Municipal Services Benefit Unit ("**MSBU**") has not been approved and established by the County for the maintenance, operation and repair of the Surface Water Management System the Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System. However, if and when such an MSBU is created, the County shall be responsible for the maintenance, operation, and repair of the Surface Water Management System. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, retention ponds, conveyance, or other surface water or stormwater management capabilities as permitted by the Water Management District. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved by the Water Management District.

Section 14.3 Association Responsibility. Unless and until an MSBU is created for such purpose, the Association shall maintain all portions of the Surface Water Management System which have not been conveyed to the County, and the Association shall have the right (but not the obligation) to perform enhanced maintenance, if it so desires, of any portions of the Surface Water Management System which have been conveyed to the County. The Association shall exist in perpetuity; however, if the obligation for the maintenance, operation and repair of any portion of the Surface Water Management System is vested in the Association and the Association is subsequently dissolved without an MSBU being established for maintenance of such portions of the Surface Water Management System, the Association's property rights comprising the Surface Water Management System will be conveyed to and maintained by an entity identified in sections 12.3.1(a) through (f) of the SFWMD ERP Applicant's Handbook Vol. I, who has the powers listed in sections 12.3.4(B)1. through 8. of the handbook, subject to the covenants and restrictions required in sections 12.3.4(c)1. through 9. of the handbook, and the ability to accept responsibility for the operation and maintenance of the system described in section 12.3.4(d)1. or d.2. of the handbook. If this is not accepted, then the Surface Water Management System will be dedicated to a similar non-profit corporation; provided, however if no other not-for-profit corporation or agency will accept such property, then any affected governmental instrumentality or agency, including the Water Management District, may petition the Circuit Court of the County to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association with respect to the Surface Water Management System as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust, which shall constitute Common Expenses of the Association and shall be assessed against its Members. If the Association has been dissolved, or if the Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate.

Section 14.4 Maintenance and Ownership of the Surface Water Management System. The Surface Water Management System, including any drainage, stormwater, or other easements of which such system may be comprised, constitutes Common Areas of the Association and shall be owned and operated by the Association unless and until an MSBU has been created for such purpose, in which event such Surface Water Management System shall be owned and operated by County, through the MSBU. The applicable entity, either the Association (unless and until an MSBU is created) or the County (at such time as an MSBU is created), shall be responsible for the operation and maintenance of the Surface Water Management System and for assessing and collecting assessments for the operation, maintenance, and if necessary, replacement of the system. In the event the Surface Water Management System is operated and maintained by the Association, the expenses therefor shall be included in the annual assessments set forth in Section 4.3. Additionally, to the extent that any Owner takes any action that requires the Association to repair or replace any portion of the Surface Water Management System, the cost of such repair or replacement actions shall be assessed by the Association against the Owner on whose behalf such actions are performed, but shall not be considered part of the annual maintenance assessment or charge. Any repair or reconstruction of the Surface Water Management System shall be as provided in the District Permit or, if modified, as approved, in writing, by the Water Management District. Notwithstanding the foregoing, no person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the Water Management District. The Declarant may have constructed drainage swales or other stormwater control features upon some or all of the Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each Lot Owner, including Builders, shall be responsible for the maintenance, operation and repair of the swales or other stormwater control features on its Lot, as applicable. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales and/or other stormwater control features to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the Association. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales and/or other stormwater control features is prohibited. No alteration of the drainage swales and/or other stormwater control features shall be authorized and any damage to any drainage swales and/or other stormwater control features, whether caused by natural or human-induced phenomena, shall be repaired and such drainage swales and/or other stormwater control features returned to their former condition as soon as possible by the Owner(s) of the Lot(s) upon which such drainage swales and/or other stormwater control features are located.

Section 14.5 Declarant Rights. Declarant shall have the right to control the water level and maintenance of all lakes, ponds, swales, drainage control devices, and all other area and apparatus comprising the Surface Water Management System. Except with Declarant's prior written consent, which consent may be withheld for any reason deemed sufficient by Declarant, and subject to the further provisions below in this paragraph, no person, including the Association, may pump or otherwise remove water from any lake or pond now or hereafter existing within or near the Community for the purpose of irrigation or otherwise make use of such water. Nothing set forth in this Section shall be construed to abrogate the responsibility of the Association to operate and maintain the Surface Water Management System in compliance with all applicable regulations of the County, the Water Management District, and other governmental authorities, nor shall the exercise of Declarant's rights under this Section materially impede the fulfillment of such responsibility. No person shall, without the written approval of Declarant, swim or consume fish caught within any of the lakes or ponds within the Community; discharge any liquid or material, other than natural drainage, into any portion of the Surface Water Management System, or alter, obstruct, or interfere with any portion of the Surface Water Management System.

Section 14.6 Surface Water Management Permit. The registered agent for the Association shall maintain copies of the District Permit and all other Stormwater Management System permitting documents for the benefit of the Association.

Section 14.7 Water Management District. The Water Management District requires the following provisions:

(A) No person may perform any work, construction, maintenance, clearing, filling, or any other type of activities within the wetland buffers unless prior approval is received from the Water Management District.

(B) Each Owner at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Water Management District.

(C) No owner of property within the Community may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands or wetland buffers described in the District Permit and the Plat, unless prior approval is received by the Water Management District.

ARTICLE XV
SPECIAL PROVISIONS

By acceptance of a deed to a Residential Unit, each Owner shall conclusively be deemed to understand, and to have acknowledged and agreed to, all of the following:

Section 15.1 Disclosure of Agricultural Operations Near Project. (a) The Project is located in the vicinity of agricultural properties; (b) Lots within the Project may be subject to odors, fumes, smells and physically airborne particulates caused by the operation and maintenance of neighboring agricultural properties; and (c) pesticides, insecticides and fertilizers may drift over and disperse upon portions of the Project from time to time as a result of crop dusting and other similar activities on neighboring agricultural properties involving the application of such substances.

Section 15.2 Agricultural Overspray Easement. All portions of the Project shall be subject to an agricultural overspray easement for the benefit of agricultural properties within the vicinity of the Project. Each Owner, by accepting a deed to a Lot within the Project, hereby acknowledges that it accepts such Lot subject to such overspray easement pursuant to which, as a result of crop dusting and other similar activities on agricultural lands within the vicinity of the Project, pesticides, insecticides and fertilizers may drift over and disperse upon portions of the Project from time to time.

Section 15.3 Water Body Restrictions. The following restrictions shall be applicable to any pond, lake, wetland or other water body owned or maintained by the Association ("**Water Body**"):

(A) There shall be no swimming in the Water Body except in the case of an emergency or as may be provided by the Association Rules.

(B) Unless otherwise approved in writing by the Board, only boats and watercraft operated by the Association for maintenance, safety or other community purposes or by Declarant shall be allowed in the Water Body.

(C) The Association and Declarant shall have authority to restrict the usage of all or any portion of the Water Body by any persons, including an Owner or occupant, or their family, guests or invitees due to negligence or violation of any of the Association Rules or any other safety regulations, as well as for reasons set forth elsewhere in this Declaration. Any person whose use of the Water Body is restricted by Declarant may request review of such restriction by the Board, the decision of which shall be binding.

(D) If forces of nature or governmental restrictions prohibit or otherwise render maintenance of the Water Body in the size, level or formation as originally shown on any Plat for the Property not possible or unreasonable for environmental or other reasons, neither Declarant nor the Association shall be obligated to maintain the Water Body in the size, level or formation as originally shown on any Plat.

(E) It is possible that effluent water, reclaimed water, or so called "gray water" may be used to fill Water Bodies and to maintain certain landscaping in the Common Areas. Owners acknowledge that the cost of such water may fluctuate and shall be a Common Expense.

Section 15.4 Additional Disclosures And Disclaimers Regarding Water Bodies and Common Turf Areas.

(A) Portions of the Property are located adjacent to or nearby Water Bodies, and adjacent Common Areas ("**Water Bodies/Turf Areas**"). In connection therewith: (a) the water facilities, hazards, other installations located on the Water Bodies/Turf Areas may be an attractive nuisance; (b) operation, maintenance, and use, of the Water Bodies/Turf Areas may result in a certain loss of privacy, and will entail various operations and applications, including (but not necessarily limited to) all or any one or more of the following: (1) the right of the Association, and its employees, agents, suppliers, and contractors, to (i) enter upon and travel over the Property to and from and between any one or more of the Property entry areas, and portions of the Water Bodies/Turf Areas, and (ii) enter upon the Property to maintain, repair, and replace, water and irrigation lines and pipes used in connection with Water Bodies/Turf Areas landscaping; (2) operation and use of noisy electric, gasoline, and other power driven vehicles and equipment, on various days of the week, including weekends, and during various times of the day, including, without limitation, early morning and late evening hours; (3) operation of sprinkler and other irrigation systems during the day and night; (4) storage, transportation, and application of insecticides, pesticides, herbicides, fertilizers, and other supplies and chemical substances (all, collectively, "**chemical substances**"); (5) parking and/or storage of Vehicles, equipment, chemical substances, and other items; (6) irrigation of the Water Bodies/Turf Areas, and supply of water facilities thereon, with recycled or effluent water; (7) "overspray" of recycled or effluent water and chemicals onto the Property; and/or (8) recreational users from time to time may shout and use language (or bodily motions or gestures), which may be distinctly audible (or visible) to persons in the Property, and which language (or bodily motions or gestures) may be profane or otherwise offensive in tone and content; (c) play on the Water Bodies/Turf Areas may be allowed during all daylight and/or evening hours, up to and including seven days a week; (d) play on the Water Bodies/Turf Areas may result in damage to the Property, including, without limitation, damage to windows, doors, stucco, roof tiles, sky lights, and other areas of the Residential Unit and other portions of the Property, and damage to real and personal property of Owner or others, whether outdoors or within a residence or other building, and injury to person; and (e) although fencing and other features may (but need not necessarily) be incorporated into the Residential Unit or other portions of the Property in an effort to decrease the hazards associated with such play, the Owner acknowledges that such fencing and other features may protect against some, but certainly not all, damage which may occur.

(B) The Water Bodies/Turf Areas also may include one or more separate large maintenance and/or warehouse-type building(s), storage area(s) for Vehicles, equipment, and chemical substances (as defined above), fuel storage and above-ground fuel island(s), and related facilities (all, collectively, "**Maintenance Facility**"), constructed and/or operated by the Association or owner(s) or operator(s) of the Maintenance Facility, at a location on or adjacent to the Property. The location of the Maintenance Facility will require frequent and recurring travel by Maintenance Facility and other Water Bodies/Turf Areas personnel, and Vehicles (and travel by and transportation of other personnel, equipment, chemicals, fuel, and other items) over Common Areas of the Property to and from the Maintenance Facility and other portions of the Water Bodies/Turf Areas and Property entry areas. In connection with the Maintenance Facility: (a) the facilities and related items located on the Maintenance Facility may be an attractive nuisance; (b) operation, maintenance, and use, of the Maintenance Facility may result in a certain loss of privacy, and will entail various operations and applications, including (but not necessarily limited to) all or any one or more of the following: (1) the right of owner(s) and operator(s) of the Maintenance Facility, and their employees, agents, suppliers, and contractors, to enter upon and travel over the Property to and from and between any one or more of the Property entry areas, the Maintenance Facility, and other portions of the Property; (2) operation, maintenance, and repair of noisy electric, gasoline, and other power driven Vehicles and equipment, on various days of the week, including weekends, and during various times of the day, including, without limitation, early morning and late evening hours; (3) storage, transportation, and application, of chemical substances; (4) parking and/or storage of Vehicles, equipment, chemical substances, fuel, and other items; and (5) fueling and related operations; and (c) although walls, fencing, and other features may be incorporated into the Maintenance Facility, the Owner acknowledges that such walls, fencing, and other features will certainly not eliminate all sight, noise, or other conditions, on or emanating from the Maintenance Facility.

(C) All and any one or more of the matters described above may cause inconvenience and disturbance to the Owner, and other occupants of and visitors to the Residential Unit and/or Common Areas, and possible injury to person and damage to property, and the Owner has carefully considered the foregoing matters, and the location of the Property (including the Common Areas and the Residential Unit) and their proximity to the Water Bodies/Turf Areas and to the Maintenance Facility, before making the decision to purchase a Residential Unit in the Property.

Section 15.5 Easements for Water Body Maintenance and Flood Water. Declarant reserves for itself, the Association, and their successors, assigns and designees, the nonexclusive right and easement, but not the obligation, to enter upon any Water Body located within the Common Areas to: (a) install, operate, maintain and replace pumps to supply irrigation water to the Common Areas; (b) construct, maintain, and repair structures and equipment used for retaining water; (c) maintain such areas in a manner consistent with the Association Rules; and (d) replace, remove and/or fill in the Water Bodies if and to the extent permitted by applicable governmental authorities. Declarant, the Association, and their successors, assigns, and designees shall have an access easement over and across any of the Property abutting or containing Water Bodies to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves for itself, the Association, and their successors, assigns, and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Areas and Lots (but not the Residential Units thereon) adjacent to or within 100 feet of Water Bodies constituting a part of the Property, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Property; (b) alter in any manner and generally maintain the Water Bodies and other bodies of water within the Common Areas; and (c) maintain and landscape the slopes and banks pertaining to such areas. All persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other person liable for damage resulting from flooding due to hurricanes, heavy rainfall, or other natural occurrences.

Section 15.6 Electrical Power Systems; EMF. A major electrical power substation may be located adjacent to or nearby the Property, and there may presently be and may in the future be additional major electrical power system components (including, but not necessarily limited to, other electrical power substations or facilities, high voltage transmission or distribution lines, transformers, and other items) from time to time located within or nearby the Property, which generate certain electric and magnetic fields ("**EMF**") around them.

Section 15.7 Airplane Traffic. The Property is or may be located within or nearby certain airplane flight patterns or clear zones, and/or subject to significant levels of airplane traffic and noise.

Section 15.8 Freeway/Roadways. The Property is or may be located adjacent to or near expressways and/or arterial or major roadways, and subject to levels of traffic thereon and noise, dust, and other nuisance from such roadways and Vehicles travelling thereon. Also, each Residential Unit is located in proximity to streets and other Residential Units within the Property, and subject to substantial levels of sound and noise.

Section 15.9 Commercial Site. The Property is located adjacent to or near a designated commercial site, and subject to substantial levels of sound, noise, and other nuisances, from such commercial site, and any commercial buildings or facilities developed thereon.

Section 15.10 Water Channel. There are presently and may in the future be a water reservoir site and/or other water retention facilities located nearby or adjacent to, or within the Property, and the Property is located adjacent to or nearby major water and drainage channels, major washes, and a major water detention basin (all of the foregoing, collectively, "**Channel**"), the ownership, use, regulation, operation, maintenance, improvement and repair of which are not within Declarant's control, and over which Declarant has no jurisdiction or authority, and, in connection therewith: (1) the Channel may be an attractive nuisance; (2) maintenance and use of the Channel may involve various operations and applications, including (but not necessarily limited to) noisy electric, gasoline or other power driven Vehicles and/or equipment used by Channel maintenance and repair personnel during various times of the day, including, without limitation, early morning and/or late evening hours; and (3) the possibility of damage to improvements and property on the Property, particularly in the event of overflow of water or other substances from or related to the Channel, as the result of non-function, malfunction, or overtaxing of the Channel or any other reason; and (4) any or all of the foregoing may cause inconvenience and disturbance to Owner and other persons in or near a Residential Unit and/or Common Area, and possible injury to person and/or damage to property.

Section 15.11 Future Development. Declarant presently plans to develop only those Lots which have already been released for construction and sale, and Declarant has no obligation with respect to future phases, plans, zoning, or development of other real property contiguous to or nearby the Lots presently planned for development. The Owner of a Residential Unit may have seen proposed or contemplated residential and other developments which may have been illustrated in the plot plan or other sales literature in or from Declarant's sales office, and/or may have been advised of the same in discussions with sales personnel; however, notwithstanding such plot plans, sales literature, or discussions or representations by sales personnel or otherwise, Declarant is under no obligation to construct such future or planned developments or units, and the same may not be built in the event that Declarant, for any reason whatsoever, decides not to build same. An Owner is not entitled to rely upon, and in fact has not relied upon, the presumption or belief that the same will be built; and no sales personnel or any other person in any way associated with Declarant has any authority to make any statement contrary to the foregoing provisions.

Section 15.12 Wild Animals. The Property is located adjacent or nearby to certain undeveloped areas which may contain various species of wild creatures (including, but not limited to, alligators, bears, panthers, raccoons, coyotes and foxes), which may from time to time stray onto the Property, and which may otherwise pose a nuisance or hazard, all risks associated with which each Owner accepts by their purchase of a Lot. Owners shall not feed wild creatures of any kind nor otherwise engage in conduct that attracts wild creatures onto any portion of the Property. Conduct that may attract wild creatures onto the Property, and that may be restricted or regulated by the Association, includes, but is not necessarily limited to: (i) leaving food waste in containers or areas that are accessible by wild creatures, or allowing wild creatures to access food waste, pet food, BBQ grills, refrigerators or freezers in garages or on porches or patios; (ii) not picking fruit (including vegetables and berries) when they are ripe but allowing them to fall and remain on the ground; (iii) leaving birdfeeders out overnight; (iv) keeping bees; (v) not keeping garage doors closed in accordance with Section 5.13 hereof; and (vi) leaving trash containers outside overnight for next day pick-up by trash haulers, in lieu of putting them out in the morning of the day of pick-up. The Association, by and through the Board shall have the right to promulgate Association Rules which regulate or restrict these activities or any other activities which, in the sole determination of the Board, attract wild creatures onto the Property. For purposes of illustration and not limitation of the foregoing sentence, the Board may promulgate Association Rules mandating that Owners acquire, at their sole cost and expense, and use so called "**Bear Resistant Trash Containers**" for the disposition of food waste. Any such Bear Resistant Trash Containers shall be a type or types that are acceptable to the Association and that are capable of pick-up by any trash hauler(s) servicing the Project.

Section 15.13 Municipal Services Benefit Unit. If, as of the date of this Declaration, a MSBU has not been approved and established by the County for the maintenance, operation and repair of street lights and/or other subdivision infrastructure improvements for the Property, the Association shall be responsible for such functions. However, one or more MSBUs may subsequently be created for such purposes, and in such event, the County shall be responsible for the maintenance, operation and repair of such improvements subject to the MSBU, but each Owner, by acceptance of a deed with respect to such Owner's Lot, consents to the formation and operation of any such MSBUs. The Association shall exist in perpetuity; however, if the obligation for the maintenance, operation and repair of such improvements is vested in the Association and the Association is subsequently dissolved, and an MSBU has not been established, the Association's property rights with respect to the Common Areas will be conveyed to an appropriate agency of local government. If this is not accepted, then such Common Areas will be dedicated to a similar non-profit corporation; provided, however if no other not-for-profit corporation or agency will accept such property, then any affected governmental instrumentality or agency, may petition the Circuit Court of the County to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association with respect to such portions of the Common Area as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust, which shall constitute Common Expenses of the Association and shall be assessed against its Members. If the Association has been dissolved, or if the Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate.

Section 15.14 Sporting Clay/Gun Range. The Property or portions thereof are or may be nearby a sporting clay and/or gun range.

ARTICLE XVI
RIGHTS OF DECLARANT

Section 16.1 The Association. So long as the Declarant owns any Lot or Tract within the Community, The Association shall not, without the written consent of the Declarant or its successor or assigns, which may be withheld in Declarant's sole discretion, take any of the following actions:

(A) Prohibit or restrict in any manner the sales, marketing, and leasing activities and programs of Declarant or a Designated Builder.

(B) Decrease the level of maintenance services performed by the Association pursuant to this Declaration.

(C) Impose any Special Assessment, Individual Assessment, or Fine against Declarant or its property.

(D) Impair or interfere with the operation of the Architectural Committee or the exercise of its powers.

(E) Amend this Declaration, the Articles of Incorporation, or the Bylaws.

(F) Terminate or cancel any contracts of the Association entered into prior to the Turnover.

(G) Terminate or waive any rights of the Association under this Declaration.

(H) Convey, lease, or encumber any portion of, or interest in, the Common Areas.

(I) Terminate or cancel any easements granted hereunder or by the Association.

(J) Terminate or impair in any fashion any easements, powers, or rights of Declarant hereunder.

(K) Restrict the right of Declarant to use, access, and enjoy any property within the Community.

(L) Take any other action impairing, in Declarant's sole discretion, the quality of the Community or the health, safety, or welfare of the Owners.

Section 16.2 Common Areas. Declarant shall have the right in its sole discretion to permit the use of any portion of the Common Areas by the general public or by such Persons as Declarant may designate.

Section 16.3 Development. At the time of recording of this Declaration, the development and construction of the Lots and Improvements in the Community have not been completed. Declarant reserves all rights and easements necessary or desirable with respect to the Community to complete such development and construction and to effect the sale or lease of all the Lots and construction of dwellings thereon. Inasmuch as the completion of such development, construction, sales, and leasing is essential to the establishment and welfare of the Community and the Owners, no Owner shall do anything to interfere with the development, construction, sales, or leasing activities of Declarant or a Designated Builder. Without limiting the foregoing, nothing in this Declaration, the Articles of Incorporation, or the Bylaws shall be construed to:

(A) Prevent Declarant from taking whatever steps it determines to be necessary or desirable to effect the completion of the development of the Community, including, without limitation, the alteration of construction plans and designs as Declarant deems advisable in the course of such development (all models, sketches, and artists' representations showing plans for future development of the Community being subject to modification by Developer at any time and from time to time without notice; or

(B) Prevent Declarant or any person authorized by Declarant from erecting, constructing, and maintaining within the Community such structures as may be reasonably necessary for the development of the Community, the construction of Improvements therein, and the sale and leasing of the Lots.

Notwithstanding any provision to the contrary, Declarant and any person authorized by Declarant shall have the express right to construction, maintain, and carry on such offices, structures, facilities, and activities within the Community as, in the sole opinion of Declarant, may be reasonable necessary, convenient, or appropriate to the construction of Improvements or sale or leasing of Lots, including but not limited to, administrative offices, field construction offices, construction storage facilities, parking facilities, signs , model homes, and sales offices. The right to construction, maintain, and carry on such facilities, and activities shall specifically include the right to use any property owned by Declarant or the Association as administrative offices, sales offices, and models.

Section 16.4 Association Control. Declarant hereby reserves the right to appoint, remove, and replace from time to time the directors of the Association in accordance with the provisions of the Articles of Incorporation and Bylaws. Declarant may terminate such right by relinquishing control of the election of directors to the Owners at any time.

Section 16.5 GORDY CREEK Name. No Person shall use the term “GORDY CREEK” or any derivative thereof in any printed or promotional material without the prior written consent of Declarant. However, Owners may use the term “GORDY CREEK” in printed or promotional matter where such term is used solely to specify that the Owner’s Parcel is located within the Community, and the Association shall be entitled to use the term “GORDY CREEK” in its name.

Section 16.6 Exercise of Rights. The rights of Declarant enumerated in this Article XVI or elsewhere in this Declaration are for the benefit of Declarant and may be exercised, enforced, waived, released, or assigned, in whole or in part, in Declarant’s sole discretion. No person shall have any cause of action against Declarant on account of its exercise, enforcement, waiver, release or assignment, in whole or in part, of any such rights or on account of its failure to exercise or enforce any of such rights. Such rights may be enforced by Declarant by suit for money damages, injunctive relief, or other relief allowed by law. In any such suit in which Declarant is the prevailing party, Declarant shall be entitled to recover its costs and attorney’s fees.

ARTICLE XVII
WARRANTIES

Except as Declarant may otherwise expressly provide by written contract, **THE CONSTRUCTION, DEVELOPMENT AND SALE BY DECLARANT OR ANY PARCEL OR OTHER PROPERTY OR IMPROVEMENTS IN THE COMMUNITY ARE WITHOUT WARRANTY, AND NO WARRANTIES OF FITNESS, HABITABILITY, OR MERCHANTABILITY AS TO ANY PORTION OF THE COMMUNITY OR IMPROVEMENTS CONSTRUED BY DECLARANT THEREON OR IN CONNECTION THEREWITH SHALL BE IMPLIED. EXCEPT AS DECLARANT MAY OTHERWISE EXPRESSLY PROVIDE BY WRITTEN CONTRACT, DECLARANT HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY COMMON LAW IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY AND CONFORMITY OF ANY IMPROVEMENTS WITH PLANS AND SPECIFICATIONS FILED WITH ANY GOVERNMENTAL AUTHORITY. DECLARANT MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE OR LEVELS OF RADON, RADON PROGENY, OR ANY POLLUTANT WITHIN THE COMMUNITY OR WITH RESPECT TO ANY PROPERTY OR IMPROVEMENTS CREATED FOR, CONVEYED TO, DEDICATED TO, OR MADE AVAILABLE FOR THE USE OF THE ASSOCIATION PURSUANT TO THIS DECLARATION OR OTHER INSTRUMENT. DECLARANT, THE ASSOCIATION SHALL NOT IN ANY**

MANNER BE CONSIDERED INSURERS OR GUARANTORS OF ANY PERSON'S

SAFETY WITHIN THE COMMUNITY, NOR SHALL DECLARANT, OR THE ASSOCIATION HAVE ANY LIABILITY TO ANY PERSON FOR INJURY OR LOSS RESULTING FROM THE PRESENCE OR ACTIONS OF POISONOUS SNAKES, ALLIGATORS, OR WILDLIFE, RESULTING THE PRESENCE OR MAINTENANCE OF STORMWATER RETENTION PONDS, WETLAND AREAS, OR ROADWAYS WITHIN THE COMMUNITY, OR RESULTING FROM VEHICULAR TRAFFIC ON ROADWAYS WITHIN OR ADJOINING THE COMMUNITY.

ARTICLE XVIII
TOWNHOME PROVISIONS

Section 18.1 Townhomes. Declarant anticipates developing certain Residential Units on the Lots within the Property as Single Family Residence townhomes (hereafter a "**Townhome**" and collectively referred to as "**Townhomes**"). Notwithstanding any provisions to the contrary contained herein, the following provisions in this Article XVIII shall apply to Townhomes.

Section 18.2 Townhome Easements.

Section 18.2.1 Easements for Townhome Owners. Declarant hereby grants a perpetual easement to all Owners of Townhomes for driveway and vehicular access across driveways located on the Common Area where such Townhomes may be accessed. Declarant also grants a perpetual easement over the Common Area to all Owners of Townhomes for any air conditioning pads and air conditioning equipment located thereon and adjacent to the end Residential Units of any Townhome building. Any utility or service provided requiring access to such air conditioning pads or air conditioning equipment shall likewise have the right of ingress and egress over such portions of the Common Areas as may be needed to service, repair or replace such air conditioning equipment.

Section 18.2.2 Utility Easements for Townhomes. Declarant hereby also grants a perpetual utility easement on the exterior walls of end units of Townhome buildings, and under the Townhomes for the use and benefit of the Townhome Owners owning Townhomes within such Townhome building. It is expressly understood that the construction of Townhomes shall occur over the underground easements. These easements are for ingress, egress, installation, replacement, repair, and maintenance of utility meters and lines for electricity, air conditioning refrigerant, telephone, cable TV, and other telecommunication services. It shall be expressly permissible for Declarant or the providing utility or service company to inspect, monitor, read meters and install and maintain facilities and equipment on the ends of units of Townhome buildings and under Townhomes, and to insert and maintain wires and lines within conduits under such Townhomes; provided that such utility company restores any disturbed area substantially to the condition existing prior to such activity. Unless maintenance, repairs, or replacement of underground utility lines are required, and such service cannot be accomplished from the exterior of the Townhome building by removing such lines from their respective conduits, then it shall be permissible for such utility or service provider to excavate such lines and to perform any necessary maintenance, repairs or replacements; provided that such company restores any disturbed area substantially to the condition existing prior to its activities. The

Owner of the Townhome floor surface shall have complete surface rights unless such maintenance, repairs, or replacements from the surface of such Townhome floor are necessary.

Section 18.3 Townhome Owner's Maintenance Responsibility.

Section 18.3.1 Maintenance of the Exterior of the Townhome. Each Townhome Owner shall maintain his Townhome, including all boundary walls and fences, in good condition and repair and in a like condition, appearance, and quality as originally constructed. Notwithstanding the foregoing, the Association may, by special Assessment, conduct normal and routine pressure cleaning and (where applicable) painting of the Boundary Walls, Declarant-installed fences, and Shared Roofing (defined below) of a Townhome. The Board of Directors shall determine the need for such cleaning and painting from time to time. Additionally, the Association may conduct normal and routine maintenance of the landscaping and sod for each Townhome Lot, as determined by the Board of Directors. All costs reasonably related to said landscaping and sod maintenance shall be borne by the Association as an operating expense subject to the Association's right to levy Assessments as set forth in the Declaration.

Section 18.3.2 Common Walls. Each Townhome building contains residential Townhomes with common walls between each Townhome that adjoins another Townhome ("**Common Walls**"). The center line of a Common Wall is the common boundary of the adjoining Townhome. The cost of maintaining each side of a Common Wall shall be borne by the Owner using said side, except as otherwise provided herein. Each adjoining owner of a Common Wall, and his/her heirs, successors, and assigns shall have the right to use same jointly with the other party to said Common Wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete forming said Common Wall.

Section 18.3.3 Shared Roofing. The entire roof of the Townhome building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, fascia, soffit, and roof drainage fixtures, shall be collectively referred to as "**Shared Roofing**". The Shared Roofing shall not be considered as Common Area. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. All Owners who make use of the Shared Roofing shall share the cost of reasonable repair and maintenance of such Shared Roofing equally. If any portion of the Shared Roofing is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has use of the Shared Roofing may restore it. If other Owners also have use of the Shared Roofing, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from an Owner who may have a greater liability under any rule of law regarding liability for negligent or willful acts or omissions. The right of an Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

Section 18.3.4 Maintenance and Inspection Fire Protection Equipment. Certain Townhome buildings, including, without limitation, Lots 7-22, 39-54, 61-66, 73-80, 101-116, 137-and 152, may contain fire protection equipment located on the interior or exterior of the Townhome ("Fire Protection Equipment"). Each Owner whose Townhome Lot contains Fire Protection Equipment shall, at its sole cost and expense, maintain all such Fire Protection Equipment in good condition and repair and in accordance with applicable governmental ordinances. In addition, each Owner shall, at its sole cost and expense, cause the Fire Protection Equipment to be inspected by a licensed, authorized inspection company, on an annual basis or as otherwise required by applicable governmental ordinances.

Section 18.3.5 Damage. If a Townhome is damaged solely by the negligent or willful misconduct of a Townhome Owner, any expense to repair or reconstruct the Townhome shall be borne solely by such wrongdoer. If a Townhome is damaged through an act of nature or suffers some other casualty loss, the affected Owner shall promptly have his Townhome repaired and rebuilt substantially in accordance with the original architectural plans and specifications of the Townhome building, subject to the consent of the Architectural Review Committee, or the Declarant for New Construction. If the Owner refuses or fails to pay the cost of such repair or reconstruction, or if insurance proceeds are insufficient to repair or rebuild the affected Townhome(s) the Association shall have the right to specially assess all Members of the Association for the costs of such repair and re-construction, and the Association shall thereafter have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected building. If the Members are specially assessed in accordance herewith, the Association shall have the right to lien the repaired or reconstructed Townhome for a reimbursement of all expenditures of the Association in connection with the repair or reconstruction, including without limitation all repair or reconstruction costs, interest, costs, professional fees. Upon payment and satisfaction of such a lien, the reimbursement of such costs and fees shall be added to the funds of the Association. The assessment and collection of such assessment authorized pursuant to this paragraph shall be made in accordance with Article IV above.

Section 18.3.6 Refuse. In addition to the provisions set forth in Section 5.19 above, all refuse containers for Townhomes shall be stored in an enclosed garage so as to not be Visible from Neighboring Property, except to make the same available for collection and then for the shortest time reasonably necessary to effect such collection.

Section 18.3.7 Basketball Goals and Backboards. In addition to the provisions set forth in Section 5.28 above, all basketball backboards and hoops for Townhomes shall be mobile structures which must be stored within an enclosed garage when not in use.

Section 18.3.8 Playground Equipment. In addition to the provisions set forth in Section 5.29 above, all jungle gyms, swing sets, or similar playground equipment for Townhomes shall be mobile structures which must be stored within an enclosed garage when not in use.

Section 18.3.9 Modifications. No Townhome Owner shall paint, refurbish, or modify the exterior surfaces of his Townhome without the prior written consent of the Architectural Review Committee. With the exception of any Declarant-installed fences, no additional fences of any kind or other accessory structures may be constructed or permitted to remain on any Townhome Lot. With the exception of any widening, expansion, or extension performed by Declarant, no driveway within any Townhome Lot may be widened, expanded, or extended. While normal cleaning, repainting and refinishing of the exterior surfaces shall be done uniformly at the same time for all Townhomes by the Association and as a common expense, a Townhome Owner may perform such cleaning, repainting or refinishing at his own expense with the prior written consent of the Architectural Review Committee.

Section 18.3.10 Failure to Maintain. In the event an Owner shall fail to maintain correct drainage and/or to maintain the premises and the improvements thereon as provided herein, the Association, after notice to the Owner, shall have the right to enter upon any Residential Unit to correct drainage and to repair, maintain and restore the exterior of the Townhome and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become an individual lot Assessment against such Townhome. Except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the failure to maintain prior to entry.

Section 18.3.11 Homeowner's Insurance. Each Owner of a Townhome shall maintain physical damage insurance for his or her Townhome in an amount equal to the replacement value of the Townhome. The Association may require that each such Owner provide proof of insurance. Should any such Owner fail to provide proof of insurance upon request, the Association may purchase the required insurance, and the costs of such insurance may be levied as an individual lot Assessment against such Townhome.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

Signed, sealed and delivered in the presence of	**GORDY CREEK, LLC** a Florida corporation
WITNESSES:	
______________________________ Name:___________________________	By:______________________________ Name:____________________________ Title:_____________________________
______________________________ Name:___________________________	

STATE OF FLORIDA
COUNTY OF ____________

The foregoing instrument was acknowledged before me by way of ☐ personal presence or ☐ online notarization this day of ____, 2023___________, by ___________, as ___________ of **GORDY CREEK, LLC** a Florida corporation, on behalf of the corporation, and who is ☐ personally known to me or ☐ has produced a _______driver's license as identification.

(NOTARY SEAL)

____
Notary Signature

____
Printed Notary Signature

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION:

EXHIBIT “B”

ARTICLES OF INCORPORATION OF ASSOCIATION

(See attached)

EXHIBIT “C”

BYLAWS OF ASSOCIATION

(See Attached)

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
PAUL A. KRASKER, ESQ.
625 N. FLAGLER DRIVE, 9TH FLOOR
WEST PALM BEACH, FL 33401

Property Control Nos.

Tax Identification No. of Grantee

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 21st day of December 2005, between Zentex Management, Inc., a Delaware corporation, whose post office address is: 44 Cocoanut Drive, #B22, Palm Beach, Florida 33480, Grantor, and Zentex Ventures, Ltd., a Florida limited partnership, whose post office address is: 44 Cocoanut Drive, #B22, Palm Beach, Florida 33480 Grantee (which term includes the singular or plural, as the case may be):

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, an undivided 1/2% in the following described land, situate, lying and being in St. Lucie County, Florida, to-wit:

See Attached Exhibit "A"

> SUBJECT, HOWEVER, TO: restrictions, reservations, limitations, and easements of record (it not being the intent hereof to reimpose same); to property taxes for the year 2006 and subsequent years; and to all applicable governmental regulations.

and Grantor does hereby fully warrant the title to the Land, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

WITNESSES:

(1) Susan M. Weser
Print Name: Susan M. Weser

(2) D. Jean Rich
Print Name: D. JEAN RICH

GRANTOR:

Zentex Management, Inc., a
Delaware corporation

By:
Name: MAX ZENTNER
Title: PRESIDENT

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 21st day of December, 2005, by Mary Zentner, who:

X is personally known to me, **OR**

_____ has produced ______________________________ as identification.

Susan M. Weser

NOTARY PUBLIC

NOTARY NAME:__________________

Serial (Commission) Number:

____

(NOTARY STAMP)

SUSAN M. WESER
MY COMMISSION # DD 089552
EXPIRES: April 26, 2006
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

Legal Description

Parcel 1:

Beginning on the Quarter Section line 64 feet West of the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 26, Township 35 South, Range 39 East, run thence North 11 degrees 35 minutes West 418 feet to center of Gully; thence following center of Gully to Quarter Section line at a point 334.6 feet West of Point of Beginning, thence East 334.6 feet to Point of Beginning.

Beginning at the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of Section 26, Township 35 South, Range 39 East, run thence South 110.5 feet; thence turning Easterly at an angle of 122 degrees 57 minutes to the foregoing line and run 199.8 feet; thence turn Northerly at an angle of 140 degrees 13 minutes and run 300 feet; thence run Northerly at an angle of 82 degrees 42 minutes and run 186 feet to the Quarter Section line; thence along the Quarter Section line 422.8 feet to the Point of Beginning.

and the South 1/2 of the Northeast 1/4 of Section 26, Township 35 South, Range 39 East.

Excepting therefrom all Rights of Way for Public Roads and Canals.

and

Parcel 2:

Section 26, Township 35 South, Range 39 East, Begin 64 West of the Southeast corner of the Northwest 1/4 of the Northeast 1/4 run North 5 degrees 45 minutes 11 seconds West 378.88 feet along the West line of Gordy Road to Center of Gully, thence follow the center of the Gully to a point on the South line of the Northwest 1/4 of the Northeast 1/4, thence East 365.78 feet to the Point of Beginning.

Property Control Nos. 2326-124-0000-000-8 and 2326-130-0000-000-7

Property Identification

Site Address: TBD
Sec/Town/Range: 26/35S/39E
Parcel ID: 2326-130-0000-000-7
Jurisdiction: Fort Pierce

Use Type: 9900
Account #: 14334
Map ID: 23/26N
Zoning: Residentia

Ownership

Zentex Ventures Ltd
44 Cocoanut Row Unit B-22
Palm Beach, FL 33480

Legal Description

26 35 39 BEG SE COR OF NW 1/4 OF NE 1/4 OF SEC 26;TH N 89 25 15 E ALG N LI OF S 1/2 OF NE 1/4 OF SD SEC 26 AND ALG SLY AND WLY R/W LI OF GORDY RD : N 89 25 15 E 778.07 FT;TH S 54 46 58 E 162.21 FT;TH S 19 07 31 E 1342.11 FT TO E 1/4 COR OF SEC 26;TH S 89 41 23 W DEPARTING SD R/W LI ALG E-W 1/4 SEC LI OF SEC 26 920.97 FT; TH S 14 33 17 E 188.37 FT; TH S 82 44 43 W 300 FT; TH N 57 28 17 W 199.80 FT TO SEC 26; TH N 00 25 17 W 110.50 FT TO SD E-W 1/4 SEC LI OF SEC 26;TH S 89 41 23 N 09 47 57 W 103.11 FT;TH N 27 09 59 W 70.04 FT;TH N 16 47 34 W 100.39 FT;TH N 34 25 14 E 97.19 FT;TH N 30 58 35 W 190.63 FT;TH N 45 32 11 W 263.66 FT;TH N 32 41 52 W 197.13 FT;TH N 23 01 23 W 77.53 FT;TH N 18 45 14 W 42.64 FT;TH N 28 48 16 W 63.46 FT;TH N 18 42 56 W 71.54 FT;TH N 39 26 29 W 96.01 FT;TH N 42 51 36 W 106.86 FT;TH N 40 16 58 W 144.52 FT TO SD N LI OF S 1/2 OF NE 1/4 OF SEC 26;TH N 89 25 15 E ALG SD N LI 627.678 FT;TH N 11 21 32 W 52.48 FT;TH N 01 15 14 W 79.17 FT;TH N 49 51 16 E 43.54 FT;TH N 28 58 36 E 70.50 FT;TH N 43 10 36 E 48.37 FT;TH N 66 02 12 E 27.74 FT;TH N 84 05 11 E 43.77 FT;TH N 22 01 56 E 51.44 FT;TH N 68 03 55 E 75.97 FT;TH N 63 04 15 E 40.77 FT;TH N 85 47 42 E 40.84 FT TO SD WLY R/W LI OF GORDY RD;TH S 07 00 29 E 367.93 FT TO SD N LI OF S 1/2 OF NE 1/4 OF SEC 26;TH N 89 25 15 E ALG SD N LI AND ALG SLY R/W LI GORDY RD 64.00 FT TO POB. (58.23 AC) (OR 2360-2360 THRU 2399; 2448-2982 THRU 3000: 2449-101 THRU 119)

Current Values

Just/Market Value:	$1,875,800
Assessed Value:	$1,359,616
Exemptions:	$0
Taxable Value:	$1,359,616

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office ↗
Download TRIM for this parcel: Download PDF ↗

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	58.23
Land Size (SF):	2,536,498

Building Design Wind Speed

Occupancy Category	**I**	**II**	**III**
Speed	140	150	160

Sources/links:

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Property Identification

Site Address: TBD
Sec/Town/Range: 26/35S/39E
Parcel ID: 2326-130-0000-010-0
Jurisdiction: Fort Pierce

Use Type: 9900
Account #: 175610
Map ID: 23/26N
Zoning: Residentia

Ownership

Zentex Ventures Ltd
44 Cocoanut Row Unit B-22
Palm Beach, FL 33480

Legal Description

PARCEL A 26 35 39 BEG SE COR OF NW 1/4 OF NE 1/4 OF SEC 26; THENCE S 89 25 15 W ALG N LI OF S 1/2 OF NE 1/4 OF SD SEC 26 1060.80 FT TO POB:TH S 40 16 58 E 144.52;TH S 42 51 36 E 106.86 FT;TH S 39 26 29 E 96.01 FT;TH S 18 42 56 E 71.54 FT;TH S 28 48 16 E 63.46 FT;THS 18 45 14 E 42.64 FT;TH S 23 01 23 E 77.53 FT;TH S 32 41 52 E 197.13 FT;TH S 45 32 11 E 263.66 FT;TH S 30 58 35 E 190.63 FT;TH S 34 25 14 W 97.19 FT;TH S 16 47 34 E 100.39 FT;TH S 27 09 59 E 70.04 FT;TH S 09 47 57 E 103.11 FT TO E-W 1/4 SEC LI OF SEC 26;TH S 89 41 23 W 221.94 FT TO REF PT A; TH N 24 09 31 W 202.26 FT;TH N 27 05 46 W 726.64 FT;TH N 32 49 58 W 109.21 FT;TH N 24 08 51 W 40.94 FT;TH N 50 35 35 W 115.43;TH N 58 41 52 W 152.33 FT;TH N 70 41 40 W 98.36 FT TO N-S 1/4 SEC LI OF SEC 26;TH N 00 38 12 W ALG SD LI 204.88 FT TO SW COR OF NW 1/4 OF NE 1/4 OF SEC 26; TH N 89 25 15 E 285.05 FT TO POB TOGETHER WITH PARCEL B MPDAF : 26 35 39 COMMENCE AT SD REFERENCE PT A ;TH S 89 41 23 W ALG SD E-W 1/4 SEC LI OF SEC 26 109.82 FT TO POB:TH S 89 41 23 W 645.79 FT TO THE ELY R/W LI OF NSLRCD CANAL NO 95;TH N 00 38 12 W ALG SD ELY R/W LI 1027.17 FT;TH S 63 57 25 E 402.87 FT;YH S 52 27 18 E 30.16 FT;TH S 21 41 48 E 362.54 FT;TH S 26 39 22 E 94.67 FT TO POB. (18.74 AC) (OR 2360-2360 THRU 2399; 2448-2982 thru 3000: 2449-101 THRU 119)

Current Values

Just/Market Value:	$38,800
Assessed Value:	$36,203
Exemptions:	$0
Taxable Value:	$36,203

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office ↗
Download TRIM for this parcel: Download PDF ↗

Image or Sketch unavailable for display

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	18.74
Land Size (SF):	816,314

Building Design Wind Speed

Occupancy Category	**I**	**II**	**III**
Speed	140	150	160

Sources/links:

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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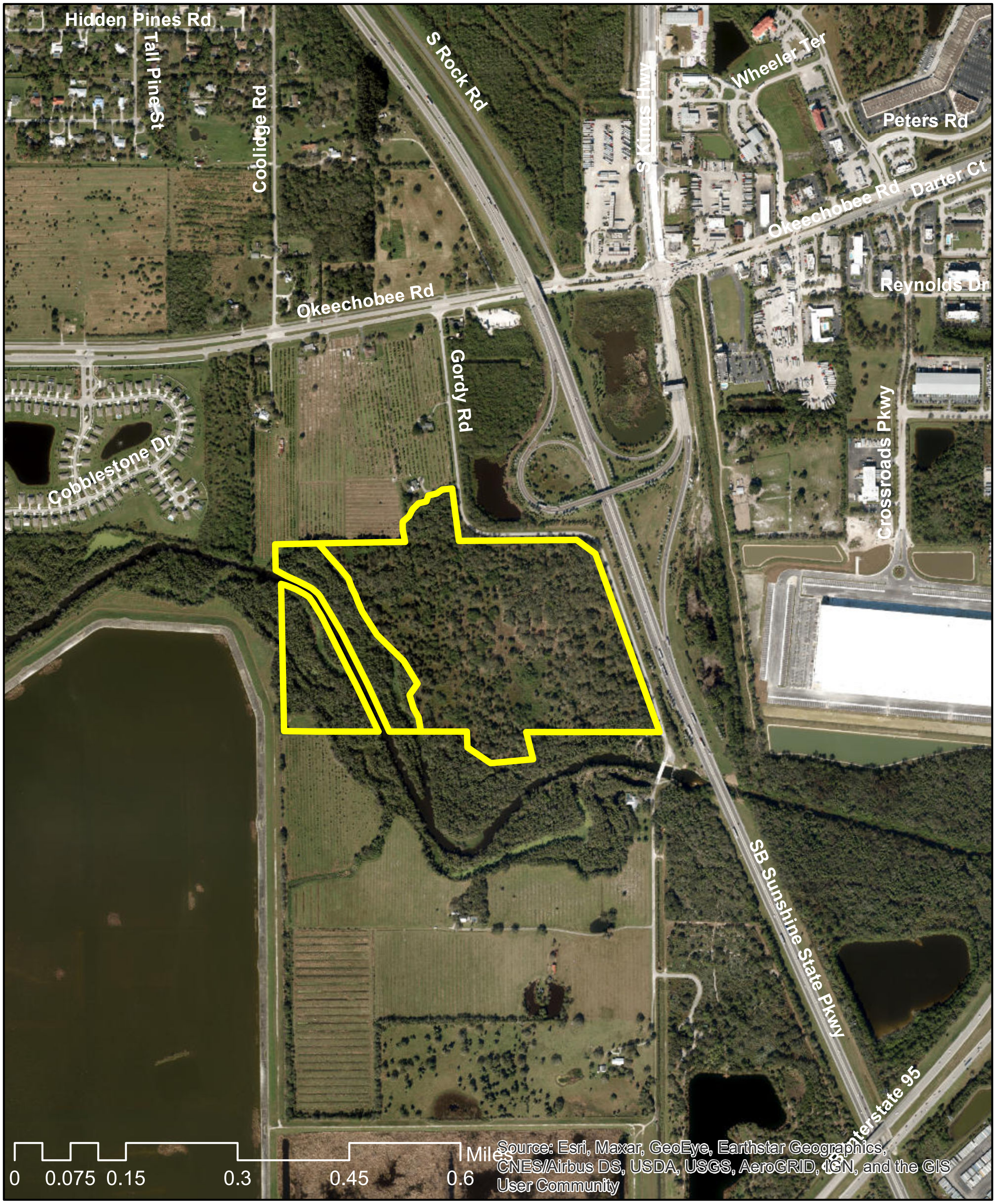

Hidden Pines Rd
Tall Pine St
Coolidge Rd
S Rock Rd
S Kings Hwy
Wheeler Ter
Peters Rd
Okeechobee Rd
Darter Ct
Reynolds Dr
Okeechobee Rd
Gordy Rd
Cobblestone Dr
Crossroads Pkwy
SB Sunshine State Pkwy
Interstate 95
0 0.075 0.15 0.3 0.45 0.6
Miles

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Gordy Creek
Aerial and Location Map

1 inch = 1,053 feet

0 0.075 0.15 0.3 0.45 0.6 Miles

Cotleur & Hearing
1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

Legal Description:

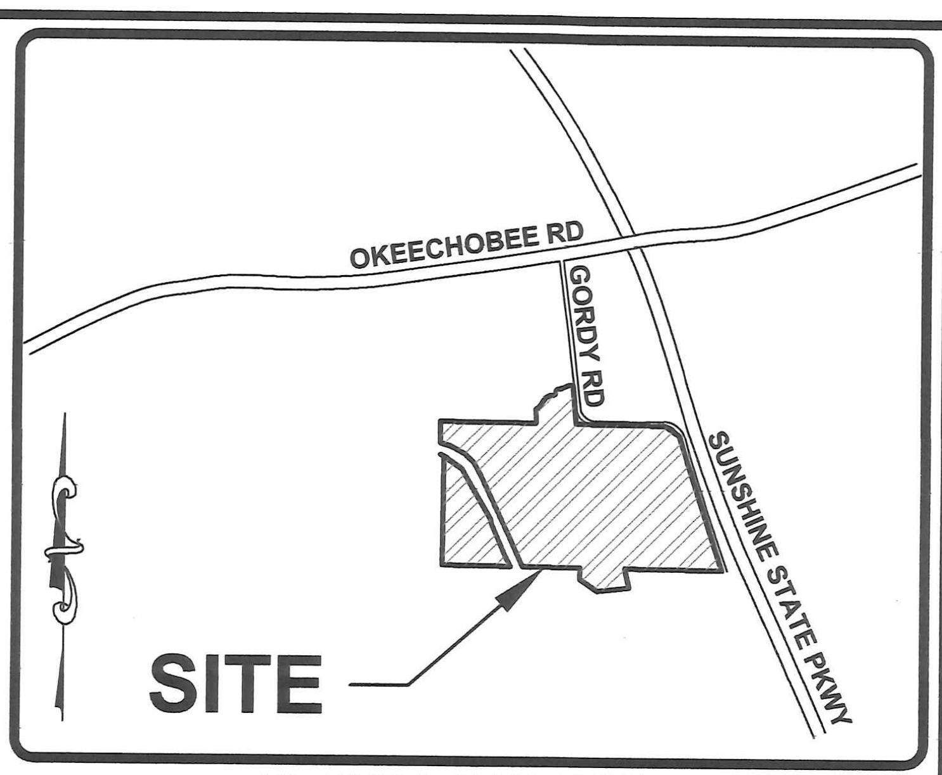
Land situated in section 26, township 35 south, range 39 east, St. Lucie county, Florida, as follows:
PARCEL 1
Beginning on the quarter section line 64 feet west of the southeast corner of the northwest 1/4 of the northeast 1/4 of section 26, township 35 south, range 39 east; run thence north 11 degrees 35 minutes west 418 feet to center of gully; thence following center of gully to quarter section line at a point 334.6 feet west of point of beginning, thence east 334.6 feet to point of beginning.
And
Beginning at the northwest corner of the northeast 1/4 of the southeast 1/4 of section 26, township 35 south, range 39 east; run thence south 110.5 feet; thence turning easterly at an angle of 122 degrees 57 minutes to the foregoing line and run 199.8 feet; thence turn northerly at an angle of 140 degrees 13 minutes and run 300 feet; thence run northerly at an angle of 82 degrees 42 minutes and run 186 feet to the quarter section line; thence along the quarter section line 422.8 feet to the point of beginning.
And
The south 1/2 of the northeast 1/4 of section 26, township 35 south, range 39 east. less the west of ten lime creek.

PARCEL 2
Begin 64 west of the southeast corner of the northwest 1/4 of the northeast 1/4 of section 26, township 35 south, range 39 east; run north 5 degrees 45 minutes 11 seconds west 378.88 feet along the west line of Gordy road to center of gully; thence follow the center of the gully to a point on the south line of the northwest 1/4 of the northeast 1/4, thence east 365.78 feet to the point of beginning.

Excepting therefrom all rights of way for public roads and canals.

ALTA NSPS LAND/TITLE SURVEY

FOR: MERITAGE



ST. LUCIE COUNTY, FLORIDA

VICINITY MAP

NO SCALE

SCHEDULE B-II ITEMS

TITLE COMMITMENT PREPARED BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY
ORDER # 9982661
REVISION # 1-28-2022
COMMITMENT DATE: JANUARY 25, 2022, AT 8:00 AM

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS FORM.
   AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER.
2. TAXES AND ASSESSMENTS FOR THE YEAR 2022 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.
   AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER.
3. STANDARD EXCEPTIONS:

A. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
AFFECTS SUBJECT PROPERTY, SHOWN ON SURVEY.

B. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS.
AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER.

C. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR, OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER.

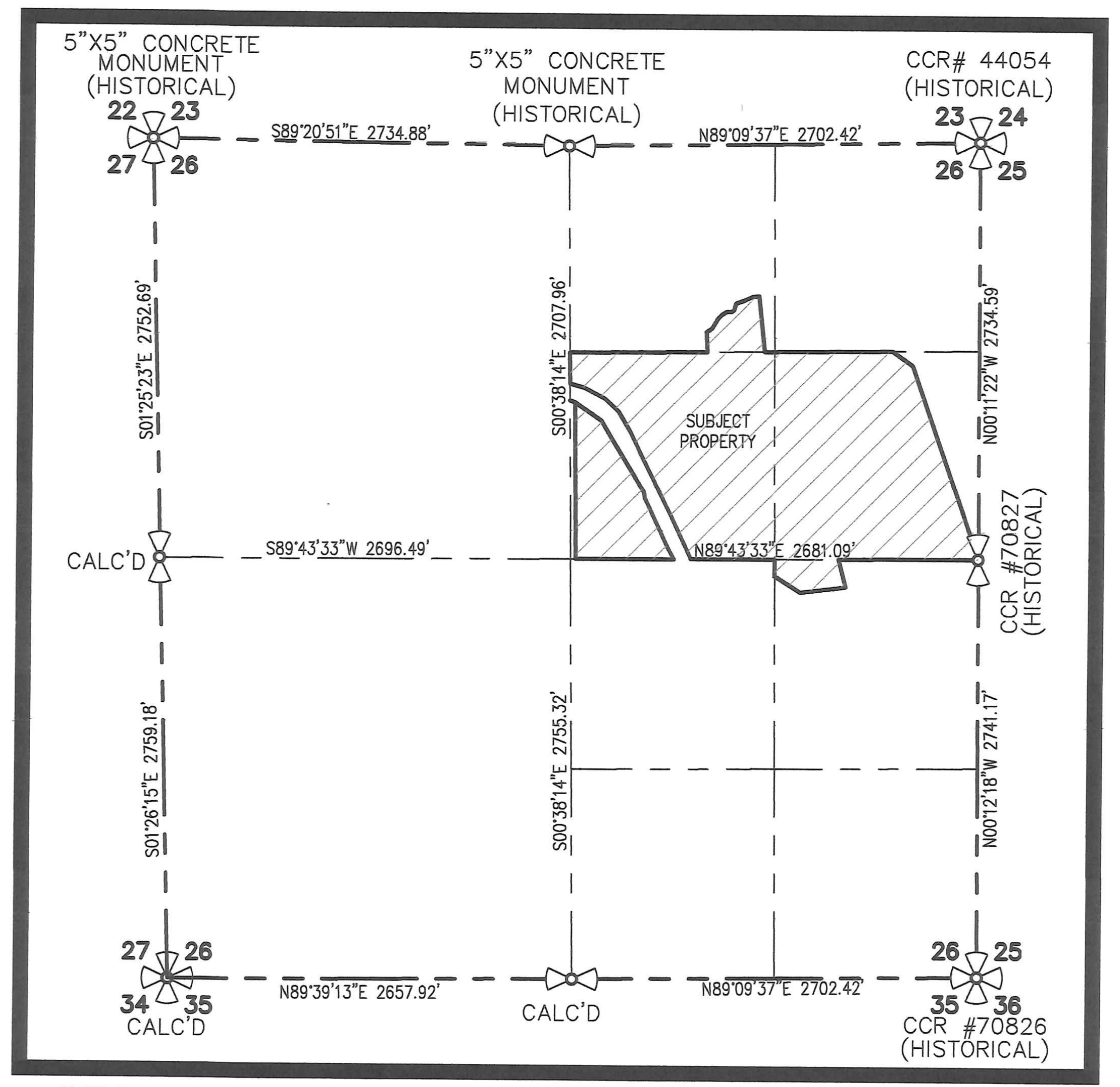
D. TAXES OR ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS.
AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER.

4. ANY CLAIM THAT ANY PORTION OF THE INSURED LAND IS SOVEREIGN LANDS OF THE STATE OF FLORIDA, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS ACCRETED TO SUCH LAND.
   AFFECTS SUBJECT PROPERTY.
5. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CHAPTER 159, FLORIDA STATUTES, IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY FOR UNPAID SERVICE CHARGES FOR SERVICE BY ANY WATER, SEWER OR GAS SYSTEM SUPPLYING THE INSURED LAND.
   AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER.
6. RIGHTS OF TENANTS OCCUPYING ALL OR PART OF THE INSURED LAND UNDER UNRECORDED LEASES OR RENTAL AGREEMENTS, AS TENANTS ONLY.
   AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER.
7. RIGHTS OF OTHERS TO USE THE WATERS OF ANY WATER BODY EXTENDING FROM THE INSURED LAND ONTO OTHER LANDS.
   AFFECTS SUBJECT PROPERTY, NOT PLOTTABLE.
8. THE NATURE, EXTENT OR EXISTENCE OF RIPARIAN RIGHTS OR LITTORAL RIGHTS IS NOT INSURED.
   AFFECTS SUBJECT PROPERTY, NOT A SURVEY MATTER.

NOTE: ORDINANCE NO. L–52 RECORDED IN OFFICIAL RECORDS BOOK 3027, PAGE 428.
AFFECTS SUBJECT PROPERTY, BLANKET IN NATURE.

SYMBOL & ABBREVIATION LEGEND:

P.O.B.	POINT OF BEGINNING
(C)	CALCULATED
(D)	DEED
LB	LICENSED BUSINESS
℄	CENTER LINE
N.S.L.R.W.C.D.	NORTH SAINT LUCIE RIVER WATER CONSTROL DISTRICT
CCR	CERTIFIED CORNER RECORD



SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST

(1"=1000')

LEGAL DESCRIPTION:

LANDS SITUATE IN SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, AS FOLLOWS:

PARCEL 1

BEGINNING ON THE QUARTER SECTION LINE 64 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN THENCE NORTH 11 DEGREES 35 MINUTES WEST 418 FEET TO CENTER OF GULLY; THENCE FOLLOWING CENTER OF GULLY TO QUARTER SECTION LINE AT A POINT 334.6 FEET WEST OF POINT OF BEGINNING, THENCE EAST 334.6 FEET TO POINT OF BEGINNING.

AND

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN THENCE SOUTH 110.5 FEET; THENCE TURNING EASTERLY AT AN ANGLE OF 122 DEGREES 57 MINUTES TO THE FOREGOING LINE AND RUN 199.8 FEET; THENCE TURN NORTHERLY AT AN ANGLE OF 140 DEGREES 13 MINUTES AND RUN 300 FEET; THENCE RUN NORTHERLY AT AN ANGLE OF 82 DEGREES 42 MINUTES AND RUN 186 FEET TO THE QUARTER SECTION LINE; THENCE ALONG THE QUARTER SECTION LINE 422.8 FEET TO THE POINT OF BEGINNING.

AND

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST.

AND

PARCEL 2

BEGIN 64 WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN NORTH 5 DEGREES 45 MINUTES 11 SECONDS WEST 378.88 FEET ALONG THE WEST LINE OF GORDY ROAD TO CENTER OF GULLY; THENCE FOLLOW THE CENTER OF THE GULLY TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE EAST 365.78 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL RIGHTS OF WAY FOR PUBLIC ROADS AND CANALS.

SURVEYORS NOTES AND REPORT:

1. THIS ALTA SURVEY WAS PERFORMED FOR THE PURPOSE OF MAPPING EXISTING FEATURES AND CONDITIONS, AS SHOWN AND DEPICTED HEREON. I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS IS A TRUE AND ACCURATE DEPICTION OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON MARCH 15, 2022. I FURTHER CERTIFY THAT SAID DRAWING IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. THIS SURVEY MAP AND REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR ORIGINAL ELECTRONIC SIGNATURE. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC. IT IS A VIOLATION OF CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
3. THE LAST DATE OF FIELD WORK (AND DATA ACQUISITION) WAS MARCH 15, 2022.
4. CURRENT DESCRIPTION(S) SHOWN HEREON PROVIDED BY: THE CLIENT. A TITLE SEARCH FOR THIS PROPERTY HAS BEEN REVIEWED BY THIS OFFICE FOR MATTERS RELATING TO THE SUBJECT PROPERTY.
5. PARCELS CONTAIN A TOTAL OF 3,328,563.14 SQUARE FEET (76.413 ACRES), MORE OR LESS.
6. THIS ALTA SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM–EAST ZONE, NAD 83 (1990).
7. UNDERGROUND UTILITIES, UTILITY SERVICES, FOUNDATIONS AND IMPROVEMENTS WERE NOT LOCATED AS A PART OF THIS SURVEY, UNLESS FEATURES WERE VISIBLE AT THE SURFACE LEVEL.
8. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
9. BEARINGS SHOWN HERON ARE BASED UPON GRID BEARINGS AND REFERENCE THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 26, LABELED HERON AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
10. THIS SITE WAS SURVEYED UTILIZING TRIMBLE/SPRECTRA HARDWARE TOGETHER WITH SPECTRA SURVEY PRO REALTIME PROCESSING AND WAS BASED ON TRIMBLES "VRS NOW" NETWORK AND/OR THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). THE PROCEDURES AND NETWORK DESIGN MEETS THE GEODETIC ACCURACY STANDARDS AND SPECIFICATIONS FOR USING GPS RELATED POSITIONING AS SET FORTH BY THE FEDERAL GEODETIC CONTROL COMMITTEE IN THE MOST CURRENT PUBLICATION FOR 3RD ORDER CLASS ONE FOR HORIZONTAL CONTROL SURVEYS.
11. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION, OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
12. THE OWNERSHIP OF PERIMETER FENCES, WALLS, HEDGES AND LANDSCAPING, IF ANY, SHOWN HEREON ARE NOT KNOWN AND ARE NOT LISTED AS ENCROACHMENTS. THEIR RELATIVE LOCATION IS SHOWN IN RELATION TO THE BOUNDARY LINES SHOWN.
13. THE SURVEY MAP SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
14. THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATE IN ZONE X AND ZONE AE (BASE FLOOD ELEVATION 16.00') AT THIS TIME PURSUANT TO F.E.M.A. FIRM NUMBER 12111C0167J, HAVING AN EFFECTIVE DATE OF FEBRUARY 16, 2012. FOR APPROXIMATE DELINEATION OF THE FLOOD ZONE LIMITS, REFER TO AFOREMENTIONED FIRM PANELS.

CERTIFIED TO:

- ZENTEX VENTURES, LTD.,
- MERITAGE HOMES OF FLORIDA, INC.,
- FIDELITY NATIONAL TITLE INSURANCE COMPANY
- GARTNER, BROCK AND SIMON, LLP

ALTA CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 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, 8, 11A, 11B, 13, 14, 16, 17, & 18 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON MARCH 15, 2022.

Michael T. Owen

MICHAEL T. OWEN PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5556

License Number 5556

3-16-2022
SIGNATURE DATE:

EDC
ENGINEERS ⊕ SURVEYORS
ENVIRONMENTAL

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
☎ 772-462-2455
www.edc-inc.com

F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

DRAWN BY	ABB
CHECKED BY	MTO
FIELD CREW	JW
FILENAME	21-412 Zentex ALTA B-T-T Survey.dwg
SCALE	AS SHOWN
DATE	March 14, 2022

REVISION COMMENTS

DATE

ALTA NSPS LAND/TITLE SURVEY

FOR: MERITAGE

RECORD INFORMATION
SEC. 26, TWP. 35 SOUTH, RGE. 39 EAST
ST. LUCIE COUNTY, FLORIDA

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
☎ 772-462-2455

21-412

1 OF 2

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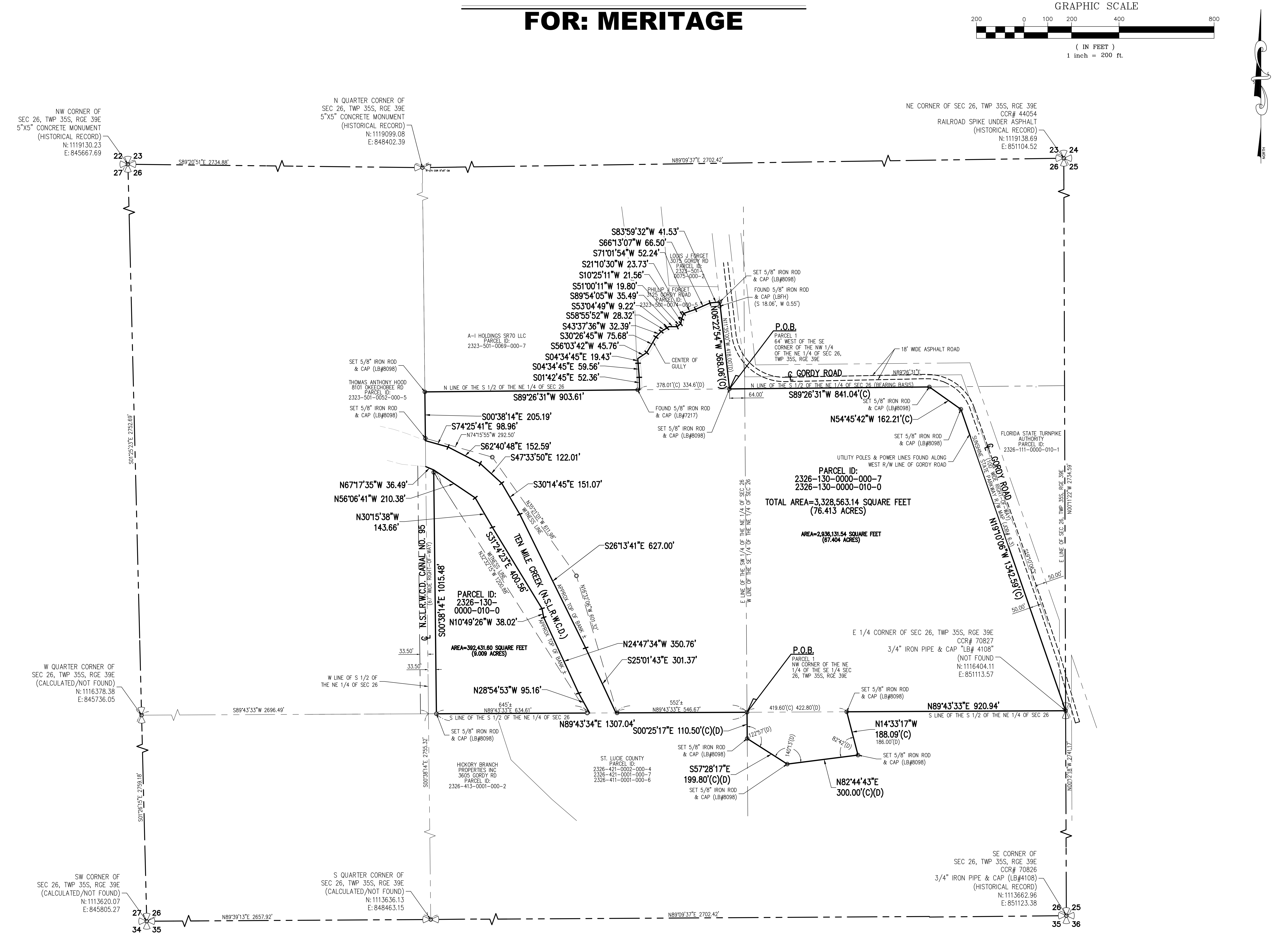
THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADOPTION BY EDC, INC. SHALL BE WITHOUT LIABILITY TO EDC, INC.

ALTA NSPS LAND/TITLE SURVEY

FOR: MERITAGE


GRAPHIC SCALE
200 0 100 200 400 800
(IN FEET)
1 inch = 200 ft.
NORTH
NW CORNER OF SEC 26, TWP 35S, RGE 39E 5"X5" CONCRETE MONUMENT (HISTORICAL RECORD) N:1119130.23 E:845667.69
22 23 27 26
S89°20'51"E 2734.88'
N QUARTER CORNER OF SEC 26, TWP 35S, RGE 39E 5"X5" CONCRETE MONUMENT (HISTORICAL RECORD) N:1119099.08 E:848402.39
N 1/4 COR 5"x5" CM
N89°09'37"E 2702.42'
NE CORNER OF SEC 26, TWP 35S, RGE 39E CCR# 44054 RAILROAD SPIKE UNDER ASPHALT (HISTORICAL RECORD) N:1119138.69 E:851104.52
23 24 26 25
S01°25'23"E 2752.69'
S83°59'32"W 41.53'
S66°13'07"W 66.50'
S71°01'54"W 52.24'
S21°10'30"W 23.73'
S10°25'11"W 21.56'
S51°00'11"W 19.80'
S89°54'05"W 35.49'
S53°04'49"W 9.22'
S58°55'52"W 28.32'
S43°37'36"W 32.39'
S30°26'45"W 75.68'
S56°03'42"W 45.76'
S04°34'45"E 19.43'
S04°34'45"E 59.56'
S01°42'45"E 52.36'
LOUIS J FORGET 3075 GORDY RD PARCEL ID: 2323-501-0075-000-2
PHILLIP J FORGET 3125 GORDY ROAD PARCEL ID: 2323-501-0074-000-5
A-I HOLDINGS SR70 LLC PARCEL ID: 2323-501-0069-000-7
CENTER OF GULLY
SET 5/8" IRON ROD & CAP (LB#8098)
FOUND 5/8" IRON ROD & CAP (LBFH) (S 18.06', W 0.55')
N06°22'54"W 368.06'(C)
N11°35'00"W 418.00'(D)
P.O.B. PARCEL 1 64' WEST OF THE SE CORNER OF THE NW 1/4 OF THE NE 1/4 OF SEC 26, TWP 35S, RGE 39E
18' WIDE ASPHALT ROAD
℄ GORDY ROAD
N89°26'31"E
N LINE OF THE S 1/2 OF THE NE 1/4 OF SEC 26 (BEARING BASIS)
378.01'(C) 334.6'(D)
64.00'
S89°26'31"W 841.04'(C)
SET 5/8" IRON ROD & CAP (LB#8098)
N54°45'42"W 162.21'(C)
SET 5/8" IRON ROD & CAP (LB#8098)
FLORIDA STATE TURNPIKE AUTHORITY PARCEL ID: 2326-111-0000-010-1
UTILITY POLES & POWER LINES FOUND ALONG WEST R/W LINE OF GORDY ROAD
℄ GORDY ROAD (100' WIDE RIGHT-OF-WAY)
SUNSHINE STATE PARKWAY R/W MAP (JOB# 6.3)
S19°10'06"E
N19°10'06"W 1342.59'(C)
50.00'
50.00'
E LINE OF SEC 26, TWP 35S, RGE 39E N00°11'22"W 2734.59'
SET 5/8" IRON ROD & CAP (LB#8098)
THOMAS ANTHONY HOOD 8101 OKEECHOBEE RD PARCEL ID: 2323-501-0052-000-5
N LINE OF THE S 1/2 OF THE NE 1/4 OF SEC 26
S89°26'31"W 903.61'
FOUND 5/8" IRON ROD & CAP (LB#7217)
SET 5/8" IRON ROD & CAP (LB#8098)
SET 5/8" IRON ROD & CAP (LB#8098)
S00°38'14"E 205.19'
S74°25'41"E 98.96'
N74°15'55"W 292.50'
S62°40'48"E 152.59'
S47°33'50"E 122.01'
S30°14'45"E 151.07'
N67°17'35"W 36.49'
N56°06'41"W 210.38'
N30°15'38"W 143.66'
N35°21'01"W 611.98' WITNESS LINE
S26°13'41"E 627.00'
PARCEL ID: 2326-130-0000-000-7 2326-130-0000-010-0
TOTAL AREA=3,328,563.14 SQUARE FEET (76.413 ACRES)
AREA=2,936,131.54 SQUARE FEET (67.404 ACRES)
E LINE OF THE SW 1/4 OF THE NE 1/4 OF SEC 26
W LINE OF THE SE 1/4 OF THE NE 1/4 OF SEC 26
℄ N.S.L.R.W.C.D. CANAL NO. 95 (67' WIDE RIGHT-OF-WAY)
S00°38'14"E 1015.48'
S31°24'23"E 400.56'
N32°32'15"W 1200.88' WITNESS LINE
TEN MILE CREEK (N.S.L.R.W.C.D.)
APPROX TOP OF BANK ±
N16°32'06"W 601.32'
APPROX TOP OF BANK ±
PARCEL ID: 2326-130-0000-010-0
N10°49'26"W 38.02'
AREA=392,431.60 SQUARE FEET (9.009 ACRES)
N24°47'34"W 350.76'
S25°01'43"E 301.37'
33.50'
33.50'
W LINE OF S 1/2 OF THE NE 1/4 OF SEC 26
N28°54'53"W 95.16'
645'±
N89°43'33"E 634.61'
S LINE OF THE S 1/2 OF THE NE 1/4 OF SEC 26
N89°43'34"E 1307.04'
552'±
N89°43'33"E 546.67'
S00°25'17"E 110.50'(C)(D)
122°57'(D)
140°13'(D)
82°42'(D)
P.O.B. PARCEL 1 NW CORNER OF THE NE 1/4 OF THE SE 1/4 SEC 26, TWP 35S, RGE 39E
419.60'(C) 422.80'(D)
SET 5/8" IRON ROD & CAP (LB#8098)
N89°43'33"E 920.94'
S LINE OF THE S 1/2 OF THE NE 1/4 OF SEC 26
E 1/4 CORNER OF SEC 26, TWP 35S, RGE 39E CCR# 70827 3/4" IRON PIPE & CAP "LB# 4108" (NOT FOUND N:1116404.11 E:851113.57
N14°33'17"W 188.09'(C) 186.00'(D)
SET 5/8" IRON ROD & CAP (LB#8098)
SET 5/8" IRON ROD & CAP (LB#8098)
S57°28'17"E 199.80'(C)(D)
SET 5/8" IRON ROD & CAP (LB#8098)
N82°44'43"E 300.00'(C)(D)
SET 5/8" IRON ROD & CAP (LB#8098)
W QUARTER CORNER OF SEC 26, TWP 35S, RGE 39E (CALCULATED/NOT FOUND) N:1116378.38 E:845736.05
S89°43'33"W 2696.49'
S01°26'15"E 2759.18'
S00°38'14"E 2755.32'
HICKORY BRANCH PROPERTIES INC 3605 GORDY RD PARCEL ID: 2326-413-0001-000-2
ST. LUCIE COUNTY PARCEL ID: 2326-421-0002-000-4 2326-421-0001-000-7 2326-411-0001-000-6
N00°12'18"W 2741.17'
SW CORNER OF SEC 26, TWP 35S, RGE 39E (CALCULATED/NOT FOUND) N:1113620.07 E:845805.27
27 26 34 35
N89°39'13"E 2657.92'
S QUARTER CORNER OF SEC 26, TWP 35S, RGE 39E (CALCULATED/NOT FOUND) N:1113636.13 E:848463.15
N89°09'37"E 2702.42'
SE CORNER OF SEC 26, TWP 35S, RGE 39E CCR# 70826 3/4" IRON PIPE & CAP (LB#4108) (HISTORICAL RECORD) N:1113662.96 E:851123.38
26 25 35 36

ENGINEERS SURVEYORS ENVIRONMENTAL

10250 VILLAGE PARKWAY
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L.B. CERTIFICATE OF AUTHORIZATION 8098

DRAWN BY	ABB
CHECKED BY	MTD
FIELD CREW	JW
FILENAME	21-412 Zentex ALTA B-T-T Survey.dwg
SCALE	AS SHOWN
DATE	March 14, 2022

REVISION COMMENTS

DATE

ALTA NSPS LAND/TITLE SURVEY

FOR: MERITAGE

RECORD INFORMATION
SEC. 26, TWP. 35 SOUTH, RGE. 39 EAST
ST. LUCIE COUNTY, FLORIDA

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
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21-412

2 OF 2

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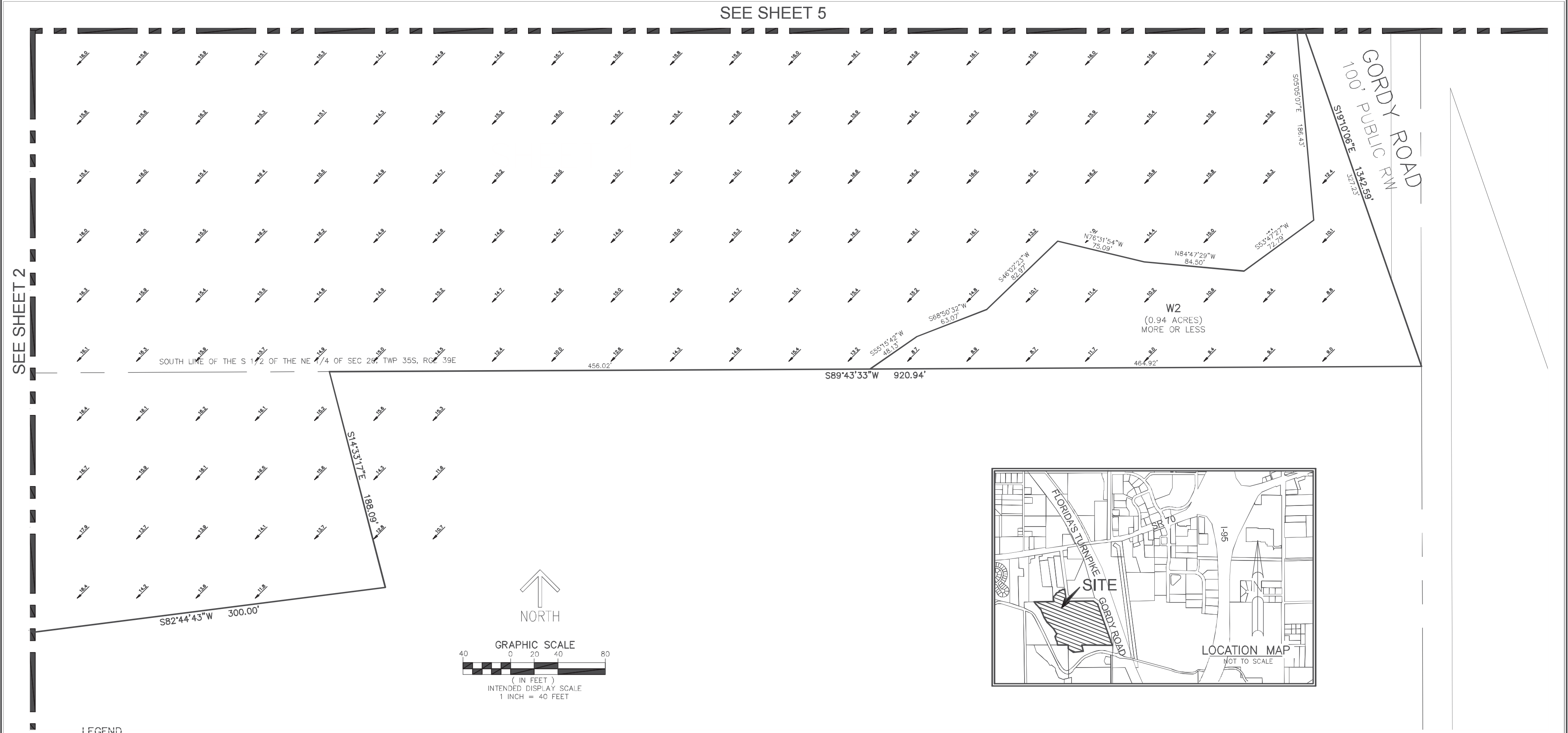


LEGEND

ORB – OFFICIAL RECORD BOOK
R/W – RIGHT-OF-WAY
RCP – REINFORCED CONCRETE PIPE
PB – PLAT BOOK
PG – PAGE
⟵ – ANCHOR
(TV) – CABLE TV VAULT
▦ – CATCH BASIN
– CONCRETE POWER POLE
✋ – CROSSWALK SIGNAL
– CURB INLET
—x——x——x— – HOG OR BARBED WIRE FENCE
○ – DENOTES FOUND SURVEY ROD & CAP
△ – DENOTES NAIL & SURVEY DISK
Ⓓ – DRAINAGE MANHOLE
E – ELECTRIC HAND HOLE
—— OHW —— – ELECTRICAL WIRES OVERHEAD
F – FIBER OPTIC BOX
– FIRE HYDRANT
—◎ – MAST ARM / TRAFFIC SIGNAL
☼ – LIGHT POLE
Ⓢ – SANITARY MANHOLE
SV – SEWER VALVE
– TRAFFIC SIGN
WV – WATER VALVE
– WOOD POWER POLE (UNLESS NOTED)
00.00 – EXISTING ELEVATION

DESCRIPTION:

LANDS SITUATE IN SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, AS FOLLOWS:

PARCEL 1

BEGINNING ON THE QUARTER SECTION LINE 64 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN THENCE NORTH 11 DEGREES 35 MINUTES WEST 418 FEET TO CENTER OF GULLY; THENCE FOLLOWING CENTER OF GULLY TO QUARTER SECTION LINE AT A POINT 334.6 FEET WEST OF POINT OF BEGINNING, THENCE EAST 334.6 FEET TO POINT OF BEGINNING.

AND

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN THENCE SOUTH 110.5 FEET; THENCE TURNING EASTERLY AT AN ANGLE OF 122 DEGREES 57 MINUTES TO THE FOREGOING LINE AND RUN 199.8 FEET; THENCE TURN NORTHERLY AT AN ANGLE OF 140 DEGREES 13 MINUTES AND RUN 300 FEET; THENCE RUN NORTHERLY AT AN ANGLE OF 82 DEGREES 42 MINUTES AND RUN 186 FEET TO THE QUARTER SECTION LINE; THENCE ALONG THE QUARTER SECTION LINE 422.8 FEET TO THE POINT OF BEGINNING.

AND

THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST.

AND

PARCEL 2

BEGIN 64 WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 35 SOUTH, RANGE 39 EAST; RUN NORTH 5 DEGREES 45 MINUTES 11 SECONDS WEST 378.88 FEET ALONG THE WEST LINE OF GORDY ROAD TO CENTER OF GULLY; THENCE FOLLOW THE CENTER OF THE GULLY TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE EAST 365.78 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL RIGHTS OF WAY FOR PUBLIC ROADS AND CANALS.

SURVEY NOTES:

1. LAST DATE OF FIELD DATA ACQUISITION FOR THIS SURVEY IS FEBRUARY 13, 2024.
2. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD FEET.
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. THE VERTICAL DATUM REFERENCES THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988 AND IS IN THE U.S. SURVEY FOOT UNIT OF MEASUREMENT. ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88), AS ESTABLISHED BY THE NATIONAL GEODETIC SURVEY, CONTROL POINT "BOUFFORD" HAVING A PUBLISHED ELEVATION OF 17.30' (NAVD88). ELEVATION DEPICTED ON THIS SURVEY WERE OBTAINED USING LIDAR WITH REAL TIME KINEMATIC (RTK) GPS METHODS WITH AN EXPECTED ACCURACY OF +/- 0.3'.
6. SUBJECT PROPERTY FALLS WITHIN ZONE "X", ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM); COMMUNITY PANEL NO. 12111C0170J, ST. LUCIE COUNTY, COMMUNITY; DATED FEBRUARY 16, 2012.
7. WETLANDS LOCATIONS DEPICTED ON THIS SURVEY PROVIDED BY BIO-TECH CONSULTING, FLAGGING WAS LOCATED IN THE FIELD. SURFACE WATER BOUNDARY THE DITCH ALONG THE NORTHERN PORTION OF THE SITE BEING THE TOP OF BANK SAID DITCH WAS NOT FLAGGED BY BIO-TECH CONSULTING AND WAS LOCATED IN THE FIELD BY CWI FILE PERSONNEL. LAST DATE OF FIELD DATA ACQUISITION FOR WETLAND DELENATION THIS SURVEY IS AUGUST 5, 2024.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED TOPOGRAPHIC SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON JANUARY 15, 2022. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17.050, 5J-17.051, 5J-17.052, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027, AS AMMENDED AND CHAPTERS 177.041 AND 177.061, FLORIDA STATUTES.
THE FIELDWORK WAS COMPLETED ON FEBRUARY 13, 2024.

RONNIE L. FURNISS
PROFESSIONAL SURVEYOR MAPPER #6272
STATE OF FLORIDA

CAULFIELD AND WHEELER, INC
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
CERTIFICATION OF AUTHORIZATION NO. LB 3591

WETLAND LOCATIONS	08/06/2024	RLF
REVISIONS	DATE	BY

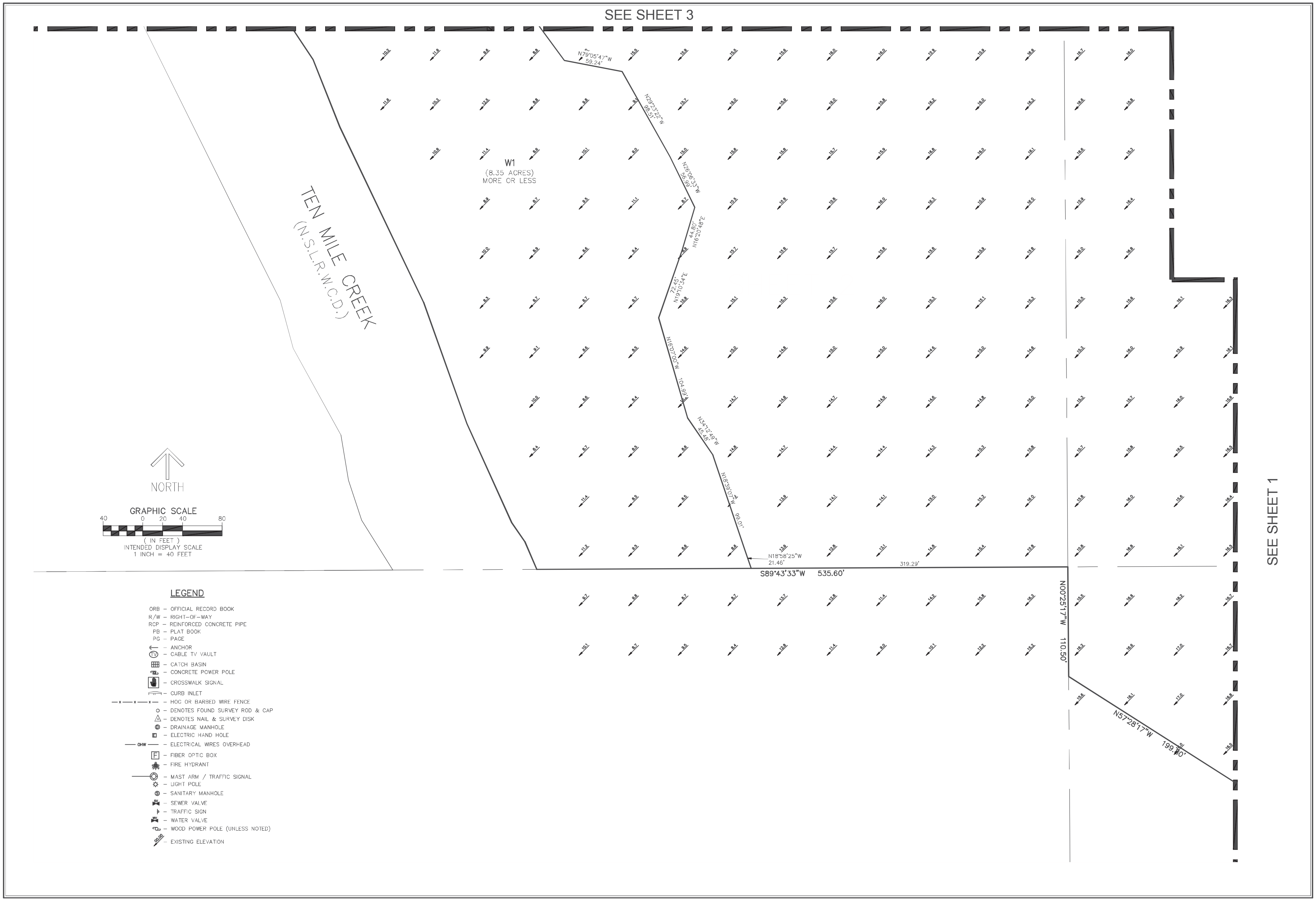
FILE NAME 10780-TOPOGRAPHIC SURVEY.DWG

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

TOPOGRAPHIC SURVEY
SWANSON LAND COMPANY
GORDY CREEK
ST. LUCIE COUNTY, FLORIDA

DATE 2/21/2024
DRAWN BY RLF
F.B./ PG. ELECT
SCALE AS SHOWN

JOB # 10780
SHT.NO. 1
OF 6 SHEETS


SEE SHEET 3
SEE SHEET 1
N79°05'47"W
59.24'
N29°23'22"W
98.51'
N26°06'33"W
56.99'
N16°20'48"E
44.80'
N19°10'34"E
72.45'
N16°07'00"W
104.93'
N34°12'49"W
45.48'
N18°39'07"W
99.01'
N18°58'25"W
21.46'
S89°43'33"W
535.60'
319.29'
N00°25'17"W
110.50'
N57°28'17"W
199.80'
W1
(8.35 ACRES)
MORE OR LESS
TEN MILE CREEK
(N.S.L.R.W.C.D.)
NORTH
GRAPHIC SCALE
40
0
20
40
80
(IN FEET)
INTENDED DISPLAY SCALE
1 INCH = 40 FEET
LEGEND
ORB – OFFICIAL RECORD BOOK
R/W – RIGHT-OF-WAY
RCP – REINFORCED CONCRETE PIPE
PB – PLAT BOOK
PG – PAGE
– ANCHOR
TV – CABLE TV VAULT
– CATCH BASIN
– CONCRETE POWER POLE
– CROSSWALK SIGNAL
– CURB INLET
–x–x–x– – HOC OR BARBED WIRE FENCE
○ – DENOTES FOUND SURVEY ROD & CAP
△ – DENOTES NAIL & SURVEY DISK
– DRAINAGE MANHOLE
– ELECTRIC HAND HOLE
OHW – ELECTRICAL WIRES OVERHEAD
F – FIBER OPTIC BOX
– FIRE HYDRANT
– MAST ARM / TRAFFIC SIGNAL
– LIGHT POLE
– SANITARY MANHOLE
– SEWER VALVE
– TRAFFIC SIGN
– WATER VALVE
– WOOD POWER POLE (UNLESS NOTED)
– EXISTING ELEVATION

REVISIONS	DATE	BY

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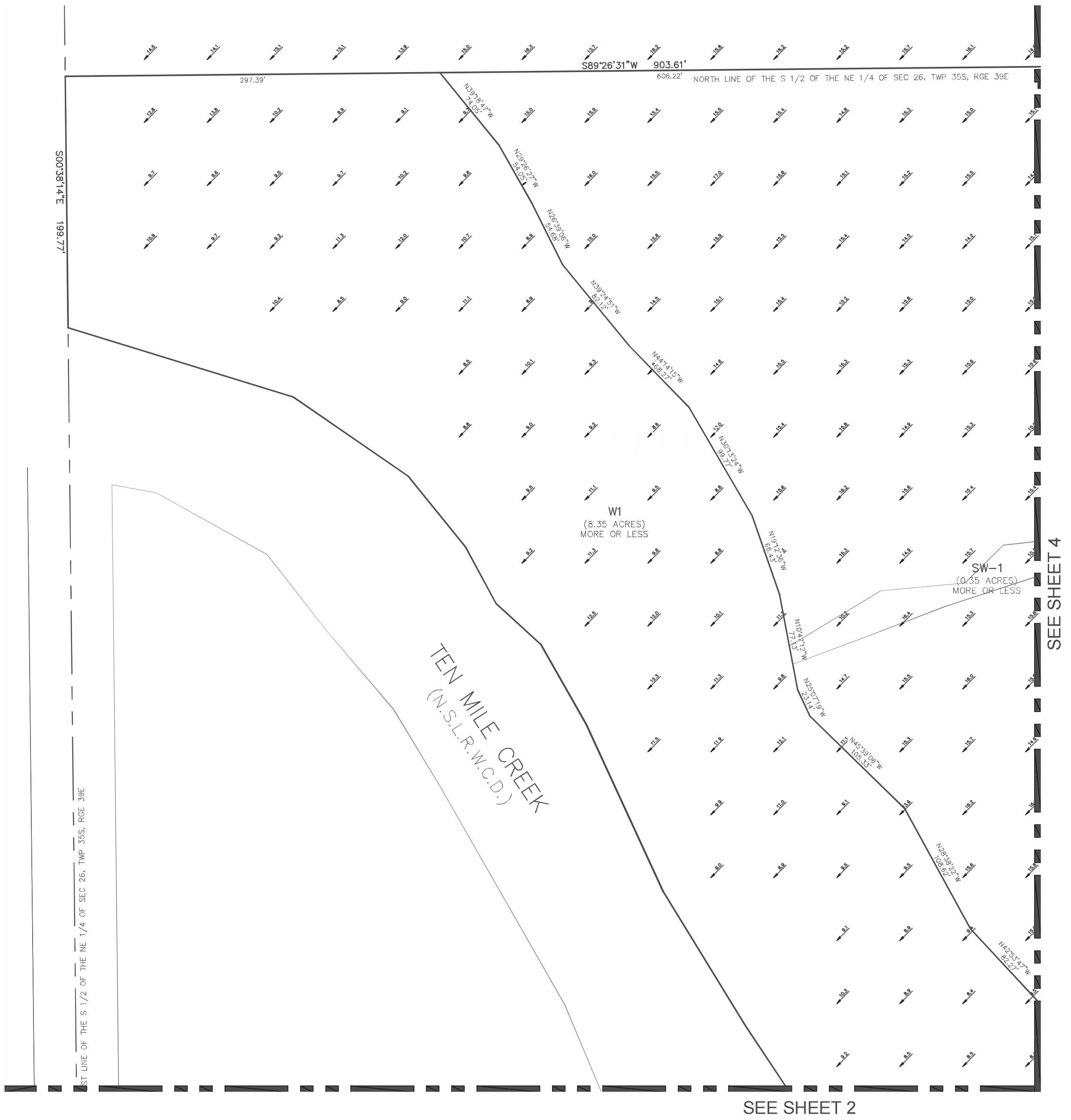
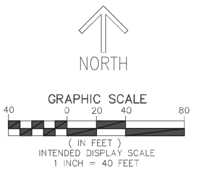
TOPOGRAPHIC SURVEY
SWANSON LAND COMPANY
GORDY CREEK
ST. LUCIE COUNTY, FLORIDA

DATE 2/21/2024
DRAWN BY RLF
F.B./ PG. ELECT
SCALE AS SHOWN

JOB # 10108
SHT.NO.
2
OF 6 SHEETS


S89°26'31"W 903.61'
606.22'
297.39'
NORTH LINE OF THE S 1/2 OF THE NE 1/4 OF SEC 26, TWP 35S, RGE 39E
S00°38'14"E 199.77'
N39°18'47"W 74.05'
N29°26'27"W 54.05'
N26°39'06"W 54.68'
N39°24'51"W 82.12'
N44°14'15"W 68.27'
N30°13'24"W 99.77'
N19°12'36"W 66.43'
N10°47'12"W 77.13'
N25°07'19"W 23.14'
N45°39'06"W 105.33'
N28°38'22"W 108.62'
N42°53'47"W 82.27'
W1
(8.35 ACRES)
MORE OR LESS
SW-1
(0.35 ACRES)
MORE OR LESS
TEN MILE CREEK
(N.S.L.R.W.C.D.)
ST LINE OF THE S 1/2 OF THE NE 1/4 OF SEC 26, TWP 35S, RGE 39E
SEE SHEET 4
SEE SHEET 2


NORTH
GRAPHIC SCALE
40
0
20
40
80

(IN FEET)
INTENDED DISPLAY SCALE
1 INCH = 40 FEET

LEGEND

ORB – OFFICIAL RECORD BOOK
R/W – RIGHT-OF-WAY
RCP – REINFORCED CONCRETE PIPE
PB – PLAT BOOK
PG – PAGE
← – ANCHOR
Ⓣ – CABLE TV VAULT
▦ – CATCH BASIN
– CONCRETE POWER POLE
– CROSSWALK SIGNAL
– CURB INLET
—x——x——x— – HOG OR BARBED WIRE FENCE
○ – DENOTES FOUND SURVEY ROD & CAP
△ – DENOTES NAIL & SURVEY DISK
Ⓓ – DRAINAGE MANHOLE
▣ – ELECTRIC HAND HOLE
—— OHW —— – ELECTRICAL WIRES OVERHEAD
F – FIBER OPTIC BOX
– FIRE HYDRANT
—◎ – MAST ARM / TRAFFIC SIGNAL
☼ – LIGHT POLE
Ⓢ – SANITARY MANHOLE
SV – SEWER VALVE
– TRAFFIC SIGN
WV – WATER VALVE
– WOOD POWER POLE (UNLESS NOTED)
00.00 – EXISTING ELEVATION

REVISIONS	DATE	BY

FILE NAME 10780-TOPOGRAPHIC SURVEY.DWG

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
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PHONE (561)-392-1991 / FAX (561)-750-1452

TOPOGRAPHIC SURVEY
SWANSON LAND COMPANY
GORDY CREEK
ST. LUCIE COUNTY, FLORIDA

DATE 2/21/2024
DRAWN BY RLF
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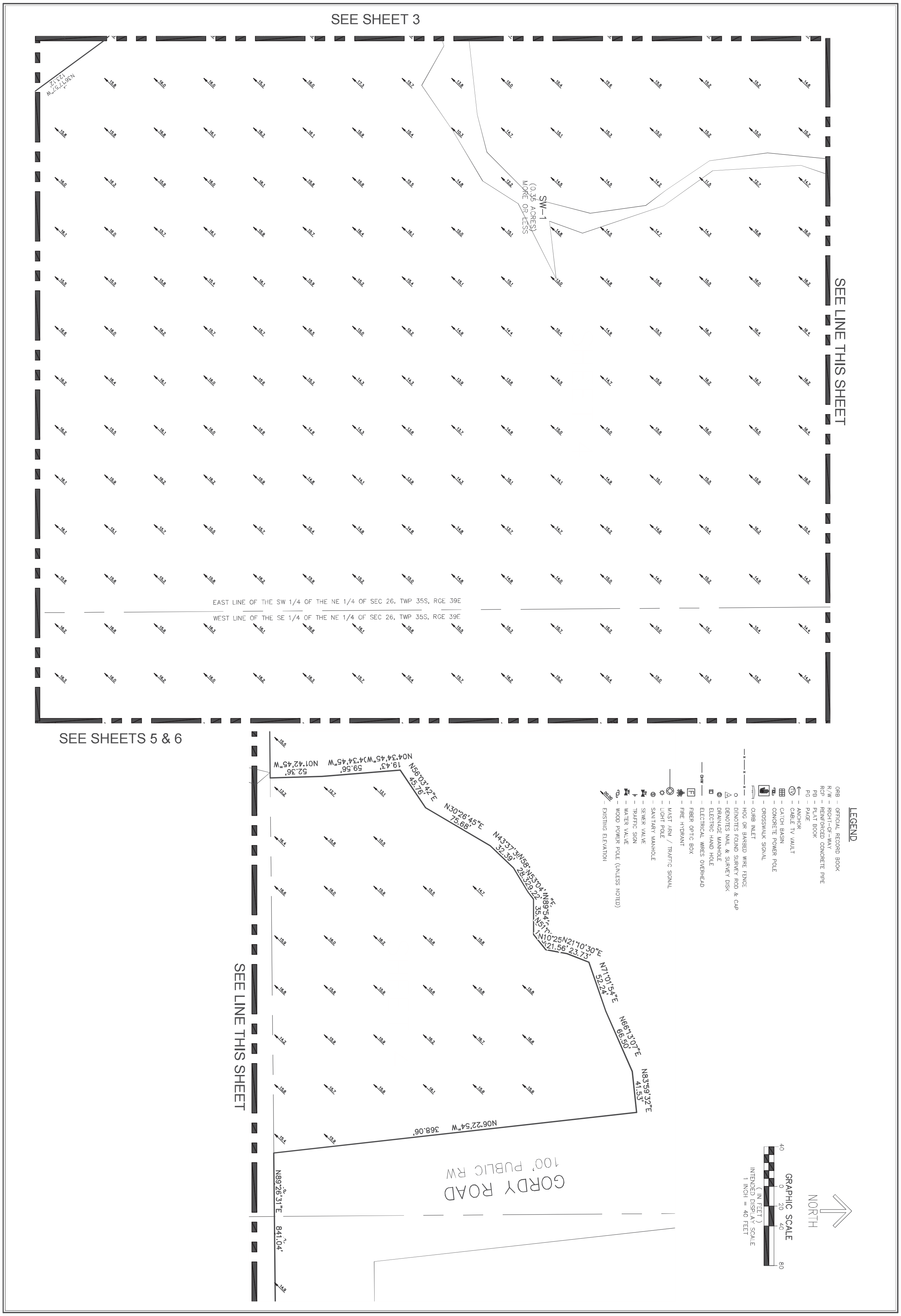
JOB # 10780
SHT.NO.
3
OF 6 SHEETS


SEE SHEET 3
N36°17'57"W
123.12'
SW-1
(0.36 ACRES)
MORE OR LESS
SEE LINE THIS SHEET
EAST LINE OF THE SW 1/4 OF THE NE 1/4 OF SEC 26, TWP 35S, RGE 39E
WEST LINE OF THE SE 1/4 OF THE NE 1/4 OF SEC 26, TWP 35S, RGE 39E
SEE SHEETS 5 & 6
N01°42'45"W
52.36'
N04°34'45"W
59.56'
N04°34'45"W
19.43'
N56°03'42"E
45.76'
N30°26'45"E
75.68'
N43°37'31"E
32.39'
N58°53'04"E
28.32'
N89°54'17"E
29.22'
N51°
35.
N10°25'
21.56'
N21°10'30"E
23.73'
N71°01'54"E
52.24'
N66°13'07"E
66.50'
N83°59'32"E
41.53'
N06°22'54"W
368.06'
GORDY ROAD
100' PUBLIC RW
N89°26'31"E
841.04'
SEE LINE THIS SHEET
LEGEND
ORB - OFFICIAL RECORD BOOK
R/W - RIGHT-OF-WAY
RCP - REINFORCED CONCRETE PIPE
PB - PLAT BOOK
PG - PAGE
ANCHOR
CABLE TV VAULT
CATCH BASIN
CONCRETE POWER POLE
CROSSWALK SIGNAL
CURB INLET
HOG OR BARBED WIRE FENCE
DENOTES FOUND SURVEY ROD & CAP
DENOTES NAIL & SURVEY DISK
DRAINAGE MANHOLE
ELECTRIC HAND HOLE
OHW
ELECTRICAL WIRES OVERHEAD
FIBER OPTIC BOX
FIRE HYDRANT
MAST ARM / TRAFFIC SIGNAL
LIGHT POLE
SANITARY MANHOLE
SEWER VALVE
TRAFFIC SIGN
WATER VALVE
WOOD POWER POLE (UNLESS NOTED)
00.00
EXISTING ELEVATION
GRAPHIC SCALE
40
0
20
40
80
(IN FEET)
INTENDED DISPLAY SCALE
1 INCH = 40 FEET
NORTH

JOB # 10780	
SHT.NO.	4
OF 6 SHEETS	

DATE 2/21/2024
DRAWN BY RLF
F.B./ PG. ELECT
SCALE AS SHOWN

TOPOGRAPHIC SURVEY
SWANSON LAND COMPANY
GORDY CREEK
ST. LUCIE COUNTY, FLORIDA

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

REVISIONS	DATE	BY

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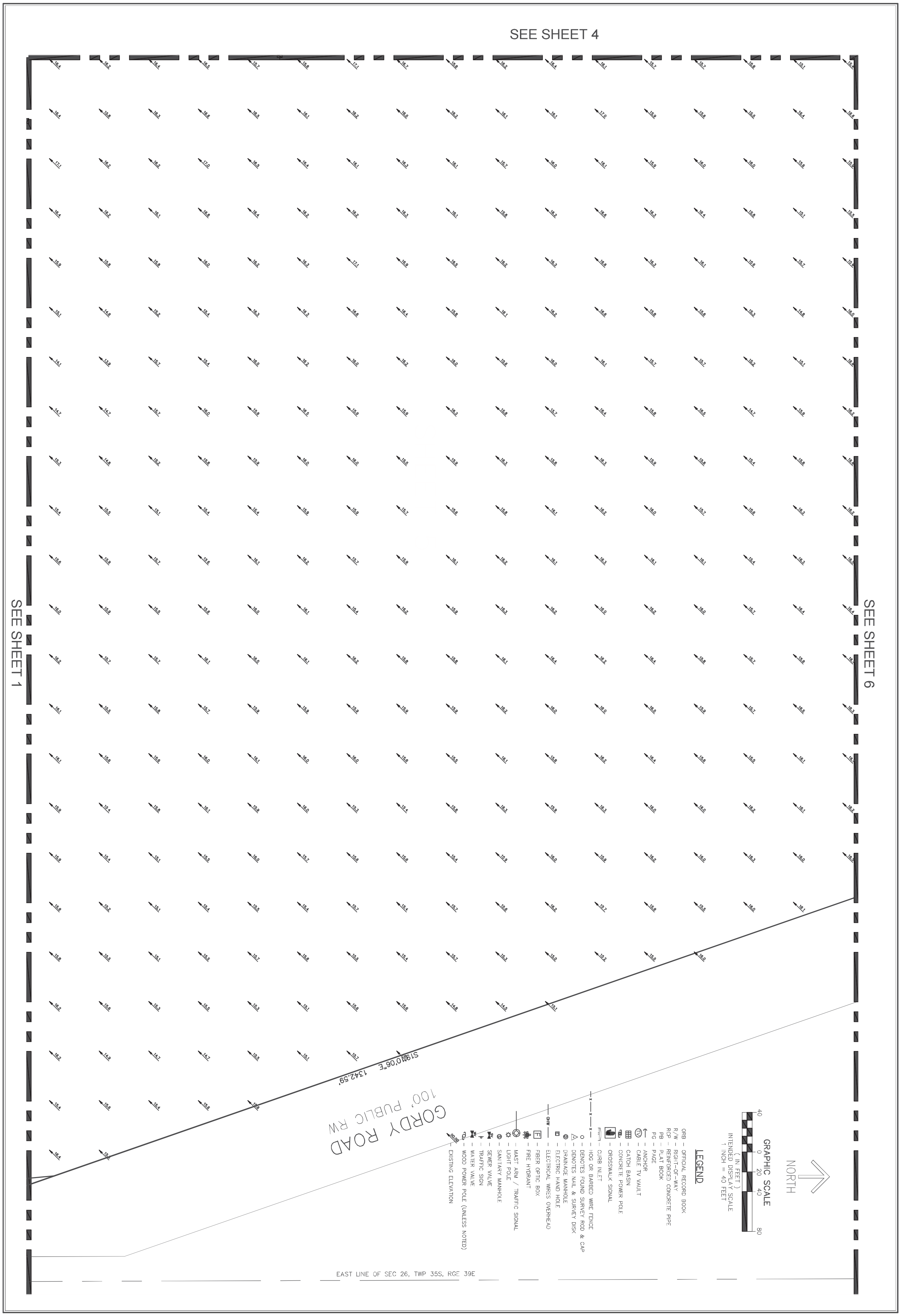
SEE SHEET 4
SEE SHEET 1
SEE SHEET 6
GORDY ROAD
100' PUBLIC RW
S19°10'06"E 1342.59'
EAST LINE OF SEC 26, TWP 35S, RGE 39E
NORTH
GRAPHIC SCALE
40 0 20 40 80
(IN FEET)
INTENDED DISPLAY SCALE
1 INCH = 40 FEET
LEGEND
ORB - OFFICIAL RECORD BOOK
R/W - RIGHT-OF-WAY
RCP - REINFORCED CONCRETE PIPE
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SANITARY MANHOLE
SEWER VALVE
TRAFFIC SIGN
WATER VALVE
WOOD POWER POLE (UNLESS NOTED)
EXISTING ELEVATION

JOB # 10780
SHT.NO.
5
OF 6 SHEETS

DATE 2/21/2024
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TOPOGRAPHIC SURVEY
SWANSON LAND COMPANY
GORDY CREEK
ST. LUCIE COUNTY, FLORIDA

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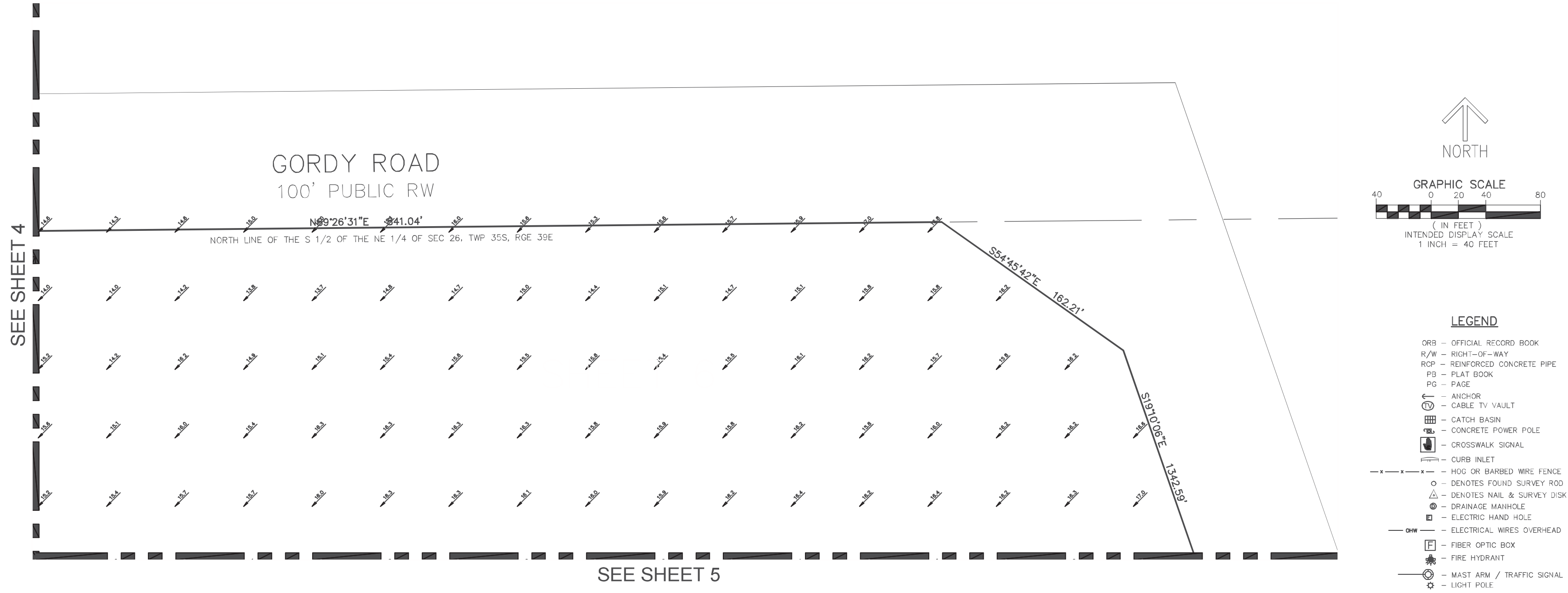
GORDY ROAD
100' PUBLIC RW
N89°26'31"E 841.04'
NORTH LINE OF THE S 1/2 OF THE NE 1/4 OF SEC 26, TWP 35S, RGE 39E
S54°45'42"E 162.21'
S19°10'06"E 1342.59'
SEE SHEET 4
SEE SHEET 5
NORTH
GRAPHIC SCALE
40
0
20
40
80
14.6
14.3
14.6
15.0
16.0
15.6
15.3
15.6
15.7
15.9
17.0
15.8
14.0
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14.2
13.8
13.7
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15.0
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16.2
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17.0

(IN FEET)
INTENDED DISPLAY SCALE
1 INCH = 40 FEET

LEGEND

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—x—x—x— – HOG OR BARBED WIRE FENCE
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00.00 – EXISTING ELEVATION

REVISIONS	DATE	BY

FILE NAME 10780 TOPOGRAPHIC SURVEY.DWG

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TOPOGRAPHIC SURVEY
SWANSON LAND COMPANY
GORDY CREEK
ST. LUCIE COUNTY, FLORIDA

DATE 2/21/2024
DRAWN BY RLF
F.B./ PG. ELECT
SCALE AS SHOWN

JOB # 10108
SHT.NO.
6
OF 6 SHEETS

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Vennis Gilmore, Assistant Planning Director

FROM: Selena Griffett, P.E., Project Engineer

THRU: Tracy Telle, Engineering Manager

**RE : Gordy Creek Planned Development – Gordy Road
TRC #24-43900001 Third Submittal**

DATE: FEBRUARY 25, 2025

This is to advise you that we have completed the review of the following documents as received by this office on January 21, 2025:

☐ Development Permit Compliance Review
☐ Construction Drawings
☐ Executed Construction Contract
☐ Permits
☒ Planned Development
☐ Test Reports & Related Documents
☐ Record Drawings
☐ Other

Based on our reviews and appropriate site final inspection, we

☒ Recommend ☐ Do Not Recommend

☐ Approval ☒ PD Approval ☐ DPCR Approval ☐ C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☒ See attached for engineering comments:

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\G\Gordy Creek\PD\Submittal 4 01212025\PD Approval - 01312025 Revised.docx

1. *Advisory Comments:*
   a. Stormwater design and reports will be reviewed at DPCR. Please ensure compliance with City Code Chapter 119. Stormwater Management and Site Development Technical Regulations.
   b. At the time of Development Permit Review Compliance (DPCR) review of the appropriate tree survey and tree mitigation calculations will be performed.
   c. Gordy Road is a St. Lucie County owned and maintained facility, please coordinate with St. Lucie County pertaining to required roadway improvements.
   d. At the time of DPCR, the 50’ Typical R/W Section shall be updated to reflect sidewalks on both sides of the roadway as reflected on the Site Plan.
   e. The plans indicate the development’s entrance islands will not be curbed. Please be aware should raised medians be proposed, wider one-way driveways are needed as per the requirements specified in the City of Fort Pierce Code of Ordinances Section 121.
   f. The provided preliminary plat was not reviewed as this application is designated for Final Planned Development only.

From: FOGARTY, NICOLE L.
To: Phoebe Prentner
Cc: George Missimer; Leah Heinzelmann
Subject: Re: [EXTERNAL EMAIL] - Gordy Creek: Developers Agreement
Date: Tuesday, May 20, 2025 12:26:44 PM
Attachments: Outlook-dq2acr3l.png
Outlook-vitfpsoh
Outlook-0qchisvc
Outlook-vyxfiv1p
230711_SP_04-02-25.pdf

Good afternoon,

Thank you very much for taking the time to consider our comments and especially for implementing them within your new plan. Please consider this email as confirmation of the School District's acceptance of the changes provided in the attached document and your explanation below.

Thank you again and I hope you have a wonderful day.

From: Phoebe Prentner <pprentner@cotleur-hearing.com>
Sent: Tuesday, May 20, 2025 12:13 PM
To: FOGARTY, NICOLE L. <NICOLE.FOGARTY@stlucieschools.org>
Cc: George Missimer <gmissimer@cotleur-hearing.com>; Leah Heinzelmann <lheinzelmann@cotleur-hearing.com>
Subject: [EXTERNAL EMAIL] - Gordy Creek: Developers Agreement

Caution: This is an external email and may have suspicious content. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

Good afternoon Nicole,

Following your review of the Gordy Creek Final PD application and the comments regarding school bus access and parent parking, we've updated the entrance to directly address your feedback.

Please find the revised Site Plan attached. The school bus turnaround remains in place, and the following improvements have been made in response to your concerns:

- The existing parent parking area, located just inside the gate, is now clearly identified for safe student drop-off and pick-up.

- A new covered waiting area has been added for parents and students.
- Crosswalk striping has been included to provide a safe, direct path from the parent parking area to the new waiting area, helping to reduce pedestrian and vehicle conflicts near the bus turnaround.

We believe these updates address the concerns you raised and help support safe, efficient school bus access. Please don’t hesitate to reach out if you have any additional questions or concerns.

Thank you,

Phoebe Prentner
Landscape Designer
561.406.1034 | Direct

Landscape Architects • Land Planners • Transportation
1934 Commerce Lane, Suite 1 | Jupiter, FL 33458 | www.cotleurhearing.com

CHanging the Way we live to preserve Where we live.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

June 17, 2024

Susan O'Rourke, P.E.
O'Rourke Engineering & Planning
3725 S. East Ocean Boulevard, Stuart FL, 34996

Dear Susan O'Rourke,

RE: Variance Committee Review to allow for **Category D Driveway**
Applicant/Property Owner: Zentex Ventures LTD
St Lucie County **City of** Fort Pierce **State Road:** SR 70 **Section:** 94030000 **MP:** 20.20
Access Class: 03 **Posted Speed:** 45 mph **SIS:** Influence Area
FDOT Ref. Project: FM 447653.1-Jeffrey Robbert-RESURFACING **Site Acreage:** 58.23 Acres
Development Size: 179 Single Family Dwelling Units and 138 Multi-Family Dwelling Units
Project Name & Address: Zentex - Gordy Road south of SR-70, Fort Pierce
AMRC Meeting Date: April 4, 2024
AMRC Meeting Date: May 22, 2024 (Follow-up Meeting)

Request: Maintain full median opening access at the intersection of Gordy Road & SR-70, approximately 850 feet west of Rock Road.

This request is: **Approved with Conditions**

Conditions / Comments:

☐ **The existing westbound left turn lane at SR 70 and Gordy Road intersection shall be extended to accommodate the project traffic. The left turn/U-turn lane shall meet the minimum requirements in the Florida Design Manual (FDM). A queueing analysis shall be submitted at the time of permit to determine the required queue length.**

☐ **Reconstruct existing median opening at SR 70 and Rock Road intersection to an eastbound directional median opening. The left turn/U-turn lane shall meet the minimum requirements in the Florida Design Manual (FDM). A queueing analysis shall be submitted at the time of permit to determine the required queue length.**

- All existing driveways not approved in this letter must be fully removed and the area restored.
- Drainage mitigation is required for any impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage.
- A Storm Water Pollution Prevention Plan must be submitted with the application if there will be more than one acre of “disturbed area” (as defined by the Florida Department of Environmental Protection (FDEP)
- If additional right-of-way is required to implement the proposed improvements, the applicant shall donate the right-of-way to the Department.

Comments:
Please note that the dimensions between driveways are measured from the near edge of pavement to near edge of pavement and dimensions between median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway system and to note any required improvements. Earlier Department decisions on this request shall be voided unless expressly approved herein. If the above concept is approved, the applicant may submit engineering plans to the Department for permitting. The Department's personnel shall review these plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Please note that this letter does not guarantee permit approval.** The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department.

Committee approvals and conditions which are at variance with Department rules or standards are not binding in the permitting process for more than **12 months**.

Please contact the Access Management Manager - Tel. # 954-777-4363 or e-mail: D4AccessManagement@dot.state.fl.us with any questions regarding the Pre-Approval Letter.

For right-of-way dedication requirements go to: https://osp.fdot.gov: Click on Statewide Permit News. Scroll down to District 4. Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

THE DISTRICT ACCESS MANAGEMENT REVIEW COMMITTEE

	With the above ruling I	Agree	Disagree	
John Olson, P.E. District Design Engineer	DocuSigned by: John Olson D38BA4C842F840E...	X		June 17, 2024
Jonathan Overton, P.E. District Traffic Operations Engineer	DocuSigned by: Jonathan Overton D1128312655D45A...	X		June 17, 2024
Antonio Castro, P.E. District Maintenance Engineer	DocuSigned by: E4936E24FD0D4BD...	X		June 17, 2024

Acknowledgement:
Ronald Kareiva, P.E. DocuSigned by: 5FB313FB82174C9...
Concept Development Supervisor
Strategic Intermodal System (SIS) Coordinator

cc: Nesa Harden; Vikrant Srivastava, PE, PMP, CPM;
File S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2024-04-04 & AMRC\AMRC 01. 94030000 MP 20.20 SR 70_Zentex\AMRC 01. 94030000 MP 20.20 SR 70_Zentex.docx

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, Florida 34953
772-462-1593 www.stlucietpo.org

September 27, 2024 **VIA EMAIL**

Mr. Vennis Gilmore, Assistant Planning Director
City of Fort Pierce
100 North U.S. Highway 1
Fort Pierce, Florida 34950

RE: Proposed Transportation Impact Review (PTIR)
Gordy Creek Planned Development (Resubmittal)
Parcel ID: 2326-130-0000-000-7
2326-130-0000-010-0

Dear Mr. Gilmore:

As the Federal and State-designated agency responsible for transportation planning for the City of Fort Pierce, City of Port St. Lucie, St. Lucie Village, and St. Lucie County, the St. Lucie Transportation Planning Organization (St. Lucie TPO) initially completed a PTIR regarding the above-referenced proposed development on May 13, 2024. The proposed project is a 76.97-acre Planned Development with 179 single family units and 138 townhome units on a currently undeveloped property. Based on the review of the Resubmittal, the following comments are provided:

- **Gordy Road:** The proposed residential development would rely on Gordy Road for access. Currently, Gordy Road is a rural road with no shoulders or bicycle and pedestrian facilities. Therefore, without improvements, the proposed development would significantly impact traffic, bicycle, and pedestrian safety on Gordy Road. Roadway safety improvements adjusting to the increased traffic should be completed for any proposed development requiring access from Gordy Road.

  Applicant Response: Gordy Creek is not a thoroughfare roadway, pedestrian and bicycle traffic are minimal on this roadway.

  The St. Lucie TPO is planning a comprehensive multimodal roadway network throughout the TPO area and not just for "thoroughfare" roadways. The addition of 317 residential units will significantly increase vehicle, pedestrian, and bicycle traffic on Gordy Road. To ensure safety for all of the users of Gordy Road to and from the proposed development, roadway safety improvements for bicycle and pedestrian users should be implemented on Gordy Road in addition to traffic safety improvements for vehicles such as shoulders.

- **Sidewalks/Bicycle-Pedestrian Connectivity:** There are no designated areas for bicycle travel, parking, or storage on the site. The sidewalk connection on the east side of the proposed driveway access appears to provide no connectivity to the internal sidewalk network. Pedestrian connections to the internal sidewalk network and bicycle facilities should be provided for bicyclist and pedestrian safety.

  Applicant Response: There is a bicycle rack at the amenity/mail kiosk area. Residents should store their bicycles in their homes.

The TPO comment was not pertaining exclusively to bicycle storage. Rather, sidewalk connections from Gordy Road and sidewalks on both sides of the internal roadway network should be provided to create safe pedestrian access throughout the development and to and from Gordy Road, such as for children who may be walking to or from or waiting for a school bus.

- **SmartMoves 2045 Long Range Transportation Plan (LRTP) Inconsistency**: The proposed 317 housing units is inconsistent with the growth allocations included in the Traffic Analysis Zones (TAZs) where the development will be located and, therefore, the development is inconsistent with the 2045 SmartMoves LRTP. Consequently, an amendment to the LRTP is needed which includes an analysis of the changes to the growth allocations in the TAZs.

  Applicant Response: Amending the 2045 Long Range Transportation Plan (LRTP) is not the responsibility of the applicant nor a component of the land development process. The LRTP is updated every 5-years to account for new developments and anticipated development in the future.

  The LRTP should be amended between the required five-year cycles when there are significant changes in land use and roadway network impacts that are unaccounted for in the current version of the LRTP. Because of the significant change in land use proposed by this development, at a minimum, an analysis of the changes to the growth allocations in the TAZs in the latest version of the Treasure Coast Regional Planning Model, upon which the LRTP is based, and the resultant impacts to the transportation network should be conducted.

- **LRTP Programmatic Environmental Mitigation:** Section 9.2 of the LRTP identifies the proposed project site on Gordy Road as an Environmentally Sensitive Area on the Cost Feasible Roadway Network Plan. An environmental mitigation plan for the Gordy Road improvements will need to be developed consistent with the Programmatic Environmental Mitigation which includes enhancement, restoration, creation and/or preservation that will serve to offset unavoidable environmental impacts of the proposed project.

  Applicant Response: There are no wetland impacts proposed; however, 0.35-acre of work in other surface waters (ditch) is proposed within the project site. The wetlands onsite will be preserved and an upland buffer that has an average width of 25 feet is proposed. Preservation area signage and fencing is proposed along the upland buffer. Please see the attached figure depicting the proposed 0.35-acre of work in surface waters.

  The applicant identifies on Page 1 of the comments response letter that "This PD includes an extensive preserve area with pedestrian trails and kayak launch that will be accessible to the public" and then indicates on Page 5 that "trails have been removed from the wetland and preserve area". This contradiction should be addressed. In addition, confirmation should be provided that any improvements to Gordy Road will not impact Wetland W-2. Otherwise, any impacts to Wetland W-2 from the Gordy Road improvements should be addressed with the development of an environmental mitigation plan consistent with the LRTP Programmatic Environmental Mitigation which includes enhancement, restoration, creation and/or preservation that serves to offset the unavoidable environmental impacts from the Gordy Road improvements.

Since the Resubmittal results in the above-referenced comments, it is recommended that the proposed project does not proceed further in the development review process until the comments are addressed. Please contact me should any additional information or clarification be required regarding this review.

Sincerely,

Stephanie M. Torres

Stephanie M. Torres, CPM
Bicycle Pedestrian Program Manager

cc: City of Fort Pierce Planning Department

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: December 23, 2024

Re: **Gordy Creek Planned Development**
1st Traffic Statement Review

Kimley-Horn has reviewed the Traffic Statement (revised March 6, 2024) prepared by O'Rouke Engineering & Planning, Inc. related to the above-mentioned project. Please find our review comments below pertaining to the development's impacts to adjacent transportation facilities.

1. It appears TMCs are more then 2 years old. Per the St Lucie County TPO Guidelines " Counts more than two years old will not be acceptable unless otherwise approved by the Local Government during the Methodology. Please recollect counts.
2. Please include the Peak Season Factor Category Report by FDOT within the appendix.
3. Please provide intersection signal timings within the appendix of the traffic impact analysis.
4. Please include an AM and PM peak hour intersection analysis of Crossroads Parkway & Okeechobee Road.

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.

District Use Only: No. ______ - 025 - 004 - TMC

NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT

("District")

14666 Orange Avenue • Fort Pierce, Florida 34945 • (772) 461-5050 • FAX (772) 461-9446

Application to Connect to, or Use, District Facilities, or for Utility Construction*

Gordy Creek

A. General Information:

Applicant Information:

Name: Zentex Ventures LTD
Address: 44 Cocoanut Row Unit B-22
Palm Beach, FL 33480
Telephone: ( ) 904-219-3330
Email: lara@swansonlandco.com

~~Owner Information (if different from Applicant):~~

Name:
Address:
Telephone: ( )
Email:

Engineer of Record Information (if applicable):

Name: Wesley Mills, P.E., Mills, Short & Associates LLC
Address: 700 22nd Pl, STE 2C/2D
Vero Beach, FL 32960
Telephone: (772) 226-7282
Email: krodgers@millsshortassociates.com

Billing Contact Information:

Name: Wesley Mills, P.E., Mills, Short & Associates LLC
Address: 700 22nd Pl, STE 2C/2D
Vero Beach, FL 32960
Telephone: (772) 226-7282
Email: wmills@millsshortassociates.com

B. Project Information: (Check appropriate box and attach drawings to show location and details):

☐ Culvert Connection to District canal for irrigation or gravity drainage.

☐ Pump Connection to District canal for irrigation or drainage.

☐ Installation of culvert or water control structure in District canal for crossing or water control.

☐ Utility Crossing:

☐ Electric ☐ Telephone ☐ Gas

☐ Cable Television ☐ Water Main ☐ Force Main

☒ Other (specify): Discharge to Tenmile Creek as part of residential development project

Location: Section(s): 26 Township: 35 Range: 39 Canal No.: TMC
Description of Indirect Connection: Overland flow discharge to Tenmile Creek from wetlands
Drainage area served: ______ acres (Culvert or pump Connections.)

C. Construction Schedule:
Estimated commencement date: Jan 2026 Estimated completion date: Jan 2027

D. Application, Use Fee: $ ~~75.00~~ 750.00 **Review Deposit:** $ ~~3,500.00~~ 7000.00

(Submit fee with this application in accordance with the District's fee schedule.)

ACKNOWLEDGEMENT AND ACCEPTANCE:
As reflected by my signature below, I hereby certify that the information shown above is accurate to the best of my knowledge, and that I agree to satisfy or abide by all requirements of this Permit, including "Standard Provisions" itemized on the reverse, and "Special Conditions" imposed by the District. Further, I acknowledge that the District and its Engineers are doing work to benefit the property and non-payment may result in filing of a construction lien as permitted by the Florida Statutes.

Owner Signature: See attached Owner Authorization form.
Owner Name (Type or Print): Gary Zentner, Zentex Ventures LTD
Date: 2025.02.04

District Use Only: No. ______ - 025 - 004 - TMC

NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT

("District")

14666 Orange Avenue • Fort Pierce, Florida 34945 • (772) 461-5050 • FAX (772) 461-9446

Application to Connect to, or Use, District Facilities, or for Utility Construction*

SPECIAL CONDITIONS: (for District Use Only):

Attached

****

Application Approved and Permit for Construction Issued:

By: ______________________ Date of Approval: 3-27-25

For the North St. Lucie River Water Control District

Permit Expiration Date: 3-27-27 Construction Expiration Date: ______

****

Project Certification Received and Accepted:

By: ______________________ Date of Approval: ______

For the North St. Lucie River Water Control District

Certification Expiration Date: ______

**This Application will become a Permit if and when approved and signed by an authorized representative of the District.*

****

March 27, 2025
Gordy Creek – Drainage Connection to Ten Mile Creek
NSLRWCD Permit Application No. 025-03-TMC

Permit Conditions

1. The proposed Gordy Creek development is located west of Gordy Rd. and south of Okeechobee Rd. (SR70). The proposed development consists of 178 single-family lots, 138 townhome units, an amenity center and associated utility and drainage infrastructure which ultimately outfalls to Ten Mile Creek. The total project area is 75.98 acres and divided by Ten Mile Creek, with 9.36 acres located on the west side of Ten Mile Creek and 66.62 acres located on the east side. The drainage basin for the proposed project is 58.58 acres, with approximately 17.40 acres to remain as undisturbed preservation area.The permittee shall install the proposed improvements in accordance with the Construction Plans that were signed and sealed by James W. Mills, P.E. with Mills, Short & Associates, Inc. dated March7, 2025.

2. The permittee shall be responsible for all permit application review fees associated with this permit application.

3. At least two (2) week prior to commencement of construction, the permittee shall contact the District Office and District Engineer to schedule a pre-construction meeting.

4. The permittee shall contact the District Superintendent of Works, Bill Price at (772) 201-4781, to schedule any site inspections.

5. The contractor shall provide the NSLRWCD with a 24-hour contact number and personnel for emergency situations.

6. The applicant shall be responsible for notifying the District of deviations from the approved plans during construction that would impact or affect District right-of-way or facilities. Any revisions or modifications to the approved plans shall be submitted to the District for review and approval.

7. All disturbed areas shall be sodded and pinned, except for areas calling for other material (i.e. riprap stabilization) as on the approved plans.

8. If dewatering is proposed, the permittee shall furnish a copy of the proposed dewatering plan to this District prior to the start of construction. The permittee may need to provide a standby pump for bypassing the canal flow over the temporarily closed canal crossing. However, in the event of forecasted landfall of a named storm event, the permittee shall be prepared to provide additional pumping capabilities or reopen the canal crossing so that the historical canal flow can be maintained. The permittee shall coordinate with the District Superintendent of Works to assess if, or when, bypass pumping is necessary.

9. The applicant shall ensure that the project complies with current State Water Quality Standards. The permittee shall be responsible for installing and maintaining measures to prevent sedimentation and turbidity issues within District canals. At a minimum, the Board recommends installing turbidity curtains downstream of the construction site and installing silt fence as applicable. The contractor shall stake all turbidity barriers at the canal high water line at minimum. Please be advised that the contractor will need to coordinate with the District Supervisor or Works as necessary for the removal of any turbidity barriers in the event of forecasted landfall of a named storm event.

10. Within 30 days after completion of the permitted activity, the permittee shall submit notice of completion to the District for approval. This shall consist of a written notice of completion letter, and two (2) complete sets of the final "Record Drawings", signed and sealed by the project engineer of record or licensed surveyor. These statements must specify the actual date of construction completion and must certify that all improvements have been constructed in substantial conformance with the plans and specifications approved by the District and will function as intended and designed. If deviations from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. All surveyed dimensions and elevations shall be certified by a registered surveyor.

STANDARD PROVISIONS

for

Application / Permit No. 025-004-TMC

If this Application for a Permit is approved, I do acknowledge, understand, and agree that:

1. I hereby indemnify and hold the District harmless from claims for property damage or personal injury arising from the installation or use of the permitted facility, and that this indemnification extends to damage to the facility itself that may occur from District operation and maintenance work.
2. Approval of this application does not relieve the Permittee from securing any and all other permits that may be required by other entities or governmental agencies, including, but not limited to, the South Florida Water Management District, the Florida Department of Environmental Protection, and St. Lucie County.
3. The use of, or construction within, the District's right-of-way shall conform to the details of the **attached approved drawings** supporting this application. **Modifications must be approved by the District in writing prior to construction.**
4. If required in the interests of the District's operation and maintenance program, or by any modifications to the District's Standard Provisions, I agree to alter, replace, relocate, or remove the permitted facilities at no cost to the District, all as is more fully set forth by District Policy Resolution duly recorded in O.R. Book 669 at page 699 of the Public Records of St. Lucie County, Florida, but subject to the limitations thereof.
5. The lands to be benefited by this application are, or may be, subject to flooding during periods of high water resulting from heavy rains or other acts of God. This Permit will be accepted subject to this possibility, which is recognized not to be within the control of the District.
6. Any other requirements that may be imposed by the District are binding upon me, my successors and assigns.
7. Any Permit issued as an approval of this application other than one issued in irrevocable, recordable form pursuant to the Policy Resolution referenced in item 4, above, shall not be transferable from the Permittee to a subsequent owner or owners of all, or a portion of, the subject property without the express, written approval of the District.
8. Any Permit issued as approval of this application is strictly subject to all of the rules of the District, duly promulgated from time to time, which are on file and available for examination at the offices of the District by those having interest.
9. If a Permit is granted, I shall notify the District not less than 24 hours prior to the beginning and completion of the work, to enable the coordination and scheduling of inspections.
10. I accept total responsibility for any erosion of, or shoaling in, the District's right-of-way or canals that results from the permitted work, and I shall repair or remove same promptly, at no expense to the District.
11. During and after construction, I shall prevent material from the construction area from being discharged to, or settling in, District canals.
12. Unless authorized by Permit, I shall neither place, construct or plant, nor cause to be placed, constructed or planted, any object or improvement within the District right-of-way without the express written prior approval of the District.
13. Within thirty (30) days of completion of the work, I shall submit a written statement to the District certifying that the work was performed and completed in accordance with the Permit and the approved drawings. If the work deviates from the Permit or approved drawings, the certification shall state the nature and extent of those deviations.
14. If this Permit is for a drainage connection, then drainage discharge from the area served shall not exceed the volumetric equivalent of 2.0 inches of depth over the area for any 24-hour period (38 gallons per minute per acre) from the 10-year frequency, 72-hour duration rainfall.
15. If a Permit is issued for a hydraulic connection of property with a District canal, I shall not discharge hyacinths or other aquatic vegetation into the District canal.
16. The Permittee, his agents and contractors, shall conduct the work in a manner that will not impair the use, or potential use, of the District right-of-way and facilities. In no case shall drainage or irrigation canals or appurtenant works be obstructed or restricted.
17. All irrigation and drainage connections to District facilities shall be clearly marked with a post of contrasting colors to identify the location and extent of the permitted installation.
18. If access is permitted via an existing culvert crossing installed in District right-of-way, the Permittee is advised that the crossing may be permitted for use by other affected owners, as such crossings are limited in number by the District.
19. The District reserves the right to permit the use of culvert crossings installed in rights-of-ways by other affected owners of District lands, as culvert crossings are subject to distance limitations imposed by the District.
20. All utility installations shall be clearly marked with above-ground signs or markers, as required by the District's "Permit Information and Criteria Manual."

PUBLIC WORKS DEPARTMENT
DEVELOPMENT REVIEW COMMITTEE

October 14, 2024

PROJECT: **Gordy Creek**

REF: 24-43900001

TO: Vennis Gilmore

FROM: Grant Chambers

Corrections:

1. Please provide an updated survey and cross sections through the ROW, including dimensions of the existing pavement and distance from edge of pavement to the drainage ditches running alongside Gordy Road. Additional improvements to Gordy Road will be required to support the development.
2. A 5-foot sidewalk is required along the Gordy Road frontage.
3. Gated access will be required to meet section 7.10.15 of the County's Land Development Code. Provide the dimensions on the plan.

Conditions:

4. A Site Development Permit is required prior to performing site improvement activities.
5. A Road Improvement Agreement and appropriate bond will be required for all permanent improvements within the Right-of-Way.

THE SUNRISE CITY
FORT PIERCE *Florida*
ENGINEERING
DEPARTMENT

TO : **Vennis Gilmore, Assistant Planning Director**

FROM: **Selena Griffett, P.E., Project Engineer**

THRU: **Tracy Telle, Engineering Manager**

RE : **Gordy Creek Planned Development – Gordy Road**
TRC #24-43900001 Third Submittal

DATE: **FEBRUARY 25, 2025**

This is to advise you that we have completed the review of the following documents as received by this office on January 21, 2025:

☐ Development Permit Compliance Review
☐ Construction Drawings
☐ Executed Construction Contract
☐ Permits
☒ Planned Development
☐ Test Reports & Related Documents
☐ Record Drawings
☐ Other

Based on our reviews and appropriate site final inspection, we

☒ Recommend ☐ Do Not Recommend

☐ Approval ☒ PD Approval ☐ DPCR Approval ☐ C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☒ See attached for engineering comments:

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\G\Gordy Creek\PD\Submittal 4 01212025\PD Approval - 01312025 Revised.docx

1. *Advisory Comments:*
    - a. Stormwater design and reports will be reviewed at DPCR. Please ensure compliance with City Code Chapter 119. Stormwater Management and Site Development Technical Regulations.
    - b. At the time of Development Permit Review Compliance (DPCR) review of the appropriate tree survey and tree mitigation calculations will be performed.
    - c. Gordy Road is a St. Lucie County owned and maintained facility, please coordinate with St. Lucie County pertaining to required roadway improvements.
    - d. At the time of DPCR, the 50’ Typical R/W Section shall be updated to reflect sidewalks on both sides of the roadway as reflected on the Site Plan.
    - e. The plans indicate the development’s entrance islands will not be curbed. Please be aware should raised medians be proposed, wider one-way driveways are needed as per the requirements specified in the City of Fort Pierce Code of Ordinances Section 121.
    - f. The provided preliminary plat was not reviewed as this application is designated for Final Planned Development only.

South Florida Water Management District
Conceptual Permit No. 56-110843-P
Date Issued: March 31, 2025

Permittee:	Zentex Ventures LTD 44 Cocoanut Row Unit B-22 Palm Beach, FL 33480
Project:	Gordy Creek Residential
Application No.	240423-43466
Location:	St Lucie County, See Exhibit 1

Your application for a Conceptual Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's RegPermitting site at www.sfwmd.gov/regpermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email regpermitting@sfwmd.gov.

Jesse Markle

Jesse Markle, P.E.
Chief, Environmental Resource Bureau

South Florida Water Management District
Conceptual Permit No. 56-110843-P

Date Issued:	March 31, 2025	**Expiration Date:**	March 31, 2045

Project Name:	Gordy Creek Residential
Permittee:	Zentex Ventures LTD 44 Cocoanut Row Unit B-22 Palm Beach, FL 33480
Operating Entity:	Gordy Creek Residential Community Association, Inc.
Location:	St Lucie County
Permit Acres:	75.98 acres
Project Land Use:	Residential
Special Drainage District:	North St Lucie River Water Control District
Water Body Classification:	CLASS III
FDEP Water Body ID:	3194A
Wetland and Surface Water Impacts:	0.35 acres
Sovereign Submerged Lands:	No

Project Summary
This Environemntal Resource Permit (ERP) authorizes Conceptual Approval of a stormwater management (SWM) system serving 75.98 acres of residential development known as Gordy Creek Residential.

The project proposes a residential subdivision consisting of 178 single family lots, 136 townhomes, amenities, internal access roads and project SWM system. The SWM system consists of site grading, inlets and storm sewer to collect and convey runoff to a wet detention system for treatment and attenuation prior to discharging to Ten Mile Creek. Please refer to the Engineering Evaluation and Exhibit Nos. 2.0, 2.1 and 2.2 for additional information.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, FAC.

Site Description
The site is a vacant parcel located south of the intersection of Okeechobee and Gordy Rds. in St. Lucie County. Refer to Exhibit No. 1.0 for a location map.

For information on wetland and other surface water (OSW) impacts, please see the Wetlands and Other Surface Water OSWs section of this permit.

Ownership and Operation & Maintenance (O&M)

Perpetual O&M of the SWM system is the responsibility of Gordy Creek Residential Community Association, Inc. as indicated in the submitted draft governing documents. Refer to Exhibit No. 4.0.

Engineering Evaluation:

Land Use
Please refer to Exhibit No. 2.1A, Page 18 of 53 for land use details.

Water Quality
The project is located within a watershed identified by the Florida Department of Environmental Protection as impaired; therefore, the design includes a site-specific pollutant loading analysis and an additional 50% water quality treatment volume above the amounts required pursuant to Subsection 4.2.1, ERP Applicant's Handbook (AH) Volume (Vol.) II, as reasonable assurances that the projects discharge will not cause or contribute to violations of State water quality standards. The project provides 12.12 ac-ft of water quality treatment.

The project includes implementation of a Stormwater Pollution Prevention Plan, (Exhibit No. 2.0), as additional reasonable assurance of compliance with water quality criteria during construction.

Discharge
As found in Exhibit No. 2.1A, Page 7 of 53, the SWM design meets the criteria of Section 3.2(a), ERP AH Vol. II based on a pre- vs. post-development analysis.

Road Design
As found in Exhibit No. 2.1A, Page 7 of 53, minimum road crown elevations (14.38-ft NAVD) have been set at or above the peak design storm elevation (13.72-ft NAVD).

Perimeter Berm
As found in Exhibit No. 2.0, minimum perimeter berm elevations (15.75-ft NAVD) have been set at or above the peak design storm elevation (14.61-ft NAVD).

Finished Floors
As found in Exhibit No. 2.0, minimum finished floor elevations (17.84-ft NAVD) have been set at or above the peak design storm elevation (17.20-ft NAVD).

Flood Plain/Compensating Storage
The permittee submitted calculations demonstrating that the project will meet the compensating storage requirements of the Ten Mile Creek basin.

Construction Completion Certification (CCC) and O&M
Pursuant to Rule 62-330.310, FAC, Individual Permits will not be converted from the construction phase to the operation phase until CCC of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long-term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the CCC is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1 - 12.3, ERP AH Vol. I and Rule 62-330.310, FAC, the permittee is liable for O&M in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), FS, unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, FS, must be operated and maintained in perpetuity.

The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The O&M entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the O&M entity is responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4, ERP AH Vol. I for Minimum Operation and Maintenance Standards.

Notable project components requiring routine inspection and maintenance include but are not limited to:

- Side slopes for stormwater lakes and ponds – maintain side slopes no steeper than 4:1 (horizontal:vertical) to a depth of 2.0 feet below the control elevation and nurtured or planted from 2.0 feet below to 1.0 feet above the control elevation pursuant to Subsection 5.4.2, ERP AH Vol. II.

- Conveyance pipes, conveyance structures and discharge structures – all pipes and structures must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.

- Exfiltration trenches – all pipes and structures must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.

- Swales – maintain the permitted cross-section and vegetative cover.

- Underground storage facilities – all facilities must be inspected for structural integrity and be maintained clear of trash, sediment and vegetative debris.

- Pumps – float switches should be inspected and any obstructions removed to ensure proper operation; intake and discharge pipes should be maintained clear of trash, sediment and vegetative debris; motors should be maintained to ensure proper operation.

Environmental Evaluation:

Wetland and OSW Description
The project site is currently undeveloped and contains native and disturbed uplands (Open Land, FLUCCS 190 and Woodland Pastures, FLUCCS 213), and native wetlands and OSWs associated with the adjacent creek system (Streams and Lake Swamps Bottomland, FLUCCS 615). Vegetative species observed within the onsite wetland community includes bald cypress (*Taxodium distichum*), pond pine (*Pinus serotina*), red maple (*Acer rubrum*), dahoon holly (*Ilex cassine*), saw palmetto (*Serenoa repens*), common buttonbush (*Cephalanthus occidentalis*), water oak (*Quercus nigra*), laurel oak (*Quercus laurifolia*), cinnamon fern (*Osmundastrum cinnamomeum*), swamp fern (*Blechnum serrulatum*), marsh pennywort (*Hydrocotyle verticillata*), and spade leaf (*Centella asiatica*). The onsite portion of these wetlands (W-1A, W-1B, & W-2) encompasses 17.49 acres; however, these wetlands extend offsite to the north, west, and south and are hydrologically connected to Ten Mile Creek. Please refer to Exhibit No. 3.0. Additional wetland descriptions are available in the RegPermitting file.

Wetland and OSW Impacts
No direct wetland impacts are proposed with this project. Secondary impacts will also be avoided as the permittee is providing an average 25-foot wide, minimum 15-foot wide upland buffer between the development and the onsite and offsite wetlands, as well as preserve signage as shown on Exhibit No. 2.0.

Construction of the project will include impacts to a small, 0.35-acre onsite OSW, as described in the Environmental Data Table. This OSW is hydrologically connected to onsite wetland 'W-1A'. Exhibit No. 3.0 identifies the location of the OSW being impacted. Based on a review of historic and current aerial imagery, this OSW was likely a natural tributary to the overall creek system. Although this OSW contains predominately exotic vegetation (Brazilian pepper, bishop wood and strawberry guava) and has been altered due to various human disturbances throughout recent decades, this feature does not appear to be artificially constructed, nor does it appear to be excavated from uplands. Therefore, the habitat functions this feature provides will require mitigation. Because this OSW connects to a freshwater forested (FF) wetland community and is currently functioning as a forested system, District staff determined mitigating a FF community would be appropriate to offset proposed OSW impacts.

At the time of application for construction of future phases that will include OSW impacts, the permittee shall submit an updated summary and map which shows the location and acreage of the OSW to be impacted.

District staff have determined the project meets the elimination and reduction criteria in Subsection 10.2.1, ERP AH Vol. I, as the project will avoid direct impacts to 100% of onsite and offsite wetlands, with the exception of the 0.35-acre OSW providing minimal forested wetland function. Additionally, the permittee is providing 0.06 additional FF mitigation bank credits on top of what is minimally required to offset the proposed functional loss to this feature.

Mitigation Plan
To mitigate for the 0.35 acres of OSW impacts, the permittee will purchase 0.18 FF credits (0.12 required + 0.06 extra) from Bluefield Ranch Mitigation Bank (BRMB), as depicted in Exhibit No. 3.1. The amount and type of required mitigation was determined using the Wetland Rapid Assessment Procedure (WRAP). The final scores and BRMB reservation letter can be found in Exhibit No. 3.1.

Cumulative Impact Analysis
Since the mitigation is not located within the same basin as the proposed impacts, a cumulative impact analysis was conducted for FF wetlands within the St. Lucie Basin (Basin) pursuant to Subsection 10.2.8, ERP AH Vol. I. This analysis can be found in Exhibit No. 3.2.

The analysis identified 17,248 acres of FF wetlands in the Basin, of which 5,836 acres (33%) are "at risk" and not protected by land use restrictions or dedicated as public preserve land. Wetlands preserved/ protected accounted for 67% of all FF wetlands in the Basin. Based on the applicant's analysis, if "at risk" FF wetlands within the Basin were impacted to the same extent as the proposed project and all mitigation was conducted outside the Basin, a loss of 0.66% of FF wetlands in the Basin would occur.

Based on the analysis provided and available information, the District has determined that the project will not result in unacceptable cumulative impacts to the St. Lucie Basin. This conclusion is project specific and does not apply to any other application.

Wetland Hydrology (Water Quality & Quantity)

The hydrology of the onsite and offsite wetlands is primarily influenced by Ten Mile Creek which flows in a north to south direction along the western property boundary and eventually east towards the St. Lucie River. The site, in its existing condition, generally slopes towards Ten Mile Creek with a significant drop-off in elevation (+/- 6.0 feet) which has been included in SWM modeling and is reflected on the provided topographic survey located in the RegPermitting file. Overland flow may contribute some hydrology to the adjacent wetlands. Approximate ordinary high water elevations for Ten Mile Creek were derived from ERP No. 56-107962-P for Creekside, located just upstream of the subject property.

The proposed project control elevation (11.50-ft NAVD) is slightly lower than the surveyed average wetland boundary elevation (11.97-ft NAVD); however, this wetland elevation may be inflated due to the significant topography change between the uplands and wetlands. Additionally, elevations within the onsite wetlands vary from north (~ 10.0-ft NAVD) to south (~ 9.5-ft NAVD). Due to the close proximity of the lakes and wetlands, the permittee provided a gradient analysis evaluating the compatibility of the proposed control elevations with the onsite wetlands. The closest horizontal distance between the wetland boundary and the nearest pond's water level at control elevation is 355 feet, which yields a gradient of 0.0031 ft/ft. Therefore, adverse gradient impacts to the adjacent wetlands are not anticipated.

To ensure the proposed SWM system will not adversely impact the wetland's hydroperiod, including the reduction in overland sheetflow to the wetlands, the project design includes discharge from the SWM system to the preserved wetlands, and ultimately Ten Mile Creek. The permittee provided calculations demonstrating the discharge volumes and rates to and from the wetlands are similar in the pre- and post-development conditions during the 5-year, 1-day storm event, indicating that the hydroperiod will not be negatively affected. In addition, a flap gate will be installed at the outfall pipe to prevent backflow from the wetlands. Please refer to Exhibit No. 2.1 for additional information.

Pursuant to Subsection 10.2.7, ERP AH Vol. I, drainage features such as spreader swales and discharge structures are acceptable within upland buffers, provided the construction and operation of these features does not impacts wetlands. The proposed outfall shown on Sheet C-3B of Exhibit No. 2.0 encroaches within the upland buffer approximately 14.0 feet and encompasses an approximate area of 210 square feet. Additionally, the permittee provided calculations demonstrating discharge velocities will not be erosive. Therefore, a revegetation plan for any temporary buffer impacts is not proposed and natural recruitment is expected to occur.

No water quality impacts are expected to occur as the permittee has provided calculations demonstrating that all runoff which enters each wetland area will receive the required water quality treatment.

Additionally, erosion and sediment control measures will be implemented both prior to and during the construction to ensure that no adverse water quality impacts to receiving waters and adjacent lands will occur during the proposed work.

Wetland Monitoring and Maintenance

In addition to the modeling provided by the permittee, pursuant to Subsection 10.2.2.4(c) ERP AH Vol. I, monitoring will be conducted by the permittee for a period of five consecutive years to further demonstrate the proposed activity will not result in the altering of water levels in the onsite/adjacent wetlands or OSWs. Monitoring includes vegetative cover, hydrologic conditions, as well as wildlife usage and recommendations for maintenance work. Maintenance will be conducted in perpetuity by the permittee to ensure the onsite wetlands are maintained in their existing, pre-development conditions, or better. Please refer to Exhibit No. 3.3.

Gordy Creek, LLC will be responsible for all monitoring and maintenance activities associated with the onsite wetlands, including the ongoing O&M of all SWM structures within the wetland buffer areas, ensuring they continue to perform effectively in managing water quality and quantity as designed.

Fish, Wildlife, and Listed Species

The OSWs to be impacted provide minimal habitat for wetland-dependent species. The proposed mitigation at BRMB will provide higher quality habitat for wetland-dependent and aquatic species. No aquatic or wetland-dependent listed species or species having special protection were observed to be using the uplands within the project for nesting or denning.

This permit does not relieve the permittee from complying with all applicable rules and any other agencies' requirements if, in the future, endangered or threatened species or species of special concern are discovered on the site.

Public Interest Test

The permittee has demonstrated that the proposed project is not contrary to the public interest in accordance with Subsection 10.2.3, ERP AH Vol. I. No adverse effects to fish and wildlife, navigation, fishing or recreational values, historical and archeological resources, or the relative values of function will occur as a result of the proposed activity.

Environmental Evaluation Tables:

Summary

Other Surface Waters:	0.35	acres
Direct Impacts:	0.35	acres
Secondary impacts:	0	acres

Total Mitigation Bank Credits

Mitigation Bank	Type	Total Credits Required	Total Credits Provided
Bluefield Ranch	FF	0.12	0.18
Total:			0.18

Activities in Wetlands or Other Surface Waters, With Mitigation at a Bank

ID	Acres	Community Description	Bank Name	Method	Current Score	With Score	Ratio or Add'l factor	Minimum Credits Needed
OSW-1	0.35	Rivers, Streams and Waterways	Bluefield Ranch	WRAP	0.347	0	1	0.12
Total:	**0.35**							

*Function provided by the OSW-1 was evaluated as a freshwater forested (FF) community. Therefore, credits to be purchased at BRMB will be for FF credits.

Related Concerns:

Water Use Permit (WUP) Status
Neither irrigation nor dewatering are required for the conceptual approval of this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

Water and Wastewater Service
St. Lucie County Utilities (St. Lucie Works)

Historical/Archaeological Resources
The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that no significant archaeological or historical resources are recorded on the project site; therefore the project is unlikely to have an effect upon any such resources.

This permit does not release the permittee from complying with any other agencies' requirements in the event that historical and/or archaeological resources are found on the site.

General Conditions for Conceptual Permits

1. This permit does not authorize any construction, alteration, maintenance, operation, removal, or abandonment, except where such activities are specifically authorized as the first phase of an individual permit or are authorized to occur in accordance with a general permit or exemption under Chapter 62-330, F.A.C.

2. This permit does not:
   (a) Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
   (b) Convey to the permittee or create in the permittee any interest in real property;
   (c) Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
   (d) Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

3. The permittee shall notify the Agency in writing:
   (a) Immediately if any previously submitted information is discovered to be inaccurate; and
   (b) Within 30 days of any conveyance or division of ownership or control of the property or the system, the name and contact information for the new owner.

4. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample, and test the project site to ensure conformity with the permit.

5. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

6. This conceptual approval permit only authorizes design concepts for a master or future plan to construct, alter, operate, maintain, remove, or abandon projects that require a permit under Part IV of Chapter 373, F.S. It does not authorize any construction, alteration, operation, maintenance, removal, or abandonment, or the establishment and operation of a mitigation bank, or relieve the permit holder of any requirements to obtain such permits.

7. Subsequent applications to construct and operate activities shall be prepared and submitted using the applicable procedures in Rules 62-330.052, 62-330.054, 62-330.060, and 62-330.402 F.A.C., and sections 4.2.2, 4.2.3, 4.3, and 4.4 of Volume I. An application for conceptual approval for a mitigation bank shall also include the materials required by Chapter 62-342, F.A.C.

8. Issuance of this conceptual approval permit is a determination, within the level of detail provided in the application, that the activities approved in this permit are consistent with applicable rules at the time of issuance. This permit provides the conceptual approval permit holder with a rebuttable presumption, during the duration of this permit, that the engineering design and scientific principles upon which the conceptual approval permit approved herein are likely to meet applicable rule criteria for issuance of permits for subsequent phases of the project, provided all of the following are met at the time of receipt of a complete application to construct and operate the future phases:
   (a) The application to construct and operate the future phases remains consistent with the designs and conditions of this permit. Primary areas for consistency comparisons include the size, location, and extent of the activities proposed, the type and nature of the activities, percent imperviousness, allowable discharge and points of discharge, location and extent of wetland and other surface water impacts, mitigation plans implemented or proposed, control elevations, extent of stormwater reuse, detention and retention volumes, and the extent of flood elevations.
   If an application for construction of any portion of the land area covered by this permit is inconsistent with

the design concepts and conditions approved herein, the application will be reviewed to determine the extent to which the inconsistency will affect the designs and conditions for the remainder of the lands contained in this permit. If the inconsistency will materially affect those designs and conditions, then the applicant must demonstrate that the holder of this permit agrees to that inconsistency. In such a case, the holder of the conceptual approval permit may:
1. Modify the conceptual approval permit to conform to the revised design;
2. Abandon reliance on the conceptual approval permit; or
3. Rely on those portions of the conceptual approval permit for only those areas that were not affected by the inconsistency.
(b) There are no changes to state water quality standards that would be affected by activities authorized in the conceptual approval permit that have not already been authorized for construction or operation.
(c) There have been no amendments to Florida law governing special basin criteria that would affect future activities authorized by the conceptual approval permit that have not already been authorized for construction.
(d) There are no substantive changes in the site characteristics that would affect whether the design concepts approved in the conceptual approval permit can continue to be reasonably expected to meet the conditions for authorizing construction of future phases. This shall include such things as changes in the designation of listed species, and changes to nesting, denning, and critical designation status of listed species that exist within the lands served by the project area.

9. If changes are proposed to the design of existing or future phases, or where there have been changes to state water quality standards, special basins, or site characteristics as described in conditions (3)(a) through (d), above, during the duration of this permit, the applicant must modify this permit if it wishes to continue to rely on this permit as a basis that reasonable assurance exists for the Agency to issue future construction or operation permits under the terms and conditions of this permit. If the permittee fails to do this, this conceptual approval permit can no longer be relied upon as a basis, in part or whole, under which permits to construct or operate future phases will be issued, and the Agency will reevaluate the terms and conditions of this permit at the time a permit application is received to construct the next phase of activities, or at the next requested extension of this permit's duration in accordance with subsection 62-330.056(11), F.A.C., whichever occurs first.

Special Conditions for Conceptual Permits

1. The Conceptual Approval shall expire on the date shown on page 2 of this permit, in accordance with Sections 62-330.056(9) and (10), F.A.C.

2. Perpetual O&M of the SWM system shall be the responsibility of Gordy Creek Residential Community Association, Inc.

3. Prior to any future construction, the permittee shall apply for and receive an Individual ERP. As part of the permit application, the applicant for that phase shall provide documentation verifying that the proposed construction is consistent with the design of the master stormwater management system, including the land use and site grading assumptions.

4. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or permittee associated with this project. Please refer to Chapter 68A-27, FAC for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to: FWCConservationPlanningServices@MyFWC.com.

5. Gordy Creek, LLC will be responsible for all monitoring and maintenance activities associated with the onsite wetlands, including the ongoing maintenance and operation of all stormwater management (SWM) structures within the wetland buffer areas, ensuring they continue to perform effectively in managing water quality and quantity as designed.

6. An average 25-foot wide, minimum 15-foot wide, buffer of undisturbed upland vegetation shall be maintained between the proposed development and existing wetlands.

7. Permanent physical markers designating the preserve status of the wetland preservation areas and buffer zones shall be placed at the intersection of the buffer and each lot line. These markers shall be maintained in perpetuity.

8. At the time of application for construction of future phases that include the proposed OSW impacts, the applicant shall submit an updated summary and map which shows the location and acreage of the OSW impacts.

9. All future SWM areas located in the undeveloped areas of this site shall meet the District's lake-wetland separation criteria as outlined in Section 3.12, ERP AH Vol. II. Additionally, if future construction phases propose changes to the conceptually approved lake locations, configurations, and/or control elevations, an updated gradient analysis will be required.

10. Upon submittal of an application for construction approval where wetlands will receive water from the SWMS, the permittee shall submit a wetland baseline and monitoring plan for review by District staff. The plan shall be subject to the approval of District staff and the environmental criteria in effect at the time of the construction permit application.

Distribution List

Lara Swanson, Zentex Ventures LTD

Katie Rodgers, Mills, Short, and Associates

James Mills, Mills, Short & Associates

Sophie Wild, Bio-Tech Consulting

Audubon of Florida

City of Port St Lucie - Planning and Zoning Division

City of Port St Lucie - Public Works

US Army Corps of Engineers - Permit Section

St. Lucie County Engineer

St. Lucie County Planning and Development Services

City Of Fort Pierce

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's RegPermitting website at www.sfwmd.gov/regpermitting and searching under this application number 240423-43466.

Exhibit No. 1.0 Location Map

Exhibit No. 2.0A Construction Plans Pt1

Exhibit No. 2.0B Construction Plans Pt2

Exhibit No. 2.1.A SWM Calculations Pt 1

Exhibit No. 2.1.B SWM Calculations Pt 2

Exhibit No. 2.1.C SWM Calculations Pt 3

Exhibit No. 2.2 O&M Documents

Exhibit No. 3.0 Wetland and OSW Map

Exhibit No. 3.1 WRAP Scores & BRMB Reservation Letr

Exhibit No. 3.2 Cumulative Impact Analysis

Exhibit No. 3.3 Monitoring and Maintenance Plan

Exhibit No. 4.0 Draft Declaration of Covenants

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.

- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner’s attorney or qualified representative, if any.
3. An explanation of how the petitioner’s substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District’s decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District’s proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District’s proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District’s proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: Kev Freeman, Planning Director

FROM: Sara Hedges, City Attorney *SH*

RE: Gordy Creek Master PD

CAO RLS FILE: RLS 25-179

DATE: September 4, 2025

I have reviewed the above Request for Legal Services (RLS) related to a rezoning Ordinance and Planned Development Zoning Agreement for Gordy Creek Planned Development. This is a resubmitted review related to RLS 25-001. Upon second review of the Ordinance and Agreement, please note the following:

Ordinance:

1. Ordinance required changes to correct sentences that were not grammatically correct which affected the meaning. Please review the Ordinance carefully to ensure the changes I have made resulted in your intended meaning for the Ordinance.
2. The Special Conditions of Development were not included in the Ordinance as an Exhibit. I have included them as an Exhibit (taken from the Agreement), as is the normal course for this type of Ordinance. Please note, Point 1 in the Special Conditions of Development is missing a date, which you will need to fill in.

Agreement:

1. You will need to fill in the Ordinance number, once obtained, in the Whereas Clauses.
2. The draft did not include the Owner's principal place of business. You will need to include this information.
3. The draft included language that the Term of the Agreement was to be in place until terminated or violated (which could theoretically mean forever). This language is inconsistent with all other Agreements the City has drafted and approved. Further, it is inconsistent with the City's Code of Ordinances, since a Master PD approval is good for two (2) years. I have amended this language to be consistent with other Master PD Agreements that have been reviewed recently.
4. The draft included language that phasing changes would be considered "minor amendments". This would mean such would not come back to the City Commission for approval. This language is problematic for multiple reasons. First, this is a Master PD, so

the Phasing will be required to come back to the City Commission at Final PD approval. Second, the language included in the draft for the Phasing contains far less information from what has been approved in prior phased developments. Please review the Template for these Agreements for the type of detail expected. I have amended this language to allow for necessary changes at Final PD approval.

5. I have deleted the language in Section F allowing for multiple different Final PD approvals. One Final PD approval should be granted. If later amendments are needed to the Final PD, the owner can apply for those in accordance with the Code of Ordinances.
6. The draft did not include the maximum number of Dwelling Units that could be constructed, but based on language included elsewhere, I believe this to be 316. Such language has been included in Section H. If the maximum number is something other than 316, please correct that number in Section H. Also, note that the Whereas clauses say this PD is to be 316 single family dwelling units, but the permitted uses included in the draft include additional types of residential units. You should review this to delete those that are not specifically being authorized with this Master PD.
7. Language was included in the draft at Section G that appears to authorize the Owner to develop the property based on this Master PD approval. That is incorrect. The Owner cannot develop the property unless and until Final PD approval is given. I have included additional language to make this distinction clear.
8. The Maximum Building Height was not included in Section H. I have included the language with a blank for you to fill in the correct maximum height.
9. Section I(1)(a) included language related to when the Trail must be built that does not make sense, and I cannot determine what was intended. The language is:

   > Owner shall construct the Trail or before the issuance of building permits for the 315th residential unit within the Project.

   I have highlighted the language that is confusing. It is not clear if this is required to be built before the last of the 315 is issued a building permit or the first of the 315. This language should be amended. Also, a requirement such as this should be included in the sections related to the Development Timeline and the Phasing of the Project. If you choose not to do so now, I recommend such be done when this is amended at Final PD approval.
10. Section M of the draft included language that is not in the Template for this type of agreement and is legally incorrect related to the authority of this Agreement to overrule the City’s Code of Ordinances. The language was also in conflict with the Agreement’s language itself found at least in Section N. I have deleted this language and included the correct language for this Section.
11. Section O of the draft, as submitted, includes incomplete language as to the Plan # that the remilling must follow. Please include this Plan # in the Agreement.
12. The language for the Breach of the Agreement was deleted from this draft. I have included it back into the Agreement. This should not be deleted again in any Agreement moving forward.
13. Section V of the draft is missing the address for the Owner and any CC for Notices. You will need to fill these in.
14. In Section BB, I have included language, per the request of the City Clerk, that the Agreement without the Exhibits is to be filed in the Public Records. This is due to the extreme cost associated with filing an Agreement with a high number of pages. If the

Owner would prefer the Exhibits be filed in the Public Records as well, I recommend this language be deleted and the Section be modified to require the Owner assume the cost of filing.

15. The Section titled "Negotiated Contract" has been deleted for the following reasons: 1. It is legally incorrect, as this Master PD approval does not give the Owner or its successors the legal right to develop the property; 2. This is not part of the Template Agreement; and 3. It contains numerous redundancies that are already included throughout the Agreement.
16. Exhibit 3 is missing the date for Point 1. This will need to be filled in by you.

I have included Track Changes and Clean Copy versions of both the Ordinance and the Agreement. With your review of the above and correction of any additional terms that need corrected as explained above, the Ordinance and Agreement are approved as to form and correctness.

Please note, the Clean Copy of the Ordinance will still need the date included in the Special Conditions of Development and the Clean Copy of the Agreement includes the changes I have made, not the changes still needed or recommended, as explained above.

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 Florida
PLANNING DEPARTMENT

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME/ ORD# 25-036 - PD2024-00008; PD – GORDY CREEK PD FINAL SITE PLAN

NOTICES PROVIDED PURSUANT TO: City Code and State Statute

NOTICE BY NEWSPAPER: November 16, 2025

NOTICE BY MAIL: November 11, 2025

NOTICE BY SIGNS: October 31, 2025

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE: **DATE:** November 19th, 2025

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Received
NOV 24 2025
City Clerk's Office

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

SCN StLucie-IndianRv-Stuart	11/16/2025
SCN tcpalm.com	11/16/2025

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 11/16/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$160.16	
Tax Amount:	$0.00	
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Order No:	11837292	# of Copies:
Customer No:	1126527	0
PO #:	LSAR0407124	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Section 166.041 (3)(a) of Florida State Statutes, will on Monday, December 1, 2025 at 5:05 p.m. hold a Quasi-Judicial Public Hearing on first reading and will on Monday, December 15, at 5:05 p.m. hold a second reading (legislative) 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 25-036: 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 FINAL 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 16 2025
LSAR0407124

City Commission Regular Meeting - 5:05 PM **13. A.**

Meeting Date: 12/01/2025

Re: Prado and Prado v. City of Fort Pierce Settlement Offer

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

A vote is requested to accept, reject, or counter a settlement offer received from the Plaintiffs in Case No. 2025CA001296: Prado and Prado v. City of Fort Pierce, et al.

SUMMARY:

On May 19, 2025, the City Commission denied a Master Planned Development application from Franco Prado. Instead of filing for Certiorari Review by the Circuit Court, the Plaintiffs filed a Complaint for Declaratory Judgment. The City filed a Motion to Dismiss the Complaint. The Court dismissed the Complaint without prejudice and gave the Plaintiffs thirty (30) days to file an Amended Complaint. As of the creation of this agenda item, an Amended Complaint has not been filed by the Plaintiffs.

Instead, a settlement offer was received from the Plaintiffs proposing that instead of amending the Complaint, the Plaintiffs will dismiss the Complaint, with Prejudice, provided the City waives the application fees for them to reapply for the zoning map amendment. The letter received is attached to the agenda item.

Section 125-135 of the Code of Ordinances allows a reapplication for an amendment to the text of the zoning ordinance or zoning atlas after six (6) months following a previous denial of a substantially similar request.

RECOMMENDATION:

Staff will proceed as directed.

ALTERNATIVES:

The City Commission could:

1. Accept the offer,
2. Reject the offer, or
3. Propose a counteroffer.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney

COORDINATED WITH:

Richard Chess, City Manager
Kevin Freeman, Planning Director

Fiscal Impact

OTHER INFORMATION:

Cost to waive application fee.

Attachments

Settlement Offer Letter

Form Review

Inbox	Reviewed By	Date
City Manager	Richard Chess	11/14/2025 11:18 AM

Form Started By: Sara Hedges   Started On: 11/12/2025 04:45 PM

Final Approval Date: 11/14/2025

The Law Office of
THOMAS J. GRUSECK, P.A.

500 S. Australian Ave., Suite 600
West Palm Beach, FL 33401
(561) 676-8681
t.gruseck@gmail.com

October 28, 2025

Via email to: shedges@cityoffortpierce.com

Sarah Hedges, Esq.
City Attorney
City of Fort Pierce
100 North US 1
Fort Pierce, FL 34950

RE: Prado v. City of Fort Pierce, *et al*.
Case No. 2025CA001296

PRIVILEGED AND CONFIDENTIAL SETTLEMENT PROPOSAL

Dear Ms. Hedges:

As you know, my clients have thirty days to amend their complaint in the above-referenced case, and as was also discussed at the recent hearing, they would be entitled to re-apply for the zoning map amendment after six months have elapsed from the date of the denial, which is also coming up in about a month.

In light of the foregoing, my clients propose the following resolution to this case. They will forego amending the complaint and allow the case to be dismissed with prejudice, provided that the City waives the application fees for them to reapply for the zoning map amendment. Since all of the studies and reports for the property and its proposed use have already been done, and done recently, there shouldn't be a need for the $5,000.00 application fee to be paid again.

I look forward to your response.

Sincerely,

/s/ Thomas J. Gruseck

Thomas J. Gruseck, Esq.
Attorney for Plaintiffs

cc: clients

INVENIEMVS
VIAM AVT
FACIEMVS

City Commission Regular Meeting - 5:05 PM **13. B.**

Meeting Date: 12/01/2025

Re: Resolution 25-R79 Sunrise Village Affordable Housing Loan Approval

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Resolution 25-R79 authorizes a loan for the Sunrise Village affordable housing project and approves associated loan documents.

SUMMARY:

The Developer intends to build a 106 unit affordable housing project known as Sunrise Village. The Developer requested financial assistance from the City to support the project. City previously approved financial assistance to the Developer to assist in their ability to obtain a reduced interest rate loan from the Florida Housing Finance Corporation. Upon award of the Florida Housing Finance Corporation tax credits, the City and Developer have negotiated a loan for $460,000 with a 6.50% interest rate. The loan following documents comprise the "Loan Documents" to be approved to finalize the City's loan contribution to the affordable housing project:

City Mortgage
Promissory Note and Loan Agreement
Declaration of Covenants and Restrictions
Subordination Agreement
Right-of-Way Deed of Dedication
Utility Easement

The Loan Documents will be held in escrow until closing.

RECOMMENDATION:

Staff will proceed as directed.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Richard Chess, City Manager
Johnna Morris, Finance Director
Sara Hedges, City Attorney
Shyanne Harnage, Director of Community and Economic Development

COORDINATED WITH:

Kevin Freeman, Planning Director
Mark Zrallack, City Engineer
Stefanie Beskovoyne, FPUA General Counsel
Randy Alligood, Esq., Nelson Mullins
Barbara Ferrer, Esq., Stearns Weaver Miller Weissler Alhadeff & Sitterson, PA

Fiscal Impact

OTHER INFORMATION:

TBD

OTHER INFORMATION:

Loan of $460,000 paid back at 6.50% interest.

Attachments

Resolution No. 25-R79
Exhibit A - City Mortgage
Exhibit B - Promissory Note and Loan Agreement
Exhibit C - Declaration of Covenants
Exhibit E - Right-of-Way Deed of Dedication
Exhibit F - Utility Easement

Form Review

Inbox	Reviewed By	Date
Stop has been removed (Originator)	Linda Cox	11/12/2025 09:09 AM
Stop has been removed	Sara Hedges	11/25/2025 02:33 PM
City Manager		
City Manager		
Form Started By: Shyanne Harnage		Started On: 11/05/2025 05:22 PM

RESOLUTION 25-R79

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, APPROVING A LOAN TO BLUE ST. LUCIE, LLC RELATING TO THE SUNRISE VILLAGE AFFORDABLE HOUSING PROJECT; APPROVING A DECLARATION OF COVENANTS AND RESTRICTIONS AGREEMENT; APPROVING A RIGHT OF WAY DEED OF DEDICATION; APPROVING A UTILITY EASEMENT; AUTHORIZING THE EXECUTION OF DOCUMENTS TO BE HELD IN ESCROW; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce ("City") is a municipal corporation organized and existing under the laws of the State of Florida, with all home rule powers and authority set forth in the Florida Constitution, Chapter 166, Florida Statutes, and its Charter; and

WHEREAS, Blue St. Lucie M, LLC is a Florida Limited Liability Company formed by Blue St. Lucie, LLC to manage this Project; and

WHEREAS, showing continuity of management, Shawn Wilson serves as a Manager for both Blue St. Lucie, LLC and Blue St. Lucie M, LLC (collectively, "Developer" hereinafter); and

WHEREAS, the Developer is under contract to become the owner and developer of certain real property within the City upon which it proposes to construct a 106 unit affordable housing project known as Sunrise Village ("Project"); and

WHEREAS, Developer previously requested financial assistance from the City to support the Project, asserting that the Project would further the City's goals of providing and preserving affordable housing for residents of low- and moderate-income households; and

WHEREAS, pursuant to various approvals of the City Commission, the City agreed to provide financial assistance to Developer in the form of a reduced interest rate loan related to Developer's application to the Florida Housing Finance Corporation ("FHFC"); and

WHEREAS, the City originally agreed to provide financial assistance to the Developer for their FHFC application utilizing Community Development Block Grant ("CDBG") Program funds; and

WHEREAS, the CDBG funds were no longer available and able to be loaned to the Borrower upon the Developer's award of the FHFC tax credits and request for the City to provide funding; and

WHEREAS, further discussions and negotiations were held to determine the ability of the City to provide loan assistance to the Developer through another avenue; and

WHEREAS, the City and Developer have negotiated the terms of this loan as an alternative to CDBG funds being loaned to the Developer, in substantially the form as the Promissory Note and Loan Agreement (the "Loan"); and

WHEREAS, the loan is intended to resolve any dispute related to the City's obligation to provide loan assistance or funding to the Developer; and

WHEREAS, the City has determined that the provision of this Loan to the Developer, on terms mutually agreed upon and documented, serves a valid and lawful public purpose because it will ultimately promote and facilitate the creation of affordable housing within the City, address demonstrated community housing needs, and advance the City's legitimate government objectives; and

WHEREAS, the City Commission finds that the loan transaction contemplated does not constitute a prohibited lending of the City's credit under Florida law, because there is no direct or indirect undertaking by the City to pay a debt of a third party, no public property is placed in jeopardy by a default of a third party, and the loan will be made in furtherance of a public purpose to ultimately support affordable housing; and

WHEREAS, as a condition of City making the Loan, the City and the Developer have negotiated and desire the property be subject to certain land use covenants and restrictions to enforce the 106 units are affordable housing as outlined in substantially the form of the Declaration of Covenants and Restrictions attached hereto as Exhibit C; and

WHEREAS, the City and Developer desire to set for the terms of the Loan upon the Developer closing on the property subject to the Project and taking ownership of the property;

WHEREAS, as a condition of the Loan, the City and Developer have agreed to a Right-of-Way Deed of Dedication, attached hereto as Exhibit D; and

WHEREAS, as a condition of the Loan, the City and Developer have agreed to a Utility Easement for the use and benefit of the Fort Pierce Utilities Authority, attached hereto as Exhibit E; and

WHEREAS, the Fort Pierce Utilities Authority is set to consider the approval and authorization of the Utility Easement on December 2, 2025; and

WHEREAS, the City desires to approve the Utility Easement, conditioned upon the Fort Pierce Utilities Authority's approval of the Utility Easement; and

WHEREAS, the signature pages for the City Mortgage, Promissory Note and Loan Agreement, Declaration of Covenants and Restrictions, Subordination Agreement to TD Bank, N.A., Right-of-Way Deed of Dedication, and Utility Easement (collectively, the "Loan Documents") will be held in escrow until the closing on the property subject to the Project and pursuant to the Sunrise Village Closing – Delivery of Documents into Escrow Letter, attached as Exhibit G.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION FOR THE CITY OF FORT PIERCE, FLORIDA AS FOLLOWS:

Section 1. The City Commission hereby approves the loan to the Developer with the terms and conditions outlined in the City Mortgage and the Promissory Note and Loan Agreement, in substantially the form attached hereto as Exhibit A and Exhibit B, respectively, together with such non-substantive revisions as may be approved by the City Attorney.

Section 2. The City Commission hereby approves the Declaration of Covenants and Restrictions, in substantially the form attached hereto as Exhibit C, together with such non-substantive revisions as may be approved by the City Attorney.

Section 3. The City Commission hereby approves the Subordination Agreement to TD Bank, N.A., in substantially the form attached hereto as Exhibit D, together with such non-substantive revisions as may be approved by the City Attorney.

Section 4. The City Commission hereby approves the Right-of-Way Dedication, in substantially the form attached hereto as Exhibit E, together with such non-substantive revisions as may be approved by the City Attorney.

Section 5. The City Commission hereby approves the Utility Easement, in substantially the form attached hereto as Exhibit F, conditioned upon the Fort Pierce Utilities Authority's approval of the Utility Easement, together with such non-substantive revisions as may be approved by the City Attorney.

Section 6. The Mayor is hereby authorized to execute all Loan Documents approved in this Resolution.

Section 7. The signature pages for all Loan Documents are to be held in escrow by the escrow agent, Nelson Mullins Riley & Scarborough, LLP, until the closing of property sale for Sunrise Village, pursuant to the Escrow Letter, attached at Exhibit G, authorized to be executed and effectuated by the City Attorney.

Section 8. The Mayor, City Manager, City Attorney, and other appropriate City officials are hereby authorized to take all actions necessary or desirable to carry out the intent of this Resolution.

Section 9. If any section, subsection, sentence, clause, phrase, or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

Section 10. This Resolution shall take effect immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this ___ day of ____________________, 2025.

____
Linda Hudson, Mayor Commissioner

ATTEST:

____
Linda Cox, City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

____
Sara Hedges, City Attorney

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
After Recording Return to:
Nelson Mullins Riley & Scarborough LLP
390 N. Orange Avenue, Suite 1400
Orlando, Florda 32801
Randal Alligood, Esq.

THIS MORTGAGE AND THE NOTE SECURED HEREBY ARISE OUT OF OR ARE GIVEN TO SECURE THE REPAYMENT OF A LOAN ISSUED IN CONNECTION WITH THE FINANCING OF HOUSING AND ARE EXEMPT FROM DOCUMENTARY STAMP TAX AND INTANGIBLE TAX PURSUANT TO SECTION 420.513(1), FLORIDA STATUTES.

CITY MORTGAGE
(Sunrise Village)

THIS CITY MORTGAGE, hereinafter referred to as the "Mortgage" is made on or as of the ____________________________, 2025, by Blue St. Lucie, LLC, a Florida limited liability company, hereinafter referred to as "Borrower," whose principal address is 180 Fountain Parkway N, Suite 100, St. Petersburg, Florida 33716 , in favor of the City of Fort Pierce, a Florida municipal corporation whose principal address is 100 North U.S. 1 Fort Pierce, Fl 34950, hereinafter referred to as "Lender".

RECITALS:

WHEREAS, the Borrower is the owner of certain real property more specifically described in Exhibit "A", which is attached hereto and incorporated herein by reference (the "Land")and intends to develop on the Land a new 106 unit affordable rental housing project to be known as Sunrise Village (the "Project"); and

WHEREAS, Lender and Borrower have entered into that certain Promissory Note and Loan Agreement, dated ____________________, 2025 (the "Note"), pursuant to which Lender will make a loan (the "Loan") to Borrower in the amount of FOUR HUNDRED SIXTY THOUSAND and NO/100 Dollars ($460,000) to pay costs in connection with the development of the Project; and

WHEREAS, the Lender requires and the Borrower desires to grant this Mortgage to Lender to secure the repayment of the Loan and all other obligations of the Borrower under the Note and this Mortgage.

WITNESSETH:

To secure the payment of the outstanding balance of the Loan in the principal amount of up to FOUR HUNDRED SIXTY THOUSAND and NO/100 Dollars ($460,000) and all other indebtedness which Borrower is obligated to pay to Lender pursuant to the provisions of the Note and this Mortgage, Borrower hereby grants, conveys and mortgages to Lender, subject to the rights of any prior mortgagees, all of its right, title and interest in:

(a) the Land described on Exhibit A attached hereto; and

(b) any improvements now or hereafter erected on the Land (the “Improvements”), and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Land or the Improvements, all of which, including replacements and additions hereto; and

(c) any awards now or hereafter made for the taking of the property mortgaged hereby, or any part thereof (including any easement) by the exercise of the power of eminent domain, including any award for change of grade of any street or other roadway, which awards are hereby assigned to Lender and are deemed a part of the property mortgaged hereby; and Lender is hereby authorized to collect and receive the same toward the payment of indebtedness secured by this Mortgage, notwithstanding the fact that the amount thereon may not then be due and payable; and

(d) any land lying in the streets, roads, or alleys adjoining to the Land; and

(e) any fixtures attached to any Improvements, now owned or hereafter acquired or attached; and

(f) any articles of personal property relating the property mortgaged hereby, now owned or hereafter acquired.

All Borrower’s right, title and interest in the above-described property are hereinafter collectively referred to as the "Mortgaged Property."

TO HAVE AND TO HOLD the Mortgaged Property and every part thereof unto Lender, its permitted successors and assigns for the purposes and uses herein set forth.

AND Borrower further covenants and agrees with Lender, as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST.

Borrower shall promptly pay the indebtedness evidenced by the Note, and all other charges and indebtedness provided therein and in this Mortgage, at the times and in the manner provided in the Note and in this Mortgage.

2. FUNDS FOR TAXES, ASSESSMENTS AND LIENS.

Borrower shall pay before the same become delinquent, as hereinafter provided, all taxes, assessments, and other governmental charges, fines and impositions, of every kind and nature whatsoever, now or hereafter imposed on the Mortgaged Property, or any part thereof, and will pay when due every amount of indebtedness secured by any lien to which the lien of this Mortgage is expressly subject. Borrower will have the right to reasonably contest any such tax, charge or lien in good faith, provided the rights of Lender are not adversely affected.

3. COMPLETION OF IMPROVEMENTS.

This Mortgage and the Note are executed and delivered to secure moneys advanced to Borrower for the purpose of constructing on the Land, Improvements consisting of 106 rental apartment units and related amenities. The apartment units shall be constructed and rented to tenants in compliance with the Declaration of Restrictive Covenants recorded in the Public Records of St. Lucie County (the “DRC”). If the construction or installation of the Improvements shall not be carried out with reasonable diligence, or shall be discontinued at any time for a period of thirty (30) consecutive days for any reason other than strikes, lock-outs, acts of God, fires, floods, pandemics, or other similar catastrophes, such as riots, war or insurrection, or other events beyond the reasonable control of Borrower, Lender, after due notice to Borrower, is hereby authorized but has no obligation (A) to enter upon the Mortgaged Property and employ any watchman, protect the Improvements from depredation or injury and to preserve and protect such property, (B) to carry out any or all the existing contracts between Borrower and other parties for the purpose of making any of the Improvements, (C) to make and enter into additional contracts and incur obligations for the purposes of completing any portion of the Improvements pursuant to the obligations of Borrower hereunder either in the name of Lender or Borrower, and (D) to pay and discharge all debts, obligations and liabilities incurred by reason of any action taken by Lender as provided in this Paragraph, all of which amounts so paid by Lender, with interest thereon from the date of each such payment at the rate indicated in the Note, shall be payable by Borrower to Lender on demand and shall be secured by this Mortgage.

4. BUILDING REMOVAL, ADDITIONS AND COMPLIANCE WITH REQUIREMENTS.

No building, structure, improvement, fixture or personal property mortgaged hereby shall be removed or demolished without the prior written consent of Lender except for (a) obsolete or worn property, which if necessary for the operation of the Mortgaged Property, is replaced by adequate substitutes equal or greater in value than the replaced items and (b) inventory and goods in the ordinary course of business. Borrower will not make, permit, or suffer any material alteration of or addition to any building, structure or improvement which may hereafter be erected or installed upon the Mortgaged Property, or any part thereof, except the Improvements, nor will Borrower use, or permit or suffer the use of, any of the Mortgaged Property for any purpose other than the purpose or purposes for which the same is now intended to be used, without the prior written consent of Lender. Borrower will maintain the Mortgaged Property in good condition and state of repair and will not suffer or permit any waste to any part thereof, and will promptly comply with all the requirements of Federal, State and local governments or of any departments, divisions or bureaus thereof, pertaining to such property or any part thereof.

5. CHARGES AND LIENS.

Borrower will not voluntarily create, or permit or suffer to be created or to exist, on or against the Mortgaged Property or any part thereof, any lien or encumbrance and will keep and maintain the same free from the claims of all parties supplying labor and/or materials which will enter into the construction or installation of the Improvements. Notwithstanding, the following liens and encumbrances are permitted: (a) that certain first mortgage construction loan by TD Bank, N.A., a national association in the original principal amount of up to $__________ ("First Mortgage Loan"), secured by a first mortgage and which is evidenced and secured by separate first mortgage loan documents; and (ii) any substitution or refinancing of any of the foregoing loans regardless of the amount of such substitution or refinancing and regardless of who the lender is, including without limitation, the anticipated permanent loan from Grandbridge and Freddie Mac in the anticipated amount of up to $_________ (altogether, the "Senior Debt"); (b) any such liens and encumbrances provided on the Borrower's title policy provided to Lender in connection with the closing of the Loan; (c) utility, cable, or other similar liens, encumbrances, claims or easements that are customarily granted for the operation of similar projects or in the ordinary course of business of operating an apartment complex; (d) residential leases; (e) any encumbrances permitted under the Borrower's operating agreement and (f) and any other encumbrances to which Lender has consented or to which any holder of any portion of the Senior Debt ("Senior Lender") has consented (altogether, "Permitted Encumbrances"). The Loan secured hereby and the terms of this Mortgage shall be subordinate in all respects, including in lien and payment to the Senior Debt and the agreements, documents and instruments executed by Borrower in connection therewith. Lender agrees that it will execute and deliver if requested by any holder of the Senior Lender, a subordination agreement in the form and substance reasonably acceptable to such holder.

6. NOTICE OF FIRE OR CASUALTY.

Borrower will give immediate notice by registered or certified mail to Lender of any fire, damage or other casualty affecting the Mortgaged Property or any part thereof outside the ordinary course of business.

7. COVERAGE OF INSURANCE POLICIES.

a. Borrower will keep all buildings, other structures and improvements insured against loss by fire, flood (when applicable) and other hazards, casualties and contingencies in such amounts and manner and for such periods as reasonably required by the Senior Lender. The Lender shall be listed as an additional insured on all such insurance policies.

b. In the event of loss or damage to the Mortgaged Property, Borrower will give to Lender immediate notice thereof by mail, at the address herein above stated and Lender may make and file proof of loss if not made otherwise promptly by or on behalf of Borrower or by a Senior Lender. Unless Borrower and Lender otherwise agree in writing, insurance proceeds shall be applied to restoration or repair, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired, subject to the Senior Debt. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage with the excess, if any, paid to Borrower, subject to the Senior Debt.

c. At least thirty (30) days prior to the expiration of each policy, the Borrower will furnish the Lender with evidence satisfactory to the Lender of the payment of premium and the reissuance of a policy continuing insurance in force as required by this Mortgage. All policies will contain a provision that the policies will not be cancelled or materially amended (including any reduction in the scope or limits of coverage), without at least ten (10) days prior written notice to the Lender. If all or any part of the insurance will expire, or be withdrawn, or become void or unsafe, by reason of the Borrower's breach of any condition, or if Borrower does not procure insurance as required herein, the Borrower will place new insurance on the premises, satisfactory to the Lender. Borrower’s compliance with the insurance requirements of any Senior Debt shall be deemed compliance with the terms of this Section 7.

8. TAXES.

In order to protect more fully the security of this Mortgage, Borrower shall promptly submit to Lender upon request, or Lender's designated agent, the St. Lucie County Tax Invoice for the Mortgaged Property. Such invoice shall show either that no taxes are due because they have already been paid in full or be accompanied by a receipt showing taxes have been paid in full or Borrower shall provide reasonable evidence the taxes are exempt.

9. LOCAL ORDINANCES.

The Improvements and all plans and specifications shall comply with all applicable local ordinances, regulations and rules made or promulgated with lawful authority.

10. PROTECTION OF LENDER'S SECURITY.

If Borrower fails to perform the covenants and agreements contained in this Mortgage, excluding any lien to which this Mortgage is expressly subject, or if any action or proceeding is commenced which materially affects Lender's interest in the Mortgaged Property, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option and subject to the Senior Debt, upon notice to Borrower, may make such appearances, disburse such sums, and take such action as is reasonably necessary to protect Lender's interest, including, but not limited to seeking all available legal or equitable remedies under Florida law including but not limited to, disbursement of reasonable attorney's fees at trial, appellate and bankruptcy levels and entry upon the Mortgaged Property to make repairs.

Any amounts disbursed by Lender pursuant to this Paragraph with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payments, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the highest rate payable under Florida law from time to time on outstanding principal under the Note. Nothing contained in this Paragraph shall require Lender to incur any expense or take any action hereunder.

11. LENDER INSPECTIONS.

Lender, or any of its Agents or Representatives, shall have the right to inspect the Mortgaged Property upon reasonable written notice, which shall not be less than three (3) business days. Should the Mortgaged Property, or any part thereof, require repair, care or attention, then, after written notice as provided herein (Paragraph 16) to Borrower, and Borrower's failure to so perform, Lender may (but does not have any obligation to do so) enter or cause entry to be made upon the Mortgaged Property and repair, protect and maintain the Mortgaged Property as Lender may deem necessary. Any and all money that Lender must pay to accomplish the proper maintenance on the Mortgaged Property shall become due and payable under the provisions of Paragraph 10.

12. EVENT OF DEFAULT.

An Event of Default will be the occurrence of any one of the following events and expiration of the applicable cure period set forth in Paragraph 13 below, upon the occurrence of which Event of Default, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable:

a. Failure to pay the amount of any installment of principal and interest, or other charges payable on the Note, which shall have become due, prior to the due date of the next such installment;

b. Material nonperformance by Borrower of any covenant, agreement, term, or condition of this Mortgage or the Note after Borrower has been given due notice in accordance with Paragraph 13 below by Lender to cure such nonperformance and sixty (60) days to cure;

c. Failure of Borrower to perform any covenant, agreement, term or condition in any instrument creating a lien upon the Mortgaged Property, or any part thereof, which shall have priority over the lien of this Mortgage which continues beyond sixty (60) days after notice thereof from Lender to Borrower and any applicable grace or cure period and for which a default has been declared in writing;

d. Failure by the Borrower to submit promptly to the Lender or Lender's designated agent proof of payment of all insurance and taxes, as required herein; and

e. The failure to pay ad valorem, if any, and/or tangible personal property taxes for the Mortgaged Property and such payment is continuing beyond a reasonable period of time after receiving written notice from the Lender.

Notwithstanding anything to the contrary herein, for clarification, direct or indirect transfers of membership interest in the Borrower are not prohibited under this Mortgage or the Note and shall not result in an Event of Default.

13. OPTION OF MORTGAGEE UPON EVENT OF DEFAULT.

Upon the occurrence of An Event of Default, Lender, prior to acceleration, shall mail notice to Borrower and Borrower's investor member as is provided in Paragraph 16 hereof, specifying:

a. The breach;

b. The action required to cure such breach;

c. A date not less than ten (10) days from the date the notice is mailed to Borrower by which such breach must be cured if the default is a monetary default, and a date not less than thirty (30) days from the date the notice is mailed to Borrower by which such breach must be cured if the default is a non-monetary default; and

d. That failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings, and sale of the Mortgaged Property. The notice shall further inform Borrower of the right to assert in the foreclosure proceedings the non-existence of a default, or any other defense of Borrower to acceleration and foreclosure.

If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceedings. Lender shall be entitled to collect in such proceedings all expenses of foreclosure, including, but not limited to, reasonable attorney's fees at trial, appellate and bankruptcy levels and costs of documentary evidence, abstract, title reports and court costs.

Notwithstanding anything to the contrary contained herein, if an Event of Default occurs, prior to exercising any remedies hereunder, Lender shall give Borrower and Borrower's investor member (the "Investor") simultaneous written notice of such default. Any notice delivered to Borrower shall be deemed ineffective and not delivered until a copy of the notice is delivered to Investor as set forth in Section 16 below. Lender hereby agrees that any cure of any default made or tendered by Investor shall be deemed to be a cure by Borrower, and accepted or rejected on the same basis as if made or tendered by Borrower. Investor shall have a period of thirty (30) days after receipt of notice, or such longer period of time as may be set forth herein, to cure a default prior to exercise of remedies by Lender hereunder or under any related documents.

13. APPOINTMENT OF RECEIVER.

Lender in any action to foreclose this Mortgage may be entitled to have a receiver appointed by a court of law as a matter of right and without regard to the value of the Mortgaged Property or the solvency of Borrower or other parties liable for the payment of the Note and other indebtedness secured by this Mortgage. Said receiver shall enter upon, take possession of and manage the Mortgaged Property, and will collect rents of the Mortgaged Property, including those past due. All rents collected by the receiver shall be applied first to payments of the costs of management of the Mortgaged Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

15. FORBEARANCE BY LENDER NOT A WAIVER.

Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of indebtedness secured by this Mortgage.

16. NOTICE.

Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the property address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address below, or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

LENDER: City of Fort Pierce, Florida
100 N US Hwy 1
Fort Pierce, Florida 34950

WITH COPY TO:

City Attorney
100 N. US Hwy 1
Fort Pierce, Florida 34950

BORROWER:

Blue St. Lucie, LLC
c/o Blue Sky Communities LLC
180 Fountain Parkway N
Suite 100
St. Petersburg, Florida 33716
Attention: Shawn Wilson
Telephone: (813) 514-2100

WITH COPY TO:

Nelson Mullins Riley & Scarborough LLP
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Randy Alligood, Esq.
Telephone: (407) 669-4202
Email: randy.alligood@nelsonmullins.com

INVESTOR MEMBER:

[RJ MT [Blue St. Lucie] L.L.C.]
880 Carillon Parkway
St. Petersburg, Florida 33716
Attention: Steven J. Kropf, President
Telephone: (727) 698-9488
Email: Steve.Kropf@raymondjames.com

WITH COPY TO:

Nixon Peabody, LLP
Exchange Place
53 State Street
Boston, Massachusetts 02109
Attention: Nate Bernard, Esq.
Telephone: (617) 345-1236
Email: nbernard@nixonpeabody.com

17. ONE PARCEL.

In case of a foreclosure sale of the Mortgaged Property, it may be sold as one parcel.

18. BORROWER'S COPY.

Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.

19. LAWFULLY SEIZED.

Borrower is lawfully seized of the Mortgaged Property and has good right, full power, and lawful authority to sell and convey the same in the manner above provided, and will warrant and defend the same to Lender forever against the lawful claims and demands of any and all parties whatsoever, subject to the Senior Debt and Permitted Encumbrances.

20. INTENTIONALLY LEFT BLANK

21. CAPTIONS.

The captions of this Mortgage are for convenience only and shall not be construed as defining or limiting the scope or intent of the provisions hereof.

22. SUCCESSORS AND ASSIGNS.

This Mortgage and all covenants, agreements, terms, and conditions herein contained shall be binding upon and inure to the benefit of Borrower, and, to the extent permitted by law, every subsequent owner of the Mortgaged Property and shall be binding upon and inure to the benefit of Lender and its assigns. Notwithstanding the foregoing, Lender shall not, directly or indirectly, assign this Mortgage or the Note or any part thereof or beneficial interest therein or grant participations therein, without the prior written consent of Borrower. Borrower may assign its rights hereunder to a purchaser of the Mortgaged Property, as long as such purchaser assumes the obligations of Borrower hereunder and under the Note.

23. VENUE

Each party covenants and agrees that any and all legal actions arising out of or connected with this Mortgage shall be instituted in the 19th Circuit Court in and for City of Fort Pierce, Florida, or in the United States District Court in the City of Fort Pierce, Florida as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Mortgage is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

24. SURVIVABILITY AND SEVERABILITY

a. Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Mortgage shall remain enforceable against such party subsequent to such termination.

b. In the event any section, sentence, clause or provision of this Mortgage is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this Mortgage shall not be affected by such determination and shall remain in full force and effect.

25. RELEASE

Upon payment of all sums secured by this Mortgage and the Note, the Lender shall release this Mortgage and the Note. The Borrower shall pay all recordation costs.

26. NON-RECOURSE

The non-recourse provisions set forth in the Note are incorporated herein by reference.

27. MERGER AND MODIFICATIONS

This Mortgage will not be modified or amended except by agreement in writing signed by both parties. This Mortgage embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby.

28. SUBORDINATION TO TAX CREDIT EXTENDED USE AGREEMENT.

This Mortgage is and shall be subordinate to the extended low-income housing commitment (as such term is defined in Section 42(h)(6)(B) of the Internal Revenue Code) recorded against the Property.

[Signatures on the following page]

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Mortgage has been duly signed and sealed by the Borrower on or as of the day and year first above written.

Witness Signature

____

____
Name Printed or Typed

____
Witness Signature

____
Name Printed or Typed

BLUE ST. LUCIE, LLC, a Florida limited liability company

By: Blue St. Lucie M, LLC, a Florida limited liability company, its manager

By:_______________________
Shawn Wilson, Manager

STATE OF ________________________________)
COUNTY OF ________________________________)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_______ day of ___________, 2025 by Shawn Wilson, as manager of Blue St. Lucie M, LLC, a Florida limited liability company, as manager of Blue St. Lucie, LLC, a Florida limited liability company. He is personally known to me ☐ or has produced____________________ (type of identification) as identification.

[Notary Seal]

____
Notary Public

____
Name typed, printed, or stamped

My Commission Expires: ______________________

MORTGAGE

Exhibit “A”
Legal Description

The land referred to herein below is situated in the County of St. Lucie, State of Florida, and described as follows:

Block "D", Less rights-of-way, COLLIER'S SUBDIVISION, according to the Plat thereof, recorded in Plat Book 4, Page 63, Public Records of St. Lucie County, Florida, being more particularly described as follows:

Commence at a railroad spike at the Southwest corner of the Northeast 1/4 of Section 17, Township 35 South, Range 40 East, St, Lucie County, Florida; thence run N 88°42'30"E, along the South line of the said Northeast 1/4, a distance of 661.40 feet to the West line of Block "D" of Collier's Subdivision, as recorded in Plat Book 4, Page 63, Public Records of St. Lucie County, Florida; thence run N 00°00'18" W, along the West line of said Block D, a distance of 27.01 feet, to the POINT OF BEGINNING; thence continue N 00°00'18" W, a distance of 796.62 feet, to the Northwest corner of said Block D; thence run N 88°43'25" E, along the North line of said Block D, a distance of 460.00 feet; thence run S 00°04'02" W, a distance of 470.52 Feet, to the Northerly right-of-way line of Okeechobee Road [State Road 70]; thence run S 49°35'30" W, along the said Northerly right-of-way line, a distance of 516.56 feet; thence run S 88°42'30" W, a distance of 65.96 feet, to the POINT OF BEGINNING, all lying and being in Section 17, Township 35 South, Range 40 East, St. Lucie County, Florida.

Less and excepting the following:
A portion of Block "D", COLLIER'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 4, Page 63, of the Public Records of St. Lucie County, Florida.

Being more particularly described as follows:

Begin at the Southeast corner of said Block "D", said corner being situated on the Northerly right-of-way line of Okeechobee Road [State Road 70]; thence, North 28'00'23" W, a distance of 167.87 feet; thence, North 89°51'15" E, a distance of 79.00 feet to the East line of said Block D; thence, South 00°04'02" W, along said East line, a distance of 148.41 feet to the Point of Beginning of the herein described parcel of land.

Said lands situate, lying and being in Section 17, Township 35 South, Range 40 East, City of Fort Pierce, St. Lucie County, Florida.

Less and excepting the following:
The land referenced in that certain Deed of Dedication from Blue St. Lucie, LLC to The City of Fort Pierce, Florida, to be recorded in the Public Records of St. Lucie County, Florida.

PROMISSORY NOTE AND LOAN AGREEMENT
Sunrise Village

Folio Number and Property Address: See Exhibit “A”:
Date: ____________________, 2025
Amount: $460,000

FOR GOOD AND VALUABLE CONSIDERATION, the City of Fort Pierce, a Florida municipal corporation (the “City” or the "Lender") promises to loan to Blue St. Lucie, LLC, a Florida limited liability company, (“Borrower”), and Borrower promises to repay Lender, the sum of FOUR HUNDRED SIXTY THOUSAND and NO/100 Dollars ($460,000) (the “Loan”) or so much thereof as is outstanding from time to time.

WHEREAS, the Borrower is the owner of certain real property more specifically described in **Exhibit "A",** which is attached hereto and incorporated herein by reference (the “Land”), and intends to develop a new 106 unit affordable rental housing project on the Land to be known as Sunrise Village (the “Project”); and

WHEREAS, Developer previously requested financial assistance from the City to support the Project, asserting that the Project would further the City’s goals of providing and preserving affordable housing for residents of low- and moderate-income households; and

WHEREAS, pursuant to various approvals of the City Commission, the City agreed to provide financial assistance to Borrower in the form of a reduced interest rate loan related to Borrower’s application to the Florida Housing Finance Corporation (“FHFC”); and

WHEREAS, the City originally agreed to provide financial assistance to the Borrower for their FHFC application utilizing Community Development Block Grant (“CDBG”) Program funds; and

WHEREAS, the CDBG funds were no longer available and able to be loaned to the Borrower upon the Borrower’s award of the FHFC tax credits and request for the City to provide funding; and

WHEREAS, further discussions and negotiations were held to determine the ability of the City to provide loan assistance to the Borrower through another avenue; and

WHEREAS, the City and Borrower have negotiated the terms of this Loan as an alternative to CDBG funds being loaned to the Borrower; and

WHEREAS, this Loan is intended to resolve any dispute related to the City’s obligation to provide loan assistance or funding to the Borrower; and

WHEREAS, the City has determined that the provision of this Loan to the Borrower, on terms mutually agreed upon and documented, serves a valid and lawful public purpose because it will ultimately promote and facilitate the creation of affordable housing within the City, address demonstrated community housing needs, and advance the City’s legitimate government objectives; and

WHEREAS, the City Commission finds that the loan transaction contemplated does not constitute a prohibited lending of the City's credit under Florida law, because there is no direct or indirect undertaking by the City to pay a debt of a third party, no public property is placed in jeopardy by a default of a third party, and the loan will be made in furtherance of a public purpose to ultimately support affordable housing; and

WHEREAS, the Lender and Borrower desire to set for the terms of the Loan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lender and Borrower agree as follows:

LOAN AGREEMENT: Lender will make the Loan to Borrower to finance a portion of the development and construction of the Project. The entire principal amount of the Loan shall be disbursed directly to Borrower no later than ten (10) days after the first residential building in the Project receives a temporary or permanent certificate of occupancy and Lender's receipt of Borrower's request for disbursement, which request shall include such certificate of occupancy and a detailed list of invoices for development and construction costs to be paid or reimbursed with the Loan proceeds. . The Loan is secured by the Mortgage, as defined below.

LOAN PAYMENT: Borrower shall promptly pay the principal of the indebtedness evidenced by this Promissory Note and Loan Agreement ("Note"), and all other charges and indebtedness provided herein and in that certain City Mortgage to be entered into on date even herewith to be recorded in the Public Records of St. Lucie County (the "Mortgage"), at the times and in the manner provided in this Note and in the Mortgage. The interest rate on the loan shall be **six and one-half percent (6.5%) simple interest** throughout the term of the Loan unless there is a default, that is continuing beyond any applicable notice and cure period, in which case interest shall immediately accrue at the lesser of the prime rate (as announced from time to time by Lender) or highest rate authorized under Florida law. The annual interest payments shall be payable from Net Cash Flow (as defined in Borrower's Amended and Restated Operating Agreement dated as of _______, 2025 (the "Operating Agreement") and in the priority set forth therein.

Payment of all outstanding principal and interest shall be due in full on December 31, 2029 (the "Maturity Date"). The principal shall be non-amortizing.

DEFAULT & ACCELERATION: Lender shall have the right to declare the amount of the total unpaid balance hereof to be due and payable in advance of the Maturity Date upon Borrower's breach hereunder or under the Mortgage and such breach has not been cured within a reasonable time (not less than 30 days for nonpayment default and 10 days for a payment default) after Borrower has been given notice and opportunity to cure such breach. Borrower's investor, RJ MT Blue St. Lucie L.L.C., a Florida limited liability company (the "Investor") shall be entitled to the same notice and opportunity to cure as Borrower, and Lender will accept a cure by the Investor. Upon default, amounts due shall bear interest at the lesser of ten percent (10%) or the highest rate permitted by law.

ESTOPPEL/WAIVER: Failure of Lender to declare a default shall not constitute a waiver of such default.

PREPAYMENT: Borrower reserves the right to prepay at any time all or part of the principal amount of this Note without payment of penalties or premiums. All payments of this Note, prior to default, shall be first applied to reduce the accrued and outstanding interest, if any, and second to the payment of principal.

COLLECTION COSTS: If suit is instituted by Lender to recover this Note, Borrower agree(s) to pay all reasonable out of pocket costs of such collection including reasonable attorney's fees and court costs, at trial, appellate and bankruptcy matters.

PARTIES: The words “Borrower” and “Lender” in this Note shall be construed to include the respective heirs, personal representatives, successors, and permitted assigns of the Borrower and the Lender.

SUBORDINATION. The right of the Lender to payment of the indebtedness evidenced by this Note is and will at all times be subordinate to the rights of all Senior Debt as such term is defined in the Mortgage and to the extent provided in any subordination agreement to be entered into by and among the Lender and the lenders of the Senior Debt (individually and collectively, the “Subordination Agreement”).

CONSTRUCTION AND VENUE: Each party covenants and agrees that any and all legal actions arising out of or connected with this Note shall be instituted in the 19th Circuit Court in and for City of Fort Pierce, Florida, or in the United States District Court in the City of Fort Pierce, Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This Note is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

NON-RECOURSE: This Note is a non-recourse obligation; accordingly, upon the occurrence of default under this Note or the Mortgage, Lender may only look to the mortgaged property for the repayment of the Note and may not enter a deficiency judgment against Borrower as the maker under this Note or any of Borrower’s members

NOTICES: Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for shall be given by mailing such notice by certified mail addressed to Borrower at the property address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address below, or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

LENDER:
City of Fort Pierce, Florida
100 N US Hwy 1
Fort Pierce, Florida 34950

WITH COPY TO:
City Attorney’s Office

100 N US Hwy 1
Fort Pierce, Florida 34950

BORROWER:

Blue St. Lucie, LLC
c/o Blue Sky Communities LLC
180 Fountain Parkway N
Suite 100
St. Petersburg, Florida 33716
Attention: Shawn Wilson
Telephone: (813) 514-2100

WITH COPY TO:

Nelson Mullins Riley & Scarborough LLP
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Randy Alligood, Esq.
Telephone: (407) 669-4202
Email: randy.alligood@nelsonmullins.com

INVESTOR MEMBER:

[RJ MT [Blue St. Lucie] L.L.C.]
880 Carillon Parkway
St. Petersburg, Florida 33716
Attention: Steven J. Kropf, President
Telephone: (727) 698-9488
Email: Steve.Kropf@raymondjames.com

WITH COPY TO:

Nixon Peabody, LLP
Exchange Place
53 State Street
Boston, Massachusetts 02109
Attention: Nate Bernard, Esq.
Telephone: (617) 345-1236
Email: nbernard@nixonpeabody.com

THE MORTGAGE AND THIS NOTE SECURED HEREBY ARISE OUT OF OR ARE GIVEN TO SECURE THE REPAYMENT OF A LOAN ISSUED IN CONNECTION WITH THE FINANCING OF HOUSING AND ARE EXEMPT FROM DOCUMENTARY STAMP TAX AND INTANGIBLE TAX PURSUANT TO SECTION 420.513(1), FLORIDA STATUTES.

<<SIGNATURE ON FOLLOWING PAGE>>

IN WITNESS WHEREOF, this Note has been duly executed by Lender and Borrower as of the day and year first written above.

WITNESSES:

____
Print:_________________________
Address:_______________________
____

____
Print:_________________________
Address:_______________________
____

LENDER:

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By:____________________________________
Linda Hudson, Mayor

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of ________________, 2025, by Linda Hudson, Mayor of the City of Fort Pierce, Florida, a Florida municipal corporation, on behalf of the corporation, who is ☐ personally known to me or ☐ has produced ___________________________ as identification.

[Notary Seal]

____
Notary Public
Print Name: ________________________________
Commission Expires:_________________________

BORROWER:

BLUE ST. LUCIE, LLC, a Florida limited liability company

By: Blue St. Lucie M, LLC, a Florida limited liability company, its manager

By:______________________
Shawn Wilson, Manager

____
Witness Signature

____
Name Printed or Typed

____
Witness Signature

____
Name Printed or Typed

STATE OF ________________________________)
COUNTY OF ________________________________)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_______ day of ___________, 2025 by Shawn Wilson, as manager of Blue St. Lucie M, LLC, a Florida limited liability company, as manager of Blue St. Lucie, LLC, a Florida limited liability company. He is ☐ personally known to me or ☐ has produced____________________ (type of identification) as identification.

[Notary Seal]

____
Notary Public

____
Name typed, printed, or stamped

My Commission Expires: ______________________

PROMISSORY NOTE AND LOAN AGREEMENT

Exhibit “A”

Legal Description

The land referred to herein below is situated in the County of St. Lucie, State of Florida, and described as follows:

Block "D", Less rights-of-way, COLLIER'S SUBDIVISION, according to the Plat thereof, recorded in Plat Book 4, Page 63, Public Records of St. Lucie County, Florida, being more particularly described as follows:

Commence at a railroad spike at the Southwest corner of the Northeast 1/4 of Section 17, Township 35 South, Range 40 East, St, Lucie County, Florida; thence run N 88°42'30"E, along the South line of the said Northeast 1/4, a distance of 661.40 feet to the West line of Block "D" of Collier's Subdivision, as recorded in Plat Book 4, Page 63, Public Records of St. Lucie County, Florida; thence run N 00°00'18" W, along the West line of said Block D, a distance of 27.01 feet, to the POINT OF BEGINNING; thence continue N 00°00'18" W, a distance of 796.62 feet, to the Northwest corner of said Block D; thence run N 88°43'25" E, along the North line of said Block D, a distance of 460.00 feet; thence run S 00°04'02" W, a distance of 470.52 Feet, to the Northerly right-of-way line of Okeechobee Road [State Road 70]; thence run S 49°35'30" W, along the said Northerly right-of-way line, a distance of 516.56 feet; thence run S 88°42'30" W, a distance of 65.96 feet, to the POINT OF BEGINNING, all lying and being in Section 17, Township 35 South, Range 40 East, St. Lucie County, Florida.

Less and excepting the following:
A portion of Block "D", COLLIER'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 4, Page 63, of the Public Records of St. Lucie County, Florida.

Being more particularly described as follows:

Begin at the Southeast corner of said Block "D", said corner being situated on the Northerly right-of-way line of Okeechobee Road [State Road 70]; thence, North 28'00'23" W, a distance of 167.87 feet; thence, North 89°51'15" E, a distance of 79.00 feet to the East line of said Block D; thence, South 00°04'02" W, along said East line, a distance of 148.41 feet to the Point of Beginning of the herein described parcel of land.

Said lands situate, lying and being in Section 17, Township 35 South, Range 40 East, City of Fort Pierce, St. Lucie County, Florida.

Less and excepting the following:
The land referenced in that certain Deed of Dedication from Blue St. Lucie, LLC to The City of Fort Pierce, Florida, to be recorded in the Public Records of St. Lucie County, Florida.

After Recording Return to:
Nelson Mullins Riley & Scarborough LLP
390 N. Orange Avenue, Suite 1400
Orlando, Florda 32801
Randal Alligood, Esq.

Folio No.:

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

DECLARATION OF COVENANTS AND RESTRICTIONS

(a/k/a Land Use Restriction Agreement "LURA")

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, hereinafter referred to as the "LURA", is entered into this ____ day of _______________, 2025, by and between the City of Fort Pierce, a Florida municipal corporation hereinafter referred to as the "City", and Blue St. Lucie, LLC, a Florida limited liability company , hereinafter referred to as the "Owner".

RECITALS

WHEREAS, the Owner is the owner of that certain real property more specifically described in **Exhibit "A",** which is attached hereto and incorporated herein by reference (the "**Land"),** and intends to develop a new 106 unit affordable rental housing project on the Land to be known as Sunrise Village (the "**Project")**; and

WHEREAS, Lender and Owner have entered into that certain Promissory Note and Loan Agreement, dated _______________________, 2025 (the "Note"), pursuant to which Lender will make a loan (the "Loan") to Owner in the amount of FOUR HUNDRED SIXTY THOUSAND and NO/100 Dollars ($460,000) to pay costs in connection with the development of the Project; and

WHEREAS, as a condition of City making the Loan, the City and the Owner desire to enter into this LURA; and

WHEREAS, this LURA shall be properly filed and recorded by the Owner within the Official Public Records of St. Lucie County and shall constitute a restriction upon the use of the Property subject to and in accordance with the terms contained herein.

NOW THEREFORE, for good and valuable consideration, the parties hereto agree as follows:

1. Recitals. The foregoing Recitals are true and correct and by this reference are incorporated as if fully set forth herein.

2. Property. The property subject to this LURA is further described in **Exhibit "A"**, attached hereto and incorporated herein by reference (altogether, the "Property").

3. Duration of Covenants. The covenants set forth in this LURA shall remain in effect until the stated term of the Loan regardless of any prepayment under the Loan ("LURA Term"). Notwithstanding the foregoing or anything to the contrary in the Agreement, this LURA shall automatically terminate and be of no force and effect after the end of the LURA Term, or in the event of involuntary noncompliance with this LURA caused by fire or other casualty, seizure, requisition, change in a federal law or an action by a federal agency that prevents the City from enforcing the provisions hereof, or foreclosure or a deed in lieu of foreclosure by any mortgagee of the Owner. Upon a termination of this LURA pursuant to the preceding sentence, the City and Owner will execute a recordable document further evidencing such termination. In the case of foreclosure or deed in lieu of foreclosure, such termination will cease to be effective if at any time during the balance of the term hereof, the Owner or any affiliated entity obtains an ownership interest in the Property for federal tax purposes.

4. Use and Occupancy. All the residential units to be constructed on the Property shall be set-aside and rented to persons and households whose income at the time of initial occupancy is at or below sixty percent (60%) of the area median annual adjusted gross income for St. Lucie County ("AMI"). Each of the units in the Project will be rent restricted consistent with the low-income housing tax credit program administered by the Florida Housing Finance Corporation ("FHFC"). The City acknowledges that FHFC is requiring set asides which may be more extensive than those set forth herein and compliance therewith shall not be a breach hereof. The City will rely on FHFC's compliance monitoring under its low-income housing tax credit program, including, if applicable, the application of the next available unit rule under such program. Owner will provide City with all compliance monitoring reports and evidence of applicable cures after any violation.

5. Covenants Run with the Land. All conditions, covenants, and restrictions contained in this LURA shall be covenants running with the Property, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, to the fullest extent permitted by law and equity, be binding for the benefit and in favor of the City, and enforceable by the City, its successors and assigns, against Owner, its successors and assigns, to or of the property or any portion thereof or any interest therein, and any party in possession or occupancy of said property or portion thereof, subject to the provisions of Section 3, above. Each and every contract, deed, or other instrument hereafter executed covering or conveying the Property or the Project or any portion thereof or interest therein (other than mortgage loans and loan documentation executed in connection therewith) shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions or all of the Property or the Project are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project or the Project.

6. Violation of Agreement. If a material violation of any of the provisions hereof occurs and after written notice from the City to the Owner and is not cured within a reasonable period of time, the party to this LURA that is affected by the violation may institute and prosecute any proceeding at law or in equity to abate, prevent, or enjoin any such violation or attempted

violation and to compel specific performance. A reasonable period of time to cure any default shall be ten (10) days (in the case of monetary defaults) or thirty (30) days (in the case of non-monetary defaults) from the date the City delivers notice to the Owner. The provisions hereof are imposed upon and made applicable to the Property and shall run with the Property and shall be enforceable against the owner of the Property or any other person or entity that has or had an ownership interest in the Property or the Project at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation hereof at any later time or times. Notwithstanding anything to the contrary contained herein, the City agrees that any cure of any default made or tendered by Owner's Investor Member shall be deemed to be a cure by Owner and shall be accepted or rejected on the same basis as if made or tendered by Owner. The Owner's Investor Member shall be defined as RJ MT Blue St. Lucie L.L.C., a Florida limited liability company and its successors and assigns and any notice of a violation hereof shall also be given to the Investor Member. Notices shall be given in accordance with the Note.

7. Modification of Agreement. The City and its successors and assigns, and Owner and the successors and assigns of Owner in and to all or any part of Owner's interest in the Property, shall have the right to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, conditions, or restrictions contained in this LURA without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust, or any other person or entity having any interest less than Owner's interest in the Property. Any amendment or modification to this LURA must be in writing and signed by the City and Owner, or their successors and assigns.

8. Venue and Governing Law. Each party covenants and agrees that any and all legal actions arising out of or connected with this LURA shall be instituted in the 19th Circuit Court in and for the City of Fort Pierce, Florida, or in the United States District Court in the City of Fort Pierce, Florida, as the exclusive forums and venues for any such action, subject to any right of either party to removal from state court to federal court, which is hereby reserved, and each party further covenants and agrees that it will not institute any action in any other forum or venue and hereby consents to immediate dismissal or transfer of any such action instituted in any other forum or venue. This LURA is entered into within, and with reference to the internal laws of, the State of Florida, and shall be governed, construed and applied in accordance with the internal laws (excluding conflicts of law) of the State of Florida.

9. Termination. The covenants set forth herein shall automatically terminate and be of no further force and effect upon satisfactory completion of the LURA Term prescribed herein. Upon passing of the LURA Term, the covenants herein shall be deemed satisfactorily complied with.

10. Filing. Upon execution and delivery by the parties hereto, the Owner shall cause this LURA and all amendments and supplements hereto to be recorded and filed in the Official Public Records of St. Lucie County, and shall pay all fees and charges incurred in connection therewith.

11. Severability. If any provision hereof shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

12. Entire Agreement. This LURA together with the Exhibits embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby.

13. Counterparts. This LURA may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City and Owner have caused this LURA to be executed on their behalf by their respective officers or agents herein duly authorized as of the day and year first written above.

CITY OF FORT PIERCE, FLORIDA, a
Florida municipal corporation

By: ___________________________
Linda Hudson, Mayor

ATTEST, BY THE CITY CLERK OF THE CITY OF FORT PIERCE:

____
Linda Cox, City Clerk

APPROVED AS TO FORM AND LEGALITY:

____
Sara Hedges, City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of ____________, 2025, by Linda Hudson, Mayor of the City of Fort Pierce, Florida, a Florida municipal corporation, on behalf of the corporation, who is ☐ personally known to me or ☐ has produced ___________________________ as identification.

____
Notary Public

[Notary Seal]

Name typed, printed, or stamped: _______________

My Commission Expires: ____________________

Signed, sealed, and delivered in the presence of:

____
Witness 1 Signature

Name printed or typed: __________________

Address: ______________________________

____
Witness 2 Signature

Name printed or typed: __________________

Address: ______________________________

OWNER:

BLUE ST. LUCIE, LLC, a Florida limited liability company

By: Blue St. Lucie M, LLC, a Florida limited
liability company, its manager

By:________________________
Shawn Wilson, Manager

STATE OF ________________________________)
COUNTY OF ________________________________)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this_______ day of ___________, 2025 by Shawn Wilson, as manager of Blue St. Lucie M, LLC, a Florida limited liability company as the manager of Blue St. Lucie, LLC, a Florida limited liability company, who is personally known to me ☐ or has produced________________________________ (type of identification) as identification.

____
Notary Public

[Notary Seal]

Name typed, printed, or stamped: _______________

My Commission Expires: ____________________

Exhibit “A”

Land Use Restriction Agreement
LEGAL DESCRIPTION

The land referred to herein below is situated in the County of St. Lucie, State of Florida, and described as follows:

Block "D", Less rights-of-way, COLLIER'S SUBDIVISION, according to the Plat thereof, recorded in Plat Book 4, Page 63, Public Records of St. Lucie County, Florida, being more particularly described as follows:

Commence at a railroad spike at the Southwest corner of the Northeast 1/4 of Section 17, Township 35 South, Range 40 East, St, Lucie County, Florida; thence run N 88°42'30"E, along the South line of the said Northeast 1/4, a distance of 661.40 feet to the West line of Block "D" of Collier's Subdivision, as recorded in Plat Book 4, Page 63, Public Records of St. Lucie County, Florida; thence run N 00°00'18" W, along the West line of said Block D, a distance of 27.01 feet, to the POINT OF BEGINNING; thence continue N 00°00'18" W, a distance of 796.62 feet, to the Northwest corner of said Block D; thence run N 88°43'25" E, along the North line of said Block D, a distance of 460.00 feet; thence run S 00°04'02" W, a distance of 470.52 Feet, to the Northerly right-of-way line of Okeechobee Road [State Road 70]; thence run S 49°35'30" W, along the said Northerly right-of-way line, a distance of 516.56 feet; thence run S 88°42'30" W, a distance of 65.96 feet, to the POINT OF BEGINNING, all lying and being in Section 17, Township 35 South, Range 40 East, St. Lucie County, Florida.

Less and excepting the following:
A portion of Block "D", COLLIER'S SUBDIVISION, according to the Plat thereof as recorded in Plat Book 4, Page 63, of the Public Records of St. Lucie County, Florida.

Being more particularly described as follows:

Begin at the Southeast corner of said Block "D", said corner being situated on the Northerly right-of-way line of Okeechobee Road [State Road 70]; thence, North 28'00'23" W, a distance of 167.87 feet; thence, North 89°51'15" E, a distance of 79.00 feet to the East line of said Block D; thence, South 00°04'02" W, along said East line, a distance of 148.41 feet to the Point of Beginning of the herein described parcel of land.

Said lands situate, lying and being in Section 17, Township 35 South, Range 40 East, City of Fort Pierce, St. Lucie County, Florida.

Less and excepting the following:
The land referenced in that certain Deed of Dedication from Blue St. Lucie, LLC to The City of Fort Pierce, Florida, to be recorded in the Public Records of St. Lucie County, Florida.

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Diane D. Karst
Nelson Mullins Riley & Scarborough, LLP
1905 NW Corporate Blvd, Suite 310
Boca Raton, Florida 33431

Parcel I.D: portion of 2417-504-0020-001/6

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

RIGHT-OF-WAY DEED OF DEDICATION
(City of Fort Pierce)

This Right-of-Way Deed of Dedication, executed this ____ day of ______________, 2025, by **BLUE ST. LUCIE, LLC,** a Florida limited liability company, whose post office address is 180 Fountain Parkway N., Suite 100, St. Petersburg, FL 33716, hereinafter referred to as GRANTOR, to **THE CITY OF FORT PIERCE, FLORIDA,** a municipal corporation of the State of Florida, whose post office address is 100 N. U.S. Highway 1, Fort Pierce, FL 34950, hereinafter referred to as GRANTEE.

Wherever used herein the terms "GRANTOR" and "GRANTEE" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.

Witnesseth, that the GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid by the said GRANTEE, the receipt whereof is hereby acknowledged, does hereby convey, remise, quit-claim, and dedicate unto the GRANTEE, for public right-of-way purposes, forever, all title, right(s), interest(s), claim(s), and demand(s) which the GRANTOR has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of St. Lucie, State of Florida, to wit:

As legally described in Exhibit "A" attached hereto

To have and to Hold the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity, and claim whatsoever of the GRANTOR, either in law or equity, to the use, benefit and behoof of the GRANTEE forever.

[Signature appears on following page]

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed in its name the day and year first above written.

Signed, sealed, and delivered in
the presence of:

BLUE ST. LUCIE, LLC, a Florida limited liability company

By: Blue St. Lucie M, LLC, a Florida limited liability company, its Manager

____
Print Name: ____________________________
Address:________________________________
____

By: ______________________________
Shawn Wilson, Manager

____
Print Name:______________________________
Address: ________________________________
____

Address: 180 Fountain Parkway N.
Ste. 100, St. Petersburg, FL 33716

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 Shawn Wilson, as Manager of Blue St. Lucie M, LLC, a Florida limited liability company, as Manager of BLUE ST. LUCIE, LLC, a Florida limited liability company, on behalf of the company. He is ☐ personally known to me or ☐ has produced as identification.

____
Notary Public, State of Florida
Print Name:______________________
My Commission Expires:____________

[Notary Seal]

THE ABOVE RIGHT-OF-WAY DEDICATION is accepted for public use by City Commission for the City of Fort Pierce, Florida.

CITY COMMISSION FOR THE CITY OF
FORT PIERCE, FLORIDA

ATTEST:

____
Linda Hudson, Mayor

____
Linda Hudson, Mayor

As authorized for execution at the City
Commission meeting date of: ________________

Approved as to form and correctness:

Sara Hedges, City Attorney

EXHIBIT “A”

Legal Description

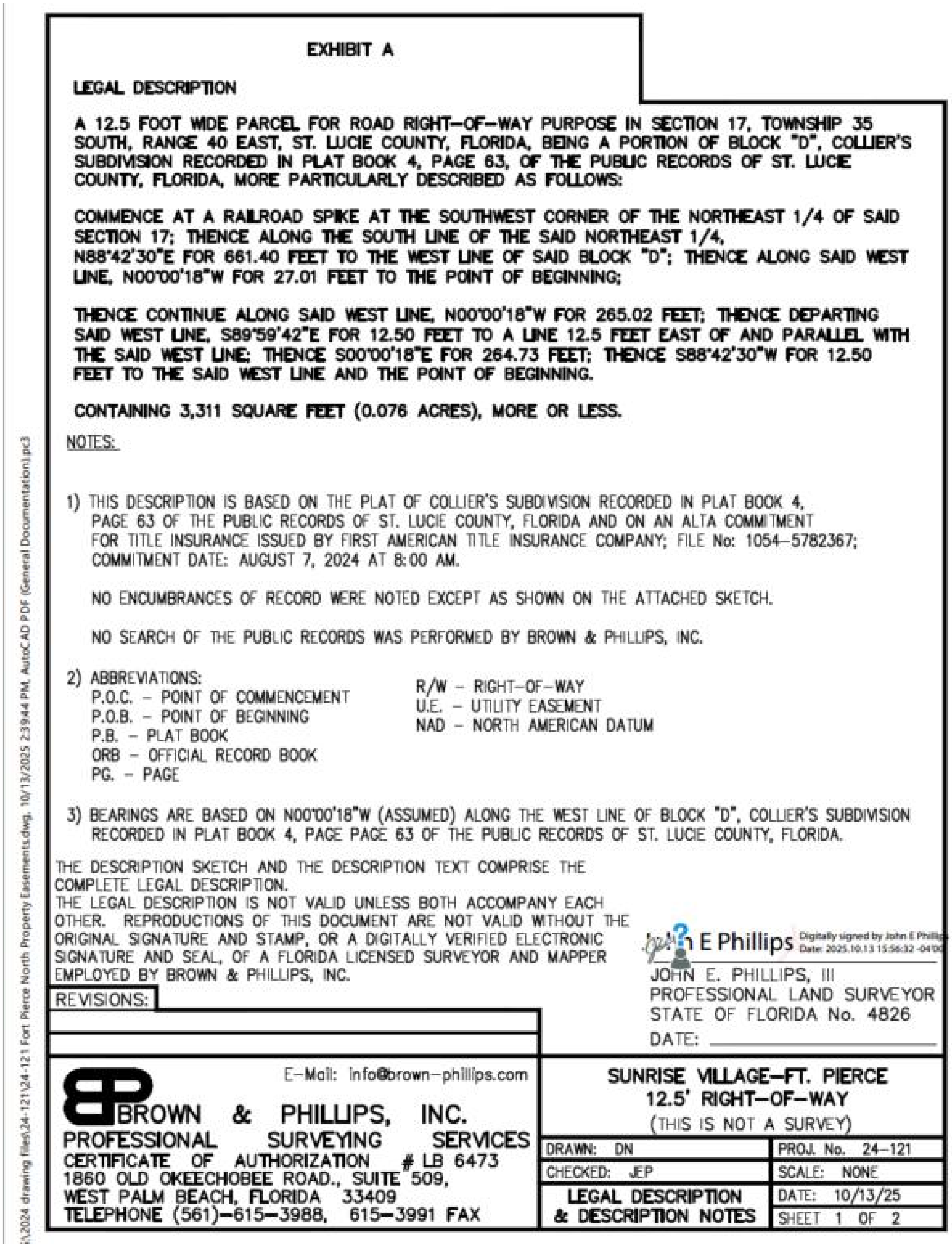


EXHIBIT A

LEGAL DESCRIPTION

A 12.5 FOOT WIDE PARCEL FOR ROAD RIGHT-OF-WAY PURPOSE IN SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING A PORTION OF BLOCK "D", COLLIER'S SUBDIVISION RECORDED IN PLAT BOOK 4, PAGE 63, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4, N88°42'30"E FOR 661.40 FEET TO THE WEST LINE OF SAID BLOCK "D"; THENCE ALONG SAID WEST LINE, N00°00'18"W FOR 27.01 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID WEST LINE, N00°00'18"W FOR 265.02 FEET; THENCE DEPARTING SAID WEST LINE, S89°59'42"E FOR 12.50 FEET TO A LINE 12.5 FEET EAST OF AND PARALLEL WITH THE SAID WEST LINE; THENCE S00°00'18"E FOR 264.73 FEET; THENCE S88°42'30"W FOR 12.50 FEET TO THE SAID WEST LINE AND THE POINT OF BEGINNING.

CONTAINING 3,311 SQUARE FEET (0.076 ACRES), MORE OR LESS.

NOTES:

1) THIS DESCRIPTION IS BASED ON THE PLAT OF COLLIER'S SUBDIVISION RECORDED IN PLAT BOOK 4, PAGE 63 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND ON AN ALTA COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY; FILE No: 1054-5782367; COMMITMENT DATE: AUGUST 7, 2024 AT 8:00 AM.

NO ENCUMBRANCES OF RECORD WERE NOTED EXCEPT AS SHOWN ON THE ATTACHED SKETCH.

NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY BROWN & PHILLIPS, INC.

2) ABBREVIATIONS:

P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
P.B. - PLAT BOOK
ORB - OFFICIAL RECORD BOOK
PG. - PAGE
R/W - RIGHT-OF-WAY
U.E. - UTILITY EASEMENT
NAD - NORTH AMERICAN DATUM

3) BEARINGS ARE BASED ON N00°00'18"W (ASSUMED) ALONG THE WEST LINE OF BLOCK "D", COLLIER'S SUBDIVISION RECORDED IN PLAT BOOK 4, PAGE PAGE 63 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION.
THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND STAMP, OR A DIGITALLY VERIFIED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BROWN & PHILLIPS, INC.

John E Phillips Digitally signed by John E Phillip
Date: 2025.10.13 15:56:32 -04'0

JOHN E. PHILLIPS, III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: __________

REVISIONS:

E-Mail: info@brown-phillips.com

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD., SUITE 509,
WEST PALM BEACH, FLORIDA 33409
TELEPHONE (561)-615-3988, 615-3991 FAX

SUNRISE VILLAGE-FT. PIERCE
12.5' RIGHT-OF-WAY
(THIS IS NOT A SURVEY)

DRAWN: DN
CHECKED: JEP
LEGAL DESCRIPTION & DESCRIPTION NOTES
PROJ. No. 24-121
SCALE: NONE
DATE: 10/13/25
SHEET 1 OF 2

:\2024 drawing files\24-121\24-121 Fort Pierce North Property Easements.dwg, 10/13/2025 23944 PM, AutoCAD PDF (General Documentation).pc3

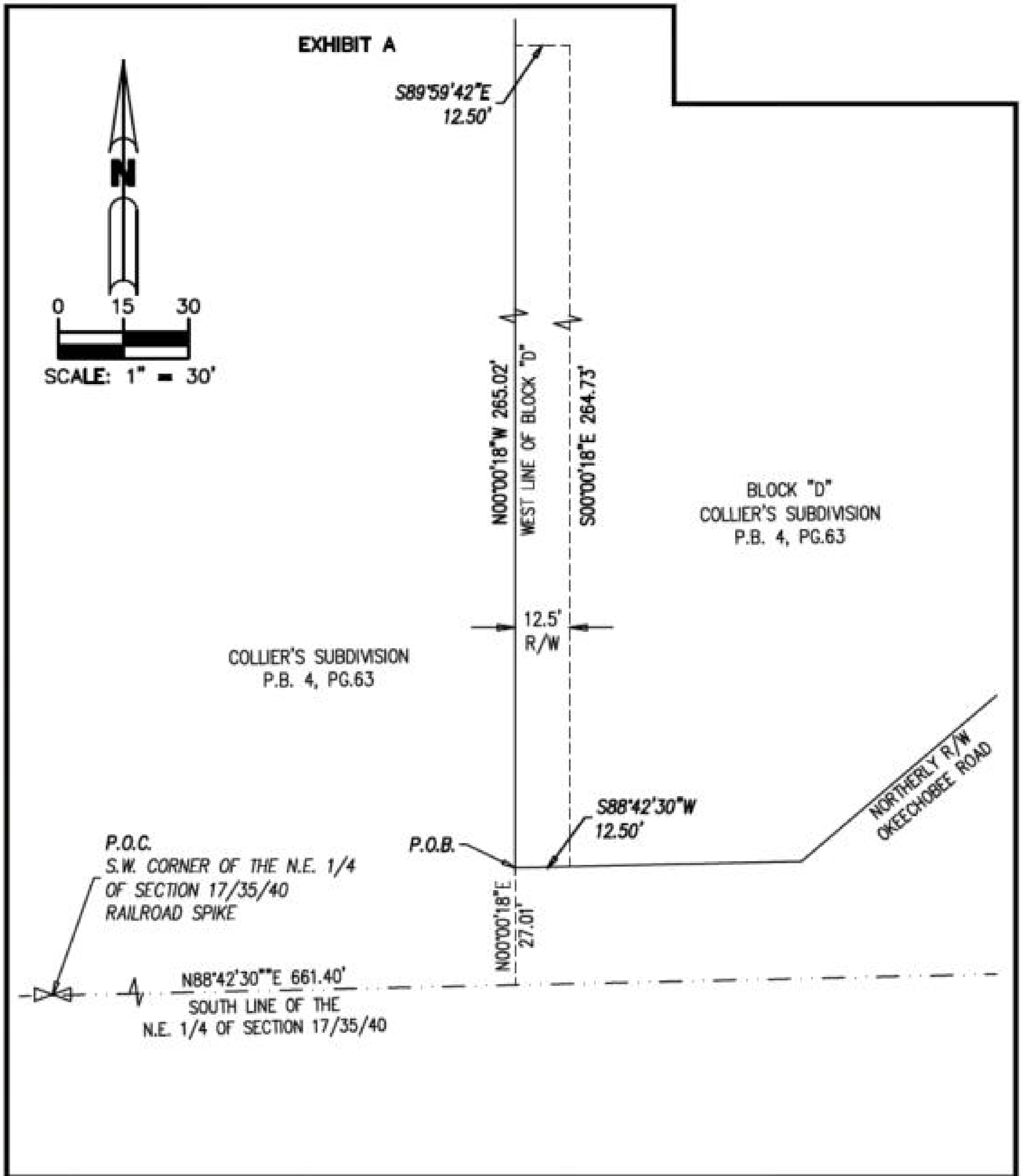


EXHIBIT A
N
0 15 30
SCALE: 1" = 30'
S89°59'42"E
12.50'
N00°00'18"W 265.02'
WEST LINE OF BLOCK "D"
S00°00'18"E 264.73'
BLOCK "D"
COLLIER'S SUBDIVISION
P.B. 4, PG.63
12.5'
R/W
COLLIER'S SUBDIVISION
P.B. 4, PG.63
NORTHERLY R/W
OKEECHOBEE ROAD
S88°42'30"W
12.50'
P.O.B.
P.O.C.
S.W. CORNER OF THE N.E. 1/4
OF SECTION 17/35/40
RAILROAD SPIKE
N00°00'18"E
27.01'
N88°42'30""E 661.40'
SOUTH LINE OF THE
N.E. 1/4 OF SECTION 17/35/40

E-Mail: info@brown-phillips.com

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD., SUITE 509,
WEST PALM BEACH, FLORIDA 33409
TELEPHONE (561)-615-3988, 615-3991 FAX

SUNRISE VILLAGE-FT. PIERCE
12.5' RIGHT-OF-WAY
(THIS SKETCH IS NOT A SURVEY)

DRAWN: DN	PROJ. No. 24-121
CHECKED: JEP	SCALE: 1" = 30'
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DATE: 10/13/25
	SHEET 2 OF 2

S:\2024 drawing files\24-121\24-121 Fort Pierce North Property Easements.dwg, 10/13/2025 2:39:27 PM, AutoCAD PDF (General Documentation).pc3

Prepared By and Return To:

Diane D. Karst
Nelson Mullins Riley & Scarborough, LLP
1905 NW Corporate Blvd, Suite 310
Boca Raton, Florida 33431

UTILITY EASEMENT

THIS UTILITY EASEMENT (this "**Easement**") is made and executed this _____ day of ______________, 2025, by **BLUE ST. LUCIE, LLC**, a Florida limited liability company ("**Grantor**"), whose mailing address is c/o Blue Sky Communities, 180 Fountain Parkway N., Suite 100, St. Petersburg, FL 33716, and **THE CITY OF FORT PIERCE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, FOR THE USE AND BENEFIT OF THE FORT PIERCE UTILITIES AUTHORITY** ("**Grantee**"), whose post office address is 206 S. 6th Street, Fort Pierce, FL 34950.

The Grantor is the owner in fee of that certain parcel of real property located at 3000 Okeechobee Road, Fort Pierce, FL 34947, in St. Lucie County, Florida, Parcel Identification No. 2417-504-0020-001/6 (the "**Property**").

For good and valuable consideration of ONE AND NO/100 DOLLARS, U.S. ($1.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee and its lessees, licensees, agents, successors, and assigns, this perpetual Easement for the construction, reconstruction, installation, maintenance, operation, repair, improvement, expansion, relocation, replacement, removal, inspection, and patrol of utilities, including without limitation, electric, water, sewer, natural gas, broadband, and other telecommunications utilities, and specifically including without limitation, lines, wires, cables, conduits, pipes, fiber, and other associated appurtenances, facilities, and equipment (collectively, the **"Facilities")** in, under, through, upon, along, over and across the land more particularly described in **Exhibit "A"** (the **"Easement Area")** attached hereto and incorporated herein by reference, which shall run with and be an encumbrance upon the Property.

Said Easement is granted by Grantor to Grantee together with a right of entry and access across the Property as Grantee deems reasonable and necessary for Grantee's access to and use of the Facilities as they currently exist or may exist from time to time, for the purpose of access to the Easement Area; together with the right to clear the Easement Area and keep it cleared of all trees, vegetation, roots, bushes, saplings, undergrowth and other obstructions within the Easement Area that may interfere with the construction, reconstruction, installation, maintenance, operation, repair, improvement, expansion, relocation, replacement, removal, inspection, and patrol of the Facilities.

The Grantor reserves the use of the Easement Area for any use not inconsistent with Grantee's full use and enjoyment of the rights granted by Grantor in favor of Grantee herein, and Grantor covenants and agrees that Grantor shall not grade, fill, excavate, landscape, pave, or otherwise alter the surface or subsurface of the Easement Area, nor install or permit the installation of any structures, improvements, or other obstructions within or over the Easement Area without Grantee's advance written approval which may be withheld in Grantee's sole and absolute discretion.

Further, the rights granted to Grantee by this Easement may be assigned, in whole or in part, by Grantee in Grantee's sole and absolute discretion.

Grantor shall indemnify, defend, and hold harmless Grantee, its successors and assigns, from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to (i) Grantor's breach of any covenant or restriction contained in this Easement, or (ii) any act or omission of Grantor, its agents, contractors, tenants, invitees, or licensees within or affecting the Easement Area, except to the extent caused by the gross negligence or willful misconduct of Grantee. Nothing in this Easement shall be deemed or construed as a waiver of immunity or limits of liability of Grantee to the extent provided by Section 768.28, Florida Statutes, and nothing in this Easement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

This Easement is a covenant that runs with title to the Property and is binding on any and all successors and or assigns of Grantor. Further, Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Easement Area in fee simple; that Grantor has good right and lawful authority to grant and convey this Easement over the Property and to specifically encumber the Easement Area and Grantor fully warrants title to Easement Area and will defend Grantee against the lawful claims of all persons whomsoever.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties have caused this Easement to be executed as of the day and year first written above.

Signed, sealed, and delivered in
the presence of:

BLUE ST. LUCIE, LLC, a Florida limited liability company

By: Blue St. Lucie M, LLC, a Florida limited liability company, its Manager

____
Print Name: ___________________________
Address:______________________________
____

By:_________________________
Shawn Wilson, Manager

____
Print Name:____________________________
Address: ______________________________
____

Address: 180 Fountain Parkway N.
Ste. 100, St. Petersburg, FL 33716

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 Shawn Wilson, as Manager of Blue St. Lucie M, LLC, a Florida limited liability company, as Manager of BLUE ST. LUCIE, LLC, a Florida limited liability company, on behalf of the company. He is ☐ personally known to me or ☐ has produced as identification.

____
Notary Public, State of Florida
Print Name:____________________
My Commission Expires:__________

[Notary Seal]

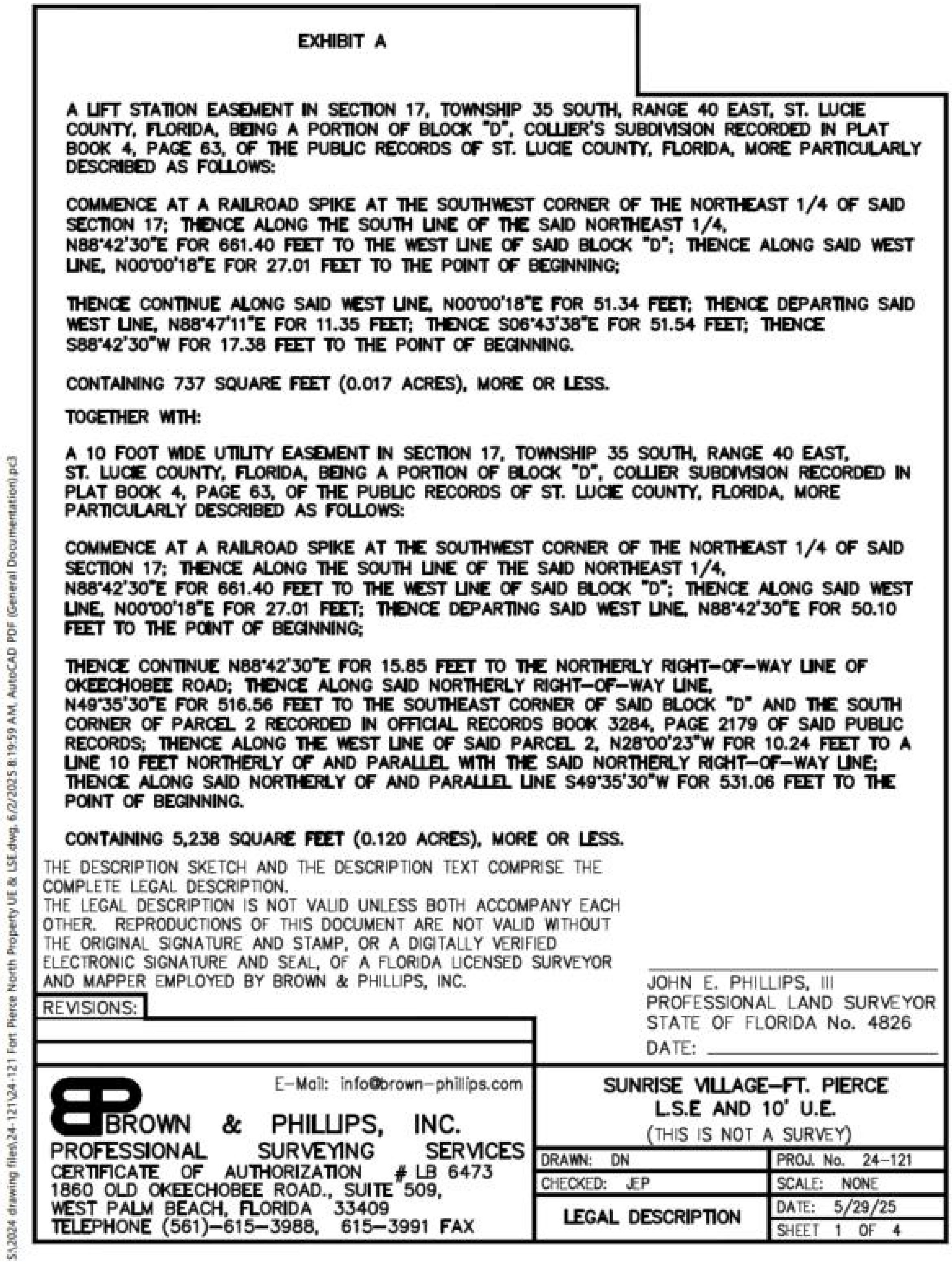


EXHIBIT A

A LIFT STATION EASEMENT IN SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING A PORTION OF BLOCK "D", COLLIER'S SUBDIVISION RECORDED IN PLAT BOOK 4, PAGE 63, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4, N88°42'30"E FOR 661.40 FEET TO THE WEST LINE OF SAID BLOCK "D"; THENCE ALONG SAID WEST LINE, N00°00'18"E FOR 27.01 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID WEST LINE, N00°00'18"E FOR 51.34 FEET; THENCE DEPARTING SAID WEST LINE, N88°47'11"E FOR 11.35 FEET; THENCE S06°43'38"E FOR 51.54 FEET; THENCE S88°42'30"W FOR 17.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 737 SQUARE FEET (0.017 ACRES), MORE OR LESS.

TOGETHER WITH:

A 10 FOOT WIDE UTILITY EASEMENT IN SECTION 17, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING A PORTION OF BLOCK "D", COLLIER SUBDIVISION RECORDED IN PLAT BOOK 4, PAGE 63, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4, N88°42'30"E FOR 661.40 FEET TO THE WEST LINE OF SAID BLOCK "D"; THENCE ALONG SAID WEST LINE, N00°00'18"E FOR 27.01 FEET; THENCE DEPARTING SAID WEST LINE, N88°42'30"E FOR 50.10 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N88°42'30"E FOR 15.85 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N49°35'30"E FOR 516.56 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK "D" AND THE SOUTH CORNER OF PARCEL 2 RECORDED IN OFFICIAL RECORDS BOOK 3284, PAGE 2179 OF SAID PUBLIC RECORDS; THENCE ALONG THE WEST LINE OF SAID PARCEL 2, N28°00'23"W FOR 10.24 FEET TO A LINE 10 FEET NORTHERLY OF AND PARALLEL WITH THE SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID NORTHERLY OF AND PARALLEL LINE S49°35'30"W FOR 531.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 5,238 SQUARE FEET (0.120 ACRES), MORE OR LESS.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION.
THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND STAMP, OR A DIGITALLY VERIFIED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BROWN & PHILLIPS, INC.

JOHN E. PHILLIPS, III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: ____________

REVISIONS:

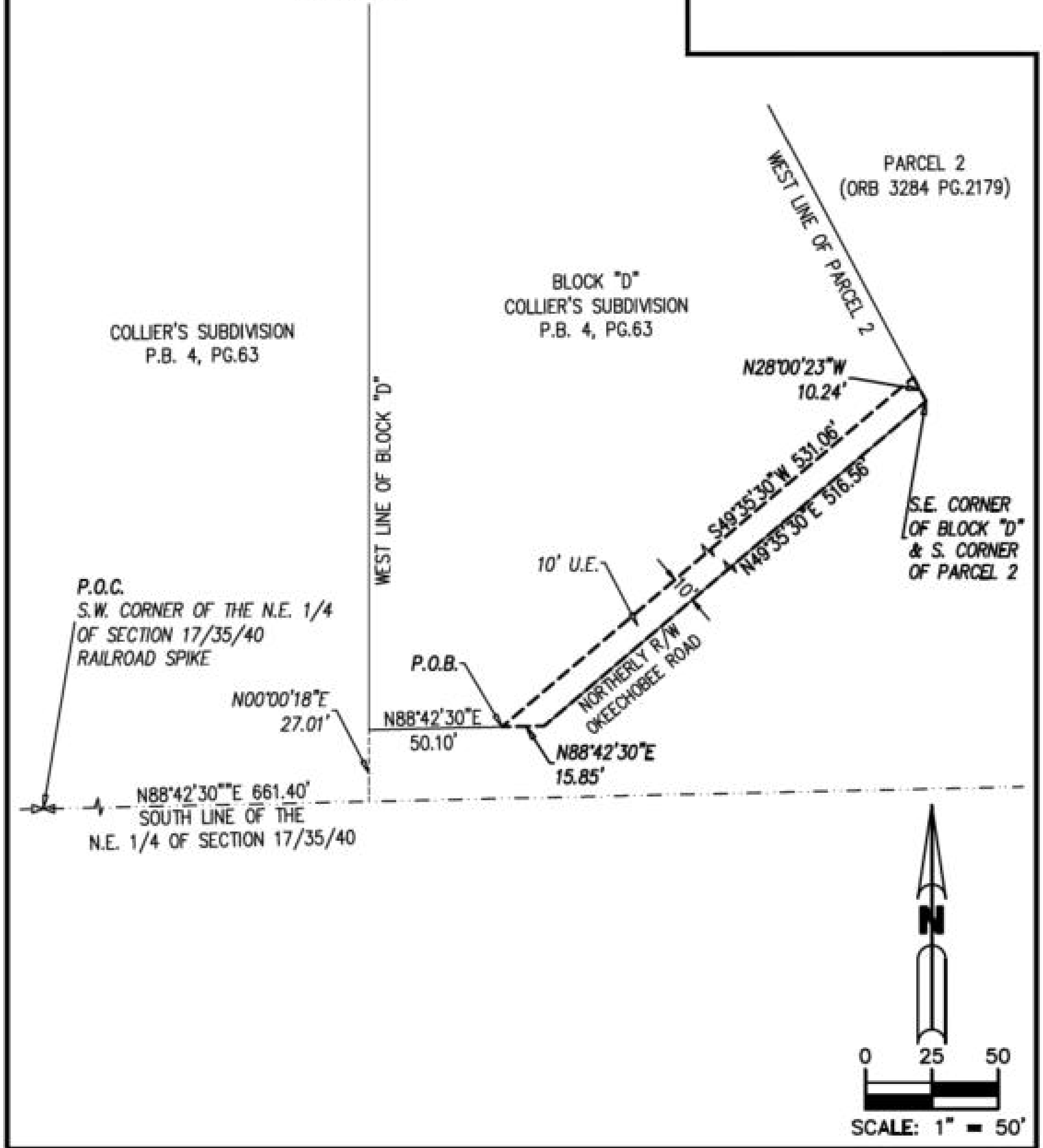
E-Mail: info@brown-phillips.com
BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD., SUITE 509,
WEST PALM BEACH, FLORIDA 33409
TELEPHONE (561)-615-3988, 615-3991 FAX

SUNRISE VILLAGE-FT. PIERCE
L.S.E AND 10' U.E.
(THIS IS NOT A SURVEY)

DRAWN: DN
CHECKED: JEP
LEGAL DESCRIPTION
PROJ. No. 24-121
SCALE: NONE
DATE: 5/29/25
SHEET 1 OF 4

S:\2024 drawing files\24-121\24-121 Fort Pierce North Property UE & LSE.dwg, 6/2/2025 8:19:59 AM, AutoCAD PDF (General Documentation).pc3

EXHIBIT A


PARCEL 2
(ORB 3284 PG.2179)
WEST LINE OF PARCEL 2
BLOCK "D"
COLLIER'S SUBDIVISION
P.B. 4, PG.63
COLLIER'S SUBDIVISION
P.B. 4, PG.63
WEST LINE OF BLOCK "D"
N28°00'23"W
10.24'
S49°35'30"W 531.06'
N49°35'30"E 516.56'
S.E. CORNER
OF BLOCK "D"
& S. CORNER
OF PARCEL 2
10' U.E.
10'
NORTHERLY R/W
OKEECHOBEE ROAD
P.O.C.
S.W. CORNER OF THE N.E. 1/4
OF SECTION 17/35/40
RAILROAD SPIKE
P.O.B.
N00°00'18"E
27.01'
N88°42'30"E
50.10'
N88°42'30"E
15.85'
N88°42'30""E 661.40'
SOUTH LINE OF THE
N.E. 1/4 OF SECTION 17/35/40
N
0
25
50
SCALE: 1" = 50'

S:\2024 drawing files\24-121\24-121 Fort Pierce North Property UE & LSE.dwg, 6/2/2025 8:21:22 AM, AutoCAD PDF (General Documentation).pc3

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SUNRISE VILLAGE—FT. PIERCE
L.S.E. & 10' U.E.
(THIS SKETCH IS NOT A SURVEY)

DRAWN: DN	PROJ. No. 24-121
CHECKED: JEP	SCALE: 1" = 50'
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DATE: 5/29/25
	SHEET 3 OF 4

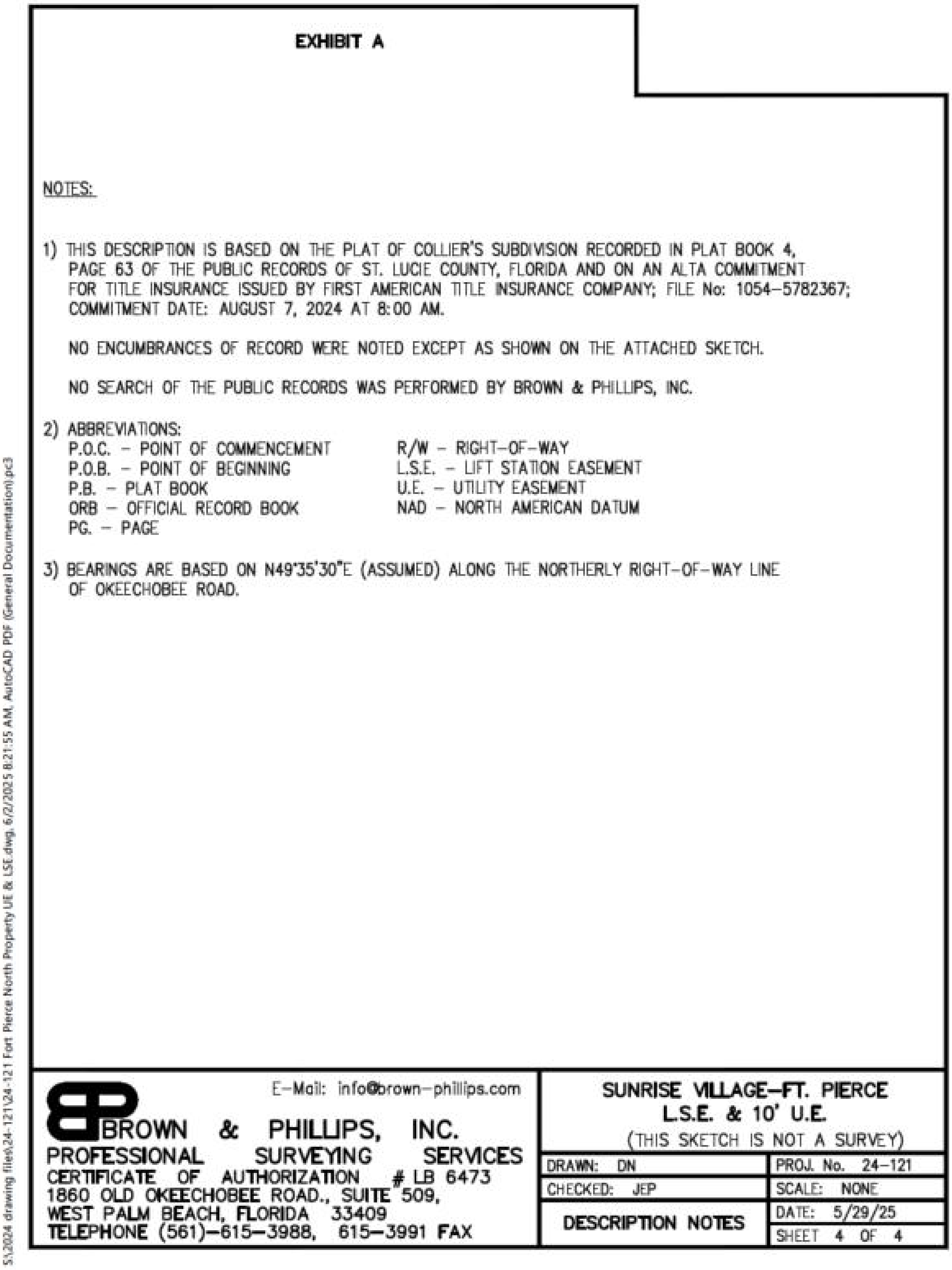

EXHIBIT A

NOTES:

1) THIS DESCRIPTION IS BASED ON THE PLAT OF COLLIER'S SUBDIVISION RECORDED IN PLAT BOOK 4, PAGE 63 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND ON AN ALTA COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY; FILE No: 1054-5782367; COMMITMENT DATE: AUGUST 7, 2024 AT 8:00 AM.

NO ENCUMBRANCES OF RECORD WERE NOTED EXCEPT AS SHOWN ON THE ATTACHED SKETCH.

NO SEARCH OF THE PUBLIC RECORDS WAS PERFORMED BY BROWN & PHILLIPS, INC.

2) ABBREVIATIONS:
P.O.C. – POINT OF COMMENCEMENT
P.O.B. – POINT OF BEGINNING
P.B. – PLAT BOOK
ORB – OFFICIAL RECORD BOOK
PG. – PAGE
R/W – RIGHT-OF-WAY
L.S.E. – LIFT STATION EASEMENT
U.E. – UTILITY EASEMENT
NAD – NORTH AMERICAN DATUM

3) BEARINGS ARE BASED ON N49°35'30"E (ASSUMED) ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF OKEECHOBEE ROAD.

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TELEPHONE (561)-615-3988, 615-3991 FAX

SUNRISE VILLAGE–FT. PIERCE
L.S.E. & 10' U.E.
(THIS SKETCH IS NOT A SURVEY)

DRAWN: DN
CHECKED: JEP
DESCRIPTION NOTES
PROJ. No. 24-121
SCALE: NONE
DATE: 5/29/25
SHEET 4 OF 4

S:\2024 drawing files\24-121\24-121 Fort Pierce North Property UE & LSE.dwg, 6/2/2025 8:21:55 AM, AutoCAD PDF (General Documentation).pc3

City Commission Regular Meeting - 5:05 PM **13. C.**

Meeting Date: 12/01/2025

Re: Resolution 25-R80 Parking Committee Appointment

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 25-R80 appointing Daniel Noelke as an at-large member to the Parking Committee.

SUMMARY:

Gus Gutierrez was removed from the committee due to lack of attendance, thus creating a vacancy. Daniel Noelke, who currently serves as the District 2, Seat 2 appointee, has applied for the at-large position. We solicited applications for the vacancy, but no other applications were received.

RECOMMENDATION:

Appoint applicant.

ALTERNATIVES:

Seek applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Communications Department

Attachments

Resolution

Application

Form Review

Form Started By: Tina Rel

Started On: 11/20/2025 12:05 PM

Final Approval Date: 11/20/2025

RESOLUTION NO. 25-R80

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE PARKING COMMITTEE;** PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Parking Committee which was established via Resolution No. 19-R45; said terms to commence upon adoption of this resolution and to expire as indicated below, or when a successor has been duly appointed.

Name	Appointed by	Term Expires
Daniel Noelke	At-Large	12/1/2029

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 1st day of December 2025.

LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

LINDA COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

SARA HEDGES, CITY ATTORNEY

Print

Application For Appointment/Reappointment - Submission #24453

Date Submitted: 11/20/2025

Name of Board or Boards for which you are applying:*

Parking

Name:*

Daniel Noelke

Home Address:*

1605 Wyoming Ave

City:*	**State:***	**Zip:***
Fort Pierce	FL	34982

How long at this address?*	**Telephone Number***
7 years but have owned it for 21	772-332-7263

If less than two years, provide prior address:

Are you a citizen of the United States? *

☑

Yes

☐

No

Occupation: *

Insurance Agent

Employer:*

Daniel Noelke LLC/Florid Farm Buy

Do you own a business that operates within the City of Fort Pierce?*

☐

Yes

☑

No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

☐

Yes

☑

No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

☐

Yes

☑

No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

☐

Yes

☑

No

Architecture:*

☐

Yes

☑

No

Real Estate Brokering:*

☐

Yes

☑

Finanace/Accounting:

☑

Yes

☐

No

No

No

No

No

Contracting:*

☐ Yes

☑ No

Land Development:*

☐ Yes

☑ No

Utilities:

☐ Yes

☑ No

Management:*

☑ Yes

☐ No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

7 years non-profit fundraising 17 years insurance/financial services experience and life long resident of Fort Pierce

Are you currently a member of a Commission-appointed board/committee?*

☑ Yes

☐ No

If yes, please specify:

Parking

Have you ever been convicted of a felony?*

☐

Yes

☑

No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

☑

Yes

☐

No

Referred by:*

NA

Applicant Email Address:*

dannynoelke@me.com

Date:*

11/20/2025

Applicant’s Signature:*

Daniel Not

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk’s Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen